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दस्त क्र. २०१५ / २०२०
१ / ६५

महाराष्ट्र शासन- नोंदणी व मुद्रांक विभाग
मुल्यांकन अहवाल सन - 2019-20

1. दस्ताचा प्रकार :- खरेदीखत अनुच्छेद क्रमांक : 25(बी).
2. तालुका :- ठाणे
3. गावाचे नाव :- बाळकूम, नगरभूमापन क्रमांक : जमीन सर्व्हे नं. 234/1, 234/2 व 235
4. मुल्यदरविभाग : 9/37-3 ब/1
5. मिळकतीचा प्रकार :- जमीन प्रति चौ. मी. दर : 30,000/- चौ. मी.
सदनिका प्रति चौ. मी. दर : 93,000/- चौ. मी.
6. दस्तात दर्शविलेला मोबदला :- रोख रक्कम रुपये 1,00,00,000/-
7. निर्धारित केलेले मोबदला/ बाजारमूल्य :-
रोख रक्कम रुपये = 1,00,00,000/-
8. देय मुद्रांक शुल्क :- रुपये 7,00,000/- भरलेले मुद्रांक शुल्क :- रुपये 7,00,000/-
9. देय नोंदणी फी. = रुपये. 30,000/-


सह दुय्यम निबंधक





CHALLAN
MTR Form Number-6



GRN	MH013486150201920M	BARCODE			Date	17/03/2020-09:05:48	Form ID	25.1
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Stamp Duty Registration Fee			TAX ID / TAN (If Any)				
				PAN No.(If Applicable)	AAHCC0359E			
Office Name	THN1_HQR SUB REGISTRA THANE URSAN 1			Full Name	CEEAR LIFESPACES PRIVATE LIMITED			
Location	THANE			Flat/Block No.	Survey No 234/1, 234/2 and 235			
Year	2019-2020 One Time			Premises/Bulding	Village Balkum, Tal. and Dist. Thane			
Account Head Details		Amount In Rs.		Road/Street	Thane			
0030046401 Stamp Duty		700000.00		Area/Locality	Thane			
0030063301 Registration Fee		300000.00		Town/City/District	Thane			
				PIN	4 0 0 6 0 8			
				Remarks (If Any)	PAN2=AAACG4413G-SecondPartyName=IMPERIAL CONSULTANTS AND SECURITIES LIMITED-			
				Amount In Words	Seven Lakh Thirty Thousand Rupees Only			
Payment Details				FOR USE IN RECEIVING BANK				
PUNJAB NATIONAL BANK				Bank CIN	Ref. No.	03006172020031700133 200320M520331		
Cheque/DD Details				Bank Date	RBI Date	20/03/2020-12:57:26 Not Verified with RBI		
Name of Bank				Bank-Branch		PUNJAB NATIONAL BANK		
Name of Branch				Scroll No. , Date		Not Verified with Scroll		

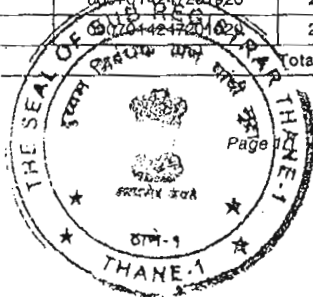


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7,30,000.00

Department ID: _____ Mobile No.: 9321191145
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
चादर चालान केवल दुर्ययम निरासक कार्यालयत मोदणी ककरावयाच्या दरतासारी लागू आहे. नोंदणी न ककरावयाच्या दरतासारी चदर धलन लागू नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(IS)-73-2015	0007017201920	20/03/2020-17:59:34	IGR113	30000.00
2	(IS)-73-2015	0007017201920	20/03/2020-17:59:34	IGR113	700000.00
Total Defacement Amount					7,30,000.00



Print Date 20-03-2020 05:59:36



CHALLAN
MTR Form Number-6






GRN	MH013486150201920M	BARCODE	Date		17/03/2020-09:05:48	Form ID	25.1
Department	Inspector General Of Registration			Payor Details			
Type of Payment	Stamp Duty Registration Fee		TAX ID / TAN (If Any)				
Office Name	THN1_HQR SUB REGISTRA THANE URBAN 1		PAN No.(if Applicable)	AAHCC0359E			
Location	THANE		Full Name	CEEAR LIFESPACES PRIVATE LIMITED			
Year	2019-2020 One Time		Flat/Block No.	Survey No 234/1, 234/2 and 235			
Account Head Details	Amount In Rs.	Premises/Building					
0030046401 Stamp Duty	700000.00	Road/Street	Village Balkum, Tal. and Dist. Thane				
0030063301 Registration Fee	30000.00	Area/Locality	Thane				
		Town/City/District					
		PIN	4 0 0 6 0 8				
		Remarks (If Any)	PAN2=AAACG44123-Second Party Name=IMPERIAL CONSULTANTS AND SECURITIES LIMITED- दस्ता क्र. २०१५ / २०२० ३ / ६५ Amount In Words Seven Lakh Thirty Thousand Rupees Only				
Total	7,30,000.00	Words					
Payment Details	PUNJAB NATIONAL BANK			FOR USE IN RECEIVING BANK			
Cheque/DD Details	Bank CIN	Ref. No.	03006172020031700133	200320M520331			
Cheque/DD No.	Bank Date	RBI Date	20/03/2020-12:57:26	Not Verified with RBI			
Name of Bank	Bank-Branch		PUNJAB NATIONAL BANK				
Name of Branch	Scroll No. , Date		Not Verified with Scroll				

Department ID :

Mobile No. 9321191145

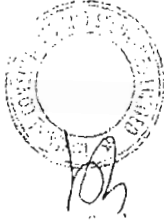
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सादर चलण केवल दय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सादर चलण लागू नाही.




 A. M. Purandare
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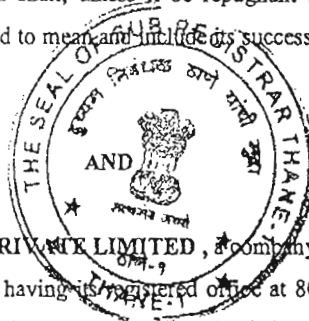
DEED OF CONVEYANCE



This Deed of Conveyance ("Deed") is made and executed at Thane, on this 19th day of March, 2020 by and between:



IMPERIAL CONSULTANTS AND SECURITIES LIMITED, a company registered under the Companies Act, 1956, having its registered office at Manickam Complex, Ground Floor, 1/3, General Patters road, Chennai, 600002 (CIN: U65993TN1993PTC024724 and PAN AAACG4413G), through its authorized representative Mr. N.B. Vyas, duly authorized *vide* a board resolution dated 3rd December, 2019 (hereinafter referred to as the "Seller", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest) of the FIRST PART;



CEEAR LIFESPACES PRIVATE LIMITED, a company registered under the Companies Act, 2013, having its registered office at 801, Crystal Tower CHS. Ltd. 48, Maruti Lane, Fort Mumbai, 400001 (CIN: U45200MH2017PTC295706 and PAN:AAHCC0359E), through its authorized representative Mr. Anukool Purandare, duly authorized *vide* a board resolution dated 5th December, 2019 (hereinafter referred to as the "Buyer", which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest and assigns) of the SECOND PART;

(The "Seller" and the "Buyer" are hereinafter individually referred to as a "Party" and collectively as the "Parties")

WHEREAS



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A. THE SELLER HAS REPRESENTED TO THE BUYER AS UNDER:

1. PROPERTY IIA:

- i. By an Order bearing ref. No. ZP/VP/LND/21188 dated 3rd July, 1963, the Chief Executive Officer, Zilla Parishad, Thane granted permission to the Balkum, Village Panchayat to sell all that piece and parcel of land bearing Old Survey No. 235A (part) admeasuring 2927 square yards or thereabouts out of 6655 square yards lying, being and situate at Village Balkum, Taluka and District Thane (hereinafter referred to as "old Property IIA") @ Rs. 3/- per square yard to Wellman (India) Private Limited (hereinafter referred to as "WIPL") for industrial purpose subject to the terms and conditions contained therein.
- ii. Thereafter, by and under a Sale Deed dated 4th September, 1963 registered with the office of Sub-Registrar of Assurances under serial No. 724 of 1963 and executed between the Grampanchayat, Balkum Taluka Thane and Kathod Patil, the Deputy Sarpanch (therein referred to as Vendors) of the One Part and WIPL (therein referred to as Purchaser) of the Other Part, the Vendors therein sold, granted and conveyed unto WIPL for industrial use, the old Property IIA, at and for the consideration and on the terms and conditions contained therein.

2. PROPERTY IIB:



By an Agreement dated 6th June, 1974 executed by WIPL, WIPL agreed to purchase that piece and parcel of land bearing Survey No. 141 admeasuring 3728 square yards or thereabouts lying, being and situate at Village Balkum, Taluka and District Thane (hereinafter referred to as "old Property IIB") which was a gurcharan land from the Government (of Maharashtra), in the manner and on the terms and conditions therein contained.

3. PROPERTY IIC:

By an Order bearing ref. No. 1887 dated 3rd October, 1964, the Collector, Thana granted all that piece and parcel of land bearing Survey No. 235C admeasuring 1573square yards or thereabouts lying, being and situate at



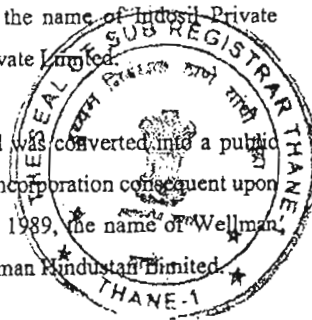
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Village Balkum, Taluka and District Thane (hereinafter referred to as "old Property IIC") to WIPL Limited for industrial purpose on payment of occupancy price of Rs. 4/- per square yard, subject to the terms and conditions contained therein.

4. By an Order bearing ref. No. ULC/W-20/IC/GAD/5247 dated 1st December, 1977 passed by the Government of Maharashtra, an exemption under Section 20(1) of the ULC Act, 1976 interalia, in respect of the said Old Property IIA, old Property IIB and Old Property IIC was granted to WIPL, subject to the terms and conditions contained therein.
5. Thereafter, a Company Application No. 238 of 1978 and Company Petition No. 779 of 1978 was filed before the High Court of Bombay for amalgamation of WIPL with one Indosil Limited and pursuant to an order, WIPL amalgamated with Indosil Limited.
6. Vide a fresh Certificate of Incorporation consequent upon change of name dated 13th January, 1979 issued by the Registrar of Companies the name of Indosil Limited was changed to Indosil Private Limited.
7. Subsequently, vide a fresh Certificate of Incorporation consequent upon change of name dated 28th September, 1979, the name of Indosil Private Limited was changed to Wellman Hindustan Private Limited.
8. Thereafter, Wellman Hindustan Private Limited was converted into a public limited company and vide a fresh Certificate of Incorporation consequent upon conversion change of name dated 21st August, 1989, the name of Wellman Hindustan Private Limited was changed to Wellman Hindustan Limited.
9. It appears that (i) the old Property No. IIA now bears New Survey No. 234/1 admeasuring 2,450 square metres or thereabouts as per the 7/12 extract (hereinafter referred to as "Property No. IIA"); (ii) the old Property No. IIB now bears New Survey No. 234/2 admeasuring 3,050 square metres or thereabouts as per the 7/12 extract (hereinafter referred to as "Property No. IIB"); and (iii) the old Property No. IIC now bears New Survey No. 235 admeasuring 1,300 square metres or thereabouts as per the 7/12 extract (hereinafter referred to as "Property No. IIC").



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10. Property No. IIA, Property No. IIB and Property No. IIC are hereinafter collectively referred to as "the said Property" and delineated by a red colour boundary line on the plan issued by TILR annexed and marked hereto as Annexure "A".

11. Vide a Fresh Certificate of Incorporation dated 31st March, 2015 issued by the ROC consequent upon change of name the name of Wellman (Hindustan) Limited was changed to Wellman Hindustan Private Limited (hereinafter referred to as "Wellman").

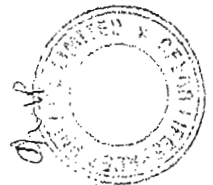
12. Wellman along with certain other companies was in the process of merging / amalgamating with the Seller, then known as Imperial Consultants and Securities Private Limited and accordingly a scheme for amalgamation was filed before the Gujarat High Court, the Bombay High Court and Madras High Court. The scheme of amalgamation for the aforementioned amalgamation was sanctioned by the Gujarat High Court vide Order dated 16th December, 2016 and by the National Company Law Tribunal ("NCLT") at Mumbai vide Order dated 13th April, 2017. However, the final order sanctioning the scheme of amalgamation was pronounced by NCLT Chennai vide its Order dated 3rd May, 2019.

13. Subsequently, the Seller was converted into a public limited company and the name was changed to "Imperial Consultants and Securities Limited" as per Fresh Certificate of Incorporation consequent on conversion of company from private company to public company dated 26 October 2017.



14. By various Deeds of Hypothecation (hereinafter referred to as "Hypothecations"), Wellman hypothecated the receivables arising from the said Property along with other properties in favour of Indiabulls Housing Finance Limited & Ors (hereinafter collectively referred to as "Indiabulls") and IDBI Trusteeship Services Limited (hereinafter referred to as "IDBI") to secure the repayment of a financial facility extended by Indiabulls and IDBI to Wellman. Though the Hypothecations reflect the description of the said Property, the same were inadvertently recorded. In any event, NOC of Indiabulls and IDBI (as referred to hereinafter) has been obtained.

15. In the interim, by 2 (two) Orders bearing Ref. No. Revenue/C-1/T-1/LBP/SR-14/2017 and Ref. No. Revenue/C-1/T-1/LBP/SR-15/2017 both dated 7



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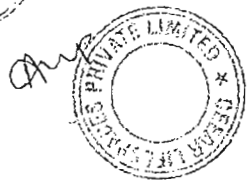
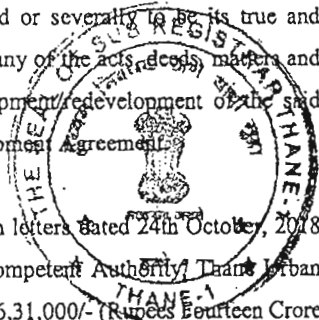
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September 2017, the Collector (Thane) inter alia granted permission to Wellman to sell and transfer the said Property on the terms and conditions as more fully stated therein. The costs and expenses of the aforesaid permissions including premium / amounts paid to the Collector thereunder have been paid by the Buyer.

16. By and under a Development Agreement dated 15th May, 2018 registered with the office of Sub-Registrar of Assurances under serial No. TNN-5-7065 of 2018 and executed between Wellman (therein referred to as Owner) of the One Part and the Buyer (therein referred to as the Developer) of the Other Part (hereinafter referred to "the Development Agreement"), Wellman has granted irrevocable and absolute development rights in respect of the said Property unto the Buyer, at and for a consideration and on the terms and conditions contained therein.

17. By Power of Attorney dated 15th May, 2018 registered with the office of Sub-Registrar of Assurances under serial No. TNN-5-7068 of 2018 executed by Wellman in favour of the Buyer (hereinafter referred to as "POA No. 2"), Wellman nominated, constituted and appointed the Buyer (through its directors/authorized signatories) jointly and or severally to be its true and lawful attorneys to execute, perform all or any of the acts, deeds, matters and things in respect and to carry out development/redevelopment of the said Property as contemplated under the Development Agreement.

18. By a letter dated 24th May, 2018 read with letters dated 24th October, 2018 and 9th March, 2020, the Collector and Competent Authority Thane Urban Agglomeration, raised a demand of Rs.14,06,31,000/- (Rupees Fourteen Crore Six Lakh Thirty One Thousand only) to be paid as premium for grant of consent to sell and transfer the lands exempted vide the Exemption Order. The letter dated 24th May, 2018 inter alia stated that upon payment of such amount the remark of 'Exemption under section 20 of the Urban Land (Ceiling and Regulation) Act, 1976 ("ULC Act") and transfer prohibited' will be deleted from the revenue records of the exempted lands which includes the said Property. In furtherance thereto, the aforesaid premium amount was paid by the Seller on 12th March, 2020 and vide an order dated 17th March, 2020 bearing reference No. Ta.Kr/ULC/TA/ATP/No.Sw/ (hereinafter referred to as "ULC Order") passed by Wellman & Hindutan/ Collector and Competent Authority, Thane the sale and transfer of inter alia, the 239/20



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said Property has been permitted and it has been directed that the remark of 'the exemption under Section 20 of the ULC Act and transfer prohibited' be deleted from all the records, including revenue records. In view of the above, the provisions of the ULC Act including the exemptions stated therein are not applicable to the said Property. A copy of the ULC Order is annexed hereto as Annexure "B".

19. The Seller is vested with ownership rights in respect of the said Property being Occupant Class II lands and has clear and marketable title of the said Property, free from any encumbrances, with absolute, exclusive and unhindered possessory rights and entitlements subject to the terms and conditions attached to the said Property being Occupant Class II lands.

20. As stated above, NCLT, Division Bench, Chennai passed an order dated 3rd May, 2019 in CP/154/CAA/2019 in TCP/176/CAA/2017 under Sections 391 to 394 of the Companies Act, 1956 and the corresponding provisions of the Companies Act, 2013 in the matter of Scheme of Amalgamation between 8 (eight) transferor companies which included Wellman with the Petitioner/Transferor Company viz. Seller, the scheme of amalgamation was sanctioned. The aforesaid order dated 3rd May, 2019 passed by the NCLT, Chennai ("Merger Order") alongwith the aforesaid orders dated 16th December, 2016 and 13th April, 2017 have been registered by the Seller with the concerned office of the Sub Registrar of Assurances at Thane No. 5 under Serial No. TNN-5/177 of 2020 and relevant stamp duty has been paid thereon.



21. A No Objection Certificate dated 6th March, 2020 from Indiabulls ("NOC 1") and a No Objection Certificate dated 6th March, 2020 from IDBI Trusteeship Services Limited ("NOC 2") (NOC 1 and NOC 2 shall hereinafter collectively be referred to as "NOCs") in respect of Hypothecations that have been obtained thereby stating that Indiabulls and IDBI have no objection to the sale and transfer of the said Property by the Seller in favour of the Buyer subject to the terms and conditions thereof. The NOCs further states that within 15 (fifteen) days from the receipt of the amount(s) mentioned in the NOCs, necessary Deed(s) of Release shall be executed and registered and simultaneously, the original title deeds in the possession of Indiabulls (as listed in the Annexure "C" hereunder written) ("Original Title Deeds") shall be handed over to the Buyer.



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22. In pursuance of the 2 (two) Orders bearing Ref. No. Revenue/C-1/T-1/LBP/SR-14/2017 and Ref. No. Revenue/C-1/T-1/LBP/SR-15/2017 both

dated 7 September 2017, by another letter / order dated 9th March, 2020 bearing reference no. Revenue/Division-1/TE-1/KAVI-7736/2020 ("Collector NOC"), the Collector (Thane), has permitted the Seller to sell and transfer the said Property in favour of the Buyer. It is expressly agreed and clarified that all costs and expenses including premium / amounts payable to the Collector under the letter dated 9th March, 2020 permission shall be borne and paid by Seller.

23. The Parties are simultaneously with execution hereof also executing a deed of conveyance to sell, transfer and convey all those pieces or parcels of freehold land bearing (i) New Survey No. 39 admeasuring 4,450 sq. metres or thereabouts; (ii) New Survey No. 40 admeasuring 2,230 sq. metres or thereabouts; and (iii) New Survey No. 41/1 admeasuring 20,100 sq. metres or thereabouts thus admeasuring in aggregate 26,780 sq. metres or thereabouts situated at Village , Thane, ("Freehold Land") unto the Buyer, in terms thereof. This Freehold Land is more specifically demarcated and delineated by a blue colour boundary line on the plan issued by TILR annexed and marked hereto as Annexure "A".

24. The Seller is desirous of selling, transferring, conveying and assigning unto the Buyer all their right, title, interest in the said Property and the Buyer relying on the representations, assurances and warranties of the Seller, as contained in this Deed and the Buyer is desirous of purchasing and acquiring right, title and interest in the said Property along with all benefits, appurtenances incidental and/or ancillary to and/or associated with the said Property for the consideration, in the manner and on the terms and conditions mentioned herein.

25. The Seller has prior to execution of this Deed provided to the Buyer, a certificate issued by the Income Tax Authority under Section 281 of the Income Tax Act, 1961.

26. In supersession to the Development Agreement, the Seller and the Buyer are entering into this Deed to effect immediate, absolute, unconditional and irrevocable, sale, transfer and conveyance of the said Property from Seller to the Buyer on the terms and conditions hereinafter contained.



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

1. DEFINITIONS

In this Sale Deed, the following words shall have the meanings as assigned to them herein below:

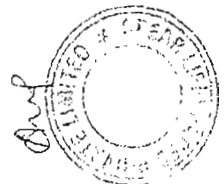
1.1. "Applicable Law"/"Applicable Laws" shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any other statutory authority in India in existence on the date of execution hereof.

1.2. "Encumbrances" means any of the following relating to the said Property :

a) encroachment, easement rights, acquisition, attachment (in the decree of the court or of the Income Tax Department or any other departments of any Governmental Authority or of any other person or entity), lien, claims, impediment, will, lease, license, sub-license, exchange, partition, tenancy, sub-tenancy, gift, inheritance, trust, guarantee for recovery of loan etc. to any person or persons/banks/financial institutions or any other third party whereby the right of the Seller to sell the said Property is affected; or

memorandum of understanding, development agreement, joint venture agreement, title retention agreement, power of attorney, conducting agreement, plot allotment or sale documents or any other similar agreement/document of any nature whatsoever; or

litigation, disputes, default notice / claim by any person/ Governmental Authority mortgage, pledge, guarantee equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other persons, security interest, interest, option, charge, 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) and includes any other security interest or encumbrances of any kind whatsoever, or any agreement, whether conditional or otherwise, to



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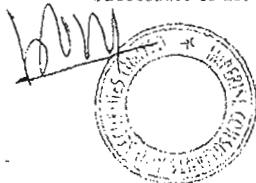
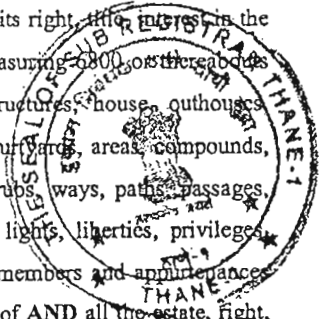
create any of the same.

1.3. "Governmental Authority" shall mean any national, state, provincial, government or governmental department, any regulatory or administrative authority, branch, agency or instrumentality of any government, any statutory body or commission or any non-governmental regulatory or administrative authority including Real Estate Regulatory Authority, local and municipal authorities, or any other body or organization in India or any court, tribunal, arbitral, judicial or quasi-judicial body, income-tax authorities, direct and indirect tax authorities, custom/ excise authorities to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organization having the force of law;

2. The Parties hereby agree, declare and confirm that the recitals contained hereinabove and the Schedules and Annexure/s hereto shall form an integral and operative part of these presents, as if the same were reproduced herein verbatim.

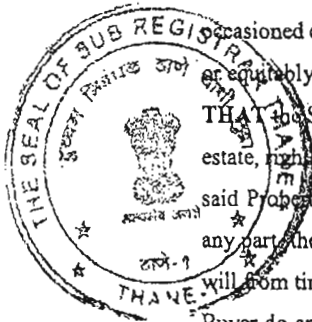
3. **CONVEYANCE, TRANSFER AND SALE:**

3.1 On execution hereof and for the Consideration as stated in clause 4 below, the Seller doth hereby, subject to the terms and conditions attached to the said Property being Occupant Class II lands including the Collector NOC, absolutely and irrevocably grants, sells, conveys, transfers, assures and assigns unto the Buyer, free from all Encumbrances, all its right, title, interest in the said Property i.e. Occupant Class II lands admeasuring 6800 sq. mtr. or thereabouts TOGETHER WITH all and singular the structures, house, outhouses, fencing, compound walls, edifices, buildings, courtyards, areas, compounds, sewers, drains, ditches, fences, trees, plants, shrubs, ways, paths, passages, common gullies, wells, waters, water courses, lights, liberties, privileges, benefits, easements, profits, advantages, rights, members and appurtenances whatsoever to the said Property or any part thereof AND all the estate, right, title, interest, claim, floor space index (present and future), entire development potential by whatever name called AND TO HAVE AND TO HOLD all and singular the said Property hereby granted, released, sold, transferred, conveyed and assured or intended or expressed so to be with their all rights, members and appurtenances UNTO AND TO THE USE and benefit of the Buyer, its successors or assigns absolutely forever AND the Seller doth hereby covenants



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with the Buyer THAT notwithstanding any act, deed, matter or thing whatsoever by the Seller or by any person or persons lawfully or equitably claiming by, from, through, under or in trust for the Seller made, done, committed, omitted, to be done or executed or knowingly or willingly suffered to the contrary THE SELLER doth now have in itself good right, full power and absolute authority to grant, release, convey, transfer and assure all their right, title, interest in the said Property hereby granted, released, conveyed, transferred and assured and/or confirm the same in the manner stated herein or intended so to be unto and to the use of the Buyer in the manner aforesaid AND THAT it shall be lawful for the Buyer from time to time and at all times hereafter to peacefully and quietly hold, enter upon, use, occupy, possess the said Property and to solely and absolutely own and enjoy all the right, title, interest in the said Property hereby granted released, conveyed, transferred and assured in the manner stated herein, with its appurtenances and receive the rents, issues and profits thereof and of every part thereof to and for its own use and benefit without any suit or lawful eviction, interruption, claim and demand whatsoever from or by the Seller and/or its successors or from or by any person or persons lawfully or equitably claiming or to claim by from under or in trust for them subject to the terms and conditions attached to the said Property being Occupant Class II lands AND THAT the Buyer shall free and clear and freely and clearly and be absolutely acquitted, exonerated released and forever discharged or otherwise by the Seller and well and sufficiently saved, defended, kept harmless and indemnified of from and against all Encumbrances whatsoever either already or to be hereafter made, executed, occasioned or suffered by the Seller or by any other person or persons lawfully or equitably claiming by from under or in trust for them AND FURTHER THAT the Seller and all persons having or lawfully or equitably claiming any estate, right title or interest at law or in equity in the right, title, interest in the said Property hereby granted, released, conveyed, transferred and assured or any part thereof by, from, under or in trust for them or any of them shall and will from time to time and at all times hereafter at the request and costs of the Buyer do and execute or cause to be done and executed all such further and other lawful and reasonable acts, matters, assurances, deeds, things in law whatsoever for better and more perfectly and absolutely granting and assuring the right, title, interest in the said Property hereby granted unto and to the use of the Buyer in the manner aforesaid as shall or may be reasonably required by the Buyer AND the Seller hereby covenant with the Buyer that the Seller is not prevented from granting, selling and conveying its right, title, interest in the



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said Property in manner aforesaid and that the Seller has not done or omitted to do any act, deed matter or thing whereby the same or any part thereof is, can or may be charged, encumbered or prejudicially affected in estate, title or otherwise howsoever.

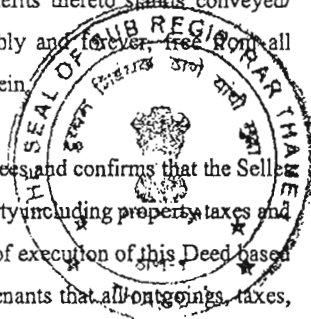
3.2 AND FURTHER THAT prior to execution hereof, the Seller has put the Buyer in quiet, vacant and peaceful possession of the said Property. Henceforth, the Buyer shall be entitled to be in peaceful possession and enjoyment of the said Property as absolute owner and it shall be lawful for the Buyer at all times to possess, own, occupy and enjoy the said Property hereby conveyed and sold, with all its appurtenances together with all the rights for its benefit without any interference from the Seller and its predecessor-in-title or anybody whomsoever claiming through or under the Seller.

3.3 AND FURTHER THAT simultaneously with the execution and registration of this Deed, the Seller has handed over and Buyer has received the original documents more particularly listed in Annexure "D" in respect to the said Property (other than the Original Title Documents as listed out in Annexure C referred to herein) which were available with the Seller.

3.4 AND FURTHER THAT the Seller hereby covenants and confirms that on execution hereof, the title / ownership to the said Property and all rights, easements, privileges, appurtenances and benefits thereto stands conveyed/ transferred to the Buyer absolutely, irrevocably and forever, free from all Encumbrances on the terms and conditions herein.

3.5 AND FURTHER THAT the Seller hereby agrees and confirms that the Seller has paid all outgoings related to the said Property including property taxes and municipal dues pertaining to period upto date of execution of this Deed based on bills received by the Seller. The Seller covenants that all outgoings, taxes, direct and indirect, payable in respect of the said Property prior to the execution hereof shall be paid by the Seller.

3.6 AND FURTHER THAT the Seller shall at the costs and expenses of the Buyer, whenever required by the Buyer to do so, from time to time and at all times hereafter, do, execute and sign and/or cause to be done, executed and signed, all such acts, letters, forms, applications, deeds, writings, affidavits and documents as may be required under the applicable laws for more effectually



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transferring the said Property unto and to the use of the Buyer forever. However the Seller shall not claim and/or demand any additional payments in respect of the aforesaid.

3.7 AND FURTHER THAT the Seller hereby agrees to sign all documents and writings as may be required for transferring the said Property in the Buyer's name in the records of Government or Grampanchayat / Municipal Authorities and other Public Authorities / competent authorities and shall do all other acts in connection therewith at the sole costs and expenses of the Buyer. The Buyer shall, at its own cost and expense update its name in the revenue records pursuant to the execution and registration hereof.

3.8 AND FURTHER THAT the Parties to this Deed, hereby confirm that the Consideration as mentioned in this Deed is adequate for their acts, obligations and representations, the sufficiency and validity of which they shall not challenge hereinafter.

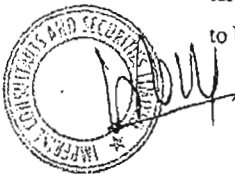
3.9 AND FURTHER THAT the Seller shall comply with conditions as mentioned in the Certificate under Section 281 of the Income Tax Act, 1961 and submit documentary evidence with respect to the same to the Buyer, within the time limit as mentioned under such Certificate

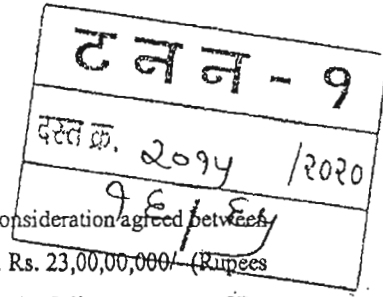
4. CONSIDERATION:



The consideration for sale and transfer of the said Property is to be paid / handed over on the respective due date/s by the Buyer without any delay and/or objection in accordance with the terms hereof time being of essence. In the event of failure of Buyer to pay / hand over consideration to the Seller on the respective due date/s, the Seller will at that time be entitled to a statutory charge on the said Property for such unpaid consideration. It is agreed that any charge created by the Buyer in respect of the said Property pursuant to and post execution of these presents shall always be secondary to the statutory charge in favour of the Seller for unpaid / unhandover consideration.

4.2 It is hereby agreed between the Parties that the Consideration to be paid in terms of the this Deed shall be inclusive of the consideration which was agreed to be paid by the Buyer to the Seller in terms of the Development Agreement.





4.3 The Parties hereby agree that over and above the consideration agreed between the Parties under the Development Agreement i.e. Rs. 23,00,00,000/- (Rupees Twenty Three Crores Only), the Buyer shall pay to the Seller an amount of Rs. 1,00,00,000/- (Rupees One Crore Only) and accordingly the total amount payable to Seller by the Buyer shall be Rs. 24,00,00,000/- (Rupees Twenty Four Crores Only), subject to deduction of taxes under the applicable laws. The total amounts payable to the Seller under this Deed shall, for the purpose of this document be referred to as the "Consideration", which shall be paid in following manner: :

- i. Prior to the execution hereof, the Buyer has paid an amount of Rs. 50,000/- (Rupees Fifty Thousand only) in favour of the Seller (the payment and receipt whereof the Seller hereby admits and acknowledges and of and from the same and every part thereof doth hereby acquit, release and discharge the Buyer forever);
- ii. Simultaneously on execution and registration hereof the Buyer has paid an amount of Rs. 13, 99, 50, 000 /- (Rupees Thirteen Crores Ninety Nine Lakhs and Fifty Thousand only) subject to deduction of taxes under the applicable laws to the Seller;
- iii. On payment of the entire transfer premium under the Collector NOC payable to the Collector towards the sale and transfer of the said Property in favour of the Buyer and furnishing a receipt thereof to the Buyer, the Buyer shall pay an amount of Rs. 10,00,00,000/- (Rupees Ten Crores Only) subject to deduction of taxes under the applicable laws to the Seller.

4.4 The Seller hereby unequivocally agrees, covenants and undertakes to receive the Consideration in terms hereof and the Buyer hereby unequivocally agree, covenants and undertakes to pay the Consideration to the Seller in terms hereof and strictly in line with the timelines stated above (time of payment being the essence of contract). Subject to what is stated in clause 4.1 above, the Parties further agree that the Buyer's liability towards payment of the unpaid Consideration shall not constitute a "Charge" and or "Lien" over the said Property. Further, it is clarified that the title to the said Property stands transferred and conveyed to the Buyer absolutely and forever on the execution hereof. Provided, however, as stated above, subject to provisions of Clause 4, in the event, the Buyer fails to discharge the Consideration in terms of this



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Deed on the respective due date/s, at that time, the same shall result in statutory charge on the said Property under the Applicable Laws including Transfer of Property Act, 1882 in favour of the Seller and further the Buyer undertakes and covenants to create a specific charge on the said Property, if so required to the extent of the unpaid Consideration as per the provisions of the Applicable Laws in favour of the Seller.

4.5 The Consideration shall be subject to deduction of taxes as per Applicable Laws/Acts. The Buyer shall provide the TDS certificate/s to the Seller respectively in accordance with the timelines stipulated under the Income Tax Act, 1961.

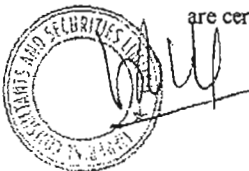
4.6 It is expressly agreed and clarified that in the event of default of payment Consideration on the respective due-date in the manner stated hereinabove, notwithstanding and in addition to any other rights and remedies available to the Seller, the Buyer will be liable to pay interest at the rate of 6% per annum from the date of default till the date of payment and realisation thereof (along with interest).

5. REPRESENTATIONS AND WARRANTIES OF THE SELLER – The Seller hereby represents and warrant to the Buyers that each of the following representations and warranties are true, accurate, complete, valid and subsisting:



5.1 The Seller has absolute right, title and interest in respect of the said Property and is well and sufficiently entitled to and is absolutely seized and possessed of the said Property. Apart from the Seller, no other person or entity has any right, title or interest in or in any part of the said Property, or is entitled to the unfettered physical possession, occupation, use or control of whole or any part of the said Property. The title and possession of the Seller to the said Property is clear and marketable and free from all Encumbrances subject to the terms and conditions attached to the said Property being Occupant Class II lands.

5.2 The Seller have not taken any deposit/earnest money/advance from any person and the right of the Seller to sell and/ or transfer the said Property to the Buyer and to handover vacant physical possession thereof is not jeopardized. There are certain vacant structure/s on the said Property, which are to be demolished.



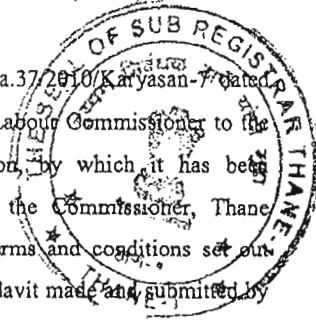
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5.3 The following permission / approvals for the said Property are available with the Seller:

- (i) Non-agricultural use permission given by order bearing ref. No. RB.IV.1099 dated 30th August, 1969 passed by the Office of the Collector, Thana in respect of Property IIA and Property IIC
- (ii) Non-agricultural use permission given by order bearing ref. No. RB-IV-WS-1052/73 dated 17th August, 1973, issued by the Collector, Thana, in respect of Property IIB, Property IIA, Property IIC.
- (iii) Government of Maharashtra's order dated 1st December, 1977 bearing Reference No. ULC/W-20/IC/GAD/5247 granting its exemption under Section 20 of Urban Land (Ceiling & Regulation) Act, 1976 inter alia in respect of the said Property.
- (iv) Order bearing ref. no. IR/25-O/1/2010/Desk-7 dated 19th April, 2010 passed by the Commissioner of Labour, Maharashtra State, Mumbai by which permission has been granted to Wellman Hindustan Limited for closure of its industrial establishment situated inter alia at the said Property under Section 25-O(2) of the Industrial Disputes Act, 1947, on the terms therein contained.
- (v) Letter bearing ref. no. KaAa/Nahapra/Pra.Kra.37/2010/Karyasan-7 dated 24th January, 2011 issued by the Office of Labour Commissioner to the Commissioner, Thane Municipal Corporation, by which it has been informed by the Labour Commissioner to the Commissioner, Thane Municipal Corporation that subject to the terms and conditions set out therein and pursuant to the Undertaking/ Affidavit made and submitted by Wellman Hindustan Limited, the office of the Labour Commissioner has issued its NOC for development/sale/transfer inter alia, of the said Property, on the terms therein contained.
- (vi) Orders bearing ref. Nos. SR-14/2017 and SR-15/2017 both dated 7th September, 2017 issued by the Collector, Thane, read with 9th March, 2020 order whereby permission has been granted to Wellman Hindustan Limited for sale and transfer of the said Property on the terms and conditions contained therein.
- (vii) Letter dated 24th May, 2018 read with letter dated 24th October, 2018 and 9th March, 2020 addressed by the Collector and Competent Authority, Thane Urban Agglomeration.
- (viii) ULC Order.



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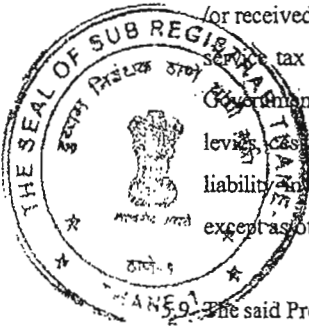
5.4 No amount/premium/penalty/interest/demand has been raised by the authority and/or is due and payable to the authorities.

5.5 Save and except as the labour proceedings as stated in Annexure "E" against the Seller, there are no other proceedings pending in any court of law and/or before any Governmental Authority and the Seller is alone liable / responsible for the same.

5.6 All information in relation to the said Property as available with the Seller which would be material to Buyer for the purposes of consummating the said transaction, has been made available and disclosed to Buyer.

5.7 there are no applications and/or proceedings pending and/or initiated in any Court of Law or before any Tribunal or arbitration or before any Government Authority and/or statutory authorities with respect to the Property or any part thereof, nor is there any injunction or order received, from any Court, Collector, Revenue Authority, Municipal Corporation/Council for any taxation or other dues or any lis-pendens or notice of lis-pendens, nor is there any attachment or injunction on the said Property which may, in any manner, affect or jeopardise the right of the Seller to sell and transfer the same in favour of the Buyer.

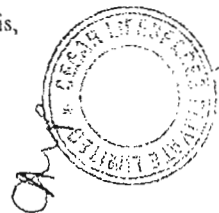
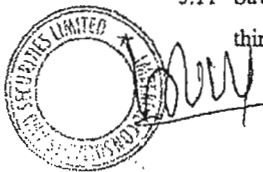
5.8 There are no prohibitory orders or any attachment orders passed / pending and /or received by the Seller under the Income Tax Act, 1961 and/ or goods and services tax act and/or other act / law for taxes due or of any department of Government, Central or State or Local Body, Public Authority for taxes, levies, cesses, duties, penalties or for amount of any matter whatsoever, any liability in respect of Seller or with respect of the said Property save and except as otherwise stated herein.



5.9 The said Property is not affected by Tribal/ Adivasi/minors or any such similar issues.

5.10 That the said Property falls under Industrial Zone.

5.11 Save and except as mentioned herein, the Seller has not done any act deed or thing whereby the title of the Seller to the said Property or any part thereof is,



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can, shall or may be charged, encumbered, impeached or prejudicially affected in estate, title or otherwise howsoever.

5.12 The said Property along with the lands as stated in Freehold Land are completely bounded by wall/fence and there are no disputes as regards the demarcation and boundaries of the said Property. Further, the Seller has obtained plan issued by Taluka Inspector of Land Records ("TILR") which is annexed as Annexure A and the same matches with revenue records and ownership documents and the same is true and accurate.

5.13 The Seller holds the said Property as "Occupant Class-II" on terms and conditions mentioned in (i) Order bearing ref. No. ZP/VP/LND/21188 dated 3rd July, 1963; (ii) Agreement dated 6th June, 1974 and (iii) Order bearing ref. No. 1887 dated 3rd October, 1964 and (iv) Collector NOC dated 9th March, 2020 ;

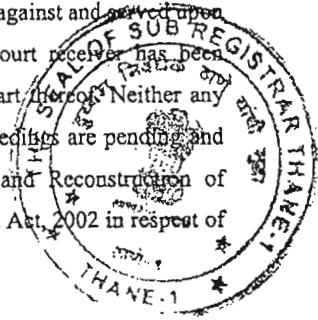


5.14 The said Property is contiguous and is reflected as 'non - agricultural land' in the revenue records and except as stated herein no other permissions/NOCs are required for the transfer of the said Property;

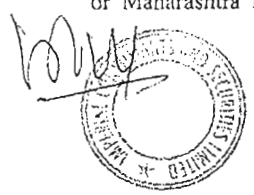


5.15 Save and except what is disclosed herein, there are no Encumbrances on the said Property and the same are to be dealt with in terms hereof;

5.16 No petition or proceedings for insolvency of the Seller is pending or has been filed or initiated before any Court of Law or other Competent Authority and received by or against the Seller. There are no winding up notices received by the Seller which are pending to be settled and/or filed against and served upon the Seller. Neither a provisional liquidator nor a court receiver has been appointed with respect to the said Property or any part thereof. Neither any notice has been received by the Seller nor any proceedings are pending and served under the provisions of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 in respect of the said Property or any part thereof;



5.17 No notice is received by the Seller that the said Property or part thereof is declared as protected forest / reserved forest / private forest/forest land by the State Government / Central Government under Indian Forest Act, 1927 and / or Maharashtra Private Forest (Acquisition) Act, 1975 and that no notice



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including notice u/s 35(3) and notification u/s 35(1) of Indian Forest Act, 1927 is passed or issued by the State Government / Central Government is received by them nor any enquiry under any of the provisions of Maharashtra Private Forest (Acquisition) Act, 1975 or any other act/law is received by the Seller and pending in respect of the said Property or part thereof;

5.18 The assessment of land revenue / property taxes have been duly made in accordance with the process of the law and the Seller has paid all rates, taxes and other public charges in respect of the said Property pertaining to period up to the date hereof (based on bills received in respect thereof). The Seller shall be liable for arrears of any such rates, taxes or any other public charges, payable to the government authority or any other revenue or local body or any other authorities upto date of execution hereof. The Seller has paid upto the date hereof (based on bills received in respect thereof) all property taxes, rates, duties, cesses, levies including N.A. assessments, other assessments, water charges, electricity charges or any other amount payable to any authority in respect of the said Property and in the event there are outstanding dues in regard to the same upto date of execution hereof, the Seller shall borne and pay the same;

5.19 No notice has been received by the Seller that the said Property is reserved or acquired for any public purpose viz. State Government or government authority or Co-operative or private Institution or Semi government authorities Special Economic Zone or state highway or national highway;



5.20 There are no well(s) and/or any religious structure(s) on the said Property or any portion thereof;

5.21 The Seller has not applied for or obtained any permission and/or approval for construction on the said Property;

5.22 Neither the said Property nor any part thereof is not affected by any Coastal Regulation Zone (CRZ) regulations;

5.23 Neither the said Property nor any part thereof falls under Eco Sensitive Zone of Sanjay Gandhi National Park and Tungareshwar National Park;



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5.24 the transaction as envisaged under this Deed is not ultra vires incorporation documents of the Seller;

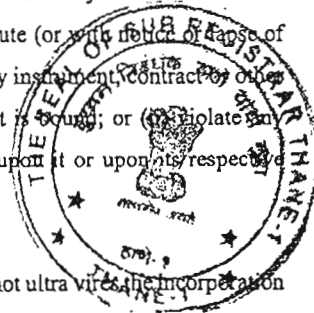
5.25 The execution and delivery of this Deed and the performance of the transaction contemplated herein has been duly authorised by its directors/ shareholders (as required under Applicable Laws) and all necessary corporate or other actions of the Seller including the execution and registration of this Deed by the Seller and all other related deeds, documents and writings and thereby to bind the Seller by the terms hereof and to perform its obligations hereunder and the consummation of the transaction contemplated hereunder shall not: (i) conflict with or result in any breach or violation of any of the terms and conditions of or constitute (or with notice or lapse of time or both will constitute) a default under, any instrument, contract or other agreement to which it is a party or by which it is bound; or (ii) violate any order, judgment or decree against, or binding upon it or upon its respective securities, properties or businesses;

6. REPRESENTATIONS AND WARRANTIES OF THE BUYER:- The Buyer hereby represents and warrants to the Seller that each of the following representations and warranties, is true, accurate, complete, valid and subsisting:

6.1 Necessary corporate approvals/actions including board/member's resolution, to the extent applicable in relation to the execution and consummation of the transactions contemplated herein by the Buyer have been obtained and a certified copy thereof is annexed hereto and the performance of the obligations of the Buyer hereunder will not (i) conflict with or result in any violation of its constitutional documents (ii) conflict with or result in any breach or violation of any of the terms and conditions of or constitute (or with notice or lapse of time or both will constitute) a default under, any instrument, contract or other agreement to which it is a party or by which it is bound; or (iii) violate any order, judgment or decree against, or binding upon it or upon its respective securities, properties or businesses.

6.2. The transaction as envisaged under this Deed is not ultra vires the incorporation documents of the Buyer;

6.3. In the event the Buyer, at its sole discretion, utilises / exercises the option of buying back the Amenity Open Space under the applicable law (whether with



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retrospective effect or otherwise howsoever), and carry out development the area of land accruing by virtue of the buy-back of the Amenity Open Space ("AOS Area") from the Thane Municipal Corporation and/or concerned authority during the period starting from the date of the execution of said Conveyance till full development potential of the said Property has been exploited and full Occupation Certificate has been obtained in respect thereof (at the costs and expenses of the Buyer) then, the Parties hereto shall mutually agree in writing as to the manner in which the AOS AREA arising pursuant to such buy-back shall be shared between the Parties and/or their nominee/s as maybe agreed.

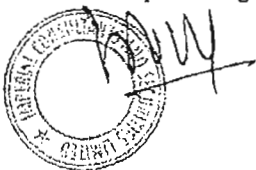
6.4. The Buyer shall pay all amount/s in respect of the said Property from the date hereof including but not limited to outgoing, levies, rates, duties, charges, assessments, cess, taxes or any other public charges, payable to the government authority or any other revenue or local body or any other authorities or any other party or otherwise whomsoever in respect of the said Property as well as water charges, electricity charges or any other amount payable in respect of the said Property, now chargeable upon the same and/or hereafter to become payable to the concerned authority/ body/entity/party.

7. Any portion of the consideration paid to any authority under this Deed shall be deemed to be made on the request of Seller and shall discharge the Buyer of its obligation to pay the Consideration.

8. **DISPUTE RESOLUTION AND ARBITRATION :**



In the case of any dispute, controversy or claim arising out of or in connection with this Deed, including any questions regarding its existence, validity, interpretation, breach or termination, between any of the Parties then such Parties shall attempt to first resolve such dispute or claim through discussions between managers or representatives of the disputing the Parties. If the dispute is not resolved through such discussions within 30 days after one disputing Party has served a written notice on the other disputing Party requesting the commencement of discussions, such dispute shall be finally settled through arbitration in accordance with the Arbitration and Conciliation Act, 1996 as in force on the date hereof or any subsequent amendment thereof. The seat and venue of arbitration shall be at Mumbai and the language of the arbitration proceedings shall be English. The arbitral tribunal shall consist of 1 (one)



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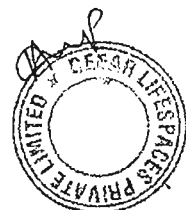
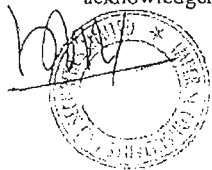
arbitrator, to be appointed by the Parties mutually in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the amendments made thereto from time to time as may be applicable.. Each disputing Party shall co-operate in good faith to expedite the conduct of any arbitral proceedings commenced under this Deed. The Parties shall be responsible to bear their respective costs and expenses in relation to any such arbitration proceeding and any cost with respect to setting up of such arbitral tribunal. Any decision of the arbitral tribunal shall be final and binding on the Parties.

9. INDEMNITY

The Seller ("Indemnifying Party") hereby indemnify and agree to keep indemnified, defend and hold harmless the Buyer, its officers, directors and agents for the time being and their successors and assigns ("Indemnified Party") from and against any and all losses, claims, damages, actions, assessments, taxes, costs and expenses, including interest, penalties, costs suffered or incurred by the Indemnified Party (save and except legal and attorney costs), arising out of, resulting from, or may be payable by virtue of: (i) any breach of any of the terms, conditions, covenants or obligations undertaken by the Indemnifying Party under this Agreement; or (ii) any of the representation or warranties provided by Indemnifying Party hereunder being false/incorrect or (ii) any Encumbrances arising in respect of title to the said Property (except for the Encumbrance which would arise due to acts of the Buyer) or (v) any non-disclosure by the Seller of all known facts or documents affecting the title or the right of the Seller to the said Property or (vi) proceeding/s including labour proceeding/s disclosed hereof by the Seller and as stated in Annexure E and/or arising therefrom.

10. NOTICES

All notices, approvals, instructions and other communications for the purposes of this Deed shall be given in writing by personal delivery or by sending the same by speed post/ registered post addressed to the Party concerned at the address stated below, or any other address subsequently notified to the other Party for the purposes of this Clause, and, shall be deemed to be effective in the case of personal delivery or delivery by speed post/ registered post acknowledgement due at the time of delivery:



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दस्तक. 2094	/2020
24	1/84
If to the Seller	

Manickam Complex,
Ground Floor, 1/3, General Patters road,
Chennai, 600002
Kind Attention: Mr. N.B. Vyas
E-mail: rtgsjb2@gmail.com

If to Buyer:
801, Crystal Tower CHS. LTD. 48,
Maruti Lane, Fort Mumbai-400001
Kind Attention: Mr. Neeraj Gupta/Mr. Rajib Das
E-mail: notices@godrejproperties.com

11. SUPERSEDE

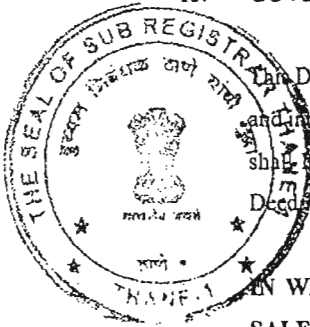
This Deed shall supersede all prior agreements and understandings between the Parties in respect of the said Property.

12. TAXES, STAMP DUTY AND REGISTRATION CHARGES –

The entire stamp duty and the registration charges relating to the Deed and/or incidental documents executed in pursuance hereto shall be borne by the Buyer. Each Party shall be responsible for their respective tax liabilities, such as Income-tax, Capital Gains Tax and all other applicable statutory taxes if any, arising out of or as a result of this Deed.

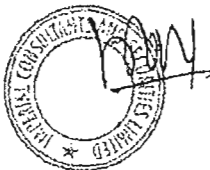
13. GOVERNING LAW AND JURISDICTION

This Deed and the relationship between the Parties hereto shall be governed by and interpreted in accordance with the laws of India and the Courts at Mumbai shall have exclusive jurisdiction in relation to all matters arising out of this Deed.



IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS SALE DEED ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN:

Schedule



टनन - १

वेत्तक. २०१५ / २०२०

२६ / ६५

DESCRIPTION OF THE SAID PROPERTY

All the pieces and parcels of occupant class II land bearing (i) New Survey No. 234/1 admeasuring 2450 square metres or thereabouts (as per 7/12 extract); (ii) New Survey No. 234/2 admeasuring 3050 square metres or thereabouts (as per 7/12 extract); and (iii) New Survey No. 235 admeasuring 1300 square metres or thereabouts (as per 7/12 extract) thus admeasuring in aggregate 6800 square metres or thereabouts situated at Village Balkum, Thane, along with all right, title, easements, benefits, appurtenances to the same and bounded as follows:

On or towards the North : Balkumbh Rasta (Road)
On or towards the South : Survey No. 39
On or towards the East : Survey No. 41
On or towards the West : Survey No. 136

Signed and Delivered

By the withinnamed Seller

Imperial Consultants and

Securities Limited Through

the hands of its Director /

Authorised Signatory, Mr.

N.B. Vyas, duly authorised

pursuant to resolution of

Board of Directors dated 3rd

December, 2019

in the presence of

For Imperial Consultants and Securities Limited

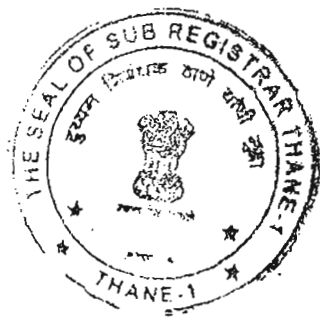


Director / Authorised Signatory



1. NAQESH PAWAR *Naqesh*

2. MADHURA SAMANT *Madhura*

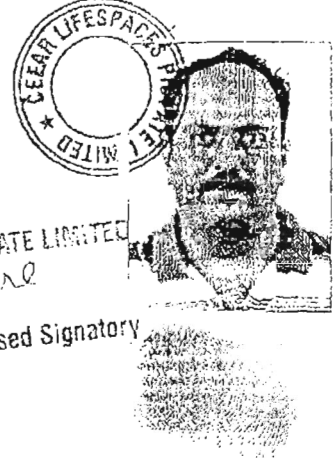


ट न न - १
वसत. २०१५ / २०२०
२६/१५

Photo of the Authorised
Signatory

Signed and Delivered
By the withinnamed Buyer
Ceear Lifespaces Private
Limited
Through the hands of its
Director / Authorised
Signatory, Mr. Anukool
Purandare, duly authorised
pursuant to resolution of
Board of Directors dated 5th
December, 2019
in the presence of

1. NAGESH PAWAR *Nagesh*
2. MADHURA SAMANT *Madhura*



For CEEAR LIFESPACES PRIVATE LIMITED
A.M. Purandare
Authorised Signatory

Photo of the Authorised
Signatory



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दस्तक. 2094 / 2020
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RECEIPT

Received the day and date first hereinabove written of and from the withinnamed Buyer a sum of Rs. 13, 99, 50, 000 /- (Rupees Thirteen Crores Ninety Nine Lakhs and Fifty Thousand only) along with TDS vide following cheque/s drawn in favour of the Seller:

Sr. No	Cheque No.	Date	Amount	Bank and Branch
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-

WE SAY RECEIVED


Authorised Signatory

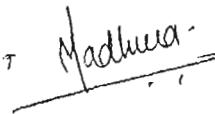


Imperial Consultants and Securities Limited

Thane
_____, 2020

Witness:

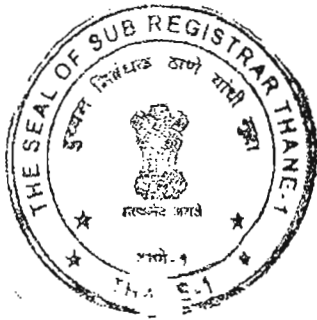
1. NAGESH PAVAR 

2. MADHURA SAMANT 



ट न न - १
दस्तक्र. २०१५ / २०२०
२२/६५

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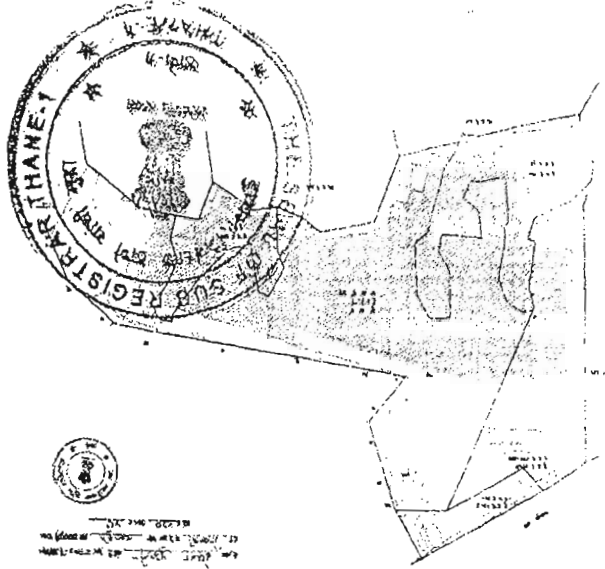


मिती दिनांक 13/06/2006
२००६/०६/१३

१०००-१-१०००



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8)	...
9)	...
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ट न न - १
दस्त क्र. २०१५ / २०२०
३१ / ६५

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Annexure "B"

ट न न - ९

वस्त क्र. २०१५ / २०२०

३२ / ६५

जिल्हाधिकारी व सक्षम प्राधिकारी, ठाणे नागरी संकुलन, ठाणे

जिल्हाधिकारी कार्यालय इमारत, दुसरा मजला

दुरध्वनी क्र.०२२-२५३४३४९२

ईमेल- ulcthan27@rediffmail.com

जा.क्र./युएलसी/टीए/एटीपी/ओ.सुट/ वेलमन हिन्दुस्थान//२३५२०

दिनांक १६/०३/२०२०

वाचले-

१७/३/२०२०

- सहायक संचालक, उद्योग संचालनालय यांचेकडील आदेश क्रमांक युएलसी/डब्ल्यू २०/ आयसी/ जीएडी ५२४७ दिनांक ११/२/१९७७ रोजीचे औद्योगिक प्रयोजनार्थ सुटीचे आदेश
- शासन महसूल व वन विभागाकडील निर्णय क्र./संकिर्ण-०१/२०१७/प्र.क्र. ११/अ-२ दि ११ जानेवारी, २०१८
- शासन नगर विकास विभागाकडील पत्र क्र. नाजक- २०१३/प्र.क्र.२११/नाजकधा २, दिनांक २४/५/२०१८
- या कार्यालयाचे सह जिल्हा निबंधक वर्ग- १ (उ.श्रे.) तथा मुद्रांक जिल्हाधिकारी, ठाणे शहर यांना पत्र क्र. युएलसी/टीए/एटीपी/ मे. वेलमन हिन्दुस्थान लि /दिनांक -०६/११/२०१८ रोजीचे पत्र
- सह जिल्हा निबंधक वर्ग- १ (उ.श्रे.) तथा मुद्रांक जिल्हाधिकारी, ठाणे शहर यांचे या कार्यालयास पत्र क्र.सजिनि/ ठाणे शहर/मौजे- बाळकुम व ढोकाळी / मुल्यांकन/११९५६ दि.११/१०/२०१८
- या कार्यालयाकडील डिमांड नोटीस क्र. युएलसी/ टीए/ एटीपी/ मे. वेलमन हिन्दुस्थान लि./१०२०१८/४८४. दिनांक २४/१०/२०१८
- मे. इम्पेरियल कन्सलटंट्स आणि सेक्युरिटीज प्रा. लि. यांचा अर्ज दि १७/०२/२०२०
- या कार्यालयाकडील डिमांड नोटीस क्रमांक युएलसी/टीए/एटीपी/ मे. वेलमन हिन्दुस्थान लि./२१६ दि १३/२०२०
- कार्यालयीन मंजूर टिपणी दिनांक १७/३/२०२०

- आदेश -



ज्याअर्थी ठाणे नागरी समूहात अंतर्भूत होणारे जमिनीधारक मे. वेलमन हिन्दुस्थान लि. यांना नाजकधा अर्धानियम १९७६ चे कलम २० नुसार सहायक संचालक, उद्योग संचालनालय यांचेकडील आदेश क्रमांक युएलसी/डब्ल्यू २०/ आयसी/ जीएडी ५२४७ दिनांक ११/२/१९७७ अन्वये मौजे- बाळकुम, ता. जि. ठाणे, येथील स.क्र.१४०, १४१, १४२/१, २३५अ पै/१ व २ चे एकूण ३३५८६.४० चौ.मी. क्षेत्रापैकी १७४९८.४० चौ.मी. क्षेत्राकरीता औद्योगिक कारणासाठी सुटीचे आदेश पारीत करण्यात आलेले आहे.

ज्याअर्थी मे. वेलमन इंडीया लि. कंपनी धारण करित असलेल्या मौजे बाळकुम, ता. जि. ठाणे, येथील स.क्र. २३४/१, २३४/२ व २३५ पै तसेच मौजे -ढोकाळी, ता. जि. ठाणे, येथील स.क्र. ३९, ४० व ४१/१ मधील ३३५८६.४० चौ.मी. इतक्या औद्योगिक प्रयोजनार्थ सुट देण्यात आलेल्या जमिनीच्या रहिवास व वाणिज्य प्रयोजनामध्ये वापर बदल करण्यास तसेच सदर जागेच्या हस्तांतरणास मान्यता मिळणेबाबत शासनास दिनांक १६/७/२०१६ रोजी प्रस्ताव सादर केलेला आहे.

ज्याअर्थी त्यानुषंगाने शासनाचे संदर्भीय दिनांक २४/५/२०१८ रोजीच्या पत्रान्वये मे. वेलमन हिन्दुस्थान लि. या कंपनीच्या मौजे बाळकुम, ता.जि. ठाणे येथील स.क्र. २३४/१, २३४/२ व २३५ पै तसेच मौजे



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ट न न - १	
दस्त क्र. २०१५	/२०२०
३३	/६५

ढोकाळी येथील स.क्र. ३९, ४० व ४१/१ मधील ३३५८६.४० चौ.मी. इतक्या औद्योगिक प्रयोजनार्थ सुट देण्यात आलेल्या क्षेत्रापैकी भोगवटादार २ सत्ता प्रकारातील ६७९७.०० चौ.मी. ही जमीन महसूल व वन विभागाच्या मालकीची असून महसूल विभागाने त्यांचेकडील प्रचलित धोरणानुसार बाजारमुल्य दर तक्त्यानुसार अनर्जित रक्कम आकारून रहिवास व वाणिज्य वापरास परवानगी दिलेली असल्याने मे. वेलमन हिंदुस्थान लि. या कंपनीचे विनंती नुसार तेवढी जमीन वगळून (३३५८६.०० - ६७९७.०० = २६७८९.०० चौ.मी.) क्षेत्रामधून निश्चित करण्यात आलेल्या निव्वळ मोकळ्या क्षेत्राची (अतिरिक्त क्षेत्रापैकी अविकसित क्षेत्राची) म्हणजेच ३७५०.०० चौ.मी. क्षेत्राची दिनांक २३/११/२००७ च्या शासन निर्णयातील तरतूदीनुसार चालु वर्षाच्या शिघ्रसिध्द गणकानुसार किंमत वसूल करण्यात यावी. तसेच जमिनधारकाने सदरची रक्कम जमा केल्यानंतर उक्त जमिनीच्या मिळकत पत्रिकेवर "नाजकथा कलम २० अन्वये सुट व हस्तांतरणास प्रतिबंध" अशी घेण्यात आलेली नोंद कमी करण्याच्या प्रस्तावास शासनाने मान्यता दिलेली आहे.

ज्याअर्थी सह जिल्हा निबंधक, वर्ग -१ (उ. श्रे.) तथा मुद्राक जिल्हाधिकारी ठाणे यांचेकडील पत्र दिनांक ११/१०/२०१८ अन्वये मौजे बाळकुम व मौजे ढोकाळी येथील विषयात नमद जमिनीपैकी ३७५०.१५ चौ.मी. खुल्या क्षेत्राचे सन २०१८-२०१९ च्या वार्षिक मुल्यदर तक्त्यानुसार र.रुपये १४,०६,३१,०००/- इतकी हिशोबीत करून कळविलेली आहे. सदरचे मुल्यदर सन २०१९-२०२० करीता कायम करण्यात आलेले आहेत. त्यामुळे अधिमुल्याची रक्कम रुपये १४,०६,३१,०००/- आज रोजी कायम आहेत.

ज्याअर्थी मे. वेलमन हिंदुस्थान लि. कंपनी कायदा कलम ३९१ व ३९४ नुसार वेलमन हिंदुस्थान प्रा.लि. ही कंपनी या कंपनीसह अन्य सात कंपन्यांनी एम्पेरीयल कन्सलटंट्स अॅण्ड सेक्युरिटी प्रा.लि. (इम्पेरीयल) या कंपनीमध्ये एकत्रीकरणबातची योजना (Amalgamation Scheme) सादर केली होती. मे. वेलमन हिंदुस्थान प्रा.लि. ही कंपनी महाराष्ट्र स्थित असल्याने त्यांनी मा. उच्च न्यायालय मुंबई येथे सदरचे एकत्रीकरणे योजना हायकोर्ट कंपनी स्कीम पिटीशन क्रमांक ८५९/२००६ अन्वये सादर केली होती. इतर कंपन्या अन्य राज्यात स्थित असल्याने त्यांनी मा. न्यायालय गुजरात आणि मा. उच्च न्यायालय मद्रास या ठिकाणी एकत्रीकरणे योजना सादर केली होती. मा. न्यायालयाच्या निकालानंतर अंतिमतः National Company Law Tribunal (NCLT) Mumbai यांनी दिनांक १३ एप्रिल २०१७ वः National Company Law Tribunal (NCLT) Chennai यांनी त्यांच्या दिनांक ०३/०५/२०१९ च्या आदेशान्वये एकत्रीकरणे योजना मंजूर केलेली आहे. त्यानुसार मे. वेलमन हिंदुस्थान लि. कंपनी मे. इम्पेरीयल कन्सलटंट आणि सेक्युरिटीज लि. मध्ये विलीन झालेली आहे.

ज्याअर्थी मे. इम्पेरीयल कन्सलटंट आणि सेक्युरिटीज लि. (पुवोश्रमीचे मे. वेलमन हिंदुस्थान लि.) यांनी रक्कम रुपये १४,०६,३१,०००/- (अक्षरीत सहा कोटी सहा लक्ष एकतीस हजार मात्र) चा धनाकर्ष क्रमांक ५५११७७ दिनांक ११/०३/२०२० रोजी संचालनांनी या कार्यालयाकडे सादर केलेले असून सदरचा धनाकर्ष या कार्यालयाकडे चलन क्रमांक २७४ दिनांक १२/०३/२०२० अन्वये स्टेट बँक ऑफ इंडिया, डीसीसी शाखेमध्ये दिनांक १६/०३/२०२० रोजी शासन जमा करण्यात आलेला आहे.

त्या अर्थी मे. जिल्हाधिकारी तथा सक्षम प्राधिकारी, ठाणे नागरी संकुलन, ठाणे उद्योग संचालनालयाकडील यांचेकडील आदेश क्रमांक युएलसी/डब्ल्यू २०/ आयसी/ जीएडी ५२४७ दिनांक ११/२/२०१७ अन्वये मौजे बाळकुम, ता.जि. ठाणे येथील स.क्र. २३४/१, २३४/३ व २३५ पै. तसेच मौजे ढोकाळी येथील स.क्र. ३९, ४० व ४१/१ मधील ३३५८६.४० चौ.मी. क्षेत्रासाठी घेण्यात आलेली "औद्योगिक

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कारणासाठी सुट देण्यात आलेले क्षेत्र व हस्तांतरणास प्रतिबंध" अशा ७/१२ वर इतर अधिकार सदरी घेण्यात आलेल्या नोंदी कमी करण्याबाबत याद्वारे आदेश देत आहे. तसेच शासन निर्णय क्रमांक संकिर्ण ०१/२०१७/प्र.क्र. ११/अ.२/ दिनांक ११ जानेवारी २०१८ मध्ये विहित केलेल्या कार्यपध्दती आणि अटी व शर्तीस अधिन राहून औद्योगिक प्रयोजनार्थ सुट देण्यात आलेल्या उक्त जमिनीबाबत विक्री अथवा वापर बदलाकरीता अनुमती देत आहे.

सही /-

(राजेश ज.नावेकर)

जिल्हाधिकारी व सक्षम प्राधिकारी

ठाणे नागरी संकुलन, ठाणे

प्रत-

१) मा. प्रधान सचिव, (नवि.१), नगर विकास विभाग, मंत्रालय मुंबई यांना माहितीसाठी सादर,

२) मा. जिल्हाधिकारी ठाणे, महसूल शाखा

३) सहायक संचालक, नगर रचना, ठाणे महानगरपालिका यांना माहितीसाठी

४) मे. इम्पीरियल कन्सलटंट्स आणि सेक्युरिटीज प्रा. लि. (पुर्वाश्रमीचे मे. वेलमन इंडीया लि.)

५) तहसिलदार ठाणे, यांना

२/ मौजे बाळकुम, व ढोकाळी येथील येथील खालील तक्त्यात नमूद सर्व्हे क्रमांकाच्या अधिकार अधिलेखामध्ये ७/१२ सदरी इतर अधिकारात घेण्यात आलेल्या "नाजकथा कलम २० अन्वये औद्योगिक प्रयोजनार्थ सुट देण्यात आलेले क्षेत्र व हस्तांतरणास प्रतिबंध" अशा नोंदी कमी करून केलेल्या कार्यवाहीचा अहवाल या कार्यालयास सादर करावा.

गावाचे नाव	जुना सर्व्हे क्रमांक	नवीन सर्व्हे क्रमांक	क्षेत्र चौ.मी.
मौजे बाळकुम ता.जि. ठाणे	२३५/अ (भाग)	२३४/१	३३४७.३५
	२३५/अ	२३४/२	३३४७.३५
	२३५/क	२३४/३	३३४७.३५
मौजे ढोकाळी ता.जि.ठाणे	१४०	४०	४४५१.५४
	१४१	४०	२२११.७६
	१४२/१	४१/१	१००२.४३
		एकूण	३३५८६.४०

(डॉ. मिक्ताजी पाटील)

(निवासी उपजिल्हाधिकारी व समन्वय अधिकारी)

जिल्हाधिकारी व सक्षम प्राधिकारी

ठाणे नागरी संकुलन, ठाणे यांचे करीता

स्यळ प्रतीपत्र मा. जिल्हाधिकारी व सक्षम प्राधिकारी यांची स्वाक्षरी असे}

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ANNEXURE- 'C'

Originals to be handed over by Indiabulls

Sr. No.	Particulars
1.	Sale deed dated 04.09.1963
2.	Agreement between Gurucharan & Wellman dated 06.06.1974
3.	Original Sanad granted by Additional Collector, Thane dated 25.06.1959
4.	Original Master plan dated 20.11.1961
5.	Original order bearing ref no. ZP/VP/LND/2188 dated 03.07.1963 issued by Chief Executive Officer, Zilla Parishad, Thane
6.	Original order dated 03.10.1964 bearing ref no. 1887 issued by Collector Thane

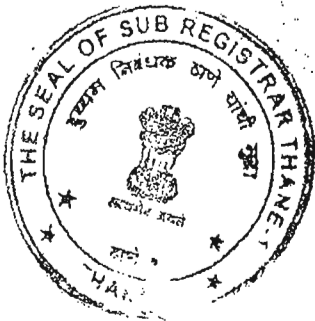


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ANNEXURE-D

Originals to be handed over by the Seller

Sr. No.	Particulars
1.	Agreement between Wellman & Sarpanch, Grampanchayat dated 07.08.1963
2.	Order bearing ref. No. RB.IV.1099 dated 30 th August, 1969 passed by the Office of the Collector, Thana
3.	7/12 extract dated 2nd August 2006 in respect of Survey No. 234/1, 234/2, 235
4.	Letter dated 15th April, 1969 by Advocate High Court addressed to Collector Thana stating N.A building permission in respect of Survey No. 235 -B Balkum, Thane
5.	Application for sale of collector land by paying differential in unearned lease amount.



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