

**AGREEMENT TO SELL**

THIS AGREEMENT TO SELL is made at Mumbai this \_\_\_\_ day of \_\_\_\_, \_\_\_\_.

B E T W E E N:

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

AND

**Vijaykumar Ratnakar Kamble and Dr. Anjali V Kamble** residing / having its address at **B/2503, 25th Floor, Lodha Marquise, Pandurang Budhkar Marg, Worli, Mumbai - 400018 Maharashtra India** and assessed to income tax under permanent account number (PAN) **AAHPK4656P** , **AAKPK8229R** hereinafter referred to as the "**PURCHASER**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include (a) in case of an Individual, such individual's heirs, executors, administrators and assigns; (b) in case of a partnership firm, its partners for the time being, the survivors or the last survivor of them and legal heirs, executors, administrators or the permitted assigns of such last survivor of them; and (c) In case of a company or a body corporate or juristic entity, its successors and permitted assigns) of the **Other Part**.

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



**WHEREAS:**

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

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

1. **DEFINITIONS –**

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

- 1.5. **"Attorney"** shall have the meaning ascribed to it in Clause 11.4.2(b) below.
- 1.6. **"Authority"** shall mean (i) any nation or government or any province, state or any other political subdivision thereof; (ii) any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any governmental authority, agency, department, board, commission or instrumentality; or (iii) any court, tribunal or arbitrator.
- 1.7. **"BCAM Charges"** shall mean the Building common area maintenance charges payable by the Purchaser *inter alia* for the maintenance of the Unit/ Building, but shall not include FCAM Charges.
- 1.8. **"Building"** shall mean the single/multi-storied buildings to be/ being constructed as part of the Project.
- 1.9. **"Building Conveyance"** shall have the meaning ascribed to it in Clause 14.3 below.
- 1.10. **"Building Protection Deposit"** shall mean the amounts specified in the **Annexure 6A** (*Other Amounts Payable before DOP*).
- 1.11. **"CAM Charges"** shall mean the costs related to the upkeep and maintenance of the Building/ Project/ Larger Property, payable as the BCAM charges and FCAM Charges, as set out in Annexure 6A.
- 1.12. **"CAM Commencement Date"** shall mean the day from which the Purchaser will be required to pay BCAM Charges and FCAM Charges (if applicable) and will be the first day of the immediately succeeding month after the Date of Offer of Possession regardless of whether/when the Purchaser takes possession of the Unit.
- 1.13. **"Cancellation Deed"** shall have the meaning ascribed to it in Clause 11.4.2(a) below;
- 1.14. **"Car Parking Spaces"** shall mean a location where a 4 wheel passenger vehicle can be parked. Car Parking Spaces includes open / stilt / covered parking spaces and maybe located in the basement, car park (including multi-level car park), podium etc. Shortest walking distance between the Building entrance lobby and entry to location where car is parked shall not exceed 750 meters.
- 1.15. **"Carpet Area"** shall mean the net usable area of the Unit including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/ verandah/ open terrace area or any exclusive open terrace area. Carpet area is calculated prior to application of any finishes (i.e. on bare shell basis). Carpet area is subject to tolerance of (+/-) 3% (three per cent) on account of structural, design and construction variances. In case of any dispute on the measurement of Carpet Area, the same shall be physically measured after removing all finishes that have been applied/fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Carpet Area.
- 1.16. **"Cheque Bouncing Charges"** shall mean the charges payable by either Party to this Agreement on account of a cheque issued pursuant to this Agreement is not honoured for any reason, whatsoever, including 'insufficient funds', 'stop payment' or 'account closed', and shall mean an amount equivalent to 2.5% (two point five per cent) of the value of the cheque in question. If the amount of the said cheque and the Cheque Bouncing Charges thereto are not paid within a period of 30 (thirty) days from the date the cheque is not cleared in the first instance, the Cheque Bouncing Charges shall increase to 5% (five per cent) of the value of the cheque issued.

- 1.17. "**Club**" shall mean any recreation facility constructed for the use of the purchasers of units in the Project or the Larger Property.
- 1.18. "**Common Areas and Amenities**" shall mean the common areas and amenities as are available to and /or in respect of the Building/ Larger Property, as the case may be and more particularly described at **Annexure 7** (*Common Areas and Amenities*) but shall not include the Demarcated Area.
- 1.19. "**Confidential Information**" shall have the meaning ascribed to it in Clause 27.1 below.
- 1.20. "**Consideration Value**" shall have the meaning ascribed to it at **Annexure 6** (*Unit and Project Details*).
- 1.21. "**Date of Offer of Possession**" or "**DOP**" shall mean the date on which the Company, by written intimation, makes the Unit available to the Purchaser along with the OC in respect of the Unit (the OC maybe for part or whole of the Building). The estimated DOP is set out at **Annexure 6** (*Unit and Project Details*).
- 1.22. "**Demarcated Area**" shall mean the community hall(s) / temple(s) (if any) that may / has been constructed on the Larger Land and appurtenant land(s) thereto;
- 1.23. "**Direct Tax**" or "**Direct Taxes**" shall mean income tax, corporate tax, or similar tax or levy, wherever and whenever charged, levied or imposed together with any interest and penalties in relation thereto.
- 1.24. "**Exclusive Balcony/ Veranda/Open Terrace Area**" or "**EBVT Area**" shall mean the floor area of the balcony (enclosed or open) and/or veranda and/or terrace and/or deck and/or elevation treatment and/or any other areas meant for the exclusive use of the Purchaser, other than the carpet area. EBVT Area is calculated prior to application of any finishes (i.e. on bare shell basis) and is subject to tolerance of (+/-) 3% (three per cent) on account of structural, design and construction variances. In case of any dispute on the measurement of EBVT Area, the same shall be physically measured after removing all finishes that have been applied/fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of EBVT Area.
- 1.25. "**Extended DOP**" shall have the meaning ascribed to it in Clause 10.1 below.
- 1.26. "**FCAM Charges**", if applicable, shall mean the Federation common area maintenance charges payable by the Purchaser *inter alia* for the maintenance of the Larger Property (excluding the Building) including property tax payable in respect of the Car Parking Spaces allocated to the Purchaser and the common areas of the Larger Property and amenities available to the Purchaser and excluding any and all BCAM Charges. FCAM Charges shall be applicable where the Project consists of more than one Ultimate Organization and will be as set out at **Annexure 6A** (*Other Amounts Payable before DOP*).
- 1.27. "**Federation**" shall mean the apex body to be formed by and consisting of the ultimate organizations formed in respect of various buildings constructed/to be constructed in the Project, to maintain, administer and manage the Larger Property and the Project. This may be a company or a registered federation or any other management structure as permissible in Applicable Law. Till such time that the management of the Federation is handed over to the representatives of the ultimate organization(s) of each of the building(s) on the Larger Property, all rights and powers of the Federation shall vest in and be exercised by the Company.

- 1.28. "**Federation Conveyance**" shall have the meaning ascribed to it in Clause 14.4 below.
- 1.29. "**FEMA**" mean the Foreign Exchange Management Act, 1999.
- 1.30. "**FMC**" shall mean the facility management company which shall be responsible for maintenance and upkeep of the Common Area and Amenities of the Building/ Project..
- 1.31. "**Force Majeure**" shall mean an event of flood, fire, cyclone, earthquake, widespread disease, any other calamity caused by nature, any order of government which affects the ability of the Company to carry out works / raise moneys / get approvals.
- 1.32. "**FSI Free Constructed Spaces**" shall have the meaning ascribed to it in Clause 15.15 below.
- 1.33. "**Indirect Tax**" or "**Indirect Taxes**" means goods and services tax, service tax, value added tax, sales tax, stamp duty, customs and import duties, levy, impost, octroi, and, or, duty of any nature, whatsoever, whenever imposed and, or, levied, by any Authority, together with any interest and penalties in relation thereto, excluding any Direct Tax.
- 1.34. "**Interest**" shall mean simple interest at State Bank of India's (**SBI**) highest Marginal Cost of Lending Rate ("**MCLR**") + 2% (two per cent) per annum. The MCLR shall be taken as applicable on 1<sup>st</sup> (first) day of each quarter (1<sup>st</sup> January, 1<sup>st</sup> April, 1<sup>st</sup> July, 1<sup>st</sup> October) and the same shall be deemed to be the applicable MCLR for the said quarter. Provided further that if SBI MCLR is no longer in use, MCLR will be replaced by equivalent benchmark rate used by SBI.
- 1.35. "**Larger Property**" means the land with details as described in **Annexure 1** (*Description of Larger Property*). For clarity, there may be land parcels which may be added to / be reduced from the Larger Property, from time to time. For further clarity, there may be other building(s) and/or project(s) which will be constructed on the Larger Property.
- 1.36. "**Liquidated Damages**" shall mean an amount equivalent to 10% (ten per cent) of the Consideration Value and all other amounts payable under this Agreement, including, but not limited to, Other Charges, Maintenance Related Amounts and all Indirect Taxes thereto.
- 1.37. "**Loan**" shall have the meaning ascribed to it in Clause 7.1 below.
- 1.38. "**Maintenance Related Amounts**" shall include the amounts collected by the Company to be utilized towards the management of the affairs of the Building and/or the Larger Property including but not limited to BCAM Charges, Property Tax and Building Protection Deposit. An indicative list of Maintenance Related Amounts is at **Annexure 6A**.
- 1.39. "**Net Area**" shall mean the aggregate of the Carpet Area and the EBVT Area.
- 1.40. "**OC**" shall have the meaning ascribed to it in Clause 10.3 below.
- 1.41. "**Possession Demand Letter**" shall have the meaning ascribed to it in Clause 10.2 below.
- 1.42. "**Project**" shall mean the project with RERA registration number as stated in **Annexure 6** (*Unit and Project Details*) and with details as available with the concerned RERA authority (including current and proposed parts of the project). The

Project may be part of a layout on the Larger Property which may comprise of various other buildings and/or projects.

1.43. **"Property Tax"** shall mean the amounts payable by the Purchaser towards property tax for the Unit, and the proportionate share of common areas of the Building.

1.44. **"Purchaser Notice of Termination"** shall have the meaning ascribed to it in Clause 11.3.1(b) below.

1.45. **"Refund Amount"** shall mean:

1.45.1. In case of termination pursuant to Clause 11.2.1 and Clause 11.2.2: an amount equivalent to the Consideration Value or part thereof, paid by the Purchaser to the Company (excluding Interest or any other charges paid by the Purchaser on account of delayed payments) after deducting therefrom a. the Liquidated Damages, b. amounts incurred pursuant to Clause 11.4.2 and c. any amounts paid to third parties by the Company on behalf of the Purchaser, including but not limited to, stamp duty, registration charges, brokerage charges (including any consideration, monetary or otherwise, paid by the Company to any third party for facilitating, assisting in connection with the sale of the Unit or identifying the Purchaser as a potential purchaser).

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

1.45.2. In case of termination pursuant to Clause 11.2.3 and 11.3.1(b): an amount equivalent to the aggregate of the Consideration Value or part thereof paid by the Purchaser to the Company (excluding Interest or any other charges paid by the Purchaser on account of delayed payments) and Interest on such amounts from the date of receipt of the respective installments, after deducting therefrom any amounts paid to 3<sup>rd</sup> parties by the Company on behalf of the Purchaser (if applicable) including but not limited to stamp duty, registration charges, brokerage charges (including any consideration, monetary or otherwise, paid by the Company to any third party for facilitating, assisting in connection with the sale of the Unit or identifying the Purchaser as a potential purchaser), till the date of payment of the Refund Amount.

For the avoidance of doubt, it is clarified that Interest will not be payable on any amounts paid by the Purchaser towards any Indirect Tax and, or, any other government levy.

1.46. **"Other Charges"** shall include all expenses shall include all expenses related to government, utility and infrastructure charges, more particularly stated in **Annexure 6A**.

1.47. **"RERA"** shall mean the Real Estate (Regulation and Development) Act, 2016 and the rules / regulations framed by the relevant State Government thereunder and any amendments thereto and / or the rules / regulations.

1.48. **"Service Providers"** shall have the meaning ascribed to it in Clause 15.15 below.

1.49. **"Shortfall Amount"** shall have the meaning ascribed to it in Clause 16.3 below.

1.50. **"Structural Defects"** shall mean any defect related to the load bearing structure of the Building and water proofing. It is further clarified that this shall not include any

other non-load bearing elements or defects for reasons not attributable to the Company.

- 1.51. "Taxes" shall mean and include Direct Tax and Indirect Tax.
- 1.52. "Transfer" shall mean the sale, transfer, assignment, directly or indirectly, to any third party of:
- a. the Unit or any part of the right, title or interest therein; and, or,
  - b. the benefit of this Agreement; and, or,
  - c. in case the Purchaser is a company, directly or indirectly, the change in (i) control and, or, management; and, or, (ii) shareholding constituting more than 25% (twenty five per cent) of the voting rights and, or, economic interest;
  - d. in case the Purchaser is a partnership firm or limited liability partnership, the change in constitution thereof.

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

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

## 2. RULES FOR INTERPRETATION

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



- 2.6. Any reference to the words "hereof," "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to clauses or schedules of this Agreement as specified therein.
- 2.7. The words "include" and "including" are to be construed without limitation.
- 2.8. Any reference to the masculine, the feminine and the neutral shall include each other.
- 2.9. In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a working day, then the period shall include the next following working day.
- 2.10. The Purchaser confirms and warrants that the Liquidated Damages is a genuine pre-estimate of the loss or damage that is likely to be suffered by the Company on account of breach of the terms of this Agreement by the Purchaser and has been arrived at having regard to *inter alia* the cost of construction, the cost of funds raised by the Company, the ability or inability of the Company to resell the Unit, including losses due to brokerage/ marketing spend, delay in receiving money towards the Unit and the possibility of loss of value of the Unit on resale, among others. The Purchaser hereby further agrees, acknowledges and accepts that Liquidated Damages are not penal and essentially in the nature of guarantee by the Purchaser to fulfil and abide by the terms and conditions contained hereunder, including all payment related terms and conditions, and the Company will be entitled to adjust the Liquidated Damages as earnest money under this Agreement in case of any failure / non-compliance on the part of the Purchaser. Forfeiture of Liquidated Damages is for the sole purpose of reasonably compensating the Company for the loss or damage that is suffered / likely to be suffered by the Company on account of breach / contravention of the terms of this Agreement by the Purchaser. The Purchaser hereby waives his right to raise any objection to the payment or determination of Liquidated Damages in the manner and under the circumstances set out herein or otherwise contending to the contrary.
- 2.11. All amounts stated herein are exclusive of Taxes, including but not limited to service tax, Maharashtra value added tax, stamp duty, and all such Taxes, as maybe applicable from time to time, shall be borne and paid by the Purchaser separately, immediately upon the same being demanded by the Company as per Applicable Law.
- 2.12. In case of any conflict between the provisions of Clause 21 and any other provisions of this Agreement, the provisions of Clause 21 shall prevail.
- 2.13. All references in this Agreement to the term 'Date of Offer of Possession' / 'DOP' shall be read and construed as reference to 'Extended DOP', if and as applicable.
- 2.14. The recitals above, the schedules and annexures hereto shall form an integral part and parcel of this Agreement and shall be read in conjunction with this Agreement.
- 2.15. Applicability of clauses: In the event the OC has been received by the Company before the execution of this Agreement:
  - a. Clause 1.44 (Purchaser's Notice of Termination), Clause 1.45.2 (Refund Amount), Clause 11.2.3 (Prolonged Stoppage of Construction), Clause 11.3 (Purchaser's Right to Terminate) shall not be applicable to the Parties and deemed to be deleted under this Agreement;

- b. The reference to the term 'On termination of this Agreement by either Party in accordance with the provisions of this Clause 11' under Clause 11.4.1. shall be read and construed as 'On termination of this Agreement by the Company in accordance with the provisions of this Clause 11';
- c. All the references in this Agreement to the term 'shall obtain OC' shall be read and construed as reference to 'has obtained the OC';
- d. Annexure 9 (Purchaser's Notice of Termination) and the reference in relation to Annexure 9 shall stand deleted.

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

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

### 4. **AGREEMENT TO SELL AND CONSIDERATION**

- 4.1. The Purchaser hereby agrees to purchase/ acquire from the Company and the Company hereby agrees to sell to the Purchaser, the Unit for the Consideration Value as set out in **Annexure 6 (Unit and Project Details)**, subject to the terms and conditions mentioned herein and the Approvals.
- 4.2. The Consideration Value shall be paid by the Purchaser to the Company from time to time in the manner more particularly described at **Annexure 6 (Unit and Project Details)**. The Purchaser shall be responsible for ensuring that payment of each installment is made within 14 (fourteen) days of the demand for the said installment being made by the Company. Payment shall be deemed to have been made when credit is received for the same by the Company in its account.

### 4A. **OTHER AMOUNTS PAYABLE**

All other amounts payable under this Agreement, including, but not limited to, Other Charges, Maintenance Related Amounts and all Indirect Taxes thereto, shall be paid by the Purchaser to the Company in the manner more particularly described at **Annexure 6A** within 14 (fourteen) days of such demand being made by the Company, time being of the essence. The Possession of the Unit as provided under Clause 10 herein is subject to payment of all amounts under this Agreement including the amounts set out at **Annexure 6A**.

#### **4B. TERMS OF PAYMENT**

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

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

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

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

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

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

4B.4 The Parties agree that, in addition to the Interest, in case of every instance of delayed payment, the Company shall be entitled to recover from the other Party responsible for such delayed payments, all costs associated with the administrative actions related to follow-up and recovery of such delayed payments, which are estimated to be 2% (two per cent) of the amount of the delayed payment per instance (subject to minimum of Rs. 20,000/- (Rupees Twenty Thousand Only) per instance of delayed payment in 2023 and shall be revised on 1<sup>st</sup> April of each year as per rate of Reserve Bank of India's consumer price index).

#### **5. CONSTRUCTION AND DEVELOPMENT**

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

6. **SECURITIZATION -**

- 6.1. The Purchaser hereby agrees and acknowledges that the Company shall, at all times, have the absolute, unconditional and unfettered right to sell, assign, transfer, securitize, dispose-off, utilise or deal with the Consideration Value and other amounts payable under this Agreement, including, but not limited to, Other Charges, or any part/ portion thereof (whether or not the Company is in full receipt of the same as of a particular date), in the manner that the Company may, in its sole and absolute discretion, deem fit. The Purchaser hereby further agrees and acknowledges that the Company may, from time to time, raise finance through any instrument, modes, avenues, options or markets available to the Company, whether in India or worldwide, as permissible under Applicable Law, which may include but not be limited to, procuring such financing from; any private or public institution; issuance of a security, bond, or any instrument, of any nature whatsoever, debt or equity, including redeemable or convertible (fully or partially or optionally) or non-convertible, in the primary / secondary market (whether through private placement or by way of a public offer); from any financial institutions, banks, funds and, or, any other vehicle, instrumentality, entity, body corporate or person, onshore or offshore, as the case may be. Accordingly, the Purchaser hereby grants his irrevocable consent to the Company to sell, assign, transfer, securitize, dispose-off, utilise or

deal with, in a manner suitable to the Company (without requiring specific consent from the Purchaser), the Consideration Value and other amounts payable under this Agreement, including, but not limited to, Other Charges and/or part thereof and any amounts received/ receivable by the Company hereunder, including without limitation, the right to directly receive from the Purchaser such amounts pertaining to the Consideration Value and/or other amounts payable under this Agreement, including, but not limited to, Other Charges and, or, part thereof and, or, any amounts payable by the Purchaser herein.

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

7. **LOANS AGAINST THE UNIT**

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

part thereof or on account of any breach by the Purchaser of the terms and conditions governing the Loan.

8. **CAR PARKING**

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

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

9. **REGISTRATION**

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

10. **POSSESSION**

10.1. Subject to the Purchaser not being in breach of any of the terms hereof and the Purchaser having paid all the dues and amounts hereunder including, but not limited to, the Consideration Value, Other Charges, Maintenance Related Charges and all Indirect Taxes thereto, the Company shall endeavor to offer possession of the Unit to the Purchaser on or before the estimated DOP, as set out in Annexure – 6 (Unit and Project Details), which shall be subject to grace period set out at **Annexure 6 (Unit and Project Details)** and any further extension as may be applicable pursuant to Clause 10.4 (cumulatively, "**Extended DOP**" shall mean estimated DOP as set out at **Annexure 6 (Unit and Project Details)** + grace period as set out at **Annexure 6 (Unit and Project Details)** + further extension as may be applicable pursuant to Clause 10.4).

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

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

## 11. **TERMINATION**

- 11.1. The Parties are entitled to specific performance of this Agreement. The Purchaser is aware that the Company, as per its practices and policies, does not accept request for cancellation / termination of this Agreement under any circumstance, save and except the provisions contained in 11.3 hereinbelow. The Parties hereby agree this Agreement is not terminable under any circumstance, save and except the very specific circumstances stated below.

### **Company's Right to Terminate**

- 11.2. The Company shall have right to terminate this Agreement only in the following circumstances:
- 11.2.1. **Default / Non-Payment:** Without prejudice to the right of Company to charge Interest, on the Purchaser committing a default in making payment of any amounts due and payable by the Purchaser as per this Agreement (including Annexure 6 (Unit and Project Details) and Annexure 6A (and Interest thereon, if any)) on the respective due date, the same shall constitute a default ("**First Default**").

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

Provided further that upon termination of this Agreement as aforesaid, the Company shall refund the Refund Amount to the Purchaser as per Clause 11.4.3.

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

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

11.2.3. Prolonged Stoppage in Construction: In the event the construction of the wing or floor of the Building in which the Unit is located has been stopped for a period of more than 1 (one) year, the Company shall have the option to terminate this Agreement.

**Purchaser's Right to Terminate:**

11.3. Purchaser shall have right to terminate this Agreement only in the following circumstances:

11.3.1. Delay in possession beyond Extended DOP: Subject to the Purchaser having paid all the amounts due and payable hereunder as per the timelines stated in **Annexure 6 (Unit and Project Details)**, if the Company fails to offer possession of the Unit by Extended DOP, then:

- (a) Within 30 (thirty) days of expiry of Extended DOP, the Company shall inform the Purchaser the revised date by which the Unit is likely to be ready for being offered for possession. On receipt of such written intimation, unless the Purchaser elects to terminate this Agreement in terms of Clause (b)) the DOP mentioned in **Annexure 6 (Unit and Project Details)** shall stand revised to and substituted by revised date communicated by the Company. The Company shall credit Interest to the Purchaser for the period between the Extended DOP and the date on which possession is finally offered to the Purchaser; or



- (b) Within 30 (thirty) days from expiry of Extended DOP, the Purchaser may by giving notice in writing in the form set out in **Annexure 9** (*Purchaser Notice of Termination*) elect to terminate this Agreement ("**Purchaser Notice of Termination**"). Where the Purchaser Notice of Termination is not received by the Company within the aforementioned period of 30 (thirty) days from expiry of the Extended DOP, the Purchaser shall be deemed to have elected to proceed in accordance and pursuant to the provisions of Clause 11.3.1((a)).

#### 11.4. **Consequences of Termination and Payment of Refund Amount**

11.4.1. On a termination of this Agreement by either Party in accordance with the provisions of this Clause 11, the booking / allotment of the Unit shall stand immediately terminated and the Purchaser shall have no right whatsoever with respect to the Unit, save and except the right to receive the Refund Amount in accordance with Clause 11.4.3.

#### 11.4.2. **Cancellation Deed**

- (a) Upon termination, the Purchaser shall execute a cancellation deed in the format specified by the Company ("**Cancellation Deed**") and such other documents as may be required for cancellation of the Units and be required to register the same as per the timelines specified by the Company and undertake all actions as may be required to give effect to this provision.
- (b) To give effect to this provision of Clause 11.4.2(a) above, the Purchaser hereby irrevocably nominates, constitutes and appoints Mr. Surendran Nair, Mr. Rahul Wandekar and Mr. Pandhari Kesarkar, jointly and/ or severally, whose signatures are annexed hereto in **Annexure "10"**, (hereinafter referred to as, the "**Attorney**") to be his/her/its true and lawful Attorney to act for and on behalf of the Purchaser and in the name of the Purchaser, for doing all or any of the acts, deeds, matters and things pertaining to cancellation of the Unit and incidental matters thereto and to undertake any of the following actions on behalf of the Purchaser:
  - (i) To execute all such documents as may be required for cancellation of the Unit, including, but not limited to, execution of the Cancellation Deed;
  - (ii) To appear before and deal with the concerned Sub-Registrar of Assurances for the purpose of registration of the cancellation deed, affidavits, confirmation deeds and all other ancillary documents executed in respect of cancellation of the Unit upon the same being duly registered; and
  - (iii) To undertake all actions as may be required to give effect to this Clause.
- (c) Without prejudice to the provisions of Clause 11.4.2(b) above, in the event the Purchaser fails to personally appear for the execution and/or registration of the Cancellation Deed upon 7 days' notice being given for the same by the Company, then the Purchaser shall be obliged to pay a 'non co-operation charge' of an amount equivalent to 5% percentage of the Consideration Value under this Agreement and the same shall be reduced from the Refund Amount.

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

11.5. Both Parties have entered into this Agreement, knowing fully well that the Consideration Value and other amounts payable under this Agreement, including, but not limited to, Other Charges, Maintenance Related Charges and Indirect Taxes

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

12. **DEFECT LIABILITY**

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

13. **SET OFF / ADJUSTMENT**

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

14. **ULTIMATE ORGANIZATION AND FEDERATION**

- 14.1. The Purchaser along with other purchasers of units in the Building shall join in forming the Ultimate Organization in respect of the Building within a period of 3 (three) months of the 51% of the total number of purchasers having booked their units in the Building. The Ultimate Organization shall be known by such name as the Company may, in its sole discretion, decide for this purpose. The Purchaser and other unit holders in the Building shall, from time to time, duly fill in, sign and execute the application for registration and other papers and documents necessary for the formation and registration of Ultimate Organization and return the same to the Company within 7 (seven) days from receipt thereof so as to enable the Company to register the Ultimate Organization.
- 14.2. Where the Project consists of more than one building, separate ultimate organizations may be formed in respect of each building. The Company will apply for the registration of the Federation consisting of all such ultimate organizations within 3(three) months from the date of receipt of the full occupation certificate of the last building which is to be constructed on the Larger Property. The Purchaser and other members of the ultimate organization(s) shall, from time to time, duly fill in, sign and execute the application for registration and other papers and documents necessary for the formation and registration of Federation and return the same to

the Company within 7 (seven) days from receipt thereof so as to enable the Company to register the Federation.

- 14.3. Within 1 (one) month from the date of full occupation certificate in respect of the Building, the Company shall share a Deed of Conveyance with the Ultimate Organization ("**Building Conveyance**") in respect of the structure of the Building along with the FSI consumed in the Building subject to the right of the Company (i) to dispose of unsold units, if any and receive the entire consideration amount and outstanding dues from the purchasers; (ii) to consume the entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in Applicable Law or policies of any Authority on the Larger Property; (iii) to use all internal roads and all the facilities, amenities and services for such future and/or ongoing development or otherwise. The above execution of the Building Conveyance shall be subject to payment of any outstanding amounts of CAM charges and property taxes (along with interest thereon) owed by the members of the Ultimate Organization to the Company and completion of takeover of management of the affairs of the building by the Ultimate Organization.
- 14.4. Within 3 (three) months from the receipt of the full occupation certificate for the last of the building which is to be constructed on the Larger Property, the Company shall share a Deed of Conveyance with the Federation ("**Federation Conveyance**") in respect of all of the Company's right, title and interest in the Larger Property less the Demarcated Area subject to and excluding the Building Conveyance and also subject to the right of the Company (i) to dispose of unsold units, if any; and receive the entire consideration amount and outstanding dues from the purchasers; (ii) to consume the entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in Applicable Law or policies of any Authority on the Project / Larger Property; and (iii) to use all internal roads and all the facilities, amenities and services for the future and/or ongoing development or otherwise. The above execution of the Federation Conveyance shall be subject to payment of any outstanding amounts of CAM charges and Property Taxes (along with interest thereon) owed by the members of the Ultimate Organization forming part of the Federation to the Company and completion of takeover of management of the affairs of the Larger Property by the Federation.
- 14.5. The Purchaser hereby agrees and undertakes that the Purchaser, along with other unit holders in the Ultimate Organization/ Federation, shall be liable to pay all out of pocket expenses including stamp duty, registration charges, legal fees and all other applicable levies and Taxes, administrative expenses on the Building Conveyance and Federation Conveyance or any kind of document whereby ownership rights of the Building/ Larger Property are transferred to the Ultimate Organization/ Federation.
- 14.6. It is further clarified that save and except the rights agreed to be conferred upon the Purchaser and/or the Ultimate Organization and/or the Federation, no other rights are contemplated or intended or agreed to be conferred upon the Purchaser or the Ultimate Organization or the Federation, in respect of the Unit/ Building/ Larger Property and in this regard, the Purchaser for himself and the Ultimate Organization/Federation, waives all his rights and claims, and undertakes not to claim and cause the Ultimate Organization/Federation not to claim any such right in respect of the Building/ Larger Property.
- 14.7. The Purchaser acknowledges that the Demarcated Area shall be transferred by the Company to a charitable trust /its non-profit nominee which shall be managed by

such charitable trust /its non-profit nominee at its sole discretion and the Ultimate Organization / Federation shall have no involvement in this regard.

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

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

15.1. The Purchaser is aware and agrees that the Building and maintenance and upkeep of the Common Areas and Amenities of the Building/ Project shall be managed by FMC. For clarity, the FMC may be a related concern and/or internal arm of the Company. The FMC will be appointed by the Company for a period of 180 (one hundred eighty) months ("Term"), commencing from the date on which the last unit in the Building is offered for possession in consideration of reimbursement of all direct costs (including all manpower and overhead costs) incurred along with a margin of 20% (twenty per cent) margin on such costs and all applicable Taxes. The Purchaser along with the other purchasers in the Building shall undertake and cause the Ultimate Organization to ratify the appointment of the FMC as aforesaid. On the expiry of the 180 (one hundred eighty) months period, the Ultimate Organization / Federation may decide to ask the FMC to discontinue management of the Common Areas with the written consent of majority of all unit purchasers (in the Building / all building(s) on the Larger Property respectively). If such written consent is not received from the majority of unit purchasers of the Ultimate Organization / Federation (for the Building and Federation common areas respectively) within 2 (two) months from the expiry of the Term, the Term of the FMC shall be deemed to be extended by 60 (sixty) months. At the end of such extended term(s), the aforesaid process for discontinuing of FMC's services shall once again apply. Such discontinuation shall be applicable only once all pending dues (if any) of CAM Charges (BCAM and FCAM respectively) have been paid to the Company.

15.2. During the Term of the FMC, the Ultimate Organization shall be entitled to end the services of the FMC with advance written notice of 6 (six) months. Such notice may be issued only once all pending dues (if any) of CAM (/BCAM) have been paid to the Company and if such notice has the written consent of 75% (seventy five per cent "**Special Majority**") of the unit purchasers of the Building. Similarly, the Federation shall be entitled to end the services of the FMC with advance written notice of 6 (six) months. Such notice may be issued only once all pending dues (if any) of CAM (/BCAM) have been paid to the Company and if such notice has the written consent of the Special Majority i.e. 75% (seventy five per cent) of the unit purchasers of all the building(s) on the Larger Property.

15.3. The FMC shall be entitled to end its services by giving an advance written notice of 6 (six) months to the Ultimate Organization in the event the BCAM Charges and FCAM charges as applicable, have not been paid to the FMC by 100% (one hundred per cent) of the unit purchasers at the due date (with a grace period of 30 (thirty) days).

15.4. The Purchaser agrees and undertakes to cause the Ultimate Organization and Federation to be bound by the rules and regulations that may be framed by the FMC.

**CAM Charges and Maintenance Related Amounts**

- 15.5. The costs related to the upkeep and maintenance of the Building / Project / Larger Property shall be to the account of and jointly borne by the relevant unit purchasers proportionate to the Net Area of each unit and shall be payable as the CAM charges as set out at **Annexure 6A**. The CAM charges shall not include the cost associated with diesel (or any other fuel) consumption, water consumption and electricity/ HVAC consumption within the Unit which shall be payable by the Purchaser on monthly basis based on actuals.
- 15.6. The Purchaser shall be obliged to pay the BCAM and FCAM charges in advance on or before the 1<sup>st</sup> day of each quarter to the Ultimate Organization and Federation respectively (and till such time that the Ultimate Organization and the Federation take over the management of the affairs of the Building and the larger development respectively, to the Company).
- 15.7. The Purchaser is aware that the CAM charges stated hereinabove are provisional and the said amount is subject to change as per updated estimates at time of initiation of possession. Further, these charges are subject to the revision every 12 (twelve) months after the Date of Offer of Possession by 7.5% (seven point five percent) to 10% (ten per cent) per annum. In case the increase is to be higher than this amount, the same will have to be mutually agreed between the Purchaser and the FMC.
- 15.8. For the avoidance of doubt, it is clarified that the CAM Charges shall commence from the CAM Commencement Date, regardless of whether the Purchaser takes possession on such date or not. The Purchaser undertakes to make payment of the estimated BCAM Charges and FCAM Charges for the period stated in **Annexure 6A** from the CAM Commencement Date.
- 15.9. The Purchaser is aware and hereby confirms that no CAM Charges shall be payable on any unsold unit(s) by the Company. For any unit, the CAM Charges shall commence on the date of offer of possession of the said unit after it is sold. However, in case of unit(s) that are unsold after receipt of OC in respect of such unit(s), the Property Tax in relation to such unit(s) shall be borne by the Company.
- 15.10. All Maintenance Related Amounts stated in **Annexure 6A** are compulsorily payable by the Purchaser in the future upon demand being raised by the Company/ Ultimate Organization/Federation, regardless of whether the Purchaser uses some of the facilities or not. Any delay or default in payment of the amounts under this Clause 15.10 shall constitute a breach of the terms of this Agreement and shall lead to suspension of access to the Club, parking and all other facilities provided by the Company/ Ultimate Organization/ Federation till such time all due amounts are paid together with Interest for the period of delay in payment. The Purchaser confirms that he/she/it shall pay interest on any delay (caused due to any reason, including where the Purchaser disputes the expenses audited as per the provision hereinbelow) in payment of Maintenance Related Amounts at the rate of 18% p.a. on such unpaid amounts till the date of such payment. Furthermore, any purchaser who has defaulted on payment of Maintenance Related Amounts for a period exceeding 60 (sixty) days shall not be eligible to be considered for membership of the Ultimate Organization and/or Federation only after a period of 12 (twelve) months from such time that the defaulted amounts are fully paid, along with interest applicable thereon.
- 15.11. The Company shall provide expense details only in connection of CAM Charges and shall not provide expense details for any other head. The details of expenses related to the BCAM charges shall be provided at the time of handover of operations of the Building by the Company to the Ultimate Organization and the FCAM charges

shall be provided at the time of handover of operations of the common areas outside the Building by the Company to the Federation. The Company shall get the expense details audited by an auditor who has conducted statutory audit of one or more of top 500 listed companies in India (as per NIFTY 500) at anytime in the last 3 financial years prior to the aforesaid audit. Such audited expense statement shall be binding on the Purchaser as well as the Ultimate Organization and the Federation.

- 15.12. Any surplus amounts towards BCAM and/or FCAM lying with the Company shall adjusted against any current or future dues of the Purchaser, including in respect of Maintenance Related Amounts.

#### **Club and Other Key Common Areas**

- 15.13. The number of members of the Purchaser who are permitted to use the Club and/ or other common areas of recreational / food & beverage / commercial use is set out at **Annexure 6 (Unit and Project Details)**. For any additional memberships, the same shall be permitted only if they are full-time members of the Unit and on payment of fees as may be decided by the FMC from time to time. Similarly, the guests of the Purchaser may be permitted to use the Club subject to the rules and regulations of the FMC and payment of guest charges, if any as determined by the FMC. The terms and conditions with respect to the operation of the Club and membership of the Club will be subject to the terms and conditions/rules as may be framed and/or charges that may be levied by the FMC from time to time and the Purchaser confirms and agrees to be bound by and abide by the terms and conditions and undertakes not to raise any objections in this regard.
- 15.14. The right to use the facilities at the Club shall be personal to the Purchaser of the Unit in the Building and shall not be transferable in any manner to any third person or party whatsoever, save and except to the transferee of the Unit upon the sale / Transfer of the Unit by the Purchaser. In the event, the Unit in the Building is sold/ transferred by the Purchaser, then the Purchaser along with his family members being the associate members of the Club, shall cease to be members of the Club and in turn, the membership (and all rights and obligations thereto) shall be transferred to the transferee/ new owners of the Unit, upon them making application for the same and agreeing to abide by the terms, rules and regulations of the Club and/ or the FMC. It is, however, clarified that the Company/FMC shall be entitled to grant membership rights to such other person(s), as they may deem fit and the Purchaser shall not be entitled to object to the same.
- 15.15. The Purchaser is aware that the Company seeks to provide a superior quality of services and facilities for its residents and for such purpose, the Company has/shall enter into agreements with various third parties/ operators ("**Service Providers**") in relation to the operation of certain facilities/ amenities which are located in constructed spaces that have not been counted in FSI ("**FSI Free Constructed Spaces**") by the concerned Authorities on account of such spaces so as to facilitate the recreation/ comfort of the purchasers. The terms of such arrangements shall be binding on the Purchaser and the Ultimate Organization/ Federation, subject to the following restrictions:
- a. Such FSI Free Constructed Spaces cannot be sold. The tenure for use of such FSI Free Constructed Spaces by the Service Providers shall not exceed 15 (fifteen) years.
  - b. Upon formation of the Federation, the Federation shall have ownership of such FSI Free Constructed Spaces, subject to the other terms and conditions of the arrangements with the Service Providers.

- c. Any external members of such facility shall abide by the security, dress and behavioral guidelines that would apply to the residents of the Building.
- 15.16. The Purchaser is aware that the Company is not in the business of or providing services proposed to be provided by the Service Providers/ FMC or through the Service Providers/ FMC. The Company does not warrant or guarantee the use or performance of these services provided by the respective Service Providers/ FMC. The Parties hereto agree that the Company is not and shall not be responsible or liable in connection with any defect or the performance/ non-performance or otherwise in respect of these services provided by the respective Service Providers/ FMC.
16. **PROPERTY TAXES AND OTHER CHARGES**
- 16.1. Property Tax, as determined from time to time, shall be borne and paid by the Purchaser on and from the CAM Commencement Date, separately from any of the other considerations / levies/ charges/ CAM Charges, etc. The said amount shall be paid by the Purchaser on or before 30<sup>th</sup> April of each financial year, based on the estimate provided by the FMC, which shall be provided on or before 15<sup>th</sup> April of the relevant financial year.
- 16.2. The Purchaser undertakes to make payment of the estimated Property Tax for the first 18 (eighteen) months simultaneously with the CAM Charges becoming payable as per the terms stated herein.
- 16.3. In the event of a shortfall between the amount deposited with the Company by the purchasers towards Property Tax and the demand raised by the Authorities ("**Shortfall Amount**"), the Company shall inform the purchasers of such shortfall and the purchasers shall be liable to ensure that the same is paid to the Company within 14 (fourteen) days of receipt of intimation from the Company, failing which the Purchaser shall be liable to pay interest as levied by the concerned Authorities together with late payment charge amounting to 5% (five per cent) of the Shortfall Amount or such part of the Shortfall Amount remaining unpaid. The Company shall not be responsible for any penalty/delay/action on account of such Shortfall Amount and the same shall entirely be to the account of the purchasers.
- 16.4. In case there is any surplus amount lying with the Company after payment of the first bill of the Property Tax, the same shall be handed over to the Ultimate Organization within 3 (three) months of the Ultimate Organization taking charge of the affairs of the Building or the 3 (three) months from the date of payment of the first bill of the Property Tax, whichever is later.
- 16.5. If the Property Tax demand in respect of the Unit, comes directly in the name of the Purchaser, the amount paid by the Purchaser to the Company towards Property Tax for the Unit shall be refunded to the Purchaser within 14 (fourteen) days of the Company being informed by the Purchaser that such demand has been raised.
- 16.6. The Purchaser is aware that the Other Charges stated herein are provisional and in case the amount is higher than this amount, the Purchaser shall pay such increased amount as specified by the Company.
17. **BUILDING PROTECTION DEPOSIT**
- 17.1. The Purchaser shall, on or before the Date of Offer of Possession, pay to the Company, the Building Protection Deposit set out in **Annexure 6A** hereto.

- 17.2. The Building Protection Deposit shall be returned to the Purchaser after completion of fit-out / interior work by the Purchaser and subject to the possession policy and permissible changes policy of the Company.
- 17.3. The Purchaser hereto agrees and acknowledges that, in order to claim the return of the said Building Protection Deposit, the Purchaser shall notify the Company about completion of all fit-out or interior works in the Unit. On receiving this notification, the Company representatives/ nominees shall inspect the Unit, its immediate vicinity and attached Common Areas and Amenities like lift lobbies, etc. for compliance with possession policy and policy on permissible changes. If all changes made by the Purchaser are in adherence to permissible changes policy then the Building Protection Deposit shall be returned.
- 17.4. In the event any violations are observed by the Company's representatives/ nominees then same shall be intimated to the Purchaser and the Purchaser shall get the same rectified within 14 (fourteen) days from the date of the said intimation at his cost and risk. In the event the Purchaser fails to do the same, then the Company shall get the same rectified at the cost and risk of the Purchaser. The Purchaser shall be solely responsible for all costs incurred in this regard, which shall be recovered from the Building Protection Deposit.
- 17.5. The Company /FMC shall be entitled to date the said cheque and deposit the same for recovery of the amount the Purchaser shall ensure that sufficient balance is maintained in the account and shall not close the said bank account or issue any instructions for stop payment, etc. The Purchaser hereto provides unconditional and irrevocable consent to the Company to insert date on the cheque, as per its sole discretion and the Purchaser has no objection to the same and waives all his rights to raise any objection in future. Further, in case any excess amounts are to be recovered from the Purchaser, the Company /FMC shall raise bills/invoices on the Purchaser and the Purchaser undertakes to pay the same within 14 (fourteen) days from the date of such invoice. In case the Purchaser refrains from paying the additional amount, the same shall be adjusted from the CAM Charges paid by the Purchaser and shall be reflected as arrears and shall be claimed from the Purchaser by the Ultimate Organization, at the time same is formed.

18. **INDIRECT TAXES AND LEVIES**

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

19. **INTEREST**

- 19.1. The Purchaser agrees to pay to the Company, Interest (as defined at Clause 1.34) on all the amounts, including the Consideration Value, Other Charges, Maintenance Related Amounts, or any parts thereof, payable by the Purchaser to the Company under the terms of this Agreement from the date the said amount becoming due and payable by the Purchaser to the Company i.e. 14 (fourteen) days, from the date the Company raises demand for the payment of such instalment, till the date of realization of such payment. The Purchaser confirms that the payment of Interest by the Purchaser shall be without prejudice to the other rights and remedies of the Company and shall not constitute a waiver of the same by the Company, unless specifically provided by the Company in writing.

20. **PURCHASER'S COVENANTS**



- 20.1. The Purchaser, for himself and with the intention to bring all persons into whosever hands the Unit may come, hereby covenants and undertakes:
- a. To maintain the Unit at the Purchaser's own cost in good tenantable repair and proper condition from the Date of Offer of Possession and shall not do or suffer to be done anything in or to the Building against the rules, regulations or bye-laws of the Ultimate Organization / Federation or concerned local or any other Authority or change / alter or make addition in or to the Unit or the Building or any part thereof and shall:
    - (i) Not carry out any additions or alterations in the Unit and, or, Building which affect the structure, façade and/or services of the units/wing (including but not limited to, not making any change or to alter the windows and/or grills provided by the Company);
    - (ii) Not make any changes to the common area/lobby and structural changes in the Building;
    - (iii) Not relocate brick walls onto any location which does not have a beam to support the brick wall;
    - (iv) Not change the location of the plumbing or electrical lines (except internal extensions);
    - (v) Not change the location of the wet/waterproofed areas;
    - (vi) Not make any alteration in the elevation and outside color scheme of the Building;
    - (vii) Not chisel or in any other manner damage or cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural elements in the Unit without the prior written permission of the Company and/or the Ultimate Organization;
    - (viii) Not to put any wire, pipe, grill, plant, outside the windows of the Unit to *inter alia* dry any clothes or put any articles outside the Unit or the windows of the Unit or any storage in any area which is visible from the external facade of the Building, save and except the utility area (if applicable); and
    - (ix) Keep the sewers, drain pipes in the Unit and appurtenant thereto in good tenantable repair and condition, and in particular so as to support shelter and protect the other parts of the Building.
  - b. The Purchaser agrees to comply with the possession policy and the permissible changes policy of the Company, as amended, from time to time.
  - c. The Purchaser hereby agrees and acknowledges that the Purchaser is aware that some or all of the EBVT area is excluded/not counted in FSI. The Purchaser has studied and understood the plans approved by the concerned Authorities and agrees to raise no claim in relation to the manner of approval of the EBVT areas.
  - d. In the event 'Piped Gas Connection' is indicated as an amenity to be provided within the Unit/building, the Purchaser acknowledges and agrees that such connection will be provided by a third party service provider. As third party service providers generally provide for piped gas connections and supply of gas in a building only when a significant portion of the building is occupied, the Company shall endeavour to provide the piped gas connection and

supply of gas through such connection within a period of 24 (twenty four) months from the Extended DOP. The Purchaser shall ensure and cause the Ultimate Organization to ensure that the Building is painted once every 5 (five) years from the Date of Offer of Possession and kept in good and proper condition.

- e. The Purchaser shall not store any goods which are of hazardous, combustible or of dangerous nature other than cooking gas in the Unit, which may damage the construction or structure of the Building or the storage of which is objected to by the concerned local or other Authority or the Ultimate Organization / Federation.
- f. The Purchaser shall not carry or cause to be carried heavy packages on upper floors which may damage or is likely to damage the staircases, common passages or any other structure of the Building, including entrances of the Building. In case any damage is caused to the Building on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of such breach.
- g. The Purchaser agrees and undertakes to cause the Ultimate Organization to ratify and confirm that the name of the Building and/or Ultimate Organization shall not be changed without the prior written consent of the Company.
- h. The Purchaser shall not allow the Unit to be used for user different from the nature of the user as approved by the authorities in the plan at the time of OC i.e. residential units shall be used for residential use only, office units for office use only, retail units for retail use only etc. No residential unit shall be used for commercial use or use as guest house by whatsoever name. Similarly, no office unit shall be used for storage or retail use.
- i. The Purchaser shall use the Car Parking Space only for purpose of parking the Purchaser's own vehicles.
- j. The Purchaser shall ensure that the key common areas of the Building viz. entrance lobby, garden & play areas, temple (if applicable) are maintained as per the highest standards with regular cleaning and maintenance. The Purchaser shall further ensure that refurnishing / major overhaul is done every 5 years, starting from Date of Offer of Possession.
- k. The Purchaser is aware that certain parts of the Wing/ Building/ Project including Otta, Parking, Garden, Terrace etc. shall be allocated for exclusive use of certain unit(s). The Purchaser covenants not to raise any claim or dispute in respect of such otta/parking/garden/terrace allotted for the exclusive use of any other unit(s) as well as any space available for hoardings/equivalent and all of these are agreed to be retained and/or allotted by the Company as restricted amenities. The price of the Unit has been determined taking this into consideration and the Purchaser waives his right to raise any dispute in this regard.
- l. To pay to the Company within 7 (seven) days of demand by the Company the Purchaser's share of security deposit demanded by concerned local Authority or government for giving water, electricity or any other service connection to the Building in which the Unit is situated.
- m. To pay to the Company within 7 (seven) days of demand by the Company, the Purchaser's share of HVAC and diesel consumption charges in the Unit which will be calculated on a pro-rata basis.

- n. To clear and pay increase in Taxes, development charges, water charges, insurance and such other fees, levies, if any, which are imposed by any Authority, on account of change of user of the Unit by the Purchaser viz., user for any purposes other than for residential or otherwise.
- o. In the event, the electric meter of the Unit has not been installed by the Date of Offer of Possession, the Company shall be obliged to provide power supply to the Unit. The power supply will be in line with the supply generally provided by the electricity distribution company in that area with regard to the duration and voltage. The Purchaser shall pay a fixed monthly sum as set out at **Annexure 6A** as provisional electricity charges to the Company for providing this supply. The Purchaser undertakes to make payment in advance of the provisional electricity charges for the first 4 (four) months from the Date of Offer of Possession. In the event the electric meter of the Unit is not installed within the aforesaid period of 4 months the Purchaser agrees and acknowledges that the Company shall, deduct such additional provisional electricity charges from the CAM Charges collected from the Purchaser per the terms of this Agreement.
- p. The Purchaser understands and agrees that the Purchaser shall not sell, lease, let, sub-let, transfer, assign or part with Purchaser's rights, title, interest or benefit under this Agreement or part with the possession of the Unit till such time all the amounts payable by the Purchaser are paid in full and the Purchaser is not in breach of any of the terms and conditions of this Agreement. Any sale/transfer/lease etc. of the Unit shall require written approval/ no-objection letter ("**NOC**") from the Ultimate Organization as well as the Federation (separately, and till such time that the Ultimate Organization and the Federation take over the management of the affairs of the Building and the larger development respectively, of the Company) to ensure that the inherent nature of the Ultimate Organization and/or Federation is not compromised by bringing in any member who does not subscribe to the guidelines and/or objectives of the Ultimate Organization and/or Federation. The Purchaser further agrees that in the event of any breach of any conditions, covenants or obligations under this Agreement, including but not limited to conditions pertaining to fit-out and maintenance of the Unit, the Purchaser shall rectify and cure such breach to the satisfaction of the Ultimate Organization/Federation/Company, prior to obtaining such NOC. The Purchaser is aware that at the time of issuance of such NOC, the Purchaser (or party acquiring the interest, as they may mutually agree) will be required to clear all outstanding dues on the Unit, including but not limited to, CAM charges, Property Tax, utility bills, along with interest and/or penalty thereon, and further, make deposits of CAM Charges and Property Tax for duration as maybe specified by the entity issuing such NOC. Any document for sale/transfer/lease etc. which is entered into without obtaining written approval of the Ultimate Organization and the Federation (and till such time that the Ultimate Organization and the Federation take over the management of the affairs of the building and the larger development respectively, of the Company) shall be invalid and liable to be cancelled.
- q. The Purchaser is aware that certain parts of the Larger Property are earmarked for exclusive use by the residents of the specific building(s) / unit(s) and the Purchaser hereby agrees to not interfere in any manner, direct

or indirect, with such exclusive right to use the earmarked areas and waives any right or claim in this regard.

- r. The Purchaser acknowledges and confirms that this Agreement along with any other documents, letters etc. executed in relation to this Agreement may be shared by the Company with the co-promoter or a joint developer of the Project, if any.
- s. The Purchaser agrees and acknowledges that the sample unit constructed by the Company and all furniture's, items, electronic goods, amenities etc. provided thereon are only for the purpose of show casing the unit and the Company is not liable/required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the sample unit, other than as expressly agreed by the Company under this Agreement.
- t. The Purchaser confirms that this Agreement is the binding arrangement between the Parties and overrides any other written and, or, oral understanding, including but not limited to, the application form, allotment letter, brochure or electronic communication of any form.
- u. Until the Building Conveyance/Federation Conveyance in favour of the Ultimate Organization/Federation is executed and the entire Project is declared by the Company as completed, the Purchaser shall permit the Company and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Unit / Building/ Project / Larger Property and, or, any part thereof to view and examine the state and condition thereof.
- v. The Purchaser agrees and undertakes to not, in any manner, impede and to prevent, to the best of his ability, all other purchasers of units in the Building and, or, Project from impeding, the ability of the Company or its representatives to enter into the Building and, or, the Project and, or, the Larger Property (or any part thereof) for the purposes of showing any unsold units to prospective purchasers or brokers and, or, showing the Building / Project to investors or other third parties and, or, in general for any marketing, promotional, photographic or other legitimate purpose of the Company. In case the Purchaser, directly or indirectly, breaches this undertaking, he shall be liable to pay to the Company an amount equal to 0.5% (zero point five per cent) of the Consideration Value and other amounts payable under this Agreement, including, but not limited to, Other Charges, Maintenance Related Amounts and all Indirect Taxes thereto, for every day that any such breach continues within 14 (fourteen) days from the receipt of a written notice from the Company in this regard and the Company shall have a lien over the Unit for such amount till the payment in full.
- w. The Purchaser agrees, confirms and acknowledges that all unsold unit(s) in the Building / Project shall unequivocally belong to the Company till such time that they are sold. The Company shall have (and the Purchaser shall cause the Ultimate Organization to agree and ratify that the Company has) the absolute, unconditional and irrevocable right to sell, transfer, lease, encumber and, or, create any right, title or interest in the unsold units, without any consent/no-objection, of any nature whatsoever in this regard, from the Ultimate Organization and, or, Federation (as the case may be) for the purpose and further, without payment of any charges / transfer fee to the Ultimate Organization and, or, Federation. Where consents and, or, permissions may be required from the Ultimate Organization and, or,

Federation pursuant to any Applicable Law (illustratively, for electricity), the Purchaser shall cause the Ultimate Organization and, or, Federation to issue such consents and, or, permissions forthwith on request. The Company shall provide written intimation of such sale to the Ultimate Organization and, or, Federation within 30 (thirty) days of such sale being completed and the Ultimate Organization / Federation shall add such purchaser as its member, without any delay or demur and further, without any charge being levied for addition of such new member(s). Such purchaser of unsold unit/s shall, in any case, deemed to be a member of the Ultimate Organization.

- x. The Purchaser agrees and acknowledges that it shall forthwith admit any purchasers of units in the Building / Project and shall forthwith issue share certificates and other necessary documents in favour of such purchasers, without raising any dispute or objection to the same, and without charging/recovering from them any fees, donation or any other amount of whatsoever nature in respect thereof. Further, it is hereby agreed that the purchaser/lessees/occupants of these unsold unit/s shall enjoy and shall be entitled to enjoy all rights and privileges with respect to the use of the Common Areas and Amenities and facilities at par with any other member of the Ultimate Organization/Federation. In the event of a violation or breach of the covenants at Sub-Clause 20.1(w) and (x), the Purchaser will be liable to pay an amount equivalent to 1% (one per cent) of the Consideration Value and all other amounts payable under this Agreement, including, but not limited to, Other Charges, Maintenance Related Amounts and all Indirect Taxes thereto for each month of delay caused.
- y. The Purchaser hereto agrees and acknowledges that at the time of handover of the Ultimate Organization, the Company shall earmark certain car parking spaces for use by such unsold units and the Purchaser hereby agrees and shall cause the Ultimate Organization to ensure that these car parking spaces are kept available for use by the purchasers/occupants of the unsold units.
- z. The Purchaser is aware that in order to ensure safety of the workmen and the Purchaser, the Purchaser shall not be allowed to visit the site during the time that the Building is under construction. The Company shall provide photographic updates of the construction progress (quarterly or half-yearly basis). The Purchaser shall be given the opportunity of inspecting the Unit only after making payment of the Consideration Value and all other amounts payable under this Agreement, including, but not limited to, Other Charges, Maintenance Related Amounts and all Indirect Taxes thereto.
- aa. Upon and after handover of the management of the Building to the Ultimate Organization, the Ultimate Organization (and its members) will be responsible for fulfillment of all obligations and responsibilities in relation to approvals / permissions as may be required by the concerned Authorities from time to time.
- bb. The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in FEMA, Reserve Bank of India Act, 1934 and rules/ regulations made thereunder or any statutory amendment(s) / modification(s) made thereof and all other Applicable Laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India, etc. and provide the Company with such permission, approvals which would enable the

Company to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other Applicable Law. The Purchaser understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, he shall be liable for action under the FEMA, as amended, from time to time. The Company accepts no responsibility/liability in this regard. The Purchaser shall keep the Company fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same, in writing, to the Company immediately and comply with necessary formalities, if any, under the Applicable Law. The Company shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Company shall be issuing the payment receipts in favour of the Purchaser only.

- cc. The Purchaser is aware that various purchasers have chosen to buy unit(s) in the development with the assurance that the conduct of all users of the development shall be appropriate and in line with high standards of social behavior. Similarly, the Company has agreed to sell this Unit to the Purchaser on the premise that the Purchaser shall conduct himself in a reasonable manner and shall not cause any damage to the reputation of or bring disrepute to or cause nuisance to any of the other purchasers in the project and/or the Company and/or the development. Any Purchaser who indulges in any action which does not meet such standards shall be construed to be in default of his obligations under this Agreement.
- dd. The Purchaser undertakes to observe all other stipulations and rules which are provided herein in order to enable the Building/wing to be well maintained and enable all purchasers/members to enjoy the usage of these areas as originally designed.
- ee. The Purchaser shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, letters, certificates, instruments and documents, as the Company may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the effective consummation of the transactions and obligations contemplated hereby.

## 21. **SPECIAL CONDITIONS**

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

## 22. **MISCELLANEOUS**

- 22.1. Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in Applicable Law of the Building, Project or Larger Property or any part thereof.
- 22.2. All notices to be served on the Company and/or the Purchaser shall be deemed to have been duly served if sent by Registered Post A.D. / Under Certification of

Posting / standard mail or courier at the address set out at **Annexure 6 (Unit and Project Details)**. Electronic communication (e.g. email) shall not be deemed to be valid form of communication, save and except in case of intimation of demand for payment installment being due and receipt for payment thereto.

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

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

## 23. **DISPUTE RESOLUTION AND GOVERNING LAW**

23.1. If any dispute or difference arises between the Parties at any time relating to the construction or interpretation of this Agreement or any term or provision hereof or the respective rights, duties or liabilities of either Party hereunder, then the aggrieved Party shall notify the other Party in writing thereof, and the Parties shall endeavor to resolve the same by mutual discussions and Agreement.

23.2. If the dispute or difference cannot be resolved within a period of 7 (seven) days, from the notice by the aggrieved Party under Sub-Clause 23.1 above, then the dispute shall be referred to arbitration to be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any other statutory modifications or replacement thereof. All arbitration proceedings will be in the English language and the venue and seat of the arbitration will be Mumbai. The arbitration shall be conducted by a sole arbitrator who shall be appointed by the Company ("**Arbitrator**").

23.3. The decision of the Arbitrator shall be in writing and shall be final and binding on the Parties. The arbitral award may include costs, including reasonable attorney fees and disbursements. Judgment upon the award may be entered by the Courts in Mumbai.

23.4. This Agreement and rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceeding hereunder.

23.5. This Agreement shall be governed and interpreted by and construed in accordance with the laws of India. The courts at Mumbai alone shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement.

## 24. **SEVERABILITY**

24.1. If at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under Applicable Law that shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement and all other provisions of the Agreement shall survive.

24.2. The Parties shall negotiate, in good faith, to replace such unenforceable provisions with provisions which most nearly give effect to the provision being replaced, and that preserves the Party's commercial interests under this Agreement.

## 25. **WAIVER**

25.1. Any delay tolerated or indulgence shown by the Company in enforcing any of the terms of this Agreement or any forbearance or extension of time for payment of instalment to the Purchaser by the Company shall not be construed as waiver on

the part of the Company of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor the same shall in any manner prejudice or affect the rights of the Company.

26. **ENTIRE AGREEMENT**

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

27. **CONFIDENTIALITY**

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



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

**SIGNED AND DELIVERED** )

By the Company within named )

**MACROTECH DEVELOPERS LIMITED** )

through the hands of Constituted Attorney )

Mr. Surendran Nair )

authorised vide Power of Attorney )

In the presence of: )

1. \_\_\_\_\_ )

2. \_\_\_\_\_ )

**SIGNED AND DELIVERED** )

By the within named Purchaser )

**Vijaykumar Ratnakar Kamble** )

**Dr. Anjali V Kamble** )

In the presence of: )

1. \_\_\_\_\_ )

2. \_\_\_\_\_ )



## Annexure 1

### *(Description of Larger Property)*

All that piece and parcel of land bearing Cadastral Survey No.464 of Lower Parel Division admeasuring 65,724.12 square metres or thereabouts situated at Senapati Bapat Marg, Lower Parel, Mumbai – 400 013 within Mumbai Municipal Limits, within the Registration District of Mumbai and bounded as follows:

On or towards the North	:	Pandurang Budhkar Marg
On or towards the South	:	Boundary Walls of Kamala Mills Limited
On or towards the East	:	Senapati Bapat Marg and Parel Central Railway Station
On or towards the West	:	Boundaries of Victoria Mills.

## **Annexure 2**

### *(Chain of Title)*

1. By an Indenture of Conveyance dated 10<sup>th</sup> October, 2005 (registered with the office of the Sub Registrar of Assurances at Mumbai under serial no. BBE-2/9009/2005 on 11<sup>th</sup> October, 2005) the National Textile Corporation (South Maharashtra) Limited (Unit: Mumbai Textile Mills), as Vendors of the One Part granted and conveyed unto Jawala Real Estate Private Limited, as the Purchasers of the Other Part, all that piece and parcel of land bearing C.S. No. 464 of Lower Parel division, lying being and situate at Senapati Bapat Marg, Lower Parel, Mumbai – 400 013 and admeasuring 65,724.12 square meters of thereabouts (herein referred to as "**Larger Property**").
2. By Order dated 18 October 2017, the National Company Law Tribunal sanctioned the scheme of amalgamation of Jawala Real Estate Private Limited with Lodha Developers Private Limited, (now Macrotech Developers Limited) i.e. the Company herein, whereby the whole undertaking of the said Jawala Real Estate Private Limited as a going concern, including its business, all secured and unsecured debts, liabilities, duties and obligations and all the assets, properties, rights, titles and benefits stand transferred to and vested in the Company herein.
3. By a Fresh Certificate of Incorporation dated 14<sup>th</sup> March 2018 issued by the Registrar of Companies under section 18 of the Companies Act 2013 for the conversion of Lodha Developers Private Limited to Lodha Developers Limited w.e.f. 14/03/2018.
4. Vide a fresh certificate of incorporation dated 24 May 2019, issued by the Registrar of Companies, Mumbai, the name of 'Lodha Developers Limited' was changed to 'Macrotech Developers Limited'
5. In view thereof, the Company is seized and possessed of and well and sufficiently entitled to the said Larger Property

FORMAT A

Circular No. (28/2021)

Maha REFA  
Maha REFA  
Reg. No. 12345  
Maha REFA  
Maha REFA  
Maha REFA

LEGAL REPORT ON TITLE

Sub: ALL THAT piece and parcel of land comprising Cadastral Survey No. 464 admeasuring 65,724.12 sq.mtrs. or thereabout of Lower Parel Division, situated at Senapati Bapat Marg, Parel, Mumbai - 400 013 and assessed by Municipal Corporation in "G" South Ward (The said Property), being developed by Project name "THE PARK".

- 1) I have investigated the title of all that said Property at the request of my client, Macrotech Developers Limited formerly known as Jawala Real Estate Private Limited a Company incorporated under the Companies Act, 1956 and now deemed to be incorporated under the Companies Act, 2013, having its registered office at 412, Floor - 4, 176, Vardhman Chamber, Gawaga Parel Road, Horniman Circle, Fort, Mumbai-400 001 (Company) as the Owner / Developer, as the case may be, of the same. On the basis and relying upon the perusal of relevant photocopies of Title documents, Orders/Permissions, Notification for acquisition of the said property and development, Revenue Records as updated on Portals of <https://prgmumbai.nic.in/>, Search Data of Manual Search conducted in Offices of concerned Sub Registrar, Online Search on the Portal of Inspector General of Registration (IGR) for the Land Record, Online Search on the portal of Ministry of Company Affairs (MCA) for charges created by Macrotech Developers Limited in respect of the said Property and Orders and Certificates with respect to re-organisation and re-structuring in relation to the Company, I have to state as follows.
- 2) **Description of the Property** ALL THAT piece and parcel of land comprising Cadastral Survey No. 464 admeasuring 65,724.12 sq.mtrs. or thereabout of Lower Parel Division, situated at Senapati Bapat Marg, Parel, Mumbai - 400 013 and assessed by Municipal Corporation in "G" South Ward (The said Property).
- 3) **Document of allotment of plot** By Indenture of Conveyance dated 10/10/2005 and Annexures therewith executed and registered under No. BBE2-29007 of 2005 on 11/10/2005 in Book I of the Sub Registrar of Assurance at Mumbai by The National Textile Corporation (SOUTH MAHARASHTRA) (Unit Mumbai Textile Mills at Senapati Bapat Marg, Mumbai - 400 013) as the Vendor in favour of Jawala Real Estate Private Limited as Purchaser.
- 4) **Property Card** Cadastral Survey No. 464 of Lower Parel Division admeasuring 65,724.12 sq.mtrs. or thereabout as per Property Card reflected in the name of Macrotech Developers Limited.
- 5) **Search Report for 30 years from 1993 to 2023 (30 years)** My client has taken search at Land Record through its department on Online Portals of Inspector of General Registration (IGR Maharashtra) website for the year 2002 to 2023. Besides, my client has also taken manual search for the year 1964 to 2002. Search Report dated 14<sup>th</sup> June, 2023 issued by Mr. R. D. Rane, Advocate searched records maintained by the Office of the Sub-Registrar of Assurances in respect of the said property for the period from the year 1964 to 2009. There is no registered document

Page 1 of 10

evidencing creation of adverse interest which affect title of Owners to their respective said Property and development thereon.

- 6) On the basis of and relying upon the perusal photocopies of relevant (i) Title documents, (ii) Revenue Records as updated on Portals of <https://prgmumbai.nic.in/>, (iii) Search Data of Search conducted in Offices of concerned Sub Registrar and Online Search on the Portal of Inspector General of Registration (IGR) for the Land Record and (iv) Online Search on the portal of Ministry of Company Affairs (MCA) for charges created by Macrotech Developers Limited relying on representations, information and explanation gathered in connection therewith, I am of the opinion that subject to (i) encumbrances of subsisting mortgages / charges in favour of (a) IDBI Trusteeship Services Limited, (b) Housing Development Finance Corporation Limited and (c) Catalyst Trusteeship Limited as mentioned in Clause No. G sub Clause No. 21 to 24, and (ii) pending Litigation as mentioned sub heading Litigation in Clause No. H sub Clause No. 25 as stated in Annexure A, Flow of Title and on the basis of findings set out therein, title of Macrotech Developers Limited, as the Owner with complete development rights for the same, is clear, marketable and free from encumbrances.
- 7) I note that over a period of time, by reason of Change of Name, Restructuring and Reorganisation as well as Conversion, Jawala Real Estate Private Limited its continuance into other entities ultimately came to be known as Macrotech Developers Limited. The details thereof are mentioned in Flow of Title being Annexure A hereto. Thereupon, all the entire business undertaking, assets including the permissions and Property of Jawala Real Estate Private Limited transferred to and vested in Macrotech Developers Limited.

Owner of the Property

- 1) the said Property i.e. property comprised in Cadastral Survey No. 464 of Lower Parel Division admeasuring 65,724.12 sq.mtrs. or thereabout situated at Senapati Bapat Marg, Parel, Mumbai - 400 013 are owned by and belonged to Macrotech Developers Limited. (Land Holder).
- 2) Qualifying comments/remarks: Pending Litigation and subsisting mortgages as mentioned in detailed Flow of Title annexed as Annexure "A" hereto and This Legal Title Report be read and construed in conjunction with Annexure-A.

The report reflecting the flow of the title of Macrotech Developers Limited as the Land Hoier to the said Property and with complete development rights thereof is separately enclosed and annexed as Annexure "A".

Dated this 15<sup>th</sup> day of January, 2024

  
(Pradip Garach)  
Advocate High Court, Bombay

Encl: Annexure "A" -Flow of Title

Page 2 of 10

FORMAT A

Circular No. (28/2021)

FLOW OF THE TITLE OF THE SAID PROPERTY

Sub: ALL THAT piece and parcel of land comprising Cadastral Survey No. 464 admeasuring 65,724.12 sq.mtrs. or thereabout of Lower Parel Division, situated at Senapati Bapat Marg, Parel, Mumbai - 400 013 and assessed by Municipal Corporation in "G" South Ward (The said Property), being developed by Project name "THE PARK".

- 1) I have investigated the title of all that said Property at the request of my client, Macrotech Developers Limited formerly known as Jawala Real Estate Private Limited a Company incorporated under the Companies Act, 1956 and now deemed to be incorporated under the Companies Act, 2013, having its registered office at 412, Floor - 4, 176, Vardhman Chamber, Gawaga Parel Road, Horniman Circle, Fort, Mumbai-400 001 (Company) as the Owner / Developer, as the case may be, of the same. On the basis and relying upon the perusal of relevant photocopies of Title documents, Orders/Permissions, Notification for acquisition of the said property and development, Revenue Records as updated on Portals of <https://prgmumbai.nic.in/>, Search Data of Manual Search conducted in Offices of concerned Sub Registrar, Online Search on the Portal of Inspector General of Registration (IGR) for the Land Record, Online Search on the portal of Ministry of Company Affairs (MCA) for charges created by Macrotech Developers Limited in respect of the said Property and Orders and Certificates with respect to re-organisation and re-structuring in relation to the Company, I have to state as follows:-
- (A) **The documents in relation to the ownership of the said Property:**  
I have perused following documents of title in respect of the said Property.
- (i) Online Property Card for property now bearing CS nos. 464 admeasuring 65,724.12 sq.mtrs. or thereabout of Lower Parel Division, situated at Senapati Bapat Marg, Parel, Mumbai - 400 013, Mumbai Suburban District
- (ii) On enactment of the Sick Textile Undertaking (Nationalization) Act, 1974, the sick textile undertakings were nationalized with a view to re-organize and rehabilitate them to serve interest of general public. In sequel the management of such sick textile undertaking was taken over by Central Government and as such vested in the Central Government under the Sick Textile Undertaking (Taking over Management) Act, 1972.
- (iii) Pursuant to the Board Resolution dated 15<sup>th</sup> June, 1976, the said Seksaria Cotton Mills Limited was renamed as Mumbai Textile Mills.
- (iv) As per the Rehabilitation Scheme sanctioned by the BIFR, by its Order dated 25<sup>th</sup> July, 2002, it is inter alia held that (i) the Mumbai Textile Mills was held to be unviable mill and thereupon approved sale of assets of said Mumbai Textile Mill and directed to utilize the sale proceeds for rehabilitation revival of the viable mill, (ii) that Board of Director of NTC (SM) authorized Asset Sale Committee (ASC) to decide upon the disposal of the land and building.
- (v) NTC (SM) had floated Tender Document dated 18<sup>th</sup> May 2005 inviting bid for sale of the said Property from prospective buyers on terms and conditions stated therein.
- (vi) By Indenture of Conveyance dated 10/10/2005 and Annexures therewith executed and registered under No. BBE2-09009 of 2005 on 11/10/2005 in Book I of the Sub Registrar of Assurance at Mumbai by The National Textile Corporation (SOUTH MAHARASHTRA) (Unit Mumbai Textile Mills at Senapati Marg, Mumbai - 400 013) as the Vendor in favour of Jawala Real Estate Private Limited as Purchasers.
- (vii) By letter of possession dated 14<sup>th</sup> October, 2005, the General Manager, National Textile Corporation SOUTH MAHARASHTRA (Unit Mumbai Textile Mills at Senapati Bapat Marg,

Page 3 of 10

14<sup>th</sup> October, 2005, the said Property was sold to the prospective buyers of the said Property (as per Annexure A hereto).

- (viii) By an order dated 07/12/2014 passed by his Lordship Hon'ble Mr. Justice S. J. Kulkarni in Company Scheme Petition No. 412 of 2014 filed before High Court, Bombay wherein Petitioner and Defendant Private Limited (Transferee Company) entered into arrangement with Jawala Real Estate Private Limited (Transferor Company). As per the scheme of amalgamation, Transferee Company amalgamated with the Transferor Company read with Scheme of Amalgamation of Arrangement attached therewith subject to sanction of a scheme in respect of Transferee Company by the High Court of Delhi at New Delhi. Under the said scheme, all the assets (movable or immovable, tangible or intangible) came to be transferred or deemed to have been transferred by Transferee Company to Transferor Company with effect from the filing of the order sanctioning the scheme and filed with the Registrar of Companies, Mumbai and Delhi read with Clause 11 of the Scheme of Amalgamation Arrangement.
- (ix) Thereafter, by another Order dated 14<sup>th</sup> November 2014 an Order passed by his Lordship Hon'ble Mr. Justice Sangeet Chakravarti in Company Petition No. 452 of 2014 filed before High Court, New Delhi whereby Principal Defendant Private Limited (Transferor Company) merged with Jawala Real Estate Private Limited (Transferee Company) with all assets and liabilities under Section 394 of Companies Act, 1956 in terms of Scheme of Amalgamation of Arrangement attached therewith.
- (x) By Order dated 16<sup>th</sup> October 2017 in Company Scheme Petition No. 508 of 2017, Jawala Real Estate Private Limited ordered to be amalgamated with Lodia Developers Private Limited with effect from 29<sup>th</sup> November 2017. Under the said order the entire business and undertaking of Jawala Real Estate Private Limited including but not limited to land, building, investments, loans, advances, approvals, permissions, rights, obligations have been transferred to and vested in Lodia Developers Private Limited, in the premises aforesaid, Lodia Developers Private Limited became entitled to the captioned Property as absolute Owners thereof.
- (xi) Subsequently, Fresh Certificate of Incorporation dated 14<sup>th</sup> March 2018 consequent upon conversion of Lodia Developers Private Limited into public limited Company under section 18 of the Companies Act, 2013 and thereafter name of Lodia Developers Private Limited changed to Lodia Developers Limited.
- (xii) By a Certificate of Incorporation dated 24<sup>th</sup> May 2019, pursuant to the change of name under the provision of Rule 29 of Companies (Incorporation) Rules 2014 issued by Registrar of Companies, it is certified that name of the Company changed from Lodia Developers Limited to Macrotech Developers Limited with effect from and on the date of the said Certificate.
- (xiii) In the aforesaid background, I note that over a period of time, by reason of Re-Organization and Restructuring of Jawala Real Estate Private Limited, i.e. Change of Name, restructuring and conversion, Jawala Real Estate Private Limited and its continuance into another entity ultimately came to be known as Macrotech Developers Limited.
- (xiv) Search Data of Search conducted by my client through its department on Online Portals of Inspector of General Registration (IGR Maharashtra) website for the year 2002 to 2023 and also Manual Search for the year 1964 to 2002.

Page 4 of 10

- (xvi) ROC Search Report dated 4<sup>th</sup> December, 2023 as per Shri. Sharadkumar Shetty & Associates, Practising Company Secretary on the online portal of Ministry of Companies Affairs Registrar of Companies for Charges created on the said property by Macrotech Developers Limited (M/D).
- (xvii) Papers and proceedings of Litigations mentioned in Flow of Title.
- (xviii) I have not issued a public notice inviting objections /claims in respect of the said Property
- (xix) Since my scope of work does not include considering the aspects within the domain of an Architect or a Surveyor, I have not carried out any physical inspection of the said Property nor have commented on development aspect etc thereof.
- (B) **Flow of Title of the said Property**
  - 1) The land and structure thereon at Lower Parel bearing Cadastral Survey Nos. 464 admeasuring 65,724.12 sq.mtrs. or thereabouts of Lower Parel Division within Mumbai Municipal limit and falling in G (South) Ward Zone Taluka and District Mumbai particularly described in the SCHEDULE hereunder written here referred as "the said Property" hereto formerly belonged to the SEKSARIA COTTON MILLS LIMITED (then Owner).
  - 2) On enactment of the Sick Textile Undertaking (Nationalization) Act, 1974, the sick textile undertakings were nationalized with a view to re-organize and rehabilitate them to serve interest of general public. In sequel the management of such sick textile undertaking was taken over by Central Government and as such vested in the Central Government under the Sick Textile Undertaking (Taking over Management) Act, 1972. In terms of the Sick Textile Undertaking (Nationalization) Act, 1974, Sick Textile Undertaking and right title and interest of the then Owner in respect thereof stood transferred to and vested in Central Government and in turn stood transferred to vested in National Textile Corporation. Under Entry No.88 of the First Schedule to the Sick Textile Undertaking (Nationalization) Act, 1974, the Seksaria Cotton Mills Limited was declared as a Sick Textile Undertaking.
  - 3) Thus, the said Property belonged to Seksaria Cotton Mills Limited stood transferred to and vested in National Textile Corporation Limited ("NTC") by means of nationalization free from encumbrances.
  - 4) As provided in the Sick Textile Undertaking (Nationalization) Act, 1974, the said NTC was required to form a subsidiary company to effect transfer of its right, title and interest in the said Property. Accordingly, the NTC formed National Textile Corporation (South Maharashtra) Limited being the wholly owned subsidiary Company under Companies Act, 1956 and as such by an Order dated 13<sup>th</sup> March, 1975, NTC inter alia transferred the assets including the said Property of Seksaria Cotton Mills Limited to National Textile Corporation (South Maharashtra).
  - 5) Consequently, the National Textile Corporation (South Maharashtra) Limited herein inter alia became the absolute Owners of the said Property admeasuring 65,724.12 sq. mtrs. or thereabout more particularly described in SCHEDULE hereunder written by operation of the said enactments and law.
  - 6) Pursuant to the Board Resolution dated 15<sup>th</sup> June, 1976, the said Seksaria Cotton Mills Limited was renamed as Mumbai Textile Mills.
  - 7) As per the Rehabilitation Scheme sanctioned by the BIFR, by its Order dated 25<sup>th</sup> July, 2002, it is inter alia held that (i) the Mumbai Textile Mills was held to be unviable mill and thereupon approved sale of assets of said Mumbai Textile Mill and directed to utilize the sale proceeds for rehabilitation revival of the viable mill, (ii) that Board of Director of NTC (SM) authorized Asset Sale Committee (ASC) to decide upon the disposal of the land and building.
  - 8) NTC (SM) had floated Tender Document dated 18<sup>th</sup> May 2005 inviting bid for sale of the said Property from prospective buyers on terms and conditions stated therein.

- 9) In the exercise of the powers conferred upon me by the Hon'ble High Court of Bombay, I have conducted a search of the records of the Registrar of Companies, Mumbai and have found that the said Property is not registered with the Registrar of Companies, Mumbai.
- (A) **INTIMATION OF DISAPPROVAL (IOD)**
  - 1) MCGM issued IOD No. EB/1342/GS/4/DOC/11/New dated 15/12/2023 in respect of the proposed development of the said Property in accordance with the proposed Part II Commencement Certificate No. EB/1342/GS/4/DOC/11/New dated 15/12/2023 and issued Building Plans in accordance with the said IOD.
- (F) **COMMENCEMENT CERTIFICATE**
  - 1) On compliance of terms and condition of IOD, MCGM has granted Commencement Certificate (CC) for Construction bearing Certificate No. EB/1342/GS/4/DOC/11/New dated 20/03/2009, 27/03/2012, 01/08/2018 and 11/02/2019 under Section 44 & 69 of Maharashtra Regional and Town Planning Act, 1966 (MRTP Act) and Building Permission under Section 346 no.337 (New) of Mumbai Municipal Corporation Act, 1958 to carry out development work of construction of proposed buildings on portion of the said larger property to the extent of Plinth Level and extension for the additional floors from one-time and continuation of validity as endorsed therein on terms and conditions stated therein.
  - 2) On Completion of the development work of Residential Building, inter alia comprised of Wing 5 on the said property forming a part of the said Property Municipal Corporation of Greater Mumbai (MCGM) issued:
    - (a) Part Occupation Certificate No. EB/1342/GS/4/DOC/11/New dated 21/09/2021 for the Residential Building comprising inter alia of Wing 5 for 29 to 42<sup>nd</sup> Upper Floors.
    - (b) Part Occupation Certificate No. EB/1342/GS/4/DOC/11/New dated 15/12/2023 for the Residential Building comprising inter alia of Wing 5 for 43<sup>rd</sup> to 58<sup>th</sup> (pl) + 59<sup>th</sup> to 66<sup>th</sup> Upper Floors.
    - (c) Occupation Certificate No. EB/1342/GS/4/DOC/11/New dated 16/03/2023 for the Residential building comprised of Wing 5 for 58<sup>th</sup> (pl) floors i.e. Full Occupation Certificate (Wing 5)
- for construction of Residential buildings on the portion of the said Property bearing Survey No. 464 of Lower Parel Division, inter alia stating therein that admission made by License Surveyor, License Site Supervisor and RCC Consultant for completion of development work of the Residential Building Wing 5 is completed as stated therein and same can be occupied subject to conditions stated therein.
- (G) **MORTGAGE**
  - 1) By Indenture of Mortgage dated 28<sup>th</sup> February, 2019 executed and registered under Sl. No. BBEA-1374-2019 with the Office of Sub Registrar at Mumbai-3, by and between Lodha Developers Limited as the "Borrower/Mortgagor" of the One Part and HDB Trustee Services Limited therein refer to as the "Security Trustee" of the Other Part wherein the Borrower has mortgaged to Security Trustee for the benefit of Lender HDB Trustee Limited, the Property more particularly described in Second Schedule hereunder written read with Article 2 of present Mortgage Deed as well of financial facilities (as defined therein) on terms, covenants and conditions stated therein.
  - 2) By Unilateral Supplementary cum Additional Indenture of Mortgage dated 19<sup>th</sup> June 2023 (a Unilateral Indenture of Mortgage dated 22<sup>nd</sup> April, 2022 and Unilateral Indenture of Mortgage for creation of Additional Security dated 26<sup>th</sup> May, 2022) executed and registered under Sl. No. BBEA-14097-2023 on 20/06/2023 with the Office of Sub Registrar at Mumbai-4, by and between Macrotech Developers Limited as the "Borrower/Mortgagor" of the One Part and HDB Trustee Services Limited as the "Security Trustee" of the Other Part.

- 9) The Company is a duly constituted and validly existing company incorporated in India under the Companies Act, 1956 and is a public company as defined in the Companies Act, 1956.
- 10) As per the resolution and order of the Board of Directors of the Company dated 15/10/2012, the Company has decided to sell the said Property to the said Buyer on the terms and conditions stated in the Schedule hereunder written and hereunder referred to as the "Scheme of Arrangement".
- 11) By Indenture of Conveyance dated 10/10/2005 and Assurances thereon executed and registered under Sl. No. BBEA-99499-2005 on 11/10/2005 in Book 161 of the Sub Register of Assurances at Mumbai by The National Textile Corporation (SOUTH MAHARASHTRA) (then Mumbai Textile Mills at Senapati Bapat Marg, Mumbai - 400 013) as Vendors of the One Part and in favor of Jawaala Real Estate Private Limited as Purchasers viz. Jawaala Real Estate Private Limited of the Other Part, the said SOUTH MAHARASHTRA (then Mumbai Textile Mills) at Senapati Bapat Marg, Mumbai - 400 013 have inter alia granted, conveyed, released, assumed and assigned by way of absolute sale free from all encumbrances unto the Purchasers all those pieces and parcels of land admeasuring 65,724.12 sq. metres and thereabout with permissible FSI as per the approved plan together with structures standing thereon unto Purchaser i.e. the said Property more particularly described in the Schedule hereunder written and hereunder written for valuable consideration and on terms, covenants and conditions stated therein. Under M.R. No.315/2005 the Property Register Card has been mutated in the name of Jawaala Real Estate Private Limited by Mumbai City Survey and Land Record for the said Property.
- 12) By letter of possession dated 14<sup>th</sup> October, 2005, the General Manager, National Textile Corporation (SOUTH MAHARASHTRA) (then Mumbai Textile Mills at Senapati Bapat Marg, Mumbai - 400 013) handed over quiet, peaceful and vacant possession to Jawaala Real Estate Private Limited.
- 13) In the circumstances aforesaid, the Company became seised and possessed of and/or otherwise well and sufficiently entitled to the said Property.
- 14) By an under Second Amendment Agreement dated 31/10/2012 to Share Purchase Agreement dated 15/08/2012 read with Letter dated 05/10/2012, Jawaala Real Estate Private Limited (then known as Proficient Builders Private Limited) viz. as Lodha Developers Limited a group Company of Lodha Developers Limited (then known as Macrotech Developers Limited) and relevant forms and papers under the Companies Act, 1956 have been filed with the Registrar of Companies for effecting the said transaction in its record.

(C) **PERMISSION OF CHANGE OF USER FROM INDUSTRIAL TO RESIDENTIAL**

- 15) I note that under Regulation No. 14 (B) of Part-III B used as Land Use and Master of Development provides that "Conversion of Industrial Zone to Residential/Commercial Zone in respect of closed industries shall be permitted subject to ROC from Urban Commissioner of the Government of Maharashtra provided that where conversion has been permitted on the basis of this certificate, Occupation Certificate will not be given unless a no-objection certificate is granted by the Urban Commissioner. I therefore note that said Property stands converted from Industrial Use to Residential Use with the requisite permission to Urban Commissioner.

(D) **APPROVALS AND LAYOUT APPROVAL**


- 16) In the background aforesaid, the Macrotech Developers Limited then Jawaala Real Estate Private Limited as Owners/Developers have envisaged Scheme of Development on the said Property along with said Property by Project name and known as "The Park". Accordingly, the layout and building plans, design and specification prepared and submitted to the Municipal Corporation of Greater Bombay (MCGM) and other concerned authorities for its necessary sanction for development of the said Property by M/D.

- 17) By Indenture of Mortgage dated 28<sup>th</sup> February, 2019 executed and registered under Sl. No. BBEA-1374-2019 with the Office of Sub Registrar at Mumbai-3, by and between Lodha Developers Limited as the "Borrower/Mortgagor" of the One Part and HDB Trustee Services Limited therein refer to as the "Security Trustee" of the Other Part wherein the Borrower has mortgaged to Security Trustee for the benefit of Lender HDB Trustee Limited, the Property more particularly described in Second Schedule hereunder written read with Article 2 of present Mortgage Deed as well of financial facilities (as defined therein) on terms, covenants and conditions stated therein.
- 18) By Unilateral Supplementary cum Additional Indenture of Mortgage dated 19<sup>th</sup> June 2023 (a Unilateral Indenture of Mortgage dated 22<sup>nd</sup> April, 2022 and Unilateral Indenture of Mortgage for creation of Additional Security dated 26<sup>th</sup> May, 2022) executed and registered under Sl. No. BBEA-14097-2023 on 20/06/2023 with the Office of Sub Registrar at Mumbai-4, by and between Macrotech Developers Limited as the "Borrower/Mortgagor" of the One Part and HDB Trustee Services Limited as the "Security Trustee" of the Other Part.
- 19) I note that in my earlier Report of Title 17/09/2014, Supplemental Reports on Title dated 04/06/2015, 11/09/2015, 22/12/2017, 22/02/2018, 06/04/2019 and 19/06/2019 thereto, I have referred several Deed of Mortgages as well as Deed of Release. I further note that all then subsisting mortgages have been released and released by relevant Deed of Release. Save and except, Indenture of Mortgage dated 28<sup>th</sup> February 2019 mentioned in Para No. 21 hereinafter is subsist, and all other mortgages referred and mortgaged property therein has been released by said Deed.
- (H) **LITIGATION**
  - 1) I note that a Writ Petition No. 20640 of 2021 has been filed before the Hon'ble Bombay High Court by Macrotech Developers Limited against Municipal Corporation by Credit Darbhay & Others challenging impugned Demand Notice for demand of development charge raised at the rate as Commercial rather than residential use. Thus, the said Demand of development charge levied is capricious and arbitrary. In the said Writ Petition, the Demand Notice stayed and same is pending before the Hon'ble Bombay High Court.
- (I) **Reorganization and restructuring of Jawaala Real Estate Private Limited into Macrotech Developers Limited.**
  - 1) By letter of possession dated 14<sup>th</sup> October, 2005, the General Manager, National Textile Corporation (SOUTH MAHARASHTRA) (then Mumbai Textile Mills at Senapati Bapat Marg, Mumbai - 400 013) handed over quiet, peaceful and vacant possession to Jawaala Real Estate Private Limited.
  - 2) In the circumstances aforesaid, the Company became seised and possessed of and/or otherwise well and sufficiently entitled to the said Property.
  - 3) By an under Second Amendment Agreement dated 31/10/2012 to Share Purchase Agreement dated 15/08/2012 read with Letter dated 05/10/2012, Jawaala Real Estate Private Limited (then known as Proficient Builders Private Limited) viz. as Lodha Developers Limited a group Company of Lodha Developers Limited (then known as Macrotech Developers Limited) and relevant forms and papers under the Companies Act, 1956 have been filed with the Registrar of Companies for effecting the said transaction in its record.
  - 4) By Order dated 07/11/2014 passed by his lordship Hon'ble Mr. Justice S. J. Kelkar in Company Scheme Petition No. 412 of 2014 filed before High Court, Bombay wherein Proficient Builders Private Limited (Proficient Company) ordered to be amalgamated with Jawaala Real Estate Private Limited (Proficient Company). As per the scheme of amalgamation, Transferee Company amalgamated with the Transferor Company in respect of Transferor Company. In respect of Transferor Company, the assets and liabilities of the Transferor Company in respect of Transferor Company by the High Court of Bombay, New Delhi, under the said scheme, all the assets (movable or immovable) transferable or assignible shall be transferred or deemed to have been transferred by Transferor Company to Transferee Company with

- 16) The title deeds of the said Property are registered with the Registrar of Companies, Mumbai, vide registration No. 112 of 1964 in Book of Private Companies.
- 17) The said Property is situated in the area of the said Project and is owned by the Trustee of the said Project, i.e. the said Trustee of the said Project, who is a private company registered with the Registrar of Companies, Mumbai, vide registration No. 112 of 1964 in Book of Private Companies. The said Trustee of the said Project is a private company registered with the Registrar of Companies, Mumbai, vide registration No. 112 of 1964 in Book of Private Companies.
- 18) By a Certificate of Incorporation dated 14.03.2018 consequent upon the conversion from Private Company to public Company was issued by Registrar of Companies under section 18 of the Companies Act 2013 for the conversion of Lodha Developers Private Limited to Lodha Developers Limited. By reason thereof, the name of the said Lodha Developers Private Limited has changed to Lodha Developers Limited with effect from 14.03.2018.
- 19) By a Certificate of Incorporation dated 24<sup>th</sup> May 2019 pursuant to the change of name under the provision of Rule 29(4) Companies (Incorporation) Rules 2014 issued by Registrar of Companies, it is certified that name of the Company changed from Lodha Developers Limited to Macrotech Developers Limited with effect from and on the date of the said Certificate.
- 20) **SEARCH REPORT**
- (a) **LAND SEARCH RECORD IN THE OFFICE OF CONCERNED SUB REGISTRAR**
- 34) I have been furnished with Search Report dated 14<sup>th</sup> May, 2009 issued by Mr. N. D. Kane, Advocate searches conducted records maintained by the Office of the Sub-Registrar of Assurances in respect of the said Property for the period from the year 1964 to 2009 (i.e. 30 years) and have been provided with the copy thereof of 1 note that, save and except the documents mentioned hereunder, no documents affecting the title of the Company in respect of the said Property have been found to be registered.
- 35) My client has taken search through its department on Online Portals of Inspector of General Registration (IGR Maharashtra) website for the year 2010 to 2023. I note that, save and except the documents mentioned hereunder, no documents affecting the title of the Company in respect of the said Property have been found to be registered.
- (b) **ROC Search Report:**
- 36) I have relied upon Registrar of Companies Search Report dated 01/12/2023 issued by Shantikumar Shetty & Associates (Company Secretaries) Upon perusal of the Search Report I note that in the Search Report, there are creation of charges under Indenture of Mortgage dated 28th February, 2019, 22nd April, 2022 and 25th August, 2023 in respect of several mortgaged properties including the said Property described in second Schedule of Indenture of Mortgage dated 28th February, 2019, Unit forming part of Non-REBA Apartment mentioned in Schedule 2 read with Annexure 2 and Unsold Units of the Project which includes Kura Tower of Lodha Park more particularly mentioned in Schedule 1 of Indenture of Mortgage dated 28th August, 2023.

- (b) **PROPERTY REGISTER CARD OF CITY SURVEY REGISTER**
- 37) The Property Register Cards inter alia relate to the following:
- | Sr. No. | Cadastral Survey No. | Area of land as per PR Card (in Square Meters) | Name of the Owner            |
|---------|----------------------|--|------------------------------|
| 1       | 464                  | 68,724.12                                      | Macrotech Developers Limited |
- (c) **MISCELLANEOUS / Other Observations**
- 38) I have not inspected the following original documents of title in respect of the all that said Property.
- 39) I have not issued any public notice calling for claims from public at large in respect of the said Property.
- 40) The information and the copies (that is ordinary copies, photocopies, translated copies and certified true copies, as applicable) of the documents, records and writings furnished to me and referred to and/or relied upon by me, are complete and accurate, and, wherever applicable, faithful reproductions of the originals thereof.
- 41) The aspects of zoning, permitted user, reservations/set back, Development Potential / Floor Space Index and developability of the said Property fall within the scope of the an Architect review and I express no views about the same. Since my scope of work does not include conducting the aspects within the domain of an Architect or a Surveyor, I have not carried out any physical inspection of the said Property nor have commented on development aspect etc. thereof.
- 42) I have prepared Legal Title Report and Flow of Title based on the copies of documents made available for my inspection limited to information provided to me and based upon the provision of applicable laws prevailing at the present time and the facts of the matter as comprehended by and limited to the information provided to me. Any variance of the facts or of law may caused a corresponding in my Legal Title Report vis-à-vis Flow of Title.
- (d) **CONCLUSION**
- 43) On the basis of and relying upon the perusal photocopies of relevant (i) Title documents; (ii) Revenue Records as uploaded on Portals of <https://pre.mumbai.gov/>; (iii) Search Data of Search conducted in Offices of concerned Sub Registrar and Online Search on the Portal of Inspector General of Registration (IGR) for the Land Record and (iv) Online Search on the portal of Ministry of Company Affairs (MCA) for charges created by Macrotech Developers Limited relying on representations, information and explanation gathered in connection therewith, I am of the opinion that subject to (a) encumbrances of subsisting mortgages / charges in favour of (a) IDBI Trusteeship Services Limited, (b) Housing Development Finance Corporation Limited and (c) Catalyst Trusteeship Limited as mentioned in Clause No. 6 sub Clause No. 21 to 24, and (ii) pending litigation as mentioned sub heading litigation in Clause No. 8 sub Clause No. 25 as stated in Annexure A, Flow of Title and on the basis of findings set out therein, title of Macrotech Developers Limited, as the Owner with complete development rights for the same, is clear, marketable and free from encumbrances.
- 44) I note that all my earlier Report on Title dated 17/09/2014, Supplemental Reports on Title dated 16/06/2015, 11/09/2015, 22/12/2017, 28/03/2018, 26/04/2019 and 19/06/2019 thereto are superseded by this Legal Title Report and Flow of Title thereto.

Dated this 0<sup>th</sup> day of January, 2024.

  
(Pradip Garach)  
Advocate, High Court Bombay

**Annexure 4**  
(Key Approvals)

No.	Approval/Document	Date of Document	Document Ref No.	Issuing Authority
1.	Intimation of Disapproval	24 January 2006	EB/1342/GS/A	Municipal Corporation of Grater Mumbai
2.	Amended approval letter	11 April 2019	EB/1342/GS/A	Municipal Corporation of Greater Mumbai
3.	Environment Clearance	29 April 2013	SEAC 2013/226/TC-1	Environment Department, Government of Maharashtra
4.	Commencement Certificate	17 November 2018	EB/1342/GS/A	Municipal Corporation of Greater Mumbai
5.	Part Occupation Certificate	20 May 2019	EB/1342/GS/A	Municipal Corporation of Greater Mumbai
6.	Part Occupation Certificate	13 June 2019	EB/1342/GS/A	Municipal Corporation of Greater Mumbai

*[Handwritten mark]*



# Annexure 5



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

TYPICAL FLOOR PLAN FOR [8TH TO 13TH, 15TH TO 20TH, 22ND TO 27TH & 29TH TO 34TH & 36TH TO 41ST, 43RD TO 48TH, 50TH TO 55TH & 57TH TO 62ND , 64TH TO 66TH, 67TH, 68TH & 69TH, 71ST TO 74TH, 75TH & 76TH FLOOR TYPICAL FLOOR PLAN FOR ((WING - 3)



**MACROTECH DEVELOPERS LIMITED**  
 412, Floor- 4, 17G Vardhaman Chamber, Cawasji Patel Rd, Horniman Circle, Fort, MUMBAI 400001.

**TOWER - LODHA MARQUISE**

**WING - B**

**FLOOR NO.**

**FLAT NO. 01**

**LEGEND**

CARPET



**ARCHITECT**



B/106, NATRAJ BUILDING, SHIVSURI STI COMPLEX, MULUND-GOREGAON LINK ROAD, MULUND (W), MUMBAI - 400 080. TEL. - 5902401/25902402

**Annexure 6**

*(Unit and Project Details)*

(I) **CUSTOMER ID** :2248970

(II) **Correspondence Address of Purchaser:** B/2503, 25th Floor, Lodha Marquise, Pandurang Budhkar Marg, Worli, Mumbai - 400018 Maharashtra India

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

(IV) **Unit Details:**

(i) Development/Project : LODHA PARK (LODHA ALLURA, MARQUISE, PARKSIDE, TRUMP, KIARA )

(ii) Building Name : Marquise

(iii) Wing : B

(iv) Unit No. : B-1001

(v) Area :

	Sq. Ft.	Sq. Mtrs.
Carpet Area	1,455	135.17
EBVT Area	17	1.58
Net Area (Carpet Area +EBVT Area)	1,472	136.75

(vi) Car Parking Space Allotted: 3

(V) **Consideration Value (CV):** Rs. 7,60,64,000/- (Rupees Seven Crore Sixty Lakh Sixty-Four Thousand Only)

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

Sr. no.	On Initiation of below milestones	Amount (In Rs.)	Due Date
1	<b>Booking Amount I</b>	<b>9,00,000</b>	<b>16-09-2024</b>
2	<b>Booking Amount II</b>	<b>29,03,200</b>	<b>16-09-2024</b>
3	<b>Booking Amount III</b>	<b>38,03,200</b>	<b>23-09-2024</b>
4	<b>Application Money 4</b>	<b>1,14,09,600</b>	<b>27-11-2024</b>
5	<b>Application Money 5</b>	<b>5,70,48,000</b>	<b>16-01-2025</b>

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

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

(VII) **Club Eligibility:**

The number of family members eligible for club membership are:

Configuration of Unit	No. of members
1 BHK	4
2 BHK	5
3 BHK	5
4 BHK or larger	6

(VIII) **Date of Offer of Possession:** 28-02-2025, subject to additional grace period of 6 Months and any extension as may be applicable on account of the provisions of Clause 10.4.

(IX) **Project Details:**

- 1) Project Name: LODHA PARK (LODHA ALLURA, MARQUISE, PARKSIDE , TRUMP, KIARA )
- 2) RERA Registration Number: P51900001339
- 3) No. of Buildings: 5

## Annexure 6A

*(Other Amount Payable before DOP)*

- (I) **Charges** towards Utility/Infrastructure/Other charges (collectively referred to as ("**Other Charges**") to be paid on/before the Date of Offer of Possession: Rs. 11,85,000/- (Rupees Eleven lakh Eighty-Five Thousand Only).
- (II) **Maintenance Related Amounts:** Provisional amounts (subject to actuals) covering period of        months from Date of Offer of Possession. Payable on/before the Date of Offer of Possession:
1. **FCAM Charges (if applicable):** Rs. 6,09,408/- (Rupees Six Lakh Nine Thousand Four Hundred Eight Only) covering period of 60 months from DOP.
  2. **Property Tax (Estimated):** Rs. 1,60,035/- (Rupees One Lakh Sixty Thousand Thirty-Five Only) covering period of 18 months from DOP.
  3. **Building Protection Deposit:** Undated Cheque of Rs.7,36,000/- (Rupees Seven Lakh Thirty-Six Thousand Only) toward Building Protection deposit which shall be encased only if there is violation of guidelines in respect of excitation of fit out/interior work.

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

**Lodha Marquise**  
**Legal Amenity and facility list**  
**Update date: 21<sup>st</sup> Dec.2020**

**Inside Homes:**

- Air-conditioned\* homes with hideaway units.
- Imported marble flooring entire house (living/dining, puja, passage and Bedrooms).
- Vitrified tiles in kitchen and ceramic tiles in utility, store and service Areas.
- All toilets floors finished in imported marble.
- European bath fittings: Duravit / Laufen sanitary ware and Grohe/Isenberg CP fittings in all toilets.
- Fitted Modular kitchen with hob and hood (no other appliances shall be provided).
- Multi-level security with:
  - o Swipe card access to lobby and lifts
  - o Video door phone
  - o CCTV monitoring of key common areas
  - o Gas detector in kitchen
  - o Emergency alarm in each residence

**Within Building:**

- Air-conditioned main entrance lobby
- Designer floor lift lobbies
- Each wing – 5 passenger elevators from Kone/Schindler/Otis or equivalent
- Separate service elevators
- Firefighting systems

**Facilities/Amenities in Larger Development**

1. Gym
2. Yoga/Aerobics room
3. Banquet Hall
4. Guest rooms
5. Multipurpose sports court
6. Badminton court
7. Tennis court
8. Squash court
9. Cinema theatre
10. Kids Indoor play area
11. Restaurant/Café
12. Juice Bar
13. Swimming pools:
  - A. Open swimming pool
  - B. Covered heated pool
  - C. Kids pool
  - D. Toddlers pool
  - E. Family pool
  - F. Outdoor rain pool

## G. Outdoor hummam

### **Facility list:**

1. Outdoor gym
2. Putting green
3. Cricket Pitch
4. Outdoor chess
5. Outdoor Children's play area
6. Outdoor cinema/Amphitheatre
7. Organic Farm
8. Pet walk area
9. Temple
10. Rock climbing wall
11. Party lawn
12. Picnic / Barbeque area

The aforesaid facilities list may undergo revision in the interest of the betterment of the development, as per the discretion of the Project Designers.

\* Excluding kitchen, toilets and service areas.

All brands stated above are subject to change with equivalent brands, at sole discretion of the Project Architects.

**Annexure 8**

*(Special Conditions)*

1. The Purchaser is aware that the Company is constructing a public parking lot on the Larger Property in pursuance of the Approvals obtained and the same shall be handed over to Municipal Corporation for Greater Mumbai after completion thereof.
2. Notwithstanding anything contained in the Agreement, the Parties hereby agree and confirm that the stamp duty towards this Unit shall be borne and paid by the Company.

**Annexure 9**

*(Purchaser Notice of Termination)*

To,

[dated]

[Name and address of the Company]

**Sub:** Notice of Termination

Dear Sir,

We refer to the Agreement to Sell dated [date of execution] (ATS) executed in respect of Unit [unit number] (Unit) on the [floor number] floor of the building known as [building name] at [address].

All capitalised terms used in this Letter but expressly defined shall bear the meaning assigned to the term in the ATS.

As estimated DOP as set out at **Annexure 6** (*Unit and Project Details*) of the ATS and the Extended DOP have passed and the Unit has not been offered for possession, I / we would like to exercise my/our right to terminate the ATS pursuant to Clause 11.3.1(b) of the ATS.

I / we agree and acknowledge that, pursuant to the provisions of the ATS:

1. This Notice of Termination shall be valid and binding on the Company only if it is received by the Company prior to the expiry of 30 days from the Extended DOP;
2. On and from the receipt of the Notice of Termination by the Company, the ATS shall stand terminated and I / we shall have no further right, title or interest in the Unit except in relation to the Refund Amount;
3. The Refund Amount is to be determined and paid to me/us in accordance with the provisions of the ATS.; and
4. On the receipt of the Refund Amount in accordance with the ATS, I / we shall have no claim of any sort whatsoever against the Company in respect of the Unit or otherwise.

Please treat this as the Notice of Termination referred to at Clause 11.3.1(b) of the ATS and proceed with the termination of the ATS in accordance with Clause 11 of the ATS.

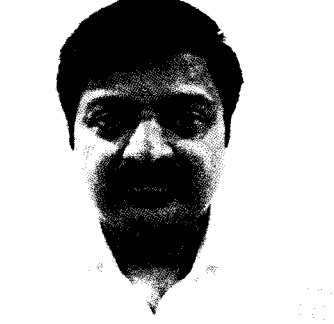

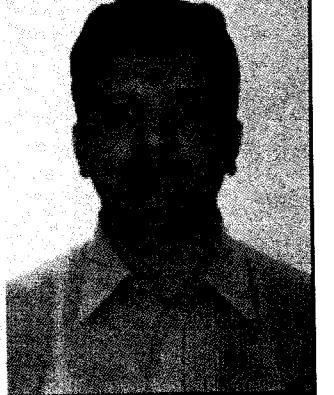
Yours sincerely,

[name of customer]



**Annexure 10**

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

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



**MUNICIPAL CORPORATION OF GREATER MUMBAI**  
**APPENDIX XXII**

**PART OCCUPANCY CERTIFICATE**

[EB/1342/GS/A/OCC/1/New of 20 May 2019]

To,  
**M/S Jawala Real Estate Pvt. Ltd.**  
**464, Senapati Bapat Marg, Lower Parel, Mumbai Textile Mill Compound, Mumbai. 400013..**

Dear Applicant/Owners,


The **Part 3** development work of **Residential** building comprising of **Wing 1, Wing 2 & Wing 3 for Basement 4 (pt) + P3 podium (pt) + P4 podium (pt) + P5 podium (pt) + 7th to 42nd upper floors** on plot bearing C.S.No./CTS No. **464** of Division **Lower Parel** at **Senapati Bapat Marg** is completed under the supervision of Shri. **SHASHIKANT LAXMAN JADHAV**, **Licensed Surveyor**, Lic. No. **J/167/LS**, Shri. **Girish Purushotam Dravid**, **RCC Consultant**, Lic. No. **STR/D/59** and Shri. **Anil Kumar Raman**, **Site supervisor**, Lic.No. **R-202/SS-I** and as per development completion certificate submitted by architect and as per completion certificate issued by Chief Fire Officer u/no. **EB/1342/GS/A-CFO** dated **20 April 2019**.

It can be occupied with the following condition/s.

- 1) That all the balance conditions of I.O.D / amended plan approval letters shall be complied with before asking further OC.
- 2) That the remaining work shall be carried out as per approved amended plans.
- 3) That all the safety and precautionary measures to safeguard the occupants and neighborhood shall be taken while executing the remaining construction works.

**Copy To :**

1. Asstt. Commissioner, G/South
  2. A.A. & C. , G/South
  3. EE (V), City
  4. M.I. , G/South
  5. A.E.W.W. , G/South
  6. Architect, SHASHIKANT LAXMAN JADHAV, B-106, NATRAJ BLDG., MULUND (W)
- For information please

 Name : Satish Bhaskar Gite  
Designation : Executive  
Engineer  
Organization : Municipal  
Corporation of Greater Mumbai  
Date : 20-May-2019 16: 41:30

Yours faithfully  
Executive Engineer (Building Proposals)  
Municipal Corporation of Greater Mumbai  
G/South



**MUNICIPAL CORPORATION OF GREATER MUMBAI**  
**APPENDIX XXII**

**PART OCCUPANCY CERTIFICATE**

[EB/1342/GS/A/OCC/5/New of 27 December 2019]

To,  
**M/s Lodha Developers Ltd.**  
**464, Senapati Bapat Marg, Lower Parel, Mumbai Textile Mill Compound, Mumbai. 400013..**

Dear Applicant/Owners,

The **Part 8** development work of **Residential** building comprising of **Part Occupation for residential building comprising of P3 podium (pt)+ P4 Podium (pt) + P5 Podium (pt) + Wing-1for 67th (pt.) & 78th (pt.) upper floors + Wing-2 for 63rd & 64th (pt.) & 78th (pt.) floors + Wing-3 for 67th & 75th (pt.) floors + Wing-4 for 72nd & 73rd (pt.) upper floors.** on plot bearing C.S.No./CTS No. **464** of Division **Lower Parel at Senapati Bapat Marg** is completed under the supervision of Shri. **SHASHIKANT LAXMAN JADHAV** , Licensed Surveyor , Lic. No. **J/167/LS** , Shri. **Girish Purushotam Dravid** , RCC Consultant, Lic. No. **STR/D/59** and Shri. **SANDEEP T. KAKAD** , Site supervisor, Lic.No. **K/452/SS-I** and as per development completion certificate submitted by architect and as per completion certificate issued by Chief Fire Officer u/no. **EB/1342/GS/A-CFO** dated **18 July 2019**.

It can be occupied with the following condition/s.

- 1) That all the balance conditions of I.O.D / amended plan approval letters shall be complied with before asking further OC.
- 2) That the remaining work shall be carried out as per approved amended plans.
- 3) That all the safety and precautionary measures to safeguard the occupants and neighborhood shall be taken while executing the remaining construction works.

**Copy To :**

1. Asstt. Commissioner, G/South
  2. A.A. & C. , G/South
  3. EE (V), City
  4. M.I. , G/South
  5. A.E.W.W. , G/South
  6. Architect, SHASHIKANT LAXMAN JADHAV, B-106, NATRAJ BLDG., MULUND (W)
- For information please



Name : JADHAV RAJENDRA  
ANANDRAO  
Designation : Executive  
Engineer  
Organization : Municipal  
Corporation of Greater Mumbai  
Date : 27-Dec-2019 20: 05:58

Yours faithfully  
Executive Engineer (Building Proposals)  
Municipal Corporation of Greater Mumbai  
G/South



**MUNICIPAL CORPORATION OF GREATER MUMBAI**  
**APPENDIX XXII**

**PART OCCUPANCY CERTIFICATE**

[EB/1342/GS/A/OCC/2/New of 22 July 2019]

To,  
**M/S Jawala Real Estate Pvt. Ltd.**  
**464, Senapati Bapat Marg, Lower Parel, Mumbai Textile Mill Compound, Mumbai. 400013..**

Dear Applicant/Owners,

The **Part 5** development work of **Residential** building comprising of **3rd to 5th podiums(pt) And Wing 1 - 63rd to 66th + 68th to 77th upper floors And wing 2 - 65th to 77th upper floors And wing 3 - 63rd to 66th + 68th to 74th + 76th upper floors** on plot bearing C.S.No./CTS No. **464** of Division **Lower Parel** at **Senapati Bapat Marg** is completed under the supervision of Shri. **SHASHIKANT LAXMAN JADHAV**, **Licensed Surveyor**, Lic. No. **J/167/LS**, Shri. **Girish Purushotam Dravid**, **RCC Consultant**, Lic. No. **STR/D/59** and Shri. **Anil Kumar Raman**, **Site supervisor**, Lic.No. **R-202/SS-I** and as per development completion certificate submitted by architect and as per completion certificate issued by Chief Fire Officer u/no. **EB/1342/GS/A-CFO** dated **18 July 2019**.

It can be occupied with the following condition/s.

- 1) That all the balance conditions of I.O.D / amended plan approval letters shall be complied with before asking further OC.
- 2) That the remaining work shall be carried out as per approved amended plans.
- 3) That all the safety and precautionary measures to safeguard the occupants and neighborhood shall be taken while executing the remaining construction works.

**Copy To :**

1. Asstt. Commissioner, G/South
  2. A.A. & C. , G/South
  3. EE (V), City
  4. M.I. , G/South
  5. A.E.W.W. , G/South
  6. Architect, SHASHIKANT LAXMAN JADHAV, B-106, NATRAJ BLDG., MULUND (W)
- For information please



Name : Satish Bhaskar Gite  
Designation : Executive  
Engineer  
Organization : Municipal  
Corporation of Greater Mumbai  
Date : 22-Jul-2019 16: 00:37

Yours faithfully  
Executive Engineer (Building Proposals)  
Municipal Corporation of Greater Mumbai  
G/South



**MUNICIPAL CORPORATION OF GREATER MUMBAI**  
**APPENDIX XXII**

**PART OCCUPANCY CERTIFICATE**

[EB/1342/GS/A/OCC/1/New of 13 June 2019]

To,

**M/S Jawala Real Estate Pvt. Ltd.**

**464, Senapati Bapat Marg, Lower Parel, Mumbai Textile Mill Compound, Mumbai. 400013..**

Dear Applicant/Owners,

The **Part 4** development work of **Residential** building comprising of **Wing-1,2 & 3 for + P3 podium (pt) + P4 podium (pt) + P5 podium (pt) + 43rd to 62nd upper floors.** on plot bearing C.S.No./CTS No. **464** of Division **Lower Parel** at **Senapati Bapat Marg** is completed under the supervision of Shri. **SHASHIKANT LAXMAN JADHAV**, **Licensed Surveyor**, Lic. No. **J/167/LS**, Shri. **Girish Purushotam Dravid**, **RCC Consultant**, Lic. No. **STR/D/59** and Shri. **Anil Kumar Raman**, **Site supervisor**, Lic.No. **R-202/SS-I** and as per development completion certificate submitted by architect and as per completion certificate issued by Chief Fire Officer u/no. **EB/1342/GS/A-CFO** dated **20 April 2019**.

It can be occupied with the following condition/s.

- 1) That all the balance conditions of I.O.D / amended plan approval letters shall be complied with before asking further OC.
- 2) That the remaining work shall be carried out as per approved amended plans.
- 3) That all the safety and precautionary measures to safeguard the occupants and neighborhood shall be taken while executing the remaining construction works.

**Copy To :**

1. Asstt. Commissioner, G/South
  2. A.A. & C. , G/South
  3. EE (V), City
  4. M.I. , G/South
  5. A.E.W.W. , G/South
  6. Architect, SHASHIKANT LAXMAN JADHAV, B-106, NATRAJ BLDG., MULUND (W)
- For information please

 Name : Satish Bhaskar Gite  
Designation : Executive  
Engineer  
Organization : Municipal  
Corporation of Greater Mumbai  
Date : 13-Jun-2019 16: 04:11

Yours faithfully  
Executive Engineer (Building Proposals)  
Municipal Corporation of Greater Mumbai  
G/South

MUNICIPAL CORPORATION OF GREATER MUMBAI  
APPENDIX XXII  
PART OCCUPANCY CERTIFICATE  
(EB/1342/GS/A/OCC/5/New of 27 December 2019)

To,  
M/S Lodha Developers Ltd.,  
464, Senapati Bapat Marg, Lower Panel, Mumbai Textile Mill Compound, Mumbai. 400013..

Dear Applicant/Owners,

The Part 2 development work of Residential building comprising of Part Occupation for residential building comprising of P3 podium (pt) + P4 Podium (pt) + P5 Podium (pt) + Wing-1 for 67th (pt.) & 78th (pt.) upper floors + Wing-2 for 63rd & 64th (pt.) & 78th (pt.) floors + Wing-3 for 67th & 78th (pt.) floors + Wing-4 for 72nd & 73rd (pt.) upper floors, on plot bearing C.S.No./CTS No. 464 of Division Lower Panel at Senapati Bapat Marg is completed under the supervision of Shri. SHASHIKANT LAXMAN JADHAV, Licensed Surveyor, Lic. No. 3/167/LS. Shri. Girish Purushotam David, RCC Consultant, Lic. No. STR/D/89 and Shri. SANDHEEP T. KAKAD, Site supervisor, Lic.No. R-202/SS-1 and as per development completion certificate submitted by architect and as per completion certificate issued by Chief Fire Officer u/no. EB/1342/GS/A-CFO dated 18 July 2019.

It can be occupied with the following conditions.

- 1) That all the balance conditions of I.O.D / amended plan approval letters shall be complied with before asking further OC.
- 2) That the remaining work shall be carried out as per approved amended plans.
- 3) That all the safety and precautionary measures to safeguard the occupants and neighborhood shall be taken while executing the remaining construction works.

Copy To :

1. Asstt. Commissioner, G/South
2. A.A. & C., G/South
3. EE (V), City
4. M.I., G/South
5. A.E.W.W., G/South
6. Architect, SHASHIKANT LAXMAN JADHAV, B-106, NATRAJ BLDG., MULLUND (W)

For information please

Name: JADHAV RAJENDRA ANANDRAO  
Designation: Executive Engineer  
Organization: Municipal Corporation of Greater Mumbai  
Date: 27-Dec-2019 20: 05:08

Yours faithfully  
Executive Engineer (Building Proposals)  
Municipal Corporation of Greater Mumbai  
G/South

EB/1342/GS/A/OCC/5/New

Page 1 of 1 On 27-Dec-2019

MUNICIPAL CORPORATION OF GREATER MUMBAI  
APPENDIX XXII  
PART OCCUPANCY CERTIFICATE  
(EB/1342/GS/A/OCC/1/New of 20 May 2019)

To,  
M/S Jawala Real Estate Pvt. Ltd.,  
464, Senapati Bapat Marg, Lower Panel, Mumbai Textile Mill Compound, Mumbai. 400013..

Dear Applicant/Owners,

The Part 3 development work of Residential building comprising of Wing 1, Wing 2 & Wing 3 for Basement 4 (pt) + P3 podium (pt) + P4 podium (pt) + P5 podium (pt) + 7th to 42nd upper floors on plot bearing C.S.No./CTS No. 464 of Division Lower Panel at Senapati Bapat Marg is completed under the supervision of Shri. SHASHIKANT LAXMAN JADHAV, Licensed Surveyor, Lic. No. 3/167/LS. Shri. Girish Purushotam David, RCC Consultant, Lic. No. STR/D/89 and Shri. Anil Kumar Raman, Site supervisor, Lic.No. R-202/SS-1 and as per development completion certificate submitted by architect and as per completion certificate issued by Chief Fire Officer u/no. EB/1342/GS/A-CFO dated 20 April 2019.

It can be occupied with the following condition/s.

- 1) That all the balance conditions of I.O.D / amended plan approval letters shall be complied with before asking further OC.
- 2) That the remaining work shall be carried out as per approved amended plans.
- 3) That all the safety and precautionary measures to safeguard the occupants and neighborhood shall be taken while executing the remaining construction works.

Copy To :

1. Asstt. Commissioner, G/South
2. A.A. & C., G/South
3. EE (V), City
4. M.I., G/South
5. A.E.W.W., G/South
6. Architect, SHASHIKANT LAXMAN JADHAV, B-106, NATRAJ BLDG., MULLUND (W)

For information please

Name: Satish Bhaskar Gite  
Designation: Executive Engineer  
Organization: Municipal Corporation of Greater Mumbai  
Date: 20-May-2019 16: 41:30

Yours faithfully  
Executive Engineer (Building Proposals)  
Municipal Corporation of Greater Mumbai  
G/South

EB/1342/GS/A/OCC/1/New

Page 1 of 1 On 20-May-2019

MUNICIPAL CORPORATION OF GREATER MUMBAI  
APPENDIX XXII  
PART OCCUPANCY CERTIFICATE  
(EB/1342/GS/A/OCC/1/New of 20 May 2019)

To,  
M/S Jawala Real Estate Pvt. Ltd.,  
464, Senapati Bapat Marg, Lower Panel, Mumbai Textile Mill Compound, Mumbai. 400013..

Dear Applicant/Owners,

The Part 3 development work of Residential building comprising of Wing 1, Wing 2 & Wing 3 for Basement 4 (pt) + P3 podium (pt) + P4 podium (pt) + P5 podium (pt) + 7th to 42nd upper floors on plot bearing C.S.No./CTS No. 464 of Division Lower Panel at Senapati Bapat Marg is completed under the supervision of Shri. SHASHIKANT LAXMAN JADHAV, Licensed Surveyor, Lic. No. 3/167/LS. Shri. Girish Purushotam David, RCC Consultant, Lic. No. STR/D/89 and Shri. Anil Kumar Raman, Site supervisor, Lic.No. R-202/SS-1 and as per development completion certificate submitted by architect and as per completion certificate issued by Chief Fire Officer u/no. EB/1342/GS/A-CFO dated 20 April 2019.

It can be occupied with the following condition/s.

- 1) That all the balance conditions of I.O.D / amended plan approval letters shall be complied with before asking further OC.
- 2) That the remaining work shall be carried out as per approved amended plans.
- 3) That all the safety and precautionary measures to safeguard the occupants and neighborhood shall be taken while executing the remaining construction works.

Copy To :

1. Asstt. Commissioner, G/South
2. A.A. & C., G/South
3. EE (V), City
4. M.I., G/South
5. A.E.W.W., G/South
6. Architect, SHASHIKANT LAXMAN JADHAV, B-106, NATRAJ BLDG., MULLUND (W)

For information please

Name: Satish Bhaskar Gite  
Designation: Executive Engineer  
Organization: Municipal Corporation of Greater Mumbai  
Date: 20-May-2019 16: 41:30

Yours faithfully  
Executive Engineer (Building Proposals)  
Municipal Corporation of Greater Mumbai  
G/South

EB/1342/GS/A/OCC/1/New

Page 1 of 1 On 20-May-2019

MUNICIPAL CORPORATION OF GREATER MUMBAI  
APPENDIX XXII  
PART OCCUPANCY CERTIFICATE  
(EB/1342/GS/A/OCC/1/New of 13 June 2019)

To,  
M/S Jawala Real Estate Pvt. Ltd.,  
464, Senapati Bapat Marg, Lower Panel, Mumbai Textile Mill Compound, Mumbai. 400013..

Dear Applicant/Owners,

The Part 4 development work of Residential building comprising of Wing-1.2 & 3 for + P3 podium (pt) + P4 podium (pt) + P5 podium (pt) + 43rd to 62nd upper floors, on plot bearing C.S.No./CTS No. 464 of Division Lower Panel at Senapati Bapat Marg is completed under the supervision of Shri. SHASHIKANT LAXMAN JADHAV, Licensed Surveyor, Lic. No. 3/167/LS. Shri. Girish Purushotam David, RCC Consultant, Lic. No. STR/D/89 and Shri. Anil Kumar Raman, Site supervisor, Lic.No. R-202/SS-1 and as per development completion certificate submitted by architect and as per completion certificate issued by Chief Fire Officer u/no. EB/1342/GS/A-CFO dated 20 April 2019.

It can be occupied with the following condition/s.

- 1) That all the balance conditions of I.O.D / amended plan approval letters shall be complied with before asking further OC.
- 2) That the remaining work shall be carried out as per approved amended plans.
- 3) That all the safety and precautionary measures to safeguard the occupants and neighborhood shall be taken while executing the remaining construction works.

Copy To :

1. Asstt. Commissioner, G/South
2. A.A. & C., G/South
3. EE (V), City
4. M.I., G/South
5. A.E.W.W., G/South
6. Architect, SHASHIKANT LAXMAN JADHAV, B-106, NATRAJ BLDG., MULLUND (W)

For information please

Name: Satish Bhaskar Gite  
Designation: Executive Engineer  
Organization: Municipal Corporation of Greater Mumbai  
Date: 13-Jun-2019 16: 04:11

Yours faithfully  
Executive Engineer (Building Proposals)  
Municipal Corporation of Greater Mumbai  
G/South

EB/1342/GS/A/OCC/1/New

Page 1 of 1 On 13-Jun-2019

MUNICIPAL CORPORATION OF GREATER MUMBAI  
APPENDIX XXII  
PART OCCUPANCY CERTIFICATE  
(EB/1342/GS/A/OCC/2/New of 22 July 2019)

To,  
M/S Jawala Real Estate Pvt. Ltd.,  
464, Senapati Bapat Marg, Lower Panel, Mumbai Textile Mill Compound, Mumbai. 400013..

Dear Applicant/Owners,

The Part 5 development work of Residential building comprising of 3rd to 8th podiums(pt) And Wing 1 - 63rd to 66th + 68th to 77th upper floors And wing 2 - 65th to 77th upper floors And wing 3 - 63rd to 66th + 68th to 74th + 74th upper floors on plot bearing C.S.No./CTS No. 464 of Division Lower Panel at Senapati Bapat Marg is completed under the supervision of Shri. SHASHIKANT LAXMAN JADHAV, Licensed Surveyor, Lic. No. 3/167/LS. Shri. Girish Purushotam David, RCC Consultant, Lic. No. STR/D/89 and Shri. Anil Kumar Raman, Site supervisor, Lic.No. R-202/SS-1 and as per development completion certificate submitted by architect and as per completion certificate issued by Chief Fire Officer u/no. EB/1342/GS/A-CFO dated 18 July 2019.

It can be occupied with the following condition/s.

- 1) That all the balance conditions of I.O.D / amended plan approval letters shall be complied with before asking further OC.
- 2) That the remaining work shall be carried out as per approved amended plans.
- 3) That all the safety and precautionary measures to safeguard the occupants and neighborhood shall be taken while executing the remaining construction works.

Copy To :

1. Asstt. Commissioner, G/South
2. A.A. & C., G/South
3. EE (V), City
4. M.I., G/South
5. A.E.W.W., G/South
6. Architect, SHASHIKANT LAXMAN JADHAV, B-106, NATRAJ BLDG., MULLUND (W)

For information please

Name: Satish Bhaskar Gite  
Designation: Executive Engineer  
Organization: Municipal Corporation of Greater Mumbai  
Date: 22-Jul-2019 16: 00:37

Yours faithfully  
Executive Engineer (Building Proposals)  
Municipal Corporation of Greater Mumbai  
G/South

EB/1342/GS/A/OCC/2/New

Page 1 of 1 On 22-Jul-2019

MUNICIPAL CORPORATION OF GREATER MUMBAI  
APPENDIX XXII  
PART OCCUPANCY CERTIFICATE  
(EB/1342/GS/A/OCC/3/NEW of 14 August 2019)

To,  
M/S Lodha Developers Ltd.,  
464, Senapati Bapat Marg, Lower Panel, Mumbai Textile Mill Compound, Mumbai. 400013..

Dear Applicant/Owners,

The Part 6 development work of Residential building comprising of Wing-4 for P3 podium (pt) + P4 podium (pt) + P5 podium (pt) + 7th to 22nd upper floors on plot bearing C.S.No./CTS No. 464 of Division Lower Panel at Senapati Bapat Marg is completed under the supervision of Shri. SHASHIKANT LAXMAN JADHAV, Licensed Surveyor, Lic. No. 3/167/LS. Shri. Girish Purushotam David, RCC Consultant, Lic. No. STR/D/89 and Shri. Anil Kumar Raman, Site supervisor, Lic.No. R-202/SS-1 and as per development completion certificate submitted by architect and as per completion certificate issued by Chief Fire Officer u/no. EB/1342/GS/A-CFO dated 18 July 2019.

It can be occupied with the following condition/s.

- 1) That all the balance conditions of I.O.D / amended plan approval letters shall be complied with before asking further OC.
- 2) That the remaining work shall be carried out as per approved amended plans.
- 3) That all the safety and precautionary measures to safeguard the occupants and neighborhood shall be taken while executing the remaining construction works.

Copy To :

1. Asstt. Commissioner, G/South
2. A.A. & C., G/South
3. EE (V), City
4. M.I., G/South
5. A.E.W.W., G/South
6. Architect, SHASHIKANT LAXMAN JADHAV, B-106, NATRAJ BLDG., MULLUND (W)

For information please

Name: JADHAV RAJENDRA ANANDRAO  
Designation: Executive Engineer  
Organization: Municipal Corporation of Greater Mumbai  
Date: 14-Aug-2019 16: 36:24

Yours faithfully  
Executive Engineer (Building Proposals)  
Municipal Corporation of Greater Mumbai  
G/South

EB/1342/GS/A/OCC/3/NEW

Page 1 of 1 On 14-Aug-2019

To,  
M/S Jawala Real Estate Pvt. Ltd.  
464, Senapati Bapat Marg, Lower Panel, Mumbai Textile Mill Compound, Mumbai. 400013.

Dear Applicant/Owners,

The Part 4 development work of Residential building comprising of Wing-1, 2 & 3 for + P3 podium (pt) + P4 podium (pt) + P5 podium (pt) + 43rd to 62nd upper floors, on plot bearing C.S.No./CTS No. 464 of Division Lower Panel at Senapati Bapat Marg is completed under the supervision of Shri. SHASHIKANT LAXMAN JADHAV, Licensed Surveyor, Lic. No. J/167/L5, Shri. Girish Purushotam Dravid, RCC Consultant, Lic. No. STR/D/89 and Shri. Anil Kumar Raman, Site supervisor, Lic. No. R-202/85-1 and as per development certificate submitted by architect and as per completion certificate issued by Chief Fire Officer u/no. EB/1342/GS/A-CFO dated 20 April 2019.

It can be occupied with the following conditions/

- 1) That all the balance conditions of I.O.D / amended plan approval letters shall be complied with before asking further C.O.
- 2) That the remaining work shall be carried out as per approved amended plans.
- 3) That all the safety and precautionary measures to safeguard the occupants and neighborhood shall be taken while executing the remaining construction works.

Copy To :

1. Asstt. Commissioner, G/South
  2. A.A. & C., G/South
  3. EE (V), City
  4. M.I., G/South
  5. A.E.W.W., G/South
  6. Architect, SHASHIKANT LAXMAN JADHAV, B-106, NATRAJ BLDG., MULUND (W)
- For information please

Name - Satish Bhaskar Gite  
Designation - Executive Engineer  
Organization - Municipal Corporation of Greater Mumbai  
Date - 13-Jun-2019 16: 04:11

Yours faithfully,  
Executive Engineer (Building Proposals)  
Municipal Corporation of Greater Mumbai  
G/South

To,  
M/s Loda Developers Ltd.  
464, Senapati Bapat Marg, Lower Panel, Mumbai Textile Mill Compound, Mumbai. 400013.

Dear Applicant/Owners,

The Part 7 development work of Residential building comprising of Wing-4 for Basement 4 (pt) + P3 podium (pt) + P4 podium (pt) + P5 podium (pt) + 23rd to 31st floor + 7th to 77th upper floors, on plot bearing C.S.No./CTS No. 464 of Division Lower Panel at Senapati Bapat Marg is completed under the supervision of Shri. SHASHIKANT LAXMAN JADHAV, Licensed Surveyor, Lic. No. J/167/L5, Shri. Girish Purushotam Dravid, RCC Consultant, Lic. No. STR/D/89 and Shri. SANDEEP T. KAKAD, Site supervisor, Lic. No. R/482/85-1 and as per development completion certificate submitted by architect and as per completion certificate issued by Chief Fire Officer u/no. EB/1342/GS/A-CFO dated 18 July 2019.

It can be occupied with the following condition/s.

- 1) That all the balance conditions of I.O.D / amended plan approval letters shall be complied with before asking further C.O.
- 2) That the remaining work shall be carried out as per approved amended plans.
- 3) That all the safety and precautionary measures to safeguard the occupants and neighborhood shall be taken while executing the remaining construction works.

Copy To :

1. Asstt. Commissioner, G/South
  2. A.A. & C., G/South
  3. EE (V), City
  4. M.I., G/South
  5. A.E.W.W., G/South
  6. Architect, SHASHIKANT LAXMAN JADHAV, B-106, NATRAJ BLDG., MULUND (W)
- For information please

Name - JADHAV RAJENDRA  
Designation - Executive Engineer  
Organization - Municipal Corporation of Greater Mumbai  
Date - 17-Sep-2019 20: 26:37

Yours faithfully,  
Executive Engineer (Building Proposals)  
Municipal Corporation of Greater Mumbai  
G/South

BM/1342/2019/1500/1/1

Form No. 88

in replying please quote No. and date of this letter.

Ex. Eng. Bldg. Proposal (City)  
E-Ward Municipal Office, 3rd Floor,  
10 S.K. Hattar Road, Gyculla,  
Mumbai - 400 008.

Intimation of Disapproval under Section 346 of the Mumbai Municipal Corporation Act, as amended up to date.

No. EB/1342/GS/A/BS/A of 2005-2006

MEMORANDUM

M/s. Jawala Real Estate Pvt. Ltd.,  
No. 13, 8th Floor, 'B' Wing,  
Trade Tower, Kamala Mills,  
Senapati Bapat Marg,  
Mumbai - 400 013.

Municipal Office,  
Mumbai 24/11/2006

With reference to your Notice, letter No. 1501 dated 26.9.2005 and delivered on 26.9.2005 and the plans, Section Specifications and Description and further particulars and details of your buildings at C.S.No. 464, 4/464, Lower Panel Div. Senapati Bapat Marg, Mumbai-13. In reply to your letter dated 26.9.2005, I have to inform you that I cannot approve of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you under Section 346 of the Bombay Municipal Corporation Act as amended up-to-date, my disapproval thereof on account of the following reasons:-

**AT THAT THE FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE COMMENCEMENT OF THE WORK UP TO FINISH LEVEL.**

1. That the commencement certificate under Section 44(6)(1)(a) of the M.R.T.P. Act will not be obtained before starting the proposed work.
2. That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drains without obstructing the flow of rain water from the adjoining holding to cross possession of holding before starting the work as per D.C. Regulation No. 38(2)(1).
3. That the low lying plot will not be filled up to a reduced level of at least 92 T.M.D or 6' above adjoining road level whichever is higher with masonry earth boulders etc. and will not be levelled, rolled, consolidated and sloped towards road side, before starting the work.
4. That the specifications for layout of the access roads, development of softland and will not be obtained from E.E. Road (Construction) City before starting the construction work and the access and set back limit will not be developed accordingly including providing street lights and S.W.E. the completion certificate will not be obtained from E.E. (P.D.) E.E. (S.W.D.) of City before submitting Building Completion Certificate.
5. That the structural engineer will not be appointed. Supervision memo as per Appendix (a) Regulation 5(9) (a) will not be submitted by him.

Contd... 2(a) -

2(a)  
No. EB/1342/GS/A/BS/A of 2005-2006  
Special Instructions:  
Contd...

- 1) That the intimation of disapproval (D.O.) is at the risk and cost of the applicant and subject to the provisions mentioned in the intimation and 14.12.2005 passed by the Supreme Court at S.L.P. No. 2240 (M.C. Act). No copy of the same is enclosed herewith.
- 2) Contd... (a)
- 3) That the structural design and calculation for the proposed work according to seismic analysis as per relevant F.S. Code and for existing building showing adequacy thereof to take up additional load will not be submitted before C.C.
- 4) That the regular sanctioned proposed lines and easements will not be got sanctioned at site through A.E. (Survey) E.E. (R.C.) E.E. (P.M.) U.D.L.R. before applying for C.C.
- 5) That the sanitary arrangements shall not be carried out as per Municipal Specifications, and drainage layout will not be submitted before C.C.
- 6) That the registered undertaking and additional copy of plan shall not be submitted for agreeing to hand-over the subsoil load free of compensation and that the setback/holding over certificate will not be obtained from Ward Officer and that the ownership of the setback land will not be transferred in the name of M.C.M. before C.C.
- 7) That the indemnity bond indemnifying the Corporation for damages, risks, accidents to the occupants and an undertaking regarding no nuisance will not be submitted before C.C. before the work.
- 8) That the remaining structure proposed to be demolished will not be demolished if necessary. Please Programme with agreement will not be submitted and got approved before C.C.
- 9) That the requirements of A.O.C. of C.F.O. will not be obtained & the requisitions if any will not be complied with before occupation certificate / A.O.C.
- 10) That the qualified/registered Site supervisor through A.O.C./Structural Engineer will not be appointed before applying for C.C.
- 11) That extra water and sewerage charges will not be paid to A.E.W.W. G/South Ward before C.C.
- 12) That for Regs. Undertaking from the owners to N.T.C. as well as M/s. Jawala Real Estate Pvt. Ltd. for taking compliance of the orders passed by Hon'ble High Court at P.N. bearing 161/02 of 2005 and orders passed by Hon'ble Supreme Court dated 15.12.2005 in S.L.P. No. 2240 (M.C. Act) as well as that order that may be passed by Supreme Court.
- 13) That the pre-conditions as follows shall not be paid:  
a. Development charges as per S.R. & T.P. (amendment) Act, 1990  
b. Sewerage charges  
c. Payment is obtained for providing facilities of construction like to sewerage systems, no design, material etc. to sewerage charges to G/South Ward

That proper gullies and down pipes are not intended to be put to prevent water dripping from the roof on the public street.

That the drainage work generally is not intended to be executed in accordance with the Municipal requirements.

Subject to your modifying your intention as to obviate the before mentioned objections and meet by requirements, but otherwise you will be at liberty to proceed with the said building or work at anytime before the 20th day of JANUARY 2006 but not so as to contravene any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time in force.

Your attention is drawn to the Special Instructions and Note accompanying this Intimation of Disapproval.

Executive Engineer, Building Proposals,  
Municipal Corporation of Greater Mumbai,  
G/South

**SPECIAL INSTRUCTIONS**

- (1) THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.
- (2) Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Mumbai has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.
- (3) Proposed date of commencement of work should be communicated as per requirements of Section 347(1)(a) of the Bombay Municipal Corporation Act.
- (4) One more copy of the block plan should be submitted for the Collector, Mumbai Suburban District.
- (5) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector, Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be paid at the rate that may be fixed by the Collector, under the Land Revenue Code and Rules the founder.
- Attention is drawn to the notes accompanying this Intimation of Disapproval.
17. That the registered undertaking in prescribed proforma agreeing to demolish the excess area if constructed beyond permissible F.S.I. shall be submitted before applying for C.C.
18. That the work will not be carried out strictly as per approved plan and in conformity with the F.I. Regulations in force.
19. That the N.O.C. from T.V. authority shall not be submitted before applying for plan C.C.
20. That the registered undertaking shall not be submitted for agreeing to pay the difference in premium paid and calculated as per revised land rates.
21. That the Janata insurance policy or policy to cover the compensation claims arising out of Workmen's Compensation Act 1923 will not be taken out and a copy of the same will not be submitted before taking C.C. and renewed during the construction of work.
22. That the N.O.C. from D.E.S.T. for job-station shall not be submitted.
23. That the fresh Tax Clearance Certificate from A.A. & C./G/South Ward shall not be submitted.
24. That the Heritage Notice shall not be submitted and when directed by the High Court in the writ petition 1062 of 2005.
25. That the foundation in front of plot shall not be repaired/retained since a year or before occupation whichever is earlier.
26. That the indemnity bond indemnifying M.C.M. against disputes, litigation, claims, arising out of occupation of plot shall not be submitted.
27. That the U.L.C. official and signed UFT for U.L.C. shall not be submitted.
28. That the memo from H.E. Department shall not be submitted.
29. That the debris shall not be dumped on the Municipal grounds only.
30. That the board displaying the details of development of the work shall not be displayed at site.
31. That the consents from E.E.(S.W.D.) for proposed S.W.D. shall not be submitted before C.C.
32. That the N.O.C. from Dy.Ch.E.(S.P.) P&I for proposed sewer line and the S.I.P in 2nd basement area shall not be submitted before C.C.
33. That the plot boundary shall not be got demarcated from C.S.L.R. and demarcation certificate shall not be submitted to this office.
34. That the returnable fee for the deposit of soil works as per design and specifications of organization as regulated, specified in the field as per the furnished by Urban Waste Management of M.C.M. shall not be provided.
35. That the copy of floor card of the applicant shall not be submitted with requisite plan.





**MUNICIPAL CORPORATION OF GREATER MUMBAI**  
**FORM 'A'**  
**MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966**  
 No EB/1342/GS/A/FCC/1/Amend  
**COMMENCEMENT CERTIFICATE**

To,  
 M/S Jawala Real Estate Pvt. Ltd.  
 464, Senapati Bapat Marg, Lower Parel, Mumbai  
 Textile Mill Compound, Mumbai. 400013.

Sir,  
 With reference to your application No. EB/1342/GS/A/FCC/1/Amend Dated. 11 Feb 2019 for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated 11 Feb 2019 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. - C.T.S. No. 464 Division / Village / Town Planning Scheme No. Lower Parel situated at **Senapati Bapat Marg Road / Street in G/South Ward**.

The Commencement Certificate / Building Permit is granted on the following conditions--

1. The land vacated on consequence of the endorsement of the setback line/ road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if -
  - a. The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
  - b. Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
  - c. The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.
7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri. **Asst.Eng.(BP)City VI G/South (Rajendra Anandrao Jadhav)** Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

Issue On : 01 Aug 2018 Valid Upto : 23 Jan 2019

Application Number : EB/1342/GS/ACC/1/Old

Remark :

Approved

Approved By

EE

Executive Engineer

Issue On : 11 Feb 2019 Valid Upto : 23 Jan 2020

Application Number : EB/1342/GS/AFCC/1/Old

Remark :

This CC is further extended for the full work of Town Hall number 6 to 12, as per last approved plan dated 05.12.2018.

Approved By

AE

Assistant Engineer (BP)

Issue On : 23 Apr 2019 Valid Upto : 23 Jan 2020

Application Number : EB/1342/GS/A/FCC/1/Amend

Remark :

This C.C. is further extended for a) Wing-5 from 64th to 66th top of habitable floor & Core CC for staircase, lift, and lobby area upto 71st floor & b) Wing-6 upto top of 8th habitable floor as per approved amended plan dated 11.04.2019.

Name: JADHAV RAJENDRA ANANDRAO  
 Designation: Assistant Engineer  
 Organization: Municipal Corporation of Greater Mumbai  
 Date: 23-Apr-2019 11:15:18

For and on behalf of Local Authority  
 Municipal Corporation of Greater Mumbai

Assistant Engineer - Building Proposal

CC to :

1. Architect
2. Collector Mumbai Suburban (Mumbai District)

City G/South Ward

70

**Government of Maharashtra**

SEAC 2013/CR14/TC-1  
 Environment department,  
 Room No. 217, 2<sup>nd</sup> floor,  
 Mantralaya Annex,  
 Mumbai 400 032  
 Date: 29<sup>th</sup> April, 2013

To,  
 M/s. Jawala Real Estate Pvt. Ltd.  
 Latha Excelis, N.M. Joshi  
 Marg, Mahalaxmi,  
 Mumbai-400 011.

**Subject: Environmental clearance for proposed expansion of residential and Commercial development with MCGM car Parking on plot bearing C.S. No 464, Senapati Bapat Marg, Lower parel, Division Mumbai M/s Jawala Real Estate Pvt. Ltd - Environmental clearance regarding.**

Sir,

This has reference to your communication on the above mentioned subject. The proposal was considered as per the EIA Notification - 2006, by the State Level Expert Appraisal Committee-II, Maharashtra in its 10<sup>th</sup> meeting, decided to recommend the project for prior environmental clearance to SEIAA. Information submitted by you has been considered by State Level Environment Impact Assessment Authority in its 58<sup>th</sup> Meeting.

2. It is noted that the proposal is for grant of Environmental Clearance for proposed expansion of residential and Commercial development with MCGM car Parking on plot bearing C.S. No 464, Senapati Bapat Marg, Lower parel, Division Mumbai. SEAC considered the project under screening category 8(a) B2 as per EIA Notification 2006.

**Brief information of the project submitted by Project Proponent is as:**

Name of Project	Proposed Expansion of Residential cum commercial Project with MCGM parking lot at Lower Parel
Name of Proponent	M/s. Jawala Real Estate Pvt. Ltd.
Type of project:	Residential cum commercial Project with MCGM Parking Lot
Location of the project	Plot Bearing C.S.No.464, Senapati Bapat Marg, Lower Parel Division Mumbai
Total Plot Area	69,803.47 m <sup>2</sup>
Deductions	4119.67 m <sup>2</sup>
Net plot area	65683.80 m <sup>2</sup>
Permissible FSI (including TDR etc.)	2,10,028.31 m <sup>2</sup>

*[Signature]*

Proposed Built-up Area (FSI & Non-FSI)	FSI Area	2,10,028.31 m <sup>2</sup>	
	Non FSI Area	7,51,041.69 m <sup>2</sup>	
	Total Built up Area	9,61,070 m <sup>2</sup>	
Ground coverage percentage		56 %	
Estimated cost of the project		Rs.4476 Crores	
No. of Buildings & its configuration	Residential buildings- 3 Nos (6 wings), with 4 basements (4 <sup>th</sup> part) + G + 6 podiums		
	Bldg A (Wings 1 & 2):	7 <sup>th</sup> to 78 <sup>th</sup> floor	
	Bldg B (Wing 3 and 4):	7 <sup>th</sup> to 78 <sup>th</sup> floor	
	Bldg C (Wing 5 and 6)	7 <sup>th</sup> to 78 <sup>th</sup> floor	
	Row Houses	G+2 on 7 <sup>th</sup> Level	
	Bungalows	23 Nos. (1 B + Gr. + 2 up)	
	Convenience Shopping	7Nos. (G + 1)	
Number of tenants and shops	Public Parking	3 B+G+PI+P2	
	As per EC Received dated 05.09.2011	Proposed	TOTAL AFTER EXPANSION
		Flats: 1728	
		Convenience Shopping: 7 Nos	2837
Number of expected residents / users		16468 Nos.	
Tenant density per hecter		411 Nos.	
Height of the building(s)		268 m	
Right of way		The project site is accessed by 30.48 S. B Road and 24.38 m Wide Pandurang Budhkar Marg	
Turning radius		Minimum 9 m radius	
Total Water requirement	Dry Season		
	Fresh water (CMD)	1288	
	Source	MCGM	
	Recycled Water (CMD)	889	
	Total water requirement (CMD)	2193	
	Swimming pool make up (cum)	16 by tanker	
	Fire fighting (cum)	As per CFO NOC	

*[Signature]*

Water Season	Fresh water (CMD)	1030
	Source	MCGM
	Recycled Water (CMD)	689
	Total water requirement (CMD)	2193
	Swimming pool make up (cum)	16 by tanker
	Fire fighting (cum)	As per CFO NOC
Rain Water Harvesting (RWH)	Level of ground water table	2.5 to 3.0 m
	Size and No. of RWH tanks and quantity	One Tank of 724 m <sup>3</sup> capacity
	Location of RWH tank	In basement
	Size and no. of recharge pits and quantity	28 Nos, Recharge Pit with bore well 2.5 Mt. x 2.5 Mt. x 3 Mt.
	Budgetary allocation	Capital Cost: 162.7 Lakh O & M Cost: 3 Lakh
UG Tanks	Location of UG tank	In basement
	Storm Water Drainage	Natural water drainage pattern Towards east side
	Quantity of storm water	2072 m <sup>3</sup> /hr
Sewage and waste water	Size of SWD	450 mm wide internal SWD. 2nos. of 500 mm dia
	Sewage generation (CMD)	1800 KLD
	STP Technology	MBR Technology
	Capacity of STP (CMD)	1800 m <sup>3</sup>
	Location of the STP	In podium (P0)
	DG sets (during emergency)	DG sets will be provided as alternate supply for essential services such as STP, Fire Fighting, Lift etc.
	DG set:-	10 nos 1250kVA 1 nos 500kVA TOTAL DG SET CAPACITY: 13000 kVA
	Budgetary allocation: Capital Cost:	297 Lakh O & M Cost: 56.4 Lakh
Solid waste management	Waste generation in the pre construction and construction phase	
	Waste generation	200kg/day (Domestic)

*[Signature]*

	Disposal of the construction way debris	Solid Waste)	1000 m <sup>3</sup>
	Waste generation in the Operation phase		
	Dry Waste (kg/d)		4529.4 kg/day
	Wet Waste (kg/d)		3019.6 kg/day
	STP Sludge (dry sludge) (kg/d)		364 kg/day
	Mode of Disposal of Waste		
	Dry Waste : Dry garbage will be segregated & disposed off to recyclers		
	Wet Waste : Wet garbage will be composted using Mechanical Composting Technology and used as organic manure for landscaping.		
	STP Sludge (dry sludge): Sludge use as manure for gardening		
	Area requirement		
	Location and total area provided for the storage and treatment of the solid waste : On ground. Area provided: 200 m <sup>2</sup>		
	Budgetary allocation		
	Capital Cost:	42.6 Lakh	O & M Cost: 6.4 Lakh
Green Belt Development	Total RG Area	36,646	
	RG area under green belt	36646 m <sup>2</sup>	
	RG on ground	17877	
	RG on Podium	18769 m <sup>2</sup>	
	Number and list of trees species to be planted in the ground RG : Proposed Trees: 924 Nos.		
	Number, size, age and species of trees to be cut, trees to be transplanted (AS PER OLD EC)		
	Trees to be cut: 177 Nos		
	Trees to be transplanted: 26		
	Trees to be retained: 42		
	Proposed		
	Trees to be cut: 177 Nos		
	Trees to be transplanted: 26		
	Trees to be retained: 42		
	Budgetary allocation		
	Capital Cost:	246.4 Lakh	O & M Cost: 39.2 Lakh
Energy	Power supply		
	Maximum demand	39.8 MW	
	Connect load	93.26 MW	
	Source	TATA POWER	
	Energy saving by non-conventional method		

*Sharma*

Energy saving measures:

- Energy efficient fluorescent tube lights & CFL lamps which give approx. 30% more light output for the same watts consumed and therefore require less nos. of fixtures and corresponding lower point wiring costs. The life of T5 tubes is 2.5 to 3 times that of conventional tubes and hence the cost of replacement is quite less and hence rate of disposal of tubes reduced drastically.
- All fluorescent light fixtures will be specified to incorporate electronic ballast with THD less than 5% which have less watt-loss compared to electromagnetic ballast and result in superior operating power factor. Electronic chokes also improve the life of the fluorescent lamps.
- The UPS will be specified with high input power factor (close to unity) so that input KVA is restricted.
- UPS system is proposed with harmonic distortion restricted to less than 5% compared to far greater than 10% in many conventional UPS systems.
- Bus bars in all distribution panels are specified as copper bus-bars upto 150A to reduce losses and improve reliability.
- Copper conductor cables will be specified for sizes up to 16 sq mm, this will reduce losses and improve reliability.
- All cables will be de-rated to avoid heating during use. This also indirectly reduces losses and improves reliability.
- Power cable shall be used with XLPE insulation which can be operated at 90degC instead of PVC insulated cable at 70degC. Hence, improves reliability in the system.
- Variable frequency drives will be incorporated on motor feeders which will save considerable energy.
- Power factor of the complete electrical system will be maintained close to unity. This will reduce electrical power distribution losses in the installation.
- An APFC relay based on thyristor switching will be proposed to effect the power factor correction / improvement within a few cycles of deviation from the setpoint & also to reduce inrush currents.
- Solar operated pole lights will be proposed to power pathway lights at some strategic locations.
- Top five floors of tower shall be provided with solar water heating for flats.
- Occupancy Presence sensors & day-light sensors will be provided in the common areas & toilet inside flats.
- General lighting shall be through energy efficient fluorescent lamps and illumination levels shall be generally in line with National Building Code.
- 10% of common area / staircase / basement parking corridor lights shall be designated as emergency lights and shall be connected to individual inverters for uninterrupted illumination. Which shall be further backed up by DG set.
- All WCs shall have dual flush cistern rather than single flush type & flush valve combination which will reduce consumption of water significantly.
- All common area and club houses, low flow plumbing fixture shall be installed to conserve the water. For the residents, guide lines shall be given to use the efficient plumbing fixtures to conserve the water.
- The water supply to the tower is by gravity with booster pumps for the top floors so that recycled water can be used after the tertiary treatment for flushing, irrigation purposes as applicable.
- The glasses for windows shall be used of low heat transfer coefficient (U) value.

*Sharma*

Drip irrigation shall be used for the purpose of water horticulture to reduce the wastage of water.

Residential Flats are proposed to be installed with energy efficient split units instead of conventional Window units to reduce the saving in power significantly. The necessary guidelines shall be issued to the tenants as applicable.

The building is designed to have natural ventilation in lift lobby which saves the energy required for mechanical ventilation.

The Energy savings is listed as follows:-

S. No.	Description	Units saved / Year	Energy Cost saved / Year @ Rs 9/unit
1	Solar lighting	32,850.00	2,95,650.00
2	Energy efficient T5 light (Basement)	2,48,089.51	22,32,805.56
3	Energy efficient T5 light (Podium)	11,38,340.9	1,02,45,068.07
4	Solar hot water system	1,82,500.00	16,42,500.00
	TOTAL	1,601,780.4	14,416,023.6

Compliance of the ECBC guidelines : Yes

Budgetary allocation: Capital Cost: 229.3 Lakh O & M Cost: 8.6 Lakh

DG set

Number and capacity of the DG sets to be used :  
10 x 1250 kVA  
1 x 500 kVA  
TOTAL DG SET CAPACITY: 13000 kVA

Type of fuel used Diesel

*Sharma*

SL NO	Parameter	Total set up cost (in lakhs)	Operational and maintenance cost per yr (in lakhs/yr)
1	STP Cost	297.0	56.4
2	Rain Water Harvesting	80.0	2.5

S. No.	Description	Units saved / Year	Energy Cost saved / Year @ Rs 9/unit
3	Rain Water harvesting Tank	82.7	0.5
4	Environmental Monitoring	MoEF approved agency for monitoring	8.5
5	Solar Energy - Lights	173.0	7.5
6	Solar Energy - Water Heating	54.3	1.1
7	Gardening	246.4	39.2
8	Solid Waste Management	42.6	6.4
	Total Cost	977.9	122.1

O & M cost (please ensure manpower and other details): 26 lacs

Quantum and generation of corpus fund and commitment Not Applicable as facility is operated by us.

Responsibility for further O & M: All facilities will be leased & entire complex will be maintained by us.

Traffic Management: Nos. of the junction to the main road & design of confluence

Parking details	Number & area of basement	3 Basement, 4 <sup>th</sup> Part Area: 176753 m <sup>2</sup>
	Number & area of podium	6 Podiums Area: 235998 m <sup>2</sup>
	Total Parking Area	GCP Parking area: 244922 m <sup>2</sup> Project Parking Area: 185440 m <sup>2</sup>
	Area per car	
	2-Wheeler	
	4-Wheeler	Project Parking: 6218 Nos GCP Parking Cars: 4328 Nos Buses: 237 Nos

Total Water requirement	Dry Season	
	Fresh water (CMD)	27
	Source	MCGM
	Recycled Water (CMD)	18
	Total water requirement (CMD)	39
	Fire fighting (cum)	Residential: 200 m <sup>3</sup> GCP: 30 m <sup>3</sup>
	Wet Season	
	Fresh water (CMD)	27
	Source	MCGM
	Recycled Water (CMD)	13

*Sharma*

SL NO	Parameter	Total set up cost (in lakhs)	Operational and maintenance cost per yr (in lakhs/yr)
1	STP Cost	297.0	56.4
2	Rain Water Harvesting	80.0	2.5

Environment Management Plan Budgetary Allocation

Construction phase (with break-up)

O & M COST OF EMP DURING OPERATION PHASE

Environment Management Plan Budgetary Allocation

Construction phase (with break-up)

O & M COST OF EMP DURING OPERATION PHASE

SL NO Parameter Total set up cost (in lakhs) Operational and maintenance cost per yr (in lakhs/yr)

1 STP Cost 297.0 56.4

2 Rain Water Harvesting 80.0 2.5

*Sharma*

SL NO	Parameter	Total set up cost (in lakhs)	Operational and maintenance cost per yr (in lakhs/yr)
1	STP Cost	297.0	56.4
2	Rain Water Harvesting	80.0	2.5

Environment Management Plan Budgetary Allocation

Construction phase (with break-up)

O & M COST OF EMP DURING OPERATION PHASE

SL NO Parameter Total set up cost (in lakhs) Operational and maintenance cost per yr (in lakhs/yr)

1 STP Cost 297.0 56.4

2 Rain Water Harvesting 80.0 2.5

*Sharma*

	Solid Waste Composting plant	4.0	2.0
	Landscape	20.0	3.0
	Total Cost	57.75	10.3
Traffic Management			
Parking details			
Number & area of basements: 3 basement, Area: 6387 m <sup>2</sup> (services & ancillary: 1305 m <sup>2</sup> ; balance parking)			
Number & area of podium: Ground + 4 podiums for GCP and One podium for captive Parking Podium area: 9878 m <sup>2</sup> (services & ancillary: 2906 m <sup>2</sup> ; balance parking)			
Total Parking Area		11854 m <sup>2</sup>	
Area per car		24.75 m <sup>2</sup>	
4-Wheeler: GCP: 204 Nos. Residential: 275 Nos.			

3. The proposal has been considered by SEIAA in its 58<sup>th</sup> meeting decided to accord environmental clearance to the said project under the provisions of Environment Impact Assessment Notification, 2006 subject to implementation of the following terms and conditions :-

- This environmental clearance is issued subject to land use verification. Local authority / planning authority should ensure this with respect to Rules, Regulations, Notifications, Government Resolutions, Circulars, etc. issued if any. This environmental clearance issued with respect to the environmental consideration and it does not mean that State Level Impact Assessment Authority (SEIAA) approved the proposed land use.
- The height, Construction built up area of proposed construction shall be in accordance with the existing FSI/FAR norms of the urban local body & it should ensure the same along with survey number before approving layout plan & before according commencement certificate to proposed work. Plan approving authority should also ensure the zoning permissibility for the proposed project as per the approved development plan of the area.
- "Consent for Establishment" shall be obtained from Maharashtra Pollution Control Board under Air and Water Act and a copy shall be submitted to the Environment department before start of any construction work at the site.
- All required sanitary and hygienic measures should be in place before starting construction activities and to be maintained throughout the construction phase.
- Project proponent shall ensure completion of STP, MSW disposal facility, green belt allotment prior to occupation of the building. No physical occupation or allotment will be given unless all above said environmental infrastructure is installed and made functional including water treatment in Para 2. Prior certification from appropriate authority shall be obtained.
- Provision shall be made for the housing of construction labour within the site with all necessary infrastructure and facilities such as fuel for cooking, mobile toilets, mobile STP, safe drinking water, medical health care, canteen and First Aid Room etc.
- Adequate drinking water and sanitary facilities should be provided for construction workers at the site. Provision should be made for mobile toilets. The safe disposal of

-10-

- wastewater and solid wastes generated during the construction phase should be treated.
- The solid waste generated should be properly collected and segregated. dry/finer solid waste should be disposed off to the approved sites for land filling after recovering recyclable material.
- Wet garbage should be treated by Organic Waste Converter and treated waste (manure) should be utilized in the existing premises for gardening. And, no wet garbage will be disposed outside the premises. Local authority should ensure this.
- Arrangement shall be made that waste water and storm water do not get mixed.
- All the topsoil excavated during construction activities should be stored for use in horticulture / landscape development within the project site.
- Additional soil for leveling of the proposed site shall be generated within the sites (to the extent possible) so that natural drainage system of the area is protected and improved.
- Green Belt Development shall be carried out considering CPCB guidelines including selection of plant species and in consultation with the local DFO/Agriculture Dept.
- Disposal of muck during construction phase should not create any adverse effect on the neighboring communities and be disposed taking the necessary precautions for general safety and health aspects of people, only in approved sites with the approval of competent authority.
- Soil and ground water samples will be tested to ascertain that there is no threat to ground water quality by leaching of heavy metals and other toxic contaminants.
- Construction spoils, including bituminous material and other hazardous materials must not be allowed to contaminate watercourses and the dumpsites for such material must be secured so that they should not leach into the ground water.
- Any hazardous waste generated during construction phase should be disposed off as per applicable rules and norms with necessary approvals of the Maharashtra Pollution Control Board.
- The diesel generator sets to be used during construction phase should be low sulphur diesel type and should conform to Environment (Protection) Rules prescribed for air and noise emission standards.
- The diesel required for operating DG sets shall be stored in underground tanks and if required, clearance from concerned authority shall be taken.
- Vehicles hired for bringing construction material to the site should be in good condition and should have a pollution check certificate and should conform to applicable air and noise emission standards and should be operated only during non-peak hours.
- Ambient noise levels should conform to residential standards both during day and night. Incremental pollution loads on the ambient air and noise quality should be closely monitored during construction phase. Adequate measures should be made to reduce ambient air and noise level during construction phase, so as to conform to the stipulated standards by CPCB/MPCB.
- Ply ash should be used as building material in the construction as per the provisions of Fly Ash Notification of September 1999 and amended as on 27th August, 2003. (The above condition is applicable only if the project site is located within the 100Km of Thermal Power Stations).
- Ready mixed concrete must be used in building construction.
- The approval of competent authority shall be obtained for structural safety of the buildings due to any possible earthquake, adequacy of fire fighting equipments etc. as per National Building Code including measures from lightning.
- Storm water control and its re-use as per CGWB and BIS standards for various applications.

-11-

- Water demand during construction should be reduced by use of pre-mixed concrete, curing agents and other best practices referred.
- The ground water level and its quality should be monitored regularly in consultation with Ground Water Authority.
- The installation of the Sewage Treatment Plant (STP) should be certified by an independent expert and a report in this regard should be submitted to the Ministry before the project is commissioned for operation. Discharge of this unused treated effluent, if any should be discharge in the sewer line. Treated effluent emanating from STP shall be recycled/reused to the maximum extent possible. Discharge of this unused treated effluent, if any should be discharge in the sewer line. Treatment of 100% gray water by decentralized treatment should be done. Necessary measures should be made to mitigate the odour problem from STP.
- Local body should ensure that no occupation certification is issued prior to operation of STP/MSW site etc. with due permission of MPCB.
- Permission to draw ground water shall be obtained from the competent Authority prior to construction/operation of the project.
- Separation of gray and black water should be done by the use of dual plumbing line for separation of gray and black water.
- Fixtures for showers, toilet flushing and drinking should be of low flow either by use of aerators or pressure reducing devices or sensor based control.
- Use of glass may be reduced up to 40% to reduce the electricity consumption and load on air conditioning. If necessary, use high quality double glass with special reflective coating in windows.
- Roof should meet prescriptive requirement as per Energy Conservation Building Code by using appropriate thermal insulation material to fulfill requirement.
- Energy conservation measures like installation of CFLs / TFLs for the lighting the areas outside the building should be integral part of the project design and should be in place before project commissioning. Use CFLs and TFLs should be properly collected and disposed off/ sent for recycling as per the prevailing guidelines/rules of the regulatory authority to avoid mercury contamination. Use of solar panels may be done to the extent possible like installing solar street lights, common solar water heaters system. Project proponent should install, after checking feasibility, solar plus hybrid non conventional energy source as source of energy.
- Diesel power generating sets proposed as source of back up power for elevators and common area illumination during operation phase should be of enclosed type and conform to rules made under the Environment (Protection) Act, 1986. The height of stack of DG sets should be equal to the height needed for the combined capacity of all proposed DG sets. Use low sulphur diesel. The location of the DG sets may be decided with in consultation with Maharashtra Pollution Control Board.
- Noise should be controlled to ensure that it does not exceed the prescribed standards. During nighttime the noise levels measured at the boundary of the building shall be restricted to the permissible levels to comply with the prevalent regulations.
- Traffic congestion near the entry and exit points from the roads adjoining the proposed project site must be avoided. Parking should be fully internalized and no public space should be utilized.
- Opaque wall should meet prescriptive requirement as per Energy Conservation Building Code, which is proposed to be mandatory for all air-conditioned spaces while it is aspirational for non-air-conditioned spaces by use of appropriate thermal insulation material to fulfill requirement.
- The building should have adequate distance between them to allow movement of fresh air and passage of natural light, air and ventilation.

-12-

- Regular supervision of the above and other measures for monitoring should be in place all through the construction phase, so as to avoid disturbance to the surroundings.
  - Under the provisions of Environment (Protection) Act, 1986, legal action shall be initiated against the project proponent if it was found that construction of the project has been started without obtaining environmental clearance.
  - Six monthly monitoring reports should be submitted to the Department and MPCB.
  - A complete set of all the documents submitted to Department should be forwarded to the MPCB.
  - In the case of any change(s) in the scope of the project, the project would require a fresh appraisal by this Department.
  - A separate environment management cell with qualified staff shall be set up for implementation of the stipulated environmental safeguards.
  - Separate funds shall be allocated for implementation of environmental protection measures/EMP along with item-wise break-up. These cost shall be included as part of the project cost. The funds earmarked for the environment protection measures shall not be diverted for other purposes and year-wise expenditure should reported to the MPCB & this department.
  - The project management shall advertise at least in two local newspapers widely circulated in the region around the project, one of which shall be in the Marathi language of the local concerned within seven days of issue of this letter, informing that the project has been accorded environmental clearance and copies of clearance letter are available with the Maharashtra Pollution Control Board and may also be seen at Website at <http://ec.maharashtra.gov.in>.
  - Project management should submit half yearly compliance reports in respect of the stipulated prior environment clearance terms and conditions in hard & soft copies to the MPCB & this department, on 1<sup>st</sup> June & 1<sup>st</sup> December of each calendar year.
- A copy of the clearance letter shall be sent by proponent to the concerned Municipal Corporation and the local NGO, if any, from whom suggestions/representations, if any, were received while processing the proposal. The clearance letter shall also be put on the website of the Company by the proponent.
  - The proponent shall upload the status of compliance of the stipulated EC conditions, including results of monitored data on their website and shall update the same periodically. It shall simultaneously be sent to the Regional Office of MoEF, the respective Zonal Office of CPCB and the SPCB. The criteria pollutant levels namely; SPM, RSPM, SO<sub>2</sub>, NO<sub>x</sub> (ambient levels as well as stack emissions) or critical receptor parameters, indicated for the project shall be monitored and displayed at a convenient location near the main gate of the company in the public domain.
  - The project proponent shall also submit six monthly reports on the status of compliance of the stipulated EC conditions including results of monitored data (both in hard copies as well as by e-mail) to the respective Regional Office of MoEF, the respective Zonal Office of CPCB and the SPCB.
  - The environmental statement for each financial year ending 31<sup>st</sup> March in Form-V as is mandated to be submitted by the project proponent to the concerned State Pollution Control Board as prescribed under the Environment (Protection) Rules, 1986, as amended subsequently, shall also be put on the website of the company along with the status of compliance of EC conditions and shall also be sent to the respective Regional Offices of MoEF by e-mail.

-13-

- The environmental clearance is being issued without prejudice to the action initiated under EP Act or any court case pending in the court of law and it does not mean that project proponent has not violated any environmental laws in the past and whatever decision under EP Act or of the Hon'ble court will be binding on the project proponent. Hence this clearance does not give immunity to the project proponent in the case filed against him, if any or action initiated under EP Act.
- In case of submission of false document and non compliance of stipulated conditions, Authority Environment Department will revoke or suspend the Environmental Clearance without any intimation and initiate appropriate legal action under Environmental Protection Act, 1986.
- The Environment department reserves the right to add any stringent condition or to revoke the clearance if conditions stipulated are not implemented to the satisfaction of the department or for that matter, for any other administrative reason.
- Validity of Environment Clearance: The environmental clearance accorded shall be valid for a period of 5 years.
- In case of any deviation or alteration in the project proposed from those submitted to this department for clearance, a fresh reference should be made to the department to assess the adequacy of the condition(s) imposed and to incorporate additional environmental protection measures required, if any.
- The above stipulations would be enforced among others under the Water (Prevention and Control of Pollution) Act, 1974, the Air (Prevention and Control of Pollution) Act, 1981, the Environment (Protection) Act, 1986 and rules there under, Hazardous Wastes (Management and Handling) Rules, 1989 and its amendments, the public Liability Insurance Act, 1991 and its amendments.
- Any appeal against this environmental clearance shall lie with the National Green Tribunal, Van Vigyan Bhawan, Sec-5, R.K. Puram, New Delhi - 110 022, if preferred, within 30 days as prescribed under Section 16 of the National Green Tribunal Act, 2010.

(Vijay R. Nair)  
Secretary, Environment  
Department & MS, SEIAA

Copy to:

- Shri. P.M.A. Hakeem, IAS (Retd.), Chairman, SEIAA, 'Jugnu' Kottaram Road, Calicut- 673 006 Kerala.
- Shri. Ravi Bhushan Budhiraja, Chairman, SEAC-II, 5-South, Diwara Apartment, Coopersage, M.K.Road, Mumbai 400021
- Additional Secretary, MOEF, 'Paryavaran Bhawan' CGO Complex, Lodhi Road, New Delhi - 110510.

-14-

- Member Secretary, Maharashtra Pollution Control Board, with request to display a copy of the clearance.
- The CCF, Regional Office, Ministry of Environment and Forest (Regional Office, Western Region, Kendriya Paryavaran Bhawan, Link Road No-3, E-5, Ravi-Shankar Nagar, Bhopal- 462 016), (MP).
- Regional Office, MPCB, Mumbai.
- Collector, Mumbai.
- Municipal Commissioner, Municipal Corporation of Greater Mumbai, Mumbai
- Chief Engineer (DP), Municipal Corporation of Greater Mumbai, Mahapalika marg, Mumbai.
- IA- Division, Monitoring Cell, MoEF, Paryavaran Bhawan, CGO Complex, Lodhi Road, New Delhi- 110003.
- Select file (TC-3).

-15-

From :  
Executive Engineer Bldg. Proposal (City-I)  
Near Municipal Building C.S. 355-B Bhagwan  
Valmiki Chowk, Vidyalankar Marg, Opp.  
Hanuman Mandir, Antop Hill, Wadala (East)  
Mumbai 400037

To,  
M/s. Spaceage Consultants,  
Licensee Surveyor,  
B-106, Narraj Building  
Mulund-Goregaon Link Road  
Mulund (West), Mumbai - 400 080.

Sub : Proposed redevelopment of property on plot bearing C.S.No.464 of  
Lower parcel Division, at Senapati Bapat Marg, Mumbai.  
Ref - Your online application

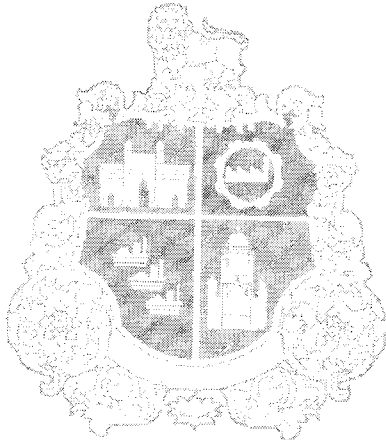
Sir,

With reference to above this is to inform you that the amended plans submitted by you are hereby approved subject to following conditions:-

1. That all the conditions of F.O.D. under even No. dated 24.1.2006 and amended plan approval letters dated 31.5.2008, 7.11.2009, 23.11.2009, 30.9.2010, 11.1.2011, 30.8.2013, 29.12.2014, 29.2.2016, 31.03.2017 and 20.12.2017 shall be complied with.
2. That the revised structural design calculations details/drawings shall be submitted before extending C.C.
3. That the payments towards following shall be made before asking for endorsement of CC
  - a) Development charges.
  - b) Premium towards staircase, lift, lift lobby area.
4. That the C.C. shall be got endorsed as per the amended plans.
5. That the work shall be carried out strictly as per approved plans.
6. That the work shall be carried out between 6.00 a.m. to 10.00 pm., only in accordance with Rule 5A(3) of the Noise Pollution (Regulation & Control) Rules, 2000 and the provision of notification issued by Ministry of Environment & Forest Deptt. from time to time shall be duly observed.

BPC305-5113

No. EB/1342/GS/A



BPC305-5113

This CC is valid upto 23/1/2018

Issue On : 3/7/2007

Valid Upto : 23/1/2018

Remark :

This CC up to top of upper basement.

Approved By  
EEBOC-I  
Executive Engineer

Issue On : 30/3/2009

Valid Upto : 23/1/2018

Remark :

This CC is endorsed as per amended plans approved dt. 07.01.2009 upto top of upper basement.

Approved By  
EEBOC-I  
Executive Engineer

Issue On : 19/1/2017

Valid Upto : 23/1/2018

Remark :

further C.C. for the construction of staircase/ staircase lobby/ lift/ lift lobby/ lift machine room/ overhead water tank (staircase and lift core with overhead water tank) for wing 1 over 78th floor, wing 2 over 78th floor, wing 3 over 76th floor, wing 4 over 78th floor and wing 5 over 25th floor i.e. for full height of staircase lift core as per last approved plan dated 29.02.2016.

Approved By  
S.B.GITE  
Executive Engineer

EB/1342/GS/A

7. That all conditions and directions specified in the order of Hon'ble Supreme Court dated 15.03.2018 in Dumping Ground case shall be complied with.

8. That adequate safeguards shall be employed in consultation with SWM Dept. of MCGM for preventing dispersal of particles through air and the construction debris generated shall be deposited in specific sites inspected and approved by MCGM.

9. That the debris shall be managed in accordance with the provisions of construction and demolition waste Management Rules 2016.

A set of approved plans duly signed is return herewith as a token of approval.

Yours Faithfully,

Amit Jagannath Marathe  
S.E.(B.P.) C-XII

JADHAV RAJENDRA ANANDRAO  
A.E.(B.P.)C- VI

Satish Bhaskar Gite  
Executive Engineer  
Building Proposals (City)-I

No. EB/1342/GS/A

Copy To: Owner

- 1) M/S Lodha Developers Pvt. Ltd.  
(Earlier Known as M/S. Jewala Real Estate Pvt. Ltd.)  
Lodha Exceljus, N. M. Joshi Marg,  
Mahalaxmi, Mumbai 400 011.
- 2) Designated Officer - G/S Ward.

Amit Jagannath Marathe  
S.E.(B.P.) C-XII

JADHAV RAJENDRA ANANDRAO  
A.E.(B.P.)C- VI

Satish Bhaskar Gite  
Executive Engineer  
Building Proposals (City)-I

BPC305-5113

C - 3

MUNICIPAL CORPORATION OF GREATER MUMBAI  
FORM 'A'  
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966  
No EB/1342/GS/A

COMMENCEMENT CERTIFICATE

To,  
M/S Jewala Real Estate Pvt. Ltd.  
464, Senapati Bapat Marg, Lower Parel, Mumbai  
Textile Mill Compound, Mumbai. 400013.

Sir,

With reference to your application No. EB/1342/GS/A Dated. 30/3/2018 for Development Perm and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Pl Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated 30/3 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plo C.T.S. No. 464 Division / Village / Town Planning Scheme No. Lower Parel situated at Senapati Bapat Road / Street in G/South Ward.

The Commencement Certificate / Building Permit is granted on the following conditions:-

1. The land vacated on consequence of the endorsement of the setback line/ road widening line shall f part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitte be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year commenci from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This Commencement Certificate is renewable every year but such extended period shall be in no ca exceed three years provided further that such lapse shall not bar any subsequent application for fres permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if :-
  - a. The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
  - b. Any of the conditions subject to which the same is granted or any of the restrictions imposed the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
  - c. The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title thr or under him in such an event shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.
7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executor assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri. Asst.Eng.(BP)City VI G/South (Rajendra Anandrao Jadhav) Assistant Engineer to exercise his powers and functions of the Planning Authority under Section the said Act.

Issue On : 11/4/2017

Valid Upto : 23/1/2018

Remark :

This CC is endorsed and extended for -

- (1) Wing-1 upto top of 44th floor level,
- (2) Wing-2 upto top of 40th floor level,
- (3) Wing-3 upto top of 58th floor level,
- (4) Wing-4 upto top of 43rd floor level,
- (5) Wing-5 for entire staircase/ lift core i.e. for the construction of staircase/ staircase lobby/ lift/ lift lobby/ lift machine room/overhead water tank (staircase and lift core with overhead water tank) over 84th floor and (6) Wing-6 for entire staircase/ lift core i.e. for the construction of staircase/ staircase lobby/ lift/ lift lobby/ lift machine room/overhead water tank (staircase and lift core with overhead water tank) over 21st floor as per last approved amended plans dated 31.03.2017

Approved By  
S.B.GITE  
Executive Engineer

Issue On : 28/6/2017

Valid Upto : 23/1/2018

Remark :

This CC is further extended -

- (1) for Wing-1 from 45th to 68th top floor level,
  - (2) for Wing-2 from 41th to 60th top floor level,
  - (3) for Wing-3 from 57th to 73rd top floor level and
  - (4) for Wing-4 from 44th to 60th top floor level.
- as per approved amended plans dated 31.03.2017.

Approved By  
S.B.GITE  
Assistant Engineer (BP)

Issue On : 19/8/2017

Valid Upto : 23/1/2018

Remark :

This CC is extended for Wing- 5 from 7th to 26th top floor level, as per last approved plan dated 31.03.2017

Approved By

EB/1342/GS/A

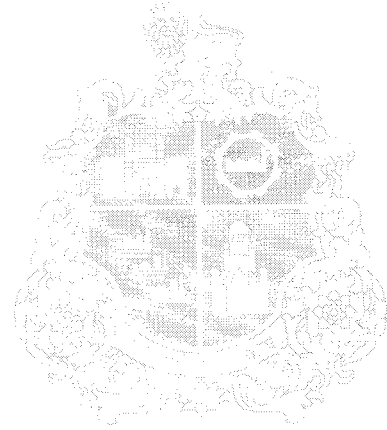
Issue On: 16/2/2018 Valid Up to: 23/1/2019

Cc to: 1. Architect  
2. Collector Mumbai Suburban/Mumbai District. City G/South Ward

Remark :

This C.C is further extended for (1) Wing- 1 from 67th to 71st top for habitable floor, (2) Wing- 2 from 61st to 63rd top for habitable floor and also extend CC over 74th floor for the staircase/ lift core i.e. for the construction of staircase/ staircase lobby/ lift/ lift lobby/ lift machine room/ overhead water tank (staircase and lift core with overhead water tank) i.e. for full height of staircase lift core, (3) Wing- 3 from 74th to 75th floor top for habitable floor, (4) Wing- 4 from 61st to 64th for habitable floor and also extend CC over 73rd floor for the staircase/ lift core i.e. for the construction of staircase/ staircase lobby/ lift/ lift lobby/ lift machine room/ overhead water tank (staircase and lift core with overhead water tank) i.e. for full height of staircase lift core, (5) to grant plinth C.C. for Amenity Building as per last approved plan dated 20.12.2017

Approved By  
R A JADHAV  
Assistant Engineer (BP)

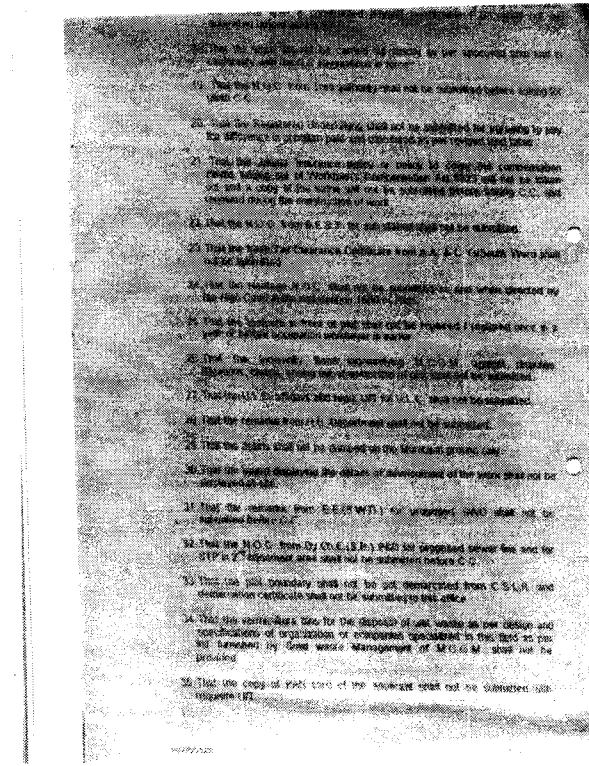
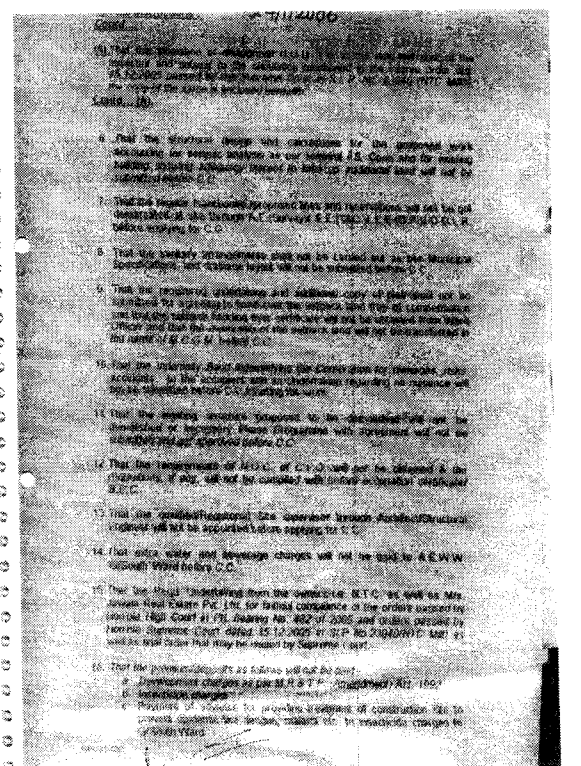
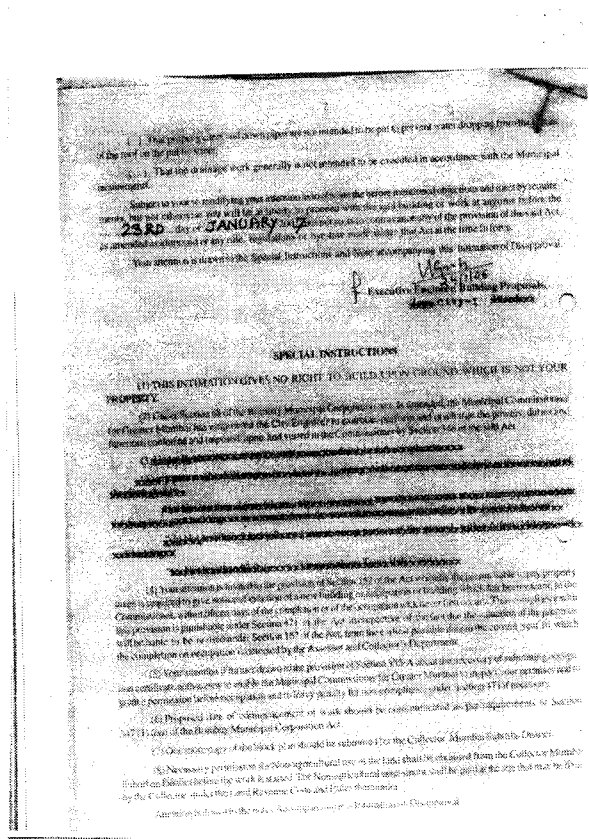
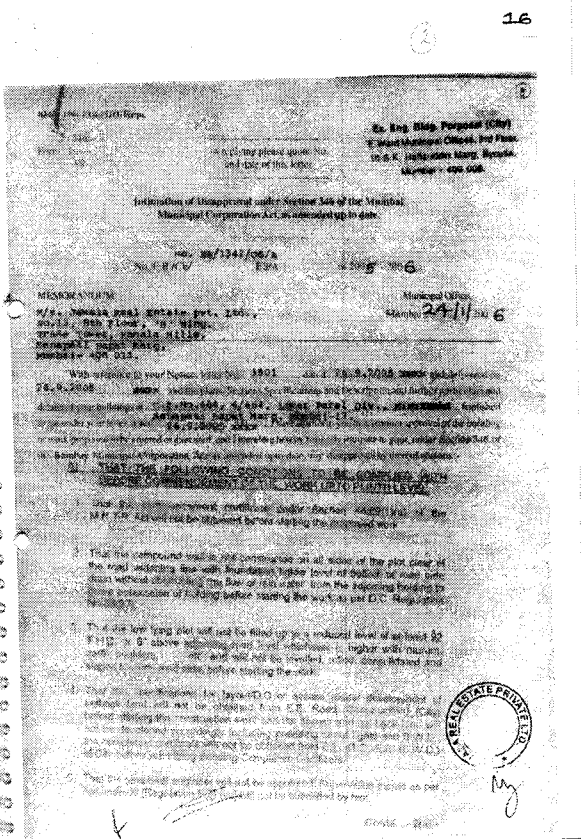


Issue On: 16/5/2018 Valid Up to: 23/1/2019

Remark :

This C.C is endorsed and extended for (1) Wing- 2 from 64th to 65th top for habitable floor & extend CC upto 78th floor for the staircase/ lift core i.e. (staircase and lift core with overhead water tank) for full height, (2) Wing- 3, for 76th floor top for habitable floor (3) Wing- 4 from 65th to 72nd for habitable floor & extended CC upto 78th floor for the staircase/ lift (staircase and lift core with overhead water tank) i.e. for full height (4) Wing 5, upto top of 14th for habitable floor & CC upto 50th floor for the staircase/ lift core i.e. (staircase and lift core with overhead water tank) (5) Wing 6, upto top of 7th for habitable floor & extend CC upto 21st floor for the staircase/ lift core i.e. (staircase and lift core with overhead water tank) i.e. for full height, (6) To grant plinth C.C. for Town House from 2nd to 12th No's as per last approved plan dated 04.05.2018.

Name: JADHAV  
RAJENDRA  
ANANDRAO  
Designation:  
Assistant Engineer  
Organization:  
Municipal Corporation of





MUNICIPAL CORPORATION OF GREATER MUMBAI  
No. EB/1342/GS/A dt. 29/10/2016

To,  
M/s Spaceage Consultants  
Licensed Surveyor  
B-106, Natraj Building  
Mulund-Goregaon Link Road  
Mulund (West),  
Mumbai -400080

Ex. Eng. Mdg. Proposal (City-II)  
New Medical Building, C.S. No. 355 B,  
Bhagwan Maheshi Chowk, Vidyapeeth Area,  
Opp. Nehru Mantri,  
8th Floor, Senapati, Vadeha (East)  
Mumbai -400 037

Sub: Proposed residential buildings / convenient shopping / public parking lot on plot bearing C.S. No. 464 of Lower Parel Division, Senapati Bapat Marg, Mumbai, Mumbai Textile Mill.

Ref: Your letter dated 26.8.2015.

Sir,

With reference to above letter this is to inform you that the amended plans submitted by you are hereby approved subject to following conditions:

- That all the conditions of I.O.D. under even No. dated 24.1.2006 and amended plan approved letter dated 31.5.2008, 7.1.2009, 23.11.2009, 30.9.2010, 11.1.2011, 30.8.2013 & 29.12.2014 shall be complied with.
- That the revised structural design/calculations/details/drawings shall be submitted before extending C.C.
- That payments towards following shall be made before asking for C.C.  
(a) Development charges  
(b) Premium towards staircase, lift, lift lobby area
- That the revised High Rise Committee N.O.C. shall be submitted before extending C.C. beyond plinth.
- That the C.C. shall be got endorsed as per the amended plan.
- That the work shall be carried out strictly as per approved plan.
- That the final structural stability certificate shall be submitted before asking for B.C.C.
- That the N.O.C. from Inspector of Lifts shall be submitted.
- That the supervision certificate shall be submitted periodically from the L.S. / Engineer / Structural Engineer / Supervisor or Architect as the case may be as per D.C. Reg 5(3)(ix) regarding satisfactory construction on site.
- That revised NOC from E.E. (T & C) shall be submitted before further C.C.

BPC3/GS-1342

11. That revised NOC from Ch. Eng. (M & E) shall be submitted.

A copy of set of amended plans duly stamped/signed is hereby returned as a token of approval.

Yours faithfully,

Executive Engineer,  
Building Proposals(City)-II

No. EB/1342/GS/A dt. 29/10/2016

Copy to: 1. The Owner,  
M/s Jawala Real Estate Pvt.Ltd.  
464, Senapati Bapat Marg  
Mumbai Textile Mill Compound,  
Lower Parel (W), Mumbai 400013.

- Designated Officer, Asstt. Eng. (B.&F.) G/S Ward,
- A.E.W.W. G/S Ward,
- Dy.A.& C. City

Executive Engineer,  
Building Proposals(City)-II

BPC3/GS-1342

Government of Maharashtra

SEAC 2013/CRES47C-1  
Environment department,  
Room No. 217, 2nd floor,  
Mantralaya Annex,  
Mumbai 400 032  
Date: 29<sup>th</sup> April, 2013

To,

M/s. Jawala Real Estate Pvt. Ltd.  
Lodha Execlus, N.M.Joshi  
Marg, Mahalaxmi,  
Mumbai-400 011.

Subject: Environmental clearance for proposed expansion of residential and Commercial development with MCGM car Parking on plot bearing C.S. No.464, Senapati Bapat Marg, Lower parel, Division Mumbai M/s Jawala Real Estate Pvt. Ltd - Environmental clearance regarding.

Sir,

This has reference to your communication on the above mentioned subject. The proposal was considered as per the EIA Notification - 2006, by the State Level Expert Appraisal Committee-II, Maharashtra in its 10<sup>th</sup> meeting decided to recommend the project for prior environmental clearance to SEIAA. Information submitted by you has been considered by State Level Environment Impact Assessment Authority in its 58<sup>th</sup> Meeting.

2. It is noted that the proposal is for grant of Environmental Clearance for proposed expansion of residential and Commercial development with MCGM car Parking on plot bearing C.S. No. 464, Senapati Bapat Marg, Lower parel, Division Mumbai. SEAC considered the project under screening category 8(a) B2 as per EIA Notification 2006.

Brief Information of the project submitted by Project Proponent is as:

Name of Project	Proposed Expansion of Residential cum commercial Project with MCGM parking lot at Lower Parel
Name of Proponent	M/s. Jawala Real Estate Pvt. Ltd.
Type of project	Residential cum commercial Project with MCGM Parking Lot
Location of the project	Plot Bearing C.S.No.464, Senapati Bapat Marg, Lower Parel Division Mumbai
Total Plot Area	69,803.47 m <sup>2</sup>
Deductions	4119.67 m <sup>2</sup>
Net plot area	65683.80 m <sup>2</sup>
Permissible FSI (Including TDR etc.)	2,10,028.31 m <sup>2</sup>

Proposed Built-up Area (FSI & Non-FSI)	FSI Area	2,10,028.31 m <sup>2</sup>	
	Non FSI Area	7,51,041.69 m <sup>2</sup>	
	Total Built up Area	9,61,070 m <sup>2</sup>	
Ground coverage percentage	56 %		
Estimated cost of the project	Rs.4476 Crores		
No. of Buildings & its configuration	Residential buildings- 3 Nos (6 wings), with 4 basements (4 <sup>th</sup> part) + G + 6 podiums		
	Bldg A (Wings 1 & 2):	7 <sup>th</sup> to 78 <sup>th</sup> floor	
	Bldg B (Wing 3 and 4):	7 <sup>th</sup> to 78 <sup>th</sup> floor	
	Bldg C (Wing 5 and 6)	7 <sup>th</sup> to 78 <sup>th</sup> floor	
	Row Houses	G+2 on 7 <sup>th</sup> Level	
	Bungalows	23 Nos. (1 B + Gr. + 2 up)	
	Convenience Shopping	7Nos. (G + 1)	
Public Parking	3 B+G+P1+P2		
Number of tenants and shops	As per EC Received dated (05.09.2011)	Proposed	TOTAL AFTER EXPANSION
	Flats: 1728		2837
	Convenience Shopping: 7 Nos		
Number of expected residents / users	16468 Nos.		
Tenant density per sector	411 Nos.		
Height of the building(s)	268 m		
Right of way	The project site is accessed by 30.48 S. B Road and 24.38 m Wide Pandurang Budhkar Marg		
Turning radius	Minimum 9 m radius		
Total Water requirement	Dry Season		
	Fresh water (CMD)	1288	
	Source	MCGM	
	Recycled Water (CMD)	889	
	Total water requirement (CMD)	2193	
	Swimming pool make up (cum)	16 by tanker	
	Fire fighting (cum)	As per CFO NOC	

*Signature*

Wet Season	Fresh water (CMD)	1030
	Source	MCGM
	Recycled Water (CMD)	689
	Total water requirement (CMD)	2193
	Swimming pool make up (cum)	16 by tanker
Fire fighting (cum)	As per CFO NOC	
Rain Water Harvesting (RWH)	Level of ground water table	2.5 to 3.0 m
	Size and No. of RWH tanks and quantity	One Tank of 724 m <sup>3</sup> capacity
	Location of RWH tank	In basement
	Size and no. of recharge pits and quantity	28 Nos, Recharge Pit with bore well 2.5 Mt. x 2.5 Mt. x 3 Mt.
UG Tanks	Location of UG tank	In basement
	Natural water drainage pattern	Towards east side
Storm Water Drainage	Quantity of storm water	2072 m <sup>3</sup> /hr
	Size of SWD	450 mm wide internal SWD. 2nos. of 500 mm dia
Sewage and waste water	Sewage generation (CMD)	1800 KLD
	STP Technology	MBR Technology
	Capacity of STP (CMD)	1800 m <sup>3</sup>
	Location of the STP	In podium (P0)
	DG sets (during emergency)	DG sets will be provided as alternate supply for essential services such as STP, Fire Fighting, Lift etc. DG set:- 10 nos 1250KVA 1 nos 500KVA TOTAL DG SET CAPACITY: 13000 KVA
Budgetary allocation: Capital Cost: 297 Lakh O & M Cost: 56.4 Lakh		
Solid waste management	Waste generation in the pre construction and construction phase	
	Waste generation	200kg/day (Domestic)

*Signature*

	Solid Waste)	
	Disposal of the construction way debris	1000 m <sup>3</sup>
	Waste generation in the Operation phase	
	Dry Waste (kg/d)	4529.4 kg/day
	Wet Waste (kg/d)	3019.6 kg/day
	STP Sludge (dry sludge) (kg/d)	364 kg/day
	Mode of Disposal of Waste	
	Dry Waste : Dry garbage will be segregated & disposed off to recyclers	
	Wet Waste : Wet garbage will be composted using Mechanical Composting Technology and used as organic manure for landscaping.	
	STP sludge (dry sludge): Sludge use as manure for gardening	
	Area requirement	
	Location and total area provided for the storage and treatment of the solid waste : On ground: Area provided: 200 m <sup>2</sup>	
	Budgetary allocation	Capital Cost: 42.6 Lakh O & M Cost: 6.4 Lakh
Green Belt Development	Total RG Area	36,646
	RG area under green belt	36646. m <sup>2</sup>
	RG on ground	17877
	RG on Podium	18769 m <sup>2</sup>
	Number and list of trees species to be planted in the ground RG : Proposed Trees: 924 Nos.	
	Number, size, age and species of trees to be cut, trees to be transplanted (AS PER OLD EC)	
	Trees to be cut: 177 Nos	
	Trees to be transplanted: 26	
	Trees to be retained: 42	
	Proposed	
	Trees to be cut: 177 Nos	
	Trees to be transplanted: 26	
	Trees to be retained: 42	
	Budgetary allocation	
	Capital Cost: 246.4 Lakh	
	O & M Cost: 39.2 Lakh	
Energy	Power supply	
	Maximum demand	39.8 MW
	Connect load	93.26 MW
	Source	TATA POWER
	Energy saving by non-conventional method	

*Signature*

- Energy saving measures:
- Energy efficient fluorescent tube lights & CFL lamps which give approx. 30% more light output for the same watts consumed and therefore require less nos. of fixtures and corresponding lower point wiring costs. The life of T5 tubes is 2.5 to 3 times that of conventional tubes and hence the cost of replacement is quite less and hence rate of disposal of tubes reduced drastically.
  - All fluorescent light fixtures will be specified to incorporate electronic ballast with THD less than 5% which have less watt-loss compared to electromagnetics ballast and result in superior operating power factor. Electronic chokes also improve the life of the fluorescent lamps.
  - The UPS will be specified with high input power factor (close to unity) so that input KVA is restricted.
  - UPS system is proposed with harmonic distortion restricted to less than 5% compared to far greater than 10% in many conventional UPS systems.
  - Bus bars in all distribution panels are specified as copper bus-bars upto 150A to reduce losses and improve reliability.
  - Copper conductor cables will be specified for sizes up to 16 sq mm, this will reduce losses and improve reliability.
  - All cables will be checked to avoid heating during use. This also indirectly reduces losses and improves reliability.
  - Power cable shall be used with XLPE insulation which can be operated at 90degC instead of PVC insulated cable at 70degC. Hence, improves reliability in the system.
  - Variable frequency drives will be incorporated on motor loaders which will save considerable energy.
  - Power factor of the complete electrical system will be maintained close to unity. This will reduce electrical power distribution losses in the installation.
  - An APFC relay based on thyristor switching will be proposed to effect the power factor correction / improvement within a few cycles of deviation from the setting & also to reduce inrush currents.
  - Solar operated pole light will be proposed to power pathway lights at some strategic locations.
  - Top five floors of tower shall be provided with solar water heating for flats.
  - Occupancy Presence sensors & day-light sensors will be provided in the common areas & toilet inside flats.
  - General lighting shall be through energy efficient fluorescent lamps and illumination levels shall be generally in line with National Building Code.
  - 10% of common area / staircases / basement parking corridor lights shall be designated as emergency lights and shall be connected to individual inverters for uninterrupted illumination. Which shall be further backed up by DG set.
  - All WC's shall have dual flush cistern rather than single flush type & flush valve combination which will reduce consumption of water significantly.
  - All common area and club house, low flow plumbing fixtures shall be installed to conserve the water. For the residents, guide lines shall be given to use the efficient plumbing fixtures to conserve the water.
  - The water supply to the tower is by gravity with booster pumps for the top floors
  - Sewage Treatment Plant is installed for recycling the building waste and sewer water so that recycled water can be used after the tertiary treatment for flushing, irrigation purposes as applicable.
  - The glasses for windows shall be used of low heat transfer coefficient (U) value.

*Signature*

- Drip irrigation shall be used for the purpose of water horticulture to reduce the wastage of water.
- Residential Flats are proposed to be installed with energy efficient split units instead of conventional Window units to reduce the saving in power significantly. The necessary guidelines shall be issued to the tenants as applicable.
- The building is designed to have natural ventilation in lift lobby which saves the energy required for mechanical ventilation.

The Energy savings is listed as follows:

S. No.	Description	Units saved / Year	Energy Cost saved / Year @ Rs 9/unit
1	Solar lighting	32,850.00	2,95,650.00
2	Energy efficient T5 light (Basement)	2,48,089.51	22,32,805.56
3	Energy efficient T5 light (Basement)	11,38,340.9	1,02,45,068.07
4	Solar hot water system	1,82,500.00	16,42,500.00
TOTAL		1,601,780.4	14,416,023.6

Compliance of the BCBC guidelines: Yes

Budgetary allocation: Capital Cost: 229.3 Lakh O & M Cost: 8.6 Lakh

DG set

Number and capacity of the DG sets to be used:

1 x 1250 KVA  
1 x 500 KVA  
TOTAL DG SET CAPACITY: 13000 KVA

Type of fuel used: Diesel

Sl. No.	Parameter	Total set up cost (in lakhs)	Operational and maintenance cost per yr (in lakhs/yr)
1	STP Cost	297.0	56.4
2	Rain Water Harvesting	80.0	2.5

*Signature*

3	Rain Water harvesting Tank	82.7	0.5
4	Environmental Monitoring	MoEF approved agency for monitoring	8.5
5	Solar Energy Lights	175.0	7.3
6	Solar Energy-Water Heating	54.3	1.1
7	Gardening	246.4	39.2
8	Solid Waste Management	42.6	8.4
Total Cost		977.9	122.1

O & M cost (please ensure manpower and other details): 26 Lacs

Quantum and generation of corpus fund and commission: Not Applicable as facility is operated by us

Responsibility for further O & M: All facilities will be leased & entire complex will be maintained by us.

Traffic Management	Nos. of the junction to the main road & design of confluence	
Parking details	Number & area of basement	3 Basement, 4 <sup>th</sup> Part Area: 176753 m <sup>2</sup>
	Number & area of podium	6 Podium Area: 235998 m <sup>2</sup>
	Total Parking Area	GCP Parking Area: 244922 m <sup>2</sup> Project Parking Area: 185440 m <sup>2</sup>
	Area per car	
	2-Wheeler	
	4-Wheeler	Project Parking: 8218 Nos GCP Parking: 4328 Nos Buses: 237 Nos

Total Water requirement	Dry Season	Wet Season
Fresh water (CMD)	27	
Source	MCGM	
Recycled Water (CMD)	18	
Total water requirement (CMD)	39	
Fire fighting (cum)	Residential: 200 m <sup>3</sup> GCP: 50 m <sup>3</sup>	
Wet Season		
Fresh water (CMD)	27	
Source	MCGM	
Recycled Water (CMD)	13	

*Signature*

Total water requirement (CMD)	39
Fire fighting (cum)	Residential: 200 m <sup>3</sup> GCP: 50 m <sup>3</sup>
Rain Water Harvesting (RWH)	Level of ground water table: 2.50 to 3.00 m
	Size and No. of RWH tanks and quantity: 1 RWH tank of 105 m <sup>3</sup> capacity
	Location of RWH tank: In basement
	Size and no. of recharge pits and quantity: Ring Wells: 5.7x2.1x06.0-01 no (dim in Mtr) 4.2x2.1x06.0-01 no(dim in Mtrs)
Budgetary allocation:	Capital Cost: 8.00 Lakhs O & M Cost: 0.80 Lakhs
Storm Water Drainage	Natural water drainage pattern: Towards north side
	Quantity of storm water: 58 m <sup>3</sup> /hr
	Size of SWD: 350 mm dia SWD
Sewage and waste water	Sewage generation (CMD): 34 KLD
	STP Technology: MHR Technology
	Capacity of STP (CMD): 55 KLD
	Location of the STP: In basement
DC sets (during emergency):	DC sets will be provided as alternate supply for essential services such as STP, Fire Fighting, Lift etc. Capacity: 500x250 KVA
Budgetary allocation:	Capital Cost: 13.75 Lakhs O & M Cost: 3.50 Lakhs
Solid waste management	Waste generation in the pre construction and construction phase
	Waste generation: 50 kg/day
	Disposal of the construction way debris: To Authorized debris disposal site.
	Waste generation in the Operation phase
	Dry Waste (kg/d): 95 kg/day
	Wet Waste (kg/d): 63 kg/day
	STP Sludge (dry sludge) (kg/d): 0.50 KLD
	Mode of Disposal of Waste
	Dry Waste: Dry garbage will be segregated & disposed off to recyclers
	Wet Waste: Wet garbage will be composted using Mechanical Composting Technology and used as organic manure for landscaping.

*Signature*

STP sludge (dry sludge): Sludge use as manure for gardening		
Area requirement	In basement: 30 m <sup>2</sup>	
Location and total area provided for the storage and treatment of the solid waste		
Budgetary allocation:	Capital Cost: 4.00 Lakhs O & M Cost: 2.00 Lakhs	
Green Belt Development	Total RG Area	
	RG area under green belt: 743.53 sq.m.	
	RG on ground: 639.53 sq.m.	
	RG on Podium: 304.00 sq.m.	
Budgetary allocation:	Capital Cost: 20 Lakh O & M Cost: 3 Lakh	
Energy	Power supply	
	Maximum demand: 1.3 MW	
	Connect load: 2.6 MW	
	Source: BEST POWER	
Energy saving by non-conventional method:		
	Natural Shading through elevation features to minimize heat gain and reduce air conditioning requirement	
	Use of AC and facade systems to reduce heat gain and power consumption	
	Use of low e glass to reduce power requirement	
	Solar lighting in common areas, garden and road.	
	Solar hot water for Residential building.	
	Solar Street lights	
	Energy efficient lighting fixtures, Pumps and VFD Lifts	
	Detail calculations & % of saving: 28%	
Budgetary allocation:	Capital Cost: 12 Lakh O & M Cost: 1 Lakh	
DG set		
Number and capacity of the DG sets to be used:	Capacity of DG Set provided will be 500x250 KVA	
Type of fuel used	Diesel	
Environment Management Plan Budgetary Allocation		
Component	Capital Cost (Rs. in Lakhs)	O & M Cost (Rs. in Lakhs / year)
STP (Tertiary)	13.75	3.5
Solar System	12	1.0
Rainwater harvesting	8.0	0.80

*Signature*

Solid Waste Composting plant	4.0	2.0
Landscaping	20.0	3.0
Total Cost	57.75	10.3
Traffic Management	Parking details	
	Number & area of basement: 3 basements, Area: 1387 m <sup>2</sup> (services & ancillary: 1305 m <sup>2</sup> ; balance parking)	
	Number & area of podium: Ground & 4 podiums for GCP and One podium for captive Parking. Podium area: 9678 m <sup>2</sup> (services & ancillary: 2906 m <sup>2</sup> ; balance parking)	
	Total Parking Area	11854 m <sup>2</sup>
	Area per car	24.75 m <sup>2</sup>
	4-Wheeler: GCP: 204 Nos. Residential: 275 Nos.	

3. The proposal has been considered by SEIAA in its 58<sup>th</sup> meeting decided to accord environmental clearance to the said project under the provisions of Environment Impact Assessment Notification, 2006 subject to implementation of the following terms and conditions:-

- This environmental clearance is issued subject to land use verification. Local authority/planning authority should ensure this with respect to Rules, Regulations, Notifications, Government Resolutions, Circulars, etc. issued if any. This environmental clearance issued with respect to the environmental consideration and it does not mean that State Level Impact Assessment Authority (SEIAA) approved the proposed land use.
- The height, Construction built up area of proposed construction shall be in accordance with the existing FSI/FAR norms of the urban local body & it should ensure the same along with survey number before approving layout plan & before according commencement certificate to proposed work. Plan approving authority should also ensure the zoning permissibility for the proposed project as per the approved development plan of the area.
- "Consent for Establishment" shall be obtained from Maharashtra Pollution Control Board under Air and Water Act and a copy shall be submitted to the Environment department before start of any construction work at the site.
- All required sanitary and hygienic measures should be in place before starting construction activities and to be maintained throughout the construction phase.
- Project proponent shall ensure completion of STP, MSW disposal facility, green belt development prior to occupation of the buildings. No physical occupation or allotment will be given unless all above said environmental infrastructure is installed and made functional including water requirement in Para 2. Prior certification from appropriate authority shall be obtained.
- Provision shall be made for the housing of construction labour within the site with all necessary infrastructure and facilities such as fuel for cooking, mobile toilets, mobile STP, safe drinking water, medical health care, crèche and First Aid Room etc.
- Adequate drinking water and sanitary facilities should be provided for construction workers at the site. Provision should be made for mobile toilets. The safe disposal of

*Signature*



- wastewater and solid wastes generated during the construction phase should be ensured.
- (viii) The solid waste generated should be properly collected and segregated. Dry/ inert solid waste should be disposed off to the approved sites for land filling after recovering recyclable material.
  - (ix) Wet garbage should be treated by Organic Waste Converter and treated waste (manure) should be utilized in the existing premises for gardening. And, no wet garbage will be disposed outside the premises. Local authority should ensure this.
  - (x) Arrangements shall be made that waste water and storm water do not get mixed.
  - (xi) All the topsoil excavated during construction activities should be stored for use in horticulture / landscape development within the project site.
  - (xii) Additional soil for leveling of the proposed site shall be generated within the sites (to the extent possible) so that natural drainage system of the area is protected and improved.
  - (xiii) Green Belt Development shall be carried out considering CPCB guidelines including selection of plant species and in consultation with the local DPW/ Agriculture Dept.
  - (xiv) Disposal of muck during construction phase should not create any adverse effect on the neighboring communities and be disposed taking the necessary precautions for the general safety and health aspects of people, only in approved sites with the approval of competent authority.
  - (xv) Soil and ground water samples will be tested to ascertain that there is no threat to ground water quality by leaching of heavy metals and other toxic contaminants.
  - (xvi) Construction spoils, including bituminous material and other hazardous materials must not be allowed to contaminate watercourses and the dumpsites for such material must be secured so that they should not leach into the ground water.
  - (xvii) Any hazardous waste generated during construction phase should be disposed off as per applicable rules and norms with necessary approvals of the Maharashtra Pollution Control Board.
  - (xviii) The diesel generator sets to be used during construction phase should be low sulphur diesel type and should conform to Environment (Protection) Rules prescribed for air and noise emission standards.
  - (xix) The diesel required for operating DG sets shall be stored in underground tanks and if required, clearance from concern authority shall be taken.
  - (xx) Vehicles hired for bringing construction material to the site should be in good condition and should have a pollution check certificate and should conform to applicable air and noise emission standards and should be operated only during non-peak hours.
  - (xxi) Ambient noise levels should conform to residential standards both during day and night. Incremental pollution loads on the ambient air and noise quality should be closely monitored during construction phase. Adequate measures should be made to reduce ambient air and noise level during construction phase, so as to conform to the stipulated standards by CPCB/MPCB.
  - (xxii) Fly ash should be used as building material in the construction as per the provisions of Fly Ash Notification of September 1999 and amended on 27th August, 2003. (The above condition is applicable only if the project site is located within the 100km of Thermal Power Stations).
  - (xxiii) Ready mixed concrete must be used in building construction.
  - (xxiv) The approval of competent authority shall be obtained for structural safety of the buildings due to any possible earthquake, adequacy of fire fighting equipments etc. as per National Building Code including measures from lighting.
  - (xxv) Storm water control and its re-use as per CGWB and BIS standards for various applications.

-11-

- (xxvi) Water demand during construction should be reduced by use of pre-mixed concrete, curing agents and other best practices referred.
- (xxvii) The ground water level and its quality should be monitored regularly in consultation with Ground Water Authority.
- (xxviii) The installation of the Sewage Treatment Plant (STP) should be certified by an independent expert and a report in this regard should be submitted to the Ministry before the project is commissioned for operation. Discharge of this untreated effluent, if any should be discharge in the sewer line. Treated effluent emanating from STP shall be recycled/refused to the maximum extent possible. Discharge of this unused treated effluent, if any should be discharge in the sewer line. Treatment of 100% gray water by decentralized treatment should be done. Necessary measures should be made to mitigate the odour problem from STP.
- (xxix) Local body should ensure that no occupation certification is issued prior to operation of STP/MSW site etc. with due permission of MPCB.
- (xxx) Permission to draw ground water shall be obtained from the competent Authority prior to construction/operation of the project.
- (xxxi) Separation of gray and black water should be done by the use of dual plumbing line for separation of gray and black water.
- (xxxii) Fixtures for showers, toilet flushing and drinking should be of low flow either by use of aerators or pressure reducing devices or sensor based control.
- (xxxiii) Use of glass may be reduced up to 40% to reduce the electricity consumption and load on air conditioning. If necessary, use high quality double glass with special reflective coating in windows.
- (xxxiv) Roof should meet prescriptive requirement as per Energy Conservation Building Code by using appropriate thermal insulation material to fulfill requirement.
- (xxxv) Energy conservation measures like installation of CFLs/TFLs for the lighting the areas outside the building should be integral part of the project design and should be in place before project commissioning. Use CFLs and TFLs should be properly collected and disposed off/used for recycling as per the prevailing guidelines issued by the regulatory authority to avoid mercury contamination. Use of solar panels may be done to the extent possible like installing solar street lights, common solar water heaters system. Project proponent should install, after checking feasibility, solar plus hybrid non conventional energy source as source of energy.
- (xxxvi) Diesel power generating sets proposed as source of back up power for elevators and common area illumination during operation phase should be of enclosed type and conform to rules made under the Environment (Protection) Act, 1986. The height of stack of DG sets should be equal to the height needed for the combined capacity of all proposed DG sets. Use low sulphur diesel. The location of the DG sets may be decided with in consultation with Maharashtra Pollution Control Board.
- (xxxvii) Noise should be controlled to ensure that it does not exceed the prescribed standards. During nighttime the noise levels measured at the boundary of the building shall be restricted to the permissible levels to comply with the prevalent regulations.
- (xxxviii) Traffic congestion near the entry and exit points from the road adjoining the building should be avoided. Parking should be fully internalized and no public space should be utilized.
- (xxxix) Opaque wall should meet prescriptive requirement as per Energy Conservation Building Code, which is proposed to be mandatory for all air-conditioned spaces while it is aspirational for non-air-conditioned spaces by use of appropriate thermal insulation material to fulfill requirement.
- (xl) The building should have adequate distance between them to allow movement of fresh air and passage of natural light, air and ventilation.

-12-

- (xli) Regular supervision of the above and other measures for monitoring should be in place all through the construction phase, so as to avoid disturbance to the surroundings.
- (xlii) Under the provisions of Environment (Protection) Act, 1986, legal action shall be initiated against the project proponent if it was found that construction of the project has been started without obtaining environmental clearance.
- (xliii) Six monthly monitoring reports should be submitted to the Department and MPCB.
- (xliv) A complete set of all the documents submitted to Department should be forwarded to the MPCB.
- (xlv) In the case of any change(s) in the scope of the project, the project would require a fresh appraisal by this Department.
- (xlvi) A separate environment management cell with qualified staff shall be set up for implementation of the stipulated environmental safeguards.
- (xlvii) Separate funds shall be allocated for implementation of environmental protection measures/EMP along with item-wise break-ups. These cost shall be included as part of the project cost. The funds earmarked for the environment protection measures shall not be diverted for other purposes and year-wise expenditure should reported to the MPCB & this department.
- (xlviii) The project management shall advertise at least in two local newspapers widely circulated in the region around the project, one of which shall be in the Marathi language of the local concerned within seven days of issue of this letter, informing that the project has been accorded environmental clearance and copies of clearance letter are available with the Maharashtra Pollution Control Board and may also be seen at Website at <http://ec.maharashtra.gov.in>.
- (xlix) Project management should submit half yearly compliance reports in respect of the stipulated prior environment clearance terms and conditions in hard & soft copies to the MPCB & this department, on 1<sup>st</sup> June & 1<sup>st</sup> December of each calendar year.
- (l) A copy of the clearance letter shall be sent by proponent to the concerned Municipal Corporation and the local NGO, if any, from whom suggestions/representations, if any, were received while processing the proposal. The clearance letter shall also be put on the website of the Company by the proponent.
- (li) The proponent shall upload the status of compliance of the stipulated EC conditions, including results of monitored data on their website and shall update the same periodically. It shall simultaneously be sent to the Regional Office of MoEF, the respective Zonal Office of CPCB and the SPCB. The criteria pollutant levels namely; SPM, RSPM, SO<sub>2</sub>, NO<sub>x</sub> (ambient levels as well as stack emissions) or critical sector parameters, indicated for the project shall be monitored and displayed at a convenient location near the main gate of the company in the public domain.
- (lii) The project proponent shall also submit six monthly reports on the status of compliance of the stipulated EC conditions including results of monitored data (both in hard copies as well as by e-mail) to the respective Regional Office of MoEF, the respective Zonal Office of CPCB and the SPCB.
- (liii) The environmental statement for each financial year ending 31<sup>st</sup> March in Form-V as is mandated to be submitted by the project proponent to the concerned State Pollution Control Board as prescribed under the Environment (Protection) Rules, 1986, as amended subsequently, shall also be put on the website of the company along with the status of compliance of EC conditions and shall also be sent to the respective Regional Offices of MoEF by e-mail.

-13-

4. The environmental clearance is being issued without prejudices to the action initiated under EP Act or any court case pending in the court of law and it does not mean that project proponent has not violated any environmental laws in the past and whatever decision under EP Act or of the Hon'ble court will be binding on the project proponent. Hence this clearance does not give immunity to the project proponent in the case filed against him, if any or action initiated under EP Act.
5. In case of submission of false document and non compliance of stipulated conditions, Authority/ Environment Department will revoke or suspend the Environmental Clearance without any intimation and initiate appropriate legal action under Environmental Protection Act, 1986.
6. The Environment department reserves the right to add any stringent condition or to revoke the clearance if conditions stipulated are not implemented to the satisfaction of the department or for that matter, for any other administrative reason.
7. Validity of Environment Clearance: The environmental clearance accorded shall be valid for a period of 5 years.
8. In case of any deviation or alteration in the project proposed from those submitted to this department for clearance, a fresh reference should be made to the department to assess the adequacy of the condition(s) imposed and to incorporate additional environmental protection measures required, if any.
9. The above stipulations would be enforced among others under the Water (Prevention and Control of Pollution) Act, 1974, the Air (Prevention and Control of Pollution) Act, 1981, the Environment (Protection) Act, 1986 and rules there under, Hazardous Wastes (Management and Handling) Rules, 1989 and its amendments, the Public Liability Insurance Act, 1991 and its amendments.
10. Any appeal against this environmental clearance shall lie with the National Green Tribunal, Van Vastan Bhawan, Sec-5, R.K. Purm, New Delhi - 110 022, if preferred, within 30 days as prescribed under Section 16 of the National Green Tribunal Act, 2010.

*Vala R Naik (Signature)*  
Secretary, Environment  
Department & MS, SEIAA

Copy to:

1. Shri. P.M.A Hakeem, IAS (Retd.), Chairman, SEIAA, 'Jugnu' Kottaram Road, Calicut- 673 006 Kerala.
2. Shri. Ravi Bhusan Budhiraja, Chairman, SEAC-II, 5-South, Diltara Apartment, Cooperage, M.K.Road, Mumbai 400021
3. Additional Secretary, MOEF, 'Paryavaran Bhawan' CGO Complex, Lodhi Road, New Delhi - 110010

-14-

4. Member Secretary, Maharashtra Pollution Control Board, with request to display a copy of the clearance.
5. The CCF, Regional Office, Ministry of Environment and Forest (Regional Office, Western Region, Kandriya Paryavaran Bhawan, Link Road No-3, E-5, Ravi-Shankar Nagar, Dhopal- 402 016), (MP).
6. Regional Office, MPCB, Mumbai.
7. Collector, Mumbai.
8. Municipal Commissioner, Municipal Corporation of Greater Mumbai, Mumbai
9. Chief Engineer (DP), Municipal Corporation of Greater Mumbai, Mahapalika marg, Mumbai.
10. IA- Division, Monitoring Cell, MoEF, Paryavaran Bhawan, CGO Complex, Lodhi Road, New Delhi-110003.
11. Select file (TC-3).

-15-

C - 3  
**MUNICIPAL CORPORATION OF GREATER MUMBAI**  
**FORM 'A'**  
**MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966**  
No EB/1342/GS/A  
**COMMENCEMENT CERTIFICATE**

To,  
M/S Jawala Real Estate Pvt. Ltd.  
464, Senapati Bapat Marg, Lower Paral, Mumbai  
Textile Mill Compound, Mumbai. 400013.

Sir,  
With reference to your application No. EB/1342/GS/A Dated. 27/3/2017 for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 No 337 (New) dated 27/3/2017 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. - C.T.S No. 464 Division / Village / Town Planning Scheme No. Lower Paral situated at Senapati Bapat Marg Road / Street in G/South Ward.

The Commencement Certificate / Building Permit is granted on the following conditions:-

1. The land vacated on consequence of the endorsement of the setback line/ road widening line shall form part of the public street.
  2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
  3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
  4. This permission does not entitle you to develop land which does not vest in you.
  5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
  6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if :-
    - a. The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
    - b. Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
    - c. The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.
  7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.
- The Municipal Commissioner has appointed Shri. Aast.Eng.(BP)City VI G/South(Satish Bhaskar Gite) Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

Issue On : 3/7/2007

Valid Upto :

Remark :

This C.C. is upto Top of Upper Basement

Approved By  
S.J. Mhasawade  
Assistant Engineer (BP)

Name : Sushil Bhasikar Gite  
Designation : Assistant Engineer  
Organization : Municipal Corporation of Greater Mumbai  
Date : 11-Apr-2017 18:17:10

Issue On : 19/1/2017

Valid Upto :

Remark :

Further C.C. for the construction of staircase/staircase lobby/lift/lift lobby/lift machine room/Overhead Water Tank (staircase and lift core with overhead water tank) for wing 1 over 78th floor, wing 2 over 78th floor, wing 3 over 78th floor, wing 4 over 78th floor and wing 5 over 25th floor i.e. for full height of staircase lift core as per last amended plan dated 29.02.2016

Approved By  
Shri. S. B. Gite  
Executive Engr. (Personal)

For and on behalf of Local Authority  
Municipal Corporation of Greater Mumbai

Cc to :  
1. Architect.  
2. Collector Mumbai Suburban/Mumbai District.

Assistant Engineer - Building Proposal  
City G/South Ward

Issue On : 11/4/2017

Valid Upto : 23/1/2018

Remark :

This CC is endorsed and extended for -  
(1) Wing-1 upto top of 44th floor level,  
(2) Wing-2 upto top of 40th floor level,  
(3) Wing-3 upto top of 56th floor level,  
(4) Wing-4 upto top of 43rd floor level,  
(5) Wing-5 for entire staircase/ lift core  
i.e. for the construction of staircase/ staircase lobby/ lift/ lift lobby/ lift machine room/overhead water tank (staircase and lift core with overhead water tank) over 64th floor and  
(6) Wing-6 for entire staircase/ lift core  
i.e. for the construction of staircase/ staircase lobby/ lift/ lift lobby/ lift machine room/overhead water tank (staircase and lift core with overhead water tank) over 21st floor  
as per last approved amended plans dated 31.03.2017

C-3  
MUNICIPAL CORPORATION OF GREATER MUMBAI  
FORM 'A'  
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966  
No EB/1342/GS/A  
COMMENCEMENT CERTIFICATE

To,  
M/S Jawala Real Estate Pvt. Ltd  
464, Senapati Bapat Marg, Lower Parel, Mumbai  
Textile Mill Compound, Mumbai, 400013.

Sir,  
With reference to your application No. EB/1342/GS/A Dated. 26/9/2006 for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated 26/9/2006 of the Mumbai Municipal Corporation Act 1958 to erect a building in Building development work of on plot No. - C.T.S. No. 484 Division / Village / Town Planning Scheme No. Lower Parel situated at Senapati Bapat Marg Road / Street in G/South Ward.

The Commencement Certificate / Building Permit is granted on the following conditions:-

- 1. The land vacated on consequence of the endorsement of the setback line/road widening line shall form part of the public street.
- 2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
- 3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
- 4. This permission does not entitle you to develop land which does not vest in you.
- 5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
- 6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if :-
  - a. The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
  - b. Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
  - c. The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.
- 7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri. Exa.Eng.(BP)City-Special Executive Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

EB/1342/GS/A

Further C.C. is now extended up to

15/12/2016	14/12/2017	
15/12/2016	14/12/2017	
19/1/2017		further C.C. for the construction of staircase/ staircase lobby/ lift/ lift lobby/ lift machine room/ overhead water tank (staircase and lift core with overhead water tank) for wing 1 over 78th floor, wing 2 over 78th floor, wing 3 over 78th floor, wing 4 over 78th floor and wing 5 over 25th floor i.e. for full height of staircase lift core as per last approved plan dated 29.02.2016.

Name : Sushil Bhasikar Gite  
Designation : Executive Engineer  
Organization : Municipal Corporation of Greater Mumbai  
Date : 10-Jan-2017 17:50:16

For and on behalf of Local Authority  
Municipal Corporation of Greater Mumbai

Cc to :  
1. Architect  
2. Collector Mumbai Suburban/Mumbai District.

Assistant Engineer - Building Proposal  
City G/South Ward

Issued on	Valid upto	Remarks
-----------	------------	---------

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL  
MUMBAI BENCH

CSP NO. 810 OF 2017  
AND  
CSP NO. 808 OF 2017  
AND  
CSP NO. 843 OF 2017  
AND  
CSP NO. 808 OF 2017  
AND  
CSP NO. 843 OF 2017

KUNDAN REAL ESTATE PRIVATE LIMITED  
AND  
Petitioner First Transferee Company

TAWAJA REAL ESTATE PRIVATE LIMITED  
AND  
Petitioner Second Transferee Company

LORIMA AVIATION PRIVATE LIMITED  
AND  
Petitioner Third Transferee Company

SARVAVASA BUILDTECH & FARMS PRIVATE LIMITED  
AND  
Petitioner Fourth Transferee Company

LORIMA DEVELOPERS PRIVATE LIMITED  
AND  
Petitioner Transferee Company

In the matter of the Companies Act, 2013  
AND

In the matter of Sections 230 to 232 of the  
Companies Act, 2013 and other applicable  
provisions of the Companies Act 2013  
AND

In the matter of Section 291 to 294 and other  
applicable provisions of the Companies Act, 1956  
AND

In the matter of Schemes of Amalgamation  
(Schemes) of Kundan Realtors Private Limited  
and Jawala Real Estate Private Limited and LORIMA  
Aviation Private Limited and Sarvavasa Buildtech  
& Farms Private Limited with LORIMA Developers  
Private Limited and their respective shareholders  
and creditors.

Page 1 of 4



Order delivered on 18<sup>th</sup> October 2017  
by

Mr. H.V. Prakash Kumar, Member (1)  
Mr. M.V. Pillayasekhar, Member (2)

For the Petitioner (1): Mr. Hemant Sethi (Hemant Sethi & Co. Advocates for  
Petitioner

Mr. H.V. Prakash Kumar, Member (1)

MINUTES OF THE ORDER

- 1. Heard the learned counsel for the Petitioner Companies. None appears before the Court to oppose the Scheme or to controvert the facts stated in the Petition.
- 2. The sanction of the Tribunal is sought under section 230 to 232 of the Companies Act, 2013, to the Scheme of Amalgamation of Kundan Realtors Private Limited and Jawala Real Estate Private Limited and LORIMA Aviation Private Limited and Sarvavasa Buildtech & Farms Private Limited with LORIMA Developers Private Limited and their respective shareholders and creditors.
- 3. Learned Counsel for the Petitioner Companies states that the First Transferee Company was incorporated with the main object of real estate acquisition and construction activities and is presently not engaged in any business activities. The Second Transferee Company was incorporated with the main object of real estate development and construction activities and presently it is engaged in real estate activities. The Third Transferee Company was incorporated with the main object of providing real estate related activities. The Fourth Transferee Company was incorporated with the main object to carry on the business of real estate development and construction activities and presently it is engaged in real estate activities and trading of building materials. The Transferee Companies was incorporated with the main objectives of real estate development and construction related activities and is primarily engaged in the business of property development, sale of land and development rights and sale of construction material.
- 4. The proposed Scheme of Amalgamation will reflect the following primary benefits:

Page 1 of 4



- The Scheme will consolidate and simplify the group structure;
  - The Scheme will result in elimination of multiple entities in the group which will eliminate duplication of administrative functions and reduction in the multiplicity of legal and regulatory compliances required at present to be carried out by the Transferor Companies and the Transferee Company;
  - Achieving operational and management efficiency; and
  - Synergies arising out of consolidation of business, such as, enhancement of net worth of the combined business to capitalise on future growth potential, optimal utilisation of resources.
- The Petitioner Companies have approved the said Scheme by passing the Board Resolutions which are annexed to the Company Scheme Petition.
  - The learned Counsel for the Petitioner Companies further states that the Petitioner Companies have complied with all the directions passed in Company Summons for Directions and that the Company Scheme Petition have been filed in consonance with the orders passed in Company Summons for Directions.
  - The learned Counsel for the Petitioner Companies further states that the Petitioner Companies have complied with all requirements as per the directions of this Tribunal and they have filed necessary Affidavits of compliance to the Tribunal. Moreover, the Petitioner Companies through their Counsel undertake to comply with all statutory requirements, if any, as required under the Companies Act, 1956 & 2013 and the rules made there under whichever is applicable. The said undertaking is accepted.
  - The Regional Director has filed an Affidavit dated 09<sup>th</sup> October 2017 stating therein that save and except as stated in paragraph IV of the said Affidavit, it appears that the Scheme is not prejudicial to the interest of shareholders and public. In paragraph IV of the said Affidavit, the Regional Director has stated that:
    - The tax implications if any arising out of the scheme, is subject to final decision of Income Tax Authorities. The approval of the scheme by the Hon'ble Tribunal may not deter the Income Tax Authorities to scrutinise the tax return filed by the Petitioner companies after giving effect to the scheme. The decision of the Income Tax Authorities is binding on the petitioner companies.

Page 2 of 4



- As per existing practice, the Petitioner Companies are required to serve Notice for Scheme of Amalgamation to the Income Tax Department for their comments. It is observed that the company vide letter dated 12.07.2017 has served copy of copy of company scheme application to ITO, 473, 476 & 609 of 2017 along with relevant orders. Further this letterhead has also stated a reminder on 17.09.2017 to IT Department.
  - In addition to compliance of AS-14 (IND AS-103) the Petitioner Companies shall pass such accounting entries which are necessary in consonance with the scheme, in compliance with other applicable Accounting Standards such as AS-5 (IND AS-9) etc.
  - It is submitted that the Petitioner Transferor Company, AEs, Ananda Real Estate Private Limited have not submitted the proof of scheme notice to the Income Tax Authorities.
- In this regard, petitioner companies have to undertake to serve notice to Income Tax Authority:
- It is submitted that Transferor Company 1, Transferor Company 2, Transferor Company 3 and Transferor Company 4 are in the business of Real Estate. Hence, the provisions of the Real Estate (Regulation and Development) Act, 2016 are to be complied with by these 4 companies.
- In so far as observations made in paragraph IV (a) of the Report of Regional Director is concerned, the Petitioner Companies through its Counsel undertake to comply with all applicable provision of the Income Tax Act, 1961 and all law issues arising out of the Scheme will be met and answered in accordance with law.
  - In so far as observations made in paragraph IV (b) of the Report of Regional Director is concerned, the Petitioner Companies through its Counsel undertake that in addition to compliance of IND AS - 101, the Petitioner Companies shall pass such accounting entries which are necessary as

Page 2 of 4



- connection with the scheme in comply with other applicable Accounting Standards such as AS-5 (IND AS - 9) etc, as may be applicable.
- In so far as observations made in paragraph IV (d) of the Report of Regional Director is concerned, the Petitioner Companies, Second Transferor Company, i.e. Mrs. Jawala Real Estate Private Limited through its Counsel submit that the Company has sent notice of Company Scheme Application to relevant income tax authorities in New Delhi via Registered Post. The copy of postal receipt was attached at Annexure E of the Affidavit of Service filed by the Company after sending of all notices post submission of Company Scheme Application No. 474 by the Hon'ble Mumbai Bench of the NCLT.
  - In so far as observations made in paragraph IV (e) of the Report of Regional Director is concerned, the First Transferor Company, Second Transferor Company, Fourth Transferor Company and the Transferee Company through their Counsel submit that all the projects which are required to be registered are registered under the relevant provisions of the Real Estate (Regulation and Development) Act, 2016 and the Petitioner Companies are filing all returns/reports as mandated in the said Act in a time bound manner. The Petitioner Companies undertake to comply with all applicable provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations framed thereunder.
  - The observations made by the Regional Director have been explained by the Petitioner Companies in paragraphs 9 to 13 above. The clarifications and undertakings given by the Petitioner Companies are hereby accepted.
  - The Official Liquidator has filed his report stating therein that the Affidavits of the Transferor Companies have been conducted in a proper manner and that the Transferor Companies may be ordered to be dissolved by this Tribunal.
  - From the material on record, the Scheme appears to be fair and reasonable and is not violative of any provisions of law and is not contrary to public policy. None of the parties concerned have come forward to oppose the Scheme.
  - Since all the requisite statutory compliances have been fulfilled, Company Scheme Petition No. 810 of 2017 and Company Scheme Petition No. 808 of 2017 and Company Scheme Petition No. 841 of 2017, Company Scheme Petition No. 809 of 2017 and Company Scheme Petition No. 843 of 2017 filed by the Petitioner Companies are made absolute in terms of prayer clause (a) of the respective Petitions.

Page 3 of 4



- The Petitioner Companies to lodge a copy of this order and the Scheme duly authorized by the Deputy Director, National Company Law Tribunal, Mumbai Bench, with the concerned Superintendent of Stamps for the purpose of adjudication of stamp duty payable, if any, on the same within 60 days from the date of receipt of the order.
- Petitioner Companies are directed to file a copy of this order along with a copy of the Scheme with the concerned Registrar of companies, electronically, along with e-form INC-28 in addition to the physical copy, within 30 days from the date of issuance of the order by the Registrar.
- The Petitioner Companies to pay costs of Rs. 25,000/- each to the Regional Director, Western Region, Mumbai. The Petitioner Companies to Company Scheme Petition No. 810, 808, 841 & 809 of 2017 to pay sum of Rs. 25,000/- each to the Official Liquidator, High Court, Mumbai. The costs to be paid within four weeks from the date of order.
- All authorities concerned to act on a copy of this order along with Scheme duly authorized by the Deputy Director, National Company Law Tribunal, Mumbai Bench.

88/- 88/-  
V. Nalinsampath, Member (T) B.S.V. Prakash Kumar, Member (C)  
Date: 18.10.2017



True Copy  
No. of Indication: 18-10-2017  
No. of Pages: 6  
Stamp duty paid for collection on: 24-10-2017  
Date of issue: 24-10-2017  
Deputy Director  
NCLT Co. P. 9 Law Tribunal, Mumbai Bench

**SCHEME OF AMALGAMATION  
OF  
KUNDAN REALTORS PRIVATE LIMITED  
AND  
JAWALA REAL ESTATE PRIVATE LIMITED  
AND  
LODHA AVIATION PRIVATE LIMITED  
AND  
SARVAVASA BUILDTech & FARMS PRIVATE LIMITED  
WITH  
LODHA DEVELOPERS PRIVATE LIMITED  
AND  
THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS  
(Under Sections 391 to 394 and other applicable provision of Companies Act, 1956  
and the Companies Act, 2013)**

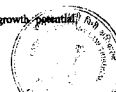
**1. PREAMBLE**  
The Scheme of Amalgamation ("Scheme") is presented under Sections 391 to 394 of the Companies Act, 1956 and other applicable provisions of the Companies Act, 1956 and the Companies Act, 2013, applicable as the case may be, for amalgamation of Kundan Realtors Private Limited (KRPL) and Jawala Real Estate Private Limited (JREPL) and Lodha Aviation Private Limited (LAPL) and Sarvavasa Buildtech & Farms Private Limited (SBFPL) with Lodha Developers Private Limited (LDPL).

**2. DESCRIPTION OF THE COMPANIES**  
2.1 Kundan Realtors Private Limited ("the First Transferor Company") is a private limited company which is incorporated with the object of carrying on the

- business of real estate development and construction activities along with development rights and infrastructure facilities.
- Jawala Real Estate Private Limited ("the Second Transferor Company") is a private limited company which is carrying on the business of builders, contractors, architects, Estate agents, decorators and surveyors, to trade in land and other immovable property and any interest therein.
  - Lodha Aviation Private Limited ("the Third Transferor Company") is a private limited company incorporated with the objects of carrying on the business of civil aviation, leasing crafts used in air transport and providing aviation related services.
  - Sarvavasa Buildtech & Farms Private Limited ("the Fourth Transferor Company") is a private limited company which is engaged in the business of real estate development and construction activities and trading of building materials.
  - Lodha Developers Private Limited ("the Transferor Company") is a private limited company which is engaged in the business of real estate development and construction activities, trading of building material and dealing in transferable development rights.

**3. RATIONALE OF THE SCHEME**  
The rationale of the proposed Scheme is as under:

- The Scheme will consolidate and simplify the group structure;
- The Scheme will result in elimination of multiple entities in the group which will eliminate duplication of administrative functions and reduction in the multiplicity of legal and regulatory compliances required at present to be carried out by the Transferor Companies and the Transferee Company.
- Achieving operational and management efficiency; and
- Synergies arising out of consolidation of business, such as, enhancement of net worth of the combined business to capitalise on future growth potential, optimal utilisation of resources.



4. PARTS OF THE SCHEME

This Scheme of Amalgamation is divided into the following parts:

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

**PART I  
DEFINITIONS OF THE SCHEME**

1. DEFINITIONS

In this Scheme, unless inconsistent with the subject or context, the following expressions shall have the following meaning:

- 1.1 "Act" means the Companies Act, 1956 or the Companies Act, 2013 as in force from time to time. As on the date of approval of this Scheme by the respective Board of Directors of the Transferor Companies and the Transferee Company, Sections 391 and 394 of the Companies Act, 1956 continue to be in force with the corresponding provisions of the Companies Act, 2013 not having been notified. References in this Scheme to particular provisions of the Act are references to particular provisions of the Companies Act, 1956 unless stated otherwise. Upon such provisions standing re-enacted by enforcement of provisions of the Companies Act, 2013, such references shall unless a different intention appears be construed as references to the provisions so re-enacted.
- 1.2 "Appointed Date" in respect of the amalgamation of First, Second and Third Transferor Company means the 1<sup>st</sup> day of April 2016 or such other date as may be fixed or approved by the High Court or National Company Law Tribunal, as and when applicable; while for amalgamation of Fourth Transferor Company it means the 1<sup>st</sup> day of July 2016 or such other date as may be fixed or approved by the High Court or National Company Law Tribunal, as and when applicable.



3

- 1.10 "LDPL" or "Transferee Company" means Lodha Developers Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 412, Floor - 4, 17G, Vardhaman Chamber Cawasji Patel Road, Horniman Circle, Fort, Mumbai - 400 001.

- 1.11 "Scheme" or "the Scheme" or "this Scheme" means this Scheme of Amalgamation in its present form or with any modification(s) made under Clause 16 of this Scheme as approved or directed by the High Court. All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act and other applicable laws, rules, regulations, bye-laws, as the case may be or any statutory modification or re-enactment thereof from time to time.

- 1.12 "Transferor Companies" means the First Transferor Company, the Second Transferor Company, the Third Transferor Company and the Fourth Transferor Company collectively referred to as "Transferor Companies".

2. DATE OF TAKING EFFECT AND OPERATIVE DATE

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

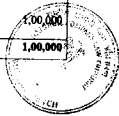
**PART II**

**AMALGAMATION OF THE TRANSFEROR COMPANIES WITH THE  
TRANSFEE COMPANY**

3. SHARE CAPITAL

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

Particulars	Amount in (Rs)
Authorised Capital	
10,000 Equity Shares of Rs.10 each	1,00,000
<b>TOTAL</b>	<b>1,00,000</b>



5

Subsequent to March 31, 2016, there has been no change in its authorised, issued, subscribed and paid-up share capital.

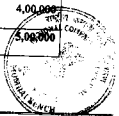
- 3.6 The entire equity share capital of the Third Transferor Company is held by the Transferee Company.

- 3.7 The share capital of SBFPL as on March 31, 2016 was as under:

Particulars	Amount in (Rs)
Authorised Capital	
10,000 Equity Shares of Rs.10 each	1,00,000
40,000 Preference Shares of Rs.10 each	4,00,000
<b>TOTAL</b>	<b>5,00,000</b>
Issued, Subscribed and Paid up Capital	
10,000 Equity Shares of Rs.10 each, fully paid up	1,00,000
40,000 0% Optionally Convertible Redeemable Preference Shares of Rs.10 each, fully paid up	4,00,000
<b>TOTAL</b>	<b>5,00,000</b>

Pursuant to the amalgamation of Krona Realities Pvt. Ltd. with Servavaas Buildtech & Farms Private Limited with effect from 8<sup>th</sup> April, 2016, the authorised, issued, subscribed and paid-up share capital is modified as under:

Particulars	Amount in (Rs)
Authorised Capital	
12,82,400 Equity Shares of Rs.10 each	1,28,24,000
40,000 Preference Shares of Rs.10 each	4,00,000
<b>TOTAL</b>	<b>1,32,24,000</b>
Issued, Subscribed and Paid up Capital	
10,000 Equity Shares of Rs.10 each, fully paid up	1,00,000
40,000 0% Optionally Convertible Redeemable Preference Shares of Rs.10 each, fully paid up	4,00,000
<b>TOTAL</b>	<b>5,00,000</b>



7

- 1.3 "Board" means the respective Board of Directors of Transferor Companies and Transferee Company or any Committee of Directors constituted or appointed and authorized to take any decision for the implementation of this Scheme on behalf of such Board of Directors.

- 1.4 "Court" or "High Court" means the High Court of Judicature at Bombay and shall include the National Company Law Tribunal, if applicable.

- 1.5 "Effective Date" means the date on which the certified copies of the orders sanctioning this Scheme, passed by the High Court or the National Company Law Tribunal, if applicable, are filed with the Registrar of Companies, Mumbai by the Transferor Companies, the Transferee Company collectively.

References in this Scheme to the date of "coming into effect of this Scheme" or "upon the Scheme being effective" shall mean the Effective Date;

- 1.6 "KRPL" or "First Transferor Company" means Kundan Realtors Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 412, Floor - 4, 17G, Vardhaman Chamber Cawasji Patel Road, Horniman Circle, Fort, Mumbai - 400 001.

- 1.7 "JREPL" or "Second Transferor Company" means Jawals Real Estate Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 412, Floor - 4, 17G, Vardhaman Chamber Cawasji Patel Road, Horniman Circle, Fort, Mumbai - 400 001.

- 1.8 "LAPL" or "Third Transferor Company" means Lodha Aviation Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 412, Floor - 4, 17G, Vardhaman Chamber Cawasji Patel Road, Horniman Circle, Fort, Mumbai - 400 001.

- 1.9 "SBFPL" or "Fourth Transferor Company" means Servavaas Buildtech & Farms Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 412, Floor - 4, 17G, Vardhaman Chamber Cawasji Patel Road, Horniman Circle, Fort, Mumbai - 400 001.



4

Particulars	Amount in (Rs)
Issued, Subscribed and Paid up Capital	
10,000 Equity Shares of Rs.10 each, fully paid up	1,00,000
<b>TOTAL</b>	<b>1,00,000</b>

Subsequent to March 31, 2016, there has been no change in its authorised, issued, subscribed and paid-up share capital.

- 3.2 The entire equity share capital of the First Transferor Company is held by the Transferee Company.

- 3.3 The share capital of JREPL as on March 31, 2016 was as under:

Particulars	Amount in (Rs)
Authorised Capital	
24,06,00,000 Equity Shares of Rs.10 each	240,60,00,000
<b>TOTAL</b>	<b>240,60,00,000</b>
Issued, Subscribed and Paid up Capital	
24,06,00,000 Equity Shares of Rs.10 each, fully paid up	240,60,00,000
<b>TOTAL</b>	<b>240,60,00,000</b>

Subsequent to March 31, 2016, there has been no change in its authorised, issued, subscribed and paid-up share capital.

- 3.4 The entire share capital of Second Transferor Company is held by the First Transferor Company.

- 3.5 The share capital of LAPL as on March 31, 2016 was as under:

Particulars	Amount in (Rs)
Authorised Capital	
96,00,000 Equity Shares of Rs.10 each	9,60,00,000
<b>TOTAL</b>	<b>9,60,00,000</b>
Issued, Subscribed and Paid up Capital	
96,00,000 Equity Shares of Rs.10 each, fully paid up	9,60,00,000
<b>TOTAL</b>	<b>9,60,00,000</b>

Subsequent to March 31, 2016, there has been no change in its authorised, issued, subscribed and paid-up share capital.

- 3.8 The entire equity and preference share capital of Fourth Transferor Company is held by the Transferee Company.

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

Particulars	Amount in (Rs)
Authorised Capital	
30,06,40,440 Equity Shares of Rs.5 each	150,32,02,200
2,08,00,000 Preference Shares of Rs.5 each	10,40,00,000
<b>TOTAL</b>	<b>160,72,02,200</b>
Issued, Subscribed and Paid up Capital	
21,62,16,000 Equity Shares of Rs.5 each, fully paid up	108,10,80,000
2,00,00,000 Zero Coupon Optionally Convertible Redeemable Preference Shares of Rs.5 each, fully paid up	10,00,00,000
<b>TOTAL</b>	<b>118,10,80,000</b>

Pursuant to the amalgamation of Lodha Building and Construction Private Limited, Mahavir Premises Private Limited and Lodha Land Developers Private Limited with Lodha Developers Private Limited with effect from 20<sup>th</sup> June, 2016, the authorised, issued, subscribed and paid-up share capital is modified as under:

Particulars	Amount in (Rs)
Authorised Capital	
30,07,20,440 Equity Shares of Rs.5 each	150,36,02,200
2,10,40,000 Preference Shares of Rs.5 each	10,52,00,000
<b>TOTAL</b>	<b>160,88,02,200</b>
Issued, Subscribed and Paid up Capital	
21,62,16,000 Equity Shares of Rs.5 each, fully paid up	108,10,80,000
2,00,00,000 Zero Coupon Optionally Convertible Redeemable Preference Shares of Rs.5 each, fully paid up	10,00,00,000
<b>TOTAL</b>	<b>118,10,80,000</b>



8

4. TRANSFER AND VESTING

4.1 With effect from the Appointed Date and upon the Scheme becoming effective, the respective businesses and undertakings of the Transferor Companies, shall, under the provisions of Sections 391 and 394 and other applicable provisions, if any, of the Act, and pursuant to the orders of the High Court or other appropriate authority, if any, sanctioning the Scheme shall without any further act, deed, matter or thing, stand transferred to and vested in and/or deemed to be transferred to and vested in the Transferee Company so as to become the properties and liabilities of the Transferee Company in accordance with the provisions of Section 2(1B) of the Income-tax Act, 1961.

4.2 With effect from the Appointed Date, the whole of the respective undertakings of the Transferor Companies, as a going concern, including its business, all secured and unsecured debts, liabilities, duties and obligations and all the assets, properties, rights, titles and benefits, whether movable or immovable, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible, present or contingent and including but without being limited to land and building (whether owned, leased, licensed) all fixed and movable plant and machinery, vehicles, fixed assets, work in progress, current assets, investments, reserves, provisions, funds, licenses, registrations, copyrights, patents, trademarks and other rights and licenses in respect thereof, applications for copyrights, patents, trademarks, leases, licenses, tenancy rights, premise, ownership flats, hire purchase and lease arrangements, lending arrangements, joint venture agreements, benefits of security arrangements, computers, office equipment, telephones, telexes, facsimile connections, communication facilities, equipment and installations and utilities, electricity, water and other service connections, benefits of agreements, contracts and arrangements, powers, authorities, permits, allotments, approvals, consents, privileges, liberties, advantages, easements and all rights, title, interest, goodwill, benefit and advantage, deposits, loans, provisions, advances, receivables, funds, cash, bank balances, accounts and all other rights, benefits of all agreements, subsidies, grants, tax credits

9

thereof pursuant to this Scheme. In so far as the various incentives, subsidies, rehabilitation Schemes, special status and other benefits or privileges enjoyed, granted by any Government body, local authority or by any other person, or availed of by the Transferor Companies, as the case may be, are concerned, the same shall vest with and be available to the Transferee Company on the same terms and conditions.

4.4 With effect from the Appointed Date, all respective debts, liabilities (including contingent liabilities), duties and obligations of every kind, nature and description of the Transferor Companies, shall be deemed to have been transferred to the Transferee Company and to the extent they are outstanding on the Effective Date shall, without any further act, deed, matter or thing be and stand transferred to the Transferee Company and shall become the liabilities and obligations of the Transferee Company which undertakes to meet, discharge and satisfy the same and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities and obligations have arisen in order to give effect to the provisions of this Clause.

4.5 Where any of the respective debt, liabilities (including contingent liabilities), duties and obligations of the Transferor Companies as on the Appointed Date, deemed to be transferred to the Transferee Company have been discharged by the Transferor Companies, after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Transferee Company, and all loans raised and used and all liabilities and obligations incurred by the Transferor Companies after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used or incurred for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall also without any further act, deed, matter or thing shall stand transferred to the Transferee Company and shall become the liabilities and

11

deeds as may be required, including the filing of necessary particulars and/or modification(s) of charge, with the Registrar of Companies, Mumbai to give formal effect to the above provisions.

4.10 The provisions of this Scheme as they relate to the merger of the Transferor Companies into Transferee Company, have been drawn up to comply with the conditions relating to "amalgamation" as defined under Section 2(1B) of the Income-tax Act, 1961. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section of the Income-tax Act, 1961, at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said Section of the Income-tax Act, 1961, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the Income-tax Act, 1961. Such modification will, however, not affect the other parts of the Scheme.

4.11 Upon the Scheme being sanctioned and taking effect the Transferee Company shall be entitled to operate all Banks Accounts related to the Transferor Companies and all cheques, drafts, pay orders, direct and indirect tax balances and/or payment advices of any kind or description issued in favour of the Transferor Companies, either before or after the Appointed Date, or in future, may be deposited with the Bank of the Transferee Company and credit of all receipts there-under will be given in the accounts of the Transferee Company.

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

##### For Equity Shareholders of Transferor Companies

Since the Transferor Companies are the wholly owned subsidiaries of the Transferee Company, on amalgamation, neither any consideration will be paid nor any shares shall be issued by the Transferee Company to the equity shareholders of the Transferor Companies in consideration thereof and consequently upon the amalgamation, the equity shares of the Transferor Companies held by the

13

(including but not limited to benefits of tax relief including under the Income-tax Act, 1961 such as credit for advance tax, minimum alternate tax, taxes deducted at source, etc., benefits under the Sales Tax Act, sales tax set off, benefits of any unutilised MODVAT/CENVAT/Service tax credits, etc.), software license, domain / website etc all files, papers, records engineering and catalogues, data quotations sales / advertisement materials and

former customers (price information) / suppliers (credit information) other records whether in physical, electronic form in connection / relating to the Transferor Companies and other claims and powers, of whatsoever nature and whatsoever situated belonging to or in the possession of or granted in favour of or enjoyed by the Transferor Companies, whether in India or abroad as on the Appointed Date, shall, under the provisions of sections 391 to 394 of the Act and all other applicable provisions, if any, of the Act, and without any further act or deed, be transferred to and vested in and / or be deemed to be transferred to and vested in the Transferee Company as a going concern so as to become as from the Appointed Date the undertaking of the Transferee Company and to vest in the Transferee Company all the rights, title, interest or obligations of the Transferor Companies therein.

4.3 With effect from the Appointed Date and upon the Scheme becoming effective, any statutory licences, permissions, approvals, quotas or consents to carry on the respective operations and business of the Transferor Companies shall stand vested in or transferred to the Transferee Company without any further act or deed and shall be appropriately mutated by the Statutory Authorities concerned in favour of the Transferee Company. The benefit of all statutory and regulatory permissions, factory licences, environmental approvals and consents, sales tax, service tax, excise registrations or other licences and consents shall vest in and shall be fully enforced as fully and effectually as if instead of the Transferor Companies, the Transferee Company had been the party thereto or the beneficiary or obligee

10

obligations of the Transferee Company which undertakes to meet, discharge and satisfy the same and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such loans and liabilities have arisen in order to give effect to the provisions of this Clause.

4.6 All the assets and properties which are acquired by the Transferor Companies, on or after the Appointed Date but prior to the Effective Date shall be deemed to be and shall become the assets and properties of the Transferee Company and shall under the provisions of Sections 391 to 394 and all other applicable provisions if any of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company upon the coming into effect of this Scheme pursuant to the provisions of Sections 391 to 394 of the Act.

4.7 Loans, advances and other obligations if any, due or which may at any time in future become due between the Transferor Companies and the Transferee Company shall stand cancelled and there shall be no liability in that behalf on either party.

4.8 The transfer and vesting of the undertakings of the Transferor Companies as aforesaid shall be subject to the existing securities, charges, mortgages and other encumbrances if any, subsisting over or in respect of the property and assets or any part thereof to the extent such securities, charges, mortgages, encumbrances are created to secure the liabilities forming part of the Transferor Companies. Provided always that this Scheme shall not operate to enlarge the scope of security for any loan, deposit or facility availed of by the Transferor Companies and the Transferee Company shall not be obliged to create or provide any further or additional security therefore after the Effective Date or otherwise.

4.9 Without prejudice to the provisions of the foregoing clauses and upon the effectiveness of this Scheme, the Transferor Companies and the Transferee Company shall execute all such instruments or documents as may be required

12

Transferee Company and Transferor Companies, shall stand cancelled upon the Scheme becoming effective.

##### For Preference Shareholders of Fourth Transferor Company

Since the entire preference share capital of Fourth Transferor Company is held by the Transferee Company, on amalgamation, neither any consideration will be paid nor any shares shall be issued by the Transferee Company to the preference shareholders of the Fourth Transferor Company in consideration thereof and consequent upon the amalgamation, the preference shares of the Fourth Transferor

Company held by the Transferee Company shall stand cancelled upon the Scheme becoming effective.

#### 6. ACCOUNTING TREATMENT

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

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

6.2 Upon the coming into effect of this Scheme and with effect from the Appointed Date, all the inter-company balances, loans and advances, investments and transactions if any, shall stand cancelled.

6.3 The difference between the share capital of the Transferor Companies and investment in the Transferor Companies shall be adjusted in the reserves of the Transferee Company.

6.4 In case of any differences in the accounting policies between the Transferor Companies and the Transferee Company, the impact of the same will, the

14

Appointed Date of amalgamation will be quantified and adjusted in the reserves of the Transferee Company to ensure that the financial statements of the Transferee Company reflect the true financial position on the basis of consistent accounting policies.

**7. AGGREGATION OF AUTHORISED CAPITAL**

7.1 Upon this Scheme becoming effective, the authorized share capital of the Transferor Companies shall stand consolidated and vested in and be merged with the authorized share capital of the Transferee Company and shall be reclassified as consisting of equity shares of Rs. 5 and preference shares of Rs.5 each without any further act, instrument or deed on the part of the Transferee Companies including without payment of stamp duty and fees payable to Registrar of Companies, and the Memorandum of Association and Articles of Association of the Transferee Company (relating to the authorised share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended, pursuant to Section 16, Section 31 and Section 94 of the Companies Act, 1956 (Corresponding notified Section 13, Section 14 and Section 61 respectively of the Companies Act, 2013) or any other applicable provisions of the Act, as the case may be and for this purpose the stamp duties and fees paid on the authorised share capital of the Transferor Companies shall be utilised and applied to the increased authorised share capital of the Transferee Company and no payment of any extra stamp duty and/or fee shall be payable by the Transferee Company for increase in the authorised share capital to that extent.

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

Authorized Share Capital	Amount in Rs.
80,37,05,240 Equity Shares of Rs.5 each, fully paid up	40,18,52,62,000
2,11,20,000 Preference Shares of Rs.5 each, fully paid up	10,56,00,000
<b>TOTAL</b>	<b>41,24,12,62,000</b>

before the Effective Date, shall continue in full force and effect on or against or in favor of, as the case may be, the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Companies, the Transferee Company had been a party or beneficiary or obligee thereto or there under.

9.2 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, all consents, permissions, licenses, certificates, clearances, authorities, power of attorney given by, issued to or executed in favour of the Transferor Companies shall stand

transferred to the Transferee Company, as if the same were originally given by, issued to or executed in favour of the Transferee Company and the Transferee Company shall be bound by the terms thereof, the obligations and duties there under, and the rights and benefits under the same shall be available to the Transferee Company. The Transferee Company shall make applications and do all such acts or things which may be necessary to obtain relevant approvals from the concerned Governmental Authorities as may be necessary in this behalf.

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

**10. TREATMENT OF STAFF, WORKMEN AND EMPLOYEES**

10.1 On the Scheme becoming effective, all staff, workmen and employees of the Transferor Companies, who are in service on the date immediately preceding the Effective Date shall become staff, workmen and employees of the Transferee

11.3 All profits and cash accruing to or losses arising or incurred (including the effect of taxes if any thereon), by the Transferor Companies, shall for all purposes, be treated as the profits/cash, taxes or losses of the Transferee Company.

**12. TREATMENT OF TAXES**

12.1 Any tax liabilities under the Income-tax Act, 1961, Wealth Tax Act, 1957, Customs Act, 1962, Central Excise Act, 1944, Maharashtra Value Added Tax Act, 2002, Central Sales Tax Act, 1956, any other state Sales Tax / Value Added Tax laws, Service Tax, Stamp Laws or other applicable laws/ regulations (hereinafter in this Clause referred to as "Tax Laws") dealing with taxes/ duties/ levies allocable or related to the business of the Transferor Companies to the extent not provided for or covered by tax provision in the Accounts made as on the date immediately preceding the Appointed Date shall be transferred to Transferee Company.

12.2 All taxes (including income tax, wealth tax, sales tax, excise duty, customs duty, service tax, value added tax (VAT), etc.) paid or payable by the Transferor Companies in respect of the operations and/or the profits of the business on and from the Appointed Date, shall be on account of the Transferee Company and, in so far as it relates to the tax payment (including without limitation income tax, wealth tax, sales tax, excise duty, customs duty, service tax, VAT, etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Companies in respect of the profits or activities or operation of the business on and from the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company, and, shall, in all proceedings, be dealt with accordingly.

12.3 Any refund under the Tax Laws due to the Transferor Companies consequent to the assessments made on the Transferor Companies and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.

It is clarified that the consent of the shareholders to the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment, and no further resolution(s) under Section 16, Section 31 and Section 94 of the Companies Act, 1956 (Corresponding notified Section 13, Section 14 and Section 61, respectively, of the Companies Act, 2013) or any other applicable provisions of the Act, would be required to be separately passed. Further, in the event of any increase in the authorised share capital of any Transferor Company before the Effective Date, on sanctioning of the any other Scheme by the High Court, such increase shall be given effect to while aggregating the authorised share capital.

**8. LEGAL PROCEEDINGS**

8.1 All legal proceedings of whatsoever nature by or against the Transferor Companies pending and/or arising on or before the Effective Date shall not abate or be discontinued or be in any way prejudicially affected by reason of the Scheme or by anything contained in this Scheme but shall be continued and enforced by or against the Transferee Company in the manner and to the same extent as would or might have been continued and enforced by or against the Transferor Companies, if this Scheme had not been made.

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

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

9.1 Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, insurance policies, indemnities, guarantees, arrangements and other instruments, whether pertaining to immovable properties or otherwise of whatsoever nature in which the Transferor Companies are a party or to the benefit of which the Transferor Companies may be eligible, and which are subsisting or have effect immediately

Company, without any break or interruption in their services, on same terms and conditions on which they are engaged as on the Effective Date. The Transferee Company further agrees that for the purpose of payment of any retirement benefit / compensation, such immediate uninterrupted past services with the Transferor Companies shall also be taken into account.

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

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

With effect from the Appointed Date upto the Effective Date:

11.1 The Transferor Companies undertake to preserve and carry on its business, with reasonable diligence and business prudence and shall not undertake financial commitments or sell, transfer, alienate, charge, mortgage, or encumber or otherwise deal with or dispose of any undertaking or any part thereof save and except in each case:

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

11.2 The Transferor Companies shall carry on and be deemed to have carried on all business and activities and shall stand possessed of all the assets, rights, title and interest for and on account of, and in trust for the Transferee Company.

12.4 Without prejudice to the generality of the above, all benefits including under the income tax (including credit for advance tax, minimum alternate tax credit, tax deducted at source, etc.) sales tax, excise duty, customs duty, service tax, VAT, etc., to which the Transferor Companies is entitled to in terms of the applicable Tax Laws of the Union and State Governments, shall be available to and vest in the Transferee Company.

**13. SAVING OF CONCLUDED TRANSACTIONS**

13.1 The transfer and vesting of the assets, liabilities and obligations pertaining/relating to the Transferor Companies, pursuant to this Scheme, and the continuance of the proceedings by or against the Transferee Company, under Clause 8 hereof shall not affect any transactions or proceedings already completed by the Transferor

Companies, on and after the Appointed Date to the end and intent that the Transferee Company accepts all acts, deeds and things done and executed by and/or on behalf of the Transferor Companies, as acts, deeds and things done and executed by and on behalf of the Transferee Company.

**PART III  
GENERAL TERMS AND CONDITIONS**

**14. DISSOLUTION WITHOUT WINDING UP OF THE TRANSFEROR COMPANIES**

The Transferor Companies shall be dissolved without winding up, on an order made by the High Court under section 394 of the Act (or any corresponding provision of the Companies Act, 2013 as may be notified).

**15. APPLICATION TO THE HIGH COURT**

Companies involved under this arrangement (i.e. Transferor Companies and Transferee Company) shall make applications / petitions, wherever required, under Sections 391 to 394 and other applicable provisions of the Act to the High Court for sanction of this Scheme and for dissolution of the Transferor Companies.

**16. MODIFICATION / AMENDMENT TO THE SCHEME**

- 16.1 Subject to approval of the High court, the Transferor Companies or the Transferee Company, through their respective Board of Directors, may consent, on behalf of all persons concerned, to any modifications or amendments of the Scheme or to any conditions or limitations that the High Court may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them (i.e. the Board of Directors) and solve all difficulties that may arise for carrying out the Scheme and do all acts, deeds and things necessary for putting the Scheme into effect.
- 16.2 For the purpose of giving effect to this Scheme or to any modification thereof, the Board of Directors of the Transferee Company may give and are authorised to give such directions including directions for settling any question of doubt or difficulty that may arise.

**17. CONDITIONALITY OF THE SCHEME**

- The Scheme is conditional upon and subject to the following:
- 17.1 The Scheme being approved by the requisite consent of the members and/or creditors of the Transferor Companies or the Transferee Company as may be directed by the High Court.
- 17.2 The sanction of the High Court under Section 391 to 394 of the Act in favour of Transferor Companies or Transferee Company, as the case may be, under the said provisions and to the necessary order under Section 394 of the Act being obtained;
- 17.3 The requisite consent, approval or permission of any other statutory or regulatory authority, which by law may be necessary for the implementation of this Scheme.
- 17.4 Certified copy of the order of the High Court sanctioning the Scheme being filed with the Registrar of Companies, Mumbai respectively by the Transferor Companies and the Transferee Company.

**18. EFFECT OF NON-RECEIPT OF APPROVALS / SANCTIONS**



In the event of any of the said sanctions and approvals referred to in the preceding Clause not being obtained and/ or the Scheme not being sanctioned by the High Court, this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and/or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law. Each party shall bear and pay its respective costs, charges and expenses for and or in connection with the Scheme.

**19. COSTS, CHARGES & EXPENSES**

All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed), incurred in carrying out and implementing this Scheme and matters incidentals thereto, shall be borne by the Transferee Company.



18-10-2017  
21  
Approved by the  
Deputy Registrar  
24-10-2017  
24-10-2017  
Deputy Registrar  
National Company Law Tribunal, Mumbai Bench

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,  
MUMBAI BENCH  
IN  
COMPANY SCHEME PETITION NO 808 OF 2017

In the matter of the Companies Act, 2013;  
AND  
In the matter of Sections 230 to 232 of the Companies Act 2013 and other applicable provisions of the Companies Act 2013;  
AND  
In the matter of Section 391 to 394 and other applicable provisions of the Companies Act, 1956;  
AND  
In the matter of Scheme of Amalgamation ("Scheme") of Kundan Realtors Private Limited and Jawala Real Estate Private Limited and Lodha Aviation Private Limited and Saravastha Buildtech & Farms Private Limited with Lodha Developers Private Limited and their respective shareholders and creditors.

Jawala Real Estate Private Limited .....Petitioner Company

CERTIFIED COPY OF ORDER DATED 18<sup>th</sup> DAY OF OCTOBER 2017 AND THE SCHEME ANNEXED TO THE PETITION

HEMANT SETHI & CO.  
ADVOCATES FOR PETITIONERS  
PH: 9820244453



Sl. No.	Name of the Party	Address	Signature	Date
1	...	...	...	...
2	...	...	...	...
3	...	...	...	...
4	...	...	...	...
5	...	...	...	...
6	...	...	...	...
7	...	...	...	...
8	...	...	...	...
9	...	...	...	...
10	...	...	...	...
11	...	...	...	...
12	...	...	...	...
13	...	...	...	...
14	...	...	...	...
15	...	...	...	...
16	...	...	...	...
17	...	...	...	...
18	...	...	...	...
19	...	...	...	...
20	...	...	...	...
21	...	...	...	...
22	...	...	...	...
23	...	...	...	...
24	...	...	...	...
25	...	...	...	...
26	...	...	...	...
27	...	...	...	...
28	...	...	...	...
29	...	...	...	...
30	...	...	...	...
31	...	...	...	...
32	...	...	...	...
33	...	...	...	...
34	...	...	...	...
35	...	...	...	...
36	...	...	...	...
37	...	...	...	...
38	...	...	...	...
39	...	...	...	...
40	...	...	...	...
41	...	...	...	...
42	...	...	...	...
43	...	...	...	...
44	...	...	...	...
45	...	...	...	...
46	...	...	...	...
47	...	...	...	...
48	...	...	...	...
49	...	...	...	...
50	...	...	...	...

Sl. No.	Name of the Party	Address	Signature	Date
1	...	...	...	...
2	...	...	...	...
3	...	...	...	...
4	...	...	...	...
5	...	...	...	...
6	...	...	...	...
7	...	...	...	...
8	...	...	...	...
9	...	...	...	...
10	...	...	...	...
11	...	...	...	...
12	...	...	...	...
13	...	...	...	...
14	...	...	...	...
15	...	...	...	...
16	...	...	...	...
17	...	...	...	...
18	...	...	...	...
19	...	...	...	...
20	...	...	...	...
21	...	...	...	...
22	...	...	...	...
23	...	...	...	...
24	...	...	...	...
25	...	...	...	...
26	...	...	...	...
27	...	...	...	...
28	...	...	...	...
29	...	...	...	...
30	...	...	...	...
31	...	...	...	...
32	...	...	...	...
33	...	...	...	...
34	...	...	...	...
35	...	...	...	...
36	...	...	...	...
37	...	...	...	...
38	...	...	...	...
39	...	...	...	...
40	...	...	...	...
41	...	...	...	...
42	...	...	...	...
43	...	...	...	...
44	...	...	...	...
45	...	...	...	...
46	...	...	...	...
47	...	...	...	...
48	...	...	...	...
49	...	...	...	...
50	...	...	...	...

Sl. No.	Name of the Party	Address	Signature	Date
1	...	...	...	...
2	...	...	...	...
3	...	...	...	...
4	...	...	...	...
5	...	...	...	...
6	...	...	...	...
7	...	...	...	...
8	...	...	...	...
9	...	...	...	...
10	...	...	...	...
11	...	...	...	...
12	...	...	...	...
13	...	...	...	...
14	...	...	...	...
15	...	...	...	...
16	...	...	...	...
17	...	...	...	...
18	...	...	...	...
19	...	...	...	...
20	...	...	...	...
21	...	...	...	...
22	...	...	...	...
23	...	...	...	...
24	...	...	...	...
25	...	...	...	...
26	...	...	...	...
27	...	...	...	...
28	...	...	...	...
29	...	...	...	...
30	...	...	...	...
31	...	...	...	...
32	...	...	...	...
33	...	...	...	...
34	...	...	...	...
35	...	...	...	...
36	...	...	...	...
37	...	...	...	...
38	...	...	...	...
39	...	...	...	...
40	...	...	...	...
41	...	...	...	...
42	...	...	...	...
43	...	...	...	...
44	...	...	...	...
45	...	...	...	...
46	...	...	...	...
47	...	...	...	...
48	...	...	...	...
49	...	...	...	...
50	...	...	...	...



GOVERNMENT OF INDIA  
MINISTRY OF CORPORATE AFFAIRS

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

Corporate Identity Number: U45200MH1995PLC093041  
Fresh Certificate of Incorporation Consequent upon Conversion from Private Company to Public Company

IN THE MATTER OF LODHA DEVELOPERS PRIVATE LIMITED

I hereby certify that LODHA DEVELOPERS PRIVATE LIMITED which was originally incorporated on Twenty 8th day of September One thousand nine hundred ninety-five under the Companies Act, 1956 as LODHA DEVELOPERS LIMITED and upon an intimation made for conversion into Public Limited Company under Section 18 of the Companies Act, 2013, and approval of Central Government signified in writing having been accorded thereto by the RoC - Mumbai vide SRN G78966165 dated 14.03.2018 the name of the said company is this day changed to LODHA DEVELOPERS LIMITED.

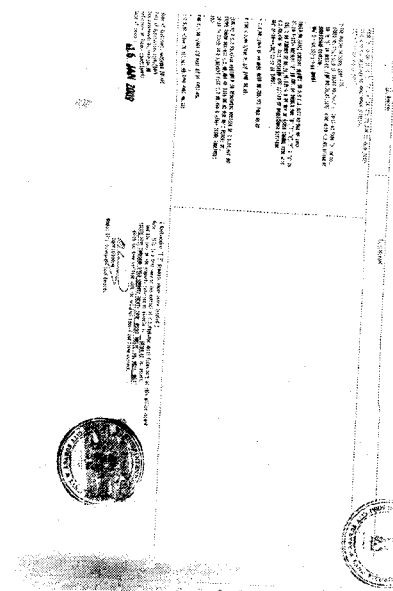
Given under my hand at Mumbai this Fourteenth day of March Two thousand eighteen.

DS MINISTRY OF CORPORATE AFFAIRS 23  
V T SAJEEVAN

Registrar of Companies  
RoC - Mumbai

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

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



GOVERNMENT OF INDIA  
MINISTRY OF CORPORATE AFFAIRS

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

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

Corporate Identification Number (CIN): U45200MH1995PLC093041

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

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

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

DS Ministry of Corporate Affairs 23  
V T SAJEEVAN

Registrar of Companies  
RoC - Mumbai

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

MACROTECH DEVELOPERS LIMITED

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







## Maharashtra Real Estate Regulatory Authority

### CERTIFICATE FOR EXTENSION OF REGISTRATION OF PROJECT FORM 'F' [See rule 7(2)]

This extension of registration is granted under section 6/7 of the Act, to the following project: *Project: Lodha Park, Plot Bearing / CTS / Survey / Final Plot No.: 464 part only at GSouth-400013, Ward GSouth, Mumbai City, 400013* registered with the regulatory authority vide project registration certificate bearing No **P51900001339** of

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

2. This renewal of registration is granted subject to the following conditions, namely:-

- The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 (2) of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
- The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (l) of sub-section (2) of section 4 read with Rule 5;

OR

That entire of the amounts to be realised hereinafter by me/promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

- The registration shall be valid up to **31/03/2023** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 6/7 of the Act read with rule 7 the Act.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- That the promoter shall take all the pending approvals from the competent authorities
- If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Dated: **16/04/2020**

Place: **Mumbai**

Signature valid  
Digitally Signed by  
Dr. Vasant Premchand Prabh  
Signature (Secretary, Maharashtra  
Date: 16-04-2020 10:50:46  
Maharashtra Real Estate Regulatory Authority