

**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

**Saloni Prajapati and Arani Halder** residing / having its address at **C-2202, Kanakia Silicon Valley, Behind Dr L H Hirandani Hospital, Triandaz, Powai, Mumbai - 400076 Maharashtra India** and assessed to income tax under permanent account number (PAN) **BXYPP9901K , AIZPH5950R** 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**"

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**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 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 7.1below.
- 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 15<sup>th</sup> day from the aforesaid 1<sup>st</sup> 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 whose 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: xxxxxx". 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 )

**Saloni Prajapati** )

**Arani Halder** )

In the presence of: )

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

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



## **Annexure 1**

### ***(Description of Larger Property)***

All that pieces and parcels of land bearing Cadastral Survey No. 1913 of Byculla division, in aggregate admeasuring 28,437 square meters or thereabouts (as per title documents) and 28,426.64 square meters or thereabouts (as per Survey Register) together with the structures standing thereon, situate between Maulana Azad Road (erstwhile Ripon Road), Near Jacob Circle (Saat Rashta) and Haines Road without the Fort and in the Registration Sub District of Bombay ("**Larger Property**").



## **Annexure 2**

*(Chain of Title)*

### **CS No. 1913**

By and under a Joint Development Agreement dated 5<sup>th</sup> July 2022, registered with the Sub- Registrar of Assurances at Mumbai – 3 under Serial No. BBE-3-12203 of 2022 (“**JDA**”), executed between Magnum Money Nest Private Limited (“**MMNPL**”) and Macrotech Developers Limited (“**MDL**”), MMNPL *inter alia* irrevocably granted assigned and transferred unto MDL (the Developers therein) the absolute and unencumbered rights to develop the said Larger Property admeasuring 28437.29 square meters or thereabouts more particularly described in the First Schedule thereunder written barring disputed area as mentioned therein and carry out development thereon being the project thereon permitted under the provisions of the Development Control and Promotion Regulations (DCR 2034) or such applicable laws together with exploiting, utilizing and consuming the whole of the development potential by whatever name called of / arising from the said Larger Property and to deal with, alienate, sell, lease, license or otherwise dispose of the premises comprising the project on the said Larger Property in any manner it may deem fit and proper for the benefit of parties in terms of the JDA and received consideration from the prospective purchasers for consideration and on the terms and conditions stated therein.

Pursuant thereto, by Irrevocable Powers of Attorney dated 5<sup>th</sup> July 2022 executed and registered under Serial No. BBE-3-12204 of 2022 on 05/07/2022 with the Office of Sub Registrar, Mumbai -3 by MMNPL (Owner therein) in favour of nominee/s of MDL (Developer therein) whereby MMNPL has appointed MDL as a true and lawful Attorney and conferred upon MDL powers and authorities to do and carry out all and any acts, deeds, matters and things for and on its behalf and in its name for development of the said Larger Property as stated therein in terms of the JDA.

### **Conclusion:**

In the premise aforesaid, the right, title and interest of MDL as the Developer for development of the said Larger Property is clear, marketable and without any encumbrances and MDL is well and sufficiently entitled to development rights in respect of the said Larger Property.



**FORMAT-A**  
Circular No. (28/2021)

To  
**Maha RERA,**  
Housefin Bhavan,  
Plot No. C - 21,  
Bandra Kurla Complex,  
Bandra (East),  
Mumbai 400051.

**LEGAL TITLE REPORT**

Sub.: Title Clearance Certificate with respect to ALL THAT piece and parcel land bearing Cadastral Survey No. 1913 admeasuring approximately 34,011 square yards, that is, 28,437.29 square meters (as per title documents), and 28,426.64 square meters (as per Survey Register) together with structures (including demolished structures) standing thereon situate between Ripon Road and Haines Road without the Fort and in Registration Sub District of Bombay and registered in the books of the Collector of Land Revenue under old nos. 227, 114, New nos. 13754, A13619, 13618, old survey nos. 360, 368 and new survey nos. 2/3493, 113494, and 4B13494 (that is, the First Land, the Second Land and the Third Land (all defined hereinafter) and assessed by the Assessor and Collector of Municipal Rates and Taxes under Ward nos. 4379(2), 4379(3), 4515(2), 4387, 438889, 4386-90, 4386, 4391 and street nos., 218(a) and (b), 1, C, 5, 4A, 1, 240A (respectively "Lands" and "Structures" and collectively "Property").

I have investigated the title of said property based on the request of Macrotech Developers Limited as Promoter/Developer/Company and for the same perused following documents i.e.:-

- Description of the Property** land bearing Cadastral Survey No. 1913 admeasuring approximately 34,011 square yards, that is, 28,437.29 square meters (as per title documents), and 28,426.64 square meters (as per Survey Register) together with structures (including demolished structures) standing thereon situate between Ripon Road and Haines Road without the Fort and in Registration Sub District of Bombay and registered in the books of the Collector of Land Revenue under old nos. 227, 114, New nos. 13754, A13619, 13618, old survey nos. 360, 368 and new survey nos. 2/3493, 1/3494, and 4B/3494 (that is, the First Land, the Second Land and the Third Land (all defined hereinafter) and assessed by the Assessor and Collector of Municipal Rates and Taxes under Ward nos. 4379(2), 4379(3), 4515(2), 4387, 438889, 4386-90, 4386, 4391 and street nos. 218(a) and (b), 1, C, 5, 4a, 1, 240A (respectively "Lands" and "Structures" and collectively "Property")

- Document of acquirement of property** 1) Title Certificate bearing Ref. No. 203/2021 dated 30/11/2021 issued by M. T. Miskita &

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Company, Advocate & Solicitors for the said Property.

- 2) Indenture of Conveyance Deed dated 03/05/2005 executed and registered under Sr. No. BBE1-4361-2005, between Bradbury Mills Limited and Everest Fincorp Private Limited for the said Property.
- 3) A Fresh Certificate of Incorporation Consequent upon Change of Name dated 6th January, 2011, issued by the Deputy Registrar of Companies, the name of EFPL is changed to Money Magnum Nest Private Limited (MMNPL).
- 4) Unilateral Indenture of Mortgage for Creation of Additional Security dated 13th June, 2019 executed and registered under Serial no. BBE-3/4430 of 2019, by and between MMNPL as 'Mortgagor/Borrower' of the One Part and Housing Development Finance Corporation Limited ('HDFC Limited') as 'Mortgagee' of the Other Part.
- 5) The Assistant Engineer (Building & Factory) 'E' Ward of MCGM by its Notice bearing reference no. ACE/913/SR/Bldg dated 12th July, 2019, addressed to Brochary, directed under Section 354 of Mumbai Municipal Corporation Act, to demolish all the structures on the Property.
- 6) Declaration-cum-Undertaking & Indemnity by MMNPL dated 30<sup>th</sup> November, 2021
- 7) Unilateral Indenture of Mortgage dated 22nd April, 2021, executed and registered under Serial no. BBE1-3712 of 2021 by and between HDFC Limited as 'the Mortgagee' of the One Part, and MMNPL as the 'Mortgagor' of the Other Part.
- 8) Agreement dated 1<sup>st</sup> October, 2021, executed by and between MMNPL as the 'Owner', and Macrotech Developers Limited as 'Macrotech' for Joint development of the said Property.
- 9) Letter dated 13th October, 2021, addressed by HDFC Limited, HDFC Limited has acknowledged the repayment of the HDFC Loan.
- 10) Loan Agreement dated 20/10/2021 between Macrotech as Lender and MMNPL as Borrower.

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- 11) Deed of Mortgage dated 20th October, 2021, executed and registered under Serial no. BBE4-14300 of 2021 by and between MMNPL as the 'Mortgagor' of the One Part, and Macrotech as the 'Mortgagee'.
- 12) Deed of Partial Release of Mortgage dated 28th October, 2021, executed and registered under Serial no. BBE2-12794 of 2021 by and between HDFC Limited as 'the Mortgagee' of the One Part, and MMNPL as the 'Mortgagor' of the Other Part.
- 13) Letter dated 29<sup>th</sup> October, 2021, addressed by MMNPL to Macrotech for handing over Certificate of Sale and 2005 Conveyance Deed
- 14) Affidavit dated 28/06/2022 executed and registration under Sr. No. BBE1-7408-2022 by Money Magnum Private Limited.
- 15) Development Agreement dated 05/07/2022 executed and registered under Sr. No. BBE3-12203-2022 between Money Magnum Private Limited and Macrotech Developers Limited.
- 16) Power of Attorney dated 05/07/2022 executed and registered under Sr. No. BBE3-12204-2022 between Money Magnum Private Limited and Macrotech Developers Limited.
- 17) Re-conveyance Deed dated 05/07/2022 executed and registered under Sr. No. BBE3-12202-2022 between Money Magnum Nest Private Limited and Macrotech Developers Limited.

related to the acquirement of the said property

- Property Card** Property Card issued by Superintendent of Land Record inter alia reflecting Money Magnum Nest Private Limited as Owner of the said property bearing Cadastral Survey No. 1913 of Byculla Division

- Search Report for 30 years from 1914 to 2021 (107 years)** Land / Property Search Report dated 25/10/2021 issued by Mr. Shivnivas Chipkar, Property Investigator of Search of Land Record in the Sub-Registrar of Assurances for the period 1914 to 2021 (107 years) of the said Property.

ROC Search Report dated 07/10/2021 issued by Simply Cersai for Searches taken at Registrar of Companies on Money Magnum Nest Private Limited.

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ROC Search Report dated 24/06/2022 issued by Sharatkumar Shetty & Associates, Practising Company Secretary for Searches taken at Registrar of Companies on Macrotech Developers Limited.

Cersai Search Report dated 8<sup>th</sup> October 2021 issued by Simply Cersai in respect of the said Property.


On perusal of the above mentioned documents and all other relevant documents relating to title of the said Property and relying on the same, I am of the opinion that subject to pending litigations and subsisting mortgages mentioned in Annexure-A hereto and in view of what is set out in Annexure-A as stated therein, the title of Macrotech Developers Limited as the Promoter/Developer for development of the said property is clear, marketable and without any encumbrances and Macrotech Developers Limited well and sufficiently entitled to development rights in respect of the said property.

**Owner of the said property**

- 1) the Owner of the said property bearing Cadastral Survey No. 1913 of Byculla Division is Money Magnum Nest Private Limited.
- 2) Qualifying comments/remarks - Pending litigations and subsisting mortgages as mentioned in detailed Flow of Title annexed as Annexure "A" hereto and this Report be read and constituted in conjunction with Annexure-A.

The report reflecting the flow of the title of Developer viz. Macrotech Developers Limited as Promoter/Developer to the said property and right of the Developer, is separately enclosed and annexed as Annexure-"A"

Dated this 17<sup>th</sup> day of July, 2022.

  
(Pradip Garach)  
Advocate High Court, Bombay

Encl.: Annexure "A" -Flow of Title

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FORMAT-A

Circular No. (28/2021)

FLOW OF THE TITLE OF THE SAID LAND

Sub.: Title Clearance Certificate with respect to ALL THAT piece and parcel land bearing Cadastral Survey No. 1913 admeasuring approximately 34,011 square yards, that is, 28,437.29 square meters (as per title documents), and 28,426.64 square meters (as per Survey Register) together with structures (including demolished structures) standing thereon situate between Ripon Road and Haines Road without the Fort and in Registration Sub District of Bombay and registered in the books of the Collector of Land Revenue under old nos. 227, 114, New nos. 13754, A13619, 13618, old survey nos. 360, 368 and new survey nos. 2/3493, 113494, and 4R13494 (that is, the First Land, the Second Land and the Third Land (all defined hereinafter)) and assessed by the Assessor and Collector of Municipal Rates and Taxes under Ward nos. 4379(2), 4379(3), 4515(2), 4387, 438889, 4386-90, 4386, 4391 and street nos., 218(a) and (b), 1, C, S, 4a, 1, 240A (respectively 'Lands' and 'Structures' and collectively 'Property').

- As per I have investigated the title of captioned property at the request of Macrotech Developers 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, 17G Vardhaman Chamber, Cawasji Patel Road, Horniman Circle, Fort, Mumbai-400 001 ('Company') and inter alia on the basis of perusal of the documents herein below, have to state as follows:
- For the purpose of this Title Report I have perused following Documents and Search Reports:
  - Title Certificate bearing Ref. No. 203/2021 dated 30/11/2021 issued by M. T. Miskita & Company, Advocate & Solicitors inter alia opted that Money Magnum Nest Private Limited (MMNPL) is Owner of the Property and MMNPL's right, title and interest to the said Property is clear and marketable, and free from encumbrances on the basis of investigation and what is stated therein.
  - Indenture of Conveyance Deed dated 03/05/2005 executed and registered under Sr. No. BBE1-4361-2005, between Bradbury Mills Limited and Everest Fincorp Private Limited for the said Property.
  - A Fresh Certificate of Incorporation Consequent upon Change of Name dated 6th January, 2011, issued by the Deputy Registrar of Companies, the name of EFPL is changed to Money Magnum Nest Private Limited (MMNPL).
  - Unilateral Indenture of Mortgage for Creation of Additional Security dated 13th June, 2019 executed and registered under Serial no. BBE-3/4430 of 2019, by and between MMNPL as 'Mortgagor/Borrower' of the One Part and Housing Development Finance Corporation Limited ('HDFC Limited') as 'Mortgagee' of the Other Part.
  - The Assistant Engineer (Building & Factory) 'E' Ward of MCGM by its Notice bearing reference no. ACE/913/SR/Bldg dated 12th July, 2019, addressed to Bradbury, directed under Section 354 of Mumbai Municipal Corporation Act, to demolish all the structures on the Property.

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- Declaration-cum-Undertaking & Indemnity dated 30<sup>th</sup> November, 2021 by MMNPL.
- Unilateral Indenture of Mortgage dated 22<sup>nd</sup> April, 2021, executed and registered under Serial no. BBE1-3712 of 2021 by and between HDFC Limited as the 'Mortgagor' of the One Part, and MMNPL as the 'Mortgagee' of the Other Part.
- Agreement dated 1<sup>st</sup> October, 2021, executed by and between MMNPL as the 'Owner', and Macrotech Developers Limited as 'Macrotech' for Joint development of the said Property.
- Letter dated 13<sup>th</sup> October, 2021, addressed by HDFC Limited, HDFC Limited has acknowledged the repayment of the HDFC Loan.
- Loan Agreement dated 20/10/2021 between Macrotech as Lender and MMNPL as Borrower.
- Deed of Mortgage dated 20<sup>th</sup> October, 2021, executed and registered under Serial no. BBE4-14300 of 2021 by and between MMNPL as the 'Mortgagor' of the One Part, and Macrotech as the 'Mortgagee'.
- Deed of Partial Release of Mortgage dated 28<sup>th</sup> October, 2021, executed and registered under Serial no. BBE2-12794 of 2021 by and between HDFC Limited as the 'Mortgagee' of the One Part, and MMNPL as the 'Mortgagor' of the Other Part.
- Letter dated 29<sup>th</sup> October, 2021, addressed by MMNPL to Macrotech for handing over Certificate of Sale and 2005 Conveyance Deed.
- Affidavit dated 28/06/2022 executed and registration under Sr. No. BBE1-7408-2022 by Money Magnum Private Limited.
- Development Agreement dated 05/07/2022 executed and registered under Sr. No. BBE3-12203-2022 between Money Magnum Private Limited and Macrotech Developers Limited.
- Power of Attorney dated 05/07/2022 executed and registered under Sr. No. BBE3-12204-2022 between Money Magnum Private Limited and Macrotech Developers Limited.
- Re-conveyance Deed dated 05/07/2022 executed and registered under Sr. No. BBE3-12202-2022 between Money Magnum Private Limited and Macrotech Developers Limited.
- Land / Property Search Report dated 25/10/2021 issued by Mr. Shrinivas Chipkar, Property Investigator of Search of Land Record in the Sub-Registrar of Assurances for the period 1914 to 2021 (107 years) of the said Property and same has been dealt in details as hereunder.
- ROC Search Report dated 07/10/2021 issued by Simply Cersai for Searches taken at Registrar of Companies on Money Magnum Nest Private Limited. The Search Report has revealed encumbrances / charges created by MMNPL on the said Property.
- ROC Search Report dated 24/06/2022 issued by Sharatkumar Shetty & Associates, Practising Company Secretary for Searches taken at Registrar of Companies or Macrotech Developers Limited.

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- Legal Audit Report dated 12<sup>th</sup> October, 2021 and 10<sup>th</sup> December, 2021 issued by Cubitree Technology Solutions Private Limited in respect of Money Magnum Nest Private Limited and same are has been dealt in details as hereunder.
- Cersai Search Report dated 8<sup>th</sup> October 2021 issued by Simply Cersai in respect of the said Property.
- I have not issued a public notice inviting objections /claims in respect of the said property.
- 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.
- M. T. Miskita & Company issued a Public Notice inviting objection/claim in respect of the said Property from public at large, published in Local News Papers and have received one claim/objection as on date, pursuant to the same, which has been dealt in detailed in Legal Title Report.

Flow of Title of the said Land

On the basis of Title Certificate dated 30/11/2021 issued by M. T. Miskita and Company, Advocates and Solicitors, it is inter alia stated

A. Title Flow:

On the basis of Title Report issued by M. T. Miskita & Company, it is inter alia stated

- By and under the Indenture dated 1<sup>st</sup> May, 1914, executed by and between Rustomjee Byramjee Jeejeebhoy as the 'Vendor' of the One Part and Bradbury as the 'Company' of the Other Part, registered with the Office of Sub-Registrar of Assurances at Bombay under Serial no. 1805A at pages 113 to 119 Volume 21 of Additional Book No. 1 ('Bradbury Conveyance'), Rustomjee Byramjee Jeejeebhoy granted, conveyed, assured and assigned unto Bradbury the Property along with the machinery and plant therein as detailed in the Second Schedule therein, as a security for payment of the sum Rs.10,00,000/- (Rupees Ten Lakhs Only) upon the terms and conditions recorded and contained therein. The Bradbury Conveyance, inter alia, records that, Bradbury was to issue mortgage debentures of Rs.10,00,000/- (Rupees Ten Lakhs Only) in the form required by Rustomjee Byramjee Jeejeebhoy payable at the expiration of 7 years from the date of issue along with interest payable at the rate of 9% per annum payable half yearly.
- By and under the Indenture dated 23<sup>rd</sup> June, 1921, executed by and between Dossabhoj Maneckji Wadia and Framroz Edulji Dinshaw as the 'Trustees' of the One Part and Bradbury as the 'Company' of the Other Part, registered with the Office of Sub-Registrar of Assurances at Bombay under Serial no. 2335 at pages 340 to 354 Volume 2848 of Book No. 1 ('1921 Bradbury Indenture'), Dossabhoj Maneckji Wadia and Framroz Edulji Dinshaw conveyed and assigned the Property along with machinery, equipment tools, etc. unto Bradbury pursuant to Bradbury re-paying the security for payment of the sum Rs.10,00,000/- (Rupees Ten Lakhs Only) along with interest and upon the terms and conditions recorded and contained therein.

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- By and under the Certificate of Sale of Immovable Property dated 27<sup>th</sup> April, 2005 ('2005 Certificate of Sale'), bearing Reference no. MDRT (O.A. 124/2001/06/2005 issued by the Registrar/Secretary, Mumbai DRT - 1 on O. A. no. 124 of 2001 and O. A. no. 795 of 2001, the Registrar certified EFPL as the purchaser of the Property at or for the consideration of Rs.41,00,00,000/- (Rupees Forty-one Crores Only) pursuant to the Exhibit 156 Order.
- By and under the Indenture of Conveyance Deed dated 3<sup>rd</sup> May, 2005, executed by and between the Registrar, Mumbai DRT no. 1, for and on behalf of Bradbury (in liquidation) as the 'Vendor' of the One Part, and Everest Fincorp Private Limited (EFPL) as the 'Purchasers' of the Other Part, registered with the Office of the Sub-Registrar of Assurances at Mumbai under Serial no. BBE-1-4361 of 2005 ('2005 Conveyance Deed'), the Registrar, Mumbai DRT no. 1, for and on behalf of Bradbury (in liquidation) and in pursuance of the Exhibit 156 Order granted, conveyed, transferred, and assured unto EFPL the Property, at or for the consideration and upon the terms and conditions recorded and contained therein. Further, in compliance of the Exhibit 156 Order, the DRT Receiver handed over quiet and peaceful possession of the Property to EFPL on 2<sup>nd</sup> May, 2005.
- By and under a Fresh Certificate of Incorporation Consequent upon Change of Name dated 6<sup>th</sup> January, 2011, issued by the Deputy Registrar of Companies, the name of EFPL is changed to MMNPL, that is, Money Magnum Nest Private Limited.
- By and under the Unilateral Indenture of Mortgage for Creation of Additional Security dated 13<sup>th</sup> June, 2019 ('2019 Unilateral Indenture of Mortgage'), executed by and between MMNPL as 'Mortgagor/Borrower' of the One Part and Housing Development Finance Corporation Limited ('HDFC Limited') as 'Mortgagee' of the Other Part, registered with the Office of Sub-Registrar of Assurances at Mumbai 3 under Serial no. BBE.3/4430 of 2019, MMNPL mortgaged the Property along with other properties in favour of HDFC Limited, as additional security, in lieu of the loan availed of from HDFC Limited to the extent of Rs.120,00,00,000/- (Rupees One Hundred and Twenty Crores Only) ('Loan Facility-1').
- The Assistant Engineer (Building & Factory) 'E' Ward of MCGM by its Notice bearing reference no. ACE/913/SR/Bldg dated 12<sup>th</sup> July, 2019, addressed to Bradbury, directed under Section 354 of Mumbai Municipal Corporation Act, to demolish all the structures on the Property which were in dilapidated/dangerous condition as per the site inspection conducted by MCGM on 10<sup>th</sup> July, 2019.
- By and under the Unilateral Indenture of Mortgage dated 22<sup>nd</sup> April, 2021 ('2021 Unilateral Indenture of Mortgage'), executed by and between HDFC Limited as the 'Mortgagee' of the One Part, and MMNPL as the 'Mortgagor' of the Other Part, registered with the Sub-Registrar of Assurances at Mumbai-1 under Serial no. BBE1-3712 of 2021, MMNPL mortgaged the Property along with other properties in favour of HDFC Limited, as additional security, in lieu of the loan availed of from HDFC Limited to the extent of Rs.23,42,00,000/- (Rupees Twenty-three Crores Forty-two Lakhs Only) ('Loan Facility-2').

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9. By and under the Agreement dated 1<sup>st</sup> October, 2021 ("Macrotech Agreement"), executed by and between MMNPL as the "Owner", and Macrotech Developers Limited, a company incorporated under the Companies Act, 1956, and existing under the Companies Act, 2013, having its registered office address at 412, 4<sup>th</sup> Floor, 17G Vardhaman Chamber, Cawasji Patel Road, Horniman Circle, Fort, Mumbai 400 001 ("Macrotech"), wherein MMNPL and Macrotech agreed to jointly develop the Property and set out the principal commercial terms and conditions agreed between them in respect of a joint development of the Property.
10. Macrotech has, at the request of MMNPL, and in pursuance of the Macrotech Agreement, advanced to MMNPL the sum of Rs 139,39,70,390/- (Rupees One Hundred and Thirty-nine Crores Thirty-nine Lakh Seventy Thousand Three Hundred Ninety Only) ("Macrotech Loan") being the principal amount inclusive of interest payable under and in respect of the HDFC Loan (defined hereinafter) as on 30<sup>th</sup> September, 2021 in terms of the Loan Agreement dated 20<sup>th</sup> October, 2021, executed by and between Macrotech as Lender of the One Part, and MMNPL as Borrower of the Other Part ("Macrotech Loan Agreement").
11. By and under Letter dated 13<sup>th</sup> October, 2021, addressed by HDFC Limited, HDFC Limited has acknowledged the repayment of the HDFC Loan and all its related dues.
12. MMNPL in lieu of Macrotech Loan availed of by it has created a mortgage in favour of Macrotech over the Property by executing the Deed of Mortgage dated 20<sup>th</sup> October, 2021, executed by and between MMNPL as the 'Mortgagor' of the One Part, and Macrotech as the 'Mortgagee' of the Other Part, registered with the Office of the Sub-Registrar of Assurances at Mumbai City-IV under Serial no. BBEA-14300 of 2021 ("Macrotech Deed of Mortgage"), upon the terms and conditions contained and recorded therein. On perusal of Macrotech Deed of Mortgage we observe that the name of MMNPL has been inadvertently recorded as 'Money Magnum Private Limited' instead of 'Money Magnum Nest Private Limited' in the Index-II and Summary-2 (Dastgoshwara bhag-2) of the Macrotech Deed of Mortgage.
13. By and under the Deed of Partial Release of Mortgage dated 28<sup>th</sup> October, 2021, executed by and between HDFC Limited as the 'Mortgagor' of the One Part, and MMNPL as the 'Mortgagee' of the Other Part, registered with the Sub-Registrar of Assurance at Mumbai City No. 2 under Serial no. BBE2-12794 of 2021, HDFC Limited released and re-conveyed the Property by continuing the security of the remaining properties mentioned therein.
14. By and under the letter dated 29<sup>th</sup> October, 2021, addressed by MMNPL to Macrotech, MMNPL handed over to Macrotech the originals of the 2005 Certificate of Sale and the 2005 Conveyance Deed in pursuance of the Macrotech Loan Documents.
15. MMNPL has under the Declaration-cum-Undertaking & Indemnity dated 30<sup>th</sup> November, 2021 represented and confirmed to us that: (i) no proceedings have been initiated by Urban Group [Urban Infrastructure Trustees Limited ("UITL") as trustee of Urban Infrastructure Ventures Capital Fund ("UIVCF"), and Urban Infrastructure Opportunities Fund ("UIOF") and Urban Infrastructure Real Estate Fund ("UIREF"), and/or Vengas Realtors Private Limited ("VRPL")

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with respect to the termination of Joint Development Agreement dated 27/07/2008 (which was at relevant time, executed between MMNPL and VRPL), or specific performance in respect of the Property or any part thereof and/or development thereof, (ii) no arbitrations or legal proceedings was invoked or initiated, under the 2008 AIA against MMNPL (earlier known as EFPL), and (iii) Urban Group did not make MMNPL (earlier known as EFPL) or Saryu K. Shah a party to the aforesaid Arbitrations initiated by them against Mr. Kishor Nandlal Shah, Mr. Vinod Kishor Shah and Mr. Nimesh Kishor Shah (the Promoters of VRPL), and the aforesaid Arbitrations are purely money claim.

16. By and under a Joint Development Agreement dated July 5, 2022, registered with the Sub-Registrar of Assurances at Mumbai 3 under Serial No. BBE-3-12203 of 2022 ("JDA"), executed between MMNPL and Macrotech Developers Limited ("Macrotech"), MMNPL inter alia irrevocably granted assigned and transferred unto Developers the absolute and unencumbered rights to develop the said Property admeasuring 28437.29 square meters or thereabouts more particularly described in First Schedule thereunder written barren disputed area as mentioned therein and carry out development thereon being the Project thereon permitted under the provisions of Development Control and Promotion Regulations (DCR 2034) or such applicable laws together with exploring, utilizing and consuming the whole of the Development Potential by whatever name called of/arising from the said Property and to deal with, alienate sell, lease, license or otherwise dispose of the Premises comprising the Project on the Property in any manner it may deem fit and proper for the benefit of parties in terms of Joint Development Agreement and received consideration from the prospective Purchasers for consideration and on terms and conditions stated therein.
17. Pursuant thereto, by Irrevocable Powers of Attorney dated July 5, 2022 executed and registered under Sr. No. BBE-3-12204-2022 on 05/07/2022 with the Office of Sub Registrar, Mumbai 3 by MMNPL (Owner) in favour of nominee/s of Macrotech Developers Limited (Developer) whereby the Owner has appointed the Developer as a true and lawful Attorney and conferred upon the Developer powers and authorities to do and carry out all and any acts, deeds, matters and things for and its behalf and in its name for development of the said Property as stated therein in terms of Joint Development Agreement.

#### B. PROPERTY REGISTER CARD

Upon perusal of the Online Property Register Card, I observed that the name of Money Magnum Nest Private Limited is reflected as Owner of the said Property comprising Cadastral Survey Nos. 1913 of Byculla Division, admeasuring 28,426.64 square meters or thereabout Situated at Hazare Road. The Tenure of the said Property is L.T.A.

#### C. Land, Revenue and TLR Records:

- (i) The Transfer Certificate bearing Transfer No. CSLR/S&LR-2/T-10/Byculla/Transfer/Mutation Entry No. 1135/2019 dated 29<sup>th</sup> June, 2019, issued by Superintendent, Mumbai City Survey and Land records (City), records the name of MMNPL as the owner of the Property, and records the area

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of the Lands as 28,426.64 square meters and tenure as L.T.A. (Land Tenure Act).

- (ii) The Survey Register for the Town and Island of Bombay issued on 30<sup>th</sup> November, 2021 ("Survey Register"), in respect of the Cadastral Survey no. 1913, Laughtons Survey nos. 2/3494, 4H/3494, 1/3494, 2/3493, 3/3494, and 2/3495 of Byculla Division, records the area of the Land as 28,426.64 square meters, and the owner of the Land as MMNPL. The tenure of the Land is mentioned as L.T.A. (Land Tenure Act). The Survey Register, inter alia, records that, the assessment of the Land is levied as per the Land Acquisition Act, 1969 and vide Order bearing reference no. Rev/Fab/LISC/BY1675 dated 18<sup>th</sup> July, 1979 issued by Deputy Collector (Inam & Special Tenure Abolition Branch, Bombay City). It is pertinent to note that, on perusal of the 2005 Certificate of Sale and 2005 Conveyance Deed we observe the area recorded of the Land as 28,437.29 square meters. Although the Survey Register records Laughtons Survey nos. 2/3494, 4H/3494, 1/3494, 2/3493, 3/3494, and 2/3495 of Byculla Division, we have not been provided with any documents or records in respect of Survey nos. 2/3494, 4H/3494, 1/3494, 2/3493, 3/3494, and 2/3495 of Byculla Division, we have not been provided with any documents or records in respect of Survey nos. 2/3494, 3/3494, and 2/3495.

#### D. Permissions, Approvals, Orders, NOCs, Undertakings, Affidavits, Remarks, etc.:

- (i) By and under the letter bearing reference no. Ch E./DP3420190311211496 D. P. Rev. dt. Refer Inward Number: E/2019/11211504 Payment dated 25<sup>th</sup> March, 2019 ("2034 D. P. Remarks"), addressed by the Office of the Chief Engineer (Development Plan), MCGM to Mr. Shashikanth Laxman Jadhav, the Office of the Chief Engineer issued the Development Plan 2034 remarks in respect of the Land, that is, the land bearing Cadastral Survey no. 1913 of Byculla Division in E ward, Mumbai. The 2034 D. P. Remarks, inter alia, records that: (i) the Land is situated in residential zone, (ii) portion of the Land admeasuring 26,287.226 square meters falls within zone bearing EP No. EP-ES1, (iii) the Land is abutting the industrial zone, (iv) proposed road of 12.2 meters is affecting the Land, (v) there is no reservation affecting the Land, (vi) the existing amenities abutting the Land are fuel station, recreation ground, and municipal housing, and (vii) the Land is affected by a sanctioned Regular Line of 27.45 meters wide road.
- (ii) The Deputy Secretary of State Government of Maharashtra vide its letter bearing reference no. NOC-92019/Case No. 39/Labour-2 dated 25<sup>th</sup> October, 2019, addressed to the Labour Commissioner, directed the Labour Commissioner to issue "No pending labour dues certificate" in respect of the redevelopment of the Property, upon the terms and conditions mentioned therein. Pursuant to the aforesaid letter dated 25<sup>th</sup> October, 2019 of the Deputy Secretary of State Government of Maharashtra, the Labour Commissioner of State Government of Maharashtra, Mumbai vide its no objection letter bearing reference no. LCINOCIC. No. 36/2019/Office-7/13550 dated 11<sup>th</sup> November, 2019, addressed to Hon'ble Municipal Commissioner, Brihanmumbai Mahanagarpalika, Mumbai granted it's no objection certificate for the transfer/development/sale of the Property, upon the terms and conditions mentioned therein. It is pertinent to note that, we have not been provided with the Factory Closure certificate in respect of closure of Bradbury Mills on the Property. MMNPL has under the Declaration-cum-Undertaking & Indemnity

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represented and confirmed to us that it is not in possession of Factory Closure certificate of Bradbury Mills and is also not aware whether Bradbury Mills had obtained any Factory Closure certificate.

- (iii) The Assistant Commissioner E Ward, MCGM vide its letter bearing reference no. ACE/2299/SR/Bldg. dated 12<sup>th</sup> February, 2020 addressed to Money Magnum, issued the area statement of all existing structures within the mill premises known as Bradbury Mill Compound (Cotton Textile Mill) situate on the Land. As per the area certificate of the MCGM the total built up area of the existing structures within Bradbury Mill Compound is admeasuring 37,596.56 square meters. All the structures mentioned in the area certificate are categorized as C-1 category, that is, to be evacuated and demolished immediately. Further the area certificate records the note that, for the structure no. 23 which is G+3 building admeasuring approximately 2,192.72 square meters situate on the Land, the notice under section 353B of Mumbai Municipal Corporation Act, 1888 was issued vide letter bearing reference no. ACE/936/SR/353B/Bldg/207 dated 14<sup>th</sup> June, 2016 and categorized as C2-B as per structural audit report submitted. The aforesaid area admeasuring 37,596.56 square meters does not include the structure no. 23 and its area respectively.
- (iv) The City Survey Department, MCGM vide its Survey Remarks (City) letter bearing reference no. EEBF/115/Survey/City II dated 24<sup>th</sup> June, 2020, addressed to Messrs. Spaceage Consultants, issued the Survey Remarks as per the sanctioned Development Plan 2034, upon the terms and conditions mentioned therein.
- (v) Urban Development Department, State Government of Maharashtra by its Notification bearing reference no. TPB-4317/629/CR-118(V)/2019/UD-11 dated 23<sup>rd</sup> November, 2020, inter alia, sanctioned the modification in the Draft Development Plan of Greater Mumbai under Section 31 of MKFP Act, 1966, wherein the Land is proposed to be deleted from residential zone and proposed to be included in industrial zone.

#### E. LITIGATIONS

##### (a) Franco India Pharmaceuticals Private Limited:

- (i) By and under the Agreement for Leave and License dated 18<sup>th</sup> February, 1972, executed by and between Bradbury as 'the Licensors' of the One Part, and Franco India Pharmaceuticals Private Limited ("FIPPL") as 'the Licensees' of the Other Part, Bradbury granted to FIPPL, leave and license to use and occupy the premises consisting of basement, ground floor and three upper floors admeasuring 22,761 square feet, situate at 676-680, Baburao Jagtap Marg, Mumbai 400 001, forming a portion of the Property ("Licensed Premises") for a period of eleven (11) months commencing from 1<sup>st</sup> February, 1972, and renewable at the option of FIPPL for ten terms of eleven (11) months each, upon and subject to the license fees, deposit, and terms and conditions mentioned and recorded therein.
- (ii) MMNPL has under the Declaration-cum-Undertaking & Indemnity represented to us that disputes arose between MMNPL and FIPPL on account of FIPPL wrongfully alleging tenancy rights in respect of the Licensed Premises FIPPL filed R.A.D. Suit no. 1250 of 2018 against Bradbury and MMNPL in the

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Small Causes Court at Bombay (**2018 FIPPL Suit**), *inter alia*, for declaring FIPPL as the lawful tenant of the Licensed Premises, and to restrain Bradbury and MMNPL from disturbing the possession of FIPPL over the Suit Premises and/or from prohibiting FIPPL from carrying on its business activities. Mr. Nainach Shah, authorised signatory of MMNPL has filed the application for rejection of plaint under Order VII Rule 11 of the Code of Civil Procedure, 1908 in the 2018 FIPPL Suit. On perusal of the CMS status of the Small Causes Court at Bombay website, it appears that the 2018 FIPPL Suit is pending before the Hon'ble Court. MMNPL has under the Declaration-cum-Undertaking & Indemnity represented and confirmed to us that till date no adverse orders have been passed in the 2018 FIPPL Suit.

- iii) FIPPL filed L. C. Suit No. 8840 of 2019 on 2<sup>nd</sup> August, 2019 (**2019 FIPPL Suit**), against EFPL (now known as MMNPL), in the Hon'ble Bombay City Civil Court at Bombay, *inter alia*, to declare the action of EFPL to disturb the possession of FIPPL of the Licensed Premises and not providing alternative accommodation as bad in law, and to provide alternative accommodation to FIPPL of an area equivalent to the Licensed Premises, to restrain EFPL permanently from obstructing the possession of FIPPL over the Licensed Premises. MMNPL has under the Declaration-cum-Undertaking & Indemnity represented and confirmed to us that the 2019 FIPPL Suit has been dismissed vide an oral Order dated 10<sup>th</sup> November, 2021, passed by the Registrar of Court.

(b) Shah Dhani Umarshi:

- i) By and under the Agreement dated 10<sup>th</sup> June, 1978 (**1978 Umarshi Agreement**), executed by and between Bradbury as 'the Company of the One Part, and Mr. Bhanji Umarshi (**Umarshi**) as the Agent of the Other Part, it was agreed between Bradbury and Umarshi that Umarshi shall conduct the rationing shop, situate at Ground Floor, Bradbury Mills Building, Maulana Azad Road, Jacob Circle, Bombay, forming a portion of the Property (**Rationing Shop**) on the terms and conditions mentioned and recorded therein.

- ii) By and under the Agreement dated 10<sup>th</sup> November, 1981 (**1981 Umarshi Agreement**), executed by and between Bradbury as the Landlords of the One Part and Umarshi as 'the Tenant' of the Other Part, Bradbury let out to Umarshi the Rationing Shop on monthly tenancy basis mentioned therein, commencing from 1<sup>st</sup> November, 1981, pursuant to the terms and conditions mentioned and recorded in the 1978 Umarshi Agreement and the terms and conditions mentioned and recorded in the 1981 Umarshi Agreement. The 1981 Umarshi Agreement, *inter alia*, records that Bradbury can terminate the 1981 Umarshi Agreement if any breach is committed by Umarshi of any of the terms and conditions of the 1981 Umarshi Agreement, and on termination of the 1981 Umarshi Agreement Umarshi will give peaceful possession of the Rationing Shop to Bradbury. On perusal of the 1981 Umarshi Agreement, we notice that no fixed tenure of the tenancy was specified.

- iii) MMNPL has under the Declaration-cum-Undertaking & Indemnity represented to us that disputes arose between Bradbury and subsequently with EFPL and Umarshi on account of Umarshi wrongfully claiming tenancy rights in respect of the Rationing Shop. Umarshi filed R.A.D. Suit no. 2044 of

1993 against Mr. A. R. Bapat the Court Receiver, the Office Liquidator, and Bradbury (and subsequently EFPL) in the Small Causes Court at Bombay (**1993 Umarshi Suit**) for declaration of his tenancy rights in respect of the Rationing Shop by virtue of the 1981 Umarshi Agreement executed by and between Umarshi Umarshi and Bradbury.

- v) By an Order dated 22<sup>nd</sup> March, 2019 (**2019 Umarshi Suit Order**), passed by Mr. S. J. Galwad, Judge of the Small Causes Court at Bombay, the 1993 Umarshi Suit was partly decreed with costs and Umarshi was declared as a tenant in respect of the Rationing Shop.

- vi) Being aggrieved by the 2019 Umarshi Suit Order, MMNPL filed Appeal No. 214 of 2019 in the 1993 Umarshi Suit against Umarshi, Mr. A. R. Bapat the Court Receiver, and the Office Liquidator in the Small Causes Court at Bombay (**2019 MMNPL Appeal**), challenging the 2019 Umarshi Suit Order.

- vii) As per the Order dated 18<sup>th</sup> January, 2020, the Small Causes Court at Bombay directed the 2019 MMNPL Appeal to proceed ex parte against Mr. A. R. Bapat the Court Receiver. On perusal of the Small Causes Court at Bombay website, we observe that the 2019 MMNPL Appeal is pending before the Small Causes Court at Bombay. MMNPL has under the Declaration-cum-Undertaking & Indemnity represented and confirmed to us that, no adverse orders have been passed in the 2019 MMNPL Appeal till date.

- viii) MMNPL made an Application dated 12<sup>th</sup> February, 2021 (**Rationing Shop Demolition Application**), in the 2019 MMNPL Appeal for permission to carry out demolition work of Rationing Shop, in compliance with MCGM's notices dated 12<sup>th</sup> July, 2019, 11<sup>th</sup> June, 2020, 20<sup>th</sup> June, 2020 and 27<sup>th</sup> November, 2020 issued under Section 354 of the Mumbai Municipal Corporation Act, 1888. MMNPL has under the Declaration-cum-Undertaking & Indemnity represented and confirmed to us that: (i) by and under the Order dated 29<sup>th</sup> November, 2021, the Hon'ble Court rejected the Rationing Shop Demolition Application, stating that it is not maintainable, and (ii) till date no adverse orders have been passed in the 2019 MMNPL Appeal.

The 2018 FIPPL Suit and the 2019 MMNPL Appeal are hereinafter collectively referred to as "**Alleged Tenancy Related Proceedings**".

(c) Bank of India (BOI):

- i) By and under the Agreement To Assign dated 30<sup>th</sup> March, 2005 (**2005 Agreement to Assign**), executed by and between BOI as the Assignor of the One Part and EFPL (now known as MMNPL) as the Assignee of the Other Part, BOI unconditionally and irrevocably agreed to assign and transfer unto EFPL (now known as MMNPL) the decree/order as and when passed by DCFI in Original Application No. 745 of 2001 together with all the rights, benefits and claims of BOI, including the right to execute the said decree/order against and to recover the decretal amount including all moneys payable thereunder for principal, interest and cost from EFPL (now known as MMNPL) to BOI, and other terms and conditions mentioned and recorded in the 2005 Agreement to Assign.

- ii) Certain disputes arose between MMNPL and BOI, pursuant to which MMNPL filed T. E. R. Suit No. 106 of 2021 against BOI, in the Small Causes Court at

Mumbai (**2021 MMNPL Suit**) for, *inter alia*, (i) a decree and order directing BOI to hand over quiet, vacant and peaceful possession of the portion of the Property measuring 3,358 square feet carpet area (**Portion of the Property**) occupied by BOI, (ii) payments towards arrears of rent due and payable by BOI from the period commencing from 1<sup>st</sup> April, 2005, to 30<sup>th</sup> June, 2021, (iii) payment towards outstanding occupation charges and compensation for use of the Portion of the Property occupied by BOI from 1<sup>st</sup> September, 1984, to 30<sup>th</sup> March, 2005 along with interest thereon, pursuant to the 2005 Agreement to Assign, and (iv) payment towards mesne profits along with interest thereon in respect of the Portion of the Property occupied by BOI. On perusal of the website of Small Causes Court at Bombay, we observe that, the 2021 MMNPL Suit is pending before the Small Causes Court at Mumbai. MMNPL has under the Declaration-cum-Undertaking & Indemnity represented and confirmed to us that, no adverse orders have been passed in the 2021 MMNPL Suit.

(d) Regulation 35 of the Development Control and Promotion Regulations for Greater Mumbai, 2034:

- (a) On perusal of Writ Petition (I) 24535 of 2021 (defined hereinafter) it appears that:

(i) MMNPL has submitted various applications for development of the Property under Regulation 35 of the Development Control and Promotion Regulations for Greater Mumbai, 2034 (**DCPR 2034**) (formerly Regulation 58 of Development Control Regulation, 1991).

(ii) MMNPL vide its Letter dated 21<sup>st</sup> May, 2021 submitted its proposal for the development of the Property together with the layout plan of the Property under the provisions of Regulation No. 35 of DCPR 2034 (**2021 MMNPL Development Proposal**).

(iii) By and under Letter dated 15<sup>th</sup> July, 2021, addressed by MCGM to MMNPL, MCGM rejected the 2021 MMNPL Development Proposal with remark *Regulation 35 (1) (b) - Kept in Abeyance* (**MCGM Rejection Letter**), and in response thereto, MMNPL by its Architect's Letter dated 16<sup>th</sup> October, 2021, clarified that the proposal for development of the Property is being made under Regulation no. 35(1)(a) read with Regulation no. 35(6), and not under the Regulation no. 34(b) which has been kept in abeyance.

- (b) Pursuant to the MCGM Rejection Letter, MMNPL filed Writ Petition (I) no. 24535 of 2021 (**Writ Petition (I) 24535 of 2021**) against the State of Maharashtra, through the Principal Secretary, Urban Development Department (**UDD**), and MCGM in the Hon'ble High Court of Bombay under Article 22, Article 14 and Article 19(1)(g) of the Constitution of India, under which MMNPL, *inter alia*, sought for the following reliefs:

- (i) that the Hon'ble Court direct UDD and MCGM to approve MMNPL's 2021 MMNPL Development Proposal (read with the Letter dated 16<sup>th</sup> October, 2021) pursuant to the provisions of Regulation no. 35 of DCPR 2034;
- (ii) that the Hon'ble Court direct UDD and MCGM to lift the abeyance with respect to the table in Regulation no. 35 (1) (b) and direct UDD and MCGM to accord their sanction to the same;

- (iii) to permit MMNPL to develop the Property pursuant to, and under the provisions of Regulation no. 35 more particularly Regulation no. 35(1)(a) and Regulation no. 35(6) and other regulations including 35(1)(b) which are not kept in abeyance as contained in the DCPR 2034; and
- (iv) no. 35(1)(a) and Regulation no. 35(6) and other regulations including 35(1)(b) which are not kept in abeyance as contained in the DCPR 2034; and

- (c) The said Writ Petition (I) 24535 of 2021 is pending before the Hon'ble High Court of Bombay, and MMNPL has under the Declaration-cum-Undertaking & Indemnity represented to us that till date no adverse orders have been passed in the Writ Petition (I) 24535 of 2021.

- (e) The 2019 Arbitration C. A. Petitions, the 2020 DJFL & DJVCF C. E. Application, the 2020 DJREP C. E. Application, and the 2020 DJL & DJVCF C. E. Application & Interim Application (defined hereinafter), are collectively referred to as the "**Arbitration Related Pending Proceedings**". MMNPL has under the Declaration-cum-Undertaking & Indemnity represented to us that till date no adverse orders have been passed in the Arbitration Related Pending Proceedings.

The Alleged Tenancy Related Proceedings, the 2021 MMNPL Suit, and the Writ Petition (I) 24535 of 2021 are collectively referred to as the "**Pending Proceedings**". MMNPL has under the Declaration-cum-Undertaking & Indemnity represented to us that till date no adverse orders have been passed in the Pending Proceedings.

- (f) MMNPL has provided us with copies of various papers and proceedings in respect of disposed of suits, actions and proceedings filed and instituted by and/or against MMNPL (formerly known as EFPL) along with copies of certain orders passed therein, details of the suits, actions, complaints, proceedings, orders, records, etc. are annexed hereto and marked **Annexure 'A' (Disposed of Proceedings)**. MMNPL has under the Declaration-cum-Undertaking & Indemnity represented and confirmed to us that the Disposed of Proceedings, are fully and completely disposed of and no adverse order/s has/have been passed in these proceedings which is/are concerning, touching, or affecting the Property, or any part thereof, and/or the development thereof, and/or sale, conveyance, alienation, or transfer thereof, and can affect capability of MMNPL to comply with its obligations under any document, writing, agreements, etc.

Save and except aforesaid litigation, my client represented and informed me that there is no Other Litigation filed against the Company nor adverse orders, judgments injunctive passed by any court in connection with the development of the said land which will vitiate title of my client to the carry out development of the said Land.

F. Property Taxes, Statutory & Non-Statutory Taxes, Land Revenue, and Other Liabilities:

- (i) MMNPL has provided to us with the copies of various property tax bills in respect of the Structures, statement of outstanding taxes issued by Brihanmumbai Mahanagarपालिका Assessment & Collection Department, correspondence exchanged between Brihanmumbai Mahanagarपालिका Assessment & Collection Department and MMNPL, penalty orders issued by Brihanmumbai Mahanagarपालिका, payment receipt of taxes, etc., the summary of the same are as follows:

- (a) By and under the without prejudice and under protest Letters dated 5<sup>th</sup> March, 2021 and 26<sup>th</sup> November, 2021, respectively addressed by MMNPL to the Assistant Assessor & Collector of Taxes (E-Ward), Tax Assessment & Collection Department, MMNPL referring to earlier correspondence exchanged between Tax Assessment & Collection Department and MMNPL, *inter alia*, stated that the Property was under litigation till November 2018 and by an Order dated 20<sup>th</sup> November, 2018 passed by the Hon'ble Supreme Court of India in SLP No. 36702 of 2017, the sale of the Property was confirmed in MMNPL's favour, and till November, 2018 the Property was in possession of the Court Receiver and was not capable of being used. Hence the assessment of property tax during this period ought to be withdrawn by the Tax Assessment & Collection Department, and if any amount is payable in that period the same will have to be paid by the Official Liquidator. Therefore, MMNPL has paid taxes from 20<sup>th</sup> November, 2018 upto 30<sup>th</sup> September, 2021 based on demand letters dated 18<sup>th</sup> November, 2019, and 11<sup>th</sup> January, 2021 addressed by Tax Assessment & Collection Department, respectively. The details of payment of the aforesaid property taxes has been reflected in the payment receipts issued by Brihanmumbai Mahanagar Palika hereinbelow. The payment mentioned hereinbelow made by MMNPL was only towards the property taxes amount and not towards any interest or penalty.
- (b) We have been provided with the copies of following payment receipts of property taxes and cess:
- i. Receipt no. 2021ACR03074888 dated 27<sup>th</sup> March, 2021, in respect of SAC no. EX190040080000 of part payment in aggregate to a sum of Rs.77,33,166/- (Rupees Seventy-seven Lakhs Thirty-three Thousand One Hundred Sixty-six Only) in respect of Bill nos. 201820BHL06983475, 201910BHL09272057, 201920BHL09272058, 202010BHL1488005, and 202020BHL1488000 issued by Brihanmumbai Mahanagar Palika. It is pertinent to note that as per the aforesaid receipt total net payable was a sum of Rs.94,72,542/- (Rupees Ninety-four Lakhs Seventy-two Thousand Five Hundred Forty-two Only).
- ii. Receipt no. 2021ACR03074863 dated 27<sup>th</sup> March, 2021, in respect of SAC no. EX1900430070000 of part payment in aggregate to a sum of Rs.98,666/- (Rupees Ninety-eight Thousand Six Hundred Sixty-six Only) in respect of Bill nos. 201820BHL06983475, 201910BHL09272057, 201920BHL09272058, 202010BHL1488005, and 202020BHL1488001 issued by Brihanmumbai Mahanagar Palika. It is pertinent to note that as per the aforesaid receipt total net payable was a sum of Rs.1,31,032/- (Rupees One Lakh Thirty-one Thousand Thirty-two Only).
- iii. Receipt no. 2021ACR03074890 dated 27<sup>th</sup> March, 2021, in respect of SAC no. EX1900410040000 of part payment in aggregate to a sum of Rs.13,709/- (Rupees Thirteen Thousand Seven Hundred Nine Only) in respect of Bill nos. 201820131106983471, 20191031109272057, 201920BHL09272058, 202010BHL1488001, and 202020BHL1488002 issued by Brihanmumbai Mahanagar Palika. It is pertinent to note that as per the aforesaid receipt total net payable was a sum of Rs.16,793/- (Rupees Sixteen Thousand Seven Hundred Ninety-three Only).

  
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- iv. Receipt no. 2021ACR03074894 dated 27<sup>th</sup> March, 2021, in respect of SAC no. EX1900420010000 of part payment in aggregate to a sum of Rs.29,77,330/- (Rupees Twenty Nine Lakhs Seventy Seven Thousand Three Hundred Thirty Three Only) in respect of Bill nos. 201820BHL06983475, 201910BHL09272057, 201920BHL09272058, 202010BHL1488003, and 202020BHL1488004 issued by Brihanmumbai Mahanagar Palika. It is pertinent to note that as per the aforesaid receipt total net payable was a sum of Rs.37,81,023/- (Rupees Thirty Seven Lakhs Eighty One Thousand Twenty Four Only).
- v. Receipt no. 2021ACR03346622 dated 26<sup>th</sup> November, 2021, in respect of SAC no. EX1900400800000 for the sum of Rs.16,35,345/- (Rupees Sixteen Lakhs Thirty Five Thousand Three Hundred Forty Five Only) in respect of Bill no. 20211DBL13293135 dated 1<sup>st</sup> September, 2021 issued by Brihanmumbai Mahanagar Palika.
- (c) Brihanmumbai Mahanagar Palika bearing reference no. AC/EX/PNLT NOTICE/026426 dated 9<sup>th</sup> March, 2021 issued penalty order under Section 202 of the Bombay Municipal Corporation Act, 10 (A) of the Maharashtra Education (Cess) Act, 1962 to Bradbury in respect of SAC no. EX1900400800000. As per the aforesaid penalty order a sum of Rs.3,15,14,288/- (Rupees Three Crores Fifteen Lakhs Fourteen Thousand Two Hundred and Eighty-eight Only) together with penalty thereon at 2% per month and payable from the date of payment till the actual payment is made, was outstanding.
- (d) Brihanmumbai Mahanagar Palika bearing reference no. AC/EX/PNLT NOTICE/026429 dated 9<sup>th</sup> March, 2021 issued penalty order under Section 202 of the Bombay Municipal Corporation Act, 10 (A) of the Maharashtra Education (Cess) Act, 1962 to Bradbury in respect of SAC no. EX1900430070000. As per the aforesaid penalty order a sum of Rs.27,71,963/- (Rupees Twenty seven Lakhs Seventy-one Thousand Nine Hundred Sixty-three Only) together with penalty thereon at 2% per month payable from the date of payment till the actual payment is made, was outstanding.
- (e) Brihanmumbai Mahanagar Palika bearing reference no. AC/EX/PNLT NOTICE/026427 dated 9<sup>th</sup> March, 2021 issued penalty order under Section 202 of the Bombay Municipal Corporation Act, 10 (A) of the Maharashtra Education (Cess) Act, 1962 to Bradbury in respect of SAC no. EX1900410040000. As per the aforesaid penalty order a sum of Rs.54,402/- (Rupees Fifty-four Thousand Four Hundred Two Only) together with penalty thereon at 2% per month payable from the date of payment till the actual payment is made, was outstanding.
- (f) Brihanmumbai Mahanagar Palika bearing reference no. AC/EX/PNLT NOTICE/026428 dated 9<sup>th</sup> March, 2021 issued penalty order under Section 202 of the Bombay Municipal Corporation Act, 10 (A) of the Maharashtra Education (Cess) Act, 1962 to Bradbury in respect of SAC no. EX1900420010000. As per the aforesaid penalty order a sum of Rs.2,06,82,458/- (Rupees Two Crores Six Lakhs Eighty Two Thousand Four Hundred Fifty-eight Only) together with penalty thereon at 2% per month payable from the date of payment till the actual payment is made, was outstanding.

  
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MMNPL has under the Declaration cum Undertaking & Indemnity represented and confirmed to us that: (i) it has not paid the aforesaid outstanding property taxes and cess, and the penalties thereon, (ii) property tax SAC no. EX1900400800000 is in respect of Bradbury Mill structure, property tax SAC no. EX1900430070000 is in respect of Bank & Retail structure, the property tax SAC no. EX1900410040000 is in respect of Tiled Shed structure, and property tax SAC no. EX1900420010000 is in respect of Godown structure, (iii) property tax bills are issued in the name of Bradbury and has not yet been changed to reflect the name of MMNPL.

**(ii) Electricity Charges:**

The Brihanmumbai Electricity Supply and Transport Undertaking has issued Electricity bill dated 18<sup>th</sup> October, 2021, for consumer no. 537-085-003\*1, in the name of EPL for the sum of Rs.3,960/- (Rupees Three Thousand Nine Hundred and Sixty Only) for the month of October, 2021, which has been paid by MMNPL on 8<sup>th</sup> November, 2021, and received receipt no. 14 in respect thereof.

**(iii) Land Revenue Charges:**

MMNPL has received Notice of Demand of payment of Land Revenue under Section 267 of Maharashtra Land Revenue Code, 19966 bearing reference no. LTA/BYCULLA/672/2020/5975 dated 26<sup>th</sup> September, 2020, issued by Recovery Officer, Recovery of Mumbai District Land Revenue (for Collector of Mumbai) in respect of the Property for the arrears of sum of Rs.63,081/- (Rupees Sixty-three Thousand Eighty-one Only) includes interest and notice charges) for the period of 2020-2021, which MMNPL has paid on 31<sup>st</sup> December, 2020.

**G. Searches:**

**ii SEARCH OF LAND RECORD IN THE OFFICE OF CONCERNED SUB REGISTRAR**

In order to ascertain title that there are any claims of any third party against the said Property, Mr. Shrinwas Chipkar, Property Investigator who has conducted searches in the concerned offices of the Sub-Registrar of Assurances for the period 1914 to 2021 (107 years) as per Record available for the Physical Search and also taken Online Index-II Searches (E-Search). I have relied upon his Search Report dated 25/10/2021. Save and except, subsisting mortgages, There is no registered document evidencing creation of adverse interest in the said Property.

With respect to the Land Search Report, save and except the documents recorded in this Title Certificate, the following documents are reflecting, in respect thereof:

- (a) MMNPL has under the Declaration-cum-Undertaking & Indemnity represented and confirmed to us that:

  
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- (i) Assignment Deed dated 12<sup>th</sup> July, 1962, executed by and between Mohammad Kasm Esmail as Assignor of the One Part, and Shamsuddin Alabbha as Assignee of the Other Part, registered with the Office of the Sub-Registrar of Assurances at Bombay under Serial no. 2676 of 1962 is not related to the Property.
- (ii) Transfer Deed dated 24<sup>th</sup> November, 1998, executed by and between Attkumar Jannaldas, Pratikumar Jannaldas as Transferees, Smt. Sarfa Aftemmar & Antheb as Confirming Party, and Vishal Aje Kumar through constituted attorney Attkumar Jannaldas, Devenkumar Pratapkrumar through constituted attorney Smt. Bharti Kishorlal, as Transferees, registered with the Office of the Sub-Registrar of Assurances at Bombay under Serial no. 4882 of 1998 is not related to the Property.
- (b) Notice of Lis Pendens dated 1<sup>st</sup> November, 2019, registered with the Office of the Sub-Registrar of Assurances at Bombay-1 under Serial no. 6779 of 2019 has been filed by UJREF giving notice of the 2019 UJREF C. A. Petition and stating that the rights of Mr. Kishor Nandlal Shah, Mr. Vimal Kishor Shah and Mr. Nimesh Kishor Shah, Sarayu K. Shah, and MMNPL in the Property are directly in question in the 2019 UJREF C. A. Petition and during the pendency of the 2019 UJREF C. A. Petition, the Property cannot be transferred or dealt with by any parties to the 2019 UJREF C. A. Petition so as to affect the rights of UJREF. Although, the aforesaid Notice of Lis Pendens dated 1<sup>st</sup> November, 2019 gives notice of pendency of 2019 UJREF C. A. Petition, the same has been disposed of vide Order dated 31<sup>st</sup> January, 2020, passed by the Hon'ble Justice Mr. G. S. Patel.
- (c) Notice of Lis Pendens dated 1<sup>st</sup> November, 2019, registered with the Office of the Sub-Registrar of Assurances at Bombay-1 under Serial no. 6780 of 2019 has been filed by UJREF and UJVF giving notice of the 2019 UJREF C. A. Petition and stating that the rights of Mr. Kishor Nandlal Shah, Mr. Vimal Kishor Shah and Mr. Nimesh Kishor Shah, Sarayu K. Shah and MMNPL in the Property are directly in question in the 2019 UJREF C. A. Petition and during the pendency of the 2019 UJREF C. A. Petition, the Property cannot be transferred or dealt with by any parties to the 2019 UJREF C. A. Petition so as to affect the rights of UJREF and UJVF. Although, the aforesaid Notice of Lis Pendens dated 1<sup>st</sup> November, 2019 gives notice of pendency of 2019 UJREF C. A. Petition, the same has been disposed of vide Order dated 31<sup>st</sup> January, 2020, passed by the Hon'ble Justice Mr. G. S. Patel.
- (d) Notice of Lis Pendens dated 26<sup>th</sup> November, 2020, registered with the Office of the Sub-Registrar of Assurances at Bombay-1 under Serial no. 8702 of 2020 has been filed by UJREF and UJVF giving notice of the Commercial Execution Application No. 194 of 2020 along with Interim Application (I) No. 3315 of 2020 and Interim Application (I) No. 3322 of 2020 ("2020 UJREF & UJVF C. E. Application & Interim Applications") filed by UJREF and UJVF against Mr. Kishor Nandlal Shah, Mr. Vimal Kishor Shah and Mr. Nimesh Kishor Shah and Joyce Realtors Private Limited ("JRL") before the High Court of Bombay and stating that the

  
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rights of Mr. Kishor Nandlal Shah, Mr. Vinod Kishor Shah and Mr. Nandlal Kishor Shah, Saryu K. Shah and MMNPL in the Property are directly in question in the 2020 UTL & UIVCF C. E. Application & Interim Applications and during the pendency of the 2020 UTL & UIVCF C. E. Application & Interim Applications, the Property cannot be transferred or dealt with by any parties to the 2020 UTL & UIVCF C. E. Application & Interim Applications so as to affect the rights of UTL and UIVCF. It is pertinent to note that, MMNPL is not party to the 2020 UTL & UIVCF C. E. Application & Interim Applications.

(i) **ROC Search Report:**

I have relied upon Search Report dated 07/10/2021 issued by MMNPL. MMNPL have taken Search on the portal of Ministry of Corporate Affairs for record of Registrar of Companies (ROC) in respect of Index of charges in connection with subject Property. Although the ROC Search Report mentions the HDFC Loans, and the mortgage/charge created in favour of HDFC in respect of the Property, MMNPL has repaid the loan and HDFC has reconveyed and released the Property to MMNPL as recorded in the Devolution of Title herenabov.

(ii) **CERSAI Search Report:**

Although the CERSAI Search Report reflects a charge on the Property created on 1<sup>st</sup> June, 2019, and registered on 1<sup>st</sup> July, 2019 by MMNPL as the Borrower and HDFC as the Charge Holder, MMNPL has repaid the loan and HDFC has reconveyed and released the Property to MMNPL as recorded in the Devolution of Title herenabov.

(iii) **Litigation Search Reports:**

I have relied upon the Litigation Search Reports dated December 10, 2021 and October 12, 2021, issued by Cubicree Technology Solutions Private Limited. Upon the perusal of the Litigation Search Report, the EFPL Litigation Search Report and MMNPL Litigation Search Report record various suits, actions and proceedings, filed and instituted by and/or against EFPL (now known as MMNPL) (**Litigation Search Reports Proceedings**), as mentioned hereunder. However, MMNPL has under the Declaration-cum-Undertaking & Indemnity represented to us that as per the best of its knowledge, other than the proceedings mentioned in the Declaration-cum-Undertaking & Indemnity and annexure thereto and also mentioned in this Title Certificate, none of the Litigation Search Reports Proceedings reflected in the Litigation Search Reports, in respect of, or adversely affecting, the Property, or any part thereof, and/or the development thereof.

(a) The Everest Fincap Private Limited Litigation Search Report records the following suits/proceedings filed by/against Everest Fincap Private Limited which are pending (**Everest Fincap Private Limited's Pending Proceedings**):

(i) Case No. WP/7099/2016 filed by Ganpat Krishna Parte against Everest Fincap Private Limited in the Hon'ble High Court of Bombay (Status: Admitted Unready).

- (ii) Case No. CP/16012016 filed by Shri Suthendu Mewalal Shah against Everest Fincap Private Limited in the Hon'ble High Court of Bombay (Status: Pre-admission).
- (iii) Case No. WP/13037/2017 filed by Satyawati Bhaaskar Mestry against Developer, MIS Everest Fincap Private Limited in the Hon'ble High Court of Bombay (Status: Pre-admission).
- (iv) Case No. Suit No./160030/2019 filed by Shri Mewalal Hiralal Shah against M/s. Everest Fincap Private Limited in the Civ Civil Court, Mumbai.
- (v) Case No. Suit No./101804/2018 filed by Mr. Suresh Subai Rajbhar against Everest Fincap Private Limited and others in the Civ Civil Mumbai (Status: Notice of Motion for Dismissal).
- (vi) Case No. RAD/1290/2018 filed by Franco Indian Pharmaceutical Private Limited through its Authorised Signatory V R K Subramanian against Everest Fincap Private Limited in the Small Causes Court, Dhada Talao, Mumbai (Status: Hearing in Notice).
- (vii) Case No. R. Appeal/234/2019 filed by Everest Fincap Private Limited Now Known As Money Magnum Nest Private Limited against Shubh Bhanji Umarshi in the Small Causes Court, Dhobi Talao, Mumbai (Status: Hearing in Notice).
- (viii) Case No. TER/106/2021 filed by Money Magnum Nest Private Limited formerly known as Everest Fincap Private Limited against Bank of India in the Small Causes Court, Dhobi Talao, Mumbai (Status: Unreserved).
- (ix) Other Misc. Crim. Application No. 385 of 2016 filed by Jasmin Everest Countryside Co-Operative Housing Society Ltd Through Neelam Ravinder Tatklor against Everest Fincap Private Limited in the JMFC Court 2, Thane (Status: Order).
- (x) Case No. M.C.A./259/2019 filed by Jeevan Poudhurang Chavan against M/s Everest Fincap Private Limited Through Director Kishor Nandlal Shah in the District and Sessions Court, Pune (Status: Arguments on Exhibits).
- (xi) Case No. R.C.S./676/2019 filed by Shashikant Pandurang Chavan against M/s Everest Fincap Private Limited Through Kishor Nandlal Shah in the Civil Court Senior Division, Pune (Status: Issues).

(b) The Everest Fincap Private Limited Litigation Search Report records the following suits/proceedings filed by/against Everest Fincap Private Limited which have been disposed of (**Everest Fincap Private Limited's Disposed Of Proceedings**):

- (i) Case No. C.A./001605/2008 filed by Everest Fincap Private Limited against the Official Liquidator, L. Bradbury Mills Limited in the Hon'ble Supreme Court of India.
- (ii) Case No. C.A./001658/2008 filed by Everest Fincap Private Limited against the Official Liquidator, L. Bradbury Mills Limited in the Hon'ble Supreme Court of India.
- (iii) Case No. SLP(C)/004804/2011 filed by Premnarayan Harinaranji Lakhani against Everest Fincap Private Limited in the Hon'ble Supreme Court of India.
- (iv) Case No. SLP(C)/030706/2011 filed by Kishankumar Chitrabhubajadas Karnani against Everest Fincap Private Limited in the Hon'ble Supreme Court of India.
- (v) Case No. SLP(C)/036458/2017 and C.A./011180/2018 filed by United Commercial Bank Through Senior Manager against Everest Fincap Private Limited Through Its Director in the Hon'ble Supreme Court of India.

- (vii) Case No. SLP(C)/036702/2017 and C.A./011181/2018 filed by Everest Fincap Private Limited (Now Known As Money Magnum Nest Private Limited) Director against Krishna Realtors Through Its Proprietor Dilip Hariyani in the Hon'ble Supreme Court of India.
- (viii) Case No. SLP(C)/036558/2018 and C.A./011176/2018 filed by Henk Of India Through Its Authorised Representative against Everest Fincap Private Limited Through Its Director in the Hon'ble Supreme Court of India.
- (ix) Case No. R.P.(C)/002053/2019 filed by Krishankumar Chitrabhubajadas Karnani against Everest Fincap Private Limited in the Hon'ble Supreme Court of India.
- (x) Case No. R.P.(C)/002054/2019 filed by Premnarayan Harinaranji Lakhani against Everest Fincap Private Limited in the Hon'ble Supreme Court of India.
- (xi) Case No. R.P.(C)/002051/2019 filed by Premnarayan Harinaranji Lakhani against Everest Fincap Private Limited in the Hon'ble Supreme Court of India.
- (xii) Case No. R.P.(C)/002055/2019 filed by Premnarayan Harinaranji Lakhani against Everest Fincap Private Limited in the Hon'ble Supreme Court of India.
- (xiii) Case No. MA/000559/2020 filed by United Commercial Bank through Senior Manager against Everest Fincap Private Limited through its Director in the Hon'ble Supreme Court of India.
- (xiv) Case No. CAF/2211/2008 filed by MIS Everest Fincap Private Limited against Laliq Ahmed Abdul Majid Ansari in the Hon'ble High Court of Bombay.
- (xv) Case No. CAF/2212/2008 filed by M/S Everest Fincap Private Limited against Laliq Ahmed Abdul Majid Ansari in the Hon'ble High Court of Bombay.
- (xvi) Case No. FA/1374/2008 filed by M/S Everest Fincap Private Limited against Laliq Ahmed Abdul Majid Ansari in the Hon'ble High Court of Bombay.
- (xvii) Case No. AO/488/2008 filed by M/S. Shree Siddhivinayak Construction against M/S. Everest Fincap Private Limited And Others in the Hon'ble High Court of Bombay.
- (xviii) Case No. CAA/565/2008 filed by M/S. Shree Siddhivinayak Construction against M/S. Everest Fincap Private Limited And Others in the Hon'ble High Court of Bombay.
- (xix) Case No. WP/3655/2016 filed by Kashinath Shivram Sawant against Everest Fincap Private Limited in the Hon'ble High Court of Bombay.
- (xx) Case No. WP/7239/2016 filed by Ganpat Krishna Parte against Everest Fincap Private Limited in the Hon'ble High Court of Bombay.
- (xxi) Case No. WP/6827/2016 filed by Shri Suthendu Mewalal Shah against Everest Fincap Private Limited in the Hon'ble High Court of Bombay.
- (xxii) Case No. WP/6362/2016 filed by Kumari Sunita Mewalal Shah against Everest Fincap Private Limited in the Hon'ble High Court of Bombay.
- (xxiii) Case No. AO/837/2019 filed by Mr. Suresh Subai Rajbhar against M/S Everest Fincap Private Limited in the Hon'ble High Court of Bombay.
- (xxiv) Case No. CAA/994/2019 filed by Mr. Suresh Subai Rajbhar against M/S Everest Fincap Private Limited in the Hon'ble High Court of Bombay.
- (xxv) Case No. CAA/995/2019 filed by Mr. Suresh Subai Rajbhar against M/S Everest Fincap Private Limited in the Hon'ble High Court of Bombay.
- (xxvi) Case No. APP/416/2006 filed by Everest Fincap Private Limited against The Official Liquidator Being The Liquidator Of Bradbury Mills Limited (In Liquidation) in the Hon'ble High Court of Bombay.

- (xxvii) Case No. APP/417/2006 filed by Everest Fincap Private Limited against The Official Liquidator Being The Liquidator Of Bradbury Mills Limited (In Liquidation) in the Hon'ble High Court of Bombay.
- (xxviii) Case No. CA/338/2006 filed by Everest Fincap Private Limited against The Official Liquidator Being The Liquidator Of Bradbury Mills Limited (In Liquidation) in the Hon'ble High Court of Bombay.
- (xxix) Case No. MMA/1802/2006 filed by Everest Fincap Private Limited against The Official Liquidator Being The Liquidator Of Bradbury Mills Limited (In Liquidation) in the Hon'ble High Court of Bombay.
- (xxx) Case No. MMA/1801/2006 filed by Everest Fincap Private Limited against The Official Liquidator Being The Liquidator Of Bradbury Mills Limited (In Liquidation) in the Hon'ble High Court of Bombay.
- (xxxi) Case No. CA/434/2006 filed by Everest Fincap Private Limited against The Official Liquidator Being The Liquidator Of Bradbury Mills Limited (In Liquidation) in the Hon'ble High Court of Bombay.
- (xxxii) Case No. W13/1318/2007 filed by Everest Fincap Private Limited against The Official Liquidator Being The Liquidator Of Bradbury Mills Limited (In Liquidation) in the Hon'ble High Court of Bombay.
- (xxxiii) Case No. WP/2509/2008 filed by Everest Fincap Private Limited against Krishna Realtors and Others in the Hon'ble High Court of Bombay.
- (xxxiv) Case No. WP/1487/2010 filed by Everest Fincap Private Limited against United Commercial Bank and Others in the Hon'ble High Court of Bombay.
- (xxxv) Case No. WP/1488/2010 filed by Everest Fincap Private Limited against United Commercial Bank and Others in the Hon'ble High Court of Bombay.
- (xxxvi) Case No. CHSW/284/2010 filed by Everest Fincap Private Limited against M. Ramnarayan Private Limited and Others in the Hon'ble High Court of Bombay.
- (xxxvii) Case No. WP/1486/2010 filed by Everest Fincap Private Limited against Premnarayan Harinaranji Lakhani and Others in the Hon'ble High Court of Bombay.
- (xxxviii) Case No. ITXA/2215/2011 filed by The Commissioner Of Income Tax Thane - I against WS Everest Fincap Private Limited in the Hon'ble High Court of Bombay.
- (xxxix) Case No. WP/1444/2011 filed by Premnarayan Harinaranji Lakhani against Everest Fincap Private Limited and Others in the Hon'ble High Court of Bombay.
- (xl) Case No. CHSW/254/2011 filed by Premnarayan Harinaranji Lakhani against Everest Fincap Private Limited and Others in the Hon'ble High Court of Bombay.
- (xli) Case No. WP/2943/2014 filed by L. Palaniswamy Chettyar against Everest Fincap Private Limited in the Hon'ble High Court of Bombay.
- (xlii) Case No. WP/2669/2015 (stamp) filed by Nathu Ganpat Pawar against Everest Fincap Private Limited in the Hon'ble High Court of Bombay.
- (xliii) Case No. WP/2064/2015 (stamp) filed by Smt Gunvanti Kanishka Babar against Everest Fincap Private Limited in the Hon'ble High Court of Bombay.
- (xliv) Case No. CRO/1843/2015 filed by Smt Gunvanti Kanishka Babar against Everest Fincap Private Limited in the Hon'ble High Court of Bombay.
- (xlv) Case No. WP/958/2016 filed by Sanjay Champalal Surana against Everest Fincap Private Limited in the Hon'ble High Court of Bombay.
- (xlvi) Case No. TPAC/341/2017 (stamp) filed by Everest Fincap Private Limited against Krishna Realtors and Others and Urban Infrastructure Trustees Limited - Third Party in the Hon'ble High Court of Bombay.

- (xlv) Case No. TPAC/295/2017(stamp) filed by Pravin G Shah against Everest Fincap Private Limited (Nimesh Shah - Director) in the Hon'ble High Court of Bombay;
- (xlvi) Case No. CARBP/1407/2019 filed by Urban Infrastructure Real Estate Fund against Everest Fincap Private Limited in the Hon'ble High Court of Bombay;
- (xlvii) Case No. CARBP/1406/2019 filed by Urban Infrastructure Trustees Limited and Another against Everest Fincap Private Limited in the Hon'ble High Court of Bombay;
- (xlix) Case No. SUIT/104194/2004 filed by MV/S. Everest Fincap Private Limited against Ghatkopar Shree Nalanda Co-Operative Housing Society and Others in the City Civil Court, Mumbai;
- (l) Case No. SUIT/104425/2005 filed by Lajq Ahmed Abdul Majid Ansari against Everest Fincap Private Limited in the City Civil Court, Mumbai;
- (li) Case No. Notice of Motion/803921/2005 filed by Lajq Ahmed Abdul Majid Ansari against Everest Fincap Private Limited in the City Civil Court, Mumbai;
- (lii) Case No. Chamber Summons/42012005 filed by MIS Everest Fincap Private Limited against Ghatkopar Shree Nalanda Co-Operative Housing Society and Others in the City Civil Court, Mumbai;
- (liii) Case No. Notice of Motion/802767/2007 filed by Lajq Ahmed Abdul Majid Ansari against Everest Fincap Private Limited in the City Civil Court, Mumbai;
- (liv) Case No. Chamber Summons/683/2007 filed by MIS Everest Fincap Private Limited against Ghatkopar Shree Nalanda Co-Operative Housing Society and Others in the City Civil Court, Mumbai;
- (lv) Case No. Notice of Motion/80411/2008 filed by MIS Everest Fincap Private Limited against Ghatkopar Shree Nalanda Co-Operative Housing Society and Others in the City Civil Court, Mumbai;
- (lvi) Case No. SUIT/102958/2016 filed by Janardhan Naga Koi against Everest Fincap Private Limited and others in the City Civil Court, Mumbai;
- (lvii) Case No. Notice of Motion/191099/2016 filed by Mewalal H. Shah against Everest Fincap Private Limited and others in the City Civil Court, Mumbai;
- (lviii) Case No. Notice of Motion/102884/2018 filed by Mr. Suresh Subar Rajbhar against Everest Fincap Private Limited and Others in the City Civil Court, Mumbai;
- (lix) Case No. Notice of Motion/102017/2019 filed by Mr. Suresh Subar Rajbhar against Everest Fincap Private Limited and Others in the City Civil Court, Mumbai;
- (lx) Case No. RAD/202044/1993 filed by Shah Bhanji Umarshi against M/s. Everest Fincap Private Limited in the Small Causes Court, Dhoobi Talao, Mumbai;
- (lxi) Case No. R.Appeal/100127/2014 filed by Shri. Uday Shantaram Dhaude against M/s. Everest Fincap Private Limited in the Small Causes Court, Dhoobi Talao, Mumbai;
- (lxii) Case No. Private Warrant case SW/4900058/2008 filed by Laxman Dhanji Senghani against M/s. Everest Fincap Private Limited in the Additional Metropolitan Magistrate, Vikhroli, Mumbai;
- (lxiii) Case No. ITA 253/MUM/2014 filed by ITO 3(1)(3), Mumbai against Everest Finvest (I) Private Limited, Mumbai in the Income Tax Appellate Tribunal;
- (lxiv) Case No. ITSSA 203/MUM/2005 filed by DCF CC-7, Mumbai against Everest Fincap Private Limited, Mumbai in the Income Tax Appellate Tribunal.

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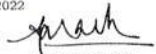
- (c) The Money Magnum Nest Private Limited Litigation Search Report records the following suits/proceedings filed by/against Money Magnum Nest Private Limited which are pending ("Money Magnum Nest Private Limited's Pending Proceedings"):
  - (i) Case No. WP/3494/2019 filed by Mahendra Krishna Aagle and Others against Money Magnum Nest Private Limited in the Hon'ble High Court of Bombay (Status: Petition for Admission);
  - (ii) Case No. WP/ 2238/2019 filed by Vidyakumar Singh and Another (Legal Heir) against Money Magnum Nest Private Limited in the Hon'ble High Court of Bombay (Status: For Admission);
  - (iii) Case No. WP/2218/2019 filed by Ashvin Manoharlal Jam and Another against Money Magnum Nest Private Limited in the Hon'ble High Court of Bombay (Status: For Admission);
  - (iv) Case No. CC/2/2017 filed by M/S. Money Magnum Nest Private Limited against Joyce Realtors Private Limited and Others in the Hon'ble High Court of Bombay (Status: For Rejection - Original Side Matters);
  - (v) Case No. S/117/2014 filed by Urban Infrastructure Venture Capital Fund and Another against Money Magnum Nest Private Limited in the Hon'ble High Court of Bombay (Status: For Written Statements);
  - (vi) Case No. WP/622/2021 filed by Money Magnum Nest Private Limited against Bank of India and Others in the Hon'ble High Court of Bombay (Status: Pre Admission);
  - (vii) Case No. SUIT/100807/2021 filed by Money Magnum Nest Private Ltd. Against Sudhendu Mewalal Shah in the City Civil Court, Mumbai (Notice of Motion);
  - (viii) Case No. Notice Of Motion/102139/2021 filed by Money Magnum Nest Private Ltd. against Sudhendu Mewalal Shah in the City Civil Court, Mumbai;
  - (ix) Case No. Notice Of Motion/101874/2021 filed by Money Magnum Nest Private Ltd. against Sudhendu Mewalal Shah in the City Civil Court, Mumbai;
  - (x) Case No. Notice Of Motion/101401/2021 filed by Money Magnum Nest Private Ltd. against Sudhendu Mewalal Shah in the City Civil Court, Mumbai (Status: Notice of Motion Reply Rejoinder);
  - (xi) Case No. TER/106/2021 filed by Money Magnum Nest Private Limited formerly known as Everest Fincap Private Limited against Bank of India in the Small Causes Court, Dhoobi Talao, Mumbai (Status: Unserved);
  - (xii) Case No. R.Appeal/214/2019 filed by Everest Fincap Private Limited Now known as Money Magnum Nest Private Limited against Shah Bhanji Umarshi in the Small Causes Court, Dhoobi Talao, Mumbai (Status: Notice for Hearing).
- (d) The Money Magnum Nest, Private Limited Litigation Search Report records the following suits/proceedings filed by/against Money Magnum Nest Private Limited which have been disposed of ("Money Magnum Nest Private Limited's Disposed Of Proceedings"):
  - (i) Case No. SLP(C)/036702/2017 filed by Everest Fincap Private Limited (Now Known As Money Magnum Nest Private Limited) through its Director against Krishna Realtors Through Its Proprietor Dikp Hariyani and Others in the Hon'ble Supreme Court of India;
  - (ii) Case No. WP/2911/2018 filed by Sunil Thakkar and Others Versus The State of Maharashtra and Others and Money Magnum Nest Private Limited (Intervener) in the Hon'ble High Court of Bombay.

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H. MISCELLANEOUS / OTHER OBSERVATIONS:

- i) 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.
- ii) I assume that technical due diligence in respect of the said Property and the construction thereon as regards requisite approvals, sanctions, NOCs, building permissions, environmental clearances including the consent to establish and operate, FSI/TDR utilized/loaded, physical survey, reservations, religious structures, heritage structures, road access, electricity sub-stations, underground pipes, high tension wires, etc. have/will be duly conducted.
- iii) 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 me. Any variance of the facts or of law may caused a corresponding in my Legal Title Report vis-a-vis Flow of Title.

Dated this 19<sup>th</sup> day of July 2022

  
(Pradip Garach)  
Advocate, High Court Bombay



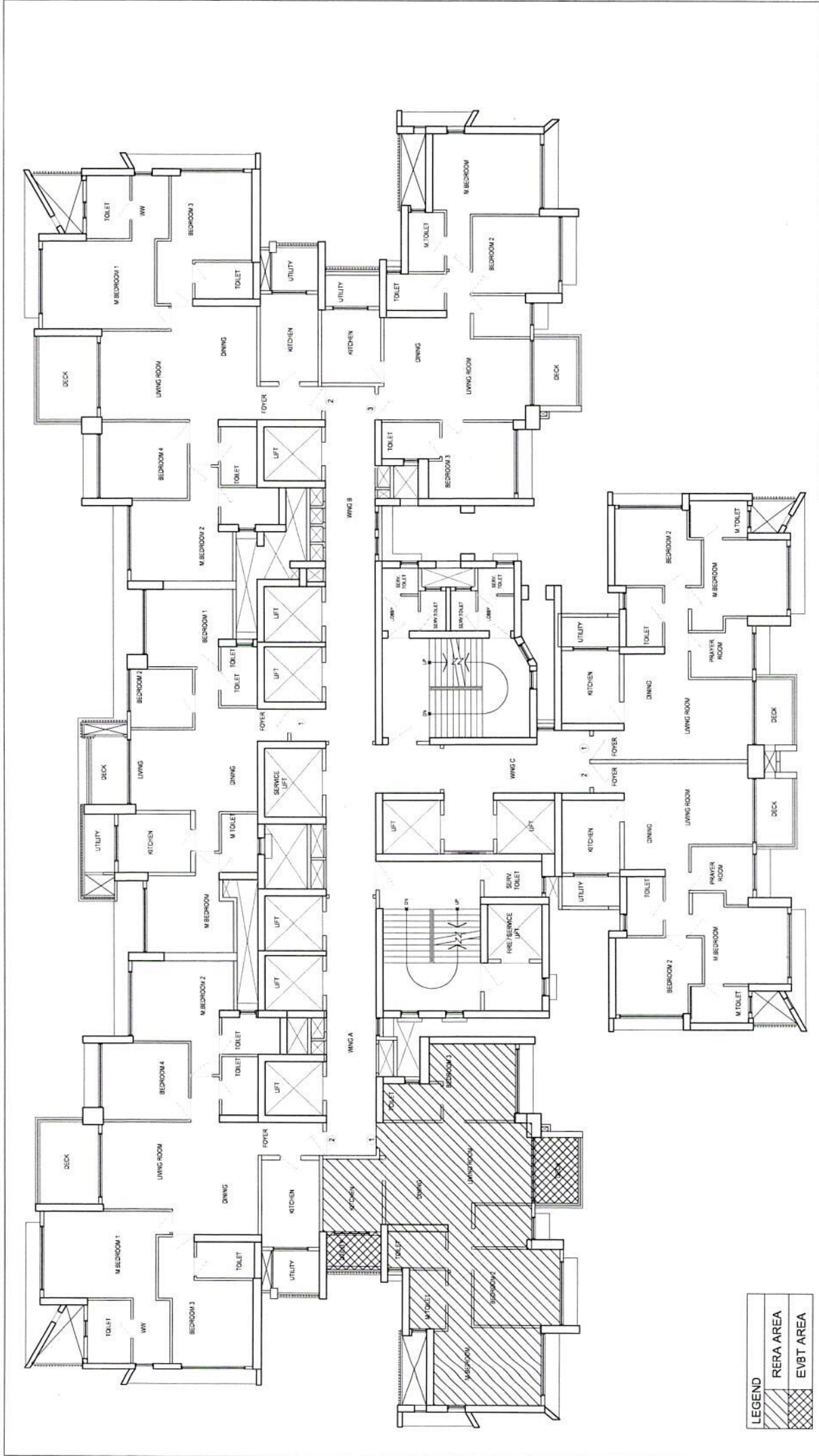
**Annexure 4**

*(Key Approvals)*

<b>No.</b>	<b>Approval/Document</b>	<b>Date of Document</b>	<b>Document Ref No.</b>	<b>Issuing Authority</b>
1.	Intimation of Disapproval	25 July 2022	P-11910/2022/ (1913) / E /Ward/ Byculla/ IOD/1/New	Municipal Corporation of Mumbai
2.	Commencement Certificate	27 July 2022	P-11910/2022/ (1913) / E /Ward/ Byculla/ CC/1/New	Municipal Corporation of Mumbai



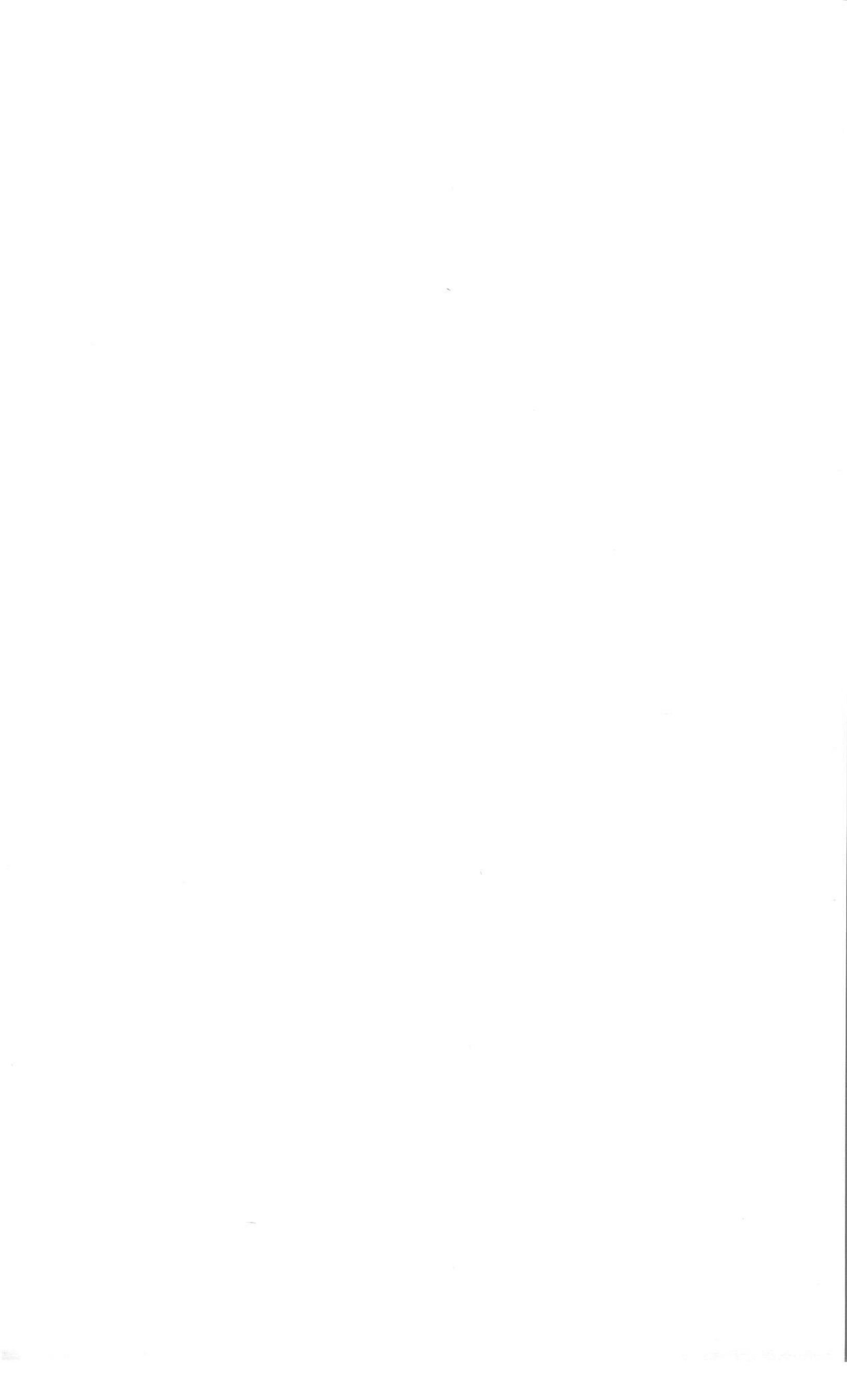




LEGEND
RERA AREA
EVBT AREA

<p><b>MACROTECH DEVELOPERS LIMITED</b></p>	<p><b>LODHA BELLEVUE</b></p>	<p><b>WING : A FLOOR 1ST TO 12TH, 14TH TO 57TH</b></p>	<p><b>FLAT NO. 1</b></p>
<p><b>PROPOSED DEVELOPMENT ON PLOT BEARING C.S. NO.- 1913 OF BYCULLA DIVISION IN E WARD.</b></p>		<p><b>TYPICAL FLOOR PLAN</b></p>	
<p>NOTE: PLAN NOT TO THE SCALE. FOR ACCURATE MEASUREMENT 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 +1-3% ON ACCOUNT OF CONSTRUCTION OR DESIGN TOLERANCES.</p>			





**Annexure 6**

*(Unit and Project Details)*

- (I) **CUSTOMER ID** :2252807
- (II) **Correspondence Address of Purchaser:** C-2202, Kanakia Silicon Valley, Behind Dr L H Hirandani Hospital, Triandaz, Powai, Mumbai - 400076 Maharashtra India

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

(IV) **Unit Details:**

(i) Development/Project : Lodha Bellevue

(ii) Building Name : Lodha Bellevue

(iii) Wing : A

(iv) Unit No. : A-1601

(v) Area :

	Sq. Ft.	Sq. Mtrs.
Carpet Area	1,025	95.22
EBVT Area	86	7.99
Net Area (Carpet Area +EBVT Area)	1,111	103.21

(vi) Car Parking Space Allotted: 2

(V) **Consideration Value (CV):** Rs. 5,35,72,000/- (Rupees Five Crore Thirty-Five Lakh Seventy-Two 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>31-01-2025</b>
2	<b>Booking Amount II</b>	<b>44,57,200</b>	<b>31-01-2025</b>
3	<b>Booking Amount III</b>	<b>80,35,800</b>	<b>21-03-2025</b>
4	<b>On or before 01-Jan-26</b>	<b>2,41,07,400</b>	<b>01-01-2026</b>
5	<b>On date of receipt of OC</b>	<b>1,60,71,600</b>	<b>Due As Per Construction</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
3 BHK Optima	5
3 BHK with Study	5
4 BHK	6

(VIII) **Date of Offer of Possession:** 30-06-2026, subject to additional grace period of 18 Months and any extension as may be applicable on account of the provisions of Clause 10.4.

(IX) **Project Details:**

- 1) Project Name: Lodha Bellevue
- 2) RERA Registration Number: P51900046567
- 3) No. of Buildings: 1

DRAFT

## 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. 8,55,000/- (Rupees Eight lakh Fifty-Five Thousand Only).
- (II) **Maintenance Related Amounts:** Provisional amounts (subject to actuals) covering period of months from Date of Offer of Possession. Payable on/before the Date of Offer of Possession:
1. **BCAM Charges:**  
Rs. 2,04,980/- (Rupees Two Lakh Four Thousand Nine Hundred Eighty Only) covering period of 18 months from DOP.
  2. **FCAM Charges (if applicable):** Rs. 4,16,625/- (Rupees Four Lakh Sixteen Thousand Six Hundred Twenty-Five Only) covering period of 60 months from DOP.
  3. **Property Tax (Estimated):** Rs. 1,15,788/- (Rupees One Lakh Fifteen Thousand Seven Hundred Eighty-Eight Only) covering period of 18 months from DOP.
  4. **Building Protection Deposit:** Undated Cheque of Rs.5,55,500/- (Rupees Five Lakh Fifty-Five Thousand Five Hundred 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.



## Annexure 7

### LODHA Bellevue

#### Legal Amenity list (Finished apartments)

Date: 02 April 2024 – R2

#### Units-

1. Air conditioned<sup>^</sup> homes with hi-wall units.
2. Imported marble flooring in living dining, passage & master bedroom.
3. Marbital flooring in all bedrooms.
4. All toilets finished in vitrified tiles & master toilets finished in imported marble.
5. Vitrified tiles in kitchen and ceramic tiles in utility, store & service areas.
6. Platform & sink provided in kitchens
7. CP/sanitary fixtures provided in toilets.
8. Multi-level security with :
  - Video door phone.
  - CCTV monitoring of key common areas.
  - Passenger lift access control.
  - Panic alarm.
  - Gas Leak detector in kitchens.

#### Tower Amenities-

1. Well-designed entrance lobby.
2. Well-designed floor lift lobbies.
3. Passenger elevators from Schindler\*/ Kone\*.
4. Service elevators from Schindler\*/ Kone\*.
5. Firefighting systems.

#### Facilities/Amenities in larger development

1. Gymnasium
2. Banquet Hall
3. Indoor games room
4. Café
5. Multipurpose sports court
6. Futsal court
7. Tennis court
8. Multipurpose play turf
9. Indoor badminton court
10. Swimming Pools
  - Swimming pool
  - Kids pool
  - Indoor pool
11. Walking/ Jogging track
12. Multipurpose Lawn
13. Outdoor kid's play area
14. Multi-level car park

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

<sup>^</sup> 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 multi-level car parking building will also be used for parking of another development and some infrastructure services may be shared/ co-located with other developments.



**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.


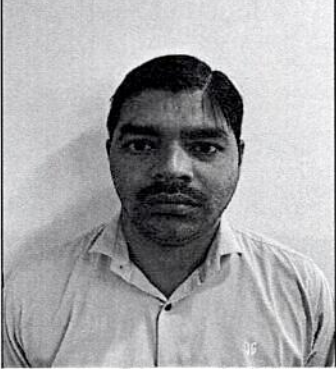

Please treat this as the Notice of Termination referred to at Clause 11.3.1(b) of the ATS and proceed with the termination of the ATS in accordance with Clause 11 of the ATS.

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		

C - 3



**BRIHANMUMBAI MUNICIPAL CORPORATION**

**FORM 'A'**

**MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966**

No P-11910/2022/(1913)/E Ward/BYCULLA/FCC/3/Amend

**COMMENCEMENT CERTIFICATE**



To,  
M/S. Macrotech Developers Limited  
Lodha Excelus, Apollo mill compound, N.M. joshi  
Marg, Mahalaxmi

Sir,

With reference to your application No. **P-11910/2022/(1913)/E Ward/BYCULLA/FCC/3/Amend** Dated **30 Jun 2022** 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 **30 Jun 2022** of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. **1913** C.T.S. No. **1913** Division / Village / Town Planning Scheme No. **2035** situated at **Maulana Azad Road and Bapurao Jagtap Marg Road / Street in E Ward 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. Assistant Engineer(BP) CITY- IV** Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 26/7/2023

Issue On : 27 Jul 2022 Valid Upto : 26 Jul 2023

Application Number : P-11910/2022/(1913)/E  
Ward/BYCULLA/FCC/1/New

Remark :

This CC is issued for core upto ground level of Wing 1, Plinth C.C. for core upto ground level of Wing 2, Upto 7th podium top for Wing 4 and CC upto plinth for Fitness Centre as per approved IOD dtd. 25.07.2022.

Approved By  
Exe.Eng. (BP)/City-I  
Executive Engineer

Issue On : 05 Jul 2023 Valid Upto : 04 Jul 2024

Application Number : P-11910/2022/(1913)/E  
Ward/BYCULLA/FCC/1/Amend

Remark :

This C.C. is endorsed for plinth & core upto ground level of Wing 1, Plinth C.C. & core upto ground level of Wing 2 & 3 & upto plinth & core for MLCP-2 as per approved plan dtd. 7.06.2023.

Approved By  
Exe.Eng. (BP)/City-I  
Executive Engineer

Issue On : 04 Sep 2023 Valid Upto : 03 Sep 2024

Application Number : P-11910/2022/(1913)/E  
Ward/BYCULLA/FCC/1/New

Remark :

This CC is extended upto Silt for Wing '1' & Wing '3' as per approved amended plan dtd. 7.06.2023

Approved By  
Assistant Engineer(BP) CITY- IV

P-11910/2022/(1913)/E Ward/BYCULLA/FCC/3/Amend

Assistant Engineer (BP)

Issue On : 27 Sep 2023 Valid Upto : 26 Sep 2024

Application Number : P-11910/2022/(1913)/E  
Ward/BYCULLA/FCC/1/Amend

Remark :

This CC extended upto 14th upper floor for Wing '3' as per approved amended plan dtd. 07.06.2023

Approved By  
Assistant Engineer(BP) CITY- IV  
Assistant Engineer (BP)

Issue On : 18 Jan 2024 Valid Upto : 17 Jan 2025

Application Number : P-11910/2022/(1913)/E  
Ward/BYCULLA/FCC/2/Amend

Remark :

This CC is extended upto 14th upper floor for Wing '1' as per approved amended plan dtd. 07.06.2023

Approved By  
Assistant Engineer(BP) CITY- IV  
Assistant Engineer (BP)

Issue On : 22 May 2024 Valid Upto : 04 Jul 2024

Application Number : P-11910/2022/(1913)/E  
Ward/BYCULLA/FCC/3/Amend

Remark :

This C.C is further extended up to 58th upper floors i.e. Full CC including LMR & OHT for Wing 1 and upto 37th upper floors i.e. Full C.C. including LMR & OHT for Wing 3 as per approved amended plan dtd. 09.05.2024.

Checked & Verified By: M. S. LANGE  
City Engineer (Suburban) Municipal Corporation  
City of Mumbai  
Registered Assistant Engineer (BP)

For and on behalf of Local Authority  
Brihanmumbai Municipal Corporation  
Assistant Engineer - Building Proposal  
City E Ward Ward

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





MUNICIPAL CORPORATION OF GREATER MUMBAI

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

No. P-11910/2022(1913)E  
Ward/BYCULLA/OD/1/New

MEMORANDUM

Municipal Office,  
Mumbai

To,  
MONEY MAGNUM NEST PVT. LTD

Godrej Coliseum, 'A' Wing, 1301, 13th floor, Behind Everard Nagar, Off Eastern Express Highway,  
Sion (E), Mumbai - 400 022

With reference to your Notice 337 (New), letter No. 6162 dated, 30/6/2022 and the plans, Sections Specifications and description and further particulars and details of your buildings at Proposed development on plot bearing C.S. No. 1913 Byculla division at Maulana Azad Road and Bapurao Jagtap Marg, Byculla, E- Ward, Mumbai-400011. CTS/CS/FP No. 1913 furnished to me under your letter, dated 30/6/2022. 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 Mumbai Municipal Corporation Act as amended up to date, my disapproval by reasons thereof :-

**A: CONDITIONS TO BE COMPLIED WITH BEFORE STARTING THE WORK.**

- 1 That the commencement certificate under Sec.44/69(1)(a) of the M.R.& T.P.Act will not be obtained before starting the proposed work.
- 2 That the certificate to the effect that the licensed surveyor has effectively supervised the work and has carried out tests for checking leakages through sanitary blocks, terraces, fixtures, joints in drainage pipes etc. and that the workmanship is found very satisfactory shall not be submitted
- 3 That the builder / developer / owner shall not prepare a "debris management plan" showing the prospective quantum of debris likely to be generated, arrangements for its proper storage at the site, transportation plan of the agency appointed for the same, with numbers and registration numbers of vehicles to be deployed and the final destination where the debris would be unloaded by them and submit the same to the Zonal Executive Engineer of S.W.M. Department and the same shall not be got approved before demolition of existing building or commencing any construction activity.
- 4 That the precautionary wall shall not be constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per DCPR No.37(24).
- 5 That the low lying plot will not be filled up to reduced level of at least 92 T.H.D.or 6? above adjoining

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No. P-11910/2022(1913)E  
Ward/BYCULLA/OD/1/New

- road level whichever is higher with murum, earth, boulders, etc. and will not be leveled, rolled, consolidated and sloped towards road side before starting the work.
- 6 That the specifications for layout / D.O. / or access roads / development of setback land will not be obtained from E.E. Road (Construction) (City) before starting construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.D., the completion certificate will not be obtained from E.E.(R.C.) / E.E.(S.W.D.) of City before submitting building completion certificate.
- 7 That the registered undertaking and additional copy of plan shall not be submitted for agreeing to handover the setback land free of compensation and that the setback handing over certificate will not be obtained from Ward officer before demanding C.C. and that the ownership of the setback land will not be transferred in the name of M.C.G.M. before O.C.
- 8 That the Structural Engineer will not be appointed. Supervision memo as per appendix XI (regulation5(3)(ix)) will not be submitted by him.
- 9 That the structural design and calculations for the proposed work, accounting for seismic analysis as per relevant I.S. Code and for existing building showing adequacy thereof to take up additional load along with bearing capacity of the soil strata and adequate safety measures along with methodology and design to be undertaken to safeguard the existing cliff portion and retaining wall will not be submitted before C.C.
- 10 That the regular/sanctioned/ proposed lines and reservations will not be got demarcated at site through A.E.(Survey)/E.E.(T&C)/E.E.(D.P.)/D.I.L.R. before applying for C.C.
- 11 That the sanitary arrangement shall not be carried out as per Municipal specifications and drainage layout will not be submitted before C.C.
- 12 That the existing structure proposed to be demolished will not be demolished or necessary phase programme with agreement will not be submitted and got approved before C.C.
- 13 That the qualified/registered site supervisor through architect/structural Engineer will not be appointed before applying for C.C.
- 14 That All Dues Clearance Certificate from A.E.W.W. 'E' Ward shall not be submitted before issue of C.C.
- 15 That the premium/deposits as follows will not be paid for 1) Condonation of deficient open spaces, Deficiency for inadequate size of AVS, 2) Development charges 3) Development Charges 4) Labour Welfare Cess 5) Additional Development Cess 6) PCO Charges
- 16 That the work will not be carried out strictly as per approved plan and in conformity with the D.C.Regulations in force.
- 17 That a Janata Insurance Policy or policy to cover the compensation claims arising out of Workmen's Compensation Act 1923 will not be taken out before starting the work and will not be renewed during the construction.
- 18 That the Third party insurance shall not be submitted.
- 19 That the footpath in front of plot shall not be repaired / restored once in a year or before occupation whichever is earlier
- 20 That the remarks from H.E. Department shall not be submitted
- 21 That the board displaying the details of development of the proposed work, name of owner, Developer,

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No. P-11910/2022(1913)E  
Ward/BYCULLA/OD/1/New

- Architect, R.C.C. consultant shall not be displayed at site.
- 22 That the G.I.Sheet screens at plot boundaries upto adequate height to avoid dust nuisance shall not be provided before demolition of existing building.
  - 23 That the precautionary measures to avoid nuisance duct to dust, such as providing G.I. Sheets at plot boundaries up to reasonable height shall not be taken.
  - 24 That the precautionary measures to avoid dust nuisance such as erection of G.I. sheet screens at plot boundaries upto reasonable height shall not be provided before demolition of existing structures at site.
  - 25 That the N.O.C. from Collector of Mumbai for excavation shall not be submitted before C.C.
  - 26 That the construction activity for work of necessary piling shall not be carried out by employing modern techniques such as rotary drilling, micro piling etc. instead of conventional jack and hammer to avoid nuisance damage to adjoining buildings.
  - 27 That the demarcation of Road Line and set back area shall not be submitted before C.C.
  - 28 That the work shall not be carried out between 6.00 A.M. to 10.00 P.M. only in accordance with Rule5A(3) of Noise pollution (R & C) Rules 2000 and provision of notification issued by Ministry of Environment & Forest Dept.
  - 29 That the N.O.C. from B.E.S.T. for substation shall not be submitted.
  - 30 That remarks from E.E.(M&E)/consultant for mechanical light & ventilation for toilets shall not be submitted.
  - 31 In R.C.C. framed structures, the external walls shall not be less than 230 mm if in brick masonry or 150 mm. autoclaved cellular concrete block excluding plaster thickness as circulated under No. CE/PD/11945/1 of 2.2.2006.
  - 32 That the C.C. shall not be asked unless payment of advance for providing treatment at construction site to prevent epidemics like Dengue, Malaria etc. is made to the Insecticide Officer of the concerned ward office and provision shall be made as and when required by Insecticide Officer for inspection of water tanks by providing safe and stable ladder, etc. and requirements as communicated by the Insecticide Officer shall be complied with.
  - 33 That remarks from E.E.(M&E)/ Consultant for Basement and required artificial ventilation in proposed building shall not be submitted.
  - 34 All the cantilevers (Projections) shall not be designed for five times the load as per IS Code 1993-2002 including the columns projecting beyond the terrace and carrying the overhead water storage tank, etc.
  - 35 That the remarks regarding formation level from Road Department shall not be submitted.
  - 36 That the specification & design of Rain Water Harvesting scheme as per the State Govt.'s directives u/No. TPB-4307/396/CR-124/2007/UD-11 dated 6th June 2007 shall not be submitted.
  - 37 That the requisition of clause No. 49 of DCPR 2034 shall not be complied with and records of quality of work, verification of report shall not be kept on site till completion of work
  - 38 That extra water and sewerage charges will not be paid to A.E.W.W. Ward and No dues Pending Certificate shall be submitted before C.C.

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No. P-11910/2022(1913)E  
Ward/BYCULLA/OD/1/New

- 39 That the bore well shall not be constructed in consultation with H.E. and certificate from Ground Water Survey Department/ Authority (GSDA) shall not be submitted before requesting for C.C.
- 40 That all the structural members below the ground shall not be designed considering the effect of chlorinated water, sulphur water, seepage water, etc. and any other possible chemical effect and due care while constructing the same will be taken and completion certificate to that effect shall not be submitted before granting C.C.
- 41 That the N.O.C. from Tree authority shall not be submitted before asking for plinth C.C.
- 42 That the copy of PAN card of the applicant shall not be submitted before C.C.
- 43 That the registered Private Pest Control Agency for providing anti larval treatment at the construction site shall be appointed.
- 44 That the registered UT shall be submitted that the condition shall be incorporated in the sale agreement with prospective buyers that the building under reference is constructed with open spaces deficiency.
- 45 That the feasibility of providing the basement from Geologist on the plot under reference shall not be submitted.
- 46 That the services of Safety Officer to take care of all safeties during construction on construction site and around shall not be hired
- 47 That all the conditions of E.E.(T&C)/ CFO N.O.C. shall not be complied before plinth C.C.
- 48 That the conditions and directions specified in the order of Hon. Supreme Court dated 15.03.2018 in Dumping Ground case shall not be complied with.
- 49 That the debris shall not be managed in accordance with the provisions of Construction and Demolition Waste Management Rules 2016.
- 50 That the registered undertaking for following shall not be submitted before C.C. a) No nuisance to surrounding, b) Agreeing to demolish the excess area if constructed beyond permissible F.S.I. c) To pay the difference in premium paid and calculated as per revised land rates d) Against misuse of parking space / part terrace e) Adequate water proofing treatment for contravening toilets f) That the Registered Undertaking and additional copy of plan shall be submitted for agreeing to hand over the setback land free of compensation and that the setback handing over certificate will be obtained from ward officer before demanding C.C. and that the ownership of the setback land will be transferred in the name of M.C.G.M. before O.C. g) Fitness Centre & Society Office not to be misused and will be handed over to the Society. h) Safety of adjoining properties / structures. i) Elevation features will not be misused. j) To handover parking spaces claimed without relaxation for rehab tenants will be allotted to rehab tenements only. k) That the owner shall not have any objection if the neighboring plot owner come for development with deficiency in open spaces. l) That the condition shall be incorporated in the sale agreement with prospective buyers that the building under reference is constructed with open spaces deficiency m) For not to misuse pocket terrace, part terrace, stilt, AVS, podiums, electrical duct, fire duct, elevation features, service platform for AC outdoor units n) To sell the tenements /flats on carpet area basis only and to abide by the provisions of Maharashtra Ownership Flats(Regulation of the promotion of construction, sale management and transfer) Act (MOFA)/RER Aamended up to date and the Indemnity Bond indemnifying the M.C.G.M. and its Officers from any legal complications arising due to MOFA/RERA.
- 51 That the Indemnity Bond for following shall not be submitted before C.C. a) Indemnity bond

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- indemnifying the Corporation for damages, risk, accident, etc. to the occupiers & to the adjoining structures & its occupiers and an undertaking regarding no nuisance. b) no nuisance due to contravening toilets. c) indemnifying MCGM against disputes, litigations, claims, arising out of ownership of plot. d) Hardship to occupants due to Mechanical Parking.
- 52 That the Regd. U/T for apprising the prospective buyers regarding contravening toilets if any and deficient open spaces of the building shall not be submitted before C.C.
- 53 That the facilities for physically handicapped persons shall not be provided as per the accompaniment in Govt. in U.D. Department notification No. TPB 432001/1829/CR-216/2001/UD-11 dated 2nd December 2003.
- 54 That the construction activity for work of necessary piling shall not be carried out by employing modern techniques such as rotary drilling, micropiling etc. instead of conventional jack and hammer to avoid nuisance damage to adjoining buildings.
- 55 That the adequate safeguards are not employed in the consultation with SWM Dept. of MCGM for preventing dispersal of particles through air and the construction debris generated shall not be deposited in specific sites inspected and approved by MCGM.
- 56 That the Regd. undertaking for: a) That excess parking will be handed over to MCGM free of cost in case plans with full potential are not submitted and got approved. b) To safeguard surrounding buildings during construction on plot under reference shall not be submitted.
- 57 That the MOEF NOC shall be submitted before asking of CC beyond construction area 20,000 sq. mtrs.
- 58 That the conditions stipulated in MPCB directives under No. BO/JD(APC)/C&D/TB-2/B-30 dated 03.01.2020 and dust mitigation measures in construction and demolition activity shall not be complied with.
- 59 That the N.O.C. from Dy.Ch.E.(S.P.) P&D for proposed sewer line shall not be submitted before C.C.
- 60 That the copy of PAN card of the applicant shall not be submitted before C.C.
- 61 That the fresh P.R. Card in the name of owner shall not be submitted before C.C.
- 62 That the N.O.C. from High Rise Committee for more than 120 m. Height shall not be submitted.
- 63 That the N.O.C. from Civil Aviation Department beyond 150 m. Height shall not be submitted.
- 64 That the N.O.C. from Home Department/ UD Department for Temple shall not be submitted.
- 65 The approval to the proposed work is granted on the basis of documents Submitted by Architect / L.S. for the proposal. The approval shall stand revoked/cancelled in case the documents, information provided are found false or fabricated. The action will be initiated for the same work carried out, as deemed fit by law.
- 66 That the certificate to the effect that the licensed surveyor has effectively supervised the work and has carried out tests for checking leakages through sanitary blocks, termites, fixtures, joints in drainage pipes etc. and that the workmanship is found very satisfactory shall not be submitted.

**C: CONDITIONS TO BE COMPLIED BEFORE FURTHER C.C**

- 1 That the extra water and sewerage charges shall be paid to Asst. Engineer, Water Works
- 2 That the plinth dimensions shall not be got checked from this office before asking for further C.C. beyond plinth.

- 3 That the Structural stability certificate through Regd. Structural Engineer regarding stability of constructed plinth shall not be submitted before asking for C.C. beyond plinth.
- 4 That the Material testing report shall not be submitted.
- 5 That the yearly progress report of the work will not be submitted by the Architect.
- 6 That the application for separate P.R.C. in the name of M.C.G.M. for road set back / D.P.Road/reservation in the layout shall not be submitted.
- 7 All the payments as intimated by various departments of MCGM shall not be paid.
- 8 That set back land free of compensation and free of any encumbrance shall not be handed over to and possession receipt shall not be submitted from Assistant commissioner of the ward.
- 9 That the development cess shall not be paid before further C.C.
- 10 That every year before onset of the monsoon / revalidation of C.C., structural stability certificate of the work executed on site shall not be submitted by the appointed Registered Structural Engineer / Consultant, appointed by owner / occupier / society.
- 11 That the N.O.C. from High Rise Committee shall not be submitted before asking beyond 120 m. Height
- 12 That the MOEF NOC shall be submitted before asking of CC beyond built up area 20,000 sq. mtrs.
- 13 That the C.C. shall not be got endorsed as per the approved/ amended plan.
- 14 That the work shall not be carried out as per approved plan
- 15 That Site Supervisor certificate for quality of work and completion of the work shall not be submitted in the prescribed format.
- 16 That the notice in the form of Annexure 14 (Information of completion of plinth) of D.C.P.R. 2034 Reg.11(4) shall not be submitted

**D: GENERAL CONDITIONS TO BE COMPLIED BEFORE O.C**

- 1 That the surrounding open spaces, parking spaces and terrace will not be kept open and unbuilt upon and will not be levelled and developed before requesting to grant permission to occupy the building or submitting the B.C.C. whichever is earlier.
- 2 That the name plate/board showing Plot No., Name of the Bldg. etc. will not be displayed at a prominent place.
- 3 That some of the drains will not be laid internally with C.I. Pipes
- 4 That the surface drainage arrangement will not be made in consultation with E.E.(SWD) or as per his/ her marks or Consultant and a completion certificate will not be obtained and submitted before applying for occupation certificate/B.C.C.
- 5 That the dry & wet waste garbage shall not be separated and the wet garbage generated in the building shall not be treated separately on the same plot by the residents / occupants of the building jurisdiction of MCGM. The necessary condition in the Sale Agreement to the effect shall not be incorporated by the Owner / Developer.
- 6 That the parking spaces shall not be provided as per DCPR No. 44
- 7 That I.O.D. and debris deposit etc. will not be claimed for refund within a period of 5 years from the

- date of its payment.
- 8 That the N.O.C. from Inspector of Lifts, P.W.D., Maharashtra, will not be obtained and submitted to this office.
- 9 That the Drainage completion certificate from (S.P.)(P&D)City for provision of Septic Tank/Soak pit will not be submitted.
- 10 That every part of the building construction and more particularly overhead tank will not be provided as with the proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder etc
- 11 That final N.O.C. from C.F.O. shall not be submitted before asking for occupation permission
- 12 That the vermiculture bins for the disposal of wet waste as per design and specifications of organization or companies specialized in this field as per list furnished by Solid waste Management of M.C.G.M. shall not be provided.
- 13 That the installation of Rain Water Harvesting scheme as per the State Govt.'s directives U/No. TPB-43077396/CR-124/2007/UD-11 dated 6th June 2007 shall not be provided before applying for occupation permission.
- 14 That the development cess shall not be paid before O.C.
- 15 That the following documents shall not be compiled, preserved and handed over to the end user /prospective society within a period of 30 days in case of redevelopment of properties and in other cases, the same should be handed over within a period of 90 days after granting occupation certificate by M.C.G.M. 1) Ownership documents; 2) Copies of I.O.D., C.C., subsequent amendments, O.C.C., B.C.C. and corresponding canvass mounted plans, 3) Copies of soil investigation reports, 4) R.C.C. details and canvass mounted structural drawings, 5) Structural Stability Certificate from Licensed Structural Engineer, 6) Structural Audit Reports, 7) All details of repairs carried out in the buildings, 8) Supervision certificate issued by the Licensed Site Supervisor, 9) Building Completion Certificate issued by Licensed Surveyor/ Architect, 10) NOC and completion certificate issued by the C.F.O, 11) Fire safety audit carried out as per the requirement of C.F.O.
- 16 The registered undertaking and indemnity bond shall not be submitted stating that the conditions mentioned at Sr.No. 16 will be incorporated in the sale agreement and the same will be informed to the prospective society/ end user.
- 17 That Structural Engineer's final Stability certificate, including car parking tower, U.G. tank along with upto date license copy and R.C.C. design plan shall not be submitted.
- 18 That Fitness Centre permissible as per DCPR before occupation for the building under reference shall not be constructed. (if applicable).
- 19 That carriage entrance shall not be provided as per design of registered structural engineer and carriage entrance fee shall not be paid.
- 20 That terraces, sanitary blocks, nahanis in kitchen will not be made Water proof and same will not be provided by method of pounding and all sanitary connections will not be leak proof and smoke test will not be done in presence of licensed plumber.
- 21 That Notice of Completion of work u/sec. 353A of M.M.C. Act for work completed on site.
- 22 That Site Supervisor certificate for quality of work and completion of the work shall not be submitted in prescribed format.

- 23 That the fresh property card in the name of the present owner shall not be submitted.
- 24 That fresh property card showing mutation entry of road set-back area shall not be submitted.
- 25 That the dust-bin will not be provided as per C.E.'s circular No.CE/9297/11 of 26-6-1978.
- 26 That the Drainage completion Certificate from Consultant for House drain will not be submitted.
- 27 That the compliance of N.O.C. from H.E will not be made and certificate to that effect will not be submitted.
- 28 That the certified copy of sale agreement incorporating the following conditions shall not be submitted to this office. 1. That the prospective society / end user shall not preserve and maintain the documents / plans received from Owner / Developer / Architect and subsequently carry out necessary pairs / structural audit/ fire audit at regular interval and also present periodical structural audit reports and repair history, similarly to check and to carry out fire safety audit time to time as per requirement of C.F.O./through the authorized agency of M.C.G.M.
- 29 That the supervision certificate shall be submitted periodically i.e. every 3 months from the L.S. /Engineer / Structural Engineer / Supervisor or Architect as the case may be as per DCPR regarding satisfactory construction on site.
- 30 That NOC from AAI from Civil Aviation point of view shall not be submitted
- 31 That the construction of storm water drain and footpath shall not be constructed.
- 32 That final N.O.C. from concerned authorities/ empanelled consultants for:- a) S.W.D. b) Parking c) Roads d) Sewerage e) Water Works f) CFO / Fire Fighting Provisions g) Mechanical Ventilation h) Tree authority i) Hydraulic Engineer shall not be submitted before occupation.
- 33 That the structural stability certificate of Mechanical Parking System shall not be submitted.
- 34 That Tax Clearance certificate from A.A. & C. E Ward shall not be submitted.
- 35 That the separate vertical drain pipe, soil pipe with a separate gully trap, water main, O.H. Tank, etc. for user will not be provided and the drainage system or the residential part of the building will not be affected.
- 36 That the completion certificate from the rain water harvesting consultant for effective completion and functioning of RWH system shall not be submitted and quantum of rain water harvested from the RWH completed scheme on site shall not be submitted



8. 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 site that may be fixed by the Collector, under the Land Revenue Code and Rules there under.

Attention is drawn to the notes Accompanying this Intimation of Disapproval.

- ( ) That proper gutters and down pipes are not intended to be put to prevent water dropping from the leaves of 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 so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the 24 July day of 2023 but not so as to contravene any of the provision of the said Act, as amended as aforesaid or any rule, regulations or by-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,  
Zone, Wards.

**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. Under Byelaw, No. 8 of the Commissioner has fixed the following levels :-  
"Every person who shall erect as new domestic building shall cause the same to be built so that every part of the plinth shall be-
  - a) Not less than, 2 feet (60 cms ) above the center of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer than existing or thereafter to be laid in such street.
  - b) Not less than 2 feet (60 cms.) Above every portion of the ground within 5 feet (160 cms ) of such building.
  - c) Not less than 52 ft. ([TownHall]) above Town Hall Datum.
4. Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion on occupation is detected by the Assessor and Collector's Department.
5. Your attention is further drawn to the provision of Section 353-A about the necessary of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance under Section 471 if necessary.
6. Proposed date of commencement of work should be communicated as per requirements of Section 347 (1) (aa) of the Bombay Municipal Corporation Act.
7. One more copy of the block plan should be submitted for the Collector, Mumbai Suburban District.

**NOTES**

- 1) The work should not be started unless objections are complied with.
- 2) A certified set of latest approved plans shall be displayed on site at the time of commencement the work and during the progress of the construction work.
- 3) Temporary permission on payment of deposit should be obtained any shed to house and store for construction purpose. Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and certificate signed by Architect submitted along with the building completion certificate.
- 4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site workers. before starting the work.
- 5) Water connection for constructional purpose will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposit for the construction of carriage entrance, over the road side drain.
- 6) The owners shall intimate the Hydraulic Engineer or his representative in Wards atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presume that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- 7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks metal, sand preps debris, etc. should not be deposited over footpaths or public street by the owner/ architect /their contractors, etc without obtaining prior permission from the Ward Officer of the area.
- 8) The work should not be started unless the manner in obviating all the objection is approved by this department.
- 9) No work should be started unless the structural design is approved.
- 10) The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces & dimension.
- 11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to

avoid the excavation of the road an footpath.

- 12) All the terms and condition of the approved layout /sub-division under No. of should be adhered to and complied with.
- 13) No Building /Drainage Completion Certificate will be accepted non water connection granted (except for the construction purpose) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation Act and as per the terms and conditions for sanction to the layout.
- 14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
- 15) The access road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphaltting lighting and drainage before submission of the Building Completion Certificate.
- 16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- 17) The surrounding open spaces around the building should be consolidated in Concrete having broke glass pieces at the rate of 12.5 cubic meters per 10 sq. meters below payment.
- 18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
- 19) No work should be started unless the existing structures proposed to be demolished are demolished.
- 20) The Intimation of Disapproval is given exclusively for the purpose of enabling you to proceeds further with the arrangements of obtaining No Objection Certificate from the Housing Commissioner under Section 13 (b) (H) of the Rent Act and in the event of your proceeding with the work either without an intimation about commencing the work under Section 347(1) (aa) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act 1966, (12 of the Town Planning Act), will be with drawn.
- 21) If it is proposed to demolish the existing structures be negotiations with the tenant, under the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following :-
  - i. Specific plans in respect of evicting or rehousing the existing tenants on hour stating their number and the areas in occupation of each.
  - ii. Specifically signed agreement between you and the existing tenants that they are willing to avail or the alternative accommodation in the proposed structure at standard rent.
  - iii. Plans showing the phased programme of constructions has to be duly approved by this office before

No. P-11910/2022/(1913)/E  
Ward/BYCULLA/IOD/1/New

starting the work so as not to contravene at any stage of construction, the Development control Rules regarding open spaces, light and ventilation of existing structure.

- 22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first starting the work.
- 23) In case of additional floor no work should be start or during monsoon which will same arise water leakage and consequent nuisance to the tenants staying on the floor below.
- 24) The bottom of the over head storage work above the finished level of the terrace shall not be less than 1.20 Mt and not more than 1.80 mt
- 25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained.
- 26) It is to be understood that the foundations must be excavated down to hard soil.
- 27) The positions of the nahanis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- 28) The water arrangement nut be carried out in strict accordance with the Municipal requirements.
- 29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Corporation Act.
- 30) All gully traps and open channel drains shall be provided with right fitting mosquito proof made of wrought iron plates or hinges. The manholes of all cisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on highly serving the purpose of lock and the warning pipes of the rabbet pretested with screw or dome shape pieces (like a garden mari rosc) with copper pipes with perfections each not exceeding 1.5 mm in diameter. The cistern shall be made easily, safely and permanently accessible by providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked and extended 40 cms above the top where they are to be fixed as its lower ends in cement concrete blocks.
- 31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.
- 32) a Louvres should be provided as required by Byellaw No. 5 (b)  
b Lintels or Arches should be provided over Door and Windows opening  
c The drains should be laid as require under Section 234-1(a)  
d The inspection chamber should be plastered inside and outside.
- 33) If the proposed additional is intended to be carried out on old foundations and structures, you will do so as your own risk.

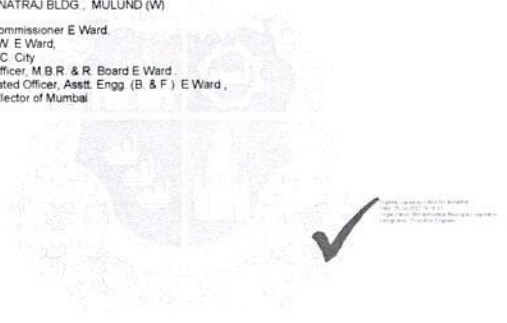
No. P-11910/2022/(1913)/E  
Ward/BYCULLA/IOD/1/New

Executive Engineer, Building Proposals  
Zones ..... wards.

P-11910/2022/(1913)/E Ward/BYCULLA/IOD/1/New

Copy To :- 1. SHASHIKANT LAXMAN JADHAV  
B-106, NATRAJ BLDG., MULUND (W)

2. Asst. Commissioner E Ward.
3. A. E. W. W. E. Ward.
4. Dy. A. & C. City.
5. Chief Officer, M. B. R. & R. Board E. Ward.
6. Designated Officer, Asstt. Engg. (B. & F.) E. Ward.
7. The Collector of Mumbai.



C--3



**MUNICIPAL CORPORATION OF GREATER MUMBAI**

**FORM 'A'**

**MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966**

No P-11910/2022/(1913)E Ward/BYCULLA/CC/1/Amend

**COMMENCEMENT CERTIFICATE**

To,  
M/S. Macrotech Developers Limited  
Lodha Excelus - Apollo mill compound, N.M. joshi  
Marg, Mahalaxmi.

Sir,

With reference to your application No. **P-11910/2022/(1913)E Ward/BYCULLA/CC/1/Amend Dated 30 Jun 2022** 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 **30 Jun 2022** of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. **1913 C.T.S. No. 1913** Division / Village / Town Planning Scheme No. **2035** situated at **Maulana Azad Road and Bapurao Jagtap Marg Road / Street in E Ward 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. **Exe.Eng.(BP)City-I** Executive Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 26/7/2023

Issue On : 27 Jul 2022

Valid Upto : 26 Jul 2023

Application Number : P-11910/2022/(1913)E  
Ward/BYCULLA/CC/1/New

Remark :

This CC is issued for core upto ground level of Wing 1, Plinth C.C. for core upto ground level of Wing 2. Upto 7th podium top for Wing 4 and CC upto plinth for Fitness Centre as per approved IOD dtd. 25.07.2022.

Exe Eng. (BP)City-I  
Executive Engineer

Issue On : 05 Jul 2023

Valid Upto : 04 Jul 2024

Application Number : P-11910/2022/(1913)E  
Ward/BYCULLA/CC/1/Amend

Remark :

This C.C. is endorsed for plinth & core upto ground level of Wing 1, Plinth C.C. & core upto ground level of Wing 2 & 3 & upto plinth & core for MLCP-2 as per approved plan dtd. 7.06.2023.

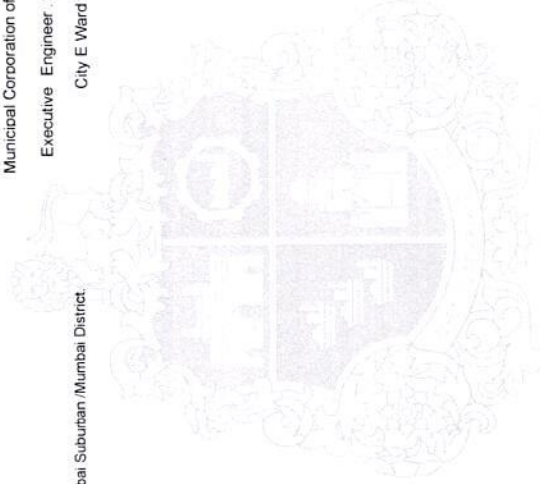
P-11910/2022/(1913)E Ward/BYCULLA/CC/1/Amend

Page 2 of 3 On 05-Jul-2023

✓  
Prof. Dr. J. K. KADAM  
Executive Engineer  
City E Ward, Municipal Corporation

For and on behalf of Local Authority  
Municipal Corporation of Greater Mumbai  
Executive Engineer - Building Proposal  
City E Ward Ward

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



C - 3



**BRIHANMUMBAI MUNICIPAL CORPORATION**

**FORM 'A'**

**MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966**

No P-11910/2022/(1913)E Ward/BYCULLA/FCC/3/Amend

**COMMENCEMENT CERTIFICATE**



To,  
M/S Macrotech Developers Limited  
Lodha Excelus , Apollo mill compound , N M joshi  
Marg , Mahalaxmi.

Sir,  
With reference to your application No. **P-11910/2022/(1913)E Ward/BYCULLA/FCC/3/Amend** Dated **30 Jun 2022** 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 **30 Jun 2022** of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. **1913 C.T.S. No. 1913** Division / Village / Town Planning Scheme No. **2035** situated at **Maulana Azad Road and Bapurao Jagtap Marg Road / Street in E Ward** 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. **Assistant Engineer(BP) CITY- IV** Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 26/7/2023

Issue On : 27 Jul 2022 Valid Upto : 26 Jul 2023

Application Number : P-11910/2022/(1913)E  
Ward/BYCULLA/FCC/1/New

Remark :

This CC is issued for core upto ground level of Wing 1, Plinth C.C. for core upto ground level of Wing 2, Upto 7th podium top for Wing 4 and CC upto plinth for Fitness Centre as per approved IOD dtd. 25.07.2022.

Approved By  
Exe Eng. (BP) City-I  
Executive Engineer

Issue On : 05 Jul 2023 Valid Upto : 04 Jul 2024

Application Number : P-11910/2022/(1913)E  
Ward/BYCULLA/FCC/1/Amend

Remark :

This C.C. is endorsed for plinth & core upto ground level of Wing 1, Plinth C.C. & core upto ground level of Wing 2 & 3 & upto plinth & core for M.L.P-2 as per approved plan dtd. 7.06.2023.

Approved By  
Exe Eng. (BP) City-I  
Executive Engineer

Issue On : 04 Sep 2023 Valid Upto : 03 Sep 2024

Application Number : P-11910/2022/(1913)E  
Ward/BYCULLA/FCC/1/New

Remark :

This CC is extended upto Slit for Wing '1' & Wing '3' as per approved amended plan dtd. 7.06.2023

Approved By  
Assistant Engineer(BP) CITY- IV

P-11910/2022/(1913)E Ward/BYCULLA/FCC/3/Amend

Issue On : 27 Sep 2023 Valid Upto : 26 Sep 2024

Application Number : P-11910/2022/(1913)/E  
Ward/BYCULLAFCC/1/Amend

Remark :

This CC extended upto 14th upper floor for Wing '3' as per approved amended plan dtd. 07.06.2023

Approved By  
Assistant Engineer(BP) CITY- IV  
Assistant Engineer (BP)

Issue On : 18 Jan 2024 Valid Upto : 17 Jan 2025

Application Number : P-11910/2022/(1913)/E  
Ward/BYCULLAFCC/2/Amend

Remark :

This CC is extended upto 14th upper floor for Wing '1' as per approved amended plan dtd. 07.06.2023

Approved By  
Assistant Engineer(BP) CITY- IV  
Assistant Engineer (BP)

Issue On : 22 May 2024 Valid Upto : 04 Jul 2024

Application Number : P-11910/2022/(1913)/E  
Ward/BYCULLAFCC/3/Amend

Remark :

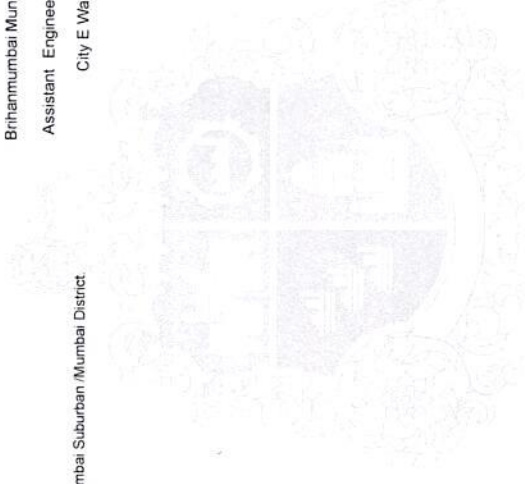
This C.C. is further extended upto 58th upper floors i.e. Full CC including LMR & OHT for Wing 1 and upto 37th upper floors i.e. Full C.C. including LMR & OHT for Wing 3 as per approved amended plan dtd. 09.05.2024.

For and on behalf of Local Authority  
Brihanmumbai Municipal Corporation  
Assistant Engineer - Building Proposal  
City E Ward Ward



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

For and on behalf of Local Authority  
Brihanmumbai Municipal Corporation  
Assistant Engineer - Building Proposal  
City E Ward Ward





**BRIHANMUMBAI MUNICIPAL CORPORATION**

**Amended Plan Approval Letter**

File No. P-11910/2022/(1913)/E Ward/BYCULLA/337/3/Amend dated 09.05.2024

To, **SHASHIKANT LAXMAN JADHAV**  
B-106, NATRAJ BLDG., MULUND (W)

CC (Owner),  
M/S. Macrotech Developers Limited  
Lodha Excelus , Apollo mill  
compound , N.M. joshi Marg ,  
Mahalaxmi

**Subject :** Proposed development on plot bearing C.S. No.1913 Byculla division at Maulana Azad Road and Bapurao Jagtap Marg, Byculla, E- Ward, Mumbai-400011..

**Reference :** Online submission of plans dated 06.07.2023

Dear Applicant/ Owner/ Developer,

There is no objection to your carrying out the work as per amended plans submitted by you online under reference for which competent authority has accorded sanction, subject to the following conditions.

- 1) That all the conditions of IOD under even no. 11910/2022/(1913)/E Ward/BYCULLA/337/1/New E Ward dated 25.7.2022 & amended approval letter dtd 7.6.2023 shall be complied with.
- 2) That the revised structural design / calculations / details / drawings shall be submitted before endorsing the C.C. as per amended plans.
- 3) That the C.C. shall be got endorsed as per the amended plans.
- 4) That the work shall be carried out strictly as per approved plans.
- 5) That the payment towards following shall be made before asking for endorsement of C.C. a) Premium towards condonation of open space deficiency. b) Extra water / sewerage charges at A.E.W.W. 'E' ward office. c) Labour welfare cess d) Premium towards development charges., e) Fungible Premium, f) Staircase/ Lift/ Lift Lobby Premium g) AVS Deficiency Premium.
- 6) That the revised drainage layout shall be submitted before carrying out further drainage work.
- 7) That the conditions mentioned in the CFO NOC and SWM NOC shall be followed scrupulously, and Final CFO NOC shall be submitted before asking Occupation certificate.
- 8) That the final NOC from Tree Authority shall be submitted before asking for occupation permission.
- 9) That the Tax clearance certificate shall be submitted.
- 10) That the NOC from High Rise Committee shall not be submitted.
- 11) That the elevations features shall not be misused and Registered Undertaking to that effect shall be submitted.
- 12) That the revised layout shall be got approved
- 13) Revised planning. NOC from Home Department/ UD Department before issue of plans for temple.



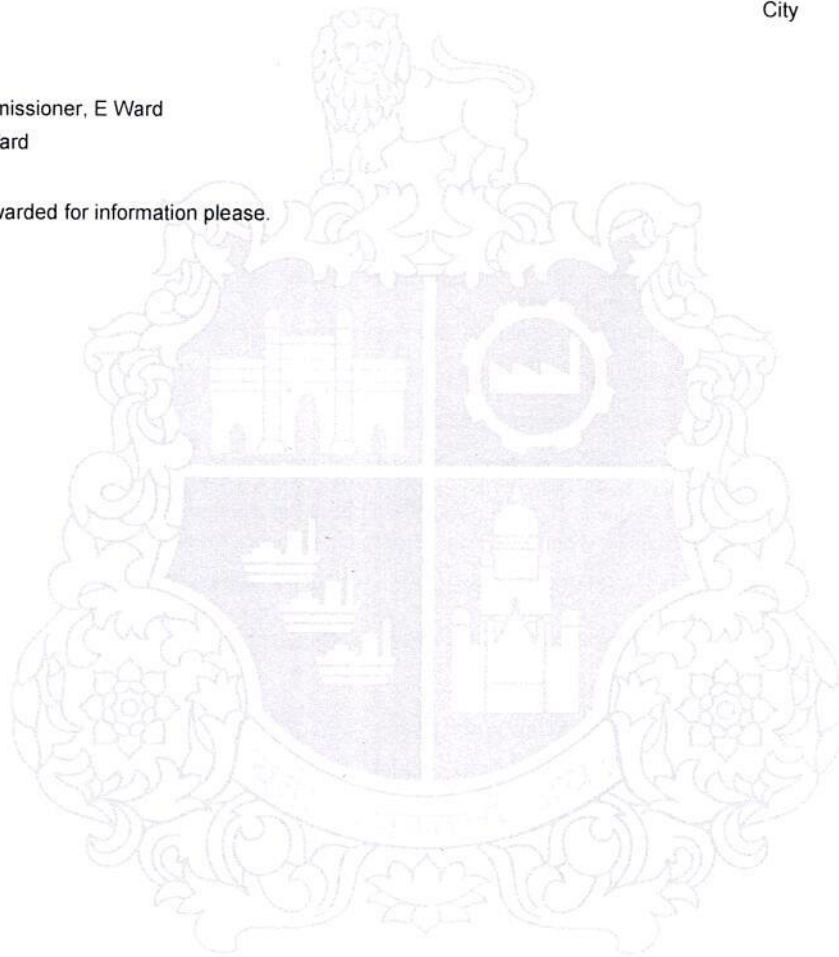
Digitally signed by GANESH A HARNE  
Date: 09 May 2024 19:09:54  
Organization: Brihanmumbai Municipal Corporation  
Designation: Executive Engineer

For and on behalf of Local Authority  
Municipal Corporation of Greater Mumbai  
Executive Engineer . Building Proposal  
City

Copy to :

- 1) Assistant Commissioner, E Ward
- 2) A.E.W.W., E Ward
- 3) D.O. E Ward

- Forwarded for information please.





C - 3



**BRIHANMUMBAI MUNICIPAL CORPORATION**

**FORM 'A'**

**MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966**

No P-11910/2022/(1913)/E Ward/BYCULLA/FCC/2/Amend

**COMMENCEMENT CERTIFICATE**



To,  
M/S Macrotech Developers Limited  
Lodha Excelus, Apollo mill compound, N.M. joshi  
Marg, Mahalaxmi

Sir,  
With reference to your application No **P-11910/2022/(1913)/E Ward/BYCULLA/FCC/2/Amend** Dated **30 Jun 2022** 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 34B no 337 (New) dated **30 Jun 2022** of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. **1913** C.T.S. No. **1913** Division / Village / Town Planning Scheme No. **2035** situated at **Maulana Azad Road and Bapurao Jagtap Marg Road / Street in E 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. **Assistant Engineer(BP) CITY- IV** Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 26/7/2023

Issue On : 27 Jul 2022 Valid Upto : 26 Jul 2023

Application Number : P-11910/2022/(1913)/E  
Ward/BYCULLA/FCC/1/New

Remark :

This CC is issued for core upto ground level of Wing 1, Plinth C.C. for core upto ground level of Wing 2, Upto 7th podium top for Wing 4 and CC upto plinth for Fitness Centre as per approved IOD dtd. 25.07.2022.

Approved By

Exe Eng.(BP)City-I  
Executive Engineer

Issue On : 05 Jul 2023 Valid Upto : 04 Jul 2024

Application Number : P-11910/2022/(1913)/E  
Ward/BYCULLA/FCC/1/Amend

Remark :

This C.C. is endorsed for plinth & core upto ground level of Wing 1, Plinth C.C. & core upto ground level of Wing 2 & 3 & upto plinth & core for MLC-P-2 as per approved plan dtd. 7.06.2023.

Approved By

Exe Eng.(BP)City-I  
Executive Engineer

Issue On : 04 Sep 2023 Valid Upto : 03 Sep 2024

Application Number : P-11910/2022/(1913)/E  
Ward/BYCULLA/FCC/1/New

Remark :

This CC is extended upto Silt for Wing '1' & Wing '3' as per approved amended plan dtd. 7.06.2023

Approved By

Assistant Engineer(BP) CITY- IV

P-11910/2022/(1913)/E Ward/BYCULLA/FCC/2/Amend

Assistant Engineer (BP)

Issue On : 27 Sep 2023 Valid Upto : 26 Sep 2024

Application Number : P-11910/2022/(1913)/E  
Ward/BYCULLAFCC/1/Amend

Remark :

This CC extended upto 14th upper floor for Wing '3' as per approved amended plan dtd. 07.06.2023

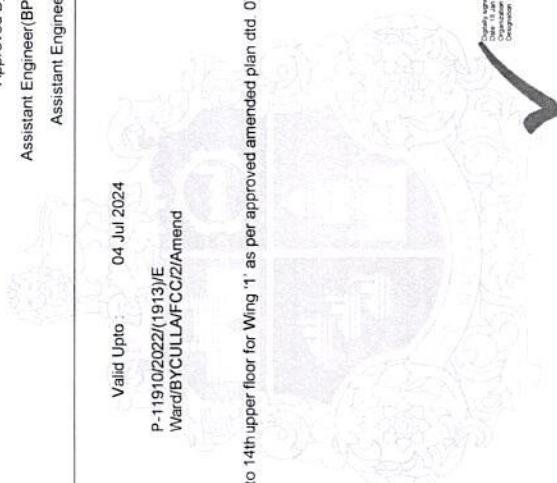
Approved By  
Assistant Engineer(BP) CITY-IV  
Assistant Engineer (BP)

Issue On : 18 Jan 2024 Valid Upto : 04 Jul 2024

Application Number : P-11910/2022/(1913)/E  
Ward/BYCULLAFCC/2/Amend

Remark :

This CC is extended upto 14th upper floor for Wing '1' as per approved amended plan dtd. 07.06.2023



For and on behalf of Local Authority  
Brihanmumbai Municipal Corporation  
Assistant Engineer - Building Proposal  
City E Ward Ward

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

P-11910/2022/(1913)/E Ward/BYCULLAFCC/2/Amend

Page 3 of 3 On 18-Jan-2024



**MUNICIPAL CORPORATION OF GREATER MUMBAI**  
**Amended Plan Approval Letter**

File No. P-11910/2022/(1913)/E Ward/BYCULLA/337/2/Amend dated 07.06.2023

To, **SHASHIKANT LAXMAN JADHAV**  
B-106, NATRAJ BLDG., MULUND (W)

CC (Owner),  
**M/S. Macrotech Developers Limited**  
Lodha Excelus , Apollo mill  
compound , N.M. joshi Marg ,  
Mahalaxmi

**Subject :** Proposed development on plot bearing C.S. No.1913 Byculla division at Maulana Azad Road and Bapurao Jagtap Marg, Byculla, E- Ward, Mumbai-400011..

**Reference :** Online submission of plans dated 30.05.2023

Dear Applicant/ Owner/ Developer,

There is no objection to your carrying out the work as per amended plans submitted by you online under reference for which competent authority has accorded sanction, subject to the following conditions.

- 1) That all the conditions of IOD under even no. 11910/2022/(1913)/E Ward/BYCULLA/337/1/New E Ward dated 25.7.2022 shall be complied with.
- 2) That the revised structural design / calculations / details / drawings shall be submitted before endorsing the C.C. as per amended plans.
- 3) That the C.C. shall be got endorsed as per the amended plans.
- 4) That the work shall be carried out strictly as per approved plans.
- 5) That the payment towards following shall be made before asking for endorsement of C.C. a) Premium towards condonation of open space deficiency. b) Extra water / sewerage charges at A.E.W.W. 'E' ward office. c) Labour welfare cess d) Premium towards development charges., e) Fungible Premium, f) Staircase/ Lift/ Lift Lobby Premium g) AVS Deficiency Premium.
- 6) That the revised drainage layout shall be submitted before carrying out further drainage work.
- 7) That the conditions mentioned in the CFO NOC and SWM NOC shall be followed scrupulously, and Final CFO NOC shall be submitted before asking Occupation certificate.
- 8) That the final NOC from Tree Authority shall be submitted before asking for occupation permission.
- 9) That the Tax clearance certificate shall be submitted.
- 10) That the NOC from High Rise Committee shall not be submitted.
- 11) That the elevations features shall not be misused and Registered Undertaking to that effect shall be submitted.
- 12) That the revised layout shall be got approved.



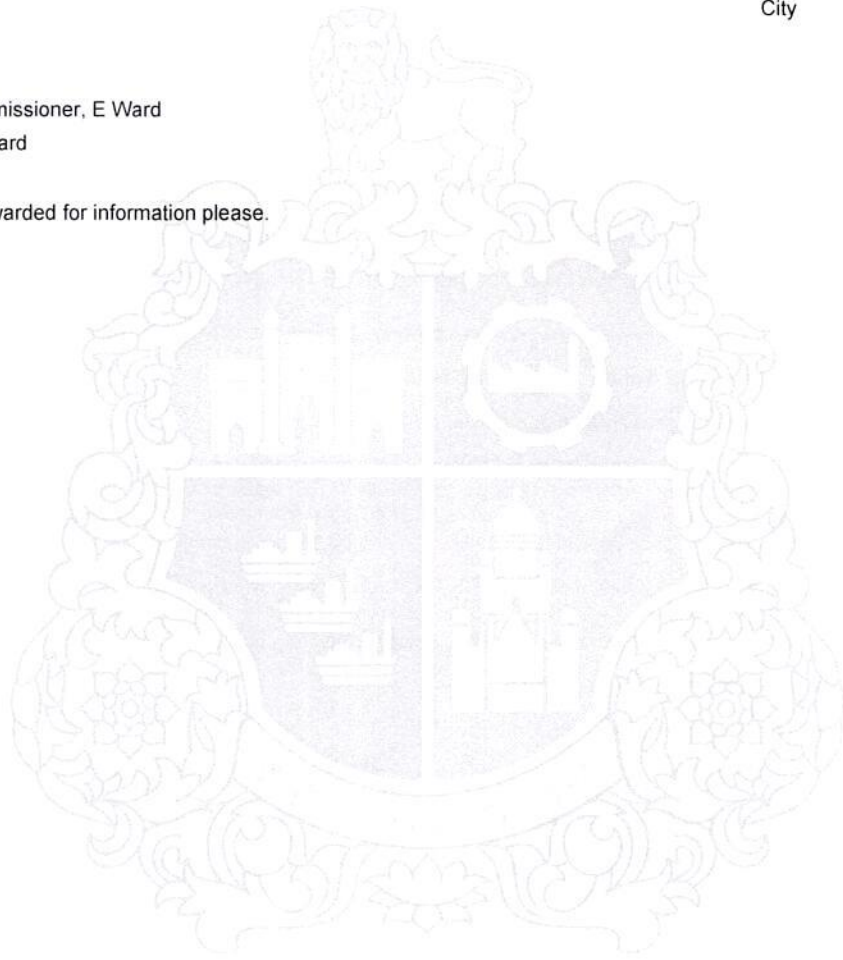
Digitally signed by GANESH A HARNE  
Date: 07 Jun 2023 22:13:35  
Organization: Brihanmumbai Municipal Corporation  
Designation: Executive Engineer

For and on behalf of Local Authority  
Municipal Corporation of Greater Mumbai  
Executive Engineer . Building Proposal  
City

Copy to :

- 1) Assistant Commissioner, E Ward
- 2) A.E.W.W., E Ward
- 3) D.O. E Ward

- Forwarded for information please.



C - 3



**MUNICIPAL CORPORATION OF GREATER MUMBAI**

**FORM 'A'**

**MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966**

No P-11910/2022/(1913)/E Ward/BYCULLA/CC/1/New

**COMMENCEMENT CERTIFICATE**

To.

MONEY MAGNUM NEST PVT. LTD.

Godrej Coliseum, 'A' Wing, 1301, 13th floor, Behind  
Everard Nagar, Off Eastern Express Highway, Sion  
(E), Mumbai - 400 022

Sir,

With reference to your application No. **P-11910/2022/(1913)/E Ward/BYCULLA/CC/1/New** Dated. **30 Jun 2022** 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 **30 Jun 2022** of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. **1913** C.T.S. No. **1913** Division / Village / Town Planning Scheme No. **2035** situated at **Maulana Azad Road and Bapurao Jagtap Marg Road / Street in E Ward 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.
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4. This permission does not entitle you to develop land which does not vest in you.
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  - 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. **Exe.Eng.(BP)City-I** Executive Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 26/7/2023

Issue On : 27 Jul 2022

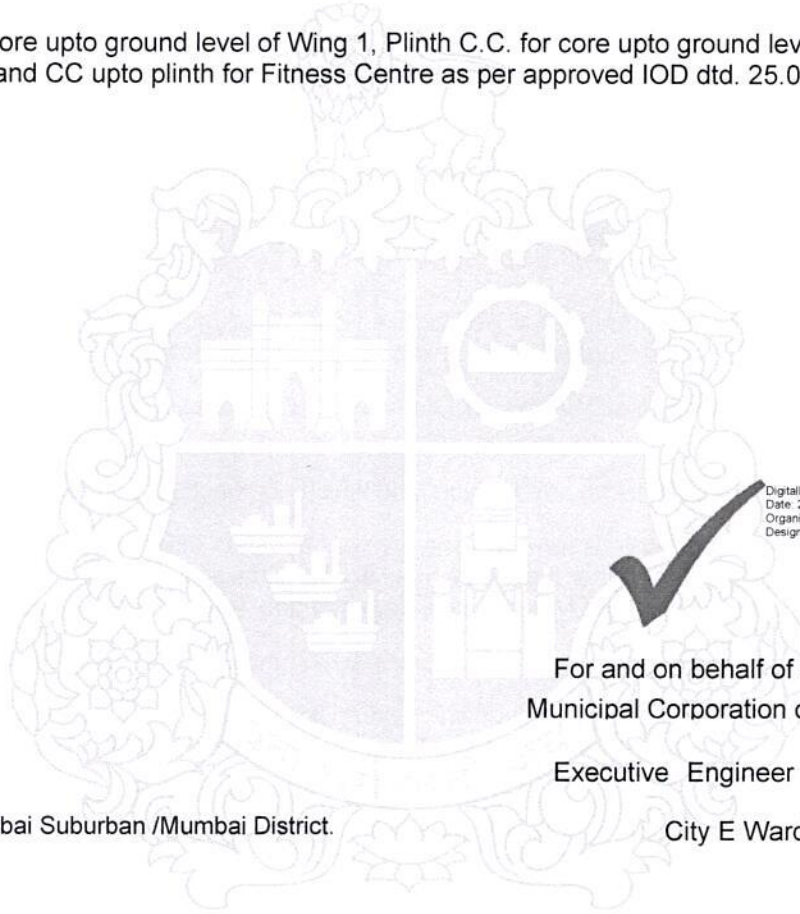
Valid Upto : 26 Jul 2023

Application Number :

P-11910/2022/(1913)/E  
Ward/BYCULLA/CC/1/New

Remark :

This CC is issued for core upto ground level of Wing 1, Plinth C.C. for core upto ground level of Wing 2, Upto 7th podium top for Wing 4 and CC upto plinth for Fitness Centre as per approved IOD dtd. 25.07.2022.



Digitally signed by GANESH A HARNE  
Date: 27 Jul 2022 13:44:46  
Organization: Brihanmumbai Municipal Corporation  
Designation: Executive Engineer

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

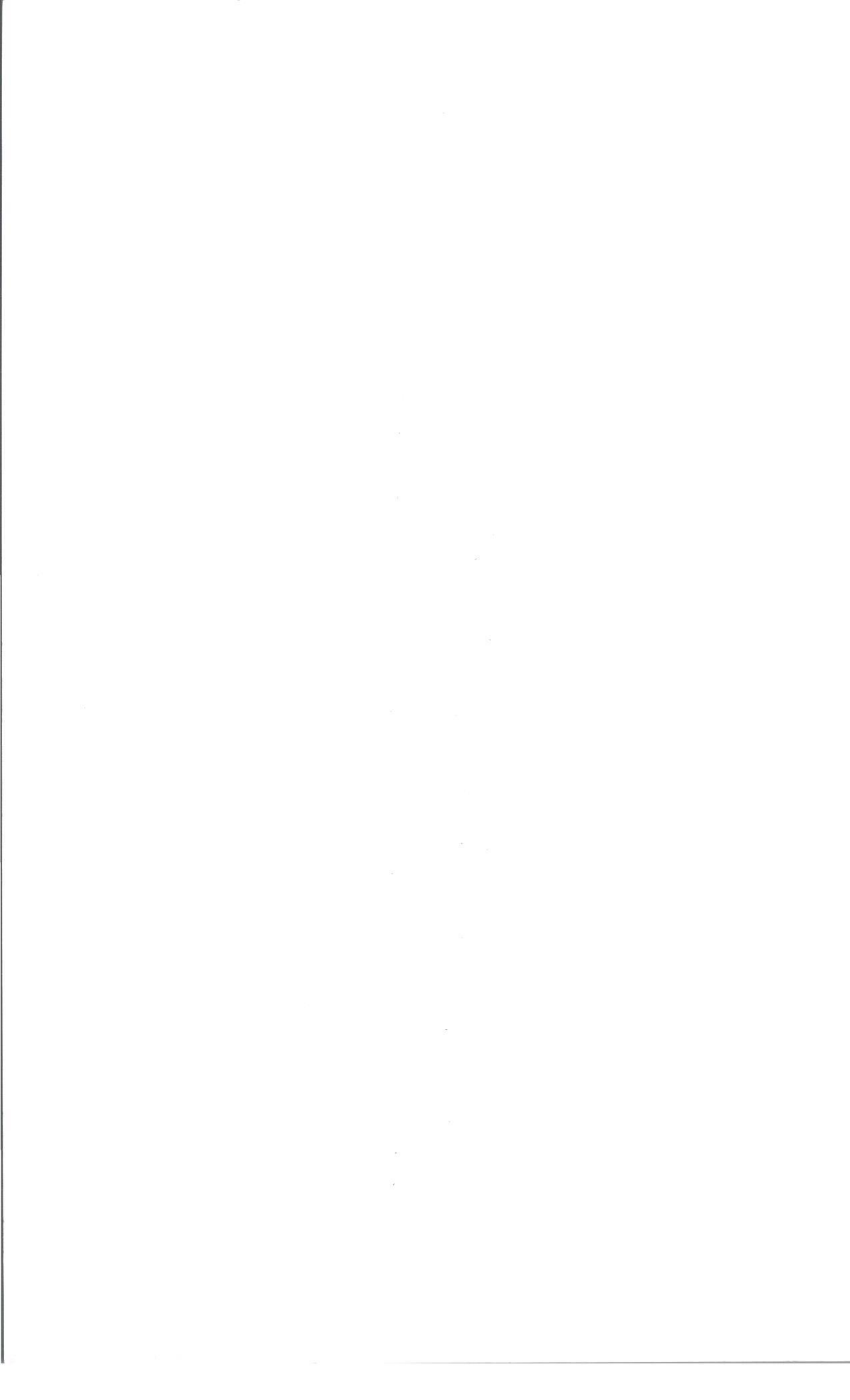
Executive Engineer . Building Proposal

City E Ward Ward

Cc to :

1. Architect.
2. Collector Mumbai Suburban /Mumbai District.









## Maharashtra Real Estate Regulatory Authority

### REGISTRATION CERTIFICATE OF PROJECT FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number :  
**P51900046567**

Project: **Lodha Bellevue, Plot Bearing / CTS / Survey / Final Plot No.:1913 at Mumbai City, Mumbai City, Mumbai City, 400011;**

- Macrotech Developers Limited** having its registered office / principal place of business at *Tehsil: Mumbai City, District: Mumbai City, Pin: 400001.*
- This registration is granted subject to the following conditions, namely:-
  - The promoter shall enter into an agreement for sale with the allottees;
  - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
  - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (l) of sub-section (2) of section 4 read with Rule 5;  
OR  
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
  - The Registration shall be valid for a period commencing from **13/08/2022** and ending with **30/09/2028** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
  - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
  - That the promoter shall take all the pending approvals from the competent authorities
- If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid  
Digitally Signed by  
Mr. Arun Appasaheb Nadagoudar  
(Secretary-Incharge, MahaRERA)  
Date:25-08-2022 11:47:29

Dated: **25/08/2022**  
Place: **Mumbai**

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

