

“FORTUNE

AVIRAHİ”

A PROJECT BY

M/s.FORTUNE CONSTRUCTIONS

OFFICE NO : 202 WING A

388/12980

Wednesday, October 16, 2019

5:00 PM

पावती

②

Original/Duplicate

नोंदणी क्र.: 39M

Regn.: 39M

पावती क्र.: 14044 दिनांक: 16/10/2019

गावाचे नाव: बोरीवली

दस्तऐवजाचा अनुक्रमांक: बरल-5-12980-2019

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: हेरंब इंडस्ट्रीज लिमिटेड चे संचालक रघुराम के शेटी

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2500.00

पृष्ठांची संख्या: 125

एकूण:

रु. 32500.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

5:13 PM ह्या वेळेस मिळेल.

बाजार मुल्य: रु. 24799813/-

मोबदला रु. 25575000/-

भरलेले मुद्रांक शुल्क: रु. 1535000/-

सह दुय्यम निबन्धनाचे दिनांक: ५.

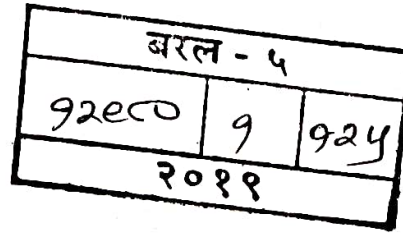
मुंबई उपनगर जिल्हा

1) देयकाचा प्रकार: eChallan रक्कम: रु. 30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH007327975201920P दिनांक: 16/10/2019

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रक्कम: रु. 2500/-





महाराष्ट्र शासन -नोंदणी व मुद्रांक विभाग

मुल्यांकन अहवाल सन 2019

१. दस्ताचा प्रकार : करारनामा अनुच्छेद क्रमांक : 25(ब)
२. सादरकर्त्याचे नाव- हेरंब इंडस्ट्रीज लिमिटेड
३. तालुका : मुंबई/ अंधेरी / बोरीवली / कुर्ला
४. गावाचे नाव : बोरीवली
५. नगर भुमापन क्रमांक/सर्व्हे क्र./अंतिम भुखंड क्रमांक: 104A
६. मूल्य दरविभाग (झोन):- 83 उपविभाग 370
७. मिळकतीचा प्रकार: खुली जमीन / निवासी / कार्यालय / दुकान / औद्योगिक प्रति चौ .मी. दर : 1,59,700/-
८. दस्तात नमुद केलेल्या मिळकतीचे क्षेत्रफळ: 155.29 बिल्टअप ,चौ.मीटर
९. कारपर्किंग: _____ गच्ची: _____ पोटमाळा:- _____
१०. मजला क्रमांक:- दुसरा मजला उदवाहन सुविधा आहे/नाही
११. बांधकाम वर्ष:- _____ घसारा : _____
१२. बांधकामाचा प्रकार:- आर आर सी /इतर पक्के /अर्धे पक्के /कच्चे
१३. बाजारमूल्यदर तक्त्यातील मार्गदर्शन सुचना क्र:- ज्यान्वये दिलेली
१४. भाडेकरू व्याप्त मिळकत असल्यास:- १. त्याच्या ताब्यातील क्षेत्र (जुने क्षेत्र)
२. नवीन इमारतीत दिलेले क्षेत्र
३. भाड्याची रक्कम :
१५. लिव्ह अन्ड लायसन्सचा दस्त : १. प्रतिमाह भाडे रक्कम :
निवासी/अनिवासी २. अनामत रक्कम/आनाव भाडे :
३. कालावधी
१६. निर्धारित केलेले बाजारमूल्य 2,48,00,000/- ✓
१७. दस्तामध्ये दर्शविलेली मोबदला 2,55,75,000/- ✓
१८. देय मुद्रांक शुल्क: 15,34,500/- ✓ १९ भरलेले मुद्रांक शुल्क 15,34,500/- ✓
२०. देय नोंदणी फी:- 30,000/- ✓



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CHALLAN
MTR Form Number-6



MH007327975201920P	BARCODE	Date 14/10/2019-13:28:43	Form ID 25.2
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Payment Inspector General Of Registration		Payer Details	
Stamp Duty	TAX ID (if Any)		
Registration Fee	PAN No.(If Applicable)	AAACH3787Q	
Name BRL5_JT SUB REGISTRAR BORIVALI 5	Full Name	HERANBA INDUSTRIES LIMITED	
Location MUMBAI	Flat/Block No.	OFFICE NO 202, 2 ND FLOOR. A WING	
2019-2020 One Time	Premises/Building	FORTUNE AVIRAH.	

Account Head Details	Amount In Rs.	Road/Street	Area/Locality	Town/City/District	PIN
45501 Stamp Duty	1535000.00	BHATTWADI, JAMBLI GALLI, BORIVALI WEST	MUMBAI		4 0 0 0 9 2
53301 Registration Fee	30000.00				

Remarks (If Any)	
PAN2=AABFF2122M-SecondPartyName=MS	FORTUNE
CONSTRUCTIONS-CA=25575000	

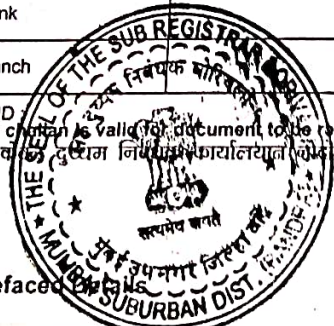


Amount In	Fifteen Lakh Sixty Five Thousand Rupees Only
Words	
15,65,000.00	

Payment Details STATE BANK OF INDIA	FOR USE IN RECEIVING BANK		
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Cheque-DD Details		Bank CIN	Ref. No.	10000502019101400861	3428274899405
Cheque/DD No.		Bank Date	RBI Date	14/10/2019-13:29:06	Not Verified with RBI
Branch of Bank		Bank-Branch	STATE BANK OF INDIA		
Branch of Branch		Scroll No. , Date	Not Verified with Scroll		

Department ID: Mobile No. : 9967186959
 Note: This challan is valid for document to be registered in Sub-Registrar office only. Not valid for unregistered document.
 चालन चिठ्ठी दस्तावेजांच्या नोंदणी करायच्या दस्तावेजांची नोंदणी करायच्या दस्तावेजांच्या नोंदणीसाठी सधर चालण लागू



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No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
(IS)-388-12980		0003828725201920	16/10/2019-17:00:26	IGR194	30000.00

THIS AGREEMENT is made at Mumbai this 16th day of October, 2019

V.M. Shah

V.M. Shah

BETWEEN

V.S.S. &

U.F. Vyas

Bhushan

(1) PRATHAMESH SURESHCHANDRA BHATT, (2) DEVANG SURESHCHANDRA BHATT, (3) UMESH JITENDRA PRASAD VYAS, (4) JAI MAHESHCHANDRA BHATT and (5) BHUSHAN PARIMAL BHATT, all of Mumbai, Indian inhabitants, residing at Bhattwadi, Jambli Galli, Borivali (West), Mumbai – 400 092, hereinafter collectively referred to as the "Vendors" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors and administrators) of the First Part

AND

M/S. FORTUNE CONSTRUCTIONS, a partnership firm registered under the provisions of the Indian Partnership Act, 1932, having its principal place of business at Narayan Mansion, 166A, Dr. Ambedkar Road, Dadar (East), Mumbai – 400 014, hereinafter referred to as the "Confirming Party" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the

V.S.S. &
U.F. Vyas
V.M. Shah
Bhushan

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partner or partners for the time being of the said firm, the survivor or survivors of them, and the heirs, executors and administrator of the last surviving partner, and their assigns) of the Second Part

AND

HERANBA INDUSTRIES LIMITED, a company incorporated under the provisions of the Companies Act, 1956, with CIN U24231GJ1992PLC017315, THROUGH ITS DIRECTOR Mr. RAGHURAM K. SHETTY, having its registered office at Plot no. 1504/1505/1506, Phase – III, GIDC, Vapi, district – Valsad, Gujarat – 396195. and its Head Office at 101/102, Kanchanganga, Factory Lane, Borivali (W), Mumbai – 400 092, 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 its successors & permitted assigns) of the Third Part.

WHEREAS:

- (i) Prior to 7th November 1935, one Ramkunwar Laxmidas Bhatt was the owner *inter alia* of all that piece or parcel of land bearing Final Plot No.75 (originally bearing Final Plot No.80) of TPS No. III Borivali and bearing CTS No. 104A of Village Borivali admeasuring 3980.90 square metres, and situate, lying and being at Bhattwadi, Jambli Galli, Borivali (West), Mumbai-400 092 (and more particularly described in the **First Schedule** hereunder written and shown on the **Plan** thereof annexed hereto and marked **Annexure-1** and thereon shown surrounded by red-colour boundary line and hereinafter referred to as "the Larger Land"), together with the structures standing thereon;
- (ii) By and under the Indenture of Gift dated 7th November 1935 executed by and between the said Ramkunwar Laxmidas Bhatt of the one part and her daughter, Lilavati Bhatt of the other part and registered in the Office of the Sub-Registrar of Assurances at Bandra under Serial No.BND/1130 of 1935, the said Ramkunwar Laxmidas Bhatt transferred the Larger Land together with the structures standing thereon, by way of a gift, to the said Lilavati Bhatt, in the manner and upon the terms and conditions mentioned therein;

The said Lilavati Laxmidas Bhatt passed away on or about 20th October 1982, having prior thereto made her Last Will and Testament dated 5th June 1974 (hereinafter referred to as "Lilavati's Will"), whereunder she *inter alia* appointed Sureshchandra Dahyabhai Bhatt as sole executor of Lilavati's Will;



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(iv) Under Lilavati's Will, the said Lilavati Laxmidas Bhatt bequeathed all her immovable and movable properties (including the Larger Land and the structures standing thereon) in favour of Sureshchandra Dahyabhai Bhatt, Maheshchandra Dahyabhai Bhatt and Usha Sureshchandra Bhatt, to be held by them as the (first) trustees of the trust created by her thereunder with the name "Mrs. Lilavati Laxmidas Family Trust" (hereinafter referred to as "the Trust"), for the benefit of the sons of -

- (a) the said Sureshchandra Dahyabhai Bhatt (his sons being the Vendor No.1 i.e. the said Prathamesh Sureshchandra Bhatt, Vendor No.2 i.e. the said Devang Sureshchandra Bhatt and Vendor No.3 i.e. the said Umesh Jitendra Prasad Vyas).
- (b) the said Maheshchandra Dahyabhai Bhatt (his son being Vendor No.4 i.e. the said Jai Maheshchandra Bhatt), and
- (c) Parimal Dahyabhai Bhatt (his son being the Vendor No. 5 i.e. the said Bhushan Parimal Bhatt),

in equal share, with the Trust to come to an end on the last of the beneficiaries attaining the age of 18 years, whereupon the estate was to be distributed to the said beneficiaries in the manner specified therein;

(v) The said existing structures comprised of residential chawls, occupied partly by the Vendors and their family members and various third persons who occupied the same on monthly tenancy basis (hereinafter collectively referred to as "the Existing Buildings"), and a private temple dedicated to Lord Shiva for private worship by the Vendors and their families (and shown in purple colour wash on the said Plan of the Larger Land annexed hereto as Annexure-1 and hereinafter referred to as "the Temple");

(vi) The said Sureshchandra Dahyabhai Bhatt passed away on 28th February 1985, and the said Maheshchandra Dahyabhai Bhatt passed away on 2nd March 1985;

(vii) In the circumstances and by and under the Indenture dated 23rd May 1988 executed by and between the said Usha Sureshchandra Bhatt of the one part and Mita Maheshchandra Bhatt and Mishrilal Jungarlal Oza of the other part, the said Usha Sureshchandra Bhatt, in her capacity as the sole surviving trustee of the Trust, *inter alia* appointed Mita Maheshchandra Bhatt and Mishrilal Jhungalal Oza as trustees of the Trust;

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Thereafter by diverse mesne acts and assurances in the law and ultimately by and under the Development Agreement dated 10th May 2007 executed by and between the said Usha Sureshchandra Bhatt, Mita Maheshchandra Bhatt and Mishrilal Jungarlal Oza (in their capacity as the trustees the Trust) of the first part, and the Vendors (as confirming parties thereto) of the second part, and the Confirming Party of the third part, and registered in the Office of the Joint Sub-Registrar of Assurances at Borivali No.3 under Serial No. BDR-5/3713 of 2007 (hereinafter referred to as "the Development Agreement"), the said Usha Sureshchandra Bhatt and Ors. (in their said capacity as the trustees the Trust), with the consent and confirmation of the Vendors, granted the development rights in respect of the Larger Land and the Existing Buildings, in favour of the Confirming Party in the manner and for the consideration, and upon the terms and conditions mentioned therein;

- (viii) In the meantime upon the application made by the Vendor No. 1 (i.e. the said Prathamesh Sureshchandra Bhatt) and the Vendor No. 2 (i.e. the said Devang Sureshchandra Bhatt) in that regard, the Hon'ble Bombay High Court by its order dated 29th February 2012 passed in T. & I. J Petition No. 1070 of 2010, granted Letters of Administration (with a copy of Lilavati's Will annexed) to them;
- (ix) Pursuant thereto and by and under the Deed of Transfer dated 21st October 2013 executed by and between Vendor No.1 and 2 (in their said capacity as the administrators of the estate of the late Lilavati Laxmidas Bhatt) of the first part, the said Usha Sureshchandra Bhatt, Mita Maheshchandra Bhatt and Mishrilal Jungarlal Oza (in their said capacity as the trustees the Trust) of the second part and the Vendors of the third part and registered in the Office of the Joint Sub-Registrar of Assurances at Borivali No.7 under Serial No. BRL-7/8604 of 2013, the Vendor No. 1 and Vendor No.2 (in their said capacity as the administrators of the estate of the late Lilavati Laxmidas Bhatt) and the said Usha Sureshchandra Bhatt, Mita Maheshchandra Bhatt and Mishrilal Jungarlal Oza (in their said capacity as the trustees the Trust), formally conveyed and transferred the Larger Land, the Existing Building and the Temple in favour of the Vendors absolutely, in equal share, pursuant to the directions contained in Lilavati's Will (albeit subject to the development rights granted to the Confirming Party as aforesaid), in the manner and upon the terms and conditions mentioned therein;

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- (x) Thereafter by under the Supplemental Agreement dated 5th December 2013 executed by and between the Vendors of first part, the said Usha Sureshchandra Bhatt, Mita Maheshchandra Bhatt and Mishral Jungaral Oza, (as confirming parties thereto) of the second part and the Confirming Party of the third part and registered in the Office of the Joint Sub-Registrar of Assurances at Borivali No.5 under Serial No.BRL-5/10033 of 2013 (hereinafter referred to as "the Supplemental Agreement"), certain terms and conditions of the Development Agreement were modified as more particularly set out therein;
- (xi) Simultaneously therewith, and by the Power of Attorney dated 5th December 2013 executed by the Vendors and registered in the Office of the Joint Sub-Registrar of Assurances at Borivali No. 5 under Serial No.BRL-5/10034 of 2013, the Vendors have *inter alia* authorized Suketu H. Trivedi (being one of the partners of the Confirming Party) to do all acts, deeds, matters and things in respect of the development of the Larger Land;
- (xii) In the circumstances, the Confirming Party is entitled to develop the Larger Land and the Existing Buildings standing thereon;
- (xiii) There was a road-set back affecting a portion of the Larger Property, and pursuant to the same, the set-back area admeasuring 91 square metres has been handed over to the MCGM, and pursuant thereto and upon the application made by the Vendors in that regard, the said road set-back area admeasuring 91 square metres has been formally sub-divided from the Larger Land and now bears Final Plot No.75B, and the remaining portion of the Larger Land admeasuring 3889.90 square metres now bears Final Plot No.75A (and is more particularly described in the **Second Schedule** hereunder written and shown on the **Plan** thereof annexed hereto and marked **Annexure-2** and thereon shown surrounded by red-colour boundary line and hereinafter referred to as "the said Land");
- (xiv) The Confirming Party has commenced the redevelopment of the said Land and the Existing Buildings, and the construction of a new building comprising of the Rehab Building (as defined below) and the said Building (as defined below) in a phase-wise manner, and in the first phase the Confirming Party has demolished the Existing Buildings and has constructed two wings viz. Wings C and D each consisting of the common basement, and stilts and 7 upper floors, on the rear portion of the said Land (and shown in pink colour

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wash on the Plan of the said Land annexed hereto as Annexure-1 and hereinafter referred to as "the Rehab Building") and has handed-over the flats therein to all the erstwhile tenants of the Existing Buildings, as and by way of permanent alternate accommodation on what is popularly known as 'ownership basis', after obtaining the Occupation Certificate bearing No.CHE/A-3764-BP(WS)/AR dated 10th May 2010 in respect thereof, save and except for one tenant (details of whom are more particularly set out in clause 10.10(b) below);

- (xv) The Confirming Party now proposes to construct three wings viz. Wing A abutting Jambli Galli consisting of the common basement, ground floor for Shops + 1st to 2nd floor for commercial offices + 3rd floor for parking + 4th to 21st residential upper floors (hereinafter referred to as "the A-Wing"), Wing B consisting of the common basement, ground floor for (part) stilt + (part) Services and 10 residential upper floors (and hereinafter referred to as "the B-Wing") and the F-wing consisting of Ground floor + 7 upper floors either as an independent wing or as an extension of the Wing E (existing temple area), depending upon planning and/or design exigencies, at the discretion of the Developer (hereinafter for the sake of convenience referred to as "the F-Wing");

(The A-Wing, the B-Wing and the F-Wing for the sake of convenience are hereinafter collectively referred to as "the said Building").

- (xvi) The said Building constructed/to be constructed on the said Land shall be known as "Fortune Avirahi", whereas the Rehab Building is known as "Om Fortune";

- (xvii) The Confirming Party has appointed M/s.Tee Arch as architects and Jay Shree Krishna Consulting Engineer as Structural Engineers for the preparation of the structural designs and drawings of the said Building and the Confirming Party accepts the professional supervision of the architect and the structural engineers;

Subject to what is mentioned in recital (xxi) and clause 1.5 below, the Confirming Party has got the plans, specifications, elevations, sections and other details of the said Building duly approved and sanctioned from the Municipal Corporation of Greater Mumbai (hereinafter referred to as "the MCGM") and has obtained Intimation of Disapproval ("IOD") bearing No.CHE/A-3764/BP(WS)/AR dated 15/12/2005 and Amended IOD dated



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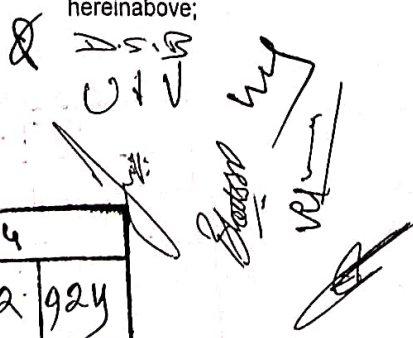
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26/06/2015 and dated 03/04/2018 and further Amended IOD bearing No CHE/WSII/3764/BP(WS)/AR dated 16/02/2019.

- (xix) The MCGM issued the Commencement Certificate bearing No.CHE/A-3764/BP(WS)/AP/AR dated 28th November 2007 ("CC") up to the top of the common basement of the said Building on the terms and conditions set out therein. The MCGM issued its Revised Commencement Certificate bearing No. CHE/A3764/BP(WS)/AR/FCC/3/Amend dated 28/02/2019 and further endorsed on 05/04/2019 up to 7th floor of the A-Wing and 3rd (part) floor of the B-Wing on the terms and conditions set out therein and the Confirming Party shall obtain the balance approvals from various authorities from time to time, so as to obtain Occupation Certificate of the said Building;
- (xx) While sanctioning the plans, the MCGM has laid down certain terms, conditions and restrictions which are to be observed and performed by the Confirming Party while developing the said Land and upon due observance and performance of which only the Occupation Certificate in respect of the said Building shall be granted by the MCGM;
- (xxi) The Vendors have informed the Purchaser that at present, the plans have been sanctioned for 4,678.29 square metres of FSI in respect of the said Building (viz. for the ground floor and 21 upper floors in the A-Wing and for Stilt and 9 upper floors in the B-Wing) and common basement. The balance floors/F-Wing shall be constructed after further obtaining sanction for the further floors/the F-Wing (hereinafter referred to as "the Proposed Plans");
- (xxii) The Purchaser has approached the Vendors to purchase and the Vendors have at the request of the Purchaser agreed to sell to the Purchaser, on "ownership basis", the premises being an office in the A-Wing (and more particularly described in the Third Schedule hereunder written and hereinafter referred to as the "Premises") for the total consideration more particularly mentioned in the Fourth Schedule hereunder written (hereinafter referred to as the "Consideration") payable in the manner more particularly set out in the Fifth Schedule hereunder written, and upon the terms and conditions agreed between the Purchaser and the Vendors as recorded herein;

(xxiii) The Confirming Party is entitled and enjoined upon to construct the A-Wing, the B-Wing and the F-Wing on the said Land in accordance with the recitals hereinabove;

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(xxiv) the Vendors and the Confirming Party have *inter alia* mutually segregated and demarcated their respective premises (including car-parking spaces) in the Building pursuant to which the Premises have, in addition to certain other premises, been allocated to the share of the Vendors;

(xxv) Pursuant to the foregoing, the Vendors have the sole and exclusive right to sell their share of the premises in the Building to be constructed by the Confirming Party on the said Land, and to enter into agreement/s with the purchasers of such premises therein and to receive and appropriate to itself, the sale consideration in respect thereof;

(xxvi) On demand from the Purchaser, the Vendors have given inspection to the Purchaser of all the documents of title relating to the said Land and the plans, designs and specifications prepared by the Confirming Party's Architects M/s. Tee Arch and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "RERA") and the Rules and Regulations made thereunder and the Purchaser is fully satisfied with the title of the Vendors in respect of the said Land and the Vendors' right to sell and allot the Premises;

(xxvii) Authenticated copies of (i) the Title Certificate dated 23rd June, 2017 issued by M/s. Mannadiar & Co., Advocates & Solicitors, (ii) the Extract of Property Register Card in respect of the said Land, (iii) the IOD and the CC and (iv) the plan in respect of the Premises (Floor Plan) have been annexed hereto and marked as **Annexures 3, 4, 5 (Colly) and 6** respectively;

(xxviii) The authenticated copy of the plans of the layout as approved by the MCGM has been annexed hereto and marked as **Annexure-7**;

(xxix) The authenticated copies of the plans of the layout as proposed by the Confirming Party and according to which the construction of the Building and the open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure-8**;

(xxx) This Agreement is restricted to the Premises in the A-Wing (which is shown in blue colour wash on the **Plan** of the said Land annexed hereto and marked **Annexure-8**) which is the subject matter of this Agreement and the Purchaser is not concerned with any other wing/building/structure



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IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day, month and year first hereinabove written.

THE FIRST SCHEDULE REFERRED TO ABOVE

(the said Larger Land)

All THAT piece or parcel of land admeasuring 3,980.90 sq. mtrs. or thereabouts bearing Final Plot No. 75 (originally bearing Final Plot No. 80) of T.P. Scheme No. III, Borivali, bearing CTS No. 104 A, of Village Borivali, situate in the Registration Sub-District of Borivali, District of Mumbai Suburban, and bounded as follows:

- On or towards the North : By Jambli Galli,
- On or towards the South : By Final Plot No. 73,
- On or towards the East : By Final Plot No. 74, and
- On or towards the West : By Final Plot No. 82

THE SECOND SCHEDULE REFERRED TO ABOVE

(the said Land)

Portion of the Larger Land admeasuring 5550.90 square metres bearing Final Plot No. 75A of TPS No. III Borivali and situate, lying and being at Bhatwadi, Jambli Galli, Borivali (West), Mumbai-400 092

THE THIRD SCHEDULE REFERRED TO ABOVE

(the Premises)

Office No. 202 on the SECOND floor in Wing A admeasuring 141.12 sq. mtrs. carpet area (i.e. 1,519 sq. ft. carpet area) in the proposed building to be constructed on the said Land more particularly described in the Second Schedule hereinabove

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THE FOURTH SCHEDULE REFERRED TO ABOVE

(the Consideration)

Consideration Rs. 2,55,75,000/- (Rupees Two Crore Fifty-five Lakhs Seventy-five Thousand Only) for Office No. 202 on the SECOND floor in Wing A admeasuring 141.12 sq. mtrs. carpet area (i.e. 1,519 sq. ft. carpet area)

(Handwritten signatures and initials)



THE FIFTH SCHEDULE REFERRED TO ABOVE**(the Payment)**

- a. Rs. 26,00,000/- (Rupees Twenty-six Lakhs only) paid on or before execution of these presents (receipt whereof the Vendors hereby admit and acknowledge);
- b. Rs. 60,70,000/- (Rupees Sixty Lakhs Seventy Thousand Only) to be paid within 7 days of executing these presents;
- c. Rs. 60,70,000/- (Rupees Sixty Lakhs Seventy Thousand Only) to be paid upon handing over soft possession of the premises for fit-outs;
- d. Rs. 1,08,35,000/- (Rupees One Crore Eight Lakhs Thirty-five Thousand Only), being the balance consideration to be paid on handing over the final Possession after obtaining Occupation Certificate.

THE SIXTH SCHEDULE REFERRED TO ABOVE**(the Other Charges)**

Sr. No.	Details	Amount in Rupees (Rs.)
(i)	Non-refundable legal charges	Rs. 15,000/-
(ii)	Non-refundable share money, entrance fees and society membership charges	Rs. 1,300/-
(iii)	Interest free non-refundable presently estimated deposits towards installation of utilities viz. water, electric meter and piped gas connection	Rs. 50,000/-
(iv)	Advance Building Maintenance Charges, Common Area Maintenance Charges and Municipal Taxes for a period of 24 months based on present estimation. (Non-refundable, non-adjustable, interest free security deposit)	Rs. 8,74,944/-
(v)	LUC taxes, Infrastructure & Development Charges	Rs. 6,07,600/-
	Formation and registration charges of the said Common Organization	Rs. 10,000/-
	TOTAL	Rs. 15,58,844/-



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THE SEVENTH SCHEDULE REFERRED TO ABOVE*(description of common areas and facilities)*

1. Entrance lobbies
2. Lift lobbies on each floor
3. Staircases
4. Lifts
5. Common passages
6. Podium
7. Basement
8. Overhead terrace
9. Compound
10. Backup generators
11. Common electric meter for common lights.
12. Overhead & underground water tanks located above the top floor level of the building in the which the Premises is situated, means of access thereto
13. Drainage, storm water drain, electric sub-station if constructed, electrical poles, watch-man cabin, underground water tank (with pumping rooms and other pumping arrangement).

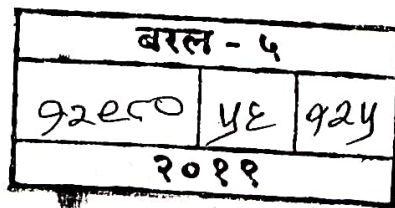
SIGNED AND DELIVERED BY THE

WITHINNNMED "Vendors"

(1) PRATHAMESH SURESHCHANDRABHATT

(2) DEWANG SUESCHANDRA BHATT

(3) JAI MAHESCHANDRA BHATT



(4) UMESH JITENDRA PRASAD VYAS
formerly, Umosh Sureschandra Bhatt



U J Vitendra
Bhatt



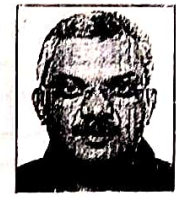
(5) BHUSHAN PARIMAL BHATT

in the presence of..

1. B.D. Pareek
2. K.B. Pareek



SIGNED AND DELIVERED BY THE
WITHINNMED "Confirming Party"
M/S. FORTUNE CONSTRUCTIONS
by the hands of its Authorized Partners
Mr. Suketu Trivedi



Suketu Trivedi

Mr. Virendra Shah



In the presence of..

1. B.D. Pareek
2. K.B. Pareek



V. M. Shah



SIGNED AND DELIVERED BY THE
WITHINNMED "PURCHASERS"
HERANBA INDUSTRIES LIMITED

PAN: AAACH3787Q
THROUGH ITS DIRECTOR
Mr. RAGHURAM K. SHETTY
(PAN: AMWPS0596B)



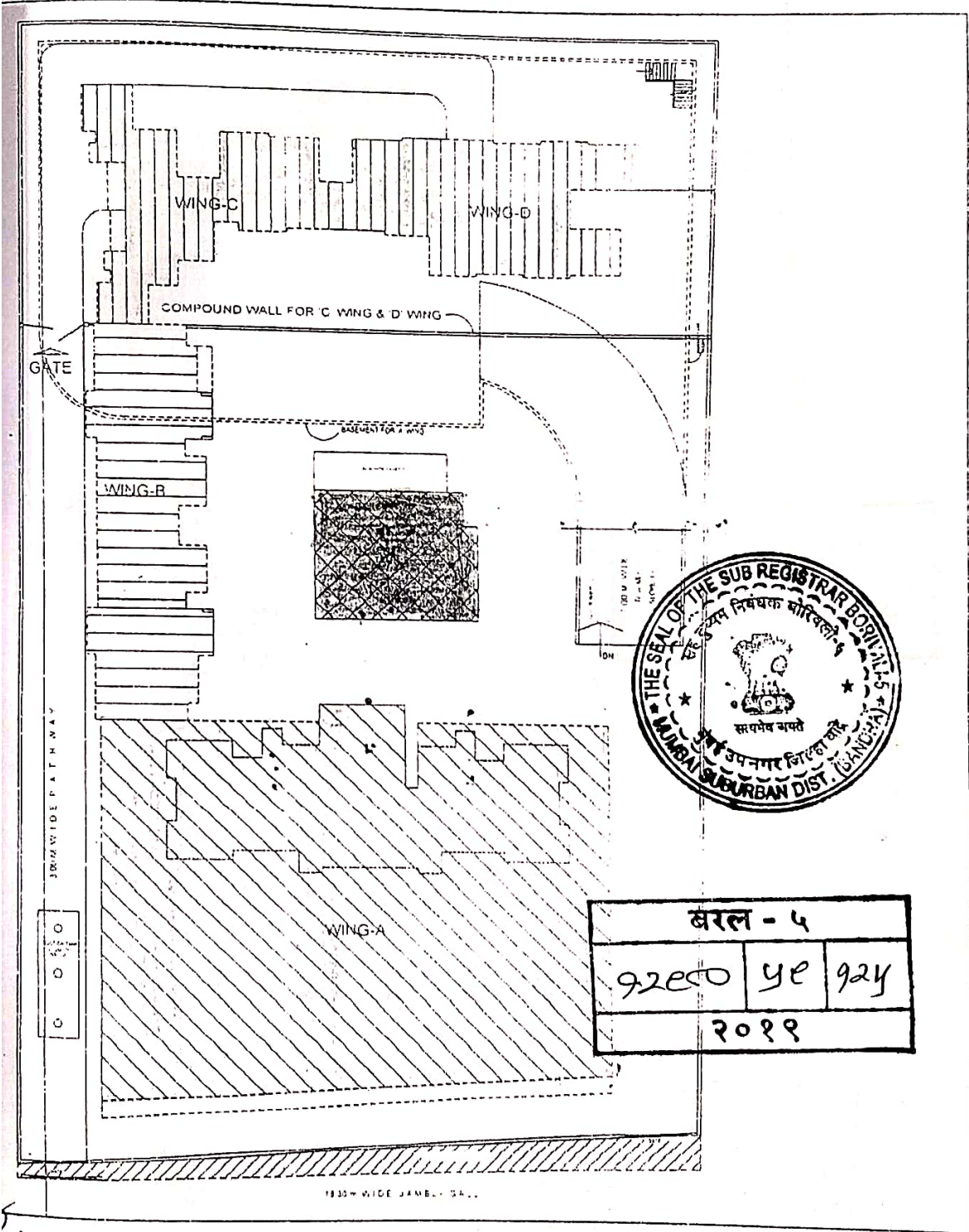
Raghuram K. Shetty

in the presence of

1. B.D. Pareek
2. K.B. Pareek

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Annexure 1



V.S.D
U.S.V
M.P.

Shah
M.P.

V.M. Shah

DND/11/15

MUNICIPAL CORPORATION OF GREATER MUMBAI

CHE/WSII/3764/BP(WS)/AR

Office of the Dy.Ch.Eng.(Bldg.Prop) - W. S/II, 2nd Floor 'C' Wing, Municipal
Office Bldg, 90 Road, Near Sanskruti Complex, Thakur Complex, Kandivali (East),
Mumbai - 400 101

To, Shri. Tarun H. Motta Tearch, 9 Square Building, Ramdas Sutrale Marg, Borivali (W), Mumbai - 400 092	To, Suketu H. Trivedi M/s Fortune Constructions 6, Narayan Mansion 1st floor Dr. Ambedkar Road Dadar (East) Mumbai - 400 014
---------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------

Sub : Proposed Bldg. on plot bearing FP No. 75 CTS no. 104 Of TPS-III
Borivali at Jambli Gully, Borivali (W).

Gentlemen,

There is no objection to carry out the work as per amended plans submitted by
you vide your letter under reference subject to the following conditions;

1. That all the conditions mentioned in the IOD dt.15/12/2005 shall be
complied with.
2. That the revised R.C.C. drawings and calculation shall be submitted.
3. That all the payments shall be made.
4. That the C.C. shall be re-endorsed.
5. That the plans showing proposed changes shall be submitted.
6. That the Extra water and Sewerage charges shall be paid.
7. Revised H.E. NOC shall be obtained.
8. That the condition in the notification issued by GOM u/s 154(1) of MR & TP
act 1966 u/no. TPS-1816/CR-443/16/RP Directives/UD-13 dt. 13.04.2017.
9. That dry and wet-waste shall be separated and the wet garbage generated in
the building shall be treated separately as the same plot by the
residents/occupants of the building in jurisdiction of MCGM. The necessary
condition in the sale agreement to that effect shall be incorporated by the
developer/owner.
10. That the Self declaration form as per circular No. CHE/0024/GEN dated
02/04/2016 shall be submitted.
11. That the adequate safeguards should be employed for preventing dispersal
of (dust) particles/ particles through the Air (or even otherwise) & adequate
record shall be maintained & uploaded for every single trip for disposal of

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Bhattacharya

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- C&D waste, at the time of loading the C&D waste in vehicle, after loading the C&D waste in the vehicle ring the hauling.
12. That all the conditions in the NOC from SWM department u/no. SWM/001979/2018/R/C/WSII dt. 15 Oct 2018 obtained online to transport & deposit / dump / level the C & D Waste at only designated unloading site shall be complied with.
 13. That the construction site & landfill site shall be inspected by the Licensed Architect/ Licensed Engineer, the compliance report thereof shall be uploaded, any breach in respect of the same will entail the cancellation of the building permission or the IOD & the work will be liable to be stopped immediately.
 14. That the construction is being permitted with a condition that the debris shall be deposited on pre-identified site with due consent / NOC of the land owner.
 15. That the probable quantity of C&D Waste should be indicated in advance prior to commencement of work & in case the quantity is within 20 MT for small generators, the C&D Waste shall be disposed off in accordance with the 'debris on call system', details thereof shall be submitted to that effect.
 16. That C&D Waste of large scale above 20 MT shall be disposed off as per Waste management plan approved online & as per Construction and Demolition Waste Management Rules 2016.
 17. That in the event the consent given by the disposal site owner / authority is revoked for any reasons, and/ or in the event the time limit during which disposal site was available gets expired, the relevant construction activity shall be stopped & show cause notice shall be given & till such time Waste Management Plan/ Debris Management plan is amended to provide the new site for dumping of C&D Waste and got approved online, construction work shall not be recommenced.
 18. That the valid Bank Guarantee of Rs. 25,00,000/- shall be furnished solely for the purpose of ensuring compliance of the conditions in the Waste Management Plan/ Debris Management Plan approved by SWM department of MCGM, till grant of full Occupation Certificate.
 19. That any officer of MCGM/ Monitoring Committee shall be entitled to inspect the record of grant of IOD, visit & inspect landfill sites, as well as. MCGM Officers/ Monitoring Committee shall be entitled to bring to the

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notice of MCGM any breach in the IOD conditions. The order passed by MCGM on the reported breaches shall be final & binding.
 20. That all the conditions in the orders of Hon'ble Supreme Court of India dated 15.03.2018 in the case of Dumping Ground should be complied with.

**JAGANNA
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SHRIRAM
GAVHANE**
Digitally signed by JAGANNATH SHIRIRAM GAVHANE
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 Date: 2019.02.16 18:41:58 +05'30'

S.E.B.P. R/C

**Navnath
S
Ghadge**
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A.E.B.P. R/C

Yours Faithfully,

**Vinod
Kondiram
Kekan**
Digitally signed by
 Vinod Kondiram
 Kekan
 Date: 2019.02.16
 18:41:58 +05'30'

**Executive Engineer (Bldg. Prop.)
(WS-II) R-Ward.**

Handwritten signatures and initials:
 S.S.
 U.J.V.
 Bhattacharya
 K.P.K.



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MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No CHE/A-3764/BP(WS)/AR/FCC/3/Amend

COMMENCEMENT CERTIFICATE

To,
SHRI SUKETU H. TRIVEDI PARTNER OF M/S
FORTUNE CONSTRUCTIONS
6, NARAYAN MANSION 1ST FLOOR 166-A DR,
AMBEDKAR ROAD DADAR (E) MUMBAI- 400014

Sir,

With reference to your application No. CHE/A-3764/BP(WS)/AR/FCC/3/Amend Dated. 22 Jun 2018 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 22 Jun 2018 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. 1 C.T.S. No. 104 Division / Village / Town Planning Scheme No. KANHERI R/C situated at JAMBLI GULLY Road, / Street in R/C 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 (B.P.) R2 Paresh Panchal Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

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This CC is valid upto 27/2/2020

Issue On : 28 Feb 2019

Valid Upto :

27 Feb 2020

Application Number :

CHE/A-3764/BP(WS)/AR - FCC 1

Remark :

Approved By
Assistant Engineer (B.P.) R2 Paresh Panc
Assistant Engineer (BP)

Issue On : 05 Apr 2019

Valid Upto :

29-Aug-2019

Application Number :

CHE/A-3764/BP(WS)/AR/FCC/3/Amend

Remark :

F.C.C.is granted to building comprising Wing A Consisting of Basement + Ground Floor for Shops + 1st to 2nd floor for commercial office + 3rd floor for parking + 4th to 7th residential floors and Wing B consisting of Basement + Gr. Floor for (pt) Stilt + (pt) Services + 1st to 3rd (pt) upper residential floors as per last approved amende dated 16.2.19.

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✓
Name : Panchal Paresh
Suryakant
Designation : Assistant
Engineer
Organization : Municipal
Corporation of Greater Murr
Date : 05-Apr-2019 16:09:5

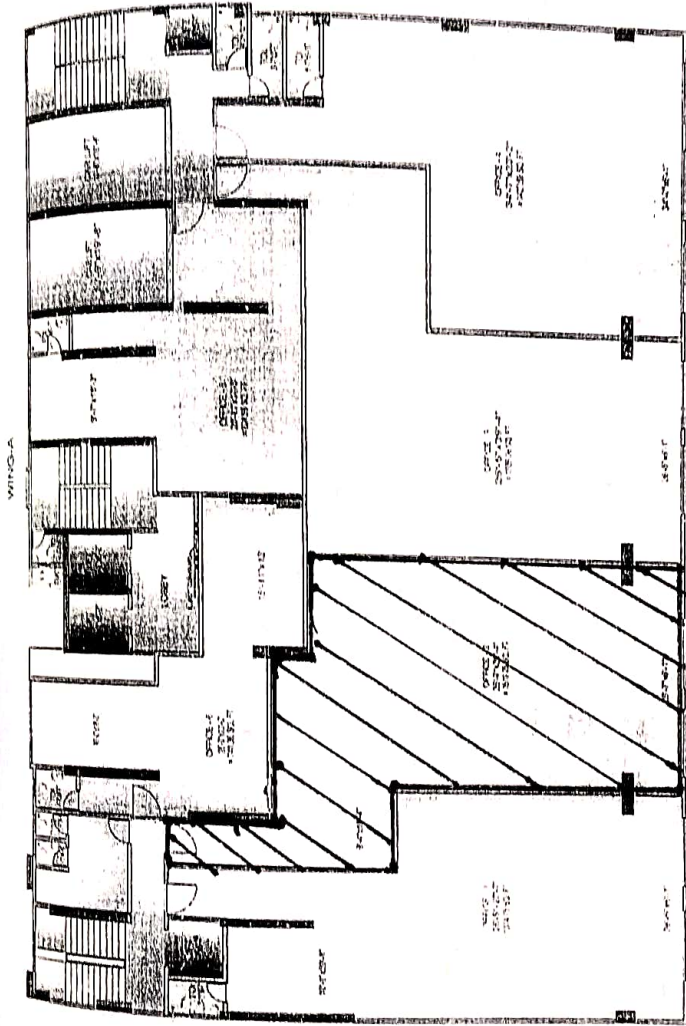
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Page 2 of 3 On 05-Apr-2019

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Amendment



SECOND FLOOR PLAN



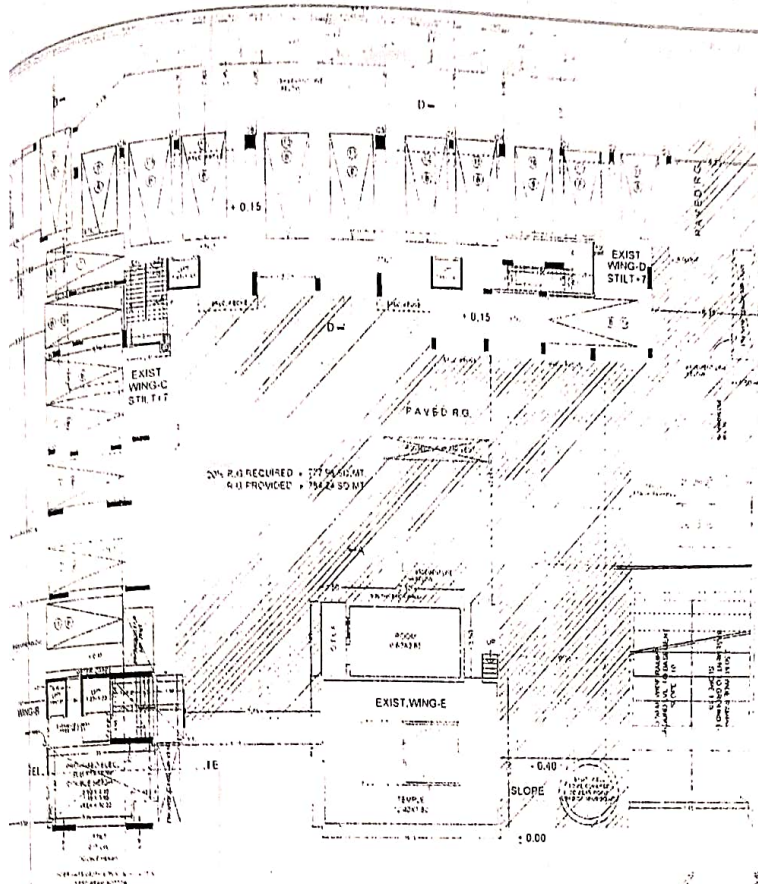
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COLUMN AREA CALCULATION

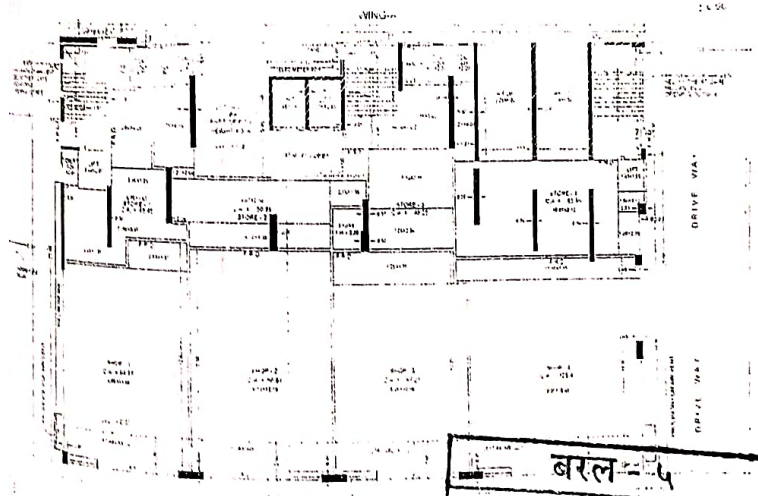
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2	1.00	12	1.00
3	1.00	13	1.00
4	1.00	14	1.00
5	1.00	15	1.00
6	1.00	16	1.00
7	1.00	17	1.00
8	1.00	18	1.00
9	1.00	19	1.00
10	1.00	20	1.00

CARPET AREA STATEMENT

NO.	AREA	NO.	AREA
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3	1.00	13	1.00
4	1.00	14	1.00
5	1.00	15	1.00
6	1.00	16	1.00
7	1.00	17	1.00
8	1.00	18	1.00
9	1.00	19	1.00
10	1.00	20	1.00

CARPET AREA STATEMENT

NO.	AREA	NO.	AREA
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2	1.00	12	1.00
3	1.00	13	1.00
4	1.00	14	1.00
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6	1.00	16	1.00
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8	1.00	18	1.00
9	1.00	19	1.00
10	1.00	20	1.00

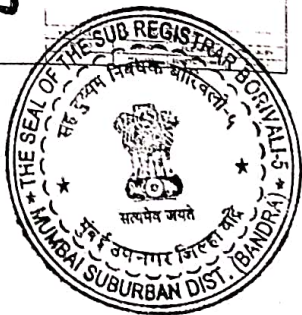


Prepared by: Vinod Kondram
 Checked by: Jugal Kondram
 Date: 20/10/22
 18.35.25-0570
 EXECUTIVE ENGINEER
 MUMBAI SUBURBAN DIST.

Navrat
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 Chaugu
 Farun H
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 Himmath
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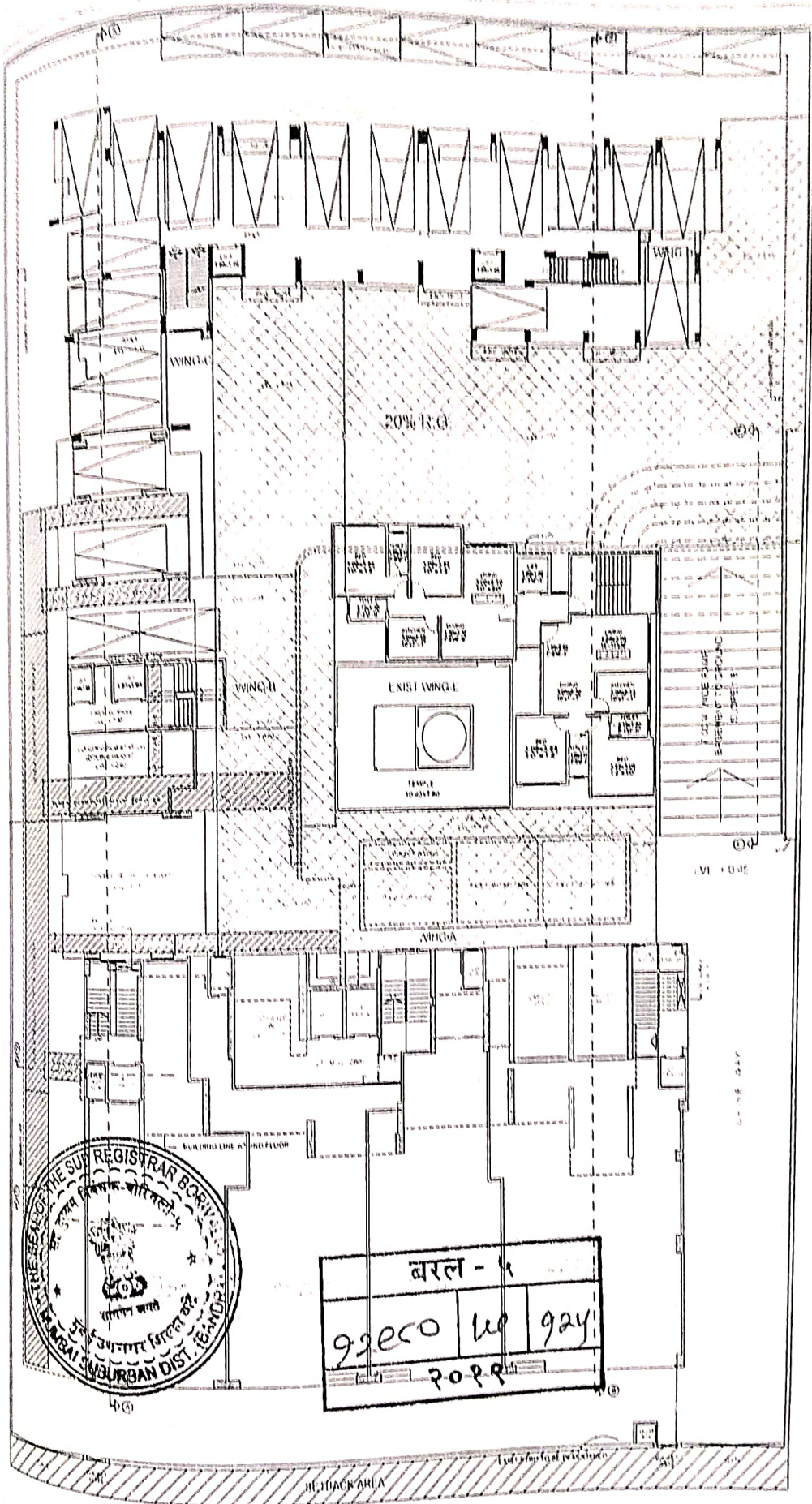
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GROUND FLOOR PLAN
 18.30m WIDE JAMBALI GALLI



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Annexure-9

Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT
FORM 'C'
[See rule 6(n)]

This registration is granted under section 5 of the Act to the following project under project registration number P51800004496

Project: Fortune Avrahl Wing A, Plot Bearing / CTS / Survey / Final Plot No. 75A at Borivall, Borivall, Mumbai Suburban, 400092;

- Fortuna Constructions having its registered office / principal place of business at Tehsil: Ward F North District, Mumbai City, Pin: 400014.
- 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 scheduled 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 (f) 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 09/08/2017 and ending with 31/12/2021 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- That the promoter shall take all the pending approvals from the competent authorities
- If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid
Digitally Signed by
Dr. Vasant Pramanand Prabhu
(Secretary, MahaRERA)
Date: 09/08/2017 2:32:25 PM

Dated: 09/08/2017
Place: Mumbai

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

S.S.
U.Z.V

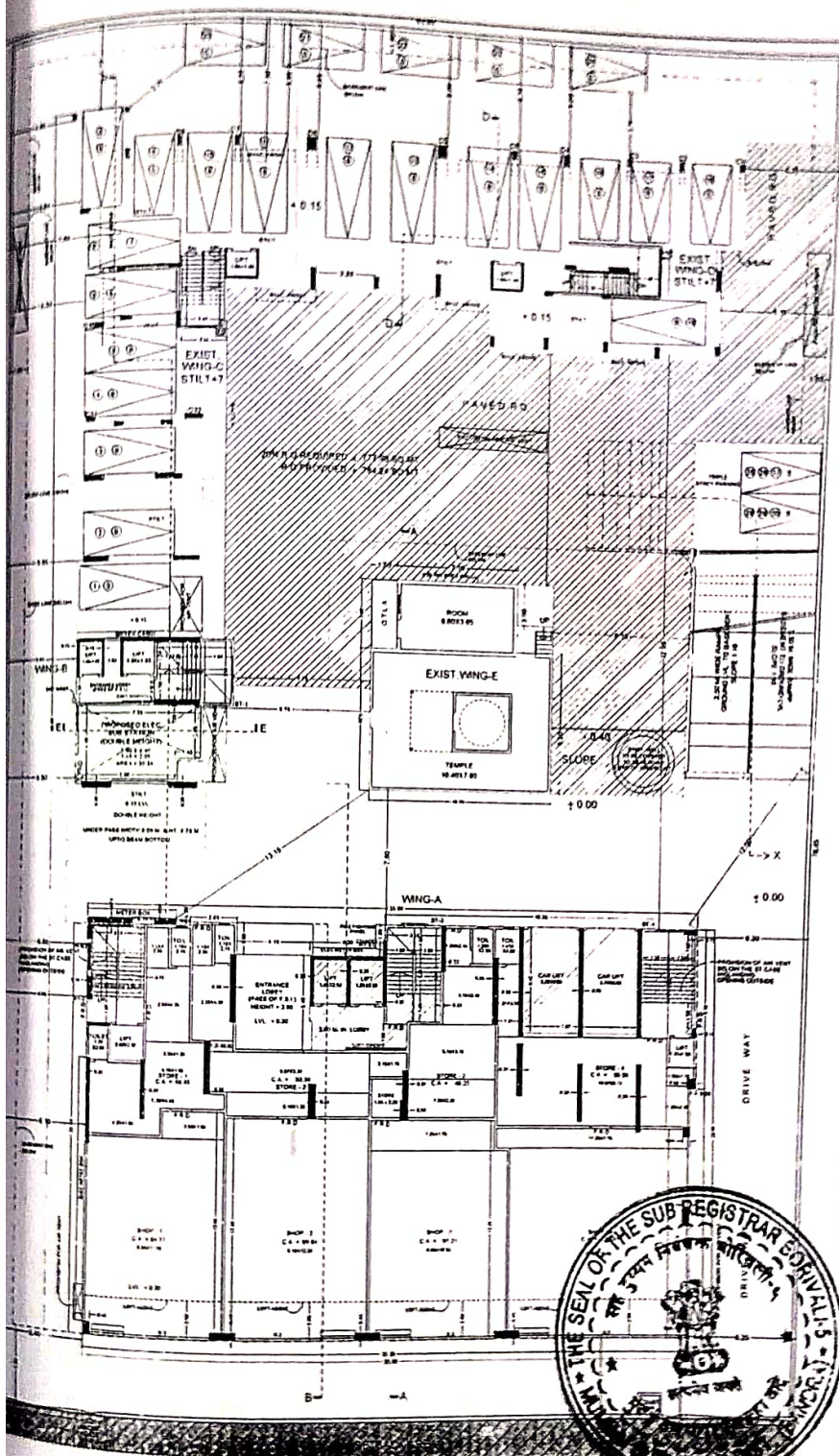
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COLUMN AREA CALCULATION

NO.	AREA	NO. OF COLUMNS	TOTAL AREA
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03	1.00	1	1.00
04	1.00	1	1.00
05	1.00	1	1.00
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75	1.00	1	1.00
76	1.00	1	1.00
77	1.00	1	1.00
78	1.00	1	1.00
79	1.00	1	1.00
80	1.00	1	1.00
81	1.00	1	1.00
82	1.00	1	1.00
83	1.00	1	1.00
84	1.00	1	1.00
85	1.00	1	1.00
86	1.00	1	1.00
87	1.00	1	1.00
88	1.00	1	1.00
89	1.00	1	1.00
90	1.00	1	1.00
91	1.00	1	1.00
92	1.00	1	1.00
93	1.00	1	1.00
94	1.00	1	1.00
95	1.00	1	1.00
96	1.00	1	1.00
97	1.00	1	1.00
98	1.00	1	1.00
99	1.00	1	1.00
100	1.00	1	1.00

CARPET AREA STATEMENT

NO.	AREA	TOTAL AREA
1	1.00	1.00
2	1.00	1.00
3	1.00	1.00
4	1.00	1.00
5	1.00	1.00
6	1.00	1.00
7	1.00	1.00
8	1.00	1.00
9	1.00	1.00
10	1.00	1.00
11	1.00	1.00
12	1.00	1.00
13	1.00	1.00
14	1.00	1.00
15	1.00	1.00
16	1.00	1.00
17	1.00	1.00
18	1.00	1.00
19	1.00	1.00
20	1.00	1.00
21	1.00	1.00
22	1.00	1.00
23	1.00	1.00
24	1.00	1.00
25	1.00	1.00
26	1.00	1.00
27	1.00	1.00
28	1.00	1.00
29	1.00	1.00
30	1.00	1.00
31	1.00	1.00
32	1.00	1.00
33	1.00	1.00
34	1.00	1.00
35	1.00	1.00
36	1.00	1.00
37	1.00	1.00
38	1.00	1.00
39	1.00	1.00
40	1.00	1.00
41	1.00	1.00
42	1.00	1.00
43	1.00	1.00
44	1.00	1.00
45	1.00	1.00
46	1.00	1.00
47	1.00	1.00
48	1.00	1.00
49	1.00	1.00
50	1.00	1.00
51	1.00	1.00
52	1.00	1.00
53	1.00	1.00
54	1.00	1.00
55	1.00	1.00
56	1.00	1.00
57	1.00	1.00
58	1.00	1.00
59	1.00	1.00
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62	1.00	1.00
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67	1.00	1.00
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70	1.00	1.00
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77	1.00	1.00
78	1.00	1.00
79	1.00	1.00
80	1.00	1.00
81	1.00	1.00
82	1.00	1.00
83	1.00	1.00
84	1.00	1.00
85	1.00	1.00
86	1.00	1.00
87	1.00	1.00
88	1.00	1.00
89	1.00	1.00
90	1.00	1.00
91	1.00	1.00
92	1.00	1.00
93	1.00	1.00
94	1.00	1.00
95	1.00	1.00
96	1.00	1.00
97	1.00	1.00
98	1.00	1.00
99	1.00	1.00
100	1.00	1.00

CARPET AREA STATEMENT

NO.	AREA	TOTAL AREA
1	1.00	1.00
2	1.00	1.00
3	1.00	1.00
4	1.00	1.00
5	1.00	1.00
6	1.00	1.00
7	1.00	1.00
8	1.00	1.00
9	1.00	1.00
10	1.00	1.00
11	1.00	1.00
12	1.00	1.00
13	1.00	1.00
14	1.00	1.00
15	1.00	1.00
16	1.00	1.00
17	1.00	1.00
18	1.00	1.00
19	1.00	1.00
20	1.00	1.00
21	1.00	1.00
22	1.00	1.00
23	1.00	1.00
24	1.00	1.00
25	1.00	1.00
26	1.00	1.00
27	1.00	1.00
28	1.00	1.00
29	1.00	1.00
30	1.00	1.00
31	1.00	1.00
32	1.00	1.00
33	1.00	1.00
34	1.00	1.00
35	1.00	1.00
36	1.00	1.00
37	1.00	1.00
38	1.00	1.00
39	1.00	1.00
40	1.00	1.00
41	1.00	1.00
42	1.00	1.00
43	1.00	1.00
44	1.00	1.00
45	1.00	1.00
46	1.00	1.00
47	1.00	1.00
48	1.00	1.00
49	1.00	1.00
50	1.00	1.00
51	1.00	1.00
52	1.00	1.00
53	1.00	1.00
54	1.00	1.00
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62	1.00	1.00
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69	1.00	1.00
70	1.00	1.00
71	1.00	1.00
72	1.00	1.00
73	1.00	1.00
74	1.00	1.00
75	1.00	1.00
76	1.00	1.00
77	1.00	1.00
78	1.00	1.00
79	1.00	1.00
80	1.00	1.00
81	1.00	1.00
82	1.00	1.00
83	1.00	1.00
84	1.00	1.00
85	1.00	1.00
86	1.00	1.00
87	1.00	1.00
88	1.00	1.00
89	1.00	1.00
90	1.00	1.00
91	1.00	1.00
92	1.00	1.00
93	1.00	1.00
94	1.00	1.00
95	1.00	1.00
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97	1.00	1.00
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99	1.00	1.00
100	1.00	1.00

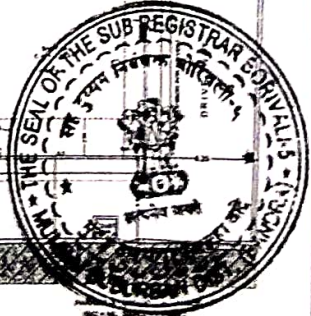
PROFORMA 'B'

Digitally signed by Vinod Kondiram Kekan
Date: 2019.07.16 18:15:25 +05'30'

EXECUTIVE ENGINEER
BUILDING DEPARTMENT, KANAKOLLA

RESEARCH

TEAR SHEET



GROUND FLOOR PLAN
18.30 m WIDE JAMBALI GALLI

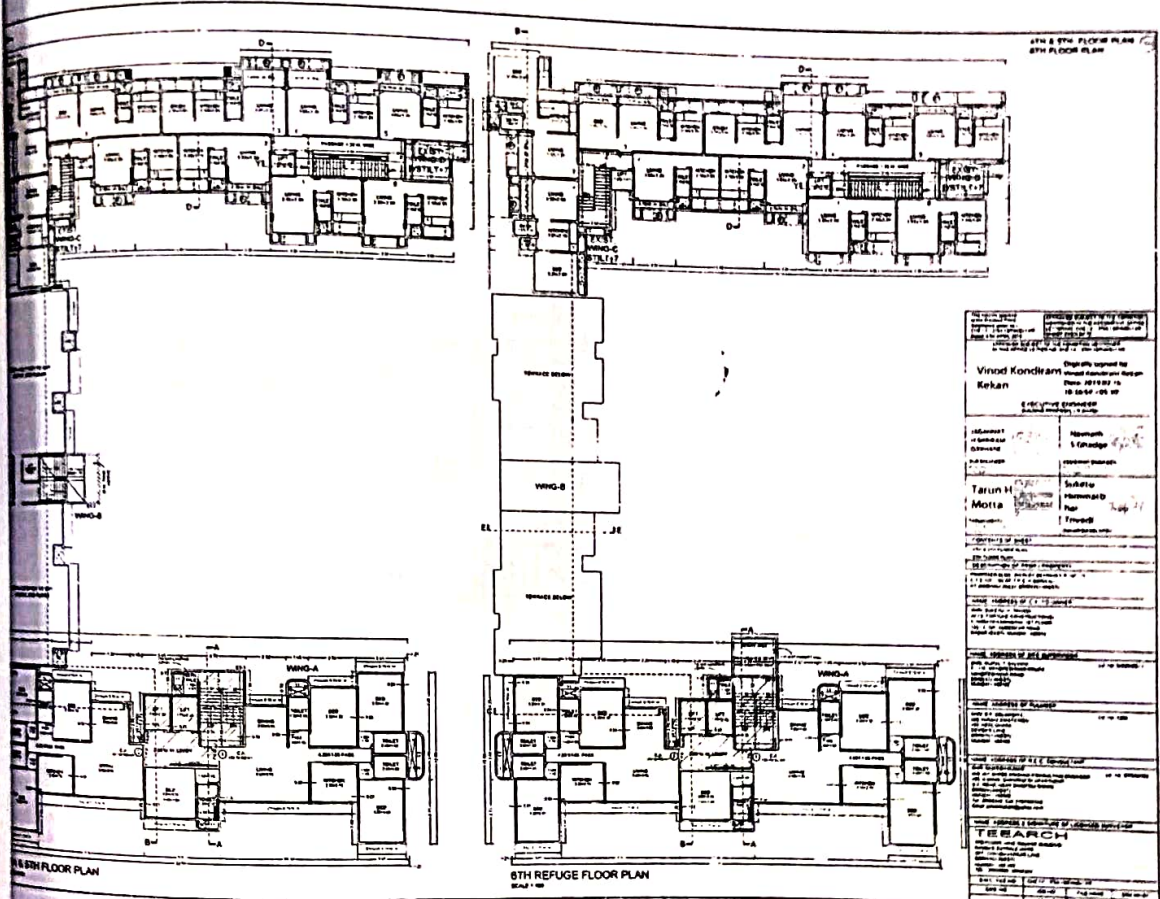
Handwritten notes and signatures:

U J-V

Handwritten signature: *[Signature]*

Handwritten signature: *[Signature]*

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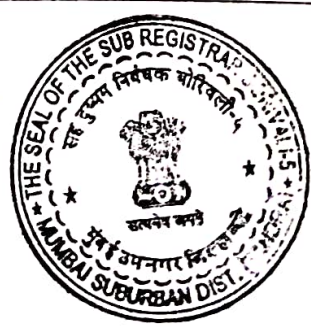
U J - V

U J - V

[Signature]

[Signature]

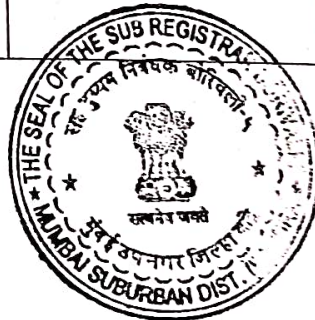
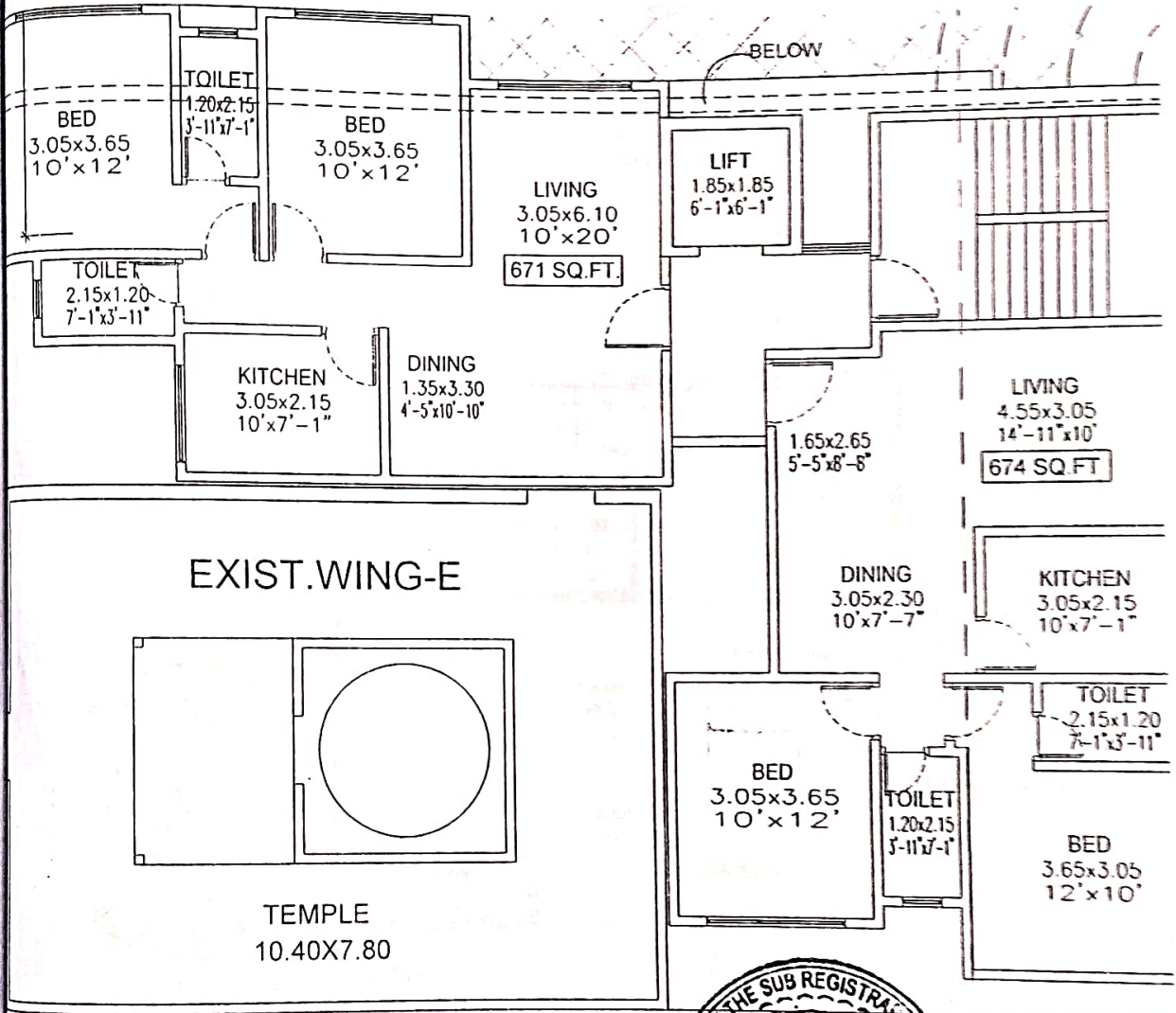
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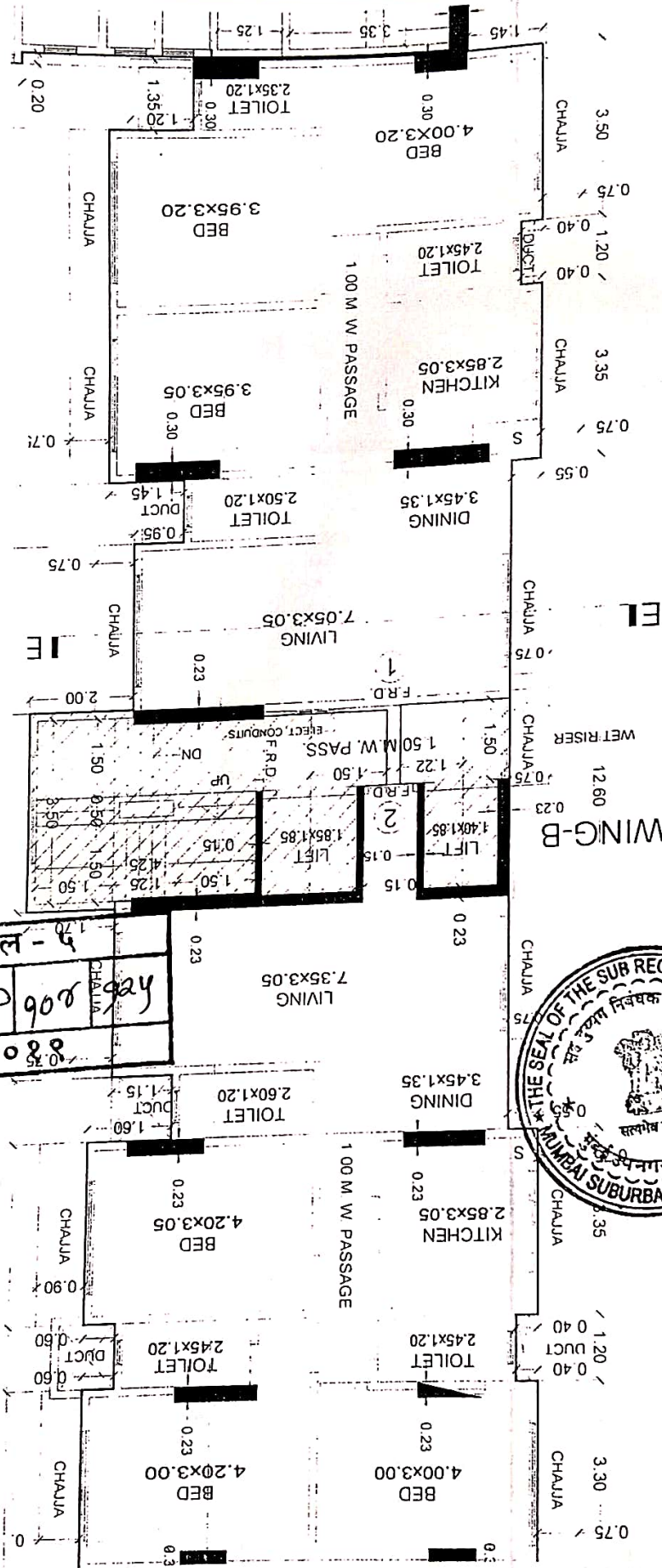
Annex II

Proposed Wing F



Handwritten signatures and initials, including "U.V.", "Bhaskar", and "S.M.", along with a large scribble.

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Handwritten signatures and initials at the bottom of the page, including a large signature and the initials 'S.M.S.' and 'V.L.D.'.



HERANBA

INDUSTRIES LIMITED

A Govt. Recognised • Export House

102, Kanchanganga, Factory Lane, Borivali (W), Mumbai - 400 092, INDIA. Tel. : 91-22-2898 7912 / 2898 7914, 6267 9999
22-2899 3948 Web : www.heranba.com CIN NO : U24231GJ1992PLC017315

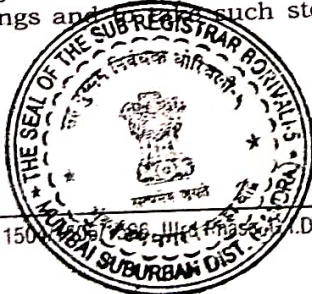
301, 3rd Floor, Soni Shopping Center, L. T. Road, Opp - Dwarka Hotel, Borivali (W), Mumbai-400 092, INDIA
22-62679999, 8987912/14 Fax : +91-22-28338445 / 28993948 Email : sales@heranba.com / intl_mktg@heranba.com

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF HERANBA INDUSTRIES LIMITED HELD ON MONDAY, 08TH JULY, 2019 AT THE CORPORATE OFFICE OF THE COMPANY SITUATED AT 101/102, KANCHANGANGA FACTORY LANE, NEAR M.K. HIGH SCHOOL, BORIVALI (WEST), MUMBAI- 400 092 AT 11.30 A.M.

"RESOLVED THAT pursuant to the applicable provisions of Companies Act, 2013, Consent of the board of directors of the company be and is hereby accorded to acquire by purchase or otherwise the premises being a flat/shop/office No. in the A-Wing ("**Said Premises**") in the proposed building to be constructed on land forming part of T.P. Scheme No.III, Final Plot No.75, of Borivali (CTS No.104 A of Village Kanheri) situate in the Registration Sub-District of Borivali, District of Mumbai Suburban and more particularly described in the First, Second and Third Schedule of Draft of the Agreement (A Copy of the Draft of Agreement initialled by the Chairman for the purpose of the identification and tabled before the Board and hereinafter referred to as the "**Said Agreement**") for business purpose on such terms and conditions as may be considered appropriate and in the best interest of the Company.

"RESOLVED FURTHER THAT the Draft of the Said Agreement to be entered into with (1) Prathamesh Sureshchandra Bhatt, (2) Umesh Jitendra Prasad Vyas, (3) Devang Sureshchandra Bhatt, (4) Jai Maheshchandra Bhatt, And (5) Bhushan Parimal Bhatt, And M/S. FORTUNE CONSTRUCTIONS in respect of the Said Premises, be and is hereby considered and approved.

"RESOLVED FURTHER THAT Mr. Sadashiv K Shetty, Chairman and/or Mr. Raghuram K Shetty, Managing Director of the Company be and is hereby severally authorised to negotiate and finalize the terms of such acquisition and to sign and execute the Said Agreement and any other papers, agreement, undertaking, declaration, documents, affidavit and writing incidental and ancillary thereto for and on behalf of the Company and to sign and execute such documents, papers and to do such acts, deeds, things and take such steps which he consider necessary in this regard".



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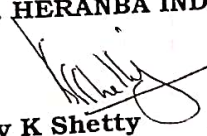
RESOLVED FURTHER THAT the common seal of the company, wherever required, be affixed herein for completion of aforesaid documentation.

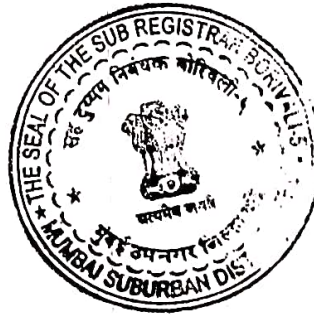
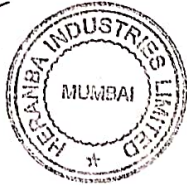
RESOLVED FURTHER THAT Mr. Sadashiv K Shetty, Chairman and/or Mr. Raghuram K Shetty, Managing Director of the Company be and is hereby severally authorised to appear before the office of the Sub Registrar of Assurance, Mumbai or any other appropriate office having jurisdiction - and to sign Said Agreement and other papers incidental thereto for and on behalf of the Company, and to lodge, produce any paper /document for registration of the Said Agreement and to collect and /receive the documents, papers, receipt for and on behalf the Company as may be required."

RESOLVED FURTHER THAT a copy of the resolution duly certified by Chairman, any director and/or Company Secretary be forwarded to the concerned entity/ies/ authority/ies for their records and information. "

CERTIFIED TRUE COPY

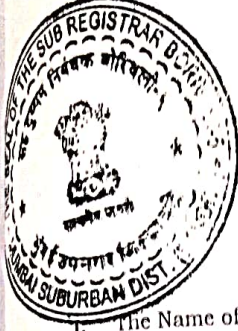
For M/s. **HERANBA INDUSTRIES LIMITED**


Sadashiv K Shetty
Chairman
00038681



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*New Set Of Memorandum Of Association Adopted By Company As Per Companies Act, 2013 Vide EOM
Dated 9th June, 2015.



THE COMPANIES ACT, 2013
(NO. 18 OF 2013)
MEMORANDUM OF ASSOCIATION
OF
HERANBA INDUSTRIES LIMITED
(Incorporated under Companies Act, 1956)
Company Limited by Shares
Indian Non-Government Company
Having share capital

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I. The Name of the Company is: - **HERANBA INDUSTRIES LIMITED.**

II. The Registered Office of the Company will be situated in the **STATE OF GUJRAT.**

III. (A) **THE OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:—**

- To carry on business as manufacturers, formulators, processors, producers makers, buyers, sellers, resellers, importers, exporters, distributors, suppliers, fermentators, distillers, refiners, stockists, agents, merchants of and dealers in chemicals, chemical compounds (organic and inorganic) in all forms (solid, liquid and gaseous) and of all kinds, heavy chemicals, acids, alkalies, tannin extracts solvents, dyestuffs, dyes, intermediates, colours, chemical auxiliaries, bio chemicals and its related preparations, articles and products.

(B) MATTERS WHICH ARE NECESSARY FOR FURTHERANCE OF THE OBJECTS SPECIFIED IN CLAUSE III (A) ARE:—

- To acquire real or leasehold estate and to purchase, lease or otherwise acquire or provide many place in which any part of the business of the company may from time to time be carried on, all such offices, warehouses, workshops, buildings, houses for employees and Directors, Machineries, Engines, plant and appliances as may be considered requisite for the purpose of carrying on the business of the company or any part thereof.
- To form, constitute, float, lend money to assist and control similar associations or undertakings whatsoever.
- To promote subsidies and assist companies, syndicates and partnerships of all kind in any manner as may be thought fit in connection with any or the above objects of the company.
- To hold use, work, manage, improve, carry on, develop the undertaking, lands and movable estate or property and assets of any kind of the company or any part thereof.

Originally the Company was incorporated as Private Limited as on 17-03-1992, was Converted Into Public Limited company and Changed its name From "Heranba Industrial Chemicals Private Limited" To "Heranba Industries Limited" W.e.f. 26-07-1996



12. To aid pecuniary or otherwise, any association, body or movement having similar object, the solution, settlements or labour problems or the promotion of industry or trade.
13. To acquire and undertake all or any part of the business property and liabilities of any persons, company carrying on or proposing to carry on any business which the company is authorised to carry on or possessed of property suitable for the purpose of the Company which can be capable of being conducted so as directly to benefit the Company and to subsidise or assist any such persons or company financially or otherwise.
14. To vest any moveable or immovable property rights or interests acquired by or belonging to the Company in any person or Company on behalf of or for the benefit of the Company and with or without any declared trust in favour of the Company.
15. To lend and advance money or give credit to such persons or companies and on such terms as may seem expedient and in particulars to customers and other having dealing with Company and guarantee the performance of any contract or obligation and the payments of money to any such persons or companies and generally to give guarantee and indemnities.
16. To guarantee the payment of money secured or unsecured by or payable under in respect of promissory notes, bonds, debentures, debenture-stock, contracts, mortgage charges, obligations, instruments of any person whatsoever, whether incorporated or not and generally to guarantee or become securities for the performance of any contracts or obligations.
17. To undertake and execute any trust, the undertaking of which may seem to the Company desirable either gratuitously or otherwise.
18. To carry on business or branch of a business which this Company is authorised to carry on by means or through the agency of any subsidiary or other companies and to enter in to any agreement with such subsidiary Company for taking the profits and bearing the loss at any business or branch so carried on, or for financing any such business or branch so guaranteeing its liabilities or to make any other arrangements which may seem desirable with reference to any business or branch so carried on including power at any time and either temporarily to close any such branch or business.

19. To pay all preliminary expenses of any company promoted by the Company or any company in which this Company is or may contemplate being interested including in such preliminary expenses all or any part of the cost and expenses of owners of any business or property acquired by the Company.

20. To establish, maintain, alter, amend, or to cause to be established, maintained, altered, amended, local registers in any country, state or place outside India and to establish, maintain, alter, amend, or to cause to be established, maintained, altered, amended, local registers in any branch places of business in any part of the world subject to law in force.



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21. To create any depreciation fund, reserve fund, sinking fund, insurance fund, educational fund or any other special fund or reserves whether for depreciation or for repairing improving, extending or maintaining any of the properties of the Company or for redemption of debentures or redeemable preference shares or for any other purposes conducive to the interest of the company.

22. Subject to the provisions of the Companies Act, 1956 to place to reserve or to distribute as dividends or bonus share among the members or otherwise to apply any money received by way of premium on shares or debentures issued at a premium by the Company and any money received in respect of dividends accrued on or arising from the sale of forfeited shares.

23. To establish, promote or concur in establishing or promoting and company or companies for the purpose of acquiring all or any of the properties, rights and liabilities of the Company or for any other purpose which may seem directly or indirectly, calculated to benefit the company and to place or guarantee the placing of subscribed for or otherwise acquired all or any part of the shares, business capable of being conducted so as directly or indirectly to benefit the Company.

24. To payout of the funds of the company all costs, charges and expenses of and incidental to the promotion, formation, registration and establishment of the Company and the issue of its capital including any undertaking or other commissions, broker's fees and charges in connection therewith and to remunerate (by cash or other assets or by the allotment of fully or partly paid up shares) or by a call or option on shares, debentures, debenture-stocks, or securities of this or any other or in any other manner whether out of the company's capital or profits or otherwise to any person or persons for services rendered in introducing any property or business to the company, in placing or assisting to place or guaranteeing the subscription of any shares, debentures, debenture-stock or other securities of the Company as the directors may think proper.

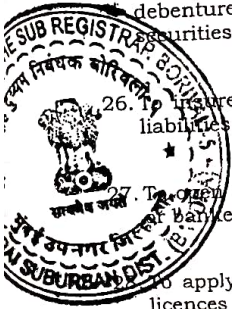
25. To draw, make, accept, endorse, discount, execute, issue, negotiate, assign and otherwise deal with cheques, drafts, bills of exchange, promissory notes, hundies, debenture, bounds, bills of landing, railway receipts, warrants and all other securities of the Company as the directors may think proper.

26. To insure with any other company or persons against losses, damages, risks and liabilities of all kinds, this may affect this Company.

27. To open account or accounts with any firm or Company or with any bank of banks or bankers or shroffs to pay into, withdraw money from such account or accounts.

To apply for, tender, purchase or otherwise acquire and contracts, sub-contracts, licences and concessions for or in relation to the objects or business herein mentioned or any of them and to undertake execute, carry out dispose of or otherwise turn to account the same.

29. To employ experts to investigate and examine into the conditions, prospects, value, character and circumstances of any business concerns and undertakings having similar objects and generally of any assets, property or rights.



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- 30. To take part in the management, supervision and control of the business or operation of any company or undertaking having similar objects and for that purpose to appoint and remunerate any directors, trustees, accounts or other experts.
- 31. Subject to the provisions of the Act, to pay for any properties, rights or privileges acquired by the Company either in shares of the Company or partly in shares and partly in cash or otherwise.
- 32. To amalgamate, enter into partnership or into any arrangement for sharing or pooling of profits, amalgamation, union of interest, cooperation, joint venture, reciprocal concession or otherwise with any person, firm or company carrying on or engaged in or about to carry on any business or transaction which may seem capable of being carried on or conducted so as, directly or indirectly to benefit the company.
- 33. To lend invest or otherwise employ or deal with money belonging to or entrusted to the Company insecurities and shares or other movable or immovable property or without security upon such terms and in such manner as may be thought proper from time to time, to vary such transactions and investment in such manner as the Directors may think fit subject to the provisions of the Companies Act, 2013.
- 34. To purchase or otherwise acquire, protect, prolong and renew any patents, right, inventions, licences, protections and concessions which may appear likely to be advantageous or useful to the Company and to use and turn to account the same and to grant licence or privileges in respect of the same.
- 35. To pay or satisfy the consideration for any property, right, shares, securities or assets whatsoever which the company is authorised to purchase, or otherwise acquire either by payment in cash or by the issue of shares, or other securities of the Company, or in such other manner as the Company may agree to partly in one mode and partly in another.
- 36. To search for and to purchase, protect, prolong, renew or otherwise acquire from any Government, state or authority any patents, protections, licences, concessions, grants, decrees, rights, powers and privileges whatsoever which may seem to the Company capable of being turned to account, to work develop, carry out, exercise and turn to account the same.
- 37. To furtherance of the aforesaid objects of the Company,

(a) To enter into negotiations with and enter into arrangements and contracts and conclude the same with foreign and/or Indian parties and other persons for gaining by grant, licence, and/or on other terms, formulate and other right and to obtain technical and engineering information assistance and technical know-how and expert advice for installation of plant and machinery, and manufacture of any products, and

To pay for technical know-how, technical and engineering assistance and information and/or service rights or privileges acquired by the Company either in shares of the Company or partly in cash or otherwise.



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45. To establish agencies in India and elsewhere for sale and purchase to regulate and discontinue the same subject to law in force.

46. Subject to the provisions of the Act, the Company shall have power to borrow any sum or sums of money for the purpose of the company on such terms and conditions and from such person or persons, forms, bank or any financial, industrial, institutions or any government or semi-government corporation as the company may deem fit.

IV. The liability of the member(s) is limited and this liability is limited to the amount unpaid, if any, on the shares held by them.

V. The Authorized Share Capital of the company is Rs. 45,00,00,000/- (Rupees Forty Five Crore Only) divided into 4,50,00,000 (Four Crore Fifty Lakh) Equity Shares of Rs. 10/- (Rupees Ten only) each with power to increase, modify and reduce the Capital of the Company and to divide the shares in the capital for the time being into several classes and to attach thereto respectively such preferential, deferred, qualified, or special rights, privileges or conditions as may determined under the provisions of the Companies Act 2013 or any other applicable Act(s), Rule(s) and Regulation(s).

*Authorised capital has been increased from Rs. 5,00,00,000/- (Rupees Five Crore Only) to Rs. 10,00,00,000/- (Rupees Ten Crore Only) vide special resolution passed on 24/04/2014.

**Reclassification of Authorised share capital into 1,00,00,000 Equity Shares of Rs.10/- each from 95,00,000 Equity Shares of Rs.10/- each and 50,000 12% Redeemable Preference Shares on 09/07/2018

***Authorised capital has been increased from Rs.10,00,00,000/- (Rupees Ten Crore Only) to Rs. 45,00,00,000 (Rupees Forty Five Crore Only) vide Special Resolution passed on 09/07/2018.



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१२२८०११४	१२५
२०१९	

We, The Several Persons, Whose Names And Addresses Are Subscribed, Are Desirous Of Being Formed Into A Company In Pursuance Of This Memorandum Of Association, And We Respectively Agree To Take The Number Of Shares In The Capital Of The Company Set Against Our Respective Names:-

Name, Address, Description & Occupation of each Subscriber	Number of Shares taken by each Subscriber	Signature of Subscriber	Name, Address, Description and Occupation of witness
HARSHAVADHAN CHURI S/o Vasudev Churi, Nirmal Apartment, Anand Nagar, Vapi Business	10 (Ten)	Sd/-	Sd/- A GOPALKRISHNAN S/O Ananthasivand-5, Sumit Shopping Centre, G.I.D.C., Vapi Chartered Accountant
MAHADEV NARAIN LIMBORE S/o Narain Gujarat Housing Board 40/891, G.I.D.C. Vapi Gujrat Business	10 (Ten)	Sd/-	
TOTAL	20 (Twenty)		

DATE: 06.02.1992

PLACE: Vapi



[Handwritten Signature]



बरेल - ५		
१२२५०	११४४	१२५
२०१९		

C o. N o. 04 - 17315

Fresh certificate of Incorporation consequent on

C H A N G E O F N A M E

In the OFFICE OF
THE REGISTRAR OF COMPANIES
GUJARAT,
DADRA AND NAGAR HAVELI.
[Under the Companies Act, 1956 (1 of 1956)]

IN THE MATTER OF

HERANBA INDUSTRIAL CHEMICALS LIMITED



I hereby certify that

HERANBA INDUSTRIAL CHEMICALS LIMITED

which was originally incorporated on 17/05/1992
under the Companies Act, 1956 and under the name

HERANBA INDUSTRIAL CHEMICALS PRIVATE LIMITED

बरेल - ५		
१२२०	११६	१२५
२०१९		

having duly passed the necessary resolution in terms of
Section 21/31/44 of the Companies Act, 1956, on 15/03/1998
and the approval of the Central Government signifies in writing,
having been accorded thereto by the Registrar of Companies,
Gujarat, vide his letter dated 26/07/1998 in terms of
Government of India, Ministry of Law, Justice, & Company Affairs,
(Department of Company Affairs) Notification No. GSR 507(E)
dated 21/06-1985 the name of the said Company is this day changed to

HERANBA INDUSTRIES LIMITED

and this certificate is issued pursuant to section 23(1)
of the said Act.

Given under my hand at AHMEDABAD

Dated this 26/07/1998



(S. K. SAHA)

REGISTRAR OF COMPANIES, GUJ

DADRA & NAGAR HAVELI.





प्रास० भाई० आर०

FORM I, R.

CERTIFICATE OF INCORPORATION

निगमन का प्रमाण-पत्र



ता.....का स..... बरल - ५
 No. ०५-17315 199... 1-92...
 9200 990 924
 प्रमाणित करता हू कि आज २०१९

कंपनी अधिनियम (1956 का 1) के अधीन निगमित की गई है और यह कंपनी परिसीमित है।

I hereby certify that HERANEA INDUSTRIAL
CHEMICALS PRIVATE LIMITED

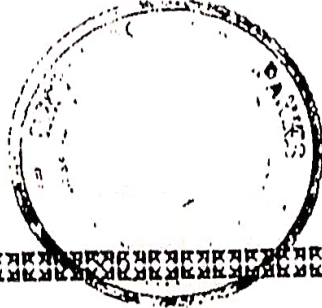
is this day incorporated under the Companies Act, 1956
(No. 1 of 1956) and that the Company is Limited.

मेरे हस्ताक्षर से आज ता. _____ के दिया गया।

Given under my hand at AHMEDABAD

this SEVENTEENTH day of MARCH

one thousand nine hundred and ninety TWO.



Narandor
Kumar Bhola

(S. K. RAVI)

Registrar of Companies
GUJARAT,
Dadra & Nagar Haveli



[Handwritten Signature]

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

RAGHURAM KANYAN SHETTY

KANYAN PAKERA SHETTY

25/03/1959

Permanent Account Number
AMWPS0596B

Signature



20012012

बल - ५		
१२६०	११६	१२५
२०१९		

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

HERANBA INDUSTRIES LIMITED

17/03/1992

AAACH3787Q





गावाचे नाव : बोरीवली

बाजाराचा प्रकार

वसरांनागा

(2)

अदला

25575000

बाजारभाव(भाडेपट्ट्याच्या

भाडेपट्टाकार आकारणी देतो की

दर ते नगद करावे)

24799813

भूमापन, पोटहिस्सा व घरक्रमांक

(व्यास)

1) पालिकेचे नाव: मुंबई मगपा इतर वर्णन : सदनिका नं: ऑफिस नं 202, माळा नं: दुसरा मजला, विंग ए, इमारतीचे नाव: फॉर्च्युन अविराही, ब्लॉक नं: भट्टवाडी, जांभळी गल्ली, रोड नं: बोरीवली पश्चिम मुंबई 400092 (C.T.S. Number : 104A ;)

क्षेत्रफळ

1) 155.29 चौ.मीटर

कारणी किंवा जुडी देण्यात आसेल

दस्तऐवज करून देणा-या/लिहून

या पक्षकाराचे नाव किंवा दिवाणी

न्यायालयाचा हुकुमनामा किंवा आदेश

व्यास, प्रतिवादिचे नाव व पत्ता.

1): नाव:-प्रथमेश सुरेशचंद्र भट्ट वय:-51; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: भट्टवाडी, ब्लॉक नं: जांभळी गल्ली, रोड नं: बोरीवली पश्चिम मुंबई, महाराष्ट्र, मुंबई. पिन कोड:-400092 पॅन नं:-AFAPB1742H

2): नाव:-देवांग सुरेशचंद्र भट्ट वय:-46; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: भट्टवाडी, ब्लॉक नं: जांभळी गल्ली, रोड नं: बोरीवली पश्चिम मुंबई, महाराष्ट्र, मुंबई. पिन कोड:-400092 पॅन नं:-ATYPB5761C

3): नाव:-उमेश जितेंद्र प्रसाद व्यास वय:-49; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: भट्टवाडी, ब्लॉक नं: जांभळी गल्ली, रोड नं: बोरीवली पश्चिम मुंबई, महाराष्ट्र, मुंबई. पिन कोड:-400092 पॅन नं:-AAHPV6117E

4): नाव:-जय महेशचंद्र भट्ट वय:-42; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: भट्टवाडी, ब्लॉक नं: जांभळी गल्ली, रोड नं: बोरीवली पश्चिम मुंबई, महाराष्ट्र, मुंबई. पिन कोड:-400092 पॅन नं:-AAOPB9293L

5): नाव:-भुषण परिमल भट्ट वय:-38; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: भट्टवाडी, ब्लॉक नं: जांभळी गल्ली, रोड नं: बोरीवली पश्चिम मुंबई, महाराष्ट्र, मुंबई. पिन कोड:-400092 पॅन नं:-ARXPB8677N

6): नाव:-मान्यता देणार फॉर्च्युन कन्स्ट्रक्शन्स चे भागीदार सुकेतु त्रिवेदी वय:-59; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: नारायण मेन्शन, ब्लॉक नं: 166 ए, डॉ आंबेडकर रोड, रोड नं: दादर पूर्व मुंबई, महाराष्ट्र, मुंबई. पिन कोड:-400014 पॅन नं:-AABFF2122M

7): नाव:-मान्यता देणार फॉर्च्युन कन्स्ट्रक्शन्स चे भागीदार विरेंद्र मणिलाल शाह वय:-58; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: नारायण मेन्शन, ब्लॉक नं: 166 ए, डॉ आंबेडकर रोड, रोड नं: दादर पूर्व मुंबई, महाराष्ट्र, मुंबई. पिन कोड:-400014 पॅन नं:-AABFF2122M



दस्तऐवज करून घेणा-या पक्षकाराचे

किंवा दिवाणी न्यायालयाचा हुकुमनामा

या आदेश असल्यास, प्रतिवादिचे नाव व

पत्ता

1): नाव:-हेरंब इंडस्ट्रीज लिमिटेड चे संचालक रघुराम के शेटी वय:-60; पत्ता:-प्लॉट नं: ऑफिस 101/102, माळा नं: -, इमारतीचे नाव: कांचनगंगा, ब्लॉक नं: फॅक्टरी लेन, रोड नं: बोरीवली पश्चिम मुंबई, महाराष्ट्र, मुंबई. पिन कोड:-400092 पॅन नं:-AAACH3787Q

दस्तऐवज करून दिल्याचा दिनांक

16/10/2019

दस्त नोंदणी केल्याचा दिनांक

16/10/2019

1) अनुक्रमांक, खंड व पृष्ठ

12980/2019

2) बाजारभावाप्रमाणे मुद्रांक शुल्क

1535000

3) बाजारभावाप्रमाणे नोंदणी शुल्क

30000

1) शेरा

खरी प्रत



सह दुय्यम निबंधक, बोरीवली क्र. ५,

मुंबई उपनगर जिल्हा.