

513/10238

पावती

Original/Duplicate

Tuesday, June 11, 2024

नोंदणी क्र.: 39म

5:38 PM

Regn.: 39M

पावती क्र.: 10848 दिनांक: 11/06/2024

गावाचे नाव: बांदिवली

दस्तावेजाचा अनुक्रमांक: बदर17-10238-2024

दस्तावेजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: इब्राहिम कयुम

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1600.00

पृष्ठांची संख्या: 80

एकूण:

रु. 31600.00

आपणाम मूळ दस्त, थंबनेल प्रिंट, मूची-२ अंदाजे  
5:57 PM ह्या वेळेस मिळेल.

मह. दु. नि. का. अधेरी-6

वाजार मूल्य: रु. 17230750.68 /-

मोबदला रु. 38109384/-

भरलेले मुद्रांक शुल्क: रु. 2287000/-

पह. पुढील निवडक, अधेरी-६,  
मुंबई उपनगर मिल्का

1) देयकाचा प्रकार: DHC रकम: रु. 1600/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0624116309981 दिनांक: 11/06/2024

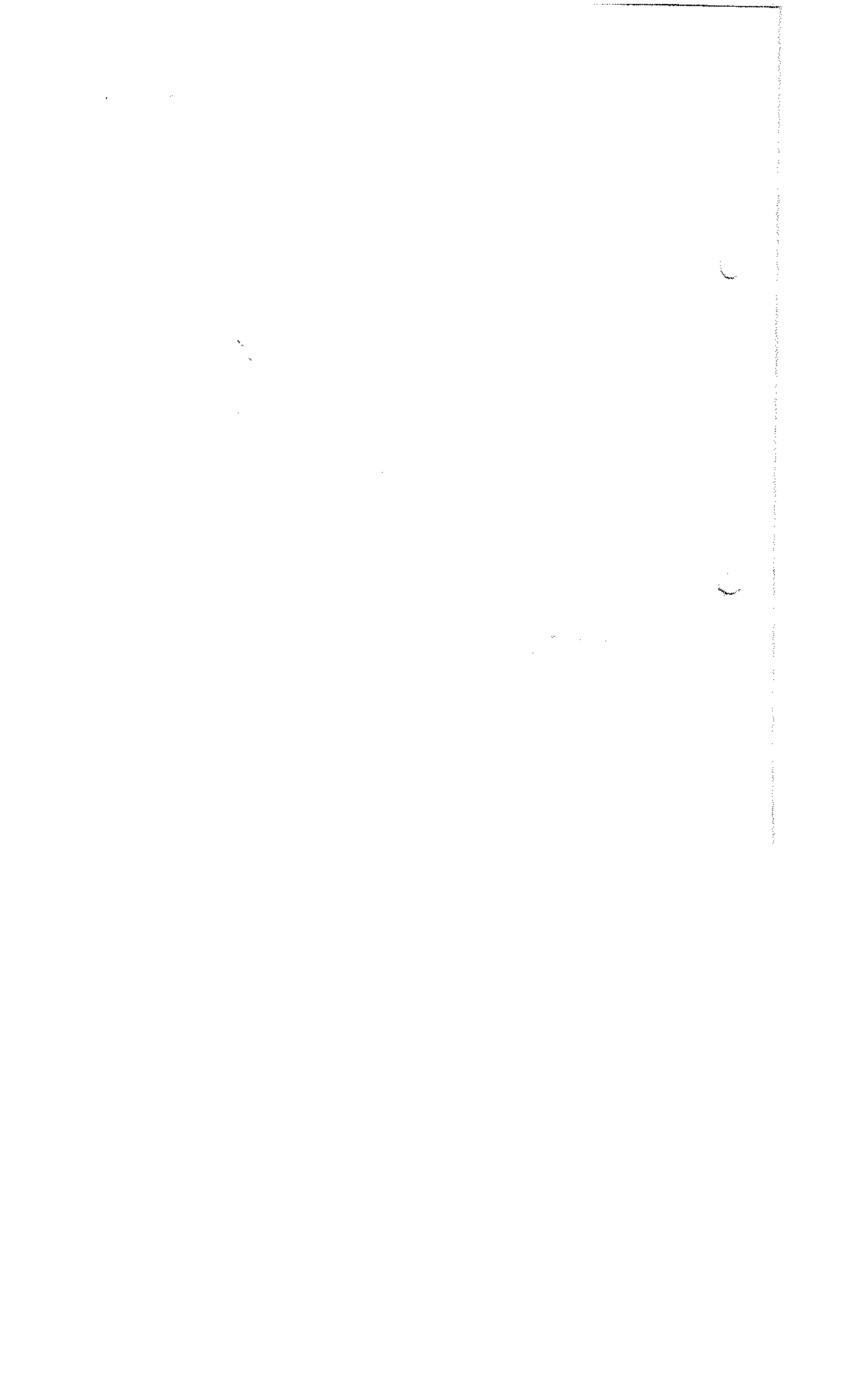
बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रकम: रु. 30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH003193774202425E दिनांक: 11/06/2024

बँकेचे नाव व पत्ता:

REGISTERED DOCUMENT  
DELIVERED 13/6/2024





11/06/2024

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. अंधेरी 6

दस्त क्रमांक : 10238/2024

नोंदणी :

Regn:63m

## गावाचे नाव : बांदिवली

(1)विलेखाचा प्रकार	करारनामा
(2)मोबदला	38109384
(3) बाजारभाव(भाडेपट्ट्याच्या वावतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	17230750.68
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(अमल्याम)	1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :सदनिका नं: 104, माळा नं: 1ला मजला, इमारतीचे नाव: टॉवर-मी विंग टॉवर-मी लोढा पटेल ईस्टेट, ब्लॉक नं: लोढा पटेल ईस्टेट महादेव मंदिर जवळ,, रोड : अंबोली पोलीस स्टेशन ऑफ डब्ल्यूईएच मुंबई, इतर माहिती: मोबन दोन कार पार्किंग( ( C.T.S. Number : 216/A व दस्तात नमुद केल्याप्रमाणे ; ) )
(5) क्षेत्रफळ	1) 105.63 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्याम,प्रतिवादिचे व पत्ता.	1): नाव:-मॅक्रोटिक डेव्हलपर्स लि.तर्फे कु.मु. सुरेन्द्रन नायर तर्फे कु.मु. श्रीकांत कांबळे वय:-44; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 412 4था मजला 17जी वर्धमान चेंबर, कावमजी पटेल रोड हॉर्निमन सर्कल फोर्ट, मुंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुंबई. पिन कोड:-400001 पॅन नं:-AAACL1490J
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्याम,प्रतिवादिचे नाव व पत्ता	1): नाव:-इब्राहिम कयुम वय:-39; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: वॉर्ड क्रमांक-5, मोहल्ला काजियान, फतेहपूर, सीकर, राजस्थान, सीकर, ब्लॉक नं: -, रोड नं: -, राजस्थान, सीकर. पिन कोड:-332301 पॅन नं:-AEWPI4681P
(9) दस्तऐवज करून दिल्याचा दिनांक	11/06/2024
(10)दस्त नोंदणी केल्याचा दिनांक	11/06/2024
(11)अनुक्रमांक,खंड व पृष्ठ	10238/2024
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	2287000
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	



मुल्यांकनामाठी विचारात घेतलेला तपशील:-

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



*[Signature]*  
 सह. दुय्यम निबंधक, अंधेरी - 6  
 मुंबई उपनगर जिल्हा.

Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	Macrotech Developers Limited	eChallan	02003942024061000799	MH003193774202425E	2287000.00	SD	0001862892202425	11/06/2024
2		DHC		0624116309981	1600	RF	0624116309981D	11/06/2024
3	Macrotech Developers Limited	eChallan		MH003193774202425E	30000	RF	0001862892202425	11/06/2024

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

मूल्यांकन पत्रक ( शहरी क्षेत्र - बांधीव )

Valuation ID

202406118075

11 June 2024,04:32:10 PM

मूल्यांकनाचे वर्ष 2024  
जिल्हा मुंबई (उपनगर)  
मूल्य विभाग 51-बांधीवली ( अंधेरी )  
उप मूल्य विभाग भूभाग: लोढा या प्रकल्पाखालील मिळकती.  
सर्व्हे नंबर /A, भू क्रमांक : सि.टी.एस. नंबर# 116

वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.

खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	मोजगापनाचे एकक
54470	140010	161010	180000	140010	चौरस मीटर

बांधीव क्षेत्राची माहिती

बांधकाम क्षेत्र (Built Up)	116.193 चौरस मीटर	मिळकतीचा वापर	निवासी सदनिका	मिळकतीचा प्रकार	बांधीव
बांधकामाचे वर्गीकरण	1-आर सी सी	मिळकतीचे वय	0.10 वर्षे	बांधकामाचा दर	Rs.30250/-
उद्भवान सुविधा	आहे	मजला	1st floor To 3th floor	कार्पेट क्षेत्र	105.63 चौरस मीटर

रस्ता सगुख

Sale Type - First Sale

Sale/Resale of built up Property constructed after circular dt.02/01/2018

मजला निहाय घट/वाढ

100% apply to rate - Rs.140010/-

घसा: यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर

((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) \* घसा: यानुसार एककेवारी) / खुल्या जमिनीचा दर

(( (140010/54470) \* (100 / 100) ) / 54470 )

Rs.140010/-

A) मुख्य मिळकतीचे मूल्य

वरील प्रमाणे मूल्य दर \* मिळकतीचे क्षेत्र

140010 \* 116.193

Rs.16268181.93/-

E) बंदिरा वाहन तळाचे क्षेत्र

27.5 चौरस मीटर

बंदिरा वाहन तळाचे मूल्य

27.5 \* ( 140010 \* 25/100 )

Rs.962568.75/-

Applicable Rules

10,1,16

एकत्रित अंतिम मूल्य

मुख्य मिळकतीचे मूल्य + चक्रघराचे मूल्य + मेट्रो-गार्डन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + बंदिरा वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती गोवतीच्या खुल्या जागेचे मूल्य + बंदिरा बालकनी + मॅकेनिकल वाहन तळ

A + B + C + D + E + F + G + H + I + J

16268181.93 + 0 + 0 + 0 + 962568.75 + 0 + 0 + 0 + 0 + 0

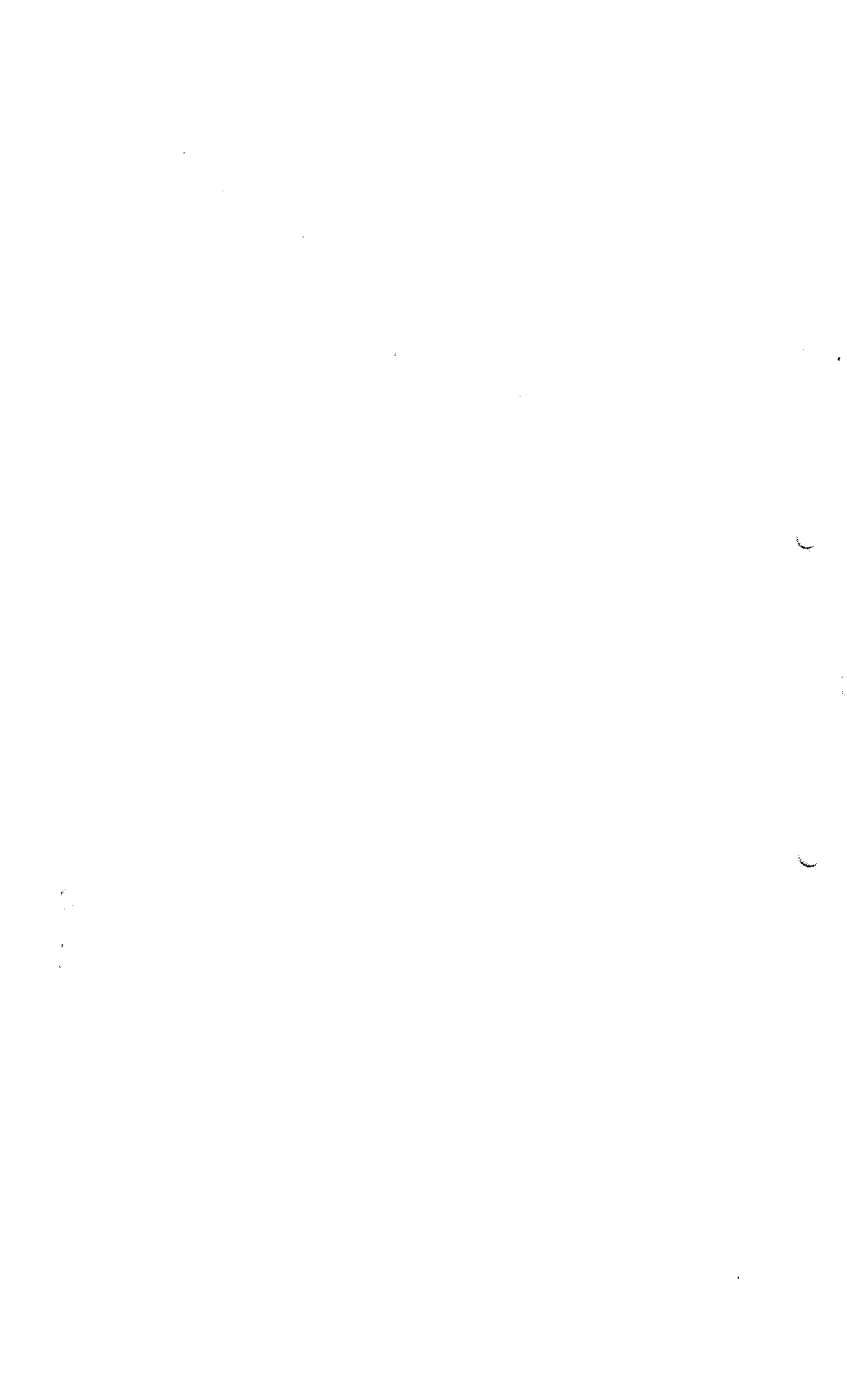
Rs.17230750.68/-

Home

Print

बदर - १७/  
90234 9 10  
२०२४







CHALLAN  
MTR Form Number-6



GRN	MH003193774202425E	BARCODE			Date	07/06/2024-14:03:46	Form ID	25.2						
Department				Inspector General Of Registration										
Type of Payment				Stamp Duty Registration Fee										
Office Name				BDR17__JT SUB REGISTRAR ANDHERI 6										
Location				MUMBAI										
Year				2024-2025 One Time										
Account Head Details			Amount In Rs.		Premises/Building									
0030045501 Stamp Duty			2287000.00		Road/Street									
0030063301 Registration Fee			30000.00		Area/Locality									
					Town/City/District									
					PIN									
					Remarks (If Any)									
					PAN2=AEWPI4681P~SecondPartyName=IBRAHIM									
					KAYUM-CA=38109384									
					Amount In									
					Twenty Three Lakh Seventeen Thousand Rupees Only									
Total			23,17,000.00		Words									
Payment Details				BANK OF BARODA										
Cheque-DD Details				FOR USE IN RECEIVING BANK										
				Bank CIN		Ref. No.		02003942024061000799	1389398276					
Cheque/DD No.				Bank Date		RBI Date		07/06/2024-14:03:46	Not Verified with RBI					
Name of Bank				Bank-Branch		BANK OF BARODA								
Name of Branch				Scroll No. , Date		1 , 11/06/2024								
Department ID : NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered documents. सदर चतान केवल दृश्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तावेजांसाठीच वैध आहे. नोंदणी न करावयाच्या दस्तावेजांसाठी सदर चतान वैध नाही.														
Challan Defaced Details <table border="1" style="float: right; margin-top: 10px;"> <tr> <td colspan="2">बंद नं. १०१</td> </tr> <tr> <td>१०२३६</td> <td>२६०</td> </tr> <tr> <td colspan="2">२०२४</td> </tr> </table>									बंद नं. १०१		१०२३६	२६०	२०२४	
बंद नं. १०१														
१०२३६	२६०													
२०२४														
Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount									
1	(iS)-513-10238	0001862892202425	11/06/2024-17:38:04	IGR554	30000.00									
2	(iS)-513-10238	0001862892202425	11/06/2024-17:38:04	IGR554	2287000.00									
Total Defacement Amount					23,17,000.00									







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

**Receipt of Document Handling Charges**

PRN 0624116309981

Receipt Date 11/06/2024

Received from MDL, Mobile number 0000000000, an amount of Rs.1600/-, towards Document Handling Charges for the Document to be registered on Document No. 10238 dated 11/06/2024 at the Sub Registrar office Joint S.R. Andheri 6 of the District Mumbai Sub-urban District.

DEFACED

₹ 1600

DEFACED

**Payment Details**

Bank Name IBKL

Payment Date 11/06/2024

Bank CIN 10004152024061109463

REF No. 2908854864

Deface No 0624116309981D

Deface Date 11/06/2024

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

बदर - १७/		
१०२३८	३	८०
२०२४		







CHALLAN  
MTR Form Number-6



GRN	MH003193774202425E	BARCODE			Date	07/06/2024-14:03:46	Form ID	25.2	
Department				Inspector General Of Registration					
Type of Payment				Stamp Duty Registration Fee					
Office Name				BDR17_JT SUB REGISTRAR ANDHERI 6					
Location				MUMBAI					
Year				2024-2025 One Time					
Account Head Details				Amount In Rs.		Premises/Building			
0030045501 Stamp Duty				2287000.00		Road/Street			
0030063301 Registration Fee				30000.00		Area/Locality			
						Town/City/District			
						PIN			
						4 0 0 1 0 2			
				Remarks (If Any)					
				PAN2=AEWPI4681P~SecondPartyName=IBRAHIM					
				KAYUM~CA=38109384					
						Amount In			
						Twenty Three Lakh Seventeen Thousand Rupees Only			
Total				23,17,000.00		Words			
Payment Details				BANK OF BARODA					
Cheque-DD Details				FOR USE IN RECEIVING BANK					
				Bank CIN		Ref. No.		02003942024061000799 1389398276	
Cheque/DD No.				Bank Date		RBI Date		10/06/2024-15:29:13 Not Verified with RBI	
Name of Bank				Bank-Branch		BANK OF BARODA			
Name of Branch				Scroll No. , Date		Not Verified with Scroll			

Department ID :

Mobile No. : 7073359859

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

सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

बदर - १७/  
१०२३६ ४६०  
२०२४





बदर - १७/		
90236	4	10
२०२४		



**AGREEMENT TO SELL**

THIS AGREEMENT TO SELL is made at Mumbai this <sup>th</sup> 11 day of June, 2024

BETWEEN:

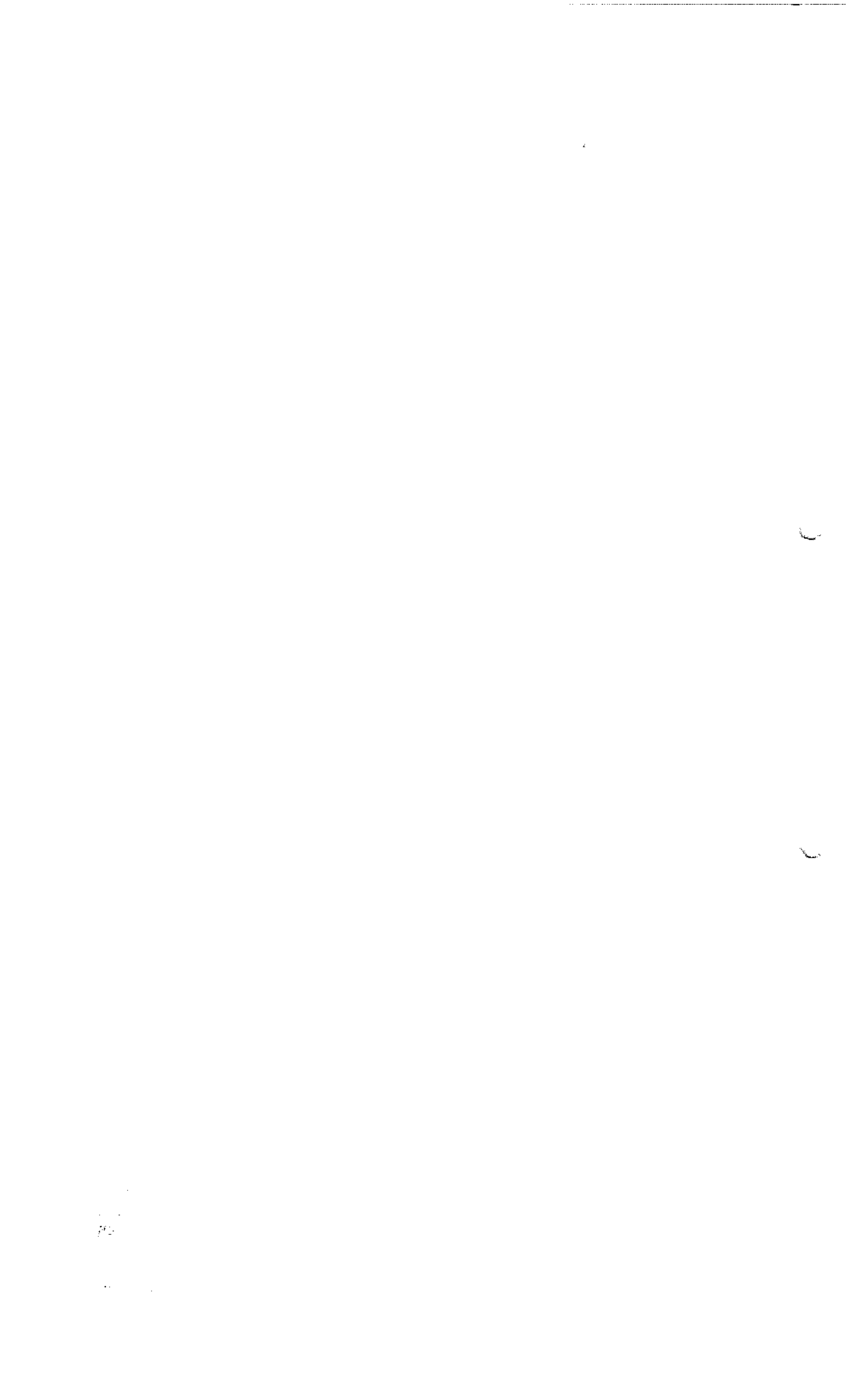
**MACROTECH DEVELOPERS LIMITED**, a company incorporated and registered under the Companies Act 1956, having its registered office at 412, Floor- 4, 17G Vardhaman Chamber, Cawasji Patel Road, Horniman Circle, Mumbai Fort -400001,, hereinafter referred to as "**THE COMPANY**" (which expression shall, 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

**IBRAHIM KAYUM** residing / having its address at **WARD NO-5, MOHALLA KAJIYAN, FATEHPUR, SIKAR, RAJASTHAN, Sikar 332301 Rajasthan India** and assessed to income tax under permanent account number (PAN) **AEWPI4681P** hereinafter referred to as the "**PURCHASER**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include (a) in case of an Individual, such individual's heirs, executors, administrators and assigns; (b) in case of a partnership firm, its partners for the time being, the survivors or the last survivor of them and legal heirs, executors, administrators or the permitted assigns of such last survivor of them; and (c) In case of a company or a body corporate or juristic entity, its successors and permitted assigns) of the **Other Part**.

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



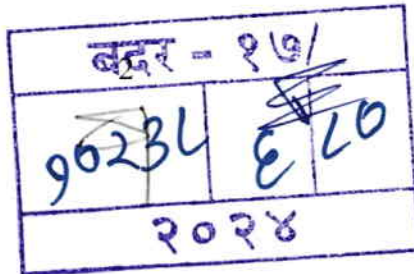
**WHEREAS:**

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

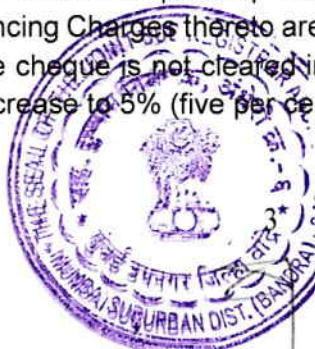
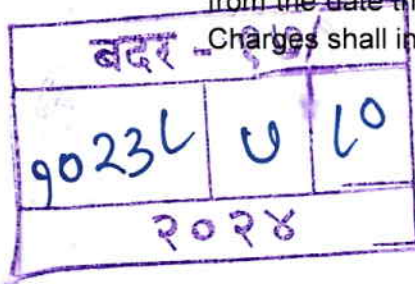
**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. **DEFINITIONS –**

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

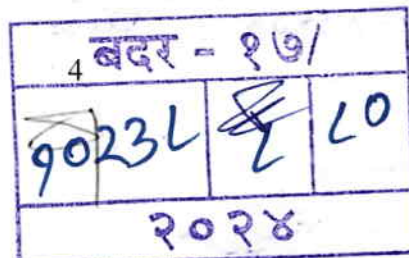


- 1.5. "Attorney" shall have the meaning ascribed to it in Clause 11.4.2(b) below.
- 1.6. "Authority" shall mean (i) any nation or government or any province, state or any other political subdivision thereof; (ii) any entity, authority or body exercising executive, legislative, judicial, regulatory or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

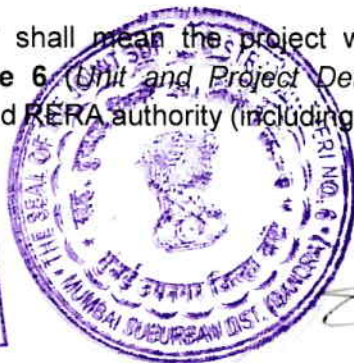
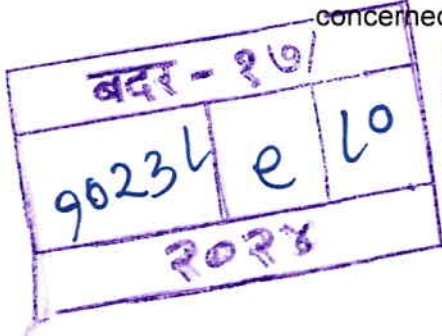




- 1.17. "**Club**" shall mean any recreation facility constructed for the use of the purchasers of units in the Project or the Larger Property.
- 1.18. "**Common Areas and Amenities**" shall mean the common areas and amenities as are available to and /or in respect of the Building/ Larger Property, as 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 7.1 below.
- 1.38. "**Maintenance Related Amounts**" shall include the amounts collected by the Company to be utilized towards the management of the affairs of the Building and/or the Larger Property including but not limited to BCAM Charges, Property Tax and Building Protection Deposit. An indicative list of Maintenance Related Amounts is at **Annexure 6A**.
- 1.39. "**Net Area**" shall mean the aggregate of the Carpet Area and the EBVT Area.
- 1.40. "**OC**" shall have the meaning ascribed to it in Clause 10.3 below.
- 1.41. "**Possession Demand Letter**" shall have the meaning ascribed to it in Clause 10.2 below.
- 1.42. "**Project**" shall mean the project with RERA registration number as stated in **Annexure 6** (*Unit and Project Details*) and with details as available with the concerned RERA authority (including current and proposed parts of the project). The



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

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

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

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

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

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

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

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

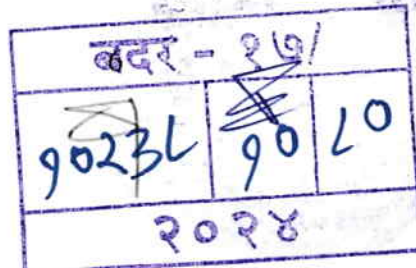
1.46. "**Other Charges**" shall include all expenses shall include all expenses related to government, utility and infrastructure charges, more particularly stated in **Annexure 6A**.

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

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

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

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



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

- 1.51. "**Taxes**" shall mean and include Direct Tax and Indirect Tax.
- 1.52. "**Transfer**" shall mean the sale, transfer, assignment, directly or indirectly, to any third party of:
- the Unit or any part of the right, title or interest therein; and, or,
  - the benefit of this Agreement; and, or,
  - 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;
  - in case the Purchaser is a partnership firm or limited liability partnership, the change in constitution thereof.

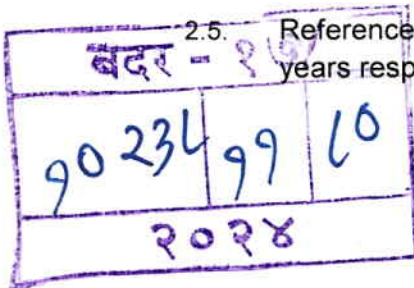
The term "Transfer" shall be construed liberally. It is however, clarified that Transfer in favour of: (i) a Relative (as defined under the Companies Act, 2013); or (ii) a holding/subsidiary company (subject to Sub-Clause (c)(ii) above) shall not constitute a Transfer of the Unit.

- 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.

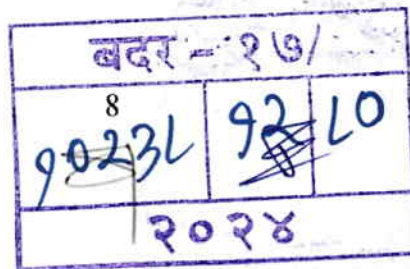
## **RULES FOR INTERPRETATION**

- 2.1. All references in this Agreement to statutory provisions shall be construed as meaning and including references to:
- Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
  - All statutory instruments or orders made pursuant to a statutory provision; and
  - 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 -

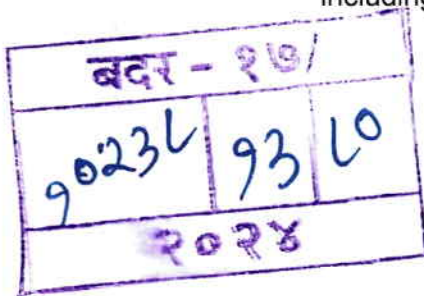
- 3.1. The Purchaser hereby declares and confirms that prior to the execution of this Agreement: (i) the Company has made full and complete disclosure of its title to Larger Property; (ii) the Purchaser has taken inspection of all the relevant documents; and (iii) the Purchaser has, in relation to the 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).

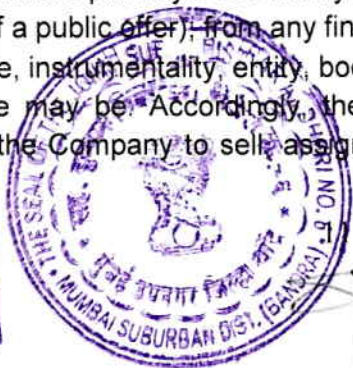
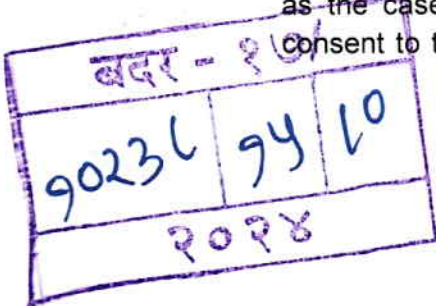
**5. CONSTRUCTION AND DEVELOPMENT**



- 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

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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

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- 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**").

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

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

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

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

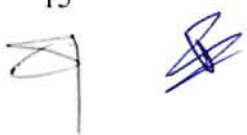
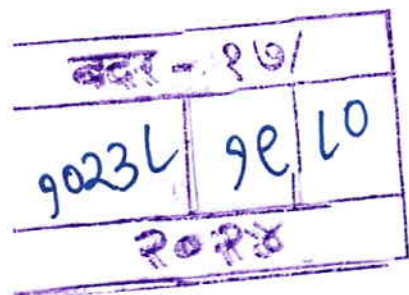
11.2.3. Prolonged Stoppage in Construction: In the event the construction of the wing or floor of the Building in which the Unit is located has been stopped for a period of more than 1 (one) year, the Company shall have the option to terminate this Agreement.

**Purchaser's Right to Terminate:**

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

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

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



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

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

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

#### 11.4.2. Cancellation Deed

- (a) Upon termination, the Purchaser shall execute a cancellation deed in the format specified by the Company ("**Cancellation Deed**") and such other documents as may be required for cancellation of the Units and be required to register the same as per the timelines specified by the Company and undertake all actions as may be required to give effect to this provision.
- (b) To give effect to this provision of Clause 11.4.2(a) above, the Purchaser hereby irrevocably nominates, constitutes and appoints Mr. Surendran Nair, Mr. Rahul Wandeekar 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

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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.

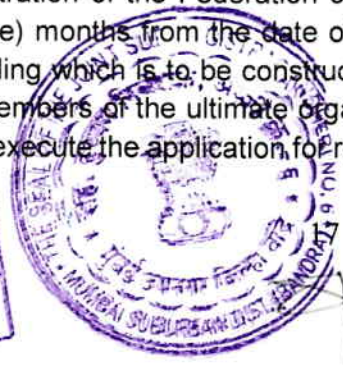
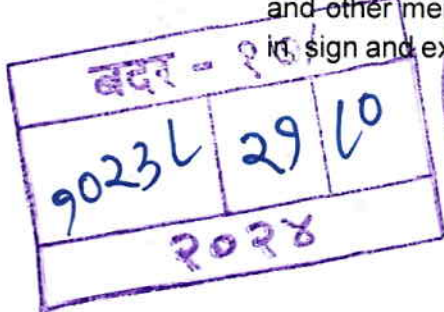
13. **SET OFF / ADJUSTMENT**

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.

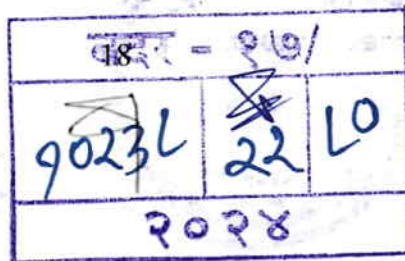
14.2. Where the Project consists of more than one building, separate ultimate organizations may be formed in respect of each building. The Company will apply for the registration of the Federation consisting of all such ultimate organizations within 3(three) months from the date of receipt of the full 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



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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**

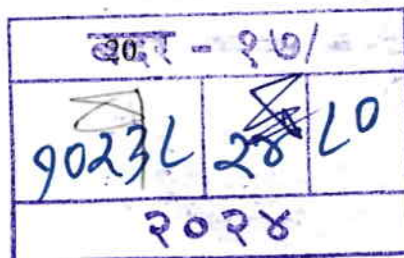
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- 15.5. The costs related to the upkeep and maintenance of the Building / Project / Larger Property shall be to the account of and jointly borne by the relevant unit purchasers proportionate to the Net Area of each unit and shall be payable as the 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

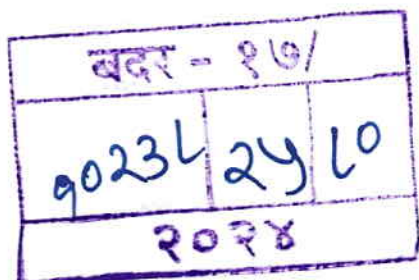


of the Building by the Company to the Ultimate Organization and the FCAM charges shall be provided at the time of handover of operations of the common areas outside the Building by the Company to the Federation. The Company shall get the expense details audited by an auditor who has conducted statutory 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**

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- 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

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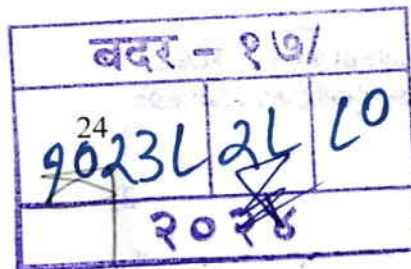
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Company and shall not constitute a waiver of the same by the Company, unless specifically provided by the Company in writing.

20. **PURCHASER'S COVENANTS**

20.1. The Purchaser, for himself and with the intention to bring all persons into whosoever hands the Unit may come, hereby covenants and undertakes:

- a. To maintain the Unit at the Purchaser's own cost in good tenable 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, Partis 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 tenable 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.



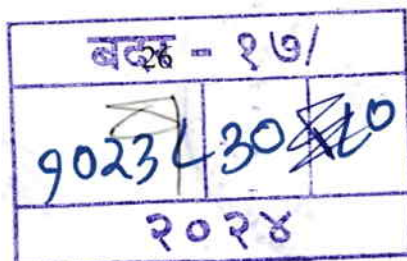
- d. In the event 'Piped Gas Connection' is indicated as an amenity to be provided within the Unit/building, the Purchaser acknowledges and agrees that such connection will be provided by a third party service provider. As third party service providers generally provide for piped gas connections and 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 refurbishing / 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.

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- 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

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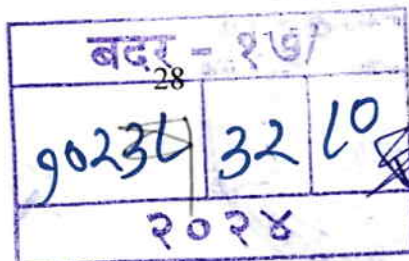


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the Ultimate Organization to agree and ratify that the Company has) the absolute, unconditional and irrevocable right to sell, transfer, lease, encumber and, or, create any right, title or interest in the unsold units, without any consent/no-objection, 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

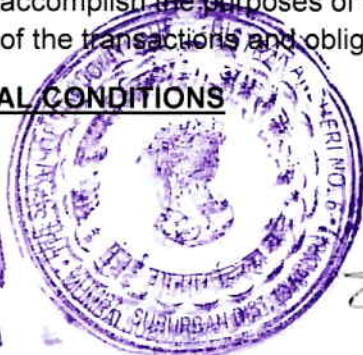


approvals / permissions as may be required by the concerned Authorities from time to time.

- 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**



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

22. **MISCELLANEOUS**

22.1. Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in Applicable Law of the Building, Project or Larger Property or any part thereof.

22.2. All notices to be served on the Company and/or the Purchaser shall be deemed to have been duly served if sent by Registered Post A.D. / Under Certification of Posting / standard mail or courier at the address set out at **Annexure 6 (Unit and Project Details)**. Electronic communication (e.g. email) shall not be deemed to be valid form of communication, save and except in case of intimation of demand for payment installment being due and receipt for payment thereto.

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

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

23. **DISPUTE RESOLUTION AND GOVERNING LAW**

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

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

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

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

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

24. **SEVERABILITY**

24.1. If at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under Applicable Law that shall not affect or impair the



legality, validity or enforceability of any other provision of this Agreement and all other provisions of the Agreement shall survive.

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

25. **WAIVER**

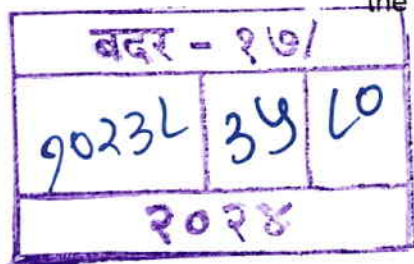
- 25.1. Any delay tolerated or indulgence shown by the Company in enforcing any of the terms of this Agreement or any forbearance or extension of time for payment of instalment to the Purchaser by the Company shall not be construed as waiver on the part of the Company of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor the same shall in any manner prejudice or affect the rights of the Company.

26. **ENTIRE AGREEMENT**

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

27. **CONFIDENTIALITY**

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



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**Annexure 1**

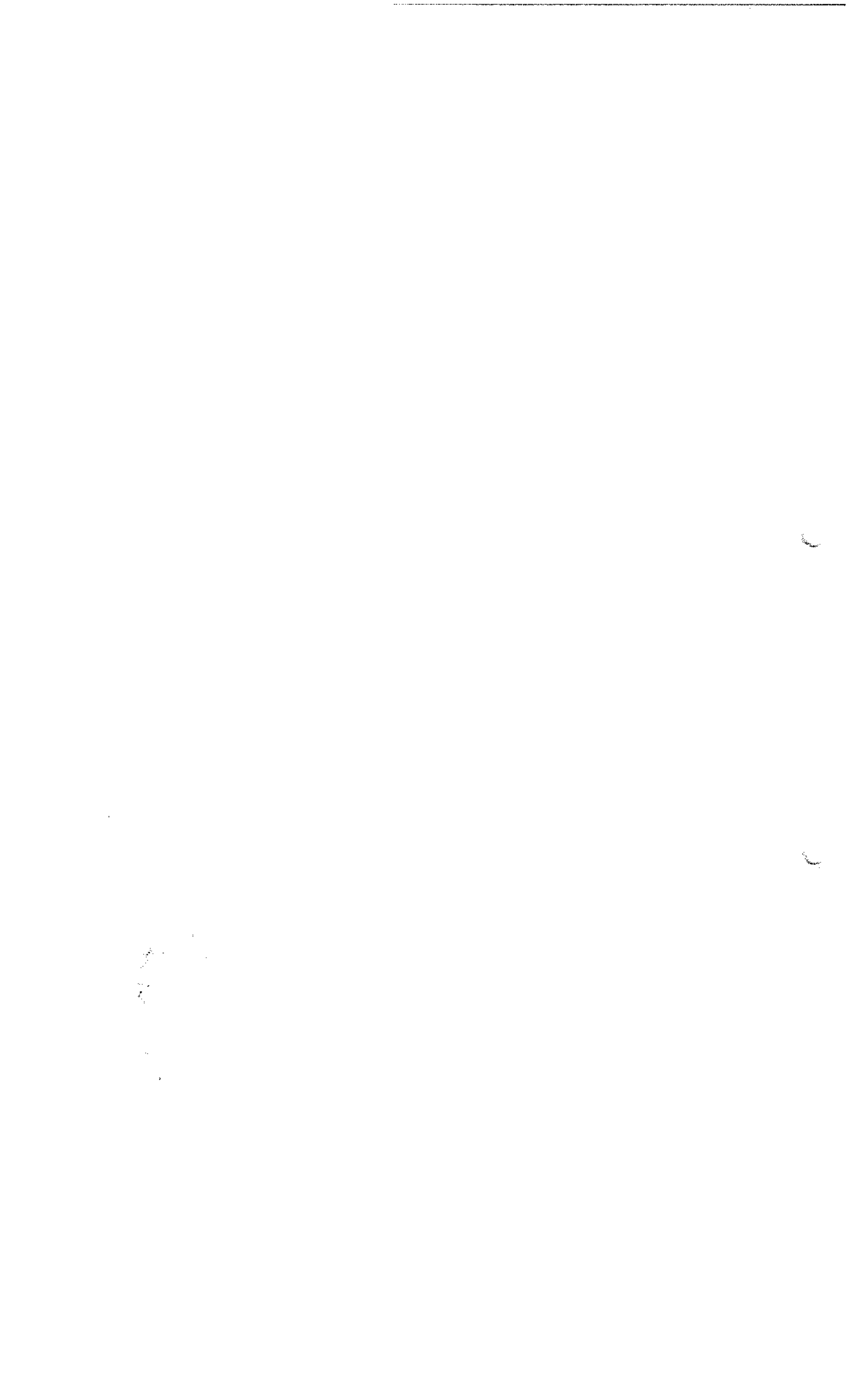
*(Description of Larger Property)*

All that piece and parcel of land admeasuring 19888.30 sq. meters or thereabouts and bearing CTS No. 216A of village Bandivali, Taluka andheri, in Mumbai Suburban district, situated at Patel Estate Road, Jogeshwari (west), Mumbai – 400 102.

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## Annexure 2

(Chain of Title)

1. By Deed of Conveyance dated 14 December 2017 (registered with the office of sub registrar of assurances at Andheri-2 under sr. no.BDR4-10986/2017), Patel Engineering Limited, therein referred to as vendors, sold and conveyed in favour of Patel Land Developers Limited, therein referred to as purchasers, the vendors *inter alia* sold and conveyed the Larger Property together with the benefits in the form of FSI/TDR for the lands bearing CTS nos. 216B and 216C admeasuring in aggregate 2163.50 sq. meters or thereabouts of village Bandivali, Taluka andheri, in Mumbai Suburban district, situated at Patel Estate Road, Jogeshwari (west), Mumbai – 400 102.
2. Thus, Patel Land Developers Limited is the absolute owner of and otherwise well and sufficiently entitled to the Larger Property.
3. By Certificate of Incorporation pursuant to Name Change issued by the Registrar of Companies, Mumbai on 27 December 2017, the name of Patel Land Developers Limited has been changed to Bellissimo Land Dwellers Limited.

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REPORT ON TITLE

Re : Land bearing CTS No. 216 A admeasuring 19,888.30 square metres or thereabouts alongwith the office block consisting of ground floor and two upper floors admeasuring in aggregate admeasuring 25,554 sq. ft. built up area lying being and situate at Village Bandivali, Taluka Andheri, in Mumbai Suburban District situated at Patel Estate Road, Jogeshwari (West), Mumbai - 400 102 &

FSI/TDR benefits arising out all those pieces or parcels of land bearing CTS No. 216 B admeasuring 1580.5 sq. mtrs or thereabouts and land bearing CTS No. 216 C admeasuring 583.0 sq. mtrs. in all admeasuring 2163.50 sq. mtrs. or thereabouts lying being and situate at Village Bandivali, Taluka Andheri, in Mumbai Suburban District situated at Patel Estate Road, Jogeshwari (West), Mumbai - 400 102 (collectively referred to as the "Property")

- I have investigated title on behalf of Patel Land Developers Limited (now known as Bellissimo Land Dwellers Private Limited) ("Company") in respect of the captioned Property.
- For the purpose of this Report, I have perused revenue records viz. Property Cards, and other ancillary papers thereto, title documents such as Deed of Conveyance, Declarations, Mortgages etc., Search Report and Public Notice in respect of the said Property.
- On perusal thereof, I hereunder give my observations as follows:
- By a Deed of Conveyance dated 28th March 1956, and registered at the office of the Sub-Registrar of Assurances at Bombay under No.BOM-1879 of 1956 on 20.02.1957, made between Hirji Thakersey Patel, Prabhudas Ramji Patel and one Govind Bhagwan Patel (the then partners, carrying on the business in partnership under the firm name and style of "Jogeshwari Estates", and Vendors therein) of the one part and the Patel Engineering Limited (formerly known as Patel Engineering Company Limited) [hereinafter referred to as the "Patel

Engineering Limited") of the other part, the Vendors therein granted and conveyed unto the said Patel Engineering Limited, all those pieces or parcels of land and hereditaments admeasuring 3738 square yards or thereabouts and bearing Plot No. 23 (Survey No.6 Part), Plot No.24 (Survey No.6 Part), Plot No.25 (Survey No.6 Part and Survey No.7 Part), Plot No.26 (Survey No.7 Hissa No.1 Part) and Plot No.27 (Survey No.2 Hissa No.1 (Part)) [hereinafter referred to as "the First Land"] more particularly described in Schedule thereunder written for consideration and on terms, covenants and conditions stated therein.

- By a Deed of Conveyance dated 28th March 1956, and registered at the office of the Sub-Registrar of Assurances at Bombay under No.1880 of 1956, made between Hirji Thakersey Patel, Prabhudas Ramji Patel and Govind Bhagwan Patel (the then partners of the said firm "Jogeshwari Estates", and Vendors therein) of the one part and the Patel Engineering Limited of the other part, the Vendors granted and conveyed unto the Patel Engineering Limited, all those pieces or parcels of land and hereditaments admeasuring 7152 square yards or thereabouts and bearing Plot No.28, comprise in then Survey Nos. 6 (part), 7(part) and 34 (part) [hereinafter referred to as "the Second Land"] more particularly described in the Schedule thereunder written, for the consideration on terms, covenants and conditions stated therein.
- By a Deed of Conveyance dated 25th November 1957, and registered at the office of the Sub-Registrar of Assurances at Bandra under No.1866 of 1957, made between Hirji Thakersey Patel, Prabhudas Ramji Patel and Govind Bhagwan Patel (the then partners of the said firm "Jogeshwari Estates", and Vendors therein) of the one part and the Patel Engineering Limited of the other part, the Vendors granted and conveyed unto the said Patel Engineering Limited all those pieces or parcels of land and hereditaments admeasuring 17393 square yards bearing Survey No.5 and Hissa No.1 (part), 6 (part), 7 Hissa No.1 (part) and 33 (part) [hereinafter referred to as "the Third Land"] more particularly described in the Schedule thereunder written, for consideration and on terms, covenants and conditions stated therein.

For the sake of brevity the First Land, Second Land and Third Land are collectively referred as the said Land.

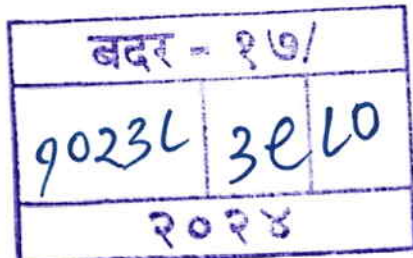
- Over a period of time, the First Land, Second Land and Third Land were allotted City Survey Numbers 216, 216/1 to 10 and admeasured 22,051.80 sq. mtrs of Village Bandivali Taluka Andheri, District-Mumbai Suburban District.
- As per the amalgamation and sub-division order of the Collector, Mumbai Suburban District, dated November 18, 2003, the CTS Nos. 216, 216/1 to 10 totally admeasuring 22,051.8 square metres or thereabouts was amalgamated into one CTS No. i.e. CTS No. 216 and subsequently the amalgamated CTS No. 216 was sub-divided as under:

New CTS No.	Area	Particulars
216A	19,888.3 sq. mts.	Patel Engineering Limited
216B	1,580.5 sq. mts.	D.P. Road
216C	583 sq. mts.	Set Back Portion

- In the Order dated 5th May 2005, passed by City Survey officer, City Survey office, Andheri, it is mentioned that there is minor difference in the area mentioned on the PR Cards of CTS Nos. 216, 216/1 to 10 and actual measurement of plot area and at this juncture it is difficult to carry out the process of area correction or rectification and thus after following up due process and issuing the notices to the owners and others, the area of the plots bearing CTS No 216 A, 216 B and 216 C was asserted and confirmed by the City Survey officer as per the order of Collector dated 18th November, 2003.
- Pursuant to the order dated 5th May, 2005, passed by the City Survey Officer, it was confirmed that the area of CTS No.216A is 19888.30 sq. mtrs CTS No.216B is 1580.5 sq. mtrs. and CTS No.216C is 583 sq. mtrs. and it was ordered that necessary changes be effected in the revenue records and new Property Cards should be prepared and the respective areas be recorded against the name of Patel Engineering Limited (for CTS No. 216A) and the Municipal Corporation of Greater Mumbai (CTS Nos. 216-B and 216-C).

- I am provided with the Property Cards all dated 05.10.2017 in respect of the said Property. I have noted that the Property Card in respect of CTS No.216A admeasuring 19888.3 sq. mtrs. has been duly mutated and stands in the name of Patel Engineering Company Limited. With regard to Property card of CTS No.216B and 216C, it is noted that said Property cards are transferred in the name of Municipal Corporation of Greater Mumbai for the purpose of DP Road and Set back as the same are handed over by Patel Engineering Company Limited on 31.12.2011.
- By an Order dated 21st May, 2002 passed by the Development Commissioner (Ind.) & Ex-officio Secretary to Government, Urban Development Department, it has been ordered that the Patel Engineering Company Limited does not hold any surplus vacant land bearing CTS Nos.216/1 to 216/10 corresponding to Survey No.5/1 (p), 6, 7 Hissa No. 1(p), 33(p) and 34(p) and therefore the provisions of chapter III of the ULC Act, 1976 are not applicable to the Land.
- The name of Patel Engineering Company Limited had been changed to Patel Engineering Limited, with effect from 09/12/1999 as evidenced by a Fresh Certificate of Incorporation, consequent upon the change of name, dated 9th December 1999 issued by the Registrar of Companies, Mumbai.
- I have caused Mr. D.K. Patil, Title Investigator to take the required searches in respect of the CTS No. 216A, 216B and 216C in the Offices of Sub-Registrar of Assurances at Mumbai and Bandra for the period from 1956 to 2017 (62 years). Under the Search Report issued by the said Title Investigator inter alia mentions Deed of Conveyances dated 28th August 1956 and Deed of Conveyance dated 25th November 1957 and Deed of Conveyance dated 12th May 1961 whereby Patel Engineering acquired land bearing Survey Nos.5/1 Part, 6, 7 (Part), 33 (Part) and 34 (Part) from Hirji Thakersey Patel and Others. There are additional documents registered in respect of the said Property as hereinafter mentioned:-

(a) Declaration made by Patel Engineering Company Limited on 08.09.2010 in respect of the said Property bearing CTS No. 216A, 216B and 216C, wherein they have handed over Property bearing CTS



No.216B admeasuring 1580.50 sq. mtrs to Municipal Corporation of Greater Mumbai for DP Road;

(b) Declaration dated 19.11.2011 made by Patel Engineering Company Limited and registered under No.BDR-9/10366/2011 on 29.11.2011 declaring therein that they have handed over Property bearing CTS No.216C admeasuring 583.0 sq. mtrs to Municipal Corporation of Greater Mumbai for Set Back.

Save and except mortgages referred hereinafter, there are no adverse documents found which affect title of Patel Engineer Limited to the said Property.

15. Patel Engineering Limited had mortgaged the said CTS No 216A, 216B and 216C to (i) Axis Bank Limited vide Mortgage dated 24th March 2011 registered under No. BDR-9-2886/2011, (ii) CTS No.216A to Dena Bank vide Mortgage dated 5th September 2012 registered under No. BDR-9-7609/2012 and (iii) CTS No.216A to ICICI Bank vide mortgage dated 13th December 2013 registered under No. BDR-17-1752/2014.
16. In the case of mortgage debts of Axis Bank, I have been furnished with the copy of Deed of Release dated 30th July 2012 executed by the Axis Bank in favour of the Patel Engineering Limited and duly registered under No.BDR-3-6474 of 2012, which inter alia records the repayment of the mortgage debts in full by the Patel Engineering Limited and release of the CTS No 216A, 216B and 216C by the Axis Bank to the Patel Engineering Limited in the manner therein contained.
17. In the case of mortgage debts of ICICI Bank, I also have been furnished by Deed of Re-Conveyance dated 7th November 2017 executed by the ICICI Bank in favour of the Patel Engineering Limited and duly registered under No.BDR-17-10323 of 2017, which inter alia records the repayment of the mortgage debts in full by the Patel Engineering and re-conveyance of CTS No 216A by the ICICI Bank to the Patel Engineering Limited in the manner therein contained.

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18. In case of mortgage debts of Dena Bank Limited, I have been furnished by Deed of Release dated 14th December 2017 executed by the Dena Bank in favour of the Patel Engineering Limited and duly registered under No.BDR-4-10984 of 2017, which inter alia records the repayment of the mortgage debts in full by the Patel Engineering in the manner therein contained.

19. M/s. Tatva Legal, Advocates and Solicitors have got published Public Notice in Newspaper viz.Maharashtra Times and Times of India of 29th September 2017, while investigating title of the said Property. Pursuan to the said Public Notice, I am informed that there was no adverse claims in connection with the said Property from any person or persons.

20. In the background and circumstances as aforesaid, by Deed of Conveyance dated 14th December 2017 executed and registered under Serial No.BDR4-10986/2017 with the Office of Sub-Registrar of Assurances at Andheri-2 Patel Engineering Limited ("Vendor") in favour of Patel Land Developers Limited ("Purchaser") whereunder the Vendor inter alia sold, conveyed, transferred and assured to and unto the Purchaser all that piece and parcel of land together with structure standing thereon, bearing CTS No.216A admeasuring 19888.3 sq. metres or thereabouts along with benefits in the form of FSI/TDR for the Property bearing CTS No.216B admeasuring 1580.5 sq. mtrs or thereabouts (earmarked for DP Road) and Property bearing CTS No.216C admeasuring 583 sq. mtrs or thereabouts (earmarked for Set back) which are more particularly described in Second, Third and Fourth Schedule thereunder written, for valuable consideration and on terms, covenants and conditions stated therein.

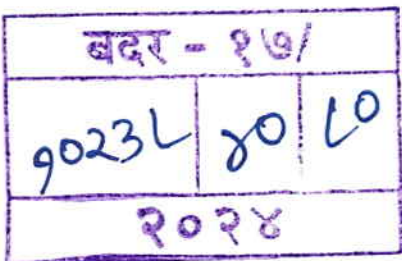
21. Pursuant thereto, by a Power of Attorney dated 14th December 2017 executed and registered under Serial No.BDR4-10987/2017 with the Office of Sub-Registrar of Assurances at Andheri-2 by Patel Engineering Limited ("Vendor") in favour of Patel Land Developers Limited ("Purchaser") conferring upon the Purchaser all and any of the powers and authorities to do and carry out acts, deeds, matters and things for and on their behalf in connection with the said Property.

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22. Pursuant to the Certificate of Incorporation dated 27<sup>th</sup> December 2017 issued by Registrar of Companies under Rule 29 of the Companies (Incorporation) Rules, 2014, the name of Patel Land Developers Limited has been changed to Bellissimo Land Dwellers Limited.
23. By Deed of Mortgage dated 23<sup>rd</sup> NOVEMBER 2017 executed and registered under No. 11521/2017 between Patel Land Developers Private Limited as a Mortgagor of the One Part and Dena Bank as the Mortgagee of the Other Part, the Mortgagee has provided credit facilities in the form of Term Loan on Security of the Property bearing CTS No 216A together with building and structures standing thereon as well as all Receivables of the Mortgagor from the sale of the Project building to be constructed on the said Property on terms and conditions stated therein.
24. On the basis of and subject to what is stated hereinabove, I am of the opinion that Bellissimo Land Dwellers Limited (formerly known as Patel Land Developers Limited), pursuant to the Deed of Conveyance dated 14th December 2017, are entitled to the said Property as absolute Owner thereof and its title is clear and marketable to the same.

Dated this 21<sup>st</sup> day of December 2017

  
Pradip Garach  
Advocate High Court, Bombay



**Annexure 4**

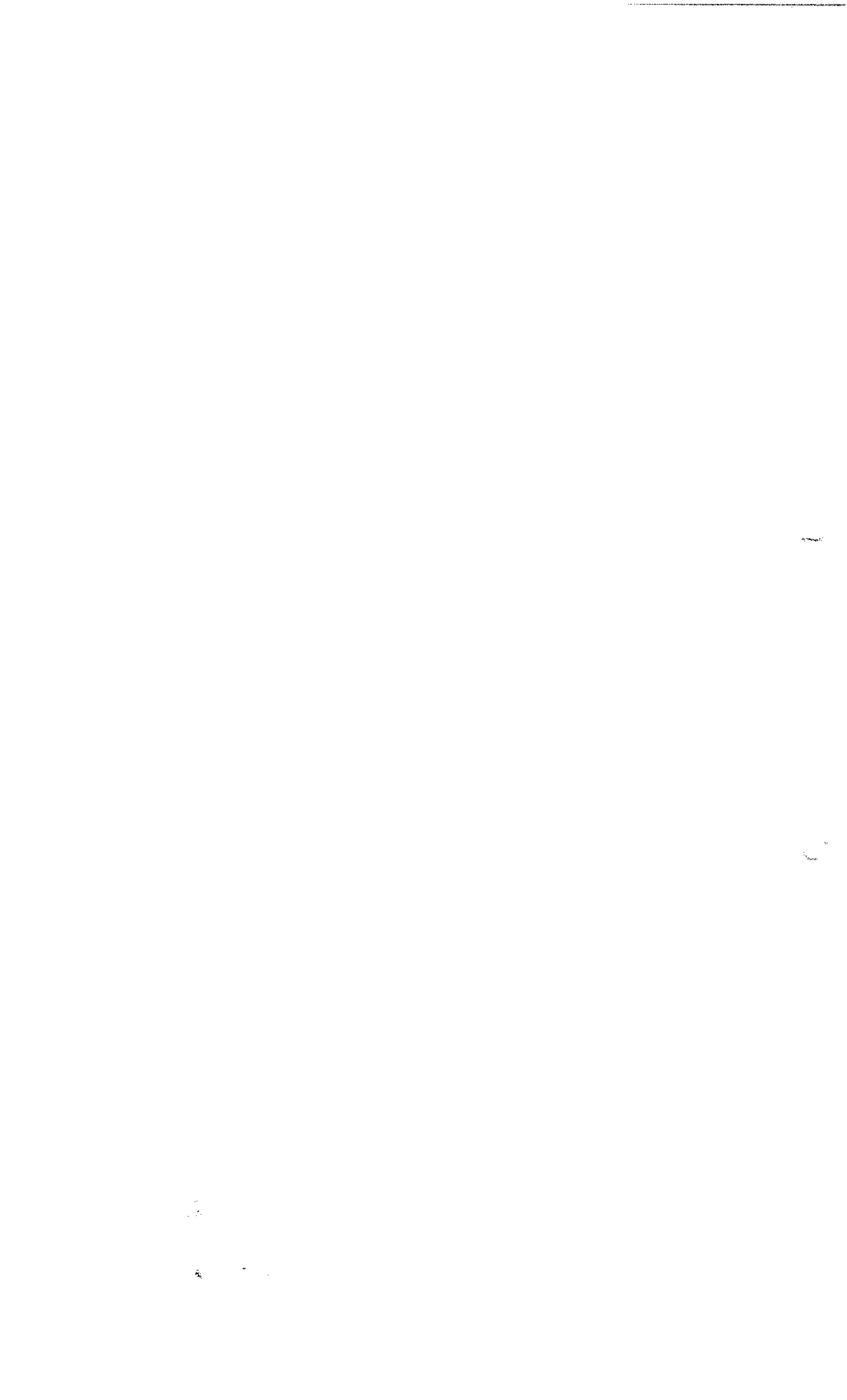
(Key Approvals)

No.	Approval/Document	Date of Document	Document Ref No.	Issuing Authority
1.	Amended Approval	12 August 2021	CE/9402/WS/AK/37/14/AMEND	Municipal Corporation of Greater Mumbai
2.	Commencement Certificate	11 January 2022	CE/9402/WS/AK/FCC/12/AMEND	Municipal Corporation of Greater Mumbai
3.	Occupation Certificate	24 February 2022	CE/9402/WS/AK/OCC/1/New	Municipal Corporation of Greater Mumbai

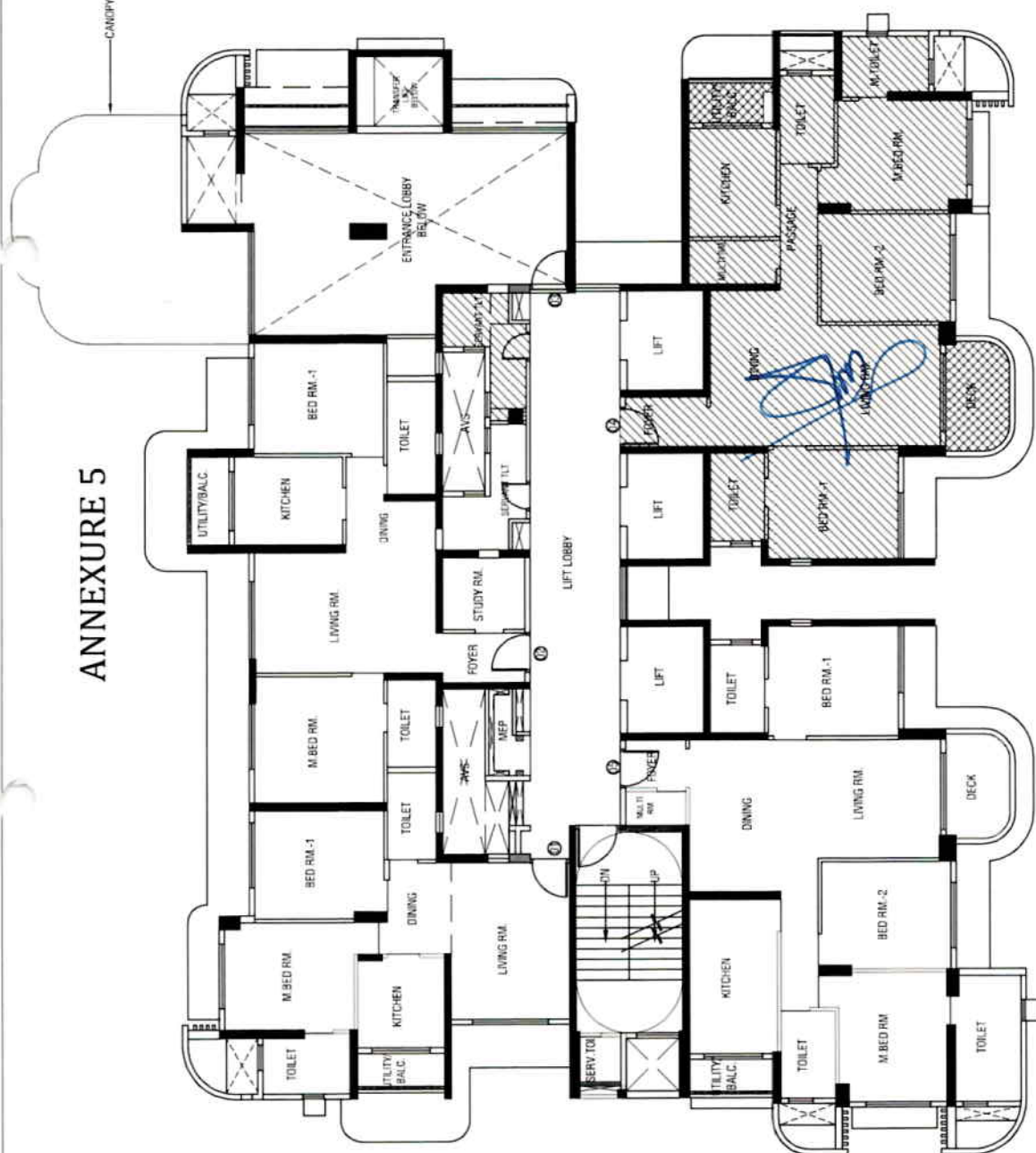
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ANNEXURE 5



UNIT NO. 04  
FLOORS:-1ST

LODHA BEL AIR	TOWER C	FLOOR:- 01 ST	FLAT NO:- 104
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NOTE:- "PLAN NOT TO THE SCALE FOR ACCURATE MEASUREMENTS OF CARPET AREA, PLEASE FOLLOW POLYLINE METHOD. THE CARPET AREA IS CALCULATED ASSUMING UNFINISHED SURFACES AND ANY FINISHES MAY REDUCE THE PHYSICAL AREA ACCORDINGLY. CARPET AREA MAY VARY BY +/- 3% ON ACCOUNT OF CONSTRUCTION OR DESIGN TOLERANCES".  
DISCLAIMER: STRUCTURAL MEMBERS AND SERVICE SHAFT ARE SUBJECT TO MODIFICATIONS/CHANGES

	<b>MACROTECH DEVELOPERS LIMITED</b> 412, Floor- 4, 17G Vardhaman Chamber Cawasji Patel Road, Horniman Circle, Fort Mumbai 400001		NORTH 	ARCHITECT ARCHITECT HAFEEZ CONTRACTOR FIRST FLOOR, SONAWALA BUILDING, 29 BANS STREET, FORT MUMBAI 400 023, TEL: 91 22 22661930
	CARPET AREA 	EBVT 		

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**Annexure 6**

(Unit and Project Details)

- (I) **CUSTOMER ID** :2245144
- (II) **Correspondence Address of Purchaser:** WARD NO-5, MOHALLA KAJIYAN, FATEHPUR, SIKAR, RAJASTHAN, Sikar 332301 Rajasthan India
- (III) **Email ID of Purchaser:** ibrahimkayum@hotmail.com
- (IV) **Unit Details:**
- (i) Development/Project : LODHA PATEL ESTATE - TOWER C. D
- (ii) Building Name : Tower C
- (iii) Wing : Tower C
- (iv) Unit No. : Tower C-104
- (v) Area :

	Sq. Ft.	Sq. Mtrs.
Carpet Area	1,055	98.01
EBVT Area	82	7.62
Net Area (Carpet Area +EBVT Area)	1,137	105.63

- (vi) Car Parking Space Allotted: 2

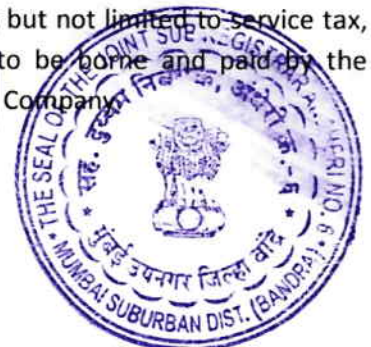
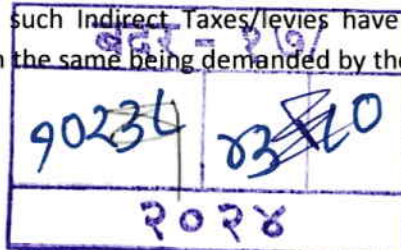
- (V) **Consideration Value (CV):** Rs. 3,81,09,384/- (Rupees Three Crore Eighty-One Lakh Nine Thousand Three Hundred Eighty-Four Only)

- (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>7,63,000</b>	<b>02-06-2024</b>
2	<b>Booking Amount II</b>	<b>30,47,938</b>	<b>02-06-2024</b>
3	<b>Booking Amount III</b>	<b>57,16,408</b>	<b>30-06-2024</b>
4	<b>Within 90 days</b>	<b>2,74,38,756</b>	<b>08-09-2024</b>
5	<b>On date of offer of Possession</b>	<b>11,43,282</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:**

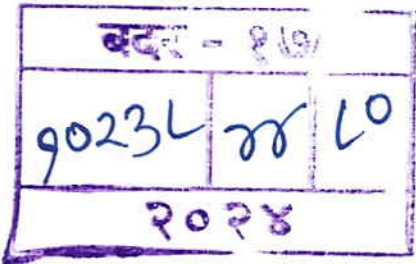
The number of family members eligible for club membership are:

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

(VIII) **Date of Offer of Possession:** 30-11-2024, subject to additional grace period of 6 Months and any extension as may be applicable on account of the provisions of Clause 10.4.

(IX) **Project Details:**

- 1) Project Name: LODHA PATEL ESTATE - TOWER C. D
- 2) RERA Registration Number: P51800014860
- 3) No. of Buildings: 2



Handwritten signatures in blue ink.

**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. 4,32,015/- (Rupees Four lakh Thirty-Two Thousand Fifteen 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:
- BCAM Charges:**  
Rs. 2,65,035/- (Rupees Two Lakh Sixty-Five Thousand Thirty-Five Only) covering period of 18 months from DOP.
  - Property Tax (Estimated):** Rs. 51,165/- (Rupees Fifty-One Thousand One Hundred Sixty-Five Only) covering period of 18 months from DOP.
  - Building Protection Deposit:** Undated Cheque of 56,850.00/- (Rupees Fifty-Six Thousand Eight Hundred Fifty 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.

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## Annexure 7

### (Common Areas and Amenities)

#### List of Amenities

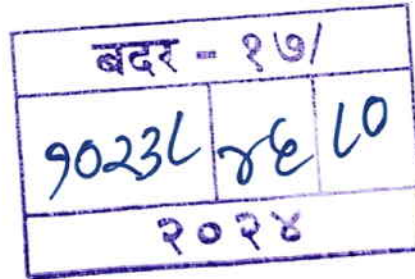
1. Air-conditioned homes with split unit A/C\*.
2. Marble flooring in living, dining and passage.
3. Marbital flooring in bedrooms.
4. Toilets finished with sanitary ware from Kohler/Duravit\*\* and CP fittings from Kohler/Isenberg\*\*.
5. Kitchen with granite platform, stainless steel sink and vitrified tile flooring.
6. Separate Multi-purpose (Store/Puja) room in select units#
7. Decks in select units#
8. 7 feet % height windows in Living room & bedrooms.
9. Separate utility area in each apartment.
10. Select residences with garden views.
11. Select apartments with private gardens.
12. Provision for telephone and TV connectivity.

#### Amenities for each building:

1. Finished entrance lobby.
2. Finished lift lobby on each floor.
3. 3 nos elevators (including one stretcher elevator) from Otis/Schindler/Kone\*\*
4. Fire fighting system.
5. Domestic help toilet facilities.
6. DG power back for common area lighting, elevators and water supply system.
7. Best-in-class 4-tier security system with:
  - a. Intercom for each residence
  - b. Controlled access to entrance lobby
  - c. RFID access for cars
  - d. 24 x 7 CCTV monitoring of key areas

#### Neighbourhood Amenities:

1. Drop-off for each set of 2 towers.
2. Open space for sports & recreation.
3. Convenience store and ATM provision.
4. Clubhouse: with
  - a. Gymnasium
  - b. Indoor swimming pool
  - c. Indoor Games area
  - d. Indoor children's play area
  - e. Cinema / auditorium
  - f. Health Club
  - g. Café & Library Lounge
  - h. Party Hall
5. Swimming Pool and kids pool
6. Outdoor kids playground
7. Picnic Areas
8. Multipurpose lawn
9. Parking provision.



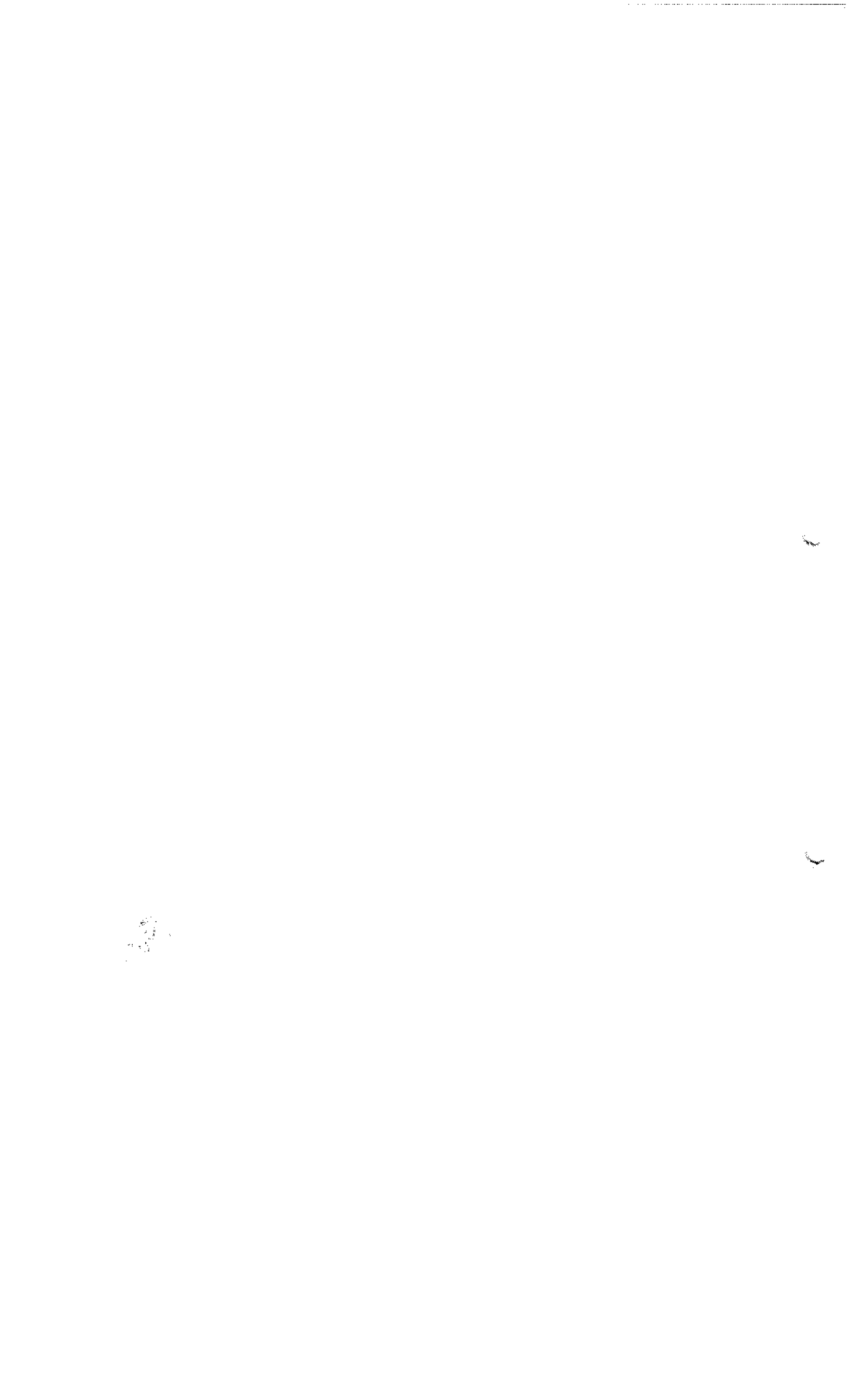
% - above height of 300 mm above Finished Floor Level

\* excluding kitchen, toilets and any service areas

\*\* or equivalent

# Select Units

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**Annexure 8**

(Special Conditions)

1. The Purchaser is aware that the Company has created charge on the said Larger Property and receivables of the said Larger Property by Mortgage Deed dated 23 November 2017 ("**Mortgage Deed**").
2. The Purchaser agrees and undertakes to make the payment of the Total Consideration and all other amounts due and payable under this Agreement to the credit of the account as stipulated by the Company or to the entity and account as specified in the no objection certificate or letter issued in connection with the sale of the Unit.
3. Notwithstanding anything contained in the Agreement, the Parties hereby agree and confirm that the stamp duty towards this Unit shall be borne and paid by the Company

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**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,



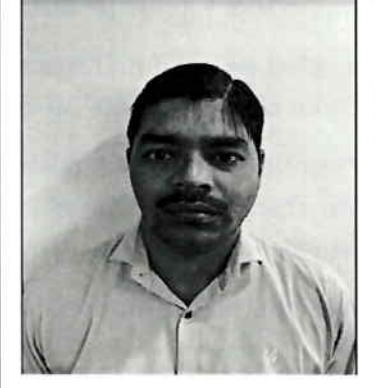
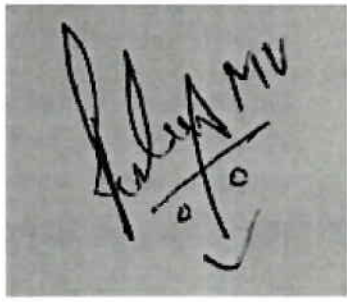

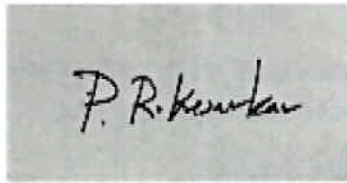
[name of customer]

बदर - १७/		
१०२३८	१८	१०
२०२४		



**Annexure 10**

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

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

बदर - १७/  
१०२३६ ४९६०  
२०२३



# CONGRATULATIONS

Dear Customer,

In support of the Prime Minister's mission of 'Housing for All', Lodha Group is proud to pass on the benefits of the incentives extended under Union Budget 2017

Budget Bonanza shall be given to you towards payment of stamp duty at the time of booking (or within 21 days thereafter)

Project : Lodha Patel Estate

Application No : 155162

Date of Application : 12/05/2024

Wishing you all the prosperity and happiness with your new home.

### Terms & Conditions:

\* After minimum payment of 19.9% of CV OR after home loan (HL) is sanctioned and all conditions for disbursement are complied with (excluding the amount that will be contributed by Company towards Stamp Duty or Own Contribution) such that total of own contribution + 1st HL disbursement will be min. 19.90%; ^ 0 CAM/FCAM/CGF;

By availing of this Budget Bonanza, the Purchaser(s) confirms that he/she/they/it shall repay the amount of benefit that they have received under Budget Bonanza, along with interest thereon @ 18%p.a. with quarterly rest, to the Company in the event of cancellation (regardless of whether cancellation initiated by Purchaser or Company). Further, the Purchaser(s) expressly authorizes the company to claim/adjust such amount from the amounts paid by the Customer - any such repayment/adjustment shall be in addition to any other amounts that are recoverable/payable by the Customer in the event of cancellation.



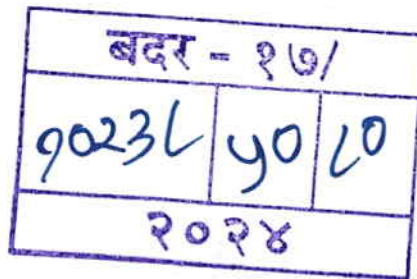
Prashant Bindal  
Chief Sales Officer

IBRAHIM QAYYUM



Name of  
Primary Applicant

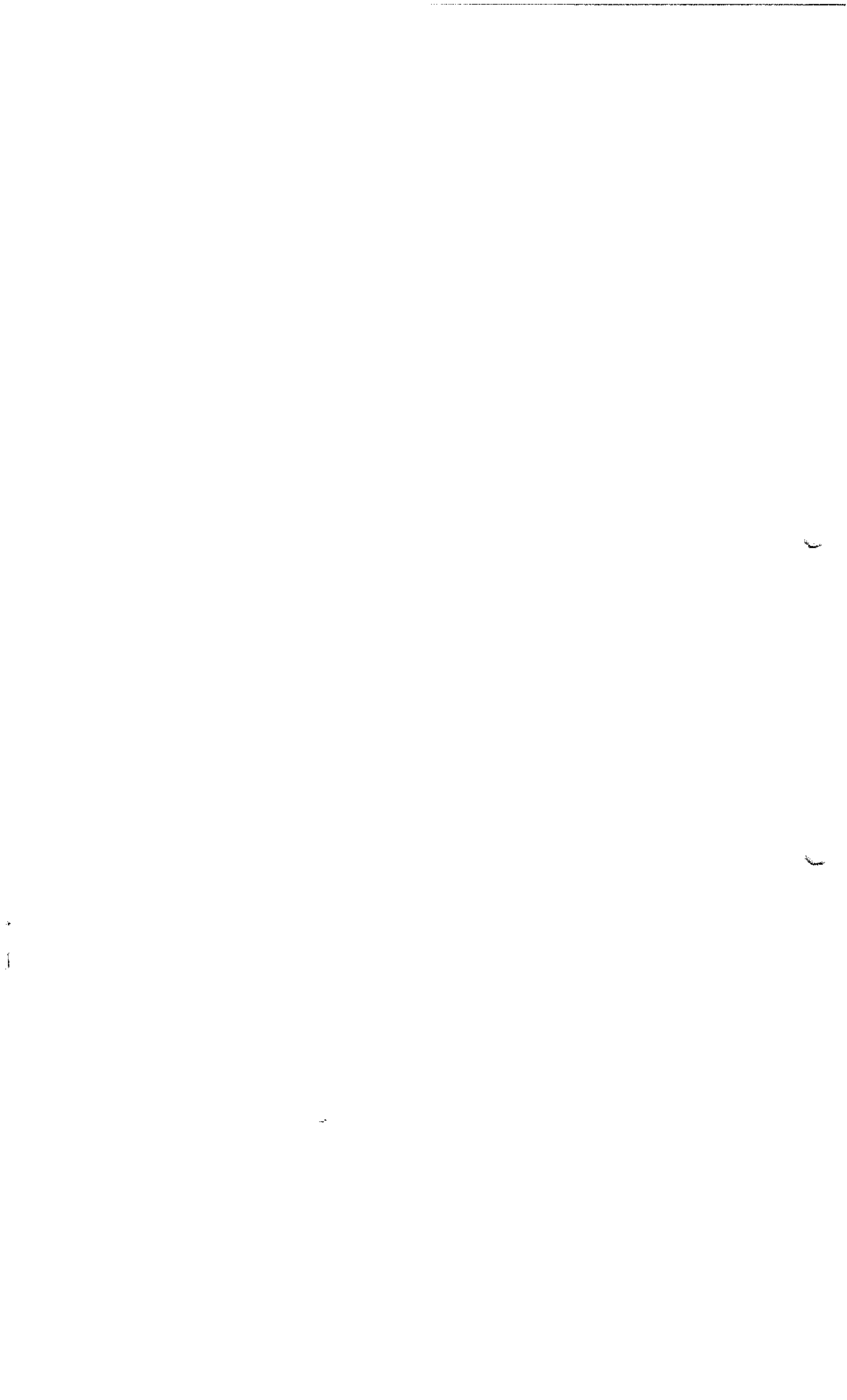
Name of  
Joint Applicant



Signature of Primary Applicant

Signature of Joint Applicant

Signature of Sales Manager





**BRIHANMUMBAI MUNICIPAL CORPORATION  
ANNEXURE 20 & 22**

**OCCUPATION CUM BUILDING COMPLETION CERTIFICATE UNDER REG. 11(6) OF DCPR 2034 AND PART  
OCCUPATION UNDER REG. 11(7) /11(8) OF DCPR 2034**

[CE/9402/WS/AK/OCC/2/New of 21 March 2023]

To,  
**M/S Macrotech Developers Limited  
Patel Estate Road Jogeshwari (W) Mumbai 400 102.**

Dear Applicant,

The **Part 2** development work of **Residential** building comprising of **Part Occupation for Wing No Tower C comprising of 2 level basement + Ground floor + 1st floor to 19th upper floors and Tower F comprising of 2 level basement + Ground floor + 1st floor to 16th upper floors** on plot bearing CTS No. **216A,216B &216C** of village **BANDIVALI-KW** at **Patel Estate Road** is completed under the supervision of Shri. **SHASHIKANT LAXMAN JADHAV** , **Licensed Surveyor** , Lic. No. **J/167/LS** , Shri. **Vatsal H. Gokani** , **Structural Engineer**, Lic. No. **STR/G/105** and Shri. **Sandeep T. Kakad** , **Site supervisor**, Lic.No. **K/452/SS-I** and as per development completion certificate submitted by Licensed Surveyor and as per completion certificate issued by Chief Fire Officer u/no. **CE/9402/WS/AK/CFO** dated **20 February 2023** .The same may be occupied and completion certificates submitted as sighted above are hereby accepted.

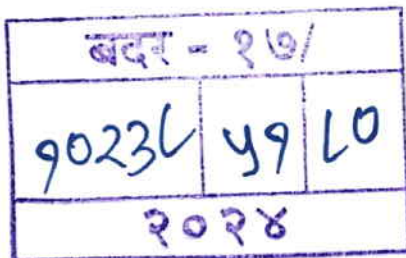
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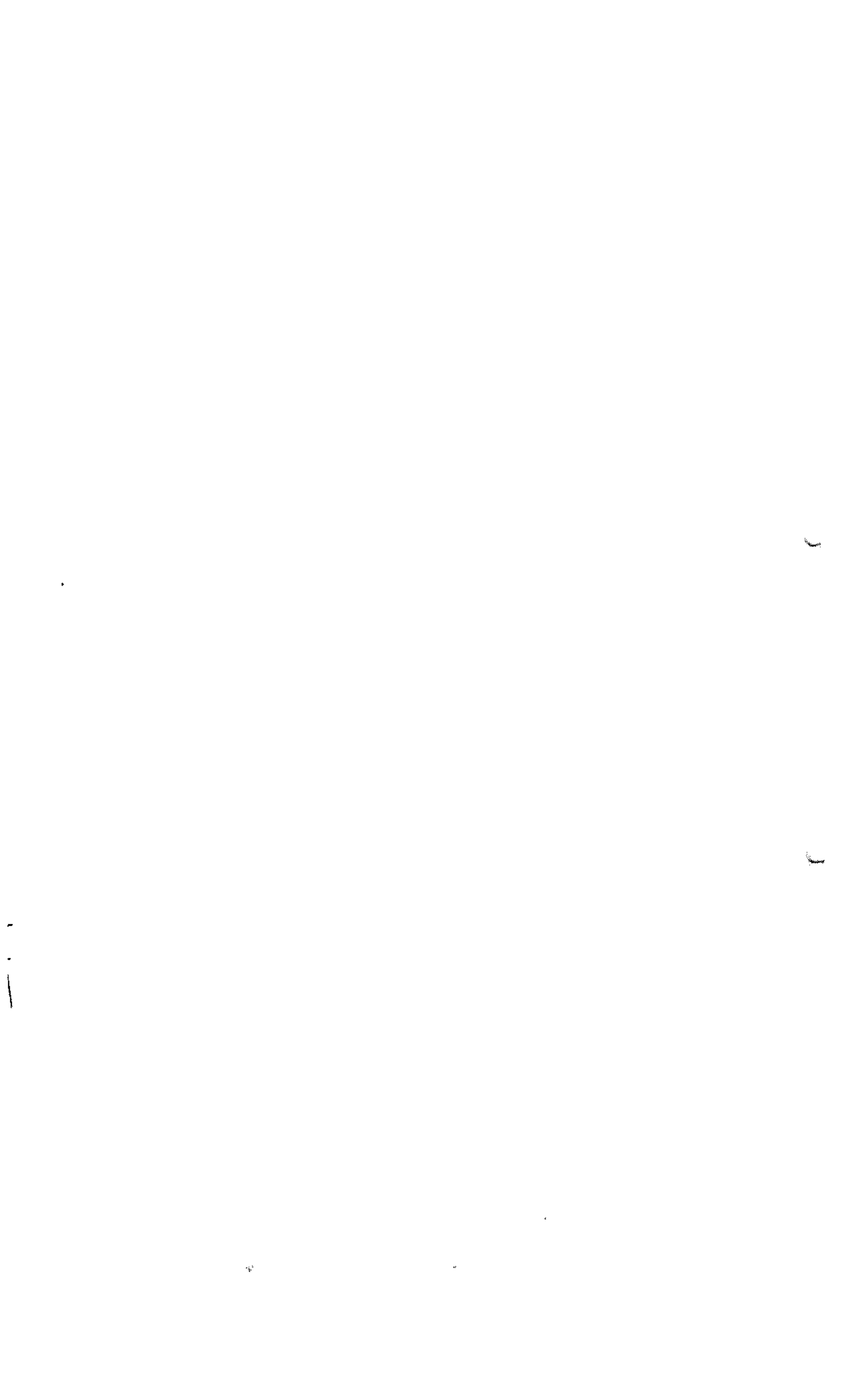
1. Asstt. Commissioner, K/W Ward
  2. A.A. & C. , K/W Ward
  3. EE (V), Western Suburb I
  4. M.I. , K/W Ward
  5. A.E.W.W. , K/W Ward
  6. Licensed Surveyor, SHASHIKANT LAXMAN JADHAV, B-106, NATRAJ BLDG., MULUND (W)
- For information please



Digitally signed by Vijay Shankarrao Tawde  
Date: 21 Mar 2023 19:45:30  
Organization: Brihanmumbai Municipal Corporation  
Designation: Executive Engineer

Yours faithfully  
Executive Engineer (Building Proposal)  
Brihanmumbai Municipal Corporation  
K/W Ward







**MUNICIPAL CORPORATION OF GREATER MUMBAI**  
**APPENDIX XXII**  
**PART OCCUPANCY CERTIFICATE**  
[CE/9402/WS/AK/OCC/1/New of 24 February 2022]

To,  
**M/S Macrotech Developers Limited**  
**Patel Estate Road Jogeshwari (W) Mumbai 400 102.**

Dear Applicant/Owners,

The **Part 1** development work of **Residential** building comprising of **Part Occupation for Tower A** comprising of **2 level basement + Ground floor + 1st floor to 19th upper floors including OHT**, **Tower B** comprising of **2 level basement + Ground floor + 1st floor to 19th upper floors including OHT**, **Tower D** comprising of **2 level basement + Ground floor to 19th upper floors including OHT** and **Tower E** comprising of **2 level basement + Ground floor to 19th upper floors including OHT** on plot bearing C.S.No./CTS No. **216A,216B &216C** of village **BANDIVALI-KW** at **Patel Estate Road** is completed under the supervision of Shri. **SHASHIKANT LAXMAN JADHAV**, **Licensed Surveyor**, Lic. No. **J/167/LS**, Shri. **Vatsal H. Gokani**, **RCC Consultant**, Lic. No. **STR/G/105** and Shri. **Sandeep T. Kakad**, **Site supervisor**, Lic.No. **K/452/SS-I** and as per development completion certificate submitted by architect and as per completion certificate issued by Chief Fire Officer u/no. **CE/9402/WS/AK/CFO** dated **24 December 2021**.

**Copy To :**

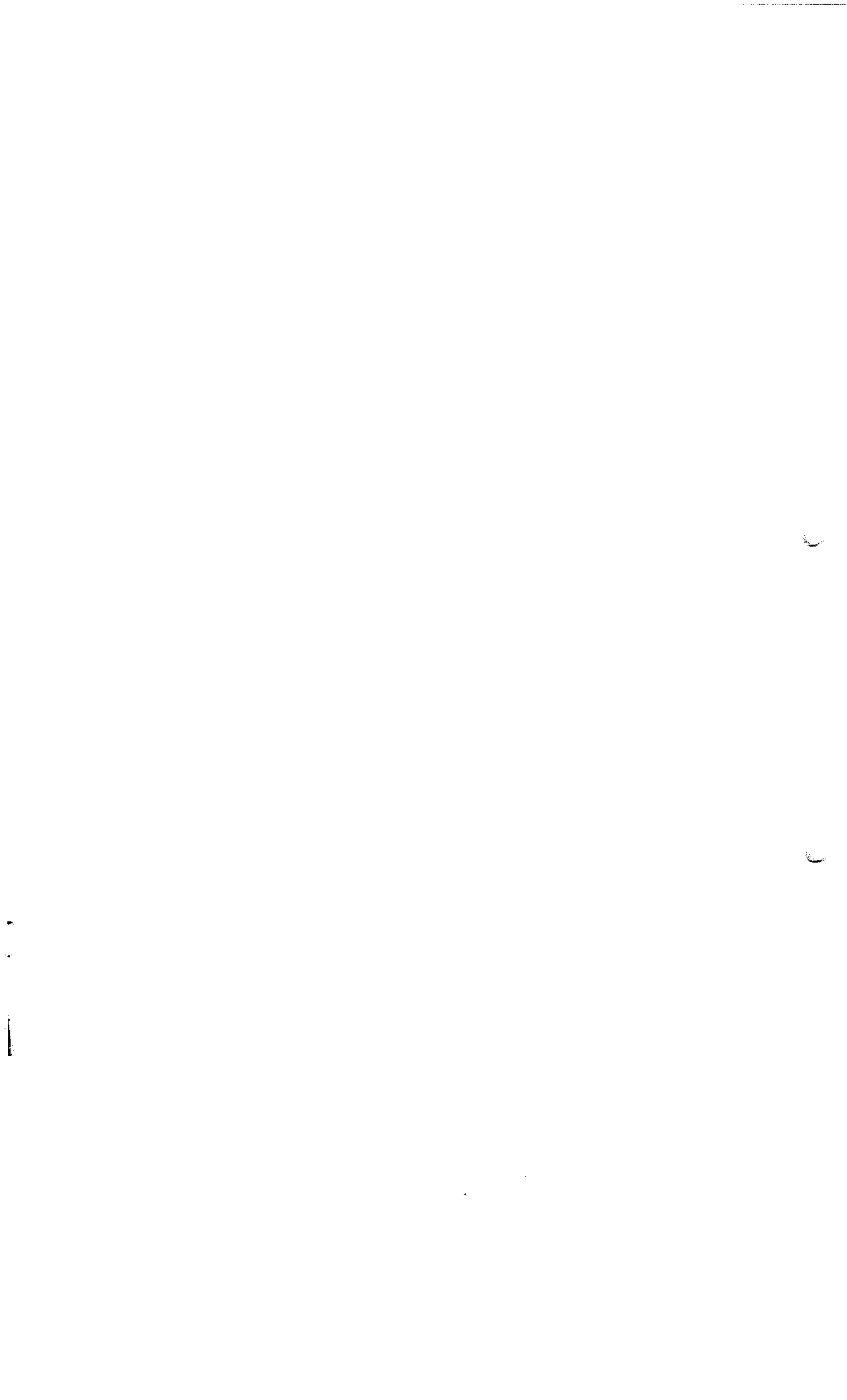
1. Asstt. Commissioner, K/W Ward
  2. A.A. & C., K/W Ward
  3. EE (V), Western Suburb I
  4. M.I., K/W Ward
  5. A.E.W.W., K/W Ward
  6. Licensed Surveyor, SHASHIKANT LAXMAN JADHAV, B-106, NATRAJ BLDG., MULUND (W)
- For information please

Name : Navnath Sopanrao  
Ghadge  
Designation : Executive  
Engineer  
Organization : Municipal  
Corporation of Greater Mumbai  
Date : 24-Feb-2022 19: 09:46

Yours faithfully  
Executive Engineer (Building Proposals)  
Municipal Corporation of Greater Mumbai  
K/W Ward

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२०२४		









**MUNICIPAL CORPORATION OF GREATER MUMBAI**  
**APPENDIX XXII**  
**PART OCCUPANCY CERTIFICATE**  
[CE/9402/WS/AK/OCC/1/New of 15 July 2022]

To,  
**M/S Macrotech Developers Limited**  
**Patel Estate Road Jogeshwari (W) Mumbai 400 102.**

Dear Applicant/Owners,

The **Part 2** development work of **Residential** building comprising of **Part Occupation i.e. Full Occupation for Wing No Tower A, Tower B, Tower D and Tower E comprising of 2 level basement + Ground floor + 1st floor to 20th upper floors including OHT** on plot bearing C.S.No./CTS No. **216A,216B &216C** of village **BANDIVALI-KW** at **Patel Estate Road** is completed under the supervision of Shri. **SHASHIKANT LAXMAN JADHAV**, **Licensed Surveyor**, Lic. No. **J/167/LS**, Shri. **Vatsal H. Gokani**, **RCC Consultant**, Lic. No. **STR/G/105** and Shri. **Sandeep T. Kakad**, **Site supervisor**, Lic.No. **K/452/SS-I** and as per development completion certificate submitted by architect and as per completion certificate issued by Chief Fire Officer u/no. **CE/9402/WS/AK/CFO** dated **24 December 2021**.

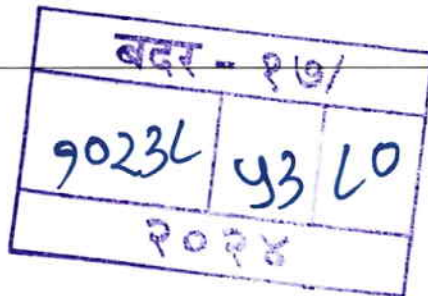
**Copy To :**

1. Asstt. Commissioner, K/W Ward
  2. A.A. & C. , K/W Ward
  3. EE (V), Western Suburb I
  4. M.I. , K/W Ward
  5. A.E.W.W. , K/W Ward
  6. Licensed Surveyor, SHASHIKANT LAXMAN JADHAV, B-106, NATRAJ BLDG., MULUND (W)
- For information please

Digitally signed by Navnath Sopanrao Ghadge  
Date: 15 Jul 2022 16:20:42  
Organization: Brihanmumbai Municipal Corporation  
Designation: Executive Engineer

Yours faithfully  
Executive Engineer (Building Proposals)  
Municipal Corporation of Greater Mumbai  
K/W Ward

CE/9402/WS/AK/OCC/1/New



Page 1 of 1 On 15-Jul-2022





Further C.C. for F.F.C.C. for Wings T.A, T.B, T.C, T.D and T.E up to top of 20th floor + LMR + CHT and Wing T.C up to top of 18th floor with staircase lift runs up to top of 20th floor + LMR + CHT as per approved amended plans dated 18/07/2019 as approved as proposed.

MUNICIPAL CORPORATION OF GREATER MUMBAI  
Amended Plan Approval Letter

To: SHRIKANTE ANKAN LADKAR  
B-118 NATRAJI BLDG, MUMBAI  
M/1

Subject: Proposed Building on property bearing S.T.S. No.218A,218B &218C of Village Bhandarkar at Patel Estate Road (approx.) Jambhavanthi.

Reference: Order in date bearing No. 14/10/2019

- 1) That all the conditions of the order in date bearing No. 14/10/2019 are complied with and the same are being submitted for approval as per amended plans dated 18/07/2019.
- 2) That the proposed building is in compliance with the provisions of the Maharashtra Regional and Town Planning Act, 1966.
- 3) That the proposed building is in compliance with the provisions of the Maharashtra Regional and Town Planning Act, 1966.
- 4) That the proposed building is in compliance with the provisions of the Maharashtra Regional and Town Planning Act, 1966.
- 5) That the proposed building is in compliance with the provisions of the Maharashtra Regional and Town Planning Act, 1966.
- 6) That the proposed building is in compliance with the provisions of the Maharashtra Regional and Town Planning Act, 1966.
- 7) That the proposed building is in compliance with the provisions of the Maharashtra Regional and Town Planning Act, 1966.
- 8) That the proposed building is in compliance with the provisions of the Maharashtra Regional and Town Planning Act, 1966.
- 9) That the proposed building is in compliance with the provisions of the Maharashtra Regional and Town Planning Act, 1966.
- 10) That the proposed building is in compliance with the provisions of the Maharashtra Regional and Town Planning Act, 1966.
- 11) That the proposed building is in compliance with the provisions of the Maharashtra Regional and Town Planning Act, 1966.
- 12) That the proposed building is in compliance with the provisions of the Maharashtra Regional and Town Planning Act, 1966.
- 13) That the proposed building is in compliance with the provisions of the Maharashtra Regional and Town Planning Act, 1966.
- 14) That the proposed building is in compliance with the provisions of the Maharashtra Regional and Town Planning Act, 1966.
- 15) That the proposed building is in compliance with the provisions of the Maharashtra Regional and Town Planning Act, 1966.
- 16) That the proposed building is in compliance with the provisions of the Maharashtra Regional and Town Planning Act, 1966.
- 17) That the proposed building is in compliance with the provisions of the Maharashtra Regional and Town Planning Act, 1966.
- 18) That the proposed building is in compliance with the provisions of the Maharashtra Regional and Town Planning Act, 1966.

1) The B.C. submitted as per the Building Code should be modified to be in compliance with the B.C. 2) The fire escape of the building provided is in compliance with the provisions of the Maharashtra Regional and Town Planning Act, 1966.

For and on behalf of Local Authority  
Municipal Corporation of Greater Mumbai  
Assistant Engineer, Building Projects  
Western Suburb, K.W. Ward West

To: Assistant Commissioner, K.W. Ward  
At: K.W. Office  
At: K.W. Office

MUNICIPAL CORPORATION OF GREATER MUMBAI  
FORM A  
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966  
COMMENCEMENT CERTIFICATE

To: M/S. Mission Developers Limited  
Plot: (C) 10, Road, Jambhavanthi (W) Mumbai-400 102

Subject: With reference to your application No. CE/MS/2019/AF/CC/13/Amend dated 06 Oct 2018 for Development Permission and grant of Commencement Certificate under Section 43 & 44 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 148 of the Maharashtra Regional and Town Planning Act, 1966 to erect a building on Building Development plot of area 100 sq. m. S.T.S. No. 218A, 218B & 218C Division 1 Village: Town Planning Scheme No. SANDOVALWADI situated at: PATEL ESTATE ROAD Road / Street in K.W. Ward West.

- 1) The land situated on the commencement of the commencement of the setback line road entering the plot from the plot of the public road.
- 2) That no new building or addition thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until necessary 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 extension period shall be in no case exceed three years provided further that such extension shall not bar any subsequent application for fresh permission under section 43 or 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 approved 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 benefit through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 43 or 44 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, successors, assigns, administrators and successors and every person deriving benefit through or under him.

The Municipal Commissioner has appointed Shri. A.E. J.P. KWIN Assistant Engineer to examine the plans and conditions of the Planning Authority under Section 43 of the said Act.

This C.C. is valid upto 27/07/2019.

Issue On: 26 Jul 2019 Valid Upto: 27 Jul 2020

Application Number: CE/MS/2019/AF/CC/13/Amend

Remarks: Top of treatment as per provision of phase programme approved on 01/07/2019

Approved By: A.E. J.P. KWIN Assistant Engineer (SP)

Issue On: 11 Feb 2019 Valid Upto: 10 Feb 2020

Application Number: CE/MS/2019/AF/CC/13/Amend

Remarks: Further C.C. for Wing T.A upto top of 8th floor, Wings T.B, T.C & T.D upto top of 4th floor and Wings T.C upto top of 18th floor as per approved plans dated 18/07/2019.

- 1) The Commencement Certificate is renewable every year but such extension period shall be in no case exceed three years provided further that such extension shall not bar any subsequent application for fresh permission under section 43 or 44 of the Maharashtra Regional and Town Planning Act, 1966.
- 2) The conditions of this Certificate are 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 approved 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 benefit through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 43 or 44 of the Maharashtra Regional and Town Planning Act, 1966.
- 3) The conditions of this certificate shall be binding not only on the applicant but on his heirs, successors, assigns, administrators and successors and every person deriving benefit through or under him.

The Municipal Commissioner has appointed Shri. A.E. J.P. KWIN Assistant Engineer to examine the plans and conditions of the Planning Authority under Section 43 of the said Act.

This C.C. is valid upto 27/07/2019.

Issue On: 25 Oct 2019 Valid Upto: 24 Oct 2020

Application Number: CE/MS/2019/AF/CC/13/Amend

Remarks: Re-endorsement of C.C. for wing T.A upto top of 8th floor, T.B, T.C & T.D upto top of 4th floor and T.C upto top of 18th floor as per approved amended plans dated 18/07/2019.

Approved By: A.E. J.P. KWIN Assistant Engineer (SP)

Note: 1) All safety & precautionary measures shall be adopted while carrying out the work. 2) The Construction & Demolition Waste shall be handled & transported to designated unloading site as per SWM NDC. 3) As per provisions of the Maharashtra Regional and Town Planning Act, 1966, the conditions of C & D works shall be timely submitted in the system online.

Approved By: A.E. J.P. KWIN Assistant Engineer (SP)

Issue On: 18 Nov 2018 Valid Upto: 17 Nov 2020

Application Number: CE/MS/2019/AF/CC/13/Amend

Remarks: C.C. for wing T.F up to top of 4th floor (H. 16.40 mt. AGL) as per approved plan dated 25/07/2019

Approved By: A.E. J.P. KWIN Assistant Engineer (SP)

Issue On: 10 Jul 2020 Valid Upto: 27 Jul 2020

Application Number: CE/MS/2019/AF/CC/13/Amend

Remarks: Further C.C. for Wings T.A and T.B up to top of 18th floor with staircase lift runs up to top of 20th floor, Wing T.C up to top of 18th floor, Wing T.D up to top of 18th floor with staircase lift runs up to top of 18th floor, Wing T.E up to top of 18th floor and Wing T.F up to top of 18th floor with staircase lift runs up to top of 18th floor as per approved amended plans, dated 02/07/2020, as approved as proposed submitted in the system online.

Approved By: A.E. J.P. KWIN Assistant Engineer (SP)

1) The B.C. submitted as per the Building Code should be modified to be in compliance with the B.C. 2) The fire escape of the building provided is in compliance with the provisions of the Maharashtra Regional and Town Planning Act, 1966.

For and on behalf of Local Authority  
Municipal Corporation of Greater Mumbai  
Assistant Engineer, Building Projects  
Western Suburb, K.W. Ward West

To: Assistant Commissioner, K.W. Ward  
At: K.W. Office  
At: K.W. Office

बंद - १७/ १०२३४/५५/१० २०२४



MUNICIPAL CORPORATION OF GREATER MUMBAI  
Amended Plan Approval Letter

To: SHRIKANTE ANKAN LADKAR  
B-118 NATRAJI BLDG, MUMBAI  
M/1

Subject: Proposed Building on property bearing S.T.S. No.218A,218B &218C of Village Bhandarkar at Patel Estate Road (approx.) Jambhavanthi.

Reference: Order in date bearing No. 14/10/2019

- 1) That all the conditions of the order in date bearing No. 14/10/2019 are complied with and the same are being submitted for approval as per amended plans dated 18/07/2019.
- 2) That the proposed building is in compliance with the provisions of the Maharashtra Regional and Town Planning Act, 1966.
- 3) That the proposed building is in compliance with the provisions of the Maharashtra Regional and Town Planning Act, 1966.
- 4) That the proposed building is in compliance with the provisions of the Maharashtra Regional and Town Planning Act, 1966.
- 5) That the proposed building is in compliance with the provisions of the Maharashtra Regional and Town Planning Act, 1966.
- 6) That the proposed building is in compliance with the provisions of the Maharashtra Regional and Town Planning Act, 1966.
- 7) That the proposed building is in compliance with the provisions of the Maharashtra Regional and Town Planning Act, 1966.
- 8) That the proposed building is in compliance with the provisions of the Maharashtra Regional and Town Planning Act, 1966.
- 9) That the proposed building is in compliance with the provisions of the Maharashtra Regional and Town Planning Act, 1966.
- 10) That the proposed building is in compliance with the provisions of the Maharashtra Regional and Town Planning Act, 1966.
- 11) That the proposed building is in compliance with the provisions of the Maharashtra Regional and Town Planning Act, 1966.
- 12) That the proposed building is in compliance with the provisions of the Maharashtra Regional and Town Planning Act, 1966.
- 13) That the proposed building is in compliance with the provisions of the Maharashtra Regional and Town Planning Act, 1966.
- 14) That the proposed building is in compliance with the provisions of the Maharashtra Regional and Town Planning Act, 1966.
- 15) That the proposed building is in compliance with the provisions of the Maharashtra Regional and Town Planning Act, 1966.
- 16) That the proposed building is in compliance with the provisions of the Maharashtra Regional and Town Planning Act, 1966.
- 17) That the proposed building is in compliance with the provisions of the Maharashtra Regional and Town Planning Act, 1966.
- 18) That the proposed building is in compliance with the provisions of the Maharashtra Regional and Town Planning Act, 1966.

C-3  
MUNICIPAL CORPORATION OF GREATER MUMBAI  
FORM 'A'  
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966  
No. CE/842/WSAK/CC/AMEND

To: M/S. Manohar Developers Limited  
Plot Estate Road, Jogheshwar (W) Mumbai - 400 102

Re: With reference to your application No. CE/842/WSAK/CC/AMEND dated 06 Oct 2018 for Development Permission and grant of Commencement Certificate under Section 44 & 45 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 34B to 37 (New) under 06 Oct 2018 of the Mumbai Municipal Corporation Act, 1966 to erect a building in Building Development work of on plot No. 1, C.T.S. No. 216A, 216B & 216C Division / Village / Town Planning Scheme No. BANDIVALI/JOGHESHWAR, situated at PATEL ESTATE ROAD Road, Sector in K/W Ward West.

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

- The land situated on/conservation of the environment of the setback line road adjoining the area form part of the public street.
- 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 occupying permission has been granted.
- The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
- This permission does not entitle you to develop land which does not vest in you.
- This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such issue shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
- This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if:-
  - 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.
  - 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.
  - 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.
- 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. A.E.(J.P.)K/AN KRAN BARI, Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 27/7/2019

Issue On: 28 Jul 2018 Valid Upto: 27 Jul 2019

Application Number

Remarks

Top of basement as per phase-I of phase programme approved on 07/07/2008

Approved By

Issue On: 11 Feb 2019 Valid Upto: 10 Feb 2020

Application Number

Remarks

Further C.C. for wing T.A up to top of 8th floor, Wings T.B, T.C & T.D up to top of 4th floor and Wings T-C up to top of 1st floor as per approved amended plan dated 30.08.2018.  
Note:- 1) All safety & precautionary measures shall be adopted while carrying out the work.  
2) The Construction & Demolition Waste shall be handled & transported to designated unloading site at Survey No. 2/25A, 2/25B of Village Jogheshwar, Talukashiba, District - Thane on 07 Nov 2018 & the compliance of all conditions of SWM/NOC dated 13.01.2019 & as per directions of Hon'ble Supreme Court shall be made.  
3) The conditions of C & D waste shall be strictly followed in the system online.

Approved By

Issue On: 25 Oct 2018 Valid Upto: 24 Oct 2019

Application Number

Remarks

Re-enforcement of C.C. for wing T.A up to top of 8th floor, T-B, T.C & T.D up to top of 4th floor and T-C up to top of 1st floor and C.C. for Wings T.A, T.B & T.D up to top of 18th floor, T.E up to top of 14th floor and T-C up to top of 1st floor as per approved amended plan dated 25/07/2019

CE/842/WSAK/CC/AMEND

Page 1 of 13th: 18-Nov-2018

Note:- 1) All safety & precautionary measures shall be adopted while carrying out the work.  
2) The Construction & Demolition Waste shall be handled & transported to designated unloading site as SWM/NOC & as per directions of Hon'ble Supreme Court shall be made.  
3) The conditions of C & D waste shall be strictly followed in the system online.

Approved By  
A.E.(J.P.)K/AN KRAN BARI  
Assistant Engineer (SP)

Issue On: 18 Nov 2018 Valid Upto: 24 Oct 2019

Application Number

Remarks

C.C. for wing T.A up to top of 4th floor, T-B, T.C & T.D up to top of 4th floor and Wings T-C up to top of 1st floor as per approved amended plan dated 25/07/2019

For and on behalf of Local Authority  
Municipal Corporation of Greater Mumbai  
Assistant Engineer Building Process  
Western Suburb K/W Ward West

To: 1. Assistant Engineer  
2. Collector Mumbai Suburban, Mumbai District

CE/842/WSAK/CC/AMEND

Page 1 of 13th: 18-Nov-2018

C-3  
MUNICIPAL CORPORATION OF GREATER MUMBAI  
FORM 'A'  
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966  
No. CE/842/WSAK/CC/AMEND

To: M/S. Manohar Developers Limited  
Plot Estate Road, Jogheshwar (W) Mumbai - 400 102

Re: With reference to your application No. CE/842/WSAK/CC/AMEND dated 06 Oct 2018 for Development Permission and grant of Commencement Certificate under Section 44 & 45 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 34B to 37 (New) under 06 Oct 2018 of the Mumbai Municipal Corporation Act, 1966 to erect a building in Building Development work of on plot No. 1, C.T.S. No. 216A, 216B & 216C Division / Village / Town Planning Scheme No. BANDIVALI/JOGHESHWAR, situated at PATEL ESTATE ROAD Road, Sector in K/W Ward West.

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

- The land situated on/conservation of the environment of the setback line road adjoining the area form part of the public street.
- 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 occupying permission has been granted.
- The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
- This permission does not entitle you to develop land which does not vest in you.
- This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such issue shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
- This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if:-
  - 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.
  - 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.
  - 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.
- 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. A.E.(J.P.)K/AN KRAN BARI, Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 27/7/2019

Issue On: 28 Jul 2018 Valid Upto: 27 Jul 2019

Application Number

Remarks

Top of basement as per phase-I of phase programme approved on 07/07/2008

Approved By

Issue On: 11 Feb 2019 Valid Upto: 10 Feb 2020

Application Number

Remarks

Further C.C. for wing T.A up to top of 8th floor, Wings T.B, T.C & T.D up to top of 4th floor and Wings T-C up to top of 1st floor as per approved amended plan dated 30.08.2018.  
Note:- 1) All safety & precautionary measures shall be adopted while carrying out the work.  
2) The Construction & Demolition Waste shall be handled & transported to designated unloading site at Survey No. 2/25A, 2/25B of Village Jogheshwar, Talukashiba, District - Thane on 07 Nov 2018 & the compliance of all conditions of SWM/NOC dated 13.01.2019 & as per directions of Hon'ble Supreme Court shall be made.  
3) The conditions of C & D waste shall be strictly followed in the system online.

Approved By

Issue On: 25 Oct 2018 Valid Upto: 24 Oct 2019

Application Number

Remarks

Re-enforcement of C.C. for wing T.A up to top of 8th floor, T-B, T.C & T.D up to top of 4th floor and T-C up to top of 1st floor and C.C. for Wings T.A, T.B & T.D up to top of 18th floor, T.E up to top of 14th floor and T-C up to top of 1st floor as per approved amended plan dated 25/07/2019

CE/842/WSAK/CC/AMEND

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Note:- 1) All safety & precautionary measures shall be adopted while carrying out the work.  
2) The Construction & Demolition Waste shall be handled & transported to designated unloading site as SWM/NOC & as per directions of Hon'ble Supreme Court shall be made.  
3) The conditions of C & D waste shall be strictly followed in the system online.

Approved By  
A.E.(J.P.)K/AN KRAN BARI  
Assistant Engineer (SP)

Issue On: 18 Nov 2018 Valid Upto: 24 Oct 2019

Application Number

Remarks

C.C. for wing T.A up to top of 4th floor, T-B, T.C & T.D up to top of 4th floor and Wings T-C up to top of 1st floor as per approved amended plan dated 25/07/2019

For and on behalf of Local Authority  
Municipal Corporation of Greater Mumbai  
Assistant Engineer Building Process  
Western Suburb K/W Ward West

To: 1. Assistant Engineer  
2. Collector Mumbai Suburban, Mumbai District

CE/842/WSAK/CC/AMEND

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C-3  
MUNICIPAL CORPORATION OF GREATER MUMBAI  
FORM 'A'  
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966  
No. CE/842/WSAK

To: Mr. Mangesh D. Phemkar of M/S. Beaseman Land Developer Limited  
Plot Estate Road, Jogheshwar (W) Mumbai - 400 102

Re: With reference to your application No. CE/842/WSAK dated 11/5/2018 for Development Permission and grant of Commencement Certificate under Section 44 & 45 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 34B to 37 (New) under 11/5/2018 of the Mumbai Municipal Corporation Act, 1966 to erect a building in Building Development work of on plot No. 1, C.T.S. No. 216A, 216B & 216C Division / Village / Town Planning Scheme No. BANDIVALI/JOGHESHWAR, situated at PATEL ESTATE ROAD Road / Street in K/W Ward West.

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

- The land situated on/conservation of the environment of the setback line road adjoining the area form part of the public street.
- 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 occupying permission has been granted.
- The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
- This permission does not entitle you to develop land which does not vest in you.
- This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such issue shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
- This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if:-
  - 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.
  - 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.
  - 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.
- 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. E4.Eng(J.P.)W.1.(K) Ward, Executive Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

Issue On: 28/7/2009 Valid Upto: 27/7/2009

Application Number

Remarks

Top of basement as per phase I of phase programme approved on 02/07/2008

Approved By

Issue On: 12/7/2019 Valid Upto: 22/7/2019

Application Number

Remarks

C.C. for entire up to top of basement i.e. 10, 0.20m AGL, for Wings T-A to T-F and C.C. up to top of basement i.e. N. 0.15m AGL, for Wings T-G as per approved amended plan dated 02/07/2008.  
Note:- 1) Developer shall not carry out deep Major excavation during rains.  
2) All safety & Precautionary measures shall be adopted while carrying out the work.  
3) The Construction & Demolition Waste shall be handled & transported to designated unloading site at JPHPT SEZ Phase-I near JPHPT Plot, Road No. SBA, Basant Garden T/1 Phase, Pannar-Uran Road, Dist. Raigarh & the compliance of all conditions of SWM/NOC dated 23/02/2019 & as per directions of Hon'ble Supreme Court shall be made.

Approved By

CE/842/WSAK

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Note:- 1) All safety & precautionary measures shall be adopted while carrying out the work.  
2) The Construction & Demolition Waste shall be handled & transported to designated unloading site as SWM/NOC & as per directions of Hon'ble Supreme Court shall be made.  
3) The conditions of C & D waste shall be strictly followed in the system online.

Approved By  
E.Eng(J.P.)W.1.(K) Ward  
Executive Engineer

Issue On: 18 Nov 2018 Valid Upto: 24 Oct 2019

Application Number

Remarks

C.C. for wing T.A up to top of 4th floor, T-B, T.C & T.D up to top of 4th floor and Wings T-C up to top of 1st floor as per approved amended plan dated 25/07/2019

For and on behalf of Local Authority  
Municipal Corporation of Greater Mumbai  
Executive Engineer Building Process  
Western Suburb K/W Ward West

To: 1. Assistant Engineer  
2. Collector Mumbai Suburban, Mumbai District

CE/842/WSAK

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38. Hazardous Waste Details						
Serial Number	Description	Est. Cost	Est. Quantity	Est. Duration	Est. Method of Disposal	Method of Disposal
1	...	...	...	...	...	...

39. Storage of chemicals (Inflammable/explosive/hazardous/toxic substances)						
Description	Quantity	Location	Capacity	Material	Storage	Remarks
...	...	...	...	...	...	...

38. Environmental Management plan Budgetary Allocation			
Serial Number	Activity	Parameter	Total cost per annum (Rs. In Lacs)
1	...	...	...

39. Operation Phase (with Break-up)			
Serial Number	Component	Description	Capital cost (Rs. In Lacs)
1	...	...	...

Serial Number	Description	Est. Cost	Est. Quantity	Est. Duration	Est. Method of Disposal	Method of Disposal
1	...	...	...	...	...	...

Serial Number	Description	Est. Cost	Est. Quantity	Est. Duration	Est. Method of Disposal	Method of Disposal
1	...	...	...	...	...	...

Serial Number	Description	Est. Cost	Est. Quantity	Est. Duration	Est. Method of Disposal	Method of Disposal
1	...	...	...	...	...	...

Serial Number	Description	Est. Cost	Est. Quantity	Est. Duration	Est. Method of Disposal	Method of Disposal
1	...	...	...	...	...	...

**MUNICIPAL CORPORATION OF GREATER MUMBAI**  
No. CE/9402/W/IAK

To,  
Shri Pawan Manglik (Architect)  
M/s. S.P. Associates,  
1001, Casapalms,  
M.G. Rd. (Suburban) X rd. no. 18/A,  
Somerath (Suburban), J.V.P.D. Scheme,  
Vileparle (W), Mumbai - 400049

Re: Proposed residential building on Plot Bearing C.T.S. No. 216A, B and C of Bandra East Village, Patel Estate Road, Jogheshwari West, Mumbai

Ref: Your entire application - 15.03.2014

Gentlemen,

There is no objection to your carrying out the work as per attached plans submitted by you vide your letter under reference for which competent authority has issued sanction, subject to the following conditions:

- All the objections of this office I.O.D. under cover no. dated 16.03.2008 shall be complied and should be complied with.
- The revised Structural Stability Certificate from appointed Licensed Structural Engineer shall be submitted for extension/additional floors.
- The work shall be carried out between 6.30 am to 10.00 pm only (as per Circular No.042/199/1744) (file dated 07.06.2016).
- The N.O.C. of A.A. & C.R. West Ward shall be submitted.
- The C.C. shall be got re-endorsed.
- The revised C.F.D. and EE (TAC) N.O.C. shall be submitted.
- The conditions mentioned in D.P. release letter u/no CH/193/DP/90/W/1 dated 04 July 2014 shall be complied with.
- Parking proposal for full potential RUT regarding the same shall be submitted.
- The Civil Aviation NOC shall be submitted.
- The 1" to 4" upper constructed commercial floors shall be demolished before starting Floor 12.
- That all the conditions of D.P. Release letter u/no Ch. R/937/DP/90/W/1 dated 04.07.2014 shall be complied before OCC.

The set of total 19 plans in terms of approval is retained herewith.

Yours faithfully,

**Executive Engineer Building Proposal (Western Suburban) "W" Ward**



**MUNICIPAL CORPORATION OF GREATER MUMBAI**  
No. CE/9402/W/IAK (for extension)

To,  
M/s. Sprague consultants  
B-106, Natesh Building,  
Mumbai Gateway Link Road,  
Mumbai (W), Mumbai - 400080

Re: Proposed on plot bearing C.T.S. No. 216A, B and C of Bandra East Village, Patel Estate Road, Jogheshwari West, Mumbai

Ref: Your application is attached in additional document.

Gentlemen,

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

- That all the conditions of IOD under cover number CE/9402/W/IAK dated 16-03-2009 shall be complied with.
- That Structural Stability Certificate from Structural Engineer shall be submitted for extension/additional floors.
- That the revised M.C.C. drawing/design, calculations shall be submitted through Licensed Structural Engineer.
- That the condition of revised bye law 491 shall be complied with.
- That the N.O.C. from Airport Authority of India shall be submitted.
- That the Janasvayam Insurance Policy in the name of site owner reference shall be submitted.
- That all the payments shall be made.
- That the C.C. shall be got re-endorsed.
- That the revised N.O.C. from H.S. shall be submitted before requesting for C.C.
- That extra water and sewerage charges will not be paid in A.E.W.W. R/West Ward before C.C.
- That NOC From A.A. & C.R. West Ward shall be submitted.
- That BWD remarks (no. CE/9402/W/IAK) shall be submitted.
- That the verification of AMIS of completed work shall be done before F.C.C. The AMIS of the respective part of the building under reference shall also be verified before F.C.C.
- That the work shall be carried out between 6.00am to 10.00pm only.
- That the dry wet garbage shall not be separated and the wet garbage generated in the building shall be treated separately as the same pit by the residents' accounts of the building in the jurisdiction of M.C.G.M. The

Attest  
Deputy Assistant Engineer  
**S.E.E.P. K.W.2**

Attest  
Deputy Assistant Engineer  
**A.E.E.P.K.W.1**

Attest  
Deputy Assistant Engineer  
**Executive Engineer Building Proposal (Western Suburban) "W" Ward**

(This document is Digital Signed & does not require signature)

Attest  
Deputy Assistant Engineer  
**S.E.E.P. K.W.2**

Attest  
Deputy Assistant Engineer  
**A.E.E.P.K.W.1**

Attest  
Deputy Assistant Engineer  
**Executive Engineer Building Proposal (Western Suburban) "W" Ward**

(This document is Digital Signed & does not require signature)





**SCHEME OF MERGER BY ABSORPTION  
OF  
BELLISSIMO LAND DWELLERS LIMITED  
INTO  
BELLISSIMO DEVELOPERS THANE PRIVATE LIMITED  
AND  
THEIR RESPECTIVE SHAREHOLDERS**

UNDER SECTIONS 230 TO 232 AND OTHER APPLICABLE PROVISIONS  
OF THE COMPANIES ACT, 2013

This Scheme of Merger by Absorption (the "Scheme") is presented under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 (including any statutory modification or re-enactment thereof) for merger of BELLISSIMO LAND DWELLERS LIMITED (hereinafter referred to as "The Transferee Company" with BELLISSIMO DEVELOPERS THANE PRIVATE LIMITED (hereinafter referred to as "The Transferor Company").

**(A) DESCRIPTION OF COMPANIES**

1.1 BELLISSIMO LAND DWELLERS LIMITED (hereinafter referred to as "BLDL" or "Transferor Company/Transferor") was originally incorporated under the Companies Act 2013, on 19<sup>th</sup> Day of September, 2013 under the name and style of "Patel Land Developers Limited" vide Corporate Identity Number U45200MH2013PLC23599. Subsequently, it changed its name to **Bellissimo Land Dwellers Limited** fresh certificate of incorporation consequent upon change of name was issued by the Registrar of Companies, Mumbai on 26<sup>th</sup> Day of September, 2013.



**PART A**

**DEFINITIONS AND SHARE CAPITAL**

**1. DEFINITIONS**

- 1.1 In this Scheme, unless repugnant to or inconsistent with the subject or context thereof, the following expressions shall have the following meanings:
- 1.1.1 "Act" or "the Act" means the Companies Act, 2013 (including any statutory modifications and re-enactments thereof) as in force from time to time.
- 1.1.2 "Appointed Date" means the 5<sup>th</sup> day of December, 2017 for the purposes of Section 232(6) of the Companies Act, 2013 and Scheme shall be effective from the aforesaid date.
- 1.1.3 "Board of Directors" or "Board" means the Board of Directors of the Transferor Company/ the Transferee Company, as the case may be, and shall include a duly constituted Committee thereof.
- 1.1.4 "Effective Date" means the date on which the certified / authorized copies of the order of the National Company Law Tribunal at Mumbai sanctioning the Scheme are filed with the Registrar of Companies, Maharashtra, Mumbai.
- 1.1.5 "BLDL" or "Bellissimo Land" or "Transferor Company" means Bellissimo Land Dwellers Limited (formerly known as Patel Land Developers Limited) bearing CIN U45200MH2013PLC23599, a public limited company incorporated under the provisions of the



including pertaining to expenditures, allowances, privileges, benefits, advantages, exemptions and all the right, title, interest, goodwill, benefits and advantages, deposits, reserves, preliminary expenses, benefits of deferred mortgage expenditure, provision, advances, receivables, deposits, funds, cash, bank balances, accounts and all other rights, benefits of all agreements, subsidies, grants, incentives, tax credits (including but not limited to credit in respect of income tax, minimum alternate tax i.e. tax on book profits, fringe benefits tax, value added tax, sales tax, service tax, etc.), tax benefits, tax losses (unabated allowances) and other claims and powers, all books of accounts, documents and records of whatever nature and where as ever situated belonging to or in the possession of or granted in favour of or enjoyed by the Transferor Company as on the date immediately preceding the Appointed Date.

1.1.6 All the debts, present and future liabilities, payables, contingent liabilities, duties and obligations (including statutory rights/obligations under any agreement, contracts, applications, letters of intent or any other contracts) as on the date immediately preceding the Appointed Date, and

1.1.7 All employees on the payroll of the Transferor Company as on the closing hours of the date immediately preceding the Effective Date.

It is intended that the definition of Undertaking under this Scheme would enable the transfer of all property, assets, rights, duties, employees and liabilities of Transferor Company into Transferor Company pursuant to this Scheme.

The expressions which are used in this Scheme and not defined in the Scheme shall, unless repugnant or contrary to the context, have the same meanings ascribed to them under the Act and other applicable laws, rules, regulations, by-laws, as the case may be.



December, 2017. The registered office of BLDL is situated at 412, Floor-4, 170 Varadhan Chamber Cawasji Patel Road, Horniman Circle, Fort, Mumbai, Maharashtra - 400001. BLDL is engaged in the business of engaged in the business of Contractor and Development of Real Estate and Allied Activities.

1.2 BELLISSIMO DEVELOPERS THANE PRIVATE LIMITED (hereinafter referred to as "BDTPL" Transferor/Transferor Company) was originally incorporated under the Companies Act 1956, on the 1<sup>st</sup> Day of September, 2012 under the name and style of **Lotha Realty and Technologies Private Limited** vide Corporate Identity Number U45200MH2012PTC23599. Subsequently, it changed its name to **Lotha Realty and Technologies Private Limited** and a fresh certificate of incorporation consequent upon change of name was issued by the Registrar of Companies, Mumbai on 26<sup>th</sup> September, 2012. Subsequently, it changed its name to **Bellissimo Developers Thane Private Limited** and a fresh certificate of incorporation consequent upon change of name was issued by the Registrar of Companies, Mumbai on 1<sup>st</sup> April, 2017 and subsequently **Bellissimo Developers Thane Private Limited** and a fresh certificate of incorporation consequent upon change of name was issued by the Registrar of Companies, Mumbai on 26<sup>th</sup> January, 2018. The registered office of BDTPL is situated at 412, Floor-4, 170 Varadhan Chamber Cawasji Patel Road, Horniman Circle, Fort Mumbai, Maharashtra - 400001, India. BDTPL is engaged in the business of engaged in the business of Contractor and Development of Real Estate and Allied Activities.



Companies Act, 2013 on 19<sup>th</sup> Day of September, 2013 and having its registered office at 412, Floor 4, 170 Varadhan Chamber Cawasji Patel Road, Horniman Circle, Fort Mumbai - 400001, Maharashtra, India.

- 1.1.6 "BDTPL" or "Bellissimo Developers" or "The Transferor Company" means Bellissimo Developers Thane Private Limited (formerly known as Lotha Developers Thane Private Limited) bearing CIN U45200MH2012PTC23599, a private limited company incorporated under the provisions of the Companies Act, 1956 on the 1<sup>st</sup> Day of September, 2012 and having its registered office at 412, Floor 4, 170 Varadhan Chamber Cawasji Patel Road Horniman Circle, Fort Mumbai - 400001, Maharashtra, India.
- 1.1.7 "Governmental Authority" means any applicable Central, State or local Government, legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board, bureau or instrumentality thereof or institution or arbitral body having jurisdiction.
- 1.1.8 "National Company Law Tribunal" means the Mumbai Bench of National Company Law Tribunal of jurisdiction at Mumbai in Maharashtra having jurisdiction in relation to BLDL and BDTPL or such other competent authority under the provisions of Sections 230 to 232 of the Act, as the case may be.
- 1.1.9 "Scheme" or "this Scheme" or "this Scheme of Merger" means this Scheme of Merger by Absorption for merger of BLDL with BDTPL (including any modification or re-enactment thereof) as in force from time to time.



**2. DATE OF TAKING EFFECT**

The Scheme set out herein is in present form or with any modification(s) approved or imposed or directed by the National Company Law Tribunal under Clause 17 of the Schemeshall be effective from the Appointed Date but shall become operative from the Effective Date.

The merger of the Transferor Company with the Transferee Company shall be in accordance with Section 2(1)(b) of the Income-tax Act, 1961.

**3. SHARE CAPITAL**

3.1 The Share Capital structure of the Transferor Company as per the last audited accounts for the year ended as on March 31, 2017 is as under:

Particulars	Amount in Rs
<b>Authorized</b>	
33,33,000 Equity shares of Rs. 10/- each	3,33,00,000/-
<b>Total</b>	<b>3,33,00,000/-</b>
<b>Issued, Subscribed and Paid-up</b>	
7,10,000 Equity shares of Rs. 10/- each	71,00,000/-
<b>Total</b>	<b>71,00,000/-</b>

Subsequent to 31<sup>st</sup> March, 2017, and up to the date of filing of this Scheme by the Board of the Transferor Company, there has been no change in the Authorized, Issued, Subscribed and Paid up Share Capital of the Transferor Company.



**(B) RATIONALE AND PURPOSE OF THE SCHEME**

The merger of the Transferor Company with the Transferee Company would result into the following benefits:

- (i) Consolidation and simplification of group structure;
- (ii) Achieving operational and management efficiency by way of consolidation of business;
- (iii) Post the merger of Transferor Company with Transferee Company, Transferee Company shall stand dissolved. Consequently, there would be lesser regulatory and legal compliance obligations including accounting, reporting requirements, statutory requirements, tax filings, company law requirements and therefore reduction in administrative costs.

In view of the aforesaid, the Board of Directors of the Transferor Company as well as the Board of Directors of the Transferee Company have considered and proposed the Merger between the Transferor Company with the Transferee Company.

This Scheme also provides for various other matters consequential or otherwise integrally connected therewith.

For sake of convenience this Scheme is divided into following parts:

- Part A:** Dealing with definitions and share capital;
- Part B:** Dealing with merger by absorption of BELLISSIMO LAND DWELLERS LIMITED with BELLISSIMO DEVELOPERS THANE PRIVATE LIMITED;
- Part C:** Dealing with general terms and conditions;
- Part D:** Dealing with Other Terms & Conditions



Scheme or any modifications approved or directed by the National Company Law Tribunal or any other Government Authority.

1.1.10 "Undertaking" means and includes the whole of the undertaking / business of Transferor Company as a going concern, being carried on by Transferor Company and shall include (without limitation):

- (a) All the assets and properties, whether movable or immovable, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible, present or contingent and including but not limited to land and building, all fixed and movable plant and machinery, vehicles, fixed assets, work in progress, current assets, investments, reserves, provisions, funds, loans, mortgages, membership of professional associations, other associations and clubs, certificates, permissions, contracts, approvals from state, central, municipal or any other authority for the time being in force, covenants (including but not limited to income tax, excise duty, service tax or customs, and other incentives of any nature whatsoever), remissions, remedies, advices, guarantees, bonds, copyrights, patents, trade names, trade-marks and other rights and licenses including any applications in respect thereof, warranty rights, leasehold rights, premises, ownership fees, hire purchase, leasing arrangements, benefits of security arrangements, security of tenure, etc.

3.2 The Share Capital structure of the Transferor Company as per the last audited balance sheet as on March 31, 2017 is as under:

Particulars	Amount in Rs
<b>Authorized</b>	
33,000 Equity shares of Rs. 10/- each	3,30,000/-
<b>Total</b>	<b>3,30,000/-</b>
<b>Issued, subscribed and fully paid up</b>	
33,000 Equity shares of Rs. 10/- each	3,30,000/-
<b>Total</b>	<b>3,30,000/-</b>

Subsequent to 31<sup>st</sup> March, 2017, and up to the date of filing of this Scheme by the Board of the Transferor Company, there has been no change in the Authorized, Issued, Subscribed and Paid up Share Capital of the Transferor Company.

Further, the entire equity share capital of the Transferor Company is held by the Transferee Company i.e. the BLDL is wholly owned subsidiary of the BDTPL.



**TABLE  
MERGER OF THE TRANSFEROR COMPANY WITH THE  
TRANSFeree COMPANY**

Merger of BDL with BHTPL as a going concern shall be in the following manner:

**4. COMPLIANCE WITH TAX LAWS**

- 4.1 This Scheme has been drawn up to comply with the conditions Merger as specified under Section 2(13) of the Income-tax Act, 1961 and other relevant provisions of the Income-tax Act, 1961 involving merger as aforesaid. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said section at a later date including resulting from a retrospective amendment of law or for any other reason whatsoever, till the time the Scheme becomes effective, the provisions of the said section of the Income-tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(13) of the Income-tax Act, 1961 and other relevant provisions of the Income-tax Act, 1961.
- 4.2 On or after the Effective Date, the Transferor Company and the Transferee Company are expressly permitted to revise their financial statements and returns along with prescribed forms, filings and documents under the Income-tax Act, 1961, Wealth-tax Act, 1957 including for the purpose of re-computing tax on book profits, fringe benefit tax, wealth tax purposes and claiming other tax benefits, service tax law and other tax laws and to claim refunds and/or credits for taxes paid, and to claim tax benefits, etc., and for matters incidental thereto, if required to give effect to the provisions of the Scheme from the Appointed Date.
- 4.3 All tax assessment proceedings/ appeals of whatsoever nature by



**5. TRANSFER AND VESTING OF THE TRANSFEROR COMPANY INTO TRANSFeree COMPANY**

Subject to the provisions of this Scheme as specified herein and with effect from the Appointed Date, the entire undertaking of the Transferor Company shall be transferred to and vested in or be deemed to be transferred to and vested in the Transferee Company in the following manner:

- 5.1 The Undertakings of the Transferor Company comprising its business, all assets and liabilities of whatsoever nature and where-soever situated, shall, under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act or deed save as provided in clauses 5.2 and 5.3 below, be transferred to and vested in and/or be deemed to be transferred to and vested in the Transferee Company as a going concern so as to become as from the Appointed Date the undertaking of the Transferee Company and to vest in the Transferee Company all the rights, title, interest or obligations of the Transferor Company therein.
- 5.2 All the movable assets of the Transferor Company, capable of passing by physical delivery or by endorsement and delivery, shall be so transferred to the Transferee Company and deemed to have been physically handed over by physical delivery or by endorsement and delivery, in the case may be, without the need to execute any separate instrument, to the Transferee Company to the end and intent that the property and benefit thereof pass to the Transferee Company with effect from the Appointed Date.
- 5.3 In respect of any assets of the Transferor Company, other than those mentioned in Sub-Clause 5.2 above, including sundry debtors, deferred tax asset, outstanding loans and advances, if any, receivable in cash or kind, for value to be received, bank balances and deposits, if any, with the Government, semi-Government, local and other authorities and bodies,



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GENERAL TERMS AND CONDITIONS	
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**6. CONTRACTS, DEBTS, BONDS AND OTHER INSTRUMENTS**

- 6.1 Upon the coming into effect of this Scheme and subject to the provisions of the Scheme and without any further act of the parties, all memoranda of understanding, contracts (including but not limited to customer contracts, service contracts and supplier contracts), schemes, assurances, licenses, insurance policies, guarantees, debts, bonds, agreements, arrangements and other instruments (including all securities, leases, and other securities in favor of the Transferor Company) powers or authorities granted by or to (i) of whatsoever nature to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible and which are subsisting or having effect immediately before the Effective Date, shall continue in full force and effect against or in favor of the Transferee Company as the case may be, and may be enforced as fully and effectively as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligor or obligee therein.
- 6.2 The Transferee Company shall, if so required or becomes necessary, upon the coming into effect of this Scheme enter into and/or issue and/or execute deeds, writings or confirmations to give effect to the provisions of this Scheme and to the extent that the Transferee Company is required prior to the Effective Date to sign in such deeds, writings or confirmations, the Transferee Company shall be entitled to act for and on behalf of and in the name of the Transferor Company, as the case may be.

**7. LEGAL PROCEEDINGS**

If any legal proceedings including but not limited to suits, summary suits, judgments, petitions, appeals or other proceedings of whatsoever nature



of the Transferor Company pending and/or arising at the Appointed Date and relating to the Transferor Company shall be continued and/or enforced until the Effective Date as desired by the Transferee Company. As and from the Effective Date, the tax proceedings shall be continued and enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company.

Further, the aforesaid proceedings shall not abate or be discontinued nor be in any way prejudicially affected by reason of the Merger of the Transferor Company with the Transferee Company or anything contained in the Scheme.

- 4.4 Any tax liabilities under the Income-tax Act, 1961, Wealth-tax Act, 1957, Customs Act 1962, Service Tax laws, applicable State Value Added Tax laws or other applicable laws/regulations dealing with taxes/duties/levies allowable or related to the Transferor Company to the extent not provided for or covered by tax provisions in the accounts made as on the date immediately preceding the Appointed Date shall be transferred to Transferee Company. Any surplus in the provision for taxation / duties/levies account including advance tax and tax deducted at source as on the date immediately preceding the Appointed Date will also be transferred to the account of the Transferee Company.
- 4.5 Any refund under the Income-tax Act, 1961, Wealth-tax Act, 1957, Customs Act 1962, Service Tax laws, applicable State Value Added Tax laws or other applicable laws/regulations dealing with taxes/duties/levies allowable or related to the Transferor Company and due to the Transferor Company consequent to the assessment made on the Transferor Company for which a credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also bring in and be available to the Transferee Company.



instruments and other persons, the same shall, without any further act, instrument or deed, be transferred to and stand vested in and/or be deemed to be transferred to and stand vested in the Transferee Company under the provisions of Sections 230 to 232 of the Act.

- 5.4 With effect from the Appointed Date, all debts, liabilities (including deferred tax liabilities and contingent liabilities) shown and obligations of the Transferor Company, as on the Appointed Date whether provided for or not in the books of accounts of the Transferor Company, and all other liabilities which may accrue or arise after the Appointed Date but which relate to the period on or upto the day of the Appointed Date shall, pursuant to the Orders of the National Company Law Tribunal or such other competent authority as may be applicable under provisions of the Act, without any further act or deed, be transferred or deemed to be transferred to and vested in the Transferee Company, so as to become as from the Appointed Date the debts, liabilities (including deferred tax liabilities and contingent liabilities), dues and obligations of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company.
- 5.5 Without prejudice to the above provisions, with effect from the Appointed Date, all inter-party transactions between the Transferor Company and the Transferee Company shall be considered as intra-party transactions for all purposes from the Appointed Date.

**6. CONSIDERATION**

As the Transferor Company is a wholly-owned subsidiary of the Transferee Company, no consideration shall be payable pursuant to the Merger of the Transferor Company with the Transferee Company, and the equity shares held by the Transferee Company in the Transferor Company shall stand cancelled without any further act, application or deed.



by or against the Transferor Company as on the Effective Date, the same shall not abate or be discontinued nor be in any way prejudicially affected by reason of the Merger of the entire business and Undertaking of the Transferor Company with the Transferee Company or anything contained in the Scheme, but the proceedings shall be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as they would or might have been continued, prosecuted or enforced by or against the Transferor Company, if the Scheme had not been made. On and from the Effective Date, the Transferee Company may initiate any legal proceeding for and on behalf of the Transferor Company.

**10. EMPLOYEES OF TRANSFEROR COMPANY**

- 10.1 On the Scheme coming into effect, all staff, workmen and employees (including those on sabbatical / maternity leave) of the Transferor Company in service on the Effective Date shall be deemed to have become staff, workmen and employees of the Transferee Company with effect from the Effective Date without any break or interruption in their service and on the terms and conditions not less favourable than those applicable to them with reference to the Transferee Company on the Effective Date, if any.
- 10.2 It is expressly provided that, in so far as the Gratuity Fund, Provident Fund, Super Annuity Fund or any other Special Schemes (Funds) (hereinafter referred as "Fund or Funds") created or existing for the benefit of the staff, workmen and employees of the Transferor Company is concerned, upon the Scheme coming into effect, the Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever in relation to the administration or operation of such Fund or Funds or in relation to the obligation to make contributions to the said Fund or Funds in accordance with the provisions thereof as per the terms provided in the



- 6.6 All taxes/credits including income tax, tax on book profits, credit on Minimum Alternate Tax under section 113A of the Income-tax Act, 1961, sales tax, excise duty, custom duty, service tax, value added tax, etc. paid or payable by the Transferor Company in respect of the operations and/or the profits of the undertaking before the Appointed Date, shall be on account of the Transferee Company and, in so far as it relates to the tax payment (including, without limitation, income tax, tax on book profits, sales tax, excise duty, custom duty, service tax, value added tax, etc.) whether by way of deductive at source, advance tax, MAT credit or otherwise however, by the Transferee Company in respect of the profits or activities or operations of the business after the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly. Further, any tax deducted at source by the Transferee Company/ Transferee Company on payables to Transferor Company/ the Transferee Company respectively which has been deemed not to be account, shall be deemed to be advance taxes paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly.
- 6.7 Obligation for deduction of tax at source on any payment made by or to be made by the Transferee Company under the Income-tax Act, 1961, Wealth-tax Act, 1957, service tax laws, customs law, state value added tax or other applicable laws / regulations dealing with taxes/duties / levies shall be made or deemed to have been made and duly complied with by the Transferee Company.
- 6.8 Without prejudice to the generality of the above, all benefits, incentives, loans, credits (including, without limitation income tax, tax on book profits, service tax, applicable state value added tax etc.) to which the Transferee Company are entitled to in terms of applicable laws, shall be available to and vest in the Transferee Company.



**7. ACCOUNTING TREATMENT**

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

- 7.1 All the assets, liabilities and reserves in the books of the Transferor Companies shall stand transferred to and vested in the Transferee Company pursuant to the Scheme shall be recorded by the Transferee Company at their carrying amount as appearing in the books of the Transferor Companies.
- 7.2 Inter-company balances, loans and advances, investments and transactions (if any) shall stand cancelled.
- 7.3 The difference, if any, between the amount recorded as share capital issued plus any additional contribution in the form of cash or other assets and the amount of share capital of the transferee shall be transferred to capital reserve and should be preserved separately from other capital reserves.
- 7.4 In case of any differences in the accounting policies between the Transferor Companies and the Transferee Company, the impact of the same till the Appointed Date of Merger will be quantified and adjusted in the reserves of the Transferee Company to ensure that the financial statements of the Transferee Company reflect the true financial position on the basis of consistent accounting policies.

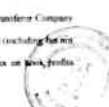


respective Fund or Funds, if any, to the end and intent that all rights, duties, powers and obligations of the Transferor Company in relation to such Fund or Funds shall become those of the Transferee Company and all the rights, duties and benefits of the staff, workmen and employees of the Transferor Company under such Fund or Funds shall be protected subject to the provisions of law for the time being in force. It is clarified that the services of the staff, workmen and employees of the Transferee Company will be treated as having been continuous for the purpose of the said Fund or Funds and for other benefits such as long service awards, if any.

- 10.2 In so far as the Fund or Funds created or existing for the benefit of the employees of the Transferor Company are concerned upon the coming into effect of this Scheme, balances lying in the accounts of the employees of the Transferor Company in the said Fund or Funds as on the Effective Date shall stand transferred from the respective Fund or Funds of the Transferor Company to the corresponding Fund or Funds set up by the Transferee Company, if any.

**11. BUSINESS AND PROPERTY IN TRUST FOR TRANSFeree COMPANY**

- 11.1 With effect from the Appointed Date upto and including the Effective Date,
  - (a) The Transferee Company shall carry on and be deemed to have carried on their respective business and activities and shall stand possessed of whole of their respective undertaking, in trust for the Transferee Company and shall account for the same to the Transferee Company.
  - (b) Any income or profit accruing or arising to the Transferee Company and all costs, charges, expenses and losses or taxes (including but not limited to advance tax, tax deducted at source, tax on book profits,



credit, loans withheld/paid in a foreign country, etc.) incurred by the Transferee Company shall for all purposes be treated as the income, profit, costs, charges, expenses and losses or taxes, as the case may be, of the Transferee Company and shall be available to the Transferee Company for being disposed off in any manner as it thinks fit.

11.2. With effect from the Appointed Date, all debts, liabilities, duties and obligations of the Transferee Company as on the close of business hours on the date preceding the Appointed Date, whether or not provided in the books of the Transferee Company and all liabilities, debts, duties, obligations which arise or accrue on or after the Appointed Date shall be deemed to be the debts, liabilities, duties and obligations of the Transferee Company.

**12. CONDUCT OF BUSINESS UNTIL THE EFFECTIVE DATE**

With effect from the Appointed Date and upto including the Effective Date:

12.1. The Transferee Company shall carry on and be deemed to have been carrying on its business and activities and shall retain possession of and hold all of the Undertaking for and on account of and for the benefit of and in trust for the Transferee Company. The Transferee Company hereby undertakes to hold the said assets with utmost prudence until the Effective Date.

12.2. The Transferee Company shall carry on its business and activities with reasonable diligence, business prudence and shall not without the prior consent in writing of any of the persons authorized by the Board of Directors of the Transferee Company, (i) sell, alienate, charge, mortgage, encumber or otherwise deal with or dispose of the assets comprising the Undertaking or any part thereof or undertake any financial commitments of

any nature whatsoever, except in the ordinary course of business (ii) not shall it undertake any new business or substantially expand its existing business.

12.3. All the profits or income accruing or arising to the Transferee Company or expenditure or losses arising to or incurred or suffered by the Transferee Company, with effect from the said Appointed Date shall for all purposes and interests be treated and be deemed to be and accrue as the profits, incomes, costs, charges, expenditure or losses of the Transferee Company, as the case may be.

12.4. All taxes of any nature, duties, cess or any other like payments or deductions made by the Transferee Company to any Statutory Authorities such as Income Tax (including advance tax and Tax Deducted at source and Minimum Alternate Tax (MAT) credit), Service Tax, Customs Duty, VAT or any tax deducted / collected at source relating to the period after the Appointed Date and up to the Effective Date shall be deemed to have been on account of or on behalf of or paid by the Transferee Company and the relevant authorities shall be bound to transfer to the account of and give credit for the same to the Transferee Company upon the passing of the order in the Scheme by National Company Law Tribunal upon relevant proof and documents being provided to the said authorities to this effect. The Transferee Company shall not alter its equity capital structure either by fresh issue of shares or convertible securities (as a rights issue or by way of bonus shares or otherwise) or by any decrease, reduction, reclassification, sub-division, consolidation, re-organization or in any other manner, except by and with the consent of the Board of Directors of the Transferee Company.

12.5. The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Central Government and all other appropriate departments and authorities concerned as are necessary under any applicable

such accounts, approvals and sanctions which the Transferee Company may require to carry on the business of the Transferee Company.

**13. SAVING OF CONCLUDED TRANSACTIONS**

The transfer and vesting of the entire business and Undertaking of the Transferee Company pursuant to this Scheme, and the continuance of proceedings under Clause V above shall not affect any transaction or proceedings already concluded by the Transferee Company or its officers after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferee Company in respect thereof, as if done and executed on its behalf.

**14. COMBINATION OF AUTHORISED CAPITAL**

14.1. Upon the Scheme becoming effective, the authorized share capital of the Transferee Company shall automatically stand increased without any further act, instrument or deed on the part of the Transferee Company including payment of stamp duty and fees payable to Registrar of Companies, by the authorized share capital of the Transferee Company combined amounting to Rs. 100,00,000/- (Rupees One Lakh only) comprising of 10,000 (Ten Thousand) Equity Shares of Rs 10/- (Rupee Ten only), the Memorandum of Association and Articles of Association of the Transferee Company (relating to the authorized share capital) shall, without any further act, instrument or deed, be and stand altered, modified, and amended, and the consent of the shareholders of the Transferee Company to the Scheme, whether at a meeting or otherwise, shall be deemed to be sufficient for the purposes of effecting this amendment, and no further resolutions under Sections 13, 61, 14 of the Companies Act, 2013 and section 232 of the Companies Act 2013 and other applicable

provisions of the Act would be required to be separately passed, as the case may be and for this purpose the stamp duties and fees paid on the authorized share capital of the Transferee Company shall be utilized and applied to the increased authorized share capital of the Transferee Company and there would be no requirement for any further payment of stamp duty and/or fee by the Transferee Company for increase in the authorized share capital in this extent.

14.2. Pursuant to the Scheme becoming effective and consequent Merger of the Transferee Company into the Transferee Company, the authorized share capital of the Transferee Company will be as under:

Particulars	Amount (Rs)
Authorized share capital	
10,00,000 Equity shares of Rs. 10/- each	1,00,00,000/-
<b>Total</b>	<b>1,00,00,000/-</b>

It is clarified that the approval of the members of the Transferee Company to the Scheme, whether at a meeting or otherwise, shall be deemed to be their consent / approval also to the amendment of the Memorandum of Association of the Transferee Company as may be required under the Act, and Clause V of the Memorandum of Association of the Transferee Company shall stand substituted by virtue of the Scheme to read as follows:

**Clause V of the Memorandum of Association of the Transferee Company -**

(a) "The authorized share capital of the company is Rs. 1,00,00,000/- divided into 10,00,000 (Ten/Lakhs Twenty Thousand Equity Shares of Rs 10/- (Rupee Ten only) each with rights, privileges, and conditions attaching thereto as are provided by the regulations of the

company for the time being, with power to increase and reduce the capital of the company and 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 be determined by or in accordance with the Articles of Association of the Company for the time being and to vary, modify or abrogate any such right, privilege or condition in such manner as may for the time being be permitted by the Act or by the Articles of Association of the Company.

**PART II**

**DEALS WITH OTHER TERMS AND CONDITIONS**

**15. DISSOLUTION OF THE TRANSFEROR COMPANY**

15.1. On the Scheme becoming effective, the Transferee Company shall stand dissolved without being wound up and without any further act by the parties.

15.2. On and with effect from the Effective Date, the names of the Transferee Company shall be struck off from the records of the appropriate Registrar of Companies. The Transferee Company shall make necessary filings in this regard.

15.3. Even after the Scheme becoming effective, the Transferee Company shall be entitled to operate all bank accounts relating to Transferee Company and retain all assets and complete and enforce all pending contracts and transactions in the name of Transferee Company/insofar as may be necessary until the transfer and vesting of rights and obligations of the Transferee Company to the Transferee Company under the Scheme is formally effected by the parties concerned.

not being sanctioned by the National Company Law Tribunal and the order or orders of the National Company Law Tribunal shall be deemed to be null and void upon by the respective Board of Directors of the Transferee Company and the Transferee Company (who are hereby empowered and authorized to agree to and extend the aforesaid period from time to time without any limitation in exercise of their powers though and by their respective delegates), this Scheme shall stand revised, cancelled and be of no effect.

20.2. The Boards of Directors of the Transferee Company and the Transferee Company shall be entitled to revoke, cancel and declare the Scheme of no effect if they are of the view that the coming into effect of the Scheme could have adverse implications on the Transferee Company and/or the Transferee Company.

20.3. If any part of this Scheme hereto is invalid, void (legal) by the National Company Law Tribunal, or unenforceable under present or future laws, then it is the intention of the Transferee Company and the Transferee Company that such part shall be severable from the remainder of the Scheme.

**21. COSTS, CHARGES AND EXPENSES**

All costs, charges and expenses (including, but not limited to, any taxes and duties, stamp duty, registration charges, etc.) of payable by the Transferee Company and the Transferee Company in relation to or in connection with the Scheme and incidental to the completion of the Merger of the Transferee Company with the Transferee Company in pursuance of this Scheme shall be borne and paid by the Transferee Company.

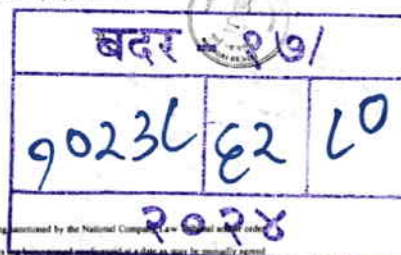
**16. APPLICATIONS/PETITIONS TO THE NATIONAL COMPANY LAW TRIBUNAL AND APPROVALS**

16.1. The Transferee Company shall, with all reasonable dispatch, make application / petition to the National Company Law Tribunal or such other appropriate authority under Sections 230 to 232 and other applicable provisions of the Act, seeking orders for dispensing with its convening, holding and conducting of the meetings of the respective classes of the members and/or creditors of the Transferee Company as may be directed by the National Company Law Tribunal or such other appropriate authority.

**17. MODIFICATIONS/AMENDMENTS TO THE SCHEME**

17.1. The Transferee Company and the Transferee Company, through their Directors or Committee of Directors or through any Director(s) or Company Secretary authorized in that regard, may consent on behalf of all persons concerned, to any modifications or amendments of this Scheme or to any conditions which the National Company Law Tribunal and/or any other Authorities under law may deem fit to approve of or impose to which may otherwise be considered necessary or desirable for settling any question or doubt or difficulty that may arise in carrying out this Scheme and do all acts, deeds and things as may be necessary, desirable or expedient for putting this Scheme into effect, subject to approval of Hon'ble/National Company Law Tribunal.

17.2. For the purpose of giving effect to this Scheme or to any modification, amendment or condition thereof, the Directors of the Transferee Company are authorized to give such directions and/or to take such steps as may be necessary to give effect to this Scheme or to any modification, amendment or condition thereof, and to do all acts, deeds and things as may be necessary, desirable or expedient for putting this Scheme into effect, subject to approval of Hon'ble/National Company Law Tribunal.



Certified True Copy  
Date of Application: 06.04.2024  
Number of Pages: 74  
Fee Paid Rs.: 150  
Applicant called for verification copy on: 11.04.2024  
Copy prepared on: 11.04.2024  
Copy issued on: 11.04.2024  
Auditor-Registrar  
National Company Law Tribunal, Mumbai Bench

**18. VALIDITY OF EXISTING RESOLUTIONS, ETC**

Upon the coming into effect of the Scheme, the resolutions of the Transferee Company as are considered necessary by the Board of Directors of the Transferee Company which are validly submitted be considered as resolutions of the Transferee Company. If any such resolutions have any monetary limits approved under the provisions of the Act or of any other applicable statutory provisions, then the said limits, as are considered necessary by the Board of Directors of the Transferee Company, shall be added to the limits, if any, under the like resolutions passed by the Transferee Company.

**19. SCHEME CONDITIONAL ON APPROVALS/SANCTIONS**

19.1. The Scheme is conditional upon and subject to:

19.1.1. Approval of the Scheme by the requisite majority of each class of the respective members and creditors of the Transferee Company and the Transferee Company, if applicable, in terms of the applicable provisions of the Act;

19.1.2. Sanctions and orders under the provisions of Section 230 read with Section 232 of the Act being obtained by the Transferee Company and the Transferee Company from the National Company Law Tribunal;

19.1.3. The certified or authenticated copies of the orders of the National Company Law Tribunal sanctioning this Scheme being filed with the appropriate Registrar of Companies.

**20. EFFECT OF NON RECEIPT OF APPROVALS/SANCTIONS**

20.1. In the event of any of the said approvals referred to in Clause 19 above not being obtained and/or complied with and/or satisfied under this Scheme



BEFORE THE NATIONAL COMPANY LAW TRIBUNAL, MUMBAI BENCH  
**COMPANY SCHEME PETITION NO. 1474 OF 2018**  
**IN**  
**COMPANY SCHEME APPLICATION NO. 63 OF 2018**  
**IN THE MATTER OF COMPANIES ACT 2013;**  
**AND**  
**UNDER SECTIONS 230 TO 232 OF THE COMPANIES ACT, 2013.**

In the matter of Scheme of Merger by Absorption of Bellissimo Land Dwellers Limited Into Bellissimo Developers Thane Private Limited And their respective shareholders.

**Bellissimo Developers Thane Private Limited**  
**...Second Transferee Company / Petitioner Company**



CERTIFIED COPY OF ORDER DATED 5<sup>TH</sup> DAY OF JULY, 2018 ALONG WITH SCHEME ANNEXED TO PETITION.

**AJIT SINGH TAWAR & CO.**  
**ADVOCATES FOR THE PETITIONER**



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

Corporate Identification Number (CIN): U45300MH1999PLC000441  
 I hereby certify that the name of the company has been changed from **LODHA DEVELOPERS LIMITED** to **MAJESTIC DEVELOPERS LIMITED** with effect from the date of this certificate and that the company is limited by shares.  
 Company was originally incorporated with the name **LODHA DEVELOPERS PRIVATE LIMITED**  
 Given under my hand at Mumbai this Twenty fourth day of May two thousand eighteen.

**V. S. SAHAYAN**  
 Registrar of Companies  
 Mumbai

Mailing Address as per record available in Registrar of Companies office:  
**MAJESTIC DEVELOPERS LIMITED**  
 412, Floor-4, 70, Vardhaman Chattram, Cawasji Patel Road, Horniman Circle, Fort, Mumbai, Maharashtra, India, 400002

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL, MUMBAI BENCH  
 C.P. (CAA)/3137/MB/2018

**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL, MUMBAI BENCH**

C.P. (CAA)/3137/MB/2018

Under Sections 230 to 232 of the Companies Act, 2013

In the matter of

**Bellissimo Developers Thane Private Limited**  
 (First Petitioner Company / Transferor Company)

**Lodha Developers Limited**  
 (Second Petitioner Company / Transferee Company)

Order Delivered on 2<sup>nd</sup> day of November, 2018

**Coram:**  
 Hon'ble M.K. Shrivast, Member (I)

**For the Petitioners:**  
 Mr. Ajit Singh Tawar (b) Ajit Singh Tawar & Co., Advocates for Petitioners

**For the Regional Director:**  
 S Ramasairathi, Joint Director (WR)

**For the Official Liquidator:**  
 M N Mangutkar, Representative from the office of Official Liquidator

Per - M.K. Shrivast, Member (I)

**COMMON ORDER**

1. The sanction of this Tribunal is sought under Sections 230 to 232 of the Companies Act, 2013, to the Scheme of Merger by Absorption of Bellissimo Developers Thane Private Limited (Transferor Company) into Lodha Developers Limited (Transferee Company) and their respective shareholders.

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL, MUMBAI BENCH  
 C.P. (CAA)/3137/MB/2018

- The Petitioner Companies have approved the said Scheme by passing the Board Resolutions dated 19<sup>th</sup> day of March, 2018, which are annexed to the Joint Company Scheme Petition and that thereafter they have approached the Tribunal for sanction of the Scheme.
- The Transferor Company is engaged in the business of construction and development of real estate and allied activities.
- The Transferee Company is engaged in the business of construction and development of real estate and allied activities.
- The merger of the Transferor Company with the Transferee Company would, inter-alia, have the following benefits:
  - Synergies arising out of consolidation of business, such as enhancement of net worth of the combined business to capture an future growth potential, optimal utilisation of resources;
  - Achieving operational efficiencies and management efficiencies; and
  - Reducing operational and compliance cost.
- The Authorized Share Capital of the Transferor Company is Rs.3,52,00,000/- comprising of 35,20,000 Equity shares of Rs.10 each. The Issued, Subscribed and Paid-up Share Capital is Rs.11,30,00,000/- comprising of 7,10,000 Equity Shares of Rs. 10 each.
- The Authorized Share Capital of the Transferee Company is Rs.10,13,180,000/- comprising of 1,022,001,750 Equity shares of Rs. 10/- each and 11,116,250 Preference shares of Rs. 10/- each. The Issued, Subscribed and Paid-up Share Capital is Rs.395,87,80,000/- comprising of 395,878,000 Equity shares of Rs. 10/- each.
- Presently, the entire Issued, Subscribed and Paid-up Share Capital of the Transferor Company is held by Transferee Company.
- The averments made in the petition and the submissions made by the Learned Counsel for the Petitioner Companies are:

The Petitioner Companies have complied with all requirements as per directions of Tribunal and they have filed necessary Affidavits of Compliance of the statutory requirements along with the Scheme of Merger.

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BEFORE THE NATIONAL COMPANY LAW TRIBUNAL, MUMBAI BENCH  
 C.P. (CAA)/3137/MB/2018

- required under the Companies Act, 2013 and the rules made thereunder whichever is applicable.
- The Regional Director has filed its report dated 25<sup>th</sup> day of October, 2018 and has stated that save and except as stated in paragraph IV (a) to (f) of the said Report, it appears that the Scheme is not prejudicial to the interest of shareholders and public.  
 Paragraph IV, of the said report reads as follows:
  - In addition to compliance of AS-14 (IND AS-102), the Transferee Company shall pass such accounting entries which are necessary in connection with the scheme to comply with other applicable Accounting Standards such as AS-5 (IND AS-6) etc..
  - As per Part-I Definition Clause 1.3 of the Scheme, "Appointed Date" means the 1<sup>st</sup> day of April 2017 or such other date as may be fixed or approved by the NCLT. In this regard, it is submitted in terms of provisions of section 232(6) of the Companies Act, 2013 it shall be 1<sup>st</sup> day of April 2017.
  - As per Part I Definitions - Clause -1.5 of the Scheme, "Effective Date" means the last of the dates on which the certified copies of the orders sanctioning this Scheme, passed by the National Company Law Tribunal at Mumbai, are filed with the Registrar of Companies, Mumbai by the Transferor Company and the Transferee Company. Any reference in this Scheme to the date of "coming into effect of this Scheme" or "upon the Scheme becoming effective" shall mean the Effective Date. In this regard it is submitted that the "Appointed Date" & "Effective Date" shall be as per provisions of section 232(6) of the Companies Act, 2013 i.e. 1<sup>st</sup> day of April 2017 and not as specified in the above of the scheme.

The above averments have been made in a proper manner and the said Scheme of Merger is not prejudicial to the interest of public.  
 The Learned Counsel for the Petitioners submit that neither Petitioners nor the Tribunal has received any objection to the said Scheme of Merger by Absorption between the Transferor Company and the Transferee Company.

- The entire Issued, Subscribed and Paid-up Share Capital of the Transferor Company is held by the Transferee Company, no consideration shall be issued after the Merger of the Transferor Company with the Transferee Company. The assets and liabilities will be transferred at the book value in accordance with the applicable Accounting Standards.
- From the material on record, the Scheme appears to be fair and reasonable and is not in violation of any provisions of law and is not contrary to public policy. And hereby this bench, to the Petitioner Company, do order that:
  - All the assets and liabilities including taxes and charges, if any, and duties of the Transferor Company, shall, pursuant to Section 232 of the Companies Act, 2013, be transferred to and become the assets, liabilities and duties of the Transferee Company;
  - The clarifications and undertakings given by the Learned Counsel for the Petitioner Companies to the observations made in the Report of the Regional Director are considered by this Bench and those are hereby accepted. Subsequently, this Bench hereby directs Petitioner Companies to comply with the provisions / statements, which the Petitioner Companies undertake herein.
  - The Transferor Company to be dissolved without winding up from the date of said Scheme becomes effective.
  - Since the entire Issued, Subscribed and Paid-up Share Capital of the Transferee Company is held by the Transferee Company, no consideration shall be issued after the Merger of the Transferor Company with the Transferee Company.

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL, MUMBAI BENCH  
 C.P. (CAA)/3137/MB/2018

- As per Part-II, Clause - 7 of the Scheme - Aggregation of authorized Share Capital. In this regard it is submitted that the fee payable by the Transferee company shall be in accordance with the provisions of Section 232(3)(i) of the Companies Act, 2013.
- Bellissimo Developers Thane Private Limited (The Transferor Company) and Lodha Developers Limited (Transferee Company) are incorporated with the main objective of construction and development of real estate and allied activities. Hence, the petitioner may be directed to comply with the applicability of (RERA) Real Estate Regulation and Development Act, 2016 with Maharashtra Rules and Regulation 2017.
- Hon'ble NCLT may kindly direct the Petitioners to file an affidavit to the extent that the Scheme enclosed in Company Application & Company Petition, are one and same and there are no discrepancy/any change/change is made, and liberty be given to Central Government to file further report if any required.
- Apreses observation made in paragraph IV(a) of the Report of Regional Director is concerned, the Petitioner Companies through their Counsel undertake that the Appointed Date will comply with AS 14 (IND AS - 102) and shall pass such accounting entries which are necessary in connection with the scheme to comply with other applicable Accounting Standards such as AS-5 (IND AS-6) etc..
- Apreses observation made in paragraph IV(b) of the Report of Regional Director is concerned, the Petitioner Companies through their Counsel undertake that the Appointed Date has been fixed as 1st day of April, 2017 as mentioned in Clause 1.3 of Definitions of the Scheme under Part I of the Scheme which is in compliance with Section 232(6) of the Companies Act, 2013.

The above averments have been made in a proper manner and the said Scheme of Merger is not prejudicial to the interest of public.  
 The Learned Counsel for the Petitioners submit that neither Petitioners nor the Tribunal has received any objection to the said Scheme of Merger by Absorption between the Transferor Company and the Transferee Company.

- The Petitioner Companies are directed to file a copy of this order along with the Scheme with the concerned Registrar of Companies, electronically, along with e-form (INC-28) in addition to the physical copy within 30 days from the date of issuance of the Order by the Registrar, duly certified by the Deputy Director or the Assistant Registrar, as the case may be, of the National Company Law Tribunal, Mumbai Bench.
- The Petitioner Companies to lodge a copy of this Order and the Scheme duly certified by the Deputy Director or the Assistant Registrar, as the case may be, National Company Law Tribunal, Mumbai Bench with the concerned Superintendent of Stamps for the purpose of adjudication of stamp duty payable, if any, on the same within 60 days from the date of the receipt of the duly Certified True Copy of this Order.
- The Petitioner Companies to pay cost of Rs.25,000/- each to the Regional Director, Western Region, Mumbai to be paid within four weeks from the date of receipt of the duly Certified True Copy of this Order.
- The Transferee Company to pay cost of Rs.25,000/- each to the Official Liquidator, Mumbai to be paid within four weeks from the date of receipt of the duly Certified True Copy of this Order.
- All authorities concerned to act on a copy of this order along with Scheme duly certified by the Deputy Director or the Assistant Registrar, as the case may be, National Company Law Tribunal, Mumbai Bench.
- Any person interested is at liberty to apply to the Tribunal in these matters for any directions or modifications that may be necessary.
- Any concerned authorities (i.e. RD, ROC, GL, Income Tax Authority, RERA Authority, etc.) is at liberty to approach this Bench for any clarifications / directions under this Scheme.
- The sanctioning of this Scheme shall not deter any concerned authorities (i.e. RD, ROC, GL, Income Tax Authority, RERA





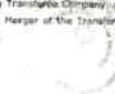
- 4) As per Part-II, Clause - 7 of the Scheme - Aggregation of authorized Share Capital. In this regard it is submitted that the fee payable by the Transferee company shall be in accordance with the provisions of Section 232(3)(i) of the Companies Act, 2013.
- e) Bellissini Developers Thane Private Limited (The Transferee Company) and Lodha Developers Limited (Transferee Company) are incorporated with the main objective of construction and development of real estate and allied activities. Hence, the petitioner may be directed to comply/carry the applicability of petitioner may be directed to comply/carry the applicability of (RERA) Real Estate Regulation and Development Act, 2016 with Maharashtra Rules and Regulation 2017.
- f) Hon'ble NCLT may kindly direct the Petitioner to file an affidavit to the extent that the Scheme enclosed to Company Application & Company Petition, are one and same and there are no discrepancy/any change/changes are made, and liberty be given to Central Government to file further report if any required.
- ii. Apropos observation made in paragraph IV(a) of the Report of Regional Director is concerned, the Petitioner Companies through their Counsel undertake that the Transferee Company will comply with AS-14 (IND AS - 103) and shall pass such accounting entries which are necessary in connection with the scheme to comply with other applicable Accounting Standards such as AS-5 (IND AS-8) etc.
- iv. Apropos observation made in paragraph IV(b) of the Report of Regional Director is concerned, the Petitioner Companies through their Counsel undertake that the Appointed Date has been fixed as 1st day of April, 2017 as mentioned in Clause 1.3 of Definitions of the Scheme under Part I of the Scheme which is in compliance with Section 232(6) of the Companies Act, 2013.



- v. Apropos observation made in paragraph IV(c) of the Report of Regional Director is concerned, the Petitioner Companies through their Counsel undertake that the Appointed Date has been fixed as 1st day of April, 2017 as mentioned in Clause 1.3 of Definitions of the Scheme under Part I of the Scheme which is in compliance with Section 232(6) of the Companies Act, 2013 and the Scheme shall be deemed to be effective from such Appointed Date.
- vi. Apropos observation made in paragraph IV(d) of the Report of Regional Director is concerned, the Petitioner Companies through their Counsel undertake to comply with provisions of Section 232(3)(i) of the Companies Act, 2013 as regards consolidation of Authorized Share Capital and also file the amended Memorandum of Association and Articles of Association with prescribed e-forms with ROC, Mumbai, upon Scheme becoming effective.
- vii. Apropos observation made in paragraph IV(e) of the Report of Regional Director is concerned, the Petitioner Companies through their Counsel submit that all the projects which are required to be registered under the relevant provisions of the Real Estate (Regulation and Development) Act, 2016 (RERA) are registered and the Petitioner Companies are filing all returns / reports as mandated in the said Act in a time bound manner. The Petitioner Companies through their Counsel further undertake to comply with all applicable provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations framed thereunder. Further, the Petitioner Companies have served notice of Company Scheme Application upon the RERA authority vide letters dated 27th day of July 2018; however, no comments were received.
- viii. Apropos observation made in paragraph IV(f) of the Report of Regional Director is concerned, the Petitioner Companies through their Counsel confirm that the Scheme enclosed to the Company Scheme Application and the Scheme enclosed to the Company Scheme Petition are one & same and there is no discrepancy or deviation.
- ix. The Official Liquidator has filed his report dated 11th day of October, 2018, inter alia, stating therein that, the affairs of the Transferee



- Company have been conducted in a proper manner and the said Scheme is not prejudicial to the interest of public.
- k. Further, the Learned Counsel for the Petitioners submit that neither Petitioners nor the Tribunal has received any objection to the said Scheme of Merger by Absorption between the Transferee Company and the Transferee Company.
- vi. The entire Issued, Subscribed and Paid-up Share Capital of the Transferee Company is held by the Transferee Company, no consideration shall be issued after the Merger of the Transferee Company with the Transferee Company. The assets and liabilities will be transferred at the book value in accordance with the applicable Accounting Standards.
- 10. From the material on record, the Scheme appears to be fair and reasonable and is not in violation of any provisions of law and is not contrary to public policy. And hereby this Bench, to the Petitioner Company, do order that:
  - a) All the assets and liabilities including taxes and charges, if any, and duties of the Transferee Company, shall, pursuant to Section 232 of the Companies Act, 2013, be transferred to and become the assets, liabilities and duties of the Transferee Company.
  - b) The clarifications and undertakings given by the Learned Counsel for the Petitioners Companies to the observations made in the Report of the Regional Director are considered by this Bench and those are hereby accepted. Subsequently, this Bench hereby directs Petitioner Companies to comply with the provisions / statements, which the Petitioner Companies undertake herein.
  - c) The Transferee Company to be dissolved without winding up from the date of said Scheme becomes effective.
  - d) Since the entire Issued, Subscribed and Paid-up Share Capital of the Transferee Company is held by the Transferee Company, no consideration shall be issued after the Merger of the Transferee Company with the Transferee Company.



- a) The Petitioner Companies are directed to file a copy of this order along with the Scheme with the concerned Registrar of Companies, electronically, along with e-form INC-28 in addition to the physical copy within 30 days from the date of issuance of the Order by the Registrar, duly certified by the Deputy Director or the Assistant Registrar, as the case may be, of the National Company Law Tribunal, Mumbai Bench.
- f) The Petitioner Companies to lodge a copy of this Order and the Scheme duly certified by the Deputy Director or the Assistant Registrar, as the case may be, National Company Law Tribunal, Mumbai Bench with the concerned Superintendent of Stamps for the purpose of adjudication of stamp duty payable, if any, on the same within 60 days from the date of the receipt of the duly Certified True Copy of this Order.
- g) The Petitioner Companies to pay cost of Rs.25,000/- each to the Regional Director, Western Region, Mumbai to be paid within four weeks from the date of receipt of the duly Certified True Copy of this Order.
- h) The Transferee Company to pay cost of Rs.25,000/- to the Official Liquidator, Mumbai to be paid within four weeks from the date of receipt of the duly Certified True Copy of this Order.
- i) All authorities concerned to act on a copy of this order along with Scheme duly certified by the Deputy Director or the Assistant Registrar, as the case may be, National Company Law Tribunal, Mumbai Bench.
- j) Any person interested is at liberty to apply to the Tribunal in these matters for any directions or modifications that may be necessary.
- k) Any concerned authorities (i.e. RD, ROC, DL, Income Tax Authority, RERA Authority, etc) is at liberty to approach this Bench for any clarifications / directions under this Scheme.
- l) The sanctioning of this Scheme shall not confer any powers on authorities (i.e. RD, ROC, DL, Income Tax Authority, etc)



Authority, etc) from assessing transactions arising out of these Scheme, if need be.  
m) The Scheme is hereby sanctioned and the appointed date of the Scheme is fixed as 1st day of April, 2017.  
11. Ordered accordingly to be consigned to Records.

DATED: 02.11.2018

SD/-  
M.K. SHRAWAT  
MEMBER (JUDICIAL)

Certified True Copy  
Date of Application: 02/11/2018  
Number of Pages: 40  
Fee Paid to: 20/11/2018  
Appointed date for filing a copy to: 20/11/2018  
Case registered at: 20/11/2018  
Copy sent to: D.A. RAM  
Deputy Registrar  
National Company Law Tribunal, Mumbai Bench



बदर - १७/  
9023L 88 LO  
२०१४



- 1. RATIONALE OF THE SCHEME  
The Transferee Company and the Transferee Company are engaged in similar line of business. Also, the Transferee Company is the wholly owned subsidiary of the Transferee Company. Therefore, this Scheme of Merger by Absorption will achieve the following primary benefits:
  - Streamline working and consolidation of business, such as, enhancement of net worth of the combined business to expedite of future growth potential, optimal utilization of resources.
  - Achieving operational efficiencies and management efficiencies, and
  - Reducing operational and compliance cost.
- 4. PARTS OF THE SCHEME  
This Scheme is divided into the following parts:
  - (i) PART I deals with the Definitions of the Scheme;
  - (ii) PART II deals with Merger by Absorption of Transferee Company into the Transferee Company;
  - (iii) PART III deals with general terms and conditions applicable to this Scheme.



- 1. DEFINITIONS  
In this Scheme, unless inconsistent with the subject or context, the following expressions shall have the following meanings:
  - 1.1 "Act" or "the Act" means the Companies Act, 2013, and regulations, rules and regulations made thereunder, and shall include any statutory modifications, amendments or insertions thereof for the time being in force. References in this Scheme to particular provisions of the Act are references to particular provisions of the Companies Act, 2013, unless stated otherwise.
  - 1.2 "Applicable Law" shall mean any statute, constitution, bye laws, rules, regulations, guidelines, rules of contract law, policy, code, directives, orders, orders or instruments having the force of law enacted or issued by the appropriate authority including any statutory modification or re-enactment thereof for the time being in force.
  - 1.3 "Appointed Date" means the 1st day of April 2017 or such other date as may be fixed or approved by the NCLT.
  - 1.4 "Board of Directors" means the respective Board of Directors of Transferee Company or the Transferee Company, as the case may be and shall include any committee of Directors constituted or appointed and authorized for the purposes of matters pertaining to this Scheme or any other matter relating thereto.
  - 1.5 "Effective Date" means the last of the dates on which the certified copies of the orders sanctioning this Scheme, passed by the National Company Law Tribunal at Mumbai, are filed with the Registrar of Companies, Mumbai by the Transferee Company and the Transferee Company. Any reference in this Scheme to the date of "coming into effect of this Scheme" or "upon the Scheme becoming effective" shall mean the Effective Date.
  - 1.6 "NCLT" or "Tribunal" means National Company Law Tribunal, Mumbai bench having jurisdiction in relation to the Transferee Company and the Transferee Company and shall be deemed to include, if applicable, a reference to such other forum or authority which may be created with any of the powers of NCLT to sanction the Scheme under the Act.
  - 1.7 "Registrar of Companies" means the Registrar of Companies, Mumbai, Maharashtra.
  - 1.8 "Scheme" or "the scheme" or "this Scheme" means this Scheme of Merger by Absorption in its present form or with any modifications made under Clause 18 of the Scheme as approved or sanctioned by the NCLT or such other competent authority, as may be applicable.
  - 1.9 "Transferee Company" means "Lodha Developers Limited", a company incorporated under the Companies Act, 1956 having its registered office at 412, Floor - 8, 176, Vardhaman Chamber, Cawasji Patel Road, Horniman Circle, Fort, Mumbai 400001.
  - 1.10 "Transferee Company" means "Bellissini Developers Thane Private Limited", a company incorporated under the Companies Act, 1956 having its registered office at 412, Page 4, 176, Vardhaman Chamber, Cawasji Patel Road, Horniman Circle, Fort, Mumbai 400001.

- 1. PREAMBLE  
The Scheme of Merger by Absorption ("Scheme") is governed under Sections 230 to 232 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013 and the rules framed thereunder for the Merger by Absorption of Bellissini Developers Thane Private Limited into Lodha Developers Limited.
- 2. DESCRIPTION OF COMPANIES  
2.1 Bellissini Developers Thane Private Limited, the Transferee Company, (hereinafter referred to as "Bellissini Developers Thane Private Limited") was originally incorporated as a private limited company under the Companies Act 1956, on the 17th day of September, 2012 under the name and style of "Lodha Realty and Technologies Private Limited" with Corporate Identity Number U41200MH1999PLC20120199. Subsequently, it changed its name to "Bellissini Developers Thane Private Limited", and a fresh certificate of incorporation consequent upon change of name was issued by the Registrar of Companies, Mumbai on 24th September, 2012. Thereafter, it changed its name to "Lodha Developers Thane Private Limited" and a fresh certificate of incorporation consequent upon change of name was issued by the Registrar of Companies, Mumbai on 17th April, 2013 and subsequently to "Bellissini Developers Thane Private Limited" for which a fresh certificate of incorporation consequent upon change of name was issued by the Registrar of Companies, Mumbai on 27th January, 2014.
- 2.2 Lodha Developers Limited, the Transferee Company (hereinafter referred to as "the Second Applicant Company") was originally incorporated as a private limited company under the Companies Act 1956, on the 23rd day of September 1990 under the name and style of "Lodha Developers Private Limited" with Corporate Identity Number U41200MH1999PLC000401. On 13th August, 2008, the Transferee Company was converted into a Public Limited Company and its name was changed to "Lodha Developers Limited". Subsequently, on 11th January, 2013 the Transferee Company again got converted into a Private Limited Company and the name of the Transferee Company was changed to "Lodha Developers Private Limited", and a fresh certificate of incorporation consequent upon change of name was issued by the Registrar of Companies, Mumbai on 14th March, 2013. The Transferee Company again got converted into a Private Limited Company, and the name was changed to "Lodha Developers Thane Private Limited", and a fresh certificate of incorporation consequent upon change of name was issued by the Registrar of Companies, Mumbai on 27th January, 2014.

- 1. DATE OF TAKING EFFECT  
The Scheme as set out herein in its present form shall be deemed to be approved or sanctioned or sanctioned by the NCLT, shall be effective from the Appointed Date but shall be operative from the Effective Date.







**BEFORE THE NATIONAL COMPANY LAW  
TRIBUNAL, MUMBAI BENCH**

C.P. (CAA)/1137/MB/2018

Under Sections 230 to 232 of the  
Companies Act, 2013

In the matter of  
Bellissimo Developers Thane Private Limited  
(First Petitioner Company / Transferor Company)

Lodha Developers Limited  
(Second Petitioner Company / Transferee Company)

**Bellissimo Developers Thane Private Limited**  
(First Petitioner Company / Transferor Company)

CERTIFIED COPY OF THE ORDER DATED 2<sup>ND</sup> DAY OF  
NOVEMBER, 2018 ALONG WITH SCHEME ANNEXED  
TO PETITION



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२०२४		







## 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 :  
**P51800014860**

**Project: Lodha Patel Estate - Tower C, D Plot Bearing / CTS / Survey / Final Plot No.:216/A at Borivali, Borivali, Mumbai Suburban, 400102;**

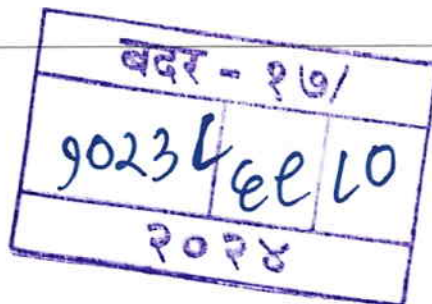
- Macrotech Developers Limited** having its registered office / principal place of business at Tehsil: **Mumbai City**, District: **Mumbai City**, Pin: **400001**.
- This registration is granted subject to the following conditions, namely:-
  - The promoter shall enter into an agreement for sale with 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 **08/01/2018** and ending with **31/10/2022** 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 Premanand Prabhu  
(Secretary, MahaRERA)  
Date:22-04-2020 17:24:48

Dated: **08/01/2018**

Place: **Mumbai**

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



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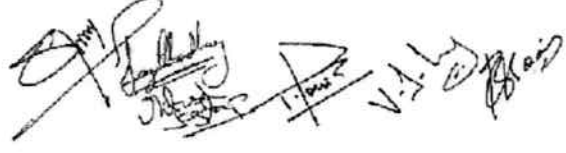
## घोषणापत्र

मी, सुरेन्द्रन नायर / पॅट्रिक मोनिस / संगीत चौधरी / रितेश जगताप / बिबिन सॅम / जॉय वालीकोदय / बर्नार्ड सोरेस याद्वारे घोषित करतो कि, दुय्यम निबंधक अंधेरी - ६ यांचे कार्यालयात करारनामा / या शीर्षकाचा दस्त नोंदविण्यासाठी सादर करण्यात आला आहे

मॅक्रोटेक डेव्हलपर्स लिमिटेड तर्फे डायरेक्टर रौनिका मल्होत्रा / स्मिता घाग यांनी दिनांक 04/10/2021 रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे / निष्पादित करून कबुलीजबाब दिलेला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणांमुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम, 1908 चे कलम 82 अन्वये शिक्षेस मी पात्र राहीन याची मला जाणीव आहे.

ठिकाण - जोगेश्वरी

दिनांक : 11/06/2024



कुलमुखत्यार पत्राचे घोषणापत्र लिहून देणार

## घोषणापत्र

मी, पंढरी केसरकर / राहुल वंडेकर / प्रमोद कांबळे / प्रताप सातवेकर / शैलेश मोरे / आदित्य नाडकर / संजय हरिहर / विनायक कागीनकर / श्रीकांत कांबळे याद्वारे घोषित करतो कि, दुय्यम निबंधक अंधेरी - ६ यांचे कार्यालयात करारनामा / या शीर्षकाचा दस्त नोंदविण्यासाठी सादर करण्यात आला आहे

सुरेन्द्रन नायर / पॅट्रिक मोनिस / संगीत चौधरी / रितेश जगताप / बिबिन सॅम / जॉय वालीकोदय / बर्नार्ड सोरेस यांनी दिनांक 04/10/2021 रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे / निष्पादित करून कबुलीजबाब दिलेला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणांमुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम, 1908 चे कलम 82 अन्वये शिक्षेस मी पात्र राहीन याची मला जाणीव आहे.

ठिकाण - जोगेश्वरी

दिनांक : 11/06/2024

S. F. Kamble

कुलमुखत्यार पत्राचे घोषणापत्र लिहून देणार

बंद - १७/	
१०२३६	०९ ६०
२०२४	





CONTENTS THE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF LODHA... LODHA

CONTENTS THE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF LODHA... LODHA

CONTENTS THE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF LODHA... LODHA

Table with columns: S.No., Name, Designation, Salary, etc. Includes a stamp dated 20/09/2024.

Table with columns: S.No., Name, Designation, Salary, etc. Includes a stamp dated 20/09/2024.

Table with columns: S.No., Name, Designation, Salary, etc. Includes a stamp dated 20/09/2024.

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Table with columns: S.No., Name, Designation, Salary, etc. Includes a stamp dated 20/09/2024.

बदर - १७/ 90236 93 10 २०२४



बदर - १७/ २०२४





Form with header and multiple sections of text, including a circular stamp at the bottom right.

Form with a table at the top and several circular stamps below it.

LODHA form with multiple sections of text and circular stamps.

LODHA form with multiple sections of text and circular stamps.



बवई ४  
२०२१

Collage of various stamps, photos, and handwritten notes on the left side of the page.

Collage of various stamps, photos, and handwritten notes in the middle section.

Form with a table and several sections of text.



बवई - १७/४  
१०२३६०५१०  
२०२१

Form with a barcode and header information.

क्र.सं.	नाम	पत्ता	विवरण	प्रमाण
1	...	...	...	...
2	...	...	...	...
3	...	...	...	...
4	...	...	...	...
5	...	...	...	...
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20	...	...	...	...

क्र.सं.	पंजीकरण प्रकार	पंजीकरण क्र. (पंजीकरण)	पंजीकरण क्र. (पंजीकरण)	पंजीकरण क्र. (पंजीकरण)	पंजीकरण क्र. (पंजीकरण)	पंजीकरण क्र. (पंजीकरण)
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2	...	...	...	...	...	...
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बवई ४  
२०२१

बवई ४  
२०२१



बदर - १७/		
१०२३८	७६	८०
२०२४		





भारत सरकार  
Government of India



रेश्मा कुरेशी  
Reshma Qureshi  
जन्म तिथि/DOB: 10/12/1988  
महिला/ FEMALE

2917 1230 6397

VID: 9145 0806 1997 8661

मेरा आधार, मेरी पहचान

*Reshma*



THE UNION OF INDIA  
MAHARASHTRA STATE MOTOR DRIVING LICENCE

DL No. MH02 20090003083 DOI 23-12-2008  
Valid Till: 22-12-2028 (NT)



FORM 7  
RULE 16 (2)

AUTHORISATION TO DRIVE FOLLOWING CLASS  
OF VEHICLES THROUGHOUT INDIA

COV DOI  
MCWG 23-12-2008



DOB: 25-12-1983 BG:

Name: RAJESH BHOSLE  
S/D/W of GAJANAN BHOSLE  
Add: R/NO-1, OM SAI DUTTA CHL., ADARSH NGR.,  
CHARKOP, POISAR LINK RD., KANDIVALI (W),  
MUMBAI.  
PIN: 400067  
Signature & ID of Issuing Authority: MH02 2009233

Signature/Thumb  
Impression of Holder

*[Handwritten signature]*

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card

AEWPI4681P

नाम/ Name  
IBRAHIM

पिता का नाम/ Father's Name  
KAYUM

जन्म की तारीख/ Date of Birth  
05/09/1985

हस्ताक्षर/ Signature



27062018

*[Handwritten signature]*

बंदर - १७/  
90234 00 20  
२०२४



बल - १७१

90234	06	60
२०२४		



513/10238

मंगळवार, 11 जून 2024 5:38 म.नं.

दस्त गोपवारा भाग-1

बदर 17

दस्त क्रमांक: 10238/2024

दस्त क्रमांक: बदर 17 /10238/2024

बाजार मूल्य: रु. 1,72,30,751/-

मोबदला: रु. 3,81,09,384/-

भरलेले मुद्रांक शुल्क: रु.22,87,000/-

दु. नि. सह. दु. नि. बदर 17 यांचे कार्यालयात

पावती:10848

पावती दिनांक: 11/06/2024

अ. क्र. 10238 वर दि.11-06-2024

सादरकरणाचा नाव: इब्राहिम कयुम

रोजी 5:37 म.नं. वा. हजर केला.

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1600.00

पृष्ठांची संख्या: 80

दस्त हजर करणाऱ्याची सही:

एकूण: 31600.00

सह. दु. नि. का. अंधेरी-6

सह. दुय्यम निबंधक, अंधेरी क्र.-६,

मुंबई उपनगर जिल्हा.

दस्ताचा प्रकार: करारनामा

सह. दु. नि. का. अंधेरी-6

सह. दुय्यम निबंधक, अंधेरी क्र.-६,

मुंबई उपनगर जिल्हा.

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

शिक्रा क्र. 1 11 / 06 / 2024 05 : 37 : 24 PM ची वेळ: (सादरीकरण)

शिक्रा क्र. 2 11 / 06 / 2024 05 : 37 : 58 PM ची वेळ: (फी)

**प्रतिज्ञापत्र**

सदर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणी दाखल केलेला आहे. दस्तातील मजकूर, निष्पादक व्यक्ती, साक्षीदार व सोयत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. दस्ताची सत्यता वैधता कायदेशीर बाबीसाठी दस्त निष्पादक व कबुलीधारक जे संपूर्णपणे जबाबदार राहतील

S.P. Kamble

लिहून घेणारे (दिनांकासहीत स्वाक्षरी)

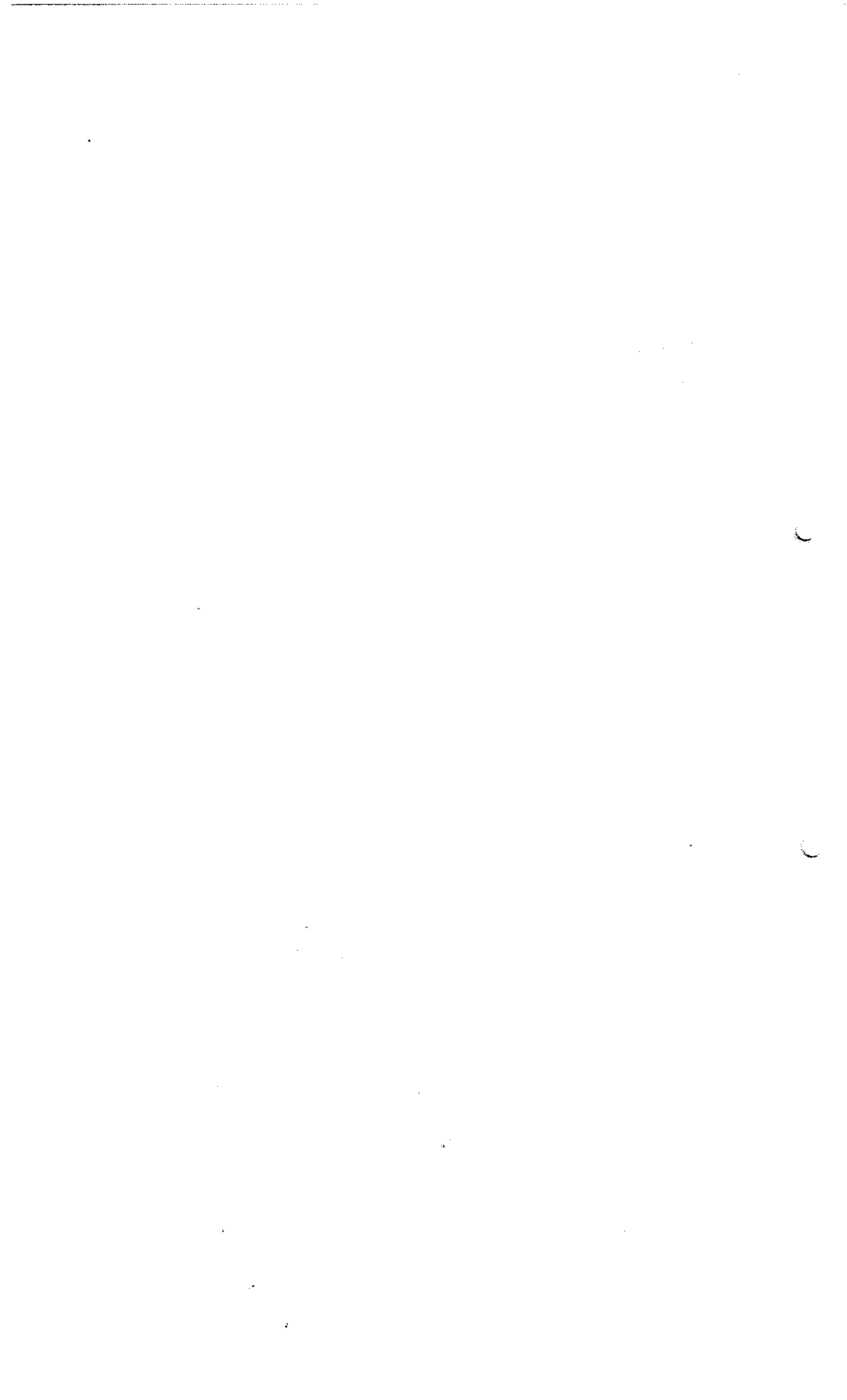
लिहून घेणारे (दिनांकासहीत रु)

प्रमाणित करणेत येते की, या दस्तामध्ये एकूण १० पाने आहेत.

सह. दुय्यम निबंधक, अंधेरी क्र.-६,  
मुंबई उपनगर जिल्हा

बदर - १७/		
90234	00	10
२०२४		







11/06/2024 5 39:56 PM







दस्त गोपवारा भाग-2

बदर 17

दस्त क्रमांक:10238/2024







दस्त क्रमांक :बदर 17/10238/2024

दस्ताचा प्रकार :-करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	ठसा प्रमाणित
1	नाव:इब्राहिम कयूम पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: बॉर्ड क्रमांक-5, मोहल्ला काजियान, फतेहपूर, सीकर, राजस्थान, सीकर, ब्लॉक नं: -, रोड नं: -, राजस्थान, सीकर. पॅन नंबर:AEWPI4681P	लिहून घेणार वय :-39 स्वाक्षरी:- 		
2	नाव:मॅक्रोटिक डेव्हलपर्स लि.तर्फे कु.मु. सुरेन्द्रन नायर तर्फे कु.मु. श्रीकांत कांबळे पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 412 4था मजला 17जी वर्धमान चेंबर, कावसजी पटेल रोड हॉर्निमन सर्कल फोर्ट, मुंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुम्बई. पॅन नंबर:AAACL1490J	लिहून घेणार वय :-44 स्वाक्षरी:- 		

वरील दस्तऐवज करून देणार तथाकथित करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.  
शिक्का क्र.3 ची वेळ:11 / 06 / 2024 05 : 38 : 56 PM

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

अनु क्र.	पक्षकाराचे नाव व पत्ता	स्वाक्षरी	छायाचित्र	ठसा प्रमाणित
1	नाव:रेशमा कुरेशी - - वय:36 पत्ता:मध्य प्रदेश पिन कोड:456006			
2	नाव:राजेश भोसले - - वय:40 पत्ता:जोगेश्वरी प पिन कोड:400102			

शिक्का क्र.4 ची वेळ:11 / 06 / 2024 05 : 39 : 39 PM

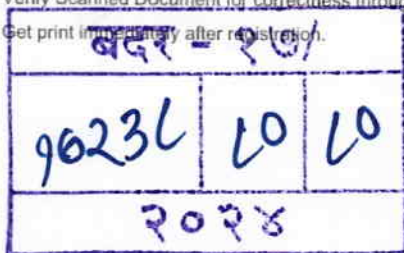
द.नि.का.अंधेरी-६  
सह. दुय्यम निबंधक, अंधेरी क्र.-६,  
मुंबई उपनगर जिल्हा.

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	Macrotech Developers Limited	eChallan	02003942024061000799	MH003193774202425E	2287000.00	SD	0001862892202425	11/06/2024
2		DHC		0624116309981	1600	RF	0624116309981D	11/06/2024
3	Macrotech Developers Limited	eChallan		MH003193774202425E	30000	RF	0001862892202425	11/06/2024

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

10238 /2024

1. Verify Scanned Document for correctness through thumbprint (3 pages are to be printed) without after scanning.
2. Get print immediately after registration.



बदर-१७/ 96236 12024  
पुस्तक क्रमांक १, क्रमांक 90236 वर/२०२४  
दिनांक : ११ माहे जून २०२४

सह. दुय्यम निबंधक, अंधेरी क्र.-६,  
मुंबई उपनगर जिल्हा.

