पावती

Original/Duplicate

नोंदणी क्रं. :39म Regn.:39M

पावनी क्रं.: 10848 दिनांक: 11/06/2024

गावाचे नाव: बांदिवली

दम्नऐवजाचा अनुक्रमांक: बदर17-10238-2024

दस्तऐवजाचा प्रकार : करारनामा सादर करणाऱ्याचे नाव: इब्राहिम कयुम

नोंदणी फी दस्त हाताळणी फी ₹. 30000.00 ক. 1600.00

पृष्ठांची संख्या: 80

एकुण:

₹. 31600.00

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

दु.नि.का.अंधेरी-6 पह. दुध्य निवंसक, अधिरी -६,

वाजार मृल्य: रु.17230750.68 /-मोबदला रु.38109384/-भरलेले मुद्रांक शुल्क : रु. 2287000/-

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

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

वॅकेचे नाव व पत्ता:

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

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

बँकेचे नाव व पत्ता:

13/6/2024 REGIST DELIVER



सची क्र.2

द्य्यम निवंधक: सह द्.नि. अंधेरी 6

दस्त क्रमांक: 10238/2024

नोदंणी: Regn:63m

गावाचे नाव: बांदिवली

(1)विलेखाचा प्रकार

करारनामा

(2)मोबदला

38109384

(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)

17230750.68

(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)

1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :सदनिका नं: 104, माळा नं: 1ला मजला, इमारतीचे नाव: टॉवर-सी विंग टॉवर-सी लोढा पटेल ईस्टेट, ब्लॉक नं: लोढा पटेल ईस्टेट महादेव मंदिर जवळ,, रोड : अंबोली पोलीस स्टेशन ऑफ डब्ल्यूईएच मुंबई, इतर माहिती: सोबत 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 करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे

 नाव:-मॅक्रोटेक 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, कावसजी पटेल रोड हॉर्निमन सर्कल फोर्ट, मंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुम्बई. पिन कोड:-400001 पॅन नं:-AAACL1490J

(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पना

1): नाव:-इब्राहिम क्युम वय:-39; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: वॉर्ड क्रमांक-5, मोहल्ला अस्टर् काजियान, फतेहपूर, सीकर, राजस्थान, सीकर , ब्लॉक नं: -, रोड नं: -, राजस्थान, सीकर. पिन कोड:-332301 पॅन नं:-AEWPI4681P

(9) दस्तऐवज करुन 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

200. Rs.20 TWENTY RUPEES

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

ह शुल्क आकारताना निवडलेला अनुच्छेद :-

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



मुंबाई उपनागर जिल्हा.

Payment Details

sr.	Purchaser	Туре	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]

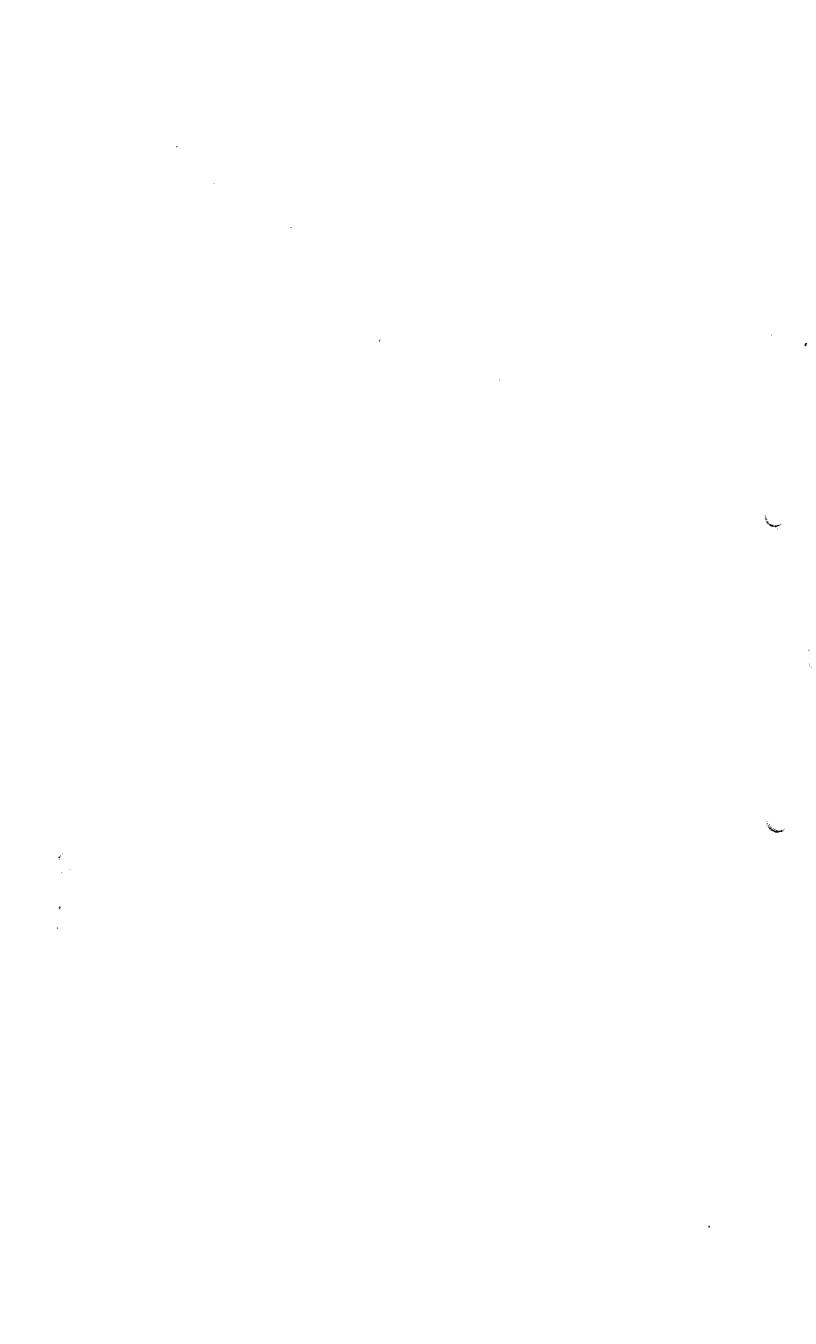
			53		
11	202 000 110000	मूल्यांकन पत्र	क (शहरी क्षेत्र - बांधीव)		2021.01.12.10.0
Valuation (D	202406118075				11 June 2024,04:32:10 P
मृत्यांकनाचे वर्ष	2024				
जिल्ही	गुंबई(उपनगर)				
मुल्य विभाग	51-बांदीवली (अ	વેશ)			
उप मूल्य विभाग		कल्पाखालील गिळकती.			
सर्वे नंबर / । भू क्रमांक					
वार्षिक मूल्य दर तक्त्यान्					
खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	ओद्योगीक	मोजमापनाचे एकक
54470	140010	161010	180000	140010	चौरस मीटर
बांधीव क्षेत्राची माहिती					
बाधकमा क्षेत्र(Built Up)-	116.193 वीरस मीटर	मिळकतीचा वापर	निवासी सदनिका	मिळकतीचा प्रकार	बांधीव
बांधकामाचे वर्गीकरण-	ि फि झार म	भिळकतीचे वय-	0.10 उवर्षे	वांधकामाचा दर -	Rs.30250/-
उद्भवाहन सुविधा-	નાકે	मणला -	1st floor To 4th floor	क पेंट क्षेत्र-	105 हुउ चीरस मी
रस्ता सन्मख -					
Sale Type - First Sale					
	Property constructed after				
Sale/Resale of built up : गजला निहाय घट/बाढ	Property constructed after	100% apply to rate			
*	Property constructed into				
ं गजला निहाय घट/वाढ	Property constructed and	100% apply to rate	Rs.140010/-	धानुसार टक्केवारी)। खुल्या जमिनी	ीचा दर ।
ं गजला निहाय घट/वाढ		100% apply to rate ((बार्षिक मूल्यस	Rs.140010/-		चा दर)
मजला निहाय घट/वाढ		100% apply to rate ((बार्षिक मूल्यस	Rs,140010/- (र - शुल्या जमिनीचा दर) * घसा 54470) * (100 / 100)) 54		चा दर)
नजला निहाय घटावाढ घरमः यानुसार मिळकती		(((140010- स्ड.140010- वरील प्रमाणे मूल्य दर	Rs.140010/- R - शुल्या जमिनीचा दर) * घसा 54470) * (100 / 100)) 54		ोचा दर)
मजला निहाय घटावाढ घरमः यानुसार मिळकती		(((140010- वहील प्रमाणे मूल्य दर 140010 = 140193	Rs.140010/- R - शुल्या जमिनीचा दर) * घसा 54470) * (100 / 100)) 54		ोचा दर)
मजला निहाय घटावाढ घराः यानुसार मिळकती १) गुख्य गिळकतीचे मूल्य	चा प्रति वौ. मीटर मूल्यदर	(((140010- संड,140010) वहील प्रमाणे मूल्य दर (40010-* 116.193 (K.16268181.93)-	Rs.140010/- R - शुल्या जमिनीचा दर) * घसा 54470) * (100 / 100)) 54		चा दर)
मजला निहाय घटावाड घरा: यानुसार निळकती १) गुख्य गिळकतीचे मूल्य १) बंदिस्ट वाहन तळाचे क्षे	चा प्रति चौ. मीटर मूल्यदर	(((140010- (((140010- ()()140010) ((()140010) वरील प्रमाणे मूल्य दर (40010 * 116.193 ()()()()()()()()()()()()()()()()()()()	Rs.140010/- हर - शुल्या जमिनीचा दर) * घसा 54470) * (100 / 100)) 54 * मिळकतीचे क्षेत्र		ीचा दर)
मजला निहाय घट/वाढ	चा प्रति चौ. मीटर मूल्यदर	(((140010- संड,140010) वहील प्रमाणे मूल्य दर (40010-* 116.193 (K.16268181.93)-	Rs.140010/- हर - शुल्या जमिनीचा दर) * घसा 54470) * (100 / 100)) 54 * मिळकतीचे क्षेत्र		चा दर)
मजला निहाय घटावाड घरा: यानुसार निळकती १) गुख्य गिळकतीचे मूल्य १) बंदिस्ट वाहन तळाचे क्षे	चा प्रति चौ. मीटर मूल्यदर	(((140010- () ((140010- () ((140010- () ((140010) वरील प्रमाणे गूल्य दर (140010 * 116.193 () (16268(8), 93)- (27.5 वीरस मीटर () (140010 * 2)	Rs.140010/- हर - शुल्या जमिनीचा दर) * घसा 54470) * (100 / 100)) 54 * मिळकतीचे क्षेत्र		ोचा दर ।
मजला निहाय घटाबाढ घराः यानुसार मिळकती १) गुख्य गिळकतीचे मूल्य १) बंदिस्त वाहन तळाचे दे बंदिस्त वाहन तळाचे भू	चा प्रति वौ. मीटर मूल्यदर व .10.1,16	((वार्षिक मूल्यर ((140010- RS,140010) वरील प्रमाणे मूल्य दर (40010 * 116.193 RC,16268(8),93)- 27.5 वीरस मीटर 27.5 = (140010 * 2: RS,962568.75/-	Rs,140010(- [र - शुल्या जमिनीचा दर) * घसा 54470) * (100 / 100)) 54 = मिळकतीचे दोत्र 5/100)	470) बीचे मुल्य । जरील गब्बीचे मुल्य – बंदि	અઃ વાહન તબા <i>વે</i>
मजला निहाय घटावाड घरा: यानुसार निळकती १) मुख्य मिळकतीचे मूल्य १) बंदिस्त वाहन तळाचे क्षे बंदिस्त वाहन तळाचे मूल् Applicable Poles	चा प्रति चौ. मीटर मूल्यदर । त्य .10,1,16 मुख्य मिळकडीचे मूल्य : खुल्या जमि	(((140010- (((140010- (((140010) (((140010) वरील प्रमाणे मूल्य दर (40010 * 116.193 (((16268181.93)- 27.5 वीरस भीटर (27.5 * ((140010 * 2)- (140010 * 2)- (140010 * 2)- (140010 * 2)- (140010 * 2)- (140010 * 2)- (140010 * 2)-(140	Rs. 140010/- [र - शुल्या जमिनीचा दर) * घसा 54470) * (100 / 100)) 54 = मिळकतीचे क्षेत्र 5 100)	470)	એઃ વાહન તે લ્લો
मजला निहाय घटाबाढ घरा: यानुसार निळकती १) मुख्य मिळकतीचे मूल्य १) बंदिस्त वाहन तळाचे क्षे बंदिस्त वाहन तळाचे भू Applicable Pales	चा प्रति वी. मीटर मूल्यदर वा प्रति वी. मीटर मूल्यदर वा प्रति वा प	((वार्षिक मूल्यर ((140010- RS,140010) वरील प्रमाणे मूल्य दर (40010 * 116.193 RC,16268(8),93)- 27.5 वीरस मीटर 27.5 = (140010 * 2: RS,962568.75/-	Rs, 140010/- रद - खुल्या जमिनीचा दर) * घसा 54470) * (100 / 100)) 54 = मिळकतीचे क्षेत्र 5/100)	470) बीचे मुल्य । जरील गब्बीचे मुल्य – बंदि	એઃ વાહન તે લ્લો

Home

Print









CHALLAN MTR Form Number-6



GRN	MH003193774202425E	BARCODE	 	iii 1881 111 184 1	lii Date	e 07/06/2024-14:0	03:46 F	orm ID	25.2	Ē.	
Type of Payment Registration Fee Office Name BDR17JT SUB REGISTRAR ANDHERI 6 Location MUMBAI Year 2024-2025 One Time				Payer Details							
				TAX ID / TAN (If Any)							
				PAN No.(If Applicable)		AAACL1490J					
				Full Name Flat/Block No. Premises/Building		Macrotech Develo	pers Lin	nited			
						104 Tower C LODHA PATEL ESTATE					
						0030045	501 Stamp Duty		2287000.00	Road/Street	
0030063	301 Registration Fee		30000.00	Area/Locality		Mumbai					
				Town/City/District							
				PIN			4	0 0	1	0 2	
				Remarks (If	Any)						
	Ш			PAN2=AEWF	PI4681P~5	SecondPartyName	=IBRAHI	М			
				KAYUM~CA:	=3810938	4					
OS.	ACEA			TATOM SA-SUISSOF							
0	27										
₹231	7000.00										
201	7000.00			Amount In	Twenty	Three Lakh Sevent	een Tho	usand Ru	pees O	nly	
OF	FACED		20.47.000.00						PARTIE AND A	1000	
			23,17,000.00	Words						Apple 1	
Paymen	t Details BA	NK OF BARODA			F	FOR USE IN RECEIVING BANK					
	Chequ	e-DD Details		Bank CIN	Ref. No.	0200394202406	1000799	138939	8276		
Cheque/	DD No.			Bank Date	RBI Date	07/06/2024-14:0	3:46	Not Ver	ified w	ith RBI	
Name of	Bank			Bank-Branch		BANK OF BARG	DDA				
Name of	Branch			Scroll No. , D	ate	1 , 11/06/2024		- I			
Departm	ent ID : This challan is valid for	document to be regist	tered in Sub Regi	strar office or	dv Not v	and for unlegisted	Mobile doc	No.	15 107	3359859	
	तन केवळ दुख्यम निबंधव				916	61	S THINK	ी सदर	76	Mall.	
						AL	(10)		3	1 (2)	
			0	236	2	LO SE	4	Min.		. No.	
Challa	n Defaced Details		7			1	1 (de		No.	18	
	ľ			50	58	\	TO A	व्यनगर वि	C 182	2//	
Sr. No.	Remarks	Defa	acement No.	Defacen	nent Date		100	DERBANA		mount	
1	(iS)-513-10238		362892202425	11/06/202				- Mices		30000.00	
2	(iS)-513-10238	00018	362892202425	11/06/202	270	00 December December		2287000		87000.00	
					Total Defacement Amount				23,1	7,000.00	



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.

Payment Details

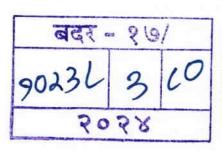
DEFACED

₹ 1600

DEFACED

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.







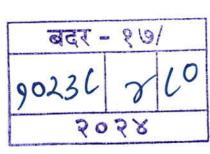


CHALLAN MTR Form Number-6



GRN MH003193774202425E BARCODE			IIII Date	e 07/06/2024-14:0	3:46 F	orm	ID	25.2	!	
Department Inspector General Of Registration	Payer Details									
Stamp Duty	TAX ID / TA	N (If Any)								
Type of Payment Registration Fee	PAN No.(If Applicable) Full Name		AAACL1490J Macrotech Developers Limited							
Office Name BDR17JT SUB REGISTRAR ANDHER										
Location MUMBAI										
Year 2024-2025 One Time	Flat/Block No.		104 Tower C LODE	HA PAT	EL E	STA	TE			
Account Head Details	Amount In Rs.	Premises/Building								
0030045501 Stamp Duty	2287000.00	Road/Street		Near Mahadev Mandir Amboli Police Station Off WEH						
0030063301 Registration Fee	30000.00	Area/Locality Town/City/District		Mumbai						
		PIN		74	4	0	0	1	0	2
		Remarks (I	Any)	*						
	PAN2=AEWPI4681P~SecondPartyName=IBRAHIM									
		KAYUM~CA=38109384								
	Amount In Twenty Three Lakh Seventeen Thousand Rupees Only				nly					
Total	23,17,000.00	Words								
Payment Details BANK OF BARODA		FC	OR USE IN RECEIV	ING BA	ANK					
Cheque-DD Details	Bank CIN	Ref. No.	02003942024061	000799	13	8939	8276			
Cheque/DD No.		Bank Date	RBI Date	10/06/2024-15:29	:13	No	t Ver	fied wi	th R	ВІ
Name of Bank		Bank-Branch BANK OF BARODA								
Name of Branch	Scroll No. , Date Not Verified with Scroll									

Department ID : Mobile No. : 7073359 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागु आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही. 7073359859

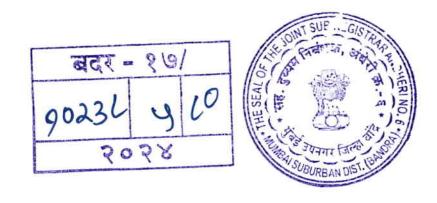


Page 1/1



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AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made at Mumbai this 1) day of June 2024

BETWEEN:

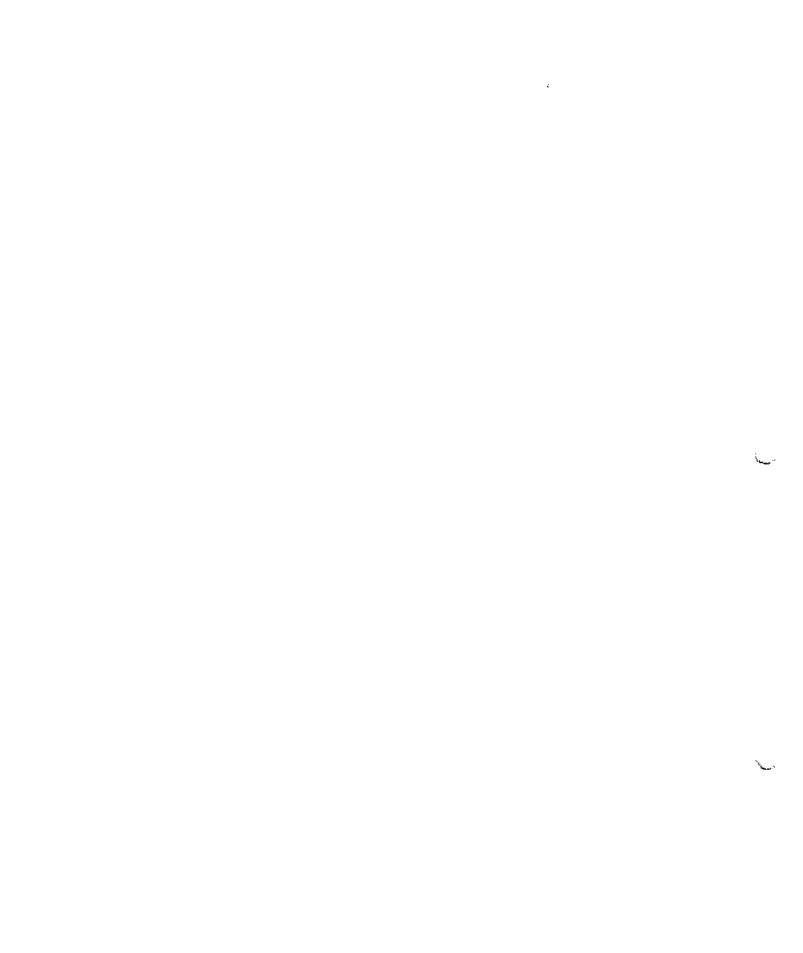
MACROTECH DEVELOPERS LIMITED, a company incorporated and registered under the Companies Act 1956, having its registered office at 412, Floor- 4, 17G Vardhaman Chamber, Cawasji Patel Road, Horniman Circle, Mumbai Fort -400001,, hereinafter referred to as "THE COMPANY" (which expression shall, unless it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





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WHEREAS:

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

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

DEFINITIONS –

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

1.4. "Arbitrator" shall have the meaning ascribed to it in Clause 23.2 below



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

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- 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.

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- 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 1st (first) day of each quarter (1st January, 1st April, 1st July, 1st October) and the same shall be deemed to be the applicable MCLR for the said quarter. Provided further that if SBI MCLR is no longer in use, MCLR will be replaced by equivalent benchmark rate used by SBI.
- 1.35. "Larger Property" means the land with details as described in Annexure 1 (Description of Larger Property). For clarity, there may be land parcels which may be added to / be reduced from the Larger Property, from time to time. For further clarity, there may be other building(s) and/or project(s) which will be constructed on the Larger Property.
- 1.36. "Liquidated Damages" shall mean an amount equivalent to 10% (ten per cent) of the Consideration Value and all other amounts payable under this Agreement, including, but not limited to, Other Charges, Maintenance Related Amounts and all Indirect Taxes thereto.
- 1.37. "Loan" shall have the meaning ascribed to it in Clause 7.1below.
- 1.38. "Maintenance Related Amounts" shall include the amounts collected by the Company to be utilized towards the management of the affairs of the Building and/or the Larger Property including but not limited to BCAM Charges, Property Tax and Building Protection Deposit. An indicative list of Maintenance Related Amounts is at Annexure 6A.
- 1.39. "Net Area" shall mean the aggregate of the Carpet Area and the EBVT Area.
- 1.40. "OC" shall have the meaning ascribed to it in Clause 10.3 below.
- 1.41. "Possession Demand Letter" shall have the meaning ascribed to it in Clause 10.2 below.
- 1.42. "Project" shall mean the project with RERA registration number as stated in Annexure 6 (Unit and Project Details) and with details as available with the concerned RERA authority (including current and proposed parts of the project). The

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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 3rd parties by the Company on behalf of the Purchaser (if applicable) including but not limited to stamp duty, registration charges, brokerage charges (including any consideration, monetary or otherwise, paid by the Company to any third party for facilitating, assisting in connection with the sale of the Unit or identifying the Purchaser as a potential purchaser), till the date of payment of the Refund Amount.

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

- 1.46. "Other Charges" shall include all expenses shall include all expenses related to government, utility and infrastructure charges, more particularly stated in Annexure 6A.
- 1.47. "RERA" shall mean the Real Estate (Regulation and Development) Act, 2016 and the rules / regulations framed by the relevant State Government thereunder and any amendments thereto and / or the rules / regulations.
- 1.48. "Service Providers" shall have the meaning ascribed to it in Clause 15.15 below.
- 1.49. "Shortfall Amount" shall have the meaning ascribed to it in Clause 16.3 below.
- 1.50. "Structural Defects" shall mean any defect related to the load bearing structure of the Building and water proofing. It is further clarified that this shall not include any

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

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

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

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

2. RULES FOR INTERPRETATION

- 2.1. All references in this Agreement to statutory provisions shall be construed as meaning and including references to:
 - 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.

Reference to days, months and years are to Gregorian days, months and calendar years respectively.

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- 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';
- Annexure 9 (Purchaser's Notice of Termination) and the reference in relation to Annexure 9 shall stand deleted.

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.

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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;
 - 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:
 - Firstly, towards the Cheque Bouncing Charges in case of dishonor of any cheque issued by the Purchaser;
 - 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 1st April of each year as per rate of Reserve Bank of India's consumer price index).

5. CONSTRUCTION AND DEVELOPMENT



BURBAN

- 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.
- 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.

SECURITIZATION -

The Purchaser hereby agrees and acknowledges that the Company shall, at all 6.1. 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 nonconvertible, in the primary / secondary market (whether through private placement or by way of a public effer); 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

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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 financials.

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.

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

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) + 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").



Provided that upon such First Default occurring, the Company shall give 1st 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 2nd notice of another 7 (seven) days to rectify the breach. If all outstanding amounts are not paid in full by 8th day from such 2nd 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.

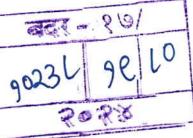
Provided further that upon termination of this Agreement as aforesaid, the Company shall refund the Refund Amount to the Purchaser as per Clause 11.4.3.

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 the 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:

- 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:
 - Within 30 (thirty) days of expiry of Extended DOP, the Company shall inform (a) 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







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

11.4. Consequences of Termination and Payment of Refund Amount

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

11.4.2. Cancellation Deed

- (a) Upon termination, the Purchaser shall execute a cancellation deed in the format specified by the Company ("Cancellation Deed") and such other documents as may be required for cancellation of the Units and be required to register the same as per the timelines specified by the Company and undertake all actions as may be required to give effect to this provision.
- (b) To give effect to this provision of Clause 11.4.2(a) above, the Purchaser hereby irrevocably nominates, constitutes and appoints Mr. Surendran Nair, Mr. Rahul Wandekar and Mr.Pandhari Kesarkar, jointly and/ or severally, whose signatures are annexed hereto in Annexure "10", (hereinafter referred to as, the "Attorney") to be his/her/its true and lawful Attorney to act for and on behalf of the Purchaser and in the name of the Purchaser, for doing all or any of the acts, deeds, matters and things pertaining to cancellation of the Unit and incidental matters thereto and to undertake any of the following actions on behalf of the Purchaser:
 - To execute all such documents as may be required for cancellation of the Unit, including, but not limited to, execution of the Cancellation Deed;
 - (ii) To appear before and deal with the concerned Sub-Registrar of Assurances for the purpose of registration of the cancellation deed, affidavits, confirmation deeds and all other ancillary documents executed in respect of cancellation of the Unit upon the same being duly registered; and
 - (iii) To undertake all actions as may be required to give effect to this Clause.
- (c) Without prejudice to the provisions of Clause 11.4.2(b) above, in the event the Purchaser fails to personally appear for the execution and/or registration of the Cancellation Deed upon 7 days' notice being given for the same by the Company, then the Purchaser shall be obliged to pay a 'non co-operation charge' of an amount equivalent to 5% percentage of the Consideration Value under this Agreement and the same shall be reduced from the Refund Amount.
- 11.4.3. Upon registration of the Cancellation Deed, the Refund Amount (if any) shall be paid starting after 30 (thirty) days from the date of registration of the Cancellation Deed in 12 (twelve) equal monthly instalments.

11.5. Both Parties have entered into this Agreement, knowing fully well that the Consideration Value and other amounts payable under this Agreement, including

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

12. **DEFECT LIABILITY**

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

13. SET OFF / ADJUSTMENT

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

14. <u>ULTIMATE ORGANIZATION AND FEDERATION</u>

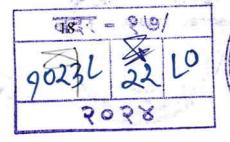
- 14.1. The Purchaser along with other purchasers of units in the Building shall join in forming the Ultimate Organization in respect of the Building within a period of 3 (three) months of the 51% of the total number of purchasers having booked their units in the Building. The Ultimate Organization shall 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 Organization/Federation, the Larger Property is free from encumbrances.

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

- 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.
- The FMC shall be entitled to end its services by giving an advance written notice of 15.3. 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).

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

Charges and Maintenance Related Amounts

- 15.5. The costs related to the upkeep and maintenance of the Building / Project / Larger Property shall be to the account of and jointly borne by the relevant unit purchasers proportionate to the Net Area of each unit and shall be payable as the CAM charges as set out at Annexure 6A. The CAM charges shall not include the cost associated with diesel (or any other fuel) consumption, water consumption and electricity/ HVAC consumption within the Unit which shall be payable by the Purchaser on monthly basis based on actuals.
- 15.6. The Purchaser shall be obliged to pay the BCAM and FCAM charges in advance on or before the 1st 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 Clause15.10 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



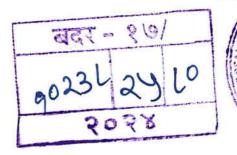
of the Building by the Company to the Ultimate Organization and the FCAM charges shall be provided at the time of handover of operations of the common areas outside the Building by the Company to the Federation. The Company shall get the expense details audited by an auditor who has conducted statutory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

 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.





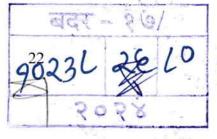


- b. Upon formation of the Federation, the Federation shall have ownership of such FSI Free Constructed Spaces, subject to the other terms and conditions of the arrangements with the Service Providers.
- c. Any external members of such facility shall abide by the security, dress and behavioral guidelines 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 30th April of each financial year, based on the estimate provided by the FMC, which shall be provided on or before 15th April of the relevant financial year.
- 16.2. The Purchaser undertakes to make payment of the estimated Property Tax for the first 18 (eighteen) months simultaneously with the CAM Charges becoming payable as per the terms stated herein.
- 16.3. In the event of a shortfall between the amount deposited with the Company by the purchasers towards Property Tax and the demand raised by the Authorities ("Shortfall Amount"), the Company shall inform the purchasers of such shortfall and the purchasers shall be liable to ensure that the same is paid to the Company within 14 (fourteen) days of receipt of intimation from the Company, failing which the Purchaser shall be liable to pay interest as levied by the concerned Authorities together with late payment charge amounting to 5% (five per cent) of the Shortfall Amount or such part of the Shortfall Amount remaining unpaid. The Company shall not be responsible for any penalty/delay/action on account of such Shortfall Amount and the same shall entirely be to the account of the purchasers.
- 16.4. In case there is any surplus amount lying with the Company after payment of the first bill of the Property Tax, the same shall be handed over to the Ultimate Organization within 3 (three) months of the Ultimate Organization taking charge of the affairs of the Building or the 3 (three) months from the date of payment of the first bill of the Property Tax, whichever is later.
- 16.5. If the Property Tax demand in respect of the Unit, comes directly in the name of the Purchaser, the amount paid by the Purchaser to the Company towards Property Tax for the Unit shall be refunded to the Purchaser within 14 (fourteen) days of the Company being informed by the Purchaser that such demand has been raised.
- 16.6. The Purchaser is aware that the Other Charges stated herein are provisional and in case the amount is higher than this amount, the Purchaser shall pay such increased amount as specified by the Company.

17. BUILDING PROTECTION DEPOSIT





- 17.1. The Purchaser shall, on or before the Date of Offer of Possession, pay to the Company, the Building Protection Deposit set out in **Annexure 6A** hereto.
- 17.2. The Building Protection Deposit shall be returned to the Purchaser after completion of fit-out / interior work by the Purchaser and subject to the possession policy and permissible changes policy of the Company.
- 17.3. The Purchaser hereto agrees and acknowledges that, in order to claim the return of the said Building Protection Deposit, the Purchaser shall notify the Company about completion of all fit-out or interior works in the Unit. On receiving this notification, the Company representatives/ nominees shall inspect the Unit, its immediate vicinity and attached Common Areas and Amenities like lift lobbies, etc. for compliance with possession policy and policy on permissible changes. If all changes made by the Purchaser are in adherence to permissible changes policy then the Building Protection Deposit shall be returned.
- 17.4. In the event any violations are observed by the Company's representatives/ nominees then same shall be intimated to the Purchaser and the Purchaser shall get the same rectified within 14 (fourteen) days from the date of the said intimation at his cost and risk. In the event the Purchaser fails to do the same, then the Company shall get the same rectified at the cost and risk of the Purchaser. The Purchaser shall be solely responsible for all costs incurred in this regard, which shall be recovered from the Building Protection Deposit.
- 17.5. The Company /FMC shall be entitled to date the said cheque and deposit the same for recovery of the amount the Purchaser shall ensure that sufficient balance is maintained in the account and shall not close the said bank account or issue any instructions for stop payment, etc. The Purchaser hereto provides unconditional and irrevocable consent to the Company to insert date on the cheque, as per its sole discretion and the Purchaser has no objection to the same and waives all his rights to raise any objection in future. Further, in case any excess amounts are to be recovered from the Purchaser, the Company /FMC shall raise bills/invoices on the Purchaser and the Purchaser undertakes to pay the same within 14 (fourteen) days from the date of such invoice. In case the Purchaser refrains from paying the additional amount, the same shall be adjusted from the CAM Charges paid by the Purchaser and shall be reflected as arrears and shall be claimed from the Purchaser by the Ultimate Organization, at the time same is formed.

18. **INDIRECT TAXES AND LEVIES**

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

19. INTEREST

19.1. The Purchaser agrees to pay to the Company, Interest (as defined at Clause 1.34) on all the amounts, including the Consideration Value, Other Charges, Maintenance Related Amounts, or any parts thereof, payable by the Purchaser to the Company under the terms of this Agreement from the date the said amount becoming due and payable by the Purchaser to the Company i.e. 14 (fourteen) days, from the date the Company raises demand for the payment of such instalment, till the date of realization of such payments, the Purchaser confirms that the payment of Interest

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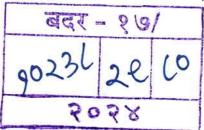
Company and shall not constitute a waiver of the same by the Company, unless specifically provided by the Company in writing.

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 tenantable repair and proper condition from the Date of Offer of Possession and shall not do or suffer to be done anything in or to the Building against the rules, regulations or bye-laws of the Ultimate Organization / Federation or concerned local or any other Authority or change / alter or make addition in or to the Unit or the Building or any part thereof and shall:
 - (i) Not carry out any additions or alterations in the Unit and, or, Building which affect the structure, façade and/or services of the units/wing (including but not limited to, not making any change or to alter the windows and/or grills provided by the Company);
 - (ii) Not make any changes to the common area/lobby and structural changes in the Building;
 - (iii) Not relocate brick walls onto any location which does not have a beam to support the brick wall;
 - (iv) Not change the location of the plumbing or electrical lines (except internal extensions);
 - (v) Not change the location of the wet/waterproofed areas;
 - (vi) Not make any alteration in the elevation and outside color scheme of the Building;
 - (vii) Not chisel or in any other manner damage or cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural elements in the Unit without the prior written permission of the Company and/or the Ultimate Organization;
 - (viii) Not to put any wire, pipe, grill, plant, outside the windows of the Unit to inter alia dry any clothes or put any articles outside the Unit or the windows of the Unit or any storage in any area which is visible from the external facade of the Building, save and except the utility area (if applicable); and
 - (ix) Keep the sewers, drain pipes in the Unit and appurtenant thereto in good tenantable repair and condition, and in particular so as to support shelter and protect the other parts of the Building.
 - 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.
- The Purchaser agrees and undertakes to cause the Ultimate Organization to g. ratify and confirm that the name of the Building and/or Ultimate Organization shall not be changed without the prior written consent of the Company.
- h. The Purchaser shall not allow the Unit to be used for user different from the nature of the user as approved by the authorities in the plan at the time of OC i.e. residential units shall be used for residential use only, office units for office use only, retail units for retail use only etc. No residential unit shall be used for commercial use or use as guest house by whatsoever name. Similarly, no office unit shall be used for storage or retail use.
- i. The Purchaser shall use the Car Parking Space only for purpose of parking the Purchaser's own vehicles.
- j. The Purchaser shall ensure that the key common areas of the Building viz. entrance lobby, garden & play areas, temple (if applicable) are maintained as per the highest standards with regular cleaning and maintenance. The Purchaser shall further ensure that refurnishing / major overhaul is done every 5 years, starting from Date of Offer of Possession.
- k. The Purchaser is aware that certain parts of the Wing/ Building/ Project including Otta, Parking, Garden, Terrace etc. shall be allocated for exclusive use of certain unit(s). The Purchaser covenants not to raise any claim or dispute in respect of such otta/parking/garden/terrace allotted for the exclusive use of any other unit(s) as well as any space available for hoardings/equivalent and all of these are agreed to be retained and/or allotted by the Company as restricted amenities. The price of the Unit has been determined taking this into consideration and the Purchaser waives his right to raise any dispute in this regard.







- I. 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 SUE WIGH



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.
- 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.
- ٧. 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.

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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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.

- The Purchaser agrees and acknowledges that it shall forthwith admit any X. 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.
- The Purchaser is aware that various purchasers have chosen to buy unit(s) CC. 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.
- The Purchaser shall do and perform, or cause to be done and performed, all ee. 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 surposes of this Agreement and the effective consummation of the transactions and obligations contemplated hereby.





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-estl* 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 ilegal, invalid of unenforceable in any respect under Applicable Law that shall not affect or impair the

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- 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.

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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.

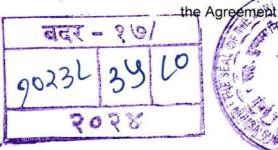
26. ENTIRE AGREEMENT

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
 - b. such disclosure is required in connection with any litigation; or

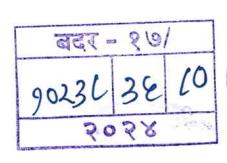
c. such information has entered the public domain other than by a breach of





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

SIGNED AND DELIVERED	
By the Company within named	
MACROTECH DEVELOPERS LIMITED	
through the hands of Constituted Attorney	
Mr. Surendran Nair	
authorised vide Power of Attorney)
In the presence of: Payesh Bhosalc)
1. Jagesh Bhosage)
2. Reshma)
SIGNED AND DELIVERED	
By the within named Purchaser	1 5 60
IBRAHIM KAYUM	, done
In the presence of:) ·
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2. Reshma	× 1
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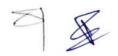




(Description of Larger Property)

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.

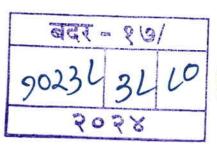




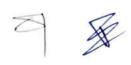
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(Chain of Title)

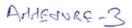
- 1. By Deed of Conveyance dated 14 December 2017 (registered with the office of sub registrar of assurances at Andheri-2 under sr. no.BDR4-10986/2017), Patel Engineering Limited, therein referred to as vendors, sold and conveyed in favour of Patel Land Developers Limited, therein referred to as purchasers, 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.
- Thus, Patel Land Developers Limited is the absolute owner of and otherwise well and sufficiently entitled to the Larger Property.
- 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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Pradip Garach

Roz-Rio-Apartments, B.S. Road, Karnani, urla (West), Mumbai - 400 070 lobile 9820501547

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), Mumb

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
- or 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 Prop
- 3. On perusal thereof, I hereunder give my observations as follows:
- 4. 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

Pradip Garach High Court, Bombay 6. Roz-Rio-Apertments, L. B. S. Road, Kameni, Kurla (West), Mumbai - 400 070 Mobile : 9820501547

- 7. 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.
- 8 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

,888.3 sq. mts.	Patel Engineering Limited
580.5 sq. mts.	D.P. Road
3 sq. mts.	Set Back Portion
	,888.3 sq. mts. 580.5 sq. mts. 3 sq. mts.

- 9. In the Order dated 5th May 2005, passed by City Survey officer, City Survey office, Andhen, it is mentioned that there is minor difference in the area mentioned on the PR Cards of CTS Nos. 216, 216/1 to 10 the area mentioned on the PK 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.
- 10 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).

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), Pilot 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 writtenfor consideration and on terms, covenants and conditions stated therein.

- 5 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 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 admeastring 7152 square yards or thereaboutts 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 considerations of the second consideration of the schedule thereunder written, for the consideration on terms, covenants and conditions stated
- 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. S

- 11. I am provided with the Property Cards all dated 05.10.2017 in respect 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.
- 12. 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.
- 13. 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.
- 14. I have caused Mr. D.K. Patil, Title Investigator to take the required 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 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 Thackersey Patel and Others. There are additional documents registered in respect of the said Property as hereinafter mentioned.



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Pradip Garach Advocate High Court, Bombay

6, Roz-Rio-Apartments, L. B. S. Road, Kamani, Kurla (West), Mumbai - 400 070 Mobile : 9820501547 Email:pradipgarach@gmail.com

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.

- 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
- 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 9

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Pradip Garach Advocate High Court, Bombay

6. Roz-Rio-Apartments, L.B. S. Road, Kamani, Kurla (West), Mumbai - 400 970 Mobile: 9820501547 Email pradipparach@gmail.com

- 22. Pursuant to the Certificate of Incorporation dated 27th 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.
- By Deed of Mortgage dated 23rd Novemec 2017 executed and registered under No. 11521/2c17 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.
- 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

Dated this 29th of December 2017

Pradip Garach)
Advocate High Court, Bembay

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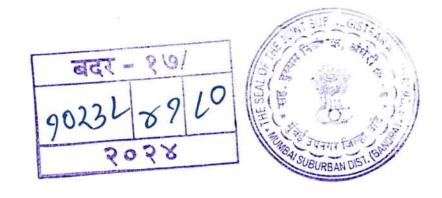


- 18. In case of mortgage debts of Dena Bank Limited, I have been furnished by Deed of Release dated 14th December 2017 executed by the Dena Bank in favour of the Patel Engineering Limited and duly registered under No BDR-4-10984 of 2017, which inter alia records the repayment of the mortgage debts in 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. mits or thereabouts (earmarked for DP Road) and Property bearing CTS No.216C admeasuring 583 sq. mits 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 Andhen-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.

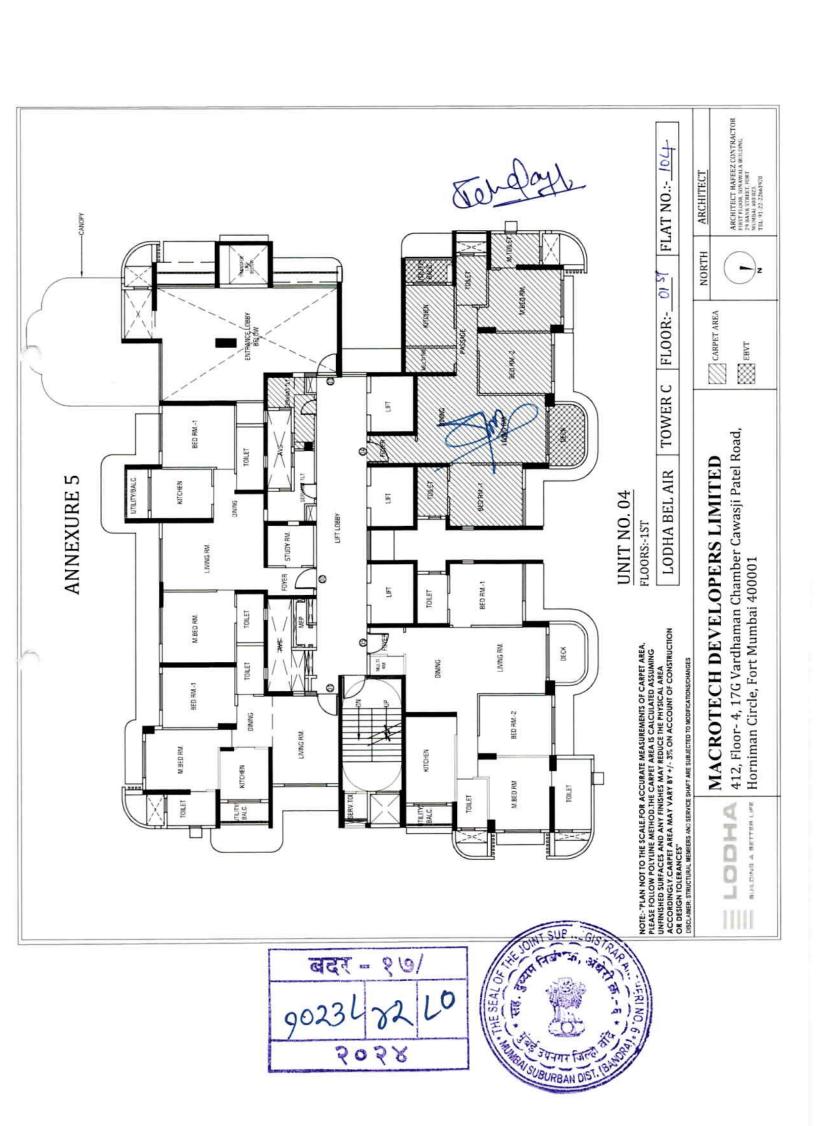
(Key Approvals)

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









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(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	Booking Amount I	7,63,000	02-06-2024
2	Booking Amount II	30,47,938	02-06-2024
3	Booking Amount III	57,16,408	30-06-2024
4	Within 90 days	2,74,38,756	08-09-2024
5	On date of offer of Possession	11,43,282	Due As Per Construction

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.

urchaser separately immediately upon the same being demanded by tr

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(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 ВНК	5	
4 BHK or larger	6	

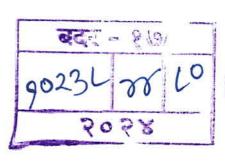
(VIII) Date of Offer of Possession: 30-11-2024, subject to additional grace period of 6 Months and any extension as may be applicable on account of the provisions of Clause 10.4.

(IX) Project Details:

1) Project Name: LODHA PATEL ESTATE - TOWER C. D

2) RERA Registration Number: P51800014860

3) No. of Buildings: 2







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:
 - 1. BCAM Charges:

Rs. 2,65,035/- (Rupees Two Lakh Sixty-Five Thousand Thirty-Five Only) covering period of 18 months from DOP.

- 2. **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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(Common Areas and Amenities)

List of Amenities

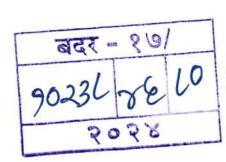
- 1. Air-conditioned homes with split unit A/C*.
- 2. Marble flooring in living, dining and passage.
- 3. Marbital flooring in bedrooms.
- 4. Toilets finished with sanitary ware from Kohler/Duravit** and CP fittings from Kohler/Isenberg**.
- 5. Kitchen with granite platform, stainless steel sink and 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

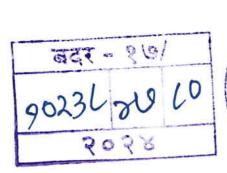
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(Special Conditions)

- 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.
- 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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(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.

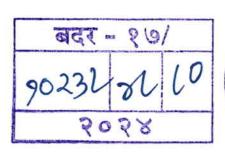
I / we agree and acknowledge that, pursuant to the provisions of the ATS:

- 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;
- 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;
- The Refund Amount is to be determined and paid to me/us in accordance with the provisions of the ATS.; and
- On the receipt of the Refund Amount in accordance with the ATS, I / we shall have no claim of any sort whatsoever against the Company in respect of the Unit or otherwise.

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

Yours sincerely,

[name of customer]

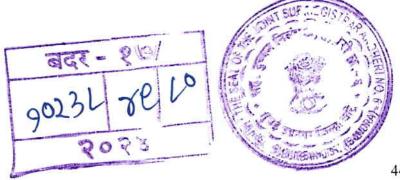




Annexure 10

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

Fr.		
Name of Constituted	Photo	Signature
Attorney		
Surendran Nair		
		De S
Rahul Wandekar		
		Alexander of the second
Pandhari Kesarkar		P. R. Keverkan









Signature of Primary Applicant

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 Date of Application: Application No: 155162 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. **IBRAHIM OAYYUM** Prashant Bindal Name of Name of Chief Sales Officer Primary Applicant Joint Applicant

Signature of Joint Applicant.

Signature of Sales Manager

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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.

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
- Licensed Surveyor, SHASHIKANT LAXMAN JADHAV, B-106, NATRAJ BLDG., MULUND (W)
 For information please

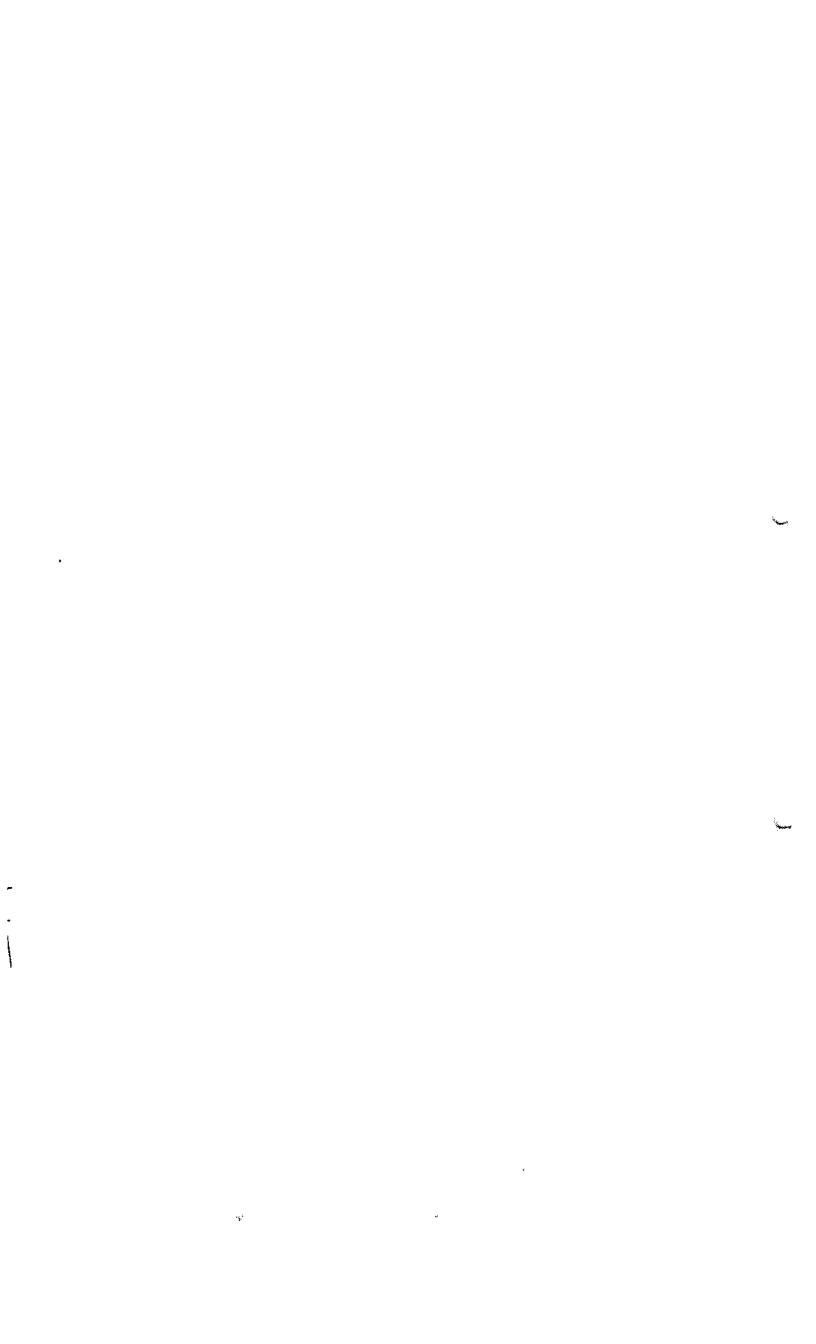
Digitally signed by Vijay Shankarrao Tawde Date: 21 Mar 2023 19:45:30 Organization Brhammumbai Municipal Corporatio Designation: Executive Engineer

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

CE/9402/WS/AK/OCC/2/New

90236 49 60 2028







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 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.

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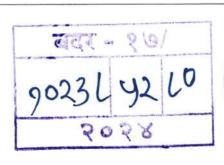
- 1. Asstt. Commissioner, K/W Ward
- 2. A.A. & C. , K/W Ward
- 3. EE (V), Western Suburb I
- 4. M.I. , K/W Ward
- 5. A.E.W.W., K/W Ward
- 6. Licensed Surveyor, SHASHIKANT LAXMAN JADHAV, B-106, NATRAJ BLDG., MULUND (W) For information please



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

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





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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.

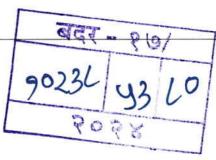
Copy To:

- 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 Scpanrao Ghadge Date: 15 Jul 2022 16 20 42 Organization Brihanmumbal Municipal Corporatio Designation Executive Engineer

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

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







COMMENCEMENT CERTIFICATE

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C.C. for using 1-F up to tap of 40 floor (M. 16.40 mt; ASL) as per approved, your closed 25/07/2018 Approved By

A.E. (B.P.) (CVCN) KPAN SAME

Assessing Engineer (SP) Name Co. 10 34 2525 Valid Upto: 09 Aut 2021 Assistant Number DEMONSTANCE CONTINUES Remark

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Approve by A Light J. HANN

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Approved By
A.E. (B.P.)CWDN) HIRAN DARK

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Application Number

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

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Approved By

A.E. (B.P.) (UNION) SARIE

Assumed Engineer (SP)

Application Number

Basis De 10 Jul 2020

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Approved By
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Assessed Engineer (SP) Venture TRANSPORT

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Page 2 of 4 On 15 Nov. 2021



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Assistant Engineer: Building Proposal Western Suburs 14 W West Ward

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

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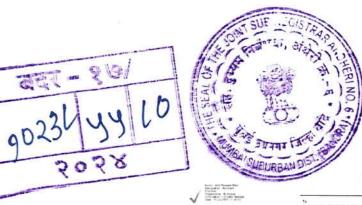
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Aggreed By
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For and on behalf of Joses Authority Municipal Concention of Greater Number Assumed Engineer Business Proposed Visitions Suburn LK W Word Vising

题 MUNICIPAL CORPORATION OF ORGATER MUNICIPAL ACTION FOR PROPERTY ACTION

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

(iii) interests in your application for CENSE/WEAK/FCC/WARREST Date 18. Our 2015 for extramed Personator and great of Commonweak Certificate under feature 41.5 kill of the Management and Land Personal for 15 kill of the Management and Enterth and Section 15 kills of the Management and Enterth Act 15 kills or serious M44 co. Private serious Certificate 41.5 kills or serious M44 co. Private serious Certificate 15 kills or the Management and Total in serious Section 15 kills or the Management 15 kills or

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Volation: 10 Feb 2021 Baue On: 11 Fee 2019

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

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- The Development work in respect of which permission to granted under this certificate is not solved out the user halves is not in accordance with the samplement plans.
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MUNICIPAL CORPORATION OF GREATER MUMBAI MUNICIPAL COMPONATION OF GREATER MUMBAY
FORM 'A'
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Approved By

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

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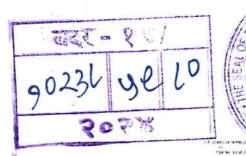
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one was regionally incorporated with the name PATEL CAND DEVELOPMERS LIMITED.



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on of Autho Share Capital of the Transferee Company and fee payable by the ee Company shall be in noo Section 2.12 (Noting the Companion Ace, 2013)

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e) All the Procedure Company and Procedure Company are expand allied accorder. Nexus, they may be shreeted to closely the with Maharushins Bules and Regulations 2017

9 In so far as the observation made in paragraph to (a) of the Report of Regional Director is concerned, the Relationic Companies undertake that if will comply with all the applicable Accounting Standards. Further, in addition to compliance with the applicable Accounting Standards, the Transferrer Company shall pass such Accounting enteres as may be necessary, in connection with the Scheme to comply with other applicable. Accounting

Standards.

10. To sold as the observation mate in paragraph IV (b) of the Report of Regional Director is concerned, the Petitioner Companies undertake to companies with provisions of Section (2013)(i) of the Companies Act, 2013 is regioned combination of Administration for Admi



BEFORE THE NATIONAL COMPANY LAW TRIBUNAL MUMBAI BENCH

C.P. (CAA)/1474/MB/2018 ESA No. 63 of 2018

In the matter of Scheme of Merger by Absorption of Bellasimo Land Dwellers Limited (First Tethoner Company / Transferor Company) with Bellasimo Developers Thane Private Limited (Second Petitioner Company / Transferoe Company) and their respective Sharenoises.

(First Petitioner Company / Transferor Company

(Second Petitioner Company 2 Transferee Company

Order Delivered on 5° day of July, 2018

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SUBURBANDIST. P

For the Petitioners: Mr. Aje Singh Tawar Un Aje Singh Tawar & Co. Advocates for Petitioners

Per: Bhaskera Pantyla Mohan, Member ()

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CSA No. 43 of Blue

osed to the Company Petition are one

Chair stortus.

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In soft as the observation index in paragraph IV (a) of the Report of Regional Director is concerned, the Learned Counsel for the Petitioners sulmitis that, the Transferor Company and the Transferoe Company has filed.

Form ACCA Wood SEN GRIPS-1445 Sated 15° May 2018 and SRN GRIS27993 (atted 28° April, 2018 respectively.

13. In so far as the observation made in paragraph IV (a) of the Report of Regional Director is concerned, the Petitioner Companies through their Counsel Submits that, the Petitioner Companies have served notices upon Maharasters Real Estate Regulatory Authority through registered post on 23° Day of March, 2018; nowever no commetts were received. There are onegoing projects in Transferor Company and Transferoe Company that are registered with Maharasters areal Estate Regulatory Authority. Through registered that has a personal is required for the Petitioner Companies further clarifies that no approval is required for the Petitioner Companies further clarifies that no approval is required to Maharasters in Regulatory Authority dated in Neverther 2017.

14. The observations make by the Regional Director have been explained by the Rectioner Companies submits that the accordance for the startifications and undertakings given by the Petitioner Companies are accreted.

15. The Retitioner Companies submits that the accordance in Claire 1.12 of Definitions of Part – A of the Scheme which is in compliance with Section 23(2) of the Companies Area accreted.

16. The official Linuidates has filed his report dated 19 day of June, 2018, and the appointed date but shall be operative from the effective from such appointed date but shall be operative from the effective date.

16. The official continuation has filed his report dated 19 day of June, 2018, and the regional shall be perative from the effective from such appointed date but shall be



CF (CAS)(474)MI(3014 (SA No EL F2E)

The Petitioner Companies have approved the said scheme of Merier's light Absorption by passing the Bland Rasolution, which are annexed to the Joint Company Scheme Petition.
 The Learnest Counsel for the Petitioners state that the petitions have been filled in companione with the order passed in the Company Scheme Application No. 63 of 2018 of National Company Lew Tribunal, Mumbal Bench.

seen field in consonance with the order passed in the Company Scheme Application No. 6.3 of 2018 of National Company Lew Tribunal Mumbal Bench.

5. The Learned Coursel for Positioners Suffer states that the Petitioner Companys have compiled with all requirements at per directions of National Company Law Tribunal, Mumbal Bench, Moreover, the Petitioner Companies undertake to comply with all the statution requirements of any, as resulted undertaking is accepted.

6. The Learned Coursel for the Petitioner Companies submits that but not Petitioner Companies are engaged in the outers and contribution and development of real estate and allied activities.

7. The marger of the Transferor Company with site Transferoe Climinary would, inter-all, have the following benefits:

• Consolidation and simpolification of group structure.

• Althoring operational and management effluency, by well of consolidation of businesses.

• Post the Imerger of Transferor Company with Transferoe Company, transferoe Company shall stand disastived. Consequently, there would be lesser regulatory and legal compliance obligations, including accounting, reporting requirements, statisticity requirements. Ita Sings, company law requirements, statisticy requirements. Ita Sings, company law requirements, etc. and therefore reduction in administrative crafts.

8. The Regional Director has field its report stated 3° day of Jains 2018.

company are instanced and instanced and instanced and instance control a

Paragraph IV, of the said report reads as follows:

s) In mildren to compliance of AS-14 (IND AS-103), the



Petitioner Companies are directed to lodge a certified / authenticated copy of this order and the Scheme with the concerned Superintendent of Stamps for the purpose of adjudication of stamp duty payable. If any, on the same within 60 working days from the date of the recept of the certified copy of the Order, for the purpose of adjudication of stamp duty payable. If any on the above.

20. Petitioner Companies are directed to lodge a certified copy of this order along with the copy of Scheme of merger by absorption with the order along with the copy of Scheme of merger by absorption with the ordered along with the copy of Scheme of merger by absorption with the ordered along with the copy of Scheme of merger by absorption with the ordered along the certified copy of the Order by the Registry, date with 6 by the Deputy Perceion or the Assistant Registry, each of as any bit. of the National Company Law Tribunal, Mumbal Bench.

21. The Petitioner Companies to pay cost of Rs. 25.0002- each to the Registry from the date of this Order.

22. The First Petitioner Company to pay cost of Rs. 25.0002- to the Official Updidator. Mumbal, cost to be paid within four weeks from the date of this Order.

23. All concerned registers withoutlies to are no. a ratio of this notice.

Order. 3 concerned regulatory authorities to act on a copy of this order along with Scheme duly authoritizated by the Deputy Director or the Assistant Register, as the case may be, National Company Law Tribunel, Mumbal Bench

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V. NALLASENAPATHY MEMBER (T)

BHASKARA PANTULA MOHAN MEMBER (J)

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SCHEME OF MERGER BY ABSORPTION

BELLISSIMO LAND DWELLERS LIMITED

INTO

BELLISSIMO DEVELOPERS THANK PRIVATE LIMITED

430

THEIR RESPECTIVE SHAREHOLDERS

UNDER SECTIONS 250 TO 132 AND OTHERAPPLICABLE PROVISIONS
OF THE COMPANIES ACT, 2013

This Scheme of Merger by Absorption. (the "Scheme") is presented under features 200 to 212 and other applicable previous of the Companies Act, 2013 (including any statemer) modification or re-maintener or amondment Bernett' for integer of BELLESSMO LAND DWILLERS LIMITED Theresalties related to a "The Promptors Company" both BELLESSMO DEVELOPIES THANK PRIVATE LIMITED (thorougher related to as The Promptors) (response).

(A) DESCRIPTION OF COMPANIES

HELIANING LAND DWELLERS LIMITED thermular referred to as "BLDE" or "Transferor Compute Transferor) was magnedy incorporated under the Computers Act 2013, on 19° Day of Squamber. 2015 under the name and style of "Patril Land Developers Limited" vide. Computer Identity Number U41100012210PLC2591. Infrarquently, it shanged in name to Basinings of Developer Limited tresh carefulate of occuprocated undergood-layer three of name was round by the Register of Computers. Mapping on 27° Jay of

PAREA DEFINITIONS AND SHARE CAPITAL

1. DEFINITIONS

- 1.1 is the Scheme union repugner to or excesses with the subject or comes showed, the following expression shall have the following meanings:
 - 1.1.1 "Act" or "the Act" means the Companies Act, 2013 (including any statutory modifications and re-enacitmens thereof) as in finite from
 - 1.12 "Appointed Date" means the 5"day of Docember, 2017 for the purposes of Section 222(8) of the Companies Act, 2013 and Softene shall be effective trees the absenced deer.
 - 1.1.3 "Board of Directors" or "Board" muon the Board of Directors of the Transferre Companyof the Transferre Company, At the name may be, and shall include a duly assessment Committee thereof.
 - 114 "Efficies Date" neurs the day in which the confide I authorizant voyees of the order of the Netion Company Law Tribund at Manhai spectioning the Scheme are filed with the Register of Companies, Mahazarton, Montal;
 - 1.1.1. "BLDL"or Bellinion. Land"or Transfere: Company" ments thelimine Land Dwellers Limited (Intently Surses as Paul Land Developer. Limited Seeing. CN: 14110506(2018):E7859(1); 2. paths. Limited company incorporated under the gallgroom of the.

minimity pretaining to expectation, information, provinges, liberties, advantages, customers and all the right, toth, interest, qualitative bard and advantage, deposits, reserves, pertainings expenses, benefit of deformed resource expenditure, provisions, advances, receivables, deposits, burds, catch, busik balances, memoria, and all other rights, buesfits of all agreements, infinition, and all other rights, buesfits of all agreements, infinition, grants, incentives, tax credits (including but make limited to results in respect of isometic (including but make limited to results in respect of isometic (including but make liai.1: has me book profits, frage benefit (including allemants) allowaters; and other claims and powers, all books of accounts, fromments and resemble of whitever nature and where so even stated belonging to or in the patternior of or granted in favor of or minjored by the Taxadeus Company, as on the face remediately preceding the Appearent Dates;

- (b) All the delete, present and future labellines, payables, contingent labellines, dates and obligations (including deleter region obligations under any agreement, contexts, applications, better of most or any other comments) as on the delete associately providing the Approved Descreet
- All employers on the payents of the Transform Company on the closing hours of the date immediately proceding the Effective Open

It is immitted that the definition of Undertaking under this tissue would enable the transfer of all property, search, rights, duties, employees and liabilities of Transferor Company into Transferor Company pursuant to this Silvene.

Translater Company p.

The expressions which are used in the Scheme and not defend the Scheme and the context of translations about a surgeous or outcomy to the context of translations and the scheme about the scheme and the scheme



(ii) BELLISSIMO DEVELOPERS THANE PRIVATE LIMITED or referred to as "MOTPL" Ira Company") was originally immerciated under the Companies Art 1996, on the 11 *One of September, 2012 order the name and style of *Ledha Resity and Technologies Private Limited' volc Corporate Identity Number 1/45200MH2512PTC235599 Subsequently is changed its name to Inhoner Resity and Technologies Private Limited' and a their certificate of incorporation consequent upon change of name was need by the Register of Companies, Munhai on 24th September, 2012 and Subsequently, it sharped its name to Ledba Developers These Private Limitedard a first continue of incorporation consequent upon charge of name was issued by the Regioner of Companion, Monthal on 17th April 2017 and unity Bellissian Developers Thase Private Limited and a both serificate of muorporation consequent upon change of name was stand by the Registrar of Companies, Months on 7th January 2018. The registered office of BOTPS, is shared at 412, Floor- 4, 17G Varifiance Charles Cavasii Paul Road, Hominum Circle, For Munhel, Mahasadors - 400001, India. BIJTPS is engaged in the business of its engaged in the business of Construction and Development of Real Estate and Allied Activities.



Cimpanics Act. 2013 in 19th Day of Expender, 2015 and having its regionred office at 412. Plote 4.1FG Varihamus Chardee Circusy Pairt Read. Horsiman Circle, Fort Mumbar - 400001 Maharahes, India.

- 1.1.6. "BOTPL" or "Bellinian Developers" or "The Transferor Company" mean Hellinian Developers There Private Limited (formetly known as Loubs Developers). A private Limited (formetly known as Loubs Developers). A private Limited (formetly known as Loubs Developers). The Limited Company of the Company of the
- 1.1.7 "Governmental Authority" crease any applicable Cunted, State or load Government, Injunture body, regulatory or administrative authority, agency or commission or any court, tribunal, board, and the commission of injuntumentality thereof or arbitration or arbitral body laving parameterism.
- [13] "National Company Law Tellment" means the Months Broth of National Company Law Tellment of judicieties at Monthsi in Mehandina having jurisduction to relation to BLDE, and BOTPL or such other computant authority under the provisions of Sections 139



berrof, have the same meanings accribed to these units the A₁X and othe applicable laws, rules, regulations, bys-laws, at the same may be

2. DATE OF TAKING EFFECT

The Scheme set out herein to its present farm or with any modification(s) approved or imposed or directed by the National Company Law Tribunal under Chains 17st the Schemeshell be effective from the Appended Date but shall become operative from the Efficie Date.

The resign of the Transferor Company with the Transferor Company shall be in autoritance with Section 2(18) of the Incorporate Act, 1961

3. SHARE CAPITAL

3.1. The Share Capital structure of the Transferre Company so per the lan

Particulare	Amount in Ro	
Authorized		
33,310,000 Equity shares of Ro. 10° each	3,51,96,000	
Total	3,51,00,000	
Issued, Subscribed and Paid-up		
7,11,000 Equity shares of Rs. 13r-mah	11,00,000	
Total	71,90,696	

Subsequent to 31*March, 2017, and up to the date of filling of this Schom
by the librard of the Transferre Company, then has been package, \$5 th
Authorized, Issued, Industried and Faid up Share Cappail of the Transferre
Company

(B) RATIONALE AND PURPOSE OF THE SCHEME

The marger of the Essentiere Company with the Transferre Company would may also have the following benefits:

- (i) Crosolidation and simplification of group structure.
- (ii) Actioning operational and management efficiency by way of personalisation of humaneses.
- (iii) Foot the energy of Transferor Company-with Enterfore Company-their Energy of Company-their Energy of the Energy of their England Energy of their England Engl

In view of the afensaid, the Board of Discoon of the Transferor Company as well as the Board of Discoons of the Transferor Companylane considered and proposed the Margarhetween the Transferor Company with the Transferor Company

This Scheme also provides for various other matters consequential or otherwise integrally committed below th.

For side of convenience this Scheme is divided into following

Part. A - Desiring with deflortions and share capital;

Part B. Desirg with margin by absorption of BELLINGIMO LAND OWELLESS LIMITED with "BELLINGIMO DEVELOPERS THANK PRIVATE LIMITED."

Pact 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 Tinhunal or any other Government Authority:

- 1.110. "Lindertaking" means and includes the whole of the undertaking, business of Transferrer Company, as a going concern, being carried on by Transferrer Company and shell include everbook limitation).
 - tal Al the atom and properties, whether moveble or animivable, and or permote, in possession or reversion, corporal to incorporate, temples or intemplete, present or antemporal and including but not limited to land and building, all fixed and including but not limited to land and building, all fixed and incoroller gloss and machinery, whether, fixed nature, work as progress, current animits, revenue, therefore, fixed nature, work as progress, current animits, invention, membership of professional annualisms, other anoculations, and others, or permote annual natural annual network and the progression of any members, incorporate takes or customs, and other income one, records on pattern whether and other inputs and increase including any applications in respect theoret, transcript, land leads of a posterior plants, large pathons, leading annualments, benefits of sourcely arrangements, security arrangements, security arrangements, and the pathons.



 The Share Capital screened of the Communicationpurpos per the last marked before a con March 11, 2017 in an order.

Particulars	Amount in Ro
Authorized	
10,000 Cooky Shares of Ro. 19- each	116,006
Tutal	196,040
Invent, subscribed and fully paid up	
10,000 Equity Sheets of Ra. 101-each	100,000
Tutel	100,000

Subsequent to 31th March, 2017, and up to the iden of filing of this lichems by the Board of the Transferro Company, there has been no charge in the Authorized, Issued, Subscribed and Paul up Share Capital of the Transferr

Further, the entire agenty share capital of the Transferor Company is held by the Transferor Company) in the BLDE Jointon's owned automacy of the BOTPL.



PARLE

MERGER OF THE TRANSFEROR COMPANY WITH THE TRANSFEREE COMPANY

Merger of BLDL with BUTPL as a grong concern shall be in the follo

COMPLIANCE WITH TAX LAWS

- me has been drawn up to comply with the co specified under Section 2(18) of the Income-tax Act. 1961 and other one of the Income-tax Act. (96) involving marger as atorisid. If any terms or provision of the Scheme are fined or interpreted to be inconsistent with the provisions of the said section at a tors date including resulting from a retrospective amountment of law or fig ary other reason whatsoever, till the time the Scheme becomes effective the provisions of the said section of the lacone-tax Act, (46) shall pre-ai and the Schome shall stand modified to the extent determined recessary to comple with Section 2/10 of the Incompanies Act. 1967 and other re of the locome too. Act. 1951
- 4.2 On or other the Effective Date, the Transferor Company and the Transferor Company are expressly presided to assise their financial statements and more along win preumhed forms. (Hings and senescre moles the Income tax Act, 1961. Wealth-tax Act, 1957 crackading for the purpose of recomparing tax on back 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 condits for taxes paid, and to claim tax families, etand for maters incidental thereto, if required to give effect to the of the Scheme from the Appeared Date
- All fax assessment proceedings' appeals of whotoever



not be in any way projudicially affected by reason of the Merger of the Transferor Company with the Transferez Company or anything contained in the Scheme.

- Customs Act 1962, Service Tax laws, applicable Store Value Added Tax have in other applicable laws' regulations dealing with taxes' diffics' levier Elocable or related to the Transferor Company to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed Date shall be transferred to Francisco Company. Any surplus in the provision for taketion / duties levies account including advance tax and tax deducted at source as on the stely providing the Appointed Date will also be in the account of the Transferre Company
- 4.5 Any refind under the Income-tox Act. 1961, Wealth-ser Act, 1957, Customs Am 1962, Service Tax Jaws, applicable State Value Added Tax laws or other applicable fews/regulations dealing with taxes' duties' levies allocable or sainted to the Transferor Company and the to the Transferor Company consequent to the assessment made on the Transferor Compan for which no credit is taken in the accounts at on the date in prometing the Appointed Date shall also being to and be a

- 4.6 All taxes credit including income tax, tax on book profits, credit on 1961, sales tax, excise duty, custom duty, service tax, value added tax, etc. and/ or the profits of the undertaking before the Appointed Line, shall be in account of the Transferre Company and, in so file as it relates to the tapayment (including, without limitation, incrime-tax, has on book profits ive tax, entire duty, control duty, service tox, value added tox, etc.) whether by way of deduction at source, advance tax, MAT credo or otherwise however, by the Transferor Company in empect of the profits or activities or operation of the business after the Approximal Date, the same shall be deemed to be the corresponding item poid by the Trans Company and shall, in all proceedings, be dealt with accordingly. Further any sax deducted at source by the Transferor Company: Transfero Company on payables to Transferor Company: the Tra respectively which has been deemed not to be account, shall be deserted to be advance insus paid by the Transferre Company and shall, in all proceedings, he dealt with accordingly
- made by the Transferor Company under the Income tax Act, 1961. Wealth tax Act, 1957, service tax laws, contents law, more value added tox or other applicable fews / regulations dealing with taxes shalles / levies shall be made or depend to have been made and duly complied with by the Transferre Company
- losses, used to Executing, without Sections income tox, tax on book Transferor Company are excited to in tires of applicable last, while he

5. TRANSFER AND VESTING OF THE TRANSFEROR COMPANY INTO TRANSFEREE COMPANY

from the Appointed Date, the entire undertaking of the Transferor roory shall be transferred to and visited in or be dressed to be transferred to and rested in the Transferer Company in the following

- Cl. The Unders arrent and liabilities of whatoever nature and where no ever situated, shall under the provisions of Sections 210 to 212 and all other applicable provisions. If any, of the Act, without any further act or deed move or uses 5.2 and 5.3 below), he transferred to and versed in and or be deemed to be transferred to and vessed in the Transferre Company as undertaking of the Transferre Company and to vert in the Transferre Company therein
- 52. All the morable arrest of the Transferre Company, capable of passing by physical delivery or by encomment and delivery, shall be so regulared to the Transferre Company and desired to have been physically banded over to photogal definers or two endowment and delivery, as the case may be Companyto the end and ment that the property and benefit therein passes erre Company with offers from the Approximal Date
- In respect of any soons of the Transferor Company, other than used in Sub-Clause 5.2 above, including sundry deboors, deferred infor value to be more et. Nack belancement deposits, if play with

CENTRAL TERMS AND CONDITIONS

ng into effect of this Scheme and subject to the provin-

the Scheme and without any Suther set of the parties, all memoraids of

service contracts and supplier contracts), schemes, assurances, licences.

traurance policies, grazianires, dends, bonds, agreements, arrangements and

ferour of the Transferor Companyor powers or authorities granted by or to

the benefit of which the Transferre Company may be eligible and which

continue in full fine and effect against or in laying of the Transfere

as if, instead of the Transferor Company, the Transferor Company had

the siming into effect of this Scheme enter into and/or insie and/or

execute deads, writings in confirmations to give effect to the provisions of the Scheme and to the extent that the Transferor Company it required prior

to the Effective Date to min in such death, wenings or confineations, the

referre Company shall be entitled to set for and on behalf of and in the

8.2 The Transferre Company shall, if so required or becomes nec

name of the Transferor Company, as the case may be

ing or having effect immediately before the Edfe

naviling, comingto (including but not limited to pustioner comments

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ers and other persons, the same shall, without any further are instrument or dead, he transferred to and stand vested in and for he doesned to be transferred to and stand vested in the Transferrer Company under the provisions of Sections 210 to 212 of the Act.

- 5.4. With offer from the Appeirted Date, all debts, fishtives (suchaling the Transferor Company, as in the Appointed Date whether provided for or not in the books of mounts of the Transferor Company, and all other liabilities which may scorus or arise after the Appended Date but which to the Orders of the National Company Law Tribunal or such other without any further act or deed. He transferred or deemed to be transferred Appointed Date the debts, liabilities [including deferred tax liabilities and es), duties and obligations of the Transferre Company or the same terms and conditions as were applicable to the Tra-
- 5.5. Without prejudice to the above provisions, with effort from the Appointed Date, all inter-party transactions between the Transferor Company and the Transfere Companyabili be considered as lors party transactions for all

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As the Transferor Company in a wholly-curved exhaultery of the Transferre Company, no consideration shall be payable paramet to the Merger of the Transferor Company with the Transferor Company, and the equity shame held by the Transferee Company in the Transfe

2. ACCOUNTING TREATMENT

Upon the Scheme becoming effective, the Transferre Cor acrount for the Merger of the Transfetor Companies on its books of ets work affect from the Appeared Date as per Thiolog of Interest Method' provide in Appendix C of Indian Accounting Stanlard 185 the provisions of the Companies Act, 2011, forwards over alla reclude the

- 11. All the assets, liabilities and reserves in the Teols of the Transform presume to the Scheme shall be recorded by the Transferre Company of their currying amount as appearing in the books of the Transferor
- if any, shall stand concelled
- The difference, if any, between the animals recorded as share capital usued plus any additional consideration in the form of each or other south and the mount of share capital of the transferor shall be transferred to capita escrive and should be presented separately from other capital seserver
- case of my differences in the accounting policies be Companies and the Transferor Company, the corport of the same till the Appointed Date of Merger will be quantified and adjusted in the reserves of the Transferre Company to ensure that the Ensocial state Insistence Company sellect the true Ensocial position on the basis of





on the Effective Date, the same shall not abuse of or he in any way prejudicially affected by reason of the ness and Undertaking of the Transferor Company ing contained in the School, but the proceedings shall be stiment, prosocuted and enforced by or against the Transferee Company in the same manner and to the same extent as they would or might have been sometimed, prosecuted or endoced by or against the Transferor Crospany, if the Scheme had not been made.On and from the Effective tree Company may initiate any legal proceeding for and or

18. EMPLOYEES OF TRANSFEROR COMPANY

behalf of the Transferor Company

- 10.1. On the Scheme coming into effect, all staff, workmen and employees (including those on sobbatical / materialy leave) of the Transfero Company in service on the Effective Chee shall be deceard to have become staff, workman and supplysees of the Transferer 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 Transferor Company on the Effective Date, if any
- Super Assumbles Fund or any other Special Scheme(s)/Fund(s) (hereinafter referred as "Fund or Funds") errored or existing for the benefit of the staff. workness and employers of the Transferre Company is concerned, open relatinated for the Transferor Company for all purposes whererelation to the administration or operation to the said find of loads in relation to the colligation to make contributions to the said find of loads in the colling and the colling provided in the relation to the administration or operation of such Fund or Funda at

respective Fund or Funds, if spry, to the end and intent that all rights, duties or Funds shall become those of the Transferre Company and all the rights. Company under such Find or Finds shall be protected, subject to the en of law for the time being in force. It is clarified that the serve of the staff, workeners and amployees of the Transferor Company will be Funds and the other benefits such as long service awards, if any

IR.S. In so for as the Fund or Funds present or existing for the best employees of the Transferor Company are uncorned upon the country office the Transferor Company in the said Fund or Funds as on the Effective Transferor Company to the corresponding Fund or Funds set up by the

II. BUSINESS AND PROPERTY IN THUST FOR TRANSFEREE COMPANY

- 1) 1. With effect from the Approprial Date upto and including the Effective
 - (a) The Transferor Company shall carry on and he deemed to have carried on their respective business and activities and shall stand presented of whole of their respective undertaking, in trust for the
 - and all crots, charges, expenses and lorses or trace countring for int







- credit, lases withcidized in a firmige country, etc), incared by the Transferor Companyshall for all purposes he treated as the income profits, smoo, charges, expenses and losses or teacs, so the case may be, of the Equation Company and stall be available to the Transferre Company for being disposed off in any manner as it thinks
- 11.3. With effect from the Appenent Date, all dubts, liabilities, dubes and the date preceding the Appeared Date, whether or not provided in the books of the Transferr Company, and all Sabilities debts, duties. obligations, which artic or acords on its after the Appointed Date shall be decored to be the debts, lightfiles, duties and obligations of the Transfere

12. CONDUCT OF BUSINESS UNTIL THE EFFECTIVE DATE

- 12.1 The Transferor Company shall carry on and be deemed to have been carrying on its business and activities and shall stand personned of and hold all of the Undertaking for and on account of and for the benefit of and its true for the Transferor Company . The Transferor Company bendy undersales to held the said assets with obsset produces until the Effect
- 12.2. The Transferor Company shall early on its business and activities with means to wrong of any of the person authorised by the floard of Directors of the Transferre Company, (i) self, alienste, charge, and page. encurrier or otherwise deal with or dispuse of the assets floopfloing the Undertaking or any part thereof or undertake any finan-

may be and for this purpose the many duties and first peak on the autorized shee capital of the Transferre Company shall be utilized and applied to the receased authorized share capital of the Transferor storp duty and/or he by the Transferor Company for increase in the

ing effective and consequent Mergrand the Transferor Company one the Transferre Cooping: the authorized chare capital of the Transferrer Company will be as under

Perticulars	Amount (Rx)	
Authorized share capital		
31.20.000 liquity shares of Rx. 101-mark.	1,52,90,900	
Total	3,52,80,000	

It is claimed that the approval of the monthers of the Tourstene Comp to the Scheme, whether at a meeting or otherwise, shall be desired to be their consent I approval also to the amendment of the Momonandum of occasion of the Transferre Company as may be required under the Act. and Clause V of the Menningham of Association of the Transferor Company shall search solutioned by virtue of the Scheme to read as Name of

Соправу –

decided one 25 20,000 (December Labbe Tweety December 1997). Sharet of Ro 16: (Roper Ten onles eacherth rights) professes and andries are ing therete at me provided by the 22

18. VALIDITY OF EXISTING RESOLUTIONS, ETC.

Upon the assuing into effect of the Scheme, the resolutions of the or Company so are con and secreeary by the Board of Directors of the Transferre Company which are validly solvening be considered as resolvenes of the Transferre Company. If any such translations have any momentary Senits approved under the preventions of the Act or of any other applicable standary provisions, then the sold limits, as we comidered recessory by the Board of Directors of the Transferor Company, shall be abled to the limits, if any, under the like resolutions passed by the Transferor Company

19. SCHEME CONDITIONAL ON APPROVALSBANCTIONS

- - 19.1.1 Approval of the Bohme by the requisite majority of each class of the respective members and conditors of the Transferor Company and the Trateform Company, if applicable, in sense 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 Transferor Company Law Tribunal.
 - 19.1.3. The certified or authoricated segion of the orders of the Nacional Company Law Tributal sensitiving this School being filed with the appropriate Registrac of Companion

28. EFFECT OF NON RECEIPT OF APPROVALMANCHONS

being strained and/or complied with and/or satisfied and/or MELS

- shell it undertake any new business or indutaritally expand its existing
- 12.) All the profits or income account or arising to the Transferor Company or expenditure or losses arising to or incorred or suffered by the Transferor Company, with effect from the said Appendied Date shall for all purposes and insures he treated and he deemed to be end accross so the profits. as the case may be
- 12.4. All taxes of any nature, duties, case or any other like payments or debations reads by the Transferor Company to any Statutory Audicities such as livering Tax (including advance tax and Tax Deducted receivable VAT ent or any tax deducted / sollened at source relating to the period ned Date and up to the Effective Date shall be deemed to have been un account of or on behalf of or paid by the Transferre account of and give credit for the same to the Transform Company upon the passing of the order in the Scheme by National Company Law Tribunal agent relevant proof and documents being provided to the said suttunities to this effect. The Transferor Company shall not after its equity capital structure either by fresh issue of shares or convertible prescribes ton a rights basis or by way of brane share or otherwise) or by any dec reduction, exchangluation, sub-division, consolidation, or organization or to any other manner, except by and with the comment of the Board of Directors of the Transferor Company

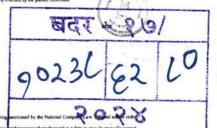
12.5. The Transferre Company shall be entitled, pending the sea departments and authorities concreted as are necessary under a

agental 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 of Association of the Company for the time being and to sary, modify or adroquie any sack right, provinge or s may for the time being permitted by the Act or by the Articles of

DEALS WITH OTHER TERMS AND CONDITIONS

15. DISSOLUTION OF THE TRANSFEROR COMPANY

- 13.1 On the Scheme bosoning effective, the Transferor Company shall shard discived without being wound up and without any further set by the
- 15.2. On and with office from the Effective Date, the names of the Transferor Company shall be struck off from the records of the appropriate Registra of Companies. The Teamforce Company shall make necessary filings in
- 15.3. Even after the Scheme becoming effective, the Trussdene Company shall be entitled to operate all bank accounts relating to Transf resilize all monies and complete and enforce all pending contracts and transactions to the more of Transferor Companyiousfar as may be weenery until the transfer and venting of rights and obligations of the Insidence Companyor the Transferor Company under the Thomas B-liemalls officied by the protect concerned.



the Teacoleres Company (who are hereby empowered and authorised to and the aformal period from time to time without limitation in eversion of their powers through and by their respective delegants), this Scheme shall mand revoket, reportled and be of an effect

- 20.2. The Boseds of Directors of the Transferor Company and the Transferor Company shall be entitled to revoke, speed and declare the Scheme of no effect if they are of the view that the coming into effect of the Scheme could have adverse coplications on the Transferor Company and us the Transferes Company
- 20.3. If any part of this Scheme berroll is invalid, ruled illegal by the National ny Law Tribunal, or ununformable under present or future laws. them is in the intention of the Transferor Company and the Transfer Company that such part shall be severable from the remainder of the

All some, charges and expenser (including, but not limited to, any taxes ies, stanp dity, registration charges, etc.) of (payable by the Transferor Company and the Transferor Company in relation to or in machine with the Scheme and incidental to the completion of the Merge of the Transferre Company with the Transferre Company in pursu this Scheme shall be home and paid by the Transferes Co



such amounts, approvals and sacritime which the Transferre Company may require to carry on the business of the Transferre Company

13. SAVING OF CONCLUDED TRANSACTIONS

The stander and vesting of the entire business and Undertaking of the Transferre Companymentate to this School, and the continuous of proceedings under Clause 9 above studt not affect any transaction or proceedings already concluded by the Transferrar Company on or after the appointed these till the Effective Date, to the end and intent that the Transferrer Company accepts and adopts all sain, deeds and things done and executed on its behalf

14. COMBINATION OF AUTHORISED CAPITAL

ming effective, the authorized share ray Itsories Company shall automatically stand increased without any nest or deed on the part of the Transfers Company including payonsi of steep day and firs psychle in Regime of Companies, by the authorized share capital of the Transferr Comparyundered amounting to Rs. 101,0000- (Rupert One Lakhnosly) soly), the Messesandom of Association and Articles of Association of the without any further act, instrument or steed, lor and stend altered, conditled, and amount, and the occurs of the shareholders of the To Company to the Scheme, whether at a mosting or coherwise, shall be deemed to be sufficient for the purposes of officing this arrest no further rescitation(s) under Sentima 53, 61, 14 of the Company, Ad. no further resolution(1) stoner assumes
2013 and notion 232 of the Companies Act 2013 and other applicable.
31

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

application / petrion to the National Company Law Tribunal or such other nethority under Sections 230 or 232 and other applies provisions of the Act, waking sisters for dispensing with in convening briding and consisting of the meetings of the respective classes of the members and/or confiners of the Translesse Company as may be descited by the Nettonal Company Law Tributal or such other approprian

17. MODIFICATIONS AMENDMENTS TO THE SCHEME

- Directors or Committee of Directors or Monagh any Director(a) or Company Secretary authorized in that regard, may consent on behalf of all persons concerned, to any condifications or amendments of this Scheme as uther Authorities under law may depth fit to approve of or impact to which question or doubt or difficulty that may arise in currying out this Scheme and do all acts, deals and things as may be necessary, describe or expedient for puting this Schema into effect, subject to approval of Cational Company Law Tribunal



750 P.L

COMPANY SCHEME APPLICATION NO. 63 OF

IN THE MATTER OF COMPANIES ACT 2013,

ACT, 2013

he matter of Scheme of Merger by Absorption Issumo Land Dwellers Limited Into Bellis Helppers Thane Private Limited And Inective shareholders.

1 NO DEN DATE ULY, 2018 ALONG

> AJIT SINGH TAWAR & CO. ADVOCATES FOR THE PETITIONER



Office of the Registrar of Companies et. 100 Marine Drive, Mornina, Maharustera

Certificate of Incorporation pursuant to change of name maint in rule 20 of the Component of Georgia annual Pubes. 2024/

Herethy cart by that the manus of the exempting has been sharead from LEDMIA DEVELOPERS LIMITED to MACROTECHEDEVELOPERS EXMITED with offset from the date of this certificate and that the company is to be shared.

operand with the name LOBITA DEVELOPERS PRIVATE LIMITED

VISAUTVAN

ne of Competion RoC - Mumbe

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BEFORE THE NATIONAL COMPANY LAW TRIBUNAL, MUMBAI BENCH C.F. (CAALO137/MH/2018

- The festimer Companies have approved the said Scheme by passing the Board Resolutions dated 19th day of March, 2016, which are annexed to the Jover Company Scheme Festion and that theirafter they have sporcecled the Tribural for Safiction of the Scheme.

- The merger of the Transferor Company with the Transferoe Company would, intervalls, have the following benefits:

 Synargies arising out of compositation of business is contained an enhancement of net worth of the combined business to copialise on future greater potential, natural utilisation of resources;

 Activitying operational enforceds and transparent efficiencies; and Reducing operational and compliance cost.
- The Authorised Share Castal of the Transferor Company is Rs.3,52.00.000; comprising of 35,20.000 Equity shares of Rs.10 such. The Issued, Subscribed and Paid-up Share Capital is Rs.11.00.000; comprising of 7,131.000 Equity Shares of Rs.10 each.
- 7. The Authorised Share Capital of the Tra To 1,031,100,000 comprising of 1,02,001,750 Eusty states of 10 100,000 comprising of 1,02,001,750 Eusty states of 10 100 each and 11,116,250 Perforance shares of 8x 100 each losses and Fad-up Share Capital in Fa,395,87,60,000 comprising of 395,576,000 Eusty shares of 9x 100 each.
- offly, the entire lassed. Subscribed and Paul-up Sharp Capital of the ifenir Company is held by Transferve Company.
- The avarrants made in the petition and the submissions made by the Learning Coursel for the Petitioner Companies are

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Regimed Director is concerned, the Petitioner Companies through their Commail undertakes that the Appointed Date has been fixed as juil day if Auril, 2017 as mentioned in Clause 3.3 of Definitions of the Scheme under Part 1 of the Scheme which is in compliance with Section 202(6) of the Companies Act, 2013 and the Scheme shall be intered to be effective from such Appointed Date.

- Apropos inbservation made in paragraph IV(d) of the Report of Reginnal Director is concerned, the Petrioner Companies behough their Counsel undertake to isomoly with provisions of Section 232(3)(ii) of the Compenies Act, 2013 as regards combination of Authorized Share Capital and sold file the smended Memorarchim of Association and Articles of Association with prescribed e-forms with BDC, Munthal, upon Scheme becoming effective
- Aptrops theoretical made in paragraph IV(e) of the Report of Regimal Design and concerned, the Neptoner Companies through their concerned, the Neptoner Companies through their Counties submit that all the projects which har insulined to be registered under the relevant privisions of the Real Estate Regulators and Development IAC, 2015 (2885) or registered and the Resistance Companies are filing all returns / reports as mandated in the soid AC in a time bound manner. The Petitioner Companies through their Companies through their Companies through their Companies through their companies of the Real Estate (Regulation and Development) Act, 2015 and the rules and regulations framed thresunder Further, the Petitioner Companies here served notice of Company Scheme Application upon the REXA authority vice listers stated 27th day of July 2018. Tourever, no comments were received.
- Arrupes abservation made in paragnash IV(f) of the Report of Regional Director is concerned, the Febtioner Companies through their Coursel surfam that the Scheme enclosed to the Company Scheme Application and the Scheme enclosed to the Company Scheme Application are no 8 same and there is no discrepancy or

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL, MUMBAI BENCH C.F. (CARLYSISTIMBLIBLE

nder the Companies Act, 2013 and the rules made whichever is applicable.

The Regional Director has filed its report dated 25° day of Octob 2018 and has stated that save and except as stated in pureyrech (a) to (f) of the said Paport, it appears that the Scheme is a projudicial to the interest of shareholders and public.

Paragraph IV, of the said report reads as follows

- on to compliance of AS-14 (IND AS-103), the Transfered Company shall pass such accounting entries which are neces on with the scheme to comply with other explicable Accounting Standards such as AS-5 (TNO AS-8) etc.
- b) As per Part-I Definition Clause 1.3 of the Scheme. "Appointed Date" means the S* 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 sect the Companies Act, 2013 it should be 14 day of April 2017
- t) As per Part I Definitions Clause -1.5 of the Scheme. "Effective Date" means the last of the dates on which the centified copies of the orders sanctioning this Scheme, passed by National Company Law Tribunal at Mumber, are filed with the repanies. Mumbal by the Transferor Company and the Transferee Company. Any references in this Scheme to the date of "coming into effect of this Scheme" or "Vision the Scheme becoming effective" shall mean the Effective Date. In this recent shall be as per provisions of section 232(6) of the Companies Act



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E SEAL

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1.00.6. LAW TRIBUNAL, HUMBAI BENCH C.P. (CAA)/3137/MB/2018 lucted in a proper manner and the said the interest of public.

SUBURBAN DIST.

- The entire Issued, Subsorbed and Patih-up Share Capital of the Transferer Company is next by the Transferee Company, no unsatediation shall be issued after the Merger of the Transfere Company with the Transferee Company. The assets and isobilities will be transferred at the took vibus 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 besime the assets. Rabilities and duties of the Transferee Company.
 - b) The clarifications and unidertakings given by the Learned Counse for the Petitioner Companies to the observations made in the Report of the Repured Director are considered by this Bench and those are hereby accepted. Subsequently, this Bench heartly effects Petitioner Companies to comply with the provisions: I statements, which the Petitioner Companies undortake herein.
 - The Transferor Company to be dissolved with the date of said Schemo becomes effective.
 - d) Since the entire Issued, Subscribed and Padd-up Share Capital of the Transferre Company is field by the Transferbe Company, no amounteration shall be issued after the Merger of the Transferbe Europiny with the Transfer

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL, MUMBAI BENCH

Under Sections 230 to 232 of the Companies Act. 2013

(First Petitioner Company / Trans

Order Delivered on 2" day of November, 2018

Coram: Hon'ble M.K. Shrawat, Member (7)

For the Petitioners: Mv. Ajit Singh Tewar Vh Ajit Singh Tawar & Co., Advocates for Petitioners

For the Regional Director: S Ramasantha, Jaint Director (WR)

ive from the office of Official Liquidatur

COMMON ORDER

The earstion of two Tribunal is swight under Sections 2:30 to 232 of to Companies Act, 2013, to the Scheme of Metror by Absorption Belliumo Developers Those Philade Interest Company) Lotte Developers Limited (Transfere Company) and their repeat on 270 to 272 of the

THE NATIONAL COMPANY LAW TRIBUNAL, MUHRAI BENCH O.P. (CAN)/3137/MI/2018

- ne 7 of the Scheme Aggregation of authorized Share Capital. In this regard it is sudm fee payable by the Transferee company shall be in accordance with the provisions of Section 232(3Ni) of the Companies Act, 2013.
- Company) and Lotha Developers Limited (Transferee Company) are incorporated with the main objective of construction and potitioner may be directed to comply/clarify the applications (RERA) Real Estate Regulation and Development Act, 2016 with Maharashtra Rules and Regulation 2017.
- mble NCLT may kindly direct the Petitioners to file an affiliave to the extent that the Scheme encirced to Company Application A Company Petition, are one and same and there are no discrepancy/any change/changes are male, and identy be given to Central Government to file further report if any required
- Aprepos electivation made in paragraph IV(a) of the Report of Regimnal Director is concerned, the Petitineer Companies through their Counsel undertake that the Transferee Company will company with AS 14 (IND AS 107) and thall pass such accounting entries which are necessary in conceition with the softener to comply with other applicable Accounting Standards such as AS-5 (IND AS-E) etc.
- Aproposi observation made in paragraph I/s(b) of the Report of Regional Director is someomed, the Pertitionar Companies through their Counsel undertakes that the Appointed Date has been fixed as 1st day of April, 2017 as mentioned in Clause 1.3 of Definition at the Scheme under Part 1 of the Scheme evince is in troughland with Section 202(6) of the Companies Act, 2013.

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

- CP (CAA/3137/MP/QCIB

 The Pelitioner Companies are directed to File a copy of this under
 along with the Scheme with the concerned Regulate of Companies,
 electronically, along with e-form (InC-25 is addition to the physical
 copy withe-30 days from the date of issuance of the Order by the
 Regulate, duly certified by the Deputy Direction on the Assistant
 Regulater, as the case may be, of the National Company Law
 Tribunol, Marekai Bench.
- f) The Fettioner 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, Munical Banch with the suncerned Superintendent of Samps for the purpose of adjustication of sharp duty position, 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, Murrial to be past within fluir weeks from the date of receipt of the chily Certified True Cripy of this Circler.
- The Transferor Company to pay cost of Rs.25,0007: to the Official Liquidator, Murribal to be paid within four weeks from the date of receipt of the duty Certified True Copy of this Order
- All authenties 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.
- (i) Any person interested is at liberty to apply to the Tribusci in these matters for any directions or modifications that may be recessary
- k) Any concerned authorities (i.e. RD, RDC OL, Incurse Authority, RERA Authority, etc) is at liberry to approach this it-for any clarifications / directions under this Scheme.
- The sanctuoing of this Scheme shall not deter any coordinate authorities (i.e. RD, ROC, CL, Income Tax Authority, 2016.

EFORE THE NATIONAL COMPANY LAW TRIBUNAL, MUMBAI BENCH CF (CAAVITET/ME/2018

Authority, etc.) from assessing transactions arising out of these School, if need be.

The Scheme is hereby sanctioned and the appointed data 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 HEMBER (JUDICIAL)

To little let Bay-id Dept. Registration of the control of

PART I DEPOSITIONS OF THE SCHOOL

- Applicable Lev* dual treas any stante community, by leve, rules, regard solubilities, told of communities painty, rules, describes, ordinance orders of minus sering the first of the meaning of should by the appropriate authority including minusy resolubilities of revolutional through the three trengs is being
- "Appended Data" recurs, the 1° day of April 2017 or each other data approved by the NCLT
- "Effective Date" traces the last of the date on which the certified region of the or newtoning the Schmer. period by the Notional Company Law Unbook of Montals (Solid with the Regions of Companies, Mancies by the Temories Companies and Temories Companies, Any settemans in this Schmer to the date of variety discovering the file Schmer's "or plant to Johann Sensing effective" and cover the Ultravie United Schmer.
- er of Companies" means the Registrar of Companies, Marries, Mar
- Schoper' or "the Schoper' or "this Schoper' structs the Schoper of Morget by Ali is no paramet form or with any modification(s); much could Clause (i) of the Schoper approved or discount by the NCLT or much other companies actions, or may be app
- Transferor Compuny¹⁰ resum "Lothe Developes Limited", a compuny tales the Compusion Avil, 1968 having its registered office as 172, Floor 4. (1%, laurites, Compa Pyor Road, Homman Coxin, Fort, Martini 40001)
- With effect from the Apparents Danc, the wheth of the humans of the reor point preserve, and hading as theorem, all morest and extended on the point preserve, and them are preserved, and the control of the del ellippions and all the manning property, apples, this and induction the manufact, end or presents, it is preserved to reverselve, apples, the preserved preserved
- With effect from the Approximal Order and upon the behavior becoming efficiency, inclinates, perceivants, approach, most as criminant is many and incertainty of the Transferror Groupesy shall make a remain in our manner of the requestive production of the Transferror Groupesy shall make a product of the thread of the Approximation of the Transferror Groupesy. The trends of the Standards company, the breast few company of the Productive Company. The breast few company of the Transferror Groupesy is the transferror of the Transferror Company and home to party disease or the transferror or reduced to the Transferror Company and home to party frestror or the transferror or reduced to the Transferror Company and home to party frestror or the transferror or reduced to the Transferror Company and the transferror of the Transferror Company and the Company of the Com

SCHEME OF MERGER BY ABSORPTION

BELLISSIMO DEVELOPERS THANK PRIVATE LIMITED (TRANSFEROR CUMPANY)

LOBIIA BEVELOPERS LIMITER (TRANSFEREZ COMPANY)

AND
THEIR RESPECTIVE SHAREHOLDERS
ENDER RECTION ED 110 221 OF THE COMPANIES ACT, 2011 AND OTHER
APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2011 AND RELES FRAMED
THEREFORE

PHEAMBLE

- Private Limited into Linda Developers Limited, the Transferre Company, (Servinales and Medicinin Beredopers Than Private Limited, the Transferre Company, (Servinales enthund is in "First Applicant Company") was originally interpreted as a previous install company when the Companies and LYMA on the 18th of Sequinities 1222 and the name and apply of Technic Ready and Technicalities Private Limited of Lordon Science (Science Limited) and the Companies and Companies (Companies and Companies and Companies

All terms and words not defined in this Solomo shall, unless expospose or assumer to content or measury by the content or measury through hove the patter reasons assisted to them under the Act and other applicable laws, rules, expositions, byte-laws, or may extensy modification or to exactless flower from the to time.

- next efficiences, and



PART II MERCER BY ABSORPTION OF THE TRANSPEROR COMPANY INTO THE TRANSPERSE COMPANY

The stone capital of the Transferor Company as on 31" Mar-	
Asthoriest Capital	Amount in (Ra.
21.10.000 Final advanced to	
Total	1.0 (0.00)
	3,51,26,500
transf. Substriked and Paid ng Capitel	27.545.505
1.75 July Experty Strates of Ra. 16 each, fully send on	71 on ton
Istal	*****

Nothinguant to \$1th March, 2017, there has been no plange to the or Danafaror Com-

The Transform Company is the reliably sweed additionary of the Francisco Licensery on the entire good up there, capital of the Transform Company is told by the Transform Company and its namenta.

3.2 The three agents of the Transferor Company as on 31° Mount, 2017 was as units:

Particular.

Amount

Althorised Count	Contract in const
30.17.20.440 Squity Shares of Ro.1 seets 2.10.40.000 Performe Shares of Ro.1 seets	150 N.E.200 (A.E.200.000
Tietal	164,88,82,230
Ignard, Swheenbert and Park up Capitel	14134144
22.62, 6.000 Equity library of No.5 each, fully paid up	113.103.00.004
Total	111,19,80,000

Particulars	Assumt in (Bir)	
Arthorised Capital 162,163,51,230 Equity Sharps of Ra.19 meth. 168,91,250 Pyelonous Blums of Ra.10 meth.	1021,01,12,000 10,40,12,000	
Ental	1931,34,21,006	
Japan A. Subaccident and Faiding Cogistal 14.54, 74.786 Equity Sharey of Re. 10 cach, fully paid up	745,85,86,000	
Total	395.57.90.000	

4. TRANSFER 4.1 Subject to the



Spirit the Scheme being assessment and taking effect, the 1-extitude is opened of look accurate related to the Variations which pay office, diseast and colored to believe the technique description toward as fever of the Variations Conjugacy, either Day, et as forms, top to deputher with the first of the Con-all recognitions—under with los given as the accounts of the Tax

NO INNIE OF SHARES BY THE TRANSPEREE COMPANY.

The enter mend, subscribed and god up reposal of the Transmost Company is hold by the
Transferm Company and its normer. There says the Schinsche Securing a Ultimore, as insist
Transferm Company and the same store signal of the Transferm Company and the same store signal
Transferm Company and select out of the Transfer

ACCOUNTING TREATMENT:
Upon the believe the section of the Transfer of the Transfer Company in no broke of sections per Transfer Company in no broke of sections per Transfer of the Companies Act, 2013. S would not after also not



- Without projudice to the provisions of the flaregating classes and upon it this factors, the Dissultance Company and the Transform Company the immunities of decomments of the 4th acts and death as may be required, of processing particulars and of modifications of of large, with the Ragae Manches to give formula effect to the above provisions.

Section 12, Stormer previous and find acts and stars may be a previous and find Acts, as the case may be a on the authorised share agent of the Tapashere Company of an apartic increased solutions of their expect of the Tapashere Company and an apartic study days action for share the provide by the Tapashere Company and approximate the require to the exact. Tapashere is the reset for any sames as when the proposed of Tapashere Company and for Tamashere Company before the contract and the company of the tapashere and the start of the start of the start of the tapashere and the company of the tapasher and the whole aggregating the authorised share required.

Authorized Share Capital	Amount in Ra.
E.S.C. 41.8 (173) Equally Magnet of Ro. 170 coch	1904 56 50 500
209.01.220 Frederinte History of Fig. 1811 parts	10.89.12.530
Tistal	19,35,45,25,000

CONTRACTS, DEEDS AND OTHER INSTRUMENTS

The Transferre Empany, at any some often the Scheme incurrency effective in accordance with the provisions based, if in requeral under any law or reference, will restrict death to confinement on and were striking as resempents with the paper by the systemates of the effect of the scheme to be enthrough to cause the scheme of this scheme, be thereon to be enthrough to extend any outst writings on behalf of the Transferre Company and early not to preferre and build for the scheme of the sc

Upon the assuming that effect of this Naboras, all staff, workness expolaryees of the Company who are in nervice on the data interestingly promoting the Efficiency of the Company of the

The annurer I finds of staff, workness and employees, pair or present, relating to pensionally experimentally. Provide a personal find of the staff of the special find or trust created or excellent finds the short of self, evaluate and employees of the Tenderson Company shall be identified, downword and transferred to the respective Tentri Fronk of the Tenderson Company and such employees that the downword has become members of man Fronci Fronk of the Tenderson of the Tenderson

11. CONDUCT OF BUSINESSES UNTIL EFFECTIVE DATE. With office them the Apparent Date and up to and including the Effective Date.

11.1 All profits and rank accross to an insurancing to increased including the officer of one therein), by the Transferor Company, shall for all properties to transit as the rank, takes or looses of the Transferor Company.

THE ALTHONY OF TAXES

121 Are too includes the first insufance (impage)

122 Are too includes under the insufance to Act, 1861, Wealth Tax Act, 1865, Great (1862, Cintral Carlos Act, 1864, Meanther Value Added Tax Act, 1865, Great Act, 1866, any other team has in Tay Value Added Tax in the County Food of 1864. The first proper to the Act, 1867, and the county of the Section Foods on Tax Act, 1871. The County Foods on Tax Act, 1871. The County Foods on 1864 Act, 1871, the County Foods on 1864 Act, 1871, the County Foods on 1864 Act, 1872, the County Foods on 1864 Act, 1874, the County Foods of the County Foods on 1864 Act, 1874, the County Foods of the County Foods on 1864 Act, 1874, the County Foods of the County Foods on 1864 Act, 1874, the County Foods of the County Foods on 1864 Act, 1874, the County Foods of the County Foo

- 12.2 All taxes (including successive, wealth law, who has a section dide, continue drep, nervour law, CGUT, 9/03T, KGSL (2027 Congressions Gan, value added law (VAAT); etc.] period on purplish by the Trensforce Company is represent for a requirement and the profit of the financian of an extraction of the financian of the fin

PART III GENERAL TERMS AND CONDITIONS

- SISSOLUTION WITHOUT MINDING DF OF THE TRANSFEROR COMPANY.
 The Transferor Company shall be descrived williags wroting up. on pr order made by the Oct. 1
- APPLICATION TO THE NCLL OR SICK OFFICE COMPATENT AUTHORITY
 The Treations Company and the Treations Company shall make, joint or applications and prictions, wherever required, under Societies, 10 to 122 and rate applications are joint to 122 and rate of processing previously of the As to 6th NCLT for making approval of this Salame and for direction of the Talentine Company.

DUFFICATION / AMENDMENT TO THE SCHEME figure to attravel of the NCLF, the Dueslance Company makes the Transiles to the NCLF and the NCLF and the NCLF and the American transil of all person see mindfurness annotations to the Scheme or to any conditions or common to the NCLF and the NCLF and the Name and the Name and the credit or appropriate to them (i.e. the Beaut of Dueslance) and where NCLF are the Test page of the Name and of a NCLF and the Name and the server for carrying on the Scheme and or all sets, show an Unique mericans.

- For the propose of giving effect or this Scheme or to any modification thereof, the Science of the Transform Company was give and are authorized to give such directions moduling directions for melting any quantité of direction difficulty that they are

15. CONDICTIONALITY OF THE SCHEME. The Scheme is conditional upon and subset to the following.

- The Schools heing approved by the resolvent majority of respective members and conditions of the Theoretical Company or dispersion the energies as the featured by the NCLT.

JUNI SUF

90231 S. D. D. R.

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL, MUMBAI BENCH

C.P. (CAA)/3137/M8/2018

Under Sections 238 to 232 of the Companies Act., 2013

Bellosoms Developers Thane Private Limited (First Petitioner Company / Transferor Company)

(Second Petitioner Company / Transferee Company)

Order Delivered on 2" day of November, 2018

For the Petitioners: Nr. Ajr. Siegh Tawar Vb Ajr. Siegh Tawar & Co., Amuccates for Petitione

For the Regional Director: S Ramakantha, Jaint Director (WR)

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

Per: - M.K. Shrawat, Member (7)

COMMON DEDER

The sanction of this Tribunal is snupfl under Sections 220 to 232 of the Companies Act. 2013. to the Scheme of Merger by Absorption of Bellissims Developers Trans Private United (Transferror Company) this Links Developers Limited (Transferror Company) and Discriptoctive.

SOURBAN DESCRIPTION

JERINO.





NY LAW TRIBUNAL MUMBAI BENCH C F (CAA)/3137/48/2518

The Petationer Companies have approved the seld Scheme by passing the Bloard Republishes detailed 19° day of March, 2015, which are annexed to the Joint Commany Scheme Petation 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.
- 5. The merger of the Transferor Company with the Transferor Company which, inter-alla, have the following henefits: 5 yietings and of consolidation of business, such as, enhancement of new worth of the combined business to capitalise on father growth potential, ephyral utilisation of resources; Activeing poretional efficiencies and management efficiencies, and fielducing operational efficiencies and management efficiencies, and fielducing operational efficiencies.
- 6 The Authorized Share Capital of the Transferor Company is 8-3.35.20,000; compating of 35.20,000 Equity shares of 85.10 each. The Issued, Subscribed and Paid-up Share Capital is 8-71,00,000; immersible of 7-10,000 Equity Shares of Rs. 10 each.
- 7. The Authorised Share Capital of the Transferee Company is Rs 10.331,180,000/- comprising of 1.022,001,750 Egyty shares of Rs. 10/- each and 13,116,250 Perference shares of Rs. 10/- each. the Issued, Subscribed and Relative Share Egytal is Rs.398,873.80,000/-comprising of 395.878,000 Egyty 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 Petitionier Companies have compiled with all requirements an ser describes of Tribunal and they have filed requiring-Affordier of Compositions in this Tribunal Microsover, the Petitioner Companies undertake to comply with all the statutory requirements if any, 38

FORE THE NATIONAL COMPANY LAW TRIBUNAL HUMBAL BENCH CP (CAAUSLISS/MB/25).

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL, MUMBAI BENCH

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

Issims Developers Thane Private Limited (First Petitioner Company / Transferor Company)

Issimo Developers Thane Private Limited (First Petitioner Company.) Transferpr Company.)

CERTIFIED COPY OF THE ORDER DATED 2th DAY OF NOVEMBER, 2018 ALONG WITH SCHEME ANNEXED TO PETITION

AUT SINCH TAWAR & CO ADVOCATES FOR THE RETITIO

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL, MUMBAI BENCH C.P. (CAAU/SLICHBIZOIS

required under the Companies Act, 2013 and the rules made thereunder whithever is applicable.

The Regional Director has filed its report dated 25° day of October, 2018 and has stated that save and except as stated in paragraph (v. ia) to (f) of the said Report, it appears that the Scheme is not projudicial to the interest of shareholders and public.

Paragraph IV, of the said report reads as follows

a) In addition to compliance of AS-14 (IND AS-103), the Transfer 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-8) etc.

b) As per Part-I Definition Clause 1.3 of the Scheme. "Appointed Date" means the 1" day of April 2017 or such other state as may be fixed or approved by the NGT. In this regard, it is submitted in ferres of provisions of section 232(6) of The Companies Act, 2013 It should be 1st 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 contribed copies of the orders sanctioning this Scheme, passed by National Company Law Tribunal at Phombal, are filed with the Registrar of Companies, Numbal by the Transferor Company and the Transferee Company. Any references in this Scheme to the fate of "coming into effect of this Scheme" or "upon the Scheme becoming effective" shall mean the Effective Date. In this repaid itted that the "Appointed Date" & "Effective Date" shall be as per provisions of section 232(6) of the Companies Acr. 2013 (i.e. 1" day of April 2017) and not as supplied in the above

BEFORE THE NATIONAL COMPANY LAW TREBUNAL, MUMBAI BENCH C.F. (CAA):73177/MIV2018

- d) As pur Part-II, Clause 7 of the Scheme Aggregation of authorized Share Capital. In this regard it is submitted that the fee payable by the Transfered company shall be in accordance with the provisions of Section 232(3)(i) of the Companies Act. 2015.
- e) delissing Developers Thank Private Limited (The Transfero Company) and Lotha Developers Limited (Transferee Company) are incorporated with the issue observe of construction and sigment of real estate and allied activities, remie, the petitioner may be directed to complyidantly the applicability of (RERA) Roal Estate Regulation and Development Act, 2016 with Maharashtra Rules and Regulation 2017,
- f) Humble NCLT may kindly direct the Pentioners to the an affidive to the extint that the Scheme encircuit to Company Application $\hat{\mathbf{a}}$ Company Petition, are one and same and there are no discrepancy/any change/changes are made, and liberty be given to Control Government to tile further report if any required
- Agreson observation made in paragraph IV(a) of the Report of Regional Director is concerned, the Petitioner Companies through their Counsel undertake that the Transferrer Company will comply with AS 14 (INO AS = 100) and shall pass such accounting entries which are reconsisty in convection with the scheme to comply with other applicable Accounting Standards such as AS-5 (IND AS-8) etc.
- Apropos observations made in paragraph IV(b) of the Report of Regional Director is concerned, the Petitioner Companies through their Counsel undertakes that the Appointed Data has been fixed as 1st day of April, 2017 as mentioned in Cause 1.3 of Definitions of the Scheme under Part I of the Scheme which is in Compflance with Sections 2020 of the Companies Act, 2013.

RE THE NATIONAL COMPANY LAW TRIBLINAL, MUHBAI BENCH C F (CAA)/1127/MA/2018

- The Postsioner Companies are directed to fiss a copy of this order along with the Scheme with the concerned Registrar of Companies, existincially, along with e-form thic-28 in addition to the physical copy within 36 days from the date of seasons of the Cristor by the Registry, duly certified by the Deputy Director or the Assistant Registrar, duly certified by the Deputy Director or the Assistant Registrar, as the case may be, of the Nettinel Company Law Tribunal, Mumbail Bench.
- f) The Petitioner Companies to lodge a copy of this Order and the Scheme duty contribed by the Depoty Divester or the Assistant Registrar, as the case may be, National Company Law Tribunal, Mumbal Bench with the concerned Superviseration of Schings for the pierous of adjudication of stamp duty payable, if any, in the same within 60 days from the data of the receipt of the duty Cartified True Copy of this Order.
- The Petitioner Compenies to pay cost of Rs 25,000/- each to the Regional Director, Western Region, Mumbal to be paid within final weeks from the date of receipt of the duty Certified True Cipy of
- h) The Triansferor Company to pay cost of Ra.25.000/- to the Official Liquidator, Morelast to be paid within four weeks from the date of receipt of the duly Certified True Cipy of this Order.
- All authorities unincerned to act on a copy of this order along is Scheme duly certified by the Deputy Director or the Assista Registrar, as the case may be, National Company Law Tribun Numbel Bench.
- Any person interested is at liberty to apply to the Tribunal in the matters for any directions or proeffications that may be recessed ions that may be recessary
- ii) Any concerned authorities (i.e. RD, RDC, OL, Income Authority, RERA Authority, etc) is at liberty to approach this bi-for any characterism / directions under this Scheme.
- i) The conclosing of this Schieme shall not sister any specifical authorities (i.e. RD, RDC, CL, Income Tax Authority, \$2.50).
- Transfers Company and the Transferse Company are regalated at somine time or near. Also, the Dissentiers Company is the which's powerd autoclose of the Transfers query. Plantines, this Scheme of Morgas by Attorption will achieve the following are boundles.
- eridators of business, must be not account of not worth repliable on future growth potential, optional utilisation of

- PARTS OF THE SCHEME
 Fine Scheme is devoted into the Sillewing parts
 FART I deals with the definitions of the Scheme
 FART II deals with the definitions of the Scheme
 FART II deals with Merger by Absorption of Topmin

REFORE THE NATIONAL COMPANY LAW TRIBUNAL MUMBAI BENCH CF (CAA)/1117/H8/2018

- Apropris observation made in paregraph IV(c) of the Report of Regimal Director is concerned, the Patitioner Companies through their Counsel understake that the Appointed Date has been fixed as 1st day of April, 2017 as mentioned in Clause 1.3 of Definitions of the Sicheme 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.
- Apropos observation made in paragraph IV(d) of the Report of Repintos Director is concerned, the Petitioner Companies through other Counsel undertake to comply with provisions of Section 232(2)(i) of the Companies Act, 2013 as regards combination of Authorised State Capital and also little demonstration and Articles of Association and Articles of Association with prescribed e-forms with ROC, Mumbal, upon Scheme becoming effective.
- Apropos inservation made in paragraph 19(e) of the Report of Regional Director is concerned, the Petitioner Companies through their Cournel submit that all the projects which are required to be registered under the relevant provisions of the Real Entate (Regulations and Development). Act, 2016 (RERAT) are registered and the Petitioner Companies are filing all returns / reports or mandated in the sale Act in a time bound manner. The Petitioner Companies through their Companies through their Companies 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 Petitioner Companies have served notice of Company Scheme Application upon the REIAA authority vice interest dated 27th day of July 2018; however, no commends were received.
- Altropos 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 Application and the Scheme enclosed to the Company Scheme Petition are one & same and there is no discrepancy or exception.
- The Official Liquidator has find his report dated \$2" day of a 2018, leter alia, stating thicrain that, the affairs of the 3s

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL, MUMBAI BENCH C.P. (CAAL/2137/MV/2018

- further, the Learned Coursel for the Petitioners subvisit that neither vettioners nor the Tribunal has received any objection to the said ichemic of Morger by Absorption between the Transferor Company and the Transfer
- me entire listed, Subscribed and Path-up Share Capital of the Transferor Company is heat by the Transferor Company, in heat by the Transferor Company with the Transferor Company, with the Transferor Company. The assets and families will be Unanferred 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 involution of any provisions of like and is not contrary to public policy. And hereby this bench, to the Petitionar Company, do order that:
- a) All the assets and liabilities including taxed and charges, if any, diffuse of the Transferor Company, shall, pursuant to Section of the Companies Act, 2013, be transferred to and become assets, liabilities and duties of the Transferoe Company.
- b) The clarifications and undortakings given by the Learned Counsel for the Petitisner Companies to the observations made in the Report of the Reportal Director are considered by this Bench and those are hereby accepted. Subsequently, this bench insells directs Potitisner Companies to comply with the provisions / statements, which the Petitioner Companies undertake horizon.
- c) The Transfaror Company to be disso the date of said Scheme becomes et
- d) Since the entire Issued, Subscribed and Paid-up Share Capital the Transferor Company is held by the Transferor Company consideration shall be issued after the Yearper of the Transferor Company with the Transferor Company.

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL, MUMBAL BENCH CF (CAA) 7127/MB/2018

Authority, etc.) from assessing transactions arising out of these Scheme, if need be.

m)The Scheme is hereby sanctioned and s Scheme is fixed as 1st day of April, 2017

11. Ordered accordingly to be consigned to Records

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

30/11/2014 tie delilools selilools B. A. Fast

SCHEME OF MERGER BY ARSORPTION

BELLHISOMO DEVELOPERS TRANE PRIVATE LIMITED (TRANSPEROR COMPANY)

ixto

(TRANSPEREE COMPANY)

AND
THIS RESPICTIVE MARRIPOLDERS
UNDER SECTION DIS TO 122 OF THE COMPANIES ACT. 202 AND OTHER
APPLICABLE PROVISIONS OF THE COMPANIES ACT. 202 AND RELES FRAMED
THEREFORE THE COMPANIES ACT. 202 AND RELES FRAMED
THEREFORE THE COMPANIES ACT. 202 AND RELES FRAMED

PREAMBLE
The Submits of Margar by Absorption ("Scheme") is presented under the Uniquenes Act, 2011 and other applicable provisions of the Con-traction of the Control of the Margar by Absorption of Business Private Lemind sens Ladde Developers Limited.

- Privat Lemins on Laufe corresponding to the Familian Company, thereinable shall be expected by the Private Limited, the Familian Company, thereinable enforced in a Privat Applicant Company) has congruently enougheast on a private insense entrance and again of Laufes Realy and Life and the Section of the Company and the Section of the Company and the Company of the
- THE CASE OF STREET

SUBURBAN 051

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बदर - १७/ 90231 88 60 5058 BATE OF TAI

- "Ast" or "the Ast" mean the Compenser Art. 2013, and ordinances, receive make thereader, and shall make my saturacy modifications, receive meanth the state of the time being in from References in the Schimtes against meanthmen described in the time being in from References in the Compenses Act, are references or particular prevailants of the Compenses Act,

- me" or "the behasse" or "this Scheme" scenaritie licheus of Storger by Absolption propert form or with any conditional states under Chaose 14 of this Scheme is not or discount by the NCLT or such other compound authority, as very be applicable 14
- Transferse Company* recom "Lotte Developers Limitor", a she the Compouns Aut. 1964 hering its regions of office at 412. Fi tember, Cawerja Parel Read. Horoman Circle. Fort. Monthal 400
- "Franchisor Company" mean "Bellicamo Developers Dane Fricase Elima-inscriperated under the Companies Act, 1956 having do registrage cellury as 4 1742 Vanhamas Chamber, Carresis Parel Road, Harrisman Cripts, Fort, Marri



BJ 128

- 13 0

PART II MERGERRY ADSORPTION OF THE TRANSFEROR COMPANY INTO THE TRANSFEROR COMPANY

SHARE CAPITAL
 The share expend of the Transferor Company as on 11° March. 2017 was an
 Particulary.

Authorised Cambal	Amount in (Re.)
71.10.000 Expline shares of Ra 12 smile.	1.51,90,000
Inreed, Subscribed and Dard op Capital	3,51,00,000
7.10,000 Equaty Starts of Re. 10 each, fully pool up.	71.00,016
Principle of the Control of the Cont	71.00.000

Subsequent to 31^{μ} Memb. 2017, these has been no charge in the capital structure of the Yunarism Company.

Particulars	Amount in (Ski
Asthurted Course 16.87.20.440 Equity Shares of Bull each 2.16.42.000 Professor Shares of Bull each	170,74,02,200 10,52,00,000
Total Logerd, Subscribed and Paid no Capital	166.88.82,200
ZLEL, IA, 000 Equals Shares of Ra 2 each, fully paid up.	173.14,80.000
1 real	113.10.30.000

Anthornest Capital 102-16.21.230 Equity Shares of Ro 16 each 106.91.230 Pediatrics Master of Ro.10 each Subscribed and Paid up Capital

Shows of Re 10 each, fully paid up

generals a defined under Section 2010 of the features (48 AM, 1995) of any services of the Soldene are South of interpreted to be commontme with the previousnes and features of the Soldene and Soldene (48 AM), as feat their the inclining containing from a feature of the south Soldene (48 AM), as feat the President of the south Soldene (48 AM), and the south Soldene (48 AM), and the south Soldene (48 AM), and the soldene (48 AM), and the soldene (48 AM). (39) Soldene (48 AM), and the soldene (48 AM).

13 All facts and from carround 31 or forms private an account of the Conference of t

12 Commont upon the ranger, the Authorised Share Cap in prescript about a position to page.

Authorised Share Capital	Amount to Ra
HE 45 81 210 Equity Shares of Ro. 19- each	1524,56,12,566
18,91,236 Professor Shares of Ra. 167-south	10.89.12.500
Tital	10.35 45.75 500

PART III
GENERAL TERMS AND CONDITIONS

SOLUTION WITHOUT WINDING LP OF THE TRANSFEROR COMPANY
Transferor Company shall be described without would go to use reads by the

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NOTTIONALITY OF THE SCHEME
Scheme is conditional upon and subject to the following

11. CONDUCT OF BUSINESSES UNTIL EFFECTIVE DATE
With effect loss the Augmented Date and up to and including the LIP

MISCELLANDON

If way part of this follows benefit is exacted, soled illiquid by any Caret of connection periodicism to conditionable under periodicism in the intermediate periodicism to the following billion plant that the secretable found the intermediate of the below, and the following billion plant that the secretable found the intermediate of the below and the following billion to delivate the following billion to delivate the following the secretable found to recommend and the following billion to the following the following billion to the following t





BEFORE THE NATIONAL COMPANY LAW TRIBUNAL, MUMBAI BENCH CP (CAM/)1137/HB/2018

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL, MUMBAI BENCH

CF (CAA)/3137/M8/2018

Under Sections 230 to 232 of the Companies Act., 2013

Companies Act. 201

In the matter of Bellinamia Developers These Private Limited (Pirst Petitioner Company / Transferse Company)

Lindha Developers Limited (Second Publisher Company / Transferee Company)

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

CERTIFIED COPY OF THE ORDER DATED 2^{NIII} DAY OF NOVEMBER, 2018 ALONG WITH SCHEME ANNEXED TO PETITION

ANY SINGH TAWAR & CO. ADVOCATES FOR THE PETITIONER

> बदर - १७/ 90234 EL LO २०२४



V. •



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.
- 2. 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 (I) of sub-section (2) of section 4 read with Rule 5;
 OR

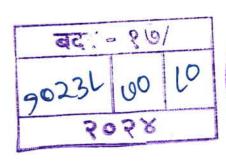
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, 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 Fremanand 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







घोषणापत्र

मी, सुरेन्द्रन नायर / पॅट्रिक मोनिस / संगीत चौधरी / रितेश जगताप / बिबिन सॅम / जॉय वालीकोदय / बनार्ड सोरेस याव्दारे घोषित करतो कि, दुय्यम निबंधक अंधित अला आहे 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- जाने अवरी

दिनांक:11/06/2024

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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 याव्दारे घोषित करतो कि, दुय्यम निबंधक ______ यांचे कार्यालयात करारनामा / या शीर्षकाचा दस्त नोंदविण्यासाठी सादर करण्यात आला आहे

सुरेन्द्रन नायर / पॅट्रिक मोनिस / संगीत चौधरी / रितेश जगताप / बिबिन सॅम / जॉय वालीकोदय / बनार्ड 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 यांची मला जाणीव आहे.

ठिकाण - (ना ग्रंथिना

दिनांक: 11/06/2024

S. f Camble कुलमुखत्यार पत्राचे घोषणापत्र लिहून देणार



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तावारों नाम कोर्ट दश्योगावार अनुस्थान सम्बंध राज्या-तारा दश्योगावार अनुस्थान समित और वी राज्या अन्यापार्थ का प्रीकृतिक नेकारण की ताके का दश्योगावार स्थाप प्रकृति नेकारण प्रकृति नेकारण प्रकृति नेकारण प्रकृति नेकारण	# 100 00 # 100 00 # 25	inter (Indigenous) Service or to	District State Sta		
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WHEREAS

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- 8. Die Agomenen is Sell, Agreenbeers in Koops, Eregorische Agreenbeers in Sell, (aus and License Agomenen License Deutse and sold with the discussion with the prospection purchases the three descriptions of sold representation and contractive and commercial premises processing the consistence of the organic, executed, edenticed, bridged and registered polars that concerned sold-degimen of Assurations from time in time in other to facilitate the latera, the later (Lineau) and a self-degiment per description to appare (Life Secretaria) in 12 Med Particular Mance (Si Me Sengere Chevelhery (G.M. Stock Japane Cd. Me. Silkes Sen (Si Mc.) Soldenderh and CT, Mr. Stocked Scient (Bermarker collection) referred to at Alternays and Individually as Internal Scient (Bermarker collection) referred to at Alternays and Individually as Internal Scient (Bermarker collection) referred to as Alternays and Individually as Internal Scient (Bermarker collection) referred to as Alternays and Individually as Internal Scient (Bermarker collection) research to the second or desired.
- C. Pursuant therein, the eard Companies hereby aspoint (1) Mr. Surandran tear and (2) Mr. Parind Minns (5) Mr. Sangeet Chew-thary (4) Mr. Rends happy (5) Mr. Sandran (6) Mr. Sandran (6) Mr. Sandran (6) Mr. Sandran (7) M

NOW KNOW YE ALL AND THEIR PRESENTS WITNESS that we (II) MAZENTION DEVELOPERS (MATED. MS. ANDREA MALENTERA. 2) PARAYA DIRECTION FROM THE MS. SAMEA DIRECTION CONTINUES AND MALE WHITE INSIGHTS MS. SAMEA DIRECTION CONTINUES AND MALE WHITE INSIGHTS MS. AND THE MS. SAMEA DIRECTIONS OF AND THE MS. SAMEA DIRECTIONS OF AN ADMINISTRATION OF A SAME ADMINISTRATION

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- To execute the Letters of Allutment for the purpose of self-and allutment of medicital and commercial premised, electrons on the haldings constructed by the said Completies or serious development projects in Source of the prospective purchasers.
- 2 To execute Agreements to lett. Agreements to Falley, E-registration Agreement to the later and Execute Agreement, Lease Desire relating to the satisfuender/literary of the introduced and on commenced units in the viewood building contentionable the first adjustment and to execute other ancitizing and incidental decument, papers, forms an intelligible contention with such Agreements to fell motion agreements to August and Contention Contention (and Contention Contention).

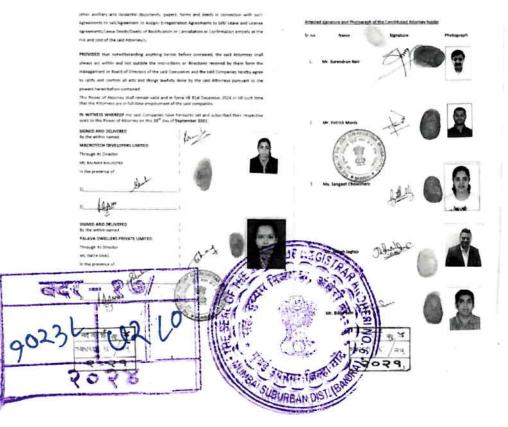
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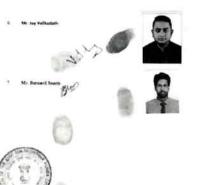


- To secure book of RestRessor or Canodiston or Confirmation or any other destroyeds in may be required in connection with such Agreement to felt writter Agreement to Josep analysis Engitivation Agreement to felt under Josep and License Agreement and/or Loan Great for uniquipather forms of the wildersoil and
- To open and admit execution before the concerned has beganned before the concerned has been as the concerned to the concerned and commence only as the substitute for the concerned and commence only as other anothers and boddenic discovered, papers, forms and deeds in university.
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- under the Registratum Act, 1908

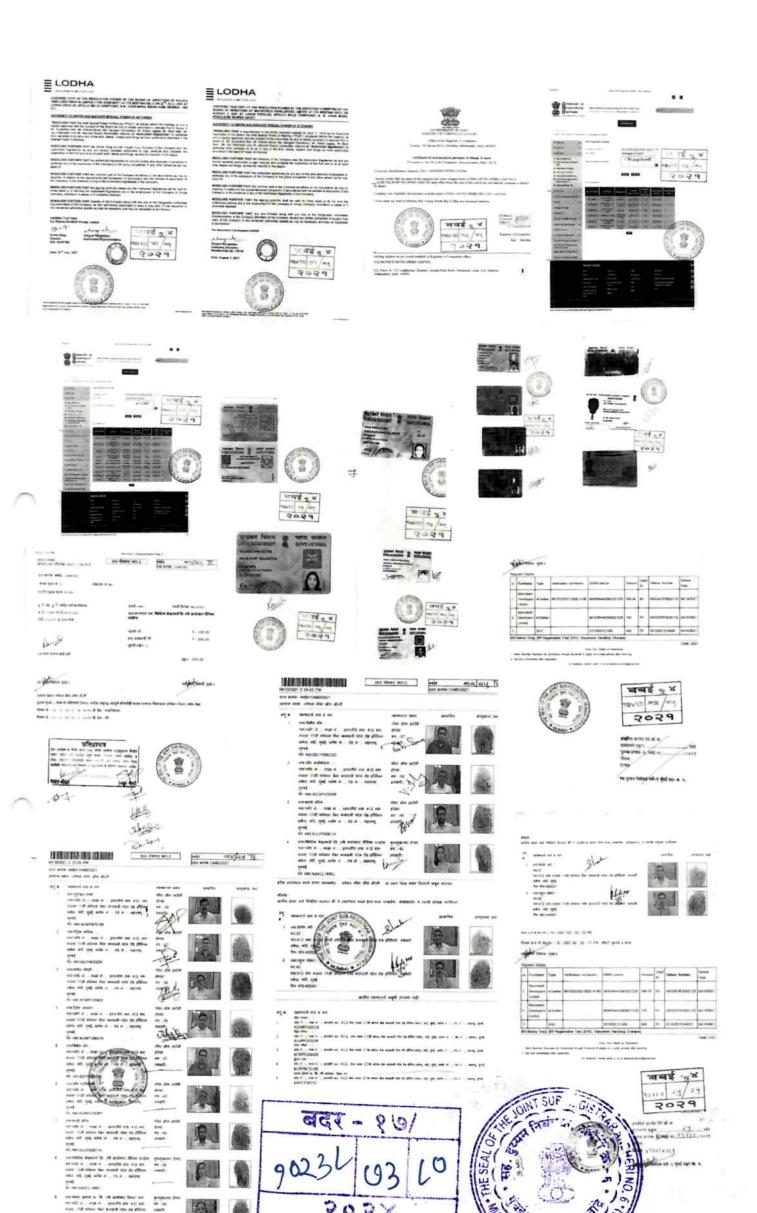
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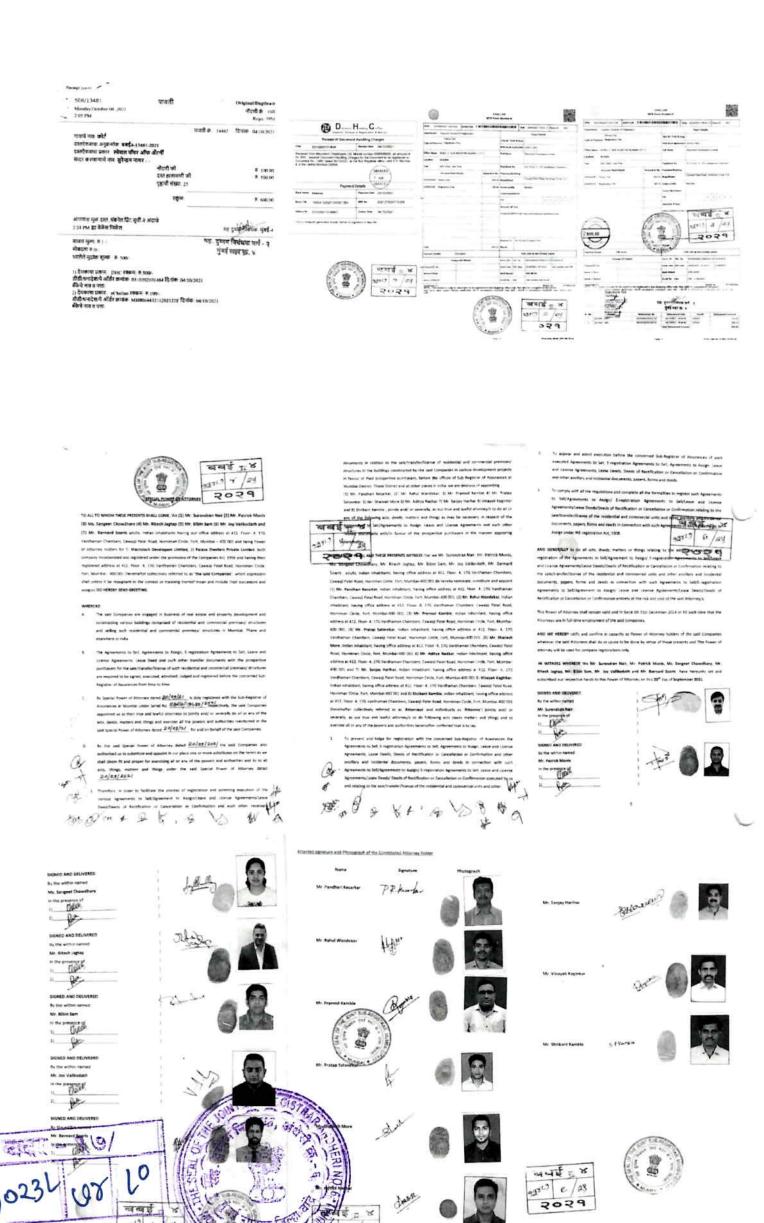
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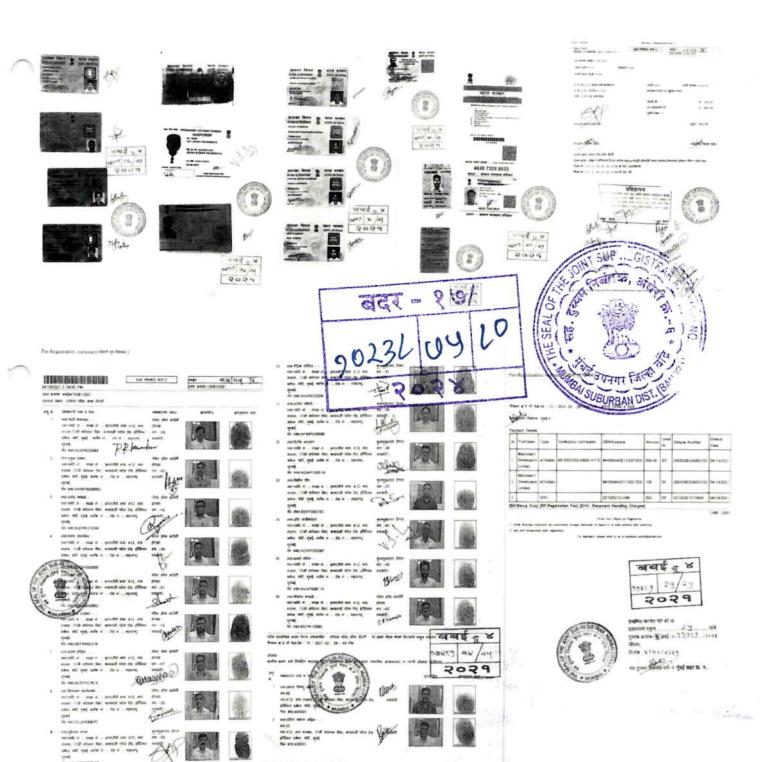
लवर्ड 











9023 UE LO





भारत सरकार Government of India



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

2917 1230 6397

VID: 9145 0806 1997 8661 असेरा आधार, मेरी पहचान





THE UNION OF INDIA MAHARASHTRA STATE MOTOR DRIVING LICENCE DL NO. MH02 2009003083 DOJ. 23-12-2008

DL No MH02 20090003083 Valid Till: 22-12-2028 (NT)



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 RING-1, OM SAI DUTTA CHL., ADARSH NGR.,
CHARKOP, POISAR LINK RD., KANDIVALI (W),
MUMBAI.
PIN 400087
Signature & ID of
Issuing Authority MH02 2009233

Signature/Thumb Impression of Fiolder



आयकर विभाग INCOME TAX DEPARTMENT



भारत सरकार GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड Permanent Account Number Card

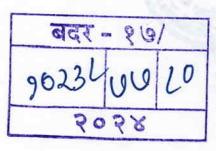
AEWPI4681P

पिता का नाम/ Father's Name KAYUM

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

हस्तासर/ Signatu







90234 UL LO



513/10238

मंगळवार,11 जून 2024 5:38 म.नं.

दस्त गोषवारा भाग-1

बदर17

दस्त क्रमांक: 10238/2024

दस्त क्रमांक: बदर17 /10238/2024

बाजार म्ल्य: रु. 1,72,30,751/-

मोबदला: रु. 3,81,09,384/-

भरलेले मुद्रांक शुल्क: रु.22,87,000/-

दु. नि. सह. दु. नि. बदर17 यांचे कार्यालयात अ. क्रं. 10238 वर दि.11-06-2024 रोजी 5:37 म.नं. वा. हजर केला.

पावती:10848

पावती दिनांक: 11/06/2024

सादरकरणाराचे नाव: इब्राहिम कयुम

नोंदणी फी

₹. 30000.00

दस्त हाताळणी फी

₹. 1600.00

पृष्टांची संख्या: 80

एकुण: 31600.00

दस्त हजर करणाऱ्याची सही:

्रानि.का.अंध्रेरी-6 तह, पुथ्यम निवंधक, अंधेरी क्र.-६,

मुंबई उपनगर जिल्हा. दस्तीचा प्रकार: करारनामा मृह्य नि.का.अंधेरी-6 सह दुय्यम निर्विधक, अंधेरी क.-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

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

शिक्का कं. 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 सोवत जोडलेल्या काणदपत्रांची सत्यता तपासली आहे. दस्ताची सत्यता वैधता कायदेशीर बाबीसाठी दस्त निप्पादक व कबुंलीधारक जे संपूर्णपणे जवावदार राहती

S.P. Kamele

लिह्न घेणारे (दिनांकासहीत र

लिहून देणारे (दिनांकासहीत स्वाक्षरी)

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

सह. दुख्यम निबंधक, अंधरी क्र.-६ मुंबई उपनगर जिल्हा 90234 UP LO 2028



* • .

दस्त गोषवारा भाग-2

बदर17

दस्त क्रमांक:10238/2024

छायाचित्र

दस्त क्रमांक :बदर17/10238/2024

दस्ताचा प्रकार:-करारनामा

अन् क्र.

2

पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

लिहून घेणार

नाव:इब्राहिम क्यम पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: वॉर्ड क्रमांक-5, मोहल्ला वय :-39 काजियान, फतेहपूर, सीकर, राजस्थान, सीकर , ब्लॉक नं: -, रोड नं: स्वाक्षरी:--, राजस्थान, सीकर.

पॅन नंबर:AEWPI4681P

नाव:मॅक्रोटेक डेव्हलपर्स लि.तर्फे कु.मु. सुरेन्द्रन नायर तर्फे कु.मु. लिहन देणार श्रीकांत कांबळे

पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 412 4था मजला 17जी स्वाक्षरी:-वर्धमान चेंबर, कावसजी पटेल रोड हॉर्निमन सर्कल फोर्ट, मुंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुम्बई. पॅन नंबर:AAACL1490J

वय:-44











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

ओळख:-

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

पक्षकाराचे नाव व पत्ता अन् क्र.

- नाव:रेशमा क्रेशी -वय:36 पत्ता:मध्य प्रदेश पिन कोड:456006
- नाव:राजेश भोसले -वय:40 पत्ता:जोगेश्वरी प पिन कोड:400102



छायाचित्र











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

द.नि.का.अंधेरी-(सह. द्रय्यम निबंधक, अभिर्त क.-६,

47	इ उपनगर जि	(6).						
sr.	Purchaser	Туре	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



मुंबई उपनगर जिल्हा.

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