

513/16396

पावती

Original/Duplicate

Thursday, December 15, 2022

नोंदणी क्र.: 39म

7:51 PM

Regn.: 39M

पावती क्र.: 17565 दिनांक: 15/12/2022

गावाचे नाव: आंबिवली

दस्तावेजाचा अनुक्रमांक: बंदर 17-16396-2022

दस्तावेजाचा प्रकार : महाश्वेत

मादम कणान्याचे नाव: आर डी वी आय ट्रस्टीशिप सर्व्हिसेस लिमिटेड चे मिनियर मॅनेजर गौरव जेम्बानी

नोंदणी फी

रु. 15000.00

दस्त हावाळणी फी

रु. 2000.00

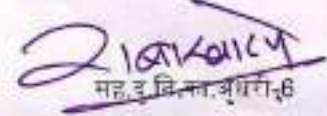
पृष्ठांची संख्या: 100

एकूण:

रु. 17000.00

आपणास मूळ दस्त, यंत्रणेचे प्रिंट, सूची-२ अंदाजे

8:07 PM ह्या वेळेस मिळेल.


 मह. व. वि. नं. अ. ध. १६

वाजार मूल्य: रु. 0/-

मोबदला रु. 560000000/-

भरणेचे मुद्रांक शुल्क : रु. 1682000/-

 सह. दुय्यम मिनिक, शिबेरी - ६
 मुंबई उपनगर जिल्हा.

1) देयकाचा प्रकार: DHC रकम: रु. 2000/-

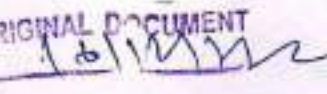
डीडी/धनादेश/पे ऑर्डर क्रमांक: 1512202217296 दिनांक: 15/12/2022

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रकम: रु. 15000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH012089700202223M दिनांक: 15/12/2022

बँकेचे नाव व पत्ता:

 REGISTERED ORIGINAL DOCUMENT
 DEL. ED ON 

513/16396

इतर पावती

Original/Duplicate

Friday, 16 December 2022 7:50 PM

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 17626 दिनांक: 16/12/2022

मावाचे नाव: -आंबिवली

दस्तावेजाचा अनुक्रमांक: बंदर 17-16396-2022

दस्तावेजाचा प्रकार : गहाणघत

मादर करपाऱ्याचे नाव: आय डी बी आय ट्रस्टीशिप सर्व्हिसेस लिमिटेड चे सिनिअर मॅनेजर गौरव जेम्बानी
वर्णन

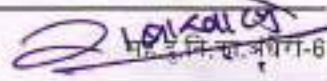
दस्त हाताळणी फी

रु. 4600.00

पृष्ठांची संख्या: 230

एकूण:

रु. 4600.00


 मंडळ नि.स.अधिन-6

1); देयकाचा प्रकार: DHC रकम: रु.600/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1612202211922 दिनांक: 16/12/2022

बँकचे नाव व पत्ता:

2); देयकाचा प्रकार: DHC रकम: रु.2000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1612202211904 दिनांक: 16/12/2022

बँकचे नाव व पत्ता:

3); देयकाचा प्रकार: DHC रकम: रु.2000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1612202211879 दिनांक: 16/12/2022

बँकचे नाव व पत्ता:



19/12/2022

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. अंधेरी 6

रस्ता क्रमांक : 16396/2022

नोदणी :

Ragn:63m

गावाचे नाव : आविवली

(1) विलेखाचा प्रकार	महापत्र
(2) मोबदला	560000000
(3) बाजारभावा(भाडेपट्टावाचा बाबतिलेखपट्टाकार आकारणी देतो की पट्टेदार ते मसुदा करावे)	0
(4) मू-मापन, पोटहिसा व परक्रमांक(असल्यास)	1) पालिकेचे नाव-मुंबई मनपा इतर वर्णन : इतर माहिती: 1. प्लॉट नं. 6एस व 7एस, नगरमूमापन क्र. 440/6 चे क्षेत्र 422 चौ.मी. व नगरमूमापन क्र. 440/7, 440/7/1 ते 23 चे क्षेत्र 1617.20 चौ.मी. एकूण क्षेत्र 2039.20 चौ.मी. मौजे अंबिवली, ठातुका - अंधेरी, जवळ भवानी माता मार्ग, अंबोली, अंधेरी पश्चिम, मुंबई - 400058 2. प्लॉट नं. 23एस व 22एस, नगरमूमापन क्र. 440/19, 440/19/1 ते 7 चे क्षेत्र 304.60 चौ.मी. व नगरमूमापन क्र. 440/20, 440/20/1 ते 8 चे क्षेत्र 637.10 चौ.मी. एकूण क्षेत्र 941.70 चौ.मी. मौजे अंबिवली, ठातुका - अंधेरी, जवळ भवानी माता मार्ग, अंबोली, अंधेरी पश्चिम, मुंबई - 400058 3. अलीन नगरमूमापन क्र. 619, 619/1 चे क्षेत्र 140.20 चौ.मी. मौजे - अंबिवली, ठातुका - अंधेरी, जवळ भवानी माता मार्ग, अंबोली, अंधेरी पश्चिम, मुंबई - 400058. (C.T.S. Number : 440/6, 440/7, 440/7/1 to 23 ;)
(5) क्षेत्रफल	1) 0 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात आलेले नमुने.	
(7) दस्तावेज करत देणा-या/लिहून देणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:- मेसर्स. ए.आर. अंबोली डेव्हलपर्स प्रा. लि चे संचालक महपूत खान तर्फे मुखत्यार रजदिव करत बघ:- 51; पत्ता:- प्लॉट नं: बी 54, ऑफिस नं. 701 आणि 707, माळा नं: -, इमारतीचे नाव: गोलन बॅंक्स प्रिमायडेंट को-ऑप ही सो लि, ब्लॉक नं: अंधेरी पश्चिम, मुंबई, रोड नं: ऑप.केम अँडलॅन्ड, महाराष्ट्र, मुंबई. पिन कोड:- 400053 फॅन नं:- AA7CA7489F 2): नाव:- महपूत खान तर्फे मुखत्यार रजदिव करत बघ:- 51; पत्ता:- प्लॉट नं: सवनीका नं. 1407, माळा नं: -, इमारतीचे नाव: 1/बी, समर्थ आगष, ब्लॉक नं: ओशिवरा, अंधेरी पश्चिम, मुंबई, रोड नं: -, महाराष्ट्र, मुंबई. पिन कोड:- 400053 फॅन नं:- ADHPK2260L 3): नाव:- माया प्रॉपर्टीज प्रा लि चे संचालक महपूत खान तर्फे मुखत्यार रजदिव करत बघ:- 51; पत्ता:- प्लॉट नं: बी 54, ऑफिस नं. 701 आणि 707, माळा नं: -, इमारतीचे नाव: गोलन बॅंक्स प्रिमायडेंट को-ऑप ही सो लि, ब्लॉक नं: अंधेरी पश्चिम, मुंबई, रोड नं: ऑप.केम अँडलॅन्ड, महाराष्ट्र, MUMBAI. पिन कोड:- 400053 फॅन नं:- AAFCM3648G 4): नाव:- माया प्रॉपर्टीज प्रा लि चे संचालक महपूत खान तर्फे मुखत्यार रजदिव करत बघ:- 51; पत्ता:- प्लॉट नं: बी 54, ऑफिस नं. 701 आणि 707, माळा नं: -, इमारतीचे नाव: गोलन बॅंक्स प्रिमायडेंट को-ऑप ही सो लि, ब्लॉक नं: अंधेरी पश्चिम, मुंबई, रोड नं: ऑप.केम अँडलॅन्ड, महाराष्ट्र, MUMBAI. पिन कोड:- 400053 फॅन नं:- AAFCM3648G
(8) दस्तावेज करत देणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:- आय डी बी आय इन्स्टीट्यूट सर्व्हिसेस लिमिटेड चे निविघर मनेजर गौरव शेखाली बघ:- 28; पत्ता:- प्लॉट नं: ऑफिस, माळा नं: तळ मावळा, इमारतीचे नाव: एशियन बिजनेस, ब्लॉक नं: वेल्थर्ड इस्टेट, मुंबई, रोड नं: 17, नगर, भवानी मार्ग, महाराष्ट्र, MUMBAI. पिन कोड:- 400001 फॅन नं:- AAAC38912J
(9) दस्तावेज करत दिल्याचा दिनांक	15/12/2022
(10) दस्त नोंदणी केल्याचा दिनांक	15/12/2022
(11) अनुक्रमांक, खंड व पृष्ठ	16396/2022
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	1682000
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	15000
(14) बेरा	



मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुल्यांकनाची आवश्यकता नाही कारण दस्तपत्रकारानुसार आवश्यक नाही कारणचा तपशील दस्तपत्रकारानुसार आवश्यक नाही

मुद्रांक शुल्क आकारताना निघडलेला अनुच्छेद :- Any other case

सुसम व्यवहारासाठी नागरिकांचे सक्षमीकरण
दस्तऐवज नोंदणीनंतर मिळकत पत्रिका/ कर नोंदवही अद्ययावत करणे गरजेचे आहे.
या व्यवहाराचे विवरण पथ ई-वेन द्वारे मुहूर्तमुंबई महानगरपालिकेस पाठविणेत आलेला आहे.
आता हे दस्तावेज दाखल करण्यासाठी कार्यालयात स्वतः जाणेची आवश्यकता नाही.

Integrated Governance enabling You to Do Business Easily

It is necessary to update Relevant records of Property/ Property tax after registration of document.
Details of this transaction have been forwarded by Email (dated 19/12/2022) to Municipal Corporation of Greater Mumbai.
No need to spend your valuable time and energy to submit this documents in person.



21/12/2022
सह. दुय्यम निबंधक, अंधेरी कं.-६,
मुंबई उपनगर जिल्हा.

Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	A R AMBOLI DEVELOPERS PRIVATE LIMITED	eChallan	03006172022121300893	MH012089700202223M	1680000.00	SD	0006065918202223	15/12/2022
2	A R AMBOLI DEVELOPERS PRIVATE LIMITED	eChallan	03006172022121500962	MH012228530202223E	2000.00	SD	0006065915202223	15/12/2022
3		DHC		1512202217296	2000	RF	1512202217296D	15/12/2022
4	A R AMBOLI DEVELOPERS PRIVATE LIMITED	eChallan		MH012089700202223M	15000	RF	0006065918202223	15/12/2022

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



CHALLAN
MTR Form Number-6



GRN	MH012089700202223M	BARCODE			Date	13/12/2022-15:58:29	Form ID	40(b)
Department Inspector General Of Registration				Payer Details				
Stamp Duty				TAX ID / TAN (If Any)				
Type of Payment Registration Fee				PAN No.(If Applicable)				
Office Name BDR17_JT SUB REGISTRAR ANDHERI 6				Full Name		A R AMBOLI DEVELOPERS PRIVATE LIMITED		
Location MUMBAI								
Year 2022-2023 One Time				Flat/Block No.		Land, Plot No.65 and 7S, CTS Nos. 440/6 and		
Account Head Details				Premises/Building		440/7, 440/7/1 to 23		
0030045501 Stamp Duty				1680000.00		Road/Street		Village Ambivali, Jai Bhavani Mata Marg, Amboli
0030063301 Registration Fee				15000.00		Area/Locality		Andheri West, Mumbai
						Town/City/District		
				PIN		4 0 0 0 5 8		
				Remarks (If Any)				
				SecondPartyName=IDBI TRUSTEESHIP SERVICES LIMITED~				
				बदर-१७/ १६३९९ ९ ३३० २०२२				
Total				16,95,000.00		Amount In Words		Sixteen Lakh Ninety Five Thousand Rupees Only
Payment Details				FOR USE IN RECEIVING BANK				
Cheque/DD Details				Bank CIN		Ref. No.		03006172022121300693 141222M591827
Cheque/DD No.				Bank Date		RBI Date		14/12/2022-12:50:14 Not Verified with RBI
Name of Bank				Bank-Branch		PUNJAB NATIONAL BANK		
Name of Branch				Scroll No. , Date		Not Verified with Scroll		

Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. Mobile No. : 0000000000
सदर चनन केवल दुर्यम निबधक कार्यालयीन दस्त्यासाठी लागू आहे. नोंदणी न करावयाच्या दस्त्यासाठी सदर चनन लागू नाही.



CHALLAN
MTR Form Number-6



GRN	MH01222853020223E	BARCODE			Date	15/12/2022-16:02:13	Form ID	40(b)
Department				Inspector General Of Registration				
Type of Payment				Stamp Duty				
Office Name				BDR17_JT SUB REGISTRAR ANDHERI 6				
Location				MUMBAI				
Year				2022-2023 One Time				
Account Head Details				Amount In Rs.				
0030045501 Sale of NonJudicial Stamp				2000.00				
Full Name				A R AMBOLI DEVELOPERS PRIVATE LIMITED				
Flat/Block No.				Land, Plot No.6S and 7S, CTS Nos. 440/6 and 440/7, 440/7/1 to 23				
Premises/Building				Village Ambivali, Jai Bhavani Mata Marg, Amboli				
Road/Street				Andheri West, Mumbai				
Area/Locality				Andheri West, Mumbai				
Town/City/District				Andheri West, Mumbai				
PIN				4 0 0 0 5 8				
Remarks (If Any)				SecondPartyName=IDBI TRUSTEESHIP SERVICES LIMITED-				
Amount In				Two Thousand Rupees Only				
Words				२०२२				
Total				2,000.00				
Payment Details				PUNJAB NATIONAL BANK				
FOR USE IN RECEIVING BANK								
Cheque/DD Details				Bank CIN				
				Ref. No.				
				03006172022121500862				
Cheque/DD No.				411750552				
Bank Date				RBI Date				
				15/12/2022-16:03:06				
Name of Bank				Not Verified with RBI				
Bank-Branch				PUNJAB NATIONAL BANK				
Name of Branch				Scroll No. , Date				
				Not Verified with Scroll				

Department ID :

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

सदर चलन केवल दस्तावेज निबंधक कार्यालयात नोंदणी करावयाच्या दस्तावेजासाठी लागू आहे. नोंदणी न करावयाच्या दस्तावेजासाठी सदर चलन लागू नाही.

Mobile No. : 0000000000





CHALLAN
MTR Form Number-6



GRN	MH012228530202223E	BARCODE			Date	15/12/2022-16:02:13	Form ID	40(b)
Department Inspector General Of Registration				Payer Details				
Stamp Duty				TAX ID / TAN (If Any)				
Type of Payment Stamp Duty				PAN No.(If Applicable)				
Office Name BDR17__JT SUB REGISTRAR ANDHERI 6				Full Name		A R AMBOLI DEVELOPERS PRIVATE LIMITED		
Location MUMBAI								
Year 2022-2023 One Time				Flat/Block No.		Land, Plot No.6S and 7S, CTS Nos. 440/6 and		
Account Head Details				Amount In Rs.		Premises/Building 440/7, 440/7/1 to 23		
0030045501 Sale of NonJudicial Stamp				2000.00		Road/Street Village Ambivali, Jai Bhavani Mata Marg, Amboli		
				Area/Locality		Andheri West, Mumbai		
				Town/City/District				
				PIN		4 0 0 0 5 8		
				Remarks (If Any)		बदर-१७/		
				SecondPartyName=HDBI TRUSTEESHIP SERVICES LIMITED-		१६३६६ ४ ३३०		
						२०२२		
				Amount In		Two Thousand Rupees Only		
Total				2,000.00		Words		
Payment Details PUNJAB NATIONAL BANK				FOR USE IN RECEIVING BANK				
Cheque/DD Details				Bank CIN		Ref. No.		03006172022121500962 411750552
Cheque/DD No.				Bank Date		RBI Date		15/12/2022-16:03:06 16/12/2022
Name of Bank				Bank Branch		PUNJAB NATIONAL BANK		
Name of Branch				Branch No. Date		1, 16/12/2022		

Department ID: 0000000000
NOTE:- This challan is valid for document to be registered in Sub Registrar Office only. It is not valid for unregistered document.
अदर चालन केवल दस्तावेज निकाश उपविभाग में ही दर्ज कराया जा सकता है। यह चालन अनियोजित दस्तावेजों के लिए वैध नहीं है।

Signature Not
Verified

Digital Signed by DS
DIRECTORATE OF
ACCOUNTS AND
TREASURIES, MUMBAI 02
Date: 2022-12-19 14:11:38
IST

Challan Defacement

Sr. No.	Reason: GRAS Secure Document	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(S)-513-16396	0006065915202223	15/12/2022-19:51:27	IGR554	2000.00
Total Defacement Amount					2,000.00

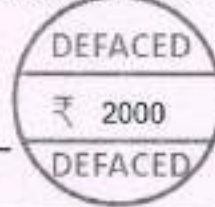


Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	1512202217296	Receipt Date	15/12/2022
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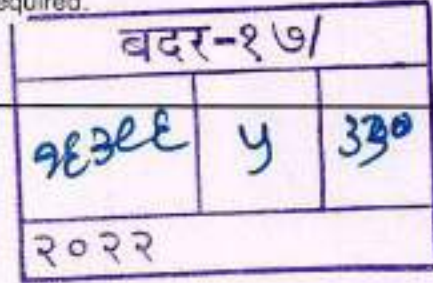
Received from A R AMBOLI DEVELOPERS PRIVATE LIMITED, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 16396 dated 15/12/2022 at the Sub Registrar office Joint S.R. Andheri 6 of the District Mumbai Suburban District.



Payment Details

Bank Name	PUNB	Payment Date	15/12/2022
Bank CIN	10004152022121516019	REF No.	411788671
Deface No	1512202217296D	Deface Date	15/12/2022

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



DEBENTURE TRUST DEED

DATED 15th DECEMBER, 2022

AMONGST

A. R. AMBOLI DEVELOPERS PRIVATE LIMITED
("Company/Issuer")

AND

MAHAFUZ KHAAN

MANA PROPERTIES PRIVATE LIMITED
("Promoters")

AND

MANA PROPERTIES PRIVATE LIMITED
("Co-Borrower")

AND

IDBI TRUSTEESHIP SERVICES LIMITED
("Debenture Trustee")

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DEBENTURE TRUST DEED

This **DEBENTURE TRUST DEED** (hereinafter referred to as the "Deed") is made at Mumbai on this 15th day of December, 2022 ("Execution Date"), amongst:

A. R. AMBOLI DEVELOPERS PRIVATE LIMITED, a private limited company registered under the provisions of Companies Act, 2013 with corporate identity number U70109MH2020PTC342547 and having its registered office at 701 & 707, Plot No B 54, Golden Chambers CHS LTD, Opp. Fame Adlabs, Andheri (West), Mumbai 400053 (hereinafter referred to as the "**Company/Issuer**", which expression shall, unless repugnant to the context or meaning thereof, mean and be deemed to include its successors and permitted assigns) of the **FIRST PART**;

AND

(1) **MR. MAHAFUZ KHAAN**, an Indian inhabitant holding permanent account number ADHPK2260L and residing at 1407, I/B, Samarth Angan, Oshiwara, Andheri (West), Mumbai - 400 053, (hereinafter referred to as "**Promoter 1**" which expression shall unless repugnant to the context or meaning hereof, be deemed to include his heirs, administrators, executors and permitted assigns, as the case may be) (2) **MANA PROPERTIES PRIVATE LIMITED**, a private limited company registered under the provisions of Companies Act, 1956 and an existing company under the Companies Act, 2013 with corporate identity number U45400MH2008PTC177425 and having its registered office at 701 & 707, Plot No B 54, Golden Chambers Premises CHS LTD, Opp. Fame Adlabs, Andheri (West) Mumbai - 400053, (hereinafter referred to as the "**Promoter 2**", which expression shall, unless repugnant to the context or meaning thereof, mean and be deemed to include its successors and permitted assigns) (Promoter 1 and Promoter 2 shall hereinafter jointly/ collectively be referred to as "**the Promoters**") of the **SECOND PART**;

AND

MANA PROPERTIES PRIVATE LIMITED, a private limited company registered under the provisions of Companies Act, 1956 and an existing company under the Companies Act, 2013 with corporate identity number U45400MH2008PTC177425 and having its registered office at 701 & 707, Plot No B 54, Golden Chambers Premises CHS LTD, Opp. Fame Adlabs, Andheri (West) Mumbai - 400053, (hereinafter referred to as the "**Co-Borrower**", which expression shall, unless repugnant to the context or meaning thereof, mean and be deemed to include its successors and permitted assigns) of the **THIRD PART**;

AND

IDBI TRUSTEESHIP SERVICES LIMITED, a company incorporated under Companies Act, 1956 and an existing company under the Companies Act, 2013 with corporate identity number U65991MH2001GOI131154 and having its registered office



Company/Issuer

MK

Promoter 1



Promoter 2



Co-Borrower



Debenture Trustee

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"Project Properties" shall mean collectively the Project 1 Properties, Project 2 Properties and Amalgamated Land;

"Project Receivables" with respect to each of Project 1 and Project 2, shall mean all and any of the monies, present or future accruing to or arising out of the Project 1 and Project 2 as the case may be, to the Company and/or the other Security Providers including, but not limited to amounts owing to, and received and / or receivable by the Company and/or the other Security Providers and/or any Person on their behalf, all book debts, present or future, all cash flows and receivables and proceeds arising from/ in connection with Project 1 and Project 2 as the case may be, and all rights, title, interest, benefits, claims and demands whatsoever of the Company and/or the other Security Providers to or in respect of Project 1 and Project 2 as the case may be, both present and future including but not limited to, advance, booking amounts, instalments, amounts accruing from the sale / lease / transfer of the Units in Project 1 and Project 2, as the case may be, or parking allotment/sale, external development charges, membership charges, internal development charges, infrastructure premium, legal charges, floor rise and terrace charges, interest, transfer charges, share application money, society formation charges, advance maintenance, electricity deposits, interest free maintenance deposits etc. (excluding Pass Through Charges and refunds if any), and/or any other monies whatsoever arising out of rents/ the booking for sale/pre-sale/pre-launch etc. in relation to the Units of Project 1 and Project 2 as the case may be, the security deposits to be received from the tenants and any other accruals forming part of Project 1 and Project 2 as the case may be, including but not limited to proceeds of insurance payable to or received by the Company and/or the other Security Providers and/or any Person on its behalf under any claim arising out of any insurance policy in effect and held by the Debenture Trustee and acting for and on behalf of and for the benefit of the Debenture Holders. The details of the Project Receivables of each of the Project 1 and Project 2 as on the date of this Deed are provided in **Schedule H** of this Deed;

"Purchase Option" shall mean the unconditional right, but not the obligation, of the Debenture Trustee (acting for and on behalf of the Debenture Holders and for the benefit of the Debenture Holders) to purchase, through a nominee(s) of the Debenture Holders, Unsold Units of the Projects upon the occurrence of an Event of Default at the Purchase Option Price, as per the terms of this Deed and the Purchase Option Agreement;

"Purchase Option Price" shall mean the price mentioned in **Schedule Q** hereto;

"Purchase Option Agreement" shall mean the purchase option agreement dated or about the date of this Deed to be executed between the Security Providers and the Debenture Trustee, granting a Purchase Option to Debenture Trustee (acting on behalf of the Debenture Holders), as per the terms and conditions set therein;

"Put Notice" shall have the meaning ascribed to such term in Clause 20.1;

"Put Option" shall have the meaning ascribed to such term in Clause 20 hereof;

"Put Option Trigger Date" shall have the meaning ascribed to such term in Clause 20.1;



MNA



Chairman, S&P

MNA

Promoter I

MNA 24



Promoter 2

MNA



Co-Borrower



Debenture Trustee

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२०२२	done without their willful default, gross negligence, fraud, breach of trust in respect of or in relation to the Security, Mortgaged Properties and these presents.	

2.6.3. Cumulative Powers

The powers which this Deed and the other Transaction Documents confer on the Trustee are cumulative and without prejudice to its respective general powers under Applicable Law and may be exercised as often as the Trustee may deem fit and appropriate and the Trustee may, in connection with the exercise of its powers, join or concur with any Person in any transaction, scheme or arrangement whatsoever, and the Company and the Security Providers acknowledge that the respective powers of the Trustee shall in no circumstances whatsoever be suspended, waived or otherwise prejudiced by anything other than an express waiver or variation in writing.

3. AGREEMENT TO SUBSCRIBE

3.1. The NCDs are being issued and allotted, on private placement basis, in dematerialised form in two series viz. Series I Debentures and Series II Debentures to the Debenture Holders in accordance with the terms of this Deed and other Transaction Documents.

3.2. Pursuant to discussions and negotiations between the Parties and based on the representations and warranties, covenants, undertakings, etc. provided by the Security Providers, the Debenture Holders have agreed to invest the Debenture Subscription Amount in the Company by subscribing to NCDs in the manner provided herein below.

3.3. Subject to the terms and conditions of this Deed and upon the fulfillment to the satisfaction of the Debenture Holders of the First Tranche Conditions Precedent as provided in Clause 4.1 below, issue of the CP Compliance Certificate and issue of document custody confirmation by the Debenture Trustee of the documents deposited with it, the Debenture Holders shall subscribe to and the Company agrees to issue and allot 2600 (Two Thousand Six Hundred) NCDs (hereinafter referred to as the "**First Tranche NCDs**") to the Debenture Holders for a sum of Rs. 26,00,00,000/- (Rupees Twenty-Six Crores only) ("**First Tranche Debenture Subscription Amount**").

3.4. Subject to the terms and conditions of this Deed and upon the fulfillment to the satisfaction of the Majority Debenture Holders of the Subsequent Tranches Conditions Precedent and issue of document custody confirmation by the Debenture Trustee of the documents deposited with it, the Debenture Holders shall subscribe to and the Company agrees to issue and allot 2800 (Two Thousand Eight Hundred) NCDs (hereinafter referred to as the "**Subsequent Tranches NCDs**") to the Debenture Holders for a sum of Rs. 28,00,00,000/- (Rupees Twenty-Eight Crores only) ("**Subsequent Tranches Debenture Subscription Amount**"). It is clarified that the Subsequent Tranches NCDs shall be subscribed in instalments as decided by the Majority Debenture Holders and in accordance with the Business Plan.

3.5. It is clarified that the Subsequent Tranches NCDs shall be subscribed in multiple sub-tranches.



 Company Issuer


 Promoter 1



 Promoter 2



 Co-Borrower


 Debenture Trustee

obligations, including the obligation to subscribe to the NCDs as and when issued in terms of this Deed and the other Transaction Documents and also the right to assign the entitlements / rights accrued to it in respect of NCDs to any third party, without the prior consent of or intimation to any of the Security Providers, and the Security Providers hereby give an irrevocable consent to any such assignment and agree to provide full cooperation and assistance as may be required to complete the transaction contemplated herein including but not limited to executing such documents as may be required for the purpose of such Transaction.

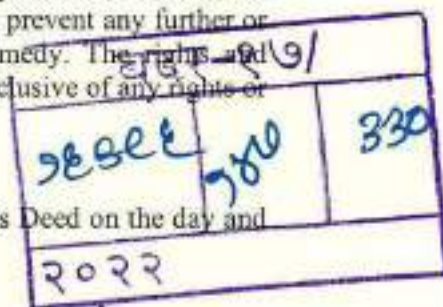
- 40.5. Any assignment made by Debenture Holders in terms of this Clause and fulfillment of the obligations of the Party to which such rights, obligations and entitlements have been assigned to by the Debenture Holders shall release and relieve Debenture Holders of its obligations, rights and entitlements so assigned in respect of NCDs in respect of which the assignment has been made under any of the Transaction Documents.

41. WAIVER

No failure to exercise, nor any delay in exercising, on the part of the Trustee, any right or remedy under the Transaction Documents shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

IN WITNESS WHEREOF the Parties hereto have executed this Deed on the day and year first hereinabove written.

THE COMMON SEAL OF
the withinnamed "Company/Issuer"
**A. R. AMBOLI DEVELOPERS
PRIVATE LIMITED**
has been hereunto affixed pursuant to the
Resolution passed at the meeting of its
Board of Directors held on
10th December 2022
in the presence of Mr. Mahafuz Khaan
and Mr. Sunil Parshuram Kadam
Directors of the Company and
Mr. Sudhir Pawar
who have in token
thereof subscribed their signatures hereto
in the presence of:



M/s. A R AMBOLI DEVELOPERS PVT LTD

Mahafuz Khaan
Director

Director

1. *Sudhir Pawar*
2. *Mahafuz Khaan*



[Signature]

Promoter 1



139

Promoter 2



Co-Borrower



Debenture Trustee

SIGNED AND DELIVERED BY
the withinnamed "Promoters"

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1. MAHAFUZ KHAAN

2. MANA PROPERTIES PRIVATE
LIMITED

by the hand of its Director
Mr. Mahafuz Khaan
pursuant to the resolution passed
at the meeting of its Board of Directors
held on 10th December 2022

in the presence of:

1. Sudhir Pawar
2. Mangesh Pawar

Mahafuz Khaan



For Mana Properties Private Limited

Mahafuz Khaan

Director

SIGNED AND DELIVERED
by the withinnamed "Co-Borrower"
MANA PROPERTIES PRIVATE
LIMITED

by the hand of its Director
Mr. Mahafuz Khaan
pursuant to the resolution passed
at the meeting of its Board of Directors
held on 10th December 2022
in the presence of:-

1. Sudhir Pawar
2. Mangesh Pawar

For Mana Properties Private Limited

Mahafuz Khaan

Director



MK

MK

MK

MK

MK

MK



Company/Issuer

Promoter 1



Promoter 2



Co-Borrower



Debtenture Trustee

SIGNED AND DELIVERED
by the withinnamed "Debenture Trustee"
IDBI TRUSTEESHIP SERVICES
LIMITED

by the hand of Mr. *G. P. Sawant*
its Authorised Signatory
in the presence of :



FOR IDBI TRUSTEESHIP SERVICES LTD.

[Signature]
AUTHORISED SIGNATORY

1. *Sudhir Pawar* *[Signature]*
2. *Mangesh Pawar* *[Signature]*

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Debenture Trustee