25-10-2023

Note:-Generated Through eSearch Module,For original report please contact concern SRO office.

सूची क्र.2

दुय्यम निवंधक : S.R. Kalyan 1

फाईल क्रमांक : 1048/2022

नोदंणी :

Regn:63m

| गावाचे | (Village | Name) | : | Khoni |
|---------------|----------|-------|---|--------|
| યાવા થ | (VIIIage | Name) | • | KIIOII |

| | गावाचे (Village Name) : Khoni |
|---|---|
| (1) विलेखाचा प्रकार (Title) | 6-Notice of intimation regarding mortgage by way of deposit of Title Deed |
| (2) कर्जाची रक्कम (Loan amount) | Rs.3587827/- |
| (3) भू-मापन,पोटहिस्सा व घरकमांक(असल्याम) (Property Description) | 1) Corporation: ठाणे म.न.पा. Other details: Building Name:VIOLET J WING,THANE, Flat No;410, Road:TALOJA BYPASS ROAD, Block Sector:-, Landmark:- (Survey Number: 55/2A AND 55/5 ;) |
| (4) क्षेत्रफळ (Area) | 1) Build Area :40.41 / Open Area :0 Square Meter |
| (5) कर्ज घेणाऱ्याचे नाव व पत्ता (Mortgagor) | 1) Name: SHASHIKIRAN SADHU POOJARI Age: 31, Address: Flat No:-, Floor No:-, Building Name:FLAT NO 305 3RD FLOOR RAMJI APARTMENT BHIWANDI ROAD NEAR KONGAON BUS STOP KONGAON KALYAN BHIWANDI, Block Sector:-, Road:-, City:KONGAON, State:MAHARASHTRA, District:THANE, Pin:421311, PAN: ENFPS1266G |
| (6) कर्ज देणाऱ्याचे नाव व पत्ता (Mortgagee) | Bank Name: BAJAJ HOUSING FINANCE LTD Address: 701, 7TH FLOOR, SUMER PLAZA, SANKASTH PADA WELFARE SOCIETY, MAROL-MAROSH ROAD, MAROL, ANDHERI EAST |
| (7) गहाण / कर्जाचा दिनांक (Date of Mortgage) | 15/03/2022 |
| (8) नोटीस फाईल केल्याचा दिनांक (Date of filing) | 17/03/2022 |
| (9) फायलींग नंबर (Filing No.) | 1048/2022 |
| (10) मुद्रांक शुल्क (Stamp Duty) | Rs.10763/- |
| (11) फायलींग शुल्क (Filing Amount) | Rs.15000/- |
| (12) Date of submission | 15/03/2022 |
| (13) शेरा (Remark) | - |

| 21 जे त्याण जी तर ठ. दिनका कार्यालय | 0 TO 2वर्षे ls: To 4th Floor 2/01/2018 | सर्छें नंबर /न. भू. क्रमीक : औद्दोगीक - | 21 February 2022,10:34:38 AN कलन: मोजमापनाचे एकक चौ. मीटर ग प्रकार- बांधीय धकामाचा दर- Rs 1170/- |
|---|--|--|--|
| जे त्याण जी जाती द र र. दुनिका कार्यालय - चौ. मीटर मिळकंतीचा वापर- सी सी मिळकंतीचे वय - मजला - | निवासी सदनिका 0 TO 2वर्षे 1st To 4th Floor 2/01/2018 | औद्दोगीक - - मिळकतीव | ची, मीटर ग्राफ्तार- बांधीव |
| ाचौ. मीटर मिळकंतीचा वापर- सी सी मिळकंतीचे वप- मजता - | निवासी सदनिका 0 TO 2वर्षे 1st To 4th Floor 2/01/2018 | | ची, मीटर ग्राफ्रकार- बांधीव |
| सी सी मिळकतीचे वय - मजला - constructed after circular dt.02 | 0 TO 2वर्षे ls: To 4th Floor 2/01/2018 | 1 | Marita arana |
| onstructed after circular dt.02 मीटर मूल्यदर = (वारि | 2/01/2018 | | |
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| क्षेत्र 13.75चौ. मीटा | ₹ | | |
| 3 ,18,19 | | | क्रम्य . बरील ग्रन्थीचे |
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| Department Inspector General (| Ol Kegistration | | | | rayer Details | |
| Stamp Duty Type of Payment Registration Fee | | TAX ID / TAN (If Any) | | | | |
| | | PAN No.(If Applicable) | | AAACL1490J | | |
| Office Name KLN5_KALYAN 5 | JOINT SUB REGISTRA | R | Full Name | | Macrotech Developers Lir | nited |
| Location THANE | | | | | 1-2- | |
| Year 2021-2022 One Time | | Flat/Block No. Flat No. 410 Wing J VIOLET QUALITY | | ET QUALITY HOMES | | |
| Account Head Details Amount In Rs. | | Premises/Building | | | | |
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| | | Amount In One Lakh Fifty Four Thousand Five Hundred Rupees O | | | Hundred Rupees O | |
| Total | | 1,54,500.00 | Words | nty | | |
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| Cheque/DO No. | dT | | Bank Date | R81 Date | 18/02/2022-21:06:29 | Not Verified with RBI |
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Department ID: MOTE:- This challen is valid for document to be registered in Sub Registrar offergate Recyclable particular करावयाच्या दस्तासाठी सहर चलन केवल दुय्यम निवंधक कार्यातयात नोदणी करावयाच्या दस्तासाठी सहर चलन केवल दुय्यम निवंधक कार्यातयात नोदणी करावयाच्या दस्तासाठी सहर चलन लागू सारी.

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AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made at Mumbai this 25tday of Feb-2022

BETWEEN:

Macrotech Developers Limited (erstwhile Palava Dwellers Private Limited, merged Into Macrotech Developers Limited with effect from December 31, 2021 by virtue of Order dated 26.10.2021 of the National Company Law Tribunal, Mumbai Bench — Court V in CP (CAA) 136/MB/2021) 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, Fort, Mumbai-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

Shashikiran Sadhu Poojari residing / having its address at Flat no 305 3rd floor, Ramji apartment Near Kon bus stop kongaon kalyan bhiwandi road Thane 421311 Maharashtra India and assessed to Income tax under permanent account number (PAN) ENFPS1266G, 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 support of them and legal heirs, executors, administrators or the permitted assigns of them; and (c) in case of a company or a body corporate or juristic entity, its partners of the Other Part.

The Company and the Purchaser are hereinafter individually referred to referred to as the "Parties".

Party" dry collectively

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WHEREAS:

- A. The Joint Developer-2 is/shall be constructing 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 Joint Developer-1 and Joint Developer-2 of Annexure 2 (Chain of Title).

दस्त क्र. २५४७ २०२२ वस्त क्र. २५४७ २०२२

C. A copy of the Report on Title in respect of the Larger Property is at Annexura 3 (Re Title).

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- D. The Joint Developer-1 and, or, the Joint Developer-2 have 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 Joint Developer-2 and, or, the Joint Developer-1 may obtain further approvals as may be permitted by applicable regulations.
- E. The Joint Developer-1 and Joint Developer-2 have 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 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 Joint Developer-2 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 Joint Developer-1 and the Joint Developer-2 have agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Joint Developer-1 and the Developer, the Unit at the consideration and on the terms and conditions hereinafter appearing. The Joint Developer-1 has agreed to confirm the Agreement.

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

1. <u>DEFINITIONS</u>

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 state regulation, ordinance, rule, judgment, order, decree, clearance, approvaguideline, policy, requirement, or other governmental restriction or any state decision, or determination by, or any interpretation or administration of any of the for by, any Authority whether in effect as on the date of this Agreement or there are and it case as amended or modified.

1.3. "Approvals" shall mean and include all licenses, permits, approvals, sanctions, consenses obtained/to be obtained from or granted/ to be granted by the competent Authorities 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. "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.
- 1.6. "Building" shall mean the single/multi-storied buildings to be/ being constructed as part of the Project.

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- 1.7. | "Building Conveyance" shall have the meaning ascribed to it in Clause 14.3 below.
- 1.8. Building Protection Deposit* shall mean the amounts specified in the Annexure 6A (Other Amounts Payable before DOP).
- 1.9: "CAM Charges" shall mean: (i) the maintenance charges payable by the Purchaser inter alia for the maintenance of the common areas of the Building and the provision of common facilities available to the Purchaser in the Building / Project or on the Larger Property, including property tax payable in respect of the Parking Spaces allocated to the Purchaser and

and the common areas of the Larger Property and amenities available to the Purchaser, and Citi Neighbourhood Linked Utility Charges, as specified in the Annexure 6A (Other Amounts Payable hafore DOP).

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2110 you came to payer coment Date' shall mean the day from which the Purchaser will be required to pay CAM Charges and will be the first day of the immediately succeeding month after the Date of Offer of Possession regardless of whether the Purchaser takes possession of the

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.

1.12. *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.

*Neighbourhood Linked Utility Charges" shall include but not be limited to maintenance charges payable by the by the Purchaser inter alia for the maintenance of the STP (including the pumping of water to the STP, treatment of the water and recirculation of the treated water back to the relevant portions on the Larger Property) and maintenance costs incurred towards replacement and upkeep of the STP or parts thereof and SWMP which may be located on the Larger Property which cater to the Unit and, or, the Building as specified in the Annexure 6A (Other Amounts Payable before DOP).

"Club" shall mean the club which has been constructed on the Larger Property and is owned and managed by the Developer offering recreational activities to the residents on the Larger Property, either directly or through a nominee which may include the FMC which can be used inter alia by the Purchaser upon becoming a member of the Club by inter alia executing the relevant membership forms and documents and making the payment of the Club Usage Charges in terms of and the manner set out this Agreement.

1.15. "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).

1.16. "Confidential Information" shall have the meaning ascribed to it in Clause 27.1 below.

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1.17. *Consideration same had been meaning ascribed to it at Annexure 6 (Unit and Project Detail)





Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT

[See rule 6(a)]

क.ल.न.-५ दस्तक. २५५७ २०२२

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

Project: VIOLET E, F & JPiot Bearing / CTS / Survey / Final Plot No.:55/2A pt and 55/5pt at Khoni, Kalyan, Thane, 421204;

- 1. Palava Dwellers Pvt Ltd having its registered office / principal place of business at Tehsil: Mumbal City, District:
- 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;

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 30/10/2019 and ending with 31/07/2024 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.

Dated: 30/10/2019 Place: Mumbai Sloving Marrier

Signature valid
Digitally Signed by
Dr. Vaşanı remanand Prabhu
(Secreta J. MahaRERA)
Date:29-11-2021 15:57:13

ture and seal of the Authorized Officer shtra Real Estate Regulatory Authority

