

Summary I (GoshwaraBhag-1)

81/3178

गुरुवार, 19 एप्रिल 2018 3:37 प.न.

दस्त गोश्वारा भाग-1

पान 1

दस्त क्रमांक: 3178/2018

दस्त क्रमांक. ववड1/3178/2018

बाजार मूल्य: ₹. 12,07,634/- मोबदला: ₹. 48,10,382/-

भारखेले मुद्रांक शुल्क: ₹. 1,68,500/-

द. नि. नं. द. नि. ववड1 याने कार्यालयगत

पावनी: 4320

पावनी दिनांक. 19/04/2018

न. क्र. 3178 वर दि. 19-04-2018

भादरबरभागाचे नाव: गुमी गुनील आहे -

गेजी 3:24 म.नं. या. हजर केला.

नोरणी फी

₹. 30000.00

दस्त हाताळणी फी

₹. 1640.00

गृष्टांनी संख्या: 82

एकूण: 31640.00

दस्त हजर करणाऱ्याची मही:

Sub Registrar Bhiwandi 1

Sub Registrar Bhiwandi 1

दस्ताचा प्रकार: करारनामा

मुद्रांक शुल्क: (दोन) कोणत्याही नगरपालिका किंवा नगर पंचायत किंवा स्थानगत असलेल्या कोणत्याही कडक क्षेत्राच्या हद्दीत किंवा मुंबई महानगर प्रदेश विकास प्राधिकरणाच्या हद्दीत असलेल्या कोणत्याही ग्रामीण क्षेत्रात, किंवा मुंबई मुद्रांक (माध्यमस्थान प्रत्यक्ष बाजार मूल्याचे निश्चरण) नियम, 1995 अन्वये प्रकाशित झालेल्या वार्षिक विवरणाप्रतीबंध इराप्रमाण प्रभाव क्षेत्रात.

शिक्का क्र. 1 19/04/2018 03:24:03 PM ची वेळ: (सादरीकरण)

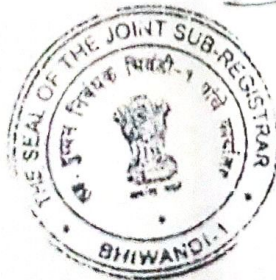
शिक्का क्र. 2 19/04/2018 03:24:45 PM ची वेळ: (फी)

शासन निर्णय मुद्रांक 2006/यु.ओ.आर
५३/प्र.क्र.५३६/अ१ दिनांक १५/०१/२००८ अन्वये
आवश्यक मुद्रांक शुल्कातून ५०% सवलत देण्या
आली आहे.

दस्तपत्रकारांचे मत संदर्भित कागदपत्रे,
कुलमुद्रांक या, वगैरे इत्यादी,
बनावट अन्वये असल्यास त्याची
जबाबदारी निष्पटकाचा राहिल.

प्रमाणित करण्यात येते की, या
दस्तामध्ये.....पुष्टे आहेत.

सद मुख्य निबंधक भिवंडी १



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पान ५/८२

AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made at Mumbai this 19th day of April, 2018

BETWEEN

AJITNATH HI-TECH BUILDERS PRIVATE 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, 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

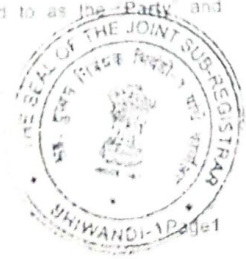
Trupti Sunil Agre and Sunil Kashinath Agre residing / having its address at **MN10/20, NISSARG CHSL, KASHISH PARK, NEAR TIPTOP PLAZA HOTEL, LBS ROAD, THANE-400604** and assessed to income tax under permanent account number (PAN) **ASYPA4538R / AHTPA4888Q**, hereinafter referred to as the "**PURCHASER**" (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 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 under the professional supervision of the said architects and structural engineers as required under the bye-laws of the local authorities.
- F. The Purchaser has applied to the Company for allotment of the Unit (as defined herein) in the Building.
- G. A copy of the floor plan in respect to the said Unit is hereto annexed and marked as **Annexure 5** (Floor Plan).
- H. Relying upon the said application and the representations, declarations and assurances made by the Purchaser, to faithfully abide by all the terms, conditions and stipulations contained in this Agreement, the Company has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Company the Unit at the consideration and on the terms and conditions hereinafter appearing.

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

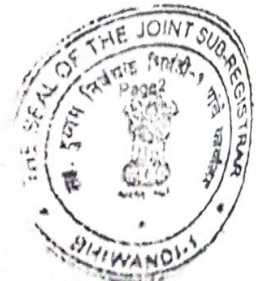
1. DEFINITIONS

- 1.1 "Agreement" shall mean this Agreement together with the schedules and annexures hereto and any other deed and/or document(s) executed in pursuance thereof.
- 1.2 "Applicable Law" shall mean, in respect of any relevant jurisdiction, any statute, law, regulation, ordinance, rule, judgment, order, decree, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any Authority whether in effect as on the date of this Agreement or thereafter and in each case as amended or modified.
- 1.3 "Approvals" shall mean and include all licenses, permits, approvals, sanctions, consents obtained/to be obtained from or granted/ to be granted by the competent Authorities in connection with the Project/ Building/ Unit and/or the development thereof.
- 1.4 "Arbitrator" shall have the meaning ascribed to it in Clause 23.2 below.
- 1.5 "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 "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

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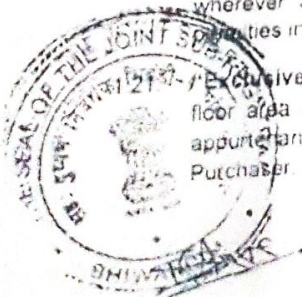
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- 1.7. "Building" shall mean the single/multi-storied buildings to be/ being constructed as part of the Project.
- 1.8. "Building Conveyance" shall have the meaning ascribed to it in Clause 14.3 below.
- 1.9. "Building Protection Deposit" shall mean the amounts specified in the Annexure 6 (Unit and Project Details).
- 1.10. "CAM Charges" shall have the meaning ascribed to it in Clause 15.5.
- 1.11. "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 the Purchaser takes possession of the Unit.
- 1.12. "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 may be 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.
- 1.13. "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 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.
- 1.14. "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 of 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 days from the date the cheque is not cleared in the first instance, the Cheque Bouncing Charges shall increase to 5 (five) per cent of the value of the cheque issued.
- 1.15. "Club" shall mean any recreation facility constructed for the use of the purchasers of units in the Project or the Larger Property.
- 1.16. "Common Areas and Amenities" shall mean the common areas and amenities as are available to and for in respect of the Building/ Larger Property, as the case may be and more particularly described at Annexure 7 (Common Areas and Amenities).
- 1.17. "Company Notice of Termination" shall have the meaning ascribed to it in Clause 11.2.1.
- 1.18. "Confidential Information" shall have the meaning ascribed to it in Clause 27.1 below.
- 1.19. "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).
- 1.20. "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.
- "Exclusive Balcony/ Verandah/Open Terrace Area" or "EBVT Area" shall mean the floor area of the balcony or verandah or open terrace as the case may be, which is appurtenant to the net usable floor area of the Unit, meant for the exclusive use of the Purchaser. EBVT Area is calculated prior to application of any finishes (i.e. on bare shell



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- basis) and is subject to tolerance of +/- 3 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.
- 1.22. "Extended DOP" shall have the meaning ascribed to it in Clause 10.1 below.
- 1.23. "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), but shall not include BCAM Charges. FCAM Charges shall be applicable where the Project consists of more than one Ultimate Organisation and will be as set out at Annexure 6 (Unit and Project Details).
- 1.24. "Federation" shall mean the apex body to be formed by and consisting of the ultimate organisations 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 law.
- 1.25. "Federation Conveyance" shall have the meaning ascribed to it in Clause 14.4 below.
- 1.26. "FEMA" shall have the meaning ascribed to it in Clause 20(y) below.
- 1.27. "FMC" shall have the meaning ascribed to it in Clause 15.1 below.
- 1.28. "Force Majeure" shall mean an event of flood, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Project.
- 1.29. "FSI Free Constructed Spaces" shall have the meaning ascribed to it in Clause 15.15 below.
- 1.30. "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.
- 1.31. "Interest" shall mean simple interest at State Bank of India's (SBI) highest Marginal Cost of Lending Rate (MCLR) + 2 per cent per annum. The MCLR shall be taken as applicable on 1st 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.
- 1.32. "Larger Property" means the land with details as described in Annexure 1 (Description of Larger Property). For clarity, there may be other building(s) and/or project(s) which will be constructed on the Larger Property.
- 1.33. "Liquidated Damages" shall mean an amount equivalent to 10 per cent of the Total Consideration.
- 1.34. "Loan" shall have the meaning ascribed to it in Clause 7.1 below.
- 1.35. "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 6 (Unit and Project Details).
- 1.36. "Net Area" shall mean the aggregate of the Carpet Area and the EBVT Area.
- 1.37. "OC" shall have the meaning ascribed to it in Clause 10.3 below.
- 1.38. "Possession Demand Letter" shall have the meaning ascribed to it in Clause 10.2 below.









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1.39. "Project" shall mean the project with RERA registration number as stated in **Annexure 6** (*Unit and Project Details*) and with details as available with the concerned RERA authority (including current and proposed parts of the project). The Project may be part of a layout on the Larger Property which may comprise of various other buildings and/or projects

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

1.41. "Refund Amount" shall mean:

1.41.1. In case of termination pursuant to Clause 11.2.1 and Clause 11.2.2: an amount equivalent to the Total Consideration 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 the Liquidated Damages and, if applicable, any amounts paid to 3rd 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.

1.41.2. In case of termination pursuant to Clause 11.2.3 and 11.3.1.b) an amount equivalent to the aggregate of the Total Consideration 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.

1.42. "Reimbursements" shall include all expenses directly or indirectly incurred by the Company in providing or procuring services/facilities other than the Unit including but not limited to LUC, electricity deposit reimbursement, administrative expenses, utility connections, piped gas connection and related expenses, legal expenses and all applicable Taxes thereon. An indicative list of Reimbursements is at **Annexure 6** (*Unit and Project Details*).

1.43. "RERA" shall mean the Real Estate (Regulation and Development) Act 2016 and the rules framed by the relevant State Government thereto and any amendments to the Act or the rules

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

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

1.46. "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.

"Taxes" shall mean and include Direct Tax and Indirect Tax

"Transfer" shall mean the sale, transfer, assignment, directly or indirectly, to any third party of



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- 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 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.

1.49 "Total Consideration" shall mean the amounts payable/agreed to be paid by the Purchaser for purchase of Unit and will be the aggregate of the Consideration Value set out at Annexure 6 (Unit and Project Details), Reimbursements, the Maintenance Related Amounts and all Indirect Taxes thereto, as well as any changes in Consideration Value as per the terms of Clause 4.2

1.50 "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.

1.51 "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 floorplan thereto (with unit shaded) annexed hereto as Annexure 5 (Floor Plan)

2 RULES FOR INTERPRETATION

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

- a Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force.
- b All statutory instruments or orders made pursuant to a statutory provision, and
- c Any statutory provision of which these statutory provisions are a consolidation, re-enactment or modification.

2.2 Words denoting the singular shall include the plural and words denoting any gender shall include all genders

2.3 Headings to Clauses, Sub-Clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the schedules, and shall be ignored in construing the same.

2.4 References to recitals, clauses or schedules are, unless the context otherwise requires, are references to recitals, to clauses of or schedules to this Agreement.

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

2.6 Any reference to the words "hereof," "herein," "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to clauses or schedules of this Agreement as specified therein

2.7 The words "include" and "including" are to be construed without limitation.

2.8 Any reference to the masculine, the feminine and the neutral shall include each other

2.9 In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or

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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. The Liquidated Damages is also arrived at having regard to the cost of construction, the cost of funds raised by the Company, the ability or inability of the Company to resell the Unit, among others. The Purchaser 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.
- 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. 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.

3. DISCLOSURES AND TITLE

- 3.1. The Purchaser hereby declares and confirms that prior to the execution of this Agreement: (i) the Company has made full and complete disclosure of its title to Larger Property, (ii) he has taken inspection of all the relevant documents; and (iii) he 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;
 - 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 a 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 Total Consideration as set out at **Annexure 6 (Unit and Project Details)** hereto subject to the terms and conditions mentioned herein and the Approvals.
- 4.2. The Total Consideration shall remain fixed as stated in **Annexure 6 (Unit and Project Details)** hereto, save and except for proportionate share (in ratio of Net Area) of any increase in costs/charges levied by any Authority, after date of start of construction of the Building and on account of any increase in the cost of construction of the Building due to depreciation of the rupee by more than 5 per cent beyond the prevailing exchange rate with the US Dollar (\$) as on the date of start of construction of the Building. Such increase will be certified by any one of the Big 8 accountancy firms (EY, KPMG, PWC, Deloitte, BDO, Grant Thornton in 2017 and as may vary over time) and the Purchaser shall pay such proportionate share, as demanded.

The Total Consideration 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)**, time being of the essence. The Purchaser shall be responsible for ensuring that payment of each instalment is made within 14 (fourteen) days of the demand for the said instalment.



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being made by the Company. Payment shall be deemed to have been made when credits received for the same by the Company in its account.

- 4.4 The Purchaser acknowledges that he has chosen the 'Construction Progress Linked Payment Plan' since it offers several advantages to the Purchaser, including that the installment payments may become due later in time than as envisaged at the time of entering into this Agreement, if the relevant construction milestones are delayed, thus compensating for the impact of any delay in construction on the Purchaser. This significantly reduces the risk of the Purchaser as compared to the 'Time Linked Payment Plan' option and the Purchaser has entered into this Agreement after taking into account the advantages and risks of the 'Construction Progress Linked Payment Plan'.
- 4.5 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:
- Shall make payment of the Total Consideration as per the timelines set out at Annexure 6 (Unit and Project Details), without any delay or demur for any reason whatsoever.
 - Shall observe all the covenants, obligations and restrictions stated in this Agreement; and
 - 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.
- 4.6 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 dishonour of any cheque issued by the Purchaser.
 - Secondly, towards Interest due as on the date of payment;
 - Thirdly, towards costs and expenses for enforcement of this Agreement and recovery of the Total Consideration, dues and Taxes payable in respect of the Unit 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
 - Fourthly, towards outstanding dues including Total Consideration in respect of the Unit or under the Agreement

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

- 4.7 In case of the dishonor of any cheque, the Cheque Bouncing Charges will be payable by the Party which issued the cheque in question
- 4.8 The Parties agree that, in addition to the Interest, in case of every instance of delayed payment, either Party 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 INR 20,000/- (Rupees Twenty Thousand Only) per instance of delayed payment in 2017 and shall be revised on 1st April of each year as per rate of Reserve Bank of India's consumer price index)

9. CONSTRUCTION AND DEVELOPMENT

- 9.1 The Company shall, subject to the terms hereof, construct the Building in accordance with the Approved sector plans and amendments thereto as approved by the relevant Authorities.



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The Purchaser is aware that while the Company has obtained some of the Approvals certain other Approvals (or amendments to current Approvals) may be received from time to time. Having regard to the above position, the Purchaser has entered into this Agreement without any objection or demur and agrees not to raise and waives his right to raise any objection, in that regard.

5.3 The Parties agree that while 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 Organisation. 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 per cent of the Net Area. In case a change is proposed which adversely impact any of the aforesaid factors, separate written consent shall be obtained from the Purchaser.

5.4. The Purchaser is aware and agrees that the Company shall allow various balcony/verandah/ open terraces (including the one located at the top of the Building) to be used, partly or wholly, by one (or more) unit purchaser(s) in the Building and such unit purchaser(s) shall have exclusive right to use the said areas as per the terms of the arrangement between the Company and the said unit purchaser(s). The Purchaser agrees not to raise any objection or make any claims in that regard and the claims in that regard shall be deemed to have been waived. In terms of the above, the Company shall be at absolute liberty to allot/assign the said right to such person/s in the manner as the Company may deem fit and proper.

6. SECURITIZATION OF THE TOTAL CONSIDERATION

6.1. The Purchaser hereby grants his irrevocable consent to the Company to securitize the Total Consideration and/or part thereof and the amounts receivable by the Company hereunder and to assign to the banks / financial Institutions the right to directly receive from the Purchaser the Total Consideration and / or part thereof and / or the amounts payable herein. It is further agreed that any such securitization shall not lead to an increase in the Total Consideration paid by the Purchaser for the Unit and any payment made by the Purchaser to the Company and/or any bank or financial institution 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 requires the prior written consent of the Company), the Purchaser shall remain solely and wholly responsible for the timely payment of the Total Consideration or the part thereof and/or any other the 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.

The Purchaser hereby expressly agrees that so long as the Loan and the Total Consideration 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



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[Handwritten initials]

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

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द.क्र. ३१०५/२०१९
पान २८/१९

SIGNED AND DELIVERED

By the Company within named
AJITNATH HI-TECH BUILDERS PRIVATE LIMITED
through the hands of Constituted Attorney
Mr. Surendran Nair
authorised vide Power of Attorney

dated _____

In the presence of

- 1. Sachin Mangra
- 2. S. J. J. J.



SIGNED AND DELIVERED

By the within named Purchaser

Trupti Sunil Agre

Sunil Kashinath Agre

In the presence of

- 1. Sachin Mangra
- 2. S. J. J. J.

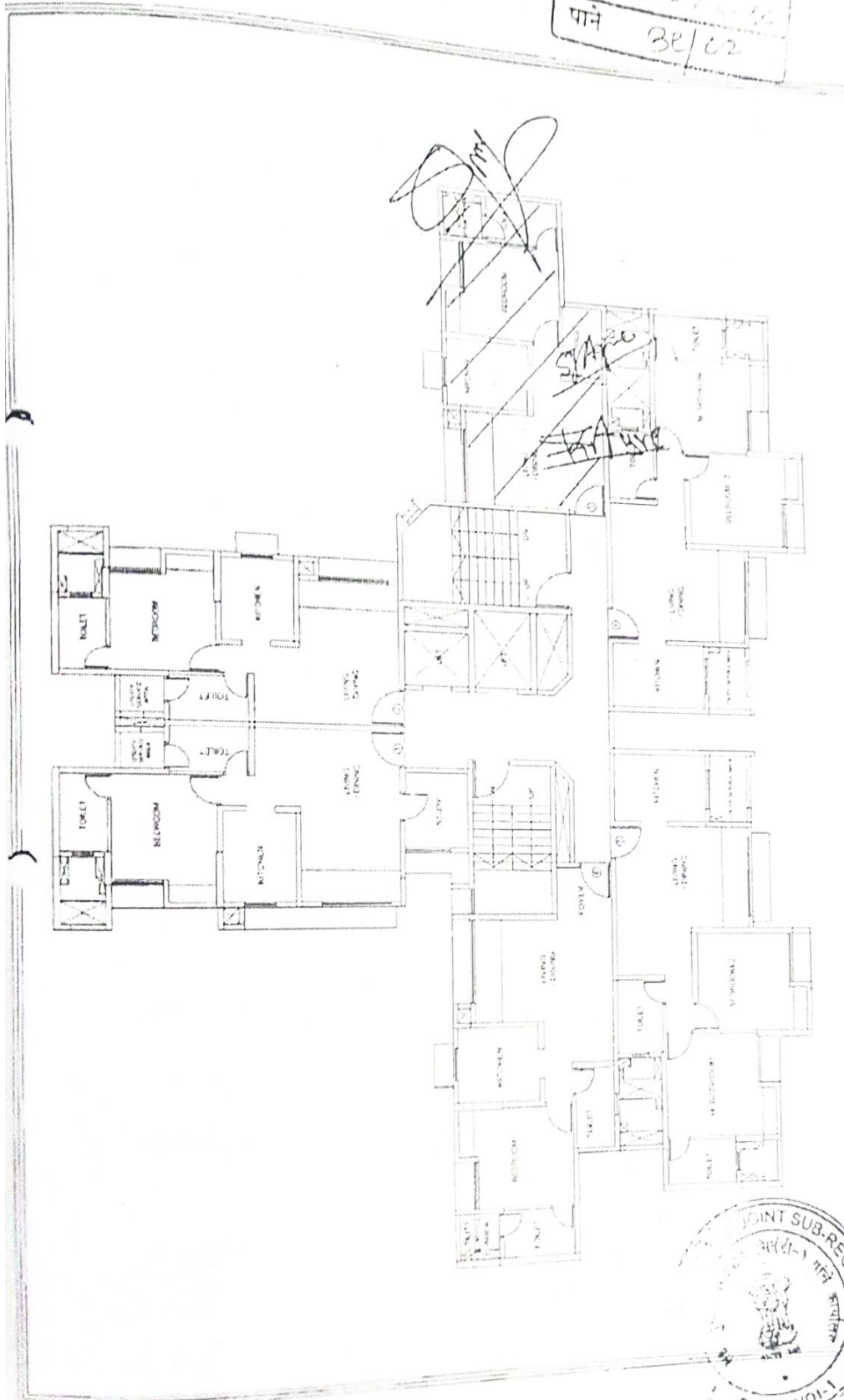
S. Agre

S. Kashinath Agre



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 पाने ३८/८२

MAE-JRC-5



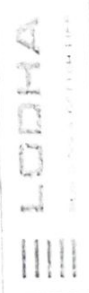
TYPICAL FLOOR PLAN (LEVELS 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 15, 16, 17, 18)

UPPER THANE CASA TREETOPS WING: C2 FLOOR 14th FLAT NO. 1403

ARCHITECT
 ARCHITECT PRADEEP KUMAR
 1000 PANKAJ, JAYAWANT NAGAR, BANG
 STREET, PUNE, MAHARASHTRA
 411 004, INDIA

DEVELOPERS
 AURANGHEB TECH BUILDERS PRIVATE LIMITED
 41/2, 3RD FLOOR, KATRA, VANDRANAGAR, COIMBATORE
 411 004, INDIA
 MOBILE: 98200 44000

NOTE: PLAN NOT TO THE SCALE



Coupon No: UT 047

CONGRATULATIONS

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क्र. 31601/2018
पाने ४९/८२

Dear customer,

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

Stamp duty charges* for your unit shall be given as 'Budget Bonanza' to you at time of booking (or within 21 days thereafter):

Project: **UPPERTHANE**

Application No: _____

Date of application: 11/02/2018

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

Prashant Bindal
Chief Sales Officer

Signature of
Primary Applicant

Signature of
Joint Applicant

Suni K. Agre

Name of
Primary Applicant

Twpti. S. Agre

Name of
Joint Applicant

Terms & Conditions:

*After minimum payment of 19.9% of CV OR after home loan is sanctioned and all conditions for disbursement are complied with, including payment of own contribution reimbursement (OCR) required for disbursement such that total of OCR + HL will be min. 19.9%.
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 is 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.

 **LODHA**
BUILDING A BETTER LIFE





MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY
मुंबई महानगर प्रदेश विकास प्राधिकरण

No. SCS/BSNA/2501/89/119 - Anwar, Mankoli & Surul S/O/2018

Date: 06 APR 2018

COMMENCEMENT CERTIFICATE ABOVE PLINTH

Permission is hereby granted, under Section 45 of the Maharashtra Regional & Town Planning Act, 1956 (Maharashtra Act No. XXXVII of 1956) to M/s. Altmath Hi-tech Builders Pvt. Ltd., 216, 2nd Floor, Shub and Nihar Industrial Estate, Dr. F. Moses Road, West, Mumbai - 400 013 for the Proposed Residential Buildings Above Plinth level of the "Integrated Township Project" (A) mentioned in Table - A below) on land bearing S No 219 Part, 251 Part, 254 P, 254 P, 254 P, 254 P, 255/1A, 255/1B, 255/2, 255/3, 256, 263, 265/2, 265/3, 265/4P, 266, 266/3, 270 P, 270P, 270 P, 271, 272 P, 272 P, 272 P, 275 P, 275 P, 276 P, 276 P, 291 P, 293/1 & 293/2 of Village Anjar, S.No. 41/8, 41/7, 41/9, 41/10 P, 45/3, 45/4, 45/5, 45/7, 47/3, 47/4P, 47/5, 49, 51/2P, 51/2P, 51/2, 51/2, 52/3, 52/2, 52/3A, 53/8, 53/9, 54/4, 54/5A, 54/5B, 54/5C, 55/10, 55/11P, 55/12A, 55/13, 56/2P, 56/2, 56/12, 56/11P, 57/1P, 57/1P, 57/1P, 58/7, 58/9, 58/1, 62, 63, 65/1, 66/2, 66/3, 66/4, 68/1 & 68/2P of Village Mankoli and S.No.12/1, 12/3, 12/4, 12/15, 14/5, 14/8, 14/7, 14/8, 14/10P, 14/11, 14/12, 14/11P, 14/14, 14/15, 14/16, 14/17, 15/3, 15/4, 15/7, 15/8, 15/9, 15/11, 15/12, 17/2, 17/2, 18/1, 19/2, 19/3, 19/4, 21, 22/1P, 23, 24, 25/1/2, 25/2P, 26/2P, 27/2, 28/14P, 34/1, 34/2P, 35/2P, 35/3P, 35/2, 37/3, 39/7, 40/7 & 40/8P, of Village Surul, Taluka Bhamburda, Dist. Thane on gross plot admeasuring 44965.00 sq.m with total permissible built up area of 44965.00 sq.m (FSI - 1.00). The details with regards to floors, height of the building, proposed built up area is as mentioned in the Table - A below and as depicted on Drawing Sheet (Total 02 Nos. of Sheet) on the following conditions:

Table-A: Details of the proposed Buildings of the "Integrated Township Project" for which the Commencement Certificate Above Plinth Level is hereby granted:

Cluster No.	Wing	Nos. of Floor	Height (In Mtr.)	Construction Area (In Sq.m)	Proposed Built Up Area (In Sq.m)	Nos. of Tenements
2.01 (CASA TREETOP)	A	GR FLR	3.35	452.55	308.90	5
	C2	GR FLR	3.35	452.55	308.90	5
	D	GR FLR	3.35	452.55	308.90	5
TOTAL	3			1354.65	926.70	15

- Via
- This permission / Commencement Certificate shall not entitle the applicant to build on the land which is not in his ownership in any way.

This certificate is liable to be revoked by the Metropolitan Commissioner, MMROA if the development works in respect of which permission is granted under this certificate is not carried out or the user thereof is not in accordance with the sanctioned plans.

Sub-Office: Mulloppur Road, 2nd Floor, Near Oshiwari Park, Purnagar Road No. 2, Malabar, Thane (West) - 400 004
Tel: 2671265/26712197 Fax: 022 21712197 E-mail: sfo.thane@mmrda.maharashtra.gov.in





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व. नं. 390C

पाने 56/C2

१. १५ मार्च १९५६ को...

२. १५ मार्च १९५६ को...

३. १५ मार्च १९५६ को...

४. १५ मार्च १९५६ को...

५. १५ मार्च १९५६ को...

क. नं. ५/१५०६/१५५६ को. ३/१५५६/१५५६ को.

दोनों पंजीयन के अन्तर्गत...

पंजीयन नं. ३५०६/१५५६ को.

पं. नं. ५/१५०६/१५५६ को. ३/१५५६/१५५६ को.

दोनों पंजीयन के अन्तर्गत...

पंजीयन नं. ३५०६/१५५६ को.

पं. नं. ५/१५०६/१५५६ को. ३/१५५६/१५५६ को.

दोनों पंजीयन के अन्तर्गत...

पंजीयन नं. ३५०६/१५५६ को.

पं. नं. ५/१५०६/१५५६ को. ३/१५५६/१५५६ को.

दोनों पंजीयन के अन्तर्गत...

पंजीयन नं. ३५०६/१५५६ को.

पं. नं. ५/१५०६/१५५६ को. ३/१५५६/१५५६ को.

दोनों पंजीयन के अन्तर्गत...

पंजीयन नं. ३५०६/१५५६ को.

पं. नं. ५/१५०६/१५५६ को. ३/१५५६/१५५६ को.

दोनों पंजीयन के अन्तर्गत...

पंजीयन नं. ३५०६/१५५६ को.

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

SUNIL K AGRE
KABHINATH SHUNILAL AGRE
26121978

Permanent Account Number
AMTPA4888C

Signature



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द.क्र. 390/T 2016
पाने 100/52

Signature

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

TRUPTI SUNIL AGRE
HARISHCHANDRA DYANESHWAR
JADHAV
187041877

Permanent Account Number
ASYP44538R

Signature



Signature

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

BANDEEP N JADHAV
K D JADHAV

45410483
Permanent Account Number
AKCB35942L

Signature



Signature

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

Signature



Signature

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द.क्र. ३१५८/२०१८

पाने १५/८२

घोषणापत्र

मी, श्री. सुरेन्द्रन नायर / श्री. मनिंदर छाबा या द्वारे घोषित करतो की, दुसऱ्याम निबंधक _____ यांचे कार्यालयात करारनामा या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. श्री. रमेशचंद्र चेंबानी, कुणाल मोदी, भरत कुमार जैन, पियुश बोरा, नितेश परब, मनोज रामचंद्रन, राजेंद्र लोड, विशाल घाडीगावकर, रामनंदनम पांडे, पूर्णिमा पावले यांनी दिनांक 28/06/2017 रोजी आम्हाला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सादर दस्त नोंदणीस सादर केला आहे / निष्पादीत करून कबुलीजबाब दिला आहे. सादर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही, किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्द बातल ठरलेले नाही. सादरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सादरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्यवे शिक्केस मी पात्र राहिन याची मला जाणीव आहे.

ठिकाण :

दिनांक :



Kavinda

सही

कुलमुखत्यार पत्राचे घोषणापत्र लिहून देणार





OCCUPANCY CERTIFICATE

SROT/BSNA/2501/BP/OC/ITP- Anjur, Mankoli & Surai/ 347/2021

Date: 31 MAR 2021

To,

M/s. Lodha Developers Ltd.

412, 4th Floor, 17G, Vardhman Chamber,

Cawasji Patel Road, Horniman Circle,

Fort, Mumbai-400001,

Sub: Occupancy Certificate for proposed Residential Sale Buildings (Casa Ecopolis (Wing-A & B), Casa Tiara (Wing-A & B), Casa Treetops (Wing-A, B, C, C1, C2, D, E, F), Casa Greenville (Wing-A, B, C, D, E, E1, F, G, H, I)), Social Housing Building Magnolia (Wing A & B), Fire Station & Fire Station Staff Quarters of the proposed Integrated Township Project on land bearing S.No 239 Pt, 253, 254 P, 254 Pt, 254 Pt, 254 Pt, 255/1A, 255/1B, 255/2, 255/3, 256, 263, 265/2, 265/3, 265/4Pt, 266,267/2 269/3, 270 Pt, 270Pt, 270 Pt, 270/4,271, 272 Pt, 272 Pt, 272 Pt, 275 Pt,275/B/Pt, 276 Pt, 276 Pt, 276 Pt, 291, 291/A, 293/1, 293/3 298/3 of Village Anjur, S.No 14/1, 14/2, 14/7, 14/8, 15/5A, 15/6A, 15/6B, 31/7, 31/11, 31/13, 31/14, 36/1, 36/2A, 36/2B, 36/3, 36/7, 37/1, 37/5, 37/6, 38/5A, 38/7, 38/9A, 38/9B, 39/1, 39/2, 39/3, 39/5, 39/6, 40/6, 41/1, 41/3Pt, 41/4,41/5,41/6, 41/7, 41/9, 41/10 P, 45/3, 45/4, 45/4, 45/5, 45/7, 47/3, 47/4P, 47/5, 48/1/1P, 49/1P,49/4, 49/5,51/1, 51/2, 52/1, 52/2, 53/A, 53/B, 53/C, 54/4, 54/5A, 54/5B, 54/5C, 54/5D,55/7, 55/8,55/9, 55/10, 55/11P,55/12A, 55/14, 55/15, 56/1P, 56/1P, 56/1B, 56/1D, 57/P, 57/P, 57/P, 58/P, 58/P, 60/2, 62, 63, 65/1, 66/1, 66/3, 66/4, 66/5, 67/9,67/11, 68/2P&69/7 of Village Mankoli and S.No12/1, 12/3, 12/4, 12/15, 14/5, 14/6, 14/7, 14/8,14/9, 14/10P, 14/11, 14/12, 14/13P, 14/14, 14/15, 14/16, 14/17, 15/1, 15/2/A, 15/3, 15/4, 15/6, 15/7, 15/8, 15/9, 15/11, 15/12,16/Pt,17/1, 17/2, 17/3, 18/1Pt,18/2, 18/4, 19/1, 19/2, 19/3, 19/4, 20, 21, 22/1/Pt, 22/1Pt,22/2, 23, 24, 25/1A,25/1/2, 25/2Pt, 25/2Pt, 26/1P, 27/1Pt, 27/2, 28/8A, 28/11, 28/12,28/13, 28/14, 28/14B,28/15, 28/16Pt, 29/2, 31/1, 31/2,31/3,34/1, 34/2P, 35/1A, 35/1Pt, 35/1P, 35/2, 36/2, 36/3, 36/4, 36/5, 36/6, 36/9,36/10Pt,36/12, 37/2Pt,37/3, 37/6, 37/12, 38/8,39/Pt, 39/0Pt, 40/3, 40/7, 40/8Pt, 40/8Pt, 40/10, 40/11, 40/14, 40/17, 40/21, 40/23, 40/27& 40/38 of Village Surai Taluka Bhiwandi Dist. Thane.

- Ref:**
1. Initial Location Clearance issued by Urban Development Dept. Govt. of Maharashtra, dt.29.04.2017
 2. Revised Location Clearance issued by Director of Town Planning, Maharashtra State, Pune, Dt: 25.05.2018
 3. Revised Location Clearance issued by Director of Town Planning, Maharashtra State, Pune, Dt: 10.12.2018
 4. MMRDA's Amended Layout Approval & Amended Commencement Certificate Dt: 30.08.2019

Mumbai Metropolitan Region Development Authority

Sub Regional Office : Multipurpose Hall, 2nd Floor, Near Oswal Park, Pokharan Road No. 2, Majiwada, Thane (W) - 400 601.

Tel : (022) 21712195 / 21712197 **Fax :** (022) 21712197 **E-mail :** sro.thane@mailmmrda.maharashtra.gov.in

No. SROT/BSNA/2501/BP/Amended/ITP – Anjur, Mankoli & Surai/1668/2019 Date: 30 AUG 2019

AMENDED COMMENCEMENT CERTIFICATE

Permission is hereby granted, under Section 45 of the Maharashtra Regional & Town Planning Act, 1966 (Maharashtra Act No. XXXVII of 1966) to **M/s. Lodha Developers Ltd. (Formerly known as Ajitnath Hi-tech Builders Pvt. Ltd)**, 412, 4th Floor, 17G, Vardhman Chamber, Cawasji Patel Road, Horniman Circle, Fort, Mumbai-400001 for the Proposed **Residential & Commercial Buildings of the "Integrated Township Project"** (As mentioned in Table below) on land bearing **S.No 239 Pt, 253 , 254 P, 254 Pt, 254 Pt, 254 Pt, 255/1A, 255/1B, 255/2, 255/3, 256, 263, 265/2, 265/3, 265/4Pt, 266,267/2 269/3, 270 Pt, 270Pt, 270 Pt, 270/4,271, 272 Pt, 272 Pt, 272 Pt, 275/B/Pt, 276 Pt, 276 Pt, 276 Pt, 291 ,291/A, 293/1, 293/3 298/3 of Village Anjur, S.No 14/1, 14/2, 14/7, 14/8, 15/5A, 15/6A, 15/6B, 31/7, 31/11, 31/13, 31/14, 36/1, 36/2A, 36/2B, 36/3, 36/7, 37/1, 37/5, 37/6, 38/5A, 38/7, 38/9A, 38/9B, 39/1, 39/2, 39/3, 39/5, 39/6, 40/6, 41/1, 41/3Pt, 41/4,41/5,41/6, 41/7, 41/9, 41/10 P, 45/3, 45/4, 45/4, 45/5, 45/7, 47/3, 47/4P, 47/5, 48/1/1P, 49/1P,49/4, 49/5,51/1, 51/2, 52/1, 52/2, 53/A, 53/B, 53/C, 54/4, 54/5A, 54/5B, 54/5C, 54/5D,55/7, 55/8,55/9, 55/10, 55/11P,55/12A, 55/14, 55/15, 56/1P, 56/1P, 56/1B, 56/1/D, 57/P, 57/P, 57/P, 58/P, 58/P, 60/2, 62, 63, 65/1, 66/1, 66/3, 66/4, 66/5, 67/9,67/11, 68/2P&69/7 of Village Mankoli and S.No12/1, 12/3, 12/4, 12/15, 14/5, 14/6, 14/7, 14/8,14/9, 14/10P, 14/11, 14/12, 14/13P, 14/14, 14/15, 14/16, 14/17, 15/1, 15/2/A, 15/3, 15/4, 15/6, 15/7, 15/8, 15/9, 15/11, 15/12,16/Pt,17/1, 17/2, 17/3, 18/1Pt,18/2, 18/4, 19/1, 19/2, 19/3, 19/4, 20, 21, 22/1/Pt, 22/1Pt,22/2, 23, 24, 25/1A,25/1/2, 25/2Pt, 25/2Pt, 26/1P, 27/1Pt, 27/2, 28/8A, 28/11, 28/12,28/13, 28/14, 28/14B,28/15, 28/16Pt, 29/2, 31/1, 31/2,31/3,34/1, 34/2P, 35/1A, 35/1Pt, 35/1P, 35/2, 36/2, 36/3, 36/4, 36/5, 36/6, 36/9,36/10Pt,36/12, 37/2Pt,37/3, 37/6, 37/12, 38/8,39/Pt, 39/0Pt, 40/3, 40/7, 40/8Pt, 40/8Pt, 40/10, 40/11, 40/14, 40/17, 40/21, 40/23, 40/27& 40/38 of Village Surai Taluka Bhiwandi Dist. Thane, on gross plot admeasuring **544622.82 sq.m** with total permissible built up area of **925858.794 sq.m (FSI – 1.70)** and proposed built up area of **601322.16 sq.m (FSI – 1.10)** as depicted on Drawing Sheet (Total 73 Nos. of Sheet) on the following conditions:**

Mumbai Metropolitan Region Development Authority

Sub Regional Office : Multipurpose Hall, 2nd Floor, Near Oswal Park, Pokharan Road No. 2, Majiwada, Thane (W) - 400 601.



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 :
P51700008449

Project: Upper Thane Treetops A - C, C1, C2, D - F , Plot Bearing / CTS / Survey / Final Plot No.:55/14pt, 57pt,58pt -
Mankoli & 26pt - Surai at Surai, Bhiwandi, Thane, 421302;

- 1. Macrotech Developers Limited** having its registered office / principal place of business at Tehsil: **Mumbai City**,
District: **Mumbai City**, Pin: **400001**.
- This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with the allottees;
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (l) of sub-section (2) of section 4 read with Rule 5;
OR
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
 - The Registration shall be valid for a period commencing from **19/08/2017** and ending with **30/09/2022** 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 Premchand Prabhu
(Secretary, MahaRERA)
Date:09-09-2021 23:25:41

Dated: **09/09/2021**
Place: **Mumbai**

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