Sub - Regr
Friday, August 18, 2023
12:45 AM

पावती

Original/Duplicate
नोंदणी क्र. :39M
Regn :39M

पावती क्र.: 14973 दिनांक: 18/08/2023

गावाचे नाव: माहिम
दस्तऐवजाचा अनुक्रमांक: बबई4-13927-2023
दस्तऐवजाचा प्रकार : करारनामा
सादर करणाऱ्याचे नाव: रिशित सुरेश धोलकिया - -

नोंदणी फी	₹. 30000.00
दस्त हाताळणी फी	₹. 1600.00
पृष्ठांची संख्या: 80	
एकूण:	₹. 31600.00

DELIVERED

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 11:08 AM ह्या वेळेस मिळेल.

सह दुय्यम निबंधक, मुंबई-4

बाजार मूल्य: ₹.26437201.582 /-
मोबदला ₹.31067324/-
भरलेले मुद्रांक शुल्क : ₹. 1864500/-

सह. दुय्यम निबंधक वर्ग-२,
मुंबई शहर क्र.-४

1) देयकाचा प्रकार: DHC रक्कम: ₹.1600/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 0823182702364 दिनांक: 18/08/2023
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: eChallan रक्कम: ₹.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH006689579202324E दिनांक: 18/08/2023
बँकेचे नाव व पत्ता:

Rishit Dholakia

21/08/2023

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.मुंबई शहर 4

दस्त क्रमांक : 13927/2023

नोंदणी :

Regn.63m

गावाचे नाव : सायन

(1)विलेखाचा प्रकार	करारनामा
(2)मोबदला	31067324
(3) बाजारभाव(भाडेपटट्याच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)	26437201.582
(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :, इतर माहिती: सदनिका नं- 3202 माळा नं- 32 वा मजला इमारतीचे नाव – टॉवर 1 विंग- ए प्रोजेक्टचे नाव- वेल्लिस्सिमो माटुंगा प्रोजेक्ट चा पत्ता- विद्यामंदाडी,भाऊ दाजी रोड,सायन मुंबई पार्किंग – सोबत एक कार पार्किंग((C.T.S. Number : 6 (pt) व दस्तात नमूद केल्याप्रमाणे ;))
(5) क्षेत्रफळ	1) 76.18 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-मॅक्रोटेक डेव्हलपर्स लि. तर्फे कु. मु. सुरेन्द्रन नायर तर्फे कु. मु. पंढरी केसरकर - - वय:-50; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 412, 4था मजला, 17जी वर्धमान चेंबर, कावसजी पटेल रोड, हॉर्निमन सर्कल, फोर्ट, मुंबई , ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुम्बई. पिन कोड:-400001 पॅन नं:-AAACL1490J
(8) दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-रिशित सुरेश धोलकिया - - वय:-43; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: सी-27, 7 फ्लोर, कृष्णालय सोसायटी, एन एस मानकीकार रोड चुनाभट्टी वेस्ट मुंबई , ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुम्बई. पिन कोड:-400022 पॅन नं:-ADFPD4982Q 2): नाव:-लता सुरेश धोलकिया - - वय:-73; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: सी-27, 7 फ्लोर, कृष्णालय सोसायटी, एन एस मानकीकार रोड चुनाभट्टी वेस्ट मुंबई , ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुम्बई. पिन कोड:-400022 पॅन नं:-ALCPD8783C 3): नाव:-हेतल रिशित धोलकिया - - वय:-35; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: सी-27, 7 फ्लोर, कृष्णालय सोसायटी, एन एस मानकीकार रोड चुनाभट्टी वेस्ट मुंबई , ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुम्बई. पिन कोड:-400022 पॅन नं:-AEUPM1340P
(9) दस्तऐवज करुन दिल्याचा दिनांक	18/08/2023
(10)दस्त नोंदणी केल्याचा दिनांक	18/08/2023
(11)अनुक्रमांक,खंड व पृष्ठ	13927/2023
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	1864500
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY 4 मुंबई शहर क्र. ४ TWENTY RUPEES MUMBAI

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

सुलभ व्यवहारासाठी नागरिकांचे सक्षमीकरण
दस्तऐवज नोंदणीनंतर मिळकत पत्रिका/ कर नोंदवही अद्ययावत करणे गरजेचे आहे.
या व्यवहाराचे विवरण पत्र ई-मेल द्वारे बृहन्मुंबई महानगरपालिकेस पाठविणेत आलेला आहे.
आता हे दस्तऐवज 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 18/08/2023) toMunicipal Corporation of Greater Mumbai.
No need to spend your valuable time and energy to submit this documents in person.

सह दुय्यम निबंधक वर्ग २
मुंबई शहर क्र. ४.

Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	Rishit Suresh Dholakia	eChallan	69103332023081713125	MH006689579202324E	1864500.00	SD	0003518800202324	18/08/2023
2		DHC		0823182702364	1600	RF	0823182702364D	18/08/2023
3	Rishit Suresh Dholakia	eChallan		MH006689579202324E	30000	RF	0003518800202324	18/08/2023

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

मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)

Valuation ID 20230818125 18 August 2023,08:17:37 AM

मूल्यांकनाचे वर्ष	2023
जिल्हा	मुंबई(मेन)
मूल्य विभाग	19-सायन डिव्हीजन
उप मूल्य विभाग	भुभाग : पूर्वेस हार्बर रेल्वे लाईन, पश्चिमेस लक्ष्मीबाई केळकर, द्रुतगती महामार्ग, दक्षिणेस किंग्ज सर्कलकडे जाणारी हार्बर लाईन, विभाग हद्द.
सर्व्हे नंबर /न. भू. क्रमांक :	सि.टी.एस. नंबर#6

वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.

खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगीक	मोजमापनाचे एकक
102420	242110	278420	302630	242110	चौरस मीटर

बांधीव क्षेत्राची माहिती

बांधकाम क्षेत्र(Built Up)-	83.798चौरस मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-	बांधीव
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय-	0 TO 2वर्षे	बांधकामाचा दर -	Rs.30250/-
उद्वाहन सुविधा-	आहे	मजला -	31st floor And Above	कार्पेट क्षेत्र-	76.18चौरस मीटर
प्रकल्पाचे क्षेत्र-	Above 2 hector	रस्ता सन्मुख -			

Sale Type - First Sale

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

(सूत्र) प्रकल्पाचे क्षेत्रानुसार दर = ((मिळकतीचा प्रति चौ. मीटर मूल्यदर) * 105 %).

प्रकल्पाचे क्षेत्रानुसार निवासी सदनिका करीता प्रती चौ. मीटर दर = Rs.254215.5/-

मजला निहाय घट/वाढ = 120% apply to rate= Rs.305059/-

घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर =((**वार्षिक मूल्यदर - खुल्या जमिनीचा दर**) * **घसा-यानुसार टक्केवारी**)+ **खुल्या जमिनीचा दर**)

= (((305059-102420) * (100 / 100))+102420)

= Rs.305059/-

A) मुख्य मिळकतीचे मूल्य = वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र
= 305059 * 83.798
= Rs.25563334.082/-

E) बंदिस्त वाहन तळाचे क्षेत्र 13.75चौरस मीटर
बंदिस्त वाहन तळाचे मूल्य = 13.75 * (254215.5 * 25/100)
= Rs.873867.5/-

Applicable Rules = .5 ॠ,10.4.16

एकत्रित अंतिम मूल्य = मुख्य मिळकतीचे मूल्य + तळघराचे मूल्य + मेझॅनाईन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + बंदिस्त बाल्कनी + मॅकेनिकल वाहनतळ

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

= 25563334.082 + 0 + 0 + 0 + 873867.5 + 0 + 0 + 0 + 0 + 0

=Rs.26437201.582/-

Home Print

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-IV ★ MUMBAI ★

बुक्र - ४
93820 / 20
२०२३

CHALLAN

MTR Form Number-6

GRN MH006689579202324E	BARCODE	Date 16/08/2023-15:23:30	Form ID 25.2

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	ADFPD4982Q
Office Name	BOM4_JT SUB REGISTRAR MUMBAI 4	Full Name	Rishit Suresh Dholakia
Location	MUMBAI		
Year	2023-2024 One Time	Flat/Block No.	Flat No.3202 Wing A Tower 1 Bellissimo Matunga

Account Head Details	Amount In Rs.		
0030045501 Stamp Duty	1864500.00	Premises/Building	
0030063301 Registration Fee	30000.00	Road/Street	Vishramvadi Bhau Daji Road Sion
		Area/Locality	Mumbai
		Town/City/District	
		PIN	4 0 0 0 2 2
		Remarks (If Any)	
			PAN22AACCL1490J~SecondPartyName=Macrotech Developers Limited~CA=3[illegible]324
Total	18,94,500.00	Amount In Words	Eighteen Lakh Ninety Four Thousand Five Hundred Rupees Only

Payment Details	IDBI BANK	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	69103332023081713125	730556591
Cheque/DD No.		Bank Date	RBI Date	17/08/2023-14:41:14	Not Verified with RBI
Name of Bank		Bank-Branch		IDBI BANK	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Department ID : Mobile No. : 9322727373

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

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

Rishit Dholakia

Latu S Dholakia

Page 1/1 **Print Date 17-08-2023 02:41:30**

HR Dholakia

D H C

Inspector General of Registration

Receipt of Document Handling Charges

PRN	0823182702364	Receipt Date	18/08/2023

Received from MDL, Mobile number 0000000000, an amount of Rs.1600/-, towards Document Handling Charges for the Document to be registered on Document No. 13927 dated 18/08/2023 at the Sub Registrar office Joint S.R. Mumbai 4 of the District Mumbai District.

DEFACED

1600

DEFACED

Payment Details

Bank Name	SBIN	Payment Date	18/08/2023
Bank CIN	10004152023081802214	REF No.	323076838036
Deface No	0823182702364D	Deface Date	18/08/2023

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

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-IV ★ MUMBAI ★

बाबाजी - ४

13927 | 3/CO

२०२३

CHALLAN

MTR Form Number-6

GRN MH068957920232 4E	BARCODE	Date 18/08/2023-15:23:30	Form ID 25.2

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	ADFPD4987Q
Office Name	BOM4_JT SUB REGISTRAR MUMBAI 4	Full Name	Rishit Suresh Dholakia
Location	MUMBAI		
Year	2023-2024 One Time	Flat/Block No.	Flat No 3202 Wing A Tower 1 Bellissimo Matunga
Account Head Details	Amount In Rs.	Premises/Building	
0030045011 Stamp Duty	1864500.00	Road/Street	Vishramwadi Bhau Daji Road Sion
0030061101 Registration Fee	30000.00	Area/Locality	Mumbai
		Town/City/District	
		PIN	4 0 0 0 2 2
		Remarks (If Any)	
		PAN2=AAACL1490J~SecondPartyName=Macrotech Developers Limited~UA=31067324	
1894500.00			
Total	18,94,500.00	Amount In Words	Eighteen Lakh Ninety Four Thousand Five Hundred Rupees Only

Payment Details	IDBI BANK	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	68103332023081713125	730556591
Cheque/DD No.		Bank Date	RBI Date	17/08/2023-14:41:14	Not Verified with RBI
Name of Bank		Bank-Branch		IDBI BANK	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Department ID

Mobile No. 9322727373

Valid only for document to be registered in Sub Registrar office only. Not valid for unregistered documents.

This challan valid upto 15:23:30 of 18/08/2023

Sr. No.	Remarks	Defacement No.	Defacement Date	User ID	Defacement Amount
1	IGR-508-13927	0103518800202324	18/08/2023-10:48:34	IGR549	30000.00
2	IGR-508-13927	0103518800202324	18/08/2023-10:48:34	IGR549	1864500.00
			Total Defacement Amount		18,94,500.00

Print Date 18-08-2023 10:50:13

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-IV
MUMBAI

अवधि - ४
13PRU 4/CO
२०२३

AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made at Mumbai this 18th day of Aug-2023

BETWEEN:

MACROTECH DEVELOPERS LIMITED, a company incorporated and registered under the Companies Act 1956, having its registered office at 412, Floor- 4, 17G Vardhaman Chamber, Cawasji Patel Road, Horniman Circle, Mumbai Fort -400001,, hereinafter referred to as "**THE COMPANY**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **One Part**;

AND

Rishit Suresh Dholakia and **Lata Suresh Dholakia** and **Hetal Rishit Dholakia** residing / having its address at **C-27, 7Th Floor, Krishnalaya Society, N S Mankikar Road, Chunabhatti West, Mumbai - 400022 Maharashtra India** and assessed to income tax under permanent account number (PAN) **ADFPD4982Q , ALCPD8783C , AEUPM1340P** 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**"

LSD

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.

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

1.5. "**Attorney**" shall have the meaning ascribed to it in Clause 11.4.2(b) below.

1.6. "**Authority**" shall mean (i) any nation or government or any province, state or any other political subdivision thereof; (ii) any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any governmental authority, agency, department, board, commission or instrumentality; or (iii) any court, tribunal or arbitrator.

1.7. "**BCAM Charges**" shall mean the Building common area maintenance charges payable by the Purchaser *inter alia* for the maintenance of the Unit/ Building, but shall not include FCAM Charges.

1.8. "**Building**" shall mean the single/multi-storied buildings to be/ being constructed as part of the Project.

1.9. "**Building Conveyance**" shall have the meaning ascribed to it in Clause 14.3 below.

1.10. "**Building Protection Deposit**" shall mean the amounts specified in the **Annexure 6A** *(Other Amounts Payable before DOP)*.

1.11. "**CAM Charges**" shall have the meaning ascribed to it in Clause 15.5

1.12. "**CAM Commencement Date**" shall mean the day from which the Purchaser will be required to pay BCAM Charges and FCAM Charges (if applicable) and will be the first day of the immediately succeeding month after the Date of Offer of Possession regardless of whether/when the Purchaser takes possession of the Unit.

1.13. "**Cancellation Deed**" shall have the meaning ascribed to it in Clause 11.4.2(a) below;

1.14. "**Car Parking Spaces**" shall mean a location where a 4 wheel passenger vehicle can be parked. Car Parking Spaces includes open / stilt / covered parking spaces and maybe located in the basement, car park (including multi-level car park), podium etc. Shortest walking distance between the Building entrance lobby and entry to location where car is parked shall not exceed 750 meters.

1.15. "**Carpet Area**" shall mean the net usable area of the Unit including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/ verandah/ open terrace area or any exclusive open terrace area. Carpet area is calculated prior to application of any finishes (i.e. on bare shell basis). Carpet area is subject to tolerance of (+/-) 3% (three per cent) on account of structural, design and construction variances. In case of any dispute on the measurement of Carpet Area, the same shall be physically measured after removing all finishes that have been applied/fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Carpet Area.

1.16. "**Cheque Bouncing Charges**" shall mean the charges payable by either Party to this Agreement on account of a cheque issued pursuant to this Agreement is not honoured for any reason, whatsoever, including 'insufficient funds', 'stop payment' or 'account closed', and shall mean an amount equivalent to 2.5% (two point five per cent) of the value of the cheque in question. If the amount of the said cheque and the Cheque Bouncing Charges thereto are not paid within a period of 30

(thirty) days from the date the cheque is not cleared in the first instance, the Cheque Bouncing Charges shall increase to 5% (five per cent) of the value of the cheque issued.

1.17. "**Club**" shall mean any recreation facility constructed for the use of the purchasers of units in the Project or the Larger Property.

1.18. "**Common Areas and Amenities**" shall mean the common areas and amenities as are available to and /or in respect of the Building/ Larger Property, as the case may be and more particularly described at **Annexure 7** (*Common Areas and Amenities*) but shall not include the Demarcated Area.

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

1.20. "**Consideration Value**" shall have the meaning ascribed to it at **Annexure 6** (*Unit and Project Details*).

1.21. "**Date of Offer of Possession**" or "**DOP**" shall mean the date on which the Company, by written intimation, makes the Unit available to the Purchaser along with the OC in respect of the Unit (the OC maybe for part or whole of the Building). The estimated DOP is set out at **Annexure 6** (*Unit and Project Details*).

1.22. "**Demarcated Area**" shall mean the community hall(s) / temple(s) (if any) that may / has been constructed on the Larger Land and appurtenant land(s) thereto;

1.23. "**Direct Tax**" or "**Direct Taxes**" shall mean income tax, corporate tax, or similar tax or levy, wherever and whenever charged, levied or imposed together with any interest and penalties in relation thereto.

1.24. "**Exclusive Balcony/ Veranda/Open Terrace Area**" or "**EBVT Area**" shall mean the floor area of the balcony (enclosed or open) and/or veranda and/or terrace and/or deck and/or elevation treatment and/or any other areas meant for the exclusive use of the Purchaser, other than the carpet area. EBVT Area is calculated prior to application of any finishes (i.e. on bare shell basis) and is subject to tolerance of (+/-) 3% (three per cent) on account of structural, design and construction variances. In case of any dispute on the measurement of EBVT Area, the same shall be physically measured after removing all finishes that have been applied/fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of EBVT Area.

1.25. "**Extended DOP**" shall have the meaning ascribed to it in Clause 8.1 below.

1.26. "**FCAM Charges**", if applicable, shall mean the Federation common area maintenance charges payable by the Purchaser *inter alia* for the maintenance of the Larger Property (excluding the Building) including property tax payable in respect of the Car Parking Spaces allocated to the Purchaser and the common areas of the Larger Property and amenities available to the Purchaser and excluding any and all BCAM Charges. FCAM Charges shall be applicable where the Project consists of more than one Ultimate Organization and will be as set out at **Annexure 6A** *(Other Amounts Payable before DOP)*.

1.27. "**Federation**" shall mean the apex body to be formed by and consisting of the ultimate organizations formed in respect of various buildings constructed/to be constructed in the Project, to maintain, administer and manage the Larger Property and the Project. This may be a company or a registered federation or any other management structure as permissible in Applicable Law. Till such time that the

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management of the Federation is handed over to the representatives of the ultimate organization(s) of each of the building(s) on the Larger Property, all rights and powers of the Federation shall vest in and be exercised by the Company.

1.28. "**Federation Conveyance**" shall have the meaning ascribed to it in Clause 14.4 below.

1.29. "**FEMA**" shall have the meaning ascribed to it in Clause 20.1(bb) below.

1.30. "**FMC**" shall have the meaning ascribed to it in Clause 15.1 below.

1.31. "**Force Majeure**" shall mean an event of flood, fire, cyclone, earthquake, widespread disease, any other calamity caused by nature, any order of government which affects the ability of the Company to carry out works / raise moneys / get approvals.

1.32. "**FSI Free Constructed Spaces**" shall have the meaning ascribed to it in Clause 15.14 below.

1.33. "**Indirect Tax**" or "**Indirect Taxes**" means goods and services tax, service tax, value added tax, sales tax, stamp duty, customs and import duties, levy, impost, octroi, and, or, duty of any nature, whatsoever, whenever imposed and, or, levied, by any Authority, together with any interest and penalties in relation thereto, excluding any Direct Tax.

1.34. "**Interest**" shall mean simple interest at State Bank of India's (**SBI**) highest Marginal Cost of Lending Rate ("**MCLR**") + 2% (two per cent) per annum. The MCLR shall be taken as applicable on 1st (first) day of each quarter (1st January, 1st April, 1st July, 1st October) and the same shall be deemed to be the applicable MCLR for the said quarter. Provided further that if SBI MCLR is no longer in use, MCLR will be replaced by equivalent benchmark rate used by SBI.

1.35. "**Larger Property**" means the land with details as described in **Annexure 1** *(Description of Larger Property)*. For clarity, there may be land parcels which may be added to / be reduced from the Larger Property, from time to time. For further clarity, there may be other building(s) and/or project(s) which will be constructed on the Larger Property.

1.36. "**Liquidated Damages**" shall mean an amount equivalent to 10% (ten per cent) of the Consideration Value and all other amounts payable under this Agreement, including, but not limited to, Other Charges, Maintenance Related Amounts and all Indirect Taxes thereto.

1.37. "**Loan**" shall have the meaning ascribed to it in Clause 7.4 below.

1.38. "**Maintenance Related Amounts**" shall include the amounts collected by the Company to be utilized towards the management of the affairs of the Building and/or the Larger Property including but not limited to BCAM Charges, Property Tax and Building Protection Deposit. An indicative list of Maintenance Related Amounts is at **Annexure 6A**.

1.39. "**Net Area**" shall mean the aggregate of the Carpet Area and the EBVT Area.

1.40. "**OC**" shall have the meaning ascribed to it in Clause 10.3 below.

1.41. "**Possession Demand Letter**" shall have the meaning ascribed to it in Clause 10.2 below.

1.42. "**Project**" shall mean the project with RERA registration number as stated in **Annexure 6** (*Unit and Project Details*) and with details as available with the

concerned RERA authority (including current and proposed parts of the project). The Project may be part of a layout on the Larger Property which may comprise of various other buildings and/or projects.

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

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

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

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

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

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

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

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

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

1.48. "**Service Providers**" shall have the meaning ascribed to it in Clause 15.14 below.

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

1.50. "**Structural Defects**" shall mean any defect related to the load bearing structure of the Building and water proofing. It is further clarified that this shall not include any other non-load bearing elements or defects for reasons not attributable to the Company.

1.51. "**Taxes**" shall mean and include Direct Tax and Indirect Tax.

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

a. the Unit or any part of the right, title or interest therein; and, or,

b. the benefit of this Agreement; and, or,

c. in case the Purchaser is a company, directly or indirectly, the change in (i) control and, or, management; and, or, (ii) shareholding constituting more than 25% (twenty five per cent) of the voting rights and, or, economic interest;

d. in case the Purchaser is a partnership firm or limited liability partnership, the change in constitution thereof.

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

1.53. "**Ultimate Organization**" shall mean the company/ condominium/ society/ other permissible legal entity to be formed in respect of the Building as contemplated in Clause 14. Till such time that the management of the Ultimate Organization is handed over to the representatives elected by the purchasers/ owners of all the units in the Building, all rights and powers of the Ultimate Organization shall vest in and be exercised by the Company.

1.54. "**Unit**" shall mean the unit in the Building with the Carpet Area and EBVT Area as specified at **Annexure 6** (*Unit and Project Details*) and floor plan thereto (with unit shaded) annexed as **Annexure 5** (*Floor Plan*) hereunder.

2. <u>RULES FOR INTERPRETATION</u>

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.

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

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

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

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

2.9. In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a working day, then the period shall include the next following working day.

2.10. The Purchaser confirms and warrants that the Liquidated Damages is a genuine pre-estimate of the loss or damage that is likely to be suffered by the Company on account of breach of the terms of this Agreement by the Purchaser and has been arrived at having regard to *inter alia* the cost of construction, the cost of funds raised by the Company, the ability or inability of the Company to resell the Unit, including losses due to brokerage/ marketing spend, delay in receiving money towards the Unit and the possibility of loss of value of the Unit on resale, among others. The Purchaser hereby further agrees, acknowledges and accepts that Liquidated Damages are not penal and essentially in the nature of guarantee by the Purchaser to fulfil and abide by the terms and conditions contained hereunder, including all payment related terms and conditions, and the Company will be entitled to adjust the Liquidated Damages as earnest money under this Agreement in case of any failure / non-compliance on the part of the Purchaser. Forfeiture of Liquidated Damages is for the sole purpose of reasonably compensating the Company for the loss or damage that is suffered / likely to be suffered by the Company on account of breach / contravention of the terms of this Agreement by the Purchaser. The Purchaser hereby waives his right to raise any objection to the payment or determination of Liquidated Damages in the manner and under the circumstances set out herein or otherwise contending to the contrary.

2.11. All amounts stated herein are exclusive of Taxes, including but not limited to service tax, Maharashtra value added tax, stamp duty, and all such Taxes, as maybe applicable from time to time, shall be borne and paid by the Purchaser separately, immediately upon the same being demanded by the Company as per Applicable Law.

2.12. In case of any conflict between the provisions of Clause 21 and any other provisions of this Agreement, the provisions of Clause 21 shall prevail.

2.13. All references in this Agreement to the term 'Date of Offer of Possession' / 'DOP' shall be read and construed as reference to 'Extended DOP', if and as applicable.

2.14. The recitals above, the schedules and annexures hereto shall form an integral part and parcel of this Agreement and shall be read in conjunction with this Agreement.

3. **DISCLOSURES AND TITLE -**

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

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documents; and (iii) the Purchaser has, in relation to the Unit/ Building/ Larger Property, satisfied himself of *inter alia* the following:

a. Nature of the Company's right, title and encumbrances, if any;

b. The Approvals (current and future);

c. The drawings, plans and specifications; and

d. Nature and particulars of fixtures, fittings and amenities.

3.2. The Purchaser confirms that the Purchaser has entered into this Agreement out of his own free will and without any coercion, and after reviewing and understanding the draft of this Agreement. The Purchaser has obtained suitable advice prior to entering into this Agreement and the Agreement is being entered into with full knowledge of the obligations and rights under this Agreement and the Applicable Law governing the same.

4. AGREEMENT TO SELL AND CONSIDERATION

4.1. The Purchaser hereby agrees to purchase/ acquire from the Company and the Company hereby agrees to sell to the Purchaser, the Unit for the Consideration Value as set out in **Annexure 6** (*Unit and Project Details*), subject to the terms and conditions mentioned herein and the Approvals.

4.2. The Consideration Value shall be paid by the Purchaser to the Company from time to time in the manner more particularly described at **Annexure 6** (*Unit and Project Details*). The Purchaser shall be responsible for ensuring that payment of each installment is made within 14 (fourteen) days of the demand for the said installment being made by the Company. Payment shall be deemed to have been made when credit is received for the same by the Company in its account.

4A. OTHER AMOUNTS PAYABLE

All other amounts payable under this Agreement, including, but not limited to, Other Charges, Maintenance Related Amounts and all Indirect Taxes thereto, shall be paid by the Purchaser to the Company in the manner more particularly described at **Annexure 6A** within 14 (fourteen) days of such demand being made by the Company, time being of the essence. The Possession of the Unit as provided under Clause 10 herein is subject to payment of all amounts under this Agreement including the amounts set out at **Annexure 6A**.

4B. TERMS OF PAYMENT

4B.1 The Purchaser agrees and understands that Company has agreed to sell the Unit to the Purchaser on the specific assurance of the Purchaser that the Purchaser:

a. shall make payment of the Consideration Value, along with all other amounts payable under this Agreement, including, but not limited to, shall include all expenses related to Other charges, Maintenance Related Amounts and all Indirect Taxes thereto as per the timelines set out herein, without any delay or demur for any reason whatsoever;

b. shall observe all covenants, obligations and restrictions stated in this Agreement; and

c. confirms that any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a breach of the terms of this Agreement by the Purchaser.

4B.2 It is clarified and the Purchaser accords his irrevocable consent to the Company to appropriate any payment made by him, notwithstanding any communication to the contrary, in the following manner:

a. **Firstly**, towards the Cheque Bouncing Charges in case of dishonour of any cheque issued by the Purchaser;

b. **Secondly**, towards Interest due as on the date of payment;

c. **Thirdly**, towards costs and expenses for enforcement of this Agreement and recovery of the Consideration Value along with all other amounts payable under this Agreement, including, but not limited to, Other Charges and Maintenance Related Charges, dues and Taxes payable or any other administrative or legal expense incurred by the Company on account of delay in payment by the Purchaser and consequential actions required to be taken by the Company; and

d. **Fourthly**, towards outstanding dues, including Consideration Value and any other amounts payable in respect of the Unit or under this Agreement, including, but not limited to, Other Charges, Maintenance Related Charges and all Indirect Taxes thereto.

Under any circumstances and except in the manner as aforesaid, no express intimation or communication by the Purchaser, with regard to appropriation/application of the payments made hereunder shall be valid or binding upon the Company.

4B.3 In case of the dishonor of any cheque, the Cheque Bouncing Charges will be payable by the Party which issued the cheque in question.

4B.4 The Parties agree that, in addition to the Interest, in case of every instance of delayed payment, 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 Rs. 20,000/- (Rupees Twenty Thousand Only) per instance of delayed payment in 2023 and shall be revised on 1st April of each year as per rate of Reserve Bank of India's consumer price index).

5. **CONSTRUCTION AND DEVELOPMENT**

5.1. The Company shall, subject to the terms hereof, construct the Building in accordance with the Approvals and, or, plans and amendments thereto as approved by the relevant Authorities.

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

5.3. Subject to the remaining provisions of this clause, the Parties agree that the Company may make amendments to the plans or layouts of the Building and the Project as required for the execution of the Project or as may be directed by the competent Authorities. This may include any change wherein the Company, if permitted by the relevant Authorities, transferring the construction permissible on the Larger Property to any other property or transferring to the Larger Property the construction permissible on any other property at any time prior to conveyance of

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the Larger Property to the Federation/ Ultimate Organization. The Purchaser gives his consent for such changes, provided such changes shall not result in change in location of the Unit (with respect to its direction on a given floor), lowering of the Unit (with respect to its height above ground) or reduction in the Net Area more than 3% (three per cent) of the Net Area. In case a change is proposed which adversely impact any of the aforesaid factors, separate written consent shall be obtained from the Purchaser.

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

6. **SECURITIZATION -**

6.1. The Purchaser hereby agrees and acknowledges that the Company shall, at all times, have the absolute, unconditional and unfettered right to sell, assign, transfer, securitize, dispose-off, utilise or deal with the Consideration Value and other amounts payable under this Agreement, including, but not limited to, Other Charges and Maintenance Related Charges, or any part/ portion thereof (whether or not the Company is in full receipt of the same as of a particular date), in the manner that the Company may, in its sole and absolute discretion, deem fit. The Purchaser hereby further agrees and acknowledges that the Company may, from time to time, raise finance through any instrument, modes, avenues, options or markets available to the Company, whether in India or worldwide, as permissible under Applicable Law, which may include but not be limited to, procuring such financing from; any private or public institution; issuance of a security, bond, or any instrument, of any nature whatsoever, debt or equity, including redeemable or convertible (fully or partially or optionally) or non-convertible, in the primary / secondary market (whether through private placement or by way of a public offer); from any financial institutions, banks, funds and, or, any other vehicle, instrumentality, entity, body corporate or person, onshore or offshore, as the case may be. Accordingly, the Purchaser hereby grants his irrevocable consent to the Company to sell, assign, transfer, securitize, dispose-off, utilise or deal with, in a manner suitable to the Company (without requiring specific consent from the Purchaser), the Consideration Value and other amounts payable under this Agreement, including, but not limited to, Other Charges and Maintenance Related Charges and/or part thereof and any amounts received/ receivable by the Company hereunder, including without limitation, the right to directly receive from the Purchaser such amounts pertaining to the Consideration Value and/or other amounts payable under this Agreement, including, but not limited to, Other Charges and Maintenance Related Charges and, or, part thereof and, or, any amounts payable by the Purchaser herein.

6.2. It is further agreed that any such securitization shall not lead to an increase in the Consideration Value or any other amounts payable under this Agreement, including Other Charges and Maintenance Related Charges paid by the Purchaser for the Unit and any payment made by the Purchaser to the Company and, or, any bank or financial institution / bond holders / investors/ funds / vehicle /

instrumentality / entity / corporate body etc. nominated by the Company, in writing, shall be treated as being towards the fulfilment of the obligations of the Purchaser under this Agreement to the extent of such payment.

7. **LOANS AGAINST THE UNIT**

7.1. The Parties agree that notwithstanding any loan or financial assistance availed or to be availed by the Purchaser in connection with the payments to be made pursuant to this Agreement ("**Loan**") and any mortgage created or to be created over the Unit in connection with such Loan (which shall require the prior written consent of the Company), the Purchaser shall remain solely and wholly responsible for the timely payment of the Consideration Value and all other amounts payable under this Agreement, including, but not limited to, Other Charges and Maintenance Related Charges or any parts thereof and/or any other amounts payable hereunder.

7.2. The Parties further agree that the Company shall not in any way be liable or responsible for the repayment of the Loan taken by the Purchaser. All costs in connection with the procurement of the Loan and creation of a mortgage over Unit and payment of charges to banks or financial institutions in this connection shall be solely and exclusively borne and incurred by the Purchaser. Notwithstanding the provisions hereof, it is clarified that until all the amounts payable hereunder have not been paid, the Company shall have a lien on the Unit to which the Purchaser has no objection and hereby waives his right to raise any objection in that regard.

7.3. The Purchaser hereby expressly agrees that so long as the Loan and the Consideration Value and any other amounts payable under this Agreement, including, but not limited to, Other Charges, Maintenance Related Charges and all Indirect Taxes thereto remain unpaid/outstanding, the Purchaser subject to the terms hereof, shall not sell, Transfer, let out and/or deal with the Unit in any manner whatsoever without obtaining prior written permission of the Company and/or the relevant banks/financial institutions which have advanced the Loan. The Company shall not be liable for any of the acts of omission or commission of the Purchaser which are contrary to the terms and conditions governing the Loan. It shall be the responsibility of the Purchaser to inform the Ultimate Organization about the lien/charge of such banks/financial institutions and the Company shall not be liable or responsible for the same in any manner whatsoever.

7.4. The Purchaser indemnifies and hereby agrees to keep harmless and indemnified the Company and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Company and its successors and assigns may suffer or incur by reason of any action that any bank/financial institution may initiate on account of the Loan or for the recovery of the Loan or any part thereof or on account of any breach by the Purchaser of the terms and conditions governing the Loan.

8. **CAR PARKING**

8.1. At the request of the Purchaser, the Company hereby permits the Purchaser to use the number of Car Parking Spaces as set out in **Annexure 6** (*Unit and Project Details*) hereto within the Project/Larger Property. The allocation of these spaces shall be at the sole discretion of the Company and the Purchaser hereby agrees to the same. The Purchaser is aware that the Company has in the like manner allocated/ shall be allocating other car parking spaces to other purchasers of the units in the Building and in the Project and undertakes not to raise any objection in that regard and the rights of the Purchaser to raise any such objection shall be

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deemed to have been waived. The Purchaser hereby further warrants and confirms that the Purchaser shall, upon formation of the Ultimate Organization and/or execution of conveyance, as contemplated herein, cause such Ultimate Organization to confirm and ratify and shall not permit the Ultimate Organization to alter or change the allocation of Car Parking Spaces in the manner allocated by the Company to the various purchasers (including the Purchaser herein) of the units in the Building and the Project.

8.2. The Purchaser is aware and agrees and acknowledges that the Car Parking Spaces to be allotted / allocated to the Purchaser may be in stack or tandem or any other format or manner as may be permissible under Applicable Law. The Purchaser hereby agrees, acknowledges and confirms that the Purchaser shall not raise any objection in respect of the format of Car Parking Spaces that may be allocated pursuant to this Agreement. The Purchaser hereby agrees not to raise any claim or grievance in respect of the Car Parking Spaces being allotted / allocated to the Purchaser.

9. **REGISTRATION**

9.1. It shall be the responsibility of the Purchaser to immediately, after the execution of this Agreement, at his own cost and expense, lodge the same for the registration with the relevant Sub-Registrar of Assurances. The Purchaser shall forthwith inform the Company the serial number under which the Agreement is lodged so as to enable the representative of the Company to attend the office of the Sub Registrar of Assurances and admit execution thereof. The Company may extend assistance/ co-operation for the registration of this Agreement, at the cost and expense of the Purchaser. However, the Company shall not be responsible or liable for any delay or default in such registration.

10. **POSSESSION**

10.1. Subject to the Purchaser not being in breach of any of the terms hereof and the Purchaser having paid all the dues and amounts hereunder including, but not limited to the Consideration Value, Other Charges, Maintenance Related Charges and all Indirect Taxes thereto, the Company shall endeavor to offer possession of the Unit to the Purchaser on or before the estimated DOP, as set out in Annexure – 6 (Unit and Project Details), which shall be subject to grace period set out at **Annexure 6** (*Unit and Project Details*) and any further extension as may be applicable pursuant to Clause 10.4 (cumulatively, "**Extended DOP**" shall mean estimated DOP as set out at **Annexure 6** (*Unit and Project Details*) + grace period as set out at **Annexure 6** (*Unit and Project Details*) + further extension as may be applicable pursuant to Clause 10.4).

10.2. The Purchaser shall make full payment of all amounts payable under this Agreement within 14 (fourteen) days of the Company intimating him, in writing, that the Unit is ready for possession ("**Possession Demand Letter**") and shall thereafter, take possession of the Unit. In the event the Purchaser fails and, or, neglects to take possession of the Unit within 2 (two) months from the date of the Possession Demand Letter, the Purchaser shall be liable to pay demurrage charges to the Company at the rate of Rs. 10/- (Rupees Ten) per square foot of Net Area per month or part thereof from the expiry of the aforementioned 2 (two) month period till such time the Purchaser takes the possession of the Unit. The amounts payable by the Purchaser pursuant to this Clause 10.2 shall be in addition to the CAM Charges. Notwithstanding the aforesaid, it shall be deemed that the Purchaser has taken possession of the Unit on the expiry of the 2 (two) months from the date of the Possession Demand Letter and the Purchaser alone

shall be responsible/ liable in respect any loss or damage that may be caused to the Unit after this date.

10.3. The Company shall obtain occupation certificate for the Unit ("**OC**") (which shall also be deemed to be the Completion Certificate, if required, under Applicable Law) at any time prior to the Extended DOP. The OC may be for part or whole of the Building. Further, the Company shall endeavor to make available the key Common Areas and Amenities in respect of the Building within a period of 1 (one) year from the Extended DOP.

10.4. Notwithstanding any other provision of this Agreement, the Company shall, without being liable to the Purchaser in any way including in respect of payment of Interest, be entitled to reasonable extension of time for making available the Unit for possession or completion of said Building if the same is delayed for reasons beyond the control of the Company, including on account of any of the following:

10.4.1. War, civil commotion or act of God;
10.4.2. Any notice, order, rule or notification of the Government and/or any other public or competent Authority/ court.

For the purposes of this Clause 10.4, a reasonable extension of time will, at the least, be equivalent to the aggregate of the period of the subsistence of an event or events stipulated in this Clause 10.4 and a 3 (three) month recommencement period.

11. TERMINATION

11.1. The Parties are entitled to specific performance of this Agreement. The Purchaser is aware that the Company, as per its practices and policies, does not accept request for cancellation / termination of this Agreement under any circumstance save and except the provisions contained in 11.3 hereinbelow. The Parties hereby agree this Agreement is not terminable under any circumstance, save and except the very specific circumstances stated below.

Company's Right to Terminate

11.2. The Company shall have right to terminate this Agreement only in the following circumstances:

11.2.1. Default / Non-Payment: Without prejudice to the right of Company to charge Interest, on the Purchaser committing a default in making payment of any amounts due and payable by the Purchaser as per this Agreement (including Annexure 6 (Unit and Project Details) and Annexure 6A (and Interest thereon, if any)) on the respective due date, the same shall constitute a default ("**First Default**").

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

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(including Annexure 6 (Unit and Project Details) and Annexure 6A (and Interest thereon, if any)) on the respective due date.

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

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

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

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

Purchaser's Right to Terminate:

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

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

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

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

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

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

11.4.2. **Cancellation Deed**

(a) Upon termination, the Purchaser shall execute a cancellation deed in the format specified by the Company ("**Cancellation Deed**") and such other documents as may be required for cancellation of the Units and be required to register the same as per the timelines specified by the Company and undertake all actions as may be required to give effect to this provision.

(b) To give effect to this provision of Clause 11.4.2(a) above, the Purchaser hereby irrevocably nominates, constitutes and appoints Mr. Surendran Nair, Mr. Rahul Wandekar and Mr.Pandhari Kesarkar, jointly and/ or severally, whose signatures are annexed hereto in **Annexure "10"**, (hereinafter referred to as, the "**Attorney**") to be his/her/its true and lawful Attorney to act for and on behalf of the Purchaser and in the name of the Purchaser, for doing all or any of the acts, deeds, matters and things pertaining to cancellation of the Unit and incidental matters thereto and to undertake any of the following actions on behalf of the Purchaser:

(i) To execute all such documents as may be required for cancellation of the Unit, including, but not limited to, execution of the Cancellation Deed;

(ii) To appear before and deal with the concerned Sub-Registrar of Assurances for the purpose of registration of the cancellation deed, affidavits, confirmation deeds and all other ancillary documents executed in respect of cancellation of the Unit upon the same being duly registered; and

(iii) To undertake all actions as may be required to give effect to this Clause.

(c) Without prejudice to the provisions of Clause 11.4.2(b) above, in the event the Purchaser fails to personally appear for the execution and/or registration of the Cancellation Deed upon 7 days' notice being given for the same by the Company, then the Purchaser shall be obliged to pay a 'non co-operation charge' of an amount equivalent to 5% percentage of the Consideration Value under this Agreement and the same shall be reduced from the Refund Amount.

11.4.3. Upon registration of the Cancellation Deed, the Refund Amount (if any) shall be paid starting after 30 (thirty) days from the date of registration of the Cancellation Deed in 12 (twelve) equal monthly instalments.

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

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12. **DEFECT LIABILITY**

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

13. **SET OFF / ADJUSTMENT**

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

14. **ULTIMATE ORGANIZATION AND FEDERATION**

14.1. The Purchaser along with other purchasers of units in the Building shall join in forming the Ultimate Organization in respect of the Building within a period of 3 (three) months of the 51% of the total number of purchasers having booked their units in the Building. The Ultimate Organization shall be known by such name as the Company may, in its sole discretion, decide for this purpose. The Purchaser and other unit holders in the Building shall, from time to time, duly fill in, sign and execute the application for registration and other papers and documents necessary for the formation and registration of Ultimate Organization and return the same to the Company within 7 (seven) days from receipt thereof so as to enable the Company to register the Ultimate Organization.

14.2. Where the Project consists of more than one building, separate ultimate organizations may be formed in respect of each building. The Company will apply for the registration of the Federation consisting of all such ultimate organizations within 3(three) months from the date of receipt of the full occupation certificate of the last building which is to be constructed on the Larger Property. The Purchaser and other members of the ultimate organization(s) shall, from time to time, duly fill in, sign and execute the application for registration and other papers and documents necessary for the formation and registration of Federation and return the same to the Company within 7 (seven) days from receipt thereof so as to enable the Company to register the Federation.

14.3. Within 1 (one) month from the date of full occupation certificate in respect of the Building, the Company shall share a Deed of Conveyance with the Ultimate Organization ("**Building Conveyance**") in respect of the structure of the Building along with the FSI consumed in the Building subject to the right of the Company (i)

to dispose of unsold units, if any and receive the entire consideration amount and outstanding dues from the purchasers; (ii) to consume the entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in Applicable Law or policies of any Authority on the Larger Property; (iii) to use all internal roads and all the facilities, amenities and services for such future and/or ongoing development or otherwise. The above execution of the Building Conveyance shall be subject to payment of any outstanding amounts of CAM charges and property taxes (along with interest thereon) owed by the members of the Ultimate Organization to the Company and completion of takeover of management of the affairs of the building by the Ultimate Organization.

14.4. Within 3 (three) months from the receipt of the full occupation certificate for the last of the building which is to be constructed on the Larger Property, the Company shall share a Deed of Conveyance with the Federation ("**Federation Conveyance**") in respect of all of the Company's right, title and interest in the Larger Property less the Demarcated Area subject to and excluding the Building Conveyance and also subject to the right of the Company (i) to dispose of unsold units, if any; and receive the entire consideration amount and outstanding dues from the purchasers; (ii) to consume the entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in Applicable Law or policies of any Authority on the Project / Larger Property; and (iii) to use all internal roads and all the facilities, amenities and services for the future and/or ongoing development or otherwise. The above execution of the Federation Conveyance shall be subject to payment of any outstanding amounts of CAM charges and Property Taxes (along with interest thereon) owed by the members of the Ultimate Organization forming part of the Federation to the Company and completion of takeover of management of the affairs of the Larger Property by the Federation.

14.5. The Purchaser hereby agrees and undertakes that the Purchaser, along with other unit holders in the Ultimate Organization/ Federation, shall be liable to pay all out of pocket expenses including stamp duty, registration charges, legal fees and all other applicable levies and Taxes, administrative expenses on the Building Conveyance and Federation Conveyance or any kind of document whereby ownership rights of the Building/ Larger Property are transferred to the Ultimate Organization/ Federation.

14.6. It is further clarified that save and except the rights agreed to be conferred upon the Purchaser and/or the Ultimate Organization and/or the Federation, no other rights are contemplated or intended or agreed to be conferred upon the Purchaser or the Ultimate Organization or the Federation, in respect of the Unit/ Building/ Larger Property and in this regard, the Purchaser for himself and the Ultimate Organization/Federation, waives all his rights and claims, and undertakes not to claim and cause the Ultimate Organization/Federation not to claim any such right in respect of the Building/ Larger Property.

14.7. The Purchaser acknowledges that the Demarcated Area shall be transferred by the Company to a charitable trust /its non-profit nominee which shall be managed by such charitable trust /its non-profit nominee at its sole discretion and the Ultimate Organization / Federation shall have no involvement in this regard.

14.8. The Company hereby agrees that it shall, before execution of Building Conveyance/ Federation Conveyance as contemplated herein, make full and true disclosure of the nature of its title to the Larger Property as well as encumbrances and/or claims, if any in/over the Larger Property. The Company shall, as far as

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practicable, ensure that at the time of such conveyance in favour of the Ultimate Organization/Federation, the Larger Property is free from encumbrances.

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

15.1. The Purchaser is aware and agrees that the Building and maintenance and upkeep of the Common Areas and Amenities of the Building/ Project shall be managed by a facility management company ("**FMC**"). For clarity, the FMC may be a related concern and/or internal arm of the Company. The FMC will be appointed by the Company for a period of upto 180 (one hundred eighty) months, commencing from the date on which the last unit in the Building is offered for possession in consideration of reimbursement of all direct costs (including all manpower and overhead costs) incurred along with a margin of 20% (twenty per cent) margin on such costs and all applicable Taxes. The Purchaser along with the other purchasers in the Building shall undertake and cause the Ultimate Organization to ratify the appointment of the FMC as aforesaid. On the expiry of the 180 (one hundred eighty) months period, the Ultimate Organization / Federation may appoint the FMC for a further term or choose to appoint any other facility management company.

15.2. The FMC shall be entitled to end its services by giving an advance written notice of 6 (six) months to the Ultimate Organization in the event:

a. the BCAM Charges and FCAM charges as applicable, have not been paid to the FMC by 100% (one hundred per cent) of the unit purchasers by the due date (with a grace period of 30 (thirty) days).

15.3. The Ultimate Organization shall be entitled to end the services of the FMC with advance written notice of 6 (six) months if such termination has the written consent of 100% (one hundred per cent) of the unit purchasers of the Building. Similarly, the Federation shall be entitled to end the services of the FMC with advance written notice of 6 (six) months if such termination has the written consent of 100% (one hundred per cent) of the unit purchasers of all the building(s) on the Larger Property.

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

CAM Charges and Maintenance Related Amounts

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

15.6. The Purchaser shall be obliged to pay the BCAM and FCAM charges in advance on or before the 1st day of each quarter to the Ultimate Organization and Federation respectively (and till such time that the Ultimate Organization and the Federation take over the management of the affairs of the Building and the larger development respectively, to the Company).

15.7. The Purchaser is aware that the CAM charges stated hereinabove are provisional and the said amount is subject to change as per updated estimates at time of initiation of possession. Further, these charges are subject to the revision every 12 (twelve) months after the Date of Offer of Possession by 7.5% (seven point five percent) to 10% (ten per cent) per annum. In case the increase is to be higher than this amount, the same will have to be mutually agreed between the Purchaser and the FMC.

15.8. For the avoidance of doubt, it is clarified that the CAM Charges shall commence from the CAM Commencement Date, regardless of whether the Purchaser takes possession on such date or not. The Purchaser undertakes to make payment of the estimated BCAM Charges and FCAM Charges for the period stated in **Annexure 6A** from the CAM Commencement Date.

15.9. The Purchaser is aware and hereby confirms that no CAM Charges shall be payable on any unsold unit(s) by the Company. For any unit, the CAM Charges shall commence on the date of offer of possession of the said unit after it is sold. However, in case of unit(s) that are unsold after receipt of OC in respect of such unit(s), the Property Tax in relation to such unit(s) shall be borne by the Company.

15.10. All Maintenance Related Amounts stated in **Annexure 6A** are compulsorily payable by the Purchaser in the future upon demand being raised by the Company/ Ultimate Organization/Federation, regardless of whether the Purchaser uses some of the facilities or not. Any delay or default in payment of the amounts under this Clause15.10 shall constitute a breach of the terms of this Agreement and shall lead to suspension of access to the Club and all other facilities provided by the Company/ Ultimate Organization/ Federation till such time all due amounts are paid together with Interest for the period of delay in payment. The Purchaser confirms that he/she/it shall pay interest on any delay in payment of Maintenance Related Amounts at the rate as may be specified by the Ultimate Organization or the Federation. Furthermore, any purchaser who has defaulted on payment of Maintenance Related Amounts for a period exceeding 60 (sixty) days shall be eligible to be considered for membership of the Ultimate Organization and/or Federation only after a period of 12 (twelve) months from such time that the defaulted amounts are fully paid, along with interest applicable thereon.

15.11. The Company shall provide expense details only in connection of Maintenance Related Amounts (excluding Building Protection Deposit) and shall not provide expense details for any other head. The details of expenses related to the BCAM charges shall be provided at the time of handover of operations of the Building by the Company to the Ultimate Organization and the FCAM charges shall be provided at the time of handover of operations of the common areas outside the Building by the Company to the Federation. Any surplus amounts towards BCAM and/or FCAM lying with the Company shall be paid on monthly basis to vendors providing relevant services with respect to the Building/Larger Property, after authorization from the Ultimate Organization (in case of BCAM) and Federation (in case of FCAM).

Club and Other Key Common Areas

15.12. The number of members of the Purchaser who are permitted to use the Club and/ or other common areas of recreational / food & beverage / commercial use is set out at **Annexure 6** (*Unit and Project Details*). For any additional memberships, the same shall be permitted only if they are full-time members of the Unit and on payment of fees as may be decided by the FMC from time to time. Similarly, the guests of the Purchaser may be permitted to use the Club subject to the rules and

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regulations of the FMC and payment of guest charges, if any as determined by the FMC. The terms and conditions with respect to the operation of the Club and membership of the Club will be subject to the terms and conditions/rules as may be framed and/or charges that may be levied by the FMC from time to time and the Purchaser confirms and agrees to be bound by and abide by the terms and conditions and undertakes not to raise any objections in this regard.

15.13. The right to use the facilities at the Club shall be personal to the Purchaser of the Unit in the Building and shall not be transferable in any manner to any third person or party whatsoever, save and except to the transferee of the Unit upon the sale / Transfer of the Unit by the Purchaser. In the event, the Unit in the Building is sold/ transferred by the Purchaser, then the Purchaser along with his family members being the associate members of the Club, shall cease to be members of the Club and in turn, the membership (and all rights and obligations thereto) shall be transferred to the transferee/ new owners of the Unit, upon them making application for the same and agreeing to abide by the terms, rules and regulations of the Club and/ or the FMC. It is, however, clarified that the Company/FMC shall be entitled to grant membership rights to such other person(s), as they may deem fit and the Purchaser shall not be entitled to object to the same.

15.14. The Purchaser is aware that the Company seeks to provide a superior quality of services and facilities for its residents and for such purpose, the Company has/shall enter into agreements with various third parties/ operators ("**Service Providers**") in relation to the operation of certain facilities/ amenities which are located in constructed spaces that have not been counted in FSI ("**FSI Free Constructed Spaces**") by the concerned Authorities on account of such spaces so as to facilitate the recreation/ comfort of the purchasers. The terms of such arrangements shall be binding on the Purchaser and the Ultimate Organization/ Federation, subject to the following restrictions:

a. Such FSI Free Constructed Spaces cannot be sold. The tenure for use of such FSI Free Constructed Spaces by the Service Providers shall not exceed 15 (fifteen) years.

b. Upon formation of the Federation, the Federation shall have ownership of such FSI Free Constructed Spaces, subject to the other terms and conditions of the arrangements with the Service Providers.

c. Any external members of such facility shall abide by the security, dress and behavioral guidelines that would apply to the residents of the Building.

15.15. The Purchaser is aware that the Company is not in the business of or providing services proposed to be provided by the Service Providers/ FMC or through the Service Providers/ FMC. The Company does not warrant or guarantee the use or performance of these services provided by the respective Service Providers/ FMC. The Parties hereto agree that the Company is not and shall not be responsible or liable in connection with any defect or the performance/ non-performance or otherwise in respect of these services provided by the respective Service Providers/ FMC.

16. **PROPERTY TAXES AND OTHER CHARGES**

16.1. Property Tax, as determined from time to time, shall be borne and paid by the Purchaser on and from the CAM Commencement Date, separately from any of the other considerations / levies/ charges/ CAM Charges, etc. The said amount shall be paid by the Purchaser on or before 30th April of each financial year, based on

the estimate provided by the FMC, which shall be provided on or before 15th April of the relevant financial year.

16.2. The Purchaser undertakes to make payment of the estimated Property Tax for the first 18 (eighteen) months simultaneously with the CAM Charges becoming payable as per the terms stated herein.

16.3. In the event of a shortfall between the amount deposited with the Company by the purchasers towards Property Tax and the demand raised by the Authorities ("**Shortfall Amount**"), the Company shall inform the purchasers of such shortfall and the purchasers shall be liable to ensure that the same is paid to the Company within 14 (fourteen) days of receipt of intimation from the Company, failing which the Purchaser shall be liable to pay interest as levied by the concerned Authorities together with late payment charge amounting to 5% (five per cent) of the Shortfall Amount or such part of the Shortfall Amount remaining unpaid. The Company shall not be responsible for any penalty/delay/action on account of such Shortfall Amount and the same shall entirely be to the account of the purchasers.

16.4. In case there is any surplus amount lying with the Company after payment of the first bill of the Property Tax, the same shall be handed over to the Ultimate Organization within 3 (three) months of the Ultimate Organization taking charge of the affairs of the Building or the 3 (three) months from the date of payment of the first bill of the Property Tax, whichever is later.

16.5. If the Property Tax demand in respect of the Unit, comes directly in the name of the Purchaser, the amount paid by the Purchaser to the Company towards Property Tax for the Unit shall be refunded to the Purchaser within 14 (fourteen) days of the Company being informed by the Purchaser that such demand has been raised.

16.6. The Purchaser is aware that the Other Charges stated herein are provisional and in case the amount is higher than this amount, the Purchaser shall pay such increased amount as specified by the Company.

17. **BUILDING PROTECTION DEPOSIT**

17.1. The Purchaser shall, on or before the Date of Offer of Possession, pay to the Company, the Building Protection Deposit set out in **Annexure 6A** hereto.

17.2. The Building Protection Deposit shall be returned to the Purchaser after completion of fit-out / interior work by the Purchaser and subject to the possession policy and permissible changes policy of the Company.

17.3. The Purchaser hereto agrees and acknowledges that, in order to claim the return of the said Building Protection Deposit, the Purchaser shall notify the Company about completion of all fit-out or interior works in the Unit. On receiving this notification, the Company representatives/ nominees shall inspect the Unit, its immediate vicinity and attached Common Areas and Amenities like lift lobbies, etc. for compliance with possession policy and policy on permissible changes. If all changes made by the Purchaser are in adherence to permissible changes policy then the Building Protection Deposit shall be returned.

17.4. In the event any violations are observed by the Company's representatives/ nominees then same shall be intimated to the Purchaser and the Purchaser shall get the same rectified within 14 (fourteen) days from the date of the said intimation at his cost and risk. In the event the Purchaser fails to do the same, then the Company shall get the same rectified at the cost and risk of the Purchaser. The

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Purchaser shall be solely responsible for all costs incurred in this regard, which shall be recovered from the Building Protection Deposit.

17.5. The Company /FMC shall be entitled to date the said cheque and deposit the same for recovery of the amount the Purchaser shall ensure that sufficient balance is maintained in the account and shall not close the said bank account or issue any instructions for stop payment, etc. The Purchaser hereto provides unconditional and irrevocable consent to the Company to insert date on the cheque, as per its sole discretion and the Purchaser has no objection to the same and waives all his rights to raise any objection in future. Further, in case any excess amounts are to be recovered from the Purchaser, the Company /FMC shall raise bills/invoices on the Purchaser and the Purchaser undertakes to pay the same within 14 (fourteen) days from the date of such invoice. In case the Purchaser refrains from paying the additional amount, the same shall be adjusted from the CAM Charges paid by the Purchaser and shall be reflected as arrears and shall be claimed from the Purchaser by the Ultimate Organization, at the time same is formed.

18. **INDIRECT TAXES AND LEVIES**

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

19. **INTEREST**

19.1. The Purchaser agrees to pay to the Company, Interest (as defined at Clause 1.34) on all the amounts, including the Consideration Value, Other Charges, Maintenance Related Amounts, or any parts thereof, payable by the Purchaser to the Company under the terms of this Agreement from the date the said amount becoming due and payable by the Purchaser to the Company i.e. 14 (fourteen) days, from the date the Company raises demand for the payment of such instalment, till the date of realization of such payment. The Purchaser confirms that the payment of Interest by the Purchaser shall be without prejudice to the other rights and remedies of the Company and shall not constitute a waiver of the same by the Company, unless specifically provided by the Company in writing.

20. **PURCHASER'S COVENANTS**

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

a. To maintain the Unit at the Purchaser's own cost in good tenantable repair and proper condition from the Date of Offer of Possession and shall not do or suffer to be done anything in or to the Building against the rules, regulations or bye-laws of the Ultimate Organization / Federation or concerned local or any other Authority or change / alter or make addition in or to the Unit or the Building or any part thereof and shall:

(i) Not carry out any additions or alterations in the Unit and, or, Building which affect the structure, façade and/or services of the units/wing (including but not limited to, not making any change or to alter the windows and/or grills provided by the Company);

(ii) Not make any changes to the common area/lobby and structural changes in the Building;

(iii) Not relocate brick walls onto any location which does not have a beam to support the brick wall;

(iv) Not change the location of the plumbing or electrical lines (except internal extensions);

(v) Not change the location of the wet/waterproofed areas;

(vi) Not make any alteration in the elevation and outside color scheme of the Building;

(vii) Not chisel or in any other manner damage or cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural elements in the Unit without the prior written permission of the Company and/or the Ultimate Organization;

(viii) Not to put any wire, pipe, grill, plant, outside the windows of the Unit to *inter alia* dry any clothes or put any articles outside the Unit or the windows of the Unit or any storage in any area which is visible from the external facade of the Building, save and except the utility area (if applicable); and

(ix) Keep the sewers, drain pipes in the Unit and appurtenant thereto in good tenantable repair and condition, and in particular so as to support shelter and protect the other parts of the Building.

b. The Purchaser agrees to comply with the possession policy and the permissible changes policy of the Company, as amended, from time to time.

c. The Purchaser hereby agrees and acknowledges that the Purchaser is aware that some or all of the EBVT area is excluded/not counted in FSI. The Purchaser has studied and understood the plans approved by the concerned Authorities and agrees to raise no claim in relation to the manner of approval of the EBVT areas.

d. In the event 'Piped Gas Connection' is indicated as an amenity to be provided within the Unit/building, the Purchaser acknowledges and agrees that such connection will be provided by a third party service provider. As third party service providers generally provide for piped gas connections and supply of gas in a building only when a significant portion of the building is occupied, the Company shall endeavour to provide the piped gas connection and supply of gas through such connection within a period of 24 (twenty four) months from the Extended DOP. The Purchaser shall ensure and cause the Ultimate Organization to ensure that the Building is painted once every 5 (five) years from the Date of Offer of Possession and kept in good and proper condition.

e. The Purchaser shall not store any goods which are of hazardous, combustible or of dangerous nature other than cooking gas in the Unit, which may damage the construction or structure of the Building or the storage of which is objected to by the concerned local or other Authority or the Ultimate Organization / Federation.

f. The Purchaser shall not carry or cause to be carried heavy packages on upper floors which may damage or is likely to damage the staircases, common passages or any other structure of the Building, including entrances of the Building. In case any damage is caused to the Building on

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account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of such breach.

g. The Purchaser agrees and undertakes to cause the Ultimate Organization to ratify and confirm that the name of the Building and/or Ultimate Organization shall not be changed without the prior written consent of the Company.

h. The Purchaser shall not allow the Unit to be used for user different from the nature of the user that it is intended for use by the Company i.e. residential units shall be used for residential use only, office units for office use only, retail units for retail use only etc. No residential unit shall be used for commercial use or use as guest house by whatsoever name.

i. The Purchaser shall use the Car Parking Space only for purpose of parking the Purchaser's own vehicles.

j. The Purchaser shall ensure that the key common areas of the Building viz. entrance lobby, garden & play areas, temple (if applicable) are maintained as per the highest standards with regular cleaning and maintenance. The Purchaser shall further ensure that refurnishing / major overhaul is done every 5 years, starting from Date of Offer of Possession.

k. The Purchaser is aware that certain parts of the Wing/ Building/ Project including Otta, Parking, Garden, Terrace etc. shall be allocated for exclusive use of certain unit(s). The Purchaser covenants not to raise any claim or dispute in respect of such otta/parking/garden/terrace allotted for the exclusive use of any other unit(s) as well as any space available for hoardings/equivalent and all of these are agreed to be retained and/or allotted by the Company as restricted amenities. The price of the Unit has been determined taking this into consideration and the Purchaser waives his right to raise any dispute in this regard.

l. To pay to the Company within 7 (seven) days of demand by the Company the Purchaser's share of security deposit demanded by concerned local Authority or government for giving water, electricity or any other service connection to the Building in which the Unit is situated.

m. To pay to the Company within 7 (seven) days of demand by the Company, the Purchaser's share of HVAC and diesel consumption charges in the Unit which will be calculated on a pro-rata basis.

To clear and pay increase in Taxes, development charges, water charges, insurance and such other fees, levies, if any, which are imposed by any Authority, on account of change of user of the Unit by the Purchaser viz. user for any purposes other than for residential or other use.

In the event, the electric meter of the Unit has not been installed by the Date of Offer of Possession, the Company shall be obliged to provide power supply to the Unit. The power supply will be in line with the supply generally provided by the electricity distribution company in that area with regard to the duration and voltage. The Purchaser shall pay a fixed monthly sum as set out at **Annexure 6A** as provisional electricity charges to the Company for providing this supply. The Purchaser undertakes to make payment in advance of the provisional electricity charges for the first 4 (four) months from the Date of Offer of Possession. In the event the electric meter of the Unit is not installed within the aforesaid period of 4 months the

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Purchaser agrees and acknowledges that the Company shall, deduct such additional provisional electricity charges from the CAM Charges collected from the Purchaser per the terms of this Agreement.

p. The Purchaser understands and agrees that the Purchaser shall not sell, lease, let, sub-let, transfer, assign or part with Purchaser's rights, title, interest or benefit under this Agreement or part with the possession of the Unit till such time all the amounts payable by the Purchaser are paid in full and the Purchaser is not in breach of any of the terms and conditions of this Agreement. Any sale/transfer/lease etc. of the Unit shall require written approval/ no-objection letter ("**NOC**") from the Ultimate Organization as well as the Federation (separately, and till such time that the Ultimate Organization and the Federation take over the management of the affairs of the Building and the larger development respectively, of the Company) to ensure that the inherent nature of the Ultimate Organization and/or Federation is not compromised by bringing in any member who does not subscribe to the guidelines and/or objectives of the Ultimate Organization and/or Federation. The Purchaser further agrees that in the event of any breach of any conditions, covenants or obligations under this Agreement, including but not limited to conditions pertaining to fit-out and maintenance of the Unit, the Purchaser shall rectify and cure such breach to the satisfaction of the Ultimate Organization/Federation/Company, prior to obtaining such NOC. The Purchaser is aware that at the time of issuance of such NOC, the Purchaser (or party acquiring the interest, as they may mutually agree) will be required to clear all outstanding dues on the Unit, including but not limited to, CAM charges, Property Tax, utility bills, along with interest and/or penalty thereon, and further, make deposits of CAM Charges and Property Tax for duration as maybe specified by the entity issuing such NOC. Any document for sale/transfer/lease etc. which is entered into without obtaining written approval of the Ultimate Organization and the Federation (and till such time that the Ultimate Organization and the Federation take over the management of the affairs of the building and the larger development respectively, of the Company) shall be invalid and liable to be cancelled.

q. The Purchaser is aware that certain parts of the Larger Property are earmarked for exclusive use by the residents of the specific building(s) / unit(s) and the Purchaser hereby agrees to not interfere in any manner, direct or indirect, with such exclusive right to use the earmarked areas and waives any right or claim in this regard.

r. The Purchaser acknowledges and confirms that this Agreemnt along with any other documents, letters etc. executed in relation to this Agreement may be shared by the Company with the co-promoter or a joint developer of the Project, if any.

s. The Purchaser agrees and acknowledges that the sample unit constructed by the Company and all furniture's, items, electronic goods, amenities etc. provided thereon are only for the purpose of show casing the unit and the Company is not liable/required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the sample unit, other than as expressly agreed by the Company under this Agreement.

The Purchaser confirms that this Agreement is the binding arrangement between the Parties and overrides any other written and, or, oral

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understanding, including but not limited to, the application form, allotment letter, brochure or electronic communication of any form.

u. Until the Building Conveyance/Federation Conveyance in favour of the Ultimate Organization/Federation is executed and the entire Project is declared by the Company as completed, the Purchaser shall permit the Company and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Unit / Building/ Project / Larger Property and, or, any part thereof to view and examine the state and condition thereof.

v. The Purchaser agrees and undertakes to not, in any manner, impede and to prevent, to the best of his ability, all other purchasers of units in the Building and, or, Project from impeding, the ability of the Company or its representatives to enter into the Building and, or, the Project and, or, the Larger Property (or any part thereof) for the purposes of showing any unsold units to prospective purchasers or brokers and, or, showing the Building / Project to investors or other third parties and, or, in general for any marketing, promotional, photographic or other legitimate purpose of the Company. In case the Purchaser, directly or indirectly, breaches this undertaking, he shall be liable to pay to the Company an amount equal to 0.5% (zero point five per cent) of the Consideration Value and other amounts payable under this Agreement, including, but not limited to, Other Charges, Maintenance Related Amounts and all Indirect Taxes thereto, for every day that any such breach continues within 14 (fourteen) days from the receipt of a written notice from the Company in this regard and the Company shall have a lien over the Unit for such amount till the payment in full.

The Purchaser agrees, confirms and acknowledges that all unsold unit(s) in the Building / Project shall unequivocally belong to the Company till such time that they are sold. The Company shall have (and the Purchaser shall cause the Ultimate Organization to agree and ratify that the Company has) the absolute, unconditional and irrevocable right to sell, transfer, lease, encumber and, or, create any right, title or interest in the unsold units, without any consent/no-objection, of any nature whatsoever in this regard, from the Ultimate Organization and, or, Federation (as the case may be) for the purpose and further, without payment of any charges / transfer fee to the Ultimate Organization and, or, Federation. Where consents and, or, permissions may be required from the Ultimate Organization and, or, Federation pursuant to any Applicable Law (illustratively, for electricity), the Purchaser shall cause the Ultimate Organization and, or, Federation to issue such consents and, or, permissions forthwith on request. The Company shall provide written intimation of such sale to the Ultimate Organization and, or, Federation within 30 (thirty) days of such sale being completed and the Ultimate Organization / Federation shall add such purchaser as its member, without any delay or demur and further, without any charge being levied for addition of such new member(s). Such purchaser of unsold unit/s shall, in any case, deemed to be a member of the Ultimate Organization.

x. The Purchaser agrees and acknowledges that it shall forthwith admit any purchasers of units in the Building / Project and shall forthwith issue share certificates and other necessary documents in favour of such purchasers, without raising any dispute or objection to the same, and without

charging/recovering from them any fees, donation or any other amount of whatsoever nature in respect thereof. Further, it is hereby agreed that the purchaser/lessees/occupants of these unsold unit/s shall enjoy and shall be entitled to enjoy all rights and privileges with respect to the use of the Common Areas and Amenities and facilities at par with any other member of the Ultimate Organization/Federation. In the event of a violation or breach of the covenants at Sub-Clause 20.1(w) and (x), the Purchaser will be liable to pay an amount equivalent to 1% (one per cent) of the Consideration Value and all other amounts payable under this Agreement, including, but not limited to, Other Charges, Maintenance Related Amounts and all Indirect Taxes thereto for each month of delay caused.

y. The Purchaser hereto agrees and acknowledges that at the time of handover of the Ultimate Organization, the Company shall earmark certain car parking spaces for use by such unsold units and the Purchaser hereby agrees and shall cause the Ultimate Organization to ensure that these car parking spaces are kept available for use by the purchasers/occupants of the unsold units.

z. The Purchaser is aware that in order to ensure safety of the workmen and the Purchaser, the Purchaser shall not be allowed to visit the site during the time that the Building is under construction. The Company shall provide photographic updates of the construction progress (quarterly or half-yearly basis). The Purchaser shall be given the opportunity of inspecting the Unit only after making payment of the Consideration Value and all other amounts payable under this Agreement, including, but not limited to, Other Charges, Maintenance Related Amounts and all Indirect Taxes thereto.

aa. Upon and after handover of the management of the Building to the Ultimate Organization, the Ultimate Organization (and its members) will be responsible for fulfilment of all obligations and responsibilities in relation to approvals / permissions as may be required by the concerned authorities from time to time.

bb. The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (**FEMA**), Reserve Bank of India Act, 1934 and rules/ regulations made thereunder or any statutory amendment(s) / modification(s) made thereof and all other Applicable Laws including but not limited to remittance of payment, acquisition/sale/transfer of immovable properties in India, etc. and provide the Company with such permission, approvals which would enable the Company to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other Applicable Law. The Purchaser understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, he shall be liable for action under the FEMA, as amended, from time to time. The Company accepts no responsibility/liability in this regard. The Purchaser shall keep the Company fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same, in writing, to the Company immediately and comply with necessary formalities, if any, under

the Applicable Law. The Company shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Company shall be issuing the payment receipts in favour of the Purchaser only.

cc. The Purchaser is aware that various purchasers have chosen to buy unit(s) in the development with the assurance that the conduct of all users of the development shall be appropriate and in line with high standards of social behavior. Similarly, the Company has agreed to sell this Unit to the Purchaser on the premise that the Purchaser shall conduct himself in a reasonable manner and shall not cause any damage to the reputation of or bring disrepute to or cause nuisance to any of the other purchasers in the project and/or the Company and/or the development. Any Purchaser who indulges in any action which does not meet such standards shall be construed to be in default of his obligations under this Agreement.

dd. The Purchaser undertakes to observe all other stipulations and rules which are provided herein in order to enable the Building/wing to be well maintained and enable all purchasers/members to enjoy the usage of these areas as originally designed.

ee. The Purchaser shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, letters, certificates, instruments and documents, as the Company may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the effective consummation of the transactions and obligations contemplated hereby.

21. **SPECIAL CONDITIONS**

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

22. **MISCELLANEOUS**

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

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

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

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

23. **DISPUTE RESOLUTION AND GOVERNING LAW**

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

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

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

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

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

24. **SEVERABILITY**

24.1. If at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under Applicable Law that shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement and all other provisions of the Agreement shall survive.

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

25. **WAIVER**

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

26. **ENTIRE AGREEMENT**

26.1. The Parties agree that the Agreement, schedules, annexures and exhibits and any amendments thereto, constitute the entire understanding between the Parties concerning the subject matter hereof. The terms and conditions of this Agreement overrides, supersedes, cancels any prior oral or written all agreements, negotiations, commitments, writings, discussions, representations and warranties made by the Company in any documents, brochures, advertisements, hoardings, etc. and/or through any other medium hereinbefore agreed upon between the

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Company and the Purchaser which may in any manner be inconsistent with what is stated herein. This Agreement shall not be amended or modified except in writing signed by both the Parties.

27. **CONFIDENTIALITY**

27.1. The Parties hereto agree that all the information, documents etc. exchanged to date and which may be exchanged including the contents of this Agreement and any documents executed in pursuance thereof ("**Confidential Information**") is confidential and proprietary and shall not be disclosed, reproduced, copied, disclosed to any third party without the prior written consent of the other Party. The confidentiality obligations under this Clause shall survive even after handing over of the Unit and is legally binding on the Parties and shall always be in full force and effect.

27.2. Either Party shall not make any public announcement regarding this Agreement without prior consent of the other Party.

27.3. Nothing contained hereinabove shall apply to any disclosure of Confidential Information if:

a. such disclosure is required by Applicable Law or requested by any statutory or regulatory or judicial/quasi-judicial Authority or recognized self-regulating Organization or other recognized investment exchange having jurisdiction over the Parties; or

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

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

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

SIGNED AND DELIVERED)

By the Company within named)

MACROTECH DEVELOPERS LIMITED)

through the hands of Constituted Attorney)

Mr. Surendran Nair)

authorised vide Power of Attorney)

dated _____)

In the presence of:)

1. _____)

2. _____)

SIGNED AND DELIVERED)

By the within named Purchaser)

Rishit Suresh Dholakia)

Lata Suresh Dholakia)

Hetal Rishit Dholakia)

In the presence of:)

1. _____)

2. _____)

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Annexure 1

(Plot A)

Firstly: All that piece and parcel of land bearing Cadastral Survey No. 6 of Sion Division located at Vishram Wadi, Barracks No. T57, T-58, T-59, Bhau Daji Road, Estate Scheme No. 6, Sion-Matunga Estate, Mumbai 400 022 admeasuring 26,329.97 square metres.

On or towards the North :	By Sion Hospital Quarters;
On or towards the South :	By slums known as New Sunder Kamla Nagar;
On or towards the East :	By various buildings and passage leading to Dr. Ambedkar Road;
On or towards the West :	By Sunder Kamlanagar Garden, Barrack Nos. T70, T71 and T72 and Sion Matunga Athletic Club;

(Plot B)

Secondly: All that piece and parcel of land bearing Cadastral Survey No. 6 (part) of Sion Division located at Vishram Wadi, Barracks No. T-70, T-71, T-72, Bhau Daji Road, Estate Scheme No. 6, Sion- Matunga Estate, Mumbai 400 022 admeasuring approximately 6383.85 sq. mtrs. or thereabouts

On or towards the North :	By Slum Rehabilitation Authority Building and MIDAS Tower;
On or towards the South :	By Sunder Kamlanagar Garden;
On or towards the East:	By Barrack Nos. T57, T58 and T59; and
On or towards the West:	By Bhau Daji Road;

(Plot D)

Thirdly: All that piece and parcel of land bearing Cadastral Survey No. 6 (Pt), 7(Pt), 41(Pt) admeasuring in the aggregate 13477.83 sq. mtrs. located at Vishram Wadi, Bhau Daji Road, Estate Scheme No. 6, Sion- Matunga Estate, Mumbai 400 022

On or towards the North :	By Slum Rehabilitation Authority Building and MIDAS Tower;
On or towards the South :	By Bhau Daji Road;
On or towards the East :	By Dr. Ambedkar Road; and
On or towards the West :	By North Indian Association;

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ANNEXURE 2

(Flow of Title)

(a) Plot A

(i) The Municipal Corporation of Greater Mumbai ("**MCGM**") is the owner of and is well and sufficiently entitled to land bearing Cadastral Survey No. 6C of Sion Division admeasuring 26,329.97 square meters or thereabouts (as per the Plot A LOI (as defined below)) and 26,541 square meters or thereabouts (as per Property Register Card), located at Vishram Wadi, Bhau Daji Road, Estate Scheme No. 6, Sion- Matunga Estate, Mumbai 400 022 consisting of, (i) 100 municipal tenants bearing Barrack Nos. T-57, T-58, T-59, (ii) 85 Slums Dwellers, (iii)149 Staff Quarters (Class III and Class IV) bearing Barrack Nos. T/61,T/62, T/63, T/64, and T/25, (iv) 25 Doctors' staff quarters bearing Barrack Nos. T/66, T/67, T/5, and T/4, (v) 5 Occupational Therapy Center bearing Barrack No. T/3A, (vi) 7 Workshops bearing Barrack No. T/2 (viii) 1 Surajbhai Atithi Gruha bearing Barrack No. T/3B, and (ix) 1 Temple and 1 Mosque, (**"Plot A"**);

(ii) The occupants residing on a portion of Plot A formed themselves into a Society by the name Rahat Plaza Co-operative Housing Society Limited ("**Plot A Society**") for the purpose of redevelopment of the said Plot A. On the date of this Agreement, 100 municipal tenants and 85 slum dwellers are members of Plot A Society;

(iii) The members of the Plot A Society in their General Body Meeting held on 21st June 2007 resolved to get a portion of the Plot A redeveloped and accordingly, the members of the Plot A Society submitted a redevelopment proposal on 16th August, 2007 to the MCGM under Regulation 33(7) of the Development Control Regulations for the City of Mumbai, 1991 ("**DCR**");

(iv) The members of the Plot A Society in their General Body Meeting held on 7th September, 2011 once again unanimously resolved *inter alia* to appoint SDPL as the developer to undertake the redevelopment of Plot A;

(v) SDPL has obtained consents from 93 Municipal Tenants out of 100 Municipal Tenants and 68 consents from slum dwellers out of total 85 Slum dwellers residing on a portion of Plot A, further the consents in respect of 25 Doctor's Quarters and 149 Class III and IV quarters and other municipal structures are not required as such occupants are mere allottees and not tenants of MCGM.

(vi) SDPL proposed to the Hon'ble Municipal Commissioner of MCGM to consider the redevelopment scheme under regulation 33(7) of D.C.R for the entire area of Plot A consisting of tenanted structures being Barrack No. T/57, T/58, T/59, 85 Slums, 149 Staff Quarters (Class III and Class IV) bearing nos. T/61, T/62, T/63, T/64, T/25, 25 Doctors' staff quarters bearing nos. T/66, T/67, T/5, T/4, 7 Workshops bearing no. T/2, 5 Occupational Therapy Center bearing no. T/3A, 1 Surajbhai Atithi Gruha bearing no. T/3B, and 1 Mandir and 1 Masjid and the MCGM ordered and approved the scheme under Regulation 33(7) of D.C.R. with the Order dated 17th November, 2013 bearing no. AMC/ES/2439/IV.

(vii) By and under a notarized Development Agreement dated 14th April, 2014 and a Power of Attorney dated 14th April, 2014, executed by and between the Plot A Society (therein referred as 'The Society') of the One Part and SDPL (therein referred to as 'The Developer') of the Other Part, the Plot A Society granted in favour of SDPL, the development rights in respect of Plot A along with the necessary powers for redevelopment, on the terms and conditions mentioned therein and the said Development Agreement is valid and subsisting.

(viii) By and under a Letter dated 12th August, 2014 bearing Reference No. AC/Estates/11529/A.O. (Soc)-II/A.E.(I) issued by the MCGM, the Annexure II was

issued under which, (i) 100 residential tenants residing in the barracks no. T-57, T-58 and T59,(ii) 1 Mandir and 1 Masjid, (iii) 85 Slum Dwellers (out of which 63 are residential and 22 are commercial), (iv) 149 Staff Quarters (Class III and Class IV) bearing nos. T/61, T/62, T/63, T/64, T/25, 25 Doctors' staff quarters bearing nos. T/66, T/67, T/5, T/4, 7 Workshops bearing no. T/2, 5 Occupational Therapy Center bearing no. T/3A, 1 Surajbhai Atithi Gruha bearing no. T/3B, aggregating to 374 were declared as eligible.

(ix) By and under a Letter dated 27th August, 2014, addressed by the MCGM to the President of the Improvement Committee, the Improvement Committee was directed to approve the scheme of redevelopment in respect of Plot A on the terms and conditions more particularly contained therein.

(x) By and under a Letter of Intent dated 21st August, 2015 bearing Reference No. SA/Property/19237/Prā.A.(SaGruSam)/SOSA-2 issued by the MCGM in the favour of the Plot A Society ("**Plot A LOI**"), the MCGM sanctioned the scheme of redevelopment in respect of the Plot A under Regulation 33(7) of the DCR, on the terms and conditions as contained therein;

(xi) By and under a Tripartite Agreement dated 29th June, 2019 and registered with the office of the Sub-Registrar of Assurances under Serial No. BBE – 3 / 5167 / 2019 ("**Tripartite Agreement**"), executed by and between the Dy. Municipal Commissioner (Improvement) for the MCGM, therein referred to as the Party of the First Part, the Plot A Society, therein referred to as the Party of the Second Part and SDPL, therein referred to as the Party of the Third Part, SDPL was appointed as the developer for the redevelopment of Plot A and the Development Rights to Plot A were granted to SDPL, on the terms and conditions as recorded therein and the Tripartite Agreement is valid and subsisting and binding;

(xii) As on date hereof, save and except for the Masjid and 2 (two) Madrassas, all structures on Plot A have been demolished and the occupants of Plot A have been provided with compensation for shifting to alternate accommodation;

(xiii) SDPL has entered into Individual Agreements with 173 slum dwellers/occupants/tenants of Plot A for their permanent alternate accommodation;

(xiv) SDPL has entered into Agreements with 172 slum dwellers/occupants/tenants of Plot A for payment of compensation in lieu of temporary alternate accommodation;

Plot B

(i) The MCGM is the owner of and is well and sufficiently entitled to land bearing Cadastral Survey No. 6 (Part) of Sion Division admeasuring 6,383.8 square meters located at Vishram Wadi, Bhau Daji Road, Estate Scheme No. 6, Sion- Matunga Estate, Mumbai 400 022 consisting of Barracks T70, T71 and T72 (**"Plot B"**);

(ii) The occupants of Plot B, which consists of 203 municipal tenants, formed themselves into a Society by the name Matunga Sindhi Colony Panchayat Co-operative Housing Society Limited (Proposed) ("**Plot B Society**") for the purpose of redevelopment of the said Plot B.

(iii) The members comprised of the Plot B Society have in their General Body Meeting held on 14th May 1995 resolved *inter alia* to appoint HDPL as the developer to undertake the redevelopment of Plot B;

(iv) HDPL has obtained the required individual consents from 146 members of the Plot B Society;

(v) By and under an Annexure II dated 7th October 2006, bearing reference no. AC/Estates/11375/AO(Soc) issued by the MCGM, the proposal of redevelopment of Plot B was approved wherein *inter alia* the 203 tenants residing in the barracks no. T-70, T-71 and T-72 occupying an area admeasuring 5626.80 square meters were declared eligible on the terms and conditions stated therein. Further, the area of the Plot B mentioned therein is 5626.80 square meters.

(vi) By and under Annexure II dated 12th March 2013 bearing Reference No. AC/ Estates/11375/AO (Soc) issued by the MCGM in respect of the Plot B, the Modified Annexure II was issued under which, out of 203 residential tenants 160 residential tenants were declared as eligible.

(vii) The members of the Plot B Society in their General Body Meeting held on 23rd June, 2019 resolved *inter alia* to give permission to SDPL to use the permissions and NOCs obtained from relevant authorities for the redevelopment of Plot B in the favour of HDPL.

(viii) By and under a notarized Development Agreement dated 8th August 2019, executed by and between the Plot B Society (therein referred as 'the Society') of the One Part and HDPL (therein referred to as 'the Developer') of the Other Part the Plot B Society granted in favour of the HDPL, the exclusive Development Rights in respect of Plot B along with the necessary powers for redevelopment, at or for the consideration and on the terms and conditions mentioned therein. The Development Agreement is valid and subsisting and binding;

(c) **Plot D**

(i) The MCGM is the owner of and is well and sufficiently entitled to land bearing Cadastral Survey No. 6 (part), 7 (part) and 41 (part) admeasuring in the aggregate 13,477.83 square meters located at Vishram Wadi, Bhau Daji Road, Estate Scheme No. 6, Sion- Matunga Estate, Mumbai 400 022 (**"Plot D"**);

(ii) Plot D is occupied by approximately 807 Slum Dwellers and the land is a censused Slum;

(iii) The slum dwellers came together and formed a society named New Sunder Kamla Nagar SRA Co-operative Housing Society (Proposed) (**"Plot D Society"**);

(iv) By and under an Annexure -II dated 5th September 2000 issued by the MCGM, 751 huts were declared eligible, out of which 731 are residential, 12 Commercial, 3 Mandirs, 3 Mosques and 1 Telegu Sudharak Sangh and 1 Citizen Council. The Annexure II further records that out of the 806 hutment dwellers 669 have granted their consent to the proposed slum rehabilitation scheme i.e. 83% slum dwellers have consented to the scheme;

(v) 675 slum dwellers have executed permanent alternate accommodation agreements with Neptune Builders and Developers being a sole proprietary concern of [illegible] Yogendra Doshi.

(vi) By and under a Deed of Assignment dated 10th March 201[illegible] (**"Assignment to New Neptune"**) Neptune Builders and Developers (therein referred to as 'the Assignor') of the First Part, Messrs. New Neptune (therein referred as 'the Assignee') of the Second Part and the Plot D Society (therein referred to as 'the Confirming Party') of the Third Part, the Plot D Society along with the Assignor therein, granted and assigned the development rights in respect of Plot D in favour of Messrs. New Neptune Builders and Developers;

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(vii) By and under a Common Consent Letter dated 17th July, 2019 executed by 642 slum dwellers of the Plot D Society, the aforesaid slum dwellers of the Plot D Society duly confirmed appointment of New Neptune as the developer of the Plot D;

(viii) By and under a Development Agreement dated 21st June 2019 made between the Plot D Society (therein referred to as 'the said Society') of the One Part and the M/s New Neptune Builders and Developers of the Other Part, the Plot D Society granted unto the Messrs. New Neptune Builders and Developers, the development rights in respect of Plot D in the manner contained therein;

(ix) A Deed of Reconstitution dated 12th April 2022 was made between Harit Hemendra Desai therein referred to as the Continuing Partner of the First Part, Jalpa Upendra Doshi of the Second Part, Payal Jinesh Shah of the Third Part, (Parties of the Second and Third Part are therein referred to as the Retiring Partners), SDPL therein referred to as the Incoming Partner of the Fourth Part and Suhan S. Shetty therein referred to as the Incoming Partner of the Fifth Part. By and under the Deed of Reconstitution Jalpa Upendra Doshi and Payal Jinesh Shah retired and SDPL, Suhan S. Shetty were inducted as Partners of the New Neptune and Harit Hemendra Doshi continued as a Partner of New Neptune Partnership.

(x) By and under the Deed of Retirement dated 13th April 2022 made between Harit Hemendra Desai therein referred to as the Retiring Partner of the First Part, SDPL of the Second Part and Suhan S. Shetty of the Third Part, (the Parties of the Second and Third Part are therein referred to as the Continuing Partners), Harit Hemendra Desai retired from New Neptune and SDPL and Suhan Shetty continued as Partners of New Neptune.

(xi) New Neptune Partnership is in the process of obtaining an LOI in respect of Plot D.

Subsequently, collectively for Plot A, Plot B and Plot D:

1. By and under an Order dated 2nd December 2021 passed by the National Company Law Appellate Tribunal, at its Principal Bench at New Delhi, in company appeal (AT)-(insolvency) no. 888 of 2021 filed by one Magnate Industries LLP against SDPL, SDPL was restrained from creating any third-party interests in respect of the Project Lands. By an Order dated 5th December 2022 passed by the honourable National Company Law Appellate Tribunal, at its Principal Bench at New Delhi, the order has been vacated and there are no orders of injunction restraining SDPL from creating any third-party interests directly or indirectly affecting the Project Lands or its part thereof, in any manner whatsoever.

2. By and under a Development Agreement dated 6th January, 2023 executed between the SDPL, HDPL and New Neptune Partnership and the Company and registered with the office of the Sub-Registrar of Assurances under Serial No. BBE/5/275/2023 ("**said Agreement**"), the Owners granted, transferred and assigned to the Company, full, free, absolute and irrevocable development rights to develop the said property, by constructing and developing thereon the Project, for the consideration and on the terms and conditions stated in therein.

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Annexure - 3

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-IV
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Pradip Gurnani
Advocate
High Court Bombay

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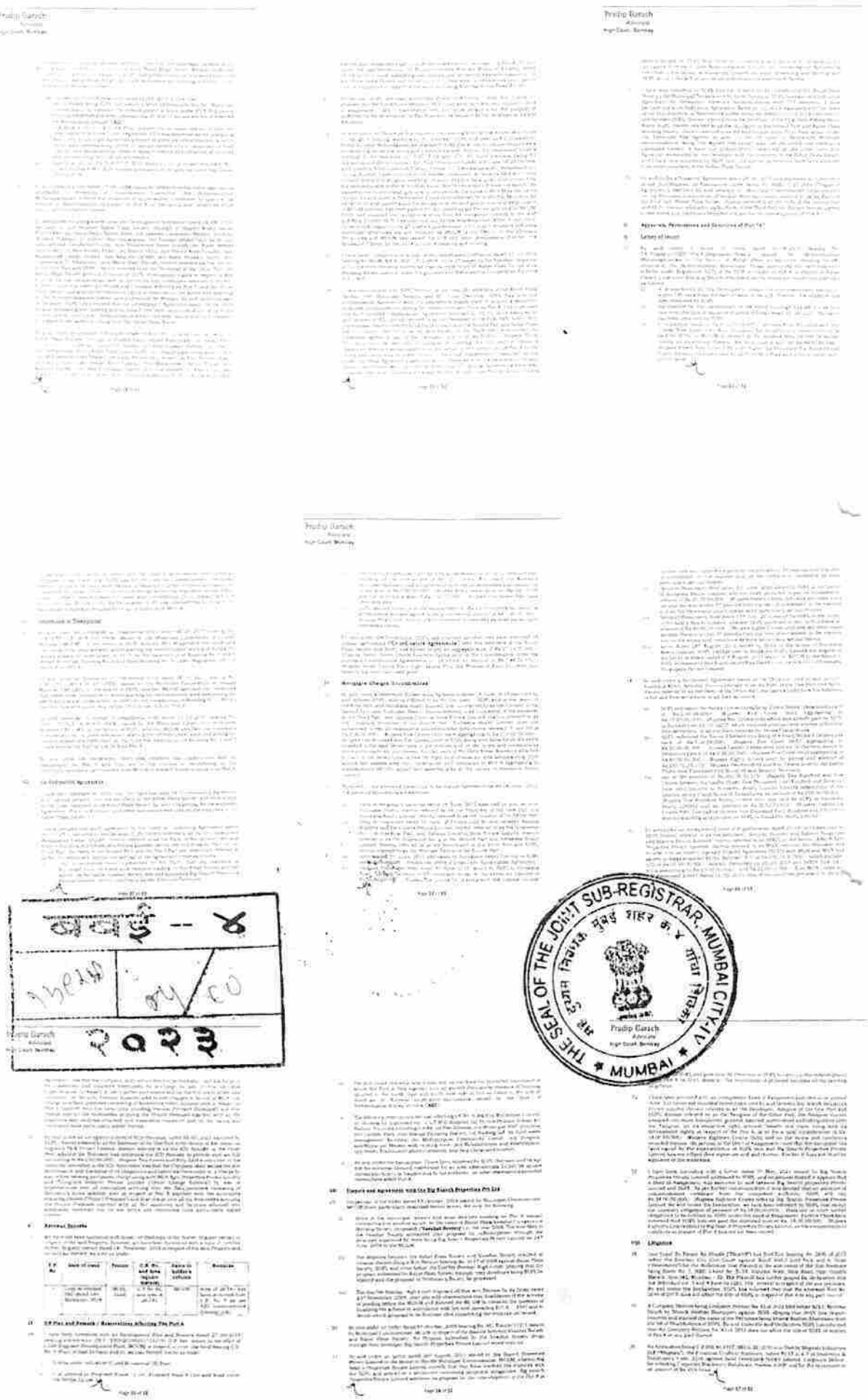
Pradip Ganesh
Advocate
High Court, Bombay
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Pradip Ganesh
Advocate
High Court Bombay

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Pradip Garach
Advocate
High Court Bombay

Pradip Garach
Advocate
High Court Bombay

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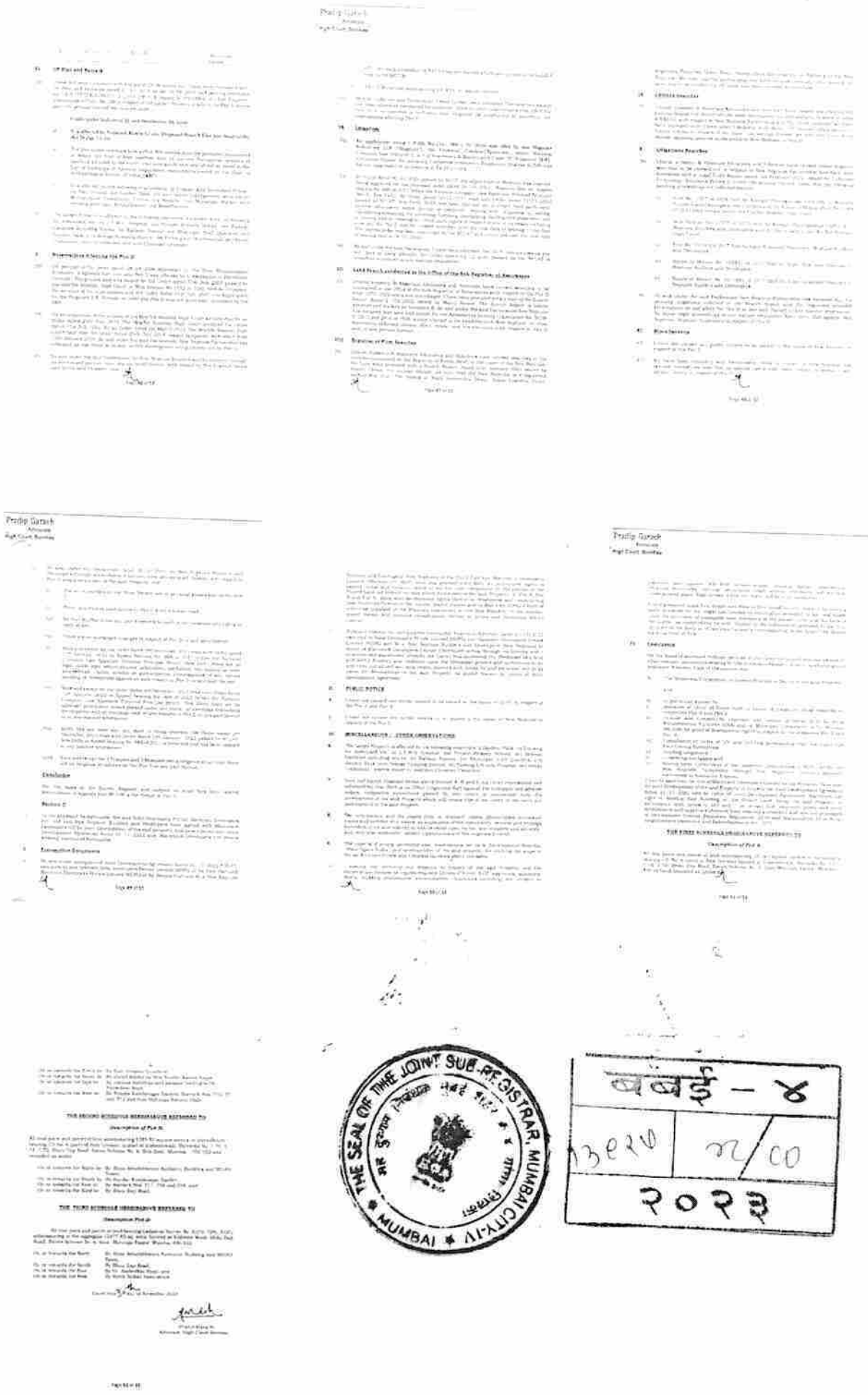

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Annexure 4

No.	Approval/Document	Date of Document	Document Ref No.	Issuing Authority
1.	Amended Approval	26th May 2023	CHE/CTY/1323/F/N/337/2/Amend/	Municipal Corporation of Mumbai
2.	Commencement Certificate	06th June 2023	CHE/CTY/1323/F/N/337(NEW)/CC/2/Amend	Municipal Corporation of Mumbai

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ANNEXURE - 5

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-IV
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UNIT NO. 02

TYPICAL FLOOR PLAN FOR:

1st - 6th, 8th-14th, 16th-21th, 23rd-28th, 30th to 35th,37th

MATUNGA	LODHA BELLISSIMO	TOWER-01	FLOOR: 32nd	FLAT NO: 3202

NOTE: "PLAN NOT TO THE SCALE. FOR ACCURATE MEASUREMENTS OF RERA CARPET AREA PLEASE FOLLOW POLYLINE METHOD. THE RERA AREA IS CALCULATED ASSUMING UNFINISHED SURFACES AND ANY FINISHES MAY REDUCE THE PHYSICAL AREA ACCORDINGLY. RERA AREA MAY VARY FROM +/- 3% ON ACCOUNT OF CONSTRUCTION OR DESIGN TOLERANCES"

PLAN NOT TO SCALE

DISCLAIMER: STRUCTURAL MEMBERS AND SERVICE SHAFT ARE SUBJECTED TO MODIFICATIONS/CHANGES

LODHA BUILDING BETTER LIFE

MACROTECH DEVELOPERS LIMITED
412, Floor- 4, 17G Vardhaman Chamber Cawasji
Patel Road, Horniman Circle, Fort Mumbai 400001

LEGEND: RERA AREA; CEVT.

NORTH

ARCHITECT
M.D.CHANGANI OF
B.N.SHAH &
ASSOCIATES

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Annexure 6

(Unit and Project Details)

(I) **CUSTOMER ID** :2231635

(II) **Correspondence Address of Purchaser:** C-27, 7Th Floor, Krishnalaya Society, N S Mankikar Road, Chunabhatti West, Mumbai - 400022 Maharashtra India

(III) **Email ID of Purchaser:** reliente@risindia.net

(IV) **Unit Details:**

(i) Development/Project : Bellissimo Matunga

(ii) Building Name : Tower 1

(iii) Wing : A

(iv) Unit No. : A-3202

(v) Area :

	Sq. Ft.	Sq. Mtrs.
Carpet Area	714	66.33
EBVT Area	106	9.85
Net Area (Carpet Area +EBVT Area)	820	76.18

(vi) Car Parking Space Allotted: 1

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(V) **Consideration Value (CV):** Rs. 310,67,324/- (Rupees Three Crore Ten Lakh Sixty-Seven Thousand Three Hundred Twenty-Four Only)

(VI) **Payment Schedule for the Consideration Value (CV):**

Sr. no.	On Initiation of below milestones	Amount (In Rs.)	Due Date
1	**Booking Amount I**	**12,60,000**	**30-05-2023**
2	**Booking Amount II**	**18,46,732**	**30-05-2023**
3	**Booking Amount III**	**46,60,099**	**27-06-2023**
4	**Foundation work/1-2-24 or Later**	**15,53,366**	**Due As Per Construction**
5	**Plinth/1-2-24 or Later**	**26,40,723**	**Due As Per Construction**
6	**RCC works for Level 01/1-2-24 or Later**	**26,40,723**	**Due As Per Construction**
7	**RCC works for Level 07/1-2-24 or Later**	**26,40,723**	**Due As Per Construction**
8	**Brickwork/1-2-24 or Later**	**12,42,693**	**Due As Per Construction**
9	**RCC works for Level 14/1-2-24 or Later**	**26,40,723**	**Due As Per Construction**
10	**Plumbing/1-2-24 or Later**	**12,42,693**	**Due As Per Construction**
11	**On initiation of RCC works for Level 21**	**26,40,723**	**Due As Per Construction**
12	**On initiation of RCC works for Level 28**	**26,40,723**	**Due As Per Construction**
13	**On initiation of RCC works for Level 34**	**24,85,386**	**Due As Per Construction**
14	**On date of offer of Possession**	**9,32,017**	**Due As Per Construction**

The aforesaid schedule is not chronological and payment for any of the aforesaid milestones may become due before or after the other milestones, depending on the date of initiation of the relevant milestone.

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All amounts stated hereinabove are exclusive of Indirect Taxes (including but not limited to service tax, MVAT, GST, stamp duty etc.) and all such Indirect Taxes/levies have to be borne and paid by the Purchaser separately immediately upon the same being demanded by the Company.

(VII) **Club Eligibility:**

The number of family members eligible for club membership are:

Configuration of Unit	No. of members
2 BHK	4
3 BHK	5
3 BHK with study	5
4 BHK with study	6

(VIII) **Date of Offer of Possession**: 31-10-2026, subject to additional grace period of 18 Months and any extension as may be applicable on account of the provisions of Clause 10.4.

(IX) **Project Details**:

1) Project Name: Bellissimo Matunga
2) RERA Registration Number: P51900049433
3) No. of Buildings: 1

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Annexure 6A

(Other Amount Payable before DOP)

(I) **Charges** towards Utility/Infrastructure/Other charges (collectively referred to as ("**Other Charges**") to be paid on/before the Date of Offer of Possession: Rs. 5,34,868/- (Rupees Five lakh Thirty-Four Thousand Eight Hundred Sixty-Eight Only).

(II) **Maintenance Related Amounts:** Provisional amounts (subject to actuals) covering period of months from Date of Offer of Possession. Payable on/before the Date of Offer of Possession:

1. **BCAM Charges**:
   Rs. 1,62,360/- (Rupees One Lakh Sixty-Two Thousand Three Hundred Sixty Only) covering period of 18 months from DOP.

2. **FCAM Charges (if applicable):** Rs. 3,44,400/- (Rupees Three Lakh Forty-Four Thousand Four Hundred Only) covering period of 60 months from DOP.

3. **Property Tax (Estimated)**: Rs. 51,660/- (Rupees Fifty-One Thousand Six Hundred Sixty Only) covering period of 18 months from DOP.

4. **Building Protection Deposit**: Undated Cheque of Rs.82,000/- (Rupees Eighty-Two Thousand Only) toward Building Protection deposit which shall be encased only if there is violation of guidelines in respect of excitation of fit out/interior work.

All amounts stated hereinabove are exclusive of Indirect Taxes (including but not limited to service tax, MVAT, GST, stamp duty etc.) and all such Indirect Taxes/levies have to be borne and paid by the Purchaser separately immediately upon the same being demanded by the Company.

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Project: LODHA BELLISSIMO, Matunga – Tower 2,3

Amenities & Facilities List

1. **Residential Units**
   a. Air conditioned Homes (kitchen, store, toilets and service areas excluded)
   b. Marble flooring in Living / Dining and passage
   c. Marbital^^ flooring in bedrooms.
   d. Vitrified flooring in Kitchen and service areas
   e. Video Door Phone at unit entrance door.
   f. Firefighting system & gas detector in Kitchens.
   g. Provision@@ for data and telephone services.

2. **For Each Building / Wing**
   a. Tower Entrance Lobby
   b. 3 Nos high speed Passenger Elevators for each tower/building/wing
   c. One Service Elevator at Mid-landing (common to both tower/building/wings)

3. **Shared Amenities for a group of Towers:**
   a. Personal members Club with Gymnasium and Party Hall (Common to development)
   b. Outdoor Children's Play area
   c. Multipurpose Lawn
   d. Swimming pool
   e. Kids Pool

@@ - provided by 3rd party providers and subject to payment of charges directly by resident to them.
^^ Vitrified tiles with marble effect

All finishes are subject to change at the discretion of the Interior Designers, in the interest of continual improvement of the project.

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-IV * MUMBAI *

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Annexure 8

(*Special Conditions*)

1. The Purchaser acknowledges that Lodha Bellissimo is a part of a larger project, wherein, as on date, there are 3 (three) clearly demarcated projects.
2. The Purchaser further acknowledges that the residents/ occupants of one project will not have access to the amenities, club house, areas of the other projects.
3. The Purchaser is aware that parking, if allotted, will be given in Multi-Level Car Park which shall be shared between the residents/ occupants of the Larger Project and there will be a clear demarcation of areas assigned to each of the projects.

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Annexure 9

(Purchaser Notice of Termination)

To,

[dated]

[Name and address of the Company]

Sub: Notice of Termination

Dear Sir,

We refer to the Agreement to Sell dated *[date of execution]* (**ATS**) executed in respect of Unit *[unit number]* (**Unit**) on the *[floor number]* floor of the building known as *[building name]* at *[address]*.

All capitalised terms used in this Letter but expressly defined shall bear the meaning assigned to the term in the ATS.

As estimated DOP as set out at **Annexure 6**(*Unit and Project Details*) of the ATS and the Extended DOP have passed and the Unit has not been offered for possession, I / we would like to exercise my/our right to terminate the ATS pursuant to Clause 11.3.1.b of the ATS.

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

1. This Notice of Termination shall be valid and binding on the Company only if it is received by the Company prior to the expiry of 30 (thirty) days from the Extended DOP;
2. On and from the receipt of the Notice of Termination by the Company, the ATS shall stand terminated and I / we shall have no further right, title or interest in the Unit except in relation to the Refund Amount;
3. The Refund Amount is to be determined and paid to me/us in accordance with the provisions of the ATS.; and
4. On the receipt of the Refund Amount in accordance with the ATS, I / we shall have no claim of any sort whatsoever against the Company in respect of the Unit or otherwise.

Please treat this as the Notice of Termination referred to at Clause 11.2.3 of the ATS and proceed with the termination of the ATS in accordance with Clause 11 of the ATS.

Yours sincerely,

[name of customer]

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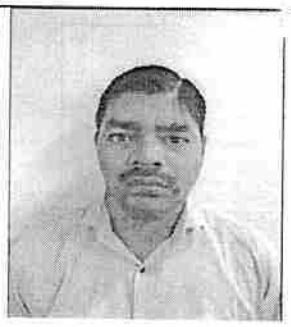
Annexure 10

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

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

H. R. Dholakia

Lata S. Dholakia

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MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No.CHE/CTY/1323/F N/337/NEW/CC 2/Amend

COMMENCEMENT CERTIFICATE

To,
Safal Developers Pvt. Ltd.
Sagar Avenue, 4th floor, 54-B, E. V. Road, Andheri
(W), Mumbai - 400058

Sir,

With reference to your application No. **CHE/CTY/1323/F N/337/NEW/CC 2/Amend** Dated. **05 Mar 2018** for Development Permission and grant of Commencement Certificate under Section 44 & 53 of the Maharashtra Regional and Town Planning Act, 1966 to carry out development and building permission under Section 346 no 337 (New) dated **05 Mar 2018** of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of Land bearing No. **09** C.T.S. No. **8(pt)** Village **Vilepe** - Town Planning Scheme No. **Sheet** Made C.of **B.A. Road and Bhavda Road Road** - Sheet of **F/North Ward**

To a Commencement Certificate / Building Permit is granted on the following conditions –

1. The land vacated in consequence of the enforcement of the setback line / road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. The Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided form or that such lease shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if –
   a. The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
   b. Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
   c. The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.
7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed him **E.E.B.P./City II** Executive Engineer to exercise the powers and functions of the Planning Authority under Section 45 of the act Act.

This CC is valid upto 2.2.2024

Issue On 03 Feb 2023 Valid Upto 02 Feb 2024

Application Number CHE/CTY/1323/F N/337/NEW/CC 2/Amend

Remark

Fresh C.C Approved and for Stone piling for building 03 as marked Red colour
in Revised B.B.C.C order attached as per last approved amended plan dated 30.01.2023

E.E.B.P./City II
Executive Engineer

Issue On 27 Apr 2023 Valid Upto 26 Apr 2024

Application Number CHE/CTY/1323/F N/337/NEW/CC 2/Amend

Remark

other CC for the portion building 01 as marked Red hatch mar
and "A-B-C-D" plan attached as per last approved amended plan dated 20.01.2023 is cancelled

E.E.B.P./City II
Executive Engineer

Issue On 26 Jun 2023 Valid Upto 25 Jun 2024

Application Number CHE/CTY/1323/F N/337/NEW/CC 2/Amend

Remark

other CC endorsed as per amended CCO dated 28.06.2023, valid upto 28.6.2024

CHE/CTY/1323/F N/337/NEW/CC 2/Amend

Page 1 of 3 On 26 Jun 2023

For and on behalf of Local Authority,
Municipal Corporation of Greater Mumbai

Executive Engineer Building Proposal
City / North Ward

Copy
1. Architect
2. Collector Mumbai Suburban Mumbai District

MUNICIPAL CORPORATION OF GREATER MUMBAI
Amended Plan Approval Letter

File No. CHE/CTY/1323/F N/337/NEW/CC 2/Amend dated 26.06.2023

To,
Mind Dwellers Changes
218, mustafa udyog bhavan, jogeshwari vikhroli link road, vikhroli east mumbai
400077

CC (Remark)
Safal Developers Private Limited
548, 402, Sagar Avenue Junction of B.A Road, Andheri (w), Mumbai.
400058

Subject: Proposed Redevelopment of Building No.E 44 (T.C.T.4 & T.C. (Sale) Under DCR 33(7) of Municipal property on plot bearing C.S.No. 8(Pt), Ram Division, F North Ward of Bhavdas Road extension, Ram Mumbai

Reference: Online submission of plans dated 17.02.2023

Dear Applicant Owner Developer,
There is no objection to your carrying out the work as per amended plans submitted by you online under reference for your consideration authority, has accorded permission subject to the following conditions.

1. That all the conditions of IOD, issued vide No. dated 19.07.2021 and subsequent approval letter dated 30.01.2023 shall be complied with.
2. That the revised structural design / calculations / details / drawings shall be submitted before obtaining C.C.
3. That the C.C. shall be got endorsed as per amended plan.
4. That the work shall be carried out strictly as per approved plans only.
5. That the work shall be carried out strictly as per approved plan. That the work shall be carried out between 7.00 A.M. to 10.00 P.M. only in accordance with Rule 54 (b) of Rules published in B.C. Rules 2002 and provision of notification issued by Ministry of Environment & Forest Dept.
6. That all conditions and directions specified in the order of Hon'ble Supreme Court dated 03.03.2014 in Goldring Circuit case shall be complied with.
7. That adequate safeguards be employed in consultation with BMC Dept. of HEOSH for preventing dispersal of cement through air and the construction debris generated shall be disposed in specific sites mentioned and approved by BMC.
8. That the debris shall be managed in accordance with the provision of construction and demolition waste Management Rules 2016.
9. That the RLT shall be submitted for tenders having allotted to the same prospective occupant and same mentioned in sale agreement.
10. That the RLT shall be submitted for inadequate size of Study room mentioned in sale agreement.
11. That CRZ NOC shall be submitted before Plan CC/OC.
12. That NOC to CC from Defence shall be submitted before further CC.
13. That the all the conditions mentioned in CCO dated 21.06.2023 shall be complied with.

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CHE/CTY/1323/F N/337/NEW/CC 2/Amend

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Municipal Corporation of Greater Mumbai

Intimation of Disapproval under Section 346 of the Mumbai Municipal Corporation Act, as amended up to date.

No. CHE/ST/ [illegible] Amend. Dated 18 January 2021

Municipal Office
Mumbai

To,

Sahil Developers Pvt. Ltd.

Sagar Avenue, 4th Floor, 348, S.V. Road, Andheri (W), Mumbai - 400058

With reference to your Notice 307 (New), letter No. [illegible] dated 8/12/2016 and the plans, Building Specifications and description and further particulars and details of your buildings at Proposed Redevelopment of cess building Nos. 2 & 3 (Even Dt. [illegible]) of Mahavir Chawl, property on plot bearing, ► R.No. R.R. [illegible] Road Extension, Kalachowki Road of Bhoiwada Road extension, Sion, Mumbai CTS/TPS/FP No. [illegible] Final notice under your letter dated 3/3/2020, I have to inform you that, I cannot approve of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Sub-Sec. 346 of the Mumbai Municipal Corporation Act as amended up to date, my disapproval for reasons mentioned ↓ -

A. CONDITIONS TO BE COMPLIED WITH BEFORE STARTING THE WORK.

1. That the commencement certificate under Section 46 of the M.R.T.P. Act will not be obtained before starting the proposed work.
2. That the owner / developer / architect shall prepare a Debris management plan prior to the power storage of the site, segregation plan of the debris expected for the site, with numbers and regulation numbers of vehicles to be deployed and the final destination where the debris would be deposited to more and submit the same to the Zonal Executive Engineer of D.B.M. Department and the same shall not be got approved before demolition of existing building or commencement of construction work.
3. That the compound wall shall not be constructed on any part of the plot over the road widening line / Reservation zone, and of the road widening line shall be given without demolishing the structure in which case, a deposit of road widening shall be made before starting the work as per D.C. regulation No. 54 (2).
4. That the site / plot shall not be fenced with corrugated iron sheet, tin sheet, G.I. or C.I. sheet, bamboo, matting and whatever with prior with human, cattle, buildings, etc. and shall not be erected, nailed, [illegible] or hanged therein in any way before starting the work.

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No. CHE/ST/ [illegible] Amend. Dated 18 January 2021

5. That the specifications for layout, D.C. or access roads, development of service lane will not be approved from B.E. Road Construction (City) before starting construction work and the access and service lane as a public thoroughfare including providing street lights and S.W.D., the completion certificate will not be obtained from B.E.R.C. / B.E. / S.W.D. / C.Ex. before submitting building completion certificate.
6. That the structural engineer shall not be appointed, supervision memo as per Appendix-A of Regulation 5.1.(a) will not be submitted by him.
7. That the structural design and calculations for the proposed work according to seismic analysis as per relevant I.S. Code and for existing building showing adequacy thereof to take up additional load along with bearing capacity of the soil strata will not be submitted before C.C.
8. That the regular commencement proposed form and information will not be got demonstrated at site through A.E. (Survey) B.E. / MCD B.E. (S.P.V.) D.I.L.R. before applying for C.C.
9. That the sanitary arrangements shall not be carried out as per Municipal Specifications, and drainage plan will not be submitted before C.C.
10. That the Registered Undertaking and notarised copy of plan shall not be submitted for agreeing to hand over the surplus land free of compensation and that the Setback handing over certificate will not be obtained from Ward office before demolishing C.C. and that the ownership of the setback land will not be transferred in the name of M.C.G.M. before C.C.
11. That the indemnity bond, indemnifying the Corporation for damages, risks, accidents, to the adjacent and unintended regarding nuisance will not be submitted before C.C. / starting the work.
12. That the existing structure proposed to be demolished will not be demolished or necessary Photographs with department will not be submitted and got approved before C.C.
13. That the basement will not comply with the Basement Rules and Regulation and Registered Undertaking for not misusing the basement will not be submitted before C.C.
14. That the conditions mentioned in the release letter of B.E.R.C. under No. CHE/[illegible]/City dated 06/11/2015 will not be complied with.
15. That the qualified Registered Site supervisor through Architect/Structural Engineer will not be appointed before applying for C.C.
16. That NOC from Ch.Eng (B.P.) / H.O. will not be submitted before issue of C.C.
17. That the true copy of the sanctioned layout / sub-division / amalgamation approved letter for CHE/ST/ [illegible] dated 02/12/2015 along with the T.&C. thereof will not be submitted before C.C.
18. That the premium deposits as follows will not be paid: a) Corporation or deficient open spaces; b) Parking / Lift area benefit; c) Deficit for basement; d) Development charges as per M.R.&T.P. (Amendment) Act, 1992; e) Insecticide charges; f) Payment of advance for providing treatment of construction site to prevent malaria like dengue, malaria etc. to insecticide charges; g) Water; h) Labour welfare Cess; i) Additional Elevation and Cess; j) Premium for inadequate size of R.G.
19. That the extra ground rent / penalty, premium for breaches in issue, if any will not be paid to Asst. Commissioner (Estates) office and N.O.C. from Asst. Commissioner (Estates) there of will not be submitted to this office before C.C.

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No. CHE/ST/ [illegible] Amend. Dated 18 January 2021

20. That the registered undertaking in prescribed proforma agreeing to demolish the excess area if constructed beyond permissible F.S.I. shall not be submitted before asking for C.C.
21. That the work will not be carried out strictly as per approved plan and in conformity with the B.C. Regulations in force.
22. That the N.O.C. from Fire authority shall not be submitted before asking for plinth C.C.
23. That the Registered Undertaking shall not be submitted for agreeing to pay the enhanced premium paid and calculated as per revised land rates.
24. That the Tenant Insurance policy or policy to cover the compensation claims arising out of Workmen's Compensation Act 1923 will not be taken out and a copy of the same will not be submitted before asking C.C. and renewed during the construction of work and owner / developer should submit valid Tenant Insurance Policy from time to time.
25. That the N.O.C. from Asstt. Commissioner (Estates) shall not be submitted.
26. That the N.O.C. from B.E.S.T. for substation shall not be submitted.
27. That the Bath Tax Clearance Certificate from A.R. & C. P.N. Ward shall not be submitted.
28. That the Asgd. not against misuse of packed tenture / part tenture / ODD shall not be submitted.
29. That the subject in front of podiums not be repaired / restored once in a year or before occupation whichever is earlier.
30. That the Indemnity Bond indemnifying M.C.G.M. against disputes, litigations, claims arising out of ownership of plot shall not be submitted.
31. That the remarks from H.E. Department shall not be submitted.
32. That the debris shall not be dumped on the Municipal ground only.
33. That the board displaying the details of development of the work shall not be displayed at site.
34. That the necessary remarks for training of subs / construction of SWD will not be obtained from Ex. Ch.Eng (S.W.D.) City and Central Cell before asking for plinth C.C.
35. That the N.O.C. from Ex. Ch.Eng (B.P.) / HO for proposed sewer line shall not be submitted before C.C.
36. That the plot boundary shall not be got demarcated from C.S.L.R. and compensation certificate shall not be submitted to this office asking for plinth C.C.
37. That the copy of PAN card of the applicant shall not be submitted before C.C.
38. That the precautionary measures to avoid dust nuisance such as erection of G.I. sheet screens at site, sufficient water sprinkling, etc. shall not be provided before demolition of existing structures at site.
39. That the Ward P.R. Card in the name of owner shall not be submitted before C.C.
40. That the N.O.C. from Collector of Mumbai shall not be submitted before C.C.
41. That the construction activity for work of necessary piling shall not be carried out by employing modern techniques such as rotary drilling, micropiling etc. instead of conventional jack and hammer to avoid nuisance damage to adjoining buildings.
42. That the agreement with M.C.G.M. agreeing to comply the conditions of D.P. permission letter (Ulhas

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No. CHE/CFP/1225/*/EIA/MH/2021 Amend Dated 18 January 2023

CRZ/(XE) ITEM dated 24.3.2022 shall not be submitted before C.C.

43 That the N.O.C. from S.E.T.A.C. shall not be obtained for the parking before C.C.

44 That Height of the minimum Nuisance during construction activity shall not be submitted before C.C.

45 That the work shall not be carried out between 6.00 A.M. to 10.00 P.M. daily, in accordance with rule 5(4)(1) of the Noise Pollution (Reg. & control) rules 2000 the provision of notification issued by the Ministry of environment & forest (Impt. from time to time) shall strictly adhered.

46 That the D.C. Board Numbers of post connection cable alongside the plot & will not be in the road shall not be provided before demolition of existing building.

47 That the plants/trees if required to avoid nuisance due to dust, such as including D.G. Sheets of sufficient heights shall not be fixed.

48 That remarks from E.E. (M&E) for ventilation shall not be submitted.

49 That the C.C. shall not be issued under payment of advance for providing treatment or construction site to prevent nuisance like Dengue, Malaria, etc. & made to the Inspectorate Officer of the concerned Ward Office and provision shall be made as and when required by Inspectorate Officer the Inspection of water tanks to prevending safe and stable borders, etc. and requirements as remarks indicated by the Inspectorate Officer shall be complied with.

50 That minimum 9 x 6 C.C. Planed structure shall not be less than 230 mm wide. The size of the columns shall also not be provided as per the applicable I.S. codes.

51 All the Cantilever Projections shall not be provided for five times the load as per IS Code 2462-2002 including the columns projecting beyond the terrace and carrying the overhead water storage tank etc.

52 In R.C.C. Planed structures, the external walls shall not be less than 230 mm thick masonry or 150 mm substituted cellular concrete block excluding plaster thickness as circulated under No. CE/PD/31947/ of 2.2.2006.

53 That the Balconies for physically handicapped persons shall not be provided as per the accompanement in Govt. of U.D. Department notification No.TPB-432001/1329/CR-216/2001/UD-11 dated 2nd December 2003.

54 That the remarks regarding formation levels from Road Department shall not be submitted.

55 That Regd. U/T for handing over setback area for the balance portion of the plot not covered under the proposal as & when required by M.C.G.M. shall not be submitted.

56 That the specification & design of Rain Water Harvesting scheme as per the State Govt. Directives vide TPB-432001/296/CR-124/2007/UD-11 dated 9th June 2007 shall not be submitted.

57 That the requisition of clause No. 45 and 46 of C.C. Regn. 33 shall not be complied with and records of quality of work, verification of report shall not be kept on site till completion of work.

58 That the necessity of providing the basement from Geologist on the plot under otherwise shall not be submitted.

59 That the Regd. undertaking shall not be submitted by the Owner / Developer / Builder to sell the tenements / flats on carpet area basis and to sign as per the provisions of Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, management and transfer) Act (MOFA) amended up to date and the Indemnity Bond indemnify the M.C.G.M. and its Officers from any legal

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No. CHE/CFP/1225/*/EIA/MH/2021 Amend Dated 18 January 2023

complications arising due to MOFA will not be submitted.

60 That the registered Private Pest Control Agency for annoiding and fumigation at the construction site shall be appointed.

61 That all the conditions of E.E. / T.&C. / N.O.C. shall not be complied before grant C.C.

62 That all the conditions of E.T.U. / N.O.C. shall not be complied before grant C.C.

63 That the provision of Safety Officer to take care of all safety during construction of construction site and should have a hut.

64 That the Third party insurance shall not be submitted.

65 That the Fire Water Charges & Fire Drainage Charges shall not be paid.

66 That the legalised U/T shall be submitted that the owner shall not have any objection, if the neighbouring and owner concern development will enforce in future service.

67 That the legalised U/T shall be submitted that the condition shall be incorporated in the sale agreement with prospective buyers that the building under reference is connected with open drainage.

68 That the structural stability as per form 'ceiling' level & registered undertaking in this regard indemnifying M.C.G.M. & its officer against the litigation arising out of mishap to any persons due to structural failure shall not be submitted.

69 That the registered undertaking stating that clause shall be incorporated in sale agreement / Submitted Agreement to sell / rent / lease to the prospective buyer / renting tenant about the outlaws maintaining space / deficient width of road way shall not be submitted.

70 That the N.O.C. under section 53(1) of Maharashtra Housing & Area Development Act, 1976 regarding / compliance etc. & letter to the effect issued by MHADA shall not be submitted.

71 That the NOC from Ward Officer / A.E. (Hort.) for the compensation and & set back handing over shall not be submitted.

72 That the NOC from civil aviation shall not be submitted before issue of C.C.

73 That the condition mention vide U.D. dt. 22.10.2019 shall not be complied with/submitted before C.C.

74 That the legal terms and condition vide letter no. CHE/CFP/1225/EIA/MH/2021 dt. 07.12.2022 shall not be complied with.

75 That certification and / or consent to operate (CCO) / NOC obtained from MPCB.

76 That the remarks for STP shall not be submitted.

77 That the specification for connection of sewer line and set back sewer O.F. shall not be submitted.

78 That the NOC shall not be submitted to Fire and Emergency Services Department.

B. FOR LABOUR CAMP / TEMPORARY SHED

1 Not Applicable

C. CONDITIONS TO BE COMPLIED BEFORE FURTHER C.C.

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THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-IV
MUMBAI

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२०२३

No. CHE/CFP/1225/*/EIA/MH/2021 Amend Dated 18 January 2023

1 That N.O.C. from Civil Aviation Department will not be obtained for the proposed height of the building.

2 That the plinth dimensions shall not be get checked from this office before asking for further C.C. beyond plinth.

3 That the Structural Stability Certificate through Regd. Structural Engineer regarding stability of constructed pillars shall not be submitted before asking for C.C. Beyond plinth.

4 That the vibration treatment plan shall not be submitted & get approved.

5 That the design of road shall and construction of roads upto sub base level shall not be submitted.

6 That the certificate of road including drains water mains and footpath shall not be constructed.

7 That the compliance of necessary remarks for tapping of water / construction of OHSR will not be submitted before granting full C.C. for the said building.

8 That the additional development cess shall not be paid before further C.C.

9 That every year before start of the monsoon / revalidation of C.C., structural stability certificate of the work executed on site shall not be submitted by the appointed Regd. Licensed Structural Engineer / Consultant, appointed by owner / occupier / society.

10 That all the structural members below the ground shall be designed considering the effect of chlorinated water, outside water, sewage water, etc. and any other possible chemical effect and care care while constructing the same will be taken and completion certificate to that effect shall not be submitted before granting further C.C. beyond plinth.

11 That NOC from high rise committee / HC shall not be obtained before commencement work beyond plinth.

D. GENERAL CONDITIONS TO BE COMPLIED BEFORE O.C.

1 That the separate vertical drain pipe, soil pipe with a separate gully trap, water main, O.H. Tank, etc. for Maternity Home/Nursing Home, other will not be provided and the drainage system of the residential part of the building will not be affected.

2 That some of the drains will not be lying internally with C.I. Pipes.

3 That the dry & wet garbage shall not be separated & the wet garbage generated in the bldg. shall not be treated separately on the same plot by the residents / occupants of the bldg. in the jurisdiction of M.C.G.M. The necessary conditions in sale agreement to the effect shall not be incorporate by the Developer/ Owner.

4 That the surface drainage arrangement will not be made in consultation with E.E.(SWD) or as per his remarks and a completion certificate will not be obtained and submitted before applying for occupation certificate to C.C.

5 That the existing well will not be covered with R.C.C. slab.

6 That 10'-0" wide paved pathway with staircase will not be provided.

7 That the surrounding open spaces, parking spaces and terrace will not be kept open and un-built upon and will not be levelled and developed before requesting to grant permission to occupy the building or submitting the O.C.C. whichever is earlier.

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No. CHE/CFP/1225/*/EIA/MH/2021 Amend Dated 18 January 2023

8 That the name plate Board showing the No. name of the building etc. will not be displayed at a prominent place.

9 That garbage enterprise shall not be provided.

10 That the parking spaces shall not be provided as per D.C. Regulation No. 38.

11 That B.C.C. will not be obtained and D.D. and debris deposit etc. will not be claimed for refund within a period of 5 years from the date of its deposit.

12 That the N.O.C. from Inspector of Lifts, P.W.D., Maharashtra, will not be obtained and submitted to the office.

13 That the Drainage completion certificate from E.E. (P&D) City for provision of Septic Tank/ Soak pit will not be submitted.

14 That the Drainage completion Certificate from A.E. (B.P.) City for House drain will not be submitted & get accepted.

15 That every part of the building construction and more particularly overhead tank will not be provided as with the proper access for the staff of Inspectorate Officer with a provision of temporary but safe and stable border etc.

16 That Regd N.O.C. from Addl. Commissioner (Estate's) C.F.O./ Fire Authority shall not be submitted before asking for occupation permission.

17 That the compliance of N.O.C. from M.S.E.B. will not be made and certificate to that effect will not be submitted.

18 That the Fresh property card in the name of the owner shall not be submitted.

19 That the vermiculture bins for the disposal of wet waste as per design and specifications of organization or companies specialized in this field as per list furnished by Solid waste Management of M.C.G.M. shall not be provided.

20 That the installation of Rain Water Harvesting scheme as per the State Govt. Directives vide TPB-432001/296/CR-124/2007/UD-11 dated 9th June 2007 shall not be obtained before applying for occupation permission.

21 That the recycling plant for waste water shall not be provided.

22 That the completion of footpath, providing central dividers, lane marking and providing street furniture shall not be completed.

23 That the additional development cess shall not be paid before O.C.

24 That the following documents shall not be compiled, preserved and handed over to the sale user / prospective society within a period of 30 days in case of redevelopment of properties and in other cases, the same should be handed over within a period of 90 days after grantng occupation certificate by M.C.G.M.

25 Ownership documents: 1) Copies of I.O.D., C.C., subsequent amendments, O.C.C., B.C.C. and corresponding canvass mounted plans. 2) Copies of soil investigation reports. 3) R.C.C. details and canvass mounted structural drawings. 4) Structural Stability Certificate from Licensed Structural Engineer. 5) Structural Audit Reports. 6) All details of repairs carried out in the buildings. 7) Supervision certificate issued by the Licensed Site Supervisor. 8) Building Completion Certificate issued

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No. CHE/CT-1223/S.U.T.N.E.W.D.O.1 Amend Dated 19 January 2023

[illegible]

Executive Engineer, Building Proposals, Zone Ward

SPECIAL INSTRUCTIONS

1. THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.

[illegible]

No. CHE/CT-1223/S.U.T.N.E.W.D.O.1 Amend Dated 19 January 2023

[illegible]

No. CHE/CT-1223/S.U.T.N.E.W.D.O.1 Amend Dated 19 January 2023

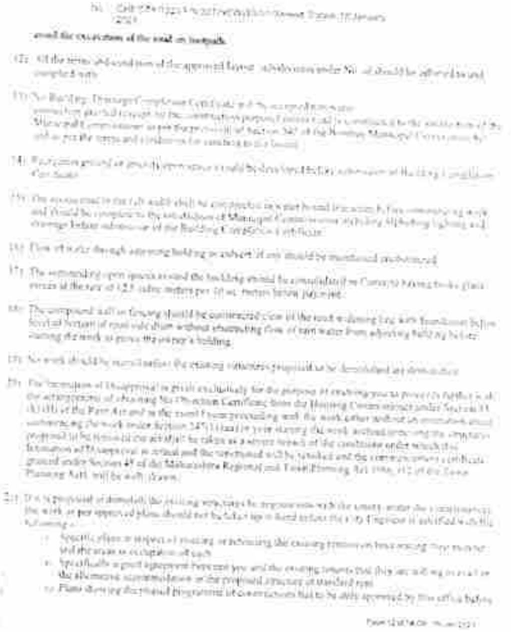
[illegible]

No. CHE/CT-1223/S.U.T.N.E.W.D.O.1 Amend Dated 19 January 2023

[illegible]

NOTES

[illegible]



बबई - ४

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No. CHE/CTY/1333/F/N/337/NEW/IOD/1/Amend Dated 18 January 2023

Executive Engineer, Building Proposals
Zone ………………… wards.

CHE/CTY/1333/F/N/337/NEW/IOD/1/Amend

Copy To :- 1. M/s Devendra Changani
316, [illegible] Kurla [illegible] road, [illegible] east mumbai 400031

2. Asst. Commissioner F/North.
3. A.E.B.W. F/North.
4. Dy.A.&.C. City
5. Chief Officer, M.B.R. & R. Board F/North.
6. Designated Officer, Asstt. Engg. (B. & F.) F/North.
7. The Collector of Mumbai

सूची क्र.2

06/01/2023

06/01/2023

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बबई - ५

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	Certificate	CHT NO 2/2022	[illegible]	[illegible]	[illegible]		
	CHC		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	CHC		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	CHC		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	CHC		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	CHC		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	CHC		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	Voucher		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

(*) Stamp Duty and Registration Fee Can Be Remitted Online

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अवधी - ४
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THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-II
MUMBAI

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-IV
MUMBAI

अनुक्रमांक - ४
१३ एप्रिल
ER/CO
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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 : **P51900049433**

Project: ***Bellissimo Matunga*** *, Plot Bearing / CTS / Survey / Final Plot No.:* ***6(pt) at FNorth-400022, Ward FNorth, Mumbai City, 400022;***

1. **Macrotech Developers Limited** having its registered office / principal place of business at *Tehsil:* ***Mumbai City,*** *District:* ***Mumbai City,*** *Pin:* ***400001.***
2. This registration is granted subject to the following conditions, namely:-
   - The promoter shall enter into an agreement for sale with the allottees;
   - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
   - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;
     OR
     That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
   - The Registration shall be valid for a period commencing from **08/02/2023** and ending with **31/12/2027** 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
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid
Digitally Signed by
Dr. Vasant Premanand Prabhu
(Secretary, MahaRERA)
Date:08-02-2023 18:01:36

Dated: **08/02/2023**
Place: **Mumbai**

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-IV
MUMBAI

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

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२०२३

घोषणापत्र

मी, सुरेन्द्रन नायर / पॅट्रिक मोनिस / संगीत चौधरी / रितेश जगताप / विविन सॅम / जॉय वालीकोदय / बनार्ड सोरेस याव्दारे घोषित करतो कि, दुय्यम निबंधक मुं-४ यांचे कार्यालयात **करारनामा /** या शीर्षकाचा दस्त नोंदविण्यासाठी सादर करण्यात आला आहे

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

ठिकाण – मुंबई

दिनांक 16/6/2023

कुलमुखत्यार पत्राचे घोषणापत्र लिहून देणार

घोषणापत्र

मी, पंढरी केसरकर / राहुल वंडेकर / प्रमोद कांबळे / प्रताप सातवेकर / शैलेश मोरे / आदित्य नाडकर / संजय हरिहर / विनायक कागीनकर / श्रीकांत कांबळे याव्दारे घोषित करतो कि, दुय्यम निबंधक मुं-४ यांचे कार्यालयात **करारनामा /** या शीर्षकाचा दस्त नोंदविण्यासाठी सादर करण्यात आला आहे

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

ठिकाण – मुंबई

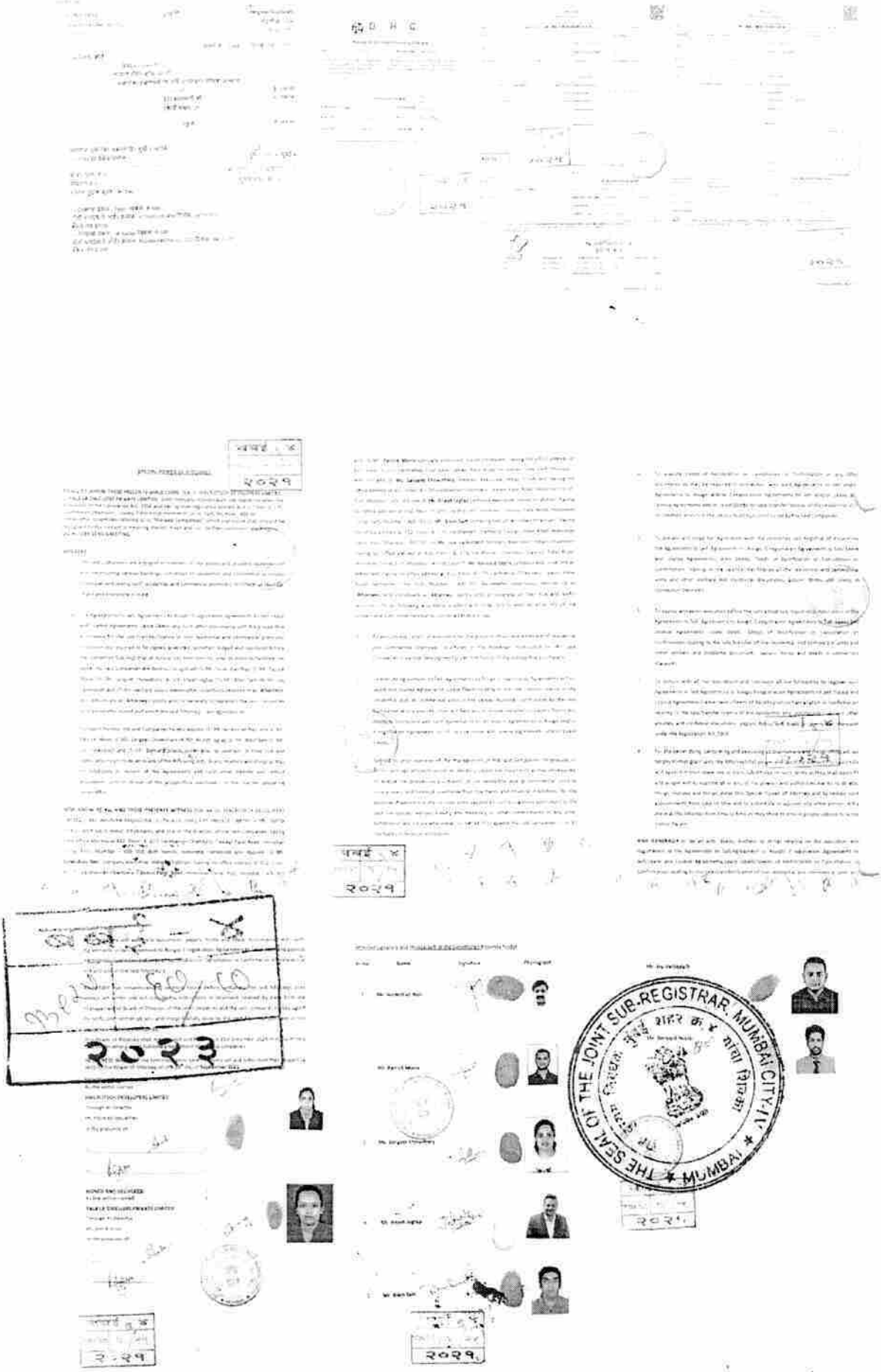
दिनांक 16/6/2023

P.R. Kesarkar

कुलमुखत्यार पत्राचे घोषणापत्र लिहून देणार

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-IV * MUMBAI *

बाबर्ड – ४
१३६२७ | ९९/८०
२०२३


THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-II
MUMBAI
२०२३

LODHA

LODHA

बम्बई - ४

93824 EC / CO

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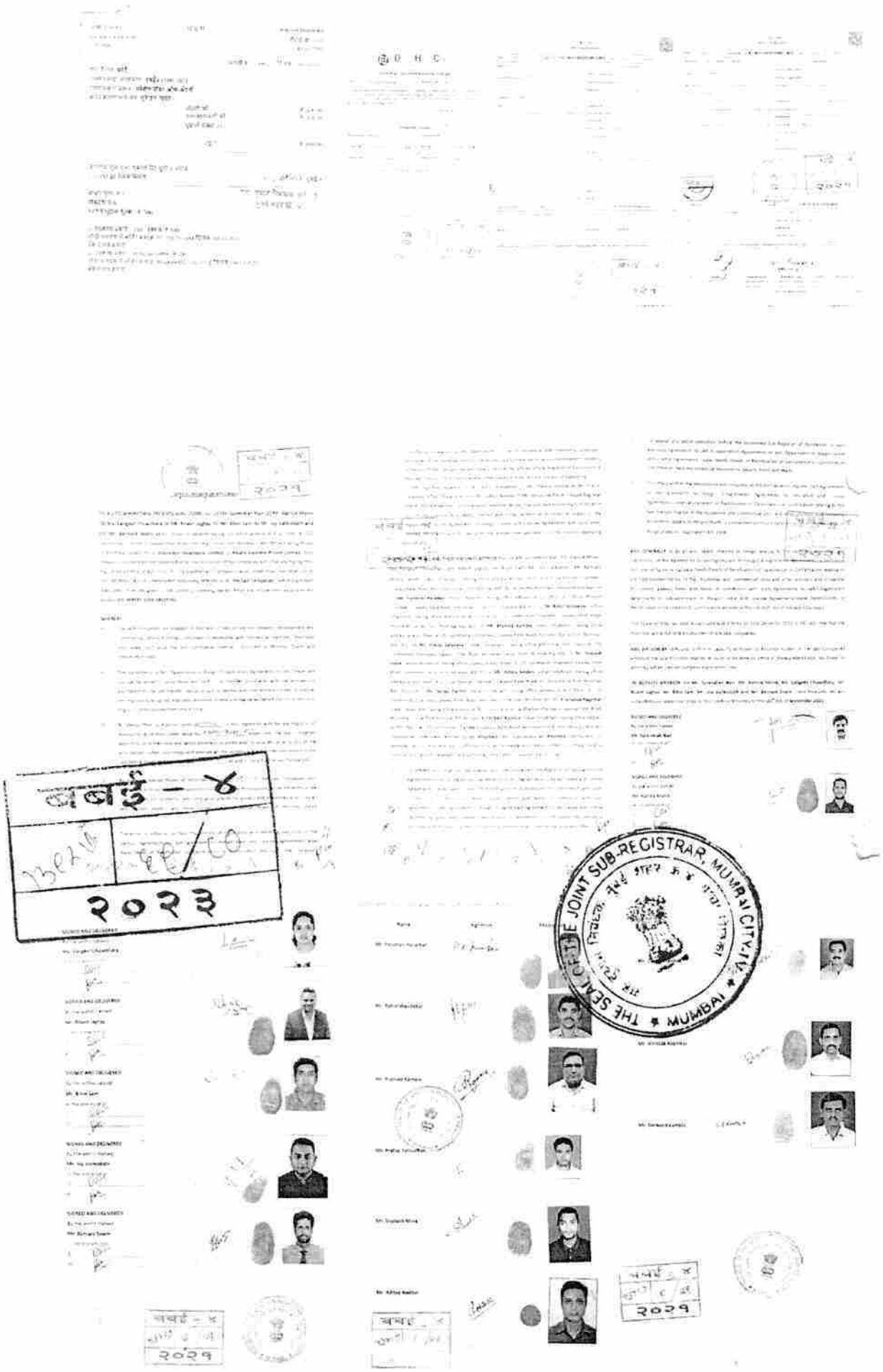
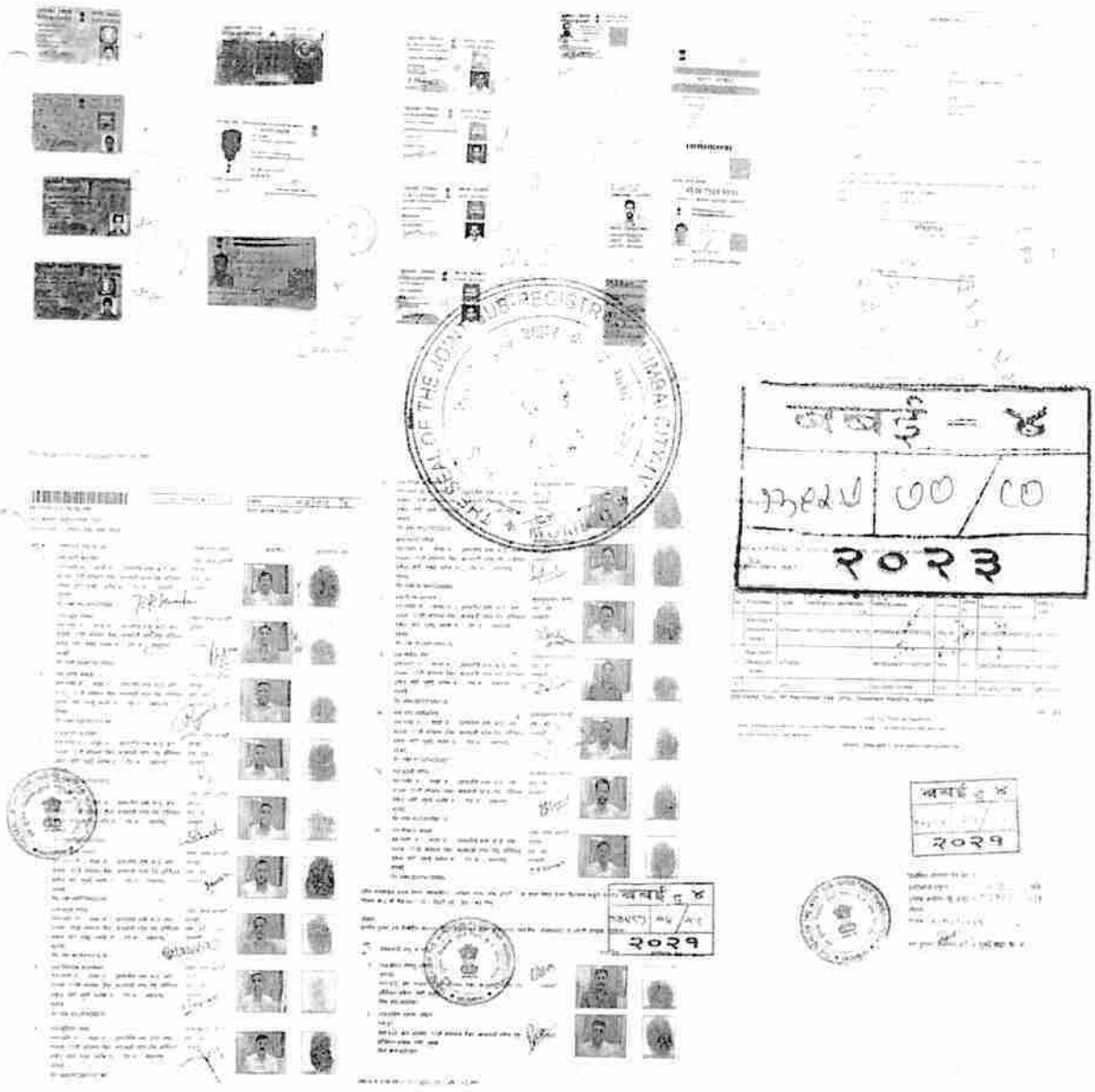
THE SEAL OF THE JOINT SUB REGISTRAR, MUMBAI CITY-IV

MUMBAI


बबई - ४
२०२३
THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-IV
MUMBAI


THE SEAL OF THE JOINT SUB-REGISTRAR MUMBAI CITY-IV
अलबुई - ४
२०२३
२०२१

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

ADFPD4982Q

नाम / Name
RISHIT SURESH DHOLAKIA

पिता का नाम / Father's Name
SURESH GIRDHARILAL DHOLAKIA

जन्म की तारीख / Date of Birth
08/11/1980

हस्ताक्षर / Signature

20062017

भारत सरकार
GOVERNMENT OF INDIA

ऋषित सुरेश धोलकिया
Rishit Suresh Dholakia
जन्म तारीख / DOB : 08/11/1980
पुल्लिंगी / MALE

4087 7016 5079

आधार - सामान्य माणसाचा अधिकार

इस कार्ड के खोने / पाने पर कृपया सूचित करें / लौटाएं:
आयकर पैन सेवा इकाई, एन एस डी एल
5 वी मंजिल, मंत्री स्टर्लिंग, प्लॉट नं. 341, सर्वे नं. 997/8,
मॉडल कालोनी, दीप बंगला चौक के पास,
पुणे – 411 016

If this card is lost / someone's lost card is found, please inform / return to :
Income Tax PAN Services Unit, NSDL
5th floor, Mantri Sterling,
Plot No. 341, Survey No. 997/8,
Model Colony, Near Deep Bungalow Chowk,
Pune – 411 016.

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081
e-mail: tinfo@nsdl.co.in

आधार

भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता:
वढिलाये/जईये नंबर: सुरेश गिरधरलाल धोलकिया, सी-27 कृष्णलया 7 फ्लोर, एन.एस. मांकीकर रोड, चुनाभट्टी वेस्ट, मुंबई, मुंबई, महाराष्ट्र, 400022

Address:
S/O: Suresh Girdharlal Dholakia, C-27 Krishnalaya 7th Floor, N.S. Mankikar Road, Chunabhatti West, Mumbai, Mumbai, Maharashtra, 400022

1947
1800 300 1947

help@uidai.gov.in

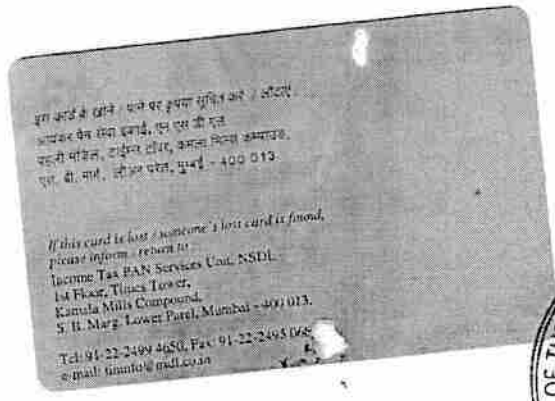
www.uidai.gov.in

P.O. Box No.1947
Bengaluru-560 001

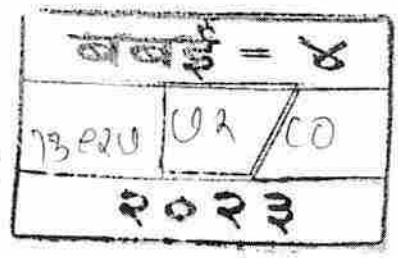
Rishit S Dholakia

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-IV
MUMBAI

क्रमांक = ४
१३६८७ | ०१/०० | २०२३



Lata S Dholakia



बबई - ४

BCKV 02/10

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THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-IV

MUMBAI

भारत सरकार
GOVERNMENT OF INDIA

हेटल रिषित धोलकिया
Hetal Rishit Dholakia
जन्म तारीख / DOB : 10/08/1980
महिला / FEMALE

9121 9144 1618

आधार - सामान्य माणसाचा अधिकार

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

DHOLAKIA HETAL RISHIT

BHASKER GOKULDAS MEHTA

10/08/1980
Permanent Account Number
AEUPM1340P

H R Dholakia
Signature

भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

आधार

पता:
पत्नीचे नांव: ऋषित धोलकिया,
सी-27 कृष्णलया 7 मजोर, एन.एस.
मांकीकर रोड, चुन्न भट्टी रेलवे
स्टेशन समोर, चुन्नभट्टी वेस्ट, मुंबई,
मुंबई, महाराष्ट्र, 400022

Address:
W/O: Rishit Dholakia, C-27
Krishnalaya 7th Floor, N.S.
Mankikar Road, opp Chuna
Bhatti Railway Station,
Chunabhatti West, Mumbai,
Mumbai, Maharashtra, 400022

1947
1800 300 1947
help@uidai.gov.in
www.uidai.gov.in
P.O. Box No.1947,
Bengaluru-560 001

इस कार्ड के खोने / पाने पर कृपया सूचित करें / लौटाएं :
आयकर पैन सेवा इकाई, एन एस डी एल
पहली मंजिल, टाईम्स टॉवर, कमला मिल्स कम्पाउंड,
एस. बी. मार्ग, लोअर परेल, मुम्बई - 400 013.

If this card is lost / someone's lost card is found please inform / return to :
Income Tax PAN Services Unit, NSDL,
1st Floor, Times Tower,
Kamala Mills Compound,
S. B. Marg, Lower Parel, Mumbai - 400 013.

Tel: 91-22-2499 4650, Fax: 91-22-2495 0664,
e-mail: tinfo@nsdl.co.in

H R Dholakia

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-IV
MUMBAI

बाबाई - ४
१३९२ | ०८/०० | २०२३

अवार्ड - ४

१३०२७ | ७५/८०

२०२३

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-IV
MUMBAI

स्थाई लेखा संख्या /PERMANENT ACCOUNT NUMBER

AABPM4943K

नाम /NAME

MAULIK BHASKAR MEHTA

पिता का नाम /FATHER'S NAME

BHASKAR GOKULDAS MEHTA

जन्म तिथि /DATE OF BIRTH

24-12-1975

हस्ताक्षर /SIGNATURE

आयकर निदेशक (पद्धति)

DIRECTOR OF INCOME TAX (SYSTEMS)

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-IV * MUMBAI *

अवर्ड - ४

73820 ०६/८०

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बबई - ७

13020	UO/CO

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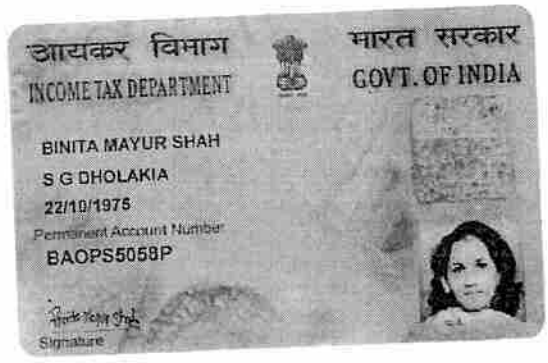
THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-IV


आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
BINITA MAYUR SHAH
S G DHOLAKIA
22/10/1975
Permanent Account Number
BAOPS5059P
Signature

Binita Mayur Shah

बबई - ४

73 ERU 00 / 00

२०२३

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-IV
* MUMBAI *

दस्त गोषवारा भाग-1

दस्त क्रमांक: 13927/2023

मोबदला: रु. 3,10,67,324/-

बाजार भाव: रु. 2,64,37,202/-

भरलेल्या मुद्रांकाची रक्कम: रु. 18,64,500/-

पावती: 14973 पावती दिनांक: 18/08/2023

मादरकरणाऱ्याचे नाव: **रिशित सुरेश धोलकिया - -**

नोंदणी फी रु. 30000.00

दस्त हाताळणी फी रु. 1600.00

पृष्ठांची संख्या: 80

एकूण: 31600.00

सह दुय्यम निबंधक, मुंबई-4

सह दुय्यम निबंधक, मुंबई-4

मुद्रांक शुल्क: कलम ३

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

निष्पादन : 1 18 / 08 / 2023 10 : 48 : 12 AM वेळ: (मादरीकरण)

निष्पादन : 2 18 / 08 / 2023 10 : 48 : 54 AM वेळ: (सीडी)

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-IV ★ MUMBAI ★

प्रतिज्ञापत्र

सदर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत आणलेल्या तरतुदीनुसार नोंदणीस दाखल केलेला आहे. दस्तातील मजकूर निष्पादक व्यक्तीचा माझोदार व मोहर मारलेल्या कागदपत्रांवर आधारित आहे. दस्ताची सत्यता, वैधता आदेशाचे पालन इत्यादी निष्पादक व कबुलीजबाब देणारे संपूर्णपणे जबाबदार राहतील.

P. R. Kesarkar
लिहून देणारे

Rishit Dholakia
लिहून घेणारे

Lata S Dholakia

HR Dholakia

Missing Scan Doc Records and Files

18/08/2023 11 05:21 AM

दस्त गोषवारा भाग-2

बबई4
दस्त क्रमांक:13927/2023

दस्त क्रमांक :बबई4/13927/2023
दस्ताचा प्रकार :-करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	ठसा प्रमाणित
1	नाव:रिशित सुरेश धोलकिया - - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: सी-27, 7 फ्लोर, कृष्णालय सोसायटी, एन एस मानकीकार रोड चुनाभट्टी वेस्ट मुंबई , ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुम्बई. पॅन नंबर:ADFPD4982Q	लिहून घेणार वय :-43 स्वाक्षरी:-		✓
2	नाव:मॅक्रोटेक डेव्हलपर्स लि. तर्फे कु. मु. सुरेन्द्रन नायर तर्फे कु. मु. पंढरी केसरकर - - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 412, 4था मजला, 17जी वर्धमान चेंबर, कावसजी पटेल रोड, हॉर्निमन सर्कल, फोर्ट, मुंबई , ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुम्बई. पॅन नंबर:AAACL1490J	लिहून देणार वय :-50 स्वाक्षरी:-		✓
3	नाव:लता सुरेश धोलकिया - - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: सी-27, 7 फ्लोर, कृष्णालय सोसायटी, एन एस मानकीकार रोड चुनाभट्टी वेस्ट मुंबई , ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुम्बई. पॅन नंबर:ALCPD8783C	लिहून घेणार वय :-73 स्वाक्षरी:-		✓
4	नाव:हेतल रिशित धोलकिया - - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: सी-27, 7 फ्लोर, कृष्णालय सोसायटी, एन एस मानकीकार रोड चुनाभट्टी वेस्ट मुंबई , ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुम्बई. पॅन नंबर:AEUPM1340P	लिहून घेणार वय :-35 स्वाक्षरी:-		✓

वरील दस्तऐवज करुन देणार तथाकथीत करारनामा चा दस्त ऐवज करुन दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ:18 / 08 / 2023 11 : 04 : 32 AM

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

अनु क्र.	पक्षकाराचे नाव व पत्ता		छायाचित्र	ठसा प्रमाणित
1	नाव:मौलिक मेहता - - वय:47 पत्ता:परेल, मुंबई पिन कोड:400012	स्वाक्षरी		✓
2	नाव:विनीता शाह - - वय:47 पत्ता:विद्याविहार, मुंबई पिन कोड:400086	स्वाक्षरी		✓

शिक्का क्र.4 ची वेळ:18 / 08 / 2023 11 : 05 : 13 AM

सह दुय्यम निबंधक, मुंबई-4

Payment Details.

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	Rishit Suresh Dholakia	eChallan	69103332023081713125	MH006689579202324E	1864500.00	SD	0003518800202324	18/08/2023
2		DHC		0823182702364	1600	RF	0823182702364D	18/08/2023
3	Rishit Suresh Dholakia	eChallan		MH006689579202324E	30000	RF	0003518800202324	18/08/2023

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

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THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-IV ★ MUMBAI ★

(मधुकर बि मोरे)
सह. दुय्यम निबंधक वर्ग-२, मुंबई शहर-४