

मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)					
Valuation ID	202202033134	03 February 2022, 12:52:04 PM			
मूल्यांकनाचे वर्ष	2021				
जिल्हा	ठाणे				
मूल्य विभाग	तालुका : कल्याण				
उप मूल्य विभाग	43/130-मौजे माणगाव गावातील रहीवास विभागातील मिळकती				
क्षेत्राचे नांव	Kalyan/Dombival Municipal Corporation	सर्व्हे नंबर /न. भू क्रमांक :			
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.					
खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	मोजमापनाचे एकक चौ. मीटर
6600	32100	35800	45500	35800	
बांधीव क्षेत्राची माहिती					
बांधकाम क्षेत्र(Built Up)-	77.572चौ. मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-	बांधीव
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय -	0 TO 2वर्षे	मूल्यदर/बांधकामाचा दर-	Rs.32100/-
उद्दवाहन सुविधा -	आहे	मजला -	11th to 20th Floor	कार्पेट क्षेत्र-	70.52चौ. मीटर
Sale Type - First Sale	Sale/Resale of built up Property constructed after circular dt.02/01/2018				
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर	=(वार्षिक मूल्यदर * घसा-यानुसार टक्केवारी) * मजला निहाय घट/वाढ				
	=(32100 * (100 / 100)) * 107.5 / 100				
	= Rs.34508/-				
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र				
	= 34347 * 77.572				
	= Rs.2664365.484/-				
D) खुल्या जमिनीवरील वाहन तळाचे क्षेत्र	13.75चौ. मीटर				
खुल्या जमिनीवरील वाहन तळाचे मूल्य	= 13.75 * (6600*40/100)				
	= Rs.36300/-				
Applicable Rules	= 3, 18, 19, 15				
एकत्रित अंतिम मूल्य	= मुख्य मिळकतीचे मूल्य + तळघराचे मूल्य + मेझॅनाईन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य (खुली बाल्कनी) + वरील गच्चीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + बंदिस्त बाल्कनी + स्वयंचलित वाहनतळ				
	= A + B + C + D + E + F + G + H + I + J				
	= 2664365.484 + 0 + 0 + 36300 + 0 + 0 + 0 + 0 + 0 + 0 + 0				
	= Rs.2700665.484/-				
	= २ सत्तावीस लाख सहा शे पासहू /-				
	29,70,800/-				

Home Print

सह. दुय्यम निबंधक वर्ग-२
कल्याण क्र.५



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दस्त क्र. १०११	२०२२
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CHALLAN
MTR Form Number-6



GRN	MH012523690202122E	BARCODE			Date	01/02/2022-18:34:14	Form ID	25.2
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Stamp Duty Registration Fee			TAX ID / TAN (If Any)				
Office Name	KLN5_KALYAN 5 JOINT SUB REGISTRAR			PAN No.(If Applicable)	AAACL1490J			
Location	THANE			Full Name	Macrotech Developers Limited			
Year	2021-2022 One Time			Flat/Block No.	Flat No. 1407 Wing D CASA FORESTA Lodha			
				Premises/Bulding	Codename Premier			
Account Head Details		Amount In Rs.		Road/Street	Premiere colony ground, Off Kalyan Shil road, Dombivali E, Taluka Kalyan			
0030046401 Stamp Duty		253500.00		Area/Locality	Thane			
0030063301 Registration Fee		30000.00		Town/City/District	क.ल.न.-५			
				PIN	दस्तक्र. ४ २ २०२२ ३			
				Remarks (If Any)	PAN2=BKPPP3541M-SecondPartyName=Alexander Patra~CA=7233431			
				Amount In	Two Lakh Eighty Three Thousand Five Hundred Rupees			
Total		2,83,500.00		Words	Only			
Payment Details			IDBI BANK	FOR USE IN RECEIVING BANK				
Cheque-DD Details			Bank CIN	Ref. No.	69103332022020212325	706888167		
Cheque/DD No.			Bank Date	RBI Date	02/02/2022-14:28:23	Not Verified with RBI		
Name of Bank			Bank-Branch		IDBI BANK			
Name of Branch			Scroll No. , Date		Verified with Scroll			

Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for registered document.
सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करता याच्या दस्तासाठी सदर चलन लागू नाही.



Alexander Patra
Amiya Swain



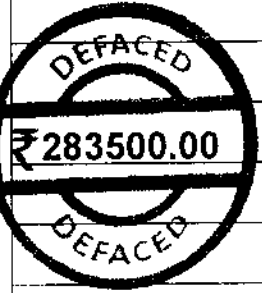
CHALLAN
MTR Form Number-6



GRN	MH012523690202122E	BARCODE		Date	01/02/2022-18:34:14	Form ID	25.2
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Department Inspector General Of Registration		Payer Details			
Stamp Duty	Registration Fee	TAX ID / TAN (If Any)			
Type of Payment		PAN No.(If Applicable)	AAACL1490J		
Office Name	KLN5_KALYAN 5 JOINT SUB REGISTRAR	Full Name	Macrotech Developers Limited		
Location	THANE	Flat/Block No.	Flat No. 1407 Wing D CASA FORESTA Lodha		
Year	2021-2022 One Time	Premises/Building	Codename Premier		

Account Head Details	Amount In Rs.	Road/Street	Area/Locality	Town/City/District	PIN	Remarks (If Any)	Amount In	Words
0030046401 Stamp Duty	253500.00	Premiere colony ground, Off Kalyan Shil road, Dombivai E, Taluka Kalyan	Thane				Two Lakh Eighty Three Thousand Five Hundred Rupees	Only
0030063301 Registration Fee	30000.00							
Total	2,83,500.00							



Payment Details IDBI BANK		FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	69103332010027226706888167	
Cheque/DD No.		Bank Date	RBI Date	02/02/2022 Not Verified with RBI	
Name of Bank		Bank-Branch	IDBI BANK		
Name of Branch		Scroll No. , Date	1000/02/2022		

Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करतावयाच्या दस्तासाठी सदर चलन लागू नाही.
 8689929918
 DIST. THANE

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(IS)-507-1441	0006090005202122	03/02/2022-13:02:56	IGR542	30000.00

GRN : MH012523690202122E Amount : 2,83,500.00

Bank : IDBI BANK

Date : 01/02/2022-18:34:14

2	(iS)-507-1441	0006090005202122	03/02/2022-13:02:56	IGR542	253500.00
Total Defacement Amount					2,83,500.00

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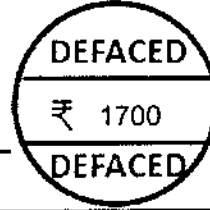


Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	0202202216153	Receipt Date	03/02/2022
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Received from MDL, Mobile number 0000000000, an amount of Rs.1700/-, towards Document Handling Charges for the Document to be registered on Document No. 1441 dated 03/02/2022 at the Sub Registrar office Joint S.R.Kalyan 5 of the District Thane.



Payment Details

Bank Name	IBKL	Payment Date	02/02/2022
Bank CIN	10004152022020214487	REF No.	2741610096
Deface No	0202202216153D	Deface Date	03/02/2022

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



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AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made at Mumbai this 03rd day of Feb-2022

BETWEEN:

Macrotech Developers Limited (erstwhile Palava Dwellers Private Limited, merged into Macrotech Developers Limited with effect from December 31, 2021 by virtue of Order dated 26.10.2021 of the National Company Law Tribunal, Mumbai Bench – Court V in CP (CAA) 136/MB/2021) a company incorporated and registered under the Companies Act 1956, having its registered office at 412, Floor- 4, 17G Vardhaman Chamber, Cawasji Patel Road, Horniman Circle, Fort, Mumbai-400001, hereinafter referred to as **"THE COMPANY"** (which expression shall, unless it be repugnant to the meaning thereof, be deemed to mean and include its successors and assigns) of the One

AND

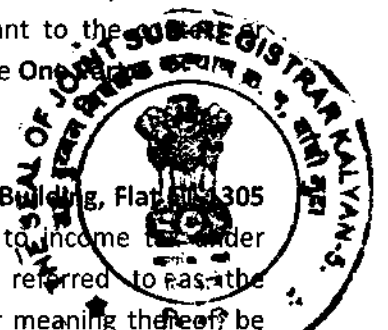
Alexzander Patra and **Amita Swain** residing / having its address at **New Mahada Building, Flat No. 305 Mill Road Chunabhatti Mumbai 400022 Maharashtra India** and assessed to income tax under permanent account number (PAN) **BKPPP3541M, CYLPS8737D** hereinafter referred to as the **"PURCHASER"** (which 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"**

Alexzander Patra

→

Amita Swain



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WHEREAS:

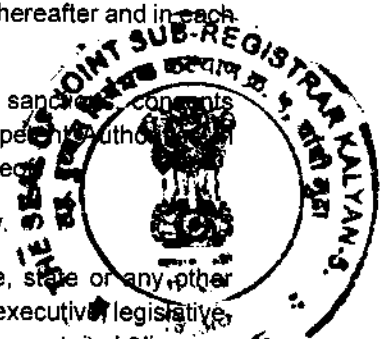
- A. The Company is/shall be constructing the Building (as defined herein) as part of the Project (as defined herein) on the Larger Property (as defined herein).
- B. The chain of title of the Company to the Larger Property is at Annexure 2 (Chain of Title).
- C. A copy of the Report on Title in respect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

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Annexure 3 (Report on Title)	

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 authority in connection with the Project/ Building/ Unit and/or the development thereof.
- 1.4. "Arbitrator" shall have the meaning ascribed to it in Clause 23.2 below.
- 1.5. "Authority" shall mean (i) any nation or government or any province, state or any other political subdivision thereof; (ii) any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any governmental authority, agency, department, board, commission or instrumentality; or (iii) any court, tribunal or arbitrator.
- 1.6. "Building" shall mean the single/multi-storied buildings to be being constructed as part of the Project.
- 1.7. "Building Conveyance" shall have the meaning ascribed to it in Clause 14.3 below.



Ashwani Kumar

Amita

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

1.9. "CAM Charges" shall mean: (i) the maintenance charges payable by the Purchaser *inter alia* for the maintenance of the common areas of the Building and the provision of common facilities available to the Purchaser in the Building / Project or on the Larger Property, including property tax payable in respect of the Car Parking Spaces allocated to the Purchaser and the common areas of the Larger Property and amenities available to the Purchaser; and (ii) City Linked Utility Charges, as specified in the Annexure 6A (Other Amounts Payable before DOP).

1.10. "CAM Commencement Date" shall mean the day from which the Purchaser will be required to pay CAM Charges and will be the first day of the immediately succeeding month after the Date of Offer of Possession regardless of whether the Purchaser takes possession of the Unit.

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

1.12. "Cheque Bouncing Charges" shall mean the charges payable by either Party to this Agreement on account of a cheque issued pursuant to this Agreement is not honoured for any reason whatsoever including 'insufficient funds', 'stop payment' or 'account closed', and shall mean an amount equivalent to 2.5% (two point five per cent) of the value of the cheque in question. If the amount of the said cheque and the Cheque Bouncing Charges thereto are not paid within a period of 30 (thirty) days from the date the cheque is not cleared in the first instance, the Cheque Bouncing Charges shall increase to 5% (five per cent) of the value of the cheque issued.

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

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

1.15. "Common Areas and Amenities" shall mean the common areas and amenities as are available to and for use in respect of the Building/ Larger Property, as the case may be and more particularly as described in Annexure 7 (Common Areas and Amenities).

1.16. "Company" or "Termination" shall have the meaning ascribed to it in Clause 11.2.1.

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

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

1.19. "Date of Offer of Possession" or "DOP" shall mean the date on which the Company, by written intimation, makes the Unit available to the Purchaser along with the OC in respect of

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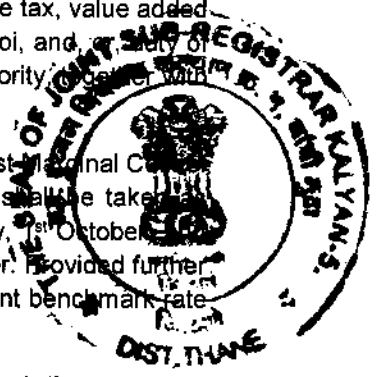
Alexander Panu

Amrita Sreeni

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the Unit (the OC maybe for part or whole of the Building). The estimated DOP is set out at Annexure 6 (Unit and Project Details).

- 1.20. "Direct Tax" or "Direct Taxes" shall mean income tax, corporate tax, or similar tax or levy, wherever and whenever charged, levied or imposed together with any interest and penalties in relation thereto.
- 1.21. "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.
- 1.22. "Extended DOP" shall have the meaning ascribed to it in Clause 10.1 below.
- 1.23. "Federation" shall mean the apex body to be formed by and consisting of the ultimate organisations formed in respect of various buildings constructed/to be constructed in the Project, to maintain, administer and manage the Larger Property and the Project. This may be a company or a registered federation or any other management structure as permissible in Applicable Law. Till such time that the management of the Federation is handed over to the representatives of the ultimate organization(s) of each of the building(s) on the Larger Property, all rights and powers of the Federation shall vest in and be exercised by the Company.
- 1.24. "Federation Conveyance" shall have the meaning ascribed to it in Clause 14.4 below.
- 1.25. "FEMA" shall have the meaning ascribed to it in Clause 20.1(dd) below.
- 1.26. "FMC" shall have the meaning ascribed to it in Clause 15.1 below.
- 1.27. "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, or any other event (one-off or continuing) beyond the control of the Company affecting the progress of the Project.
- 1.28. "FSI Free Constructed Spaces" shall have the meaning ascribed to it in Clause 15.166 below.
- 1.29. "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 any other tax 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.
- 1.30. "Interest" shall mean simple interest at State Bank of India's (SBI) highest Marginal Cost Lending Rate ("MCLR") + 2% (two per cent) per annum. The MCLR shall be taken applicable on 1st (first) day of each quarter (1st January, 1st April, 1st July, 1st October). Provided further 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.
- 1.31. "Larger Property" means the land with details as described in Annexure 1 (Description of Larger Property). For clarity, there may be additional land parcels which may form part of 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.
- 1.32. "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, Reimbursements, Maintenance Related Amounts, User Based Fees, City Infrastructure Charge and all Indirect Taxes thereto.



Atarzanefun Palan

Amrita Swaid

- 1.33. "Loan" shall have the meaning ascribed to it in Clause 7.1 below.
- 1.34. "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 CAM Charges, Property Tax and Building Protection Deposit. An indicative list of Maintenance Related Amounts is at **Annexure 6A** (Other Amounts Payable before DOP).
- 1.35. "Net Area" shall mean the aggregate of the Carpet Area and the EBVT Area.
- 1.36. "OC" shall have the meaning ascribed to it in Clause 10.3 below.

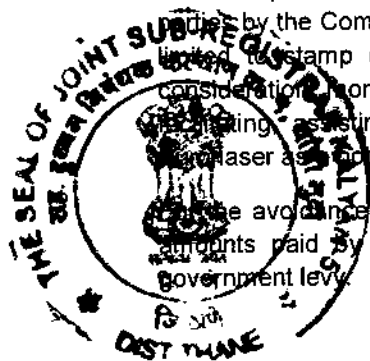
क.ल.न. १९	1.37. "Parking Spaces" shall mean a location where a 4 wheel or a 2 wheel passenger vehicle can be parked. Parking Spaces include open / still / covered parking spaces and maybe located in the basement, car park (including multi-level car park), podium etc.). Shortest walking distance between the Building entrance lobby and entry to location where vehicle is parked shall not exceed 750 meters.
दस्त क्र. ७७७/२०१२	
११	1.38. "Possession Demand Letter" shall have the meaning ascribed to it in Clause 10.1 below. 1.39. "Project" shall mean the project with RERA registration number as stated in Annexure 6 (Unit and Project Details) and with details as available with the concerned RERA authority (including current and proposed parts of the project). The Project may be part of a layout on the Larger Property which may comprise of various other buildings and/or projects.

- 1.40. "Property Tax" shall mean the amounts payable by the Purchaser towards property tax for the Unit, and the common areas of the Building.
- 1.41. "Purchaser Notice of Termination" shall have the meaning ascribed to it in Clause 11.3.1.b) below.
- 1.42. "Refund Amount" shall mean:
- 1.42.1. 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 the Liquidated Damages and, if applicable, 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.

- 1.42.2. 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.



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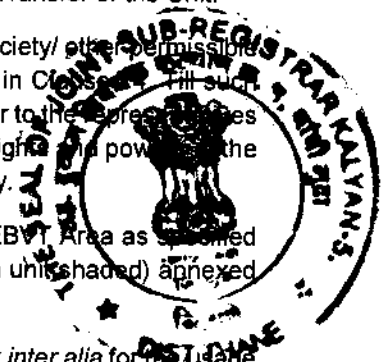
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- 1.43. "Reimbursements" shall include all expenses directly or indirectly incurred by the Company in providing or procuring services/facilities other than the Unit, including but not limited to, LUC, electricity deposit reimbursement, administrative expenses, utility connections, piped gas connection and related expenses, legal expenses and all applicable Taxes thereon. An indicative list of Reimbursements is at Annexure 6A (Other Amounts Payable before DOP).
- 1.44. "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.
- 1.45. "Service Providers" shall have the meaning ascribed to it in Clause 15.166 below.
- 1.46. "Shortfall Amount" shall have the meaning ascribed to it in Clause 16.3 below.
- 1.47. "STP" shall mean the sewage treatment plant situated on the Larger Property, servicing the Unit and, or, the Building;
- 1.48. "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.
- 1.49. "SWMP" shall mean the Solid Waste Management Plant which includes the process of *inter alia* waste collection, waste segregation, waste processing, waste recycling and disposing of the waste, situated on the Larger Property, servicing the Unit and, or, the Building;
- 1.50. "Taxes" shall mean and include Direct Tax and Indirect Tax.
- 1.51. "Transfer" shall mean the sale, transfer, assignment, directly or indirectly, to any third party of:
- the Unit or any part of the right, title or interest therein; and, or,
 - the benefit of this Agreement; and, or,
 - 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;
 - in case the Purchaser is a partnership firm or limited liability partnership, the change in constitution thereof.

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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.

- 1.52. "Ultimate Organization" shall mean the company/ condominium/ society/ other permissible legal entity to be formed in respect of the Building as contemplated in Clause 1.51. At the 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.
- 1.53. "Unit" shall mean the unit in the Building with the Carpet Area and EBYT Area as specified at Annexure 6 (Unit and Project Details) and floor plan thereto (with units shaded) annexed as Annexure 5 (Floor Plan) hereunder.
- 1.54. "User Based Fee" shall mean the amounts payable by the Purchaser *inter alia* for the usage of Club, parking area maintenance fee and such other services as may be provided to the Purchaser. An estimate of User Based Fee is set out at Annexure 6A (Other Amounts Payable before DOP).



2. **RULES FOR INTERPRETATION**

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

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- 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.

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

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

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

- 2.6. Any reference to the words "hereof," "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to clauses or schedules of this Agreement as specified therein.
- 2.7. The words "include" and "including" are to be construed without limitation.
- 2.8. Any reference to the masculine, the feminine and the neutral shall include each other.
- 2.9. In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or 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.

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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 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.

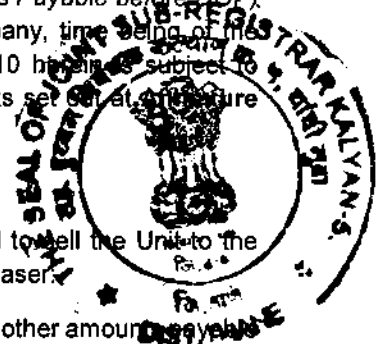
4A. **OTHER AMOUNTS PAYABLE**

All other amounts payable under this Agreement, including, but not limited to, Reimbursements, Maintenance Related Amounts, User Based Fees, City Infrastructure Charge and all Indirect Taxes thereto, shall be paid by the Purchaser to the Company in the manner more particularly described at **Annexure 6A (Other Amounts Payable before DOP)**, within 15 (fifteen) 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 (Other Amounts Payable before DOP).

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, Reimbursements, Maintenance Related Amounts, User Based Fees, City Infrastructure Charge 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



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- 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, Reimbursements and Maintenance Related Charges, User Based Fees, City Infrastructure Charge, 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, Reimbursements, Maintenance Related Charges, User Based Fees, City Infrastructure Charge 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 The Consideration Value and all other amounts payable under this Agreement, save and except for proportionate share (in ratio of Net Area) of any increase in costs/charges levied by any Authority, after date of start of construction of the Building and on account of any increase in the cost of construction of the Building due to depreciation of the rupee by more than 5% (five per cent) beyond the prevailing exchange rate with the US Dollar (\$) as on the date of start of construction of the Building. Such increase will be certified by any one of the Big 6 accountancy firms (EY, KPMG, PWC, Deloitte, BDO, Grant Thornton in 2021 and as may vary over time) and the Purchaser shall pay such proportionate share, as demanded.

4B.4 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.5 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 2021 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, in accordance with the terms hereof, construct the Building in accordance with the Approvals 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. 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

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by the competent Authorities. This may include any change wherein the Company, if permitted by the relevant Authorities, transferring the construction permissible on the Larger Property to any other property or transferring to the Larger Property the construction permissible on any other property at any time prior to conveyance of the Larger Property to the Federation/ Ultimate Organisation. The Purchaser gives his consent for such changes, provided such changes shall not result in change in location of the Unit (with respect to its direction on a given floor), lowering of the Unit (with respect to its height above ground) or reduction in the Net Area more than 3% (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.

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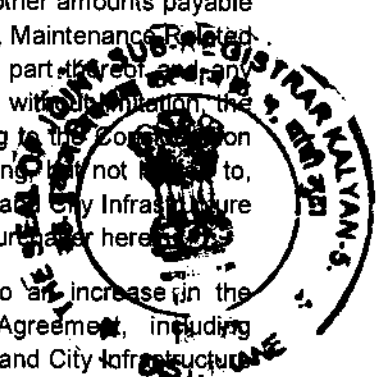
- 5.4. The Purchaser is aware and agrees that the Company shall allow various balcony/verandah/ open terraces (including the one located at the top of the Building) to be used, partly or wholly, by one (or more) unit purchaser(s) in the Building and such unit purchaser(s) shall have exclusive right to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

6. **SECURITIZATION**

- 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, Reimbursements and Maintenance Related Charges, User Based Fees, City Infrastructure Charge, 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, Reimbursements, Maintenance Related Charges, User Based Fees and City Infrastructure Charge and/or part thereof and/or 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, Reimbursements, Maintenance Related Charges, User Based Fees and City Infrastructure Charge, and, or, part thereof and, or, any amounts payable by the Purchaser hereunder.

- 6.2. It is further agreed that any such securitization shall not lead to an increase in the Consideration Value or other amounts payable under this Agreement, including Reimbursements, Maintenance Related Charges, User Based Fees and City Infrastructure Charge 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**



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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, Reimbursements, Maintenance Related Charges, User Based Fees and City Infrastructure Charge or any parts thereof and/or any other amounts payable hereunder.

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7.2. The Parties further agree that the Company shall not in any way be liable or responsible for the payment 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, Reimbursements, Maintenance Related Charges, User Based Fees, City Infrastructure Charge 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 Organisation 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. **PARKING SPACES**

8.1. At the request of the Purchaser, the Company hereby permits the Purchaser to use the number of Parking Spaces as set out in **Annexure 6 (Unit and Project Details)** hereto within the Project/ Larger Property. The Purchaser is aware that the Company has in the like manner allocated/ shall be allocating other parking spaces to other purchasers of the units in the Building and in the Project and undertakes not to raise any objection in that regard and the rights of the Purchaser to raise any such objection shall be deemed to have been waived. The Purchaser hereby warrants and confirms that the Purchaser shall, upon formation of the Ultimate Organisation and/or execution of conveyance, as contemplated herein, cause such Ultimate Organisation to confirm and ratify and shall not permit the Ultimate Organisation to alter or change the allocation of Parking Spaces in the manner allocated by the Company to the various purchasers (including the Purchaser herein) of the units in the Building and in the Project.

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

9. **REGISTRATION**

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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.

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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, Reimbursements, Maintenance Related Charges, User Based Fees, City Infrastructure Charge 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 extended by the 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 referred to as the "Extended DOP" i.e. 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 15 (fifteen) 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.

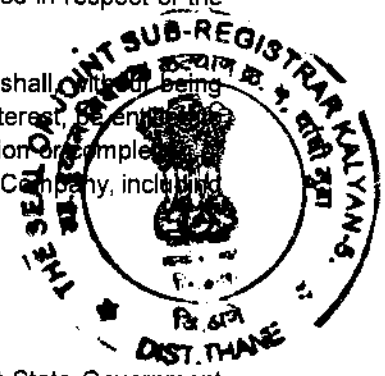
10.3. The Company shall obtain occupation certificate for the Unit ("OC") (which shall also be deemed to be the Completion Certificate, if required, under Applicable Law) at any time prior to the Extended DOP. The OC may be for part or whole of the Building. Further, the Company shall endeavor to make 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 a reasonable extension of time for making available the Unit for possession or completion of the said Building if the same is delayed for reasons beyond the control of the Company, including on account of any of the following:

- a. Any event of Force Majeure;
- b. Riots / other civil disturbances; or
- c. Any notice, order, rule or notification of the Central or relevant State Government and/or any other public or competent Authority or of the court which affects the Building in which the Unit is located.

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**



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11.1. This Agreement is not terminable under any circumstances, save and except the specific circumstances stated below. 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, Reimbursements, Maintenance Related Charges, User Based Fees, City Infrastructure Charge 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 and other amounts payable under this Agreement, including, but not limited to, Reimbursements, Maintenance Related Charges, User Based Fees, City Infrastructure Charge and Indirect Taxes thereto.

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Company's Right to Terminate

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

11.2.1. Default / Non-Payment: If the Purchaser is in default of any of his obligations under this Agreement, including (but not limited to), making payment of all due amounts as per Payment Schedule set out at Annexure 6 (Unit and Project Details) and timely payment of all amounts set out at Annexure 6A (Other Amounts Payable before DOP) (and Interest thereon, if any) within 14 (fourteen) days of the date of the demand letter, the Purchaser shall be deemed to be in default. In the event of such default, the Company shall issue to the Purchaser notice of such default and the Purchaser shall be provided with a further period of 14 (fourteen) days from the date of such notice to cure the said default. In the event that the Purchaser fails to cure such default within 14 (fourteen) days from the date of notice of such default (or such default is not capable of being rectified), the Company shall have the option to terminate this Agreement by sending a notice of termination by registered AD/ speed post ("Company Notice of Termination").

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 terminate this Agreement sending the Company Notice of Termination.

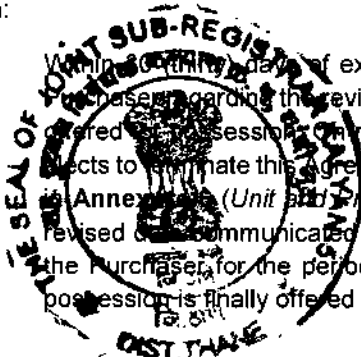
11.2.3. Prolonged Stoppage in Construction: In the event the construction of the wing or floor of the Building in which the Unit is located has been stopped for a period of more than 1 (one) year due to Applicable Law, the Company shall have the option to terminate this Agreement sending the Company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

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) and timely payment of all amounts set out at Annexure 6A (Other Amounts Payable before DOP), 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 regarding 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 11.3.1 (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



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 Amita Sood

- 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).

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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 11.4.1, 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 11.4.2.
- 11.4.2. Pursuant to the termination of this Agreement, the Refund Amount shall be deemed to be due and payable to the Purchaser at the end of 12 (twelve) months from the date of receipt of: (i) the Company Notice of Termination by the Purchaser; or (ii) the Purchaser Notice of Termination by the Company, as the case may be, and shall be paid by the Company to the Purchaser only on the registration of a Deed of Cancellation of this Agreement.

12. DEFECT LIABILITY

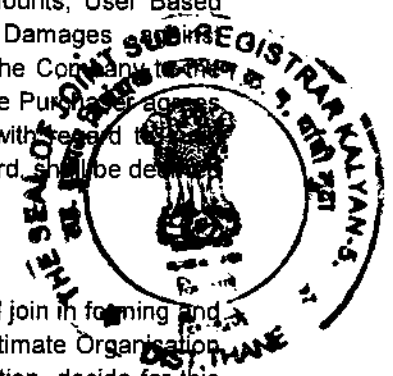
- 12.1. If, during a period of 60 (sixty) months from the Date of Offer of Possession or such shorter period as permissible under Applicable Law, the Purchaser brings to the notice of the Company any Structural Defect in the Unit or in the material used therein (excluding wear and tear and misuse), wherever 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, Reimbursements, Maintenance Related Amounts, User Based Fees, City Infrastructure Charge, Interest and/or Liquidated Damages and 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 adjustment / set off and the claims, if any, of the Purchaser, in that regard, shall be deemed to have been waived.

14. ULTIMATE ORGANISATION

- 14.1. The Purchaser along with other purchasers of units in the Building shall join in forming and registering the Ultimate Organisation in respect of the Building. The Ultimate Organisation 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 Organisation and return the same to the Company within 7 (seven) days from receipt thereof so as to enable the Company to register the Ultimate Organisation.
- 14.2. Where the Project consists of more than one building, separate ultimate organisations may be formed in respect of each building. The Company will apply for the registration of the Federation consisting of all such ultimate organisations after the occupancy certificate has



Alexander Parker
Amita Sharma

been received for all buildings which form part of the Project. The Purchaser and other members of the ultimate organisation(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 18 (eighteen) months from the date of occupation certificate in respect of the Building, the Company shall execute a Deed of Conveyance in favour of the Ultimate Organisation ("**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; and (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; and (iii) to use all internal roads and all the facilities, amenities and services for such future and/or ongoing development or otherwise.

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- 14.4. Within 18 (eighteen) months from the receipt of the occupation certificate for the last building within the Larger Property, the Company shall execute a Deed of Conveyance in favour of the Federation ("**Federation Conveyance**") in respect of all of the Company's right, title and interest in the Larger Property 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 of the entire consideration amount and outstanding dues from the purchasers; and (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.

- 14.5. The Purchaser hereby agrees and undertakes that the Purchaser, along with other unit holders in the Ultimate Organisation/ 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 Organisation/ Federation.

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

- 14.7. The Company hereby agrees that it shall, before execution of Building Conveyance/ Federation Conveyance as contemplated herein, make full and true disclosure of the nature of its title to the Larger Property as well as encumbrances and/or claims, if any in/over the Larger Property. The Company shall, as far as practicable, ensure that at the time of such conveyance in favour of the Ultimate Organisation/Federation, the Larger Property is free from encumbrances.

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

- 15.1. The Purchaser hereby agrees and undertakes 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") appointed by the Company. The Purchaser along with the other purchasers in the Building shall undertake and cause the Ultimate Organisation to ratify the appointment of the FMC as aforesaid. The Ultimate Organisation may appoint the FMC for the term or such further term, or choose to appoint any other facility management company for the maintenance and upkeep of the Common Areas and Amenities the Building, similarly the Federation may appoint the FMC for a further term or choose to appoint any

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other facility management company for the maintenance and upkeep of the Common Areas and Amenities of the Larger Property.

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The FMC shall be entitled to end its services by giving an advance written notice of 1 (one) month to the Ultimate Organisation / Federation in the event the CAM Charges as applicable, have not been paid by 100% (one hundred per cent) of the unit purchasers at the due date (with a grace period of 30 (thirty) days).

15.2. Notwithstanding anything stated elsewhere in this Agreement, the Ultimate Organisation shall also be entitled to end the services of the FMC with advance written notice of 1 (one) month if such termination has the written consent of 100% (one hundred per cent) of the unit purchasers of the Building.

15.3. The Purchaser agrees and undertakes to cause the Ultimate Organisation to be bound by the rules and regulations that may be framed by the FMC.

CAM Charges and Maintenance Related Amounts

15.4. The costs related to the upkeep and maintenance of the Building / Project / Larger Property shall be to the account of and jointly borne by the relevant unit purchasers proportionate to the Net Area of each unit and shall be payable as the CAM Charges as set out at Annexure 6 (Unit and Project Details). 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.

15.5. The Purchaser shall be obliged to pay the same in advance on/before the 1st day of each quarter. 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 such possession or not.

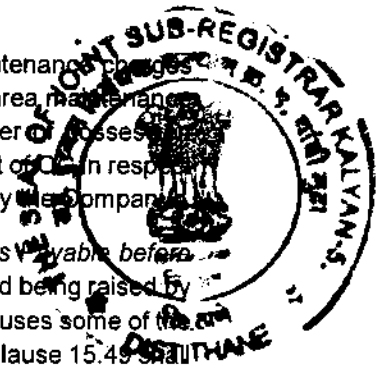
15.6. The Purchaser is aware that the CAM charges stated hereinabove are provisional and the said amount is subject to change as per updated estimates at time of initiation of possession. Further, these charges are subject to the revision every 12 (twelve) months after the Date of Offer of Possession 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.

15.7. The Purchaser undertakes to make payment of the estimated CAM charges for the period stated in Annexure 6A (Other Amounts Payable before DOP) from the CAM Commencement Date on or before the Date of Offer of Possession.

15.8. The Purchaser is aware and hereby confirms that no common area maintenance charges shall be payable on any unit by the Company. For any unit, the common area maintenance charges shall commence only after the sale of the unit and/or upon offer of possession (whichever is later). However, in case of unit(s) that are unsold after receipt of possession of such unit(s), the Property Tax in relation to such unit(s) shall be borne by the Company.

15.9. All Maintenance Related Amounts stated in Annexure 6A (Other Amounts Payable before DOP) are compulsorily payable by the Purchaser in the future upon demand being raised by the Company/ Ultimate Organisation, regardless of whether the Purchaser uses some of the facilities or not. Any delay or default in payment of the amounts under this Clause 15.4 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 Organisation till such time all due amounts are paid together with Interest for the period of delay in payment. 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.

15.10. For avoidance of doubt, after the period mentioned at Annexure 6A (Other Amounts Payable before DOP) the Purchaser shall be obliged to pay the Company and, or, the



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relevant Authority as the case may be City Linked Utility Charges at the rates communicated by the Company to the Purchaser / the Ultimate Organization as the case may be towards the maintenance of STP (including the cost of pumping of water to the STP treatment of the water and recirculation of the recycled water to the relevant portions on the Larger Property), sinking fund expenses towards replacement of integral parts of the STP, the SWMP servicing the Unit and, or, Building. Such City Linked Utility Charges shall be paid in a form and manner prescribed by the Company and, or, the relevant Authority.

15.11. The Company shall provide expense details only in connection of Maintenance Related Amounts (excluding Building Protection Deposit) at the time of handover of the affairs of the Building to the Ultimate Organisation and shall not provide expense details for any other head.

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Club and Other Key Common Areas

15.12. Subject to the payments made towards the Club Usage Charges in terms of this Agreement and the execution of the membership forms and, or, any other documents prescribed by the Company, the number of members of the Purchaser who are permitted to use the Club and/ or other common areas of recreational / food and beverage / commercial use is set out at **Annexure 6 (Unit and Project Details)**. For any additional memberships, the same shall be permitted only if they are full-time members of the Unit and on payment of fees, as may be decided by the FMC from time to time. Similarly, the guests of the Purchaser may be permitted to use the Club subject to the rules and regulations of the FMC and payment of guest charges, if any as determined by the FMC. The terms and conditions with respect to the operation of the Club and membership of the Club will be subject to the terms and conditions/rules as may be framed and/or charges that may be levied by the FMC from time to time and the Purchaser confirms and agrees to be bound by and abide by the terms and conditions and undertakes not to raise any objections in this regard.

15.13. For avoidance of doubt, after the period mentioned at **Annexure 6A (Other Amounts Payable before DOP)** the Purchaser shall be obliged to renew the membership on terms and conditions applicable at the time of such renewal and execute such additional documents and pay the Company / the FMC as the case may be the Club Usage Charges at prevailing rates towards the maintenance membership, usage, maintenance, usage, and upkeep of the Club. Such additional Club Usage Charges shall be paid in a form and manner prescribed by the Company / FMC, failing which the Company shall be entitled to suspend access to the all such facilities offered and the Purchaser shall not be entitled to avail of the Club and other facilities.

15.14. The right to use the facilities at the Club shall be personal to the Purchaser of the Unit in the Building and shall not be transferable in any manner to any third person or party whatsoever, save and except to the transferee of the Unit upon the sale / Transfer of the Unit by the Purchaser. In the event, the Unit in the Building is sold/ transferred by the Purchaser, then the Purchaser along with his family members being the associate members of the Club, shall cease to be members of the Club and in turn, the membership (and all rights and obligations thereto) shall be transferred to the transferee/ new owners of the Unit, upon them making application for the same and agreeing to abide by the terms, rules and regulations of the Club and/ or the FMC.

15.15. The Parties agree that the Club does not form part of the Common Areas and Amenities and it shall always remain the property of the Company and the Company may at its discretion transfer the Club to the Ultimate Organisation / Federation. The Parties further agree that the Company/FMC shall be entitled to grant membership rights to any such other person(s) as they may deem fit and the Purchaser shall not be entitled to object to the same.

15.16. The Purchaser agrees 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 as "**FSI Free Constructed Spaces**") by the concerned Authorities on account of such spaces so as to facilitate the recreation/ comfort of the purchasers. The

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terms of such arrangements shall be binding on the Purchaser and the Ultimate Organisation, subject to the following restrictions:

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- 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 Ultimate Organisation, the Ultimate Organisation 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.

15.17. 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 LAND UNDER CONSTRUCTION REIMBURSEMENT 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 15 (fifteen) 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 purchaser.
- 16.4. In case there is any surplus amount collected vis-à-vis the demand raised by the Authorities, the same shall be handed over to the Ultimate Organisation at time of handover of the affairs of the Ultimate Organisation.
- 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 15 (fifteen) days of the Company being informed by the Purchaser that such demand has been raised.
- 16.6. The Purchaser undertakes to pay to the Company, on or before the Date of Offer of Possession, the LUC for the period from commencement of construction till the Date of Offer of Possession as specified at Annexure 6 (Unit and Project Details). The Purchaser is aware that the LUC stated herein is 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**

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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 (Other Amounts Payable before DOP)** 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 / 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 permissible changes. If all changes made by the Purchaser are in adherence to permissible changes policy then the Building Protection Deposit shall be returned.

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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 15 (fifteen) days from the date of the said intimation at his cost and risk. In the event the Purchaser fails to do the same, then the Company shall get the same rectified at the cost and risk of the Purchaser. The Purchaser shall be solely responsible for all costs incurred in this regard, which shall be recovered from the Building Protection Deposit.

17.5. The Company /FMC shall be entitled to date the said cheque and deposit the same for recovery of the amount the Purchaser shall ensure that sufficient balance is maintained in the account and shall not close the said bank account or issue any instructions for stop payment, etc. The Purchaser hereto provides unconditional and irrevocable consent to the Company to insert date on the cheque, as per its sole discretion and the Purchaser has no objection to the same and waives all his rights to raise any objection in future. Further, in case any excess amounts are to be recovered from the Purchaser, the Company /FMC shall raise bills/invoices on the Purchaser and the Purchaser undertakes to pay the same within 15 (fifteen) 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 Organisation, 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 1.3029) on all the amounts, including the Consideration Value, Reimbursements, Maintenance Related Amounts, User Based Fees, City Infrastructure Charge, 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 to the Company by the Purchaser to the Company i.e. 14 (fourteen) days, from the date the Company issues 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 constitute a waiver of the same by the Company, unless specifically provided by the Company in writing.

20. **PURCHASER'S COVENANTS**

20.1. The Purchaser, for himself and with the intention to bring all persons into whatsoever hands the Unit may ~~be~~ hereby covenants and undertakes:

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a. To maintain the Unit at the Purchaser's own cost in good tenable 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 Organisation / 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:

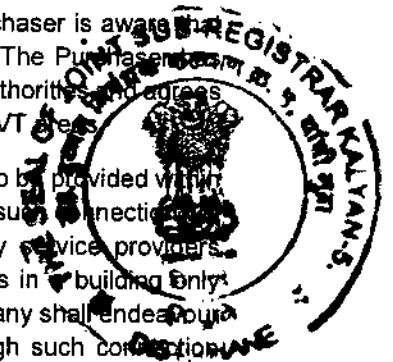
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- (i) Not carry out any additions or alterations in the Unit and, or, Building which affect the structure, façade and/or services of the units/wing (including but not limited to, not making any change or to alter the windows and/or grills provided 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 Organisation;
- (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, drains pipes in the Unit and appurtenant thereto in good tenable 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 Authority and agrees to raise no claim in relation to the manner of approval of the EBVT area.

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 shall 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 endeavor 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. In the event such Piped Gas Connection is not provided within the aforementioned period, any and all amounts paid by the Purchaser towards such Piped Gas Connection will be refunded to the Purchaser without any interest thereon ("Piped Gas Connection Charges"). The Purchaser agrees and acknowledges that on the refund of the Piped Gas Connection Charges, the Company will not have any further obligation or liability towards the Purchaser in this regard.



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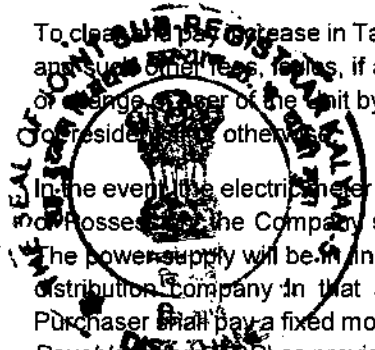
- e. The Purchaser shall ensure and cause the Ultimate Organisation to ensure that the Building is painted once every 5 (five) years from the Date of Offer of Possession and kept in good and proper condition.
- f. The Purchaser shall not store any goods which are of hazardous, combustible or of dangerous nature in the Unit, other than cooking gas, 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 Organisation / Federation.

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g. The Purchaser shall not carry or cause to be carried heavy packages on upper floors which may damage or is likely to damage the staircases, common passages or any other structure of the Building, including entrances of the Building. In case any damage is caused to the Building on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of such breach.

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

- i. 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.
- j. The Purchaser shall use the Car Parking Space only for purpose of parking the Purchaser's own vehicles.
- k. 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 refurbishing / major overhaul is done every 5 years, starting from Date of Offer of Possession.
- l. Not to put any claim in respect of the restricted amenities including open spaces, any space available for hoardings, gardens attached to other units or terraces and the same are retained by the Company as restricted amenities. The Purchaser is aware that certain parts of the Building shall be allocated for exclusive use of certain users/residents. 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.
- m. 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.
- n. 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.
- o. To clear all past dues in Taxes, development charges, water charges, insurance and such other fees, fines, 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 residential or otherwise.
- p. 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 (Other Amounts Payable before DOP) as provisional electricity charges to the Company for providing this supply. The Purchaser undertakes to make payment in advance of the



Amranda Sarker

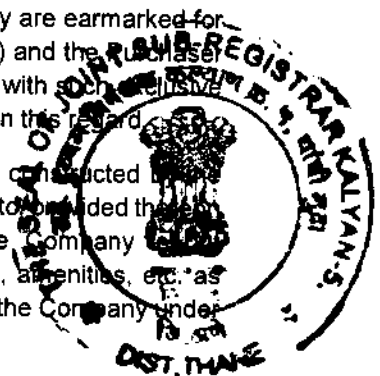
Amrita Swain

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provisional electricity charges for the first 4 (four) months from the Date of Offer of Possession. In the event the electric meter of the Unit is not installed within the aforesaid period of 4 months the Purchaser agrees and acknowledges that the Company shall, deduct such additional provisional electricity charges from the CAM Charges collected from the Purchaser per the terms of this Agreement.

- q. The Purchaser agrees and undertakes to and, or, cause the Ultimate Organization to, after the periods mentioned at **Annexure 6A (Other Amounts Payable before DOP)**, pay the City Linked Utility Charges to the Company and, or, the relevant Authority as the case may be on an actuals basis towards the common services catering to the Unit and, or, the Building, the maintenance of STP and the SWMP servicing the Unit and, or, Building. Such City Linked Utility Charges shall be paid in a form and manner prescribed by the Company and, or, the relevant Authority as the case may be.
- r. The Purchaser agrees and acknowledges that the Club is owned by the Company and will not raise any objections or make any claims with regards to the same. The Purchaser agrees and acknowledges that the Club is a paid for facility. Accordingly, the Purchaser agrees and undertakes to, after the periods mentioned at **Annexure 6A (Other Amounts Payable before DOP)**, make further payments towards the Club Usage Charges at the prevailing rates levied by the Company / FMC as the case may be, towards the membership, usage and upkeep of the Club, failing which the Company shall be entitled to suspend access to the Club.
- s. 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, as applicable, without obtaining the prior written approval of the Ultimate Organization of the Building and the Federation separately. Such approval shall not be unreasonably withheld but shall be subject to: (i) the OC in respect of the Unit having been received; (ii) all amounts payable by the Purchaser towards the Unit in terms of this Agreement, including Consideration Value, Reimbursements, Maintenance Related Amounts, User Based Fees, City Infrastructure Charge, having been paid fully and irrevocably; (iii) clearance of all payables, arrears and outstanding amounts towards CAM Charges and Maintenance Related Amounts; and (iv) the Purchaser not being in breach of any of the terms and conditions of this Agreement. The Purchaser further confirms that any document for sale/transfer/lease etc. which is entered into without obtaining the prior written approval of the Ultimate Organisation and the Federation, shall be void and shall not be binding on the Company.
- t. 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 residents' right to use the earmarked areas and waives any right or claim in this regard.
- u. 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.
- v. The Purchaser confirms that this Agreement is the binding arrangement between the Parties and overrides any other written and, or, oral understanding, including but not limited to, the application form, allotment letter, brochure or electronic communication of any form.
- w. Until the Building Conveyance/Federation Conveyance in favour of the Ultimate Organisation/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,



Handwritten signature: Anurag Paul

Handwritten signature: Amrita Sharma

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.

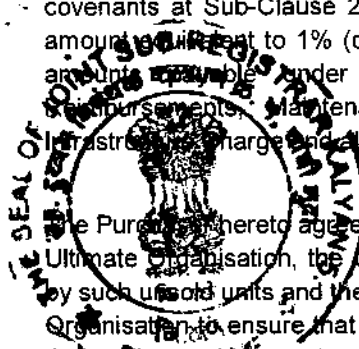
- x. The Purchaser agrees and undertakes to not, in any manner, impede and to prevent, to the best of his ability, all other purchasers of units in the Building and, or, Project from impeding, the ability of the Company or its representatives to enter into the Building and, or, the Project and, or, the 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, Reimbursements, Maintenance Related Amounts, User Based Fees, City Infrastructure Charge and all Indirect Taxes thereto, for every day that any such breach continues within 15 (fifteen) 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.

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- y. 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 Organisation 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 Organisation and, or, Federation. Where consents and, or, permissions may be required from the Ultimate Organisation and, or, Federation pursuant to any Applicable Law (illustratively, for electricity), the Purchaser shall cause the Ultimate Organisation 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 Organisation.

- z. 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 Organisation/Federation. In the event of a violation or breach of the covenants at Sub-Clause 20.1(y) and (z), 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, Reimbursements, Maintenance Related Amounts, User Based Fees, City Infrastructure Charge and all Indirect Taxes thereto for each month of delay caused.

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



Amrit Singh
Amrita Swain

bb. 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, Reimbursements, Maintenance Related Amounts, User Based Fees, City Infrastructure Charge and all Indirect Taxes thereto.

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cc. Upon and after handover of the management of the Building to the Ultimate Organisation, the Ultimate Organisation (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.

dd. 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 that of remittance of payment, acquisition/sale/transfer of immovable properties in India, etc. and provide the Company with such permission, approvals which would enable the Company to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other Applicable Law. The Purchaser understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, he shall be liable for action under the FEMA, as amended, from time to time. The Company accepts no responsibility/liability in this regard. The Purchaser shall keep the Company fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same, in writing, to the Company immediately and comply with necessary formalities, if any, under the Applicable Law. The Company shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Company shall be issuing the payment receipts in favour of the Purchaser only.

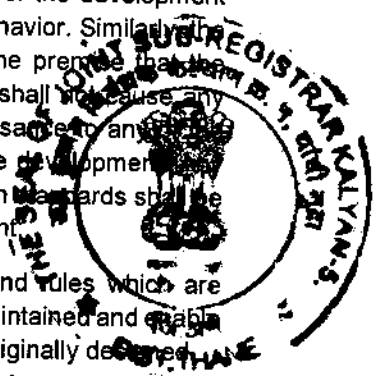
ee. The Purchaser is aware that various purchasers have chosen to buy unit(s) in the development with the assurance that the conduct of all users of the development shall be appropriate and in line with high standards of social behavior. Similarly, the Company has agreed to sell this Unit to the Purchaser 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 other purchasers in the project and/or the Company and/or the development. The 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.

ff. 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.

gg. 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**

Arunambhar Palkar -
Amrita Sawant



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.

Amrinder Palu
Aminder Sarda

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.

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26. **ENTIRE AGREEMENT**

26.1. The Parties agree that the Agreement, schedules, annexures and exhibits and any amendments thereto, constitute the entire understanding between the Parties concerning the subject matter hereof. The terms and conditions of this Agreement overrides, supersedes, cancels any prior oral or written all agreements, negotiations, commitments, writings, discussions, representations and warranties made by the Company in any documents, brochures, advertisements, hoardings, etc. and/or through any other medium hereinbefore agreed upon between the Company and the Purchaser which may in any manner be inconsistent with what is stated herein. This Agreement shall not be amended or modified except in writing signed by both the Parties.

27. **CONFIDENTIALITY**

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

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

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

- a. such disclosure is required by Applicable Law or requested by any statutory or regulatory or judicial/quasi-judicial Authority or recognized self-regulating Organisation 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.



A. K. Peshkar

Amrita Swain

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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)

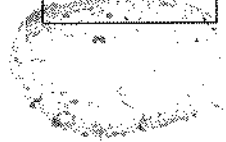
dated _____)

In the presence of:)

1. _____)

2. _____)

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SIGNED AND DELIVERED)

By the within named Purchaser)

Alexzander Patra)

Alexzander Patra



Amita Swain)

In the presence of:)

1. _____)

2. _____)

Amita Swain



Annexure 1

(Description of Larger Property)

All that pieces and parcels of (i) land bearing Survey No.260/1A admeasuring 2300 sq.mtr., Survey No.260/1B admeasuring 2200 sq.mtr., Survey No.260/2 admeasuring 6530 sq.mtr. and Survey No.260/3 admeasuring 3600 sq.mtr., situate, lying and being at village Hedutane, Taluka Kalyan, District Thane and (ii) land bearing Survey No.65/15A admeasuring 14650 sq.mtr., Survey No.65/15B admeasuring 14650 sq.mtr., Survey No.53/1 admeasuring 20450 sq.mtr. and Survey No.53/3 admeasuring 3450 sq.mtr. situate, lying and being at village Mangaon, Taluka Kalyan, District Thane totally aggregating admeasuring 67830 sq.mtr. or thereabout, together with the buildings/structures standing thereon and more particularly described in the Report on Title annexed hereto at Annexure 3 (Report on Title).

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Arunachal Patil -



Amrita Sawadeh.

Annexure 2

(Chain of Title)

1. Palava Dwellers Private Limited ("Palava") and Mr. Babusingh Rajguru and Mr. Rahul Deepak Lodha have *inter alia* purchased the lands comprised in the Property mentioned in the Report on Title annexed hereto under diverse Deeds of Conveyance.
2. By various Deeds of Conveyance, all dated 08.11.2012, executed in favour of Shri. Rahul Deepak Lodha, he became seized, possessed and absolutely entitled to the property bearing Survey No. 65/15A admeasuring 13500 sq.mtr., property bearing Survey No. 65/15A admeasuring 1150 sq.mtr., property bearing Survey No. 53/3 admeasuring 3450 sq.mtr., property bearing Survey No. 65/13 admeasuring 20450 sq.mtr., and property bearing Survey No. 65/15B admeasuring 14650 sq.mtr., or thereabouts, of Mangaon Village for valuable consideration and on such terms, covenants and conditions stated therein.
3. By various Deeds of Conveyance in favour of Shri. Babusingh Rajguru, he became seized, possessed and absolutely entitled to the property bearing Survey No. 260/1A admeasuring 2300 sq.mtr., property bearing Survey No. 260/2 admeasuring 6530 sq.mtr., property bearing Survey No. 260/1B admeasuring 2200 sq.mtr., and portion of property bearing Survey No. 260/3 admeasuring 1800 sq.mtr., or thereabouts of Hedutane Village for valuable consideration and on such terms, covenants and conditions stated therein.
4. By Deed of Conveyance dated 14/01/2016 executed and registered under Serial No. KLN1-461-2016 with Sub-Registrar Kalyan, Shri. Babusingh Rajguru (therein referred to as a 'Vendor') sold, conveyed, transferred and assured unto in favour of Palava Dwellers Private Limited (therein referred to as 'Purchaser'), property bearing Survey No. 260/A, 260/1B, 260/3 of Hedutane Village for valuable consideration and on such terms, covenants and conditions stated therein.
5. By Deed of Conveyance dated 30/03/2018 executed and registered under Serial No. KLN1-2913-2018 with Sub-Registrar Kalyan, Heerabai Vishwas Patil & Others (therein referred to as a 'Vendor') sold, conveyed, transferred and assured unto in favour of Palava Dwellers Private Limited (therein referred to as 'Purchaser'), remaining portion of the property bearing Survey No. 260/3 admeasuring 1800 sq.mtr., or thereabouts, of Hedutane Village for valuable consideration and on such terms, covenants and conditions stated therein.
6. By an Order dated 9th-11th January, 2018, the Bombay High Court sanctioned the Scheme of Amalgamation of Palava Dwellers Private Limited into Lodha Developers Private Limited, being the Company herein, effective from 11th January, 2018.
7. Fresh Certificate of Incorporation Certificate dated 14th March, 2018 for conversion of Lodha Developers Private Limited to Lodha Developers Limited.
8. Certificate of Incorporation dated 24th May 2019 for Change of Name of Lodha Developers Limited to Macrotech Developers Limited.

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Heerabai Patil

Amrita Surani

K. P. MAHAJAN

B.A.L.L.B.
ADVOCATE HIGH COURT

Office : 202, Ishan Building, M. Phule Road, Vishnu Nagar, Dombivli (W)
☎ : 0251 - 2497195 / Mobile : 9869997652

To
Mahs KERA,
Housefno Bhavan,
Plot No. C-21,
Bandra Kuria Complex,
Bandra (East),
Mumbai 400051.

Legal Title Report

Sub: Land comprising diverse Survey Numbers and Hissa Numbers which are fully described under the Schedule mentioned hereunder, lying being and situate at Village Hedutane and Mangaon, Taluka Kalyan and District Thane admeasuring in all 67,830 sq.mtrs or thereabouts in the registration district of Thane more particularly described in Schedule hereunder written ("the said Land")

- On the instructions of my clients, Macrotech Developers Limited (formerly known as Palava Dwellers Private Limited / Lodha Dwellers Pvt. Ltd. / Lodha Developers Limited) (hereinafter referred to as "Company"), Rahul Deepak Lodha ("RD") ("Purchaser/Developer"), I have investigated the Title of my clients to the said land, acquired by my clients from various individuals Landholders and their assigns, whose names are written in Column 'A' of Schedule mentioned hereunder ("Land Owners") against their respective land bearing various Survey Number/ Hissa Number with their admeasurements, detail whereof are mentioned in Column 'B' and 'C' of Schedule mentioned hereunder, lying being and situate in Village Hedutane and Mangaon, Taluka Kalyan and District Thane, in all admeasuring 67,830 sq.mtrs or thereabouts (being referred collectively as "the said land" hereto), by and under registered diverse purchase/acquisition documents with registration details mentioned in Column 'D' and 'E' of the Schedule hereto executed and registered by Land Owners with my clients as Purchaser/Developers mentioned in Column 'F' of Schedule mentioned hereunder.
- LIST OF DOCUMENTS REFERRED TO AND RELIED UPON:**
 - Revenue Record, i.e. 7/12 Extracts (Record of Rights) and 6/12 extracts (Mutation Entries) recorded thereon for the said land and verified devolution of title of the same to Land Owners.
 - Originals and/or Certified true copies (as the case may be) of the relevant documents viz. Deed of Conveyance, Development Agreements, Agreements for Sale and Powers of Attorney & other ancillary documents mentioned in the Column 'D' and 'E' executed and registered with concerned Sub-Registrar by

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K. P. MAHAJAN

B.A.L.L.B.
ADVOCATE HIGH COURT

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☎ : 0251 - 2497195 / Mobile : 9869997652

for Sale, Development Agreements, Conveyance Deeds, Powers of Attorney for Development and sale and any other documents (as shown in Column 'D' and 'E' of Schedule hereto) in respect of their individual land mentioned against their names in the Schedule hereunder written along with incidental documents such as letter of possession wherein Land Owners sold, conveyed and transferred their respective land in favour of Purchaser/Developer, as the case may be more particularly mentioned in column 'F' of Schedule herein.

- Pursuant to the said documents, the said Landowners have handed over possession of their respective land forming the part of the said land to the said Purchasers / Developers accordingly.
- With respect to the said land the names of Purchaser/Developer, have been entered on 7/12 Extracts/P R Card and on any other revenue records as Landowners in respect of their respective land acquired by them through the Conveyance / Development Agreement and other incidental documents referred in Column 'D' and 'E' of the Schedule hereto.

7. PERMISSION FOR ACQUISITION OF THE SAID LAND

- By Order dated 26/12/2007 (which has been renewed time to time, details of the same mentioned hereunder) issued by Executive Officer, Department of Revenue and Forest ("Department"), wherein the said department under section 63 (1A) of Sub-Section (1) of Bombay Tenancy and Agricultural Land Act, 1948 ("said Act") has granted permission to Lodha Dwellers Private Limited to buy Agriculture land for the purpose of development of Special Township Project on the terms and conditions mentioned therein. Pursuant to condition no.4 of the said order, the Lodha Dwellers Private Limited has paid the amount equivalent to 2% of the purchase price of the said land which was payable within a one month from the date of the said Purchase. Thus, permission under section 43 of the said Act for the aforesaid sale transaction of the said land has been waived off and further land consequently stands converted to Non-Agricultural use.
- By Order No. TNC-2707/PRA.KR.314/L-9 dated 26/12/2007 r/w revalidation letters dated 28/05/2008, 18/06/2009, 04/08/2010, 26/12/2011, 28/02/2014, 24/05/2014, 06/11/2015 and 20/04/2016, the Department of Revenue and Forest has granted permission under section 63 (1A) of Sub-Section (1) under Bombay Tenancy and Agricultural Land Act, 1948, as amended, to M/s. Lodha Dwellers Pvt. Ltd., for acquisition of Land in Talukas Kalyan, Ambernath and Thane in District Thane for the purpose of

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and between the Land Owners and Developer/Purchaser, wherein the Land Owners have sale and transfer their right, title and interest including development rights in their respective land forming the said land.

- Order No.TNC-2707/PRA.KR.314/L-9 dated 26/12/2007 and its revalidation from time to time upto Order No. TNC-2707/PRA.KR.314/L-9 dated 20/04/2016, 26/12/2007, 28/05/2008, 18/06/2009, 04/08/2010, 26/12/2011, 28/02/2014, 24/05/2014, 06/11/2015 and 20/04/2016 issued by the Competent Authority, Department of Revenue and Forest, under Section 63 (1A) of Sub-Section (1) of Bombay Tenancy and Agricultural Land Act, 1948 for acquisition of the said land by the Company for non-agriculture purpose by M/s. Lodha Dwellers Private Limited as Lodha Developers Limited.
 - permissions under Section 32G of Bombay Tenancy and Agricultural Land Act, 1948 for the acquiring/purchasing of the said land (Occupational Class-II Tenure) for and part of the said land by some of the Land Owners (Deemed Purchasers) as Protected Tenants eligible for the provision under section 43 of the said Act to protect their respective land by such Landholders / Owners.
 - Fresh Certificate of Incorporation Certificate dated 06/05/2014 for change of name of Lodha Dwellers Private Limited to Palava Dwellers Private Limited.
 - Order dated 09-11/01/2018 passed by National Company Law Tribunal (NCLT) in Company Scheme Petition No.896 of 2017 filed by Palava Dwellers Private Limited (Petitioner/1st Amalgamating Company) and Company Scheme Petition No.894 of 2017 filed by Lodha Developers Private Limited (Amalgamated Company)
 - Notification No. TPS1816/P.K.368/15/20(4)/NV-13 dated 26th December 2016 published in Official Gazette by Urban Development Department, Government of Maharashtra for Special Township Project for the notified area inter alia includes Kalyan.
 - Fresh Certificate of Incorporation Certificate dated 14/03/2018 for conversion of Lodha Developers Private Limited to Lodha Developers Limited.
 - Certificate of Incorporation dated 24th May 2019 for Change of Name of Lodha Developers Limited to Macrotech Developers Limited.
3. Upon the perusal of above referred Revenue Records, Documents, Notifications, Permissions and Court Orders of the said land, as well as on the basis of gathered information and explanation in respect of the same, in my view the said respective Landowners are Owners and owned, seized and possessed and/or well and sufficiently entitled to their respective land by inheritance and/or outright Purchase or by operation of law and Court Order or otherwise, as the case may be.
4. Those Landowners and / or their assigns have executed and registered with the concerned Sub-Registrar Office of Kalyan their separate and distinctive Agreements

development of Special Township Project subject to the terms and conditions set out therein.

8. Reorganisation and restructuring of Palava Dwellers Private Limited into Macrotech Developers Limited

- Pursuant to the Fresh Certificate of Incorporation dated 6th May 2014 consequent to change of name issued by Registrar of Companies, the name of the said Lodha Dwellers Private Limited has been changed to "Palava Dwellers Private Limited".
- By Order dated 09-11/01/2018 in Company Scheme Petition No. 896 of 2017 filed by Palava Dwellers Private Limited (Petitioner/1st Amalgamating Company) along with Company Petition No. 894 of 2017 filed by Lodha Developers Private Limited (Transferee) whereby the Palava Dwellers Private Limited was merged into amalgamated with Lodha Developers Limited (Company) of the said Order, on the terms and conditions stated in the Scheme of Amalgamation and as therein. By virtue of the said Order, the entire business and undertaking of Palava Dwellers Private Limited stand transferred to said Company (Transferee) as provided in Lodha Developers Private Limited. In the aforesaid Lodha Developers Private Limited has been entered to the said property as an absolute Owner thereof.
- Subsequently, Fresh Certificate of Incorporation dated 14/03/2018 consequent upon the conversion from Private Company to public Company was issued by Registrar of Companies under Section 10 of the Companies Act 2013 for the conversion of Lodha Developers Private Limited to Lodha Developers Limited. By reason whereof, the name of the said Palava Dwellers Private Limited has changed to Lodha Developers Limited with effect from 14/03/2018.

By a Certificate of Incorporation dated 24th May 2019, pursuant to the change of name under the provision of Rule 29 of Companies (Incorporation) Rules 2014 issued by Registrar of Companies, it is certified that name of the Company has changed from Lodha Developers Limited to Macrotech Developers Limited with effect from and on the date of the said Certificate.

9. Notifications

I note that Notification No. TPS1816/P.K. 368/15/20(4)/NV-13 dated 26/12/2016 published in Official Gazette by Urban Development Department, wherein Special Township Project has been replaced by Integrated Township Project specifically for the notified area inter alia includes Thane under provision of MRTP Act, the said notification provides for certain special concessions such as NA Permission, stamp duty, development charge, relaxation under Bombay Tenancy and Agricultural Land Act and Ceiling Limit for holding land etc. Pursuant to N.A. permission, it states that land under approved Master Layout Plan shall be considered as Deemed N.A. no

K. P. MAHAJAN

B.A.L.L.B.

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separate permission shall be required under the provisions of Maharashtra Land Revenue Code, 1966 and be assessed accordingly.

10. Mortgage

The said land is not subjected to any mortgage and is free of all encumbrances of any nature whatsoever.

11. Litigation

It appears from that a Writ Petition No. 29878 of 2019 has been filed before the Hon'ble Bombay High Court by Macrotech Developers Limited against Kalyan Dombivli Municipal Corporation & Others, and the said writ Petition is pending before High Court.

12. Miscellaneous

On perusal of the Village Extract form 7/12 (Record of Rights) in respect of the said land, I observed that the names of Purchaser/Developer, recorded thereon I understand that land records is so far not mutated in the name of Macrotech Developers Limited. The Tenure of the said land is shown as Occupancy Class-I in the 7/12 Extract of the said land.

13. Conclusion

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On the basis of investigation and reliance on representation by my client and subject to all that stated hereinafter, I am of opinion that all Palava Dwellers Private Limited to all that stated hereinafter, I am of opinion that all Palava Dwellers Private Limited Hedurane, Taluka Kalyan, Dist. Thane as absolute Owners and as the thereof with all the rights and benefits thereon, of the same, of Shri Rahul Deepak Lodha and bearing Survey No. 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100 and 65/15B of Village Sangli, Taluka Kalyan, Dist. Thane as absolute Owners thereof with complete development rights in respect of the same;

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THE SCHEDULE ABOVE REFERRED TO :
 (Description of the Hedutane Property)

Sr. No	Name of the Original Land Owner	Survey No./ Hissa No.	Area	Nature of Document	Registration No. & Date	Name of the Purchaser / Developer			
	(A)	(B)	(C)	(D)	(E)	(F)			
1	Vicky Ramesh Patil	260/1A	3300	Conveyance Deed	KLNI-7468-2013 31/10/2013	Babusingh Rajguru			
				Power of Attorney	405/2013 31/10/2013				
				Conveyance Deed	KLNI-461-2016 14/01/2016	Palava Dwellers Private Limited			
2	Lakshmi Ramji Bhour & Others Heerabai Vishwas Patil & Others	260/3	3670	Development Agreement	KLNI-8198-2014 12/11/2014	Babusingh Rajguru			
				Power of Attorney	KLNI-8199-2014 12/11/2014				
				Conveyance Deed	KLNI-422-2015 12/01/2015	Babusingh Rajguru			
				Conveyance Deed	KLNI-461-2016 14/01/2016	Palava Dwellers Private Limited			
				Development Agreement	KLNI-9332-2017 25/09/2017	Palava Dwellers Private Limited			
				Power of Attorney	KLNI-9333-2017 25/09/2017				
				Consent Deed	KLNI-10970-2017 20/11/2017				
				Power of Attorney	KLNI-10971-2017 20/11/2017				
				Conveyance Deed	KLNI-2913-2018 30/03/2018	Palava Dwellers Private Limited			
3	Jahnu Janu Patil & Others	260/1B	2200	Agreement for Sale	KLNI-7469-2013 31/10/2013	Babusingh Rajguru			

K. P. MAHAJAN

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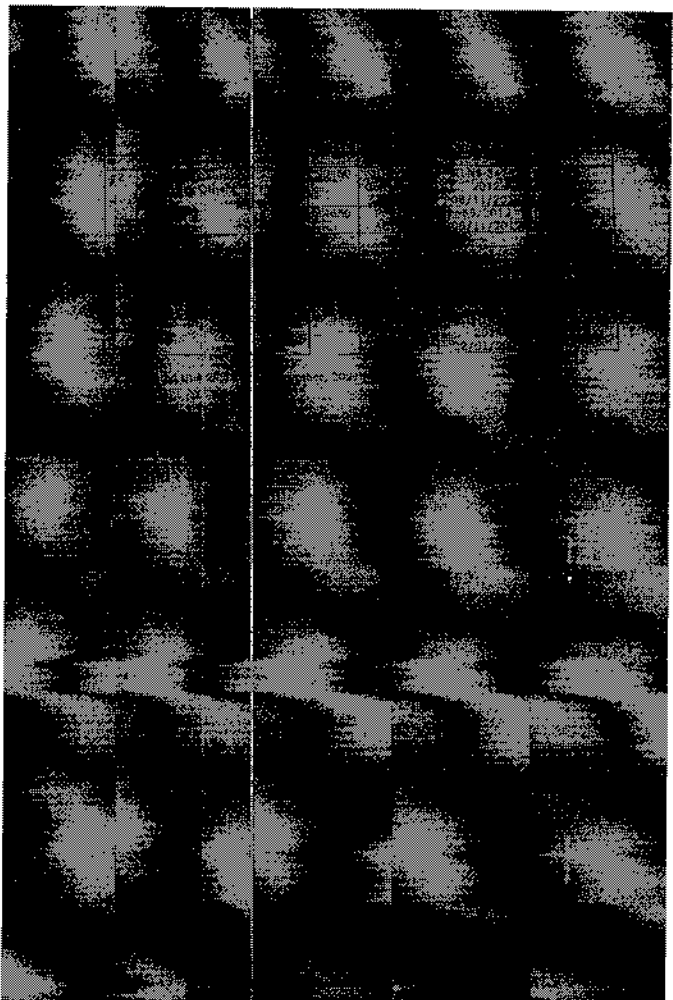
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				Power of Attorney	406/2013 31/10/2013	
				Deed of Conveyance	KLNI-4773-2014 25/06/2014	Babusingh Rajguru
				Declaration	KLNI-6804-2014 10/09/2014	
				Power of Attorney	KLNI-6805-2014 10/09/2014	
				Conveyance Deed	KLNI-461-2016 14/01/2016	Palava Dwellers Private Limited

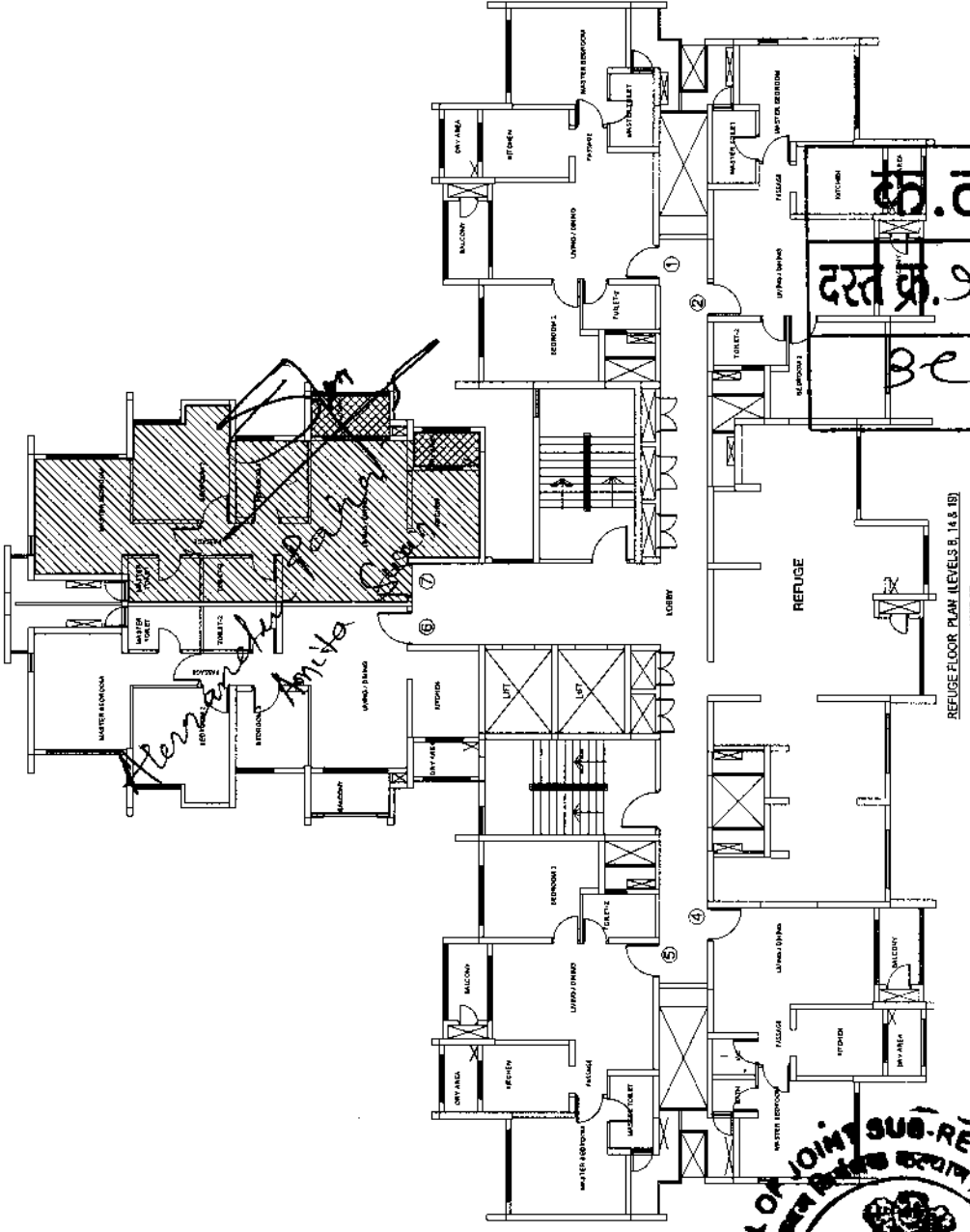
4	Manglya Chahu Bhour & Others	260/2	6530	Deed of Conveyance	KLNI-7740-2016 10/11/2016	Babusingh Rajguru
				Conveyance Deed	KLNI-461-2016 14/01/2016	Palava Dwellers Private Limited

Description of the Mortgage

Sr. No	Name of the Original Land Owner	Survey No./ Hissa No.	Area	Nature of Document	Registration No. & Date	Name of the Purchaser / Developer
(A)	(B)	(C)	(D)	(E)	(F)	(G)
1	Ramesh Kotari Patil and others	65/15A	1450	Deed of Conveyance	KLNI-3478-2012 08/11/2012	Rahul Deepak Lodha
				Power of Attorney	32/2012 08/11/2012	
				Deed of Conveyance	KLNI-3481-2012 08/11/2012	Rahul Deepak Lodha

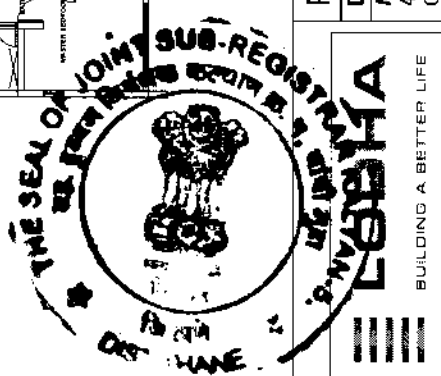


ANNEXURE - 5



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PALAVA, DOMBIVALI Developers Macrotech Developers Limited 412, Floor- 4, 17G Vardhaman Chamber, Cawasji Patel Road, Horniman Circle, Fort, Mumbai-400001	CASA FORESTA NOTE Plan not to the scale. For accurate measurements of Carpet Area, please refer to the actual drawings showing unfurnished surfaces and any finishes. Carpet area may vary by +/-3% on account of construction or design tolerances.	REFUGE FLOOR PLAN (LEVELS B, 14 & B9) UNIT 07
WING: D NORTH	LEGEND 	ARCHITECT ARCHITECT HAFEZ CONTRACTOR 28 ANK STREET, FORT, MUMBAI 400023 TEL: 2266 1920
FLOOR 14 FLAT NO/1407	ARCHITECT HAFEZ CONTRACTOR 28 ANK STREET, FORT, MUMBAI 400023 TEL: 2266 1920	

Annexure 4

No.	Approval/Document	Date of Document	Document Ref No.	Issuing Authority
1.	Approval for establishment of Integrated Township Project	12 th January 2022	Outward No.ITP/Antarli, Khoni & Ors/ Sector O/ Asst Director Thane/88	Collector's Office, Thane

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Arunachal Patel

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Amrita Suresh

Annexure 6

(Unit and Project Details)

- (I) **CUSTOMER ID** :2213742
- (II) **Correspondence Address of Purchaser:** New Mahada Building, Flat E1-1305 Mill Road
Chunabhatti Mumbai 400022 Maharashtra India
- (III) **Email ID of Purchaser:** alexzanderpatra108@gmail.com
- (IV) **Unit Details:**
- (i) Development/Project : FORESTA C, D AND G
 - (ii) Building Name : FORESTA
 - (iii) Wing : D
 - (iv) Unit No. : D-1407
 - (v) Area :

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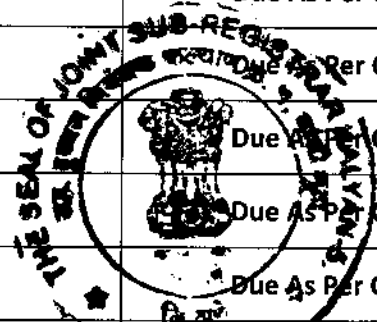
	Sq. Ft.	Sq. Mtrs.
Carpet Area	702	65.22
EBVT Area	57	5.30
Net Area (Carpet Area +EBVT Area)	759	70.52

(vi) Car Parking Space Allotted: 1

(V) **Consideration Value (CV):** Rs. 72,33,431/- (Rupees Seventy-Two Lakh Thirty-Three Thousand Four Hundred Thirty-One 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	99,000	27-01-2022
2	Booking Amount II	2,62,672	27-01-2022
3	Booking Amount III	10,85,014	15-02-2022
4	On initiation of Plinth	7,59,510	Due As Per Construction
5	On initiation of RCC works for Level 01	6,14,842	Due As Per Construction
6	On initiation of RCC works for Level 06	9,04,179	Due As Per Construction
7	On initiation of RCC works for Level 11	9,04,179	Due As Per Construction
8	On initiation of RCC works for Level 16	9,04,179	Due As Per Construction
9	On initiation of RCC works for Level 20	9,04,179	Due As Per Construction
10	On initiation of Brick work	2,89,337	Due As Per Construction
11	On initiation of Plumbing Works	2,89,337	Due As Per Construction
12	On date of offer of Possession	2,17,003	Due As Per Construction



Alexzander Patra

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Amiya Sharma

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 herein above 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 and immediately upon the same being demanded by the Company.	
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(VII)	The number of family members eligible for club membership are:

The number of family members eligible for Club membership and Sports Complex memberships are subject to the payment of the Club Usage Charges in terms of this Agreement are, are: Configuration of Unit	No. of members
1 BHK	4
2 BHK	5
3 BHK	5
4 BHK or larger	6

(VIII) **Date of Offer of Possession:** 31-03-2024, subject to additional grace period of 18 (eighteen) Months and any extension as may be applicable on account of the provisions of Clause 10.4.

(IX) **Project Details:**

- 1) Project Name: FORESTA C, D AND G
- 2) RERA Registration Number: P51700032683
- 3) No. of Buildings: 3



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Amita Swani

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Annexure 6A
(Other Amounts Payable before DOP)

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- (1) **Reimbursements:** Payable on/before the Date of Offer of Possession* (If Any):
1. **Electricity Deposit Reimbursement:** Rs. 4,400/- (Rupees Four Thousand Four Hundred Only) towards provisional amount of reimbursement of deposit paid to Electricity Supply company on the Purchaser's behalf. The benefit of the said deposit shall stand transferred to the Purchaser when meter is transferred to the Purchaser's name.
 2. **Connection and related expenses:** Rs. 90,750/- (Rupees Ninety Thousand Seven Hundred Fifty Only).
 3. **Share Money:** Rs.600/- (Rupees Six Hundred Only).
- (2) **Maintenance Related Amounts:** Provisional amounts (subject to actuals) payable on/before the Date of Offer of Possession:
- (1) **CAM Charges:** (a) Rs.57380/- (Rupees Fifty Seven Thousand Three Hundred Eighty Only) covering period of 18 months from DOP and (b) **City Linked Utility Charges:** Rs 10930/- (Rupees Ten Thousand Nine Hundred Thirty Only) covering period of 18 months from DOP.
 - (2) **Property Tax (Estimated):** Rs.1366/- (Rupees One Thousand Three Hundred Sixty Six Only) covering period of 18 months from DOP.
 - (3) **Building Protection Deposit:** Undated cheque of Rs.NA/- (Rupees NA only) towards Building Protection Deposit which shall be encashed only if there is violation of guidelines in respect of execution of fit outs/interior works.
- (3) **User Based Fees:**
- (1) **Internal Bus Services Fee:** Rs.21000/- (Rupees Twenty One Thousand Only) for a covering period of 60 months from DOP.
 - (2) **Parking Area Maintenance Fee:** Rs.9000/- (Rupees Nine Thousand Only) covering period of 60 months from DOP.
 - (3) **Club Usage Charges:** (a) **Club Fee:** Rs.24000/- (Rupees Twenty Four Thousand Only) for a membership period of 60 months from DOP; and (b) **Sports Complex Fee:** Rs.21000/- (Rupees Twenty One Thousand Only) for a membership period of 60 months from DOP.
 - (4) **City Infrastructure Charge:** Rs.107160/- (Rupees One Lakh Seven Thousand One Hundred Sixty Only) covering period of 60 months from DOP.

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



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List Of Amenities for Premier (Casa Foresta & Fiora).**LIST OF AMENITIES FOR LEGAL/ AGREEMENT PURPOSE**

Amenities for 1 BHK, 2 BHK, 2BHK ULTIMA & 3 BHK OPTIMA

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Apartment:

1. Air-conditioned bedrooms.
2. Marbital** flooring for living, dining & passage.
3. Kitchen with granite platform, stainless steel sink and vitrified tile flooring.
4. Toilets finished with CP fittings from Jaquar/Kohler/Isenberg** & sanitary ware from toto/Roca**.
5. Provision for telephone, data and TV connectivity^
6. Selected apartments with Private Gardens a Ground floor.

Building:

1. Entrance lobby
2. 2 elevators (including one stretcher elevator)
3. Standard firefighting system.
4. DG power back up for common area lighting, elevators and water supply system.
5. Provision for Fibre optic (FTTH) and Direct to Home TV (DTH) connectivity providing internet access^
6. Multi-tier security system with:
 - a. Intercom for each residence
 - b. Access controlled entrance lobby at Ground floor- through swipe card/biometric access
 - c. CCTV monitoring of entrance lobby

Neighbourhood Amenities:

1. School*
2. Temple
3. Clubhouse facilities with:
 - a. Gymnasium
 - b. Café
 - c. Indoor Games area
 - d. Party Hall
 - e. Swimming Pool
4. Outdoor Play court.

**City level Amenities (As part of Palava City)**

Access to infrastructure^ spread across Palava city, including:

1. Olympic Sports Centre (facilities for swimming, tennis, badminton, etc.)
2. Lakeside Park
3. Waterfront Promenade
4. Retail Outlets

** or equivalent

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Amrita Swain

^ On chargeable basis

%%- with 150 mm upstand from finished floor level

% - curriculum and school operator may be changed as per discretion of school management; admissions open for external students and residents as per criteria defined by school management

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Amarinder Pabha

Ameta Seema



Annexure 8

(Special Conditions)

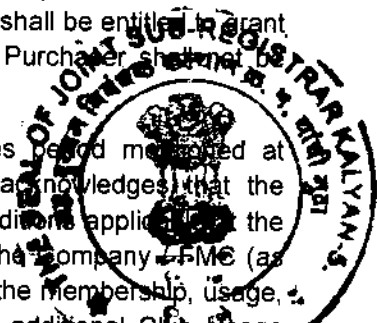
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Notwithstanding anything stated elsewhere in the Agreement or otherwise, the Purchaser agrees that the following terms shall be applicable to the Purchaser. It is specifically understood by the Purchaser that where any of these terms conflict with, or, are contrary to any other provisions in the Agreement, the terms set out below, shall supersede and prevail.

The Purchaser confirms, agrees and acknowledges that the sale of the Unit to the Purchaser and Consideration Value and all other amounts payable by the Purchaser under this Agreement, including, but not limited to, Reimbursements, Maintenance Related Amounts, User Based Fees, City Infrastructure Charge and all Indirect Taxes thereto has been determined and agreed between the Parties based on acceptance of the Purchaser of the terms and conditions set out in this Agreement, including without limitation, the Special Conditions set out herein below.

Sports Complex and Internal Bus Services

1. The Purchaser agrees and acknowledges that the Purchaser shall be entitled to amenities and facilities offered by the Company in accordance with the terms set out below:
 - a. The Purchaser is aware that the Purchaser is entitled to utilize the sports complex which has facilities for swimming, football, tennis, badminton, etc., which has been constructed on the Larger Property and is owned and managed by the Company, either directly or through a nominee which may include the FMC or such other person appointed for the operation and maintenance of the same ("**Sports Complex**"). The Purchaser agrees and acknowledges that the Sports Complex can only be used by the Purchaser upon executing the relevant membership forms and documents (as the case may be) to become a member of the Sports Complex and making regular and timely payment of the Club Usage Charges in terms of and the manner as set out at **Annexure 6** (Unit and Project Details).
 - b. The Purchaser is aware and acknowledges that the Company and, or, the relevant authority has provided bus / other transport services within the Larger Property ("**Internal Bus Services**"), and the Purchaser has accordingly agreed to and undertaken to pay the Internal Bus Services Fee as set out at **Annexure 6** (Unit and Project Details) for the facilitation and maintenance of the said Internal Bus Services. Further, the Purchaser specifically agrees and acknowledges that the Internal Bus Services Fees shall be subject to revision every 12 (twelve) months after the Date of Offer of Possession by 5% (five per cent) per annum, or such other percentage based on actuals.
2. The Purchaser agrees and acknowledges that the Sports Complex does not form part of the Common Areas and Amenities and it shall always be and shall remain the property of the Company and Company may, at its discretion, transfer the Sports Complex to the Ultimate Organisation / Federation. Parties further agree that the Company / FMC shall be entitled to grant membership rights to any other person(s) as it may deem fit and the Purchaser shall not be entitled to object to the same.
3. For avoidance of doubt, after the expiry of the Club Usage Charges period mentioned at **Annexure 6** (Unit and Project Details), the Purchaser agrees and acknowledges that the Purchaser shall be obliged to renew the membership, on terms and conditions applicable at the time of such renewal and execute such additional documents and pay the Company / FMC (as the case may be), the Club Usage Charges, at prevailing rates, towards the membership, usage, maintenance and, or, upkeep of the Club, Sports Complex, etc. Such additional Club Usage Charges shall be paid in the form and manner prescribed by the Company / FMC, failing which the Company/ FMC shall be entitled to suspend access to all such facilities offered and the Purchaser shall not be entitled to avail the Sports Complex facilities and, or, utilize the Club, as the case may be.
4. The Purchaser agrees and understands that the obligations, prescriptions and terms at Clause 20.1(r) of the Agreement, shall apply equally to the Internal Bus Services offered on the Larger Property, at all times.
5. The Purchaser also agrees and undertakes that the entitlement, prescriptions, obligations and terms at Clause 20.1(r), shall apply equally to the Sports Complex and usage thereof shall, at all times be subject to adherence of the terms and conditions set out therein.



Atar zameen *Paku* *Ameta* *Sudain*

Parking Area Maintenance

6. In addition to the provisions with respect to Parking Spaces as set out at Clause 8 of the Agreement, the Purchaser agrees and acknowledges that the Purchaser shall pay to the Company / FMC and/or relevant Authority (as the case may be), such amounts as set out at **Annexure 6** (Unit and Project Details) as may be applicable towards the maintenance and upkeep of the parking structure ("**Parking Area Maintenance Fee**"). Such amounts payable will be proportionate to the number of Parking Spaces allocated to the Purchaser. The Purchaser agrees and acknowledges that failure to pay such amounts will lead to suspension of the Parking Spaces. Further, these charges are subject to the revision every 12 (twelve) months after the Date of Offer of Possession by 5% (five 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 Ultimate Organization / Federation (as the case may be) and the FMC.

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7. Definitions
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7.2 Palava City

"City Infrastructure Charges" or "CIC" shall mean the charges payable by the Applicant for maintenance of all Common Areas and Amenities in respect of the Larger Property / Palava City.

"Palava City" shall mean the city being developed by the Company on pieces and parcels of lands including the Larger Property under various development control regulations including special township scheme and mega city scheme.

- 7.3 "Palava City Management Company" or "PCMC" shall mean a nominee appointed to maintain, manage, service and supervise the infrastructure of the Palava City including city management, civic governance, city club house and the related infrastructure. All references to "FMC" in this Agreement will be read and construed as a reference to PCMC.

Palava City Management Company

8. The Purchaser is aware that the Unit, the Building and the Project shall form part of the Palava City. The Purchaser agrees and confirms that for the maintenance and management of the Project / Larger Property / Palava City, the common areas and amenities (i.e. all areas outside the Building footprint and an area of 3-6 meters from the Building perimeter (as may be determined by PCMC)), of the Palava City shall be undertaken by the PCMC for a duration of 60 (sixty) months from the date of OC of the first building in the Project Thereafter, the arrangements shall be as mutually agreed between PCMC and the Project's Federation. PCMC shall have no obligation to continue maintenance and management of the said common areas at the end of the aforesaid 5 (five) year period unless otherwise mutually agreed.
9. The Purchaser hereby confirms and acknowledges that PCMC's On-Boarding Guide ("**On-Boarding Guide**") have been read and understood by the Purchaser and agrees to be bound by and to comply with the provisions of the On-Boarding Guide. The Purchaser further agrees that all future changes, made in accordance with the provisions of the On-Boarding Guide, shall be binding on the Purchaser (including all successors in title) as well as any tenant / lessee / agents of the Purchaser.
10. The PCMC shall formulate the rules and regulations in an endeavour to ensure that the habitants of the Project / Palava City enjoy a safe, secure and hassle free lifestyle and the long term value of the Unit / Building / Project is enhanced. The Purchaser hereto agrees and acknowledges that such rules and regulations shall be applicable to all residents / habitants / owners of units / Project / Palava City and hereby irrevocably agrees to abide by all such rules and regulations and shall not challenge any such rules and regulations. In case of any difference or disputes arising in relation to the interpretation of rules and regulations as well as compliance of the rules and regulations, the same shall be referred to the PCMC's governing council and its decision shall be final and binding on the parties concerned. The Purchaser agrees and undertakes to cause the Ultimate Organization to be bound by the rules and regulations that may be framed by the PCMC from time to time. The Purchaser along with the other Purchasers in the Building shall undertake and cause the Ultimate Organization to ratify the appointment of PCMC as aforesaid.
11. The Purchaser is aware that PCMC shall be authorizing and entitled to charge, receive and collect from the respective Purchasers of the units (including the Purchaser herein) and / or the Ultimate Organization, CIC, other contributions, charges, fees, cost and expenses, as may be required in relation to the development of infrastructure and its maintenance within Palava City. The Company may by itself or through one or more external nominee/s appointed by it undertake the maintenance, management, supervision and servicing of the common amenities and facilities

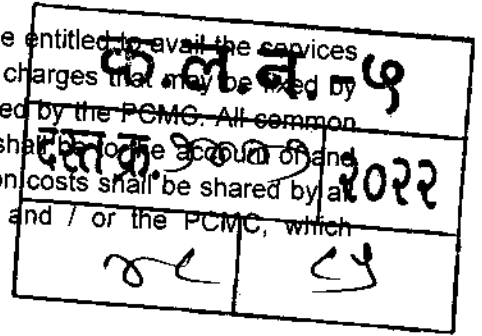
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as well as general management and supervision of the Project and the Palava City. The Purchaser agrees not to object at any time to the appointment of such nominee/s appointed for the maintenance, management, servicing, supervision and overall control as aforesaid.

12. The Purchaser along with the other Purchasers of the units shall be entitled to avail the services to be provided or arranged by or through the PCMC at the costs, charges that may be fixed by the PCMC and in accordance with the terms and conditions imposed by the PCMC. All common costs, charges and expenses that may be claimed by the PCMC shall be for the account of and borne by the Purchasers of the units in the Building. These common costs shall be shared by all the Purchasers on pro-rata basis determined by the Company and / or the PCMC, which determination shall be binding on the Purchaser.

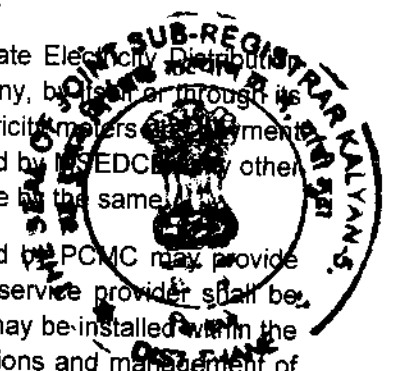


City Infrastructure Charges

13. The Purchaser shall, on demand, make the payment of the estimated City Infrastructure Charges ("CIC") for the first 60 months on or before the Date of Offer of Possession as set out in **Annexure 6** (Unit and Project Details).
14. The CIC shall become payable from the CAM Commencement Date. The CIC shall continue to be payable by the Applicant / Ultimate Organization to the PCMC, quarterly in advance, even after the management of the Building is taken over by the Ultimate Organization. Thereafter, the Purchaser shall be obliged to pay the CIC in advance on / before the 1st day of each month / quarter.
15. The Purchaser is aware that the CIC stated hereinabove are provisional and based on estimates at the time of sales launch of the development. The right to set the City Infrastructure Charges rests solely with the PCMC and is subject to escalation by 10% (ten per cent) every year.

Utility Provision

16. The Purchaser hereto agrees and acknowledges that the Company shall enter into contracts with third parties to provide various services such as electricity supply, water supply, water / sewage recycling / treatment and supply, gas supply, garbage handling, security services, medical services, housekeeping, sewage network management, traffic management, emergency services and other general operations in respect of Palava City (and / or lay related infrastructure thereto) to the residents of the Project on the terms and conditions contained therein. The Company reserves the absolute right to conduct all (re)negotiations and finalize terms in this regard. The terms and conditions of such contracts shall be binding on all residents / citizens of the Project and all residents / Purchaser / Ultimate Organisations shall adhere to the same without raising any dispute thereto. The Purchaser has no objection to the above and waives all his rights to raise any objection.
17. The Company shall ensure that any share of revenue / profits paid by the third parties under such contracts are paid directly to PCMC and are used for activities related to the development and up-gradation of the Project and these monies are not used for any other purpose. The Purchaser has no objection to the above and waives all his rights to raise any objection.
18. The Purchaser hereto agrees and acknowledges that Maharashtra State Electricity Distribution Company Limited ("MSEDCL") / any other electricity distribution company, by itself or through its franchisee, will be supplying electricity for the Palava City and the electricity meters and payments of electricity charges shall be as per the terms and conditions prescribed by MSEDCL or other electricity distribution company and the Purchaser hereto agrees to abide by the same.
19. The Company and / or PCMC and / or any service provider appointed by PCMC may provide water or gas supply for the Project and the Company and / or such service provider shall be entitled to (i) decide the type of meters and payment methodology that may be installed within the Project and (ii) frame all the rules and regulations regarding the operations and management of water and gas supply in the Project including the units as well as the common areas. The Purchaser agrees and acknowledges to cause the Ultimate Organization to abide by all such rules and regulations as framed by Company and / or PCMC and / or any service provider appointed by PCMC and such rules and regulations shall be final and binding on the Purchaser and hereby waives all his rights to raise any objection in that regard.
20. The Company and / or PCMC and / or any service provider appointed by PCMC will levy charges for potable water, and gas consumption as per the prevailing market rates and the Purchaser shall make payment for the same, without delay or demur. The Purchaser is aware that making timely payment for usage of these and / or related utilities is of paramount importance since the functioning of the entire development would be affected on account of non-payment by even a



Arunachan Patil



Amrita Swaraj

small number of Purchasers. The Purchaser agrees and confirms that any default in payment, subject to grace period of upto 30 days, shall inter-alia result in disconnection of the concerned services and the Purchaser agrees to not raise any objection to the same on humanitarian or similar grounds.

21. The Purchaser agrees not to install television antennas, radio transmitting and receiving antennas or satellite dishes without prior consent from the Company and / or the PCMC. The Company shall appoint a nominee to provide cable / DTH service in the city at market competitive prices. The Purchaser agrees not to object at any time to the appointment of such nominee/s appointed for the management, operations, maintenance and overall control as aforesaid.

Facility Management Company and Applicability of Certain Clauses,

22. The Purchaser agrees and acknowledges that certain clauses in the Agreement shall be read in conjunction with the provisions set out below:

क.ल.न. - ५
दस्त क्र. ५०४/२०२३

The Purchaser agrees and understands that in addition to the provisions set out at Clause 15.9, failure on the part of the Purchaser and, or, any delay or default in payment of the amounts under Clause 15.5 by the Purchaser shall constitute a breach of the terms of the Agreement and shall lead to suspension of access not only to the Club, but the Sports Complex as well and all other facilities provided by the Company/Ultimate Organisation till such time all due amounts are paid together with interest for the period of delay in payment.

24. The Purchaser agrees and understands that the entitlement, prescriptions and terms at Clauses 15.12, 15.13, 15.14 and 15.15, shall apply equally to the Sports Complex and usage thereof shall, at all times, be subject to the payments being made by the Purchaser towards the Club Usage Charges in terms of this Agreement and the execution of membership forms and, or, any other documents prescribed by the Company.



Arunachal Patil

Amita Suresh

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Annexure 9
(Purchaser Notice of Termination)

क.ल.न.-५	
दस्त क्र. १०००	२०२२
५०	५ [dated]

To,

[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]



Alexander father
Ameta Suran.

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क.ल.न.-५	
दस्त क्र. ५७७७	२०२२
५७	५

CONGRATULATIONS

Dear Customer,

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

Budget Bonanza shall be given to you towards payment of stamp duty at the time of booking (or within 21 days thereafter)

Project : Lodha Codename Premier

Application No : 100187

Date of Application : 14/12/2021

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

Prashant Bindal

Prashant Bindal
Chief Sales Officer

Alexander Patra

Signature of
Primary Applicant

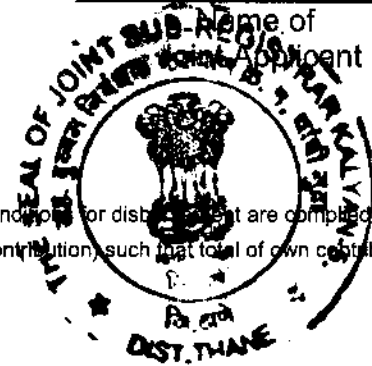
Amrita Swain

Signature of
Joint Applicant

Alexander Patra

Name of
Primary Applicant

Amrita Swain



Terms & Conditions:

* After minimum payment of 19.9% of CV OR after home loan (HL) is sanctioned and all conditions for disbursement are complied with (excluding the amount that will be contributed by Company towards Stamp Duty or Own Contribution), such that total of own contribution + 1st HL disbursement will be min. 19.90%; ^ 0 CAM/FCAM/CGF;

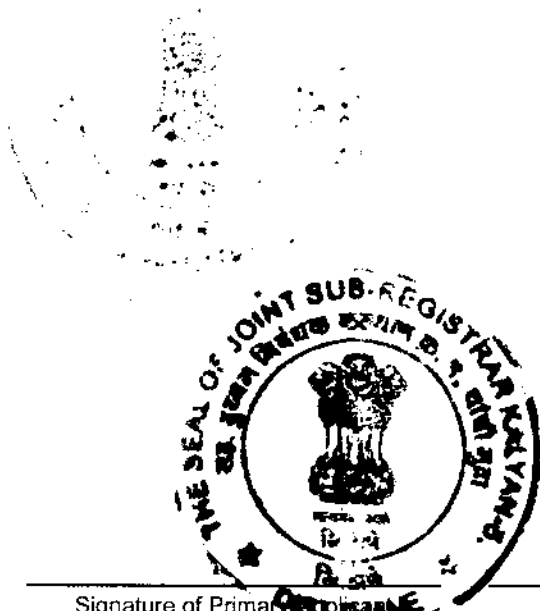
Signature of Primary Applicant

Signature of Joint Applicant

Signature of Sales Manager

By availing of this Budget Bonanza, the Purchaser(s) confirms that he/she/they/it shall repay the amount of benefit that they have received under Budget Bonanza, along with interest thereon @ 18%p.a. with quarterly rest, to the Company in the event of cancellation (regardless of whether cancellation initiated by Purchaser or Company). Further, the Purchaser(s) expressly authorizes the company to claim/adjust such amount from the amounts paid by the Customer - any such repayment/adjustment shall be in addition to any other amounts that are recoverable/payable by the Customer in the event of cancellation.

क.ल.न.-५	
दस्त क्र. १४४७	२०२२
५२	५



Signature of Primary Applicant

Signature of Joint Applicant

Signature of Sales Manager



महाराष्ट्र शासन
नगर रचना आणि सुव्यवस्था विभाग
ठाणे शाखा

जिल्हाधिकारी कार्यालय इमारत, ३१ मजला, कोर्ट नाका, ठाणे (प) - ४०० ६०१
ई मेल: adp@maharashtra.gov.in / adp@nagar@gmail.com टेलिफोन क्रमांक: ०२२-२४२४२४४
जा.क्र. एकात्मिक नगर वसाहत/पौ. अंतर्ली, खोणी व इतर/८८ दिनांक: १२/०७/२०२२
सेक्टर "ओ" / ससठाणे/

प्रति,
मॅक्रोटिक डेव्हलपर्स लि.,
मुंबई.

विषय :- बांधकाम परवानगीबाबत (सेक्टर ०) (पल्लाक -२)
मौजे अंतर्ली, खोणी, हेदुटणे, कोळे ता.कल्याण आणि मौजे उंब्रोली, ता. अंबरनाथ तसेच मौजे धारिवली, काटई, कोळे व माणगाव, ता. कल्याण, जि.ठाणे, या एकात्मिक नगर वसाहत मधील मौजे हेदुटणे व माणगाव यातील स.म. गट नं. / सि.स.क्र. १९/२अ, १९/२ब, १९/३ व इतर, एकूण क्षेत्र ३७९०९.०७.३८ चौ.मी. यामध्ये बांधकाम परवानगी मिळणेबाबत.

संदर्भ:-

- शसन. नगर विकास विभागाची अधिसूचना (LC) क्र. टिपीएस-१२१३/१९६/प्र.क्र.२८९/१३/नवि-१२, दि. ०३.०३.२०१४,
- जिल्हाधिकारी, ठाणे यांचे (LOI) इरादा पत्र क्र. महसूल/कक्ष-१/टे-७/विनवप्र/कावि-१५८०२/१४, दि. २५.३.२०१४,
- नगर विकास विभागाची अधिसूचना (LC) क्र.टिपीएस-१२१३/१९६/प्र.क्र.२८९/१३/नवि-१२, दि. २२.८.२०१४,
- जिल्हाधिकारी, ठाणे यांचे (LOI) इरादा पत्र क्र. महसूल/कक्ष-१/टे-७/विनवप्र/कावि-४०२२१/१४, दि. १५.९.२०१४,
- नगर विकास विभागाची अधिसूचना(LC)क्र.टिपीएस-१२१३/१९६/प्र.क्र.२८९/ (ब)१३/नवि-१२, दि. २२/०८/२०१४,
- नगर विकास विभागाची अधिसूचना(LC)क्र.टिपीएस-१२१४/१६८७/प्र.क्र.७८/१५/नवि-१२, दि. ०८/०७/२०१५,
- अति. महानगर प्रदेश आयुक्त, मुंबई महानगर प्रदेश विकास प्राधिकरण यांचे (LOI) इरादा पत्र क्र. SROT/27/Villages/२४०४/STP/LOI/Vill. Hedutane, Umbroli/Vol-1/५३/२०१५, दि. २४/०८/२०१५,

२२. शासनचे पत्र क्र. टिपीएस-१२२१/१९४/प्र.क्र. ५३/२२/नवि-१२, दि. १८/१०/२०१९.

२३. मा.जिल्हाधिकारी, ठाणे यांचेकडील पत्र क्र. एकात्मिक नगर वसाहत प्रस्ताव क्र. १ व २/एकात्मिक एमआर-५४/२०१९, दि. २७/१०/२०१९.

२४. सहसंचालक नगर रचना, कोकण विभाग नवी यांचे पत्र क्र. एकात्मिक नगर वसाहत /पौ. अंतर्ली, खोणी व इतर/सहसंचालक/१९८८, दि. ०३/१२/२०१९.

२५. मा. जिल्हाधिकारी, ठाणे यांचे पत्र क्र. महसूल/कक्ष-१/टे-७/अंतर्ली - खोणी- हेदुटणे- कोळे, धारिवली, काटई, माणगाव / ता.कल्याण / उंब्रोली ता. अंबरनाथ/एकात्मिक विशेष नगर वसाहत प्रकल्प एकात्मिक/रेखांकन / एसआर-६१/२०१९, दि. ३०/१२/२०१९.

२६. या कार्यालयाचे पत्र क्र. एकात्मिक नगर वसाहत /पौ. अंतर्ली, खोणी व इतर/ ससठाणे/२२२८, दिनांक २१/१०/२०१९.

२७. या कार्यालयाचे पत्र क्र. एकात्मिक नगर वसाहत /पौ. अंतर्ली, खोणी व इतर/ ससठाणे/२२२९, दिनांक २२/१०/२०१९.

२८. अर्जदार मॅ. मॅक्रोटिक डेव्हलपर्स प्रा.लि. यांचे या कार्यालयास दि. १४/१२/२०१९ रोजीचे पत्र.

महोदय,

विषयविकित मौजे अंतर्ली, खोणी, हेदुटणे, कोळे ता.कल्याण आणि मौजे उंब्रोली, ता. अंबरनाथ तसेच मौजे धारिवली, काटई, कोळे व माणगाव, ता. कल्याण, जि.ठाणे, या एकात्मिक नगर वसाहत प्रकल्पास जिल्हाधिकारी, ठाणे यांचे दि. ३०/१२/२०१९ रोजीचे आदेशा अनुसार अंतिम अभिन्यास मंजूरी मिळालेली असून मौजे हेदुटणे कोळे व मौजे हेदुटणे उंब्रोली या विशेष नगर वसाहत प्रकल्पास संदर्भाधीन क्र. ५ व ६ अन्वये लोकेशन विलअरन्स प्राप्त झाले आहे. मौजे अंतर्ली व खोणी ता. कल्याण येथील विशेष नगर वसाहतीच्या मूळ व वाढीव क्षेत्रास संदर्भाधीन क्र. १ व ३ अन्वये लोकेशन विलअरन्स प्राप्त झाले व त्यास मा. जिल्हाधिकारी, ठाणे यांनी अनुक्रमे दि. २५.०३.२०१४ व १५.०९.२०१४ रोजीच्या पत्रान्वये इरादापत्र पारित केलेले आहे. तसेच मुंबई महानगर प्रदेश विकास प्राधिकरणाने मौजे हेदुटणे व कोळे ता. कल्याण व मौजे हेदुटणे ता. कल्याण व मौजे उंब्रोली येथील विशेष नगर वसाहतीचा अनुक्रमे दि. २०.०६.२०१६ व २४.०८.२०१५ रोजीच्या पत्रान्वये इरादापत्र पारित केलेले आहे. तसेच मौजे धारिवली, काटई, कोळे व माणगाव, ता. कल्याण, जि. ठाणे संदर्भाधीन क्र. २२ अन्वये LC व त्यास मा. जिल्हाधिकारी, ठाणे यांनी दि. २७/१०/२०१९ रोजी पत्रान्वये इरादा पत्र पारित केलेले आहेत.

विषयविकित चारही विशेष वसाहत प्रकल्प शसनान्वये दि. ०८/०३/२०१९ च्या अधिसूचने अनुसार एकात्मिक नगर वसाहती प्रकल्पात एकत्रित करण्यास शासनाने दि. १८/१०/२०१९ च्या पत्रान्वये मान्यता दिलेली आहे व त्यानुषंगाने जिल्हाधिकारी, ठाणे यांनी संदर्भाधीन पत्र क्र. २५ अन्वये अंतिम अभिन्यास मंजूरी दिली आहे.

- अति. महानगर प्रदेश आयुक्त, मुंबई महानगर प्रदेश विकास प्राधिकरण यांचे (LOI) इरादा पत्र क्र. SROT/27/Villages/२४०४/STP/LOI/Vill. Hedutane, Kole/Vol-1/817/2016, दि. २०/०६/२०१६,
- जिल्हाधिकारी, ठाणे यांचे पत्र क्र. महसूल/कक्ष-१/टे-७/अंतर्ली व खोणी/ ता.कल्याण/ विशेष नगर वसाहत प्रकल्प/एसआर-२९/२०१६, दि. २१/०७/२०१६,
- नगर विकास विभागाने एकत्रित नगर वसाहतीच्या रोजी अधिसूचना क्र. टिपीएस-१८१६/प्र.क्र.३६८/भाग-१/१५/३७(एकक/ग)/विवो/नवि-१३, दि. ०८/०३/२०१९,
- नगर विकास विभागाचे पत्र क्र. एकात्मिक नगर वसाहत /पौ. अंतर्ली, खोणी व इतर/ ससठाणे/२२२८, दिनांक २१/१०/२०१९,
- जिल्हाधिकारी, ठाणे यांचे पत्र क्र. महसूल/कक्ष-१/टे-७/अंतर्ली - खोणी- हेदुटणे-कोळे ता.कल्याण / उंब्रोली ता. अंबरनाथ/एकात्मिक विशेष नगर वसाहत प्रकल्प / रेखांकन / एसआर-२०/२०१९, दि. १४/०६/२०१८,
- नगर विकास विभागाचे पत्र क्र. टिपीएस-१२२८/३०८०/प्र.क्र.१५४/१८/नवि-१२, दि. ०६.०९.२०१८,
- या कार्यालयाचे पत्र क्र. एकात्मिक नगर वसाहत /पौ. अंतर्ली, खोणी व इतर/ ससठाणे/३१३, दिनांक १६.०२.२०१९,
- नगर विकास विभागाची एकात्मिक नगर वसाहतीसाठीची अधिसूचना क्र. टिपीएस-१८१६/प्र.क्र.३६८/भाग-१/१५/३७(एकक/ग)/विवो/नवि-१३, दि. ०८/०३/२०१९,
- या कार्यालयाचे पत्र क्र. एकात्मिक नगर वसाहत /पौ. अंतर्ली, खोणी व इतर/ ससठाणे/११०२, दिनांक ०४.०७.२०१९,
- जिल्हाधिकारी, ठाणे यांचे पत्र क्र. महसूल/कक्ष-१/टे-७/अंतर्ली - खोणी- हेदुटणे-कोळे ता.कल्याण / उंब्रोली ता. अंबरनाथ/एकात्मिक विशेष नगर वसाहत प्रकल्प / रेखांकन / एसआर-१८/२०१९, दि. ११/०७/२०१९,
- संचालक, नगर रचना, महाराष्ट्र राज्य पुणे अधिसूचना/ (lc) क्र. प्र. यो./मु.म./मौजे हेदुटणे व इतर/ए. न. व प्र. /प्र. क्र. ५७८/१८/टिपीसी-३/३६५३, दि. १८/०७/२०१९,
- जिल्हाधिकारी, ठाणे यांचे पत्र क्र. महसूल/कक्ष-१/टे-७/ए.न.व. प्र./इरादापत्र/१९५६४०५०९४२६२७/१९, दि. १४/०८/२०१९,
- जिल्हाधिकारी, ठाणे यांचे पत्र क्र. महसूल/कक्ष-१/टे-७/अंतर्ली - खोणी- हेदुटणे-कोळे ता.कल्याण / उंब्रोली ता. अंबरनाथ/एकात्मिक विशेष नगर वसाहत प्रकल्प / रेखांकन / एसआर-२२/२०१९, दि. २९/०८/२०१९,

क. ल. न. - ७
दिनांक ३०/०७/२०२२

अ. क्र.	सेक्टर	एकूण क्षेत्र (चौ.मी.)
१	A	१०९९३.३३
२	B	६६५४.००
३	C	२८२७२.००
४	D	४९९९५.३४
५	E	१६१६८.००
६	F	२२९१४३.३४
७	G	२७४६३.२७
८	H	१०६३८९.३३
९	J	२५४४१२.७७
१०	I	२०६४०३.९८
११	K	१७४७०६.०३
१२		२८९६२८.८१
१३		९९८८९.०९
१४		१९९९१७.०९
१५		१८६९१९.७७
१६		६५२०६७.५३
एकूण		३७९९०७.३८

तसेच या पूर्वी अर्जदार यांचे जागेवर खाली नमूद केलेल्या सेक्टर क्र. B ते J वरील बांधकामास परवानगी दिलेली असून आता विकासकाने सेक्टर "ओ" मध्ये बांधकाम नकारो सादर केले असून त्याचा तपशील खालील प्रमाणे आहे.

अ. क्र.	सेक्टर क्र.	बांधकाम परवानगीचा तपशील	सेक्टर निहाय बांधकाम क्षेत्र (चौ. मी.)	सुधारित बांधकाम क्षेत्र (चौ. मी.)
१	B	एकात्मिक नगर वसाहत/मो.अंतर्ली, खोणी व इतर/ससंठाणे/२२२९ दि. २१/१०/२०२१	२७८४४२.०९	२७८४४२.०९ (कायम)
२	C	एकात्मिक नगर वसाहत/मो.अंतर्ली, खोणी व इतर/ससंठाणे/२२२९ दि. २१/१०/२०२१	४७४६८६.८७	४७४६८६.८७ (कायम)
३	D	एकात्मिक नगर वसाहत/मो.अंतर्ली, खोणी व इतर/ससंठाणे/२२२९ दि. २१/१०/२०२१	६०३४२९.६९	६०३४२९.६९ (कायम)
४	E	एकात्मिक नगर वसाहत/मो.अंतर्ली, खोणी व इतर/ससंठाणे/२२२९ दि. २१/१०/२०२१	२२९०२८.६३	२२९०२८.६३ (कायम)
५	F	एकात्मिक नगर वसाहत/मो.अंतर्ली, खोणी व इतर/ससंठाणे/२२२९ दि. २१/१०/२०२१	४२०४३९.२९	४२०४३९.२९ (कायम)
६	G	एकात्मिक नगर वसाहत/मो.अंतर्ली, खोणी व इतर/ससंठाणे/२२२९ दि. २१/१०/२०२१	२३९९५५.८५	२३९९५५.८५ (कायम)
७	H	एकात्मिक नगर वसाहत/मो.अंतर्ली, खोणी व इतर/ससंठाणे/२२२९ दि. २१/१०/२०२१	१८२२८९.३२	१८२२८९.३२ (कायम)
८	I	एकात्मिक नगर वसाहत/मो.अंतर्ली, खोणी व इतर/ससंठाणे/२२२९ दि. २१/१०/२०२१	१७३९०.४४	१७३९०.४४ (कायम)
९	K	एकात्मिक नगर वसाहत/मो.अंतर्ली, खोणी व इतर/ससंठाणे/२२२९ दि. २१/१०/२०२१	८५४.५३	८५४.५३ (कायम)
१०	O	नव्याने प्रस्तावित	३५४०७०.०९	३५४०७०.०९
एकूण			२४१८५१६.६२	२४१८५१६.६३

कलन - ५

दस्त क्र. ३७६ दि. २०२२

शासनाने दिलेल्या एकात्मिक नगर वसाहतीच्या नियमावली अनुसार धिकायकाने सध्या रेखांकित केलेले सेक्टर "ओ" च्या प्रस्तावित बांधकाम नकाशासाठी या कार्यालयफाट्टे प्रस्ताव सादर केलेला आहे. सदर प्रस्तावातील इमारतीच्या पूर्वीचे कायम ठेवलेल्या मंजूर बांधकाम क्षेत्राचा व सुधारित/नव्याने प्रस्तावित बांधकामाचा इमारतीनाहाय तपशील खालील प्रमाणे आहे.

अ)	अ. क्र. ३ पैकी एकूण प्रस्तावित बांधकाम क्षेत्र Social housing चें क्षेत्र वगळून	२७७२५८६.६३
ब)	Social housing चें प्रस्तावित क्षेत्र	१५९७३२.३९
५)	एकूण प्रस्तावित बांधकाम क्षेत्र सेक्टर बा. त. सेक्टर आ (४अ + ४ब)	२९३२२४५.०५
६)	एकूण अनुज्ञेय बांधकाम क्षेत्रापासून वापरलेले चटई क्षेत्र निर्देशांक (५/३)	०.४०९
७)	सद्यस्थितीत अनुज्ञेय बांधकाम क्षेत्रापासून एकूण वापरलेले चटई क्षेत्र निर्देशांक (४अ/३)	०.६३५

भरावयाच्या रक्कमेबाबत :-

- १) छाननी शुल्क :-
(सेक्टर ओ) = रुपये ७५०,२००.००
- २) अतिरिक्त चटई क्षेत्र शुल्क :-
एकात्मिक नगर वसाहतीच्या नियमावलीतील विनियम ७.२.१ मधील तरतुदीनुसार (परिशिष्ट दोन) मधील मर्यादा किंवा शुल्क अधिक किमान शुल्क दर तक्त्यातील निचासी बांधकाम दर ०.४ अतिरिक्त चटई क्षेत्र निर्देशांक अनुज्ञेय असेल त्यांनी पूर्वीच्या नियमांनुसार ०.४ एवढ्या अतिरिक्त चटई क्षेत्र निर्देशांकाच्या अनुषंगाने शुल्क मुंबई महानगर प्रदेश विकास प्राधिकरणाकडे रु. ३०,६०,३३,०२०/- भरणा केलेले आहे. अजंदा र रॉली या प्रस्तावामध्ये मूळ अनुज्ञेय चटई क्षेत्र निर्देशांक (FSI) १.०० या पूर्ण वापर केलेला नाही, त्यामुळे अतिरिक्त चटई क्षेत्र निर्देशांकासाठी आवश्यक असलेले अधिमूल्य आकारण्याची आवश्यकता नाही.
- ३) विकास शुल्क :-
महाराष्ट्र प्रादेशिक विकास प्राधिकरणाच्या अधिसूचना क्र. १२४ जो मधील तरतुदीनुसार (परिशिष्ट दोन) मधील मर्यादा किंवा शुल्क अधिक किमान शुल्क दर तक्त्यातील निचासी बांधकाम दर ०.४ अतिरिक्त चटई क्षेत्र निर्देशांकाच्या अनुषंगाने जमा करणे आवश्यक आहे, तसेच एकात्मिक नगर वसाहतीच्या नियमावलीतील विनियम १३.४ (अ) अनुसार विकास शुल्काबाबत ५० टक्के सवलत देण्यात येईल. परंतु शासनाच्या दि. ०६/०९/२०१८ रोजीच्या आदेशाबाबत विकास शुल्क B, C, D, ESI व DOUBLE HEIGHT TOWER FACE वरील सुमारे रु. १२,५९,५०७/- पर्यंत रक्कम समायोजित करण्यासाठी या कार्यालय फाट्टे प्रस्तावित केलेले क्षेत्र त्याद्वारे विकासासाठी पर्याय करवावयाचा तपशील खालील प्रमाणे आहे.
- ४) एकूण भरावयाची रक्कम
- | अ. क्र. | तपशील | रक्कम रूपये |
|---------|-----------------------------|---------------|
| १ | छाननी शुल्क | ७,५०,२००/- |
| २ | विकास शुल्क | १,०५,६९,१५०/- |
| ३ | अतिरिक्त चटई क्षेत्र शुल्क | निरंक |
| ४ | एकूण आता भरावयाची रक्कम रु. | १,१२,६९,३५०/- |

सेक्टर - O: नव्याने बांधकाम परवानगीचे क्षेत्र

अ. क्र.	इमारत	प्रस्तावित मजले	इमारती उंची (मी.)	इमारती चा वापर	बांधकाम क्षेत्र (चौ. मी.)
१	Cluster १५.०२ Wing A,B,C,D,F,G,H & I	तळ + २३ मजले	६९.९०	रहिवास	१५६८१.१८
२	Cluster १५.०३ Wing A,B,C & D	तळ + २३ मजले	६९.९०	रहिवास	७९२०७.७९
३	Cluster १५.०४ Wing A,B,C & G,H,I,J & K	तळ + २३ मजले	६९.९०	रहिवास	८००२३.९९
४	Cluster १५.०५ Wing B,C,D,F,G & H	तळ + २३ मजले	६९.९०	रहिवास	२३६६०.३९
५	Cluster १५.०६ Wing A,B & C	तळ + २३ मजले	६९.९०	रहिवास	१९०८७.२२
६	Cluster १५.०८ Wing A & B	तळ + २३ मजले	६९.९०	रहिवास	१९०८७.२२
७	SCHOOL-O	तळ + ५ मजले	२३.४०	शैक्षणिक	७२६६.०५
८	PARKING BLDG-P2	तळ + ३ मजले	३७.००	सुविधा	००.००
९	CLUBHOUSE	तळ + २ मजले	१०.२०	सुविधा	३२६६.२५
एकूण - अ					३५४०७०.०९

एकूण बांधकाम क्षेत्राचा तपशील

अ. क्र.	तपशील	चौ. मी.
१	जामचे एकूण क्षेत्र	३७९०९०७.३८
अ)	बॉसक चटई क्षेत्र निर्देशांक = १	३७९०९०७.३८
ब)	अतिरिक्त अनुज्ञेय चटई क्षेत्र (अधिभार आकारून) = ०.८०	३०,३२,७२५.९०
क)	एकूण अनुज्ञेय बांधकाम क्षेत्र (अ + ब) (Social Housing चें क्षेत्र वगळून)	६८,२३,६३३.२८
ड)	Social Housing चें किमान आवश्यक बांधकाम क्षेत्र (ITP च्या नियमाप्रमाणे) ६०% किमान रहिवास वापराच्या १५% Social Housing	३,४९,९८९.६६
इ)	एकूण अनुज्ञेय बांधकाम क्षेत्र (क + ड) (Social Housing च्या क्षेत्रासहित)	७१,७३,६२३.९४
२	१ ब पैकी अतिरिक्त चटई क्षेत्र (अधिभार आकारलेले)	५,६८,८६९.१८
३	सद्यस्थितीत एकूण अनुज्ञेय बांधकाम क्षेत्र (१अ + २) (Social Housing चें क्षेत्र वगळून)	४२,५९,७७६.५६
४		

५	शासनाच्या दि. ०६/०९/२०१८ रोजीच्या पत्रानुसार समायोजित करावयाची रक्कम रु.	१,१२,५९,५८७/-
६	या पूर्वी या कार्यालयाने MASTER LAYOUT करिता दि. १३/१२/२०२१ रोजीच्या पत्रानुसार समायोजित करावयाची शिल्लक रक्कम रु.	७,४९,६९,३०५/-
७	आता समायोजित करावयाची रक्कम रु. (४)	१,१२,६९,३५०/-
८	सदर उपरोक्त प्रस्तावित सेक्टर 'O' या सेक्टरच्या बांधकाम परवानगी मंजुरीनंतर समायोजित करावयासाठी शिल्लक रक्कम रु. (६) - (७)	६,२८,९९,९५५/-

- ५) बँकपॉस्टी
एकात्मिक नगर वसाहती मध्ये नियमानुसार सर्व पायाभूत सुविधा प्रकल्प पूर्ण होई पर्यंत (Infrastructural Facilities) विकसित करणे व त्याची देखभाल करणे UDPCR 2020 नियमावलीतील विनियम १४.१.१२ (viii) नुसार विकासात्मक बंधनकारक आहे. तसेच संबंधित एकात्मिक नगरवसाहतीतील पायाभूत सुविधांच्या एकूण खर्चाच्या १५% रक्कमेची बँक पॉस्टी विकासाकामी जिल्हाधिकारी, ठाणे यांचे कडे सादर करणे आवश्यक आहे.
- ६) मा. जिल्हाधिकारी, ठाणे यांनी दिनांक ३०/१२/२०२१ रोजी अंतिम अभिन्यास मंजूर केलेल्या प्रस्तावित अट क्र. ४६ व मा. सहसंचालक नगररचना, कोकण विभाग, नवी मुंबई यांच्या दिनांक ०३/१२/२०२१ च्या शिफारस पत्रातील अट क्र. ६ अ अनुसार विकासात्मक बँक पॉस्टी देणे आवश्यक आहे.
- ७) कामगार उपकर:-
शासनाच्या एकात्मिक नगर वसाहतीच्या UDPCR-२०२० नियम क्र. १४.१.१२ (IV) अनुसार मुद्रांक शुल्क व विकास शुल्कासाठी ५०% सवलत देण्यात आलेली आहे. तथापि या मध्ये कामगार उपकर या बाबीचा समावेश नाही.
प्रस्तावित खालील जामे सहसंचालक, नगररचना, कोकण विभाग, नवी मुंबई यांचे शिफारस पत्र क्र. एकात्मिक नगर वसाहती/मो.खोणी व अंतर्ली व इतर / सहसंकोची/२०७२ दि. २८.६.२०१९ व मा. जिल्हाधिकारी, ठाणे यांचे कडील बांधकाम परवानगी आदेश क्र. महसूल/कड-१/८-७/विनयप्र.एसआर-८८-२०१४, दि. १८.९.२०१४ अन्वये सेक्टर- C ते I (पूर्वीचे सेक्टर- A ते G) या २४.८६,३७६.९७ चौ. मी. क्षेत्रावर बांधकाम परवानगी देण्यात आलेली आहे. तसेच वेळो-वेळी सुधारित परवानगा देण्यात आलेल्या आहेत. आता सेक्टर- O, या क्षेत्रावर अर्जदार यांनी नव्याने बांधकाम प्रस्तावित केलेले आहे. अर्जदाराने आतापर्यंत रु. ८,६५,८९,६७९/- एवढी उपकर भरणे केलेला आहे. तथापि, सदर उपकर हा प्रस्तावित बांधकाम क्षेत्रावर परिगणित करावयाचा असल्यामुळे सेक्टर "ओ" मधील बांधकामाचे कामगार उपकराबाबत नव्याने आदेश निर्गमित करण्यात येतील. तो उपकर विकासाकामी पूर्णत्वाचा दाखला देण्यापूर्वी भरणे आवश्यक आहे. तसेच उपकराच्या रक्कमेबाबत काही तफावत आल्यास ती भरणे विकासाकामी बंधनकारक आहे.
वर नमूद केल्याप्रमाणे शासनाने दिलेल्या मार्गदर्शनाच्या पाठवंपुढीवर सेक्टरनिहाय नकाशाची सदर क्षेत्रासाठी लागू असलेल्या एकात्मिक नगर वसाहतीच्या नियमावली अनुसार व अंदाजनाथ, कुळाव-बदलापूर व परिसर क्षेत्राच्या मंजूर विकास नियंत्रण नियमावलीनुसार तांत्रिक छाननी केली असता सादर केलेले बांधकाम नकाशा नोंदवजाच्या दृष्टीने सर्वसाधारणपणे

योग असल्याने हिरव्या रंगातील दुहस्तीसह सदर बांधकाम नकाशांना खालील नपूद अटीस अर्धीन राहून मंजुरी देण्यात येत आहे.

- सदर प्रकरणी UDCPR-२०२० नुसार एकात्मिक नगर वसाहत प्रकल्पाचे शासन मंजूर विनियम व वेळोवेळी सुधारित करणेत येणाऱ्या सर्व नियमांचे/मूचनांचे पालन करणे विकासकावर बंधनकारक राहिल.
- शासनाच्या दि. ०३/०३/२०१४, दि. २१/०८/२०१४ व दि. ०८/०७/२०१५ च्या अधिसूचनेन्वये प्रदान करण्यात आलेल्या लोकेशनल क्लिअरन्समधोल अटी व शर्ती या एकात्रित एकात्मिक नगर वसाहत प्रकल्पास लागू राहतील.
- पर्यावरण विभाग महाराष्ट्र शासन यांचे दि. १९/६/२०१३ व दि. २१/०२/२०१५ रोजीच्या ना-हरकत प्रमाणपत्रातील सर्व अटी व शर्तीची पूर्तता करणे विकासकावर बंधनकारक राहिल.
- महाराष्ट्र प्रदूषण नियंत्रण मंडळाचे दि. २०/१/२०१४ रोजीच्या मान्यता पत्रातील अटी व शर्तीचे पालन करणे विकासकास बंधनकारक राहिल.
- UDCPR-२०२० नुसार एकात्मिक नगर वसाहत प्रकल्पाच्या शासन मंजूर नियमावलीतील विनियम १४.१.१.२ (V) अनुसार कृष क्षेत्र जागवड करून त्याची देखभाल/संवर्धन करणे विकासकावर बंधनकारक आहे.
- विशेष प्रसंगी जिल्हाधिकारी, ठाणे यांनी लेखी आदेश दिले तर ते विकासकावर बंधनकारक राहतील. त्यास या परवानगीवरून बाधा येणार नाही.
- मुख्य अभियंता, जलसंपदा विभाग, कोकण प्रदेश, मुंबई यांचे दि. ०३/०७/२०१३, दि. ०९/०७/२०१४ व दि. ०६/०२/२०१५ रोजीच्या ना-हरकत प्रमाणपत्रांमध्ये नपूद सव्हे नंबरच्या जागोमध्ये सेवा सुविधा व्यतिरिक्त कोणतेही बांधकाम करण्यात येऊ नये, त्याचप्रमाणे त्यातील इतर अटी व शर्तीचे पालन करणे बंधनकारक राहिल.
- संचालक, महाराष्ट्र अग्निशमन सेवा, मुंबई यांनी दि. ०६.०९.२०१७ व दि. १५/०१/२०२० रोजी प्रमाणित नकाशासह दिलेल्या ना-हरकत दाखल्यातील सर्व अटी / शर्तीचे पालन करणे व पूर्तता करणे विकासकावर बंधनकारक राहिल.
- नकाशातील प्रस्तावित इमारतीकरीता प्रत्येक इमारतीमध्ये नकाशात दर्शविल्यानुसार १ अर्नी प्रतिबंधक निकास जीन्याचे बांधकाम फायर अँडफायझर यांनी नाहरकत पत्रात दिलेल्या सूचनांनुसार तसेच योग्य त्या बांधकाम साहित्याचा वापर करून करणे विकासकावर बंधनकारक राहिल. सदर सेक्टरमध्ये प्रत्येक इमारतीमध्ये प्रस्तावित रिफ्युज एरिया कोणत्याही परिस्थितीत बंद करता येणार नाही व त्या कायमस्वरूपी खुल्या ठेवणे विकासकावर बंधनकारक राहिल. या रिफ्युज एरियाचे भिंतीचे बांधकाम दोन तासाच्या फायर रेटिंगप्रमाणे बांधकाम साहित्य वापरून करणे विकासकावर बंधनकारक राहिल.
- नकाशावर दर्शविल्याप्रमाणेच नियमांनुसार आवश्यक पार्किंगची सुविधा विकासकाने विकसित करावयाची आहे व तसे विकासकावर बंधनकारक राहिल. सदर नकाशांमध्ये अनुज्ञेय केलेल्या पार्किंगचा वापर केवळ वाहनतळाकरीता करणे बंधनकारक राहिल. सबब, सर्व पार्किंगमध्ये पुरेसा प्रकाश व वायुविजन याची व्यवस्था नैसर्गिकरित्या अथवा आवश्यक असल्यास यांत्रिक पध्तीने करणे विकासकावर बंधनकारक राहिल व यासाठी अखंड वीज

प्रकल्पासाठी विकासकाने आवश्यक ती सुविधा कायमस्वरूपी उपलब्ध करून देणे विकसकावर बंधनकारक राहिल.

- निष्पन्नित बांधकामातील सदनिका केवळ रहिवास वापरासाठीच कायमस्वरूपी वापरावाच्यता आहेत. त्यातील वापरामध्ये कोणताही बदल सहायक संचालक, नगररचना, ठाणे यांच्या मंजुरी शिवाय विकासकावर आवश्यक असणारे कोणतेही बदल घेऊन घेतले जाऊ नये.
- नकाशांमध्ये दर्शविलेले बांधकाम क्षेत्र मर्यादित असावे. नकाशासह मंजूर नकाशा अनुसार जागेवर चालू असलेले बांधकाम यांचे मिश्रण व त्याची जागा घेऊन आवश्यक आहे.
- सुरक्षिततेच्या दृष्टीने safety and security of buildings to counter manmade disasters) आवश्यक ती उपयोजना करणे विकसकावर बंधनकारक राहिल.
- नकाशा मंजुरीनुसार च्या पुरवठा व सेवा प्रदायांचे (Easements) व Natural Calamities च्या पुरवठा व सेवा प्रदायांचे (Easements) व विकासकाच्या संबंधित मल्लगार यांचेकडून कर्तव्ये व त्यांचे पालन बंधनकारक राहिल.
- UDCPR-२०२० नुसार एकात्मिक नगर वसाहत विकसित करणेकरीता शासन मंजूर विनियम १४.१.१.२ (VI) अनुसार EWS/LIG बाबतच्या तरतुदीची पूर्तता करणे विकासकावर बंधनकारक राहिल.
- प्रस्तावित नकाशावर दर्शविल्याप्रमाणे सर्व सामाजिक अंतरे प्रत्यक्षात जागेवर असले पाहिजेत व त्या खालील जागा कायमस्वरूपी खुली ठेवणे बंधनकारक राहिल.
- ब्लॉक हाऊसची सुविधा टाऊनशिपमध्ये सर्व रहिवाशांना उपलब्ध करून देणे आवश्यक राहिल.
- Rain Water Harvesting System व Solar System ची व्यवस्था व त्यातील इतर तांत्रिक बाबींकरिताची पूर्तता व विकास भोगवटा दाखल्यापूर्वी करणे विकासकावर बंधनकारक राहिल.
- बृहत आराखड्यामध्ये ज्या वापरासाठी भूखंड / सेक्टर / ब्लॉक दर्शविला आहे, निव्वळ त्याच वापरासाठी त्या क्षेत्राचा वापर करणे विकासकावर बंधनकारक राहिल. रहिवास विभागातील सेक्टर / ब्लॉक मधील भूखंड सदर क्षेत्रास लागू विकास नियंत्रण नियमावलीनुसार अनुज्ञेय होणा-या रहिवास वापरासाठीच वापरावाच्यते आहेत. त्यासह सुविधा, अंमिनिटी इत्यादी स्वरूपातील मिश्र वापर त्यामध्ये अनुज्ञेय राहिल. कारण UDCPR-२०२० नुसार एकात्मिक नगर वसाहतीच्या नियमावलीतील विनियम १४.१.१.७ (IV) अनुसार योजना क्षेत्रात अनुज्ञेय Total Basic Floor Area (F.S.I.) च्या किमान ६०% Floor area (F.S.I.) हा फक्त निव्वळ निवासी कारणासाठी वापर करणे बंधनकारक आहे.
- प्रकल्प बाबतच्या उद्भवणाऱ्या कोणत्याही अडचणी अथवा प्रश्नांसाठी विकासक सर्वस्वी जबाबदार राहिल. या अडचणीचे निराकरण करून देण्याची जबाबदारी अथवा बंधन शासनावर, या कार्यालयावर व तसेच जिल्हाधिकारी, ठाणे यांचेवर असणार नाही.

क.ल.न. ५९
दस्तावेज क्र. १२०२२
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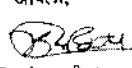
- ITP चा विकास त्या परिसरात सुयोग्य ठिकाणी शासनाच्या संबंधित विभागाच्या सल्ल्याने विकासकास करणे बंधनकारक राहिल. Sewage Treatment Plant, Solid Waste Composting Plant, Land Fill Site चे स्थानाबाबत व अन्य सविस्तर तांत्रिक बाबी अनुषंगाने संबंधितांच्या सल्ल्याने विकसित करणे बंधनकारक राहिल.
- प्रस्तावित जमीन वापर नकाशा सुधारित मंजुरीनुसार Water Distribution layout ची अखणी करून घेणे. पाणी पुरवठ्याच्या रेखांकनाची तसेच Reservoir, rain water harvesting system, recycling system व त्यातील इतर तांत्रिक बाबींकरिताची छाननी शासनाच्या संबंधित विभागाकडून करून घेणे आवश्यक राहिल व त्यानुसार Water Distribution Lines टाकणे वा त्यानुषंगाने इतर विकास करणे विकासकावर बंधनकारक राहिल.
- बृहत आराखडा मंजुरीनंतर Drainage layout तयार करून घेणे व त्याची छाननी शासनाच्या संबंधित विभागाकडून करून घेणे आवश्यक राहिल व त्यानुसार Drainage Lines टाकणे वा त्यानुषंगाने इतर विकास करणे बंधनकारक राहिल.
- बृहत आराखड्यामध्ये दर्शविल्यात आलेल्या सार्वजनिक उपयुक्तता (Public Utilities) चा विकास संबंधित विभागाच्या सल्ल्यानुसार करणे विकासकास बंधनकारक राहिल व त्यानुषंगाने सार्वजनिक उपयुक्ततेच्या स्थानांमध्ये बदल करणे आवश्यक असल्यास त्याप्रमाणे रेखांकन सुधारित करणे विकासकावर बंधनकारक राहिल.
- प्रकल्पाबाबत कोणतेही जाहिरात करत वेळी जाहिरातीमध्ये मंजूर रेखांकन व बांधकाम परवानगी प्रमाणेच तपशील / नकाशे इत्यादीचा समावेश करणे विकासकावर बंधनकारक राहिल.
- प्रस्तावित एकात्मिक नगर वसाहतीच्या क्षेत्रातील नैसर्गिक ओढे, नाले, तळी, कॅनॉल व त्यातील घाहणारे पाणी यावर विकासकास हक्क सांगता येणार नाही व त्याच्या नैसर्गिक प्रवाहास अडथळा करता येणार नाही.
- एकात्मिक नगर वसाहतीच्या नियमावलीतील विनियम १०.५ अनुसार १० लीटर प्रति भागशी पिण्याच्या पाण्याची व अग्निशमन यंत्रणेकरीता आवश्यक पाणी व वागवणीच्या वापराकरिता अतिरिक्त पाण्याची तरतूद विकासकाने करणे आवश्यक आहे. त्यानुसार विकासकास महाराष्ट्र औद्योगिक विकास महामंडळाने त्यांच्या दि. १७/५/२०१३ च्या पत्रान्वये १० दश लक्ष घनलिटर प्रतिदिन पाणी पुरवठ्यास संपती दर्शविली आहे. त्याचप्रमाणे जलसंपदा विभागाने त्यांच्या प्रस्तावित कुशीवली, ता. अंबरनाथ येथील लघु पाटबंधारे प्रकल्पातून ८ दश लक्ष घन मिटर प्रतिवर्षी पाणी देण्याचे दि. २१/११/२०१३ च्या सामंजस्य कराराने (M.O.U.) मान्य केले आहे. लोकेसंख्येच्या प्रमाणात पुरेसा पाण्याची तरतूद करण्याची जबाबदारी विकासकावर राहिल.
- एकात्मिक नगर वसाहतीच्या सुधारित नियमावलीतील विनियम १०.५(क) अनुसार पुरेसा वीज पुरवठ्याची सोय उपलब्ध करणे विकासकावर बंधनकारक आहे. त्यानुसार (M.S.E.D.C.L.) कल्याण यांनी दिनांक २५/०२/२०१४ व ०५/०८/२०१५ रोजीच्या पत्रान्वये संपती दर्शविली आहे.

- प्रस्तावित एकात्मिक नगर वसाहत प्रकल्प हा नवी मुंबई अंतरराष्ट्रीय विमानतळाच्या प्रस्तावित जागेपासूनच्या १८.३० कि. मी. परिधामध्ये तसेच मुंबई अंतरराष्ट्रीय विमानतळाच्या जागेपासून २७.१० कि. मी. परिधामध्ये येत असल्याचे विकासकाने सादर केलेल्या गुगल मॅप स्थानदर्शक नकाशावरून दिसून येत आहे. याबाबत सदर क्षेत्रासाठी प्रस्तावित विकास नियंत्रण नियमावलीतील तरतुदीनुसार विकासकाने विमानतळाजवळील इमारतींसाठी विमानतळ प्राधिकरणचे ना हरकत प्रमाणपत्र सादर करणे आवश्यक आहे. त्यानुसार विकासकाने विमानतळ प्राधिकरणाचे १६० मी. पर्यंत उंचीच्या इमारतीबाबत ना-हरकत प्रमाणपत्र सादर केले आहे. याबाबत भारतीय विमान पतन प्राधिकरण (परिषद क्षेत्र मुख्यालय) यांनी ना-हरकत पत्र क्र. सीटी-१-एनओसीसी/ सीएस/एमयूएम/१४/नोकास/एनएच/ २४६/१४४८/ १२६५-६८, दि. ११/८/२०१४ व बोटी-१-एनओसीसी/ सीएस/एमयूएम/१४/नोकास/ एनएम/२४८/१४३०/१२७३-७६, दि. ११/०१/२०१४ यांनी विकासकावर बंधनकारक राहिल.
- एकात्मिक नगर वसाहत नियमावलीतील तरतुदीनुसार विकासकाने चटई क्षेत्र निदेशकाच्या मर्यादित क्षेत्रात बांधकाम करणे येईल.
- अर्जदार यांनी जागेवर बांधकाम करणे कल्याण नगरपालिका विभाग वसाहत सुधारित ना-हरकत प्रमाणपत्र / दाखले प्राप्त करणे आवश्यक आहे.
- विनियम ७.३ (अ) अनुसार प्रकल्प क्षेत्रात एअर पॉल्यूशन/वायू प्रदूषण क्षेत्र नियमानुसार विकसित करणे सर्वसाधारण जबाबदारी वापरासाठी अडचणीच्या खुले ठेवणे विकासकावर बंधनकारक राहिल.
- एकात्मिक नगर वसाहतीसाठी शासनाचे दि. १६/१२/२०१६ रोजी मंजूर केलेल्या नियमावलीतील विनियम १२.८ मध्ये Infrastructure facilities बाबत तरतुदी असून त्यानुसार प्रकल्प पूर्ण होईपर्यंत व अर्बन लोकल बॉडी स्थापनेपर्यंत Infrastructure facilities पुरविणे व सुस्थितीत ठेवणे व देखभाल करणे विकासकावर बंधनकारक राहिल.
- Social Housing (EWS/LIG) अंतर्गत विकासकास आवश्यक सदनिकांची यादी म्हाडास सादर पध्तीने वाटप करावयाची असून काही-सदनिका ह्या विकासकास भाडेदराने वापरासाठी व विक्रीसाठी स्वतःकडे राहून ठेवाव्या आहेत. त्यानुसार अर्जदार विकासकास मंजूर रेखांकनानुसार १,१२,२६३.६१ चौ. मी क्षेत्र Social Housing (EWS/LIG) साठी राहून ठेवायचे असून त्यापैकी अर्जदार यांनी 'सेक्टर 1' मध्ये २,४५,८११.९० चौ. मी. क्षेत्र प्रस्तावित केले आहे. विकासकास उर्वरित १,६६,४५१.७१ चौ. मी. क्षेत्र पुढील बांधकामात देणे बंधनकारक राहिल. तसेच विकासकास एकात्मिक नगर वसाहतीसाठी शासनाने दि. २६/१२/२०१६ रोजी मंजूर केलेल्या नियमावलीतील विनियम ९ मधील ९.१ ते ९.१० अनुसार Social Housing (EWS/LIG) बाबतच्या आवश्यक तरतुदीची पूर्तता करणे विकासकावर बंधनकारक राहिल.
- एकात्मिक नगर वसाहत क्षेत्रामध्ये नियमानुसार सर्व पायाभूत सुविधा (INFRASTRUCTURE FACILITIES) विकसित करणे वा देखभाल करणेकरीता UDCPR-२०२० मधील नियम क्र. १४.१.१.२२ (VIII) नुसार विकासकावर बंधनकारक आहे.

न्यासादी संबंधित पावामृत सुविधांच्या एकूण खर्चाच्या १५% रकमेची बँक गॅरंटी विकासकाने निव्वहायकारो, ठाणे वाचकडे जोतेप्रमाणपत्र घेणेपूर्वी सादर करणे आवश्यक आहे.

३६. विकासकाने सादर प्रकल्पामात Social Housing (EWS/LIG) चे क्षेत्र हे छिन्नी करावयाच्या सदानिकांच्या प्रमाणाने बांधणे व छिन्नी करावयाच्या इमारतीचे भोगवटा प्रमाणपत्र घेणेपूर्वी Social Housing (EWS/LIG) इमारतीचे भोगवटा प्रमाणपत्र घेणे बंधनकारक राहिले.
३७. विकासक व त्याचे वास्तुविशारद यांनी सादर केलेल्या विहित नमुन्यातील माहितीच्या आधारे सादर प्रकरणांची छाननी करण्यात आलेली असून त्यामध्ये चटई क्षेत्र निर्देशांकाच्या आराखड्यानुसार काही तफावत आढळून आल्यास त्यास संबंधित वास्तुविशारद जबाबदार राहिले व त्याअनुसार होणाऱ्या तफावतीची सुधारणा अनुज्ञेय चटई क्षेत्र निर्देशांकाच्या मर्यादेत करणे विकासकाने बंधनकारक राहिले.
३८. अर्जाद्वारे विकासकाने सादर केलेली कोणतीही माहिती व कागदपत्रे ही चुकीची / दिशाभूल करणारी आढळल्यास प्रस्तुतची शिफारस रद्द समजणेत येईल व त्यामुळे विकासकाच्या व इतर सर्व संबंधितांच्या कोणत्याही नुकसानीस स्वतः विकासक जबाबदार राहिले.
३९. मंजूर विकास नियंत्रण नियमावलीप्रमाणे पुढीलप्रमाणे छाननी शुल्क व अधिमूल्य शुल्क आकारणे आवश्यक राहिले.
४०. या प्रकल्पातील सर्व इमारतींच्या आतील बाजूस तसेच इमारतीसमोरील रस्त्याचे सी. सी. टी. व्ही. चित्रिकरण करण्यासाठी बांधकामाच्या ठिकाणी सी. सी. टी. व्ही. यंत्रणा कार्यान्वित करणे विकासकाने बंधनकारक राहिले.

४१. अर्जाद्वारे यांनी खाली जागा १०० KV विद्युत वाहिनी खाली प्रस्तावित केलेला आहे. तथापि प्रस्तावित बांधकामात सर्व विभागात (HATRA/NSCO) सुरक्षित अंतराचा दाखला घेणे आवश्यक असणे बंधनकारक राहिले. तसेच सादर विद्युत वाहिनी खालील जागेवर कोणत्याही प्रकारचे बांधकाम अर्जाद्वारे / यंत्रिकी भागक यंत्र भविष्यात घेणे बंधनकारक राहिले.	
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आपला,

(किशोर पाटील)
सहायक संचालक, नगर रचना,
ठाणे

प्रत माहिती व पुढील कार्यवाहीसाठी सविनय सादर-

मा. महानगर आयुक्त, मुंबई महानगर प्रदेश विकास प्राधिकरण, वांद्रे, मुंबई.



Urban Development Department vide notification no. TPS-1818/CR-256/18/Section 37(IAA)/UD-13, dated 02/12/2020 is applicable for the area of the said Development Plan No.1 and 2 (hereinafter referred to as 'the said Regulations').

And whereas, under section 44(2) of the said Act, and as per the provisions of the Special Township Project Regulations, the Government in Urban Development Department, vide its notification no. TPS-1213/16/C.R.289/13/UD-12, dated 3/3/2014, has declared an area admeasuring approximately 111-47-55 Ha. Are. from the villages of Khoni and Antali, approximately from the Ambemath, Kulgion-Hadapur and Surrounding Notified Area, as the Special Township Project and granted the Locational Clearance to the same subject to the terms and conditions mentioned therein and thereafter the Government in Urban Development Department under section 44(2) of the said Act, and as per the provisions of the Special Township Project Regulations, vide notification no. TPS-1213/16/C.R.289/13/UD-12, dated 22/8/2014, has allowed the inclusion of additional area admeasuring approx. 55-76-98 Ha. Are. from the village of Khoni and Antali, Tal. Kalyan in the Special Township Project for which Locational Clearance has been granted by the Government vide Notification dated 13/3/2014 and the revised Locational Clearance to the Special Township Project with extended area is also granted by the Government subject to the terms and conditions mentioned therein (hereinafter referred to as 'Special Township Project No.1').

And whereas, under section 18 (3) with section 44(2) of the said Act, and as per the provisions of the Special Township Project Regulations, the Government in Urban Development Department, vide its Notification No. TPS-1213/16/C.R.289/13/UD-12, dated 22/8/2014, has declared an area admeasuring approx. 84-10-17 Ha. Are. from the village Hedutane and Kole, Tal. Kalyan, from the Notified area of 27 villages of Kalyan and Ambemath Taluka, as the Special Township Project and granted the Locational Clearance to the same subject to the terms and conditions mentioned therein (hereinafter referred to as 'Special Township Project No.2').

And whereas, under section 44(2) of the said Act and as per the provisions of the Special Township Project Regulations, the Government in Urban Development Department, vide its notification no. TPS-1211/16/C.R.289/13/UD-12, dated 22/8/2014, has declared an area admeasuring approx. 87-32-16 Ha. Are. from villages Gharivili, Katal, Kole, Mangoon, Hedutane, Tal. Kalyan, from the notified area of 27 villages of Kalyan and Ambemath Taluka, as the Integrated Township Project and granted the Locational Clearance to the same to M/s. Lothe Developers Ltd. & others, subject to

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the terms and conditions mentioned therein (hereinafter referred to as 'the Integrated Township Project No.2').

And whereas, the area under the Integrated Township Project No.1 and 2 are situated in the jurisdiction of three various Planning Authorities - Special Planning Authorities.

And whereas, M/s. Macrotech Developers Ltd. (hereinafter referred to as 'the said Applicant Company') vide its letter dated Nil, dated 30/7/2021, dated 9/8/2021 and dated 20/8/2021 has requested the Government to include an area admeasuring 1293.00 sq. mt. of land bearing S. Nos. 1/12A, 1/12B, 1/12C of village Hedutane Tal. Kalyan (hereinafter referred to as 'the said land') in the Integrated Township Project No.1 and to amalgamate the Integrated Township Project No.1 and 2.

And whereas, the said Applicant Company has submitted a copy of Certificate dated 24th May, 2019 issued by the Registrar of Companies, Ministry of Corporate Affairs, Government of India, stating that the name of the Company has been changed from Lothe Developers Ltd. to Macrotech Developers Ltd. with effect from the date of this Certificate and informed that the process of change of name from Palava Dwellers Pvt. Ltd. to Macrotech Developers Ltd. is under process. As also the said Applicant Company has submitted the Registered Power of Attorney for 259-34-35 Ha. Are. area out of the total area of 302.48-33 Ha. Are. of the Integrated Township Project No.1, given by Palava Dwellers Pvt. Ltd. to Macrotech Developers Ltd.

And whereas, considering the request of the said Applicant Company, the Government of the opinion that the said land should be included in the Integrated Township Project No.1 and should be granted Locational Clearance subject to the terms and conditions. After inclusion of the said land in the said Integrated Township Project No.1, the area under the Integrated Township Project No.1 and 2 becomes contiguous and for well planned development of the project as well as for convenience from administrative point of view, Government finds it necessary to amalgamate the Integrated Township Project No.1 and 2 and for the implementation of the same, it is necessary to issue directives to a single large authority for permissions and supervision of the same as per the provisions of

1687/CR.78/15/UD-12 dated 8/7/2015, has declared an area admeasuring approx. 41-35-73 Ha. Are. from village Hedutane, Tal. Kalyan and village Umbroli, Tal. Ambemath, from the Notified area of 27 villages of Kalyan and Ambemath Taluka, as the Special Township Project and granted the Locational Clearance to the same subject to the terms and conditions mentioned therein (hereinafter referred to as 'Special Township Project No.3').

And whereas, the area under Special Township Project No. 1, 2 and 3 are situated in the jurisdiction of three various Planning Authorities/ Special Planning Authorities.

And whereas, considering the request of M/s Palava Dwellers Pvt. Ltd., Government in Urban Development Department vide notification no TPS-1217/16/CR-6/17/UD-12, dated 20/4/2017, has sanctioned the amalgamation of the Special Township Project No.1, 2 and 3 and for the implementation of such amalgamated Integrated Township Project, Government has appointed the Mumbai Metropolitan Region Development Authority or the Authority/Officer to whom powers are delegated for further permissions in area of such amalgamated Township Project area, subject to terms and conditions mentioned therein and thereafter, as per the provisions of the Integrated Township Project Regulations, Director of Town Planning, Maharashtra State, Pune has finally added an area admeasuring of 18-78-10 Ha. Are. vide notification no. R.P.MMR/Village Hedutane and others/T.P.C.R.-63117/TPV-33154, dated 16/6/2017 and thereafter an area admeasuring 10-99-14 Ha. Are. vide notification R.P.MMR/Village Hedutane and others/T.P.C.R.-572/18/TPV-33653 dated 18/7/2019 (hereinafter consolidated referred to as 'the Integrated Township Project No.1').

And whereas, under section 44(2) of the said Act, and as per the provisions of the Integrated Township Project Regulations, the Government in Urban Development Department, vide notification no. TPS-1218/3587/CR-93/19/UD-12, dated 5/9/2019, has declared an area admeasuring 87-32-16 Ha. Are., from villages Gharivili, Katal, Kole, Mangoon, Hedutane, Tal. Kalyan, from the notified area of 27 villages of Kalyan and Ambemath Taluka, as the Integrated Township Project and granted the Locational Clearance to the same to M/s. Lothe Developers Ltd. & others, subject to

Regulation No. 14.1.1.1 of the Unified Development Control and Promotion Regulations;

Now therefore, without prejudice to the provision of the said Act, the Government in exercise of the powers conferred under sub-section (2) of section 44 of the said Act, hereby:-

- 1) Includes an area admeasuring 1293.00 sq. mt. of land bearing S. Nos. 1/12A, 1/12B, 1/12C, of village Hedutane, Tal. Kalyan in the Integrated Township Project No.1 and declares the said area as the part of the Integrated Township Project No.1 and grants the Locational Clearance subject to the terms and conditions as mentioned below.
- 2) The area under the aforesaid 1293.00 sq.mt. for which Locational Clearance is granted, earlier amalgamated sanctioned by the Government for an area 272-70.43 Ha. Are. vide directives dated 20/4/2017, are added in this amalgamated Township by the Director of Town Planning, Maharashtra State, Pune 18-78.50 Ha. Are. vide notification dated 16/6/2017 & 10-99.40 Ha. Are. vide notification dated 18/7/2019 and an area 87-32.16 Ha. Are. for which Locational Clearance is granted by the Government vide notification dated 5/9/2019 are allowed to be amalgamated.
- 3) Out of the total area amalgamated, the area under Ambemath, Kulgion, Badlapur and surrounding Notified Area, for which Mumbai Metropolitan Regional Development Authority is Special Planning Authority, hereby directs Mumbai Metropolitan Region Development Authority or the Authority/Officer to whom powers are delegated shall give permissions as per the provision of Integrated Township Project. However, if Mumbai Metropolitan Region Development Authority has earlier authorised the Collector for giving permissions, then the said order shall be kept intact, as per the Regulation No. 14.1.1.1 of the Unified Development Control and Promotion Regulations for this amalgamated Integrated Township Project.

The aforesaid approval is subject to following terms and conditions

Terms and Conditions :-

- 1) The Applicant Company has not entered in to agreement with all concerned owners mentioned in the 7/12 Extract in respect of lands bearing S. Nos. 1/12A and 1/12C. Hence it is necessary for the

Applicant Company to take the consent of remaining owners before obtaining the Letter of Intent from the concerned Collector.

- 2) The terms and conditions mentioned in the Locational Clearance granted by the Government vide Notification dated 3/3/2014, dated 22/8/2014, dated 8/7/2015, dated 5/9/2019 and dated 16/6/2017, dated 18/7/2019 and also Government Directives dated 16/6/2017 shall be applicable for this amalgamated Integrated Township Project.
- 3) Out of the total area of the amalgamated Integrated Township Project, the Applicant Company shall have the Power of Attorney of 7-23-97 Ha. Are. area of the Integrated Township Project No.1 and shall be binding on the Applicant Company to submit and submit the Registered Power of Attorney of M/s. Macrotech Developers Ltd. and the remaining area of M/s. Palava Dwellers Pvt. Ltd. shall submit the change of Certificate from Palava Dwellers Pvt. Ltd. to Macrotech Developers Ltd. issued by the concerned Registrar of Companies, before obtaining the Letter of Intent from the concerned Collector.
- 4) The Plan showing the boundaries of the amalgamated Integrated Township Project is appended herewith.
- 5) This notification along with the Plan shall be available for inspection by the general public, during working hours, on all working days, following offices, for a period of one month:-
 - i) The Metropolitan Commissioner, Mumbai Metropolitan Region Development Authority.
 - ii) The Collector, Thane.
 - iii) The Commissioner, Kalyan-Dombivli Municipal Corporation, Kalyan.
 - iv) The Joint Director of Town Planning, Konkan Division, Konkan Division, Navi Mumbai.
 - v) The Assistant Director of Town Planning, Thane Branch, Thane.
- 6) This notification shall also be available on the Government Website at www.maharashtra.gov.in

By order and in the name of the Governor of Maharashtra.

(P. M. Shinde)
Section Officer

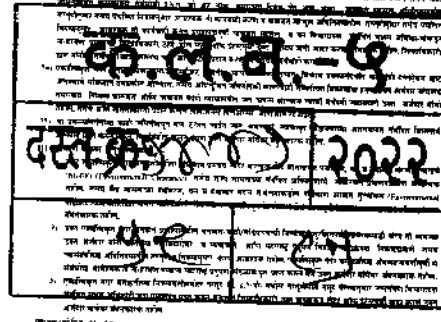


महाराष्ट्र शासन राजपत्र
असाधारण भाग एक-कोषण विभागीय पुरवणी

प्रतिष्ठित पदावली
नगर विभाग
पदावली

पदावली प्रकाशित व लागू होण्याची तारीख: 15/05/2022

पदावली प्रकाशित व लागू होण्याची तारीख: 15/05/2022



पदावली प्रकाशित व लागू होण्याची तारीख: 15/05/2022

पदावली प्रकाशित व लागू होण्याची तारीख: 15/05/2022

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Table with 4 columns: S.No., Sl. No., Area, and Amount. Lists various land parcels and their corresponding values.

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६० ८५

Table with 4 columns: S.No., Sl. No., Area, and Amount. Lists various land parcels and their corresponding values.

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Urban Development Department
NOTIFICATION
MUMBAI REGIONAL AND SUB-REGISTRAR OFFICE, B-9, BINTI BLDG, 2ND FLOOR, 100, BANGALORE ROAD, MUMBAI-400 002, DISTRICT OF WEST BOMBAY.

1. The said Applicants must have the necessary Development rights in respect of the lands under the Integrated Township Project. It shall be binding on the said Applicants in advance to the following: There is a copy of the application of the said Applicants, duly registered, required past history also shown entered into the said Register and the said Applicants as well as the others concerned before obtaining the Letter of Intent.



संलग्न तालिका प्रमाणित करण वर प्रमाणित करण प्रमाणित करण, दिनांक १५, २०२२/२२, पृ. ११०

पृष्ठ सं. १०११
कलम सं. १०११

आयकर बिल : 16/04/2012

व्यक्तिगत आय		व्यापारिक आय			अन्य आय		
अर्थ	राशि (₹)	अर्थ	राशि (₹)	अर्थ	राशि (₹)	अर्थ	राशि (₹)
परिवारिक आय	0.00	व्यापारिक आय	217.00	अन्य आय			
...
कुल आय	217.00	कुल आय	217.00	कुल आय	217.00	कुल आय	217.00

अर्थ	राशि (₹)	अर्थ	राशि (₹)	अर्थ	राशि (₹)
परिवारिक आय		व्यापारिक आय		अन्य आय	
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आयकर बिल : 16/04/2012

व्यक्तिगत आय		व्यापारिक आय			अन्य आय		
परिवारिक आय	0.00	व्यापारिक आय	217.00	अन्य आय			
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कुल आय	217.00	कुल आय	217.00	कुल आय	217.00	कुल आय	217.00

अर्थ	राशि (₹)	अर्थ	राशि (₹)	अर्थ	राशि (₹)
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आयकर बिल : 16/04/2012

व्यक्तिगत आय		व्यापारिक आय			अन्य आय		
अर्थ	राशि (₹)	अर्थ	राशि (₹)	अर्थ	राशि (₹)	अर्थ	राशि (₹)
परिवारिक आय	0.00	व्यापारिक आय	643.00	अन्य आय			
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कुल आय	643.00	कुल आय	643.00	कुल आय	643.00	कुल आय	643.00

अर्थ	राशि (₹)	अर्थ	राशि (₹)	अर्थ	राशि (₹)
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आयकर बिल : 06/06/2012

व्यक्तिगत आय		व्यापारिक आय			अन्य आय		
परिवारिक आय	0.00	व्यापारिक आय	643.00	अन्य आय			
...
कुल आय	643.00	कुल आय	643.00	कुल आय	643.00	कुल आय	643.00

अर्थ	राशि (₹)	अर्थ	राशि (₹)	अर्थ	राशि (₹)
परिवारिक आय		व्यापारिक आय		अन्य आय	
...

CP (CAA) 138/MB/2021
connected with

CA (CAA) 985/MB/2020
In the matter of the Companies Act, 2013

And
In the matter of Section 230 to 232 of the
Companies Act, 2013 and other applicable
provisions of the Companies Act, 2013 and
rules framed thereunder

And
In the matter of Scheme of Amalgamation
(Merger by Absorption) of Pelava Dwellers
Private Limited (Transferor Company) having
CIN : U76100MH2013PTC282271 with
Macrotech Developers Limited (Transferee
Company) having CIN
145200MH1995PLE003041 and their
respective shareholders (Scheme)

Pelava Dwellers Private Limited
having its registered office at 412,
Floor - 4, 175 Vardhaman
Chamber, Cawasji Patel Road,
Mominan Circle, Fort, Mumbai
400001, Maharashtra

...Transferor Company/ First Petitioner Company

Macrotech Developers Limited
having its registered office at 412,

Floor - 4, 175 Vardhaman
Chamber, Cawasji Patel Road,
Mominan Circle, Fort, Mumbai
400001, Maharashtra

...Transferee Company/ Second Petitioner Company

Order delivered on: 26.10.2021

Case no:
Hon'ble Sr. Justice S. K. Kulkarni, Member (Judicial)
Hon'ble Sr. Justice Anuradha Sanjay Bhatia, Member (Technical)

Appearances (via videoconferencing):
For the Petitioners: Jeet Gandhi
For the Regional Director (MR): Ms. Rupa Sutar, Deputy Director
Per: Suchitra Kanuparth, Member (J)

ORDERS

- The Court is convened by videoconferencing today (26.10.2021).
- Hon'ble Learned Counsel for the First Petitioner Company and the Second Petitioner Company (collectively referred to as "Petitioner Companies"). No objection has come before the Tribunal to oppose the petition and nor has any party controverted any statements made in the petition.
- The sanction of the Tribunal is sought under Section 230 to 232 and other applicable provisions of the Companies Act, 2013 ("Act") and in the matter of Scheme of Amalgamation (Merger by Absorption) of Pelava Dwellers Private Limited (Transferor Company/First Petitioner Company)

with Macrotech Developers Limited (Transferee Company/ Second
Petitioner Company) and their respective shareholders ("Scheme").

4. The Report prepared by the Regional Director of Maharashtra
Petitioner Companies are currently engaged in the business of real estate
development.

5. The Hon'ble Learned Counsel for the Petitioner Companies (Merger by
Absorption) is not out of order:

(i) Synergies arising out of consolidation of business, such as
enhancement of net worth of the combined business to
enable it to avail of the benefits of economies of scale and
to improve its financial resources and management efficiency,
and

(ii) Reducing operational and compliance costs

6. Both the Petitioner Companies have approved the Scheme by passing
their respective Board Resolutions on 13.09.2020 and have approached the Tribunal
for sanction of the Scheme.

7. Learned Counsel for the Petitioner Companies submits that the Joint
Company Petition has been filed in accordance with the order passed in
Company Scheme Application C.A. (CAA) 985/MB/2020 on 26.05.2020 and
by further directions contained in the order passed in CA/37/MB/2021 on
17.06.2021 passed by this Hon'ble Tribunal.

8. The Regional Director has filed its report dated 27.06.2021 ("Report")
praying that this Tribunal may pass such orders as it thinks fit, save and
except as stated in paragraphs IV (a) to (c) and in response to the



observations of the Regional Director, the Petitioner Companies have filed
an Affidave in Reply filed on 10th September, 2021 and have clarified
as follows.

Sr. No.	Regional Director Report / Observation Dated 27 th August, 2021	Response from the Petitioner Companies
IV (a)	In addition to compliance of AS-14 (IND AS - 107) the Transferor Company shall pass such accounting entries which are necessary in connection with the scheme to comply with other applicable Accounting Standards such as AS-5 (IND AS-4) etc.;	As per the observation of the Regional Director, as stated in IV (a) is concerned, the Second Petitioner Company, through its Counsel, undertakes that in addition to compliance of IND AS - 103, it shall pass such accounting entries which are necessary in connection with the scheme to comply with other applicable Accounting Standards such as IND AS-8, etc.

IV (b)	As per Part I-Definitions Clause 1(i), & 1(j) of the Scheme "Appointed Date" means the 1st day of April 2019 or such other date as may be fixed or approved by National Company Law Tribunal, Mumbai Bench.	As far as the observation of the Regional Director, as stated in IV (b) is concerned, the Petitioner Companies, through their Counsel, submit that as per Clause 1.3 of the Scheme, the Appointed Date means the 1st day of April 2019 or such other date as may be fixed or approved by National Company Law Tribunal, Mumbai Bench. Further, as per Clause 1.5 of the Scheme, the Effective Date means the last of the dates on which the certified copies of the orders sanctioning this Scheme, passed by the National Company Law Tribunal of Mumbai, are filed with the Registrar of Companies, Mumbai by the Transferor Company and the Transferee Company. Any references in this Scheme to the date of "coming into effect of this Scheme" or "upon the Scheme becoming effective" shall mean the Effective Date.
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In this regard, it is submitted that Section 232 (b) of the Companies Act, 2013 states that the scheme under this section shall clearly indicate an appointed date from which it shall be effective and the scheme shall be deemed to be effective from such date and not a date subsequent to the appointed date. However, this aspect may be decided by the Hon'ble Tribunal taking into account its inherent powers. Further, the Petitioner may be asked to comply with the requirements as clarified vide circular No. F. No. 772/2019/CL-1 dated 21.08.2019 issued by the Ministry of Corporate Affairs.

dated 21.08.2019 issued by the Ministry of Corporate Affairs.



IV (c)	The Hon'ble Tribunal may kindly note the undertaking that this Scheme is approved by the requisite majority of members and creditors as per Section 230(5) of the Act in meetings duly held in terms of sub-section (3) to (5) of Section 230 of the Act and the Minutes thereof are duly placed before the Tribunal.	As per the observation of the Regional Director, as stated in IV (c) is concerned, the Petitioner Companies, through their Counsel, submit that in pursuance of the directions contained in the order passed by the Tribunal in Company Scheme Application C.A. (CAA) 985/MB/2020 on 26 th May 2020 and by further directions contained in the order passed in CA/37/MB/2021 on 17 th June, 2021, the First Petitioner Company was directed to convene and hold the meeting of the Equity Shareholders on 23 rd July, 2021 at 10 am through Video Conferencing and the Second Petitioner Company was granted dispensation from convening and holding the meeting of the Equity Shareholders based on the Consent Affidavits from the shareholders representing 100% shareholding in the Second Petitioner Company. Further,
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	the, vide the above-mentioned orders, the Petitioner Companies were granted dispensation from convening and holding the meeting of the Secured Creditors and Unsecured Creditors and were required to intimate all its Secured Creditors and the Unsecured Creditors having outstanding amount of more than Rs. 1,00,00,000 (Rupees One Crore Only). The Petitioner Companies confirm that the same was duly complied with by filing an Affidavit of Service on 9 th July 2021.
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As per the observation of the Regional Director, as stated in IV (d) is concerned, the Petitioner Companies, through their Counsel, submit that the Scheme enclosed in the Company Scheme Application is modified vide Board Resolution dated 25th January 2021 by the First Petitioner Company and Executive Committee of the Board Resolution dated 28th January 2021 by the Second Petitioner Company and the same was submitted to the Tribunal vide interdictory Application dated 09th February 2021. The Petitioner Companies confirm that the Scheme enclosed in the interdictory Application is the same as the Scheme filed along with the Company Scheme Petition and that the content of the Equity Shareholders through conducting a meeting (in the case of the First Petitioner Company) and through consent affidavits



(in the case of Second Petitioner Company) was obtained for such modified scheme.

IV (e) The Petitioners under provisions of section 230(5) of the Companies Act, 2013 have to serve notices to concerned authorities which are likely to be affected by Amalgamation, further, the approval of the scheme by this Honble Tribunal may not deter such authorities to deal with any of the issues arising after giving effect to the scheme. The decision of such Authority is binding on the Petitioner Company(s).

As far as the observation of the Regional Director, as stated in IV (e) is concerned, the Petitioner Companies, through their Counsel, submit that notices in accordance with Section 230 (5) of the Companies Act, 2013 have been served upon the concerned Income Tax Authorities, Regional Director, Registrar of Companies and Real Estate Regulatory Authority. Further, the Second Petitioner Company also served notice to Securities and Exchange Board of India and the stock exchanges. The Counsel for further undertakes that the sanction of the Scheme by this Tribunal will not deter any authorities to deal with any of the issues arising after giving effect to the Scheme and that such authorities will be well and accustomed in accordance with the law.

IV (f) Petitioner Company have to undertake to comply with section 232(3)(i) of Companies Act, 2013, where the transferee company is dissolved, the fee, if any, paid by the transferee company on its authorized capital shall be set-off against any fees payable by the transferee company on its authorized capital subsequent to the amalgamation and therefore, petitioners affirm that they comply the provisions of the section.

IV (g) The Petitioner Company may be directed to submit undertaking that the petitioner company shall ensure compliance of the all provisions of the Income Tax Act, 1961 including provisions of section 2(18) of the Income Tax Act.

As far as the observation of the Regional Director, as stated in IV (f) is concerned, the Petitioner Companies, through their Counsel, undertake to comply with all applicable provisions of the Income Tax Act, 1961 including provisions of section 2(18) of the Income Tax Act, 1961.

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IV (h) As per the Part-B Clause 21(1.1 to 1.6) of the Scheme (Considerandum): In this regard it is recommended that Honble Tribunal may kindly direct the Petitioner to comply with provisions of Section 55, Section 62 & Section 232(3)(i) of the Companies Act, 2013 or any other applicable provision of the Act.

As far as the observation of the Regional Director, as stated in IV (h) is concerned, the Petitioner Companies, through their Counsel, undertake to comply with all provisions of the Section 55, Section 62 of the Companies Act, 2013 or any other applicable provision of the Act, as applicable. The Second Petitioner Company, through its Counsel, submits that in accordance with Para 21.6 of Scheme, the approval of the shareholders to the Scheme shall be deemed to be due compliance of section 55 and section 62 of the Companies Act, 2013 and no further approval of shareholders under section 55 and section 62 of the Companies Act, 2013 is required to be obtained by the Transferee Company.

IV (i) As per Part - B Clause 12(2.1 & 12.5) of the Scheme (Accounting Treatment in the Books of the Transferee Company): Upon the Scheme becoming effective, the Transferee Company shall account for the merger of the Transferee Company in its books of accounts with effect from the Appointed Date as per "Pooling of Interest Method" provided in Appendix C of Indian Accounting Standard 203 (Business Combination of entities under common control) notified under the provision of the Companies Act, 2013.

In this regard it is stated that in Indian Accounting Standard (Ind-AS) 203 - Pooling of Interest Method to account for common

As far as the observation of the Regional Director, as stated in IV (i) is concerned, the Second Petitioner Company, through its Counsel, undertakes that the difference so credited to the "Capital Reserve arising out of Amalgamation" will not be available for distribution of dividend and other similar purposes.

control business combinations, under this method: Any difference, whether positive or negative, shall be adjusted against the capital reserves (or "Amalgamation Adjustment Deficit Account" in some cases) in view of the above it is submitted that the difference so credited to "Capital Reserve arising out of Amalgamation" shall not be available for distribution of dividend and other similar purposes.



IV (j) As per Part B Clause 23(1.1 to 1.3) of the Scheme (Aggregation of Authorized Capital) in this regard it is submitted that the Transferee Company shall be in accordance with the provisions of Section 13, Section 14, Section 62 and Section 232(3)(i) of the Companies Act, 2013. Further if any stamp duty is payable the same should be paid in accordance with applicable laws of the State.

As far as the observation of the Regional Director, as stated in IV (j) is concerned, the Petitioner Companies, through their Counsel, submit that they have served notice of Company Scheme Application upon RERA vide letter dated 3rd day of July 2022.



of the Act or any other applicable provisions of the Act, as the case may be and for this purpose the stamp duty and fee paid on the authorized share capital of the Transferee Company shall be utilized and applied to the increased authorized share capital of the Transferee Company and no payment of any extra stamp duty and/or fee shall be payable by the Transferee Company for increase in the authorized share capital to that extent. Further, in the event of any increase in the authorized share capital of Transferee Company and/or Transferee Company before the Effective Date, on sanctioning of the any other Scheme by the MCLL, such increase shall be given effect to while aggregating the authorized share capital.

IV (k) As Petitioner Private Limited (Transferee Company) and Meelech Developers Limited (Transferee Company) are engaged in the business of Construction and Real Estate Development/Business hence the petitioners are directed to obtain NOC from RERA regarding applicability of Real Estate Regulation and Development Act, 2016 with Maharashtra Rules and Regulation 2017.

As far as the observation of the Regional Director, as stated in IV (k) is concerned, the Petitioner Companies, through their Counsel, submit that they have served notice of Company Scheme Application upon RERA vide letter dated 3rd day of July 2022.



IV (i) Since the Macrotech Developers Limited, the Transferee Company limited by shares, is listed on the Bombay Stock Exchange and National Stock Exchange, the Petitioner Company be directed to place on record whether necessary approval from SEBI and other concerned stock exchange have been obtained and whether the meeting of the Shareholders/class of shareholders have been convened as per the listing/SEBI guidelines.

As far as the observation of the Regional Director, as stated in IV (i) is concerned, the Second Petitioner Company, submits that the prior approval of SEBI and the concerned Stock Exchanges was not required as the Second Petitioner Company got listed subsequently after the admission of Application by the Tribunal. However, the Second Petitioner Company has served a notice of Company Scheme Application upon SEBI, the Bombay Stock Exchange and the National Stock Exchange vide letter dated 3rd day of July 2021 and no observations have been received by the Second Petitioner Company from them. Further, the Second Petitioner Company submits that in pursuance of the directions contained in the order of the Tribunal passed in Company Scheme Application C.A. (CAA) 965/MB/2020 on 26th May 2020 and by further

directions contained in the order passed in CA/37/MB/2021 on 17th June, 2021, Second Petitioner Company was granted dispensation from convening and holding the meeting of the Equity Shareholders based on the Consent Affidavit from the shareholders representing 100% shareholding in the Second Petitioner Company filed with the Tribunal on 13th April 2021. Therefore, the Second Petitioner Company was not required to convene the meeting of the Equity Shareholders.

IV (ii) Since the Transferee Company and the Transferee Company have for registration-resident shareholders, therefore, it is subject to the compliance of Section 23 of the FEMA Act, 2013 the FEMA Regulations, 2013. The Petitioner Company is of the view that the Transferee Company will not issue shares to any foreign shareholders and hence compliance of FEMA and FEMA Regulations, 2013 is not applicable.

As far as the observation of the Regional Director, as stated in IV (ii) is concerned, the Petitioner Companies, through their Counsel, submit that there are no foreign shareholders in the Transferee Company. As far as the Second Petitioner Company is concerned, the Transferee Company will not issue shares to any foreign shareholders and hence compliance of FEMA and FEMA Regulations, 2013 is not applicable.

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IV (iii) The Petitioner Companies to place on record to provide details regarding meeting of Shareholders other than Promoters, has been convened or not and reports thereof.

As far as the observation of the Regional Director, as stated in IV (ii) is concerned, the Petitioner Companies, through their Counsel, submit that in pursuance of the directions contained in the order of the Tribunal passed in Company Scheme Application C.A. (CAA) 965/MB/2020 on 26th May 2020 and by further directions contained in the order passed in CA/37/MB/2021 on 17th June, 2021, the First Petitioner Company convened and held the meeting of the Equity Shareholders on 23rd July, 2021 at 10 am through video conferencing and filed the Chairman's Report with this NCLT on 26th July, 2021. The said meeting was attended personally/virtually representative by 2 Equity Shareholders of the First Petitioner Company entitled together to total number of 1,00,000 Equity Shares having total value of Rs. 1,00,00,000 representing 99.99%

of the total value of Equity Shares of the First Petitioner Company. The Second Petitioner Company got dispensation from convening and holding the meeting of the Equity Shareholders based on the Consent Affidavit filed with this NCLT on 15th April, 2021.

IV (a) As regards the complaints indicated at para 15 above, under the head - Status of Complaint as per MCA 21 Service - Screen Shot, it is submitted that the Petitioner be directed to mention all the facts in this regard about complaints explain about the allegations made therein, and resolve complaints before approval of the scheme.

As far as the observation of the Regional Director, as stated in IV (a) is concerned, the Second Petitioner Company, through its Counsel, submit that complaint as referred in the said paragraph pertains to Non-Disclosure in Draft Red Herring Prospectus and the Second Petitioner Company had submitted its reply to the Registrar of Companies, Mumbai, vide letter dated 04th day of September, 2018 and 30th October, 2018 basis which the SEBI has confirmed that the complaint is treated as closed. Further the Second Petitioner Company undertakes to deal with above said complaints and accordance with law as and when any communication is received from ROC to the Company.

IV (b) In view of the observation made by the ROC Mumbai mentioned at para 16 above Mumbai NCLT may pass appropriate orders as deem fit.

As far as the observation of the Regional Director, as stated in IV (b) the Petitioner Companies, through their Counsel,

undertake to follow the instructions/directions given by ROC, Mumbai.

16. In the Transferee Company or be deemed to be transferred to and vested in the Transferee Company as a going concern so as to become the assets and properties of the Transferee Company. Further, upon the coming into effect of the Scheme and with effect from the Appointed Date, all the liabilities of the Transferee Company, including all secured and unsecured debts (whether in Indian rupees or foreign currency), sundry creditors, liabilities (including contingent liabilities), dues and obligations and undertakings related to the Transferee Company shall, pursuant to the sanction of this Scheme by the Tribunal under and in accordance with the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, without any further act, instrument, deed, matter or thing, be transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company, along with any charge, encumbrance, lien or security thereon, and the same shall be assumed by the Transferee Company in accordance with the Scheme.

14. Upon effectiveness of the Scheme and in consideration for the amalgamation of the Transferee Company into the Transferee Company, the Transferee Company shall, without any further act or deed, issue and allot to all the equity shareholders of the Transferee Company, except itself, whose names are appearing in the Register of Members of Transferee Company as on the Record Date 54,896,74 Non-Cumulative Redeemable Preference Shares (NCRPS) of INR 10/- each fully paid up of Macrotech Developers Limited to be issued for every 1 (One) Equity share of INR 10/- each held by the equity shareholder (other than Macrotech Developers Limited) of Palave Developers Private Limited.

15. On the Scheme becoming effective, equity shares of the Transferee Company held by the Transferee Company shall stand cancelled without any further act or deed.



16. All the regulatory compliances have been fulfilled, CP (CAA) 136/MB/2021 is hereby closed in terms of the aforesaid clauses of the said Company Scheme.

17. The Scheme is hereby sanctioned with the Appointed Date of 01.04.2019.

18. The Transferee Company be dissolved without winding up.

19. The Petitioner Companies are directed to file a copy of this Order along with a copy of the Scheme with the concerned Registrar of Companies, electronically along with e-form INC28 within 30 days from the date of receipt of the certified copy of Order by the Petitioner Companies. The Scheme will become effective on the date of receipt of this order with the concerned Registrar of Companies.

20. Petitioner Companies to lodge a copy of this Order along with the Scheme duly authenticated/certified by the Deputy Director or the Assistant Registrar, National Company Law Tribunal, Mumbai Bench, with the concerned Superintendent of Stamps for the purpose of attestation of stamp duty payable. If any, within 60 days from the date of receipt of the certified Order from the Registry of the Tribunal.

21. All concerned regulatory Authorities to act on a copy of this Order along with Scheme duly certified by the Deputy Director or the Assistant Registrar, National Company Law Tribunal, Mumbai Bench.

22. Any person interested is at liberty to apply to this Tribunal in the above matters for any directions that may be necessary.

23. Any concerned Authorities are at liberty to approach this Tribunal for any further clarification as may be necessary.

24. Ordered accordingly.

SD/- Anuradha Sanyal Bhoite
Member (Technical)

SD/- Sumitra Karapantil
Member (Judicial)

Certified True Copy
Date: 28/11/2022
Page No: 29
Signature: [Signature]
Date: 29/11/2022
Notary Seal: [Notary Seal]

क.ल.न.-५

दस्त क्र. १४४१ २०२२

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BOARD OF INVESTIGATION, DELHI BY A RESOLUTION
IN
PUBLIC NOTICE AND PRIVATE ORDER
TRANSFER COMPANY
WITH
MUSKETEER DEVELOPMENT LIMITED
TELESPHERE COMPANY
AND
THE DELHI TELEPHONE BOARD
IN DISCHARGE OF THE DUTIES OF THE SECRETARY TO THE BOARD OF INVESTIGATION
TRANSFER COMPANY

PREAMBLE
The Board of Investigation, Delhi, by a resolution passed on the 28th day of November 2022, has decided to transfer the assets of the Company to the Board of Investigation, Delhi, and to transfer the liabilities of the Company to the Board of Investigation, Delhi, and to transfer the assets of the Company to the Board of Investigation, Delhi, and to transfer the liabilities of the Company to the Board of Investigation, Delhi.

1. DESCRIPTION OF THE COMPANY
The Company is a public limited company, incorporated in India, and is engaged in the business of providing telecommunication services. The Company is a subsidiary of the Board of Investigation, Delhi, and is a member of the Board of Investigation, Delhi.

2. DETAILS OF THE ASSETS AND LIABILITIES
The assets of the Company are as follows: [List of Assets]
The liabilities of the Company are as follows: [List of Liabilities]

3. DETAILS OF THE ASSETS AND LIABILITIES
The assets of the Company are as follows: [List of Assets]
The liabilities of the Company are as follows: [List of Liabilities]

4. DETAILS OF THE ASSETS AND LIABILITIES
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The liabilities of the Company are as follows: [List of Liabilities]

5. DETAILS OF THE ASSETS AND LIABILITIES
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The liabilities of the Company are as follows: [List of Liabilities]

6. DETAILS OF THE ASSETS AND LIABILITIES
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8. DETAILS OF THE ASSETS AND LIABILITIES
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9. DETAILS OF THE ASSETS AND LIABILITIES
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The liabilities of the Company are as follows: [List of Liabilities]

10. DETAILS OF THE ASSETS AND LIABILITIES
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The liabilities of the Company are as follows: [List of Liabilities]

11. DETAILS OF THE ASSETS AND LIABILITIES
The assets of the Company are as follows: [List of Assets]
The liabilities of the Company are as follows: [List of Liabilities]

12. DETAILS OF THE ASSETS AND LIABILITIES
The assets of the Company are as follows: [List of Assets]
The liabilities of the Company are as follows: [List of Liabilities]

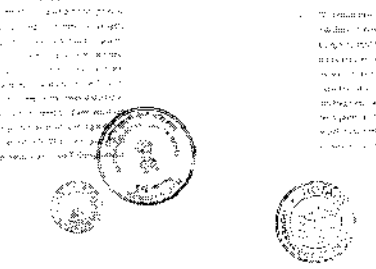
13. DETAILS OF THE ASSETS AND LIABILITIES
The assets of the Company are as follows: [List of Assets]
The liabilities of the Company are as follows: [List of Liabilities]

14. DETAILS OF THE ASSETS AND LIABILITIES
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The liabilities of the Company are as follows: [List of Liabilities]

16. DETAILS OF THE ASSETS AND LIABILITIES
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The liabilities of the Company are as follows: [List of Liabilities]

17. DETAILS OF THE ASSETS AND LIABILITIES
The assets of the Company are as follows: [List of Assets]
The liabilities of the Company are as follows: [List of Liabilities]





14/01/2016

सूची क्र.2

दुय्यम निबंधक : इ.नि. कल्याण १

दस्त क्रमांक : 4817/2016

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Regn:63m

पत्राचे नाव : 1) हेतुदणे

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- (1) विलेखाचा प्रकार
(2) मोबदला
(3) बाजारभाव(भाडेपट्ट्याच्या मानितपट्टाकार आकाराची देतो की पट्टेदार ते नमुद करावे)
(4) भू-मापन, पोटहिस्ता व धरक्रमांक (असल्यास)

1) पालिकेचे नाव: ठाणे इतर वर्णन : इतर माहिती: सीजे. हेतुदणे, सर्वे नं. 24/1B क्षेत्र. 3340 चौ.मी. सर्वे नं. 260/1A क्षेत्र. 2300 चौ.मी. सर्वे नं. 260/2 क्षेत्र. 6530 चौ.मी. सर्वे नं. 25/2B क्षेत्र. 2030 चौ.मी. सर्वे नं. 212/9B क्षेत्र. 4670 चौ.मी. सर्वे नं. 212/12B क्षेत्र. 3640 चौ.मी. सर्वे नं. 212/2 क्षेत्र. 6000 चौ.मी. सर्वे नं. 212/5 क्षेत्र. 2200 चौ.मी. सर्वे नं. 212/8 क्षेत्र. 500 चौ.मी. सर्वे नं. 262/- क्षेत्र. 6300 चौ.मी. पैकी 3150 चौ.मी. सर्वे नं. 269/1C क्षेत्र. 50 चौ.मी. सर्वे नं. 270/- क्षेत्र. 400 चौ.मी. सर्वे नं. 212/10 क्षेत्र. 2500 चौ.मी. पैकी 1250 चौ.मी. सर्वे नं. 260/3 क्षेत्र. 3600 चौ.मी. पैकी 1800 चौ.मी. सर्वे नं. 260/4 क्षेत्र. 2800 चौ.मी. पैकी 1400 चौ.मी. सर्वे नं. 260/1B क्षेत्र. 2200 चौ.मी. एकूण क्षेत्र. 41460 चौ.मी. ((Survey Number : २४/१३ व इतर :))

- (5) क्षेत्रफळ
(6) आकारणी किंवा जुबी देण्यात असेल तेव्हा.
(7) दस्तऐवज करून घेणा-या/सिद्ध ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.

1) 41460 चौ.मीटर

1) नाव:- वावुसिंग राजगुरू यांचे कु.मु. म्हणून श्रीकृष्ण मोडवे - - बय:- 42; पत्ता:- प्लॉट नं. - , माळा नं. - , इमारतीचे नाव:- , ब्लॉक नं. - , रोड नं. कस्तुरीप्लाझा होबिवली पूर्व, महाराष्ट्र, ठाणे. पिन कोड:- 421201 पिन नं:- AADPR498 (N)

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

1) नाव:- पलासा इवेलर्स प्रा. लि. पूर्वीचे नाव सोदा इवेलर्स प्रा. लि. तर्फे विपक एन सोदा यांचे कु.मु. म्हणून श्रीकृष्ण मोडवे - - बय:- 42; पत्ता:- प्लॉट नं. - , माळा नं. - , इमारतीचे नाव:- , ब्लॉक नं. - , रोड नं. कस्तुरीप्लाझा होबिवली पूर्व, महाराष्ट्र, ठाणे. पिन कोड:- 421201 पिन नं:- AABCL1117D

- (9) दस्तऐवज करून दिल्याचा दिनांक
(10) दस्त नोंदणी केल्याचा दिनांक
(11) अनुक्रमांक, खंड व पृष्ठ
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क
(13) बाजारभावाप्रमाणे नोंदणी शुल्क
(14) शेर



मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारतांना निवडलेला अनुच्छेद :-

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





Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT

FORM 'C'

[See rule 6(a)]

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This registration is granted under section 5 of the Act to the following project under project registration number : **P51700032683**

Project: **Foresta C, D and G** , Plot Bearing / CTS / Survey / Final Plot No.: **53/1, 53/3, 65/15B** at **Mangaon, Kalyan, Thane, 421203**;

- Macrotech Developers Limited** having its registered office / principal place of business at **Tehsil: Mumbai City, District: Mumbai City, Pin: 400001**.
- This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with the allottees;
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (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 **24/01/2022** and ending with **30/04/2026** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
 - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
 - That the promoter shall take all the pending approvals from the competent authorities
- If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Dated: **24/01/2022**

Place: **Mumbai**

Signature valid
Digitally Signed by
Dr. Vasant Premchand Prabhu
(Secretary, MahaRERA)
Date: 24-01-2022 10:53:22

Signature and seal of Authorized Officer
Maharashtra Real Estate Regulatory Authority



घोषणापत्र

मी, सुरेन्द्र नाथर / पंढरी चोवरी / सगीत चौवरी / रिजेक्ट व्यवसाय / विनियम संघ / खोंब वालीकोवय / बगई सोरख वा धारे कोविर कुतो की, दुय्यन निबंधक / मांने कानलियात

मांने कां शिर्काचा दस्त नोंदणीसाठी यादर करण्यास आता आहे. रीतिर सख्ठोबा / लिखा बाल वाली दिनांक 04/10/2021 रोजी आम्हाला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, दर दस्त नोंदणीस सादर केला आहे / निष्पादीत करून कुलजीबाबद रिसा आहे. सदर कुलमुखत्यारपत्र लिहून देणार वाली कुलमुखत्यारपत्र रद्द केलेले नाही, किंवा कुलमुखत्यारपत्र लिहून देणार वक्तोपेकी कोणीही मषत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्द झालेलं ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे बंध असून उपरोक्त कृती करण्यास मी पुर्णतः सक्षम आहे. सदरचे सक्षम चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कसम ८२ अन्वये सिडेस मी यान राहील याची मला जबाबिद आहे.

दिनांक: 31/12/2022

दिनांक: 31/2/2022

सही
कुलमुखत्यार पत्राचे घोषणापत्र लिहून देणार



घोषणापत्र

मी, पंढरी केसरकर / गुरुज वंडेकर / प्रमोद कांतळे / प्रताप साखरेकर / श्रीलेश मोरे / अदिल्य नाइकर / संजय इचिदर / विनायक कानीकर / श्रीकांत कांळे वा धारे कोविर कुतो की, दुय्यन निबंधक

मांने कानलियात करारताया वा शिर्काचा दस्त नोंदणीसाठी सादर करण्यास / बगई सोरख वा धारे कोविर कुतो की, दुय्यन निबंधक / मांने कानलियात करारताया वा शिर्काचा दस्त नोंदणीसाठी सादर करण्यास वालीकोवय / बगई सोरख वाली दिनांक 04/10/2021 रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे / निष्पादीत करून कुलजीबाबद रिसा आहे. सदर कुलमुखत्यारपत्र लिहून देणार वाली कुलमुखत्यारपत्र रद्द झालेले नाही, किंवा कुलमुखत्यारपत्र लिहून देणार वक्तोपेकी कोणीही मषत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्द झालेलं ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे बंध असून उपरोक्त कृती करण्यास मी पुर्णतः सक्षम आहे. सदरचे सक्षम चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कसम ८२ अन्वये सिडेस मी यान राहील याची मला जबाबिद आहे.

दिनांक:

दिनांक: 31/2/2022

सही
कुलमुखत्यार पत्राचे घोषणापत्र लिहून देणार

क.ल.न.-५	
दस्त क्र. १००७	२०२२
७२	५

508115466
 Monthly Finance Report
 1.8.2022

आवक-व्यय-विवरण
 संचालन व्यय
 7,100.00
 8,000.00

अवशेष राशि
 2,11,740.00

अवशेष राशि
 2,11,740.00

D. H. C. Pvt. Ltd.
 Director General of Registration & Survey
 Receipt of Document Handling Charges

PNR: 8390202181450
 Transaction: 84102021

Bank Name: SBI
 Branch: SBI
 Account No: 10004132021100201238
 Amount: 831020218145000

क. ल. नं. - ५
 दस्त क्र. ५४४५ २०२२
 ७३ ८५

CHALLAN
 878 Form Number

आवक-व्यय-विवरण
 2022-23

आवक-व्यय-विवरण
 2022-23

आवक-व्यय-विवरण
 2022-23

CHALLAN
 878 Form Number

आवक-व्यय-विवरण
 2022-23

आवक-व्यय-विवरण
 2022-23

आवक-व्यय-विवरण
 2022-23



NOTICE TO SIGN THESE PRESENTS SHALL BEING THE [] MACHOTECH DEVELOPERS LIMITED - MS. SMTA SHRI, both company incorporated and registered under the provisions of the Companies Act, 2013 and having their registered offices at 412, Floor 4, 176 Vardhaman Chambers, Convent Road, North Horn, North Horn, Mumbai - 400 081, Maharashtra.

WHEREAS

A. The said Companies are engaged in business of real estate and are constructing and marketing various buildings consisting of residential and commercial premises and are seeking such residential and commercial premises' structure and other matters in India.

B. The Agreements to Sell, Agreements to Assign, Registration Agreements to Sell, Lease and License Agreements, Lease Deeds and such other documents with the prospective purchasers for the sale/lease/assignment of such residential and commercial premises' structures are required to be signed, executed, attested, lodged and registered before the concerned Sub-Registrar of Assurances from time to time in order to facilitate the same, the said Companies are desirous to appoint (1) Mr. Sandeep Singh (2) Mr. Parth Shah (3) Mr. Sangeet Chaudhary (4) Mr. Bhaskar Jaiswal (5) Mr. Aditya Singh (6) Mr. Jay Vaidhath and (7) Mr. Bernard Swarth, jointly and/or severally, as their true and lawful attorneys to do all or any of the following acts, deeds, matters and things as may be necessary in respect of the Agreements to Sell and/or Lease and License and related documents with a view to the prospective purchasers in the manner appearing hereafter.

NOW KNOW YE ALL AND THESE PRESENTS BEYOND THAT WE (1) MACHOTECH DEVELOPERS LIMITED - MS. SMTA SHRI, both company incorporated and registered under the provisions of the Companies Act, 2013 and having their registered offices at 412, Floor 4, 176 Vardhaman Chambers, Convent Road, North Horn, North Horn, Mumbai - 400 081, Maharashtra and (2) Mr. Sandeep Singh, Mr. Parth Shah, Mr. Sangeet Chaudhary, Mr. Bhaskar Jaiswal, Mr. Aditya Singh, Mr. Jay Vaidhath and Mr. Bernard Swarth, jointly and/or severally, as their true and lawful attorneys, do hereby certify that we and they are duly authorized to do all or any of the above acts, deeds, matters and things as may be necessary in respect of the Agreements to Sell and/or Lease and License and related documents with a view to the prospective purchasers in the manner appearing hereafter.

AND (2) Mr. Parth Shah, jointly and/or severally, as their true and lawful attorneys, do hereby certify that we and they are duly authorized to do all or any of the above acts, deeds, matters and things as may be necessary in respect of the Agreements to Sell and/or Lease and License and related documents with a view to the prospective purchasers in the manner appearing hereafter.

1. To execute the Letters of Address for the purpose of sale and allotment of residential and commercial premises' structures in the buildings constructed by the said Companies in various development projects in favour of the prospective purchasers.

2. To execute Agreements to Sell, Agreements to Assign, Registration Agreements to Sell, Lease and License Agreements, Lease Deeds relating to the sale/lease/assignment of the residential and/or commercial units in the buildings constructed by the said Companies and to execute other ancillary and incidental documents, papers, forms and notices in connection with such Agreements to Sell and/or Lease and License and/or Registration Agreements to Sell and/or Lease and License Agreements and/or Lease and License Agreements.

IN WITNESS WHEREOF, the management of the said Company, do hereby sign these presents, writings, affidavits and other ancillary papers and documents as may be required to enable the prospective purchasers of the residential and/or commercial units to secure loans and financial assistance from the banks and financial institutions for the purpose of payment of the contribution payable by such prospective purchasers to the said Companies, without making any reference or other communications or any other building of any nature whatsoever on behalf of or against the said Companies to or by the banks or financial institutions.

2022

- To prepare Deeds of Vestigation or Conveyance or Confirmation or any other document as may be required in connection with such Agreements to Sell and/or Agreements to Assign and/or Development Agreements to Sell and/or Lease and License Agreements and/or Lease Deeds for sale/purchase/lease of the residential and/or commercial units in the various buildings specified by the said Companies.
- To present and lodge for registration with the concerned Sub-Registrar of Assurance the Agreements to Sell, Agreements to Assign, Development Agreements to Sell, Lease and License Agreements, Lease Deeds, Deeds of Vestigation or Conveyance or Confirmation, relating to the sale/lease/lease of the residential and commercial units and other auxiliary and incidental documents, papers, forms and deeds in connection therewith.
- To execute and lodge for registration before the concerned Sub-Registrar of Assurance the Agreements to Sell, Agreements to Assign, Development Agreements to Sell, Lease and License Agreements, Lease Deeds, Deeds of Vestigation or Conveyance or Confirmation relating to the sale/lease/lease of the residential and commercial units and other auxiliary and incidental documents, papers, forms and deeds in connection therewith.

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To comply with the regulations and complete to the best of our ability to register such documents as may be required in connection with such Agreements to Sell and/or Agreements to Assign and/or Development Agreements to Sell and/or Lease and License Agreements and/or Lease Deeds for sale/purchase/lease of the residential and/or commercial units in the various buildings specified by the said Companies.

Details of Members and Shareholders of the Constituted Advisory Board:

Sr. No.	Name	Signature	Photograph
1.	Mr. Sandeep Jain	[Signature]	[Photograph]
2.	Mr. Parth Mehta	[Signature]	[Photograph]
3.	Mr. Saugat Chaudhary	[Signature]	[Photograph]
4.	Mr. Anshu Kumar	[Signature]	[Photograph]
5.	Mr. [Name]	[Signature]	[Photograph]

Stamp: 2029

LODHA
BUILDING & CONSTRUCTION

CERTIFIED COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF PALAVA DEVELOPERS PRIVATE LIMITED (PALAVA) AT ITS MEETING HELD ON 20th AUGUST 2024 AT LODHA EXCELLENCE APOLLO BELLS COMPOUND, G. B. JAIN MARG, BANDRA WEST, MUMBAI 400 050.

AUTHORITY OF SIGNING AND EXECUTING SPECIAL POWER OF ATTORNEY

RESOLVED THAT the said Special Power of Attorney (SPA) is placed before the meeting and is hereby approved and the consent of the Board is and is hereby granted to the said SPA in favor of Mr. Sandeep Jain, Mr. Parth Mehta, Mr. Saugat Chaudhary, Mr. Anshu Kumar, Mr. [Name] and Mr. [Name] (hereinafter referred to as "Authorized Signatories") in authority being bestowed to do all or any of the acts, deeds, matters and things as more particularly mentioned in the Special Power of Attorney.

RESOLVED FURTHER THAT the authorized signatories and the authorized persons as far may deem fit.

RESOLVED FURTHER THAT the authorized signatories and the authorized persons as far may deem fit, in order to the best of their ability to register such documents as may be required in connection with such Agreements to Sell and/or Agreements to Assign and/or Development Agreements to Sell and/or Lease and License Agreements and/or Lease Deeds for sale/purchase/lease of the residential and/or commercial units in the various buildings specified by the said Companies.

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other auxiliary and incidental documents, papers, forms and deeds in connection with such Agreements to Sell/Agreements to Assign/ Development Agreements to Sell/ Lease and License Agreements/Lease Deeds/Deeds of Vestigation or Conveyance or Confirmation relating to the residential and/or commercial units in the various buildings specified by the said Companies.

RESOLVED THAT no meeting/anything herein before mentioned, the said resolutions shall always act validly and not enable the Incompetence or direction received by them from the management or Board of Directors of the said Companies and the said Companies hereby agree to ratify and confirm all acts and things lawfully done by the said Attorney pursuant to the powers heretofore mentioned.

This Power of Attorney of all matters valid until 31st August 2024 or till such time that the Attorney is in full-time employment of the said Companies.

ALL MEMBERS/MEMBERS OF the said Companies have been called and submitted their respective votes to the Board of Directors on the 20th day of August 2024.

SIGNED AND DELIVERED
By the validly named
MANAGEMENT DEVELOPERS LIMITED
Through its Director
MS. ANAND KAMATHIA
In the presence of

SIGNED AND DELIVERED
By the validly named
PALAVA DEVELOPERS PRIVATE LIMITED
Through its Director
MS. DADU DADA
In the presence of

2029

4. Mr. Jay Vasanthan

7. Mr. Divyanshu Singh

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LODHA
BUILDING & CONSTRUCTION

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE EXECUTIVE COMMITTEE OF THE BOARD OF DIRECTORS OF PALAVA DEVELOPERS PRIVATE LIMITED AT ITS MEETING HELD ON 20th AUGUST 2024 AT LODHA EXCELLENCE APOLLO BELLS COMPOUND, G. B. JAIN MARG, BANDRA WEST, MUMBAI 400 050.

AUTHORITY OF SIGNING AND EXECUTING SPECIAL POWER OF ATTORNEY

RESOLVED THAT the said Special Power of Attorney (SPA) is placed before the meeting and is hereby approved and the consent of the Board is and is hereby granted to the said SPA in favor of Mr. Sandeep Jain, Mr. Parth Mehta, Mr. Saugat Chaudhary, Mr. Anshu Kumar, Mr. [Name] and Mr. [Name] (hereinafter referred to as "Authorized Signatories") in authority being bestowed to do all or any of the acts, deeds, matters and things as more particularly mentioned in the Special Power of Attorney.

RESOLVED FURTHER THAT the authorized signatories and the authorized persons as far may deem fit.

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GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS
 Office of the Registrar of Companies
 E-104, 100 Market Drive, Mumbai, Maharashtra, India, 400092

Certificate of Incorporation pursuant to change of name
 (Form No. 20 of the Companies (Incorporation) Rules, 2011)

Corporate Identification Number (CIN): U45202MH1999PLC099041

I hereby certify that the name of the company has been changed from **LEKHA DEVELOPERS LIMITED** to **SAKTECH DEVELOPERS LIMITED** vide office order of this registrar and that the company is listed by name.

Company was originally incorporated with its name **LEKHA DEVELOPERS PRIVATE LIMITED**

It was under my hand in Mumbai this Twenty fourth day of May two thousand sixteen



न्यायई ५४
 पावळ ०२/५५
 २०२१

In Witness Whereof
 I have signed
 this certificate
 at Mumbai
 this 24th day of
 May 2016
 Registrar of Companies
 Mumbai

Making Address as per record available in Register of Companies office:

SAKTECH DEVELOPERS LIMITED

412, Phase-4, 170 Vardaan Chamber, Changa Road, Marolli Nagar, Fort, Mumbai, Maharashtra, India, 400020


GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS
 Office of the Registrar of Companies

Form No. 20 of the Companies (Incorporation) Rules, 2011

Corporate Identification Number (CIN): U45202MH1999PLC099041

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Company was originally incorporated with its name **LEKHA DEVELOPERS PRIVATE LIMITED**

It was under my hand in Mumbai this Twenty fourth day of May two thousand sixteen

Registrar of Companies
Mumbai

24/05/2016

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न्यायई ५४
 पावळ ०२/५५
 २०२१



न्यायई ५४
 पावळ ०२/५५
 २०२१

THE SEAL OF JOINT SUB-REGISTRAR Kल्यान, D. S. B. DIST. THANE
 Kल्यान
 DIST. THANE



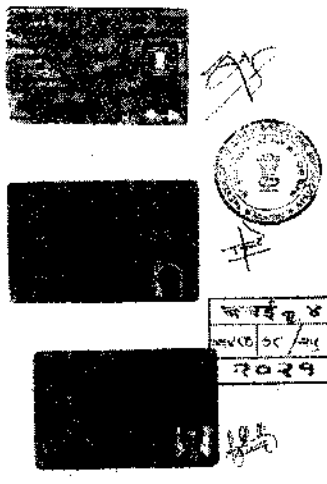
न्यायई ५४
 पावळ ०२/५५
 २०२१

न्यायई ५४
 पावळ ०२/५५
 २०२१



न्यायई ५४
 पावळ ०२/५५
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 पावळ ०२/५५
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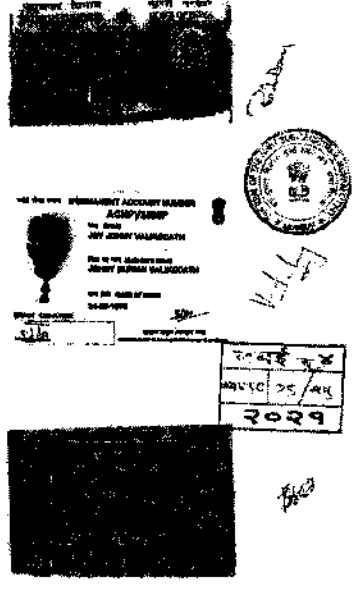
जयदेव क. क.
2020/25/म्य
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क.ल.न.	
दस्ता क्र. १००१	२०२२
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जयदेव क. क.
2020/25/म्य
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जयदेव क. क.
2020/25/म्य
२०२१

जयदेव क. क.
2020/25/म्य
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जयदेव क. क.
2020/25/म्य
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जयदेव क. क.
2020/25/म्य
२०२१

जयदेव क. क.
2020/25/म्य
२०२१

THE SEAL OF JOINT STATE POLICE TRAINING CENTRE

जयदेव क. क.
2020/25/म्य
२०२१

Sl. No.	Name	Designation	Signature	Date
1				
2				

जयदेव क. क.
2020/25/म्य
२०२१

जयदेव क. क.
2020/25/म्य
२०२१

Form with multiple columns and rows, containing text and small images. Includes a circular stamp on the left side.

क.ल.न.-५
 दस्तावेज क्र. ५४७
 २०२२
 २०२१
 Includes a circular stamp and a date stamp: १३/०२/२१

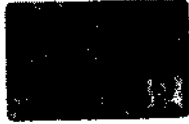
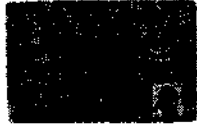
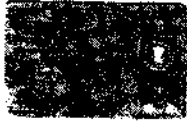
Form with text and a circular stamp. Includes a date stamp: १३/०२/२१

D. H. C. Receipt of Document Handing Charges
 Form with fields for PAN, Receipt No., and Payment Details. Includes a circular stamp and a date stamp: १३/०२/२१



Form with multiple columns and rows, containing text and a circular stamp. Includes a date stamp: १३/०२/२१

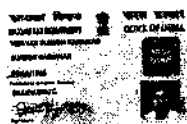
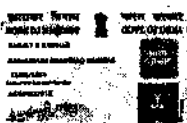
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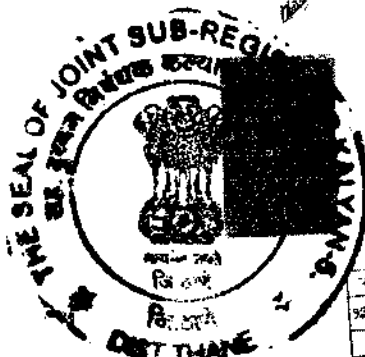
खसई नं ४
२४१७ १६/०५
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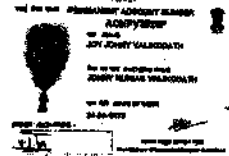
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खसई नं ४
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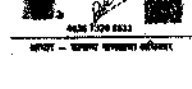
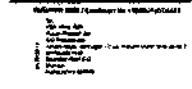
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खसई नं ४
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खसई नं ४
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२०२१



खसई नं ४
२४१७ १६/०५
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Form No. 10
 Date: 04/04/2022

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Handwritten signatures and notes

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क. न. - ५

दस्तावेज

2022

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आयकर विभाग
INCOME TAX DEPARTMENT
ALEXANDER PATRA
ARUN KUMAR PATRA
05/03/1990
Permanent Account Number
BKPPP3541M
Signature


भारत सरकार
GOVT. OF INDIA



Alexander Patra

आयकर विभाग
INCOME TAX DEPARTMENT
ANITA SWAIN
KRUSHNA CHANDRA SWAIN
05/11/1988
Permanent Account Number
CYLPS8737D
Signature

भारत सरकार
GOVT. OF INDIA



Anita Swain

क.ल.न.-५	
दस्त क्र. १४४१	२०२२
१२	८५

आयकर विभाग
INCOME TAX DEPARTMENT
VIJAY MARUTI GADE
MARUTI VITTHU GADE
19/09/1981
ANMPG0648P
Gade

भारत सरकार
GOVT. OF INDIA



आयकर विभाग
INCOME TAX DEPARTMENT
LOKESH VISHNU JOSHI
VISHNU SHANKAR JOSHI
13/11/1989
Permanent Account Number
APOPJ5322A
Signature

भारत सरकार
GOVT. OF INDIA



5071441

गुरुवार, 03 फेब्रुवारी 2022 1:03 म.नं.

दस्त गोषवारा भाग-1

कलन5

23/22

दस्त क्रमांक: 1441/2022

दस्त क्रमांक: कलन5 /1441/2022

वाजार मुल्य: रु. 29,70,800/-

मोबदला: रु. 72,33,431/-

भरलेले मुद्रांक शुल्क: रु.2,53,500/-

मुद्रांक शुल्क माफी असल्यास तपशिल :-

1) Tourism Unit in A zone. : Mudrank-2016/436/UOR No 7/CR128/M1 Dated 11th Jan 2018 (sr.1)

दु. नि. सह. दु. नि. कलन5 यांचे कार्यालयात

पावती:1511

पावती दिनांक: 03/02/2022

अ. क्र. 1441 वर दि.03-02-2022

सादरकरणाराचे नाव: अलेक्झांडर पात्रा - -

रोजी 1:01 म.नं. वा. हजर केला.

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1700.00

पृष्ठांची संख्या: 85

दस्त हजर करणाऱ्याची सही:

एकूण: 31700.00

Joint Sub Registrar Kalyan 5

सह. दुय्यम निबंधक वर्ग-२

कल्याण क्र.५

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

शिक्का क्र. 1 03 / 02 / 2022 01 : 01 : 51 PM ची वेळ: (सादरीकरण)

शिक्का क्र. 2 03 / 02 / 2022 01 : 02 : 52 PM ची वेळ: (फी)

Joint Sub Registrar Kalyan 5

सह. दुय्यम निबंधक वर्ग-२

कल्याण क्र.५

प्रतिज्ञा पत्र

सदर दस्तावेज नोंदणी कायदा १९०८ नियम १९६१ अंतर्गत तरतुदीनुसार नोंदणीस दाखल केला आहे. दस्तामधील संपूर्ण मजकूर, निष्पादक व्यक्ती: साक्षात्कार व सोबत जोडलेले कागदपत्रे दस्ताची सत्यता, वैधता कायदेशीर बाबीसाठी खालील निष्पादक व्यक्ती संपूर्णपणे जबाबदार आहेत तसेच सदर हस्तांतरण दस्तांमुळे राज्यशासन / केंद्रशासन यांच्या कोणताही कायदा / नियम / परिपत्रक यांचे उल्लंघन होत नाही

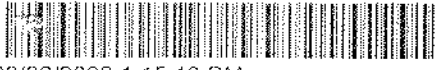
Alexander Parhi P.P. Karan

लेहन घणार सही

लिहून देणार तब

Amrita Swamy





03/02/2022 1 15:12 PM

दस्तावेज प्रकार - करारनामा

कल्याण 5

दस्तावेज क्रमांक: 1441/2022

दस्तावेज क्रमांक : कल्याण 5/1441/2022

दस्तावेज प्रकार : करारनामा

अनु क्र.	पक्षकारांचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा छपा
1	नाव: मॅक्रोटेक डेव्हलपर्स लि. (पूर्वीचे नाव पलाशा डेव्हलपर्स प्रा. लि) तर्फे क.मु. सुरेशचंद्र नायर तर्फे क. मु. पंढरी केळकर पत्ता: प्लॉट नं. -, माला नं. -, इमारतीचे नाव: 412 4था मजला 17जी वर्धमान चेंबर कावसजी पटेल रोड हार्निंगन सर्कल, फोर्ट, मुंबई, ब्लॉक नं. -, रोड नं. -, महाराष्ट्र, मुंबई. पिन नंबर: AAACL1490J	विहून घेणार वय :- 50 स्वाक्षरी:-		
2	नाव: अलेक्झांडर पाशा - - पत्ता: प्लॉट नं. -, माला नं. -, इमारतीचे नाव: न्यू म्हाडा बिल्डींग प्लॉट ई 1-1305 मिल रोड चुनाभट्टी मुंबई, ब्लॉक नं. -, रोड नं. -, महाराष्ट्र, मुंबई. पिन नंबर: BKPPP3541M	विहून घेणार वय :- 31 स्वाक्षरी:-		
3	नाव: अमिता स्वयं - - पत्ता: प्लॉट नं. -, माला नं. -, इमारतीचे नाव: न्यू म्हाडा बिल्डींग प्लॉट ई 1-1305 मिल रोड चुनाभट्टी मुंबई, ब्लॉक नं. -, रोड नं. -, महाराष्ट्र, मुंबई. पिन नंबर: CYLPS8737D	विहून घेणार वय :- 32 स्वाक्षरी:-		

वरील दस्तावेज करून देणार पक्षाकधीन करारनामा चा दस्तावेज करून दिल्याचे कथुल करतोस,
शिक्का क्र.3 ची वेळ: 03 / 02 / 2022 01 : 14 : 03 PM

ओळख:-

खालील टप्प्या असे निवेदीन करतात की ते दस्तावेज करून देणा-यांना ब्यन्निश: ओळखतात, व त्यांनी ओळख पटवितात

अनु क्र.	पक्षकारांचे नाव व पत्ता	छायाचित्र	अंगठ्याचा छपा
1	नाव: लोकेश जोशी - - वय: 30 पत्ता: चिंचगाडा कल्याण पूर्व पिन कोड: 421306		
2	नाव: विजय एम. साहे - - वय: 38 पत्ता: चिंचगाडा कल्याण पूर्व पिन कोड: 421306		

शिक्का क्र.4 ची वेळ: 03 / 02 / 2022 01 : 14 : 41 PM

शिक्का क्र.5 ची वेळ: 03 / 02 / 2022 01 : 14 : 47 PM नोंदणी पुस्तक 1 मध्ये

Joint Sub Registrar Kalyan 5

सह. दुय्यम निबंधक वर्ग-२

Payment Details

कल्याण क्र. ५

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	Macrotech Developers Limited	cChallan	69103332022020212325	MH0100000902022E	253500.00	SD	0006090005202122	03/02/2022
2	Macrotech Developers Limited	cChallan		MH0100000902022E	30000	RF	0006090005202122	03/02/2022
3		DHC		0202202216153	1700	RF	0202202216153D	03/02/2022

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

1441 /2022


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2. Get print immediately after registration.

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प्रमाणित करण्यात येते की, सदर दस्त
क्र. १४४७ मध्ये ९ पाने आहेत.
पुस्तक क्रमांक २ वर जोदला
दिनांक ०३/०२/२०२२


सह. दुय्यम निबंधक वर्ग-२
कल्याण क्र. ९

क.ल.न.-९	
दस्त क्र. १४४७	२०२२
९	९

