

## AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made at Mumbai this \_\_\_\_ day of \_\_\_\_, \_\_\_\_.

B E T W E E N:

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

AND

**Naveen Agrawal** residing / having its address at **A 203, Shree Ganesh CHS, Sector 14, Sanpada, Navi Mumbai, 400705 Maharashtra India** and assessed to income tax under permanent account number (PAN) **ABMPA0435A** 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**"



- 1.4. **"Arbitrator"** shall have the meaning ascribed to it in Clause 23.2 below.
- 1.5. **"Attorney"** shall have the meaning ascribed to it in Clause 11.4.2(b) below.
- 1.6. **"Authority"** shall mean (i) any nation or government or any province, state or any other political subdivision thereof; (ii) any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any governmental authority, agency, department, board, commission or instrumentality; or (iii) any court, tribunal or arbitrator.
- 1.7. **"BCAM Charges"** shall mean the Building common area maintenance charges payable by the Purchaser *inter alia* for the maintenance of the Unit/ Building, but shall not include FCAM Charges.
- 1.8. **"Building"** shall mean the single/multi-storied buildings to be/ being constructed as part of the Project.
- 1.9. **"Building Conveyance"** shall have the meaning ascribed to it in Clause 14.3 below.
- 1.10. **"Building Protection Deposit"** shall mean the amounts specified in the **Annexure 6A (Other Amounts Payable before DOP)**.
- 1.11. **"CAM Charges"** shall have the meaning ascribed to it in Clause 15.5
- 1.12. **"CAM Commencement Date"** shall mean the day from which the Purchaser will be required to pay BCAM Charges and FCAM Charges (if applicable) and will be the first day of the immediately succeeding month after the Date of Offer of Possession regardless of whether/when the Purchaser takes possession of the Unit.
- 1.13. **"Cancellation Deed"** shall have the meaning ascribed to it in Clause 11.4.2(a) below;
- 1.14. **"Car Parking Spaces"** shall mean a location where a 4 wheel passenger vehicle can be parked. Car Parking Spaces includes open / stilt / covered parking spaces and maybe located in the basement, car park (including multi-level car park), podium etc. Shortest walking distance between the Building entrance lobby and entry to location where car is parked shall not exceed 750 meters.
- 1.15. **"Carpet Area"** shall mean the net usable area of the Unit including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/ verandah/ open terrace area or any exclusive open terrace area. Carpet area is calculated prior to application of any finishes (i.e. on bare shell basis). Carpet area is subject to tolerance of (+/-) 3% (three per cent) on account of structural, design and construction variances. In case of any dispute on the measurement of Carpet Area, the same shall be physically measured after removing all finishes that have been applied/fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Carpet Area.
- 1.16. **"Cheque Bouncing Charges"** shall mean the charges payable by either Party to this Agreement on account of a cheque issued pursuant to this Agreement is not honoured for any reason, whatsoever, including 'insufficient funds', 'stop payment' or 'account closed', and shall mean an amount equivalent to 2.5% (two point five per cent) of the value of the cheque in question. If the amount of the said cheque and the Cheque Bouncing Charges thereto are not paid within a period of 30

**Annexure 6**

*(Unit and Project Details)*

- (I) **CUSTOMER ID** :2240546
- (II) **Correspondence Address of Purchaser**: A 203, Shree Ganesh CHS, Sector 14, Sanpada, Navi Mumbai, 400705 Maharashtra India
- (III) **Email ID of Purchaser**: nsps2338@gmail.com
- (IV) **Unit Details:**
- (i) Development/Project : Lodha Quality Home Tower 7
- (ii) Building Name : Tower 7
- (iii) Wing : W07
- (iv) Unit No. : W07-2303
- (v) Area :

	Sq. Ft.	Sq. Mtrs.
Carpet Area	496	46.08
EBVT Area	–	–
Net Area (Carpet Area +EBVT Area)	496	46.08

- (vi) Car Parking Space Allotted: 1

- (V) **Consideration Value (CV)**: Rs. 84,71,094/- (Rupees Eighty-Four Lakh Seventy-One Thousand Ninety-Four Only)

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

Sr. no.	On Initiation of below milestones	Amount (In Rs.)	Due Date
1	<b>Booking Amount I</b>	<b>81,000</b>	<b>29-01-2024</b>
2	<b>Booking Amount II</b>	<b>5,92,976</b>	<b>29-01-2024</b>
3	<b>Booking Amount III</b>	<b>14,43,797</b>	<b>25-02-2024</b>
4	<b>On offer of possession - I</b>	<b>63,53,321</b>	<b>25-03-2024</b>

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.



**Annexure 6A**

*(Other Amount Payable before DOP)*

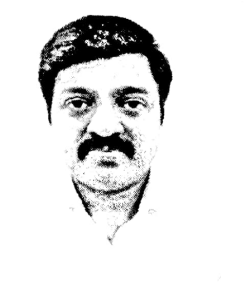
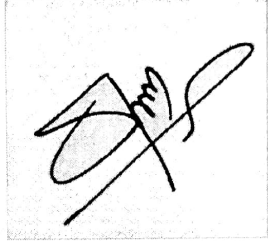

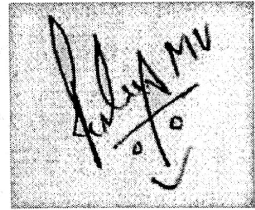

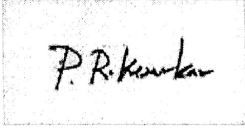
- (I) **Maintenance Related Amounts:** Provisional amounts (subject to actuals) covering period of      months from Date of Offer of Possession. Payable on/before the Date of Offer of Possession:
1. **BCAM Charges:**  
Rs. 57,140/- (Rupees Fifty-Seven Thousand One Hundred Forty Only) covering period of 18 months from DOP.
  2. **FCAM Charges (if applicable):** Rs. 1,08,624.00/- (Rupees One Lakh Eight Thousand Six Hundred Twenty-Four Only) covering period of 60 months from DOP.
  3. **Property Tax (Estimated):** Rs. 30,533/- (Rupees Thirty Thousand Five Hundred Thirty-Three Only) covering period of 18 months from DOP.
  4. **Building Protection Deposit:** Undated Cheque of 24,800.00/- (Rupees Twenty-Four Thousand Eight Hundred Only) toward Building Protection deposit which shall be encased only if there is violation of guidelines in respect of excitation of fit out/interior work.

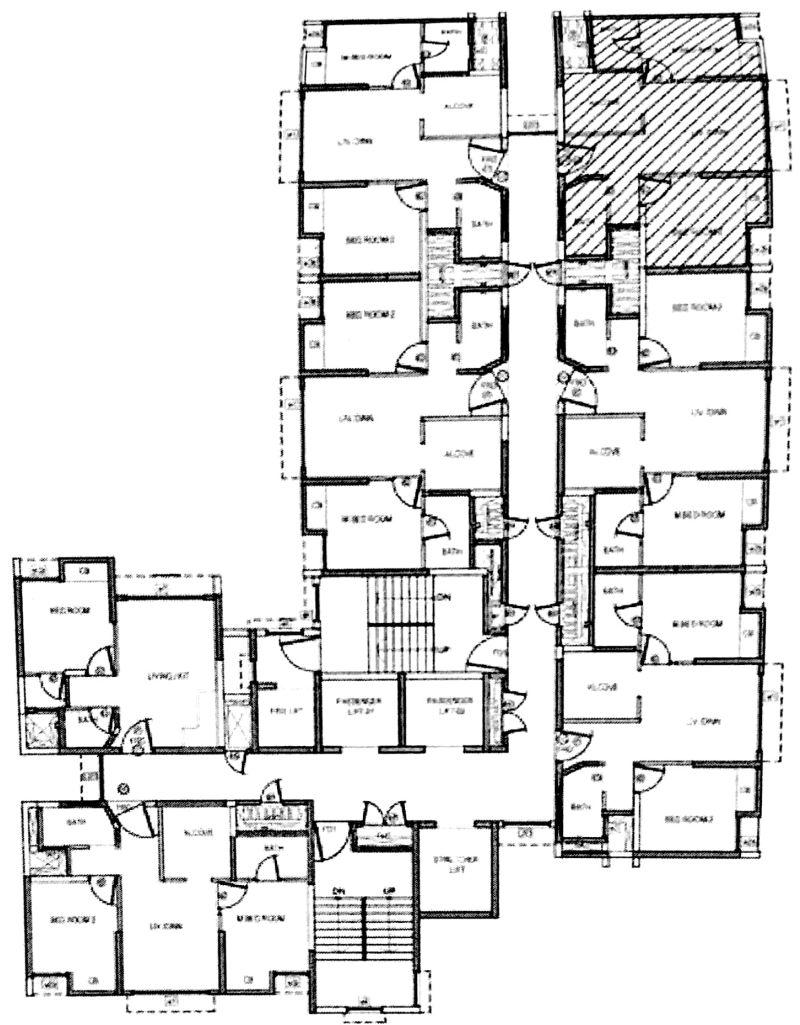
All amounts stated hereinabove are exclusive of Indirect Taxes (including but not limited to service tax, MVAT, GST, stamp duty etc.) and all such Indirect Taxes/levies have to be borne and paid by the Purchaser separately immediately upon the same being demanded by the Company.



**Annexure 10**

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

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



NOTE: "Plan not to the scale. For accurate measurements of carpet area, please follow polygon method. The carpet area is calculated assuming unfinished surfaces and any finishing may reduce the physical area accordingly. Carpet area may vary by +/- 3% on account of construction or design tolerances."

<b>CROWN - THANE</b>	<b>TOWER : 7</b>
<b>FLAT NO.: 03</b>	<b>FLOOR : 22nd to 23rd , 25th to 28th , 30th 31st</b>



**DEVELOPERS**  
**MACROTECH DEVELOPERS LIMITED**  
 412, Park & 170, Northwing Chambers, Causeway Park Road  
 Worli, Mumbai - 400021

**LEGEND**

	CARPET AREA
	EBVT



**ARCHITECT**  
**KAPADIA ASSOCIATES DESIGN LLP**  
 112, 114 PENINSULA CENTRE, DR. S.S. ROAD, BOMBAY  
 PAPER: 03, MUMBAI - 400012  
 TEL: +91 22 68622070/71/72 FAX: +91 22 68622044



# Maharashtra Real Estate Regulatory Authority

## REGISTRATION CERTIFICATE OF PROJECT FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number :  
**P51700026454**

Project: **Lodha Quality Home Tower 7** , Plot Bearing / CTS / Survey / Final Plot No.:**33/9CP 33/10P 33/11P 33/17P** at  
**Thane (M Corp.), Thane, Thane, 400601;**

- 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 **24/09/2020** and ending with **30/03/2026** 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.

Signature valid  
Digitally Signed by  
Dr. Vasant Premchand Prabhu  
(Secretary, MahaRERA)  
Date:09-09-2021 00:13:49

Dated: **08/09/2021**

Place: **Mumbai**

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





## THANE MUNICIPAL CORPORATION, THANE

(Registration No. 3 & 24)  
SANCTION OF DEVELOPMENT  
AMENDED PERMISSION COMMENCEMENT CERTIFICATE

Sub Plot B2 - Tower 7 - Stilt/Gr. (Part) + 1<sup>st</sup> to 30<sup>th</sup> Floors  
MLCP - Basement -1 + Gr. / Stilt - P0 + P1 to P11 + P12 (Pt.) Floors

V. P. No. New S05/0104/16 (Old 2005/140) TMC / TDD / 4124 / 22 Date: 7/7/2022  
To, Shri / Smt M/s. Pradeep M. Kamble & Asso (Architect)  
Shri. Kisan Waman Bhoir & Others  
Shri M/s. Macrotech Developers Ltd. (Owners)

With reference to your application No. 2717 dated 22/06/2022 for development permission / grant of Commencement certificate under section 45 & 69 of the the Maharashtra Regional and Town Planning Act, 1966 to carry out development work and or to erect building No. As Above in village Majiwade & Balkum Sector No. V Situated at Road / Street \_\_\_\_\_ S.No./C.S.T.No./F.P.No. As below

The development permission / the commencement certificate is granted subject to the following conditions.

- 1) The land vacated in consequence of the enforcement of the set back line shall form Part of the public street.
- 2) No new building or part thereof shall be occupied or allowed to be occupied or permitted to be used by any person until occupancy permission has been granted.
- 3) The development permission / Commencement Certificate shall remain valid for a period of one year Commencing from the date of its issue.
- 4) This permission does not entitle you to develop the land which does not vest in you.

मौजे माजिवडे येथील सर्वे क्र. 29/1, 29/3, 29/4, 29/6, 29/7C, 30/1, 30/4A, 30/4B, 30/4C, 30/5, 30/6, 30/8, 31/1B, 31/4C, 32/5A, 32/7, 32/8, 32/9, 32/10, 32/11, 32/12, 32/13, 32/14, 32/15, 33/4C, 33/6/2C, 33/9C, 33/10, 33/11, 33/13B, 33/15B, 33/16, 33/17, 33/18B, 33/19, 33/20, 33/21, 34/1, 34/2, 34/3, 34/4, 34/5, 34/6, 34/7, 34/8, 34/9

- 5) Conditions mentioned in Revised Permission / C.C. No. TMC/TDD/3174/19 dated 31/08/2019, Permission / C.C. No. TMC/TDD/3300/2019 dated 26/12/2019, Plinth Certificate No. PCC/1289/2020 dated 28/10/2020, Revised C.C. under No. TMC/TDD/3582/21, dated 26/04/2021, Revised C.C. under No. TMC/TDD/3637/21, dated 20/07/2021, Amended Permission under no. TMC/TDD/3685/21, dated 02/09/2021, C.C. under no. TMC/TDD/3735/21, dated 02/11/2021, Amended Permission under no. TMC/TDD/3741/21, dated 16/11/2021, C.C. under no. TMC/TDD/4039/22, dated 27/04/2022, Amended Permission under no. TMC/TDD/4044/22, dated 04/05/2022 shall be binding on the developers.

**WARNING : PLEASE NOTE THAT THE DEVELOPMENT IN  
CONTRAVENTION OF THE APPROVED PLANS  
AMOUNTS TO COGNASIBLE OFFENCE PUNISHABLE  
UNDER THE MAHARASHTRA REGIONAL AND TOWN  
PLANNING ACT. 1966**

*(Handwritten signature)*

Office No. \_\_\_\_\_

Office Stamp \_\_\_\_\_

Date \_\_\_\_\_

Issued \_\_\_\_\_

P.T.O  
Municipal Corporation of  
the city of Thane





## THANE MUNICIPAL CORPORATION, THANE

(Registration No. 3 & 24)  
SANCTION OF DEVELOPMENT  
AMENDED PERMISSION COMMENCEMENT CERTIFICATE

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- 3) The development permission / Commencement Certificate shall remain valid for a period of one year Commenceing from the date of its issue.
- 4) This permission does not entitle you to develop the land which does not vest in you.

मौजे माजिवडे येथील सर्वे क्र. 29/1, 29/3, 29/4, 29/6, 29/7C, 30/1, 30/4A, 30/4B, 30/4C, 30/5, 30/6, 30/8, 31/1B, 31/4C, 32/5A, 32/7, 32/8, 32/9, 32/10, 32/11, 32/12, 32/13, 32/14, 32/15, 33/4C, 33/6/2C, 33/9C, 33/10, 33/11, 33/13B, 33/15B, 33/16, 33/17, 33/18B, 33/19, 33/20, 33/21, 34/1, 34/2, 34/3, 34/4, 34/5, 34/6, 34/7, 34/8, 34/9

- 5) Conditions mentioned in Revised Permission / C.C. No. TMC/TDD/3174/19 dated 31/08/2019, Permission / C.C. No. TMC/TDD/3300/2019 dated 26/12/2019, Plinth Certificate No. PCC/1289/2020 dated 28/10/2020, Revised C.C. under No. TMC/TDD/3582/21, dated 26/04/2021, Revised C.C. under No. TMC/TDD/3637/21, dated 20/07/2021, Amended Permission under no. TMC/TDD/3685/21, dated 02/09/2021, C.C. under no. TMC/TDD/3735/21, dated 02/11/2021, Amended Permission under no. TMC/TDD/3741/21, dated 16/11/2021, C.C. under no. TMC/TDD/4039/22, dated 27/04/2022, Amended Permission under no. TMC/TDD/4044/22, dated 04/05/2022 shall be binding on the developers.

**WARNING : PLEASE NOTE THAT THE DEVELOPMENT IN  
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AMOUNTS TO COGNASIBLE OFFENCE PUNISHABLE  
UNDER THE MAHARASHTRA REGIONAL AND TOWN  
PLANNING ACT. 1966**

*Koushik Kamble*

Office No. \_\_\_\_\_

Office Stamp \_\_\_\_\_

Date \_\_\_\_\_

Issued \_\_\_\_\_

P.T.O.  
Municipal Corporation of  
the city of Thane

- 6) भविष्यात शुल्कांमध्ये काही फरक आढळल्यास त्याचा भरणा करणे आवश्यक राहिल.
- 7) ही परवानगी / सी.सी. अदा केल्यापासूनच्या पुढील एक महिन्याच्या आत टाऊन सेंटर आरक्षणाखालील भूखंडाचे Transfer Deed नोंदणीकृत करून नोंदणीकृत केल्याच्या तारखेपासून सहा महिन्यांच्या आत टाऊन सेंटर आरक्षणाखालील भूखंडाचे 7/12 उतारे ठामपाच्या नावे करून देणे विकासक यांचेवर बंधनकारक राहिल.
- 8) दाखल सुधारित प्रस्तावात MLCP इमारतीमध्ये प्रस्तावित फिटनेस सेंटरच्या वापराबाबत विकासक यांनी दि.05/07/2022 रोजी हमीपत्र विकासक यांचेवर बंधनकारक राहिल.

### सावधान

"मजूर नकाशानुसार बांधकाम न करणे तसेच विकास नियंत्रण नियमावलीनुसार आवश्यक त्या परवानग्या न घेता बांधकाम अपर करणे, महाराष्ट्र प्रदेशात व नगर रचना अधिनियमाचे कलम ५२ अनुसार दखलपात्र मुद्दा आहे. त्यासाठी जास्तीत जास्त ३ वर्षे कॅद व ल. ५०००/- दंड होऊ शकतो "

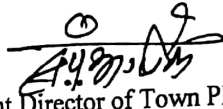
Office No.

Office Stamp

Date



Yours Faithfully

  
Assistant Director of Town Planning  
Thane Municipal Corporation, Thane.



2240546/RPT/T632W002303M0

31-01-2024

Mr. Naveen Agrawal  
A 203, Shree Ganesh Chs,  
Sector 14, Sanpada  
Navi Mumbai  
Navi Mumbai-400705  
9920057334/+919619665137

Payment Receipt

Receipt No. 1700282573

QUALITY HOMES THANE,  
OHT,  
W07-2303, 23rd Floor

Payment Milestone	# Towards Consideration (₹)	ST/GST* (₹)	Interest (a) (₹)	Admin Charges (b) (₹)	GST on (a) + (b) (₹)	Total (₹)
Booking Amount-1	45,950.00	4,050.00				50,000.00
<b>Total(₹)</b>	<b>45,950.00</b>	<b>4,050.00</b>				<b>50,000.00</b>
<b>(In Words) Rupees Fifty Thousand only</b>						
*including CGST & SGST, as applicable				*GSTN No. - 27AAACL1490J1ZG		

Payment Mode	Particulars	Instrument Date	Instrument No. / Code	Amount (₹)
CARD SWIPE	STATE BANK OF INDI	26-01-2024	255785	50,000.00
<b>Total(₹)</b>				<b>50,000.00</b>

Received with thanks\*\*  
from Naveen Agrawal  
the sum of Rupees Fifty Thousand only

Note: In case of cheque/DD payments, the payment has been credited to your account in line with the realization of the instrument, i.e. after 2 bank working days from date of receipt of instrument by us.

\*Under Section 194-IA of the Income-Tax (IT) Act, a buyer is liable to deduct and deposit 1% of the total consideration including other charges, as applicable, if the property value is above Rs.50 lakhs. Please make the Tax Deducted at Source(TDS) payment at the time of releasing payment to Lodha by logging into your IT portal and share the TDS Challan, Form 26QB and Form 16B with us within 7 days of the payment. On receiving the form 16B a credit will be passed towards your account. Please note that if TDS payment is delayed, penalties will be charged by the government. If you would like Lodha to assist you with the TDS payments, kindly reach out to us.

It is pertinent to note that non-payment / delay in payment of TDS attracts interest @1.5% per month and late fees charges of Rs 200 per day subject to the maximum of TDS default amount payable to the government authority which will have to be borne by you."

For MACROTECH DEVELOPERS LIMITED



Signatory

Subject to realisation of payment

MACROTECH DEVELOPERS LIMITED, Lodha Excelis, NM Joshi Marg, Mahalaxmi, Mumbai-400011, India T +91 22 6773 7373

Scanned with OKEN Scanner

**Letter Of Allotment**

Dear Naveen Agrawal,

Date: 01-02-2024

It gives us immense pleasure to inform you that Unit no. W07-2303, in Quality Homes Thane has been allotted to you, against your booking on 26-01-2024 and receipt of associated payment.

The details of your chosen Unit and correspondence details as in our records are given below.

Booking Id(CRN)	2240546	
Name, Address and Contact Details of Allottee (s)	Naveen Agrawal, A 203, Sector 14, Sanpada, Navi Mumbai, Navi Mumbai, 400705 Maharashtra, India Contact No. 09619665137 Email Id: nsps2338@gmail.com	
Unit Details	Unit No. & Wing	W07-2303
	Name of Building/Tower	QHT
	Type of Unit	Flat
	Carpet Area	496.00
	EBVT Area	0.00
	Net Carpet Area (Carpet + EBVT)	496.00
	Count of Car Parking(s) allotted	One -4 Wheeler
Consideration Value(INR)*	8471094	

RERA Number: P51700026454

\*Consideration Value mentioned above does not include other charges payable before Possession

Please note that the terms and conditions as stated in the Application Form shall continue to be binding in respect of the allotment of the aforesaid Unit.

For assistance, please reach out to your Service Associate at 022 67161111 or write to service.support@lodhagroup.com. We shall be available during the following timings for on-call/email assistance:

For Resident Indians: 10AM to 6PM IST from Monday to Friday

For Non-resident Indians: 12PM to 8PM IST Monday to Friday

Home Loan Assistance: Our in house Lodha Fincorp team will coordinate with the preferred bankers assist you in getting home loan at competitive rates. You can reach them at the following coordinates:

Mobile 1	Mobile 2	Email id
8879008097	8879009054	fincorp@lodhagroup.com

We look forward to providing efficient reliable service, as you begin this relationship with the Lodha Group.

Best Regards,  
For MACROTECH DEVELOPERS LIMITED

AUTHORIZED SIGNATORY  
MACROTECH DEVELOPERS LIMITED

