

507/9398
Friday, July 01, 2022
11:24 AM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 9866 दिनांक: 01/07/2022

गावाचे नाव: मानगाव
दस्तऐवजाचा अनुक्रमांक: कलन5-9398-2022
दस्तऐवजाचा प्रकार: करारनामा
मादर करणाऱ्याचे नाव: ऋषिकेश रतन शिंदे - -

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 1900.00
पृष्ठांची संख्या: 95	
एकूण:	रु. 31900.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे
11:43 AM ह्या वेळेस मिळेल.

Joint Sub Registrar Kalyan 5

सह. दुय्यम निबंधक वर्ग-२
कल्याण क्र. ५

बाजार मूल्य: रु. 3484200/-
मोबदला रु. 6057147/-
भरलेले मुद्रांक शुल्क : रु. 273000/-

- देयकाचा प्रकार: DHC रकम: रु. 1900/-
डीडी/घनादेश/पे ऑर्डर क्रमांक: 2906202211803 दिनांक: 01/07/2022
बँकेचे नाव व पत्ता:
- देयकाचा प्रकार: eChallan रकम: रु. 30000/-
डीडी/घनादेश/पे ऑर्डर क्रमांक: MH004273026202223E दिनांक: 01/07/2022
बँकेचे नाव व पत्ता:

मुद्रांक शुल्क माफी असल्यास तपशिल :-

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

Reshina

1

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/07/2022

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. कल्याण 5

दस्त क्रमांक : 9398/2022

नोंदणी :

Regn:63m

गावाचे नाव : मानगाव

(1) विलेखाचा प्रकार	करारनामा
(2) भोवदला	6057147
(3) बाजारभाव(भाडेपट्ट्याच्या बाबत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे)	3484200
(4) भू-मापन, पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव: कल्याण-डोंबिवली इतर वर्णन : सदनिका नं: 602, माळा नं: 6वा मजला, इमारतीचे नाव: फरिस्टा डी-ब्लॉक, ब्लॉक नं: प्रिमियर कॉलनी ग्राऊंड, डोंबिवली ईस्ट, रोड : ऑन कल्याण शील रोड, इतर माहिती: विभाग नं. 52/165/1, सोवत एक कार पार्कींग दिनांक 05/09/2019 च्या अधिसूचनेनुसार विशेष बसाहत प्रकल्पांतर्गत प्रथम विक्रीकरारनाम्यास मु.शु. मध्ये 50% सबलत(टीपीएस 1218/म.क्र.3587/प्र.क्र.93/19/नवि-12)((Survey Number : 53/1, 53/3, 65/15B व दस्तात नमूद केल्याप्रमाणे. ;))
(5) क्षेत्रफळ	1) 60.94 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:-मॅक्रोटिक डेव्हलपर्स लि. तर्फे कु.मु. सुरेन्द्रन नायर तर्फे कु. मु. राहुल वडेकर -- वय:-42; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 412 4था मजला 17जी वर्धमान चेंबर कावसजी पटेल रोड हॉर्निमन सर्कल, फोर्ट, मुंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुम्बई. पिन कोड:-400001 पॅन नं:-AAACL1490J
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:-ऋषिकेश रतन शिंदे -- वय:-34; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: जी/0703, लोढा इलाईट, लोढा हेवन, निळजे रेल्वे स्टेशन जवळ, डोंबिवली ठाणे, इंडिया, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे. पिन कोड:-421204 पॅन नं:-CHCPS9144L
(9) दस्तऐवज करून दिल्याचा दिनांक	01/07/2022
(10) दस्त नोंदणी केल्याचा दिनांक	01/07/2022
(11) अनुक्रमांक, खंड व पृष्ठ	9398/2022
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	273000
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेर	

मुल्यांकनासाठी विचारत घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

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

सह. दुय्यम निबंधक वर्ग-२
कल्याण क्र. ५



Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	Rushikesh Ratan Shinde	eChallan	69103332022063013633	MH004273026202223E	273000.00	SD	0002180907202223	01/07/2022
2		DHC		2906202211803	1900	RF	2906202211803D	01/07/2022
3	Rushikesh Ratan Shinde	eChallan		MH004273026202223E	30000	RF	0002180907202223	01/07/2022

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

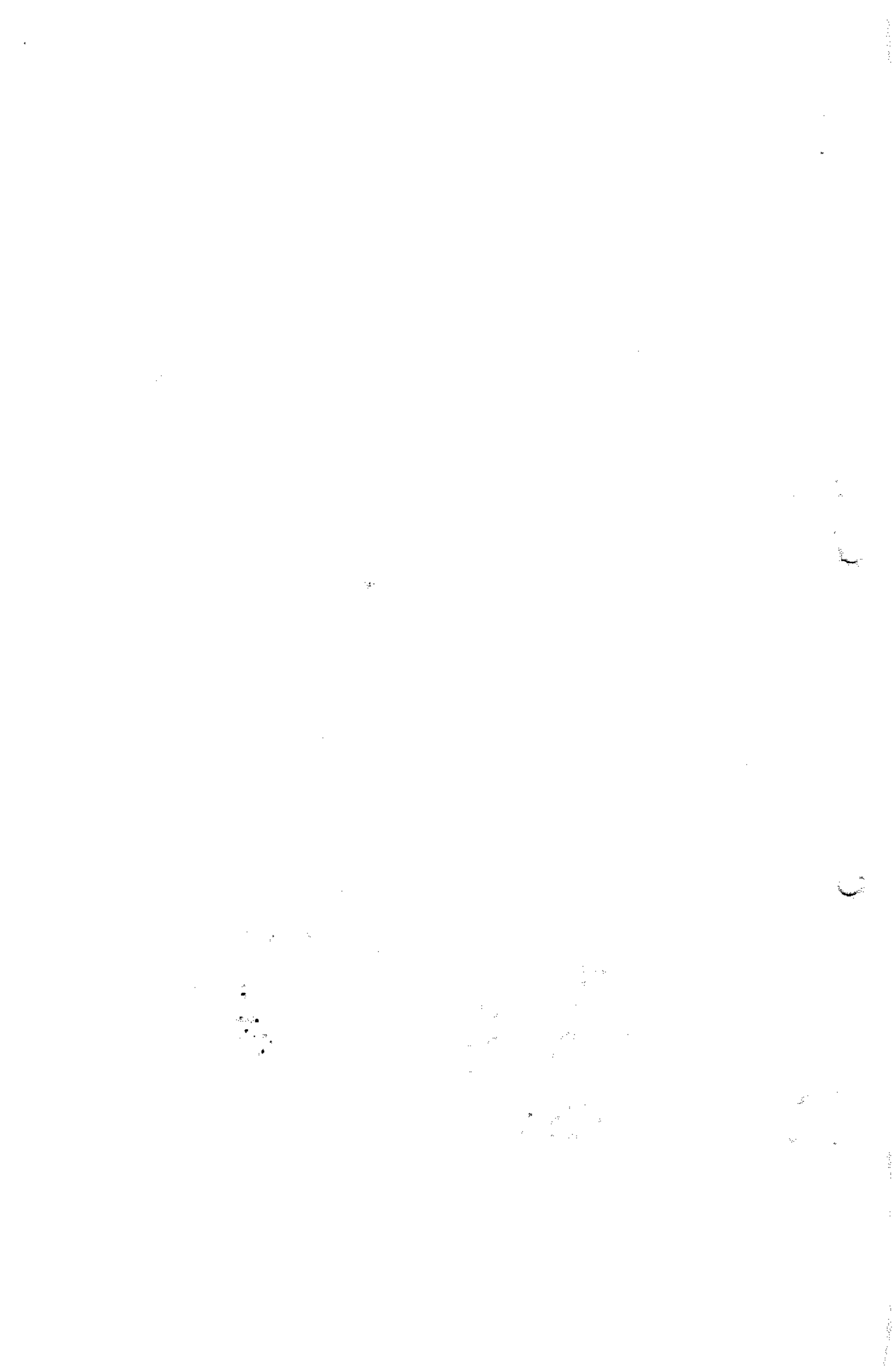
मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)						
Valuation ID	202207011206	01 July 2022,11:13:18 AM कल-15				
मूल्यांकनाचे वर्ष	2022					
जिल्हा	ठाणे					
मूल्य विभाग	तालुका : कल्याण					
उप मूल्य विभाग	52/165/1-पलावा प्रकल्प					
क्षेत्राचे नांव	Kalyan/Dombival Municipal Corporation	सर्व्हे नंबर /न. भू क्रमांक :				
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.						
खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	गोजमापनाचे एकक	
3800	49200	56500	61300	56500	चौ मीटर	
बांधीव क्षेत्राची माहिती						
बांधकाम क्षेत्र(Built Up)-	67.034 चौ. मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-	बांधीव	
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय -	0 TO 2वर्षे	मूल्यदर/बांधकामाचा दर-	Rs.49200/-	
उद्दवाहन सुविधा -	आहे	मजला -	5th to 10th Floor	कार्पेट क्षेत्र-	60.94 चौ. 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 - खुल्या जमिनीचा दर) * घसा-यानुसार टक्केवारी)+ खुल्या जमिनीचा दर) * मजला निहाय घट/वाढ				
		= (((49200-3800) * (100 / 100)) + 3800) * 105 / 100				
		= Rs.51660/-				
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र					
	= 51660 * 67.034					
	= Rs.3462976.44/-					
D) खुल्या जमिनीवरील वाहन तळाचे क्षेत्र	13.94 चौ. मीटर					
खुल्या जमिनीवरील वाहन तळाचे मूल्य	= 13.94 * (3800*40/100)					
	= Rs.21188.8/-					
Applicable Rules	= 3, 18, 19 ,15					
एकत्रित अंतिम मूल्य	= मुख्य मिळकतीचे मूल्य + तळाधराचे मूल्य + गेझेटाईन मजला क्षेत्र मूल्य + लगतच्या गळीचे मूल्य(खुली बाल्कनी) + वरील गळीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती गोळीच्या खुल्या जागेचे मूल्य + बंदिस्त बाल्कनी + स्वयंचलित वाहनतळ					
	= A + B + C + D + E + F + G + H + I + J					
	= 3462976.44 + 0 + 0 + 21188.8 + 0 + 0 + 0 + 0 + 0 + 0					
	= Rs.3484165.24/-					
	= र चौतीस लाख चौऱ्याऐशी हजार एक शे पासठ /-					

Home

Print



क.ल.न.-५	
दस्त क्र. ९३६८	२०२२
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CHALLAN
MTR Form Number-6



GRN	MH004273026202223E	BARCODE			Date	30/06/2022-11:51:55	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)	CHCPS9144L			
Location	THANE			Full Name	Rushikesh Ratan Shinde			
Year	2022-2023 One Time			Flat/Block No.	Flat No. 602 Wing D FORESTA Lodha Codename			
				Premises/Building	Premier			
Account Head Details		Amount In Rs.						
0030046401 Stamp Duty		273000.00		Road/Street	Premiere colony ground, On Kalyan Shil road, Dombivali E, Taluka Kalyan			
030063301 Registration Fee		30000.00		Area/Locality	Thane			
				Town/City/District				
				PIN	क.ल.न.4-४ 1 2 0 3			
				Remarks (If Any)	दस्तावेज 2022			
				PAN2=AAACL1490J-Second PartyName=Macrotech Limited-CA=6057147	Developers			
				Amount In	Three Lakh Three Thousand Rupees Only			
Total		3,03,000.00		Words				
Payment Details			IDBI BANK			FOR USE IN RECEIVING BANK		
Cheque-DD Details			Bank CIN	Ref. No.	6910362022065016633		713172659	
Cheque/DD No.			Bank Date	RBI Date	30/06/2022 14:33:34		Not Verified with RBI	
Name of Bank			Bank-Branch			IDBI BANK		
Name of Branch			Scroll No. , Date			Not Verified with Scroll		

Department ID :

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चतल केवल दुय्यम निबंधक कार्यालयात नोदणी करावयाच्या दस्तासाठी लागू आहे. नोदणी न करावयाच्या दस्तासाठी सदर चतल लागू नाही.

Mobile No. : 8623009147





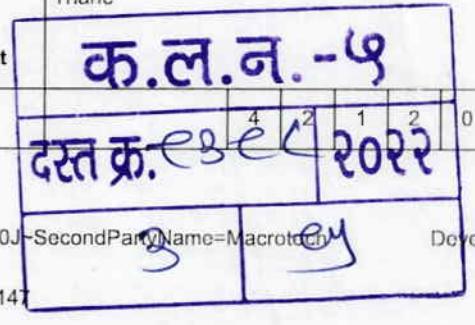
CHALLAN
MTR Form Number-6



GRN	MH004273026202223E	BARCODE		Date	30/06/2022-11:51:55	Form ID	25.2
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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)	CHCPS9144L		
Location	THANE	Full Name	Rushikesh Ratan Shinde		
Year	2022-2023 One Time	Flat/Block No.	Flat No. 602 Wing D FORESTA Lodha Codename		
		Premises/Building	Premier		

Account Head Details	Amount In Rs.				
0030046401 Stamp Duty	273000.00	Road/Street	Premiere colony ground, On Kalyan Shil road, Dombivali E, Taluka Kalyan		
0030063301 Registration Fee	30000.00	Area/Locality	Thane		
		Town/City/District	क.ल.न.-५		
		PIN	4 2 1 2 0 3		
		Remarks (If Any)	दस्त क्र. ३८६८ २०२२		
		PAN2=AAACL1490J-SecondPartyName=Macrotron Developers Limited-CA=6057147			
Total	3,03,000.00	Amount In	Three Lakh Three Thousand Rupees Only		
		Words			



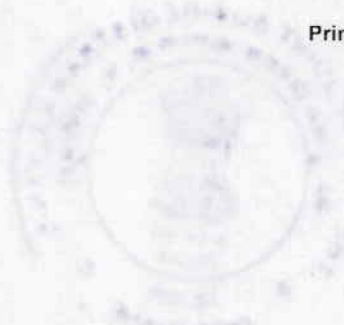
Payment Details	IDBI BANK	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	69103332022063013633	713172659
Cheque/DD No.		Bank Date	RBI Date	30/06/2022-14:33:34	Not Verified with RBI
Name of Bank		Bank-Branch	IDBI BANK		
Name of Branch		Scroll No. , Date	Not Verified with Scroll		

Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered documents.
सदर चतन केवल दुय्यम निबंधक कार्यालयात नोदणी करावयाच्या दस्तासाठी लागू आहे. नोदणी के जावयाच्या दस्तासाठी सदर चतन लागू नाही.



Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(IS)-507-9398	0002180907202223	01/07/2022-11:23:51	IGR542	30000.00



2	(IS)-507-9398	0002180907202223	01/07/2022-11:23:51	IGR542	273000.00
Total Defacement Amount					3,03,000.00

क.ल.न.-५	
दस्त क्र. ६३६८	२०२२
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Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN 2906202211803

Receipt Date 01/07/2022

Received from MDL . . , Mobile number 9000000000, an amount of Rs.1900/-,
towards Document Handling Charges for the Document to be registered on
Document No. 9398 dated 01/07/2022 at the Sub Registrar office Joint S.R.Kalyan 5
of the District Thane.

DEFACED

₹ 1900

DEFACED

Payment Details

Bank Name SBIN

Payment Date 29/06/2022

Bank CIN 10004152022062910965

REF No. 218031593109

Deface No 2906202211803D

Deface Date 01/07/2022

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

क.ल.न.-५	
दस्त क्र. ६३६८	२०२२
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क.ल.न.-५	
दस्त क्र.९३९८	२०२२
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AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made at Mumbai this 01ST day of July 2022

BETWEEN:

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

AND

Rushikesh Ratan Shinde residing / having its address at **G/0703, Lodha Elite Lodha Heaven Near Nilje Railway Station Dombivli Thane 421204 Maharashtra India** and assessed to income tax under permanent account number (PAN) **CHCPS9144L** 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 survivor 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**"

☞ Rushikesh

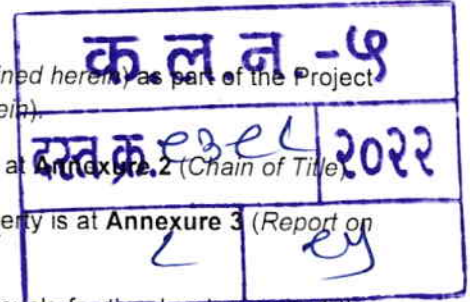
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WHEREAS:

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



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

1. DEFINITIONS

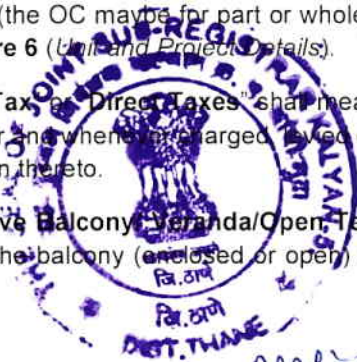
- 1.1. "Agreement" shall mean this Agreement together with the schedules and annexures hereto and any other deed and/or document(s) executed in pursuance thereof.
- 1.2. "Applicable Law" shall mean, in respect of any relevant jurisdiction, any statute, law, regulation, ordinance, rule, judgment, order, decree, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any Authority whether in effect as on the date of this Agreement or thereafter and in each case as amended or modified.
- 1.3. "Approvals" shall mean and include all licenses, permits, approvals, sanctions, consents obtained/to be obtained from or granted/ to be granted by the competent 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. "BCAM Charges" shall mean the Building common area maintenance charges payable by the Purchaser *inter alia* for the maintenance of the Unit/ Building, but shall not include FCAM Charges.



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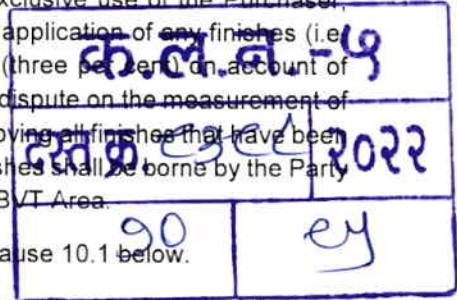
- 1.7. "Building" shall mean the single/multi-storied buildings to be/ being constructed as part of the Project.
- 1.8. "Building Conveyance" shall have the meaning ascribed to it in Clause 14.3 below.
- 1.9. "Building Protection Deposit" shall mean the amounts specified in the Annexure 6A.
- 1.10. "CAM Charges" shall have the meaning ascribed to it in Clause 15.5.
- 1.11. "CAM Commencement Date" shall mean the day from which the Purchaser will be required to pay BCAM Charges and FCAM Charges (if applicable) and will be the first day of the immediately succeeding month after the Date of Offer of Possession regardless of whether/when the Purchaser takes possession of the Unit.
- 1.12. "Car Parking Spaces" shall mean a location where a 4 wheel passenger vehicle can be parked. Car Parking Spaces includes open / stilt / covered parking spaces and 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.
- 1.13. "Carpet Area" shall mean the net usable area of the Unit including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/ verandah/ open terrace area or any exclusive open terrace area. Carpet area is calculated prior to application of any finishes (i.e. on bare shell basis). Carpet area is subject to tolerance of (+/-) 3% (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.
- 1.14. "Cheque Bouncing Charges" shall mean the charges payable by either Party to this Agreement on account of a cheque issued pursuant to this Agreement is not honoured for any reason, whatsoever, including 'insufficient funds', 'stop payment' or 'account closed', and shall mean an amount equivalent to 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.
- 1.15. "Club" shall mean any recreation facility constructed for the use of the purchasers of units in the Project or the Larger Property.
- 1.16. "Common Areas and Amenities" shall mean the common areas and amenities as are available to and /or in respect of the Building/ Larger Property, as the case may be and more particularly described at Annexure 7 (Common Areas and Amenities).
- 1.17. "Company Notice of Termination" shall have the meaning ascribed to it in Clause 11.2.1.
- 1.18. "Confidential Information" shall have the meaning ascribed to it in Clause 27.1 below.
- 1.19. "Consideration Value" shall have the meaning ascribed to it at Annexure 6 (Unit and Project Details).
- 1.20. "Date of Offer of Possession" or "DOP" shall mean the date on which the Company, by written intimation, makes the Unit available to the Purchaser along with the OC in respect of the Unit (the OC maybe for part or whole of the Building). The estimated DOP is set out at Annexure 6 (Unit and Project Details).
- 1.21. "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.
- 1.22. "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

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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.



- 1.23. "Extended DOP" shall have the meaning ascribed to it in Clause 10.1 below.
- 1.24. "FCAM Charges", if applicable, shall mean the Federation common area maintenance charges payable by the Purchaser *inter alia* for the maintenance of the Larger Property (excluding the Building) including property tax payable in respect of the Car Parking Spaces allocated to the Purchaser and the common areas of the Larger Property and amenities available to the Purchaser and excluding any and all BCAM Charges. FCAM Charges shall be applicable where the Project consists of more than one Ultimate Organization and will be as set out at **Annexure 6A**.
- 1.25. "Federation" shall mean the apex body to be formed by and consisting of the ultimate organizations formed in respect of various buildings constructed/to be constructed in the Project, to maintain, administer and manage the Larger Property and the Project. This may be a company or a registered federation or any other management structure as permissible in Applicable Law. Till such time that the 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.
- 1.26. "Federation Conveyance" shall have the meaning ascribed to it in Clause 14.4 below.
- 1.27. "FEMA" shall have the meaning ascribed to it in Clause 20.1(bb) below.
- 1.28. "FMC" shall have the meaning ascribed to it in Clause 15.1 below.
- 1.29. "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.
- 1.30. "FSI Free Constructed Spaces" shall have the meaning ascribed to it in Clause 15.14 below.
- 1.31. "Indirect Tax" or "Indirect Taxes" means goods and services tax, service tax, value added tax, sales tax, stamp duty, customs and import duties, levy, impost, octroi, and, or duty of any nature, whatsoever, whenever imposed and, or, levied, by any Authority, together with any interest and penalties in relation thereto, excluding any Direct Tax.
- 1.32. "Interest" shall mean simple interest at State Bank of India's (SBI) highest Marginal Cost of Lending Rate ("MCLR") + 2% (two per cent) per annum. The MCLR shall be taken as applicable on 1st (first) day of each quarter (1st January, 1st April, 1st July, 1st October) and the same shall be deemed to be the applicable MCLR for the said quarter. Provided further that if SBI MCLR is no longer in use, MCLR will be replaced by equivalent benchmark rate used by SBI.
- 1.33. "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.
- 1.34. "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 and all Indirect Taxes thereto.
- 1.35. "Loan" shall have the meaning ascribed to it in Clause 7.1 below.



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- 1.36. "Maintenance Related Amounts" shall include the amounts collected by the Company to be utilized towards the management of the affairs of the Building and/or the Larger Property including but not limited to BCAM Charges, Property Tax and Building Protection Deposit. An indicative list of Maintenance Related Amounts is at **Annexure 6A**.
- 1.37. "Net Area" shall mean the aggregate of the Carpet Area and the EBVT Area.
- 1.38. "OC" shall have the meaning ascribed to it in Clause 10.3 below.

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

1.40. "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.

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

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

1.43. "Refund Amount" shall mean:

1.43.1. 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.

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

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

1.44. "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**.

1.45. "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.

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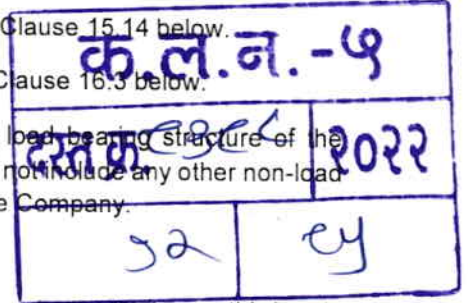
- 1.46. "Service Providers" shall have the meaning ascribed to it in Clause 15.14 below.
- 1.47. "Shortfall Amount" shall have the meaning ascribed to it in Clause 16.3 below.
- 1.48. "Structural Defects" shall mean any defect related to the load bearing structure of the Building and water proofing. 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. "Taxes" shall mean and include Direct Tax and Indirect Tax.
- 1.50. "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.

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.

- 1.51. "Ultimate Organization" shall mean the company/ condominium/ society/ other permissible legal entity to be formed in respect of the Building as contemplated in Clause 14. Till such time that the management of the Ultimate Organization is handed over to the representatives elected by the purchasers/ owners of all the units in the Building, all rights and powers of the Ultimate Organization shall vest in and be exercised by the Company.
- 1.52. "Unit" shall mean the unit in the Building with the Carpet Area and EBVT Area as specified at Annexure 6 (Unit and Project Details) and floor plan thereto (with unit shaded) annexed as Annexure 5 (Floor Plan) hereunder.

2. RULES FOR INTERPRETATION

- 2.1. All references in this Agreement to statutory provisions shall be construed as meaning and including references to:
- Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
 - All statutory instruments or orders made pursuant to a statutory provision; and
 - Any statutory provision of which these statutory provisions are a consolidation, re-enactment or modification.
- 2.2. Words denoting the singular shall include the plural and words denoting any gender shall include all genders.
- 2.3. Headings to Clauses, Sub-Clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the schedules, and shall be ignored in construing the same.
- 2.4. References to recitals, clauses or schedules are, unless the context otherwise requires, are references to recitals, to clauses of or schedules to this Agreement.
- 2.5. Reference to days, months and years are to Gregorian days, months and calendar years respectively.
- 2.6. Any reference to the words "hereof," "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to clauses or schedules of this Agreement as specified therein.



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- 2.7. The words "include" and "including" are to be construed without limitation.
- 2.8. Any reference to the masculine, the feminine and the neutral shall include each other.
- 2.9. In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a working day, then the period shall include the next following working day.

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

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

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

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

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

3. DISCLOSURES AND TITLE

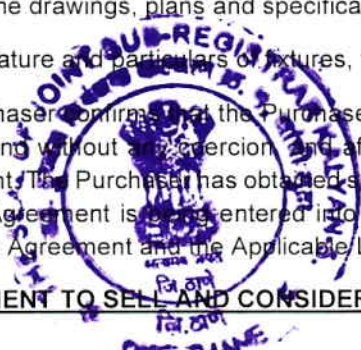
3.1. The Purchaser hereby declares and confirms that prior to the execution of this Agreement: (i) the Company has made full and complete disclosure of its title to Larger Property; (ii) the Purchaser has taken inspection of all the relevant documents; and (iii) the Purchaser has, in relation to the Unit/ Building/ Larger Property, satisfied himself of *inter alia* the following:

- Nature of the Company's right, title and encumbrances, if any;
- The Approvals (current and future);
- The drawings, plans and specifications; and
- 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

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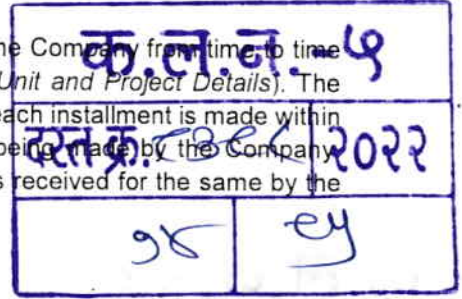


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4.1. The Purchaser hereby agrees to purchase/ acquire from the Company and the Company hereby agrees to sell to the Purchaser, the Unit for the Consideration Value as set out in **Annexure 6** (*Unit and Project Details*), subject to the terms and 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 and all Indirect Taxes thereto, shall be paid by the Purchaser to the Company in the manner more particularly described at **Annexure 6A** within 14 (fourteen) days of such demand being made by the Company, time being of the essence. The Possession of the Unit as provided under Clause 10 herein is subject to payment of all amounts under this Agreement including the amounts set out at **Annexure 6A**.

4B. **TERMS OF PAYMENT**

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

- a. shall make payment of the Consideration Value along with all other amounts payable under this Agreement, including, but not limited to, Reimbursements, Maintenance Related Amounts and all Indirect Taxes thereto as per the timelines set out herein, without any delay or demur for any reason whatsoever;
- b. shall observe all covenants, obligations and restrictions stated in this Agreement; and
- c. confirms that any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a breach of the terms of this Agreement by the Purchaser.

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

- a. **Firstly**, towards the Cheque Bouncing Charges in case of dishonour of an 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, 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 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.

Signature

4B.3 The Consideration Value and other amounts payable under this Agreement shall remain fixed, 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.

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

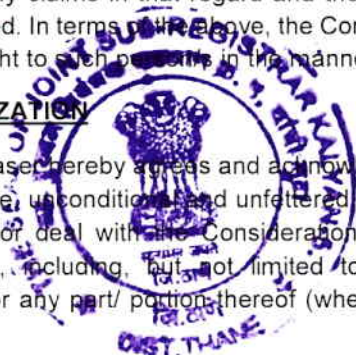
5.2. The Purchaser is aware that while the Company has obtained some of the Approvals, certain other Approvals (or amendments to current Approvals) may be received from time to time. Having regard to the above position, the Purchaser has entered into this Agreement without any objection or demur and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

5.3. The Parties agree that the Company may make amendments to the plans or layouts of the Building and the Project as required for the execution of the Project or as may be directed by the competent Authorities. This may include any change wherein the Company, if permitted by the relevant Authorities, transferring the construction permissible on the Larger Property to any other property or transferring to the Larger Property the construction permissible on any other property at any time prior to conveyance of the Larger Property to the Federation/ Ultimate Organization. The Purchaser gives his consent for such changes, provided such changes shall not result in change in location of the Unit (with respect to its direction on a given floor), lowering of the Unit (with respect to its height above ground) or reduction in the Net Area more than 3% (three per cent) of the Net Area. In case a change is proposed which adversely impact any of the aforesaid factors, separate written consent shall be obtained from the Purchaser.

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



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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 and Maintenance Related Charges and/or part thereof and any amounts received/ receivable by the Company hereunder, including without limitation, the right to directly receive from the Purchaser such amounts pertaining to the Consideration Value and/or other amounts payable under this Agreement, including, but not limited to, Reimbursements and Maintenance Related Charges and, or, part thereof and, or, any amounts payable by the Purchaser herein.

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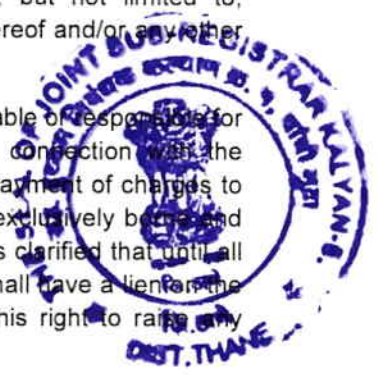
- 6.2. It is further agreed that any such securitization shall not lead to an increase in the Consideration Value or any other amounts payable under this Agreement, including Reimbursements and Maintenance Related Charges paid by the Purchaser for the Unit and any payment made by the Purchaser to the Company and, or, any bank or financial institution / bond holders / investors/ funds / vehicle / instrumentality / entity / corporate body etc. nominated by the Company, in writing, shall be treated as being towards the fulfilment of the obligations of the Purchaser under this Agreement to the extent of such payment.

7. **LOANS AGAINST THE UNIT**

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

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

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



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

8. **CAR PARKING**

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

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

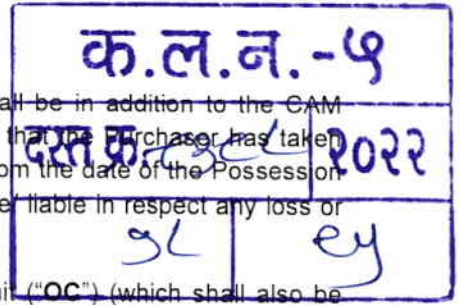
9. **REGISTRATION**

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

10. **POSSESSION**

- 10.1. Subject to the Purchaser not being in breach of any of the terms hereof and the Purchaser having paid all the dues and amounts hereunder including, but not limited to, the Consideration Value, Reimbursements, Maintenance Related Charges and all Indirect Taxes thereto, the Company shall endeavor to offer possession of the Unit to the Purchaser on or before the estimated DOP as 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 14 (fourteen) days of the Company intimating him, in writing, that the Unit is ready for possession ("Possession Demand Letter") and shall thereafter, take possession of the Unit. In the event the Purchaser fails and/or, neglects to take possession of the Unit within 2 (two) months from the date of the Possession Demand Letter, the Purchaser shall be liable to pay demurrage charges to the Company at the rate of Rs. 10/- (Rupees Ten) per square foot of Net Area per month or part thereof from the expiry of the aforementioned 2 (two) month period till such time the Purchaser takes the possession of the Unit. The amounts

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payable by the Purchaser pursuant to this Clause 10.2 shall be in addition to the CAM Charges. Notwithstanding the aforesaid, it shall be deemed that the Purchaser has taken possession of the Unit on the expiry of the 2 (two) months from the date of the Possession Demand Letter and the Purchaser alone shall be responsible liable in respect any loss or damage that may be caused to the Unit after this date.

- 10.3. The Company shall obtain occupation certificate for the Unit ("OC") (which shall also be deemed to be the Completion Certificate, if required, under Applicable Law) at any time prior to the Extended DOP. The OC may be for part or whole of the Building. Further, the Company shall endeavor to make available the key Common Areas and Amenities in respect of the Building within a period of 1 (one) year from the Extended DOP.
- 10.4. Notwithstanding any other provision of this Agreement, the Company shall, without being liable to the Purchaser in any way including in respect of payment of Interest, be entitled to reasonable extension of time for making available the Unit for possession or completion of said Building if the same is delayed for reasons beyond the control of the Company, including on account of any of the following:
- Any event of *Force Majeure*;
 - Riots / other civil disturbances; or
 - 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

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

Company's Right to Terminate

- 11.2. The Company shall have right to terminate this Agreement only in the following circumstances:
- 11.2.1. Default / Non-Payment: 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** (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



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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.

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३६	11.3.1. <u>Delay in possession beyond Extended DOP</u> : Subject to the Purchaser having paid all the amounts due and payable hereunder as per the timelines stated in Annexure 6 (Unit and Project Details), if the Company fails to offer possession of the Unit by Extended DOP, then:
५	a. Within 30 (thirty) days of expiry of Extended DOP, the Company shall inform the Purchaser the revised date by which the Unit is likely to be ready for being offered for possession. On receipt of such written intimation, unless the Purchaser elects to terminate this Agreement in terms of Clause b) the DOP mentioned in Annexure 6 (Unit and Project Details) shall stand revised to and substituted by revised date communicated by the Company. The Company shall credit Interest to the Purchaser for the period between the Extended DOP and the date on which possession is finally offered to the Purchaser; or

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

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

- 11.4.1. On a termination of this Agreement by either Party in accordance with the provisions of this Clause 11, the booking / allotment of the Unit shall stand immediately terminated and the Purchaser shall have no right whatsoever with respect to the Unit, save and except the right to receive the Refund Amount in accordance with Clause 11.4.2.
- 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), where 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.

REQUIRES

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, Interest and/or Liquidated Damages against any other amounts payable by the Purchaser to the Company or by the Company to the Purchaser pursuant to this Agreement and/or in relation to the Unit. The Purchaser agrees and undertakes not to raise any objection and/or make any claims with regard to such adjustment / set off and the claims, if any, of the Purchaser, in that regard, shall be deemed to have been waived.

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14. **ULTIMATE ORGANIZATION**

- 14.1. The Purchaser along with other purchasers of units in the Building shall join in forming and registering the Ultimate Organization in respect of the Building. The Ultimate Organization shall be known by such name as the Company may, in its sole discretion, decide for this purpose. The Purchaser and other unit holders in the Building shall, from time to time, duly fill in, sign and execute the application for registration and other papers and documents necessary for the formation and registration of Ultimate Organization and return the same to the Company within 7 (seven) days from receipt thereof so as to enable the Company to register the Ultimate Organization.
- 14.2. Where the Project consists of more than one building, separate ultimate organizations may be formed in respect of each building. The Company will apply for the registration of the Federation consisting of all such ultimate organizations after the occupancy certificate has been received for all buildings which form part of the Project. The Purchaser and other members of the ultimate organization(s) shall, from time to time, duly fill in, sign and execute the application for registration and other papers and documents necessary for the formation and registration of Federation and return the same to the Company within 7 (seven) days from receipt thereof so as to enable the Company to register the Federation.
- 14.3. Within 18 (eighteen) months from the date of full occupation certificate in respect of the Building and subject to payment of any outstanding amounts of CAM charges (along with interest thereon) owed by the members of the Ultimate Organization to the Company, the Company shall execute a Deed of Conveyance in favour of the Ultimate Organization ("**Building Conveyance**") in respect of the structure of the Building along with the FSI consumed in the Building subject to the right of the Company (i) to dispose of unsold units, if any and receive the entire consideration amount and outstanding dues from the purchasers; 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.
- 14.4. Within 18 (eighteen) months from the receipt of the full occupation certificate for the last building within the Larger Property and subject to payment of any outstanding amounts of CAM charges (along with interest thereon) owed by members of the Federation to the Company, 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 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 Organization/ Federation, shall be liable to pay all out of pocket expenses including stamp duty, registration charges, legal fees and all other applicable levies and Taxes, administrative expenses on the Building Conveyance and Federation



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Conveyance or any kind of document whereby ownership rights of the Building/ Larger Property are transferred to the Ultimate Organization/ Federation.

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

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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 Organization/Federation, the Larger Property is free from encumbrances.

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

- 15.1. The Purchaser is aware and agrees that the Building and maintenance and upkeep of the Common Areas and Amenities of the Building/ Project shall be managed by a facility management company ("FMC"). The FMC will be appointed by the Company for a period of upto 60 (sixty) months, commencing from the date on which the last unit in the Building is offered for possession in consideration of reimbursement of all direct costs (including all manpower and overhead costs) incurred along with a margin of 20% (twenty per cent) margin on such costs and all applicable Taxes. The Purchaser along with the other purchasers in the Building shall undertake and cause the Ultimate Organization to ratify the appointment of the FMC as aforesaid. On the expiry of the 60 (sixty) month period, the Ultimate Organization / Federation may appoint the FMC for a further term or choose to appoint any other facility management company.

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

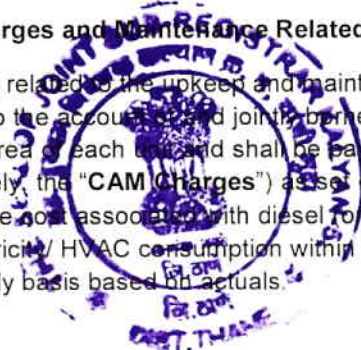
- the period of FMC's appointment has not been renewed at least 6 (six) months before expiry thereof; or
- the BCAM Charges and FCAM charges as applicable, have not been paid by 100% (one hundred per cent) of the unit purchasers at the due date (with a grace period of 30 (thirty) days).

- 15.3. Notwithstanding anything stated elsewhere in this Agreement, the Ultimate Organization shall also be entitled to end the services of the FMC with advance written notice of 6 (six) months if such termination has the written consent of 100% (one hundred per cent) of the unit purchasers of the Building.

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

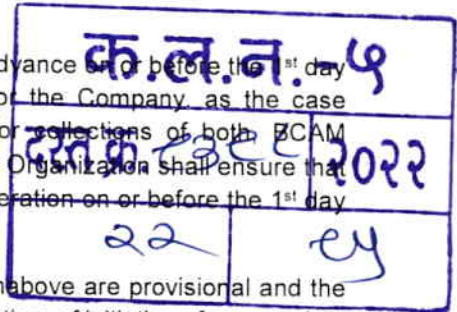
CAM Charges and Maintenance Related Amounts

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



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15.6. The Purchaser shall be obliged to pay the CAM charges in advance or before the 1st day of each quarter to the Ultimate Organization /Federation of the Company as the case maybe. The Ultimate Organization shall be responsible for collections of both BCAM charges and FCAM charges from its members. The Ultimate Organization shall ensure that the FCAM charges are collected and deposited with the Federation on or before the 1st day of each quarter.



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

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

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

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

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



Club and Other Key Common Areas

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

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confirms and agrees to be bound by and abide by the terms and conditions and undertakes not to raise any objections in this regard.

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

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

- 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.
- Upon formation of the Federation, the Federation shall have ownership of such FSI Free Constructed Spaces, subject to the other terms and conditions of the arrangements with the Service Providers.
- Any external members of such facility shall abide by the security, dress and behavioral guidelines that would apply to the residents of the Building.

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

16. PROPERTY TAXES AND LAND UNDER CONSTRUCTION REIMBURSEMENT CHARGES

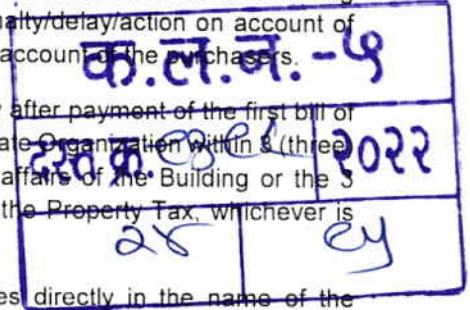
16.1. Property Tax, as determined from time to time, shall be borne and paid by the Purchaser on and from the CAM Commencement Date, separately from any of the other considerations / levies/ charges/ CAM Charges, etc. The said amount shall be paid by the Purchaser on or before 30th April of each financial 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 14 (fourteen) days of receipt of intimation from the Company, failing which the Purchaser shall be liable to pay interest as levied by the concerned Authorities together with late payment charge amounting

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to 5% (five per cent) of the Shortfall Amount or such part of the Shortfall Amount remaining unpaid. The Company shall not be responsible for any penalty/delay/action on account of such Shortfall Amount and the same shall entirely be to the account of the purchasers.



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

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

16.6. The Purchaser 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 6A**. 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**

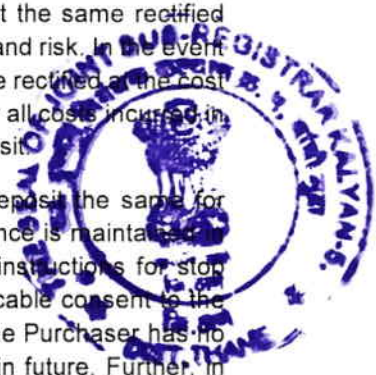
17.1. The Purchaser shall, on or before the Date of Offer of Possession, pay to the Company, the Building Protection Deposit set out in **Annexure 6A** hereto.

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

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

17.4. In the event any violations are observed by the Company's representatives/ nominees then same shall be intimated to the Purchaser and the Purchaser shall get the same rectified within 14 (fourteen) days from the date of the said intimation at his cost and risk. In the event the Purchaser fails to do the same, then the Company shall get the same rectified at the cost and risk of the Purchaser. The Purchaser shall be solely responsible for all costs incurred in this regard, which shall be recovered from the Building Protection Deposit.

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



18. **INDIRECT TAXES AND LEVIES**

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

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

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20. **PURCHASER'S COVENANTS**

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

a. To maintain the Unit at the Purchaser's own cost in good 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 Organization / Federation or concerned local or any other Authority or change / alter or make addition in or to the Unit or the Building or any part thereof and shall:

- (i) Not carry out any additions or alterations in the Unit and, or, Building which affect the structure, façade and/or services of the units/wing (including but not limited to, not making any change or to alter the windows and/or grills provided by the Company);
- (ii) Not make any changes to the common area/lobby and structural changes in the Building;
- (iii) Not relocate brick walls onto any location which does not have a beam to support the brick wall;
- (iv) Not change the location of the plumbing or electrical lines (except internal extensions);
- (v) Not change the location of the wet/waterproofed areas;
- (vi) Not make any alteration in the elevation and outside color scheme of the Building;
- (vii) Not chisel or in any other manner damage or cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural elements in the Unit without the prior written permission of the Company and/or the Ultimate Organization;
- (viii) Not to put any wire, pipe, grill, plant, outside the windows of the Unit to *inter alia* dry any clothes or put any articles outside the Unit or the windows of the Unit or 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.

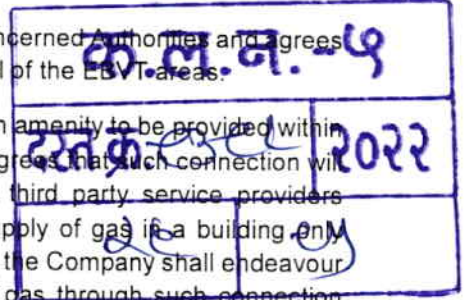
b. The Purchaser agrees to comply with the possession policy and the permissible changes policy of the Company, as amended, from time to time.

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

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studied and understood the plans approved by the concerned Authorities and agrees to raise no claim in relation to the manner of approval of the EHV Areas.

- d. In the event 'Piped Gas Connection' is indicated as an amenity to be provided within the Unit/building, the Purchaser acknowledges and agrees that such connection will be provided by a third party service provider. As third party service providers generally provide for piped gas connections and supply of gas in a building only when a significant portion of the building is occupied, the Company shall endeavour to provide the piped gas connection and supply of gas through such connection within a period of 24 (twenty four) months from the Extended DOP. 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.
- e. The Purchaser shall ensure and cause the Ultimate Organization to ensure that the Building is painted once every 5 (five) years from the Date of Offer of Possession and kept in good and proper condition.
- 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 Organization / Federation.
- 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 Organization to ratify and confirm that the name of the Building and/or Ultimate Organization shall not be changed without the prior written consent of the Company.
- 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



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

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In the event, the electric meter of the Unit has not been installed by the Date of Offer of Possession, the Company shall be obliged to provide power supply to the Unit. The power supply will be in line with the supply generally provided by the electricity distribution company in that area with regard to the duration and voltage. The Purchaser shall pay a fixed monthly sum as set out at **Annexure 6A** as provisional electricity charges to the Company for providing this supply. The Purchaser undertakes to make payment in advance of the provisional electricity charges for the first 4 (four) months from the Date of Offer of Possession. In the event the electric meter of the Unit is not installed within the aforesaid period of 4 months the 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 understands and agrees that the Purchaser shall not sell, lease, let, sub-let, transfer, assign or part with Purchaser's rights, title, interest or benefit under this Agreement or part with the possession of the Unit till such time that the Occupation Certificate is received and all the amounts payable by the Purchaser are paid in full and the Purchaser is not in breach of any of the terms and conditions of this Agreement. Any sale/transfer/lease etc. of the Unit after this time shall require written approval/ no-objection letter ("NOC") from the Ultimate Organization as well as the Federation (separately, and till such time that the Ultimate Organization and the Federation take over the management of the affairs of the Building and the larger development respectively, of the Company) to ensure that the inherent nature of the Ultimate Organization and/or Federation is not compromised by bringing in any member who does not subscribe to the guidelines and/or objectives of the Ultimate Organization and/or Federation. The Purchaser further agrees that in the event of any breach of any conditions, covenants or obligations under this Agreement, including but not limited to conditions pertaining to fit-out and maintenance of the Unit, the Purchaser shall rectify and cure such breach to the satisfaction of the Ultimate Organization/Federation, prior to obtaining such NOC. The Purchaser is aware that at the time of issuance of such NOC, the Purchaser (or party acquiring the interest, as they may mutually agree) will be required to clear all outstanding dues on the Unit, including but not limited to, CAM charges, Property Tax, utility bills, along with interest and/or penalty thereon, and further, make deposits of CAM Charges and Property Tax for duration as maybe specified by the entity issuing such NOC. Any document for sale/transfer/lease etc. which is entered into without obtaining written approval of the Ultimate Organization and the Federation (and till such time that the Ultimate Organization and the Federation take over the management of the affairs of the building and the larger development respectively, of the Company) shall be invalid and liable to be cancelled.
- r. The Purchaser is aware that certain parts of the Larger Property are earmarked for exclusive use of the residents of the specific building(s) / unit(s) and the Purchaser hereby agrees not to interfere in any manner, direct or indirect, with such exclusive right to use the earmarked areas and waives any right or claim in this regard.
- s. The Purchaser agrees and acknowledges that the sample unit constructed by the Company and all furniture's, items, electronic goods, amenities etc. provided thereon are only for the purpose of show casing the unit and the Company is not

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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.

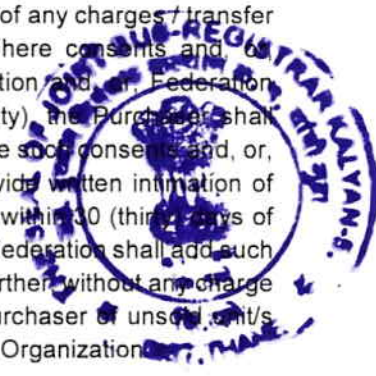
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t. The Purchaser confirms that this Agreement is the binding arrangement between the Parties and overrides any other written and, or, oral understanding, including but not limited to, the application form, allotment letter, brochure, or electronic communication of any form.

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

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

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



x. The Purchaser agrees and acknowledges that it shall forthwith admit any purchasers of units in the Building / Project and shall forthwith issue share certificates and other necessary documents in favour of such purchasers, without raising any dispute or objection to the same, and without charging/recovering from them any fees, donation or any other amount of whatsoever nature in respect thereof. Further, it is hereby agreed that the purchaser/lessees/occupants of these unsold unit/s shall enjoy and shall be entitled to enjoy all rights and privileges with respect to the use of the Common Areas and Amenities and facilities at par with any other member of the Ultimate Organization/Federation. In the event of a violation or breach of the

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covenants at Sub-Clause 20.1(w) and (x), the Purchaser will be liable to pay an amount equivalent to 1% (one per cent) of the Consideration Value and all other amounts payable under this Agreement, including, but not limited to, Reimbursements, Maintenance Related Amounts and all Indirect Taxes thereto for each month of delay caused.

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

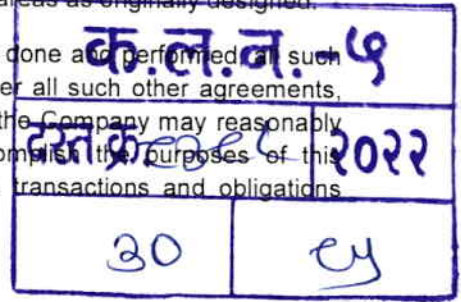
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The Purchaser is aware that in order to ensure safety of the workmen and the Purchaser, the Purchaser shall not be allowed to visit the site during the time that the Building is under construction. The Company shall provide photographic updates of 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 and all Indirect Taxes thereto.

- aa. Upon and after handover of the management of the Building to the Ultimate Organization, the Ultimate Organization (and its members) will be responsible for fulfilment of all obligations and responsibilities in relation to approvals / permissions as may be required by the concerned Authorities from time to time.
- bb. The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (FEMA), Reserve Bank of India Act, 1934 and rules/ regulations made thereunder or any statutory amendment(s) / modification(s) made thereof and all other Applicable Laws including 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.
- cc. The Purchaser is aware that various purchasers have chosen to buy unit(s) in the development with the assurance that the conduct of all users of the development shall be appropriate and in line with high standards of social behavior. Similarly, the Company has agreed to sell this Unit to the Purchaser on the premise that the Purchaser shall conduct himself in a reasonable manner and shall not cause any damage to the reputation of or bring disrepute to or cause nuisance to any of the other purchasers in the project and/or the Company and/or the development. Any Purchaser who engages in any action which does not meet such standards shall be construed to be in default of his obligations under this Agreement.

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- dd. The Purchaser undertakes to observe all other stipulations and rules which are provided herein in order to enable the Building/wing to be well maintained and enable all purchasers/members to enjoy the usage of these areas as originally designed.
- ee. The Purchaser shall do and perform, or cause to be done and performed all such further acts and things, and shall execute and deliver all such other agreements, letters, certificates, instruments and documents, as the Company may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the effective consummation of the transactions and obligations contemplated hereby.



21. **SPECIAL CONDITIONS**

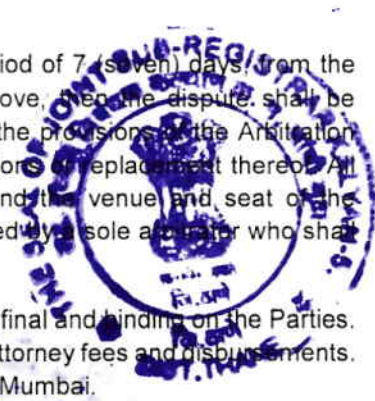
- 21.1. The Parties agree to adhere to the conditions set out in **Annexure 8 (Special Conditions)** and agree that these conditions shall prevail over any other conflicting provision of this document.

22. **MISCELLANEOUS**

- 22.1. Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in Applicable Law of the Building, Project or Larger Property or any part thereof.
- 22.2. All notices to be served on the Company and/or the Purchaser shall be deemed to have been duly served if sent by Registered Post A.D. / Under Certification of Posting / standard mail or courier at the address set out at **Annexure 6 (Unit and Project Details)**. Electronic communication (e.g. email) shall not be deemed to be valid form of communication, save and except in case of intimation of demand for payment installment being due and receipt for payment thereto.
- 22.3. The Parties agree that unless a Party informs the other Party in writing about a change in address/email ID, the address/email ID available at the time of this Agreement shall be deemed to be the valid address/email ID for all communication.
- 22.4. Any correspondence from the Purchaser should carry the customer ID quoted in **Annexure 6 (Unit and Project Details)** hereto in the subject line in following manner "CI: xxxxxxx". Any correspondence not mentioning the customer ID shall be deemed to be *non-est*/null and void.

23. **DISPUTE RESOLUTION AND GOVERNING LAW**

- 23.1. If any dispute or difference arises between the Parties at any time relating to the construction or interpretation of this Agreement or any term or provision hereof or the respective rights, duties or liabilities of either Party hereunder, then the aggrieved Party shall notify the other Party in writing thereof, and the Parties shall endeavor to resolve the same by mutual discussions and Agreement.
- 23.2. If the dispute or difference cannot be resolved within a period of 7 (seven) days from the notice by the aggrieved Party under Sub-Clause 23.1 above, then the dispute shall be referred to arbitration to be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any other statutory modifications or replacement thereof. All arbitration proceedings will be in the English language and the venue and seat of the arbitration will be Mumbai. The arbitration shall be conducted by a sole arbitrator who shall be appointed by the Company ("**Arbitrator**").
- 23.3. The decision of the Arbitrator shall be in writing and shall be final and binding on the Parties. The arbitral award may include costs, including reasonable attorney fees and disbursements. Judgment upon the award may be entered by the Courts in Mumbai.
- 23.4. This Agreement and rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceeding hereunder.



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

24. **SEVERABILITY**

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

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

25. **WAIVER**

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

26. **ENTIRE AGREEMENT**

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

27. **CONFIDENTIALITY**

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

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

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

- a. such disclosure is required by Applicable Law or requested by any statutory or regulatory or judicial/quasi-judicial Authority or recognized self-regulating Organization or other recognized investment exchange having jurisdiction over the Parties;
- b. such disclosure is required in connection with any litigation; or
- c. such information has entered the public domain other than by a breach of the Agreement.

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

SIGNED AND DELIVERED

By the Company within named

MACROTECH DEVELOPERS LIMITED

through the hands of Constituted Attorney

Mr. Surendran Nair

authorised vide Power of Attorney

dated _____

In the presence of:

1. [Signature]
2. [Signature]

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SIGNED AND DELIVERED

By the within named Purchaser

Rushikesh Ratan Shinde

In the presence of:

1. [Signature]
2. [Signature]

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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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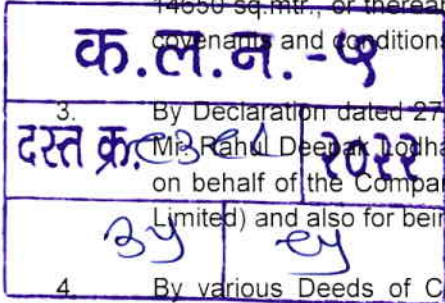


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Annexure 2

(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 various 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. 53/1 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 Declaration dated 27/01/2022 executed and registered under Serial No. KLN2-2057-2022 by Mr. Rahul Deepak Lodha *inter alia* declaring therein that he has acquired the said Land for and on behalf of the Company, i.e. Macrotech Developers Limited (earlier, Palava Dwellers Private Limited) and also for being developed by the Company.
4. 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.
5. 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.
6. By Deed of Conveyance dated 30/03/2018 executed and registered under Serial No. KLN1-2913-2018 with Sub-Registrar Kalyan, Heerabai Vishwas Patil and 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.
7. 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.
8. Fresh Certificate of Incorporation Certificate dated 14th March, 2018 for conversion of Lodha Developers Private Limited to Lodha Developers Limited.
9. Certificate of Incorporation dated 24th May 2019 for Change of Name of Lodha Developers Limited to Macrotech Developers Limited.
10. Therefore, the Company is sufficiently entitled to and absolutely possessed of and entitled to the entire Larger Property and has all development rights thereof.



Premier

K. P. MAHAJAN
ADVOCATE HIGH COURT

1. The undersigned is a duly qualified and licensed advocate of the High Court of Madhya Pradesh, Jabalpur Bench, and is engaged in the practice of law at Jabalpur, Madhya Pradesh.

2. I have read the above mentioned petition and the accompanying documents and have heard the parties and their advocates on the subject matter of the petition.

3. The facts and circumstances of the case are as stated in the petition and the accompanying documents and are not in dispute.

4. The law applicable to the facts of the case is as stated in the petition and the accompanying documents and is not in dispute.

5. The petition is filed for the purpose of seeking relief and the same is justified in law and equity.

6. The relief sought in the petition is in accordance with law and equity and the same should be granted.

K. P. MAHAJAN
ADVOCATE HIGH COURT

7. The facts and circumstances of the case are as stated in the petition and the accompanying documents and are not in dispute.

8. The law applicable to the facts of the case is as stated in the petition and the accompanying documents and is not in dispute.

9. The petition is filed for the purpose of seeking relief and the same is justified in law and equity.

10. The relief sought in the petition is in accordance with law and equity and the same should be granted.

11. The facts and circumstances of the case are as stated in the petition and the accompanying documents and are not in dispute.

12. The law applicable to the facts of the case is as stated in the petition and the accompanying documents and is not in dispute.

13. The petition is filed for the purpose of seeking relief and the same is justified in law and equity.

14. The relief sought in the petition is in accordance with law and equity and the same should be granted.

15. The facts and circumstances of the case are as stated in the petition and the accompanying documents and are not in dispute.

16. The law applicable to the facts of the case is as stated in the petition and the accompanying documents and is not in dispute.

17. The petition is filed for the purpose of seeking relief and the same is justified in law and equity.

K. P. MAHAJAN
ADVOCATE HIGH COURT

18. The facts and circumstances of the case are as stated in the petition and the accompanying documents and are not in dispute.

19. The law applicable to the facts of the case is as stated in the petition and the accompanying documents and is not in dispute.

20. The petition is filed for the purpose of seeking relief and the same is justified in law and equity.

21. The relief sought in the petition is in accordance with law and equity and the same should be granted.

22. The facts and circumstances of the case are as stated in the petition and the accompanying documents and are not in dispute.

23. The law applicable to the facts of the case is as stated in the petition and the accompanying documents and is not in dispute.

24. The petition is filed for the purpose of seeking relief and the same is justified in law and equity.

25. The relief sought in the petition is in accordance with law and equity and the same should be granted.

26. The facts and circumstances of the case are as stated in the petition and the accompanying documents and are not in dispute.

27. The law applicable to the facts of the case is as stated in the petition and the accompanying documents and is not in dispute.

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K. P. MAHAJAN
ADVOCATE HIGH COURT

28. The facts and circumstances of the case are as stated in the petition and the accompanying documents and are not in dispute.

29. The law applicable to the facts of the case is as stated in the petition and the accompanying documents and is not in dispute.

30. The petition is filed for the purpose of seeking relief and the same is justified in law and equity.

31. The relief sought in the petition is in accordance with law and equity and the same should be granted.

32. The facts and circumstances of the case are as stated in the petition and the accompanying documents and are not in dispute.

33. The law applicable to the facts of the case is as stated in the petition and the accompanying documents and is not in dispute.

34. The petition is filed for the purpose of seeking relief and the same is justified in law and equity.



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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

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To
Maha RERA,
Housefin Bhavan,
Plot No. C - 21,
Bandra Kurla Complex,
Bandra (East),
Mumbai 400051.

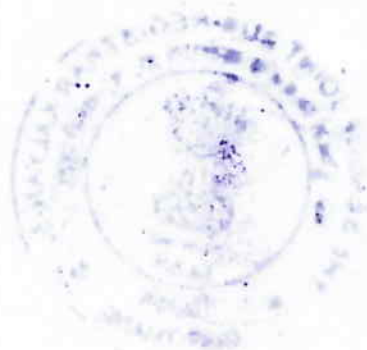
SUPPLEMENTAL TITLE REPORT

Sub : Land comprised in Survey Nos. 65/15A, 65/15B, 53/1 and 53/3 lying being and situate at Village Mangaon, Taluka Kalyan and District Thane admeasuring in all 53,200 sq.mtrs or thereabouts ("the said Land") in the registration district of Thane more particularly described in Schedule hereunder written.

- On the instructions of my client, Macrotech Developers Limited ("Company"). I have issued Report on Title dated 20/01/2022 ("Report on Title") *inter alia* certifying that Mr. Rahul Deepak Lodha is entitled to the said Land as an absolute Owner thereof on the basis of the findings and subject to all that is stated therein.
- Post the issuance of the said Report on Title, there are certain material changes that have taken place in connection with the said Land and as such I have been requested by my client to issue this Supplemental to incorporate such changes so as to update the earlier Report on Title for the said Land.
- For the purpose of preparing this Supplemental Title Report, I have further perused following documents in respect of said Land:
 - Village Extract form 7/12 (Record of Rights) in respect of the said Land.
 - Declaration dated 27/01/2022 executed and registered under Serial No. KLN2-2057-2022;
 - 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, 25/04/2014, 06/11/2015 and 20/04/2016 thereto, issued by the Competent Authority, Department of Revenue and Forest.
- From the perusal of the above documents, I hereby further certify as follows:

By Declaration dated 27/01/2022 executed and registered under Serial No. KLN2-2057-2022 by Mr. Rahul Deepak Lodha *inter alia* declaring therein that he has acquired the said Land for and on behalf of the Company and for being developed by Company, who is also the 'Owner/Developers' for the adjoining land.
- Permission for acquirement of the said Property**

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 thereto, the Competent Authority, 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 Private Limited (now Macrotech Developers Limited), for acquisition of Land in Talukas Kalyan, Ambernath and Thane in District Thane for the purpose of development of Special Township Project subject to the terms and conditions set out therein.

Conclusion

On the basis of above, and subject to what has been stated hereinabove and subject what has been stated in my Report on Title 20/01/2022, the Company is sufficiently entitled to and absolutely possessed of the said Land and has development rights thereof.

In view of the above my earlier Reports on Title dated 20/01/2022 stands modified and be read and construed accordingly.

Dated this 28th day of January, 2022.

R. Mahajan

(K. P. Mahajan)
Advocate High Court Bombay



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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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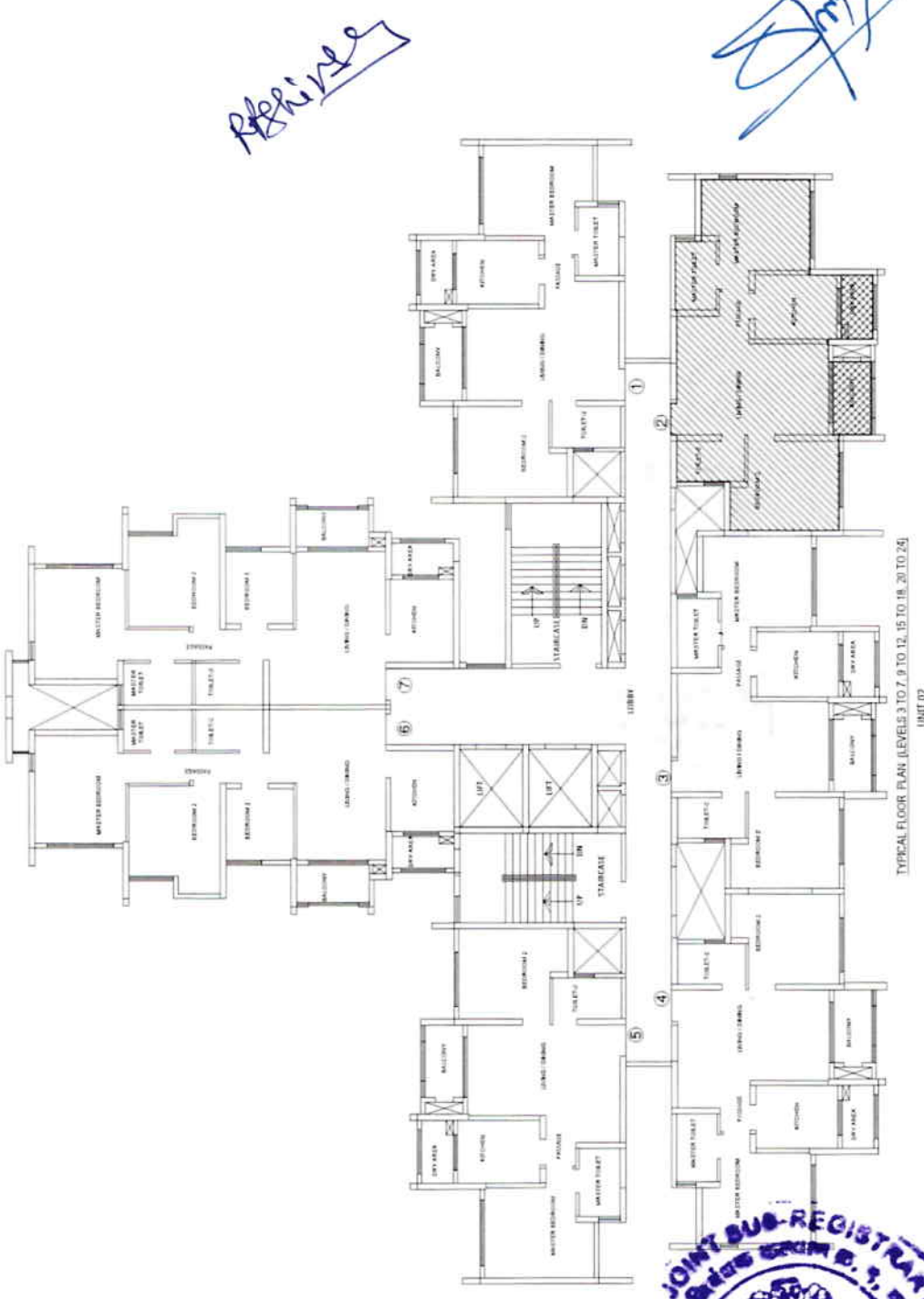
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ANNEXURE - 5



PALAVA, DOMBIVALI Developers	CASA FORESTA	WING: D	FLOOR 06 TH	FLAT NO. 602
<p>NOTE</p> <p>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 finishes may reduce the physical area accordingly. Carpet area may vary by +/-5% in account of construction or design tolerances.</p>	<p>LEGEND</p> <p>CARPET AREA</p> <p>EBVT AREA</p>	<p>NORTH</p>	<p>ARCHITECT</p> <p>ARCHITECT HAFEEZ CONTRACTOR 29 BANK STREET, FORT, MUMBAI-400023 TEL: 2266 1320</p>	
<p>THE SEAL OF JOINT BUS-REGISTRAR KALYAN'S REG. NO. 8.6 GET. THANE</p>				
<p>LODHA BUILDING A BETTER LIFE</p>				

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[Handwritten Signature]

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Annexure 6

(Unit and Project Details)

- (I) **CUSTOMER ID** :2218495
- (II) **Correspondence Address of Purchaser:** G/0703, Lodha Elite Lodha Heaven Near Nilje Railway Station Dombivli Thane 421204 Maharashtra India
- (III) **Email ID of Purchaser:** rushikeshrshinde@gmail.com
- (IV) **Unit Details:**
- (i) Development/Project : FORESTA C, D AND G
- (ii) Building Name : FORESTA
- (iii) Wing : D
- (iv) Unit No. : D-602
- (v) Area :

	Sq. Ft.	Sq. Mtrs.
Carpet Area	601	55.83
EBVT Area	55	5.11
Net Area (Carpet Area +EBVT Area)	656	60.94

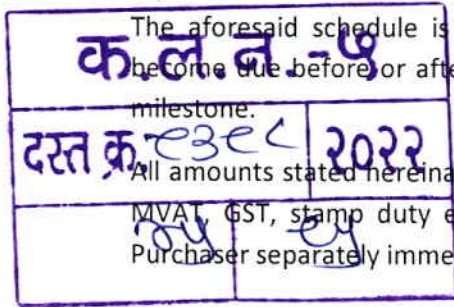
(vi) Car Parking Space Allotted: 1

- (V) **Consideration Value (CV):** Rs. 60,57,147/- (Rupees Sixty Lakh Fifty-Seven Thousand One Hundred Forty-Seven Only)
- (VI) **Payment Schedule for the Consideration Value (CV):**



[Handwritten Signature]

Sr. no.	On Initiation of below milestones	Amount (In Rs.)	Due Date
1	Booking Amount I	99,000	29-05-2022
2	Booking Amount II	2,03,857	29-05-2022
3	Booking Amount III	9,08,572	07-07-2022
4	On initiation of Plinth	6,36,000	Due As Per Construction
5	On initiation of RCC works for Level 01	5,14,858	Due As Per Construction
6	On initiation of RCC works for Level 06	7,57,143	Due As Per Construction
7	On initiation of RCC works for Level 11	7,57,143	Due As Per Construction
8	On initiation of RCC works for Level 16	7,57,143	Due As Per Construction
9	On initiation of RCC works for Level 20	7,57,143	Due As Per Construction
10	On initiation of Brick work	2,42,286	Due As Per Construction
11	On initiation of Plumbing Works	2,42,286	Due As Per Construction
12	On date of offer of Possession	1,81,716	Due As Per Construction



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

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

(VII) **Club Eligibility:**

The number of family members eligible for club membership are:

Configuration of Unit	No. of members
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 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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Annexure 6A

(Other Amount Payable before DOP)

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- (I) **Reimbursements:** Payable on/before the Date of Offer of Possession* (if Any):
1. Land Under Construction (LUC) Reimbursement: Rs. 22,042/- (Rupees Twenty-Two Thousand Forty-Two Only) towards reimbursement of LUC from the start of construction till the Date of Offer of Possession.
 2. 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.
 3. Connection and related expenses: Rs. 90,750/- (Rupees Ninety Thousand Seven Hundred Fifty Only).
 4. Share Money: Rs.600/- (Rupees Six Hundred Only).
- (II) **Maintenance Related Amounts: Provisional amounts (subject to actuals) payable on/before the Date of Offer of Possession:**
- (1) **CAM Charges:** (a) Rs.49594/- (Rupees Forty Nine Thousand Five Hundred Ninety Four Only) covering period of 18 months from DOP and (b) **City Linked Utility Charges:** Rs 9446/- (Rupees Nine Thousand Four Hundred Forty Six Only) covering period of 18 months from DOP.
 - (2) **Property Tax (Estimated):** Rs.1181/- (Rupees One Thousand One Hundred Eighty One 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.
- (III) **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.
- (IV) **City Infrastructure Charge:** Rs.82440/- (Rupees Eighty Two Thousand Four Hundred Forty Only) covering period of 60 months from DOP.

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



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List Of Amenities for Premier (Casa Foresta & Fiora & Liana).

LIST OF AMENITIES FOR LEGAL/ AGREEMENT PURPOSE

Amenities for 1 BHK, 2 BHK, 2BHK ULTIMA & 3 BHK OPTIMA (All floor levels)

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.

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flooring	ey
sanitary ware from	

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. School⁶
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

^ On chargeable basis

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Alshinde

765 - with 150 mm upstand from finished floor level

76 - 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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Annexure 8
(Special Conditions)

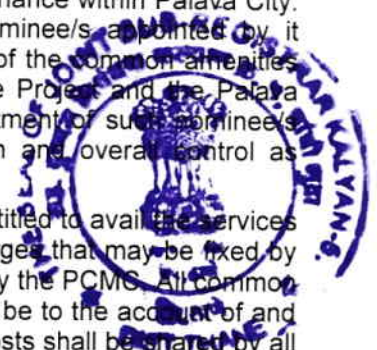
Notwithstanding anything stated elsewhere in the Agreement or otherwise, the Purchaser agrees that the following terms and conditions shall be applicable to the Purchaser. It is specifically undertaken by the Purchaser that where any of these terms conflict with, or, are contrary to any other provisions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

The Purchaser confirms, agrees and acknowledges that the sale of the Unit to the Purchaser is based on acceptance of the terms and conditions set out in this Agreement, including without limitation, the Special Conditions set out herein below:

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1. Palava City Management Company

- 1.1. The Purchaser acknowledges that the Unit, the Building and the Project forms part of the Palava City (as defined herein) which is an integrated township project. The Purchaser agrees and confirms that for the maintenance and management of the 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 Palava City Management Company)) of the Palava City shall be undertaken by the PCMC. PCMC may, at its sole discretion, continue to maintain and manage the said common areas after the expiry of the initial term set out in the Agreement.
- 1.2. The Purchaser hereby confirms and acknowledges that PCMC's On-Boarding Guide ("On-Boarding Guide") has 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.
- 1.3. The PCMC shall formulate the rules and regulations in an endeavor 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 / 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.
- 1.4. The Purchaser is aware that PCMC shall be authorized 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 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.
- 1.5. 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 to 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.



For the purpose of this Agreement, "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; and "Palava City Management Company" or "PCMC" shall mean the company, i.e. Palava City Management Private Limited, incorporated and registered under the Companies Act, 1956 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.

2. BCAM Charges

Rishi

- 2.1. BCAM Charges, as defined under this Agreement shall include the following: (i) the maintenance charges payable by you *inter alia* for the maintenance of the common areas of the Unit/ Building; and (ii) "City Linked Utility Charges", which shall mean the maintenance charges payable by you, *inter alia*, for the maintenance of the sewage treatment plan ("STP") and maintenance costs incurred towards replacement and upkeep of the STP or parts thereof and solid waste management plant ("SWMP") which may be located on the Larger Property, which cater to the Unit and, or, the Building.
- 2.2. Subject to utilization of the amounts stated at **Annexure 6A** for the initial period, the Purchaser agrees and undertakes to pay the Company and, or, the relevant Authority as the case may be City Linked Utility Charges at the rates communicated by the Company to the Purchaser / the Ultimate Organization 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.

3. **FCAM Charges:** FCAM Charges as defined in this Agreement, shall include the following: (i) City Infrastructure Charges (as defined below); and (ii) User Based Fee (as defined below):

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- City Infrastructure Charges:**
- 3.1. The Purchaser shall, on demand, make the payment of the estimated City Infrastructure Charges ("CIC") for the first 60 (sixty) months on or before the Date of Offer of Possession as set out in **Annexure 6**.
- 3.1.2. The CIC shall become payable from the CAM Commencement Date. The CIC shall continue to be payable by the Purchaser / 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.
- 3.1.3. 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.

3.2. **User Based Fee:** shall consist of the following: (i) Internal Bus Services Fee; (ii) Sports Complex Fee; (iii) Parking Area Maintenance Fee; and (iv) Club Usage Charges. The aforesaid sub-heads and the terms thereof are more particularly described hereunder.

3.2.1. For avoidance of doubt, after utilization of the amounts stated at **Annexure 6A** for the initial period, the Purchaser agrees 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 User Based Fee, at prevailing rates, towards the membership, usage, maintenance and, or, upkeep of the Club(s), Sports Complex, Internal Bus Services etc. Such additional User Based Fee 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 any of the said facilities.

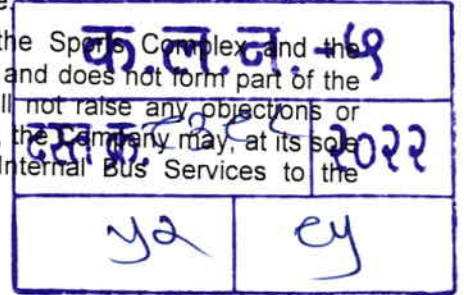
3.2.2. **Sports Complex and Internal Bus Services**

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 applicable charges in terms of and the manner as may be prescribed at the Date of Offer of Possession.

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, in terms of and the manner as may be prescribed at the Date of Offer of Possession, 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.



- c) 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 Organization / Federation. The Parties further agree that the Company / FMC shall be entitled to grant membership rights to any third person(s) / monetize the Sports Complex as it may deem fit and the Purchaser shall not be entitled to object to the same.
- d) The Purchaser agrees and acknowledges that the Sports Complex and the Internal Bus Services are owned by the Company and does not form part of the Common Areas Amenities, and the Purchaser will not raise any objections or make any claims with regards to the same. Further, the Company may, at its sole discretion, transfer the Sports Complex or the Internal Bus Services to the Ultimate Organization/ Federation.

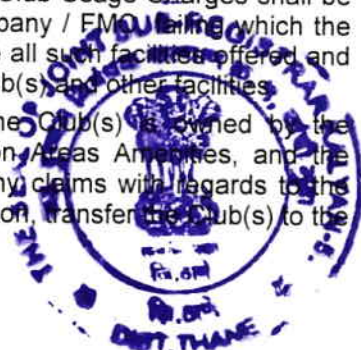


3.2.3. Parking Area Maintenance

In addition to the provisions with respect to Parking Spaces as set out at Clause 8 of the Agreement and after utilization of the amounts stated at **Annexure 6A** for the initial period, the Purchaser agrees to pay to the Company / FMC and/or relevant Authority (as the case may be), such amounts 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.

3.2.4. Club(s)

- a) Notwithstanding anything stated anywhere in this Agreement, the term "Club(s)" shall mean the club(s) 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 PCMC which can be used *inter alia* by the Purchaser upon becoming a member of the Club(s) by executing the relevant membership forms and documents. The Purchaser agrees and acknowledges that the membership to the Club(s) and/ or other common areas of recreational / food & beverage / commercial use as set out in this Agreement, shall always be subject to timely payments towards Club(s) Usage.
- b) For avoidance of doubt, after utilization of the amounts stated at **Annexure 6A** for the initial period, 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, and upkeep of the Club(s). Such additional Club Usage Charges shall be paid in a form and manner prescribed by the Company / FMC. Further, 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(s) and other facilities.
- c) The Purchaser agrees and acknowledges that the Club(s) is owned by the Company and does not form part of the Common Areas Amenities, and the Purchaser will not raise any objections or make any claims with regards to the same. Further, the Company may, at its sole discretion, transfer the Club(s) to the Ultimate Organization/Federation.



4. Utility Provision

- 4.1. 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 Organizations shall adhere to the same without raising any dispute thereto. The Purchaser has no objection to the above and waives all its rights to raise any objection in relation thereof.
- 4.2. 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

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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.

4.3. 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 payment of electricity charges shall be as per the terms and conditions prescribed by MSEDCL / any other electricity distribution company and the Purchaser hereto agrees to abide by the same.

4.4. 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.

4.5. 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 small number of purchasers. The Purchaser agrees and confirms that any default in payment, subject to grace period of upto 30 (thirty) 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.

4.6. 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.

5. Facility Management Company and Applicability of Certain Clauses

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

5.2. The Purchaser agrees and understands that in addition to the provisions set out at Clause 15.10, failure on the part of the Purchaser and, or, any delay or default in payment of the amounts stated hereinabove shall constitute a breach of the terms of the Agreement and shall lead to suspension of access not only to the Club(s), but the Sports Complex as well and all other facilities provided by the Company/Ultimate Organization till such time all due amounts are paid together with Interest for the period of delay in payment.

5.3. 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, Internal Bus Services and other facilities and usage thereof shall, at all times, be subject to the payments being made by the Purchaser towards the User Based Fee in terms of this Agreement and the execution of membership forms and, or, any other documents prescribed by the Company.



Annexure 9

(Purchaser Notice of Termination)

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]

क.ल.न.-५	
दस्त क्र. २३६८	२०२२
५४	[dated] ५



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अ. क्र.	इमारत क्र.	प्रास्ताविक परवानगीचा प्रकार	प्रस्तावित बांधकाम क्षेत्र (चौ. मी.)	इमारती उंची (मी.)	इमारती चा वापर	बांधकाम क्षेत्र (चौ. मी.)
१.	३३	पब्लिक वॉटर टाँक (३०००० लीटर) आणि १०००० लीटर टाँक (१०००० लीटर) यांच्यासाठी	३००००.००	३.००	पब्लिक	३००००.००
२.	३४	पब्लिक वॉटर टाँक (३०००० लीटर) आणि १०००० लीटर टाँक (१०००० लीटर) यांच्यासाठी	३००००.००	३.००	पब्लिक	३००००.००
३.	३५	पब्लिक वॉटर टाँक (३०००० लीटर) आणि १०००० लीटर टाँक (१०००० लीटर) यांच्यासाठी	३००००.००	३.००	पब्लिक	३००००.००
४.	३६	पब्लिक वॉटर टाँक (३०००० लीटर) आणि १०००० लीटर टाँक (१०००० लीटर) यांच्यासाठी	३००००.००	३.००	पब्लिक	३००००.००
५.	३७	पब्लिक वॉटर टाँक (३०००० लीटर) आणि १०००० लीटर टाँक (१०००० लीटर) यांच्यासाठी	३००००.००	३.००	पब्लिक	३००००.००
६.	३८	पब्लिक वॉटर टाँक (३०००० लीटर) आणि १०००० लीटर टाँक (१०००० लीटर) यांच्यासाठी	३००००.००	३.००	पब्लिक	३००००.००
७.	३९	पब्लिक वॉटर टाँक (३०००० लीटर) आणि १०००० लीटर टाँक (१०००० लीटर) यांच्यासाठी	३००००.००	३.००	पब्लिक	३००००.००
८.	४०	पब्लिक वॉटर टाँक (३०००० लीटर) आणि १०००० लीटर टाँक (१०००० लीटर) यांच्यासाठी	३००००.००	३.००	पब्लिक	३००००.००
९.	४१	पब्लिक वॉटर टाँक (३०००० लीटर) आणि १०००० लीटर टाँक (१०००० लीटर) यांच्यासाठी	३००००.००	३.००	पब्लिक	३००००.००
१०.	४२	पब्लिक वॉटर टाँक (३०००० लीटर) आणि १०००० लीटर टाँक (१०००० लीटर) यांच्यासाठी	३००००.००	३.००	पब्लिक	३००००.००

क.ल.न. ५
दस्त क्र. ३३६८ २०२२
यु. ए.

अ. क्र.	इमारत क्र.	प्रास्तावित मजले	इमारती उंची (मी.)	इमारती चा वापर	बांधकाम क्षेत्र (चौ. मी.)
१.	A, B, C, D	तळ + २० मजले	६९.९०	रिहास	१२९९०.००
२.	A, B, C, D, E, F, G, H, I	तळ + २० मजले	६९.९०	रिहास	१२९९०.००
३.	B, C, D, E, F, G, H, I	तळ + २० मजले	६९.९०	रिहास	१२९९०.००
४.	A, B, C, D, E	तळ + २० मजले	६९.९०	रिहास	१२९९०.००
५.	A, B, C, D, E, F, G, H, I	तळ + २० मजले	६९.९०	रिहास	१२९९०.००
६.	A, B, C, D, E, F, G, H, I	तळ + २० मजले	६९.९०	रिहास	१२९९०.००
७.	A, B, C, D, E, F, G, H, I	तळ + २० मजले	६९.९०	रिहास	१२९९०.००
८.	A, B, C, D, E, F, G, H, I	तळ + २० मजले	६९.९०	रिहास	१२९९०.००
९.	A, B, C, D, E, F, G, H, I	तळ + २० मजले	६९.९०	रिहास	१२९९०.००
१०.	A, B, C, D, E, F, G, H, I	तळ + २० मजले	६९.९०	रिहास	१२९९०.००

सेक्टर - P: बांधकाम परवानगीचे क्षेत्र

अ. क्र.	इमारत	प्रस्तावित मजले	इमारती उंची (मी.)	इमारती चा वापर	बांधकाम क्षेत्र (चौ. मी.)
१.	Commercial Building	तळ + १० मजले	२६.९०	वाणिज्य	२२२२०.९७
एकूण -					२२२२०.९७

एकूण बांधकाम क्षेत्राचा तपशील

अ. क्र.	तपशील	चौ. मी.
१.	जगाचे एकूण क्षेत्र	
अ)	अतिरिक्त चटई क्षेत्र निर्देशांक = १	
ब)	अतिरिक्त अनुसंध चटई क्षेत्र (अतिरिक्त आकाराने) = ०.८८	
क)	एकूण अनुसंध बांधकाम क्षेत्र (अ + ब) (Social Housing) चे क्षेत्र वागवून	
द)	Social Housing चे किमान आवश्यक बांधकाम क्षेत्र (JTP च्या नियमावली) ६.०० किमान रिहास वापर करणे १५% Social Housing	
२.	एकूण अनुसंध बांधकाम क्षेत्र (क + द) (Social Housing) च्या क्षेत्रावरील	
३.	१ ब पैकी अतिरिक्त चटई क्षेत्र (अतिरिक्त आकाराने)	
४.	सध्यातील एकूण अनुसंध बांधकाम क्षेत्र (१, ३ + २) (Social Housing) चे क्षेत्र वागवून	
५.	अ. क्र. ३ पैकी एकूण प्रस्तावित बांधकाम क्षेत्र Social housing चे क्षेत्र वागवून	२८५७३३८.३५
६.	Social housing चे प्रस्तावित क्षेत्र	१२९७३२२.२९



हातकडी इमारत परवानगीचा नगर प्रशासनाच्या विभागाकरीत अनुसंध बांधकाम क्षेत्रात (अतिरिक्त चटई क्षेत्र) R.D.I.O&P नगर प्रशासनाच्या बांधकाम विभागाकडून या परवानगीच्या प्रक्रियेचा प्रारंभ झाला आहे. नगर प्रशासनाच्या इमारतीच्या पूर्वीच बांधकाम उपलब्ध असून बांधकाम क्षेत्राच्या सुधारित नकाशा प्रस्तावित बांधकामाच्या इमारतीच्या आकाराने खालीलप्रमाणे आहे:

सेक्टर - B: बांधकाम परवानगीचे क्षेत्र

अ. क्र.	इमारत	प्रस्तावित मजले	इमारती उंची (मी.)	इमारती चा वापर	बांधकाम क्षेत्र (चौ. मी.)
१.	Research & Development (Office Building)	तळ + ४ मजले	२५.६०	वाणिज्य	८२५९.०७
एकूण -					८२५९.०७

सेक्टर - D: बांधकाम परवानगीचे क्षेत्र

अ. क्र.	इमारत	प्रस्तावित मजले	इमारती उंची (मी.)	इमारती चा वापर	बांधकाम क्षेत्र (चौ. मी.)
१.	ROW HOUSE (158 wings)	तळ + १ मजले	७.७०	रिहास	३९५८८.८१
एकूण -					३९५८८.८१

सेक्टर - J: बांधकाम परवानगीचे क्षेत्र

अ. क्र.	इमारत	प्रस्तावित मजले	इमारती उंची (मी.)	इमारती चा वापर	बांधकाम क्षेत्र (चौ. मी.)
१.	Cluster no. १०.०१ (B) Wing -H & I	तळ + १२ मजले	३८.४५	रिहास	९७२६.२६
२.	Cluster no. १०.०२ Wing- A, B, C, D, E & G	तळ + १४ मजले	४४.१०	रिहास	६६२४२.१५
३.	Cluster no. १०.०३ Shop in Wing- C, D & E	तळ मजला	३.५०	वाणिज्य	९४४.४३
एकूण -					७६९१२.८४

सेक्टर - O: नव्याने बांधकाम परवानगीचे क्षेत्र

अ. क्र.	इमारत	प्रस्तावित मजले	इमारती उंची (मी.)	इमारती चा वापर	बांधकाम क्षेत्र (चौ. मी.)
१.	Cluster १५.०१ Wing A&B	तळ + २२ मजले	६९.९०	रिहास	१९८६४.५६
२.	Cluster १५.०२ Wing A, B, C, D, F, G, H & I	तळ + २३ मजले	६९.९०	रिहास	२५६८०.२९
३.	Cluster १५.०३ Wing	तळ + २३ मजले	६९.९०	रिहास	२५२८३.३२

१.	एकूण अनुसंध बांधकाम क्षेत्र (अ + ब) (अ + ब) (अ + ब)	३०२३०७२.७८
२.	एकूण अनुसंध बांधकाम क्षेत्रातील चटई क्षेत्र निर्देशांक (५/३)	०.८८१
३.	अतिरिक्त अनुसंध बांधकाम क्षेत्रातील चटई क्षेत्र निर्देशांक (१/३)	०.६५५

भरगणव्याची रकमेबाबत :-

१) छाननी शुल्क: (सेक्टर अ) = रुपये १,७०,२००/-

२) अतिरिक्त चटई क्षेत्र शुल्क: (अतिरिक्त चटई क्षेत्र निर्देशांक ५.२.२ मधील नकाशातील अ. क्र. २ अ अनुसार) विकास शुल्क ०.८ अतिरिक्त चटई क्षेत्र निर्देशांक अनुसंध असून त्याची पूर्वीच्या नियमानुसार ०.४ एवढ्या अतिरिक्त चटई क्षेत्र निर्देशांकाने अनुसंधान शुल्क मध्ये मान्यता प्रदान विकास प्राधिकरणाकडे रु. ३०,६०,३३,०२०/- धरणा केलेले आहे. अनेकदा घेता या प्रस्तावापुढे मूळ अनुसंध चटई क्षेत्र निर्देशांक (FSI) १.०० या पूर्वी वापर केलेला नाही, त्यामुळे अतिरिक्त चटई क्षेत्र निर्देशांकाने आवश्यक असलेले अतिरिक्त आकाराचा आधारयुक्त नाही.

क) विकास शुल्क:-

पहाराट्ट प्रादेशिक व नगर रचना अधिनियम, १९६६ चे कलम १२४ बी मधील तरतुदीनुसार (परिशिष्ट दोन) बांधकामासाठी विकास शुल्क वार्षिक बाजारमूल्य दर लक्षात घेता निव्वारी बांधकाम दराच्या २% व अनिवारी बांधकाम दराच्या ४% या दराने ठरवा करणे आवश्यक आहे, तसेच अतिरिक्त नगर रचनातील सुधारित नियमावलीतील विनियम १३.४ (अ) अनुसार विकास शुल्काच्या ५० टक्के सवलत अनुसंध आहे.

परंतु शासनाच्या दिनांक ०६/०९/२०१८ रोजीच्या पत्रानुसार विकास शुल्क PAID FSI व DOUBLE HEIGHT TERRACE करिता सुमारे रुपये ९,२२,५९,५८७/- एवढी रक्कम सध्याची बांधकामाची या बाबतच्या काळाविलेले होते, त्यानुसार विकास शुल्काचा एकूण भरणा भरगणव्याचा तपशील खालीलप्रमाणे आहे.

ड) एकूण भरगणव्याची रक्कम

अ. क्र.	तपशील	रक्कम (रुपये)
१.	छाननी शुल्क	१,७०,२००/-
२.	विकास शुल्क	३६,९९,३५०/-
३.	अतिरिक्त चटई क्षेत्र शुल्क	निव्वार
४.	एकूण आता भरगणव्याची रक्कम रु.	३७,८९,५५०/-
५.	शासनाच्या दि. ०६/०९/२०१८ रोजीच्या पत्रानुसार सध्याची बांधकामाची रक्कम रु.	९,२२,५९,५८७/-

5. या पूर्वे या कार्यालयाने LIC वॉलंटरी दि. 26/08/2022 रोजीच्या पाठोपाठून समाविष्ट नसून कायदाबाही शाखेत रकम म.	5,29,29,956/-
6. आता समाविष्ट नसून कायदाबाही शाखेत रकम म. (18) सार उपाययोजना सेक्टर 'R.D.I.O.P' या सेक्टरच्या बांधकाम परवानगी मंजुरीकरिता समाविष्ट नसून कायदाबाही शाखेत रकम म. (15) - (19)	39,69,956/- 4,29,39,904/-

(3) बँकगॅरंटी

एकात्मिक नगर वसाहत क्षेत्र मध्ये नियमानुसार सर्व पायाभूत सुविधा प्रकल्प वगळीत (Infrastructural Facilities) विकसित करणे व त्याची देखभाल करणे UDCPR 2020 नियमावलीतील विनियम १४.१.१.१२ (viii) नुसार विकासकार बंधनकारक आहे. तसेच संबंधित एकात्मिक नगर वसाहतक्षेत्रातील पायाभूत सुविधांचा प्रकल्प खर्चाच्या १५% रकमेची बँक गॅरंटी विकसकांनी किर्लाबांधकाम, ठाणे यांचकडे सादर करणे आवश्यक आहे.

म्ह. निष्काळजीकारी, ठाणे यांनी दिनांक 29/12/2022 रोजी अंतिम अधिष्ठाया मंजूर केलेल्या घडविलील अट क्र. ४६ व मा. सहसंचालक नगररचना, कोकण विभाग, नवी मुंबई यांच्या दिनांक 03/12/2022 च्या शिफारस घडविलील अट क्र. ६ अ अनुसार विकासकास संबंधित सेक्टरच्या बांधकाम परवानगीच्या वेळी सेक्टर निहाय बँक गॅरंटी ठेणे आवश्यक आहे. विकासकात मा. निष्काळजीकारी, ठाणे कायदाबाहीकडे दि. 03/04/2022 रोजीच्या घडविलील 25,00,00,000/- रकमेची बँक गॅरंटी दिलेली आहे व त्याची छापील प्रत मा. सहायक संचालक, नगर रचना, ठाणे या कायदाबाही सादर केलेली आहे.

१) (2) कामगार उपकर:-

शासनाच्या एकात्मिक नगर वसाहती च्या UDCPR-2020 नियम क्र. १४.१.१.१३ (IV) अनुसार मुद्राक शुल्क व विकास शुल्कासाठी ५.०५% सबलत देण्यात आलेली आहे, तयारी या मध्ये कामगार उपकर या बाबीचा समावेश नाही.

प्रस्तावा खालील जागेस सहसंचालक, नगररचना, कोकण विभाग, नवी मुंबई यांचे शिफारस पत्र क्र. एकात्मिक नगर वसाहती/मी.खोणी व अंतर्गत व इतर / सहसंकोची/२००२ दि. २८.६.२०१९ व मा. निष्काळजीकारी, ठाणे यांचे कडील बांधकाम परवानगी आदेश क्र. महसूल/कस-१/टी-७/विनवप/एसआर-८८-२०१४, दि. १८.९.२०१४ अन्वये सेक्टर- C ते 1 (पूर्वीचे सेक्टर- A ते G) या २४,८६,३७६.९७ चौ. मी. क्षेत्रावर बांधकाम परवानगी देण्यात आलेली आहे, तसेच वेळो-वेळी सुधारित परवानगी देण्यात आलेल्या आहेत. अला सेक्टर- B,D,I,O&P, या क्षेत्रावर अनेकदा याने नव्याने बांधकाम प्रस्तावित केलेले आहे. अनेकदा आतापर्यंत रु. ९,३०,२६,१७१/- एवढा उपकर भरणा केलेला आहे. तथापि, सार उपकर हा प्रस्तावित बांधकाम क्षेत्रावर परिगणित करावयाचा असल्यामुळे सेक्टर " B,D,I,O&P " मधील बांधकामाचे कामगार उपकराबाबत नव्याने आदेश निर्गमित करण्यात येतील. हा उपकर विकासकांनी पूर्वापचाचा दाखला घेण्यापूर्वी भरणे आवश्यक आहे. तसेच उपकराच्या रकमेमुळे प्रकृती तयारत आल्यास ती भोगे विकासकार बंधनकारक आहे.

वर नमुद केलेल्याप्रमाणे शासनाने दिलेल्या मार्गदर्शनाच्या तारखेनुसार सेक्टरावर नकाशाचा सार क्षेत्रासाठी लागू असलेल्या एकात्मिक नगर वसाहतीच्या नियमावली अनुसार

अथवाच कुठल्याही वेळी शासनाने अथवा मंत्रालयाच्या आदेशाने या नियमावलीत बदल घडविलेले असतील ते घ्यावेत. या नियमावलीत बदल घडविलेले असतील ते घ्यावेत. या नियमावलीत बदल घडविलेले असतील ते घ्यावेत.

क.ल.न.-४

दस्त क्र. २३९/२०२२

२०२२

- सदर प्रकरणी UDCPR-2020 नुसार एकात्मिक नगर वसाहत क्षेत्र मध्ये नियमानुसार पायाभूत सुविधा प्रकल्प विकसित करणे व त्याची देखभाल करणे विकसकांवर बंधनकारक राहिलेले.
- शासनाच्या दि. 03/12/2022 च्या शिफारस घडविलील अट क्र. 6 अ अनुसार विकासकास संबंधित सेक्टरच्या बांधकाम परवानगीच्या वेळी सेक्टर निहाय बँक गॅरंटी ठेणे आवश्यक आहे.
- पक्षीकरण विभाग महाराष्ट्र शासन यांचे दि. 25/06/2019 व दि. 29/02/2019 रोजीच्या ना-हरकत प्रमाणपत्रातील सर्व अटी व शर्तीचे पालन करणे विकासकार बंधनकारक राहिलेले.
- महाराष्ट्र प्रमाण नियंत्रण मंडळाचे दि. 20/12/2012 रोजीच्या मान्यता प्रज्ञापत्र अटी व शर्तीचे पालन करणे विकासकार बंधनकारक राहिलेले.
- UDCPR-2020 नुसार एकात्मिक नगर वसाहत प्रकल्पाच्या शासन मंजूर नियमावलीतील विनियम १४.१.१.२ (V) अनुसार वृक्ष लागवड करणे त्यांची देखभाल/संरक्षण करणे विकासकार बंधनकारक आहे.
- विरोध प्रसंगी निष्काळजीकारी, ठाणे यांनी लेखी आवेदन दिले तर ते विकासकार बंधनकारक राहिलेले. त्यास या परवानगीपत्रात बांधा येणार नाही.
- मुख्य अधिष्ठाया, जलसंधारण विभाग, कोकण प्रदेश, मुंबई यांचे दि. 03/03/2018, दि. 09/09/2014 व दि. 05/02/2014 रोजीच्या ना-हरकत प्रमाणपत्रांमध्ये नमुद सख्खे नंतरच्या जागेमध्ये रोधा सुविधा व्यतिरिक्त कोणतेही बांधकाम करण्यात येऊ नये, त्याचप्रमाणे त्यातील इतर अटी व शर्तीचे पालन करणे बंधनकारक राहिलेले.
- संचालक, महाराष्ट्र अग्निशमन सेवा, मुंबई यांनी दि. 06.09.2018 व दि. 14/01/2020 रोजी प्रमाणित नकाशासह दिलेल्या ना-हरकत दाखल्यातील सर्व अटी / शर्तीचे पालन करणे व पूर्ती करणे विकासकार बंधनकारक राहिलेले तसेच नव्याने समाविष्ट केलेल्या सेक्टर B,D,I,O & P करीता अग्निशमन विभागाची ना-हरकत प्रमाणपत्र जोडा प्रमाणपत्र घेण्यापूर्वी या कायदाबाही सादर करणे बंधनकारक राहिलेले. सदर ना-हरकत प्रमाणपत्राच्या अनुषंगाने जोचांमध्ये काही बदल झाल्यास त्यास सुधारित परवानगी घेणे बंधनकारक राहिलेले.
- नकाशातील प्रस्तावित इमारतीकरिता प्रत्येक इमारतीमध्ये नकाशात दर्शविल्या अनुसार १ अग्नी प्रतिबंधक विकास जोड्याचे बांधकाम फायर अँड फायरिंग याने ना-हरकत पत्रात दिलेल्या सूचनांनुसार तसेच योग्य त्या बांधकाम साहित्याचा वापर करणे विकासकार बंधनकारक राहिलेले. सदर सेक्टरमध्ये प्रत्येक इमारतीमध्ये प्रस्तावित रिपब्लिक फ्रिया कोणाच्याही परिस्थितीत बंद करता येणार नाही व त्या जाग्यवरच्या खुबत ठेवणे विकासकार बंधनकारक राहिलेले. या रिपब्लिक फ्रियाचे प्रत्येक बांधकाम दोन तासांच्या फायर रेटिंगमध्ये बांधकाम साहित्य वापरणे विकासकार बंधनकारक राहिलेले.

- विकासकार दर्जाबिबंदीमध्येच नियमानुसार आवश्यक पाकिंगची सुविधा विकासकांनी विकसित करावयाची आहे व त्या विकसकांच्या बंधनकारक राहिलेले. सदर नकाशांमध्ये अनुषंग केलेल्या पाकिंगचा वापर केवळ वाहत्यासाठीच करणे बंधनकारक राहिलेले. स्वयं, सार पाकिंगमध्ये पुरेसा प्रकाश व वायुचिक्न पाणी व्यवस्था वेळोवेळी अथवा आवश्यक असल्यास पार्किंग फ्लोरीने करणे विकासकार बंधनकारक राहिलेले व यामुळे अग्रग्रेड वोल्ट प्रकल्पासाठी विकासकांनी आवश्यक ती सुविधा व्यवस्थेची उपलब्ध करणे विकसकांवर बंधनकारक राहिलेले.
- निर्दिष्ट बांधकामातील मरिचिका फेडिंग रीटिंग वापरासाठी कायदाबाही कायदाबाही आहेत त्यातील वापरासाठी केवळही बंदल सहायक संचालक, नगररचना, ठाणे यांच्या मंजुरी शिवाय विकासकास / रचना धारकास करता येणार नाही.
- नकाशांमध्ये दर्शाविलेले बांधकाम क्षेत्र, भूखंडाच्या हद्दी, सामासिक अंतरे मंजूर नकाशांनुसार आकार घालू असलेले बांधकाम यांची मोठेपणे व प्रकाशत जागेवर जुळणे आवश्यक आहे.
- सुरक्षिततेच्या दृष्टीने (safety and security of buildings to counter manmade disasters) आवश्यक ती उपाययोजना करणे विकासकार बंधनकारक राहिलेले.
- नकाशा मंजुरीनुसार च्या इमारतीचे बांधकाम भूकंप प्रतिरोधकते (Earthquake) दृष्टीने व Natural Calamities च्या दृष्टीने उपाययोजना करणे व इमारतीचे तसे स्ट्रक्चरल डिजाईन विकासकांच्या संबंधित सल्लागार यांचेकडून करणे व त्यानंतर प्रत्यक्ष बांधकामास मुरुमळ करणे व त्यांचे सल्ल्याने व देखरेखीखाली बांधकाम करणे विकासकार बंधनकारक राहिलेले.
- UDCPR-2020 नुसार एकात्मिक नगर वसाहत विकसित करणेसाठी शासन मंजूर विनियमावलीतील विनियम १४.१.१.३ (III) अनुसार EWS/LIG बाबतच्या ताजुदारीची पूर्ती करणे विकासकार बंधनकारक राहिलेले.
- प्रस्तावित नकाशावर दर्शाविल्याप्रमाणे सर्व सामासिक अंतरे प्रत्यक्षत जागेवर असले पाहिजेत व त्या खालील जागा कायमस्वरूपी खुली ठेवणे बंधनकारक राहिलेले.
- वन्य हारकमची सुविधा डाउनलोडिंगमध्ये सर्व रीटिंगांना उपलब्ध करणे आवश्यक राहिलेले.
- Rain Water Harvesting System व Solar System ची व्यवस्था व त्यातील इतर तांत्रिक बाबींकरिताची पूर्ती व विकास भोगवटा दाखल्यापूर्वी करणे विकासकार बंधनकारक राहिलेले.
- वृक्ष लागवडीसाठी ज्या जागांसाठी भूखंड / सेक्टर / बँक दर्शविलेले आहे, निष्काळजीकारी यांच्या बाबतच्या क्षेत्राचा वापर करणे विकासकार बंधनकारक राहिलेले. रीटिंग विभागातील सेक्टर / बँक मधील भूखंड सार क्षेत्रास लागू विकास नियंत्रण नियमावलीनुसार अनुषंग होणे-या रीटिंग वापरासाठीच वापरवाच्ये आहेत. त्यास सुविधा, ऑनग्रेड इत्यादी व्यवस्थातील मिश्र वापर त्यामध्ये अनुषंग राहिलेले. कारण UDCPR-2020 नुसार एकात्मिक नगर वसाहतीच्या नियमावलीतील विनियम १४.१.१.७ (IV) अनुसार योजनेत बांधकाम

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२०. वृक्ष लागवडीसाठी ज्या जागांसाठी भूखंड / सेक्टर / बँक दर्शविलेले आहे, निष्काळजीकारी यांच्या बाबतच्या क्षेत्राचा वापर करणे विकासकार बंधनकारक राहिलेले. रीटिंग विभागातील सेक्टर / बँक मधील भूखंड सार क्षेत्रास लागू विकास नियंत्रण नियमावलीनुसार अनुषंग होणे-या रीटिंग वापरासाठीच वापरवाच्ये आहेत. त्यास सुविधा, ऑनग्रेड इत्यादी व्यवस्थातील मिश्र वापर त्यामध्ये अनुषंग राहिलेले. कारण UDCPR-2020 नुसार एकात्मिक नगर वसाहतीच्या नियमावलीतील विनियम १४.१.७ (IV) अनुसार योजनेत बांधकाम



महाराष्ट्र शासन
नगर विकास आणि मुद्रण विभाग
राज्य शाखा

जिल्हाधिकारी कार्यालय इतरात, १ रा मजला, कोर्ट नाका, ठाणे (प) - ४०० ६०१

आ.क्र. एकात्मिक नगर वसाहत/मो. अंतर्ली, छाणा व इतर/८८ दिनांक - १२/०४/२०२२
सेक्टर "ओ" /संसंठाणे/

प्रति,

मे. मॅकोटेक डेव्हलपर्स लि.,
मुंबई.

विषय :- बांधकाम परवानगीबाबत (सेक्टर ०) (पल्लावा -३)

मीने अंतर्ली, छाणी, हेड्टणे, कोळे ता.कल्याण आणि मीने उंब्रोली, ता. अंबरनाथ तसेच मीने घारिवली, काटई, कोळे व माणागंज, ता. कल्याण, जि.ठाणे, या एकात्मिक नगर वसाहत मधील मीने हेड्टणे व माणागंज यातील स.न. गट नं. / सि.स.क्र.१४/२अ, १४/२ब, १४/३ व इतर, एकूण क्षेत्र ३७९०९०.३८ चौ.मी. यांमध्ये बांधकाम परवानगी मिळवणेबाबत.

संदर्भ:-

- शासन, नगर विकास विभागाची अधिसूचना (LC) क्र. टिपीएस-१२१३/१६/प्र.क्र.२८४/१३/नवि-१२, दि. ०३.०३.२०१४,
- जिल्हाधिकारी, ठाणे यांचे (LOI) इरादा पत्र क्र. महसूल/कक्ष-१/टे-७/विनयप्र/कावि-१५८०२/१४, दि. २५.३.२०१४,
- नगर विकास विभागाची अधिसूचना (LC) क्र.टिपीएस-१२१३/१६/प्र.क्र.२८४/१३/नवि-१२, दि. २२.८.२०१४,
- जिल्हाधिकारी, ठाणे यांचे (LOI) इरादा पत्र क्र. महसूल/कक्ष-१/टे-७/विनयप्र/कावि-४०२२१/१४, दि. १५.६.२०१४,
- नगर विकास विभागाची अधिसूचना(LC)क्र.टिपीएस-१२१३/१६/प्र.क्र.२८४/१३/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.

- शासन यांचे पत्र क्र. टिपीएस-१२२४/१६/प्र.क्र. १३/२४/नवि-१२, दि. १८/१०/२०२१.
- जिल्हाधिकारी, ठाणे यांचे पत्र क्र. एकात्मिक नगर वसाहत प्रकल्प क्र. १ व २ /एकात्मिक नगर वसाहत-५४/२०२१, दि. २७/१०/२०२१.
- सबसंचालक नगर रचना, कल्याण विभाग नवे यांचे पत्र क्र. एकात्मिक नगर वसाहत /मो.अंतर्ली, छाणी व इतर/यंत्रसंचालक/१८८८, दि. ०३/१२/२०२१.
- जिल्हाधिकारी, ठाणे यांचे पत्र क्र. महसूल/कक्ष-१/टे-७/अंतर्ली - छाणी- हेड्टणे-कोळे, घारिवली, काटई, माणागंज / ता.कल्याण / उंब्रोली ता. अंबरनाथ/एकात्मिक विशेष नगर वसाहत प्रकल्प एकात्मिक/रेखांकन/एसआर-१८/२०१९, दि. ३०/१२/२०१९.
- या कार्यालयाचे पत्र क्र. एकात्मिक नगर वसाहत /मो. अंतर्ली, छाणी व इतर/ संसंठाणे/२२२९, दिनांक २४/१०/२०२१.
- या कार्यालयाचे पत्र क्र. एकात्मिक नगर वसाहत /मो. अंतर्ली, छाणी व इतर/ संसंठाणे/२२२९, दिनांक २४/१०/२०२१.
- अर्जदार मे. मॅकोटेक डेव्हलपर्स प्रा. लि. यांचे या कार्यालयास दि. १४/१२/२०२१ रोजीचे पत्र.

महोदय,

विषयवर्षित मीने अंतर्ली, छाणी, हेड्टणे, कोळे ता.कल्याण आणि मीने उंब्रोली, ता. अंबरनाथ तसेच मीने घारिवली, काटई, कोळे व माणागंज, ता. कल्याण, जि.ठाणे, या एकात्मिक नगर वसाहत प्रकल्पास निष्काधिकारी, ठाणे यांचे दि. ३०/१२/२०२१ रोजीचे अर्देश अनुसार अंतिम अभिन्यास मंजूरी मिळालेली असून मीने हेड्टणे कोळे व मीने हेड्टणे उंब्रोली या विशेष नगर वसाहत प्रकल्पास संदर्भात क्र. ५ व ६ अन्वये लोकेशन क्लिअरन्स प्राप्त झाले आहे. मीने अंतर्ली व छाणी ता. कल्याण येथील विशेष नगर वसाहतीच्या मूळ व यादीचे शेजास संदर्भात क्र. १ व ३ अन्वये लोकेशन क्लिअरन्स प्राप्त झाले व त्यास या. निष्काधिकारी, ठाणे यांनी अनुक्रमे दि. २५.०३.२०१४ व १५.०९.२०१४ रोजीच्या पत्रान्वये इरादा पत्र पारित केलेले आहे. तसेच मुंबई महानगर प्रदेश विकास प्राधिकरणाने मीने हेड्टणे व कोळे ता. कल्याण व मीने हेड्टणे ता. कल्याण व मीने उंब्रोली येथील विशेष नगर वसाहतीना अनुक्रमे दि. २०.०६.२०१६ व २४.०८.२०१५ रोजीच्या पत्रान्वये इरादा पत्र पारित केलेले आहे. तसेच मीने घारिवली, काटई, कोळे व माणागंज, ता. कल्याण, जि. ठाणे संदर्भात क्र. २२ अन्वये LC व त्यास या. निष्काधिकारी, ठाणे यांनी दि. २७/१०/२०२१ रोजी पत्रान्वये इरादा पत्र पारित केलेले आहेत.

विषयवर्षित चारही विशेष वसाहत प्रकल्प शासनच्या दि. ०८/०३/२०१९ च्या अधिसूचने अनुसार एकात्मिक नगर वसाहती प्रकल्पात एकत्रित करण्यास शासनाने दि. १८/१०/२०२१ च्या पत्रान्वये मान्यता दिलेली आहे व त्यानुषंगाने निष्काधिकारी, ठाणे यांनी संदर्भात पत्र क्र. २५ अन्वये अंतिम अभिन्यास मंजूरी दिली आहे.

८. अति. महानगर प्रदेश आयुक्त, मुंबई महानगर प्रदेश विकास प्राधिकरण यांचे (LOI) इरादा पत्र क्र. SROT/27/Villages/२४०४/STP/LOI/Vill. Hedutane, Kole/Vol-1/8172016, दि. २०/०६/२०१६.

९. जिल्हाधिकारी, ठाणे यांचे पत्र क्र. महसूल/कक्ष-१/टे-७/अंतर्ली व छाणी/ता.कल्याण/ विशेष नगर वसाहत प्रकल्प/एसआर-१८/२०१९ दि. २१/०७/२०१६.

१०. नगर विकास विभागाची एकात्मिक नगर वसाहतीसाठीची अधिसूचना क्र. टिपीएस-१८१६/प्र.क्र.३६८/१५/१३/नवि-१२, दि. २६/०७/२०१६.

११. नगर विकास विभागाचे निर्देश क्र. टिपीएस-१२१३/१६/प्र.क्र.६९/१७/नवि-१२, दि. २०/०४/२०१६.

१२. जिल्हाधिकारी, ठाणे यांच्या (LOI) कार्यालयाचे पत्र क्र. महसूल/कक्ष-१/टे-७/ए.न.व.प्र/बा.को.नं. ११४७१५९६२७७५९/१७, दि. २४/०८/२०१७.

१३. जिल्हाधिकारी, ठाणे यांचे पत्र क्र. महसूल/कक्ष-१/टे-७/अंतर्ली - छाणी- हेड्टणे-कोळे ता.कल्याण / उंब्रोली ता. अंबरनाथ/एकात्मिक विशेष नगर वसाहत प्रकल्प / रेखांकन / एसआर-२०/२०१८, दि. १४/०६/२०१८.

१४. नगर विकास विभागाचे पत्र क्र. टिपीएस-१२१८/३०८/प्र.क्र.१५४/१८/नवि-१२, दि. ०६.०९.२०१८.

१५. या कार्यालयाचे पत्र क्र. एकात्मिक नगर वसाहत /मो. अंतर्ली, छाणी व इतर/ संसंठाणे/३१३, दिनांक १६.०२.२०१९.

१६. नगर विकास विभागाची एकात्मिक नगर वसाहतीसाठीची अधिसूचना क्र. टिपीएस-१८१६/प्र.क्र.३६८/१५/१३/१(एक)(ग)/विद्यो/नवि-१३, दि. ०८/०३/२०१९.

१७. या कार्यालयाचे पत्र क्र. एकात्मिक नगर वसाहत /मो. अंतर्ली, छाणी व इतर/ संसंठाणे/११०२, दिनांक ०४.०७.२०१९.

१८. जिल्हाधिकारी, ठाणे यांचे पत्र क्र. महसूल/कक्ष-१/टे-७/अंतर्ली - छाणी- हेड्टणे-कोळे ता.कल्याण / उंब्रोली ता. अंबरनाथ/एकात्मिक विशेष नगर वसाहत प्रकल्प / रेखांकन / एसआर-१८/२०१९, दि. ११/०७/२०१९.

१९. संचालक, नगर रचना, महाराष्ट्र राज्य पुणे अधिसूचना/ (lc) क्र. प्र. यो./मु.म./मीने हेड्टणे व इतर/ए. न. व प्र. प्र. क्र. ५७८/१८/टिपीव्ही-३/३६५३, दि. १८/०७/२०१९.

२०. जिल्हाधिकारी, ठाणे यांचे पत्र क्र. महसूल/कक्ष-१/टे-७/ए.न.व. प्र./इरादापत्र/१९५६४०५०९४२६२७/१९, दि. १४/०८/२०१९.

२१. जिल्हाधिकारी, ठाणे यांचे पत्र क्र. महसूल/कक्ष-१/टे-७/अंतर्ली - छाणी- हेड्टणे-कोळे ता.कल्याण / उंब्रोली ता. अंबरनाथ/एकात्मिक विशेष नगर वसाहत प्रकल्प / रेखांकन / एसआर-२२/२०१९, दि. २९/०८/२०१९.

मे. मॅकोटेक डेव्हलपर्स प्रा. लि. यांचे सदर एकत्रित नगर वसाहत प्रकल्पाचे नकाशे या कार्यालयास दि. १४.१२.२०२१ च्या पत्रान्वये छाननीसाठी प्राप्त झालेले आहेत. संदर्भित पत्र क्र. २२ शेजासादी अंबरनाथ, कुडगाव-बदलापूर व परिसर अधिसूचित क्षेत्राची नियमावली लागू केलेली आहे. शेजासादी अंबरनाथ, कुडगाव-बदलापूर व परिसर अधिसूचित क्षेत्राची नियमावली लागू केलेल्या सर मीने हेड्टणे, घारिवली, काटई, कोळे व माणागंज ही गावे कल्याण-उंब्रोली मंडळाने पारित करण्यास २७ गावांसाठी शासनाने मंजूर केलेल्या विकास योजनांमध्ये समाविष्ट होत असले तरी शासन नियम दिनांक २०/०४/२०१७ व दिनांक १८/१०/२०२१ मधील निर्देशात नमूद केलेल्या अट क्र. २ मध्ये सदर गावे अंबरनाथ, कुडगाव-बदलापूर व परिसर अधिसूचित क्षेत्राची नियमावली लागू राहिल व यांचे एकात्मिक नगर वसाहतीच्या UDCPR-२०२० अनुसार सहायक संचालक, नगर रचना, ठाणे यांनी अंतिम अभिन्यासार्थ शासनाच्या बांधकाम नकाशास परवानगी घ्यावी, असे नमूद केले आहे. शासनाने मंजूर अभिन्यासार्थ शासनाच्या बांधकाम नकाशास परवानगी घ्यावी, असे नमूद केले आहे. शासनाने मंजूर अभिन्यासार्थ शासनाच्या बांधकाम नकाशास परवानगी घ्यावी, असे नमूद केले आहे. शासनाने मंजूर अभिन्यासार्थ शासनाच्या बांधकाम नकाशास परवानगी घ्यावी, असे नमूद केले आहे.

सेक्टर निहाय जागेचे क्षेत्रफळ (चौ. मी.)		
अ. क्र.	सेक्टर	क्षेत्रफळ (चौ. मी.)
१	A	१७९
२	B	२२६
३	C	२८३७३.७०
४	D	४९४५७.३४
५	E	१४२५७.७७
६	F	२२९१६.७७
७	G	७७७७.७७
८	H	१०६३९.३३
९	I	२५४१९.७७
१०	J	२०६४०.९८
११	K	१७४७०.०३
१२	L	२८९६२.८१
१३	M	१९८८.०९
१४	N	११९९७.०९
१५	O	१६६१९.४७
१६	P	६५१०६.५३
एकूण		४७९०१०.४८

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 नकाशे तयार 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/मी.अंतर्ली, खोणी व इतर/ससंकाये/१२२१ दि. २१/१०/२०२१	२७८४४२.०१	२७८४४२.०१ (कायम)
२	C	एकात्मिक नगर वसाहत/मी.अंतर्ली, खोणी व इतर/ससंकाये/१२२१ दि. २१/१०/२०२१	४७४६८६.८७	४७४६८६.८७ (कायम)
३	D	एकात्मिक नगर वसाहत/मी.अंतर्ली, खोणी व इतर/ससंकाये/१२२१ दि. २१/१०/२०२१	६०२४२९.६९	६०२४२९.६९ (कायम)
४	E	एकात्मिक नगर वसाहत/मी.अंतर्ली, खोणी व इतर/ससंकाये/१२२१ दि. २१/१०/२०२१	२२१०२८.६३	२२१०२८.६३ (कायम)
५	F	एकात्मिक नगर वसाहत/मी.अंतर्ली, खोणी व इतर/ससंकाये/१२२१ दि. २१/१०/२०२१	४२०४३९.२९	४२०४३९.२९ (कायम)
६	G (पूर्वीचे सेक्टर E)	एकात्मिक नगर वसाहत/मी.अंतर्ली, खोणी व इतर/ससंकाये/१४९३ दि. ३०/०८/२०१९	१३१९५५.८५	१३१९५५.८५ (कायम)
७	H (पूर्वीचे सेक्टर F)	गिल्हाधिकारी, ठाणे यांचे पत्र क्र.महसूल/कक-१/टे-७/अंतर्ली व खोणी/ता.कल्याण/विशेष नगर वसाहत प्रकल्प/बांधकाम/एसआर-२०/२०१६ दि. २०/१०/२०१६	१८१२८९.३१	१८१२८९.३१ (कायम)
८	I	एकात्मिक नगर वसाहत/मी.अंतर्ली, खोणी व इतर/ससंकाये/१२२१ दि. २१/१०/२०२१	९७३१०.४४	९७३१०.४४ (कायम)
९	K	एकात्मिक नगर वसाहत/मी.अंतर्ली, खोणी व इतर/ससंकाये/११०२ दि. ०४/०४/२०१९	८५४.५३	८५४.५३ (कायम)
१०	O	नव्याने प्रस्तावित	—	३५४०७०.०१
एकूण			२४१८५१६.६२	२४७७२५८६.६३

शासनाने दिलेल्या एकात्मिक नगर वसाहतीच्या नियमावलीनुसार विकासकाने सध्या रजिस्ट्रार सेक्टर 'ओ' मधील प्रस्तावित बांधकाम नकाशासाठी या कार्यालयाकडे प्रस्ताव सादर केलेला आहे. सदर प्रस्तावातील नकाशाची पूर्वीचे कायम ठेवलेल्या मंजूर बांधकाम क्षेत्राचा व सुधारित नव्याने प्रस्तावित बांधकामाचा इमारतनिहाय तपशील खालील प्रमाणे आहे.

क. ल. म. १९
दस्त क्र. ३३६८ २०२२
 १७ १५

सेक्टर - O: नव्याने बांधकाम परवानगीचे क्षेत्र

अ. क्र.	इमारत	प्रस्तावित मजले	इमारती उंची (मी.)	इमारती चा बापर	बांधकाम क्षेत्र (चौ. मी.)
१	Cluster १५.०२ Wing A,B,C,D,F,G,H & I	तळ + २३ मजले	६९.९०	रहिवास	९५९८१.१८
२	Cluster १५.०३ Wing A,B,C & D	तळ + २३ मजले	६९.९०	रहिवास	७९७७०.२८
३	Cluster १५.०४ Wing A,B,C & G,H,I & K	तळ + २३ मजले	६९.९०	रहिवास	७९७७०.७३
४	Cluster १५.०५ Wing B,C,D,F,G & H	तळ + २३ मजले	६९.९०	रहिवास	८००१२.९९
५	Cluster १५.०६ Wing A,B & C	तळ + २३ मजले	६९.९०	रहिवास	२९८०.९९
६	Cluster १५.०८ Wing A&B	तळ + २३ मजले	६९.९०	रहिवास	११०८०.९९
७	SCHOOL-O	तळ + ५ मजले	२३.४०	शैक्षणिक	७९१६.०५
८	PARKING BLDG-P2	तळ + १३ मजले	३७.००	सुविधा	००.००
९	CLUBHOUSE	तळ + २ मजले	१०.२०	सुविधा	३२६६.२५
एकूण - अ					३५४०७०.०१

एकूण बांधकाम क्षेत्राचा तपशील

अ. क्र.	तपशील	चौ. मी.
१	जागेचे एकूण क्षेत्र	३७९०९०.३८
अ)	बॉसक घटई क्षेत्र निर्देशांक = १	३७९०९०.३८
ब)	अतिरिक्त अनुज्ञेय घटई क्षेत्र (अधिभार आकारण) = ०.८०	३०,३२,७२५.९०
क)	एकूण अनुज्ञेय बांधकाम क्षेत्र (म + ब) (Social Housing चे क्षेत्र वगळून)	६८२३६३३.२८
द)	Social Housing चे किमान आवश्यक बांधकाम क्षेत्र (ITP च्या नियमाप्रमाणे) ६०% किमान रहिवास बांधकामाच्या १५% Social Housing	३,४१,१८६.६६
इ)	एकूण अनुज्ञेय बांधकाम क्षेत्र (क + द) (Social Housing च्या क्षेत्रासहित)	७,१६,४८९.९४
२	१ व एका अतिरिक्त घटई क्षेत्र (अधिभार आकारलेले)	५,६८,८६९.१८
३	सद्यस्थितीत एकूण अनुज्ञेय बांधकाम क्षेत्र (१म + २) (Social Housing चे क्षेत्र वगळून)	४३५९७७६.५६
४		

अ)	अ. क्र. ३ पैकी एकूण प्रस्तावित बांधकाम क्षेत्र Social housing चे क्षेत्र वगळून	२७७२५८६.६३
ब)	Social housing चे प्रस्तावित क्षेत्र	१५७३३२.३९
५	एकूण प्रस्तावित बांधकाम क्षेत्र सेक्टर बी ते सेक्टर ओ (४अ + ४ब)	२९२९९१९.०५
६	एकूण अनुज्ञेय बांधकाम क्षेत्रापासून बापारलेले घटई क्षेत्र निर्देशांक (५/६)	०.४०९
७	सद्यस्थितीत अनुज्ञेय बांधकाम क्षेत्रापासून एकूण बापारलेले घटई क्षेत्र निर्देशांक (४अ/३)	०.६३५

भरावयाच्या रक्कमेबाबत :-

- छान्नी शुल्क- (सेक्टर ओ) = रुपये ७,०६,९००.००
- अतिरिक्त घटई क्षेत्र शुल्क- एकात्मिक नगर वसाहतीच्या नियमावलीतील विनियम ७.२.२ मधील तरतुदीनुसार अ. क्र. २ म अनुसार विकासकांना ०.८ अतिरिक्त घटई क्षेत्र निर्देशांक अनुज्ञेय अर्थसूचकांनी पूर्वीच्या नियमानुसार ०.४ एकूण अतिरिक्त घटई क्षेत्र निर्देशांकाच्या अनुषंगाने मुद्रांक मंडळ महानगर प्रदेशा विकास प्राधिकरणाकडे रु. ३०,६०,३३,०२०/- भरणा केलेले आहे. अर्जदार यांनी या प्रस्तावामध्ये मूळ अनुज्ञेय घटई क्षेत्र निर्देशांक (FSI) १.०० चा पूर्ण वापर केलेला नाही, त्यामुळे अतिरिक्त घटई क्षेत्र निर्देशांकासाठी आवश्यक असलेले अधिमूल्य आकारण्याची आवश्यकता नाही.

(क) विकास शुल्क-

महाराष्ट्र प्रादेशिक व नगर रचना अधिनियम, १९६६ चे कलम १२४ बी मधील तरतुदीनुसार (परिशिष्ट दोन) बांधकामासाठी विकास शुल्क यांचे बाजारमूल्य दर तक्रपातील निवासी बांधकाम बराच २% व अनिवासी बांधकाम बराच ४% या दराने जमा करणे आवश्यक आहे, तसेच एकात्मिक नगर वसाहतीच्या सुधारित नियमावलीतील विनियम १३.४ (अ) अनुसार विकास शुल्काच्या ५० टक्के सवलत अनुज्ञेय आहे. परंतु शासनाच्या दिनांक ०६/०१/२०१८ रोजीच्या पत्रानुसार विकासकाने PAID FSI व DOUBLE HEIGHT TERRACE कठीण सुमारे रुपये ९,१२,५९,५८७/- एवढी रक्कम समायोजित करण्यासाठी या कार्यालयास फळविलेले होते. त्यानुसार विकासकास एकूण भरणा करावयाचा तपशिल खालील प्रमाणे आहे.

(द) एकूण भरावयाची रक्कम

अ. क्र.	तपशील	रक्कम (रु.)
१	छान्नी शुल्क	७,०६,९००/-
२	विकास शुल्क	१,०६,९०,०००/-
३	अतिरिक्त घटई क्षेत्र शुल्क	३,०३,२७,५९०/-
४	एकूण अर्जा मंजूर बांधकामाची रक्कम रु.	१,१२,५९,५८७/-



(१) बँकगॅरंटी

एकात्मिक नगर वसाहत क्षेत्राच्या मध्ये नियमानुसार सर्व पायाभूत सुविधा प्रकल्प पूर्ण होई पर्यंत (Infrastructural Facilities) विकसित करणे व त्याची देवाणगण करणे UDCPR 2020 नियमावलीतील विनियम १४.१.१.१२ (viii) नुसार विकासकावर बंधनकारक आहे. तसेच संबंधित एकात्मिक नगर वसाहतीतील पायाभूत सुविधांच्या एकूण खर्चाच्या १५% रकमेची बँक गॅरंटी विकासकांनी गिल्हाधिकारी, ठाणे यांचे फाईसलरकरणे आवश्यक आहे.

मा. गिल्हाधिकारी, ठाणे यांनी दिनांक ३०/१२/२०२१ रोजी अंतिम अभिन्यास मंजूर केलेल्या पत्रातील अट क्र. ४६ व मा. सहसंचालक नगररचना, कोकण विभाग, नवी मुंबई यांच्या दिनांक ०३/१२/२०२१ च्या शिफारस पत्रातील अट क्र. ६ म अनुसार विकासकास बँक गॅरंटी देणे आवश्यक आहे.

(२) कामगार उपकर-

शासनाच्या एकात्मिक नगर वसाहती च्या UDCPR-२०२० नियम क्र. १४.१.१.१३ (IV) अनुसार मुद्रांक शुल्क व विकास शुल्कासाठी ५०% सवलत देण्यात आलेली आहे. तथापी या मध्ये कामगार उपकर या बाबीचा समावेश नाही.

प्रस्तावा खालील जागेस सहसंचालक, नगररचना, कोकण विभाग, नवी मुंबई यांचे शिफारस पत्र क्र. एकात्मिक नगर वसाहती/मी.खोणी व अंतर्ली व इतर / सहसंकाये/१०७२ दि. २८.६.२०१९ व मा. गिल्हाधिकारी, ठाणे यांचे कडील बांधकाम परवानगी आदेश क्र. महसूल/कक-१/टे-७/विनयव्य/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. अर्जदाराचे आतपर्वत रु. ८,६५,८९,६७७/- एवढा उपकर भरणा 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 विकासकाने पूर्णत्वाचा दाखला घेण्यापूर्वी भरणे आवश्यक आहे. तसेच उपकराच्या रक्कमेबाबत काही तफावत आल्यास तो भरणे विकासकास बंधनकारक आहे.

वर नमूद कोल्याप्रमाणे शासनाने दिलेल्या मार्गदर्शनाच्या पार्यवर्तित सेक्टरनिहाय नकाशाची सदर क्षेत्रासाठी लागू असलेल्या एकात्मिक नगर वसाहतीच्या नियमावलीनुसार व अंबरनाथ, कुळगाव-बदलापूर व परिसर क्षेत्राच्या मंजूर विकास नियंत्रण नियमावलीनुसार तात्त्विक छान्नी केली असता सादर केलेले बांधकाम नकाशे नियोजनाच्या दृष्टिने सर्वसाधारणपणे

योग असल्याने हिच्या रंगतील दुहेरीसह सदर बांधकाम नकारांना खालील नमूद अटीस अधीन राहून मंजुरी देण्यात येत आहे.

1. गदर प्रकरणी UDCPR-२०२० नुसार एकात्मिक नगर वसाहत प्रकल्पाचे शासन मंजूर विनियम व वेळोवेळी सुधारित करणेत येणाऱ्या सर्व नियमांचे/मुद्दनांचे पालन करणे विकासकावर बंधनकारक राहिले.
2. शासनाच्या दि. ०३/०३/२०१४, दि. २२/०८/२०१४ व दि. ०८/०७/२०१५ च्या अधिसूचनेव्ये प्रदान करण्यात आलेल्या लोकेशनल विलअव्हेमपधोल अटी व शर्ती या एकीत्रित एकात्मिक नगर वसाहत प्रकल्पास लागू राहिले.
3. पर्यावरण विभाग महाराष्ट्र शासन यांचे दि. १९/६/२०१३ व दि. २५/०२/२०१५ रोजीच्या ना-हरकत प्रमाणपत्रातील सर्व अटी व शर्तीची पूर्तता करणे विकासकावर बंधनकारक राहिले.
4. महाराष्ट्र प्रदूषण नियंत्रण मंडळाचे दि. २०/१/२०१४ रोजीच्या मान्यता पत्रातील अटी व शर्तीचे पालन करणे विकासकास बंधनकारक राहिले.
5. UDCPR-२०२० नुसार एकात्मिक नगर वसाहत प्रकल्पाच्या शासन मंजूर नियमावलीतील विनियम १४.१.१.२ (V) अनुसार वृक्ष लागवड करून त्यांची देखभाल /संवर्धन करणे विकासकावर बंधनकारक आहे.
6. विशेव प्रसंगी निल्हाधिकारी, ढाणे यांनी लेखी आदेश दिले तर ते विकासकावर बंधनकारक राहिले. त्यास या परवानगीवरून बाधा येणार नाही.
7. 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 नमूद सर्व नंबरच्या जागेमध्ये सेवा सुविधा व्यतिरिक्त कोणतेही बांधकाम करण्यात येऊ नये, त्याचप्रमाणे त्यातील इतर अटी व शर्तीचे पालन करणे बंधनकारक राहिले.
8. संचालक, महाराष्ट्र अग्निशमन सेवा, मुंबई यांनी दि. ०६.०९.२०१७ व दि. १५/०१/२०२० रोजी प्रमाणित नकारासह दिलेल्या ना-हरकत पाहण्यातील सर्व अटी / शर्तीचे पालन करणे व पूर्तता करणे विकासकावर बंधनकारक राहिले.
9. नकारातील प्रस्तावित इमारतीकरीता प्रत्येक इमारतीमध्ये नकारात दर्शविल्यानुसार १ अग्नी प्रतिबंधक निकास जालीच्या बांधकाम फायर अँडझायपर यांनी वाहरकत पत्रात दिलेल्या सुचनांनुसार तसेच योग्य त्या बांधकाम साहित्याचा वापर करून करणे विकासकावर बंधनकारक राहिले. सदर सेक्टरमधील प्रत्येक इमारतीमधील प्रस्तावित रिफ्युएरिया कोणत्याही परिस्थितीत बंद करता येणार नाही व त्या कायमस्वरुपी छुट्या ठेवणे विकासकावर बंधनकारक राहिले. या रिफ्युएरियाचे भितीचे बांधकाम दोन तासांच्या फायर रेटिंगप्रमाणे बांधकाम साहित्य वापरून करणे विकासकावर बंधनकारक राहिले.
10. नकारावर दर्शविल्याप्रमाणेच नियमांनुसार आवश्यक पाकिंगाची सुविधा विकासकाने विकसित करावयाची आहे व तसे विकासकावर बंधनकारक राहिले. सदर नकारामध्ये अनुज्ञेय केलेल्या पाकिंगाचा वापर केवळ वाहनतळाकरीता करणे बंधनकारक राहिले. सबब, सर्व पाकिंगमध्ये पुरेसा प्रकाश व वायुविजन यांची व्यवस्था नैसर्गिकरित्या अथवा आवश्यक असल्यास यांत्रिक पध्दतीने करणे विकासकावर बंधनकारक राहिले व यासाठी अखंड योजन

पुरवठासाठी विकासकाने आवश्यक ती सुविधा कायमस्वरुपी उपलब्ध करून देणे विकासकावर बंधनकारक राहिले.

11. नियोजित बांधकामातील सदरिका केवळ रहिवास वापरासाठीच कायमस्वरुपी वापरावयाच्या आहेत. त्यातील वापरामध्ये कोणताही बदल सहायक संघाने नगरधना यांनी यांजो मंजुरी दिवस विकासकास / सदरिका धारकास करता येणार नाही.
12. नकारामध्ये दर्शविलेले बांधकाम क्षेत्र, भूखंडाच्या इदी, सामाजिक अंतरे मंजूर नकारांनुसार जागेवर पाहून असलेले बांधकाम यांची योग्यताचे प्रत्यक्षात जागेवर जाऊन आवश्यक आहे.
13. सुरक्षिततेचा दृष्टीने (safety and security of public) कारणे (catastrophic disasters) आवश्यक तो उपयोजन करणे विकासकावर बंधनकारक राहिले.
14. नकारा मंजुरीनुसार घ्या इमारतीचे बांधकाम भूकंप प्रतिरोधक (Earthquake) दृष्टीने व Natural Calamities च्या दृष्टीने उपाययोजन करणे व इमारतीचे तसे स्ट्रचरस डिजाईन विकासकाच्या संबंधित सल्लागार यांचेकडून करून घेणे व त्यांवर प्रत्येक बांधकामास सुरुवात करणे व त्यांचे सल्ल्याने व देखरेखीखाली बांधकाम करणे विकासकावर बंधनकारक राहिले.
15. UDCPR-२०२० नुसार एकात्मिक नगर वसाहत विकसित करणेकामी शासन मंजूर विनियमावलीतील विनियम १४.१.१.१ (III) अनुसार EWS/LIG बाबतच्या तरतुदीची पूर्तता करणे विकासकावर बंधनकारक राहिले.
16. प्रस्तावित नकारावर दर्शविल्याप्रमाणे सर्व सामाजिक अंतरे प्रत्यक्षात जागेवर असले पाहिजेत व त्या खालील जागा कायमस्वरुपी खुली ठेवणे बंधनकारक राहिले.
17. प्लब हाऊसची सुविधा टाऊनशिपमधील सर्व रहिवासींना उपलब्ध करून देणे आवश्यक राहिले.
18. Rain Water Harvesting System व Solar System ची व्यवस्था व त्यातील इतर तांत्रिक बाबीकरीताची पूर्तता व विकास धोक्यात राखण्यापूर्वी करणे विकासकावर बंधनकारक राहिले.
19. वृहत आराखड्यामध्ये ज्या वापरासाठी भूखंड / सेक्टर / ब्लॉक दर्शविला आहे, निव्वळ त्याच वापरासाठी त्या क्षेत्राचा वापर करणे विकासकावर बंधनकारक राहिले. रहिवास विभागातील सेक्टर / ब्लॉक मधील भूखंड सदर क्षेत्रास लागू विकास नियम निष्पावलीनुसार अनुज्ञेय होणाऱ्या रहिवास वापरासाठी वापरावयाचे आहेत. त्यासह सुविधा, अग्निनिदी इत्यादी स्वल्पातील मिश्र वापर त्यामध्ये अनुज्ञेय राहिले. 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.
20. प्रकल्प राबवितांना उद्भवणाऱ्या कोणत्याही अडचणीं अथवा प्रश्नांसाठी विकासक सर्वेखी जबाबदार राहिले. या अडचणींचे निराकरण करून देण्याची जबाबदारी अथवा बंधन शासनावर, या कार्यालयावर व तसेच निल्हाधिकारी, ढाणे यांचेवर असणार नाही.

क.ल.न.-७
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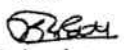
21. 111' चा विकास त्या परिसरात सुयोग्य ठिकाणे शासनाच्या संबंधित विभागाच्या सल्ल्याने विकासकास करणे बंधनकारक राहिले. Sewage Treatment Plant, Solid Waste Composting Plant, Land Fill Site चे स्थानाबाबत व अन्य सविस्तर तांत्रिक बाबी अनुषंगाने संबंधितांच्या सल्ल्याने विकसित करणे बंधनकारक राहिले.
22. प्रस्तावित जमीन वापर नकारा सुधारित मंजुरीनुसार Water Distribution layout ची आधुनी करून घेणे, पाणी पुरवठ्याच्या रेखांकनाची तसेच Reservoir, rain water harvesting system, recycling system व त्यातील इतर तांत्रिक बाबीकरीताची छाननी शासनाच्या संबंधित विभागाकडून करून घेणे आवश्यक राहिले व त्यानुसार Water Distribution Lines टाकणे वा त्यानुषंगाने इतर विकास करणे विकासकावर बंधनकारक राहिले.
23. वृहत आराखडा मंजुरीनेतर Drainage layout तयार करून घेणे व त्याची छाननी शासनाच्या संबंधित विभागाकडून करून घेणे आवश्यक राहिले व त्यानुसार Drainage Lines टाकणे वा त्यानुषंगाने इतर विकास करणे बंधनकारक राहिले.
24. वृहत आराखड्यामध्ये दर्शविल्यात आलेल्या सार्वजनिक उपयुक्तता (Public Utilities) चा विकास संबंधित विभागाच्या सल्ल्यानुसार करणे विकासकास बंधनकारक राहिले व त्यानुषंगाने सार्वजनिक उपयुक्ततेच्या स्थानांमध्ये व क्षेत्रामध्ये बदल करणे आवश्यक असल्यास त्याप्रमाणे रेखांकन सुधारित करणे विकासकावर बंधनकारक राहिले.
25. प्रकल्पाबाबत कोणतीही अडिहतर करतवेळी जिल्हातमध्ये मंजूर रेखांकन व बांधकाम परवानगी प्रमाणेच तपशील / नकाशे हत्यादीचा समावेश करणे विकासकावर बंधनकारक राहिले.
26. प्रस्तावित एकात्मिक नगर वसाहतीच्या क्षेत्रातील नैसर्गिक ओढे, नाले, तळी, कॅनॉल व त्यातील वाहणारे पाणी यावर विकासकास हक्क सांगता येणार नाही व त्याच्या नैसर्गिक प्रवाहास अडथळा करता येणार नाही.
27. एकात्मिक नगर वसाहतीच्या नियमावलीतील विनियम १०.५ अमनुसार ९० सेंटर प्रति माणूस निष्पावणा पाण्याची व अग्निशमन यंत्रणेकरीता आवश्यक पाणी व बागाचीच्या वापराकरीता अतिरिक्त पाण्याची तरतूद विकासकाने करणे आवश्यक आहे. त्यानुसार विकासकास महाराष्ट्र औद्योगिक विकास महामंडळाने त्यांच्या दि. १७/५/२०१३ च्या पत्राव्ये १० दश लक्ष घनलिटर प्रतिदिन पाणी पुरवठ्यास संमती दर्शविली आहे. त्याचप्रमाणे जलसंपदा विभागाने त्यांच्या प्रस्तावित कुशीवली, तां. अंबरनाथ येथील सधु पाटबंधारे प्रकल्पातून ८ दश लक्ष घन मिटर प्रतिदिन पाणी देण्याचे दि. २९/११/२०१३ च्या सार्वजन्य कराराने (M.O.U.) मान्य केले आहे. लोकेसंख्येच्या प्रमाणात पुरेशा पाण्याची तरतूद करणाऱ्या जबाबदारी विकासकावर राहिले.
28. एकात्मिक नगर वसाहतीच्या सुधारित नियमावलीतील विनियम १०.५(क) अमनुसार पुरेशा योज 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 पत्राव्ये संमती दर्शविली आहे.

29. प्रस्तावित एकात्मिक नगर वसाहत प्रकल्प हा नवी मुंबई अंतरराष्ट्रीय विमानतळाच्या प्रस्तावित जागेपासून १८.३० कि. मी. परिघामध्ये तसेच मुंबई अंतरराष्ट्रीय विमानतळाच्या जागेपासून २७.१० कि. मी. परिघामध्ये येत असल्याचे विकासकाने सादर केलेल्या गुगल मॅप स्थानदर्शक नकारावरून रिफ्युएरिया येत आहे. याबाबत सदर क्षेत्रासाठी प्रस्तावित विकास निष्पावण नियमावलीतील तरतुदीनुसार विकासकाने विमानतळाव्यवळी इमारतीसाठी विमानतळ प्राधिकरणाचे 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 पत्तन प्राधिकरण (परिचम क्षेत्र पुण्यालय) यांची ना-हरकत पत्र क्र.बीटी-१-एनओसीसी/ सीएस/एमयुए/१४/नोकास/एनए/ २०१६/१४४४/२२६५-६८, दि. १९/८/२०१४ व बीटी-१-एनओसीसी/ सीएस/एमयुए/१४/नोकास/एनए/ २०१६/१४४४/२२६५-६८, दि. १९/८/२०१४ यातील सर्व अटी व शर्तीचे विकासकावर बंधनकारक राहिले.
30. एकात्मिक नगर वसाहत नियमावलीतील टाऊनशिपसाठी अनुज्ञेय असलेल्या क्षेत्रात क्षेत्र निर्देशांकाच्या मर्यादितच सुसंगत टाऊनशिपचे बांधकाम करता येईल.
31. अर्जदार यांनी जागेवर बांधकाम सुरु करण्यापूर्वी अग्निशमन विभागाकडील सुधारित ना-हरकत प्रमाणपत्र / दाखला सादर करणे आवश्यक आहे.
32. विनियम ७.३ (अ) अमनुसार प्रकल्प क्षेत्रात प्रस्तावित पाणे/गड/वेळ्याचे प्रमाणेच अग्नि नियमांनुसार विकसित करून सर्वसामान्य जनतेकरीता वापरासाठी अडथळाशिवाय सुरु ठेवणे विकासकावर बंधनकारक राहिले.
33. एकात्मिक नगर वसाहतीसाठी शासनाने दि. २६/१२/२०१६ रोजी मंजूर केलेल्या नियमावलीतील विनियम १२.८ मध्ये Infrastructural facilities बाबत तरतुदी अमनुसार प्रकल्प पूर्ण होईपर्यंत व अर्बन लोकल बाँडी स्थानपर्यंत Infrastructural facilities पुरविणे व सुस्थितीत ठेवणे व देखभाल करणे विकासकावर बंधनकारक राहिले.
34. Social Housing (EWS/LIG) अंतर्गत विकासकास आवश्यक सदरिकांची यादी म्हाडास सोडत पध्दतीने घाटप करावयाची असून काही सदरिका ह्या विकासकास भाडेतरवापरातील घरांसाठी व विक्रीसाठी स्वतःकडे राखून ठेवाव्याच्या आहेत. त्यानुसार अर्जदार विकासकास मंजूर रेखांकनानुसार ४,१२,२६३.६१ चौ. मी. क्षेत्र Social Housing (EWS/LIG) साठी राखून ठेवाव्याचे असून त्यांपैकी 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 राहिले. तसेच विकासकास एकात्मिक नगर वसाहतीसाठी शासनाने दि. २६/१२/२०१६ रोजी मंजूर केलेल्या नियमावलीतील विनियम ९ मधील ९.१ ते ९.१० अमनुसार Social Housing (EWS/LIG) बाबतच्या आवश्यक तरतुदीची पूर्तता करणे विकासकावर बंधनकारक राहिले.
35. एकात्मिक नगर वसाहत क्षेत्रामध्ये नियमानुसार सर्व पायाभूत सुविधा (INFRASTRUCTURE FACILITIES) विकसित करणे वा देखभाल करणेकरीता UDCPR-२०२० मधील नियम क्र. १४.१.१.१२ (VIII) नुसार विकासकावर बंधनकारक आहे.

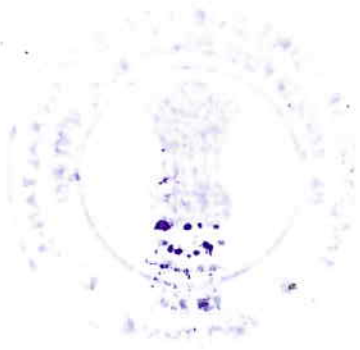


- त्यासाठी संबंधित पायाभूत सुविधांच्या एकूण खर्चाच्या १५% रकमेची बँक गॅरंटी विकासकाने जिल्हाधिकारी, ठाणे चौथेकडे जोतोप्रमाणपत्र येणेपूर्वी सादर करणे आवश्यक आहे.
३६. विकासकास सद्दर प्रकल्पातील Social Housing (EWS/LIG) चे क्षेत्र हे विक्री करावयाच्या सदनिकांच्या प्रमाणात बांधणे व विक्री करावयाच्या इमारतीचे भोगवटा प्रमाणपत्र येणेपूर्वी Social Housing (EWS/LIG) इमारतीचे भोगवटा प्रमाणपत्र येणे बंधनकारक राहिल.
 ३७. विकासक व त्यांचे वास्तुविशारद यांनी सादर केलेल्या विहित नमुन्यातील माहितीच्या आधारे सद्दर प्रकरणांची छाननी करण्यात आलेली असून त्यामध्ये चटई क्षेत्र निर्देशांकाच्या परिगणनेबाबत काही तफावत आढळून आल्यास त्यास संबंधित वास्तुविशारद जबाबदार राहिल व त्यानुसार होणाऱ्या तफावतीची सुधारणा अनुज्ञेय चटई क्षेत्र निर्देशांकाच्या मर्यादित करणे विकासकावर बंधनकारक राहिल.
 ३८. अर्जदार विकासकाने सादर केलेली कोणतीही माहिती व फागदपत्रे ही चुकीची / दिशाभूल करणारी आढळल्यास प्रस्तुतची शिफारस रद्द समजणेत येईल व त्यामुळे विकासकाच्या व इतर सर्व संबंधितांच्या कोणत्याही नुकसानीस स्वतः विकासक जबाबदार राहिल.
 ३९. मंजूर विकास नियंत्रण नियमावलीप्रमाणे पुढीलप्रमाणे छाननी शुल्क व अधिमूल्य शुल्क आकारणे आवश्यक राहिल.
 ४०. या प्रकल्पातील सर्व इमारतीच्या आतील बाजूस तसेच इमारतीसमोरील रस्त्याचे सी. सी. टी. व्ही. चित्रिकरण करण्यासाठी बांधकामाच्या ठिकाणी सी. सी. टी. व्ही. यंत्रणा कार्यान्वित करणे विकासकास बंधनकारक राहिल.
 ४१. अर्जदार यांनी खूली जागा १०० KV विद्युत वाहिनी खाली प्रस्तावित केलेला आहे. तयापि प्रस्तावित बांधकामाबाबत संबंधित विभागाचा (MAHATRANSCO) सुपकित अंतराचा दाखला घेणे अर्जदार यांच्यावर बंधनकारक राहिल. तसेच सद्दर विद्युतवाहिनी खालील जागेवर कोणत्याही प्रकारचे बांधकाम अर्जदार / सदनिका धारक यांस भविष्यात देखील करता येणार नाही.

सोबत: मंजूर नकाशांचा संच

आपला,

 (किशोर पाटील)
 सहायक संचालक, नगर रचना,
 ठाणे

क.ल.न. १३ प्रतियोगिता व प्रत्येक कार्यवाहीसाठी संविनय साधक- मा. महानगर आयुक्त, मुंबई महानगर प्रदेश विकास प्राधिकरण, चांदे, मुंबई.	
दस्त क्र. २३६८	२०२२
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Urban Development Department vide notification no. TPS-1818CR-236/18 Section 37(1AA)UD-12, dated 02/12/2019 is hereby notified 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-1213116/C.R.289/13UD-12, dated 3/3/2014, has declared an area measuring approximately 111-47-55 Ha. Are. from the villages of Khani and Anantli, Tal. Kalyan, from the Notified Area 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-1213116/C.R.289(A)/13UD-12, dated 22/8/2014, has allowed the inclusion of additional area measuring approx. 35-76-95 Ha. Are. from the village Khani and Anantli, Tal. Kalyan in the Special Township Project for which Locational Clearance has been granted by the Government vide Notification dated 3/3/2014 and the revised Locational Clearance in the Special Township Project with amended 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-1213116/C.R.289(B)/13UD-12, dated 02/9/2014, has declared an area measuring approx. 84-10-17 Ha. Are. from the villages of Hodsane and Koli, Tal. Kalyan, from the Notified Area 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-1214

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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 29/8/2021 has requested the Government to include an area measuring 1293.00 sq. mt. of land bearing S. Nos. 1/12A, 1/12B, 1/12C of village Hodsane 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 Lotha 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 295-24-35 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

/1687C.R.78/15UD-12, dated 8/7/2015, has declared an area measuring approx. 41-25-73 Ha. Are. from village Hodsane, Tal. Kalyan and village Umbrell, Tal. Ambernath, from the Notified area of 27 villages of Kalyan and Ambernath Tahsila, 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-1217M3CR-69/13UD-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 firstly added an area measuring of 18-78-50 Ha. Are. vide notification no. R.F.M/R/Village Hodsane and others.T.P.C.R.-52/17TPV-32154, dated 16/6/2017 and thereafter an area measuring 10-99-14 Ha. Are. vide notification R.F.M/R/Village Hodsane and others.T.P.C.R.-572/18TPV-32653 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-12180587/CR-93/19UD-12, dated 5/9/2019, has declared an area measuring 87-32-16 Ha. Are. from villages Ocharivli, Katal, Koli, Mangon, Hodsane, Tal. Kalyan, from the notified area of 27 villages of Kalyan and Ambernath Tahsila, as the Integrated Township Project and granted the Locational Clearance to the same to M/s. Lotha 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 measuring 1293.00 sq. mt. of land bearing S. No. 1/12A, 1/12B, 1/12C, of village Hodsane, Tal. Kalyan in the Integrated Township Project No.1 and declare 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 amalgamation sanctioned by the Government for an area 272-70.43 Ha. Are. vide directives dated 20/4/2017, was 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 & 10-99-14 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 Ambernath, Kulgao, Badapur 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 authorized 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 Condition:

- 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 Director of Town Planning, Maharashtra State, Pune's notification dated 16/6/2017, dated 18/7/2019 and also Government Directives dated 20/4/2017 shall be applicable for this amalgamated Integrated Township Project.
- 3) Out of the total area of the amalgamated Integrated Township Project, the Applicant Company does not have the Power of Attorney of 7-23-97 Ha. Are. area of the Integrated Township Project No. 1. It shall be binding on the Applicant Company to either obtain and submit the Registered Power of Attorney in the name of M/s. Macrotech Developers Ltd. for the remaining area from M/s. Palava Dwellers Pvt. Ltd. or shall submit the change of name certificate from Palava Dwellers Pvt. Ltd. to Macrotech Developers Ltd. issued by the concerned Competent Authority, to the Collector before obtaining the Letter of Intent.
- 61. The Plan showing the boundaries of the amalgamated Integrated Township Project is appended herewith.
- 62. This notification alongwith the Plan is made available for inspection by the general public, during working hours on all working days at the following offices, for a period of one month:-
 - i) The Metropolitan Commissioner, Mumbai Metropolitan Region Development Authority, Bandra, Mumbai.
 - ii) The Collector, Thane.
 - iii) The Commissioner, Kalyan Corporation, Kalyan.
 - iv) The Joint Director, Kalyan Division, Mumbai.
 - v) The Assistant Commissioner, Thane Planning Thane Branch, Thane.
- 64. This notification shall also be available on the Government's website at www.maharashtra.gov.in

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



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Urban Development Department,
Plot No. 28, Sector 10, Noida-201301
NOTIFICATION

MAHARASHTRA REGIONAL TOWN PLANNING ACT, 1964.

THE 1964 REGIONAL TOWN PLANNING ACT, 1964.—Whereas the Government of Maharashtra has appointed the Maharashtra Regional Development Authority (MRDA) as a Special Planning Authority under the provisions of section 61 of the Maharashtra Regional and Town Planning Act, 1964 (hereinafter referred to as "the said Act") and the Maharashtra Regional and Town Planning Act, 1964 (hereinafter referred to as "the said Act") and the Maharashtra Regional and Town Planning Act, 1964 (hereinafter referred to as "the said Act")...

- The said Authority shall have the necessary development rights in respect of the lands under the Integrated Township Project.
- The said Authority shall ensure that the necessary development rights in respect of the lands under the Integrated Township Project are not transferred to any other person.
- The said Authority shall ensure that the necessary development rights in respect of the lands under the Integrated Township Project are not transferred to any other person.



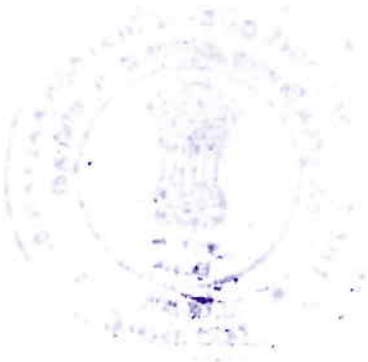
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CP (CA) 126/MB/2021
connected with

CA (CA) 863/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 Palace Deskers
Private Limited (Transferor Company) having
CIN : U75100MH2012PC021373 with
Macrotech Developers Limited (Transferee
Company) having CIN :
L43200MH1999PLC093041 and their
respective shareholders (Scheme)

Palace Deskers Private Limited
having its registered office at 412,
Floor - 4, 170 Vardhman
Chamber Covered Park Road,
Hortimans Circle, Fort, Mumbai
400001, Maharashtra

...Transferor Company/ First Petitioner Company

Macrotech Developers Limited
having its registered office at 412,

Floor - 4, 170 Vardhman
Chamber Covered Park Road,
Hortimans Circle, Fort, Mumbai
400001, Maharashtra

...Transferee Company/ Second Petitioner Company

Order delivered on: 26.10.2021

Directors:
Harshil Sank. Sankharia Kankarwadi, Member (Judicial)
Harshil Sank. Anuradha Sanjay Sheth, Member (Technical)

Appearance (Via Video Conferencing):
For the Petitioners: Just Counsel
For the Regional Director (RD): Mr. Raju Sutar, Deputy Director
For: Sudhira Kankarwadi, Member (J)

ORDER

- The Court is convened by vide conference today (26.10.2021).
- Heard Learned Counsel for the First Petitioner Company and the Second Petitioner Company (collectively referred to as "Petitioner Companies"). No objection was made before the Tribunal to expunge the petition and nor has any party controverted any averments made in the petition.
- The section of this Tribunal is sought under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 ("CA") and in the matter of Scheme of Amalgamation (Merger by Absorption) of Palace Deskers Private Limited (Transferor Company)/First Petitioner Company



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

4. The Learned Counsel for the Petitioner Companies submits that the
Petitioner Companies are currently in the process of finalizing the
development.

- The Petitioner Companies have approved the Scheme by passing
resolutions in their respective Board Meetings (Merger by
Absorption) to be read below:
- Implementation of the Scheme of Amalgamation (Merger by
Absorption) of the Petitioner Companies with the Transferee
Company shall be subject to the satisfaction of the following
conditions:
- Achieving operational and compliance efficiencies;
and
- Reducing operational and compliance costs.

5. Both the Petitioner Companies have approved the Scheme by passing
their respective resolutions on 20.03.2020 and have presented the Tribunal
for sanction of the Scheme.

7. Learned Counsel for the Petitioner Companies submits that the
Scheme of Amalgamation (Merger by Absorption) of the Petitioner
Companies with the Transferee Company is in compliance with the order passed by
the Tribunal dated 26.10.2021 in CP (CA) 126/MB/2021 and
by further directions contained in the order passed in CA/77/MB/2021 on
17.08.2021 passed by this Hon'ble Tribunal.

8. The Regional Director has filed its report dated 27.08.2021 ("Report")
praying that this Tribunal may pass such orders as it thinks fit, save and
except as stated in paragraphs IV (a) to (d) and in response to the

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observations of the Regional Director, the Petitioner Companies have read
an Affidavit in Register 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 - 183) of 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-8 (IND AS-8) 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 - 183, 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-1-Definition Clause 1(i), 1(j), & 1(l) of the Scheme "Appointed Date" means the 1 st day of April 2018 or such other date as may be fixed or approved by the National Company Law Tribunal, Mumbai Bench;	As per the observation of the Regional Director, as stated in IV (b) is concerned, the Petitioner Companies, through their Counsel, submit that as per Clause 1.2 of the Scheme, the Appointed Date means the 1 st day of April 2018 or such other date as may be fixed or approved by National Company Law Tribunal, Mumbai Bench.
	"Effective Date" means the date of the order on which the certified copies of the orders sanctioning the Scheme, passed by the National Company Law Tribunal at Mumbai, are filed with the Registrar of Companies, Mumbai by the Transferor Company and the Transferee Company. Any reference in this Scheme to the date of "coming into effect of the Scheme" or "upon the Scheme becoming effective" shall mean the Effective Date.	Further, as per Clause 1.3 of the Scheme, the Effective Date means (b); but of the date on which the certified copies of the orders sanctioning the 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. The Petitioner Companies, through their Counsel, undertake to comply with the requirements identified with reference to P. No. 7/12/2018/CL-1

In this regard, it is submitted that Section 232 (1) 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 after due account as advanced herein.	dated 21.08.2019 issued by the Ministry of Corporate Affairs.
Further, the Petitioner may be asked to comply with the requirements as outlined in paragraph no. P. No. 7/12/2018/CL-1 dated 21.08.2019 issued by the Ministry of Corporate Affairs.	



IV (c)	The Hon'ble Tribunal may kindly read the undertaking that IND Scheme is sanctioned by the requisite majority of members and creditors as per Section 230(1) of the Act in meeting duly held in terms of Section 230(1) read with subsection (2) to (4) 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 order passed by the Tribunal in Company Scheme Application CA (CA) 863/MB/2020 on 26 th May 2020 and by further directions contained in the order passed in CA/25/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 Company Affidavits from the shareholders representing 100% shareholding in the Second Petitioner Company. Per-
	the, with 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 declare that the same was duly complied with by filing an Affidavit of Service on 06 July 2021.	



IV (d)	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 of Amalgamation (Merger by Absorption) of the Petitioner Companies with the Transferee Company is in compliance with the order passed by the Tribunal dated 26.10.2021 in CP (CA) 126/MB/2021 and by further directions contained in the order passed in CA/77/MB/2021 on 17.08.2021 passed by this Hon'ble Tribunal.
	Further, the Petitioner may be asked to comply with the requirements as outlined in paragraph no. P. No. 7/12/2018/CL-1 dated 21.08.2019 issued by the Ministry of Corporate Affairs.

IV (e)	As per the observation of the Regional Director, as stated in IV (e) is concerned, the Petitioner Companies, through their Counsel, submit that the Scheme of Amalgamation (Merger by Absorption) of the Petitioner Companies with the Transferee Company is in compliance with the order passed by the Tribunal dated 26.10.2021 in CP (CA) 126/MB/2021 and by further directions contained in the order passed in CA/77/MB/2021 on 17.08.2021 passed by this Hon'ble Tribunal.
	Further, the Petitioner may be asked to comply with the requirements as outlined in paragraph no. P. No. 7/12/2018/CL-1 dated 21.08.2019 issued by the Ministry of Corporate Affairs.

	(In the case of Second Petitioner Company) was obtained for such modified scheme.
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IV (2)	The Petitioners under provisions of section 230(3) of the Companies Act, 2013 have to serve notice to concerned authorities which are likely to be affected by amalgamation. Further, the approval of the scheme by this Hon'ble Tribunal may not deter such authorities to deal with any of the issues arising after giving effect to the scheme. The decision of such Authorities to dealing on the Petitioner Company's.	As far as the observation of the Regional Director, as stated in IV (1) is concerned, the Petitioner Companies, through their Counsel, submit that notice in accordance with Section 230 (3) of the Companies Act, 2013 has 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 section 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 issues will be dealt and answered in accordance with the law.
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IV (7)	Petitioner Company have to undertake to comply with section 232(3)(i) of Companies Act, 2013, where the transferor company is dissolved, the fee, if any, paid by the transferor company as its authorized capital shall be set-off against any fee payable by the transferee company on its authorized capital subsequent to the amalgamation and therefore, petitioners to affirm that they comply the provisions of the section.	As far as the observation of the Regional Director, as stated in IV (1) is concerned, the Petitioner Companies, through their Counsel, undertake to comply with the provisions of Section 232(3)(i) of the Companies Act, 2013.
IV (8)	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 (1) 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 (9)	As per the Part-D-Clause 11(1), 11.2 to 11.6 of the Scheme (Consideration): In this regard it is submitted that Hon'ble Tribunal may kindly direct the Petitioner to comply with provisions of Section 25, Section 62 & Section 232(3)(ii) 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 (1) is concerned, the Petitioner Companies, through their Counsel, undertake to comply with all provisions of the Section 25, Section 62 & Section 232(3)(ii) of the Companies Act, 2013 or any other applicable provisions of the Act, as applicable. The Second Petitioner Company, through its Counsel, submits that in accordance with Para 11.6 of Scheme, the approval of the shareholders to the Scheme shall be deemed to be the compliance of section 62 and section 63 of the Companies Act, 2013 and no further approval of shareholders under section 62 and section 63 of the Companies Act, 2013 is required to be obtained by the Transferee Company.
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IV (10)	As per Part- B Clause 12(1), 12.2 & 12.3 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 Assessed Date as per "Timing of Interest Method" provided in Appendix C of Indian Accounting Standard 103 (Business Combination of entities under common control) notified under the provisions of the Companies Act, 2013.	As far as the observation of the Regional Director, as stated in IV (1) is concerned, the Second Petitioner Company, through its Counsel, undertakes that the difference as credited to the "Capital Reserve arising out of Amalgamation" will not be available for distribution of dividend and other similar purposes.
	In this regard it is stated that in Indian Accounting Standard (Ind-AS) 103 - prescriptive application of "Timing of Interest Method to account for common	

	control business combination. 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 as credited to "Capital Reserve arising out of Amalgamation" shall not be available for distribution of dividend and other similar purposes.	
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IV (11)	As per Part- B Clause 12(1), 12.2 & 12.3 of the Scheme (Appropriation of Authorized Capital): In this regard it is submitted that the fee payable by the Transferee Company shall be in accordance with the provisions of Section 23, Section 24, Section 61, and Section 237(2)(i) of the Companies Act, 2013 further if any stamp duty is payable the same should be paid in accordance with applicable law of the State.	As far as the observation of the Regional Director, as stated in IV (1) is concerned, the Petitioner Companies, through their Counsel, submit that as per Clause 22 of the Scheme, upon this Scheme becoming effective, the authorized share capital of the Transferee Company shall stand consolidated and vested in and be merged with the authorized share capital of the Transferee Company without any further act, instrument or deed on the part of the Transferee Company, including without payment of stamp duty and fees payable in accordance with the provisions of the Companies Act, 2013 and the provisions of the Securities and Exchange Board of India (Subsidiary Issuance) Regulations, 2008. Further, the Petitioner Companies, through their Counsel, undertake to stand affirmatively and irrevocably committed, pursuant to section 11, Section 61 and Section 237(2)(i) of the Companies Act, 2013.
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	of the Act in any other applicable provisions of the Act, as the case may be and for this purpose the stamp duties and fees 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 the payment of any other stamp duty and/or fee shall be payable by the Transferee Company for increases in the authorized share capital to the extent of the authorized share capital of the Transferee Company and/or Transferee Company before the effective date, on sanctioning of the any other Scheme by the MCA, such increase shall be given effect to while appropriating the authorized share capital.	
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IV (12)	As Petitioner Directors Private Limited (Transferee Company) and Hitechtech Developers Limited (Transferee Company) are engaged in the business of Construction and Real Estate Development/Business. Hence the petitioners are directed to obtain REC from (MCA) regarding applicability of Real Estate Regulation and Development Act, 2016 with Notification Rules and Regulation 2017.	As far as the observation of the Regional Director, as stated in IV (1) 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 2021.
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SUB-REGISTRAR, RAJYALAYANG
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17 (f) Since the HarscoTech Developers Limited the Transferee Company limited by shares, is listed on the Bombay Stock Exchange and National Stock Exchange, the Petitioner Company is 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 of the Transferee Company has been convened as per the company's published.

As far as the observation of the Regional Director, as stated in IV (f) is concerned, the Second Petitioner Company, submits that the prior approval of SEBI and the concerned stock exchange was not required as the Transferee 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 with 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. (CA) 165/196/2020 on 24th May 2020 and by further directions contained in the order passed in CA/21996/2021 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 the NCLT on 26th July, 2021. The said meeting was attended personally/virtually representative by 2 Equity Shareholders of the First Petitioner Company which together total number of 16,800 Equity Shares having total value of Rs. 1,00,000 representing 99.99% of the total value of Equity Shares of the First Petitioner Company. The Second Petitioner Company got dissolution from convening and holding the meeting of the Equity Shareholders with the NCLT on 18th April, 2021.



of the total value of Equity Shares of the First Petitioner Company. The Second Petitioner Company got dissolution from convening and holding the meeting of the Equity Shareholders with the NCLT on 18th April, 2021.



17 (g) Since the Transferee Company and the Transferee Company have no registered office, therefore, it is subject to the compliance of Section 53 of the Companies Act, 2013 the Petitioner Company, as far as the Second Petitioner Company is concerned, it is submitted that the Second Petitioner Company will ensure compliance with any requirement of complying with section 53 of the Companies Act, 2013 and FEMA/REI Regulations is not applicable.

As far as the observation of the Regional Director, as stated in IV (g) is concerned, the Petitioner Company, through their Counsel, submit that there are no foreign shareholders in the First Petitioner Company, as far as the Second Petitioner Company is concerned, it is submitted that the Second Petitioner Company will ensure compliance with any requirement of complying with section 53 of the Companies Act, 2013 and FEMA/REI Regulations is not applicable.

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17 (h) The Petitioner Company to place on record and to provide details regarding meeting of Shareholders other than Promoters, has been convened or not and results thereof.

As far as the observation of the Regional Director, as stated in IV (h) is concerned, the Petitioner Company, through their Counsel, submit that in pursuance of the directions contained in the order of the Tribunal passed in Company Scheme Application C.A. (CA) 165/196/2020 on 24th May 2020 and by further directions contained in the order passed in CA/21996/2021 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 the NCLT on 26th July, 2021. The said meeting was attended personally/virtually representative by 2 Equity Shareholders of the First Petitioner Company which together total number of 16,800 Equity Shares having total value of Rs. 1,00,000 representing 99.99% of the total value of Equity Shares of the First Petitioner Company.



of the total value of Equity Shares of the First Petitioner Company. The Second Petitioner Company got dissolution from convening and holding the meeting of the Equity Shareholders with the NCLT on 18th April, 2021.



17 (i) As regards the compliance indicated at para 13 above, under the head - Status of Compliance as per NCIIT - Services - Bureau Staff, it is submitted that the Petitioner Company is directed to mention the facts in this regard about compliance as per the directions made therein, and receive compliance before approval of the scheme.

As far as the observation of the Regional Director, as stated in IV (i) is concerned, the Second Petitioner Company, through its Counsel, submit that compliance as referred in the said paragraph pertains to Non-Compliance in Draft and Hearing Proceedings and the Second Petitioner Company had submitted its reply to the Registrar of Companies, Mumbai, vide letter dated 04th day of September, 2018 and 20th October, 2018 both which the RDC had confirmed that the compliance is treated as closed. Further the Second Petitioner Company continues to deal with above said compliance and accordance with Law as and when any communication is received from ROC to the Company.



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

- The observations made by the Regional Director have been explained in Para 9 above. The clarifications and undertakings given by the Petitioner Companies have been explained in Para 9 above. The clarifications and undertakings given by the Petitioner Companies are hereby accepted by the Tribunal.
- The Regional Director has filed his Supplementary Report dated 16.08.2021 and has stated that based on the observations made by the Regional Director and the reply submitted by the Petitioner Companies, the Tribunal may decide the matter on its merit.
- The Official Updater in his report dated 11.09.2021, after considering the response submitted by the Transferee Company, has stated that the affairs of the Transferee Company have been conducted in a proper manner and are prejudicial to the interest of its members or to the public interest.
- From the material on record, the Scheme appears to be fair and reasonable and is not violative of any provisions of law and is not contrary to public policy. All the assets and properties of the Transferee Company, of whatsoever nature and whosoever situated, shall, under the provisions of Sections 230 to 233 and all other applicable provisions, if any, of the Act, without any further act or deed, be and stand transferred to and vested in the Transferee Company or be deemed to be transferred to and vested in the Transferee Company, along with any charge, encumbrance, ten or security thereon, and the same shall be assumed by the Transferee Company in accordance with the Scheme.



- Upon effectiveness of the Scheme and in consideration of the amalgamation of the Transferee Company into the Transferee Company, the Transferee Company shall, without any further act or deed, issue and call to all the equity shareholders of the Transferee Company, except those, whose names are appearing in the Register of Members of Transferee Company as on the Record Date 04.08.2021, Free-Cumulative Redeemable Preference Shares (FCRPS) of 100, 10% each fully paid up of HarscoTech Developers Limited to be issued for every 1 (One) Equity share of 100, 10% each held by the equity shareholders (other than HarscoTech Developers Limited) of HarscoTech Private Limited.
- 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.

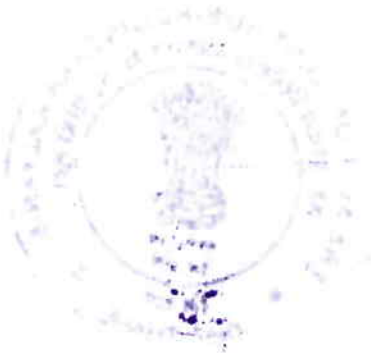


- Since all the material necessary compliance has been submitted, CP (CA) 126/196/2020 stands closed in terms of the power vested in the said Company Scheme Tribunal.
- The Scheme is hereby closed with the commencement of 01.04.2019.
- The Transferee Company is deemed to be dissolved with effect from the date of commencement of the Scheme.
- 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 SHCS within 30 days from the date of receipt of the certified copy of Order by the Petitioner Companies. The Scheme will become effective on filing of the copy of this order with the concerned Registrar of Companies.
- Petitioner Companies to lodge a copy of this Order along with the Scheme duly authorized/verified by the Deputy Director or the Assistant Registrar, National Company Law Tribunal, Mumbai Bench, with the concerned Superintendent of Stamps for the purpose of adjudication of stamp duty payable, if any, within 10 days from the date of receipt of the certified Order from the Registry of the Tribunal.
- All concerned regulatory authorities to act on a copy of this Order along with Scheme duly verified by the Deputy Director or the Assistant Registrar, National Company Law Tribunal, Mumbai Bench.
- Any person interested in it shall apply to this Tribunal in the above matters for any directions that may be necessary.



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14/01/2016

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रत्न क्रमांक: 481/2016

नोदणी:

Regn:63m

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गावाचे नाव: 1) हेडुटणे

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- (1) विलेखाचा प्रकार खरेदीखत
- (2) मोबदला 82800000
- (3) बाजारभाव(भाडेपट्ट्याच्या बाबत पट्ट्याकार आकारणी देतो की पट्टेदार ते नमुद करावे) 82797700
- (4) धू-मापन, पोटहिस्ता व परक्रमांक (असल्यास)
- (5) क्षेत्रफळ
- (6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.
- (7) दस्तऐवज करून देणा-या/सिद्ध ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.
- (8) दस्तऐवज करून देणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.
- (9) दस्तऐवज करून दिल्याचा दिनांक 14/01/2016
- (10) दस्त नोंदणी केल्याचा दिनांक 14/01/2016
- (11) अनुक्रमांक, खंड व पृष्ठ 461/2016
- (12) बाजारभावाप्रमाणे मुद्रांक शुल्क 4968000
- (13) बाजारभावाप्रमाणे नोंदणी शुल्क 30000
- (14) शेर

1) पालिकेचे नाव: ठाणे इतर वर्गन, इतर माहिती: मी. हेडुटणे, 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. 212/1D 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. 260/1 व क्षेत्र. 2200 चौ.मी. एकूण क्षेत्र 41460 चौ.मी. ((Survey Number : २४/१ व इतर;))

1) 41460 चौ.मी. सीट

1): भाडे-बावसिंग राजगुरु बांधे कु.मु. म्हणून धीकृष्ण मांडवे -- बव:-42; पत्ता:-प्लॉट नं. - माळा नं. - इमारतीचे नाव:-, ब्लॉक नं. - रोड नं. कस्तुरीन्यासा बाविसी पुर्व, महाराष्ट्र, ठाणे. पिन कोड:-421201 पिन नं:-AADPR498 (1)

1): नाव:-पलावा इवेवर्स प्रा. लि पुर्वे ग्रान सोळा इवेवर्स प्रा. लि सर्वे दिपक एन सोळा बांधे कु.मु. म्हणून धीकृष्ण मांडवे -- बव:-42; पत्ता:-प्लॉट नं. - माळा नं. - इमारतीचे नाव:-, ब्लॉक नं. - रोड नं. कस्तुरीन्यासा बाविसी पुर्व, महाराष्ट्र, ठाणे. पिन कोड:-421201 पिन नं:-AABCL1117D



सर्व मुख्य निर्बंधक कल्याण-१

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

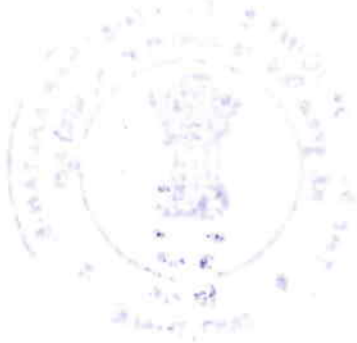
मुद्रांक शुल्क आकारताना निवडलेला अनुषंग:-

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



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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 (l) of sub-section (2) of section 4 read with Rule 5;
OR
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
 - The Registration shall be valid for a period commencing from **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.



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

Dated: **24/01/2022**

Place: **Mumbai**

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

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घोषणापत्र

मी, सुरेश नायर / सैद्धिक मोहित / संगीत चौधरी / रिशेव बपवाप / सिबीन सॅय / बॉय शाहीकोदर / बनावई सोरेस या द्वारे मोहित कल्लो की, दुव्यम निबंधक कल्लो यांचे कार्यावध कल्लो कल्लो/श्री या शिर्काका वस नोंदणीसाठी सादर करपाव आता आहे. रीतिना सल्लोका / सिवा पान सॅनी दिनांक 04/10/2021 चेकी आशुता दिसेल्ला कुलमुखल्यारपाचा आधारे मी, दर वस नोंदणीस सादर केला आहे / सिवादीत कल्लो कल्लोनीबाव दिना आहे. सादर कुलमुखल्यारपा निहून देणार सॅनी कुलमुखल्यारपा रद्द केलेते नाही, किंवा कुलमुखल्यारपा निहून देणार ल्यकीपकी कोणीही मयत झालेते नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखल्यारपा रद्द बातल ठरलेते नाही.सादरचे कुलमुखल्यारपा पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पुर्णतः सहम आहे.सादरचे कल्लो आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिलेस मी पात्र राहिल सॅनी मला जाणीव आहे.

ठिकाण :

दिनांक :

कल्लो

09/10/2022

(Signature)
सादी
कुलमुखल्यार पनाचे घोषणापत्र लिहून देणार



घोषणापत्र

मी, पंढरी केवळकर / पाहुन बंदेकर / प्रमोद कंबळे / प्रताप साठवेंकर / कैकेय मोरे / आदित्य नाथकर / संभव हुरियर / विनायक काशीनकर / श्रीकांत कंबळे या द्वारे मोहित कल्लो की, दुव्यम निबंधक कल्लो/श्री यांचे कार्यावध कल्लो कल्लो या शिर्काका वस नोंदणीसाठी सादर करपाव आता आहे. सुरेश नायर / सैद्धिक मोहित / संगीत चौधरी / रिशेव बपवाप / सिबीन सॅय / बॉय शाहीकोदर / बनावई सोरेस सॅनी दिनांक 04/10/2021 चेकी मला दिसेल्ला कुलमुखल्यारपाचा आधारे मी, सादर वस नोंदणीस सादर केला आहे / सिवादीत कल्लो कल्लोनीबाव दिना आहे. सादर कुलमुखल्यारपा निहून देणार सॅनी कुलमुखल्यारपा रद्द केलेते नाही, किंवा कुलमुखल्यारपा निहून देणार ल्यकीपकी कोणीही मयत झालेते नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखल्यारपा रद्द बातल ठरलेते नाही.सादरचे कुलमुखल्यारपा पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पुर्णतः सहम आहे.सादरचे कल्लो आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिलेस मी पात्र राहिल सॅनी मला जाणीव आहे.

ठिकाण :

दिनांक :

कल्लो

09/10/2022

(Signature)
सादी
कुलमुखल्यार पनाचे घोषणापत्र लिहून देणार

क.ल.न.-५	
दस्त क्र. <u>८३८८</u>	२०२२
<u>७</u>	<u>९</u>

W. F. 13 25
C. C. 13 25

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1/16

1/16



4. To execute Deeds of Rectification or Correction or Confirmation or any other documents as may be required in connection with such Agreements to Sell and/or Agreements to Assign and/or E-Registration Agreements to Sell and/or Lease and License Agreements and/or Lease Deeds for sale/transfer/lease of the residential and/or commercial units in the various buildings constructed by the said Companies.

5. To present and lodge for registration with the concerned Sub-Registrar of Assurances the Agreements to Sell, Agreements to Assign, E-Registration Agreements to Sell, Lease and License Agreements, Lease Deeds, Deeds of Rectification or Correction or Confirmation, relating to the sale/transfer/lease of the residential and commercial units and other ancillary and incidental documents, papers, forms and deeds in connection therewith.

6. To appear and submit (electronically) before the concerned Sub-Registrar of Assurances the Agreements to Sell, Agreements to Assign, E-Registration Agreements to Sell, Lease and License Agreements, Lease Deeds, Deeds of Rectification or Correction or Confirmation relating to the sale/transfer of the residential and commercial units and other ancillary and incidental documents, papers, forms and deeds in connection therewith.

7. To comply with all the requirements and complete all the formalities to register such Agreements to Sell/Agreements to Assign/E-Registration Agreements to Sell/Lease and License Agreements/Lease Deeds/Deeds of Rectification or Correction or Confirmation relating to the sale/transfer/lease of the residential and commercial units and other ancillary and incidental documents, papers, forms and deeds in connection therewith under the Registration Act, 1908.

8. For the better doing, performance and execution of the aforesaid duties, powers and authorities hereby further grant unto the aforesaid persons and entities their full powers, sole powers and special powers in their place and in their stead to exercise all or any of the powers and authorities and to do all acts, things and things which they may think fit and proper to do in connection with the aforesaid duties, powers and authorities and to do all acts, things and things which they may think fit and proper to do in connection with the aforesaid duties, powers and authorities.

AND GENERALLY to do all such acts, matters or things relating to the execution and performance of the aforesaid duties, powers and authorities as may be required in connection with the aforesaid duties, powers and authorities and to do all acts, things and things which they may think fit and proper to do in connection with the aforesaid duties, powers and authorities.

क.ल.न.
दस्त क्र. ३३६८
२०२१
५ | **५**

Authority, Signatures and Photographs of the Constituted Attorneys:

- | Sr. No. | Name | Signature | Photograph |
|---------|-----------------------|-----------|------------|
| 1. | Mr. Sarveshwar Nath | | |
| 2. | Mr. Parvath Namb | | |
| 3. | Mr. Jangrao Chaudhary | | |
| 4. | Mr. Shivach Jagan | | |
| 5. | Mr. Mohan Rao | | |

LODHA
 BANGALORE A BETTER LIFE

CERTIFIED COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF PALAVA DWELLERS PRIVATE LIMITED (THE COMPANY) AT ITS MEETING HELD ON 07th JULY 2021 AT LODHA EXCELLENCE HILLS COMPOUND, 8, M. JOYNA WARD, BANAGALURU, BANGALORE - 560 091.

AUTHORITY TO EXECUTE AND COMPLETE LEGAL FORMS OF AGREEMENTS

"RESOLVED THAT the said Special Power of Attorney ('SPA'), as placed before the meeting, be and is hereby approved, adopted and confirmed by the Board of Directors of the Company and the aforesaid persons and entities are hereby authorized to execute all or any of the powers and authorities and to do all acts, things and things which they may think fit and proper to do in connection with the aforesaid duties, powers and authorities and to do all acts, things and things which they may think fit and proper to do in connection with the aforesaid duties, powers and authorities."

Certified True Copy For Palava Dwellers Private Limited
 Suresh Ghose
 Director
 DIN: 01647382
 Date: 07th July, 2021



other ancillary and incidental documents, papers, forms and deeds in connection with such Agreements to Sell/Agreements to Assign/E-Registration Agreements to Sell/Lease and License Agreements/Lease Deeds/Deeds of Rectification or Correction or Confirmation in conformity with the rules and orders of the said Attorneys.

PROVIDED that notwithstanding anything herein before contained, the said Attorneys shall always act within and be limited by the instructions or directions 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 Attorneys pursuant to the powers hereinafore contained.

This Power of Attorney shall remain valid and in force till 31st December 2024 or till such time that the Attorneys are in full-time employment of the said companies.

ALL WITNESSED WHEREOF the said Companies have heretofore set and subscribed their respective seals to this Power of Attorney on this 07th day of September 2021.

- | | |
|---|----------|
| MADE AND RECEIVED
By the within named
MACROTECH DEVELOPERS LIMITED
Through its Director
MR. SANKAR MAHAPATRA
in the presence of
1.
2. |

 |
| MADE AND RECEIVED
By the within named
PALAVA DWELLERS PRIVATE LIMITED
Through its Director
MR. MOHAN RAO
in the presence of
1.
2. |

 |

बजट क्र. ४
 २०२१
 ५/०७/२१

- | | |
|-------------------------------|--|
| 4. Mr. Jay Vaidyanath

 | |
| 5. Mr. Bharat Bhat

 | |

बजट क्र. ४
 २०२१
 ५/०७/२१

LODHA
 BANGALORE A BETTER LIFE

CERTIFIED TRUE COPY OF THE RESOLUTIONS PASSED BY THE RESIDENTS COMMITTEE OF THE BOARD OF DIRECTORS OF MACROTECH DEVELOPERS LIMITED AT ITS MEETING HELD ON 07th JULY 2021 AT LODHA EXCELLENCE HILLS COMPOUND, 8, M. JOYNA WARD, BANAGALURU, BANGALORE - 560 091.

AUTHORITY TO EXECUTE AND COMPLETE LEGAL FORMS OF AGREEMENTS

"RESOLVED THAT it is recommended to the Board of Directors of the Company to execute and complete the aforesaid duties, powers and authorities and to do all acts, things and things which they may think fit and proper to do in connection with the aforesaid duties, powers and authorities and to do all acts, things and things which they may think fit and proper to do in connection with the aforesaid duties, powers and authorities."

For MacroTech Developers Limited
 Sankar Mahapatra
 Director
 Membership No: 7154
 Date: August 1, 2021



**GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS**

Office of the Registrar of Companies
E-2001, 100 Market Street, Mumbai, Maharashtra, India, 400025

Certificate of Incorporation pursuant to change of name
(Pursuant to rule 29 of the Companies (Incorporation) Rules, 2010)

Corporate Identification Number (CIN): U12200MH1998PLC093645

I hereby certify that the name of the company has been changed from **LOHMA DEVELOPERS LIMITED** to **MAKUTICH DEVELOPERS LIMITED** with effect from the date of this certificate and that the company is deemed to have been incorporated under the name **MAKUTICH DEVELOPERS PRIVATE LIMITED**.

Company was originally incorporated with the name **LOHMA DEVELOPERS PRIVATE LIMITED**.

It is under my hand and the Seal of this Treasury on this 24th day of May 2022.



क.ल.न. ५
MAKUT 24/25
2022

Y. S. SAMPANAN
Registrar of Companies
Mumbai - Maharashtra

Trading Address as per record available in Register of Companies office:
MAKUTICH DEVELOPERS LIMITED
411, Floor - 4, 120 Vardaan Chamber, Changa Road, Western Corridor, Park, Mumbai, Maharashtra, India, 400022

**GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS**

Office of the Registrar of Companies
E-2001, 100 Market Street, Mumbai, Maharashtra, India, 400025

Certificate of Incorporation pursuant to change of name
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It is under my hand and the Seal of this Treasury on this 24th day of May 2022.



क.ल.न. ५
MAKUT 24/25
2022

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Registrar of Companies
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411, Floor - 4, 120 Vardaan Chamber, Changa Road, Western Corridor, Park, Mumbai, Maharashtra, India, 400022

क.ल.न. ५
MAKUT 24/25
2022



**GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS**

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Company was originally incorporated with the name **LOHMA DEVELOPERS PRIVATE LIMITED**.

It is under my hand and the Seal of this Treasury on this 24th day of May 2022.



क.ल.न. ५
MAKUT 24/25
2022

Y. S. SAMPANAN
Registrar of Companies
Mumbai - Maharashtra

Trading Address as per record available in Register of Companies office:
MAKUTICH DEVELOPERS LIMITED
411, Floor - 4, 120 Vardaan Chamber, Changa Road, Western Corridor, Park, Mumbai, Maharashtra, India, 400022

क.ल.न.-५

दस्त क्र. ८३६८	२०२२
८६	९५

क.ल.न. ५
MAKUT 24/25
2022



THE SEAL OF JOINT SUB-REGISTRAR Kल्यान-६



वि. ठाणे
DIST. THANE




२४



क.ल.न. ५
MAKUT 24/25
2022

THE SEAL OF JOINT SUB-REGISTRAR Kल्यान-६



वि. ठाणे
DIST. THANE

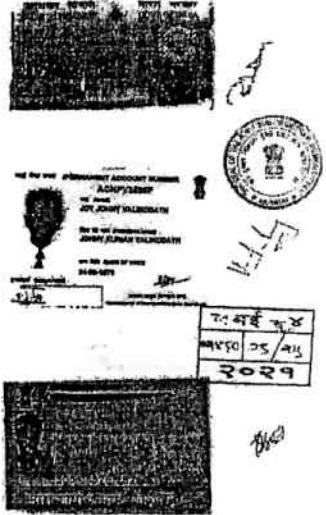


जबई २४
 २०२२
 २०२२

क.ल.न.-
 दस्त क्र. २३६८ २०२२
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जबई २४
 २०२२
 २०२२



जबई २४
 २०२२
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जबई २४
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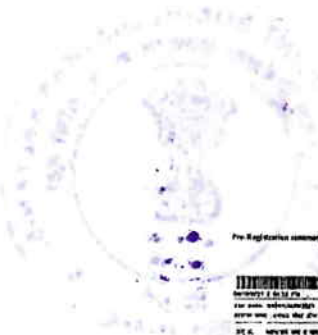
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आयुक्त, जयपुर
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आयुक्त, जयपुर
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Handwritten signatures and notes.



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क्र.सं.	विवरण	प्रमाण	दिनांक
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2	...	[Stamp]	...



जबई २४
 २०२२
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Handwritten notes and signatures.



REGISTRATION OF COMPANIES ACT, 1956

Form No. 18 (Part I)

REGISTRATION OF CHARGES

1. Name of the Debtor: ...

2. Name of the Creditor: ...

3. Description of the Property: ...

4. Amount of the Charge: ...

5. Date of Creation: ...

6. Signature of the Debtor: ...

7. Signature of the Creditor: ...

8. Signature of the Registrar: ...

9. Date of Registration: ...

10. Place of Registration: ...

REGISTRATION OF COMPANIES ACT, 1956

Form No. 18 (Part II)

REGISTRATION OF CHARGES

1. Name of the Debtor: ...

2. Name of the Creditor: ...

3. Description of the Property: ...

4. Amount of the Charge: ...

5. Date of Creation: ...

6. Signature of the Debtor: ...

7. Signature of the Creditor: ...

8. Signature of the Registrar: ...

9. Date of Registration: ...

10. Place of Registration: ...

क.ल.न.-५

२३/२/२०२२

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REGISTRATION OF COMPANIES ACT, 1956

Form No. 18 (Part III)

REGISTRATION OF CHARGES

1. Name of the Debtor: ...

2. Name of the Creditor: ...

3. Description of the Property: ...

4. Amount of the Charge: ...

5. Date of Creation: ...

6. Signature of the Debtor: ...

7. Signature of the Creditor: ...

8. Signature of the Registrar: ...

9. Date of Registration: ...

10. Place of Registration: ...

Receipt of Discharge of Mortgage Charges

Form No. 18 (Part IV)

1. Name of the Debtor: ...

2. Name of the Creditor: ...

3. Description of the Property: ...

4. Amount of the Charge: ...

5. Date of Discharge: ...

6. Signature of the Debtor: ...

7. Signature of the Creditor: ...

8. Signature of the Registrar: ...

9. Date of Discharge: ...

10. Place of Discharge: ...

क.ल.न.-५

२३/२/२०२२

THE REGISTRAR OF JOINT SUB-REGISTRAR KALYAN.S.

कल्याण जिल्हा न्यायालय

कल्याण, जिल्हा न्यायालय

कल्याण, जिल्हा न्यायालय

REGISTRATION OF COMPANIES ACT, 1956

Form No. 18 (Part V)

REGISTRATION OF CHARGES

1. Name of the Debtor: ...

2. Name of the Creditor: ...

3. Description of the Property: ...

4. Amount of the Charge: ...

5. Date of Creation: ...

6. Signature of the Debtor: ...

7. Signature of the Creditor: ...

8. Signature of the Registrar: ...

9. Date of Registration: ...

10. Place of Registration: ...

REGISTRATION OF COMPANIES ACT, 1956

Form No. 18 (Part VI)

REGISTRATION OF CHARGES

1. Name of the Debtor: ...

2. Name of the Creditor: ...

3. Description of the Property: ...

4. Amount of the Charge: ...

5. Date of Creation: ...

6. Signature of the Debtor: ...

7. Signature of the Creditor: ...

8. Signature of the Registrar: ...

9. Date of Registration: ...

10. Place of Registration: ...



दस्तावेज क्र. ४
१२/१६/२५
२०२१



२१/१६/२५

क.ल.न.-
दस्त क्र. ३३६६ २०२२
९७ ९८

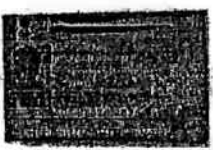
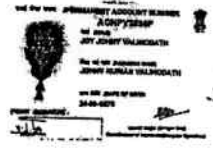


दस्तावेज क्र. ४
१२/१६/२५
२०२१



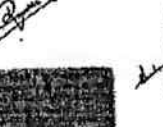
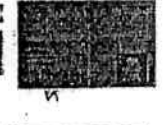
दस्तावेज क्र. ४
१२/१६/२५
२०२१

२१/१६/२५



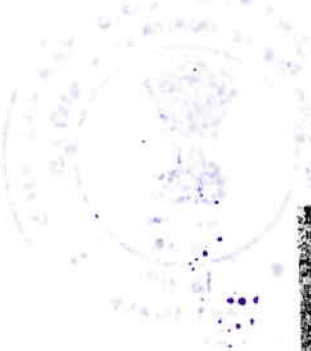
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दस्तावेज क्र. ४
१२/१६/२५
२०२१



दस्तावेज क्र. ४
१२/१६/२५
२०२१

२१/१६/२५



दस्तावेज क्र. ४
१२/१६/२५
२०२१



दस्तावेज क्र. ४
१२/१६/२५
२०२१

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7 - 15, 15, 15

99091 - 10 100



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आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

RUSHIKESH RATAN SHINDE

RATAN GYANUJI SHINDE

06/07/1988
 Permanent Account Number
CHCPS9144L

Signature

Rushikesh

क.ल.न.-५

दस्त क्र. ए३ए८ २०२२

ए३ ए५

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

BWSPS8372N

नाम / Name
SHINDE SACHIN RATAN

पिता का नाम / Father's Name
RATAN GYANUJI SHINDE

जन्म की तारीख / Date of Birth
24/06/1986

हस्ताक्षर / Signature

Sachin

THE UNION OF INDIA
MAHARASHTRA STATE MOTOR DRIVING LICENCE

DL No MH01 20150631329 **DOI 09-09-2015**
Valid Till 18-09-2031 (NT)

AUTHORISATION TO DRIVE FOLLOWING CLASS OF VEHICLES THROUGHOUT INDIA

COV	DOI
LMV	09-10-2015
MCWG	09-10-2015

DOB 19-09-1967 **BG B+**

Name VIJAY GADE
123/4 of KARUN
Ack/ RIZO B O D CHAWL NO-17
H M JOSHI RD
NR BAWLA MA5 III MUMBAI
PIN 400013

Signature & ID of Issuing Authority **MH01 2015192**

Signature/Thumb Impression of Holder

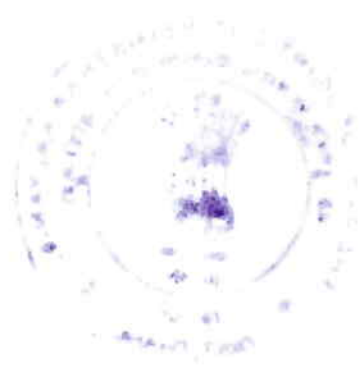
[Signature]



11/11/11

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507/9398

शुक्रवार, 01 जुलै 2022 11:24 म.पू.

दस्त गोषवारा भाग-1

कलन5

दस्त क्रमांक: 9398/2022

दस्त क्रमांक: कलन5 /9398/2022

बाजार मूल्य: रु. 34,84,200/-

मोबदला: रु. 60,57,147/-

भरलेले मुद्रांक शुल्क: रु.2,73,000/-

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:9866

पावती दिनांक: 01/07/2022

अ. क्रं. 9398 वर दि.01-07-2022

सादरकरणाचे नाव: ऋषिकेश रतन शिंदे - -

रोजी 11:22 म.पू. वा. हजर केला.

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1900.00

पृष्ठांची संख्या: 95

A. Shinde

दस्त हजर करणाऱ्याची सही:

एकूण: 31900.00

Joint Sub Registrar Kalyan 5

सह. दुय्यम निबंधक वर्ग-२

दस्ताचा प्रकार कल्याण क्र.५

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 क्रं. 1 01 / 07 / 2022 11 : 22 : 46 AM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 01 / 07 / 2022 11 : 23 : 39 AM ची वेळ: (फी)

प्रतिज्ञा पत्र

सदर दस्तऐवज नोंदणी कायदा १९०८ नियम १९६१ अंतर्गत तरतुदीनुसार नोंदणीस दाखल केला आहे. दस्तामधील संपुर्ण मजकूर, निष्पादक व्यक्ती साक्षीदार व सोबत जोडलेले कागदपत्रे दस्तांची सत्यता, वैधता कायदेशीर बाबीसाठी खालील निष्पादक व्यक्ती संपुर्णपणे जबाबदार आहेत तसेच सदर हस्तांतरण दस्तांमुळे राज्यशासन / केंद्रशासन यांच्या क्षेत्रात कायदा / नियम / परिषत्रक यांचे उल्लंघन होत नाही

A. Shinde

लिहून घेणार सही

A. Shinde

लिहून घेणार सही



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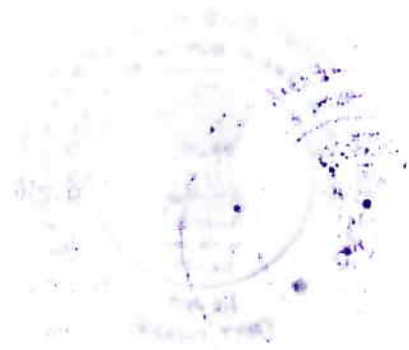
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01/07/2022 11 26:56 AM

दस्त गोपवारा भाग-2

कलन5

दस्त क्रमांक:9398/2022

दस्त क्रमांक :कलन5/9398/2022

दस्ताचा प्रकार :-करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	झायाचित्र	अंगठ्याचा ठसा
1	नाव:रुशिकेश रतन शिंदे - - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: जी/0703, लोहा इन्स्टीट, लोहा हबन, निळजे रेल्वे स्टेशन जवळ, डोंबिवली ठाणे, इंडिया, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे. पॅन नंबर:CHCPS9144L	लिहून देणार वय :-34 स्वाक्षरी:- 		
2	नाव:मॅक्रोटिक डेव्हलपर्स लि. तर्फे कु.मु. सुरेन्द्रन नायर तर्फे कु. मु. राहुल वंडेकर - - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 412 4था मजला 17जी वर्धमान चेंबर कावसजी पटेल रोड हॉर्निमन सर्कल, फोर्ट, मुंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुंबई. पॅन नंबर:AAACL1490J	लिहून देणार वय :-42 स्वाक्षरी:- 		

वरील दस्तऐवज करून देणार तथाकथीत करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ:01 / 07 / 2022 11 : 25 : 40 AM

ओळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	स्वाक्षरी	झायाचित्र	अंगठ्याचा ठसा
1	नाव:सचिन शिंदे - - वय:36 पत्ता:डोंबिवली पिन कोड:421204			
2	नाव:विजय गाडे - - वय:37 पत्ता:चिंचपाडा कल्याण-पूर्व पिन कोड:421306			

शिक्का क्र.4 ची वेळ:01 / 07 / 2022 11 : 26 : 42 AM

शिक्का क्र.5 ची वेळ:01 / 07 / 2022 11 : 26 : 48 AM 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	Rushikesh Ratan Shinde	eChallan	69103332022063013633	MH004273026202223E	273000.00	SD	0002180907202223	01/07/2022
2		DHC		2906202211803	1900	RF	2906202211803D	01/07/2022
3	Rushikesh Ratan Shinde	eChallan		MH004273026202223E	30000	RF	0002180907202223	01/07/2022

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

9398 /2022

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2. Get print immediately after registration.
- प्रमाणित करण्यात येते की, सदर दस्त
क्र. ९३९८ मध्ये झाल्याने आहेत.
पुस्तक क्रमांक ९३९८ वर नोंदला
दिनांक ०९/०७/२०२२



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