

508/10207

पावती

Original/Duplicate

Friday, May 17, 2024

नोंदणी क्र. :39म

12:54 PM

Regn.:39M

पावती क्र.: 10991

दिनांक: 17/05/2024

गावाचे नाव: सॉल्टपॅन

दस्तऐवजाचा अनुक्रमांक: बबई4-10207-2024

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: अक्षरा अवस्थी

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1500.00

पृष्ठांची संख्या: 75

एकूण:

रु. 31500.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे  
1:13 PM ह्या वेळेस मिळेल.

*Amal*  
सह. दुय्यम निबंधक, मुंबई-४

वाजार मूल्य: रु.12661028.875/-

मोबदला रु.16754000/-

भरलेले मुद्रांक शुल्क : रु. 1005500/-

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

1) देयकाचा प्रकार: DHC रकम: रु.1500/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0524172906921 दिनांक: 17/05/2024

बँकेचे नाव व पत्ता:

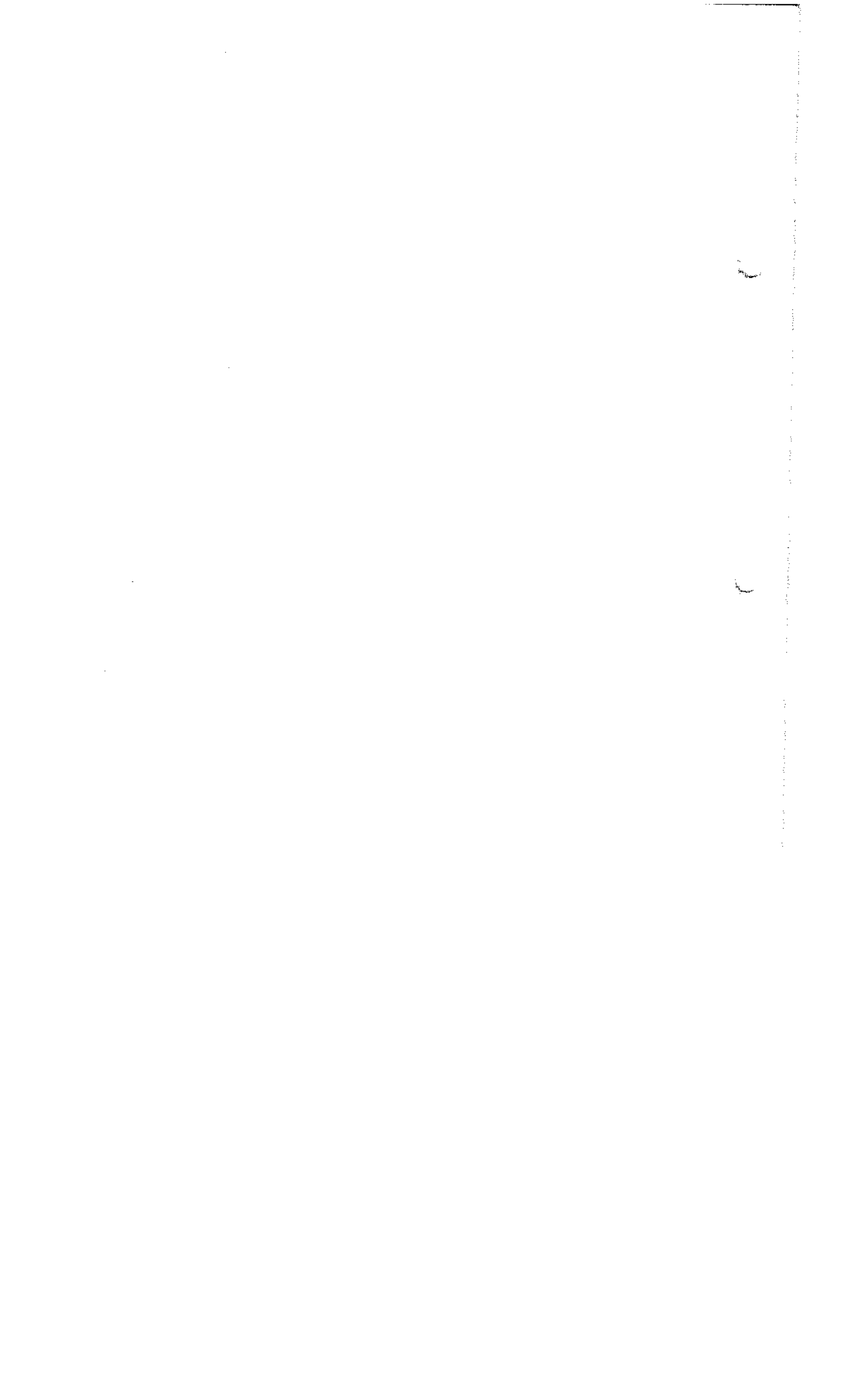
2) देयकाचा प्रकार: eChallan रकम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH002077073202425E दिनांक: 17/05/2024

बँकेचे नाव व पत्ता:

*Ashu*

DELIVERED





17/05/2024

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.मुंबई शहर 4

दस्त क्रमांक : 10207/2024

नोंदणी :

Regn:63m

गावाचे नाव : सॉल्टपॅन

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	16754000
(3) बाजारभाव(भाडेपट्टयाच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	12661028.875
(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :सदनिका नं: 505, माळा नं: 5वा मजला, इमारतीचे नाव: टॉवर 11 बी विंग न्यू कफ परेड लोडा गार्डेनिया, ब्लॉक नं: न्यू कफ परेड आयमॅक्स डोम समोर वडाळा मुंबई, रोड : ईस्टर्न फ्रिवे, इतर माहिती: सोबत एक कार पार्किंग( ( C.T.S. Number : 8pt व दस्तात नमूद केल्याप्रमाणे ; ) )
(5) क्षेत्रफळ	1) 47.75 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करुन 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. सु. सुरेन्द्रन नायर तर्फे कु. सु. पंडरी केसरकर वय:-50; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 412 4था मजला 17जी वर्धमान चेंबर कावसजी पटेल रोड हॉर्निमन सर्कल फोर्ट मुंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुम्बई. पिन कोड:-400001 पॅन नं:-AAACL1490J
(8) दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-अक्षरा अवस्थी वय:-30; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: एच नं -54 डीडीए एमआईजी फ्लॅट गेट नं 2, शिवमंदिर जवळ मादीपूर, पश्चिम विहार एस.ओ दिल्ली पश्चिम दिल्ली, ब्लॉक नं: -, रोड नं: -, दिल्ली, पश्चिम दिल्ली. पिन कोड:-110063 पॅन नं:-BBBPA5245E 2): नाव:-बजरंगी लाल गुसा वय:-34; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: एच नं -54 डीडीए एमआईजी फ्लॅट गेट नं 2, शिवमंदिर जवळ मादीपूर, पश्चिम विहार एस.ओ दिल्ली पश्चिम दिल्ली, ब्लॉक नं: -, रोड नं: -, दिल्ली, पश्चिम दिल्ली. पिन कोड:-110063 पॅन नं:-BIGPG6793P
(9) दस्तऐवज करुन दिल्याचा दिनांक	17/05/2024
(10) दस्त नोंदणी केल्याचा दिनांक	17/05/2024
(11) अनुक्रमांक, खंड व पृष्ठ	10207/2024
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	1005500
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेर	



मुल्यांकनासाठी विचारात 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  
मुंबई शहर क्र. ४

## Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	Akshara Awasthi	eChallan	02003942024051601488	MH002077073202425E	1005500.00	SD	0001210006202425	17/05/2024
2		DHC		0524172906921	1500	RF	0524172906921D	17/05/2024
3	Akshara Awasthi	eChallan		MH002077073202425E	30000	RF	0001210006202425	17/05/2024

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

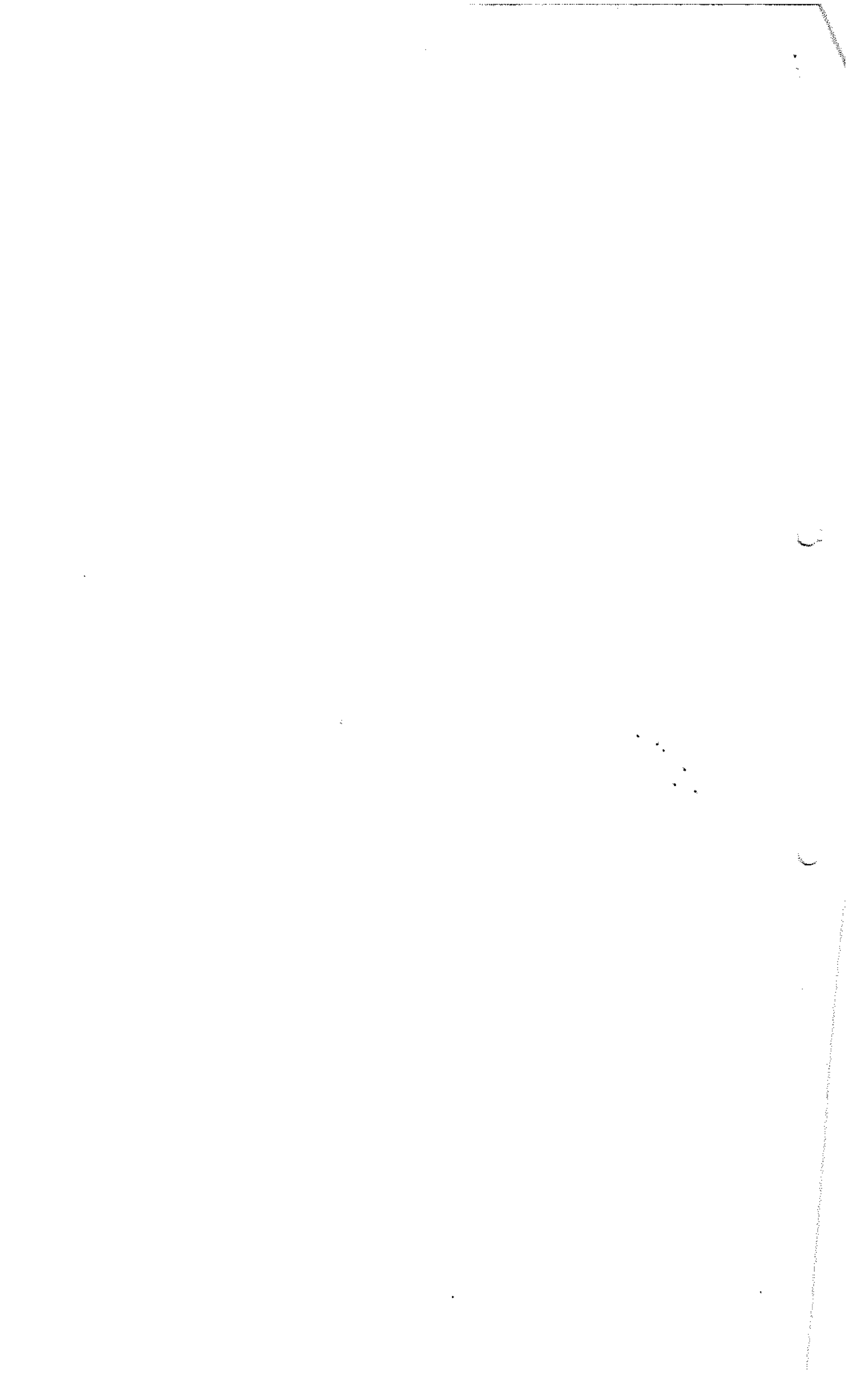
मूल्यांकन पत्रक ( शहरी क्षेत्र - बांधीव )

Valuation ID	2024051758	17 May 2024,08:13:35 AM
मूल्यांकनाचे वर्ष	2024	
जिल्हा	मुंबई(मेन)	
मूल्य विभाग	15-सॉल्ट पॅन डिव्हिजन	
उप मूल्य विभाग	-मूल्यदर विभाग क्र. 15/105 मधील खालील मिळकत	
सर्व्हे नंबर /न. भू. क्रमांक :	सि.टी.एस. नंबर#8	
<b>वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.</b>		
खुली जमीन	निवासी सदनिका	कार्यालय
88690	205810	236690
		दुकाने
		282900
		औद्योगिक
		211090
		मोजमापनाचे एकक
		चौरस मीटर
<b>बांधीव क्षेत्राची माहिती</b>		
बांधकाम क्षेत्र(Built Up)-	52.525चौरस मीटर	मिळकतीचा वापर-
बांधकामाचे वर्गीकरण-	1-आर सी सी	निवासी सदनिका
उद्ववाहन सुविधा-	आहे	मिळकतीचे वय-
		0 TO 2वर्षे
		5th floor To 10th floor
		मिळकतीचा प्रकार-
		बांधकामाचा दर -
		कार्पेट क्षेत्र-
		बांधीव
		Rs.30250/-
		47.75चौरस मीटर
प्रकल्पाचे क्षेत्र-	Above 2 hector	रस्ता सन्मुख -
Sale Type - First Sale		
Sale/Resale of built up Property constructed after circular dt.02/01/2018		
(सूत्र) प्रकल्पाचे क्षेत्रानुसार दर	= (( मिळकतीचा प्रति चौ. मीटर मूल्यदर ) * 105 % ).	
प्रकल्पाचे क्षेत्रानुसार	निवासी सदनिका करीता प्रती चौ. मीटर दर = Rs.216100.5/-	
मजला निहाय घट/वाढ	= 105% apply to rate= Rs.226905/-	
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर	=(((वार्षिक मूल्यदर - खुल्या जमिनीचा दर ) * घसा-यानुसार टक्केवारी ) + खुल्या जमिनीचा दर )	
	= ( ( ( 226905-88690 ) * ( 100 / 100 ) ) + 88690 )	
	= Rs.226905/-	
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र	
	= 226905 * 52.525	
	= Rs.11918185.125/-	
E) बंदिस्त वाहन तळाचे क्षेत्र	13.75चौरस मीटर	
बंदिस्त वाहन तळाचे मूल्य	= 13.75 * ( 216100.5 * 25/100 )	
	= Rs.742843.75/-	
Applicable Rules	= .5 अ,10,4,16	
<b>एकत्रित अंतिम मूल्य</b>	= मुख्य मिळकतीचे मूल्य + तळघराचे मूल्य + मेझॅनाईन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + बंदिस्त बाल्कनी + मॅकेनिकल वाहनतळ	
	= A + B + C + D + E + F + G + H + I + J	
	= 11918185.125 + 0 + 0 + 0 + 742843.75 + 0 + 0 + 0 + 0 + 0	
	=Rs.12661028.875/-	



Home Print

बबई - ४  
90206 / 64  
२०२४

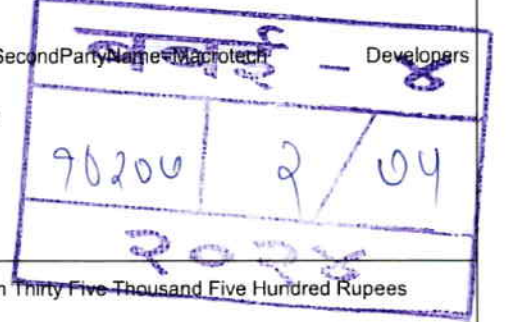




CHALLAN  
MTR Form Number-6



GRN	MH002077073202425E	BARCODE			Date	15/05/2024-17:44:10	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	BOM4_JT SUB REGISTRAR MUMBAI 4			PAN No.(If Applicable)	BBBPA5245E					
Location	MUMBAI			Full Name	Akshara Awasthi					
Year	2024-2025 One Time			Fiat/Block No.	B 505 Tower 11 LODHA GARDENIA New Cuffe					
				Premises/Building	Parade					
Account Head Details			Amount In Rs.							
0030045501 Stamp Duty			1005500.00	Road/Street	Opp Imax Dome Eastern Freeway					
0030063301 Registration Fee			30000.00	Area/Locality	Mumbai					
				Town/City/District						
				PIN	4	0	0	0 2 2		
				Remarks (If Any)	PAN2=AAACL1490J-SecondPartyName=Maprotech - Developers Limited-CA=16754000					
				Amount In	Ten Lakh Thirty Five Thousand Five Hundred Rupees					
Total				10,35,500.00	Words	Only				
Payment Details			BANK OF BARODA						FOR USE IN RECEIVING BANK	
Cheque-DD Details			Bank CIN	Ref. No.	02003942024051601488	1386088451				
Cheque/DD No.			Bank Date	RBI Date	16/05/2024-18:23:59	Not Verified with RBI				
Name of Bank			Bank-Branch		BANK OF BARODA					
Name of Branch			Scroll No. , Date		Not Verified with Scroll					



Department ID :

Mobile No. : 7400456915

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

सदर चलन केवल दुयम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

*Handwritten signature*

*Handwritten signature*







**CHALLAN**  
MTR Form Number-6



iRN MH002077073202425E		BARCODE		Date 15/05/2024-17:44:10	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 BOM4_JT SUB REGISTRAR MUMBAI 4			PAN No.(If Applicable)	BBBPA5245E	
Location MUMBAI			Full Name	Akshara Awasthi	
Year 2024-2025 One Time			Flat/Block No.	B 505 Tower 11 LODHA GARDENIA New Cuffe	
			Premises/Building	Parade	
Account Head Details		Amount In Rs.		 Opp Imax Dome Eastern Freeway Mumbai Town/City/District P N 0 0 2 2	
0030045501 Stamp Duty		1005500.00			
0030063301 Registration Fee		30000.00			
Total			10,35,500.00	Remarks (If Any) PAN2=AAACL1490J-Second Party Name=Macro Tech Developers Limited-CA=16754000  Amount In Words Ten Lakh Thirty Five Thousand Five Hundred Rupees Only	
Payment Details BANK OF BARODA			FOR USE IN RECEIVING BANK		
Cheque-DD Details			Bank CIN	Ref. No.	02003942024051601488 1386088451
Cheque/DD No.			Bank Date	RBI Date	15/05/2024-17:44:10 Not Verified with RBI
Name of Bank			Bank-Branch BANK OF BARODA		
Name of Branch			Scroll No. , Date 1 , 17/05/2024		



Department ID :  
 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.  
 सदर चतान केवल दुयम निबधक कार्यालयात नोंदणी करावयाच्या दस्त्यासाठी लागू आहे. नोंदणी व करावयाच्या दस्त्यासाठी सदर चतान लागू नाही.

**Challan Defaced Details**

Sr. No.	Remarks	Defacement No.	Defacement Date	Userld	Defacement Amount
1	(iS)-508-10207	0001210006202425	17/05/2024-12:54:09	IGR549	30000.00

GRN : 1802077073202425E Amount : 10,35,500.00

Bank : BANK OF BARODA

Date : 15/05/2024-17:44:10

2	(IS)-508-10207	0001210006202425	17/05/2024-12:54:09	IGR549	1005500.00
<b>Total Defacement Amount</b>					<b>10,35,500.00</b>



**D**ocument **H**andling **C**harges  
Inspector General of Registration & Stamps

### Receipt of Document Handling Charges

PRN 0524172906921

Receipt Date 17/05/2024

Received from MDL, Mobile number 0000000000, an amount of Rs.1500/-, towards Document Handling Charges for the Document to be registered on Document No. 10207 dated 17/05/2024 at the Sub Registrar office Joint S.R. Mumbai 4 of the District Mumbai District.

DEFACED

₹ 1500

DEFACED

### Payment Details

Bank Name SBIN

Payment Date 17/05/2024

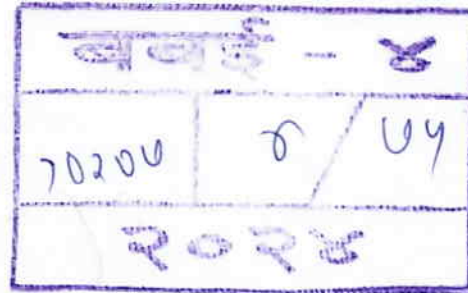
Bank CIN 10004152024051706452

REF No. 413827738847

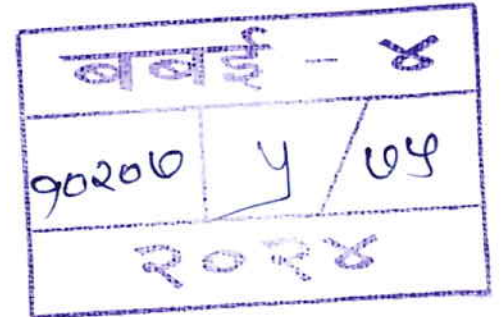
Deface No 0524172906921D

Deface Date 17/05/2024

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







AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made at Mumbai this 17<sup>th</sup> day of May 2024

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

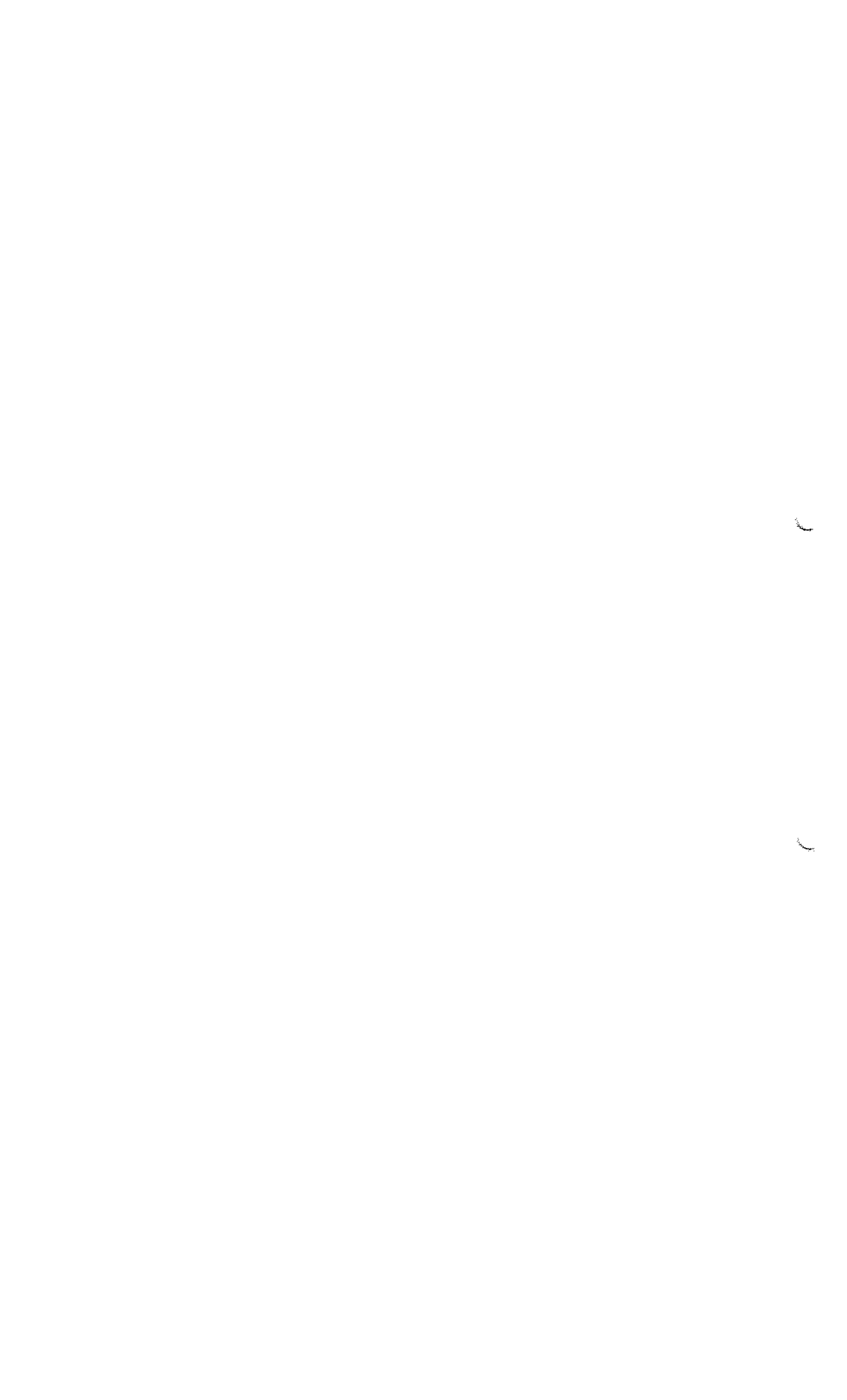
**Akshara Awasthi and Bajrangi Lal Gupta** residing / having its address at **H No-54, DDA MIG Flat, Gate No 2, Near Shiv Mandir, Madipur, Paschim Vihar S.O, Delhi, West Delhi - 110063 Delhi India** and assessed to income tax under permanent account number (PAN) **BBBPA5245E** , **BIGPG6793P** hereinafter referred to as the "**PURCHASER**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include (a) in case of an Individual, such individual's heirs, executors, administrators and assigns; (b) in case of a partnership firm, its partners for the time being, the survivors or the last survivor of them and legal heirs, executors, administrators or the permitted assigns of such last survivor of them; and (c) In case of a company or a body corporate or juristic entity, its successors and permitted assigns) of the **Other Part**.

The Company and the Purchaser are hereinafter individually referred to as the "**Party**" and collectively referred to as the "**Parties**"

A

B

B



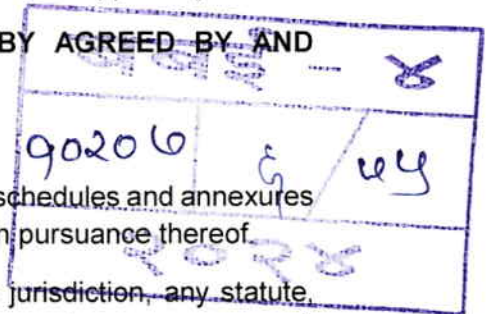
**WHEREAS:**

- A. The Company is/shall be constructing/has constructed 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/has been under the professional supervision of the said architects and structural engineers as required under the by-laws of the local Authorities.
- F. The Purchaser has applied to the Company for allotment of the Unit (as defined herein) in the Building.
- G. A copy of the floor plan in respect to the said Unit is hereto annexed and marked as **Annexure 5** (Floor Plan).
- H. Relying upon the said application and the representations, declarations and assurances made by the Purchaser to faithfully abide by all the terms, conditions and stipulations contained in this Agreement, the Company has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Company the Unit at the consideration and on the terms and conditions hereinafter appearing.

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

1. **DEFINITIONS –**

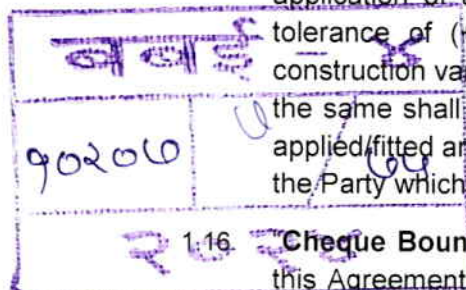
- 1.1. "Agreement" shall mean this Agreement together with the schedules and annexures hereto and any other deed and/or document(s) executed in pursuance thereof.
- 1.2. "Applicable Law" shall mean, in respect of any relevant jurisdiction, any statute, law, regulation, ordinance, rule, judgment, order,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



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- 1.5. "Attorney" shall have the meaning ascribed to it in Clause 11.4.2(b) below.
- 1.6. "Authority" shall mean (i) any nation or government or any province, state or any other political subdivision thereof; (ii) any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any governmental authority, agency, department, board, commission or instrumentality; or (iii) any court, tribunal or arbitrator.
- 1.7. "BCAM Charges" shall mean the Building common area maintenance charges payable by the Purchaser *inter alia* for the maintenance of the Unit/ Building, but shall not include FCAM Charges.
- 1.8. "Building" shall mean the single/multi-storied buildings to be/ being constructed as part of the Project.
- 1.9. "Building Conveyance" shall have the meaning ascribed to it in Clause 14.3 below.
- 1.10. "Building Protection Deposit" shall mean the amounts specified in the Annexure 6A (Other Amounts Payable before DOP).
- 1.11. "CAM Charges" shall mean the costs related to the upkeep and maintenance of the Building/ Project/ Larger Property, payable as the BCAM charges and FCAM Charges, as set out in Annexure 6A.
- 1.12. "CAM Commencement Date" shall mean the day from which the Purchaser will be required to pay BCAM Charges and FCAM Charges (if applicable) and will be the first day of the immediately succeeding month after the Date of Offer of Possession regardless of whether/when the Purchaser takes possession of the Unit.
- 1.13. "Cancellation Deed" shall have the meaning ascribed to it in Clause 11.4.2(a) below.
- 1.14. "Car Parking Spaces" shall mean a location where a 4 wheel passenger vehicle can be parked. Car Parking Spaces includes open / stilt / covered parking spaces and maybe located in the basement, car park (including multi-level car park), podium etc. Shortest walking distance between the Building entrance lobby and entry to location where car is parked shall not exceed 750 meters.
- 1.15. "Carpet Area" shall mean the net usable area of the Unit including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/ verandah/ open terrace area or any exclusive open terrace area. Carpet area is calculated prior to application of any finishes (i.e. on bare shell basis). Carpet area is subject to tolerance of (+/-) 3% (three per cent) on account of structural, design and construction variances. In case of any dispute on the measurement of Carpet Area, the same shall be physically measured after removing all finishes that have been applied/fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Carpet Area.
- 1.16. "Cheque Bouncing Charges" shall mean the charges payable by either Party to this Agreement on account of a cheque issued pursuant to this Agreement is not honoured for any reason, whatsoever, including 'insufficient funds', 'stop payment' or 'account closed', and shall mean an amount equivalent to 2.5% (two point five per cent) of the value of the cheque in question. If the amount of the said cheque and the Cheque Bouncing Charges thereto are not paid within a period of 30 (thirty) days from the date the cheque is not cleared in the first instance, the Cheque Bouncing Charges shall increase to 5% (five per cent) of the value of the cheque issued.



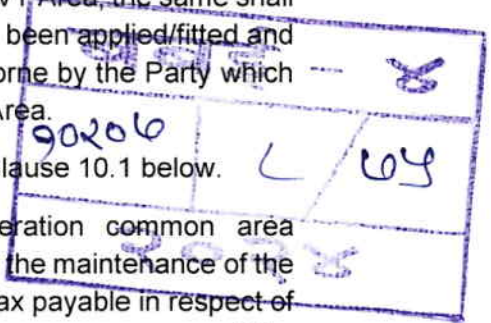
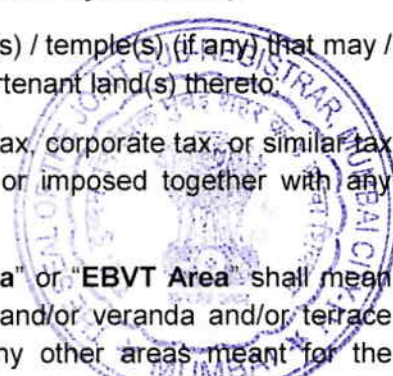
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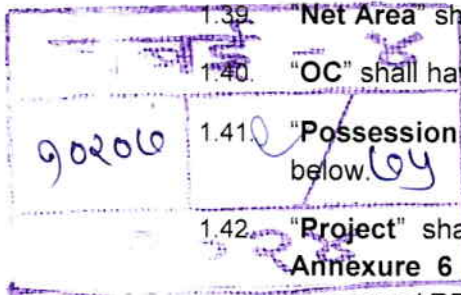
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- 1.17. "Club" shall mean any recreation facility constructed for the use of the purchasers of units in the Project or the Larger Property.
- 1.18. "Common Areas and Amenities" shall mean the common areas and amenities as are available to and /or in respect of the Building/ Larger Property, as the case may be and more particularly described at **Annexure 7 (Common Areas and Amenities)** but shall not include the Demarcated Area.
- 1.19. "Confidential Information" shall have the meaning ascribed to it in Clause 27.1 below.
- 1.20. "Consideration Value" shall have the meaning ascribed to it at **Annexure 6 (Unit and Project Details)**.
- 1.21. "Date of Offer of Possession" or "DOP" shall mean the date on which the Company, by written intimation, makes the Unit available to the Purchaser along with the OC in respect of the Unit (the OC maybe for part or whole of the Building). The estimated DOP is set out at **Annexure 6 (Unit and Project Details)**.
- 1.22. "Demarcated Area" shall mean the community hall(s) / temple(s) (if any) that may / has been constructed on the Larger Land and appurtenant land(s) thereto.
- 1.23. "Direct Tax" or "Direct Taxes" shall mean income tax, corporate tax, or similar tax or levy, wherever and whenever charged, levied or imposed together with any interest and penalties in relation thereto.
- 1.24. "Exclusive Balcony/ Veranda/Open Terrace Area" or "EBVT Area" shall mean the floor area of the balcony (enclosed or open) and/or veranda and/or terrace and/or deck and/or elevation treatment and/or any other areas meant for the exclusive use of the Purchaser, other than the carpet area. EBVT Area is calculated prior to application of any finishes (i.e. on bare shell basis) and is subject to tolerance of (+/-) 3% (three per cent) on account of structural, design and construction variances. In case of any dispute on the measurement of EBVT Area, the same shall be physically measured after removing all finishes that have been applied/fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of EBVT Area.
- 1.25. "Extended DOP" shall have the meaning ascribed to it in Clause 10.1 below.
- 1.26. "FCAM Charges", if applicable, shall mean the Federation common area maintenance charges payable by the Purchaser *inter alia* for the maintenance of the Larger Property (excluding the Building) including property tax payable in respect of the Car Parking Spaces allocated to the Purchaser and the common areas of the Larger Property and amenities available to the Purchaser and excluding any and all BCAM Charges. FCAM Charges shall be applicable where the Project consists of more than one Ultimate Organization and will be as set out at **Annexure 6A (Other Amounts Payable before DOP)**.
- 1.27. "Federation" shall mean the apex body to be formed by and consisting of the ultimate organizations formed in respect of various buildings constructed/to be constructed in the Project, to maintain, administer and manage the Larger Property and the Project. This may be a company or a registered federation or any other management structure as permissible in Applicable Law. Till such time that the management of the Federation is handed over to the representatives of the ultimate organization(s) of each of the building(s) on the Larger Property, all rights and powers of the Federation shall vest in and be exercised by the Company.



- 1.28. "**Federation Conveyance**" shall have the meaning ascribed to it in Clause 14.4 below.
- 1.29. "**FEMA**" mean the Foreign Exchange Management Act, 1999.
- 1.30. "**FMC**" shall shall mean the facility management company which shall be responsible for maintenance and upkeep of the Common Area and Amenities of the Building/ Project..
- 1.31. "**Force Majeure**" shall mean an event of flood, fire, cyclone, earthquake, widespread disease, any other calamity caused by nature, any order of government which affects the ability of the Company to carry out works / raise moneys / get approvals.
- 1.32. "**FSI Free Constructed Spaces**" shall have the meaning ascribed to it in Clause 15.15 below.
- 1.33. "**Indirect Tax**" or "**Indirect Taxes**" means goods and services tax, service tax, value added tax, sales tax, stamp duty, customs and import duties, levy, impost, octroi, and, or, duty of any nature, whatsoever, whenever imposed and, or, levied, by any Authority, together with any interest and penalties in relation thereto, excluding any Direct Tax.
- 1.34. "**Interest**" shall mean simple interest at State Bank of India's (**SBI**) highest Marginal Cost of Lending Rate ("**MCLR**") + 2% (two per cent) per annum. The MCLR shall be taken as applicable on 1<sup>st</sup> (first) day of each quarter (1<sup>st</sup> January, 1<sup>st</sup> April, 1<sup>st</sup> July, 1<sup>st</sup> October) and the same shall be deemed to be the applicable MCLR for the said quarter. Provided further that if SBI MCLR is no longer in use, MCLR will be replaced by equivalent benchmark rate used by SBI.
- 1.35. "**Larger Property**" means the land with details as described in **Annexure 1** (*Description of Larger Property*). For clarity, there may be land parcels which may be added to / be reduced from the Larger Property, from time to time. For further clarity, there may be other building(s) and/or project(s) which will be constructed on the Larger Property.
- 1.36. "**Liquidated Damages**" shall mean an amount equivalent to 10% (ten per cent) of the Consideration Value and all other amounts payable under this Agreement, including, but not limited to, Other Charges, Maintenance Related Amounts and all Indirect Taxes thereto.
- 1.37. "**Loan**" shall have the meaning ascribed to it in Clause 7.1 below.
- 1.38. "**Maintenance Related Amounts**" shall include the amounts collected by the Company to be utilized towards the management of the affairs of the Building and/or the Larger Property including but not limited to BCAM Charges, Property Tax and Building Protection Deposit. An indicative list of Maintenance Related Amounts is at **Annexure 6A**.
- 1.39. "**Net Area**" shall mean the aggregate of the Carpet Area and the EBVT Area.
- 1.40. "**OC**" shall have the meaning ascribed to it in Clause 10.3 below.
- 1.41. "**Possession Demand Letter**" shall have the meaning ascribed to it in Clause 10.2 below.
- 1.42. "**Project**" shall mean the project with RERA registration number as stated in **Annexure 6** (*Unit and Project Details*) and with details as available with the concerned RERA authority (including current and proposed parts of the project). The



Project may be part of a layout on the Larger Property which may comprise of various other buildings and/or projects.

- 1.43. **"Property Tax"** shall mean the amounts payable by the Purchaser towards property tax for the Unit, and the proportionate share of common areas of the Building.
- 1.44. **"Purchaser Notice of Termination"** shall have the meaning ascribed to it in Clause 11.3.1(b) below.
- 1.45. **"Refund Amount"** shall mean:

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

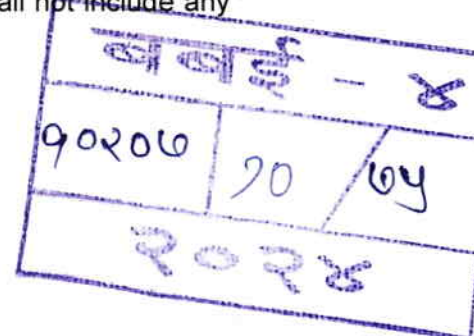
For avoidance of doubt, it is clarified that any amount paid by the Purchaser which has been utilized towards payment of Indirect Tax to any Authority shall not be refunded unless (and till such time that) the Company receives credit for the same from the relevant Authority.

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

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

- 1.46. **"Other Charges"** shall include all expenses shall include all expenses related to government, utility and infrastructure charges, more particularly stated in **Annexure 6A**.
- 1.47. **"RERA"** shall mean the Real Estate (Regulation and Development) Act, 2016 and the rules / regulations framed by the relevant State Government thereunder and any amendments thereto and / or the rules / regulations.
- 1.48. **"Service Providers"** shall have the meaning ascribed to it in Clause 15.15 below.
- 1.49. **"Shortfall Amount"** shall have the meaning ascribed to it in Clause 16.3 below.
- 1.50. **"Structural Defects"** shall mean any defect related to the load bearing structure of the Building and water proofing. It is further clarified that this shall not include any

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other non-load bearing elements or defects for reasons not attributable to the Company.

- 1.51. "Taxes" shall mean and include Direct Tax and Indirect Tax.
- 1.52. "Transfer" shall mean the sale, transfer, assignment, directly or indirectly, to any third party of:
- 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.

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

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

## 2. RULES FOR INTERPRETATION

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

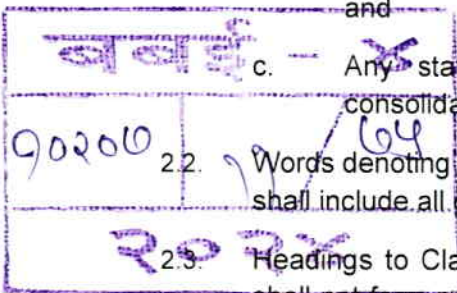
- Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
- All statutory instruments or orders made pursuant to a statutory provision; and
- Any statutory provision of which these statutory provisions are a consolidation, 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.
- 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.
- 2.15. Applicability of clauses: In the event the OC has been received by the Company before the execution of this Agreement:
- a. Clause 1.44 (Purchaser's Notice of Termination), Clause 1.45.2 (Refund Amount), Clause 11.2.3 (Prolonged Stoppage of Construction), Clause 11.3 (Purchaser's Right to Terminate) shall not be applicable to the Parties and deemed to be deleted under this Agreement;

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- b. The reference to the term 'On termination of this Agreement by either Party in accordance with the provisions of this Clause 11' under Clause 11.4.1. shall be read and construed as 'On termination of this Agreement by the Company in accordance with the provisions of this Clause 11';
- c. All the references in this Agreement to the term 'shall obtain OC' shall be read and construed as reference to 'has obtained the OC';
- d. Annexure 9 (Purchaser's Notice of Termination) and the reference in relation to Annexure 9 shall stand deleted.

3. **DISCLOSURES AND TITLE -**

- 3.1. The Purchaser hereby declares and confirms that prior to the execution of this Agreement: (i) the Company has made full and complete disclosure of its title to Larger Property; (ii) the Purchaser has taken inspection of all the relevant documents; and (iii) the Purchaser has, in relation to the Unit/ Building/ Larger Property, satisfied himself of *inter alia* the following:
  - a. Nature of the Company's right, title and encumbrances, if any;
  - b. The Approvals (current and future);
  - c. The drawings, plans and specifications; and
  - d. Nature and particulars of fixtures, fittings and amenities.

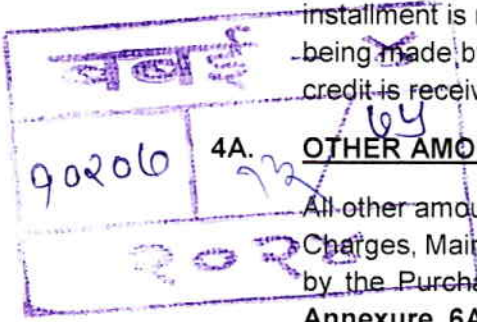
3.2. The Purchaser confirms that the Purchaser has entered into this Agreement out of his own free will and without any coercion, and after reviewing and understanding the draft of this Agreement. The Purchaser has obtained suitable advice prior to entering into this Agreement and the Agreement is being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

4. **AGREEMENT TO SELL AND CONSIDERATION**

- 4.1. The Purchaser hereby agrees to purchase/ acquire from the Company and the Company hereby agrees to sell to the Purchaser, the Unit for the Consideration Value as set out in **Annexure 6 (Unit and Project Details)**, subject to the terms and conditions mentioned herein and the Approvals.
- 4.2. The Consideration Value shall be paid by the Purchaser to the Company from time to time in the manner more particularly described at **Annexure 6 (Unit and Project Details)**. The Purchaser shall be responsible for ensuring that payment of each installment is made within 14 (fourteen) days of the demand for the said installment being made by the Company. Payment shall be deemed to have been made when credit is received for the same by the Company in its account.

4A. **OTHER AMOUNTS PAYABLE**

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



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**4B. TERMS OF PAYMENT**

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

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

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

- a. **Firstly**, towards the Cheque Bouncing Charges in case of dishonor of any cheque issued by the Purchaser;
- b. **Secondly**, towards Interest due as on the date of payment;
- c. **Thirdly**, towards costs and expenses for enforcement of this Agreement and recovery of the Consideration Value along with all other amounts payable under this Agreement, including, but not limited to, Other Charges and Maintenance Related Charges, dues and Taxes payable or any other administrative or legal expense incurred by the Company on account of delay in payment by the Purchaser and consequential actions required to be taken by the Company; and
- d. **Fourthly**, towards outstanding dues, including Consideration Value and any other amounts payable in respect of the Unit or under this Agreement, including, but not limited to, Other Charges, Maintenance Related Charges and all Indirect Taxes thereto.

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

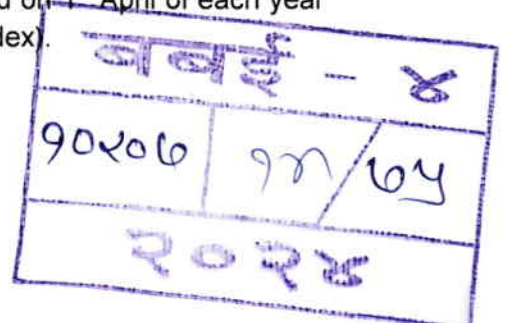
4B.3 In case of the dishonor of any cheque, the Cheque Bouncing Charges will be payable by the Party which issued the cheque in question.

4B.4 The Parties agree that, in addition to the Interest, in case of every instance of delayed payment, the Company shall be entitled to recover from the other Party responsible for such delayed payments, all costs associated with the administrative actions related to follow-up and recovery of such delayed payments, which are estimated to be 2% (two per cent) of the amount of the delayed payment per instance (subject to minimum of Rs. 20,000/- (Rupees Twenty Thousand Only) per instance of delayed payment in 2023 and shall be revised on 1<sup>st</sup> April of each year as per rate of Reserve Bank of India's consumer price index).

**5. CONSTRUCTION AND DEVELOPMENT**



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- 5.1. The Company shall, subject to the terms hereof, construct/has constructed the Building in accordance with the Approvals and, or, plans and amendments thereto as approved by the relevant Authorities.
- 5.2. The Purchaser is aware that while the Company has obtained some of the Approvals, certain other Approvals (or amendments to current Approvals) may be received from time to time. Having regard to the above position, the Purchaser has entered into this Agreement without any objection or demur and agrees not to raise and waives his right to raise any objection, in that regard.
- 5.3. Subject to the remaining provisions of this clause, the Parties agree that the Company may make amendments to the plans or layouts of the Building and the Project as required for the execution of the Project or as may be directed by the competent Authorities. This may include any change wherein the Company, if permitted by the relevant Authorities, transferring the construction permissible on the Larger Property to any other property or transferring to the Larger Property the construction permissible on any other property at any time prior to conveyance of the Larger Property to the Federation/ Ultimate Organization. The Purchaser gives his consent for such changes, provided such changes shall not result in change in location of the Unit (with respect to its direction on a given floor), lowering of the Unit (with respect to its height above ground) or reduction in the Net Area more than 3% (three per cent) of the Net Area. In case a change is proposed which adversely impact any of the aforesaid factors, separate written consent shall be obtained from the Purchaser.
- 5.4. The Purchaser is aware and agrees that the Company shall allow various balcony/verandah/ open terraces (including the one located at the top of the Building) to be used, partly or wholly, by one (or more) unit purchaser(s) in the Building and such unit purchaser(s) shall have exclusive right to use the said areas as per the terms of the arrangement between the Company and the said unit purchaser(s). The Purchaser agrees not to raise any objection or make any claims in that regard and the claims in that regard shall be deemed to have been waived. In terms of the above, the Company shall be, at absolute liberty, to allot/assign the said right to such person/s in the manner as the Company may deem fit and 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, Other Charges, or any part/ portion thereof (whether or not the Company is in full receipt of the same as of a particular date), in the manner that the Company may, in its sole and absolute discretion, deem fit. The Purchaser hereby further agrees and acknowledges that the Company may, from time to time, raise finance through any instrument, modes, avenues, options or markets available to the Company, whether in India or worldwide, as permissible under Applicable Law, which may include but not be limited to; procuring such financing from; any private or public institution; issuance of a security, bond, or any instrument, of any nature whatsoever, debt or equity, including redeemable or convertible (fully or partially or optionally) or non-convertible, in the primary / secondary market (whether through private placement or by way of a public offer); from any financial institutions, banks, funds and, or, any other vehicle, instrumentality, entity, body corporate or person, onshore or offshore, as the case may be. Accordingly, the Purchaser hereby grants his irrevocable consent to the Company to sell, assign, transfer, securitize, dispose-off, utilise or

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deal with, in a manner suitable to the Company (without requiring specific consent from the Purchaser), the Consideration Value and other amounts payable under this Agreement, including, but not limited to, Other Charges and/or part thereof and any amounts received/ receivable by the Company hereunder, including without limitation, the right to directly receive from the Purchaser such amounts pertaining to the Consideration Value and/or other amounts payable under this Agreement, including, but not limited to, Other Charges and, or, part thereof and, or, any amounts payable by the Purchaser herein.

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

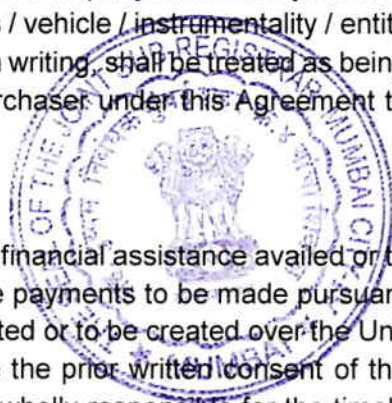
7. **LOANS AGAINST THE UNIT**

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

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

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

7.4. The Purchaser indemnifies and hereby agrees to keep harmless and indemnified the Company and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Company and its successors and assigns may suffer or incur by reason of any action that any bank/ financial



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institution may initiate on account of the Loan or for the recovery of the Loan or any part thereof or on account of any breach by the Purchaser of the terms and conditions governing the Loan.

8. **CAR PARKING**

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

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

9. **REGISTRATION**

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

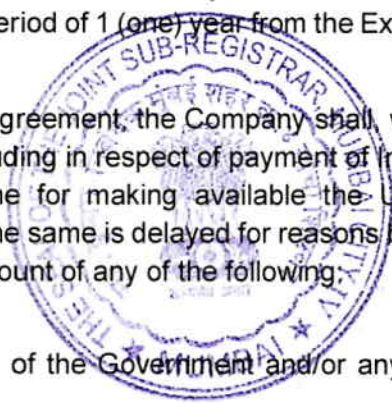
10. **POSSESSION**

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

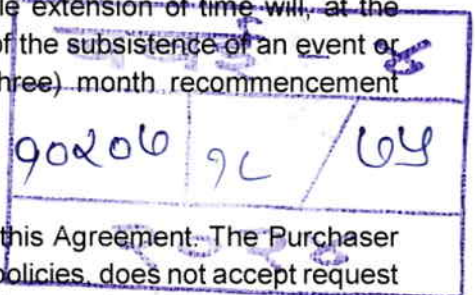
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- 10.2. The Purchaser shall make full payment of all amounts payable under this Agreement within 14 (fourteen) days of the Company intimating him, in writing, that the Unit is ready for possession ("**Possession Demand Letter**") and shall thereafter, take possession of the Unit. In the event the Purchaser fails and, or, neglects to take possession of the Unit within 2 (two) months from the date of the Possession Demand Letter, the Purchaser shall be liable to pay demurrage charges to the Company at the rate of Rs. 10/- (Rupees Ten) per square foot of Net Area per month or part thereof from the expiry of the aforementioned 2 (two) month period till such time the Purchaser takes the possession of the Unit. The amounts payable by the Purchaser pursuant to this Clause 10.2 shall be in addition to the CAM Charges. Notwithstanding the aforesaid, it shall be deemed that the Purchaser has taken possession of the Unit on the expiry of the 2 (two) months from the date of the Possession Demand Letter and the Purchaser alone shall be responsible/ liable in respect any loss or damage that may be caused to the Unit after this date.
- 10.3. The Company shall obtain occupation certificate for the Unit ("**OC**") (which shall also be deemed to be the Completion Certificate, if required, under Applicable Law) at any time prior to the Extended DOP. The OC may be for part or whole of the Building. Further, the Company shall endeavor to make available the key Common Areas and Amenities in respect of the Building within a period of 1 (one) year from the Extended DOP.
- 10.4. Notwithstanding any other provision of this Agreement, the Company shall, without being liable to the Purchaser in any way including in respect of payment of interest, be entitled to reasonable extension of time for making available the Unit for possession or completion of said Building if the same is delayed for reasons beyond the control of the Company, including on account of any of the following:
- 10.4.1. War, civil commotion or act of God;  
 10.4.2. Any notice, order, rule or notification of the Government and/or any other public or competent Authority/ court.



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



11. **TERMINATION**

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

**Company's Right to Terminate**

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

Provided that upon such First Default occurring, the Company shall give 1<sup>st</sup> notice of 14 (fourteen) days after his/her first default to the Purchaser. If the Purchaser fails to make payments of all outstanding amounts by 15th day from the aforesaid 1st notice, the same shall constitute the "**Second Default**". Thereafter, the Company shall give the 2<sup>nd</sup> notice of another 7 (seven) days to rectify the breach. If all outstanding amounts are not paid in full by 8<sup>th</sup> day from such 2<sup>nd</sup> notice, the same shall constitute "**Third Default**". Upon Third Default, the Company shall have the right (but not an obligation) to terminate this Agreement without any further notice or upon the Purchaser committing any 3 (three) defaults in making payment of any amounts due and payable by the Purchaser as per this Agreement (including Annexure 6 (Unit and Project Details) and Annexure 6A (and Interest thereon, if any)) on the respective due date.

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

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

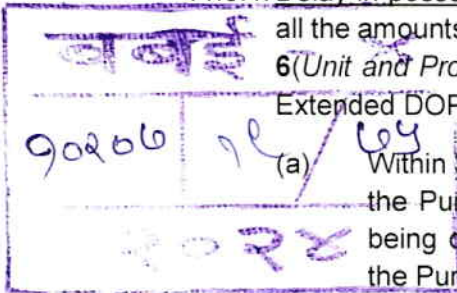
11.2.2. Attempt to Defame: The Purchaser agrees not to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building / Project / Larger Property or the Company or its representatives. In the event, the Purchaser does 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.

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

**Purchaser's Right to Terminate:**

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

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



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

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

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

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

#### 11.4.2. Cancellation Deed

- (a) Upon termination, the Purchaser shall execute a cancellation deed in the format specified by the Company ("**Cancellation Deed**") and such other documents as may be required for cancellation of the Units and be required to register the same as per the timelines specified by the Company and undertake all actions as may be required to give effect to this provision.
- (b) To give effect to this provision of Clause 11.4.2(a) above, the Purchaser hereby irrevocably nominates, constitutes and appoints Mr. Surendran Nair, Mr. Rahul Wandekar and Mr. Pandhari Kesarkar, jointly and/ or severally, whose signatures are annexed hereto in **Annexure "10"**, (hereinafter referred to as, the "**Attorney**") to be his/her/its true and lawful Attorney to act for and on behalf of the Purchaser and in the name of the Purchaser, for doing all or any of the acts, deeds, matters and things pertaining to cancellation of the Unit and incidental matters thereto and to undertake any of the following actions on behalf of the Purchaser:
- (i) To execute all such documents as may be required for cancellation of the Unit, including, but not limited to, execution of the Cancellation Deed;
- (ii) To appear before and deal with the concerned Sub-Registrar of Assurances for the purpose of registration of the cancellation deed, affidavits, confirmation deeds and all other ancillary documents executed in respect of cancellation of the Unit upon the same being duly registered; and
- (iii) To undertake all actions as may be required to give effect to this Clause.
- (c) Without prejudice to the provisions of Clause 11.4.2(b) above, in the event the Purchaser fails to personally appear for the execution and/or registration of the Cancellation Deed upon 7 days' notice being given for the same by the Company, then the Purchaser shall be obliged to pay a 'non co-operation charge' of an amount equivalent to 5% percentage of the Consideration Value under this Agreement and the same shall be reduced from the Refund Amount.

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

11.5. Both Parties have entered into this Agreement, knowing fully well that the Consideration Value and other amounts payable under this Agreement, including,

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

12. **DEFECT LIABILITY**

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

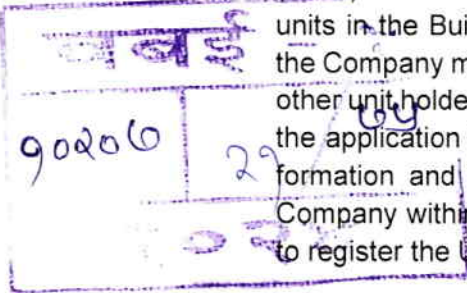
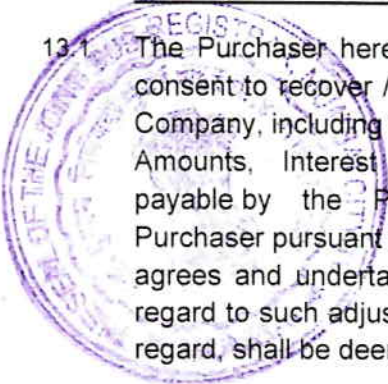
13. **SET OFF / ADJUSTMENT**

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

14. **ULTIMATE ORGANIZATION AND FEDERATION**

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

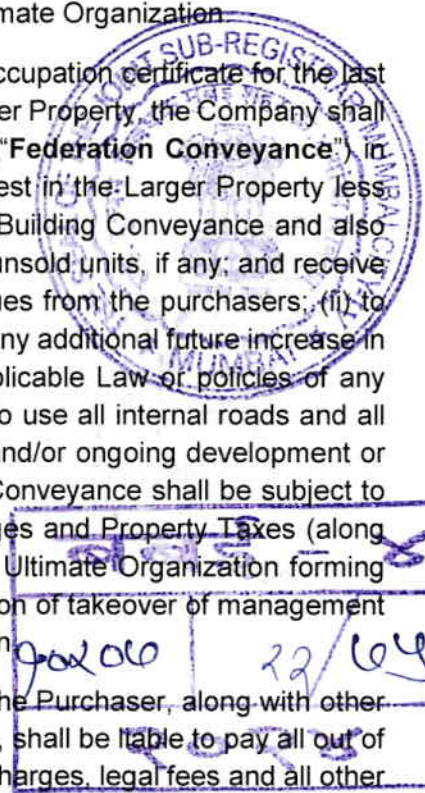
14.2. Where the Project consists of more than one building, separate ultimate organizations may be formed in respect of each building. The Company will apply for the registration of the Federation consisting of all such ultimate organizations within 3(three) months from the date of receipt of the full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



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necessary for the formation and registration of Federation and return the same to the Company within 7 (seven) days from receipt thereof so as to enable the Company to register the Federation.

- 14.3. Within 1 (one) month from the date of full occupation certificate in respect of the Building, the Company shall share a Deed of Conveyance with the Ultimate Organization ("**Building Conveyance**") in respect of the structure of the Building along with the FSI consumed in the Building subject to the right of the Company (i) to dispose of unsold units, if any and receive the entire consideration amount and outstanding dues from the purchasers; (ii) to consume the entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in Applicable Law or policies of any Authority on the Larger Property; (iii) to use all internal roads and all the facilities, amenities and services for such future and/or ongoing development or otherwise. The above execution of the Building Conveyance shall be subject to payment of any outstanding amounts of CAM charges and property taxes (along with interest thereon) owed by the members of the Ultimate Organization to the Company and completion of takeover of management of the affairs of the building by the Ultimate Organization.
- 14.4. Within 3 (three) months from the receipt of the full occupation certificate for the last of the building which is to be constructed on the Larger Property, the Company shall share a Deed of Conveyance with the Federation ("**Federation Conveyance**") in respect of all of the Company's right, title and interest in the Larger Property less the Demarcated Area subject to and excluding the Building Conveyance and also subject to the right of the Company (i) to dispose of unsold units, if any; and receive the entire consideration amount and outstanding dues from the purchasers; (ii) to consume the entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in Applicable Law or policies of any Authority on the Project / Larger Property; and (iii) to use all internal roads and all the facilities, amenities and services for the future and/or ongoing development or otherwise. The above execution of the Federation Conveyance shall be subject to payment of any outstanding amounts of CAM charges and Property Taxes (along with interest thereon) owed by the members of the Ultimate Organization forming part of the Federation to the Company and completion of takeover of management of the affairs of the Larger Property by the Federation.
- 14.5. The Purchaser hereby agrees and undertakes that the Purchaser, along with other unit holders in the Ultimate Organization/ Federation, shall be liable to pay all out of pocket expenses including stamp duty, registration charges, legal fees and all other applicable levies and Taxes, administrative expenses on the Building Conveyance and Federation Conveyance or any kind of document whereby ownership rights of the Building/ Larger Property are transferred to the Ultimate Organization/ Federation.
- 14.6. It is further clarified that save and except the rights agreed to be conferred upon the Purchaser and/or the Ultimate Organization and/or the Federation, no other rights are contemplated or intended or agreed to be conferred upon the Purchaser or the Ultimate Organization or the Federation, in respect of the Unit/ Building/ Larger Property and in this regard, the Purchaser for himself and the Ultimate Organization/Federation, waives all his rights and claims, and undertakes not to claim and cause the Ultimate Organization/Federation not to claim any such right in respect of the Building/ Larger Property.
- 14.7. The Purchaser acknowledges that the Demarcated Area shall be transferred by the Company to a charitable trust /its non-profit nominee which shall be managed by



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such charitable trust /its non-profit nominee at its sole discretion and the Ultimate Organization / Federation shall have no involvement in this regard.

- 14.8. The Company hereby agrees that it shall, before execution of Building Conveyance/ Federation Conveyance as contemplated herein, make full and true disclosure of the nature of its title to the Larger Property as well as encumbrances and/or claims, if any in/over the Larger Property. The Company shall, as far as 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 FMC. For clarity, the FMC may be a related concern and/or internal arm of the Company. The FMC will be appointed by the Company for a period of 180 (one hundred eighty) months ("Term"), commencing from the date on which the last unit in the Building is offered for possession in consideration of reimbursement of all direct costs (including all manpower and overhead costs) incurred along with a margin of 20% (twenty per cent) margin on such costs and all applicable Taxes. The Purchaser along with the other purchasers in the Building shall undertake and cause the Ultimate Organization to ratify the appointment of the FMC as aforesaid. On the expiry of the 180 (one hundred eighty) months period, the Ultimate Organization / Federation may decide to ask the FMC to discontinue management of the Common Areas with the written consent of majority of all unit purchasers (in the Building / all building(s) on the Larger Property respectively). If such written consent is not received from the majority of unit purchasers of the Ultimate Organization / Federation (for the Building and Federation common areas respectively) within 2 (two) months from the expiry of the Term, the Term of the FMC shall be deemed to be extended by 60 (sixty) months. At the end of such extended term(s), the aforesaid process for discontinuing of FMC's services shall once again apply. Such discontinuation shall be applicable only once all pending dues (if any) of CAM Charges (BCAM and FCAM respectively) have been paid to the Company.

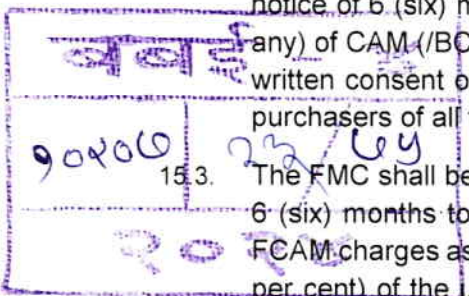
- 15.2. During the Term of the FMC, the Ultimate Organization shall be entitled to end the services of the FMC with advance written notice of 6 (six) months. Such notice may be issued only once all pending dues (if any) of CAM (/BCAM) have been paid to the Company and if such notice has the written consent of 75% (seventy five per cent "Special Majority") of the unit purchasers of the Building. Similarly, the Federation shall be entitled to end the services of the FMC with advance written notice of 6 (six) months. Such notice may be issued only once all pending dues (if any) of CAM (/BCAM) have been paid to the Company and if such notice has the written consent of the Special Majority i.e. 75% (seventy five per cent) of the unit purchasers of all the building(s) on the Larger Property.

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

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

**CAM Charges and Maintenance Related Amounts**

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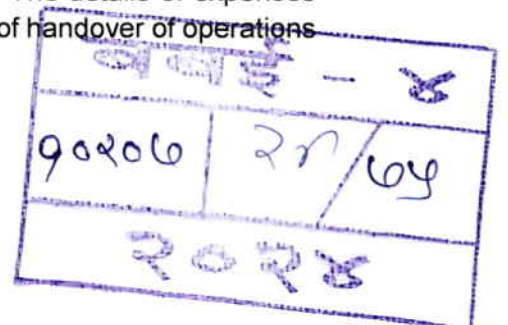


- 15.5. The costs related to the upkeep and maintenance of the Building / Project / Larger Property shall be to the account of and jointly borne by the relevant unit purchasers proportionate to the Net Area of each unit and shall be payable as the CAM charges as set out at **Annexure 6A**. The CAM charges shall not include the cost associated with diesel (or any other fuel) consumption, water consumption and electricity/ HVAC consumption within the Unit which shall be payable by the Purchaser on monthly basis based on actuals.
- 15.6. The Purchaser shall be obliged to pay the BCAM and FCAM charges in advance on or before the 1<sup>st</sup> day of each quarter to the Ultimate Organization and Federation respectively (and till such time that the Ultimate Organization and the Federation take over the management of the affairs of the Building and the larger development respectively, to the Company).
- 15.7. The Purchaser is aware that the CAM charges stated hereinabove are provisional and the said amount is subject to change as per updated estimates at time of initiation of possession. Further, these charges are subject to the revision every 12 (twelve) months after the Date of Offer of Possession by 7.5% (seven point five percent) to 10% (ten per cent) per annum. In case the increase is to be higher than this amount, the same will have to be mutually agreed between the Purchaser and the FMC.
- 15.8. For the avoidance of doubt, it is clarified that the CAM Charges shall commence from the CAM Commencement Date, regardless of whether the Purchaser takes possession on such date or not. The Purchaser undertakes to make payment of the estimated BCAM Charges and FCAM Charges for the period stated in **Annexure 6A** from the CAM Commencement Date.
- 15.9. The Purchaser is aware and hereby confirms that no CAM Charges shall be payable on any unsold unit(s) by the Company. For any unit, the CAM Charges shall commence on the date of offer of possession of the said unit after it is sold. However, in case of unit(s) that are unsold after receipt of OC in respect of such unit(s), the Property Tax in relation to such unit(s) shall be borne by the Company.
- 15.10. All Maintenance Related Amounts stated in **Annexure 6A** are compulsorily payable by the Purchaser in the future upon demand being raised by the Company/ Ultimate Organization/Federation, regardless of whether the Purchaser uses some of the facilities or not. Any delay or default in payment of the amounts under this Clause 15.10 shall constitute a breach of the terms of this Agreement and shall lead to suspension of access to the Club, parking and all other facilities provided by the Company/ Ultimate Organization/ Federation till such time all due amounts are paid together with Interest for the period of delay in payment. The Purchaser confirms that he/she/it shall pay interest on any delay (caused due to any reason, including where the Purchaser disputes the expenses audited as per the provision hereinbelow) in payment of Maintenance Related Amounts at the rate of 18% p.a. on such unpaid amounts till the date of such payment. Furthermore, any purchaser who has defaulted on payment of Maintenance Related Amounts for a period exceeding 60 (sixty) days shall not 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 CAM Charges 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

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of the Building by the Company to the Ultimate Organization and the FCAM charges shall be provided at the time of handover of operations of the common areas outside the Building by the Company to the Federation. The Company shall get the expense details audited by an auditor who has conducted statutory audit of one or more of top 500 listed companies in India (as per NIFTY 500) at anytime in the last 3 financial years prior to the aforesaid audit. Such audited expense statement shall be binding on the Purchaser as well as the Ultimate Organization and the Federation.

- 15.12. Any surplus amounts towards BCAM and/or FCAM lying with the Company shall adjusted against any current or future dues of the Purchaser, including in respect of Maintenance Related Amounts.

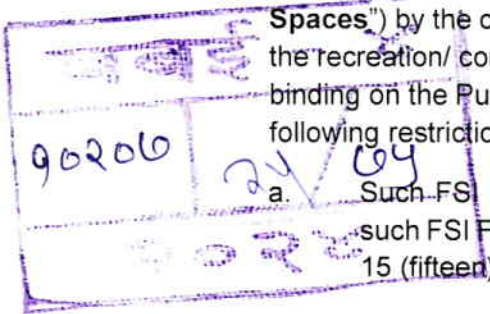
#### Club and Other Key Common Areas

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



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

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



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

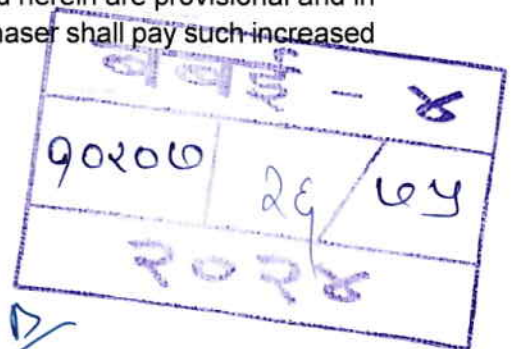
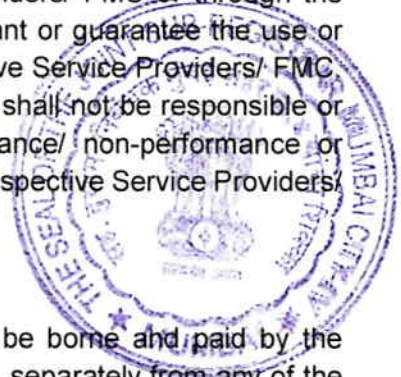
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- b. Upon formation of the Federation, the Federation shall have ownership of such FSI Free Constructed Spaces, subject to the other terms and conditions of the arrangements with the Service Providers.
- c. Any external members of such facility shall abide by the security, dress and behavioral guidelines that would apply to the residents of the Building.
- 15.16. The Purchaser is aware that the Company is not in the business of or providing services proposed to be provided by the Service Providers/ FMC or through the Service Providers/ FMC. The Company does not warrant or guarantee the use or performance of these services provided by the respective Service Providers/ FMC. The Parties hereto agree that the Company is not and shall not be responsible or liable in connection with any defect or the performance/ non-performance or otherwise in respect of these services provided by the respective Service Providers/ FMC.

16. **PROPERTY TAXES AND OTHER CHARGES**

- 16.1. Property Tax, as determined from time to time, shall be borne and paid by the Purchaser on and from the CAM Commencement Date, separately from any of the other considerations / levies/ charges/ CAM Charges, etc. The said amount shall be paid by the Purchaser on or before 30<sup>th</sup> April of each financial year, based on the estimate provided by the FMC, which shall be provided on or before 15<sup>th</sup> April of the relevant financial year.
- 16.2. The Purchaser undertakes to make payment of the estimated Property Tax for the first 18 (eighteen) months simultaneously with the CAM Charges becoming payable as per the terms stated herein.
- 16.3. In the event of a shortfall between the amount deposited with the Company by the purchasers towards Property Tax and the demand raised by the Authorities ("Shortfall Amount"), the Company shall inform the purchasers of such shortfall and the purchasers shall be liable to ensure that the same is paid to the Company within 14 (fourteen) days of receipt of intimation from the Company, failing which the Purchaser shall be liable to pay interest as levied by the concerned Authorities together with late payment charge amounting to 5% (five per cent) of the Shortfall Amount or such part of the Shortfall Amount remaining unpaid. The Company shall not be responsible for any penalty/delay/action on account of such Shortfall Amount and the same shall entirely be to the account of the purchasers.
- 16.4. In case there is any surplus amount lying with the Company after payment of the first bill of the Property Tax, the same shall be handed over to the Ultimate Organization within 3 (three) months of the Ultimate Organization taking charge of the affairs of the Building or the 3 (three) months from the date of payment of the first bill of the Property Tax, whichever is later.
- 16.5. If the Property Tax demand in respect of the Unit, comes directly in the name of the Purchaser, the amount paid by the Purchaser to the Company towards Property Tax for the Unit shall be refunded to the Purchaser within 14 (fourteen) days of the Company being informed by the Purchaser that such demand has been raised.
- 16.6. The Purchaser is aware that the Other Charges stated herein are provisional and in case the amount is higher than this amount, the Purchaser shall pay such increased amount as specified by the Company.

17. **BUILDING PROTECTION DEPOSIT**



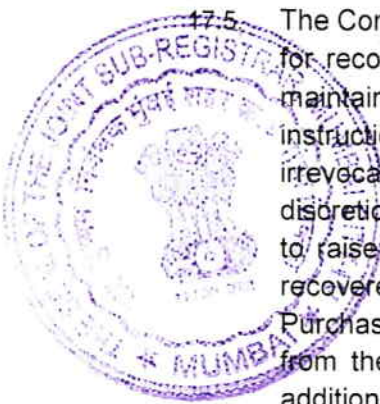
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- 17.1. The Purchaser shall, on or before the Date of Offer of Possession, pay to the Company, the Building Protection Deposit set out in **Annexure 6A** hereto.
- 17.2. The Building Protection Deposit shall be returned to the Purchaser after completion 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) earned from the development and sale to the Purchaser of the Unit shall be borne by Company.

	<p>19. <b><u>INTEREST</u></b></p>
<p>90266</p>	<p>19.1. The Purchaser agrees to pay to the Company, Interest (as defined at Clause 1.34) on all the amounts, including the Consideration Value, Other Charges, Maintenance Related Amounts, or any parts thereof, payable by the Purchaser to the Company</p>
<p>2022</p>	<p>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</p>

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Company and shall not constitute a waiver of the same by the Company, unless specifically provided by the Company in writing.

20. **PURCHASER'S COVENANTS**

20.1. The Purchaser, for himself and with the intention to 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 tenantable repair and proper condition from the Date of Offer of Possession and shall not do or suffer to be done anything in or to the Building against the rules, regulations or bye-laws of the Ultimate Organization / Federation or concerned local or any other Authority or change / alter or make addition in or to the Unit or the Building or any part thereof and shall:

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

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

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

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

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

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

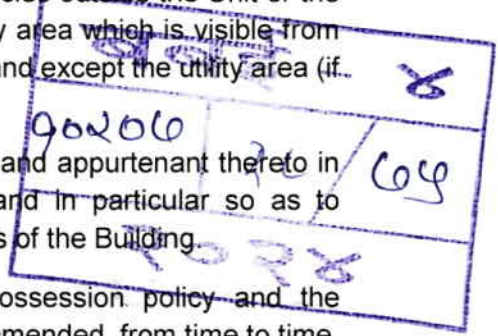
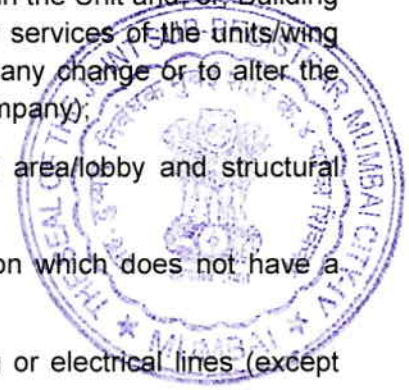
(vii) Not chisel or in any other manner damage or cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural elements in the Unit without the prior written permission of the Company and/or the Ultimate Organization;

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

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

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

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

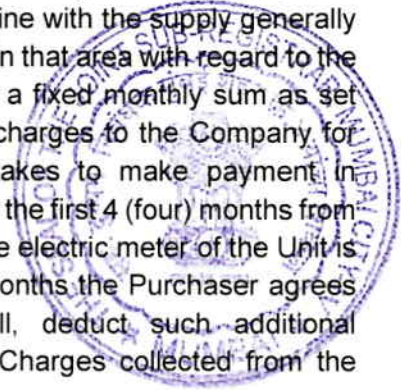


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- d. In the event 'Piped Gas Connection' is indicated as an amenity to be provided within the Unit/building, the Purchaser acknowledges and agrees that such connection will be provided by a third party service provider. As third party service providers generally provide for piped gas connections and supply of gas in a building only when a significant portion of the building is occupied, the Company shall endeavour to provide the piped gas connection and supply of gas through such connection within a period of 24 (twenty four) months from the Extended DOP. The Purchaser shall ensure and cause the Ultimate Organization to ensure that the Building is painted once every 5 (five) years from the Date of Offer of Possession and kept in good and proper condition.
- e. The Purchaser shall not store any goods which are of hazardous, combustible or of dangerous nature other than cooking gas in the Unit, which may damage the construction or structure of the Building or the storage of which is objected to by the concerned local or other Authority or the Ultimate Organization / Federation.
- f. The Purchaser shall not carry or cause to be carried heavy packages on upper floors which may damage or is likely to damage the staircases, common passages or any other structure of the Building, including entrances of the Building. In case any damage is caused to the Building on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of such breach.
- g. The Purchaser agrees and undertakes to cause the Ultimate Organization to ratify and confirm that the name of the Building and/or Ultimate Organization shall not be changed without the prior written consent of the Company.
- h. The Purchaser shall not allow the Unit to be used for user different from the nature of the user as approved by the authorities in the plan at the time of OC 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. Similarly, no office unit shall be used for storage or retail use.
- i. The Purchaser shall use the Car Parking Space only for purpose of parking the Purchaser's own vehicles.
- j. The Purchaser shall ensure that the key common areas of the Building viz. entrance lobby, garden & play areas, temple (if applicable) are maintained as per the highest standards with regular cleaning and maintenance. The Purchaser shall further ensure that refurbishing / major overhaul is done every 5 years, starting from Date of Offer of Possession.
- k. The Purchaser is aware that certain parts of the Wing/ Building/ Project including Otta, Parking, Garden, Terrace etc. shall be allocated for exclusive use of certain unit(s). The Purchaser covenants not to raise any claim or dispute in respect of such otta/parking/garden/terrace allotted for the exclusive use of any other unit(s) as well as any space available for hoardings/equivalent and all of these are agreed to be retained and/or allotted by the Company as restricted amenities. The price of the Unit has been determined taking this into consideration and the Purchaser waives his right to raise any dispute in this regard.



- l. To pay to the Company within 7 (seven) days of demand by the Company the Purchaser's share of security deposit demanded by concerned local Authority or government for giving water, electricity or any other service connection to the Building in which the Unit is situated.
- m. To pay to the Company within 7 (seven) days of demand by the Company, the Purchaser's share of HVAC and diesel consumption charges in the Unit which will be calculated on a pro-rata basis.
- n. 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.
- o. 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.
- p. The Purchaser understands and agrees that the Purchaser shall not sell, lease, let, sub-let, transfer, assign or part with Purchaser's rights, title, interest or benefit under this Agreement or part with the possession of the Unit till such time all the amounts payable by the Purchaser are paid in full and the Purchaser is not in breach of any of the terms and conditions of this Agreement. Any sale/transfer/lease etc. of the Unit shall require written approval/ no-objection letter ("**NOC**") from the Ultimate Organization as well as the Federation (separately, and till such time that the Ultimate Organization and the Federation take over the management of the affairs of the Building and the larger development respectively, of the Company) to ensure that the inherent nature of the Ultimate Organization and/or Federation is not compromised by bringing in any member who does not subscribe to the guidelines and/or objectives of the Ultimate Organization and/or Federation. The Purchaser further agrees that in the event of any breach of any conditions, covenants or obligations under this Agreement, including but not limited to conditions pertaining to fit-out and maintenance of the Unit, the Purchaser shall rectify and cure such breach to the satisfaction of the Ultimate Organization/Federation/Company, prior to obtaining such NOC. The Purchaser is aware that at the time of issuance of such NOC, the Purchaser (or party acquiring the interest, as they may mutually agree) will be required to clear all outstanding dues on the Unit, including but not limited to, CAM charges, Property Tax, utility bills, along with interest and/or penalty thereon, and further, make deposits of CAM Charges and Property Tax for duration as maybe specified by the entity issuing such NOC. Any document for sale/transfer/lease etc. which is entered into without obtaining written approval of the Ultimate Organization



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and the Federation (and till such time that the Ultimate Organization and the Federation take over the management of the affairs of the building and the larger development respectively, of the Company) shall be invalid and liable to be cancelled.

- q. The Purchaser is aware that certain parts of the Larger Property are earmarked for exclusive use by the residents of the specific building(s) / unit(s) and the Purchaser hereby agrees to not interfere in any manner, direct or indirect, with such exclusive right to use the earmarked areas and waives any right or claim in this regard.
- r. The Purchaser acknowledges and confirms that this Agreement along with any other documents, letters etc. executed in relation to this Agreement may be shared by the Company with the co-promoter or a joint developer of the Project, if any.
- s. The Purchaser agrees and acknowledges that the sample unit constructed by the Company and all furniture's, items, electronic goods, amenities etc. provided thereon are only for the purpose of show casing the unit and the Company is not liable/required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the sample unit, other than as expressly agreed by the Company under this Agreement.
- 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.

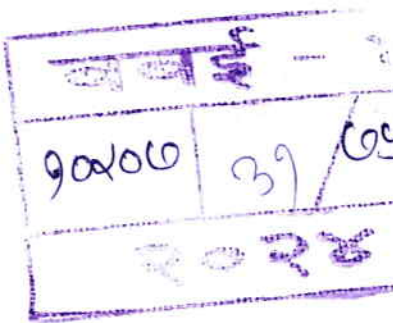


Until the Building Conveyance/Federation Conveyance in favour of the Ultimate Organization/Federation is executed and the entire Project is declared by the Company as completed, the Purchaser shall permit the Company and their surveyors and agents, with or without workmen and others, at all reasonable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

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

- 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

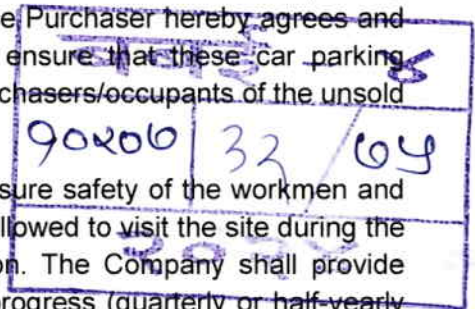
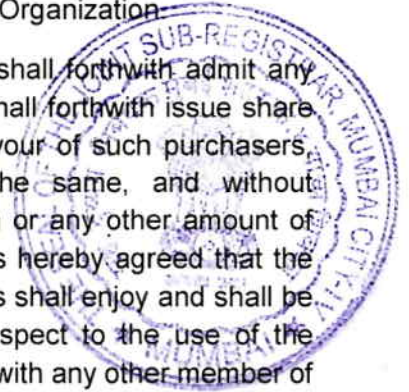
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the Ultimate Organization to agree and ratify that the Company has) the absolute, unconditional and irrevocable right to sell, transfer, lease, encumber and, or, create any right, title or interest in the unsold units, without any consent/no-objection,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

- x. The Purchaser agrees and acknowledges that it shall forthwith admit any purchasers of units in the Building / Project and shall forthwith issue share certificates and other necessary documents in favour of such purchasers without raising any dispute or objection to the same, and without charging/recovering from them any fees, donation or any other amount of whatsoever nature in respect thereof. Further, it is hereby agreed that the purchaser/lessees/occupants of these unsold unit/s shall enjoy and shall be entitled to enjoy all rights and privileges with respect to the use of the Common Areas and Amenities and facilities at par with any other member of the Ultimate Organization/Federation. In the event of a violation or breach of the covenants at Sub-Clause 20.1(w) and (x), the Purchaser will be liable to pay an amount equivalent to 1% (one per cent) of the Consideration Value and all other amounts payable under this Agreement, including, but not limited to, Other Charges, Maintenance Related Amounts and all Indirect Taxes thereto for each month of delay caused.
- y. The Purchaser hereto agrees and acknowledges that at the time of handover of the Ultimate Organization, the Company shall earmark certain car parking spaces for use by such unsold units and the Purchaser hereby agrees and shall cause the Ultimate Organization to ensure that these car parking spaces are kept available for use by the purchasers/occupants of the unsold units.
- z. The Purchaser is aware that in order to ensure safety of the workmen and the Purchaser, the Purchaser shall not be allowed to visit the site during the time that the Building is under construction. The Company shall provide photographic updates of the construction progress (quarterly or half-yearly basis). The Purchaser shall be given the opportunity of inspecting the Unit only after making payment of the Consideration Value and all other amounts payable under this Agreement, including, but not limited to, Other Charges, Maintenance Related Amounts and all Indirect Taxes thereto.
- aa. Upon and after handover of the management of the Building to the Ultimate Organization, the Ultimate Organization (and its members) will be responsible for fulfillment of all obligations and responsibilities in relation to



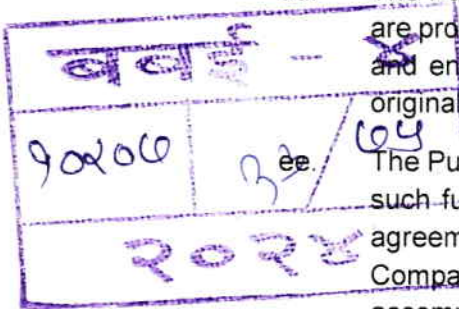
approvals / permissions as may be required by the concerned Authorities from time to time.

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



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

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



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

21. **SPECIAL CONDITIONS**

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

22. **MISCELLANEOUS**

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

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

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

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

23. **DISPUTE RESOLUTION AND GOVERNING LAW**

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

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

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

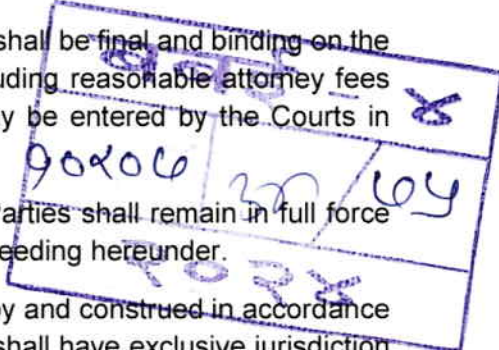
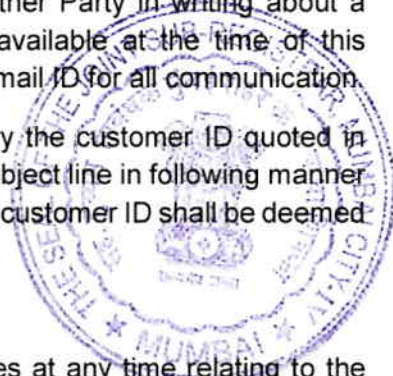
23.4. This Agreement and rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceeding hereunder.

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

24. **SEVERABILITY**

24.1. If at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under Applicable Law that shall not affect or impair the





legality, validity or enforceability of any other provision of this Agreement and all other provisions of the Agreement shall survive.

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

25. **WAIVER**

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

26. **ENTIRE AGREEMENT**

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

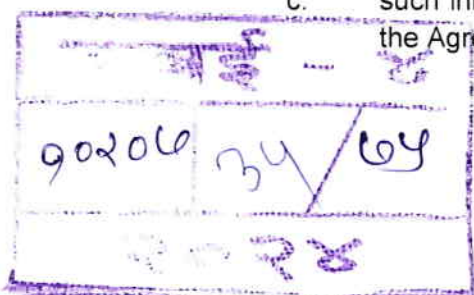
27. **CONFIDENTIALITY**

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

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

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

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



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**Annexure 1**

*(Description of Larger Property)*

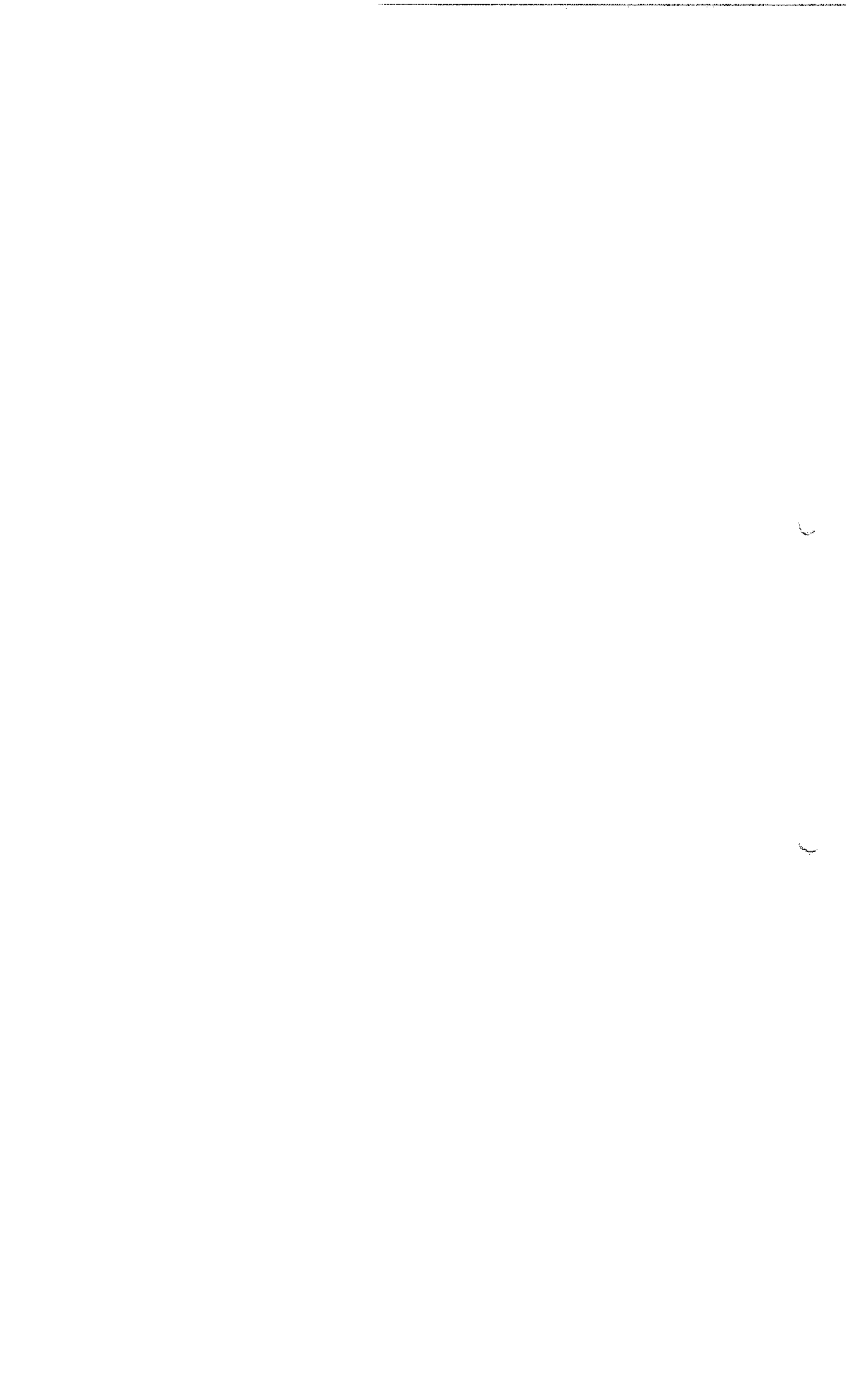
Plot No.	Block-C
Land use of the Plot	(C1-Zone)
Plot Area in sq. mt.	92,600 sq. mtr.
Lease Period	65 years

lying being and situated in Cadastral Survey no. 8 of Village Salt Pan, Mumbai City district.



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**Annexure 2**  
(Chain of Title)

- A. By an Agreement to Lease dated 1<sup>st</sup> August, 2011 executed between MMRDA, therein referred to as 'the Licensor/ the Authority' of the one part and Lodha Crown Buildmart Private Limited (LCBPL), therein referred to as 'the Licensee' of the Other part, MMRDA granted license and authority to LCBPL to enter upon the said Larger Property for the purpose of carrying out development of the same by erecting building/s thereon and further agreed to grant lease of the said Larger Property for the term of 65 years subject to compliance of the terms, covenants and conditions set out therein.
- B. In view of the aforesaid, LCBPL i.e. the Company herein is entitled to enter upon the said Larger Property and develop the Building and sell the units therein subject to the terms and conditions of the aforesaid Agreement to Lease dated 1<sup>st</sup> August 2011 and the NOCs and approvals to be issued by the MMRDA.
- C. The name of LCBPL has now been changed to Bellissimo Crown Buildmart Private Limited and Certificate of Incorporation pursuant to name change has been issued by the Registrar of Companies on 6 April 2017.



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REPORT ON TITLE

Re: Land situated and lying in Cadastral Survey No. 8 of Village Salt Pan Mumbai City District being Plot No Block-C (C1-Zone) measuring 9200 sq.mts. at Wadala Truck Terminal, Mumbai (Plot of land)

- 1. I have prepared this Title Opinion in respect of the above plot of land more particularly described in the Schedule hereunder written, on the basis of various title documents of the transaction as hereinafter mentioned...
2. For the purpose of reference I have reviewed:
(a) Bid/Tender Document with annexures thereto annexed.
(b) Undated Minutes of the Pre-Bid Meeting held between the Authority and the Bidders.
(c) Minutes of the After Bid Meeting held on 06/05/2010 between Mumbai Metropolitan Regional Development Authority and the Company.
(d) Offer Letter bearing No. MMRD/16/CVT/161010 dated 22nd November 2010 and the Lay Out Plan annexed thereto for the said Plot of land measuring 9200 sq.mts.
(e) Acceptance Letter dated 24/11/2010 by the said Company to the said Authority.
(f) Agreement to Lease dated 1st August 2011 executed between Mumbai Metropolitan Regional Development Authority of the One Part and Lotha Crown Submart Private Limited of the Other Part.

Terminal' (WTT) (being referred hereto as larger land) pursuant to the Government of Maharashtra vide Notification No. TPB-430/CH-214/05 dated 03/12/2005 under section 40 (1)(c) of Maharashtra Regional and Town Planning Act, 1966

- 3. In consequence thereof, the said Authority issued and processed of an interleave well and sufficiently defined to ALL THAT said larger land and any part thereof with right to deal with and dispose the same in the manner permitted under the provisions of the MMRD (Deposit of Land) Regulation, 1977.
4. Accordingly, the said Authority has laid out said larger land in plots of varying sizes and oriented to develop them by laying out roads and other amenities to provide for necessary infrastructure.
5. Subject to Mumbai Metropolitan Regional Development Authority (Deposit of Land) Regulations, 1977 and other rules and regulations, the said Authority has for the purpose of disposing of the plot of land bearing Plot No Block-C (C1-Zone) measuring 9200 sq.mts. hereinafter referred to as 'the said plot of land' forming part of the said larger land floated a bid tender document, in the form of Booklet, providing terms and conditions with annexures thereto including various Terms of Bid, particularly Agreement to Lease, for the auction sale of the said plot of land. In pursuance of the said Authority invited bid from the public at large by advertisement for disposal of the said plot of land on lease basis on the terms, conditions and conditions stated in the Bid Tender Document.
6. Under the instructions and aegis of Metropolitan Commissioner, Mumbai, a public auction sale of the said Plot of land held on 23rd April 2010 at Mumbai, Lotha Crown Submart Private Limited incorporated Company under Companies Act, 1956 (being referred as 'the said Company') was declared as a successful highest bidder and/or prospective licensee to lease on opening of the tenders, being highest bid of Rs.4050 Crores (Rupees Four Thousand Fifty Crores only) given by them to lease on lease basis in reference for the purpose of development of the said plot of land.
7. Pursuant thereto, it was resolved that the said plot of land is being offered to be leased out on certain mandatory terms, conditions and conditions to the successful highest bidder i.e. the said Company as per the Resolution.

passed at the 12th meeting of the Board of Authority held on 24/08/2010 subject to terms and conditions mentioned in the Bid/Tender document.

- 10. In the bid/tender as aforesaid in the matter the said Authority by and under its Letter Offer for Allocation of Plot No Block-C (C1-Zone) under No. MMRD/16/CVT/161010 dated 22nd November 2010 (annexed hereto copy of the Booklet Form showing location of the plot) addressed to the said Company, prior to the said plot of land subject to terms and conditions set out therein.
11. The said Company by and under letter dated 24th November 2010 confirmed and conveyed free acceptance of the offer of allotment of the said plot of land.
12. Later on, the said Company by their letter dated 22nd February 2011, had made payment of Rs.300 Crores (Rupees Three Hundred and Eighty Crores Only) by adjusting earnest money for Rs.25 Crores already deposited with the said Authority within stipulated period of 30 months from the date of the said Offer Letter, as stated therein.
13. In the premises aforesaid, by an Agreement to Lease in Form 'D' dated 1st August 2011 executed between Mumbai Metropolitan Regional Development Authority as the Licensor/Authority of the One Part and Lotha Crown Submart Private Limited as the Licensee of the Other Part the said Authority granted license and authority to Licensee to enter upon the said plot of land from particularly described in Land Schedule 'D' (Schedule) being referred as lease plot of land hereto, to carry out development by erecting buildings thereon and further agreed to grant lease of the said plot of land for the term of 05 years for the premium amount of Rs.4050 Crores and other amounts on terms, conditions and conditions stated therein.
14. On the basis of the findings contained in the report and an execution of Agreement to Lease dated 1st August 2011 executed between Mumbai Metropolitan Regional Development Authority of the One Part and Lotha Crown Submart Private Limited of the Other Part, I am of the opinion that subject to the payment of balance amount of premium as stated under the Agreement to Lease, the said Company is entitled to develop the said Plot of land free from encumbrances in accordance with the sanction plan by Transport and Communication Division of the said Authority and upon completion of development of the said Plot of land in

In accordance with the Agreement to Lease MMRD dated 01/08/11 Lease Deed granting lease of the said Plot of land for the period of 05 years.

THE SCHEDULE ABOVE REFERRED TO (Description of the Plot of land)

Table with 2 columns: Item and Description. Includes Plot No., Land use of the Plot, Permissible Users, Plot Area in sq.mt., Lease Period, etc.

situated and lying in Cadastral Survey No. 8 of Village Salt Pan Mumbai City District at Wadala Truck Terminal, Mumbai bounded as follows:
On or towards North: Temp. Land M/s. Metro One Private Limited.
On or towards South: 36/36 Wada Road.
On or towards East: Temp. Land M/s. J.Kumar Infraprojects Pvt. Ltd.
On or towards West: 26/8, Wada Road.

Dated this 25th day of August 2012. Pradip Garach Advocate High Court, Bombay.

REPORT ON TITLE

Re: Land situated and lying in Cadastral Survey No. 8 of Village Salt Pan Mumbai City District being Plot No Block-C (C1-Zone) measuring 9200 sq.mts. at Wadala Truck Terminal, Mumbai (Plot of land)

- 1. This is Supplemental to my Report on Title dated 27th August, 2011 with reference to the captioned Plot of land particularly described in Schedule hereunder written.
2. Under the said Report on Title dated 27th August, 2011 I have also stated my findings and opinion that LOCHA CROWN BUILD MART PRIVATE LIMITED (the Company) is granted license to develop the said Plot of land in terms of the Agreement to Lease dated 1st August, 2011 in accordance with the sanction plan.
3. I am informed that ever since execution and registration of the said Agreement to Lease dated 1st August 2011, there are no encumbrances which adversely affect the said license for development of the said Plot of land.

Dated this 25th day of January 2012. Pradip Garach Advocate High Court, Bombay.



SUPPLEMENTAL REPORT ON TITLE

Land situated and lying in Cadastral Survey No. 8 of Village Salt Pan Mumbai City District being Plot No Block-C (C1-Zone) measuring 9200 sq.mts. at Wadala Truck Terminal, Mumbai (Plot of land)

- 1. I have updated my Report on Title dated 27th August, 2011 and Supplemental Report dated 25th January 2012. I have also stated my findings and opinion that LOCHA CROWN BUILD MART PRIVATE LIMITED (the Company) is granted license to develop the said Plot of land in terms of the Agreement to Lease dated 1st August, 2011 in accordance with the sanction plan.
2. The MMRD has already issued Commencement Certificate for the said license dated 26/12/2011 bearing No. TAC/WT/16/0002/2011 permitting Lotha Crown Build Mart Private Limited to carry out construction of the building 5 residential building, one Commercial Building with amenities thereon on terms and conditions stated therein.
3. Now, Lotha Crown Build Mart Private Limited has issued notice as construction loan on the security of the said Property and contribution from HFC, Loans dated 1st February 2012 under Mortgage Deed registered under No. RBEL-00142012 on the terms and conditions stated therein.
4. Save as aforesaid, there is no material change taken place in respect of the Title of Lotha Crown Build Mart Private Limited to the said Property.

Dated this 27th day of June 2012. Pradip Garach Advocate High Court, Bombay.



SUPPLEMENTAL REPORT ON TITLE

Re: Land situated and lying in Cadastral Survey No. 8 of Village Salt Pan Mumbai City District being Plot No Block-C (C1-Zone) measuring 9200 sq.mts. at Wadala Truck Terminal, Mumbai (Plot of land)

- 1. This is to update my Report on Title dated 27th August, 2011 and Supplemental Report dated 25th January, 2012 and Supplemental Report dated 27th June, 2012 thereto with respect to the captioned Plot of land and particularly described in Schedule hereunder written.
2. To the best of my knowledge, there is no pending litigation before any Courts, Forums and Authorities in respect of the captioned Plot of land as on date.

Dated this 20th day of November, 2012. Pradip Garach Advocate High Court, Bombay.

SUPPLEMENTAL REPORT ON TITLE

Re: Land situated and lying in Cadastral Survey No. 8 of Village Salt Pan Mumbai City District being Plot No Block-C (C1-Zone) measuring 9200 sq.mts. at Wadala Truck Terminal, Mumbai (Plot of land)

- 1. This has reference to my earlier Report on Title dated 27th August, 2011 and Supplemental thereto dated 25th January, 2012, 27th June, 2012 and 20th November 2012 thereto on behalf of Lotha Crown Submart Private Limited (Company) with respect to the captioned Plot of land particularly described in Schedule hereunder written.
2. Under the Supplemental Report on Title dated 27th June 2012 I have referred Deed of Mortgage dated 1st February 2012 between the Company and HFC for mortgage of the captioned Plot of land.
3. Over a period of time, the Company has created mortgages and charges from several Banks and Financial Institution for loans and advances on the security of the captioned Plot of land and several building constructed thereon which are stated as follows:
(a) By Deed of Mortgage dated 25th October 2012 between the Company and Housing Development Finance Corporation, which was registered in the office of the Sub-Registrar at Mumbai under Serial No. BBE/5200019 on 30th October, 2012 and pertains to Building No. and Wing No. A.1, A.2, B.3, B.4, C.5, C.6, D.8, E.9, E.10 and a Commercial Building, all to be constructed on the said Plot of land.
(b) By Deed of Re-Conveyance dated 25th October, 2012 between Housing Development Finance Corporation and the Company was registered in the office of the Sub-Registrar at Mumbai under No. BE/5200012 on 30th October 2012 and pertains to re-conveyance in favour of the Company, of the Building No. B.3-B.4 to be constructed on the said Plot of land.
(c) By Deed of Mortgage dated 20th October, 2012 between the Company and Central Bank of India, which was registered in the office of the Sub-Registrar at Mumbai under Serial No. BBE/5200012 on 30th October, 2012, by way of which the Company mortgaged a part measuring 5542/200 sq. mts. lying Wing B-3 on the said Plot of land in favour of Central Bank of India by credit facility and on terms, conditions and conditions stated therein.

- (d) By Deed of Mortgage dated 4th December, 2012 between the Company and LIC Housing Finance Limited, which was registered in the office of the Sub-Registrar at Mumbai under Serial No. BBE/55460012 on 4th December 2012 and pertains to Wing B-4 measuring 70,203.52 sq. mts. on the said Plot of land in favour of LIC Housing Finance Limited for credit facility and on terms, conditions and conditions stated therein.

- 4. Thereafter, documentation executed on 10th March 2014 amongst the said Company, as a Borrower/Mortgagor, BSI Trustee/Service Limited as a Security Trustee, Central Bank of India, Vijaya Bank (CB) Consortium, LIC Housing Finance Limited (LICHF) as Existing Lenders & Canara Bank, Oriental Bank of Commerce and Andhra Bank (Canara Bank Consortium - Present Lender) & LIC and Bank of Maharashtra (BI) Bank Consortium - Present Lender) which are stated as follows:

Table with 4 columns: No., Nature of the Document, Parties, Date of execution. Lists mortgage and security trustee documents.



FURTHER SUPPLEMENTAL REPORT ON TITLE

- 1. Land situated and lying in Cadastral Survey No. 8 of Village Salt Pan Mumbai City District being Plot No Block C (C1) Zone admeasuring 92600 sq mts. at Wadala Truck Terminal, Mumbai (Plot of land)

FURTHER SUPPLEMENTAL REPORT ON TITLE

- 1. I have been perused of the above documents, I observe as under:-

- 1. I have been furnished dated 02.09.2017 issued by Director of Title and Accounts, The Planning Commission Secretary to the effect that he has carried out an office search through the official website of the Ministry of Corporate Affairs and his Report does not indicate that there is a charge in favour of DHR Trusteeship Services Limited in respect of the said Plot of land and construction thereon.

Pradip Garach Advocate High Court, Bombay



ADDENDUM

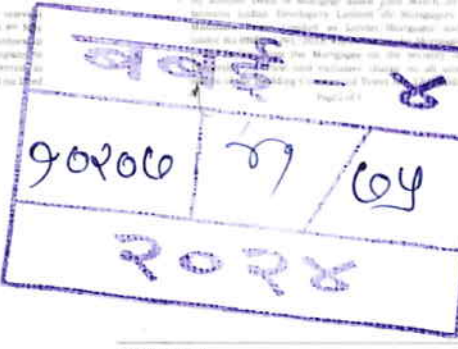
- 1. Land situated and lying in Cadastral Survey No. 8 of Village Salt Pan Mumbai City District being Plot No Block C (C1) Zone admeasuring 92600 sq mts. at Wadala Truck Terminal, Mumbai (Plot of land)

FURTHER SUPPLEMENTAL REPORT ON TITLE

- 1. On the occurrence of my clients Lodia Developers Limited herein known as Lodia Developers Private Limited / Lodia Developers Building Private Limited ('Company'), I have carried report on the said 29 August 2011 and Supplemental Report on Title dated 04.09.2017, 27th September 2017 and 13th March 2018 respectively referred as 'Title Reports' since then nothing that the Company are entitled to develop the said Plot of land and that said Plot of land is free, clear and well-secured possession in the building being constructed or registered Plot of land there particularly as stated in the said documents.

- 1. On 29 August 2011, I have been furnished with a Security Trustee and registered under No. HRD 1430/2011, which was issued by the Registrar of Companies, Mumbai, in favour of the said Plot of land and the said Plot of land is free, clear and well-secured possession in the building being constructed or registered Plot of land there particularly as stated in the said documents.

Pradip Garach Advocate High Court, Bombay



FURTHER SUPPLEMENTAL REPORT ON TITLE

- 1. Land situated and lying in Cadastral Survey No. 8 of Village Salt Pan Mumbai City District being Plot No Block C (C1) Zone admeasuring 92600 sq mts. at Wadala Truck Terminal, Mumbai (Plot of land) and development thereon

Pradip Garach Advocate High Court, Bombay

- 1. I have been furnished with a Security Trustee and registered under No. HRD 1430/2011, which was issued by the Registrar of Companies, Mumbai, in favour of the said Plot of land and the said Plot of land is free, clear and well-secured possession in the building being constructed or registered Plot of land there particularly as stated in the said documents.

Pradip Garach Advocate High Court, Bombay









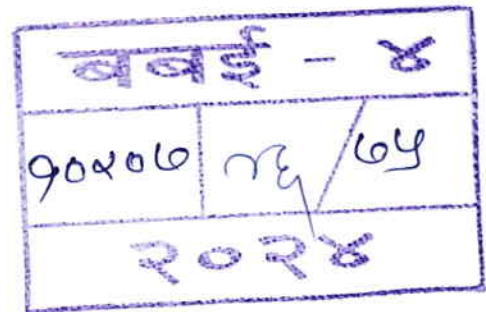




**Annexure 4**  
(Key Approvals)

No.	Approval/Document	Date of Document	Document Ref No.	Issuing Authority
1 .	Amended Commencement Certificate	19 August 2019	TCP/WTT/BLOCK -C/CC/VOL – XVII/923/2019	Mumbai Metropolitan Region Development Authority
2 .	Occupation Certificate	28 October 2021	TCP/WTT/BLOCK -C/CC/Part OC /VOL – XIII/1611/2021	Mumbai Metropolitan Region Development Authority

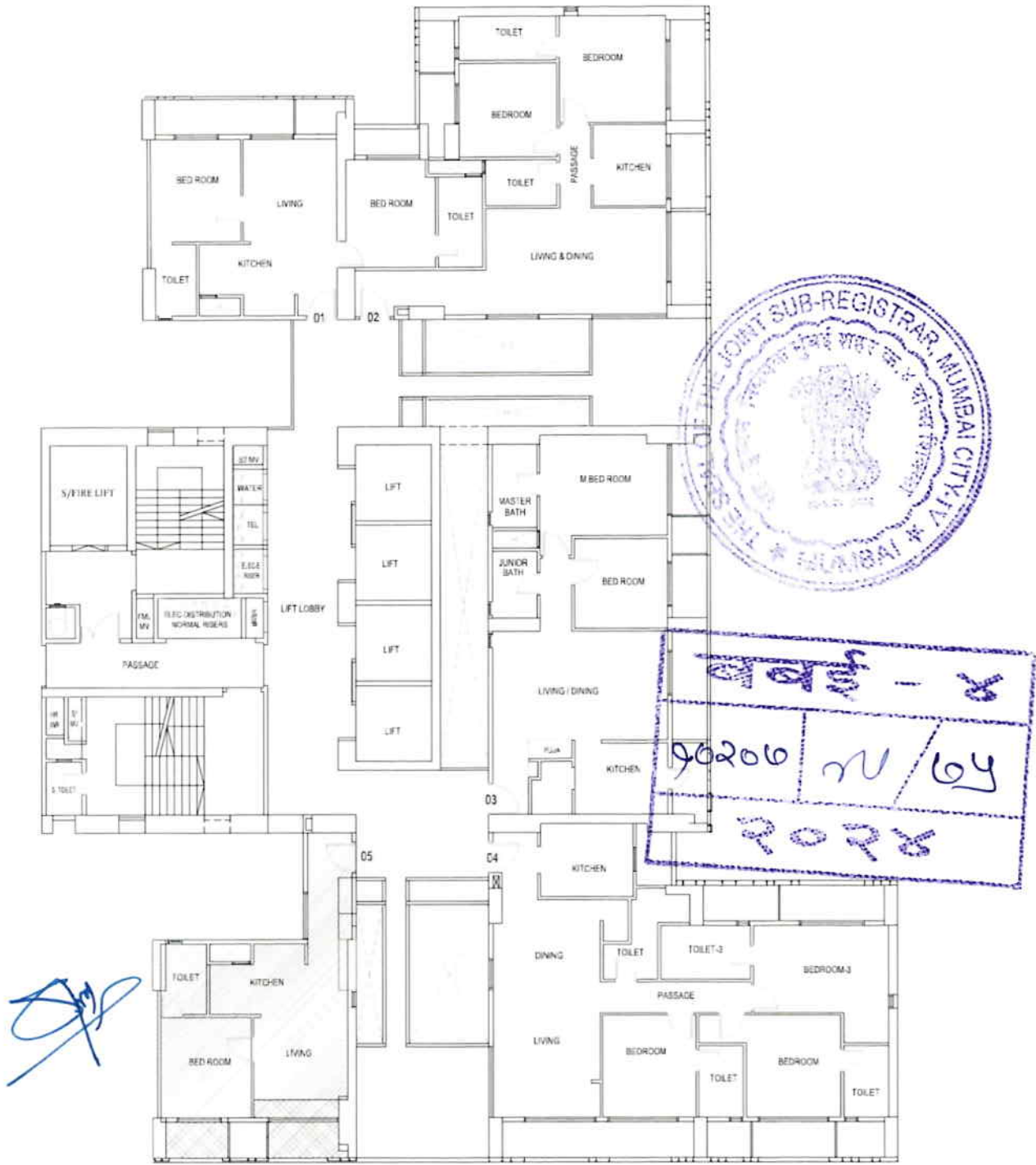
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# ANNEXURE 5



- RERA AREA
- EBVT

**UNIT NO. 05**  
 TYPICAL FLOOR PLAN FOR:-5TH,10TH,12TH,17TH,19TH,24TH,26TH,31ST & 33RD LVL.

NEW CUFFE PARADE	TOWER-11	B-WING	FLOOR: 05 <sup>th</sup>	FLAT NO: 05
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NOTE: PLAN NOT TO THE SCALE FOR ACCURATE MEASUREMENT PLS. FOLLOW POLYLINE METHOD. THE CARPET AREA IS CALCULATED ASSUMING UNFINISHED SURFACES AND ANY FINISHES MAY REDUCE THE PHYSICAL AREA ACCORDINGLY. CARPET AREA MAY VARY FROM +/- 3% ON ACCOUNT OF CONSTRUCTION AND DESIGN TOLERANCES.

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

**PLAN NOT TO SCALE**



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



**ARCHITECT**  
  
 B-106, Natraj Building,  
 Mulund Goregaon Link Road,  
 Mulund (w), Mumbai : 4000 080



**Annexure 6**

(Unit and Project Details)

- (I) **CUSTOMER ID** :2243406
- (II) **Correspondence Address of Purchaser**: H No-54, DDA MIG Flat, Gate No 2, Near Shiv Mandir, Madipur, Paschim Vihar S.O, Delhi, West Delhi - 110063 Delhi India
- (III) **Email ID of Purchaser**: bajrangilalgupta@gmail.com
- (IV) **Unit Details**:
- (i) Development/Project : New Cuffe Parade - Lodha Gardenia
- (ii) Building Name : Tower 11
- (iii) Wing : B
- (iv) Unit No. : B-505
- (v) Area :

	Sq. Ft.	Sq. Mtrs.
Carpet Area	435	40.41
EBVT Area	79	7.34
Net Area (Carpet Area +EBVT Area)	514	47.75

- (vi) Car Parking Space Allotted: 1

- (V) **Consideration Value (CV)**: Rs. 1,67,54,000/- (Rupees One Crore Sixty-Seven Lakh Fifty-Four Thousand Only)

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

Sr. no.	On Initiation of below milestones	Amount (In Rs.)	Due Date
1	<b>Booking Amount I</b>	<b>9,00,000</b>	<b>07-04-2024</b>
2	<b>Booking Amount II</b>	<b>7,75,400</b>	<b>07-04-2024</b>
3	<b>Booking Amount III</b>	<b>1,50,76,925</b>	<b>10-06-2024</b>
4	<b>On date of offer of Possession</b>	<b>1,675</b>	<b>Due As Per Construction</b>

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

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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(VII) **Club Eligibility:**

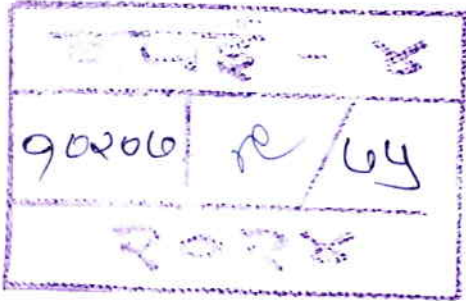
The number of family members eligible for club membership are:

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:** 31-07-2024, subject to additional grace period of 6 Months and any extension as may be applicable on account of the provisions of Clause 10.4.

(IX) **Project Details:**

- 1) Project Name: New Cuffe Parade - Lodha Gardenia
- 2) RERA Registration Number: P51900015715
- 3) No. of Buildings: 1



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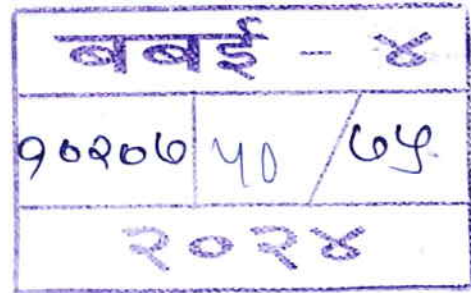


**Annexure 6A**

*(Other Amount Payable before DOP)*

- (I) **Charges** towards Utility/Infrastructure/Other charges (collectively referred to as ("Other Charges") to be paid on/before the Date of Offer of Possession: Rs. 5,75,000/- (Rupees Five lakh Seventy-Five Thousand Only).
- (II) **Maintenance Related Amounts:** Provisional amounts (subject to actuals) covering period of months from Date of Offer of Possession. Payable on/before the Date of Offer of Possession:
1. **BCAM Charges:**  
Rs. 97,146/- (Rupees Ninety-Seven Thousand One Hundred Forty-Six Only) covering period of 18 months from DOP.
  2. **FCAM Charges (if applicable):** Rs. 1,54,200/- (Rupees One Lakh Fifty-Four Thousand Two Hundred Only) covering period of 60 months from DOP.
  3. **Property Tax (Estimated):** Rs. 31,919/- (Rupees Thirty-One Thousand Nine Hundred Nineteen Only) covering period of 18 months from DOP.
  4. **Building Protection Deposit:** Undated Cheque of Rs.2,57,000/- (Rupees Two Lakh Fifty-Seven Thousand Only) toward Building Protection deposit which shall be encased only if there is violation of guidelines in respect of excitation of fit out/interior work.

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



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## Annexure 7

(Common Areas and Amenities)

### 1. Residential Units

- a. Air conditioned Homes (kitchen, store, toilets and service areas excluded)
- b. Marble flooring in Living / Dining and passage
- c. Marble flooring in Master bedroom
- d. Vitrified flooring in Other Bedrooms
- e. Vitrified flooring in Kitchen and service areas
- f. Fitted Modular Kitchens
- g. Video Door Phone at unit entrance door.
- h. Emergency Alarm in VDP and Gas detector in Kitchens
- i. Provision for data and telephone services.

### 2. For Each Building / Wing

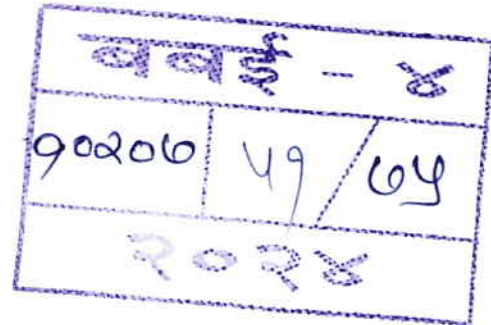
- a. Tower Entrance Lobby
- b. 4 Nos high speed Passenger Elevators for each wing
- c. OneService Elevator

### 3. Shared Amenities for a group of Towers:

- a. Personal members Club with Gymnasium and Party Hall
- b. Outdoor Children's Play area
- c. Swimming pool
- d. Kids Pool



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



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**Annexure 8**

*(Special Conditions)*

1. Notwithstanding anything contained herein, this Agreement shall be enforceable subject to the conditions, covenants and stipulations contained in the Agreement to Lease dated 1st August 2011 executed between Mumbai Metropolitan Regional Development Authority (MMRDA) MMRDA and the Company. It is hereby agreed and declared by the Company that by reason any assignment, it will not cease to be subject to any of the liabilities attached to the said Agreement to Lease dated 1st August 2011.

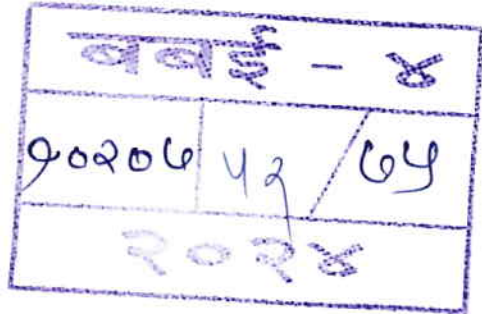
**MMRDA fees and charges**

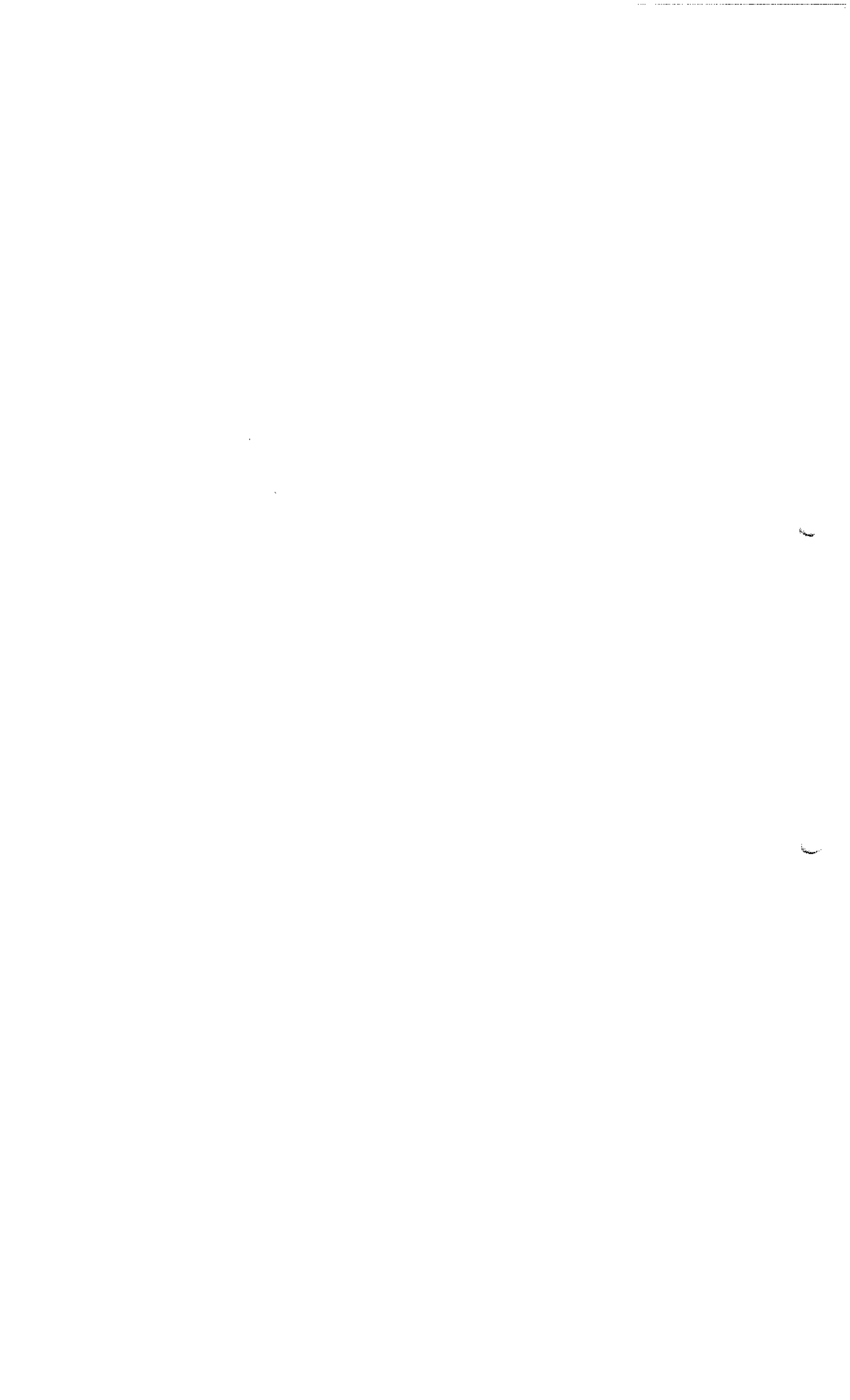
2. The Purchaser shall, prior to the execution of the Agreement to Sell, pay the fees and charges payable to MMRDA as prescribed by MMRDA.

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**Annexure 9**

(Purchaser Notice of Termination)

To,

[dated]

[Name and address of the Company]

**Sub:** Notice of Termination

Dear Sir,

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

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

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

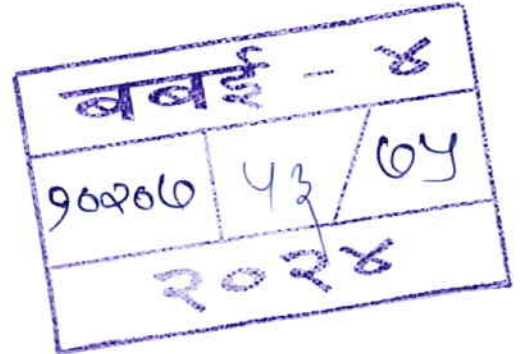
I / we agree and acknowledge that, pursuant to the provisions of the ATS:

1. This Notice of Termination shall be valid and binding on the Company only if it is received by the Company prior to the expiry of 30 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 11.3.1(b) of the ATS and proceed with the termination of the ATS in accordance with Clause 11 of the ATS.

Yours sincerely,

[name of customer]





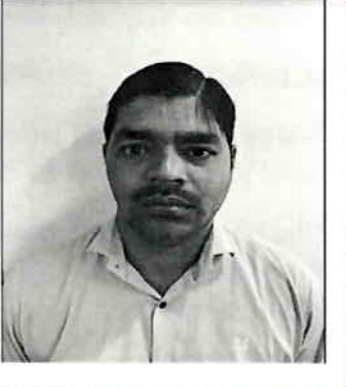



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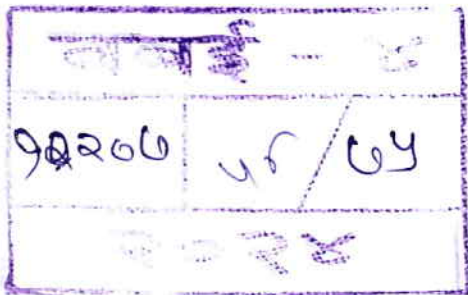
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Annexure 10

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

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



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B

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**PART OCCUPANCY CERTIFICATE**

[For Residential Building F-11 with amendments for Ground Floor (Pt.) to 37 Upper floors (Pt.) on Plot bearing C.S. No. 8(pt), Saltpan Division, Block-C at Wadala Truck Terminal, Mumbai]

To,  
**M/s. Spaceage Consultants (Architect)**  
Shop No 15 B-106  
Natraj Building, Sishi Complex,  
Mulund Link Road,  
Mulund (W), Mumbai - 400 080

Sir,  
In the development work of Residential Building F-11 of 'M/s. Macrotech Developers Limited' on Plot bearing Block-C, CS No. 8(pt) of Village -Salt Pan, situated at Wadala Truck Terminal, Mumbai City District, Ground Floor(part) to 37<sup>th</sup> upper floors (Part) are completed.

The Built-Up Area which will be occupied for the Residential Building F-Wing 11 are as show in the following table:

Buildings	BUA as per Add-Alt permission dt.12/10/2020	BUA for which Part OC issued on 04/12/2018 read with Add Alt permission dt. 12/10/2020	BUA for which part OC is now issued	Balance BUA for which OC is to be issued
Residential Building F-Wing 11	24306.896 Sq.M (up to 37 floor)	701.574 Sq.M (Ground Floor(part) + First Floor(part)	24,579.784 Sq.M. (Ground Floor(part) + 37 upper floors (part))	25.970 Sq.M.

The work is carried out under the supervision of Architect, Devyani Khadikar from 'M/s. Spaceage Consultant', (Architect's Registration No CA/90/13104) and Structural Engineer Mr. Girish David of 'M/s. Sterling Engineering Consultancy Services Pvt. Ltd' (License No BMC Reg No. STR-D/59) which may be occupied subject to your compliance of all the following conditions:

मुंबई महानगर प्रदेश विकास प्राधिकरण

ए. व. नं. १५, ब्लॉक-८, वॉल-१३, मुंबई ४०० ०८०  
संपर्क: २२२२२२२२ / २२२२२२२२ / २२२२२२२२  
https://mmrda.maharashtra.gov.in

1. That the provisions in the proposal which are not conforming to applicable Development Control Regulations and other Acts are deemed to be not approved.
  2. That the certificates under Section 270-A of B.M.C. Act shall be obtained from Hydraulic Engineer, MCGM and a certified copy of the same shall be submitted to this office.
  3. That any change in the user in future would require prior approval of MMRDA.
  4. That if any user mentioned in completion/as built plans is found changed at any time without prior permission of MMRDA, then this part occupation certificate granted to your premises will be treated as canceled and appropriate action will be taken against you.
- Special Conditions:**
5. The building w/r shall be painted by owner/holders once in five years to maintain outer beauty of these building as per Regulation 16.3 of WTT's DCR-2010;
  6. The applicant shall obtain and submit license for remaining 04 lifts (i.e. Lift No 5,6,7,8) for Resi. Bldg. F-11 before requesting for grant of full OC of building w/r or before handing over physical possession to the flat buyers whichever is earlier as ensured by applicant in their undertaking dt 12/10/2021
  7. The applicant shall abide with the decision taken by Competent Authority on delay payment for extension in time period for completion of building as requested by applicant in their letter dt 18/07/2018 and 23/07/2018.
  8. The applicant shall complete the balance works before applying for grant of full Occupation Certificate of the Resi. Bldg. F-11 or before handing over physical possession of premises for habitation to any of the buyer whichever is earlier, as ensured by the applicant in their undertakings dt 12/10/2021 and indemnify MMRDA from any agreement compliance between applicant and third party;
  9. The applicant shall abide with the decision of Competent Authority regarding NA Order;
  10. The applicant shall comply the conditions mentioned in Commencement Certificate dt 19/08/2019.
  11. The applicant shall abide with all conditions mentioned in earlier letters from all Statutory Authorities;
  12. This Part Occupation Certificate is based on the documents submitted by you and you shall be responsible regarding authenticity of the same



13. The applicant shall ensure that detection systems are strictly adhering to the IS Code as mentioned in the Maharashtra Fire Service Offices Circular no MFS/10/2012/1099 dt 19/07/2012.
14. The applicant shall be liable to pay 100% Additional Development Charge as per Government Notification dt 21/08/2015 read with Notification dt 01/03/2017 as ensured by applicant in their undertaking dt. 31/07/2019
15. The applicant shall pay the outstanding lease premium as ensured by applicant in their undertaking dt 19/09/2019 and as ensured in their compliance report dated 05/10/2021 for CC above plinth for Commercial Building CT-05
16. The applicant shall submit the NOC from BEST for the Residential Building F-11 before applying for Full Occupancy Certificate for building F-11.
17. The applicant shall obtain all the necessary final NOCs/Completion Certificates/clearances relating to water supply, sewerage, SWD, Tree, CFO etc. from MCGM and submit the same to MMRDA before applying for Occupancy Certificate for the buildings on the land under reference.

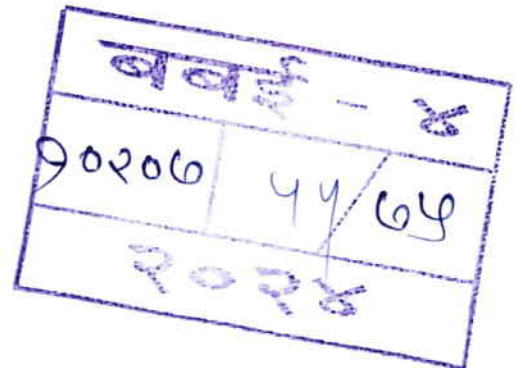
A set of certified Part Completion plans (As-Built Drawings No 1/23 to 23/23) is enclosed herewith.

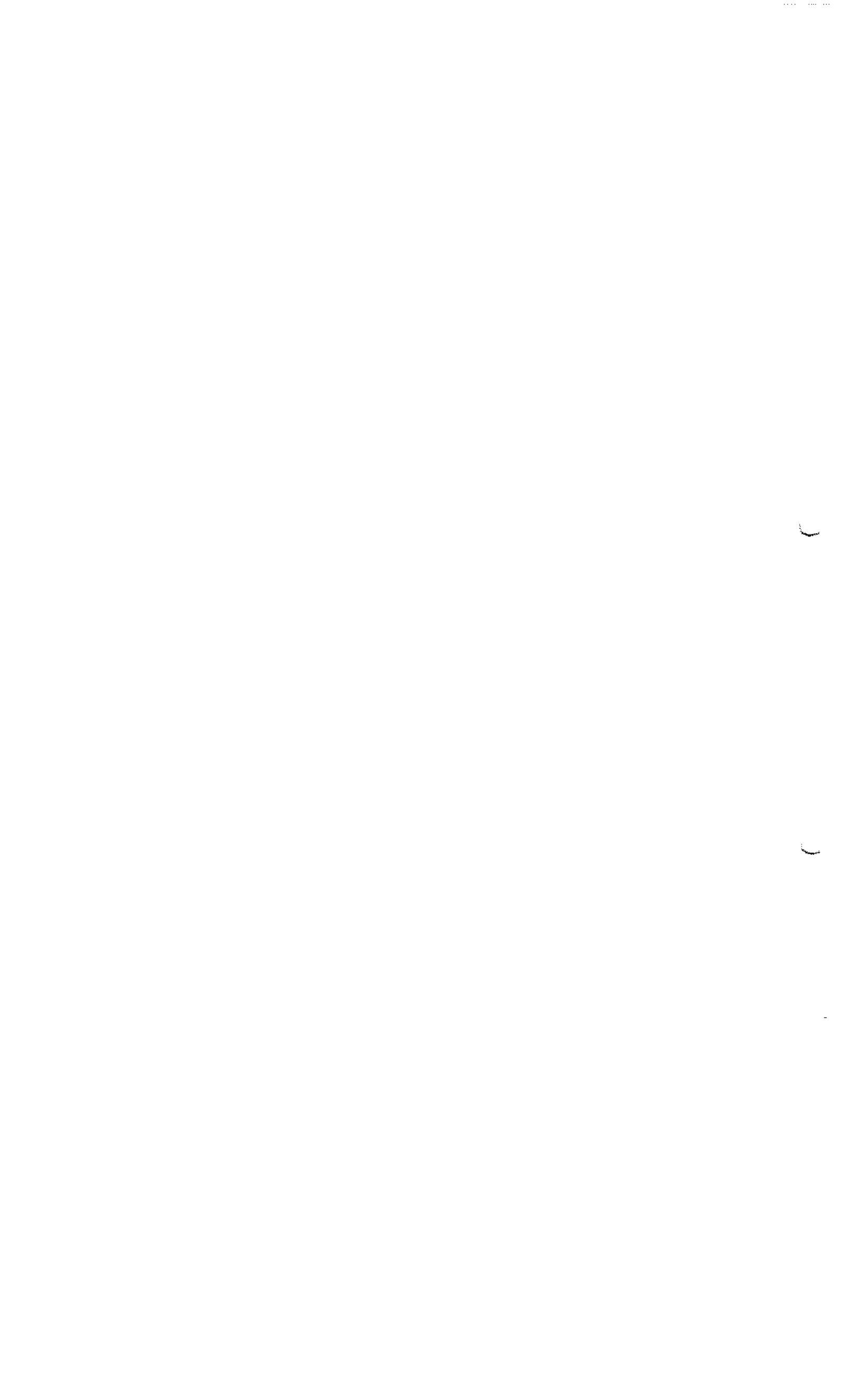
This Part-Occupation Certificate is issued with the approval of Hon. Metropolitan Commissioner

Architect  
Town Planning Division  
MMRDA

Copy (for information w.r.t MMRDA's D.O.Letter dt.30/01/2009), with set of certified Part completion plans bearing nos. 1/23 to 23/23 to:

- 1) The Executive Engineer, Bldg. Proposals-City-1, New Municipal Building, Bhagwan Walmiki Chowk, Vidyalkar Marg, Opp. Hanuman Mandir, Antop Hill, Wadala (E), Mumbai - 400 037
- 2) M/s. Macrotech Developers Ltd. 412/ Floor-4, 17G Vardhaman Chamber, Cawasji Road, Hornimal Circle, Fort, Mumbai - 400 001.







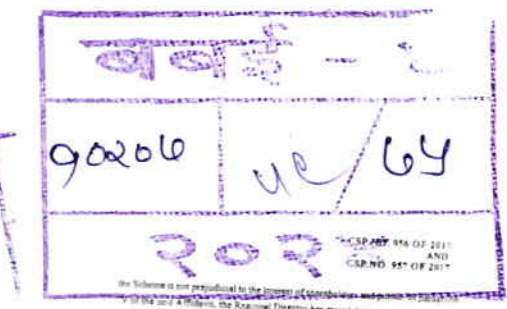




11. The applicant shall ensure that the building shall not be constructed without obtaining Governmental Certificate above ground floor from MMRDA and the building shall not be occupied without obtaining Fire Certificate from MMRDA.
12. The applicant shall be solely responsible for completion of all the conditions mentioned in all the Governmental Certificates.
13. The applicant shall ensure that the building shall not be constructed without obtaining Governmental Certificate above ground floor from MMRDA and the building shall not be occupied without obtaining Fire Certificate from MMRDA.
14. The applicant shall ensure that the building shall not be constructed without obtaining Governmental Certificate above ground floor from MMRDA and the building shall not be occupied without obtaining Fire Certificate from MMRDA.
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CSP NO. 956 OF 2017  
AND  
CSP NO. 957 OF 2017

**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL  
MUMBAI BENCH**

**BELISSIMO CROWN BUILDERS PRIVATE LIMITED**  
Petitioner 1 Transferee Company

AND

**LODHA DEVELOPERS PRIVATE LIMITED**  
Petitioner 2 Transferee Company

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  
In the matter of Scheme of Amalgamation (Scheme) between Belissimo Crown Builders Private Limited (Transferee Company) and Lodha Developers Private Limited (Transferor Company) and their respective shareholders and creditors.

Intervenor (Subsidiary) on 4<sup>th</sup> January 2018

From Mr. B. S. V. Prakash Kumar, Member (T)  
And Mr. V. Nalawaspathy, Member (T)

For the Petitioner(s):  
Mr. Hemant Sethi (S. Hemant Sethi & Co.  
Mr. S. Ramakrishna, Joint Director in the office of Regional Director  
Mr. Parvez Naikwadi Assistant Registrar of Companies, Mumbai

For V. Nalawaspathy, Member (T)

**ORDER**

1. I have read the framed consent for the Transferee Companies. None of the parties to the Scheme of Amalgamation has filed an application for the Scheme of Amalgamation to the Registrar of Companies.
2. The resolution of the Tribunal is sought under sections 230 to 232 of the Companies Act, 2013, in the Scheme of Amalgamation between Belissimo Crown Builders Private Limited and Lodha Developers Private Limited.

CSP NO. 956 OF 2017  
AND  
CSP NO. 957 OF 2017

The difference between the share capital of the Transferee Companies and investment in the Transferee Company shall be adjusted in the manner as may be permissible Accounting, Form II Clause 6.1 of the Scheme apply to the details.

3. In so far as observations made in paragraph IV (a) of the Report of Regional Director is concerned, the Petitioner Companies through its Counsel undertake that in addition to compliance of IND AS - 103, the Transferee Companies shall pay such accounting entries which are necessary in compliance with the scheme to comply with other applicable Accounting Standards such as AS-1 (IND) AS - 1 etc., as may be applicable.
4. In so far as observations made in paragraph IV (b) of the Report of Regional Director is concerned, the Petitioner Companies through its Counsel confirm that the Petitioner Companies have served notice of Scheme on the Reserve Bank authorities.
5. In so far as observations made in paragraph IV (c) of the Report of Regional Director is concerned, the Petitioner Companies through its Counsel undertake to comply with all applicable provisions of the Income Tax Act, 1961 and will tax income arising out of the Scheme will be met and answered in accordance with law.
6. In so far as observations made in paragraph IV (d) of the Report of Regional Director is concerned, the Petitioner Companies through its Counsel confirm that the Transferee Company and the Transferee Company have served notice of Company Scheme Application upon the RERA authorities vide letters dated 29 September 2017.
7. In so far as observations made in paragraph IV (e) of the Report of Regional Director is concerned, Transferee Company may be allowed to set-off fees paid by the Transferee Company on their Authorized Share Capital, in accordance with the provisions of Section 232(5)(c) of the Companies Act, 2013.
8. In so far as observations made in paragraph IV (f) of the Report of Regional Director is concerned, the Transferee Company through its Counsel submit that there is no accounting treatment prescribed for accounting for cancellation of investments held by the Transferee Company in the Transferee Company (which is to which) varied (wholly) Further, a certificate dated 17<sup>th</sup> July 2017 issued by the Company Auditor has been filed with the Tribunal which confirms that the Accounting treatment as specified in Clause 5 of Part II of the Scheme is in conformity with the Indian Accounting Standards prescribed by the Central Government in accordance with section 131 of the Act and the rules made thereunder as applicable.

CSP NO. 956 OF 2017  
AND  
CSP NO. 957 OF 2017

Private Limited and Lodha Developers Private Limited and their respective shareholders and creditors.

3. I have read the framed consent for the Transferee Companies. None of the parties to the Scheme of Amalgamation has filed an application for the Scheme of Amalgamation to the Registrar of Companies.
4. The proposed Scheme of Amalgamation will achieve the following primary benefits:
  - To enable better realization of potential of the business, avoid beneficial transfer and enhanced value creation for the companies and their respective shareholders, lenders and employees;
  - Reducing operational and compliance cost;
  - Achieving operational and management efficiency;
  - Synergies arising out of consolidation of business, such as, instances of cost savings of the combined business to optimize for future growth potential, optimal utilization of resources.
5. The Petitioner Companies have approved the said Scheme by passing the Board Resolutions which are annexed to the Company Scheme Petition.
6. The Counsel for the Petitioner Companies further state that, the Transferee Companies have complied with all the disclosures provided in Company Scheme Petition and that the Company Scheme Petition has been filed in accordance with the rules passed in Company Scheme for Directors.
7. The Counsel for the Petitioner Companies further state that the Petitioner Companies have complied with all requirements as per the conditions of this Tribunal and they have filed necessary Affidavits of compliance in the Tribunal. Moreover, the Petitioner Companies through their Counsel undertake to comply with all statutory requirements, if any, as required under the Companies Act, 1956, 2013 and the rules made there under whenever it is applicable. The said undertaking is accepted.
8. The Regional Director has filed an Report dated 17 January 2018, stating that the Scheme is valid and except as stated in paragraph IV of the said Affidavit, it appears that

CSP NO. 956 OF 2017  
AND  
CSP NO. 957 OF 2017

9. The observations made by the Regional Director have been examined by the Petitioner Companies in paragraphs 8 to 14 above. The said observations and undertakings given by the Petitioner Companies are hereby accepted.
10. The Official Liquidator has filed his report stating that the Affairs of the Transferee Companies have been conducted in a proper manner and that the Transferee Company may be ordered to be dissolved by this Tribunal.
11. 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. None of the parties concerned have come forward to oppose the Scheme.
12. Since all the requisite statutory compliances have been fulfilled, Company Scheme Petition No. 956 of 2017 and Company Scheme Petition No. 957 of 2017 filed by the Petitioner Companies are made absolute in terms of order clause (iv) of the respective Petitions.
13. The Petitioner Companies to lodge a copy of this order and the Scheme (as authorized by the Deputy Director, National Company Law Tribunal, Mumbai Bench) with the concerned Superintendents of Courts for the purpose of adjudication of stamp duty payable, if any, on the same within 60 days from the date of receipt of the order by the Registrar.
14. The Petitioner Companies to pay costs of Rs. 25,000/- each to the Regional Director, Mumbai Bench. The Petitioner Companies in Company Scheme Petition No. 956 & 957 of 2017 to pay sum of Rs. 25,000/- each to the Official Liquidator High Court, Bombay. The costs to be paid within four weeks from the date of Order.
15. All authorities concerned to act on a copy of this order along with Scheme and authorized by the Deputy Director, National Company Law Tribunal, Mumbai Bench.

Sd/- V. Nalawaspathy, Member (T) 4.1.2018  
Sd/- B.S.V. Prakash Kumar, Member (T)

**SCHEME OF AMALGAMATION  
OF  
BELLISSIMO CROWN BUILDART PRIVATE LIMITED  
WITH  
LODHA DEVELOPERS PRIVATE LIMITED  
AND  
THEIR RESPECTIVE SHAREHOLDERS**

(Under sections 230 to 232 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013 and rules framed thereunder)

**1. PREAMBLE**

The Scheme of Amalgamation ("Scheme") is prepared under Sections 230 to 232 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013, and the rules and regulations made thereunder, for amalgamation of Bellissimo Crown Buildart Private Limited ("BCBPL") with Lodha Developers Private Limited ("LDPL").

**2. RATIONALE OF THE SCHEME**

This Scheme of Arrangement (as defined herein after) is expected to enable better realisation of potential of the business, yield beneficial results and enhanced value creation for the companies and their respective shareholders, lenders and employees. The rationale of the proposed Scheme is as under:

- Reducing operational and compliance cost;
- Achieving operational and management efficiencies; and
- Synergies arising out of consolidation of business, such as, enhancement of net worth of the combined business to capitalise on future growth potential, optimal utilisation of resources.

**3. PARTS OF THE SCHEME**

This Scheme of Amalgamation is divided into the following parts:



to them under the Act and other applicable laws, rules, regulations, bye-laws, as the case may be or any statutory modification or re-enactment thereof from time to time.

**4. DATE OF TAKING EFFECT AND OPERATIVE DATE**

The Scheme as set out herein in its present form or with any modification(s) or amendment(s) approved, imposed or directed by the NCLT or any other appropriate authority shall be effective from the Appointed Date, but shall be operative from the Effective Date.

**PART II**

**AMALGAMATION OF THE TRANSFEROR COMPANIES WITH  
THE TRANSFEREE COMPANY**

**1. SHARE CAPITAL**

1.1 The share capital of LDPL as on March 31, 2016 was as under:

Authorized Capital	
30,10,20,440 Equity Shares of Rs. 5 each	1,50,51,02,200
2,10,00,000 Preference Shares of Rs. 5 each	10,50,00,000
<b>TOTAL</b>	<b>1,61,01,02,200</b>
Issued, Subscribed and Paid up Capital	
21,62,16,000 Equity Shares of Rs.5 each, fully paid up	1,08,10,80,000
2,00,00,000 Zero Coupon Optionally Convertible Redeemable Preference Shares of Rs.5 each, fully paid up	10,00,00,000
<b>TOTAL</b>	<b>1,18,10,80,000</b>



modification(s) of charge, with the Registrar of Companies, Mumbai to give limited effect to the above provisions.

4.10 The provisions of this Scheme as they relate to the merger of the Transferor Company into Transferor Company, have been drawn up to comply with the conditions relating to "amalgamation" as defined under Section 2(1)(b) of the Income-tax Act, 1961. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section of the Income-tax Act, 1961, at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said Section of the Income-tax Act, 1961, shall prevail and the Scheme shall stand modified to the extent deemed necessary to comply with Section 2(1)(b) of the Income-tax Act, 1961. Such modification will, however, not affect the other parts of the Scheme.

4.11 Upon the Scheme being sanctioned and taking effect the Transferor Company shall be entitled to operate all bank accounts related to the Transferor Company and all cheques, drafts, pay orders, direct and indirect tax balances and/or payment advices of any kind or description issued in favour of the Transferor Company, either before or after the Appointed Date, or in future, may be deposited with the Bank of the Transferor Company and credit of all receipts thereunder will be given to the accounts of the Transferor Company.

**5. NO ISSUE OF SHARES BY THE TRANSFEREE COMPANY**

Since the Transferor Company is the wholly owned subsidiary of the Transferor Company, on amalgamation, neither any consideration will be paid nor any shares shall be issued by the Transferor Company to any person in consideration thereof or consequent upon the amalgamation the shares of the Transferor Company held by the Transferor Company shall stand cancelled upon the Scheme becoming effective.

**6. ACCOUNTING TREATMENT**

- (i) **PART I** deals with definitions of the Scheme
- (ii) **PART II** deals with amalgamation of Transferor Company with the Transferor Company
- (iii) **PART III** deals with general terms and conditions applicable to the Scheme of Amalgamation

**PART I**

**DEFINITIONS OF THE SCHEME**

**1. DEFINITIONS**

In this Scheme, unless inconsistent with the subject or context, the following expressions shall have the following meaning:

- 1.1 "Act" means the Companies Act, 2013 and the rules, regulations, circulars and notifications issued thereunder, such as amended from time to time and to the extent in force and any statutory modification or re-enactment thereof. References in this Scheme to particular provisions of the Act are references to particular provisions of the Companies Act, 2013 unless stated otherwise.
- 1.2 "Accounting Standards" means the generally accepted accounting principles in India complying with (i) the mandatory accounting standards notified under the Companies (Accounting Standards) Rules, 2006 or the Companies (Indian Accounting Standards) Rules, 2015, as amended from time to time and to the extent in force, and (ii) the relevant provisions of the Act.
- 1.3 "Appointed Date" means the 1<sup>st</sup> day of April 2017.
- 1.4 "Board" means the respective Board of Directors of the Transferor Company and the Transferor Company and shall include any Committee of Directors constituted or appointed and authorized for the purposes of matters pertaining to this Scheme and or any other matter relating thereto.

Subsequent to 31<sup>st</sup> March 2016, there has been change in the capital structure of the Transferor Company. Accordingly, as on the date of filing of this application with the NCLT, the authorized, issued, subscribed and paid-up share capital of the Transferor Company is as under:

Authorized Capital	
30,10,20,440 Equity Shares of Rs. 5 each	1,50,51,02,200
2,10,00,000 Preference Shares of Rs. 5 each	10,50,00,000
<b>TOTAL</b>	<b>1,61,01,02,200</b>
Issued, Subscribed and Paid up Capital	
22,62,16,000 Equity Shares of Rs.5 each, fully paid up	1,13,10,80,000
0	0
<b>TOTAL</b>	<b>1,13,10,80,000</b>

Subsequent to the above date, there is no change in the capital structure of the Transferor Company till the date of filing this Scheme.

1.2 The share capital of BCBPL as on March 31, 2016 was as under:

Particulars	Amount in (Rs)
Authorized Capital	
10,000 equity shares of Rs. 10 each	1,00,000
90,000 preference shares of Rs. 10 each	9,00,000
<b>TOTAL</b>	<b>10,00,000</b>
Issued, Subscribed and Paid up Capital	
10,000 equity shares of Rs. 10 each	1,00,000
0% Optionally Convertible Cumulative Redeemable Preference Shares of Rs. 10 each	9,00,000
<b>TOTAL</b>	<b>10,00,000</b>

Upon the Scheme becoming effective, the Transferor Company shall account for the amalgamation of the Transferor Company in its books of accounts with effect from the Appointed Date as per "Pooling of Interest Method" provide in Indian Accounting Standard 103 (Business combinations of entities under common control) notified under the provisions of the Companies Act, 2013. It would inter alia include the following:

- 6.1 All the assets, liabilities and reserves in the books of the Transferor Company shall stand transferred to and vested in the Transferor Company pursuant to the Scheme shall be recorded by the Transferor Company at their carrying amount as appearing in the books of the Transferor Company.
- 6.2 Inter-company balances, loans and advances, investments and transactions if any, shall stand cancelled.
- 6.3 The difference between the share capital of the Transferor Company and investment in the Transferor Company shall be adjusted in the reserves.
- 6.4 In case of any differences in the accounting policies between the Transferor Company and the Transferor Company, the impact of the same till the Appointed Date of amalgamation will be quantified and adjusted in the reserves of the Transferor Company to ensure that the financial statements of the Transferor Company reflect the true financial position on the basis of consistent accounting policies.
- 7. **AGGREGATION OF AUTHORISED SHARE CAPITAL**
- 7.1 Upon this Scheme becoming effective, the authorized share capital of the Transferor Company shall stand consolidated and vested in and be merged with the authorized share capital of the Transferor Company and shall be reallocated as consisting of equity shares of Rs. 5 each without any further act, instrument or

15 "Effective Date" means last of the date on which the certified copies of the orders sanctioning this Scheme, passed by the National Company Law Tribunal at Mumbai or such other competent authority are filed by the Transferor Company and the Transferor Company with the Registrar of Companies, Mumbai. References in this Scheme to the date of "coming into effect of this Scheme" or "upon the Scheme being effective" or "effectiveness of the Scheme" or "Scheme taking effect" shall mean the Effective Date.

16 "NCLT" or "Tribunal" means the Hon'ble National Company Law Tribunal, Mumbai Bench having jurisdiction in relation to the Transferor Company and Transferor Company and shall be deemed to include, if applicable, a reference to such other forum or authority which may be vested with any of the powers of a Tribunal to sanction the Scheme under the Act.

17 "Scheme" or "this Scheme" or "this Scheme" means this Scheme of Arrangement in its present form or with any modification(s) made under Clause 15 of this Scheme as approved or directed by the National Company Law Tribunal.

18 "Transferor Company" or "BCBPL" means Bellissimo Crown Buildart Private Limited, a company incorporated under the Companies Act, 2013 having its registered office at 412, Floor - 4, 170, Vardhaman Chattraji Complex, Park Road, Hezrinan Circle, Fort, Mumbai - 400 001.

19 "Transferor Company" or "LDPL" means Lodha Developers Private Limited, a company incorporated under the Companies Act, 2013 having its registered office at 412, Floor - 4, 170, Vardhaman Chattraji Complex, Park Road, Hezrinan Circle, Fort, Mumbai - 400 001.

20 The words and expressions not defined in this Scheme shall, unless repugnant or inconsistent with the subject or context, have the same meanings ascribed to them in the Companies Act, 2013.



Subsequent to 31<sup>st</sup> March 2016, there has been change in the capital structure of the Transferor Company. Accordingly, as on the date of filing of this application with the NCLT, the authorized, issued, subscribed and paid-up share capital of the Transferor Company is as under:

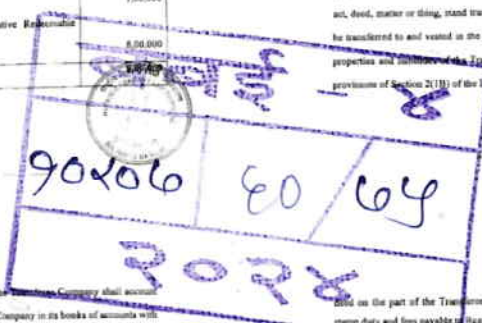
Authorized Capital	
1,00,000 equity shares of Rs. 10 each	10,00,000
<b>TOTAL</b>	<b>10,00,000</b>
Issued, Subscribed and Paid up Capital	
90,000 equity shares of Rs.10 each	9,00,000
<b>TOTAL</b>	<b>9,00,000</b>

Subsequent to the above date, there is no change in the capital structure of the Transferor Company till the date of filing this Scheme.

The entire share capital of the Transferor Company is held by the Transferor Company.

**4. TRANSFER AND VESTING**

4.1 With effect from the Appointed Date and upon the Scheme becoming effective, the respective businesses and undertakings of the Transferor Company, shall, under the provisions of Sections 230 and 232 and other applicable provisions, if any, of the Act, and pursuant to the orders of the Tribunal or other appropriate authority, if any, sanctioning the Scheme shall without any further act, deed, matter or thing, stand transferred to and vested in and/or deemed to be transferred to and vested in the Transferor Company to as to become the properties and undertakings of the Transferor Company in accordance with the provisions of Section 2(1)(b) of the Income-tax Act, 1961.



4.2 The authorized share capital of the Transferor Company shall be increased by the issue of new equity shares of Rs. 5 each on the part of the Transferor Company including without payment of stamp duty and fees payable to Registrar of Companies, and the Memorandum of Association and Articles of Association of the Transferor Company (relating to the authorized share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended, pursuant to Section 13, Section 14 and Section 61 respectively of the Act or 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 Transferor Company shall be utilized and applied to the increased authorized share capital of the Transferor Company and no payment of any extra stamp duty and/or fees shall be payable by the Transferor Company for increase in the authorized share capital to that extent.

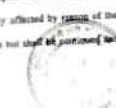
4.3 Consequent upon the amalgamation, the Authorized Share Capital of the Transferor Company will be amended/altered/modified as under:

Authorized Share Capital	Amount in Rs.
30,12,20,440 Equity Shares of Rs.5 each	1,50,61,02,200
2,10,00,000 Preference Shares of Rs. 5 each	10,50,00,000
<b>Total</b>	<b>1,61,11,02,200</b>

It is clarified that the consent of the shareholders in the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment, and no further resolution(s) under Section 13, Section 14 and Section 61 respectively of the Act or any other applicable provisions of the Act, would be required to be separately passed. Further, in the event of any increase in the authorized share capital of any Transferor Company and/or Transferor Company before the Effective Date, on sanctioning of the any other Scheme by the NCLT, such increase shall be given effect to while aggregating the authorized share capital.

**LEGAL PROCEEDINGS**

6.1 All legal proceedings of whatsoever nature by or against the Transferor Company pending and/or arising on or after the Appointed Date shall not stand abated, suspended, discontinued or be in any way prejudicially affected by reason of the Scheme or by anything contained in this Scheme but shall be pursued to



enforced by or against the Transferee Company to the measure and to the same extent as would or might have been contained and enforced by or against the Transferor Company, if this Scheme had not been made.

8.2 The Transferee Company undertakes to have all legal or other proceedings initiated by or against the Transferor Company referred to in Clause 8.1 above transferred in its name respectively and to have the same continued, prosecuted and enforced by or against the Transferee Company, to the exclusion of the Transferor Company.

**9. CONTRACTS, DEEDS AND OTHER INSTRUMENTS**

9.1 Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, insurance policies, indemnities, guarantees, arrangements and other instruments, whether pertaining to immovable properties or otherwise of whatsoever nature to which the Transferor Company is a party or to the benefit of which the Transferee Company may be eligible, and which are subsisting or have effect immediately before the Effective Date, shall continue in full force and effect on or against or in favour of, as the case may be, the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferor Company had been a party or beneficiary or obligee therein in these deeds.

9.2 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, all consents, permissions, licenses, certificates, clearances, authorities, powers of attorney given by, issued to or executed in favour of the Transferor Company shall stand transferred to the Transferee Company, as if the same were originally given by, issued to or executed in favour of the Transferee Company and the Transferee Company shall be bound by the terms thereof, the obligations and duties there under, and the rights and benefits under the same.



enforced by the Transferee Company, as the case may be, as concerned, the same shall vest with and be available to the Transferee Company on the same terms and conditions.

14.4 With effect from the Appointed Date, all respective debts, liabilities (including contingent liabilities), dues and obligations of every kind, nature and description of the Transferor Company which are deemed to have been transferred to the Transferee Company and for the discharge and satisfaction of which the effective Date shall, without any further act, deed, instrument or thing to be done, stand transferred to the Transferee Company and shall be deemed to be the debts, liabilities and obligations of the Transferee Company which shall be due and payable, discharge and satisfy the same and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities and obligations have arisen in order to give effect to the provisions of this Clause.

14.5 Where any of the respective debt, liabilities (including contingent liabilities), dues and obligations of the Transferor Company as on the Appointed Date, deemed to be transferred to the Transferee Company, has been discharged by the Transferor Company after the Appointed Date and prior to the Effective Date, 100% discharge shall be deemed to have been made and on account of the Transferee Company, and all loans raised and paid and all liabilities and obligations incurred by the Transferee Company after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used or incurred for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall also without any further act, deed, instrument or thing stand transferred to the Transferee Company and shall become the liabilities and obligations of the Transferee Company which undertake to meet, discharge and satisfy the same and it shall not be necessary to obtain the consent of any third party or other person who is a party to any



4.2 With effect from the Appointed Date, the whole of the respective undertakings of the Transferor Company, as a going concern, including its business, all secured and unsecured debts, liabilities, dues and obligations and all the assets, properties, rights, titles and benefits, whether movable or immovable, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible, present or contingent and including but not being limited to land and building (whether owned, leased, licensed) all fixed and movable plant and machinery, vehicle, fixed assets, work in progress, current assets, investments, reserves, provisions, funds, licenses, registrations, copyrights, patents, trademarks and other rights and licenses in respect thereof, applications for copyrights, patents, trademarks, leases, licenses, money rights, franchise, ownership rights, hire purchase and loan arrangements, leasing arrangements, joint venture agreements, benefits of security arrangements, computers, office equipment, telephones, telexes, facsimile connections, communication facilities, equipment and installations and utilities, electricity, water and other service connections, benefits of agreements, contracts and arrangements, power, authorities, permits, allotments, consents, privileges, liberties, advantages, exemptions and all rights, title, interest, goodwill, benefit and advantage, deposits, reserves, provisions, advances, receivables, deposits, funds, cash, bank balances, accounts and all other rights, benefits of all agreements, schemes, grants, tax credits (including but not limited to benefits of tax credit including under the Income Tax Act, 1961) such as credit for advance tax, minimum alternate tax, STMT deducted at source, etc. benefits under the Sales Tax Act, sales tax set off, benefits of any unutilized MODVAT/CENVAT/Service tax credits, unutilized input tax credits of central goods and services tax ("CGST"), integrated goods and services tax ("IGST"), state goods and services tax ("SGST"), goods and services tax compensation cess ("GST Compensation Cess") etc., software licenses, domains / website etc.

control or arrangement by virtue of which such loans and liabilities have arisen in order to give effect to the provisions of this Clause.

14.6 All the assets and properties which are acquired by the Transferee Company on or after the Appointed Date but prior to the Effective Date shall be deemed to be and shall become the assets and properties of the Transferee Company and shall under the provisions of Sections 230-232 and all other applicable provisions of any of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company upon the coming into effect of this Scheme pursuant to the provisions of Sections 230-232 of the Act.

14.7 Loans, advances and other obligations (if any, due or which may at any time in future become due between the Transferor Company and the Transferee Company shall stand cancelled and there shall be no liability in that behalf on either party.

14.8 The transfer and vesting of the undertakings of the Transferor Company as aforesaid shall be subject to the existing mortgages, charges, mortgages and other encumbrances if any, subsisting over or in respect of the property and assets or any part thereof to the extent such securities, charges, mortgages, encumbrances are created to secure the liabilities forming part of the Transferee Company. Provided always that this Scheme shall not operate to enlarge the scope of security for any loan, deposit or facility availed of by the Transferee Company and the Transferee Company shall not be obliged to create or provide any further or additional security therefor after the Effective Date or otherwise.

14.9 Without prejudice to the provisions of the foregoing clause and upon the effectiveness of this Scheme, the Transferee Company and the Transferee Company shall ensure all such instruments or documents or do all the act and deeds as may be required, including the filing of necessary returns under



all files, papers, records, engineering and catalogues, data generation files / advertisement materials and former customers (prior information) / supplier (credit information) other records whether in physical, electronic form in connection / relating to the Transferee Company and other claims and powers, of whatsoever nature and whenever situated belonging to or in the possession of or granted in favour of or enjoyed by the Transferee Company, whether in India or abroad as on the Appointed Date, shall, under the provisions of sections 230-232 of the Act and all other applicable provisions, if any, of the Act, and without any further act or deed, be transferred to and vested in and / or be deemed to be transferred to and vested in the Transferee Company as a going concern so as to become as from the Appointed Date the undertaking of the Transferee Company and to vest in the Transferee Company all the rights, title, interest or obligations of the Transferor Company therein.

4.3 With effect from the Appointed Date and upon the Scheme becoming effective, any statutory licenses, permissions, approvals, grants of consents to carry on the respective operations and business of the Transferee Company shall stand vested in or transferred to the Transferee Company without any further act or deed and shall be deemed to have been transferred to the Transferee Company in favour of the Transferee Company. The benefit of all statutory and regulatory permissions, factory licenses, environmental approvals and consents, sales tax, service tax, excise registrations, CGST, SGST, IGST or other licenses and consents shall vest in and shall be in full force and effect against it in favour of the Transferee Company and may be enforced as fully and effectually as if instead of the Transferor Company, the Transferee Company had been the party thereto or the beneficiary or obligee thereof pursuant to this Scheme. In so far as the various incentives, subsidies, rehabilitation schemes, special status and other benefits or privileges enjoyed, granted by any Government body, local authority or by any other person, or



shall be available to the Transferee Company. The Transferee Company shall make applications and do all such acts or things which may be necessary to obtain relevant approvals from the concerned Governmental Authorities as may be necessary in this behalf.

9.3 The Transferee Company, at any time after the Scheme becoming effective in accordance with the provisions hereof, if so required under any law or otherwise, will execute deeds of confession or other writings or arrangements with any party to any contract or arrangement in which the Transferee Company is a party in order to give formal effect to the above provisions. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Transferor Company and to carry out or perform all such formalities or compliances, referred to above, on behalf of the Transferor Company.

**10. TREATMENT OF STAFF, WORKMEN AND EMPLOYEES**

10.1 On the Scheme becoming effective, all staff, workmen and employees of the Transferee Company, who are in service on the date immediately preceding the Effective Date shall become staff, workmen and employees of the Transferee Company, without any break or interruption in their services, on same terms and conditions on which they are engaged in on the Effective Date. The Transferee Company further agrees that for the purpose of payment of arrears/retirement benefits / compensation, such immediate uncontroverted past services with the Transferee Company shall also be taken into account.

10.2 The accounts / funds of staff, workmen and employees past or present, relating to pension and/or superannuation, provident fund, gratuity fund or any other special fund or trusts created or existing for the benefit of staff, workmen and employees of the Transferee Company shall be identified, determined and transferred to the respective Trusts / Funds of the Transferee Company and



Services Tax Act, 2017, The Goods and Services Tax (Compensation to States) Act, 2017, Stamp Laws or other applicable laws / regulations (hereinafter in this Clause referred to as "Tax Laws") dealing with taxes, duties (levied directly or related to the business of the Transferee Company to the extent not provided for or covered by tax provisions in the Accounts made as on the date immediately preceding the Appointed Date shall be transferred to Transferee Company.

12.2 All taxes (including income tax, wealth tax, sales tax, excise duty, customs duty, service tax, CGST, SGST, IGST, GST Compensation Cess, value added tax ("VAT"), etc.) paid or payable by the Transferee Company in respect of the operations and/or the profits of the business on and from the Appointed Date shall be on account of the Transferee Company and, in so far as it relates to the tax payment (including without limitation income tax, wealth tax, sales tax, excise duty, customs duty, service tax, CGST, SGST, IGST, GST Compensation Cess, VAT, etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferee Company in respect of the profits or activities or operation of the business on and from the Appointed Date, the same shall be deemed to be the corresponding sum paid by the Transferee Company, and, shall, in all proceedings, be dealt with accordingly.

12.3 Any refund under the Tax Laws due to the Transferee Company consequent to the assessments made on the Transferee Company and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.

12.4 Without prejudice to the generality of the above, all benefits including under the Income Tax Act, sales tax, excise duty, customs duty, service tax, CGST, SGST, IGST, GST Compensation Cess, VAT, etc., in which the Transferee Company is entitled to in terms of the applicable Tax Laws of the Union and State Governments, shall be available to and vest in the Transferee Company.



**13. SAVING OF CONCLUDED TRANSACTIONS**

13.1 The transfer and vesting of the assets, liabilities and obligations pertaining relating to the Transferee Company, provided in this Scheme, and the continuance of the proceedings by or against the Transferee Company, under Clause 8 hereof shall not affect any transactions or proceedings already completed by the Transferee Company, on and after the Appointed Date in the and stand that the Transferee Company accepts all acts, deeds and things done and executed by and / or on behalf of the Transferee Company, as acts, deeds and things done and executed by and on behalf of the Transferee Company.

**PART III  
GENERAL TERMS AND CONDITIONS**

**14. DISSOLUTION WITHOUT WINDING UP OF THE TRANSFEROR COMPANY**

The Transferor Company shall be dissolved without winding up, on or order made by the Tribunal.

**15. APPLICATION TO THE TRIBUNAL**

Companies involved under this arrangement (i.e. Transferor Company and Transferee Company) shall make applications / petitions, wherever required, under Sections 230-232 and other applicable provisions of the Act to the Tribunal for sanction of this Scheme and for dissolution of the Transferor Company.

**16. MODIFICATION / AMENDMENT TO THE SCHEME**

16.1 Subject to approval of the Tribunal, the Transferee Company or the Transferor Company as the case may be, through their Board of Directors of the respective companies, may cause, on behalf of all persons concerned, by any modification or amendments of the Scheme or to any condition of the Scheme



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that the Tribunal may deem fit to direct or impose as which may otherwise be considered necessary, desirable or appropriate by them (i.e. the Board of Directors) and solve all difficulties that may arise for carrying out the Scheme and do all acts, deeds and things necessary for putting the Scheme into effect.

16.2 For the purpose of giving effect to this Scheme or to any modification thereof, the Board of Directors of the Transferee Company may give and are authorized to give such directions including directions for writing any question of debts or difficulty that may arise.

17. **CONDITIONALITY OF THE SCHEME**  
The Scheme is conditional upon and subject to the following:

17.1 The Scheme being approved by the requisite consent of the members of the Transferee Company or the Transferee Company as may be directed by the Tribunal.

17.2 The sanction of the Tribunal under Sections 230-232 of the Act in favour of Transferee Company or Transferee Company, as the case may be, under the said provisions and to the necessary order of the Act being obtained.

17.3 The requisite consent, approval or permission of any other statutory or regulatory authority, which by law may be necessary for the implementation of this Scheme.

17.4 Certified copy of the order of the Tribunal sanctioning the Scheme being filed with the Registrar of Companies, Mumbai collectively by Transferee Company and Transferee Company.

18. **EFFECT OF NON-RECEIPT OF APPROVALS / SANCTIONS**  
In the event of any of the said sanctions and approvals referred to in the preceding Clause not being obtained and/or the Scheme not being sanctioned by the Tribunal, this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and/or liabilities which might have

arise in accordance with the provisions of the Scheme and which may be governed and be governed or worked out in a specifically prescribed manner or in any other manner as may be directed by the Tribunal.

19. **COVENANTS, CHARGES & EXPENSES**  
All costs, charges, taxes including stamp, fees and all other expenses payable by or for the parties to the Scheme shall be borne by the Transferee Company.

20. **MISCELLANEOUS**  
If any part of this Scheme is held to be void, it shall not affect the validity of the remaining part of the Scheme and the Scheme shall not be affected thereby.

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,  
MUMBAI BENCH  
CSP NO. 956 OF 2017

In the matter of the Companies Act, 2013

AND

In the matter of Sections 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 Arrangement between Bellissima Crown Builders Private Limited ("Transferor Company") and Lodha Developers Private Limited ("Transferee Company") and their respective shareholders ("Scheme")

Lodha Developers Private Limited - Petitioner Company  
**CERTIFIED COPY OF ORDER DATED 4<sup>TH</sup> DAY OF JANUARY 2018 AND THE SCHEME ANNEXED TO THE PETITION**



**HEMANT SETHI & CO**  
ADVOCATES FOR PETITIONER  
-8198244453

**Certificate of Incorporation consequent upon conversion to Public Limited Company**



Corporate Master Number: 148208M18691000041  
From Certificate of Incorporation consequent upon conversion from Private Company to Public Company

IN THE MATTER OF LODHA DEVELOPERS PRIVATE LIMITED

I hereby certify that LODHA DEVELOPERS PRIVATE LIMITED which was originally incorporated on Twenty 09<sup>th</sup> day of September One Thousand Nine Hundred ninety five under the Companies Act, 1956 as LODHA DEVELOPERS LIMITED and upon an intimation made for conversion into Public Limited Company under Section 18 of the Companies Act, 2013, and approval of Central Government as per writing having been received from the Registrar of Companies, Mumbai vide D.O. DATED 18<sup>th</sup> JUNE 2018 in the name of the said Company is this day merged to LODHA DEVELOPERS LIMITED.

Given under my hand at Mumbai this 7<sup>th</sup> day of March Two thousand eighteen.

**V T SAJJAM**  
Registrar of Companies  
MUMBAI

Mailing Address as per record available to Registrar of Companies office:  
LODHA DEVELOPERS LIMITED  
#12, Floor-4, 1711, Sahakar Nagar, Chembur, Post Road,  
Chembur Circle, Fort, Mumbai, Maharashtra, India, 400071



बवई - ४  
१०२०६ ६२/०५  
२०२४





GOVERNMENT OF INDIA  
MINISTRY OF CORPORATE AFFAIRS

Office of the Registrar of Companies  
Everest, 100 Marine Drive, Mumbai, Maharashtra, India, 400002

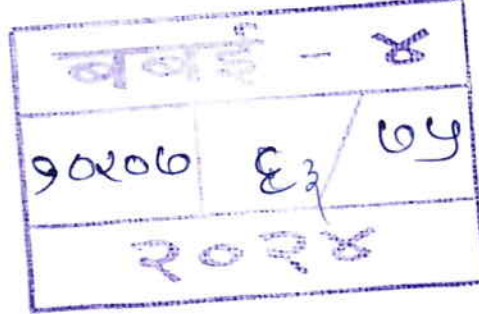
**Certificate of Incorporation pursuant to change of name**  
[Pursuant to rule 29 of the Companies (Incorporation) Rules, 2014]

Corporate Identification Number (CIN): U45200MH1995PLC093041

I hereby certify that the name of the company has been changed from LODHA DEVELOPERS LIMITED to MACROTECH DEVELOPERS LIMITED with effect from the date of this certificate and that the company is limited by shares.

Company was originally incorporated with the name LODHA DEVELOPERS PRIVATE LIMITED.

Given under my hand at Mumbai this Twenty fourth day of May two thousand nineteen.



DS Ministry  
of Corporate  
Affairs 23

V T SAJEEVAN

Registrar of Companies

RoC - Mumbai

Mailing Address as per record available in Registrar of Companies office:

MACROTECH DEVELOPERS LIMITED

412, Floor- 4, 17G Vardhaman Chamber, Cawasji Patel Road, Horniman Circle, Fort, Mumbai,  
Maharashtra, India, 400001







## Maharashtra Real Estate Regulatory Authority

### REGISTRATION CERTIFICATE OF PROJECT

#### FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number :  
**P51900015715**

Project: **New Cuffe Parade - Lodha Gardenia Plot Bearing / CTS / Survey / Final Plot No.: Block C, WTT, CS No. 8pt. SaltPan Division at Mumbai City, Mumbai City, Mumbai City, 400022;**

1. **Macrotech Developers Limited** having its registered office / principal place of business at *Tehsil: Mumbai City, District: Mumbai City, Pin: 400001.*
2. This registration is granted subject to the following conditions, namely:-
  - The promoter shall enter into an agreement for sale with the allottees;
  - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
  - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (l) of sub-section (2) of section 4 read with Rule 5;OR  
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
  - The Registration shall be valid for a period commencing from **19/03/2018** and ending with **30/09/2022** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
  - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
  - That the promoter shall take all the pending approvals from the competent authorities
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.



Signature valid  
Digitally Signed by  
Dr. Vasant Premanand Prabhu  
(Secretary, MahaRERA)  
Date: 10-12-2020 08:19:55

Dated: **19/03/2018**

Place: **Mumbai**

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



## घोषणापत्र

मी, सुरेन्द्रन नायर / पॅट्रिक मोनिस / संगीत चौधरी / रितेश जगताप / बिबिन सॅम / जॉय वालीकोदय / बर्नार्ड सोरेस याद्वारे घोषित करतो कि, दुय्यम निबंधक मु. ४ यांचे कार्यालयात करारनामा / या शीर्षकाचा दस्त नोंदविण्यासाठी सादर करण्यात आला आहे

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

ठिकाण - मुंबई

दिनांक 01/11/2024



कुलमुखत्यार पत्राचे घोषणापत्र लिहून देणार



## घोषणापत्र

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

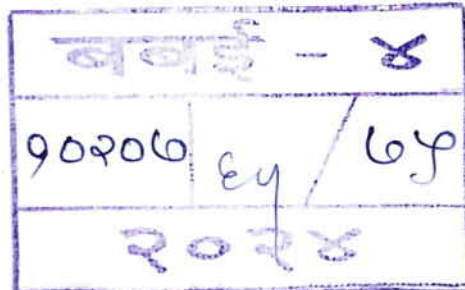
सुरेन्द्रन नायर / पॅट्रिक मोनिस / संगीत चौधरी / रितेश जगताप / बिबिन सॅम / जॉय वालीकोदय / बर्नार्ड सोरेस यांनी दिनांक 04/10/2021 रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे / निष्पादित करून कबुलीजबाब दिलेला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र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

ठिकाण - मुंबई

दिनांक 01/11/2024



कुलमुखत्यार पत्राचे घोषणापत्र लिहून देणार













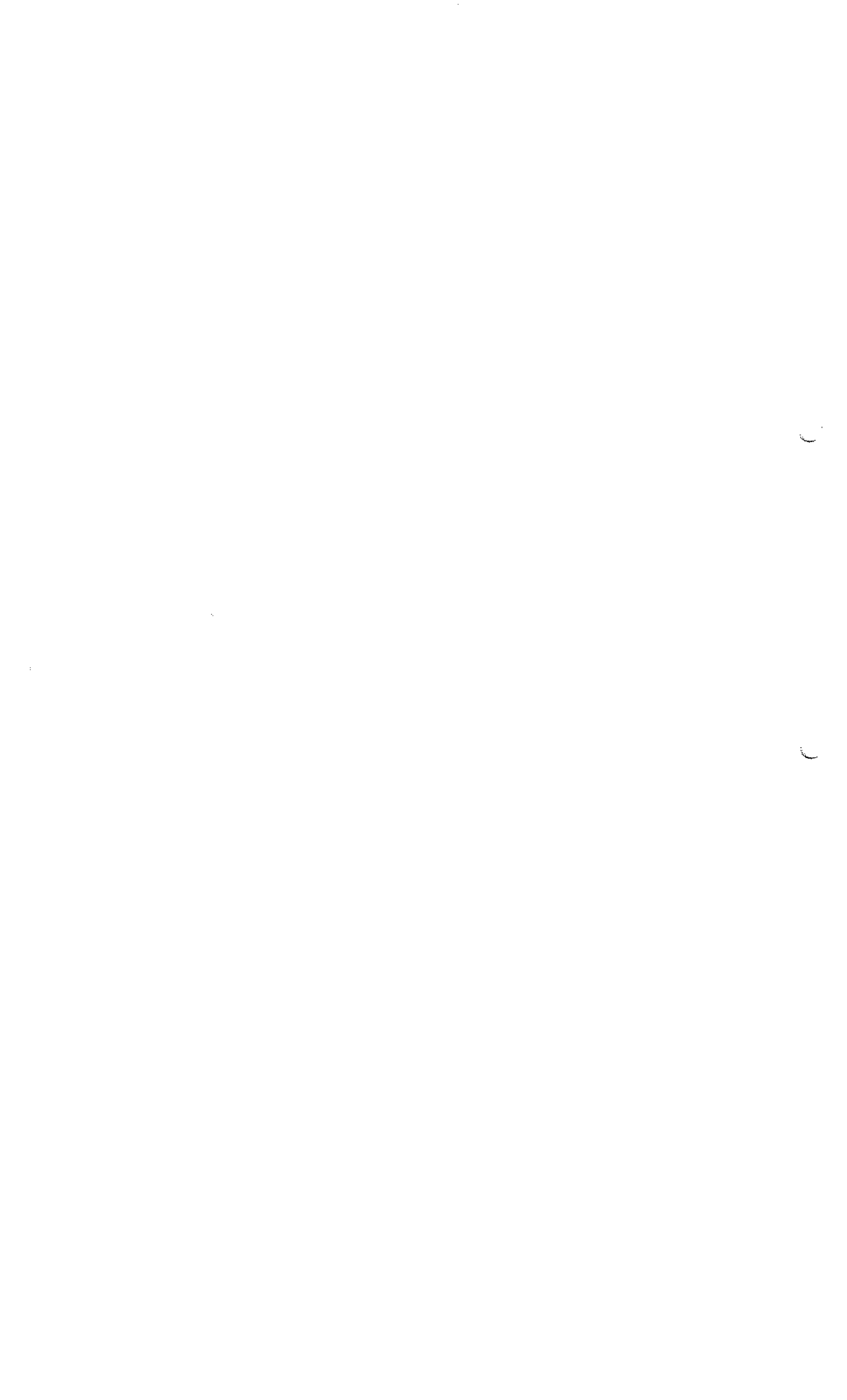


आयकर विभाग  
 INCOME TAX DEPARTMENT  
 AKSHARA AWASTHI  
 ANIL KUMAR AWASTHI  
 04/07/1993  
 Permanent Account Number  
 BBBPA5245E  
 Signature  
 भारत सरकार  
 GOVT. OF INDIA  
 17C32012

*Akshara*



बवई - ४	
१०२०७	०० / ०५
२०२४	



**आयकर विभाग**  
**INCOME TAX DEPARTMENT**  
**BAJRANGI LAL GUPTA**  
**JAWAHAR LAL GUPTA**  
 10/01/1990  
 Permanent Account Number  
**BIGPG6793P**  
 Signature

**भारत सरकार**  
**GOVT. OF INDIA**



*Bajrangl Gupta*



बजई - ४	
१०२०६	०१ / ०५
२०२४	







भारत सरकार  
GOVERNMENT OF INDIA



गुरुदीप सिंह गुरुबचन सिंह कौरा  
Gurudeep Singh Gurubachan Singh Kaura  
जन्म तारीख/DOB: 13/07/1974  
पुरुष/ MALE

Mobile No: 9821249318

8913 2894 8284  
VID : 9198 0150 2623 2177

Issue Date: 23/12/2012

*Gurudeep Singh Kaura*

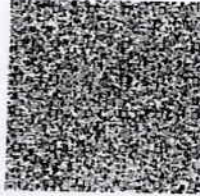
माझे आधार, माझी ओळख



भारतीय विशिष्ट पहचान प्राधिकरण  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पत्ता:  
मार्फत: गुरुबचन सिंह कौरा, ए 2102, 21 फ्लोर, अजमेरा  
झोशेन बिल्डिंग, आणिक वाडाला लिंक रोड, आई मॅक्स  
थियेटर जवळ, वडाळा, मुंबई, मुंबई,  
महाराष्ट्र - 400037

Address:  
C/O: Gurubachan Singh Kaura, A 2102, 21th  
Floor, Ajmera Zeon Building, Anik Wadala Link  
Road, Near I Max Theater, Wadala, Mumbai,  
Mumbai City,  
Maharashtra - 400037



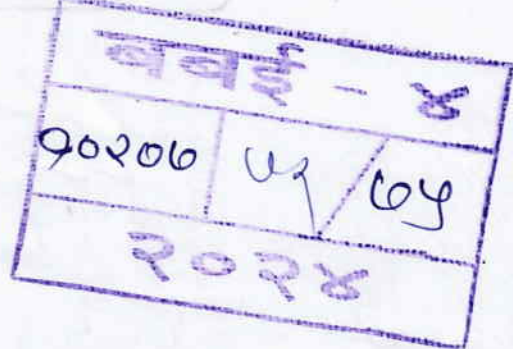
8913 2894 8284  
VID : 9198 0150 2623 2177

1947  
1800 300 1947

help@uidai.gov.in

www.uidai.gov.in

*Gurudeep Singh Kaura*






**भारत सरकार**  
**GOVERNMENT OF INDIA**



**Munish Prakash Vibhakar**  
 जन्म तारीख / DOB: 24/03/1992  
 पुरुष / MALE

**9776 9915 0144**  
 VID : 9199 0054 3111 2934

**माझे आधार, माझी ओळख**


*Munish Vibhakar*




**भारतीय विशिष्ट पहचान प्राधिकरण**  
**UNIQUE IDENTIFICATION AUTHORITY OF INDIA**

**Address:**  
 S/O Prakash Vibhakar, BEHIND SHANI  
 MANDIR, R NO 2, CAMA WADI,  
 DINQUARY ROAD, PAN VTC: T.F.  
 Deonar S.O, District: Mumbai, State:  
 Maharashtra, PIN Code: 400088,

**9776 9915 0144**  
 VID : 9199 0054 3111 2934



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*Munish Vibhakar*

बवई - ४	
१०२०६	०३ / ०५
२०२४	



508/10207

शुक्रवार, 17 मे 2024 12:54 म.नं.

दस्त गोषवारा भाग-1

ववई4

दस्त क्रमांक: 10207/2024

दस्त क्रमांक: ववई4 /10207/2024

वाजार मुल्य: रु. 1,26,61,029/- मोवदला: रु. 1,67,54,000/-

भरलेले मुद्रांक शुल्क: रु.10,05,500/-

दु. नि. सह. दु. नि. ववई4 यांचे कार्यालयात

पावती:10991

पावती दिनांक: 17/05/2024

अ. क्रं. 10207 वर दि.17-05-2024

सादरकरणाराचे नाव: अक्षरा अवस्थी

रोजी 12:49 म.नं. वा. हजर केला.

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1500.00

पृष्ठांची संख्या: 75

एकुण: 31500.00

दस्त हजर करणाऱ्याची सही:

मह.दुय्यम निबंधक, मुंबई-4

मह.दुय्यम निबंधक, मुंबई-4

दस्ताचा प्रकार: करारनामा

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

शिक्रा क्रं. 1 17 / 05 / 2024 12 : 49 : 57 PM ची वेळ (सादरीकरण)

शिक्रा क्रं. 2 17 / 05 / 2024 12 : 53 : 50 PM ची वेळ (फी)

### प्रतिज्ञापत्र

सदर दस्तावेज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीस दाखल केलेला आहे. दस्तातील संपूर्ण मजकूर निष्पादक व्यक्ती साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. दस्ताची सत्यता, वैधता कायदेशीर बाबीसाठी दस्त निष्पादक व कबुलीधारक हे संपूर्णपणे जबाबदार राहतील.

P.R. Kesarkar

लिहून देणारे

Akshara

लिहून घेणारे



3/17/24





17/05/2024 1 05:26 PM

दस्त गोषवारा भाग-2

बबई4

दस्त क्रमांक:10207/2024

दस्त क्रमांक :बबई4/10207/2024

दस्ताचा प्रकार :-करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	ठसा प्रमाणित
1	नाव:अक्षरा अवस्थी पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: एच नं -54 डीडीए एमआईजी फ्लॉट गेट नं 2, शिवमंदिर जवळ मादीपूर, पश्चिम विहार एस.ओ दिल्ली पश्चिम दिल्ली, ब्लॉक नं: -, रोड नं: -, दिल्ली, पश्चिम दिल्ली. पॅन नंबर:BBBPA5245E	लिहून घेणार वय :-30 स्वाक्षरी:- <i>Akshara</i>		
2	नाव:मॅक्रोटिक डेव्हलपर्स लि. तर्फे कु. मु. सुरेन्द्रन नायर तर्फे कु. मु. पंढरी केसरकर पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 412 4था मजला 17जी वर्धमान चेंबर कावसजी पटेल रोड हॉर्निमन सर्कल फोर्ट मुंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुंबई. पॅन नंबर:AAACL1490J	लिहून देणार वय :-50 स्वाक्षरी: <i>P.R. Kesarkar</i>		
3	नाव:बजरंगी लाल गुप्ता पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: एच नं -54 डीडीए एमआईजी फ्लॉट गेट नं 2, शिवमंदिर जवळ मादीपूर, पश्चिम विहार एस.ओ दिल्ली पश्चिम दिल्ली, ब्लॉक नं: -, रोड नं: -, दिल्ली, पश्चिम दिल्ली. पॅन नंबर:BIGPG6793P	लिहून घेणार वय :-34 स्वाक्षरी:- <i>Bhargava</i>		

वरील दस्ताऐवज करून देणार तथाकथित करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.  
शिवका क्र.3 ची वेळ:17 / 05 / 2024 01 : 03 : 27 PM

ओळख:-

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

क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	ठसा प्रमाणित
1	नाव:गुरुदिप सिंह कोरा - - वय:48 पत्ता:वडाळा मुंबई पिन कोड:400037	 स्वाक्षरी <i>Gurudip</i>	
2	नाव:मुनिश विभाकर - - वय:32 पत्ता:देवनार मुंबई पिन कोड:400088	 स्वाक्षरी <i>Munish Vibhakar</i>	

शिवका क्र.4 ची वेळ:17 / 05 / 2024 01 : 04 : 41 PM

सह दुय्यम निबंधक, मुंबई-4

Payment Details.

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	Akshara Awasthi	eChallan	02003942024051601488	MH002077073202425E	1005500.00	SD	0001210006202425	17/05/2024
2		DHC		0524172906921	1500.	RF	0524172906921D	17/05/2024
3	Akshara Awasthi	eChallan		MH002077073202425E	30000	RF	0001210006202425	17/05/2024

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

10207 /2024

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प्रमाणित करणेत येते की सदरील  
दस्तामध्ये एकूण.....पाने आहेत  
पुस्तक क्र. १, बबई-४/ १०२०७  
नं.दस्ता. 17 MAY 2024  
दिनांक

*सह दुय्यम निबंधक*  
(सुधाकर वि थोरे)  
सह दुय्यम निबंधक वरग-२, मुंबई शहर-४

4.25  

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4.30