

AGREEMENT TO SELL

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

B E T W E E N:

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

AND

Firoz Sayyad residing / having its address at **Plot No 24, Sai Nagar, Godhani Road, Nagpur - 440030 Maharashtra India** and assessed to income tax under permanent account number (PAN) **CLIPS8220D** 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**"

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

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**1. DEFINITIONS –**

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

Annexure 6

(Unit and Project Details)

- (I) **CUSTOMER ID** :2245303
- (II) **Correspondence Address of Purchaser:** Plot No 24, Sai Nagar, Godhani Road, Nagpur - 440030
Maharashtra India
- (III) **Email ID of Purchaser:** firoztheking.sayyad@gmail.com
- (IV) **Unit Details:**
- (i) **Development/Project** : Vikhroli Tower C3
 - (ii) **Building Name** : Tower C3
 - (iii) **Wing** : Wing D
 - (iv) **Unit No.** : Wing D-2006
 - (v) **Area** :

	Sq. Ft.	Sq. Mtrs.
Carpet Area	500	46.45
EBVT Area	40	3.72
Net Area (Carpet Area +EBVT Area)	540	50.17

- (vi) **Car Parking Space Allotted:** 1
- (V) **Consideration Value (CV):** Rs. 1,44,52,920/- (Rupees One Crore Forty-Four Lakh Fifty-Two Thousand Nine Hundred Twenty Only)
- (VI) **Payment Schedule for the Consideration Value (CV):**

Sr. no.	On Initiation of below milestones	Amount (In Rs.)	Due Date
1	Booking Amount I	1,80,000	09-06-2024
2	Booking Amount II	5,42,646	09-06-2024
3	Booking Amount III	28,90,584	07-07-2024
4	On initiation of RCC works for Level 12	14,45,292	Due As Per Construction
5	On initiation of RCC works for Level 19	14,45,292	Due As Per Construction
6	On initiation of RCC works for Level 26	14,45,292	Due As Per Construction
7	On initiation of RCC works for Level 32	13,00,763	Due As Per Construction
8	On initiation of Brick work	5,78,117	Due As Per Construction
9	On date of receipt of OC	4,33,587	Due As Per Construction
10	On initiation of Internal Plumbing Works	5,78,117	Due As Per Construction
11	On initiation of Plinth	14,45,292	Due As Per Construction
12	On initiation of RCC works for Level 05	14,45,292	Due As Per Construction
13	On initiation of Excavation	7,22,646	Due As Per Construction

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

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



(Vii) Joint Eligibility:

The number of family members eligible for joint membership are

Configuration of JCT	No. of members
1 BHK	4
2 BHK	5
3 BHK	5
4 BHK or larger	6

(viii) Date of Offer of Possession: 31-03-2027, subject to additional grace period of 18 Months and any extension as may be applicable on account of the provisions of Clause 11.4.

(ix) Project Details:

- 1) Project Name: Vikhroli Tower C3
- 2) RERA Registration Number: P50800054075
- 3) No. of Buildings: 1

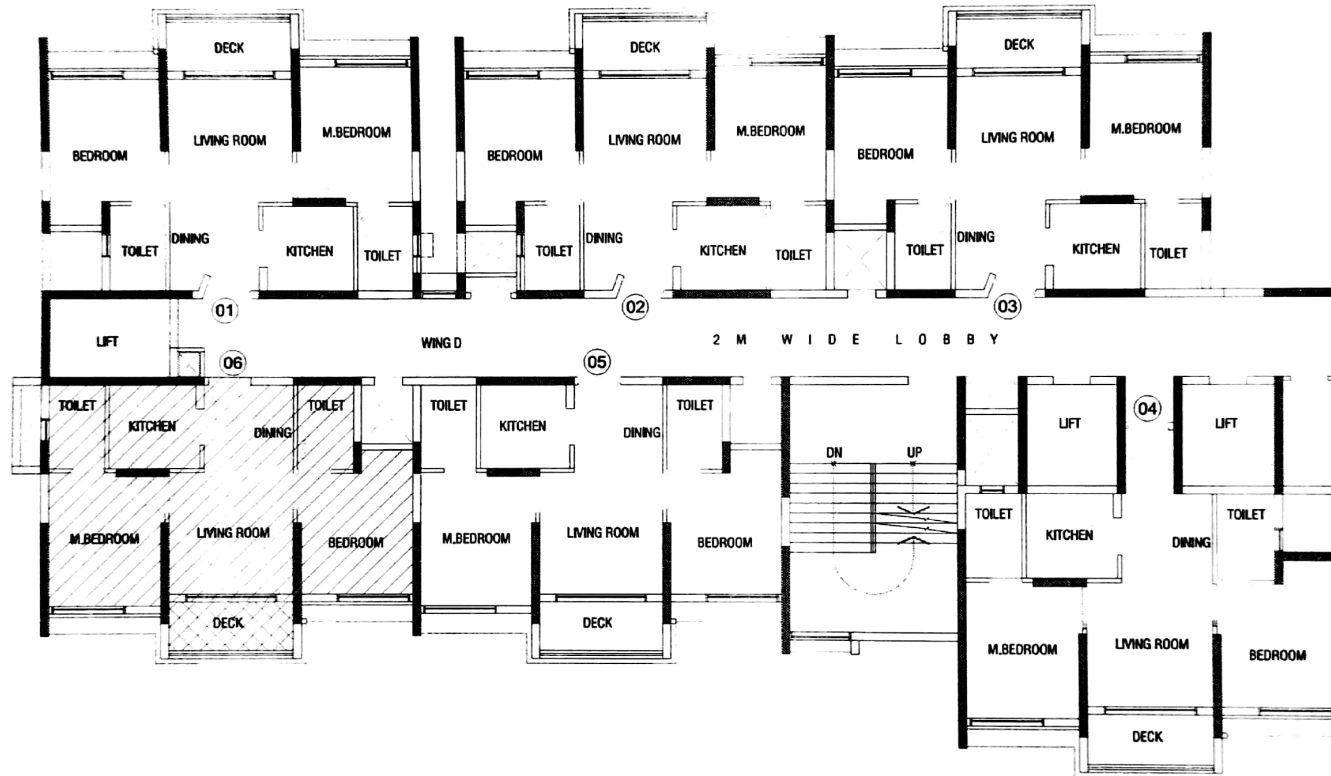


Annexure 6A

(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. 3,05,080/- (Rupees Three lakh Five Thousand Eighty 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. 36,936/- (Rupees Thirty-Six Thousand Nine Hundred Thirty-Six Only) covering period of 18 months from DOP.
 2. **FCAM Charges (if applicable):** Rs. 2,10,600/- (Rupees Two Lakh Ten Thousand Six Hundred Only) covering period of 60 months from DOP.
 3. **Property Tax (Estimated):** Rs. 19,440/- (Rupees Nineteen Thousand Four Hundred Forty Only) covering period of 18 months from DOP.
 4. **Building Protection Deposit:** Undated Cheque of Rs.64,800/- (Rupees Sixty-Four Thousand Eight Hundred Only) toward Building Protection deposit which shall be encased only if there is violation of guidelines in respect of excitation of fit out/interior work.

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



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

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

UNIT NO. 06 :
TYPICAL UNIT: 15TH TO 27TH FLOOR

VIK-HROLI TOWER C3	Wing D	FLOOR:-	UNIT NO.-
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MACROTECH DEVELOPERS LIMITED

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

<input type="checkbox"/> CARPET AREA <input checked="" type="checkbox"/> EBVT	NORTH	ARCHITECT
		KAPADIA ASSOCIATES 112, PENINSULA CENTRE, DR SS RAO RD, PAREL EAST, MUMBAI, MAHARASHTRA 400012



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 :
P51800054475

Project: Vikhroli Tower C3, Plot Bearing / CTS / Survey / Final Plot No.:67 Part at Vikhroli, Kurla, Mumbai Suburban, 400079;

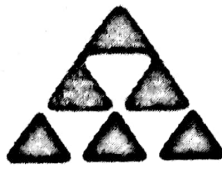
- Macrotech Developers Limited** having its registered office / principal place of business at *Tehsil: Mumbai City, District: Mumbai City, Pin: 400001.*
- This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with the allottees;
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (l) of sub-section (2) of section 4 read with Rule 5;
OR
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
 - The Registration shall be valid for a period commencing from **25/01/2024** and ending with **31/12/2028** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
 - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
 - That the promoter shall take all the pending approvals from the competent authorities
- If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.



Signature valid
Digitally Signed by
Dr. Vasant Premchand Prabhu
(Secretary, MahaRERA)
Date:31-01-2024 13:38:24

Dated: 31/01/2024
Place: Mumbai

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



DEVELOPER COPY

Sr. No.

676

SLUM REHABILITATION AUTHORITY

Administrative Building, Anant Kanekar Marg, Bandra (east), Mumbai - 400051.

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966 (FORM "A")

NO N/PVT/0106/20220718/AP/C-2

28 DEC 2023

COMMENCEMENT CERTIFICATE

Composite Building No-5

To,

M/s. Macrotech Developers Ltd
N.M. Joshi Marg,
Mumbai - 400 011.

Sir,

With reference to your application No. 920 dated 08/09/2023 for Development Permission and grant of Commencement Certificate under section 44 & 69 of the Maharashtra Regional Town Planning Act, 1966 to carry out development and building permission under section 45 of Maharashtra Regional and Town Planning Act, 1966 to erect a building on plot No. 67/18, 67/22 to 25, 67/29 to 39 & 67/41 of village Vikroli

of viage Vikroli T.P.S No. -
ward 5/N Situated at LBS Road, Vikroli (N) Mumbai 400 079


The Commencement Certificate / Building Permit is granted subject to compliance of mentioned in LOI
U/R No. N/PVT/0106/20220718/LOI dt 08/11/2023
IOA/U/R No. N/PVT/0106/20220718/AP/C-2 dt 10/11/2023
and on following conditions.

1. The land vacated in consequence of endorsement of the setback line / road widening line shall from part of the Public Street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any reason until occupancy permission has been granted.
3. The Commencement Certificate / Development permission shall remain valid for one year from the date of its issue. However the construction work should be commenced within three months from the date of issue.
4. This permission does not entitle you to develop land which does not vest in you or in contravention of the provision of coastal Zone Management Plan.
5. If construction is not commenced this Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the C.E.O. (SRA) if:
 - (a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
 - (b) Any of the condition subject to which the same is granted or any of the restrictions imposed by the C.E.O. (SRA) is contravened or not complied with.
 - (c) The C.E.O. (SRA) is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 and 45 of the Maharashtra Regional and Town Planning Act 1966.
7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The C.E.O. (SRA) has appointed Shri M.A.Wani
Executive Engineer to exercise his powers and functions of the Planning Authority under section 45 of the said Act.

This C.C is granted for work up to Plinth Level.

For and on behalf of Local Authority
The Slum Rehabilitation Authority


Executive Engineer (SRA)
FOR
CHIEF EXECUTIVE OFFICER
(SLUM REHABILITATION AUTHORITY)

Pricesheet for Lodha Evergreen w.e.f 26th Januray, 2024

Pricesheet for Mr B			
19 May 2024			
Residence Details	Project		Lodha Evergreen
	Wing		D
	Floor		20
	Unit No.		06
	Typology		2 BHK-A
	Views		Internal view - 540
	Carpet Area (sq. ft.)		500
	EBVT* Area (sq.ft.)		40
	Net Area (sq.ft.)		540
	Parking Details**	Car	
Consideration Value	Unit Cost (UC)	INR	1,30,07,628
	Other Building Expenses***	INR	14,45,292
	Sub-Total 1: Consideration Value	INR	1,44,52,920
Amounts payable prior to registration	Stamp Duty^	INR	8,67,500
	Registration Charges and Processing Fees^	INR	36,000
	Sub-Total 2: Stamp Duty and Registration Fees	INR	9,03,500
	Utility/Infrastructure/Other Charges	INR	3,05,080
	Sub-Total 3: Other Charges	INR	3,05,080
GST	GST on Consideration Value^	INR	7,23,000
	GST on Other Charges^	INR	15,500
	Sub-Total 4: GST	INR	7,38,500
Total: (Sub-Total 1 to 4)	Total Cost of Ownership (TCO)	INR	1,64,00,000
Statutory Remarks			
All amounts are stated in Indian Rupees (INR). *Exclusive Balcony, Veranda, Open Terrace Area ** Location shall be determined by the Developer at its sole discretion. ^Subject to actuals. Stampduty and Registration charges are payable on Ready Reckoner Value or CV whichever is higher.			
***Other Building Expenses include expenses related to building ground, building garden, building signage and building basement/podium/stilts, building lifts & lift rooms, building lobbies at various levels, storage tanks for building and other MEP systems for the building			
Following maintenance related amounts shall be payable additionally at time of possession: <u>BCAM charges for 18 months at Rs. 3.80 per sq. ft. net area; FCAM for 60 months at Rs. 6.5 per sq. ft. net area;</u> <u>Property Tax deposit for for 18 months @ Rs. 2 psf net area;</u> these are estimates and maybe revised at the time of offer of possession, GST as applicable based on prevalant govt rates will be payable on these charges.			
An undated cheque of <u>Rs.120 psf net area</u> shall be taken towards <u>building protection deposit</u> which shall be encashed only on violation of guidelines for fit-outs/interior work. GST as applicable based on prevalant govt rates will be payable on these charges.			
All government taxes/levies, as may be applicable, shall be borne separately by the purchaser; All payments can be made by Cheque/DD in favour of <u>Macrotech Developers Limited</u> / RTGS to Company account / Credit Card (only for Booking Amount 1). Cash payments are not permitted; Booking amount -1 and Booking amount-2 are non-refundable. This price sheet should be read along with application form/ allotment letter/ registered agreement for sale Note: Third party payments are not permitted. DDs will have to be supported by a letter from the bank confirming that the same has been drawn from the applicant's account			
TDS payment is the responsibility of the purchaser. Under Section 194-IA of the Income-Tax (IT) Act, a buyer is liable to deduct and submit 1% of the total cost of ownership as TDS if the property value is over Rs.50 lakhs. Please make timely TDS payments by logging into your IT portal and share the TDS certificate, Form 26QB and Form 16B with us.			

Haritwal



Payment Schedule for Mr/Mrs						Due Date
Milestones	% of CV	Amount Towards CV	TDS @ 1%	GST @ 5%	Total Demand	
Booking Amount I	-	1,80,000	-	-	1,80,000	19 May 2024
Booking Amount II (Less BA1, within 3 days from date of booking)	5% - BA I	5,42,646	7,226	36,132	5,71,552	22 May 2024
Mandatory registration						07 July 2024
Booking Amt III - 50 days from booking	20.0%	28,90,584	28,906	1,44,529	30,06,207	15 September 2024
Initiation of RCC works for Excavation	5.0%	7,22,646	7,226	36,132	7,51,552	15 September 2024
Initiation of RCC works for Plinth	10.0%	14,45,292	14,453	72,265	15,03,104	15 September 2024
Initiation of Internal Brickwork	4.0%	5,78,117	5,781	28,906	6,01,241	15 September 2024
Initiation of RCC works for Level 05	10.0%	14,45,292	14,453	72,265	15,03,104	15 September 2024
Initiation of Internal Plumbing	4.0%	5,78,117	5,781	28,906	6,01,241	Due as per Construction
Initiation of RCC works for Level 12	10.0%	14,45,292	14,453	72,265	15,03,104	Due as per Construction
Initiation of RCC works for Level 19	10.0%	14,45,292	14,453	72,265	15,03,104	Due as per Construction
Initiation of RCC works for Level 26	10.0%	14,45,292	14,453	72,265	15,03,104	Due as per Construction
Initiation of RCC works for Level 32	9.0%	13,00,763	13,008	65,038	13,52,793	Due as per Construction
Possession	3.0%	4,33,588	4,336	21,679	4,50,931	Due as per Construction
Total	100%	1,44,52,920	1,44,529	7,22,646	1,50,31,037	

A. Haritwal

