

507/9397

Friday, July 01, 2022

11:18 AM

पावती

Original/Duplicate

नोंदणी क्र. :39म

Regn.:39M

पावती क्र.: 9865 दिनांक: 01/07/2022

गावाचे नाव: खोणी

दस्तऐवजाचा अनुक्रमांक: कलन5-9397-2022

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: विनिता मिश्रा - -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2200.00

पृष्ठांची संख्या: 110

एकूण:

रु. 32200.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे
11:38 AM ह्या वेळेस मिळेल.

Joint Sub Registrar Kalyan 5

सह. दुय्यम निबंधक वर्ग-२
कल्याण क्र. ५

बाजार मूल्य: रु.6393200 /-

मोबदला रु.11464052/-

भरलेले मुद्रांक शुल्क : रु. 401500/-

1) देयकाचा प्रकार: DHC रकम: रु.200/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 2706202213630 दिनांक: 01/07/2022

वैकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रकम: रु.2000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 3006202217017 दिनांक: 01/07/2022

वैकेचे नाव व पत्ता:

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

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH004172900202223E दिनांक: 01/07/2022

वैकेचे नाव व पत्ता:

मुद्रांक शुल्क माफी असल्यास तपशिल :-

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

Vinita





01/07/2022

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. कल्याण 5

दस्त क्रमांक : 9397/2022

नोंदणी :

Regn:63m

गावाचे नाव : खोणी

(1)त्रिलेखाचा प्रकार	करारनामा
(2)भोवदला	11464052
(3) बाजारभाव(भाडेपट्टयाच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे)	6393200
(4) भू-मापन,पोटहिस्सा व धरक्रमांक(असल्यास)	1) पालिकेचे नाव: ठाणे इतर वर्णन :सदनिका नं: 104, माळा नं: 1ला मजला, इमारतीचे नाव: टिनीटी सी-बिंग, ब्लॉक नं: पलावा 2 डोंबिवली पूर्व ठाणे,तळोजा बायपास रोड, इतर माहिती: विभाग नं.27.4 सोबत दोन कार पार्कींग दिनांक 15/01/2008 च्या अधिसूचनेनुसार विशेष वसाहत प्रकल्पांतर्गत प्रथम विक्रीकरारनाम्यास मु.शु. मध्ये 50% सबलत(टीपीएस 1213/116/मीआर-289/13/युडी-12)((Survey Number : 68, 149/1, 150/10 व दस्तात नमूद केल्याप्रमाणे ;))
(5) क्षेत्रफळ	1) 107.77 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-मॅक्रोटिक डेव्हलपर्स लि. तर्फे कु.मु. सुरेन्द्रन नायर तर्फे कु. मु. राहुल बंडेकर - - वय:-42; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 412, 4था मजला 17जी वर्धमान चेंबर कावमजी पटेल रोड हॉर्निमन सर्कल, फोर्ट, मुंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुंबई. पिन कोड:-400001 पॅन नं:-AAACL1490J
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-विनिता मिथा - - वय:-34; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: अँड्रीयाना के 303, डाऊनटाऊन, लोहा पलावा, फेज 2, खोणी, डोंबिवली, इंडिया, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, THANE. पिन कोड:-421204 पॅन नं:-CPKPM7838F 2): नाव:-रविंदर जमवाल - - वय:-41; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: अँड्रीयाना के 303, डाऊनटाऊन, लोहा पलावा, फेज 2, खोणी, डोंबिवली, इंडिया, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे. पिन कोड:-421204 पॅन नं:-AJXPJ9094R
(9) दस्तऐवज करून दिल्याचा दिनांक	01/07/2022
(10)दस्त नोंदणी केल्याचा दिनांक	01/07/2022
(11)अनुक्रमांक,खंड व पृष्ठ	9397/2022
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	401500
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

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
कल्याण क्र. ५

Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	Vinita Mishra	eChallan	69103332022062914723	MH004172900202223E	401500.00	SD	0002180600202223	01/07/2022
2		DHC		2706202213630	200	RF	2706202213630D	01/07/2022
3		DHC		3006202217017	2000	RF	3006202217017D	01/07/2022
4	Vinita Mishra	eChallan		MH004172900202223E	30000	RF	0002180600202223	01/07/2022

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

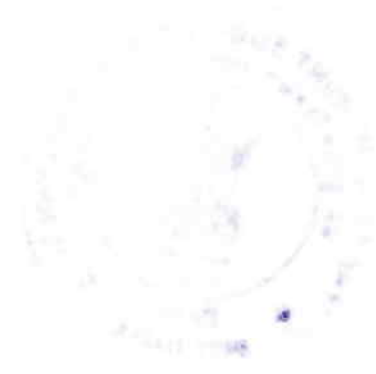
मूल्यांकन पत्रक (प्रभाव क्षेत्र - बांधीव)	
Valuation ID	202207011059
	01 July 2022, 11:04:55 AM
	कल-15
मूल्यांकनाचे वर्ष	2022
जिल्हा	ठाणे
तालुक्याचे नांव	कल्याण
गांवाचे नांव	खोणी
प्रमुख मूल्य विभाग	27
उप मूल्य विभाग	27.4
क्षेत्राचे नांव	Influence Area
	सर्व्हे नंबर / न. भू. क्रमांक
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.	
मूल्यदर (49350)	मोजमापनाचे एकक चौ मीटर
बांधीव क्षेत्राची माहिती	
मिळकतीचे क्षेत्र - 118.547 चौ. मीटर	मिळकतीचा वापर - निवासी सदनिका
बांधकामाचे वर्गीकरण - 1. आर सी सी	मिळकतीचे वय - 0 TO 2 वर्षे
उद्देशाने सुविधा - आहे	मजला - 1st To 4th Floor
	मिळकतीचा प्रकार - बांधीव
	मूल्यदर/बांधकामाचा दर - Rs.49350/-
Sale Type - First Sale	
Sale/Resale of built up Property constructed after circular dt.02/01/2018	
घसा यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर	(वार्षिक मूल्यदर * घसा-यानुसार टक्केवारी)
	= (49350 * (100 / 100))
	= Rs.49350/-
मजला निहाय घट/वाढ	= 100% of 49350 = Rs.49350/-
Rules Applicable	3
A)	मुख्य मिळकतीचे मूल्य
	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र
	= 49350 * 118.547
	= Rs.5850294.45/-
B)	खुल्या जमिनीवरील वाहन तळाचे क्षेत्र
	27.5 चौ. मीटर
	खुल्या जमिनीवरील वाहन तळाचे मूल्य
	= 27.5 * (49350 * 40/100)
	= Rs.542850/-
एकत्रित अंतिम मूल्य	
	= मुख्य मिळकतीचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + लगतच्या बांधीव मूल्य + नुडी बांधकाम वरील बांधीव मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + तळघराचे मूल्य + गॅलरी/बाँईन मजला क्षेत्र मूल्य + बंदिस्त वाहन तळाचे मूल्य + खोलीत वाहन तळ
	= A + B + C + D + E + F + G + H + I + J
	= 5850294.45 + 542850 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0
	Rs.6393144/-
	= २ त्रेसष्ट लाख त्र्याण्णव हजार एक शे चव्वेचाळीस/-

Home Print

क.ल.न.-५	
दस्त क्र. <i>EBEW</i>	२०२२
१	११०



W. F. S. B.
1911





CHALLAN
MTR Form Number-6



GRN	MH004172900202223E	BARCODE			Date	29/06/2022-10:39:47	Form ID	25.2
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Stamp Duty Registration Fee			TAX ID / TAN (If Any)				
Office Name	KLN5_KALYAN 5 JOINT SUB REGISTRAR			PAN No.(If Applicable)	CPKPM7838F			
Location	THANE			Full Name	Vinita Mishra			
Year	2022-2023 One Time			Flat/Block No.	Flat No. 104 Wing C Lodha Trinity			
Account Head Details	Amount In Rs.		Premises/Building					
0030046401 Stamp Duty	401500.00		Road/Street	Palava 2 Road Dombivli East				
0030063301 Registration Fee	30000.00		Area/Locality	Thane				
			Town/City/District					
			PIN					
			Remarks (If Any)	क.ल.न.-५ दस्त क्र. २०२२ ५५०				
			PAN2=AAACL1490J~SecondPartyName=Macrotech Limited~CA=11464052	Developers				
			Amount In	Four Lakh Thirty One Thousand Five Hundred Rupees				
Total	4,31,500.00		Words	Only				
Payment Details	IDBI BANK			FOR USE IN RECEIVING BANK				
Cheque-DD Details	Bank CIN	Ref. No.	69103332022062914723	713134597				
Cheque/DD No.	Bank Date	RBI Date	29/06/2022-16:43:31	Not Verified with RBI				
Name of Bank	Bank-Branch		IDBI BANK					
Name of Branch	Scroll No. , Date		-Not Verified with Scroll					

Department ID :

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

Mobile No. : 7710063691

सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी व करावयाच्या दस्तासाठी सदर चलन लागू नाही.



100

100

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100





CHALLAN
MTR Form Number-6



GRN	MH004172900202223E	BARCODE	[Barcode]		Date	29/06/2022-10:39:47	Form ID	25.2
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Stamp Duty Registration Fee			TAX ID / TAN (If Any)				
				PAN No.(If Applicable)	CPKPM7838F			
Office Name	KLN5_KALYAN 5 JOINT SUB REGISTRAR			Full Name	Vinita Mishra			
Location	THANE			Flat/Block No.	Flat No. 104 Wing C Lodha Trinity			
Year	2022-2023 One Time			Premises/Building				
Account Head Details		Amount In Rs.		Road/Street	Palava 2 Road Dombivli East			
0030046401	Stamp Duty	401500.00		Area/Locality	Thane			
0030063301	Registration Fee	30000.00		Town/City/District				
				PIN				
				Remarks (If Any)	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"> <p>क.ल.न.-५</p> <p>दस्त क्र. ३३६७ २०२२</p> <p>३ ३३०</p> </div>			
				PAN2=AAACL1490J-SecondPartyName=Macrotech Developers Limited-CA=11464052				
				Amount In	Four Lakh Thirty One Thousand Five Hundred Rupees			
				Words	Only			
Total		4,31,500.00						
Payment Details			IDBI BANK	FOR USE IN RECEIVING BANK				
Cheque/DD Details			Bank CIN	Ref. No.	69103332022062914723	713134597		
Cheque/DD No.			Bank Date	RBI Date	29/06/2022-16:43:31	Not Verified with RBI		
Name of Bank			Bank-Branch		IDBI BANK			
Name of Branch			Scroll No., Date		100 , 30/06/2022			



Department ID : [Blank] Mobile No. : 7710063691
 NOTE - This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करताच या दस्तासाठी सदर चलन लागू नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	User ID	Defacement Amount
1	(IS)-507-9397	0002180600202223	01/07/2022-11:18:30	IGR542	30000.00
2	(IS)-507-9397	0002180600202223	01/07/2022-11:18:30	IGR542	401500.00
Total Defacement Amount					4,31,500.00



THE UNIVERSITY OF CHICAGO
LIBRARY

1950

1950





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

Receipt of Document Handling Charges

PRN 2706202213630

Receipt Date 01/07/2022

Received from Macrotech Developers Ltd , Mobile number 0000000000, an amount of Rs.200/-, towards Document Handling Charges for the Document to be registered on Document No. 9397 dated 01/07/2022 at the Sub Registrar office Joint S.R.Kalyan 5 of the District Thane.

DEFACED

₹ 200

DEFACED

Payment Details

Bank Name sbiepay

Payment Date 27/06/2022

Bank CIN 10004152022062712589

REF No. 202217883811439

Deface No 2706202213630D

Deface Date 01/07/2022

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

क.ल.न.-५

दस्त क्र. ८३६६ २०२२

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क.ल.न.-५	
दस्त क्र. ९३९९	२०२२
५	९९०

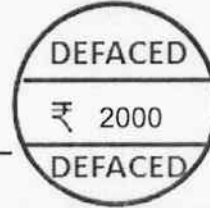


Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	3006202217017	Receipt Date	01/07/2022
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Received from MDL . ., Mobile number 9000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 9397 dated 01/07/2022 at the Sub Registrar office Joint S.R.Kalyan 5 of the District Thane.

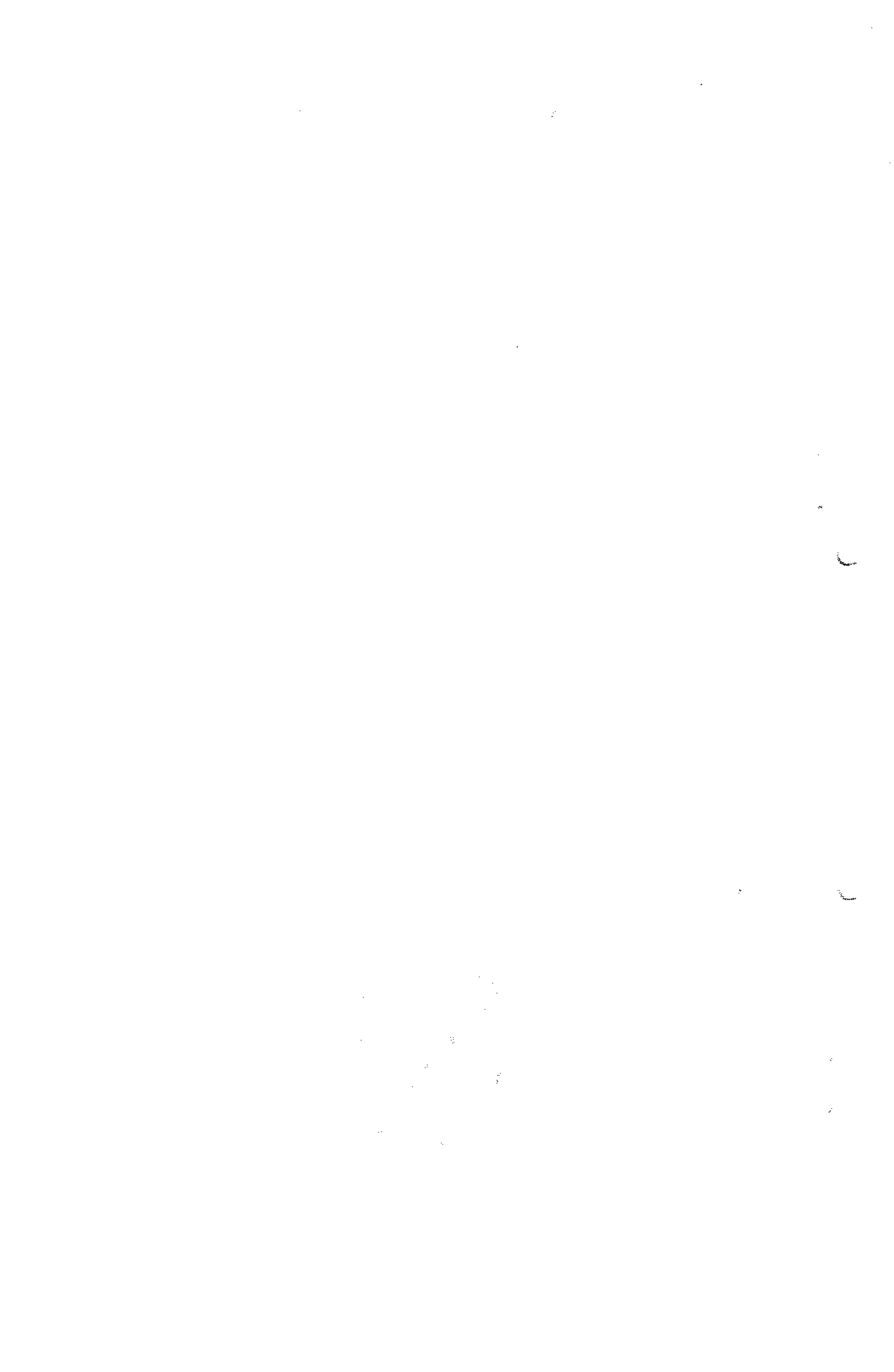


Payment Details

Bank Name	BARB	Payment Date	30/06/2022
Bank CIN	10004152022063014624	REF No.	1309548570
Deface No	3006202217017D	Deface Date	01/07/2022

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





क.ल.न.-५	
दस्त क्र. ३३७	२०२२
६	११०

AGREEMENT TO SELL

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

BETWEEN:

Macrotech Developers Limited, a company incorporated and registered under the Companies Act 1956, having its registered office at 412, Floor- 4, 17G Vardhaman Chamber, Cawasji Patel Road, Horniman Circle, Fort, Mumbai-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

Vinita Mishra and Ravinder Jamwal residing / having its address at **Adriana K 303, Dombivli, Loha Palava Phase 2, Khoni, Dombivali - 421204 Maharashtra India** and assessed to income tax under permanent account number (PAN) **CPKPM7838F, AJXPJ9094R** 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**"









क.ल.न.-५	
दस्त क्र. ३६७	२०२२
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WHEREAS:

- A. The Company 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 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.

कलन - ५	
दस्तावेज क्र. ३६६	२०२२
८	५५०

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.
- 1.5. "Authority" shall mean (i) any nation or government or any province, state or any other political subdivision thereof; (ii) any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any governmental authority, agency, department, board, commission or instrumentality; or (iii) any court, tribunal or arbitrator.
- 1.6. "BCAM Charges" shall mean the Building common area maintenance charges payable by the Purchaser *inter alia* for the maintenance of the Unit/ Building, but shall not include FCAM Charges.



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- 1.7. "Building" shall mean the single/multi-storied building constructed / being constructed as part of the Project.
- 1.8. "Building Conveyance" shall have the meaning ascribed to it in Clause 14.3 below.
- 1.9. "Building Protection Deposit" shall mean the amounts specified in the Annexure 6A.
- 1.10. "CAM Charges" shall have the meaning ascribed to it in Clause 15.5.
- 1.11. "CAM Commencement Date" shall mean the day from which the Purchaser will be required to pay BCAM Charges and FCAM Charges (if applicable) and will be the first day of the immediately succeeding month after the Date of Offer of Possession regardless of whether/when the Purchaser takes possession of the Unit.

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- "Car Parking Spaces" shall mean a location where a 4 wheel passenger vehicle can be parked. Car Parking Spaces includes open / stilt / covered parking spaces and maybe located in the basement, car park (including multi-level car park), podium etc. Shortest walking distance between the Building entrance lobby and entry to location where car is parked shall not exceed 750 meters.
- 1.13. "Carpet Area" shall mean the net usable area of the Unit including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/ verandah/ open terrace area or any exclusive open terrace area. Carpet area is calculated prior to application of any finishes (i.e. on bare shell basis). Carpet area is subject to tolerance of (+/-) 3% (three per cent) on account of structural, design and construction variances. In case of any dispute on the measurement of Carpet Area, the same shall be physically measured after removing all finishes that have been applied/fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Carpet Area.
- 1.14. "Cheque Bouncing Charges" shall mean the charges payable by either Party to this Agreement on account of a cheque issued pursuant to this Agreement is not honoured for any reason, whatsoever, including 'insufficient funds', 'stop payment' or 'account closed', and shall mean an amount equivalent to 2.5% (two point five per cent) of the value of the cheque in question. If the amount of the said cheque and the Cheque Bouncing Charges thereto are not paid within a period of 30 (thirty) days from the date the cheque is not cleared in the first instance, the Cheque Bouncing Charges shall increase to 5% (five per cent) of the value of the cheque issued.
- 1.15. "Club" shall mean any recreation facility constructed for the use of the purchasers of units in the Project or the Larger Property.
- 1.16. "Common Areas and Amenities" shall mean the common areas and amenities as are available to and /or in respect of the Building/ Larger Property, as the case may be and more particularly described at Annexure 7 (Common Areas and Amenities).
- 1.17. "Company Notice of Termination" shall have the meaning ascribed to it in Clause 11.2.1.
- 1.18. "Confidential Information" shall have the meaning ascribed to it in Clause 27.1 below.
- 1.19. "Consideration Value" shall have the meaning ascribed to it at Annexure 6 (Unit and Project Details).
- 1.20. "Date of Offer of Possession" or "DOP" shall mean the date on which the Company, by written intimation, makes the Unit available to the Purchaser along with the OC in respect of the Unit (the OC maybe for part or whole of the Building). The estimated DOP is set out at Annexure 6 (Unit and Project Details).
- 1.21. "Direct Tax" or "Direct Taxes" shall mean income tax, corporate tax, or similar tax or levy, wherever and whenever charged, levied or imposed together with any interest and penalties in relation thereto.
- 1.22. "Exclusive Balcony/ Veranda/ Open Terrace Area" or "EBVT Area" shall mean the floor area of the balcony (enclosed or open) and/or veranda and/or terrace and/or deck and/or

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elevation treatment and/or any other areas meant for the exclusive use of the Purchaser, other than the carpet area. EBVT Area is calculated prior to application of any finishes (ie. 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.

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- 1.23. "Extended DOP" shall have the meaning ascribed to it in Clause 10.1 below.
- 1.24. "FCAM Charges", if applicable, shall mean the Federation common area maintenance charges payable by the Purchaser *inter alia* for the maintenance of the Larger Property (excluding the Building) including property tax payable in respect of the Car Parking Spaces allocated to the Purchaser and the common areas of the Larger Property and amenities available to the Purchaser and excluding any and all BCAM Charges. FCAM Charges shall be applicable where the Project consists of more than one Ultimate Organization and will be as set out at **Annexure 6A**.
- 1.25. "Federation" shall mean the apex body to be formed by and consisting of the ultimate organizations formed in respect of various buildings constructed/to be constructed in the Project, to maintain, administer and manage the Larger Property and the Project. This may be a company or a registered federation or any other management structure as permissible in Applicable Law. Till such time that the management of the Federation is handed over to the representatives of the ultimate organization(s) of each of the building(s) on the Larger Property, all rights and powers of the Federation shall vest in and be exercised by the Company.
- 1.26. "Federation Conveyance" shall have the meaning ascribed to it in Clause 14.4 below.
- 1.27. "FEMA" shall have the meaning ascribed to it in Clause 20.1(bb) below.
- 1.28. "FMC" shall have the meaning ascribed to it in Clause 15.1 below.
- 1.29. "Force Majeure" shall mean an event of flood, fire, cyclone, earthquake, widespread disease, any other calamity caused by nature, any order of government which affects the ability of the Company to carry out works / raise moneys / get approvals, or any other event (one-off or continuing) beyond the control of the Company affecting the progress of the Project.
- 1.30. "FSI Free Constructed Spaces" shall have the meaning ascribed to it in Clause 15.1 below.
- 1.31. "Indirect Tax" or "Indirect Taxes" means goods and services tax, service tax, value added tax, sales tax, stamp duty, customs and import duties, levy, impost, octroi, and/or duty of any nature, whatsoever, whenever imposed and, or, levied, by any Authority, together with any interest and penalties in relation thereto, excluding any Direct Tax.
- 1.32. "Interest" shall mean simple interest at State Bank of India's (SBI) highest Marginal Cost of Lending Rate ("MCLR") + 2% (two per cent) per annum. The MCLR shall be taken as applicable on 1st (first) day of each quarter (1st January, 1st April, 1st July, 1st October) and the same shall be deemed to be the applicable MCLR for the said quarter. Provided further that if SBI MCLR is no longer in use, MCLR will be replaced by equivalent benchmark rate used by SBI.
- 1.33. "Larger Property" means the land with details as described in **Annexure 1** (*Description of Larger Property*). For clarity, there may be additional land parcels which may form part of the Larger Property, from time to time. For further clarity, there may be other building(s) and/or project(s) which will be constructed on the Larger Property.
- 1.34. "Liquidated Damages" shall mean an amount equivalent to 10% (ten per cent) of the Consideration Value and all other amounts payable under this Agreement, including, but not limited to, Reimbursements, Maintenance Related Amounts and all Indirect Taxes thereto.
- 1.35. "Loan" shall have the meaning ascribed to it in Clause 7.1 below.



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

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५९	1.41. "Property Tax" shall mean the amounts payable by the Purchaser towards property tax for the Unit, and the proportionate share of common areas of the Building.

- 1.39. "Possession Demand Letter" shall have the meaning ascribed to it in Clause 10.2 below.
- 1.40. "Project" shall mean the project with RERA registration number as stated in **Annexure 6** (Unit and Project Details) and with details as available with the concerned RERA authority (including current and proposed parts of the project). The Project may be part of a layout on the Larger Property which may comprise of various other buildings and/or projects.
- 1.41. "Property Tax" shall mean the amounts payable by the Purchaser towards property tax for the Unit, and the proportionate share of common areas of the Building.
- 1.42. "Refund Amount" shall mean:

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

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

- 1.43. "Reimbursements" shall include all expenses directly or indirectly incurred by the Company in providing or procuring services/facilities other than the Unit, including but not limited to, LUC, electricity deposit reimbursement, administrative expenses, utility connections, piped gas connection and related expenses, legal expenses and all applicable Taxes thereon. An indicative list of Reimbursements is at **Annexure 6A**

- 1.44. "RERA" shall mean the Real Estate (Regulation and Development) Act, 2016 and the rules / regulations framed by the relevant State Government thereunder and any amendments thereto and / or the rules / regulations.

- 1.45. "Service Providers" shall have the meaning ascribed to it in Clause 15.14 below.

- 1.46. "Shortfall Amount" shall have the meaning ascribed to it in Clause 16.3 below.

- 1.47. "Structural Defects" shall mean any defect related to the load bearing structure of the Building and water proofing. It is further clarified that this shall not include any other non-load bearing elements or defects for reasons not attributable to the Company.

- 1.48. "Taxes" shall mean and include Direct Tax and Indirect Tax.

- 1.49. "Transfer" shall mean the sale, transfer, assignment, directly or indirectly, to any third party of:

- a. the Unit or any part of the right, title or interest therein; and, or,
- b. the benefit of this Agreement; and, or,

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- c. 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;
- d. 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.

- 1.50. "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.
- 1.51. "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, and 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



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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.

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

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

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

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

3. DISCLOSURES AND TITLE

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

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

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

4. AGREEMENT TO SELL AND CONSIDERATION

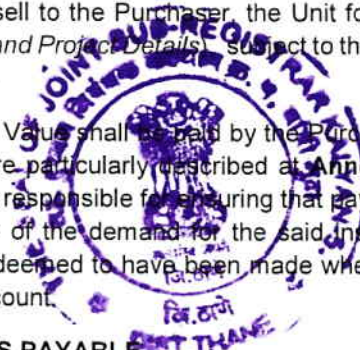
4.1. The Purchaser hereby agrees to purchase/ acquire from the Company and the Company hereby agrees to sell to the Purchaser, the Unit for the Consideration Value as set out in **Annexure 6 (Unit and Project Details)** subject to the terms and conditions mentioned herein and the Approvals.

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

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All other amounts payable under this Agreement, including, but not limited to, Reimbursements, Maintenance Related Amounts and all Indirect Taxes thereon, 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:

- shall make payment of the Consideration Value along with all other amounts payable under this Agreement, including, but not limited to, Reimbursements, Maintenance Related Amounts and all Indirect Taxes thereto as per the timelines set out herein, without any delay or demur for any reason whatsoever;
- shall observe all covenants, obligations and restrictions stated in this Agreement; and
- 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:

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

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

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, either Party shall be entitled to recover from the other Party responsible for such delayed payments, all costs associated with the administrative actions related to follow-up and recovery of such delayed payments, which are estimated to be 2% (two per cent) of the amount of the delayed payment per instance (subject to minimum of Rs. 20,000/- (Rupees Twenty Thousand Only) per instance of delayed payment in 2021 and shall be revised on 1st April of each year as per rate of Reserve Bank of India's consumer price index).

5. **CONSTRUCTION AND DEVELOPMENT**

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5.1. The Company 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.

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

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

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Reimbursements and Maintenance Related Charges paid by the Purchaser for the Unit and any payment made by the Purchaser to the Company and, or, any bank or financial institution / bond holders / investors/ funds / vehicle / instrumentality / entity / corporate body etc. nominated by the Company, in writing, shall be treated as being towards the fulfilment of the obligations of the Purchaser under this Agreement to the extent of such payment.

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7. **LOANS AGAINST THE UNIT**

- 7.1. The Parties agree that notwithstanding any loan or financial assistance availed or to be availed by the Purchaser in connection with the payments to be made pursuant to this Agreement ("**Loan**") and any mortgage created or to be created over the Unit in connection with such Loan (which shall require the prior written consent of the Company), the Purchaser shall remain solely and wholly responsible for the timely payment of the Consideration Value and all other amounts payable under this Agreement, including, but not limited to, Reimbursements and Maintenance Related Charges or any parts thereof and/or any other amounts payable hereunder.
- 7.2. The Parties further agree that the Company shall not in any way be liable or responsible for the repayment of the Loan taken by the Purchaser. All costs in connection with the procurement of the Loan and creation of a mortgage over Unit and payment of charges to banks or financial institutions in this connection shall be solely and exclusively borne and incurred by the Purchaser. Notwithstanding the provisions hereof, it is clarified that until all the amounts payable hereunder have not been paid, the Company shall have a lien on the Unit to which the Purchaser has no objection and hereby waives his right to raise any objection in that regard.
- 7.3. The Purchaser hereby expressly agrees that so long as the Loan and the Consideration Value and any other amounts payable under this Agreement, including, but not limited to, Reimbursements, Maintenance Related Charges and all Indirect Taxes thereto remain unpaid/outstanding, the Purchaser subject to the terms hereof, shall not sell, Transfer, let out and/or deal with the Unit in any manner whatsoever without obtaining prior written permission of the Company and/or the relevant banks/financial institutions which have advanced the Loan. The Company shall not be liable for any of the acts of omission or commission of the Purchaser which are contrary to the terms and conditions governing the Loan. It shall be the responsibility of the Purchaser to inform the Ultimate Organization about the lien/charge of such banks/financial institutions and the Company shall not be liable or responsible for the same in any manner whatsoever.
- 7.4. The Purchaser indemnifies and hereby agrees to keep harmless and indemnified the Company and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Company and its successors and assigns may suffer or incur by reason of any action that any bank/ financial institution may initiate on account of the Loan or for the recovery of the Loan or any part thereof or on account of any breach by the Purchaser of the terms and conditions governing the Loan.

8. **CAR PARKING**

- 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.



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- 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.

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10. **POSSESSION**

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

- 10.2. The Purchaser shall make full payment of all amounts payable under this Agreement within 14 (fourteen) days of the Company intimating him, in writing, that the Unit is ready for possession ("**Possession Demand Letter**") and shall thereafter, take possession of the Unit. In the event the Purchaser fails and, or, neglects to take possession of the Unit within 2 (two) months from the date of the Possession Demand Letter, the Purchaser shall be liable to pay demurrage charges to the Company at the rate of Rs. 10/- (Rupees Ten) per square foot of Net Area per month or part thereof from the expiry of the aforementioned 2 (two) month period till such time the Purchaser takes the possession of the Unit. The amounts 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 has obtained occupation certificate for the Unit ("**OC**") (which shall also be deemed to be the Completion Certificate, if required, under Applicable Law). The OC may be for part or whole of the Building. Further, the Company shall endeavor to make available the key Common Areas and Amenities in respect of the Building within a period of 1 (one) year from the Extended DOP.

- 10.4. Notwithstanding any other provision of this Agreement, the Company shall, without being liable to the Purchaser in any way including in respect of payment of Interest, be entitled to reasonable extension of time for making available the Unit for possession or completion of said Building if the same is delayed for reasons beyond the control of the Company, including on account of any of the following:

- Any event of Force Majeure;
- Riots / other civil disturbances, or

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- c. Any notice, order, rule or notification of the Central or relevant State Government and/or any other public or competent Authority or of the court which affects the Building in which the Unit is located.

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

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11. TERMINATION

- 11.1. This Agreement is not terminable under any circumstances, save and except the specific circumstances stated below. Both Parties confirm that they shall not seek to terminate this Agreement, under any pretext or guise, in order to benefit from and, or, escape from the impact of any change in the Consideration Value or other amounts payable under this Agreement, including, but not limited to, Reimbursements, Maintenance Related Charges and Indirect Taxes thereto.

Company's Right to Terminate

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

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

- 11.2.2. Attempt to Defame: The Purchaser agrees not to do or omit to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building / Project / Larger Property or the Company or its representatives. In the event, the Purchaser does or omits to do any such act, deed or thing then the Company shall, without prejudice to any other rights or remedies available in Applicable Law, have the option to terminate this Agreement sending the Company Notice of Termination.

11.3. Consequences of Termination and Payment of Refund Amount

- 11.3.1. On a termination of this Agreement by the Company 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 11.3.2.

- 11.3.2. Pursuant to the termination of this Agreement, the Refund Amount shall be deemed to be due and payable to the Purchaser at the end of 12 (twelve) months from the date of receipt of the Company Notice of Termination by the Purchaser, and shall be paid by the Company to the Purchaser only on the registration of a Deed of Cancellation of this Agreement.

12. DEFECT LIABILITY

- 12.1. If, during a period of 60 (sixty) months from the Date of Offer of Possession or such shorter period as permissible under Applicable Law, the Purchaser brings to the notice of the Company any Structural Defect in the Unit or in the material used therein (excluding wear and tear and misuse), wherever possible, such defects (unless caused by or attributable to the Purchaser) shall be rectified by the Company at its own costs. In case, it is not possible to rectify such defects, then the Purchaser shall be entitled to receive reasonable compensation from the Company for rectifying such defects, based on the estimated cost of rectifying such defects as determined by the Project Architect of the Company.



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Notwithstanding anything stated in this Clause 12 or elsewhere in this Agreement, the Company shall not be, in any way, liable to repair or provide compensation for Structural Defects as set out in this Clause 12 where the Purchaser has made any structural changes in the Unit or in the materials used therein.

13. SET OFF / ADJUSTMENT

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

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14. ULTIMATE ORGANIZATION

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

14.2. Where the Project consists of more than one building, separate ultimate organizations may be formed in respect of each building. The Company will apply for the registration of the Federation consisting of all such ultimate organizations after the occupancy certificate has been received for all buildings which form part of the Project. The Purchaser and other members of the ultimate organization(s) shall, from time to time, duly fill in, sign and execute the application for registration and other papers and documents necessary for the formation and registration of Federation and return the same to the Company within 7 (seven) days from receipt thereof so as to enable the Company to register the Federation.

14.3. Within 18 (eighteen) months from the date of full occupation certificate in respect of the Building and subject to payment of any outstanding amounts of CAM charges (along with interest thereon) owed by the members of the Ultimate Organization to the Company, the Company shall execute a Deed of Conveyance in favour of the Ultimate Organization ("Building Conveyance") in respect of the structure of the Building along with the FSI consumed in the Building subject to the right of the Company (i) to dispose of unsold units, if any and receive the entire consideration amount and outstanding dues from the purchasers; and (ii) to consume the entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in Applicable Law or policies of any Authority on the Larger Property; and (iii) to use all internal roads and all the facilities, amenities and services for such future and/or ongoing development or otherwise.

14.4. Within 18 (eighteen) months from the receipt of the full occupation certificate for the last building within the Larger Property and subject to payment of any outstanding amounts of CAM charges (along with interest thereon) owed by members of the Federation to the Company, the Company shall execute a Deed of Conveyance in favour of the Federation ("Federation Conveyance") in respect of all of the Company's right, title and interest in the Larger Property subject to and excluding the Building Conveyance and also subject to the right of the Company (i) to dispose of unsold units, if any; and receive the entire consideration amount and outstanding dues from the purchasers; and (ii) to consume the entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in Applicable Law or policies of any Authority on the Project / Larger Property; and (iii) to use all internal roads and all the facilities, amenities and services for the future and/or ongoing development or otherwise.

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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.

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

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

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

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

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

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

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

CAM Charges and Maintenance Related Amounts

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



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

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

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

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

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

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

Club and Other Key Common Areas

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

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Club and membership of the Club will be subject to the terms and conditions/rules as may be framed and/or charges that may be levied by the FMC from time to time and the Purchaser confirms and agrees to be bound by and abide by the terms and conditions and undertakes not to raise any objections in this regard.

- 15.13. 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.
- 15.14. The Purchaser is aware that the Company seeks to provide a superior quality of services and facilities for its residents and for such purpose, the Company has/shall enter into agreements with various third parties/ operators ("**Service Providers**") in relation to the operation of certain facilities/ amenities which are located in constructed spaces that have not been counted in FSI ("**FSI Free Constructed Spaces**") by the concerned Authorities on account of such spaces so as to facilitate the recreation/ comfort of the purchasers. The terms of such arrangements shall be binding on the Purchaser and the Ultimate Organization/ Federation, subject to the following restrictions:
- Such FSI Free Constructed Spaces cannot be sold. The tenure for use of such FSI Free Constructed Spaces by the Service Providers shall not exceed 15 (fifteen) years.
 - Upon formation of the Federation, the Federation shall have ownership of such FSI Free Constructed Spaces, subject to the other terms and conditions of the arrangements with the Service Providers.
 - Any external members of such facility shall abide by the security, dress and behavioral guidelines that would apply to the residents of the Building.
- 15.15. The Purchaser is aware that the Company is not in the business of or providing services proposed to be provided by the Service Providers/ FMC or through the Service Providers/ FMC. The Company does not warrant or guarantee the use or performance of these services provided by the respective Service Providers/ FMC. The Parties hereto agree that the Company is not and shall not be responsible or liable in connection with any defect or the performance/ non-performance or otherwise in respect of these services provided by the respective Service Providers/ FMC.
16. **PROPERTY TAXES AND LAND UNDER CONSTRUCTION REIMBURSEMENT CHARGES**
- 16.1. Property Tax, as determined from time to time, shall be borne and paid by the Purchaser and from the CAM Commencement Date, separately from any of the other considerations, levies/ charges/ CAM Charges, etc. The said amount shall be paid by the Purchaser on or before 30th April of each financial year, based on the estimate provided by the FMC, which shall be provided on or before 15th April of the relevant financial year.
- 16.2. The Purchaser undertakes to make payment of the estimated Property Tax for the first 18 (eighteen) months simultaneously with the CAM Charges becoming payable as per the terms stated herein.
- 16.3. In the event of a shortfall between the amount deposited with the Company by the purchasers towards Property Tax and the demand raised by the Authorities ("**Shortfall Amount**"), the Company shall inform the purchasers of such shortfall and the purchasers shall be liable to ensure that the same is paid to the Company within 14 (fourteen) days of



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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 undertakes to pay to the Company, on or before the Date of Offer of Possession, the LUC for the period from commencement of construction till the Date of Offer of Possession as specified at **Annexure 6A**. The Purchaser is aware that the LUC stated herein is provisional and in case the amount is higher than this amount, the Purchaser shall pay such increased amount as specified by the Company.

17. BUILDING PROTECTION DEPOSIT

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

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

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

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

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

18. INDIRECT TAXES AND LEVIES

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- 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.

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19. **INTEREST**

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

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:
- 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);
 - Not make any changes to the common area/lobby and structural changes in the Building;
 - Not relocate brick walls onto any location which does not have a beam to support the brick wall;
 - Not change the location of the plumbing or electrical lines (except internal extensions);
 - Not change the location of the wet/waterproofed areas;
 - Not make any alteration in the elevation and outside colonnade of the Building;
 - Not chisel or in any other manner damage or cause damage to columns, beams, walls, slabs or RCC, Partis or other structural elements in the Unit without the prior written permission of the Company and/or the Ultimate Organization;
 - 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
 - Keep the sewers, drains 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.



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- 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.

d. In the event 'Piped Gas Connection' is indicated as an amenity to be provided within the Unit/building, the Purchaser acknowledges and agrees that such connection will be provided by a third party service provider. As third party service providers generally provide for piped gas connections and supply of gas in a building only when a significant portion of the building is occupied, the Company shall endeavour to provide the piped gas connection and supply of gas through such connection within a period of 24 (twenty four) months from the Extended DOP. In the event such Piped Gas Connection is not provided within the aforementioned period, any and all amounts paid by the Purchaser towards such Piped Gas Connection will be refunded to the Purchaser without any interest thereon ("**Piped Gas Connection Charges**"). The Purchaser agrees and acknowledges that on the refund of the Piped Gas Connection Charges, the Company will not have any further obligation or liability towards the Purchaser in this regard.

e. The Purchaser shall ensure and cause the Ultimate Organization to ensure that the Building is painted once every 5 (five) years from the Date of Offer of Possession and kept in good and proper condition.

f. The Purchaser shall not store any goods which are of hazardous, combustible or of dangerous nature in the Unit, other than cooking gas, which may damage the construction or structure of the Building or the storage of which is objected to by the concerned local or other Authority or the Ultimate Organization / Federation.

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

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

i. The Purchaser shall not allow the Unit to be used for user different from the nature of the user that it is intended for use by the Company i.e. residential units shall be used for residential use only, office units for office use only, retail units for retail use only etc. No residential unit shall be used for commercial use or use as guest house by whatsoever name.

j. The Purchaser shall use the Car Parking Space only for purpose of parking the Purchaser's own vehicles.

k. The Purchaser shall ensure that the key common areas of the Building viz. entrance lobby, garden, play areas, temple (if applicable) are maintained as per the highest standards with regular cleaning and maintenance. The Purchaser shall further ensure that refurbishing / major overhaul is done every 5 years, starting from Date of Offer of Possession.

l. Not to put any claim in respect of the restricted amenities including open spaces, any space available for hoardings, gardens attached to other units or terraces and the same are retained by the Company as restricted amenities. The Purchaser is aware that certain parts of the Building shall be allocated for exclusive use of certain

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users/residents. The price of the Unit has been determined taking this into consideration and the Purchaser waives his right to raise any dispute in this regard.

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- m. To pay to the Company within 7 (seven) days of demand by the Company the Purchaser's share of security deposit demanded by concerned local Authority or government for giving water, electricity or any other service connection to the Building in which the Unit is situated.
- n. To pay to the Company within 7 (seven) days of demand by the Company, the Purchaser's share of HVAC and diesel consumption charges in the Unit which will be calculated on a pro-rata basis.
- o. To clear 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.
- p. In the event, the electric meter of the Unit has not been installed by the Date of Offer of Possession, the Company shall be obliged to provide power supply to the Unit. The power supply will be in line with the supply generally provided by the electricity distribution company in that area with regard to the duration and voltage. The Purchaser shall pay a fixed monthly sum as set out at **Annexure 6A** as provisional electricity charges to the Company for providing this supply. The Purchaser undertakes to make payment in advance of the provisional electricity charges for the first 4 (four) months from the Date of Offer of Possession. In the event the electric meter of the Unit is not installed within the aforesaid period of 4 months the Purchaser agrees and acknowledges that the Company shall, deduct such additional provisional electricity charges from the CAM Charges collected from the Purchaser per the terms of this Agreement.
- q. The Purchaser understands and agrees that the Purchaser shall not sell, lease, let, sub-let, Transfer, assign or part with Purchaser's rights, title, interest or benefit under this Agreement or part with the possession of the Unit till such time that all the amounts payable by the Purchaser are paid in full and the Purchaser is not in breach of any of the terms and conditions of this Agreement. Any sale/transfer/lease etc. of the Unit after this time shall require written approval/ no-objection letter ("NOC") from the Ultimate Organization as well as the Federation (separately, and till such time that the Ultimate Organization and the Federation take over the management of the affairs of the Building and the larger development respectively, of the Company) to ensure that the inherent nature of the Ultimate Organization and/or Federation is not compromised by bringing in any member who does not subscribe to the guidelines and/or objectives of the Ultimate Organization and/or Federation. The Purchaser further agrees that in the event of any breach of any conditions, covenants or obligations under this Agreement, including but not limited to conditions pertaining to fit-out and maintenance of the Unit, the Purchaser shall rectify and cure such breach to the satisfaction of the Ultimate Organization/Federation, prior to obtaining such NOC. The Purchaser is aware that at the time of issuance of such NOC the Purchaser (or party acquiring the interest, as they may mutually agree) will be required to clear all outstanding dues on the Unit, including but not limited to, CAM charges, Property Tax, utility bills, along with interest and/or penalty thereon, and further, make deposits of CAM Charges and Property Tax for duration as maybe specified by the entity issuing such NOC. Any document for sale/transfer/lease etc. which is entered into without obtaining written approval of the Ultimate Organization and the Federation (and till such time that the Ultimate Organization and the Federation take over the management of the affairs of the building and the larger development respectively, of the Company) shall be invalid and liable to be cancelled.
- r. The Purchaser is aware that certain parts of the Larger Property are earmarked for exclusive use by the residents of the specific building(s) / unit(s) and the Purchaser



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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.

- 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.

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, Reimbursements, Maintenance Related Amounts and all Indirect Taxes thereto, for every day that any such breach continues within 14 (fourteen) days from the receipt of a written notice from the Company in this regard and the Company shall have a lien over the Unit for such amount till the payment in full.

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

- x. The Purchaser agrees and acknowledges that it shall forthwith admit any purchasers of units in the Building / Project and shall forthwith issue share certificates and other necessary documents in favour of such purchasers, without raising any dispute or objection to the same, and without charging/recovering from them any fees, donation

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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, Reimbursements, Maintenance Related Amounts and all Indirect Taxes thereto for each month of delay caused.

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- y. The Purchaser hereto agrees and acknowledges that at the time of handover of the Ultimate Organization, the Company shall earmark certain parking spaces for use by such unsold units and the Purchaser hereby agrees and shall cause the Ultimate Organization to ensure that these 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, Reimbursements, Maintenance Related Amounts and all Indirect Taxes thereto.
- aa. Upon and after handover of the management of the Building to the Ultimate Organization, the Ultimate Organization (and its members) will be responsible for fulfilment of all obligations and responsibilities in relation to approvals / permissions as may be required by the concerned Authorities from time to time.
- bb. The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (FEMA), Reserve Bank of India Act, 1934 and rules/ regulations made thereunder or any statutory amendment(s) / modification(s) made thereof and all other Applicable Laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India, etc. and provide the Company with such permission, approvals which would enable the Company to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other Applicable Law. The Purchaser understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, he shall be liable for action under the FEMA, as amended, from time to time. The Company accepts no responsibility/liability in this regard. The Purchaser shall keep the Company fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same, in writing, to the Company immediately and comply with necessary formalities, if any, under the Applicable Law. The Company shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Company shall be issuing the payment receipts in favour of the Purchaser 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



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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.

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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.

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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:

- 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
- such disclosure is required in connection with any litigation; or
- such information has entered the public domain other than by a breach of the Agreement.

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

SIGNED AND DELIVERED

By the Company within named

Macrotech Developers Limited

through the hands of Constituted Attorney


Mr. Surendran Nair

authorised vide Power of Attorney

dated _____

In the presence of:

- 1. _____
- 2. _____

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SIGNED AND DELIVERED

By the within named Purchaser

Vinita Mishra

Ravinder Jamwal

In the presence of:

- 1. _____
- 2. _____

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) *Vinita*
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Annexure 1

(Description of Larger Property)

All that pieces and parcels of land together with the buildings/structures standing thereon bearing survey numbers 68, 149/1 and 150/10 admeasuring in aggregate 40260 sq. meters or thereabouts and lying, being and situate at village Khoni, Taluka Kalyan, District Thane and more particularly described in the Report on Title annexed hereto at **Annexure 3** (Report on Title)

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Annexure 2

(Chain of Title)

1. The landholders mentioned in Column "A" of the Schedule (Schedule) of the Report on Title annexed hereto at Annexure 3 (Report on Title) in respect of the Larger Property as mentioned in Annexure 1 (Description of Larger Property), have executed and registered various Agreements for sale, Development Agreements, Conveyance Deeds, Powers of Attorney as shown in Column "E" of the Schedule whereby the respective landowners have agreed to sell or have granted development rights as also have sold and conveyed in favour of the Company herein, all their respective right, title and interest in the lands described in columns "B", "C" and "D" of the Schedule and comprised in the Larger Property.
2. By virtue of the various documents described in Column "E" of the Schedule, the Company is entitled to the Larger Property as absolute owners thereof.

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REPORT ON TITLE

Property comprised in lead bearing diverse survey numbers, Hissa numbers and lying being and situated at Village Khoni, Taluka Kalyan, District Thane.

- I have investigated the title of my clients Palava Dwellers Private Limited, erstwhile known as Lodha Dwellers Private Limited ("Company") to the land bearing diverse Survey Numbers, Hissa Numbers, diverse areas mentioned in Column "B", "C" and "D" in the Schedule hereunder written, lying being and situated at Village Khoni (hereafter collectively referred to as "Larger Land") acquired by my clients and its associate via Mahavir Build Estate Private Limited ("Mahavir") from the Original Landholders, whose names are mentioned in Column "A" of the said Schedule, under the documents mentioned in Column "E" of the said Schedule.
- For the purpose of investigation of title, I have perused and verified the following documents in connection to the said Larger Land:
 - 7/12 Extracts (Record of Rights) and 6/12 extracts (Mutation Entries) recorded in respect of the said Larger Land and verified the devolution of title of Land Holders/Owners to their respective land.
 - Originals and/or Certified true copies of the relevant documents viz. Deeds of Conveyance, Development Agreements, Agreements for Sale, Deeds of Confirmation, Declarations and Powers of Attorney & other ancillary documents as mentioned in the Column "E" of the Schedule hereto, executed and registered with concerned offices of the Sub-Registrar of Assurances by respective Land Holders/Owners in favour of Lodha Dwellers Private Limited (now generally known as Palava Dwellers Private Limited) and its associate via Mahavir Build Estate Private Limited (now amalgamated with Palava Dwellers Private Limited) as Developers/Purchasers as mentioned in the Column "A" of the Schedule hereto, in connection with the said Larger Land.

regulations therein issued by the Competent Authority, Department of Revenue and Forest, for acquisition of the said Larger Land.

- Permissions under section 320 of Maharashtra Tenancy and Agricultural Land Act, 1948 for acquisition of the respective lands forming part of the said Larger Land mentioned in the Schedule hereto acquired by the landowners as protected tenants subject to provisions under section 43 of the said Act to transmit their respective land by such landholders / owners.
- I have also issued the search of records at the appropriate Sub-Registrar Offices at Kalyan and Thane for 30 years or thereabouts.
- Besides, I have gathered information and explanation in respect of the said Larger Land.
- On perusal of Revenue Records i.e. 7/12 extracts (Record of Rights), 6/12 Mutation Entries (Record of Rights) and on the basis of representations made in this behalf, in my view, the said Landholders well and suitably entitled to their respective land by inheritance, operation of law under section 320 of the Maharashtra Tenancy and Agricultural Land Act, 1948 and/or outright purchase, as the case may be.
- The said individual Landholders mentioned in Column "A" of the Schedule hereto executed and registered with the Sub-Registrar of Kalyan and Thane, separate and distinct Agreements for Sale, Development Agreements, Conveyance Deeds, Powers of Attorney (hereafter collectively referred to as "Documents") for development and sale as shown in Column "E" of the Schedule hereto whereunder the said Landholders have either agreed to sell or granted development rights as also sold and conveyed their respective right use and interest in their respective land/undivided shares, as mentioned in the Column "E" of the Schedule hereto, along with their material documents, such as Deeds of Confirmation, Declarations, letter of possession therein in favour of Lodha Dwellers Private Limited and/or Mahavir Build Estate Private Limited (Purchasers/Developers) as the case may be.



- Pursuant to the aforesaid documents, the said Landholders/Owners have handed over possession of their respective land to the said Developers/Purchasers.
- By virtue of the documents referred to in Column "E" of the Schedule hereto written, the said Landholders/Owners have agreed to sell or granted development rights as also sold and conveyed their respective right use and interest in their respective land/undivided shares, as mentioned in the Column "E" of the Schedule hereto, along with their material documents, such as Deeds of Confirmation, Declarations, letter of possession therein in favour of Lodha Dwellers Private Limited and/or Mahavir Build Estate Private Limited (Purchasers/Developers) as the case may be.
- By letter dated 19th June, 2013, Environmental Department, Government of Maharashtra has issued clearance for development of the said Larger Land by constructing buildings thereon in the terms and conditions stated therein. Pursuant thereto, by letter dated 21st February 2015 the Environmental Department has issued the Environmental Clearance.
- Pursuant to the said Environmental Clearance, Maharashtra Pollution Control Board by its letter dated 29th January 2014 has granted consent to establish and/or develop phase - I for the Special Township Project inter alia over the said Larger Land on terms and conditions stated therein.
- By Orders bearing Nos. 10 Revenue/K-1/T/7/STP/BR-39/2014 dated 28th March 2014 and 10 Revenue/K-1/T/7/STP/BR-39/2014 dated 18th September 2014 issued by the Collector, Thane wherein a Special Township Project has been accorded final sanction inter alia over the said Larger Land situated in Village Khoni more particularly described in columns "B", "C" and "D" of the Schedule hereunder written.

- Further, by notification dated 1st January 2014 issued under provision of Maharashtra Regional Town Planning Act, 1966 by the Government of Maharashtra read with SCHEDULE - A annexed thereto, special permissions have been granted for development of development plan. Under sub-clause (a) of the said Regulation 2 of SCHEDULE - A the land which is forming part of the Special Township Project will become special zone stand converted into non-agriculture as soon as the Special Township scheme is notified and sanctioned thereon in as much as such land deemed to have been converted in non-agriculture. As such, no separate permission will be required to be obtained for the said Larger Land and will be deemed from the date of sanction of Special Township accordingly. Thus, the said Larger Land need not be converted to non-agriculture user as Special Township is proposed to be developed on the said Larger Land.
 - By Indenture of Mortgage dated 29th March 2014 executed and registered under No. KLN5-1570/2014, between Lodha Hi-Rise Builders Private Limited ("Borrower"), Lodha Dwellers Private Limited (now known as Palava Dwellers Private Limited) ("Mortgagor No.1") and Mahavir Build Estate Private Limited ("Mortgagor No.2") in favour of IDBI Trustee Services Limited ("Security Trustee") wherein the said Mortgagors have created charge on their portion of the Larger Land as and by way of Security for the benefit of the Lender.
- I have now been furnished by the Company, a letter dated 28th March 2014 addressed to Bank of India ("Lender") and "Lenders Agent" by IDBI Trustee Services Limited ("Security Trustee"). Under the said letter, it is recorded that Company has deposited Original documents pertaining to the said Larger Land situated in Village Khoni as per Annexure thereto which are also more particularly described in Schedule hereto. The said letter is also duly acknowledged by the Bank of India.
- Pursuant to the Certificate dated 6th May 2014 issued by the Registrar of Companies, the name of Lodha Dwellers Private Limited have been changed to Palava Dwellers Private Limited.
 - By Order dated 16th January 2015 in Company Scheme Petition No.629 and 640 of 2014 Mahavir Build Estate Private Limited and another was ordered to be amalgamated with Palava Dwellers

Private Limited with effect from February 17, 2015. Under the said Order, the entire business and undertaking of Mahavir including but not limited to land, building, investments, loans, advances, approvals, permissions, rights, obligations have been transferred to and vested in Palava Dwellers Private Limited. In the premises aforesaid, Palava Dwellers Private Limited became entitled to the Larger Land more particularly described in the Schedule hereunder written as absolute Owners thereof.

- By Deed of Lease dated 17.10.2016 Palava Dwellers Private Limited have granted lease of certain portion of Larger Land more particularly set out in "Annexure - A" ("Demised Land") in favour of Belissimo Hi-Rise Builders Private Limited for the term of 99 years commencing from 22.10.2015 together with a right to deal and dispose of the units in the proposed buildings to be constructed thereon from the date of commencement of lease on the terms, covenants and conditions set out therein.
- I have seen Certificate dated 17.10.2016 issued by Shrihar A. Datta and Associates, the Practising Company Secretary to the effect that he has carried out an online search through the Official website of the Ministry of Corporate Affairs and his Report inter alia indicates that the Allahabad Bank one of the Lender notified said Mortgage dated 29th March 2014.
- I have not taken independent search of litigation filed for and against the said Company in respect of said Property. The Company has informed me that there are following litigations pending:
 - A Regular Civil Suit No.218 of 2016 has been filed by Dinesh Kisan Jadhav against the Company and other co-owners of the Property bearing Survey No.98 of Village Khoni before Civil Judge Junior Division Kalyan. Under the said Suit, Plaintiff is seeking his share in the said Property bearing Survey No.98. In any event, there is no adverse order passed in the said suit which restrict the rights of the said Company to deal with the said Property bearing Survey No.98 and construction thereon.
 - RTI Appeal No.52 of 2016 is also filed by Dinesh Kisan Jadhav against the Company and other co-owners of the Property bearing Survey No.98 of Village Khoni before Sub-Divisional Officer, Kalyan challenging Mutation Entry

Nos.1217, 1218 and 1351 which are pertaining to legal heirs on the death of Original landholders. In any event, there is no adverse order passed in the said RTI Appeal.

- On the basis of the aforesaid findings and subject to what is stated hereinabove, I am of opinion that Palava Dwellers Private Limited more particularly described in the Schedule hereunder written are entitled to the demised rights of the Demised Land and it is entitled to develop the same over the Larger Land situated in Village Khoni more particularly described in columns "B", "C" and "D" of the Schedule hereunder written.

THE SCHEDULE ABOVE REFERRED TO

Sl. No.	Name of the Landholder / Owner	Survey No.	VILLAGE - KHONI		Area in sq. mts	Name of the Documents & Regn. No and Date	Name of the Developer / Purchaser			
			(B)	(C)						
1	Baham Laxman Patil and Others	93	8	930	94	360	95	1380	Certified Copy of Development Agreement dated 09/01/2007 registered under No. KLN4-00147/2007	Lodha Dwellers Private Limited
			94	4	360	00148/2007			Certified Copy of Power of Attorney dated 09/01/2007 registered under No. KLN4-00149/2007	
			95	1	1380	00149/2007			Certified Copy of Power of Attorney dated 10/10/2011 registered under	



Sl. No.	Name of the Landholder / Owner	Survey No.	VILLAGE - KHONI		Area in sq. mts	Name of the Documents & Regn. No and Date	Name of the Developer / Purchaser			
			(B)	(C)						
3	Baham Laxman Patil and Others	93	7	950	94	360	95	1380	Certified copy of Power of Attorney dated 25/09/2011 registered under No. 204 of 2011	Lodha Dwellers Private Limited
									Original Deed of Confirmation dated 10/10/2011 registered under No. 9075/2011	
									Certified Copy of Deed of Conveyance dated 01/02/2012 registered under No. KLN1-00790/2012	
2	Bhagat Parthi Thakre & Others	93	6	130	00304/2011				Certified copy of Agreement for Sale dated 28/09/2011 registered under No. KLN1-00304/2011	Lodha Dwellers Private Limited
									Certified copy of Power of Attorney dated 26/09/2011 registered under No. 302/2011	
									Certified copy of Deed of Conveyance dated 22/02/2012 registered under No. KLN1-00790/2012	
									Certified copy of Power of Attorney dated 22/02/2013 registered under No. 13/2013	
									Certified copy of Deed of Confirmation dated 22/02/2013 registered under	

Sl. No.	Name of the Landholder / Owner	Survey No.	VILLAGE - KHONI		Area in sq. mts	Name of the Documents & Regn. No and Date	Name of the Developer / Purchaser			
			(B)	(C)						
3	Baham Laxman Patil and Others	93	1	2500	94	360	95	1380	Certified copy of Agreement for Sale dated 19/06/2007 registered under No. KLN4-03472/2007	Lodha Dwellers Private Limited
									Certified copy of Power of Attorney dated 19/06/2007 registered under No. KLN4-03433/2007	
									Certified copy of Power of Attorney dated 19/06/2007 registered under No. KLN4-03434/2007	
									Certified copy of Power of Attorney dated 14/12/2007 registered under No. KLN4-06640/2007	
									Certified copy of Confirmation Deed dated 14/12/2007 registered under No. KLN4-06619/2007	
									Certified copy of Deed of Conveyance dated 03/04/2008 registered under No. KLN3-01967/2008	
4	Harishchandra Shima Jadhav and Others	70		730					Certified Copy of Agreement for Sale dated 13/10/2006 registered under No. KLN4-	Lodha Dwellers Private Limited

Sl. No.	Name of the Landholder / Owner	Survey No.	VILLAGE - KHONI		Area in sq. mts	Name of the Documents & Regn. No and Date	Name of the Developer / Purchaser			
			(B)	(C)						
									04955/2006	
									Certified Copy of Power of Attorney dated 13/10/2006 registered under No. KLN4-04955/2006	
									Certified Copy of Power of Attorney dated 13/10/2006 registered under No. KLN4-04957/2006	
									Original Deed of Confirmation dated 14/12/2007 registered under No. KLN4-00839/2007	
									Certified Copy of Deed of Conveyance dated 12/09/2008 registered under No. KLN1-00922/2008	
									Certified Copy of Agreement for Sale dated 27/06/2011 registered under No. KLN1-06719/2011	Lodha Dwellers Private Limited
									Certified copy of Power of Attorney dated 27/06/2011 registered under No. 283/2011	
									Certified Copy of Deed of Conveyance dated 17/12/2011 registered under No. KLN1-11837/2011	
5	Baham Laxman Patil and Others	93	1	360					Certified copy of Agreement for Sale dated 07/12/2007	Mahavir Build Estate Private

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and Others				registered under No.KLN-06790/2007	limited
	150	10A	2050	Certified copy of Power of Attorney dated 07/12/2007 registered under No.410/2007	
				Certified copy of Power of Attorney dated 07/12/2007 registered under No.411/2007	
				Certified copy of Power of Attorney dated 07/12/2007 registered under No.412/2007	
Chandhok Vyasaam Shiksha				Certified copy of Deed of Conveyance dated 12/09/2008 registered under No.KLN-30823/2008	Mahaveer Build Estate Private Limited
Parthivraj Krishna Prasad	71	A	1540	Certified copy of Deed of Conveyance dated 06/04/2010 registered under No.2812/2010	Lotha Dwellers Private Limited
				Certified copy of Deed of Conveyance dated 10/04/2010 registered under No.KLN-04755/2010	
Shree Dharmrao Fared and Others	71	B	1750	Certified copy of Deed of Conveyance dated 05/04/2010 registered under No.KLN-2746/2010	Lotha Dwellers Private Limited

	150	0	2200	Confirmation dated 10/06/2010 registered under No.KLN-04755/2010	
Shriha Bhuga Thave and Others	73	2	400	Certified copy of Deed of Conveyance dated 20/11/2009 registered under No.KLN-7854/2009	Lotha Dwellers Private Limited
	99	0	6220	Certified copy of Power of Attorney dated 20/11/2009 registered under No.216/2009	
Mahesh Chandrakant Bhosale and Another	91	2C	8100	Certified copy of Deed of Conveyance dated 18/08/2009 registered under No.3082/2009	Lotha Dwellers Private Limited
	154	0	7280	Certified copy of Power of Attorney dated 18/08/2009 registered under No.130/2009	
Anilsh Datta Fared and Others	150	3	1700	Certified copy of Agreement for Sale dated 16/10/2007 registered under No.KLN-05487/2007	Mahaveer Build Estate Private Limited
	91	3	800	Certified copy of Power of Attorney dated 16/10/2007 registered under No.KLN-05487/2007	
				Certified copy of Power of Attorney	

				dated 16/10/2007 registered under No.KLN-05499/2007	
				Certified copy of Deed of Conveyance dated 17/03/2008 registered under No.KLN-31727/2008	Mahaveer Build Estate Private Limited
Bhag Bhuga Gokwad and Another	150	2B	9100	Certified copy of Agreement for Sale dated 09/10/2007 registered under No.KLN-03941/2007	Mahaveer Build Estate Private Limited
	93	4	350	Certified copy of Power of Attorney dated 09/10/2007 registered under No.30/2007	
	95	3	480	Certified copy of Power of Attorney dated 11/12/2007 registered under No.121/2007	
				Certified copy of Power of Attorney dated 11/12/2007 registered under No.122/2007	
				Deed of Conveyance dated 22/01/2008 registered under No.KLN-00452/2008	Mahaveer Build Estate Private Limited
Makund	94	2	1400	Certified copy of Agreement for Sale	Mahaveer Build Estate Private Limited

क.ल.न.-५
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Shriha Bhuga Thave and Others	94	3	1370	dated 09/10/2007 registered under No.KLN-00994/2007	Private Limited
				Certified copy of Power of Attorney dated 09/10/2007 registered under No.17/2007	
	55	1	200	Certified copy of Power of Attorney dated 09/10/2007 registered under No.18/2007	
	93	2	20	Certified copy of Power of Attorney dated 11/12/2007 registered under No.145/2007	
				Certified copy of Power of Attorney dated 11/12/2007 registered under No.146/2007	
				Certified copy of Deed of Conveyance dated 22/01/2008 registered under No.KLN-00403/2008	Mahaveer Build Estate Private Limited
				Certified copy of Declaration dated 25/09/2011 registered under No.KLN-09310/2011	
				Certified copy of Power of Attorney dated 26/09/2011 registered under No.383/2011	
Ganesh Baburaj Jadhav and Others	98	4	3950	Certified copy of Development Agreement dated 11/09/2006	Lotha Dwellers Private Limited

				registered under No.KLN-07474/2006	
				Power of Attorney dated 11/09/2006 registered under No.KLN-3475/2006	
				Copy of Power of Attorney dated 11/09/2006 registered under No.KLN-3476/2006	
Gagan Bahram Jadhav and Others				Certified copy of Deed of Conveyance dated 02/07/2008 registered under No.KLN-3828/2008	Lotha Dwellers Private Limited
Narendra Ramchandra Dhalia				Certified copy of Deed of Conveyance dated 31/08/2009 registered under No.KLN-5576/2009	Lotha Dwellers Private Limited
Balwant Qazi Shaikh and Others	96	2A	4110	Certified copy of Agreement for Sale dated 17/05/2007 registered under No.KLN-2743/2007	Lotha Dwellers Private Limited
				Certified copy of Power of Attorney dated 17/05/2007 registered under No.KLN-03782/2007	
				Certified copy of Power of Attorney dated 17/05/2007 registered under No.KLN-02743/2007	

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				Certified copy of Deed of Conveyance dated 13/04/2010 registered under No.KLN-03337/2010	Lotha Dwellers Private Limited
				Certified copy of Power of Attorney dated 15/04/2010 registered under No.123/2010	
Nagendra Parthivraj Patil and Others	97	-	1740	Certified copy of Agreement for Sale dated 09/08/2007 registered under No.KLN-04281/2007	Mahaveer Build Estate Private Limited
				Power of Attorney dated 09/08/2007 registered under No.KLN-04282/2007	
	100	1	4650	Certified copy of Power of Attorney dated 06/08/2007 registered under No.KLN-04283/2007	
	150	1	4300	Certified copy of Deed of Conveyance dated 10/09/2007 registered under No.4902/2007	
	150	5A	11700	Certified copy of Deed of Conveyance dated 13/02/2008 registered under No.1151/2008	Mahaveer Build Estate Private Limited
Bhaji	100	2	4480	Certified copy of Deed of Conveyance	Lotha Dwellers Private Limited

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Balwant Qazi Shaikh and Others	104	7	1260	dated 29/12/2012 registered under No.KLN-09130/2012	Private Limited
	104	8	1830	Certified copy of Power of Attorney dated 29/12/2012 registered under No.7/2012	
	104	9	2110		
	104	3	2880		
Munishree Ajit and Another	104	6	100	Certified copy of Agreement for Sale dated 07/03/2008 registered under No.KLN-01427/2008	Mahaveer Build Estate Private Limited
				Certified copy of Power of Attorney dated 07/03/2008 registered under No.114/2008	
				Certified copy of Power of Attorney dated 07/03/2008 registered under No.115/2008	
				Certified copy of Deed of Conveyance dated 01/09/2008 registered under No.KLN-0452/2008	Mahaveer Build Estate Private Limited
Vasant Bhausaheb Gokwad & Others	100	2A	13100	Certified copy of Agreement for Sale dated 09/10/2007 registered under No.KLN-	Mahaveer Build Estate Private Limited



				09/03/2007	
				Certified copy of Power of Attorney dated 09/10/2007 registered under No.33/2007	
				Certified copy of Power of Attorney dated 09/10/2007 registered under No.34/2007	
				Certified copy of Power of Attorney dated 11/12/2007 registered under No.123/2007	
				Certified copy of Power of Attorney dated 11/12/2007 registered under No.124/2007	
				Certified copy of Deed of Conveyance dated 24/01/2008 registered under No.KLN-00481/2008	Mahaveer Build Estate Private Limited
				Certified copy of Declaration dated 26/09/2011 registered under No.KLN-09310/2011	
				Certified copy of Power of Attorney dated 26/09/2011 registered under No.383/2011	
Ramesh Ganesh Jadhav and Others	150	0	1800	Certified copy of Development Agreement dated 29/09/2006 registered under No.KLN-	Lotha Dwellers Private Limited

				03386/2008	
				Certified copy of Power of Attorney dated 28/09/2011 registered under No.190/2006	
				Certified copy of Power of Attorney dated 28/09/2011 registered under No.151/2006	
Narendra K Patel				Certified copy of Deed of Conveyance dated 12/09/2008 registered under No.KLN-0823/2008	Lotha Dwellers Private Limited
Vishal Suresh Kulkarni and Others	150	6	29400	Certified copy of Deed of Conveyance dated 05/05/2011 registered under No.KLN-04676/2011	Lotha Dwellers Private Limited
Bhaji Patil	96	2B	3200	Certified copy of Conveyance dated 30/10/2013 registered under No.KLN-7487/2013	Lotha Dwellers Private Limited
				Certified copy of Power of Attorney dated 31/10/2013 registered under No.454/2013	
Belha	98	0	4900	Certified copy of	

Table with columns for Name, Date, Registered under, and Remarks. Includes entries for Buland Jadhav and others.

Table with columns for Name, Date, Registered under, and Remarks. Includes entries for Lothia Dwellers Private Limited.

Dated this 11th day of October, 2016
Pradip Garach
Advocate High Court, Bombay

ANNEXURE-A
DEMISE LAND

Table with columns for S. No., SR No., Area, Village, and Remarks. Lists various land parcels and their details.

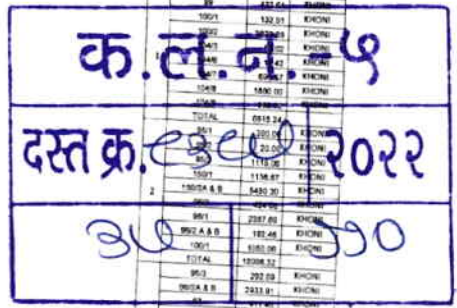


Table with columns for Name, Date, Registered under, and Remarks. Includes entries for various Khoni land parcels.

Table with columns for Name, Date, Registered under, and Remarks. Includes entries for various Khoni land parcels.

SECOND SUPPLEMENTAL REPORT ON TITLE

Property comprised in land bearing various Survey numbers, Khasra numbers and adjoining lying being and situated at Village Khoni Taluka Rayas, District - Thane

- 1. This has reference to my Report on Title dated 10th October 2016 and Supplemental thereto dated 26th October 2016...
2. Ever since issuance of the said Report on Title, there are certain material developments...
3. I am informed that by respective Special Resolutions passed by the shareholders of Palava Dwellers Private Limited, Deltavine Hi-Rise Private Limited and Lothia Dwellers Private Limited...
4. Preceding the sanction of sub-sale of amalgamation...

By an Agreement dated 31st May 2017 executed between Palava Dwellers Private Limited and Deltavine Hi-Rise Private Limited...



THIRD SUPPLEMENTAL REPORT ON TITLE

Property comprised in land bearing various Survey numbers, Khasra numbers and lying being and situated at Village Khoni, Taluka Rayas, District Thane

- 1. This has reference to my Report on Title dated 14.10.2016, First Supplemental Report on Title dated 28.10.2016 and Second Supplemental Report on Title dated 31.05.2017...
2. Ever since the said Report on Title there are further developments in respect of the title of the Larger Land...
3. For the said purpose, I have prepared and verified the following documents in connection with the said Larger Land...
4. 1/12 Extracts (Receipt of Rights) and 1/12 Extracts (Mutation Records) recorded therein in respect of the said Additional Land...
5. Certified copies of the documents mentioned in the Column '1' registered and registered with concerned Sub-Registrar by the said Land Holder...
6. Deed of Mortgage dated 28th March, 2014 registered under No. 882/2014/1970/2014...
7. Memo. Order dated 10th January 2015 in Company Number Petition No. 62/2014 and O.M. of 2014...

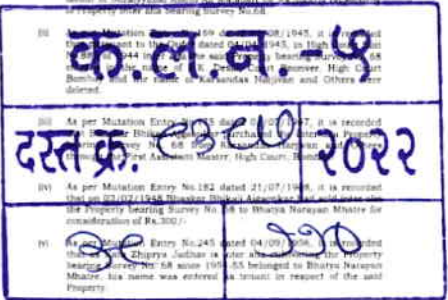
- 8. Deed of Legal Sub-Sale of Property No. 2482/2014/2011 dated 10.10.2014 executed between Palava Dwellers Private Limited...
9. NOC Search Certificate issued by Registrar A Thane and Andhra Pradesh to relate search carried out on the Ministry of Corporate Affairs website...
10. Papers and proceedings in respect of (a) Suit bearing the Special Civil Suit No. 174/2017 filed with Civil Judge, 05, Thane, MCR No. 218 of 2014 and Civil Judge (2) Thane and 10 STJ Thane No. 52 of 2015 filed before Sub-Divisional Officer, Thane...
11. Brief history of Additional Land
12. Prior to 1936 the Village Pancha Thane was notified to the Additional Land...
13. As per Mutation Entry No. 56 dated 29/08/1935, an area of Village Pancha Thane was divided into 3027 1/2 acres...
14. As per Mutation Entry No. 209 dated 18/01/1962, Shri. Yashwantrao Gaekwad had purchased the Additional Land from Pancha Thane and Others...
15. As per Mutation Entry No. 517 dated 17/06/1963, Shri. Yashwantrao Gaekwad had purchased the Additional Land from Pancha Thane and Others...
16. By Order No. 787/2017/PR/CR/214/1/2 dated 28/12/2017 the resolution issued dated 11/09/2009 by the Computer, Auxiliary Department of Revenue and Forest has granted permission under section 83 (1A) of the Revenue Act, 1948 to transfer the land...
17. By Order No. 750/2017/PR/CR/214/1/2 dated 28/12/2017 the resolution issued dated 28/05/2008, 18/06/2009, 04/08/2010, 26/12/2011, 30/03/2014, 24/08/2014, 06/11/2015 and 20/09/2015 by the Computer Authority, Department of Revenue and Forest has granted permission under section 83 (1A) of the Revenue Act, 1948 to transfer the land...

Pradip Garach
Advocate
High Court, Bombay

FOURTH SUPPLEMENTAL REPORT ON TITLE

- 4. Property comprised in had bearing various Survey numbers, Hissa numbers and lying being situated at Village Khvel, Taluka Kalyan, District Thane
- 5. This has reference to my Report on Title dated 19/10/2016 read with First Supplemental Report on Title dated 28/10/2016, Second Supplemental Report on Title dated 21/05/2017 and Third Supplemental Report on Title dated 13/09/2017 ("Report on Title") wherein it is inter alia certified that 29 Hissa particularly described in the Schedule herunder written, as absolute Owner thereof 30 Bellissimo H-Road Builders Private Limited is entitled to carry out development on the Demised Land in pursuance of the Larger Land, more particularly described in Annexure 'A' to the Report on Title dated 19/10/2016 and 30) pending the sanction of scheme of amalgamation, Palasia Dwellers Private Limited shall continue to be entitled to the said Larger Land with a right to deal with and dispose of the units in the buildings to be constructed on the Larger Land.
- 6. Ever since the said Report on Title, there are further evidences in respect of the title of the Larger Land. I hereby update the said Report on Title with additional documents and necessary mutations in continuation with the said Report on Title. However, the Company has informed me that there is a mutation of land comprised in Survey No.68 adjoining 68 sq. mtrs. which shall also bearing part of Larger Land (Demarcated) referred to as 'Additional Land'.
- 7. In the said report, I have perused and verified the following documents in connection with the said Larger Land (including Demised Land) and the said Additional Land:
 - 7/12 Extracts (Statement of Rights) and 3/12 Extracts (Mutation Extracts) provided therein in respect of the said Additional Land and verified mutation of units devised upon the Land Holders of the Additional Land mentioned in Column 'A' of the Schedule herunder written.
 - Original copies of the documents mentioned in the Column 'B' executed and registered with concerned Sub-Registrar by the said Land Holders as set out in Column 'A' in favour of Latha Dwellers Private Limited in connection with the said Additional Land.
 - Deed of Mortgage dated 29th March 2014 registered under No.KLN2-1372/2014.
 - Deed of Lease dated 14/07/2017 registered under No.KLN2-7482/2017 in favor of Company and Bellissimo H-Road Builders Private Limited.

- 4. BOC Search dated 02/09/2017 ("BOC Search") issued by Shriwan A. Dugta and Associates pursuant to online search carried out on the Ministry of Corporate Affairs website.
- 5. From the perusal of the above documents, I observe as under:
 - a. Brief history of Additional Land:
 - (i) As per Mutation Entry No.131 dated 28/02/1943, an endorsement was received by Karandhas (Hathras) and Others in favour of Shriyashri Abhai Aji Mahajan in the Survey No.68 bearing Survey No.68.
 - (ii) On 04/11/1945, a mutation was received dated 04/11/1945, in favour of Karandhas (Hathras) and Others in the Survey No.68 bearing Survey No.68.
 - (iii) As per Mutation Entry No.185 dated 21/07/1948, it is recorded that on 21/07/1948 Shriyashri Abhai Aji Mahajan transferred the Property bearing Survey No.68 to Shriyashri Narayan Mhatre for consideration of Rs.300/-.
 - (iv) As per Mutation Entry No.182 dated 21/07/1948, it is recorded that on 21/07/1948 Shriyashri Abhai Aji Mahajan transferred the Property bearing Survey No.68 to Shriyashri Narayan Mhatre for consideration of Rs.300/-.
 - (v) As per Mutation Entry No.245 dated 04/10/1953, it is recorded that Shriyashri Narayan Mhatre transferred the Property bearing Survey No.68 to Shriyashri Narayan Mhatre, his name was entered in the mutation in respect of the said Property.
 - (vi) As per Mutation Entry No.357 purchased to the Order and Assesment of Agricultural Land Tribunal and Additional Member/Kalyan s.s. 325 of Bombay Tenancy and Agricultural Land Act, 1948, the legal heir of the tenant Purchaser s.s. Kalyan Shriyashri Mhatre had order in purchase of the Property bearing Survey No.68, from the Land Owner Shriyashri Narayan Mhatre for



consideration of Rs.207.65 subject to provision of Section 43 of the said Act. Accordingly, the reimbursement of Rs.207.65 was entered in the other rights column of the 7/12 extract of the said Property.

- (iii) As per Mutation Entry No.405 dated 01/07/1973 on payment of purchase price by Kalya Shriyashri Mhatre, 32M Certificate was issued to him and the reimbursement in the other rights column from the 7/12 extract to the name of the Owner name to be deleted.
- (iv) As per Mutation Entry No.524 dated 20/06/1986, it is recorded that on the basis of partition amongst 1) Kalya Shriyashri Mhatre, 2) Zilla Shriyashri Mhatre, 3) Ganesh Daji Mhatre and accordingly the Property bearing Survey No. 68 came to be allotted to Kalya Shriyashri Mhatre.
- (v) As per Mutation Entry No.559 dated 06/03/1989, it is recorded that on death of Kalya Shriyashri Mhatre on 18/12/1988, the name of his legal heirs 1) Nagendra Kalya Mhatre, 2) Bhima Kalya Mhatre, 3) Dhanraj Kalya Mhatre, 4) Varman Kalya Mhatre, 5) Jnanendra Kalya Mhatre, 6) Shriyashri Lakshman Gokawad, 7) Heera Mangal Gokawad were entered on the 7/12 extract in respect of the Property bearing Survey No.68.
- (vi) As per Mutation Entry No.627 dated 23/08/1993, it is recorded that on death of Nagendra Kalya Mhatre on 05/11/1991, the name of his legal heirs 1) Varman Kalya Mhatre, 2) Dhanraj Kalya Mhatre, 3) Varman Kalya Mhatre, 4) Jnanendra Kalya Mhatre, 5) Neralal Mangal Gokawad, 6) Shriyashri Lakshman Gokawad were entered on the 7/12 extract in respect of the Property bearing Survey No.68.
- (vii) As per Mutation Entry No.796 dated 03/05/2007, it is recorded that on death of Bhimanshu Kalya Mhatre on 01/02/2003, the name of his legal heirs 1) Anandha Bhimanshu Mhatre, 2) Harshabandha Bhimanshu Mhatre, 3) Lakhendra Bhimanshu Mhatre, 4) Shriyashri Bhimanshu Mhatre, 5) Arun Bhimanshu Mhatre, 6) Vinodha Ananda Mhatre, 7) Hanudha Manohar Gokawad, 8) Prasadha Dnyanesh Mhatre, 9) Jyoti Ranjay Gokawad were entered on the 7/12 extract in respect of the Property bearing Survey No.68.

- (viii) As per Mutation Entry No.797 dated 03/03/2007, it is recorded that on death of Jnanendra Kalya Mhatre in the year 2002, the name of his legal heirs 1) Vinodha Anandha Mhatre, 2) Abha Vinodha Mhatre, 3) Manisha Jnanendra Mhatre, 4) Kishor Jnanendra Mhatre were entered on the 7/12 extract in respect of the Property bearing Survey No.68.
- (ix) As per Mutation Entry No.823 dated 02/11/2007, it is recorded that on 20/02/2007, Deshabai Kalya Mhatre and Others (through their Substituted Power of Attorney Holders Chandraji Vyasaikar) Bhimanshu and another who were in full power of attorney holders of Rama Himanshu Mhatre and 2 Others of Deshabai Kalya Mhatre and Others later also sold and conveyed to use Pradip Chandraji Mhatre the Property bearing Survey No.68.
- (x) By Order No. 79C-2707/PRA.88-214/LB dated 26/12/2007 r/w resolution letters dated 29/03/2008, 19/04/2009, 04/08/2010, 28/12/2011, 29/03/2014, 24/08/2014, 08/11/2015 and 20/04/2016, the Competent Authority, Department of Revenue and Forest has granted permission under section 53 (A) of Sub-section (1) under Bombay Tenancy and Agricultural Land Act, 1948 to Company for acquisition of land in Taluka Kalyan, Amravathi and Thane in District Thane for the purpose of development of Special Township Project subject to the terms and conditions set out therein.
- (xi) Harshabandha Bhimanshu Mhatre and Others and Pradip Chandraji Mhatre being the Landholder, mentioned in Column 'A' of Schedule herunder executed and registered with the Sub-Registrar of Kalyan, separate and distinct documents (as shown in Column 'B' of Schedule herunder) where under the said Landholders have sold and conveyed their respective right title and interest in the said Additional Land in favour of Latha Dwellers Private Limited (Purchasers).
- (xii) Bellissimo H-Road Builders Private Limited (Mortgagee No. 1), Latha Dwellers Private Limited (now known as Palasia Dwellers Private Limited) (Mortgagee No. 2) and Mahesh Build Estate Private Limited (now owned with Palasia Dwellers Private Limited) (Mortgagee No. 3) have taken credit facilities on the security of certain land which includes Additional Land and the proposed construction thereon being Sector-3, by will under Mortgage Deed dated 29/03/2014 registered under No.KLN2-1372/2014 from 308 Trusteehip Services Limited (Mortgagee).

- (iii) I have not issued independent search of litigation filed for and against the said Company in respect of the said Property. The Company has informed me that there are no pending litigation in respect of Property bearing Survey No.68 i.e. additional land.
- 5. I further certify that on perusal of Revenue Records i.e. 7/12 extracts and mutation entries and on the basis of information and explanation given to me by the said Landholders (mentioned in column A of the Schedule of the Report on Title dated 19/10/2016) and their professions in title (wherever applicable) were well and sufficiently settled in their respective lands by intention, operation of law under section 320 of the Maharashtra Tenancy and Agricultural Land Act, 1948 and/or outright purchase, as the case may be. The sale of lands/guarantee rights by the said Landholders was in compliance with the applicable laws and requisite permissions were obtained for each transfer of lands. The acquisition of Property by the Company is in compliance with the applicable laws. I have been informed by the Company that the entire consideration under the Deed of Conveyance has been paid to the respective Landholders.
- 6. I have seen Certificate dated 02/09/2017 issued by Shriwan A. Dugta and Associates the Principal Company Secretary to the effect that he has carried out an online search through the official website of the Ministry of Corporate Affairs and has Report under also indicates that there are mortgages (charge in favor of 308 Trusteehip Services Limited) in respect of the Larger Land and Additional Land and the buildings constructed thereon by the Company.
- 7. I further state upon reading that land comprised in Survey Numbers, Hissa numbers and corresponding area of Larger Land were particularly described in Part I of Schedule B herunder written, which now includes the Additional Land.
- 8. On the basis of the findings mentioned above and subject to what is stated hereunder, while endorsing my earlier Reports on Title, I am now again of opinion that:
 - (i) The Company is entitled to the Larger Land as absolute Owner thereof, more particularly described in Part A of the Schedule B herunder written.
 - (ii) The Company is entitled to the Additional Land as absolute Owner thereof, more particularly described in the Schedule A herunder written and is entitled to enjoy of the Units constructed on the building under construction and mortgage the units.
 - (iii) Bellissimo H-Road Builders Private Limited is entitled to carry out development on the Demised Land i.e. portion of the Larger Land, more



particularly described Part A of the Schedule B herunder written with a right to deal with and dispose of the Plot/Units etc. in the building/s constructed on the Demised Land including power to mortgage such Plot/Units etc.

- (iii) pending the sanction of scheme of amalgamation, Palasia Dwellers Private Limited shall continue to be entitled to the said Larger Land with a right to deal with and dispose of the units in the buildings to be constructed on the Larger Land.

9. In the premises aforesaid, the Report on Title dated 19/10/2016 and Supplemental Reports thereon dated 28/10/2016, 21/05/2017 dated 13/09/2017 be read and construed accordingly.

**THE SCHEDULE HERUNDER WRITTEN
VILLAGE:KHEMNI**

Sl. No.	Name of the Landholder / Owner (A)	Survey No.	Area in sq. mts (B)	Area in acres (C)	Date of Acquisition (D)	Name of the Document & Regs. No and Date (E)	Name of the Purchaser (F)
1	Hanubandha Bhimanshu Mhatre and Others	68	680	0.15	13/10/2008	Development Agreement dated 13/10/2008 registered under No.KLN4-04833/2008	Latha Dwellers Private Limited
					15/10/2008	Power of Attorney dated 15/10/2008 registered under No.KLN2-04957/2008	Latha Dwellers Private Limited
					14/12/2007	Confirmation dated 14/12/2007 registered under No.KLN4	Latha Dwellers Private Limited

Pradip Chandraji Mhatre	06/03/2007	Deed of Conveyance dated 12/07/2008 registered under No.0321	Area
			1438

**Schedule B
Part A**

Sl. No.	Survey No.	Hissa No.	Area (in sq. mtrs.)	Area (in acres)
1	68	1	680	0.15
2	68	2	680	0.15
3	68	3	680	0.15
4	68	4	680	0.15
5	68	5	680	0.15
6	68	6	680	0.15
7	68	7	680	0.15
8	68	8	680	0.15
9	68	9	680	0.15
10	68	10	680	0.15
11	68	11	680	0.15
12	68	12	680	0.15
13	68	13	680	0.15
14	68	14	680	0.15
15	68	15	680	0.15
16	68	16	680	0.15
17	68	17	680	0.15
18	68	18	680	0.15
19	68	19	680	0.15
20	68	20	680	0.15

Sl. No.	Survey No.	Hissa No.	Area (in sq. mtrs.)	Area (in acres)
21	68	21	680	0.15
22	68	22	680	0.15
23	68	23	680	0.15
24	68	24	680	0.15
25	68	25	680	0.15
26	68	26	680	0.15
27	68	27	680	0.15
28	68	28	680	0.15
29	68	29	680	0.15
30	68	30	680	0.15

21	36	3	2300	0.79
22	36	3	4990	1.22
23	37	1	360	0.09
24	9	20	4880	1.2
25	63	3	500	0.15
26	64	3	500	0.15

Schedule B
Part B
Demised Land

S. No.	Survey No./Hissa No.	AREA (In sq. meters)	VILLAGE
1	99	433.61	KHURJI
2	100/1	172.91	KHURJI
3	100/2	2879.89	KHURJI
4	104/1	32.62	KHURJI
5	104/2	12.42	KHURJI
6	104/3	690.57	KHURJI
7	104/4	1895.00	KHURJI
8	104/5	839.62	KHURJI
9	TOTAL	6515.24	
10	99/1	200.00	KHURJI
11	99/2	23.66	KHURJI
12	99/3	13.58	KHURJI
13	100/1	1336.67	KHURJI
14	100/2A & B	5466.35	KHURJI
15	100/3	424.38	KHURJI
16	99/4	2387.99	KHURJI
17	99/5	83.29	KHURJI
18	100/4 & B	132.44	KHURJI
19	100/5	12358.32	KHURJI
20	100/6	292.69	KHURJI

S. No.	Survey No./Hissa No.	AREA (In sq. meters)	VILLAGE
1	100/2A & B	2933.91	KHURJI
2	97	413.43	KHURJI
3	100/2A & B	6070.34	KHURJI
4	100/3	2287.35	KHURJI
5	100/4A & B	77.74	KHURJI
6	94/2	145.24	KHURJI
7	94/4	152.53	KHURJI
8	TOTAL	16335.56	
9	92	1493.28	KHURJI
10	97	209.88	KHURJI
11	100/2A & B	1845.02	KHURJI
12	100/3	633.67	KHURJI
13	100/4A & B	520.97	KHURJI
14	93/1	123.02	KHURJI
15	93/2	263.60	KHURJI
16	93/3	281.54	KHURJI
17	93/4	407.21	KHURJI
18	93/5	304.32	KHURJI
19	TOTAL	12550.88	
20	99/2A & B	2073.12	KHURJI
21	98	4571.15	KHURJI
22	98	712.25	KHURJI
23	100/2	202.32	KHURJI
24	TOTAL	7638.83	
25	100/4A & B	1804.00	KHURJI
26	100/5	1109.78	KHURJI
27	91/2A, 91/2B	9747.21	KHURJI
28	94	606.29	KHURJI
29	TOTAL	9153.10	
30	99/1	172.88	KHURJI
31	71 A & B	2034.82	KHURJI
32	71/1	532.20	KHURJI
33	71/2	182.30	KHURJI
34	TOTAL	1562.98	
35	100/6	44.29	KHURJI
36	100/7	1781.03	KHURJI

S. No.	Survey No./Hissa No.	AREA (In sq. meters)	VILLAGE
1	100/10A & B	11.25	KHURJI
2	TOTAL	1197.45	
3	98/1	916.04	KHURJI
4	99/2	935.56	KHURJI
5	99/3	793.00	KHURJI
6	100/8	422.11	KHURJI
7	100/10A & B	7199.83	KHURJI
8	100/9	877.25	KHURJI
9	TOTAL	10841.80	
10	100/11A & B	187.39	KHURJI
11	TOTAL	934.58	
12	100/2A & B	2970.11	KHURJI
13	94/1	817.5	KHURJI
14	94/2	201.38	KHURJI
15	94/3	7.26	KHURJI
16	94/4	227.49	KHURJI
17	94/5	34.28	KHURJI
18	TOTAL	4378.14	
19	93/6	12.92	KHURJI
20	93/7	155.18	KHURJI
21	93/8	32.00	KHURJI
22	100/2A & B	788.27	KHURJI
23	100/2B & B	4811.35	KHURJI
24	71 A & B	927.00	KHURJI
25	TOTAL	8521.93	
26	100/4A & B	2923.54	KHURJI
27	99	1125.11	KHURJI
28	93/9	3455.25	KHURJI
29	93/2	74.53	KHURJI
30	TOTAL	7364.43	

Dated this 17th day of November 2017
Pradip Garach
Advocate High Court, Bombay

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FIRST SUPPLEMENTAL REPORT ON TITLE

Re: Property comprised in land bearing various Survey numbers, Hissa numbers and lying being and situated at Village Khurji, Taluka Kalyan, District Thane.

- This has reference to my Report on Title dated 19th October, 2016 in respect of the Property described in Schedule thereto wherein on the basis of findings stated therein, I have opined that Palava Dwellers Private Limited ("Company") are entitled to the Larger Land (including the Demised Land) more particularly described in the Schedule hereunder written as Owners thereof and Britannia Hi-Rise Builders Private Limited are entitled to the leasehold rights of the Demised Land and it is entitled to develop the same and deal with units in proposed buildings constructed by them.
- I give hereunder necessary elucidation in connection with the said Report on Title.
- I hereby reaffirm that by and under various Deeds of Conveyance as in and whereof in more particularly set out in Annexure-A hereto the Company became entitled to the proprietary and Ownership rights of their land as absolute Owners thereof.
- In paragraph 15 of the Report on Title I have stated that by Instrument of Mortgage dated 29th March, 2014 the mortgagees therein have created charge on the portion of Larger Land in favour of IDBI Trustee'ship Services Limited. I hereby annexed list of mortgaged land enumerating Survey Numbers and Hissa Numbers mortgaged under the said Deed of Mortgage as Annexure-B.

Dated this 28th day of October, 2016.

Pradip Garach
Advocate High Court Bombay

ANNEXURE-A
VILLAGE - KHURJI

S. No.	Name of the Vendor	Survey No. & Hissa No.	Area in Hectares	Name of the Instruments	Means of the Vendor
1	Britannia Hi-Rise Builders Private Limited	100/2A & B, 100/3, 100/4A & B, 100/5	16335.56	Deed of Conveyance dated 19/10/2016 (under No. K12/2016)	Lotika Dhandra Prasad Dhandra Prasad
2	Palava Dwellers Private Limited	100/1, 100/2, 100/4, 100/6, 100/7	16335.56	Deed of Conveyance dated 19/10/2016 (under No. K12/2016)	Lotika Dhandra Prasad Dhandra Prasad
3	Palava Dwellers Private Limited	100/8, 100/9	1279.08	Deed of Conveyance dated 19/10/2016 (under No. K12/2016)	Lotika Dhandra Prasad Dhandra Prasad
4	Palava Dwellers Private Limited	100/10, 100/11	199.64	Deed of Conveyance dated 19/10/2016 (under No. K12/2016)	Lotika Dhandra Prasad Dhandra Prasad
5	Palava Dwellers Private Limited	100/12, 100/13, 100/14, 100/15, 100/16, 100/17, 100/18, 100/19, 100/20, 100/21, 100/22, 100/23, 100/24, 100/25, 100/26, 100/27, 100/28, 100/29, 100/30, 100/31, 100/32, 100/33, 100/34, 100/35, 100/36, 100/37, 100/38, 100/39, 100/40, 100/41, 100/42, 100/43, 100/44, 100/45, 100/46, 100/47, 100/48, 100/49, 100/50, 100/51, 100/52, 100/53, 100/54, 100/55, 100/56, 100/57, 100/58, 100/59, 100/60, 100/61, 100/62, 100/63, 100/64, 100/65, 100/66, 100/67, 100/68, 100/69, 100/70, 100/71, 100/72, 100/73, 100/74, 100/75, 100/76, 100/77, 100/78, 100/79, 100/80, 100/81, 100/82, 100/83, 100/84, 100/85, 100/86, 100/87, 100/88, 100/89, 100/90, 100/91, 100/92, 100/93, 100/94, 100/95, 100/96, 100/97, 100/98, 100/99, 100/100	16335.56	Deed of Conveyance dated 19/10/2016 (under No. K12/2016)	Lotika Dhandra Prasad Dhandra Prasad

S. No.	Name of the Vendor	Survey No. & Hissa No.	Area in Hectares	Name of the Instruments	Means of the Vendor
1	Britannia Hi-Rise Builders Private Limited	100/2A & B, 100/3, 100/4A & B, 100/5	16335.56	Deed of Conveyance dated 19/10/2016 (under No. K12/2016)	Lotika Dhandra Prasad Dhandra Prasad
2	Palava Dwellers Private Limited	100/1, 100/2, 100/4, 100/6, 100/7	16335.56	Deed of Conveyance dated 19/10/2016 (under No. K12/2016)	Lotika Dhandra Prasad Dhandra Prasad
3	Palava Dwellers Private Limited	100/8, 100/9	1279.08	Deed of Conveyance dated 19/10/2016 (under No. K12/2016)	Lotika Dhandra Prasad Dhandra Prasad
4	Palava Dwellers Private Limited	100/10, 100/11	199.64	Deed of Conveyance dated 19/10/2016 (under No. K12/2016)	Lotika Dhandra Prasad Dhandra Prasad



S. No.	Name of the Vendor	Survey No. & Hissa No.	Area in Hectares	Name of the Instruments	Means of the Vendor
1	Britannia Hi-Rise Builders Private Limited	100/2A & B, 100/3, 100/4A & B, 100/5	16335.56	Deed of Conveyance dated 19/10/2016 (under No. K12/2016)	Lotika Dhandra Prasad Dhandra Prasad
2	Palava Dwellers Private Limited	100/1, 100/2, 100/4, 100/6, 100/7	16335.56	Deed of Conveyance dated 19/10/2016 (under No. K12/2016)	Lotika Dhandra Prasad Dhandra Prasad
3	Palava Dwellers Private Limited	100/8, 100/9	1279.08	Deed of Conveyance dated 19/10/2016 (under No. K12/2016)	Lotika Dhandra Prasad Dhandra Prasad
4	Palava Dwellers Private Limited	100/10, 100/11	199.64	Deed of Conveyance dated 19/10/2016 (under No. K12/2016)	Lotika Dhandra Prasad Dhandra Prasad

S. No.	Name of the Vendor	Survey No. & Hissa No.	Area in Hectares	Name of the Instruments	Means of the Vendor
1	Britannia Hi-Rise Builders Private Limited	100/2A & B, 100/3, 100/4A & B, 100/5	16335.56	Deed of Conveyance dated 19/10/2016 (under No. K12/2016)	Lotika Dhandra Prasad Dhandra Prasad
2	Palava Dwellers Private Limited	100/1, 100/2, 100/4, 100/6, 100/7	16335.56	Deed of Conveyance dated 19/10/2016 (under No. K12/2016)	Lotika Dhandra Prasad Dhandra Prasad
3	Palava Dwellers Private Limited	100/8, 100/9	1279.08	Deed of Conveyance dated 19/10/2016 (under No. K12/2016)	Lotika Dhandra Prasad Dhandra Prasad
4	Palava Dwellers Private Limited	100/10, 100/11	199.64	Deed of Conveyance dated 19/10/2016 (under No. K12/2016)	Lotika Dhandra Prasad Dhandra Prasad

14	14	96.2A	4.12	Level of Government dated 11/10/2008 registered under No. 1317/2008	Level of Government dated 11/10/2008 registered under No. 1317/2008	Level of Government dated 11/10/2008 registered under No. 1317/2008	Level of Government dated 11/10/2008 registered under No. 1317/2008	Level of Government dated 11/10/2008 registered under No. 1317/2008	Level of Government dated 11/10/2008 registered under No. 1317/2008	Level of Government dated 11/10/2008 registered under No. 1317/2008	Level of Government dated 11/10/2008 registered under No. 1317/2008
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15	15	100.5	18/05	Level of Government dated 11/10/2008 registered under No. 1317/2008	Level of Government dated 11/10/2008 registered under No. 1317/2008	Level of Government dated 11/10/2008 registered under No. 1317/2008	Level of Government dated 11/10/2008 registered under No. 1317/2008	Level of Government dated 11/10/2008 registered under No. 1317/2008	Level of Government dated 11/10/2008 registered under No. 1317/2008	Level of Government dated 11/10/2008 registered under No. 1317/2008	Level of Government dated 11/10/2008 registered under No. 1317/2008
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16	16	104.5	18/05	Level of Government dated 11/10/2008 registered under No. 1317/2008	Level of Government dated 11/10/2008 registered under No. 1317/2008	Level of Government dated 11/10/2008 registered under No. 1317/2008	Level of Government dated 11/10/2008 registered under No. 1317/2008	Level of Government dated 11/10/2008 registered under No. 1317/2008	Level of Government dated 11/10/2008 registered under No. 1317/2008	Level of Government dated 11/10/2008 registered under No. 1317/2008	Level of Government dated 11/10/2008 registered under No. 1317/2008
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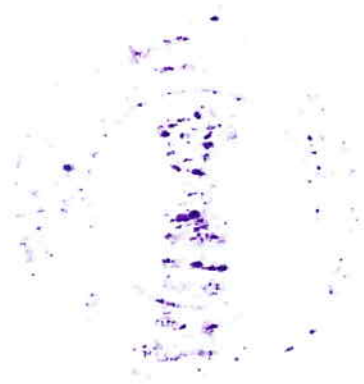
ANNEXURE-3

Sr. No.	Survey No.	Block No.	Area in Sq. Mts	Mortgage
1	81	8	530	ICICI Trusteehip Services Limited
	84	4	565	ICICI Trusteehip Services Limited
	85	3	1840	ICICI Trusteehip Services Limited
	87	7	930	ICICI Trusteehip Services Limited
	84	5	1430	ICICI Trusteehip Services Limited
2	93	6	130	ICICI Trusteehip Services Limited
	94	1	136	ICICI Trusteehip Services Limited
	93	1	130	ICICI Trusteehip Services Limited
	93	3	50	ICICI Trusteehip Services Limited
	93	2	200	ICICI Trusteehip Services Limited
3	149	1	24500	ICICI Trusteehip Services Limited
	150	108	7050	ICICI Trusteehip Services Limited
	89	2	3820	ICICI Trusteehip Services Limited
4	78		730	ICICI Trusteehip Services Limited
	92		2180	ICICI Trusteehip Services Limited
	91	2A	1960	ICICI Trusteehip Services Limited
5	60	1	3820	ICICI Trusteehip Services Limited
	150	10A	7050	ICICI Trusteehip Services Limited
6	71	A	1560	ICICI Trusteehip Services Limited
7	71	B	1700	ICICI Trusteehip Services Limited

Sr. No.	Survey No.	Block No.	Area in Sq. Mts	Mortgage
8	73	2	400	ICICI Trusteehip Services Limited
	89	0	6220	ICICI Trusteehip Services Limited
9	91	2C	8190	ICICI Trusteehip Services Limited
	154	0	7290	ICICI Trusteehip Services Limited
10	150	3	3750	ICICI Trusteehip Services Limited
	91	3	800	ICICI Trusteehip Services Limited
11	150	2D	9100	ICICI Trusteehip Services Limited
	93	4	390	ICICI Trusteehip Services Limited
	96	3	480	ICICI Trusteehip Services Limited
12	94	3	1400	ICICI Trusteehip Services Limited
	94	3	1370	ICICI Trusteehip Services Limited
	95	1	200	ICICI Trusteehip Services Limited
	95	2	30	ICICI Trusteehip Services Limited
13	94	1	3950	ICICI Trusteehip Services Limited
14	95	2A	4110	ICICI Trusteehip Services Limited
	97		1740	ICICI Trusteehip Services Limited
15	100	1	4650	ICICI Trusteehip Services Limited
	150	1	4500	ICICI Trusteehip Services Limited
	150	4A	11750	ICICI Trusteehip Services Limited
	150	4B	11350	ICICI Trusteehip Services Limited

Sr. No.	Survey No.	Block No.	Area in Sq. Mts	Mortgage
16	104	2	4480	ICICI Trusteehip Services Limited
	104	7	1260	ICICI Trusteehip Services Limited
	104	4	1880	ICICI Trusteehip Services Limited
	104	5	2170	ICICI Trusteehip Services Limited
	104	3	2880	ICICI Trusteehip Services Limited
17	104	6	100	ICICI Trusteehip Services Limited
18	100	2A	13100	ICICI Trusteehip Services Limited
19	106	5	1800	ICICI Trusteehip Services Limited
20	150	5	28400	ICICI Trusteehip Services Limited
21	96	2B	3200	ICICI Trusteehip Services Limited
22	95	0	4950	ICICI Trusteehip Services Limited
23	73	1	280	ICICI Trusteehip Services Limited
TOTAL AREA			226280 Sq. Mts. LA. 54.44	





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Annexure 4

No.	Approval/Document	Date of Document	Document Ref No.	Issuing Authority
1.	Approval for establishment of Integrated Township Project	14th March 2018	Outward No.Integrated Township Project /Antarli, Khoni & Ors/ Asst Director Thane/471	Collector's Office, Thane

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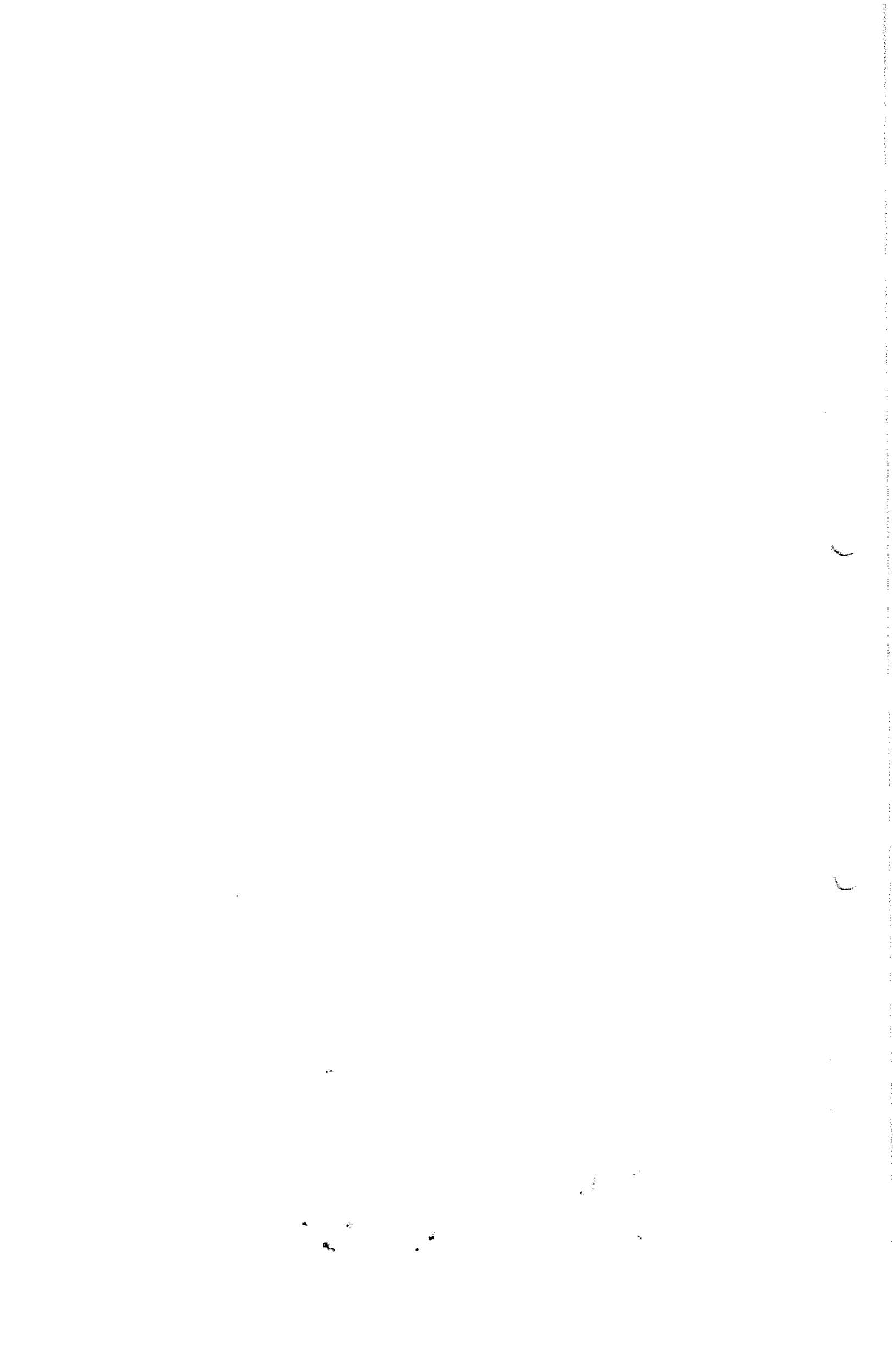
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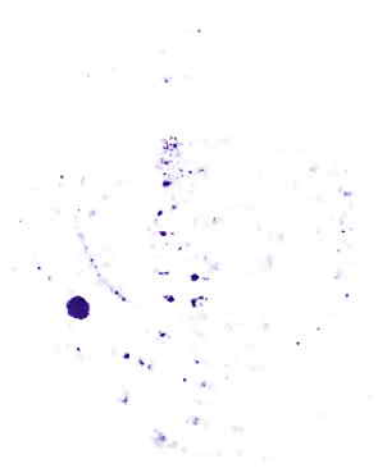
UNIT NO. 4
 1st FLOOR PLAN

PALAVA, DOMBIVALI | LODHA TRINITY C | FLOOR 1st | FLAT NO. 104

NOTE: PLAN NOT TO THE SCALE

Developers Macrotech Developers Limited 412, Floor- 4, 17G Vardhaman Chamber, Cawasji Patel Road, Horniman Circle, Fort, Mumbai-400001	 NORTH	ARCHITECT KAPADIA ASSOCIATES PVT. LTD ARCHITECTURE, URBAN DESIGN OFF. AMBEDKAR ROAD, PAREL EAST, MUMBAI 400 012. TEL: 91-22-5660233/39. FAX: 91-22-56602344 email: kapad@hathway.com





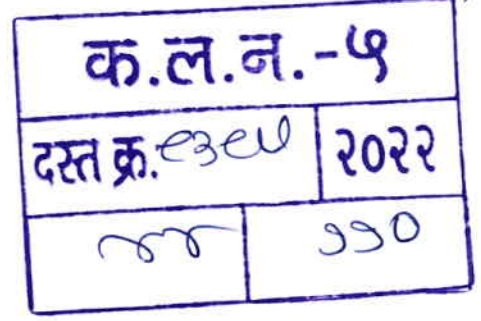
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Annexure 6

(Unit and Project Details)

- (I) **CUSTOMER ID** :2218694
- (II) **Correspondence Address of Purchaser:** Adriana K 303, Downtown, Lodha Palava Phase 2, Khopli, Dombivali - 421204 Maharashtra India
- (III) **Email ID of Purchaser:** vinita29mishra@gmail.com
- (IV) **Unit Details:**
- (i) Development/Project : PALAVA TRINITY A TO C
- (ii) Building Name : TRINITY
- (iii) Wing : C
- (iv) Unit No. : C-104
- (v) Area :



	Sq. Ft.	Sq. Mtrs.
Carpet Area	1,048	97.36
EBVT Area	112	10.41
Net Area (Carpet Area +EBVT Area)	1,160	107.77

(vi) Car Parking Space Allotted: 2

(V) **Consideration Value (CV):** Rs. 114,64,052/- (Rupees One Crore Fourteen Lakh Sixty-Four Thousand Fifty-Two 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	1,44,000	16-06-2022
2	Booking Amount II	4,29,203	16-06-2022
3	Booking Amount III	22,92,810	06-07-2022
4	Within 60 days	85,40,719	16-07-2022
5	On date of offer of Possession	57,320	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.



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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:** 31-07-2022, 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:**

क.ल.न. - ५	1) Project Name: PALAVA TRINITY A TO C
दस्त क्र. २३५७	2) RERA Registration Number: P51700014396
२०२२	3) No. of Buildings: 3
२५	११०

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Annexure 6A

(Other Amount Payable before DOP)

- (I) **Reimbursements:** Payable on/before the Date of Offer of Possession* (If Any):
- | | |
|-------------|------|
| क.ल.न.-५ | |
| कल.क्र. 322 | 2022 |
| ४६ | ११० |
1. Electricity Deposit Reimbursement: Rs. 8,400/- (Rupees Eight Thousand Four Hundred Only) towards provisional amount of reimbursement of deposit paid to Electricity Supply company on the Purchaser's behalf. The benefit of the said deposit shall stand transferred to the Purchaser when meter is transferred to the Purchaser's name.
 2. Connection and related expenses: Rs. 90,750/- (Rupees Ninety Thousand Seven Hundred Fifty Only).
 3. Share Money: Rs.600/- (Rupees Six Hundred Only).
- (II) **Maintenance Related Amounts:** Provisional amounts (subject to actuals) payable on/before the Date of Offer of Possession:
1. **CAM Charges:** (a) Rs. 93,960/- (Rupees Ninety Three Thousand Nine Hundred and Sixty only) covering period of 18 months from DOP and (b) **City Linked Utility Charges:** Rs 16,704/- (Rupees Sixteen Thousand Seven Hundred and Four only) covering period of 18 months from DOP.
 2. **Property Tax (Estimated):** Rs.11,484/- (Rupees Eleven Thousand Four Hundred and Eighty Four only) covering period of 18 months from DOP.
 3. **Building Protection Deposit:** Undated cheque of Rs.NA/- (Rupees NA only) towards Building Protection Deposit which shall be encashed only if there is violation of guidelines in respect of execution of fit outs/interior works.
- (III) **User Based Fees:**
1. **Internal Bus Services Fee:** Rs.21,000/- (Rupees Twenty One Thousand only) for a covering period of 60 months from DOP.
 2. **Parking Area Maintenance Fee:** Rs.9,000/- (Rupees Nine Thousand only) covering period of 60 months from DOP.
 3. **Club Usage Charges:** (a) **Club Fee:** Rs.24,000/- (Rupees Twenty Four Thousand Only) for a membership period of 60 months from DOP; and (b) **Sports Complex Fee:** Rs.21,000/- (Rupees Twenty One Thousand only) for a membership period of 60 months from DOP.
- (IV) **City Infrastructure Charge:** Rs.1,46,160/- (Rupees One Lakh Forty Six Thousand One Hundred Sixty Only) covering period of 60 months from DOP.

All amounts stated hereinabove are exclusive of Indirect Taxes (including but not limited to 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)

Amenities for 3BHK Residences in Lodha Trinity (Towers A, B & C)

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○ Amenities inside each apartment (All typical levels Ground & 1st to 22nd):

- Italian Marble Flooring in Living/ Dining and Passage.
- Vitrified tile flooring in kitchen.
- Marbital flooring in bedrooms.
- Kohler sanitary fittings and Hansgrohe bathroom fittings OR Equivalent.
- Geyser in all bathrooms.
- Separate cupboard area in each bedroom for best space utilization.
- Fully Air conditioned homes (except kitchen, bathrooms and service areas).
- Video Door Camera integrated with Panic Alarm.
- Fibre-optic connectivity providing hi-speed internet access[^].
- Provision for telephone and TV connectivity.

○ Amenities for the building:

- Well designed entrance lobby.
- Lift lobby on each floor.
- 3 hi-speed elevators (including one stretcher elevator)
- Security with video door phone, CCTV monitoring of key common areas, visitor registration and gated entry.
- Fire fighting system.
- DG power back up for common area lighting.
- Servant's toilets and bathrooms at ground level.

○ Complex Facilities:

- Gymnasium.
- Indoor games with Table Tennis, Carom, Snooker and Foosball.
- Party hall for upto 100 pax.
- Swimming pool and kids pool.
- Access to Grand neighborhood club with library lounge & business center, Cinema, health club & Spa, Swimming pool, café/restaurant, Party hall 250 Pax., Activity room, Crèche.



[^] Monthly services on chargeable basis from provider.

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Annexure 8
(Special Conditions)

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

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

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वस्त क्र. ३३०	१०२२
४८	३३०

1. Palava City Management Company

- 1.1. The Purchaser acknowledges that the Unit, the Building and the Project forms part of the Palava City (as defined herein) which is an integrated township project. The Purchaser agrees and confirms that for the maintenance and management of the Palava City, the common areas and amenities (i.e. all areas outside the Building footprint and an area of 3-6 meters from the Building perimeter (as may be determined by Palava City Management Company)) of the Palava City shall be undertaken by the PCMC. PCMC may, at its sole discretion, continue to maintain and manage the said common areas after the expiry of the initial term set out in the Agreement.
- 1.2. The Purchaser hereby confirms and acknowledges that PCMC's On-Boarding Guide ("On-Boarding Guide") has been read and understood by the Purchaser and agrees to be bound by and to comply with the provisions of the On-Boarding Guide. The Purchaser further agrees that all future changes, made in accordance with the provisions of the On-Boarding Guide, shall be binding on the Purchaser (including all successors in title) as well as any tenant / lessee / agents of the Purchaser.
- 1.3. The PCMC shall formulate the rules and regulations in an endeavor to ensure that the habitants of the Project / Palava City enjoy a safe, secure and hassle free lifestyle and the long term value of the Unit / Building / Project is enhanced. The Purchaser hereto agrees and acknowledges that such rules and regulations shall be applicable to all residents / habitants / owners of units / Palava City and hereby irrevocably agrees to abide by all such rules and regulations and shall not challenge any such rules and regulations. In case of any difference or disputes arising in relation to the interpretation of rules and regulations as well as compliance of the rules and regulations, the same shall be referred to the PCMC's governing council and its decision shall be final and binding on the parties concerned. The Purchaser agrees and undertakes to cause the Ultimate Organization to be bound by the rules and regulations that may be framed by the PCMC from time to time. The Purchaser along with the other purchasers in the Building shall undertake and cause the Ultimate Organization to ratify the appointment of PCMC as aforesaid.
- 1.4. The Purchaser is aware that PCMC shall be authorized and entitled to charge, receive and collect from the respective purchasers of the units (including the Purchaser herein) and / or the Ultimate Organization, CIC, other contributions, charges, fees, cost and expenses, as may be required in relation to the development of infrastructure and its maintenance within Palava City. The Company may by itself or through one or more external nominee/s appointed by it undertake the maintenance, management, supervision and servicing of the common amenities and facilities as well as general management and supervision of the Project and the Palava City. The Purchaser agrees not to object at any time to the appointment of such nominee/s appointed for the maintenance, management, servicing, supervision and overall control as aforesaid.
- 1.5. The Purchaser along with the other purchasers of the units shall be entitled to avail the services to be provided or arranged by or through the PCMC at the costs, charges that may be fixed by the PCMC and in accordance with the terms and conditions imposed by the PCMC. All common costs, charges and expenses that may be claimed by the PCMC shall be to the account of and borne by the purchasers of the units in the Building. These common costs shall be shared by all the purchasers on pro-rata basis determined by the Company and not by the PCMC, which determination shall be binding on the Purchaser.

For the purpose of this Agreement, "Palava City" shall mean the city being developed by the Company on pieces and parcels of lands including the Large Property under various development control regulations including special township scheme and mega city scheme; and "Palava City Management Company" or "PCMC" shall mean the company, i.e. Palava City Management Private Limited, incorporated and registered under the Companies Act, 1956 a nominee appointed to maintain, manage, service and supervise the infrastructure of the Palava City including city management, civic governance, city club house and the related infrastructure. All references to "FMC" in this Agreement will be read and construed as a reference to PCMC.

2. BCAM Charges

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2.1. BCAM Charges, as defined under this Agreement shall include the following: (i) the maintenance charges payable by you *inter alia* for the maintenance of the common areas of the Unit/ Building; and (ii) "City Linked Utility Charges", which shall mean the maintenance charges payable by you, *inter alia*, for the maintenance of the sewage treatment plan ("STP") and maintenance costs incurred towards replacement and upkeep of the STP or parts thereof and solid waste management plant ("SWMP") which may be located on the Larger Property, which cater to the Unit and, or, the Building.

2.2. Subject to utilization of the amounts stated at **Annexure 6A** for the initial period, the Purchaser agrees and undertakes to pay the Company and, or, the relevant Authority as the case may be City Linked Utility Charges at the rates communicated by the Company to the Purchaser / the Ultimate Organization towards the maintenance of STP (including the cost of pumping of water to the STP treatment of the water and recirculation of the recycled water to the relevant portions on the Larger Property), sinking fund expenses towards replacement of integral parts of the STP, the SWMP servicing the Unit and, or, Building. Such City Linked Utility Charges shall be paid in a form and manner prescribed by the Company and, or, the relevant Authority.

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

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दस्त क्र. ३३००	City Infrastructure Charges: २०२२
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3.1.1. The Purchaser shall, on demand, make the payment of the estimated City Infrastructure Charges ("CIC") for the first 60 (sixty) months on or before the Date of Offer of Possession as set out in **Annexure 6**.

3.1.2. The CIC shall become payable from the CAM Commencement Date. The CIC shall continue to be payable by the Purchaser / Ultimate Organization to the PCMC, quarterly in advance, even after the management of the Building is taken over by the Ultimate Organization. Thereafter, the Purchaser shall be obliged to pay the CIC in advance on / before the 1st day of each month / quarter.

3.1.3. The Purchaser is aware that the CIC stated hereinabove are provisional and based on estimates at the time of sales launch of the development. The right to set the City Infrastructure Charges rests solely with the PCMC and is subject to escalation by 10% (ten per cent) every year.

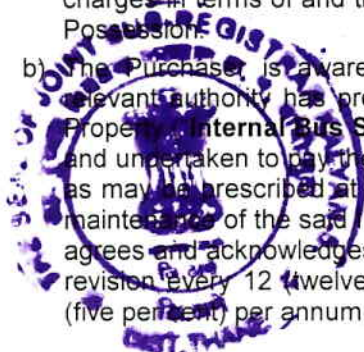
3.2. **User Based Fee:** shall consist of the following: (i) Internal Bus Services Fee; (ii) Sports Complex Fee; (iii) Parking Area Maintenance Fee; and (iv) Club Usage Charges. The aforesaid sub-heads and the terms thereof are more particularly described hereunder.

3.2.1. For avoidance of doubt, after utilization of the amounts stated at **Annexure 6A** for the initial period, the Purchaser agrees to renew the membership, on terms and conditions applicable at the time of such renewal and execute such additional documents and pay the Company / FMC (as the case may be), the User Based Fee, at prevailing rates, towards the membership, usage, maintenance and, or, upkeep of the Club(s), Sports Complex, Internal Bus Services etc. Such additional User Based Fee shall be paid in the form and manner prescribed by the Company / FMC, failing which the Company/ FMC shall be entitled to suspend access to all such facilities offered and the Purchaser shall not be entitled to any of the said facilities.

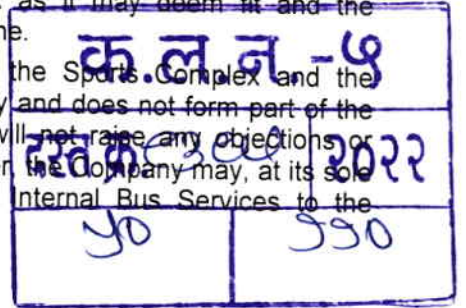
3.2.2. **Sports Complex and Internal Bus Services**

a) The Purchaser is aware that the Purchaser is entitled to utilize the sports complex which has facilities for swimming, football, tennis, badminton, etc., which has been constructed on the Larger Property and is owned and managed by the Company, either directly or through a nominee which may include the FMC or such other person appointed for the operation and maintenance of the same ("Sports Complex"). The Purchaser agrees and acknowledges that the Sports Complex can only be used by the Purchaser upon executing the relevant membership forms and documents (as the case may be) to become a member of the Sports Complex and making regular and timely payment of the applicable charges in terms of and the manner as may be prescribed at the Date of Offer of Possession.

b) The Purchaser is aware and acknowledges that the Company and, or, the relevant authority has provided bus / other transport services within the Larger Property ("Internal Bus Services"), and the Purchaser has accordingly agreed to and undertaken to pay the Internal Bus Services Fee, in terms of and the manner as may be prescribed at the Date of Offer of Possession, for the facilitation and maintenance of the said Internal Bus Services. Further, the Purchaser specifically agrees and acknowledges that the Internal Bus Services Fees shall be subject to revision every 12 (twelve) months after the Date of Offer of Possession by 5% (five per cent) per annum, or such other percentage based on actuals.



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



3.2.3. Parking Area Maintenance

In addition to the provisions with respect to Parking Spaces as set out at Clause 8 of the Agreement and after utilization of the amounts stated at **Annexure 6A** for the initial period, the Purchaser agrees to pay to the Company / FMC and/or relevant Authority (as the case may be), such amounts as may be applicable towards the maintenance and upkeep of the parking structure ("**Parking Area Maintenance Fee**"). Such amounts payable will be proportionate to the number of Parking Spaces allocated to the Purchaser. The Purchaser agrees and acknowledges that failure to pay such amounts will lead to suspension of the Parking Spaces. Further, these charges are subject to the revision every 12 (twelve) months after the Date of Offer of Possession by 5% (five per cent) per annum. In case the increase is to be higher than this amount, the same will have to be mutually agreed between the Ultimate Organization / Federation (as the case may be) and the FMC.

3.2.4. Club(s)

- a) Notwithstanding anything stated anywhere in this Agreement, the term "Club(s)" shall mean the club(s) which has been constructed on the Larger Property and is owned and managed by the Company offering recreational activities to the residents on the Larger Property, either directly or through a nominee which may include the PCMC which can be used *inter alia* by the Purchaser upon becoming a member of the Club(s) by executing the relevant membership forms and documents. The Purchaser agrees and acknowledges that the membership to the Club(s) and/ or other common areas of recreational / food & beverage / commercial use as set out in this Agreement, shall always be subject to timely payments towards Club(s) Usage.
- b) For avoidance of doubt, after utilization of the amounts stated at **Annexure 6A** for the initial period, the Purchaser shall be obliged to renew the membership on terms and conditions applicable at the time of such renewal and execute such additional documents and pay the Company / the FMC, as the case may be, the Club Usage Charges at prevailing rates towards the maintenance membership, usage, and upkeep of the Club(s). Such additional Club Usage Charges shall be paid in a form and manner prescribed by the Company / FMC, failing which the Company shall be entitled to suspend access to the all such facilities offered and the Purchaser shall not be entitled to avail of the Club(s) and other facilities.
- c) The Purchaser agrees and acknowledges that the Club(s) is owned by the Company and does not form part of the Common Areas Amenities, and the Purchaser will not raise any objections or make any claims with regards to the same. Further, the Company may, at its sole discretion, transfer the Club(s) to the Ultimate Organization/Federation.



4. Utility Provision

- 4.1. The Purchaser hereto agrees and acknowledges that the Company shall enter into contracts with third parties to provide various services such as electricity supply, water supply, water / sewage recycling / treatment and supply, gas supply, garbage handling, security services, medical services, housekeeping, sewage network management, traffic management, emergency services and other general operations in respect of Palava City (and / or lay related infrastructure thereto) to the residents of the Project on the terms and conditions contained therein. The Company reserves the absolute right to conduct all (re)negotiations and finalize terms in this regard. The terms and conditions of such contracts shall be binding on all residents / citizens of the Project and all residents / Purchaser / Ultimate Organizations shall adhere to the same without raising any dispute thereto. The Purchaser has no objection to the above and waives all its rights to raise any objection in relation thereof.
- 4.2. The Company shall ensure that any share of revenue / profits paid by the third parties under such contracts are paid directly to PCMC and are used for activities related to the development

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and up-gradation of the Project and these monies are not used for any other purpose. The Purchaser has no objection to the above and waives all his rights to raise any objection.

4.3. The Purchaser hereto agrees and acknowledges that Maharashtra State Electricity Distribution Company Limited ("MSEDCL") / any other electricity distribution company, by itself or through its franchisee, will be supplying electricity for the Palava City and the electricity meters and payment of electricity charges shall be as per the terms and conditions prescribed by MSEDCL / any other electricity distribution company and the Purchaser hereto agrees to abide by the same.

4.4. The Company and / or PCMC and / or any service provider appointed by PCMC may provide water or gas supply for the Project and the Company and / or such service provider shall be entitled to (i) decide the type of meters and payment methodology that may be installed within the Project and (ii) frame all the rules and regulations regarding the operations and management of water and gas supply in the Project including the units as well as the common areas. The Purchaser agrees and acknowledges to cause the Ultimate Organization to abide by all such rules and regulations as framed by Company and / or PCMC and / or any service provider appointed by PCMC and such rules and regulations shall be final and binding on the Purchaser and hereby waives all his rights to raise any objection in that regard.

4.5. The Company and / or PCMC and / or any service provider appointed by PCMC will levy charges for potable water, and gas consumption as per the prevailing market rates and the Purchaser shall make payment for the same, without delay or demur. The Purchaser is aware that making timely payment for usage of these and / or related utilities is of paramount importance since the functioning of the entire development would be affected on account of non-payment by even a small number of purchasers. The Purchaser agrees and confirms that any default in payment, subject to grace period of upto 30 (thirty) days, shall *inter alia* result in disconnection of the concerned services and the Purchaser agrees to not raise any objection to the same on humanitarian or similar grounds.

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

5. Facility Management Company and Applicability of Certain Clauses

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

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

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

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महाराष्ट्र शासन
नगर स्वच्छता आणि सुव्यवस्था विभाग
ठाणे शहर

निकाशाधिकारी कार्यालय इमारत, ३ वी मजला, कोर्टनाका, ठाणे - ४०० ६०१

☎️ १०८ ऑफिस वेळ: १०:३० ते १२:३० व २:३० ते ४:३० (सोमवार व बुधवार) / १०:३० ते १२:३० व २:३० ते ४:३० (बुधवार व सोमवार) / १०:३० ते १२:३० व २:३० ते ४:३० (शुक्रवार व गुरुवार) / १०:३० ते १२:३० व २:३० ते ४:३० (शनिवार व रविवार)

प्रति,
 ✓ मे. मॅजोटेक डेव्हलपर्स, लिमिटेड.
 मुंबई

विषय :- जापर दाखला / भोगवटा प्रमाणपत्र मिळवणेबाबत.

मंजूर एकामिक्ल नगर वसाहत प्रकल्प:
 मोने अंशवरी, खोणी, हेव्हटणे, कोळे सा.कल्याण आणि मोने डेव्होली,
 सा. अंबरनाथ तसेच मोने घाटकोटी, फाटई, कोळे व सांगली,
 सा. कल्याण, नि.डाणे, स.न. / गट नं. / मि.स.क्र.१९/२अ, १९/२ब, १९/२ व
 इतर, एकूण क्षेत्र ३७९०९.३८ चौ.मी.

सेक्टर C मधील
 Trinity Cluster ६.११ Wing-B&C
सेक्टर E मधील
 Estella Cluster ३.०५ Wing-D,E,F&G
सेक्टर F मधील
 Aurora Cluster ६.०८ Wing-A
 Marvella Cluster ६.०९ Wing-A,B,G&H
सेक्टर J मधील
 Jasmine (EWS-४) Wing-D,E&F

१. जमीन मालकाचे नाव : मे.मॅजोटेक डेव्हलपर्स, लिमिटेड.
 २. वास्तुविशारद/इंजिनियर यांचे नाव - श्री. प्रदीप कोळते

संदर्भ:- १) सारनाचे पत्र क्र. टिपोस-२२२४/९६४/अ.क्र. ९३/२६/२६-१२, दि. १८/१०/२०२१.
 २) मा.निकाशाधिकारी, ठाणे यांचेकडून पत्र क्र. एकामिक्ल नगर वसाहत प्रकल्प
 क्र. १ व २ /एकामिक्ल नगर वसाहत-५४/२०२१, दि. २०/१०/२०२१.

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दस्त क्र. ३५७ २०२२

३) सारनाचे पत्र क्र. टिपोस-२२२४/९६४/अ.क्र. ९३/२६/२६-१२, दि. १८/१०/२०२१.
 ४) मा. निकाशाधिकारी, ठाणे यांचेकडून पत्र क्र. एकामिक्ल नगर वसाहत प्रकल्प
 क्र. १ व २ /एकामिक्ल नगर वसाहत-५४/२०२१, दि. २०/१०/२०२१.
 ५) या कार्यालयीन सुधारित बांधकाम परवानगी पत्र (सेक्टर 1) क्र. एकामिक्ल नगर
 वसाहत/मी. अंतर्गत, खोणी वटार/ससंदाणी/३१३ दि.१६/०२/२०१९.
 ६) या कार्यालयीन सुधारित बांधकाम परवानगी पत्र (सेक्टर D,E,F,G&I) क्र.
 एकामिक्ल नगर वसाहत/मी. अंतर्गत, खोणी वटार/ससंदाणी/४९३
 दि.१४/०३/२०१८.
 ७) या कार्यालयीन सुधारित बांधकाम परवानगी पत्र (सेक्टर 1) क्र. एकामिक्ल नगर
 वसाहत/मी. अंतर्गत, खोणी वटार/ससंदाणी/३१३ दि.१६/०२/२०१९.
 ८) या कार्यालयीन सुधारित बांधकाम परवानगी पत्र (सेक्टर D,E,F,G&I) क्र.
 एकामिक्ल नगर वसाहत/मी. अंतर्गत, खोणी वटार/ससंदाणी/४९३
 दि.३०/०८/२०१९.
 ९) अर्जदार मे.मॅजोटेक डेव्हलपर्स, लिमिटेड यांचे या कार्यालय पास पत्र
 दि. २५/१०/२०२१ व २४/११/२०२१.

संश्लिष्ट पत्र क्र. ८ अन्वये अर्जदार मे. मॅजोटेक डेव्हलपर्स, लिमिटेड यांनी विधायिका
 प्रकरणी मोने अंशवरी, खोणी, हेव्हटणे, कोळे सा.कल्याण आणि मोने डेव्होली, सा.
 अंबरनाथ तसेच मोने घाटकोटी, फाटई, कोळे व सांगली, सा. कल्याण, नि.डाणे, स.न. / गट नं. / मि.स.क्र.१९/२अ, १९/२ब, १९/२ व
 इतर, एकूण क्षेत्र ३७९०९.३८ चौ.मी. मधील या कार्यालयीन संदर्भ क्र. ५ ते ७ अन्वये मंजूर
 केलेल्या सेक्टर C, E, F & I मधील वरील नमूद इमारती करता वापर राखला/ भोगवटा, प्रमाणपत्र
 मिळवणेबाबत संश्लिष्ट अर्ज क्र. ८ अन्वये या कार्यालयीन संदर्भ क्र. ५ ते ७ अन्वये मंजूर
 केलेल्या सेक्टर C, E, F & I मधील वरील नमूद इमारतीच्या बांधकाम नकाशास
 धरतूनची शिर्षी आहे. यदर मंजूर बांधकाम नकाशातील भोगवटा/ वापर दाखला द्यावावाच्य इमारतीचा
 तपशील खालील प्रमाणे आहे.

सेक्टर C						
अ.क्र.	इमारत / क्लस्टर नंबर	विंग	भोगवटा दाखला छावण्याचे मजले	इमारतीची एकूण उंची (मी.)	भोगवटा दाखला छावण्याचे एकूण बांधकाम क्षेत्र (चौ. मी.)	एकूण सदनिका
१	CL-३.१९ (TRINITY) (रिहवास)	B	तळ + २१	६२.७५	९०९९.२१	८३ रिहवास

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अ.क्र.	इमारत / क्लस्टर नंबर	विंग	भोगवटा दाखला छावण्याचे मजले	इमारतीची एकूण उंची (मी.)	भोगवटा दाखला छावण्याचे एकूण बांधकाम क्षेत्र (चौ. मी.)	एकूण सदनिका
	CL-३.१९ (TRINITY) (योगिन्य गाळे)	B	तळ	४.४५	३८५.१७	६ योगिन्य गाळे
	CL-३.१९ (TRINITY) (रिहवास)	C	तळ + २१	६२.७५	९१०३.८७	८३ रिहवास
	CL-३.१९ (TRINITY) (योगिन्य गाळे)	C	तळ	४.४५	५४४.५९	१० योगिन्य गाळे
	एकूण (रिहवास सेक्टर C)				१८२०३.०८	१६६
	एकूण (योगिन्य गाळे सेक्टर C)				९२९.७६	१६
	एकूण				१९१३२.८४	

सेक्टर E						
अ.क्र.	इमारत / क्लस्टर नंबर	विंग	भोगवटा दाखला छावण्याचे मजले	इमारतीची एकूण उंची (मी.)	भोगवटा दाखला छावण्याचे एकूण बांधकाम क्षेत्र (चौ. मी.)	एकूण सदनिका
	CL-३.०५ (ESTELLA) (रिहवास)	D	तळ + १०	५२.६५	४१६२.१२	७०
	CL-३.०५ (ESTELLA) (रिहवास)	E	तळ + १०	५२.६५	४८९३.००	१०४
	CL-३.०५ (ESTELLA) (रिहवास)	F	तळ + १०	५२.६५	४८५३.८२	१०४
	CL-३.०५ (ESTELLA) (रिहवास)	G	तळ + १०	५२.६५	४१५६.५३	७०
	एकूण				१८०६५.४७	३४८
	एकूण (रिहवास सेक्टर E)				१८०६५.४७	३४८

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सेक्टर F						
अ.क्र.	इमारत / क्लस्टर नंबर	विंग	भोगवटा दाखला छावण्याचे मजले	इमारतीची एकूण उंची (मी.)	भोगवटा दाखला छावण्याचे एकूण बांधकाम क्षेत्र (चौ. मी.)	एकूण सदनिका
	CL-६.०८ (AURORA) (रिहवास)	A	तळ + १०	५२.६५	५४८५.३२	७०
	CL-६.०९ (MARVELLA) (रिहवास)	A	तळ + १०	५२.६५	४८५३.८२	१०४
	CL-६.०९ (MARVELLA) (रिहवास)	B	तळ + १०	५२.६५	४१५६.५३	७०
	CL-६.०९ (MARVELLA) (रिहवास)	C	तळ + १०	५२.६५	४१६२.१२	७०
	CL-६.०९ (MARVELLA) (रिहवास)	H	तळ + १०	५२.६५	४८९३.००	१०४
	एकूण				२३५५०.७९	४१८
	एकूण (रिहवास सेक्टर F)				२३५५०.७९	४१८

सेक्टर J						
अ.क्र.	इमारत / क्लस्टर नंबर	विंग	भोगवटा दाखला छावण्याचे मजले	इमारतीची एकूण उंची (मी.)	भोगवटा दाखला छावण्याचे एकूण बांधकाम क्षेत्र (चौ. मी.)	एकूण सदनिका
१.	EWS-०४ (Jasmine) (रिहवास)	D	तळ + १२	३७.५०	५२१८.५९	१३३
२.	EWS-०४ (Jasmine) (रिहवास)		तळ + १२	३७.५०	६४४७.४३	१३९

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३	EWS-०४ (Jasmine) (रोहिवास)	F	तळ + १२	३७.५०	३३०७.३१	७५
	एकूण				१४९७३.३३	३२७


UDCPR २०२२ नियमावलीतील विनियम १४.१.१.११ मधील अनुसार Social Housing (EWS/LIG) बाबतच्या आवश्यक तरतुदीची विकासकाने पूर्णता घेऊनी असून विनियम क्र.१४.१.१.१ (VI) अनुसार विक्री करानुकारणा सार्वजनिकीय भागवटा / वापर दाखल्यासाठीच्या आवश्यक प्रमाणात शावकाचे Social Housing (EWS/LIG) चे बांधकाम क्षेत्र भोगवटा/वापर दाखल्यासाठी प्रत्यक्ष जागेवर बांधून वापरसाठी तयार ठेवले आहे. Social Housing (EWS/ LIG) चे भोगवटा/वापर दाखल्यासाठी आवश्यक बांधकाम क्षेत्र १.३२.४४९.१३ चौ. मी. असून विकासकाने भोगवटा/वापर दाखल्यासाठी १.६५.०३३.३५ चौ. मी. क्षेत्र प्रत्यक्ष दिले आहे.

उपरोक्त समूह बांधी लक्षात घेता या कार्यालयीकरित बांधकाम परवानगी पत्र, क्र एकात्मिक नगर इन्फ्रास्ट्रक्चर अॅक्ट, २०१२ च्या इतर संशोधने/८८ वि. १२.०२.२०२२ मधील अटी व शर्तीस अधीन राहून उपरोक्त इमारतीस भोगवटा/ वापर दाखला देण्यात येत आहे.

- विकासकाने भोगवटा प्रमाणपत्र देण्यापूर्वी कामावर उपकराची आवश्यक रक्कम रु. ६४,३६,५००/- समीक्षित विभागाकडे भरावी केली आहे. तसेच उपकराच्या रकमेनेचालत काही तरावत आल्यास ती भरणे विकासकाने बंधनकारक आहे.
- पॉकिंग सुविधा पुरविले जायत दिनांक ०६/०६/२०२२ रोजीच प्रगतीपत्र सादर केले आहे. त्यानुसार पॉकिंग सुविधा पुरविले जाणे विकासकाने बंधनकारक राहिले.

साक्षर: सरोजप्रमाणे

आपला,



(किडार भि. पाटोल)

सहायक संचालक, नगर रचना,

ठाणे

क.ल.न.-५	
दस्त क्र. १३६६	२०२२
५३	९९०



मीने घोणी व अंतर्ली, ता.कल्याण, जि.ठाणे येथील मे.सोडा कॉलेजसं प्रा.लि. यांच्या प्रस्तावित विशेष नगर वसाहत महाराष्ट्र प्रादेशिक व नगर रचना अधिनियम, १९६६ चे कलम ४४ (२) अन्वये अधिसूचित करणेबाबत--

महाराष्ट्र शासन
नगर विकास विभाग,
मंत्रालय, मुंबई ३२.
शासन निर्णय क्र.टिपीएस-१२१३/१९४/प्र.क्र.२८९/१३/नवि-१२
दिनांक - ३ मार्च, २०१४.

शासन निर्णय-सोबताची शासकीय अधिसूचना (मराठी व इंग्रजी) महाराष्ट्र शासनाच्या असाधारण राजपत्रात प्रसिध्द करावी.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व गांवांने,

(अविनाश चाटील)
सहसचिव, महाराष्ट्र शासन

प्रति,

- १) अण्णर मुख्य सचिव, महसूल विभाग, मंत्रालय, मुंबई-३२
 - २) प्रधान सचिव, वन विभाग, मंत्रालय, मुंबई-३२
 - ३) प्रधान सचिव, जलसंधार (पाटबंधारे) विभाग, मंत्रालय, मुंबई-३२
 - ४) सचिव, पर्यावरण विभाग, मंत्रालय, मुंबई-३२
 - ५) विभागीय आयुक्त, कोकण विभाग, कोकण मवन, नवी मुंबई
 - ६) संचालक नगर रचना महाराष्ट्र राज्य, पुणे.
 - ७) महानगर आयुक्त, मुंबई महानगर प्रदेश विकास प्राधिकरण, मंडा (पुणे), मुंबई-५१
 - ८) विभागीयकारी, ठाणे.
 - ९) सहसंचालक, कोकण विभाग, कोकण मवन, नवी मुंबई.
- (यांना विनंती करण्यात येते की, सोबताच्या अधिसूचनेतील विशेष नगर वसाहतीच्या इदरी दस्तऐवजा-या नाकाशांच्या प्रती सहाय्यक संचालक, नगर रचना, ठाणे शाखा, जि. ठाणे यांचेकडून प्राप्त झाल्याने, त्या अधिसूचनेमार्फे असल्याची खातरमा करून सदर नकाशे विहित मार्गे शासनकडे अधिसूचित करण्यासाठी सत्वर सादर करावेत.)
- १०) सहाय्यक संचालक नगररचना, ठाणे शाखा, जि.ठाणे.

kalam 37 letter

(यांना विनंती करण्यात येते की, सोबताच्या अधिसूचनेतील विशेष नगर वसाहतीच्या इदरी दस्तऐवजा-या नाकाशांच्या ७ प्रती अधिसूचित करण्यासाठी विहित मार्गे शासनकडे अधिसूचित करण्यासाठी सत्वर सादर करावेत)

मंत्रालय, मुंबई-३२.
(यांना विनंती करण्यात येते की, सोबताची शासकीय अधिसूचना महाराष्ट्र शासनाच्या राजपत्राच्या पाच-एक कोकण विभागीय पुरवणीमार्फे प्रसिध्द करून त्यांच्या प्रत्येकी १० प्रती या विभागास, संचालक नगररचना, महाराष्ट्र राज्य, पुणे, महानगर आयुक्त, मुंबई महानगर प्रदेश विकास प्राधिकरण, मुंबई, सहसंचालक कोकण विभाग, कोकण मवन व सहाय्यक-संचालक, नगर रचना, ठाणे शाखा, जि. ठाणे यांना पाठवाव्यात.)

- १) कक्ष अधिकारी, (नवि-२) नगर विकास विभाग, मंत्रालय, मुंबई-३२.
- (यांना विनंती करण्यात येते की, सोबताच्या अधिसूचनेमार्फे प्रसिध्द करावी.)
- १३) निवडनसती (महाराष्ट्र नवि-१२)

कल नं.-५

दस्त क्र. ३६६	२०२२
५४	३३०

kalam 37 letter

GOVERNMENT OF MAHARASHTRA
Urban Development Department
Mantralaya Mumbai 400032
Dated:- 3rd March, 2014
NOTIFICATION

Maharashtra Regional and Town Planning Act, 1966
No. TPS 1213/116/CR-289/13/UD-12

Whereas, the Government has appointed the Mumbai Metropolitan Region Development Authority (MMRDA) as a Special Planning Authority under the provisions of section 40 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra XXXVII of 1966) (hereinafter referred to as "the said Act") vide Notification No. TPB 1275/1199/UD-5 dated 15th March, 1976 (hereinafter referred to as "the said Special Planning Authority") for the Ambemath, Kulgaoon-Badlapur and Surrounding Notified Area (hereinafter referred to as "the said Notified Area");

And whereas, in exercise of the powers conferred under section 37(2) and Section 37(1AA)(e) of the said Act, the Government of Maharashtra vide Notification, Urban Development Department No. TPS-1213/2642/A.K.B.N.A./ C.R. 278/13/UD-12, dated 1st January 2014 has sanctioned the Regulation for the Development of Special Township Projects in the said Notified area;

And whereas, as per the said Development Plan, the lands in Villages Khoni and Antarli, Tal. Kalyan, Dist. Thane, as specified in the "Schedule-A" appended hereto, are included in Urbanisable Zone-2 (U-2);

And whereas, M/S Lodha Dwellers Pvt. Ltd. (hereinafter referred to as "the Applicant Company") have submitted a proposal to the Government for grant of Locational Clearance in respect of an area which includes lands admeasuring about 194-63 Ha. Are (including the lands specified in Schedule-A appended hereto) (hereinafter referred to as "the said Area") in Villages Khoni and Antarli Tal. Kalyan, Dist. Thane for the purpose of development as

"Special Township Project" (hereinafter referred to as "the said Project");

And whereas, the Government in the Forest Department and the Irrigation Department have given "No Objection Certificate" on certain conditions for according Locational Clearance for the said Project;

And whereas, after making necessary enquiries and consulting the Director of Town Planning, Maharashtra State, the Government is of the opinion that the proposal submitted by the Applicant Company as regards lands admeasuring approx. 111-47-55.94 Ha-Are at villages Khoni and Antarli, Tal. Kalyan, Dist. Thane is in accordance with the provisions of the Development Control Regulations including the Regulation for Special Township Project presently applicable to the said Area and hence the said Project can be declared to be a Special Township Project and grant of Locational Clearance under Section 44 (2) of the said Act;

Now, therefore, without prejudice to the provisions of the said Act, the Government in exercise of the powers conferred under sub-section (2) of Section 44 of the said Act, hereby declares the said Project to be a "Special Township Project" over an area admeasuring approx. 111-47-55.94 Ha-Are, more specifically described in "Schedule-A" appended hereto, and grants Locational Clearance to the same, subject to the following terms and conditions:

Terms and Conditions:-

- (i) The applicant company must have the ownership / development rights in respect of the lands under the Special Township Project. This Locational Clearance for the Special Township Project is given only in respect of the area owned and possessed by the Applicant Company as mentioned in the Schedule-A appended to this Notification. The Applicant Company, shall be responsible for the proof of ownership of the lands specified in Schedule-A. Ownership documents, original Revenue records and authorised measurement plan should be submitted to the concerned Special Planning Authority by the Applicant Company while applying for



Development permission. It shall be binding on the Applicant Company to submit to the Authorities concerned, a copy of Memorandum of Understanding duly notarised, entered into between the Applicant Company and the land owners as well as the others concerned, before obtaining the Letter of Intent. If any document regarding the ownership or Development Rights of lands included in this Special Township Project is found to be false or any judicial proceedings arise regarding the same, then it shall be the sole responsibility of the Applicant Company and in such circumstances, the Locational Clearance granted will be treated as cancelled. The remarks / no objection certificate / letter of approval in respect of ownership rights of the lands vis-a-vis their locations shall be obtained from the Divisional Commissioner, Konkarn Division, Konkarn Bhavan, Navi Mumbai by the Applicant Company.

(ii) As per the Environmental Impact Assessment Notification dated 14th September, 2006 and as per the Notification dated 6th January, 2011 issued by the Environment & Forest Ministry, Government of India, as amended from time to time, for the lands affected by CRZ, No Objection Certificate from the Environment Department of the State Government and the Ministry of Environment & Forest, Government of India and the Forest Department of the State Government shall have to be obtained by the Applicant Company before obtaining the Letter of Intent from the Special Planning Authority.

(iii) The conditions mentioned in the No Objection Certificate / Letter dated 19/6/2013 of the Environment Department of the State Government, addressed to the Applicant Company, shall be binding on the Applicant Company.

(iv) It shall be the responsibility of the Applicant Company to ensure that no part of Forest Land is included in the said Project and an Undertaking to this effect shall be submitted to the Special Planning Authority.

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(v) The Distance from the river, nallas, canals, lakes and other water resources shall be kept as per the Development Control Regulations. The conditions mentioned in Irrigation Department's No Objection Certificate/Letter, dated 3/7/2013 shall be binding on the Applicant Company.

(vi) The area under the Special Township Project is approximately 111-47-55.94 Ha.-Are. Before obtaining the letter of Intent from the Special Planning Authority, the Applicant Company should obtain No Objection Certificate from the Divisional Commissioner, Konkarn Division, Konkarn Bhavan, Navi Mumbai, confirming that there is no Government Land or Tribal Land included in this Special Township Project. If any Tribal land is included in the said Project, then it shall be the responsibility of the Applicant Company to first get such lands transferred with the prior approval of the Government as per Section 36 & 36A and other provisions of the Maharashtra Land Revenue Code, 1966, before obtaining the Letter of Intent from the Special Planning Authority.

(vii) Some lands in the said Special Township Project attract provisions of section 32 and 43 of the Maharashtra Tenancy & Agricultural Lands Act, and some lands have restricted tenure. Regarding such lands, the Applicant Company shall follow the appropriate procedure as per law and shall obtain the No Objection Certificate from the Divisional Commissioner, Konkarn Division, Konkarn Bhavan, Navi Mumbai, before obtaining the Letter of Intent from the Special Planning Authority. The Special Planning Authority should grant the Letter of Intent only after completion of the legal procedure in respect of such lands.

(viii) In some of the Y. F. No. 7/12 Extracts, there are some entries in the "Other Rights" column. The Applicant Company shall do the needful regarding resolving the issue of such entries in the Other Rights column. In case of any dispute in this regard, the responsibility shall lie with the Applicant Company.

(ix) The said Project shall be implemented by the Applicant Company, subject to the provisions of the Development Control Regulations including the Regulation for Special Township Projects applicable to the site of the said Project as approved vide Government Notification Urban Development Department No. TPS-1213/2642/A.K.B.N.A./C.R. 278/13/UD-12, dated 1st January 2014. The sanctioned Regulation for the Special Township Project and the subsequent amendments / Directions / Orders with regards to same shall be binding on the Applicant Company.

(x) It shall be binding on the Applicant Company to provide the road of minimum 18.00 width for the said Special Township Project before the final approval.

(xi) The percentage of Commercial use and Educational use shall be decided by the Special Planning Authority before granting building permission to the said Project.

(xii) It shall be the responsibility of the Applicant Company to provide the infrastructural facilities such as electricity, water supply, sewerage, road network, etc. at their cost. Similarly the Applicant Company shall be responsible for disposal of solid waste and waste water as per the criteria decided by the Maharashtra Pollution Control Board. The necessary No Objection Certificate in this regard shall be obtained by the Applicant Company from the Maharashtra Pollution Control Board, before starting the implementation of said Project.

(xiii) It shall be binding on the Applicant Company to provide the System of Rain Water Harvesting in each building of the Special Township Project.

(xiv) It shall be binding on the Applicant Company to provide the system of Waste-Water Recycling in each building of the Special Township Project.

the Special Township Project, for reuse of the used water.

(xv) The necessary permissions from the concerned Authorities for water supply and electricity shall have to be obtained by the Applicant Company before obtaining the Letter of Intent for the said Project.

(xvi) No development shall be permissible on the lands having slope equal to or greater than 22.5° in the said Project.

(xvii) It shall be binding on the Applicant Company to conserve all the area of hill-tops/hill-slopes and to keep the same free from any development.

(xviii) The public roads and other rights (Vahivat) in the Special Township Project shall be kept intact.

(xix) In the said Project, existing roads/ Development Plan roads/ proposed roads shall be kept open for the general public.

(xx) The reservations for public purpose and amenities for the population to be accommodated within the said Project shall be planned along with the Development Plan proposals and the same shall be developed by the Applicant Company at their cost.

(xxi) The Applicant Company shall provide 12 mt. wide access to private and government lands which are surrounded by the said Project.

(xxii) It shall be binding on the Applicant Company to provide and operate Solar Energy Systems.



(xxiii) If any judicial proceedings arise regarding the said Project, then it shall be the sole responsibility of the Applicant Company to deal with those proceedings at their risk and cost.

02. The details of lands under the Notified Special Township Project are given in 'Schedule-A' appended hereto and the plan showing the boundaries of the said Project is given in 'Schedule-B' appended hereto.
03. The details of land and the plan i.e. 'Schedule-A' and 'Schedule-B' shall be available for the inspection of the general public, during office hours on all working days at the following offices:
- The Metropolitan Commissioner, Mumbai Metropolitan Region Development Authority, Bandra-Kurla Complex, Bandra (E), Mumbai.
 - The Collector, Thane.
 - The Joint Director of Town Planning, Konkan Division, Konkan Bhavan, Third Floor, Navi Mumbai.
 - The Assistant Director of Town Planning, Thane Branch, Thane.
04. This Notification shall come into force on the date of its publication in the Maharashtra Government Gazette.
05. This Notification shall also be available on the Government Website- www.maharashtra.gov.in

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

(Sanjay V. Pawar)
Section Officer to Government

"SCHEDULE-A"

(Annexure to Govt. Notification No.-1213/116/C.R.-289/13/UD-12)

Description of Lands Notified for Special Township Project at Village-Antarli, Tal. Kalyan, Dist. Thane.			
Sr.No.	Survey No.	Hissa No.	Area
1	68	2BH	31400
2	73	---	2150
3	23	1A	2300
4	24	2A	2900
5	24	2B	6880
6	24	8C(Part)	1683.33
7	28	1	8900
8	28	2A	2600
9	28	2B	1000
10	29	2A	2600
11	29	3	3440
12	29	4	2430
13	68	2BH	31400
14	47	1	3500
15	47	2	16200
16	47	3	7060
17	48	2	6500
18	49	-	9130
19	50	-	8120
20	51	-	36850
21	55	-	12270
22	56	3B	450
23	57	1(Part)	9500
24	57	7(Part)	8000
25	57	8A(Part)	2600
26	61	4C	4280
27	61	4D	4330
28	65	5B	3840
29	67	3	1780
30	29	5	7890
31	29	6	3240
32	32	1	740
33	32	2	5000
34	33	1	2030
35	35	1A	2330
36	35	1B	5470
37	35	2	200
38	36	1	2900
39	36	2	10700
40	36	3	6500

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41	37	-	450
42	38	1	1700
43	38	2	1100
44	38	3 (Part)	21272.34
45	39	-	1970
46	40	-	4730
47	41	-	560
48	42	1	5060
49	42	2(Part)	8000
50	42	2(part)	4400
51	43	1A	1880
52	43	1B	1900
53	44	-	680
54	46	1(Part)	8170.27
55	46	2	1690

Description of Lands Notified for Special Township Project at Village-Khoni, Tal. Kalyan, Dist.- Thane.

56	32	1	4420
57	32	2A	3640
58	32	2B	7300
59	32	2D	3640
60	32	3	300
61	32	4	1800
62	32	5	230
63	32	6	330
64	32	7	1870
65	32	8A (Part)	2250
66	32	8/B	2480
67	32	9	1720
68	32	10 (Part)	1460
69	33	A	780
70	33	B	760
71	34	---	990
72	35	1	1570
73	35	2	550
74	35	3	230
75	35	4A	4050
76	35	4B	2940
77	35	5	1190
78	35	6	1360
79	35	7	2630
80	35	8	1110
81	35	9	2830
82	35	10	760
83	35	11	450
84	36	1	1160

85	36	2	4910
86	36	3	450
87	36	4	880
88	36	5	3820
89	37	1A	2400
90	37	1B	1600
91	37	2A	1720
92	37	2B	1720
93	37	3	1720
94	37	4	1720
95	37	5A	4800
96	37	5B	6100
97	37	6	1650
98	37	7	1650
99	37	8	780
100	37	10	2990
101	37	11	5100
102	38	1	3000
103	38	2/A/1	12000
104	38	2/A/2(Part)	1050
105	38	3A	1050
106	39	4(Part)	6150
107	40	1	5420
108	42	1	710
109	42	2	200
110	42	3	200
111	42	4	1390
112	42	5	700
113	42	6	2730
114	42	7	230
115	42	8	1970
116	43	1	2860
117	43	2	580
118	44	1	100
119	44	2	780
120	44	3/A-1	2280
121	44	3/A-2	1520
122	44	3B	250
123	44	4	200
124	44	5	1060
125	45	2	1310
126	46	2	1240
127	47	---	300
128	53	2B	23720
129	53	3	1430
130	53	4	80



131	53	5	2860
132	54	4C	6000
133	54	6 (Part)	2940
134	61	---	33990
135	62	A (Part)	17800
136	62	C	5060
137	62	D	6470
138	63	1A	7670
139	63	1B	1600
140	63	1C	20000
141	63	2	11100
142	64	1A	37950
143	64	1B	6400
144	64	1C	6400
145	64	2	500
146	64	3	1200
147	66	---	430
148	68	---	660
149	69	1	3820
150	69	2	3740
151	70	---	730
152	71	A	1560
153	71	B	1700
154	73	1	380
155	73	2	400
156	91	2	1960
157	91	2C	8100
158	91	3	800
159	92	---	7180
160	93	1	130
161	93	2	200
162	93	3	50
163	93	4	350
164	93	5	600
165	93	7	130
166	93	7	950
167	93	1	930
168	94	1	150
169	94	2	1400
170	94	3	1370
171	94	4	560
172	94	5	1450
173	94	6	230
174	94	7	100
175	95	1	200
176	95	2	20

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177	95	3	1980
178	96	1	3950
179	96	2A	4110
180	96	2B	3200
181	96	3	480
182	97	---	1740
183	99	---	6220
184	100	1	4650
185	100	2	4480
186	104	3	2800
187	104	5	230
188	104	6	100
189	104	7	1260
190	104	8	1880
191	104	9	2170
192	141	1	9400
193	141	2	1700
194	141	3	2500
195	141	4A	1400
196	141	4B	550
197	142	---	5600
198	144	1	7300
199	144	2	9700
200	144	3	4100
201	144	4 (Part)	1940
202	144	5 (Part)	6000
203	144	6A	3600
204	144	6B	4420
205	144	7 (Part)	11100
206	144	8	16600
207	144	9A	16550
208	144	9B	4600 (approx.)
209	148	7A (Part)	3200
210	148	13	3900
211	148	14	10100
212	148	15A	8200
213	148	15B	25500
214	149	1	1500
215	149	2	1300
216	149	3	4100
217	149	4	4500
218	150	1	13100
219	150	2A	9100
220	150	2B	3700
221	150	3	11750
222	150	4A	

223	150	4B	11550
224	150	5	1800
225	150	6	28400
226	150	7	10200
227	150	8	4900
228	150	9	2200
229	150	10A	7050
230	150	10B	7050
231	154	---	7280
232	171	1	1870
233	171	2	10670
234	172	1	4500
235	172	2	680
236	172	3	180
237	173	---	8600
238	174	---	4700
Total Area			111-47-55.94Ha. - Are. (Approx.)

(Sanjay V. Pawar)
Section Officer to Government



महाराष्ट्र शासन
नगर विकास विभाग
मंत्रालय, मुंबई-४०००३२.
दिनांक :- ३ मार्च, २०१४

अधिसूचना

क्रमांक :- टिपीएस- १२१३/११६/प्र.क्र.२८९/१३/नवि-१२

महाराष्ट्र
प्रादेशिक
नियोजन
व नगर रचना
अधिनियम,
१९६६

ज्याअर्थी, शासनाने महाराष्ट्र प्रादेशिक व नगर रचना अधिनियम, १९६६ (यापुढे ज्याचा उल्लेख "उक्त अधिनियम" असा करण्यात आला आहे.) च्या कलम ४० मधील तरतुदीनुसार शासन अधिसूचना क्रमांक टिपीसी- १२७५/१९९४/नवि-५, दिनांक १५ मार्च, १९७६ अन्वये अंबरनाथ, कुळगाव-वडलापूर व परिसर अधिसूचित क्षेत्राकरीता (यापुढे ज्याचा उल्लेख "उक्त अधिसूचित क्षेत्र" असा करण्यात आला आहे.) मुंबई महानगर प्रदेश विकास प्राधिकरणाची (मुमप्रविभा) (यापुढे ज्याचा उल्लेख "उक्त प्राधिकरण" असा करण्यात आला आहे.) विशेष नियोजन प्राधिकरण म्हणून नियुक्ती केली आहे;

आणि ज्याअर्थी, उक्त अधिनियमाचे कलम ३७(२) व कलम ३७(१अेजे)(सी) मधील तरतुदीनुसार शासनास प्राप्त असलेल्या अधिकाऱ्यांचे शासनाने नगर विकास विभागाकडील अधिसूचना क्रमांक टिपीएस- १२१३/२६४२/अे.के.बी.एन.ए./ प्र.क्र.२७९/ १३/नवि-१२, दिनांक १ जानेवारी, २०१४ अन्वये उक्त अधिसूचित क्षेत्राकरीता विशेष नगर वसाहत प्रकल्पासाठीची नियमावली (यापुढे ज्याचा उल्लेख "उक्त नियमावली" असा करण्यात आला आहे.) मंजूर केली आहे;

आणि ज्याअर्थी, उक्त विकास योजनेच्या प्रस्तावानुसार मोने-छोणी व मोने-अंतर्ली, ता.कल्याण, जि.ठाणे येथील अधिसूचनेसोबतच्या "अनुसूचि-अ" मध्ये नमूद केलेल्या जमिनी या "नागरीकरणक्षम क्षेत्र-२ (सु-२)" विभागात समाविष्ट आहेत;

आणि ज्याअर्थी, ये.सोळा डवलेस प्रा.लि. (यापुढे ज्याचा उल्लेख "उक्त अर्जदार कंपनी" असा करणेत आला आहे) यांनी विशेष नगर वसाहत प्रकल्प विकसित करण्याकरीता (यापुढे ज्याचा उल्लेख "उक्त प्रकल्प" असा करण्यात आला आहे) लोकेशनल प्लानअन्वये मिळण्याकरीताचा प्रस्ताव शासनास सादर केला असून ज्यामध्ये मोने छोणी व मोने अंतर्ली, ता.कल्याण, जि.ठाणे येथील ११४-६३ हे.आर. (सोबत जोडलेल्या "अनुसूचि-अ" मध्ये नमूद केलेल्या जमिनीसह) क्षेत्राचा (यापुढे ज्याचा उल्लेख "उक्त क्षेत्र" असा करण्यात आला आहे) समावेश आहे;

आणि ज्याअर्ची, शासनाचे वन विभाग व जलसंपदा विभाग यांनी उक्त प्रकल्पाच्या लोकेशनल क्लिअरन्ससाठी काही अटीवर "ना-हरकत" प्रमाणपत्र दिले आहे :

आणि ज्याअर्ची, संचालक, नगर रचना, महाराष्ट्र राज्य, पुणे यांचेशी सल्लामसलत केल्यानंतर आणि आवश्यक ती चौकशी केल्यानंतर, उक्त अर्जदार कंपनीने सादर केलेला मोठे धोपी व अतली, ता. कल्याण, जि. ठाणे येथील अंदाजे १११-४७-५५.९४ हे.आर. क्षेत्राचा प्रस्ताव विशेष नगर वसाहतीच्या नियमावलीसह उक्त क्षेत्रासाठी लागू असलेल्या विकास नियंत्रण नियमावलीतील तरतुदीनुसार आहे आणि त्यामुळे उक्त अधिनियमाचे कलम ४४(२) अन्वये, उक्त प्रकल्प "विशेष नगर वसाहत" प्रकल्प असल्याचे घोषित करणे व त्याकरीता लोकेशनल क्लिअरन्स प्रदान करणे आवश्यक आहे, असे शासनाचे मत झाले आहे;

त्याअर्ची, आता शासन उक्त अधिनियमाचे कलम ४४(२) मधील तरतुदीनुसार व अन्य तरतुदीनुसार प्राप्त असलेल्या अधिकाारान्वये, शासन याद्वारे सोबत जोडलेल्या "अनुसूची-अ" मध्ये नमूद केलेल्या अंदाजे १११-४७-५५.९४ हे.आर. क्षेत्रावरील उक्त प्रकल्प "विशेष नगर वसाहत प्रकल्प" असल्याचे घोषित करील आहे, आणि त्यासाठी खालील अटी व शर्तीस अधिन राहून लोकेशनल क्लिअरन्स प्रदान करण्यात येत आहे :-

अटी व शर्ती :-

१) विशेष नगर वसाहत प्रकल्पामधील सर्व क्षेत्राचे मालकी हक्क/ विकसन हक्क अर्जदार कंपनीकडे असणे आवश्यक राहिल. याबाबत जोडलेल्या "अनुसूची-अ" मध्ये नमूद अर्जदार कंपनीच्या ताब्यातील आणि मालकी हक्काचे क्षेत्राचा सदर लोकेशनल क्लिअरन्स देण्यात येत आहे. जमिनीच्या मालकसंबंधीच्या सत्यतेची सर्व जबाबदारी अर्जदार कंपनीवर राहिल व जागेतील विकासाच्या परवानगीवेळी अर्जदारांना मालकी हक्काची कागदपत्रे, मूळ महसुली अभिलेख व अधिकृत मोजगोची कागदपत्रे संबंधित विशेष नियोजन प्राधिकरणाकडे उपलब्ध करून देणे बंधनकारक राहिल. संबंधित जमिन मालक, अर्जदार कंपनी यांच्यासह इतर सर्व संबंधिताचे नोटदरिज्ड सामंजस्य कराराची प्रत (MOU) लेटर ऑफ इंटेंट पूर्वी संबंधित प्राधिकरणाकडे सादर करणे अर्जदार कंपनीवर बंधनकारक राहिल. विशेष नगर वसाहत प्रकल्पामध्ये समाविष्ट क्षेत्रातील मालकी हक्का संदर्भात कोणतीही दस्तऐवज छोटे असल्याचे भविष्यात उपडकीस आले तर, तसेच अधिसूचित जमिनीपैकी कोणत्याही जमिनीच्या विकासाचा हक्क अर्जदाराकडे नसल्याचे निष्पन्न झाल्यास आणि याबाबत काही न्यायालयीन वाद उत्पन्न झाल्यास त्याची सर्वस्वी जबाबदारी अर्जदार कंपनीची राहिल. तसेच दिलेली परवानगी १४ समजण्यात येईल. मालकी हक्क व त्यानुसारचे लोकेशनल नकाशावरील स्थान याबाबत विभागीय आयुक्त, कोकण विभाग, कोकण

- भवन, नवी मुंबई यांचे अधिप्राय / ना-हरकत प्रमाणपत्र प्राप्त करून घेणे अर्जदार कंपनीवर बंधनकारक राहिल.
- २) केंद्र शासनाच्या पर्यावरण व वन मंत्रालयाच्या दिनांक १४/१०/२०१६ रोजीच्या पर्यावरण आघात मूल्यांकन (Environmental Impact Assessment) अधिसूचनेनुसार आणि केंद्र शासनाच्या पर्यावरण व वन मंत्रालयाच्या सिआरझेड बांधित जमिनीच्या विकाससाठी दिनांक १४/१०/२०१६ रोजी निर्गमित केलेल्या अधिसूचनेमधील तरतुदीनुसार व त्यामध्ये वेळोवेळी केलेल्या/ होणा-या बदलांच्या अंतर्गत महाराष्ट्र शासनाच्या पर्यावरण विभागाचे केंद्र शासनाच्या पर्यावरण व वन मंत्रालयाच्या मंत्ररी उक्त प्रकल्पाकरीता विशेष नियोजन प्राधिकरणाकडून Letter of Intent घेणेपूर्वी प्राप्त करून घेणे अर्जदार कंपनीवर बंधनकारक राहिल.
- ३) राज्य शासनाच्या पर्यावरण विभागाने अर्जदार कंपनीस उद्देशून लिहिलेल्या दि. १४/१०/२०१३ च्या पत्रामधील / ना हरकत प्रमाणपत्रामधील अटीचे पालन करण्याची जबाबदारी अर्जदार कंपनीची राहिल.
- ४) उक्त प्रकल्पामध्ये वन जमिनीचा कोणताही भाग अंतर्भूत होणार नाही याची खबरदारी अर्जदार कंपनीने घेणे बंधनकारक राहिल. याकरीताचे हमीपत्र विशेष नियोजन प्राधिकरणाकडे सादर करणे आवश्यक राहिल.
- ५) प्रस्तावित विशेष नगर वसाहतीमध्ये अंतर्भूत नदी, कॅनॉल, तलाव इत्यादी जल स्रोतापासून विकास नियंत्रण नियमावलीनुसार आवश्यक ते अंतर ठेवणे अर्जदार कंपनीवर बंधनकारक राहिल. तसेच जलसंपदा विभागाने दिनांक ३/७/२०१३ रोजी दिलेल्या ना-हरकत प्रमाणपत्रामधील अटीचे पालन करण्याची जबाबदारी अर्जदार कंपनीची राहिल.
- ६) विशेष नगर वसाहत प्रकल्पामध्ये एकूण क्षेत्र अंदाजे १११-४७-५५.९४ हे.आर. आहे. या विशेष नगर वसाहत प्रकल्पामध्ये शासकीय जमिनी व आदिवासी यांच्या जमिनी नसल्याचे तसेच यामध्ये आदिवासी खातेदार नसल्याबाबतचे प्रमाणपत्र, या विशेष नगर वसाहत प्रकल्पाकरीता, विशेष नियोजन प्राधिकरणाकडून लेटर ऑफ इंटेंट घेण्यापूर्वी, विभागीय आयुक्त, कोकण विभाग, कोकण भवन, नवी मुंबई यांचेकडून प्राप्त करणे आवश्यक राहिल. उक्त प्रकल्पामध्ये जर आदिवासी खातेदारांचे जमिनीचा समावेश होत असेल, तर अशा जमिनी महाराष्ट्र जमिन महसूल अधिनियम, १९६६ चे कलम ३६ व ३६अ नुसार व महसूल कार्यपालीन इतर तरतुदीनुसार, विशेष नियोजन प्राधिकरणाकडून लेटर ऑफ इंटेंट घेण्यापूर्वी शासनाच्या पुर्व मान्यतेने प्रथमतः हस्तांतरित करून घेण्याची जबाबदारी अर्जदार कंपनीवर राहिल.

क.ल.न.-५
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- ७) काही जमिनी महाराष्ट्र कुळ व शेत जमिन अधिनियमाच्या कलम ३२ व ४३ ने आकृष्ट होत आहेत. तसेच काही जमिनी नियंत्रित सत्ता प्रकाराने आकृष्ट होत आहेत. अशा जमिनीसंदर्भात कायद्यामधील तरतुदीनुसार उचित ती कार्यवाही करणे अर्जदार कंपनीवर बंधनकारक राहिल आणि लेटर ऑफ इंटेंट पूर्वी याबाबत विभागीय आयुक्त, कोकण विभाग, कोकण भवन, नवी मुंबई यांचे ना-हरकत प्रमाणपत्र प्राप्त करून घेणे अर्जदार कंपनीवर बंधनकारक राहिल. अशा प्रकारच्या जमिनीसंदर्भात कायदेशीर प्रक्रिया पार पाडल्यानंतर विशेष नियोजन प्राधिकरणाचे लेटर ऑफ इंटेंट घेण्याची कार्यवाही करावी.
- ८) काही जमिनीचे ७/१२-उत्त-यामध्ये इतर अधिकार स्तंभामध्ये बांण नोंद आहे अशा नोंदी मिटविण्यासाठी आवश्यक ती कार्यवाही अर्जदार कंपनीने करावी. याबाबत काही वाद उत्पन्न झाल्यास त्याची सर्वस्वी जबाबदारी अर्जदार कंपनीची राहिल.
- ९) उक्त प्रकल्पाची अंमलबजावणी अर्जदार कंपनीने विशेष नगर वसाहतीकरीता शासन नगर विकास विभागाची अधिसूचना क्रमांक टिपीएस-१२१३/१६४२/ अं.के.बी.एन.ए./प्र.क्र.२७८/१३/नवि.१२, दिनांक ११/१०/२०१४ अन्वये मंजूर केलेल्या नियमावलीसह, प्रचलित विकास नियंत्रण नियमावलीसह करणे आवश्यक राहिल. विशेष नगर वसाहत प्रकल्पासाठीचे मंजूर नियम व तसेच त्यामध्ये शासनाकडून वेळोवेळी करण्यात येणा-या सुधारणा / निदेश / आदेश इत्यादी अर्जदार कंपनीवर बंधनकारक राहिल.
- १०) सदर विशेष नगर वसाहत प्रकल्पास अंतिम मंजूरी प्राप्त करून घेण्यापूर्वी किमान १८.०० मी.हॅरीचा पोहोच रस्ता उपलब्ध करून देणे अर्जदार कंपनीवर बंधनकारक राहिल.
- ११) उक्त प्रकल्पामध्ये बांधकाम परवानगी प्रदान करण्यापूर्वी बाणिज्य व सौहार्दिक वापर याची टक्केवारी विशेष नियोजन प्राधिकरण निश्चित करेल.
- १२) उक्त प्रकल्पाचे जागेत विद्युत, पाणी पुरवठा, सांडपाणी, रस्त्याचे जाळे या व अशा सर्व सोयी सुविधा स्वखर्चाने पुरविण्याची जबाबदारी अर्जदार कंपनीची राहिल. तसेच प्रकल्पामुळे निर्माण होणा-या दैनंदिन धनकच-याची विल्हेवाट ही, महाराष्ट्र प्रदूषण नियंत्रण मंडळाच्या विकासाप्रमाणे करण्याची जबाबदारी देखिल अर्जदार कंपनीची राहिल. त्यासाठी महाराष्ट्र प्रदूषण नियंत्रण मंडळाचे "ना-हरकत प्रमाणपत्र" प्रथम प्राप्त करून घेणे अर्जदार कंपनीवर बंधनकारक राहिल.
- १३) विशेष नगर वसाहत प्रकल्पामधील प्रत्येक इमारतीकरीता Rain Water Harvesting यंत्रणा पुरविणे अर्जदार कंपनीवर बंधनकारक राहिल.

- १४) विशेष नगर वसाहत प्रकल्पामधील प्रत्येक इमारतीमधील घापरण्यात येणा-या सांडपाण्यासंदर्भात Waste Water Recycling ची प्रक्रिया करून त्याचा पुनर्वापर होईल, याबाबतची सुविधा वंशजा पुरवठ्याची जबाबदारी अर्जदार कंपनीवर बंधनकारक राहिल.
- १५) उक्त प्रकल्पासाठी आवश्यक पाणीपुरवठा व विद्युत पुरवठा यंत्रणेच्या संबंधित विभागाच्या परवानग्या व लेटर ऑफ इंटेंट पूर्वी प्राप्त करून घेणे अर्जदार कंपनीवर बंधनकारक राहिल.
- १६) उक्त प्रकल्पामध्ये २२.५ अंश कॅलॉरीसह जास्त उष्णताक्षम जमिनीवर कोणताही विकास अनुज्ञेय होणार नाही.
- १७) उक्त प्रकल्पातील डॉगरमाया व डॉगर उताराचे सर्व वाद संश्लेषित आणि बांधकाम मुक्त ठेवणे अर्जदार कंपनीवर बंधनकारक राहिल.
- १८) प्रकल्प क्षेत्रामधून जाणारे सार्वजनिक रस्ते व इतर हक्क नकाशाकडे सबाधित ठेवण्यात यावेत.
- १९) उक्त प्रकल्पाच्या हद्दीतील विद्यमान रस्ते / विकसन यंत्रणेच्या रस्ते / प्रस्तावित रस्ते सर्वसामान्य जनतेसाठी कायमस्वरूपी ठेवणे अर्जदार कंपनीवर बंधनकारक राहिल.
- २०) उक्त प्रकल्पामध्ये समाविष्ट होणा-या लोकसंख्येसाठी विकास योजना प्रस्तावासह नियमानुसार आवश्यक असणारी सार्वजनिक प्रयोजनासाठीची आरक्षण आणि मुलभूत सुविधा यासाठी प्रकल्पामध्ये स्वतंत्रपणे नियोजन करून ती अर्जदार कंपनीने स्वखर्चाने विकसित करणे बंधनकारक राहिल.
- २१) उक्त प्रकल्पाच्या हद्दीमधील या प्रकल्पाच्या क्षेत्राने वेढलेल्या छानगी आणि शासकीय जमिनीसाठी १२ मीटर हॅरीचा पोहोचार्थम अर्जदार कंपनीने उपलब्ध करून घेणे आवश्यक राहिल.
- २२) सौर ऊर्जा यंत्रणा उभारणे व त्याचे कार्यन्वयन करणे अर्जदार कंपनीवर बंधनकारक राहिल.
- २३) उक्त जागेवरील उक्त प्रकल्पासंदर्भात जर काही न्यायालयीन वाद/ पेपरप्रसंग उद्भवल्यास त्याची जोडीम आणि त्यांची हाताळणी स्वखर्चाने करणेची सर्वस्वी जबाबदारी अर्जदार कंपनीची राहिल.
- ०९) उक्त प्रकल्पाचे अधिसूचित क्षेत्राचा तपशिल सोबतच्या "अनुसूची-अ" मध्ये दर्शविण्यात आला असून, उक्त प्रकल्पाची हरद दर्शविणारा नकाशा "अनुसूची- ब" अधिसूचनेसोबत जोडला आहे.



०३ जमिनीचा तपशिल आणि नकाशा म्हणजेच "अनुसूची-अ" आणि "अनुसूची-ब" तसेच अधिसूचना नागरिकांच्या अवलोकनार्थ कार्यालयीन वेळेमध्ये कामकाजाच्या दिवशी खाली नमूद कार्यालयामध्ये एक महिन्याच्या कालावधीकरिता उपलब्ध राहिल.

- अ) महानगर आयुक्त, मुंबई महानगर प्रदेश विकास प्राधिकरण, बांद्रा-कुर्ली संकुल, बांद्रा (पुर्व), मुंबई-५१.
 ब) जिल्हाधिकारी, ठाणे.
 क) सहसंचालक, नगर रचना, कोकण विभाग, कोकण भवन, नवी मुंबई.
 ड) सहाय्यक संचालक, नगर रचना, ठाणे शाखा, जि.ठाणे.

०४ सदर अधिसूचना महाराष्ट्र शासन राजपत्रात प्रसिध्द झाल्याच्या दिनांकापासून अंमलात येईल.

०५ सदर अधिसूचना ही महाराष्ट्र शासनाच्या www.maharashtra.gov.in या वेबसाईटवर देखिल प्रसिध्द करण्यात आली आहे.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने,

(सजय वि.पवार)
कार्यासन अधिकारी

क.ल.न.-५	
दस्त क्र. १३६७	२०२२
५९	९९०

"अनुसूची-अ"
(शासन अधिसूचना क्र.टिपीएस-१२१३/११६/प्र.क्र.२८१/१३/मवि-१२
सोबतचे जोडपत्र)

क्रमांक	सं.न.	हिस्सा नं	क्षेत्र
१	६८	२भ	३१४००
२	७३	-	२१५०
३	२३	१/१	२३००
४	२४	३	२५००
५	२४	८ब	६८८०
६	२४	८क(पै.)	१६८३.३३
७	२८	१	८५००
८	२८	२अ	२६००
९	२८	३	१०००
१०	२९	२अ	२६००
११	२९	३	३४४०
१२	२९	४	२४३०
१३	६८	२भ	३१४००
१४	४७	१	३५००
१५	४७	२	१६२००
१६	४७	३	७०६०
१७	४८	२	६५००
१८	४९	-	११३०
१९	५०	-	८१३०
२०	५१	-	३६८५०
२१	५५	-	१२२७०
२२	५६	३ब	४५०
२३	५७	१(पै.)	१५००
२४	५७	७(पै.)	८०००
२५	५७	८अ(पै.)	२६००
२६	६१	४क	४२८०
२७	६१	४ड	४३३०
२८	६५	५ब	३८४०
२९	६७	३	१७८०
३०	२९	५	७८९०
३१	२९	६	३२४०

३२	३२	१	७४०
३३	३२	२	५०००
३४	३३	१अ	२७३०
३५	३५	१अ	२३३०
३६	३५	१ब	५४७०
३७	३५	२	२००
३८	३६	१	२९००
३९	३६	२	१०७००
४०	३६	३	६५००
४१	३७	१	४५०
४२	३८	१	१७००
४३	३८	२	११००
४४	३८	३	२१७२.३४
४५	३९	३	४९७०
४६	४०	३	४७३०
४७	४०	४	५६०
४८	४२	१	५०६०
४९	४२	२(पै.)	८०००
५०	४२	३(पै.)	४४००
५१	४३	१अ	१८८०
५२	४३	१ब	१९००
५३	४४	-	६८०
५४	४६	१(पै.)	८१७०.२७
५५	४६	२	१६९०

मोजे- खाणी, ता.कल्याण, जि.ठाणे येथील अधिसूचित विशेष नगर वसाहतीमधील जमिनीचा तपशिल :-

५६	३२	१	४४२०
५७	३२	२अ	४४२०
५८	३२	२ब	४४२०
५९	३२	२	४४२०
६०	३२	३	४४२०
६१	३२	४	४४२०
६२	३२	५	४४२०
६३	३२	६	४४२०
६४	३२	७	४४२०
६५	३२	८अ(पै.)	२२५०
६६	३२	८ब	२४८०



६७	३२	९	१७२०
६८	३२	१०(पै.)	१४६०
६९	३२	अ	७८०
७०	३३	ब	७६०
७१	३४	-	१९०
७२	३५	१	१५७०
७३	३५	२	५५०
७४	३५	३	२३०
७५	३५	४अ	४०५०
७६	३५	४ब	२९४०
७७	३५	५	११९०
७८	३५	६	१३६०
७९	३५	७	२६३०
८०	३५	८	१११०
८१	३५	९	२८३०
८२	३५	१०	७६०
८३	३५	११	४५०
८४	३६	१	११६०
८५	३६	२	४९१०
८६	३६	३	४५०
८७	३६	४	८८०
८८	३६	५	५२५०
८९	३७	१अ	३८२०
९०	३७	१ब	२४८०
९१	३७	२अ	१९५०
९२	३७	२ब	७७२०
९३	३७	३	६५००
९४	३७	४	८९९०
९५	३७	५अ	१०६०
९६	३७	५ब	४०५०
९७	३७	६	६१०
९८	३७	८	६००
९९	३७	९	३४६०
१००	३७	१०	७८०
१०१	३७	११	२९३०
१०२	३८	१	५१०
१०३	३८	२/अ/१	५०६०

१०४	३८	२अ/२(१)	१२०० (अंश)
१०५	३८	५अ	१०१०
१०६	३९	४(१)	१३०० (अंश)
१०७	४०	१	६१५०
१०८	४२	१	५४२०
१०९	४२	२	७१०
११०	४२	३	२००
१११	४२	४	१३९०
११२	४२	५	७००
११३	४२	६	२७३०
११४	४२	७	२३०
११५	४२	८	१९७०
११६	४३	१	२८६०
११७	४३	२	५८०
११८	४४	१	१००
११९	४४	२	७८०
१२०	४४	३/अ-२	२२८०
१२१	४४	३/अ-२	१५२०
१२२	४४	३अ	२५०
१२३	४४	५	२००
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१२५	४६	१	१३१०
१२६	४६	२	१२४०
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१२८	५३	२अ	२३७२०
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१३०	५३	४	८०
१३१	५३	५	२८६०
१३२	५४	४८	६०००
१३३	५४	६(१)	२९४०
१३४	६१	—	३३९९०
१३५	६२	अ(१)	१७८००
१३६	६२	क	५०६०
१३७	६२	ख	६४७०
१३८	६३	अ	७६७०
१३९	६३	ब	१६००
१४०	६३	क	२००००

१४१	६३	२	१५००
१४२	६४	१अ	७५०
१४३	६४	ब	६४००
१४४	६४	क	६४००
१४५	६४	—	१२०३
१४६	६४	—	४३०
१४७	६६	—	६६०
१४८	६८	—	६६०
१४९	६९	१	३८२०
१५०	६९	२	२७४०
१५१	७०	—	७३०
१५२	७१	अ	१५६०
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१५५	७३	२	४००
१५६	९१	२	१९६०
१५७	९१	२अ	८९००
१५८	९१	३	८००
१५९	९२	—	७९८०
१६०	९३	१	१३०
१६१	९३	२	२००
१६२	९३	३	५०
१६३	९३	४	३५०
१६४	९३	५	६००
१६५	९३	६	१३०
१६६	९३	७	९५०
१६७	९३	८	९३०
१६८	९४	१	१५०
१६९	९४	२	१४००
१७०	९४	३	१३७०
१७१	९४	४	५६०
१७२	९४	५	१४५०
१७३	९४	६	२३०
१७४	९४	७	१००
१७५	९५	१	२००
१७६	९५	२	२०
१७७	९५	३	१९८०

क. व. न. - ५
 दास क्र. १३६० २०२२
 १००

१७८	९६	१	३९५०
१७९	९६	२अ	४९१०
१८०	९६	२ब	३२००
१८१	९६	३	४८०
१८२	९७	—	७४४०
१८३	९९	—	६२२०
१८४	१००	१	४६५०
१८५	१००	२	४४८०
१८६	१०४	३	२८००
१८७	१०४	५	२३०
१८८	१०४	६	१००
१८९	१०४	७	१२६०
१९०	१०४	८	१८८०
१९१	१०४	९	२१७०
१९२	१४१	१	९४००
१९३	१४१	२	१७००
१९४	१४१	३	२५००
१९५	१४१	४अ	१४००
१९६	१४१	४ब	५५०
१९७	१४२	—	५६००
१९८	१४४	१	७३००
१९९	१४४	२	९०००
२००	१४४	३	४९००
२०१	१४४	४(१)	२६८०
२०२	१४४	५(१)	१९४०
२०३	१४४	६अ	६०००
२०४	१४४	६ब	३६००
२०५	१४४	७(१)	४४२०
२०६	१४४	८	१११००
२०७	१४४	९अ	१६६००
२०८	१४४	९ब	१६५५०
२०९	१४८	७अ(१)	४६०० (अंश)
२१०	१४८	१३	३२००
२११	१४८	१४	३९००
२१२	१४८	१५अ	१०१००
२१३	१४८	१५ब	८२००
२१४	१४९	१	२५५००

२१५	१४९	२	१५००
२१६	१४९	३	१३००
२१७	१४९	४	४९००
२१८	१५०	—	५५००
२१९	१५६	—	५५००
२२०	१५६	१	२१००
२२१	१५६	२	३०००
२२२	१५६	३	१०५००
२२३	१५६	४	१८००
२२४	१५६	५	१८००
२२५	१५६	६	२८००
२२६	१५६	७	१२००
२२७	१५६	८	१९००
२२८	१५६	९	२२००
२२९	१५६	१०	७५००
२३०	१५६	११	७०५०
२३१	१५४	—	७९८०
२३२	१७१	—	१८००
२३३	१७१	२	१०६७०
२३४	१७२	१	४५००
२३५	१७२	२	६८०
२३६	१७२	३	१८०
२३७	१७३	—	८६००
२३८	१७४	—	४९००



(संजय वि. पवार)
 कार्यासन अधिकारी



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SEAC-2013/CR-2857C)
Environment Department,
Room No. 217, 1st floor,
Vishwakarma Avenue,
Mumbai 400 012
Date: 21st February, 2015

To,
M/s. Lodia Dwellers Pvt. Ltd.,
Lodia Pavillion, Apollo Mills Compound,
16, 44 Janki Vihar, Maharashtra,
Mumbai-400 011.

Subject: Amendment to Environmental Clearance for Construction project of Residential Township of Village Holabane, Ambur, Nashik, Maharashtra. Tal. Nashik, Dist. Thane by M/s. Lodia Dwellers Pvt. Ltd.

Reference: Envt. number environment clearance letter dated 19th June, 2011

This has reference to your communication on the above mentioned subject. It is noted that the proposal earlier considered by SEAC-2013 in its 1st meeting and recommended to SEAAA, SEAAA in its 8th meeting decided to amend grant of EC to the project. Accordingly EC has been issued to the project vide letter no. SEAC-2013/CR-2857C) dated 19th June, 2011. The Authority noted the D.O. letter no. SEAAA-2014/CR-1111C) dated 29th November, 2014 by A.M. Chief Secretary, Environment Department, Govt. of Maharashtra regarding amendments in EC issued to the building project. In the 10th SEAAA meeting, you stated that the said project is a Special Township project intended to provide affordable housing. The Government of Maharashtra has sanctioned the Development Control regulations for development of Special Township project.

As per the said regulations obtaining prior environmental Clearance is mandatory prior to issue of plan and approval to the plan. The Government of Maharashtra has sanctioned to Lodia Dwellers Pvt. Ltd. for the Township on 19.06.2011. It is specifically mentioned that the Applicant shall submit the Environmental Clearance to the approving Authority prior to obtaining the Letter of Intent. The Final approval is granted to the plan and beyond after issue of plan. In this particular case as it is mandatory to obtain the EC prior to approval and as the clearance due to amendments are about 2% only.

After discussing the proposal changes in detail and considering O.M. dated 13.06.2013 issued by MHPF wherein it is clarified that SEAAA/SEAC need not focus on the other issues which are already looked after by the concerned local bodies, SEAAA decided to accord approval to the amendment sought in the EC as below:

Table with 4 columns: Sr. No., Details, Existing Proposal, Proposed Amendment, Remarks. Includes handwritten text 'क.ल.न. - ५' and 'दस्तक देल 2012'.

Table with 4 columns: Sr. No., Details, Existing Proposal, Proposed Amendment, Remarks. Contains details for Solid Waste Generation, Energy, Traffic Management, and Water Requirement.

Table with 4 columns: Sr. No., Details, Existing Proposal, Proposed Amendment, Remarks. Contains details for Solid Waste Generation, Energy, Traffic Management, and Capacity of STP.

Local Authority shall ensure the survey numbers of the project site. Taxes and conditions stipulated in every number assessment contract letter dated 19th June, 2011 remain the same.

Signature and stamp of the Secretary, Environment Department, SEAAA.

Copy to:

- 1. The E. C. Issued, 168 (R&D), Chennai, SEAAA, The No. 26, Bellur, Bangalore.
2. Additional Secretary, MHPF, MHPF & CC, India Payamam Bhawan, Jodhpur Road, Aligarh, New Delhi-110003.
3. Member Secretary, Maharashtra Pollution Control Board, with request to display a copy of the clearance.
4. The CCT, Regional Office, Ministry of Environment and Forest (Regional Office, Western Region, Kankaria Payamam Bhawan, Lodi Road New 1, B-1, Ram-Bhadr Nagar, Bhopal-461 016), (MHPF).
5. Commissioner, Thane Municipal Corporation.
6. Regional Office, MPCR, Thane.
7. Collette, Thane.
8. J.A. Division, Maharashtra Civil, MHPF & CC, India Payamam Bhawan, Jodhpur Road, Aligarh, New Delhi-110003.
9. Select file (TC-1).

(EC updated on 2/3/2015)

MAHARASHTRA POLLUTION CONTROL BOARD. Contact information, application details, and terms of reference for environmental clearance.

MAHARASHTRA POLLUTION CONTROL BOARD. Conditions under Water (TACT), Air (P.C.P. Act, 1981), and Hazardous Waste (MH & T.P. Act, 2003) for the project.

Joint Sub-Registrar Kalyan. Stamp and conditions for the application, including a table for effluent standards.

Table with 4 columns: S.No., Sl. No., Amount, and Remarks. Contains financial data for various items.

Table with 4 columns: S.No., Sl. No., Amount, and Remarks. Contains financial data for various items.

Table with 4 columns: S.No., Sl. No., Amount, and Remarks. Contains financial data for various items.

क.ल.न-५
दस्तक.३६१ 2022
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Table with 4 columns: S.No., Sl. No., Amount, and Remarks. Contains financial data for various items.

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दिनांक: 23/04/2022
स्थान: दिल्ली



सहायक निदेशक



- List of 25 numbered items, likely a schedule or list of documents, with detailed descriptions.



दिनांक: 23/04/2022
स्थान: दिल्ली

सहायक निदेशक

- List of 25 numbered items, likely a schedule or list of documents, with detailed descriptions.

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दिनांक: 23/04/2022
स्थान: दिल्ली

सहायक निदेशक

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संशोधन विभाग, दिल्ली

सहायक निदेशक

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दस्त क्र. ७३६७ २०२२

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क. ल. न. - ९

दस्त क्र. ७३६७ २०२२

७७ ११०

Table with columns: क्र. (No.), म.क. (M.K.), पुरा (P.A.), अधिप्राप्त (A.P.), and other details. Includes a large blue circular stamp of the Joint Sub-Registrar, Thane.

Table with columns: क्र. (No.), म.क. (M.K.), पुरा (P.A.), अधिप्राप्त (A.P.), and other details.

पंजीम

Sector - A

म.क. - पंजीम, म.क. - पंजीम.

Table with columns: क्र. (No.), म.क. (M.K.), पुरा (P.A.), अधिप्राप्त (A.P.), and other details.

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Sector - 4

सं. - 4001, 4002, 4003

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104	104.00	104.00	104.00
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107	107.00	107.00	107.00
108	108.00	108.00	108.00
109	109.00	109.00	109.00
110	110.00	110.00	110.00

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102	102.00	102.00	102.00
103	103.00	103.00	103.00
104	104.00	104.00	104.00
105	105.00	105.00	105.00
106	106.00	106.00	106.00
107	107.00	107.00	107.00
108	108.00	108.00	108.00
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खण्ड 4 का विवरण

क्र.सं.	श्रेणी	वर्ग	वेतन (सी.सी.)
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3	C	अधीन	103.00
4	D	अधीन	104.00
5	E	अधीन	105.00
6	F	अधीन	106.00
7	G	अधीन	107.00
8	H	अधीन	108.00
9	I	अधीन	109.00
10	J	अधीन	110.00

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कल.न.-4
दस्तावेज संख्या: 101/2022

कल.न.-4

दस्तावेज संख्या: 101/2022

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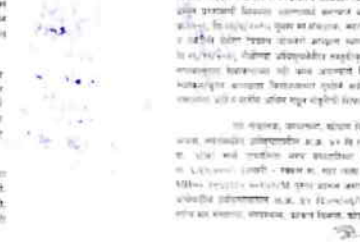
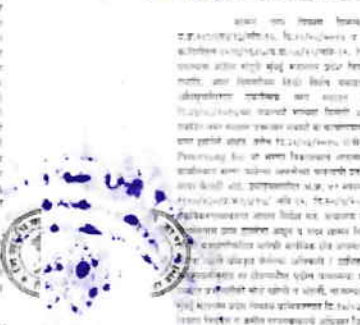
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यह पत्र आवंटन पत्र के अन्तर्गत प्लॉट क्षेत्र आवंटन के लिए जारी किया गया है...

प्लॉट क्षेत्र आवंटन पत्र के अन्तर्गत प्लॉट क्षेत्र आवंटन के लिए जारी किया गया है...

प्लॉट क्षेत्र आवंटन

Table with columns: S. No., Plot No., Area, etc. Handwritten entries: क.ल.न.-५, दस्त क्र. 2022, 990.

Table with columns: S. No., Plot No., Area, etc. Handwritten entries: क.ल.न.-५, दस्त क्र. 2022, 990.

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Table with 4 columns: S.N., Amount, Name, and Address. Contains a list of entries for various locations.

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THE SEAL OF JOINT SUB-REGISTRAR KALYAN'S.
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क.ल.ज. - 19

दस्त क्र. 2022

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क.ल.न. - ५
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क्र.सं.	विवरण	प्रमाणित कीमत	प्रमाणित कीमत	प्रमाणित कीमत	प्रमाणित कीमत
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KH-6

गा.न.क्र. ७४२२

मे. जोदा डेवर्मा प्र. लि. लखे मनिंद जोदा

16 JUN 2009

गा.न.क्र. ७४२२

मे. जोदा डेवर्मा प्र. लि. लखे मनिंद जोदा

16 JUN 2009

KH-35

गा.न.क्र. ७४२२

मे. जोदा डेवर्मा प्र. लि. लखे मनिंद जोदा

16 JUN 2009

क.ल.न.-५
दस्त क्र. ६३६० २०२२
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गा.न.क्र. ७४२२

मे. जोदा डेवर्मा प्र. लि. लखे मनिंद जोदा

16 JUN 2009

गा.न.क्र. ७४२२

मे. जोदा डेवर्मा प्र. लि. लखे मनिंद जोदा

16 JUN 2009

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गा.न.क्र. ७४२२

मे. जोदा डेवर्मा प्र. लि. लखे मनिंद जोदा

16 JUN 2009



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मे. जोदा डेवर्मा प्र. लि. लखे मनिंद जोदा

16 JUN 2009

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मे. जोदा डेवर्मा प्र. लि. लखे मनिंद जोदा

16 JUN 2009

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मे. जोदा डेवर्मा प्र. लि. लखे मनिंद जोदा

16 JUN 2009

गौ.न.क्र. ७४१२

मे जोदा देवेवर्मा प्राप्ति
सर्के धारिकार मोजेदु जोदा

६९/१

१५.३.२०११

गौ.न.क्र. ७४१२

मे जोदा देवेवर्मा प्राप्ति
सर्के धारिकार मोजेदु जोदा

६९/२५

१५.३.२०११

गौ.न.क्र. ७४१२

मे जोदा देवेवर्मा प्राप्ति
सर्के धारिकार मोजेदु जोदा

क.ल.न.-५

दस्तक्र. ३३५ २०१२

१५.३.२०११

गौ.न.क्र. ७४१२

मे जोदा देवेवर्मा प्राप्ति
सर्के धारिकार मोजेदु जोदा

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१५.३.२०११

गौ.न.क्र. ७४१२

मे मझातीर बिलडुमे
धा ति लफ मोजेदु जोदा

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१५.३.२०११

गौ.न.क्र. ७४१२

मे जोदा देवेवर्मा प्राप्ति
सर्के धारिकार मोजेदु जोदा

६९/३

१५.३.२०११



गौ.न.क्र. ७४१२

मे जोदा देवेवर्मा प्राप्ति
सर्के धारिकार मोजेदु जोदा

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१५.३.२०११

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मे जोदा देवेवर्मा प्राप्ति
सर्के धारिकार मोजेदु जोदा

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१५.३.२०११

गौ.न.क्र. ७४१२

मे जोदा देवेवर्मा प्राप्ति
सर्के धारिकार मोजेदु जोदा

६९/३

१५.३.२०११

Form KH-96, dated 11 MAR 2010. Includes handwritten entries and a table with columns for 'प्राथमिकता क्रम' and 'मूल्य'.

Form KH-96, dated 21 MAR 2010. Includes handwritten entries and a table with columns for 'प्राथमिकता क्रम' and 'मूल्य'.

Form KH-96, dated 06 DEC 2013. Includes handwritten entries and a table with columns for 'प्राथमिकता क्रम' and 'मूल्य'.

Form KH-25, dated 16 JUN 2009. Includes handwritten entries and a table with columns for 'प्राथमिकता क्रम' and 'मूल्य'.

Form KH-25, dated 16 JUN 2009. Includes handwritten entries and a table with columns for 'प्राथमिकता क्रम' and 'मूल्य'.

Form KH-6, dated 16 JUN 2009. Includes handwritten entries and a table with columns for 'प्राथमिकता क्रम' and 'मूल्य'.



Form KH-25, dated 16 JUN 2009. Includes handwritten entries and a table with columns for 'प्राथमिकता क्रम' and 'मूल्य'.

Form KH-25, dated 16 JUN 2009. Includes handwritten entries and a table with columns for 'प्राथमिकता क्रम' and 'मूल्य'.

Form KH-6, dated 16 JUN 2009. Includes handwritten entries and a table with columns for 'प्राथमिकता क्रम' and 'मूल्य'.

ग. नं. ७४१२

मे. मोटा डेलिवरी के लिए
सर्वे डायरेक्टर, राजेंद्र कोटा

16 JUN 2009

ग. नं. ७४१२

मे. मोटा डेलिवरी के लिए
सर्वे डायरेक्टर, राजेंद्र कोटा

16 JUN 2009

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16 JUN 2009

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मे. मोटा डेलिवरी के लिए
सर्वे डायरेक्टर, राजेंद्र कोटा

16 JUN 2009

ग. नं. ७४१२

मे. मोटा डेलिवरी के लिए
सर्वे डायरेक्टर, राजेंद्र कोटा

21 MAR 2013



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CP (CAA) 136/MB/2021
connected with

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

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

And
In the matter of Scheme of Amalgamation
(Merger by Absorption) of Palva Dwellers
Private Limited (Transferor Company) Having
CIN : U70100MH2017PTC292371 with
Macrotech Developers Limited (Transferee
Company) having CIN
L43200MH1995PLC09304 and their
respective shareholders ('Scheme')

Palva Dwellers Private Limited
Having its registered office at 412,
Floor - 4, 17G Vardhaman
Chamber Cawasji Patel Road,
Horniman Circle, Fort, Mumbai
400001, Maharashtra.

Transferee Company/ First Petitioner Company

Macrotech Developers Limited
Having its registered office at 412,

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

Transferee Company/ Second Petitioner Company

Order delivered on: 26.10.2021

Case:
Honble Smt. Sudhira Karasikoti, Member (Judicial)
Honble Smt. Anuradha Sanjay Dhatia, Member (Technical)

Appearance (via videoconferencing):
For the Petitioners: Jost Gauds
For the Regional Director (WR): Ms. Rupa Sutar, Deputy Director

For: Sudhira Karasikoti, Member (J)

ORDER

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



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

4. The Learned Counsel for the Petitioner Companies admits that the
Petitioner Companies are actively engaged in the business of real estate
development.

5. **क.ल.न.-५४**
दस्तावेज २०२२
5. Both the Petitioner Companies have approved the Scheme by passing
their respective Board Resolutions dated 03.03.2020 and have approved
the same for sanction of the Scheme.

6. Both the Petitioner Companies have approved the Scheme by passing
their respective Board Resolutions dated 03.03.2020 and have approved
the same for sanction of the Scheme.

7. Learned Counsel for the Petitioner Companies admits that the Joint
Company Petition has been filed in compliance with the applicable
Company Scheme Application C.A. (CAA) 985/MB/2020 on 26.05.2020 and
by further directions contained in the order passed in CA/17/MB/2021 on
17.06.2021 passed by this Hon'ble Tribunal.

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

observations of the Regional Director, the Petitioner Companies have filed
an Affidavit in Register filed on 10th September, 2021 and have clarified
as follows:

Sr No.	Regional Director Report / Observation Dated 27 th August, 2021	Response from the Petitioner Companies
IV (a)	In addition to compliance of AS-14 (IND AS - 183) the Transferor Company shall pass such accounting entries which are necessary in connection with the scheme to comply with other applicable Accounting Standards such as AS- 5 (IND AS-6) etc.	As far as the observation of the Regional Director, as stated in IV (a) is concerned, the Second Petitioner Company, through its Counsel, undertakes that in addition to compliance of IND AS - 183, it shall pass such ac- counting entries which are nec- essary in connection with the scheme to comply with other applicable Accounting Stand- ards such as IND AS-6, etc.



IV (b)	As per Part-I Definitions Clause 1(1.3), & 1(1.5) of the Scheme "Appointed Date" means the 1st day of April 2019 or such other date as may be fixed or approved by Na- tional Company Law Tribu- nal, Mumbai Bench. "Effective Date" means the date of the order on which the certified copies of the orders sanctioning the Scheme, passed by the Na- tional Company Law Tribu- nal at Mumbai, are filed with the Registrar of Com- panies, Mumbai by the Transferor Company and the Transferee Company. Any reference in the Scheme to the date of "coming into effect of the Scheme" or "upon the Scheme becoming effec- tive" shall mean the Effec- tive Date	As far as the observation of the Regional Director, as stated in IV (b) is concerned, the Peti- tioner Companies, through their Counsel, submit that as per Clause 1.3 of the Scheme, the Appointed Date means the 1st day of April 2019 or such other date as may be fixed or Approved by National Company Law Tribunal, Mumbai Bench. Further, as per Clause 1.5 of the Scheme, the Effective Date means the date of the order on which the certified copies of the orders sanctioning the Scheme, passed by the Na- tional Company Law Tribunal at Mumbai, are filed with the Reg- istrar of Companies, Mumbai by the Transferor Company and the Transferee Company. The Petitioner Companies, through their Counsel, under- take to comply with the re- quirements clarified vide cir- cular no. F. No. 7/12/2019/CL-1
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In this regard, it is submit- ted that Section 232 (b) of the Companies Act, 2013 states that the scheme un- der this section shall clearly indicate an ap- pointed date from which it shall be effective and the scheme shall be deemed to be effective from such date and not a date subsequent to the appointed date. However, this aspect may be decided by the Hon'ble Tribunal taking into ac- count its inherent powers. Further, the Petitioner may be asked to comply with the requirements as clarified vide circular no. F. No. 7/12/2019/CL-1 dated 27.08.2019 issued by the Ministry of Corporate Af- fairs.	dated 21.08.2019 issued by the Ministry of Corporate Af- fairs.
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IV (c)	The Hon'ble Tribunal may kindly seek the undertak- ing that the Scheme is ap- proved by the requisite majority of members and creditors as per Section 230(b) of the Act in meet- ings duly held in terms of Section 230(1) read with subsection (3) to (5) of Section 230 of the Act and the Minutes thereof are duly placed before the Tri- bunal.	As far as the observation of the Regional Director, as stated in IV (c) is concerned, the Peti- tioner Companies, through their Counsel, submit that in pursuance of the directions contained in the order passed by the Tribunal in Company Scheme Application C.A. (CAA) 985/MB/2020 on 26 th May 2020 and by further directions contained in the order passed in CA/17/MB/2021 on 17 th June, 2021, the First Petitioner Company was directed to com- pare and hold the meeting of the Equity Shareholders on 23 rd July, 2021 at 10 am through Video Conferencing and the Second Petitioner Company was granted dispen- sation from convening and holding the meeting of the Equ- ity Shareholders based on the Consent Affidavits from the shareholders representing 100% shareholding in the Sec- ond Petitioner Company. Fur-
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Further, the Above-men- tioned orders, the Petitioner Companies were granted dis- pensation from convening and holding the meeting of the Secured Creditors and Unsecured Creditors and were required to intimate all the Secured Credi- tors and the Unsecured Credi- tors having outstanding amount of more than Rs. 1,00,00,000 (Rupees One Crore Only). The Petitioner Companies confirm that the same was duly complied with by filing an Affidavit of Service on 09 July 2021.	IV (d) Hon'ble NCLT may kindly direct the petitioners to file an affidavit to the extent that the Scheme enclosed in Company Application & Company Petition, are one and same and there is no discrepancy/any change/changes are made, for changes if any, liberty be given to Central Govern- ment to file further re- port if any required.	As far as the observation of the Regional Director, as stated in IV (d) is concerned, the Peti- tioner Companies, through their Counsel, submit that the Scheme enclosed in the Com- pany Scheme Application was modified vide Board Resolution dated 25 th January 2021 by the First Petitioner Company and Executive Committee of the Board Resolution dated 28 th January 2021 by the Sec- ond Petitioner Company and the same was submitted to the Tribunal vide Interlocutory Ap- plication dated 09 February 2021. The Petitioner Com- panies confirm that the Scheme enclosed in the Interlocutory Application is the same as the Scheme filed along with the Company Scheme Petition and that the consent of the Equity Shareholders through conduct- ing a meeting (in the case of the First Petitioner Company) and through consent affidavits
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	(In the case of Second Petitioner Company) was stated for such modified scheme.
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IV (e)	The Petitioners under provisions of section 230(5) of the Companies Act, 2013 have to serve notices to concerned authorities which are likely to be affected by Amalgamation. Further, the approval of the scheme by this Honble Tribunal may not deter such authorities to deal with any of the issues arising after giving effect to the scheme. The decision of such Authorities is binding on the Petitioner Company(s).	As far as the observation of the Regional Director, as stated in IV (e) is concerned, the Petitioner Companies, through their Counsel, submit that notices in accordance with Section 230 (3) of the Companies Act, 2013 have been served upon the concerned Income Tax Authority, Regional Director, Registrar of Companies and Real Estate Regulatory Authority. Further, the Second Petitioner Company also served notice to Securities and Exchange Board of India and the stock exchanges. The Counsel for further undertakes that the sanction of the Scheme by this Tribunal will not deter any authorities to deal with any of the issues arising after giving effect to the Scheme and that such issues arising out of the Scheme will be met and answered in accordance with the law.
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IV (f)	Petitioner Company have to undertake to comply with section 232(3) of Companies Act, 2013, where the transferee company is dissolved, the fee, if any, paid by the transferee company on its dissolved capital shall be set-off against any fees payable by the transferee company on its authorized capital subsequent to the amalgamation and therefore, petitioners to affirm that they comply the provisions of the section.	As far as the observation of the Regional Director, as stated in IV (f) is concerned, the Petitioner Companies, through their Counsel, undertake to comply with the provisions of Section 232(3) of the Companies Act, 2013.
IV (g)	The Petitioner Company may be directed to submit undertaking that the petitioner company shall ensure compliance of the provisions of the Income Tax Act, 1961 including provisions of section 2(18) of the Income Tax Act.	As far as the observation of the Regional Director, as stated in IV (g) is concerned, the Petitioner Companies, through their Counsel, undertake to comply with all applicable provisions of the Income Tax Act, 1961 including provisions of section 2(18) of the Income Tax Act, 1961.

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IV (h)	As per Part-II Clause 12(11.1 to 11.6) of the Scheme (Consolidation), in the regard it is submitted that Honble Tribunal may kindly direct the Petitioner to comply with provisions of Section 55, Section 62 & Section 210(13) of the Companies Act, 2013 or any other applicable provision of the Act.	As far as the observation of the Regional Director, as stated in IV (h) is concerned, the Petitioner Companies, through their Counsel, undertake to comply with all provisions of the Section 55, Section 62 & Section 210(13) of the Companies Act, 2013 or any other applicable provision of the Act, as applicable. The Second Petitioner Company, through its Counsel, submits that in accordance with Para 11.6 of Scheme, the approval of the shareholders to the Scheme shall be deemed to be the compliance of section 55 and section 62 of the Companies Act, 2013 and no further approval of shareholders under section 55 and section 62 of the Companies Act, 2013 is required to be obtained by the Transferee Company.
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IV (i)	As per Part-II Clause 12(12.1 & 12.5) of the Scheme (Accounting Treatment in the Books of the Transferee Company), upon the Scheme becoming effective, the Transferee Company shall account for the merger of the Transferee Company in its books of accounts with effect from the Appointed Date as per "Pooling of Interest Method" provided in Appendix C of Indian Accounting Standard 103 (Business Combination of entities under common control) notified under the provision of the Companies Act, 2013.	As far as the observation of the Regional Director, as stated in IV (i) is concerned, the Second Petitioner Company, through its Counsel, undertakes that the difference in credit to the Capital Reserve arising out of Amalgamation will not be available for distribution of dividend and other similar purposes.
	In this regard it is stated that in Indian Accounting Standard (Ind-AS) 103 - prescribed application of Pooling of Interest Method to account for common	

	control business combinations. Under this method Any difference, whether positive or negative, shall be adjusted against the capital reserves (or "Amalgamation Adjustment Deficit Account" in some cases) In view of the above it is submitted that the difference so credited to "Capital Reserve arising out of Amalgamation" shall not be available for distribution of dividend and other similar purposes.
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IV (j)	As per Part-II Clause 12(12.1 to 12.3) of the Scheme (Appropriation of Authorized Capital) in this regard it is submitted that the fee payable by the Transferee Company shall be in accordance with the provisions of Section 13, Section 14, Section 61, and Section 232(3) of the Companies Act, 2013 further if any stamp duty is payable the same should be paid in accordance with applicable law of the State.	As far as the observation of the Regional Director, as stated in IV (j) is concerned, the Petitioner Companies, through their Counsel, submit that as per Clause 12 of the Scheme, upon this Scheme becoming effective, the authorized share capital of the Transferee Company shall stand consolidated and vested in and merged with the authorized share capital of the Transferee Company without any further act, demand or deed on the part of the Transferee Company, including without payment of stamp duty and fees payable in accordance with the provisions of the Companies Act, 2013 and the Memorandum of Association and Articles of Association of the Transferee Company. Further, the authorized share capital shall, without any further act, instrument or deed, stand altered, merged and amended, pursuant to Section 13, Section 14, Section 61 and Section 232(3) of the Companies Act, 2013 respectively.
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	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 Transferee Company shall be utilized and applied to the increased authorized share capital of the Transferee Company and its payment of any extra stamp duty and/or fee shall be payable by the Transferee Company for increase in the authorized share capital to that extent. Further, in the event of any increase in the authorized share capital of Transferee Company and/or Transferee Company before the Effective Date, in sanctioning of the any other Scheme by the NCLT, such increase shall be given effect to while aggregating the authorized share capital.
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IV (k)	As Faiva Dwellers Private Limited (Transferee Company) and Macrotech Developers Limited (Transferee Company) are engaged in the business of Construction and Real Estate Development/Business. Hence the petitioners be directed to obtain NOC from (RERA) regarding applicability of Real Estate Regulation and Development Act, 2016 with Maharashtra Rules and Regulation 2017.	As far as the observation of the Regional Director, as stated in IV (k) is concerned, the Petitioner Companies, through their Counsel, submit that they have served notice of Company Scheme Application upon RERA vide letter dated 3rd day of July 2021.
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IV (i) Since the Mainfrisch Developers Limited (the Transferee Company) limited by shares, is listed on the Bombay Stock Exchange and National Stock Exchange, the Petitioner Company be directed to place on record whether necessary approval from SEBI and other concerned stock exchange have been obtained and whether the meeting of the Shareholders of shareholders have been convened as per the listing/SEBI guidelines.

As far as the observation of the Regional Director, as stated in IV (i) is concerned, the Second Petitioner Company, submit that the prior approval of SEBI and the concerned Stock Exchange was not required as the Second Petitioner Company got listed subsequently after the admission of Application by the Tribunal. However, the Second Petitioner Company has served a notice of Company Scheme Application upon SEBI, the Bombay Stock Exchange and the National Stock Exchange vide letter dated 3rd May of July 2021 and no observations have been received by the Second Petitioner Company from them. Further, the Second Petitioner Company submits that in pursuance of the directions contained in the order of the Tribunal passed in Company Scheme Application C.A. (CAA) 985/MS/2020 on 26th May 2021 and by further directions contained in the order passed in CA/3798/2021 on 17th June, 2021, the First Petitioner Company convened and held the meeting of the Equity Shareholders on 23rd July, 2021 at 10 am through video conferencing and had the Chairman's Report with the NCLT on 26th July, 2021. The said meeting was attended personally/authorised representative by 2 Equity Shareholders of the First Petitioner Company entitled together to total number of 10,000 Equity Shares having total value of Rs. 2,00,000 representing 99.99%



directions contained in the order passed in CA/3798/2021 on 17th June, 2021, Second Petitioner Company was granted dispensation from convening and holding the meeting of the Equity Shareholders based on the Consent Affidavit from the shareholders representing 100% shareholding in the Second Petitioner Company filed with the Tribunal on 15th April 2021. Therefore, the Second Petitioner Company was not required to convene the meeting of the Equity Shareholders.



IV (ii) Since the Transferee Company and the Transferee Company have foreign/non-resident shareholders, therefore, it is subject to the compliance of Section 55 of the Companies Act, 2013 and FEMA Regulations/RBI Guidelines. The Second Petitioner Company is concerned, submitted that the Second Petitioner Company has not issued shares to any foreign shareholder, and hence no requirement of complying with section 55 of the Act and the FEMA Regulations is not applicable.

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

As far as the observation of the Regional Director, as stated in IV (ii) is concerned, the Petitioner Companies, through their Counsel, submit that in pursuance of the directions contained in the order of the Tribunal passed in Company Scheme Application C.A. (CAA) 985/MS/2020 on 26th May 2020 and by further directions contained in the order passed in CA/3798/2021 on 17th June, 2021, the First Petitioner Company convened and held the meeting of the Equity Shareholders on 23rd July, 2021 at 10 am through video conferencing and had the Chairman's Report with the NCLT on 26th July, 2021. The said meeting was attended personally/authorised representative by 2 Equity Shareholders of the First Petitioner Company entitled together to total number of 10,000 Equity Shares having total value of Rs. 2,00,000 representing 99.99%



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



IV (iii) As regards the complaints indicated at para 15 above, under the head - Status of Complaint as per MCA-9 Service - Screen Shot, it is submitted that the Petitioner be directed to mention all the facts in this regard about complaints explain about the allegations made therein, and resolve complaints before approval of the scheme.

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

IV (iv) In view of the observation made by the ROC Mumbai, mentioned at para 16 above Non-Sole NCLT may pass appropriate orders/instructions as them fit.

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



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

- The observations made by the Regional Director have been explained in Para 9 above. The clarifications and undertakings given by the Petitioner Companies have been explained in Para 9 above. The clarifications and undertakings given by the Petitioner Companies are hereby accepted by the Tribunal.
- The Regional Director has filed his Supplementary Report dated 18.09.2021 and has stated that basis the observations made by the Regional Director and the reply submitted by the Petitioner Companies, the Tribunal may decide the matter on its merit.
- The Official Liquidator in his report dated 01.09.2021, after considering the responses submitted by the Transferee Company, has stated that the affairs of the Transferee Company have been conducted in a proper manner and not prejudicial to the interest of its members or to the public interest.
- From the material on record, the Scheme appears to be fair and reasonable and is not violative of any provisions of law and is not contrary to public policy. All the assets and properties of the Transferee Company, of whatsoever nature and wherever situated, shall, under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act or deed, be and stand transferred to and vested



- in the Transferee Company or be deemed to be transferred to and vested in the Transferee Company as a going concern so as to become the assets and properties of the Transferee Company. Further, upon the coming into effect of this Scheme and with effect from the Appointed Date, all the liabilities (whether in Indian rupees or foreign currency), sundry creditors, liabilities (including contingent liabilities), dues and obligations and undertakings related to the Transferee Company shall, pursuant to the sanction of this scheme by the Tribunal under and in accordance with the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, without any further act, instrument, deed, matter or thing, be transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company, along with any charge, encumbrance, lien or security thereon, and the same shall be assumed by the Transferee Company in accordance with the Scheme.
- Upon effectiveness of the Scheme and in consideration for the amalgamation of the Transferee Company into the Transferee Company, the Transferee Company shall, without any further act or deed, issue and allot to all the equity shareholders of the Transferee Company, except itself, whose names are appearing in the Register of Members of Transferee Company as on the Record Date 54.696, 7% Non-Cumulative Redeemable Preference Shares (NCRPS) of INR 10/- each fully paid up of Mainfrisch Developers Limited to be issued for every 1 (One) Equity share of INR 10/- each held by the equity shareholders (other than Mainfrisch Developers Limited) of Palasa Dwellers Private Limited.
- On the Scheme becoming effective, equity shares of the Transferee Company held by the Transferee Company shall stand cancelled without any further act or deed.



- Since all the requisite statutory compliances have been fulfilled, CP (CAA) 136/MS/2021 is hereby sanctioned in terms of the prayer clauses of the said Company Scheme Petition.
- The Scheme is hereby sanctioned with the Appointed Date of 14.09.2021.
- The Transferee Company be dissolved without winding up.
- The Petitioner Companies are directed to file a copy of this Order along with a copy of the Scheme with the concerned Registrar of Companies, electronically along with e-form (NCRS) within 30 days from the date of receipt of the certified copy of Order by the Petitioner Companies. The Scheme will become effective on filing of the copy of this order with the concerned Registrar of Companies.
 - Petitioner Companies to lodge a copy of this Order along with the Scheme duly authenticated/verified by the Deputy Director or the Assistant Registrar, National Company Law Tribunal, Mumbai Bench, with the concerned Superintendent of Stamps for the purpose of application of stamp duty payable, if any, within 60 days from the date of receipt of the certified copy from the Registry of this Tribunal.
 - All concerned regulatory authorities to act on a copy of this Order along with Scheme duly certified by the Deputy Director or the Assistant Registrar/National Company Law Tribunal, Mumbai Bench.
 - Any person interested is at liberty to apply to this Tribunal in the above matters for any directions that may be necessary.



1. The Board of Directors of the Company shall have the authority to...

2. The Board of Directors shall have the authority to...

3. The Board of Directors shall have the authority to...

4. The Board of Directors shall have the authority to...

5. The Board of Directors shall have the authority to...

6. The Board of Directors shall have the authority to...

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8. The Board of Directors shall have the authority to...

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9. The Board of Directors shall have the authority to...

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26. The Board of Directors shall have the authority to...



Facilitated True Copy

Date of application: _____

Number of pages: _____

Fee Paid Rs. _____

Stamp prepared on: _____

Date issued on: _____

Deputy Registrar

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Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT
FORM 'C'
[See rule 6(a)]

क.ल.न.-५	
दस्ता क्र. ६३६७	२०२२
६६	९९०

This registration is granted under section 5 of the Act to the following project under project registration number :
P51700014396

Project: **Palava - Trinity A to C, Plot Bearing / CTS / Survey / Final Plot No.: 68, 149/1, 150/10 at Khoni, Kalyan, Thane, 421204;**

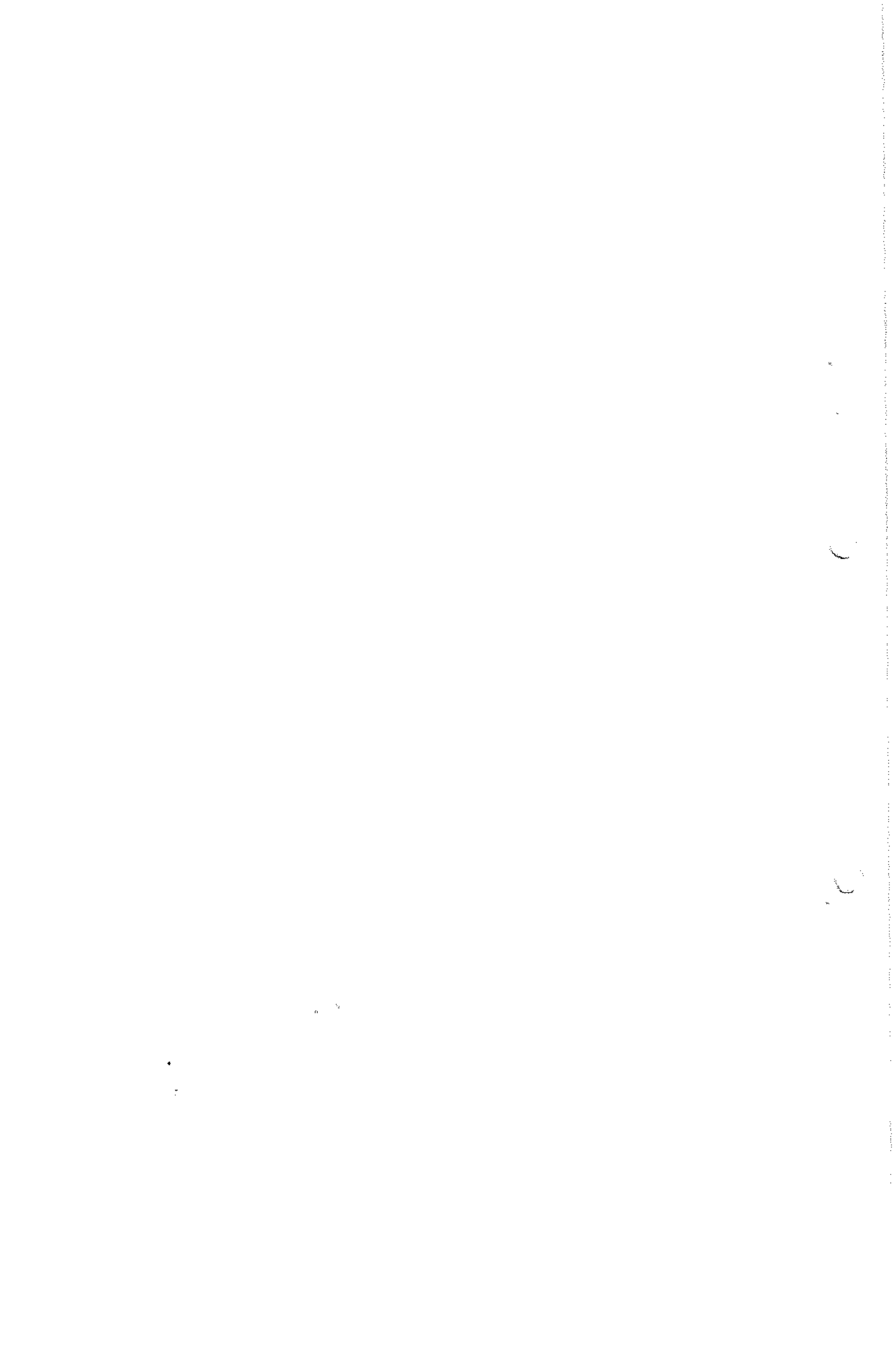
- Palava Dwellers Private Limited** having its registered office / principal place of business at Tehsil: **Mumbai City**, District: **Mumbai City**, Pin: **400001**.
- This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with 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 **29/11/2017** and ending with **30/06/2022** 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
- 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: 22-04-2020 16:54:50

Dated: **29/11/2017**
Place: **Mumbai**

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



घोषणापत्र

मी, सुरेन्द्र नाथर / सेंट्रिक मोतिस / संगीत चौधरी / रिसेल कपवास / विवीन सैम / जॉन वातीकोव
/ बगई सोरेल या द्वारे घोषित करतो की, दुय्यम निबंधक  यांचे कार्यालयात
/  यांचे कार्यालयात करारनामा या निर्बंधनाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. रीतिक पद्धतीना /
रिवाजाचा बाबत नोंदणीत दिनांक 04/10/2021 रोजी आहोता दिलेल्या कुलमुबल्यारणाच्या आधारे मी,
दर दस्त नोंदणीत सादर केला आहे / निष्पारीत करून कुलीकनाब दिला आहे. सदर कुलमुबल्यारण
लिहून देणार यांनी कुलमुबल्यारण रद्द केलेले नाही, किंवा कुलमुबल्यारण लिहून देणार व्यक्तीपैकी
कोणीही मगत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुबल्यारण रद्द बातल ठरलेले
नाही. सदरचे कुलमुबल्यारण पूर्णपणे वैध असून उपरोक्त कुली करव्यास मी पुर्णतः सक्षम आहे. सदरचे
कबल चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये रिसेल मी पात्र
राहीन याची मला जाणीव आहे.

दिनाथ :

दिनांक :




09/06/2022

 बही

कुलमुबल्यार पत्राचे घोषणापत्र लिहून देणार



घोषणापत्र

मी, पंडरी केवळकर / राहुल बंडेकर / प्रमोद कंबळे / प्रताप सावळेकर / कैतेक गोरें / आदित्य गावळकर
संघय ह्रीष्टर / विनायक कापीनकर / भीर्लात कांबळे या द्वारे घोषित करतो की, दुय्यम निबंधक
 यांचे कार्यालयात करारनामा या निर्बंधनाचा दस्त नोंदणीसाठी सादर करण्यात
आला आहे. सुरेन्द्र नाथर / सेंट्रिक मोतिस / संगीत चौधरी / रिसेल कपवास / विवीन सैम / जॉन
वातीकोव / बगई सोरेल यांनी दिनांक 04/10/2021 रोजी मला दिलेल्या कुलमुबल्यारणाच्या
आधारे मी, सदर दस्त नोंदणीत सादर केला आहे / निष्पारीत करून कुलीकनाब दिला आहे. सदर
कुलमुबल्यारण लिहून देणार यांनी कुलमुबल्यारण रद्द केलेले नाही, किंवा कुलमुबल्यारण लिहून
देणार व्यक्तीपैकी कोणीही मगत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुबल्यारण रद्द
बातल ठरलेले नाही. सदरचे कुलमुबल्यारण पूर्णपणे वैध असून उपरोक्त कुली करव्यास मी पुर्णतः
सक्षम आहे. सदरचे कबल चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये
रिसेल मी पात्र राहीन याची मला जाणीव आहे.

दिनाथ :

दिनांक :



09/06/2022

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कुलमुबल्यार पत्राचे घोषणापत्र लिहून देणार

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१) प्रमाण पत्र, जहाँ नोटरीय कार्यालय में प्रमाणित किया गया है।
 २) प्रमाण पत्र, जहाँ नोटरीय कार्यालय में प्रमाणित किया गया है।
 ३) प्रमाण पत्र, जहाँ नोटरीय कार्यालय में प्रमाणित किया गया है।

Dewan H. C. & Co.
 Chartered Accountants
Receipt of Document Handling Charge
 Date: 04/10/2021
 Amount: ₹ 500/-
 Payment Date: 04/10/2021

क.ल.न.-५
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SHILAN
 500 Form Number 4
 Date of Filing: 04/10/2021
 Page 01

SHILAN
 500 Form Number 4
 Date of Filing: 04/10/2021
 Page 01

SOLICITOR GENERAL OF INDIA
 IN CHARGE
 २०२१

NOTICE OF ATTORNEY
 TO ALL WHO WISH TO PURCHASE SHARES OF THE COMPANY...
WHEREAS
 A. The said Company are engaged in business of real estate...
 B. The Agreements to Sell, Agreements to Assign, Registration Agreements to Sell, Lease and License Agreements, Lease Deeds and such other documents with the prospective purchasers for the sale/transference of such residential and commercial premises...
 C. Pursuant thereto, the said Companies hereby appoint (1) Mr. Jyoti Bhat and (2) Mr. Pankaj Mehta...

AL OF JOINT SUB-REGISTRAR KALYAN-S.
 २०२१

and (2) Mr. Pankaj Mehta company executive, India Substant, having his office at 412, Floor-4, 170 Varadacharya Chambers, Convent Path Road, Horniman Circle East, Mumbai - 400 001 and (3) Mr. Sangeet Choudhary company executive, India Substant, having his office address at 412, Floor-4, 170 Varadacharya Chambers, Convent Path Road, Horniman Circle East, Mumbai - 400 001 and (4) Mr. Abhishek Jagtap company executive, India Substant, having his office address at 412, Floor-4, 170 Varadacharya Chambers, Convent Path Road, Horniman Circle East, Mumbai - 400 001 (5) Mr. Siddha Jadhav company executive, India Substant, having his office address at 412, Floor-4, 170 Varadacharya Chambers, Convent Path Road, Horniman Circle East, Mumbai - 400 001 (6) Mr. Jay Vallabh company executive, India Substant, having his office address at 412, Floor-4, 170 Varadacharya Chambers, Convent Path Road, Horniman Circle East, Mumbai - 400 001 and (7) Mr. Bharat Jadhav company executive, India Substant, having his office address at 412, Floor-4, 170 Varadacharya Chambers, Convent Path Road, Horniman Circle East, Mumbai - 400 001 (8) Mr. Siddha Jadhav company executive, India Substant, having his office address at 412, Floor-4, 170 Varadacharya Chambers, Convent Path Road, Horniman Circle East, Mumbai - 400 001 (9) Mr. Siddha Jadhav company executive, India Substant, having his office address at 412, Floor-4, 170 Varadacharya Chambers, Convent Path Road, Horniman Circle East, Mumbai - 400 001 (10) Mr. Siddha Jadhav company executive, India Substant, having his office address at 412, Floor-4, 170 Varadacharya Chambers, Convent Path Road, Horniman Circle East, Mumbai - 400 001

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

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

(I) for approval of the management of the said Companies, to execute all the aforesaid documents, affidavits and other necessary papers and documents as may be required, to enable the prospective purchasers of the residential and/or commercial units to secure loans and financial assistance from the banks and financial institutions for the purpose of payment of the consideration payable by such prospective purchasers to the said Companies, without making any reservation or other commitments on any other building of any nature whatsoever on behalf of or against the said Companies to be by the banks or financial institutions.

- To ensure Deeds of Rectification or Consolidation or Confirmation or any other documents as may be required in connection with such Agreements to Sell and/or Agreements to Acquire and/or Registration Agreements to Sell and/or Lease and/or License Agreements and/or Lease Deeds for sale/transfer/lease of the residential and/or commercial units in the various buildings constructed by the said Companies.
- To present and lodge for registration with the concerned Sub-Registrar of Assurances the Agreements to Sell, Agreements to Acquire, Registration Agreements to Sell, Lease and License Agreements, Lease Deeds, Deeds of Rectification or Consolidation or Confirmation, relating to the sale/transfer of the residential and commercial units and other ancillary and incidental documents, papers, forms and deeds in connection therewith.
- To appear and submit certified before the concerned Sub-Registrar of Assurances the Agreements to Sell, Agreements to Acquire, Registration Agreements to Sell, Lease and License Agreements, Lease Deeds, Deeds of Rectification or Consolidation or Confirmation relating to the sale/transfer of the residential and commercial units and other ancillary and incidental documents, papers, forms and deeds in connection therewith.
- To comply with all the requirements and complete all the formalities to register such Agreements to Sell/Agreements to Acquire/Registration Agreements to Sell, Lease and License Agreements/Lease Deeds/Deeds of Rectification or Consolidation or Confirmation relating to the sale/transfer/lease of the residential and commercial units and other ancillary and incidental documents, papers, forms and deeds in connection therewith under the Registration Act, 1908.
- For the better doing, performing and executing of the aforesaid duties, powers and authorities, we hereby further grant unto the Attorneys full power and authority to do all such things and to execute all or any of the powers and authorities and to do all such things, things, things under the special power of Attorney and to do such things, things, things from time to time as they think fit and/or proper subject to terms stated therein.



क.ल.न. ५
 दस्त क्र. २०२२
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AND GENERALLY to do all such things, matters or things relating to the execution and registration of the Agreements to Sell/Agreements to Acquire/Registration Agreements to Sell/Lease and License Agreements/Lease Deeds/Deeds of Rectification or Consolidation or Confirmation relating to the sale/transfer/lease of the residential and commercial units and other ancillary and incidental documents, papers, forms and deeds in connection therewith.

- Attorneys and Managers of the Companies mentioned herein
- | S.No. | Name | Signature | Photograph |
|-------|----------------------|-----------|------------|
| 1. | Mr. Suranjan Bhat | | |
| 2. | Mr. Parvath Mehta | | |
| 3. | Mr. Laxman Chaudhary | | |
| 4. | Mr. Manish Aggarwal | | |
| 5. | Mr. Shilpa Jain | | |

20/08/2024
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LODHA
 BANGOR & BETHEN LAKE

RESOLVED COPY OF THE RESOLUTIONS PASSED BY THE BOARD OF DIRECTORS OF PALAVA DWELLERS PRIVATE LIMITED FROM COMPANY AT ITS MEETING HELD ON 27.08.2024 AT LODHA EXCELLEN APOLLO HILLS COMPOUND, 48, JUBIN ROAD, BANALAKHE, MUMBAI - 400 071.

RESOLVED THAT the said Board of Directors of the Company, in its meeting held on 27.08.2024, has resolved to authorize Mr. Suranjan Bhat, Mr. Parvath Mehta, Mr. Laxman Chaudhary, Mr. Manish Aggarwal and Mr. Shilpa Jain, its authorized signatories, to execute, sign, seal, stamp and deliver to the Registrar of Companies, Mumbai, all such documents, papers, forms and deeds as may be required in connection with the registration of the Agreements to Sell, Agreements to Acquire, Registration Agreements to Sell, Lease and License Agreements, Lease Deeds, Deeds of Rectification or Consolidation or Confirmation relating to the sale/transfer/lease of the residential and commercial units and other ancillary and incidental documents, papers, forms and deeds in connection therewith.

Certified True Copy For Palava Dwellers Private Limited
 Director
 DIN 0144381
 Date: 27th Aug, 2024

20/08/2024
 2024



other ancillary and incidental documents, papers, forms and deeds in connection with such Agreements to Sell/Agreements to Acquire/Registration Agreements to Sell/Lease and License Agreements/Lease Deeds/Deeds of Rectification or Consolidation or Confirmation relating to the sale/transfer/lease of the residential and commercial units and other ancillary and incidental documents, papers, forms and deeds in connection therewith.

PROVIDED that notwithstanding anything herein before contained, the said Attorneys shall always be liable and shall be deemed to be liable for the execution of the aforesaid duties, powers and authorities and to do all such things, things, things under the special power of Attorney and to do such things, things, things from time to time as they think fit and/or proper subject to terms stated therein.

IN WITNESS WHEREOF the said Companies have hereunto set and subscribed their respective seals to this Power of Attorney on this 27th day of August 2024.

- RESOLVED AND APPROVED BY THE WRITING MEMBERS
- BY THE WRITING MEMBERS
 PALAVA DWELLERS PRIVATE LIMITED
 Through its Director
 MS. SHILPA JAIN
 In the presence of
- BY THE WRITING MEMBERS
 PALAVA DWELLERS PRIVATE LIMITED
 Through its Director
 MS. SHILPA JAIN
 In the presence of

20/08/2024
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4. Mr. Jay Vallabh
 1. Mr. Suranjan Bhat



20/08/2024
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LODHA
 BANGOR & BETHEN LAKE

RESOLVED COPY OF THE RESOLUTIONS PASSED BY THE BOARD OF DIRECTORS OF PALAVA DWELLERS PRIVATE LIMITED FROM COMPANY AT ITS MEETING HELD ON 27.08.2024 AT LODHA EXCELLEN APOLLO HILLS COMPOUND, 48, JUBIN ROAD, BANALAKHE, MUMBAI - 400 071.

RESOLVED THAT the said Board of Directors of the Company, in its meeting held on 27.08.2024, has resolved to authorize Mr. Suranjan Bhat, Mr. Parvath Mehta, Mr. Laxman Chaudhary, Mr. Manish Aggarwal and Mr. Shilpa Jain, its authorized signatories, to execute, sign, seal, stamp and deliver to the Registrar of Companies, Mumbai, all such documents, papers, forms and deeds as may be required in connection with the registration of the Agreements to Sell, Agreements to Acquire, Registration Agreements to Sell, Lease and License Agreements, Lease Deeds, Deeds of Rectification or Consolidation or Confirmation relating to the sale/transfer/lease of the residential and commercial units and other ancillary and incidental documents, papers, forms and deeds in connection therewith.

Certified True Copy For Palava Dwellers Private Limited
 Director
 DIN 0144381
 Date: 27th Aug, 2024


20/08/2024
 2024





GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS
 Office of the Registrar of Companies
 Erand, 1st Floor, 1st Stage, Mahadevi, India, 400002

Certificate of Incorporation pursuant to change of name
 (Pursuant to rule 29 of the Companies (Incorporation) Rules, 2011)

Corporate Identification Number (CIN) (1422004000001000000)
 I hereby certify that the name of the company has been changed from **LIONIA DEVELOPERS LIMITED** to **MACROTECH DEVELOPERS LIMITED** with effect from the date of this certificate and the company is listed as above.
 Company was originally incorporated with the name **LIONIA DEVELOPERS PRIVATE LIMITED**
 (then under the name of **Macrotech Development Private Limited**)



क.ल.न. - ५
पानको ०३/५५
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Existing Address as per record available in Register of Companies office:
MACROTECH DEVELOPERS LIMITED
 412, Floor 4, 1st Stage, Mahadevi, Erand, 1st Stage, Mahadevi, India, 400002



क.ल.न. - ५
पानको ०३/५५
२०२९



क.ल.न.-५	
दस्त क्र.०३६७	२०२२
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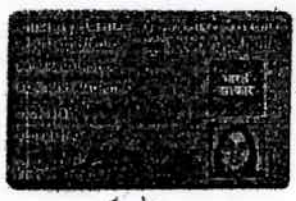
क.ल.न. - ५
पानको ०३/५५
२०२९





क.ल.न. - ५
पानको ०३/५५
२०२९


THE JOINT SUB-REGISTRAR KALYAN-S.
 क.ल.न. - ५
 दस्त क्र. ०३/५५
 २०२२






क.ल.न. - ५
पानको ०३/५५
२०२९








क.ल.न. - 

क.ल.न. - ४
 २०२१

क.ल.न. - 

दस्त क्र. ३३६० २०२२

१०१ ११०





क.ल.न. - ४
 २०२१

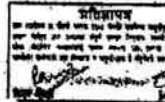




क.ल.न. - ४
 २०२१

क.ल.न. - ४
 २०२१

क्र.सं.	विवरण	दिनांक	प्रमाण
1
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10







प्र.सं. (Registration Number) (Part of sheet)

क्र.सं.	विवरण	दिनांक	प्रमाण
1
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3
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क.ल.न. - ४
 २०२१

क्र.सं.	विवरण	दिनांक	प्रमाण
1
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क.ल.न. - ४
 २०२१





संख्या सं ५
२२२७ १६/२५
२०२१



२२/१२/२१

क.ल.न.-५
दस्त क्र. ३३६६ २०२२
१०५ ११०

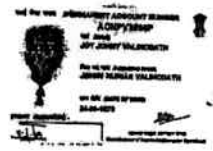


संख्या सं ५
२२२७ १६/२५
२०२१



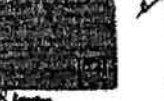
संख्या सं ५
२२२७ १६/२५
२०२१

२२/१२/२१



२२/१२/२१

संख्या सं ५
२२२७ १६/२५
२०२१



संख्या सं ५
२२२७ १६/२५
२०२१

२२/१२/२१



संख्या सं ५
२२२७ १६/२५
२०२१

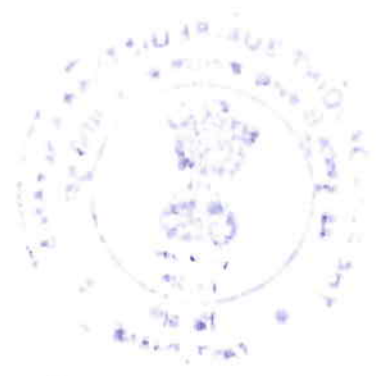


4638 7328 9833



संख्या सं ५
२२२७ १६/२५
२०२१

1955年
10月



आयकर विभाग
INCOME TAX DEPARTMENT
VINITA KUMARI MISHRA
JANMAJAY MISHRA
29/03/1988
Permanent Account Number
CPKPM7838F

भारत सरकार
GOVT. OF INDIA

Vinita

आयकर विभाग
INCOME TAX DEPARTMENT
SEEMA JAMWAL
KRISHAN SINGH RAKWAL
01/07/1960
Permanent Account Number
AYLPJ7027P

भारत सरकार
GOVT. OF INDIA

Seema

क.ल.न.-५	
वस्त क्र. ९३६०	२०२२
९००	९९०

आयकर विभाग
INCOME TAX DEPARTMENT
स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
AJXPJ9094R

भारत सरकार
GOVT. OF INDIA

नाम / Name
RAVINDER SINGH JAMWAL
पिता का नाम / Father's Name
HARDEV SINGH JAMWAL
जन्म की तिथि / Date of Birth
30/08/1981

Ravinder

THE UNION OF INDIA
MAHARASHTRA STATE MOTOR DRIVING LICENCE
Lic. No. MH01 20150534329
Valid Till 18-09-2031 (NT)
DOI 09-09-2015

Authorisation to drive following class of vehicles throughout India
COV DOI
LMV 09-06-2015
MCWG 09-10-2015

EXB 19-05-1967 BG B+

Name VIJAY GADE
S/O of HARSH
A/c/ B/1 B D D CHAWL NO-17
N M JOSHI RD
NR BAWLA MASJID MUMBAI
PIN 400013
Signature & ID of Issuing Authority MH01 2015192

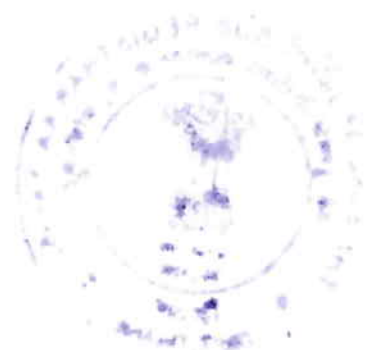
Vijay



1940

1940

1940	1940



507/9397

शुक्रवार, 01 जुलै 2022 11:18 म.पू.

दस्त गोषवारा भाग-1

कलन5

902/990

दस्त क्रमांक: 9397/2022

दस्त क्रमांक: कलन5 /9397/2022

बाजार मूल्य: रु. 63,93,200/-

मोबदला: रु. 1,14,64,052/-

भरलेले मुद्रांक शुल्क: रु.4,01,500/-

मुद्रांक शुल्क माफी असल्यास तपशिल :-

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

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

पावती:9865

पावती दिनांक: 01/07/2022

अ. क्रं. 9397 बर दि.01-07-2022

सादरकरणाचे नाव: विनिता मिश्रा --

रोजी 11:16 म.पू. वा. हजर केला.

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2200.00

पृष्ठांची संख्या: 110

एकूण: 32200.00

Vinita

दस्त हजर करणाऱ्याची सही:

Joint Sub Registrar Kalyan 5

सह. द्रव्यम निबंधक वर्ग-२

कल्याण क्र.५

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

शिक्का क्रं. 1 01 / 07 / 2022 11 : 16 : 48 AM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 01 / 07 / 2022 11 : 18 : 18 AM ची वेळ: (फी)

Joint Sub Registrar Kalyan 5

सह. द्रव्यम निबंधक वर्ग-२

कल्याण क्र.५

प्रतिज्ञा पत्र

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

Vinita
विनिता मिश्रा सहा

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लिहणारी सहा



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01/07/2022 11 21:46 AM

दस्त गोपवारा भाग-2







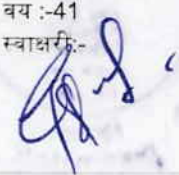


कलन5

902/990

दस्त क्रमांक:9397/2022

दस्त क्रमांक :कलन5/9397/2022

दस्ताचा प्रकार :-करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:मॅक्रोटेक डेव्हलपर्स लि. तर्फे कु.मु. सुरेन्द्रन नायर तर्फे कु. मु. राहुल बंडेकर -- 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. पॅन नंबर:AAACL1490J	लिहून घेणार वय :-42 स्वाक्षरी:- 		
2	नाव:विनिता मिश्रा -- पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: अॅड्रीयाना के 303, डाऊनटाऊन, लोढा पलावा, फेज 2, खोणी, डोंबिवली, इंडिया, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, THANE. पॅन नंबर:CPKPM7838F	लिहून घेणार वय :-34 स्वाक्षरी:- 		
3	नाव:रविंदर जमवाल -- पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: अॅड्रीयाना के 303, डाऊनटाऊन, लोढा पलावा, फेज 2, खोणी, डोंबिवली, इंडिया, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे. पॅन नंबर:AJXPJ9094R	लिहून घेणार वय :-41 स्वाक्षरी:- 		

वरील दस्तऐवज करून देणार तथाकथित करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिक्रा क्र.3 ची वेळ:01 / 07 / 2022 11 : 20 : 19 AM

ओळख:-

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

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव:सीमा जमवाल -- वय:62 पत्ता:डोंबिवली पिन कोड:421204		
2	नाव:विजय गाडे -- वय:37 पत्ता:चिंचपाडा कल्याण-पूर्व पिन कोड:421306		

शिक्रा क्र.4 ची वेळ:01 / 07 / 2022 11 : 21 : 01 AM

शिक्रा क्र.5 ची वेळ:01 / 07 / 2022 11 : 21 : 37 AM नोंदणी पुस्तक 1 मध्ये

Joint Sub Registrar Kalyan 5

सह, दुय्यम निबंधक वर्ग-२

Payment Details.

कल्याण क्र.५

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	Vinita Mishra	eChallan	69103332022062914723	MH00172900202223E	301500.00	SD	0002180600202223	01/07/2022
2		DHC		270620221363	2000	RF	2706202213630D	01/07/2022
3		DHC		300620221701	2000	RF	3006202217017D	01/07/2022
4	Vinita Mishra	eChallan		MH00172900202223E	300000	RF	0002180600202223	01/07/2022

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

प्रमाणित करण्यात येते की, सदर दस्त
क्र. ९३९७ मध्ये ११० पाने आहेत.
पुस्तक क्रमांक..... वर भोंदला
दिनांक ०१/०७/२०२२

Julh's
सह. दुय्यम निबंधक वर्ग-२
कल्याण क्र. ५

क.ल.न.-५	
दस्त क्र. ९३९७	२०२२
११०	११०

