

507/1869

Tuesday, February 04, 2025

11:34 AM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 1929 दिनांक: 04/02/2025

गावाचे नाव: मानगाव

दस्तऐवजाचा अनुक्रमांक: कलन5-1869-2025

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: यशिता योगेश प्रभू -

नोंदणी फी

₹. 30000.00

दस्त हाताळणी फी

₹. 1620.00

पृष्ठांची संख्या: 81

एकूण:

₹. 31620.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे  
11:50 AM ह्या वेळेस मिळेल.

Joint Sub Registrar Kalyan 5

प्र. सह. दुय्यम निबंधक वर्ग-२,  
कल्याण क्र. ५

बाजार मूल्य: ₹. 1623500/-

मोबदला ₹. 3367165/-

भरलेले मुद्रांक शुल्क : ₹. 152000/-

1) देयकाचा प्रकार: DHC रकम: ₹. 1620/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 0225043101640 दिनांक: 04/02/2025

बँकेचे नाव व पत्ता:

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

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH015471814202425E दिनांक: 04/02/2025

बँकेचे नाव व पत्ता:

मुद्रांक शुल्क माफी असल्यास तपशिल :-

1) The Integrated Township Project : No. Mudrank-2020/UOR-20/CR-148/M-1(Policy), Dated  
20th Jun 2023

*Shabhu*



/2025

## सूची क्र.2

दुय्यम निबंधक : सह दु.नि. कल्याण 5

दस्त क्रमांक : 1869/2025

नोंदणी :

Regn:63m

## गावाचे नाव : मानगाव

| लेखाचा प्रकार  | करारनामा   |
|--|--|
| बदला   | 3367165  |
| बाजारभाव(भाडेपट्ट्याच्या तपट्टाकार आकारणी देतो की पट्टेदार करावे)  | 1623500  |
| मापन,पोटहिस्सा व मांक(असल्यास)   | 1) पालिकेचे नाव:कल्याण-डोंबिवली इतर वर्णन :सदनिका नं: 201, माळा नं: 2 रा मजला, इमारतीचे नाव: रुबी बी बिंग क्राऊन डोंबिवली 2, ब्लॉक नं: प्रिमियर कॉलनी ग्राऊंड,डोंबिवली ईस्ट, रोड : ऑन कल्याण शील रोड, इतर माहिती: विभाग नं.52/165/1 सोबत एक टू व्हीलर पार्कींग दिनांक 05/09/2019 च्या अधिसूचनेनुसार विशेष वसाहत प्रकल्पांतर्गत प्रथम विक्रीकरारनाम्यास मु. शु. मध्ये 50% सवलत(टीपीएस 1218/स.क्र.3587/प्र.क्र.93/19/नवि-12( ( Survey Number : 65/7, 65/8B, 65/9, 65/5E, 65/5EE, 65/5F, 65/5G, 65/5H, 60/7, 60/12, 62/2, 62/3, 63/1, 63/2, 65/3C, 65/5B, 65/5C, 64/2, 65/6C, 65/6D, 65/14, 65/22 व दस्तात नमूद केल्याप्रमाणे ; ) ) |
| त्रफळ  | 1) 29.91 चौ.मीटर   |
| कारणी किंवा जुडी देण्यात असेल तेव्हा.  |  |
| दस्तऐवज करून देणा-या/लिहून ठेवणा-या काराचे नाव किंवा दिवाणी न्यायालयाचा नामा किंवा आदेश असल्यास,प्रतिवादिचे व पत्ता. | 1) नाव:-मॅक्रोटिक डेव्हलपर्स लि.तर्फे कु.मु.सुरेन्द्रन नायर तर्फे कु.मु. श्रीकांत कांबळे वय:-46; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: 412 4था मजला 17जी वर्धमान चेंबर कावसजी पटेल रोड हॉर्निमन सर्कल, फोर्ट, मुंबई, ब्लॉक नं:-, रोड नं:-, महाराष्ट्र, मुम्बई. पिन कोड:-400001 पॅन नं:-AAACL1490J  |
| दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश न्यायास,प्रतिवादिचे नाव व पत्ता      | 1): नाव:-यशिता योगेश प्रभू - वय:-40; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: सी-203, गौरू कॉम्प्लेक्स को-ऑप हाउसिंग सोसायटी एलटीडी, गणेश नगर, बावन चाळ जवळ, डोंबिवली वेस्ट, ठाणे, ब्लॉक नं:-, रोड नं:-, महाराष्ट्र, ठाणे. पिन कोड:-421202 पॅन नं:-BFDPS7974G<br>2): नाव:-योगेश केशव प्रभू - वय:-48; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: सी-203, गौरू कॉम्प्लेक्स को-ऑप हाउसिंग सोसायटी एलटीडी, गणेश नगर, बावन चाळ जवळ, डोंबिवली वेस्ट, ठाणे, ब्लॉक नं:-, रोड नं:-, महाराष्ट्र, ठाणे. पिन कोड:-421202 पॅन नं:-BGMPP4229B  |
| दस्तऐवज करून दिल्याचा दिनांक   | 04/02/2025   |
| दस्त नोंदणी केल्याचा दिनांक  | 04/02/2025   |
| अनुक्रमांक,खंड व पृष्ठ   | 1869/2025  |
| बाजारभावाप्रमाणे मुद्रांक शुल्क  | 152000   |
| बाजारभावाप्रमाणे नोंदणी शुल्क  | 30000  |
| शेरा   |  |

कु.मु.सुरेन्द्रन  
सह. दुय्यम निबंधक वर्ग-२,  
कल्याण क्र. ५

यांकरनासाठी विचारात घेतलेला तपशील:-

शुल्क आकारताना निवडलेला अनुच्छेद :-

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





**CHALLAN**  
**MTR Form Number-6**



|  |  |                   |   |                                 |   |      |
|--|--|-------------------|---|---------------------------------|---|------|
| MH015471814202425E                           |  | BARCODE           | Date                                    | 03/02/2025-11:20:20             | Form ID   | 25.2 |
| Department Inspector General Of Registration |  |                   | Payer Details                           |                                 |   |      |
| Stamp Duty                                   |  |                   | TAX ID / TAN (If Any)                   |                                 |   |      |
| of Payment                                   |  |                   | PAN No.(If Applicable)                  |                                 | AAACL1490J  |      |
| Name KLN5_KALYAN 5 JOINT SUB REGISTRAR       |  |                   | Full Name                               |                                 | Macrotech Developers Limited  |      |
| Location THANE                               |  |                   | Flat/Block No.                          |                                 | B 201 Ruby Crown Dombivli 2   |      |
| 2024-2025 One Time                           |  |                   | Premises/Building                       |                                 |   |      |
| Account Head Details                         |  | Amount In Rs.     | Road/Street                             |                                 | Premiere colony ground, On Kalyan Shil road, Dombivali E, Taluka Kalyan |      |
| 046401 Stamp Duty                            |  | 152000.00         | Area/Locality                           |                                 | Thane   |      |
| 063301 Registration Fee                      |  | 30000.00          | Town/City/District                      |                                 |   |      |
|  |  |                   | PIN                                     |                                 | कलन-५ 2 0 3   |      |
|  |  |                   | Remarks (If Any)                        |                                 | दस्ता क्र. १८६६ २०२५  |      |
|  |  |                   | PAN2=BFDPS7974G=SecondPartyName=Yashita |                                 | Yogesh  |      |
|  |  |                   | Prabhu-CA=3367165                       |                                 | २ ९   |      |
|  |  |                   | Amount In                               |                                 | One Lakh Eighty Two Thousand Rupees Only                                |      |
|  |  |                   | Words                                   |                                 | 1,82,000.00   |      |
| Payment Details                              |  |                   | BANK OF BARODA                          |                                 |   |      |
| Cheque-DD Details                            |  |                   | FOR USE IN RECEIVING BANK               |                                 |   |      |
| Cheque/DD No.                                |  | Bank CIN          | Ref. No.                                | 0200334202502030106501423436494 |   |      |
| Date of Bank                                 |  | Bank Date         | RBI Date                                | 03/02/2025-16:46:41             | Not Verified with RBI   |      |
| Name of Branch                               |  | Bank-Branch       |   | BANK OF BARODA                  |   |      |
| Address of Branch                            |  | Scroll No. , Date |   | Not Verified with Scroll        |   |      |



Department ID : Mobile No. : 9004890878  
 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.  
 हे चालन केवळ दुर्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चालन लागू नाही.

**Challan Defaced Details**

| No.                            | Remarks       | Defacement No.   | Defacement Date     | Userld | Defacement Amount  |
|--------------------------------|---------------|------------------|---------------------|--------|--------------------|
| 1                              | (iS)-507-1869 | 0008588065202425 | 04/02/2025-11:32:42 | IGR542 | 30000.00           |
| 2                              | (iS)-507-1869 | 0008588065202425 | 04/02/2025-11:32:42 | IGR542 | 152000.00          |
| <b>Total Defacement Amount</b> |               |                  |                     |        | <b>1,82,000.00</b> |

|                |      |
|----------------|------|
| कलन-५          |      |
| दस्त क्र. १८६६ | २०२५ |
| ५              | ८९   |



**AGREEMENT TO SELL**

THIS AGREEMENT TO SELL is made at Mumbai this 04<sup>th</sup> day of Feb 2025

BETWEEN:

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

AND

**Yashita Yogesh Prabhu and Yogesh Keshav Prabhu** residing / having its address at **C-203, Gauru Complex Co-op Housing Society LTD, Ganesh Nagar, Near Bawan Chawl, Dombivli West, Thane - 421202 Maharashtra India** and assessed to income tax under permanent account number (PAN) **BFDPS7974G , BGMPP4229B** 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**"

*Y. Prabhu*

*[Signature]*

*Y. Prabhu*

**WHEREAS:**

A. The Company is/shall be constructing/has constructed the Building (as defined herein) as part of the Project (as defined herein) on the Larger Property (as defined herein).

B. The chain of title of the Company to the Larger Property is at Annexure 2 (Title).

C. A copy of the Report on Title in respect of the Larger Property is at Annexure 3 (Report on Title).

D. The Company has applied for and obtained various Approvals for the development of the Building(s). The key Approvals obtained are set out at Annexure 4 (Key Approvals). Applications for further Approvals may be under consideration of the relevant Authorities and, or, the Company may obtain further approvals as may be permitted by applicable regulations.

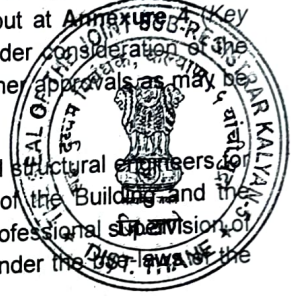
E. The Company has engaged the services of architects and structural engineers for the preparation of the design and drawings in respect of the Building and the construction of the Building shall be/has been under the professional supervision of the said architects and structural engineers as required under the 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.

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**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.

*Shobhu*

*[Signature]*

*Prabhu*

- 1.5. "Attorney" shall have the meaning ascribed to it in Clause 11.4.2(b) below.
- 1.6. "Authority" shall mean (i) any nation or government or any province, state or any other political subdivision thereof; (ii) any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any governmental authority, agency, department, board, commission or instrumentality; or (iii) any court, tribunal or arbitrator.
- 1.7. "BCAM Charges" shall mean the Building common area maintenance charges payable by the Purchaser *inter alia* for the maintenance of the Unit/ Building, but shall not include FCAM Charges.
- 1.8. "Building" shall mean the single/multi-storied buildings to be/ being constructed as part of the Project.
- 1.9. "Building Conveyance" shall have the meaning ascribed to it in Clause 14.3 below.
- 1.10. "Building Protection Deposit" shall mean the amounts specified in the Annexure 6A (Other Amounts Payable before DOP).
- 1.11. "CAM Charges" shall mean the costs related to the upkeep and maintenance of the Building/ Project/ Larger Property, payable as the BCAM charges and FCAM Charges, as set out in Annexure 6A.

1.12. "CAM Commencement Date" shall mean the day from which the Purchaser will be required to pay BCAM Charges and FCAM Charges (if applicable) and will be the first day of the immediately succeeding month after the Date of Offer of Possession regardless of whether/when the Purchaser takes possession of the Unit.

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1.13. "Cancellation Deed" shall have the meaning ascribed to it in Clause 11.4.2(a) below.

1.14. "Car Parking Spaces" shall mean a location where a 4 wheel passenger vehicle can be parked. Car Parking Spaces includes open / stilt / covered parking spaces and may be located in the basement, car park (including multi-level car park), podium etc. Shortest walking distance between the Building entrance lobby and entry location where car is parked shall not exceed 750 meters.



1.15. "Carpet Area" shall mean the net usable area of the Unit including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/ verandah/ open terrace area or any exclusive open terrace area. Carpet area is calculated prior to application of any finishes (i.e. on bare shell basis). Carpet area is subject to tolerance of (+/-) 3% (three per cent) on account of structural, design and construction variances. In case of any dispute on the measurement of Carpet Area, the same shall be physically measured after removing all finishes that have been applied/fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Carpet Area.

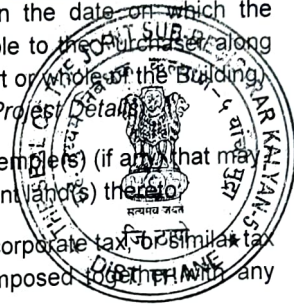
1.16. "Cheque Bouncing Charges" shall mean the charges payable by either Party to this Agreement on account of a cheque issued pursuant to this Agreement is not honoured for any reason, whatsoever, including 'insufficient funds', 'stop payment' or 'account closed', and shall mean an amount equivalent to 2.5% (two point five per cent) of the value of the cheque in question. If the amount of the said cheque and the Cheque Bouncing Charges thereto are not paid within a period of 30 (thirty) days from the date the cheque is not cleared in the first instance, the Cheque Bouncing Charges shall increase to 5% (five per cent) of the value of the cheque issued.

*Prabhu*

*Prabhu*

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

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| <b>कलन-६</b>  |      |
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- 1.28. "**Federation Conveyance**" shall have the meaning ascribed to it in Clause 14.4 below.
- 1.29. "**FEMA**" mean the Foreign Exchange Management Act, 1999.
- 1.30. "**FMC**" shall mean the facility management company which shall be responsible for maintenance and upkeep of the Common Area and Amenities of the Building/ Project..
- 1.31. "**Force Majeure**" shall mean an event of flood, fire, cyclone, earthquake, widespread disease, any other calamity caused by nature, any order of government which affects the ability of the Company to carry out works / raise moneys / get approvals.
- 1.32. "**FSI Free Constructed Spaces**" shall have the meaning ascribed to it in Clause 15.15 below.
- 1.33. "**Indirect Tax**" or "**Indirect Taxes**" means goods and services tax, service tax, value added tax, sales tax, stamp duty, customs and import duties, levy, impost, octroi, and, or, duty of any nature, whatsoever, whenever imposed and, or, levied, by any Authority, together with any interest and penalties in relation thereto, excluding any Direct Tax.
- 1.34. "**Interest**" shall mean simple interest at State Bank of India's (**SBI**) highest Marginal Cost of Lending Rate ("**MCLR**") + 2% (two per cent) per annum. The MCLR shall be taken as applicable on 1<sup>st</sup> (first) day of each quarter (1<sup>st</sup> January, 1<sup>st</sup> April, 1<sup>st</sup> July, 1<sup>st</sup> October) and the same shall be deemed to be the applicable MCLR for the said quarter. Provided further that if SBI MCLR is no longer in use, MCLR will be replaced by equivalent benchmark rate used by SBI.

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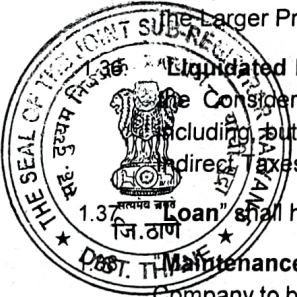
"**Larger Property**" means the land with details as described in **Annexure 1** (Description of Larger Property). For clarity, there may be land parcels which may be added to / be reduced from the Larger Property, from time to time. For further clarity, there may be other building(s) and/or project(s) which will be constructed on the Larger Property.

"**Liquidated Damages**" shall mean an amount equivalent to 10% (ten per cent) of the Consideration Value and all other amounts payable under this Agreement, including but not limited to, Other Charges, Maintenance Related Amounts and all indirect taxes thereto.

1.37. "**Loan**" shall have the meaning ascribed to it in Clause 7.1 below.

"**Maintenance Related Amounts**" shall include the amounts collected by the Company to be utilized towards the management of the affairs of the Building and/or the Larger Property including but not limited to BCAM Charges, Property Tax and Building Protection Deposit. An indicative list of Maintenance Related Amounts is at **Annexure 6A**.

- 1.39. "**Net Area**" shall mean the aggregate of the Carpet Area and the EBVT Area.
- 1.40. "**OC**" shall have the meaning ascribed to it in Clause 10.3 below.
- 1.41. "**Possession Demand Letter**" shall have the meaning ascribed to it in Clause 10.2 below.
- 1.42. "**Project**" shall mean the project with RERA registration number as stated in **Annexure 6** (Unit and Project Details) and with details as available with the concerned RERA authority (including current and proposed parts of the project). The



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

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

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

1.45. "Refund Amount" shall mean:

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

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

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

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

1.46. "Other Charges" shall include all expenses shall include all expenses related to government, utility and infrastructure charges, more particularly stated in Annexure 6A.

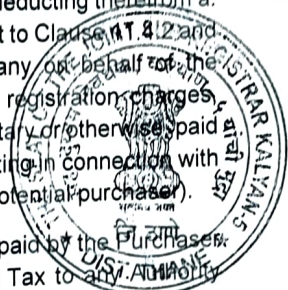
1.47. "RERA" shall mean the Real Estate (Regulation and Development) Act, 2016 and the rules / regulations framed by the relevant State Government thereunder and any amendments thereto and / or the rules / regulations.

1.48. "Service Providers" shall have the meaning ascribed to it in Clause 15.15 below.

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

1.50. "Structural Defects" shall mean any defect related to the load bearing structure of the Building and water proofing. It is further clarified that this shall not include any

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

1.51. "Taxes" shall mean and include Direct Tax and Indirect Tax.

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

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

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

"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 shared) annexed as Annexure 5 (Floor Plan) hereunder.

#### RULES FOR INTERPRETATION

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

- a. Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
- b. All statutory instruments or orders made pursuant to a statutory provision; and
- c. Any statutory provision of which these statutory provisions are a consolidation, re-enactment or modification.

2.2. Words denoting the singular shall include the plural and words denoting any gender shall include all genders.

2.3. Headings to Clauses, Sub-Clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the schedules, and shall be ignored in construing the same.

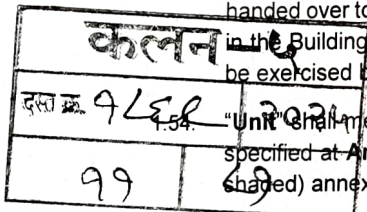
2.4. References to recitals, clauses or schedules are, unless the context otherwise requires, are references to recitals, to clauses of or schedules to this Agreement.

2.5. Reference to days, months and years are to Gregorian days, months and calendar years respectively.

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2.6. Any reference to the words "hereof," "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to clauses or schedules of this Agreement as specified therein.

2.7. The words "include" and "including" are to be construed without limitation.

2.8. Any reference to the masculine, the feminine and the neutral shall include each other.

2.9. In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a working day, then the period shall include the next following working day.

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

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

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

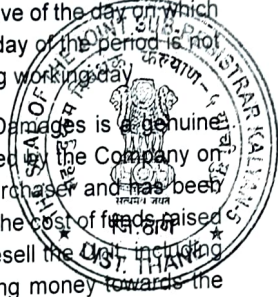
2.13. All references in this Agreement to the term 'Date of Offer of Possession' / 'DOP' shall be read and construed as reference to 'Extended DOP', if and as applicable.

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

2.15. Applicability of clauses: In the event the OC has been received by the Company before the execution of this Agreement:

- a. Clause 1.44 (Purchaser's Notice of Termination), Clause 1.45.2 (Refund Amount), Clause 11.2.3 (Prolonged Stoppage of Construction), Clause 11.3 (Purchaser's Right to Terminate) shall not be applicable to the Parties and deemed to be deleted under this Agreement;

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

### 3. DISCLOSURES AND TITLE -

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

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|       | a. Nature of the Company's right, title and encumbrances, if any; |
| कलम-6 | b. The Approvals (current and future);                            |
| 968   | c. The drawings, plans and specifications; and                    |
| 93    | d. Nature and particulars of fixtures, fittings and amenities.    |

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

### AGREEMENT TO SELL AND CONSIDERATION

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

- 4.2. The Consideration Value shall be paid by the Purchaser to the Company from time to time in the manner more particularly described at Annexure 6 (*Unit and Project Details*). The Purchaser shall be responsible for ensuring that payment of each installment is made within 14 (fourteen) days of the demand for the said installment being made by the Company. Payment shall be deemed to have been made when credit is received for the same by the Company in its account.

### 4A. OTHER AMOUNTS PAYABLE

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

*Shabhu*

*[Signature]*

*[Signature]*

**4B. TERMS OF PAYMENT**

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

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

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

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



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

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

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

**5. CONSTRUCTION AND DEVELOPMENT**

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# Maharashtra Real Estate Regulatory Authority

## REGISTRATION CERTIFICATE OF PROJECT

FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number :  
PS1700049154

Project: **Crown Dombivli 2, Plot Bearing / CTS / Survey / Final Plot No.:**  
65/7, 65/8B, 65/9, 65/5E, 65/5EE, 65/5F, 65/5G, 65/5H, 60/7, 60/12, 62/2, 62/3, 63/1, 63/2, 65/3C, 65/5B, 65/5C, 64/2, 65/6C, 65/6D, 65/14, 65/22  
at **Mangaon, Kalyan, Thane, 421203;**

1. **Macrotech Developers Limited** having its registered office / principal place of business at **Tehsil: Mumbai City, District: Mumbai City, Pin: 400001.**

2. This registration is granted subject to the following conditions, namely:-

- The promoter shall enter into an agreement for sale with the allottees;
- The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
- The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;

OR

That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

- The Registration shall be valid for a period commencing from **01/02/2023** and ending with **31/12/2028** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- That the promoter shall take all the pending approvals from the competent authorities

3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

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Signature valid  
Digitally Signed by  
Dr. Vasanti Premanand Prabhu  
(Secretary, MahaRERA)  
Date: 06-03-2023 12:38:16

Dated: 06/03/2023

Place: Mumbai



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

