

507/1033

Sunday, January 19, 2025

1:58 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 1072 दिनांक: 19/01/2025

गावाचे नाव: खोणी

दस्तऐवजाचा अनुक्रमांक: कलन5-1033-2025

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: श्यामसुंदर सोमई यादव -

नोंदणी फी

दस्त हाताळणी फी

पृष्ठांची संख्या: 82

रु. 30000.00

रु. 1640.00

एकूण:

रु. 31640.00

आपणाम मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे  
2:16 PM ह्या वेळेस मिळेल.

Joint Sub Registrar Kalyan 5  
सह. दुय्यम निबंधक वर्ग-२,  
कल्याण क्र. ५

बाजार मूल्य: रु. 1683000/-

मोबदला रु. 3171836/-

भरलेले मुद्रांक शुल्क : रु. 111500/-

1) देयकाचा प्रकार: DHC रकम: रु. 1640/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0125184610412 दिनांक: 19/01/2025

बँकेचे नाव व पत्ता:

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

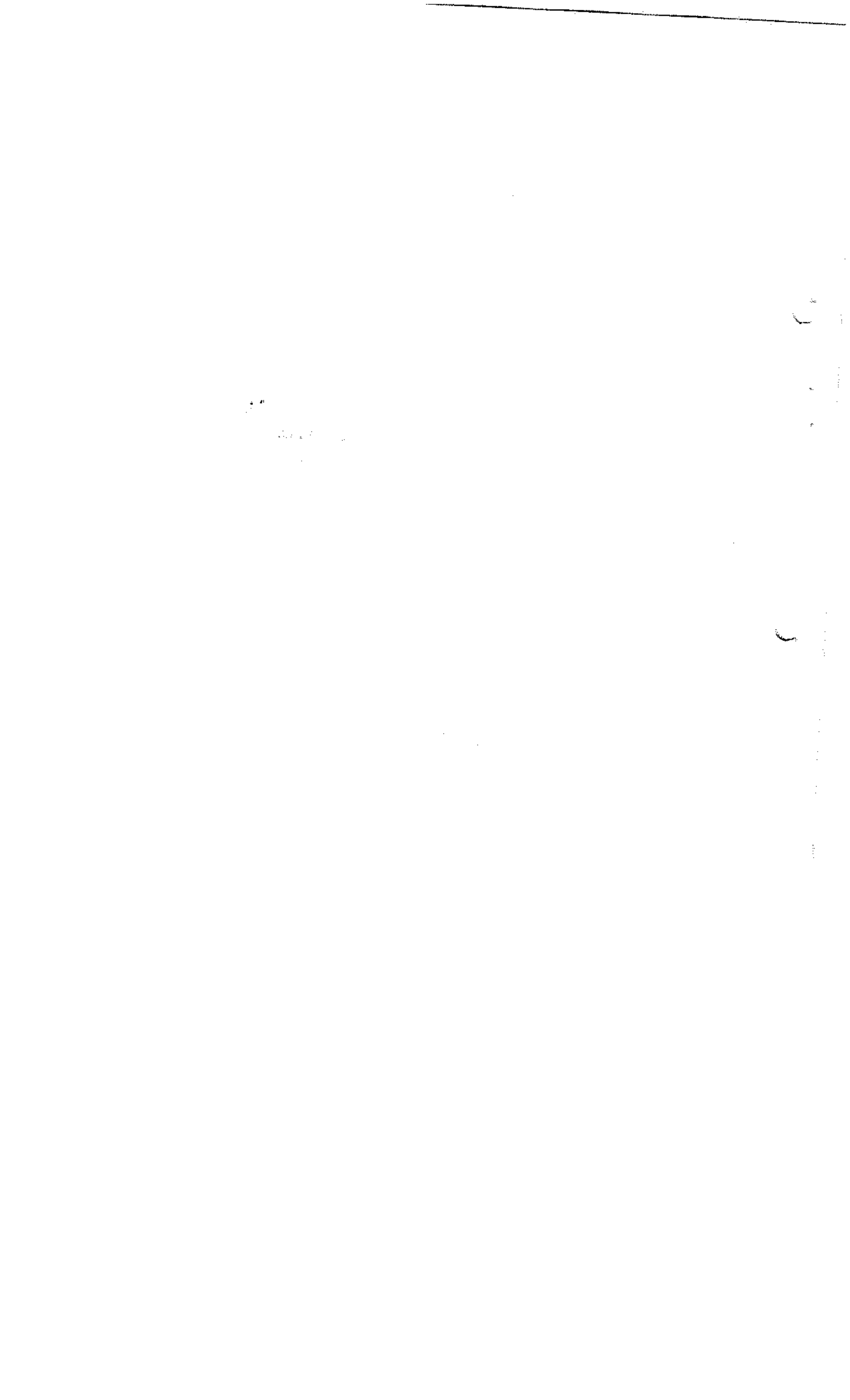
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH014395207202425E दिनांक: 19/01/2025

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

पुढील





## सूची क्र.2

दुय्यम निबंधक : सह दु.नि. कल्याण 5

19/01/2025

दस्त क्रमांक : 1033/2025

नोदणी :

Regn:63m

### गावाचे नाव : खोणी

(1)विलेखाचा प्रकार	करारनामा
(2)मोबदला	3171836
(3) बाजारभाव(भाडेपट्टयाच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे)	1683000
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव: ठाणे इतर वर्णन :, इतर माहिती: सदनिका नं-111,माळा नं- 1ला मजला,विंग-सी,इमारतीचे नाव-विंग सी विंग डी,प्रोजेक्टचे नाव- तुलिप,प्रोजेक्ट चा पत्ता- तळोजा बायपास रोड डोंबिवली पूर्व ठाणे विभाग नं.27.4 सोबत एक 2 व्हीलर पार्किंग दिनांक 26/12/2016 च्या अधिसूचनेनुसार विशेष वसाहत प्रकल्पांतर्गत प्रथम विक्रीकरारनाम्यास म्.शु. मध्ये 50% सबलत(टीपीएस 1816/प्र.क्र.368/15/20(4)नवि-13( ( Survey Number : 55/2A Part,55/3 Part,139/1 Part व दस्तात नमूद केल्याप्रमाणे ; )
(5) क्षेत्रफळ	1) 29.91 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. 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
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-श्यामसुंदर सोमई यादव - वय:-38; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: ए-30, 26, यशवंतराव चव्हाण नगर, एकता सेवा समिती, जी एम लिंक रोड, जे जे भोंसले मार्ग, मानखुर्द, मुंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुम्बई. पिन कोड:-400043 पॅन नं:-ABYPY6700E 2): नाव:-मुशिला श्यामसुंदर यादव वय:-33; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: ए-30, 26, यशवंतराव चव्हाण नगर, एकता सेवा समिती, जी एम लिंक रोड, जे जे भोंसले मार्ग, मानखुर्द, मुंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुम्बई. पिन कोड:-400043 पॅन नं:-ALPPY3905J
(9) दस्तऐवज करून दिल्याचा दिनांक	19/01/2025
(10)दस्त नोंदणी केल्याचा दिनांक	19/01/2025
(11)अनुक्रमांक,खंड व पृष्ठ	1033/2025
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	111500
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

*Kalopg*  
सह. दुय्यम निबंधक वर्ग-२,  
कल्याण क्र. ५

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	Macrotech Developers Limited	eChallan	02003942025011701047	MH014395207202425E	111500.00	SD	0008048124202425	19/01/2025
2		DHC		0125184610412	1640	RF	0125184610412D	19/01/2025
3	Macrotech Developers Limited	eChallan		MH014395207202425E	30000	RF	0008048124202425	19/01/2025

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

मूल्यांकन पत्रक ( प्रभाव क्षेत्र - बांधीव )		19 January 2025,12:37:31 PM
Valuation ID	20250119296	
मूल्यांकनाचे वर्ष	2024	
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 -	32.901 चौ. मीटर	मिळकतीचा वापर - निवासी सदनिका
बांधकामाचे वर्गीकरण -	1-आर सी सी	मिळकतीचे वय - 0 TO 2वर्षे
उद्दवाहन सुविधा -	आहे	मजला - 1st To 4th Floor
Sale Type - First Sale		मिळकतीचा प्रकार - बांधीव
Sale/Resale of built up Property constructed after circular dt.02/01/2018		मूल्यदर/बांधकामाचा दर- Rs.49350/-
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 ,19 , 18	
A)	मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र = 49350 * 32.901 = Rs.1623664.35/-
B)	खुल्या जमिनीवरील वाहन तळाचे क्षेत्र खुल्या जमिनीवरील वाहन तळाचे मूल्य	3 चौ. मीटर = 3 * (49350 * 40/100 ) = Rs.59220/-
एकत्रित अंतिम मूल्य		= मुख्य मिळकतीचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + लगतच्या गच्चीचे मूल्य/खुली बाल्कनी + वरील गच्चीचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + तळघराचे मूल्य + मेझनाईन मजला क्षेत्र मूल्य + बंदिस्त बाल्कनी + स्वयंचलित वाहनतळ = A + B + C + D + E + F + G + H + I + J = 1623664.35 + 59220 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 = Rs.1682884/- = २ सोळा लाख ब्याऐंशी हजार आठ शे चौऱ्याऐंशी /-

Home

Print

कलन-५	
दस्त क्र. 9033	2024
9	८२



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CHALLAN  
MTR Form Number-6



GRN	MH014395207202425E	BARCODE			Date	15/01/2025-17:44:09	Form ID	25.2
Department					Inspector General Of Registration			
Type of Payment					Stamp Duty			
Office Name					KLN5_KALYAN 5 JOINT SUB REGISTRAR			
Location					THANE			
Year					2024-2025 One Time			
Account Head Details			Amount In Rs.		Premises/Building			
0030046401 Stamp Duty			111500.00		Road/Street			
0030063301 Registration Fee			30000.00		Area/Locality			
					Town/City/District			
					PIN			
Remarks (If Any)					Somai			
PAN2=ABYPY6700					E-SecondPartyName=Ghyamsunder			
Yadav-CA=3171836								
Total					1,41,500.00			
Amount In					One Lakh Forty One Thousand Five Hundred Rupees On			
Words					ly			
Payment Details					BANK OF BARODA			
Cheque-DD Details					FOR USE IN RECEIVING BANK			
Cheque/DD No.					Bank CIN Ref. No. 0200894202504170104 1421157021			
Name of Bank					Bank Date RBI Date 17/01/2025-16:45:13 Not Verified with RBI			
Name of Branch					Bank-Branch BANK OF BARODA			
					Scroll No. , Date Not Verified with Scroll			

कलन-6  
दस्त क्र. 9033 2024  
E-SecondPartyName=Ghyamsunder  
2 12



Department ID : Mobile No. : 9833704210  
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.  
सदर चलन केवल दुर्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userld	Defacement Amount
1	(iS)-507-1033	0008048124202425	19/01/2025-13:58:36	IGR542	30000.00
2	(iS)-507-1033	0008048124202425	19/01/2025-13:58:36	IGR542	111500.00
Total Defacement Amount					1,41,500.00



r

r



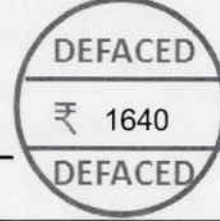


**D**ocument **H**andling **C**harges  
Inspector General of Registration & Stamps

### Receipt of Document Handling Charges

PRN	0125184610412	Receipt Date	19/01/2025
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Received from mdl, Mobile number 0000000000, an amount of Rs.1640/-, towards Document Handling Charges for the Document to be registered on Document No. 1033 dated 19/01/2025 at the Sub Registrar office Joint S.R.Kalyan 5 of the District Thane.



### Payment Details

Bank Name	IBKL	Payment Date	18/01/2025
Bank CIN	10004152025011809884	REF No.	2950604416
Deface No	0125184610412D	Deface Date	19/01/2025

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

कलन-५	
दस्त क्र. १०३३	२०२५
३	८२







CHALLAN  
MTR Form Number-6



GRN	MH014395207202425E	BARCODE			Date	15/01/2025-17:44:09	Form ID	25.2
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Stamp Duty			TAX ID / TAN (If Any)				
				PAN No.(If Applicable)	AAACL1490J			
Office Name	KLN5_KALYAN 5 JOINT SUB REGISTRAR			Full Name	Macrotech Developers Limited			
Location	THANE							
Year	2024-2025 One Time			Flat/Block No.	C 111 Tulip			
Account Head Details	Amount In Rs.		Premises/Building					
0030046401 Stamp Duty	111500.00		Road/Street					
0030063301 Registration Fee	30000.00		Area/Locality					
			Town/City/District					
			PIN					
			Remarks (If Any)					
			PAN2=ABYPY6700E-Second Party Name=Shyam under Somai					
			Yadav-CA=3171836					
			Amount In					
			Words					
Total	1,41,500.00		One Lakh Forty One Thousand Four Hundred Rupees Only					
Payment Details	BANK OF BARODA			FOR USE IN RECEIVING BANK				
Cheque-DD Details				Bank CIN	Ref. No.	02003942025011701047 1421157021		
Cheque/DD No.				Bank Date	RBI Date	17/01/2025-16:45:13 Not Verified with RBI		
Name of Bank				Bank-Branch	BANK OF BARODA			
Name of Branch				Scroll No. , Date	Not Verified with Scroll			

Department ID :

Mobile No. :

9833704210

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 दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

THE UNIVERSITY OF CHICAGO  
LIBRARY



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कलम - ५	
दस्त क्र. १०३३	२०२५
५	८२



#### AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made at Mumbai this 19<sup>th</sup> day of Jan 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

**Shyamsunder Somai Yadav** and **Sushila Shyamsunder Yadav** residing / having its address at **A-30 , 26, Yeshwantrao Chavan Nagar, Ekta Seva Samiti, G M Link Road, J J Bhonsle Marg, Mankhurd, Mumbai 400043 Maharashtra India** and assessed to income tax under permanent account number (PAN) **ABYPY6700E , ALPPY3905J** 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**"

*Shyamsunder*      *✍*      *Sushila*



कलन-६	
दस्ता क्र. १०३३	२०२३

**WHEREAS:**

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

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

1. **DEFINITIONS –**

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

Pundar

✍

सुशीला

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

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

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

1.14. "Car Parking Spaces" shall mean a location where a 4 wheel passenger vehicle can be parked. Car Parking Spaces includes open / stilt / covered parking spaces and 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 to location where car is parked shall not exceed 750 meters.

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

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

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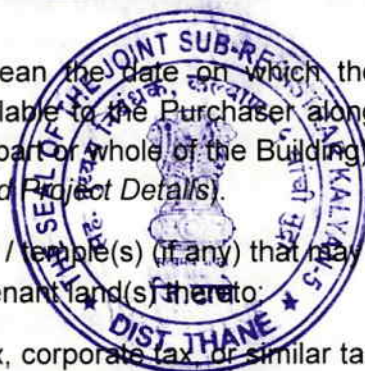
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- 1.17. "Club" shall mean any recreation facility constructed for the use of the purchasers of units in the Project or the Larger Property.
- 1.18. "Common Areas and Amenities" shall mean the common areas and amenities as are available to and /or in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

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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.
- 1.35. "**Larger Property**" means the land with details as described in **Annexure 1** (*Description of Larger Property*). For clarity, there may be land parcels which may be added to / be reduced from the Larger Property, from time to time. For further clarity, there may be other building(s) and/or project(s) which will be constructed on the Larger Property.
- 1.36. "**Liquidated Damages**" shall mean an amount equivalent to 10% (ten per cent) of the Consideration Value and all other amounts payable under this Agreement, including, but not limited to, Other Charges, Maintenance Related Amounts and all Indirect Taxes thereto.
- 1.37. "**Loan**" shall have the meaning ascribed to it in Clause 7.1 below.
- 1.38. "**Maintenance Related Amounts**" shall include the amounts collected by the Company to be utilized towards the management of the affairs of the Building and/or the Larger Property including but not limited to BCAM Charges, Property Tax and Building Protection Deposit. An indicative list of Maintenance Related Amounts is at **Annexure 6A**.
- 1.39. "**Net Area**" shall mean the aggregate of the Carpet Area and the EBVT Area.
- 1.40. "**OC**" shall have the meaning ascribed to it in Clause 10.3 below.
- 1.41. "**Possession Demand Letter**" shall have the meaning ascribed to it in Clause 10.2 below.
- 1.42. "**Project**" shall mean the project with RERA registration number as stated in **Annexure 6** (*Unit and Project Details*) and with details as available with the concerned RERA authority (including current and proposed parts of the project). The

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

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

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

1.45. "Refund Amount" shall mean:

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

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

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

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

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

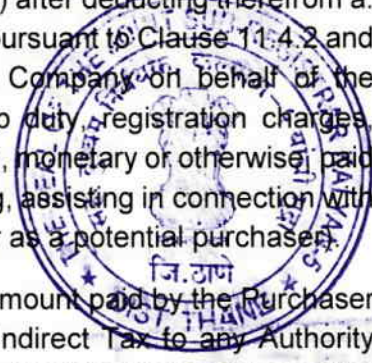
1.47. "RERA" shall mean the Real Estate (Regulation and Development) Act, 2016 and the rules / regulations framed by the relevant State Government thereunder and any amendments thereto and / or the rules / regulations.

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

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

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

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

- 1.51. "Taxes" shall mean and include Direct Tax and Indirect Tax.
- 1.52. "Transfer" shall mean the sale, transfer, assignment, directly or indirectly, to any third party of:
- the Unit or any part of the right, title or interest therein; and, or,
  - the benefit of this Agreement; and, or,
  - in case the Purchaser is a company, directly or indirectly, the change in (i) control and, or; management; and, or, (ii) shareholding constituting more than 25% (twenty five per cent) of the voting rights and, or, economic interest;
  - in case the Purchaser is a partnership firm or limited liability partnership, the change in constitution thereof.

The term "Transfer" shall be construed liberally. It is however, clarified that Transfer in favour of: (i) a Relative (as defined under the Companies Act, 2013); or (ii) a holding/subsidiary company (subject to Sub-Clause (c)(ii) above) shall not constitute a Transfer of the Unit.

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

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

#### RULES FOR INTERPRETATION

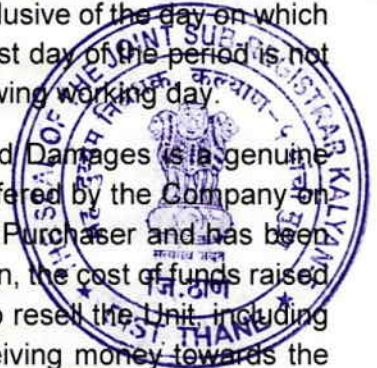
All references in this Agreement to statutory provisions shall be construed as meaning and including references to:

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

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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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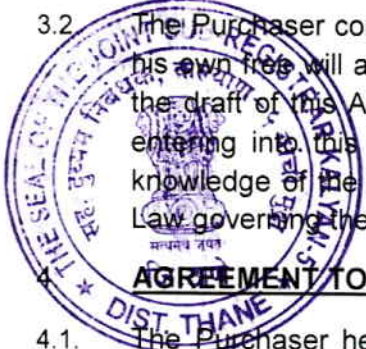
- b. The reference to the term 'On termination of this Agreement by either Party in accordance with the provisions of this Clause 11' under Clause 11.4.1. shall be read and construed as 'On termination of this Agreement by the Company in accordance with the provisions of this Clause 11';
- c. All the 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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9033	b	The Approvals (current and future);
93	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.



### 4. AGREEMENT TO SELL AND CONSIDERATION

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

### 4A. OTHER AMOUNTS PAYABLE

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

#### 4B. TERMS OF PAYMENT

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

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

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



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

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

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

#### 5. CONSTRUCTION AND DEVELOPMENT

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- 5.1. The Company shall, subject to the terms hereof, construct/has constructed the Building in accordance with the Approvals and, or, plans and amendments thereto as approved by the relevant Authorities.
- 5.2. The Purchaser is aware that while the Company has obtained some of the Approvals, certain other Approvals (or amendments to current Approvals) may be received from time to time. Having regard to the above position, the Purchaser has entered into this Agreement without any objection or demur and agrees not to raise and waives his right to raise any objection, in that regard.
- 5.3. Subject to the remaining provisions of this clause, the Parties agree that the Company may make amendments to the plans or layouts of the Building and the Project as required for the execution of the Project or as may be directed by the competent Authorities. This may include any change wherein the Company, if permitted by the relevant Authorities, transferring the construction permissible on the Larger Property to any other property or transferring to the Larger Property the construction permissible on any other property at any time prior to conveyance of the Larger Property to the Federation/ Ultimate Organization. The Purchaser gives his consent for such changes, provided such changes shall not result in change in location of the Unit (with respect to its direction on a given floor), lowering of the Unit (with respect to its height above ground) or reduction in the Net Area more than 3% (three per cent) of the Net Area. In case a change is proposed which adversely impact any of the aforesaid factors, separate written consent shall be obtained from the Purchaser.

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



#### 6. SECURITIZATION -

- 6.1. The Purchaser hereby agrees and acknowledges that the Company shall, at all times, have the absolute, unconditional and unfettered right to sell, assign, transfer, securitize, dispose-off, utilise or deal with the Consideration Value and other amounts payable under this Agreement, including, but not limited to, Other Charges, or any part/ portion thereof (whether or not the Company is in full receipt of the same as of a particular date), in the manner that the Company may, in its sole and absolute discretion, deem fit. The Purchaser hereby further agrees and acknowledges that the Company may, from time to time, raise finance through any instrument, modes, avenues, options or markets available to the Company, whether in India or worldwide, as permissible under Applicable Law, which may include but not be limited to, procuring such financing from; any private or public institution; issuance of a security, bond, or any instrument, of any nature whatsoever, debt or equity, including redeemable or convertible (fully or partially or optionally) or non-convertible, in the primary / secondary market (whether through private placement or by way of a public offer); from any financial institutions, banks, funds and, or, any other vehicle, instrumentality, entity, body corporate or person, onshore or offshore, as the case may be. Accordingly, the Purchaser hereby grants his irrevocable consent to the Company to sell, assign, transfer, securitize, dispose-off, utilise or

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

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

7. **LOANS AGAINST THE UNIT**

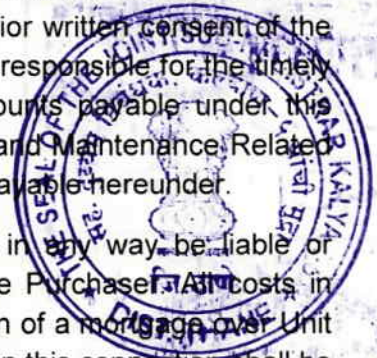
- 7.1. The Parties agree that notwithstanding any loan or financial assistance availed or to be availed by the Purchaser in connection with the payments to be made pursuant to this Agreement ("**Loan**") and any mortgage created or to be created over the Unit in connection with such Loan (which shall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

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

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

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

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

8. **CAR PARKING**

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

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

9. **REGISTRATION**

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

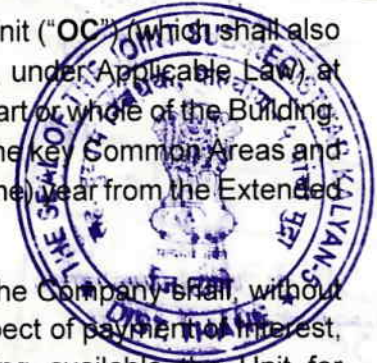
10. **POSSESSION**

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

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 amount 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.

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10.3. The Company shall obtain occupation certificate for the Unit ("**OC**") (which shall also be deemed to be the Completion Certificate, if required, under Applicable Law) at any time prior to the Extended DOP. The OC may be for part or whole of the Building. Further, the Company shall endeavor to make available the key Common Areas and Amenities in respect of the Building within a period of 1 (one) year from the Extended DOP.



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

- 10.4.1. War, civil commotion or act of God;
- 10.4.2. Any notice, order, rule or notification of the Government and/or any other public or competent Authority/ court.

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

**11. TERMINATION**

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

**Company's Right to Terminate**

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

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

*Signature*      *Signature*

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

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

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

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

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

**Purchaser's Right to Terminate:**

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

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

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

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

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

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

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#### 11.4.2. Cancellation Deed

- (a) Upon termination, the Purchaser shall execute a cancellation deed in the format specified by the Company ("**Cancellation Deed**") and such other documents as may be required for cancellation of the Units and be required to register the same as per the timelines specified by the Company and undertake all actions as may be required to give effect to this provision.

- (b) To give effect to this provision of Clause 11.4.2(a) above, the Purchaser hereby irrevocably nominates, constitutes and appoints Mr. Surendran Nair, Mr. Rahul Wandeekar and Mr. Pandhari Kesarkar, jointly and/or severally, whose signatures are annexed hereto in **Annexure "10"**, (hereinafter referred to as, the "**Attorney**") to be his/her/its true and lawful Attorney to act for and on behalf of the Purchaser and in the name of the Purchaser, for doing all or any of the acts, deeds, matters and things pertaining to cancellation of the Unit and incidental matters thereto and to undertake any of the following actions on behalf of the Purchaser:

- To execute all such documents as may be required for cancellation of the Unit, including, but not limited to, execution of the Cancellation Deed;
- To appear before and deal with the concerned Sub-Registrar of Assurances for the purpose of registration of the cancellation deed, affidavits, confirmation deeds and all other ancillary documents executed in respect of cancellation of the Unit upon the same being duly registered; and
- To undertake all actions as may be required to give effect to this Clause.

- (c) Without prejudice to the provisions of Clause 11.4.2(b) above, in the event the Purchaser fails to personally appear for the execution and/or registration of the Cancellation Deed upon 7 days' notice being given for the same by the Company, then the Purchaser shall be obliged to pay a 'non co-operation charge' of an amount equivalent to 5% percentage of the Consideration Value under this Agreement and the same shall be reduced from the Refund Amount.

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

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

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

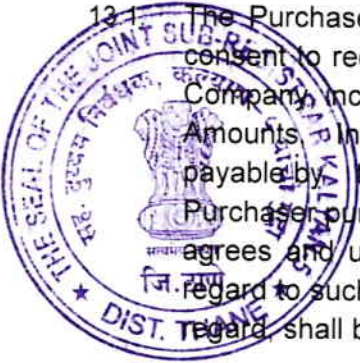
12. **DEFECT LIABILITY**

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

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13. **SET OFF / ADJUSTMENT**

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



14. **ULTIMATE ORGANIZATION AND FEDERATION**

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

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

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

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

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

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

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

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

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

- 15.3. The FMC shall be entitled to end its services by giving an advance written notice of 6 (six) months to the Ultimate Organization in the event the BCAM Charges and FCAM charges as applicable, have not been paid to the FMC by 100% (one hundred per cent) of the unit purchasers at the due date (with a grace period of 30 (thirty) days).

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

**CAM Charges and Maintenance Related Amounts**

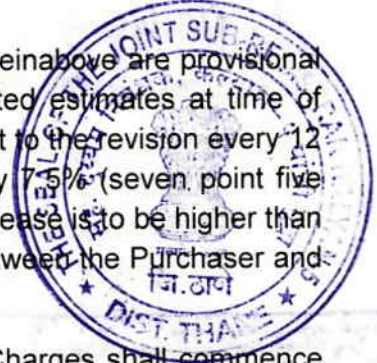
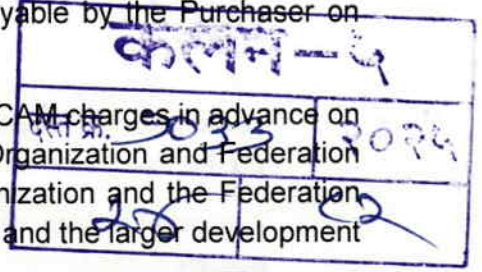
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- 15.5. The costs related to the upkeep and maintenance of the Building / Project / Larger Property shall be to the account of and jointly borne by the relevant unit purchasers proportionate to the Net Area of each unit and shall be payable as the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



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

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

#### Club and Other Key Common Areas

- 15.13. The number of members of the Purchaser who are permitted to use the Club and/ or other common areas of recreational / food & beverage / commercial use is set out at **Annexure 6 (Unit and Project Details)**. For any additional memberships, the same shall be permitted only if they are full-time members of the Unit and on payment of fees as may be decided by the FMC from time to time. Similarly, the guests of the Purchaser may be permitted to use the Club subject to the rules and regulations of the FMC and payment of guest charges, if any as determined by the FMC. The terms and conditions with respect to the operation of the Club and membership of the Club will be subject to the terms and conditions/rules as may be framed and/or charges that may be levied by the FMC from time to time and the Purchaser confirms and agrees to be bound by and abide by the terms and conditions and undertakes not to raise any objections in this regard.

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

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

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

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

16. **PROPERTY TAXES AND OTHER CHARGES**

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

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- 17.1. The Purchaser shall, on or before the Date of Offer of Possession, pay to the Company, the Building Protection Deposit set out in **Annexure 6A** hereto.
- 17.2. The Building Protection Deposit shall be returned to the Purchaser after completion of fit-out / interior work by the Purchaser and subject to the possession policy and permissible changes policy of the Company.
- 17.3. The Purchaser hereto agrees and acknowledges that, in order to claim the return of the said Building Protection Deposit, the Purchaser shall notify the Company about completion of all fit-out or interior works in the Unit. On receiving this notification, the Company representatives/ nominees shall inspect the Unit, its immediate vicinity and attached Common Areas and Amenities like lift lobbies, etc. for compliance with possession policy and policy on permissible changes. If all changes made by the Purchaser are in adherence to permissible changes policy then the Building Protection Deposit shall be returned.
- 17.4. In the event any violations are observed by the Company's representatives/ nominees then same shall be intimated to the Purchaser and the Purchaser shall get the same rectified within 14 (fourteen) days from the date of the said intimation at his cost and risk. In the event the Purchaser fails to do the same, then the Company shall get the same rectified at the cost and risk of the Purchaser. The Purchaser shall be solely responsible for all costs incurred in this regard, which shall be recovered from the Building Protection Deposit.

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

18. **INDIRECT TAXES AND LEVIES**

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

19. **INTEREST**

- 19.1. The Purchaser agrees to pay to the Company, Interest (as defined at Clause 1.34) on all the amounts, including the Consideration Value, Other Charges, Maintenance Related Amounts, or any parts thereof, payable by the Purchaser to the Company 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 whose hands the Unit may come, hereby covenants and undertakes:

a. To maintain the Unit at the Purchaser's own cost in good tenable repair and proper condition from the Date of Offer of Possession and shall not do or suffer to be done anything in or to the Building against the rules, regulations or bye-laws of the Ultimate Organization / Federation or concerned local or any other Authority or change / alter or make addition in or to the Unit or the Building or any part thereof and shall:

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

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

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

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

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

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

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

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

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

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

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

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- d. In the event 'Piped Gas Connection' is indicated as an amenity to be provided within the Unit/building, the Purchaser acknowledges and agrees that such connection will be provided by a third party service provider. As third party service providers generally provide for piped gas connections and supply of gas in a building only when a significant portion of the building is occupied, the Company shall endeavour to provide the piped gas connection and supply of gas through such connection within a period of 24 (twenty four) months from the Extended DOP. The Purchaser shall ensure and cause the Ultimate Organization to ensure that the Building is painted once every 5 (five) years from the Date of Offer of Possession and kept in good and proper condition.
- e. The Purchaser shall not store any goods which are of hazardous, combustible or of dangerous nature other than cooking gas in the Unit, which may damage the construction or structure of the Building or the storage of which is objected to by the concerned local or other Authority or the Ultimate Organization / Federation.

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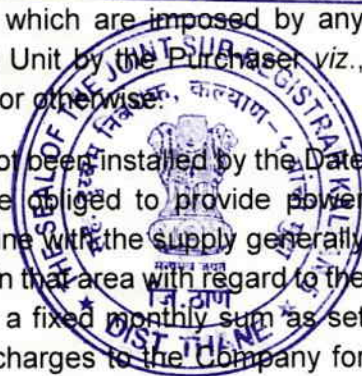


- f. The Purchaser agrees and undertakes to cause the Ultimate Organization to ratify and confirm that the name of the Building and/or Ultimate Organization shall not be changed without the prior written consent of the Company.
- g. The Purchaser shall not allow the Unit to be used for user different from the nature of the user as approved by the authorities in the plan at the time of Offer. Residential units shall be used for residential use only, office units for office use only, retail units for retail use only etc. No residential unit shall be used for commercial use or use as guest house by whatsoever name. Similarly, no office unit shall be used for storage or retail use.
- i. The Purchaser shall use the Car Parking Space only for purpose of parking the Purchaser's own vehicles.
- j. The Purchaser shall ensure that the key common areas of the Building viz. entrance lobby, garden & play areas, temple (if applicable) are maintained as per the highest standards with regular cleaning and maintenance. The Purchaser shall further ensure that refurbishing / major overhaul is done every 5 years, starting from Date of Offer of Possession.
- k. The Purchaser is aware that certain parts of the Wing/ Building/ Project including Otta, Parking, Garden, Terrace etc. shall be allocated for exclusive use of certain unit(s). The Purchaser covenants not to raise any claim or dispute in respect of such otta/parking/garden/terrace allotted for the exclusive use of any other unit(s) as well as any space available for hoardings/equivalent and all of these are agreed to be retained and/or allotted by the Company as restricted amenities. The price of the Unit has been determined taking this into consideration and the Purchaser waives his right to raise any dispute in this regard.

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

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

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

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



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

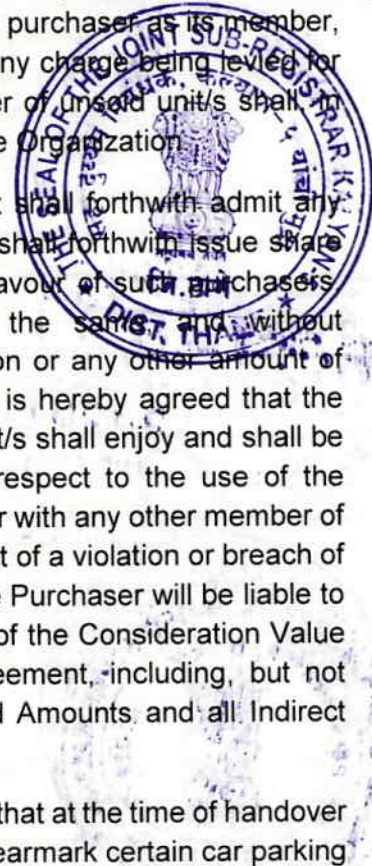
- v. The Purchaser agrees and undertakes to not, in any manner, impede and to prevent, to the best of his ability, all other purchasers of units in the Building and, or, Project from impeding, the ability of the Company or its representatives to enter into the Building and, or, the Project and, or, the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

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

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

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

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

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

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

21. **SPECIAL CONDITIONS**

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

## 22. **MISCELLANEOUS**

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

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

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

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

## 23. **DISPUTE RESOLUTION AND GOVERNING LAW**

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

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

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

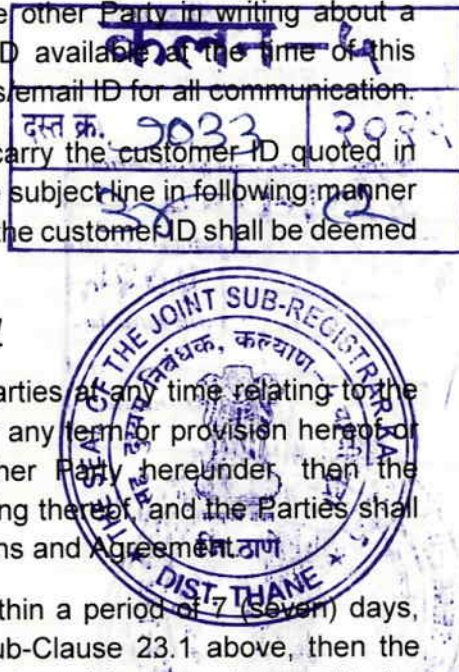
23.4. This Agreement and rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceeding hereunder.

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

## 24. **SEVERABILITY**

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

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

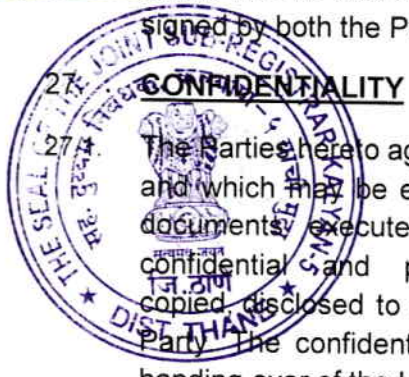
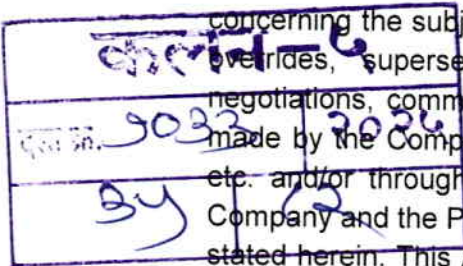
- 24.2. The Parties shall negotiate, in good faith, to replace such unenforceable provisions with provisions which most nearly give effect to the provision being replaced, and that preserves the Party's commercial interests under this Agreement.

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**

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

- 27.2. Either Party shall not make any public announcement regarding this Agreement without prior consent of the other Party.
- 27.3. Nothing contained hereinabove shall apply to any disclosure of Confidential Information if:
- a. such disclosure is required by Applicable Law or requested by any statutory or regulatory or judicial/quasi-judicial Authority or recognized self-regulating Organization or other recognized investment exchange having jurisdiction over the Parties; or
  - b. such disclosure is required in connection with any litigation; or
  - c. such information has entered the public domain other than by a breach of the Agreement.

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

)  
)  
)  
)  
)  
)  
)  
)  
)



In the presence of:

- 1. *Rakesh Kumar Ganjam*
- 2. \_\_\_\_\_

**SIGNED AND DELIVERED**

By the within named Purchaser  
**Shyamsunder Somai Yadav**

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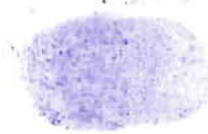


**Sushila Shyamsunder Yadav**

In the presence of:

- 1. *Rakesh Kumar Ganjam*
- 2. \_\_\_\_\_

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)



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19/10/24

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Annexure 1

(Description of Larger Property)

All that pieces and parcels of land lying being and situate at Village Khonii, Taluka Kalyan and District Thane in aggregate admeasuring 30,085 square meters ("Larger Property") details whereof are as follows:

Village	New Survey No./ Hissa No.	Area as per 7/12 extract (in square meters) or thereabout
Khoni	55/2A	21955
Khoni	55/3	2730
Khoni	139/1	5400
<b>Total Area</b>		<b>30085</b>

Answer  
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**Annexure 2**

(Chain of title)

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**i) Survey No. 55/2A and 139/1**

By Deed of Conveyance dated 02/09/2013 executed and registered under Serial No. KLN1-6058-2013 with Sub-Registrar Kalyan-1, Chintaman Dhondu Thombare and Others, (therein referred to as a 'Vendors') sold, conveyed, transferred and assured their undivided share, right, title and interest unto and in favour of Lodha Dwellers Private Limited (therein referred to as 'Purchaser') *inter alia* a portion of land bearing Survey No. 55/2A admeasuring 20450 square meters or thereabouts and (ii) land bearing Survey No. 139/1 admeasuring 5400 square meters or thereabouts of Village Khoni, Taluka Kalyan and District Thane for valuable consideration and on such terms and conditions stated therein.

By Deed of Conveyance dated 05/06/2015 executed and registered under Serial No. KLN1-4854-2015 with Sub-Registrar Kalyan-1, Dagdu Santu Thombare (therein referred to as a 'Vendor') sold, conveyed, transferred and assured unto and in favour of Palava Dwellers Private Limited (therein referred to as 'Purchaser') *inter alia* a portion of land bearing Survey No. 55/2A admeasuring 3090 square meters or thereabouts of Village Khoni, Taluka Kalyan and District Thane for valuable consideration and on such terms and conditions stated therein.

By Sale Deed dated 02/09/2020 executed and registered under Serial No. KLN2- 7094-2020 with Sub-Registrar Kalyan-2, Macrotech Developers Limited (therein referred to as a 'Transferor') conveyed and transferred unto and in favour of Mumbai Metropolitan Regional Development Authority (MMRDA) (therein referred to as 'Transferee'), a portion of the land bearing Survey No. 55/2A admeasuring 1585 square meters or thereabouts of Village Khoni, Taluka Kalyan and District Thane for valuable consideration and on such terms and conditions stated therein.

**ii) Survey No.55/3**

By Deed of Conveyance dated 01/08/2014 executed and registered under Serial No. KLN1-5786-2014 with Sub-Registrar Kalyan-1, Undrya Barku alias Undrya Barku Thakre and Others, (therein referred to as a 'Vendors') sold, conveyed, transferred and assured their undivided share, right, title and interest unto and in favour of Lodha Dwellers Pvt. Ltd. (therein referred to as 'Purchaser') the land bearing Survey No. 55/3 admeasuring 2730 square meters or thereabouts of Village Khoni, Taluka Kalyan and District Thane for valuable consideration and on such terms and conditions stated therein.

**Restructuring of Macrotech Developers Limited:**

1. By a Fresh Certificate of Incorporation dated 6th May 2014 consequent to change of name issued by the Registrar of Companies, the name of the said Lodha Dwellers Private Limited has been changed to 'Palava Dwellers Private Limited.'
2. By Order dated 09<sup>th</sup> January 2018 in Company Scheme Petition No. 896 of 2017 and 889 of 2017 filed by Palava Dwellers Private Limited and Others (Transferors) along with Company Petition No. 894 of 2017 filed by Lodha Developers Private Limited (Transferee) whereby the said Palava Dwellers Private Limited was ordered to be amalgamated with Lodha Developers Limited in terms of the said Order and on terms and conditions stated in the Scheme of Amalgamation annexed thereto. By virtue of the said order the entire business and undertaking of Palava Dwellers Private Limited including the aforesaid Survey Numbers have been transferred to and vested in Lodha Developers Private Limited. In the premises aforesaid, Lodha Developers Private Limited became entitled to the aforesaid Survey Numbers as an absolute Owner thereof. Pursuant to the Order dated 11<sup>th</sup> January 2018 and as per the corporate arrangement of amalgamating Companies, Palava Dwellers Private Limited bearing CIN No. U70100MH2017PTC292371 is now entitled to the aforesaid Survey Numbers alongwith other additional lands as absolute Owner thereof.

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3. Subsequently, by fresh Certificate of Incorporation dated 14<sup>th</sup> March 2018 consequent upon the conversion from Private Company to public Company was issued by Registrar of Companies under section 18 of the Companies Act 2013 for the conversion of Lodha Developers Private Limited to Lodha Developers Limited. By reason whereof, the name of the Lodha Developers Private Limited has changed to Lodha Developers Limited with effect from 14<sup>th</sup> March 2018.
4. By a Certificate of Incorporation dated 24<sup>th</sup> May 2019, pursuant to the change of name under the provision of Rule 29 of Companies (Incorporation) Rules 2014 issued by Registrar of Companies, it is certified that name of the Company changed from Lodha Developers Limited to Macrotech Developers Limited with effect from and on the date of the said Certificate.
5. By Order dated 26<sup>th</sup> October 2021 in Company Scheme Petition (CAA) No. 136/MB/2021 connected with Company Application (CAA) No. 985/MB of 2020 filed by Palava Dwellers Private Limited (Transferor Company) as First Petitioner and Macrotech Developers Limited (Transferee Company) as Second Petitioner whereby the said Palava Dwellers Private Limited was ordered to be amalgamated with Macrotech Developers Limited in terms of the said Order and on terms and conditions stated in the Scheme of Amalgamation annexed thereto. By virtue of the said Order the entire business and undertaking of Palava Dwellers Private Limited including the aforesaid Survey Numbers have been transferred to and vested in Macrotech Developers Limited. In the premises aforesaid, Macrotech Developers Limited became entitled to the aforesaid Survey Numbers as an absolute Owner thereof.

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FORMAT - A

Date: 18/01/2024

To: Main BSA,

Suburban District,

Pin No. 411 001,

Mumbai City Corporation,

Mumbai - 400 001.

LEGAL TITLE REPORT

Re: Title Clearance Certificate with respect to ALL THAT pieces and parts

Table with columns: Village, Survey No., Area as per 7/12 Extract, and Details. It lists various survey numbers and their corresponding areas and details.

I have investigated the title of the said Property in the name of Maharashtra Government and 'First Property' to 'Third Property' fully abovesaid 1810 sq.m or 0.4267 Hectare being situated at Village Khos, Taluka Rajapur and District Thane (West Property) and 'Fourth Property' to 'Sixteenth Property' fully abovesaid 43119 sq.m or 9.8846 Hectare being situated at Village Bahurane, Taluka Rajapur and District Thane (West Property), aggregating an area of 1810 sq.m or 0.4267 Hectare in the name of Maharashtra Government for the sake of being collectively referred to as the 'said Property'.

7/12 Extracts in Summary

Table showing 7/12 Extracts in Summary with columns: Village, Survey No., Area as per 7/12 Extract, and Details. It lists various survey numbers and their corresponding areas and details.

aggregating to an area of 1810 sq.m or 0.4267 Hectare, being more and situated at Village Khos and Bahurane, Taluka Rajapur and District Thane being referred to as the said Property.

Documents of acquisition of respective land

- List of documents of acquisition of respective land, including agreements, orders, and court orders related to the property.

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- Continuation of the list of documents of acquisition of respective land, including agreements, orders, and court orders.

- Continuation of the list of documents of acquisition of respective land, including agreements, orders, and court orders.

7/12 Extract

- List of 7/12 Extracts, including survey numbers and details.

7/12 Extract

- List of 7/12 Extracts, including survey numbers and details.

K. P. MAHAJAN  
W.A.L.L.S.

ADVOCATE HIGH COURT

Office: 202, 2nd Floor, Building M, Phule Road, Vastu Page, Eastwood (M)  
☎ 020-2497130 / Mobile: 989997612

FORM A

Circle No. (M/2021)

LIST OF THE TITLE OF THE SAID PROPERTY

This Certificate contains with respect to all the said pieces and pieces

Table with 4 columns: Village, Survey No., Area in Sq Yds (Katha), and District Name. Lists various land parcels with their respective details.

and 'Third Property' to 'Third Property' totally amounting to 11840 square feet... The area of the said property is 11840 square feet...

I have inspected the title of the said property at the request of the applicant... The area of the said property is 11840 square feet...

The documents in relation to the ownership of the said property

1. The original document... 2. The original document... 3. The original document...

K. P. MAHAJAN  
ADVOCATE HIGH COURT

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Subsequent list of documents and property details.

K. P. MAHAJAN  
W.A.L.L.S.

ADVOCATE HIGH COURT

Office: 202, 2nd Floor, Building M, Phule Road, Vastu Page, Eastwood (M)  
☎ 020-2497130 / Mobile: 989997612

FORM A

Circle No. (M/2021)

LIST OF THE TITLE OF THE SAID PROPERTY

This Certificate contains with respect to all the said pieces and pieces

Table with 4 columns: Village, Survey No., Area in Sq Yds (Katha), and District Name. Lists various land parcels with their respective details.

and 'Third Property' to 'Third Property' totally amounting to 11840 square feet... The area of the said property is 11840 square feet...

I have inspected the title of the said property at the request of the applicant... The area of the said property is 11840 square feet...

The documents in relation to the ownership of the said property

1. The original document... 2. The original document... 3. The original document...

K. P. MAHAJAN  
ADVOCATE HIGH COURT

Vertical list of document numbers and descriptions on the right side of the page.







K. P. MAHAJAN

ADVOCATE HIGH COURT

Office: 202, Tatyasaheb Building, M. P. Road, Vadgaon, Vadgaon, Dist. Thane

☎ 022-24779191, Mobile: 9869979192

102/2019 (contd with Order bearing No. 101/2019) (Contd with Order bearing No. 101/2019)

As per Minutes Entry No. 204 dated 03/06/2019, it is resolved that the...

As per Minutes Entry No. 205 dated 03/06/2019, it is resolved that the...

As per Minutes Entry No. 206 dated 03/06/2019, it is resolved that the...

As per Minutes Entry No. 207 dated 03/06/2019, it is resolved that the...

As per Minutes Entry No. 208 dated 03/06/2019, it is resolved that the...

As per Minutes Entry No. 209 dated 03/06/2019, it is resolved that the...

As per Minutes Entry No. 210 dated 03/06/2019, it is resolved that the...

As per Minutes Entry No. 211 dated 03/06/2019, it is resolved that the...

As per Minutes Entry No. 212 dated 03/06/2019, it is resolved that the...

As per Minutes Entry No. 213 dated 03/06/2019, it is resolved that the...

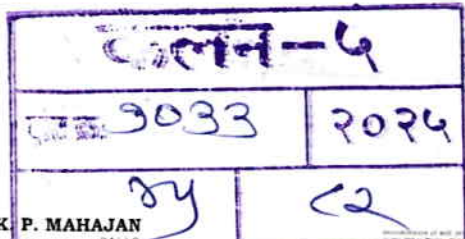
As per Minutes Entry No. 214 dated 03/06/2019, it is resolved that the...

As per Minutes Entry No. 215 dated 03/06/2019, it is resolved that the...

As per Minutes Entry No. 216 dated 03/06/2019, it is resolved that the...

As per Minutes Entry No. 217 dated 03/06/2019, it is resolved that the...

As per Minutes Entry No. 218 dated 03/06/2019, it is resolved that the...



Office: 202, Tatyasaheb Building, M. P. Road, Vadgaon, Vadgaon, Dist. Thane

☎ 022-24779191, Mobile: 9869979192

103/2019 (contd with Order bearing No. 102/2019) (Contd with Order bearing No. 102/2019)

As per Minutes Entry No. 219 dated 03/06/2019, it is resolved that the...

As per Minutes Entry No. 220 dated 03/06/2019, it is resolved that the...

As per Minutes Entry No. 221 dated 03/06/2019, it is resolved that the...

As per Minutes Entry No. 222 dated 03/06/2019, it is resolved that the...

As per Minutes Entry No. 223 dated 03/06/2019, it is resolved that the...

As per Minutes Entry No. 224 dated 03/06/2019, it is resolved that the...

As per Minutes Entry No. 225 dated 03/06/2019, it is resolved that the...

As per Minutes Entry No. 226 dated 03/06/2019, it is resolved that the...

As per Minutes Entry No. 227 dated 03/06/2019, it is resolved that the...

As per Minutes Entry No. 228 dated 03/06/2019, it is resolved that the...

As per Minutes Entry No. 229 dated 03/06/2019, it is resolved that the...

As per Minutes Entry No. 230 dated 03/06/2019, it is resolved that the...

K. P. MAHAJAN

ADVOCATE HIGH COURT

Office: 202, Tatyasaheb Building, M. P. Road, Vadgaon, Vadgaon, Dist. Thane

☎ 022-24779191, Mobile: 9869979192

104/2019 (contd with Order bearing No. 103/2019) (Contd with Order bearing No. 103/2019)

As per Minutes Entry No. 231 dated 03/06/2019, it is resolved that the...

As per Minutes Entry No. 232 dated 03/06/2019, it is resolved that the...

As per Minutes Entry No. 233 dated 03/06/2019, it is resolved that the...

As per Minutes Entry No. 234 dated 03/06/2019, it is resolved that the...

As per Minutes Entry No. 235 dated 03/06/2019, it is resolved that the...

As per Minutes Entry No. 236 dated 03/06/2019, it is resolved that the...

As per Minutes Entry No. 237 dated 03/06/2019, it is resolved that the...

As per Minutes Entry No. 238 dated 03/06/2019, it is resolved that the...

As per Minutes Entry No. 239 dated 03/06/2019, it is resolved that the...

As per Minutes Entry No. 240 dated 03/06/2019, it is resolved that the...

As per Minutes Entry No. 241 dated 03/06/2019, it is resolved that the...

As per Minutes Entry No. 242 dated 03/06/2019, it is resolved that the...

As per Minutes Entry No. 243 dated 03/06/2019, it is resolved that the...

As per Minutes Entry No. 244 dated 03/06/2019, it is resolved that the...

As per Minutes Entry No. 245 dated 03/06/2019, it is resolved that the...

As per Minutes Entry No. 246 dated 03/06/2019, it is resolved that the...

As per Minutes Entry No. 247 dated 03/06/2019, it is resolved that the...

As per Minutes Entry No. 248 dated 03/06/2019, it is resolved that the...

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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	23 <sup>rd</sup> May 2023	Outward No. ITP/Antarli, Khoni & Ors/ Sector B,D,I1, I2,O, P & R/ Asst Director Thane/5059	Collector's Office, Thane

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 Author सुशिला

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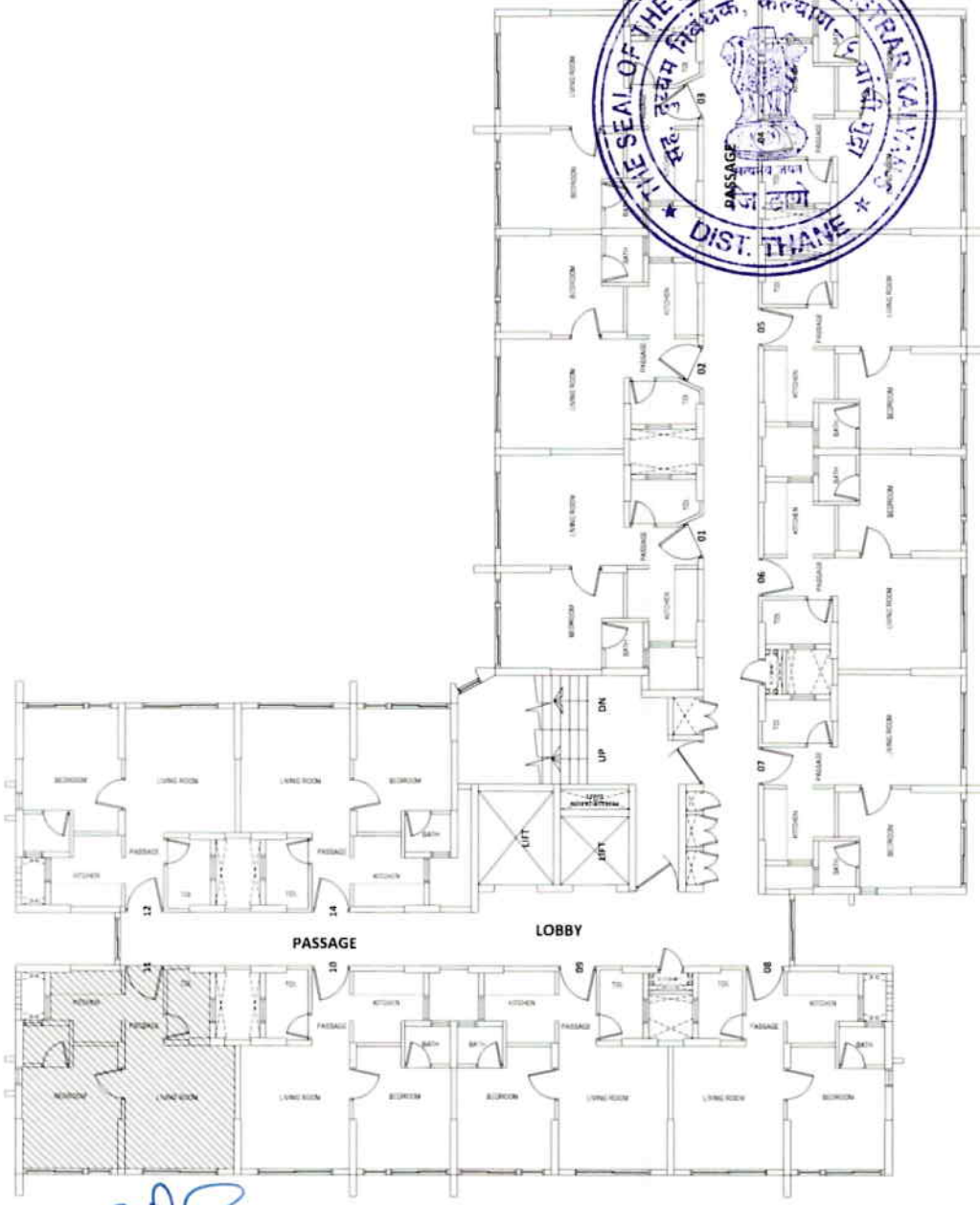


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**NOTE: PLAN NOT TO THE SCALE.**  
FOR ACCURATE MEASUREMENT OF RERA CARPET AREAS PLEASE FOLLOW PLYLINE METHOD. THE RERA AREA IS CALCULATE ASSUMING UNFINISHED SURFACES AND ANY FINISHES MAY REDUCE THE PHYSICAL AREA ACCORDINGLY. RERA AREA MAY VARY FORM +/- 3% ON ACCOUNT OF CONSTRUCTION OR DESIGN TOLERANCE.

UNIT 11  
TYPICAL FLOOR PLAN (1ST TO 7TH, 9TH TO 12TH & 15TH)

PALAVA, DOMBIVALI		TULIP	WING: C	FLOOR 15 <sup>th</sup>	FLAT NO. 111	
<b>Developer</b> <b>Macrotech Developers Limited</b> 412, Floor- 4, 17G Vardhaman Chamber, Cawasji Patel Road, Horniman Circle, Fort, Mumbai-400001		LEGEND  CARPET AREA		NORTH 		ARCHITECT <b>KAPADIA ASSOCIATES</b> ARCHITECTURE URBAN DESIGN 119/119A, Newinchalk Garden (2), S.S. Road, Road Phase I, Fort, Mumbai-400012 TEL: 91-22-48857438 / 28 / 6. FAX: 91-22-48857439 / 40



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**Annexure 6**

(Unit and Project Details)

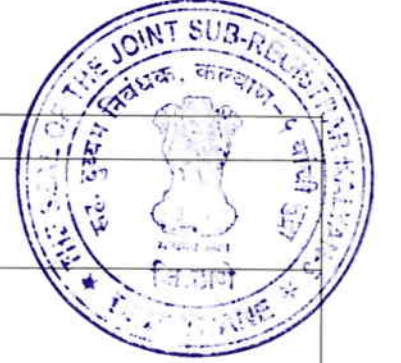
- (I) **CUSTOMER ID** :2251867
- (II) **Correspondence Address of Purchaser**: A-30 , 26, Yeshwantrao Chavan Nagar, Ekta Seva Samiti, G M Link Road, J J Bhonsle Marg, Mankhurd, Mumbai 400043 Maharashtra India.
- (III) **Email ID of Purchaser**: sundarbravocabletray@gmail.com

(IV) **Unit Details:**

- (i) Development/Project : TULIP
- (ii) Building Name : Wing C, Wing D
- (iii) Wing : C
- (iv) Unit No. : C-111
- (v) Area :

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	Sq. Ft.	Sq. Mtrs.
Carpet Area	322	29.91
EBVT Area	-	-
Net Area (Carpet Area +EBVT Area)	322	29.91



- (vi) Two-Wheeler Parking Space Allotted: 1

- (V) **Consideration Value (CV)**: Rs. 31,71,836/- (Rupees Thirty-One Lakh Seventy-One Thousand Eight Hundred Thirty-Six 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	45,000	12-01-2025
2	Booking Amount II	1,11,014	12-01-2025
3	Booking Amount III	4,78,353	22-03-2025
4	Within 120 days	6,34,367	21-04-2025
5	Within 180 days	8,56,396	20-06-2025
6	Within 250 days	9,51,551	29-08-2025
7	On date of offer of Possession	95,155	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.

*Sundar*  सुरेश्वर

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

(VII) **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:** 31-10-2025, subject to additional grace period of 18 Months and any extension as may be applicable on account of the provisions of Clause 10.4.

(IX) **Project Details:**

- 1) Project Name: TULIP
- 2) RERA Registration Number: P51700051956
- 3) No. of Buildings: 2

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**Annexure 6A**

*(Other Amount Payable before DOP)*

- (I) **Charges** towards Utility/Infrastructure/Other charges (collectively referred to as ("**Other Charges**") to be paid on/before the Date of Offer of Possession: Rs. 13,301/- (Rupees Thirteen Thousand Three Hundred One Only).
- (II) **Maintenance Related Amounts:** Provisional amounts (subject to actuals) covering period of        months from Date of Offer of Possession. Payable on/before the Date of Offer of Possession:
1. **BCAM Charges:**  
Rs. 34,776/- (Rupees Thirty-Four Thousand Seven Hundred Seventy-Six Only) covering period of 18 months from DOP.
  2. **Civic Governance Charges (if applicable):** Rs. 98,532.00/- (Rupees Ninety-Eight Thousand Five Hundred Thirty-Two Only) covering period of 60 months from DOP.
  3. **Property Tax (Estimated):** Rs. 6,955/- (Rupees Six Thousand Nine Hundred Fifty-Five Only) covering period of 48 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**

**Amenities for Tulip Cluster**

Type	Specification
<b>Apartment Finishes</b>	
Flooring	Marbital® Vitrified tile flooring# in Living, dining, bedroom and passage areas.
CP and Sanitary fittings	Toilets finished with European design style sanitary ware from Jaquar/Cera/Parryware# and CP fittings from Jaquar/Cera/Parryware#
Bed room	<ul style="list-style-type: none"> <li>• Full height windows% in Living room and bedroom to maximize light and ventilation.</li> <li>• Separate cupboard area in each bedroom for best space utilization.</li> </ul>
Kitchen Finishes	Kitchen finished with Granite Platform, stainless steel sink and Marbital® vitrified flooring#.
Connectivity	<ul style="list-style-type: none"> <li>• Provision of one telephone point in each apartment.</li> <li>• Advanced technology provision with access for high speed internet^.</li> <li>• Provision for Direct to home TV connectivity by select service provider^.</li> </ul>
<b>Amenities in Each Building</b>	
Entrance Lobby	Well-designed entrance lobby Marbital® Vitrified flooring#.
Typical Floor Lift Lobby	Well-designed lift lobby on each floor.
Elevator	2 Automatic elevators in each wing by Omega / Victoria#. One of the two elevators is stretcher elevator.
Special Access	Special ramps for differently abled to each entrance lobby.
Security system	<ul style="list-style-type: none"> <li>• Access Controlled entrance lobby.</li> <li>• CCTV monitoring for key areas.</li> <li>• Intercom for each residence.</li> </ul>
Emergency Power	D.G. backup for critical systems (such as fire lifts & staircase emergency lighting).
<b>Common Amenities</b>	
	<ul style="list-style-type: none"> <li>• Courtyard Greens</li> <li>• Outdoor Children's Play Area</li> <li>• SSC board school^^.</li> <li>• CCTV Surveillance of Key Common Areas</li> <li>• Clubhouse with:                             <ul style="list-style-type: none"> <li>○ Gymnasium</li> <li>○ Party Hall</li> <li>○ Indoor Games</li> <li>○ Swimming Pool</li> </ul> </li> </ul>

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% - above height of 150mm from finished floor level

# - or equivalent.

^ - Monthly services on chargeable basis from provider.

^^ School management reserves the right to change curriculum; admission subject to T&C of school management.

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**Annexure 8**  
(Special Conditions)

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

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

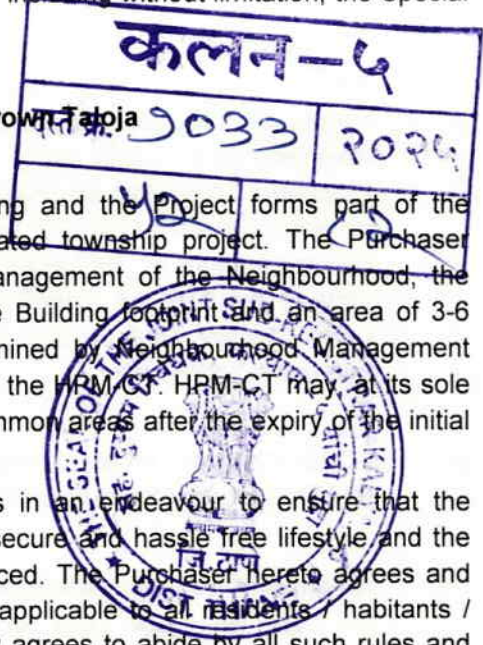
1. **Hospitality and Personnel Management Company – Crown Taloja**

- 1.1. The Purchaser acknowledges that the Unit, the Building and the Project forms part of the Neighbourhood (as defined herein) which is an integrated township project. The Purchaser agrees and confirms that for the maintenance and management of the Neighbourhood, 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 Neighbourhood Management Company)) of the Neighbourhood shall be undertaken by the HPM-CT. HPM-CT 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 HPM-CT shall formulate the rules and regulations in an endeavour to ensure that the habitants of the Project / Neighbourhood 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 / Neighbourhood 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 HPM-CT'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 HPM-CT 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 HPM-CT as aforesaid.
- 1.3. The Purchaser is aware that HPM-CT 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, NIC, other contributions, charges, fees, cost and expenses, as may be required in relation to the development of infrastructure and its maintenance within Neighbourhood. 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 Neighbourhood. 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.
- 1.4. 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 HPM-CT at the costs, charges that may be fixed by the HPM-CT and in accordance with the terms and conditions imposed by the HPM-CT. All common costs, charges and expenses that may be claimed by the HPM-CT shall be to the account of and borne by the purchasers of the units in the Building. These common costs shall be shared by all the purchasers on pro-rata basis determined by the Company and / or the HPM-CT, which determination shall be binding on the Purchaser.

For the purpose of this Agreement, "**Neighbourhood**" shall mean the neighbourhood being developed by the Company on pieces and parcels of lands including the Larger Property under various development control regulations; and "**Hospitality and Personnel Management Company – Crown Taloja**" or "**HPM-CT**" shall mean a nominee appointed to maintain, manage, service and supervise the infrastructure of the Neighbourhood including neighbourhood management, civic governance, neighbourhood club house and the related infrastructure. All references to "FMC" in this Agreement will be read and construed as a reference to HPM-CT.

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) "**Neighbourhood Linked Utility Charges**", which shall mean the maintenance charges payable by the Purchaser, *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 Neighbourhood 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 Neighbourhood 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) Neighbourhood Infrastructure Charges (*as defined below*); and (ii) club usage charges

3.1. **Neighbourhood Infrastructure Charges:**

3.1.1. The Purchaser shall, on demand, make the payment of the estimated Neighbourhood Infrastructure Charges ("**NIC**") 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 NIC shall become payable from the CAM Commencement Date. The NIC shall continue to be payable by the Purchaser / Ultimate Organization to the HPM-CT, 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 NIC in advance on / before the 1<sup>st</sup> day of each month / quarter.

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

3.2. **Club Usage Charges**

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 Club Usage Charges, at prevailing rates, towards the membership, usage, maintenance and, or, upkeep of the Club. Such additional Club Usage Charges 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 the said facilities.

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 Neighbourhood (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 HPM-CT and are used for activities related to the development 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.

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- 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 Neighbourhood 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 HPM-CT and / or any service provider appointed by HPM-CT 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 HPM-CT and / or any service provider appointed by HPM-CT 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 HPM-CT and / or any service provider appointed by HPM-CT 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 HPM-CT. The Company shall appoint a nominee to provide cable / DTH service in the neighbourhood 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**

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 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.

6. Notwithstanding anything contained in the Agreement, the Parties hereby agree and confirm that the stamp duty towards this Unit shall be borne and paid by the Company.

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**Annexure 9**

(Purchaser Notice of Termination)

To,

[dated]

[Name and address of the Company]

**Sub:** Notice of Termination

Dear Sir,

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

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

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

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

1. This Notice of Termination shall be valid and binding on the Company only if it is received by the Company prior to the expiry of 30 days from the Extended DOP;
2. On and from the receipt of the Notice of Termination by the Company, the ATS shall stand terminated and I / we shall have no further right, title or interest in the Unit except in relation to the Refund Amount;
3. The Refund Amount is to be determined and paid to me/us in accordance with the provisions of the ATS.; and
4. On the receipt of the Refund Amount in accordance with the ATS, I / we shall have no claim of any sort whatsoever against the Company in respect of the Unit or otherwise.

Please treat this as the Notice of Termination referred to at Clause 11.3.1(b) of the ATS and proceed with the termination of the ATS in accordance with Clause 11 of the ATS.

Yours sincerely,

[name of customer]

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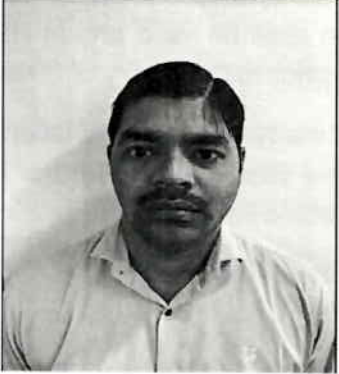
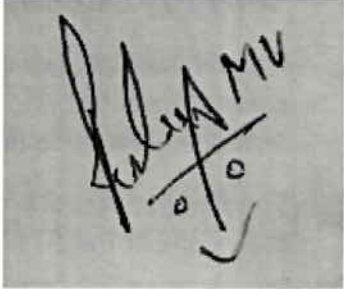

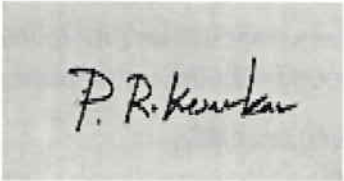


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**Annexure 10**

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

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

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9033	2024
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# CONGRATULATIONS

Dear Customer,

In support of the Prime Minister's mission of 'Housing for All', Lodha Group is proud to pass on the benefits of the incentives extended under Union Budget 2017

Budget Bonanza shall be given to you towards payment of stamp duty at the time of booking (or within 21 days thereafter)

Project : Quality Homes Taloja

Application No : 165364

Date of Application : 22/12/2024

Wishing you all the prosperity and happiness with your new home.

### Terms & Conditions:

\* After minimum payment of 19.9% of CV OR after home loan (HL) is sanctioned and all conditions for disbursement are complied with (excluding the amount that will be contributed by Company towards Stamp Duty or Own Contribution) such that total of own contribution + 1st HL disbursement will be min. 19.90%; ^ 0 CAM/FCAM/CGF;

By availing of this Budget Bonanza, the Purchaser(s) confirms that he/she/they/it shall repay the amount of benefit that they have received under Budget Bonanza, along with interest thereon @ 18%p.a. with quarterly rest, to the Company in the event of cancellation (regardless of whether cancellation initiated by Purchaser or Company). Further, the Purchaser(s) expressly authorizes the company to claim/adjust such amount from the amounts paid by the Customer - any such repayment/adjustment shall be in addition to any other amounts that are recoverable/payable by the Customer in the event of cancellation.

*Prashant*

Shyamsunder Somai Yadav

*Sushila shyamsunder yadav*

*Sunder*

*सुशीला*

Prashant Bindal  
Chief Sales Officer

Name of  
Primary Applicant

Name of  
Joint Applicant

कलन-५	
दस्त क्र: १०३३	२०२५
५६	१२

Signature of Primary Applicant

Signature of Joint Applicant

Signature of Sales Manager



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जिल्हाधिकारी कार्यालय इमारत, ३ रा मजला, कोर्ट गाळा, ठाणे (प) - ४०० ६०१  
☎ ई-मेल: adp1.thane@maharashtra.gov.in adp1.thane@gmail.com ☎ फ़ोन नं. ०२२-२६१२२२२  
या आ. एकाधिकृत नगर बसवण/मो. अंतर्गत, खोलोपट्टण/ दिलांक: २६/०५/२०२३  
सेक्टर - B, D, IR, IR, O, P & R / ससंठाणे/५०३३

**बांधकाम परवानगी व सुधारित बांधकाम परवानगी आवेदन**

प्रति,  
१. मॅजिस्ट्रेट इंजिनियरिंग लि.  
मुंबई.  
२. मे. एच. सी. एच. सी. बी.क. लि.  
मुंबई.  
विषय:- सुधारित बांधकाम परवानगीबाबत (सेक्टर B, D, IR, IR, O, P & R) (प्लॉट-२)  
मौजे अंतर्गत, खोलो, हेड्टणे, कोडे ता.कल्याण आणि मौजे उडोले, ता. अंबरनाथ तसेच मौजे धारिकरी, काटर्डे, कोडे व माणगांव, ता. कल्याण, वि.ठाणे येथील मंजूर एकाधिकृत नगर वसाहत प्रकल्पातील स.न. ग.ट नं. / सि.स.क्र.११/ग.अ. १९/२२, १९/२२ व इतर, एकूण क्षेत्र ३९९२७८९.३८ चौ.मी.

- संदर्भ :-
- 1) Location Clearance Approval No. R.P.MMR/Village-Hodotane & other/T/PCR-XX/PP-3/2019, Dated १८/०५/२०२२.
  - 2) Letter of Intent Approval No. क्र. मं.सूच/कस-५/२२/Letter of Intent/११५३०२०११४३/२२ Dated १०/०५/२०२२
  - 3) मा. जिल्हाधिकारी, ठाणे यांचे पत्र क्र. मा.सूच/कस-५/२२/अंतर्गत-खोलो-हेड्टणे-कोडे, धारिकरी, काटर्डे, माणगांव/ ता.कल्याण / उडोले ता. अंबरनाथ/एकाधिकृत विरोध नगर वसाहत प्रकल्प एकाधिकृत/ रक्षांतर / एस.आर.-२९/२०२२, दि. २६/०८/२०२२.
  - ४) या कार्यालयचे पत्र क्र. एकाधिकृत नगर बसवण/मो. अंतर्गत, खोलो व इतर/ ससंठाणे/२९५१, दिलांक १५.१२.२०२२ (सेक्टर- D, E, F, IR, IR, O & P)
  - ५) या कार्यालयचे पत्र क्र. एकाधिकृत नगर बसवण/मो. अंतर्गत, खोलो व इतर/ ससंठाणे/१३०८, दिलांक १२.०५.२०२२ (सेक्टर- B, D, I, O & F)
  - ६) जमीनपारक/कातडिसारार यांचा अर्ज दि. १५/०२/२०२३, ०२/०५/२०२३ व ४/०५/२०२३.

विषयवस्तु प्रकरणी मौजे अंतर्गत, खोलो, हेड्टणे, कोडे ता.कल्याण आणि मौजे उडोले, ता. अंबरनाथ तसेच मौजे धारिकरी, काटर्डे, कोडे व माणगांव, ता. कल्याण, वि.ठाणे येथील एकाधिकृत नगर वसाहत प्रकल्प अन्वये मा. संचालक, नगर रचना, महाराष्ट्र राज्य, पुणे यांचेकडील संपर्कित पत्र क्र. १

अन्वये लोकेशन क्लिअरन्स प्राप्त झाले आहे. मा. जिल्हाधिकारी, ठाणे यांनी संपर्कित पत्र क्र. २ अन्वये अर्जामें दि.१०/०५/२०२२ रोजीच्या पत्रान्वये इतर पत्र पारित केलेले आहे. तसेच जिल्हाधिकारी, ठाणे यांचे संपर्कित पत्र क्र. ३ अन्वये दि.२६/०८/२०२२ रोजीचे आदेशानुसार उक्त प्रकल्पाच्या वृत्त आराखड्यास मंजूरी मिळालेली आहे. आपले सदर एकाधिकृत नगर वसाहत प्रकल्पातील निष्पत्तीसंदर्भात सेक्टर मधील इमारतीच्या बांधकाम परवानगी तसेच काही इमारतीच्या सुधारित परवानगी मिळवणेबाबतचा प्रस्ताव आपण दिनांक दि. १५/०५/२०२३, ०२/०५/२०२३ व मे. एच. सी. एच. सी. बी.क. लि. यांनी दि. ४/०५/२०२३ रोजी या कार्यालयास सादर केलेला आहे. एकाधिकृत विकास नियंत्रण व प्रोत्साहन नियमावली मध्ये नमूद केले नुसार तसेच शासनाचे पत्र क्र.दिपो/स-१८१६/२३, क्र.३६८/१५/२०(४)निवि.१३, दि.२६/१२/२०१६ अन्वये सहायक संचालक, नगररचना, ठाणे यांनी मंजूर वृत्त आराखड्यातील इमारतीच्या बांधकाम परवानगी झाली, असे नमूद केले आहे. मा. जिल्हाधिकारी, ठाणे यांनी दि. २६/०८/२०२२ रोजीचे पत्रान्वये एकाधिकृत नगर वसाहतीच्या रेषांकनास सुधारित अंतिम मंजुरी दिलेली अमुन मंजुरीनुसार प्रस्तावखालील जागेचा सेक्टर निहाय तत्सरील खालील प्रमाणे आहे.

सेक्टर निहाय जागेचे क्षेत्रफळ (चौ. मी.)	
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३	C
४	D
५	E
६	F
७	G
८	H
९	I
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१२	L
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१६	P
१७	Q
१८	R
एकूण	

या पूर्वी या कार्यालयाने अर्दरर यांनी विनंती केले नुसार विषयवस्तुत एकाधिकृत नगर वसाहत प्रकल्पातील विविध सेक्टर मध्ये बांधकामास परवानगी दिलेली अर्दरर आता आपण सुधारित मंजूर वृत्त आराखड्यातील सेक्टर - B, D, IR, IR, O, P & R मध्ये काही पूर्वं मंजूर इमारतीमध्ये बदल

कालन-६

दस्त क्र. १०३३	२०२५
५८	८२



प्रस्तावित कालन सुधारित बांधकाम परवानगी तर काही मधील इमारती प्रस्तावित कालन बांधकाम परवानगी मिळवणेबाबतचा प्रस्ताव सादर केलेला अमुन पत्राचा तत्सरील खालील प्रमाणे आहे.

अ. क्र.	सेक्टर क्र.	बांधकाम परवानगीचा स्थळ	सेक्टर निहाय बांधकाम क्षेत्र (चौ. मी.)	सुधारित बांधकाम क्षेत्र (चौ. मी.)
१	B	एकाधिकृत नगर वसाहत /मो.अंतर्गत, खोलो व इतर/ ससंठाणे/१३०४ दि. १२/०५/२०२२	२८५०९.८८	२८५०९.८८ (पूर्वं मंजुरी प्रमाणे बांधकाम)
२	C	एकाधिकृत नगर वसाहत /मो.अंतर्गत, खोलो व इतर/ ससंठाणे/२९२२ दि. २६/०५/२०२२	४०५८८.८०	४०५८८.८० (पूर्वं मंजुरी प्रमाणे बांधकाम)
३	D	एकाधिकृत नगर वसाहत /मो.अंतर्गत, खोलो व इतर/ ससंठाणे/१९५९ दि.१५/१२/२०२२	६०८२३.२५	६०८२३.२५ (सुधारित)
४	E	एकाधिकृत नगर वसाहत /मो.अंतर्गत, खोलो व इतर/ ससंठाणे/१२२९ दि. २६/०५/२०२२	२९०२८.६८	२९०२८.६८ (पूर्वं मंजुरी प्रमाणे बांधकाम)
५	F	एकाधिकृत नगर वसाहत /मो.अंतर्गत, खोलो व इतर/ ससंठाणे/१२२९ दि. २६/०५/२०२२	४५८९४.००	४५८९४.०० (पूर्वं मंजुरी प्रमाणे बांधकाम)
६	G (पूर्वीचे सेक्टर E)	एकाधिकृत नगर वसाहत /मो.अंतर्गत, खोलो व इतर/ ससंठाणे/ १४९३ दि. २६/०८/२०१९	११९९५.८५	११९९५.८५ (पूर्वं मंजुरी प्रमाणे बांधकाम)
७	H (पूर्वीचे सेक्टर F)	जिल्हाधिकारी, ठाणेचेपत्रक्र. मा.सूच/कस-५/ २-५/अंतर्गत/खोलो/ता. कल्याण/ विरोधनगर वसाहत/कस/ बांधकाम/एस.आर.-२९/२०१६, दि. २६/०५/२०१६	६८१८९.३१	६८१८९.३१ (पूर्वं मंजुरी प्रमाणे बांधकाम)
८	IR (पूर्वीचे सेक्टर I)	एकाधिकृत नगर वसाहत /मो.अंतर्गत, खोलो व इतर/ ससंठाणे/२९५९ दि. १५/१२/२०२२	१५०००.८६	१५०००.८६ (सुधारित)
९	IR (पूर्वीचे सेक्टर I)	एकाधिकृत नगर वसाहत /मो.अंतर्गत, खोलो व इतर/ ससंठाणे/१९५९ दि. १५/१२/२०२२	१४२७५.२६	१४२७५.२६ (सुधारित)
१०	K	एकाधिकृत नगर वसाहत /मो.अंतर्गत, खोलो व इतर/ ससंठाणे/१३०२ दि. ०४.०७.२०१९	८५४.५३	८५४.५३ (पूर्वं मंजुरी प्रमाणे बांधकाम)
११	O	एकाधिकृत नगर वसाहत /मो.अंतर्गत, खोलो व इतर/ ससंठाणे/१३८४ दि. १२/०५/२०२२	४८३३८.३०	४८३३८.३० (सुधारित)
१२	P	एकाधिकृत नगर वसाहत /मो.अंतर्गत, खोलो व इतर/ ससंठाणे/१३८४ दि. १२/०५/२०२२	२२२१०.६९	२२,२१०.६९ (सुधारित)
१३	Q	एकाधिकृत नगर वसाहत /मो.धारिकरी, मो. माणगांव, मौजे कोडे, ता. कल्याण/ ससंठाणे/३६२९ दि. ०५/०४/२०२३	—	४५,५६२.०० (Plot Allocated)

अ. क्र.	इमारत	प्रस्तावित मजले	इमारतीची उंची (मी.)	इमारतीचा आवरण	बांधकाम क्षेत्र (चौ. मी.)
१	HDFC LTD ( C- B२)	—	—	—	—
२	ENCUBE Ethics Pvt Ltd.	—	—	—	—
३	( Plot C - B४)	—	—	—	—

**सेक्टर - D: बांधकाम परवानगीचे क्षेत्र**

अ. क्र.	इमारत	प्रस्तावित मजले	इमारतीची उंची (मी.)	इमारतीचा आवरण	बांधकाम क्षेत्र (चौ. मी.)
१	ROW HOUSE (१७६ House)	ता. + १ मजले	७.६	रडिबत	४४९०९.०९
एकूण -					४४९०९.०९

**सेक्टर - IR (पूर्वीचे सेक्टर I): बांधकाम परवानगीचे क्षेत्र**

अ. क्र.	इमारत	प्रस्तावित मजले	इमारतीची उंची (मी.)	इमारतीचा आवरण	बांधकाम क्षेत्र (चौ. मी.)
१	Retail Building	ता. + १ मजले	४.८०	रडिबत	१९६.३४
एकूण -					१९६.३४

**सेक्टर - IR (पूर्वीचे सेक्टर I): बांधकाम परवानगीचे क्षेत्र**

अ. क्र.	इमारत	प्रस्तावित मजले	इमारतीची उंची (मी.)	इमारतीचा आवरण	बांधकाम क्षेत्र (चौ. मी.)
१	Cluster no. १०.०३ Wing- A,B,C,D,E & F	ता. + १४ मजले	४२.१०	रडिबत	६४७६४.९५
२	Cluster १०.०५ Wing A,B & C,D	ता. + १४ मजले	४५.००	रडिबत	२९,८३०.७६
३	Cluster १०.०६ Wing A,B & C,D	ता. + १४ मजले	४५.००	रडिबत	२९,८३०.७६
४	Shop	ता.	४.४०	रडिबत	७०९.४७



- ८) प्रस्तावित इमारतीत मॅकेनिकल लाईटिंग अॅन्ड वॉटिलेसन देणार असल्याबाबतचे प्रौढावय अर्जेदार यांनी सादर केलेले आहे. सदर प्रौढावयानुसार प्रत्यक्ष जागी सुविधा प्रस्तावित करणे अर्जेदार यांच्यावर बंधनकारक राहिले.
- 9) Social Housing (EWS/LIG) अंतर्गत विकासकस आवश्यक २/३ सदनिकांची यादी महाास सोडत पडतील काटप करावयाची असून १/३ सदनिका ह्या विकासकास भाडोत्पादकावरील परांसाठी स्वतःकडे राखून ठेवावयाच्या आहेत. त्यानुसार अर्जेदार कंपनीस मंजूर रेखांकनानुसार ३,५९,३५६.०४ चौ.मी क्षेत्र Social Housing (EWS/LIG) सखी राखून ठेवावचे असून त्याचैकी अर्जेदार यांनी 'सेक्टर १-२ व १-२' मध्ये १,५९,७२२.३९ चौ.मी क्षेत्र प्रस्तावित केले आहे. विकासकास उपरीत १,९९,६३३.६५ चौ.मी क्षेत्र पुढील बांधकामात देणे बंधनकारक राहिले. तसेच विकासकास एकत्रितकुलनगर वसाहतीसाठी UDCPR २०२० नियमावलीतील नियम क्र. १४.१.१.९ (III) नुसार Social Housing (EWS/LIG) बाबतच्या आवश्यक तरतुदीची पूर्तता करणे विकासकावर बंधनकारक राहिले.
- १०) विकासकास सदर प्रकल्पातील Social Housing (EWS/LIG) चे क्षेत्र हे विजेची कठवयाच्या सदनिकांच्या प्रमाणात बांधणे व विजेची कठवयाच्या इमारतीचे भोगवटा प्रमाणपर घेणेपूर्वी Social Housing (EWS/LIG) इमारतीचे भोगवटा प्रमाणपर घेणे बंधनकारक राहिले.
- ११) महाराष्ट्र प्रादेशिक नियोजन व नगर रचना अधिनियम, १९६६ चे कलम ४८ अनुसार महसूल विभागाने बांधकाम परवानगी दिलेल्या तारखेपासून एक वर्षांपेक्षा वेध असेल. यानंतर पुढील वर्षासाठी अर्जेदार यांनी योग्य त्या कारणासहित नियोजन प्राधिकरणाकडे विनंती अर्ज करून परवानगीचे नुननीकरण मुदत संपल्याची कुरणे आवश्यक राहिले. अशा प्रकारचे नुननीकरण फक्त ३ वर्षांकरिता येईल. उपरोक्त नमुद वेध मुदतीत बांधकामास सुरुवात केली नसल्यास अर्जेदारास नव्याने परवानगी घ्यावी लागेल. नवीन परवानगी घेताना त्याचैकी अतिरिक्त असलेल्या नियमांचा व नियोजित विकास आराखड्याच्या अनुषंगाने छाननी करण्यात येईल व ही बाब अर्जेदार / जमीनमालक यांच्यावर बंधनकारक राहिले.
- १२) स्वयं सहायक नकाशावर दर्शविल्याप्रमाणे रस्त्यापासून नियोजित बांधकामाचे अंतर व नियोजित बांधकामापासून पुढील, मागील व बाजूची ओतरे प्रत्यक्ष जागेवर असली पाहिजेत व त्या छातील जाग बांधकाम घाली ठेवणे आवश्यक आहे.
- १३) नियोजित इमारतीच्या बाबतासाठी आवश्यक असलेली सोडण्याबाबची व मलनिस्साराणाची व्यवस्था उपलब्ध नसल्यास इमारतीच्या बाबतासाठी अर्जेदाराने स्वच्छावने करणे आवश्यक आहे.
- १४) प्रकल्पी तडमलल्यावरील सोसायटी अधिष्ठा, गुणवत्ता रम, स्वच्छता गृह या सुविधा इमारतीतील सर्वांच्या बाबतासाठी असल्याने त्यांची विजेची कठवता वेगळी करावी. स्टिन्टचा बाबर फक्त वाहनतळासाठी करण्यात यावा, स्टिन्ट दोन्ही बाजूने घालणे अर्जेदार/ मालक यांना बंधनकारक राहिले.
- १५) विषयवर्षित भूखंडावरील प्रस्तावित इमारतीच्या रेखातस व बाहिरीय बाबर, इमारतीचे उंची व मजले बांधकाम नकाशात दर्शविल्याप्रमाणे ठेवणे आवश्यक आहे.
- १६) अर्जेदार यांनी (Maharashtra Real Estate Regulatory Act-२०१९) रीत अधिनियमातील तरतुदीचे पालन करणे बंधनकारक आहे.
- १७) प्रस्तावित घुणी बाबतीची, टेरेस कोणत्याही परिस्थितीत बंदील कराता येणार नाही. तसेच प्रस्तावित छज्जे यांच्या बाबतीत कलम बाबर कराता येणार नाही.
- १८) मंजूर एकत्रिकृत विकास निबंधन आणि प्रोत्साहन नियमावलीतील तरतुद क्र. ३.३.९ नुसार प्रस्तावित प्रवेश मार्ग, अंतर्गत रस्ते व पाव बंधे किमान ३५.० टन वजनाने फायर हीनचे भार घेऊ शकेल

- पात्रमाने डिझाईन करून विकसित करणे व कायम घुणे बाबतासाठी ठेवणे विकासकावर / जमीनमालकावर बंधनकारक आहे.
- १९) सेक्टर बी मध्ये भूखंड क्र. C-B३ व C-B४ नव्याने Allocate केले आहेत. सदर भूखंडाची मोजणी करून घेणे आवश्यक आहे. मोजणीनंतर भूखंडाच्या क्षेत्रफळाप्रमाणे तक्रारत आल्यास सुधारित बांधकाम नकाशांना मंजुरी घेणे बंधनकारक राहिले.
- २०) इमारतीतील नऊ पिटींगचे काम, सोडण्याची / पावसाचे पाणी यांची निगीतीकरणाचे काम कोणत्याही महानगरपालिका किंवा नगर पालिका यांचेकडे नोंदणीकृत फॉर करून घेतले जाणे आवश्यक आहे. सेप्टिक टँकचे साईट स्टॅंडर्डप्रमाणे असावे, निष्पावणे पाण्याचे स्तोत घालून सेप्टिक टँकचे अंतर १२.० मी. राहणे आवश्यक आहे.
- २१) मंजूर एकत्रिकृत विकास निबंधन आणि प्रोत्साहन नियमावलीतील नियम क्र. १३.३ नुसार देण बाईट हाव्हिंग सिस्टीम कार्यावित्त करणे आवश्यक राहिले.
- २२) जमीन धाक, विकासक, कॅन्ट्रक्टर, घातुविरादार, स्ट्रक्चरल इंजिनियर, साईट सुरवाईनर यांची नावे फलकवर प्रसिध्द करणे बंधनकारक राहिले. तसेच बांधकामाच्या तपशील दर्शविणारे जागेचा स. नं. / क्षेत्र, प्रस्तावित मजले / बांधकाम क्षेत्र दर्शविणारा फलक जागेवर लावणे अर्जेदार यांना बंधनकारक राहिले.
- २३) मंजूर एकत्रिकृत विकास निबंधन आणि प्रोत्साहन नियमावलीतील विनियम क्र. २.८ ते २.११ मधील तरतुदीनुसार बांधकाम जेते तपसाची, भोगवटा प्रमाणपर व इतर बाबतचे कार्यवाही करणे अर्जेदार / विकासक/घातुविरादार यांना बंधनकारक राहिले.
- २४) विषयवर्षित इमारतीत ओला कचरा व सूका कचरा यांचे वर्गीकरण व त्यांची विल्हेवाट लावणे याबाबत योग्य तो स्वयं सहायक योजना घालून ही इमारत बाबर दाखल्यानुषी कार्यावित्त करणे जमीन मालकास / विकासकास बंधनकारक राहिले.
- २५) विषयवर्षित जाग किंवा शिधा भाग भूखंडाने अधिनियम, १९६६ तसेच भूमि संवदन पुनर्वसन व पुनर्वसाहत अधिनियम, २०१३ अनुसार किंवा महाराष्ट्र औद्योगिक अधिनियम १९६६ या छातील भूखंडानासाठी अधिसूचित केलेली नाही. याबाबताची छाती महसूल विभागाने तसेच अर्जेदार यांनी करणे आवश्यक राहिले.
- २६) संदर्भित जागेचे क्षेत्र, स्थान, इदी, आकार, बाबर बंधवित्त, भोगवटावर, भाडेकर, मालकी इत्काबाबत काही तक्रारी असल्यास त्याची संपूर्ण नवाबदारी अर्जेदार यांचेवर राहिले. तसेच लगतच्या भूखंडाबाबताच्या काही तक्रारी असल्यास त्याची सर्वस्वी नवाबदारी अर्जेदारावर राहिले.
- २७) विषयवर्षित जागेवरील बांधकामाची मंजूर नकाशाप्रमाणे कार्यन्वयन बांधकाम साहित्याची गुणवत्ता व दर्जा, प्रस्तावित इमारतीचे आर. सी. सी. डिझाईन, अग्निशमन व्यवस्था इत्यादीबाबत जमीन मालक/ विकासकाची/घातुविरादार/सल्लागार अधिपत्या/ स्ट्रक्चरल अधिपत्या यांची नवाबदारी राहिले.
- २८) विषयवर्षित जागेवरील बांधकाम करताना जाग. एस. १३९२०-१९९३ भूकेपरोधक आर. सी. सी. डिझाईन अनुसार बांधकाम घटकांचे नियोजन अर्जेदारास नोंदणीकृत स्ट्रक्चरल इंजिनियर यांचेकडून घेणे आवश्यक असून त्यांचे देखरेखी छाती नियोजित इमारतीचे बांधकाम पुर्ण करणे अर्जेदार/ विकासकांनी यांचेवर बंधनकारक राहिले.
- २९) मंजूर एकत्रिकृत विकास निबंधन आणि प्रोत्साहन नियमावली विनंती क्र. ०३/१२/२०२० मधील तरतुदीचे पालन करण्याची नवाबदारी अर्जेदार / विकासकावर बंधनकारक राहिले. तसेच विनंगीत बांधकाम परवानगीच्या अनुषंगाने पूर्ण तिकारस परातील रेखांकनाच्या अटी व शर्ती बंधनकारक राहिले.
- ३०) अर्जेदार यांनी परवानगी व्हेरीफिकेशन काढणे बांधकाम केल्यास महाराष्ट्र प्रादेशिक व नगर रचना अधिनियम, १९६६ कलम ५२ ते ५५ अनुसार संपूर्ण विभागाकडून कार्यवाहीस पाव राहिले.

<b>कलम-५</b>	
दस्त क्र. १०३३	२०१५
६०	८२



- ३१) महाराष्ट्र इमारत व इमारत बाबतावर नियम २००७ मधील तरतुदी जमीन धाक विकासक यांचेवर बंधनकारक राहिले.
- ३२) मंजूर एकत्रिकृत विकास निबंधन आणि प्रोत्साहन नियमावली २०२० मधील नियम क्र. १३.४.१ नुसार Grey Water Treatment and recycling Plant बांधून कार्यावित्त करणे तसेच नियमावलीतील इतर तरतुदीचे पालन करणे अर्जेदारावर बंधनकारक राहिले.
- ३३) प्रकल्पी जमीनवरील प्रस्तावित नवीन बांधकामाचे अनुषंगाने Structural Stability Certificate आवश्यक आहे. Structural Stability बाबत सर्वस्वी नवाबदारी रॉबिन्सन संरचनात्मक अधिपत्या व जमीन मालक / विकासक यांची राहिले.
- ३४) सादर केलेली कागदपत्रे चुकीची अथवा दिशाभूल करणारी आढळल्यास सदरची परवानगी रद्द समजण्यात येईल.

सोबत: मंजूर नकाशांचा संच  
 आपला,  
 (किशोर पाटील)  
 सहायक संचालक, नगर रचना,  
 ठाणे

प्रत बाहिरी व पुढील कार्यवाहीसाठी सविनय सादर:-  
 १. मा. महानगर आयुक्त, मुंबई महानगर प्रदेश विकास प्राधिकरण, चांडे, मुंबई यांना माहितीसाठी सादर  
 २. वरिष्ठ नियोजनकार, मुंबई महानगर प्रदेश विकास प्राधिकरण, उपाध्यक्ष कार्यालय, ठाणे  
 / प्रकल्पी अर्जेदार यांचेकडून विकास शुल्क रुपये २८,१५,५२५/- या भरणा करून घेतले जावे व याबाबत या कार्यालयस अजगत करावे.

1000





10 अ. वा.पु.पु.प.अ. 1/2017-18 (अंतिम) खोले हेतुचे अर्जाचे अटी व शर्ती अन्वये, या अर्जावरून (अंतिम) अ. अ.वा.पु.प.अ. 1/2017-18

Table with 5 columns: S.No., ITEMS, BUDGET, ESTIMATE, ESTIMATION, ESTIMATION. Contains detailed budget breakdown for various infrastructure and social service items.

11 अ. वा.पु.पु.प.अ. 1/2017-18 (अंतिम) खोले हेतुचे अर्जाचे अटी व शर्ती अन्वये, या अर्जावरून (अंतिम) अ. अ.वा.पु.प.अ. 1/2017-18

Table with 5 columns: S.No., ITEMS, BUDGET, ESTIMATE, ESTIMATION, ESTIMATION. Contains detailed budget breakdown for various infrastructure and social service items.

Handwritten text and stamps in the center of the page, including a large stamp with the number 3033 2024 and other markings.

12 अ. वा.पु.पु.प.अ. 1/2017-18 (अंतिम) खोले हेतुचे अर्जाचे अटी व शर्ती अन्वये, या अर्जावरून (अंतिम) अ. अ.वा.पु.प.अ. 1/2017-18

Table with 5 columns: S.No., ITEMS, BUDGET, ESTIMATE, ESTIMATION, ESTIMATION. Contains detailed budget breakdown for various infrastructure and social service items.

13 अ. वा.पु.पु.प.अ. 1/2017-18 (अंतिम) खोले हेतुचे अर्जाचे अटी व शर्ती अन्वये, या अर्जावरून (अंतिम) अ. अ.वा.पु.प.अ. 1/2017-18

13 अ. वा.पु.पु.प.अ. 1/2017-18 (अंतिम) खोले हेतुचे अर्जाचे अटी व शर्ती अन्वये, या अर्जावरून (अंतिम) अ. अ.वा.पु.प.अ. 1/2017-18. This section contains detailed handwritten notes and stamps, including a large circular stamp with the text 'THE DISTRICT ENGINEER, DISTRICT THANE'.

14 अ. वा.पु.पु.प.अ. 1/2017-18 (अंतिम) खोले हेतुचे अर्जाचे अटी व शर्ती अन्वये, या अर्जावरून (अंतिम) अ. अ.वा.पु.प.अ. 1/2017-18

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15 अ. वा.पु.पु.प.अ. 1/2017-18 (अंतिम) खोले हेतुचे अर्जाचे अटी व शर्ती अन्वये, या अर्जावरून (अंतिम) अ. अ.वा.पु.प.अ. 1/2017-18. This section contains detailed handwritten notes and stamps, including a large circular stamp with the text 'THE DISTRICT ENGINEER, DISTRICT THANE'.

16 अ. वा.पु.पु.प.अ. 1/2017-18 (अंतिम) खोले हेतुचे अर्जाचे अटी व शर्ती अन्वये, या अर्जावरून (अंतिम) अ. अ.वा.पु.प.अ. 1/2017-18

16 अ. वा.पु.पु.प.अ. 1/2017-18 (अंतिम) खोले हेतुचे अर्जाचे अटी व शर्ती अन्वये, या अर्जावरून (अंतिम) अ. अ.वा.पु.प.अ. 1/2017-18. This section contains detailed handwritten notes and stamps, including a large circular stamp with the text 'THE DISTRICT ENGINEER, DISTRICT THANE'.

17 अ. वा.पु.पु.प.अ. 1/2017-18 (अंतिम) खोले हेतुचे अर्जाचे अटी व शर्ती अन्वये, या अर्जावरून (अंतिम) अ. अ.वा.पु.प.अ. 1/2017-18

17 अ. वा.पु.पु.प.अ. 1/2017-18 (अंतिम) खोले हेतुचे अर्जाचे अटी व शर्ती अन्वये, या अर्जावरून (अंतिम) अ. अ.वा.पु.प.अ. 1/2017-18. This section contains detailed handwritten notes and stamps, including a large circular stamp with the text 'THE DISTRICT ENGINEER, DISTRICT THANE'.





म.प्र.सर्वसाधारण-१०-३० (आय) खाते द्वारे द्वैराजे कोटी यांच्याकरीता... कायदा नमबरा, म.संसाधारण-१०/३०, म.संसाधारण-१०/३०/३१

Table with 5 columns: No, Name, Amount, and Description. Lists various entries with amounts ranging from 1000 to 100000.

म.प्र.सर्वसाधारण-१०-३० (आय) खाते द्वारे द्वैराजे कोटी यांच्याकरीता... कायदा नमबरा, म.संसाधारण-१०/३०, म.संसाधारण-१०/३०/३१

Table with 5 columns: No, Name, Amount, and Description. Lists various entries with amounts ranging from 1000 to 100000.

म.प्र.सर्वसाधारण-१०-३० (आय) खाते द्वारे द्वैराजे कोटी यांच्याकरीता... कायदा नमबरा, म.संसाधारण-१०/३०, म.संसाधारण-१०/३०/३१

Table with 5 columns: No, Name, Amount, and Description. Lists various entries with amounts ranging from 1000 to 100000.

Handwritten stamp: कोटी-६, 5033, 2024, EX, 168271

म.प्र.सर्वसाधारण-१०-३० (आय) खाते द्वारे द्वैराजे कोटी यांच्याकरीता... कायदा नमबरा, म.संसाधारण-१०/३०, म.संसाधारण-१०/३०/३१

Table with 5 columns: No, Name, Amount, and Description. Lists various entries with amounts ranging from 1000 to 100000.

म.प्र.सर्वसाधारण-१०-३० (आय) खाते द्वारे द्वैराजे कोटी यांच्याकरीता... कायदा नमबरा, म.संसाधारण-१०/३०, म.संसाधारण-१०/३०/३१

Table with 5 columns: No, Name, Amount, and Description. Lists various entries with amounts ranging from 1000 to 100000.

म.प्र.सर्वसाधारण-१०-३० (आय) खाते द्वारे द्वैराजे कोटी यांच्याकरीता... कायदा नमबरा, म.संसाधारण-१०/३०, म.संसाधारण-१०/३०/३१

Table with 5 columns: No, Name, Amount, and Description. Lists various entries with amounts ranging from 1000 to 100000.

म.प्र.सर्वसाधारण-१०-३० (आय) खाते द्वारे द्वैराजे कोटी यांच्याकरीता... कायदा नमबरा, म.संसाधारण-१०/३०, म.संसाधारण-१०/३०/३१

Table with 5 columns: No, Name, Amount, and Description. Lists various entries with amounts ranging from 1000 to 100000.

म.प्र.सर्वसाधारण-१०-३० (आय) खाते द्वारे द्वैराजे कोटी यांच्याकरीता... कायदा नमबरा, म.संसाधारण-१०/३०, म.संसाधारण-१०/३०/३१

Table with 5 columns: No, Name, Amount, and Description. Lists various entries with amounts ranging from 1000 to 100000.

Table with 2 columns: क्र. and विवरण. Summary table with 4 rows detailing financial transactions and balances.

Table with 4 columns: Sl. No., Date, Amount, Description. Entries include 'विशाली बालिका पाठशाला' and 'श्री १०८५'.

Table with 4 columns: Sl. No., Date, Amount, Description. Entries include 'बहुमुखी पाठशाला' and 'श्री १०८५'.

Table with 4 columns: Sl. No., Date, Amount, Description. Entries include 'श्री १०८५' and 'श्री १०८५'.

कलन-५  
दस्ता क्र. १०३३ २०२५  
६५ १२

Table with 4 columns: Sl. No., Date, Amount, Description. Entries include 'श्री १०८५' and 'श्री १०८५'.

Table with 4 columns: Sl. No., Date, Amount, Description. Entries include 'श्री १०८५' and 'श्री १०८५'. Includes a circular stamp: 'THE JOINT SUB-REGISTRAR, KALAN, DIST. ETAHNA'.

Table with 4 columns: Sl. No., Date, Amount, Description. Entries include 'श्री १०८५' and 'श्री १०८५'.

Table with 4 columns: Sl. No., Date, Amount, Description. Entries include 'श्री १०८५' and 'श्री १०८५'.

Table with 4 columns: Sl. No., Date, Amount, Description. Entries include 'श्री १०८५' and 'श्री १०८५'.

Table with 3 columns: S.No., दिनांक, and Description. Contains entries for various dates and descriptions.

Table with 3 columns: S.No., दिनांक, and Description. Contains entries for various dates and descriptions.

Table with 3 columns: S.No., दिनांक, and Description. Contains entries for various dates and descriptions.

कलम-५
क्र. 9033 2024
66 168292 62

Table with 3 columns: S.No., दिनांक, and Description. Contains entries for various dates and descriptions.

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Table with 3 columns: S.No., दिनांक, and Description. Contains entries for various dates and descriptions.







एच. एच. एच. (क्याम-क्याम)  
[आपका नाम, पता, मोबाइल नंबर, ईमेल आदि जानकारी यहाँ दर्ज करें]

आपका नाम		पता		मोबाइल नंबर		ईमेल	
पं.	नाम	पं.	नाम	पं.	नाम	पं.	नाम



कलन-५  
दस्त क्र. १०३३ | २०२५  
७० | ८२







## 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 : **P51700051956**

Project: **Tulip** , Plot Bearing / CTS / Survey / Final Plot No.: **55/2A Part, 55/3 Part, 139/1 Part at Khoni, Kalyan, Thane, 421204;**

- Macrotech Developers Limited** having its registered office / principal place of business at Tehsil: **Mumbai City**, District: **Mumbai City**, Pin: **400001**.
- This registration is granted subject to the following conditions, namely:-
  - The promoter shall enter into an agreement for sale with the allottees;
  - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
  - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (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 **13/07/2023** and ending with **31/05/2027** 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.



कलम-५	
दस्त क्र. १०३३	२०२५
५	१२

Signature valid  
Digitally Signed by  
Dr. Vasant Pramanand Prabhu  
(Secretary, MahaRERA)  
Date: 13-07-2023 15:16:06

Dated: 13/07/2023  
Place: Mumbai



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

कॉपी-५	
सं. क्र. 9033	2024
02	02



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Page




## घोषणापत्र

मी, सुरेन्द्रन नायर / पॅट्रिक मोनिस / संगीत चौधरी / रितेश जगताप / बिबिन सॅम / जॉय वालीकोदय / बर्नार्ड सोरेस याद्वारे घोषित करतो कि, दुय्यम निबंधक क-५ यांचे कार्यालयात करारनामा / या शीर्षकाचा दस्त नोंदविण्यासाठी सादर करण्यात आला आहे

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

ठिकाण - कल्याण

दिनांक : 19/01/25



कुलमुखत्यार पत्राचे घोषणापत्र लिहून देणार

## घोषणापत्र

मी, पंढरी केसरकर / राहुल वंडेकर / प्रमोद कांबळे / प्रताप सातवेकर / शैलेश मोरे / आदित्य नाडकर / संजय हरिहर / विनायक कागीनकर / श्रीकांत कांबळे याद्वारे घोषित करतो कि, दुय्यम निबंधक क-५ यांचे कार्यालयात करारनामा / या शीर्षकाचा दस्त नोंदविण्यासाठी सादर करण्यात आला आहे

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

ठिकाण - कल्याण

दिनांक : 19/01/25

कलन-५	
दस्त क्र. १०३३	२०२५
०३	१२

S.P. Kamble

कुलमुखत्यार पत्राचे घोषणापत्र लिहून देणार



रकमे नस वीर

दस्तावेजाचे मजकूर नंबर : 4442	रकम : ₹ 1,00,000
दस्तावेजाचा उद्देश : भवन वीर आणि वीर	रकम : ₹ 3,00,000
दस्तावेजाचे मजकूर नंबर : 14441	रकम : ₹ 1,00,000
कुल	₹ 1,00,000

भरणे शुल्क 2000 वीर वीर 2000  
 2.17 PM हा ठेके निलंबित

दस्तावेज क्र. 1  
 वीर वीर 2000  
 भरणे शुल्क 2000

1. दस्तावेज क्र. 1 (187) रकम ₹ 1,00,000  
 वीर वीर वीर क्र. 14441 दिनांक 04/09/2023
2. दस्तावेज क्र. 1 (187) रकम ₹ 1,00,000  
 वीर वीर वीर क्र. 14441 दिनांक 04/09/2023

**D. H. C.**  
**Deeds of Conveyance/Leasing/Transfer**

Form: DHC/2023/400  
 Date: 04/09/2023

Deed No: 4442/2023  
 Register No: 14441/2023

Value: ₹ 1,00,000

Registered: 04/09/2023

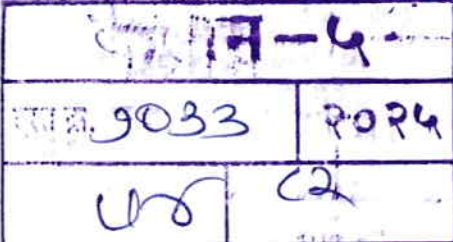
**REGISTRATION**

Form: REG/2023/400  
 Date: 04/09/2023

Registered: 04/09/2023

Value: ₹ 1,00,000

Stamp: 400.00



TO ALL TO WHOM THESE PRESENTS SHALL COME...

WHEREAS

A. The said Companies...

B. The Agreements to Sell, Agreements to Assign, Registration Agreements to Sell, Leave and License Agreements, Lease Deeds...

C. Pursuant thereto, the said Companies hereby appoint...

NOW KNOW YE ALL AND THESE PRESENTS WITNESS that we (1) MACROTECH DEVELOPERS LIMITED - MS. KALPANA MALHOTRA, 2) PALAVA DWELLERS PRIVATE LIMITED - MS. SAKTA DHAS, both adult, Indian inhabitants...

other auxiliary and incidental documents, papers, forms and deeds in connection with such Agreements to Sell/Agreement to Assign, Registration Agreements to Sell/Leave and License Agreements/Lease Deeds/Deeds of Rectification or Cancellation or Confirmation entirely at the risk and cost of the said Attorneys

PROVIDED that notwithstanding anything herein before contained the said Attorneys shall always act within and not outside the instructions or directions received by them from the management or Board of Directors of the said Companies and the said Companies hereby agree to ratify and confirm all acts and things lawfully done by the said Attorneys pursuant to the powers hereinbefore contained

IN WITNESS WHEREOF the said Companies have hereunto set and subscribed their respective seals to this Power of Attorney on this 28<sup>th</sup> day of September 2023.

**SIGNED AND DELIVERED**  
 By the within named  
**MACROTECH DEVELOPERS LIMITED**  
 Through its Director  
 MS. KALPANA MALHOTRA  
 In the presence of

**SIGNED AND DELIVERED**  
 By the within named  
**PALAVA DWELLERS PRIVATE LIMITED**  
 Through its Director  
 MS. SAKTA DHAS  
 In the presence of

Stamp: 20/09/2023

age (1) Mr. Patrick Mahesh company executive, Indian inhabitant, having his office address at 412, Upper 4, 170 Vardhman Chambers, Cawasji Patel Road, Horniman Circle, Fort, Mumbai - 400 002 and (2) Mr. Sangeet Choudhary company executive, Indian inhabitant, having his office address at 412, Floor 4, 170 Vardhman Chambers, Cawasji Patel Road, Horniman Circle, Fort, Mumbai - 400 002 and (3) Mr. Arush Jagtap company executive, Indian inhabitant, having his office address at 412, Floor 4, 170 Vardhman Chambers, Cawasji Patel Road, Horniman Circle, Fort, Mumbai - 400 002 (4) Mr. Bilal Sam company executive, Indian inhabitant, having his office address at 412, Floor 4, 170 Vardhman Chambers, Cawasji Patel Road, Horniman Circle, Fort, Mumbai - 400 002 (5) Mr. Jay Vallabhdas company executive, Indian inhabitant, having his office address at 412, Floor 4, 170 Vardhman Chambers, Cawasji Patel Road, Horniman Circle, Fort, Mumbai - 400 002 (6) Mr. Arush Jagtap (7) Mr. Bilal Sam (8) Mr. Jay Vallabhdas and (9) Mr. Bernard Scaris (hereinafter collectively referred to as 'Attorneys' and individually as 'Attorney') jointly and/or severally, as their true and lawful attorneys to do the following acts deeds matters and things and to exercise all or any of the powers and authorities hereinafter conferred that is to say:

1. To execute the Letters of Abandonment for the purpose of sale and allotment 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, Leave and License Agreements, Lease Deeds relating to the sale/transfer/lease of the residential and/or commercial units in the various buildings constructed by the said Companies and to execute other auxiliary and incidental documents, papers, forms and deeds in connection with such Agreements to Sell and/or Agreements to Assign and/or Registration Agreements to Sell and/or Leave and License Agreements and/or Lease Deeds.

Subject to prior approval of the management of the said Companies, to execute all documents, writings, affidavits and other auxiliary 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 monetary or other commitments or any other liabilities of any nature whatsoever on behalf of or against the said Companies to or by the banks or financial institutions.

Stamp: 20/09/2023

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

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

6. To appear and admit execution before the concerned Sub-Registrar of Assurances the Agreements to Sell, Agreements to Assign, Registration Agreements to Sell, Leave and License Agreements, Lease Deeds, Deeds of Rectification or Cancellation or Confirmation relating to the sale/transfer/lease of the residential and commercial units and other auxiliary and incidental documents, papers, forms and deeds in connection therewith.

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

8. For the better doing, performing and executing aforesaid powers, authorities and to do all acts, things, matters and things under this Special Power of Attorney and to revolve such appointments from time to time and to substitute or appoint any other person in his place as the Attorneys from time to time as they think fit and/or proper subject to terms stated therein.

AND GENERALLY to do all acts, deeds, matters or things relating to the execution and registration of the Agreements to Sell/Agreement to Assign/Registration Agreements to Sell/Leave and License Agreements/Lease Deeds/Deeds of Rectification or Cancellation or Confirmation relating to the sale/transfer/lease of the residential and commercial units and

Attested signatures and Photographs of the Constituted Attorneys Public

1. Mr. Surendran Nair  
 Signature: [Handwritten signature]  
 Photograph: [Portrait photo]

2. Mr. Patrick Mahesh  
 Signature: [Handwritten signature]  
 Photograph: [Portrait photo]

3. Mr. Sangeet Choudhary  
 Signature: [Handwritten signature]  
 Photograph: [Portrait photo]

4. Mr. Arush Jagtap  
 Signature: [Handwritten signature]  
 Photograph: [Portrait photo]

5. Mr. Bilal Sam  
 Signature: [Handwritten signature]  
 Photograph: [Portrait photo]

6. Mr. Jay Vallabhdas  
 Signature: [Handwritten signature]  
 Photograph: [Portrait photo]

7. Mr. Bernard Scaris  
 Signature: [Handwritten signature]  
 Photograph: [Portrait photo]

Stamp: 20/09/2023

**LODHA**

STARTED COPY OF THE RESOLUTION PASSED BY THE HOUSING CO-OPERATIVES SOCIETY OF THANE...

**NOTICE TO ENQUIRE AND SUGGEST REVISION, POWER OF ATTORNEY**

RESOLVED THAT a copy of the Resolution passed by the Executive Committee of the Society of Housing Co-Operatives Society of Thane...

**LODHA**

STARTED COPY OF THE RESOLUTION PASSED BY THE EXECUTIVE COMMITTEE OF THE SOCIETY OF HOUSING CO-OPERATIVES SOCIETY OF THANE...

**NOTICE TO ENQUIRE AND SUGGEST REVISION, POWER OF ATTORNEY**

RESOLVED THAT a copy of the Resolution passed by the Executive Committee of the Society of Housing Co-Operatives Society of Thane...

Official stamp and administrative form with handwritten entries and dates.

Administrative form and stamp section with handwritten details.

Large central stamp: **कलच-५**  
दस्त क्र. 903  
**THE SEAL OF THE JOINT REGISTRAR, DIST. THANE**

Form with a photo ID card and administrative entries.

Form with a photo ID card and administrative entries.

Form with a large circular stamp and multiple photo ID cards.

Form with a large circular stamp and multiple photo ID cards.

Form with a large circular stamp and multiple photo ID cards.

Form with a large circular stamp and multiple photo ID cards.





करणा-५	
क्र. १०३३	२०२५
७८	८२



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भारत सरकार  
GOVERNMENT OF INDIA



श्यामसुंदर सोमाई यादव  
Shyamsunder Somai Yadav  
जन्म तारीख / DOB: 09/02/1986  
पुरुष / MALE



5568 5257 7363

माझे आधार, माझी ओळख

*Shyamsunder*

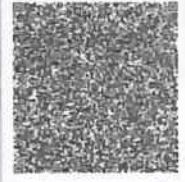
आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card  
ABYPY6700E



नाम / Name  
SHYAMSUNDER SOMAI YADAV

पिता का नाम / Father's Name  
SOMAI YADAV

जन्म की तारीख /  
Date of Birth  
09/02/1986

*Shyamsunder*  
हस्ताक्षर / Signature

11062020

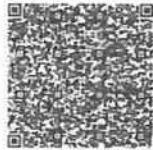
*Shyamsunder*



भारत सरकार  
GOVERNMENT OF INDIA



सुशिला श्यामसुंदर यादव  
Sushila Shyamsunder Yadav  
जन्म तारीख / DOB: 01/01/1991  
महिला / FEMALE



3500 4915 2483

आधार-सामान्य माणसाचा अधिकार

*सुशिला*

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

SUSHILA SHYAM SUNDER YADAV

DHANRAJ YADAV

01/01/1991  
Permanent Account Number

ALPPY3905J

*सुशिला*  
Signature

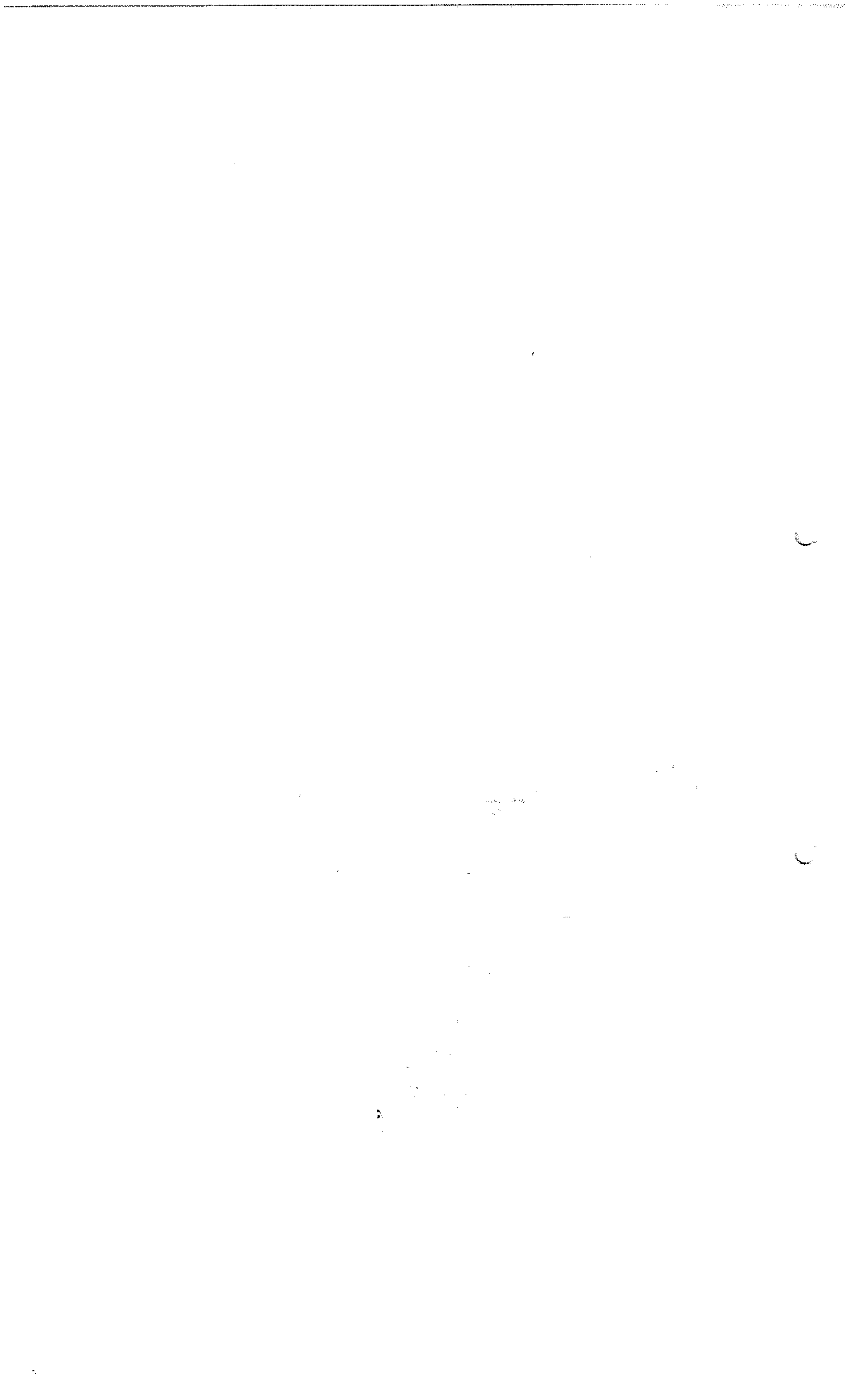


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कलन-५	
दस्त क्र. १०३३	२०२५
७९	८२

*सुशिला*





507/1033

रविवार, 19 जानेवारी 2025 2:02 म.नं.

दस्त गोपवारा भाग-1

कलन5

20/22

दस्त क्रमांक: 1033/2025

दस्त क्रमांक: कलन5 /1033/2025

बाजार मूल्य: रु. 16,83,000/-

मोवदला: रु. 31,71,836/-

भरलेले मुद्रांक शुल्क: रु.1,11,500/-

मुद्रांक शुल्क माफी असल्यास तपशिल :-

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

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

पावती:1072

पावती दिनांक: 19/01/2025

अ. क्रं. 1033 वर दि.19-01-2025

सादरकरणाराचे नाव: श्यामसुंदर सोमई यादव -

रोजी 1:56 म.नं. वा. हजर केला.

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1640.00

पृष्ठांची संख्या: 82

*Aundor*

दस्त हजर करणाऱ्याची सही:

एकुण: 31640.00

*Jalopy*  
Joint Sub Registrar Kalyan-5  
सह. दुय्यम निबंधक वर्ग-२,

कल्याण क्र. ५

दस्ताचा प्रकार: करारनामा

*Jalopy*  
Joint Sub Registrar Kalyan-5  
सह. दुय्यम निबंधक वर्ग-२,  
कल्याण क्र. ५

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

शिक्रा क्रं. 1 19 / 01 / 2025 01 : 56 : 12 PM ची वेळ: (सादरीकरण)

शिक्रा क्रं. 2 19 / 01 / 2025 01 : 56 : 51 PM ची वेळ: (फी)

**प्रतिज्ञा पत्र**

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

*Aundor*

लेहन घणार सही

*शुशीला**S.P. Kamble*

लेहन घणार सही











19/01/2025 2 02:01 PM

दस्त क्रमांक :कलन5/1033/2025

दस्ताचा प्रकार :-करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	ठसा प्रमाणित
1	नाव:मॅक्रोटिक डेव्हलपर्स लि. तर्फे कु.मु. सुरेन्द्रन नायर तर्फे कु. मु. श्रीकांत कांबळे 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, मुम्बई. पॅन नंबर:AAACL1490J	लिहून देणार वय :-46 स्वाक्षरी:- S-P Kamble		
2	नाव:श्यामसुंदर सोमई यादव - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: ए-30, 26, यशवंतराव चव्हाण नगर, एकता सेवा समिती, जी एम लिंक रोड, जे जे भोमले मार्ग, मानखुर्द, मुंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुम्बई. पॅन नंबर:ABYPY6700E	लिहून घेणार वय :-38 स्वाक्षरी:- Pardol		
3	नाव:मुशिला श्यामसुंदर यादव पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: ए-30, 26, यशवंतराव चव्हाण नगर, एकता सेवा समिती, जी एम लिंक रोड, जे जे भोमले मार्ग, मानखुर्द, मुंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुम्बई. पॅन नंबर:ALPPY3905J	लिहून घेणार वय :-33 स्वाक्षरी:- मुशिला		

वरील दस्तऐवज करून देणार तथाकथीत करारनामा चा दस्त ऐवज करून दिल्याचे कवुल करतात.

शिक्षा क्र.3 ची वेळ:19 / 01 / 2025 01 : 58 : 42 PM

ओळख:-

दस्तऐवज निष्पादनाचा कवुलीजबाब देणाऱ्या सर्व पक्षकारांची ओळख संमती-आधारित - आधार प्रणालीद्वारे पडताळण्यात आली आहे. त्याबाबत प्राप्त माहिती पुढीलप्रमाणे आहे,

Sr. No.	Type of Party & Name	Date & Time of Verification with UIDAI	Information received from UIDAI (Name, Gender, UID, Photo)
1	लिहून देणार मॅक्रोटिक डेव्हलपर्स लि. तर्फे कु.मु. सुरेन्द्रन नायर तर्फे कु. मु. श्रीकांत कांबळे	19/01/2025 01:58:53 PM	श्रीकांत पोपट कांबळे M 1168409930061340672
2	लिहून घेणार श्यामसुंदर सोमई यादव -	19/01/2025 01:59:08 PM	श्यामसुंदर सोमई यादव M 1319171060298964992
3	लिहून घेणार मुशिला श्यामसुंदर यादव	19/01/2025 01:59:23 PM	मुशिला श्यामसुंदर यादव F 1319171060168941568

शिक्षा क्र.4 ची वेळ:19 / 01 / 2025 01 : 59 : 24 PM

शिक्षा क्र.5 ची वेळ:19 / 01 / 2025 02 : 00 : 18 PM नोंदणी पुस्तक 1 मध्ये

Joint Sub Registrar Kalyan 5

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	Macrotech Developers Limited	eChallan	02003942025011701047	MH014395207202425E	111500.00	SD	0008048124202425	19/01/2025
2		DHC		0125184610412	1640	RF	0125184610412D	19/01/2025
3	Macrotech Developers Limited	eChallan		MH014395207202425E	30000	RF	0008048124202425	19/01/2025

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

1033 /2025

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प्रमाणित करण्यात येते की, सदर दस्त  
क्र. 9033... मध्ये ८२ पाने आहेत.  
पुस्तक क्रमांक ..... ९ वर नोंदला  
दिनांक १९/०९/२०२५

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

कल्याण-५	
दस्त क्र. 9033	२०२५
८२	८२

