

513/10175

पावती

Original/Duplicate

Friday, December 11, 2020

नोंदणी क्र.: 39न

5:02 PM

Regn.: 39M

पावती क्र.: 10565 दिनांक: 11/12/2020

गावाचे नाव: मुळगांव

दस्तऐवजाचा अनुक्रमांक: बदर17-10175-2020

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: पी एस साखळकर - -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1800.00

पृष्ठांची संख्या: 90

एकूण:

रु. 31800.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

5:16 PM ह्या वेळेस मिळेल.

बाजार मुल्य: रु. 12989417.88 /

नोवदस्ता रु. 16079850/-

भरलेले मुद्रांक शुल्क : रु. 321500/-

सह. दु. नि. का. अंधेरी-6
मुंबई उपनगर जिल्हा.

1) देयकाचा प्रकार: By Cash रक्कम: रु 1800/-

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH008043508202021E दिनांक: 11/12/2020

वैकेचे नाव व पत्ता:

Shelley



11/12/2020

सूची क्र.2

दुय्यम निबंधक : सह द.नि. अंधेरी 6

दस्त क्रमांक : 10175/2020

नोंदणी :

Regn:63m

गावाचे नाव : मुळगांव

(1)विलेखाचा प्रकार	करारनामा
(2)मोबदला	16070850
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	12989417.88
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :सदनिका नं: ऑफिस नं 202, माळा नं: 2रा मजला, इमारतीचे नाव: लोढा सुप्रिमस-अंधेरी, ब्लॉक नं: लोढा इंटरनीस,एम.आय.डी.सी. रोड,अंधेरी-पूर्व,मुंबई, रोड : ऑफ महाकाली केव्हज रोड, इतर माहिती: सोबत एक कार पार्किंग((C.T.S. Number : 76, 77, 81 व दस्तात नमूद केल्याप्रमाणे. ;))
(5) क्षेत्रफळ	1) 66.81 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पसकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-मॅक्रोटिक डेव्हलपर्स लि. तर्फे कु. सु. सुरेन्द्रत नायर तर्फे कु. सु. राहुल वंडेकर -- वय:-41; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 412, 4था मजला, 17जी वर्धमान चेंबर, कावसजी पटेल रोड, हॉर्निमन सर्कल, फोर्ट, मुंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुंबई. पिन कोड:-400001 पॅन नं:-AAACL1490J
(8)दस्तऐवज करून घेणा-या पसकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-पी एस साबळकर -- वय:-61; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 801, जयराम स्मृती, मांगल्य हॉल जवळ, एच एफ सोसायटी रोड, जोगेश्वरी ईस्ट, मुंबई, इंडिया, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुंबई. पिन कोड:-400060 पॅन नं:-ANSPS9565M
(9) दस्तऐवज करून दिल्याचा दिनांक	11/12/2020
(10)दस्त नोंदणी केल्याचा दिनांक	11/12/2020
(11)अनुक्रमांक,खंड व पृष्ठ	10175/2020
(12)बाजारभावप्रमाणे मुद्रांक शुल्क	321500
(13)बाजारभावप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

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



सह. दुय्यम निबंधक, अंधेरी - 6
मुंबई उपनगर जिल्हा.

Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	P S SAKHALKAR	eChallan	69103332020120914217	MH008043508202021E	321500.00	SD	0003751881202021	11/12/2020
2		By Cash			1800	RF		
3	P S SAKHALKAR	eChallan		MH008043508202021E	30000	RF	0003751881202021	11/12/2020

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



CHALLAN
MTR Form Number-6



GRN	MH008043508202021E	BARCODE			Date	08/12/2020-18:18:13	Form ID	25.2	
Department	Inspector General Of Registration			Payer Details					
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)							
		PAN No.(If Applicable)	ANSPS9565M						
Office Name	BDR4_JT SUB REGISTRAR ANDHERI 2	Full Name	P S SAKHALKAR						
Location	MUMBAI	Flat/Block No.	Unit no 202 Lodha Codename Big League						
Year	2020-2021 One Time	Premises/Building							
Account Head Details		Amount In Rs.	Road/Street	Lodha Eternis MIDC Road Andheri East					
0030045501	Stamp Duty	321500.00	Area/Locality	Mumbai					
0030063301	Registration Fee	30000.00	Town/City/District						
			PIN	4	0	0	0	9	3
			Remarks (If Any)	PAN2=AAACL1490J--SecondPartyName=Macrotech Developers Limited-CA=16070850					
			Amount In	Three Lakh Fifty One Thousand Five Hundred Rupees					
Total		3,51,500.00	Words	Only					
Payment Details			IDBI BANK	FOR USE IN RECEIVING BANK					
Cheque-DD Details			Bank CIN	Ref. No.	69103332020120914217	690492413			
Cheque/DD No.		Bank Date	RBI Date	09/12/2020-18:50:02	Not Verified with RBI				
Name of Bank			Bank-Branch	IDBI BANK					
Name of Branch			Scroll No. , Date	Not Verified with Scroll					

Department ID :

Mobile No. : 9821888440

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

सादर चालन केवल दृश्यम निबंधक कार्यालयात नोंदणी करावयाच्या रजिस्ट्रार कार्यालयात लागू आहे. नोंदणी न करता रजिस्ट्रार कार्यालयात सादर चालन लागू नाही.

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बंदर-१७/

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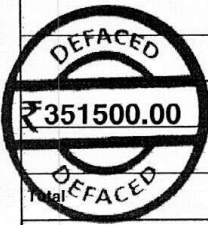




CHALLAN
MTR Form Number-6



GRN	MH008043508202021E	BARCODE			Date	08/12/2020-18:18:13	Form ID	25.2
Department	Inspector General Of Registration			Payer Details				
Stamp Duty	Registration Fee			TAX ID / TAN (If Any)				
Type of Payment				PAN No.(If Applicable)	ANSPS9565M			
Office Name	BDR4_JT SUB REGISTRAR ANDHERI 2			Full Name	P S SAKHALKAR			
Location	MUMBAI			Flat/Block No.	Unit no 202 Lodha Codename Big League			
Year	2020-2021 One Time			Premises/Building				
Account Head Details		Amount In Rs.		Road/Street	Lodha Eternis MIDC Road Andheri East			
0030045501 Stamp Duty		321500.00		Area/Locality	Mumbai			
0030063301 Registration Fee		30000.00		Town/City/District	बदर-१७/			
				PIN	4 0 0 0 9 3			
				Remarks (If Any)	१०९७५ २ २०			
				PAN2=AAACL1490	Second Party Name=Macrotech Developers			
				Limited-CA=16070850				
				Amount In Words	Three Lakh Fifty One Thousand Five Hundred Rupees Only			
Total		3,51,500.00						
Payment Details			IDBI BANK			FOR USE IN RECEIVING BANK		
Cheque/DD Details			Bank CIN	Ref. No.	69103332020120914217	690492413		
Cheque/DD No.			Bank Date	RBI Date	09/12/2020-18:50:02	10/12/2020		
Name of Bank			Bank-Branch		IDBI BANK			
Name of Branch			Scroll No. , Date		100 , 10/12/2020			



Department ID : Mobile No. : 9821888440
 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 सदर चलन केवल दृश्य निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

Validity unknown

Digitally signed by PS SAKHALKAR
 VIRTUAL FIRE SUR
 MUMBAI 03
 Date: 2020.12.11
 19:50:48 IST
 Reason: Secure Document

Challan Defaced

Sr. No.	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(IS)-513-10175	11/12/2020-17:02:29	IGR554	30000.00
2	(IS)-513-10175	11/12/2020-17:02:29	IGR554	321500.00
Total Defacement Amount				3,51,500.00



मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)					
Valuation ID		202012117059		11 December 2020,03:58:45 PM	
मूल्यांकनाने वर्ष	2020				
जिल्हा	मुंबई (उत्तर)				
मूल्य विभाग	41-मुळांन (ओपेरी)				
उप मूल्य विभाग	41/212मुभाग: उत्तर, पूर्व व दक्षिणेस गावाची हद्द व पश्चिमेस महाकाली गुंफा मार्ग.				
सर्व्हे नंबर /न. पू. क्रमांक :	सि.टी.एस. नंबर/76				
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.					
खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	पोत्रपापनाचे एकक
64920	152440	169230	184490	152440	चौरस मीटर
बांधीव क्षेत्राची माहिती:					
बांधकाम क्षेत्र (Built Up):	73.271 चौरस मीटर	मिळकतीचा वापर-	कार्यालये/व्यावसायिक	मिळकतीचा प्रकार-	बांधीव
बांधकामाने वर्गीकरण-	1-आर सी सी	मिळकतीचे वय-	0 TO 2 वर्षे	मूल्यदर/बांधकामाचा दर -	Rs.169230/-
उदवाहन सुविधा-	आहे	मजला -	1st floor To 4th floor	कार्पेट क्षेत्र-	66.61 चौरस मीटर
संघिय वापराच्या इमारतीमधील कार्यालये/व्यावसायिक - No					
Sale Type - First Sale					
Sale/Resale of built up Property constructed after circular dt.02/01/2018					
मजला निहाय घट/वाढ = 100% apply to rate= Rs.169230/-					
घसा-गानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर					
=(((वार्षिक मूल्यदर - सुट्या जमिनीचा दर) * घसा-गानुसार टक्केवारी)+ सुट्या जमिनीचा दर)					
= (((169230-64920) * (100 / 100))+64920)					
= Rs.169230/-					
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र				
	= 169230 * 73.271				
	= Rs.12399651.33/-				
E) बंदिस्त वाहन तळाचे क्षेत्र	13.94 चौरस मीटर				
बंदिस्त वाहन तळाचे मूल्य	= 13.94 * (169230 * 25/100)				
	= Rs.589766.55/-				
एकत्रित अंतिम मूल्य					
= मुख्य मिळकतीचे मूल्य + कारभाराचे मूल्य + वेईकॉन मजला क्षेत्र मूल्य + सहायक्या मजलीचे मूल्य + वरील तळाचे क्षेत्र मूल्य + इमारती भोवतीच्या सुट्या जागेचे मूल्य + बंदिस्त भागाची					
= A + B + C + D + E + F + G + H + I					
= 12399651.33 + 0 + 0 + 0 + 589766.55 + 0 + 0 + 0 + 0					
= Rs.12989417.88/-					

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 2020



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बदर-१७/		
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AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made at Mumbai this 11TH day of DEC, 2020

BETWEEN:

MACROTECH DEVELOPERS LIMITED, a company incorporated and registered under the Companies Act 1956, having its registered office at , 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

P S SAKHALKAR residing / having its address at **801, JAIRAM SMRUTI, NEAR MANGALYA HALL, H F SOCIETY ROAD, JOGESHWARI (EAST), MUMBAI 400060 Maharashtra India** and assessed to income tax under permanent account number (PAN) **ANSPS9565M**, 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"**

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Annexure 2 (Chain of Title)		

WHEREAS:

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

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१.७.	"Building" shall mean the single/multi-storied buildingsto be/ being constructed as part of the Project.	
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- 1.7. "Building" shall mean the single/multi-storied buildingsto be/ being constructed as part of the Project.
- 1.8. "Building Conveyance" shall have the meaning ascribed to it in Clause 14.4 below.
- 1.9. "Building Protection Deposit" shall mean the amounts specified in the Annexure 6 (Unit and Project Details).
- 1.10. "CAM Charges" shall have the meaning ascribed to it in Clause 15.5.
- 1.11. "CAM Commencement Date" shall mean the day from which the Purchaser will be required to pay BCAM Charges and FCAM Charges (if applicable)and will be the first day of the immediately succeeding month after the Date of Offer of Possession regardless of whether the Purchaser takes possession of the Unit.
- 1.12. "Car Parking Spaces" shall mean a location where a 4 wheel passenger vehicle can be parked. Car Parking Spaces includes open / stilt / covered parking spaces and maybe located in the basement, car park (including multi-level car park), podium etc.). Shortest walking distance between the Building entrance lobby and entry to location where car is parked shall not exceed 750 meters.
- 1.13. "Carpet Area" shall mean the net usable area of the Unit including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/ verandah/open terrace area or any exclusive open terrace area. Carpet area is calculated prior to application of any finishes (i.e. on bare shell basis). Carpet area is subject to tolerance of +/- 3 per cent on account of structural, design and construction variances. In case of any dispute on the measurement of Carpet Area, the same shall be physically measured after removing all finishes that have been applied/fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Carpet Area.
- 1.14. "Cheque Bouncing Charges" shall mean the charges payable by either Party to this Agreement on account of a cheque issued pursuant to this Agreement is not honoured for any reason whatsoever including 'insufficient funds', 'stop payment' or 'account closed' and shall mean an amount equivalent to of 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 days from the date the cheque is not cleared in the first instance, the Cheque Bouncing Charges shall increase to 5 (five) per cent of the value of the cheque issued.
- 1.15. "Common Areas and Amenities" shall mean the common areas and amenities as are available to and /or in respect of the Building/ Larger Property, as the case may be and more particularly described at Annexure 7 (Common Areas and Amenities).
- 1.16. "Company Notice of Termination" shall have the meaning ascribed to it in Clause 11.2.1.
- "Confidential Information" shall have the meaning ascribed to it in Clause 27.1 below.
- "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).
- 1.19. "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.
- 1.20. "Exclusive Balcony/ Verandah/Open Terrace Area" or "EBVT Area" shall mean the floor area of the balcony or verandah or open terrace as the case may be, which is appurtenant to the net usable floor area of the Unit, meant for the exclusive use of the Purchaser. EBVT Area is calculated prior to application of any finishes (i.e. on bare shell basis) and is subject to tolerance of +/- 3 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



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and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of EBVT Area.

- 1.21. "Extended DOP" shall have the meaning ascribed to it in Clause 10.1 below.
- 1.22. "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), but shall not include BCAM Charges. FCAM Charges shall be applicable where the Project consists of more than one Ultimate Organisation and will be as set out at Annexure 6 (Unit and Project Details).
- 1.23. "Federation" shall mean the apex body to be formed by and consisting of the ultimate organisations 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 law.
- 1.24. "Federation Conveyance" shall have the meaning ascribed to it in Clause 10.5 below.
- 1.25. "FEMA" shall have the meaning ascribed to it in Clause 20(z) below.
- 1.26. "FMC" shall have the meaning ascribed to it in Clause 15.1 below.
- 1.27. "Force Majeure" shall mean an event of flood, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Project.
- 1.28. "FSI Free Constructed Spaces" shall have the meaning ascribed to it in Clause 15.13 below.
- 1.29. "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.
- 1.30. "Interest" shall mean simple interest at State Bank of India's (SBI) highest Marginal Cost of Lending Rate (MCLR) + 2 per cent per annum. The MCLR shall be taken as applicable on 1st day of each quarter (1st January, 1st April, 1st July, 1st October) and the same shall be deemed to be the applicable MCLR for the said quarter. Provided further that if SBI MCLR is no longer in use, MCLR will be replaced by equivalent benchmark rate used by SBI.
- 1.31. "Larger Property" means the land with details as described in Annexure 1 (Description of Larger Property). For clarity, there may be other building(s) and/or project(s) which will be constructed on the Larger Property.
- 1.32. "Liquidated Damages" shall mean an amount equivalent to 10 per cent of the Total Consideration.
- 1.33. "Loan" shall have the meaning ascribed to it in Clause 7.1 below.
- 1.34. "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 8 (Unit and Project Details).
- 1.35. "Net Area" shall mean the aggregate of the Carpet Area and the EBVT Area.
- 1.36. "OC" shall have the meaning ascribed to it in Clause 10.3 below.
- 1.37. "Possession Demand Letter" shall have the meaning ascribed to it in Clause 10.2 below.
- 1.38. "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.

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1.39. "Purchaser Notice of Termination" shall have the meaning ascribed to it in Clause

11.3.1.b) below.

1.40. "Refund Amount" shall mean:

1.40.1. In case of termination pursuant to Clause 11.2.1 and Clause 11.2.2: an amount equivalent to the Total Consideration or part thereof paid by the Purchaser to the Company (excluding Interest or any other charges paid by the Purchaser on account of delayed payments) after deducting therefrom the Liquidated Damages and, if applicable, any amounts paid to 3rd 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.

1.40.2. In case of termination pursuant to Clause 11.2.3 and 11.3.1.b: an amount equivalent to the aggregate of the Total Consideration 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 3rd 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.

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



1.42. "RERA" shall mean the Real Estate (Regulation and Development) Act 2016 and the rules framed by the relevant State Government thereto and any amendments to the Act or the rules.

"Service Providers" shall have the meaning ascribed to it in Clause 15.13 below.

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

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

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

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

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

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- c. in case the Purchaser is a company, directly or indirectly, the change in (i) control and, or, management; and, or, (ii) shareholding constituting more than 25 per cent of the voting rights and, or, economic interest;
- d. in case the Purchaser is a partnership firm or limited liability partnership, the change in constitution thereof.

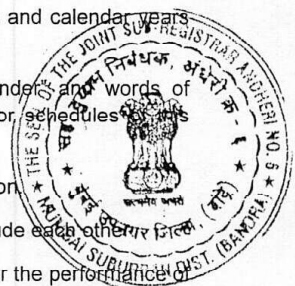
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The term "Transfer" shall be construed liberally. It is however, clarified that Transfer in favour of: (i) a Relative (as defined under the Companies Act, 2013); or (ii) a holding/subsidiary company (subject to Sub-Clause (c)(ii) above) shall not constitute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

- 1.48. "Total Consideration" shall mean the amounts payable/agreed to be paid by the Purchaser for purchase of Unit and will be the aggregate of the Consideration Value set out at Annexure 6 (Unit and Project Details), Reimbursements, the Maintenance Related Amounts and all Indirect Taxes thereto, as well as any changes in Consideration Value as per the terms of Clause 4.2.
- 1.49. "Ultimate Organization" shall mean the company/ condominium/society/other permissible legal entity to be/may be formed in respect of the Building as contemplated in Clause 14.
- 1.50. "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 floorplan thereto (with unit shaded) annexed hereto as Annexure 5 (Floor Plan).

2. **RULES FOR INTERPRETATION**

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



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breach of the terms of this Agreement by the Purchaser. The Liquidated Damages is also arrived at having regard to the cost of construction, the cost of funds raised by the Company, the ability or inability of the Company to resell the Unit, among others. The Purchaser 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.

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

3. **DISCLOSURES AND TITLE**

- 3.1. The Purchaser hereby declares and confirms that prior to the execution of this Agreement: (i) the Company has made full and complete disclosure of its title to Larger Property; (ii) he has taken inspection of all the relevant documents; and (iii) he has, in relation to the Unit/Building/Larger Property, satisfied himself of *inter alia* the following:
- Nature of the Company's right, title and encumbrances, if any;
 - The Approvals (current and future);
 - The drawings, plans and specifications;
 - 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 a 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 Total Consideration as set out at **Annexure 6 (Unit and Project Details)** hereto subject to the terms and conditions mentioned herein and the Approvals.



The Total Consideration shall remain fixed as stated in **Annexure 6 (Unit and Project Details)** hereto, save and except for proportionate share (in ratio of NetArea) of any increase in costs/charges levied by any Authority, after date of start of construction of the Building and on account of any increase in the cost of construction of the Building due to depreciation of the rupee by more than 5 per cent beyond the prevailing exchange rate with the US Dollar (\$) as on the date of start of construction of the Building. Such increase will be certified by any one of the Big 6 accountancy firms (EY, KPMG, PWC, Deloitte, BDO, Grant Thornton in 2018 and as may vary over time) and the Purchaser shall pay such proportionate share, as demanded.

- 4.3. The Total Consideration 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)**, time being of the essence. 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.
- 4.4. The Purchaser acknowledges that he has chosen the 'Construction Progress Linked Payment Plan' since it offers several advantages to the Purchaser, including that the

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installment payments may become due later in time than as envisaged at the time of entering into this Agreement, if the relevant construction milestones are delayed, thus compensating for the impact of any delay in construction on the Purchaser. This significantly reduces the risk of the Purchaser as compared to the 'Time Linked Payment Plan' option and the Purchaser has entered into this Agreement after taking into account the advantages and risks of the 'Construction Progress Linked Payment Plan'.

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- 4.5. 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 Total Consideration as per the timelines set out at Annexure 6 (Unit and Project Details), without any delay or demur for any reason whatsoever;
 - b. Shall observe all the 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.

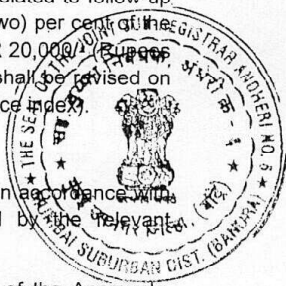
- 4.6. It is clarified and the Purchaser accords his irrevocable consent to the Company to appropriate any payment made by him, notwithstanding any communication to the contrary, in the following manner:
 - a. **Firstly**, towards the Cheque Bouncing Charges in case of dishonour of any cheque issued 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 Total Consideration, dues and Taxes payable in respect of the Unit 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 Total Consideration in respect of the Unit or under the Agreement.

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.

- 4.7. In case of the dishonor of any cheque, the Cheque Bouncing Charges will be payable by the Party which issued the cheque in question.
- 4.8. The Parties agree that, in addition to the Interest, in case of every instance of delayed payment, either Party shall be entitled to recover from the other Party responsible for such delayed payments, all costs associated with the administrative actions related to follow-up and recovery of such delayed payments, which are estimated to be 2 (two) per cent of the amount of the delayed payment per instance (subject to minimum of INR 20,000 (Twenty Thousand Only) per instance of delayed payment in 2018 and shall be revised on 1st April of each year as per rate of Reserve Bank of India's consumer price index).

5. **CONSTRUCTION AND DEVELOPMENT**

- 5.1. The Company shall, subject to the terms hereof, construct 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



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