

507/2466

पावती

Original/Duplicate

Saturday, February 19, 2022

नोंदणी क्र. :39म

10:24 AM

Regn.:39M

पावती क्र.: 2568 दिनांक: 19/02/2022

गावाचे नाव: मानगाव

दस्तऐवजाचा अनुक्रमांक: कलन5-2466-2022

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: चंद्रशेखर वेंकटरामन - -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1700.00

पृष्ठांची संख्या: 85

एकूण:

रु. 31700.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

10:44 AM ह्या वेळेस मिळेल.

Joint Sub Registrar Kalyan 5

सह. डुप्लिकेट निबंधक वर्ग-२
कल्याण क्र. ५

बाजार मुल्य: रु.2762000 /-

मोबदला रु.6295481/-

भरलेले मुद्रांक शुल्क : रु. 220500/-

1) देयकाचा प्रकार: DHC रक्कम: रु.1700/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 1902202200052 दिनांक: 19/02/2022

बँकेचे नाव व पत्ता:

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

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH012943093202122E दिनांक: 19/02/2022

बँकेचे नाव व पत्ता:

मुद्रांक शुल्क माफी असल्यास तपशिल :-

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



19/02/2022

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. कल्याण 5

दस्त क्रमांक : 2466/2022

नोदणी :

Regn:63m

गावाचे नाव : मानगाव

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	6295481
(3) बाजारभाव (भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे)	2762000
(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: कल्याण-डोंबिवली इतर वर्णन : सदनिका नं: 2204, माळा नं: 22वा मजला, इमारतीचे नाव: फॉरेस्टा बी-विंग, ब्लॉक नं: प्रिमियर कॉलनी ग्राऊंड, डोंबिवली ईस्ट, रोड : ऑन कल्याण शील रोड, इतर माहिती: विभाग नं. 43/130, सोबत एक कार पार्किंग दिनांक 15/01/2008 च्या अधिसूचनेनुसार विशेष वसाहत प्रकल्पांतर्गत प्रथम विक्रीकरारनाम्यास मु. शु. मध्ये 50% सवलत) टीपीएस -1218/3587/प्र.क्र.93/19/नवि-12 ((Survey Number : 53/3, 65/15A, 65/15B व दस्तात नमूद केल्याप्रमाणे. ;))
(5) क्षेत्रफळ	1) 60.94 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. (पूर्वीचे नाव पलावा डेव्हलर्स प्रा. लि.) तर्फे कु.मु. सुरेन्द्रन नायर तर्फे कु. मु. पंढरी केसरकर - वय:-50; 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:- चंद्रशेखर वेंकटरामन - - वय:-61; पत्ता:- प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: फ्लॅट नं डी 802 अँट ओएच लेकसाईड, कोऑप पलावा फेज 2 खोणी व्हिलेज डोंबिवली ठाणे, इंडिया, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे. पिन कोड:-421204 पॅन नं:-AAUPV3526A 2) नाव:- यज्ञा राजेश आय्यर - - वय:-31; पत्ता:- प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: फ्लॅट नं डी 802 अँट ओएच लेकसाईड, कोऑप पलावा फेज 2 खोणी व्हिलेज डोंबिवली ठाणे, इंडिया, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे. पिन कोड:-421204 पॅन नं:-ANSPC2953K
(9) दस्तऐवज करून दिल्याचा दिनांक	19/02/2022
(10) दस्त नोंदणी केल्याचा दिनांक	19/02/2022
(11) अनुक्रमांक, खंड व पृष्ठ	2466/2022
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	220500
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेरा	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

(i) within the limits of any Municipal Corporation or any Cantonment Area and charged to it.

सह. दुय्यम निबंधक वर्ग-२
कल्याण क्र. ९



Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	Macrotech Developers Limited	eChallan	69103332022021112561	MH012943093202122E	220500.00	SD	0006482497202122	19/02/2022
2	Macrotech Developers Limited	eChallan		MH012943093202122E	30000	RF	0006482497202122	19/02/2022
3		DHC		1902202200052	1700	RF	1902202200052D	19/02/2022

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



मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)					
Valuation ID	202202196				19 February 2022,09:52:37 AM
मूल्यांकनाचे वर्ष	2021				
जिल्हा	ठाणे				
मूल्य विभाग	तालुका : कल्याण				
उप मूल्य विभाग	43/130-मौजे माणगांव गावातील रहीवास विभागातील मिळकती				
क्षेत्राचे नांव	Kalyan/Dombival Municipal Corporation	सर्व्हे नंबर /न. भू. क्रमांक :			
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु. खुली जमीन 6600 निवासी सदनिका 32100 कार्यालय 35800 दुकाने 45500 औद्योगिक 35800 गोजमापनाचे एकक चौ. मीटर					
बांधीव क्षेत्राची माहिती बांधकाम क्षेत्र(Built Up)- 67.034चौ. मीटर मिळकतीचा वापर- निवासी सदनिका मिळकतीचा प्रकार- बांधीव बांधकामाचे वर्गीकरण- 1-आर सी सी मिळकतीचे वय - 0 TO 2वर्षे मूल्यदर/बांधकामाचा दर- Rs.32100/- उद्गवाहन सुविधा - आहे मजला - 21st and Above कार्पेट क्षेत्र- 60.94चौ. मीटर					
Sale Type - First Sale Sale/Resale of built up Property constructed after circular dt.02/01/2018					
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर = (वार्षिक मूल्यदर * घसा-यानुसार टक्केवारी) * मजला निहाय घट/वाढ = (32100 * (100 / 100)) * 115 / 100 = Rs.36915/-					
A) मुख्य मिळकतीचे मूल्य = वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र = 36915 * 67.034 = Rs.2474560.11/-					
D) खुल्या जमिनीवरील वाहन तळाचे क्षेत्र 13.75चौ. मीटर खुल्या जमिनीवरील वाहन तळाचे मूल्य = 13.75 * (6600*40/100) = Rs.36300/-					
Applicable Rules = 3, 18, 19, 15					
एकत्रित अंतिम मूल्य = मुख्य मिळकतीचे मूल्य + तळघराचे मूल्य + मेझॅनईन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य (खुली बाल्कनी) + वरील गच्चीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + बंदिस्त बाल्कनी + स्वयंचलित वाहनतळ = A + B + C + D + E + F + G + H + I + J = 2474560.11 + 0 + 0 + 36300 + 0 + 0 + 0 + 0 + 0 + 0 = Rs.2510860.11/- = ₹ पंचवीस लाख दहा हजार आठ शे साठ - + 10% = 27,62,000/-					

Home

Print

सह. दुय्यम निबंधक वर्ग-२
कल्याण क्र.५



क.ल.न.-५	
दस्त क्र. 2444	2022
9	29



CHALLAN
MTR Form Number-6



GRN	MH012943093202122E	BARCODE			Date	10/02/2022-16:22:31	Form ID	25.2
Department Inspector General Of Registration				Payer Details				
Stamp Duty				TAX ID / TAN (If Any)				
Type of Payment Registration Fee				PAN No.(If Applicable)		AAACL1490J		
Office Name KLN5_KALYAN 5 JOINT SUB REGISTRAR				Full Name		Macrotech Developers Limited		
Location THANE				Flat/Block No.		Flat No. 2204 Wing B CASA FORESTA Lodha		
Year 2021-2022 One Time				Premises/Building		Codename Premier		
Account Head Details				Amount In Rs.				
0030046401 Stamp Duty				220500.00		Road/Street		
0030063301 Registration Fee				30000.00		Area/Locality		
						Town/City/District		
						PIN		
						Remarks (If Any)		
						PAN2=AAUPV3526A~SecondPartyName=Chandreshokhar		
						Venkatraman~CA=6295481		
						Amount In		
						Two Lakh Fifty Thousand Five Hundred Rupees Only		
Total				2,50,500.00		Words		
Payment Details				IDBI BANK		FOR USE IN RECEIVING BANK		
Cheque-DD Details				Bank CIN		Ref. No.		69103332022021112561
Cheque/DD No.				Bank Date		RBI Date		11/02/2022-15:17:01
Name of Bank				Bank-Branch		IDBI BANK		
Name of Branch				Scroll No. , Date		Not Verified with Scroll		

Department ID :

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

सदर चालन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करतावयाच्या दस्तासाठी सदर चालन लागू नाही.


Mobile No 8169859817





CHALLAN
MTR Form Number-6



GRN	MH012943093202122E	BARCODE		Date	10/02/2022-16:22:31	Form ID	25.2
Department				Inspector General Of Registration			
Stamp Duty				Payer Details			
Type of Payment				Registration Fee		TAX ID / TAN (If Any)	
				PAN No.(If Applicable)		AAACL1490J	
Office Name				KLN5_KALYAN 5 JOINT SUB REGISTRAR		Full Name	
Location				THANE		Macrotech Developers Limited	
Year				2021-2022 One Time		Flat/Block No.	
				Premises/Building		Flat No. 2204 Wing B CASA FORESTA Lodha	
						Codename Premier	

Account Head Details		Amount In Rs.		
0030046401	Stamp Duty	220500.00	Road/Street	Premiere colony ground, On Kalyan Shil road, Dombivali E, Taluka Kalyan
0030063301	Registration Fee	30000.00	Area/Locality	Thane
			Town/City/District	
			PIN	
			Remarks (If Any)	
			PAN2=AAUPV3526A~SecondPartyName=Chandrashekhar	
			Venkatraman~CA=6295481	
			Amount In	Two Lakh Fifty Thousand Five Hundred Rupees Only
			Words	
Total		2,50,500.00		

Payment Details		IDBI BANK		FOR USE IN RECEIVING BANK	
		Cheque-DD Details		Bank CIN	Ref. No.
				69103332022021112561	707337203
Cheque/DD No.		Bank Date	RBI Date	11/02/2022-15:17:01	14/02/2022
Name of Bank		Bank-Branch		IDBI BANK	
Name of Branch		Scroll No. , Date		00 - 14/02/2022	

Department ID : **Validity unknown** Mobile No. 8169859817
 NOTE:- This challan and city unknown to be registered in Sub Registrar office only. Not valid for unregistered document.
 सदर चलन केवल दुखे लयात नोदणी करावयाच्या दस्तांसाठी लागू आहे. नोदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.
 Digitally signed by Sub Registrar, District Office, Solapur

Digitally signed by D.S.
VIRTUAL TREASURY
MUMBAI 03
Date: 2022.02.19
10:28:41 IST
Reason: Secure
Document
Location: India

Challan Defaced Det	Reason	Secure

Sr. No.	Remarks	Defacement No.	Defacement Date	Userld	Defacement Amount
1	(IS)-507-2466	0006482497202122	19/02/2022-10:24:25	IGR542	30000.00

GRN : MH012943093202122E Amount : 2,50,500.00 Bank : IDBI BANK Date : 10/02/2022-16:22:31

2	(IS)-507-2466	0006482497202122	19/02/2022-10:24:25	IGR542	220500.00
Total Defacement Amount					2,50,500.00

क.ल.न.-५	
दस्त क्र. २४६६	२०२२
४	८५


५-क.ल.क	
९९०९	२०२२
४	८

Validity unknown

Digitally signed by Ds
VIRTUAL TREASURY
MUMBAI 03
Date: 2022.02.19
10:28:41 +05
Reason: Secure
Document
Location: India



क.ल.न.-५	
दस्त क्र. २४६६	२०२२
५	८५

 D ocument H andling C harges Inspector General of Registration & Stamps	
Receipt of Document Handling Charges	
PRN 1902202200052	Receipt Date 19/02/2022
Received from MDL, Mobile number 0000000000, an amount of Rs.1700/-, towards Document Handling Charges for the Document to be registered on Document No. 2466 dated 19/02/2022 at the Sub Registrar office Joint S.R.Kalyan 5 of the District Thane.	
<div style="border: 1px solid black; border-radius: 50%; padding: 10px; display: inline-block;"> DEFACED ₹ 1700 DEFACED </div>	
Payment Details	
Bank Name SBIN	Payment Date 19/02/2022
Bank CIN 10004152022021900047	REF No. 205009941614
Deface No 1902202200052D	Deface Date 19/02/2022
This is computer generated receipt, hence no signature is required.	



क.ल.न.-५	
दस्त क्र. २४६६	२०२२
६	८५

AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made at Mumbai this 19th day of Feb-20-22




BETWEEN:

MACROTECH DEVELOPERS LIMITED, (erstwhile Palava Dwellers Private Limited, merged into Macrotech Developers Limited with effect from December 31, 2021 by virtue of Order dated 26.10.2021 of the National Company Law Tribunal, Mumbai Bench – Court V in CP (CAA) 136/MB/2021) 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

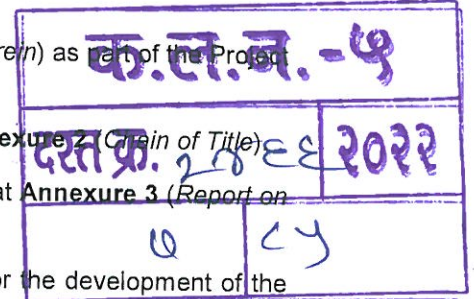
Chandrashekhar Venkatraman and Yagnya Rajesh Iyer residing / having its address at Flat No D 802, Atoh Lakeside Coop Hsg Soc, Palava Phase 2, Koni Village, Dombivali, Thane - 421204 Maharashtra India and assessed to income tax under permanent account number (PAN) **AAUPV3526A, ANSPC2953K** hereinafter referred to as the **"PURCHASER"** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include (a) in case of an individual, such individual's heirs, executors, administrators and assigns; (b) in case of a partnership firm, its partners for the time being, the survivors or the last survivor of them and legal heirs, executors, administrators or the permitted assigns of such last survivor of them; and (c) In case of a company or a body corporate or juristic entity, its successors and permitted assigns) of the **Other Part**.

The Company and the Purchaser are hereinafter individually referred to as the **"Party"** and collectively referred to as the **"Parties"**

WHEREAS:

- A. The Company is/shall be constructing 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. "Building" shall mean the single/multi-storied buildings to be/ being constructed as part of the Project.
- 1.7. "Building Conveyance" shall have the meaning ascribed to it in Clause 14.3 below.



1.8. "Building Protection Deposit" shall mean the amounts specified in the Annexure 6A (Other Amounts Payable before DOP).

1.9. "CAM Charges" shall mean: (i) the maintenance charges payable by the Purchaser *inter alia* for the maintenance of the common areas of the Building and the provision of common facilities available to the Purchaser in the Building / Project or on the Larger Property, 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 (ii) City Linked Utility Charges, as specified in the Annexure 6A (Other Amounts Payable before DOP).

1.10. "CAM Commencement Date" shall mean the day from which the Purchaser will be required to pay CAM Charges 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.

1.11. "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.

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

1.13. "City Linked Utility Charges" shall include but not be limited to maintenance charges payable by the by the Purchaser *inter alia* for the maintenance of the STP (including the pumping of water to the STP, treatment of the water and recirculation of the treated water back to the relevant portions on the Larger Property) and maintenance costs incurred towards replacement and upkeep of the STP or parts thereof and SWMP which may be located on the Larger Property which cater to the Unit and, or, the Building as specified in the Annexure 6A (Other Amounts Payable before DOP).

1.14. "Club" shall mean the club which has been constructed on the Larger Property and is owned and managed by the Company offering recreational activities to the residents on the Larger Property, either directly or through a nominee which may include the FMC which can be used *inter alia* by the Purchaser upon becoming a member of the Club, by *inter alia* executing the relevant membership forms and documents and making the payment of the Club Usage Charges in terms of and the manner set out this Agreement.

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.

1.17. "Confidential Information" shall have the meaning ascribed to it in Clause 27.1 below.

1.18. "Consideration Value" shall have the meaning ascribed to it at Annexure 6 (Unit and Project Details)

1.19. "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

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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)**.

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- 1.20. "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.
- 1.21. "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.
- 1.22. "Extended DOP" shall have the meaning ascribed to it in Clause 10.1 below.
- 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 Applicable Law. Till such time that the management of the Federation is handed over to the representatives of the ultimate organization(s) of each of the building(s) on the Larger Property, all rights and powers of the Federation shall vest in and be exercised by the Company.
- 1.24. "Federation Conveyance" shall have the meaning ascribed to it in Clause 14.4 below.
- 1.25. "FEMA" shall have the meaning ascribed to it in Clause 20.1(dd) 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, widespread disease, any other calamity caused by nature, any order of government which affects the ability of the Company to carry out works / raise moneys / get approvals, or any other event (one-off or continuing) beyond the control of the Company affecting the progress of the Project.
- 1.28. "FSI Free Constructed Spaces" shall have the meaning ascribed to it in Clause 15.166 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% (two per cent) per annum. The MCLR shall be taken as applicable on 1st (first) day of each quarter (1st January, 1st April, 1st July, 1st October) and the same shall be deemed to be the applicable MCLR for the said quarter. Provided further that if SBI MCLR is no longer in use, MCLR will be replaced by equivalent benchmark rate used by SBI.
- 1.31. "Larger Property" means the land with details as described in **Annexure 1 (Description of Larger Property)**. For clarity, there may be additional land parcels which may form part of the Larger Property, from time to time. For further clarity, there may be other building(s) and/or project(s) which will be constructed on the Larger Property.
- 1.32. "Liquidated Damages" shall mean an amount equivalent to 10% (ten per cent) of the Consideration Value and all other amounts payable under this Agreement, including, but not limited to, Reimbursements, Maintenance Related Amounts, User Based Fees, City Infrastructure Charge and all Indirect Taxes thereto.

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 CAM Charges, Property Tax and Building Protection Deposit. An indicative list of Maintenance Related Amounts is at **Annexure 6A** (*Other Amounts Payable before DOP*).

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. "Parking Spaces" shall mean a location where a 4 wheel or a 2 wheel passenger vehicle can be parked. Parking Spaces include 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 vehicle is parked shall not exceed 750 meters.

1.38. "Possession Demand Letter" shall have the meaning ascribed to it in Clause 10.1 below.

1.39. "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.

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

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

1.42. "Refund Amount" shall mean:

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

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

1.42.2. 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 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.

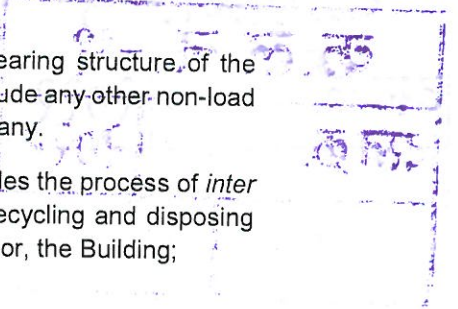
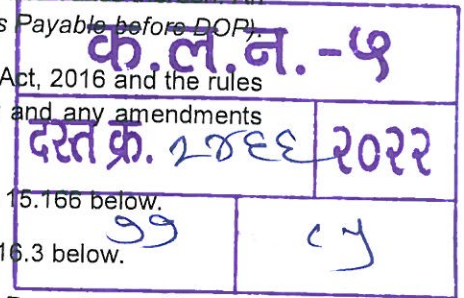
- 1.43. **"Reimbursements"** shall include all expenses directly or indirectly incurred by the Company in providing or procuring services/facilities other than the Unit, including but not limited to, LUC, electricity deposit reimbursement, administrative expenses, utility connections, piped gas connection and related expenses, legal expenses and all applicable Taxes thereon. An indicative list of Reimbursements is at **Annexure 6A** (*Other Amounts Payable before DOP*).
- 1.44. **"RERA"** shall mean the Real Estate (Regulation and Development) Act, 2016 and the rules / regulations framed by the relevant State Government thereunder and any amendments thereto and / or the rules / regulations.
- 1.45. **"Service Providers"** shall have the meaning ascribed to it in Clause 15.166 below.
- 1.46. **"Shortfall Amount"** shall have the meaning ascribed to it in Clause 16.3 below.
- 1.47. **"STP"** shall mean the sewage treatment plant situated on the Larger Property, servicing the Unit and, or, the Building;
- 1.48. **"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.
- 1.49. **"SWMP"** shall mean the Solid Waste Management Plant which includes the process of *inter alia* waste collection, waste segregation, waste processing, waste recycling and disposing of the waste, situated on the Larger Property, servicing the Unit and, or, the Building;
- 1.50. **"Taxes"** shall mean and include Direct Tax and Indirect Tax.
- 1.51. **"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.

- 1.52. **"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. In 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.
- 1.53. **"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.
- 1.54. **"User Based Fee"** shall mean the amounts payable by the Purchaser *inter alia* for the usage of Club, parking area maintenance fee and such other services as may be provided to the Purchaser. An estimate of User Based Fee is set out at **Annexure 6A** (*Other Amounts Payable before DOP*).

2. **RULES FOR INTERPRETATION**

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



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- 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 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.

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

3. **DISCLOSURES AND TITLE**

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

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

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

4. **AGREEMENT TO SELL AND CONSIDERATION**

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

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

4A. **OTHER AMOUNTS PAYABLE**

All other amounts payable under this Agreement, including, but not limited to, Reimbursements, Maintenance Related Amounts, User Based Fees, City Infrastructure Charge and all Indirect Taxes thereto, shall be paid by the Purchaser to the Company in the manner more particularly described at **Annexure 6A (Other Amounts Payable before DOP)** within 15 (fifteen) 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 in **Annexure 6A (Other Amounts Payable before DOP)**.

4B. **TERMS OF PAYMENT**

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

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

- 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.

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 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 Consideration Value along with all other amounts payable under this Agreement, including, but not limited to, Reimbursements and Maintenance Related Charges, User Based Fees, City Infrastructure Charge, 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, Reimbursements, Maintenance Related Charges, User Based Fees, City Infrastructure Charge 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 The Consideration Value and all other amounts payable under this Agreement, save and except for proportionate share (in ratio of Net Area) 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% (five 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 2021 and as may vary over time) and the Purchaser shall pay such proportionate share, as demanded.

4B.4 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.5 The Parties agree that, in addition to the Interest, in case of every instance of delayed payment, either Party shall be entitled to recover from the other Party responsible for such delayed payments, all costs associated with the administrative actions related to follow-up and recovery of such delayed payments, which are estimated to be 2% (two per cent) of the amount of the delayed payment per instance (subject to minimum of Rs. 20,000/- (Rupees Twenty Thousand Only) per instance of delayed payment in 2021 and shall be revised on 1st April of each year as per rate of Reserve Bank of India's consumer price index).

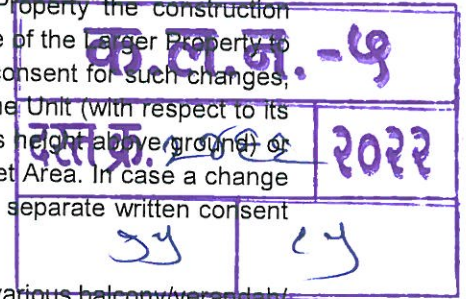
5. CONSTRUCTION AND DEVELOPMENT

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 Agreement without any objection or demur and agrees not to raise and waives his right to raise any objection, in that regard.

5.3. 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 Organisation. The Purchaser gives his consent for such changes, provided such changes shall not result in change in location of the Unit (with respect to its direction on a given floor), lowering of the Unit (with respect to its height above ground) or reduction in the Net Area more than 3% (three per cent) of the Net Area. In case a change is proposed which adversely impact any of the aforesaid factors, separate written consent shall be obtained from the Purchaser.



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

6. **SECURITIZATION**

- 6.1. The Purchaser hereby agrees and acknowledges that the Company shall, at all times, have the absolute, unconditional and unfettered right to sell, assign, transfer, securitize, dispose-off, utilise or deal with the Consideration Value and other amounts payable under this Agreement, including, but not limited to, Reimbursements and Maintenance Related Charges, User Based Fees, City Infrastructure Charge, or any part/ portion thereof (whether or not the Company is in full receipt of the same as of a particular date), in the manner that the Company may, in its sole and absolute discretion, deem fit. The Purchaser hereby further agrees and acknowledges that the Company may, from time to time, raise finance through any instrument, modes, avenues, options or markets available to the Company, whether in India or worldwide, as permissible under Applicable Law, which may include but not be limited to, procuring such financing from; any private or public institution; issuance of a security, bond, or any instrument, of any nature whatsoever, debt or equity, including redeemable or convertible (fully or partially or optionally) or non-convertible, in the primary / secondary market (whether through private placement or by way of a public offer); from any financial institutions, banks, funds and, or, any other vehicle, instrumentality, entity, body corporate or person, onshore or offshore, as the case may be. Accordingly, the Purchaser hereby grants his irrevocable consent to the Company to sell, assign, transfer, securitize, dispose-off, utilise or deal with, in a manner suitable to the Company (without requiring specific consent from the Purchaser), the Consideration Value and other amounts payable under this Agreement, including, but not limited to, Reimbursements, Maintenance Related Charges, User Based Fees and City Infrastructure Charge and/or part thereof and any amounts received/ receivable by the Company hereunder, including without limitation, the right to directly receive from the Purchaser such amounts pertaining to the Consideration Value and/or other amounts payable under this Agreement, including, but not limited to, Reimbursements, Maintenance Related Charges, User Based Fees and City Infrastructure Charge, 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 other amounts payable under this Agreement, including Reimbursements, Maintenance Related Charges, User Based Fees and City Infrastructure Charge 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, Reimbursements, Maintenance Related Charges, User Based Fees and City Infrastructure Charge or any parts thereof and/or any other amounts payable hereunder.

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

7.3. The Purchaser hereby expressly agrees that so long as the Loan and the Consideration Value and any other amounts payable under this Agreement, including, but not limited to, Reimbursements, Maintenance Related Charges, User Based Fees, City Infrastructure Charge 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 Organisation about the lien/charge of such banks/financial institutions and the Company shall not be liable or responsible for the same in any manner whatsoever.

7.4. The Purchaser indemnifies and hereby agrees to keep harmless and indemnified the Company and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Company and its successors and assigns may suffer or incur by reason of any action that any bank/ financial institution may initiate on account of the Loan or for the recovery of the Loan or any part thereof or on account of any breach by the Purchaser of the terms and conditions governing the Loan.

8. PARKING SPACES

8.1. At the request of the Purchaser, the Company hereby permits the Purchaser to use the number of Parking Spaces as set out in **Annexure 6 (Unit and Project Details)** hereto within the Project/ Larger Property. The Purchaser is aware that the Company has in the like manner allocated/ shall be allocating other 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 Organisation and/or execution of conveyance, as contemplated herein, cause such Ultimate Organisation to confirm and ratify and shall not permit the Ultimate Organisation to alter or change the allocation of 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 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 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 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.

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10. **POSSESSION**

- 10.1. Subject to the Purchaser not being in breach of any of the terms hereof and the Purchaser having paid all the dues and amounts hereunder including, but not limited to, the Consideration Value, Reimbursements, Maintenance Related Charges, User Based Fees, City Infrastructure Charge and all Indirect Taxes thereto, the Company shall endeavor to offer possession of the Unit to the Purchaser on or before the estimated DOP as extended by the grace period set out at **Annexure 6 (Unit and Project Details)** and any further extension as may be applicable pursuant to Clause 10.4 (cumulatively referred to as the "**Extended DOP**" i.e. estimated DOP as set out at **Annexure 6 (Unit and Project Details)** + grace period as set out at **Annexure 6 (Unit and Project Details)** + further extension as may be applicable pursuant to Clause 10.4).
- 10.2. The Purchaser shall make full payment of all amounts payable under this Agreement within 15 (fifteen) days of the Company intimating him, in writing, that the Unit is ready for possession ("**Possession Demand Letter**") and shall thereafter, take possession of the Unit. In the event the Purchaser fails and, or, neglects to take possession of the Unit within 2 (two) months from the date of the Possession Demand Letter, the Purchaser shall be liable to pay demurrage charges to the Company at the rate of Rs. 10/- (Rupees Ten) per square foot of Net Area per month or part thereof from the expiry of the aforementioned 2 (two) month period till such time the Purchaser takes the possession of the Unit. The amounts payable by the Purchaser pursuant to this Clause 10.2 shall be in addition to the CAM Charges. Notwithstanding the aforesaid, it shall be deemed that the Purchaser has taken possession of the Unit on the expiry of the 2 (two) months from the date of the Possession Demand Letter and the Purchaser alone shall be responsible/ liable in respect any loss or damage that may be caused to the Unit after this date.
- 10.3. The Company 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:
- Any event of *Force Majeure*;
 - Riots / other civil disturbances; or
 - Any notice, order, rule or notification of the Central or relevant State Government and/or any other public or competent Authority or of the court which affects the Building in which the Unit is located.

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

11. **TERMINATION**

- 11.1. This Agreement is not terminable under any circumstances, save and except the specific circumstances stated below. Both Parties have entered into this Agreement, knowing fully well that the Consideration Value and other amounts payable under this Agreement, including, but not limited to, Reimbursements, Maintenance Related Charges, User Based Fees, City Infrastructure Charge 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 and other amounts payable under this Agreement, including, but not limited to, Reimbursements, Maintenance Related Charges, User Based Fees, City Infrastructure Charge and Indirect Taxes thereto.

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Company's Right to Terminate

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

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

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

- 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 due to Applicable Law, the Company shall have the option to terminate this Agreement sending the Company Notice of Termination.

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)** and timely payment of all amounts set out at **Annexure 6A (Other Amounts Payable before DOP)**, 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 regarding 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 11.3.1 (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).

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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 11.4.1, 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 11.4.2.

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

12. DEFECT LIABILITY

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

13. SET OFF / ADJUSTMENT

- 13.1. The Purchaser hereby grants to the Company the unequivocal and irrevocable consent to recover / set off / adjust the amounts payable by the Purchaser to the Company, including the Consideration Value, Reimbursements, Maintenance Related Amounts, User Based Fees, City Infrastructure Charge, 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 ORGANISATION

- 14.1. The Purchaser along with other purchasers of units in the Building shall join in forming and registering the Ultimate Organisation in respect of the Building. The Ultimate Organisation 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 Organisation and return the same to the Company within 7 (seven) days from receipt thereof so as to enable the Company to register the Ultimate Organisation.
- 14.2. Where the Project consists of more than one building, separate ultimate organisations may be formed in respect of each building. The Company will apply for the registration of the Federation consisting of all such ultimate organisations after the occupancy certificate has

been received for all buildings which form part of the Project. The Purchaser and other members of the ultimate organisation(s) shall, from time to time, duly fill in, sign and execute the application for registration and other papers and documents necessary for the formation and registration of Federation and return the same to the Company within 7 (seven) days from receipt thereof so as to enable the Company to register the Federation.

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

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

- 14.5. The Purchaser hereby agrees and undertakes that the Purchaser, along with other unit holders in the Ultimate Organisation/ 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 Organisation/ Federation.

- 14.6. It is further clarified that save and except the rights agreed to be conferred upon the Purchaser and/or the Ultimate Organisation and/or the Federation, no other rights are contemplated or intended or agreed to be conferred upon the Purchaser or the Ultimate Organisation or the Federation, in respect of the Unit/ Building/ Larger Property and in this regard, the Purchaser for himself and the Ultimate Organisation/Federation, waives all his rights and claims, and undertakes not to claim and cause the Ultimate Organisation/Federation not to claim any such right in respect of the Building/ Larger Property.

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

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

- 15.1. The Purchaser is aware and agrees that the Building and maintenance and upkeep of the Common Areas and Amenities of the Building/ Project shall be managed by a facility management company ("**FMC**") appointed by the Company. The Purchaser along with the other purchasers in the Building shall undertake and cause the Ultimate Organisation to ratify the appointment of the FMC as aforesaid. The Ultimate Organisation may appoint the FMC for the term or such further term, or choose to appoint any other facility management company for the maintenance and upkeep of the Common Areas and Amenities the Building, similarly the Federation may appoint the FMC for a further term or choose to appoint any

other facility management company for the maintenance and upkeep of the Common Areas and Amenities of the Larger Property.

The FMC shall be entitled to end its services by giving an advance written notice of 1 (one) months to the Ultimate Organisation / Federation in the event the CAM Charges as applicable, have not been paid by 100% (one hundred per cent) of the unit purchasers at the due date (with a grace period of 30 (thirty) days).

- 15.2. Notwithstanding anything stated elsewhere in this Agreement, the Ultimate Organisation shall also be entitled to end the services of the FMC with advance written notice of 1 (one) month if such termination has the written consent of 100% (one hundred per cent) of the unit purchasers of the Building.
- 15.3. The Purchaser agrees and undertakes to cause the Ultimate Organisation to be bound by the rules and regulations that may be framed by the FMC.

CAM Charges and Maintenance Related Amounts

- 15.4. 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 6 (Unit and Project Details)**. 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.
- 15.5. The Purchaser shall be obliged to pay the same in advance on/before the 1st day of each quarter. 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 such possession or not.
- 15.6. 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.
- 15.7. The Purchaser undertakes to make payment of the estimated CAM charges for the period stated in **Annexure 6A (Other Amounts Payable before DOP)** from the CAM Commencement Date on or before the Date of Offer of Possession.
- 15.8. The Purchaser is aware and hereby confirms that no common area maintenance charges shall be payable on any unit by the Company. For any unit, the common area maintenance charges shall commence only after the sale of the unit and/or upon offer of possession (whichever is later). 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.
- 15.9. All Maintenance Related Amounts stated in **Annexure 6A (Other Amounts Payable before DOP)** are compulsorily payable by the Purchaser in the future upon demand being raised by the Company/ Ultimate Organisation, regardless of whether the Purchaser uses some of the facilities or not. Any delay or default in payment of the amounts under this Clause 15.49 shall constitute a breach of the terms of this Agreement and shall lead to suspension of access to the Club and all other facilities provided by the Company/ Ultimate Organisation till such time all due amounts are paid together with Interest for the period of delay in payment. Furthermore, any purchaser who has defaulted on payment of Maintenance Related Amounts for a period exceeding 60 (sixty) days shall be eligible to be considered for membership of the ultimate organization and/or Federation only after a period of 12 (twelve) months from such time that the defaulted amounts are fully paid, along with interest applicable thereon.
- 15.10. For avoidance of doubt, after the period mentioned at **Annexure 6A (Other Amounts Payable before DOP)** the Purchaser shall be obliged to pay the Company and, or, the

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

- 15.11. The Company shall provide expense details only in connection of Maintenance Related Amounts (excluding Building Protection Deposit) at the time of handover of the affairs of the Building to the Ultimate Organisation and shall not provide expense details for any other head.

Club and Other Key Common Areas

15.12. Subject to the payments made towards the Club Usage Charges in terms of this Agreement and the execution of the membership forms and, or, any other documents prescribed by the Company, the number of members of the Purchaser who are permitted to use the Club and/ or other common areas of recreational / food and 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.

- 15.13. For avoidance of doubt, after the period mentioned at **Annexure 6A (Other Amounts Payable before DOP)** the Purchaser shall be obliged to renew the membership on terms and conditions applicable at the time of such renewal and execute such additional documents and pay the Company / the FMC as the case may be the Club Usage Charges at prevailing rates towards the maintenance membership, usage, maintenance, usage, and upkeep of the Club. Such additional Club Usage Charges shall be paid in a form and manner prescribed by the Company / FMC, failing which the Company shall be entitled to suspend access to the all such facilities offered and the Purchaser shall not be entitled to avail of the Club and other facilities.

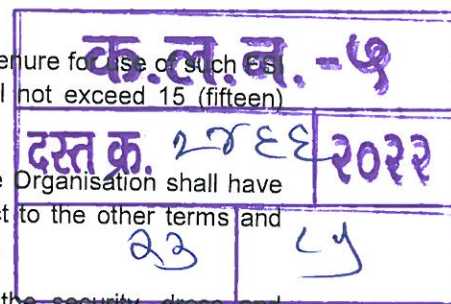
- 15.14. The right to use the facilities at the Club shall be personal to the Purchaser of the Unit in the Building and shall not be transferable in any manner to any third person or party whatsoever, save and except to the transferee of the Unit upon the sale / Transfer of the Unit by the Purchaser. 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.

- 15.15. The Parties agree that the Club does not form part of the Common Areas and Amenities and it shall always be and shall remain the property of the Company and the Company may at its discretion transfer the Club to the Ultimate Organisation / Federation. The Parties further agree that the Company/FMC shall be entitled to grant membership rights to any such other person(s), as they may deem fit and the Purchaser shall not be entitled to object to the same.

- 15.16. 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 Organisation, 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 Ultimate Organisation, the Ultimate Organisation 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.



- 15.17. The Purchaser is aware that the Company is not in the business of or providing services proposed to be provided by the Service Providers/ FMC or through the Service Providers/ FMC. The Company does not warrant or guarantee the use or performance of these services provided by the respective Service Providers/ FMC. The Parties hereto agree that the Company is not and shall not be responsible or liable in connection with any defect or the performance/ non-performance or otherwise in respect of these services provided by the respective Service Providers/ FMC.

16. **PROPERTY TAXES AND LAND UNDER CONSTRUCTION REIMBURSEMENT CHARGES**

- 16.1. Property Tax, as determined from time to time, shall be borne and paid by the Purchaser 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 30th April of each financial year, based on the estimate provided by the FMC, which shall be provided on or before 15th April of the relevant financial year.
- 16.2. The Purchaser undertakes to make payment of the estimated Property Tax for the first 18 (eighteen) months simultaneously with the CAM Charges becoming payable as per the terms stated herein.
- 16.3. In the event of a shortfall between the amount deposited with the Company by the purchasers towards Property Tax and the demand raised by the Authorities ("Shortfall Amount"), the Company shall inform the purchasers of such shortfall and the purchasers shall be liable to ensure that the same is paid to the Company within 15 (fifteen) 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 collected *vis-à-vis* the demand raised by the Authorities, the same shall be handed over to the Ultimate Organisation at time of handover of the affairs of the Ultimate Organisation.
- 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 15 (fifteen) days of the Company being informed by the Purchaser that such demand has been raised.
- 16.6. The Purchaser undertakes to pay to the Company, on or before the Date of Offer of Possession, the LUC for the period from commencement of construction till the Date of Offer of Possession as specified at **Annexure 6 (Unit and Project Details)**. The Purchaser is aware that the LUC stated herein is provisional and in case the amount is higher than this amount, the Purchaser shall pay such increased amount as specified by the Company.

17. **BUILDING PROTECTION DEPOSIT**

17.1. The Purchaser shall, on or before the Date of Offer of Possession, pay to the Company, the Building Protection Deposit set out in **Annexure 6A (Other Amounts Payable before DOP)** 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 15 (fifteen) 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 15 (fifteen) 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 Organisation, 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.

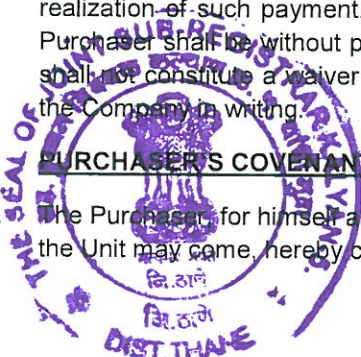
19. **INTEREST**

19.1. The Purchaser agrees to pay to the Company, Interest (as defined at Clause 1.3029) on all the amounts, including the Consideration Value, Reimbursements, Maintenance Related Amounts, User Based Fees, City Infrastructure Charge, or any parts thereof, payable by the Purchaser to the Company under the terms of this Agreement from the date the said amount becoming due and payable by the Purchaser to the Company i.e. 14 (fourteen) days, from the date the Company raises demand for the payment of such instalment, till the date of realization of such payment. The Purchaser confirms that the payment of Interest by the Purchaser shall be without prejudice to the other rights and remedies of the Company and shall not constitute a waiver of the same by the Company, unless specifically provided by the Company in writing.

20. **PURCHASER'S COVENANTS**

20.1. The Purchaser, for himself and with the intention to bring all persons into whosoever hands the Unit may come, hereby covenants and undertakes:

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

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

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

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

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

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

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

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

l. Not to put any claim in respect of the restricted amenities including open spaces, any space available for hoardings, gardens attached to other units or terraces and the same are retained by the Company as restricted amenities. The Purchaser is aware that certain parts of the Building shall be allocated for exclusive use of certain users/residents. The price of the Unit has been determined taking this into consideration and the Purchaser waives his right to raise any dispute in this regard.

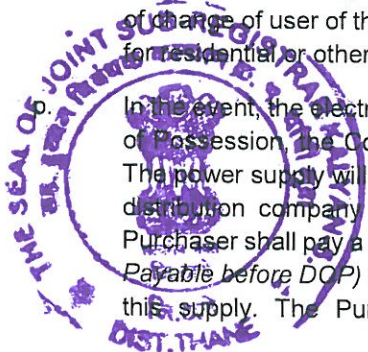
m. To pay to the Company within 7 (seven) days of demand by the Company the Purchaser's share of security deposit demanded by concerned local Authority or government for giving water, electricity or any other service connection to the Building in which the Unit is situated.

n. To pay to the Company within 7 (seven) days of demand by the Company, the Purchaser's share of HVAC and diesel consumption charges in the Unit which will be calculated on a pro-rata basis.

o. To clear and pay increase in Taxes, development charges, water charges, insurance and such other fees, levies, if any, which are imposed by any Authority, on account of change of user of the Unit by the Purchaser viz., user for any purposes other than for residential or otherwise.

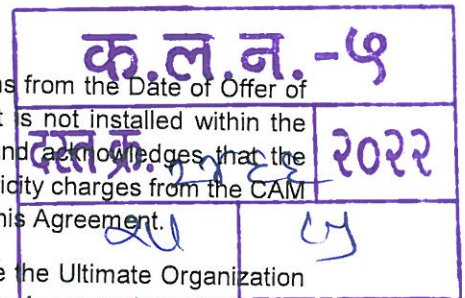
p. In the event, the electric meter of the Unit has not been installed by the Date of Offer of Possession, the Company shall be obliged to provide power supply to the Unit. The power supply will be in line with the supply generally provided by the electricity distribution company in that area with regard to the duration and voltage. The Purchaser shall pay a fixed monthly sum as set out at **Annexure 6A (Other Amounts Payable before DCP)** as provisional electricity charges to the Company for providing this supply. The Purchaser undertakes to make payment in advance of the

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provisional electricity charges for the first 4 (four) months from the Date of Offer of Possession. In the event the electric meter of the Unit is not installed within the aforesaid period of 4 months the Purchaser agrees and acknowledges that the Company shall, deduct such additional provisional electricity charges from the CAM Charges collected from the Purchaser per the terms of this Agreement.



- q. The Purchaser agrees and undertakes to and, or, cause the Ultimate Organization to, after the periods mentioned at **Annexure 6A (Other Amounts Payable before DOP)**, pay the City Linked Utility Charges to the Company and, or, the relevant Authority as the case may be on an actuals basis towards the common services catering to the Unit and, or, the Building, the maintenance of STP and the SWMP servicing the Unit and, or, Building. Such City Linked Utility Charges shall be paid in a form and manner prescribed by the Company and, or, the relevant Authority as the case may be.
- r. The Purchaser agrees and acknowledges that the Club is owned by the Company and will not raise any objections or make any claims with regards to the same. The Purchaser agrees and acknowledges that the Club is a paid for facility. Accordingly, the Purchaser agrees and undertakes to, after the periods mentioned at **Annexure 6A (Other Amounts Payable before DOP)**, make further payments towards the Club Usage Charges at the prevailing rates levied by the Company / FMC as the case may be, towards the membership, usage and upkeep of the Club, failing which the Company shall be entitled to suspend access to the Club.
- s. 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, as applicable, without obtaining the prior written approval of the Ultimate Organization of the Building and the Federation separately. Such approval shall not be unreasonably withheld but shall be subject to: (i) the OC in respect of the Unit having been received; (ii) all amounts payable by the Purchaser towards the Unit in terms of this Agreement, including Consideration Value, Reimbursements, Maintenance Related Amounts, User Based Fees, City Infrastructure Charge, having been paid fully and irrevocably; (iii) clearance of all payables, arrears and outstanding amounts towards CAM Charges and Maintenance Related Amounts; and (iv) the Purchaser not being in breach of any of the terms and conditions of this Agreement. The Purchaser further confirms that any document for sale/transfer/lease etc. which is entered into without obtaining the prior written approval of the Ultimate Organisation and the Federation, shall be void and shall not be binding on the Company.
- t. 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.
- u. 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.
- v. 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.
- w. Until the Building Conveyance/Federation Conveyance in favour of the Ultimate Organisation/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,

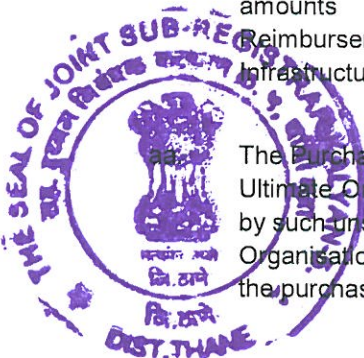
to enter into and upon the Unit / Building/ Project / Larger Property and, or, any part thereof to view and examine the state and condition thereof.

- x. The Purchaser agrees and undertakes to not, in any manner, impede and to prevent, to the best of his ability, all other purchasers of units in the Building and, or, Project from impeding, the ability of the Company or its representatives to enter into the Building and, or, the Project and, or, the Larger Property (or any part thereof) for the purposes of showing any unsold units to prospective purchasers or brokers and, or, showing the Building / Project to investors or other third parties and, or, in general for any marketing, promotional, photographic or other legitimate purpose of the Company. In case the Purchaser, directly or indirectly, breaches this undertaking, he shall be liable to pay to the Company an amount equal to 0.5% (zero point five per cent) of the Consideration Value and other amounts payable under this Agreement, including, but not limited to, Reimbursements, Maintenance Related Amounts, User Based Fees, City Infrastructure Charge and all Indirect Taxes thereto, for every day that any such breach continues within 15 (fifteen) 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.

- y. The Purchaser agrees, confirms and acknowledges that all unsold unit(s) in the Building / Project shall unequivocally belong to the Company till such time that they are sold. The Company shall have (and the Purchaser shall cause the Ultimate Organisation 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 Organisation and, or, Federation. Where consents and, or, permissions may be required from the Ultimate Organisation and, or, Federation pursuant to any Applicable Law (illustratively, for electricity), the Purchaser shall cause the Ultimate Organisation 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 Organisation.

- z. 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 Organisation/Federation. In the event of a violation or breach of the covenants at Sub-Clause 20.1(y) and (z), the Purchaser will be liable to pay an amount equivalent to 1% (one per cent) of the Consideration Value and all other amounts payable under this Agreement, including, but not limited to, Reimbursements, Maintenance Related Amounts, User Based Fees, City Infrastructure Charge and all Indirect Taxes thereto for each month of delay caused.

- aa. The Purchaser hereto agrees and acknowledges that at the time of handover of the Ultimate Organisation, the Company shall earmark certain parking spaces for use by such unsold units and the Purchaser hereby agrees and shall cause the Ultimate Organisation to ensure that these car parking spaces are kept available for use by the purchasers/occupants of the unsold units.



- bb. The Purchaser is aware that in order to ensure safety of the workmen and the Purchaser, the Purchaser shall not be allowed to visit the site during the time that the Building is under construction. The Company shall provide photographic updates of the construction progress (quarterly or half-yearly basis). The Purchaser shall be given the opportunity of inspecting the Unit only after making payment of the Consideration Value and all other amounts payable under this Agreement, including, but not limited to, Reimbursements, Maintenance Related Amounts, User Based Fees, City Infrastructure Charge and all Indirect Taxes thereto. .
- cc. Upon and after handover of the management of the Building to the Ultimate Organisation, the Ultimate Organisation (and its members) will be responsible for fulfilment of all obligations and responsibilities in relation to approvals / permissions as may be required by the concerned Authorities from time to time.
- dd. The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (FEMA), Reserve Bank of India Act, 1934 and rules/ regulations made thereunder or any statutory amendment(s) / modification(s) made thereof and all other Applicable Laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India, etc. and provide the Company with such permission, approvals which would enable the Company to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other Applicable Law. The Purchaser understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, he shall be liable for action under the FEMA, as amended, from time to time. The Company accepts no responsibility/liability in this regard. The Purchaser shall keep the Company fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same, in writing, to the Company immediately and comply with necessary formalities, if any, under the Applicable Law. The Company shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Company shall be issuing the payment receipts in favour of the Purchaser only.
- ee. 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.
- ff. 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.
- gg. 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**

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

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

25. **WAIVER**

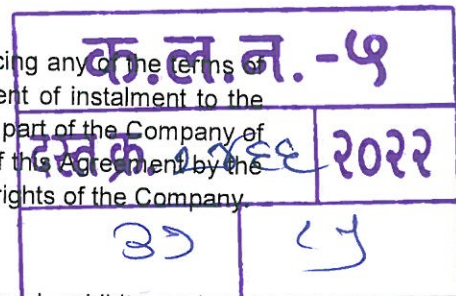
- 25.1. Any delay tolerated or indulgence shown by the Company in enforcing any of the terms of this Agreement or any forbearance or extension of time for payment of instalment to the Purchaser by the Company shall not be construed as waiver on the part of the Company of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor the same shall in any manner prejudice or affect the rights of the Company.

26. **ENTIRE AGREEMENT**

- 26.1. The Parties agree that the Agreement, schedules, annexures and exhibits and any amendments thereto, constitute the entire understanding between the Parties concerning the subject matter hereof. The terms and conditions of this Agreement overrides, supersedes, cancels any prior oral or written all agreements, negotiations, commitments, writings, discussions, representations and warranties made by the Company in any documents, brochures, advertisements, hoardings, etc. and/or through any other medium hereinbefore agreed upon between the Company and the Purchaser which may in any manner be inconsistent with what is stated herein. This Agreement shall not be amended or modified except in writing signed by both the Parties.

27. **CONFIDENTIALITY**

- 27.1. The Parties hereto agree that all the information, documents etc. exchanged to date and which may be exchanged including the contents of this Agreement and any documents executed in pursuance thereof ("**Confidential Information**") is confidential and proprietary and shall not be disclosed, reproduced, copied, disclosed to any third party without the prior written consent of the other Party. The confidentiality obligations under this Clause shall survive even after handing over of the Unit and is legally binding on the Parties and shall always be in full force and effect.
- 27.2. Either Party shall not make any public announcement regarding this Agreement without prior consent of the other Party.
- 27.3. Nothing contained hereinabove shall apply to any disclosure of Confidential Information if:
- such disclosure is required by Applicable Law or requested by any statutory or regulatory or judicial/quasi-judicial Authority or recognized self-regulating Organisation or other recognized investment exchange having jurisdiction over the Parties; or
 - such disclosure is required in connection with any litigation; or
 - such information has entered the public domain other than by a breach of the Agreement.



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

SIGNED AND DELIVERED

By the Company within named

MACROTECH DEVELOPERS LIMITED

through the hands of Constituted Attorney

Mr. Surendran Nair

authorised vide Power of Attorney

dated _____

In the presence of:

1. _____

2. _____

SIGNED AND DELIVERED

By the within named Purchaser

Chandrashekhar Venkatraman

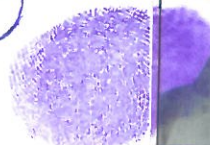
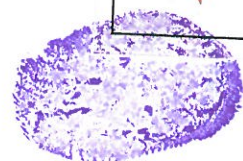
Yagnya Rajesh Iyer

In the presence of:

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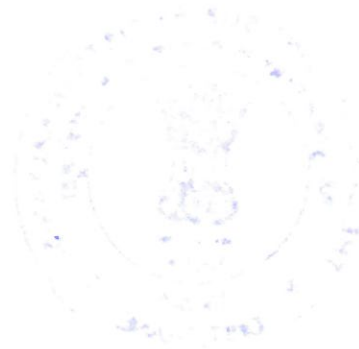


Annexure 1

(Description of Larger Property)

All that pieces and parcels of (i) land bearing Survey No.260/1A admeasuring 2300 sq.mtr., Survey No.260/1B admeasuring 2200 sq.mtr., Survey No.260/2 admeasuring 6530 sq.mtr. and Survey No.260/3 admeasuring 3600 sq.mtr., situate, lying and being at village Hedutane, Taluka Kalyan, District Thane and (ii) land bearing Survey No.65/15A admeasuring 14650 sq.mtr., Survey No.65/15B admeasuring 14650 sq.mtr., Survey No.53/1 admeasuring 20450 sq.mtr. and Survey No.53/3 admeasuring 3450 sq.mtr. situate, lying and being at village Mangaon, Taluka Kalyan, District Thane totally aggregating admeasuring 67830 sq.mtr. or thereabout, together with the buildings/structures standing thereon and more particularly described in the Report on Title annexed hereto at **Annexure 3** (Report on Title).

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Annexure 2

(Chain of Title)

1. Palava Dwellers Private Limited ("**Palava**") and Mr. Babusingh Rajguru and Mr. Rahul Deepak Lodha have *inter alia* purchased the lands comprised in the Property mentioned in the Report on Title annexed hereto under various Deeds of Conveyance.
2. By various Deeds of Conveyance, all dated 08.11.2012, executed in favour of Shri. Rahul Deepak Lodha, he became seized, possessed and absolutely entitled to the property bearing Survey No. 65/15A admeasuring 13500 sq.mtr., property bearing Survey No. 65/15A admeasuring 1150 sq.mtr., property bearing Survey No. 53/3 admeasuring 3450 sq.mtr., property bearing Survey No. 53/1 admeasuring 20450 sq.mtr., and property bearing Survey No. 65/15B admeasuring 14650 sq.mtr., or thereabouts, of Mangaon Village for valuable consideration and on such terms, covenants and conditions stated therein.
3. By Declaration dated 27/01/2022 executed and registered under Serial No. KLN2-2057-2022 by Mr. Rahul Deepak Lodha *inter alia* declaring therein that he has acquired the said Land for and on behalf of the Company, i.e. Macrotech Developers Limited (earlier, Palava Dwellers Private Limited) and also for being developed by the Company.
4. By various Deeds of Conveyance in favour of Shri. Babusingh Rajguru, he became seized, possessed and absolutely entitled to the property bearing Survey No. 260/1A admeasuring 2300 sq.mtr., property bearing Survey No. 260/2 admeasuring 6530 sq.mtr., property bearing Survey No. 260/1B admeasuring 2200 sq.mtr., and portion of property bearing Survey No. 260/3 admeasuring 1800 sq.mtr., or thereabouts of Hedutane Village for valuable consideration and on such terms, covenants and conditions stated therein.
5. By Deed of Conveyance dated 14/01/2016, executed and registered under Serial No. KLN1-461-2016 with Sub-Registrar Kalyan, Shri. Babusingh Rajguru (therein referred to as a 'Vendor') sold, conveyed, transferred and assured unto in favour of Palava Dwellers Private Limited (therein referred to as 'Purchaser'), property bearing Survey No. 260/A, 260/1B, 260/3 of Hedutane Village for valuable consideration and on such terms, covenants and conditions stated therein.
6. By Deed of Conveyance dated 30/03/2018 executed and registered under Serial No. KLN1-2913-2018 with Sub-Registrar Kalyan, Heerabai Vishwas Patil and Others (therein referred to as a 'Vendor') sold, conveyed, transferred and assured unto in favour of Palava Dwellers Private Limited (therein referred to as 'Purchaser'), remaining portion of the property bearing Survey No. 260/3 admeasuring 1800 sq.mtr., or thereabouts, of Hedutane Village for valuable consideration and on such terms, covenants and conditions stated therein.
7. By an Order dated 9th-11th January, 2018, the Bombay High Court sanctioned the Scheme of Amalgamation of Palava Dwellers Private Limited into Lodha Developers Private Limited, being the Company herein, effective from 11th January, 2018.
8. Fresh Certificate of Incorporation Certificate dated 14th March, 2018 for conversion of Lodha Developers Private Limited to Lodha Developers Limited.
9. Certificate of Incorporation dated 24th May 2019 for Change of Name of Lodha Developers Limited to Macrotech Developers Limited.
10. Therefore, the Company is sufficiently entitled to and absolutely possessed of and entitled to the entire Larger Property and has all development rights thereof.



Handwritten signature and initials.

ADVOCATE HIGH COURT

Office: 202, Sreenivas Building, M. P. Road, 4th, Vidhana Soudha, Chaudhary (W)
42 - 0331 - 2407390 / Mobile: 9810909492

Informations and satisfaction in respect of the same, in the view the said respective landowners are directly and/or indirectly and possessed and in view with any interest in their respective land for information notice copyright Pakistan of 1957, as per law and a Court Order is observed, as the case and let.

Letter-2: The results

the 1990s, the authors report that the high birth department in Chinese females at Registrar of General Births and Deaths (RBD) had increased substantially from the year 1990 to 2012. Besides, the client has been taken to hospital shortly for the year 1994, as the Maki. There is no associated documented evidence of previous exposure in this case last.

REVIEW OF HUMAN FLUORIDE INTAKE

As indicated by the number of citations (7, 12) throughout the literature in respect of the intake of fluoride, it is clear that the issue of fluoride biochemistry remains largely unresolved. The Latin American Group of the primary fluoride survey (1967-1970) (13) estimated the mean daily fluoride intake and the mean fluoride body burden in a selected set of 100 subjects from the following countries: Argentina, 35.1 mg/d; Chile, 20.0 mg/d; Colombia, 15.0 mg/d; Cuba, 15.0 mg/d; Ecuador, 15.0 mg/d; Mexico, 15.0 mg/d; Peru, 15.0 mg/d; Venezuela, 15.0 mg/d. The mean daily fluoride intake was 15.0 mg/d, which is in line with the mean daily fluoride intake of 15.0 mg/d reported by the World Health Organization (14). The mean fluoride body burden was 15.0 mg, which is in line with the mean fluoride body burden of 15.0 mg reported by the World Health Organization (14).

PERMISSION FOR ACQUISITION OF THE NATI LAND

19. *Journal of the American Veterinary Medical Association*, 2007; 282: 1000-1001. <http://www.avma.org/advocacy/animal-welfare/2007-08-2008/1000-1001.htm>. Accessed 10/10/2010.

RESTRICTIONED AND UNRESTRICTED OF PALSA DUTCHER PRIVATE LIMITED 1970

क.ल.न.-५

दस्त क्र. 2866 2022

3E

44

ADVOCATE HIGH COURT

Office: 252, Jagan Building, H. Puri Road, Vadgaon, Nagpur, Dist. Nagpur (M.S.)
 M. 98711 260290 / 260291, 260292, 260293

Manuscript Corporation & Office, and the said will Petition is pending before His
Majesty.

Conclusions

Ref: 123456

d) Pursuant to the French Certificate of Incorporation dated 16 May 2014, management is charged with the mission by the Registrar of Companies, the name of the said Indesit Dwellers Private Limited has to be changed to Yours Dwellers Private Limited.²

- [illegible]

- ⁴³ Subsequently, both Certificate of Incorporation dated 14 April 2018 (incorporating into the constitution from former Company its public Company was listed in Register of Companies under number 43 of the Companies Act 2012) for its incorporation in Latvia (Developer Private Limited) in Latvia (Developer limited) 30 months later, the name of the Latvia Developer Private Limited was changed to Latvia Developer Limited with effect from 1/03/2019.

6. By a Certificate to the Registrar dated 10th May 1976, pursuant to the change of name noted by the Registrar in Rule 2^a of Companies (Incorporation) Third-Order issued by Registrar of Companies, it is certified that name of the Company changed from 1st to 2nd and 3rd and 4th and 5th and 6th and 7th and 8th and 9th and 10th and 11th and 12th and 13th and 14th and 15th and 16th and 17th and 18th and 19th and 20th and 21st and 22nd and 23rd and 24th and 25th and 26th and 27th and 28th and 29th and 30th and 31st and 32nd and 33rd and 34th and 35th and 36th and 37th and 38th and 39th and 40th and 41st and 42nd and 43rd and 44th and 45th and 46th and 47th and 48th and 49th and 50th and 51st and 52nd and 53rd and 54th and 55th and 56th and 57th and 58th and 59th and 60th and 61st and 62nd and 63rd and 64th and 65th and 66th and 67th and 68th and 69th and 70th and 71st and 72nd and 73rd and 74th and 75th and 76th and 77th and 78th and 79th and 80th and 81st and 82nd and 83rd and 84th and 85th and 86th and 87th and 88th and 89th and 90th and 91st and 92nd and 93rd and 94th and 95th and 96th and 97th and 98th and 99th and 100th and 101st and 102nd and 103rd and 104th and 105th and 106th and 107th and 108th and 109th and 110th and 111st and 112nd and 113rd and 114th and 115th and 116th and 117th and 118th and 119th and 120th and 121st and 122nd and 123rd and 124th and 125th and 126th and 127th and 128th and 129th and 130th and 131st and 132nd and 133rd and 134th and 135th and 136th and 137th and 138th and 139th and 140th and 141st and 142nd and 143rd and 144th and 145th and 146th and 147th and 148th and 149th and 150th and 151st and 152nd and 153rd and 154th and 155th and 156th and 157th and 158th and 159th and 160th and 161st and 162nd and 163rd and 164th and 165th and 166th and 167th and 168th and 169th and 170th and 171st and 172nd and 173rd and 174th and 175th and 176th and 177th and 178th and 179th and 180th and 181st and 182nd and 183rd and 184th and 185th and 186th and 187th and 188th and 189th and 190th and 191st and 192nd and 193rd and 194th and 195th and 196th and 197th and 198th and 199th and 200th and 201st and 202nd and 203rd and 204th and 205th and 206th and 207th and 208th and 209th and 210th and 211st and 212nd and 213rd and 214th and 215th and 216th and 217th and 218th and 219th and 220th and 221st and 222nd and 223rd and 224th and 225th and 226th and 227th and 228th and 229th and 230th and 231st and 232nd and 233rd and 234th and 235th and 236th and 237th and 238th and 239th and 240th and 241st and 242nd and 243rd and 244th and 245th and 246th and 247th and 248th and 249th and 250th and 251st and 252nd and 253rd and 254th and 255th and 256th and 257th and 258th and 259th and 260th and 261st and 262nd and 263rd and 264th and 265th and 266th and 267th and 268th and 269th and 270th and 271st and 272nd and 273rd and 274th and 275th and 276th and 277th and 278th and 279th and 280th and 281st and 282nd and 283rd and 284th and 285th and 286th and 287th and 288th and 289th and 290th and 291st and 292nd and 293rd and 294th and 295th and 296th and 297th and 298th and 299th and 300th and 301st and 302nd and 303rd and 304th and 305th and 306th and 307th and 308th and 309th and 310th and 311st and 312nd and 313rd and 314th and 315th and 316th and 317th and 318th and 319th and 320th and 321st and 322nd and 323rd and 324th and 325th and 326th and 327th and 328th and 329th and 330th and 331st and 332nd and 333rd and 334th and 335th and 336th and 337th and 338th and 339th and 340th and 341st and 342nd and 343rd and 344th and 345th

1.2. *Model of the system*

[illegible]

2.5. 3M substrate

The real issue is not whether to use mortgages, but to look at all circumstances of an

Discussion

K. P. MAHAJAN

B.A.L.L.B.

ADVOCATE HIGH COURT

Office : 202, Ishan Building, M. Phule Road, Vishnu Nagar, Dombivli (W)

☎ : 0251 - 2407193 / Mobile : 9869997652

To
Maha REZA,
Huzarba Khawan,
Plot No. C-21,
Bandra Kurla Complex,
Bandra (East),
Mumbai 400051.

SUPPLEMENTAL TITLE REPORT

Sub : Land comprised in Survey Nos. 64/15A, 65/15B, 83/1 and 83/2 lying being and situate at Village Mangron, Taluka Kalyan and District Thane adjoining in all 53.200 sq.mtrs or thereabouts (the said Land) in the registration district of Thane more particularly described in Schedule hereunder written.

1. On the instructions of my client, Macrotech Developers Limited ('Company'), I have issued Report on Title dated 20/01/2022 ('Report on Title') *inter alia* certifying that Mr. Bahul Deepak Lodha is entitled to the said Land as an absolute Owner thereof on the basis of the findings and subject to all that is stated therein.

2. Post the issuance of the said Report on Title, there are certain material changes that have taken place in connection with the said Land and as such I have been requested by my client to issue this Supplemental to incorporate such changes so as to update the earlier Report on Title for the said Land.

3. For the purpose of preparing this Supplemental Title Report, I have further perused following documents in respect of said Land:

- (i) Village Extract form 7/12 (Record of Rights) in respect of the said Land.
- (ii) Declaration dated 27/01/2022 executed and registered under Serial No. KLN2-2057/2022.

(iii) Order No. TNC-2707/PPRA/KR.314/L-9 dated 26/12/2007 r/w revocation letters dated 28/08/2008, 18/06/2009, 04/08/2010, 26/12/2011, 28/02/2014, 29/04/2014, 06/11/2015 and 20/04/2016 therein, issued by the Competent Authority, Department of Revenue and Forest.

From the perusal of the above documents, I hereby further certify as follows:

4. By Declaration dated 20/01/2022 executed and registered under Serial No. KLN2-2057, 2022 by Mr. Bahul Deepak Lodha *inter alia* declaring therein that he has acquired the said Land for and on behalf of the Company and for being developed by Company, who is also the Owner/Developers for the adjoining land.

5. Permission for acquisition of the said Property

By Order No. TNC-2707/PPRA/KR.314/L-9 dated 26/12/2007 r/w revocation letters dated 28/08/2008, 18/06/2009, 04/08/2010, 26/12/2011, 28/02/2014, 29/04/2014, 06/11/2015 and 20/04/2016 therein, the Government of Maharashtra has granted permission for acquisition of the said Property.



and Forest has granted permission under section 63 (1A) of Sub-Section (1) under Bombay Tenancy and Agricultural Land Act, 1948, as amended, to M/s. Lodha Dwellers Private Limited (now Macrotech Developers Limited), for acquisition of Land in Talukha Kalyan, Anternath and Thane in District Thane for the purpose of development of Special Township Project subject to the terms and conditions set out therein.

Conclusion

On the basis of above, and subject to what has been stated heretofore and subject what has been stated in my Report on Title 20/01/2022, the Company is sufficiently entitled to and absolutely possessed of the said Land and has development rights thereof.

6. In view of the above my earlier Reports on Title dated 20/01/2022 stands modified and be read and construed accordingly.

Dated this 28th day of January, 2022.

R. P. Mahajan
(R. P. Mahajan)
Advocate High Court Bombay

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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	12 th January 2022	Outward No. ITP/Antarli, Khoni & Ors/ Sector O/ Asst Director Thane/88	Collector's Office, Thane

क.ल.न.-५	
दस्त क्र. 2888	2022
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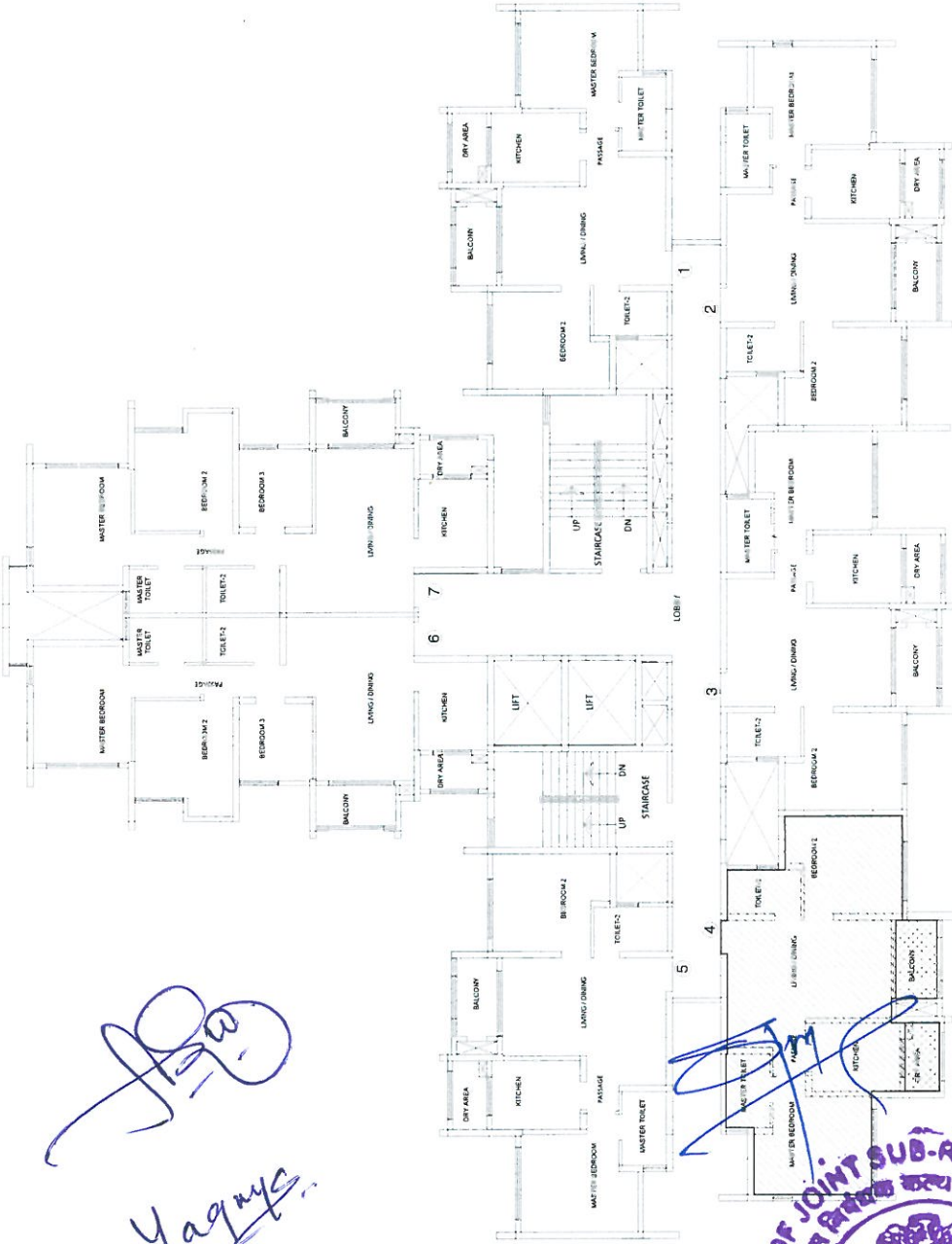


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ANNEXURE - 5



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FLAT NO. 2204

FLOOR 22nd

WING: B

CASA FORESTA

PALAVA, DOMBIVALI

NOTE	LEGEND	NORTH	ARCHITECT
Plan not to the scale. For accurate measurements of carpet area, please follow polyline method. The carpet area is calculated assuming unfinished surfaces and any finishes may reduce the physical area accordingly. Carpet area may vary by +1/-5% on account of construction or design tolerances.	<div>CARPET AREA</div> <div>EBVT AREA</div>		ARCHITECT HAFEEZ CONTRACTOR 29 BANK STREET, FORT, MUMBAI 400023 TEL: 2266 8120



BUILDING A BETTER LIFE

Annexure 6

(Unit and Project Details)

(I) **CUSTOMER ID** :2213257

(II) **Correspondence Address of Purchaser:** Flat No D 802, Atoh Lakeside Coop Hsg Soc, Palava Phase 2, Koni Village, Dombivali, Thane - 421204 Maharashtra India

(III) **Email ID of Purchaser:** vcsiye60@gmail.com

(IV) **Unit Details:**

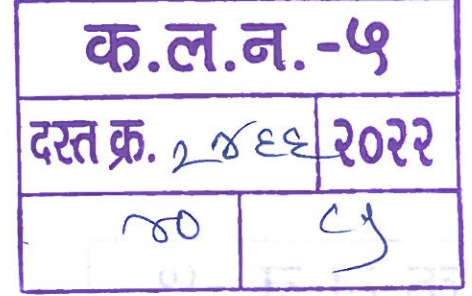
(i) Development/Project : FORESTA A, B, H and I

(ii) Building Name : FORESTA

(iii) Wing : B

(iv) Unit No. : B-2204

(v) Area :



	Sq. Ft.	Sq. Mtrs.
Carpet Area	601	55.83
EBVT Area	55	5.11
Net Area (Carpet Area +EBVT Area)	656	60.94

(vi) Car Parking Space Allotted: 1

(V) **Consideration Value (CV):** Rs. 62,95,481/- (Rupees Sixty-Two Lakh Ninety-Five Thousand Four Hundred Eighty-One 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	99,000	06-02-2022
2	Booking Amount II	5,30,548	06-02-2022
3	Booking Amount III	6,29,548	25-02-2022
4	On initiation of Plinth	6,61,026	Due As Per Construction
5	On initiation of RCC works for Level 01	5,35,116	Due As Per Construction
6	On initiation of RCC works for Level 06	7,86,935	Due As Per Construction
7	On initiation of RCC works for Level 11	7,86,935	Due As Per Construction
8	On initiation of RCC works for Level 16	7,86,935	Due As Per Construction
9	On initiation of RCC works for Level 20	7,86,935	Due As Per Construction
10	On initiation of Brick work	2,51,819	Due As Per Construction
11	On initiation of Plumbing Works	2,51,819	Due As Per Construction
12	On date of offer of Possession	1,88,865	Due As Per Construction

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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.

क.ल.न.-७		No. of members
The number of family members eligible for Club membership and Sports Complex memberships are subject to the payment of the Club Usage Charges in terms of this Agreement are, are: Configuration of Unit		
दस्त क्र. १४६६ २०२२	1 BHK	4
	2 BHK	5
	3 BHK	5
	4 BHK or larger	6

(IX) **Project Details:**



- 1) Project Name: FORESTA A, B, H and I
- 2) RERA Registration Number: P51700032990
- 3) No. of Buildings: 4



Annexure 6A
(Other Amounts Payable before DOP)

I. Reimbursements: Payable on/before the Date of Offer of Possession*(If Any):

1. Electricity Deposit Reimbursement: Rs. 4,400/- (Rupees Four Thousand Four Hundred Only) towards provisional amount of reimbursement of deposit paid to Electricity Supply company on the Purchaser's behalf. The benefit of the said deposit shall stand transferred to the Purchaser when meter is transferred to the Purchaser's name.
2. Connection and related expenses: Rs. 90,750/- (Rupees Ninety Thousand Seven Hundred Fifty Only).
3. Share Money: Rs.600/- (Rupees Six Hundred Only).

क.ल.न.-५	
वस.क्र. २४६६	२०२२
	

II. Maintenance Related Amounts: Provisional amounts (subject to actuals) payable on/before the Date of Offer of Possession:

- (1) **CAM Charges:** (a) Rs.49,594/- (Rupees Forty Nine Thousand Five Hundred Ninety Four Only) covering period of 18 months from DOP and (b) **City Linked Utility Charges:** Rs 9,446/- (Rupees Nine Thousand Four Hundred Forty Six Only) covering period of 18 months from DOP.
- (2) **Property Tax (Estimated):** Rs.1,181/- (Rupees One Thousand One Hundred Eighty One Only) covering period of 18 months from DOP.
- (3) **Building Protection Deposit:** Undated cheque of Rs.NA/- (Rupees NA only) towards Building Protection Deposit which shall be encashed only if there is violation of guidelines in respect of execution of fit outs/interior works.

III. User Based Fees:

- (1) **Internal Bus Services Fee:** Rs.21,000/- (Rupees Twenty One Thousand Only) for a covering period of 60 months from DOP.
- (2) **Parking Area Maintenance Fee:** Rs.9,000/- (Rupees Nine Thousand Only) covering period of 60 months from DOP.
- (3) **Club Usage Charges:** (a) **Club Fee:** Rs.24,000/- (Rupees Twenty Four Thousand Only) for a membership period of 60 months from DOP; and (b) **Sports Complex Fee:** Rs.21,000/- (Rupees Twenty One Thousand Only) for a membership period of 60 months from DOP.

IV. City Infrastructure Charge: Rs.82,440/- (Rupees Eighty Two Thousand Four Hundred Forty Only) covering period of 60 months from DOP.

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



List Of Amenities for Premier (Casa Foresta & Fiora).

LIST OF AMENITIES FOR LEGAL/ AGREEMENT PURPOSE

Amenities for 1 BHK, 2 BHK, 2BHK ULTIMA & 3 BHK OPTIMA (All floor levels)

Apartment:

1. Air-conditioned bedrooms.
2. Marbital** flooring for living, dining & passage.
3. Kitchen with granite platform, stainless steel sink and vitrified tile flooring.
4. Toilets finished with CP fittings from Jaquar/Kohler/Isenberg** & sanitary ware from toto/Roca**.
5. Provision for telephone, data and TV connectivity^
6. Selected apartments with Private Gardens a Ground floor.

Building:

1. Entrance lobby
2. 2 elevators (including one stretcher elevator)
3. Standard firefighting system.
4. DG power back up for common area lighting, elevators and water supply system.
5. Provision for Fibre optic (FTTH) and Direct to Home TV (DTH) connectivity providing internet access^
6. Multi-tier security system with:
 - a. Intercom for each residence
 - b. Access controlled entrance lobby at Ground floor- through swipe card/biometric access
 - c. CCTV monitoring of entrance lobby

Neighbourhood Amenities:

1. School%
2. Temple
3. Clubhouse facilities with:
 - a. Gymnasium
 - b. Café
 - c. Indoor Games area
 - d. Party Hall
 - e. Swimming Pool
4. Outdoor Play court.

City level Amenities (As part of Palava City)

Access to infrastructure^ spread across Palava city, including:

1. Olympic Sports Centre (facilities for swimming, tennis, badminton, etc.)
2. Lakeside Park
3. Waterfront Promenade
4. Retail Outlets

** or equivalent

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९९०९	१०.१०.२०



[Handwritten signatures and marks]

^ On chargeable basis

%% - with 150 mm upstand from finished floor level

% - curriculum and school operator may be changed as per discretion of school management; admissions open for external students and residents as per criteria defined by school management

क.ल.न.-५	
दस्त क्र. 2888	2022
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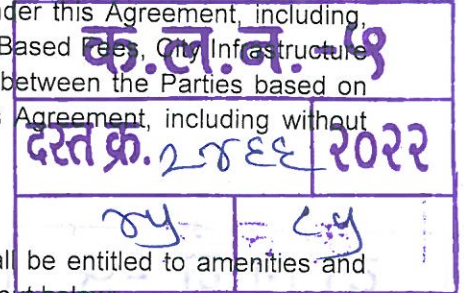
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Annexure 8

(Special Conditions)

Notwithstanding anything stated elsewhere in the Agreement or otherwise, the Purchaser agrees that the following terms 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 set out below, shall supersede and prevail.

The Purchaser confirms, agrees and acknowledges that the sale of the Unit to the Purchaser and Consideration Value and all other amounts payable by the Purchaser under this Agreement, including, but not limited to, Reimbursements, Maintenance Related Amounts, User Based Fees, Only Infrastructure Charge and all Indirect Taxes thereto has been determined and agreed between the Parties based on acceptance of the Purchaser of the terms and conditions set out in this Agreement, including without limitation, the Special Conditions set out herein below.



Sports Complex and Internal Bus Services

1. The Purchaser agrees and acknowledges that the Purchaser shall be entitled to amenities and facilities offered by the Company in accordance with the terms set out below.
 - a. The Purchaser is aware that the Purchaser is entitled to utilize the sports complex which has facilities for swimming, football, tennis, badminton, etc., which has been constructed on the Larger Property and is owned and managed by the Company, either directly or through a nominee which may include the FMC or such other person appointed for the operation and maintenance of the same ("**Sports Complex**"). The Purchaser agrees and acknowledges that the Sports Complex can only be used by the Purchaser upon executing the relevant membership forms and documents (*as the case may be*) to become a member of the Sports Complex and making regular and timely payment of the Club Usage Charges in terms of and the manner as set out at **Annexure 6** (Unit and Project Details).
 - b. The Purchaser is aware and acknowledges that the Company and, or, the relevant authority has provided bus / other transport services within the Larger Property ("**Internal Bus Services**"), and the Purchaser has accordingly agreed to and undertaken to pay the Internal Bus Services Fee as set out at **Annexure 6** (Unit and Project Details) for the facilitation and maintenance of the said Internal Bus Services. Further, the Purchaser specifically agrees and acknowledges that the Internal Bus Services Fees shall be subject to revision every 12 (twelve) months after the Date of Offer of Possession by 5% (five per cent) per annum, or such other percentage based on actuals.
2. The Purchaser agrees and acknowledges that the Sports Complex does not form part of the Common Areas and Amenities and it shall always be and shall remain the property of the Company and Company may, at its discretion, transfer the Sports Complex to the Ultimate Organisation / Federation. Parties further agree that the Company / FMC shall be entitled to grant membership rights to any other person(s) as it may deem fit and the Purchaser shall not be entitled to object to the same.
3. For avoidance of doubt, after the expiry of the Club Usage Charges period mentioned at **Annexure 6** (Unit and Project Details), the Purchaser agrees and acknowledges that the Purchaser shall be obliged to renew the membership, on terms and conditions applicable at the time of such renewal and execute such additional documents and pay the Company / FMC (*as the case may be*), the Club Usage Charges, at prevailing rates, towards the membership, usage, maintenance and, or, upkeep of the Club, Sports Complex, etc. 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 avail the Sports Complex facilities and, or, utilize the Club, as the case may be.
4. The Purchaser agrees and understands that the obligations, prescriptions and terms at Clause 20.1(r) of the Agreement, shall apply equally to the Internal Bus Services offered on the Larger Property, at all times.
5. The Purchaser also agrees and undertakes that the entitlement, prescriptions, obligations and terms at Clause 20.1(r), shall apply equally to the Sports Complex and usage thereof shall, at all times be subject to adherence of the terms and conditions set out therein.

Parking Area Maintenance

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

City Infrastructure Charges

Definitions	
क.ल.ज. - ५	
7.1	"City Infrastructure Charges" or "CIC" shall mean the charges payable by the Applicant for maintenance of all Common Areas and Amenities in respect of the Larger Property / Palava City.
दस्त क्र. 28 द्द १०२२	
7.2	"Palava City" shall mean the city being developed by the Company on pieces and parcels of lands including the Larger Property under various development control regulations including special township scheme and mega city scheme.

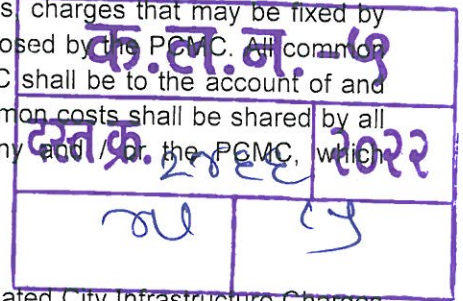
- 7.3 "Palava City Management Company" or "PCMC" shall mean a nominee appointed to maintain, manage, service and supervise the infrastructure of the Palava City including city management, civic governance, city club house and the related infrastructure. All references to "FMC" in this Agreement will be read and construed as a reference to PCMC.

Palava City Management Company

8. The Purchaser is aware that the Unit, the Building and the Project shall form part of the Palava City. The Purchaser agrees and confirms that for the maintenance and management of the Project / Larger Property / Palava City, the common areas and amenities (i.e. all areas outside the Building footprint and an area of 3-6 meters from the Building perimeter (as may be determined by PCMC)), of the Palava City shall be undertaken by the PCMC for a duration of 60 (sixty) months from the date of OC of the first building in the Project. Thereafter, the arrangements shall be as mutually agreed between PCMC and the Project's Federation. PCMC shall have no obligation to continue maintenance and management of the said common areas at the end of the aforesaid 5 (five) year period unless otherwise mutually agreed.
9. The Purchaser hereby confirms and acknowledges that PCMC's On-Boarding Guide ("**On-Boarding Guide**") have been read and understood by the Purchaser and agrees to be bound by and to comply with the provisions of the On-Boarding Guide. The Purchaser further agrees that all future changes, made in accordance with the provisions of the On-Boarding Guide, shall be binding on the Purchaser (including all successors in title) as well as any tenant / lessee / agents of the Purchaser.
10. The PCMC shall formulate the rules and regulations in an endeavour to ensure that the habitants of the Project / Palava City enjoy a safe, secure and hassle free lifestyle and the long term value of the Unit / Building / Project is enhanced. The Purchaser hereto agrees and acknowledges that such rules and regulations shall be applicable to all residents / habitants / owners of units / Project / Palava City and hereby irrevocably agrees to abide by all such rules and regulations and shall not challenge any such rules and regulations. In case of any difference or disputes arising in relation to the interpretation of rules and regulations as well as compliance of the rules and regulations, the same shall be referred to the PCMC's governing council and its decision shall be final and binding on the parties concerned. The Purchaser agrees and undertakes to cause the Ultimate Organization to be bound by the rules and regulations that may be framed by the PCMC from time to time. The Purchaser along with the other Purchasers in the Building shall undertake and cause the Ultimate Organization to ratify the appointment of PCMC as aforesaid.
11. The Purchaser is aware that PCMC shall be authorizing and entitled to charge, receive and collect from the respective Purchasers of the units (including the Purchaser herein) and / or the Ultimate Organization, CIC, other contributions, charges, fees, cost and expenses, as may be required in relation to the development of infrastructure and its maintenance within Palava City. The Company may by itself or through one or more external nominee/s appointed by it undertake the maintenance, management, supervision and servicing of the common amenities and facilities

as well as general management and supervision of the Project and the Palava City. The Purchaser agrees not to object at any time to the appointment of such nominee/s appointed for the maintenance, management, servicing, supervision and overall control as aforesaid.

12. The Purchaser along with the other Purchasers of the units shall be entitled to avail the services to be provided or arranged by or through the PCMC at the costs, charges that may be fixed by the PCMC and in accordance with the terms and conditions imposed by the PCMC. All common costs, charges and expenses that may be claimed by the PCMC shall be to the account of and borne by the Purchasers of the units in the Building. These common costs shall be shared by all the Purchasers on pro-rata basis determined by the Company and / or the PCMC, which determination shall be binding on the Purchaser.



City Infrastructure Charges

13. The Purchaser shall, on demand, make the payment of the estimated City Infrastructure Charges ("CIC") for the first 60 months on or before the Date of Offer of Possession as set out in **Annexure 6** (Unit and Project Details).
14. The CIC shall become payable from the CAM Commencement Date. The CIC shall continue to be payable by the Applicant / Ultimate Organization to the PCMC, quarterly in advance, even after the management of the Building is taken over by the Ultimate Organization. Thereafter, the Purchaser shall be obliged to pay the CIC in advance on / before the 1st day of each month / quarter.
15. The Purchaser is aware that the CIC stated hereinabove are provisional and based on estimates at the time of sales launch of the development. The right to set the City Infrastructure Charges rests solely with the PCMC and is subject to escalation by 10% (ten per cent) every year.

Utility Provision

16. The Purchaser hereto agrees and acknowledges that the Company shall enter into contracts with third parties to provide various services such as electricity supply, water supply, water / sewage recycling / treatment and supply, gas supply, garbage handling, security services, medical services, housekeeping, sewage network management, traffic management, emergency services and other general operations in respect of Palava City (and / or lay related infrastructure thereto) to the residents of the Project on the terms and conditions contained therein. The Company reserves the absolute right to conduct all (re)negotiations and finalize terms in this regard. The terms and conditions of such contracts shall be binding on all residents / citizens of the Project and all residents / Purchaser / Ultimate Organisations shall adhere to the same without raising any dispute thereto. The Purchaser has no objection to the above and waives all his rights to raise any objection.
17. The Company shall ensure that any share of revenue / profits paid by the third parties under such contracts are paid directly to PCMC and are used for activities related to the development 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.
18. The Purchaser hereto agrees and acknowledges that Maharashtra State Electricity Distribution Company Limited ("MSEDCL") / any other electricity distribution company, by itself or through its franchisee, will be supplying electricity for the Palava City and the electricity meters and payment of electricity charges shall be as per the terms and conditions prescribed by MSEDCL / any other electricity distribution company and the Purchaser hereto agrees to abide by the same.
19. The Company and / or PCMC and / or any service provider appointed by PCMC may provide water or gas supply for the Project and the Company and / or such service provider shall be entitled to (i) decide the type of meters and payment methodology that may be installed within the Project and (ii) frame all the rules and regulations regarding the operations and management of water and gas supply in the Project including the units as well as the common areas. The Purchaser agrees and acknowledges to cause the Ultimate Organization to abide by all such rules and regulations as framed by Company and / or PCMC and / or any service provider appointed by PCMC and such rules and regulations shall be final and binding on the Purchaser and hereby waives all his rights to raise any objection in that regard.
20. The Company and / or PCMC and / or any service provider appointed by PCMC will levy charges for potable water, and gas consumption as per the prevailing market rates and the Purchaser shall make payment for the same, without delay or demur. The Purchaser is aware that making timely payment for usage of these and / or related utilities is of paramount importance since the functioning of the entire development would be affected on account of non-payment by even a

small number of Purchasers. The Purchaser agrees and confirms that any default in payment, subject to grace period of upto 30 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.

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

Facility Management Company and Applicability of Certain Clauses,

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

23. The Purchaser agrees and understands that in addition to the provisions set out at Clause 15.9, failure on the part of the Purchaser and, or, any delay or default in payment of the amounts under Clause 15.5 by the Purchaser shall constitute a breach of the terms of the Agreement and shall lead to suspension of access not only to the Club, but the Sports Complex as well and all other facilities provided by the Company/Ultimate Organisation till such time all due amounts are paid together with Interest for the period of delay in payment.

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



8

Yes

7

Annexure 9
(Purchaser Notice of Termination)

क.ल.न.-५	
दस्त क्र. २४६६	२०२२
४६	८५
[dated]	

To,

[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 (thirty) 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 11.2.3 of the ATS and proceed with the termination of the ATS in accordance with Clause 11 of the ATS.

Yours sincerely,

[name of customer]



क.ल.न.-५	
दस्त क्र. 2848	2022
40	44

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 : Lodha Codename Premier

Application No : 99047

Date of Application : 21/11/2021

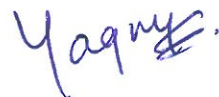
Wishing you all the prosperity and happiness with your new home.



Prashant Bindal
Chief Sales Officer



Signature of
Primary Applicant



Signature of
Joint Applicant

Chandrashekhar Venkatraman

Name of
Primary Applicant



Name of
Joint Applicant

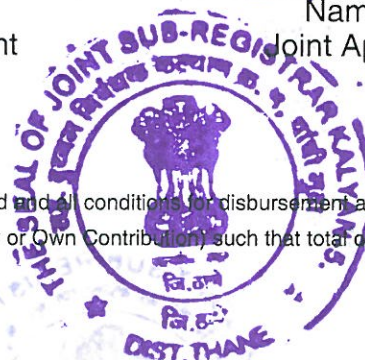
Terms & Conditions:

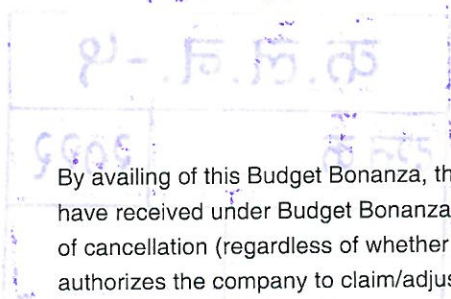
* After minimum payment of 19.9% of CV OR after home loan (HL) is sanctioned and all conditions for disbursement are complied with (excluding the amount that will be contributed by Company towards Stamp Duty or Own Contribution) such that total of own contribution + 1st HL disbursement will be min. 19.90%;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

Signature of Primary Applicant

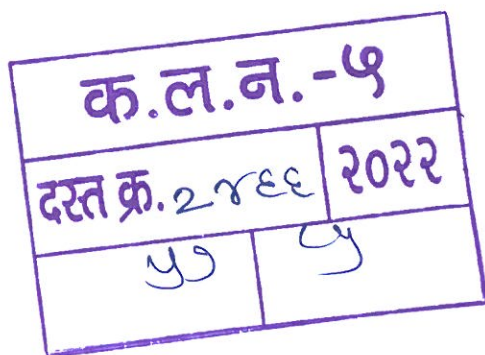
Signature of Joint Applicant

Signature of Sales Manager





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.



Signature of Primary Applicant

Signature of Joint Applicant

Signature of Sales Manager



प्रति,
✓ मंत्राटिक डेवेलपर्स लि.,
मुंबई.

मौजे अंतर्ली, खोणी, हेदुटणे, कोळे ता.कल्याण आणि मौजे उन्नाली, ता. अंबरनाथ तसेच मौजे घांघवली, काटई, कोळे व माणगांव, ता. कल्याण, जि.ठाणे, या एकात्मिक नगर वासाहत मधील मौजे हेदुटणे व माणगांव यातील स.न. /गट नं. /सि.स.क्र.१९/२अ, १९/२ब, १९/३ व इतर, एकूण क्षेत्र ३७९०९०.३८ चौ.मी. यामध्ये बांधकाम परवानगी मिळणेबाबत

१. शासन, नगर विकास विभागाची अधिसूचना (LC) क्र. टिपीएस-१२१३/१९६/प्र.क्र.२८९/१३/नवि-१२, दि. ०३.०३.२०१४,
२. जिल्हाधिकारी, ठाणे यांचे (LOI) इरादा पत्र क्र.महसूल/कक्ष-१टे-७/विनवप्र/कावि-१५८०२/१४, दि. २५.३.२०१४,
३. नगर विकास विभागाची अधिसूचना (LC) क्र.टिपीएस-१२१३/१९६/प्र.क्र.२८९/१३/नवि-१२, दि. २२.८.२०१४,
४. जिल्हाधिकारी, ठाणे यांचे (LOI) इरादा पत्र क्र. महसूल/कक्ष-१टे-७/विनवप्र/कावि-४०२२१/१४, दि. १५.९.२०१४,
५. नगर विकास विभागाची अधिसूचना(LC)क्र.टिपीएस-१२१३/१९६/प्र.क्र.२८९/ (ब)१३/नवि-१२, दि. २२/०८/२०१४,
६. नगर विकास विभागाची अधिसूचना(LC)क्र.टिपीएस-१२१४/१९६८७/प्र.क्र.७८/१५/नवि-१२, दि. ०८/०७/२०१५,
७. अंत. महानगर प्रदेश आयुक्त, मुंबई महानगर प्रदेश विकास प्राधिकरण यांचे (LOI) इरादा पत्र क्र. SROT/27/Villages/२४०४/STP/LOI/Vill. Hedutane, Umbroli/Vol-I/५३/२०१५, दि. २४/०८/२०१५.

दि. १४/१२/२०२१ रोजीचे पत्र.

અધિકૃત મોને અંતર્ગત, છોખી, હેટ્ટુને, કોલે તા.કલ્યાણ આણ મોને ઝંઝોલી, તા. અંબરગઢ તસેમો મોને ધરિવલી, કાટડે, કોલે તા માળાંગાં, તા. કલ્યાણ, જિ.ઠાળે, તા.પરુકામિત્ત નાર વસાહત પ્રકલ્યાણ જિલ્લાધિકારી, ઠાળે યાંધે દિ. ૩૦/૧૨/૨૦૨૧ રોજીએ આદેશા અનુસાર અંતિમ અભિયામ મંચની મિનાલેલી અંતિમ મોને-હેટ્ટુને કોલે તા મોને-હેટ્ટુને ઝંઝોલી તા. શિરેશ નાર વસાહત પ્રકલ્યાણ સંદર્ભિત નં. ૫ તા ૬ અન્વયે લોકેશન કિલઅરન્સ પ્રાપ્ત જ્ઞાને આરે, મોને અંતર્ગત તા. યોખી તા. કલ્યાણ યેથીલ વિગત નાર યસાહતીયા મુલ તા વહોલ ક્ષેત્ર સંદર્ભિયા ક્ર. ૧ ત ૩ અન્વયે લોકેશન કિલઅરન્સ પ્રાપ્ત જ્ઞાન તા. ૧૫/૧૨/૨૦૨૧ તા. ૧૫/૧૨/૨૦૨૧ તા. ૧૫/૧૨/૨૦૨૧ રોજીયા પત્રાન્વયે ફરાદા પારિત લેલેને આરે, તસે મુલે મહારાજ પ્રદેશ કલ્યાણ પ્રધિશરેને મોને હેટ્ટુને તા. કોલે તા. કલ્યાણ તા. મોને ઝંઝોલી યેથીલ શિરેશ નાર વસાહતીયા અનુક્રમે દિ. ૨૦.૦૬.૨૦૧૬ તા. ૨૪.૦૮.૨૦૧૫ રોજીયા પત્રાન્વયે ફરાદા પારિત લેલેને આરે. તસે મોને ધારિવલી, કાટડે, કોલે તા માળાંગાં, તા. કલ્યાણ, જિ. ઠાળે સંદર્ભિત નં. ૨૧ અન્વયે LC તા. ૨૧ અન્વયે LC તા. ૨૧/૧૨/૨૦૨૧ રોજી પત્રાન્વયે ફરાદા પારિત લેલેને આરે.

निष्पत्तिकर चार्ली विरोध बसतत प्रकल्प राणाच्या दि. ४/०३/२०१९ च्या अधिसूचने अनुसार एकात्मिक नगर वसाहती प्रकल्पात एकत्रित करण्यास शासनाने दि. १८/०९/२०१९ च्या पत्राव्यये मान्यता दिलेली आहे व त्यानुषंगाने त्रिवेणीधारा, ठाण येथील लक्ष्मणनगर फा.क. २५ अन्वये अंतिम अधिनियम मंजरी दिली आहे.

हदूटण-काळ ता.कल्याण / उब्राला ता. अंबरनाथ/एकात्मिक विशेष न
वसाहत प्रकल्प / रेखांकन / एसआर-२२/२०१९. दि. २९/०८/२०१९.

[illegible]

मा. निहायिकाद्वारे, ठाणे यांनी दि. ३०/१२/२०१९ रोजीचे पत्रान्वये एकात्मिक विकास
वसुधैवकुटुंबाच्या रेखांकनास सुधारित अंतिम मंजूरी दिलेली असून मंजूरी अनुसार प्रस्तावित खालील जागेचा
सेक्टर निहाय तपशील खालील प्रमाणे आहे.

अ. क्र.	संकेत	मूल्यफल (चौ. मा.)
१	A	२०९८१३.३६
२	B	७५०.००
३	C	४७६१.००
४	D	४९४९७.३४
५	E	४५६८.००
६	F	२२११४४.३४
७	G	१७७४६३.२५
८	H	१०६३७१.३३
९	I	२५४४११.७७
१०	J	२०६४०३.९८
११	K	१७४७०६.०३
१२	L	२८९६२८.८१
१३	M	९९८८१.००
१४	N	११११७७.००
१५	O	१८६१११.४७
१६	P	६५१०६७.५३
	प्रकृपा	३७९०९०७.३६

तसेच या पूर्वी अर्जुंदार यांचे जागेवर खाली नमूद केलेल्या सेक्टर क्र. B ते I वरील बांधकामास परवानगी दिलेली असून आता विकासकाने सेक्टर "ओ" मध्ये बांधकाम नकाशे सादर केले असून त्याचा तपशील खालील प्रमाणे आहे.

[illegible]

पराविद्याच्या रक्कम वाढत :-

- प्रस्तावित नगर वसाहतीच्या निमाळलाईनवत विनियम ७७.२२ मधील तरत्यातील अ.क. २.२ अनुसार विकासका यांना ०.८ अतिरिक्त चटई क्षेत्र निर्देशांक अनुज्ञेय असून त्यांनी पूर्वीच्या निमेमाळानुसार ०.४ एवढ्या अतिरिक्त चटई क्षेत्र निर्देशांकाच्या अनुगंगने शुल्क मुंबई महानगर प्रदेशा विकास प्राधिकरणकडे रु. ३०,६०,३३,००/- भरणा केलेले आहे.
- अर्जदार यांनी या प्रस्तावामध्ये मूळ अनुज्ञेय चटई क्षेत्र निर्देशांक (FSI) १.०० चा पूर्ण वापर केलेला नाही, त्यामुळे अतिरिक्त चटई क्षेत्र निर्देशांकासाठी आवश्यक असलेले अधिमूल्य आकारण्याची आवश्यकता नाही.

- महाराष्ट्र प्रदेशीक व नगर रचना अधिनियम, १९६६ चे कलम १२४ बी मधील तरतुदीनुसार (परिशिष्ट दोन) बांधकामसाठी विकसित वार्षिक बाजारमूल्य दर तक्त्यातील निवारी बांधकाम दराच्या ७५ व अंतिम बांधकाम दराच्या १०० या दराने जमा करणे आवश्यक आहे, तसेच एकाधिक नगर व महानगरांच्या सुधारित नियममधील विनियम १२.४ (अ) अनुसार विकास शुल्कांमध्ये ५० टक्के (पन्नास) कमी आहे.
- परंतु शासनाच्या दिनांक १२/१०/१८ च्या अध्यादेशानुसार विकास शुल्कांमध्ये T & D FSI व DOUBLE HEIGHT TR & CRACE करिता सुमारे १.१२, १.१९, १.४८ व १.७८ रकम समाविष्ट करण्यासाठी या कार्यक्रमास कळविलेले होते. त्यानुसार विकास शुल्कास एकूण भरणा करावयाचा अप्रिल घालील प्रमाण आहे.

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|----|---------------------------|---------------|
| ज. | लक्ष्मी | रकम रुपय |
| १ | छाननी शुल्क | ४,०८,२००/- |
| २ | विकास शुल्क | १,०५,६१,१५०/- |
| ३ | आतिरक्त घटई क्षेत्र शुल्क | नरक |
| ४ | एक आता भराव्याचा रकम | १,१२,६१,३५०/- |

अ. क्र.	तपशील	चौ. मी.
१	जागचे एकूण क्षेत्र	३७९०१००.३८
अ)	बसिच घटई क्षेत्र निदर्शांक = १	३७९०९०७.३८
ब)	आंतरिकत अनुज्ञेय घटई क्षेत्र (आधभार शाकालन) = ०.८०	३०.३२.७२५.९०
क)	एकूण अनुज्ञेय बांधकाम क्षेत्र (अ + ब) (Social Housing चे क्षेत्र वगळून)	६८२३६३३.२८
ड)	Social Housing चे किमान आवश्यक बांधकाम क्षेत्र (ITP च्या नियमाप्रमाणे) ६०% किमान राहवास वापराच्या १५% Social Housing	३,४८,१८१.६६
इ)	एकूण अनुज्ञेय बांधकाम क्षेत्र (क + ड) (Social Housing च्या क्षेत्रासहित)	७१६८८१४.९४
२	१ ब येथील आंतरिकत घटई क्षेत्र (आधभार आकारालेलं)	५,६८,८६९.१८
३	स्थापित एकूण अनुज्ञेय बांधकाम क्षेत्र (१अ + २) (Social Housing चे क्षेत्र वगळून)	४३१,७७७.५६
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५	शासनाच्या व. ०६/०६/२०१८ नोंदीच्या प्रमाणानुसार समाविष्ट करावयाची रकम रु.	१,१२,५१,५८७/-
६	या पुढी या कायद्यानुसार MASTER LAYOUT करिता दि. १३/१२/२०१२ नोंदीच्या प्रमाणानुसार समाविष्ट करावयाची शिफारस रकम रु.	७,४१,६१,३०५/-
७	आता समाविष्ट करावयाची रकम रु. (४)	१,१२,६१,३५०/-
८	संख्ये ३२०००० प्रस्तावित संकेत 'O' या संकेताने या बांधकाम प्रकल्पाची मंजूरीनंतर समाविष्ट करावयाची शिफारस रकम रु. (६) - (१६)	६,२८,९९,६५५/-

- एकात्मिक नगर वसहत क्षेत्रा मध्ये नियमावलीनुसार पायाभूत सुविधा प्रकल्प पूर्ण होई पर्यंत (Infrastructural Facilities) विकसित करणे व त्याची देखभाल करणे UDCPR 2020 नियमावलीतील नियम १४.२.१.२२ (viii) नुसार जिव्हाळाकारक बंधनकारक आहे. तसेच संश्लिष्ट एकात्मिक नगर विकास कायदा, २०१९ च्या कडोडारकरणावर आधारित आहे.

मा. नि.अधिकारी, ठाणे यांनी दिनांक ३०/१२/२०२१ रोजी अंतिम अभिव्यास मंजूर केलेल्या पत्रातील अट क्र. ४६ व मा. सहसंचालक नगररचना, कोकण विभाग, नवी मुंबई यांच्या दिनांक ०३/१२/२०२१ च्या शिफारस पत्रातील अट क्र. ६ अ अनुसार विकासकाराकै गॅरंटी देणे आवश्यक आहे.

- (IV) अनुसार मुद्राक शुल्क व विकास शुल्कासाठी ५०% सबलत देण्यात आलेली आहे. तथापि या मध्ये कामगार उपकर या बाबीचा समावेश नाही.

प्रस्ताव खालील जागेस सहसंचालक, नगररचना, वोकण विभाग, नवी मुंबई यांचे शिफारस पत्र क्र. एकात्मिकृत नगर वसाही / मी.खोणी व अंतर्ली व इतर / सहसंचालक / १००२ दि. २८.६.२०११ व मा. जिल्हाधिकारी, ठाणे यांचे काढील बांधकाम परवानगी आदेश क्र. महसूल/कश-१/१८-७/विनवप/एसआर-८८-२०१४, दि. १८.९.२०१४ अन्वये सेक्ट- C ते I (पूर्वीचे सेक्टर- A ते G) २४.६.३७.१७ चौ. मी. क्षेत्रावर बांधकाम परवानगी देण्यात आलेली आहे. तसेच वेळो-वेळी सुधारित परवानग्या देण्यात आलेल्या आहेत. आता सेक्टर- O, या क्षेत्रावर अर्जदार यांनी नव्याने बांधकाम प्रस्तावित केलेले आहे. अर्जदारांनी आतापर्यंत रु. ८,६५,८९,६७१/- एवढा उपकर भरणा केलेला आहे. तथापि, सदर उपकर हा प्रस्तावित बांधकाम क्षेत्रावर परिगणित करावयाचा असल्यामुळे सेक्टर "ओ" मधील बांधकामाचे कामगार उपकराबाबत नव्याने आदेश निर्गमित करण्यात येतो. तो उपकर विकासकाने पूर्णत्वाचा दाखला घेण्यापुर्वी भरणे आवश्यक आहे. तसेच उपकराचा रक्कममोबाबत काही तफावत आल्यास तो भरण्याविकासकास बंधनकारक आहे.

वर नमूद केल्याप्रमाणे शासनाने दिलेल्या मार्गदर्शनाच्या पार्श्वभूमीवर संवर्धननाम नकाशाची सदर शेतासाठी लागू असलेल्या एकात्मिक नगर वसाहतीच्या नियमावली अनुसार व अंबरनाथ, कुठ्ठावाव-बदलापूर व परिसर क्षेत्राच्या मंजूर विकास निबंधन नियमावलीनुसार तंत्रिक छाननी केली असता सदर केलीले बांधकाम नकाशे नियोजनाच्या दृष्टिने सर्वसाधारणपणे

- योग्य असल्याने विरवा रंगतील दुसऱ्यासह सदर बांधकाम नकाशांना यादीत नमूद अटीत अधीन राहून मंजुरी देण्यात येत आहे.
- सदर प्रकल्पाचा UDCPR-२०२० नुसार एकात्मिक नगर वसाहत प्रकल्पाचे शासन मंजूर विनियम व थेटवेळी सुधारित करणेत येणाऱ्या सर्व नियमांचे/सूचनांचे पालन करणे विकासकावर बंधनकारक राहिल.
 - शासनाच्या दि. ०३/०३/२०१४, दि. २२/०८/२०१४ व दि. ०८/०७/२०१५ च्या अधिसूचनांवर प्रदान करण्यात आलेल्या लोकेन्गल विलअरन्समधील अटी व शर्ती या एकात्रित एकात्मिक नगर वसाहत प्रकल्पास लागू राहिल.
 - पर्यावरण विभाग महाराष्ट्र शासन यांचे दि. १९/६/२०१३ व दि. २१/०२/२०१५ रोजीच्या ना-हरकत प्रमाणपत्रातील सर्व अटी व शर्तीची पूर्तता करणे विकासकावर बंधनकारक राहिल.
 - महाराष्ट्र प्रदूषण नियंत्रण मंडळाचे दि. २०/१/२०१४ रोजीच्या मान्यता पत्रातील अटी व शर्तीचे पालन करणे विकासकावर बंधनकारक राहिल.
 - UDCPR-२०२० नुसार एकात्मिक नगर वसाहत प्रकल्पाच्या शासन मंजूर नियमावलीतील विनियम १४.१.१.२ (V) अनुसार वृक्ष लागवड करून त्यांची देखभाल/संवर्धन करणे विकासकावर बंधनकारक आहे.
 - विशेष प्रसंगी जिल्हाधिकारी, ठाणे यांनी लेखी आदेश दिले तर ते विकासकावर बंधनकारक राहतील. त्यास या परवानगीवरून बाधा येणार नाही.
 - मुख्य अभियंता, जलसंपदा विभाग, कोकण प्रदेश, मुंबई यांचे दि. ०३/०७/२०१३, दि. ०९/०७/२०१४ व दि. ०६/०२/२०१५ रोजीच्या ना-हरकत प्रमाणपत्रांमध्ये नमूद सर्व नंबरच्या जागेमध्ये सेवा सुविधा व्यतिरिक्त कोणतेही बांधकाम करण्यात येऊ नये, त्याचप्रमाणे त्यातील इतर अटी व शर्तीचे पालन करणे बंधनकारक राहिल.
 - संचालक, महाराष्ट्र अनिशमन सेवा, मुंबई यांनी दि. ०६.०९.२०१७ व दि. १५/०१/२०२० रोजी प्रमाणित नकाशासह दिलेल्या ना-हरकत दाखल्यातील सर्व अटी / शर्तीचे पालन करणे व पूर्तता करणे विकासकावर बंधनकारक राहिल.
 - नकाशातील प्रस्तावित इमारतीकरीता प्रत्येक इमारतीमध्ये नकाशात दर्शविल्यानुसार १ आग्नी प्रतिबंधक विकास जाग्याचे बांधकाम फायर अँड व्हायझर यांनी नाहरकत पत्रात दिलेल्या सूचनांनुसार तसेच योग्य त्या बांधकाम साहित्याचा वापर करून करणे विकासकावर बंधनकारक राहिल. सदर सेक्टरमधील प्रत्येक इमारतीमधील प्रस्तावित रिफ्युज एरिया कोणत्याही परिस्थितीत बंद करता येणार नाही व त्या कायमस्वरूपी खुल्या ठेवणे विकासकावर बंधनकारक राहिल. या रिफ्युज एरियाचे भितीचे बांधकाम दोन तासांच्या फायर रेटिंगप्रमाणे बांधकाम साहित्य वापरून करणे विकासकावर बंधनकारक राहिल.
 - नकाशावर दर्शविल्याप्रमाणेच नियमांनुसार आवश्यक पार्किंगची सुविधा विकासकाने विकसित करावयाची आहे व तसे विकासकावर बंधनकारक राहिल. सदर नकाशांमध्ये अनुज्ञेय केलेल्या पार्किंगचा वापर केवळ वाहनतळाकरीता करणे बंधनकारक राहिल. सबब, सर्व पार्किंगमध्ये पुरेसा प्रकाश व वायुविजन याची व्यवस्था नैसर्गिकरित्या अथवा आवश्यक असल्यास यांत्रिक पध्तीने करणे विकासकावर बंधनकारक राहिल व यासाठी अखंड वीज

9

पुढीलप्रमाणे विचारल्याने शासनाने ही सुविधा कायमस्वरूपी उपलब्ध करून देणे विकासकावर बंधनकारक राहिल.

- नियोजित बांधकामातील सदनिका केंद्रावरील विकासकावर कायमस्वरूपी वापर करणे आहे. त्यासाठी बांधकाम क्षेत्रात सर्व सदनिका केंद्रावर, ठाणे व मुंबई शिवाय विनासकावर सर्व विनियम बांधकाम कायदे लागू नाही.
- नकाशात दर्शविलेले बांधकाम क्षेत्र पूर्णत्वात आदी. सामाजिक अंतरे मंजूर नकाशा अनुसार जागेवर वापर असलेले बांधकाम क्षेत्रात बांधकाम करणे ना-हरकत आहे.
- सुरक्षिततेचा दृष्टीने (safety and security of buildings to counter manmade disasters) आवश्यक तो उपाययोजना करणे विकासकावर बंधनकारक राहिल.
- नकाशा मंजुरीनुसार चा इमारतीचे बांधकाम क्षेत्र भूकंपप्रतिक (Earthquake) दृष्टीने व Natural Calamities च्या दृष्टीने उपाययोजना करणे व इमारतीचे तसे स्ट्रक्चर डिजाइन विकासकावर संबंधित सत्ताधार यांचेकडून करून घेणे व त्यानंतर प्रत्यक्ष बांधकामास सुरुवात करणे व त्याचे सल्ल्याने व वेळोवेळी जाणी बांधकाम करणे विकासकावर बंधनकारक राहिल.
- UDCPR-२०२० नुसार एकात्मिक नगर वसाहत विकसित करणेकामी शासन मंजूर विनियमावलीत विनियम १४.१.१.१ (III) अनुसार EWS/LIG बाबतच्या तरतुदीची पूर्तता करणे विकासकावर बंधनकारक राहिल.
- प्रस्तावित नकाशावर दर्शविल्याप्रमाणे सर्व सामाजिक अंतरे प्रत्यक्षात जागेवर असले पाहिजेत व त्या खालील जागा कायमस्वरूपी खुली ठेवणे बंधनकारक राहिल.
- वजब हाऊसची सुविधा ठाऊनशिपमधील सर्व रहिवाशांना उपलब्ध करून देणे आवश्यक राहिल.
- Rain Water Harvesting System व Solar System ची व्यवस्था व त्यातील इतर तांत्रिक बाबीकरिताची पूर्तता व विकास भोगवटा दाखल्यापूर्वी करणे विकासकावर बंधनकारक राहिल.
- वृद्ध आराखड्यामध्ये ज्या वापरासाठी भूखंड / सेक्टर / ब्लॉक दर्शविला आहे, निव्वळ त्याच वापरासाठी त्या क्षेत्राचा वापर करणे विकासकावर बंधनकारक राहिल. रहिवास विभागातील सेक्टर / ब्लॉक मधील भूखंड सदर क्षेत्रास लागू विकास नियंत्रण नियमावलीनुसार अनुज्ञेय होणाऱ्या रहिवास वापरासाठीच वापरावयाचे आहेत. त्यासह सुविधा, अॅमिनिटी इत्यादी स्वरूपातील मिश्र वापर त्यामध्ये अनुज्ञेय राहतील. कारण UDCPR-२०२० नुसार एकात्मिक नगर वसाहतीच्या नियमावलीतील विनियम १४.१.१.७ (IV) अनुसार योजना क्षेत्रात अनुज्ञेय Total Basic Floor Area (F.S.I.) च्या किमान ६०% Floor area (F.S.I.) हा फक्त निव्वळ निवासी कारणासाठी वापर करणे बंधनकारक आहे.
- प्रकल्प राबवितांना उद्भवणाऱ्या कोणत्याही अडचणी अथवा प्रश्नांसाठी विकासक सर्वोच्च जबाबदार राहिल. या अडचणीचे निराकरण करून देण्याची जबाबदारी अथवा बंधन शासनावर, या कार्यालयावर व तसेच जिल्हाधिकारी, ठाणे यांचेवर असणार नाही.

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- 11P चा विकास त्या परिसरात सुयोग्य ठिकाणे शासनाच्या संबंधित विभागाच्या सल्ल्याने विकासकास करणे बंधनकारक राहिल. Sewage Treatment Plant, Solid Waste Composting Plant, Land Fill Site चे स्थानाबाबत व अन्य सविस्तर तांत्रिक यादी अनुषंगाने संबंधितांच्या सल्ल्याने विकसित करणे बंधनकारक राहिल.
- प्रस्तावित जागीन वापर नकाशा सुधारित मंजुरीनुसार Water Distribution layout ची आवश्यकता घेणे, पाणी पुरवठ्याच्या रेखांकनाची तसेच Reservoir, rain water harvesting system, recycling system व त्यातील इतर तांत्रिक बाबीकरिताची छाननी शासनाच्या संबंधित विभागाकडून करून घेणे आवश्यक राहिल व त्यानुसार Water Distribution Lines टाकणे वा त्यानुषंगाने इतर विकास करणे विकासकावर बंधनकारक राहिल.
- वृहत आराखडा मंजुरीनंतर Drainage layout तयार करणे घेणे व त्याची छाननी शासनाच्या संबंधित विभागाकडून करून घेणे आवश्यक राहिल व त्यानुसार Drainage Lines टाकणे वा त्यानुषंगाने इतर विकास करणे बंधनकारक राहिल.
- वृहत आराखड्यामध्ये दर्शविण्यात आलेल्या सार्वजनिक उपयुक्तता (Public Utilities) चा विकास संबंधित विभागाच्या सल्ल्यानुसार करणे विकासकास बंधनकारक राहिल व त्यानुषंगाने सार्वजनिक उपयुक्ततेच्या स्थानांमध्ये व क्षेत्रांमध्ये बदल करणे आवश्यक असल्यास त्याप्रमाणे रेखांकन सुधारित करणे विकासकावर बंधनकारक राहिल.
- प्रकल्पाबाबत कोणतीही जाहिरात करतेवेळी जाहिरातीमध्ये मंजूर रेखांकन व बांधकाम परवानगी प्रमाणेच तपशील / नकाशे इत्यादीचा समावेश करणे विकासकावर बंधनकारक राहिल.
- प्रस्तावित एकात्मिक नगर वसाहतीच्या क्षेत्रातील नैसर्गिक ओढे, नाले, तळी, कॅनॉल व त्यातील वाहणारे पाणी यावर विकासकास हक्क सांगता येणार नाही व त्याच्या नैसर्गिक प्रवाहास अडथळा करता येणार नाही.
- एकात्मिक नगर वसाहतीच्या नियमावलीतील विनियम १०.५ अनुसार ९० रीटर प्रति माणसी पिण्याच्या पाण्याची व अनिशमन यंत्रणेकरीता आवश्यक पाणी व बागवगीच्या वापराकरिता अतिरिक्त पाण्याची तरतूद विकासकाने करणे आवश्यक आहे. त्यानुसार विकासकास महाराष्ट्र औद्योगिक विकास महामंडळाने त्यांच्या दि. १७/५/२०१३ च्या पत्रान्वये १० दश लक्ष घनलिटर प्रतिदिन पाणी पुरवठ्यास समती दर्शविली आहे. त्याचप्रमाणे जलसंपदा विभागाने त्यांच्या प्रस्तावित कुशीवली, ता. अंबरनाथ येथील लाघु पाटबंधारे प्रकल्पातून ८ दश लक्ष घन मिटर प्रतिवर्षी पाणी देण्याचे दि. २९/११/२०१३ च्या सामंजस्य कराराने (M.O.U.) मान्य केले आहे. लोकेन्गलेच्या प्रमाणात पुरेसा पाण्याची तरतूद करण्याची जबाबदारी विकासकावर राहिल.
- एकात्मिक नगर वसाहतीच्या सुधारित नियमावलीतील विनियम १०.५(क) अनुसार पुरेसा वीज पुरवठ्याची सोय उपलब्ध करणे विकासकावर बंधनकारक आहे. त्यानुसार (M.S.E.D.C.L.) कायद्याने यांनी दिनांक २५/०२/२०१४ व ०५/०८/२०१५ रोजीच्या पत्रांचे समती दर्शविली आहे.

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- प्रस्तावित एकात्मिक नगर वसाहत प्रकल्प हा मधील मुंबई आंतरराष्ट्रीय विमानतळाच्या प्रस्तावित जागेपासून १८.३० कि. मी. परिध्यामध्ये तसेच मुंबई आंतरराष्ट्रीय विमानतळाच्या जागेपासून २७.१० कि. मी. परिध्यामध्ये येत असल्याने विकासकाने सदर केलेल्या गुगल मॅप वगळता नकाशावरून दिग्दर्शित करणे, याबाबत सदर क्षेत्रासाठी प्राथमिक विचार नियंत्रण नियमावलीतील तरतुदीनुसार विकासकाने विमानतळाकडील इमारतीसाठी विमानतळा प्राधिकरणाला ना-हरकत प्रमाणपत्र सादर करणे आवश्यक आहे. त्यानुसार विकासकाने विमानतळा प्राधिकरणाचे १६० मी. पर्यंत उंचीच्या इमारतीबाबत ना-हरकत प्रमाणपत्र सादर केले आहे. याबाबत भारतीय विमान पत्तन प्राधिकरण (परिचम क्षेत्र मुख्यालय) यांनी ना-हरकत पत्र क्र.बीटी-१-एनओसीसी/ सीएस/एमयुएम/१४/नकाशा/परिचम/२४६/४२८/१२६५-६८, दि. ११/८/२०१४ व बीटी-१-एनओसीसी/ सीएस/एमयुएम/१४/नकाशा/परिचम/२४८/१४३०/१२०३-७६, दि. ११/८/२०१३ यांनी सर्व अटी व शर्तीचे पालन करणे बंधनकारक राहिल.
- एकात्मिक नगर वसाहत नियमावलीतील धाऊनशिपसाठी अडचणे असलेल्या एकात्रित क्षेत्र निर्देशांकाच्या मर्यादेतच संपूर्ण टाऊनशिपचे बांधकाम करणे बंधनकारक राहिल.
- अर्जदार यांनी जागेवर बांधकाम सुरू करणेपूर्वी अनिशमन विभागाकडील ना-हरकत प्रमाणपत्र / दाखला सादर करणे आवश्यक आहे.
- विनियम ७.३ (अ) अनुसार प्रकल्प पत्रात प्रस्तावित पाकगाड्या/वेळाचे मैदान हे अतिरिक्त जागा असल्याने विकासकाने सार्वजनिक जन्तुकरिता वापरासाठी अडचळीना घेऊन ठेवणे विकासकावर बंधनकारक राहिल.
- एकात्मिक नगर वसाहतीसाठी शासनाने दि. २६/३/२०१६ रोजी मंजूर केलेल्या नियमावलीतील विनियम १२.८ मध्ये Infrastructural facilities बाबत तरतुदी असून त्यानुसार प्रकल्प पूर्ण होईपर्यंत व अर्बन लोकल बॉडी स्थापनेपर्यंत Infrastructural facilities पुरविणे व सुस्थितीत ठेवणे व देखभाल करणे विकासकावर बंधनकारक राहिल.
- Social Housing (EWS/LIG) अंतर्गत विकासकास आवश्यक सदनिकांची वाढी म्हाडास सोडत पद्धतीने वाटप करावयाची असून वाढी सदनिका ह्या विकासकास भाडे/वापरातील घरांसाठी व विक्रीसाठी स्वतःकडे राखून ठेवावयाच्या आहेत. त्यानुसार अर्जदार विकासकास मंजूर रेखांकनानुसार ४,१२,२६३.६१ चौ. मी क्षेत्र Social Housing (EWS/LIG) साठी राखून ठेवायचे असून त्यापैकी अर्जदार यांनी 'सेक्टर 1' मध्ये २,४५,८११.९० चौ. मी. क्षेत्र प्रस्तावित केले आहे. विकासकास उर्वरित १,६६,४५१.७१ चौ. मी. क्षेत्र पुढील बांधकामात देणे बंधनकारक राहिल. तसेच विकासकास एकात्मिक नगर वसाहतीसाठी शासनाने दि. २६/१२/२०१५ रोजी मंजूर केलेल्या नियमावलीतील विनियम ९ मधील ९.१ ते ९.१० अंनुसार Social Housing (EWS/LIG) बाबतच्या आवश्यक तरतुदीची पूर्तता करणे विकासकावर बंधनकारक राहिल.
- एकात्मिक नगर वसाहत क्षेत्रामध्ये नियमानुसार सर्व पायाभूत सुविधा (INFRASTRUCTURE FACILITIES) विकसित करणे वा देखभाल करणेकरीता UDCPR-२०२० मधील नियम क्र. १४.१.१.२ (VIII) नुसार विकासकावर बंधनकारक आहे.

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त्यासाठी संबंधित पात्रांमधील मुदतीच्या प्रमाण खर्चाच्या १५% रकमेची बँक गॅरंटी विकासकाने
जिल्हाधिकारी, ठाणे यांचेकडे नोंदवण्यापत्र घेणेपूर्वी सादर करणे आवश्यक आहे.

३९. विकासकाने सादर प्रकल्पनात्मक Social Housing (EWS/LIG) चे क्षेत्र हे विक्री करतक्याच्या
संदर्भातच्या प्रकल्पनात्मक व विक्री करतक्याच्या इमारतीचे भोगवटा प्रमाणपत्र घेणेपूर्वी
Social Housing (EWS/LIG) इमारतीचे भोगवटा प्रमाणपत्र घेणे बंधनकारक राहिल.

४०. विकासक व त्याचे प्रास्तुतिगार यांनी सादर केलेल्या जिल्हा नमुन्यातील माहितीच्या आधारे
सदर प्रकल्पाची छाननी करण्यात आलेली असून त्यामध्ये चटई क्षेत्र निर्देशांकाने
परमाण्वेवढ्या काही तफावत आढळून आल्यास त्यास संबंधित प्रास्तुतिगार जबाबदार
राहिल व त्याअनुसार होणाऱ्या तफावतीची सुधारणा अनुज्ञेय चटई क्षेत्र निर्देशांकाने
मार्गदर्शित करणे विकासकाने बंधनकारक राहिल.

४१. अर्जदार विकासकाने सादर केलेली कोणतीही माहिती व कागदपत्रे ही चुकीची / दिशाभूल
करणारी आढळल्यास प्रस्तुतीची शिफारस रद्द समजणेत येईल व त्यामुळे विकासकाच्या व
इतर संबंधितांच्या कोणत्याही नुकसानीस स्वतः विकासक जबाबदार राहिल.

४२. नगर विकास नियंत्रण निगमावलीप्रमाणे पुढीलप्रमाणे छाननी शुल्क व अधिभूय शुल्क
आकारणे आवश्यक राहिल.

४३. या प्रकल्पातून सर्व इमारतीच्या आतील बाजूस तसेच इमारतीसमोरील रस्त्याचे सी. सी. टो.
व्ही. चित्रिकरण करणाऱ्या वॉंधफामाच्या ठिकाणी सी. सी. टो. व्ही. यंत्रणा कायान्वित करणे
विकासकास बंधनकारक राहिल.

४४. अर्जदार यांनी खुली जागा १०० KV विद्युत वाहिनी खाली प्रस्तावित केलेला आहे. तथापि
प्राप्त झालेल्या माहितीवर संबंधित विभागाचा (MAHATRANSCO) सुरक्षित अंतराचा दाखला
होणे अर्जदार यांच्याकडे बंधनकारक राहिल. तसेच सदर विद्युतवाहिनी खालील जागेवर कोणत्याही
कारणाचे वाधनमि अडथळा / सुट्टीका धोरक यांस भविष्यात देखील करता येणार नाही.

क.ल.न.व.-९

सोबत: मजुर नकाशाचा तप

दस्त क्र. २४६६ २०२२

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आपला,



(किशोर पाटील)

सहायक संचालक, नगर रचना,
ठाणे

प्रत माहिती व पुढील कार्यवाहीसाठी सविनय सादर-

मा. महानगर आयुक्त, मुंबई महानगर प्रदेश विकास प्राधिकरण, वांद्रे, मुंबई.



महाराष्ट्र प्रादेशिक व नगर रचना अधिनियम, १९६६
क्र.टीपीएस-१२२४/१९४/प्र.क्र.१३/१३/नवि-१२

ज्याअर्थी, शासनाने महाराष्ट्र प्रादेशिक व नगर रचना अधिनियम, १९६६ (यापुढे ज्याचा उल्लेख "उक्त अधिनियम" असा करण्यात आला आहे.) च्या कलम ४० मधील तरतुदीनुसार शासन नगर विकास आणि सार्वजनिक आरोग्य विभागाची अधिसूचना क्रमांक टीपीसी-१२०५/१९९९/युडी-८, दिनांक १५ मार्च, १९७६ अन्वये अंतराष्ट्र, कुळागंव-बेलापुर व परिसर अधिसूचित क्षेत्राकरीता (यापुढे ज्याचा उल्लेख "उक्त अधिसूचित क्षेत्र" असा करण्यात आला आहे.) मुंबई महानगर प्रदेश विकास प्राधिकरणाची (मुंमप्रविण) विशेष नियोजन प्राधिकरण म्हणून नियुक्ती केली आहे (यापुढे ज्याचा उल्लेख "उक्त विशेष नियोजन प्राधिकरण" असा करण्यात आला आहे).

आणि ज्याअर्थी, उक्त अधिसूचित क्षेत्राची विकास योजना (यापुढे जिचा उल्लेख "उक्त विकास योजना क्र.१" असा करण्यात आला आहे) तिच्या विकास नियोजन नियमवलीसह (यापुढे जिचा उल्लेख "उक्त विकास नियोजन नियमवली" असा करण्यात आला आहे) उक्त अधिनियमाच्या कलम ३१ (१) अन्वये शासन नगर विकास विभागाची अधिसूचना क्रमांक टीपीएस-१२०४/१९४/प्र.क्र.१३/०४/नवि-१२, दिनांक २५/७/२००५ (यापुढे जिचा उल्लेख "उक्त अधिसूचना" असा करण्यात आला आहे) अन्वये मंजूर झाली असून, ती दिनांक १२/८/२००५ पासून अंमलात आली आहे; आणि ज्याअर्थी, कल्याण व अंबरनाथ तालुक्यातील २७ गावांची विकास योजना (यापुढे जिचा उल्लेख "उक्त विकास योजना क्र.२" असा करण्यात आला आहे) उक्त अधिनियमाच्या कलम ३१(१) मधील तरतुदीनुसार शासन नगर विकास विभागाची अधिसूचना क्र.टीपीएस-१२१२/१९७/प्र.क्र.१०/१३/नवि-१२, दिनांक १४/२/०१५ अन्वये मंजूर झाली असून, ती दिनांक १३/४/२०१५ पासून अंमलात आली आहे;

आणि ज्याअर्थी, उक्त अधिनियमाच्या कलम २०(४) व कलम ३०(१)(क) अन्वये वेळोवेळी फेब्रवरी करून एकात्मिक नगर वसाहतची नियमावली उक्त विकास योजना क्र.१ व २ च्या क्षेत्रासाठी लागू करण्यात आली असून सार्वजनिक शासन नगर विकास विभागाने उक्त अधिनियमाच्या कलम ३०(१)(क) मधील तरतुदीनुसार अधिसूचना क्र.टीपीएस-१२१८/प्र.क्र.२३६/८/कलम ३०(१)(क)/नवि-१२, दिनांक २४/२/२०२० अन्वये मंजूर केलेली एकत्रित विकास नियोजन व प्रोत्साहन नियमावलीमधील एकात्मिक नगर वसाहतीचे विनियम लागू आहेत. (यापुढे ज्याचा उल्लेख "उक्त नियमावली" असा करण्यात आला आहे);

विकास प्राधिकरणाने अथवा त्यांनी प्राधिकृत केलेल्या अधिकारी/ प्राधिकरण यांनी सदर एकात्मिक नगर वसाहतीच्या नियमावलीनुसार या क्षेत्रामधील पुढील परवानग्या घ्याव्यात, असे निर्देश इतर अटी व शर्तीसोबत दिले आहेत, एकात्मिक नगर वसाहतीच्या नियमावलीमधील तरतुदीनुसार, संचालक नगर रचना, महाराष्ट्र राज्य, पुणे यांनी प्रयत्न: अधिसूचना क्र. प्र. यो. मुं. मं. मी. मी. हेडटुणे व इतर/एन.व.प्र.क्र.६२/१७/टीपीसी-३/१५४, दिनांक १४/६/२०१७ अन्वये १८-७-८५ हे.आर. क्षेत्र व तदनंतर अधिसूचना क्र.प्र. यो. मुं. मं. मी. मी. हेडटुणे व इतर/एन.व.प्र.क्र.५७/१८/टीपीसी-३/३६५३, दिनांक १८/७/२०१९ अन्वये १०-११-४ हे.आर. क्षेत्र अटी व शर्तीसोबत सदर एकात्मिक नगर वसाहत प्रकल्पांमध्ये समाविष्ट केले आहे. (यापुढे ज्याचा उल्लेख "एकात्मिक नगर वसाहत प्रकल्प क्र.१" असा करण्यात आला आहे.);

आणि ज्याअर्थी, शासन नगर विकास विभागाने अधिसूचना क्र.टीपीएस-१२१८/३५/८/प्र.क्र.९३/१९/नवि-१२, दिनांक ५/४/२०१९ अन्वये एकात्मिक नगर वसाहतीच्या नियमावलीमधील तरतुदीनुसार कल्याण व अंबरनाथ तालुक्यातील २७ गावांच्या अधिसूचित क्षेत्रामधील मोठे घाटीवली, काटेई, कोळे, माणगांव, हेडटुणे ता.कल्याण येथील सुमारे ८७-३१-१६ हे.आर.क्षेत्र उक्त अधिनियमाच्या कलम ४४(२) मधील तरतुदीनुसार एकात्मिक नगर वसाहत प्रकल्प म्हणून घोषित करून लोबा डेव्हलपर्स लि. व इतर यांना अटी व शर्तीसोबत लोकेरानल क्लिअरन्स प्रदान केले आहे. (यापुढे ज्याचा उल्लेख "उक्त एकात्मिक नगर वसाहत प्रकल्प क्र.२" असा करण्यात आला आहे.);

आणि ज्याअर्थी, उक्त एकात्मिक नगर वसाहत प्रकल्प क्र.१ व २ प्रकल्पांतर्गत क्षेत्रे तीन वेगवेगळ्या नियोजन प्राधिकरण/विशेष नियोजन प्राधिकरणाच्या क्षेत्रांत अंतर्भूत आहे;

आणि ज्याअर्थी, मॅक्रोटेक डेव्हलपर्स लिमि. (यापुढे ज्याचा उल्लेख "उक्त अर्जदार कंपनी" असा करण्यात आला आहे) यांनी उक्त एकात्मिक नगर वसाहत प्रकल्प-१ मध्ये मोठे हेडटुणे, ता.कल्याण येथील स.नं.१/१२अ, १/१२ब, १/१२क क्षेत्र १२९३ चौ.मी. ही जमीन (यापुढे ज्याचा उल्लेख "उक्त जमीन" असा करण्यात आला आहे) समाविष्ट करण्याची व उक्त एकात्मिक नगर वसाहत प्रकल्प क्र.१ व २ च्या एकात्मिकरणाची विनंती शासनास दिनांक निवृत्ति, दिनांक ३०/७/२०२१, दिनांक १८/२/२०२१ व दिनांक २६/८/२०२१ च्या पत्रावळीने केली आहे;

आणि ज्याअर्थी, लोबा डेव्हलपर्स लिमि.चे नागराज मॅक्रोटेक डेव्हलपर्स लिमि याप्रमाणे झाल्याचे रजिस्ट्रार ऑफ कंपनीज, मिनीस्ट्री ऑफ कॉर्पोरेट अफेअर्स, भारत सरकार यांचे दिनांक २४/४/२०१९ रोजीचे प्रमाणपत्र उक्त अर्जदार कंपनी यांनी शासनास सादर केले आहे आणि पलावा डूबेलर्स प्रा.लि. या कंपनीचे नागराज मॅक्रोटेक डेव्हलपर्स लिमि. याप्रमाणे करण्याची प्रक्रिया सुरू असल्याचे शासनास कळविले आहे. तसेच पलावा डूबेलर्स प्रा.लि. यांच्या एकात्मिक नगर वसाहत प्रकल्प क्र.१ च्या एकूण ३०२.४८.३३ हे.आर. क्षेत्राची २९५.२४.३५ हे.आर. क्षेत्राचे पलावा डूबेलर्स प्रा.लि. यांनी मॅक्रोटेक डेव्हलपर्स लिमि यांना दिलेले नोंदणीकृत कुलपुत्रव्यापक उक्त अर्जदार कंपनीने शासनास सादर केले आहे;

अटी व शर्ती :-

- सर्व नं.१/१२अ व १/१२क या जमीनीसंदर्भात झालेल्या करारानुषंग ७/१२ उत-यामध्ये नमूद असलेल्या सर्व जमिन मालकांसोबत करार झालेले नसल्यामुळे उर्वरित जमिन मालकांचे संमतीपत्र उक्त अर्जदार कंपनीने लोटर ऑफ इटेडपुर्वी संबंधित जिल्हाधिकारी यांचेकडे सादर करणे बंधनकारक राहिले.
- शासनाच्या दि.३/३/२०१४, दि.२२/८/२०१४, दि.८/७/२०१५, दि.२०/४/२०१७, दि.५/४/२०१९ आणि संचालक, नगर रचना, महाराष्ट्र राज्य, पुणे यांचे दि.१६/६/२०१७ व दि.१८/७/२०१९ च्या अधिसूचनेनुषंग प्रदान करण्यात आलेल्या लोकेरानल क्लिअरन्समधील तसेच शासनाने दि.२०/४/२०१७ रोजी दिलेल्या निर्देशामधील सर्व अटी व शर्ती या एकात्मिक नगर वसाहत प्रकल्पास लागू राहतील.
- सदर एकत्रित होत असलेल्या एकात्मिक नगर वसाहत प्रकल्पाच्या एकूण क्षेत्राची पलावा डूबेलर्स प्रा.लि. यांच्या ७-२३-९७ हे.आर. क्षेत्राचे अधिकार अर्जदार कंपनीकडे नसल्याने सदर उर्वरित क्षेत्राचे नोंदणीकृत कुलपुत्रव्यापक पलावा डूबेलर्स प्रा.लि. यांनी मॅक्रोटेक डेव्हलपर्स लिमि. यांना दिल्याचे अथवा पलावा डूबेलर्स प्रा.लि.चे नागराज मॅक्रोटेक डेव्हलपर्स लिमि. याप्रमाणे झाल्याबद्दलचे संबंधित ससम प्राधिका.यांचे प्रमाणपत्र लोटर ऑफ इटेड पुर्वी संबंधित जिल्हाधिकारी यांचेकडे सादर करणे बंधनकारक राहिले.

०२. उक्त एकत्रित एकात्मिक नगर वसाहत प्रकल्प क्षेत्राची हद्द दर्शविणारा नकाशा यासोबत जोडला आहे.

०३. सदरची अधिसूचना व एकत्रित एकात्मिक नगर वसाहत प्रकल्प क्षेत्राची हद्द दर्शविणारा नकाशा नागराजच्या अवलोकनास कार्यालयीन वेळामध्ये कामकाजाच्या दिवशी खालील नमूद कार्यालयांमध्ये एक महिन्याच्या कालावधीकरीता उपलब्ध राहिले.

- महानगर आयुक्त, मुंबई महानगर प्रदेश विकास प्राधिकरण, बांद्रा.
- जिल्हाधिकारी, ठाणे.
- आयुक्त, कल्याण-डोमिवली महानगरपालिका.
- सहसंचालक, नगर रचना, कोकण विभाग, बेलापुर, कोकण भवन, नवी मुंबई.
- साहाय्यक संचालक नगर रचना, ठाणे शाखा, ठाणे.

०४. सदरची अधिसूचना ही महाराष्ट्र शासनाच्या www.maharashtra.gov.in या वेबसाईटवर देखिल प्रसिध्द करण्यात आले आहे.

महाराष्ट्र राज्यपाल यांचे आदेशानुसार व नावाने

(सहसंचालक)
कार्यालय अधिकारी

आणि ज्याअर्थी, शासन, नगर विकास विभागाने अधिसूचना क्र. टीपीएस-१२१३/१९६/प्र.क्र.२८/१३/नवि-१२, दि.३/३/२०१४ अन्वये विशेष नगर वसाहतीच्या नियमावलीमधील तरतुदीनुसार अंबरनाथ, कुळागंव-बेलापुर व परिसर अधिसूचित क्षेत्रामधील मोठे खोणी व अंतर्ली, ता. कल्याण येथील सुमारे १११-४७-५५.९४ हे. आर.क्षेत्र उक्त अधिनियमाच्या कलम ४४(२) प्रमाणे विशेष नगर वसाहत प्रकल्प म्हणून घोषित करून अटी व शर्तीसोबत लोकेरानल क्लिअरन्स प्रदान केले आहे आणि तदनंतर शासन, नगर विकास विभागाने अधिसूचना क्र. टीपीएस-१२१३/१९६/प्र.क्र.२८/१/नवि-१२, दि. २२/८/२०१४ अन्वये विशेष नगर वसाहतीच्या नियमावलीमधील तरतुदीनुसार दि. ३/३/२०१४ च्या अधिसूचनेनुषंग लोकेरानल क्लिअरन्स प्रदान करण्यात आलेल्या मो. खोणी व अंतर्ली येथील क्षेत्रांमध्ये मो. खोणी व अंतर्ली, ता. कल्याण येथील आणखी ३५-७६-९८ हे. आर क्षेत्र समाविष्ट करण्यास अनुज्ञेय करून, उक्त अधिनियमाच्या कलम ४४(२) प्रमाणे विशेष नगर वसाहत प्रकल्प म्हणून घोषित केले आहे व सदरच्या बाबत क्षेत्रास अटी व शर्तीसोबत सुधारित लोकेरानल क्लिअरन्स प्रदान केले आहे. (यापुढे ज्याचा उल्लेख "विशेष नगर वसाहत प्रकल्प क्र. १" असा करण्यात आला आहे).

आणि ज्याअर्थी, शासन, नगर विकास विभागाने अधिसूचना क्र. टीपीएस-१२१३/१९६/प्र.क्र.२८/१/नवि-१२ दि.२२/८/२०१४ अन्वये विशेष नगर वसाहतीच्या नियमावलीमधील तरतुदीनुसार कल्याण व अंबरनाथ तालुक्यातील २७ गावांच्या अधिसूचित क्षेत्रामधील मो. हेडटुणे व कोळे, ता. कल्याण येथील सुमारे ८४-१०-१७ हे. आ. क्षेत्र उक्त अधिनियमाच्या कलम ४४(२) व ४४(२) मधील तरतुदीनुसार विशेष नगर वसाहत प्रकल्प म्हणून घोषित करून अटी व शर्तीसोबत सुधारित लोकेरानल क्लिअरन्स प्रदान केले आहे. (यापुढे ज्याचा उल्लेख "विशेष नगर वसाहत प्रकल्प क्र. २" असा करण्यात आला आहे);

आणि ज्याअर्थी, शासन नगर विकास विभागाने अधिसूचना क्र.टीपीएस-१२१४/१६८/प्र.क्र.८/१५/नवि-१२, दि.८/७/२०१५ अन्वये विशेष नगर वसाहतीच्या नियमावलीमधील तरतुदीनुसार कल्याण व अंबरनाथ तालुक्यातील २७ गावांच्या अधिसूचित क्षेत्रामधील मो. हेडटुणे, ता. कल्याण व मो. उमरली, ता. अंबरनाथ येथील सुमारे ४१-३५-७३ हे. आर. क्षेत्र उक्त अधिनियमाच्या कलम ४४(२) प्रमाणे विशेष नगर वसाहत प्रकल्प म्हणून घोषित करून अटी व शर्तीसोबत लोकेरानल क्लिअरन्स प्रदान केले आहे. (यापुढे ज्याचा उल्लेख "विशेष नगर वसाहत प्रकल्प क्र. ३" असा करण्यात आला आहे);

आणि ज्याअर्थी, विशेष नगर वसाहत प्रकल्प क्र. १, २ व ३ हे तीन वेगवेगळ्या नियोजन प्राधिकरण/विशेष नियोजन प्राधिकरणाच्या क्षेत्रांमध्ये समाविष्ट आहेत;

आणि ज्याअर्थी, मे.पत्रावा डूबेलर्स प्रा.लि. यांच्या विनंतीस अनुसरून उक्त विशेष नगर वसाहत प्रकल्प क्र.१, २ व ३ च्या एकात्मिकरणास शासन नगर विकास विभागाने अधिसूचना क्र.टीपीएस-१२१७/४३०/प्र.क्र.६९/१७/नवि-१२, दिनांक २०/४/२०१७ अन्वये मान्यता देवून, सदर एकत्रित झालेल्या एकात्मिक नगर वसाहतीच्या अंमलबजावणीकरीता सहाय्यक क्षेत्र असलेल्या मुंबई महानगर प्रदेश

आणि ज्याअर्थी, उक्त अर्जदार कंपनीची विनंती विचारांत घेतल्यानंतर उक्त जमीनीचे क्षेत्र एकात्मिक नगर वसाहत प्रकल्प क्र.१ मध्ये समाविष्ट करण्यास अनुज्ञेय करून त्यास अटी व शर्तीसोबत लोकेरानल क्लिअरन्स प्रदान करणे, उक्त जमीन उक्त एकात्मिक नगर वसाहत प्रकल्प क्र.१ मध्ये समाविष्ट केल्यानंतर उक्त एकात्मिक नगर वसाहत प्रकल्प क्र.१ व हे क्षेत्र खालील होत असल्याने सदर क्षेत्राचा सुयोग्य नियोजनासह विकास होण्याच्या दृष्टीने तसेच प्राशासिक सोयीच्या दृष्टीने सुलभ होणेकरिता सदर एकात्मिक नगर वसाहत प्रकल्प क्र.१ व २ एकात्रित करणे व अशा एकात्रित एकात्मिक नगर वसाहतीच्या पुढील परवानगीकरीता तसेच देखरेखीकरीता (for permission and supervision) एकत्रित विकास नियोजन व प्रोत्साहन नियमावलीच्या उक्त नियमावलीमधील विनियम क्र.१४.१.१.१ मधील तरतुदीनुसार एका प्राधिकरणास निर्देश देणे उचित होईल, असे शासनाने मत घाले आहे;

त्याअर्थी आता, उक्त अधिनियमाच्या कलम ४४(२) मधील तरतुदीनुसार व अन्य तरतुदीनुसार प्राप्त असलेल्या अधिकारांनुषंग शासन याद्वारे -

- मो.हेडटुणे, ता.कल्याण येथील स.नं.१/१२अ, १/१२ब व १/१२क, क्षेत्र १२९३.०० चौ.मी. क्षेत्र उक्त एकात्मिक नगर वसाहत प्रकल्प क्र.१ मध्ये समाविष्ट करून ते एकात्मिक नगर वसाहत प्रकल्पांतर्गत क्षेत्र म्हणून घोषित करित आहे आणि त्यास खालील अटी व शर्तीसोबत लोकेरानल क्लिअरन्स प्रदान करण्यात येत आहे.
- उक्त लोकेरानल क्लिअरन्स प्रदान केलेल्या १२९३ चौ.मी. क्षेत्रासह शासनाने दि.२०/४/२०१७ रोजीच्या निर्देशानुषंग एकात्मिकरणास मंजूरी दिलेले २७२-७०-४३ हे.आर.क्षेत्र, सदर एकात्मिकरणास मंजूरी दिलेल्या क्षेत्रामध्ये संचालक, नगर रचना, महाराष्ट्र राज्य, पुणे यांनी दि.१६/६/२०१७ च्या अधिसूचनेनुषंग समाविष्ट केलेले १८-७-८५ हे.आर.क्षेत्र व दि.१८/७/२०१९ च्या अधिसूचनेनुषंग समाविष्ट केलेले १०-१९-४० हे.आर.क्षेत्र व शासनाने दि.५/४/२०१९ च्या अधिसूचनेनुषंग प्रदान केलेल्या लोकेरानल क्लिअरन्स अंतर्गत ८७-३१-१६ हे.आर. क्षेत्राच्या एकात्मिकरणास मान्यता देण्यात येत आहे.
- सदर एकत्रित झालेल्या एकात्मिक नगर वसाहत प्रकल्पांची मुंबई महानगर प्रदेश विकास प्राधिकरण हे विशेष नियोजन प्राधिकरण असल्याने अंबरनाथ, कुळागंव-बेलापुर व परिसर अधिसूचित क्षेत्रामधील क्षेत्र सहाय्यक असल्याने सदर एकत्रित झालेल्या एकात्मिक नगर वसाहत प्रकल्पाच्या अंमलबजावणीकरीता एकत्रित विकास नियोजन व प्रोत्साहन नियमावलीच्या एकात्मिक नगर वसाहतीच्या नियमावलीमधील विनियम १४.१.१.१ मधील तरतुदीनुसार मुंबई महानगर प्रदेश विकास प्राधिकरण अथवा त्यांनी प्राधिकृत केलेला अधिकारी/प्राधिकरण यांनी एकात्मिक नगर वसाहतीचे नियमावलीनुसार या क्षेत्रातील परवानग्या घ्याव्यात. तथापि, मुंबई महानगर प्रदेश विकास प्राधिकरणाने यापुढील जिल्हाधिकारी यांना सदर परवानगी देण्यास प्राधिकृत केले असल्याने, सदर आदेश पुढील परवानगीसाठी कायम राखिलेला उक्त मान्यता खालील अटी व शर्तीसोबत देण्यात येत आहे -

GOVERNMENT OF MAHARASHTRA
URBAN DEVELOPMENT DEPARTMENT
Mamta's, Mumbai-400032.
Dated :- 18th October 2021

NOTIFICATION

Maharashtra Regional and Town planning Act, 1966 No. TPS/1221/994/CR-93/21/UD-12:-

Whereas the Government in Urban Development and public Health Department, under section 40 of the Maharashtra Regional and Town planning Act, 1966 (hereinafter referred to as 'the said Act') vide Notification No. TPB-1275/1199/UD-8, dated 15th March, 1976 has appointed the Mumbai Metropolitan Region Development Authority as the 'Special Planning Authority' for Ambemath, Kulkarni-Badliapur and Surrounding Notified Area (hereinafter referred to as 'the said Special Planning Authority');

And whereas, the Development Plan of the said Notified Area (hereinafter referred to as 'the said Development Plan No.1') alongwith its Development Control Regulations has been sanctioned by the Government in Urban Development Department under section 31(1) of the said Act, vide Notification No. TPS-1204/94/CR-163/04/UD-12, dated 25/7/2005 (hereinafter referred to as 'the said Notification') which has come into force with effect from 12/8/2005;

And whereas, the Development Plan of 27 villages of Kalyan and Ambemath Taluka (hereinafter referred to as 'the said Development Plan No. 2') has been sanctioned by the Government in Urban Development Department under Section 31(1) of the said Act, vide notification No. TPS-1292/1697/CR101/13/UD-12, dated 11/3/2015 which has come into force with effect from the dated 13/04/2015;

And whereas, the Government in Urban Development Department, from time to time, has amended the Special Regulations for Integrated Township Project which is applicable for the area under the said Development Plan No.1 and 2, under section 20(4) and section 37(1A) of the said Act, and at present, the Regulation for Integrated Township Project of the Unified Development Control and Promotion Regulation which is sanctioned under section 37(1A) (c) of the said Act, by the Government in

Urban Development Department vide notification no. TPS-1818/CR-2387/18/UD-13, dated 02/12/2020, has declared the area of the said Development Plan No.1 and 2 (hereinafter referred to as 'the said Regulations').

And whereas, under section 44(2) of the said Act, and as per the provisions of the Special Township Project Regulations, the Government in Urban Development Department, vide its notification no. TPS-1213/116/C.R.289/13/UD-12, dated 3/3/2014, has declared an area admeasuring approximately 111-47-55 Ha. Are. from the villages of Khoni and Antarli, Tal. Kalyan, from the Ambarnath, Kulgaoon-Badlapur and Surrounding Notified Area, as the Special Township Project and granted the Locational Clearance to the same subject to the terms and conditions mentioned therein and thereafter the Government in Urban Development Department under section 44(2) of the said Act, and as per the provisions of the Special Township Project Regulations, vide notification no. TPS-1213/116/C.R.289(A)/13/UD-12, dated 22/2/2014, has allowed the inclusion of additional area admeasuring approx. 35-76-98 Ha. Are. from the village Khoni and Antarli, Tal. Kalyan in the Special Township Project for which Locational Clearance has been granted by the Government vide Notification dated 3/3/2014 and the revised Locational Clearance to the Special Township Project with extended area is also granted by the Government subject to the terms and conditions mentioned therein (hereinafter referred to as 'Special Township Project No.1').

And whereas, under section 18 (3) with section 44(2) of the said Act, and as per the provisions of the Special Township Project Regulations, the Government in Urban Development Department, vide its Notification No. TPS-1213/116/C.R.289(B)/13/UD-12, dated 22/2/2014, has declared an area admeasuring approx. 84-10-17 Ha. Are. from the village Hedutane and Kole, Tal. Kalyan, from the Notified area of 27 villages of Kalyan and Ambarnath Taluka, as the Special Township Project and granted the Locational Clearance to the same subject to the terms and conditions mentioned therein (hereinafter referred to as 'Special Township Project No.2').

And whereas, under section 44(2) of the said Act and as per the provisions of the Special Township Project Regulations, the Government in Urban Development Department, vide its notification no. TPS-1214

/1637/C.R.70/15/UD-12, dated 8/7/2015, has declared an area admeasuring approx. 41-35-73 Ha. Are. from village Hedutane, Tal. Kalyan and village Umbroli, Tal. Ambarnath, from the Notified area of 27 villages of Kalyan and Ambarnath Taluka, as the Special Township Project and granted the Locational Clearance to the same subject to the terms and conditions mentioned therein (hereinafter referred to as 'Special Township Project No.3').

And whereas, the area under Special Township Project No. 1, 2 and 3 are situated in the jurisdiction of three various Planning Authorities/ Special Planning Authorities;

And whereas, considering the request of M/s Palava Dwellers Pvt. Ltd., Government in Urban Development Department vide notification no. TPS-1217/430/CR-69/17/UD-12, dated 20/4/2017, has sanctioned the amalgamation of the Special Township Project No.1, 2 and 3 and for the implementation of such amalgamated Integrated Township Project, Government has appointed the Mumbai Metropolitan Region Development Authority or the Authority/Officer to whom powers are delegated for further permissions in area of such amalgamated Township Project area, subject to terms and conditions mentioned therein and thereafter, as per the provisions of the Integrated Township Project Regulations, Director of Town Planning, Maharashtra State, Pune has firstly added an area admeasuring of 18-78-50 Ha. Are. Vide notification no. R.P.M.M.R./village Hedutane and other T.P./C.R.-62/17/TPV-3/154, dated 16/6/2017 and thereafter an area, admeasuring 10-99-14 Ha. Are. vide notification R.P.M.M.R./village Hedutane and other T.P./C.R.-372/18/TPV-3/1653 dated 18/7/2019 (hereinafter consolidated referred to as 'the Integrated Township Project No.1').

And whereas, under section 44(2) of the said Act, and as per the provisions of the Integrated Township Project Regulations, the Government in Urban Development Department, vide notification no. TPS-1218/3587/CR-93/19/UD-12, dated 5/9/2019, has declared an area admeasuring 87-33-16 Ha. Are., from villages Gharivali, Katsi, Kole, Mangaon, Hedutane, Tal. Kalyan, from the notified area of 27 villages of Kalyan and Ambarnath Taluka, as the Integrated Township Project and granted the Locational Clearance to the same to M/s. Lodha Developers Ltd. & others, subject to

Regulation No. 14.1.1.1 of the Unified Development Control and Promotion Regulations;

Now therefore, with out prejudice to the provision of the said Act, the Government in exercise of the powers conferred under sub-section (2) of section 44 of the said Act, hereby:-

- 1) Includes an area admeasuring 1293.00 sq. mt. of land bearing S. No. 1/12A, 1/12B, 1/12C, of village Hedutane, Tal. Kalyan in the Integrated Township Project No.1 and declares the said area as the part of the Integrated Township Project No.1 and grants the Locational Clearance subject to the terms and conditions as mentioned below
- 2) The area under the aforesaid 1293.00 sq. mt. for which Locational Clearance is granted, earlier amalgamation sanctioned by the Government for an area 272-70-43 Ha. Are. vide directives dated 20/4/2017, area added in this amalgamated Township by the Director of Town Planning, Maharashtra State, Pune 18-78.50 Ha. Are. vide notification dated 16/6/2017 & 10-99.40 Ha. Are. vide notification dated 18/7/2019 and an area 87-32-16 Ha. Are. for which Locational Clearance is granted by the Government vide notification dated 5/9/2019 are allowed to be amalgamated.
- 3) Out of the total area amalgamated, the area under Ambarnath, Kulgaoon, Badlapur and surrounding Notified Area, for which Mumbai Metropolitan Regional Development Authority is Special Planning Authority, hereby directs Mumbai Metropolitan Region Development Authority or the Authority/Officer to whom powers are delegated shall give permissions as per the provision of Integrated Township Project. However, if Mumbai Metropolitan Region Development Authority has earlier authorised the Collector for giving permissions, then the said order shall be kept intact, as per the Regulation No. 14.1.1.1 of the Unified Development Control and Promotion Regulations for this amalgamated Integrated Township Project.

The aforesaid approval is subject to following terms and conditions.

Terms and Conditions :-

- 1) The Applicant Company has not entered in to agreement with all concerned owners mentioned in the 7/12 Extract in respect of lands bearing S. Nos. 1/12A and 1/12C. Hence it is necessary for the

the terms and conditions mentioned therein (hereinafter referred to as 'the Integrated Township Project No. 2').

And whereas, the area under the Integrated Township Project No.1 and 2 are situated in the jurisdiction of three various Planning Authorities / Special Planning Authorities;

And whereas, M/s. Macrotech Developers Ltd. (hereinafter referred to as 'the said Applicant Company') vide its letter dated Nil, dated 30/7/2021, dated 9/8/2021 and dated 20/8/2021 has requested the Government to include an area admeasuring 1293.00 sq. mt. of land bearing S. Nos. 1/12A, 1/12B, 1/12C of village Hedutane Tal. Kalyan (hereinafter referred to as 'the said land') in the Integrated Township Project No.1 and to amalgamate the Integrated Township Project No.1 and

And whereas, the said Applicant Company has submitted a copy of Certificate date 24th May, 2019 issued by the Registrar of Companies, Ministry of Corporate Affairs, Government of India, stating that the name of the Company has been changed from L.L.Dha Developers Ltd. to Macrotech Developers Ltd. with effect from the date of this Certificate and informed that the process of change of name from Palava Dwellers Pvt. Ltd. to Macrotech Developers Ltd. is under process. As also the said Applicant Company has submitted the Registered Power of Attorney for 395-24-35 Ha. Are. area out of the total area of 302-48-33 Ha. Are. of the Integrated Township Project No.1, given by Palava Dwellers Pvt. Ltd. to Macrotech Developers Ltd.

And whereas, considering the request of the said Applicant Company, the Government of the opinion that the said land should be included in the Integrated Township Project No.1 and should be granted Locational Clearance subject to the terms and conditions. After inclusion of the said land in the said Integrated Township Project No.1, the area under the Integrated Township Project No.1 and 2 becomes contiguous and for well planned development of the project as well as for convenience from administrative point of view, Government finds it necessary to amalgamate the Integrated Township Project No.1 and 2 and for the implementation of the same, it is necessary to issue directives to a single large authority for permissions and supervision of the same as per the provisions of

Applicant Company to take the consent of remaining owners before obtaining the Letter of Intent from the concerned Collector.

- 2) The terms and conditions mentioned in the Locational Clearance granted by the Government vide Notification dated 3/3/2014, dated 22/2/2014, dated 8/7/2015, dated 5/9/2019 and Director of Town Planning, Maharashtra State, Pune's notification dated 16/6/2017, dated 18/7/2019 and also Government Directives dated 20/4/2017 shall be applicable for this amalgamated Integrated Township Project.
- 3) Out of the total area of the amalgamated Integrated Township Project, the Applicant Company does not have to give permissions to 7-23-97 Ha. Are. area of the Integrated Township Project No.1 and shall be binding on the Applicant Company to give permissions and submit the Registered Power of Attorney in the name of M/s. Macrotech Developers Ltd. for the remaining area from M/s. Palava Dwellers Pvt. Ltd. or shall submit the cheques of the certificate issued from Palava Dwellers Pvt. Ltd. to Macrotech Developers Ltd. and issued by the concerned Competent Authority, to the Collector before obtaining the Letter of Intent.
02. The Plan showing the boundaries of the amalgamated Integrated Township Project is appended herewith.
03. This notification along with the Plan is made available for inspection by the general public, during working hours of all working days at the following offices, for a period of one month :-
 - i) The Metropolitan Commissioner, Mumbai Metropolitan Region Development Authority (Mumbai)
 - ii) The Collector, Thane.
 - iii) The Commissioner, Kalyan-Dombivli Municipal Corporation, Kalyan.
 - iv) The Joint Director of Town Planning, Konkan Bhavan, Konkan Bhavan, Navi Mumbai.
 - v) The Assistant Director of Town Planning, Thane Branch, Thane.
04. This notification shall also be available on the Government Website at www.maharashtra.gov.in

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

(P. M. Phinde)
Section Officer

60.	4.4	65	4.25.6
66.	4.4	76	4.25.6
67.	4.4	50	4.25.6
70.	4.4	50	4.25.6
71	6.0	3	4.25.6
72.	6.0	10	4.25.6
73	6.0	3	4.25.6
74.	6.0	3	4.25.6
75.	6.0	3	4.25.6
76.	6.0	10	4.25.6
77.	6.0	10	4.25.6
78.	6.0	10	4.25.6
79.	6.0	10	4.25.6
80.	6.0	10	4.25.6
81.	6.0	10	4.25.6
82.	6.0	10	4.25.6
83.	6.0	10	4.25.6
84.	6.0	10	4.25.6
85.	6.0	10	4.25.6
86.	6.0	10	4.25.6
87.	6.0	10	4.25.6
88.	6.0	10	4.25.6
89.	6.0	10	4.25.6
90.	6.0	10	4.25.6
91.	6.0	10	4.25.6
92.	6.0	10	4.25.6
93.	6.0	10	4.25.6
94.	6.0	10	4.25.6
95.	6.0	10	4.25.6
96.	6.0	10	4.25.6
97.	6.0	10	4.25.6
98.	6.0	10	4.25.6
99.	6.0	10	4.25.6
100.	6.0	10	4.25.6

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१२९.	६५	१०	५,५००
१३०.	६५	१५	५,५००
१३१.	६५	१०	५,५००
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१३९.	६५	१०	५,५००
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१४६.	६५	१५	५,५००
१४७.	६५	१०	५,५००
१४८.	६५	१५	५,५००
१४९.	६५	१०	५,५००
१५०.	६५	१५	५,५००

भारत सरकार (का. वि. सं. ११ - १२)

1310.	15	3	0.1730
1311.	26	4	0.3340
1312.	36	0.0000	0.1110
1313.	26	20(10)	0.2630
1314.	36	3(10)	0.1110
1315.	26	4	0.0000
1316.	15	2(10)(1)	0.1000
1317.	36	1(10)	0.1010
1318.	26	3(10)	0.1110
1319.	26	3	0.0000
1320.	26	0(1)	0.0110
1321.	36	6	0.0000
1322.	26	(1)	0.0110
1323.	36	—	0.0000
1324.	36	0(1)	0.0000
1325.	33	3	0.0000
1326.	33	1(10)(1)	0.0110
1327.	33	0(1)	0.0000
1328.	33	6	0.0000

1942	200	6	0.0000
1943	200	200.00	0.0000
1944	200	200.00	0.0000
1945	200	0	0.0000
1946	200	0	0.0000
1947	200	200	0.0000
1948	200	200	0.0000
1949	200	200	0.0000
1950	200	200	0.0000
1951	200	200	0.0000
1952	200	200	0.0000
1953	200	200	0.0000
1954	200	200	0.0000
1955	200	200	0.0000
1956	200	200	0.0000
1957	200	200	0.0000
1958	200	200	0.0000
1959	200	200	0.0000
1960	200	200	0.0000
1961	200	200	0.0000
1962	200	200	0.0000
1963	200	200	0.0000
1964	200	200	0.0000
1965	200	200	0.0000
1966	200	200	0.0000
1967	200	200	0.0000
1968	200	200	0.0000
1969	200	200	0.0000
1970	200	200	0.0000
1971	200	200	0.0000
1972	200	200	0.0000
1973	200	200	0.0000
1974	200	200	0.0000
1975	200	200	0.0000
1976	200	200	0.0000
1977	200	200	0.0000
1978	200	200	0.0000
1979	200	200	0.0000
1980	200	200	0.0000
1981	200	200	0.0000
1982	200	200	0.0000
1983	200	200	0.0000
1984	200	200	0.0000
1985	200	200	0.0000
1986	200	200	0.0000
1987	200	200	0.0000
1988	200	200	0.0000
1989	200	200	0.0000
1990	200	200	0.0000
1991	200	200	0.0000
1992	200	200	0.0000
1993	200	200	0.0000
1994	200	200	0.0000
1995	200	200	0.0000
1996	200	200	0.0000
1997	200	200	0.0000
1998	200	200	0.0000
1999	200	200	0.0000
2000	200	200	0.0000
2001	200	200	0.0000
2002	200	200	0.0000
2003	200	200	0.0000
2004	200	200	0.0000
2005	200	200	0.0000
2006	200	200	0.0000
2007	200	200	0.0000
2008	200	200	0.0000
2009	200	200	0.0000
2010	200	200	0.0000
2011	200	200	0.0000
2012	200	200	0.0000
2013	200	200	0.0000
2014	200	200	0.0000
2015	200	200	0.0000
2016	200	200	0.0000
2017	200	200	0.0000
2018	200	200	0.0000
2019	200	200	0.0000
2020	200	200	0.0000
2021	200	200	0.0000
2022	200	200	0.0000
2023	200	200	0.0000
2024	200	200	0.0000
2025	200	200	0.0000
2026	200	200	0.0000
2027	200	200	0.0000
2028	200	200	0.0000

				0.0950
100X	200	2	(8)	0.0910
100X	200	2		0.1000
100X	200	3	(4)	0.0700
1000	200	2		0.0000
1000	200	3	(1)	0.0930
1000	200	4		0.0000
1000	200	5	(1)	0.0500
1000	200	6		0.0000
1000	200	7	(1)	0.0000
1000	200	8		0.0000
1000	200	9	(1)	0.0000
1000	200	10		0.0000
1000	200	11	(1)	0.0000
1000	200	12		0.0000
1000	200	13	(1)	0.0000
1000	200	14		0.0000
1000	200	15	(1)	0.0000
1000	200	16		0.0000
1000	200	17	(1)	0.0000
1000	200	18		0.0000
1000	200	19	(1)	0.0000
1000	200	20		0.0000
1000	200	21	(1)	0.0000
1000	200	22		0.0000
1000	200	23	(1)	0.0000
1000	200	24		0.0000
1000	200	25	(1)	0.0000
1000	200	26		0.0000
1000	200	27	(1)	0.0000
1000	200	28		0.0000
1000	200	29	(1)	0.0000
1000	200	30		0.0000
1000	200	31	(1)	0.0000
1000	200	32		0.0000
1000	200	33	(1)	0.0000
1000	200	34		0.0000
1000	200	35	(1)	0.0000
1000	200	36		0.0000
1000	200	37	(1)	0.0000
1000	200	38		0.0000
1000	200	39	(1)	0.0000
1000	200	40		0.0000
1000	200	41	(1)	0.0000
1000	200	42		0.0000
1000	200	43	(1)	0.0000
1000	200	44		0.0000
1000	200	45	(1)	0.0000
1000	200	46		0.0000
1000	200	47	(1)	0.0000
1000	200	48		0.0000
1000	200	49	(1)	0.0000
1000	200	50		0.0000
1000	200	51	(1)	0.0000
1000	200	52		0.0000
1000	200	53	(1)	0.0000
1000	200	54		0.0000
1000	200	55	(1)	0.0000
1000	200	56		0.0000
1000	200	57	(1)	0.0000
1000	200	58		0.0000
1000	200	59	(1)	0.0000
1000	200	60		0.0000
1000	200	61	(1)	0.0000
1000	200	62		0.0000
1000	200	63	(1)	0.0000
1000	200	64		0.0000
1000	200	65	(1)	0.0000
1000	200	66		0.0000
1000	200	67	(1)	0.0000
1000	200	68		0.0000
1000	200	69	(1)	0.0000
1000	200	70		0.0000
1000	200	71	(1)	0.0000
1000	200	72		0.0000
1000	200	73	(1)	0.0000
1000	200	74		0.0000
1000	200	75	(1)	0.0000
1000	200	76		0.0000
1000	200	77	(1)	0.0000
1000	200	78		0.0000
1000	200	79	(1)	0.0000
1000	200	80		0.0000
1000	200	81	(1)	0.0000
1000	200	82		0.0000
1000	200	83	(1)	0.0000
1000	200	84		0.0000
1000	200	85	(1)	0.0000
1000	200	86		0.0000
1000	200	87	(1)	0.0000
1000	200	88		0.0000
1000	200	89	(1)	0.0000
1000	200	90		0.0000
1000	200	91	(1)	0.0000
1000	200	92		0.0000
1000	200	93	(1)	0.0000
1000	200	94		0.0000
1000	200	95	(1)	0.0000
1000	200	96		0.0000
1000	200	97	(1)	0.0000
1000	200	98		0.0000
1000	200	99	(1)	0.0000
1000	200	100		0.0000

११७.	१६.०	3	०.36.००
११८.	१६.०	६	०.३८.००
११९.	१६.०	१०	०.४०.००
१२०.	१६.०	१३	०.४०.३८
१२१.	१६.०	१००	०.४०.१८
१२२.	१६.०	६००	०.४०
१२३.	१६.०	८०० (१०)	०.४०
१२४.	१६.०	८०० (१०)	०.४०
१२५.	१६.० (१०)	६००	०.४०
१२६.	१६.० (१०)	६००	०.४०
१२७.	१६.० (१०)	६००	०.४०
१२८.	१६.० (१०)	६००	०.४०
१२९.	१६.० (१०)	६००	०.४०
१३०.	१६.० (१०)	६००	०.४०
१३१.	१६.० (१०)	६००	०.४०
१३२.	१६.० (१०)	६००	०.४०
१३३.	१६.० (१०)	६००	०.४०
१३४.	१६.० (१०)	६००	०.४०
१३५.	१६.० (१०)	६००	०.४०
१३६.	१६.० (१०)	६००	०.४०

परागदायक गन्धवान् संध्या आरेखानुयायकः

आमोक्त इय. धाँदिक

[illegible]

[illegible][illegible]

(11) It shall be binding on the said Applicant to provide the system of House-Water Recycling on each building of the Integrated Township Project, for the reuse of the used water.

(12) It shall be binding on the said Applicant to provide and operate Solar Energy System.

(13) Other Terms and Conditions

(14) The Government of Maharashtra has modified the Regulations for the Development of Integrated Townships and has notified the same on 28.03.2019. The said Applicant shall comply with the provisions of the said documents as per the provisions mentioned in this modified regulations before the commencement of the said project.

(15) The Applicant shall ensure that the Integrated Township Project is completed within the time stipulated in the said documents.

(16) If the terms and conditions mentioned in the said documents are not complied with the provisions of the said documents, the Government of Maharashtra shall have the right to cancel the permission granted by the Government. If the terms and conditions mentioned in the said documents are not complied with the provisions of the said documents, the permission or any other amount paid by the Applicant to the Government shall not be refundable to the said Applicant.

(17) The details of the said Notified Integrated Township Project shall be given in Schedule-I attached herewith and shall be the boundary of the said project. The details of the said project shall be available for the inspection of the general public, through office hours on all working days for a period of one month in the following offices:

(a) The Metropolitan Committee, Mumbai Metropolitan Region, 4, cleared Architects, Bankaria Kalyan Complex, Kalyan (Dist. Thane)

(b) The Collector, Thane

(c) The Joint Director of Town Planning, Kerkam the main, Kerkam, Maharashtra, Nis, Mumbai

(d) The Commissioner, Kalas-Dominis District, Kerkam, Maharashtra, Nis, Mumbai

(e) The Assistant Director of Town Planning, Thane District, Thane

(18) The said documents shall be available for the inspection of the Maharashtra Government.

20/03/2019

By order and in the name of the Supreme Court of Maharashtra

Author K. KHALIL, R.
Senior Officer

Schedule A
(Accompaniment to the Government Notification No. T/S-1218/3587/C.R.93/191/D-12)

Details of lands of Village Gharbail, Tal. Kachan, Dist. Those included in the notified area of the Integrated Township Project.			
Sr. No.	S. No.	Ilasm No.	Area in Hectres
1.	23	Part	0.0225
2.	26	---	0.1016
3.	27	---	0.2107
4.	31	1	0.0144
5.	33	2	0.1182
6.	34	3	0.0190
7.	34	4	0.0114
8.	51	4	0.0379
9.	51	5	0.1073
10.	53	---	0.1123
11.	56	---	1.5460
12.	57	---	0.1013
13.	58	---	0.0256
14.	57	---	0.1500
15.	59	1	0.1700
16.	59	2	0.1669

Details of lands of Village Katal, Tal. Kachan, Dist. Those included in the notified area of the Integrated Township Project.			
17.	58	1	0.0750
18.	58	2	0.2107
19.	54	---	0.1037
20.	60	---	6.1416
21.	61	---	0.3770
22.	62	---	0.1190

22.	99	...	1 90/19
24.	120	8	0 0126
25.	132	...	0 0300
Details of lands of Village Kade, Tal. Kalyan, Dist. Thane included in the notified area of the Integrated Township Project.			
26.	1*	1	0 0230
27.	1*	2	0 0570
28.	20	2A	0 3100
29.	20	2B	0 1058
30.	20	2C	0 4360
31.	20	2(D+E)	0 1980
32.	20	2E	0 2000
33.	20	2F	0 1010
34.	21	...	0 1300
35.	22	...	0 1720
36.	23	...	0 0470
37.	24	...	0 7510
38.	25	1	0 4020
39.	26	1	0 0200
40.	26	2	0 0160
41.	26	3	0 4702
42.	26	4	0 3373
43.	27	...	0 1010
44.	32	1	0 1100
45.	32	2B	0 0600
46.	32	2C	0 1005
47.	32	4(Part)	0 2000
48.	32	4B (Part)	0 1213
49.	32	6C	0 7760

58.	$\frac{3}{2}$	$\frac{64}{3}$	0.2120
51.	$\frac{3}{2}$	$\frac{64}{3}$	0.0800
52.	$\frac{3}{2}$	$\frac{64}{3}$	$0.1^{*}10$
53.	$\frac{5}{4}$	---	0.1300
54.	$\frac{5}{4}$	(Part)	0.501
55.	$\frac{5}{4}$	---	0.0100
56.	$\frac{5}{4}$	(Part)	0.1300
			0.1300
57.	$\frac{5}{4}$	1	0.2100
58.	$\frac{5}{4}$	2	1.3100
59.	$\frac{5}{4}$	3 (Part)	$0.00^{*}0$
60.	$\frac{5}{4}$	4	$1^{*}000$
61.	$\frac{5}{4}$	3 (Part)	0.1300
			0.1300
62.	$\frac{5}{4}$	5 (Part)	1.3300
			0.0100
63.	$\frac{5}{4}$	30 (Part)	0.1100
			0.1100
64.	$\frac{5}{4}$	30 (Part)	0.1100
			0.1100
65.	$\frac{5}{4}$	40	0.1200
66.	$\frac{5}{4}$	100 (Part)	$0.20^{*}00$
			$0.20^{*}00$
67.	$\frac{5}{4}$	42	$0.2^{*}00$
68.	$\frac{5}{4}$	48A	$0.20^{*}00$
69.	$\frac{5}{4}$	(13)	$0.2^{*}00$
70.	$\frac{5}{4}$	48K - 10 (Part)	0.1300
71.	$\frac{5}{4}$	11	0.1300
72.	$\frac{5}{4}$	11	0.0900



Sr.	Area in Hectares	Area in Acres	Remarks
73.	53.1	1	2 01'50"
74.	53.2	2	1 10'0"
75.	53.3	3	0 53'00"
76.	54	30	0 10'00"
77.	54	30	0 15'00"
78.	54	5	0 10'00"
79.	54	10 (1/200)	0 33'25"
80.	54	5	0 25'00"
81.	54	8	0 49'40"
82.	54	9	0 15'00"
83.	54	11	0 25'00"
84.	54	12	0 25'00"
85.	54	13	0 05'00"
86.	54	14	0 05'00"
87.	54	15	0 30'00"
88.	54	16	0 04'00"
89.	54	17	0 49'10"
90.	54	18	0 10'00"
91.	60	7	0 32'00"
92.	60	12	0 10'10"
93.	62	2	0 05'10"
94.	62	5	0 08'00"
95.	63	1	0 04'00"
96.	63	2	0 05'00"
97.	64	2	0 09'40"
98.	65	31	0 01'15"
99.	65	58	0 02'00"

100.	α^5	S_1	0.2100
101.	α^5	S_2	0.0150
102.	α^5	S_3	0.1900
103.	α^5	S_4	0.1850
104.	α^5	S_5	0.0950
105.	α^5	S_6	0.1900
106.	α^5	S_7	0.0610
107.	α^5	S_8	0.0850
108.	α^5	S_9	0.0950
109.	α^5	S_{10}	0.3100
110.	α^5	R_1	0.4000
111.	α^5	q	0.2100
112.	α^5	10	0.1950
113.	α^5	11	0.2400
114.	α^5	12	0.2510
115.	α^5	14	0.3100
116.	α^5	15A	1.3640
117.	α^5	15B	1.4650
118.	α^5	16A	0.3500
119.	α^5	22	0.1910
120.	α^9	1A (Part)	0.1110
121.	α^9	1B (Part)	0.1600
122.	α^9	2A (Part)	0.2160
123.	α^9	2B (Part)	2.7180
124.	α^2	1	0.3210
125.	α^2	2	0.2800
126.	α^2	S_1	0.1610
127.	α^6	(Part)	3.0864

S.No.	Area	Particulars	Area
138.	1	2 B (Part)	0.125
139.	15	1	0.240
140.	13	2	0.195
141.	14	2	1.150
142.	1*	(Part)	0.493
143.	19	1	0.090
144.	19	1	0.103
145.	19	20(Part)	0.145
146.	19	3	0.167
147.	24	1B	0.330
147*	25	24(Part)	1.326
148.	25	2B(Part)	0.209
149.	25		0.151
149.	25	3 (Part)	0.159
149.	25	1	0.220
149*	26	3 B(Part)	0.167
149.	2*	1 (Part)	0.196
149.	2*	2 (Part)	0.190
149.	2*	3	0.090
149.	2*	8(Part)	0.237
149.	2*	8	0.038
149.	2*	5	0.220
149.	28	(Part)	0.003
			0.1150

148.	31		0.1500
149.	32	1 (Part)	0.0000
150.	32	3	0.0000
151.	33	1 (Part)	0.0000
152.	33	10	0.2430
153.	33	5	0.0000
154.	33	8	0.0000
155.	35	20 (Part)	0.1500
156.	36	1 (Part)	0.0000
157.	36	3	0.0000
158.	37	1	0.0000
159.	37	20 (Part)	0.0000
160.	37	10	0.0000
161.	37	30	0.0000
162.	37	30 (Part)	0.0000
163.	37	30 (Part)	0.0000
164.	37	5	0.0000
165.	37	30 (Part)	0.0000
166.	37	30 (Part)	0.0000
167.	37	30 (Part)	0.0000
168.	37	30	0.0000
169.	37	30 (Part)	0.0000
170.	37	30 (Part)	0.0000

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171.	37	15	0.0000
172.	37	16	0.0000
173.	37	17 (Part)	0.0000
174.	38	1 (Part)	0.0000
175.	38	2	0.0000
176.	38	30 (Part)	0.0000
177.	38	2	0.0000
178.	38	30 (Part)	0.0000
179.	38	5	0.0000
180.	38	30 (Part)	0.0000
181.	38	30	0.0000
182.	38	30	0.0000
183.	38	30	0.0000
184.	38	8	0.0000
185.	38	30 (Part)	0.0000
186.	38	30 (Part)	0.0000
187.	38	10	0.0000
188.	38	120	0.0000
189.	38	13	0.0000
190.	38	14	0.0000
191.	38	1	0.0000
192.	38	2	0.0000
193.	38	3	0.0000
194.	38	4	0.0000

195.	39	5	0.0000
196.	39	6	0.0000
197.	39	7	0.0000
198.	39	10	0.0000
199.	39	11	0.0000
200.	39	12	0.0000
201.	39	13	0.0000
202.	39	15	0.0000
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212.	39	26	0.0000
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217.	39	33	0.0000
218.	39	34	0.0000
219.	39	35	0.0000
220.	39	36	0.0000
221.	39	37	0.0000
222.	39	38	0.0000
223.	39	39	0.0000

224.	39	40	0.0000
225.	39	41	0.0000
226.	39	42 (Part)	0.0000
227.	39	43 (Part)	0.0000
228.	39	44	0.0000
229.	39	45	0.0000
230.	39	46	0.0000
231.	39	47 (Part)	0.0000
232.	39	48 (Part)	0.0000
233.	39	49	0.0000
234.	39	50	0.0000
235.	39	51	0.0000
236.	39	52	0.0000
237.	39	53	0.0000
238.	39	54	0.0000
Total Area			Approximate 87.2116 Ha.

By order and in the name of the Collector of Maharashtra.

ABHINAV K. KUMAR DEKAR,
Deputy Collector

THE GOVERNMENT OF MAHARASHTRA, PUBLISHED BY THE GOVERNMENT OF MAHARASHTRA, PRINTED AT THE GOVERNMENT PRESS, PUNE. 2011. THE GOVERNMENT OF MAHARASHTRA, PUBLISHED BY THE GOVERNMENT OF MAHARASHTRA, PRINTED AT THE GOVERNMENT PRESS, PUNE. 2011. THE GOVERNMENT OF MAHARASHTRA, PUBLISHED BY THE GOVERNMENT OF MAHARASHTRA, PRINTED AT THE GOVERNMENT PRESS, PUNE. 2011.



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नाम : [प्रथम वर्ष के छात्रों को केवल प्रथम वर्ष के छात्रों के नाम भरने की आवश्यकता है] (Name of the student) (Page No. :)
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134.		135.		136.		137.		138.		139.		140.	
141.		142.		143.		144.		145.		146.		147.	
148.		149.		150.		151.		152.		153.		154.	
155.		156.		157.		158.		159.		160.		161.	
162.		163.		164.		165.		166.		167.		168.	
169.		170.		171.		172.		173.		174.		175.	
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CP (CAA) 136/MB/2021
connected with

CA (CAA) 981/MB/2020

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

And
In the matter of Scheme of Amalgamation
(Merger by Absorption) of Palava Dwellers
Private Limited (Transferor Company) having
CIN : U70100MH2017PTC292371 with
Macrotech Developers Limited (Transferee
Company) having CIN :
L45200MH1995PLC093041 and their
respective shareholders ('Scheme')

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

...Transferor Company/ First Petitioner Company

Macrotech Developers Limited
having its registered office at 412,

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

...Transferee Company/ Second Petitioner Company

Order delivered on: 26.10.2021

Coram:
Hon'ble Smt. Suchitra Kanuparth, Member (Judicial)
Hon'ble Smt. Anuradha Sanjay Bhatia, Member (Technical)

Appearances (via videoconferencing):
For the Petitioners: Jeet Gandhi
For the Regional Director (WR): Ms. Rupa Suter, Deputy Director
Per: Suchitra Kanuparth, Member (J)

ORDER

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

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

4. The learned Counsel for the Petitioner Companies submits that the
Petitioner Companies are currently engaged in a business of real estate
development.

5. The rationale for the Scheme of Amalgamation (Merger by
Absorption) is set out below:

- i) Consolidating out of consolidation of business, such as
the Petitioner Companies, which are not worth of the combined business to
optimize its value, growth potential, optimal utilization of re-
sources;
- ii) Achieving operational efficiencies and management efficiencies;
- iii) Reducing compliance and legal costs.

6. Both the Petitioner Companies have approved the Scheme by passing
their respective Board on 20.03.2020 and have approached the Tribunal
for sanction of the Scheme.

7. Learned Counsel for the Petitioner Companies submits that the Joint
Company Petition has been filed in consonance with the order passed in
Company Scheme Application C.A. (CAA) 885/MB/2020 on 26.05.2020 and
by further directions contained in the order passed in CA/37/MB/2021 on
17.06.2021 passed by this Hon'ble Tribunal.

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

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

Sr. No.	Regional Director Report / Observation Dated 27 th August, 2021	Response from the Petitioner Companies
IV (a)	In addition to compliance of AS-14 (IND AS - 103) the Transferor Company shall pass such accounting entries which are neces- sary in connection with the scheme to comply with other applicable Accounting Standards such as AS- 5 (IND AS-8) etc.;	As far as the observation of the Regional Director, as stated in IV (a) is concerned, the Second Petitioner Company, through its Counsel, undertakes that in addition to compliance of IND AS - 103, it shall pass such ac- counting entries which are neces- sary in connection with the scheme to comply with other applicable Accounting Stand- ards such as IND AS-8, etc.

IV (b)	As per Part-1-Definitions Clause 1(1-3), & 1(1.5) of the Scheme "Appointed Date" means the 1st day of April 2019 or such other date as may be fixed or approved by Na- tional Company Law Tribu- nal, Mumbai Bench; "Effective Date" means the last of the dates on which the certified copies of the orders sanctioning this Scheme, passed by the Na- tional Company Law Tribu- nal at Mumbai, are filed with the Registrar of Com- panies, Mumbai by the Transferor Company and the Transferee Company. Any references in this Scheme to the date of "coming into effect of this Scheme" or "upon the Scheme becoming effec- tive" shall mean the Effec- tive Date.	As far as the observation of the Regional Director, as stated in IV (b) is concerned, the Peti- tioner Companies, through their Counsel, submit that as per Clause 1.3 of the Scheme, the Appointed Date means the 1st day of April 2019 or such other date as may be fixed or approved by National Company Law Tribunal, Mumbai Bench. Further, as per Clause 1.5 of the Scheme, the Effective Date means the last of the dates on which the certified copies of the orders sanctioning this Scheme, passed by the Na- tional Company Law Tribunal at Mumbai, are filed with the Reg- istrar of Companies, Mumbai by the Transferor Company and the Transferee Company. The Petitioner Companies, through their Counsel, under- take to comply with the re- quirements clarified vide cir- cular no. F. No. 7/12/2019/CL-1
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	In this regard, it is submit- ted that Section 232 (6) of the Companies Act, 2013 states that the scheme un- der this section shall clearly indicate an ap- pointed date from which it shall be effective and the scheme shall be deemed to be effective from such date and not a date subsequent to the appointed date. However, this aspect may be decided by the Hon'ble Tribunal taking into ac- count its inherent powers. Further, the Petitioners may be asked to comply with the requirements as clarified vide circular no. F. No. 7/12/2019/CL-1 dated 21.08.2019 issued by the Ministry of Corporate Af- fairs.	dated 21.08.2019 issued by the Ministry of Corporate Af- fairs.
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IV (c)	The Hon'ble Tribunal may kindly seek the undertak- ing that this Scheme is ap- proved by the requisite majority of members and creditors as per Section 230(6) of the Act in meet- ings duly held in terms of Section 230(1) read with subsection (3) to (5) of Section 230 of the Act and the Minutes thereof are duly placed before the Tri- bunal.	As far as the observation of the Regional Director, as stated in IV (c) is concerned, the Peti- tioner Companies, through their Counsel, submit that in pursuance of the directions contained in the order passed by the Tribunal in Company Scheme Application C.A. (CAA) 985/MB/2020 on 26th May 2020 and by further directions contained in the order passed in CA/37/MB/2021 on 17th June, 2021, the First Petitioner Company was directed to con- vene and hold the meeting of the Equity Shareholders on 23rd July, 2021 at 10 am through Video Conferencing and the Second Petitioner Company was granted dispen- sation from convening and holding the meeting of the Equ- ity Shareholders based on the Consent Affidavits from the shareholders representing 100% shareholding in the Sec- ond Petitioner Company. Fur-
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	ther, vide the above-men- tioned orders, the Petitioner Companies were granted dis- pensation from convening and holding the meeting of the Se- cured Creditors and Unsecured Creditors and were required to intimate all its Secured Cred- itors and the Unsecured Cred- itors having outstanding amount of more than Rs. 1,00,00,000 (Rupees One Crore Only). The Petitioner Companies confirm that the same was duly complied with by filing an Affidavit of Service on 9th July 2021.	
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IV (d)	Hon'ble NCLT may kindly direct the petitioners to file an affidavit to the extent that the Scheme enclosed to Company Application & Company Petition, are one and same and there is no discrepancy/any change/changes are made, for changes if any, liberty be given to Central Gov- ernment to file further re- port if any required.	As far as the observation of the Regional Director, as stated in IV (d) is concerned, the Peti- tioner Companies, through their Counsel, submit that the Scheme enclosed in the Com- pany Scheme Application was modified vide Board Resolution dated 25th January 2021 by the First Petitioner Company and the same was submitted to the Tribunal vide Interlocutory Ap- plication dated 9th February 2021. The Petitioner Compa- nies confirm that the Scheme enclosed in the Interlocutory Application is the same as the Scheme filed along with the Company Scheme Petition and that the consent of the Equity Shareholders through conduct- ing a meeting (in the case of the First Petitioner Company) and through consent affidavits
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	(in the case of Second Petitioner Company) was obtained for such modified scheme.
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IV (e)	The Petitioners under provisions of section 230(5) of the Companies Act, 2013 have to serve notices to concerned authorities which are likely to be affected by Amalgamation. Further, the approval of the scheme by this Hon'ble Tribunal may not deter such authorities to deal with any of the issues arising after giving effect to the scheme. The decision of such Authorities is binding on the Petitioner Company(s).	As far as the observation of the Regional Director, as stated in IV (e) is concerned, the Petitioner Companies, through their Counsel, submit that notices in accordance with Section 230 (5) of the Companies Act, 2013 have been served upon the concerned Income Tax Authorities, Regional Director, Registrar of Companies and Real Estate Regulatory Authority. Further, the Second Petitioner Company also served notice to Securities and Exchange Board of India and the stock exchanges. The Counsel for further undertakes that the sanction of the Scheme by this Tribunal will not deter any authorities to deal with any of the issues arising after giving effect to the Scheme and that such issues arising out of the Scheme will be met and answered in accordance with the law.
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IV (f)	Petitioner Company have to undertake to comply with section 232(3)(i) of Companies Act, 2013, where the transferor company is dissolved, the fee, if any, paid by the transferor company on its authorized capital shall be set-off against any fees payable by the transferee company on its authorized capital subsequent to the amalgamation and therefore, petitioners to affirm that they comply the provisions of the section.	As far as the observation of the Regional Director, as stated in IV (f) is concerned, the Petitioner Companies, through their Counsel, undertake to comply with the provisions of Section 232(3)(i) of the Companies Act, 2013.
IV (g)	The Petitioner Company may be directed to submit undertaking that the petitioner company shall ensure compliance of the all provisions of the Income Tax Act, 1961 including provisions of section 2(18) of the Income Tax Act.	As far as the observation of the Regional Director, as stated in IV (g) is concerned, the Petitioner Companies, through their Counsel, undertake to comply with all applicable provisions of the Income Tax Act, 1961 including provisions of section 2(18) of the Income Tax Act, 1961.

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IV (h)	As per the Part-II Clause 11(11.1 to 11.6) of the Scheme (Consideration), in this regard it is submitted that Hon'ble Tribunal may kindly direct the Petitioner to comply with provisions of Section 55, Section 62 & Section 232(3)(i) of the Companies Act, 2013 or any other applicable provision of the Act, as applicable. The Second Petitioner Company, through its Counsel, submits that in accordance with Para 11.6 of Scheme, the approval of the shareholders to the Scheme shall be deemed to be due compliance of section 55 and section 62 of the Companies Act, 2013 and no further approval of shareholders under section 55 and section 62 of the Companies Act, 2013 is required to be obtained by the Transferee Company.	As far as the observation of the Regional Director, as stated in IV (h) is concerned, the Petitioner Companies, through their Counsel, undertake to comply with all provisions of the Section 55, Section 62 & Section 232(3)(i) of the Companies Act, 2013 or any other applicable provisions of the Act, as applicable. The Second Petitioner Company, through its Counsel, submits that in accordance with Para 11.6 of Scheme, the approval of the shareholders to the Scheme shall be deemed to be due compliance of section 55 and section 62 of the Companies Act, 2013 and no further approval of shareholders under section 55 and section 62 of the Companies Act, 2013 is required to be obtained by the Transferee Company.
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IV (i)	As per Part-II Clause 12(12.1 & 12.5) of the Scheme (Accounting Treatment in the Books of the Transferee Company), Upon the Scheme becoming effective, the Transferee Company shall account for the merger of the Transferor Company in its books of accounts with effect from the Appointed Date as per "Pooling of Interest Method" provided in Appendix C of Indian Accounting Standard 103 (Business Combination of entities under common control) notified under the provision of the Companies Act, 2013.	As far as the observation of the Regional Director, as stated in IV (i) is concerned, the Second Petitioner Company, through its Counsel, undertakes that the difference so credited to the "Capital Reserve arising out of Amalgamation" will not be available for distribution of dividend and other similar purposes.
	In this regard it is stated that in Indian Accounting Standard (Ind AS) 103 - prescribes application of Pooling of Interest Method to account for common	

	control business combinations. Under this method, Any difference, whether positive or negative, shall be adjusted against the capital reserves (or "Amalgamation Adjustment Deficit Account" in some cases). In view of the above it is submitted that the difference so credited to "Capital Reserve arising out of Amalgamation" shall not be available for distribution of dividend and other similar purposes.	
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IV (j)	As per Part II Clause 13(13.1 to 13.3) of the Scheme (Aggregation of Authorized Capital) In this regard it is submitted that the fee payable by the Transferee Company shall be in accordance with the provisions of Section 13, Section 14, Section 61, and Section 232(3)(i) of the Companies Act, 2013 further if any stamp duty is payable the same should be paid in accordance with applicable laws of the State;	As far as the observation of the Regional Director, as stated in IV (j) is concerned, the Petitioner Companies, through their Counsel, submit that upon this Scheme becoming effective, the authorized share capital of the Transferee Company shall be increased and be merged with the authorized share capital of the Transferee Company without any further act, instrument or deed, the part of the Transferee Company, including without payment of stamp duty and fees payable to Registrar of Companies, and the Memorandum of Association and Articles of Association of the Transferee Company (relating to the authorized share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended, pursuant to Section 13, Section 14, Section 61 and Section 232(3)(i) respectively
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	of the Act or any other applicable provisions of the Act, as the case may be and for this purpose the stamp duties and fees paid on the authorized share capital of the Transferor Company shall be utilized and applied to the increased authorized share capital of the Transferee Company and no payment of any extra stamp duty and/or fee shall be payable by the Transferee Company for increase in the authorized share capital to that extent. Further, in the event of any increase in the authorized share capital of Transferee Company and/or Transferee Company before the Effective Date, on sanctioning of the any other Scheme by the NCLT, such increase shall be given effect to while aggregating the authorized share capital.	
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IV (k)	As Palava Dwellers Private Limited (Transferor Company) and Macrotech Developers Limited (Transferee Company) are engaged in the business of Construction and Real Estate Development/Business. Hence the petitioners be directed to obtain NOC from (RERA) regarding applicability of Real Estate Regulation and Development Act, 2016 with Maharashtra Rules and Regulation 2017.	As far as the observation of the Regional Director, as stated in IV (k) is concerned, the Petitioner Companies, through their Counsel, submit that they have served notice of Company Scheme Application upon RERA vide letter dated 3rd day of July 2021.
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IV (i)	Since the Macrotech Developers Limited the Transferee Company limited by shares, is listed on the Bombay Stock Exchange and National Stock Exchange, the Petitioner Company be directed to place on record whether necessary approval from SEBI and other concerned stock exchange have been obtained and whether the meeting of the Shareholders/class of shareholders have been convened as per the listing/SEBI guidelines.	As far as the observation of the Regional Director, as stated in IV (i) is concerned, the Second Petitioner Company, submits that the prior approval of SEBI and the concerned Stock Exchange was not required as the Second Petitioner Company got listed subsequently after the admission of Application by the Tribunal. However, the Second Petitioner Company has served a notice of Company Scheme Application upon SEBI, the Bombay Stock Exchange and the National Stock Exchange vide letter dated 3rd July of July 2021 and no observations have been received by the Second Petitioner Company from them. Further, the Second Petitioner Company submits that in pursuance of the directions contained in the order of the Tribunal passed in Company Scheme Application C.A. (CAA) 985/MB/2020 on 26th May 2020 and by further
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		directions contained in the order passed in CA/37/MB/2021 on 17th June, 2021, Second Petitioner Company was granted dispensation from convening and holding the meeting of the Equity Shareholders based on the Consent Affidavits from the shareholders representing 100% shareholding in the Second Petitioner Company filed with the Tribunal on 15th April 2021. Therefore, the Second Petitioner Company was not required to convene the meeting of the Equity Shareholders.
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IV (ii)	Since the Transferee Company and the Transferee Company have foreign/non-resident shareholders, therefore, it is subject to the provisions of Section 55 of the Companies Act, 2013 the FEMA Regulations/SEBI Guidelines by the Transferee Company.	As far as the observation of the Regional Director, as stated in IV (ii) is concerned, the Petitioner Companies, through their Counsel, submit that the Second Petitioner Company, as the Second Petitioner Company is concerned, it is submitted that the Second Petitioner Company will not be issuing shares to any class of shareholders and hence the requirement of complying with section 55 of the Act and the FEMA/SEBI Regulations is not applicable.
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22-07-2021

22-07-2021

IV (n)	The Petitioner Companies to place on record and to provide details regarding meeting of Shareholders other than directors, has been convened or not and results thereof.	As far as the observation of the Regional Director, as stated in IV (n) is concerned, the Petitioner Companies, through their Counsel, submit that in pursuance of the directions contained in the order of the Tribunal passed in Company Scheme Application C.A. (CAA) 985/MB/2020 on 26th May 2020 and by further directions contained in the order passed in CA/37/MB/2021 on 17th June, 2021, the First Petitioner Company convened and held the meeting of the Equity Shareholders on 23rd July, 2021 at 10 am through video conferencing and filed the Chairman's Report with this NCLT on 26th July, 2021. The said meeting was attended personally/authorised representative by 2 Equity Shareholders of the First Petitioner Company entitled together to total number of 10,000 Equity Shares having total value of Rs. 1,00,000 representing 99.99% of the total value of Equity Shares of the First Petitioner Company. The Second Petitioner Company got dispensation from convening and holding the meeting of the Equity Shareholders based on the Consent Affidavit filed with this NCLT on 15th April, 2021.
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22



		of the total value of Equity Shares of the First Petitioner Company. The Second Petitioner Company got dispensation from convening and holding the meeting of the Equity Shareholders based on the Consent Affidavit filed with this NCLT on 15th April, 2021.
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IV (o)	As regards the complaints indicated at para 15 above, under the head - Status of Complaint as per MCA-21 Service - Screen Shot, it is submitted that the Petitioner be directed to mention all the facts in this regard about complaints explain about the allegations made therein, and resolve complaints before approval of the scheme.	As far as the observation of the Regional Director, as stated in IV (o) is concerned, the Second Petitioner Company, through its Counsel, submits that complaint as referred in the said paragraph pertains to Non-Disclosure in Draft Red Herring Prospectus and the Second Petitioner Company had submitted its reply to the Registrar of Companies, Mumbai, vide letter dated 04th day of September, 2018 and 30th October, 2018 basis which the SEBI has confirmed that the complaint is treated as closed. Further the Second Petitioner Company undertakes to deal with above said complaints and accordance with Law as and when any communication is received from ROC to the Company.
IV (p)	In view of the observation raised by the ROC Mumbai, mentioned at para 16 above Hon'ble NCLT may pass appropriate orders/orders as deem fit.	As far as the observation of the Regional Director, as stated in IV (p) the Petitioner Companies, through their Counsel,

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		undertake to follow the instructions/directions given by ROC, Mumbai.
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10. The observations made by the Regional Director have been explained in Para 9 above. The clarifications and undertakings given by the Petitioner Companies have been explained in Para 9 above. The clarifications and undertakings given by the Petitioner Companies are hereby accepted by the Tribunal.

11. The Regional Director has filed his Supplementary Report dated 16.09.2021 and has stated that basis the observations made by the Regional Director and the reply submitted by the Petitioner Companies, the Tribunal may decide the matter on its merit.

12. The Official Liquidator in his report dated 01.09.2021, after considering the responses submitted by the Transferee Company, has stated that the affairs of the Transferee Company have been conducted in a proper manner and not prejudicial to the interest of its members or to the public interest.

13. From the material on record, the Scheme appears to be fair and reasonable and is not violative of any provisions of law and is not contrary to public policy. All the assets and properties of the Transferee Company, of whatsoever nature and whosoever situated, shall, under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act or deed, be and stand transferred to and vested

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In the Transferee Company or be deemed to be transferred to and vested in the Transferee Company as a going concern so as to become the assets and properties of the Transferee Company. Further, upon the coming into effect of this Scheme and with effect from the Appointed Date, all the liabilities of the Transferee Company, including all secured and unsecured debts (whether in Indian rupees or foreign currency), sundry creditors, liabilities (including contingent liabilities), duties and obligations and undertakings related to the Transferee Company shall, pursuant to the sanction of this Scheme by the Tribunal under and in accordance with the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, without any further act, instrument, deed, matter or thing, be transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company, along with any charge, encumbrance, lien or security thereon, and the same shall be assumed by the Transferee Company in accordance with the Scheme.

14. Upon effectiveness of the Scheme and in consideration for the amalgamation of the Transferee Company into the Transferee Company, the Transferee Company shall, without any further act or deed, issue and allot to all the equity shareholders of the Transferee Company, except itself, whose names are appearing in the Register of Members of Transferee Company as on the Record Date 54,695, 7% Non-Cumulative Redeemable Preference Shares ("NCRPS") of INR 10/- each fully paid up of Macrotech Developers Limited to be issued for every 1 (One) Equity share of INR 10/- each held by the equity shareholders (other than Macrotech Developers Limited) of Palava Dwellers Private Limited.

15. On the Scheme becoming effective, equity shares of the Transferee Company held by the Transferee Company shall stand cancelled without any further act or deed.

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16. Since all the requirements have been fulfilled, CP (CAA) 136/MB/2021 is made absolute in terms of the prayer clauses of the said Company Scheme Petition.

17. The Scheme is hereby sanctioned with the Appointed Date of 01.04.2019.

18. The Transferee Company be dissolved without winding up.

19. The Petitioner Companies are directed to file a copy of this Order along with a copy of the Scheme with the concerned Registrar of Companies, electronically along with e-form INC28 within 30 days from the date of receipt of the certified copy of Order by the Petitioner Companies. The Scheme will become effective on filing of the copy of this order with the concerned Registrar of Companies.

20. Petitioner Companies to lodge a copy of this Order along with the Scheme duly authenticated/certified by the Deputy Director or the Assistant Registrar, National Company Law Tribunal, Mumbai Bench, with the concerned Superintendent of Stamps for the purpose of adjudication of stamp duty payable, if any, within 60 days from the date of receipt of the certified Order from the Registry of this Tribunal.

21. All concerned regulatory authorities to act on a copy of this Order along with Scheme duly certified by the Deputy Director or the Assistant Registrar, National Company Law Tribunal, Mumbai Bench.

22. Any person Interested is at liberty to apply to this Tribunal in the above matters for any directions that may be necessary.

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23. Any concerned Authorities are at liberty to approach this Tribunal for any further clarification as may be necessary.

24. Ordered accordingly.

SD/-
Anuradha Sanjay Bhatia
Member (Technical)

SD/-
Suchitra Kanuparthi
Member (Judicial)

Certified True Copy
Date of Submission: 28/11/2022
Page No: 28
Total Pages: 140
Collection copy on 20/11/2022
Copy: 20/11/2022
Rajesh Kumar
National Company Law Tribunal, Mumbai Bench

क.ल.न.-५	
दस्त क्र. 28६६	2022
६०	८५

1. INTRODUCTION

- 1.1. The Tribunal is constituted by the Hon'ble Chairperson and two Members, one Member (Technical) and one Member (Judicial).
- 1.2. The Tribunal is constituted by the Hon'ble Chairperson and two Members, one Member (Technical) and one Member (Judicial).
- 1.3. The Tribunal is constituted by the Hon'ble Chairperson and two Members, one Member (Technical) and one Member (Judicial).
- 1.4. The Tribunal is constituted by the Hon'ble Chairperson and two Members, one Member (Technical) and one Member (Judicial).
- 1.5. The Tribunal is constituted by the Hon'ble Chairperson and two Members, one Member (Technical) and one Member (Judicial).
- 1.6. The Tribunal is constituted by the Hon'ble Chairperson and two Members, one Member (Technical) and one Member (Judicial).
- 1.7. The Tribunal is constituted by the Hon'ble Chairperson and two Members, one Member (Technical) and one Member (Judicial).
- 1.8. The Tribunal is constituted by the Hon'ble Chairperson and two Members, one Member (Technical) and one Member (Judicial).
- 1.9. The Tribunal is constituted by the Hon'ble Chairperson and two Members, one Member (Technical) and one Member (Judicial).
- 1.10. The Tribunal is constituted by the Hon'ble Chairperson and two Members, one Member (Technical) and one Member (Judicial).

2. STATEMENT OF FACTS

- 2.1. The Tribunal is constituted by the Hon'ble Chairperson and two Members, one Member (Technical) and one Member (Judicial).
- 2.2. The Tribunal is constituted by the Hon'ble Chairperson and two Members, one Member (Technical) and one Member (Judicial).
- 2.3. The Tribunal is constituted by the Hon'ble Chairperson and two Members, one Member (Technical) and one Member (Judicial).
- 2.4. The Tribunal is constituted by the Hon'ble Chairperson and two Members, one Member (Technical) and one Member (Judicial).
- 2.5. The Tribunal is constituted by the Hon'ble Chairperson and two Members, one Member (Technical) and one Member (Judicial).
- 2.6. The Tribunal is constituted by the Hon'ble Chairperson and two Members, one Member (Technical) and one Member (Judicial).
- 2.7. The Tribunal is constituted by the Hon'ble Chairperson and two Members, one Member (Technical) and one Member (Judicial).
- 2.8. The Tribunal is constituted by the Hon'ble Chairperson and two Members, one Member (Technical) and one Member (Judicial).
- 2.9. The Tribunal is constituted by the Hon'ble Chairperson and two Members, one Member (Technical) and one Member (Judicial).
- 2.10. The Tribunal is constituted by the Hon'ble Chairperson and two Members, one Member (Technical) and one Member (Judicial).



3. STATEMENT OF FACTS

3.1. The Tribunal is constituted by the Hon'ble Chairperson and two Members, one Member (Technical) and one Member (Judicial).

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3.20. The Tribunal is constituted by the Hon'ble Chairperson and two Members, one Member (Technical) and one Member (Judicial).



14/01/2016

सूची क्र.2

दुय्यम निबंधक : दु.नि. कल्याण 1

दस्त क्रमांक : 461/2016

नोदणी :

Rajm 53m

क.ल.न.-५

दस्त क्र. 288 2022

६६

८५

गावाचे नाव : 1) हेदुटणे

- (1) विनेखाचा प्रकार
(2) मोबदला
(3) बाजारभाव (भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)
(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)

बरेदीखत
82800000
82797700

1) पालिकेचे नाव: ठाणे इतर वर्णन : इतर माहिती: मीजे हेदुटणे, सर्वे नं. 24/1B क्षेत्र. 3340 चौ.मी. सर्वे नं. 260/1A क्षेत्र. 2300 चौ.मी. सर्वे नं. 260/2 क्षेत्र. 8530 चौ.मी. सर्वे नं. 25/2B क्षेत्र. 2030 चौ.मी. सर्वे नं. 212/9B क्षेत्र. 4670 चौ.मी. सर्वे नं. 212/12B क्षेत्र. 3640 चौ.मी. सर्वे नं. 212/2 क्षेत्र. 6000 चौ.मी. सर्वे नं. 212/5 क्षेत्र. 2200 चौ.मी. सर्वे नं. 212/8 क्षेत्र. 500 चौ.मी. सर्वे नं. 262/- क्षेत्र. 6300 चौ.मी. पैकी 3150 चौ.मी. सर्वे नं. 269/1C क्षेत्र. 50 चौ.मी. सर्वे नं. 270/- क्षेत्र. 400 चौ.मी. सर्वे नं. 212/10 क्षेत्र. 2500 चौ.मी. पैकी 1250 चौ.मी. सर्वे नं. 260/3 क्षेत्र. 3600 चौ.मी. पैकी 1800 चौ.मी. सर्वे नं. 260/4 क्षेत्र. 2800 चौ.मी. पैकी 1400 चौ.मी. सर्वे नं. 260/1B क्षेत्र. 2200 चौ.मी. एकूण क्षेत्र 41460 चौ.मी. ((Survey Number : २४/१३ व इतर ;))

1) 41460 चौ.मीटर

(5) क्षेत्रफळ

(6) आकारणी किंवा जुबी देण्यात असेल तेव्हा.

(7) दस्तऐवज करून घेणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.

1): नाव:- बाबुसिंग राजगुरु यांचे कु.मु. म्हणून श्रीकृष्ण मांडवे -- वय:-42; पत्ता:- प्लॉट नं.:-, माळा नं.:-, इमारतीचे नाव:-, ब्लॉक नं.:-, रोड नं.:- कस्तुरीप्लाझा डोंबिवली पूर्व, महाराष्ट्र, ठाणे. पिन कोड:- 421201 पॅन नं.:- AADPR4981N

(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता

1): नाव:- पलावा इवेलर्स प्रा. लि पूर्वीचे नाव लोढा इवेलर्स प्रा. लि तर्फे दिपक एन लोढा यांचे कु.मु. म्हणून श्रीकृष्ण मांडवे -- वय:-42; पत्ता:- प्लॉट नं.:-, माळा नं.:-, इमारतीचे नाव:-, ब्लॉक नं.:-, रोड नं.:- कस्तुरीप्लाझा डोंबिवली पूर्व, महाराष्ट्र, ठाणे. पिन कोड:- 421201 पॅन नं.:- AABCL1117D

(9) दस्तऐवज करून दिल्याचा दिनांक

14/01/2016

(10) दस्त नोंदणी केल्याचा दिनांक

14/01/2016

(11) अनुक्रमांक, खंड व पृष्ठ

461/2016

(12) बाजारभावाप्रमाणे मुद्रांक शुल्क

4968000

(13) बाजारभावाप्रमाणे नोंदणी शुल्क

30000

(14) शेरा

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

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





Maharashtra Real Estate Regulatory Authority

**REGISTRATION CERTIFICATE OF PROJECT
FORM 'C'**

[See rule 6(a)]

क.ल.न.-५	
दस्त क्र. २४६६	२०२२
७७	८५

This registration is granted under section 5 of the Act to the following project under project registration number : **P51700032990**

Project: **Foresta A, B, H and I** , Plot Bearing / CTS / Survey / Final Plot No.: **53/3, 65/15A, 65/15B** at **Mangaon, Kalyan, Thane, 421203;**

1. **Macrotech Developers Limited** having its registered office / principal place of business at Tehsil: **Mumbai City**, District: **Mumbai City**, Pin: **400001**.
2. This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with the allottees;
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;
OR
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
 - The Registration shall be valid for a period commencing from **03/02/2022** and ending with **30/11/2025** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
 - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
 - That the promoter shall take all the pending approvals from the competent authorities
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid
Digitally Signed by
Dr. Vasant Premanand Prabhu
(Secretary, MahaRERA)
Date: 03-02-2022 15:30:14

Dated: **03/02/2022**

Place: **Mumbai**

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



घोषणापत्र

मी, सुरेन्द्र नायर / सैट्रिक मोनिस / संगीत चौधरी / रितेश जगताप / विवीन सॅम / जॉय वालीकोदथ / वनाई सोरेस या द्वारे घोषित करतो की, दुय्यम निबंधक यांचे कार्यालयात मी, सुरेन्द्र नायर / सैट्रिक मोनिस / संगीत चौधरी / रितेश जगताप / विवीन सॅम / जॉय वालीकोदथ / वनाई सोरेस यांनी दिनांक 04/10/2021 रोजी आम्हाला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सुरेन्द्र नायर / सैट्रिक मोनिस / संगीत चौधरी / रितेश जगताप / विवीन सॅम / जॉय वालीकोदथ यांनी कुलमुखत्यारपत्र रद्द केलेले नाही, किंवा कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही, किंवा कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहीन याची मला जाणीव आहे.

ठिकाण :

दिनांक :

19-02-22

सही

(Signature)

कुलमुखत्यार पत्राचे घोषणापत्र लिहून देणार



घोषणापत्र

मी, पंडरी केसरकर / राहुल वंडेकर / प्रमोद कांबळे / प्रताप सातवेकर / शैलेश मोरे / आदित्य नाडकर / संजय हरिहर / विनायक कागीनकर / श्रीकांत कांबळे या द्वारे घोषित करतो की, दुय्यम निबंधक यांचे कार्यालयात मी, पंडरी केसरकर / राहुल वंडेकर / प्रमोद कांबळे / प्रताप सातवेकर / शैलेश मोरे / आदित्य नाडकर / संजय हरिहर / विनायक कागीनकर / श्रीकांत कांबळे यांनी दिनांक 04/10/2021 रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, पंडरी केसरकर / राहुल वंडेकर / प्रमोद कांबळे / प्रताप सातवेकर / शैलेश मोरे / आदित्य नाडकर / संजय हरिहर / विनायक कागीनकर / श्रीकांत कांबळे यांनी कुलमुखत्यारपत्र रद्द केलेले नाही, किंवा कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहीन याची मला जाणीव आहे.

ठिकाण :

दिनांक :

19-02-22

सही

(Signature)

कुलमुखत्यार पत्राचे घोषणापत्र लिहून देणार

क.ल.न.-५	
दस्त क्र. 2844	2022
७७	८५

 D. H. C. District Housing Corporation Inspector General at Registration & Stamps	
Receipt of Document Handing Charges	
DATE: 03/10/2021 14:50 Received from Microsearch Developers Ltd, Mobile number 0000000000 an amount of Rs.500/- towards Document Handing Charges for the Document to be registered on Document No. 13485 dated 07/10/21 at the Sub-Register Office, Joint S.D. Munsifan 4 of the District Mumbai District.	RECEIVED DATE: 04/10/2021 <div style="text-align: center;">  </div>
Payment Details	
Bank Name: <u>Statebank</u> A/c No: <u>1000410200130001335</u> Debit No: <u>031020201014500</u>	Payment Date: <u>03/10/2021</u> REF No: <u>202127600752556</u> Debit Date: <u>04/10/2021</u>
This is computer generated receipt, hence no signature is required	

[illegible]

and (2) Mr. Patrick Menle company executive, Indian Inhabitant, having his office address at 412, Floor-4, 17G Verdhaman Chambers, Cawasji Patel Road, Horniman Circle, Fort, Mumbai - 400 001 and (3) Mrs. Sangeet Chowdhary company executive, Indian Inhabitant, having his office address at 412, Floor-4, 17G Verdhaman Chambers, Cawasji Patel Road, Horniman Circle, Fort, Mumbai - 400 001 and (4) Mr. Ritesh Jagtap company executive, Indian Inhabitant, having his office address at 412, Floor-4, 17G Verdhaman Chambers, Cawasji Patel Road, Horniman Circle, Fort, Mumbai - 400 001 (5) Mr. Biko Sam company executive, Indian Inhabitant, having his office address at 412, Floor-4, 17G Verdhaman Chambers, Cawasji Patel Road, Horniman Circle, Fort, Mumbai - 400 001 (6) Mr. Bernard Soeris company executive, Indian Inhabitant, having his office address at 412, Floor-4, 17G Verdhaman Chambers, Cawasji Patel Road, Horniman Circle, Fort, Mumbai - 400 001 and (7) Mr. Joy Valfordeth company executive, Indian Inhabitant, having his office address at 412, Floor-4, 17G Verdhaman Chambers, Cawasji Patel Road, Horniman Circle, Fort, Mumbai - 400 001 and (8) Mr. Biko Sam company executive, Indian Inhabitant, having his office address at 412, Floor-4, 17G Verdhaman Chambers, Cawasji Patel Road, Horniman Circle, Fort, Mumbai - 400 001 (hereinafter collectively referred to as 'Attorneys' and individually as 'Attorney') jointly and/or severally, as their true and lawful attorneys/ to do following acts deeds matters and things and to exercise all or any of the powers and authorities hereinafter conferred that it to say:

1. To execute the Letters of Allotment for the purpose of sell 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, E-registration Agreements to Sell, Lease and License Agreements, Lease Deeds relating to the sale/transfer/license of the residential and/or commercial units in the various buildings constructed by the said Companies and to execute other ancillary and incidental documents, papers, forms and affidavits in connection with such Agreements to Sell and/or Agreements to Assign and/or E-registration Agreements to Sell and/or Lease and License Agreements and/or Lease Deeds.

Solely to prior approval of the management of the said Companies, to execute all contracts, writings, affidavits and other ancillary 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.

2029

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 E-registration Agreements to Sell and/or Leave and License Agreements and/or Lease Deeds for sale/transfer/license 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, E-registration Agreements to Sell, Leave and License Agreements, Lease Deeds, Deeds of Rectification or Cancellation or Confirmation, relating to the sale/transfer/license of the residential and/or commercial units and other ancillary and incidental documents, papers, forms and deeds in connection therewith.

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

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

8. For the better doing, performing and executing of the aforesaid things, we hereby further grant unto the Attorneys full power and authority to substitute and appoint in their place one or more suitable persons as they shall deem fit and proper and to exercise all or any of the powers and authorities and to so all acts, things, matters and things under the said Power of Attorney and to revoke such appointments from time to time and to execute or appoint any other person in his place and authority 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/Agreements to Assign/E-registration Agreements to Sell/Leave and License Agreements/Lease Deeds/Deeds of Rectification or Cancellation or Confirmation relating to the sale/transfer/license of the residential and commercial units and other ancillary and incidental documents, papers, forms and deeds in connection therewith.

Attended, executed and Photograph of the Constituted Attorney holder

Sr.No.	Name	Signature	Photograph
1.	Mr. Surendran Nair		
2.	Mr. Patrick Mond		
3.	Mr. Sangeet Choudhary		
4.	Mr. Ritesh Jagtap		
5.	Mr. Robin Sam		

LODHA BUILDING A BETTER LIFE

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF PALAVA DWELLERS PRIVATE LIMITED ("THE COMPANY") AT ITS MEETING HELD ON 27th JULY, 2021 AT LODHA EXCLUSIVE, APOLLO MILLS COMPOUND, N.M. JOSE WARD, MAHARAJA, MUMBAI - 400 011.

AUTHORITY TO ENTER AND EXECUTE SPECIAL POWER OF ATTORNEY

"RESOLVED THAT the said Special Power of Attorney ("SPA") as placed before the meeting, be and is hereby approved and the consent of the Board be and is hereby accorded to execute the SPA in favour of Mr. Surendran Nair, Mr. Patrick Mond, Mr. Sangeet Choudhary, Mr. Ritesh Jagtap, Mr. Robin Sam, Mr. Jay Vaidikdash and Mr. Bernard Sauris (hereinafter referred to as "Authorized Signatories") to authorize Special Power of Attorney.

RESOLVED FURTHER THAT Mr. Smita Ghag and Mr. Prakash Vora, Directors of the Company, be and are hereby severally authorized to sign, execute and complete the registration of the SPA and to do all such acts, deeds and things, as may be required in this regard.

RESOLVED FURTHER THAT the authorized signatories be and are hereby also severally empowered to authorize any of the executive of the Company or the group companies or any other person as he may deem fit.

RESOLVED FURTHER THAT the common seal of the Company be affixed on the documents, as may be required, in relation to the abovesaid transaction in accordance with the provisions of the Companies Act, 2013 and to do all such acts, deeds and things, as may be required in this regard.

RESOLVED FURTHER THAT the signing authority vested into the Authorized Signatories shall be valid for three years or till the time the Authorized Signatories are in the employment of the Company or Group Company, whichever is earlier or of earlier realized.

RESOLVED FURTHER THAT Director of the Company along with any one of the Designated Authorized Representative of the Company, be and are hereby authorized to make a true and correct copy of the resolution to the concerned authorities parties as may be necessary and they be requested to act thereon.

Certified True Copy For Palava Dwellers Private Limited

Smita Ghag
Director
DIN: 07447382

Date: 27th July, 2021

Palava Dwellers Private Limited Lodha Exclusive, Apollo Mills Compound, N.M. Jose Ward, Maharashtra, Mumbai - 400 011. Tel: 022-2343 3300. Email: info@palava.com. Website: www.palava.com. CIN: 721007 MH2017 Private Limited.

other ancillary and incidental documents, papers, forms and deeds in connection with such Agreements to Sell/Agreement to Assign/E-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 Attorney/s.

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.

This Power of Attorney shall remain valid and in force till 31st December 2024 or till such time that the Attorneys are in full-time employment of the said companies.

IN WITNESS WHEREOF the said Companies have hereunto set and subscribed their respective seals to this Power of Attorney on this 28th day of September 2021.

SIGNED AND DELIVERED
By the within named
MACROTECH DEVELOPERS LIMITED
Through its Director
MS RAUNKA MAHATRA
In the presence of



SIGNED AND DELIVERED
By the within named
PALAVA DWELLERS PRIVATE LIMITED
Through its Director
MS SMITA GHAG
In the presence of



28/09/2021
2021

6. Mr. Jay Vaidikdash



7. Mr. Bernard Sauris



28/09/2021
2021

LODHA BUILDING A BETTER LIFE

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE EXECUTIVE COMMITTEE OF THE BOARD OF DIRECTORS OF MACROTECH DEVELOPERS LIMITED AT ITS MEETING HELD ON AUGUST 2, 2021 AT LODHA EXCLUSIVE, APOLLO MILLS COMPOUND, N. M. JOSE WARD, MAHARAJA, MUMBAI 400 011.

AUTHORITY TO ENTER AND EXECUTE SPECIAL POWER OF ATTORNEY

"RESOLVED THAT in pursuance to the aforesaid resolution passed on June 11, 2019 by the Executive Committee of the Board, the said Special Power of Attorney ("SPA") as placed before the meeting, be and is hereby approved and the consent of the Board be and is hereby accorded to execute the SPA in favour of Mr. Surendran Nair, Mr. Patrick Mond, Mr. Sangeet Choudhary, Mr. Ritesh Jagtap, Mr. Robin Sam, Mr. Jay Vaidikdash and Mr. Bernard Sauris (hereinafter referred to as "Authorized Signatories") to authorize Special Power of Attorney.

RESOLVED FURTHER THAT the Directors of the Company and the Authorized Signatories be and are hereby severally authorized to sign, execute and complete the registration of the SPA and to do all such acts, deeds and things, as may be required in this regard.

RESOLVED FURTHER THAT the authorized signatories be and are hereby also severally empowered to authorize any of the executive of the Company or the group companies or any other person as he may deem fit.

RESOLVED FURTHER THAT the common seal of the Company be affixed on the documents, as may be required, in relation to the abovesaid transaction in accordance with the provisions of the Companies Act, 2013 and to do all such acts, deeds and things, as may be required in this regard.

RESOLVED FURTHER THAT the signing authority shall be valid for three years or till the time the Authorized persons are in the employment of the Company or Group Company, whichever is earlier or of earlier realized.

RESOLVED FURTHER THAT any one Director along with any one of the Designated Authorized Representative of the Company, be and are hereby authorized to make a true and correct copy of the resolution to the concerned authorities parties as may be necessary and they be requested to act thereon.

For Macrotech Developers Limited

Prakash Vora
Company Secretary
Membership No: F4164

Date: August 2, 2021

Macrotech Developers Limited Lodha Exclusive, Apollo Mills Compound, N.M. Jose Ward, Maharashtra, Mumbai - 400 011. Tel: 022-2343 3300. Email: info@macrotech.com. Website: www.macrotech.com. CIN: 721007 MH2017 Private Limited.

GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS
Office of the Registrar of Companies
E-202, 100, Naraina Drive, New Delhi, India, 110028


Certificate of Incorporation pursuant to change of name
(Pursuant to rule 29 of the Companies (Incorporation) Rules, 2014)

Corporate Identification Number (CIN): U45200MH1999PL1091041

I hereby certify that the name of the company has been changed from **LOKHA DEVELOPERS LIMITED** to **MAKUTHEW DEVELOPERS LIMITED** with effect from the date of this certificate and that the company is licensed to do so.

Company was originally incorporated with the name **LOKHA DEVELOPERS PRIVATE LIMITED**

Given under my hand at Mumbai this Twenty fourth day of May two thousand two thousand two



बखर्क नं ४
24/05/24
2029

U.T. RAIPUR
Registrar of Companies
RoC - Mumbai

Enquiry Address as per record available in Register of Companies office:
MAKUTHEW DEVELOPERS LIMITED
412, Floor 4, 170 Vaidharan Chandra, Cawasji Patel Road, Hormasani Circle, Fort, Mumbai, Maharashtra, India, 400011

MINISTRY OF CORPORATE AFFAIRS
OFFICE OF THE REGISTRAR OF COMPANIES
E-202, 100, Naraina Drive, New Delhi, India, 110028


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(Pursuant to rule 29 of the Companies (Incorporation) Rules, 2014)

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2029

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MAKUTHEW DEVELOPERS LIMITED
412, Floor 4, 170 Vaidharan Chandra, Cawasji Patel Road, Hormasani Circle, Fort, Mumbai, Maharashtra, India, 400011

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बखर्क नं ४
24/05/24
2029

U.T. RAIPUR
Registrar of Companies
RoC - Mumbai

Enquiry Address as per record available in Register of Companies office:
MAKUTHEW DEVELOPERS LIMITED
412, Floor 4, 170 Vaidharan Chandra, Cawasji Patel Road, Hormasani Circle, Fort, Mumbai, Maharashtra, India, 400011

क.ल.न.-५
दस्त क्र. 24६५-२०२२
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बखर्क नं ४
24/05/24
2029

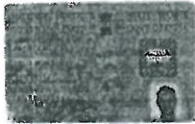


बखर्क नं ४
24/05/24
2029



बखर्क नं ४
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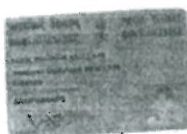
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28/07/24/24
2024



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2024

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दस्त क्र. २४६६	२०२२
८७	८५

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८७	०५

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आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

CHANDRASHEKHAR VENKATRAMAN

VENKATRAMAN NARSINGPURAM
SUNDERRAMAN

17/11/1961
Permanent Account Number
AAUPV3526A

Signature

20/08/2007

क.ल.न.-५

दस्त क्र. 2886 2022

C2 CY

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

YAGNYA RAJESH IYER

CHANDRASHEKHAR VENKATRAMAN

20/08/1991
Permanent Account Number
ANSPC2953K

Signature

20/08/2007

Yagna.

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

SHRIKANT POPAT KAMBLE

POPAT RAJARAM KAMBLE

06/10/1978
Permanent Account Number
BIZPK1006N

Signature

02/07/2009

S.P. Kamble



भारत सरकार
GOVERNMENT OF INDIA

विजय विजय मोरे
Vijay Vijay More

जन्म तिथि / Year of Birth: 1996
पुल्लिंग / Male

7496 8760 4470

QR Code

Signature

आधार : सामान्य माणसाचा अधिकार

507/2466

शनिवार, 19 फेब्रुवारी 2022 10:24 म.पू.

दस्त गोषवारा भाग-1

कलन5

दस्त क्रमांक: 2466/2022

दस्त क्रमांक: कलन5 /2466/2022

बाजार मूल्य: रु. 27,62,000/- मोबदला: रु. 62,95,481/-

भरलेले मुद्रांक शुल्क: रु.2,20,500/-

मुद्रांक शुल्क माफी असल्यास तपशिल :-

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

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

पावती:2568

पावती दिनांक: 19/02/2022

अ. क्र. 2466 वर दि.19-02-2022

सादरकरणाराचे नाव: चंद्रशेखर वेंकटरामन - -

रोजी 10:23 म.पू. वा. हजर केला.

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1700.00

पृष्ठांची संख्या: 85

एकुण: 31700.00

दस्त हजर करणाऱ्याची सही:

Joint Sub Registrar Kalyan 5

सह. दुय्यम निबंधक वर्ग-२

दस्ताचा प्रकार 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

शिक्षा क्र. 1 19 / 02 / 2022 10 : 23 : 42 AM ची वेळ: (सादरीकरण)

शिक्षा क्र. 2 19 / 02 / 2022 10 : 24 : 23 AM ची वेळ: (फी)

Joint Sub Registrar Kalyan 5

सह. दुय्यम निबंधक वर्ग-२

कल्याण क्र.५

प्रतिज्ञा पत्र

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

लेहन घेणार सहा

लेहन देणार सहा



दस्त गोपवारा भाग-2

कलन5







28/29

दस्त क्रमांक:2466/2022

19/02/2022 10 30:15 AM

दस्त क्रमांक :कलन5/2466/2022





दस्ताचा प्रकार :-करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:मॅक्रोटेक डेव्हलपर्स लि. (पूर्वीचे नाव पलावा डेव्हलर्स प्रा. लि.) तर्फे कु.मु. सुरेन्द्रन नायर तर्फे कु. मु. पंढरी केसरकर - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 412 4था मजला 17जी वर्धमान चेंबर कावसजी पटेल रोड हॉर्निमन सर्कल, फोर्ट, मुंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुम्बई. पॅन नंबर:AAACL1490J	लिहून देणार वय :-50 स्वाक्षरी:-		
2	नाव:चंद्रशेखर वेंकटरामन -- पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: फ्लॅट नं डी 802 अॅट ओएच लेकसाईड, कोऑप पलावा फेज 2 खोणी व्हिलेज डोंबिवली ठाणे, इंडिया, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे. पॅन नंबर:AAUPV3526A	लिहून घेणार वय :-61 स्वाक्षरी:-		
3	नाव:यज्ञा राजेश आय्यर -- पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: फ्लॅट नं डी 802 अॅट ओएच लेकसाईड, कोऑप पलावा फेज 2 खोणी व्हिलेज डोंबिवली ठाणे, इंडिया, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे. पॅन नंबर:ANSPC2953K	लिहून घेणार वय :-31 स्वाक्षरी:-		

थरील दस्तऐवज करून देणार तथाकथीत करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिक्षा क्र.3 ची वेळ:19 / 02 / 2022 10 : 29 : 27 AM

ओळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीश: ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव:विनय मोरे -- वय:25 पत्ता:चिंचपाडा कल्याण-पूर्व पिन कोड:421306		
2	नाव:श्रीकांत कांबळे -- वय:44 पत्ता:चिंचपाडा कल्याण-पूर्व पिन कोड:421306		

शिक्षा क्र.4 ची वेळ:19 / 02 / 2022 10 : 30 : 10 AM

शिक्षा क्र.5 ची वेळ:19 / 02 / 2022 10 : 30 : 14 AM नोंदणी पुस्तक 1 मध्ये

Joint Sub Registrar Kalyan 5

सह. दुय्यम निबंधक वर्ग-२

Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/License	Amount	Used At	Deface Number	Deface Date
1	Macrotech Developers Limited	eChallan	69103332022021112561	MH012943098202122E	220500.00	SD	0006482497202122	19/02/2022
2	Macrotech Developers Limited	eChallan		MH012943098202122E	30000	RF	0006482497202122	19/02/2022
3		DHC		1902202200052	1700	RF	1902202200052D	19/02/2022

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


2466 /2022

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प्रमाणित करण्यात येते की, सदर दस्त
क्र.....२४६६.....मध्ये.....८५.....पाने आहेत.
पुस्तक क्रमांक.....१.....वर नोंदला
दिनांक १८/०४/२०२२


सह. दुय्यम निबंधक वर्ग-२
कल्याण क्र. ५

क.ल.न.-५	
दस्त क्र. २४६६	२०२२
८५	८५



५-जिल्हा काउंसेलरी कार्यालय, मुंबई
१. क. ल. न. क्र.