

530/10742

इतर पावती

Original/Duplicate

Tuesday, 23 August 2022 2:32 PM

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 11209 दिनांक: 23/08/2022

गावाचे नाव: -मात्रिवडे

दस्तऐवजाचा अनुक्रमांक: टनन12-10742-2022

दस्तऐवजाचा प्रकार: विकसनकारनामा

सादर करणाऱ्याचे नाव: मॅक्सटेक प्रॉपर्टी डेव्हलपर्स एल एल पी तर्फे भागीदार अनिल मुठा

वर्णन

दस्त हाताळणी फी

रु. 140.00

पृष्ठांची संख्या: 7

एकूण:

रु. 140.00

सह मुख्यमंत्रिपरिषद वर्ग-२

ठाणे क्र. १२

1); देवकाचा प्रकार: DHC रक्कम: रु.140/-

डीडी/घटनादेश/पे ऑर्डर क्रमांक: 2308202207818 दिनांक: 23/08/2022

बँकेचे नाव व पत्ता:

530/10742

Tuesday, August 23, 2022

11:38 AM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 11187 दिनांक: 23/08/2022

मावाचे नाव: माजिवडे

दस्तऐवजाचा अनुक्रमांक: टनन12-10742-2022

दस्तऐवजाचा प्रकार: विकसनकरारनामा

मादर करणाऱ्याचे नाव: सॅक्सटेक प्रॉपर्टी डेव्हलपर्स एल एल पी तर्फे भागीदार अनिल मुठा

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 3220.00

पृष्ठांची संख्या: 161

एकूण:

रु. 33220.00

आपणाम मूळ दस्त, येवनेव प्रिंट, सूची-२ अंदाजे

11:54 AM ह्या वेळेस मिळेल.

वाजार मूल्य: रु. 2220328500 /-

मोबदला रु. 479404500/-

भरलेले मुद्रांक शुल्क: रु. 111017000/-



सह दुय्यम निबंधक तर्ज-२
ठाणे क्र. १२

1) देयकाचा प्रकार: DHC रकम: रु. 2000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 2208202214157 दिनांक: 23/08/2022

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रकम: रु. 1220/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 2208202214206 दिनांक: 23/08/2022

बँकेचे नाव व पत्ता:

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

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH006692552202223E दिनांक: 22/08/2022

बँकेचे नाव व पत्ता:

मूळ दस्तऐवज परत मिळाला

सही

मोठ



23/08/2022

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.ठाणे 12

दस्ता क्रमांक : 10742/2022

नोदणी :

Regn:63m

गावाचे नाव : माजिवाडे

(1)विलेखाचा प्रकार	विकसनकरागतामा
(2)मोबदला	479404500
(3) बाजारभावा(भाडेपट्ट्याच्या वाचनितपट्टाकार आकारणी देवो की पट्टेदार ते समुद करावे)	2220328500
(4) भू-मापन,पोट्रिग्या व घरक्रमांक(अमल्याम)	1) पालिकेचे नाव:ठाणे म.न.पा. इतर वर्णन : इतर माहिती: म. नं. 146/1 क्षेत्रफल- 180 चौ. मी.,म. नं. 149/3 क्षेत्रफल- 2,400 चौ. मी.,म. नं. 154/3 क्षेत्रफल 600 चौ. मी.,म. नं. 412/1 क्षेत्रफल- 3,600 चौ. मी.,म. नं.414/1/क /2 क्षेत्रफल- 20,320 चौ. मी.,मीजे माजिवाडे,ता. व जि. ठाणे.(ए टी जे क्र. 398/2022 अन्वये मुद्रांक शुल्क समूल)((Survey Number : 146/1, 149/3, 154/3, 412/1, 414/1/C/2 ;))
(5) क्षेत्रफल	1) 27100 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असलेले तपे.	
(7) दस्तावेज करून देणा-या/विहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्याम,प्रतिवादिचे नाव व पत्ता.	1): नाव:-फर्मेटा बायोटेक लिमिटेड तर्फे मॅनेजिंग डायरेक्टर प्रशांत नागरे वय:-52; पत्ता:-प्लॉट नं: ए-१५०१, माळा नं: -, इमारतीचे नाव: ठाणे १, डी आय एल कॉम्प्लेक्स, प्लॉक नं: -, रोड नं: प्रोडबंदर रोड, माजिवाडे, ठाणे, महाराष्ट्र, THANE. पिन कोड:-400610 पॅन नं:-AAACD0525E
(8)दस्तावेज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्याम,प्रतिवादिचे नाव व पत्ता	1): नाव:-मॅक्सटेक प्रॉपर्टी डेव्हलपर्स एल एल पी तर्फे भागीदार अनिल मुठा वय:-48; पत्ता:-प्लॉट नं: २४०३, माळा नं: -, इमारतीचे नाव: मॅरिथॉन फ्लुचरॅक्स, प्लॉक नं: मफतलाल मिल्स कंपाऊंड, रोड नं: एन. एम. जोशी मार्ग, लोअर परेल, मुंबई, महाराष्ट्र, मुम्बई. पिन कोड:-400013 पॅन नं:-ABSF3880H 2): नाव:-मॅक्सटेक प्रॉपर्टी डेव्हलपर्स एल एल पी तर्फे भागीदार राजेश आर. पटेल वय:-48; पत्ता:-प्लॉट नं: २४०३, माळा नं: -, इमारतीचे नाव: मॅरिथॉन फ्लुचरॅक्स, प्लॉक नं: मफतलाल मिल्स कंपाऊंड, रोड नं: एन. एम. जोशी मार्ग, लोअर परेल, मुंबई, महाराष्ट्र, मुम्बई. पिन कोड:-400013 पॅन नं:-ABSF3880H 3): नाव:-मॅक्सटेक प्रॉपर्टी डेव्हलपर्स एल एल पी तर्फे भागीदार हिरेन हंमराज छेडा वय:-43; पत्ता:-प्लॉट नं: २४०३, माळा नं: -, इमारतीचे नाव: मॅरिथॉन फ्लुचरॅक्स, प्लॉक नं: मफतलाल मिल्स कंपाऊंड, रोड नं: एन. एम. जोशी मार्ग, लोअर परेल, मुंबई, महाराष्ट्र, मुम्बई. पिन कोड:-400013 पॅन नं:-ABSF3880H 4): नाव:-अनिल मुठा वय:-48; पत्ता:-प्लॉट नं: २४०३, माळा नं: -, इमारतीचे नाव: मॅरिथॉन फ्लुचरॅक्स, प्लॉक नं: मफतलाल मिल्स कंपाऊंड, रोड नं: एन. एम. जोशी मार्ग, लोअर परेल, मुंबई, महाराष्ट्र, मुम्बई. पिन कोड:-400013 पॅन नं:-AEWPM0963J 5): नाव:-राजेश आर. पटेल वय:-48; पत्ता:-प्लॉट नं: १००१, माळा नं: -, इमारतीचे नाव: देव कॉम्प्लेक्स, प्लॉक नं: कॅडबरी व्हॉकेशन जवळ, रोड नं: ठाणे पश्चिम, महाराष्ट्र, ठाणे. पिन कोड:-400601 पॅन नं:-AAAPP5172E 6): नाव:-हिरेन हंमराज छेडा वय:-43; पत्ता:-प्लॉट नं: ७, माळा नं: -, इमारतीचे नाव: ओडिसी एड्टी पार्क, प्लॉक नं: -, रोड नं: रोड नंबर ९, जुन्या पासपोर्ट ऑफिस जवळ, वागळे इन्स्टेट ठाणे पश्चिम, महाराष्ट्र, THANE. पिन कोड:-400604 पॅन नं:-AALPC5377K
(9) दस्तावेज करून दिल्याचा दिनांक	26/07/2022
(10)दस्ता नोंदणी केल्याचा दिनांक	23/08/2022
(11)अनुक्रमांक,खंड व पृष्ठ	10742/2022
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	111017000
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	



सह दुय्यम निबंधक वर्ग-२
ठाणे क्र. १२

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

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

Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1		Mudrank	BP3988693	1201647	500	SD		
2		Certificate	0003320069202223	398/2022	111016500	SD		
3		DHC		2208202214157	2000	RF	2208202214157D	23/08/2022
4		DHC		2208202214206	1220	RF	2208202214206D	23/08/2022
5		eChallan		MH006692552202223E	30000	RF	0003347643202223	23/08/2022

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





CHALLAN
MTR Form Number-6



GRN	MH006692552202223E	BARCODE			Date	22/08/2022-15:25:59	Form ID	
Department Inspector General Of Registration				Payer Details				
Registration Fee				TAX ID / TAN (If Any)				
Type of Payment Ordinary Collections IGR				PAN No.(If Applicable)				
Office Name THN12_THANE NO 12 JOINT SUB REGISTR				Full Name		MEXTECH PROPERTY DEVELOPERS LLP		
Location THANE				Flat/Block No.		S No. 146/1, 149/3, 154/3, 412/1 and 414/1/C/2		
Year 2022-2023 One Time				Premises/Building				
Account Head Details			Amount In Rs.		Road/Street			
0030063301 Amount of Tax			30000.00		Village Majiwade			
					Area/Locality			
					Thane West			
					Town/City/District			
					PIN			
					4 0 0 6 0 1			
					Remarks (If Any)			
					SecondPartyName=FERMENTA BIOTECH LIMITED-			
					Amount In			
					Thirty Thousand Rupees Only			
Total			30,000.00		Words			
Payment Details IDBI BANK				FOR USE IN RECEIVING BANK				
Cheque-DD Details				Bank CIN	Ref. No.	69103332022082213316	2762840682	
Cheque/DD No.				Bank Date	RBI Date	22/08/2022-15:27:29	Not Verified with RBI	
Name of Bank				Bank-Branch	IDBI BANK			
Name of Branch				Scroll No. : Date	Not Verified with Scroll			

Department ID :

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

सदर चालन केवल दुयम निबंधक कार्यालयत नोंदणी करणवाच्या दस्तावेजांसाठी लागू आहे. नोंदणी न करणवाच्या दस्तावेजांसाठी सदर चालन लागू नाही.

दस्त क्र. 70082/2022
9 96



[Signature]

[Signature]

[Signature]

[Signature]

Total	30000.00

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(IS)-538-10742	0003347643202223	23/08/2022-11:38:04	IGR540	30000.00
Total Defacement Amount					30,000.00

ट न न १२	
Page 1/1	
दस्त क्र. १०७१२/२०२२	
२	१६५



Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 2208202214208	Date 22/08/2022
Received from MEXTECH PROPERTY DEVELOPERS LLP , Mobile number 9820995019, an amount of Rs.1220/-, towards Document Handling Charges for the Document to be registered (iSARITA) in the Sub Registrar office Joint S.R. Thane 12 of the District Thane.	
Payment Details	
Bank Name BARB	Date 22/08/2022
Bank CIN 10004152022082212936	REF No. 1316478652
This is computer generated receipt, hence no signature is required.	

ट न न १२	
दस्त क्र. १०७४९/२०२२	
3	१६५



Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 2208202214157	Date 22/08/2022
Received from MEXTECH PROPERTY DEVELOPERS LLP , Mobile number 9820995019, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office Joint S.R, Thane 12 of the District Thane.	
Payment Details	
Bank Name BARB	Date 22/08/2022
Bank CIN 10004152022082212898	REF No. 1316478271
This is computer generated receipt, hence no signature is required.	

ट न न १२	
दस्त क्र. १०५४२/२०२२	
४	१६५





मुद्रांक जिल्हाधिकारी, ठाणे (शहर) यांचे समोर
महाराष्ट्र मुद्रांक अधिनियमा चे अंतर्गत कलम ३१ खालील प्रकरणातील आदेश
अर्जदार :- मे. मेक्सटेक प्रॉपर्टी डेव्हलपर्स एलएलपी

जा.क्र.अभिनिर्णय प्र.क्र. ३९८/२२/१०६०६२/२०२२
सह जिल्हा निबंधक वर्ग-१ तथा मुद्रांक जिल्हाधिकारी,
ठाणे (शहर) यांचे कार्यालय, खोली क्र.४०६,४ था माळा,
जिल्हाधिकारी कार्यालय इमारत. आवार, ठाणे (प).
दि. २२/६/२०२२.

प्रस्तावना -

१. संलेखाचा प्रकार :- विकास करारनामा
२. संलेख लिहून देणार :- मे. फेरमेन्स बायोटेक लिमिटेड
३. संलेख लिहून घेणार :- मे. मेक्सटेक प्रॉपर्टी डेव्हलपर्स एलएलपी तर्फे भागीदार श्री. अनिल मुथा व इतर
४. मिळकतीचे वर्णन :- सर्व्हे नं. १४६/१, क्षेत्र १८० चौ.मी., सर्व्हे नं. १४९/३, क्षेत्र २४०० चौ.मी.,
सर्व्हे नं. १५४/३, क्षेत्र ६०० चौ.मी., सर्व्हे नं. ४१२/१, क्षेत्र ३६०० चौ.मी.,
सर्व्हे नं. ४१४/१/क/२, क्षेत्र २०३२० चौ.मी., एकूण क्षेत्र २७१०० चौ.मी.,
मीजे- माजिवडे, ता - जि - ठाणे.

२/- प्रस्तुत अर्जदार यांनी महाराष्ट्र मुद्रांक अधिनियमा चे अंतर्गत कलम ३१ पोटनियम (१) मधील तरतुदीनुसार मुद्रांक जिल्हाधिकारी, ठाणे (शहर) यांचेकडे दिनांक २९/०७/२०२२ रोजी अभिनिर्णय अर्ज दाखल केला आहे. अर्जासोबत दि. २६/०६/२०२२ रोजी निष्पादन केलेले विकास करारनाम्याचे प्रारूप व प्रतिज्ञापत्र इत्यादी कागदपत्रे सादर केली असून संलेखातील मुद्रांकाबाबत अभिनिर्णय मिळण्यासाठी विनंती केली आहे. तसेच अर्जदार यांनी अभिनिर्णय ऑनलाईन अर्ज दि. २७/०७/२०२२ रोजी केला असून, अभिनिर्णय फी रु. १००/- चलन क्र. MH004692021202223E दि. २८/०७/२०२२ रोजी शासनाच्या लाभात जमा केली आहे.

३/- अर्जदार यांनी प्रस्तुत विकास करारनाम्याचे संलेखावर किती मुद्रांक शुल्क आकारता येईल. या प्रयोजनार्थ अर्जासोबत उक्त अधिनियमातील कलम ३१ (२) नुसार खालील कागदपत्रे सादर केली आहेत.

१. महाराष्ट्र मुद्रांक अधिनियमा चे अंतर्गत कलम ३१(२) नुसार प्रतिज्ञापत्र.
२. विकास करारनाम्याचे प्रारूप

४/- विषयांकित दस्तातील विषय वस्तु असलेल्या मुद्रांक शुल्क निर्धारण करणेकरिता विकास करारनाम्यातील मिळकत सर्व्हे नं. १४६/१, क्षेत्र १८० चौ.मी., सर्व्हे नं. १४९/३, क्षेत्र २४०० चौ.मी., सर्व्हे नं. १५४/३, क्षेत्र ६०० चौ.मी., सर्व्हे नं. ४१२/१, क्षेत्र ३६०० चौ.मी., सर्व्हे नं. ४१४/१/क/२, क्षेत्र २०३२० चौ.मी., एकूण क्षेत्र २७१०० चौ.मी., मीजे- माजिवडे, ता - जि - ठाणे येथील आहे.

ट न न १२	
दस्त क्र. १०७४२/२०२२	
५	१६८



५/- विषयांकित दस्त हा विकास करारनाम्याचा असून, सदर प्रकरणामध्ये सादर असलेल्या दस्ताचे अवलोकन केले असता मौजे-माजिवडे, ता. जि. ठाणे येथील स.नं. १४६/१, स.नं. १४९/३, स.नं. १५४/३, स.नं. ४१२/१ व स.नं. ४१४/१/क/२ एकूण जमिन क्षेत्र ४४,०१३.७५ चौ.यार्ड म्हणजेच ३६८००.७९ चौ.मी. इतके आहे. सदर क्षेत्रातून रस्त्यासाठी ८४८० चौ.मी. वजा जाता २८३३४ चौ.मी. इतके जमिन क्षेत्र शिल्लक राहते असे दस्तातील पान क्र. ३ व ४ परिच्छेद क्र. (ii) व (iii) मध्ये नमुद आहे. सदर जागेवर पोर्शन-अ, पोर्शन-बी व पोर्शन-सी हे प्रोजेक्ट झालेले आहेत. आता पोर्शन-डी हा प्रोजेक्ट उर्वरित जागेमध्ये होणार आहे. ठाणे महानगरपालिकेकडील भोगवटा दाखला दि. ३१/१२/२०१५ नुसार पोर्शन-अ, पोर्शन-बी व पोर्शन-सी यांचे एकूण बांधकाम क्षेत्र १२६७९.८९ चौ.मी. बिल्टअप इतके बांधकाम झालेले आहे. तसेच मंजूर बांधकाम नकाशा क्र. टिएमसी/टिडी-डीपी/टिपीएस/२००/व्ही.पी.नं. २००७/८७ दि. ३१/१२/२०१५ अन्वये कॅन्टींगचे बांधकाम क्षेत्र ६८५.४२ चौ.मी. बिल्टअप इतके नमुद आहे. तसेच वास्तुविशारद सुवर्णा घोष आर्किटेक्ट, रजि. नं. सीए/९१/१४३२४, जांभळी नाका, ठाणे यांचेकडील दि. २८/०७/२०२२ रोजीच्या दाखल्यामध्ये अॅमिनिटी स्पेस क्षेत्र २८२९.७६ चौ.मी. हे ठाणे महानगरपालिकेला हस्तांतर करणेतबाबत नमुद आहे. दस्तातील अटी व शर्ती खालील प्रमाणे आहेत.

१) विकासक हे मालक यांना एकूण बांधकामापैकी १२०००० चौ.फुट कारपेट क्षेत्राचे निवासी बांधकाम देणार आहेत. तसेच बांधकामानुसार पार्किंग देणार आहेत. (पान क्र. ३९ परिच्छेद क्र. ५.१(a))

२) विकासक हे मालक यांना परतावा अनामत रक्कम रु. १५,००,००,०००/- देणार आहेत. (पान क्र. ४१ परिच्छेद क्र. ५.२)

३) विकासक हे मालक यांस ५०० चौ.फुट बांधीव क्षेत्राची सोसायटी केबीन बांधून देणार आहे. त्याबद्दल्यात जमिन मालक हे विकासकास रु. ८,०००/- प्रति चौ.फुट प्रमाणे त्याची किंमत देणार आहेत. (पान क्र. ३५ व ३६ परिच्छेद क्र. e(i))

४) विकासक हे आयटी ऑफिसला २१४ कार पार्किंग व १५० टू व्हीलर पार्किंग देणार आहेत. (पान क्र. ५५ परिच्छेद क्र. १०.२)

५) बांधकाम पूर्ण करणेचा कालावधी ६ वर्षे इतका नमुद आहे. (पान क्र. ५४ परिच्छेद क्र. १०.१)

६) सदरचे बांधकाम हे रंग अंतर्गत होणार आहे. (पान क्र. ७२ परिच्छेद क्र. १६.५)

७) प्रकरणासोबत सादर असलेल्या मंजूर बांधकाम नकाशा क्र. टिएमसी/टिडी-डीपी/टिपीएस/२००/व्ही.पी.नं. २००७/८७ दि. ३१/१२/२०१५ अन्वये ताब्यात नसलेले क्षेत्र १५६२.२५ चौ.मी. इतके असल्याचे नमुद आहे.

८) दस्तातील पान क्र. ८ व ९ वरील परिच्छेद क्र. १३बी मध्ये विकासकाच्या ताब्यात नसलेले १५६२.२५ चौ.मी. क्षेत्रावर भविष्यात काही एफएसआय मिळाल्यास त्याबाबत पुरवणीकरार करणेत येणार असल्याबाबत नमुद आहे.

९) युडीसीपीआर-२०२० मधील दुरुस्ती आदेश क्र. सीअर २३६/१८(पार्ट-१) दि. ०१/०३/२०२१ मधील परिच्छेद क्र. १.५सी मध्ये अॅन्सल्लरी एफएसआय हे फक्त बॅलन्स पोटेन्शियल वरतीच अनुज्ञेय आहे असे नमुद आहे. म्हणून अॅन्सल्लरी एफएसआय प्रदान करताना एकूण अनुज्ञेय बांधकाम क्षेत्रातून पूर्वी मंजूर असलेले बांधकाम क्षेत्र वजा जाता उर्वरित क्षेत्र हिशोबित घेतले जाईल आहे.

दस्त क्र. ७०७२२ / २०२२

६ ७६२



१०) प्रकरणासोबत सादर करणेत आलेल्या मंजूर बांधकाम नकाशांमध्ये जागेचे क्षेत्र २८३३४ चौ.मी. इतके असून सदर क्षेत्रातून ताब्यात नसलेले क्षेत्र १५६२.२५ चौ.मी. वजा जाता शिल्लक क्षेत्र २६७७१.७५ इतके राहते. तसेच सदर प्रकरणासोबत सादर करणेत आलेल्या वास्तुविशारद श्रीमती सुवर्णा घोष, सुवर्णा घोष आर्किटेक्ट, जांभळी नाका, ठाणे यांचे कडील दि. २८/०७/२०२२ रोजीच्या दाखल्यामध्ये सदर जागेस २० मी. रुंदीचा रस्ता असल्याचे नमुद आहे. सदर दाखल्यामध्ये जागेचे क्षेत्र २६७७१.७५ चौ.मी. इतके आहे. सदर जागेतून रस्त्यासाठी १२४० चौ.मी. क्षेत्र व अॅमिनिटीजसाठी २८२९.७६ चौ.मी. क्षेत्र असे एकूण ४०६९.७६ चौ.मी. क्षेत्र वजा जाता २२७०१.९९ चौ.मी. इतके जमिन क्षेत्र शिल्लक राहते. सदर जागेवर १.१० एफएसआयनुसार २४९७२.१९ चौ.मी., ०.५० प्रिमियम एफएसआयनुसार १३३८५.८७ चौ.मी. व ०.९० टिडीआरनुसार २४०९४.५७ चौ.मी. असे एकूण एफएसआय ६२४५२.६३ चौ.मी. इतका होत आहे. सदर एफएसआयवर ६० टक्के अॅन्सल्लरी एफएसआय २९४५२.४४ चौ.मी. (एकूण अॅन्सल्लरी एफएसआय ३७४७१.५८ चौ.मी. इतके आहे. सदर अॅन्सल्लरी एफएसआयमधून पूर्वी झालेले एकूण १३३६५.२३ चौ.मी. बिल्टअप बांधकाम क्षेत्रावर ६० टक्के येणार अॅन्सल्लरी क्षेत्र ८०१९.१४ चौ.मी. वजा करता २९४५२.४४ चौ.मी. इतके अॅन्सल्लरी एफएसआय शिल्लक राहते) विचारात घेतल्यास एकूण अनुज्ञेय एफएसआय ९१९०५.०७ चौ.मी. इतके होत असल्याचे दाखल्यात नमुद आहे.

६/- विषयांकित दस्तातील मिळकतीचे सहायक नगररचनाकार यांनी जमीन मालक यांना मिळणा-या मोबदल्याचे बाजारमूल्य रक्कम रु. ४७,९४,०४,५००/- व विकसनकर्त्याला मिळणा-या हिश्याचे बाजारमूल्य रक्कम रु. २२२,०३,२८,५००/- इतके निश्चित केले आहे. जमीन मालक यांना मिळणा-या मोबदल्याचे बाजारमूल्य रकमेपेक्षा विकसनकर्त्याला मिळणा-या हिश्याचे बाजारमूल्य रक्कम रु. २२२,०३,२८,५००/- हे जास्त असल्याने, यावर महाराष्ट्र मुद्रांक अधिनियमाचे अनु- ५(g-a)(i) अन्वये ५% प्रमाणे रक्कम रु. ११,१०,१६,४२५/- इतके म्हणजेच रक्कम रु. ११,१०,१६,५००/- इतके मुद्रांक शुल्क वसूल करणे आवश्यक आहे.

खालील अटी व शर्ती यांच्या अधिन राहून सदर प्रकरणांत अंतिम आदेश पारीत करण्यात येत आहेत.

१. महाराष्ट्र मुद्रांक अधिनियम कलम ३२ B व कलम ५३ (१A) च्या अधीन राहून सदरहू आदेश पारीत करणेत येत आहेत.
२. महाराष्ट्र मुद्रांक अधिनियम कलम २८ मध्ये नमुद केल्याप्रमाणे मुद्रांक शुल्क /मुल्यांकन आकारणीस पात्र असलेल्या शुल्काच्या रक्कमेवर ज्याचा परिणाम होईल असे प्रतिफल सर्व तथ्य व परिस्थिती याबाबी संलेखात पुर्णपणे व खरेपणाने नमुद केलेल्या आहेत असे अर्जदारांनी प्रतिज्ञापत्राद्वारे खात्री करून दिली आहे. कलम २८ चे तरतुद संबंधी अर्जदार यांनी अनुपालन न केल्यास कलम-६२अन्वये शास्तीची कार्यवाही करणे आधिन राहून आदेश देत आहे.
३. कलम २८ चे अनुपालन न केल्याचे भविष्यात निर्देशनास आल्यास मुंबई मुद्रांक अधिनियम कलम ४६ व महाराष्ट्र जमिन महसूल संहिता १९६६ अन्वये शास्तीसह मुद्रांक शुल्क वसूल करणेचे आधीन राहून आदेश देणेत येत आहे.
४. दस्तातील नमुद लिखाणाच्या व सोबत सादर केलेल्या कागदपत्राच्या खरेखोटेपणा संदर्भात हे कार्यालय जबाबदार राहणार नाही. याबाबतची संपूर्ण जबाबदारी दस्त निष्पादकावर राहिल.
५. सदर दस्तातील नमुद मिळकतीच्या संदर्भात कोणत्याही न्यायालयात दावा अथवा वाद चालू असेल तर त्याची संपूर्ण जबाबदारी दस्त निष्पादकावर राहिल.

ट न न १२	
दस्त क्र. १०७४२/२०२२	
७	१६



अंतिम आदेश

घर नमुद केलेल्या बाबीच्या पार्श्वभूमीवर मी खाली स्वाक्षरी करणार मुद्रांक जिल्हाधिकारी, ठाणे शहर प्रशनाधिन विकास करारनाम्याचे संलेखावर महाराष्ट्र मुद्रांक अधिनियमाचे अनु- ५(g-a)(i) अन्वये ५% प्रमाणे रक्कम रु. ११,१०,१६,५००/- (अक्षरी रक्कम रु. अकरा कोटी दहा लाख सोळा हजार पाचशे मात्र) इतके मुद्रांक आकारणेचे आदेश देण्यात येत आहेत. सदरील मुद्रांक शुल्क आपणांस मान्य असल्यास हा अंतरीम आदेश प्राप्त झाल्यापासून ६० दिवसांच्या आत दस्तावर मुद्रांक शुल्काचा भरणा GRAS या प्रणालीव्दारे ऑन-लाईन <https://gras.mahakosh.gov.in/> echallan या वेबसाईटवरून करता येईल. उपरोक्त मुद्रांक शुल्क रु. ११,१०,१६,५००/- लेखाशिर्ष (HEAD) ००३००५१७०१ देय आहे. सदर रक्कम ऑन-लाईन भरल्यानंतर संबंधित पक्षकाराने चलनाची प्रत या कार्यालयात सादर करावी.

ठिकाण :- ठाणे

दिनांक :- / / २०२२



(नारायण राजपूत)
मुद्रांक जिल्हाधिकारी,
ठाणे (शहर)

- प्रत:- १. मे. मेक्सटेक प्रॉपर्टी डेव्हलपर्स एलएलपी
२. सह दुय्यम निबंधक ठाणे क्र. १ ते १२.

ट न न १२	
दस्त क्र. २०७१२ / २०२२	
८	११८५



प्रमाणपत्र

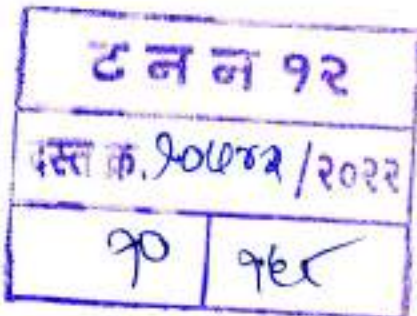
प्रमाणित करण्यात येते की, अभिनिर्णय प्र.क्र. ३९८/२०२२ करिता मे. मेक्सटेक प्रॉपर्टी डेव्हलपर्स एलएलपी यांनी मुद्रांक शुल्क रक्कम रु. ११,१०,१६,५००/- (अक्षरी रु. अकरा कोटी दहा लाख सोळा हजार पाचशे मात्र) GRAS प्रणाली अंतर्गत दिनांक १८/०८/२०२२ रोजी भरलेली असून, त्यांचा GRN NO. MH006512759202223M असा आहे. सदरचा भरणा शासन जमा झाल्याबाबतची खात्री GRAS प्रणाली द्वारे करण्यात आली असून, चलन दि.२२/०८/२०२२ रोजी विरूपित (DEFACE) करण्यात आले आहे.

ठिकाण :- ठाणे

दिनांक :- / / २०२२



(नारायण राजपूत)
मुद्रांक जिल्हाधिकारी
ठाणे (शहर)





महाराष्ट्र MAHARASHTRA

2022

BP 398693



DEVELOPMENT AGREEMENT

ट न न १२	
दस्त क्र. १०७४२/२०२२	
११	१६६



[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten mark]

[Handwritten mark]

जातिपत्र २

20 JUL 2022

सिद्धि खेदी मीठवारी अनुमतीसाठी

दिनांक

व्यक्तीचा नाव

परत मीठवारी करणे आहे का ? - होय/नाही

विवाहकालीन पालक नाव

मुद्रांक संस्था/विवाहकालीन नाव व पत्ता FERMENTA-BIOTECH LIMITED

हस्ताक्षर पत्र/हस्ताक्षर नाव व पत्ता

हस्ताक्षर असेल/नाही

हस्ताक्षर

परत मीठवारीसाठी मुद्रांक दिवनेल्याची रक्क (प्रयोग आर. दुबे)

मुद्रांक दिवनेल्या पत्ता - आदेशवर मुद्रांक, शांती पार्क, मोर रोड (पूर्व), जाले

परत मीठवारी करणे १२०१०४९

मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधकारक आहे.

20 JUL 2022

300955



ट न न १२	
दस्ता क. १०७४२ / २०२२	
१२	१६८



CERTIFICATE

U/s 32 (1) (b) of the Maharashtra Stamp Act
Office of the Collector of Stamps, Thane (City)

Case No. Adj. 398/2022 Received Adj. Fee Rs. 100/-
Vide Challan Receipt No. Date 28/7/2022
Received from Shri. MH005692021202223E
..... MEXTech PROPERTY DEVELOPERS LLP
Residing at.....
Stamp Duty of Rs. (11,10,16,500/-) Eleven Crore Ten
Lakh Sixteen Thousand Five Hundred only.
Vide Challan No. Dated 18/08/2022
MH006512759202223M

Certificate under section 32 (1) (b) of
the Maharashtra Stamp Act that the full duty of
Rs. 11,10,16,500/- with which this instrument is
chargeable has been paid vide article No. 5(9-a)(i)
of schedule I of Maharashtra Stamp Act 1958.

This certificate is subject to the provision of
section 53 A of Maharashtra Stamp Act

Place : Thane
Date: 1 / 120

(Narayan Rajput)

Collector of Stamps, Thane (City)

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made at Thane this 20th day
of July in the Christian Year Two Thousand Twenty Two (2022):

BY AND AMONGST THE FOLLOWING PARTIES

1. **FERMENTA BIOTECH LIMITED** (CIN: L99999MH1951PLC008485) (formerly known as **DIL Limited** and prior to that known as **Duphar Interfran Limited** and prior to that known as **Crookes Interfran Limited** and prior to that known as **International Franchises Private Limited**), a company originally incorporated under the provisions of the Indian Companies Act, 1913 and deemed registered under the provisions of the Companies Act, 1956 and 2013 respectively and having its registered office at A-1501, Thane One, DIL Complex, Ghodbunder Road, Majiwade, Thane 400610, Maharashtra, hereinafter referred to as the "Owner"



[Signature]

[Signature]

1

[Signature]

[Signature]



(which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and permitted assigns) of the **ONE PART**;

AND

2. MEXTECH PROPERTY DEVELOPERS LLP (LLPIN : AAZ-3602) a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 and having its registered office at 2403, Marathon Futurex, Mafatlal Mills compound, N.M. Joshi Marg, Lower Parel, Mumbai 400 013, Maharashtra, hereinafter referred to as the "**Developer**" (which expression shall unless it be repugnant to the context and meaning thereof be deemed to mean and include its successors-in-title and permitted assigns),

TOGETHER WITH

3. Mr Anil Mutha (PAN: AEWPM0963J), an Indian adult, having address at 2403, Marathon Futurex, Mafatlal Mills compound, N.M. Joshi Marg, Lower Parel, Mumbai 400 013, **Mr Rajesh R Patel** (PAN: AAAPP5172E), an Indian adult, having address at 1001, Dev Corpora, Near Cadbury Junction, Thane West - 400601, and **Mr Hiren Hansraj Chheda** (PAN: AALPC5377K), an Indian adult, having address at 7 Odysee IT Park, Road no.9, Near Old Passport Office, Wagle Estate, Thane West-400604, hereinafter collectively referred to as the "**Partners**" and individually as a "**Partner**" (which expression shall unless it be repugnant to the context and meaning thereof be deemed to mean and include its successors-in-title and permitted assigns), of the **OTHER PART**.

The Seal of the Col
Mumbai

ट न न १२	
WHEREAS:	
दस्त क्र १०१९२ / २०१९	
१०	(i) The

The Owner has represented to the Developer as follows:

(i) The Owner company was originally incorporated as International Franchises Private Limited under the provisions of Companies Act, VII of 1913 on 1st May, 1951; thereafter the name of International Franchises Private Limited was changed to Crookes Interfran Limited under the provisions of the Indian Companies Act, 1956 (I of 1956) dated 19th April 1963 and a 'Fresh Certificate of



Handwritten signature

Handwritten signature

Handwritten signature

Handwritten signature

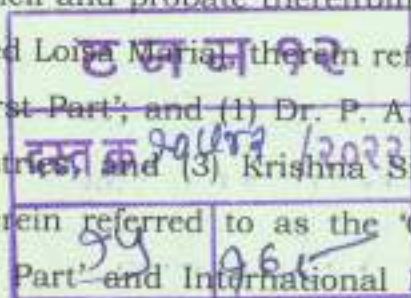
Handwritten signature



Incorporation Consequent to Change of Name' was issued by the Asst. Registrar of Companies, Bombay, Maharashtra, to that effect; thereafter the name of Crookes Interfran Limited was changed to Duphar Interfran Limited under the provisions of the Companies Act, 1956, dated 1st May 1971, and a 'Fresh Certificate of Incorporation Consequent to Change of Name' was issued by the Asst. Registrar of Companies, Bombay, Maharashtra to that effect; thereafter the name of Duphar Interfran Limited was changed to DIL Limited under the provisions of the Companies Act, 1956 dated 13th October 2003 and a 'Fresh Certificate of Incorporation Consequent to Change of Name' was issued by the Asst. Registrar of Companies, Bombay, Maharashtra, and thereafter consequent to amalgamation of Fermenta Biotech Limited with DIL Limited, the name of DIL Limited was changed to Fermenta Biotech Limited, under Rule 29 of Companies (Incorporation) Rules, 2014, dated 17th October 2019 and a 'Fresh Certificate of Incorporation Pursuant to Change of Name' was issued by the Registrar of Companies, Mumbai, Maharashtra.



By and under an indenture dated 6th June 1959 duly registered with the office of the Sub-Registrar of Assurances at Thane, bearing Serial No. 583 at pages 155 to 176, volume 671 of Book No. J, made between (1) Dr. Cecelia De'Monte, (2) Miss Violetta De'Monte, (3) Earnest De'Monte (for self and as constituted attorney of Dr. Cecelia De'Monte and Miss Violetta De'Monte), (4) Dr. Miss Ursula De'Monte, and (5) Frank De'Monte (Sr.No.1 & 4 also acting as executrices under the will and codicil and probate therefrom in respect of the estate of deceased ~~Loisa Maria~~ ^{हजम १२} therein referred to as the 'Vendors of the First Part', and (1) Dr. P. A. Desai, (2) Jaydeep Papers Industries, ^{दस्तावेज २०६४३ / २०२३} and (3) Krishna Silicate and Glass Works Ltd., therein referred to as the 'Confirming Parties of the Second Part' and International Franchises Private Limited, therein referred to as the 'Purchaser of the Third Part' and the Owner herein (now known as Fermenta Biotech Limited), the Vendors therein with the consent and confirmation of the Confirming Parties therein, sold,



[Handwritten signature]

[Handwritten signature]

[Handwritten signature]



transferred, conveyed, and assured unto and in favour of the Purchaser therein (being the Owner herein) all that pieces and parcels of land admeasuring, in aggregate about 9-3-12 (A-G-A) equivalent to 44,013.75 square yards situate, lying, and being at Village Majiwade, Taluka and District Thane, Maharashtra (hereinafter referred to as the said "**Larger Land**") for the consideration and on the terms and conditions recorded therein and bearing following land description.

Sr. No.	Survey No./ Hissa No.	Area (A-G-A)
1	154 (part)	0-16-0 out of 5-05-0
2	149 (part)	1-13-0 out of 2-32-0
3	412 (part)	1-02-0 out of 3-11-0
4	146/1	0-1-12
5	414/1 (part)	6-11-00 out of 6-27-00

- (iii) The Owner thereafter from time to time transferred or otherwise disposed of certain area of the said Larger Land measuring about 8,480.00 square meters to various entities, including for road widening, and retained unto itself an area measuring about 28,334.00 square meters as owner thereof.
- (iv) The Owner is engaged, inter alia, in the business of manufacturing pharmaceuticals & related chemicals.
- (v) 'Non-Agriculture permission' from the Collector, Thane, permitting industrial use of the land measuring about 28,334 square meters for construction of factory structures was granted, and the *sanad* pursuant thereto was also obtained.

(vi) Pursuant to the aforesaid 'Non-Agriculture permission' and in accordance with the sanctioned plans and approvals obtained from time to time by the Owner (then known as *Duphar Interfran Ltd.*) from competent authorities, the Owner (then known as *Duphar Interfran Ltd.*) constructed factory structures on the portion of the land measuring about 28,334 square meters or thereabouts for its business purpose.

- (vii) In or around the year 2005, pursuant to the sub-division measurement of the said Larger Land by Taluka Inspector of



Handwritten signature: P. Raju

Handwritten initials: AR

Handwritten initials: AR

Handwritten initials: AR



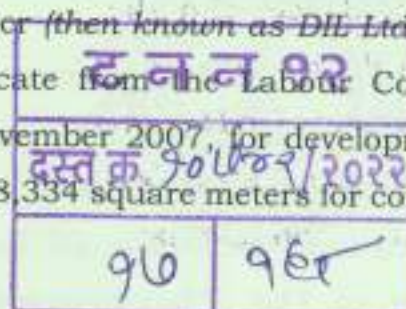
Land Records, bearing Du.Re. no. 266/05 dated 29th October 2005, read with Tehsildar Letter, bearing Ref. No. Mahsul/Desk-1/Te-3/Hakkanond 7646 S.R.-1390-05, dated 16th November 2005, the said Larger Land was sub-divided into following *hissa* numbers and accordingly new 7/12 extracts were generated.

Survey No.	Hissa No.	Area (H-R-P)	Owner/occupants
146	7	0-01-80	Crookes Interfan Ltd.
149	1	0-06-5	Shrivardhan Trust
	2	0-06-78	Krushna Glass Pvt. Ltd.
	3	0-24-00	Crookes Interfran Ltd.
	4	0-75-84	Krushna Glass Pvt. Ltd.
154	1	1-57-0	Shrivardhan Trust
	2	0-33-0	Krushna Glass Pvt. Ltd.
	3	0-06-0	Crookes Interfran Ltd.
	4	0-11-0	Krushna Glass Pvt. Ltd.
412	1	0-36-0	Crookes Interfran Ltd.
	2	0-90-5	Krushna Glass Pvt. Ltd.
414/1	1A	0-40-0	Shrivardhan Trust
	1B	0-13-4	Krushna Glass Pvt. Ltd.
	1C	2-15-54	Crookes Interfran Ltd.
	1D	0-01-16	P.R. Parekh



(viii)

In or around the year 2007, due to rapid urbanization of the area, the management of the Owner (*then known as DIL Ltd.*) decided to close the factory and shut down its business operations being run from the factory structures standing on the portion of the land measuring about 28,334 square meters, and instead proposed to develop the said land, including by constructing an IT Park building thereon. Accordingly, the Owner (*then known as DIL Ltd.*) obtained a 'No Objection' certificate from the Labour Commissioner, Thane, dated 19th November 2007, for development of land admeasuring about 28,334 square meters for construction of corporate offices.



(ix)

With intent to develop the land admeasuring about 28,334 square meters, the Owner (*then known as DIL Ltd.*) got the



Handwritten signature

Handwritten signature

5

Handwritten signature

Handwritten signature



layout and building plans sanctioned by the Thane Municipal Corporation ("TMC") and obtained a Commencement Certificate dated 6th March 2012, read with Amended Commencement Certificate dated 18th September 2012, read with further Amended Commencement Certificate dated 31st December 2015. The Owner (then known as DIL Ltd.) constructed an IT / ITES building, known as *Thane One*, consisting of ground plus 16 upper floors, and the Utility Building (as defined below) on the land earmarked as **Portion-A** and **Portion-C** respectively on the plan marked and annexed as **ANNEXURE "B"** hereto, by consuming and utilizing 12679.81 square meters built-up area ("**Utilised FSI**"), and the Owner obtained an Occupation Certificate, dated 31st December 2015, from the TMC, in respect of the said buildings. Furthermore, for purposes of such development, the Owner mortgaged 1st to 13th floors of the Thane One office building in favour of its lender, i.e., Bajaj Finance Limited, and the said mortgage(s) is/are subsisting as on the date hereof and the details whereof are more particularly listed in **ANNEXURE "C"** hereto. Furthermore, on the land located in the area earmarked as **Portion-B** of the plan marked and annexed as **ANNEXURE "B"** hereto, the Owner has constructed a canteen for use by the occupants of Thane One, by consuming and utilizing 685.42 square meters built up area ("**Additional Utilized FSI**"), and which canteen is proposed to be demolished and replaced with the Parking Lot and Open Canteen, exclusively for the said IT Office Building, upon the land located in the area earmarked as **Portion-B** on the plan marked and annexed as



ट न न १२	
दस्त क्र. १०६१२/२०१२	
१५	१६

ANNEXURE "B" hereto.

As mandated under the commencement certificates referred to above, an area measuring 1,234.00 square meters (as per measurement) and 1,240.00 square meters (as per 7/12 extract) towards 20 Mtr. DP Road was handed over by the Owner to TMC ("**Surrendered Area**") and consequently, pursuant to the sub-division, measurement of Survey No./Hissa No. 414/1C by the Taluka Inspector of Land Records, bearing No. DIL/Ka.Vi.165/Pot Hissa/Mauje



Mauje

an

an

an

an



Majiwada/Survey No.414 Hissa No.1/C/Du. Re. No.766/12, dated 28th September 2012/1233, read with Tehsildar Letter No. Mahsul/Desk-1/Hakkanond/1/Te-3/Ka.Vi.18756/19095/12, dated 16th October 2012, the Survey No./Hissa No.414/1C was sub-divided into the following *Hissa* numbers, and accordingly new 7/12 extracts were generated.

Survey No.	Hissa No.	Area (H-R-P)	Owner/occupants
414/1C	1C/1	0-12-4	Thane Municipal Corporation (20 Mtr. wide road)
	1C/2	2-03-14	DIL Limited (Owner)

- (xi) Since the Owner has stopped its industrial business operations, closed the factory located thereon, and surrendered the corresponding factory license to the Directorate of Industrial Safety and Health Thane, the said Directorate of Industrial Safety and Health Thane, pursuant to its letter dated 22nd August 2016, deleted the Owner's name (*then known as DIL Ltd.*) from the Factory Register on 10th August 2016.

- (xii) In the premises as aforesaid, the Owner is now seized and possessed of, and otherwise well and sufficiently entitled to all those pieces and parcels of land admeasuring in aggregate 27,100 square meters or thereabouts (including the area of approx. 1,562 square meters situated on the south-east portion of the said Property (as defined below), the possession of which is further discussed and disclosed in Recital A(xiii)(b) below), together with the said buildings standing thereon and situated, being and being at Village Majiwade, Taluka, and District Thane within the limits of Thane Municipal Corporation, Registration District Thane and bearing the following land description:

Survey No./Hissa No.	Area (Sq. Mtrs.)
146/1	180.00
149/3	2,400.00
154/3	600.00
412/1	3,600.00



[Handwritten signature]

[Handwritten initials]

[Handwritten initials]

[Handwritten initials]



414/1/C/2	20,320.00
TOTAL	27,100.00

and more particularly described in the **FIRST SCHEDULE** hereunder written and delineated by a **RED** colour boundary line, on the plan marked as **ANNEXURE "A"** hereto (hereinafter collectively referred to as the "**said Property**").

- (xiii) The Owner being desirous of developing the balance development potential of the said Property and having been approached by the Developer and its Partners (who have jointly and severally represented to the Owner that the Developer and its Partners, have wide experience in construction and development of the real estate in and around Mumbai Metropolitan Region) and upon request made to the Owner for granting development rights in respect of the balance development potential of the said Property, the Owner has explained to the Developer the current status of the said Property and Surrendered Area as under:

- (a) The said Property is not sub-divided;
- (b) As per the Owner's knowledge, an area included in the Property, measuring about 1,562 square meters, situated on the south-east portion of the said Property, included in the land that is part of the areas earmarked as **Portion-A** and **Portion-C** on the plan marked and annexed as **ANNEXURE "B"** hereto, may not be in the Owner's full and clear possession; however, the Owner has not dealt with, encumbered or created any third party rights in respect of such area. The extent of area that may not be in Owner's full and clear possession is subject to ascertainment upon conducting the government land survey of the said Property. In the event, upon government land survey of the said Property, 1,562 square meters, or thereabouts, or any portion thereof is found in possession of the Owner, then FSI benefits of such area found in possession of the Owner shall be available to the Developer for utilization and

ट न न १२	
दस्त क १०८४९ / २०२२	
२०	१६



[Handwritten signature]

[Handwritten initials]

[Handwritten initials]

[Handwritten initials]

[Handwritten signature]



consumption on the said Property, in accordance with this Agreement. On the happening of such event, the Parties shall execute a separate Agreement for the purpose of payment of stamp duty thereon;

- (c) The Owner has handed over the Surrendered Area to TMC and is awaiting FSI/DR benefits of the same, to be granted by TMC. The said FSI/DR benefit shall be utilized and consumed in the balance development of the said Property, in accordance with this Agreement;
- (d) For the sake of convenience, the said Property has been demarcated, as under, into four portions earmarked as **Portion-A**, **Portion-B**, **Portion-C**, and **Portion- D** on the plan annexed and marked as **ANNEXURE "B"** hereto.

- (xiv) The Owner has constructed the above-mentioned IT building, known as *Thane One*, comprising of ground plus 16 upper floors, on the portion of the said Property located in the area earmarked as **Portion-A** on the plan annexed and marked as **ANNEXURE "B"** hereto (hereinafter referred to as the "said IT Office Building"). The unit premises in the said IT Office Building have been given on leave and license / lease by the Owner and / or are in the process of being sold by the Owner to third-parties and shall duly intimate such third parties about the development of the said Property by the Developer under this Agreement. Furthermore, and as disclosed above and restated here, the Owner has mortgaged premises on 1st to 13th floors of the IT Office Building in favour of its lender, i.e., **हजल १२** Limited, and said mortgage(s) is/are subsisting as on date hereof and the details whereof are more particularly listed in **ANNEXURE "C"** hereto.

- (xv) The portion of the said Property located in the area earmarked as **Portion-B** on the plan marked and annexed as **ANNEXURE "B"** hereto shall be utilized for construction of the Parking Lot (as defined below) and Open Canteen (as defined below), exclusively for the said IT Office Building;

- (xvi) IT ancillary structures i.e. the Utility Building (as defined below), HT panel transformers, porta cabin, RMU kiosk unit, existing temple, and security cabin (hereinafter referred to as the "said **IT Amenities**"), standing on the portion of the said Property located in the area earmarked as **Portion-C** on the plan marked and annexed as **ANNEXURE "B"** hereto;
- (xvii) There is only one 12 metre paved/concrete common access including foot path, storm water drain and motorable path for the IT Building and from which the other portions of the said Property may also be accessed, which is located in the area earmarked as **Portion-C** of the plan marked as **ANNEXURE "B"** hereto (hereinafter referred to as the "said **12 MT Common Access Road**");
- (xviii) The portion of the said Property located in the area earmarked as **Portion-D** on the plan marked and annexed as **ANNEXURE "B"** hereto has not been developed, and such portion includes the amenity area to be developed and handed over to the TMC as amenity, at the cost and expense of the Developer ("**TMC Amenities Area**"), provided that the precise location and boundaries of the TMC Amenity Area, located within the area earmarked as **Portion-D** of the said plan marked and annexed as **ANNEXURE "B"** hereto, shall be determined jointly by TMC and Developer subsequent to the date of this Agreement.
- (xix) Other than the Utilized FSI, the balance development potential of the said Property is not consumed or utilized on the said Property or elsewhere.



ट न न १२	
दस्त क्र.	(i) १०८१३/२०३३
७२	१६

The Developer has represented to the Owner as follows:

- (i) The Developer has represented to the Owner that the Developer have sufficient available funds and financial wherewithal to construct and complete the said Project and perform all the rights, obligations and duties encompassed under this Agreement.
- (ii) The Developer has further represented to the Owner that neither the Developer nor Mr. Rajesh R. Patel & Mr. Anil Mutha have ever defaulted in their loan repayments to the banks and financial institutions.

Handwritten signatures and initials in the bottom left corner.

Handwritten signature: Anil

Handwritten signature: Anil

Handwritten signature: Rajesh



C. After understanding the current status of the said Property, including as aforesaid, and pursuant to independent verification of the Property documents as provided by the Owner to the Developer, its Partners, and its counsel and other agents, several negotiations ensued between the Parties hereto and pursuant thereto and relying on the aforesaid representations made by the Developer, the Owner has agreed, subject to the other provisions of this Agreement, to grant to the Developer, development rights in respect of the said Property, in the manner and as set out hereinafter, for purposes of the construction and development activities contemplated by this Agreement only, and relying on the representations of the Owner, the Developer has agreed to develop the said Property (other than the Utilized FSI) by utilizing and consuming only the Project FSI, solely for or in connection with the development and construction of the Project (as defined hereafter) contemplated by this Agreement, including: (i) the New Buildings (defined below); (ii) the TMC Amenities Area (as defined below), (iii) the said Parking Lot and the said Open Canteen (defined below); and (iv) the said 12 MT Common Access Road, and (v) such other structures and facilities as are contemplated by this Agreement, for the consideration and on the terms and conditions hereinafter recorded.

D. The Partners of the Developer have further represented to the Owner that they currently are the sole and exclusive partners of the Developer and are the sole owners of the entire partnership interest in and partnership shares of the Developer and that there is no other person that owns or has any claim to such partnership interest and / or partnership shares (whether by law, contract, or otherwise), and the Partners have further undertaken that in the event, for any reason whatsoever, the Developer is unable to implement and execute the Project pursuant to this Agreement within the time frames stated herein, then the Partners are and shall be jointly and severally liable and responsible to perform the obligations of the Developer hereunder and complete the said Project, at their own cost, charges, and expenses.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, DECLARED AND CONFIRMED BY AND BETWEEN THE PARTIES AS FOLLOWS.



[Handwritten signature]

[Handwritten initials]

[Handwritten initials]



[Handwritten signature]

1. DEFINITIONS & INTERPRETATION

1.1 **Definitions.** For the purposes of this Agreement unless the context otherwise necessarily requires, the following terms have the meanings set forth below. If a term is not defined below, in this clause 1.1, but is defined in any other provision of this Agreement, including the Recitals or any Annexure or Schedule to this Agreement, and where the definition of such term has been identified by placing the relevant term in quotation marks and setting the same off in bold text, then, for the purposes of this Agreement, unless the context otherwise necessarily requires, such term has the meaning set forth in such other provisions.

(a) **"said 12 MT Common Access Road"** has the meaning given in Recital A(xvii) above.

(b) **"Act"** or **"RERA"** means The Real Estate (Regulation and Development) Act, 2016, and includes, the rules as applicable to Maharashtra, and such circulars, notifications, office orders, orders, clarifications, or such explanations that may be issued by the competent authorities pursuant to the foregoing.

(c) **"Acceptable Lenders"** has the meaning given in clause 20.2 below.

(d) **"Additional Utilized FSI"** has the meaning given in Recital A(ix) above.

(e) **"Agreement"** means this Agreement, together with all schedules and annexures attached to it, and shall include any modifications to this Agreement as may be mutually agreed in writing and signed by the Parties hereto from time to time in accordance with the provisions hereof.

(f) **"Agreed Form"** means, in relation to a document, such document in a form agreed in writing by both Parties and/or their respective authorized representatives.

(g) **"Agreement(s) for Sale"** means the agreement(s) for sale to be executed in favour of the Purchasers of the Premises in

टनन १२	
दस्त क्र. १०७१२/२०२२	
28	१६



[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]



the New Buildings under the provisions of the RERA and shall be in Agreed Form.

(h) **"Alternate Parking Area"** has the meaning given in clause 10.2 below.

(i) **"Applicable Law"** means all laws, ordinances, statutes, rules, bye-laws, orders, decrees, injunctions, licenses, permits, approvals, authorizations, consents, waivers, privileges, regulations, judgments, awards, or other decrees or documents issued by any Competent Authority having jurisdiction over the relevant matter, as are in effect as of the date hereof or as may be amended, modified, enacted, or revoked from time to time hereinafter.

(j) **"Approvals"** mean and include all approvals, sanctions, licenses, exemptions, letters of intent, annexures, development permissions, intimations of disapproval ("IOD"), commencement certificates ("CC"), occupation certificates ("OC"), building completion certificates ("BCC"), notifications, sanction of layout plans, sanctions of building plans (and any amendments/ modifications / clarifications thereto), consents to establish and operate, approvals for electrical, sewerage, and/or water connections, for construction and for occupation (as applicable), no objection certificates, and permissions, including but not limited to approvals from any Competent Authority and/or concerned authority, including from utility companies, as the case may be, required for or connected with the development of the said Property and construction of the New Buildings and marketing and sale of the Premises, or otherwise for the Project or the execution and performance of this Agreement, or any part thereof.

(k) **"Associations"** mean the separate co-operative societies formed pursuant to the sale of the Premises in the New Buildings to Purchasers, and the sale of premises in the said IT Office Building to purchasers, as contemplated hereunder, and which associations shall be formed under the provisions of the Maharashtra Co-operative Societies Act, 1960, read with RERA. It is clarified that there shall be a separate



Handwritten signature

Handwritten signature

Handwritten signature

Handwritten signature



Association for the Owner and other purchasers of the premises in the said IT Office Building, and there may be separate associations for the Owner, Developer, and Purchasers of Premises in each of the New Buildings.

(l) **"Bank Accounts"** mean and include the Developer Master Account, Developer RERA Account, Developer Designated Account, Owner Master Account, Owner RERA Account, Owner Designated Account, Pass-Through Charges Account, Pass-Through Taxes Account, and / or such other accounts as may be required to be opened under the Act.

(m) **"Basic Configuration"** means the configuration of the residential Premises in the New Buildings, i.e., 2 BHK, 2.5 BHK and 3 BHK affordable luxury homes, and includes the Internal Amenities in accordance with Applicable Law and as may be sanctioned by the concerned authorities.

(n) **"BHK"** means bedroom(s), hall, and kitchen.

(o) **"Building Plans"** mean the plan(s) in respect of the New Buildings, as may be amended by the Developer, without causing any prejudice to the said Parking Lot, said Open Canteen, said IT Amenities, and/or Owner's Premises and which amendments shall: (i) require the Basic Configuration for the residential Premises in the New Buildings to be maintained / retained, and (ii) be made in accordance with Applicable Law. The Developer shall be entitled to amend, alter or modify the plans of the Project in any manner whatsoever, provided that the Basic Configuration shall not be changed, without the prior written consent or permission of the Owner. Any such amendment shall be shared with the Owner within 7 (seven) Business Days of finalization of such amendment by the Developer but prior to submission thereof for sanction.

टन न १२	
दस्त क्र. १०५१२/२०२२	
२६	१६

(p) **"Business Day"** means a day on which banks are open for normal banking transactions, in Mumbai and Thane, India, other than Sunday or national and public holidays in Maharashtra.



[Handwritten signature]

[Handwritten initials]

[Handwritten initials]

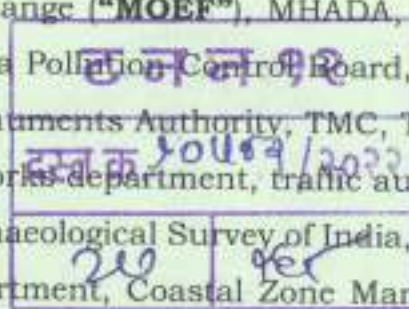
[Handwritten initials]

[Handwritten signature]



- (q) **"Carpet Area"** means carpet area as defined under RERA.
- (r) **"Car Parks"** mean the entire sanctioned car parking spaces/slots (including garages, basement parking, mechanized parking, robotic parking, tandem car parking, car parking tower, open car parking spaces) with respect to the New Buildings. It is clarified that, the Car Parks with respect to the New Buildings does not include parking spaces in the said Parking Lot and the temporary said Alternate Parking Area provided exclusively for the said IT Office Building.
- (s) **"Common Areas and Facilities"** mean and include all the common areas and facilities, located in the area earmarked as **Portion-D** of the plan set out in **ANNEXURE "B"** hereto, as per the Project Plan, prepared and finalized by the Developer and sanctioned by the concerned Competent Authority.

"Competent Authority" means any government authority, statutory authority, department, agency, commission, board, tribunal, court, self-regulatory organizations, public utility companies (whether privately or publicly owned), or any other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India, State of Maharashtra, and/or Thane Municipality, and any department, instrumentality, or agency of the foregoing, and shall include, as applicable, the Airport Authority of India, civil aviation, chief fire officer, collectors, Director General of Civil Aviation, electricity boards and/or companies, high rise committee, Ministry of Environment, Forests, and Climate Change (**"MOEF"**), MHADA, MMRDA, MahaRERA, Maharashtra Pollution Control Board, Ministry of Defence, National Monuments Authority, TMC, Transport Commissioner, public works department, traffic authorities, revenue authorities, Archaeological Survey of India, Heritage Committee, Forest Department, Coastal Zone Management Authority (Central and State level), SRA, or any other national, state, local, statutory, or self-regulatory authority having jurisdiction over any matter pertaining to the



Handwritten signature

Handwritten initials

Handwritten initials

Handwritten signature



construction and development of the Property, or otherwise in connection with the execution or performance of this Agreement by any Party.

(u) **"Confidential Information"** has the meaning given in clause 31.1 below.

(v) **"Contractor"** means any contractor(s) appointed by the Developer in relation to implementation or execution of the Project Plan and/or Building Plans and/or otherwise in connection with the development and/or construction works pursuant to this Agreement, and include any sub-contractors, employees, and agents thereof.

(w) **"Cost of Construction"** in relation to the said Parking Lot and said Open Canteen means:

(i) all statutory fees including premium payable, if any, for construction of the said Parking Lot or said Open Canteen, as the case may be;

(ii) actual construction material cost, and labour costs incurred for construction of the said Parking Lot or said Open Canteen (on such time and materials basis as shall be agreed in writing by the Owner and Developer);

(iii) development costs for the said Parking Lot or said Open Canteen, including proportionate site overhead cost exclusively allocable for such structures (on such basis as shall be agreed in writing by the Owner and Developer);

(iv) mechanical, parking system cost, including any maintenance costs required to be paid in advance prior to handover of the Parking Lot, if any, and

(v) applicable indirect Taxes on the foregoing, all at actuals.

(x) **"DCPR"** means and includes the Development Control and Promotion Regulations, as applicable to City of Thane, and any amendments or modifications thereto, from time to time

टनन १२	
दस्त क्र. १०५१२/२०२२	
२५	१६



Signature

Signature

Signature

Signature

Signature

Signature



and any government resolutions, orders, guidelines, notices, notifications, clarifications, directions, or other Applicable Laws, issued under, or in pursuance thereof.

- (y) **"Default Cure Period"** has the meaning given in clause 26.1 below.
- (z) **"Default Cure Notice"** has the meaning given in clause 26.1 below.
- (aa) **"Defaulting Party"** has the meaning given in clause 26.1 below.
- (bb) **"Developer"** has the meaning given in the identification of the Parties above.
- (cc) **"Developer Master Account"** has the meaning given in clause 9.1(d) below.



"Developer RERA Account" has the meaning given in clause 9.1(e) below.

"Developer Designated Account" has the meaning given in clause 9.1(f) below.

(ff) **"Deposits and Pass-Through Payments"** mean the amounts to be collected from the Purchasers of the Premises, including:

- (i) deposits and amounts collected from Purchasers of Premises from time to time for the formation of the Association(s) and/or Federation, as applicable, towards share application money and membership fees of such Association(s) and/or Federation, as applicable, and for maintenance and repairs;
- (ii) deposits and amounts towards maintenance charges and / or contribution towards corpus fund, including Taxes levied by any Competent Authority on the same;
- (iii) advance for outgoings, including GST thereon;

दस्तावेज क्र. १०८७२ / २०२२
२६/१२



[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]



[Handwritten signature]

- (iv) stamp duty and registration fees collected from the Purchasers to be paid to Competent Authorities;
- (v) development charges collected from the Purchasers (i.e. save and except in respect of the unsold or retained Premises of the Owner) and paid or payable to the Competent Authorities;
- (vi) statutory charges, fees, charges, expenses, deposits, payments to be received from third-party Purchasers towards any utilities and services to be provided, including electricity, water, sewerage, other agreed infrastructure, and clubs, as per the Project Plan and Building Plans;
- (vii) deposits for public utilities and connections, including water, electricity, gas, and other similar public utilities; and
- (viii) Pass-Through Taxes.

(gg) **"Developer's Premises"** has the meaning given in clause 5.1(b) below.

(hh) **"Event of Default"** has the meaning given in clause 26.1 below

(ii) **"Excluded Aspect"** has the meaning given in clause 14.1(a) below.

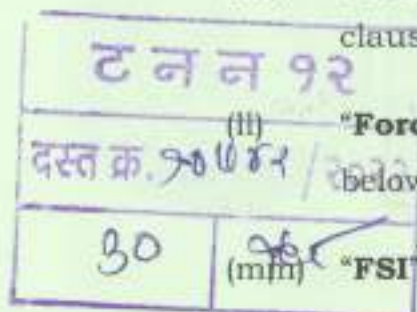
(ij) **"Federation"** has the meaning given in clause 22.2 below.

(kk) **"First Exemption Order"** has the meaning given in clause 15.1(l) below.

(ll) **"Force Majeure Event"** has the meaning given in clause 25.1 below.

(mm) **"FSI"** means floor space index.

(nn) **"GST"** means goods and services tax as applicable under
 (i) the Central Goods and Services Tax Act, 2017; and / or
 (ii) the Maharashtra Goods and Services Tax Act, 2017;
 and/or (iii) the Integrated Goods and Services Tax Act, 2017;



Handwritten signature

Handwritten signature

Handwritten signature

Handwritten signature



and/or (iv) any other indirect tax that may be levied by a Competent Authority, including interest and penalty, if any, as may be demanded by revenue authorities in Tax assessments, to the extent payable to the revenue authorities, either on crystallization thereof, or during assessment/appeal proceedings.

- (oo) **"IIAM"** has the meaning given in clause 28.1 below.
- (pp) **"Indemnified Party"** has the meaning given in clause 21.2 below.
- (qq) **"Indemnifying Party"** has the meaning given in clause 21.2 below.
- (rr) **"Internal Amenities"** mean the standard amenities provided inside the Premises (in line with Basic Configuration, Project Plan and Building Plans) and which shall include all the internal amenities listed in **ANNEXURE "D"** hereto.



"said IT Amenities" has the meaning given in Recital A(xvi) above.

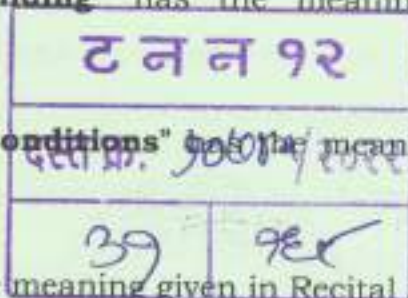
"said IT Building Occupants" mean and include the Owner, all purchasers, licensees, and lessees of the said IT Office Building, and each of their respective employees, officers, and agents, and any other visitors to and/or guests of the said IT Office Building.

- (uu) **"said IT Office Building"** has the meaning given in Recital A(xiv) above.

- (vv) **"Land Conveyance Conditions"** has the meaning given in clause 12.2 below.

- (ww) **"Larger Land"** has the meaning given in Recital A(ii) above.

- (xx) **"MahaRERA"** means the Maharashtra Real Estate Regulatory Authority, and includes its departments and instrumentalities, and any successors, assigns, and delegates thereof.



[Handwritten signature]

[Handwritten mark]

[Handwritten mark]

[Handwritten mark]

[Handwritten mark]

[Handwritten mark]



[Handwritten mark]

(yy) **"Marketing"** (with all its derivatives and grammatical variations) means and includes the sale of the Premises on ownership basis, by way of Agreement(s) to Sell, agreement(s) for sale, and/or other documents that are in Agreed Form, in accordance with the provisions of this Agreement, RERA and other Applicable Laws.

(zz) **"Minimum Sales Price"** means the sales price per square foot of Carpet Area, as fixed by the Developer, and intimated to the Owner from time to time, and below which sales price no Party shall Market their respective Premises in the New Buildings. The Parties have at present agreed to a Minimum Sales Price of Rs.15,000/- (Indian rupees fifteen thousand only) per square foot of Carpet Area. The said Minimum Sales Price excludes Taxes, Deposits, and Pass-Through Payments. The Minimum Sales Price may be revised by the Developer with at least 7 (seven) Business Days' prior intimation to the Owner, depending on the market conditions influencing the real estate. It is clarified that the Minimum Sales Price shall not apply to any sale of premises by the Owner in the said IT Office Building.

(aaa) **"New Buildings"** mean the new residential-cum-commercial buildings with the Basic Configuration and Common Areas and Facilities, that are to be constructed by the Developer on the land earmarked as **Portion-D** of the plan set out in **ANNEXURE "B"** hereto, as per the Project Plan and Building Plans, in accordance with Applicable Law, and by exploiting, consuming, and utilizing the Project FSI.

(bbb) **"Non-Defaulting Party"** has the meaning given in clause 26.1 below.

ट न न १३	
दस्त क्र. ११११२	१३/१२/२०२२
३२	१६

said Open Canteen means the open canteen to be developed and constructed exclusively for the said IT Office Building on the portion of the said Property earmarked as **Portion-B** on the plan marked and annexed as **ANNEXURE "B"** hereto, and more particularly described in the **THIRD SCHEDULE** hereunder written.



Handwritten signature

Handwritten signature

Handwritten signature

Handwritten signature

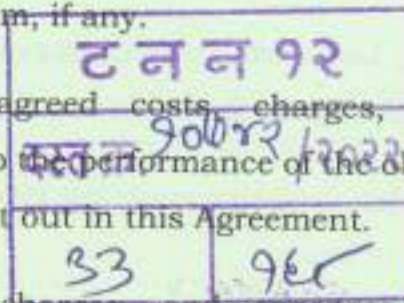
Handwritten signature



(ddd) "Owner" has the meaning given in the identification of the Parties above.

(eee) "Owner's Cost" means the following costs and expenses to be borne and paid by the Owner.

- (i) Property Taxes, non-agricultural land Taxes, and assessments (if applicable) and any applicable cess in respect of the said Property, for the period up to the date of this Agreement.
- (ii) Property Taxes, charges, outgoings statutory, or otherwise in respect of the said IT Office Building.
- (iii) Cost of Construction in relation to the said Parking Lot and the said Open Canteen to be paid to the Developer or concerned Contractor, as the case may be.
- (iv) All costs, charges, and expenses to keep-up, regularize and/or perfect the title of the Owner to the said Property, but excluding title to all or any part of: (A) the Surrendered Area, (B) the subsisting mortgages in relation to the said IT Office Building premises as stated in the above Recitals, and (C) the area of approximately 1,562 square meters that may not be in full and clear Owner's possession as referred to in Recital A(xiii)(b) above.
- (v) ULC Premium, if any.
- (vi) All other agreed costs, charges, and expenses pertaining to the performance of the obligations of the Owner as set out in this Agreement.
- (vii) All costs, charges, and expenses towards only legitimate claims, objections, or dispute raised by the licensees, lessees, an/or purchasers of the premises in the said IT Office Building, or by any third party through the Owner, including the payment, if any, required to be made to such licensees, lessees, or purchasers of premises in the said IT Office Building



or any third party, and which relate exclusively to the IT Office Building.

(viii) GST payable on sub-clause (i) to (vii) above, if any, and under clause 11.5 of this Agreement.

(fff) **"Owner Master Account"** has the meaning given in clause 9.1(a) below.

(ggg) **"Owner RERA Account"** has the meaning given in clause 9.1(b) below.

(hhh) **"Owner Designated Account"** has the meaning given in clause 9.1(c) below.

(iii) **"Owner's Premises"** has the meaning given in clause 5.1(a) of this Agreement.

(jjj) **"Owner's Premises Possession Notice"** has the meaning given in clause 11.1 of this Agreement.

(kkk) **"Parking Lot"** means the multi-level car park to be developed and constructed exclusively for the IT Office Building on the portion of the said Property earmarked as **Portion-B** on the plan marked and annexed as **ANNEXURE "B"** hereto, and more particularly described in the **THIRDSCHEDULE** hereunder written.

(lll) **"Parking Lot and Open Canteen Possession Notice"** has the meaning given in clause 11.3 below.

(mmm) **"Partner(s)"** has the meaning given in the identification of the Parties above.

ट न म १२	
दस्त क्र. १०७४२/२०२२	
३४	(०००)

(nnn) **"Party"** means either the Owner, on the one hand, or the Developer and Partners, jointly and severally, on the other, and **"Parties"** shall be construed accordingly.

(ooo) **"Pass-Through Charges Account"** has the meaning given in clause 9.1(g) below.

(ppp) **"Pass-Through Taxes"** mean and include GST and other Taxes levied under Applicable Law, and that may be collected from the Purchasers of the Premises in the New Buildings by



[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]



the Developer and the Owner and passed to any Governmental Authorities in accordance with Applicable Law and the provisions of this Agreement;

(qqq) **"Premises"** mean and include all flats, dwellings, floor areas, units, premises, offices, residential premises, retail shops, showrooms, apartments, and other premises, including Car Parks, and Internal Amenities comprised in the New Buildings to be constructed on the said Property, by utilization, consumption, and exploitation of the Project FSI of the said Property in accordance with this Agreement.

(rrr) **"Project"** means and includes the development of the Property by utilization of the Project FSI by the Developer for development and construction of the buildings, structures, facilities, and Amenities contemplated by this Agreement, in accordance with the provisions hereof, including construction and development of:

- (i) the New Buildings;
- (ii) the TMC Amenities Area, on the portion of the said Property earmarked as **Portion-D** on the plan marked and annexed as **ANNEXURE "B"** hereto;
- (iii) the said Parking Lot and the said Open Canteen;
- (iv) the 12 MT Common Access Road on the portion of the said Property earmarked as **Portion-C** on the plan marked and annexed as **ANNEXURE "B"** hereto; and
- (v) such other buildings, structures, Project Amenities as are contemplated by this Agreement and/or the Supplementary Development Agreement.

(sss) **"Project Amenities"** means the common amenities and facilities for the entire Project as per the Project Plan in accordance with Applicable Law, and of which, the minimum basic amenities that shall be provided by the Developer are set out in **ANNEXURE "E"** hereto, and which shall be further elaborated in detail in Supplementary Development Agreement.



(ttt) **"Project FSI"** means the entire and full unutilized FSI, TDR and development potential by whatever name called, and whether available at present on the said Property, or available in future up to the earlier of:

- (i) the date of transfer of the said Property to the Association(s) or the Federation formed pursuant to this Agreement, in respect of the New Buildings and IT Office Building, or
- (ii) the termination of this Agreement in accordance with its provisions, and which shall be capable of being utilized on the said Property at any time for purposes of the Project only,

and which Project FSI shall include: (A) unutilized basic zonal FSI, (B) additional FSI available on payment of premium under DCPR and Applicable Law, (C) TDR, (D) fungible, ancillary, special, incentive, compensatory FSI and /or TDR, (E) FSI / development rights in lieu of development of amenity space/areas, (F) FSI/DR in lieu of the Surrendered Area, and (G) all free of FSI areas and any areas not computed in FSI as may be available and/or permissible for utilization having regards to (A), (B) and (C) above. Provided that Project FSI shall only include the Additional Utilized FSI if the same is permitted by TMC pursuant to the demolition of the existing canteen located in the land earmarked as **Portion-B** on the plan marked and annexed as **ANNEXURE "B"** hereto. It is clarified that if such permission is not granted by the TMC, then the Additional Utilized FSI shall be included in and be deemed to be included in the Utilized FSI for purposes of this Agreement and the Project.

ट न न १२	
दस्त क्र. १०७४२/२०२२	
(uuu)	
३६	१६

"Project Manager" has the meaning given in clause 13.1 below.

(vvv) **"Project Plans"** mean the Project, layout, and other plans in respect of the Project as specified in **ANNEXURE "F"** to this Agreement, as may be amended by the Developer, without causing any prejudice to the Parking Lot, Open Canteen, IT



[Handwritten signature]

[Handwritten mark]

[Handwritten mark]

[Handwritten mark]

[Handwritten mark]

[Handwritten mark]

[Handwritten mark]



Amenities, and/or Owner's Premises, and which amendments shall be:

- (i) consistent with the Basic Configuration in respect of any residential Premises in the New Buildings, and
- (ii) made in accordance with Applicable Law.

Provided any such amendment shall be immediately shared with the Owner within 7 (seven) Business Days of finalization of such amendment but prior to submission thereof for sanction.

(www) "**Property**" has the meaning given in Recital A(xii) above.

(xxx) "**Purchasers**" mean and include individual(s), partnership firm/s, Hindu undivided families, limited company/ies, body/ies corporate, private and/or public trust/s and/or any other person/s to whom the Premises comprised in the New Buildings are Marketed and sold/disposed of, and/or agreed to be Marketed and sold/disposed of in accordance with this Agreement.

"**Recitals**" mean the above recitals to this Agreement.

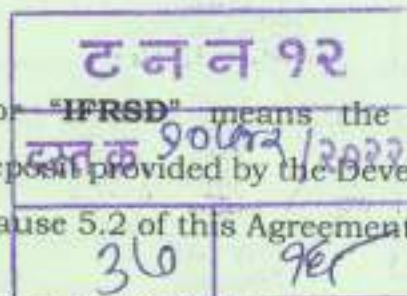
"**Revenues**" with all its derivatives, means and includes the consideration paid and/or payable by the Purchasers, being the sale price and consideration of the Premises in the manner provided in this Agreement and all other revenue and benefits that may accrue and be generated from the Project, but excluding the Deposits, Pass-Through Payments, and Pass-Through Taxes.

(aaaa) "**Security Cabin**" has the meaning given in clause 4.5(c)(i) below.

(bbbb) "**Security Deposit**" or "**IFRSD**" means the refundable interest free security deposit provided by the Developer to the Owner, as set out in clause 5.2 of this Agreement.

(cccc) "**Settlement of Dues**" means, in relation to:

- (i) the said Open Canteen and the said Parking Lot, payment of the agreed cost for construction and



development of the same, to the Developer or concerned Contractor, as applicable; and

(ii) the Owner's Premises, or any part thereof, the refund of the said Security Deposit, or the relevant part thereof, as applicable, in accordance with the provisions of this Agreement, payment of Deposits and Pass-Through Payments received by the Owner, in relation to said Owner's Premises which have been sold or agreed to be sold to any third party purchasers by the Owner, and payment by the Owner of other agreed costs and charges not defined herein, but that are payable by the Owner to the Developer pursuant to the development of the said Property in accordance with the provisions hereof.

(iii) the Open Canteen, and/the said Parking Lot, and/or the Owner's Premises, as the case may be, and any other cost forming part of Owner's Cost that is payable in accordance with this Agreement, by the Owner to the Developer, and that are payable by the Owner to the Developer pursuant to the development of the said Property in accordance with the provisions hereof, on or prior to handover of the relevant facility.

(dddd) **"Supplementary Development Agreement"** has the meaning given in clause 7.2 below.

(eeee) **"Surrendered Area"** has the meaning given in Recital A(x) above.

ट न न १२	
दस्त क्र. १०७४२ / २०१२	
१५	१५

(iii) **"Tax"** means and includes all forms of duties, levies, cesses, imposts, GST, and other transaction taxes, municipal taxes and duties, environmental taxes and duties, and any other type of taxes or duties in any relevant jurisdiction, due, payable, levied, imposed upon, or claimed to be owed in any relevant jurisdiction, other than the respective individual liabilities, such as income-tax, and any other related interest, penalties, surcharge, or fines thereon.



Khajur

am

am

am

am



(gggg) "**Term Sheet**" means the binding term sheet dated January 31, 2022 executed by the authorized representatives of the Developer and Owner in connection with the Project.

(hhhh) "**TMC**" has the meaning given in Recital A(ix) above.

(iiii) "**TMC Amenities Area**" has the meaning given in Recital A(xiii) above.

(iii) "**Transaction Documents**" means, as amongst the Parties hereto: this Agreement, the Supplementary Development Agreement, the Agreements to Sell, letters of allotment, sale deeds, and any other documents, and agreements to be entered into by the Parties (either *inter se*) or by the Parties with the Purchasers pursuant to the provisions of this Agreement.

(kkkk) "**ULC**" means urban land ceiling.

(llll) "**ULC Act**" has the meaning given in clause 15.1(l) below.

(mmmm) "**Utility Building**" has the meaning given in clause 4.5(c) below.

(nnnn) "**Utilized FSI**" has the meaning given in Recital A(ix) above, and shall include the Additional Utilized FSI, if and only if, the inclusion of the Additional Utilized FSI as part of the Project FSI is not permitted by the TMC, following demolition of the existing canteen located in the land earmarked as **Portion-B** on the plan marked and annexed as **ANNEXURE "B"** hereto.

1.2 Interpretation. Unless the context of this Agreement otherwise requires:

(a) any reference to any statute or statutory provision shall include:

(i) all subordinate legislation made from time to time under that statute or statutory provision (whether or not amended, modified, re-enacted, or consolidated); and



[Handwritten signature]

[Handwritten initials]

[Handwritten initials]



(ii) such provision as from time to time amended, modified, re-enacted, or consolidated (whether before or after the date of this Agreement) to the extent such amendment, modification, re-enactment, or consolidation applies or is capable of applying to any transactions entered into under this Agreement, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted, or consolidated) which the provision referred to has directly or indirectly replaced, to the extent applicable.

(b) words of any gender are deemed to include those of the other gender.

(c) words using the singular or plural number also include the plural or singular number, respectively.

(d) the terms "hereof", "herein", "hereby", "hereto" and derivatives or similar words refer to this entire Agreement or specified clauses of this Agreement, as the case maybe.

(e) any reference herein to any clause, or Schedule, or Annexure is to such clause of, or Schedule to, or Annexure to this Agreement. The Schedule and Annexures to this Agreement are and shall form an integral part of this Agreement.

(f) the words "directly or indirectly" mean directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements, and "direct or indirect" shall have the co-relative meanings.

ट न न १२	
दस्त क्र. १०४४/२०२२	
१००	१६५

(g) reference to the word "include" shall be construed without limitation.

(h) reference to the word "interest" in this Agreement shall mean "simple interest".

(i) each of the representations and warranties provided in this Agreement is independent of other representations and warranties, and unless the contrary is expressly stated, no



[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

