

#### सची क.2

दुय्यम निबंधक : सह दु.नि. बोरीवली 2

दस्त क्रमांक : 1332/2023

नोदंणी: Regn:63m

गावाचे नाव: मालवणी

(1)विलेखाचा प्रकार

Summe

करारनामा

(2)मोबदला

4391045

(३) बाजारमाव(भाडेपटटयाच्या वावतितपटटाकार (3) बाजा आकारणी देतो की पटटेदार ते नमुद करावे)

4024578,756

(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)

1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :सदिनिका नं: 905 इ विंग, माळा नं: नववा, इमारतीचे नाव: गॅलेक्सी हाईट्स टॉवर 1 दादासाहेब गायकवाड नगर, ब्लॉक नं: कला विद्यालय समोर गेट न 8 मालवणी, रोड : मालाड पश्चिम मुंबई 400095, इतर माहिती: सदनिकेचे एकूण क्षेत्रफळ 353.164 चौ फूट कार्पेट PUI: PN4410027490000 ( ( C.T.S. Number : 3525

(5) क्षेत्रफळ

1) 353.164 चौ.फूट

(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) इस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.

1): नाव:-महाराष्ट्र पोलीस को-ऑप हौिसँग फेडरेशन लिमिटेड तर्फे संचालक शशिकांत रामचंद्र हार्डीकर तर्फे कुलमुखत्यार अनिल र्शकर भोसले वय:-49; पत्ता:-प्लॉट नं: ५१ ते ५३ , माळा नं: -, इमारतीचे नाव: सराफ चौद्यरी नगर , ब्लॉक नं: ठाकूर संकुल कांदिवली पूर्व , रोड नं: मुंबई , महाराष्ट्र, मुम्बई. पिन कोड:-400101 पॅन नं:-ААААМ4976С

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

1): नाव:-जयेश जगन्नाय हुबळीकर वय:-44; पत्ता:-प्लॉट नं: अ-३०१ , माळा नं: -, इमारतीचे नाव: मालवणी सर्जन सीएचएस लिमिटेड , ब्लॉक नं: प्लॉट न १९ आरएससी-२ म्हाडा गेट न ८ मालवणी मालाड पश्चिम , रोड नं: मुंबई , महाराष्ट्र, मुम्बई. पिन कोड:-400095 पॅन नं:-ABMPH2737A

2): नाव:-सुचिता जयेश हुबळीकर वय:-37; पत्ता:-प्लॉट नं: अ-३०१ , माळा नं: -, इमारतीचे नाव: मालवणी सर्जन सीएचएस लिमिटेड , ब्लॉक नं: प्लॉट न १९ आरएससी-२ म्हाडा गेट न ८ मालवणी मालाड पश्चिम, रोड नं: मुंबई , महाराष्ट्र, मुम्बई. पिन कोड:-400095 पॅन नं:-ATHPK1148F

(9) दस्तऐवज करुन दिल्याचा दिनांक

27/01/2023

(10)दस्त नोंदणी केल्याचा दिनांक

27/01/2023

(11)अनुक्रमांक,खंड व पृष्ठ

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

1332/2023

263500

(13)बाजारभावाप्रमाणे नोंदणी शुल्क

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(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.



हर दुच्यम चित्रंधिक बोरीवर सबर्ड उपनगर जिल्हा.

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### AGREEMENT FOR SALE

This agreement is made and entered into at Mumbai on this 27th day of January Year Two
Thousand and Twenty-Three;

#### BETWEEN

Society registered under the provisions of Maharashtra Co-operative Societies Act, 1960 and bearing registration No. HSG/(OH)/BOL/03/98, dated 16.03.1998 and having its registered office at Shop No. 51-53, A-6, Saraf Choudhari Nagar, Thakur Complex, Kandivali (East), Mumbai-400101, hereinafter referred to as "The Promoter / Federation" (which as resident shall unless it be repugnant to the context or the meaning thereof shall mean and include its successors, assigns and administrators) OF THE PARTY OF THE FIRST PARTY.

AND

MR. JAYESH JAGANNATH HUBLIKAR, of Mumbai, an Indian Resident Mission and Sarjan Chs. Ltd., Plot No. 19, RSC-2, Mhada, Gate No. 8, Malvani, Malad (W) Mumbai-400095. and assessed to Income tax under permanent account number (PAN) ABMPH2737A, AND MRS. SUCHITA JAYESH HUBLIKAR, of Mumbai, an Indian Resident having her address at A-301, Malvani Sarjan Chs. Ltd., Plot No. 19, RSC-2, Mhada, Gate No. 8, Malvani, Malad (W) Mumbai-400095. and assessed to Income tax under permanent account number (PAN) ATHPK1148F, hereinafter called as "The Purchasers" (which expression shall unless it be repugnant to the context or the meaning thereof shall mean and include her successors, legal representatives, heirs, executors, assigns and administrators) OF

THE PARTY OF THE SECOND PART.

WHEREAS:

a) The Maharashtra Housing and Area Development Authority – an Authority sonstituted under the provisions of the Maharashtra Housing Area Development Act, 1976 (hereinafter referred to as "MHADA" for the sake of brevity) was seized and possessed of or otherwise well and

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vv) The Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

ww) While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land, and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

The Figure 1 accordingly commenced construction of the said building/s in accordance with the said proposed plans.

The Putchalers have applied to the Promoter for allotment of an Flat No. 905 on 9th floor in which is structed in the Building Name. Galaxy Heights Tower 1 being constructed in the 1st phase of the said Project.

The RERA Carpet Area of the said Flat is <u>32.81</u> square meters equivalent to <u>353.164</u> sq.ft. and "RERA Carpet Area" means the net usable floor area of an Flat, inclusive of balcony, excluding the area covered by the external walls, areas under services shafts, appurtenant to the said Flat for exclusive use of the Purchasers or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Purchasers, but includes the area covered by the internal partition walls of the Flat.

The Parties relying on the confirmations, representations and assurances of each other to atom - 2/
faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter:

bbb) Prior to the execution of these presents the Purchasers have paid to the Promoter a sum of Rs. 4,39,105/- (Rupees Four Lakh Thirty Nine Thousand One Hundred Five Only), being part payment of the sale consideration of the Flat agreed to be sold by the Promoter to the Purchasers as advance payment/booking amount and or Application Fee (the payment and receipt

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whereof the Promoter both hereby admit and acknowledge) and the Purchasers have agreed to pay to the Promoter the balance of the sale consideration in the manner as prescribed in the Stage-wise Payment Schedule.

- ccc) Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Flat with the Purchasers, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- ddd) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Purchasers hereby agrees to purchase the Flat.
- eee) Both the parties are hereby desirous of reducing the terms and conditions of this agreement into writing.

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

1. All the recitals hereinabove and all the schedules and annexures of this agreement.

2. The Purchasers hereby agrees to purchase from the Promoter and the Prom

Rs. 43,91,045 /- (Rupees Forty-Three Lakh Ninety-One Thousand and Forty-Five Only)

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plus applicable Goods and Service Tax (GST).

2.1. The aforesaid consideration value includes the Basic consideration of the Figst at the rate of Rs.

10,000/- per Sq. Ft., for the RERA Carpet area and also includes balance consideration for applicable Floor Rise Premium, Preferred Location Premium and the Development Charges etc.

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e) The Purchasers of the Parking Space shall make regular payment towards any/all applicable contributions concerned to the allotted parking space.

62. Parchasers have not been allotted any Covered / Closed Parking space.

63. Set is introduced by the Promoter to the Purchasers that since the project land is part of large l

## FIRST SCHEDULE OF THE PROPERTY

All the piece or parcel of the vacant larger land aggregated admeasuring 57.5 acres i.e. approximately 2,30,000 square meters or thereabouts, being Survey No. 263 (part), CTS No. 3525 (part), situated at Dadasaheb Gaikwad Nagar, Village - Malvani, Malad, in the registration sub-district of Mumbai Suburban District and bounded as follows that is to say:-

On or towards the North by: Mumbai Board Colony, S. No. 263 (part) and Al-Falah

Education Society and School Plot.

On or the South by: World Bank Project Scheme (S. No. 263) (part)

On or towards the Wes by: All India Radio Receiving Station and Kala Vidyalaya School.

On or towards the East by: BEST depot and Marshy land.

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SECOND SCHEDULE OF THE PROPERTY

All the piece or parcel of the Project Land admeasuring total 11,876.20 Sq. Mtrs., on which the aggregated Built-up Area of 72,542.66 Sq. Mtrs. has been approved, situated within the layout of the larger property as mentioned in 'FIRST SCHEDULE OF THE PROPERTY' hereinabove and bounded as follows that is to say:

On or towards the North by : Plot C-1 and balance plot C-2 (Reserved for further development)

On or towards the South by : Public D. P. Road and World Bank Project Scheme [S. No. 263 (p)]

On or towards the West by : Public D. P. Road between Kala Vidyalay School.

On or towards the East by : Transit Tenements of MHADA.

## THIRD SCHEDULE OF THE PROPERTY

Flat No. <u>905</u>, in <u>E</u> Wing, area admeasuring <u>353.164</u> Sq. Ft. RERA Carpet, on the <u>9<sup>th</sup> floor</u>, having configuration of <u>1 BHK</u> without any Car Parking Space, in the <u>Galaxy Heights Tower 1</u>, situated at Dadasaheb Gaikwad Nagar, Gate No. 8, Opp. Kala Vidyalay School, Malwani, Malad West, Mumbai – 400095.

On or towards the North by : Plot C-1 and balance plot C-2 (Reserved for further development)

On or towards the South by : Public D. P. Road and World Bank Project Scheme (S. No. 263) (part)

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62. asers have not been allotted any Covered / Closed Parking space.

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# Building Permission Cell, Greater Mumbai / MHADA

(A designated Planning for MHADA layouts constituted as per government regulation No.TPB4315/167/CR-51/2015/UD-

## COMMENCEMENT CERTIFICATE

MH/EE/(BP)/GM/MHADA-64/1081/2022/CC/1/New No

Date: 31 March, 2022

To

M/s. Maharashtra Police Cooperative Housing Federation Ltd 51-53, A-6, Saraf Choudhari Nagar Thakur complex, kandivali (east) Mumbai - 400 101.

> Proposed development on Plot C-2, Tower- I, Wing A to F of building Known as Maharashtra Police Co-operative Housing Federation Ltd, Dadasaheb Gaikwad Nagar, Malwani, Malad, bearing CTS No. 3525(pt.) Village Malvani at Goregaon(W) Mumbai- 400095

Dear Applicant,

With reference to your application dated 29 March, 2022 for development permission and grant of Plinth Commencement Certificate under section 44 & 69 of Maharashtra Regional Town Planning Act, 1966 to carry out development and building permission under section 45 of Maharashtra Regional and Town Planning Act, 1966 to Proposed development on Plot C-2, Tower- I, Wing A to F of building Known as Maharashtra Police Cooperative Housing Federation Ltd, Dadasaheb Gaikwad Nagar, Malwani, Malad, bearing CTS No. 3525

The Commencement Certificate/Building Permit is granted subject to compliance as mentioned in I.O.A. u/ref. No. MH/EE/(BP)/GM/MHADA-64/1081/2022/IOA/1/Old dt. 29 March, 2022 and following conditions.

- 1. The land vacated in consequence of endorsement of the setback line / road widening line shall form part of the
- 2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be
- 3. The Commencement Certificate / Development permission shall remain valid for one year from the date of its

4. This permission does not entitle you to develop land which does not vest in your provision of coastal zone management plan.

5. If construction is not commenced this commencement certificate is renewable every year period shall be in no case exceed three years provided further that such la application for fresh permission under section 44 of the Maharashtra Regional and the win

6. This Certificate liable to be revoked by the VP & CEO, MHADA if:

a. The development work in respect of which permission is granted under this the use thereof is not in accordance with the sanctioned plans.

b. Any of the condition subject to which the same is granted or any of the restrict CEO, MHADA is contravened or not complied with.

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## Maharashtra Real Estate Regulatory Authority

# REGISTRATION CERTIFICATE OF PROJECT FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number: P51800045503

Project: Galaxy Heights Tower 1, Plot Bearing / CTS / Survey / Final Plot No.: 3525 (Part) / 263 (Part) at Borivali, Borivali, Mumbai Suburban, 400095:

- Maharashtra Police Cooperative Housing Federation Limited having its registered office / principal place of business at Tehsil: Borivali, District: Mumbai Suburban, Pin: 400101.
- 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 24/05/2022 and ending with 31/12/2026 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 the under.

Dated: 20/07/2022 Place: Mumbai Signature and seal of the Authorized Officer Maharashtra Real Estate Regulatory Authority

Signature Digitally S