

अंबरनाथ नगरपरिषद,अंबरनाथ

जा.क्र.अंनप/नरिव/२०२२-२३/४८ १ अंबरनाय नगरपरिषद,अंबरनाय दिनांक : २.८ \०६\२ ०८१

अपेंडिक्स - 'एच'

र्याधकाम पुर्णतेचा दाखला / भोगवटा प्रमाणपत्र

प्रति. श्री सदाशिव पुदन्ना शेट्टी व इतर तीन यांचे कु.मु.प.वा. श्री यालाजी होम्सचे भागीदार श्री.हुसेन एन.घेटासीवाला द्वारा श्री.प्रमोद कांवळे. अभियंता, अंवरनाच.

श्री.प्रमोद कांग्रळे, अभियंता, अंग्ररनाथ, परवाना ग्र. AMC -CATAM/2020/APL/00042 यांचे दिनांक १५/०६/२०२२ चे अजीवरान दाखला देण्यात येतो को. त्यांनी अंग्ररनाथ नगरपरियद हरीत. मौने पाले. ता. अंग्ररनाथ येथील रा.नं.४९, हि.नं.४/ओ, ४/बो, ४/सो, ४/डो, भूखंड फ्र.सो, येथे अंग्ररनाथ नगरपरियद यांचे कडोल बांधकाम परवानगी (१) जा.क. अंनप /नरिव /बांप /२०१८-१९/४७३/८८४७/१८ हि.१९/०७/२०१८ व (२) सुधारोत परवानगी जा.क. अंनप /नरिव /बांप /२०२१-२२/१४६९/९२७६/१५२ हि.२९/०३/२०२२ अन्यये मंजूर केलेल्या नकारा। प्रमाणे रहिवास व वाणिज्य वापरासाठी बांधकाम पूर्ण केले आहे. मचव खालील अटोवर भोगवटा प्रमाणपत्र देण्यात येत आहे. (बांधकाम पूर्ण झाल्याची तारीख १५/०६/२०२२)

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t	<u>नळम्जला</u>	स्टिल्ट पे.मल्टीपर्गन रूम	स्टिल्ट पे., सामायटी ऑफिस, गेमिंग रूम,निम	ग्रिट्स	०७ दुकाने, स्टिल्ट पे
3	पॉरला मजला	०८ सर्वनिका, २६ छोल्या	०९ रादनिका, २८ छोल्या	०७ सर्दनिका. २७ खाल्या	०५ सर्रानका, २० छोल्य
3	इसरा मजला	०८ सर्जनका, २६ खोल्या	०९ सदनिका, २८ छोल्या	०७ सर्दनिका, २७ छोल्या	०५ सहानका, २० छाल्या
Y	तिसरा मनला	०८ सर्दानका, २६ खोल्या	०९ सइनिका, २८ खोल्या	०७ सदनिका, २७ छोल्या	०५ सर्वानका, २० छोल्य
4	चाँदा मजला	०८ सदनिका, २६ खोल्या	०९ सर्रानका. २८ खोल्या	०७ सर्दानका, २७ खोल्या	०५ सर्रानका. २० छोल्या
=	पाचवा मनला	०८ सर्दानका. २६ खोल्या	०९ सर्दानका, २८ छोल्या	०७ सर्दनिका, २७ छोल्या	०५ सर्रानका, २० खोल्या
15	सहावा मजला	०८ सदानका, २६ खोल्या	०९ सर्दानका, २८ छोल्या	०७ सदनिका, २७ छोल्या	०५ सर्वनका, २० खोल्या
_	सातवा मजला	०८ सर्दानका. २६ खाल्या	०९ सर्रानका, २८ छाल्या	०७ सर्दानका, २७ छोल्या	०५ सर्रानका, २० खाल्या
•	आट्या मनला	०८ सरानका, २६ छोल्या	०९ सर्दानका, २८ खोल्या	०७ सर्दानका. २७ खोल्या	०५ सर्रानका, २० खोल्या
0	नवया मगला	०८ सर्दानका, २६ छाल्या	०९ सर्दानका, २८ खोल्या	०७ सदानका, २७ खोल्या	०५ सर्रानका, २० खोल्या
2	दहावा मजला	०८ सदानका. २६ छात्या	०९ सर्दनिका, २८ खोल्या	०७ सर्दानका, २७ खोल्या	०५ सर्दानका, २० खोल्या
2	अकरावा मजला	०८ सदानका, २६ खोल्या	०९ रादनिका, २८ खोल्या	०७ सर्रानका. २७ खोल्या	०५ सर्दानका, २० छोल्या

१. जेव्हा सञ्जा (वाल्कनो) वंदिस्त करण्यात आला असेल तर त्याचे समोरील व वरील १/३ क्षेत्रासाटो. लुवसं. ग्लास. शटसं अयवा ग्रील्स लावणे अनिवायं राहील व परापेट सोडून उवंरित समोरील क्षेत्रासाटी ग्लॅनड शटसं वंदिस्त करणे आवश्यक राहील.

२. भोगवटा प्रमाणपत्र सांवत दर्शविलेल्या नकाशातील वांधकामा व्यतिरिक्त इतर बांधकाम हे अनिधकृत समजण्यात येवृन त्यावर महाराष्ट्र प्रादेशिक व नगररवना अधिनियम १९६६ चे कलम ५२ ते ५६ नुसार कार्यवाही करण्यात येइंल, याची नोंद ध्यावी.

3. भविष्यात सामासिक अंतरातील जागा नगरर्गारपदेस रस्ता रुंदीकरणासाटी आवश्यक भासल्यास हरतांतरीत करावी लागेल. टेरेस व पॉकेट टेरेस बंदिस्त करू नवे.तसेच उक्त भुखंडाच्या मालको यायत काही बाद उद्भवल्यास त्याची सर्वस्वी जवावदारी विकासकावर राहोल.

४. पायसाळी पाणी बाहून वाया जावृ नये यासाठी रूपः टॉप हार्वेस्टिंग करण्यात याये व पाणी जमीनी मध्ये मुखाये

पु. ओला य सुका कचरा विलगीकरणासाटी च साटा करण्यासाटी स्वतंत्रपणे जागा निर्धारित करून कचऱ्यावर प्रक्रिया करण्यासाटी संयंत्र उभारण्याची जयावदारी विकासकाची आहे.

अंब (नाप

इ. सर्दानका धारकांना पाणी पुरचटा करण्याची जवाबदारी विकासकाची असेल.

ंनगर रचनाकार अंबरनाय नगरपरिपद,अंबरनाथ

प्रत : १) कर विभाग, अंबरनाथ नगरपरिपद,अंबरनाय

मुख्याधिकारो तथा नियोजना प्राधिकारी अंबरनाथ नगरपरिषद् अंबरनाथ पावती

Original/Duplicate

दिनांक: 07/10/2019

नोंदमी कं. :39म

Regn.:39M

पावती कं.: 14575

- गावाचे नाव: पाले

12:37 PM

दस्तऐवजाचा अनुक्रमांक: उहन3-11694-2019

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: विद्या जगन्नाय गायकर

नोंदणी फी दस्त हाताळणी फी पृष्ठांची संख्या: 74

₹, 22300.00

₹, 1480.00

एक्पः

₹. 23780.00

आपणास मूळ दस्त , यंबनेल प्रिट, सूची-२ बंदाजे

12:52 PM ह्या वेळेस मिळेल.

बाजार मुल्य: रु.1397000 /-मोबदला रु.22265451-

भरलेले मुद्रांक शुल्क: रु. 133600/-

सह दुयाम निवंदाक दर्ज-है उल्हास्वमर क.३

1) देयकाचा प्रकार: eChallan रक्कम: रु.22300/-डीडी/धनादेश/पे ऑर्डर क्रमांक: MH007099193201920E दिनांक: 07/10/2019

बॅकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रक्कम: रु.1480/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0710201901016 दिनांक: 07/10/2019

बँकेचे नाव व पत्ताः

नोंद्णी फी माफी असल्यास तपशिल :-

1) Fee Adjustment: Fee Adjustment (yashada training) code added for keeping tack of adjusted fees



07/10/2019

सची क्र.2

द्य्यम निबंधक : सह दु.नि.उल्हासनगर 3

दस्त क्रमांक : 11694/2019

नोदंणी: Regn:63m

गाव	"से	नाव	:	पाले

(1)विलेखाचा प्रकार

करारनामा

(2)मोबदला

2226545

(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)

1397000

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

1) पालिकेचे नाय:अंबरनाथ इतर वर्णन :, इतर माहिती: मौजे पाले,ता. अंबरनाय,जि. ठाणे. सर्व्हें नं. 49,हिस्सा नं. 4अ,प्लॉट नं. सी,सर्व्हें नं. 49,हिस्सा नं. 4ब,सर्व्हें नं. 49,हिस्सा नं. 6ड, सर्व्हें नं. 49, हिस्सा नं. 6इ, प्लॉट नं. बी, यावरील सिजन पार्क, फेज 1, टॉवर टाईप 2यामधील पलॅट नं 904 नववा मजला,क्षेत्र 31.32चौ. मी. कारपेट.((Survey Number : 49/4 व्र व इतर;))

(5) क्षेत्रफळ

1) 31.32 चौ.मीटर

(6) आकारणी किंवा जुडी देण्यात असेल

(7) दस्तऐवज करुन देणा-या/लिहन ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायाल्याचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.

1): नाव:-मे. श्री बालाजी होम्स तर्फे भागीदार मनोज सचदेव यांच्या वतीने क.ज.करिता कु.मु.म्हणून सज्जन शिवशंकर इंगोले - वय:-23; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: कार्यालयीन पत्ता-हॉटेल सागर इंटरनॅशनल, दीपक कमरशियल कॉम्पलेक्स, वालीपीर रोड, कल्याण पश्चिम, जि. ठाणे., रोड नं: -, महाराष्ट्र, ठाणे. पिन कोड:-421301 पॅन नं:-ACPFS7231Q

2): नाव:-मान्यता देणार - मे. लक्ष्मी साई बिल्डकॉन तर्फे भागीदार हितेश जयराम नेहालानी यांच्या वतीने क.ज. करि कु.मु.म्हणून सज्जन शिवशंकर इंगोले - वय:-23; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: कार्यालयीन पत्ता सुगरा मंजिल,डॉ. आंबेडकर रोड, शिवाजी चौक,कल्याण पश्चिम, रोड नं: -, महाराष्ट्र, ठाणे. पिन कोड:-421301 पॅन नं:-AAFFL1440A

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

1): नाव:-विद्या जगन्नाथ गायकर वय:-31; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: राहणार-ब्लॉक नं. सी 16/91, फ्लॅट नं. 401, सुरुची हाइटस्, भाटीया रोड, उल्हासनगर, रोड नं: -, महाराष्ट्र, ठाणे. पिन कोड:-421005 पॅन नं:-AVQPG1419G

(9) दस्तऐवज करुन दिल्याचा दिनांक

07/10/2019

(10)दस्त नोंदणी केल्याचा दिनांक

07/10/2019

11694/2019

(11)अनुक्रमांक,खंड व पृष्ठ

133600

(12)बाजारमावाप्रमाणे मुद्रांक शुल्क

(13)बाजारमावाप्रमाणे नोंदणी शुल्क

22300

(14)शेरा



मुल्यांकनासाठी विचारात घेतलेला

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :

(ii) within the limits of any Municipal Council, Nagarpanchayat or Cantonment Area annexed to it, or any rural area within the limits of the Mumbai Metropolitan Region Development Authority or any other Urban area not mentioned in sub clause (i), or the Influence Areas as per the Annual Statement of Rates published under the Maharashtra Stamp (Determination of True Market Value of Property) Rules, 1995.

		AGREEMENT FOR SALE
-	Details of Document	Phase - Flat Shop No. 904 on 9th Floor. Area Phase - Flat Shop No. 904 on 9th Floor. Area.
2	Details of Property	Phase - Flat Shop No. 904 on 425 Floor Area, admeasuring about 31,32 Sq. Htrs. RERA Carpet Area, admeasuring about 31,32 Sq. Htrs. RERA Carpet Area, admeasuring about 31,32 Sq. Htrs. RERA Carpet Area, as Tower 22 in Project Lnown as Seasons Park as Tower 42 in Project Lnown as Seasons Park as Struated on land bearing Hissa. No. 40 4 A B&40 & D E Struated on land bearing Hissa. No. 40 4 A B&40 & D E Struated on land bearing Hissa. No. 40 4 A B&40 & D E Struated on land bearing Hissa. Analysis and Land Bearing Hissa Area and Land
6	Actual Value	: Rs. 22, 26,545 -
+	Name of Developer	: Mys. SHREE BALAII HOMES
\$	Name of Purchaser	: Mr./Mrs. Vidya Jagannath Gaikar
ŏ	Stamp Duty paid by	: Hr. Hrs. Vidya Jagannath Gaikas
7	Stamp Duty of Rs.	: Rs
8	Registration Sub-Registrar Off	ī or:

Actual Value Rs. 22,26,545 - 1-

Market Value Rs. 13,97, 000/-

Stamp Duty Rs. 1,33,600/-

Registration Rs. 22300 /-

7200 05? y U P

AGREEMENT FOR SALE

BETWEEN

M/s Shree Balaji Homes, a partnership firm, having its office at Hotel Sagar International, Deepak Commercial Complex, Valipeer Road, Kalyan (W) hereinafter called and referred to as the Promoter No. I (which expression unless be repugnant to the context or meaning thereof mean and include the partners constituting the said

(The Party of the First Part)

firm for the time being, their respective heirs, executors and assigns) being the Party of the First Part;

AND

M/s Laxmi Sai Buildcon, a partnership firm, registered under the provisions of the Indian Partnership Act, 1932 and having its office at Sugra Manzil, Dr. Ambedkar Road, Shivaji Chowk, Kalyan (W) hereinafter called and referred to as the Promoter No. II / Confirming Party (which expression unless be repugnant to the context or meaning thereof mean and include the partners constituting the said firm for the time being, their respective heirs, executors and assigns) being the Party of the Second Part;

AND

1. Shri/Smt. Vidya	Jagannath	Gaekar	1.37/12
Age 31 vears, PAN	NO. AVOP	6 14196	Occupation-
Service/Business/House			the state of
4			Paranta man
2. Shri/Smt	Partition of Sales II & Day	The second	
Ageyears, PAN			Indian
Inhabitant, Occupation-	Service/Busine	ess/Housewife, re	siding at
Block No. C. 16/91,	Flat No. 41	01, Suruchi -	Heights,
Bhatia Road, Ulha			
	U .		

hereinafter called and referred to as the **Purchaser** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his / her heirs, executors, administrators and assigns) being the Party of the Second Part;

WHEREAS Shri Sadashiv Muddanna Shetty, Shri Sunder Muddanna Shetty, Shri Sitaram Sheena Shetty and Shri Mahesh Shyama Shetty are the owners of all those pieces and parcels of land lying, being and situate at village Pale, Taluka Ambernath, District Thane, within the limits of the Ambernath Municipal Council bearing

- Charles Plan		Late of the same o	
Survey No.	Hissa No.	Area (H-R-P)	
49	4 A	0-68-0	111 181
49	4 B	0-63-0	14
49	6 D	0-25-5	
49	6 E	0-54-0	

within the limits of Ambernath Municipal Council hereinafter called and referred to as the "entire property" and more particularly described in the First Schedule hereunder written; AND WHEREAS the Owners have constructed a commercial structure and running the business of hotel and restaurant in the portion of the said entire property together with separate transformer, electric and water connections and the owners are desirous to continue their business of hotel and restaurant and further some portion of the entire property is also affected by the Carden reservation and D.P. roads;

Monny

(The Party of the First Part)

Guil

AND WHEREAS the Owners in order to retain the portion of land admeasuring about 2050 sq. metres for their business of hotel and restaurant and to develop the remaining property have submitted plan for sanction to the Ambernath Municipal Council and the Ambernath Municipal Council by its No.ANP /NRV /BP /14-15 /555 /8387 /49 dated 26.08.2014 have approved the said plan whereby the said entire property is divided into three plots, the details whereof are as under -

i) The portion admeasuring 2050 sq.meters comprising of Survey No. 49/6/E retained by the owners and earmarked as Plot A more particularly described in the Second Schedule hereunder written.

ii) The portion admeasuring 12200 sq. meters comprising of Survey No. 49/4/B, 49/6/D and 49/6/E and earmarked as Plot B.

iii) The portion admeasuring 6800 sq. meters comprising of Survey No. 49/4/A and earmarked as Plot C

AND WHEREAS by and under the Development Agreement dated 15.12.2014, the said Owners granted the development rights in respect of an area admeasuring 6800 sq. meters comprising of Survey No. 49/4/A earmarked as Plot C in favour of M/s Shree Balaji Homes viz. the Promoter No. I herein and in pursuance thereof have also executed Power of Attorney in favour of said M/s Shree Balaji Homes and the Agreement and Power of Attorney are registered at the office of Sub-Registrar of Assurances at Ulhasnagar under serial No. 8663/2014 and 8664/2014 respectively at and for the price/consideration and on the terms and conditions therein contained.

AND WHEREAS by and under the Development Agreement dated 15.12.2014, the said Owners granted the development rights in respect of an area admeasuring 12200 sq. meters comprising of Survey No. 49/4/B, 49/6/D and 49/6/E and earmarked as Plot B in favour of M/s Laxmi Sai Buildcon viz. the Promoter No. 11- hereinand in pursuance thereof have also executed Power of Attorney in favour of said M/s Laxmi Sai Buildcon and the Agreement and Power of Attorney are registered at the office of \$ut-Registrar of Assurances at Ulhasnagar under serial No. 866172014 and 8662/2014 respectively at and for the price/consideration and on the terms and conditions therein contained

AND WHEREAS the Tahasildar, Ambarnath has granted the nonagricultural assessment for the area admeasuring 6800 sq. meters (plot B) in pursuance to letter issued by the Tahasildar under file reference No. Mahasul/T-3/Jaminbab/Vinishti/SR-119/2016 dated 04.07.2016 and for the area admeasuring 14250 sq. meters (plot A and B) in pursuance to letter issued by the Tahasildar under file reference No. Mahasul/T-3/Jaminbab/Vinishti/SR-118/2016 dated 07.07.2016 and in pursuance thereof the necessary conversion ear? stood paid to Tahsildar, Kalyan in respect of the said entire property and entire property is converted to non-agricultural assessment.

(The Party of the First Part)

AND WHEREAS the Promoter No. I and the Promoter No. II herein in order to avail the maximum benefits and potentiality of floor space index have amalgamated their respective portions of land

i) admeasuring 12200 sq. meters comprising of Survey No. 49/4/B, 49/6/D and 49/6/E (Plot B)

ii) admeasuring 6800 sq. meters comprising of Survey No. 49/4/A (Plot C)

and such amalgamated land is hereinafter called and referred to as the "said property" for the sake of brevity shown on the plan more particularly described in the Second schedule hereunder written and the Promoter No. I and II obtained the sanction of plans on such amalgamated land from Ambarnath Municipal Council under Building Commencement Certificate No. ANP/NRV/BP/17-18/1228/8802/86 dated 08.12.2017 and Revised Plan having Commencement Certificate No. ANP/NRV/BP/18-19/473-8847/18 dated 19.07.2018 and the said plan provides for construction of

Phase I-

Tower No. 1- stilt + 11 floors

Tower No.2- stilt + 11 floors

Tower No.3- stilt + 11 floors

Tower No.4- stilt + 11 floors

and an area admeasuring 900.962 sq. meters from Plot B and 594.089 sq. meters from Plot C is affected by 15 meter D.P. Road and an area admeasuring 666.910 sq. meters from Plot B and 99.185 sq. meters from Plot C is affected by the reservation of garden.

AND WHEREAS as per the mutual understanding reached between the Promoter No. I and the Promoter No. II herein, the Promoter No. I is entitled to develop and construct the present sanctioned Tower 1 Tower 2 Tower 3 and Tower 4 and further entitled to sell the flats/units constructed therein to the intending purchasers and to accept, avail, use, utilize and appropriate the consideration thereof absolutely without any recourse to the Promoter No. II and the Promoter No. Il shall join as a confirming party to such agreements so as to pass on clear and marketable title in favour of the intending purchaser. It is further agreed and understood by and between the Promoter No. I and Promoter No. II that they will avail all the balance potentiality of floor space index, transferable development rights and incentives and increases in floor space index available on the entire amalgamated land viz. the said property either by payment of premium or otherwise and shall obtain the revised building permission for said property and after such revision of plans all the sanctioned buildings shall be constructed and developed by the Promoter No. II and further the Promoter No. II shall be entitled to sell the flats/units constructed therein to the intending purchasers and to accept, avail, use, utilize and appropriate the consideration thereof absolutely without any recourse to the Promoter No. I and the Promoter No. I shall join as a confirming party to such agreements so 3576 pass on clear and marketable title in favour of the intending purchaser.

(The Party of the First Part)

Chaire

(The Party of the Second Part)

AND WHEREAS the Promoter No. I and Promoter No. II jointly declare that the amalgamated property is affected by reservation of garden and road and from perusal of sanctioned plan it appears that an area admeasuring 900.962 sq. meters from Plot B and 594.089 sq. meters from Plot C is affected by 15 meter D.P. Road and an area admeasuring 666.910 sq. meters from Plot B and 99.185 sq. meters from Plot C is affected by the reservation of garden and such areas affected by reservations shall not form an integral part of the land to be conveyed in favour of the corporate body to be formed in future and the Promoter No. I and II further declare that as per the sanctioned plan the areas affected by D.P.Road and Garden reservation have been modified than the areas of reservation as mentioned in the two Development Agreements both dated 15.12.2014 and the Promoter No. I and II have brought the said fact to the notice and knowledge of the purchasers herein and the purchaser is fully aware of the same.

AND WHEREAS it further appears that one Hari Mahadu Mhaskar and others have filed Regular Civil Suit No. 20/2013 in the court of Civil Judge (Junior Division) at Ulhasnagar against Datta Songya Mhatre and 50 others seeking the relief of declaration, injunction and partition of alleged 1/6th share in the suit properties which includes the said property and the owners Shri Sadanand Shetty and three others have subsequently suo-moto impleaded themselves as defendants in the said suit and have filed their written statements, however till date the plaintiffs in the said suit have not preferred any relief against the said Sadanand Shetty and three others being Defendant Nos. 30 to 33 in the said suit and that the said suit proceedings are pending before the Hon'ble Court. From the Status Certificate issued by advocate on record for the Defendants, it appears that that there are no prohibitory orders in the above litigation which may affect the development of the said property.

AND WHEREAS in pursuance to the rights, powers and authorities vested in M/s Shree Balaji Homes, M/s Shree Balaji Homes have initiated the construction work on the aforesaid property.

AND WHEREAS the Promoters have further intended to get the said plans and specification revised, renewed and altered for consumption of remaining floor space index, transfer of development rights, staircase floor space index and all other permissible floor space index to be used and utilized on the said property as may be granted by the Ambarnath Municipal Council and further the Promoters have given the clear inspection of the plans and specifications to the Purchasers herein as regards the existing sanctioned buildings and the further proposed expansion, amalgamation and extensions in respect of the said property and the Purchaser is further made aware of the fact that all the remaining future sanctioned buildings shall be constructed by the Promoter No. II herein.

(The Party of the First Part)

AND WHEREAS the Promoters declare that the above referred agreements permissions and sanctions are still, subsisting and completely in force;

AND WHEREAS as per the above recited agreements and permissions and the mutual understanding reached between the Promoter No. I and II, the Promoter No. I herein is entitled to develop the said property and carry out the construction of the proposed building at their own costs and expenses and to dispose of the residential flats / units constructed in the building on ownership basis and to enter into agreements with the purchaser and to receive the sale price in respect thereof and upon such disposal of the flats / shops / office / units the Promoter No. I and II shall convey the said land together with the building constructed thereon in favour of the cooperative housing society of all those several persons acquiring the respective flats / shops / units;

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS as per the mutual understanding reached between the Promoters, the Promoter No. I herein in entitled to construct the present sanctioned buildings and to sell the flats/units therein and accept the amount of consideration without any recourse to the Promoter No. II herein and the Promoter No. II has joined the execution of this agreement to confirm and ratify the said fact and to pass on a clear, marketable title free from encumbrances and doubts in favour of the intending purchaser and accordingly the Promoter No. II is not entitled to any share in the consideration in respect of the said agreement.

AND WHEREAS the Purchaser is offered a Flat / Shop No. 904 on the 9th floor, admeasuring 31.32 sq. mt. RERA carpet in Tower Type (Phase I) in project known as " SEASONS PARK " (herein after referred to as the said "Tower") being constructed on the said property described in the Second Schedule hereunder written.

AND WHEREAS the RERA carpet area of the said premises is square meters and "RERA carpet area" means the net usable floor area of the said premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Premises for exclusive use of the Purchaser or verandah area sand exclusive open terrace area appurtenant to the said Premises for exclusive use of the Purchaser but includes the area

covered by the internal partition walls of the premises.

AND WHEREAS the Purchaser after going through the entire disclosures, the future course of expansion and development and aso werifying the site of the building and the work of construction and lits progress thereof, the site of infrastructural and recreational facilities and amenities and nature and scope thereof and after being satisfied about the same has agreed to enter into this agreement and further expressly and irrevocable declare that he shall not raise any objection, claim, demand or action in respect of the additions, modifications, changes and / or further alterations in the scheme of construction as may be permitted the concerned town planning

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specifically mentioned and agreed in this agreement. The Promoters reserves the right to make changes in Elevations, Designs and Colors of all the materials to be used at his sole discretion. In all these matters the decision of the Promoters are final and it is binding on the Purchaser/s.

This agreement shall always be subject to the provisions 43. contained in Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under and any other provisions of Law Applicable thereto.

FIRST SCHEDULE

(entire property)

All those pieces and parcels of land lying, being and situate at village Pale, Taluka Ambernath, District Thane, within the limits of

the Ambernath Municipal Council bearing

Survey No.	Hissa No.	Area (H-R-P)
	4 A	0-68-0
49	4 B	0-63-0
49 .	16 D	0-25-5
49		0-54-0
49	6 E	

and collectively bounded as follows:

On or towards East

: Survey No. 66

On or towards West

: Survey No. 49/4C and 49/11

On or towards North On or towards South : Ambernath MIDC Road

: Survey No.49/3(pt)

SECOND SCHEDULE

(amalgamated property under development)

All those pieces and parcels of land lying, being and situate at village Pale, Taluka Ambernath, District Thane, within the limits of the Ambernath Municipal Council bearing

	Hociiide	i a materal
Plot No.	Survey No.	Area (sq.meters)
1,00,7		
12.52	49/4/B	6300 ·
R	4916/D	2550
Paris,	49/8/E	3350 out of
2004	15/2	5400
HC	49/4/A	6800
D		

and boundaries of such amalgamated land are as follows :

On or jowards East

On or towards West

On or towards North

On or towards South:

and an area admeasuring 900.962 sq. meters from Plot B and 594.089 sq. meters from Plot C is affected by 15 meter D.P. Road and 3 26 area admeasuring 666,910 sq. meters from Plot B and 99,185 sq. meters from Plot C is affected by the reservation of garden

THIRD SCHEDULE ABOVE REFERRED TO

Mmr

Description of the nature, extent of common areas and facilities. Club house Garden . Common roads, street lights Backup for lift and infrastructure Wi-fi zone in garden and club house

DATE	BANK NAME	CHQ NO	AMOUNT
The same of the sa	State Bank	642261	50,0001-
1.04.2019	Of India State Bank	556822	2,00,000/
6.07.2019	of India	2260 22	
		7.1%	
	- 4. 15.		

IN WITNESS WHEREOF parties hereinabove named have set their respective signatures to this Agreement in the presence of attesting witness, signing as such on the day first above written.

SIGNED & DELIVERED by the within named Promoter No. I

M/s. Shree Balaji Homes through its partner

Mr. Manoj Sachdev

SIGNED & DELIVERED by the within named Promoter No. II

M/s. Laxmi Şai Buildcon through its partner

Mr. Hitesh Nihalani

(The Party of the First Part)











Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT FORM 'C' (See rule 6(e))

This registration is granted under section 5 of the Act to the following project under project registration number : P51700017459

Project: Sessons Park Plot Bearing / CTS / Survey / Final Plot No.: S NO 49 H NO 4/A, 4/B,6/D,6E,PLOT B S NO 49/4B/6/D AND E PART, PLOT C S NO 49/4/A at Ambarnath(M Cl), Ambarnath, Thans, 421501;

- Shree Balaji Homes having its registered office / principal place of business at Tensil: Kalyan, District: Thane, Pin: 421301.
- 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 13/08/2018 and ending with 31/12/2021 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 valls (* Dist. 11)

Digitally Signed by Dr. Vasant (remanand Prabhu (Sacrand MahaRERA)

(Secretary, MahaRERA)

Dated: 13/08/2018 Place: Mumbal Signature and seal of the Authorized Officer Maharashtra Real Estate Regulatory Authority

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