

76/6060

Thursday, April 06, 2023

10:44 AM

पावती

Original/Duplicate

नोंदणी क्र. :39म

Regn.:39M

पावती क्र.: 6881 दिनांक: 06/04/2023

गावाचे नाव: भाईदर

दस्तऐवजाचा अनुक्रमांक: टनत4-6060-2023

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: भावेशकुमार सुरेशकुमार शाह - -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2200.00

पृथांची संख्या: 110

एकूण:

रु. 32200.00

आपणास मूळ दस्त, थंवेनेल प्रिंट, सूची-२ अंदाजे  
10:57 AM ह्या वेळेस मिळेल.

  
Joint Sub Registrar, Thane 4

वाजार मुल्य: रु.3010060.8/-

मोवदला रु.4300000/-

भरलेले मुद्रांक शुल्क : रु. 301000/-

सह. दुय्यम निबंधक वर्ग-  
ठाणे. क्र. ४

1) देयकाचा प्रकार: DHC रक्कम: रु.200/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0504202300159 दिनांक: 06/04/2023

वँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रक्कम: रु.2000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0504202300158 दिनांक: 06/04/2023

वँकेचे नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH017331847202223M दिनांक: 06/04/2023

वँकेचे नाव व पत्ता:

Bsshal .

मूळ दस्तऐवज परत मिळाला



06/04/2023

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. ठाणे 4

दस्त क्रमांक : 6060/2023

नोंदणी :

Regn.63m

गावाचे नाव : भाईदर

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	4300000
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	3010060.8
(4) भू-मापन, पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:मिरा-भाईदर मनपा इतर वर्णन :, इतर माहिती: मौजे भाईदर,एच-2 वार्ड,विभाग क्र. 1/11,जुना स.नं. 563,हिस्सा नं. 4पार्ट,4पार्ट,4पार्ट,नविन स.नं. 205,हिस्सा नं. 4ए,4बी,4सी यावरील सदनिका नं. 302,तिसरा मजला,बिल्डिंग नं. 1,वैभव हॉरीझोन,न्यू 90 फुट रोड,नेक्सट टू प्लॅनिटेरिअम कॉम्प्लेक्स,भाईदर पश्चिम,तालुका जिल्हा ठाणे,सदनिकेचे कारपेट क्षेत्र 36.04 चौ मीटर व इतर सटर दस्तामध्ये नमुद केल्याप्रमाणे. ( ( Survey Number : नविन स.नं. 205, हिस्सा नं. 4A,4B,4C ; ) )
(5) क्षेत्रफळ	1) 36.04 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-में. वैभव सिद्धी कंस्ट्रक्शन कंपनीचे भागिदार विशाल सी. गुमा तर्फे कु.मु.म्हणुन विनय सी. राऊत - वय:-51; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 422/बी, पहिला मजला, देवनार फार्म रोड, कपुर बंगला जवळ, चेंबुर, मुंबई , ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुम्बई. पिन कोड:-400088 पॅन नं:-AAPFV7030A
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-भावेशकुमार सुरेशकुमार शाह - - वय:-37; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: ए/302, तिसरा मजला, त्रिशला बिल्डिंग, 60 फुट रोड, देवचंद नगर रोड, भाईदर पश्चिम, जिल्हा ठाणे, महाराष्ट्र , ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे. पिन कोड:-401101 पॅन नं:-APBPD0650B 2): नाव:-मीनलबेन भावेश शाह - - वय:-39; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: ए/302, तिसरा मजला, त्रिशला बिल्डिंग, 60 फुट रोड, देवचंद नगर रोड, भाईदर पश्चिम, जिल्हा ठाणे, महाराष्ट्र , ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे. पिन कोड:-401101 पॅन नं:-I=PPS6969C
(9) दस्तऐवज करून दिल्याचा दिनांक	05/04/2023
(10) दस्त नोंदणी केल्याचा दिनांक	06/04/2023
(11) अनुक्रमांक, खंड व पृष्ठ	6060/2023
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	301000
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेर	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुल्यांकनाची आवश्यकता नाही कारण आधी केलेले मुल्यांकन कारणाचा तपशील आधी केलेले मुल्यांकन

मुद्रांक शुल्क आकारताना निवडलेला अन्वयेद :-

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



*(Signature)*  
सह. दुय्यम निबंधक वर्ग-२  
ठाणे. क्र. ४



**CHALLAN**  
MTR Form Number-6



N	MH017331847202223M	BAPCODE		Date	24/03/2023-11:51:02	Form ID	25.2
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Department	Inspector General Of Registration	Payer Details	
Mode of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)	
Office Name	THN4_THANE NO 4 JOINT SUB REGISTRA	PAN No./If Applicable)	APBPD0650B
Location	THANE	Full Name	BHAVESHKUMAR SURESHKUMAR SHAH And MINALBEN BHAVESH SHAH
Period	2022-2023 One Time	Flat/Block No.	Flat No. 302, VAIBHAV HORIZON, BUILDING NO.
		Premises/Building	1,

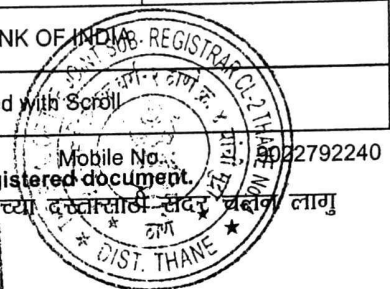
Account Head Details	Amount In Rs.	Road/Street	Area/Locality	Town/City/District	PIN
0046401 Stamp Duty	301000.00	New 90 Feet Road	BHAYANDAR West		4 0 1 1 0 1
063301 Registration Fee	30000.00				

Remarks (If Any)	PAN2=AAPFV7030A--SecondPartyName=VAIBHAV CONSTRUCTION CO-	SIDDHI
Amount In	Three Lakh Thirty One Thousand Rupees Only	
Words		
Total	3,31,000.00	

Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK			
Cheque/DD Details		Bank CIN	Ref. No.	00040572023032756491	CPACPGIIU5
Cheque/DD No.		Bank Date	RBI Date	24/03/2023-11:51:04	Not Verified with RBI
Name of Bank		Bank-Branch	STATE BANK OF INDIA, REGISTRAR, C-2, THANE		
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.  
दर चलन केवल दुर्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तऐवजासाठी लागू आहे. नोंदणी न करावयाच्या दस्तऐवजासाठी लागू नाही.

**चलन**  
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९ ११०



*Beshel*

*Minal B. Shech*

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दस्ता क्र. ६०६० / २०२३	
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**AGREEMENT FOR SALE OF FLAT**

THIS AGREEMENT is made at BHAYANDER this 5<sup>th</sup> April day of..... in the year Two Thousand and Twenty Three between **M/s. VAIBHAV SIDDHI CONSTRUCTION CO.**, a registered partnership firm, bearing **PAN-AAPFV7030A**, having its office 422/B, 1st Floor, Deonar Farm Road, Near Kapoor Bungalow, Chembur, Mumbai-400088, hereinafter called as "THE PROMOTER/S" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners for the time being of the said firm and the partners from time to time of the said firm, the survivor or survivors of them and the heirs, executor, administrators and permitted assigns) of **the ONE PART:**

AND

Mr. / Mrs. / M/s. BHAVESHKUMAR SURESHKUMAR SHAH  
MYS. MINALBEN BHAVESH SHAH

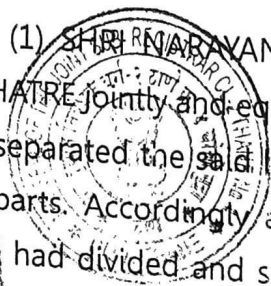
an adult Indian Inhabitant, presently residing at A/302, 3RD FLOOR,  
TRISHLA BLDG, 60 FEET ROAD, BHAYANDER (WEST),  
THANE, DEVCHAND NAGAR ROAD, THANE,  
MAHARASHTRA - 401101.

Hereinafter called as "THE ALLOTTEE/S" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his/her/their heirs, executors, administrators and assigns or partners) **of the OTHER PART.**

**WHEREAS:-**

- i. The lands properties bearing property Old Survey No. 563, Hissa No. 4pt, 4pt and 4pt, New Survey No. 205, Hissa No. 4A, 4B and 4C, derived from the lands property bearing Old Survey No. 563, New Survey No. 205, Hissa No. 4, **admeasuring 34.9 Guntha or 3490 sq. meters**, of Village BHAYANDAR, lying, being and situate at Bhayander (West), Taluka and District Thane, within the limits of Mira Bhayander Municipal Corporation, and as more particularly described in the First Schedule hereunder written, hereinafter referred to as "the said entire property", which originally belonged to SHRI KESHAV MHATRE as owner of the said property and accordingly his name appeared in the Land Records i.e. 7/12 extract of the said entire property.
- ii. The said Owner SHRI KESHAV MHATRE died intestate leaving behind him his heirs namely: 2 sons (1) SHRI NARAYAN KESHAV MHATRE and (2) SHRI BHAU KESHAV MHATRE who are jointly and equally entitled for the estates and properties of the deceased and accordingly their names were entered in the Land Record i.e. 7/12 extract of the said larger property as owners.
- iii. The said owners (1) SHRI NARAYAN KESHAV MHATRE and (2) SHRI BHAU KESHAV MHATRE jointly and equally by a mutual family settlement and divided and separated the said larger property admeasuring 3490 Sq. Meters in 2 parts. Accordingly as per the family settlement and record the Talathi had divided and separated the said larger property in 2 Parts as per the division and the 7/12 extract of the said larger property had also divided in 2 parts whereby the ONE PART OF 7/12

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*(Handwritten signature)*

*Beshah.*

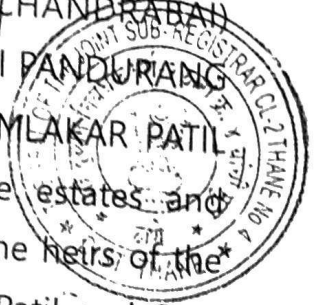
*m. l. a. d. l.*

Extract in the name of SHRI BHAU KESHAV MHATRE for the land admeasuring **17.6 Guntha equivalent to 1760 Sq. Meters out** of the said larger property to form a land bearing Old Survey No. 563, Hissa No. 4pt New Survey No. 563, Hissa No.4A. of Village BHAYANDAR, lying being and situate at Bhayander (West), Taluka and District Thane, as more particularly described in the Schedule hereunder written, hereinafter referred to as **"the 1st said Property**, AND the ANOTHER PART OF 7/12 Extract in the name of SHRI NARAYAN KESHAV MHATRE for the land admeasuring **17.3 Guntha equivalent to 1730 Sq. Meters out** of the said larger property to form a land bearing Old Survey No.563, Hissa No. 4pt New Survey No.205, Hissa No.4B. of Village BHAYANDAR, lying, being and situate at Bhayander (West), Taluka and District Thane, as more particularly described in the Schedule hereunder written, hereinafter referred to as **"the 2nd said Property**.

iv. The said Owner SHRI BHAU KESHAV MHATRE of the 1st property died on 17/12/1983 leaving behind him his only heirs SHRI SUDHAKAR BHAU MHATRE who is entitled for the estate and properties of the deceased and accordingly the name of SHRI SUDHAKAR BHAU MHATRE recorded and entered in the Land Record i.e. 7/12 extract of the said property under Mutation Entry No.5527 as owner of the said 1st property.

v. The Owner of the 2nd property SHRI NARAYAN KESHAV MHATRE died on 27/01/1983 leaving behind him his widow (1) SMT. LAXMI NARAYAN MHATRE who also died, both leaving behind their heirs and legal representatives: 2 sons (2) SHRI BHASKAR NARAYAN MHATRE (son), (3) SHRI KALAYA NARAYAN MHATRE (son), 6 daughters (4) SMT. GOPIKA BALKRISHNA PATIL (died without heirs), (5) SMT. PARVATI RAMCHANDRA PATIL (married daughter), (6) SMT. HAVLOQBAL BALKRISHAN PATIL (married daughter), (7) SMT. CHANDRABAI (CHANDRABAI) TUKARAM PATIL (married daughter), (8) SMT. ATVARABAI PANDURANG BHOIR (married daughter) and (9) SMT. DEVKABAI KAMLAKAR PATIL (died without heirs), who are jointly entitled for the estates and properties of the deceased and accordingly the name the heirs of the deceased abovenamed save & except Smt. Gopika B. Patil and Smt. Devkabai K. Patil who died without having any heirs were recorded in the Land Record i.e. 7/12 extract of the said 2nd property under Mutation Entry No.5010 as owners of the said 2nd property.

Handwritten notes and stamps in the margin, including a circular stamp from the Sub-Registrar's Office, Thane, dated 17/12/1983, and a rectangular stamp with the name 'DEVKABAI KAMLAKAR PATIL'.



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- vi. In further development of the said 2nd property the heirs of the owner SHRI NARAYAN KESHAV MHATRE i.e. (1) SHRI KALAYA NARAYAN MHATRE, (2) SMT. PARVATI RAMCHANDRA PATIL, (3) SMT. HAVLOOBAI BALKRISHAN PATIL, (4) SMT. CHANDRAPRABHA (CHANDRABAI) TUKARAM PATIL and (5) SMT. ATVARABAI PANDURANG BHOIR by a Release Deed dated 10/04/1995 duly registered under Doc. No.TNN-4/1933/1995 the co-owners have released, relinquished and given up all their rights, title and interests to and in favour of the co-owner SHRI BHASKAR NARAYAN MHATRE, in respect of land **admeasuring 11.2 Guntha equivalent to 1120 Sq. Meters** out of and forming the part of the said 2nd property and the 7/12 extract was prepared by the Talathi of land Old Survey No.563, Hissa No. 4pt New Survey No.205, Hissa No.4B. of Village BHAYANDAR, lying, being and situate at Bhayander (West), Taluka and District Thane, as more particularly described in the Schedule hereunder written, hereinafter referred to as "**the said 2nd property**" for the consideration price and mentioned therein and accordingly the name of SHRI BHASKAR NARAYAN MHATRE entered and recorded in the Land Record i.e. 7/12 extract of the said 2nd property. as owner under Mutation Entry No.5804.
- vii. That after execution of the said Released Deed that said 2nd Property was divided and separated between the co-owners and a separate 7/12 extract was prepared for remaining lands **admeasuring 6.1 Guntha equivalent to 610 Sq. Meters out** of and forming the part of the said 2nd property the 7/12 extract was prepared by the Talathi of land Old Survey No.563, Hissa No.4pt, New Survey No.205, Hissa No.4C, of Village BHAYANDAR, lying, being and situate at Bhayander (West), Taluka and District Thane, as more particularly described in the Schedule hereunder written, hereinafter referred to as "**the said 3rd property**" and accordingly the name of (1) SHRI KALAYA NARAYAN MHATRE, (2) SMT. PARVATI RAMCHANDRA PATIL, (3) SMT. HAVLOOBAI BALKRISHAN PATIL, (4) SMT. CHANDRAPRABHA (CHANDRABAI) TUKARAM PATIL and (5) SMT. ATVARABAI PANDURANG BHOIR entered and recorded in the Land Record i.e. 7/12 extract of the said 3rd property as owners as per Mutation Entry Nos. 5010 & 5804.
- In the manner aforesaid the respective owners SHRI SUDHAKAR BHAU MHATRE owner of the 1st property, SHRI BHASKAR NARAYAN MHATRE owner of the 2nd property and SHRI KALAYA NARAYAN MHATRE & 4

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Others owners of the 3rd property were seized, possessed and/or well and sufficiently entitled for the lands property as described in the Schedule hereunder as owners and the same is described in a Table below;

Name of the Owners	Old Survey No.	New Survey No.	Hissa No.	Land areas in Sq. Mt.	Property type
Sudhakar B. Mhatre	563	205	4pt/4a	1760	1st
Bhaskar N. Mhatre	563	205	4pt/4b	1120	2nd
Kalaya N. Mhatre & 4 Others	563	205	4pt/4c	610	3rd

All of Village BHAYANDAR, lying, being & situate at Bhayander (West), Taluka and District Thane, within the limits of Mira Bhayander Municipal Corporation, and as more particularly described in the First Schedule hereunder written, hereinafter collectively called as "the said property".

- ix. The Owner of the said 2nd Property SHRI BHASKAR NARAYAN MHATRE died on 26/03/2001 leaving behind him his widow (1) SMT. JANAKI BHASKAR MHATRE and their heirs and legal representative namely: (2) SHRI NARESH BHASKAR MHATRE (son), (3) SHRI DEVDHAR BHASKAR MHATRE (son), (4) SMT. MANJULA NARENDRA BHOIR (married daughter) and (5) SMT. HEMLATA JAGDISH MHATRE (married daughter) who are jointly entitled for the estates and properties of the deceased and accordingly the names of the heirs of the deceased entered and recorded in the Land Records i.e. 7/12 extract of the said 2nd property under Mutation Entry No.5876 as owners of the said 2nd property.
- x. The Owners (1) SHRI KALAYA NARAYAN MHATRE, (2) SMT. PARVATI RAMCHANDRA PATIL, (3) SMT. HAVLOOBAI BALKRISHAN PATIL, (4) SMT. CHANDRAPRABHA (CHANDRABAI) TUKARAM PATIL and (5) SMT. ATVARABAI PANDURANG BHOIR by an Agreement dated 29/09/2003 duly registered under Doc. No. TNN-7/05265/2003 agreed to sell assigned and transfer the said 3rd property along with all its development rights to and in favour of (1) SHRI CHAMANLAL GUPTA and (2) SHRI VISHAL C. GUPTA i.e. the partner of the Promoters herein for the consideration price and on the terms and conditions mentioned therein. Simultaneously the said Owners had also executed a Power of Attorney

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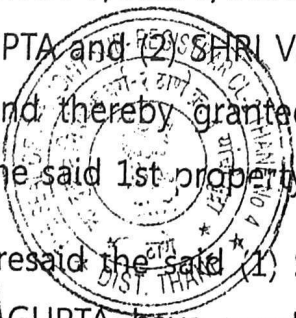


dated 29/09/2003 duly registered under Doc. No.TNN-7/05266/2003 to and in favour of (1) SHRI CHAMANLAL GUPTA and (2) SHRI VISHAL C. GUPTA i.e. the partner of the Promoters and thereby granted various powers and authorities inter alia to sell the said 3rd property and execute conveyance thereof.

xi. The Owners (1) SHRI NARESH BHASKAR MHATRE, (2) SHRI DEVDHAR BHASKAR MHATRE, (3) SMT. MANJULA NARENDRA BHOIR, (4) SMT. HEMLATA JAGDISH MHATRE AND (5) SMT. JANAKI BHASKAR MHATRE all jointly by an Agreement dated 29/09/2003 duly registered under Doc. No.TNN-7/05267/2003 agreed to sell, assigned and transfer the said 2nd property alongwith all its development rights to and in favour of (1) SHRI CHAMANLAL GUPTA and (2) SHRI VISHAL C. GUPTA i.e. the partner of the Promoters herein for the consideration price and on the terms and conditions mentioned therein. Simultaneously the said Owners had also executed a Power of Attorney dated 29/09/2003 duly registered under Doc. No.TNN-7/05268/2003 to and in favour of (1) SHRI CHAMANLAL GUPTA and (2) SHRI VISHAL C. GUPTA i.e. the partner of the Promoters and thereby granted various powers and authorities inter alia to sell the said 2nd property and execute conveyance thereof.

xii. The Owners (1) SHRI SUDHAKAR BHAU MHATRE, (2) SMT. ALKA SUDHAKAR MHATRE, (3) SHRI MILIND SUDHAKAR MHATRE, (4) SHRI VAIBHAV SUDHAKAR MHATRE and (5) SMT. RAMABAI BHAU MHATRE all jointly by an Agreement dated 29/09/2003 duly registered under Doc. No.TNN-7/05269/2003 agreed to sell, assigned and transfer the said 1st property along with all its development rights to and in favour of (1) SHRI CHAMANLAL GUPTA and (2) SHRI VISHAL C. GUPTA i.e. the partner of the Promoters herein for the consideration price and on the terms and conditions mentioned therein. Simultaneously the said Owners had also executed a Power of Attorney dated 29/09/2003 duly registered under Doc. No.TNN-7/05270/2003 to and in favour of (1) SHRI CHAMANLAL GUPTA and (2) SHRI VISHAL C. GUPTA i.e. the partner of the Promoters and thereby granted various powers and authorities inter alia to sell the said 1st property and execute conveyance thereof.

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xiii. In the manner aforesaid the said (1) SHRI CHAMANLAL GUPTA and (2) SHRI VISHAL C. GUPTA have purchased and acquired the said 1st property, 2nd property and 3rd property, as more particularly described in the Schedule hereunder written, hereinafter collectively called as "the said property" from its owners and all such person or persons having

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rights or claims in any manner in respect of the said property, as more particularly described in the First Schedule hereunder written, free from all encumbrances, claims and demands and accordingly the Owners are seized, possessed and/or well and sufficiently entitled for the said property.

xiv. The said (1) SHRI CHAMANLAL GUPTA and (2) SHRI VISHAL C. GUPTA have formed a Partnership Firm under a Deed of Partnership dated 05/10/2017 duly registered under the provision of Indian Partnership Act, 1932 in the name and style of "VAIBHAV SIDDHI CONSTRUCTION CO." i.e. the Promoters herein for development of the said property. In further development the said Partnership firm by a Deed of Partnership dated 15/12/2017 enter a new partners (1) MR. ARYAN VISHAL GUPTA, (2) MRS. RIMPY VISHAL GUPTA, (3) MR. DINESH NAROTTAMBHAI PATEL, Karta of DINESH N. PATEL (HUF) and (4) MR. SANGAM DINESH PATEL as partners in the said firm.

xv. Thus after acquiring the exclusive rights of development in respect of the said property as described above the said M/s. VAIBHAV SIDDHI CONSTRUCTION CO. have amalgamated 1st property, 2nd property and third property i.e. the said property and prepared the plan and lay out for development and submitted the same to the Mira Bhayander Municipal Corporation (MBMC) and obtained the sanctions and approvals from them for construction of building in respect of the said property. It is hereby placed on record that under the Development Plan (D.P.) of the Mira Bhayander some part of area admeasuring 649.25 Sq. Meters falls under D.P. Road Reservation out of the said 2nd property and some part an area admeasuring 464 Sq. Meters falls under P.S. & P.G. Reservation No.137 and remaining falls under R-Zone (Residential Zone). The said Promoters by an Agreed dated 20/12/2017 duly registered have surrendered and handover the said reservation area of land and property to MBMC as per the terms and conditions mentioned therein and accordingly the names of MBMC entered in the Land Records i.e. 7/12 extract for that part of lands in the said property under Mutation Entry No. 7325 and in lieu of the said property the additional FSI by way of set-back FSI and TDR have been issued in favour of the Promoters.

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 - A circular stamp with "MIRA BHAYANDER MUNICIPAL CORPORATION" and "DIST. THANE" around the perimeter.  
 - Handwritten text: "7/12 extract for that part of lands in the said property under Mutation Entry No. 7325 and in lieu of the said property the additional FSI by way of set-back FSI and TDR have been issued in favour of the Promoters."  
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xvi. In the manner aforesaid the Promoters are fully entitled to develop the said properties and construct buildings thereon in accordance with the

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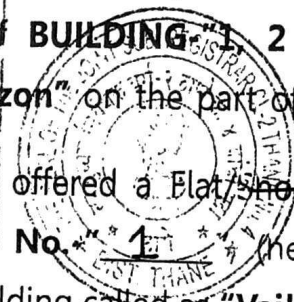
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plans sanctioned by the Mira Bhayander Municipal Corporation. The Promoters' i.e. VAIBHAV SIDDHI CONSTRUCTION CO. has got approved from the concerned local authority the plans, the specifications, elevations, sections and details of the said building to be constructed on the said property. They have also obtained the Commencement Certificate bearing vide No.MB/MNP/NR/1702/2018-19 dated 05/07/2018 from Mira Bhayander Municipal Corporation for development and construction of 3 Buildings as mentioned therein.

- xvii. In accordance with the plans sanctioned by the Mira Bhayander Municipal Corporation, the Promoters are developing the said property described in the First Schedule hereto and they are constructing thereon the Buildings being Building No.-'1', consisting of Part Ground + 13 Upper Floors, Building No.-'2', consisting of Part Ground + 7 Upper Floors AND Building No.-'3', consisting of Stilt+ 2 Upper Floors on the said property as per C.C. granted by MBMC to be known as "**Vaibhav Horizon**".
- xviii. The Promoters have obtained the following sanctions and approvals: (a) Approval of Building plan. (b) N. A. Order issued from the Collector at Thane. (c) ULC N.O.C. issued by Additional Collector & Competent Authority, ULC Department Thane and (d) Building Permission & Commencement Certificate from Mira Bhayander Municipal Corporation. The copies of the above mentioned orders, sanctions and approvals are attached herewith forming the part of Annexure.
- xix. The Promoter is entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;
- xx. The Promoter is in possession of the project land.
- xxi. The Promoter has proposed to construct 'The Project' (means the FSI admeasuring **4507.63** Sq. Meters (the area of FSI subject to revision from time to time as may be sanctioned) to be consumed for the construction of **BUILDING "1, 2 & 3"** of the building known as "**Vaibhav Horizon**" on the part of the said land.

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xxii. The Allottee is offered a Flat/Shop bearing number 302 on the 3<sup>rd</sup> floor, **Building No. "1"** (herein after referred to as the said "flat") in the Building called as "**Vaibhav Horizon**" (hereinafter referred to as the said "Building") being constructed by the Promoter.

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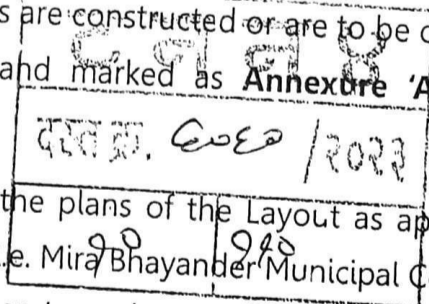
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- xxiii. The Promoter has entered into a standard Agreement with an Architect /L.S. Engineer registered with the Council of Architects/Local Authority and such Agreement is as per the Agreement prescribed by the Council of Architects;
- xxiv. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Maharashtra no.- **P51700017467**; authenticated copy is attached in **Annexure 'F'**;
- xxv. The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.
- xxvi. By virtue of above referred Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Flats in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the Allottee(s)/s of the Flats to receive the sale consideration in respect thereof;
- xxvii. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects/L.S. Engineer and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;
- xxviii. The authenticated copies of Certificate of Title issued by the attorney at Law or Advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Flats are constructed or are to be constructed have been annexed hereto and marked as **Annexure 'A' and 'B'** respectively.
- xxix. The authenticated copies of the plans of the Layout as approved by the concerned Local Authority i.e. Mira Bhayander Municipal Corporation (MBMC) have been annexed hereto and marked as **Annexure C-1**.
- xxx. The authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure C-2**,



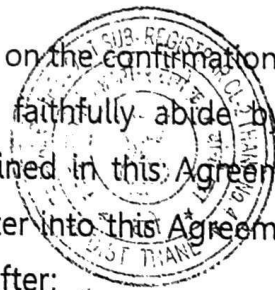
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- xxxi. The authenticated copies of the plans and specifications of the Flat agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **Annexure D**.
- xxxii. The Promoter has got some 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, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.
- xxxiii. 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.
- xxxiv. The Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.
- xxxv. The Allottee has applied to the Promoter for allotment of a Flat No. 302 on 3<sup>rd</sup> floor in Building No. "1" of the building known as "**Vaibhav Horizon**" being constructed on the said property,
- xxxvi. The carpet area of the said Flat is 36.04 square meters AS PER RERA and "carpet area" means the net usable floor area of a flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee or verandah area and exclusive open terrace are a appurtenant to the said Flat for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the flat.

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xxxvii. The Parties relying on the confirmations, representations and assurances of each other to 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;

xxxviii. Prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs. 1,00,000/- (Rupees One Lakh Only only), being part payment of the sale consideration of the flat agreed to be sold by the Promoter

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to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both here by admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

- xxxix. The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority.
- xl. U/s.13 of the said Act the Promoter is required to execute a written Agreement for sale of said Flat with the Allottee, being in fact the seprents and also to register said Agreement under the Registration Act, 1908. 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 Allottee hereby agrees to purchase the (Flat) and the garage/covered parking (if applicable).

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

1. The Promoter shall construct the said building/s consisting of ground/ stilt, and ...13... upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Flat of the Allottee except any alteration or addition required by any Government authorities or due to change in law.
- 1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Flat/Shop No. 302 of carpet area (as per RERA) admeasuring 36.04 Sq. Meters (Excluding Encluse Balcony) on 3<sup>rd</sup> floor in Building No. "1" of the building known as "**Vaibhav Horizon**" (hereinafter referred to as "the Flat") as shown in the Floor plan thereof hereto annexed and marked **Annexure C-1** and **C-2** for the consideration of Rs. 43,00,000/- including Rs. Fourty Three Lakhs Only/- being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the

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**Second Schedule Annexed** herewith. (The price of the Flat including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos \_\_\_\_\_ situated at stilt and /or ground being constructed in the layout for the consideration of Rs. \_\_\_\_\_/-.

1 (b) The total aggregate consideration amount for the flat including covered parking spaces is thus Rs. 43,00,000/-.

1 (c) The Allottee has paid on or before execution of this agreement a sum of Rs 4,30,000/- (Rupees Four Lakhs Thirty Thousand only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs 38,70,000/- (Rupees Thirty Eight Lakhs Seventy Thousand only) in the following manner :-

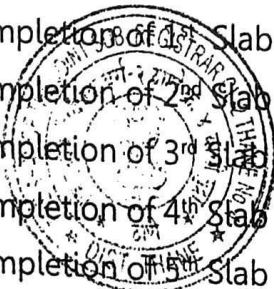
i. Amount of Rs 8,60,000/- (Rupees Eight Lakhs Sixty Thousand only) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.

ii. Amount of Rs 6,45,000/- (Rupees Six Lakhs Fourty Five Thousand only) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building in which the said Flat is located.

iii. Amount of Rs 10,75,000/- (Rupees Ten Lakhs Seventy Five Thousand Only) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including stilts of the building in which the said Flat is located in the following manner;

Sr. No.	on Completion of Slab	Amount
1	Completion of 1 <sup>st</sup> Slab	
2	Completion of 2 <sup>nd</sup> Slab	
3	Completion of 3 <sup>rd</sup> Slab	
4	Completion of 4 <sup>th</sup> Slab	
5	Completion of 5 <sup>th</sup> Slab	
6	Completion of 6 <sup>th</sup> Slab	
7	Completion of 7 <sup>th</sup> Slab	

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- 8. Completion of 8<sup>th</sup> Slab
- 9. Completion of 9<sup>th</sup> Slab
- 10. Completion of 10<sup>th</sup> Slab
- 11. Completion of 11<sup>th</sup> Slab
- 12. Completion of 12<sup>th</sup> Slab
- 13. Completion of 13<sup>th</sup> Slab
- 14. Completion of 14<sup>th</sup> Slab

iv. Amount of Rs 2,15,000/- (Rupees Two Lakhs Fifteen Thousand Only) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls internal plaster, floorings doors and windows of the said Flat.

v. Amount of Rs 2,15,000/- (Rupees Two Lakhs Fifteen Thousand Only) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat.

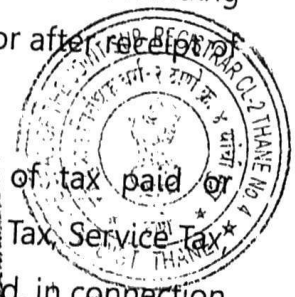
vi. Amount of Rs 2,15,000/- (Rupees Two Lakhs Fifteen Thousand Only) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building in which the said Flat is located.

vii. Amount of Rs 4,30,000/- (Rupees Four Lakhs Thirty Thousand Only) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building in which the said Flat is located.

viii. Balance Amount of Rs 2,15,000/- (Rupees Two Lakhs Fifteen Thousand Only) against and at the time of handing over of the possession of the Flat to the Allottee on or after receipt of occupancy certificate or completion certificate.

1 (d) The Total Price above excludes taxes (consisting of tax paid or payable by the Promoter by way of GST, Value Added Tax, Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Flat].

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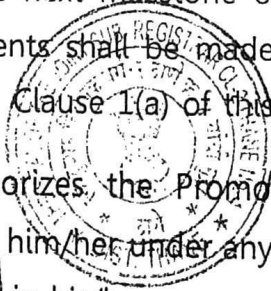
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- 1 (e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/ Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1 (f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @    % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee by the Promoter.
- 1 (g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- 1 (h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/ direct the Promoter to adjust his payments in any manner.

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Note : Each of the installment mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple installments linked to number of basements/podiums/floors in case of multi-storied building.

- 2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat.
- 2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Flat] to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Clause 1 (c) herein above. ("Payment Plan").
3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is mentioned hereinabove and Promoter has planned to utilize Floor Space Index of 1.9 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 2.5 as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Flat based on the proposed construction and sale of flats to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Flat] to the Allottee, the Promoter

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agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this agreement from the date the said amount is payable by the Allottee(s) to the Promoter.

4.2 Without prejudice to the right of Promoter to charge interest in terms of Sub Clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement: provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Flat which may till then have been paid by the Allottee to the Promoter.

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The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Flat as are set out in **Annexure 'E'**, annexed hereto.

The Promoter shall give possession of the Flat to the Allottee on ~~or~~ **full** before **payment**. If the Promoter fails or neglects to give possession of the Flat to the Allottee on account of reasons beyond his control

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and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Flat with interest at the same rate as may mentioned in the Clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of -

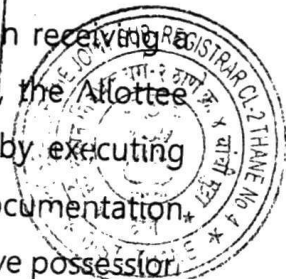
- (i) War, civil commotion or act of God;
- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Flat], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Flat to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Flat within 15 days of the written notice from the Promoter to the Allottee intimating that the said Flats are ready for use and occupancy:

7.3 **Failure of Allottee to take Possession of Flat** Upon receiving a written intimation from the Promoter as per Clause 7.1, the Allottee shall take possession of the [Flat] from the Promoter by executing necessary indemnities, undertakings and such other documentation, as prescribed in this Agreement, and the Promoter shall give possession of the [Flat] to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

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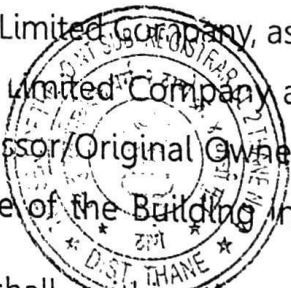
7.4 If within a period of five years from the date of handing over the Flat to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Flat or the building in which the Flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

8. The Allottee shall use the Flat or any part thereof or permit the same to be used only for purpose of \*residence/office. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other Allottee(s) of Flats in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building in which the said Flat is situated.

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9.2	The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the



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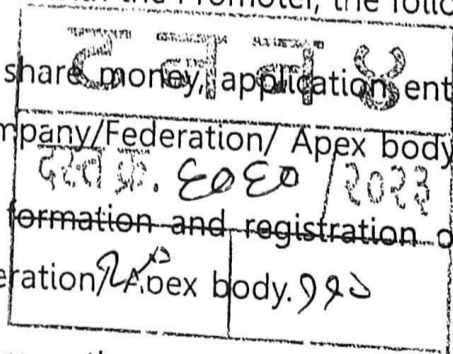
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right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Flat is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoing in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoing as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. ..../- per month towards the outgoing. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-

- (i) Rs. \_\_\_\_\_/- for share money, application, entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) Rs. \_\_\_\_\_/- for formation and registration of the Society or Limited Company/Federation/Apex body.
- (iii) Rs. \_\_\_\_\_/- for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body.



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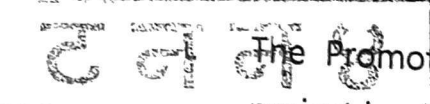
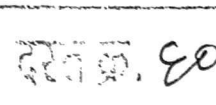
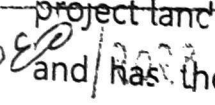
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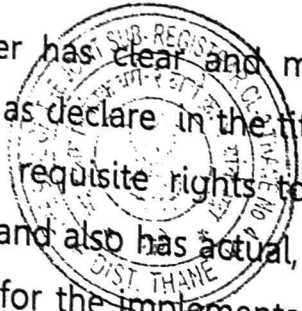
- (iv) Rs. \_\_\_\_\_/- for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
- (v) Rs. \_\_\_\_\_/- For Deposit towards Water, Electric, and other utility and services connection charges &
- (vi) Rs. \_\_\_\_\_/- for deposits of electrical receiving and Sub Station provided in Layout.

11. The Allottee shall pay to the Promoter a sum of Rs. \_\_\_\_\_/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
12. At the time of registration of conveyance or Lease of the structure of the building of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building of the buildings. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

**13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

The Promoter hereby represents and warrants to the Allottee as follows:



The Promoter has clear and marketable title with respect to the project land as declare in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

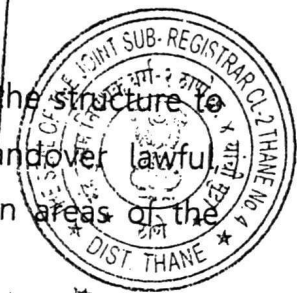
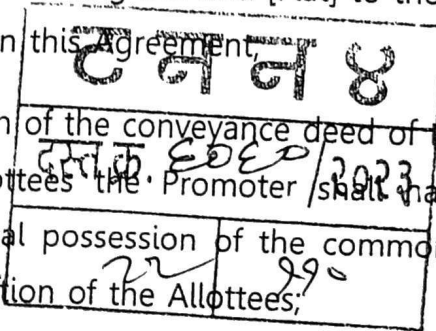
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and

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- shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Flat] which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Flat] to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of Allottees the Promoter shall handover lawful vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and

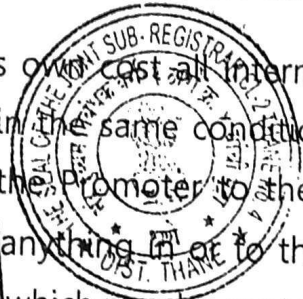




other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Flat may come, hereby covenants with the Promoter as follows :-
- i. To maintain the Flat at the Allottee's own cost in good and tenable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.
  - ii. Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

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iii. To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for

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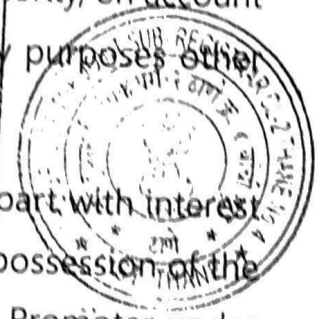
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the consequences thereof to the concerned local authority and/or other public authority.

- iv. Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Flat without the prior written permission of the Promoter and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the project land and the building in which the Flat is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation

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21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE /  
SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Flat], in case of a transfer, as the said obligations go along with the [Flat] for all intents and purposes.

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE  
WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Flat] to the total carpet area of all the [Flats] in the Project.

24. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the

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Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at.

26. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
27. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee: Mr. Bhaveshkumar S. Shah & Mrs. Minalben B. Shah

(Allottee's Address): A/302, 3<sup>rd</sup> Floor, Trishla Bldg., 60 Feet Road, Bhayander (west), Thane, Devchand Nagar Road,

Notified Email ID: Thane, Maharashtra - 401101.

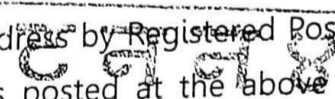
Contact No. 9323024566

M/s Promoter name: Vaibhav Siddhi Construction Co.

(Promoter Address): Shop No. 8 & 9, Vaibhav Horizon, New 90 Ft. Road, Nxt. to Planetaria Complex,

Notified Email ID: Bhayander (w), Thane - 401101.

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

	
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28. **JOINT ALLOTTEES**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the

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address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

- 29. Stamp Duty and Registration: - The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.
- 30. Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
- 31. **GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Thane courts will have the jurisdiction for this Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT pieces or parcels of amalgamated land property bearing (1) Old Survey No.563, Hissa No. 4pt New Survey No.205, Hissa No.4A, admeasuring 1760 Sq. Meters, AND (2) Old Survey No.563, Hissa No. 4pt , New Survey No.205, Hissa No.4B, admeasuring 1120 Sq. Meters, AND (3) Old Survey No.563, Hissa No. 4pt , New Survey No.205, Hissa No. 4C, admeasuring 610 Sq. Meters, all of Village BHAYANDAR, lying, being and situate at Bhayander (West), Taluka and District Thane, within the limits of Mira Bhayander Municipal Corporation, Registration District & sub District at Thane and bounded as follows:

On or towards the East: By Survey No. 563, Hiss No.1.  
On or towards the West: By Survey No. 18 Meter Wide D. P. Road.  
On or towards the North: By Survey No. P.S. & P.G. Reservation No.137.  
On or towards the South: By Survey No. 583.

22 990 THE SECOND SCHEDULE ABOVE REFERRED TO:

Flat/shop No. 302 of carpet area (as per RERA) admeasuring 36.04 Sq. Meters (Excluding Enclose Balcony) on 3rd floor in Building No. "1" of the building known as "Vaibhav Horizon" to be constructed in the layout of the properties described in the first schedule hereinabove written.

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Mineel B. Shekh

IN WITNESS WHEREOF the parties hereto have hereunto set subscribed their respective hands and seals the days and year first herein above written.

SIGNED, SEALED & DELIVERED )  
By the within named "PROMOTERS" )  
M/s. VAIBHAV SIDDHI CONSTRUCTION CO )  
PAN No. AAPFV703CA



For VAIBHAV SIDDHI CONSTRUCTION CO.

in the presence of WITNESSES: )

1. Name Dinkle A Shekh )

Signature Dinkle )

*[Handwritten signature]*

Partner

2. Name Nimesh A. Kar. g )

Signature Nimesh )



*[Handwritten signature]*

SIGNED, SEALED & DELIVERED )

By the within named "ALLOTTEE/S")

Mr. Bhaveshkumar S. Shah )

Mrs. Minalben B. Shah )

in the presence of WITNESSES: )

1. Name Dinkle A Shekh

Signature Dinkle

2. Name Nimesh A. Kar. g

Signature Nimesh



*[Handwritten signature]*

Handwritten registration details in a box:  
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RECEIPT

RECEIVED the day AND year first hereinabove Written from the within named PURCHASER/S a sum of RS. 1,00,000 /- (Rupees One Lakh Only Only) as part payment towards the purchase of flat as within mentioned to be paid by him/her to us by ~~Cash~~/Cheque No. 682991 Dated 22/03/23 Drawn on the Saraswat Bank, Bhayander (W).

WE SAY RECEIVED

RS. 1,00,000 /-

For M/s. Vaibhav Siddhi Construction Co.



PARTNER

Witnesses:

1. Dimble

2. Ninosh

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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 : **P51700017467**

Project: **VAIBHAV HORIZON** Plot Bearing / CTS / Survey / Final Plot No.: **563 4 PT/4 PT/4 PT** at **BHAYANDAR, Thane, Thane, 401101;**

1. **Valbhav Siddhi Construction Co.** having its registered office / principal place of business at **Tehsil: Kurla, District: Mumbai Suburban, Pin: 400088.**
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 **24/09/2022** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
  - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
  - That the promoter shall take all the pending approvals from the competent authorities
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid  
Digitally Signed by  
Dr. Vasanti Premchand Prabhu  
(Secretary, MahaRERA)  
Date: 8/13/2018 6:50:58 PM

Dated: 13/08/2018

Place: Mumbai

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

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 लुभाकर भाऊ उदम

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खाते क्रमांक ६४८  
 कुळाचे नाव

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द्वारा अधिकार

रजि. (६०८) (६३६) कंपनीच्या नियमानुसार  
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 दि इस्टेट डेव्हलपमेंट कं. लि. (६३५२)  
 (६३५२)

सीमा आणि भूसापन चिह्ने

गाव नमुना बास (पिकांची नोंदवही)

[ महाराष्ट्र जमीन महसूल अधिकार अधिलेख आणि नोंदवही (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७९ यातील नियम २९ ]

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		निव्वळ क्षेत्रफळ	कल सिंचित	अकल सिंचित	घटक पिके व पल्पेका-खालील क्षेत्र			पिकाचे नाव	कल सिंचित	अकल सिंचित					एकूण क्षेत्रफळ	एकूण
३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५	१६			
०१०			हे. आ.	हे. आ.		हे. आ.	हे. आ.				विजश्री ०-१५-३					
२०१३											विजश्री ०-१५-३					
२०१४											विजश्री ०-१५-३					

तलाठी सजा भाईदर  
 ता. जि. ठाणे

० 6 JUN 2016.

८८८८  
 दस्त क्र. ६०६० / २०१३  
 ३३ ११०



Flat No. B/204,  
Ramsha Apartment,  
Indralok, Phase - 1,  
Bhayander (E) - 401 105.  
Tel.: 6524 1109

**S. P. SINGH**  
**VIKAS SINGH**  
**V. P. SINGH**  
ADVOCATES HIGH COURT

Tel. : 2897 8981  
Markande Niwas, H. T. Road,  
Kajupada, Borivall (E),  
Mumbai - 400 066.  
vedprakashsingh7@yahoo.com

## TITLE CERTIFICATE

### TO WHOM IT MAY CONCERN

THIS IS TO CERTIFY that We have taken the search and investigated the title in respect of lands described in a Table below;

Old Survey No.	New Survey No.	Hissa No.	Land areas in Sq. Meters
563	205	4A	1760
563	205	4B	1120
563	205	4C/(pt)	610

DERIVED from the lands property bearing Old Survey No. 563, New Survey No. 205, Hissa No. 4, admeasuring 34.9 Guntha or 3490 sq. meters, of Village BHAYANDAR, lying, being and situate at Bhayander (West), Taluka and District Thane, within the limits of Mira Bhayander Municipal Corporation, hereinafter referred to as "the said entire property", which originally belonged to SHRI KESHAV MHATRE as owner of the said entire property and accordingly his name appeared in the Land Records i.e. 7/12 extract of the said entire property.

THAT the said Owner SHRI KESHAV MHATRE died intestate leaving behind him his heirs namely: 2 sons (1) SHRI

८६६८८  
०५/०५/२०२३

Correspondence at Borivall Address only.





# मिरा भाईदर महानगरपालिका

नगररचना विभाग

स्वामी विवेकानंद भवन, आर.बी.के. स्कूलच्या बाजूला, कनाकिया मिरारोड (सु.)



दिनांक:- ११/०८/१८

जा.क्र. मनपा/नर/ ३०२/२०१८-१९

- वाचले :-
1. मे. डी.एन. पटेल अॅन्ड असो. (सल्लागार अभियंता) यांचा दि.13/08/2018 रोजीचा अर्ज.
  2. मिरा भाईदर महानगरपालिका जा.क्र. मिभा/मनपा/नर/1702/2018-19, दि.05/07/2018 अन्वये सुधारीत बांधकाम प्रारंभपत्र.
  3. मे. डी.एन. पटेल अॅन्ड असो. (सल्लागार अभियंता) यांचेकडील दि.13/08/2018 अन्वये इमारत जोत्याचे बांधकाम मंजूर नकाशाप्रमाणे पूर्ण झाल्याबाबतचे प्रमाणपत्र.
  4. मे. डी.एन. पटेल अॅन्ड असो. यांचेकडील दि.13/08/2018 अन्वये जोत्याचे बांधकाम तांत्रिकदृष्ट्या योग्यतेबाबतचे प्रमाणपत्र.

// जोत्याचा दाखला //

मिरा भाईदर महानगरपालिका क्षेत्रातील मौजे भाईदर, स.क्र. 563 (जुना), 205 (नविन), हि.क्र.4पै.,4पै.,4पै. या जागेतील मंजूर रेखांकन नकाशामधील "इमारत क्र. 1, 2, 3" या इमारतीचे जोत्यापर्यंतचे बांधकाम जा.क्र. मिभा/मनपा/नर /1702/2018-19, दि.05/07/2018 अन्वये मंजूर करण्यात आलेल्या बांधकाम नकाशाप्रमाणे पूर्ण झाले आहे म्हणून जोत्याचा दाखला देणेत येत आहे. जोत्याच्या बांधकामा वरील उर्वरीत बांधकाम मंजूर नकाशाप्रमाणे करणे व संदर्भ क्र. 2 च्या बांधकाम परवानगी पत्रातील अटी/शर्तीचे पालन करणे आपणावर बंधनकारक राहिल.



(बालाजी खतगांवकर)  
आयुक्त

मिरा भाईदर महानगरपालिका

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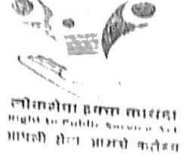




# मिरा भाईंदर महानगरपालिका

## नगररचना विभाग

स्वामी विवेकानंद भवन, आर.बी.के. स्कूलच्या बाजूला, कनाकिया, मिरारोड (पू.)  
जि. ठाणे - 401 107. दूरध्वनी : 022-28121455, \* E-mail Id : tp@mbmc.gov.in



O.C. (Legal) 2022-01

जा.क्र :- मनपा/नर/ 98 | 2022 - 2023

// भोगवटा दाखला //

दिनांक :- 08/8/2022

प्रति,

1) मे. वैभव सिध्दी कन्स्ट्रक्शन कं. चे भागीदार विशाल सी. गुप्ता (विकासक)  
शॉप नं.8,9 वैभव हॉरिजन, 90 फीट रोड,  
प्लॅनेटरिअम कॉम्प्लेक्स जवळ, भाईंदर (प.)

2) मे. डि.एन. पटेल (सल्लागार अभियंता)  
101, पिटर प्लाझा, जे. एस. रोड, रिलायन्स इलेक्ट्रीसीटी, दहिसर (पश्चिम)



विषय - मौजे भाईंदर स.क्र.563/4पै., 4पै., 4पै. (जुना) 205/4अ.4ब.4क (नविन) जागेतील प्रस्तावित इमारत "वैभव हॉरीजन" इमारत क्र.1, 2 व 3 या इमारतीस As Built नकाशानुसार भोगवटा दाखला मिळणेबाबत.

- संदर्भ - 1) सल्लागार अभियंता मे. डी. एन. पटेल अॅण्ड असो. यांचा दि.21/02/2022 रोजीचा अर्ज. (या कार्यालयास प्राप्त आ.क्र. नर /575 दि.25/02/2022)
- 2) नागरी जमीन कमाल धारणा कायद्याकडील पत्र क्र. युएलसी/ठाणे/भाईंदर/टे.नं.6/एसआर-1303 दि.18/07/2000 व पत्र क्र. युएलसी/टिए/टे.नं.6/भाईंदर/एसआर-1361 दि.26/07/2000 अन्वये कलम 8(4) चे आदेश.
- 3) जिल्हाधिकारी कार्यालय ठाणे यांचेकडील पत्र क्र. महसुल/क-1/टे-1एनएपी/एसआर-57/2004 दि.09/09/2005 अन्वये अकृषिक आदेश.
- 4) महानगरपालिकेचे पत्र क्र. क्र.मनपा/नर/1702/2018-19 दि.05/07/2018 रोजीची सुधारीत बांधकाम परवानगी.
- 5) महानगरपालिकेचे पत्र क्र. पत्र क्र. मनपा/नर/3902/2018-19 दि.15/09/2018 रोजीचा जोत्याचा दाखला.
- 6) मे. डी. एन. पटेल अॅण्ड असो. (संरचना अभियंता) यांनी (Building Completion Certificate) दि.21/02/2022 रोजीचा इमारत पूर्णत्वाचा दाखला.
- 7) मे. डी. एन. पटेल अॅण्ड असो (सल्लागार अभियंता) यांचेकडील दि.21/02/2022 रोजीचे इमारतीचे बांधकाम तांत्रिकदृष्ट्या योग्य असलेबाबतचा दाखला.
- 8) मे. ड्राप्लेट कन्सल्टंट यांचा दि.24/01/2022 रोजीचा प्लबीग बाबतचा दाखला.
- 9) साईट सुपरवाईझर मे. ड्राप्लेट कन्सल्टंट यांनी दि.18/01/2022 अन्वये प्रस्तावित इमारतीच्या बांधकामासाठी वापरण्यात आलेले साहित्य योग्य दर्जाचे असल्याचा दाखला.

दिनांक 08/08/2022	
व.क्र. 98/2022	
66	990





# मिरा भाईंदर महानगरपालिका

## नगररचना विभाग

स्वामी विवेकानंद भवन, आर.बी.के. स्कूलच्या बाजूला, कनाकिया, मिरारोड (पू.)  
जि. ठाणे - 401 107. दूरध्वनी : 022-28121455, \* E-mail Id : [tp@mbmc.gov.in](mailto:tp@mbmc.gov.in)

OC (Legal) 2022-01



जा.क्र :- मनापा/नर/ 98 | 2022 - 2023

दिनांक :- 08/8/2022



- 10) अग्निशमन विभागाकडील पत्र क्र. मनपा/अग्नि/1522/2021-22 दि.20/01/2022 रोजीचा अंतिम नाहरकत दाखला.
- 11) महानगरपालिकेचे उद्यान अधिकक यांनी पत्र क्र. मनपा/वृ.प्रा./289/2021-22 दि.23/09/2021 अन्वये झाडांची लागवड व संगोपन केल्याबाबतचा दाखला.
- 12) मा. कार्यकारी अभियंता (साबा) यांचेकडील पत्र क्र. मनपा/विद्युत/2800/2021-22 दि.15/11/2021 अन्वये सोलार वॉटर हीटिंग सिस्टीम कार्यान्वीत असल्याबाबतचा दाखला
- 13) महानगरपालिकेच्या मा. कार्यकारी अभियंता, पाणी पुरवठा विभाग यांचेकडील पत्र क्र. मनपा/पापू/1246/2021-22 दि.02/09/2021 अन्वये रेन वॉटर हार्वेस्टिंग सिस्टीम कार्यान्वीत केल्याबाबतचा दाखला.
- 14) विकासकाचे दि.24/02/2022 रोजीचे शपथपत्र.

महोदय,

विषयाकित जागेतील मौजे भाईंदर स.क्र.563/4पै.,4पै.,4पै.(जुना) 205/4अ,4ब,4क(नविन) जागेतील प्रस्तावित इमारत "वैभव हॉरीझन" इमारत क्र.1 (पार्ट तळ + 13) क्षेत्र 3211.43 चौ.मी., इमारत क्र.2 (पार्ट तळ + 7) क्षेत्र 1167.30 चौ.मी. व इमारत क्र. 3 (स्टिक्ट + 2) क्षेत्र 128.90 एकूण बांधकाम क्षेत्र 4507.63 चौ.मी. चे बांधकाम As Built नकाशाप्रमाणे सल्लागार अभियंता मे. डि.एन.पटेल (नोंदणी क्र. नपा/नर/68/438/99-2000, दि.16/04/99 ते दि.31/12/2023 पर्यंतची मुदतवाढ) यांच्या देखरेखीखाली पुर्ण झालेले असून सदरचे बांधकाम तांत्रिकदृष्ट्या योग्य असल्याबाबत संरचना अभियंता मे. डी. एन. पटेल अॅण्ड असो. व सदर इमारतीच्या प्लंबिंगचे काम योग्य झालेबाबत परवानाधारक मे. ड्रापलेट कन्सल्टंट यांनी दाखले दिलेले आहेत. यास्तव सदर वरीलप्रमाणे च्या इमारतीसाठी खालील अटीशर्तीच्या अधिन राहून प्रस्तावित "वैभव हॉरीझन" इमारत क्र. 1,2,3 या इमारतीसाठी As Built नकाशाप्रमाणे प्रस्तावित इमारतीसाठी भोगवटा दाखला देण्यात येत आहे.

अटीशर्ती -

- 1) संदर्भिय पत्र क्र. 4 अन्वयेच्या बांधकाम परवानगी / सुधारीत बांधकाम परवानगी मधील अटीशर्तीचे व विकासकाच्या संदर्भ क्र. 14 अन्वयेच्या शपथपत्राचे पालन करणे बंधनकारक राहिल.

जर

अ) मा. आयुक्त, मिरा भाईंदर महानगरपालिका यांना आवश्यकता वाटल्यास कोणत्याही प्रकारची पुर्तता करणेस कळविल्यानंतर किंवा कोणताही प्रकारचा प्रतिबंध केल्यानंतर त्याचे पालन नाही केल्यास.

ब) आपण कोणत्याही प्रकारची माहिती लपवून किंवा चुकीची माहिती सादर करून परवानगी / भोगवटा दाखला प्राप्त करून घेतल्याचे मा. आयुक्त, मिरा भाईंदर महानगरपालिका यांची खात्री झालेनंतर सदरचा दाखला रद्द करणेचे अधिकार मा. आयुक्त, मिरा भाईंदर महानगरपालिका यांना आहेत.

सदरचा दाखला रद्द करणेचे अधिकार	मा. आयुक्त, मिरा भाईंदर महानगरपालिका यांना आहेत.
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# मिरा भाईंदर महानगरपालिका

## नगररचना विभाग

स्वामी विवेकानंद भवन, आर.बी.के. स्कूलच्या बाजूला, कनाकिया, मिरारोड (पू.)  
जि. ठाणे - 401 107. दूरध्वनी : 022-28121455, \* E-mail Id : [tp@mbmc.gov.in](mailto:tp@mbmc.gov.in)



C.C. (Legal) 2022-01

जा.क्र. :- मनपा/नर/ 98/2022 - 2023

दिनांक :- 08/08/2022

- सदर इमारतीच्या बांधकामामध्ये भविष्यात कोणत्याही प्रकारचे फेरबदल करावयाचे झाल्यास त्याबाबत महानगरपालिकेची परवानगी प्राप्त करून घेणे आवश्यक आहे.
- सदरच्या दाखल्यामध्ये नमुद केलेल्या वापरा व्यतिरिक्त भविष्यात बदल केल्याचे निदर्शनास आल्यास सदरचा दाखला रद्द समजणेत येवून पुढील कार्यवाही करणेत येईल.
- सदरच्या दाखल्यामुळे महाराष्ट्र प्रादेशिक व नगररचना अधिनियम 1966 मधील कोणत्याही तरतुदी अन्वयेच्या कार्यवाहीसाठी बाधा येणार नाही.
- सदरच्या दाखल्यामुळे अर्जदारास त्यांच्या मालकीच्या नसलेल्या कोणत्याही जमिनीचा कोणत्याही प्रकारे वापर करता येणार नाही.
- सदर जागेच्या मालकीबाबतच्या मा. न्यायालयात सुरु असल्यास मा. न्यायालयाच्या आदेशाचे पालन करणे विकासकावर बंधनकारक राहिल. त्याबाबत महानगरपालिकेची कोणत्याही प्रकारची जबाबदारी राहणार नाही.
- अर्जदारांनी सादर केलेल्या दि.24/02/2022 रोजीच्या शपथपत्राप्रमाणे मलनिस्सारण व्यवस्था, सांडपाणी व्यवस्था, पाणीपुरवठा व्यवस्थाबाबत देखभाल दुरुस्ती करणे बंधनकारक राहिल.
- सदर इमारतीचा वापर सुरु करणेपूर्वी सदर दाखला वेळी सादर केलेल्या सर्व विभागाकडील नाहरकत दाखला / प्रमाणपत्र / परवानगी यामधील अटीशर्तीची पूर्तता करणे बंधनकारक राहिल.
- संदर्भिय पत्र क्र. 14 मधील हमीपत्रांचे पालन करणे आपणांवर बंधनकारक राहिल.
- रेखांकनामधील वाहनतळाची जागा कायमस्वरूपी सार्वजनिक वापरासाठी खुली ठेवणे बंधनकारक राहिल.

(मा. आयुक्त सो यांचे मान्यतेने,)



*(Signature)*

(हे. रा. ठाकूर)

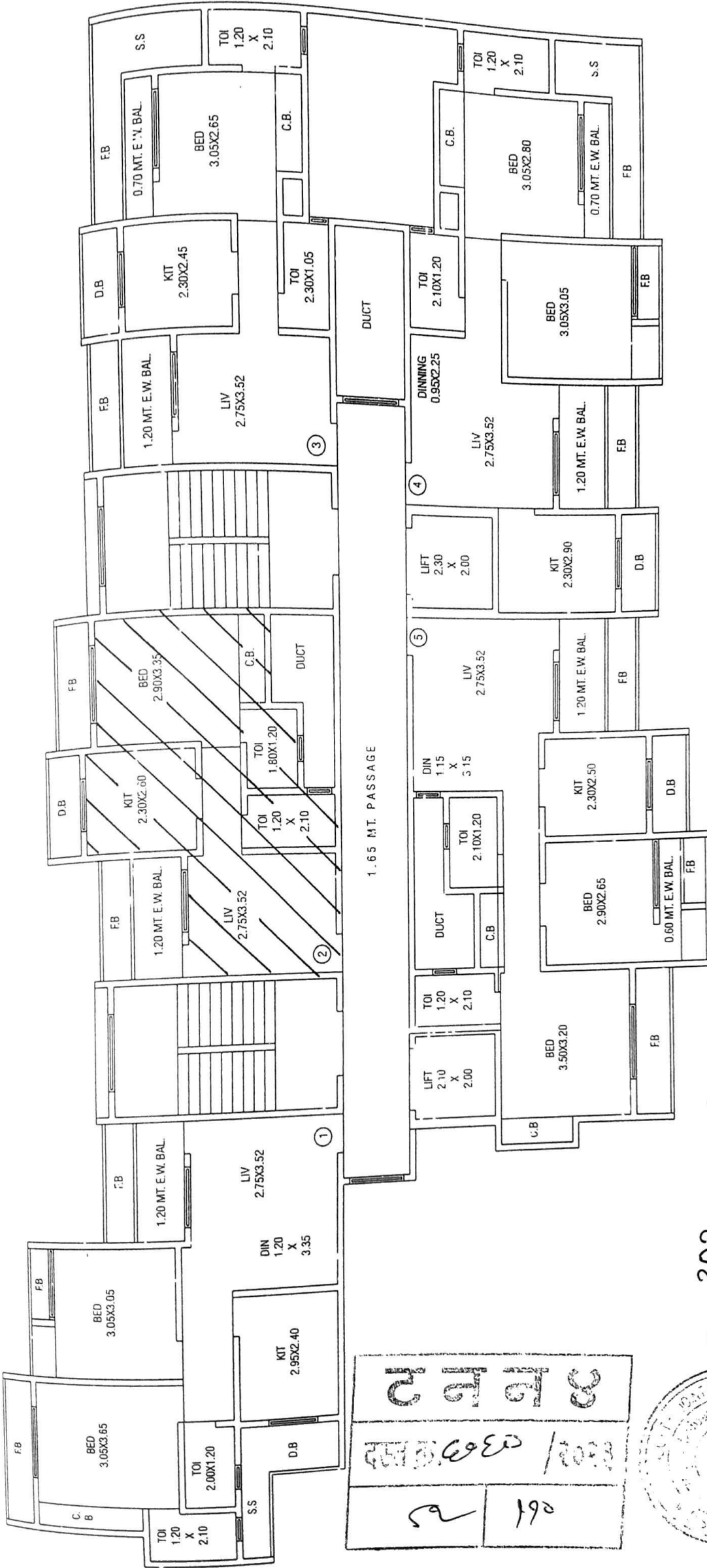
सहाय्यक संचालक, नगररचना  
मिरा भाईंदर महानगरपालिका

प्रत - 1) कर संकलक व निर्धारक.

2) विभाग प्रमुख, अतिक्रमण तथा अनाधिकृत बांधकाम नियंत्रण विभाग.

८ ० ८ ४	
दस्ता क्र. ६०६० / २०२३	
०९	११०





302 / 303  
190

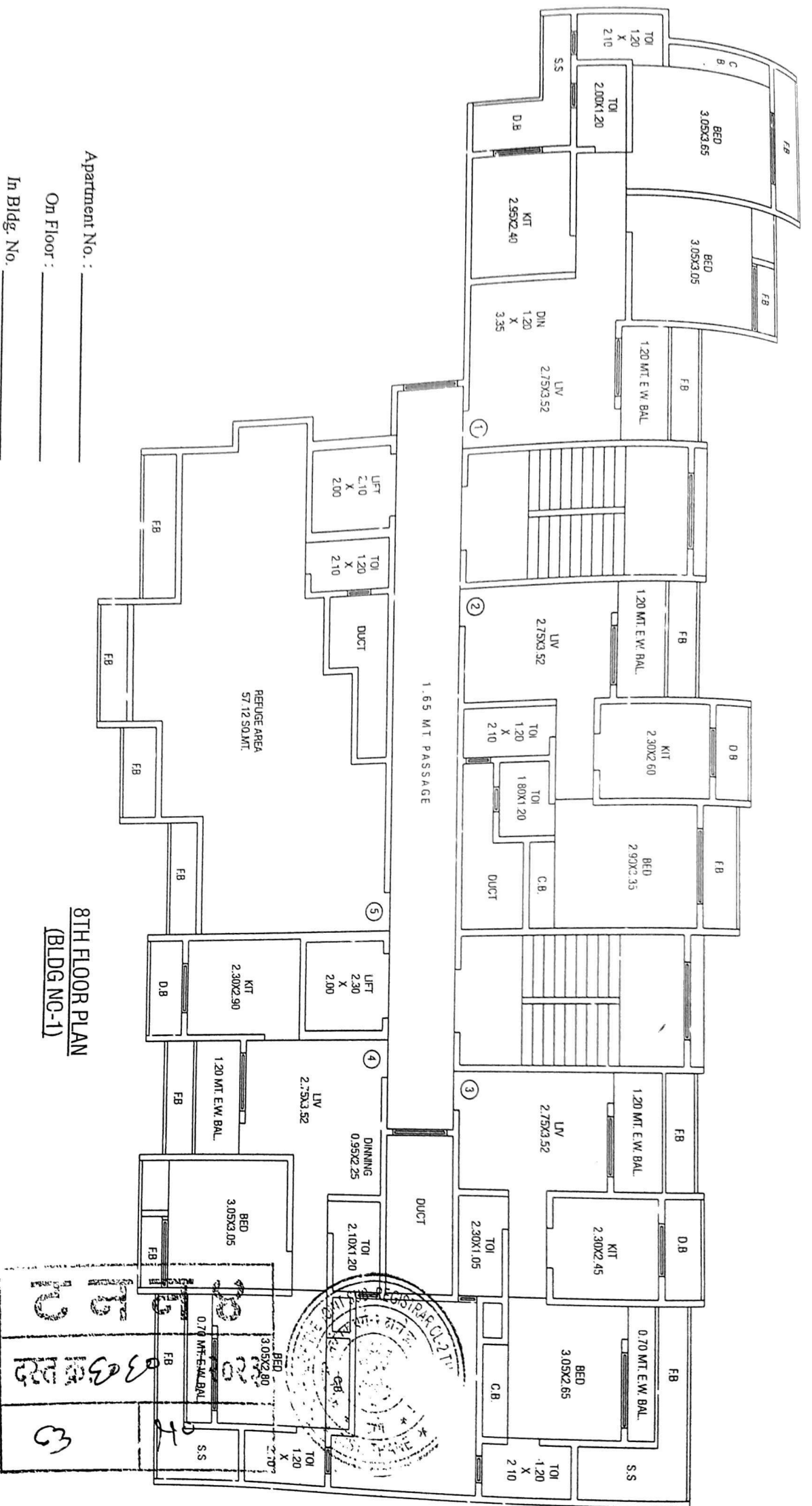
1ST TO 7TH & 9TH TO 13TH FLOOR PLAN  
(BLDG NO-1)

Apartment No. : 302  
On Floor : 3rd  
Bldg. No. : 1  
Carpet Area : 36.04 Sq. Mt.



Purchaser Sign : Mined B. Shek  
BSSher

Developers Sign : [Signature]



Apartment No. : \_\_\_\_\_

On Floor : \_\_\_\_\_

In Bldg. No. \_\_\_\_\_

Carpet Area : \_\_\_\_\_

**8TH FLOOR PLAN**  
**(BLDG NC-1)**

Purchaser Sign : \_\_\_\_\_

Developers Sign : \_\_\_\_\_