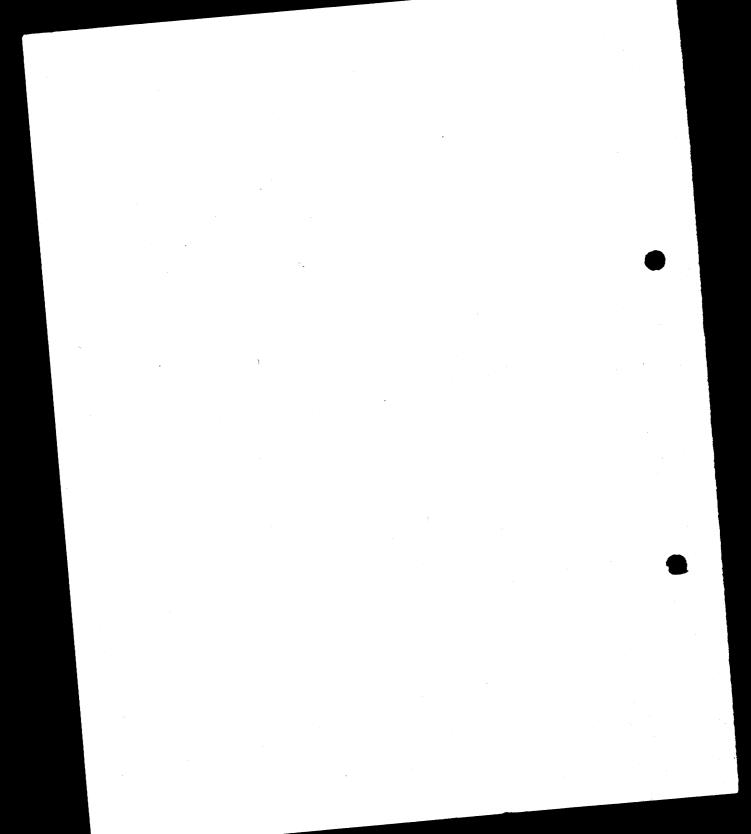
Page 1 of 1 337/7775 Friday, April 21, 2023 पावती Original/Duplicate 3:26 PM नोंदणी क्रं. :39म Regn.:39M गावाचे नाव: घोडबंदर पावती क्रं.: 8419 दिनांक: 21/04/2023 दस्तऐवजाचा अनुक्रमांक: टनन7-7775-2023 दस्तऐवजाचा प्रकार : करारनामा सादर करणाऱ्याचे नाव: शराफत अब्दुल गफूर देसाई - -नोंदणी फी दस्त हाताळणी फी ₹. 30000.00 पृष्ठांची संख्या: 115 रु. 2300.00 एकुण: ₹. 32300.00 आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 3:38 PM ह्या वेळेस मिळेल. वाजार मुल्य: रु.4336763.925 /-मोबदला रु.4760000/-सह दुख्यम् निबंधक वर्ग. २ भरलेले मुद्रांक शुल्क : रु. 333200/-1) देयकाचा प्रकार: DHC रक्कम: रु.300/-डीडी/धनादेश/पे ऑर्डर क्रमांक: 2104202309633 दिनांक: 21/04/2023 वँकेचे नाव व पत्ता: 2) देयकाचा प्रकार: DHC रक्कम: रु.2000/-डीडी/धनादेश/पे ऑर्डर क्रमांक: 2104202309514 दिनांक: 21/04/2023 बँकेचे नाव व पत्ता: 3) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु.30000/-डीडी/धनादेश/पे ऑर्डर क्रमांक: MH000427383202324R दिनांक: 21/04/2023

GREAT



# रांजाब नैशनल बैंक 🧶 punjab national bank

#### e-Stamp [ Simple Receipt ] Offline Payment Receipt

Branch Name : MIRA ROAD (4509) Challan Number : MBST10042350233

PaymentDate : 11/04/2023 11:26:32 AM

District

: 1201-THANE

GRAS GRN

Office Name

: MH000427383202324R

Bank Txn ID : 110423M366675

: IGR116-THN4\_THANE NO 4 JOINT

SUB REGISTRA

Stamp Duty : 0030046401-75 Amount : 333200.00 Registration Fees : 0030063301-70 Amount : 30000.00

Total Amount : 363200.00

Duty Payer Name : SHARAFAT ABDUL GAFUR DESAI Duty Payer ID Duty Payer Mob No : +91-9869023785

Article Code : B25-Agreement to sale/Transfer/Assignment

Movability

: Immovable Consideration : 4760000.00 Amount

: FLAT NO 1104,11th FLOOR, WISTERIA SQUARE, BUILDING NO 13, MIRA ROAD EAST, THANE Prop Descr Maharashtra 401107

Property Area : 454.00 sq.feet

: RAJDEEP REALTORS PRIVATE Other Party Name LIMITED

Other Party ID

: PAN-AADCR2486D

: PAN-AHCPD2990H

Print Reciept

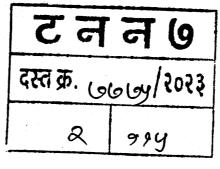
कृते पंजाब नैशनल बैंक FOR PUNUAB NATIONAL BANK

Sr. Manager

Brong.

दस्त क्र.७७७५ /२०२३ 9 994







#### AGREEMENT FOR SALE

ARTICLE OF AGREEMENT made and entered into at Mumbai this 21st day of in the Christian Year Two Thousand and Twenty: Inree

#### BETWEEN

M/s. Rajdeep Realtors Pvt. Ltd., a company duly registered under the provisions of Companies Act, 1956, having its office at Laxmi Palace, 76, Mathuradas Road, Kandivali West, Mumbai – 400 067, hereinafter referred to as the "PROMOTER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include for the time being constituting the said Company, its Director/s, its survivor/s, executor/s, administrator/s and assign/s) OF THE ONE PART,

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MR./MRS./MS. MR Sharafat Abdul Gafur Desci & Kulsumbi Desci of Mumbai Indian inhabitant having his/her/their ADDRESS at A/102, Accord, Chheda Complex, Naya Nagar, Behind Geeta Nagar, Phase-5, Mira Road (E) Thane, Maharashtra-401107. hereinafter referred to as

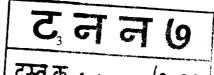
"ALLOTTEE/S" (which expression shall unless it be repugnant to the context or meaning be deemed to mean and include his/her/their heir/s, legal representative/s, executor/s,

administrator/s and assign/s) OF THE OTHER PARTIES OTHER PARTIES OTHER PARTIES OTHER PARTIES OTHER PARTIES OTHER PARTIES OTHER PARTIES

A) Mr. Matesh Anton Telies, 2) Mrs. Mr. Milton Matesh Telies, 4) Mrs. Rita Edward (1997) Mr. Franky Matesh Telies, 7) Mrs. Veronica B. Miss Clera Sunil Koli, 8) Mrs. Anna Martin Telies, 9) Mrs. Manisha Sunil Koli, 10) Mr. Snehal Martin Telies, 11) Mr. Rohan Alias Rahul Martin Telies, 12) Mr. Charly Anton Telies, 13) Mrs. Delthin Charly Telies, 14) Mr. Nikhil Charly Telies, 15) Master Pratik Charly Telies through his Natural Guardian Mr. Charly Anton Telies, 16) Mr. Peter Anton Telies, 17) Mrs. Asha Peter Telies, 18) Miss Romah Peter Telies, and 19) Master Onniel Peter Telies through his Natural Guardian Mr. Peter Anton Telies are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to all that piece and parcel of land bearing Survey No. 105, Hissa No. 1, area admeasuring 8120 sq. meters and Survey No. 105, Hissa No. 2, area admeasuring 12,370 sq. mtrs situate, lying and being at Village Ghodbunder, Taluka & District Thane, within limits of Mira Bhayander Municipal Corporation which is more particularly described in the First Schedule hereunder written.

- B) By and under Development Agreement dated 20/07/2007 is duly stamped and registered under Sr. No. 5334/2007 on 20/07/2007 with Sub-Registrar of Assurance at Thane 2 and made between Mr. Mosses Joseph Topere through his C.A. Shri. Rakesh Kana Gharat as the Owner of the one Part and M/s. Rajdeep Realtors Pvt. Ltd., as the Developers of the Others Part, the Owner sold to the Developers the land bearing Survey No. 105, Hissa No. 1, total admeasuring 8120 Sq. meters, situated and lying at Village-Ghodbunder, Taluka and District Thane on the terms and conditions as stated therein.
- C) By and under Deed of Confirmation dated 03.08.2007 is duly stamped and registered under Sr. No. 5768/2007 on 06.08.2007 with Sub-Registrar of Assurance at Thane 2 confirmed by Mr. Moses Joseph Topere in respect of the land bearing Survey No. 105, Hissa No. 1, situated and lying at Village-Ghodbunder, Taluka and District Thane.





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D) By and under the Development Agreement dated 03.08.2007 is duly stated and registered under Sr. No. 5774 2007 on 06.08.2007 ovith Sub-Registrax of Assurance at Thane- 2 and made between Mr. Moses Joseph Topere as the Owner of the Owner of the Owner sold to the Developers the land bearing Survey No. 105, Hissa No. 2, total admeasuring 12370 Sq. meters., situated and lying at Village- Ghodbunder, Taluka and District Thane on the terms and conditions as stated therein.

- E) By and under the Confirmation Deed dated 11.03.2008 is duly stamped and registered under Sr. No. TNN- 2/2371/2007 on 11.03.2008 with Sub- Registrar of Assurances at Thane-2 and made between Smt. Teresa Berenja Vaity and others as the owner of the One Part AND M/s. Rajdeep Realtors Pvt. Ltd., as the Developers of the Other Part, the Owner sold to the Developers the land bearing Survey No. 105, Hissa No. 2, total area admeasuring 12370 Sq. meters situated and lying at Village- Ghodbunder, Taluka and District Thane on the terms and conditions as stated therein.
- F) By and under Confirmation Deed dated 11.03.2008 is duly stamped and registered under Sr. No. TNN- 2/2372/2007 on 11.03.2008 with Sub- Registrar of Assurances at Thane-2 and made between Smt. Teresa Berenja Vaity and others as the owner of the One Part AND M/s. Rajdeep Realtors Pvt. Ltd., as the Developers of the Other Part, the owner sold to the Developers the land bearing Survey No. 87, Hissa No. 2, total admeasuring 3240 Sq. meters Survey No. 88, Hissa No. 1C, total admeasuring 3950 Sq. meters, Survey No. 105, Hissa No. 1, total admeasuring 8120 Sq. meters situated and lying at Revenue Village Ghodbunder, Taluka and District Thane and on the terms and conditions as stated therein.
- G) By and under Confirmation of Development Agreement dated 9<sup>th</sup> July, 2008 is duly stamped and registered under Sr. No. TNN- 2/6223/2008 on 11.07.2008 with Sub-Registrar of Assurances at Thane- 2 and made between 1) Mr. Matesh Anton Telies, 2) Mrs. Suman Matesh Telies, 3) Mr. Milton Matesh Telies, 4) Mrs. Veronica B. Koli, 5) Mrs. Rita Edwin D'Souza, 6) Mrs. Franky Matesh Telies, 7) Miss Clera Matesh Telies, 8) Mrs. Anna Martin Telies ,9) Mrs. Manisha Sunil Koli, 10) Mr. Snehal Martin Telies, 11) Mr. Rohan Alias Rahul Martin Telies, 12) Mr. Charly Anton Telies, 13) Mrs. Delthin Charly Telies, 14) Mr. Nikhil Charly Telies, 15) Master Pratik Charly Telies through his Natural Guardian Mr. Charley Anton Telies, 16) Mr. Peter Anton Telies, 17) Mrs. Asha Peter Telies, 18) Miss Romah Peter Telies, and 19) Master Onniel Peter Telies through his Natural Guardian Mr. Peter Anton Telies AND M/s. Rajdeep Realtors Pvt. Ltd., through its Former Directors 1) Shri. Amir A. Engineer and 2) Shri Amul G. Joshi in respect of land bearing New Survey No. 87, Hissa No. 2, Survey No. 88, Hissa No. 1C & Survey No. 105, Hissa No.1.

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H) By and under Power of Attorney dated 19<sup>th</sup> April, 2008 is duly stamped and registered under Sl. No. TNN- 4/3861/2008 on 24.04.2008 with Sub-Registrar of Assurance at Thane -2 executed by 1) Smt. Jospin Alias Joswin Peter Keny, 2) Smt. Tresea Andrew Rodriques, 3) Smt. Philomina Alias Uma Paul Koli, 4) Smt. Leelabai Burnard Chaves, 5) Smt. Silvi Anton Keny, 6) Shri. Wilson John Pereira, 7) Smt. Meribai Marshal D'mello, 8) Smt. Meena Thomas Soj, 9) Smt. Rukina Jhonny Keny and 10) Smt. Sushila Adison Kotlya in favour of Mr. Kana Hirji Khara Paresect of land bearing Survey No.105,

105, Hissa No.

Hissa No. 1. Survey No.

By and under Contirmation Deed dated 31 Angust, with Sub-Registrar of Assurance at under SI. No. TNN- 2/7910/2008 on 15.09.2008 with Sub-Registrar of Assurance at Thane-2 and made between 1) Smt. Spin Allas Joswin Peter Keny, 2) Smt. Tresea Andrew Rodriques, 3) Smt. Philomina Alias Uma Paul Koli, 4) Smt. Leelabai Burnard Chaves, 5) Smt. Silvi Anton Keny, 6) Shri. Wilson John Pereira, 7) Smt. Meribai Marshal D'mello, 8) Smt. Meena Thomas Soj, 9) Smt. Rukina Jhonny Keny and 10) Smt. Sushila Adison Kotlyathrough their Constituted Attorney Mr. Kana Hirji Gharat and M/S. Rajdeep Realtors Pvt. Ltd. in respect of land bearing Survey No.105, Hissa No. 1 & Survey No. 105, Hissa No. 2.

- J) By and under a No Objection/consent letter dated 07.05.2012 executed by Promoter in favour of its sister concern firm M/s Ravi Developments, where by the promoter agreed to amalgamate the said Survey No. 105, Hissa No. 1 & 2 alongwith the other properties of M/s Ravi Developments for the sanctions and permissions from the concern authorities.
- K) M/s Ravi Developments in the course of its business acquired several properties for development from time to time at Village-Ghodbunder and Naveghar, Taluka and District Thane, within limits of "Mira Bhayander Municipal Corporation" (for short the "MBMC") from the erstwhile Owners for monetary consideration duly recorded in various documents like Agreement for Sale, Development Agreement, Memorandum of Understanding, Consent Letters, etc. (for short "Documents"). Pursuant to the development rights acquired by the said M/s Ravi Developments, the erstwhile owners have also executed various Power of Attorneys (for short "POA") from time to time duly authorizing the said M/s Ravi Developments. Further, the promoter also authorize M/s. Ravi Developments to do all, acts, things, deeds, documents etc. for obtaining approvals as per the development rights. Accordingly, the said M/s Ravi Developments have prepared a single lay out and obtained sanction and permission from Mira Bhayedar Municipal Corporation for the said properties admeasuring about 746113.44 sq. meters, of village Ghodbunder and Navbharat, Taluka and District Thane, ((hereinafter referred to as the "Larger Property") more particularly asdescribed in the "First Schedule" hereunder written;

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Urban Land Ceiling (ULC), Non-Agriculture (NA), Chief Fire Officer (CFO NOC, Orders, Environment Clearance (EC) and Development Bermissions' Into short "Permissions/Approvals") from various local authorities/bodies from time to time for construction on the Larger Property. The permissions/approvals obtained by said M/s Ravi Developments, for construction on the Larger Property are specifically mentioned in the reference clause in Development Permission dated 30/03/2019 bearing Ref No. MBMC/MNPA/NR.7514/2018-2019 issued by MBMC a copy of which is annexed and marked as Annexure-"A" hereto;

- M) The said Commencement Certificate dated 30/03/2019 was rejected by the Mira Bhayander Municipal Corporation by their order dated 17th June 2019. Being aggrieved by the aforesaid Order dated 17th June 2019, the said M/s Ravi Developments, filed an Appeal before the Hon'ble Competent Authority, Urban Development Department, Mantralaya, Mumbai, bearing Appeal No. TPS-12201671/P.K.68/2020/NAVI-12 against the Mira Bhayander Municipal Corporation, wherein by order dated 21st September 2020 the Hon'ble Competent Authority, (UDD), Mumbai, was pleased to dispose off the said Appeal and set aside the order dated 17th June 2019 passed by the MBMC and further directed to revive the said commencement certificate.
- N) As per the Development Permission, M/s Ravi Development, is carrying out construction on the Larger Property, bifurcating the same in various "Sectors" for convenience purpose.
- O) The Certain differences and disputes arose between the owners and one M/s. SHREE LAXMI DEVELOPERS, a registered partnership firm, filed a Special Civil Suit No. 674 of 2008 before the Civil Judge (SD), Thane, for Specific Performance, declaration, cancellation of documents against the Promoter herein and owners of all those pieces and parcels of land bearing (i) Survey No. 87 Hissa No. 2, (ii) Survey No. 88 Hissa No 1/C, (iii) Survey No. 105 Hissa No. 1, (iv) Survey No. 105 Hissa No. 2, (v) Survey No. 224 (part) (vi) Survey No. 109 Hissa No. 2 admeasuring Collectively 30,151 square metre of Village Ghodbunder, situate, lying and being at Taluka and District Thane, in the registration district and sub-district of Thane, within the limits of Mira Bhayander Municipal corporation (herreferred as "the Suit Property").
- P) Pursuant to various discussions and negotiations between the Parties, the Parties have amicably resolved all disputes and differences between them in the manner as stated in the consent terms dated \_\_/\_\_/20\_\_ whereby the Parties have agreed and submitted themselves to an Order of the Hon'ble Court recording the said consent terms. The Plaintiff and Defendants nos. 1 to 16i in



the said suit agreed and confirmed that the Defendant No.17 i.e. the Promoter herein is in confirmed that the Defendant No.17 i.e. the Promoter herein is in Defendants shall have to right, title on many states and that the Plaintiff and Defendants shall have to right, title on many states and the promoter herein is in the promoter herein in the promoter herein is in the promoter herein in the promoter herein is in the promoter herein in the promoter herein is in the promoter herein in the promoter herein is in the promoter herein in the promoter herein is in the promoter herein in the promoter herein is in the promoter herein in the promoter herein is in the promoter herein in the promoter herein in the promoter herein is in the promoter herein in the promoter herein in the promoter herein is in the promoter herein in the promoter herein in the promoter herein is in the promoter herein herein in the promoter herein in the promoter herein in the promoter herein in the promoter herein herein in the promoter herein herein in the promoter herein herein

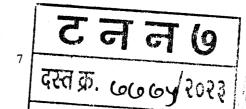
ed before Civil Judge (SD),thane

in respect to the said property.

In sector development, the Promoteo 1. The Sector-12" in phase-wise development of the Larger Property. The Sector-12" is situated on the property bearing Survey No.105, Hissa No.1 and Survey No.105, Hissa No.2 having total area admeasuring 3592.64 sq. meters situated, lying and being at VillageGhodbunder, Tal & Dist-Thane within the Limits of MBMC, (hereinafter referred to as the "Sector-12" more particularly described in the "Second Schedule" hereunder written. The Sector Plan of the portion of the Larger Property which is annexed and marked as Annexure-"B" hereto.

- R) In the Sector development program, as mentioned hereinabove, under a mutual understanding between M/s Ravi Developments and Promoter herein, the Promoter is Developing Phase-I on portion of "Sector-12" by constructing a Project known as "WISTERIA SQUARE" (for short "Project") i.e. Building No. Wing \_\_\_\_, comprising of Part Ground, Part Stilt + 22 upper floors, on the land appurtenant thereto admeasuring 397.10 sq. meters on the portion of Survey No105, Hissa No. 1 and 2 in "Sector-12" of Village- Ghodbunder, Taluka and District- Thane, (the Project and the Building together shall referred to as "Project Land") as more particularly described in the THIRD SCHEDULE hereunder written.
- S) The Promoter has entered into a Standard Agreement with an Architect (for short "Project Architect") registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects and such Agreement is as per the format of the Agreement prescribed by the Council of Architects;
- T) The Promoter has appointed a Structural Engineer for the preparation of the structural design and drawings of the building and the Prompter has agreed to accept the professional supervision of the Project Architect and the Structural Engineer till the completion of the Building;
- U) By virtue of the above mentioned Documents and POA and Permissions, the Promoter has sole and exclusive right to sell the Shop/s, Flat/s and/or other units in the Buildings being constructed by the Promoter on the Project Land in the project known as "WISTERIA SQUARE" as mentioned above and to enter into Agreement/s with purchaser/s of the Shop/s, Flat/s and/or other units and to receive the sale consideration in respect thereof;

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V) The Allottee/s has demanded from the Promoter and the Promoter has given inspection, to the Allottee/s of all the above mentioned documents of title relating to the Project of Land/Property, the plans, designs and specifications prepared by the Promoter. Architect and of such other documents as are specified under Real Estate (Regulation and Redevelopment) Act, 2016 (hereinafter referred to as "RERA") and Rules and Regulations made there under;

- W) Authenticated copy each of the Property Card or Extract of Village Form VI and VII and XII (6/12 and 7/12 Extract) and all other relevant revenue records showing the nature of the title of the Promoter to the Project Land on which the Building is or to be constructed have been annexed as **Annexure-"A"**;
- X) Authenticated copies of Title Certificate issued by the advocate of the Promoter Authenticated copy, Location Plan, Layout Plan, C.C., the Typical Floor Plan/s approved by the concerned Local Authority and a list of amenities to be provided by the Promoter and common area and facilities have been annexed hereto and marked Annexure/s-B, C, D, E, F & G respectively;
- Y) The Promoter has got approved from the concerned local authority the plans, specifications, elevations, sections and details of the Building as set out above. Hereinafter, the Promoter shall be entitled to amend the plans from time to time. The Promoter shall obtain balance approvals (if any) from various authorities from time to time, so as to obtain building Completion Certificate or Occupation Certificate of the Building;
- Z) While sanctioning the said plans for the Building, the 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/Property and the Building and upon due observance and performance of which only the Completion or Occupation certificate in respect of the Flat/ Shop/ Units shall be granted by the concerned local competent authority;
- AA) The Promoter has accordingly commenced construction of the said Flat/ Shop/ Units in accordance with the said sanctioned plan;
- BB) The Allottee/s being desirous of purchasing a Flat/ Shop/ Unit has applied to the Promoter for allotment of Flat/ Shop/ Unit No. 104 in the Project known as "WISTERIA SQUARE" being constructed on the Project Land;
- CC) The carpet area of the said Flat/ Shop/ Unit is 32.67 square meters and "carpet area" means the net usable floor area of a Flat/ Shop/ Unit, excluding the area covered by the





external walls, areas under service shafts, exclusive balcony for exclusive use of the Allottee/s or verandah area and exclusive open terrace area for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Flat/ Shop/

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Development/Project/Project Land and tras/have rend and understood the terms and conditions of the P.O.D., including Documents and Permissions. The Promoter has also explained the implications thereof and project thereof;

- EE) The Allottee/s hereby confirm that the Promoter has produced for inspection to the Allottee/s, all information and Documents and have made full and true disclosure of all the items covered under Section 3 of the Maharashtra Ownership of Flat/ Shop/ Units (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (Maharashtra Act No. XLV of 1963) as amended from time to time (for short "MOFA") and/or Real Estate (Regulation and Development) Act, 2016 (for short "RERA") under the notice dated AM/126, as per the RERA Act amendments the agreement will be in the scope of the Rera alongwith the details provided in the Maha Rera Act Circular and/or any other law applicable (hereinafter for brevity's sake referred to as "the said Act") as well as items covered under clauses (a) to (g) or Rule 4 of the Maharashtra Ownership of Rules, 1964 and/or Rules under the applicable law (hereinafter referred to as "the said Rules") and the Allottee/s/s is satisfied with the same of development and have no further or other information nor disclosure required to be made from the Promoter.
- FF) The Allottee/s relying upon the confirmations, representations and assurances to faithfully abide by all terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement with full knowledge, on the terms and conditions contained appearing hereinafter, recited and referred herein;
- GG) The Promoter has registered the Project under the provisions of the Real Estate (Regulation and Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at bearing Registration No. **P51700028141** authenticated copy is attached in **Annexure 'H'**.
- HH) Under Section 13 of the RERA, the Promoter is required to execute a written agreement for sale of said Flat/ Shop/ Unit with the Allottee/s being in fact these presents and also to register the said Agreement under the Registration Act;



II) In accordance with the terms and conditions set out in this Agreement and as mutifully agreed upon by and between the parties, the Promoter hereby agrees to see the parties affects the Allottee/s hereby agree to purchase a Flat/Shop/Unit;

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

1. The Promoter shall in normal circumstances, construct or get constructed the project "WISTERIA SQUARE" comprising of part stilt + part ground + 22 upper floors on the property more particularly described in Third Schedule hereunder written in accordance with the plans, designs & specifications approved by the concerned Local Authority and which have been inspected by the Allottee/s prior to the execution of this Agreement. The Allotee/s hereby agrees to the Promoter making such variations, modifications and additions in the plans and in the Flat/ Shop/ Units, as if they may consider necessary or expedient by the Project Architect or as may be required by the MBMC or any public or local body or authorities. This shall operate as an irrevocable consent of the Allottee/s to the Promoter under the provisions of the said Act, for carrying out such changes in the Building Plans. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the Flat/ Shop/ Unit of the Allottee/s except any alteration or addition required by the Government authorities or due to change in law.

2.	Subject to the terms, conditions and provisions contained in the hereinabove recited
	agreement and documents, permissions and sanctions, the Allottee/s hereby agree to
	purchase from the Promoter and the Promoter hereby agree to sell to the Allottee/s in
	the project known as "WISTERIA SQUARE" Building No. XIII Wing - Flat/
	Shop/ Unit No. 1104 of the carpet area admeasuring 42.19 square meters (Carpet 32.67
	area sq. mtrs + Balcony area $\frac{3.63}{6}$ sq. mtrs and Open Deck/Terrace area $\frac{5.89}{6}$ sq.
	mtrs) as shown in the floor plan thereof hereto annexed and marked Annexure-"F" and
	Parking Space/Stilt No with amenities as described in Schedule Annexure-
	"" hereto (for short the "Flat/ Shop/ Unit") as more particularly described in the
<u>L</u>	Fourth Schedule hereunder writtenfor consideration the aggregate price of Rs
	only) including the proportionate price of the common areas and facilities appurtenant to the premises.
	2.1 The Allottee/purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/purchaser covered parking spaces bearing No situated at Stack and/or stilt being constructed in the layout for the consideration of Rs /- the total aggregate consideration

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r No.	Particulars	Percentage	Amount
दस	Part Payment on Initial reservation of Plant (1). (01064) (1)	20.00%	75,000
4531	Within 15 days from initial deposit (Brance to	1	877,000
2	complete 5%)		'
3	On Completion of Plinth	25.00%	11,90,000
4	On Completion of 1st floor slab	3.00%	1,42,800
5	On Completion of 3rd floor slab	3.00%	1.42.800
6	On Completion of 5th floor slab	3.00%	1,42,800
7	On Completion of 7th floor slab	2.00%	95,200
8	On Completion of 9th floor slab	2.00%	95,200
9	On Completion of 11th floor slab	2.00%	95,200
10	On Completion of 13th floor slab	2.00%	95,200
11	On Completion of 15th floor slab	2.00%	95,200
12	On Completion of 17th floor slab	2.00%	95,200
13	On Completion of 19th floor slab	2.00%	95,200
14	On Completion of 21st floor slab	2.00%	95,200
15	On Completion of Waterproofing floor wise	5.00%	2,38,000
16	On Completion of Brick Work	5.00%	238,000
17	On Completion of External Plaster	5.00%	2,38,000
18	On Completion of Tiling work	5.00%	2,38,000
19	On Completion of compound wall	5.00%	2,38,000
20	On Possession	5.00%	2,38,000
	Total	100.00%	4760,000

- 2.2 It is specifically agreed that the abovementioned installments are only indicative in nature and are liable to be changed depending upon and proportionate to the number of floors in the Building finally sanctioned and/or approved by the Planning Authorities. In any event, the Allottee/s/s agrees to pay all installments on or before taking possession of the Flat/ Shop/ Unit. Under no circumstances, the possession of the Flat/ Shop/ Unit shall be given to the Allottee/s unless and until all payments required to be made under the Agreement by the Allottee/s/s has been made by him/her.
- 3. The Purchase Price is exclusive of all taxes, levies, cesses, imposts and such charges, costs, or outlays, by whatever name called, charged, levied, imposed, and payable to any authorities or bodies in respect of the Flat/ Shop/ Unit, or otherwise howsoever, arising from the transaction contemplated herein or in connection with the construction of or carrying out the Project, payable by the Promoter upto the date of handing over

the possession of the Flat/ Shop/ Unit to the Allottee/s. All taxes and charges including but not limited to Goods and Service Tax (GST) or any other Central, State, Revenue, or Municipal, or Statutory Tax, Levy or Imposts, Stamp Duty, Registration Fees, etc., arising from the sale of the Flat/ Shop/ Unit, to the Allottee/s, and/or in respect of the transaction contemplated herein (paid or payable by the Promoter) up to the date of handing over the possession of the Flat/ Shop/ Unit, shall be borne and paid by the





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Allottee/s at the required that aid as per rates prevailing on the date when the prement of such taxes/impositions become due and payable as per applicable laws rules and regulations, or in the alternative such taxes/impositions shall, at the soft applied of the Promoter, be reimbursed in full by the Allottee/s to the Promoter within seven (7) days of demand in writing raised by the Promoter upon the Allottee/s.

- 4. The Purchase Price is escalation-free, save and except escalation/increase, 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, etc., from time to time. The Promoter undertake and agrees that while raising a demand on the Allottee/s for increase in the Development charges, cost, or levies imposed by the Competent Authority, Local Bodies, Government, etc., the Promoter shall enclose the said Notification, Order, Rule, Regulation, etc., published/issued in that behalf to the effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on the subsequent payment.
- 5. The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Building is compete and Occupation Certificate (O.C.) is granted by the competent authority, by furnishing the details of the changes, if any, in the carpet area, subject to variation cap of three (3) 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 the Promoter shall refund the excess money paid by the Allottee/s within forty-five (45) days with annual interest at the rate specified in the Rules, from the date when such as excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to the Allottee/s, the Allottee/s shall pay the additional amount to the Promoter as the payment schedule due as per the same rate per square meter as mentioned in these present.
- 6. PROVIDED FURTHER that the Allottee/s/s shall pay the last installment of the Allottee/s price within seven days of the receipt of the intimation from the Promoter that the unit agreed to be purchased by him/her/them is ready for occupation. The Allottee/s agree that all amounts payable by the Allottee/s to the Promoter under this Agreement, are required to be paid on respective due dates for payment thereof, specified herein and any default by the Allottee/s/s in that regard shall entitle the Promoter to enforce their rights and remedies under this Agreement in respect thereof.
- 7. The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by the Allottee/s mentioned in these present 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/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.



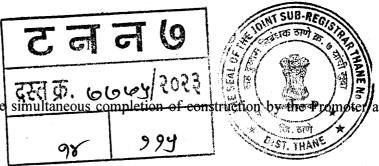
8. The Promoter has, prior to the execution hereof, informed the Allottee/s that in addition to the above liabilities, charges and taxes, if any other taxes, imposts, impositions, are levied or imposed, or livable, now or in future by the Central and/or State Government, and/or any local, public, statutory, municipal or revenue authorities or bodies in respect of the Flat/ Shop/ Unit, and/or transaction contemplated herein and/or in respect of the Purchase Price and/or any other taxes, charges or liabilities payable under this Agreement, then and in such event, the Allottee/s shall pay or reimburse such amount of tax, imposts, or impositions (as the case may be) including the interest and/or penalty and/or other incidental charges and costs, if any, in respect thereof, no later than Seven

days from a fritten lemand many the him feet hem/it by the Promoter, and without any delay, demur, deduction or default whatsoe each he Allottee/s shall indemnify and the consequences arising out of non-payment of delayer by ment, thereof.

PROVIDED FURTHER that the About This Agreement shall pay the deposits in respect of the meter, maintenance, etc., as provided hereinafter along with the payment of the last installment.

- 10. The percentage of the undivided interest of the Allottee/s in the common areas and facilities limited or otherwise pertaining to the Flat/ Shop/ Unit shall be in proportion of the area of the Flat/ Shop/ Unit to the entire area of all the Flat/ Shop/ Units in the project known "WISTERIA SQUARE".
- 11. The promoter agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed or granted or sanctioned to and/or which may hereinafter be granted or sanctioned or imposed by any Local Authority, statutory or otherwise at the time of sanctioning the said Plans or thereafter including paying any charges, bearing expenses, making deposits, whether refundable or not, before handing over possession of the Flat/ Shop/ Unit to the Allottee/s, obtain from the concerned Local Authority occupancy and/or completion certificate in respect of the Flat/ Shop/ Unit.
- 12. Time is essence of contract for the Promoter as well as Allottee/s. The Promoter shall abide by the time schedule for completing the Project and handing over the Flat/ Shop/ Unit to the Allottee/s and the common areas to the Society/Association of the Allottee's after receiving the Occupation Certificate or the Competition Certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the installments and other dues payable by him/her and meeting the other obligations under the





agreement subject to the provided hereunder.

- 13. The Promoter hereby declares that Floor Space Index (FSI) being utilized by Promoter on the Project Land is \_\_\_\_ square meters out of the total FSI available on the Larger Property and by utilizing/consuming FSI of 8798.00 square meters approximately as may be permissible under Development Control Regulations, 1991 by availing of TDR or FSI available on payment of premium or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Regulation or based on expectation of increased FSI which may be available in future on modification to the Development Control Regulations, which are applicable to the said Project and/or as may be available without amending or changing the plan of the unit/Flat/ Shop/ Unit being subject matter of this agreement and no part of the same has been utilise by the Promoter elsewhere except the TDR, if any that may be generated out of the entire scheme. The Promoter has disclosed full FSI of the Project Land is being utilized by them on the Project Land in the said Project and the Allottee/s has agreed to purchase the said Flat/ Shop/ Unit based on the proposed construction and sale of the Flat/ Shop/ Units to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI as well as balance FSI shall belongs to the Promoter.
- 14. The Allottee/s confirms that the Promoter has disclosed in advance to the Allottee/s, the phase wise development of the Larger Property in Sector manner and that the number of Buildings/Wings/Floors in the proposed building/s in the Larger property can vary as also there can be more building/s constructed in the layout and the Allottee/s has/have agreed to enter into this Agreement with the notice of the aforesaid fact and hereby accord irrevocable consent in that respect. In the event of the Allottee/s raising any dispute, the Promoter shall be entitled to cancel this Agreement and refund the amounts paid by the Allottee/s to the Promoter under this Agreement as per rules.
- 15. The Promoter hereby agree to observe, perform and comply with or caused to be observed, performed and complied 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 hereafter and shall before handing over possession of the Flat/ Shop/ Unit to the Allottee/s obtain or cause to be obtained from the concerned local authority Occupation or Completion Certificate in respect of the Building known as "WISTERIA SQUARE" The Promoter may obtain part occupation or building completion certificate for one or more building/s or wing/s or floor/s as the Promoter may deem fit.

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16. It is agreed that the construction on the Property is being carried on in the phase-wise manner. The Allottee/s is aware that Promoter at present developing the project known as "WISTERIA SQUARE" in Sector-12on the portion of the Larger Property. The Allottee/s agrees that the Promoter their Assignees/Sub-Developer are likely to and shall be entitled to acquire further bland place he same or remaining or any part of the Colect Land/Property in the promoter disclosing reinafter and Allottee/s/s gives his consent to any use thereof by the Promoter.

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7. Notwithstanding, what is recorded herein. The allience/s hereby confirms that he/she/they have laken the Flat/ Shop/ Unit with a specific knowledge that the Promoter is likely to and as such are entitled to amalgamate the Sectors/Larger Property with the adjacent property/ies and amend the plans/layout plan as may be required from time to time. It is agreed by and between the parties hereto that the Promoter herein are in the process of purchasing the properties and/or acquiring development rights in respect of the properties adjacent to the Larger Property and that the Larger Property along with the adjacent property/properties shall be amalgamated and develop/re-developed by the Promoter herein as project and as such the Plans/layout sanctioned now in respect of the Larger Property is liable to be amended upon such amalgamation.

- 18. It is further disclosed to the Allottee/s that the Promoter intend to and as such shall be entitled to club the Larger Property or the scheme being implemented thereon with the other adjacent property/plot/scheme being developed and/or proposed to be developed by the Promoter or their sister concerns anywhere in the city or suburbs of Mumbai as may be permitted by the concerned Planning Authority under the Development Control Regulations.
- 19. The Allottee/s/s hereby grants his irrevocable power and consent to the Promoter and agrees: -
- Land in favour of Co-operative Society or Association or Company Limited of the Flat/
  Shop/ Unit Purchasers of the project known as Wisteria Square Co-operative Housing
  Society Ltd.' as may be permissible under law is executed, the Promoter alone shall be
  entitled to all FSI whether available at present or in future including the balance FSI, the
  additional FSI available under D.C. Rules from time to time and/or any special
  concession, modification of present Rules and Regulations granting FSI, FSI available in
  lieu of the road widening, set back, reservation by way of Transfer of Development Right
  (TDR) or otherwise howsoever;
- ii) The rights of the Allottee/s, and the Society and all its members shall always be subject to Promoter's rights, powers and benefits under this Agreement, and other documents, and

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subject to Promoter' absolute and irrevocable rights in respect of the Devalipment of the Larger Property/Sectors. Any delay or indulgence by the Promoter in enforcing the terms of this Agreement, and/or any forbearance or provision of time to the Alottee's, shall not be treated as a waiver on the part of the Promoter of any of the terms and conditions of this Agreement, nor shall it in any manner prejudice the rights of the Promoter. The terms, provisions, and conditions of this Agreement shall survive the execution and registration (if any) of the transfer documents in favor of the Society;

- iii) That under no circumstances, until the Project is completed in all respect, the Allottee/s and/or Society or other common organization will be entitled to any FSI or shall have any right to consume the same in any manner whatsoever;
- iv) The Promoter shall always have the right to permanently install/display a plaque or signage of a reasonable size upon any part of the Larger Property and/or Project Land and/or the Building, including in or upon the entrances and compound walls thereof, publicizing/promoting the Promoter. The Society or any of its members shall not remove, or attempt to remove such signboards at any time in the future;
- v) That the Promoter shall be entitled to develop the Larger Property fully by constructing additional buildings /wings/floors/structures so as to avail of the full FSI/ additional FSI permissible at present or in future for the Larger Property including for staircase, lift, passage, by way of purchase of floating FSI, TDR, free or Fungible FSI, if any which may be available on the Property or acquired otherwise howsoever and including putting up of any 'Additional Construction' as mentioned above and Promoter selling the same and appropriating to themselves the entire sale proceeds thereof without the Allottee/s or other acquirers of the Flat/ Shop/ Units in such building/s and/or their common organization having any claim thereof or to any part thereof. The FSI of any nature whatsoever available at present or in future and further and/or additional construction shall always be the property of the Promoter who shall be at liberty to use, deal with, dispose of, sell, transfer etc. the same in manner the Promoter choose. The Allottee/s agrees not to raise any objection and/or claim reduction in price and/or compensation and/or damages including on the ground of inconvenience and/or nuisance while putting up such additional construction mentioned above. The document vesting the title of the said portion/land, building etc., and transfer of rights and benefits of the Promoter as hereinafter mentioned shall be subject inter-alia to the aforesaid reservation;
- vi) That the Promoter shall be fully and finally entitled to sell and at liberty to assign, transfer or otherwise deal with its right in the Larger Property any part or portion of the Property/building including any parapet wall or part of the same or otherwise including for use as a bank, office, shops, nursing home, restaurant, hotel, garden, display of

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advertisements, hoardings, well water etc., as the same may be permissible or ultimately may be permitted by the authorities concerned;

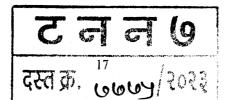
vii) To admit without any objection the persons who are allotted Flat/ Shop/ Units by the Promoter as members of the proposed society and/or as members of the Society in the event the Society is registered before all the Units including Flat/ Shop/ Units of

Promoter for carrying out the terms hereofeant interpons of the parties hereto;

To do all other acts, deeds, things and matters and sign and execute such papers, deeds, documents, writings, forms, applications, etc., at the costs and expenses of the Allottee/s which the Promoter in their absolute discretion may deem fit for putting into complete effect the provisions of this Agreement;

- x) The aforesaid consent and agreement shall remain valid, continuous, irrevocable, subsisting and in full force even after the possession of the Flat/ Shop/ Unit/unit is handed over to the Allottee/s and/or possession of the Building is handed over to the Society of the Allottee/s of Flat/ Shop/ Units;
  - 20. The Allottee/s hereby declares that before execution of this Agreement, the Promoter has made full and complete disclosure and the Allottee/s has taken full, free and complete inspection of particulars and disclosure of the following:-
- i) Nature of Promoter' right and title to the Larger Property/Project Land described in the Schedules hereunder written and declared in the Title Report annexed to this Agreement and has all requisite rights to carry out development upon the Larger Property/Project Land/ and also has actual, physical, and legal possession of the Project Land/Property for implementation of the project;
- ii) All encumbrances, if any, upon the Project Land/Property, along with all relevant documents;
- iii) All lawful rights and requisites and approvals from the Competent Authority including plans and specifications duly approved and sanctioned by Local Authority to carry out construction of the Building and development of the Project Land/Property/Building and shall obtain all requisite approvals from time to time to complete the development of the Project;

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- iv) All approvals, licenses, and permits issued by the Competent Authority in respect of the Project/Project Land /Property /Building/s/Wing/s are valid and substitution have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authority in respect of the Project/Project Land/Property /Building/s /Wing/s shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliances with applicable laws in relation to the of the Project/Project Land/Property/Building/s/ Wing/s and common areas.;
- v) Agreement/s executed by the Promoter relating to construction of the Project Land and the Building and arrangement arrived at between all parties concern;
- vi) Nature and particulars of fixtures, fittings and amenities to be provided in the Building to be constructed on the Property;
- vii) All particulars of design and materials to be used in construction of the Building on the Property;
- viii) The nature of organization of persons to be constituted to which the title is to be passed being either a co-operative housing society governed by the provisions of the Maharashtra Co-operative Societies Act, 1960 and/or association and/or Apartment Owner's Association to be governed by the Maharashtra Apartment Ownership Act, 1970;
- ix) The various amounts that are to be paid inter-alia towards the ground rent, revenue assessment, municipal and other taxes and electricity charges, including water deposit and electricity deposits as are for the time being in force;
- x) The Promoter has 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/s created herein, may prejudicially be affected;
- xi) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party in respect to development of the Project/Project Land/Property/Building/s/Wing/s, (except what is mentioned herein) which will, in any manner, affect the rights of the Allottee/s under this Agreement;
- xii) The Promoter has duly paid and shall continue to pay and discharge undisputed government dues, rates, charges, and taxes and other monies, levies, impositions, premiums, damages, and/or penalties and other outgoings, whatsoever, payable in respect of the Project/Project Land/Property/Building/s/Wing/s to the competent authority;



xiii) No notice from the Government or any other local Body or Authority or any other legislative enactment, government ordinances, order, notification (including any notice for acquisition or requisition of the Property) has been issued/received/served upon the Promoter in respect of the Project/Project Land/Property/Building/s/Wing/s except those

The Allottee/s hereby declares that after reading and having inderstood the contents of the aforesaid documents and affine disclosures made by the Promotor as aforesaid, the Allottee/s/s with full knowledge thereof has entered into this Agreement.

- 21. If the Promoter fails and/or unable to abide by the time schedule for completing the Project and/or handing over the Flat/ Shop/ Unit to the Allottee/s on account of unforeseen circumstances beyond their control and/or their agents control as per the provisions of the said Act and Rules, the Promoter agrees to pay to the Allottee/s, who does not intend to withdraw from the Project, interest as specified in the Rules, on all amounts paid by the Allottee/s, for every month of delay, till the handing over possession.
- 22. Without prejudice to the rights and contentions of the Promoter as per schedule of payment mentioned hereunder in Clause 2(a) and without waiver of any of the rights and contentions of the Promoter, the Allottee/s agrees to pay to the Promoter interest as per the rules on all delayed payments i.e. on all the amounts which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/s till the date the payment is made to the Promoter. The Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) including interest due upon the balance payment and the Allottee/s committing three defaults of payment of installments, and/or on the Allottee/s committing breach of any of the terms and conditions herein contained, the Promoter at shall at his own option, is entitled to terminate this Agreement by giving 15 days' notice in writing to the Allottee/s, by Registered Post AD at the address, provided by the Allottee/s and at the email address provided by the Allottee/s, of their intention to terminate this Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the 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/s (subject to the adjustment and recovery of any agreed liquated damages or any other amount which may be payable to the Promoter excluding interest or any other charges paid by the allottee on account or delay payment within a period of thirty days of the termination,



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the installments of sale price of the Flat/Shop/Unit which may till then have been proby the Allottee's to the Promoter without any interest or any other amount over a above the amount so refunded.

For avoidance of doubt, it is clarified that any amount paid by the Allottee/s which has been utilized towards the indirect Tax to any authority shall not be refunded unless (and till such time that) the Promoter receives credit for the same from the relevant authority.

- 23. The total consideration shall be paid by the Allottee/s to the Promoter from time to time in the manner more particularly described hereunder, time being of the essence. The Allottee/s shall be responsible for ensuring that payment of each installment is made within 14 (fourteen) days of the demand for the said installment being made by the Promoter. Payment shall be deemed to have been made when credit is received for the same by the Promoter in its account.
- 24. The Allottee/s agree that, in addition to the interest, in case of every instance of delayed payment, the Promoter shall be entitled to recover from the Allottee/s for such delayed payments, all costs associated with the administrative actions related to follow-up and recovery of such delayed payments, which are estimated to be 2 (two) per cent of the amount for the delayed payment per instance. If amount of the said cheque and the cheque bouncing charges thereto are not paid within a period of 30 days from the date, the cheque is not cleared in the first instance, the cheque Bouncing Charges shall increase 2 (two) to 5 (five) per cent of the value of the Cheque issued.
- 25. Upon termination of this Agreement, the Promoter shall be at liberty to deal with or dispose of or sell the Flat/ Shop/ Unit to such person and at such price as the Promoter may in its absolute discretion think fit. The Allottee/s agrees that sending of the said amount by cheque by the Promoter to Allottee/s at the address given by the Allottee/s in these presents, whether the Allottee/s accepts and/or encash the said cheque or not, will amount to the refund of the amount so required to be refunded.
- 26. The Promoter may complete the Building or any part or portion or floor thereof and obtain part Occupation Certificate thereof and give possession of premises therein to the acquirers of such premises and the Allottee/s herein shall have no right to object to the same and will not object to the same and the Allottee/s hereby given his specific consent to the same. If the Allottee/s takes possession of any premises in such part completed portion or floor or otherwise the Promoter and/or their Agents or Contractors shall be entitled to carry on the remaining work including further and additional construction work of Building in which the Flat/ Shop/ Unit is situated and the Allottee/s shall not be entitled to any compensation and/or damage and/or claim and/or



complain for any inconvenience and/or nuisance which may be caused to him/her or any other persons/s.

- 27. The Promoter based on their present plan and estimates, contemplate that they shall endeavor to offer possession of the Flat/ Shop/ Unit/unit to the Allottee/s on or before 31/6/2024 subject to Planning Authority issuing Occupancy Certificate (O.C.) unless due to failure of Allottee/s/s to reasons stipulated in the of the other charges, install etc., payables by accordance with this the Hotte liabilities ment, on as demanded by the Promoter from the to and/or on an account of comply with the terms on the part of the Allottee's to observe, perform hall endeavor to complete or conditions of this Agreement. According the building in all respects and make the same ready for occupation and apply for Occupancy Certificate to the Planning Authority by the abovementioned date. If the Promoter fails or neglects to give the possession of the Flat/ Shop/ Unit to the Allottee/s on account of reasons beyond his control and of his agent by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee/s the amount already received by him/them in respect of the Flat/ Shop/ Unit with interest as per the rules from the date, the Promoter received the sum till the date the amount and interest thereon is repaid.
- 28. PROVIDED THAT the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat/ Shop/ Unit on the aforesaid date, if the completion of building in which the Flat/ Shop/ Unit is to be situated is delayed on account of:-
  - 1. Non-availability of Steel, Cement, other building material, water or electric supply, etc.,
  - 2. War, Civil Commotion or act of God, Natural Calamities;
  - 3. Any notice, order, rules, notification of the Government and/or other public or competent authority;
  - 4. Other reasonable cause;
  - 5. Amendment or change in the D.C. Regulation and/or any other law governing development of the properties;
  - 6. Any stop work notice issued and/or approval/s or permission/s withheld by any Court and/or qusi judicial authority and/or municipal and/or sanctioning authority.
- 29. The Promoter may also agree to permit, in its sole discretion and subject to the Allottee/s having fulfilled all his/her/their/its obligations under this Agreement and having paid full Purchase Price and other amounts, charges, taxes, liabilities, interest, etc., under this Agreement, the Allottee/s to carry out, prior to the Possession Date, his/her/their/its fit-out works in the Flat/ Shop/ Unit alone, at his/her/their/its costs and liability; subject to the Allottee/s/s: (i) executing in favor of the Developers a suitable



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Undertaking-cum-Indemnity and other writings as may be required by the Promoter of depositing with the Promoter a fit-out deposit as may be demanded by the Promoter, and (iii) carrying on such fit-out works strictly in accordance with the substitutions

and conditions then imposed by the Promoter. It is agreed and clarified that such permission (if granted by the Promoter) shall not be or be deemed to be an offer to deliver, or delivery of, possession of the Flat/ Shop/ Unit to the Allottee/s/s, and shall not entitle the Allottee/s/s to possession, use, or occupation of the Flat/ Shop/ Unit other than for the limited purpose of undertaking fit-out works. During the period of Fit-outs (if permitted by the Promoter) the Allottee/s shall not undertake any work/s, and/or do or undertake any acts, deeds, matters or things that shall in any manner affect, delay or prejudice the issuance of the occupation certificate/s in respect of the Building/s or any part thereof, and/or cause any damage or loss to any part of the Buildings and/or the construction, and/or cause any loss or damage to the Promoter. If any such loss or damage is caused by the Allottee/s/s he/she/they/it shall be bound and liable, to make payment and/or reimburse the Promoter of the cost of remedying and rectifying the same. Notwithstanding, the rights and remedies of the Promoter as stated hereinabove, if the Allottee/s/s commit/s any breach or default of: (a) the terms, conditions and provisions of this Agreement and/or (b) the aforesaid Undertaking-cum-Indemnity and and/or the other writings executed by it, he/she/they and/or (c) any of the rules, regulations and conditions stipulated by the Promoter in respect of the fit-out works to be carried on by the Allottee/s, the Allottee/s shall be and be deemed to be in breach and default of this Agreement and the Promoter shall be fully and freely entitled to exercise all its rights and remedies herein in respect thereof, without prejudice to the Promoter' absolute right and power, to withdraw the limited permission granted to the Allottee/s to carry on its fit-out works and to restrict the Allottee/s from entering upon the said Building and the Flat/ Shop/ Unit.

30. The Promoter, upon obtaining the Occupancy Certificate (O.C.) from the Competent Authority and the all outstanding payments (including price of the Flat/ Shop/ Unit and other charges) made by the Allottee/s as per this Agreement shall offer in writing the possession of the Flat/ Shop/ Unit, to the Allottee/s 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/ Shop/ Unit to the Allottee/s. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, and documentations on part of the Promoter. The Allottee/s agrees to pay maintenance charges as determine by the Promoter or association of Allottee/s, as the case may be. The Promoter shall offer the possession of the Flat/ Shop/ Unit to the Allottee/s in writing within Seven (7) days of receiving the occupancy certificate of the Building/Project.

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- 31. The Allottee/s shall take possession of the Flat/ Shop/ Unit within Fifteen (15) days of the Promoter giving written notice to the Allottee/s intimating that the Flat/ Shop/ Unit is ready for use and occupancy.
- 32. Upon receiving a written intimation from the Promoter, the Allottee/s shall take possession of the Flat/ Shop/ Unit from the Promoter by executing the necessary indemnities, undertakings and such other documentations as such prescribed in this

Treement. In case, the Allottee/s fail possession of the Flat/ Shop/ Unit within the time provided in the Notice the Millorg shall continue to be liable to pay an amtenance charges as applicable and determined to the Promoter.

33. The Allottee/s before taking possession of the Flat/ Shop/ Unit, shall inspect the same thoroughly and point out defect the flat/ Shop/ Unit including but not limited to workmanship quality or provision of services or in carpet or built-up area and/orconstruction and/or amenities and facilities and will take possession only after rectification thereof, if any, required. In the event, of the Allottee/s/s taking possession of the Flat/ Shop/ Unit he/she/they shall be deemed to have inspected/measured the same thoroughly and found the same without defect in construction and/or amenities and facilities unless otherwise recorded in writing and that too within 5 (five) years from the handing over of the Flat/ Shop/ Unit to the Allottee/s. In any event, the Allottee/s shall not make any grievance/complaint about the same after expiry of 5 years from taking possession of the said Flat/ Shop/ Unit.

- 34. As per the Development Plan, the Larger Property consisting of several D. P. Roads area admeasuring \_\_\_\_\_\_\_ sq. meters. The Promoter has been granted FSI in lieu of the D. P. Road which is being utilized on the Larger Property. The Promoter upon having constructed the said D. P. Roads, MBMC shall allot further TDR proportionate to the "Road" constructed by Promoter, as per the prevalent policy of the Government. The Promoter is entitled to utilize the said TDR in the Larger Property in various Sectors collectively or variably in as per the permission and/or sanction and/or amended plan that may be granted by the MBMC or entitled to create third party thereof.
- 35. Similarly a portion of the Larger Property admeasuring about 252175.69 sq. meters is affected by CRZ and as per prevalent provisions no construction is permissible on the CRZ portion. However, after amendment of D. C. Regulation or issuance of any Government Notification or Circular, if the said portion of the Larger Property deserved as CRZ and/or construction of any nature is permissible on the said CRZ portion. The Promoter is entitled to carry on construction on the said CRZ portion and/or utilize the FSI proportionate to the said portion in the Larger Property in various sectors collectively or variable and/or create third party right thereof.



- 36. Further the Larger Property consists and belief developable reservations. It is specifically agreed and understood that if amendment of D. C. Regulation or Government Notification or Circular the said developable reservations. It is made available for construction and/or any development potential in the form of FSI/TDR is made available the same shall belong to the Promoter exclusively.
- 37. The Allottee/s shall use the Flat/ Shop/ Unit/Office/Unit/Garage/Parking Space or any part thereof or permit the same to be used for purpose of residence on any profession or business as the case may be. He/she/they shall use the parking space only for the purpose of keeping or parking the Allottee/s' own vehicle.
- 38. The said project shall always be known as "WISTERIA SQUARE" and this will not be changed any time by the Allottee/s or Society of Allottee/s without prior written consent of the Promoter.
- 39. The Allottee/s along with other Allottee/s of Flat/ Shop/ Units shall join in forming and registering Society or Association or Limited Company to be known as "Wisteria Square co-operative Housing Society Ltd.," (for short "Society") and this will not be changed without prior written consent of the Promoter. The Allottee/s agrees that for the purpose of forming and registering the society he/she/they shall from time to time sign and execute all papers, documents, applications for registration and/or membership necessary and do all acts, deeds, things and matters for the formation and the registration of Society or Association or Limited Company and for becoming a member, including bye-laws of the proposed society and duly fill and sign and return the same to the Promoter within Seven days of the same being forwarded by the Promoter to the Allottee/s so as to enable the Promoter to register the common organization of the society of the Allottee/s under the said Act and Rules. No objection shall be taken by the Allottee/s, if any changes or modification are made in the draft bye-laws or Memorandum and/or Articles of Association as may be required by the Registrar of Cooperative Societies or the Registrar of Companies or any other Competent Authority as the case may be.
- 40. The Society of the Allottee/s to be formed shall ensure that the provisions of this Agreement and other Agreements entered or to be entered into by the Promoter with other Allottee/s in the Building are carried into effect fully by it by passing appropriate resolution for that purpose, and shall also ratify and adopt the same. Upon formation of such Society, the Society shall be liable besides the Allottee/s and other Allottee/s' of different Flat/ Shop/ Units, for any lien or claim or demand which the Promoter may have in respect of the Flat/ Shop/ Unit hereby agreed to be purchased the other Flat/ Shop/ Units in the Building known as "WISTERIA SQUARE" The Allottee/s hereby

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agrees and binds himself to do and execute all acts, matters, things, deeds and documents which the Promoter may require to be executed to enforce the obligations envisaged in this clause against the Society. The failure on the part of the Allottee/s to observe and perform this clause, when called upon to do so by the Promoter shall

ntitle the Promoter to rescind this Agreement and the consequences of rescission here provided shall fillow

41. On the vesting of the management and administration of the Building "WISTERIA SQUARE" in the Society or upon the Allottee's of the P Shop/ Units in the building known as "WISTERIA SQUARE" being a members of the Society, as the case may be shall take over complete responsibility of the management of the Project Land and the Building "WISTERIA SQUARE" and the Society shall be solely responsible for collections of dues from its members and for the disbursements of such collections in relation to the Project Land and the Building "WISTERIA SQUARE" including payment for ground rent, Municipal Taxes, salaries of the employees charges with the duties for the maintenance of the said portion and to the security of the Building "WISTERIA SQUARE" to the intent that the said portion and the Building "WISTERIA SQUARE" and the Project Land shall be kept free from all encroachments, claims attachments and sales or other legal encumbrances charges and liens irrespective of the fact whether the transfer of the Project Land and the Building "WISTERIA SQUARE" takes place or not in favour of the Society, whether or not the Allottee/s and the other Allottee/s of the other Flat/ Shop/ Units are made members of the Society and irrespective of the fact whether the Society failed to perform its obligations mentioned herein above, the Promoter in any event shall stand absolved of their responsibility of managing the Building, "WISTERIA SQUARE" receiving and paying the outgoings including the Ground Rent, Municipal Taxes and other incidental charges connected with the maintenance and security of the Building, "WISTERIA SQUARE" The Allottee/s hereby agrees to indemnify the Promoter in that behalf. The Allottee/s shall ensure that such obligations as aforesaid are undertaken and performed by the Co-operative Society, being his successor in interest and failure or lapse on the part of the Allottee/s in so doing shall entitle the Promoter to rescind this Agreement and the consequences of rescission herein contained shall follow. Without prejudice to what is stated hereinabove, in the event of any breach being committed by the Allottee/s and/or the Society of this clause, the Promoter shall be entitled to forebear from getting the Conveyance/Lease of the Project Land and the Building, "WISTERIA SQUARE"in favour of the Co-operative Society, notwithstanding their other rights and remedies. Notwithstanding anything contained or suggested to the contrary in this clause, the liability of the Allottee/s already incurred by him qua the Promoter prior to the vesting of the Project Land and the Building, "WISTERIA SQUARE"in possession, management and control in the Society shall not cease and the Allottee/s



shall be bound to perform fully qua the Promoter.

42. The Promoter within three (3) months of obtaining occupation Certificate the Building shall execute or cause to be executed necessary Indenture of Lease and/or Conveyance and/or any other Instrument of Transferas may be permitted by the authorities in keeping with the terms and provisions of this Agreement for transfer of

the Buildings i.e. proportionate area of the project land admeasuring 397.10 sq. mtrs on which the Building, "WISTERIA SQUARE" is constructed as more particularly described in Third Schedule annexed hereto. In favour of WISTERIA SQUARE CHS

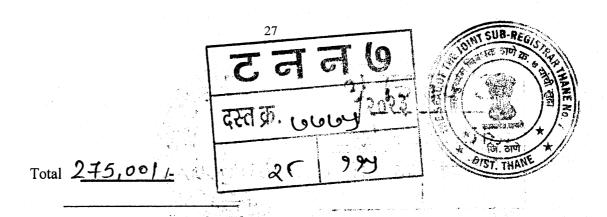
LTD (The Society).

43. Further, the Promoter shall within three (3) months of development of entire Setor-2 and registration of the Federation/Apex Body of the Societies or Limited Company of the Association of all societies of Sector-12 whichever is later, shall by obtaining or causing to be executed necessary Indenture of Lease and/or Conveyance and/or any other Instrument of Transferas may be permitted by the authorities in keeping with the terms and provisions of this Agreement, transfer to the Federation/Apex Body all the right, title and interest of the Vendor/Lessor/Original Owners/Promoter and/or owners in the Property on which the Building with multiple Building/s and Wing/s are constructed alongwith Amenities as more particularly described in the Second Schedule annexed hereto.

- 44. Commencing 15 (Fifteen) days after notice in writing is given by the Promoter to the Allottee/s that the Flat/ Shop/ Unit is ready for use and occupy or before taking the possession of the Flat/ Shop/ Unit, whichever is earlier, the Allottee/s will be liable and pay regularly to the Promoter following:-
- i) The proportionate share of the Allottee/s of the Municipal Assessment Tax of the said land as also of entire lay out and complex, all rates and taxes whether any or all the tenements of the Building shall have been actually assessed or not even if the assessment may not have been finally determined;
- ii) The share of the Allottee/s in all other dues, duties, impositions, outgoings and burden of any nature at any time hereafter assessed or imposed upon the Project Land/Property/Building or upon the owners and occupiers thereof, by any authority including the Municipal Corporation, Government, Revenue Authority, Local Authority, etc., in respect of the Project land/Property/Building or the user thereof and payable whether by the owners or occupiers;



iii) The proportionate share of all other outgoings in respect of the Flat/ Shop/ Unit or Building and the lay out or complex including other taxes, insurance, common lights, sanitation, additions and alterations, paintings, colour washing, repairs, water charges in vent of water being charged on the basis of meter by the Municipal Corporation, Collector, Giller, Co idars, Sweepers etc., and and incidents the line and the said portion including the Somety is formed and the Property and ded herein, the Allottee/s shall pay Building fransferred to the Society or societies as THANK oings including property and other taxes to the Promoter such proportionate share etc. as may be determined by the Promoter. The Allottee/s shall within seven days of posting intimation about the Flat/ Shop/ Unit being ready for occupation as aforesaid, deposit and keep deposited with the Promoter a sum of Rs. 54417 /- (Rupees tour thousand Seven hundred & Seventeenly) interest free security deposit for payment by the Allottee/s his/her/their share of aforesaid outgoings and payments being provisional monthly contribution; v) The Allottee/s hereby further un-equivocally agrees with the Promoter that until the Allottee/s's share is determined, the Allottee/s shall from the date of the expiry of the said period of Deposit; regularly pay to the Promoter on the 5th day of every month provisional monthly contribution of Rs. 3040/- (Rupees Three + hous and only) towards and on account of the and Allottee/s's share of the aforesaid outgoings and such payments shall be made every month in advance to the Promoter. The Promoter shall be at liberty without being bound to do so to appropriate from the said deposit money, if any, the due by the Allottee/s/s for its aforesaid share of liability. 45. The Allottee/s/s shall on or before delivery of possession of the said Flat/ Shop/ Unit pay to the Promoter the following amounts:being agreed legal charges and expenses (Non Refundable) 1. Rs. 15,000\_ for formation and registration of the society (Non Refundable) 2. Rs 10,000/-3. Rs. 25,000/- for deposit of electric meter, cable, water meter sub-station etc., (Non Refundable); Rs. 32609 /- for Development charges (Non-Refundable); Rs. 62, 075/for Layout Infrastructure charges. 600/- for share money application entrance fee of the society or limited company; Maintenance deposit (collected on the basis of area of the Flat/ 7. Rs. 54717/-Shop/Unit); /- GST, Vat, Etc., Club House Charges



- 46. The amounts payable by the Allottee/s to the Promoter under this sub-clause except (5) to (6) mentioned above are non-refundable/non-accountable and shall not carry any interest. The Promoter is not liable to render any account of the aforesaid amounts to the Allottee/s or to Entity, at any time in that regard.
- 47. The Promoter shall utilise the sum of Rs.15,000/- paid by the Allottee/s to the Promoter towards meeting legal costs, charges and expense, including professional costs of the Advocates of the Promoter in connection with the formation of the said society, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement. However, if there is any short fall the same shall be made good by the Allottee/s/s as intimated by the Promoter or the Society.
- 48. At the time of registration of Conveyance or Lease of the Building or Wing of the Building, the Allottee/s shall pay to the Promoter, the Allottee/s's share of stamp duty and registration charges and other taxes payable, if any, by the Society or Limited Company on such Transfer Agreement/Conveyance/Lease and other document/s or instrument of transfer in respect of the Building. Similarly, At the time of registration of Conveyance or Lease of the Project Land, the Allottee/s shall pay to the Promoter, the Allottee/s's share of stamp duty and registration charges and other taxes payable, if any, by the Apex Body or Federation on such Transfer Agreement/Conveyance/Lease and other document/s or instrument of transfer in respect of the Building alongwith Project Land in favour of the Apex Body or Federation.
- 49. The Promoter shall have a first lien and charge on the said Flat/ Shop/ Unit agreed to be acquired by the Allottee/s/s in respect of any amount payable by the Allottee/s/s to the Promoter under the terms and conditions of this agreement.
- 50. In the event of any portion of the said property being notified for set-back, D.P. Road, the Promoter alone shall be entitled to receive the compensation or such other benefit that may be given by the authorities concerned for the setback land. In the event, any area of the said property agreed to be developed by the Promoter is under reservation or is wholly or partially released from such reservation or if such reservation is shifted to any other area, the Promoter will be fully entitled to develop the said area so released or made available on shifting of such reservation or otherwise and also be entitled to utilize and consume the F.S.I. in respect thereof on the said property or on any other

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Hereinafter, if any charges are levied by or palatic required to be made to any Government Authorities or Local bodies either on the fortion or building or otherwise the Affottee/s/s on being called upon as the Promoter, pay to the Promoter

his/her share thereof at or before or after taking possession of the said Flat/ Shop/ Unit as may be required or demanded by the Promoter.

- 52. The Allottee/s hereby agree/s that in the event of any amount by way of premium to the Corporation or to the State Government or betterment charges or development charges or assessment tax or other tax or payment of a similar nature becoming payable by the Promoter and the stamp duty and registration charges, if any, on the documents to be executed under or in pursuance of this Agreement becoming payable by the Promoter, the same shall be borne and paid by the Allottee/s in proportion to the area of the said premises agreed to be purchased by the Allottee/s and in determining such amount the decision of the Promoter shall be final, conclusive and binding upon the Allottee/s.
- 53. The Allottee/s himself/themselves with an intention to bring all persons into whomsoever hand the Flat/ Shop/ Unit may come, doth hereby covenant with the Promoter as follows:-
- i) To maintain the Flat/ Shop/ Unit at the Allottee/s own cost in good tenantable repair and condition from the date of possession of the Flat/ Shop/ Unit is taken and shall not do or suffered to be done anything in or to the Flat/ Shop/ Unit and the building in which the Flat/ Shop/ Unit is situate its staircase or any passage which may be against the rules, regulations, or bye-laws of concerned local or any other authority or change/alter or make addition in or to the building in which the Flat/ Shop/ Unit is situated and the Flat/ Shop/ Unit itself or any part thereof;
- ii) Not to store in the said Flat/ Shop/ Unit 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/ Shop/ Unit is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of the building in which the said Flat/ Shop/ Unit is situated including entrances of the building in which the said Flat/ Shop/ Unit is situated and in case any damage is caused on account of negligence or default of the Allottee/s/s in this behalf, the Allottee/s shall be liable for the consequences of the breach;



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- the Flat/ Shop/ Unit in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to the Governed under the Flat/ Shop/ Unit is situated or the Flat/ Shop/ Unit which may be governed under the Rules and Regulation and bye-laws of Society, the concerned local authority or other public authority. In the event of Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned person or local authority;
- iv) Not to demolish or cause to be demolished the Flat/ Shop/ Unit 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/ Shop/ Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Flat/ Shop/ Unit is situated and to keep the portion, sewers, drains, pipes in the Flat/ Shop/ Unit and appurtenances thereof in good tenantable condition, and in particular so as to support shelter and protect the other part of the building in which the Flat/ Shop/ Unit is situated and shall not chisel or in any other manner damage to columns, beams walls, slabs, or RCC pardis/columns or other structural members in the Flat/ Shop/ Unit without prior written permission of the Promoter and/or the Society;
- v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the Flat/ Shop/ Unit is situated or any part thereof or whereby by any increased premium shall become payable in respect of the insurance, if any;
- vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Flat/ Shop/ Unit in the compound or any portion of the land/properties and the building in which the Flat/ Shop/ Unit is situated;
- vii) Not to keep anything in the common passage, staircase, terraces, walls or any other common place and not to hang any sign boards, hoardings, name boards etc., in passage or inner or outer wall of the building. The Promoter/Society shall throw away such things without any notice if anything is found in breach of this provision;
- viii) Pay to the Promoter regularly such security deposits as may be demanded by concerned local authority or Government authority for giving water, electricity, sewer clearance, or any other service connection to the building in which the Flat/ Shop/ Unit is situated;
- ix) 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

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public authority including on account of change of user of the Flat/ Shop/ Unit by the Allottee/s viz. User for any purposes other than residential purpose;

The Allottee's shall not let, sub-let, transfer assign or part with Allottee's interest or benefit factor of this Agreement or part with the possession of the Flat/ Shop/ Unit until all the dues payable by the Allottee's to the Promoter under this Agreement are fully paid up and only the Allottee and not been entry to the promoter of any of the terms and conditions of his Agreement and reputations which the Society xi) The Allottee's shall observe and perform at the same and regulations, which the Society

may adopt at its inception and the addition, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Building and the Flat/Shop/ Units therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and the use of the Flat/ Shop/ Unit in the building and shall pay and contribute regularly and punctually towards the taxes, expenses and other outgoings in accordance with the terms of this agreement;

- xii) The Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and building or any part thereof to view and examine the state and conditions thereof;
- xiii) The Allottee/s shall not close verandah or balconies without the sanction and permission of the Promoter and the authorities concerned nor shall make any alteration or changes in the elevation and outside colour scheme of the Flat/ Shop/ Unit/Building;
- xiv) The Allottee/s has agreed to obtain undertaking from the subsequent Allottee/s that the terms and conditions mentioned herein are also binding upon him.
  - 54. The Allottee/s shall always personally be and remain responsible to the MBMC and concerned public, statutory local and planning authorities, the Promoter and to the society, for any violation or breach of any of the aforesaid covenants, conditions and undertakings.
  - 55. The Allottee/s agrees to sign and deliver to the Promoter before and after taking possession of the Flat/ Shop/ Unit all writings, papers, documents, applications, etc., as may be necessary or required by the Promoter to put the intention of the parties as reflected herein into complete effect.



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- times the amounts which the Allottee/s is liable to pay under this Agreement and at all times against any expenditure, loss or expense arising from any claim, damages, claims, suits, proceedings, expenses, charges that the Promoter may suffer as a result of non-payment, non-observance or non-performance of the covenants and conditions stipulated in this Agreement and/or on account of unauthorized alteration, repairs or wrongful use etc to the Flat/ Shop/ Unit, including the amount expended on litigation in enforcing rights herein and/or on account of or occasioned by any accident or injury to the Allottee/s or his/her/their/its representative/s or any person/s visiting the Allottee/s/s or his/her family, guests or visitors or staff, or all persons claiming through or under the Allottee/s, before or after taking possession of the Flat/ Shop/ Unit and during the
- 57. It is specifically agreed by and between the parties that at the time of execution of Deed of Lease in favour of the society or body corporate as the case may be, if any FSI is balance to be consumed on any portion of the said property, the Promoter shall be entitled to float the said FSI elsewhere and to any other property and/or otherwise utilise the same as may permitted by the Municipal Corporation of Greater Mumbai.

occupation, use and enjoyment of the estate, the common areas and the gardens.

- 58. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or a Company or towards the outgoings, and shall utilize the amounts only for purposes for which they have been received.
- 59. Save and except the Flat/ Shop/ Unit and subject to what is specifically mentioned herein, the Allottee/s agree/s, confirm/s and represent/s that they/he/she/it shall not claim any right in respect of the Larger Property, including but not limited to, all use of open spaces, common areas, recreational areas, common terraces and the parapet walls or the external walls, compounds, staircases, lifts, passages, entrances, parking areas, facilities and amenities etc. of the Building or of any of the building/s and other structure/s being constructed and/or to be constructed hereafter on the Project Land or on the land and/or of the contiguous, adjacent or adjoining lands/Sectors other than the areas specially allowed to be used, and that the same are specifically excluded from the scope of this Agreement and the Allottee/s is/are not, and shall not be entitled to any ownership right, title or interest etc. in any form or manner whatsoever in, to, over or upon the same until the whole property is assigned and transferred to the Society as the case may be as herein mentioned but subject always to the rights, reservations, covenants and easements in favour of the Promoter as herein provided. The Allottee/s

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agrees and understands that the rights to develop and deal with the same vests solely with the Promoter and its nominees, successors and assigns.

60. During the course of construction, the Allottee/s may instruct the Promoter to make any addition or alteration including any extra amenities provided the same does not involve any structural changes and is permitted by SRA and for such additional alteration or extra amenities extra cost is to be paid in advance by the Allottee/s to the Promoter upon the Promoter agreeing to provide the same. The Promoter shall be at liberty to refuse to provide such or any extra amenities and/or addition and/or alteration without

Allottee/s and/or the Society all amounts contributions and pleposits including amounts payable by the Allottee/s to the Promoter under this Agreement shall always be paid punctually by the Allottee/s to the Promoter under this Agreement shall always be paid punctually by the Allottee/s to the Promoter under this Agreement shall always be paid punctually by the Allottee/s to the Promoter under this Agreement shall always be paid punctually by the Allottee/s to the Promoter under this Agreement shall always be paid punctually by the Allottee/s to the Promoter under this Agreement shall always be paid punctually by the Allottee/s to the Promoter under this Agreement shall always be paid punctually by the Allottee and the Promoter under this Agreement shall always be paid the Allottee and the Promoter under this Agreement shall always be paid the Allottee and the Promoter under this Agreement shall always be paid the Allottee and the Promoter under this Agreement shall always be paid the Allottee and the Promoter under this Agreement shall always be paid to the Promoter under this Agreement shall not be withheld by the Allottee and the Promoter under the Pr

assigning any reason and in their absolute disergion

- 62. In the event of the Society being formed and registered before the sale and disposal by the Promoter of all the Flat/ Shop/ Units, stilt, and other spaces, garages, gardens, terraces, compounds and car parking spaces in the Building and in the compound, the power, and authority of the society so formed of the Flat/ Shop/ Unit holders and the Allottee/s of Flat/ Shop/ Unit and other spaces and car parking spaces, shall be subject to the overall authority and control of the Promoter in respect of any of the matters concerning the said entire property/layout, the construction and completion thereof and all amenities pertaining to the same and in particular the Promoter shall have absolute authority and control as regards the unsold Flat/ Shop/ Units, garages, basement, stilt, terraces, compounds, other spaces, and car parking spaces and the disposal thereof. The Promoter shall be liable to pay only the Municipal taxes at actual rate in respect of the unsold Flat/ Shop/ Units. In case, the Lease is executed in favour of the Co-operative Society before the disposal by the Promoter of all the Flat/ Shop/ Units then in such event the Promoter shall join in Promoter/members in respect of such unsold premises and as and when such premises are sold to the persons of the choice and at the discretion of the Promoter, the Co-operative Society shall admit as members the Allottee/s/s of such premises/Flat/ Shop/ Units without charging any premium or any other extra payment.
- 63. The Allottee/s/s by himself or along with the other Allottee/s of the Building shall not be entitled to require Promoter to contribute any amount towards maintenance charges or out goings in respect of the Flat/ Shop/ Unit/s which have remained unsold by the Promoter at any time. The Promoter will also be entitled to the refund of Municipal Taxes if any on account of vacancy of any Flat/ Shop/ Unit/s in the proposed building.



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- or Municipal Authority for the purpose of sanctioning the plans and/or issuing the commencement certificate and/or occupation certificate and/or building commencement certificate and/or occupation certificate and/or building commencement deposits to be paid to BSES Ltd., or Reliance shall be payable by all the Flat/ Shop/ Unit holders of the said building in proportion to the respective costs of their Flat/ Shop/ Units/units etc. The Allottee/s agrees to pay the Promoter such proportionate share of the Allottee/s of such deposits at the time of taking possession or within seven days of demand, whichever is earlier.
- 65. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee/s by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee/s nor shall the same in any manner prejudice the rights of the Promoter.
- 66. The Allottee/s shall present this agreement as well as the conveyance at the proper registration office for the registration within the time limit prescribed under the Registration Act without fail and the Promoter will attend such office and admit execution thereof provided the Promoter are informed well in advance about the same. In case of default, the Allottee/s shall only remain liable to penalty and/or punishment for his negligence.
- 67. All notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter, by Registered Post A.D. or Courier or notified Email ID or Under Certificate of Posting (UPC) at his/her address specified below:-

Allottee/s/s

Name:-Mr. Sharafat Abdul Grafur Desai & Mrs. Kulsumbi Desai Address: A/102, Accord, Chheda Complex, Naya Nagar, Behind Geeta Nagar, Phase-5, Mira Road (E) Thane Maharashtra - U401107.

Promoter

Name: M/s. RAJDEEP REALTORS PRIVATE LIMITED.

Address:- Laxmi Palace, 76 Mathuradas Road, Kandivali West, Mumbai 400 067

Email ID:- customersupport@origincorp.in

68. After possession of the Flat/ Shop/ Unit is handed over to the Allottee/s, if any additions or alterations in or about or relating to the Building and/or Flat/ Shop/ Unit are required to be carried out by any statutory authority, the same shall be carried out by the Allottee/s and the other acquirers of the Flat/ Shop/ Units in the said building at

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his/her/their own costs, expenses, risks and responsibilities and the Promoter will not in any manner be responsible for the same.

their right, use or interest the Project Land/Intract operty or in the Building to be constructed by the Promoter but, the same shall the ffect the Flat/ Shop/ Unit purchased by the Allottee (1) of the purchased by the purchased by the Allottee (1) of the purchased by the

also be entitled to utilise any 70. The Allottee's agrees and confirms that Larger Property including terrace of the proposed building for the purpose or putting any hoarding illuminated or otherwise and neon signs and/or cable net-work station and/or Cellular Phone Receptors or station links or antennae or such other use as may be desired by the Promoter and such hoarding may be of such nature, type or mode as may be decided and desired by the Promoter without any consent or permission of the Allottee/s. However, in the event, any Municipal taxes and/or cesses or other amounts are payable to any local authorities including MBMC in respect of the said hoarding or installation of network stations as aforesaid, the same shall be borne and paid by the Promoter alone. The Promoter shall also be entitled to assign and sell the said rights in respect of the said user as envisaged in this clause to any person/s and for such consideration and on such and terms and conditions as may be decided by the Promoter without in any way being accountable to the Allottee/s/s herein. The Allottee/s shall not be entitled to demand any reduction in price of the Flat/ Shop/ Unit or object to the Promoter using the Property in the manner aforesaid on any ground whatsoever. For the purpose of the above, the Promoter, their nominees, agents, servants shall also be entitled to enter upon the Project Land for the purpose of putting up such hoarding/s and network station etc., as well as for operating and maintaining the same from time to time.

- 71. This Agreement will be binding upon and ensure to the benefit of the Promoter, their administrators, successors and permitted assignees and will be binding upon the Allottee/s and his/their/its legal heirs, executors, administrators, successors and his/her permitted assigns.
- 72. If at any time, any provision of this Agreement is declared void, invalid or unenforceable under the applicable law/s or under directions or orders of any judicial or other competent authority, the validity or enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby and this Agreement shall continue in full force and effect as if it had been executed without the invalid or unenforceable provision.





73. The Conveyance/Lease or any other instrument of trapsfer and all documents shall be prepared by advocates of the Promoter and shall contain covenants and conditions therein as the Promoter may deem fit and proper and other clauses which they think necessary and desirable.

- 74. The Allottee/s shall sign all papers and documents and do all other things that the Promoter may require him to do from time to time in this behalf including for safeguarding the interests of the Promoter and holders of other offices/garages/parking spaces/hoarding space etc., in the Building on the Project Land.
- 75. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the terrace space in the front of or adjacent to the terrace Flat/ Shop/ Units in the said building, if any, shall belong exclusively to the Promoter unless sold by the Promoter to the respective Allottee/s/s of the terrace Flat/ Shop/ Unit and in the event of sale thereof such terrace spaces shall be intended to and shall be for the exclusive use of the respective terrace Flat/ Shop/ Unit Allottee/s/s. The said terrace shall not be enclosed by the Allottee/s/s except with the permission in writing from the concerned local authority and the Promoter the society or as the case may be.
- 76. This Agreement constitutes the composite, complete, exhaustive agreement and contract between the Parties with respect to the sale of the Flat/ Shop/ Unit and supersedes all understandings, any other agreements, correspondence, brochure arrangements whether written or oral, if any, between the Parties. No amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. The Allottee/s/s hereby expressly admit/s, acknowledge/s and confirm/s that no terms, conditions, particulars or information, whether oral, written or otherwise given or made or represented, including those contained or given as promotional material including but not limited to advertisement, leaflet or brochure, or in any correspondence or other writing or document by the Promoter and/or their agents to the Allottee/s/s and/or his/her/their/its agents, other than such terms, conditions and provisions as are contained or incorporated in this Agreement, shall be deemed to form part of this Agreement or to have induced the Allottee/s/s to enter into this Agreement. This Agreement or any provision hereof cannot be orally amended, terminated or waived.
- 77. It is clearly understood and so agreed that forwarding this Agreement to the Allottee/s does not create a binding obligation on the part of the Promoter or Allottee/s/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by

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the Promoter. If the Allottee/s/s fail to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s/s for rectifying the default, which if not rectified with in 15 (fifteen) days from the date of its receipt by the Allottee/s/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s/s in connection therewith including the booking amount

shall be returned to the Allottee/s without any prefer or compensation whatsoever as

18. The execution of this Agreement strall be complete, they upon its execution by the Promoter through its authorized signature. The place, which may be mutually agreed between the Promoter and the Allottee/s/s and only after the Agreement is duly executed by the Allottee/s/s and Promoter or simultaneously with the execution of the said Agreement shall be registered at the office of sub-Registrar.

- 79. 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/Building/Flat/ Shop/ Unit shall equally be applicable to and enforceable against any subsequent Allottee/s/s of the Flat/ Shop/ Unit, in case of transfer, and the said obligation go long with the Flat/ Shop/ Unit for all intents and purposes.
- 80. If nay provision of this Agreement shall be determined to be void or unenforceable under the Said Acts or Rules or Regulations made thereunder or under other applicable laws, such provision/s of the Agreement shall be deemed amended or deleted in so far a reasonably inconsistent with the purpose of this Agreement and to the extent necessary to confirm to the Act/s or the Rule/s or Regulation/s made there under or the applicable laws, 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.
- 81. Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s in the Project, the same shall be in proportionate to the carpet area of the Flat/ Shop/ Unit to the total area of all the Flat/ Shop/ Units in the Building/Project Land.
- 82. This Agreement shall always be subject to the provision of the Acts and Rules and any other provisions of law applicable there under.
- 83. All costs, charges and expenses including stamp duty and registration charges payable in respect of this Agreement shall be born and paid exclusively by the Allottee/s/s only. The charges payable on all deeds, documents, instrument and writing incidental or

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related to the same, or to be executed in pursuance hereof or in connection with the formation of the Society as well as the costs, charges and expenses of preparing, engrossing, stamping and registering this and all other Agreements coverages deeds including Deed of Lease/Assignment or any other documents required to be executed by the Promoter and/or the Allottee/s/s and out of pocket expenses and all costs charges and expenses arising out of or under these presents as well as the entire professional costs of the Advocates or Solicitors for the Promoter including preparing and approving all such documents shall be borne and paid by the acquirers of the tenements or by the Society proportionately including the Allottee/s/s. The Promoter shall not contribute

anything towards such expenses. The proportionate share of the costs, charges, and expenses payable by the Allottee/s/s shall be paid by the Allottee/s/s immediately on

84. Any disputes or differences arising out of or in relation to this Agreement or the stipulations specified in the Acts or Rules have been satisfied or not, will be referred to the Competent Authority as specified in the Said Acts and/or the Arbitration of a Sole Arbitrator which will be mutually decided by the parties to this Agreement as provided under Arbitration & Conciliation Act, 1996 (as amended or re-enacted). The Arbitration proceedings shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force and seat of Arbitrator shall be Mumbai and language shall be English.

IN THE WITNESS WHEREOF the parties hereto have signed and delivered these presents hereto at Mumbai, the day and the year first hereinabove written.

#### THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THOSE pieces and parcels of land bearing (1) Survey No. 81, Hissa No.1,2,3(PT),4, 5, & 6, (2) (4) Old Survey No. 430, New Survey No. 95, Hissa No. 1, 2, (5) Old Survey No. 431, New Survey No. 93, Hissa No. Nil, (6) Old Survey No. 432, New Survey No. 94, Hissa No. Nil, (7) Old Survey No. 433, New Survey No. 92, Hissa No. 3, (8) Survey No. 27, Hissa No. 1, 2, 3, 5, 6, 7, 8, & 9, 10A &10B (9) Survey No. 28, Hissa No. 1, 2, 3, 4, 5, (10) Survey No. 29, Hissa No. 1, 3, (11) Old Survey No. 444, New Survey No. 128, Hissa No. 1, 3, 2A, 4, 5, (12) Survey No. 83, Hissa No. 1, & 2, (13) Survey No. 85, Hissa No. 1A, 1B, (14) Old Survey No. 443, New Survey No. 127, Hissa No. 1 (Pt.), 1 (Pt.), 2 (PT), (15) Survey No. 86, Hissa No. 1, 2,3, 4, 8A, 8B, 8C, (16) Survey No. 87, Hissa No. 1A, 1B, 1C, 1D, 2, (17) Survey No. 88, Hissa No. 1/1,&3, (18) Survey No. 89, Hissa No. 1 & 3, (19), Survey No. 105, Hissa No. 1, & 2, (20) Survey No. 225, Hissa No. 1A, & 1C, (21) Old Survey no. 419, New Survey no. 106, Hissa No. Nil, (22) Old Survey no. 420, New Survey No. 116, Hissa No. 1, 2, 3 & 7A, (23) Old Survey No. 421, New



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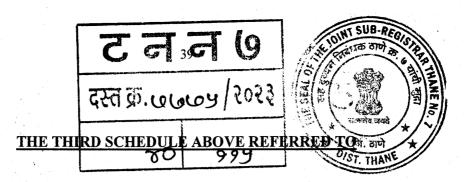
Survey No. 117, Hissa No. 1A, 1B, 2, 3A, 3B, 5 & 6, (24) Old Survey no. 422, New Survey No. 103, Hissa No. 2, 3A, 4, 5, 6, 7, 8, 9, 10, & 11, (25) Old Survey no. 423, New Survey No. 105, Hissa No. 1, 3, 4, 5A, 5B, & 5D, (26) Old Survey no. 425, New Survey No. 100, Hissa No. 10 & 11, (27) Old Survey No. 429, New Survey No. 96, Hissa No. 1, 2, 3, & 5, (28) Survey No. 72, Hissa No. 1, 2, (29) Survey No. 73, Hissa No. 1, 2, 3, 4, (30) Survey No. 74, Hissa No. 1, & 2, 75, Hissa No. 1, 2, (32) Survey No. 79, Hissa No. 1, 3, 4, (33) Old Survey No. No. 10 Hissa No. 107, Hissa Survey No. 436, New Survey No. 107, Hissa 10, Hissa No. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 437, New Survey 20238 New Survey 86. 11 San No. 1, 2, 3, & 6, (37) Old Survey No. ゟ゙, 8, & 10 (38) Old Survey No. 440, New lissa No. 1, 1, 12, 13, (40) Old Survey No. 418, New Surve Po. 1130 Hissa No 1 8, 6 m. of 9 Survey No. 126, Hissa No. 2, 3, 4, (41) Survey No. 417, New Survey No. 124, Hissa No. 7, (42) Old Survey No. 446, New Survey No. 130, Hissa No. 1, 2, 3, (43) Old Survey No. 447, New Survey No. 142, Hissa No. 3, 4, 5, (44) Survey No.43, Hissa No. 2, 4, 5, 6, (45) Survey No. 63, Hissa No. 1, 2, 3, 4, 6B, 7, 8, 9, (46) Survey No. 68, Hissa No. 1, 2, 3, (47) Survey No. 70, Hissa No. 1, 2, (48) Old Survey No. 424, Hissa No. 2, (49) Old Survey No. 428, Hissa No. 3, (50) Survey No.26, Hissa No. 1, 2, (51) Survey No.30, Hissa No. 7, 8, (52) Survey No.224, Hissa No. 1C, (53) Old Survey No. 445, New Survey No. 129, Hissa No. Nil, (54) Survey No. 67, Hissa No. 1, 2, (55) Old Survey No. 442, New Survey No. 115, Hissa No. 1, 2, 3, (56) Survey No. 71, Hissa No. 1,2, (57) Survey No. 234, Hissa No.1, (57) Survey No. 64, Hissa No. 1, 2, 3, 4, Survey No. 56, Hissa No. 8, (58) Survey No. 55, Hissa No. 2, (59) Survey No. 232, Hissa No. 1A, 1B, 1C, 2A, & 2B, (60) Survey No. 41, Hissa No. 1, & 4A, (61) Survey No. 226, Hissa No. 1, & 2, (62) Survey No. 228, Hissa No. 1B, 2, & 3, (63) Survey No. 82, Hissa No. Nil, approximately total admeasuring about 7,46,113.44 sq. meter i.e. equivalent to 892344.24 sq. yards, amongst the area admeasuring 252175.69 sq. meter admeasuring area falling under Costal regulatory Zone (CRZ) situated at Village Ghodbunder & Navghar, Taluka & District Thane, the registration District and Sub District of Thane, within the limits of Mira Bhayander Municipal Corporation.

### THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land being "Sector 12" being developed on the property bearing Survey No. 105, Hissa No. 1 & 2 area admeasuring 3529.64 sq. meters situate, lying being at Village Ghodbunder, Taluka and District Thane, in the Registration District and Sub-District Thane and now within the limits of Mira Bhayandar Municipal Corporation, and bounded by:-

On or towards the East: by S. No 224Pt
On or towards the West: by D. P. Road
On or towards the North: by Raj Arcade
On or towards the South: by D. P. Road

Box of



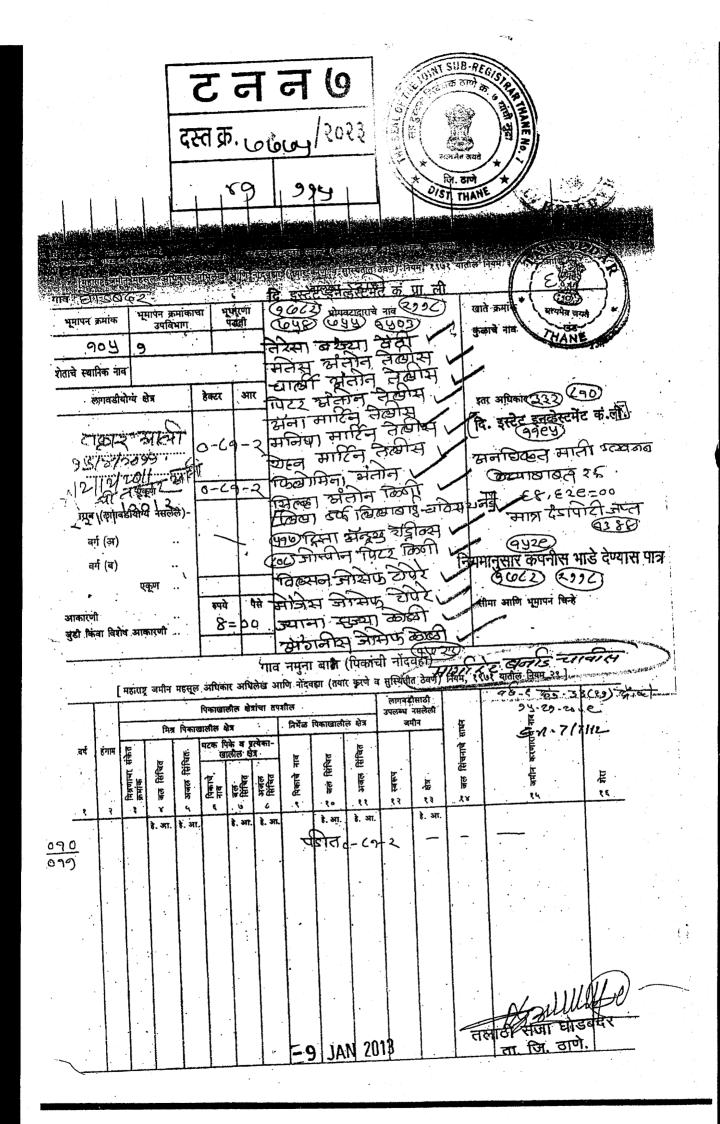
ALL THAT piece and parcel of "Project Land" admeasuring 3529.64 sq. mtrs., appurtenant to the buildings, project namely "WISTERIA SQUARE" building no. \(\overline{X111}\) Wing - , comprising of part Stilt + part ground + 22 upper floors on the portion of Survey No. 105, Hissa No. 1 & 2 of Village Ghodbunder, Taluka and District Thane, of "Sector 12" within the limits of the Mira Bhayandar Municipal Corporation.

#### THE FOURTH SCHEDULE ABOVE REFERRED TO

Flat/ Shop No. 1104 in the project known as "WISTERIA SQUARE" in Building No. XIII, Wing —, carpet area admeasuring about 42-19 sq. meters (Carpet area 32-67 sq. mtrs. + Balcony area 3.63 sq. mtrs+ Deck area 5.89 sq. mtrs.) being constructed on the part portion of property bearing Survey No. 105, Hissa No. 1 and 2 being lying and situate at Village- Ghodbunder, Taluka & Dist — Thane, within the limits of the Mira Bhayandar Municipal Corporation.

SIGNED, SEALED AND DELIVERED By the withinnamed "PROMOTER" RAJDEEP REALTORS PVT. LTD., In the Presence of BHAVYA SHAH	Bolel	
SIGNED SEALED AND DELIVERED	)	
By the withinnamed 'Allottee/s' Mr. Sharafat Abdul hafur Desai Mrs. Kul Sumbi Desai	y Bari	
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## Mrs. Revati N. Dhakite Dhakite Associates

Advocate

Office at Laxmi Palace, 76, Mathuradas Road, Kandivali West, Mumbai-400067.

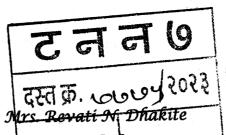
Mobile No. 9326983063, Email I.D. revatidhakite@gmail.com.



THIS IS TO CERTIFY that I have examined title in respect of land situated at Survey No. 105, Hissa No. 1 & 2, Survey No. 87, Hissa No. 2, Survey No. 88, Hissa No. 1C, situated and lying at Revenue village- Ghodbunder, Registration Sub- District & Dist. Thane belonging to 1) Mr. Matesh Anton Telies, 2) Mrs. Suman Matesh Telies, 3) Mr. Milton Matesh Telies, 4) Mrs. Veronica B. Koli, 5) Mrs. Rita Edwin D'souza, 6) Mr. Franky Matesh Telies, 7) Miss Clera Sunil Koli, 8) Mrs. Anna Martin Telies, 9) Mrs. Manisha Sunil Koli, 10) Mr. Snehal Martin Telies, 11) Mr. Rohan Alias Rahul Martin Telies, 12) Mr. Charly Anton Telies, 13) Mrs. Delthin Charly Telies, 14) Mr. Nikhil Charly Telies, 15) Master Pratik Charly Telies through his Natural Guardian Mr. Charly Anton Telies, and 19) Master Onniel Peter Telies through his Natural Guardian Mr. Peter Anton Telies of Bhyander, Dist. Thane and have found the same to be clear, marketable and free from all encumbrances.

Development Agreement dated 20/07/2007 is duly stamped and registered under Sl. No. 5334/2007 on 20/07/2007 with Sub-Registrar of Assurance at Thane- 2 and made between Mr. Mosses Joseph Topere through his C.A. Shri. Rakesh Kana Gharat as the Owner of the one Part and M/s. Rajdeep Realtors Pvt. Ltd., as the Developers of the Others Part, the Owner sold to the Developers the land bearing Survey No. 87, Hissa No. 2, Survey No. 88, Hissa No. 1C, Survey No. 105, Hissa No. 1, total admeasuring 15310 Sq. meters, situated and lying at Revenue village- Ghodbunder, Taluka and District Thane at the Price of Rs. 11,100,000/- and on the terms and conditions as stated therein.

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Advocate

Office at Laxmi Palace, 76, Mathuradas Road, Kandivali West, Mumbai- 400067.

Dhakite Associates 94

Mobile No. 9326983063, Email I.D. revatidhakite@gmail.com.

Deed of Confirmation dated 03.08.2007 is duly stamped and registered under Sl. No. 5768/2007 on 06.08.2007 with Sub-Registrar of Assurance at Thane-2 confirmed by Mr. Moses Joseph Topere in respect of the land bearing Survey No. 87, Hissa No. 2, Survey No. 88, Hissa No.1C, Survey No. 105, Hissa No. 1, situated and lying at Revenue village-Ghodbunder, Taluka and District Thane.

Development Agreement dated 3<sup>rd</sup> August, 2007 is duly stamped and registered under Sl. No. TNN- 2/5772/2007 with Sub- Registrar of Assurance at Thane -2 and made between Mr. MOZES JOSEPH TOPERE as the Owner of the One Part and M/s. Rajdeep Realtors Pvt. Ltd., as the Developers of the Other Part, the Owner sold to the Developers the land bearing Survey No. 224, Hissa No. 1A, Survey No. 224, Hissa No. 1B, total admeasuring 20310 Sq. meters, situated at village- Ghodbunder, Taluka and District Thane at the price of Rs. 35,00,000/- and on the terms and conditions as stated therein.

Development Agreement dated 03.08.2007 is duly stamped and registered under Sl. (No. 5774/2007 on 06.08.2007 with Sub-Registrar of Assurance at Thane- 2 and made between Mr. Moses Joseph Topere as the Owner of the part AND M/s. Rajdeep Realtors Pvt. Ltd., as the Developers of the Other Part, the owner sold to the Developers the land bearing Survey No. 105, Hissa No. 2, total admeasuring 12370 Sq. meters., situated and lying at Revenue Village- Ghodbunder, Taluka and District Thane at the price of Rs.25,00,000/- and on the terms and conditions as stated therein.

Confirmation Deed dated 11.03.2008 is duly stamped and registered under Sl. No. TNN-2/2371/2007 on 11.03.2008 with Sub-Registrar of Assurances at Thane-2 and made between Smt. Teresa Berenja Vaity and others as the owner of the One Part AND M/S. Rajdeep Realtors Pvt. Ltd., as the Developers of the Other Part, the Owner sold to the Developers the land bearing Survey No. 105, Hissa No. 2, total admeasuring 12370 Sq. meters situated and lying at Revenue village- Ghodbunder, Taluka and District Thane at the price of Rs. 36,00,000/- and on the terms and conditions as stated therein.

Confirmation Deed dated 11.03.2008 is duly stamped and registered under Sl. No. TNN- 2/2372/2007 on 11.03.2008 with Sub-Registrar of Assurances at Thane-2 and made

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## Mrs. Revati N. Dhakite Dhakite Associates

#### Advocate

Office at Laxmi Palace, 76, Mathuradas Road, Kandivali West, Mumbai-400067.

Mobile No. 9326983063, Email I.D. revatidhakite@gmail.com.

Rajdeep Realtors Pvt. Ltd., as the Developers of the Other Part, the owner sold to the Developers the land bearing Survey No. 87, Hissa No. 2, total admeasuring 3240 Sq. meters Survey No. 88, Hissa No. 10, total admeasuring 3936 Sq. meters, Survey No. 105, Hissa No. 1, total adm., 8120 Sq. meters situated and lying at Reseaue village- Ghodbunder, Taluka and District Thane at the price of Rs. 45,00,000/- and on the terms and conditions as stated therein.

Confirmation of Development, Indicated 9th July, 2008 is duly stamped and registered under Sl. No. TNN- 2/6223/2008 on 11.07.2008 with Sub-Registrar of Assurances at Thane- 2 and made between 1) Mr. Matesh Anton Telies, 2) Mrs. Suman Matesh Telies, 3) Mr. Milton Matesh Telies, 4) Mrs. Veronica B. Koli, 5) Mrs. Rita Edwin D'Souza, 6) Mrs. Franky Matesh Telies, 7) Miss Clera Matesh Telies, 8) Mrs. Anna Martin Telies, 9) Mrs. Manisha Sunil Koli, 10) Mr. Snehal Martin Telies, 11) Mr. Rohan Alias Rahul Martin Telies, 12) Mr. Charly Anton Telies, 13) Mrs. Delthin Charly Telies, 14) Mr. Nikhil Charly Telies, 15) Master Pratik Charly Telies through his Natural Guardian Mr. Charley Anton Telies, 16) Mr. Peter Anton Telies, 17) Mrs. Asha Peter Telies, 18) Miss Romah Peter Telies, and 19) Master Onniel Peter Telies through his Natural Guardian Mr. Peter Anton Telies AND M/s. Rajdeep Realtors Pvt. Ltd., through its Former Directors 1) Shri. Amir A. Engineer and 2) Shri Amul G. joshi in respect of land bearing New Survey No. 87, Hissa No. 2, Survey No. 88, Hissa No. 1C, & Survey No. 105, Hissa No. 1.

Confirmation of Development Agreement dated 9th July, 2008 is duly stamped and registered under Sl. No. TNN- 2/6224/2008 on 11.07.2008 with Sub- Registrar of Assurances at Thane- 2 and made between 1) Mr. Matesh Anton Telies, 2) Mrs. Suman Matesh Telies, 3) Mr. Milton Matesh Telies, 4) Mrs. Veronica B. Koli, 5) Mrs. Rita Edwin D'souza, 6) Mr. Franky Matesh Telies, 7) Miss Clera Matesh Telies, 8) Mrs. Anna Martin Telies, 9) Mrs. Manisha Sunil Koli, 10) Mr. Snehal Martin Telies, 11) Mr. Rohan Alias Rahul Martin Telies, 12) Mr. Charly Anton Telies, 13) Mrs. Delthin Charly Telies, 14) Mr. Nikhil Charly Telies, 15) Master Pratik Charly Telies through

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Advocate 994



Office at Laxmi Palace, 76, Mathuradas Road, Kandivali West, Mumbai- 400067.

Mobile No. 9326983063, Email I.D. revatidhakite@gmail.com.

his Natural Guardian Mr. Charly Anton Telies, 16) Mr. Peter Anton Telies, 17) Mrs. Asha Peter Telies, 18) Miss Romah Peter Telies, and 19) Master Onniel Peter Telies through his Natural Guardian Mr. Peter Anton Telies and M/S. Rajdeep Realtors Pvt. Ltd., through its Former Directors 1) Shri Amir A. Engineer and 2) Shri. Amul G. Joshi in respect of land bearing Survey No.105, Hissa No.2.

Power of Attorney dated 19th April, 2008 is duly stamped and registered under Sl. No. TNN- 4/3861/2008 on 24.04.2008 with Sub- Registrar of Assurance at Thane -2 executed by 1) Smt. Jospin Alias Joswin Peter Keny, 2) Smt. Tresea Andrew Rodriques, 3) Smt. Philomina Alias Uma Paul Koli, 4) Smt. Leelabai Burnard Chaves, 5) Smt. Silvi Anton Keny, 6) Shri. Wilson John Pereira, 7) Smt. Meribai Marshal D'mello, 8) Smt. Meena Thomas Soj, 9) Smt. Rukina Jhonny Keny and 10) Smt. Sushila Adison Kotlya in favour of Mr. Kana Hirji Gharat in respect of land bearing Survey No.87, Hissa No.2, Survey No.88, Hissa No.1C, Survey No.105, Hissa No.1, Survey No.105, Hissa No.2.

Confirmation Deed dated 31st August, 2008 is duly stamped and registered under Sl. No. TNN- 2/7910/2008 on 15.09.2008 with Sub-Registrar of Assurance at Thane-2 and made between 1) Smt. Jospin Alias Joswin Peter Keny, 2) Smt. Tresea Andrew Rodriques, 3) Smt. Philomina Alias Uma Paul Koli, 4) Smt. Leelabai Burnard Chaves, 5) Smt. Silvi Anton Keny, 6) Shri. Wilson John Pereira, 7) Smt. Meribai Marshal D'mello, 8) Smt. Meena Thomas Soj, 9) Smt. Rukina Jhonny Keny and 10) Smt. Sushila Adison Kotlya through their Constituted Attorney Mr. Kana Hirji Gharat and M/S. Rajdeep Realtors Pvt. Ltd, through its Former Directors 1) Shri. Amir A. Engineer and 2) Shri. Amul G. Joshi in respect of land bearing Survey No.87, Hissa No.2, Survey No.88, Hissa No.1C, New Survey No.105, Hissa No.1 & New Survey No.105, Hissa No.2.

The said Agreement executed by and between the parties are hereto as stated herein above are valid, legal, subsisting, and same are in full force and effect.

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## Mrs. Revati N. Dhakite Dhakite Associates Advocate

Office at Laxmi Palace, 76, Mathuradas Road, Kandivali West, Mumbai- 400067.

Mobile No. 9326983063, Email I.D. revatidhakite@gmail.com.

On the basis of document furnished to me as well as on the basis of information provided to me, I hereby state and certify that in my opinion and as such the title of the said property is clear and marketable and free from all encumbrances and also certified that M/S. Rajdeep Realtors Pvt. Ltd., through its Existing Directors 1) Shri. Jayesh T. Shah and 2) Shri. Ketan T. Shah have entitled to develop the said property by constructing building thereon, subject to the permissions and sanctions to be granted by the authorities concerned and shall also be entitled to sell the premises in the building to be constructed by them on the said property to the intending purchasers thereof.

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Mrs. Revati N. Dhakite

Advocate

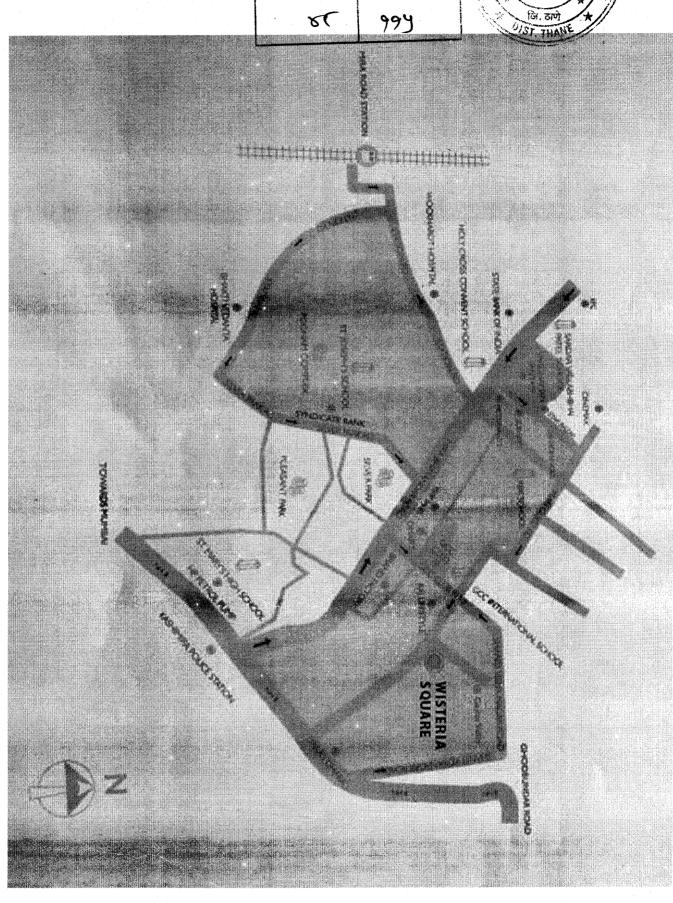
IRS. REVATI N. DHAKITE ADVOCATE, INCH COURT

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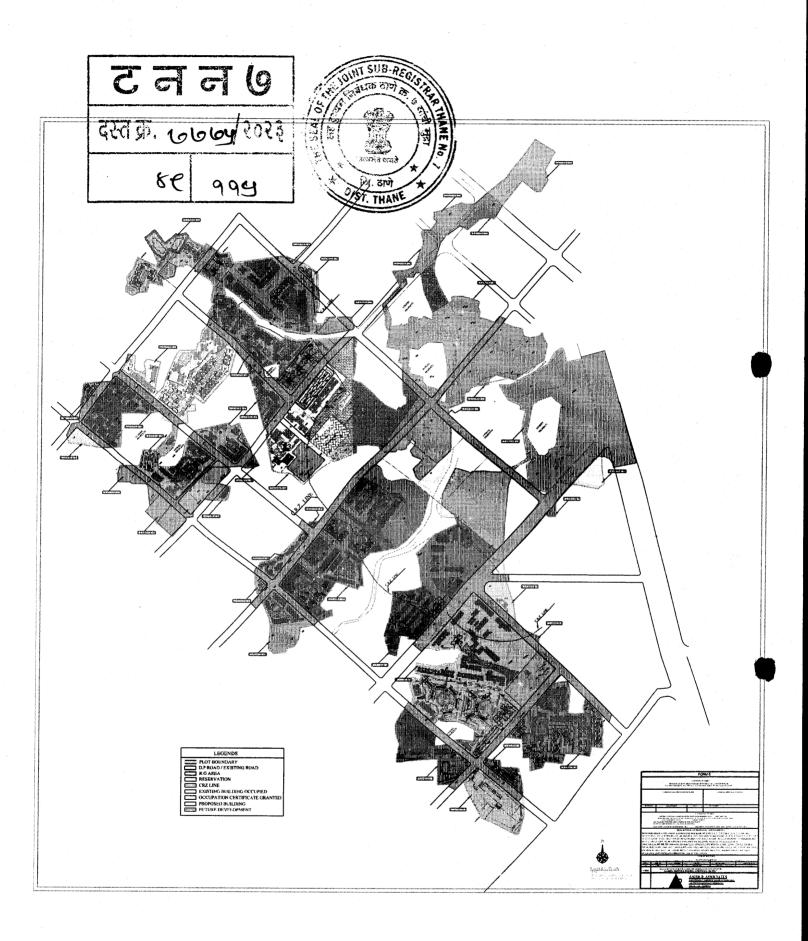
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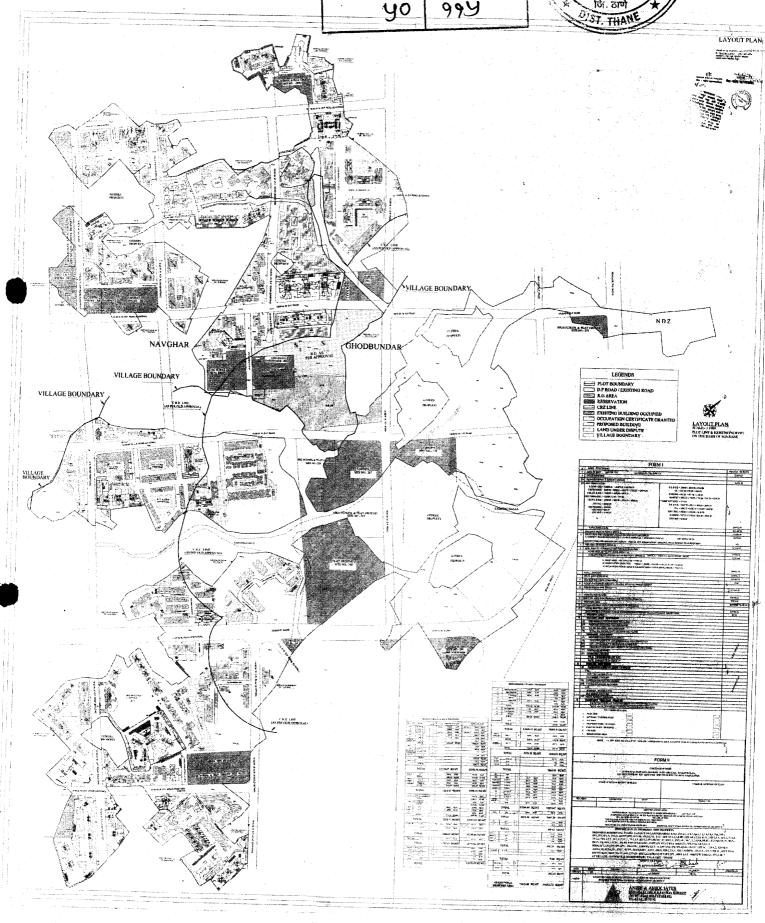


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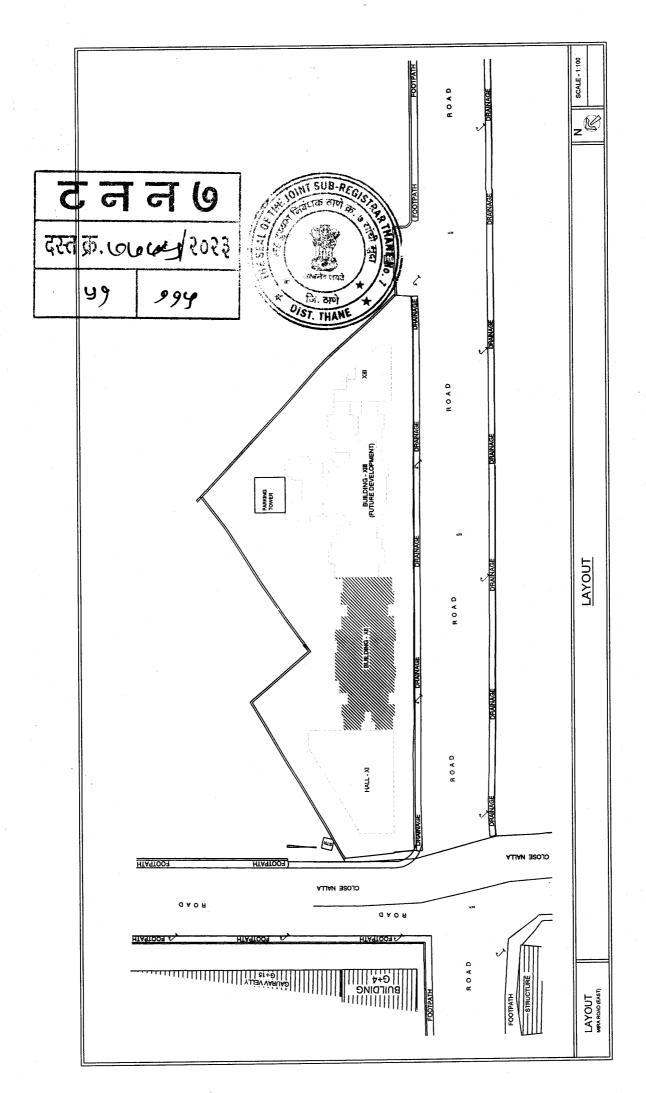
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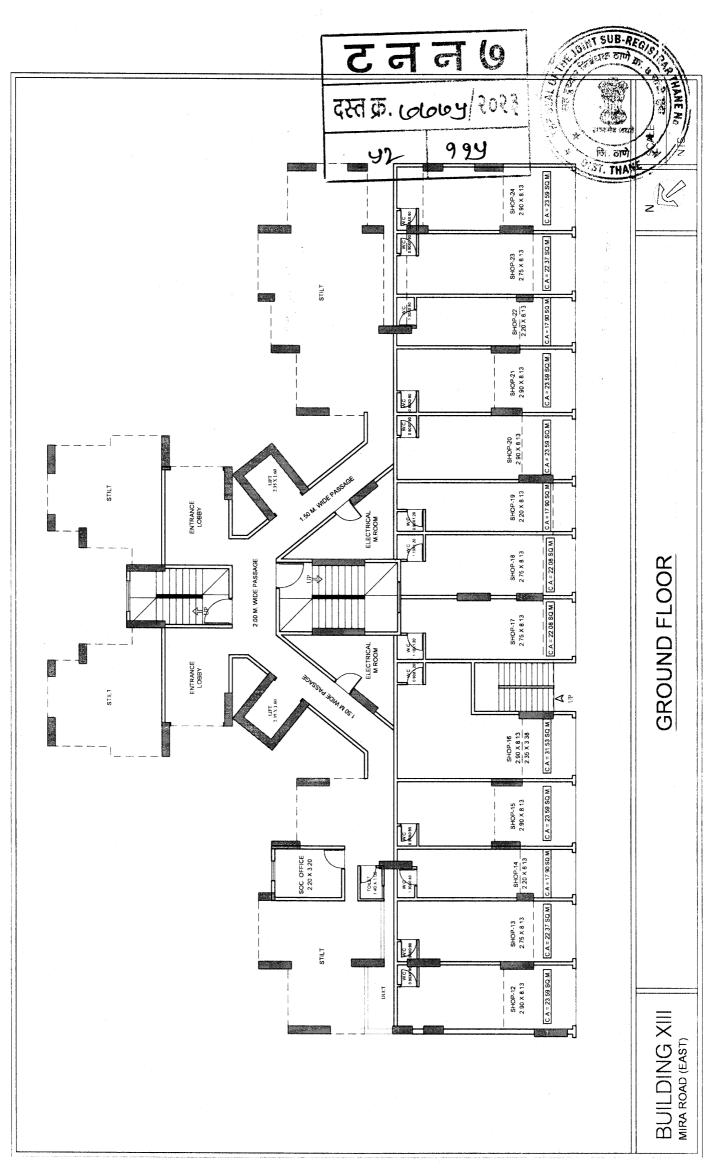




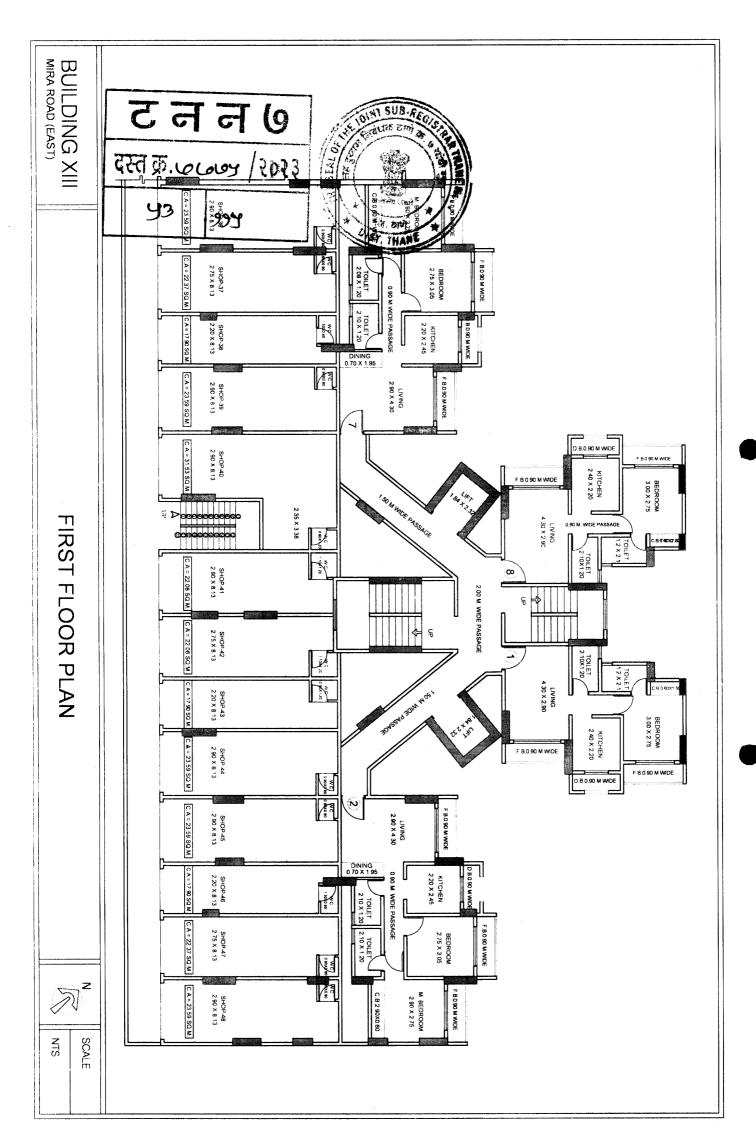
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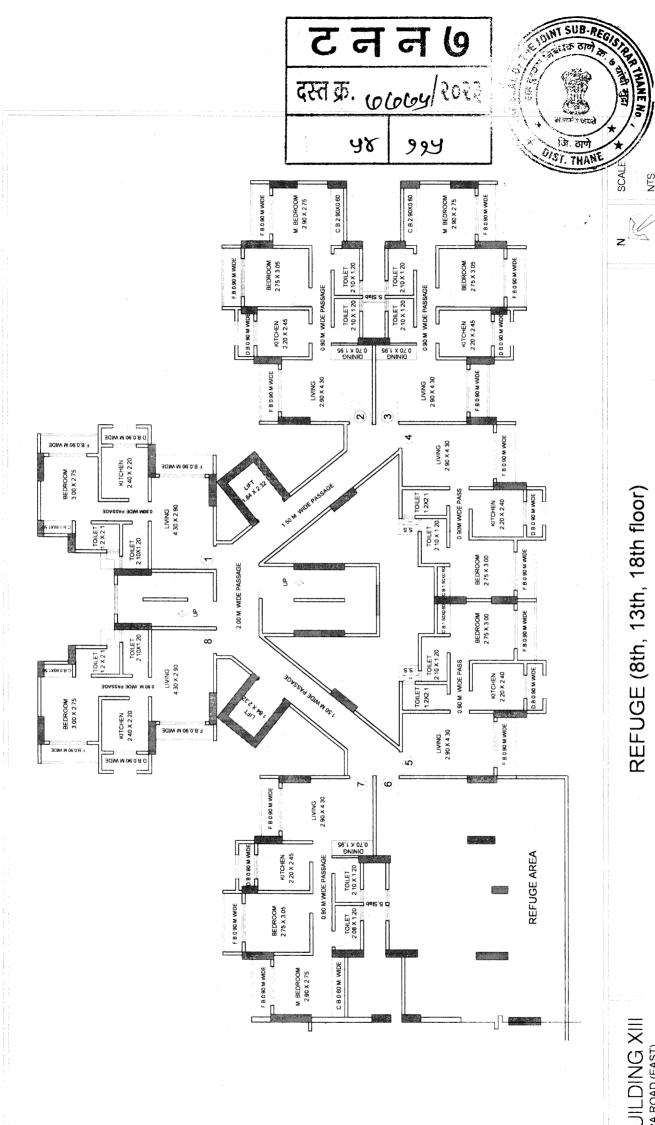
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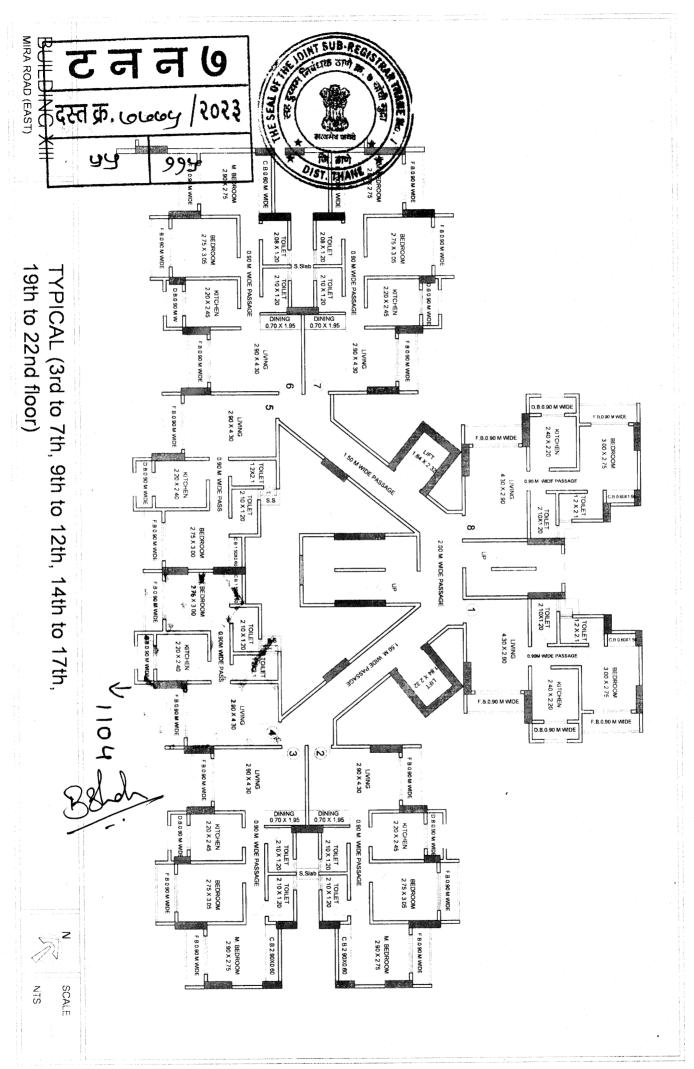


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BUILDING XIII

REFUGE (8th, 13th, 18th floor)



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## मिरा भाईदर महानगरपालिका

मुख्य कार्यालय, भाईंदर (प.), छत्रपती शिवाजी महाराज मार्ग, ता. जि. ठाणे - 401 101

जा.क. मिभा / मनपा / नर / <u>७५१४</u>/ २०१८-१९ दिनांक - ७०/३/२०१८

प्रति,

अधिकार पत्रधारक - मे. रवी डेव्हलपमेंट्स व इतर

द्वारा - सल्लागार अभियंता - मं. अनिष ॲन्ड असो.

विषय: - मिरा भाईदर महानगरपालिका क्षेत्रातील मौजे - <u>घोडबंदर + नवघर</u>

मौजे घोडबंदर, 1) स.क. 81/1,2,34.,5,6; 2) स.क. 27/8,9, 3) स.क. 27/1, 10अ, 2, व स.इन. 28/5, 29/3, 4) स.इन. 83/1,2; 85/1/1अ, 5) स.इन. 86/1,3,4,8अ,8ब,8क व स.इन. 87/ उसपे., 1ब, 1क, 1इ, 2 व स.क. 88/1/1, 1/3, स.क. 89/1, 3, स.क. 105/1, 2, स.क. 225पे. 6) स.क. 72/2, 73/1,2,3,4, 74/1,2, 75/1, 79/1,3,4, 7) स.क. 82 यासह नव्याने समाविष्ट स.ज..26/1; 27/3,5,6,7, 28/1,24,34,29/1; 30/74.84.; 41/4अ; 43/2,4,5,6; 55/2; 56/8; 63/1,2,3, 4,64,7,8,9; 64/1,2,3,4; 67/1,2; 68/1,2,3; 70/1,2; 81/44; 224/4.; 225/4.; 232/131,1ब,1क,231,2ब; 234/1 व मौजे नवघर मधील स.क्र./ हि.क्र. 1) स.क्र. 92पै.,93, 94, 95पै, (जुना स.क. 430 पै., 431, 432, 433पै,), 2)स.क्र. 128 (जुना 444/5), 3) स.क्र. 127 (जुना 443)/14., 14., 4) स.क. 106 (जुना 419), 116(420)/1,2,3; 117(जुना 421)/1,2,33,3ब,4,5,6, 103(जुना 422)/1,34.,4,5,6,7,8, 9,10,11, 423)/2,3,4,5पै., 5पै., 5पै., 5) स.क. 96(जुना 429)/2, 6) 96(जुना 429)/5, 7) 435पै., 436/2, 437/1 市 11, 北京438/1 市 3,6, 439/1 市 6,8; 440/1,3 市 8,11,12,13; 8) 127(जुना 443)/2पै., 128(जुना 444)/1,3, 126(जुना 418)/2,3,4, 124(जुना 417)/7, 9) स.ज. 447 (जुना 142)/4, तसेच नव्याने समाविष्ट स.क्र. 105 (जुना 423)/1, 98(जुना 428)/3, 96(जुना 429)/1,3; 95(जुना 430)/1, 107 (जुना 436)/3, 115(जुना 442)/1 ते 5व, 130(जुना 446)/14.,2, 142(जुना 444)/4, 447/3,5

या जागेत नियोजित बांधकामास बांधकाम प्रारंभपत्र मिळणेबाबत.

संदर्भ :-1) आपला दि.19/06/2018 चा अर्ज.

2) मे. सक्षम प्राधिकारी नागरी संकुलन ठाणे यांचेकडील 10(3) 10(5) ची व दुर्बल घटक योजनेची कार्यवाही झालेली नसल्याबाबत चे विकासकाचे दि.15/03/2018 रोजीच्या रु.300/-च्या स्टॅरूप पेपरवरित शपथपत्र व बंधपत्र, यु.एत.सी./टिए/एटीपी/इब्ल्यु.एच.एस.एच.-20/एसआर-1640. दि.31/07/2006. एसआर-1478. दि.23/09/2004. एसआर-1477. ति:23/09/2004. एसआर-744. ति:09/11/1994. एसआर-1421. ति:02/04/2004. एसआर-814. दि.07/01/1995. एसआर-1815. दि.17/07/2007. एसआर-621, दि.02/05/1994 व कोरिजेंडम दि.03/07/2004, एसआर-325, दि.17/07/1995, एसआर-811, दि.07/01/1995, एसआर-1782. दि.24/09/2007. एसआर-623. दि.02/05/1994. एसआर-575. दि.05/05/1995, एसआर-739, दि.31/10/1994, एसआर-339, दि.10/03/1993, एसआर-1698. दि.30/09/2006. एसआर-1870. दि:29/11/2007. एसआर-679. दि:29/08/1994 कोरिजेंडम दि.13/08/2003. एसआर-755. दि.14/11/1994 व कोरिजेंडम दि.03/09/2007. एसआर-761, दि.19/12/1994 व कोरिजंडम दि.03/09/2007, एसआर-789, दि.29/12/1994, एसआर-1324ओ. दि.19/05/2003. एसआर-860. दि.04/04/1990. एसआर-814. दि.07/01/1995, एसआर-1421, दि.02/04/2004, एसआर-785, दि.29/12/1994, एसआर-1420. दि.02/04/2004. एसआर-325. दि.17/07/1995. एसआर-320. दि.17/07/1995. एसआर-1830, दि.18/10/2007, एसआर-757, दि.15/11/1994 व कोरिजेंडम दि.08/11/2003, एसआर-752, दि.14/11/1994 व कोरिजेंडम दि.03/09/2007, एसआर-282. दि.03/09/1989. एसआर-812. दि.07/01/1995 व कोरिजेंडम दि.03/09/2007. एसआर-1356, दि:20/10/2003, एसआर-1845, दि:29/10/2007, एसआर-1846, दि.29/10/2007, एसआर-1663, दि.05/09/2007, एसआर-1871, दि.29/11/2007, एसआर-285. दि.15/10/2002 व दि.15/11/2002. एसआर-1867. दि.27/11/2007. एसआर-1714. दि.02/12/2006. एसआर-784. दि.12/10/1993 व कोरिजेंडम दि.13/08/2003. एसआर-1847. दि.29/10/2007 अन्वये कलम 20 खालील आदेश व यु.एल.सी./टिए/एसआर-1041+764. दि.12/03/2006. एसआर-528. दि.05/07/1985. एसआर-509.

Book

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दि,23/12/1983, एसआर-535, दि.03/10/1988, एसआर-749, दि.21/10/1992, एसआर-896. दि.30/05/1995. एसआर-281. दि.04/05/1990. एसआर-690: दि.02/09/1994. एसआर-1714, दि.20/12/2006, एसआर-1793, दि.05/06/2007, एसआर-1220, दि.06/08/2002, एसआर-1698, दि.30/09/2006, एसआर-497+1398, दि.27/01/2004, एसआर-535. दि.03/10/1988, एसआर-749. दि.21/10/1992. एसआर-1210. दि.06/08/2002, एसआर-787, दि.29/12/1994, एसआर-192/95, दि.06/12/1997, एसआर-1220. दि.06/08/2002. एसआर-787. दि.29/12/1994.

प्सआर-98+1065, दि.13/06/2003, एसआर-16, दि.26/07/1982, एसआर-1085, 

टि 28/03/1989, एसआए-385 वि. ३० 10/05/1990. एसआर-89+1040+1383. GR 31 2/2002

दस्तक, ७७७

दि.18/05/1984 एसआर 50 है। दि ∕03/1992, एसआर-22, दि.30/03/1985.

क्रमान 106, वि.05/07/2006, प्रमान 27/, दि.27/11/2007, एसआर-67, दि.27/04/2006. 59. दि.19/09/1988. एसआर-४. दि.28/07/1994 अन्वये कलम 8(4) चे आदेश. 3) मा. जिल्हाधिकारी ठाणे यांचेकडील अकृषिक परवानगी आदेश क्र. महसूल/एनएपी/एसआर-231/97, दि.13/05/2002, एसआर-94, दि.03/07/2010,

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- 4) अग्निशमन विभागाकडील पत्र क्र. मनपा/अग्नि/1458/2016-17, दि.27/03/2017 अन्वये तात्पुरता नाहरकत दाखला.
- 5) पर्यावरण विभागाकडील पत्र क्र. SCAC-2011/CR-24/TC-2, दि.18/07/2016, SCAC-2010/CR-838,TC-2, दि.03/04/2012, SCAC-2010/CR-616,TC-2, दि.26/09/2011. FN21-181/2008-IAIII, दि.27/11/2009 अन्वयेचे आदेश.
- मिभा/मनपा/नर/1172/2011-12, पत्र क्र. कार्यालयाचे दि.07/07/2011 मनपा/नर/2759/2010-11, दि.22/10/2010, मनपा/नर/1376/2004-05, दि.06/04/2004. मनपा/नर/2853/2013-14, दि.06/11/2013, मनपा/नर/681/2011-12, दि.27/05/2011. मनपा/नर/145/2011-12, दि.18/04/2011, मनपा/नर/3778/2009-10, दि.25/01/2010. मनपा/नर/1957/2010-11, दि.16/08/2010, मनपा/नर/4528/2008-09, दि.26/03/2009. मनपा/नर/4368/2010-11, दि.11/03/2010, मनपा/नर/2855/2013-14, दि.06/11/2013 अन्वये सुधारीत बांधकाम परवानगी, मनपा/नर/216/4030/2002-03, दि.23/07/2002. मनपा/नर/2585/2015-16, दि.29/09/2015, मनपा/नर/1257/2004-05, दि.23/09/2004. मनपा/नर/2563/2008-09, दि.19/09/2008, मनपा/नर/13/76/2004-05, दि.06/04/2004, मनपा/नर/2635/2010-11, दि.08/10/2010, मनपा/नर/2372/2015-16, दि.07/09/2015 नपा/नर/6972/97-98, दि.07/11/1997, मनपा/नर/1982/2013-14, दि.02/09/2013.
- 7) दि.24/06/2016, दि.07/07/2016 व दि.25/06/2018 रोजीचे हमीपत्र.





46

सनपा नित् ७५% । २०९०५/२०२३ भनपा नित् ७५% । २०९०५/२०२३



.C. (Legal) 180

-: <u>बांध/का/म प्रारंभपत्र</u>:- (सुधारीत रेखांकन नकाशे मंजूरीसह) (इमारत प्रकार XXVIII, XXIX, XXX, XXXI, XXXII, XXXV, XXXVII, XXXVIII, XXXVIII, O-1, M-1, III, IV व HALL-1, HALL-11, XIII, XIII, XIV, XV, XVI, XVIII, XIX, शॉप, रो-हाऊस, टाईप बी-1, XXXIII,

XXXIV साठी फक्त जोत्यापर्यंत)

महाराष्ट्र प्रादेशिक व नगररचना अधिनियम 1966 च्या कलम 44, 45 अन्वये व मुंबई प्रांतिक महानगरपालिका अधिनियम 1949 चे कलम 253 ते 269 विकास कार्य करण्यासाठी / बांधकाम प्रारंभपत्र मिळण्यासाठी आपण विनंती केले नुसार मिरा भाईदर महानगरपालिका क्षेत्रातील मौजे - <u>घोडबंदर + नवघर सि.स.नं./सर्वे क्र./हिस्सा क्र. वरीलप्रमाणे</u> या जमिनीतील रेखांकन, इमारतीचे बांधकाम नकाशांस खालील अटी व शर्तीचे अनुपालन आपणाकडून होण्याच्या अधीन राहून ही मंजूरी देण्यात येत आहे.

1) सदर भुखंडाचा वापर फक्त बांधकाम नकाशात दर्शविल्यानुसार <u>रहिवास + वाणिज्य</u> वापरासाठीच करावयाचा आहे.

2) सदरच्या बांधकाम परवानगीने आपणास आपल्या हक्कात नसलेल्या जागेवर कोणतेही बांधकाम करता येणार नाही.

3) मंजूर नकाशाप्रमाणे जागेवर प्रत्यक्ष मोजणी करुन घेणेची आहे व त्यांची उप अधिक्षक भूमि अभिलेख, ठाणे यांनी प्रमाणीत केलेली मोजणी नकाशाची प्रत या कार्यालयाच्या अभिलेखार्थ दोन प्रतीमध्ये पाठविणेची आहे व त्यास मंजूरी घेणे आवश्यक आहे.

4) सदर भूखंडाची उपविभागणी महानगरपालिकेच्या पूर्वपरवानगी शिवाय करता येणार नाही. तसेच मंजूर रेखांकनातील इमारती विकसीत करण्यासाठी इतर / दुस-या विकासकास अधिकार दिल्यास / विकासासाठी प्राधिकृत केल्यास दुय्यम / दुस-या विकासकाने मंजूर बांधकाम नकाशे व चटईक्षेत्राचे व परवानगीत नमुद अटी व शर्तींचे क्रियास केल्यास / पालन न केल्यास या सर्व कृतीस मुळ विकासक व वास्तुविशास्ट

जबाँबतार राहील.

5) जबाँबतार राहील.

5) जबाँबतार राहील.

नकुशालील रस्त्याशी प्रत्यक्ष मोजणीचे व सिमांकनाचे वेळी सुसंगत जुळणे आवश्यक आहे.

तक्षेच्या जागेवरील प्रस्तावीत होणा-या बांधकामास रस्ते संलग्नित ठेवणे व सार्वजनिक वापरासाठी खुले ठेवणेची जबाबदारी विकासक / वास्तुविशारद / धारक यांची राहील.

रस्त्याबाबत व वापराबाबत आपली / धारकांची कोणताही हरकत असणार नाही.

6) नागरी जमीन धारणा कायदा 1976 चे तरतुर्दीना व महाराष्ट्र जमीन महसूल अधिनियमाच्या तरतुर्दीस कोणत्याही प्रकारची बाधा येता कामा नये व या दोन्ही कायद्यान्वये पारित झालेल्या व यापुढे वेळोवेळी होणा-या सर्व आदेशाची अंमलबजावणी करण्याची जबाबदारी विकासक व वास्तुविशारद इतर धारक यांची राहील.

7) रेखांकनात / बांधकाम नकाशात इमारतीचे समोर दर्शविण्यात / प्रस्तावित करण्यात आलेली सामासिक अंतराची जागा ही सार्वजनिक असून महानगरपालिकेच्या मालकीची राहील व या जागेचा वापर सार्वजनिक रस्त्यासाठी / रस्ता रुंदीकरणासाठी करण्यात येईल. याबाबत अर्जदार व विकासक व इतर धारकांचा कोणताही कायदेशीर हक्क असणार नाही.

8) मालकीहक्काबाबतचा वाद उत्पन्न झाल्यास त्यास अर्जदार, विकासक, वास्तुविशारद, धारक व संबंधीत व्यक्ती जबाबदार राहतील. तसेच वरील जागेस पाँच मार्ग उपलब्ध असल्याची व जागेच्या हदी जागेवर प्रत्यक्षपणे जुळविण्याची जबाबदारी अर्जदार, विकासक, वास्तुविशारद यांची राहील. यामध्ये तफावत निर्माण झाल्यास सुधारीत मंजूरी घेणे क्रमप्राप्त आहे.

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- 9) मंजूर रेखांकनातील रस्ते, ड्रेनेज, गटारे व खुली जागा (आर.जी.) अर्जदाराने । विकासकाने महानगरपालिकेच्या नियमाप्रमाणे पूर्ण करन सुविधा सार्वजिनक वापरासाठी कायम स्वरुपी खुली ठेवणे बंधनकारक राहील.
- 10) मंजूर रेखांकनातील इमारतीचे नियमावलीनुसार जोत्याचे प्रमाणपत्र प्राप्त केल्याशिवाय उर्वरीत बांधकाम करण्यात येऊ नये.
- 11) इमारतीचे उद्वाहन, अग्निशमन तरतुद, पाण्याची जमिनीवरीसल व इमारतीवरील अशा दोन टाक्या, <u>दोन इलेक्ट्रीक पंपसे</u>दसह तरत<u>ट केलेक्ट्र</u>ी असली पाहिजे.
- दोन टाक्या, दोन इलेक्ट्रीक पंपसेदसह तरतद केलेली असली पाहिजे.

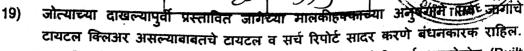
  प्राचनारकात्मा अमिणका बांधकामासार्थ व अविवास व इतर कारणासाठी पर्यामुरविक करण्यांचा हमा घेत नाही, याबावतची सर्व अविवास विकासक / धारक यांची राहाल. तसेच सांवपाण्याची साय व कलिक जांची। देखाया करण्याची जबाबदारी दिशा करण्यांची राहाल. तसेच सांवपाण्याची साय व कलिक जांची। देखाया करण्याची जबाबदारी तसेक बांधकाम संपेपर्यंत तसेक बांधकाम कामगारांसाठी आवश्यकत्प्रमाण प्रराण शांचलयांची व पाळणाधराची व्यवस्था करणे अपिणविर बंधनकारक रोहिल गांचली
- 13) अर्जदासने स.ज. / हि.क. मौजे, महानगरपालिका मंजूरी, बिल्डरचे नाव, आर्किटेक्टचे नाव, अकृषिक मंजूरी व इतर मंजूरीचा तपशील दर्शविणारा फलक प्रत्यक्ष जागेवर लावण्यात आल्यानंतरच इतर विकास कामास सुरुवात करणे बंधनकारक राहील. तसेच सर्व मंजूरीचे मुळ कागदपत्र तपासणीसाठी / निरीक्षणासाठी जागेवर सर्व कालावधीसाठी उपलब्ध करुन ठेवणे ही वास्तुविशारद व विकासक यांची संयुक्त जबाबदारी आहे. अशी कागदपत्रे जागेवर प्राप्त न झाल्यास तातडीने काम बंद करण्यात येईल.
  - मंजूर रेखांकनातील इमारतीचे बांधकाम करण्यापुर्वी मातीची चाचणी (Soil Test) घेऊन व बांधकामांची जागा भूकंप प्रवण क्षेत्राचे अनुषंगाने सर्व तांत्रिक बाबी विचारात घेऊन (Specifically earthquake of highest intensity in seismic zone should be भाई considered) आर.सी.सी. डिझाईन तयार करून संबंधीत सक्षम अधिका-यांची मंजूरी घेणे. तसेच इमारतीचे आयुष्यमान, वापर, बांधकाम चालू साहित्याचा दर्जा व गुणवत्सा व अग्नि क्षमण व्यवस्था याबाबत नॅशनल बिल्डींग कोड प्रमाणे तरतुदी करून कार्यान्वीत करणे तसेच बांधकाम चालू असतांना तांत्रिक व अतांत्रिक कार्यवाही पूर्ण करून त्याची पालन करण्याची जबाबदारी अर्जदार, विकासक, स्ट्रक्चरल अभियंता, वास्तुविशारद, बांधकाम पर्यवेक्षक, धारक संयुक्तपणे राहील.
- 15) आपण सादर केलेल्या हमीपत्राप्रमाणे जोत्याच्या दाखल्यापुर्वी नव्याने सामाविष्ट केलेल्या जिमनीबाबतची विनिश्चिती / रुपांतरीत कर भरणा दाखला व पावती, नोंदणीकृत करारनामे, विकास योजना रस्त्याने / आरक्षणाने बाधीत क्षेत्र महानगरपालिकेच्या नावे महसूली अभिलेखी नोंद झालेबाबतचे 7/12 उतारे, पर्यावरण विभागाकडील सुधारीत नाहरकत दाखला, उप-अधिक्षक भूमि अभिलेख, ठाणे यांचेकडील प्रस्तावित मोजणी नकाशा सादर करणे आपणावर बंधनकारक राहिल. तसेच मोजणी नकाशाप्रमाणे भूखंडाच्या हदीमध्ये कोणताही बदल झाल्यास त्याप्रमाणे भविष्यात सुधारीत मंजूरी घेणे बंधनकारक राहिल.
- 16) नागरी जमीन कमाल धारणा कायद्याबाबत मा. सर्वोच्च न्यायालयाचा निकाल तसेच यु.एल.सी. विभागाकडील आदेशातील अटीशर्ती आपणावर बंधनकारक राहतील.
- 17) जोत्याच्या दाखल्यापुर्वी सी.आर.झेड. ने बाधीत नसलेल्या आरक्षणाखालील जागांसाठी कुंपणभिंतीचे बांधकाम व माती भराव तसेच विकास योजना रस्त्यासाठी माती भराव करणे आपणावर बंधनकारक राहिल.
- 18) रेखांकनामध्ये सामाविष्ट असलेल्या जिमनींपैकी बांधकाम प्रारंभपत्रामध्ये नमुद नसलेल्या जिमनींसाठी मालकीहक्काच्या परिपुर्ण कागदपत्रांसह फेरप्रस्ताव मंजूरीसाठी सादर करणे बंधनकारक असून सदर जागेसाठी सोबतच्या रेखांकन नकाशा पुर्वबांधीलकी म्हणून गृहित धरता येणार नाही.

Born

दस्तक. , ५७७ भरवर३

मनपानरा ७५० है। २०३१- ३९

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- 20) प्रस्तावित रेखांकनासह इमारतीच्या रेखांकनामध्ये सादर केलेली सर्व आकडेमोड (Built up Area, Plot Area, Reservation Area, Road Area, etc. calculations) याबाबत सल्लागार अभियंता व विकासक यांची सर्वस्वी संयुक्त जबाबदारी असून याबाबत महानगरपालिका कोणत्याही बाबतीत जबाबदार राहणार नाही. याबाबत काही विसंगती / तफावत आढळून आल्यास सदर परवानगी आपोआप रद्द समजणेत येईल.
- 21) प्रस्तावामधील जागेची मालकी, मा. न्यायालयीन दावे, हरकती / सूचनाबाबत पूर्तता करणेची सर्वस्वी जबाबदारी विकासकाची राहणार असून याबाबत महानगरपालिका कोणत्याही बाबतीत जबाबदार राहणार नाही.
- 22) जोत्याच्या दाखल्यापुर्वी प्रस्तावित इमारतींना महानगरपालिकेच्या अग्निशमन विभागाकडील मुदतवाढीसह प्रस्तावित इमारत प्रकार ई-1, एफ-1 (संख्या 2), इमारत प्रकार बी व शॉप या इमारतीचे प्रत्यक्ष जागेवर बांधकाम सुरु करणेपुर्वी महानगरपालिकेच्या अग्निशमन विभागाकडील नाहरकत दाखला सादर करणे विकासक / सल्लागार अभियंता यांचेवर बंधनकारक राहिल.
- 23) दि.24/06/2016, दि.07/07/2016 व दि.25/06/2018 रोजी सादर केलेल्या हमीपत्राचे पालन करणे आपणावर बंधनकारक राहिल.

24) जागेच्या मालकीहक्काबाबत कोणत्याही स्वरुपाचा वाद निर्माण झाल्यास त्याबाबतची जबाबदारी सर्वस्वी विकासकाची राहणार असून त्यासाठी महानगरपालिका जबाबदार

सद्ध्य परवानगी अन्वये विद्यमान इमारतीवरिल वाढीव मजले प्रस्तावित असल्यामुळे अकारच्या इमारतीसह इतर इमारतीचे प्रत्यक्ष बांधकाम सुरु करणेपुर्वी मिल्मेनाप्राप्त Structural Engineer कडून प्रमाणित करुन घेणेसह त्या अनुषंगीक सम्बच्या दृष्टीकोनातून आवश्यक उपाययोजना करणे तसेच याबाबत कोणत्याही प्रकारची जिवीत किंवा वित्त हानी झाल्यास त्यासाठी विकासक, वास्तुविशास्त । सल्लागार अभियंता व स्ट्रक्चरल इंजिनिअर यांची संयुक्त जबाबदारी राहणार अस्न याबाबत कोणत्याही प्रकारे महानगरपालिका जबाबदार राहणार नाही.

- 26) जोत्याच्या दाखल्यापुर्वी दी इस्टेट इन्व्हेस्टमेंट कंपनी प्रा.िल. यांचेकडील नाहरकत दाखला व अधिकारपत्र सादर करणे बंधनकारक राहिल.
- 27) रेखांकनातील जागेत विद्यमान झाडे असल्यास तोडण्यासाठी महानगरपालिकेची व इतर विभागांची पूर्व मंजूरी प्राप्त करणे बंधनकारक आहे. तसेच खुल्या जागेत वृक्षारोपण करण्यात यावे.
- 28) मंजूर बांधकाम नकाशे व जागेवरील बांधकाम यामध्ये तफावत असल्यास नियमावलीनुसार त्वरीत सुधारीत बांधकाम नकाशांना मंजूरी घेणे बंधनकारक आहे अन्यथा हे बांधकाम मंजूर विकास नियंत्रण नियमावलीनुसार अनाधिकृत ठरते त्यानुसार उक्त अनाधिकृत बांधकाम तोडण्याची कार्यवाही करण्यात येईल.
- 29) बांधकाम साहित्य रस्त्यावर व सार्वजनिक ठिकाणी ठेवता येणार नाही. याबाबतचे उल्लंघन झाल्यास महानगरपालिकेकडून आपणाविरुध्द दंडात्मक कार्यवाही करण्यात येडल.
- 30) इमारतीचे बांधकामाबाबत व पुर्णत्वाबाबत नियमावलीतील बाब क्र. 43 ते 46 ची काटेकोरपणे अंमलबजावणी करण्याची संपुर्ण जबाबदारी विकासक, वास्तुविशारद, स्ट्रक्चरल अभियंता, बांधकाम पर्यवेक्षक व धारक यांची राहिल.



- 31) महानगरपालिकेने मंजूर केलेले बांधकाम नकाशे व बांधकाम प्रारंभपत्र रद करण्याची कार्यवाही खालील बाबतीत करण्यात येईल व मुंबई प्रांतिक महानगरपालिका अधिनियम 1949 व महाराष्ट्र प्रादेशिक व नगररचना अधिनियम 1966 च्या तरतूदीनुसार संबंधिताविरुध्द विहीत कार्यवाही करण्यात येईल.
  - मंजूर बांधकाम नकाशाप्रमाणे बांधकाम न केल्यास.
    - 2) मंजूर बांधकाम नकाशे व प्रारंभपत्रातील नमुद सर्व अटी व शर्तीचे पालन होत नसल्याचे निदर्शनास आल्यास.
    - 3) प्रस्तावित जागेचे वापरात महाराष्ट्र प्रादेशिक व नगररचना अधिनियम 1966 व इतर अधिनियमान्वये प्रस्तावाखालील जागेच्या वापरात बदल होत असल्यास अथवा वापरात

बदल करण्याचे नियोजित केल्यास 4) हानग कोकेवड बादर केल्यास व प्रस्तावाच्या अस्पूर्णाने महाने कार्यका विधा ग्राह्यता नसलेली कागदपत्रे सादर केल्यास व प्रस्तावाच्या अस्पूर्णाने महाने कार्यका करण्यात येईल. विदर्भनास आल्यास या अधिनियमाचे जन्म २५८ अन्वयं कार्यका करण्यात येईल. प्रस्तावित केले असल्यास स्टिल्टची उंची मंजर बांधकाम ककार्याप्रमाण केन्द्रपर्यात यांचा व या जागेचा वापर वाहनतेळासाठीच करण्याम यावा.

33) मंजूर विकास योजनेत विकास योजना रस्त्याने / रस्ता रुंदीकरणाने बाधीत होणारे क्षेत्र 84164.70 चौ.मी. महानगरपालिकेकडे हस्तांतर केले असल्याने व ह्या हस्तांतर केलेल्या जागेच्या मोबदल्यात आपणास अतिरिक्त चटईक्षेत्रांचा लाम / मंजूरी देण्यात आली असल्याने सदरचे क्षेत्र कायमस्वरुपाची खुले, मोकळे, अतिक्रमणविरहीत ठेवण्याची जबाबदारी विकासकाची राहील. तसेच या जागेचा मालकीहक्क इतरांकडे क्षेत्र कायमस्वरुपास परिस्थितीत व केव्हाही वर्ग करता येणार नाही. तसेच या क्षेत्राचा इरतांकडून मोबदल्या आपणास इतर संबंधितास व धारकास स्विकारता येणार नाही.

मंजूरायां ध्रेकाम नकाशातील 15.00 मी. पेक्षा जास्त उंचीचे इमारतीचे अग्निशमन व्यवस्थेबाबम सक्षम अधिका-याचे ' नाहरकत प्रमाणपत्र ' सादर करणे बंधनकारक आहे.

5) नंजूर रेखांकनाच्या जागेत विद्यमान इमारत तोडण्याचे प्रस्तावित केले असल्यास विद्यमान बांधकाम क्षेत्र महानगरपालिकेकडून प्रमाणीत करुन घेतल्यानंतर विद्यमान इमारत तोडून नविन बांधकामास प्रारंभ करणे बंधनकारक आहे.

- 36) प्रस्तावातील इमारतीचे बांधकाम पूर्ण झाल्यानंतर नियमाप्रमाणे पूर्ण झालेल्या इमारतीस प्रथम वापर परवाना प्राप्त करून घेणे व तद्नंतरच इमारतीचा वापरासाठी वापर करणे अनिवार्य आहे. महानगरपालिकेकडून वापर परवाना न घेता इमारतीचा वापर करणे अनिवार्य आहे. महानगरपालिकेकडून वापर परवाना न घेता इमारतीचा वापर चालू असल्याचे निदर्शनास आल्यास वास्तुविशारद, विकासक व धारक यांच्यावर व्यक्तिशः कायदेशीर कार्यवाही करण्यात येईल.
- 37) या मंजूरीची मुदत एक वर्षापर्यंत राहील. तद्नंतर महाराष्ट्र प्रादेशिक व नगररचना अधिनियम 1966 चे तरत्दीनुसार विहीत कालावाधीसाठी नुतनीकरण करण्यात येईल अन्यथा सदरची मंजूरी कायदेशीरित्या आपोआप रद्द होईल.
- 38) सदरच्या आदेशातील अटी व शर्तीचे पालन करणेची जनाबदारी अधिकारपत्रधारक, बांधकाम पर्यवेक्षक, वास्तुविशारद, स्ट्रक्चरल अभियंता व धारक यांची राहील.
- 39) सदर जागेच्या मालकीबाबत व न्यायालयात दावा प्रलंबित नसल्याबाबत आपण प्रतिज्ञापत्र दि.25/06/2018 रोजी दिलेले आहे. याबाबत काहीही विसंगती आढळून आल्यास दिलेली परवानगी रद्द करण्यात येईल.



दस्त क्र. ७७७५/२०२३

सनपा । नर ७५७ १। २८३६ - १

40) सदर जागेच्या मालकीहक्काबाबत जागेच्या हद्दीबाबत मा. न्यायालयीन सिव्यक्किल व पोहोंच रस्त्याबाबत सर्वस्वी जबाबदारी विकासकांची राहणार असून त्याबाबत महानगपालिका जबाबदार राहणार नाही. तसेच याबाबत कोणत्याही प्रकारची विसंगती आढळल्यास सदर परवानगी रद्द समजणेत येईल.

यापूर्वी पत्र क्र. \_\_\_\_\_\_ अन्ध्य यासोबतच्या मंजूर रेखांकनात प्रस्तावित केलेल्या इमारतीचे बांधकाम खालीलप्रमाणे

अ.क्र.	इमारतीचे नांव /		ानुसार कार्यान्वीत करणे बंधनकारक रा तळ + मजले	यापुर्वीच्या	नद्याने प्रस्तावित	
	प्रकार		GD T PION	मंजूरीप्रमाणेचे मंजूर	बांधकाम क्षेत्र (चौ.मी.)	
		r. A		क्षेत्र (चौ.मी.)		
1	5, 6	2	स्टिल्ट + पोडियमा + पोडियम2 + 21	6120.76	3645.98	
2	7	1	स्टिल्ट + पोडियमा + पोडियम2 + 21	2478.87	2191.02	
3	8, 9	2	स्टिल्ट + पोडियमा + पोडियम2 + 21	2083.68	8522.58	
4	10	1	पार्ट तळ + 21	961.44	6002.04	
5	17	1	<b>ਜ</b> ∞ + 4	574.72	223.32	
6	Туре В	1	पार्ट स्टिल्ट + 7	1005.62	109.47	
<del></del>	Туре Н	1	पार्ट स्टिल्ट + 16	1761.37	918.16	
8	Type G	1	(विंग बी) पार्ट तळ + 17	3495.08	2018.58	
	1,700	-	(विंग सी) पार्ट तळ + 16			
9	17 (E-2)	1	स्टिल्ट + 12	1764.10	2365.40	
10	18 (H-2)	1	स्टिल्ट + 12	769.65	982.89	
11	7-A, 7B	1	स्टिल्ट + 14	2742.20	11529.93	
12	8-A, 8-B	1	पार्ट स्टिल्ट + 14	2/42.20	11023.33	
13	Type D	1	स्टिल्ट + 16	1715.13	6458.83	
13	(Wing A-B)	•				
14	C-2	1	पार्ट स्टिल्ट + पोड़ियमा + पोड़ियम2 + 20	2540.13	2101.16	
15	C-3	1	पार्ट स्टिल्ट + पोडियम1 + पोडियम2 + 20	3349.81	2650.77	
16	C-4	1	स्टिल्ट + पोडियमा + पोडियम2 + 20	3407.64	2747.98	
17	C-6	1	स्टिल्ट + पोडियमा + पोडियम2 + 20	2456.46	2057.45	
18	B-1	1	पार्ट स्टिल्ट + पोडियम1 + पोडियम2 + 21	382.85	5420.60	
	B-2	1	पार्ट स्टिल्ट + पोडियमा + पोडियम2 + 21	712.98	7516.92	
19	E-1A	1	स्टिल्ट + पोडियम1 + पोडियम2 + 21	4061.47	1451.06	
20	E-1D	1	स्टिल्ट + पोडियमा + पोडियस2 + 21	4061.47	1451.06	
21	F-1C	1	स्टिल्ट + पोडियम1 + पोडियम2 + 21	3560.59	1031.72	
22	1	1	स्टिल्ट + पोडियम1 + पोडियम2 + 21	3560.59	1031.72	
23	F-1B G-1, G-2,	1	पार्ट स्टिल्ट + पोडियम1 + पोडियम2 +	10014.47	12765.08	
24	G-1, G-2, G-3	•	21 पार्ट			
25	K	1	स्टिल्ट + 20	1894.07	1948.85	
26	Type A	1	पार्ट स्टिल्ट + 7	3003.91	89.37	
	Wing A & B	'				
27	Type B	1	पार्ट स्टिल्ट + 9	1735.35	1336.18	
	Wing C & D				The state of the s	
28	XXXX	1	पार्ट स्टिल्ट + 6	1979.54	427.72	
29		1	पार्ट स्टिल्ट + 12	1345.87	2626,66	
30		+	पार्ट स्टिल्ट	0.00	92.84	
31		1	स्टिल्ट + 5 पार्ट	0.00	108.96	
32		1	पार्ट स्टिल्द	0.00	120.80	

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				यापुर्वीच्या 📗	्रीट्याने प्रस्तावित्	
अ.क्र.	इमारतीचे नांव /	संख्या	तळ + मजले	मंजूरीप्रमाणेचे मंजू	बांधकाम क्षेत्र (चौ.मा)	
1	प्रकार			क्षेत्र (चौ.मी.)	(E. Co. 12)	
1				133.78	67.89	
33	RH-2	1	तळ <b>+</b> 2		7467.02	
34	X	1	पार्ट तळ + 22	0.00	11146.35	
35	XXXIII (विंग	1	पार्ट स्टिल्ट + पोडियम + 21 पार्ट	0.00	11140.55	
	ए,बी)			0.00	6817,88	
36	XXXV	1	पार्ट स्टिल्ट + 22 पार्ट	0.00	6564.21	
37	XXVIII .	1	स्टिल्ट + पोडियमा + पोडियम2 + 21	0.00	6564.21	
38	XXIX	1	स्टिल्ट + पोडियमा + पोडियम2 + 21		<del></del>	
39	XXX, XXXI	2	स्टिल्ट + पोडियम1 + पोडियम2	0.00	0.00	
40	XXXII	1	स्टिल्ट	0.00	0.00	
41	HALL	1	तळ + 4	0.00	835.08	
	XXXIV			2.00	405.06	
42	RH-1	1 1	स्टिल्ट + 3	0.00	165.95	
43	XXXVI	1	स्टिल्ट + पोडियम + 21	0.00	5069.04	
44	XXXVII,	2	स्टिल्ट + पोडियम	0.00	0.00	
	IIIVXXX					
45	<u> </u>	1	<del>133 1</del> 1	0.00	105.36	
46	RH-3		C = +2 (10)	EC.2 600	103.64	
47	0-1	Y	(100 + 1 / L) A	6 60	268.18	
48	M-1	1	न्य विक निर्देश की	999	40.64	
49	(दस्त	\$0.14	200g 202	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	180.00	
50	Ш_1У	2	Remy (2) )	9,00/	0.00	
51	HALL 1	931	лळ + 4 <b>ж</b>	8 V) 0.00	811.35	
52	HALL XI	1	तळ + 4 <i>nisī</i> .	THANE 0.00	1226.72	
53	XII, XIII	2	स्टिल्ट	0.00	0.00	
54	1 ' '	6	बेसमेंट + स्टिल्ट + पोडियम1 + पोडियम2	0.00	0.00	
	XVI, XVII,					
	XVIII, XIX					
55		1	बेसमेंट + स्टिल्ट 0.00		0.00	
56	FITNESS CENTER - I	1	जास्तीचे क्षेत्र	0.00	74.90	
57	FITNESS CENTER - III	1	जास्तीचे क्षेत्र	0.00	253.77	
58				0.00	1616.20	
59	Type B	1	स्टिल्ट + 7	0.00	1316.63	

42) यापूर्वी पत्र क्र. [मेका/मनपा/नर/2853/2013-14. दि.06/11/2013 (इमारत क्र. 5 ते 9. 16. 17. 19. 20 व 21 ते 28 च्या मर्यादित). मनपा/नर/145/2011-12. दि.18/04/2011 (इमारत प्रकार एच.जी.). मनपा/नर/3778/2009-10. दि.25/01/2010 (इमारत प्रकार डी विंग ओ.बी). मनपा/नर/4368/2010-11. दि.11/03/2010 (इमारत प्रकार ओ). मनपा/नर/2635/2010-11. दि.08/10/2010 (इमारत टाईप बी). मनपा/नर/1957/2010-11. दि.16/08/2010 (इमारत टाईप ओ). मनपा/नर/1172/2011-12. दि.07/07/2011 (इमारत प्रकार E-1. F-1. G-1.G-2.G-3. K च्या मर्यादेत). मनपा/नर/2759/2010-11. दि.22/10/2010 अन्वये रो-हाङ्मसाठी. मनपा/नर/13/76/2004-15. दि.06/04/2004 अन्वये इमारत प्रकार ओ. मनपा/नर/2855/2013-14. दि.06/11/2013 (इमारत टाईप सी-5. ई-1. टाईप बी). मनपा/नर/661/2011-12. दि.27/05/2011 अन्वये ई-2. एच-2). मनपा/नर/2855/2013-14. दि.06/11/2013 व मनपा/नर/3820/2006-07. दि.15/02/2005 अन्वये सी-5 व बी च्या मर्यादित तसेच नपा/नर/2410/1728/9798. दि.24/03/1998 अन्वये इमारत प्रकार ई-1. मनपा/नर/2372/20158-16. दि.07/09/2015 अन्वये इमारत प्रकार ७३. ७वे। साठी व मनपा/नर/4528/2008-09 दि.26/03/2009 अन्वये इमारत क्र. 12 साठी अन्वये देण्यात आलेली मंजूरी रद्द करण्यात येत आहे.

... 8 ...

Bost of

दस्त क्र. ७७७ ५/२०२३

भनपा निर्दिति १ विकेश-





43) जागेवर रेन वॉटर हार्वेस्टींगची व्यवस्था करणे तसेच त्याबाबतची यंत्रणा स्वतंत्र ओव्हरटॅंक व प्लंबींग लाईनसह कार्यान्वीत ठेवणे व त्याबाबत पाणीपुरवठा विभागाकडील प्रमाणपत्र सादर करणे बंधनकारक राहिल.

- 44) प्रस्तावित इमारतीसाठी भोगवटा दाखल्यापूर्वी प्रती सदिनका 100 लिटर या क्षमतेची सौर उर्जा वरिल पाणी गरम करण्याची व्यवस्था (सोलार वॉटर हिटींग सिस्टीम) बसवून कार्यान्वीत करणे व त्याबाबत सार्वजनिक बांधकाम विभागाकडील नाहरकत दाखला सादर करणे आपणावर बंधनकारक राहिल.
- 45) भोगवटा दाखल्यापुर्वी वृक्ष प्राधिकरणाकडील नाहरकत दाखला सादर करणे बंधनकारक राहिल.
- 46) भोगवटा दाखल्यापूर्वी अग्निशमन विभागाकडील तात्पूरता नाहरकत दाखल्यामधील अटीशर्तीची पूर्तता करून अंतिम नाहरकत दाखला सादर करणे बंधनकारक राहिल.
- 47) मा. जिल्हाधिकारी, ठाणे यांचेकडील अकृषिक परवानगीच्या आदेशामधील अटीशर्तींची पूर्तता करणे आपणावर बंधनकारक राहिल.
- 48) भोगवटा दाखल्यापूर्वी विकास योजना रस्त्याने बाधीत क्षेत्राचा नोंदणीकृत करारनाम्यासह मिरा भाईदर महानगरपातिकेच्या नावेचा निर्विवाद 7/12 उतारा सादर करणे बंधनकारक राहिल.
- 49) शासन निर्देश क्र. TPS-1816/CR-443/16/RP Directives/UD-13, dt.13/04/2017 मधील अटीशर्तीचे पालन करणे बंधनकारक राहिल.

50) भेरेक्ट्रोफ्ट प्रांतिक महानगरपालिका अधिनियम 1949 चे कलम 263 अन्वये भोगवटा दार्खेक्ट्रोक्ट्रिक्ट्रोक्ट्राचिट्राक्ट्रोक्ट्रोक्ट्राच्या

सहरच्या ज्ञागेवर बांधकामासाठी 200 पेक्षा जास्त बांधकाम कामगार असल्यास काम करणा बांधकाम कामगारांसाठी महाराष्ट्र इमारत व इतर बांधकाम कामगार क्रिक्य क्षिकाम कामगार असल्यास कामगार क्षिक्य क्षिकाम कामगार विविध्यात येणा-या योजना, त्यासाठीचे अर्ज, त्यासंबंधी इतर आवश्यक माहिती तसेच पात्र बांधकाम कामगारांची नोंदणी करिता आवश्यक प्रक्रिया नोंदणी, नुतनीकरण, बांधकाम कामगारांचे बँक खाते उघडणे इत्यादी सर्व प्रकारची संबंधित कामे करणेसाठी Facilitation Centre उभारणे बंधनकारक राहिल.

- 52) इमारत पूर्ण झाल्यानंतर बांधकाम परवानगी मधील नमुद अटी व शर्तीचे पालन केल्याशिवाय बांधकाम पूर्णत्वाचे प्रमाणपत्र व भोगवटा दाखला देण्यात येणार नाही. अटींची पूर्तता न केल्यास महाराष्ट्र प्रादेशिक व नगररचना अधिनियम 1966 व मुंबई प्रांतिक महानगरपालिका अधिनियम 1949 अन्वये विकासकावर गुन्हा नींद करुन पुढील कार्यवाही करण्यात येईल.
- 53) शासनास हस्तांतरीत करावयाच्या सदिनका शासनास हस्तांतरीत करून त्याबाबतच्या नाहरकत दाखल्यासह शासनाच्या इतर विभागाकडील आवश्यक नाहरकत दाखले / परवानग्या प्राप्त करून घेणेची सर्वस्वी जबाबदारी विकासक व वास्तुविशारद यांची राहिल.
- 54) सदर जागेमध्ये माती भरणी किंवा खोदकाम करणेसाठी संबंधित महसूल प्राधिकरणाकडून परवानगी घेणे व त्याअनुषंगीक आवश्यक शुल्काचा भरणा करणे वंधनकारक राहिल.
- 55) मंजूर विकास नियंत्रण नियमावलीमधील तरत्दीप्रमाणे आवश्यक वृक्ष लागवड करणे बंधनकारक राहिल.



- 56) सदर जागेमध्ये इमारतीचे बांधकाम सुरु करतांना बांधकामाच्या अनुषंगीक कामामुळे सभीवतालच्या इमारतींना / बांधकामांना / रहिवाश्यांना त्रास होणार नाही किंवा जिवीत वा वित्त हानी होणार नाही याची खबरदारी घेणेची सर्वस्वी जबाबदारी विकासक / वास्तुविशारद, स्ट्रक्चरल इंजिनिअर / साईट सुपरव्हाईजर यांची राहणार असून त्यासाठी महानगरपालिका जबाबदार राहणार नाही.
- 57) सदर गृहसंकुलातील रहिवाश्यांसाठी 20 टन क्षमतेच्या जैविक खत निर्मीती प्रकल्प उभारून कार्यान्वीत करणे आपणावर बंधनकारक राहील.
- 58) सदर जागेबाबत शासन निर्देशाप्रमाणे आवश्यक असणा-या परवानग्या / नाहरकत दाखले प्राप्त करुन घेणेची जबाबदारी विकासकाची राहिल.
- 59) मोकळ्या जागेच्या कराचा भरणा प्रत्येक वर्षाच्या आर्थिक वर्षामध्ये भोगवटा दाखला प्राप्त दिनांकापर्यंत भरणा करणे आपणावर बंधनकारक राहिल. कराचा भरणा न केल्यास आपणावर पुढील कायदेशीर कार्यवाही करण्यात येईल.

जा.क्र. मनपा / नर /७५१४ / २०९८ ~ १९

R. 30/3/209e

आयुक्त प्राप्तिका अ/9/18

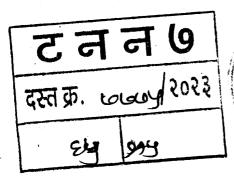
प्रत - माहितीस्तव व पुढील कार्यवाहीस्तव

विभाग प्रमुख
 अतिक्रमण तथा अनाधिकृत बांधकाम नियंत्रण विभाग

2) कर निर्धारक व संकलक अधिकारी कर विभाग

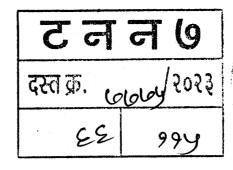
3) उद्यान अधिक्षक, उद्यान विभाग







Book





#### List Of Amenities

- a) The foundation of the building shall be of phase-I raft, phase-ii pile foundation as 1) per the recommendation of the Geotech consultants and the R.C.CConsultant.
- The structure of the building shall be of R.C.C framed structure with earthquake b) resistance designed by the R.C.C. Consultant and architect. The elevation and the color scheme of the building shall be designed by the architect.

The foundation of the building shall BE TREATED with pesticides. 2)

The flooring of the living room, bedroom, passages and kitchen shall be of vitrified tile 3) of 2 x 2 size with skirting.

the wall of the w.c, bathroom and toilet shall be fixed with glazed tile (dado) up to 4) windows top height with ceramic/designer tile flooring.

The granite kitchen platform with S.S.Sink shall be provided in kitchen with designer 5) tiles on dado above platform up to windows top height.

The Marble / Granite windows sill of double patti in the living room, bedroom and 6) kitchen shall be provided.

The marble windows sill of single patti shall be provided in w.c. bathroom and toilet. 7)

The wooden door frame/ marble frame of double patti shall be provided for w.c. 8) bathroom andtoilets

The wooden door frames for main door and bedroom doors shall be provided. 9)

The main door shutter shall be of 35 mm thickflush doorwith designerlaminateon 10) both sides as per the design of the architect.

The bedroom door shutter shall be of 32 mm thick flush door.

The w.c. bathroom & toilet door shutter shall be of flush door/sintex/acrylic. 12)

The concealed copper wring with adequate points & good quality switches with T.V. 13i cable and telephone point shall be provided in living room andbedroom.

The gevser shall be provided in bathroom and toilet. 14)

Intercom facility from watchman cabin to all flats shall be provided for security IS) purpose.

The concealed plumbing of class G.I.pipe /pvc pipe with G.I. looping on the terrace 16) withpvc/upvcdowntakeshallbeprovided

The good quality ceramic fitting in w.c. bathroom toilets shall be provided. 17)

The good quality C.P. fitting in w.c. bathroom toilets and kitchen shall be provided 18)

The scientific waterproofing with china on terrace shall be provided. 19)

20} The waterproofing in the w.c. bathroom, toilets and kitchen sunk shall be done.

Wash basin shall be provided in toilets 21)

The patra finish pop / dhada pop finish shall be provided on the walls of entire flat. 22)

The oil bound distemper paint finish shall be provided in the entire flat. 23)

The external paints of the building shall be applied with one cost of cement paint & 24) two coats of texpaint / acrylic paint.

The power coated / anodized aluminum sliding windows of good quality with clear 25) glass shall be provided The adjustable aluminum louvers windows shall be provided in w.c. bathroom &toilets

26)

M.S. railing shall be provided in. staircase as per thedesign 27)

The main door shall be provided with good quality hardware fitting with nightlatch, 28)

The lift / elevator of reputed company shall be provided 29)

- Thelandscapegardenwithchildrenplaypark&equipmentsshallbeprovided 30) Thepavedareallaroundthebuildingwithchequred/paversblockshallbeprovided 3t)
- The fire fighting system shall be provided as per the approval of theconcerned 32)
- The well designed underground drainage systemshall be provided 33)
- Thewelldesignedstormwaterdrainageofthecomplexshallbeprovided 34)
- The corner light / street light for the entire complex shallbe provided 35)
- Thenameplateboardattheentrancelobbyofthebuildingshallbeprovided 36)
- Thedecorativemainentrancelobbyforthebuildingshallbeprovided 37)
- Thedesignermaingateofthecomplexshallbeprovided 38)
- Children park and club house indoorgame 39)



#### **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 : P51700028141

Project: WISTERIA SQUARE 1, Plot Bearing / CTS / Survey / Final Plot No.: S NO 105 1 PT AND 2 PTat Mira-Bhayandar (M Corp.), Thane, Thane, 401107;

- 1. Rajdeep Realtors having its registered office / principal place of business at *Tehsil: Borivali, District: Mumbai Suburban, Pin:* 400067.
- 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;

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 04/02/2021 and ending with 30/06/2024 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 prometer including revoking the registration granted there.

ST. THA

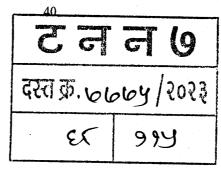
TEC 994

Signature valid

Dated: 08/09/2021 Place: Mumbai

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

(20 grand)





### **RECEIPT**

RECEIVED the day and year first he	ereinabove ·	written of an	d from the w	ithinnamed	Flat/ Shop/	
Unit/Shop Purchaser/s a sum of Rs	50,00	O (Rupees	fifte	1 -thou	isand	
only)being	g the amoun	nt of earnest	money to be	paid by the	em to us by	
cash/cheque No <u>30646464</u> <del>X</del>	323 on	HOFC	Bank	dated 03	03/202	-3
(Subject to realization of Cheque)						**

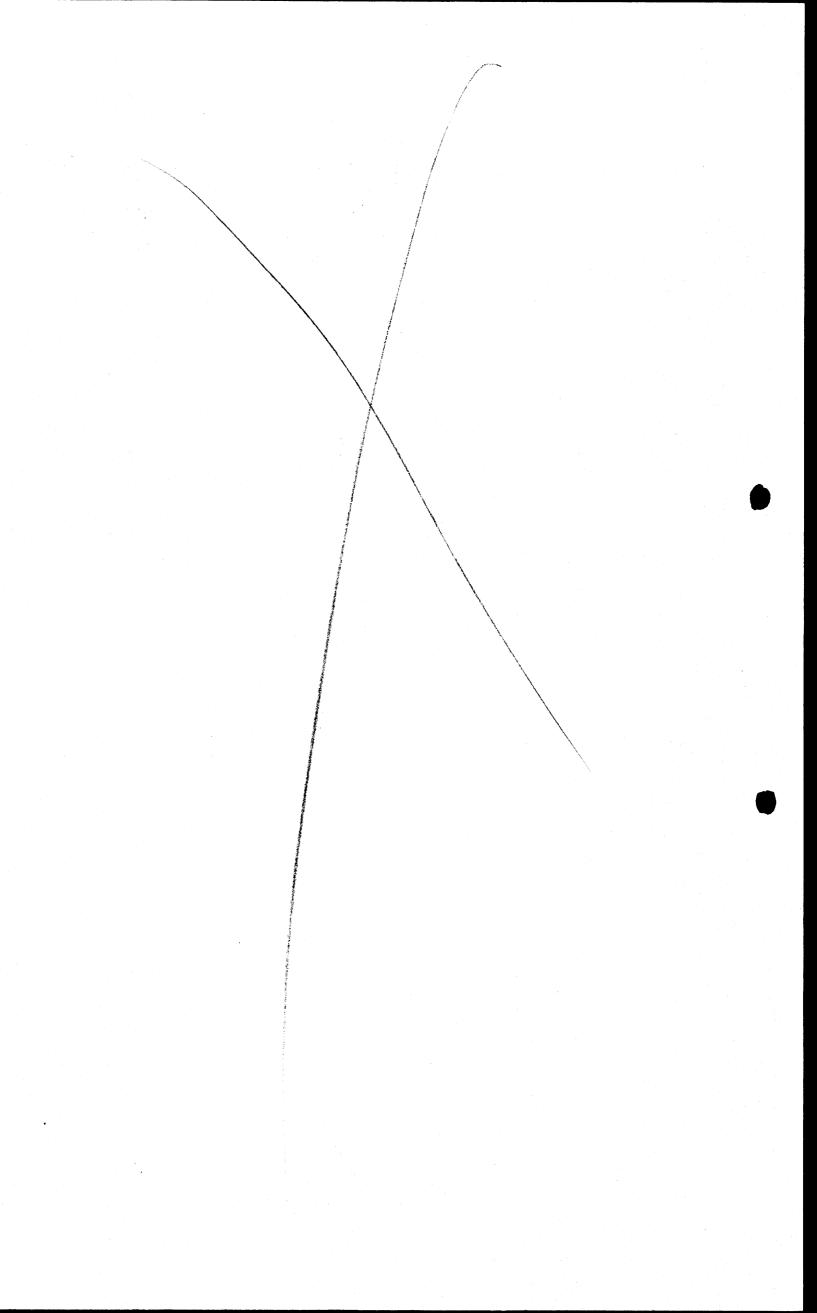
Rs. 50,000/-

WE SAY RECEIVED

For Rajdeep Realtors Pvt. Ltd.

**Authorized Signatory** 

Govern









I, Ketan T Shah, partner of M/s, Ravi Developments having our office at 76 Laxmi Palace Mathuradas Road, Kandivali West, Mumbai hereby states as follows.

- 1. I say that Mira Bhayander Municipal Corporation have issued Revised Commencement Certificate vide its letter dated 30/03/2019 bearing no. MANAPA /NAR/ 7514/2018-2019 for the lands admeasuring 722479.27 Sq. mtrs mentioned in the Revised Commencement Certificate after verifying all title and other required documents.
- 2. I say that, after the revised permission was issued, some land owners filed a complaint vide letter dated 13/06/2019 before the Commissioner of Mira Bhayander Municipal Corporation stating that they have not received consideration amounts from the developer M/s. Ravi Development and for the same they have filed Suit No. 516/2015 & 69/2019 before the Civil Court at Thane. The Complainant therefore prayed for cancellation of Commencement Certificate as the dispute for the land bearing 87/1C, 225/1A; 225/1C of village Ghodbunder is pending before Civil Court.
- 3. I say that the Commissioner of Mira Bhayandar Municipal Corporation accordingly without affording an opportunity to Developer M/s Ravi Developments or seeking necessary clarification cancelled the Revised Permission dated 30/03/2019
- 4. I say that, the Town planning Department of the Mira Bhayander Municipal Corporation then issued a letter to the Office of the Sub Registrar of Assurances Thane 4,7,10 directing them to refrain from registering any documents including sale agreements in respect of the properties mentioned in the Commencement Certificate dated 30/03/2019.
- 5. I say that, the order of the Commissioner dated 17/06/2019 was bad in law and without any authority to cancel the Commencement Certificate issued by themselves, therefore an Appeal No. TPS/1220/671/PR.KR68/2020/NAVI-12 under section 47 of MRTP Act was preferred by M/S Ravi Development before the Minister Urban Development Department at Mantralaya on 25/06/2019 thereby challenging the cancellation order of Commissioner dated 17/06/2019
- 6. I say that, the Minister Urban Development Department vide Order dated 29/09/2020 was pleased to partly allow the aforesaid Appeal preferred by the M/s. Ravi Development. The Minister Urban Development Department while partly allowing the said Appeal observed that the Commissioner while passing the cancellation order dated 17/06/2019 ought to have issued restriction order only in respect of the properties which are disputed instead of the entire properties.

- 7. I say that Minister Urban Development Department set aside the cancellation order dated 17/06/2019 passed by the Commissioner by excluding the area of the undisputed property.
- 8. I say that, till date no prohibitory order has been passed by any court of law including the Hon'ble Bombay High Court directing the Sub-Registrar of Assurances to refrain from registering documents concerning properties of My Client. Moreover, the Order dated 17/06/2019 passed by the Commissioner is also now set aside by the Minister Urban

9. I say that, comparation work of the entire project is contently in projects have been already registered under RERA and the tentative in pletion period is between 2022 to 2024:

- 10. I say that Consent Terms were filed between the land owner and the Ravi Development and the suit is disposed off vide Order dated 27/10/2021 passed in order Civil Suit No.516/2015 & 69/2019.
- 11. I say and confirm that as of now M/S Ravi Development is not prohibited by any order of Court for construction and Sale and registration of flats/shops.
- 12. I say and confirm that information given by me/us and the documents submitted by us before the Authority are true and correct to the best of our knowledge and belief and nothing has been concealed there from.
- 13. I hereby indemnify the office of the Sub- registrar if any dispute arises in respect to validity of the Revised Commencement Certificate dated 30/03/2019 bearing no. MANAPA /NAR/ 7514/2018-2019.

Solemnly affirmed on this. 25th day of November, 2021

At Thane

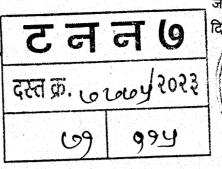
Developm

Signature of declarant

### ग्यरा माइदर महाजगरपालिका

प्रति,

मा. सहा. संचा. नगररचना, नगररचना विभाग, मिरा भाईंदर महानगरपालिका.



G. SUB-REGISTION OF THANK THANK THE PROPERTY OF THE PROPERTY O

विषय: मंजुर बांधकाम परवानगी व नकाशाव्यतिरिक्त् वाढीव बांधकामावर कारवाई करणेबाबत.

संदर्भ : 1) आपल्या विभागाचे जा. क्र. मनपा/नर/896/2022-2023 अन्वयेचे दि. 06/06/2022 पैजीचे पत्र.

2) मा. न्यायालय, ठाणे येथील दावा क्र. आर. सी. एस. 579/2019 शैलेश शाह विरुध्द मि. भा.मनपा.

महोदया.

मिरा भाईंदर महानगरपालिका क्षेत्रातील मौजे नवघर येथील आपल्या विभागाच्या संदर्भिय पत्रातील विषयामध्ये नमुद विस्तृत सर्वे क्रमांकांच्या जागेतील बांधकाम परवानगीच्या व्यतिरिक्त् वाढीव बांधकामांवर कारवाई करणेकरीता सदर सर्वे क्रमांकाशी संबंधित मा. न्यायालयात महानगरपालिकेविरुध्द दाखल न्यायप्रविष्ठ प्रकरणांच्या अनुषंगाने आपणामार्फत अभिप्राय अपेक्षिण्यात आला आहे.

मिरा भाईंदर महानगरपालिका क्षेत्रातील मौजे : घोडबंदर सर्वे क्र. 419 जुना, 106 नविन, 420 जुना, 116 नविन, हि. क्र. 1, 2, 421 जुना, 117 नविन, हि.क्र. 14, 2, 3ए, 3बी, 6, 422 जुना, 103 नविन, हि. क्र. 1, 3पै, 4, 5, 7, 6, 8, 9, 10, 11, 423 जुना, 105 नविन, हि. क्र. 2, 3, 5पै, 4, 425 जुना, 100 नविन, हि. क्र. 10, 11, 442 जुना, 115 नविन, हि. क्र. 1 ते 5, 435 जुना, 109 नविन, 436 जुना, 107 नविन, हि. क्र. 2, 437 जुना, 110 नविन, हि. क्र. 1, 6, 7ए, 10, 2, 5, 8पै, 3ए, 3बी, 11, 7बी, 9, 4, 438 जुना, 111 नविन, हि. क्र. 2ए, 2बी, 1, 3, 6, 5, 4, 439 जुना, 112 नविन, हि. क्र. 2, 8, 5, 6, 3, 4, 1, 10, 7, 440 जुना, हि. क्र. 113, 3, 5, 4, 11, 12, 6, 12, 1, 7, 9, 10, 8 या जागेवरील बांधकामास देण्यात आलेली परवानगी रद्द करणेबाबतच्या जा.क्र.मनपा/नर/1335/2019-20 अन्वयेच्या दि. 17/06/2019 रोजीच्या आदेशाविरुद वादी यांनी मा. न्यायातय, ठाणे येथे संदर्भिय दावा दाखल करून प्रकरण न्यायप्रविष्ठ केले आहे. सदर दाव्यामध्ये वादी यांचे असे म्हणणे आहे कि, जा.क्र. मनपा/नर/1335/2019-20 अन्वयेच्ये दि. 17/06/2019 रोजीच बांधकाम परवानगी रदद करणेबाबतचे महानगरपालिकेचे आदेश चुकीचे असुन सदरचे आदेश रद्द करण्यात यावे, तसेच सदर प्रकरणी कायदेशिर पध्दतीचा अवलंब केल्याशिवाय दावा मिळकतीमधुन वादी यांस बेदखल करण्यास मा. न्यायालयाने महानगरपालिकेस अटकाव करावा. 6

सदर दाव्यामध्ये मा. न्यायालय, ठाणे यांनी द्वि. 17/07/2019 रोजी खालीलप्रमाणे अंतरिम आदेश

Defendant hereby restrained for talking coercive or forcible step in respect of suit property on the basis of order dated 17/06/2019 of commissioner of Corporation till filing of say or next date which is later.

सदर आदेशान्वये मा. न्यायालयाने मनपास दिलेले प्रतिबंधात्मक आदेश वेळोवेळी वाढवुन दिलेले आहेत. सदर दाव्यामध्ये महानगरपालिकेच्यावतीने लेखी कथन दाखल करण्यात आलेले असुन निशाणी क्र. 5 च्या सुनावणीकरीता प्रलंबित आहे.

उक्त आदेशान्वये मा. न्यायालयाने जा.क्र.मनपा/नर/1335/2019-20 अन्वये दि. 17/06/2019 रोजी मनपा आयुक्त यांनी पारित केलेल्या खालीप्रमाणे नमुद आदेशाच्या अनुषंगाने कारवाई करणेस महानगरपालिकेस अटकाव केला आहे.

अ) विकासक में एक इंटर्लिमें से इतर सम्बंध सल्लागार आद्वाता में. अनिष ॲन्ड असो. यांस महानगरणानिकेले. पत्र क क्रिक्शिकेले प्रति करणेल येत आहे. के जिल्हा करणेल येत आहे. के जिल्हा के जिल्हा

ब) दि. 30/03/2019 रोजीच्या बांधकाम परवानगीमधील अट क्र. 42 मधील रद्द करणेत आलेल्या परवानग्या ह्या पुनर्जिवित करणेत येत आहेत.

क) संबंधित विकासक यांनी त्यांच्या स्वतःच्या निर्विवाद मालकीहक्क असलेल्या जिमनींमध्ये गाविनहाय संलग्न असलेल्या जिमनीनिहाय सुधारींत रेखांकन व बांधकाम परवानगीचा फेरप्रस्ताव हा मालकीहक्काची परिपुर्ण अद्यावत कागदपः प्रस्तावित मोजणी नकाश इ. सर्व अद्यावत कागदपत्रांसह सादर करावा.

तरी मा. न्यायालय, ठाणे यांच्या दि. 17/07/2019 व मा. आयुक्त यांच्या दि. 17/06/2019 रोजीच्या आदेशांचे अवलोकन केले असता दि. 30/03/2019 रोजीच्या बांधकाम परवानगीमध्ये नमुद मंजुर बांधकामाव्यतिरिक्त कोणत्याही प्रकारचे वाढीव बांधकाम संबंधित जागेवर आढळुन आल्यास अशा बांधकामावर पुढील कायदेशिर कार्यवाही करता येईल.

(Na17/22

(सई वडके) विधी अधिकारी मिरा आईंदर मेंहनगरपालिका

### Mayuresh S. Lagu

#### ADVOCATE HIGH COURT, MUMBAI

Office: 401, Cliff Richard Apartment, Opp. Jayanand Hospital (Dr. Kumbla), Near Dagadi Shala, Charai, Thane (w), 400601. Contact :+91 98210 49290, Email :advmayureshlagu07@gmail.com

It further appears from your above mentioned letter that the said interest in the said intere has been extended by the Trial Court from ected the Corporation It thus prima facie appears that Court ha take any coercive steps in respect of the Suit property on the basis of the Impugned ar dated 17/06/2019 however it is equally true that the Plaintiff cannot take advantage of the said Order so as to undertake any construction beyond what is sanctioned or approved by the Corporation vide its revised permission dated 30/03/2019 bearing outward No: M.C./ T.P. / 7514/2018 and which is not subject matter of the said suit. The natural and obvious corollary that can be gathered from the above-mentioned facts is that Corporation is entitled to take appropriate action in respect of any illegal construction carried out over and above the construction as has been permitted or sanctioned by and under the revised permission dated 30/03/2019 bearing outward No: M.C./T.P. / 7514/2018. It also appears that the said M/s Ravi Developers challenged and Order dated 17/06/2019 bearing outward No: M.C./ T.P. / 1335/2019/20 before the Ld. Urban Development Minister who allowed the said Appeal partially and thereby held that Order dated 17/06/2019 is set aside to the extent of Applicants / Developers who's lands are not mentioned in the said Order. The Ld. Urban Minster Developer further directed that in respect of the lands belonging to Applicants / Developers which are not mentioned in the said Order dated 17/06/2019, the Applicants / Developers should

Correspondence: Block No. 2 Yamuna Niwas, G.B. Road, Charai, Thane (W) 400 601.

### Mayuresh S. Lagu

B.Com. LL.B.

#### ADVOCATE HIGH COURT, MUMBAI

Office: 401, Cliff Richard Apartment, Opp. Jayanand Hospital (Dr. Kumbla), Near Dagadi Shala, Charal, Thane (w), 400601.

Contact: +91 98210 49290, Email: advmayureshlagu07@gmail.com

20th September, 2022

To,
The Law Officer,
Mira Bhayander Municipal Corporation,

Subject: Letter dated 29/08/2022

Querist: Law Officer Mira Bhayander Municipal Corporation.

am in receipt of your above meaning bed letter 12 29/08/2022 calling upon me to give my opinion in respect of the Additional construction if any carried out by M/s.

Ravi Developers. After having gone and the Additional construction if any carried out by M/s. Provided the provided it appears that the Developers bearing outward No: M.C./

T.P. / 7514/2018 dated 30/03/2019 was cancelled / revoked by the Corporation vide its Order bearing outward No: M.C./

T.P. / 7514/2018 dated 30/03/2019 was cancelled / revoked by the Corporation vide its Order bearing outward No: M.C./

T.P. / 1335/2019 - 20 dated 17/06/2019. It further appears that Shree Shailesh Shah has filed RCC No. 579 / 2019 inter - alia challenging the above-mentioned Order dated 17/06/2019 wherein the Ld. Trial Court, on 17/07/2019, passed following interim Order which reads as under:

"Defendant hereby restrained for taking coercive or forcible steps in respect of the Suit property on the basis of Order dated 17/06/2019 of Commissioner of Corporation till filling of Say or next date which is later"

ट न न ७

दस्त क्र<sub>पावती</sub> ७०५ २०२३

64 994



पावती कं.: 5401 दिनांक: 16/03/2021

गावाचे नाव: घोडबंदर

Tuesday, March 16,2021

76/4532

2:24 PM

दस्तऐवजाचा अनुक्रमांक: टनन4-4532-2021

वस्तऐवजाचा प्रकार : कुलमुखस्यारपत्र

सादर करणाऱ्याचे नाव: मेसर्स राजदिप रियलटर्स कंपनीचे संचालक श्री जयेश टी शाह --

दस्त हाताळणी फी

रु. 100.00

रु. 300.00

रु. 400.00

आपणास मूळ दस्त अंबनेल प्रिट,सूची-२ अंदाजे 2:42 PM ह्या वेळेस मिळेल.

Joint Sub

बाजार मुल्य: रु.1

मोबदला रु.0/-भरलेले मुद्रांक शुल्क : रु. 500/- सह. दुय्यम निबंधक वर्ग-२ गणं. क्र. ४

1) देयकाचा प्रकार: By Cash रक्कम: रु 300/-

2) देयकाचा प्रकार: eChallan रक्कम: रु.100/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH013222839202021E दिनांक: 16/03/2021

बँकेचे नाव व पत्ता:

मुळ दस्तिश्वन पस्त मिळाला



## CHALLAN MTR Form Number-6



GRN MH	)132228392020211	BARCODE IIII			IIII Da	te 16/03/2021-11:0	2:25 F	orm ID		
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**ट त त ७** दस्त क्र. ७७७५/२०२३ ७७ ९९५







## CHALLAN MTR Form Number-6



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Office Name	THN4_THANE NO	4 JOINT SUB REGIST	'RA	Full Name		MS RAJDEEP REA	ALTOR	S DIR	ECTOR S	SHRI
Location	THANE		1			JAYESH T SHAH				
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Department ID : Mobile No. : 9321123 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवळ दुरयम निबंधक कार्यालयात नोदणी करावयाच्या दस्तासाठी लागु आहे . नोदंणी न करावयाच्या दस्तासाठी सदर चलन लागु नाही .

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ट न न ७ दस्त क्र. ७७७५/२०२३ ७० १९५५





#### **POWER OF ATTORNEY**

TO ALL TO WHOM THESE PRESENTS SHALL COME, We, M/S.

RAJDEEP REALTORS, a Company, registered under the Companies Act,

1956, through one of its Director SHRI. JAYESH T. SHAH of Mumbai,

Indian Inhabitant having registered office at Laxmi Palace, 76,

Mathuradas Road, Kandivali (West), Mumbai-400 067, SEND

GREETINGS:-

ट.न.न. - ४ दल क्रमांक 정보 최고 /२०२१ ४ / 9보 WHEREAS we M/s. Rajdeep Realtors have purchased various properties

from the various original owners and intermediate parties for

consideration and on the terms and conditions contained therein,

situated at revenue Village-Ghodbunder Taluka & District Thane, within

the limits of Mira Bhayander Municipal Corporation.

Thane developing varies properties situated at (The said Project) Building No. "Kit, XIV and XIII A" are under construction on the properties and examples of the permissions

and sanctions granted by the Mira Bhayander Municipal Corporation

Other concerned authorities in respect of the aforesaid project.

whereas in order to facilitate the business to be carried on smoothly We M/s. Rajdeep Realtors, are desirous of appointing some fit and proper person to represent us in respect of the said project and we hereby appoint SHRI. BHAVYA JAYESH SHAH, (hereinafter called the "Attorney") as our constituted attorney with full power and authority to do and execute all acts, deeds and things as hereinafter mentioned in the name of and on behalf of the Company.

NOW KNOW WE AND ALL MEN BY THESE PRESENTS WITNESSE THAT:-

We, M/S.RAJDEEP REALTORS, through our director SHRI. JAYESH T.

SHAH who for self and as the director of M/s. Rajdeep Realtors do

the probability of the constitute and appoint SHRI. BHAVYA JAYESH

SHAH, to be our true and lawful attorney to represented us and to act

for in our name, on behalf of me and the said company as many be

necessary to protect out interest in the said property and to execute and

perform all or any of the following acts, respect of the said project:

deeds matters a

To sign agreement for sale of document, Deed of Rec 1. Deed of Cancellation/s, Deeds, of Mortgage, deeds and document

and allotment letters or other papers required to be executed by

our Company, in our Company's name in favour of prospective flat/shop/unit/Gala Parking space purchaser/s of the said

projects namely "WISTERIA SQUARE" (The said Project)

Building No. "XII, XIII and XIII A" on the portion of property

bearing Survey No. 105 Hissa No. 1 (part) and Hissa No. 2 (part)

of Village - Ghodbunder, Taluka and District - The area on

To lodge for registration all deeds executed 2. and which require registration under the law and

acts and things required for completing the registra

before the concerned Sub-Registrar of Assurances and

execution thereof.

- To substitute and appoint from time to time one or more attorney 3. or attorneys under the said attorney or attorneys with same or limited powers and substitute at pleasure to remove and to appoint another or others.
- I undertake to ratify and confirm whatsoever my said attorney shall lawfully do or caused to be done for me by virtue of the powers hereby given and for the purposes mentioned herein before. दस्त क्रमांक ७५३२ । २०२१

IN WITNESS WHEREOF We have put our hand and seal as hereunder Thousand Twenty One.

#### SIGNED AND DELIVERED BY THE

Within named THE EXECUTOR

Partner of M/S.RAJDEEP REALTORS )

Through its director

SHRI. JAYESH T. SHAH

In the presence of .......

SIGNED AND ACCEPTED BY THE

WITHINNAMED ATTORNEY

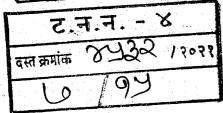
SHRI. BHAVYA JAYESH SHAH

Bald

In acceptance of this POA



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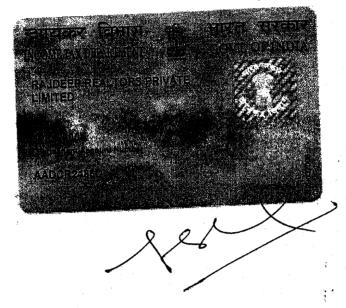


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दस्तक. ७७७५१०२३

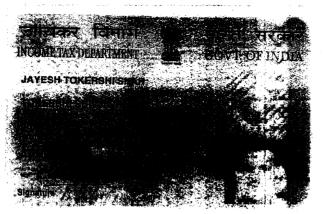
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ट.न.न. - ४ वस्त क्रमांक ४५३२ /२०२१

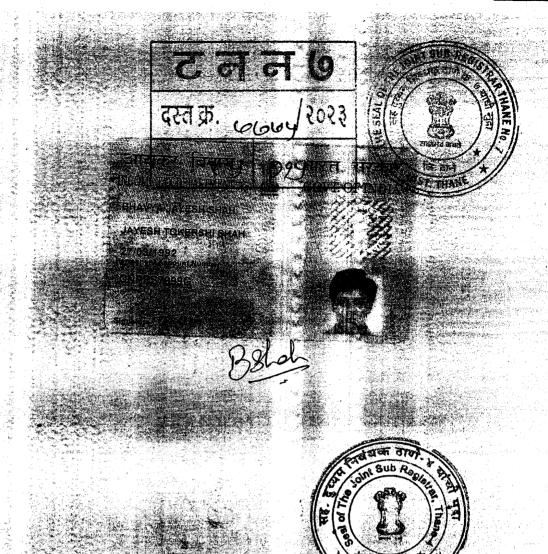


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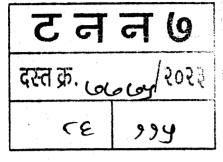




ट.न.न. - ४ इस्त क्रमांक ४५३२ /२०२१



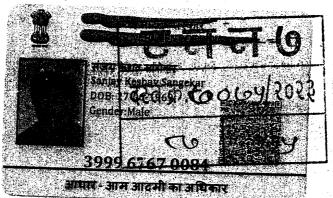
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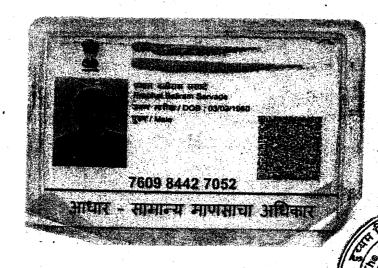




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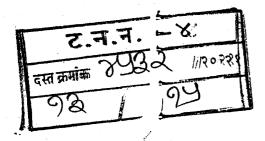


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76/4532 मंगळवार,16 मार्च 2021 2:24 म.नं. दस्त गोषवारा भाग-1

दस्त क्रमांक: 4532/2021

दस्त क्रमांक: टनन4 /4532/2021

भरलेले मुद्रांक शुल्क: रु.500/-

दु. नि. सह. दु. नि. टनन4 यांचे कार्यालयात

अ. कं. 4532 वर दि.16-03-2021

रोजी 2:21 म.नं. वा. हजर केला.

बाजार मुल्य: रु. 01/-

मोबदला: रु. 00- टनन

दस्त क्र. ७५ ७५२०२३

997

जयेश टी शाह - -

नोंदणी फी

**হ. 100.00** 

दस्त हाताळणी फी

रु. 300.00

पृष्टांची संख्या: 15

एकुण: 400.00

दस्ताचा प्रकार: कुलमुखत्यारपत्र

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकच्या हृद्दीत किंदा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हृद्दीत किंदा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का कं. 1 16 / 03 / 2021 02 : 21 : 31 PM ची वेळ: (सादरीकरण)\*

शिक्का कं. 2 16 / 03 / 2021 02: 22: 39 PM ची वेळ: (फी)



<b>5</b> )	,
16/03/2021 2	57:21 PM

दस्त गोषवारा भाग-2

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टनन4		
दस्त क्रमांक:4532/20	21	

दस्त क्रमांक :टनन4/4532/2021 दस्ताचा प्रकार :-कुलमुखत्यारपत्र

अनु क्र. पक्षकाराचे नाव व पत्ता

1 नाव:भव्या जयेश शाह -पत्ता:प्लॉट नं: 76, माळा नं: -, इमारतीचे नाव: लक्ष्मी पॅलेस ,
ल्लॉक नं: कांदिवली प मुंबई , रोड नं: मथुरादास रोड , महाराष्ट्र,
मुंबई.
प्रव वंबस:CNPP37999G

2 नाव:मेस प्रजाद करें के प्रवास के प्रवास के प्रवास रोड , महाराष्ट्र,
पत्ता:प्लॉट वं: 76 , माळा नं: -, इमारतीचे लावे: कुल्मी प्रवास रोड , महाराष्ट्र,
लाव के प्रवास के प्रवास के प्रवास रोड , महाराष्ट्र,
लाव के प्रवास के प्रवास के प्रवास रोड , महाराष्ट्र,
लाव के प्रवास के प्रवास के प्रवास रोड , महाराष्ट्र,
सक्ष्म कुल्म
मुंबई.
पन नंबर:AAHPS5844F

वरील दस्तऐवज करू<del>त देणार तथाकवीत कुलमुखत्यारपत्र चा दस्त</del> ऐवज करुन दिल्याचे कबुल करतात

शिक्का क्र.3 ची बेळ:16 / 03 / 2021 02 : 54 : 15 PM

#### ओळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करुन देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनुक्र. पक्षकाराचे नाव व पत्ता

- नाव:प्रभात सरवदे -वय:40 पत्ता:भाईंदर प ठाणे पिन कोड:401101
- 2 नाव:संजय सांगेकर -वय:45 पत्ता:भाईंदर प ठाणे पिन कोड:401101



प्रमाणित करण्यात येते की,

अंगठ्याचा ठसा

शिक्का क.5 ची वेक:16 03 / 2021 02: 55: 24 PM नोंदणी पुस्तक 4 मध्य सदर दर

Joint Sub Registrer, Fhane 4

शिक्का क्र.4 ची वेळ:16 / 03 / 2021 02 : 55 : 18 म

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Pay	ment Details.		100		<u>'सह</u>		विवधक उपमे क्र	<del>- V</del>
sr.	Purchaser	Туре	Verification not vendor	GRI/Abence	Amount	Used At	/Deface Numbero २	Deface Date
1	MS RAJDEEP REALTORS DIRECTOR SHRI JAYESH T SHAH	eChallan	000405720210316583334 000405720210316583334	MH013222839202021E	500.00	SD	0006233584202021	16/03/2021
2		By Cash			300	ŖF		
3	MS RAJDEEP REALTORS DIRECTOR SHRI JAYESH T SHAH	eChallan		MH013222839202021E	100	RF	0006233584202021	16/03/2021

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

76/4533 Tuesday, March 16, 2021 2:27 PM

दस्तक. ७७० केले

गावाचे नाव: घोडबंदर

दस्तऐवजाचा अनुक्रमांक: टनन4-4533-2021

दस्तऐवजाचा प्रकार : कुलमुखत्यारपत्र

सादर करणाऱ्याचे नाव: भव्या जयेश शाह -

09 994

नोंदणी फी दस्त हाताळणी फी पृष्ठांची संख्याः 15

₹. 100.00

रु. 300.00

एकूण:

₹. 400.00

आपणास मूळ दस्त अंबनेल प्रिट सूची-२ अंदाजे 2:45 PM ह्या वेळेस मिळेल.

बाजार मुल्य: रु.1 मोबदला रु.0/-भरलेले मुद्रांक शुल्क : रु. 500/ Joint Sub

सह. दुरगम िलंधक वर्ग-२

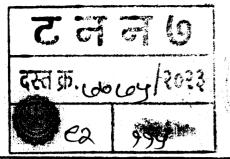
1) देयकाचा प्रकार: By Cash रक्कम: रु 300/-

2) देयकाचा प्रकार: eChallan रक्कम: रु.100/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH013223987202021E दिनांक: 16/03/2021

बँकेचे नाव व पत्ता:

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GRN MH013223987202021E BARCODE	1	MIRREN		ate 16/03/2021-11:14	4:19 F	orm I	D	48(f)	
Department Inspector General Of Registration				Payer Detail	  8			<del></del>	
Stamp Duty	·	TAX ID / T	AN (If An	y)					
Type of Payment Registration Fee		PAN No.(If	Applicabl	e)					
Office Name THN4_THANE NO 4 JOINT SUB REGI	STRA	Full Name		SHRI BHAVYA JAY	ESH S	HAH		***************************************	
Location THANE									
Year 2020-2021 One Time		Flat/Block	No.	SURVEY NO 105	HISSA	NO	1 P/	RT/ 2	PAI
		Premises/	Building	WISTERIA SQUAR	E				
Account Head Details	Amount in Rs.								
0030046401 Stamp Duty	500.00	Road/Stree	et	BUILDING NO XII X	(III ANI	) XIII C	4		
0030063301 Registration Fee	100.00	Area/Loca	lity	VILLAGE GHODBU	INDER	TALU	KA A	ND D	ST
		Town/City/	District	RICT THANE					
A 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3		PIN			4 (	0 1		1 0	
Remarks (If Any)  SecondPartyName=MR CHANDAN BABAN MORE~									
F600.00		Amount In	Six Hui	ndred Rupees Only					
Total Total	600.00	Words							
Payment Details STATE BANK OF INDIA			<u></u> 1	FOR USE IN RECEIVIN	NG BA	NK			
Cheque-DD Details		Bank CIN	Ref. No.	000405720210316	55148	IK0B/	<b>APW</b>	GB9	
Cheque/DD No.		Bank Date	RBI Date	16/03/2021-11:24:1	15	Not V	erific	d with	RBI
Name of Bank		Bank-Branc	Bank-Branch STATE BANK OF INDIA						
ame of Branch		Scroll No. , I	Date	Not Verified with S	croil				
Department ID : NOTE:- This challan is valid for document to be regist सदर चलन केवळ दुय्यम निषयक कार्यालयात मोदणी र नाही : Challan Defaced Details	iered in Sub Regis करावयाच्या दस्तार	etrar office o	nly. Not y nd नीट जिमांक 9		oblie N docun ai en ol ? o ?			93211 न ला	

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(iS)-76-4533	0006233826202021	16/03/2021-14:27:04	IGR116	100.00

GRN: MH013223987202021E Amo

Amount: 600.00

Bank: STATE BANK OF INDIA

Date:

16/03/2021-11:14:19

2 (IS)-76-4533 0006233826202021 16/03/2021-14:27:04 IGR116 500.00 Total Defacement Amount 600.00

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### CHALLAN MTR Form Number-6



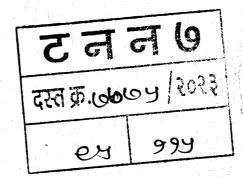
GRN MH01322398720202	BARCODE			liii Da	te 16/03/2021-11:14	4:19 Form ID	48(f)
Department Inspector General Of Registration			Payer Details				
Stamp Duty  Type of Payment Registration Fee			TAX ID /	TAX ID / TAN (If Any)		<u> Anna I na Para da Anna da An</u>	
amelia amelia		OINT SUB-	N. SATURES	f Applicable)			William Control of the Association of the Associati
Office Nam CHN45HANE	NG 4 JOIN SUB RE	GISTRA CONTROL OF	APPARAL OF	y	SHRI BHAVYA JAY	ESH SHAH	
Location THANE	12023						
Year 2020-2021 On	19	200 A 30	Flat/Blace		SURVEY NO 105	HISSA NO 1	PART/ 2 PART
er	994	🖈 जि. ठाव	Premiera	/ Building	WISTERIA SQUAR	E	
Account Hee	d Details	Amount in Rs.			•		
0030046401 Stamp Duty		500.00	Road/Stre	et	BUILDING NO XII X	(III AND XIII A	
0030063301 Registration Fee		100.00	Area/Loca	lity	VILLAGE GHODBU	NDER TALUK	A AND DIST
			Town/City	/District	RICT THANE		
			PIN			4 0 1	1 0
	CONTRACTOR OTHER		Remarks (	If Any)			
& San Bub A			SecondPartyName=MR CHANDAN BABAN MORE~				
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	Thursday of the transfer of th		·				
	arm		Amount In	Six Hund	red Rupees Only		
Total		600.00	Words				
Payment Details STATE BANK OF INDIA				FOR USE IN RECEIVING BANK			
Cheque-DD Details			Bank CIN	Ref. No.	0004057202103165	55148 IK0BAP	WGB9
Cheque/DD No.			Bank Date	RBI Date	16/03/2021-11:24:1	5 Not Veri	fied with RBI
Name of Bank			Bank-Branc	Bank-Branch STATE BANK OF INDIA			
Name of Branch			Scroll No. , Date Not Verified with Scroll				
Penartment ID :				<del></del>	<del></del>		

Department ID: Mobile No.: 93211237 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवळ दुय्यम निवंशक कार्यालयात नोदंगी करावयाच्या दस्तांसाठी लागु आहे. नोदंगी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही.

Page 1/1

Print Date 16-03-2021 11:15:45

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दस्त क्रमांक	४५३३	/ २	०२१
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ट.न.न. - ४ दस्त क्रमांक ४५४३ /२०२१ POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, I, SHRI BHAVYA JAYESH SHAH, adult. Indian Inhabitants, having address at Laxmi Palace, 76, Mathuradas Road, Kandivali (West), Mumbai-400 067, SEND GREETINGS:

Project) Building No. (The said XIII A" being constructed by the said M/s. Rajdeep Realton and I have been appointed as Constituted

25

Attorney to execute signand exement for Sale, Deed of Rectification,

Deed of Mortgage, Deed of Cancellation and other Deeds and documents and to lodge the same in the registration office of concerned Sub-Registrars of Assurances on behalf of M/S. RAJDEEP

REALTORS, in favour of prospective Purchaser/s of Flat/ Shop/

namely "WISTERIA SQUARE" (The said Project) i.e. Building No.

WII, XIII and XIII A, comprising of ground + 22 Upper Floors to be constructed on the portion of property bearing Survey No. 105

Hissa No. 1 (part) and Hissa No. 2 (part) of Village - Ghodbunder,

Taluka and District - Thane. proposed to be constructed on the properties annexed therein as per the permissions and sanctions granted by the Mira- Bhayander Municipal Corporation and other concerned authorities in respect of the aforesaid project.

AND WHEREAS I am unable to attend the concerned registration office due to my busy and hectic schedule and in order to facilitate the

ट. नेपड़ांगess to be carried on smoothly, I, SHRI BHAVYA JAYESH SHAH, propost to substitute for me MR. CHANDAN BABAN MORE, residing at मीक रें0.201/B-, A-wing Ankur Society, Gen. A. K. Vaidya Marg, Near Maharaja Tower, Gokuldham Market, kanyachapada

38

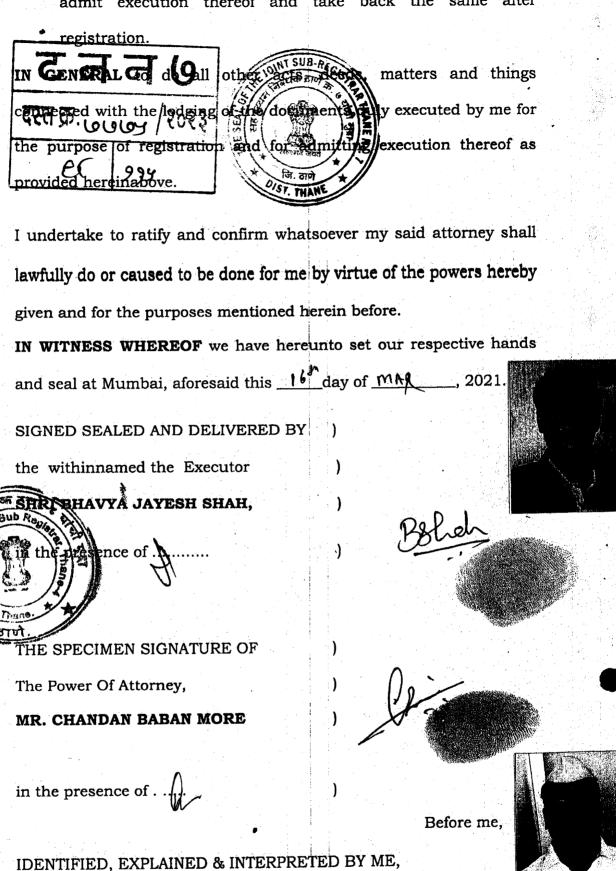
Goregaon(E) Mumbai-400 063, with full power and attack to lodge for registration all deck and cuments executed by me on balk of M/S. RAJDEEP REALTORS and or MR. BHAVYA JAMESH STAH, by its Director/s in respect of the ongoing construction of project/building namely "WISTERIA SQUARE" (The said Project) Building No. "XII, XIII and XIII A" and which require registration under the Law to do all acts, deeds, matters and things required for completing of registration process before the concerned Sub-Registrar of Assurances and to admit execution thereof.

NOW KNOW WE AND ALL MEN BY THESE PRESENTS
WITNESSESTH THAT:-

I, SHRI BHAVYA JAYESH SHAH, who for self, to be my true constitute and appoint MR. CHANDAN BABAN MORE to be my true and lawful attorney to represent me before the concerned aboregistrar of assurance in our name and on my behalf to execute and perform the following acts, deeds, matter and things in respect of the above mentioned project/Building as set out hereafter:-

1) To lodge for registration all Agreement for Sale, Supplemental Agreements, Deed of Correction, Deed of Rectification, Deed of Undertakings, Mortgage, Leave & License Modification, Affidavits, Declarations, Deed of Cancellations, deeds/or and any other documents executed by me on behalf of M/S. RAJDEEP REALTORS and/or MR: which require registration under the Law a acts and things required for completion of registration before the Sub-Registrar of Assurances at Mumbai, Bandra, Goregaon, Borivali, Kandivali, Thane, Bhayander, Mira road or at other Sub-Registrar of assurances as to be required and to

admit execution thereof and take back the same after



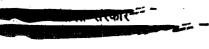
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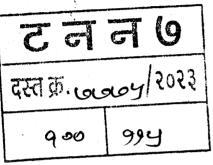
चंदन बबन मोरे Chandan Baban More जन्म तारीख / DOB: 17/11/1970 पुरुष / MALE

Mobile No.: 9324632118

7137 4557 7743 VID: 9169 0160 1795 9563

माझे आधार, माझी ओळख





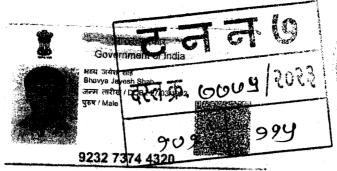






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SUB-REGISTANE NO

STATE OF THE NO

DIST. THANK

आधार - सामान्य माणसाचा अधिकार



मस्तार विशेष्ट ओळल प्राधिकरण Unique Identification Authority of India

पत्ता 702, हेमलांक अपार्टमेंट. किलाचंद्र मार्ग, एस.वी रोड, मुंबई. कांदिवली वेस्ट, महाराष्ट्र, 400067

Address: 702, Hernlok Apartment Kilachand Marg, S.V Road, Muetter Kendivali West, Maharashtra, 410037



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1947 1800 300 1947 helip **©** uldel.gov.i

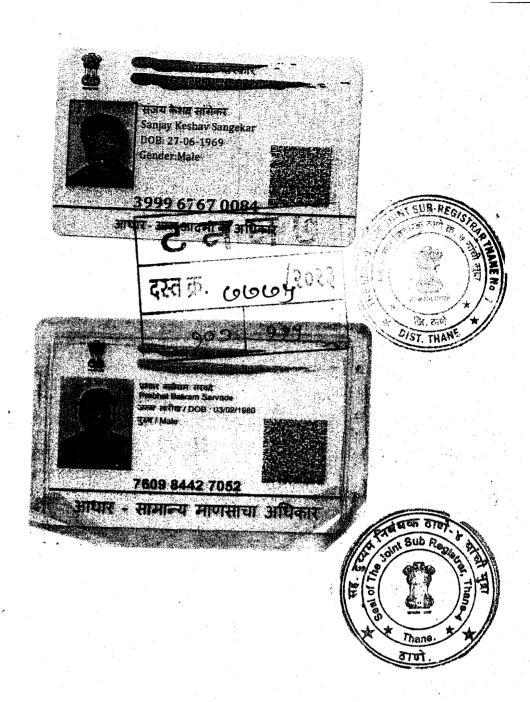
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**ट.न.न. - ४** दस्त क्रमांक ४५३३ / २०२१ 90 / 9५ टनन७ दस्तक्र.७७७५ /२०२३ १००२ १९५





ट.न.न. - ४ दस्त क्रमांक ४५३३ /२०२१ ९९ /९५



ट.न.न. - ४ वस्त क्रमांक ४५३३ /२०२१ १२ / ९५

# टनन ७ दस्त क्र. ७७७५ | २०२३ १९०४ | १९५





ट.न.न. - ४ दलक्रमांक ४५३३ /२०२१ १८४ / १५ 76/4533 मंगळवार,16 मार्च 2021 2:27 म.नं.

दस्त क्रमांक: टनन4 /4533/2021

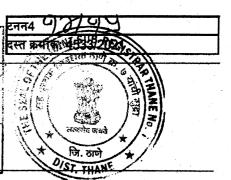
बाजार मुल्य: रु. 01/-

भरलेले मुद्रांक शुल्क: रु.500/-



प्रेंचित क. ७००७५/२०२३

904 994



दु. नि. सह. दु. नि. टनन4 यांचे कार्यालयात अ. क्रं. 4533 वर दि.16-03-2021 रोजी 2:24 म.नं. वा. हजर केला.

पावती:5402

पावती दिनांक: 16/03/2021

सादरकरणाराचे नाव: भव्या जयेश शाह - -

नोंदणी फी

रु. 100.00

दस्त हाताळणी फी

₹. 300.00

पृष्टांची संख्या: 15

एकुण: 400.00

Joint Sub

दस्त हजर करणाऱ्याची सही:

Joint Sub Registrar, Thane 4

दस्ताचा प्रकार: कुलमुखत्यारपत्र

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का कं. 1 16 / 03 / 2021 02 : 24 : 20 PM ची वेळ: (सादरीकरण)

शिक्का कं. 2 16 / 03 / 2021 02 : 25 : 08 PM ची वेळ: (फी)



दस्त गोषवारा भाग-2

5.0	क :टनन4/4533/2021 कार :-कुलमुख्याम्मम	
अनु क्र. 1	पक्षकाराचे नाव व पत्ता नाव:चंदन बब्द मोहें पत्ता:प्लॉट ६ १६ फील के हैं इमारतीचे नाव: व्यक्ती वेलेग, होल्वर अभि-बेट्रॉनी क्लॉक नं:कांदिवद्धी म मुंबई , राज नं: मधुरादास रोड , महाराष्ट्र, व्यप:-518. ठाणे मुंबई:	अंगठ्याचा ठसा
2	पँन नंबर: AHKPM अप्रेशिक्ट नाव: मञ्जा जयेश शाह कुलमुखत्यार देणार पत्ता: प्लॉट नं: 76, माळा नं: -, इमारतीचे नाव: लक्ष्मी पॅलेस, वय:-28 ब्लॉक नं: कांदिवली प मुंबई, रोड नं: मथुरादास रोड, महाराष्ट्र, स्वाक्षरी:- मुंबई. पॅन नंबर: CNPPS7999G	

वरील दस्तऐवज करुन देणार तथाकथीत कुलमुखत्यारपत्र चा दस्त ऐवज करुन दिल्याचे कबुल करतात. शिक्का क.3 ची वेळ:16 / 03 / 2021 02 : 56 : 25 PM

#### ओळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करुन देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनुक्र. पक्षकाराचे नाव व पत्ता

नाव:संजय सांगेकर - -वय:45 पत्ता:भाईंदर प ठाणे पिन कोड:401101

नाव:प्रभात सरवदे - -वय:40 पत्ता:भाईंदर प ठाणे पिन कोड:401101

छायाचित्र

अंगठ्याचा ठसा

शिक्का क्र.4 ची वेळ:16 / 03 / 2021 02:57:23

शिक्का क.5 में वेक:16 / 03 / 2021-02:57:28 PM नोंदणी पुस्तक 4 मध्ये

सदर दस्ते पुस्तक..

Joint Sub Registrar, Thane 4

Гауі	nent Details.	·		सह र	रस्यम	खिसक रागो क	<u> </u>	
sr.	Purchaser	Туре	Verification no/Verifora;	1.7	Amount	dised/ At	Deface Number २१	Deface Date
1	SHRI BHAVYA JAYESH SHAH	eChallan	0004057 <b>200</b> 3 65518	мно за трати	500.00	SD	0006233826202021	16/03/2021
2		By Cash	Ther	a. * */	300	RF		
3	SHRI BHAVYA JAYESH SHAH	eChallan	glaj	MH013223987202021E	100	RF	0006233826202021	16/03/2021

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

4533 /2021.

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- 2. Get print immediately after registration.

# घोषणापत्र

मी....याद्वारे घोषित करतो कि

दुय्यम निबंधक .....र्शिका प्राप्त कार्यालयात ....यांचे कार्यालयात .......यांचे कार्यालयात .....

या शिर्षकाचा दस्त नांदणीसाठी सादर करण्यात आला आहे. श्री में अंग्रिए रिश्र कर्ये प्राप्टिन

विल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे तिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे निष्पापित करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेला नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तिपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम 1908 चे कलम 82 अन्वये शिक्षेस मी पात्र राहीन यांची मला जाणीव आहे.

कुलमुखत्यारपत्रधारकांचे नाव व सही

रतक जिल्ला रहारे



मी/आम्ही किसील सही करुपर प्रतिज्ञापत्र ब्यारे कोषीत अरही, की मा महिनिरीक्षक व मुदांक नियंत्रक, महत्त्र स्व स्व असे किनांक 30.11.2013 रीजि प्रतिमिक्षिक काळजीपुर्वक वाचन केलेले आहे. व त्यातील सर्व अटी शर्ती आम्हास कवुल आहेत. मी/आम्ही सदर वस्तातील गीळकतीवावत अभिलेखात शोध घेतलेला आहे. नोंदणीसाठी सादर केलेल्या दस्तऐवजागधील मिळकत हि फसवणूकव्यारे अथवा दुवार विक्री होत नाही. दस्तातील लिहुन देणार / पेणार /कुलमुखत्यारधारक हे खरे असून आज रोजी आम्ही सर्व हयात आहोत व सदर दस्तातील सह्या,अंगठे,फोटो माझे/आमचे आहेत याची कवुली/ देतो व खात्री करुन देण्यासाठी या दस्तातील सह्या,अंगठे,फोटो माझे/आमचे आहेत याची कवुली/ देतो व खात्री करुन देण्यासाठी या दस्तातील सह्या,अंगठे,फोटो माझे/आमचे आहेत याची कवुली/ वेतो व खात्री करुन देण्यासाठी या दस्तातील सह्या,वंगठे,फोटो माझे/आमचे आहेत याची कवुली/ वेतो व खात्री करुन देण्यासाठी या दस्तातील सन्ति करतांना नोंदणी प्रक्रियेनुसार आमची वैयक्तीक मालकी (Title) तसेच मिळकतीचे मालकाने नेमुन दिलेल्या कुलमुखत्यारधारक (P.A.Holder) लिहून देणार हे हयात आहेत व उक्त फुलमुखत्यारपत्र अद्यापही अस्तीत्वात आहे व ते आजपावतो रहं झालेले नाही. याची मी / आम्ही कवुली देत आहोत.सदरची मिळकत शासन मालकीची नसून अतिक्रमण केलेली नाही. दस्तातील मिळकतीवर कोणतेही शांसिकय,निमशासिकय,खाजमी कर्ज, वैक बोजे, हक्ष,हितसंबध,विकासन बोजे,नाहीत. भविष्यात तसे काही निघाल्यास मी/आम्ही देणार,पेणार जवाबदार राहू, याची जाणिव आहे. दस्तातील मिळकतीवावतचे मी/आम्ही आर्थीक व्यवहार पुर्ण करून दस्तऐवज साक्षीदारा समक्ष निष्यादीत केलेला आहे. हे कुबुल करतो.

नोंदणी अधिनियमानुसार या दस्तासोबत नोंदणी प्रक्रियेमध्ये जोडण्यात आलेले पूरक कागदपत्रे हे खरे जाहेत. दस्तातील मिळकतीचा हस्तांतरणाद्यावत कोणत्याही मा.न्यायालय/शासिकय कार्यालयाचा मनाई हुकुम नाही.तसेच दावा दावल नाही किंवा प्रस्तावित नाही. नोंदणी नियम 1961 चे नियम 44 नुसार वाधीत होत नाही. याची मी/आम्ही कबुली देत आहोत. मी/आम्ही नोंदविलेल्या व्यवहारात भविष्यात कायद्यानुसार मुद्रांक शुल्क किंवा नोंदणी की कमी लावली/कमी पडली असल्यास ती शासन जमा करण्याची जवाबदारी घेणार देणार म्हणुन आमची राहील हे आम्हास कबुल आहे.व ती त्वरीत जमा कर.

मा.न्यायालयाने दिलेल्या निर्णयानुसार (मा.उच्चं न्यायालय नागपुर यांनी गोपाल व्दारकादास पांडे विरुध्द जिल्हाधिकारी मंडारा व इतर रिट पिटीशन कं 29/2003 मध्ये दिनांक 24/03/2003 रोजी दिलेल्या निकाल) देणार/विकेता यांचे मिळकतीचे मालकी हक्क (Title) तपासुन पहाण्याची जवाबदारी नोंदणी अधिका-याची नाही. (Title Verification) मालकी हक्काची पडताळणी करण्याची जवाबदारी ही ट्रान्सफर ऑफ प्रॉप्रटी बेंक्ट,1882 कलम 55 नुसार संवधीत व्यवहार करणा-या उभय पक्षकारांची असते याची मला/आम्हास पुर्ण जाणिव आहे. कबुल करतो.

स्थावर मिळकतीविषयी होतं असलेली फसवणूक/वनावट/संगनमत व त्या अनुषंगाने पोलीस स्टेशनमध्ये दाखल होत असलेले गुन्हे हे माझ्या दस्तऐवजातील मिळकतीविषयी होऊ नये म्हणुन नोंदणी अधिनियम 1908 चे कलम 82 तरतुदीचे अधिन राहुन मी/आम्ही प्रतिज्ञापत्र / घोषणापत्र लिहुन देत आहोत. तसेच मी/आम्ही नोंदणी प्रक्रीयेमध्ये कोणत्याही प्रकारचे गुन्हा घडणारे कृत्य केलेले नाही. भविष्यात कोणत्याही प्रकारचा कायदेशीर प्रश्न उदमवल्यास किंवा कोणतेही गुन्हे घडल्यास मी/आम्ही व दस्तऐवजातील सर्व निष्पादक पक्षकार व ओळख देणारे जवाबदार राहु, हे कबुल आहे. नोंदणी अधिनियम 1908 चे कलम 83 व भारतीय दंड संहिता 1960 मधील नमुद असलेल्या तरतुदीनुसार 7 वर्षाच्या शिक्षेस आम्ही पात्र राहुणार आहोत याची मला / आम्हाला पुर्णपणे जाणीव आहे. त्यामुळे हे प्रतिज्ञापत्र / घोषणापत्र सदर दस्ताचा भाग म्हणुन जोडत आहे.

लिहुन देणार

17.

सादीदार

1) BM Desai

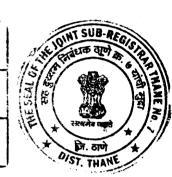
2)

निहुन घेषार जिल्ला



## माझे आधार, माझी ओळख





## माझे आधार, माझी ओळख



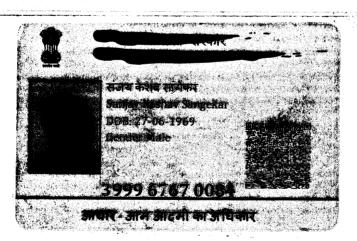
#### भारत सरकार Government of India

बशिरा मुश्ताक देसाई Bashira Mushtaq Desai जन्म तारीख / DOB : 15/07/1974 स्त्री / Female



8824 9035 8619

### आधार - सामान्य माणसाचा अधिकार





		मूल्यांकन पत्रव	रु ( शहरी क्षेत्र - बांधीव )		21 4 - 1 2022 02.12.20 PM
aluation ID 202304	216492				21 April 2023,03:13:30 Pi ਟਜ-
मूल्यांकनाचे वर्ष जिल्हा मूल्य विभाग उप मूल्य विभाग क्षेत्राचे नांव		ाग घोडबंदर गावातील भु- Nuncipal Corporation	भाग यु-। वगळता गावातील सर्व्हे नंबर /न. भू. क्रम	सर्व मिळकती र्सव्हे क्रमांक iiक : सर्व्हे नंबर#105	
Action in	<b>मूल्यदर रु.</b> ासी सदनिका 400	कार्यालय 103100	दुकाने 126800	औद्योगीक 103100	मोजमापनाचे एकक चौ. मीटर
बांधीव क्षेत्राची माहिती बांधकाम क्षेत्र(Built Up)- बांधकामाचे वर्गीकरण- उद्ववाहन सुविधा -	35.937चौ. मीटर 1-आर सी सी आहे	मिळकतीचा वापर- मिळकतीचे वय - मजला -	निवासी सदनिका 0 TO 2वर्षे 11th to 20th Floor	मिळकतीचा प्रकार बांधकामाचा दर- कार्पेट क्षेत्र-	- बांधीव Rs.26620/- 32.67चौ. मीटर
Sale Type - First Sale Sale/Resale of built up Prop मजला निहाय घट/वाढ	erty constructed after	er circular dt.02/01/2018 = 107.5 / 100	Apply to Rate= Rs.10900	5/-	
घसा-यानुसार मिळकतीचा ! 4) मुख्य मिळकतीचे मूल्य	प्रति चौ. मीटर मूल्यदर	= ( ( (109005- = Rs.109005/ = वरील प्रमाणे मूल्य दर	(27700) * (100 / 100 ) ) + /-	ा-यानुसार टक्केवारी )+ खुल्या जिम 27700 )	नीचा दर )
F) लगतच्या गच्चीचे/खुली बाल लगतच्या गच्चीचे/खुली बाल		= 109005 * 35.937 = Rs.3917312.685/- 9.62चौ. मीटर = 9.62 * ( 109005 * 4 = Rs.419451.24/-	0/100 )		
Applicable Rules	= 3, 9, 18, 19				- 10
एकत्रित अंतिम मूल्य	वाहन तळाचे मूल = A + B + C	वि मूल्य +तळघराचे मूल्य + मेझॅ य + खुल्या जमिनीवरील वाहन त + D + E + F + G + H + 85 + 0 + 0 + 0 + 0 + 419	ळाच मूल्य + इमारता नावताच्या ५ [ + J	गच्चीचे मूल्य(खुली बाल्कनी) + वरील ह्या जागेचे मूल्य + बंदिस्त बाल्कनी +	गच्चीचे मूल्य + बॉदस्त स्वयंचलित वाहनतळ



### Data of Bank Receipt for GRN MH000427383202324R **Bank - PUNJAB NATIONAL BANK**

Bank/Branch

Pmt Txn id

: 110423M366675

: 11/04/2023 11:26:32

**Print DtTime** 

Simple Receipt

**Pmt DtTime** ChallanIdNo

: 03006172023041050233

**GRAS GRN** 

: MH000427383202324R

District

: 1201 / THANE

**GRN Date** 

: 11/04/2023 12:32:12

Office Name

: IGR116 / THN4\_THANE NO 4 JOINT SUB REGISTRA

StDuty Schm

: 0030046401-75/ Stamp Duty(Bank Portal)

StDuty Amt

: Rs 3,33,200.00/- (Rs Three Lakh Thirty Three Thousand Two Hundred Rupees Only )

RgnFee Schm

RgnFee Amt

Only for verification Fee

Article

: B25

**Prop Myblty** 

: 47,60,000.00/-Consideration : Immovable

**Prop Descr** 

: FLAT NO 1104,11th FLOOR, WISTERIA SQUARE, BUILDING NO 13 , MIRA ROAD EAST

: THANE, Maharashtra

: 401107

uty Payer

: PAN-AHCPD2990H SHARAFAT ABDUL GAFUR DESAI

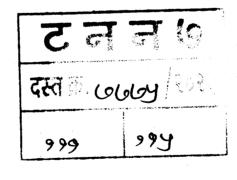
Other Party

: PAN-AADCR2486D RAJDEEP REALTORS PRIVATE LIMITED

: 12/04/2023 12/04/2023 9869023785

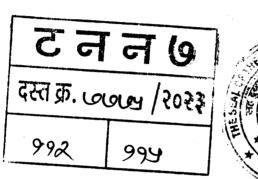
aced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userld	Defacement Amount
	(iS)-337-7775	0000515661202324	21/04/2023-15:26:13	IGR119	30000.00
		0000515661202324	21/04/2023-15:26:13	IGR119	333200.00
2	(iS)-337-7775	0000010001202021	Total Defacement Amount		3,63,200.00





कारे पृष्ठ Blank Page





337/7775

शुक्रवार,21 एप्रिल 2023 3:26 म.नं.

दस्त गोषवारा भाग-1

दस्त क्रमांक: 7775/2023

दस्त क्रमांक: टनन7 /7775/2023

बाजार मुल्य: रु. 43,36,764/-

मोबदला: रु. 47,60,000/-

भरलेले मुद्रांक शुल्क: रु.3,33,200/-

दु. नि. सह. दु. नि. टनन7 यांचे कार्यालयात

अ. क्रं. 7775 वर दि.21-04-2023

रोजी 3:17 म.नं. वा. हजर केला.

पावती:8419

पावती दिनांक: 21/04/2023

सादरकरणाराचे नाव: शराफत अब्दुल गफूर देसाई - -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2300.00

पृष्टांची संख्या: 115

एकुण: 32300.00

दस्त हजर करणाऱ्याची सही:

trar Thane 7

दस्ताचा प्रक्रार: करारनामा

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन)

मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का क्रं. 1 21 / 04 / 2023 03 : 17 : 45 PM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 21 / 04 / 2023 03 : 18 : 52 PM ची वेळ: (फी)



दस्त गोषवारा भाग-2

टनन7

दस्त क्रमांक:7775/2023

21/04/2023 3 33:57 PM

दस्त क्रमांक :टनन7/7775/2023 दस्ताचा प्रकार :-करारनामा

अनु क्र. 1 पक्षकाराचे नाव व पत्ता

नाव:शराफत अब्दुल गफूर देसाई - -पत्ताःप्लॉट नं: ए /102, माळा नं: -, इमारतीचे नाव: एक्कोर्ड, छेडा वय:-46 कॉम्प्लेक्स, ब्लॉक नं: मीरा रोड पूर्व ठाणे , रोड नं: नया नगर, गीता नगर च्या स्वाक्षरी:-पाठी फेस 5, महाराष्ट्र, ठाणे. पॅन नंबर:AHCPD2990H

लिहून घेणार ਰਧ:-46

पक्षकाराचा प्रकार

छायाचित्र



नाव:कुलसूंबी देसाई - -2 पत्ताःप्लॉट नं: ए /102, माळा नं: -, इमारतीचे नाव: एक्कोर्ड, छेडा वय :-35 कॉम्प्लेक्स, ब्लॉक नं: मीरा रोड पूर्व ठाणे , रोड नं: नया नगर, गीता नगर च्या स्वाक्षरी:-पाठी फेस 5, महाराष्ट्र, ठाणे. पॅन नंबर:AQFPD4831K

लिहून घेणार वय :-35 yei

वरील दस्तऐवज करुन देणार तथाकथीत करारनामा चा दस्त ऐवज करुन दिल्याचे कबुल करतात.

ओळख:-

्या उ. खालील इसम असे निवेदीत करतात की ते दस्तऐवज करुन देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र. पक्षकाराचे नाव व पत्ता

नाव:बशिरा मुश्ताक देसाई - -1 वय:48 पत्ता:दापोली रत्नागिरी पिन कोड:415712

स्वाक्षरी B.MJes छायाचित्र



अंगठ्याचा ठसा

नाव:संजय सांगेकर - -वय:45 पत्ता:भाईंदर पश्चिम पिन कोड:401101

स्वाक्षरी





खालील पक्षकाराची कबुली उपलब्ध नाही.

अनु क्र.

मे. राजदीप रियलटर्स प्रा ली चे भागीदार जयेश टी शाह याच्या तर्फे भव्य जयेश शाह यांच्या तर्फे कु मु म्हणून चंदन बबन मोरे :-प्लॉट नं: 76, माळा नं: -, इमारतीचे नाव: लक्ष्मी पेलेस, ब्लॉक नं: मधुरादास रोड, कांदिवली पश्चिम मुंबई, , रोड नं: -, महाराष्ट्र, मुम्बई.

AADCR2486D

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	Verification no/Vendor	GRI	√दिक्तले े . <b>७</b> ८७			Deface Number	Deface <b>≥</b> Date
	03006172023041050233	мно	0004273 <b>8) 20282</b> 4R	33 <b>.5300 64</b>	SD	q00051566120F24名	**/ *21/04/2023
DHC		210	4202309633	300	RF	2104202309633D	21/04/2023
DHC		210	4202309514	2000	RF	2104202309514D	21/04/2023
		MH(	000427383202324R	30000	RF	0000515661202324	21/04/2023
	eSBTR/Simple Receipt  DHC  DHC	Type Verification no/Vendor  Type 03006172023041050233  DHC DHC	Type Verification no/Vendor GRN  Type 03006172023041050233 MHC  DHC 210  DHC 210  AT 0	Type	Type   Verification no/Vendor   GRN/LGCC   And District   GRN/LGCC   And District   GRN/LGCC   And District   GRN/LGCC   And District   GRN/LGCC   GRN/L	Type Verification no/Vendor GRI/Lante Verification No/Vendor GRI/Lante Verification No/Vendor Att.  O3006172023041050233 MH00042736 200324R 333300 SD  DHC 2104202309633 300 RF  DHC 2104202309514 2000 RF	Type

7775 /2023

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दस्त गोषवारा भाग-2

टनन7 दस्त क्रमांक:7775/2023

02/05/2023 2 47:33 PM

दस्त क्रमांक :टनन7/7775/2023 दस्ताचा प्रकार :-करारनामा

अनु क्र. 1 पक्षकाराचे नाव व पत्ता

नावः मे. राजदीप रियुलटर्स प्रा ली चे भागीदार जयेश टी शाह याच्या तर्फे भव्य जयेश शाह यांच्या तर्फे कु मु म्हणून चंदन बबन मोरे -पत्ता:प्लॉट नं: 76, माळा नं: -, इमारतीचे नाव: लक्ष्मी पेलेस, ब्लॉक नं: मथुरादास रोड, कांदिवली पश्चिम मुंबई, , रोड नं: -, महाराष्ट्र, मुम्बई. पॅन नंबर:AADCR2486D

पक्षकाराचा प्रकार

लिहून देणार वय:-52 स्वाक्षरी:-

छायाचित्र

अंगठ्याचा ठसा



वरील दस्तऐवज कुरुन देणार तथाकथीत करारनामा चा दस्त ऐवज करुन दिल्याचे कबुल करतात. शिक्का क्र.3 ची वेळ:02 / 05 / 2023 02 : 45 : 29 PM

---- ज. खालील इसम असे निवेदीत करतात की ते दस्तऐवज करुन देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र. पक्षकाराचे नाव व पत्ता

नाव:अश्विनी पालकर - -वय:40 पत्ता:दापोली रत्नागिरी पिन कोड:415712

नाव:संजय सांगेकर - -2 वय:45 पत्ता:भाईंदर पश्चिम पिन कोड:401101



छायाचित्र



अंगठ्याचा ठसा





खालील पक्षकाराची कबुली उपलब्ध आहे .

पक्षकाराचे नाव व पत्ता अनु क्र.

प्लॉट नं: ए /102, माळा नं: -, इमारतीचे नाव: एक्कोर्ड, छेडा कॉम्प्लेक्स, ब्लॉक नं: मीरा रोड पूर्व ठाणे , रोड नं: नया नगर, गीता नगर च्या पाठी फेस 5, महाराष्ट्र, ठाणे.

AHCPD2990H

उपार पार . प्लॉट नं: ए /102, माळा नं: -, इमारतीचे नाव: एक्कोर्ड, छेडा कॉम्प्लेक्स, ब्लॉक नं: मीरा रोड पूर्व ठाणे , रोड नं: नया नगर, गीता नगर च्या पाठी फेस 5, महाराष्ट्र, ठाणे.

खालील पक्षकाराची कबुली उपलब्ध आहे .

अनु क्र.

2

पक्षकाराचे नाव व पत्ता

शराफत् अब्दुल गफूर देसाई - :-प्लॉट नं: ए /102, माळा नं: -, इमारतीचे नाव: एक्कोर्ड, छेडा कॉम्प्लेक्स,

AHCPD2990H कुलसूंबी देसाई - :-

प्लॉट नं: ए /102, माळा नं: -, इमारतीचे नाव: एक्कोर्ड, छेडा कॉम्प्लेक्स, AOFPD4831K

रिंग्स्य क्रितं प्रीसनोड पूर्व ठाणे , रोड नं परित्य प्री. ७७७५१

994 994



शिक्का क्र.4 ची वेळ:02 / 05 / 2023 02 : 46 : 25 PM

शिक्का क 5 ची वेळ: 02 / 05 / 2023 02 : 46 : 40 PM नोंदणी पुस्तक 1 मध्ये

Payment Details.  Used Deface Number Deface								Deface
sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	At	Deface Number	Date
٥,,		- / /-						
1	SHARAFAT ABDUL GAFUR	eSBTR/Simple Receipt	03006172023041050233	мН000427383202324R	333200.00	SD	0000515661202324	21/04/2023
	DESAI			2104202309633	300	RF	2104202309633D	21/04/2023
2		DHC			2000	RF	2104202309514D	21/04/2023
3		DHC		2104202309514	2000			
4	SHARAFAT ABDUL GAFUR DESAI	eSBTR/SimpleReceipt		पुमाणित व мнооо427383202324R एकूण	30000	ते क RF	्या दस्तामध्ये <sup>0000515661202324</sup> पान आहेत.	21/04/2023

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges इस्त पुस्तक क्र. १

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सह. दुय्यम निबंधक, वर्ग-२ ठाणे क्र.७ 12023

D.

02/05/2023

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.ठाणे 7

दस्त क्रमांक : 7775/2023

नोदंणी : Regn:63m

#### गावाचे नाव: घोडबंदर

(1)विलेखाचा प्रकार

करारनामा

(2)मोबदला

4760000

4336763.925

(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे) (4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)

1) पालिकेचे नाव:मिरा-भाईदर मनपा इतर वर्णन :, इतर माहिती: , इतर माहिती: मौजे - घोडबंदर वार्ड - यु2,विभाग - 8/34 नवीन सर्वे क्र.105,हिस्सा क्र. 1/2,मधील सदिनका क्र. 1104,11 वा मजला,बिल्डींग नं. 13,विस्टेरिया स्क्रेअर,मीरा रोड पूर्व. (32.67 चौ कारपेट क्षेत्र + खुली बालकनी क्षेत्र - 3.63 चौ मी व 5.89 चौ मी डक क्षेत्र)एकुण क्षेत्रफळ 42.19 चौ मी

कारपेट. सदर दस्तात नमूद केल्याप्रमाणे.( ( Survey Number : 105 /1,2 ; ) )

(5) क्षेत्रफळ

1) 32.67 चौ.मीटर

(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा

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

1): नाव:-मे. राजदीप रियलटर्स प्रा ली चे भागीदार जयेश टी शाह याच्या तर्फे भव्य जयेश शाह यांच्या तर्फे कु मुम्हणून चंदन बबन मोरे - वय:-52; पत्ता:-प्लॉट नं: 76, माळा नं: -, इमारतीचे नाव: लक्ष्मी पेलेस, ब्लॉक नं: मथुरादास रोड, कांदिवली पश्चिम मुंबई, , रोड नं: -, महाराष्ट्र, मुम्बई. पिन कोड:-400067 पॅन नं:-AADCR2486D

1): नाव:-शराफत अब्दुल गफूर देसाई - - वय:-46; पत्ता:-प्लॉट नं: ए /102, माळा नं: -, इमारतीचे नाव: एक्कोर्ड, छेडा कॉम्प्लेक्स, ब्लॉक नं: मीरा रोड पूर्व ठाणे, रोड नं: नया नगर, गीता नगर च्या पाठी फेस 5, महाराष्ट्र, ठाणे. पिन कोड:-401107 पॅन नं:-AHCPD2990H
2): नाव:-कुल्सूबी देसाई - - वय:-35; पत्ता:-प्लॉट नं: ए /102, माळा नं: -, इमारतीचे नाव: एक्कोर्ड, छेडा कॉम्प्लेक्स, ब्लॉक नं: मीरा रोड पूर्व ठाणे , रोड नं: नया नगर, गीता नगर च्या पाठी फेस 5, महाराष्ट्र, ठाणे. पिन कोड:-401107 पॅन नं:-AQFPD4831K

(9) दस्तऐवज करुन दिल्याचा दिनांक

21/04/2023

(10)दस्त नोंदणी केल्याचा दिनांक

02/05/2023

(11)अनुक्रमांक,खंड व पृष्ठ

7775/2023

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

333200

(13)बाजारभावाप्रमाणे नोंदणी शुल्क

30000

(14)शेरा

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :

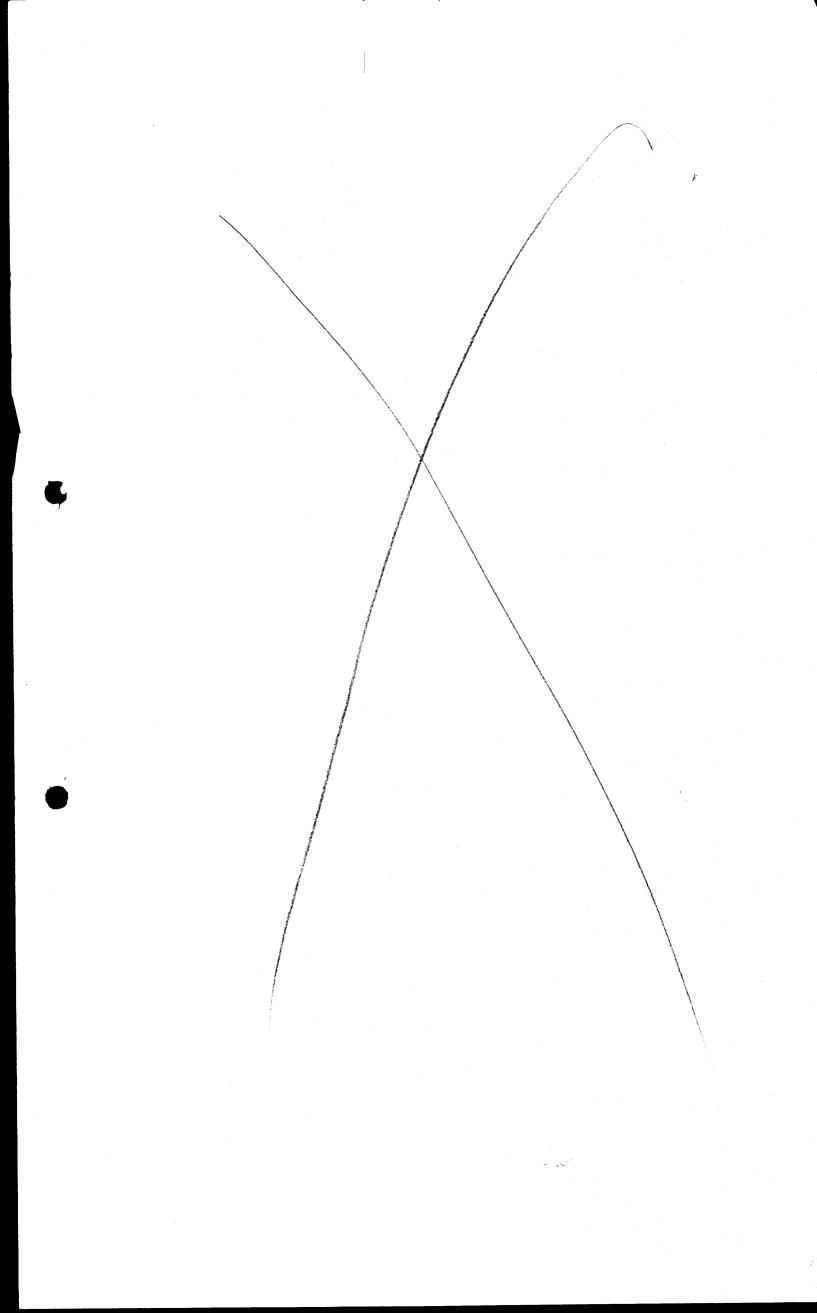
(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



#### **Payment Details**

sr.	Purchaser	Туре	Verification no/Vendor	GRN/Licence	Amount	Used At	Detace Number	Deface Date
1	SHARAFAT ABDUL GAFUR DESAI	eSBTR/Simple Receipt	03006172023041050233	MH000427383202324R			0000515661202324	21/04/2023
2		DHC		2104202309633	300	RF	2104202309633D	21/04/2023
3		DHC		2104202309514	2000	RF	2104202309514D	21/04/2023
4	SHARAFAT ABDUL GAFUR DESAI	eSBTR/SimpleReceipt	·	MH000427383202324R	30000	RF	0000515661202324	21/04/2023





Dated T	his Da	v of.		
	*****		*****	*****
RAJDEEP	REALTORS I	PVT LTD		
	Awa (	"]	THE PROM	OTER"
				AND
	ers (A. J. C.)			
SHRI/SMT/M/S	5			
		"AL	LOTTEE/S	5"

**AGREEMENT FOR SALE**