

76/13350

Thursday, July 20, 2023

2:40 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 15042 दिनांक: 20/07/2023

गावाचे नाव: नवघर

दस्तऐवजाचा अनुक्रमांक: टनन4-13350-2023

दस्तऐवजाचा प्रकार : करारनामा

मादर करणाऱ्याचे नाव: ओंकार प्रकाश मर्गज - -

नोंदणी फी

₹. 30000.00

दस्त हाताळणी फी

₹. 1640.00

पृष्ठांची संख्या: 82

एकूण:

₹. 31640.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे

3:01 PM ह्या वेळेस मिळेल.

Joint Sub Registrar, Thane 4

बाजार मूल्य: ₹.5260306.59 /-

मोबदला ₹.9961500/-

भरलेले मुद्रांक शुल्क : ₹. 697350/-

सह. दुय्यम निबंधक वर्ग-२
ठाणे. क्र. ४

1) देयकाचा प्रकार: DHC रकम: ₹.1640/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1907202306187 दिनांक: 20/07/2023

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रकम: ₹.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH005416992202324E दिनांक: 20/07/2023

बँकेचे नाव व पत्ता:

O.P. Massey
मुळ दस्तऐवज परत मिळाला



सूची क्र.2

दुय्यम निबंधक : सह दु.नि. ठाणे 4

20/07/2023

दस्त क्रमांक : 13350/2023

नोंदणी :

Regn:63m

गावाचे नाव : नवघर

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	9961500
(3) बाजारभाव(भाडेपट्ट्याच्या वाववितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	5260306.59
(4) भू-मापन, पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:मिरा-भाईंदर मनपा इतर वर्णन : , इतर माहिती: मौजे नवघर तालुका व जिल्हा ठाणे येथील जुना सर्वे नं.430, नविन सर्वे नं.95, हिस्सा नं.2 वर वसलेली इमारत वासुदेव पेंराडाईस मधील सदनिका क्र.704, मातवा मजला, ए बिंग चे क्षेत्रफळ 54.09 चौ.मी.(कारपेट)चा करारनामा. (Survey Number : सर्वे नं.95, हिस्सा नं.2 ;)
(5) क्षेत्रफळ	1) 54.09 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात अमेन तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:-मे. एरीस्टोन डेव्हलपर्स चे भागिदार संतोष सी. सामल तर्फे कु.मु.म्हणून विशेष म्हात्रे -- वय:-24; पत्ता:- प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं: शॉप नं.141/142, वासुदेव स्काय हाय, कमिश्नर बंगलो जवळ, कनाकिया रोड, मिरारोड पूर्व, महाराष्ट्र, ठाणे. पिन कोड:-401107 पॅन नं:-ABOFA1411G
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:-ओंकार प्रकाश मर्गज -- वय:-27; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं: वी-3, परशुराम अपार्टमेंट, आचोळे रोड, केसरी पार्क, अंबावाडी, नालामोपारा पूर्व., महाराष्ट्र, ठाणे. पिन कोड:-401209 पॅन नं:-CPDPM4536B 2): नाव:-प्रकाश अनंत मर्गज -- वय:-60; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं: वी-3, परशुराम अपार्टमेंट, तुळीज रोड, अंबावाडी, केसरी पार्क जवळ, नालामोपारा पूर्व, वसई., महाराष्ट्र, ठाणे. पिन कोड:-401209 पॅन नं:-AFJPM0773Q 3): नाव:-प्रतिभा प्रकाश मर्गज -- वय:-55; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं: वी-3, परशुराम अपार्टमेंट, तुळीज रोड, अंबावाडी, केसरी पार्क जवळ, नालामोपारा पूर्व, वसई., महाराष्ट्र, ठाणे. पिन कोड:-401209 पॅन नं:-CKOPM7474E
(9) दस्तऐवज करून दिल्याचा दिनांक	20/07/2023
(10) दस्त नोंदणी केल्याचा दिनांक	20/07/2023
(11) अनुक्रमांक, खंड व पृष्ठ	13350/2023
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	697350
(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	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	MS ARISTONE DEVELOPERS	eChallan	03006172023071900647	MH005416992202324E	697350.00	SD	0002817421202324	20/07/2023
2		DHC		1907202306187	1640	RF	1907202306187D	20/07/2023
3	MS ARISTONE DEVELOPERS	eChallan		MH005416992202324E	30000	RF	0002817421202324	20/07/2023

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



सह. दुय्यम निबंधक वर्ग-२
ठाणे. क्र. ४

मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)					
Valuation ID	202307204997	20 July 2023,02:26:20 PM			
टनन ४					
मूल्यांकनाचे वर्ष	2023				
जिल्हा	ठाणे				
मूल्य विभाग	तालुका : ठाणे				
उप मूल्य विभाग	11/41-डब्ल्यु) भु-विभाग नवघर गांवातील वरील विभाग " व्ही " मधील मिळकती वगळता उरलेल्या उत्तरेकडील सर्व मिळकती				
क्षेत्राचे नांव	Mira Bhaindar Municipal Corporation	सर्व्हे नंबर /न. भू. क्रमांक :	सर्व्हे नंबर#95		
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.					
खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	मोजमापनाचे एकक
26920	84200	90000	105200	90000	चौ. मीटर
बांधीव क्षेत्राची माहिती					
बांधकाम क्षेत्र (Built Up)-	59.499चौ. मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-	बांधीव
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय -	0 TO 2वर्षे	बांधकामाचा दर-	Rs.26620/-
उद्दवाहन सुविधा -	आहे	मजला -	5th to 10th Floor	कार्पेट क्षेत्र-	54.09चौ. मीटर
Sale Type - First Sale					
Sale/Resale of built up Property constructed after circular dt.02/01/2018					
मजला निहाय घट/वाढ		= 105 / 100 Apply to Rate= Rs.88410/-			
घसा.यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर		= ((वार्षिक मूल्यदर * खुल्या जमिनीचा दर) * घसा.यानुसार टक्केवारी) + खुल्या जमिनीचा दर)			
		= (((88410-26920) * (100 / 100)) + 26920)			
		= Rs.88410/-			
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र				
	= 88410 * 59.499				
	= Rs.5260306.59/-				
Applicable Rules	= 3, 9, 18, 19				
एकत्रित अंतिम मूल्य	- मुख्य मिळकतीचे मूल्य + तळघराचे मूल्य + मेझनार्चिन मजला क्षेत्र मूल्य + लगतच्या गळीचे मूल्य (खुली बाल्कनी) + वरील गळीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + बंदिस्त बाल्कनी + स्वयंचलित वाहनतळ = A + B + C + D + E + F + G + H + I + J = 5260306.59 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 = Rs.5260307/- = २ बावन्न लाख साठ हजार तीन शे सात/-				

Home

Print

सह. दुय्यम निबंधक वर्ग-२
 ठाणे. क्र. ४

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दस्त क्र. 93350/2023	
9	12





CHALLAN
MTR Form Number-6



GRN	MH005416992202324E	BARCODE			Date	19/07/2023-14:07:23	Form ID	25.2			
Department	Inspector General Of Registration			Payer Details							
Type of Payment	Stamp Duty Registration Fee			TAX ID / TAN (If Any)							
				PAN No.(If Applicable)							
Office Name	THN4_THANE NO 4 JOINT SUB REGISTRA			Full Name	MS ARISTONE DEVELOPERS						
Location	THANE										
Year	2023-2024 One Time			Flat/Block No.	FLAT NO 704,7TH FLOOR,A WING,VASUDEV						
				Premises/Building	PARADISE						
Account Head Details		Amount In Rs.									
0030046401	Stamp Duty	697350.00		Road/Street	VILLAGE NAVGHAR,TALUKA AND DISTRICT THANE						
0030063301	Registration Fee	30000.00		Area/Locality	NAVGHAR,						
				Town/City/District							
				PIN		4	0	1	1	0	5
				Remarks (If Any)	SecondPartyName=OMKAR PRAKASH MARGAJ-						
				Amount In	Seven Lakh Twenty Seven Thousand Three Hundred Fif						
Total		7,27,350.00		Words	ty Rupees Only						
Payment Details				FOR USE IN RECEIVING BANK							
PUNJAB NATIONAL BANK				Bank CIN	Ref. No.	03006172023071900647	5125036732				
Cheque-DD Details				Bank Date	RBI Date	19/07/2023-14:08:20	Not Verified with RBI				
Name of Bank				Bank-Branch		PUNJAB NATIONAL BANK					
Name of Branch				Scroll No. , Date		Not Verified with Scroll					

Department ID :

Mobile No. :

0000000000

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

सदर चलन केवल दुयम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

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दस्त क्र. १३३५०/२०२३	
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CHALLAN
MTR Form Number-6



GRN MH005416992202324E	BARCODE	Date 19/07/2023-14:07:23	Form ID 25.2
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Department Inspector General Of Registration		Payer Details	
Type of Payment Stamp Duty Registration Fee	TAX ID / TAN (If Any)		
	PAN No.(If Applicable)		
Office Name THN4_THANE NO 4 JOINT SUB REGISTRA	Full Name	MS ARISTONE DEVELOPERS	
Location THANE			
Year 2023-2024 One Time	Flat/Block No.	FLAT NO 704,7TH FLOOR,A WING,VASUDEV	
	Premises/Building	PARADISE	

Account Head Details	Amount In Rs.					
0030046401 Stamp Duty	697350.00	Road/Street	VILLAGE NAVGHAR,TALUKA AND DISTRICT THANE			
0030063301 Registration Fee	30000.00	Area/Locality	NAVGHAR,			
		Town/City/District				
		PIN		4	0	1 1 0 5
		Remarks (If Any)	SecondPartyName=OMKAR PRAKASH MARGAJ-			
		Amount In	Seven Lakh Twenty Seven Thousand Three Hundred Fif			
		Words	ty Rupees Only			
Total	7,27,350.00					



Payment Details PUNJAB NATIONAL BANK		FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	03006172023071900647	5125036732
Cheque/DD No.		Bank Date	RBI Date	19/07/2023-14:08:20	Not Verified with RBI
Name of Bank		Bank-Branch	PUNJAB NATIONAL BANK		
Name of Branch		Scroll No. , Date	1 , 20/07/2023		

Department ID : 0000000000
 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 सदर चलन केवल दुर्यम निबंधक कार्यालयात नोंदणी करायच्या दस्तावेजात वागू नये. नोंदणी न करायच्या दस्तावेजात वागू नये. चलन लागू नाही.

दस्त क्र. 93340/2023
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Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userld	Defacement Amount
1	(IS)-76-13350	0002817421202324	20/07/2023-14:40:22	IGR116	30000.00

GRN : MH005416992202324E Amount : 7,27,350.00

Bank : PUNJAB NATIONAL BANK Date : 19/07/2023-14:07:23

2	(iS)-76-13350	0002817421202324	20/07/2023-14:40:22	IGR116	697350.00
Total Defacement Amount					7,27,350.00

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दस्ता क्र. १३३५० / २०२३	
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Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 1907202306187	Date 19/07/2023
Received from , Mobile number 0000000000, an amount of Rs.1640/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R.Thane 7 of the District Thane.	
Payment Details	
Bank Name SBIN	Date 19/07/2023
Bank CIN 10004152023071905775	REF No. 320053435291
This is computer generated receipt, hence no signature is required.	

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दस्त क्र. १३३५०/२०२३	
५	८२

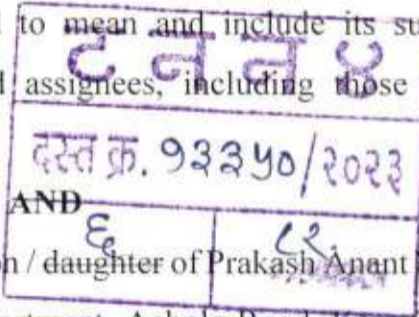


AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this 20 day of 07 2023.

By and Between

ARISTONE DEVELOPERS, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at Shop No. 141/142, Vasudev Sky High, Nr. Commissioner bungalow, Kanakiya Road, Mira Road (E), PAN ABOFA1411G, hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors, interest, executors, administrators and permitted assignees, including those of the respective partners).



MR OMKAR PRAKASH MARGAJ son / daughter of Prakash Anant Margaj, aged about 27 years, residing at B-3, Parshuram Apartment, Achole Road, Kesari Park, Ambawadi, Nallasopara (East), Thane, Maharashtra, 401209 & **MR PRAKASH ANANT MARGAJ** son / daughter of Anant Narayan Margaj, aged about 60 years, residing at B/3 Parshuram Apartment, Tulinj Road, Ambawadi, Near Kesari Park, Nallasopara East, Vasai, Thane, Nallasopara E, Maharashtra, 401209 & **MRS PRATIBHA PRAKASH MARGAJ** w/o / daughter of Prakash Margaj, aged about 55 years, residing at B/3, Parshuram Apartment, Tulinj Road, Ambawadi, Near Kesari Park, Nallasopara East, Vasai, Thane, Nallasopara E, Maharashtra, 401209 hereinafter called the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors in interest and permitted assignees).
The Promoter and Allottee shall hereinafter collectively be referred to as the "**Parties**" and individually as "**Party**".

C.P. Margaj

P.A. Margaj

P.P. Margaj

WHEREAS:

- a. WHEREAS. All that piece or parcel of Land Bearing Old Survey No. 430, New Survey No. 95/2, 4000 Sq mt. situated. Lying and being at village Navghar, Taluka District Thane, within the limits of Mira Bhayander Municipal Corporation (hereinafter referred to as the 'said Land') was originally owned by (1) Kamlakar Babaji Patil. (2) Harishchandra Bravua Patil (3) Kantilal Babulal Patil, (4) Smt. Chandrabai Vishnu Mhatre, (5) Smt, Gulab Bhasker Patil, (6) Smt. Babibai Baburao Patil (7) Smt. Hemlata Ravindra Patil (8) Shri. Jayaram anna patil (9) Kum. Arpana Jayram Patil (10) Kum. Pramila Jayram Patil (11) Kum. Vaishali Jayram Patil (12) Kum. Aruna Jayram Patil. (13) Kum. Vijaya Jayaram Patil and (14) Master Vishal Jayaram Patil. (Hereinafter referred to as "Original Owners")
- b. The Said Original Owners by an and under an agreement dated 11th July 1993 had assigned the Development rights of the said properties to One M/s Salasar Land DEVELOPERSs, at or for the consideration and on the terms and conditions therein
- c. In pursuant to the said Agreement dated 11th July 1993, the said original Owners have also executed General Power of Attorney dated 11th July 1993 in favour of Partners of the said M/s Salasar Land DEVELOPERSs, to do all acts, deeds and matter contained therein
- d. The Said M/s Salasar Land DEVELOPERSs by and under an agreement of Development dated 21st September, 1993 had assigned the Development rights admeasuring 5000 Sq. mtrs out of the said properties to one Mr. K.S Jhunjhunwala, at or for the consideration and on the terms and conditions contained therein.
- e. The Said Original Owners by and under an agreement dated 28th March 2001 had agreed to sell and transfer the said properties to M/s Ravi Development at or for the consideration and on the terms and conditions contained therein
- f. The Said Original Owners had also executed General Power of Attorney dated 28th March 2001 in favour of Partner of Ravi Development viz. Jayesh .T Shah and Ketan T.Shah in respect of the said properties to do all acts, deeds and matter contained therein

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दस्त क्र. १२३५०	२०२३
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The Said Mr. K.S Jhunjhunwala by and under an Agreement dated 9th Septmeber 2004 had assigned the development rights of the said admeasuring 5000 Sq mts out of the said properties to Ravi Development at or for the consideration and on the terms and conditions contained therein

- h. The Said M/s. Salasar Land DEVELOPERSs by and under an agreement to assign

O.P. Merges

P.A. Merges

P.P. Merges

dated 10th September 2005, have assigned the development rights of admeasuring area 45,279 sq. yards out of the said properties to M/s Ravi Development at or for the consideration and on terms and conditions contained therein

- i. In pursuant to the said Agreement to assign dated 10th September 2005 the partners of the Said M/s Salasar Land DEVELOPERSs have also executed Power of attorney dated 10th September, 2005 in favour of Partners of M/s Ravi Development in respect of the said admeasuring area 45,279 sq yards out of the said properties, to do all acts, deeds and Matter contained therein
- j. By and under an order dated 18th October 2001 bearing no. ULC/TA/ATP/WSHS-20/SR. 1830 the office of the Additional Collector and Competent Authority, Thane Urban Agglomeration, Thane has granted exemption to the original owners in respect of said properties bearing Old Survey No. 430, New Survey No. 95/2, 4000 Sq mt. situated. Lying and being at village Navghar, Taluka District Thane, within the limits of Mira Bhayander Municipal Corporation under Section 20 of Urban Land (Ceiling & Regulation) Act, 1978 to develop the aforesaid properties

AND WHEREAS,

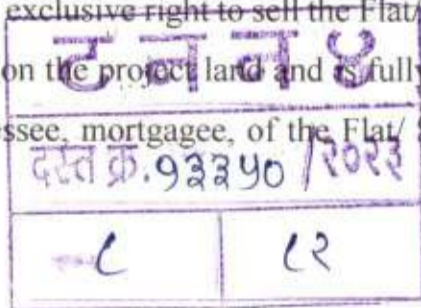
The Promoters of Aristone Developers purchased the said land from Ravi Development vide agreement dated 13.05.2019 Vide registration No. TNN 4-5384-2019 registered at Mira-Bhayander Sub-registrar Office vide Receipt No 6478.

AND WHEREAS

The Promoter has floated the ownership scheme on the said Land under the name and style of "VASUDEV PARADISE" comprising of various buildings consisting of residential units and commercial units. hereinafter referred as "Said Project" and admeasuring 11034.72 sq. mtrs.,

AND WHEREAS

The Promoter has completed all the legal formalities with respect to the right, title and interest in respect of the project land on which the said project is to be constructed. The Promoter herein alone has sole and exclusive right to sell the Flat/ Shops in the said project to be constructed by the Promoter on the project land and is fully competent to enter into agreement/s with the Allottee/s, lessee, mortgagee, of the Flat/ Shops and to receive the sale price in respect thereof.



AND WHEREAS

The Promoter has entered into a standard agreement with its Architects, viz **Anish and**

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Associates (hereinafter referred to as "the Architect"), who are registered with the Council of Architecture, and such agreement is as per the agreement prepared by the Council of Architecture, and the Promoter has appointed a structural engineer for the preparation of the structural design and drawings of the said project/buildings, and the Promoter accepts the professional supervision of the Architect and structural engineer till the completion of the said project.

AND WHEREAS

The Promoter has undertaken to construct on the project a Wing having Ground + Podium + 21 Floors.

AND WHEREAS

The Allottee has offered to purchase an Flat/ Shop bearing number Flat/shop-No, 704 on the 7th floor, (herein after referred to as the said "Flat/ Shop") in the A wing of the Building called **Vasudev Paradise** (herein after referred to as the said "Building").

AND WHEREAS

The Allottee/s herein has demanded from the Promoter and the Promoter has given inspection to the Allottee/s, of all the documents of title relating to the said project hereunder written and also the plans, designs and specifications of the said building prepared by the Architect and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "**The Said Act**") and rules and regulations made thereunder. After the Allottee/s enquiry, the Promoter herein has requested to the Allottee/s to carry out independent search by appointing his/her/their own attorney/advocate and to ask any queries, he/she/they have regarding the marketable title and rights and authorities of the Promoter. The Allottee/s has/have satisfied

himself/herself/themselves in respect of marketable title and rights and authorities of the Promoter herein. That the allottee has given his specific confirmation herein that the responsibility of title of the said land be on the DEVELOPERS up and until the conveyance of the said building/phase/ wing and the said land thereunder.

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AND WHEREAS

The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Flat/ Shops are to be constructed have been annexed hereto

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and marked as **Annexure 'A' and 'B'**, respectively

AND WHEREAS

The authenticated copies of the sanction vide Commencement Certificate issued by the concerned Local Authority have been annexed hereto and marked as **Annexure C1**.

AND WHEREAS

The authenticated copies of the plans of the Layout of the said phase as proposed by the Promoter and approved by the concerned Local Authority and according to which the construction of the buildings and open spaces are proposed to be provided for on the said phase have been annexed hereto and marked as **Annexure C2**,

AND WHEREAS

The copy of the proposed layout plan and the proposed building/phase/wing plan showing future proposed development as disclosed by the DEVELOPERS in his registration before the RERA authority and further disclosures on the website as mandated by the DEVELOPERS have been annexed hereto and marked as **Annexure C2A**

AND WHEREAS

The clear block plan showing the project (phase/ wing) which is intended to be constructed and to be sold and the said unit which is intended to be bought by the allottee is in this said project (phase/wing) which is clearly demarcated and marked and which is for the purposes of this agreement the project in which the unit stated that the allottee intends to purchase and the allottee shall have the right to claim the same for is marked as **Annexure C3**

AND WHEREAS

The authenticated copies of the plans and specifications of the Flat/ Shop agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **Annexure D**

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AND WHEREAS

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

AND WHEREAS

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

ANDWHEREAS

The purchaser is given inspection of all relevant documents and explained that this building is part of larger project with common sanction plan and being built in phases.

AND WHEREAS

The Promoter has in compliance with rules, regulations and restrictions of the concerned local authority which are to be observed and performed by the Promoter while constructing/developing the said project has accordingly commenced construction/development of the same.

AND WHEREAS

The allottee has agreed to purchase the said unit based on going through all the conditions stated in the sanctioned plans by respective competent authorities and have further confirmed that all such conditions shall be bound and abided by the allottee strictly.

AND WHEREAS

The allottee on confirmation of accepting all the conditions of sanctioned plans by competent authority, has further stated that if any conditions that have been imposed on the said project/ building/ phase/ wing which are contrary to the prevalent laws/ rules/ regulations under which sanctioned plans have been given shall not be binding on the allottee and that the allottee shall not hold the DEVELOPERS responsible for the such contrary conditions.

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AND WHEREAS

The allottee has independently made himself aware about the specifications provided by the promoter and he is aware of the limitations, usage policies and maintenance of the installed items, fixtures and fittings.

AND WHEREAS

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P. P. Merges

The allottee has been shown the conditions of contracts with the vendors/ contractors/ manufacturers And workmanship and quality stands of products/fittings and fixtures as agreed between promoter and the vendors and on independently verifying the same the allottee has now agreed to the same as conditions mentioned in these contracts and that the allottee agrees to abide by the same failure of which shall absolve the promoter to that extent.

AND WHEREAS,

The Promoter has registered the said project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Mumbai on 14.06.2019 under registration no P51700021181 have been annexed and marked as **Annexure F**

AND WHEREAS

The Allottee has applied for Flat/-Shop in the said project for Flat/ Shop no. **704** having carpet area of **54.09** square metres, on **7th** floor in [building] no. **A Wing** being constructed in the said project along with a ~~garage/parking/closed parking~~ no. ----- admeasuring ----- square metre (hereinafter referred to as **the said Flat/ Shop**” which are more particularly described in **Schedule I and Schedule II** and the floor plan of the Flat/ Shop is annexed hereto and marked as **Annexure E**);

AND WHEREAS

Relying upon the aforesaid application, the Promoter has agreed to allot and sell to the Purchaser/s, the said Flat/ Shop at the price and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing.

AND WHEREAS

The carpet area of the said Flat/ Shop is **54.09** square meters and "carpet area" means the net usable floor area of an Flat/ Shop, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat/ Shop for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Flat/ Shop for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Flat/ Shop.

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AND WHEREAS,

The Allottee/s prior to execution of these presents has paid to the Promoter a sum of

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Rs. 1,00,000/- (Rupees One Lakh Only), being part payment of the sale price of the Flat/ Shop agreed to be sold by the Promoter to the Allottee/s as advance payment or deposit (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s has agreed to pay the remaining price of the Flat/ Shop as prescribed in the payment plan as may be demanded by the Promoter within the time and the manner specified therein.

AND WHEREAS

The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein; The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the said project.

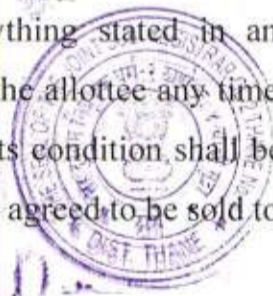
AND WHEREAS

Subject to otherwise agreed, reserved and provided herein, the Promoter has agreed to sell and the Allottee/s hereby agrees to purchase the Flat/ Shop and the garage/parking/closed parking (if any) as specified in Schedule I & II.

AND WHEREAS

The Promoter in compliance of section 13(1) of the Real Estate (Regulation and Development) Act, 2016 is required to execute a written Agreement for sale of the said Flat/ Shop in favour of the Allottee/s, being in fact these presents and also to register said Agreement for sale under the Registration Act, 1908, the parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence this presents.

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Notwithstanding anything stated in any other document/ allotment/ letter given or communicated with the allottee any time prior, this agreement shall be considered as the only document and its condition shall be read as the only conditions valid and basis for which the said unit is agreed to be sold to the allottee.

AND WHEREAS

This agreement shall remain in force and shall not merge into any other agreement save and except the conveyance deed as stated herein below.

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AND WHEREAS

This agreement does not preclude, diminish the rights of any financial institutions, fund, registered money lender for which finance has been taken for the project and the same can be claimed by them under the statutory claims and that this does not in any way affect the right of the allotted in respect of his unit in the said project.

AND WHEREAS

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

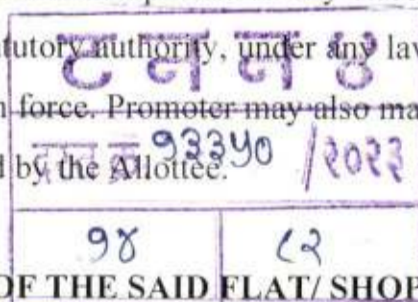
And that the allottee has not given any third party any rights to enforce this said agreement unless the said unit is transferred to the them.

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

1. CONSTRUCTION OF THE PROJECT/FLAT/ SHOP:

The Promoter shall construct the said building/s consisting of 1 ground/ stilt, 1 podium, and 21 upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations and modifications which may adversely affect the Flat/ Shop of the Allottee/s except any alterations or additions or modifications in the sanctioned plans, layout plans and specifications of the buildings or common areas of the said phase which are required to be made by promoter in compliance of any direction or order, etc. issued by, the competent authority or statutory authority, under any law of the State or Central Government, for the time being in force. Promoter may also make such minor additions and alterations as may be required by the Allottee.



2. CONSIDERATION/PRICE OF THE SAID FLAT/ SHOP:

2.1. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Flat/ Shop-No. 704 of the type ----- of carpet area admeasuring 54.09 sq. metres on 7th floor in the building A wing (hereinafter referred to as "the Flat/ Shop") as shown in the Floor plan thereof hereto annexed and marked Annexures D and E for the consideration of

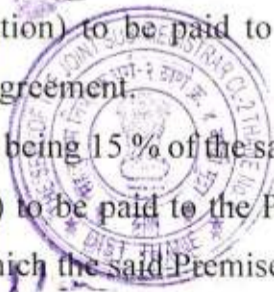
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Rs.99,61,500/- (Rupees Ninety Nine Lakh Sixty One Thousand Five Hundred Only) including Rs. ----- being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the limited common areas and facilities which are more particularly described in the Schedule III annexed herewith.

- 2.2. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage/parking/ bearing Nos ----- situated at ----- Ground Floor and/or stilt and /or ----- podium being constructed in the layout for the consideration of Rs. -----/
- 2.3. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos ----- situated at --- -- Ground Floor and/or stilt and /or ----- podium being constructed in the layout for the consideration of Rs. -----/. Further that the purchaser shall not in the future raise any dispute about the suitability of the said parking space as constructed by the developers.
- 2.4. The total aggregate consideration amount for the Flat/ Shop including garage/parkings/covered parking spaces is thus **Rs.99,61,500/- (Rupees Ninety Nine Lakh Sixty One Thousand Five Hundred Only)**
- 2.5. The Allottee/s agrees and understands that timely payment towards purchase of the said Flat/ Shop as per payment plan/schedule hereto is the essence of the Agreement. The Allottee has paid on or before execution of this agreement a sum of **Rs. 1,00,000/- (Rupees One Lakh Only)** as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of **Rs. 98,61,500/- (Rupees Ninety Eight Lakh Sixty One Thousand Five Hundred Only)** in the following manner:
- i) **Rs. 8,96,150 /-** being 10% of the said Consideration (not exceeding 30% of the total consideration) paid to the Promoter before the execution of this Agreement.
- ii) **Rs. 14,94,225/-** being 15% of the said Consideration (not exceeding 45 % of the total consideration) to be paid to the Promoter within 21 days from the execution of this Agreement.
- iii) **Rs. 14,94,225/-** being 15 % of the said Consideration (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the Plinth of the said Building in which the said Premises is located
- iv) **Rs. 1,99,230/-** being 2% of the said Consideration (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of 1st slab including podium and stilt of the said Building in which the said Premises is Located.

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v) Rs. 1,99,230/- being 2% of the said Consideration (not exceeding 80 % of the total consideration) to be paid to the Promoter on completion of 2nd slab of the said Building in which the said Premises is located.

vi) Rs. 1,99,230/- being 2% of the said Consideration (not exceeding 85 % of the total consideration) to be paid to the Promoter on completion of 3rd slab of the said Building in which the said Premises is located.

vii) Rs. 1,99,230/- being 2% of the said Consideration (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of 4th slab of the said Building in which the said Premises is located.

viii) Rs. 1,99,230/- being 2% of the said Consideration to be paid to the Promoter on completion of 5th slab of the said Building in which the said Premises is located.

ix) Rs. 1,99,230/- being 2% of the said Consideration to be paid to the Promoter on completion of 6th slab of the said Building in which the said Premises is located.

x) Rs. 1,99,230/- being 2% of the said Consideration to be paid to the Promoter on completion of 7th slab of the said Building in which the said Premises is located.

xi) Rs. 1,99,230/- being 2% of the said Consideration to be paid to the Promoter on completion of 8th slab of the said Building in which the said Premises is located.

xii) Rs. 1,99,230/- being 2% of the said Consideration to be paid to the Promoter on completion of 9th slab of the said Building in which the said Premises is located.

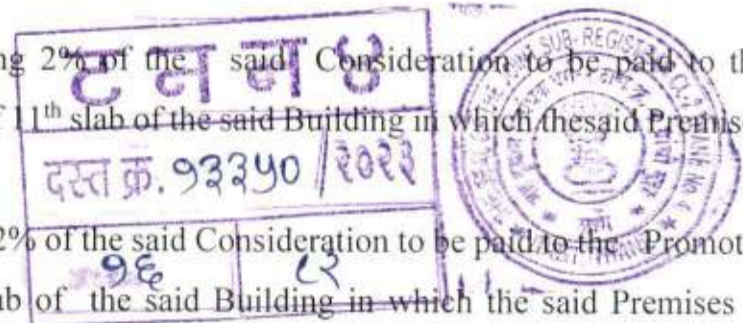
xiii) Rs. 1,99,230/- being 2% of the said Consideration to be paid to the Promoter on completion of 10th slab of the said Building in which the said Premises is located.

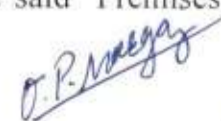
xiv) Rs. 1,99,230/- being 2% of the said Consideration to be paid to the Promoter on completion of 11th slab of the said Building in which the said Premises is located

xv) Rs. 1,99,230/- being 2% of the said Consideration to be paid to the Promoter on completion of 12th slab of the said Building in which the said Premises is located

xvi) Rs. 1,99,230/- being 2% of the said Consideration to be paid to the Promoter on completion of 13th slab of the said Building in which the said Premises is






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xvii) Rs. 1,99,230/- being 2% of the said Consideration to be paid to the Promoter on completion of 14th slab of the said Building in which the said Premises is located

xviii) Rs. 1,99,230/- being 2% of the said Consideration to be paid to the Promoter on completion of 15th slab of the said Building in which the said Premises is located

xix) Rs. 1,99,230/- being 2% of the said Consideration to be paid to the Promoter on completion of 16th slab of the said Building in which the said Premises is located

xx) Rs. 1,99,230/- being 2% of the said Consideration to be paid to the Promoter on completion of 17th slab of the said Building in which the said Premises is located

xxi) Rs. 1,99,230/- being 2% of the said Consideration to be paid to the Promoter on completion of 18th slab of the said Building in which the said Premises is located

xxii) Rs. 1,99,230/- being 2% of the said Consideration to be paid to the Promoter on completion of 19th slab of the said Building in which the said Premises is located

xxiii) Rs. 1,99,230/- being 2% of the said Consideration to be paid to the Promoter on completion of 20th slab of the said Building in which the said Premises is located

xxiv) Rs. 1,99,230/- being 2% of the said Consideration to be paid to the Promoter on completion of 21st slab of the said Building in which the said Premises is located

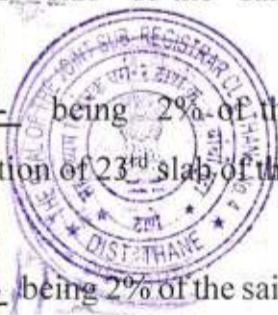
xxv) Rs. 1,99,230/- being 2% of the said Consideration to be paid to the Promoter on completion of 22nd slab of the said Building in which the said Premises is located

xxvi) Rs. 1,99,230/- being 2% of the said Consideration to be paid to the Promoter on completion of 23rd slab of the said Building in which the said Premises is located

xxvii) Rs. 1,99,230/- being 2% of the said Consideration to be paid to the Promoter on completion of 24th slab of the said Building in which the said Premises is located

xxviii) Rs. 2,98,845/- being 3% of the said Consideration to be paid to the Promoter on completion of the Block work of the respective flats of the said Building in which the said Premises is located.

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xxix) Rs. 1,99,230/- being 2% of the said Consideration to be paid to the Promoter on completion of the internal and external plaster of the said Building in which the said Premises is located.

xxx) Rs. 99,615/- being 1% of the said Consideration to be paid to the Promoter on completion of the floorings, tiling work of the said Building in which the said Premises is located.

xxxi) Rs. 99,615/- being 1% of the said Consideration to be paid to the Promoter on completion of the plumbing work, doors and windows fittings, concealed work of the said Building in which the said Premises is located.

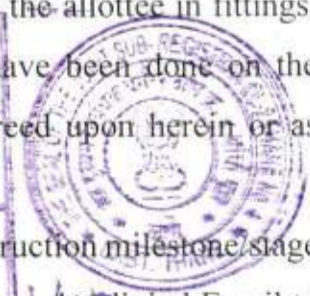
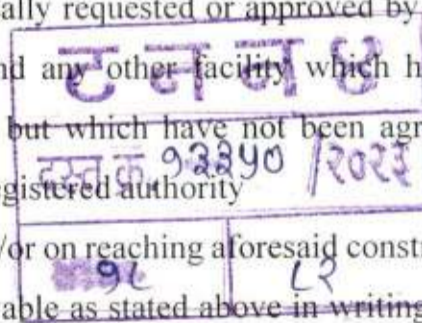
xxxii) Rs. 4,98,075/- being 5% of the said Consideration to be paid to the Promoter at the time of Promoters handing over possession of the said Premises to the Purchaser/s.

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

- 2.6. The Total Price is escalation free, save and except increases which the Allottee hereby agrees to pay, 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 from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. The promoter may charge the allottee separately for any upgradation/ changes specifically requested or approved by the allottee in fittings, fixtures and specifications and any other facility which have been done on the allottees request or approval but which have not been agreed upon herein or as shown in the website of the registered authority

- 2.7. The Promoter herein on due date/ or on reaching aforesaid construction milestone/ stage shall intimate the amount payable as stated above in writing or by digital Email to the Allottee and the Allottee shall make payment of such due amount to the Promoter within seven days from date of receiving such intimation. The Allottee herein specifically agrees that he/she/they shall pay the aforesaid amount along with the service tax, VAT, GST and such other taxes, cesses, charges etc. without any delay









along with each installment.

- 2.8. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter. OR Payment of any installments if made in advance shall be adjusted to the next installments as mentioned above. No interest shall be paid by the Promoter for such advance payments made by the Allottee or by housing finance companies/bank etc on behalf of Allottee.

3. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/ c Payee cheque /demand draft or online payment in favour of 'ARISTONE DEVELOPERS'. Payable at Mira Road.

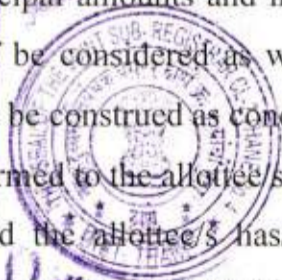
3.1. ADJUSTMENT/APPROPRIATION OF PAYMENTS :

The Allottee/s authorises the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

4. INTEREST ON UNPAID DUE AMOUNT:

Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due dates, the Allottee/s shall be bound and liable to pay interest as per Rule applicable, with monthly rests, on all the amounts which become due and payable by the Allottee/s to the Promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of delay by the Promoter. The amount of interest may be informed to the allottee/s from time to time or on completion of the said project Flat/ Shop, and the allottee/s has/have agreed to pay the same as and when demanded before the possession of the said Flat/ Shop.

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5. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL/PLANNING AUTHORITY::

The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority, state and or Central Government including Environment department at the time of sanctioning the plans or any time thereafter or at the time of granting Completion Certificate or anytime thereafter. The Promoter shall before handing over possession of the said Flat/ Shop to the Allottee/s herein, obtain from the concerned planning/local authority/development controlling authority occupation and/or completion certificate in respect of the said Flat/ Shop. Notwithstanding anything to the contrary contained herein, the Allottee shall not be entitled to claim possession of the said Flat/ Shop until the completion certificate is received from the local authority and the allottee has paid all dues payable under this agreement in respect of the said Flat/ Shop to the Promoter and has paid the necessary maintenance amount/deposit, service tax, vat and other taxes payable under this agreement of the said Flat/ Shop to the Promoter.

Howsoever for the purpose of defect liability on towards the DEVELOPERS, the date shall be calculated from the date of handing over possession to the allottee for fit outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said unit/ building/phase/wing as stated in the said agreement. That further it has been agreed by the allottee that any damage or change done within the unit sold or in the building/ phase/ wing done by him/ them or by any third person on and behalf of the allottee then the allottee expressly absolves the developers from the same liability and specifically consents that on such act done, he shall waive his right to enforce the defect liability on and towards the developers.

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6. DISCLOSURE AS TO FLOOR SPACE INDEX:

The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 1500 square meters only and Promoter has planned to utilise Floor Space Index of 11304.72 Sq. Meters by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 11304.72 Sq. Meters as proposed to be utilised by him on the project land in the said Project and Allottee has agreed to purchase the said Flat/ Shop based on the proposed construction and sale of Flat/ Shops to be carried out by the Promoter by utilising the proposed FSI and

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on the understanding that the declared proposed FSI shall belong to Promoter only.

7. DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE:

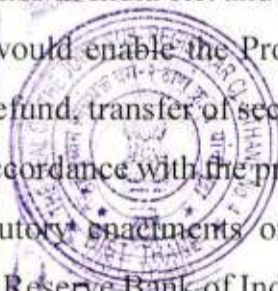
The Promoter has made full and true disclosure of the title of the said land as well as encumbrances, if any, known to the Promoter in the title report of the advocate. The Promoter has also disclosed to the Allottee/s nature of its right, title and interest or right to construct building/s, and also given inspection of all documents to the Allottee/s. as required by the law. The Allottee/s having acquainted himself/herself/ themselves with all facts and right of the Promoter and after satisfaction of the same has entered into this Agreement.

8. SPECIFICATIONS AND AMENITIES:

The specifications and amenities of the Flat/ Shop to be provided by the Promoter in the said project and the said Flat/ Shop are those that are set out in **Schedule I** hereto. Common amenities for the project on the said land are stated in the **Schedule III** annexed hereto. In the project multi storied high rise buildings/wings are under construction and considering to maintain the stability of the buildings/wings and internal structures, herein specifically informed by its consultant not to allow any internal changes. As per our policy there shall be no customization permitted inside the said Flat/ Shop. Changes such as civil, electrical, plumbing etc. shall not be allowed during construction and till delivery of possession.

9. COMPLIANCE OF LAWS RELATING TO REMITTANCES

9.1. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to full fill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other



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laws as applicable, as amended from time to time.

9.2. The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Flat/ Shop applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

10. POSSESSION OF THE FLAT/ SHOP:

10.1 **Schedule for possession of the said Flat/ Shop:** The Promoter agrees and understands that timely delivery of possession of the Flat/ Shop is the essence of the Agreement. Subject to receipt of full consideration/total price and dues of the Promoter and taxes thereon are paid by the Allottee/s in respect of the said Flat/ Shop, in terms of these presents, The Promoter, based on the approved plans and specifications, assures to hand over possession of the said Flat/ Shop on Vasudev Paradise

Provided that the Promoter shall be entitled to reasonable extension of time as agreed by and between the allottee and the promoter for giving possession of the Flat/ Shop on the aforesaid date, and the same shall not include the period of extension given by the Authority for registration. Further, if the completion of building in which the Flat/ Shop is to be situated is delayed on account of –

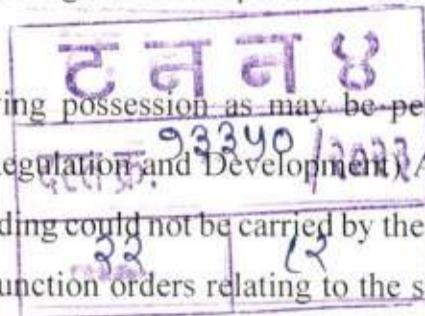
(i) war, civil commotion, flood, drought, fire, cyclone, earthquake, act of god or any calamity by nature affecting the regular development of the real estate project (“**Force Majeure**”).

(ii) Extension of time for giving possession as may be permitted by the Regulatory authority under Real Estate (Regulation and Development) Act, 2016 for reason where actual work of said project/building could not be carried by the promoter as per sanctioned plan due to specific stay or injunction orders relating to the said project from any Court of law, or Tribunal, competent authority, statutory authority, high power committee etc. or due to such circumstances as may be decided by the Authority.

10.1.1. **Schedule for possession of the Common amenities:** The Promoter herein is

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developing the said land which consists of various phases having common amenities like club house, landscape garden etc, the construction/development of the said common amenities will be completed in due course only after completion of construction of all the project phases on the said land. The Promoter, assures to hand over possession of the said common amenities as per declaration in Rera. The Allottee/s herein agrees and convey that he/she/they shall not be entitled to refuse to take the possession of the said Flat/ Shop on the ground of non-completion of aforesaid common amenities.

That the allottees further agree that even where 'substantial completion' of works has been done and after receiving OC from the competent authority possession of the said unit shall be given. That substantial completion would mean works done that do not affect his use or occupation of his unit and he can cohabit in the said unit. However, if the developers is not allowed by the allottee or any person on his behalf to complete the remaining portion of the works, it shall be accepted by and between the parties that the remaining works shall be deemed to have been done as and against the developers.

10.1.2. Procedure for taking possession: The Promoter, upon obtaining the occupancy certificate from the local/competent/planning authority shall offer in writing to the Allottee/s intimating that, the said Flat/ Shop is ready for use and occupation. The Allottee/s herein shall inspect the said Flat/ Shop in all respects to confirm that the same is in accordance with the terms and conditions of this agreement, complete the payment of consideration/total price and dues to the Promoter as per terms and conditions of this agreement and take the possession of the said Flat/ Shop within **15** days from the date of written intimation issued by the Promoter to the Allottee herein. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottee/s, as the case may be.

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10.1.3. It shall be expressly agreed that wherever it is the responsibility of the allottee to apply and get necessary services the same shall not be undertaken by the promoter and the allottee shall be solely responsible for the same.



10.1.4. Failure of Allottee to take Possession of [Flat/ Shop/Plot]: Upon receiving a written intimation from the Promoter as per clause 10.1.2, the Allottee/s shall take possession of the Flat/ Shop from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the

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Promoter shall give possession of the Flat/ Shop to the allottee. In case the Allottee fails or commits delay in taking possession of said Flat/ Shop within the time provided in clause 10.1.2, such Allottee shall be liable for payment of maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoing in respect of the said Flat/ Shop and the Promoter shall not be liable for the maintenance, wear and tear of the said Flat/ Shop.

10.2. Possession by the Allottee After obtaining the occupancy certificate and handing over physical possession of the said Flat/ Shop to the Allottee/s, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottee/s or the competent authority, as the case may be, as per the local laws

11. Compensation –That the allottee has given his specific confirmation herein that the responsibility of title of the said land be on the developers up and until the conveyance of the said building/phase/ wing and the said land thereunder.

11.1. Except for occurrence of the events stating herein above, if the promoter fails to complete or is unable to give possession of the Flat/ Shop (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developers on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottee/s, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Flat/ Shop, with the interest as per Rule within **30** days including compensation in the manner as provided under the Act.

Provided that where if the Allottee does not intend to withdraw from the said Project, the Promoter shall pay the Allottee interest as per rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession of the Flat/ Shop.

12. TIME IS ESSENCE:

Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Flat/ Shop/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous

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completion of construction by the Promoter as per Payment Plan in clause 2.5 in this agreement

13. TERMINATION OF AGREEMENT:

13.1. Without prejudice to the right of promoter to charge interest in terms of sub no.5 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment reminders, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of 15 days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the email address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any administrative expenses) of an amount of Rs ----- and/ or any other expenses incurred by the promoter for such unit as requested by the allottee or any other amount which may be payable to Promoter,) within a period of 30 days of the termination, the installments of sale consideration of the Flat/ Shop which may till then have been paid by the Allottee to the Promoter and the Promoter herein shall be entitled to deal with the said Flat/ Shop with any prospective buyer. Delay in issuance of any reminder/s or notices from the Promoter shall not be considered as waiver of Promoter absolute right to terminate this agreement.

13.2 For whatsoever reason if the Allottee/s herein, without any default or breach on his/her/their part, desire to terminate this agreement /transaction in respect of the said Flat/ Shop then, the Allottee/s herein shall issue a prior written notice to the Promoter as to the intention of the Purchaser/s and on such receipt of notice the Promoter herein shall be entitled to deal with the said Flat/ Shop with prospective buyers. After receipt of such notice of intention to terminate this agreement the Promoter shall issue a 15 days notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the Purchaser/s shall be entitled to receive the refund of consideration, subject to terms of this agreement.

13.3 It is specifically agreed between the parties hereto that, if the transaction in respect of

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the said Flat/ Shop between the Promoter and Allottee/s herein terminated as stated in subpara 13.1 and 13.2 herein above written then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee/s herein, in respect of the said Flat/ Shop, shall stand automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.

14. DEFECT LIABILITY

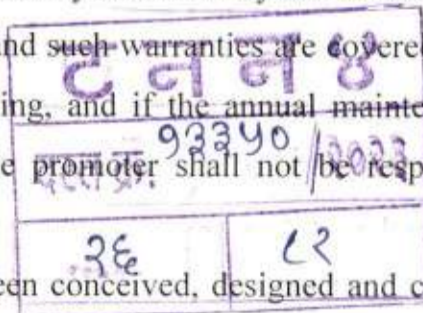
If within a period of five years from the date of handing over the Flat/ Shop to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Flat/ Shop or the building in which the Flat/ Shop are situated or any defects on account of workmanship, quality or provision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

Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said Flat/ Shop of phase/ wing and in specific the structure of the said unit/ wing/ phase of the said building which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of Flat/ Shop by the Occupants, vagaries of nature etc.

That it shall be the responsibility of the allottee to maintain his/her unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage.

Further where the manufacturer warranty as shown by the developers to the allottee ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/ wing, and if the annual maintenance contracts are not done/renewed by the allottee/s the promoter shall not be responsible for any defects occurring due to the same.

That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/ manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so



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as it to be sustainable and in proper working condition to continue warranty in both the flats and the common project amenities wherever applicable.

That the allottee has been made aware and that the allottee expressly agrees that the regular wear and tear of the unit/ building/ phase/ wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/phase/ wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

15. FORMATION OF ORGANISATION OF FLAT/ SHOP HOLDERS:

15.1 Considering the Promoter herein is carrying on the construction/development on the said land in phases as aforesaid and further to have the maintenance of building/s and common facilities more conveniently, there will be one or more association of allottees/Cooperative Societies and/or Apex Society and/or limited company or as such may be formed by prevailing local laws as may be applicable to the said project, which the Promoter shall decide as suitable for the Flat/ Shop holders in the said project which is under construction on the said land.

15.2 The Allottee along with other allottee(s) of Flat/ Shops in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any,

changes or modifications are made in the draft byelaws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Cooperative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

15.3 The Promoter shall, on the date of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the

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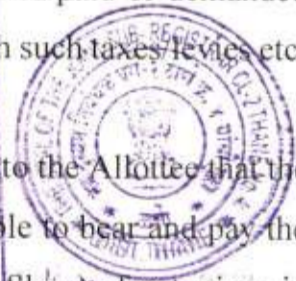
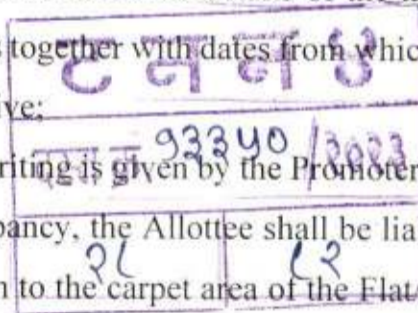
owners in the said structure of the Building or wing in which the said Flat/ Shop is situated.
15.4 The Promoter shall, on the date of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

16. PAYMENT OF TAXES, CESSSES, OUTGOINGS ETC:

16.1 The Purchaser/s herein is well aware that, the Government of India has imposed Goods & Service tax (GST) on the agreed consideration, for the transaction for sale of Flat/ Shop by the Promoter to the Allottee of the Flat/ Shops and as per the aforesaid act responsibility to pay the aforesaid tax from time to time and hence it is agreed between the parties hereto that, the Allottee/s herein shall bear and pay the aforesaid tax amount on or about execution of this present or as becomes applicable from time to time for this transaction, to the Promoter herein to enable the Promote to deposit / pay the same to the Government of Maharashtra.

16.2 If at any time, after execution of this agreement, the service tax and Value Added Tax (VAT) ,GST etc is imposed/increased under respective statute by the central and state government respectively and further at any time before or after execution of this agreement any additional taxes/ duty/ charges/ premium/ cess/ surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule /regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, on the said Flat/ Shop or this agreement or the transaction herein, shall exclusively be paid/borne by the Allottee/s. The Allottee/s hereby, always indemnifies the Promoter from all such levies, cost and consequences. Provided that the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective:

16.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Flat/ Shop is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat/ Shop) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s Until the Society or Limited Company is formed and the said structure



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of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs ----- per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

16.4 Notwithstanding anything contents stated herein above, the liability to pay the aforesaid taxes, outgoings, other charges etc. will be always on Allottee/s of the said Flat/ Shop and if for whatsoever reason respective Recovering Authority got recovered the same from the Promoter in such circumstances the Promoter herein shall be entitled to recover the same from the Allottee/s along with interests and Allottee/s herein shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee/s in writing. It is further specifically agreed that, aforesaid encumbrance shall be on said Flat/ Shop being first encumbrance of the Promoter. The Allottee/s herein with due diligence has accepted the aforesaid condition.

16.5. That the allottees are made aware and expressly agree herein that where the project is out of water supply zone of the local authority and there is likely to be low water supply from the local authority and the allottee shall have to pay for the water charges either by tanker or any other form

17. DEPOSITS BY ALLOTTEE/S WITH THE PROMOTER:

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

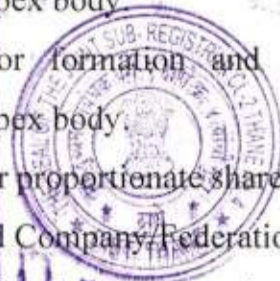
(i) Rs. for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body

(ii) Rs. for formation and registration of the Society or Limited Company/Federation/ Apex body.

(iii) Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body.

(iv) Rs. for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

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(v) Rs..... for Deposit towards Water, Electric, and other utility and services connection charges &

(vi) Rs..... for deposits of electrical receiving and Sub Station provided in Layout.

18. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

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

b) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

c) There are no encumbrances upon the project land or the Project except those disclosed in the title report;

d) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

e) All drawings, sale plans, other drawings are as given to the Promoter by the appointed Architect, Structural Consultants, other consultants, the DEVELOPERS has thus disclosed the same to the allottee and the allottee is aware that professional liability have been undertaken by them individually with the DEVELOPERS which shall prevail on these consultants individually or cumulatively if there is any loss/ harm is caused to the allottee and based on these said details of the drawings and the calculations and areas shown, the allottee has agreed to take the said unit.

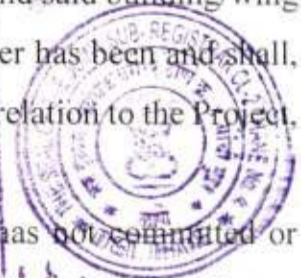
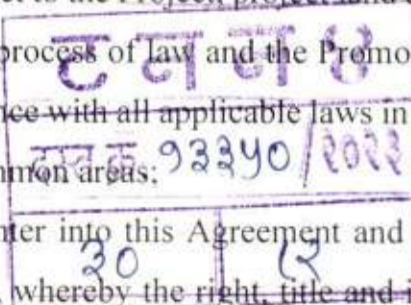
f) All approvals, licenses and permits issued by the competent authorities with respect to the Project, and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

g) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

h) The Promoter has not entered into any agreement for sale and/or development

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agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Flat/ Shop/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;

i) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Flat/ Shop/Plot] to the Allottee in the manner contemplated in this Agreement;

j) At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

k) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

l) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

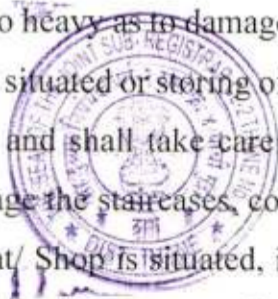
19. COVENANTS AS TO USE OF SAID FLAT/ SHOP:

The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Flat/ Shop may come, hereby covenants with the Promoter as follows for the said Flat/ Shop and also the said project in which the said Flat/ Shop is situated.

a. To maintain the Flat/ Shop at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Flat/ Shop is taken and shall not do or suffer to be done anything in or to the building in which the Flat/ Shop is situated which may be against the rules, regulations or byelaws or change/alter or make addition in or to the building in which the Flat/ Shop is situated and the Flat/ Shop itself or any part thereof without the consent of the local authorities, if required.

b. Not to store in the Flat/ Shop 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 is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat/ Shop is situated, including entrances of the building in which the Flat/ Shop is situated and in case any damage is caused to the building in which the

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Flat/ Shop is situated or the Flat/ Shop on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

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

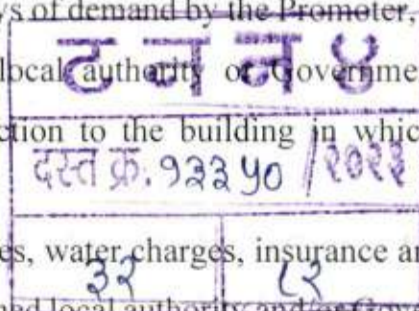
d. Not to demolish or cause to be demolished the Flat/ Shop or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat/ Shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/ Shop is situated and shall keep the portion, sewers, drains and pipes in the Flat/ Shop and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat/ Shop is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardi or other structural members in the Flat/ Shop without the prior written permission of the Promoter and/or the Society or the Limited Company.

e. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat/ Shop is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

f. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/ Shop in the compound or any portion of the project land and the building in which the Flat/ Shop is situated.

g. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat/ Shop is situated.

h. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat/ Shop by the Allottee for any purposes other than for purpose for which it is sold.



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i. The Allottee shall not let, sublet, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat/ Shop until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

j. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat/ Shops therein and for the observance and performance of the Building Rules, Regulations and Byelaws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat/ Shop in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

k. Till a conveyance of the structure of the building in which Flat/ Shop is situated is executed in favour of Society/Limited Society, the Allottee 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 buildings or any part thereof to view and examine the state and condition thereof.

l. Till a conveyance of the project land on which the building in which Flat/ Shop is situated is executed in favour of Apex Body or Federation, the Allottee 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 project or any part thereof to view and examine the state and condition thereof.

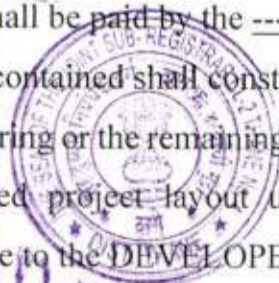
m. That the allottee shall indemnify and keep indemnifying the promoter towards against any actions, proceedings, cost, claims and demands in respect of any breach, nonobservance or non-performance of such obligations given specifically herein to the allottee.

n. That any nominated surveyor/ architect appointed for specific purposes stated in this covenant the fees of which shall be mutually decided by and between the promoter and the allottee and the same shall be paid by the ----- as agreed mutually.

o. That nothing herein contained shall construe as entitling the allottee any right on any of the adjoining, neighbouring or the remaining buildings/ common areas etc of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the allottee to the DEVELOPERS in this regards.

p. That the parking spaces sold to the allottee shall be used only for the purposes of parking

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and that the said space is designed and made for use of parking a vehicle of not more than ----- tonnes and not more than ----- height. That this has been clearly made aware to the allottee and the same has been agreed by the allottee to follow.

20. NAME OF THE PROJECT/ BUILDING/S / WING/S:

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein has decided to have the name of the Project "Vasudev Paradise" and building will be denoted by letters or name Vasudev Paradise or as decided by the promoter and further erect or affix Promoter's name board at suitable places as decided by the Promoter herein on a building and at the entrances of the scheme. The Allottees/s in the said project/building/s or proposed organisation are not entitled to change the aforesaid project name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this Agreement.

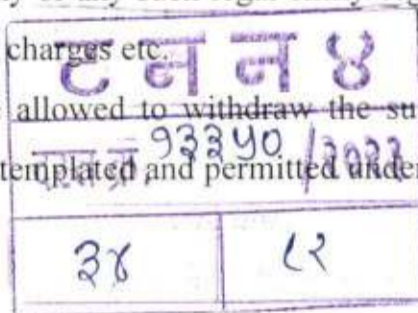
21. ENTIRE AGREEMENT AND RIGHT TO AMEND:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat/ Shop. This agreement may only be amended through written consent of the Parties

22. SEPARATE ACCOUNT FOR SUMS RECEIVED:

The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s towards total price/consideration of the said Flat/ Shop and as advance or deposit, sums received on account of the share capital for the formation of the Cooperative Society or a Company or any such legal entity/organization that may be formed, towards the out goings, legal charges etc.

Provided that the Promoter shall be allowed to withdraw the sums received from the Allottee/s and utilise the same as contemplated and permitted under the said act and rules and regulations made thereunder.



23. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:

The Allottee hereby agrees to purchase the Flat/ Shop on the specific understanding that is/her right is to only to the use and unless specifically allotted/ given vides (limited)

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common areas/ facilities, the use of the Common Areas/amenities shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time. That the list of things that would be covered under the maintenance head are clearly stated and which the allottee has expressly agreed to pay for (fully/ proportionately).

24. MEASUREMENT OF THE CARPET AREA OF THE SAID FLAT/ SHOP:

The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Architect of the project. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within fortyfive days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in clause 2 of this Agreement. That in such a case, the parties hereto agree that a nominated surveyor / architect as an expert be appointed mutually to take his expert opinion of measuring the said unit and submitting the said details.

25. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said

project shall equally be applicable to and enforceable against any subsequent Allottees of the Flat/ Shop, in case of a transfer, as the said obligations go along with the Flat/ Shop for all intents and purposes.

That the allottees agree that they shall not object to any easement rights that need to be given to any person in and around the said project and shall neither object to any such proceedings of land acquisition undertaken by a government agency including any

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compensation/ benefit given to the promoter in turn for which no conveyance has occurred to the ultimate body expressly stated in this agreement and for which no consideration is specially dispensed by the allottee to the promoter for the same; save and except his right to enjoy and use the unit purchased by him and any other rights given by the DEVELOPERS to the allottee for which consideration has been dispensed.

26. REGISTRATION OF THIS AGREEMENT:

The Promoter herein shall present this Agreement as well as the conveyance at the proper registration office for registration within the time limit prescribed by the Registration Act and the Allottee/s will attend such office and admit execution thereof, on receiving the written intimation from the Promoter.

27. PAYMENT OF STAMP DUTY, REGISTRATION FEE & LEGAL CHARGES:

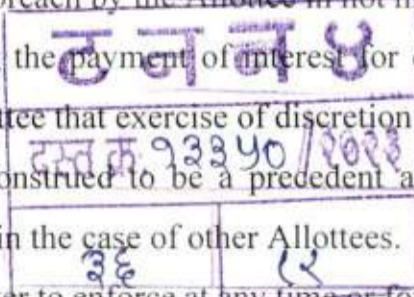
The Allottee/s herein shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this agreement and all other agreements or any final conveyance deed which is to be executed by the Promoter in favour of Allottee/s or Association/Society i.e organisation as may be formed in which the Allottee/s will be the member.

The Allottee shall also pay to the Promoter a sum of Rs. ----- for meeting all legal costs, charges and expenses, including professional costs of the Attorney at Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and byelaws and the cost of preparing and engrossing the conveyance or assignment of lease.

29. WAIVER NOT A LIMITATION TO ENFORCE

29.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.

29.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.



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30. SEVERABILITY

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

31. PLACE OF EXECUTION

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

32. NOTICES

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

Name of Allottee : MR OMKAR PRAKASH MARGAJ

Notified Email ID : omkarmargaj299@gmail.com

Contact No. : 8788819866

Allottee's Address : B-3, Parshuram Apartment, Achole Road,
Kesar Park, Ambawadi, Nallasopara (East),
Thane, Maharashtra, 401209

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Allottee's Aadhar No. : 2661 2325 2788

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Name of Promotor : ARISTONE DEVELOPERS

Notified Email ID : aristonebd@gmail.com

Promotor's Address : Shop No. 141/142, Vasudev Sky High,
Nr. Commissioner bungalow,
Kanakiya Road, Mira Road (E)

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

33. JOINT ALLOTTEES

That in case there are Joint Allottees, they shall be considered as joint and severable allottees for the purpose of these clauses in the agreement and all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

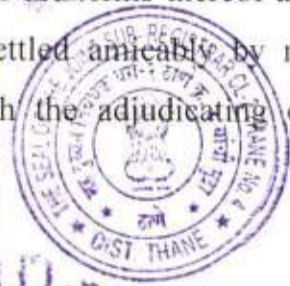
34. GOVERNING LAW

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

35. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

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LIST OF ANNEXURES

- ANNEXURE A** = Copy of the Certificate of the title issued by the advocate.
- ANNEXURE B** = Copies of Property Card/7x12 Extract or any other revenue record showing nature of the title of the Promoter to the said land.
- ANNEXURE C1** = Copy of Building permission /Commencement certificate
- ANNEXURE C2** = Copy of the authenticated copies of the plans of the Layout of the said phase as proposed by the Promoter

ANNEXURE C2A = Copy of the proposed layout plan and the proposed building/phase/wing plan showing future proposed development as disclosed by the promoter in his registration

ANNEXURE C3 = Copy of clear block plan showing the project (phase/wing) which is intended to be constructed and to be sold and the said unit which is intended to be bought by the allottee.

ANNEXURE D = Copy of the plans and specifications approved by the concerned local/planning authority.

ANNEXURE E = Copy of floor plan of the said Flat/ Shop.

ANNEXURE F = Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

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SCHEDULE I =	
Flat No 704 admeasuring at about 54.09 sq.mtrs on the 7 th floor in Building	
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"A" known as VASUDEV PARADISE to be constructed on the said land.	
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Description of the Flat/ Shop

SCHEDULE II = Description of the garage/parking/closed parking
Garage / Parking No ----- admeasuring at about ----- sq.mtrs on the-----
floor in Building "A" known as **VASUDEV PARADISE** to be constructed on
the said land.

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SCHEDULE III = Description of Common Amenities inside the flat and in common areas for the said project

Flooring	: Vitrified flooring in entire flat.
Doors and Windows	: Safe and Secure main door, Granite window frame. Colour powder coated aluminum sliding windows
Kitchen	: Granite Platform with S S Sink in kitchen. Glassed Tiles in Beam Level. Tiles till adequate height in kitchen.
Toilet	: Anti-Skid Tile Flooring in all Toilet. Premium Sanitary in all Toilet. Solar hot water point. Tiles till adequate height in bathroom. Concealed Plumbing
Provisions	: Telephone, T.V. Point and A.C. Point in living and Bedroom
Paint	: Water Base Paint to internal walls. Cement water proofing paint for external walls.
Electrical	: Concealed copper wiring with branded switches and accessories with sufficient number of electrical points.
Special Features	: Club House Rooftop Garden Senior Citizen Corner Decorative A/C Entrance Lobby Branded Elevators CCTV Camera Intercom & Video Door Phone Fire protective system Parking Space



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SIGNED SEALED AND DELIVERED)

by the within named "PROMOTERS ")

M/s. ARISTONE DEVELOPERSS)

through its one of the partners)

MR. SANTOSH C. SAMAL)

in the presence of _____)

1. Shi)

2. Ankit Singh)

Shi



SIGNED SEALED AND DELIVERED)

by the within named "ALLOTEE/S")

MR OMKAR PRAKASH MARGAJ)

in the presence of _____)

1. Shi)

2. Ankit Singh)



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SIGNED SEALED AND DELIVERED)

by the within named "ALLOTEE/S")

MR PRAKASH ANANT MARGAJ)

in the presence of _____)

1. Shi)

2. Ankit Singh)



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SIGNED SEALED AND DELIVERED	
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by the within named "ALLOTEE/S"	
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MRS PRATIBHA PRAKASH MARGAJ	



in the presence of _____)

1. Shi)

2. Ankit Singh)



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RECEIPT

Received of and from the within named Purchaser/s, the sum of **Rs.1,00,000/- (Rupees One Lakh Only)** by way of part/full payment of sale consideration price hereinabove mentioned, on this **29th** day of **June** of **2023** by Cheque No. **242925** dated **29/06/2023** Drawn on **Bank Of India**

Rs.1,00,000/-

WE SAY RECEIVED

M/s. ARISTONE DEVELOPERS

Through its one of the partners

(Promoters)

WITNESS:

1.
2.
3. _____

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ANNEXURE F



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Maharashtra Real Estate Regulatory Authority

**REGISTRATION CERTIFICATE OF PROJECT
FORM 'C'
[See rule 6(a)]**

This registration is granted under section 5 of the Act to the following project under project registration number :
P51700021181

Project: VASUDEV PARADISE, Plot Bearing / CTS / Survey / Final Plot No.:430 PART OR HISSA NO 2t Thane (M Corp.), Thane, Thane, 401105.

1. **Aristone Developers** having its registered office / principal place of business at Tehsil: **Thane**, District: **Thane**, Pin: **401107**.
2. This registration is granted subject to the following conditions, namely:-
 - o The promoter shall enter into an agreement for sale with the allottees;
 - o 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;
 - o 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 (l) of sub-section (2) of section 4 read with Rule 5;
OR
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
 - o The Registration shall be valid for a period commencing from **14/06/2019** and ending with **31/03/2026** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
 - o The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
 - o That the promoter shall take all the pending approvals from the competent authorities
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

TRUE COPY

Parvez Khan

PARVEZ A. KHAN
B.Com., L.L.B.
ADVOCATE HIGH COURT

Dated: 14/06/2019

Place: Mumbai

Signature valid
Digitally Signed by
Dr. Vasant Pramanand Prabhu
(Secretary, MahaRERA)
Date: 25-04-2020 08:12:23

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

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13/05/2019

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दुसरे मिवंधक : मह दु.नि. दाणे 4

दस्ता क्रमांक : 5384/2019

मोदणी :

Regn 63m

गावाचे नाव : नवघर

(1) विलेखाचा प्रकार	कारारनामा
(2) भोवदला	230000000
(3) बाजारभाव (भाडेपट्ट्याच्या बाबत पट्ट्याकार आकारणी देतो की पट्टेदार ते समुद्र करावे)	0
(4) मू. मापन, पोटहिसा व परक्रमांक (अमन्यास)	1) पालिकेचे नाव मिरा-भाईंदर मनपा इतर वर्णन : इतर माहिती: बाब मीजे नवघर, तामुका व जिम्हा ठाणे येथील जुना सर्वे नं. 430, नवीन सर्वे नं. 95, हिस्सा नं. 2 किंवा पार्ले, बिल्डींग नं. 33, ए-बीक साठी मंडुर झालेला मिरा भाईंदर मनपा मधील टी बी आर / सेक्टर एफ एम आय चा ज.क्र. मिभा/मनपा/लर/7514/2018-19, दिनांक 3003/2019 मधील क्षेत्रांक 11304.72 चौ.मी. टी बी आर/सेक्टर/एफ एम आय चे हक्क. ((Survey Number : 95 ; HISSA NUMBER : 2 किंवा पार्ले :))
(5) क्षेत्रफळ	1) 11304.72 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल किंवा	
(7) दस्तावेज करून देणा-या/निवृत्त देणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालय/या हुकुमनामा किंवा अर्था अमन्यास, इतिवादिचे नाव व पत्ता	1) नाव:-मे रबी डेव्हलपर्स के भागीदार जयेश टी. साह तर्फे कु. नु. म्हणून मखिंद बागु सामूह - - बघ:-50; पत्ता:- - - - , लक्ष्मी वॉलेज, 76 नापुरादास रोड, कादिबनी (पश्चिम), हाण्टीबाळी पश्चिम, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400067 पिन नं:-AAAFR2516G
(8) दस्तावेज करून देणा-या पक्षकाराचे व किंवा दिवाणी न्यायालय/या हुकुमनामा किंवा अर्था अमन्यास, इतिवादिचे नाव व पत्ता	1) नाव:-मे एरीस्टोन डेव्हलपर्स के भागीदार महेंद्र सिंग - - बघ:-37; पत्ता:- - - - , 141,142,143, अनंत वामुदेव म्हाव हायव्हा समोर कविश्र बंगला, कलकिया मिरारोड, मीरा रोड, MAHARASHTRA, THANE, Non-Government. पिन कोड:-401107 पिन नं:-BEUPS2764C 2) नाव:-मे एरीस्टोन डेव्हलपर्स के भागीदार सलोथ सामल - - बघ:-49; पत्ता:- - - - , 141,142,143, अनंत वामुदेव म्हाव हायव्हा समोर कविश्र बंगला, कलकिया मिरारोड, मीरा रोड, MAHARASHTRA, THANE, Non-Government. पिन कोड:-401107 पिन नं:-AJXPS1288A
(9) दस्तावेज करून देण्याचा दिनांक	13/05/2019
(10) दस्त मोदणी केल्याचा दिनांक	13/05/2019
(11) अनुक्रमांक, खंड व पृष्ठ	5384/2019
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	6900000
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) भंग	
मुद्रांकनामाची विवारात घेतलेला नपशील :-	मुद्रांकनामाची आवश्यकता नाही, कारण दस्तावेजात आवश्यक नाही कारण या नपशील दस्तप्रकारानुसार आवश्यक नाही
मुद्रांक शुल्क आकारण्यात विवदलेला अनुवाद :-	(25-a) Movable Property



मह. दुसरे मिवंधक वर्ग-३
दाणे क्र. ४

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R. P. MUDHOLKAR

B.Sc., LL.B.

ADVOCATE

Office : 202/203, Anand Palace, Tembhi Naka, Opp. Mun. School 12,
Near District / Session Court, Thane - 400 601.

Ref. :

Ref:-Title/Cer//no 1/2020

Date :

3rd December 2020**TITLE CERTIFICATE**

Reference : Land property situated at Mauje – Mumbra Tal and Dist Thane,

Mauje	New Survey No	Old Survey No	Area H-R-P	Aakar
Village Navghar Tal and Dis Thane	95/2	430/2	0-40-0	0-00

This is to certify that as per instructions of M/s Aristone Developers through Mr Santosh Samal., I have investigated title to above mentioned property being Land property situated at Mauje –Navghar ,Tal, Dis Thane ,From the 7/12 extract of the above properties following position appears in record.

From the 7/12 extract of the above properties following position appears in record.

1.THE STATUS AS PER 7/12 EXTRACT AND MUTATION :-

No	Survey no	Original owner of land	Area	Akar
1	95/2	1)Harishchandra Baburao Patil 2)KantilalaBaburao Patil. 3)RukminiKamlakar Patil 4)RohiniRamchandra Mhatre 5) Neeta Ganesh Patil 6)Jitendra Harishchandra Patil 7. Rupal Harishchandra Patil 8) Leena Harishchandra Patil And Estate investment Company And Mira-BhayndarMunicipal Corporation	29-76-29	1.42



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B.Com., LL.B.
ADVOCATE HIGH COURT

The following Mutation Entries are available. are mentioned in the 7/12 extract Mutation no 1, 52, 217, 230, 314, 525, 559, 757, 758, 759 859,869, 938, 939,1089, 1114, 1190, 1191, 1210, 1217, 1272, ,1631, 2077, 2078, 2380, 2780, 2936 ,which are annexed herewith as "Annexure -3 "

However following mutation are not available, Talathi has given certificate which is included as annexed "3"

An earlier title clearance certificate dated has been given by Adv.Mohd. Salim Nazir Ali Rakhangi In favour of M/s Ravi Development and on the basis of this title clearance certificate, project is registered under Maharashtra Real Estate Regulatory Authority, which are annexed herewith as "Annexure -4 "

I have perused the documents in respect of the said properties i find that :-

A) Mr. Kamlakar Babaji Patil (2) Harischandra Bravura Patil (3) Kantilal Bhasker Patil (4) Smt. Chandrabai Vishnu Mhatre (5) Smt. Gulab Bhasker Partil (6) Smt. Babibai Baburao Patil (7) Hemlata Ravindra Patil (8) Shri Jayram Anna Patil (9) Kum. Arpana Jayram Patil (10) Kum. Pramila Jayram Patil (11) Kum. Vaishali Jayram Patil (12) Kum. Aruna Jayram Patil (13) Kum. Vijaya Jayram Patil (14) master vishal jayram patil no.9 to 14 being the heirs of late smt. suman jayram patil deceased wife no 8 and mother of nos. 9 to 14 (hereinafter referred to as Original owners) were the original owners of all that piece and parcels of the said properties.

B) The said original owners by and under an Agreement dated 11th July 1993 have agreed to assign the Development rights of the said properties to one M/s Salaskar Land Developers , at or for the consideration and on the terms and conditions contained therein.

C) In pursuant to the said Agreement dated 11th July 1993 the said original owners have also executed General power of Attorney dated 11th July 1993 in favour of Partners of the said M/s Salaskar Land Developers , to do all acts , and matter contained therein.

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D) The Said M/s Salaskar Land Developers by and under an Agreement of Development dated 21st september, 1993 have agreed to assign the development right admeasuring 5000sq mtrs out of the said properties to one Mr. K.s .Jhunjunwala , at or for the consideration and on the terms and conditions contained therein.

E)The said Original owners Viz.Rukmani Kamalkar patil and others have also executed General power of Attorney dated 28th march 2001 in favour of your partners Viz a Viz Jayesh t.Shah and Ketan t. Shah in respect of the said properties ,to all acts, deeds and matters contained therein.

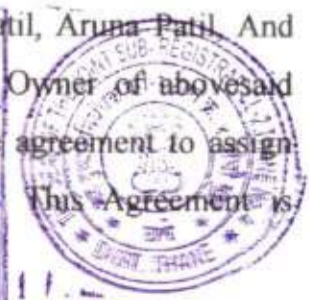
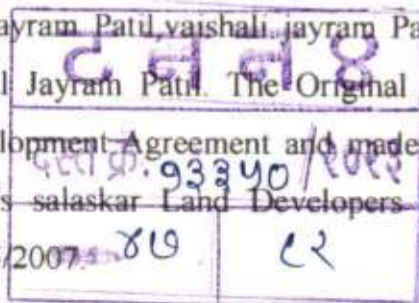
F)The said Original owners Viz. A Viz Rukmini Kamalkar Patil and others have also executed General Power of Attorney dated 28 th march 2001 in favour of your partners Viz, a Viz Jayesh T Shah and ketan t Shah in respect of the said properties , to do all acts deeds and matters contained therein.

G)The said Krishnakumar s Jhunkhunwala by and under an Agreement dated 9th september 2004 have agreed to assign the Development rights of the said admeasuring 5000sq mtrs out of the said properties to you at or for the consideration and on the terms and conditions contained therein.

H) The said M/s Salaskar Land Developers by and under an Agreement to Assign dated 10th September ,2005 have agreed to assign the development rights of admeasuring area 45,279 sq yards out of the said properties to you, at or for the consideration and on the terms and conditions contained therein.

I) In puruant to the said Agreement to Assign dated 10th september 2005 the partners of the said M/s Salaskar Land Developers have also executed power of Attorney dated 10 september 2005 in favour of your partners Viz,a Viz Jayesh T. Shah and Ketan T shah in respect of the said admeasuring area 45,279 sq yards out of the said properties, to do all acts deeds and matters contained therein.

J) I have perused the this Agreement Made into Bhyander ,Mumbai on 25/1/2007 between M/s ravi Developments and Mr.Harshad Doshi. Property which is mentioned in this Agreement situated at Navghar with Bearing no -92,93,94,95 . The Original owner of above said property is Kamalakar Harishchandra Patil, Harishchandra Bravura Ptil, Kantilal Baburao Patil, ahndrabai Vishnu Mhatre, ,Gulab Bhaskar Patil, Babibai patil, Hemlata ravindra patil,Jayram Anna Patil, ArpanaJayram Patil, Pramila Jayram Patil,vaishali jayram Patil, Aruna Patil, And Vijaya Patil and Master Vishal Jayram Patil. The Original Owner of abovesaid property agreed to assign development Agreement and made agreement to assign dated 11/7/1993 with of M/s salaskar Land Developers. This Agreement is registered with bearing no. 3385/2007.



K) I have find that this Agreement made and entered into at Mumbai between M/s

Ravi Developers through partners Mr.Jayesh.T.shah and M/s Aristone Developers Through Partners Mahendra Singh and Mr. Santosh Samal.Regarding property of this Agreement :-Mauje-Navghar, Tal and District Thane Survey No 95,Hissa No 5 This Agreement is Registered on 13/05/2019 with Regestration no 5384/2019.The copies of following document are perused which are annexed herewith as "Annexture -5 To 16"

Serial No	Date	Document Name	Description
1	11/07/93	Agreement	This agreement made and entered into at Mubai between Kamalakar Patil and ors (original owner of property) and M/s Salaskar developers.This agrrement made regarding the propery which is situated in Navghar bearing survey no -92p,93,94,95p.
2	11/07/93	Power of Attorney	This power of attorney made between Mr.Harishchandra Baburao Patil and ors (Original Owner of the property and M/s salaskar Development Land .property mentioned in power of attorney situated at Navghar with Bearing no -92,93,94,95p.
3	28/03/01	Agreement for sale	Agreement made and entered into at Mumbai Between Rukini Kamalkar Patil and ors and M/s ravi Development. Property which is mentioned in abovesaid Agreement situated at Navghar with Bearing no -92,93,94,95
4	21/09/93	Agreement of Development	This Agreeemet made between Salaskar Land Developers through its Partner and Shri.Krishnakumar .S.Jhunjhunwala Property which is mentioned in Agreement situated at Navghar with Bearing no -92,93,94,95 The original owner of abovesaid property kamalakar Babaji patil and ors alredy transfer and sell their development rights to Salaskar



			Land Developers (vendors)
5	28/03/01	General Power of attorney	This Power of attorney made between Rukmini Kamalkar Patil and Ors and M/s Ravi Development through his partner Mr. Jayesh T.Shah. Property which is mentioned in this power of attorney situated at Navghar with Bearing no -92,93,94,95
6	09/09/04	Agreement to Assign	This Agreement made and entered into at Mumbai Between Shri Krishnakumar Jhunjhunwala and M/s ravi Development. Property mewntiond in Agreement situated at Navghar with Bearing no -92,93,94,95
7	23/08/05	Substituted Power of Attorney	This power of attorney made and entered into at thane between M/s Salaskar Land developers Through its partners and original owners Kamalakar Harishchandra Patil, Harishchandra Bravura Ptil, Kantilal Baburao Patil, ahndrabai Vishnu Mhatre, Gulab Bhaskar Patil, Babibai patil, Hemlata ravindra patil, Jayram Anna Patil, Arpana Jayram Patil, Pramila Jayram Patil, vaishali jayram Patil, Aruna Patil, And Vijaya Patil and Master Vishal Jayram Patil. of said property. Property which is mentioned in this power of attorney situated at Navghar with Bearing no -92,93,94,95
8	10/09/05	Agreement to Assign	This Agreement Made between M/s Salaskar Land Developers through all their partners and M/s Ravi Development Property which is mentioned in this Agreement situated at Navghar with Bearing no -92,93,94,95 .In this Agreement The Orginal owner of abovesaid

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[Handwritten signature]

			property already entered into agreement to assign with M/s salaskar Land Developers ,original owner already executed rights regarding property in favour of Salaskar Land Developers.
9	25/01/07	Agreement to Assign	<p>This Agreement Made into Bhyander ,Mumbai between M/s ravi Developments and Mr.Harshad Doshi. Property which is mentioned in this Agreement situated at Navghar with Bearing no -92,93,94,95 .</p> <p>The Original owner of above said property is Kamalakar Harishchandra Patil, Harishchandra Bravura Ptil, Kantilal Baburao Patil, ahndrabai Vishnu Mhatre, ,Gulab Bhaskar Patil, Babibai patil, Hemlata ravindra patil,Jayram Anna Patil, ArpanaJayram Patil, Pramila Jayram Patil,vaishali jayram Patil, Aruna Patil, And Vijaya Patil and Master Vishal Jayram Patil.</p> <p>The Original Owner of abovesaid property agreed to assign development Agreement and made agreement to assign dated 11/7/1993 with of M/s salaskar Land Developers</p> <p>This Agreement is registered with bearing no. 3385/2007.</p>
10	05/08/16	No Objection	<p>This no objection letter is given by Smt Madhuben Harsad Doshi to The MunicipalCommissioner/Mira-Bhyander Municipal Corporation regarding property situated at Ghodbunder and Navghar tal and Dist Thane.bearing Survey No. 83/2, 83/1, 85/1/1,95/2,93, 94,92,142/3,142/5,43/2,43/4,43/5,43/6,1 n this letter she hav no objection for Amalgamation and joint approval /Development permission to M/s Ravi</p>

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			Development with adjoining properties of M/s Ravi Development.
11	13/05/19	Agreement For Sale	This Agreement made and entered into at Mumbai between M/s Ravi Developers through partners Mr. Jayesh. T. Shah and M/s Aristone Developers Through Partners Mahendra Singh and Mr. Santosh Samal. Regarding property of this Agreement :- Mauje-Navghar, Tal and Zilla Thane Survey No 95, Hissa No 5 This Agreement is Registered on 13/05/2019 with Registration no TNN4 5384/2019
12	13/08/20	Retirement cum Partnership Deed	This Deed made and entered into at Mira Road, Mumbai Between Following partners 1) Santosh Chaturbhuj Samal 2) Sabita Chaturbhuj Samal 3) Nishant Basudeo Agarwal 4) Mahinder Pratap Kuldeep Singh 5) Hema Anil Motiramani 6) Riya Manish Motiramani All Partners were carrying on Business of Builders, Contractors, Land Developers and Real Estate dealers for residential flats, shop, garage, Unite, offices and other premises by the name of M/S Aristone Developers and carried their Business at Shop no. 141/142 first floor - Vasudev Sky High opp Comisioner Bunglow Karakiya Mira Road east, Thane 401107. In this deed Third to six party approached to approached to party of first and shown their Desire to retire from this partnership on 13/8/2020 and retired.

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Perusal of above property documents shows that the Mauje -Navghar, Tal, Dis Thane, land bearing S. No 95/2 given for development to M/s Aristone Developers. as per agreement dated 13/5/2019 vide registration no. TNN4-5384

dated 13.5.2019 .

2] SEARCH REPORT IN RESPECT OF MOUJE NAVGHAR TAL AND DIST, S.NO 95/2

The search of property was taken vide search application no. 14719 dt. 5/12/2019 for period from 1960 to 2019, and Also 2019 to 2020 on 29/Sept 2020 which shows that mention in the following table :-

Reg No	Document Type	Date
TNN/10 3385/2007	Deed of development. A.V Rs.18000000/- Ravi developers through its partner Jayesh T Shah Through Power Attorney Mr.Nikhil Thakkar To Harshad Punamchand Doshi	15/01/07 12/4/07
TNN/4 6697/2007	Notice of lese pendance A.V Rs.1/- Harshad Punamchand Doshi through its power of attorney Dilesh Chandrakant Shah To	20/07/07
TNN/10 6169/10	Deed of confirmation B.V Rs 1/- Harshad P Joshi To M/s Kinjal Properties through its partner Prakash K Shah and others	25/6/2008 26/6/2008
TNN/10 8144/2008	Deed of confirmation C.V Rs.-1 Harshad P Doshi To M/s Shanti Construction through its Partner Jayesh C Shah through its power Dilesh C Shah (HUF) and others.	1/9/2008 2/9/2008
TNN/10 8145/2008	Deed of confirmation A.V Rs 1 Harshad P Doshi To M/s Siddhvinayk Construction Through Dilesh C Shah, and Nirav G Mehata.	1/9/2008 2/9/2008
TNN/	Deed of confirmation	

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8644/2008	A.V Rs.-1 Harshad P Doshi To M/s Shri Construction Company through its partner Ashokkumar H Vyas And Ramesh Patel	
TNN/10 8698/2008	Deed of confirmation A.V Rs.-1 Harshad P Doshi To M/s ShahReality through its prop Rikav A Shah	19/09/2008 20/09/2008
TNN/10 854/2010	Notice of lease Pendance B.V R.S 0/- Harischandra Baburao Patil and Others To Madhu Harshad Doshi Salsar land Dvelopers Ravi Development	15/1/2010 21/1/2010
TNN/7 2867/2010	Deed of confirmation A.V Rs.-1	22/03/010 27/3/10
TNN/10 13005/10	Deed of Agreement A.V Rs 15168384/- Madhu Harshad Doshi To Uniq Realtors Through its Prop Dilesh C Shah	3/9/10 22/11/10
TNN/7 7029/2010	Notice of lease Pendance A.V R.S 0/- Harischandra Baburao Patil	1/4/2013 9/4/2013
TNN/7 817/2014	Deed of Agreement A.V Rs 1 Madhu Harshad Doshi To M.B.M.C Through Deepak Jadhav	29/1/2014 29/1/2014
TNN/7 819/2014	Deed of Agreement A.V Rs 1 Madhu Harshad Doshi To M.B.M.C Through Deepak Jadhav	29/1/2014 29/1/2014
TNN/7 2392/2014	Deed of rectification A.V RS -1 Harishchandra B Patil To M.B.M.C Through Deepak Jadhav	21/3/2014
TNN/7	Deed of rectification	21/03/14

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A.V Rs 1
Madhu Harshad Doshi
दस्त क्र. 93340 / 2013
To
43 22
M.B.M.C Through Deepak Jadhav
Deed of rectification



2394/2014	A.V RS -1 Harishchandra B Patil To M.B.M.C Through Deepak Jadhav	
TNN/10 3738/2016	Deed of Agreement M/s Seven Eleven Construction Pvt Ltd.Through its Director Sanjay Sakharam Survey To M/s Ansajo Ambar Through its Partner Surendra Bahadur U singh and Sanjay Matibar Singh	10/03/16
TNN/4 5384/2019	Deed of Agreement A.V Rs 23000000/- M/s Ravi Devlopers Through its Partner Jayesh T Shah Through its Power Machindra Babu Samrut. To M/s Ariston Developers Through its Partner Mahendra Singh and Santosh Samal.	13/05/19

Search report included in this list which are annexed herewith as "Annexure -17"

3) Amended plan sanction commencement certificate by Mira Bhayndar corporation on dated 30/3/2019:-

Plan for construction are sanctioned vide commencement certificate no जा.क. निष्ठा/मनषा/नर/७५१४/२०१८-२०१९ on 30/3/2019 which are annexed herewith as "Annexure-18" This land is part of project consisting of large number of lands and the plan sanctioned is common for various land mentioned therein.

दस्तावेज क्र. 93340/2019	4) N.A. Order :-Dated 20 th September 2007 bearing no Mahasul/k-1/T-1/NAP/SR-184/07:-
48	N.A. Order given by the Collector of Thane, bearing no Mahasul/k-1/T-1/NAP/SR-184/07 on 20 th September 2007 which are annexed herewith as "Annexure -19"

5) ULC Order :Dated 18th October ,2007 bearing no ULC /TA/ATP/WSHS-20/SR1830 given the office of the additional collector and Competent Authority

:-

An order dated 18th October ,2007 bearing no ULC /TA/ATP/WSHS-20/SR1830 the office of the additional collector and Competent Authority ,Thane Urban

Agglomeration ,Thane,has granted exemption to the Original Owners,in respect of said properties bearing 1) Old Survey no 430,New Survey no 95 admeasuring 4000 sq.mts,under section 20 Urban Land (ceiling &Regulation) Act,1978 to develop the aforesaid properties subject to the condition contained therein.which are annexed herewith as "Annexure-20"

6) Maharashtra Real Estate Regulatory Authority certificate on 14/6/2019 :-

Maharashtra Real Estate Regulatory Authority gave project certificate to Aristone Developers and granted their registration according to Government terms and conditions regardede projet which is situated at Vasudev Paradise,Plot bearing/cts/survey/final plot no. 430 part or Hissa no 2 at Thane 401105.which are annexed herewith as Annexure-21

7) MIRA- BHAYNDAR MUNICIPAL CORPORATION PERMISSION :-

Amended plan sanctioned commencement certificate dated 30/3/2019.

A) The search taken in the office of Sub-Registrar does not reveal any encumbrance adversely affecting the owners .I have perused the DP remark given by Mira Bhayndar Municipal Corporation which is shows that the survey no 95/2 to be located in R Zone. which are annexed herewith as Annexure -22

8) PUBLIC NOTICE IN RESPECT OF MOUJE NAVGHAR TAL AND DIST. S.NO 95/2:-

Public Notice was also given on 1/10/2020 in Dainik Mumbai Lakshdweep and also Free prss news paper but no objection has been received with any adverse title .The parties have revealed that they have not received notice of acquisition or requisition for any public purpose.which are annexed herewith as Annexure 23-24"

9) LETTER GIVEN TO GOVERNMENT BODIES IN RESPECT OF S.NO 95/2 SITUATED AT NVGHAR.:-

Letters is given government bodies like Forest Officer Thane,Land Acquisition Officer and Thane Municipal Corporation on and no objection with any evidence of encumbrances on title has been received which are annexed herewith as Annexure -25 to 27"

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10) ACQUISITION OR REQUISITION.:-


No remark of acquisition or requisition is found in 7/12 extract.

11) CERTIFICATE OF TITLE.

Considering all these documents and subject to observations made in this certificate I am of the opinion that subject to above the title of M/s Aristone Developers as developers with right to construct building thereon and sale and transfer the same on land at Mauje navghar ,Tal and Dist Thane bearing s no 95/2 area 0-40-0H-R-P is clear and marketable.

Date: 4/12/2020

Advocate


Mr. Rajesh Mudholkar

TRUE COPY

PARVEZ A. KHAN
B.Com., L.L.B.
ADVOCATE HIGH COURT

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ANNEXURE B

अहवाल दिनांक : 24/11/2020



महाराष्ट्र शासन
माव जमना वार
अधिकार अभिलेख पत्रक

[महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवहवा (तयार करणे व सुविधित करणे) नियम, 1961 यातील नियम 3,4,5 आणि 6]

गाव :- नवघर तालुका :- ठाणे जिल्हा :- ठाणे शेवटचा फेरफार क्रमांक : 2380 व दिनांक : 20/01/2018
असायन क्रमांक व उपविभाग : 95/2

शुभायन क्रमांक व उपविभाग 95/2	शु-धारणा पध्दती आणि धारदार वगैरे -1	शेवटचा धारदारचे नाव				घाते क्रमांक
		शेव	आकार	चौख	फेफा	
शेव एकक आर चौ मी 40.00.00	दि. इन्स्टेट इन्व्हेस्टमेंट कं. प्रा. लि. मिरा माईदर महानगर पालिका सामाईक शेव	10.23.71	0.49		(1089) (2078)	1181, 1402 कळापे नाव इतर अधिकार इतर दि इन्स्टेट इन्व्हेस्टमेंट कं. लि. (166)
बिन शेती आकारणी 1.91	हरिश्चंद्र बाबुराव पाटील कांतीलाल बाबुराव पाटील लक्ष्मीबाई कामळकर पाटील रोहिणी रामचंद्र म्हाबे निता गणेश पाटील जितेंद्र हरिश्चंद्र पाटील कृपानी हरिश्चंद्र पाटील निता हरिश्चंद्र पाटील सामाईक शेव	29.76.29	1.42		(52) (52) (559) (559) (559) (559) (559)	हर्षद पुनमचंद टोपी यांचा र. व. 1,80,00,000/- या विकसित कराराचा बोजा (907) तुकडा तुकडा (908) इतर मा सिविल जज ठाणे सूट नं. 147-2012 नुसार न्यायप्रविष्ट (1812) इतर ना ज व घा अधिनियम 1976 च्या मंजूर करम 20-21 खालील योजने अंतर्गतचे शेव तसेच पूर्वपरवानगी शिवाय हुस्तांतरण बंदी (2222)
एकूण चौख 0.00.00						
आकारणी 0.00						
जुडी किंवा विशेष आकारणी -						
जने फेरफार क्र. (1),(52),(217),(230),(314),(525),(559),(757),(758),(759),(859),(869),(938),(939),(1089),(1114), (1190),(1191),(1210),(1217),(1272),(1631),(2077),(2078),(2303),(2380),(2780),(2936)						सोमा आणि शुभायन पिन्हे :

माव जमना वार
पिकांची नोंदवहवा

[महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवहवा (तयार करणे व सुविधित करणे) नियम, 1961 यातील नियम 24]

गाव :- नवघर तालुका :- ठाणे जिल्हा :- ठाणे शेवटचा फेरफार क्रमांक : 2380 व दिनांक : 20/01/2018
असायन क्रमांक व उपविभाग : 95/2

वर्षे	इंग्राम	पिकाबाजारी शेवटचा संपूर्ण									सामवहोसाठी उपलब्ध सरसंती जमीन	जम लिचनारी साधन	शेव
		मिथ पिकाबाजारी शेव			घटक पिके व प्रत्येकासाठी शेव			मिर्मळ पिकाबाजारी शेव					
		मिथणाचा साकेत क्रमांक	जम सिधित	अजम सिधित	पिकाचे नाव/जम सिधित	अजम सिधित	अजम सिधित	पिकाचे नाव/जम सिधित	अजम सिधित	अजम सिधित			
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
		आर चौ मी	आर चौ मी		आर चौ मी	आर चौ मी		आर चौ मी	आर चौ मी		अकृषिक साधन	40.0000	
2019-20	संपूर्ण वर्षे												

"या प्रमाणित प्रतीसाठी फी म्हणून 1% रुपये मिळाने."
दिनांक :- 24/11/2020
सांकेतिक क्रमांक :- 2721000943130011001120201501

(नाव :- नितेश नारायण बिमले)
तमाठी साक्ष :- नवघरला :- ठाणे जि :- ठाणे

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Kashimira, Mira Road (E), Thane-401104.

https://mahaferfar.enlightcloud.com/DDM/PgHtm/712

त न न ४
दस्त क्र. 93340/2023
५७ ८२



मिरा भाईंदर महानगरपालिका

मुख्य कार्यालय, भाईंदर (प.),

छत्रपती शिवाजी महाराज मार्ग, ता. जि. ठाणे - 401 101



जा.क्र. मिभा / मनपा / नर / ७५९४ / २०१८-१९ दिनांक - ३०/३/२०१८

प्रति,

अधिकार पत्रधारक - मे. रवी डेवतलपमेटस व इतर

द्वारा - सल्लागार अभियंता - मे. अनिल अॅन्ड असो.

विषय :- मिरा भाईंदर महानगरपालिका क्षेत्रातील मोजे - घोडबंदर + नवघर

मोजे घोडबंदर, 1) स.क्र. 81/1,2,3पै.,5,6; 2) स.क्र. 27/8,9, 3) स.क्र. 27/1, 103।, 2, व स.क्र. 28/5, 29/3, 4) स.क्र. 83/1,2; 85/1/1अ, 5) स.क्र. 86/1,3,4,8अ,8ब,8क व स.क्र. 87/1अपै., 1ब,1क,1ड,2 व स.क्र. 88/1/1, 1/3, स.क्र. 89/1,3, स.क्र. 105/1,2, स.क्र. 225पै. 6) स.क्र. 72/2, 73/1,2,3,4, 74/1,2, 75/1, 79/1,3,4, 7) स.क्र. 82 यासह नव्याने समाविष्ट स.क्र. 26/1, 27/3,5,6,7, 28/1,2पै.,3पै.,29/1; 30/7पै.8पै.; 41/4अ.; 43/2,4,5,6; 55/2; 56/8; 63/1,2,3, 4,6ब,7,8,9; 64/1,2,3,4; 67/1,2; 68/1,2,3; 70/1,2; 81/4ब; 224पै.; 225पै.; 232/1अ,1ब,1क,2अ,2ब; 234/1 व मोजे नवघर मधील स.क्र./ हि.क्र. 1) स.क्र. 92पै.,93, 94, 95पै. (जुना स.क्र. 430 पै., 431, 432, 433पै.), 2)स.क्र. 128 (जुना 444/5), 3) स.क्र. 127 (जुना 443)/1पै., 1पै., 4) स.क्र. 106 (जुना 419), 116(420)/1,2,3, 117(जुना 421)/1,2,3अ,3ब,4,5,6, 103(जुना 422)/1,3पै.,4,5,6,7,8, 9,10,11, 105(जुना 423)/2,3,4,5पै., 5पै., 5पै., 5) स.क्र. 96(जुना 429)/2, 6) 96(जुना 429)/5, 7) 435पै., 436/2, 437/1 ते 11, स.क्र.438/1 ते 3,6, 439/1 ते 6,8; 440/1,3 ते 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.क्र. 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 5ब, 130(जुना 446)/1पै.,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. सहाय प्राधिकारी नागरी संकुलन खाणे यांचेकडील 10(3),10(5) ची व दुबल घटक योजनेची कार्यवाही झालेली नसल्याबाबत चे विकासपत्रे दि.15/03/2018 रोजीच्या रु.300/- च्या स्टॅम्प पेपरवरिल शपथपत्र व बंधपत्र, यु.एल.सी./टिप/एटीपी/इन्स्यु.एच.एस.एच.- 20/एसआर-1640, दि.31/07/2006, एसआर-1478, दि.23/09/2004, एसआर-1477, दि.23/09/2004, एसआर-744, दि.09/11/1994, एसआर-1421, दि.02/04/2004, एसआर-814, दि.07/01/1995, एसआर-1815, दि.17/07/2007, एसआर-621, दि.02/05/1994 व कोरिज्डम 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-1690, दि.30/09/2006, एसआर-1870, दि.29/11/2007, एसआर-679, दि.29/08/1994, कोरिज्डम दि.13/08/2003, एसआर-755, दि.14/11/1994 व कोरिज्डम दि.03/09/2007, एसआर-761, दि.19/12/1994 व कोरिज्डम दि.03/09/2007, एसआर-789, दि.29/12/1994, एसआर-1324अ, 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 कोरिज्डम दि.08/11/2003, एसआर-752, दि.14/11/1994 व कोरिज्डम दि.03/09/2007, एसआर-282, दि.03/09/1989, एसआर-812, दि.07/01/1995 व कोरिज्डम दि.03/09/2007, एसआर-1356, दि.29/10/2003, एसआर-1845, दि.29/10/2007, एसआर-1846, दि.29/10/2007, एसआर-1847, दि.05/09/2007, एसआर-1871, दि.29/11/2007, एसआर-285, दि.19/10/2002, एसआर-1867, दि.27/11/2007, एसआर-1714, दि.02/12/2006, एसआर-764, दि.12/10/1993 व कोरिज्डम दि.13/08/2003, एसआर-1847, दि.29/10/2007, एसआर-528, दि.05/07/1985, एसआर-509, 104 + 75, दि.12/09/2006, एसआर-528, दि.05/07/1985, एसआर-509.

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ट न न ४

दस्त क्र. 93340/2018

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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-890, 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.30/09/2005, 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, एसआर-98+1065, दि.13/06/2003, एसआर-16, दि.26/07/1982, एसआर-1085, दि.28/03/1989, एसआर-385, दि.30/12/1995, एसआर-268+274, दि.30/03/1999, एसआर-10, दि.28/11/2007, एसआर-1133, दि.10/05/1990, एसआर-89+1040+1383, दि.31/12/2002, एसआर-377, दि.30/06/2006, एसआर-281+316+911, दि.30/04/1998, एसआर-1525, दि.10/10/2007, एसआर-561, दि.20/12/1982, एसआर-214, दि.15/08/2004, एसआर-282, दि.03/09/1989, एसआर-157, दि.18/05/1988, एसआर-11, दि.20/03/1989, एसआर-292, दि.06/12/1997, एसआर-116, दि.04/07/1991 व दि.18/05/1984, एसआर-50.61, दि. /03/1992, एसआर-22, दि.30/03/1985, एसआर-106, दि.05/07/2007, एसआर-227, दि.27/11/2007, एसआर-67, दि.27/04/2006, एसआर-59, दि.19/09/1988, एसआर-4, 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, एसआर-99/2011, दि.03/01/2013, एसआर-74/2011, दि.12/09/2011, एसआर-37/05, दि.05/05/2006, एसआर-38/05, दि.12/05/2006, एसआर-67, दि.25/05/1995, एसआर-206/1994, दि.15/04/1995, एसआर-52/2005, दि.01/06/2006, एसआर-184/2007, दि.20/09/2007, एसआर-1/1995, दि.15/04/1995, एसआर-37, दि.06/07/1995, एसआर-106/1990, दि.16/10/1993, एसआर-233/1990, दि.19/08/1991, एसआर-02/1995, दि.06/07/1995, एसआर-72/2007, दि.03/09/2007, एसआर-84/2008, दि.08/05/2008, एसआर-73/2007, दि.11/05/2007, एनएपी/एसआर-83, दि.08/05/2005, एनएपी/एसआर-118/2003, दि.18/08/2004, एनएपी/एसआर-143/2002, दि.03/08/2004, एनएपी/एसआर-85/2005, दि.28/12/2007, एनएपी/एसआर-40/2000, दि.10/03/2008, एनएपी/एसआर-37/2000, दि.10/03/2008, एनएपी/एसआर-65/1995, दि.06/07/1995, एनएपी/एसआर-156/1997, दि.26/03/2002, एनएपी/एसआर-118/2007, दि.07/11/2007, एसआर-328/1989, दि.05/03/1990.

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.

6) या कार्यालयाचे पत्र क्र. मिभा/मनपा/नर/1172/2011-12, दि.07/07/2011 व 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/2563/2009-09, दि.19/09/2009, मनपा/नर/1378/2004-05, दि.06/04/2004, मनपा/नर/2635/2010-11, दि.08/10/2010, मनपा/नर/2372/2015-16, दि.07/09/2015

मनपा/नर/6972/97-98, दि.07/11/1997, मनपा/नर/1982/2016, दि.02/09/2013, दि.24/06/2016, दि.07/07/2016 व दि.25/06/2018 रोजीचे हमीपत्र.

दस्तावेज क्र. 93390/2018
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-: बांध/का/म प्रारंभपत्र :- (सुधारीत रेखांकन नकाशे मंजूरीसह)

(इमारत प्रकार XXVIII, XXIX, XXX, XXXI, XXXII, XXXV, XXXVI, XXXVII, XXXVIII, O-1, M-1, III, IV व HALL-1, HALL-11, XII, XIII, XIV, XV, XVI, XVII, 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 भाईंदर महानगरपालिका क्षेत्रातील मौजे - घोडबंदर + नवघर सि.स.नं./सर्वे क्र./हिस्सा क्र. वरीलप्रमाणे या जमिनीतील रेखांकन, इमारतीचे बांधकाम नकाशांस खालील अटी व शर्तीचे अनुपालन आपणाकडून होण्याच्या अधीन राहून ही मंजूरी देण्यात येत आहे.

- 1) सदर भूखंडाचा वापर फक्त बांधकाम नकाशात दर्शविल्यानुसार रहिवास + वाणिज्य वापरासाठीच करावयाचा आहे.
- 2) सदरच्या बांधकाम परवानगीने आपणास आपल्या हक्कात नसलेल्या जागेवर कोणतेही बांधकाम करता येणार नाही.
- 3) मंजूर नकाशाप्रमाणे जागेवर प्रत्यक्ष मोजणी करून 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 घटईक्षेत्राचे व परवानगीत नमुद अटी व शर्तीचे उल्लंघन केल्यास / पालन न केल्यास या सर्व कृतीस मुळ विकासक व वास्तुविशारद जबाबदार राहिल.
- 5) या जागेच्या आजुबाजुला जे पुर्वीचे नकाशे मंजूर झाले आहेत त्याचे रस्ते हे सदर नकाशातील रस्त्याशी प्रत्यक्ष मोजणीचे व सिमांकनाचे वेळी सुसंगत जुळणे आवश्यक आहे. तसेच या जागेवरील प्रस्तावित होणा-या बांधकामास रस्ते संलग्नित ठेवणे व सार्वजनिक वापरासाठी खुले ठेवणेची जबाबदारी विकासक / वास्तुविशारद / धारक यांची राहिल. रस्त्याबाबत व वापराबाबत आपली / धारकांची कोणताही हरकत असणार नाही.
- 6) नागरी जमीन धारणा कायदा 1976 चे तरतुदीना व महाराष्ट्र जमीन महसूल अधिनियमाच्या तरतुदीस 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 राहिल.
- 7) रेखांकनात / बांधकाम नकाशात इमारतीचे समोर दर्शविण्यात / प्रस्तावित करण्यात आलेली सामासिक अंतराची जागा ही सार्वजनिक असून महानगरपालिकेच्या मालकीची राहिल व या जागेना 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 संबंधित व्यक्ती जबाबदार राहतील. तसेच वरील जागेस पांच मार्ग उपलब्ध असल्यास जागेच्या मालकीहक्काबाबतचा वाद उत्पन्न झाल्यास अर्जदार, विकासक, वास्तुविशारद, धारक व संबंधित व्यक्ती यांमध्ये तफावत निर्माण झाल्यास सुधारीत मंजूरी देणे कमी प्रमाणे आहे.

दस्त क्र. ९३३५०/२०१९

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- 9) मंजूर रेखांकनातील रस्ते, इनेज, गटारे व खुली जागा (आर.जी.) अर्जदाराने / विकासकाने महानगरपालिकेच्या नियमाप्रमाणे पूर्ण करून सुविधा सार्वजनिक वापरासाठी कायम स्वरूपाे खुली ठेवणे बंधनकारक राहिल.
- 10) मंजूर रेखांकनातील इमारतीचे नियमावलीनुसार जोत्याचे प्रमाणपत्र प्राप्त केल्याशिवाय उर्वरीत बांधकाम करण्यात येऊ नये.
- 11) इमारतीचे उद्वाहन, अग्निशमन तरतूद, पाण्याची जमिनीवरील व इमारतीवरील अशा दोन टाक्या, दोन इलेक्ट्रीक पंपसेटसह तरतूद केलेली असली पाहिजे.
- 12) महानगरपालिका आपणास बांधकामासाठी व पिण्यासाठी व इतर कारणासाठी पाणीपुरवठा करण्याची हमी घेत नाही. याबाबतची सर्व जबाबदारी विकासक / धारक यांची राहिल. तसेच सांडपाण्याची सोय व मलविसर्जनाची व्यवस्था करण्याची जबाबदारी विकासकाची / धारकाची राहिल. तसेच बांधकाम सुरु करतेवेळी बांधकाम संपेपर्यंत तेथील बांधकाम कामगारांसाठी आवश्यकतेप्रमाणे पुरेशा शौचालयाची व पाळणाघराची व्यवस्था करणे आपणावर बंधनकारक राहिल.
- 13) अर्जदाराने स.क्र. / हि.क्र. 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 राहिल. तसेच सर्व मंजूरीचे मुळ कागदपत्र तपासणीसाठी / निरीक्षणासाठी जागेवर सर्व कालावधीसाठी उपलब्ध करून ठेवणे ही वास्तुविशारद व विकासक यांची संयुक्त जबाबदारी आहे. अशी कागदपत्रे जागेवर प्राप्त न झाल्यास तातडीने काम बंद करण्यात येईल.

14) मंजूर रेखांकनातील इमारतीचे बांधकाम करण्यापूर्वी मातीची चाचणी (Soil Test) घेऊन व बांधकामाची जागा भूकंप प्रवण क्षेत्राचे अनुषंगाने सर्व तांत्रिक बाबी विचारात घेऊन (Specifically earthquake of highest intensity in seismic zone should be considered) आर.सी.सी. डिझाईन तयार करून संबंधीत सक्षम अधिका-यांची मंजूरी घेणे. तसेच इमारतीचे आयुष्यमान, वापर, बांधकाम चालू साहित्याचा दर्जा व गुणवत्ता 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 राहिल.

15) आपण सादर केलेल्या हमीपत्राप्रमाणे जोत्याच्या दाखल्यापूर्वी नव्याने सामाविष्ट केलेल्या जमिनीबाबतची विनिश्चिती / रुपांतरित कर भरणा दाखला व पावती, नोंदणीकृत करारनामे, विकास योजना रस्त्याने / आरक्षणाे बांधीत क्षेत्र महानगरपालिकेच्या नावे महसुली 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 मूळीच्या हद्दीमध्ये कोणताही बदल झाल्यास त्याप्रमाणे भविष्यात सुधारीत मंजूरी घेणे बंधनकारक राहिल.

16) नागरी जमीन कमाल धारणा कायदाबाबतचा नोंद घेऊन त्याच्या नव्याचा निकाल तसेच यु.आर.सी. विभागाकडील आदेशातील अटीशी आपणावर बंधनकारक राहिल.

17) जोत्याच्या दाखल्यापूर्वी सी.आर.झेड. ने बांधीत नसलेल्या आरक्षणाखालील जागेसाठी कुणभित्तीचे बांधकाम व माती भराव तसेच विकास योजना रस्त्यासाठी भराव करणे आपणावर बंधनकारक राहिल.

18) साधारणतः सामाविष्ट असलेल्या जमिनीपैकी बांधकाम प्रारंभपूर्वीच सामाविष्ट असलेल्या जमिनीसाठी मालकीहक्काच्या परिपूर्ण कागदपत्रांसह फेरप्रस्ताव मंजूरीसाठी सादर करणे बंधनकारक असून सादर जागेसाठी सोबतच्या रेखांकन नकाशा

पुर्वबांधीलगी म्हणून गृहित धरता येणार नाही



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Lawyer

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- 19) जोत्याच्या दाखल्यापुर्वी प्रस्तावित जागेच्या मालकीहक्काच्या अनुषंगाने सर्व जागांचे टायटल क्लिअर असल्याबाबतचे टायटल व सर्च रिपोर्ट सादर करणे बंधनकारक राहिल.
- 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 सादर 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 मुदतवादीसह प्रस्तावित इमारत प्रकार ई-१, एफ-१ (संख्या २), 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.२४/०६/२०१६, दि.०७/०७/२०१६ व दि.२५/०६/२०१८ रोजी सादर केलेल्या हमीपत्राचे पालन करणे आपणावर बंधनकारक राहिल.
- 24) जागेच्या मालकीहक्काबाबत कोणत्याही स्वरूपाचा वाद निर्माण झाल्यास त्याबाबतची जबाबदारी सर्वस्वी विकासकाची राहणार असून त्यासाठी महानगरपालिका जबाबदार राहणार नाही.
- 25) सदर परवानगी अन्वये विद्यमान इमारतीवरिल वादीव मजले प्रस्तावित असल्यामुळे सादर प्रकारच्या इमारतीसह इतर इमारतीचे प्रत्यक्ष बांधकाम सुरु करणेपुर्वी मान्यताप्राप्त Structural Engineer कडून प्रमाणित करून घेणेसह त्या अनुषंगीक सुरक्षाच्या दृष्टीकोनातून आवश्यक उपाययोजना करणे तसेच याबाबत कोणत्याही प्रकारची जिवीत किंवा वित्त हानी झाल्यास त्यासाठी विकासक, वास्तुविशारद / सल्लागार अभियंता व स्ट्रक्चरल इंजिनिअर यांची संयुक्त जबाबदारी राहणार असून याबाबत कोणत्याही प्रकारे महानगरपालिका जबाबदार राहणार नाही.
- 26) जोत्याच्या दाखल्यापुर्वी टी इस्टेट इन्व्हेस्टमेंट कंपनी प्रा.लि. 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 आपणाविरुद्ध दंडात्मक कार्यवाही करण्यात येईल.

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दस्त क्र. ९३३५०/२०१९	
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संपूर्ण जबाबदारी विकासक, वास्तुविशारद, स्ट्रक्चरल अभियंता यांच्या वर ठेवता येणार नाही.

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31) महानगरपालिकेने मंजूर केलेले बांधकाम नकाशे व बांधकाम प्रारंभपत्र रद्द करण्याची कार्यवाही खालील बाबतीत करण्यात येईल व मुंबई प्रांतिक महानगरपालिका अधिनियम 1949 व महाराष्ट्र प्रादेशिक व नगररचना अधिनियम 1966 च्या तरतूदीनुसार संबंधिताविरुद्ध विहित कार्यवाही करण्यात येईल.

- 1) मंजूर बांधकाम नकाशाप्रमाणे बांधकाम न केल्यास.
- 2) मंजूर बांधकाम नकाशे व प्रारंभपत्रातील नमुद सवें 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) महानगरपालिकेकडे सादर केलेल्या प्रस्तावात चुकीची माहिती व विधी ग्राह्यता नसलेली कागदपत्रे सादर केल्यास व प्रस्तावाच्या अनुषंगाने महानगरपालिकेची दिशाभूल केल्याचे निदर्शनास आल्यास या अधिनियमाचे कलम २५८ अन्वये कार्यवाही करण्यात येईल.

32) प्रस्तावित इमारतीमध्ये तळ मजल्यावर स्टिल्ट (Still) प्रस्तावित केले असल्यास स्टिल्टची उंची मंजूर बांधकाम नकाशाप्रमाणे ठेवण्यात यावी व या जागेचा वापर वाहनतळासाठीच करण्यात यावा.

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

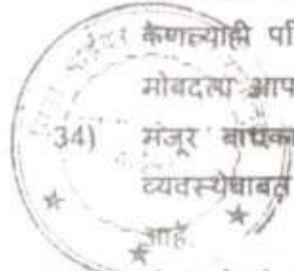
34) मंजूर बांधकाम नकाशातील 15.00 मी. पेक्षा जास्त उंचीचे इमारतीचे अग्निशमन व्यवस्थेबाबत सक्षम अधिका-याचे ' नाहरकत प्रमाणपत्र ' सादर करणे बंधनकारक आहे.

35) मंजूर रेखांकनाच्या जागेत विद्यमान इमारत तोडण्याचे प्रस्तावित केले असल्यास विद्यमान बांधकाम क्षेत्र महानगरपालिकेकडून प्रमाणीत करून 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 तदनंतरच 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, निवासक व धारक यांच्यावर व्यक्तिशः कायदेशीर कार्यवाही करण्यात येईल.

37) या मंजूरीची मुदत एक वर्षापर्यंत राहिले व नंतर महाराष्ट्र प्रादेशिक व नगररचना अधिनियम 1966 चे तरतूदीनुसार विहित कालावाधीसाठी मुदतीकरण करण्यात येईल. अन्यथा सदरची मंजूरी कायदेशीररित्या आपोआप रद्द होईल. 12. सदरच्या आदेशातील अटी व शर्तीचे पालन करणेची जबाबदारी अधिकारपत्रधारक, बांधकाम पर्यवेक्षक, वास्तुविशारद, स्ट्रक्चरल अभियंता व धारक यांची राहिल.

38) सदर जागेच्या मालकीबाबत व न्यायालयात दावा प्रलंबित नसल्याबाबत आपण प्रतिज्ञापत्र दि. 25/06/2018 रोजी दिलेले आहे. याबाबत काहीही विसंगती आढळून आल्यास न्यायालयात प्रवानगी रद्द करण्यात येईल.



ठळक नोंद

दस्तावेज क्र. 93340/2018

आपोआप रद्द होईल. 12



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TRUVEDA

PARVEZ A. G. NAGAR CHSL., W. E. HIGHWAY, KASHIMIRA, MIRA ROAD (E), THANE-401104.

ADVOCATE

- 40) सदर जागेच्या मालकीहक्काबाबत जागेच्या हद्दीबाबत मा. न्यायालयीन दाव्याबाबत व पोर्होच रस्त्याबाबत सर्वस्वी जबाबदारी विकासांची राहणार असून त्याबाबत महानगपालिका जबाबदार राहणार नाही. तसेच याबाबत कोणत्याही प्रकारची विसंगती आढळल्यास सदर परवानगी रद्द समजणेत येईल.
- 41) यापूर्वी पत्र क्र. _____ अन्वये यासोबतच्या मंजूर रेखांकनात प्रस्तावित केलेल्या इमारतीचे बांधकाम खालीलप्रमाणे मर्यादीत ठेवून त्यानुसार कार्यान्वीत करणे बंधनकारक राहिल.

अ.क्र.	इमारतीचे नांव / प्रकार	संख्या	तळ + मजले	यापूर्वीच्या मंजूरीप्रमाणे मंजूर क्षेत्र (चौ.मी.)	नव्याने प्रस्तावित बांधकाम क्षेत्र (चौ.मी.)
1	5, 6	2	स्टिल्ट + पोजियम1 + पोजियम2 + 21	6120.76	3645.98
2	7	1	स्टिल्ट + पोजियम1 + पोजियम2 + 21	2478.87	2191.02
3	8, 9	2	स्टिल्ट + पोजियम1 + पोजियम2 + 21	2083.68	8522.58
4	10	1	पार्ट तळ + 21	961.44	6002.04
5	17	1	तळ + 4	574.72	223.32
6	Type B	1	पार्ट स्टिल्ट + 7	1005.62	109.47
7	Type H	1	पार्ट स्टिल्ट + 16	1761.37	918.16
8	Type G	1	(विंग बी) पार्ट तळ + 17 (विंग सी) पार्ट तळ + 16	3495.08	2018.58
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		
13	Type D (Wing A-B)	1	स्टिल्ट + 16	1715.13	6458.83
14	C-2	1	पार्ट स्टिल्ट + पोजियम1 + पोजियम2 + 20	2540.13	2101.16
15	C-3	1	पार्ट स्टिल्ट + पोजियम1 + पोजियम2 + 20	3349.81	2650.77
16	C-4	1	स्टिल्ट + पोजियम1 + पोजियम2 + 20	3407.64	2747.98
17	C-6	1	स्टिल्ट + पोजियम1 + पोजियम2 + 20	2456.46	2057.45
18	B-1	1	पार्ट स्टिल्ट + पोजियम1 + पोजियम2 + 21	382.85	5420.60
19	B-2	1	पार्ट स्टिल्ट + पोजियम1 + पोजियम2 + 21	712.98	7516.92
20	E-1A	1	स्टिल्ट + पोजियम1 + पोजियम2 + 21	4061.47	1451.06
21	E-1D	1	स्टिल्ट + पोजियम1 + पोजियम2 + 21	4061.47	1451.06
22	F-1C	1	स्टिल्ट + पोजियम1 + पोजियम2 + 21	3560.59	1031.72
23	F-1B	1	स्टिल्ट + पोजियम1 + पोजियम2 + 21	3560.59	1031.72
24	G-1, G-2, G-3	1	पार्ट स्टिल्ट + पोजियम1 + पोजियम2 + 21 पार्ट	10014.47	12765.08
25	K	1	स्टिल्ट + 20	1894.07	1948.85
26	Type A Wing A & B	1	पार्ट स्टिल्ट + 7	3003.91	89.37
27	Type B Wing C & D	1	पार्ट स्टिल्ट + 9	1735.35	1336.18
28	XXXX	1	पार्ट स्टिल्ट + 6	1979.54	425.72
29	12	1	पार्ट स्टिल्ट + 12	1345.87	2626.65
30	C-5	1	पार्ट स्टिल्ट	0.00	92.84
31	E-1	1	पार्ट		108.96
32	B	1	पार्ट		120.80

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दस्ता क्र. 93340/2023

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TRUE COPY

Farvez A. Khan

FARVEZ A. KHAN
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ADVOCATE HIGH COURT
A/2/204, A. G. Nagar CHSL, W. E. Highways,
Kashimira, Mira Road (E), Thane-401104.



अ.क्र.	इमारतीचे नांव / प्रकार	संख्या	तळ + मजले	यापुर्वीच्या मंजूरीप्रमाणेचे मंजूर क्षेत्र (घो.मो.)	शेक्याने प्रस्तावित बांधकाम क्षेत्र (घो.मो.)
33	RH-2	1	तळ + 2	133.78	67.89
34	X	1	पार्ट तळ + 22	0.00	7467.02
35	XXXIII (विंग ए.बी)	1	पार्ट स्टिन्ट + पोटियम + 21 पार्ट	0.00	11146.35
36	XXXV	1	पार्ट स्टिन्ट + 22 पार्ट	0.00	6817.88
37	XXVIII	1	स्टिन्ट + पोटियम1 + पोटियम2 + 21	0.00	6564.21
38	XXIX	1	स्टिन्ट + पोटियम1 + पोटियम2 + 21	0.00	6564.21
39	XXX, XXXI	2	स्टिन्ट + पोटियम1 + पोटियम2	0.00	0.00
40	XXXII	1	स्टिन्ट	0.00	0.00
41	HALL XXXIV	1	तळ + 4	0.00	835.08
42	RH-1	1	स्टिन्ट + 3	0.00	165.95
43	XXXVI	1	स्टिन्ट + पोटियम + 21	0.00	5069.04
44	XXXVII, XXXVIII	2	स्टिन्ट + पोटियम	0.00	0.00
45	S-2	1	तळ + 1	0.00	105.36
46	RH-3	1	तळ + 2	0.00	103.64
47	O-1	1	तळ + 1	0.00	268.18
48	M-1	1	तळ	0.00	40.64
49	II	1	तळ	0.00	180.00
50	III, IV	2	स्टिन्ट	0.00	0.00
51	HALL 1	1	तळ + 4	0.00	811.35
52	HALL XI	1	तळ + 4	0.00	1226.72
53	XII, XIII	2	स्टिन्ट	0.00	0.00
54	XIV, XV, XVI, XVII, XVIII, XIX	6	बेसमेंट + स्टिन्ट + पोटियम1 + पोटियम2	0.00	0.00
55	SHOP	1	बेसमेंट + स्टिन्ट	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	Row House	20	स्टिन्ट + 2	0.00	0.00
59	Type B	1	स्टिन्ट + 2	0.00	0.00

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दस्त क्र. 93340/2023



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PARVEZ
ADVOCATE
10/04/2015

42) यापूर्वी पत्र क्र. निमा/मनपा/नर/2853/2013-14 दि.06/11/2013 (इमारत क्र. 5 ते 9, 10, 13, 14, 15, 16, 17, 18, 19, 20, 21 ते 28 च्या मर्यादित), मनपा/नर/145/2011-12 दि.18/04/2011 (इमारत प्रकार ए.बी) मनपा/नर/3778/2009-10, दि.25/01/2010 (इमारत प्रकार डी विंग ए.बी), मनपा/नर/4368/2010-11 दि.13/01/2010 (इमारत प्रकार ओ), मनपा/नर/2633/2010-11, 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 मर्यादित), मनपा/नर/2756/2010-11, दि.22/10/2010 (इमारत प्रकार ए.बी) मनपा/नर/1876/2004-15, दि.06/04/2004 अन्वये इमारत प्रकार ओ, मनपा/नर/2853/2013-14, दि.06/11/2013 (इमारत टाईप सी-5, ई-1, टाईप बी), मनपा/नर/661/2011-12, दि.05/05/2011 (इमारत प्रकार ए.बी) मनपा/नर/2855/2013-14, दि.06/11/2013 व मनपा/नर/104728/9798, दि.24/03/1998 अन्वये इमारत प्रकार ई-1, मनपा/नर/2372/2015-16, दि.09/09/2015 अन्वये इमारत प्रकार 7अ, 7बी, 8अ, 8बी साठी व मनपा/नर/4528/2008-09, दि.26/03/2009 अन्वये इमारत क्र. 12 साठी अन्वये देण्यात आलेली मंजूरी रद्द करण्यात येत आहे.

- 43) जागेवर रेन वॉटर हार्वेस्टिंगची व्यवस्था करणे तसेच त्याबाबतची यंत्रणा स्वतंत्र ओव्हरटॅक व प्लंबिंग लाईनसह कार्यान्वीत ठेवणे व त्याबाबत पाणीपुरवठा विभागाकडील प्रमाणपत्र सादर करणे बंधनकारक राहिल.
- 44) प्रस्तावित इमारतीसाठी भोगवटा दाखल्यापूर्वी प्रती सदनिका 100 लिटर या क्षमतेची सौर उर्जा वरिल पाणी गरम करण्याची व्यवस्था (सोलार वॉटर हीटिंग सिस्टीम) बसवून कार्यान्वीत करणे व त्याबाबत सार्वजनिक बांधकाम विभागाकडील नाहरकत दाखला सादर करणे आपणावर बंधनकारक राहिल.
- 45) भोगवटा दाखल्यापूर्वी 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 अटीशर्तीची पूर्तता करणे आपणावर बंधनकारक राहिल.
- 48) भोगवटा दाखल्यापूर्वी विकास योजना रस्त्याने बाधीत क्षेत्राचा नोंदणीकृत करारनाम्यासह मिरा भाईंदर महानगरपालिकेच्या 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) महाराष्ट्र प्रांतिक महानगरपालिका अधिनियम 1949 चे कलम 263 अन्वये भोगवटा दाखला घेणे आपणावर बंधनकारक राहिल.
- 51) सदरच्या जागेवर बांधकामासाठी 200 पैसा जास्त बांधकाम कामगार असल्यास काम केल्यासाठी बांधकाम कामगारांसाठी महाराष्ट्र इमारत व इतर बांधकाम कामगार कल्याणकारी मंडळ यांचेमार्फत राबविण्यात येणा-या योजना, त्यासाठीचे अर्ज, त्यासंबंधी इतर आवश्यक माहिती तसेच पात्र बांधकाम कामगारांची नोंदणी करित 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. अटीची पूर्तता न केल्यास महाराष्ट्र प्रादेशिक व नगररचना अधिनियम 1966 व मुंबई प्रांतिक महानगरपालिका अधिनियम 1949 अन्वये विकासकावर गुन्हा नोंद करून पुढील कार्यवाही करण्यात येईल.
- 53) शासनास हस्तांतरित करावयाच्या सदनिका शासनास हस्तांतरित 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 बंधनकारक राहिल.

55) मंजूर विकास नियंत्रण नियमावलीमधील तरतूदीप्रमाणे आवश्यक वृक्ष लागवड करणे बंधनकारक राहिल.

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दस्ता क्र. १३३५०/२०२३	
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PARVEZ A. KHAN
B.Com., L.L.B.
ADVOCATE HIGH COURT
A/2/204, A. G. Nagar CHSL, W. E. Highway,
Kashimira, Mira Road (E), Thane-401104.

TRUE COPY

- 56) सदर जागेमध्ये इमारतीचे बांधकाम सुरु करतांना बांधकामाच्या अनुषंगीक कामामुळे सभोवतालच्या इमारतींना / बांधकामांना / रहिवाश्यांना त्रास होणार नाही किंवा जिवीत वा वित्त हानी होणार नाही याची खबरदारी घेणेची सर्वस्वी जबाबदारी विकासक / वास्तुविशारद, स्ट्रक्चरल इंजिनियर / साईट सुपरव्हाईजर यांची राहणार असून त्यासाठी महानगरपालिका जबाबदार राहणार नाही.
- 57) सदर गृहसंकुलातील रहिवाश्यांसाठी 20 टन क्षमतेच्या जैविक खत निर्माती प्रकल्प उभारून कार्यान्वीत करणे आपणावर बंधनकारक राहिल.
- 58) सदर जागेबाबत शासन निर्देशाप्रमाणे आवश्यक असणा-या परवानग्या / नाहरकत दाखले प्राप्त करून 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 16498 / 2023-24

दि. 30/3/2024

Mirza Bhaidar
आयुक्त

मिरा भाईदर महानगरपालिका

21/9/16

पत - साहितीस्तव व पुढील कार्यवाहीस्तव

- 1) विभाग प्रमुख
अतिक्रमण तथा अनाधिकृत बांधकाम नियंत्रण विभाग
- 2) कर निर्धारक व संकलक अधिकारी
कर विभाग
- 3) उद्यान अधीक्षक, उद्यान विभाग



TRUE COPY

Parvez A. Khan

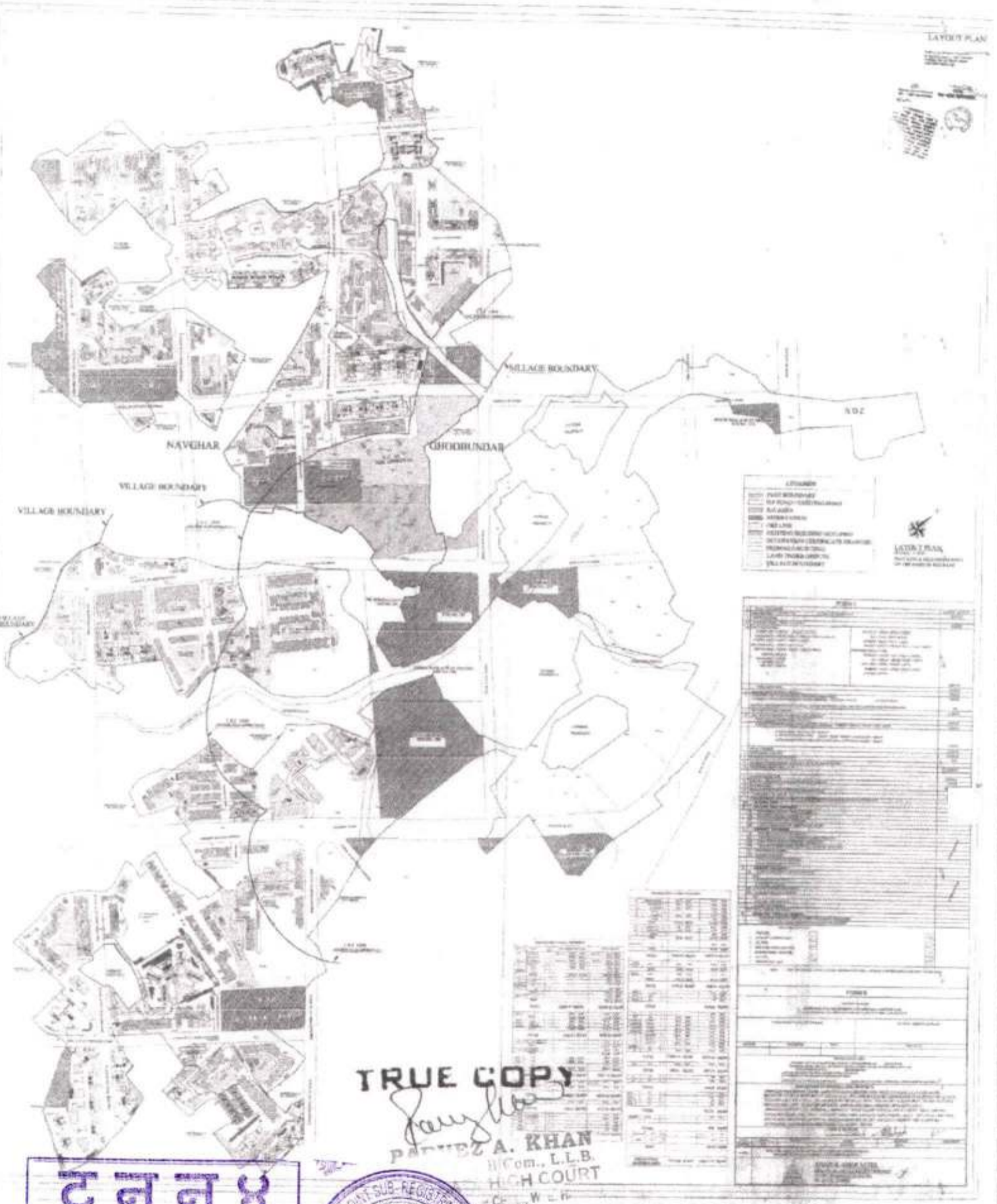
PARVEZ A. KHAN
B.Com., L.L.B.
ADVOCATE HIGH COURT
A/2/204, A. G. Nagar CHSL., W. E. Highway,
Kashimira, Mira Road (E), Thane-401112

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ANNEXURE C2 & C2A



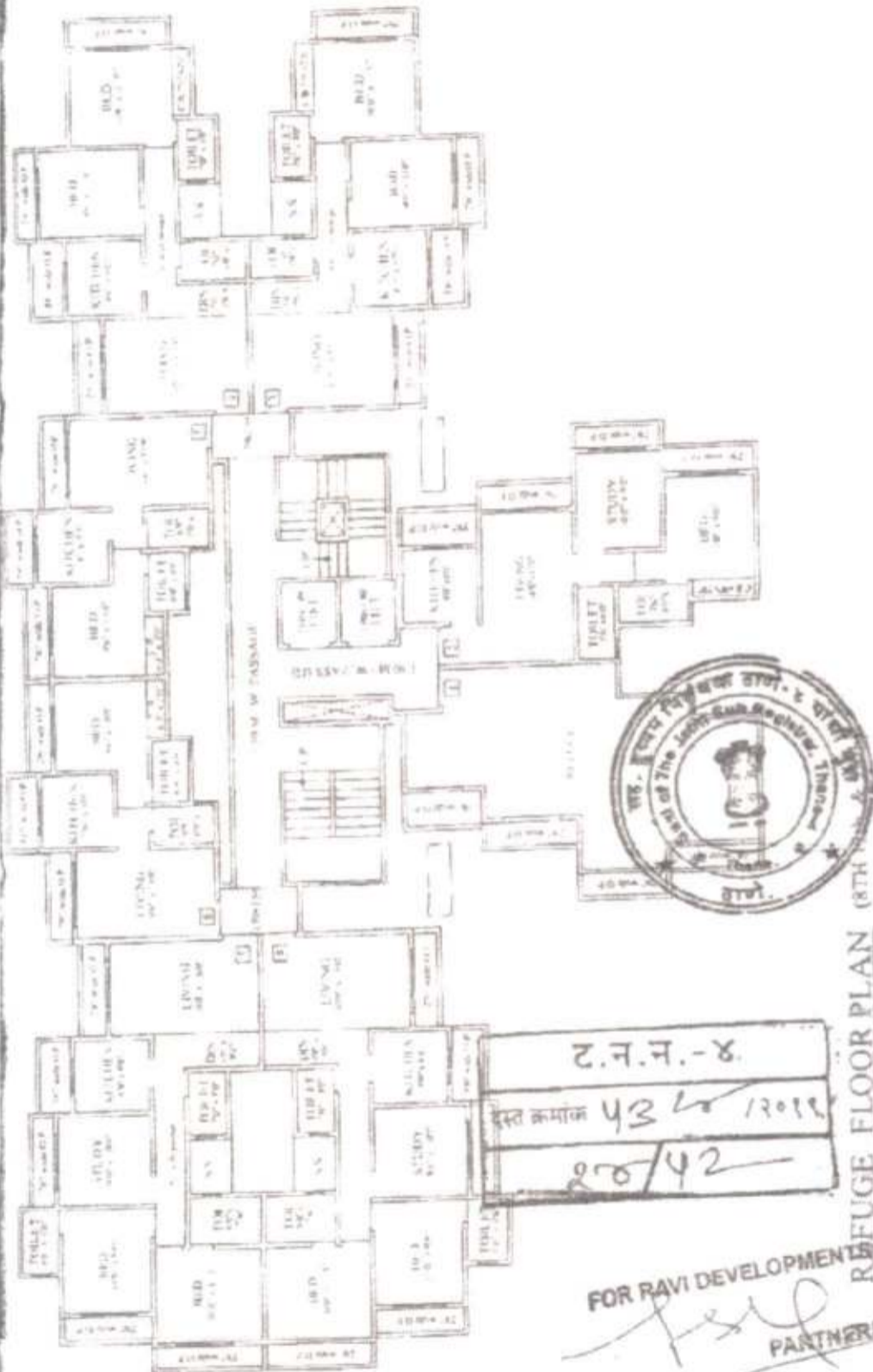
TRUE COPY

Parvez A. Khan
PARVEZ A. KHAN
 H.Com., L.L.B.
 HIGH COURT
 CE, W-C-N

ट न न ४
 दस्त क्र. 93290/2023
 EC LR



ANNEXURE C3 & E



ट.न.न.-४
 दस्त क्रमांक ५३४/२०१२
 २०/५२

FOR RAVI DEVELOPMENT PARTNERS

REFUGEE FLOOR PLAN (8TH FLOOR)

(WING - A)

Survey No. 430 at Mira Road STP : Sale Plan

TRUE COPY

PARVEZ A. KHAN
 B. Com., L.L.B.
 ADVOCATE HIGH COURT
 42/214, W. E. Highway,
 Thane-401104

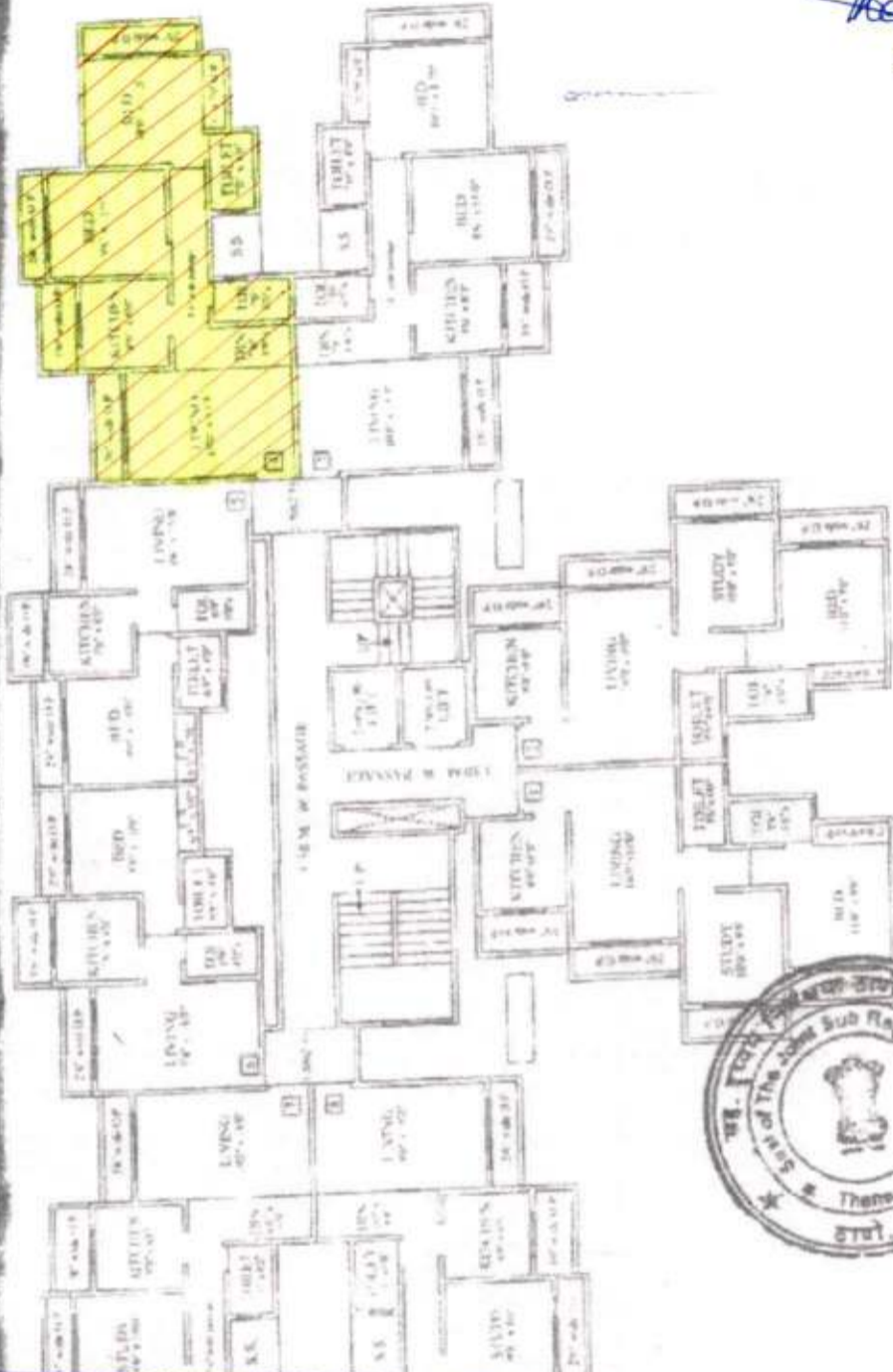
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 दस्त क्र. ९३३९० / २०२३
 ६९ ८२



O.P. Mallya
P.A. Mallya
P.P. Mallya

For ARISTONE DEVELOPERS

[Signature]
PARTNER



TYPICAL FLOOR PLAN (2nd to 7th, 9th to 12th, 14th to 17th, 19th to 22th)

(WING - A)

Survey No. 430 at Mira Road STP : Sale Plan

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दस्ता क्र. 93340/2023

190

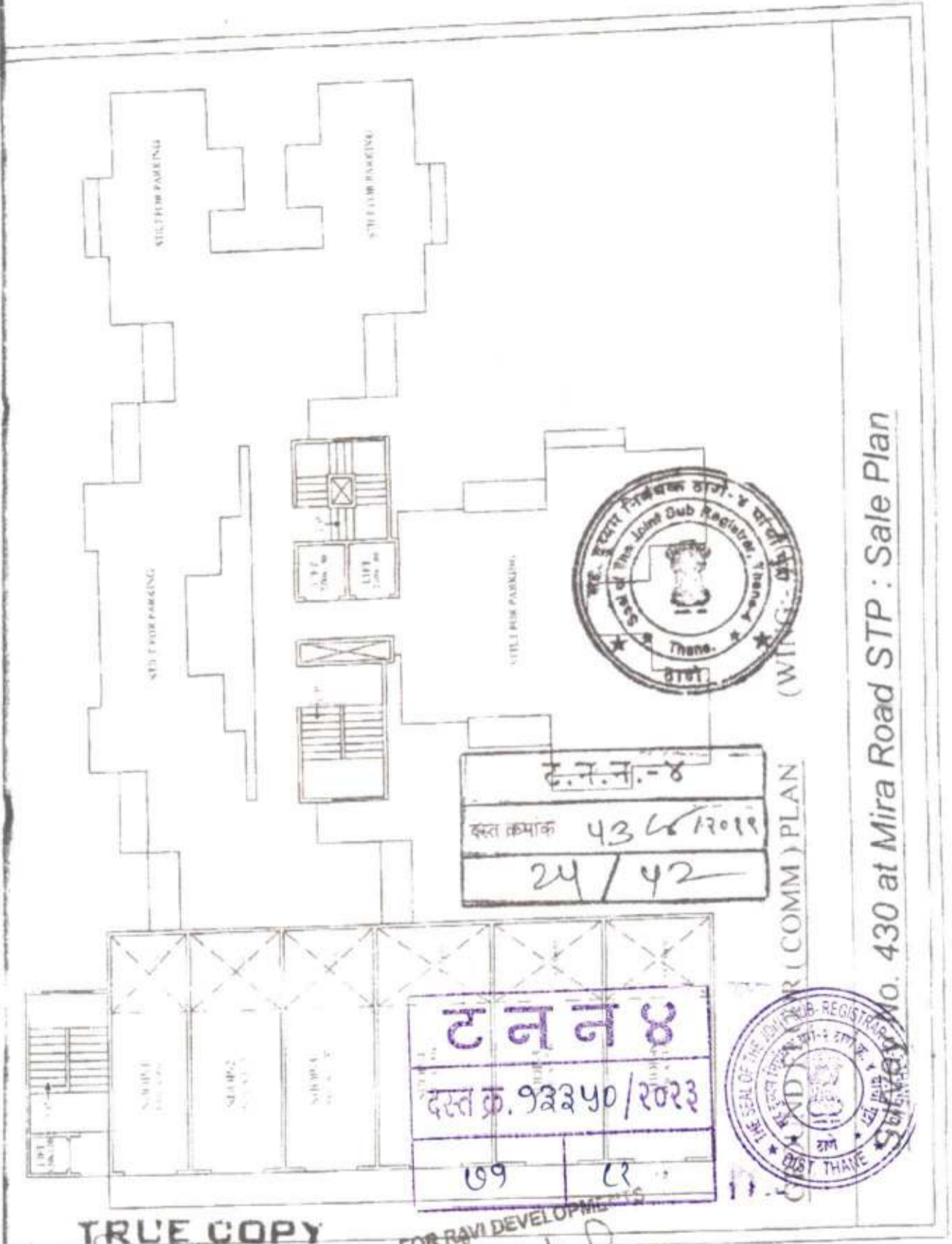
TRUNCOP



FOR RAVI DEVELOPMENTS
[Signature]
PARTNER

[Signature]
PARVEZ A. KHAN
B.Com., L.L.B.
ADVOCATE HIGH COURT
KOTDA A. Road, C.A.S., W.E. Highway
Mira Road (E), Thane-401104.

ट.न.व.-४
दस्ता क्रमांक 430/2023
23/42



TRUE COPY

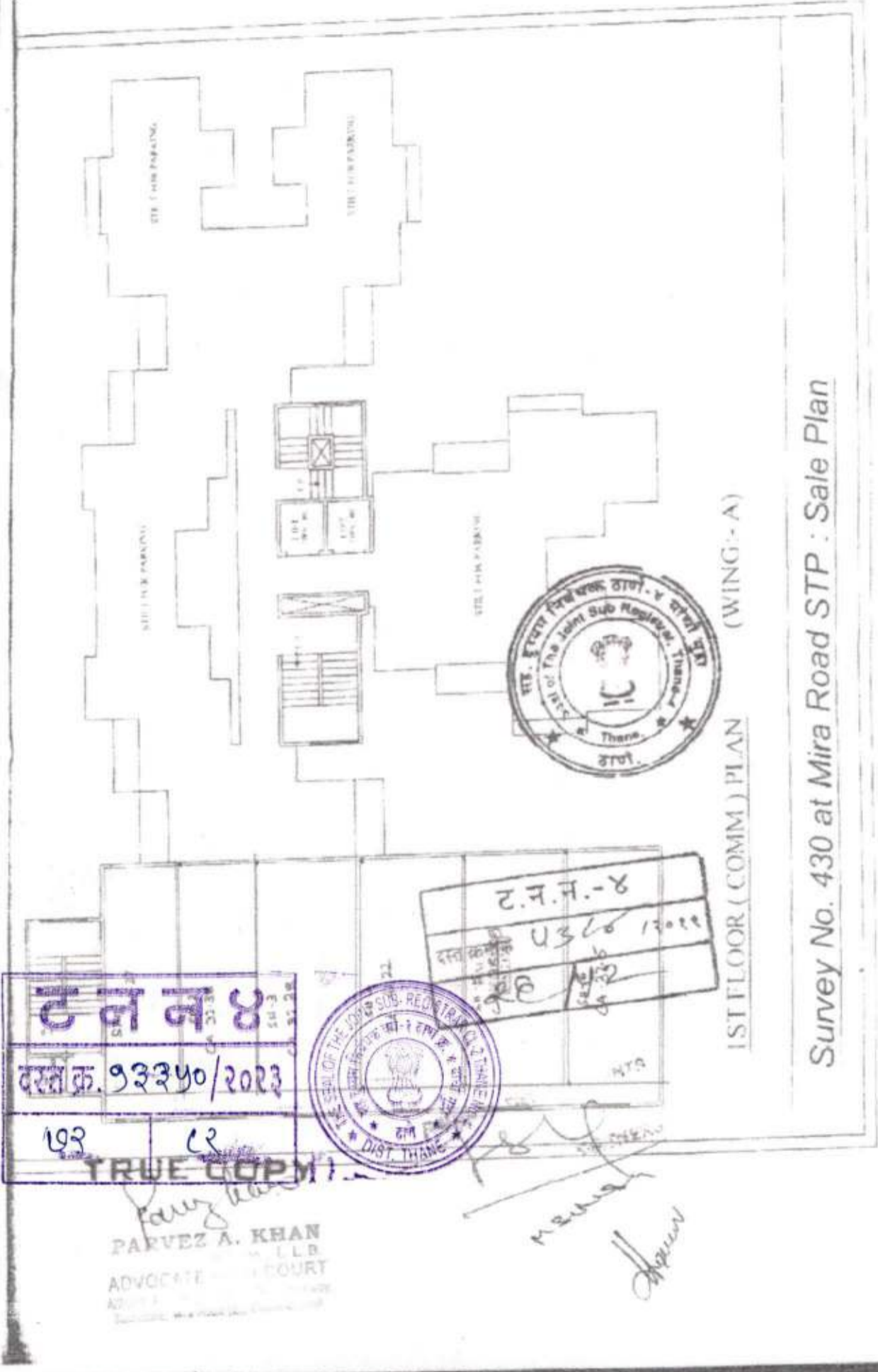
FOR RAVI DEVELOPMENTS


PARVEZ A. KHAN
 B.Com., L.L.B.
 DISTRICT ATTORNEY COURT
 A-21, Mira Road (E) Highway,
 Kurla, Mira Road (E), Thane-401104.

PARTNERS




Survey No. 430 at Mira Road STP : Sale Plan



1ST FLOOR (COMM) PLAN (WING-A)

Survey No. 430 at Mira Road STP : Sale Plan

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 वसत क्र. १३३५०/२०२३
 १९३ ८२

ट.न.न.-४
 ५३६० १३०११

SEAL OF THE JOINT SUB-REGISTRAR, THANE DIST. THANE

TRUE COPY
 PARVEZ A. KHAN
 ADVOCATE
 COURT

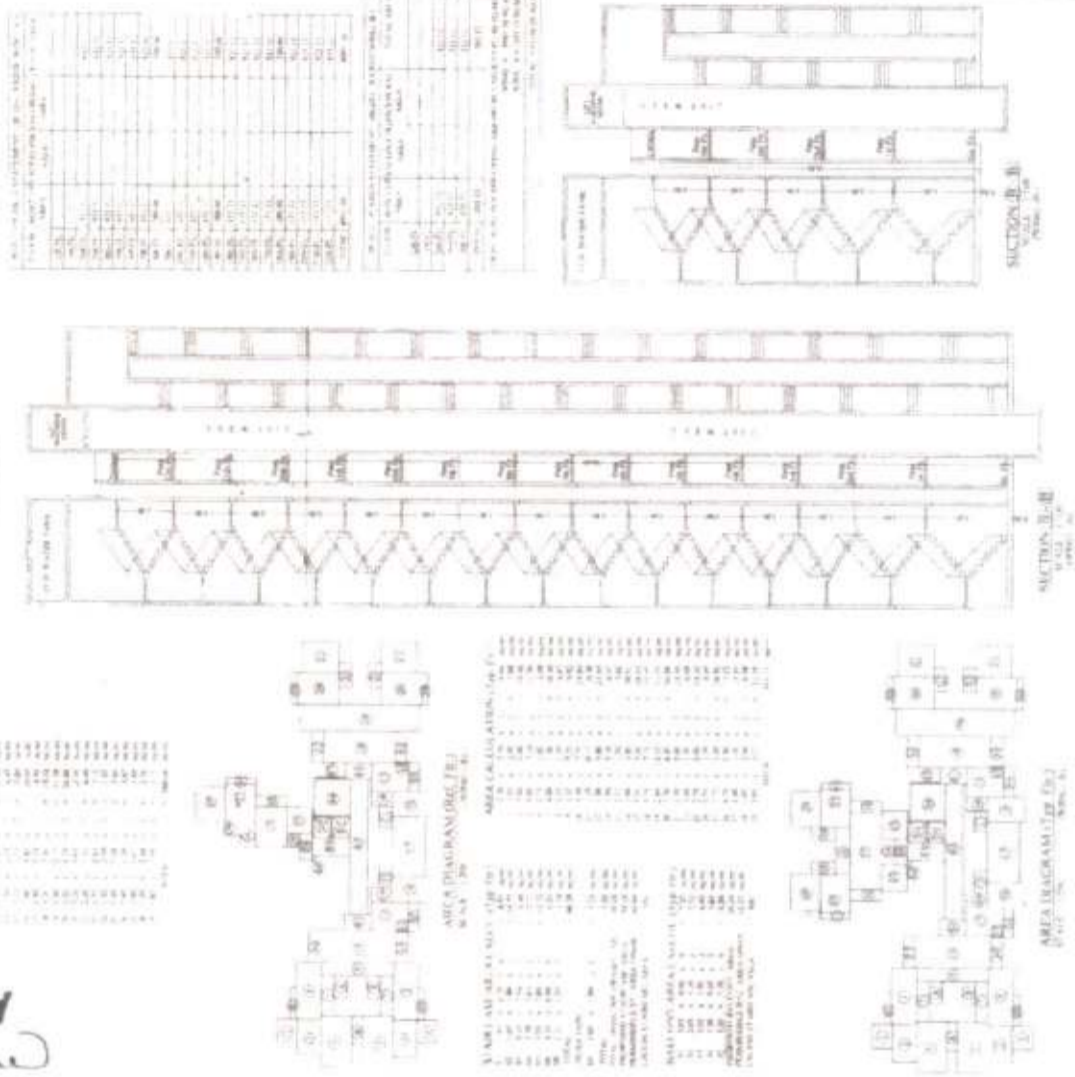
Handwritten signatures and initials

37
 (B) TO, CIVIL ENGINEER,
 DISTRICT, A & R
 DISTRICT ENGINEERING OFFICE,
 DISTRICT HEADQUARTERS,
 MIRA, DISTRICT THANE.



PUBLIC AREA STATEMENT	
AREA	1230.00 SQ.MT
PERCENTAGE	100%
REMARKS	AS PER PLAN
TOTAL BALCONY AREA - 1331.27 SQ.MT	
TOTAL GROSS AREA - 1331.27 SQ.MT	

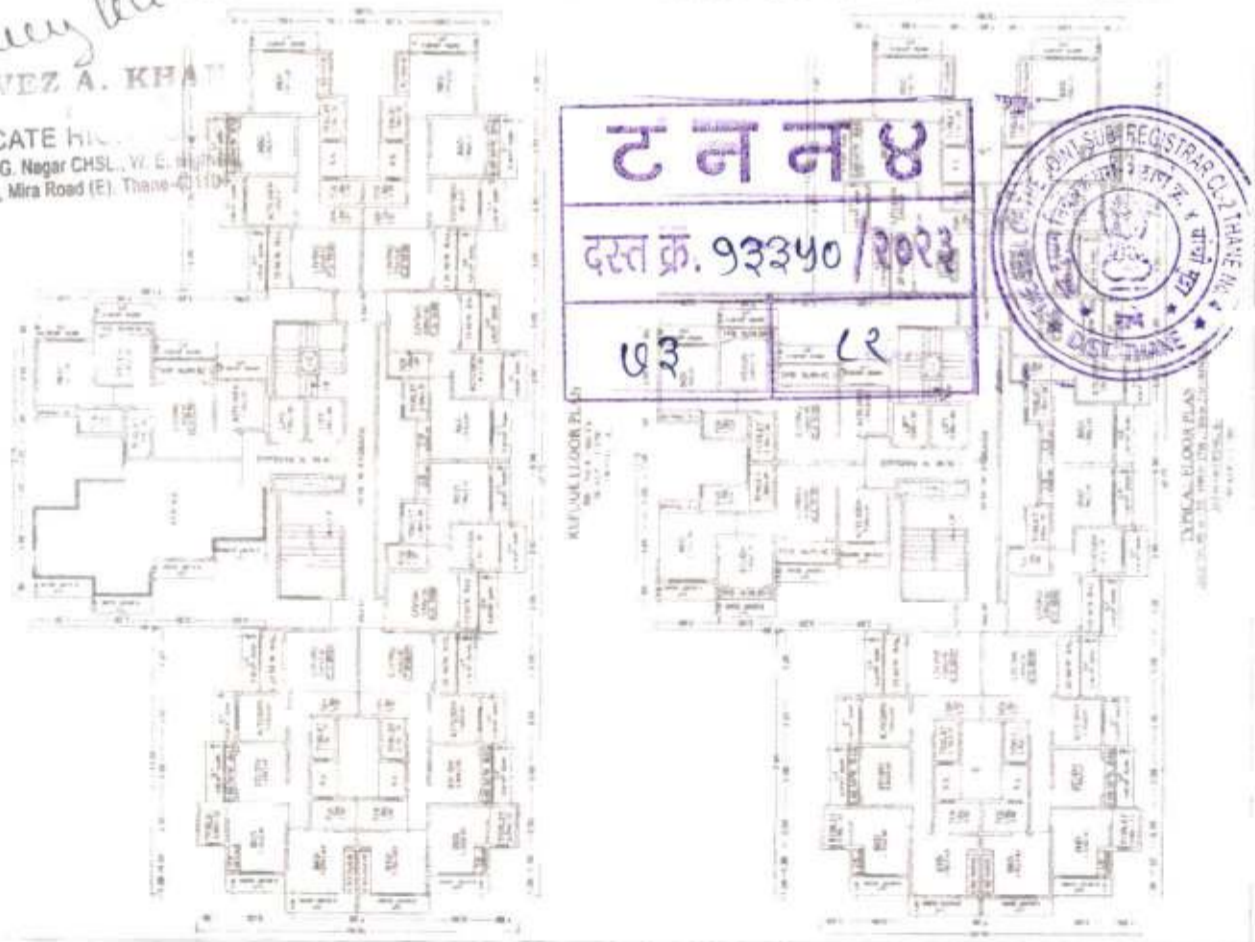
FORM 5
 STATEMENT OF WORKS
 FOR THE YEAR 2023-24
 PROJECT NAME: ...
 PROJECT NO: ...
 PROJECT LOCATION: ...



TRUE COPY
Parvez A. Khat
 PARVEZ A. KHAT

ADVOCATE H/O
 A/2/204, A. G. Nagar CHSL, W. E. Highway,
 Kashmiri, Mira Road (E), Thane-401104

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 दस्त क्र. 93340/2023
 ७३ ८२



70 816 पावती Original/Duplicate
Thursday, January 12, 2023 1:04 PM
वीरपी # : 399
Regn.: 39M

पावती #: 915 दिनांक: 12/01/2023
वाचनेचा नाव: नयनर
दस्तावेजाचा क्रमांक: 2024-616-2023
दस्तावेजाचा प्रकार: कुलपुत्राधारण
वाचण करणाऱ्याचे नाव: मे. एरिस्टोन डेव्हलपर्स व्ही प्रायव्हाट लिमिटेड वस्तुपुत्र वाचण - -
वीरपी ची ₹. 100.00
दस्त द्यावाळणी ची ₹. 300.00
पुढाची संख्या: 15
एकूण: ₹. 400.00

अपणवण सूत्र वस्तु, संवेलेल रिट, कुची-१ अवाचे
1:23 PM ह्या वेळेस मिळेल
वाचण शुल्क: ₹. 0/-
वीरपी शुल्क: ₹. 1/-
वाचणे शुल्क शुल्क: ₹. 500/-
Joint Sub Registrar, Thane 4
सह. दुसऱ्या निबंधक वर्ग-२
ठाणे. क्र. ४

- 1) वेवकावा प्रकार: DHC रकम: ₹. 300/-
वीरपी/वाचणे/वे अर्दर क्रमांक: 1201202305018 दिनांक: 12/01/2023
वेवकेचा नाव व पत्ता:
- 2) वेवकावा प्रकार: eChallan रकम: ₹. 100/-
वीरपी/वाचणे/वे अर्दर क्रमांक: MH-013628529202223E दिनांक: 12/01/2023
वेवकेचा नाव व पत्ता:

Handwritten signature and stamp of the registrar.

CHALLAN
MTR Form Number-6

QR	MH01MRUN0000223E	SARCODE	000000000000000000000000	Date	12/01/2023 11:46:57	Form ID	4901
Department	Inspector General Of Registration			Payer Details			
Type of Payment	Stamp Duty	Registration Fee		TAX ID / TAN (If Any)			
Office Name	THANE, THANE NO 13 JOINT SUB REGISTR	Full Name		M/S ARISTONE DEVELOPERS			
Location	THANE	Full Block No.		POWER OF ATTORNEY			
Year	2023-2023 One Time	Road/Street		POWER OF ATTORNEY			
Account Head Details		Amount in Rs.	Area/Locality		MIRA BHAYANDER		
00000001	Stamp Duty	500.00	Town/City/District		THANE		
00000002	Registration Fee	100.00	PIN		4 0 1 1 0 7		
Remarks (If Any)				Secondary/Holder/MR PRASAD BARASKAR-			
Amount in Words		Rupees Only					
Total		400.00					
Payment Details				FOR USE IN RECEIVING BANK			
Cheque/DD Details				Bank Code			
Cheque/DD No.				Bank Date			
Name of Bank				Branch			
Name of Branch				City			

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

PHNaJBbE 1/12/2023

टन न ४
दस्त क्र. ९९६/२०२३
१ १५

SEAL OF THE JOINT SUB-REGISTRAR, THANE NO. 13, THANE
DIST. THANE

Page 1 of 1
12.01.2023 11:50:18

to the aforesaid purpose. (Hereinafter for the sake of brevity referred to as "the aforesaid documents").

GENERAL POWER OF ATTORNEY

This GENERAL POWER OF ATTORNEY is made, entered and executed at Mira Road (Thane) on this 12th Day of January, 2023.

TO ALL TO WHOM THESE PRESENTS SHALL COME, M/S. ARISTONE DEVELOPERS, partner respectively Mr. SANTOSH CHATURBHUIJ SAMAL an adult, Indian Inhabitant, having their principal place of business at Flat No- B/106, New Shanti Ganga CHSL, Opp. Bhayander (East) Railway Station, Bhayander (East), District. Thane- 401 107 Hereinafter for the sake of brevity referred to as the "EXECUTANT". Do hereby send Greetings:-

WHEREAS:-

- 1) The said firm M/S. ARISTONE DEVELOPERS represented by its partner respectively Mr. SANTOSH CHATURBHUIJ SAMAL is carrying on business as Builders and Developers and in course of its business, they have undertaken various projects at various locations consisting of several buildings to be constructed on various properties.
- 2) The said firm M/S. ARISTONE DEVELOPERS represented by its partner respectively Mr. SANTOSH CHATURBHUIJ SAMAL (Hereinafter for the sake of brevity referred to as "the said firm/s") has constructed various buildings comprising of residential, commercial shops, closed garages and open parking spaces for the purpose of selling the same to the intending prospective purchasers.
- 3) For the aforesaid purpose, it is necessary for the said firm/s The said firm M/S. ARISTONE DEVELOPERS represented by its partner respectively Mr. SANTOSH CHATURBHUIJ SAMAL to execute Deed Of Conveyance, Development Agreement, Agreement for Sale, Rectification Deed, Cancellation Deed, Release Deed, Gift Deed, Supplementary Agreement, Leave & License Agreement, Lease Deed, Amenities Agreement and all other ancillary documents in connection

- 4) My self-Mr. SANTOSH CHATURBHUIJ SAMAL as authorized partner of M/S. ARISTONE DEVELOPERS has executed the aforesaid documents for and in behalf of the said respective firm/s and it will be necessary for me to execute further documents as aforesaid.
- 5) The aforesaid documents are required to be registered with the concerned Registering Authority or the concerned Sub- Registrar of Assurances.
- 6) On account of our pre-occupation it is not possible for me to register the said Agreement/s in favour of various prospective purchasers and Sale of Flats/Shops/Land in the Developed building have agreed to execute General Power of Attorney in favour of 1) MR.PRASAD BARASKAR aged 28 years, 2) MR. VIGNESH MHATRE aged 22, and 3) MR. KALPESH PATANKAR aged 26, years all adults, Indian Inhabitants, having their office at Office no. 9, Building No. 4, sector 5, Shanti Garden, Mira Road (E), Thane -401107. Hereinafter for the sake of brevity referred to as the "ATTORNEY".

NOW KNOW YE AND BY THESE PRESENT, We M/S. ARISTONE DEVELOPERS represented by its partner respectively SANTOSH CHATURBHUIJ SAMAL do hereby nominate, constitute and appoint 1) MR.PRASAD BARASKAR, 2) MR. VIGNESH MHATRE, 3) MR.

MR. KALPESH PATANKAR to be my true and lawful attorney, to act in our name and on our behalf (Solely) to execute and perform to the present and future effect and admit execution only with respect to the following documents i.e. Deed Of Conveyance, Development Agreement, Agreement For Sale, Rectification Deed, Cancellation Deed, Release Deed, Gift Deed, Supplementary Agreement, Leave & License Agreement, Lease Deed, Amenities Agreement and all other documents executed by me for registration,

Handwritten signatures and stamps of the parties involved in the power of attorney.

कल्पेश

Prasad

Signature

Handwritten signatures and stamps of the attorneys.

कल्पेश

Prasad

Signature

admit the execution registration which executed and signed by me strictly.

2. This Power of Attorney is given only for the specific purpose of registration of the documents, as stated in the Clause No. 1 above executed and signed by me.

3. This General Power of attorney can be exercised jointly or severally.

4. This General Power Of Attorney is revocable at any point of time by the Executant by serving a notice of cancellation to the Attorney herein.

IN WITNESS WHEREOF THE PARTIES HERINTO HAVE SET THEIR RESPECTIVE HANDS on this Irrevocable Power Of Attorney on the day month and year herein above mentioned in the presence of the witnesses:

SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED PARTY
"EXECUTANT"

M/S. ARISTONE DEVELOPERS
Represented by its Partner respectively

1) MR. SANTOSH CHATURBHUJ SAMAL



WITNESS:

1. _____
2. _____

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दस्त क्र. १३३५०/२०२३
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Government of India
Form GST REG-06
(See Rule 19(1))

Registration Certificate

Registration Number: 27AB0FA41012R

1. Legal Name	ARISTONE DEVELOPERS			
2. Trade Name, if any	ARISTONE DEVELOPERS			
3. Constitution of Business	Partnership			
4. Address of Principal Place of Business	1, SHOP 41 BUILDING NO 3, ANANT, RAM DEV PARK ROAD NAVGHAR, MIRA ROAD EAST, Thane, Maharashtra, 401107			
5. Date of Liability				
6. Date of Validity	From	20/11/2019	To	Not Applicable
7. Type of Registration	Regular			
8. Particulars of Approving Authority	Maharashtra Goods and Services Tax Act, 2017			
Signature				
Name:	GIRISH RAMESH SANKHE			
Designation:	State Tax Officer			
Introduction Office:	BHAYANDER-EAST, 701			
9. Date of Issue of Certificate	11/06/2021			
Note: The registration certificate is required to be prominently displayed at all places of Business (Offices) in the State.				

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We agree to work as Attorney

1) MR. PRASAD BARASKAR,



2) MR. VIGNESH MIHATRE



3) MR. KALPESH PATANKAR



WITNESS:

1. _____
2. _____

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दस्त क्र. १९८/२०२३
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Annexure A

Details of Additional Place of Business(es)

GSTIN: 27AB0FA41012R
Legal Name: ARISTONE DEVELOPERS
Trade Name, if any: ARISTONE DEVELOPERS

Total Number of Additional Place(s) of Business(es) in the State: 1

Sr. No. Address
1. SHOP 42, BUILDING NO 3, L, ANANT, RAM DEV PARK ROAD NAVGHAR, MIRA ROAD EAST, Thane, Maharashtra, 401107

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GSTIN: 27ABQFA3416128
 Legal Name: ARISTONE DEVELOPERS
 Trade Name (if any): ARISTONE DEVELOPERS

Details of Message / Authorized Partners

1		Name	SANTOSH SAMAL
		Designation/Status	PARTNER
		Residence of State	Maharashtra
2		Name	SAHITA SAMAL
		Designation/Status	PARTNER
		Residence of State	Maharashtra

Annexure B



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 १९५



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 दस्त क्र. १९६/२०२३
 (१५)



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 दस्त क्र. १९६/२०२३
 १० १५



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पुणे, 12 जानेवारी, 2023 1:04 बजे
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पान 4
दिनांक 12/01/2023

दस्तावेज क्र. 001
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CHALLAN
MTR Form Number-4



Form with fields: GPRN, BARCODE, Date, Amount in Ru, etc.

Stamp: 600.00
Stamp: 92/93

Stamp: 93390/2023
Stamp: 92/93
Circular stamp: SUB-REGISTRAR, THANE 4

Table with 4 columns: S/N, Remarks, Debit/credit No., Debit/credit Date, Amount, Debit/credit Account

Table with 5 columns: S/N, Type of Party & Name, Date & Time of Verification with UIDAI, Information received from UIDAI (Name, Gender, UID, Photo)

Handwritten signatures and stamps

Joint Sub Registrar, Thane 4

Stamp: 92/93
Circular stamp: SUB-REGISTRAR, THANE 4

http://10.246.39/MarathiReports/HTMLreports/htmlJatGoshwara.aspx?zone=00&KY.../12/2023

Payment Details table with columns: S/N, Purchaser, Type, Verification no/vendor, GRN/License, Amount, Used At, Deface Number, Deface Date

Stamp: 92/93
Circular stamp: SUB-REGISTRAR, THANE 4

Stamp: 92/93
Circular stamp: SUB-REGISTRAR, THANE 4

Stamp: 92/93
Circular stamp: SUB-REGISTRAR, THANE 4

भारत सरकार
GOVERNMENT OF INDIA




प्रकाश अनांत मार्गज
Prakash Anant Margaj
जन्म वर्ष / Year of Birth : 1963
पुरुष / Male



8494 9497 1036

आधार — सामान्य माणसाचा अधिकार

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER
AFJPM0773Q



नाम /NAME
PRAKASH ANANT MARGAJ

पिता का नाम /FATHER'S NAME
ANANT NARAYAN MARGAJ

जन्म तिथि /DATE OF BIRTH
15-07-1963

हस्ताक्षर /SIGNATURE
P.A. Margaj

आयकर अधिकारी (कम्प्यूटर केंद्र)
Commissioner of Income-tax (Computer Operations)

P.A. Margaj

भारत सरकार
Government of India



Omkar Prakash Margaj
DOB: 11/09/1996
Male

2661 2325 2788

मेरा आधार, मेरी पहचान

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

OMKAR PRAKASH MARGAJ
PRAKASH ANANT MARGAJ
11/09/1996

Permanent Account Number
CPDPM4536B

Signature
O.P. Margaj

O.P. Margaj

भारत सरकार
GOVERNMENT OF INDIA



प्रतिभा प्रकाश मार्गज
Pratibha Prakash Margaj
जन्म वर्ष / Year of Birth : 1968
स्त्री / Female



6041 1747 7825

आधार — सामान्य माणसाचा अधिकार

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

PRATIBHA PRAKASH MARGAJ
PRAKASH MARGAJ
15/05/1968

Permanent Account Number
CKOPM7474E

Signature
P. Prakash

P. Prakash

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दस्त क्र. १३३५०/२०२३

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भारत सरकार
GOVERNMENT OF INDIA



भारत सरकार
Government of India



अंकित सिंह
Ankit Singh
जन्म तिथि/DOB: 10/07/1993
पुरुष/ MALE

8773 6648 1994
VID : 9197 7137 4253 2179

मेरा आधार, मेरी पहचान



सुनील एम सिंह
Sunil M Singh
जन्म तिथि/DOB: 25/05/1992
पुरुष/ MALE
Mobile No: 9619354194

6485 6664 8919
VID : 9165 6863 2082 9408

Ankit Singh

माझे आधार, माझी ओळख

[Signature]

कुलमुखत्यार पत्राचे घोषणापत्र

मी.श्री/श्रीमती/सौ.विग्नेश म्हात्रे याद्वारे घोषित करतो/ करते कि, सह दुय्यम निबंधक, ठाणे - 4/7/10 यांचे कार्यालयात करारनामा या शीर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. श्री/श्रीमती/सौ.मे.एरीस्टोन डेव्हलपर्स चे भागीदार संतोष सामल यांनी दिनांक 12/01/2023 रोजी मला दिलेल्या कुलमुखत्यार पत्राच्या आधारे मी सदर दस्त नोंदणीस सादर केला आहे/ निष्पादित करून कबुली जबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही. किंवा कुलमुखत्यार लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबद्दल ठरलेले नाही. सदर चे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहीन याची मला जाणीव आहे.

Signature

कुलमुखत्यारपत्राचे घोषणापत्र लिहून देणार

मी/ आम्ही सदर कुलमुखत्यारपत्राच्या सत्यतेविषयी संपूर्ण चौकशी केली आहे व तशी खात्री करून घेतली आहे.

ठिकाण:

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७९	८२



आयकर विभाग
INCOME TAX DEPARTMENT

आयकर खाते क्रमांक
Permanent Account Number Card
ABOFA1411G

118 / 2006
AN-2/TONE DEVELOPERS

118 / 2006 / 2006 / 2006
24-01-2019

भारत सरकार
GOVT. OF INDIA

विग्नेश म्हात्रे
Vignesh Dhanraj Mhatre
विवरण : देवता विकास म्हात्रे
Father : Dhanraj Mhatre
मोबा. क्र. / फोन क्र. / 0990
7815 5106 8375

साक्षर - सामान्य माणसाचा अधिकार

Signature

प्रतिज्ञापत्र / घोषणापत्र

मी / आम्ही खालील सही करणार प्रतिज्ञापत्राद्वारे घोषित करतो कि मा. नोंदणी महानिरीक्षक व मुद्रांक नियंत्रक, महाराष्ट्र राज्य, पुणे यांचे दिनांक 30.11.2013 रोजीचे परिपत्रकाचे काळजीपूर्वक वाचन केलेले आहे. व त्यातील सर्व अटी शर्ती आम्हास कबूल आहेत. मी/आम्ही सदर दस्तातील मिळकतीबाबत अभिलेखात शोध घेतलेला आहे. नोंदणीसाठी सादर केलेल्या दस्तऐवजामधील मिळकत ही फसवणूकद्वारे अथवा दुबार विक्री होत नाही. दस्तातील लिहून देणार / घेणार / कुलमुखत्यारधारक हे खरे असून आज रोजी सर्व हयात आहेत व सदर दस्तातील सहाय, अंगठे, फोटो माझे/आमचे आहेत हि कबुली देतो व खात्री करून देण्यासाठी या दस्तासोबत आम्हाला चांगल्या प्रकारे ओळखणारे दोन इसम/व्यक्ती कबुलीजबाब व स्वाक्षरीसाठी घेऊन आलो आहे. सदर नोंदणीचा दस्तऐवज निष्पादित करताना नोंदणी प्रक्रियेनुसार आमची वैयक्तिक मालकी (Title) तसेच मिळकतीचे मालकाने नेमून दिलेल्या कुलमुखत्यारधारक (P.A.Holder) लिहून देणार हे हयात आहेत व उक्त कुलमुखत्यारपत्र अद्यापही अस्तित्वात आहे व ते आजपावतो रद्द झालेले नाही. याची मी / आम्ही खात्री देत आहोत. सदरची मिळकत शासन मालकीची नसून अतिक्रमण केलेली नाही. दस्तातील मिळकतीवर कोणतेही शासकीय, निमशासकीय कर्ज, हक्क, बोजा, हितसंबंध, बँक बोजे, विकासन बोजे नाहीत. भविष्यात तसे काही निघाल्यास मी/आम्ही देणार, घेणार जबाबदार राहू याची जाणीव आहे. दस्तातील मिळकतीबाबतचे मी / आम्ही आर्थिक व्यवहार पूर्ण करून दस्तऐवज साक्षीदारा समक्ष निष्पादित केलेला आहे हे कबूल करतो.

नोंदणी अधिनियमानुसार या दस्तासोबत नोंदणी प्रक्रियेमध्ये जोडण्यात आलेले पूरक कागदपत्रे हे खरे आहेत. दस्तातील मिळकतीचा हस्तांतरणाबाबत कोणत्याही मा. न्यायालय / शासकीय कार्यालयाचा मनाई हुकुम नाही. तसेच दावा दाखल नाही किंवा प्रस्थावित नाही. नोंदणी नियम 1961 चे नियम 44 नुसार बाधित होत नाही. याची मी / आम्ही खात्री देत आहोत. मी / आम्ही नोंदविलेल्या व्यवहारात भविष्यात कायदामानुसार मद्राक शुल्क किंवा नोंदणी फी कमी लावली / कमी पडली असल्यास ती शासन जमा करण्याची जबाबदारी घेणार देणार म्हणून आमची राहिल हे आम्हांस कबूल आहे व ती त्वरीत जमा करू.

मा. न्यायालयाने दिलेल्या निर्णयानुसार (मा. उच्च न्यायालय नागपूर यांनी गोपाचर वसाहतीस पांडे विरुद्ध जिल्हाधिकारी भंडारा व इतर रिट पिटीशन क्र. 29/2003 मध्ये दिनांक 24/03/2003 रोजी दिलेल्या निकाल) देणार/विक्रेता यांचे मिळकतीचे मालकी हक्क (Title) तपासून पहाण्याची जबाबदारी नोंदणी अधिकाऱ्याची नाही. (Title Verification) मालकी हक्काची पडताळणी करण्याची जबाबदारी ही ट्रान्स्फर ऑफ प्रॉपर्टी ॲक्ट, 1882 कलम 55 नुसार संबंधीत व्यवहार करणाऱ्या उभय पक्षकारांची असते याची मला/आम्हास पूर्ण जाणीव आहे. कबूल करतो.


स्थावर मिळकतीविषयी होत असलेली फसवणूक/बनावट/संगनमत व त्या अनुषंगाने पोलीस स्टेशनमध्ये दाखल होत असलेले गुन्हे हे माझ्या दस्तऐवजातील मिळकतीविषयी होऊ नये म्हणून नोंदणी अधिनियम 1908 चे कलम 82 तरतुदीचे अधिन राहून मी/आम्ही प्रतिज्ञापत्र / घोषणापत्र लिहून देत आहोत. तसेच मी/आम्ही नोंदणी प्रक्रियेमध्ये कोणत्याही प्रकारचे गुन्हा घडणारे कृत्य केलेले नाही. भविष्यात कोणत्याही प्रकारचा कायदेशीर प्रश्न उदभवल्यास किंवा कोणतेही गुन्हे घडल्यास मी/आम्ही व दस्तऐवजातील सर्व निष्पादक पक्षकार व ओळख देणारे जबाबदार राहून, हे कबूल आहे. नोंदणी अधिनियम 1908 चे कलम 83 व भारतीय दंड संहिता 1960 मधील नमूद असलेल्या तरतुदीनुसार 7 वर्षांच्या शिक्षेस आम्ही पात्र राहणार आहोत याची मला / आम्हाला पूर्णपणे जाणीव आहे. त्यामुळे हे प्रतिज्ञापत्र / घोषणापत्र सदर दस्ताचा भाग म्हणून जोडत आहे.

साक्षीदार :-

1) 
2) 

लिहून देणार

लिहून घेणार


P. A. Murgar
M. P. Murgar

76/13350

गुरुवार, 20 जुलै 2023 2:40 म.नं.

दस्त गोषवारा भाग-1

टनन4

९/८२

दस्त क्रमांक: 13350/2023

दस्त क्रमांक: टनन4 /13350/2023

बाजार मूल्य: रु. 52,60,307/-

मोबदला: रु. 99,61,500/-

भरलेले मुद्रांक शुल्क: रु.6,97,350/-

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

अ. क्र. 13350 वर दि.20-07-2023

रोजी 2:40 म.नं. वा. हजर केला.

पावती:15042

पावती दिनांक: 20/07/2023

मादरकरणाराचे नाव: ओंकार प्रकाश मर्गज --

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1640.00

पृष्ठांची संख्या: 82

एकूण: 31640.00

दस्त हजर करणाऱ्याची सही:

Joint Sub Registrar, Thane 4

Joint Sub Registrar, Thane 4

दस्ताचा प्रकार: 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

शिक्रा क्र. 1 20 / 07 / 2023 02 : 40 : 24 PM ची वेळ: (मादरीकरण)

शिक्रा क्र. 2 20 / 07 / 2023 02 : 41 : 21 PM ची वेळ: (फी)

टनन ४

दस्त क्र. 93350/2023

८९

८२





दस्त गोपबारा भाग-2

टनन4 13/12
दस्त क्रमांक:13350/2023

20/07/2023 2 46:03 PM

दस्त क्रमांक :टनन4/13350/2023

दस्ताचा प्रकार :-करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	ठसा प्रमाणित
1	नाव:मे. एरीस्टोन डेव्हलपर्स चे भागिदार संतोष सी. सामल तर्फे कु.मु.म्हणून विशेष म्हात्रे -- पत्ता:प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: -, ब्लॉक नं. -, रोड नं: शांप नं.141/142,वामुदेव स्काय हाय,कमिश्नर बंगलो जवळ,कनाकिया रोड,मिरारोड पूर्व, महाराष्ट्र, ठाणे. पिन नंबर:ABOFA1411G	लिहून घेणार वय :-24 स्वाक्षरी:- <i>Ushabree</i>		
2	नाव:ओंकार प्रकाश मर्गज -- पत्ता:प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: -, ब्लॉक नं. -, रोड नं: बी-3,परशुराम अपार्टमेंट,आचोळे रोड,केसरी पार्क,अंबावाडी,नालासोपारा पूर्व., महाराष्ट्र, ठाणे. पिन नंबर:CPDPM4536B	लिहून घेणार वय :-27 स्वाक्षरी:- <i>OP. Margaj</i>		
3	नाव:प्रकाश अनंत मर्गज -- पत्ता:प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: -, ब्लॉक नं. -, रोड नं: बी-3,परशुराम अपार्टमेंट,तुळीज रोड,अंबावाडी,केसरी पार्क जवळ,नालासोपारा पूर्व,वसई., महाराष्ट्र, ठाणे. पिन नंबर:AFJPM0773Q	लिहून घेणार वय :-60 स्वाक्षरी:- <i>P.A. Margaj</i>		
4	नाव:प्रतिभा प्रकाश मर्गज -- पत्ता:प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: -, ब्लॉक नं. -, रोड नं: बी-3,परशुराम अपार्टमेंट,तुळीज रोड,अंबावाडी,केसरी पार्क जवळ,नालासोपारा पूर्व,वसई., महाराष्ट्र, ठाणे. पिन नंबर:CKOPM7474E	लिहून घेणार वय :-55 स्वाक्षरी:- <i>P.R. margaj's</i>		

वरील दस्तऐवज करून देणार तथाकथीत करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिक्षा क्र.3 ची वेळ:20 / 07 / 2023 02 : 46 : 07 PM

ओळख:-

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

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	ठसा प्रमाणित
1	नाव:अंकित सिंह -- वय:24 पत्ता:भाईदर पूर्व पिन कोड:401105	स्वाक्षरी <i>Ankita Singh</i>	
2	नाव:मुनिल सिंह -- वय:31 पत्ता:भाईदर पूर्व, पिन कोड:401105	स्वाक्षरी <i>Munil Singh</i>	

शिक्षा क्र.4 ची वेळ:20 / 07 / 2023 02 : 46 : 52 PM

शिक्षा क्र.5 ची वेळ:20 / 07 / 2023 02 : 47 : 04 PM नोंदणी पुस्तक 1 मध्ये

Joint Sub Registrar, Thane 4

Payment Details.

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	MS ARISTONE DEVELOPERS	eChallan	03006172023071900647	MH005416992202324E	697350.00	SD	0002817421202324	20/07/2023
2		DHC		1907202306187	1640	RF	1907202306187D	20/07/2023
3	MS ARISTONE DEVELOPERS	eChallan		MH005416992202324E	30000	RF	0002817421202324	20/07/2023

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

प्रमाणित करण्यात येते की,
दस्त क्र. 93340 / 2023 मध्ये
12 पाने आहेत
सदर दस्त पुस्तक क्र. 9 वर नोंदला

सह. दुय्यम निबंधक, वर्ग-2 ठाणे क्र. ४
दि. 20/07/2023