1:41 PM  पावती क्रं.: 19332 दिनांक: 21/09/2023  गावाचे नाव: मिरे दस्तऐवजाचा अनुक्रमांक: टनन7-17860-2023 दस्तऐवजाचा प्रकार : करारनामा सादर करणाऱ्याचे नाव: जितेन्द्रकुमार फुलचंद पांडेय नोंदणी फी दस्त हाताळणी फी एष्ठांची संख्या: 75  एकुण:  र. 31500.00  आपणास मूळ दस्त , अंबनेल प्रिंट, सूची-२ अंदाजे 2:01 PM ह्या वेळेस मिळेल.	337/17860 Thursday,September 21 ,2	पावती 023	Original/Duplicate नोंदणी क्र. :39म Regn.:39M
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मुत्यांकनासाठी विचारात घेतलेला तपशीत:-:

(10)दस्त नोंदणी केल्पाचा दिनांक

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क (13)वाजारभावाप्रमाणे नोंदणी शुल्क

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। मुद्रांक शुक्त आकारताना निवडलेला अनुच्छेद :- : (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

21/09/2023

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#### Payment Details

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lepartment ID : Mobile No. : 9867024 107E:- This challan is valid for document to be registered in Sub Registrar office only: Not valid for unregistered document. विद् चलन केवळ दुरयंग निवंद्यक कार्योलयात नोदंगी करावयाच्या दस्तासाठी लागु आहे . नोदंगी न करावयाच्या दस्तासाठी सदर चलन लागु 9867024045



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# AGREEMENT FOR SALE (S3 Skyrise)

S3 Smart Spaces Private Limited, a company incorporated under the provisions of Companies Act, 1956 and deemed to have been registered under the provisions of Companies Act, 2013, having its registered office at Office No. VII, 7<sup>th</sup> Floor, Dhiraj Chambers, 9, Hazarimal Somani Marg, Near CSMT Station, Fort, Mumbai – 400 001; hereinafter referred to as "Promoter" (which expression shall unless repugnant to the context or meaning thereof, shall mean and include its successors and assigns) of the ONE PART;

Mr.Mrs.Miss. TITENDRA-KUMAR PHOOLCHAND
PANDEY

Indian Inhabitant(s)

residing at FLAT NO. 12 203, ATMRUT &IDDH I

STATE, BANK ROAD, MANDA,

MT.WALA LAST DIST THANC,

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hereinafter jointly and severally referred to as the "Purchaser/s" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, in the case of an individual/s, his or her or their heirs, executors, administrators and permitted assigns, and in the case of a Partnership firm, the partners from time to time constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their/his/her permitted assigns and in case of a HUF the members of HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and assigns of such last surviving member of the HUF and in the case of a company or a society or a body corporate, its successors and permitted assigns) of the OTHER PART.

The Promoters and the Purchaser/s are hereinafter individually referred to as "Party" and collectively as "Parties".

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E WHEREAS (9

OSangha Premises Private Limited a company incorporated under the provisions of Companies Act, 1956 and dealers, to have been registered under the provisions of Companies Act, 2013 (SPIC), was inter alia the owner and seized and Opossessed of and well-tank surficiently entitled to all those pieces and parcels of land admeasuring of tanks a quare meters, situated at Village Mira, Taluka Thane, District Thane, more particularly described in the First Schedule hereunder written (hereinafter referred to as the "Larger Property"). SPPL purchased and acquired, inter alia the Larger Property by a Deed of Conveyance dated 20th January, 2012, registered with the Sub-Registrar of Assurances at Thane under Serial No. TNN/7/439/2012;

- B. The Larger Property was proposed to be developed, in a phase wise and/or project wise manner;
- C. SPPL developed Phase I, and constructed three (3) buildings known as "Spring Building A Wing (Building No.7)", "Spring Building B Wing (Building No.6)" and "Spring Building C Wing (Building No.5)", on a portion of the Larger Property (collectively, "Phase I New Buildings"), and obtained the occupation certificate in respect thereof. The said portion of the Larger Property, on which Phase I New Buildings have been developed and constructed, is hereinafter referred to as "Phase I Property";
- D. The purchasers of flats in Phase I, have formed and got registered, a society known as "Sanghvi S3 Ecocity Spring Cooperative Housing Society Limited", under the provisions of the Maharashtra Cooperative Societies Act, 1960, under registration No.TNA/(T.N.A.)/HSG/(TC)/30552/2017-18;
- E. SPPL has also constructed a Club House, on another portion of the Larger Property ("Club House"). The said another portion of the Larger Property, on which the Club House has been constructed, is hereinafter referred to as the "Club House Property";
- F. SPPL is developing Phase II, and constructing two (2) buildings known as "S3 Woods A Wing (Building No. 4)" and "S3 Woods B Wing (Building No. 3)", on another portion of the Larger Property (collectively, the "Phase II New Buildings"). The said another portion admeasuring of the Larger Property, on which the Phase II New Buildings are being constructed, is hereinafter referred to as the "Phase II Property";
- G. SPPL is also developing Phase III, and constructing two (2) buildings known as "S3 Orchid A Wing (Building No. 1)" and "S3 Orchid B Wing (Building No. 2)", on another portion of the Larger Property (collectively, the "Phase III New Buildings"). The said another portion of the Larger Property, on which the Phase III New Buildings are being constructed, is hereinafter referred to as the "Phase III Property";
- H. By a Deed of Conveyance dated 22<sup>nd</sup> June, 2022, executed between SPPL of the one part and the Promoter of the other part, and registered with the Sub-Registrar of Assurances at Thane under serial No. TNN4-10894-2022, SPPL inter alia conveyed to the Promoter, a portion admeasuring 2,695.06 square metres of the Larger Property. The said admeasuring 2,695.06 square metres of the Larger Property is hereinafter referred to as the "Phase IV Property";
- I. The Promoter is developing Phase IV, and proposes to construct buildings, on the Phase IV Property (hereinafter referred to as "Phase IV New Buildings"). The development of Phase IV shall be a separate project.



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J. By an Agreement for Sale dated 25th March, 2021, executed between SPPL of the one part and the Promoter of the other part, and registered with the Sub-Registrar of Assurances at Thane 4 under Serial No. 5711-2021. SPEED inter dia agreed to sell, transfer, assign, assure and convey to the Promoter of the adia a portion admeasuring 2,015 square metres of the Larger Property. The said portion admeasuring 2,015 square metres of the Larger Property, is more particularly described in the Second Schedule hereunder written, and is hereinafter referred to as the "said Property".

- K. The Promoter commenced the development of Phase V, and construction of a building known as "S3 SKYRISE" on the said Property ("New Building"). The development and construction of the New Building is hereinafter referred to as the "Project";
- L. The Promoter is developing the said Property, and constructing the New Building on the said Property, being the Project, as a separate project as provided under Section 3 of the Real Estate (Regulation and Development) Act, 2016 ("RERA") read with the Maharashtra Real Estate (Regulation and Development) Rules, 2017 ("RERA Rules");
- M. The Project has been registered with the Real Estate Regulatory Authority (hereinafter referred to as "Authority") under the provisions of Section 5 of RERA read with the provisions of the RERA Rules at Mumbai under no. P51700034944 on 28<sup>th</sup> April, 2022. A copy of RERA Registration Certificate issued by the Authority is annexed and marked as Annexure "1" hereto. The above details are available for inspection on the website of the Authority at <a href="https://maharera.mahaonline.gov.in">https://maharera.mahaonline.gov.in</a>;
- N. Pursuant to the said Agreement for Sale dated 25<sup>th</sup> March, 2021, by a Deed of Conveyance dated 22<sup>nd</sup> June, 2022 executed between SPPL of the one part and the Promoter of the other part, and registered with the Sub-Registrar of Assurances at Thane-4 under Serial No. TNN4-10892-2022, SPPL inter alia conveyed to the Promoter, the said Property;
- O. The following approvals, permissions and sanctions have been granted in respect of the development of the said Property:
  - (i) The Additional Collector, Thane issued non-agricultural use permission vide Order bearing No. Rev/K-1/T-1/NAP/SR-476/2008 dated 19<sup>th</sup> September 2008 ("NA Permission Order");
  - (ii) State Environment Impact Assessment Authority (SEIAA) issued Environment Clearance vide EC Identification No.EC22B038MH110002 / File No.SIA/MH/MIS/236676/2021 dated 15<sup>th</sup> April, 2022 ("EC").
  - (iii) MBMC issued Commencement Certificate dated 21<sup>st</sup> July, 2022 bearing No. MB/MNP/NR/1551/2022-23 ("CC");
- P. In these circumstances, the Promoter became entitled to undertake the Project;
- Q. While sanctioning the plans, the authorities and/or Government have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Project and upon due observance and performance of which only the completion or occupancy certificate in respect of the said Project shall be granted by the concerned authority;

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- S. The Promoter has entered into a prescribed agreement with an Architect, registered with the Council of Architects and also appointed a Structural Engineer for preparing structural designs and drawings and specifications of the New Building (i.e. Project) to be constructed on the said Property and the Purchaser/s accept/s the professional supervision of the said Architect and the said Structural Engineer till the completion of the buildings, unless otherwise changed by the Promoter;
- T. Adv. Abhay Parab have issued a Report on Title dated 19th July, 2022 relating to the said Property. The copy of the said Report of Title is annexed hereto and marked as Annexure "5".
- U. The principal and material aspects of the development of the said Property as disclosed by the Promoter are briefly stated below:
  - (i) FSI of 18,200.22 square meters is proposed to be consumed on the said Property;
  - (ii) The Project comprises of 1 tower building consisting of 273 Residential Premises and 12 Shops / Commercial Premises;
  - (iii) Total FSI of 12,171.50 square meters has been sanctioned for consumption in the construction and development of the Project;
  - (iv) The Promoter shall be entitled to put hoarding/boards of their Brand Name, in any form including of Neon Signs, MS Letters, Vinyl & Sun Boards on said Property including on the façade, terrace, compound wall or other part of the buildings/towers/wings as may be developed from time to time. The Promoter shall also be entitled to place, select, decide hoarding/board sites;
  - V. The Purchaser/s has/have demanded inspection from the Promoter and the Promoter has given inspection to the Purchaser/s of all documents of title relating inter-alia to the said Property including all the documents mentioned in the recitals hereinabove and also the plans, designs and specifications prepared by the Promoter' Architects, the Report on Title, revenue records and all other documents as specified under RERA and the rules made there under, as amended up to date and the Purchaser/s is/are fully satisfied with the title of the Promoter in respect of the said Property and the Promoter's right to allot various flat/ premises in the New Building to be constructed on the said Property and Purchaser/s has/have agreed not to raise any requisitions on or objections to the same;

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W. The Purchaser/s after having investigated and after being fully satisfied with respect to the title of said Property, has/have approached the Property and requested the Promoter to allot to him/her/them a flat bearing No. 205 admeasuring 49.88 square metres (RERA carpet area) on the 22ND floor of the New Building, "S3 SKYRISE" being constructed on the said Property, for the consideration of Rs. 85, 21,000 /- (Rupces & 16 HT) & C. LAND W.

(hereinafter referred to as "Sale Price") and on the terms and conditions hereinafter appearing. The said flat is shown in hatched lines on the Typical Floor Plan annexed and marked as Annexure "6" hereto, and is more particularly described in the Third Schedule hereunder written, and is hereinafter referred to as the "said Flat" plus the exclusive balcony / dry area admeasuring 5.13 square meters which area shall be provided to exclusive use & occupation by the Purchaser/s.;

Only)

- W. Relying upon the said applications, declaration and agreement herein contained, the Promoter has agreed to allot to the Purchaser/s the said Flat, at the price and on the terms and conditions hereinafter appearing.
- X. Copies of following documents are annexed to this Agreement:
  - i. RERA Registration Certificate (Annexure "1");
  - ii. 7/12 Extract (Annexure "2");
  - iii. N.A. Permission (Annexure "3");
  - iv. CC (Annexure "4");
  - v. Report on Title given by Adv. Abhay Parab (Annexure "5"); and
  - vi. Typical Floor Plan of the said Flat (Annexure "6").
- Y. Under section 13 of RERA, the Promoter is required to execute a written Agreement for Sale in respect of the said Flat, being in fact these presents and also to register this Agreement under the Indian Registration Act, 1908.

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

- 1. The recitals contained above and the Schedules and the Annexures hereto form an integral and operative part of this Agreement as if the same were set out and incorporated herein verbatim.
- 2. The Promoter shall comply with all the terms, conditions, stipulations, restriction etc., if any, which may have been imposed by the authorities, at the time of sanctioning of the plans. The Promoter shall complete the construction of the New Building known as "S3 SKYRISE", being Project, on the said Property, in accordance with the plans, specifications, designs and elevations as approved by the concerned local authority and which have been seen and perused by the Purchaser's with such variations and modifications as the Promoter may consider necessary or as may be required by the Government, MBMC and/or any other local authority from time to time. The Promoter shall be entitled to make such variations and/or modifications in the plans as they may deem fit without any permission or consent of the Purchaser's, so long as the area of the said Flat

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agreed to be allotted to the Purchaser/s remains unchanged or so long as such variation and/or modification does not adversely affect the said Flat. The Purchaser/s hereby agree to observe, perform and comply with all the terms, considering the said flat adversely and the terms, and the purchaser beginning to the terms and the promoter of sanction of the said plans of the terms agrees to allot to the purchase from the Promoter and the Promoter and the Promoter and the Promoter agrees to allot to the purchaser/s the said Flat admeasuring 49.88 square metres (RERA carpet area) on the 22ND Floor of the New Building known as "S3 SKYRISE" being constructed on the said Property, being the Project, at and for the lumpsum Sale Price of Rs. 85, 21,000 (Rupees 610 H) 400 (Rupees 610 H) 400 (P) 400

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payable by the Purchaser's to the Promoter in the manner as set out in Annexure "7" herein below. The said Flat is shown in hatched lines on the plan annexed and marked as Annexure "6" hereto.

- 4. The Promoter shall confirm the final carpet area of the said Flat that has been allotted to the Purchaser after the construction of the New Building is complete and the occupation 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 3% (three percent). The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser within forty five (45) days with annual interest at the rate specified in the RERA Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Promoter shall demand additional amount from the Purchaser 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 this Agreement.
- 5. The Promoter has disclosed and the Purchaser is aware, agrees, acknowledges and confirms that: (a) the Floor Space Index available as on date in respect of the Project is 18,200.22 square meters, and (b) the Promoter has planned to utilize more FSI by availing of TDR and FSI available on payment of premiums and/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 or otherwise. The Purchaser has agreed to purchase the said Flat based on the proposed construction and sale of premises to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
- of Rs. 85, 2000 1- plus all taxes, cess, fees, cost, charges, duties etc. including service tax and for Value Added Tax (VAT) and/ or Goods and Services Tax (GST) etc. to the Promoter from time to time in the manner set out in Annexure "7" hereto. The Sale Price is exclusive of any sums, amounts, taxes, charges, cess, duties etc. including service tax, VAT, GST and other taxes, cess,

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levies, fees and other charges of any nature whatsoever, as are as may be applicable and/or phyable hereunder or that may become applicable or payable in the future, and all such sums, amounts, taxes, charges, duties case etc. shall be entirely borne and paid by the Purchaser/s, and the Promoter shall never be liable, responsible and/or required to bear and/or pay the same or any part thereof. The Purchaser/s hereby agree/s, confirm/s and undertake/s that an intimation forwarded by the Promoter, that a particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is completed.

- 7. The Purchaser shall pay to the Promoter escalation / increase in the Sale Price if such escalation / increase is on account of development charges, payable to the competent authority and/or any other increase in charges.
- 8. The Purchaser/s shall make all payments of the Sale Price due and/or payable to the Promoter through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of "S3 Smart Spaces Private Limited\_S3 Skyrise - A/c No.777705590100". In case of any financing arrangement entered by the Purchaser/s with any financial institution with respect to the said Flat, the Purchaser/s undertakes to direct such financial institution to. and shall ensure that such financial institution does disburse/pay all such amounts towards Sale Price due and payable to the Promoter through an account payee cheque / demand draft / wire transfer / any other instrument drawn in favour of "-S3 Smart Spaces Private Limited S3 Skyrise - A/c No.777705590100". Any payments made in favour of any other account other than mentioned hereinabove shall not be treated as payment towards the said Flat and shall be construed as a breach on the part of the Purchaser/s, in which event the Promoter shall be entitled to terminate this Agreement and forfeit 10% (ten percent) of the Sale Price. 70% (seventy percent) of the amounts deposited/transferred to S3 Smart Spaces Private Limited\_S3 Skyrise - A/c No.777705590100, from time to time shall be deposited in a separate account to be maintained under Section 4(2)(1)(D) of RERA.
- 9. The Purchaser/s further agree/s, undertake/s and covenant/s that while making the payment of installments of Sale Price, the Purchaser/s shall deduct TDS (presently at the rate of 1% of the amount paid) as may be applicable from time to time and pay the same to the concerned department/authority. The Purchaser/s after making payment of each installments and Service Tax/ GST, on or before 7<sup>th</sup> day of next month, shall file Form 26QB with the Income Tax Authority in the prescribed format and on or before 22<sup>nd</sup> day of the month in which respective Form 26QB is filed, shall furnish Form 16B to the Promoter.
- 10. The Purchaser/s is/are aware that the time to make the payment of instalments and service tax/ GST and all other taxes and all other amounts as mentioned herein, is the essence of contract and in event of delay on part of the Purchaser/s to make the payment of any of the instalment together with Service Tax/ GST and/or any other tax (including delivering From 16B certificate thereof), then without prejudice to right of the Promoter to cancel and terminate this Agreement, the Purchaser/s shall be liable to pay interest at the simple rate specified under the RERA Rules per annum to the Promoter on all delayed payments from the due date till the date of realization thereof.
- 11. In the event, the Purchaser/s desire/s to cancel the allotment of said Flat, then 10% (ten percent) of the Sale Price shall stand forfeited and the Purchaser/s shall not be entitled to receive or recover the said 10% (ten percent) of the Sale Price from the Promoter and Promoter shall not be liable or responsible for the same.

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broker). The Promoter shall not be liable to refund Service Tax, VAT, GST and all other taxes paid or payable on this Agreement and/or on the Sale Price and/or

interest and for miles wise. The Purchaser/s shall also be liable to pay interest on any defaultied may here amounts,

The Purchaser/s shall also have to bear and pay to the Promoter, at the time of cancellation, the brokerage charges (if the said Flat is purchased through the

any defaulted any middle as per the terms herein contained, and all other amounts, sums, taxes, charges dishes, cess, etc. payable by the Purchaser to the Promoter, at the time of making accounts when the Purchaser/s has/have expressed his/her/their desire to dished the allotment of the said Flat. It is agreed by and between the Parties that all the above-referred amounts due and payable by the Purchaser/s asspectived hereinabove, shall be deducted from the amount received by the Purchaser/s till the time of such cancellation. The Promoter shall return the balance amount from the Sale Price (if any) to the Purchaser/s without any interest within a period of thirty (30) days after said Flat is sold to a third party and all amounts including consideration amount in respect

thereof is received by the Promoter, and thirty (30) days after the the date on which said Flat is sold and all amounts including consideration amount in respect thereof is received by the Promoter, shall be the date on which refund of the balance amount, if any, shall become due and payable by the Promoter to the Purchaser.

The Purchaser/s is/are aware that the Promoter shall not be liable and/or obligated 12. to allot any car parking spaces to the Purchaser/s, and the Purchaser/s shall not be entitled to any car parking spaces. However, the Promoter shall be entitled to allot car parking spaces to other purchasers.

The Promoter shall be entitled (but not obliged) to terminate this Agreement on 13. the happening of any of the following events ("Events of Default"):

- If the Purchaser/s commits default in making payment of any of the (i) amounts and/or installments of any amount payable under this Agreement or otherwise;
- If the Purchaser/s commits breach of any other terms, conditions, (ii) covenants and representations of this Agreement and/or any other writing and/or the terms and conditions of layout, IOD/ IOA, CC, NOC and/or any other sanction, permission, approvals, undertakings, writings and affidavits etc.;
- If the representation, declarations and/or warranties etc. made by the (iii) Purchaser/s in the Booking Form, Allotment Letter, present Agreement and/or any other documents executed and/or entered into or to be executed and/or entered into by the Purchaser/s is untrue or false;
- If the Purchaser/s has/have been declared and/or adjudged to be insolvent, (iv) bankrupt etc. and/or ordered to be wound up;
- If the Purchaser/s is/are, convicted of any offence involving moral (v) turpitude and/or is sentenced to imprisonment for any offence for not less than six months;
- If Receiver and/or a Liquidator and/or Official Assignee or any person is (vi) appointed of the Purchaser/s or in respect of all or any of the assets and/or properties of the Purchaser/s; and

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(vii) If the Purchaser/s have received any notice from the Government in Andia (Central, State or Local) or foreign Government for the Purchaser/s involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him / her / them.

- On happening or occurring of any of the Events of Default, the Promoter shall, 14. without prejudice to all other rights that the Promoter may have against the Purchaser/s either under this Agreement, or in law or otherwise, give fifteen (15) days' notice to the Purchaser/s to rectify/remedy such breach. In the event, Purchaser/s fail/s to rectify/remedy the breach within the said notice period, then the Promoter shall be entitled (but shall not be obliged) to: (i) forthwith terminate this Agreement ("Termination Date") and (ii) forfeit/deduct 10% (ten percent) of the Sale Price and balance, if any, shall be refunded to the Purchaser/s without any interest within a period of thirty (30) days after said Flat is sold to a third party and all amounts including consideration amount in respect thereof is received by the Promoter, and thirty (30) days after the date on which said Flat is sold and all amounts including consideration amount in respect thereof is received by the Promoter, shall be the date on which refund of the balance amount, if any, shall become due and payable by the Promoter to the Purchaser. The Purchaser/s agree, confirm and acknowledge that the amounts forfeited as set out herein constitute a reasonable, genuine and agreed pre-estimate of damages that may be caused to the Purchaser/s and neither the Purchaser/s nor any person or party on his/her/their behalf shall claim any additional/ further amounts as compensation, damages or in any manner whatsoever. If the Purchaser/s has/have availed loan from financial institutions, banks or other institutions against the security of the said Flat then, the Purchaser/s shall clear the mortgage debt outstanding at the time of such termination. The Purchaser/s, at his/her/their own cost and expenses, shall obtain necessary letter/no due certificate from such financial institution, banks, etc., stating that the Purchaser/s has/have cleared the mortgage/debt/charge within fifteen (15) days from the Termination Date. In such an event, the Purchaser/s shall become entitled to the refund of the amount without any interest within a period of thirty (30) days after (i) receipt of such letter/no dues certificate from the financial institution, banks, etc., and (ii) said flat is sold to a third party and all amounts including consideration amount in respect thereof is received by the Promoter. In any event, the Promoter shall be entitled to directly pay the amount payable to the financial institution, bank, their employer or other such institutions by the Purchaser/s from the balance amount standing to the credit of the Purchaser/s with the Promoter (if any) towards the said Flat (paid by him/her/them to the Promoter towards the Sale Price) to the extent so as to clear the mortgage/debt/charge on the said Flat.
- 15. Notwithstanding anything contrary contained herein, in case the Purchaser/s fail or are otherwise unable to make payment of any of the amounts and/or instalments of any amount payable under this Agreement or otherwise, to the Promoter, then the Promoter shall without prejudice to any other rights or remedies that it may have against the Purchaser/s, including the right to terminate and forfeit 10% (ten percent) of the Sale Price and put an end to this Agreement as mentioned herein, be entitled to receive and recover from the Purchaser/s and the Purchaser/s shall pay to the Promoter simple interest on all outstanding payment at the rate specified under the RERA Rules per annum from the due date till the date of realization thereof.
- 16. The Promoter is not making any statement, declaration, representation, warranties, guarantees etc. with respect to the show flat, height of the ceiling of the show flat, measurements, layout of the show flat, area of the show flat, paints, fixtures and fittings, furniture, devices, appliances, electrical fittings, interiors, artefacts, designs and all other items, lobby, landscaping, amenities etc., and

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the Promoter does not warrant and/or guarantee the accuracy with respect to the same, and the same shall not be provided by the Promoter, in the said Flat and/or any other flat and/or in the Project. The information, depictions, fixtures, fittings, furniture, pictures, drawings, images etc., with regards to the show flat and the information, depictions of the lobby, landscaping, amenities, fixtures, furniture, interiors, designs and all other items with regard to the same shall not be relied upon by the Purchaser/s as statements and/or representations of fact, and the Purchaser/s have not agreed to acquire the said Flat on the basis of such show flat, lobby, landscaping, amenities, fixtures, furniture, interiors, designs and any and all other items etc., or any part thereof and the same do not form and are not intended to form any part of the transaction contemplated herein. The details of the said Flat mentioned herein shall be final.

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The Promoter shall provide such recreational facilities, as it deems fit, in

It is expressly agreed that the right of the Purchaser/s under this (B) Agreement or otherwise shall always be restricted to the said Flat only, and such right will accrue to the Purchaser/s only on the Purchaser/s making payment of all the amounts including the Sale Price to the Promoter strictly in accordance with this Agreement and only on the Purchaser/s performing and complying with other terms, conditions, covenants, obligations, undertakings etc. hereof. All other unsold flats/units, car parking, portion or portions of the said New Building, other buildings, internal roads, etc. and recreational facilities, such as recreation ground, swimming pool, gardens, club-house etc., if any, shall always be the sole and absolute property of the Promoter. The Purchaser/s hereby confirm/s and consent/s to the irrevocable, absolute and unfettered right of the Promoter to develop, redevelop, sub-develop and/or assign their rights, give on lease, sub-lease, and/or deal with and dispose of the said Property and/or said New Building and/or all other unsold flats/units/shops and car parks and portion or portions of the said New Building and/or the said Property including common areas, such as staircase, staircase landing, entrance lobby, internal roads, open spaces, terraces, etc. and recreational facilities, such as recreation ground, swimming pool, gardens, club-house, in the manner deemed fit by the Promoter without any consent or concurrence of the Purchaser/s or any other person and at the sole discretion of the Promoter. The Purchaser/s are aware that the aforesaid facilities, if any, are available for the use and enjoyment of the holders of various premises in the said New Building and other buildings along with the users / occupiers of other premises / developments on the said Property.

(C) With regards to the common areas described in the Fifth Schedule hereunder written, it is agreed that the Purchaser/s shall only be permitted to use the said common areas on such terms and conditions as the Promoter may deem fit.

(A) Upon completion of the development of the New Building and receipt of the Occupation Certificate, the Promoter shall, at its sole discretion and at the cost and expenses of the purchaser/s of all the flats, premises, etc. in the New Building, submit application for registration of one or more cooperative society/ies under the Maharashtra Co-operative Societies Act 1960 or Condominium under Maharashtra Apartment Ownership Act

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or Limited Company in respect of New Building, to be known by a name as the Promoter Chfe's, escripted such of a present sees of promoter condominiums or limited company comprising of holders of present sees of hereinafter be referred to as the "said Organization" within a period 3 (three) months of the majority of purchasers/ all offices having book their flats, premises, etc. in the New Building.

- (B) The Purchaser/s shall join in forming and registering the said Organisation, by such name as the Promoter may decide and for this purpose also from time to time, the Purchaser/s shall sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the organization and for becoming a member, including the bye-laws of the proposed organization and duly fill in, sign and return to the Promoter, within fifteen (15) fifteen days of the same being forwarded by the Promoter to the Purchaser/s, so as to enable the Promoter to register the organization of the purchasers of the said Building. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Article of Association, as may be required by the Registrar of Co-operative Societies/Registrar of Companies, as the case may be, or any other Competent Authority.
- (C) The Purchaser/s shall pay to the Promoter/Organization the proportionate share of the Municipal tax, water charges, maintenance charges, outgoings and all other rent, rates and taxes in respect of the said Flat.
- (D) The Promoter has informed the Purchaser/s and the Purchaser/s is/are aware that the Promoter shall form one or more organisation of the New Building to be constructed on the said Property at its sole discretion.
- (E) The Purchaser/s shall make his/her/their proportionate contribution as may from time to time be required to be made to the said Organization.
- (F) The Purchaser/s shall at the time of taking possession of the said Flat from the Promoter shall pay to the Promoter, amounts as specified in Clauses 39 and 40 below (wherever applicable).
- It is expressly and specifically clarified, agreed, understood and confirmed (G) by and between the Parties hereto that the unsold flats/units, car parking spaces, portion or portions of the said New Building etc. shall at all times be and remain the absolute property of the Promoter and the Promoter may if it so desires, become member of the said Organisation in respect thereof, and the Promoter shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Purchaser/s herein, nor the said Organisation shall object to or dispute the same. On the Promoter intimating to the said Organisation, the name or names of the purchaser/s or acquirer/s of such unsold flats, premises, etc., the said Organisation shall forthwith accept and admit such purchaser/s and acquirer/s as their member/s and shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same and without charging/recovering from them any premium, fees, donation or any other amount of whatsoever nature in respect thereof including any amount collected by the Promoter from such purchaser/s towards development charges, legal charges etc. as mentioned in Clauses 39 and 40 below.

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The Promoter shall not be liable to pay any maintenance charges/out goings, etc. in respect of the unsold flats, car parking spaces and other premises save and except the municipal taxes with effect from the date of grant of occupation. Provided however in the event, the Promoter occupies or permit occupation of any flat, such occupant/s or Promoter as the case may be shall be liable to pay the maintenance charges, etc. in respect thereof. It is further clarified that for allotment/sale of such flat, the Promoter shall not be liable to take any permission/consent of the said Organisation.

The Promoter shaff Exercite a Deed of Conveyance of the New Building and the said Property in favour of the said Organization. Such Deed of Conveyance shall be executed within a period of 6 (six) months only after the Promoter has:

(i) utilized constant of the entire FSI, fungible FSI, and illary FSI, Premium FSI, potential, yield of the Larger type of the TDR;

- (ii) completed the entire development of the said Property and the construction of the New Building on the said Property and obtained occupation certificate in respect thereof;
- (iii) sold all the premises, etc. and received all the amounts from the purchaser/s of all the buildings on the said Property including the Sale Price from the Purchaser/s herein; and
- (iv) completed the development of the entire Larger Property and construction of buildings thereon

AND till then, the Promoter shall not be bound, liable, required to cause to execute any document in favour of the said Organization and the Purchaser/s agree/s and irrevocably consent/s not to have any demand or dispute or objection in that behalf. Further execution of such Deed of Conveyance, shall be subject to the Promoter's right and entitlement to:

- (i) utilize, consume, load etc. entire FSI, fungible FSI, free FSI, Premium FSI, potential, yield of the Larger Property and TDR;
- (ii) complete the construction of the New Building on the said Property;
- (iii) sell all the premises, etc. and receive all the amounts from the purchaser/s of all the buildings including the Sale Price from the Purchaser/s hereof; and
- (iv) complete the development of the entire Larger Property and construction of the buildings thereon.
- (I) It is expressly and specifically clarified, agreed, understood and confirmed that considering the overall development of the Larger Property, the Promoter shall at its discretion be entitled to form such number of Society/(ies) / Condominium / Company / organisation and/or its respective independent association/committee.
- (J) The Purchaser/s shall at no time demand partition of the New Building and/or said Property and/or the Larger Property or otherwise, and/or his/her/their interest, if any, therein and the same shall never be partitioned.

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to enroll the Purchaser/s as members of the Club House and infine event. Purchaser/s is/are enrolled as members of the Club House and infine event. Purchaser/s shall be liable to pay one time membership fees tas applicable), and the Purchaser/s shall be liable to pay to the purchaser applicable, and the Purchaser/s shall be liable to pay to the purchaser all the costs, charges, expenses, including maintenance charges, etc. of the Club House, and in the event the Purchaser/s is/are enrolled as members of the Club House:

- (i) The Purchaser shall observe, perform and comply with all the rules, regulations, etc. applicable to the Club House, and shall pay all the fees, costs, charges, expenses, etc. including maintenance charges, etc., in a timely manner;
- (ii) The Purchaser shall be liable and responsible to pay the one-time membership fees (as applicable), and all other costs, charges, expenses, etc. including the maintenance charges, etc. of the Club House, irrespective of whether or not the Purchaser uses / accesses the Club House and/or occupies the said Flat;
- (iii) In the event the Purchaser fails and/or neglects and/or is unable to pay the one-time membership fees (as applicable), then the Purchaser shall not be admitted as a member of the Club House; and
- (iv) In the event the Purchaser fails and/or neglects and/or is unable to pay any other costs, charges, expenses, etc. including the maintenance charges, etc. of the Club House, membership of the Purchaser to the Club House, shall stand cancelled and terminated, and the Purchaser shall cease to be a member of the Club House. This is without prejudice to such other consequences that the Purchaser shall be subject to, as per the rules, regulations, etc. of the Club House.
- 20. All costs, charges and expenses incurred in connection with the formation of the said Organizations as well as the costs of preparing, engrossing, stamping and registering all deeds, documents required to be executed by the Promoter and by the Purchaser/s including stamp duty, registration charges etc., payable in respect of such documents, as well as the entire professional costs of the attorneys of the Promoter for preparing and approving all such documents shall be borne and paid by the Purchaser/s and the said Organizations as aforesaid and/or proportionately by all the holders of the premises, flats, etc., in the New Building. The Promoter shall not be liable to contribute anything towards such expenses.
- 21. It is agreed that one month prior to the execution of agreements/documents in favour of the said Organisation, the Purchaser's shall pay to the Promoter, the Purchaser's share of stamp duty and registration charges payable, if any, on the execution of agreement or any document or instrument of conveyance in respect of the New Building and the said Property in favour of the Organization. The Purchaser's alone will be responsible for consequences of insufficient and/or non-payment of stamp duty and registration charges on this Agreement and/or all other documents, etc.

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The Promoter shall allot all flats, garages, car parking, open spaces, terraces etc. z 22. aintended to be constructed on the said Property with a view ultimately that the purchaser/s/allottees of all the flats, garages, car parking, open space etc., in the New Building shall be admitted to the said Organisation. It is agreed and clarified that the Promoter shall have all the rights and be entitled to sell, allot, transfer, least, give on leave and freeing and/or otherwise deal with and dispose of the flats, garages, car parking open spaces, terraces, etc., separately and independently and the Purchaser's displaces of all the flats, garages, car parking, or prepared in the New Building shall be admitted to the said Organisation.

The Purchaser/s and the person/s to whom the said Flat is permitted to be used shall, from time to hine signam applications, papers and documents and do all acts, deeds, and things as the Promoter or the said Organisation may require for safeguarding the interest of the Promoter and/or the Purchaser/s and other purchasers in the said Property.

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- It is agreed between the Parties that the Promoter shall be entitled to (A) develop the Larger Property in phase-wise manner and/or sector-wise and/or project wise manner as the Promoter may desire. The Promoter is retaining unto themselves full rights for the purpose of providing ingress or egress from the said Property in the manner deemed fit by the Promoter and the Purchaser/s unequivocally consents / agrees not to raise any objection or dispute regards the same now or any time in the future and the Purchaser/s acknowledges that hardship may be caused during such time and undertakes expressly never to object to the same.
- It is agreed between the Parties that the Promoter shall be entitled from (B) time to time and at all times to make necessary amendments or changes or substitution or modification of the layout plan as may be sauctioned by MBMC and/or any other authorities in respect of the said Property / Larger Property to utilize FSI and/or development rights in respect thereof and for that purpose to submit plans or proposals as the Promoter may deem fit. It is further agreed that the Promoter in its absolute discretion shall be entitled to locate or provide in the New Building on the said Property any additional floor or floors and use the same for such purpose or purposes as the Promoter may desire without reference or recourse to the Purchaser/s or the said Organisation at the discretion/option of the Promoter time to
- The Purchaser/s hereby expressly consents to the Promoter re-design the (C) New Building or increase in number of floors, adding new building or buildings or the recreation area or realigning any internal road, common area, club house, swimming pool, recreation area and passages and such other area or areas as the Promoter may desire to realign and re-design and if the New Building in which the Purchaser/s has/have agreed to acquire the said Flat is completed earlier than other building/s structures, then the Purchaser/s confirms that the Promoter will be entitled to utilise any FSI, TDR and all the benefits, potentials, yield, advantages etc. presently available and / or that may be available in the future for any reason including on account of change in regulations / law / act etc. in respect of the said Property or any part thereof or any adjoining property or properties as the case may be, and till all the aforesaid is fully utilised by the Promoter, and all the premises etc. are sold, and the amount or amounts receivable by the Promoter is/are duly received by the Promoter and all the obligations required to be carried out by the Purchaser/s herein and the purchaser/s of premises are fulfilled by them, the Promoter shall not be bound and shall not be called upon or required to cause the said Organisation to admit the Purchaser/s as member/s of the said Organisation and the Purchaser/s agrees and irrevocably consent/s not to have any demand or dispute or objection in that behalf.

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It is agreed confirmed and covenanted by the Putiliaser/s had the Promoter shall have full right and absolute authority and shall be entitled to, at any time hereafter change alter and unrend the layout plans, designs, elevation, etc. of the New Building and of the layout plans, designs, elevation, etc. of the New Building and of the property and/or get the said Property sub-divided into small portions or parts or amalgamate the same with any other property or properties and the Purchaser/s shall not have any objection in this regard. Further it is agreed between the Parties hereto that the Purchaser/s shall not be entitled to nor shall he/she/they demand sub-division of the said Property or be entitled to any FSI exceeding the FSI used and consumed in the New Building out of any FSI available now or in future and that the Purchaser/s and/or the said Organisation shall not be entitled to put up any further or additional construction on the New Building exceeding the FSI consumed therein therein at the time of grant of the Occupation Certificate for any reason whatsoever.

- 25. It is agreed, confirmed and covenanted by the Purchaser/s that the Promoter shall have full right and absolute authority and shall be entitled to, at any time hereafter, utilize, consume, load etc. FSI of the said Property and Larger Property or any part thereof and vice versa.
- 26. The name of the New Building shall always be known as "S3 SKYRISE") and this name shall not be changed without the prior written permission of the Promoter.
- 27. It is agreed that the said Flat shall be of RCC structure with normal brick, siporex, with cement plaster only. It is agreed that the New Building and its layout may contain common fixtures, fittings and/or amenities as specified in the Fifth Schedule hereunder written. The Purchaser/s hereby agree/s, declare/s and confirm/s that save and except the said specification, fixtures, fittings and/or amenities, the Promoter shall not be liable, required and/or obligated to provide any other specifications, fixtures, fittings and/or amenities in the New Building / said Property.
- 28. It is expressly agreed that the said Flat contains fixtures and fittings as set out in the Sixth Schedule hereunder written and the Purchaser/s confirm/s that the Promoter shall not be liable to provide any other specifications, fixtures, fittings and amenities in the said Flat.
- 30. If the Purchaser/s intend/s to cancel this Agreement or withdraw from the Project, on account of delay in handing over possession of the said Flat due to Force Majeure and/or Other Circumstances (as defined hereinafter), then on cancellation of this Agreement by the Purchaser/s:

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A) The Promoter shall refund to the Purchaser/s the amounts already received by the Promoter in respect of the said Flat (except the amounts towards Service Tax, VAT, GST and other taxes) within a period of thirty (30) days after said Flat is sold and all amounts including consideration amount in respect the said Flat is received by the Promoter, with simple interest as specified in REST Rules from the date of cancellation of this Agreement till the date die amounts are repaid;

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(B) V. The Purchaser's shall not have any right, title, interest, claim, demand and/or dispute against the Promoter and/or in respect of the said Flat or any part thereof in any manner whatsoever; and

The Promoter shall be entitled to sell, transfer and/or otherwise entitled to deal with and/or dispose of the said Flat in such manner, as the Promoter may deem fit.

- 31. For the purpose of this Agreement, the "Other Circumstances" shall include but not limited to:
  - (A) Non-availability of steel, cement, other building material, water or electric supply;
  - (B) War, Civil Commotion, fire, earthquake, flood, epidemic, pandemic, lockdown, quarantine conditions, containment, labour controversy, riot, civil disturbance or act of God;
  - (C) Failure or delay of any transportation agency or any other supplier of supplies, equipment, or other facilities related to the said Property;
  - (D) Any notice, order, stay, rule, regulation, notification or directive of the Government, and / or any local or public or private body or authority and / or any other Competent Authority or any Court, or Tribunal or any quasijudicial body or authority;
  - (E) Economic downturn;
  - (F) Any other act or event which is beyond the Promoter's reasonable control including the Promoter's precarious financial condition and/or economic downswing in real estate or any other industry; and
  - (G) Any other circumstances or conditions or other causes beyond the Promoter's control of or unforeseen including war, civil commotion, riot, strikes or agitation by the Promoter's workers or labourers or the workers or labourers of the contractor or suppliers.
  - 32. The Purchaser/s hereby agree/s and confirm/s that the Promoter shall not be responsible for the refund of any of the applicable taxes including Service Tax, VAT, GST or any other tax, levy, statutory charges paid by the Purchaser/s to the Promoter and/or collected by the Promoter from the Purchaser/s.
  - 33. The Purchaser/s shall not sell, transfer, assign and/or otherwise deal with and dispose of the said Flat or any of their rights and/or benefits, without the Promoter's prior written consent.

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1. Subject to Clause 31 horematory and for subject to citcuin stances beyond the Promoter' reasonable control, if the Promoter fails to hand over the said Flit to the Purchaser's or the Possession Date on on the extended date's and only if the Purchaser's have paid all the amounts payable by him her their obligations, and only if the Purchaser does not intend to cancel this Agreement / withdraw from the Project, simple interest as specified in the RERA Rules, on all the amounts paid by the Purchaser to the Promoter towards Sale Price for every month of delay from the Possession Date till the handing over of the possession of the said Flat.

- 34. The Purchaser/s shall make payment of the installments mentioned hereinabove along with all the other amounts including amounts mentioned as mentioned in Clauses 39 and 40 below. The Promoter shall offer in writing the possession of the said Flat to Purchaser after obtaining the occupation certificate from the authority and on all the payment made by the Purchaser/s. The Purchaser/s shall occupy the said Flat within fifteen (15) days of the Promoter giving written notice to the Purchaser/s intimating that the said Flat is ready for use. In the event the Purchaser/s fail/s and / or neglect/s to take possession within the specified period, it shall be deemed that the Purchaser/s has/have taken possession from the date of the said writing and that date shall be deemed to be the "Date of Possession" and all obligations of the Purchaser/s related to take possession of the said Flat shall be deemed to be effective from the said Date of Possession.
- 35. Commencing a week after notice in writing is given by the Promoter to the Purchaser/s that the said Flat is ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share of outgoings in respect of the said Property or part thereof (as the case may be), recreational area maintenance charges, and the New Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common light, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Property or part thereof and the New Building. Until the said Purchaser/s is/are admitted as members of the said Organisation, the Purchaser/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter, at its sole discretion.

36. The Purchaser/s shall use the said Flat only for residential purpose and not for any commercial or other activity. The Purchaser/s shall use the Parking Spaces, if allotted, only for the purpose of keeping or parking of the Purchaser's own vehicle.

In addition to the said Sale Price of Rs. 3.66.640 /- (Rupees the Color of Rs. 3.66.6

the Purchaser/s shall pay to the Promoter the following non-refundable amounts on the date on which possession of the said Flat is offered. The Promoter shall not be liable, responsible and / or required to render the account in respect of the amounts mentioned herein below.

38. The Purchaser/s shall, simultaneously with Promoter offering possession of the said Flat, pay to the Promoter, inter alia, the following amounts over and above the Sale Price as mentioned in Clause 3 above and all other amounts payable by the Purchaser/s under this Agreement or otherwise. The Promoter are entitled to retain and appropriate the same to its own account and shall not be liable, responsible and / or required to render the account in respect of the amounts

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mentioned herein beforestately all not be required and/or obligated to or handover sante to the said organi Amount (Rs.) दस्त क्र.१७८६ 10000 Development Tanari Infrastructure Charges 3. 10000 Society Formation and Registration Charges 4. Electricity deposit and connection charges 5. (non-refundable) 1bhk 20,000/- & 2bhk 25,000/-20000 Water deposit and connection charges 6. (non-refundable) Recreational area fees / charges 7. (one-time) 1bhk 1,50,000/- & 2bhk 2,00,000/-

39. In addition to the aforesaid amounts, the Purchaser/s shall pay to the Promoter the following amounts on the date on which possession of the said Flat is offered. The Promoter shall maintain account in respect of said amounts and shall provide the same to the said Organisation in respect of the said amounts:

Sr.no.	Charges	Amount (Rs.)
1.	Share Money	600
2.	Maintenance Charges Deposit (@ Rs.8/- p.s.f. carpet area x 12 months)	56,832
3.	Maintenance charges for recreational areas (@, Rs.500/- p.m. x 12 months)	6000
	Total	63,432

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It is hereby clarified that the aforesaid amounts mentioned hereinabove do not include the dues for electricity, gas and other bills for the said Flat and the Purchaser/s shall be liable to pay electricity, gas and other bills for the individual meters separately. It is further clarified that, the list of charges does not include GST and/or other applicable taxes and the Purchaser/s agree to pay the applicable taxes. It is further clarified that the list of charges mentioned hereinabove is only indicative and not exhaustive and the Purchaser/s agrees to pay to the Promoter, such other charges or such other amounts under such heads or increase in any of the amounts as the Promoter may indicate without any demur.

- 41. It is agreed that in the event of any additional amounts becoming payable in respect of items mentioned hereinabove, then the Purchaser/s shall forthwith on demand pay to and/or deposit the additional amounts with the Promoter. The said amount shall not carry any interest.
- 42.

  (A) The Purchaser/s by himself/herself/themselves with intention to bind all persons into whose hands the said Flat and other premises may hereinafter come, hereby covenant/s with the Promoter as follows:

(i)

Not to do or suffer to be done anything in or to the said Building, said Flat, staircase common areas or any passages which may be against the rules, regulations or byelaws of concerned local or any other authority or change/alter or make addition in or to the New Building or to the said Flat itself or any part thereof and

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to maintain the said Plat at the Purchaser's own east in good resident and condition from the date on which the Purchaser's committing any act in contravention of the above provision, the Purchaser's small be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and also

pay any penal charges levied by the authorities.

(ii) Not to store anything in the refuge floor nor store any goods in the said Flat which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the New Building or storing of such goods which is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the New Building and in case any damage is caused to the New Building on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach and shall repair the same at his/her/their own costs.

(iii) Not to change the user of the said Flat and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Flat and not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas.

(iv) Not to demolish or cause to be demolished the said Flat or any part thereof neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Flat or any part thereof and keep the portion, sewers, drains, pipes in the said Flat and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the New Building.

(v) Not to make any alteration in the elevation and outside colour scheme of paint and glass of the New Building and not cover/enclose the planters and service ducts or any of the projections from the said Flat, within the said Flat, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Flat without the prior written permission of the Promoter, nor do / cause to do any hammering for whatsoever use on the external / dead walls of the New Building or do any act to affect the FSI potential of the said Property.

(vi) Not to affix any fixtures or grills on the exterior of the New Building for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the said Flat. The standard design for the same shall be obtained by the Purchaser/s from the Promoter and the Purchaser/s undertake/s to not fix any grill having a design other than the standard design approved by the Promoter. In the event the Purchaser/s fails to rectify the default of his/her/their obligation within seven (7) days from committing this default to the satisfaction of the Promoter at his/her/their own cost, then the Promoter, without prejudice to all its rights through its agents, shall have a right (but shall not be obliged) to enter upon the said Flat and dismantle at the Purchaser's cost, such fixtures or grills or air conditioner or the outdoor condensing unit which are in contravention of this subclause or any other provision of this Agreement.

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- Not to do or permit to be done any act or thing which may render void or bindable any insurance of the said Property and the New Building or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.
- Not to delay / default in payment of the amounts to be paid to the Promoter in addition to the amounts collected in Clauses 39 and 40 above and pay within fifteen (15) days of demand by the Promoter, their share of security deposit demanded by any concerned local authority or government, MBMC, for giving water, gas connection or any electric supply company for giving electricity or any other service connection to the New Building.

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Not to delay default a glyment of 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 from time to time.

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  - Not violate and shall abide by all rules and regulations framed by (xi) the Promoter/ its designated Project Manager or by the said Organisation, for the purpose of maintenance and up-keep of the said New Building and in connection with any interior / civil works that the Purchaser/s may carry out in the said Flat.
  - Not violate and shall observe and perform all the rules and regulations which the said Organisation may have at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the New Building and the premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the said Organisation regarding the occupation and use of the said Flat in the New Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
  - Not do or permit or suffer to be done anything in or upon the said Flat or any part of the New Building which is or may, or which in the opinion of the Promoter is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining premises or the neighbourhood provided always that the Promoter shall not be responsible to the Purchaser/s for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining premises of the New Building and the Purchaser/s shall not hold the Promoter so liable;

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(xiv) Not obstruct, cause or permit any form of obstruction whatself whether by way of depositing or leaving any article, item or thing of whatsoever nature movable of otherwise, within the said layer in or on the common stairways, refuge are a remainders and passageways in and of the New Building.

- (xv) Not in any manner enclose any area to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Flat and keep the same unenclosed at all time. The Promoter shall have the right to inspect the said Flat at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Purchaser/s and also to recover costs incurred for such demolition and reinstatement of the said Flat to its original state.
- (xvi) Not to permit any person in the employment of the Purchaser/s (such as domestic help, drivers, cleaners etc.) to sleep and / or occupy the common area of the New Building such as passage, lobby, stair case and / or any part of the said Property.
- (xvii) Not to claim rights and interest on any common areas, amenities, facilities, etc., inter alia the common areas, amenities, and/or facilities as mentioned in the Fifth Schedule and the Sixth Schedule written hereunder
- (B) In addition to the aforesaid conditions, the Purchaser's further binds himself/herself/themselves in respect of the said Flat and covenants as under:
  - (i) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat into the compound or the refuge floor or any portion of the said Property and the New Building.
  - (ii) Not at any time cause or permit any public or private nuisance or to use the loud speaker, etc., in or upon the said Flat, New Building or the said Property or any part thereof or do anything which shall cause an annoyance, inconveniences, suffering, hardship or disturbance to the occupants or to the Promoter.
  - (iii) Not discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the said Flat and/or the New Building nor litter or permit any littering in the common areas in or around the said Flat and/or the New Building and at the Purchaser's own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the said Flat and/or the New Building to the requirement and satisfaction of the Promoter and/or relevant government and statutory authorities.
  - (iv) Not do either by himself/itself or any person claiming through the Purchaser/s anything which may or is likely to endanger or damage the New Building or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the New Building. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the New Building.

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Not display at any place in the New Building any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Purchaser/s shall not stick or affix pamphlets, posters or any paper on the walls of the New Building or common area therein or in any other place or on the window, doors and corridors of the New Building.

(vi) Not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the New Building or the or or or through the windows of olders thereof any placard, poster, notice, advertisement names laid or sign or announcement, flag-staff, air conditioning tight, teleston or wireless mast or aerial or dish antenna any other thins whatsoever save and except the name of the Furchase is in such places only as shall have been previously approved in writing by the Promoter in accordance with such manner, sections as standard design laid down by the Promoter;

- (vii) Not park at any other place and shall park all vehicles in the allotted/ designated parking lots only as may be prescribed by the Promoter; and
- (viii) cause the said Organisation to paint the New Building at least once in every five years maintaining the original colour scheme even after the agreement is executed in favour of the said Organisation.
- 43. If within a period of five (5) years from the date of handing over the said Flat to the Purchaser, the Purchaser brings to the notice of the Promoter any structural defect in the said Flat or any defects in the workmanship of the said Flat, quality of the material used in the said Flat or provision of service in the said Flat, and provided such defect is not attributable to normal wear and tear and misuse and/ or any act of commission or omission on the part of the Purchaser or the purchasers/ occupants of the adjoining flats including but not limited to unauthorised changes/ repairs, non-maintenance of fittings and fixtures, then, wherever possible such defects shall be rectified by the Promoter at their own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA.
- 44. The Purchaser/s shall, with prior twenty four (24) hours intimation, permit the Promoter and their surveyors and agents with or without workmen and others at reasonable times to enter into and upon the said Flat or any part thereof to view and examine the state and conditions thereof and/ or for the purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, party walls, structure or other conveniences belonging to or serving or used for the New Building and also for the purpose of laying down, maintaining, repairing and also for purpose of cutting of essential services including water supply to or any of the premises of the New Building in respect whereof, the Purchaser/s of such other premises, as the case may be, shall have made default in paying his/her/their share of taxes, maintenance charges etc.
- 45. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat or of the said Property and the New Building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him, and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter.

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strued as a rty and the 1 save and d all open vill remain It is expressly agreed that the Promoter shall have an irrevocable and perpetright and be entitled to put a hoarding on the safe Property or any parts of the N Building and/or other buildings including on the terrace and/or on the partnet wall and/or on the said Property and the said hoardings may be illuminated comprising of neon sign and for that purpose, the Promoter is fully applying zed allow temporary or permanent construction or erection for installation either on the exterior of the New Building or on the said Property as the case may be and further the Promoter shall be entitled to use and allow third parties to use any part of the New Building and the property for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment and all other equipment, etc. The Purchaser/s agrees not to object or dispute the same. It is further expressly agreed that the Promoter shall have an irrevocable and perpetual right and be entitled to receive, recover, retain and appropriate allethe rents, profits and other compensation including any increase thereof and the Purchaser/ said Organisation shall not have any right or be entitled to any of the rents, profits and other compensation including any increase thereof or any part thereof. All the rents, profits and other compensation including any increase thereof shall solely and absolutely belong to the Promoter.

- 47. As stated herein, the Purchaser/s shall not, without the prior written consent of the Promoter, sell, give on license/ lease, transfer, mortgage, create charge etc. or otherwise deal with or dispose of the said Flat or any part thereof.
- 48. The Purchaser/s hereby grant/s his/her/their irrevocable consent to the Promoter, mortgaging the said Property along with the New Building, save and except the said Flat, being constructed thereon, to enable the Promoter to augment the funds for the development of the said Property.
- The Purchaser/s hereby expressly agrees and covenants with the Promoter that in 49. the event of the New Building on the said Property being not ready for use and in the event of the Promoter offering occupation of the said Flat to the Purchaser/s then and in that event the Purchaser/s shall not have any objection to the Promoter completing the construction of the balance building or additional floors on the said Property without any interference or objection. The Purchaser/s further confirm/s that he/she/they shall not object or dispute construction of the balance building or buildings, wing or wings or additional floors or additional construction or part or parts thereof by the Promoter on any ground including on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Promoter shall be entitled to either themselves or through any nominees to construct and complete the said additional storeys, wing or wings or buildings on the said Property as they may desire in their absolute discretion without any interference or objection or dispute by the Purchaser/s. The Purchaser/s hereby consent/s to the same time being under any law as applicable.
- 50. The Promoter shall complete the Project by 31<sup>st</sup> December, 2027 (the "Project Completion Date") provided always that the Promoter shall be entitled to further extension of time of 6 (six) months for completion of the Project, if the completion of the said Project is delayed on account of Force Majeure circumstance and/or Other Circumstances beyond reasonable control of the Promoter. The Other Circumstances for the purpose of this Agreement are mentioned hereinabove.
- Notwithstanding anything contrary to contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in future by the Promoter) and notwithstanding the Promoter giving any no objection/permission for mortgaging the said Flat or creating any charge or lien on the said Flat and notwithstanding the mortgages/charges/lien of or on the said Flat, the Promoter shall have first and exclusive charge on the said Flat and all the right, title and interest of the Purchaser/s under this Agreement for recovery of any amount due and payable by the Purchaser/s to the Promoter under this Agreement or otherwise.

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The Purchaser/s hereby nominates INDU having his/her/their addless at UT、名10りより DIST THAN of the Purchaser/s as his/her/their who is nominee in respect of the said Flat (the "said Nominee"). On the death and/or incapability of Purchaser/s, the said Nominee shall assume all the obligations of the Purchaser/s under this Agreement or otherwise, and shall be liable and responsible to perform the same. The Purchaser/s shall at any time hereafter be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Promoter shall only recognize the said Nominee or the nominee substituted by the Purchaser/s (only if such substitution has/have been intimated to the Promoter in writing) and deal with him or her in all matters pertaining to the said Flat. The heirs and legal representatives of the Purchaser/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the said Nominee. The Promoter shall at its discretion be entitled to insist on Probate/Succession Certificate/Letters of Administration and/or such other documents as the Promoter may deem fit, from such nominee. The nominee would be required to give an indemnity bond indemnifying the Owners/Promoter as may be necessary and regulator by the Promoter. The Purchaser/s hereby agree indemnify and keep indemnified, saved, defended and harmless the Proposition against any or all claims, losses, damages, expenses, costs of other habilities had ured or suffered by the Promoter from or due to any breach by the Prophager/s of its covenants, representations and १७९ रहे छि warranties under this Agreement of due to any act, omission, default on the part of the Eurobase's in performing his/her/their obligations under this 2 Agreement. All notices to be served on the Purchaser/s as contemplated by this Agreement 54. shall be deemed to have been duly served if sent to the Purchaser/s by Registered Post A.D./Under Certificate of Posting/Courier or by hand delivery or by Fax, Email to the address of the addressee at his/her/their address hereinbefore mentioned A notice shall be deemed to have been served as follows: 55. <sup>:</sup> if personally delivered, at the time of delivery; (i) if sent by courier, Registered (Post) A.D. or by Fax, E-mail at the time of (ii) delivery thereof to the person receiving the same. For the purposes of this transaction, the details of the PAN of the Promoter and 56. the Purchaser/s are as follows: AAXCS5901Q Promoter PAN HKLPP 2738B First Purchaser PAN Second Purchaser PAN Third Purchaser PAN The Parties hereto confirm that this Agreement constitutes the full agreement

between the Parties hereto and supersedes all previous agreements, arrangements, understanding, writings, allotment, letters, brochures and/or other documents

entered into, executed and/or provided.

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58. No forbearance, indulgence or relaxation or inaction by the Ptomoteral any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its right to require of formance of the provisions of these presents shall not be construed as a waiver or acquiescence by them of any breach of any of the pullishens of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

- 59. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the Promoter.
- 60. The Purchaser/s shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents for allotment of the said Flat including on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Purchaser's account.
- 61. The Purchaser/s hereby declare/s that he/she/they has/have gone through this Agreement and all the documents related to the said Property and the said Flat and has/have expressly understood the contents, terms and conditions of the same and the Purchaser/s after being fully satisfied has/have entered into this Agreement and further agree/s not to raise any objection in regard to the same.
- Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of the RERA and the Rules and Regulations, thereunder.

## THE FIRST SCHEDULE ABOVE REFERRED TO: (the "Larger Property")

A plot of land area admeasuring 25,763,93 square meters, bearing bearing Old Survey No.51/26 (part), and New Survey No. 102/26 (part), Old Survey No.69/13, New Survey No.88 situated at Village Mire, Taluka Thane, District Thane and Old Survey No.76/1, New Survey No.11/1 and Old Survey No.76/2, New Survey no.76/2 of Village Mahajanwadi, Taluka Thane, District Thane.

## THE SECOND SCHEDULE ABOVE REFERRED TO: (the "said Property")

A plot of land admeasuring 2,015 square metres, bearing Old Survey No. 51/26 (part), and New Survey No. 102/26 (part), situated at Village Mire, Taluka Thane, District Thane out of the Larger Property, more particularly described in the First Schedule hereinabove mentioned.

# THE THIRD SCHEDULE ABOVE REFERRED TO (Description of the said Flat)\*

ALL THAT flat bearing No. 2205 admeasuring 49.88 square metres (RERA carpet area) equivalent to 53% square feet (RERA carpet area) on the 2200 floor of the New Building, namely, "S3 SKYRISE" being constructed on the said Property, more particularly described in the Second Schedule hereinabove mentioned.

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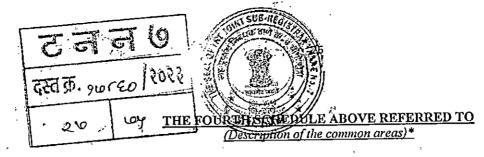
Agreement Registered by Fax, Eereinbefore

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PART A -LIMITED COMMON AREAS

Staircases, landing and landing on each floor will be limited amongst the occupants
of that particular floor.

 Lobbies/ Passage in front of Lifts and staircases on each floor, will be limited amongst the occupants of that particular floor.

PART B - COMMON AREAS

- Common terraces over the topmost for buildings habitable floor (all terraces on the
  other habitable floors, if approved and provided will not be included in common
  areas and may be designated as limited common areas).
- 2. Water Tank and overhead water tanks, water pipes and water meters, water pumps.

3. Electric Common board, all common wiring and common switches.

Common lights on internal roads, staircases and landings.

Storm water drains.

- Common pathways.
- Compound Wall.

### THE FIFTH SCHEDULE ABOVE REFERRED TO

(Description of Common Fixtures and Amenities)\*

#### SECURITY:

C.C.T.V. and intercom in entrance lobby connected to each flat. Professionally managed 24 hrs. security.

Advanced fire-fighting system.

#### **ELECTRICAL:**

Concealed copper wiring with modular switches.
A.C. points in living / bedrooms.
Safety features like MCB & ELCB.
Prewired internet & telephone connectivity.
T.V. point in living & bedroom.

#### BUILDING:

Aesthetically designed exclusive building elevation. High speed lifts. Beautifully designed Entrance lobby. Generator Backup for lift, water pump, staircase light.

### THE SIXTH SCHEDULE ABOVE REFERRED TO

(Description of Amenities in the said Flat)\*

#### LIVING:

Vitrified 2' x 2' flooring in the flat. Anodized Sliding window. Designer entrance door with ultra-modern lock. POP / Gypsum Plaster.

#### KITCHEN:

Granite Kitchen platform with stainless steel sink. Service platform. PVC body antirust exhaust fan. Water purifier of branded make.

#### BATHROOM:

Antiskid rustic tiles.

Designer full height dado.
FRP waterproof doors.
Jaquar C.P. Fittings or equivalent.
Branded sanitary wares.
Antirust PVC body exhaust fan.
Branded Geyser in Master Bathroom.

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## रनन७

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IN WITNESS WHEREOF the Parties hereto have hereunto set an respective hands on the day and year the first above written

: the occupants

will be limited

terraces on the led in common

, water pumps.

SIGNED, SEALED and DELIVERED

- By the withinnamed "Promoter"

S3 Smart Spaces Private Limited

Through its Director

Mr. Shailesh S. Sanghvi,

In the presence of..



I spaces IV. Jan

SIGNED AND DELIVERED by the withinnamed "Purchaser/s"

MR TITENDRAKUMAR PHOOLCHAND PANDEY



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In the presence of purous

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### RECEIPT

RECEIVED on or be	fore the day and the yea	ar first herein above w	ritten of and from
the within named	the sum of Rs	4,25,009	/- (Rupees
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in the following manne	r:		

Cheque No.	Date	Bank	Amount (INR)
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	TOTAL		4,25,000

WE SAY RECEIVED

For S3 SMART SPACES PRIVATE LIMITED

DIRECTOR/MANAGER

Witnesses:

1. Anivaros

2. Auganol

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Annexure 77

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The Sale Price\* shall be paid by the Purchaser/s to the Promoter in the following manner:

Sr. No.	Particulars/Event	Amount (Rs.)
1	Earnest Money on Booking	25 56 3001.
2	Within 30 days from the date of Booking	
3	Within 60 days from the date of Booking	
4	Footing	8.52,100-
5	Plinth Work	426 ASO
6	2nd Slab	276933
7	6th Slab	2 769331
8	10th Slab	2.76 933
9	14th Slab	276933
10	18th Slab	2,55 630
11	22nd Slab	2,55638
12	26th Slab	255630
13	30th Slab	2.55630
14	Brick Work	4:26090
15	Plaster (E)	426050
16	Plaster (I)	426950
17	Tiling	426950
18	Pluming	426 DSA
19	Possession	426,048
	Total	85,21,000

(\*) The Sale Price is exclusive of any sums or amounts including applicable service tax, VAT/ GST and other taxes, cess, levies, fees and other charges of any nature whatsoever, as are or may be applicable on the Sale Price and/or payable hereunder or in respect of the said Unit and all such amounts shall be entirely borne and paid by the Purchaser/s on demand being raised by the Promoter.

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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 :

Project: S3 Skyrise, Plot Bearing / CTS / Survey / Final Plot No.:S no 102/26 and 88/13 of Village Mire and S no 11/1 and 11/2 of Village Mahajanwadi Taluka and District Thane at Mira-Bhayandar (M Corp.), Thane, Thane, 401107;

- 1. S3 Smart Spaces Private Limited having its registered office / principal place of business at Tehsil: Ward ABCD District: Mumbal City, Pin: 400001.
- 2. This registration is granted subject to the following conditions, namely:-
  - The promoter shall enter into an agreement for sale with the allottees;
  - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
  - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;

That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

- The Registration shall be valid for a period commencing from 28/04/2022 and ending with 31/12/2027 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- That the promoter shall take all the pending approvals from the competent authorities
- 3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there

Signature valid Digitally Signed by

Dated: 28/04/2022 Piace: Mumbal

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

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महाबाष्ट्र शासन्त २० पाव नम्ना सात (अधिकार अभितेख प्रतक)
। महाराष्ट्र जभीन महसूत अधिकार अभितेख आणे भारवका (राजा कर्ण व सुरिपतीत ठेवणे) नियम, १९७१ वातीत नियम ३.५६ आणि ४)
गाव :- मिरे तालुका :- ठाणे जिल्हा :- ठाणे जिल्हा :- ठाणे

भुमापन क्रमीक व	

भू-धारणा पद्धती : भ	गिवटाढ	ार वर्ग -।			भताच	रपानक	<u> পাব :</u>
	खाते क्र.	भोगवटादाराचे नांव	क्षेत्र	आकार	पो.ख.	फे,फा.	कुळ, खंड व इतर अधिकार
स्त्राच एकक आर.ची.मी अक्रेरिक देन देन पीती 84.00.00 आकारणी 2.54	746	मिरा भाईतर ग्रहानगरणाहिला में संचर्ती प्रिमापसेस प्रास्ति चे संचात्क पृथ्वीराज एस. संघरी —सामाई ज क्षेत्र	69,24,29	1.96	-	(2164) (2164)	त्वार जेकाम अधित निर्माण १००६ जो मानुस् कारम ३० २४ साधील मोनुने असमित्र श्रेण स्रोत मुर्गामता गी निर्माण इन्तास्त्रण वेटी (25%) सदा नोह क्षेत्र ४५००.०० थी. भी. देळी १३१००० थी.भी. क्षेत्रापुरती कभी करून त्या स्वर्नी ने १६००० थी.भी वर्ट है क्षाच्या मंचादित सदीनका बांपकामाताठी वे क्षेत्र अधी नीद पेदन उद्योद्ध के ४००० करिता "ना एक ४११. अधिनियम १७६ च्या मंजूर कतम २०२१ खासील घोजने अदमीतचे क्षेत्र तत्त्रेव पूर्व परवानागी विवाय इस्तातरणास बंदी हो नोद कायम ठेवसीर (25%) प्रतिवित्त क्षेत्रकार जाही.
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गाव नमना बारा (पिकांची नोंदवही ) [महाराष्ट्र समीन महसूस अधिकार अभिसेख आणि नोंदवड़ा (तथार करणे व सुस्पितीत ठेवणे ) नियम,१९७१ पातीत निर्यम २९ ] गाव :- मिरे तालुका :- ठाणे जिल्ही :- ठाणे

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सूचना :- सदरचे क्षेत्र अकृषक क्षेत्रामध्ये रुपांतरीत झाले असल्याने या क्षेत्रासाठी गाव नमुना न.१२ ची आवश्यकता नाही

्या प्रमाणित प्रतीसाठी की म्हणून १५/- रुपये निळाले." दिनांज :- 02/05/2022 सांकेतिक क्रमांक :- 27210009 42130013005207213

https://mahaferfar.enlightcloud.com/DDM/PgHtml712

02-05-2022

अहवाल दिनांक : 21/03/2022



गाव सम्ना सात ( अधिकार अभिलेख पत्रकः ) । महाराष्ट्र जमीन महसूत अधिकार अभिलेख आणि नोंदबक्षा (हाया करणे व शृश्यितीत ठेवणे) निर्धम, १९७१ यातीव नियम ३,५६६ आणि ७ ] गांव - भिरे तालुका - ठाणे जिल्हा :- ठाणे क्रमांक च नद्यतिभाग - १९४४

भूमापन क्रमांक व उपविभाग : 88/13 विनयोती शेताचे स्थानिक नाव : भ-धारणा पद्धती : भीगवटादार वर्ग -। कुळ, खंड व इतर अधिकार क्षेत्र आकार पो.ख. फे.फा. क्षेत्र, एकक् व भोगवटादाराचे नाव खाते वर. आकारणी भिरा भाईदर महानगरपातिका १२.५२.१७ ०.५८ (११८) कुळावे नाव व संड त्रावे एकक आर.घो.मी पृथ्वीराज एस. संघ्यी में, संघ्यी प्रिमायसेस प्रा.सि.चे इता अधिकार 94 67.83 2.23 .सामाईक क्षेत्र-(2256) सदर नोंद क्षेत्र 10720.00ची.मी. पैकी 9256.00ची.मी. क्षेत्रापुरती कमी करून त्या पेवजी -180.00 ची.मी.चट्टू क्षेत्राच्या मणीदिव सदनिका बांधकामासाठीय क्षेत्र - असी नोंद पेवन चरिरत क्षेत्र 1924.00 करिता -ना.ज.क.धा. अधिनयम 1976 च्या मंजूर कर्त्तम 2021 खाठील योजने अंतर्गवये क्षेत्र तरोव पूर्व परवानगी शिवाय इस्तीतरणास बंदी-00 दस्तक्रिकारक /२०१६ प्रलंबित फ्रेरफार : नाही. ग्रेवटचा फेरफार क्रमांक: 25% व दिनांक: 27/04/2021 30 न फेरफस के. (316)(350)(1021)(1030)(1435)(2009)(2026)(2027)(2021)(2125)(2126)(2127) (2141)(2163)(2164)(2262)(2409)(2443)(2488) सीमा आणि भुमापन चिन्हे :

गाव नमुना वारा (पिकांची नोंदबही ) [महाराष्ट्र बमीन महसूस अधिकार अभितेख आणि नोंदबहा (तपार करणे व सुस्थितीत ठेवणे) नियम,१९७१ यातीत नियम २९ ] गाव :- मिरे तालुका :- ठाणे जिल्ही :- ठाणे

भूमापन क्रमांक व उपविभाग: 88/1 लागवडीसाठी जल पिकाखातील क्षेत्राचा तपशील मिश्र पिकाखातील क्षेत्र निर्भेळ पि उपलब्ध नसलेली जमीन सिंचनाचे निर्भळ पिकाखातील क्षेत्र साधन वटक पिके व प्रत्येकाखातीत क्षेत्र खरूप पिकाचे माव जल सिंचित अजल सिंचित पिकाचे खाता क्रमांक हंगाम सिंचित सिंचित नाव (१६) (१५) (१३) **(88)** (१२) (4) (९) (१०) (११) (<del>(</del>0) (3) (8)

सूचना :- सदरचे क्षेत्र अकृषक क्षेत्रामध्ये रुपांतरीत झाले असल्याने या क्षेत्रासाठी गाव नमुना न १२ ची आवश्यकता नाही

्या प्रमाणित प्रतीसाठी की म्हणून १५८ रुपये मिळाते." दिनांक :- 02/05/2022 सोकेतिक क्रमांक :- 2721000942130013005202214

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८ व दिनांक :

जल विनाचे प्राधन

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दस्त क्र. ७७८६० /२०२३

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गाय नगुना ६ फेरफार भोववही (फेरफार पत्रक ) । महाराष्ट्र जमीन महसुल अधिकार अभिलेख आणि नोर्ववहा (समार करणे य सुस्थितीत ठेवणे ) नियम, १९७१ यातील नियम १० ।

गाव:- भिरे

सासुका :- ठाणे

जिल्हा:- ठाणे

नादीचा अनुक्रमांक	संपादन केलेत्या अधिकाराचे स्वरुप	परिणाम झासेले	अधिकाऱ्याचे नाय , आद्याक्षरी व शेरा
or Tay attay		भुमापन व	7030
		उपविभाग	
		क्रमांक	
2596	फ्रुफाराचा प्रकार : अनोदणीकृत	102/26	
	निहीना एकार - आर्ट्रेग व रस्तावेज - फेरफाराचा टिनांक -	38/13	ना, जिल्हाथिकारी व सक्ष्म प्राधिकारी
	30/03/2021 माहिती मिळालेचा दिनांक :- 30/03/2021	ĺ	ठापुँ नागरी संकुतून ठाणे याच्चे कडीत
,	अधिकारी : जिल्हाधिकारी	l	आदेश क्र पुरलसी/टीए/एटीपी/कलम
,	आदेश क्रमांक : क्र.पुएलसी/टीए/एटीपी/कलम 20/एसआर 1851/166/2021 दि.12/03/2021		१०/एसआर १८५१/१६६/२०२।
ł	(१८५) (१८७८) । (द. १८/०३/२०२१ आदेश दिनांक : १२/०३/२०२१		दि. 12/03/2021 तेगतं मा अपर तहसिलदार मिरा भाईदर यांचेकडील
	01041104107 1220312021	ļ ,	पत्र क्र.महस्त/हक्कनोद/कावि
	दाखत तारिख 30/03/2021 आदेशाने बाजूस दाखल केलेल्या		७०१/२०२१ दि.२६/०३/२०२१ अन्दर्य
	स ने च्या		अधिकार अभितेख अद्ययावत
]	जिमन मिळकतीबाबत मा.जिल्हाधिकारी व सक्षम प्राधिकारी		करण्याकामी नोंद प्रमाणित केली असे
	ठाणे नागरी संक्रान ठाणे	ļ	
	।. यांचे कडील आदेश क.पुएलसी/टीए/एटीपी/कलम 20/एसआर		
1	1851/166/2021 दि 12/03/2021		
1	अन्वये मोजे मिरे येथिल जुना स.नं. 51/26 नवीन सर्वे नं 102/26		<i>'</i>
	चे क्षेत्र 8400.00 चो.मी. पैकी 4310.00 चो.मी. व जुना सर्व्हे न 69/13 नवीन 88/13 चे क्षेत्र 10720.00 चो.मी.पैकी 9396.00	1	•
1	नि.६९७१३ नेवान ४४,१३ च वात्र १०/२०,०० चा.मा.परंग ५३५६.०० चो.मी. क्षेत्रापुरती अधिकार् अभिलेखात ७/१२ चे इतर हक्कात	ì	
	असरोली "ना ज.क.धा. अधिनियम 1976 च्या मंजूर कलम 20/2।	1	
Į	खालील योजने अंतर्गतचे क्षेत्र तसेच पूर्व परवानर्गी शिवाय	1	
	हिस्तातरणास बंदी" ही नोंद कमी करून त्या ऐवर्जी "80.00		(प्रशांत स्मेथ कापडे)
' '	बौ.मी.चटई क्षेत्राच्या मूर्यादित सदनिका बांधकामासाठीचे क्षेत्र"	ľ	मेंडळ अधिकारी:- भाईंदर
1	अशी नोंद दाखल् केली .		ता.: ठाणे
	तसेच सदर योजनेतील जुना स.नं.51/26 नवीन सर्व्हे नं 102/26 चे		जि.: ठाणे दि: 27/04/2021
	उर्वरित क्षेत्र 4090.00 चौ.मी.व जुना सर्व्हे नं.69/13 नवीन 88/13 चे क्षेत्र 1324.00 चौ.मी.करिता संदर नींद "ना.जू.क.धा.		14 27/04/2021
İ	वि क्षेत्र 1324,00 चा.मा.क)रता संदर नाट ना.ज.म.चा. अधिनियम 1976 च्या मुंजूर कलम् 20/21 खालील योजने	1	
	अंतर्गतचे क्षेत्र तसेच पूर्व परवान्गी शिवाय हस्तांतर्णास बंदी" ही		
1	नोंद कायम ठेवली असे सदर नोंद अधिकार अभिलेख अद्ययावत	1	!
!	करणेकामी केली असे	i.	
			ļ :
İ	जिमिनीचे वर्णन		
ì	जुना सुनं 51/26 नवीन स. नं 102/26 चे क्षेत्र 8400.00		
1	वी.मी.पैकी 4310.00 ची.मी.	İ	
İ	व जुना स. नं.69/13 नवीन स.नं. 88/13 चे क्षेत्र 10720.00	1	ļ :
1	वी.मी.पेकी 9396.00 ची.मी.		1
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		1	
1	नोंद :	[	
	ਨ ਕਈ ਪਹੁੰ		· ·
	3. मा. जिल्हाधिकारी व सक्षम प्राधिकारी ठाणे नागरी संकुलन		
	रित्राते क्रांचे क्रांचील आदेश के यएलसा/टाए/एटापा/कराम	1	·
	20/एसआर 1851/166/2021 दि.12/03/2021	l	l
İ	४. मा अपर तहसिलदार मिरा भाईदर याचेकडील पत्र		l
1	I	•	•

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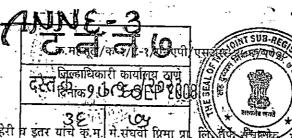
क्र महसुल/हष्यकनोद्ध/कावि-701/2021 दि. 26/03/2021 हितसंबधिताना भोटीस सजावल्याचा दि. केरफार नोद निर्गतीचा दि. 27/04/2021 (चंद्रना दिगबंर आव्हाउ) तताठी मिरे साझा मिरे ता. ठाणे जि. ठाणे

्या प्रमाणित प्रतीसाठी फी म्हणून १५/- रुपये मिळाले." दिनांक :- 02/05/2022 सांकेतिक क्रमांक :- 27210009421300130052022314

(नाव:-वर्दनारिगर्वर आव्हाङ्) तलाठी साह्मा :- मिरेता:- ठाणे जि:-ठाणे

स्त्रक्र ७०८० हिस्स





वाचले :-

श्रीमती नितीनी चंद्रसिंह जव्हेरी य इंतर यांचे कु.मु. में.संघवी प्रिमा प्रा लि है श्री. पृथ्वीराज एस. संघवी, १ ला माळा, वितराग चेंद्रस कावसजी पटेल स्ट्रीट

मुंबई ०१ याांचा दिनांक २६/८/२००८ रोजीचा अर्ज

२) अप्पर जिल्हाधिकारी व सक्षम प्राधिकारी ठाणे नागरी संकुलन ठाणे यांचे कडील आदेश

१. क्र युएलसी/टीए/टे.नं.४/मिरे/एसआर- ३२३ दिनांक २९/१०/२००७

२. क्र/युएलसी/टीए/एटीपी/डब्ल्युएसएचएस-२०/एसआर-१८५१ दि. १/११/२००७

मिरा भाईंदर महानगरपालिका यांचे कडील बांघकाम परवानगी क्र.मिभा/मनपा<u>/नर</u>/१६८७/ २००८-०९ दिनांक ३०/७/२००८

४) दिनांक २९/८/२००८ रोजीच्या दैनिक ' महाराष्ट्र जनमुद्रा' मधील जाहीरनामा

५) अर्जदार यांचे दिनांक ५/८/२००८ रोजीचे सत्यप्रतिङ्गापत्र

ह) | इस्टेट इन्डेस्टमेंट कंपनी यांचेकडील नाहरकत दाखला क्र. आरई-१३७ दि. ८/१/२००७

आदेश :-

₹)

ज्या अर्थी, श्रीमती नितीनी चंद्रसिंह जल्हेरी व इतर यांचे कु.मु. मे.संघवी प्रिमा प्रा. लि. तर्फे संचालक श्री. पृथ्वीराज एस. संघवी, १ ला माळा, वितराग चेंबर्स कावसजी पटेल स्ट्रीट फोर्ट, मुंबई ०१ मौजे महाजनवाडी मिरे ता. ठाणे येथील जिमन स.नं.११/१ (जुना ६९/१३) क्षेत्र क्षिक्ट/१), ११/२ (जुना ७६/२), १०२/२६ (जुना ५१/२६), ८८/१३ (जुना ६९/१३) क्षेत्र क्षेत्र हैं १४९६-०० चौ.मी. पैकी २२४२४-५९ चौ.मी. क्षेत्राची रहिवास व वाणिज्य या बिगर शेतकी

आणि ज्या अर्थि दिनांक २९/८/२००८ रोजी अर्जदार यांनी दैनिक 'महाराष्ट्र जनमुद्रा' या वृतपत्रात जाहिरात दिलेली होती त्यावर मुदतीत कोणतीही हरकत/तक्रार या कार्यालयाकडे ग्राप्त झालेली नाही

त्या अर्थी आता महाराष्ट्र जमीन महसुल अधिनियम १९६६ चे कलम ४४ अन्यये जिल्हाधिकारी ठाणे यांच्याकडे निहित करण्यांत आलेल्या अधिकारांचा वापर कठन जिल्हाधिकारी याद्वारे नितीनी चंद्रसिंह, आशिष चंद्रसिंह, शैलीनी चंद्रसिंह, अमिता चंद्रसिंह, नंदीता चंद्रसिंह, यामिनी रमणिकलाल कापडीया रा महाजनवाडी मिरा यांनी ता. जि. ठाणे मधील मौजंनहाजनवाडी मिरे येथील ७/१२ प्रमाणे ५१४९०-०० चौ.मी. पैकी महानगरपालिकेकडील मंजुर नकाशाप्रमाणे ५१४१६-५६ चौ.मी. पैकी १७६६५-४४ चौ.मी. रहीवास व १७०८-६४ चौ.मी. वाणिज्य या विगर शेतकी प्रयोजनार्थ वापर करण्या बाबत पुढील शर्तीवर अनुज्ञा (परमीशन) देण्यांत येत असून मिरा भाईदर महानगरपालिकेकडील मंजुर। वांधकाम नकाशा प्रमाणे खालील क्षेत्रावर बांधकाम अनुज्ञेय नाही.

9. डी. पी. रोड १२९७-५३ चौ.मी.

२. गार्डन १६४०४-१३मौ.मी. 🖫

३ अतिक्रमित क्षेत्र २०८५-७१चौ.मी.

४. आर.जी.चे क्षेत्र ३०५०-५१ चौ.मी.

५. 🐪 पी.एस.आणि पीजी <u>१२०४-६० चौ.</u>मी.

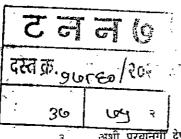
एक्ण क्षेत्र ३२०४२-४८ चौ.मी.

### त्या शर्ती अशा:-

- 9. ही परवानगी अधिनियम त्याखालील केलेले नियम यांना अधिन ठेवून देण्यांत आलेली आहे.
- २. अनुजाग्राही व्यक्तीने ( ग्रॅंटीने ) अशा जमीनीचा वापर व त्यावरील इमारतीच्या आणि किंवा अन्य वांधकामाचा उपयोग उक्त जमीनीचा ज्या प्रयोजनार्थ उपयोग करण्यांस परवानगी देण्यांत आली असेल त्या प्रयोजनार्थ केवळ केला पाहिजे. आणि त्यानं अशी जमीन किंवा तिचा क्रोणताही भाग किंवा अशी इनारत यांचा इतर क्रोणत्याही प्रयोजनार्थ जिल्हाधिकारी ठाण यांच्याकडून तशा अर्थाची आगाऊ लेखी परवानगी मिळविल्याशिवाय वापर करता काना नये. इमारतीच्या वापरावरुन जिल्हाचिया वापर ठराविण्यांत येईल

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अशी परवानगा देणा-या किस्मिक्ट्रि अशा भूखंडाची किंवा त्यांचे जे कोणतेही उपभूखंड करण्या वावत मंजूरी मिळाली असेल त्या उपभूखंडांची आणखी पाट विभागणी करता कामा नये.

- ४. अनुज्ञाग्राही व्यक्तीने (अ) जिल्हाधिकारी व संबंधित नगरफिनका प्राधिकरण यांचे समाधान होईल अशा रीतीने अशा जमीनीत रस्ते, गटारे वगैर वांघून आणि (व) भूमापन विभाग कडून अशा भूखंडाची मोजणी व त्यांचे सीमांकन करून ती जमीन या आवेशाच्या तारखं पासुन एक वर्षांच्या आंत मंजूर आराखड्या प्रमाणेच काटेकोरपणे विकियत केली पाहिजे. आणि अशा रीतीने ती जमीन विकिसत केली जाई पर्यंत त्या जमीनीची कोणत्याही रीतीने विल्हेबाट लावता कामा नये.
- 4. अनुजाग्राही व्यक्तीस असा भूखंड विकावयाचा असेल किंवा त्यांनी इतर प्रकार विल्हेवाट लावायची असेल तर अशा अनुजाग्राही व्यक्तीने तो भूखंड या आदेशात आणि सनदीमध्ये नमूद केलेल्या शर्तीचे पालन करुनच विकणे किंवा अशा शर्तीनुसारच त्यांची अन्य प्रकार विल्हेवाट लावणे आणि त्यांचे निष्पादित केलेल्या विलेखात तसा खास उल्लेख करणे हे त्यांचे कर्तव्य असेल.
- दा सोवत जोडलेल्या स्थळ आराखडयात आणि किंवा इमारतीच्या नकाशात निर्दिष्ट केल्या प्रमाणे इतक्या जोते क्षेत्रावर बांधकाम करण्या विषयी ही परवानगी देण्यांन आलेली आहे. सदर भूखंडातील नकाशात दर्शविल्या प्रमाणेच उर्विरत क्षेत्र विना बांधकाम मोक्ळ सोडले पाहिजे. ६अ) प्रस्तावित बांधकाम हे नकाशात दर्शविलेल्या मजल्या पेक्षा जास्त मजल्याचे असू नये.
- ७. प्रस्तावित, इमारत किंवा कोणतेही काम (असल्यास) त्यांच्या वांचकामास मुरुवात करण्यापुर्वी अनुज्ञायाही व्यक्तीने (ग्रॅटीने) मिरा भाईदर महानगरपालिका यांची असे बांधकामकरण्या विषयाची आवश्यक ती परवानगी मिळविणे हे अशा व्यक्तीवर वंधनकारक असेल.
- ८. अनुज्ञाग्राही व्यवतीने सोवत जोडलेल्या नकाशात दर्शविल्या प्रमाणे सीमातिक मांकळे अंतर (ओपन मार्जीनल डिस्टेंसेस ) सोडले पाहिजे.
- ९. या आदेशाच्या दिनांका पासून एक वर्षाच्या कालावधीत अनुज्ञाग्राही व्यक्तीने अशा जमीनीचा बिगर शेती प्रयोजनासाठी वापर करण्यास सुरुवात केली पाहिज़ं. मात्र वेळावेळी असा कालावधी वाढविण्यांत आला असेल तर ती गोष्ट अलाहिदा. अनुज्ञाग्राही व्यक्तीने उपरोक्त प्रमाणे न केल्यास ही परवानगी रदद करण्यांत आली असल्याचे समजण्यांन येईन्य.
- 90. अनुज्ञाग्राही व्यक्तीने अशा जर्मानीच विगर शतका प्रयोजनाथ वापर करण्यास ज्या दिनांका पासून सुरुवात केली असेल किंवा ज्या दिनांकास त्याने अशा जमीनीच्या वापरात वदल केला असेल तर तो दिनांक त्याने एक महिन्याच्या आंत तलाठ्या मार्पता छ । तहिपलवाराय कळविले पाहिजे. जर तो असे करण्यांस चुकेल तर महाराष्ट्र जर्मान महसुल (जमीनीच्या वापरातील बदल व बिगरशेतकी आकारणी) नियम १९६९ मधील नियम ६ अन्वये त्याच्यावर कार्यवाही करण्यांस असा अनुज्ञाग्राही पात्र ठरेल.
- 99. अशा जमीनीचा ज्या प्रयोजनार्थ वापर करण्यास परवानगी दिली असेल त्या प्रयोजनार्थ वापर करण्यास प्रारंभ करण्याच्या दिनांकापासून सदर अनुजाप्राहीने त्या जिम्मीच्या संबंधात दर चां.मी. मागे रुपये दराने विगर शेतकी आकारणी दिली पाहिजे. किंवा परवानगीच्या तारखंच्या पूर्वलक्षी प्रभावाने अथवा त्यानंतर अंमलात येणार विनशेती दराने विनशेली आकार देण वंधनकारक राहिल. अशा जिमनीच्या वापरात कोंणत्याही प्रकारचा बदल करण्यात आला तर त्या प्रसंगी निराळ्या दराने विगर शेतकी आकारणीच्या हमीची मुदत अजून समाप्त खावयाची आहे ही गोंच्य विचारांत वेण्यांत येणार नाही.
- 9२. सदर जागेची अती तातडीची मोजणी फी रक्कम रु. ७८०००/- (अक्षरी रु. अष्टुयाहतर हजार मात्र) चलन क्र.७४७/०८ (भारतीय स्टेट बँकेकडील चलन क्र. ७१६) दिनांक १९/९/२००८ अन्वये शासन जमा केली आहे.
- 9३.भूमापन विभागाकडून जमीनीची मोजणी करण्यांत आल्या नंतर अशा जमीनीचे जितके क्षेत्रफळ आढळून येईल तितक्या क्षेत्रफळोनुसार या आदेशात आणि सनदीमध्ये नमूद केलेले क्षेत्र तसेच विगरशेतकी आकारणी यांत वदल करण्यांत येईल क्षेत्र



सदर जमीनीच्या बिगरशेतकी कालावधीत अनुजाप्रीने अशा जमीनीवर आंवश्युक ती इमारत वांधर्ला पारि आदेश रदद समजण्यांत येईल. व अ<u>तुजाप्राही याना अकृषिक परवानगीसादी</u> करावा लागेल.

पूर्वीच मंजूर केलेल्या नकाशाबरहुकुम अगोदरच वांधलेल्या इमारतीत अनुजाग्राहीने कोणतीही भर घालता कामा नये किंवा ती मध्ये कोणताही फेरबदल करता कामा नये. मात्र अशी भर वालण्यासाठी किंवा फेरवदल करण्यासाठी जिल्हाधिका-यांची परवानगी घेतली असल आणि अशा भरीचे किया फेरबदलाचे नकाशे मंजूर कठन वेतले असतील तर ती गोष्ट वेगळी.

अनुज्ञाग्राही व्यक्तीने आजुबाजुच्या परिसरांत अस्वच्छता व घाण निर्माण होणार नाही अशा रीतीने आपल्या स्वतःच्या खर्चाने आपली पाणीपुरवठयाची व सांड्पाण्याचा निचरा करण्याची व्यवस्था केली पाहिजे.

जमीनीच्या विगरशेत्की वापरास प्रारंभ केल्याच्या दिनांका पासून एक महिन्याच्या कालावधीत अनुज्ञाग्राही व्यक्तीने महाराष्ट्र जमीन भहसुल (जमीनीच्या वापरात बदल व विगरशेतकी आकारणी) नियम १९६९ यातील अनुसूची पाच मध्ये दिलेल्या नमुन्यात एक सनद करुन देऊन तीत या आदेशातील सर्व शर्ती समाविष्ट करणे त्यास वंधनकारक असेल.

१८अ. या आदेशात आणि सनदीमध्ये नमूद केलेल्या शर्तीपैकी कोणत्याही शर्तीचे अनुजाग्राही व्यक्तीने उल्लंबन केलयास उक्त अधिनियमाच्या उपबंधान्वये असा अनुज्ञाग्राही ज्या कोणत्याही शास्तीम पात्र ठरेल त्या शास्तीस वाधा न येऊ देता ठाण्याच्या निल्हाधिका-यास तो निर्दिष्ट करेल असा दंड आणि आकारणी भरल्यानंतर उक्त जमीन किंवा भूखंड अर्जदाराच्या ताब्यात राह् देण्याचा अधिकार असेल.

१८व. वरील खंड अ) मध्ये काहीही अंतर्भूत असले तरीही या परवानगीच्या तरतृदीविरुदध जाऊन कोणतीही इमारत किंवा बांधकाम उमे करण्यांत आले असेल किंवा तरतूदी विरुद्ध या इमारतीच्या किंवा बांधकामाचा वापर करण्यांत आला असेल तर विनिर्दिष्ट मुदतीच्या आंत अशा रीतीने उभारलेली इमारत काढून टाकण्या विषयी किंवा तीत फेरबदल कंरण्याविषयी ठाण्याच्या जिल्हाधिका-याने निर्देश देणे विंधी संमत असेल. तसेच ठाण्याच्या जिल्हाधिका-याला अशी इमारत किंवा वांधकाम काढून टाकण्याचे किंवा तीत फेरबदल करण्याचे काम करतून चेण्याचा किंवा त्या प्रीत्यर्थ आलेला खर्च अनुज्ञाप्राही व्यक्तीकडून जमीन महसुलाची थकवाकी म्हणून वसुल करुन येण्याचा अधिकार असेल.

दिलेली ही परवानगी मुंबई कुळवहिवाट व शेतजमीन अधिनियम १९४८, महाराष्ट्र गामपंचायत अधिनियम आणि नगरपालिका अधिनियम इ.सारख्या त्या वेळी अंमलात असलेल्या इतर कोणत्याही कायद्याचे कोणतेही उपवंध प्रकरणाच्या अन्य संबंधीत बार्बीच्या बाबतीत लागू होतील. त्या उपबंधाच्या अधिन असेल.

अनुजांग्राही यांनी विगरशेतकी आकारणीच्या पाचपट स्कम रु. १,०१,८७६/-(अक्षरी रु. एक लाख एक हजार आठशे शहांत्तर मात्र ) रुपांतरीत कर (कन्व्हशंन टॅक्स) चलन क्र. ३६२/०८ (भारतीय स्टेट बँकेकडील चलन क्र. ७२१) दि. १९/९/२००८ अन्वये सरकार जमा केली आहे.

अनुजाग्राही यांनी मिरा भाईदर महानगरपालिका यांचे कडील मंजूर नकाशाबरहुकुमच वांधकाम 'केले पाहिजे.

२२. अनुजाग्राही यांनी मिरा भाईंदर महानगरपालिका यांचे कडील बांधकाम नकाशा व्यतिरिक्त जादा वांधकाम केल्यास अगर वांधकामा मध्ये वदल करुन जादा चटर्डक्षेत्र निर्देशांक वापरल्यास्य—

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र्जीधनियम १९६६ चे कलम ५२ अन्वये फौजदारी स्वरुपाचा गुन्हा दाखल करण्यांस पात्र रहातील व असे जादा वांधकाम दूर करण्यांस पात्र राहील.

अर्जदार यांनी जोत्याच्या बांधकामाबावत स्वामित्वधनाची रक्कम १,७७,१२५/-₹3. (अक्षरी रु. एक लाख सस्याहत्तर हजार एकशे पंचवीस मात्र ) इकडील कार्यालयाचे चलन क्र.८८/२००८ (भारतीय स्टेट बँकेकडील चलन क्र. ७२०) दि. १९/९/२००८ अन्वये सरकार जमा केंली आहे.

२४. या प्रकरणात पिण्याच्या पाण्याची सोय करण्याची जवाबदारी अनुज्ञाग्राही यांचेवर वधनकारक राहील. आणि पिण्याच्या पाण्याची सोय झाली आहे किंवा कसे या बावत खात्री झाल्याशियाय मिरा भाईंदर महानगरपालकेने संबंधित विकासकास इमारत वापर परवाना देऊ

अर्जदार यांनी दि. ५/८/२००८ रोजी सत्यप्रतिज्ञापत्र दिले आहे. सदर प्रतिज्ञापत्रातील े. साहीती खोटी आढळून आलेस त्यास सर्वस्वी अर्जदार हे जबाबदार रहातील. व दिलेली बिनशती ुर्मिरवानगी रद्द समजणेत येईल. याबाबत अर्जदार यांना कोणत्याही न्यायालयात अपील दाखल करता येणार नाही.

जागेच्या मालकी हयकाबावत भविष्यात काही प्रश्न निर्माण झालेस दिलेली बिनशेती परवानगी आपोआप रह समजणेंत यादी.

> सही/-( एसं.एस.झेंडे ) जिल्हाधिकारी ठाणे

श्रीमती नितिना चंद्रसिंह जव्हेरी व इतर रा. महाजनवाडी, मिरा ता. जि. ठाणे

निर्गमित केले

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C.C. (Legal) 2022 (7)

# मिरा भाईंदर महानगरपालिका

## नगररचना विभाग

स्वामी विवेकानंद भवन आरबीके स्कूलच्या बाजूला कनाकिया, मिरारोड (पु.) जि. ठाणे - 401 107. द्रष्टवनी : 022-28121455, • E-mail Id : tp@mbmc.gov.in

जा.कः - मनपा/नर/ 9449 | 2022 - 2023 प्रति,

दिनांक :- 2910/2022

भुख्यं कार्याल

ै अधिकार पत्रधारक *- <u>मे. संघवी प्रिमायसेस प्रा.लि.</u> व्दारा - सल्लागार अभियंता - <u>मे. अनिष ॲण्ड असो.</u>* 

विषय: मिरा भाईदर महानगरपालिका क्षेत्रातील मौजे - मिरा / महाजनवाडी मौजे-मिरा, सं.क.102(51)/26, 88(69)/13 व मौजे महाजनवाडी, सं.क.1176)/1. 2 या जागेतील मंजूर रेखांकनातील भुखंड क्रमांक 'भे' मधील इमारत प्रकार - 2 (वेसमेंट + पार्ट तळ + 3 पोडिअम + 4 ते 24), इमारत प्रकार - 3 (पार्ट लोअर तळ + पार्ट अपर तळ + पोडीअम + 2 ते 27), इमारत प्रकार - 4 (पार्ट तळ + पोडीअम + 2 ते 27) अखंड क्रमांक 'बी' मधील इमारत प्रकार - 1 (पार्ट तळ + 27), इमारत प्रकार - 2 (स्टिल्ट + 27) व अखंड क्रमांक 'सी' मधील इमारत प्रकार 1 (लोअर तळ + अपर तळ + 2 पोडीअम + 3 ते 26) या प्रस्तावित इमारतींच्या मर्यादेत UDCPR नियमावलीनुसार विकास हक्क प्रमाणपत्राच्या वापरासह सुधारीत रेखांकन मंजुरीसह बांधकाम परवानगी देणेवाबत.

- संदर्भ :- 1) आपला <u>दि. 05/05/2022, दि.15/07/2022</u> व <u>दि. 19/07/2022</u> रोजीचा अर्ज.
  - 2) मे. सक्षम प्राधिकारी नागरी संकुलन ठाणे यांचेकडील क्र.युएलसी/दिए/एटीपी /डब्ल्यू.एस.एच.एस.-20/एसआर-1881 दि.01/11/2007 अन्वये कलम 20 चे आदेश, युएलसी/दिए/एटीपी/कलम-7/मुदतवाढ/एसआर-1851/03 दि. 03/01/2019 अन्वये मुदतवाढ व युएलसी/दिए/एटीपी/कलम-20/एसआर-1851/166/2021 दि.12/03/2021 अन्वये कलम 20 खालील आदेशाबाबतचा नाहरकत दाखला.
  - मा. जिल्हाधिकारी ठाणे यांचेकडील क्र. महसुल/क-1/टे-1/एनएपी/एसआर-476/2008 दि.19/09/2008 रोजीचे अकृषिक आदेश.
  - 4) दि इस्टेट इनवेस्टमेंट यांचेकडील क्र. El/137 दि.08/01/2007 अन्वर नाहरकत दाखला.
  - 5) अग्निशमन विभागाकडील पत्र क्र.मनपा/अग्नि/976/2021-22 दि.15/11/2021 अन्वये प्राथमिक नाहरकत दाखला
  - 6) महानगरपालिकेचे पत्र क्र.मिभा/मनपा/नर/841/2020-21 दि.25/06/2021 अन्वये सुधारीत बांधकाम परवानगी.

त्रातील वेनशेती दाखेल

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जदांरी

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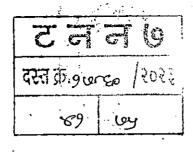
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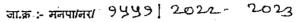
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# मिरा भाईंदर महानगरपालिका

नगररचना विभाग



दिनांक:- 2916/2022



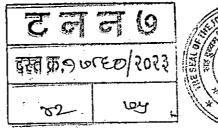
7) प्रस्तावाचे पर्यावरण विभागाकडील SIA/MH/MIS/236676/2021 दि.15/04/2022 अन्वये नाहरकत दाखला.

उप वन संरक्षक, ठाणे, वन विभाग यांचेकडील पत्र 東.Desh/1/20/LND/ESZ/6844/2018-19 दि.14/03/2019

-: <u>सधारीत बांधकाम प्रारंभपत्र</u>:- (सुधारीत नकाशे मंजुरीसह) भुखंड प्रकार "अे" (इमारत प्रकार-2,3,4), भुखंड प्रकार "बी" (इमारत प्रकार-1,2) व भुखंड प्रकार "सी" (इमारत प्रकार 1) च्या मर्यादेत

महाराष्ट्र प्रादेशिक व नगररचना अधिनियम 1966 च्या कलम 44, 45 अन्वये व महाराष्ट्र महानगरपालिका अधिनियम 1949 चे कलम 253 ते 269 विकास कार्य करण्यासाठी / बाधकाम प्रारंभपत्र मिळण्यासाठी आपण विनंती केले नुसार मिरा भाईंदर महानगरपालिका क्षेत्रातील मौजे - मिरा / महाजनवाडी सि.स.नं./सर्वे क्र./हिस्सा क्र. <u>मौजे-मिरा, स.क्र.102(51)/26, 88(69)/13 व</u> मौजे महाजनवाडी, स.क्र.11(76)/1,2 या जागेतील रेखांकन, इमारतीचे बांधकाम नकाशांस आपणांकडून खालील अटी व शर्तीचे अनुपालन होण्याच्या अधीन राहून ही मंजूरी देण्यात येत आहे.

- सदर भुखंडाचा वापर फक्त बांधकाम नकाशात दर्शविलेल्या रहिवास + वाणिज्य वापरासाठीच 1) करण्याचा आहे.
- सदरच्या बांधकाम परवानगीने आपणास आपल्या हक्कात नसलेल्या जागेवर कोणतेही 2) बांधकाम करता येणार नाही.
- मंजुर नकाशाप्रमाणे जागेवर प्रत्यक्ष मोजणी करुन घेणेची आहे व त्यांची उपअधिक्षक भूमि 3) अभिलेख, ठाणे यांनी प्रमाणीत केलेली नकांशाची प्रत या कार्यालयाच्या अभिलेखार्थ दोन प्रतीमध्ये पाठविणेची आहे व त्यास मंजूरी घेणे आवश्यक आहे.
- सदर भुखंडाची उपविभागणी महानगरपालिकेच्या पूर्वपरवानगी शिवाय करता येणार नाही. 4) तसेच मंजूर रेखांकनातील इमारती विकसीत करण्यासाठी इतर / दुस-या विकासकास अधिकार दिल्यासं / विकासासाठी प्राधिकृत केल्यास दुय्यम / दुस-या विकासकाने मंजूर बांधकामः नकाशे व चटईक्षेत्राचे व परवानगीत नमुद अटी व शर्तीचे उल्लंघन केल्यास / पालन न केल्यास या सर्व कृतीस मुळ विकासक व वास्तुविशारद जवाबदार राहील. Lund





### . पालिका

कनाकिया, मिरारोडं (पु.) <sup>all</sup> ld : <u>tp@mbmc.gov.in</u>

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H/MIS/236676/2021

ग्रेल पत्र ं दि.14/03/2019

नकाशे मंजुरीसह) (इम्रास्त प्रकार-1,2) मर्यादेत

44, 45 अन्वये व महाराष्ट्री गर्य करण्यासाठी / वांधकार्युः महानगरपालिका क्षेत्रातीत् 02(51)/26, 88(69)/13 व नाम नकाशांस आपणांकडून ति येत आहे

<u>्वाणिज्य</u> वापरासाठीच

ोल्या जागेवर कोणतेही

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ांची उपअधिक्षक भूमि च्या अभिलेखार्थ दोन

करता थेणार नाही. वेकासकास अधिकार ाने मंजूर बाधकाम ल्यास / पालन न

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# मिरा भाईंदर महानगरपालिका

नगररचना विभाग

स्वामी विवेकानंद भवन आरबीके स्कूलच्या बाजूला कनाकिया, मिरारोड (पु.) जि. ठाणे - 401 107. दूरध्वनी : 022-28121455, • E-mail ld : <u>tp@mbmc.gov.in</u>

दिनांक: 2910 कि मनपानरा 9449 2022 - 2023

दिनांक: 29/0/2022

्यां जागेच्या आजुबाजुला जे पुर्वीचे नकाशे मंजूर झाले आहेत त्याचे रस्ते हे सदर नकाशातील रस्त्याशी प्रत्यक्ष मोजणीचे व सिमांकनाचे वेळी सुसंगत जुळणे आवश्यक आहे. त्युचा ग्रीहान जागेवरील प्रस्तावीत होणा-या बांधकामास रस्ते संलग्नित ठेवणे व सार्वजनिक वाप्रसाठी खुले ठेवणेची जबाबदारी विकासक / वास्तुविशारद / धारक यांची राहील. रस्त्याबाबत विकासकी बुद्धा अध्यापती / धारकांची कोणताही हरकत असणार नाही.

नागरी जमीन धारणा कायदा 1976 चे तरतुदींना व महाराष्ट्र जमीन महसूल अधिल्यमांच्या, तरतुदीस कोणत्याही प्रकारची बाधा येता कामा जये व या दोन्ही कायद्यान्वये पारित झालेल्या व यापुढे वेळोवेळी होणा-या सर्व आदेशाची अंमलबजावणी करण्याची जबाबदारी विकासक व वास्तुविशारद इतर धारक यांची राहील.

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

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

मंजूर रेखांकनातील रस्ते, ड्रेनेज, गटारे व खुली जागा (आर.जी.) अर्जदाराने / विकासकाने महानगरपालिकेच्या नियमाप्रमाणे पूर्ण करुन सुविधा सार्वजनिक वापरासाठी कायम स्वरुपी खुली ठेवणे वंधनकारक राहील.

इमारतीचे उद्वाहन, अग्निशमन तरतुद, पाण्याची जमिनीवरीसल व इमारतीवरील अशा दोन टाक्या, दोन इलेक्ट्रीक पंपसेटसह तरतूद केलेली असली पाहिंजे.

महानगरपालिका आपणास बांधकामासाठी व पिण्यासाठी व इतर कारणासाठी पाणीपुरवठा करण्याची हमी घेत नाही. यांबाबतची सर्व जबाबदारी विकासक / धारक यांची राहील. तसेच सांडपाण्याची सोय व मलविसर्जनाची व्यवस्था करण्याची जबाबदारी विकासकाची / धारकाची राहील. तसेच बांधकाम सुरु करतेवेळी बांधकाम संपेपर्यंत तथील बांधकाम कामगारांसाठी आवश्यकतेप्रमाणे पुरेशा शौचालयाची व पाळणाघराची व्यवस्था करणे आपणावर बंधनकारक राहील.

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## नगररचना विभाग

स्वामी विवेकानंद भवन आरबीके स्कूलच्या बाजूला कनाकिया, मिरारोड (पू.) जि. ठाणे - 401 107. दूरध्वनी : 022-28121455, • E-mall ld : tp@mbmc.gov.in

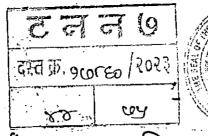
जा.क :- मनपा/नर/ १५५१ | 2022 - 2023

दिनांक: 2914/2022

अर्जदाराने स.क. / हि.क. मौजे, महानगरपालिका मंजूरी, बिल्डरचे नाव, आर्किटेक्टचे नाव, अकृषिक मंजूरी व इतर मंजूरीचा तपशील दर्शविणारा फलक प्रत्यक्ष जागेवर लावण्यात हरिनगरम्हिस्सानंतरच इतर विकास कामास सुरुवात करणे बंधनकारक राहील. तसेच सर्व मंजूरीचे मूळ विदेमोर तपासणीसाठी / निरीक्षणासाठी जागेवर सर्व कालावधीसाठी उपलब्ध करून ठेवणे ही तुविशीरद व विकासक यांची संयुक्त जबाबदारी आहे. अशी कागदपत्रे जागेवर प्राप्त न प्राल्यासं तातडीने काम बंद करण्यात येईल.

मुर्जूर रेखांकनातील इमारतीचे बांधकाम करण्यापुर्वी मातीची चाचणी (Soil Test) घेऊन व तंधकामाची 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 करुन संबंधीत सक्षम अधिका-यांची मंजूरी घेणे. तसेच इमारतीचे आयुष्यमान, वापर, बांधकाम चालू साहित्याचा दर्जा व गुणवत्ता व अन्नि क्षमण व्यवस्था याबाबत नॅशनल बिल्डींग कोड प्रमाणे तरतुदी करन कार्यान्वीत करणे तसेच वांधकाम चालू असतांना तांत्रिक व अतांत्रिक कार्यवाही पूर्ण करून त्याची पालन करण्याची जवाबदारी अर्जदार, विकासक, स्ट्रक्चरल अभियंता, वास्तुविशारद, बांधकाम पर्यवेक्षक, धारक संयुक्तपणे राहील.

- रेखांकनातील जागेत विद्यमान झाडे असल्यास तोडण्यासाठी महानगरपालिकेची व इतर विभागांची पूर्व मंजूरी प्राप्त करणे बंधनकारक आहे. तसेच खुल्या जागेत वृक्षारोपण करण्यात यावे.
- 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.
- बांधकाम साहित्य रस्त्यावर व सार्वजनिक ठिकाणी ठेवता येणार नाही. याबाबतचे उल्लंघन 16) झाल्यास महानगरपालिकेकडून आपणाविरुध्द दंडात्मक कार्यवाही करण्यात येईल.
- महानगरपालिकेने मंजूर केलेले बांधकाम नकाशे व बांधकाम प्रारंभपत्र रद्द करण्याची कार्यवाही 17) खालील बाबतीत करण्यात येईल व महाराष्ट्र महानगरपालिका अधिनियम 1949 व महाराष्ट्र प्रादेशिक व नगररचना अधिनियम 1966 च्या तरत्दीनुसार संबंधिताविरुध्द विहीत कार्यवाही करण्यात येईल.
  - 1) मंजूर बांधकाम नकाशाप्रमाणे बांधकाम न केल्यास.
  - 2) मंजूर बांधकाम नकाशे व प्रारंभपनातील नमुद सर्व अटी व शर्तीचे पालन होत नसल्याचे ليديل निदर्शनास आल्यास.



मिरा भाईंदर महानगरपालिका

नगररचना विभाग

स्वामी विवेकानंद अवन आरबीके स्कूलच्या बाजूला कनाकिया, मिरारोड (पु.) जि. ठाणे - 401 107. दूरध्वनी : 022-28121455, • E-mall Id : tp@mbmc.gov.in

स्त्रोकसेवा बाहुतर कि स्था आपती सेवा

914/2022

टचे नाव, लावण्यात जूरीचे मुळ ठेवणे ही प्राप्त न

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ं कार्यवाही । महाराष्ट्र ' कार्यवाही

तल्याचे ध्यु जा.क :- मनपा/नर/ 9449 | 2022 - 2023

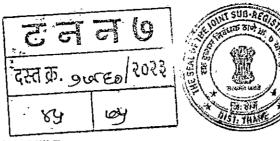
दिनांक: 291012022

3) प्रस्तावित जागेचे वापरात महाराष्ट्र प्रादेशिक व नगररचना अधिनियम 1966 व इतर अधिनियमान्वये प्रस्तावाखातील जागेच्या वापरात बदल होत असल्यास अथवा वापसत कहा. बदल करण्याचे नियोजित केल्यास.

4) महानगरपालिकेकडे सादर केलेल्या प्रस्तावात चुकीची माहिती व विधी ग्राह्यता नुसलेली कार्यात कार्यात केल्यास व प्रस्तावाच्या अनुषंगाने महानगरपालिकेची दिशाभूल केल्याचे साहै हैं निदर्शनास आल्यास या अधिनियमाचे कलम २५८ अन्वये कार्यवाही करण्यात येईल प्रस्तावित डमारतीमध्ये तळ मजल्यावर स्टिल्ट (Stilt) प्रस्तावित केले असल्यास स्टिल्ट्ची

18) प्रस्तावित इमारतीमध्ये तळ मजल्यावर स्टिल्ट (Stilt) प्रस्तावित केले असल्यास स्टिल्ट्ची उंची मंजूर बांधकाम नकाशाप्रमाणे ठेवण्यात यावी व या जागेचा वापर वाहनतळासाठीच करण्यात यावा.

- 19) मंजूर विकास योजनेत विकास योजना रस्त्याने / रस्ता रुंदीकरणाने बाधीत होणारे क्षेत्र 8890,50 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 जवाबदारी विकासकाची राहील. तसेच या जागेचा मालकीहक्क इतरांकडे केणत्याही परिस्थितीत व केव्हाही वर्ग करता येणार नाही. तसेच या क्षेत्राचा इरतांकडून मोबदला आपणास इतर संबंधितास व धारकास स्विकारता येणार नाही.
- 20) मंजूर रेखांकनाच्या जागेत विद्यमान इमारत तोडण्याचे प्रस्तावित केले असल्यास विद्यमान बांधकाम क्षेत्र महानगरपालिकेकडून प्रमाणीत करुन घेतल्यानंतर विद्यमान इमारत तोडून नविन बांधकामास प्रारंभ करणे बंधनकारक आहे.
- 21) प्रस्तावातील इमारतीचे वांधकाम पूर्ण झाल्यानंतर नियमाप्रमाणे पूर्ण झालेल्या इमारतीस प्रथम वापर परवाना प्राप्त करून घेणे व तद्नंतरच इमारतीचा वापरासाठी वापर करणे अनिवार्य आहे. महानगरपालिकेकडून वापर परवाना न घेता इमारतीचा वापर चालू असल्याचे निदर्शनास आल्यास वास्तुविशारद, विकासक व धारक यांच्यावर व्यक्तिशः कायदेशीर कार्यवाही करण्यात येईल.
- 22) या मंजूरीची मुदत चार वर्षापर्यंत राहील. तथापि एका वर्षात काम सुरु न केल्यास एकत्रिकृत विकास नियंत्रण प्रोत्साहन नियमावली मधील विनियम 2.71 नुसार परवानगी नुतनीकरण करण्याची जवाबदारी विकासकाची राहिल. अन्यथा सदरची मंजूरी कायदेशीररित्या आपोआप रद्द होईल.
- 23) सदरच्या आदेशातील अटी व शर्तींचे पालन करणेची जवाबदारी अधिकारपत्रधारक, बांधकाम पर्यवेक्षक, वास्तुविशारद, स्ट्रक्चरल अभियंता व धारक यांची राहील.



C.C. (Legal) 2022 (7)



# मिरा भाईंदर महानगरपालिका

नगररचना विभाग



लोकसेवा हक्का कावा alght to Public Services आपनी सेवा आमर्च कर्तव

जा.क :- मनपानिस १५५१) 2022 - 2023

दिनांक: 29/10/2022

24) सदर जागेच्या मालकीबावत व न्यायालयात दावा प्रलंबित नसल्यावाबत आपण प्रतिनापत्र दि.19/10/2021 रोजी दिलेले आहे. याबाबत काहीही विसंगती आढळून आल्यास दिलेली

प्रहानगर्भरवानगी रद करण्यात येईल.

25) सद्देश जागेच्या मालकीहक्काबाबत जागेच्या हदीबावत मा. न्यायालयीन दाव्याबाबत व पोहोच प्रकार परित्याबाबत सर्वस्वी जवाबदारी विकासकाची राहणार असून त्याबाबत महानगपालिका पर्वेटर जबाबदार राहणार नाही. तसेच याबाबत कोणत्याही प्रकारची विसंगती आढळल्यास सदर परिवानगी रह समजणेत येईल.

🧚 यासोबतच्या मंजूर रेखांकनात प्रस्तावित केलेल्या इमारतीचे बाधकाम खालीलप्रमाणे मर्यादीत

ठेवन त्यान्सार कार्यान्वीत करणे बंधनकारक राहिल.

इमारतीचे नांव /	संख्या	तळ + मजले	प्रस्तावित बांधकाम			
प्रकार			क्षेत्र (चौ.मी.)			
(भुखंड क्र. "अे")						
इमारत प्रकार - 2	1	बेसमेंट + पार्ट तृळ + 3	24232.32			
		पोडिअम + 4 ते 24				
इमारतः प्रकार - 3	1	पार्ट लोअर तळ + पार्ट	9847,66			
		अपर तळ + पोडीअम +				
		2 ते 27				
इमारत प्रकार - 4	1	पार्ट तळ + पोडीअम +	8564.39			
,		े 2 ते 27	·			
	एक्ण	प्रस्तावित बांधकाम क्षेत्र	42644.37			
(भखंड क्र. "बी")			<u> </u>			
इमारत प्रकार - 1	1	पार्ट तळ + 27	7529.72			
इमारत प्रकार - 2	1 ·	स्टिल्ट + 27	8249.90			
	 एकूण	प्रस्तावितं बांधकाम क्षेत्र	15779.62			
(भ्यंड क्र. "सी")						
	1	लोअर तळ + अपर तळ	12171.50			
•		+ 2 पोडीअम + 3 ते				
		26				
1	एकूण	। प्रस्तावित बांधकाम क्षेत्र	12171.50			
भुखंड प्रकार "भे" (इमारत प्रकार-2,3,4), भुखंड प्रकार "वी" (इमारत प्रकार-1,2)						
	प्रकार (भुखंड क. "भे") इमारत प्रकार - 2 इमारत प्रकार - 3 इमारत प्रकार - 4 (भुखंड क. "बी") इमारत प्रकार - 1 इमारत प्रकार - 2 (भुखंड क. "सी") इमारत प्रकार - 1	प्रकार (अखंड क. "अं") इमारत प्रकार - 2 1 इमारत प्रकार - 3 1 इमारत प्रकार - 4 1 एक्ण (अखंड क. "बी") इमारत प्रकार - 1 1 इमारत प्रकार - 2 1 एक्ण (अखंड क. "सी") इमारत प्रकार - 1 1	प्रकार  (अखंड क. "अं")  इमारत प्रकार - 2  1 वेसमेंट + पार्ट तृळ + 3 पोडिअम + 4 ते 24  इमारत प्रकार - 3  1 पार्ट लोभर तळ + पार्ट अपर तळ + पोडीअम + 2 ते 27  इमारत प्रकार - 4  1 पार्ट तळ + पोडीअम + 2 ते 27  एकूण प्रस्तावित बांधकाम क्षेत्र  (अखंड क्र. "बी")  इमारत प्रकार - 1  1 पार्ट तळ + 27  एकूण प्रस्तावित बांधकाम क्षेत्र  (अखंड क्र. "सी")  इमारत प्रकार - 1  वोभर तळ + अपर तळ + 2 पोडीअम + 3 ते 26  एकूण प्रस्तावित बांधकाम क्षेत्र			

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C.C. (Legal) 2022 (7)



# मिरा भाईंदर महानगरपालिका

नगररचना विभाग

स्वामी विवेकानंद भवन आरबीके स्कूलच्या बाजूला कनाकिया, मिरारोड (पु.) जि. ठाणे - 401 107. द्रष्टवनी : 022-28121455, • E-mail ld : tp@mbmc.gov.in

जा.कः : मनपानिस १५५९ | २०२७ - २०२३

दिनांक: 2910/2022

भाईदर.

- 27) जागेवर रेन वॉटर हार्वेस्टींगची व्यवस्था करणे तसेच त्याबाबतची यंत्रणा स्वतंत्र ओव्हरटँक व प्लंबींग लाईनसह कार्यान्वीत ठेवणे व त्याबाबत पाणीपुरवठा विभागाकडील प्रमाणपूर सादर करणे वंधनकारक राहील.
- 28) रेखांकनातील जागेत सेप्टीक टॅंकचे बांधकाम IS-2470 च्या मानकानुसार बांध्री राहील.
- 29) प्रस्तावित इमारतीसाठी भोगवटा दाखल्यापूर्वी प्रती सदिनका 100 लिटर या क्षमतेची सौर उर्जा विश्त पाणी गरम करण्याची व्यवस्था (सोलार वॉटर हिर्टींग सिस्टीम) किंवा UBCPR Regulation No. 13.2 अन्वये Roof Top Photovoltaic (RTPV) System वसवून कार्यान्वीत करणे व त्याबाबत सार्वजनिक बांधकाम विभागाकडील नाहरकत दाखला सादर करणे आपणावर बंधनकारक राहील.
- 30) भोगवटा दाखल्यापुर्वी सदर वृक्ष प्राधिकरणाच्या सल्ल्याप्रमाणे भूखंडामध्ये प्रती 100 चौ.मी. करिता दोन झाडे याप्रमाणे तसेच आर.जी. च्या भूखंडामध्ये प्रती 100 चौ.मी. करिता पाच झाडांची लागवड करुन त्याबाबत वृक्ष प्राधिकरण विभागाकडील नाहरकत दाखला सादर करणे बंधनकारक राहील.
- 31) भोगवटा दाखल्यापूर्वी अग्निशमन विभागाकडील तात्पूरता नाहरकत दाखल्यामधील अटीशर्तीची पूर्वता करून अतिम नाहरकत दाखला सादर करणे बंधनकारक राहील.
- 32) महाराष्ट्र महानगरपालिका अधिनियम 1949 चे कलम 263 अन्वये भोगवटा दाखला घेणे आपणावर बंधनकारक राहील.
- 33) सदरच्या जागेवर बांधकामासाठी 200 पेक्षा जास्त बांधकाम कामगार असल्यास काम करणा-या 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 करिता आवश्यक प्रक्रिया नोंदणी, नुतनीकरण, बांधकाम कामगारांचे बँक खाते उघडणे इत्यादी सर्व प्रकारची संबंधित कामे करणेसाठी Facilitation Centre उआरणे बंधनकारक राहील.
- 34) इमारत पूर्ण झाल्यानंतर बांधकाम परवानगी मधील नमुद अटी व शर्तीचे पालन केल्याशिवाय बांधकाम पूर्णत्वाचे प्रमाणपत्र व भोगवटा दाखला देण्यात येणार नाही. अटींची पूर्तता न केल्यास महाराष्ट्र प्रादेशिक व नगररचना अधिनियम 1966 व महाराष्ट्र महानगरपालिका अधिनियम 1949 अन्वये विकासकावर गुन्हा नोंद करून पुढील कार्यवाही करण्यात येईल.

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29/6/2022

रण प्रतिज्ञापत्र ल्यास दिलेली

बित व पोहोच नहानगपालिका ळल्यास सदर

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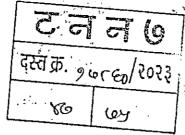
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C.C. (Legal) 2022 (7)

# मिरा आईंदर महानगरपालिका

नगररचना विभाग

स्वामी विवेकानंद भवन आरबीके स्कूलच्या बाजूला कनाकिया, मिरारोड (पु.) जि. ठाणे - 401 107. दूरध्वनी : 022-28121455, • E-mail Id : tp@mbmc.gov.in

लोकसेवा हक्क कार Right to Public Service आपनी सेवा आमचे का

जा.कः :- मनपा/नर/ १५५१ 2022 - 2023

दिनांक: 29/७/२०१८

35) सदर जागेमध्ये इमारतीचे बांधकाम सुरु करतांना बांधकामाच्या अनुषंगीक कामामुळे सभावतालच्या इमारतींना / बांधकामांना / रहिवाश्यांना त्रास होणार नाही किंवा जिवीत वा महान वित्ते हानी होणार नाही याची खबरदारी घेणेची सर्वस्वी जबाबदारी विकासक / वास्तुविशारद, स्ट्रक्चरल इंजिनिअर / साईट सुपरव्हाईजर यांची राहणार असून त्यासाठी महानगरपालिका

कार्ट्ट जबाबदार राहणार नाही.

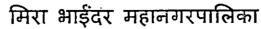
6) अदर गृहसंकुलातील रहिवाश्यांसाठी आवश्यक क्षमतेचा जैविक खत निर्मीती प्रकल्प उभारन क्षायांन्यां कार्यान्वीत करणे आपणावर बंधनकारक राहील.

- 37) रेखांकनातील प्रस्तावित वाहनतळामध्ये इलेक्ट्रिक वाहनांकरीता मान्यताप्राप्त संस्थेकड्न इलेक्ट्रिक चार्जिंग पॉइंट लावणे व त्याबाबतचा दाखला इमारतीच्या भोगवटा दाखल्यापूर्वी क सादर करणे प्रस्तावाचे विकासक यांचेवर बंधनकारक राहील.
- 38) युएलसी विभागाकडील दि.12/03/2021 रोजीच्या नाहरकत दाखल्यातील अटीशर्तीचे पालन करणेची सर्वस्वी जबाबदारी विकासक व वास्तुविशारद/सल्लागार अभियंता यांची राहील.
- 39) सदर जागेमध्ये माती भरणी किंवा खोदकाम करणेसाठी संबंधित महसूल प्राधिकरणाकडून परवानगी घेणे व त्याअनुषंगीक आवश्यक शुल्काचा भरणा करणे बंधनकारक राहिल.
- 40) सदर जागेवावत शासन निर्देशाप्रमाणे आवश्यक असणा-या परवानग्या / नाहरकत दाखले प्राप्त करुन घेणेची जवाबदारी विकासकाची राहील.
- 41) 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.
- 42) मा. शासनाच्या एकत्रिकृत विकास नियंत्रण व प्रोत्साहन नियमावली (UDCPR) मधील विनियम क्र.2.2.14(B) Option-2 अन्वये प्रिमियम शुल्कामध्ये सवलत घेतल्याने सोबत सादर केलेल्या दि.19/07/2022 रोजीच्या प्रतिज्ञापत्रानुसार उर्वरित प्रिमियम शुल्क (इ.14,14,68,000/-) व Ancillary प्रिमियम शुल्क (इ.3,51,06,080/-) हे 8.50% प्रति वर्ष व्याजाने मंजूर रेखांकनातील पहिल्या इमारतीचा भोगवटा दाखल्यावेळी भरणा करणे विकासकृ व वास्तुविशारद/सल्लागार अभियंता यांचेवर वंधनकारक राहील.

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C.C. (Legal) 2022 (7)





नगररचना विभाग

स्वामी विवेकानंद भवन आरबीके स्कूलच्या बाजूला कनाकिया, मिरारोड (पु.)

जि. ठाणे - 401 107. दूरध्वनी : 022-28121455, • E-mail ld : tp@mbmc.gov.in

जा.क :- मनपा/नर/ 9449 2022 - 2023

दिनांक: 2916/2012

- 43) मा. शासनाच्या एकत्रिकृत विकास नियंत्रण व प्रोत्साहन नियमावली (UDCPR) मधील विनियम क्र.2.2.14(i)A(a) नुसार प्रिमियम शुल्कामध्ये सवलत घेतल्याने सोबत सादर केलेल्या दि.19/07/2022 राप्रतिज्ञापत्रानुसार उर्वरित प्रिमियम शुल्क हे 8.50% प्रति वर्ष व्याजाने चार वार्षिक हफ्त्यात महानगरपालिकेस जमा केल्यानुसार Post dated Cheque नुसार प्रति वर्षी रक्कमेचा भरणा करणे विकासक व वास्तुविशारद/सल्लागार अभियंता यांचेवर बंधनकारक राहील.
- 44) भोगवटा दाखल्यापुर्वी शासन अधिसुचना क्र. टिपीएस-1218/2710/प्र.क्र.117/18, निव-12, दि.06/10/2018 प्रमाणे सदर जागेमध्ये आवश्यक क्षमतेचा सांडपाणी प्रक्रिया व पुर्नवापरासाठीचा प्रकल्प उभारन कार्यान्वीत करणे बंधनकारक राहील.
- 45) प्रस्तावित जागेतील बांधकाम सुरू केल्यापासून ते बांधकाम पूर्ण होईपर्यंतच्या कालावधीमध्ये सुरक्षीतेच्या दृष्टीने बांधकाम क्षेत्र तळापासून ते बांधकामाच्या उंचीपर्यंत ग्रीन नेट (Green Net) ने झाकणे अत्यावश्यक व बंधनकारक आहे, यामध्ये काही कसूर झाल्यास संबंधित विकासक/ वास्तुविशारद / सल्लागार अभियंता यांचेवर नियमानुसार कारवाई करण्यात येईल.

जा.इ. मनपा / नर 19449/2022 - 23 वि. 291012022

(मा. आयुक्त सो., यांच्या मंजुरीने) (मुख्य कायाल



्रि. रा. ठाकूर) सहा. संचालक, नगररचना मिरा भाईंदर महानगरपालिका

प्रत - माहितीस्तव व पढील कार्यवाहीस्तव

- विभाग प्रमुख
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- 2) कर निर्धारक व संकलक अधिकारी कर विभाग

लोकरोवा Right to Pu आपनी सेव ( पू.)

<u>v.in</u>

29/10/2022

गीक कामामुळे केवा जिवीत वा । वास्तुविशारद, महानगरपालिका

प्रकल्प उभारत

ाप्त , संस्थेकडून इटा दाखल्यापूर्वी

मटीशर्तीचे पालन ग्री राहील.

प्राधिकरणाकडून राहिल.

कत दाखले प्राप्त

ट्रा दाखला प्राप्त<sub>.</sub> ज्ल्यास आपणावर

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भावतचे पंत्र क्र. मिभामनपा/नर/. १५५१/2022 -23 दि 291012022 मधील अटी शर्तीस बंधनकारक राहून मुळ/सुधारीत बांधकाम नकाशे (प्रारंभ प्रवासक) में हुरू,

भा आयुक्त सो। यांच्या मज़ुरीने

सहायक संचालक नगर विवा - वार्त्वर महन्मवस्त्री

بسيبلق

"मंजुर बांधकाम नकाशे व पत्रात नमूद अटी व शर्तीचे पालन न करता बांधकाम केल्यास ध नियमावलीनुासर आवश्यक असलेल्या परवानग्या न घेता बांयकाम करणे व वापर करणे वैकाबदेशीर अञ्चन सदरहू षांधकाम अनिवकृत उरते स अनिवकृत बांयकामाचावत महाराष्ट्र प्रादेशीक इ नगररचना आधिनियम १९६६ प्या परदुर्धीनुसार दखलपात्र गुन्हा ठसन संबंधीत व्यक्

-सावधान

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ANNE: 5
Abhay D. Parab Ch

8, Hamam House, Ambalal Doshi M. Fort, Mumbai : 400023

Το, MahaRERA

4th Floor, Housefin Bhavan, Plot No. E-Block, Near Kamgar Bhavan, Behind RBI Building, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051.



### LEGAL TITLE REPORT

Sub: Title clearance certificate with respect to plot of land admeasuring 2,015 square meters bearing Old Survey No. 51/26 New Survey No. 102/26 situated at Village Mire, Taluka & District Thane in the registration Sub-District and District Thane (hereinafter referred to as the "said Property").

- I have investigated the title of the said Property on the request of S3 SMART SPACES PRIVATE LIMITED ("S3 Smart Spaces"), and perused photocopies the following documents:
  - Description of the property: Plot of land admeasuring (a) 2,015 square meters bearing Old Survey No. 51/26 New Survey No. 102/26 situated at Village Mire, Taluka & District Thane in the registration Sub-District and District Thane.
  - (b) The documents of the plot:,
    - Development Agreements, both dated 30th August, (i) 2006 registered with the Sub-Registrar Assurances at Thane-7 under serial no.TNN7-6968-2006 and TNN7-6969-2006 (said Development Agreements') and Power of Attorney of like date which is registered with the Sub-Registrar of Assurances at Thane-7 under serial no.TNN7-6970-



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1311年11月1日

Abhay D. Parab Advocate

- (ii) Agreement for Sale dated 4th September, 2006 registered with the Sub-Registrar of Assurances at Thane-7 under serial no.TNN7-6968-2006 and TNN7-439-2012 (Agreement for Sale).
- (iii) Deed of Conveyance dated 20th July, 2012 registered with the Sub-Registrar of Assurances at Thane-7 under serial no.TNN7-00439-2012 (said earlier Conveyance).
- (iv) Agreement dated 23rd August, 2012 registered with Sub-Registrar of assurances at Thane-7 under Serial No. TNN7-05912-2012 (Surrender Agreement) and Development Rights Certificates issued by the Mira Bhayandar Municipal Corporation against surrendered area.
- (v) Agreement dated 25th March, 2021 registered with the Sub-Registrar of Assurances at Thane-4 under serial no. TNN4-5771-2021 (said Agreement) and Power of Attorney dated 25th March, 2021 registered with Sub-Registrar of Assurances at Thane-4 under serial no. TNN4-5773-2021 (POA to the said Agreement).
- (vi) Deed of Conveyance dated 22<sup>nd</sup> June, 2022 registered with the Sub-Registrar of Assurances at Thane-4 under Serial No.TNN4-10892-2022 (said Conveyance) and Power of Attorney dated 22<sup>nd</sup> June, 2022 registered with Sub-Registrar of

ANNE: 5
Abhay D. Parab

8, Hamam House, Ambalal Doshi Marg

Fort, Mumbai : 400023

To, MahaRERA 4th Floor, Housefin Bhavan, Plot No. 6-21, E-Block, Near Kamgar Bhavan, Behind RBI Building, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051.



### LEGAL TITLE REPORT

Sub: Title clearance certificate with respect to plot of land admeasuring 2,015 square meters bearing Old Survey No. 51/26 New Survey No. 102/26 situated at Village Mire, Taluka & District Thane in the registration Sub-District and District Thane (hereinafter referred to as the "said Property").

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  - Description of the property: Plot of land admeasuring (a) 2,015 square meters bearing Old Survey No. 51/26 New Survey No. 102/26 situated at Village Mire, Taluka & District Thane in the registration Sub-District and District Thane.
  - The documents of the plot: (b)
    - Development Agreements, both dated 30th August, (i) registered with the Sub-Registrar Assurances at Thane-7 under serial no.TNN7-6968-2006 and TNN7-6969-2006 (said Development Agreements') and Power of Attorney of like date which is registered with the Sub-Registrar of Assurances at Thane-7 under serial no.TNN7-6970-

2006 (POA)

द्रा मञ्जूनगरणारि

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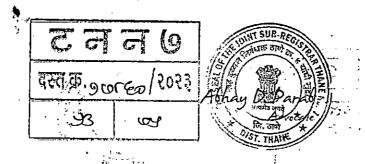
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Abhay D. Parab Advocate

- (ii) Agreement for Sale dated 4th September, 2006 registered with the Sub-Registrar of Assurances at Thane-7 under serial no.TNN7-6968-2006 and TNN7-439-2012 (Agreement for Sale).
- (iii) Deed of Conveyance dated 20th July, 2012 registered with the Sub-Registrar of Assurances at Thane-7 under serial no.TNN7-00439-2012 (said earlier Conveyance).
- (iv) Agreement dated 23rd August, 2012 registered with Sub-Registrar of assurances at Thane-7 under Serial No. TNN7-05912-2012 (Surrender Agreement) and Development Rights Certificates issued by the Mira Bhayandar Municipal Corporation against surrendered area.
- (v) Agreement dated 25th March, 2021 registered with the Sub-Registrar of Assurances at Thane-4 under serial no. TNN4-5771-2021 (said Agreement) and Power of Attorney dated 25th March, 2021 registered with Sub-Registrar of Assurances at Thane-4 under serial no. TNN4-5773-2021 (POA to the said Agreement).
- (vi) Deed of Conveyance dated 22<sup>nd</sup> June, 2022 registered with the Sub-Registrar of Assurances at Thane-4 under Serial No.TNN4-10892-2022 (said Conveyance) and Power of Attorney dated 22<sup>nd</sup> June, 2022 registered with Sub-Registrar

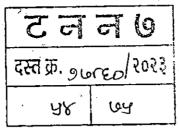


### ANNEXURE

## FLOW OF THE TITLE OF THE SAID PLOT OF LAND

### TITLE FLOW

- Sanghvi Private Limited, Premises company (a) incorporated under the provisions of Companies Act, 1956 and deemed to have been registered under the provisions of Companies Act, 2013 ("SPPL"), was inter alia the owner and seized and possessed of and well and sufficiently entitled to all those pieces and parcels of land admeasuring 25,763.93 square meters, bearing Old Survey No. 51/26 (part), and New Survey No. 102/26 (part), Old Survey No.69/13, New Survey No.88 situated at Village Mire, Taluka Thane, District Thane and Old Survey No.76/1, New Survey No.11/1 and Old Survey No.76/2, New Survey no.76/2 of Village Mahajanwadi, Taluka Thane, District Thane ("the Larger Property"). SPPL purchased and acquired, inter alia the Larger Property by a Deed of Conveyance dated 20th January, 2012, registered with the Sub-Registrar of Assurances at Thane under Serial No. TNN/7/439/2012;
- (b) By an Agreement for Sale dated 25th March, 2021, executed between SPPL of the one part and S3 Smart Spaces of the other part, and registered with the Sub-Registrar of Assurances at Thane-4 under Serial No. TNN4-5771-2021, SPPL inter alia agreed to sell, transfer, assign, assure and convey to S3 Smart Spaces, the said





Abhay D. Parab Advocate

Property, being a portion admeasuring 2,015 square metres of the Larger Property.

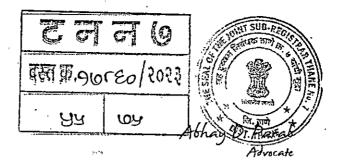
- (c) Pursuant to the said Agreement for Sale dated 25th March, 2021, by a Deed of Conveyance dated 22nd June, 2022 executed between SPPL of the one part and S3 Smart Spaces of the other part, and registered with the Sub-Registrar of Assurances at Thane-4 under Serial No.TNN4-10892-2022 (said Conveyance), SPPL sold, granted, conveyed, transferred and assigned the said Property, to S3 Smart Spaces.
  - (d) Pursuant to the said Deed of Conveyance dated 22<sup>nd</sup> June, 2022, SPPL has also executed a Power of Attorney dated 27th June, 2022 registered with Sub-Registrar of Assurances at Thane-4 under serial no. TNN4-10893-2022, in favour of S3 Smart Spaces.
- In issuing this Report on Title, I have assumed the following, and the same has been confirmed by S3 Smart Spaces:
  - that the information provided by \$3 Smart Spaces is accurate, not misleading and does not contain any misstatement;

(ii) that there are no other encumbrances and/or litigations.

Dated this 19th day of July, 2022

(Advocate High Court)

ASHAY D. PARAB ADVOCATE HIGH COURT Office No. 8, Gr. Floor, Hamam House, Ambala Doshi Marg, Fort, Mumbal - 400 023.



Parab Advocate

id

Assurances at Thane-4 under serial no. TNN4-10893-2022 (POA to the said Conveyance).

- (vii) 7/12 Extract issued on 22<sup>nd</sup> August, 2012 and
   7/12 Extract issued on 10<sup>th</sup> March, 2021 &
   Mutation Entry Nos.286, 287 & 483.
- (viii) Search Reports for 47 years from 1975 till date taken from the Sub-Registrar office at Thane.
- 2. On perusal of the above mentioned documents and all other relevant documents relating to title of the said Plot of Land, I am of the opinion that S3 Smart Spaces is the owner of the said Property, and on the plans for construction of the buildings being sanctioned and other approvals being granted from time to time, S3 Smart Spaces will be entitled to develop the said Property, and construction buildings thereon.

## OWNER OF THE SAID PROPERTY:

S3 Smart Spaces Private Limited.

3. The report reflecting flow of the title of the Property is enclosed herewith as an annexure.

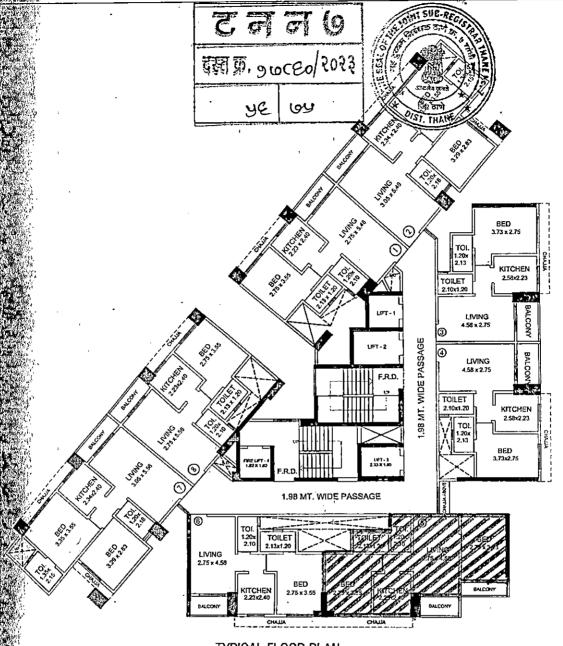
Encl: Annexure.

Dated this 19th day of July, 2022

(Advocate High Court)

Email ID: abhayprb@yahoo.com

ABHAY D. PARAB ADVOCATE HIGH COURT Office No. 8, Gr. Floor, Hamam House, Ambala Doshi Marg, Fort, Mumbai - 400 023.



## TYPICAL FLOOR PLAN

( 14th ,15TH,17th to 20th ,22ND TO 25TH , 27TH TO 30TH , 32ND TO 35TH FLR)

FLAT NO. 2205 ON 220D FLOOR IN S3 SKYRISE, BLDG. NO - 1, PLOT - C, SANGHVI S3 ECOCITY.

Harly

S3 SMART SPACES PVT-LTD

DIRECTOR / MANAGER

टनन७ शासन निर्णय क्रमांक प्रमुख 614/345/प्रमुस स्नि/18-अ दिनांव १९२ मु स्वयं-साक्षांकित स्वयं प्रमाणपत्र (Self Declaration) विय वर्ष ------ आधार क्रमांक असल्यास ------व्यवसाय वय वर्ष ....., आधार क्रमांक असल्यास ...... व्यवसाय याद्वारे घोषित करतो/करते की, मी स्वयं सक्षांकित (Self Attested) केलेल्या प्रती या मूळ कागदपत्रांच्या सत्य प्रती आहेत. त्या खोट्या असल्याचे आढळून आल्यास भारतीय दंड संहिता आणि महाराष्ट्र नोंदणी अधिनियम 1908, किंवा संबंधित कायद्रशन्सार माझ्यावर खटला भरला जाईल व त्यान्सार मी लिहन घेणार शिक्षेस पात्र राहील याची मेला पूर्ण जाणीव आहे. या मध्ये दस्त घेणारे किंवा दस्त लिहून देणारे आम्ही सर्वस्वी जंबाबदार राह् तसेच या मध्ये कुठलाही कन्सलटन्सी अथवा दस्त नोंदणी करून देणारा व शासकीय कर्मचारी जबाबदार-राहणार नाही. लिह्न देणार सही

िकाण: 97136 दिनांक: 29/02/33

तिह्न घेणार सही। अविष्युपु

## घोषणापत्र / शपथपत्र

मी / आम्ही खालील सही करणार माः नोंदणी महानिरीक्षक व मुद्रांक नियंत्रक, म.रा. पूणे यांचे दि. ३०.११.२०१३ रोजीचे परिपत्रक वाच्न असे घोषीत करतो की, नोंदणीसाठी सादर केलेल्या दरतऐवजामधील मिळकत हि फसवणूकीव्दारे अथवा दुवार विक्री होत नाही. याचा आम्ही अभिलेख शोध घेतलेला आहे. दस्तातील लिहून देणार / कुलमूखत्यारधास्क हे खरे असुन याची आम्ही स्वतः खात्री करून या दस्तासोवत दोन प्रत्यक्ष ओळखणारे इसम स्वाक्षरीसाठी घेऊन आलो आहे.

सदर नोंदणीचा दस्तऐकजा निष्पादित करतांना नोंदणी प्रक्रियेनुसार आमच्या जवाबदारीने मी/आम्ही दस्तातील मिळकतीचे मालक/वारस हक्कदार/कजोदार हितसंबंधीत व्यक्ती यांची मालकी (Title) तसेच मिळकतीचे मालकाने नेमून दिलेल्या कुलमूखत्यारधारक (P.A. Holder) लिहून देणार हे हयात आहेत व उक्त कुलमुखत्यारपत्र अदयापही अस्तित्वात आहे व ते आजपावेतो रदद झालेले नाही याची मी/आन्ही खात्री देत आहोत. तसेच सदरची मिळकत शासन मालकीची नाही व मिळकतीतील इतर हक्क, कर्जा, वँक बोजे, जित, शादन विकेश हुन्समुख्तियारधार्वा कामिका हुस्यवहाराच्या अधीन राहून आम्ही आनदा

स्मानिक स्ववहार पुण करने स्थतप्रका सामाद्री स्वाहित स

दस्तएवजामधील मिळकतीचे मालकां कुलमूखत्या विमालकी व दस्तऐवजाची वैधता तपाराणे हे नोंदणी अधिकारी यांची जबाबदारी नाही. याची आम्हास पुर्ण पणे जाणीव आहे.

स्थावर मिळकतीविषयी सध्या होत असलेली फसवणूकं/बनावटीकरण/संगनमत व त्याअनुषंगाने पोलिस स्टेशनमध्ये दाखल होत असलेले गुन्हे हे माझ्या दरतऐवजातील मिळकती विषयी होऊ नये म्हणून नोंदणी अधिनियम १९०८ चे कलम ८२ नुसार मी/आम्ही घोषणापत्र /शपथपत्र लिहून देत आहोत. भविष्यात भी /आम्ही नोंदविण्यात आलेल्या व्यवहारात कायदयानुसार मुद्रांक शुल्क किंवा नोंदणी फी कमी उ लावली/बुडविली असल्यास अथवा नोंदणी अधिनियम १९०८ चे कलम ८२ नुसार कीणत्याही प्रकारचा कायदेशीर प्रश्न उदभवत्यास त्यास मी/आम्ही व दुरतऐवजातील सर्व निष्पादक व ओंळख देणार जवाबदार राहणार आहोत. याची आम्हास पूर्ण कल्पना आहे.

त्यामुळे मी/आम्ही नोंदणी प्रक्रिय्रेमध्ये कोणत्याही प्रकारचे गुन्हा घडणारे कृत्य केलेले नाही. जर भविष्यात कायदयानुसार कोणतेही गुन्हे घडल्यास मी/आम्ही नोंदणी अधिनियम १९०८ चे कलम ८३ व भारतीय दंड संहिता १८६० मधील नमुदं असलेल्या ७ वर्षाच्या शिक्षेस आम्ही पात्र सहणार आहोत याची मला/आम्हाला पुर्णपणे जाणीव आहे. त्यामुळे हे घोषणापत्र /शपथपत्र दस्ताचा भाग म्हणून जोडत आहोत.

ति. घेषार

सदरचे हमी पत्र आज दिमांक 29 माहे हिएएए ( सन २०२ 3रोजी चे दिवशी या द्वारे घोषित करण्यात येते कि, या दस्तासोबत ज़िवासी या स्थावर मिळकती सोबत वाहन तेळ विकत देण्यात / विकत घेण्यात आलेले नाही.

लिहन देणाऱ्याची / घेणाऱ्याची सही

यांचे दि. जामधील ता आहे. स्पार्ट स्थान निर्देशक सुंबर्ध सहस्र क. र तासोबत री/आम्ही e) तसेच आहेत व ही खात्री ंक बोजे, आनदा ळकतीचा र् नोंदणी वानुसार ासणे हे प्रनुषंगाने ये म्हणून भविष्यात 5. 计信用图像概算的 भी कंभी प्रकारचा गवाबदार गही. अर म ८३ द ति याची गहोत. ĸ दिवशी या गहन तळ

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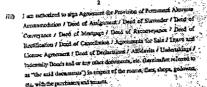
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- (ii) The said Companies' and LLP's are entrying on business as bullered developers in Municial, Ministed Subartics, Thomas, Polygins, Reignel, Puns and Nack Districts.
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- (v) The said documents are required to be registered with the Sub-Register of Assessment is Manched ( Manched Subarther I Theor. I Visit I Visit I Shahper I Beloward ( Amburght ) Faria I Poliphe and or other passes in Manches, Manches Subarther Thoma: Paginer Raged, Page and Manches.
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have jurisdiction and to admit execution themself on my behalf in capacity as the Director Planner of the said Compensas' and LLP's.

- To remain present for registration and to admit execution thereof on my behilf in expairty as the Director / Patters of the said Computer' and LLPs, at the said document executed by me on behalf of the said Computer's and LLPs.
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- AND we hereby agree to rainly and continue to experience to Director's

  Partners of the said Companies and LLP's whatever the said Anomes
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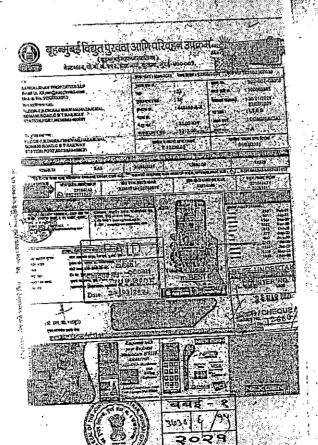
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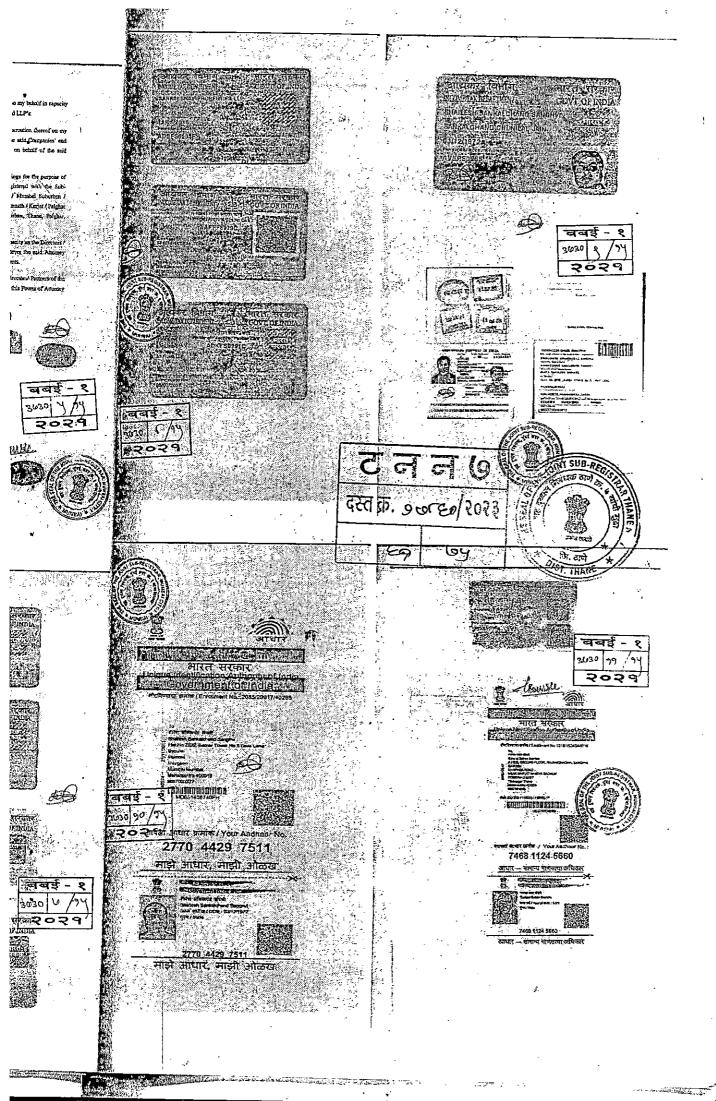


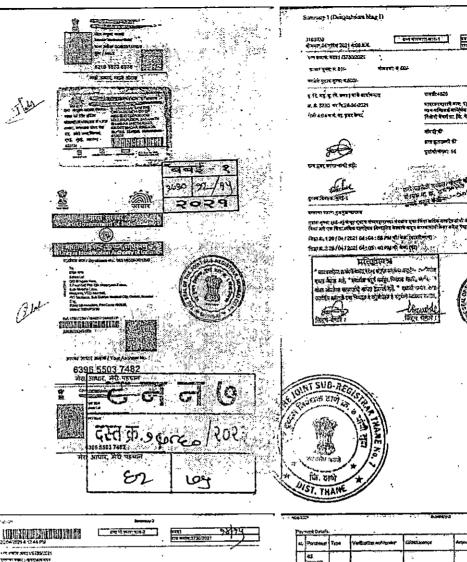


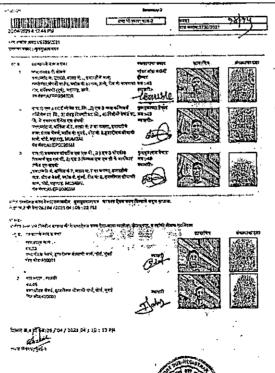


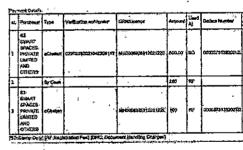
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## <u>घोषणापत्र</u>

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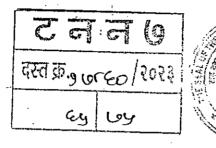
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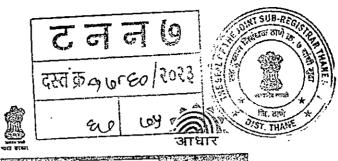
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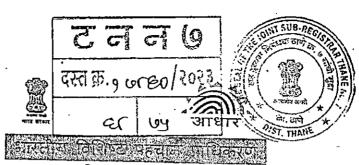
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Enrollment No.: 0664/10016/66059

Phoolchand Purushollam Pandey

C/1/303 Sonali Shanti Nagar CHSL Sector 7 Sha

Mira Road East

Mira-Bhayander Mira Road

Thane Thane Maharashtra 401107

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Department of Stamp & Registration, Maharashtra

Receipt of Document Handling Charges

PRN 0923041102277 Date 04/09/2023

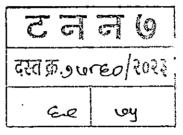
Received from JITENDRAKUMAR PANDEY, Mobile number 9867024045, an amount of Rs.1500/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R.Thane 7 of the District Thane.

Payment Details

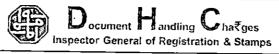
Bank Name SBIN Date 04/09/2023

Bank CIN 10004152023090402176 REF No. 324705614678

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## **Receipt of Document Handling Charges**

PRN

0923041102277

Receipt Date

21/09/2023

Received from JITENDRAKUMAR PANDEY, Mobile number 9867024045, an amount of Rs.1500/-, towards Document Handling Charges for the Document to be registered on Document No. 17860 dated 21/09/2023 at the Sub Registrar office Joint S.R.Thane 7 of the District Thane.

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**Payment Details** 

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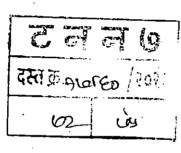
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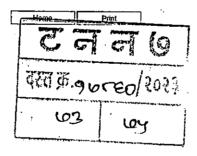
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वांधीव क्षेत्राची माहित बांधकाम क्षेत्र(Built U बांधकामाचे वर्गीकरण- उद्ववाहन सुविधा -	o)- 54.86चौ. मीटर 1-आर सी सी आहे	मिळकतीचा वापर- मिळकतीचे वय - मजला -	निवासी सदनिका 0 TO 2वर्षे 21st and Above		तीचा प्रकार- माचा दर-	बांधीव Rs.26620/-
प्रकल्पाचे क्षेत्र - Sale Type - First Sale Sale/Resale of built u		; ter circular dt,02/01/2018	!			-
(सूत्र) प्रकल्पाचे क्षेत्रानुसा प्रकल्पाचे क्षेत्रानुसा मजला निहाय घटार	₹	निवासी सदनिक	। प्रति चौ. मीटर मूल्यदर) । कंरीता प्रती चौ. मीटर द ply to Rate= Rs,93208/	Rs. 84735 /-		
घसा-यानुसार मिळ	 कतीचा प्रति चौ. मीटर भूल्य    -	दर =(((वार्षिक मृत्यदः	र-खुत्था प्रमिनीचा दर) • ६ 400) • (100 / 100 ) ) +	यसा-पानुसार टक्केवारी )+	खुत्या जमिनीचा <b>दर</b> )	
N) 'मुख्य मिळकतीचे मूर	ख <sup>1</sup> / !	= वरील प्रमाणे मूल्य दर * 1 = 93208 * 54.86	मेळकतीचे क्षेत्र			
) लगतच्या गच्चीचे/खुल लगतच्या गच्चीचे/खुल		= Rs.5113390.88/- - 5.64 ची. मीटर -= 5.64 चै. 93208 * 40/10 = Rs.210277.248/-	0)			
Applicable Rules	= 3, 5 3 (39)	18, 19,14	+ II			
एकत्रित अंतिम मूल	वाहनतळ .	ीवे मूल्य +तळधराचे मूल्य + भेझॅनाई ठावे मूल्य + खुल्या जमिनीवरील वाह		। गब्बीचे मूल्य(खुली बाल्कनी) तीच्या खुल्या जागेचे मूल्य + ब	- + वरीत गच्चीचे मूल्प + देस्त बाल्कनी - स्वयंची	तेत
		+D+E+F+G+H+I+3 8+0+0+Q+0+2102772		•	•	





337/17860

गुरुवार,21 सप्टेंबर 2023 1:41 म.नं.

दस्त गोपवारा भाग-1

दस्त क्रमांक: 17860/2023

दस्त क्रमांक: टनन7 /17860/2023

बाजार मुल्य: रु. 53,23,668/-

मोबदला: रु. 85,21,000/-

मरलेले मुद्रांक शुल्क: रु.5,96,500/-

दु. नि. सह. दु. नि. टनन7 याचे कार्यालयात

अ. क्रं. 17860 वर दि.21-09-2023

रोजी 1:40 म.नं. वा. हजर केला.

पावती:19332

पावती दिनांक: 21/09/2023

सादरकरणाराचे नाव: जितेन्द्रकुमार फुलचंद पांडेय - -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

₹. 1500.00

पृष्टांची संख्या: 75

एकुण: 31500.00

दस्त हजर करणाऱ्याची सही:

trar Thane 7

दस्ताचा प्रकार: करारनामा

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

शिक्का के. 1 21 / 09 / 2023 01 : 40 : 25 PM ची वेळ: (सादरीकरण)

शिक्ता कं. 2 21 / 09 / 2023 01 : 41 : 03 PM ची वेळ: (फी)

दस्त क्र. १ ७८६० /२०२३ 68



दस्त गोषवारा भाग-2

दस्त क्रमांक:17860/2023

1/09/2023 1 53:18 PM

रस क्रमांक :टनन७/17860/2023

स्तुचा प्रकार :-करारनामा

पक्षकाराचे नाव व पत्ता अनु क्र.

नावः एस 3 स्मार्ट स्पेसेस प्रा.ति.,तर्फे संवातक श्री.शैलेश संघवी यांच्या तर्फे कु.मु.म्हणून गणपत बॉबरो - -पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: धिरज चेम्बर्स, सातवा मजला, 9 हजारीमल सोमानी मार्ग, फोर्ट मुंबई, ब्लॉक नं: -, रोड नं: -,

महाराष्ट्र, मुम्बई. पॅन नंबर:AAXCS5901Q

नाव:जितेन्द्रकुमार फुलचंद पांडेय - -पत्ता:प्तॉट नं: -, माळा नं: -, इमारतीचे नाव: सदिनका क्र. 12/203, अमृत सिद्धी, स्टेट बँक रोड, मांडा, टिटवाळा पु. जि. ठाणे., ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे. पॅन नंबर:AKLPP2738B

पक्षकाराचा प्रकार

तिहून देणार वय :-48 स्व्यक्षरी:-

लिहून घेणार









वित दस्तऐवज करून देणार तथाकथीत करारनामा चा दस्त ऐवज करून दित्याचे कबुल करतात.

का क.3 ची वेळ:21 / 09 / 2023 01 : 52 : 30 PM

ुळ्छ:-संपेवज निष्पादनाचा कबुतीजबाब देणाऱ्या सर्व पक्षकारांची ओळख संमती-आधारित - आधार प्रणालीद्वारे पडताळण्यात आली आहे. त्याबाबत प्राप्त माहिती पुढीलप्रमाणे आहे. संपेवज निष्पादनाचा कबुतीजबाब देणाऱ्या सर्व पक्षकारांची ओळख संमती-आधारित - आधार प्रणालीद्वारे पडताळण्यात आली आहे. त्याबाबत प्राप्त माहिती पुढीलप्रमाणे आहे. Information received from UIDAI (Name, Date & Time of Gender, UID, Photo Type of Party & Name Verification with UIDAI जितेन्द्र कुमार फूलचंद पाण्डेय लिहून घेणार 21/09/2023 01:53:10 PM XXXX XXXX 4249 जितेन्द्रकुमार फुलचंद पांडेय - -गणपत बबन बोंबले तिहून देणार एस 3 स्मार्ट स्पेसेस प्रा.ति.,तर्फ संचातक श्री रोलेश संघवी 21/09/2023 01:52:49 PM м XXXX XXXX 5660 यांच्या तर्फे कु.मु.म्हणून गणपत बॉबले - -

ू क्रा क्र.4 ची देळ:21 / 09 / 2023 01 : 53 : 12 PM .

ह 5 ची वेळ 21 / 09 / 2023 01 : 53 : 26 PM नोंदणी पुस्तक 1 मध्ये the Strar Thane 7

101	भा SUB-R	EGIS!	
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	Purchaser	Туре	Verification no/Vendor	GRN/Licence	Amany	Used At		Delece Date
	JITENDRA KUMAR PHOOLCHAND PANDEY	eChallan	10000502023082903916	MH007333541202324P	596500 <b>.00</b>	SD	0004411636202324	21/09/2023
		DHC		0923041102277	1500	RF	0923041102277D	21/09/2023
はなるのではない	JITENDRA KUMAR PHOOLCHAND PANDEY	eChallan		MH007333541202324P	30000	RF	0004411636202324	21/09/2023

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

17860 /2023

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पुस्तेक क्र. १

अ. क्र. .. १.५.६ ए ..... वर नोक्ला