



सूची क्र.2

दुय्यम निर्बंधक : गड दु.वि.नमई 5

दण्ड क्रमांक : 4100/2021

नोंदणी :

Regn.63m

गावाचे नाव : विरार

आपत्ती प्रकार	करारनामा
दण्ड	4162500
दण्डाचा/भाडेपट्ट्याच्या पट्टाकार आकारणी देतो की पट्टेदार ते आहे)	2674000
आपत्ती, पोटहिल्या व धरुक्रमांक(अमल्याम)	1) पामिकेचे नाव:पानधर इतर वर्णन : , इतर माहिती: , इतर माहिती: गांव पोले विरार,उपविभाग 5,न नं- 134,ह्रि नं- 1,सदनिका क्र- वी/907,नववा मजला,विवा वेदांता विन्डींग नं- 1,अंश- 42.68 चौ मी. कागट + बाळ्कनी अंश- 3.44 चौ मी + एमिन्वेशन फिचर्म अंश- 3.9 चौ मी( ( Survey Number : 134 ; HISSA NUMBER : 1 ; ) )
दण्ड	1) 42.68 चौ.मीटर
आपत्ती किंवा जुडी देण्यात असेल तेन्ना.	
दण्ड करून घेणा-या/निवून ठेवणा-या तसे नाव किंवा दिवाणी न्यायानयाचा ना किंवा आदेश अमल्याम,प्रतिवादिचे पत्ता.	1): नाव:-मे. विवा होम्स प्रा. लि तर्फे ऑथोराईज्ड मिश्टरी सिध्दार्थ दिपक ठाकूर तर्फे कु मु ग्मीन अंश - - वग:-32. पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: दुसरा मजला, ठाकूर आर्केड रोड स्टेशनरोड , विरार प., ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे. पिन कोड:-401303 पॅन नं:-AADCV3363K
दण्ड करून घेणा-या पक्षकाराचे व किंवा न्यायानयाचा हुकुमनामा किंवा आदेश अम,प्रतिवादिचे नाव व पत्ता	1): नाव:-अंशुमान अजब सिंह वग:-26; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: विवा वेदांता , विन्डींग नं. 2 ब्लॉक नं: वी-204, रोड नं: मनवेस पाडा रोड, विरार पूर्व., महाराष्ट्र, ठाणे. पिन कोड:-401305 पॅन नं:- EERPS3486H
दण्ड करून दिव्याचा दिनांक	19/03/2021
दण्ड नोंदणी केव्याचा दिनांक	19/03/2021
दण्डक्रमांक,अंश व पृष्ठ	4100/2021
दण्डाभावाप्रमाणे मुद्रांक शुल्क	166600
दण्डाभावाप्रमाणे नोंदणी शुल्क	30000

दण्डासाठी विचारान घेतलेला नपशील:-

दण्ड आकारवाना निवडलेला अनुच्छेद :- : (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

मुख्य कार्यालय, विरार  
विरार (पूर्व),  
ता. वसई, जि. पालघर - ४०१ ३०५.



दुरध्वनी : ०२५० - २५२५१०१ / ०२/०३/०४/०५/०६

फॅक्स : ०२५० - २५२५१०७

ई-मेल : vasaivirarcorporation@yahoo.com

जावक क्र. : व.वि.श.म.

दिनांक : .

VVCMC/TP/O.C/VP-0741/62/2023-24

Dated 29/08/2023

To,

- 1) Mr. Siddharth D. Thakur, Self & P. A. to Mr. Mehul D. Thakur & 4 others, Viva Homes, Thakur Arcade, Virar (West), Tal. - Vasai, **DIST- PALGHAR.**
- 2) Sameer R. Desai Architect A/14, Mirza Nagar, 1<sup>st</sup> Floor, Opp. Railway Stn. Virar (E) **Tal: Vasai, Dist: Palghar**

**Sub: Grant of Occupancy Certificate for Residential Building No.1 Wing A & B (Stillt+11<sup>th</sup> floor ) on land bearing S.No 134, H. No. 01 & S. No. 366 H.No.01 of Village: Virar, Tal: Vasai, Dist: Palghar.**

**Ref:**

1. Commencement Certificate No. VVCMC/TP/CC/VP-0741/1483 dated 31/10/2011.
2. Revised Development permission No. VVCMC/TP/RDP/VP-0741/0282 dtd. 31/10/2013.
3. Revised Development permission No. VVCMC/TP/RDP/VP-0741/024/2017-18 dtd.08/05/2017.
4. Revised Development permission No. VVCMC/TP/RDP/VP-0741/88/2020-21 dtd.27/11/2020.
5. Development completion Certificate dated 21/03/2023 from the Architect.
6. Structural stability certificate from your Structural Engineer vide letter dated 18/03/2023.
7. Plumbing certificate dated. 07/05/2023.
8. Receipt No.1995 dated 17/07/2023 for potable water supply from Vasai Virar City Municipal Corporation.
9. Rain water harvesting Certificate dated.06/06/2023.
10. NOC from Chief Fire Officer Dated.19/08/2023
11. NOC from Lift Inspector dated.20/03/2023.
12. NOC from tree Plantation Department of VVCMC dated 23/06/2023.
13. Vermi Report from Composting Consultant dated 29/03/2023.
14. The said proposal location latitude 19°26'53"N, longitude 72°49'21"E
15. Your Architect's letter dated 24/03/2023.



Sir / Madam,  
Please find enclosed herewith the necessary Occupancy Certificate for the Residential Building No.1 Wing A & B (Stillt+11th floor ) on land bearing S.No 134, H. No. 1 & S. No. 366 H.No.1 of Village: Virar, Tal: Vasai, Dist: Palghar along with as built drawings completed under the supervision of Mr. Sameer R. Desai, Achitect (Registration No.CA/89/12282) may be occupied on the conditions mentioned in enclosure.

VVCMC/TP/O.C/NP-0741/62/2023-24

Dated 29/08/2023

You are required to submit revised TILR map showing the roads, R.G. amenity plot, D.P. road reservation, buildings as constructed at site and you will also have to submit necessary mutations in 7/12 extracts showing these components before approaching for refund of security deposit.

A set of certified completion plans is returned herewith.



Encl.: a.a.

- c.c. to:
1. Asst. Commissioner,  
Vasai-Virar city Municipal Corporation.  
Ward office .....
  2. DMC,  
Property Tax Department,  
Vasai Virar City Municipal Corporation.
  3. DMC,  
Tree Department,  
Vasai Virar City Municipal Corporation.

*sd/*  
Commissioner  
Vasai Virar City Municipal Corporation

**Certified that the above permission is  
issued by Commissioner VVCMC, Virar.**

*[Signature]*  
**Deputy Director,  
VVCMC, Virar.**

मुख्य कार्यालय, विरार

विरार (पूर्व),

ता. वसई, जि. पालघर - ४०१ ३०५.



दुरध्वनी : ०२५० - २५२५१०१ / ०२/०३/०४/०५/०६

फॅक्स : ०२५० - २५२५१०७

ई-मेल : vasaivirarcorporation@yahoo.com

जाचक क्र. : व.वि.श.म.

दिनांक :

VVCMC/TP/O.C/VP-0741/62/2023-24

Dated 29/08/2023

### OCCUPANCY CERTIFICATE

I hereby certify that the development of Residential Building No.1 Wing A & B (Stillt+11th floor ) with BUA 6173.96 Sq.mt. on land bearing S.No 134, H. No. 1 & S. No. 366 H.No.1 of Village: Virar, Tal: Vasai, Dist: Palghar is completed under the supervision of Mr. Sameer R. Desai, Achitect (Registration No.CA/89/12282) and has been inspected dated 14/07/2023 and I declare the development has been carried out in accordance with regulations and the conditions stipulated in the Commencement Certificate No. VVCMC/TP/CC/VP-0741/1483 dated 31/10/2011, Revised Development permission No. VVCMC/TP/RDP/VP-0741/0282 dtd. 31/10/2013, Revised Development permission No. VVCMC/TP/RDP/VP-0741/024/2017-18 dtd.08/05/2017, Revised Development permission No. VVCMC/TP/RDP/VP-0741/88/2020-21 dtd.27/11/2020 issued by the VVCMC and permitted to be occupied subject to the following conditions:-

- 1) No physical possession to the residents/Occupants shall be handed over by the applicant developers/owner unless power supply and potable water is made available in the flat/Shops/Galas and also mosquito proof treatment certificate and certificate about tree plantation from Tree Officer of VVCMC under section 19 of The Maharashtra (Urban areas) Protection & Preservation of Trees Act, 1975 is obtained.
- 2) You will have to provide necessary infrastructural facilities on site and also the improvement/ repairs to them will have to be done at your own cost and risk to the standards that may be specified by the Planning Authority any time in future. These infrastructures are mainly the drainage arrangement for storm water disposal by putting pump rooms etc., electric arrangements and improvement, shifting of poles to suitable locations, collection of solid waste, arrangement for conveyance and disposal of sullage and sewage without creating any insanitary conditions in the surrounding area, channelisation of water courses and culverts, if any.
- 3) Notwithstanding anything contained in the occupancy certificate conditions it shall be lawful for the Vasai Virar City Municipal Corporation to direct the removal or alteration of any building or structure erected or use contrary to the provision of this sanction. Vasai Virar City Municipal Corporation may cause the same to be carried out and recover the cost of carrying out the same from grantee/successors and every person deriving titles through or under them.
- 4) The Vasai Virar City Municipal Corporation reserves the right to enter the premises for inspection of maintenance of infrastructure facilities during reasonable hours of the day and with prior notice.
- 5) This certificate of Occupancy is issued only in respect of constructed 152 Flats Constructed in Residential Building No.1 Wing A & B (Stillt+11th floor)only.
- 6) Also, you shall submit a cloth mounted copy of the as built drawing without which the Security deposit will not be refunded.



VVCMC/TP/O.C/NP-0741/62/2023-24

Dated 29/08/2023

- 7) In the event of your obtaining Occupancy Certificate by suppressing any vital information on submitting forged/unauthenticated documents, suppressing any court order, this Occupancy Certificate is liable to be cancelled. You are responsible for this type of lapse on your part and VVCMC is not responsible for any consequences arising out of above act of yours if any, while obtaining the Occupancy Certificate.
- 8) After complying with the conditions of all and complying with legal orders of any other forum only you shall give possession of flats.
- 9) You are responsible for the disposal of Construction & Demolition waste (debris) that may be generated during the demolition of existing structure & during the execution work of buildings.
- 10) You shall maintain provided separate dust bins for Dry & Wet waste per wing of buildings as per MSW rules 2016.
- 11) VVCMC has asked IIT-Bombay and NEERI to prepare Comprehensive flood management plan by reviewing current development plan and past studies. The applicant shall have to adhere and do the necessary implementation as per recommendations of IIT Bombay and NEERI for flood management of Vasai Virar Sub region affecting for your layout.
- 12) You shall abide by the conditions mentioned in the N.A. order & Commencement Certificate. The responsibility of complying with various statutory compliances as applicable under various Acts of both Central and State, governing the development lies with you. VVCMC is not responsible for non compliance of any of the statutory requirements by you.
- 13) If any legal matter arises at any Civil/Criminal courts or in Hon'ble High Court, any revenue/co-operative court or with any Govt. Authority like Police, NCILT, ED, etc., the said permission stand cancelled without giving prior notice or opportunity being heard.
- 14) The applicant has to submit property tax assessment application to property tax department within one month, if not the said order stands cancelled without giving opportunity to be heard.
- 15) You shall handover the land under D.P. Road, Water Bodies & Play Ground Reservation within 3 months from the date of issue, if not the said order stands cancelled without giving opportunity to be heard.
- 16) Any breach of above conditions will lead to cancellation of this order without giving any notice or any opportunity to be heard by following natural justice. One set of completion plan duly certified is returned herewith.



bal  
Commissioner

Vasai Virar City Municipal Corporation

**Certified that the above permission is issued by Commissioner VVCMC, Virar.**

Deputy Director,  
VVCMC, Virar.

534/4100  
Friday, March 19, 2021  
3:46 PM

पावती

Original/Duplicate  
नोंदणी क्र.: 39म  
Regn.: 39M

गावाचे नाव: विरार  
दस्तऐवजाचा अनुक्रमांक: वसई-4100-2021  
दस्तऐवजाचा प्रकार: करारनामा  
सादर करणाऱ्याचे नाव: अंशुमान अजय सिंह

पावती क्र.: 4549 दिनांक: 19/03/2021

नोंदणी फी ₹. 30000.00  
दस्त हाताळणी फी ₹. 2120.00  
पृष्ठांची संख्या: 108

एकूण: ₹. 32120.00

आपणास मूळ दस्त, थंबनेल प्रिंट, मूची-२ अंदाजे  
4:04 PM ह्या वेळेस मिळेल.

Joint S. R. Vasai-5  
18 द. 2021 निवृत्त व. 1-4

वाजार मूल्य: ₹. 2674000/-  
मोबदला ₹. 4162500/-  
भरलेले मुद्रांक शुल्क: ₹. 166600/-

वसई क्र. ५


1) देयकाचा प्रकार: By Cash रक्कम: ₹ 2120/-  
2) देयकाचा प्रकार: eChallan रक्कम: ₹. 30000/-  
डीडी/घनादेश/पे ऑर्डर क्रमांक: MH013433701202021E दिनांक: 19/03/2021  
विक्रेते नाव व पत्ता:

*Amol*



CHALLAN  
MTR Form Number-6



IN MH013433701202021E BARCODE  Date 18/03/2021-19:14:51 Form ID 25.2

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)	
Office Name	VS12_VASAI NO 2 JOINT SUB REGISTRAR	PAN No.(If Applicable)	EERPS3486H
Location	PALGHAR	Full Name	MR ANSHUMAN A SINGH
Year	2020-2021 One Time	Flat/Block No.	FLAT NO B/907 VIVA VEDANTA BLDG NO 1
		Premises/Building	S.NO 134/1

Account Head Details	Amount In Rs.	Road/Street	Area/Locality	Town/City/District	PIN
00046401 Stamp Duty	166600.00	MANVELPADA ROAD	VIRAR WEST		4 0 1 3 0 5
00063301 Registration Fee	30000.00				

दस्तावेज क्र. 2950 / 2021  
3 / 190E

Remarks (If Any)  
PAN2=AADCV3363K-SecondPartyName=VIVA HOMES PRIVATE LIMITED-CA=4182500

Amount In Words  
1,96,600.00 One Lakh Ninety Six Thousand Six Hundred Rupees Only

Payment Details	BANK OF MAHARASHTRA	FOR USE IN RECEIVING BANK			
Cheque/DD Details		Bank CIN	Ref. No.	02300042021031883122	210776552256
Cheque/DD No.		Bank Date	RBI Date	18/03/2021-19:15:41	Not Verified with RBI
Name of Bank		Bank-Branch	BANK OF MAHARASHTRA		
Name of Branch		Scroll No. , Date	10319 , 19/03/2021		



Department ID :  
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.  
हेतु चालन केवल दस्तावेज नोंदणी कार्यालय में दस्तावेजों के दस्तावेजी लागू आते हैं. नोंदणी न करवायेगा दस्तावेजी लागू नहीं आते।

Mobile No. : 9022142760

2

वसई - ५
दस्ता क्र. २७५० / २०२१
६ / १७०८



AGREEMENT TO SELL

This AGREEMENT TO Sell ("AGREEMENT") made and executed at Virar this 19<sup>TH</sup> day of March in the year Two Thousand and Twenty One.

BETWEEN

M/s VIVA HOMES PRIVATE LIMITED, a private limited company under the Companies Act, 1956 having their office at Thakur Arcade, 2nd Floor, Station Road, Virar (W), Palghar Dist - 401 303 and hereinafter referred to as the "PROMOTERS" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the present Directors, survivor or survivors of them and their heirs, executors and administrators and successors-in-title) through any one of its designated partners and / or their duly constituted power of attorney holders. PROMOTERS OF THE ONE PART:

*Handwritten signature*

*Handwritten signature*



वसई - ५
दस्तावेज क्र. AND ११५०/२०२१
७ १९६

Age. 26 Years.

(1) MR. ANSHUMAN AJAY SINGH

Residing at B/204, VIVA VEDANTA BUILDING NO. 2, MANVELPADA ROAD, VIRAR EAST

hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators). OF THE OTHER PART

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

1. WHEREAS (1) Shri Mehul Deepak Thakur, son of Deepak H Thakur (2) Shri Rohan Jayendra Thakur, son of Jayendra V Thakur (3) Ms. Priyanka Jayendra Thakur, daughter of Jayendra V Thakur, (4) Shri Siddharth Deepak Thakur, son of Deepak H Thakur, all having address for the time being at Thakur Arcade, 1st floor, Station Road, Virar (W), Palghar Dist 401303 (5) VIVA HOLDINGS, a partnership between (1) to (4) jointly with Deepak H Thakur [father of (1) and (4) and uncle of (2) and (3)] formed and constituted under Indian Partnership Act, 1932, having its office at Thakur Arcade, 2nd floor, Station Road, Virar (W), Palghar Dist 401303 hereinafter collectively referred as the "CO-PROMOTER/OWNERS" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their survivors or survivors of them and their heirs, executors and administrators and successors in-title) is rightfully and legally the owner of non-agricultural land admeasuring totally 15690 sqmts. and situated at Survey No 134/1, Village Virar, Taluka Vasai, Dist Palghar, within the limits of Vasai Virar City Municipal Corporation AND WHEREAS Shri Kishore Dattatray Naik, Adult Indian, having office for the time being at Mirza Complex, Virar (E), Palghar Dist - 401 303, hereinafter called "CO-PROMOTER/OWNERS" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his heirs, executors, successors and assignee) is rightfully and legally the owner of non-agricultural land admeasuring totally 3440 sqmts and situated at Survey No 366, Village Virar, Taluka Vasai, Dist Palghar, within the limits of Vasai Virar City Municipal Corporation. JOINTLY referred as "CO-PROMOTERS/OWNERS"

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वसई - ५
दस्त क्र. ४१५० / २०२१
१७०६

2. WHEREAS the CO-PROMOTERS/OWNERS herein are absolutely seized, possessed and are owners of rights, title and interests in all that piece and parcel of the land Survey no. 134 Hissa no. 1 and Survey No. 366 together with the development potential thereon situated, lying and being at Village Virar, within the limits of Vasai Virar City Municipal Corporation, Taluka Vasai, District Palghar hereinafter referred to as "the Scheduled Properties";
3. WHEREAS the CO-PROMOTER/OWNERS herein have entered into Development Agreement dated 03/09/2013 which has been registered with Sub-Registrar Class-II, Vasai-V at serial no. VASAI V-3363-2013, (hereinafter referred to as said Development Agreement) in terms of which they have transferred the development potential available in respect of the buildings and structured therein by way of sale/ transfer of development rights to any intending Allottees. As required under the terms of the said Development agreement, they have agreed to sell / transfer the development rights in favour of the PROMOTER herein.
4. AND WHEREAS in pursuance thereof the CO-PROMOTER/ OWNERS herein have agreed to sell, transfer and assign the development rights arising from the Scheduled Properties (hereinafter called the development property) into and in favour of the PROMOTER herein.
5. AND WHEREAS by virtue of the aforesaid deeds and documents, the PROMOTER are the holders of the rights of development in respect of the said development property and, as such, the PROMOTER hold the exclusive right to develop the same, inter-alia, by construction of Building/s containing Residential Flats/Flats and/or shops thereon and to enter into Agreements for Sale of such Flats/Structures/Shops etc.
6. As per the Development Agreement dated 03/09/2013, the Promoter has been authorized to develop the said Project Land developed more particularly described in the First Schedule hereunder written and, as such, along with the said Larger land as a total development of the said Project known as "VIVA VEDANTA". AND WHEREAS the Promoters have commenced construction of a Building to be known as "VIVA VEDANTA BLDG 1"(hereinafter referred as the Said Building") on the said Project Land more particularly described in the First Schedule hereunder written;



*[Handwritten signature]*

*[Handwritten signature]*

वसई - ५

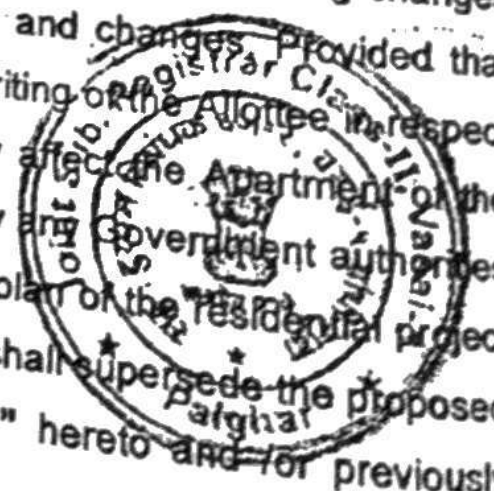
दस्त क्र. ४१५०

7. AND WHEREAS the authenticated copies of Extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A', respectively.

8. AND WHEREAS Non Agricultural permission in respect of the said land has been sanctioned by Collectorate Palghar (Revenue Branch) vide Order dated 31/08/2010 bearing No. REV/SEC-1/DESK-9/NAP/SR-152/2010; which is appended as Annexure 'B' hereto.

9. AND WHEREAS the PROMOTERS have applied for and obtained the sanction of the Vasai Virar City Municipal Corporation vide its Commencement Certificate dated 31/10/2011 bearing No. VVCMC/TP/CC/VP-0741/1482; the said permission was revalidated by VVCMC vide its letter bearing no. VVCMC/TP/RDP/VP-0741/88/2020-21 dated 27/11/2020 for the building plans and specifications in respect of the construction of buildings to be carried out on the said land, which is appended as Annexure 'C' hereto.

10. AND WHEREAS, the Promoter have specifically made it clear that, the Promoter may change the Layout Plan/Building Plan at its sole discretion and/or the Layout Plan/Building Plan may also change due to any directions/conditions imposed by the VVCMC, at any stage, which shall be then, binding on the Allottee (s) and the Allottee (s) hereby agrees that it shall not be necessary on the part of the Promoter to seek consent of the Allottee (S) for the purpose of making changes in order to comply with such directions, conditions and changes. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment or the Allottee except any alteration or addition required by any Government authorities or due to change in law. The Building Plan/ Layout plan of the residential project as may be amended or approved from time to time shall supersede the proposed tentative building plans as given in Annexure "C" hereto and for previously approved building plans as the case may be.



11. The Promoter shall construct the said building/s known as "VIVA VEDANTA BLDG 1" consisting of ground/stilt, and 11 upper floors on the project land in accordance with the plans, designs and specifications as approved by "VVCMC" from time to time.

*[Handwritten signature]*

*[Handwritten signature]*

वसई - ५
दस्ता क्र. ४७५० / २०२२
२० / ७७६

12. AND WHEREAS the PROMOTER have entered into a ~~Standard Agreement~~ with MR. SAMEER DEBAI, who is registered with the Vasai Virar City Municipal Corporation (VCMC) and the Council of Architects and such Agreement is as per the agreement prescribed by the VCMC and the Council of Architects and the PROMOTER have appointed M/S SAMEER MOHILE & ASSOCIATES for the preparation of the structural design and drawings of the said buildings and the PROMOTER accept the professional supervision of the said Architects and the said Structural Engineer till the completion of the project Land;
13. AND WHEREAS the PROMOTER have commenced construction of a Project to be known as "VVA VEDANTA BLDG 1" on the said land more particularly described in the First Schedule hereunder written;
14. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai, namely VVA VEDANTA BLDG 1" bearing Registration No. P99000018520; authenticated copy is attached in Annexure 'D';
15. By virtue of the said Development Agreement dated 03/09/2013 the Promoter has sole and exclusive right to sell ~~the said building/s~~ in the said building/s to be constructed by the Promoter on the said property and to enter into Agreement/s with the Allottee(s)/s of the ~~apartments~~ ~~reside~~ the sale consideration in respect thereof;
16. Authenticated copies of Certificate of ~~title~~ issued by Advocate Sakshi Sadvilkar, the attorney-at law or advocate of the Promoter have been annexed hereto and marked as "Annexure- E" , respectively;
17. Authenticated copies of the latest plans of the Layout as approved by VCMC have been annexed hereto and marked as Annexure F;
18. Authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure G;
19. Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, delineated in yellow color on the floor plan



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vi. Agreement for Sale and Development Agreement dated 03/09/2013, which has been registered with Sub-Registrar Vasai - at serial No. VASAI V-3363-2013 entered into by and between Viva Holdings , Viva Homes Pvt Ltd

The Allottee/s has/have agreed to purchase Apartment,

FLAT NO. B/907 ON NINTH FLOOR IN "VIVA VEDANTA BUILDING 1	SQ.MTS	SQ FT
the said Apartment admeasuring	42.68	459
Balcony Area	3.44	37
Elevation Features (EF) Area	3.9	42
Patio/Terrace Area	--	--

or thereabout ("Apartment") more particularly described in the Second Schedule hereunder written.

~~25. In addition to the said Apartment the Allottee has agreed to get allotment and the Promoter has agreed to allot to the Allottee/s the Covered Car Parking Space as described in the Second Schedule hereunder written. [Strike out where not applicable]~~

26. At or before entering into this Agreement, the Allottee/s has/have examined and satisfied himself/themselves about the title of the Promoter to the said Land as also the rights of the Promoter to sell and transfer the said Apartment and other dimensions and specifications of the said Apartment agreed to be sold to the Allottee/s by the Promoter as per the terms and conditions contained in this Agreement and its right. The Allottee/s shall not raise any requisition or objection whatsoever hereafter.



27. The Promoter has informed the Allottee/s that the Promoter has entered into/will be entering into separate Agreements with other Allottees in the Building to be constructed on the said project Land.

28. As required by section 13 of the RERA and section 4 of the MOFA the Promoter and the Allottee/s is/are entering into this written agreement, which is in compliance of the Real estate (Regulation & Development Act, 2016)

29. The Allottee(s) has/have carefully read and understood the contents and meanings of each of the clauses of this Agreement, along with all the aforesaid and hereunder relevant information furnished by the Promoter and the Allottee/s

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has/have also taken independent legal advice and only thereafter he/she/they has/have agreed to enter into this Agreement;

30. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Fourth Schedule, annexed hereto.
31. The Parties hereto are desirous of recording the terms and conditions on which the Promoter has agreed to sell the said Apartment and the right to use the Common Areas as specified in Third Schedule herein, in the said Project, in the manner hereinafter appearing.
32. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AD. The Income Tax Permanent Account Number/s of the Parties are as under:-

Name of Party	PAN No.
VIVA HOMES PVT. LTD.	AADCV3363K
First Allottee : MR. ANSHUMAN AJAY SINGH	EERPS3486H



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

**1. DEFINITION AND INTERPRETATION:**

**(I) Definition**

In this Agreement, unless the context otherwise requires (I) capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so

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ascribed; and (ii) the following expressions shall have the following meanings assigned to them herein below:

- (a) "Agreement" shall mean this agreement for sale along with the schedules and annexures attached hereto as amended from time to time.
- (b) "Association/Society" shall mean the body to be created of the Allottees of the Apartment in the Project, which may be a co-operative housing society or a or an association of Apartment/flat Allottees as contemplated in the Maharashtra Apartment Ownership Act, 1970.
- (c) "AUTHORITY" shall mean (i) any nation or government or any province, state or any other political subdivision thereof; (ii) any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality; or (iii) any court, tribunal or arbitrator.
- (d) "Apex Body/Federation" shall mean the body to be created of all the Association formed in the Layout for the purpose of holding the ownership of the Said Project Land and the Common Areas outside the Building and for the purpose of maintaining the Common Areas and allied functions as may be decided by the Promoter as the object of such Apex Body/Federation.
- (d) "Carpet Area" means the net usable floor area of the said Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the said Apartment.
- (e) "Common Areas" The nature, extent and description of the common areas and facilities are more particularly described in the THIRD schedule written hereunder and the Promoter has agreed to provide the amenities in the said Apartment which are particularly described in the schedule written hereunder.
- (f) Balcony, "Elevation Feature (EF)," shall mean the floor area of the balcony, Elevation Feature (EF), as the case may be, which is appurtenant to the net usable floor area of the Unit, meant for the exclusive use of the Allottee. These areas are calculated prior to application of any finishes (i.e. on bare shell basis) and is subject to tolerance of +/- 3 per cent on account of structural design and construction variances. In case of any dispute on the measurement of these areas, the same shall be physically measured after removing all finishes that have been applied / fitted and the cost of removal and refitting of such finishes

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shall be borne by the Party which raises the dispute in relation to the measurement of these areas.

(g) "Covered Car Parking Space(s)" shall mean an enclosed or covered area on the said Project Land and described in the Second Schedule hereunder written for parking of vehicles of the Allottee which may be in basements and/or still and/or space provided by mechanized parking arrangements but shall not include a garage and/or open car parking space(s).

(h) "Demand Letter" shall mean the letter/demand/invoice/billor such other document known by any other name which is sent by the Promoter or its authorized agent acting on its behalf to the Allottee/s demanding payment towards the installments/taxes/other charges/interest either now or in the future to be paid by them in the manner more particularly defined in the Payment Schedule under Clause 2(ii)(A) of this Agreement.

(i) "EM", shall have the meaning as Earnest Money.  
(j) "Floor Space Index" or "F.S.I" shall mean floor space index as defined in the applicable Development Control Regulations and shall also include additional F.S.I which is obtained by the Promoter on payment of premium to VVCMC or other statutory authorities and shall also include DR/TDR and F.S.I. granted by VVCMC in lieu of handing over of land under D.P. Road and municipal reservation and amenities space.

(k) "Force Majeure Events" shall include the following:

- (i) Acts of God such as Floods, cyclones, lightning, strikes, earthquakes, drought, storm or any other effect of natural elements, epidemics, famine or plague;
- (ii) Acts of war, hostilities (whether war be declared or not), invasion, acts of foreign enemies, armed conflict blockade, embargo, revolution, rebellion, riot, insurrection, civil commotion, insurrection, acts of terrorism or sabotage whether inside or directly involving India or outside and/or not directly involving India, military or usurped power or civil war/disorders;
- (iii) Radioactive contamination or ionizing radiation;
- (iv) Fire, explosion or accident leading to breakage of facilities, plant or equipment or chemical contamination thereof;
- (v) Non-availability of steel, cement, other building materials, sufficient water or electricity supply;
- (vi) Strikes, lockouts or other labour difficulties;
- (vii) Any delay by the concerned body in sanctioning/providing the electricity and/or water connections;



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or thereabout ("Residential Flat") of the Building "VIVA VEDANTA BLDG 1" ("the said Building") standing on the said Project Land and more particularly described in the Second Schedule hereunder written ("said Apartment") at and for the Sale Consideration and on the terms and conditions contained herein.

~~At the request of the Allottee/s and based on the request, the Promoter has agreed to allot to the Allottee/s on "ownership basis" and the Allottee/s has/have agreed to get allotment from the Promoter, Covered Car Parking Space situated at the basement and/or still and standing on the said Project Land and more particularly described in the Second Schedule hereunder written at and for the Consideration and on the terms and conditions contained herein. [Strike out where not applicable]~~

- (b) It is expressly understood by the Allottee/s, that the said Apartment shall be used for the purpose of residence only and the said Covered Parking Space shall be used for purpose of keeping or parking vehicle.

**2(i).TOTAL SALE CONSIDERATION:**

(a)The Promoter shall sell and transfer to the Allottee/s and the Allottee/s shall purchase and acquire from the Promoter, the said Apartment on "ownership basis" for which the total Sale Consideration receivable by the Promoter towards the sale of the said Apartment shall be

Rs. 41,62,500/- (Rupees Forty One Lac Sixty Two Thousand Five Hundred Only/-);

1. ~~The Allottee hereby agrees to get allotment from the Promoter and the Promoter hereby agrees to allot to the Allottee covered parking spaces bearing Nos \_\_\_\_\_ situated at \_\_\_\_\_ still being constructed in the layout for the consideration~~

(b)The aforesaid Sale Consideration is exclusive of the payment of "Other Charges" as defined in Clause 2(v) and all applicable taxes, duties, levies, cesses, statutory charges etc. including GST as are levied or which may be levied hereafter;

(c)All taxes, duties, levies, cesses, statutory charges including GST, VAT, Service Tax and Other Charges as applicable/payable now or hereafter, on all amounts payable under this Agreement shall be borne and payable by the

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Allottee/s alone and the Promoter shall never be liable/responsible and/or required to bear and/or pay the same or any part thereof.

(d) 10% of the Said Consideration shall be the Earnest Money (EM) for the purpose of this Agreement

(e) Of the aforesaid Sale Consideration, the Allottee/s has/have paid a sum of

**Rs 1,50,000/- (Rupees One Lac Fifty Thousand Only/-)**

being Earnest Money (EM) /part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee/s as advance payment (the payment and receipt whereof the Promoter both hereby admit and acknowledge), as per the Allotment Letter;

(f) The timely payment of Sale Consideration being the essence of this Agreement, the Allottee/s will pay the balance Sale Consideration and all Other Charges payable under this Agreement without any default as per the Payment Schedule set out in Clause No. 2(ii)(A) hereunder;

(g) The Allottee/s, as required under the provisions of section 194IA of the Income Tax Act, 1961, (or under any statutory modification or re-enactment of such provision) will deduct the TDS from the Sale Consideration and promptly deposit the TDS amount with the concerned authority. The Allottee shall without fail within 30 (thirty) days from the date of such deduction of TDS amount, furnish a signed original copy of the TDS Certificate (Form 16B) to the Promoter. In the event the Allottee/s fail to deposit the TDS amount with concerned authority within the stipulated period or fail to furnish to the Promoter the signed original copy of the TDS certificate within the period specified herein, then in such events, the Allottee/s shall be liable to bear and pay interest to the Promoter on account of delay and to compensate the Promoter for any loss caused to them due to non-payment or delayed payment of the TDS.

(h) The Allottee/s shall also be liable to compensate the Promoter interest/penalty/loss incurred by the Promoter on account of the Allottee's failure and/or delay to reimburse any applicable taxes, duties, levies, cesses, statutory charges etc. including GST within 7(seven) days of being called upon by the Promoter.

(i) The Allottee/s hereby agree/s that the Allottee/s shall also be liable to pay all taxes, levies, statutory charges etc. including GST, VAT and Service Tax imposed on or applicable to the transfer and sale of the said Apartment and/or of the Covered Car Parking Space with retrospective effect or as a result of statutory interpretation of any existing provision of law in respect of levying such taxes, levies and statutory charges.

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(j) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

(k) The Sale Consideration as mentioned hereinabove is mutually agreed by and between the Promoter and Allottee/s hereto.

(l) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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

## 2(ii). PAYMENT OF INSTALLMENTS AND OTHER CHARGES:

### A. Payment Schedule

The Allottee has to pay sale consideration in the following manner :-

Rs. 41,62,500/- (Rupees Forty One Lac Sixty Two Thousand Five Hundred Only/-):

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Particular	Percentage	Amount (₹)	Amount (Rupees)
On or before execution of this Agreement as advance payment/ Earnest Money	5%	₹ 208,125	Rupees Two Lacs Eight Thousand One Hundred Twenty Five Only
After the execution of Agreement	20%	₹ 832,500	Rupees Eight Lacs Thirty Two Thousand Five Hundred Only
on completion of the Plinth of the building or wing in which the said Apartment is Located	20%	₹ 832,500	Rupees Eight Lacs Thirty Two Thousand Five Hundred Only
on completion of the slabs including stilts of the building or wing in which the said Apartment is located	25%	₹ 1,040,625	Rupees Ten Lacs Forty Thousand Six Hundred Twenty Five Only
on Completion of the walls, external plumbing and external plaster internal plaster of the said Apartment	5%	₹ 208,125	Rupees Two Lacs Eight Thousand One Hundred Twenty Five Only
on completion of the elevation , terraces with waterproofing , staircase, lobbies up to the floor level of the said Apartment	5%	₹ 208,125	Rupees Two Lacs Eight Thousand One Hundred Twenty Five Only
on completion of the flooring, doors, windows, Internal & External Painting of the building, Sanitary Fittings or wing in which the said Apartment is located	5%	₹ 208,125	Rupees Two Lacs Eight Thousand One Hundred Twenty Five Only



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on completion of the lift wells, lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located	10%	₹ 416,250	Rupees Four Lacs Sixteen Thousand Two Hundred Fifty Only
At the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or Completion certificate	5%	₹ 208,125	Rupees Two Lacs Eight Thousand One Hundred Twenty Five Only
<b>Total</b>	<b>100 %</b>	<b>₹ 4,162,500</b>	<b>Rupees Forty One Lacs Sixty Two Thousand Five Hundred Only</b>

**B. Timely Payment**

(a) The Allottee/s assures the Promoter that the Sale Consideration, taxes & duties as applicable thereon and as also any Other Charges mentioned in this Agreement shall be paid in accordance with the due dates mentioned in the Demand Letter without default. Timely payment shall be the essence of this Agreement. The Promoter has informed the Allottee/s and the Allottee/s is/are fully aware that any delay or default in payment by the Allottee/s could jeopardize the said Project as well as expose the Promoter to financial losses and also affect the other Allottee/s by way of delays in the timely completion of the Project;

(b) The Promoter shall intimate to the Allottee/s as and when the installments are due and the Allottee/s shall pay all such amounts forthwith and in any case within 7 (Seven) days from the date of such Demand Letter. In case of any delay in the payment of any of the installment amounts or any other

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amounts under this Agreement, the Allottee/s shall be liable to pay interest on the outstanding amount for the period of delay.

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**C. MODE OF PAYMENT**

- a) The Allottee shall make payment to the Promoters by Demand Draft or Local Cheques/RTGS/NEFT. If the Allottee/s make/s the payment by outstation cheques then the date of payment shall be treated as and when the amount is duly credited to the account of the PROMOTERS and to the extent the amount as is left for the credit after deduction of the commission/service charges of the bank, if any.
- b) The Allottee/s herein shall pay the aforesaid amount on due date or within seven\_ days from Promoter giving the written intimation to Apartment Allottee calling upon the Apartment Allottee to make payment. Payment in time is the essence of the contract.
- c) In cases of all cheques or pay orders or demand drafts or wire transfers, the collection charges, if any will be debited to the Allottee/s account and only the net amount so received from the Allottee after adjusting the collection charges against actual payment demand from the Promoter will be calculated as net credit to the Allottee/s account.
- d) In case of any cheque being dishonored, a sum of Rs. 1500/- (Rupees One Thousand Five Hundred only) would be debited to the Allottee's account and the same shall be forthwith payable by the Allottee. This is without prejudice to the right of the Promoter to charge interest for delay and/or to terminate this Agreement as breach on the part of the Allottees. Any taxes on the above amounts shall also be borne and paid by the Allottee/s;



**D. Lien/Charge**

- (a) The Promoter shall have the lien and charge on the said Apartment and/or on the said Covered Car Parking Space agreed to be acquired by the /s in respect of any unpaid amount payable by the Allottee/s to the Promoter hereunder;

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32. Dispute Resolution

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Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Maharashtra Real Estate Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

33. GOVERNING LAW

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

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Virar in the presence of attesting witness, signing as such on the day first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the project Land)

ALL THAT piece and parcel of land admeasuring 2500.00 square meters or thereabouts and bearing Survey No. 134 Hissa No. 1 situate lying and being at Village Virar, Taluka Vasai in the registration sub-district of Palghar.

On or towards North by : Nalla  
On or towards East by : Survey no. 134/5  
On or towards South by : BUILDING NO. 2  
On or towards West by : Survey no. 134/1

THE SECOND SCHEDULE II ABOVE REFERRED TO

FLAT NO. B/907 ON NINTH FLOOR IN "VIVA VEDANTA BUILDING 1 the said Apartment admeasuring	SQ.MTS	SQ.FT
Balcony Area	42.68	459
Elevation Features (EF) Area	3.44	37
Patio/Terrace Area	3.9	42
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~~or thereabout along with the beneficial use of car parking space as mentioned hereunder.~~

~~Number of car parking whether spaces single/tandem:~~ \_\_\_\_\_

[Strike out where not applicable]

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~~THE THIRD SCHEDULE III ABOVE REFERRED TO:~~

Description of common / limited areas and facilities:

1. The underground and overhead water tanks and electric motor and pump if any.
2. The access and the approach to the building and the staircases.
3. All the drainage lines, water lines, plumbing net work throughout the building.
4. Staircases/landings and entrance area of all the buildings.
5. R.C.C. frame work structure of the buildings.
6. Plants and trees planted or to be planted, if any in the open space.
7. Common electric motors and water meters connected to the common lights water connections pump sets etc.
8. Light point on the internal road, light points outside the building and in the staircases
9. Areas under the internal passages within the Project land.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**  
**SPECIFICATIONS & AMENITIES**

**A) STRUCTURE:-**

- 1) Standard R.C.C. frame structure with good quality cement & steel.
- 2) External / Internal walls in good quality brick block work of required thickness.

**B) PLASTER & PAINTING:-**

- 1) Sand faced external plaster and neat finish internal plaster.
- 2) Good quality cement exterior paint.
- 3) Good wall finish with oil bond distemper for internal walls.

**C) FLOORING AND DADO:-**

- 1) Vitrified tiles flooring 2' x 2' and skirting for the entire flat.
- 2) Ceramic Tile flooring for attached terraces, dry balconies and bathrooms.
- 3) Ceramic Tile flooring with designer glazed tile dado upto 7' ht. for all toilets.

**D) KITCHEN:-**

- 1) Granite top for platform with S.S. sink.
- 2) Point provision for exhaust fan.
- 3) Point provision for Aqua Guard.
- 4) Point provision for washing machine.



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**E) SANITARY AND PLUMBING:-**

- 1) Sanitary ware of good quality.
- 2) Concealed Plumbing.
- 3) Chromium plated standard CP fittings.
- 4) Hot and Cold mixers for bathrooms.

**F) ELECTRIFICATION:-**

- 1) Concealed electric copper wiring.
- 2) Good quality modular switches.
- 3) T.V. / Telephone Points in living room.
- 4) Provision of A.C. point in Master Bedroom.
- 5) Miniature circuit breakers with distribution board for safety.

**G) DOORS:-**

- 1) Decorative entrance door with good quality fixtures and fittings.
- 2) Waterproof Internal Flush Doors with oil paint.
- 3) Anodized Aluminum door for terraces with clear glass.

**H) WINDOWS:-**

- 1) Anodized aluminum Sliding windows with clear glass.
- 2) M.S. safety grills.
- 3) Granite frames for all windows and Toilets.

(The amenities and materials used in the same may be substituted according to the better options available with the Builders)

**ANNEXURE A**

COPIES OF 7/12 EXTRACTS IN RESPECT OF THE TOTAL PROPERTY

**ANNEXURE B**

COPIES OF N.A. ORDER AND REVISED N.A. ORDER IN RESPECT OF THE TOTAL PROPERTY

**ANNEXURE C**

COPY OF COMMENCEMENT CERTIFICATE ISSUED BY VVCMC

**ANNEXURE D**

COPY OF REGISTRATION NO.P99000016520 ISSUED BY REAL ESTATE REGULATORY AUTHORITY AT MUMBAI.;

**ANNEXURE E**

COPY OF TITLE CERTIFICATE ISSUED BY ADVOCATE

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*Wadh*

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६७ Mess.

**ANNEXURE G**

COPIES OF THE PLANS OF THE LAYOUT AS PROPOSED BY THE PROMOTER AND ACCORDING TO WHICH THE CONSTRUCTION OF THE BUILDINGS AND OPEN SPACES

**ANNEXURE H**

INTERNAL PLAN OF UNIT SOLD TO THE PURCHASER

SIGNED SEALED AND DELIVERED )

By the above named "PROMOTER" )

VIVA HOMES PRIVATE LIMITED )

through the hands of its Authorised Signatory/ )



Constituted Attorney Shri SIDDHARTH )

DEEPAK THAKUR )

SIGNED SEALED AND DELIVERED BY )

the within named ALLOTTEE/S )

(1) MR. ANSHUMAN AJAY SINGH )

*TS. DDP*  
  
*Anshu*  


**WITNESSES:**

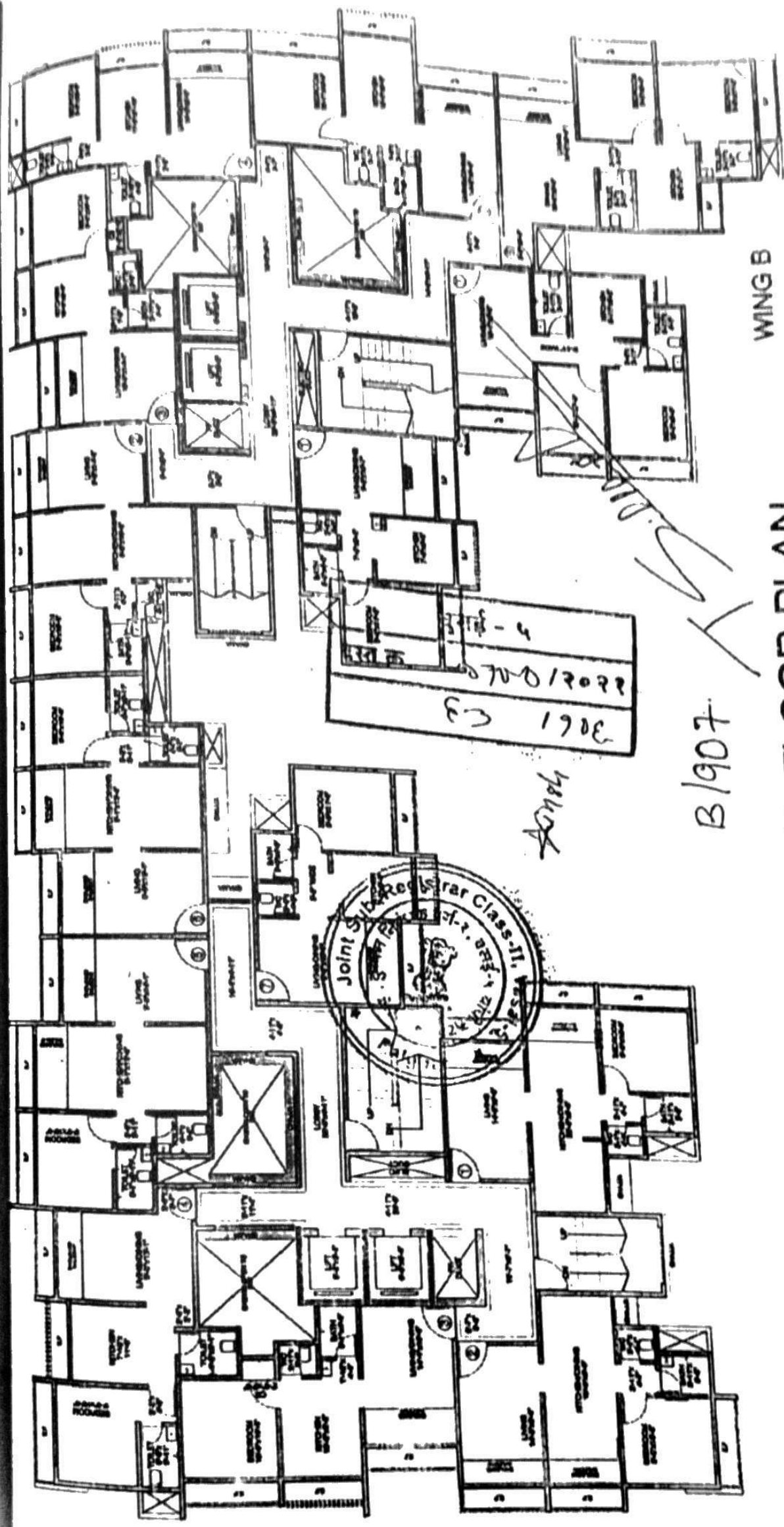
Name Ajay Singh

Signature Ajay Singh

Name Aparna Singh

Signature Aparna Singh





WING B

**TYPICAL FLOOR PLAN**

VIVA VEDANTA BUILDING NO. 1

WING A

B/907

E3 190E

Joint Sub Registrar Class-II  
 24/02/2022

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**ANNEXURE D**



**Maharashtra Real Estate Regulatory Authority**

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

This registration is granted under section 5 of the Act to the following project under project registration number : P9900016520

Project: VIVA VEDANTA BLDG 3 Plot Bearing / CTS / Survey / Final Plot No.: 134/1 at Vasai-Virar City (M. Corp) Vasai, Palghar, 401305;

1. Viva Homas Private Limited having its registered office / principal place of business at Tehsil, Palghar, Palghar, Pin: 401303.
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 allottees, as the case may be, of the apartment or the common areas as per Rule 6 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents) Rules, 2017;
  - The promoter shall deposit seventy percent of the amounts realized 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 (C) of clause (b) of sub-section (2) of section 4 read with Rule 5;  
 OR  
 That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
  - The Registration shall be valid for a period commencing from 21/05/2018 and ending with 31/12/2021 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
  - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
  - That the promoter shall take all the pending approvals from the competent authorities
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.



Signature valid  
 Digitally Signed by  
 Dr. Vasantrao Manand Prabhu  
 (Secretary, MahaRERA)  
 Date: 21/05/2018 2:37:31 PM.

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

Dated: 21/05/2018  
 Place: Mumbai

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९२ ११०६

# VIVA HOMES PRIVATE LIMITED

Regd. Address: Thakur Arcade, 1st Floor, Station Road, Virar (West), Pincode- 401303

Telephone No. : +91 250 2502 288/ +91 250 2510 021/13/16

CIN: U45202MH2009PTC195281

Email ID: [compliance@vivagroup.in](mailto:compliance@vivagroup.in)

CERTIFIED TRUE COPY OF THE BOARD RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF VIVA HOMES PRIVATE LIMITED HELD ON MONDAY, 2<sup>nd</sup> MARCH, 2020 AT 11.00 A.M AT THE REGISTERED OFFICE OF THE COMPANY AT THAKUR ARCADE, 1<sup>st</sup> FLOOR, STATION ROAD, VIRAR (WEST), PINCODE - 401303.

Authority to Mr. Siddharth Deepak Thakur for project called as "VIVA VEDANTA":

The chairman informed the Board that company has decided to issue authority to Mr. Siddharth Deepak Thakur to sign/execute all the Agreements and documents to be submitted by the company in connection with day to day business transactions, operations and correspondence with respect to VIVA HOMES PRIVATE LIMITED- VEDANTA.

After discussion following resolution passed at the meeting:

"RESOLVED THAT the consent of the Board of Directors be and is hereby accorded for execution of an agreement, as per the draft agreement/s tabled before the meeting and initialled by the chairman for the purposes of identification, to be entered into between the company and other party and Mr. Siddharth Deepak Thakur be and is hereby authorised to accept on behalf of the company such modifications therein as may be suggested by or acceptable to M/s. VIVA HOMES PRIVATE LIMITED.

FURTHER RESOLVED THAT Mr. Siddharth Deepak Thakur be and is hereby authorised to sign and execute the agreement/s on behalf of the company including any other necessary documents ancillary hereto.

FURTHER RESOLVED THAT Mr. Siddharth Deepak Thakur be and is hereby authorised to negotiate and execute any amendment/s or alteration/s to the agreement in consultation with the chairman of the company.

"RESOLVED FURTHER THAT a copy of this resolution duly certified as true by Mr. Rohil Jayendra Thakur, Director of the company, be and is hereby issued to any concerned authority or party and they are requested to act thereon."

For Viva Homes Private Limited

  
Rohil J. Thakur  
Director  
(DIN: 03556990)











प्रतः- साधुका विदीयका मुनी अविशेषा विरुद्ध यात्रा भाडिगीलाडी प्रत पराविषयानि येत आहे.  
 २/- कोषका (विद्युत् विभागासाठी) प्रत तसेच यत्नानुसार प्र. ५६२/२०१०  
 (भारतीय स्टेट बैंक शाखा बंदी यत्नानुसार प्र. १२५१) दिनांक ३०/०८/२०१० ची प्रत जोडली आहे.  
 प्रत - सा.आ.सु.प्र.स. कोषका विभाग कोषका, जयपूर, यांचेकडे भाडिगीलाडी वरिष्ठत पाठवत.  
 प्रत - साधुका, प्रथम-विद्यार शिबिर महासभेच्या कार्यालयात.  
 प्रत - जिल्हा कार्यालय कोषका, भाडिगीलाडी येथे.  
 प्रत - जिल्हा कार्यालय कोषका, भाडिगीलाडी येथे.  
 प्रत - कार्यालयीन कार्यालयात.



*Handwritten signature*  
 २०/१२/२०



CERTIFIED COPY  
 Copy applied for on 20/12/22  
 Copy ready on 21/12/22  
 Copy delivered on  
 Copied by  
 Compared by

Words  
 Copying fee Rs. 100.00  
 Surcharge  
 Compensating fee  
 Surcharge  
 Paper fee  
 Utility fee



*Handwritten signature*  
 Your Record Keeper,  
 Collector's Office, Thane

२०/१२/२०  
 २०/१२/२०





WOMC/TP/CCMP-07+1/1421



WOMC/TP/CCMP-07+1/1421

- 7) You shall develop the need to the satisfaction Corporation applying before Plinth Completion Certificate engineering report comprising redaction level drainage system, sewerage systems and water supply for Plinth Completion Certificate.
- 8) You shall construct compound if any, as per section.
- 9) You shall construct the compound wall & size standard before Plinth Completion Certificate.
- 10) You shall obtain approval of C.F.C. Building of to Vasal-Virar City Municipal Corporation before.
- 11) You are responsible for the disputes that may Vasal-Virar City Municipal Corporation is not responsible.



End: s/s. C.C. to:

1. Samir N. Desai Architect, A/14, Panna Nagar, 1<sup>st</sup> Floor, Opp. Ashray San. Virar (E)
2. Con. Commissioner, Vasal-Virar City Municipal Corporation
3. Dy. Commissioner, UCD, Vasal-Virar City Municipal Corporation.
4. Collector, Vasal-Virar City Municipal Corporation.
5. Tahasildar, Vasal-Virar City Municipal Corporation.



31/10/2012

11-Virar City Municipal Corporation  
You shall give detailed maintain. Storm Water (tank sizes etc) before

regulations.

and the roads up-to W&M

over the D. P. Road area or Occupancy Certificate.

to Title/ Access matter or any such disputes.

Your faithfully,

Y. Director of Town Planning or City Municipal Corporation

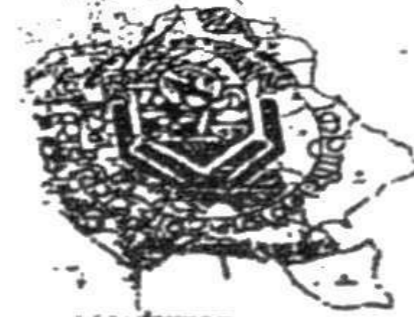
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WOMC/TP/CCMP-07+1/1421

WOMC/TP/CCMP-07+1/1421

31/07/2012

CONDITIONS FOR COMMENCEMENT CERTIFICATE  
As mentioned below shall be read with the Commencement Certificate building as mentioned.

Commencement Certificate is liable to be revoked by the Municipal Corporation if the development work in respect of which permission is granted under Certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.

If the conditions subject to which the same is granted or any of the conditions imposed by the Municipal Corporation is contravened, the Commission, WOMC is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him, in such event shall be deemed to be guilty of an offence under Section 10 of the Maharashtra Regional and Town Planning Act, 1966.

The applicant shall give notice to the Municipal Corporation immediately after starting the development work in the land under reference. The notice shall be in the form of a declaration on completion upto the plan & obtained plinth completion certificate before the commencement of other work.

The applicant shall give written notice to the Municipal Corporation recording completion of work.

The applicant shall obtain an occupancy certificate from the Municipal Corporation. The Municipal Corporation may authorize its officers to enter the site for the purpose of inspection with regard to observing compliance with the conditions and regulations of the Certificate.

The Municipal Corporation may charge as follows: a) Development charges as per the schedule 'A' along with interest @ 18% p.a. on the balance amount. b) Rate of interest is enhanced by MUNICIPAL CORPORATION the same shall be applicable. The applicant shall pay to MUNICIPAL CORPORATION the development charges as agreed in the undertaking submitted by the applicant.

The applicant shall display a 'Display Board' on the conspicuous place on site indicating: 1. Name & address of owner/developers/ architect and contractor. 2. S.NO./ACTS No. Ward No. Village Name alongwith description of the boundaries.

3. Order number and date of grant of development permission/ redevelopment permission issued by Municipal Corporation.

4. ISI permission.

5. No. of residential/commercial flats and shops with their areas.

Handwritten notes and stamps on the right side of the page, including a date stamp '31/10/2012' and a signature.