

3

पावती

गिराव पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

8428328

Tuesday, December 06, 2022

11:29 AM

पावती क्र.: 9321

दिनांक: 06/12/2022

शानाचे नाव: कांबळगाव (सूर्या प्रकल्प)

दस्तावेजाचा अनुक्रमांक: पत्तर2-8328-2022

दस्तावेजाचा प्रकार: करारनामा

शासक दस्त्याचे नाव: श्री हरिश्चंद्र गयादीन प्रजापती कुंभार - -

नोंदणी फी

रु. 14300.00

दस्त हाताळणी फी

रु. 1700.00

पृष्ठांची संख्या: 85

एकूण:

रु. 16000.00

आपणाम दुरु दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

11:46 AM ह्या वेळेस मिलेल.


दुय्यम निबंधक श्रेणी-१
पालघर-२

धतारर दस्त्या: रु. 1424187.76 /-

मोबाइल रु. 1368162/-

भरभसे मुद्रांक शुल्क: रु. 85500/-

1) दस्त्याचा प्रकार: DHC रकम: रु. 1700/-

डीडी/प्रनादेश/पि ऑर्डर क्रमांक: 0612202201217 दिनांक: 06/12/2022

धतारर नाव व पत्ता:

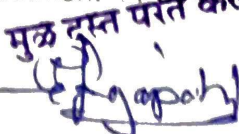
2) दस्त्याचा प्रकार: eChallan रकम: रु. 14300/-

डीडी/प्रनादेश/पि ऑर्डर क्रमांक: MH011671527202223E दिनांक: 06/12/2022

बँक नाव व पत्ता:

नोंदणी फी माफी असल्यास तयशिल :-

1) Fee Adjustment : Fee Adjustment (yashada training) code added for keeping tack of adjusted fees

मुळ दस्त परत केला

पक्षकाराची सही

सूची क्र.2

दुय्यम निबंधक : दु.नि.पालघर-2

दस्त क्रमांक : 8328/2022

नोंदणी :

Regn:63m

4

गावाचे नाव : कांबळगाव (सूर्या प्रकल्प)

| | |
|--|---|
| निवाचा प्रकार | करारनामा |
| दला | 1368162 |
| कारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार देतो की पट्टेदार ते तमुद करावे) | 1424187.76 |
| पिन,पोटहिस्सा व घरक्रमांक(असल्यास) | 1) पालिकेचे नाव:पालघर इतर वर्णन : , इतर माहिती: मौजे कांबळगाव तालुका व जिल्हा पालघर येथील गट क्रं 50 प्लॉट नं 1 या मिळकतीवरील हॅम्पीनेस्ट बोर्डमर हाऊसिंग कॉम्प्लेक्स मधील फेज -4 मधील इमारत नं. डी3(मंजूर योजने प्रमाणे इमारत क्रं 13)चे तळ मजल्यावरील क्षेत्र 35.13 चौ.मी. कारपेट क्षेत्रफळाची निवामी मदनिका क्रं 007 हि प्रस्तुतचे कराराचा विषय आहे((Survey Number : गट क्रं 50 प्लॉट नं 1 ;)) |
| फळ | 1) 35.13 चौ.मीटर |
| रूपा किंवा जुडी देण्यात असेल तेव्हा. | |
| वज करून देणा-या/लिहून ठेवणा-याचे नाव किंवा दिवाणी न्यायालयाचा किंवा आदेश असल्यास,प्रतिवादिचे नाव | 1): नाव:-महिंद्रा लार्डफम्पेस डेव्हलपर्स लिमिटेड तर्फे ऑथोरिज मिश्रेंटरी श्री जितेंद्र कुमार पाठक - - वय:-, पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं: पाचवा मजला,महिंद्र टॉवर्म, वरळी, मुंबई, महाराष्ट्र, मुंबई. पिन कोड:-400018 पॅन नं:-AAACG8904C |
| वज करून घेणा-या पक्षकाराचे व किंवा न्यायालयाचा हुकुमनामा किंवा आदेश प्रतिवादिचे नाव व पत्ता | 1): नाव:-श्री हरिश्चंद्र गयादीन प्रजापती कुंभार - - वय:-46; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं: 15 ए कामम भाई चाळ गाव देवी डोंगरी जे पी रोड अंधेरी प मुंबई , महाराष्ट्र, मुंबई. पिन कोड:-400058 पॅन नं:-AIMPP6474H 2): नाव:-श्रीम सबया हरिश्चंद्र प्रजापती कुंभार - - वय:-44; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं: 15 ए कामम भाई चाळ गाव देवी डोंगरी जे पी रोड अंधेरी प मुंबई , महाराष्ट्र, मुंबई. पिन कोड:-400058 पॅन नं:-BGWPP8732M |
| वज करून दिल्याचा दिनांक | 06/12/2022 |
| नोंदणी केल्याचा दिनांक | 06/12/2022 |
| क्रमांक,खंड व पृष्ठ | 8328/2022 |
| भावाप्रमाणे मुद्रांक शुल्क | 85500 |
| भावाप्रमाणे नोंदणी शुल्क | 14300 |

श्री विचारात घेतलेला तपशील:-

आकारनामा निवडलेला अनुच्छेद :-

(ii) within the limits of any Municipal Council, Nagarpanchayat or Cantonment Area annexed to it, or any rural area within the limits of the Mumbai Metropolitan Region Development Authority or any other Urban area not mentioned in sub clause (i), or the Influence Areas as per the Annual Statement of Rates published under the Maharashtra Stamp (Determination of True Market Value of Property) Rules, 1995.

नोंदणीकृत दस्तऐवजाची
प्रथम सूची क्र मू.

मूल्यांकन पत्रक (ग्रामीण क्षेत्र - बांधीव)

06 December 2022, 11:15:19 AM

Valuation ID 202212061074

पलरः

मूल्यांकनाचे वर्ष 2022
जिल्हा पालघर
तालुक्याचे नाव पालघर
गांवाचे नाव कांबळगांव
क्षेत्राचे नाव Rural

सर्व्हे नंबर /न. भू. क्रमांक : 50

वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.
खुली जमीन निवासी सदनिका कार्यालय दुकाने औद्योगिक मोजमापनाचे एकक चौ. मीटर
4150 35100 - - - -

बांधीव क्षेत्राची माहिती

मिळकतीचे क्षेत्र 38.643 चौ. मीटर मिळकतीचा वापर- निवासी सदनिका मिळकतीचा प्रकार- बांधीव
बांधकामाचे वर्गीकरण- 1-आर सी मिळकतीचे वय 0 TO 2 वर्षे मूल्यदर/बांधकामाचा दर- Rs.4150/-
उद्वाहन सुविधा नाही मजला - Ground Floor/Stilt Floor

Sale Type -
First Sale

Sale Resale of built up Property constructed after circular dt.02/01/2018

घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर = (((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * घसा-यानुसार टक्केवारी)। खुल्या जमिनीचा दर)
= (((35100-4150) * (100 / 100)) + 4150)
= Rs.35100/-

मजला निहाय घट/वाढ = 100% of 35100 = Rs.35100/-

मुख्य मिळकतीचे मूल्य = वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र
= 35100 * 38.643
= Rs.1356369.3/-

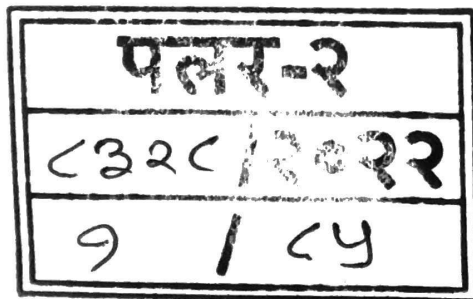
Applicable Rules : 3, 18, 19

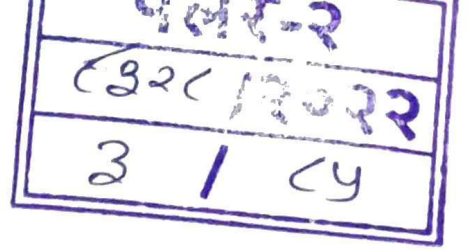
एकत्रित अंतिम मूल्य

= मुख्य मिळकतीचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + तळघराचे मूल्य + मेझॅनाईन मजला क्षेत्र मूल्य + बंदिस्त बाल्कनी + स्वयंचलित वाहनतळ
= A + B + C + D + E + F + G + H + I + J
= 1356369.3 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0
= Rs.1356369/-
= तेरा लाख छप्पन्न हजार तीन शे एकोणसत्तर /-

Home

Print





AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") made at.....this.....day of..... in the year Two Thousand and Twenty Two between Palghar 06 Decembere

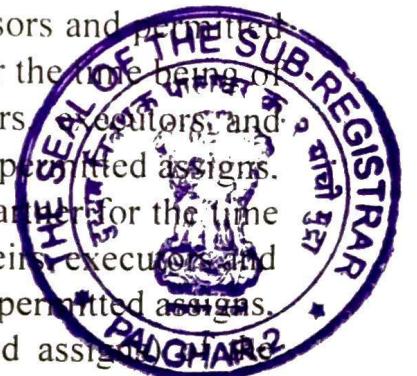
MAHINDRA LIFESPACE DEVELOPERS LIMITED. a Company incorporated and registered under the Companies Act, 1956 and deemed existing under the provisions of the Companies Act, 2013 and having its Registered Office at Mahindra Towers, 5th Floor, Worli, Mumbai - 400018. hereinafter referred to as "**the Promoter**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **ONE PART**;

AND

- (i) **Mr. Harishchandra Gayadeen Prajapati Kumbhar & Mrs. Sabya H Prajapati Kumbhar**, Indian Inhabitant/s, residing at 15/A, Kasambhai Chawl, Gaondevi Dongri, J.P. Road, Behind Navrang Cinema, Andheri West, Mumbai - 400058 Maharashtra India.

hereinafter referred to as "**the Allottee** " (which expression shall unless it be repugnant to the context or meaning thereof mean and include (i) in case of individual/s his/her/their heirs, executors, administrators, successors and permitted assigns, (ii) in case of partnership firm, the partners or partner for the time being of the said firm, the survivors or survivor of them and the heirs, executors, and administrators of the last surviving partner and their or his or her permitted assigns, and (iii) in case of limited liability partnership, the partners or partner for the time being of the said firm, the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their or his or her permitted assigns, (iv) in case of a company, its successors in title and permitted assigns.

OTHER PART.



C32C 22
8 / 29

AND WHEREAS

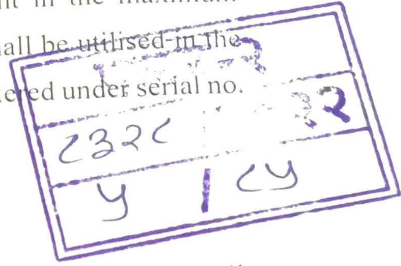
- A. By and under the Deed of Conveyance Dated 15th April, 2013, executed between M/s Viva Patil Real Estate and M/s Dreams Reality (therein collectively referred to as the Vendors), and the Promoter herein (therein referred to as the Purchaser), the Vendors granted, sold, conveyed, transferred and assured unto and in favour of the Promoter non agricultural, freehold land admeasuring about 59.334.30 sq. mtrs. bearing New Gat No. 50 and Plot No. 1, situated at Village Kambelgaon, Taluka Palghar, District Palghar, more particularly described in the First Schedule hereunder written, delineated on Plan-I hereof (hereinafter referred to as (hereinafter referred to as "the Project Land") on the terms and conditions and for the consideration therein mentioned. The said Deed of Conveyance is duly registered at the office of Sub-Registrar of Assurances at Palghar under Serial No. PLR – 3282 of 2013 on 15th April 2013.
- B. By Mutation Entry No. 140 dated 30/07/2013 the names of M/s Viva Patil Real Estate and M/s Dreams Reality were deleted from "Holders' Column" of the 7/12 Extract and the name of the Promoter herein was thus mutated in the 7/12 Extract and Revenue Records of the said Land;
- C. The Promoter is thus the sole and absolute owner of and seized and possessed of or otherwise well and sufficiently entitled to the said Project Land;
- D. By and under a Deed of Right of Way in perpetuity dated 15th April 2013 executed between the Promoter herein (therein referred to as the Grantor) and M/s Viva Patil Real Estate and M/s Dreams Reality (therein collectively referred to as the Grantee), the Promoter has granted a perpetual non-exclusive Right of Way of 15 meter wide strip from the said Land measuring approx. 6000 sq. mtrs. to the Grantee therein including their successors and assigns as more particularly known as easement road shown in the plan annexed hereto and marked as **Plan -I**. The said Deed of Right of Way in perpetuity is registered in the Office of Sub Registrar, Palghar under Serial No. PLR-3283 of 2013 on 15/04/2013.

- E. By an Agreement of Sale of Land and M/s Dreams Reality (herein referred to as the Vendor) has granted, sold, conveyed, transferred and assured unto and in favour of the Promoter herein (herein referred to as the Purchaser) a plot of land measuring about 59.334.30 sq. mtrs. bearing New Gat No. 50 and Plot No. 1, situated at Village Kambelgaon, Taluka Palghar, District Palghar, more particularly described in the First Schedule hereunder written, delineated on Plan-I hereof (hereinafter referred to as (hereinafter referred to as "the Project Land") on the terms and conditions and for the consideration therein mentioned. The said Deed of Conveyance is duly registered at the office of Sub-Registrar of Assurances at Palghar under Serial No. PLR – 3282 of 2013 on 15th April 2013.
- F. As per terms and conditions of the said Deed of Conveyance, the Land, aggregating about 59.334.30 sq. mtrs. has determined a portion of the said Land that shall be reserved for the Promoter intends to be used for the purpose of a residential project within the aforesaid Land. The said Land is situated within the aforesaid Land and is situated within the Amenity Area of the said Land. The said Land is situated within the Amenity Area of Development of the said Land.
- G. The Promoter herein (herein referred to as the Promoter) has decided to construct buildings, 1 (one) building in the said Land in the following manner by construction of buildings in the following details below:



[Handwritten signatures and initials]

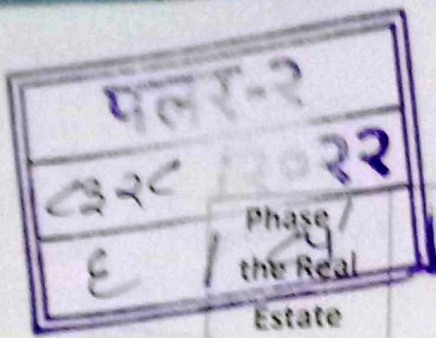
E. By an Agreement executed between the Promoter herein, M/s Viva Patil Real Estate and M/s Dreams Reality, the Parties thereto agreed to a mechanism in case maximum permissible built up area is enhanced as per Development Control Regulations. In case of any such enhancement in the maximum permissible built up area is made available, the same shall be utilised in the project/scheme/complex. The said Agreement was registered under serial no. PLR-5745 of 2013 on 26.06.2013.



F. As per terms and conditions laid down by Zilla Parishad, Palghar while sanctioning the Lay Out plan, the Promoter has to keep 5% of the Project Land, aggregating to 2966.72 sq. mtrs. reserved as Amenity. The Promoter has determined and identified the portion and location of the said Project Land that shall be reserved for the aforesaid purposes. Furthermore, the Promoter intends to develop Shops, Health Centre, Other utility services within the aforesaid Amenity Area as shown in the Lay Out Plan or transfer the Amenity Area to any third party or to the Authority as per the provisions of Development Control Regulations for regional plans in Maharashtra.

G. The Promoter has proposed to construct 33 (thirty-three) residential buildings, 1 (one) commercial building and 1 (one) club house in phasewise manner by consuming FSI of 65.950.06 sq. mtrs., on the Project Land as per details below:

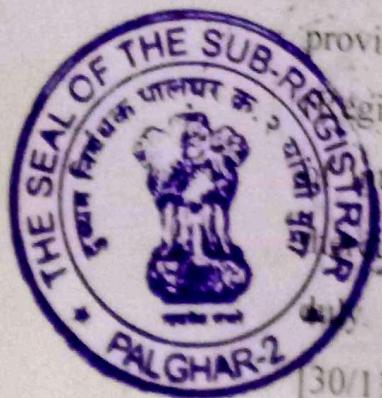




| Phase/ the Real Estate Project | Building Number | Type of Building as per approvals | Number of floors | Flats in buildings | Status |
|---|---------------------------------|--|---------------------|------------------------------|------------|
| 1 | 5,6,7,8,28,29, 30,31, 32 | 2S2,2,1A, 1B,1C | Ground +4 | 359 + 1 Society Room | OC Receive |
| 2 | 1,2,3,4,33,34 | 3A,3B,3BS, 1D,1DS | Ground +4 | 238 | OC Receive |
| 3 | 9,10,11,12 | 1C,1D,2 | Ground+4 | 160 | OC Receive |
| 4 | 13,14,15 | 13-K4A, 14-K4AM, 15-K4AM | Ground+4 | 170 | OC Receive |
| 5 | CFC (Commercial Building) | CFC | G+1 | 25 shops/offi ce/units | OC Receive |
| 6 | Club house Building | 18 | Proposed | Proposed | OC Receive |

All above Phases / Real Estate Project are hereinafter collectively referred to as the said "Project - Happinest-Boisar".

H. The building numbers 13,14,15 as mentioned in phase-4 above of the Project - Happinest - Boisar-Phase 4 registered as a 'real estate project' ("the Real Estate Project") with the Maharashtra Real Estate Regulatory Authority ("Authority"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("RERA") read with the provisions of the Maharashtra Real Estate (Regulation and Development) Act, 2016 and the Maharashtra Real Estate (Regulation and Development) Rules, 2017 and any amendment thereto ("RERA Rules") is developed by the Promoter. The Authority has issued the Certificate of Registration No. [P99000014293] dated [30/11/2020] for the Real Estate Project and a copy of the RERA Certificate is annexed and marked as Annexure "A" hereto.



I. The Allottee has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Allottee has agreed and consented to the aforesaid development of the Project-Happinest-Boisar. The Allottee has also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.

J. The principal and material aspects of the development of the Real Estate Project as sanctioned under the RERA Certificate, are briefly stated below-

(i) 4 number of buildings, (“**said Buildings**”) bearing following details:

| Building No. | Building No. as per sanctioned plan | Building Name |
|--------------|-------------------------------------|---------------|
| 13 | 13 | D3 |
| 14 | 14 | D4 |
| 15 | 15 | E1 |


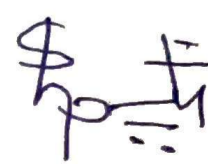

(i) Each building will have Ground plus 4 (four) upper floors consisting of 50 flats in building no 13, 60 flats in building no. 14 and 60 flats in building no. 15 aggregating to 170 flats.

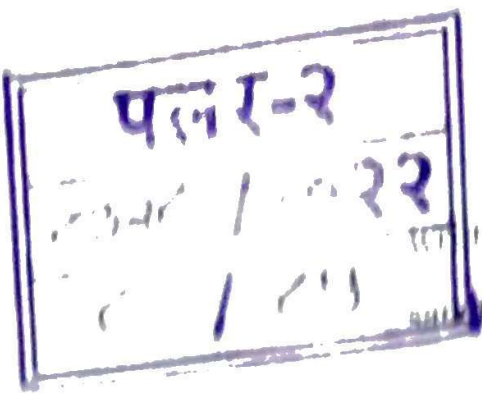
(ii) Total FSI of 6448.39 sq.mtrs. was sanctioned for consumption for building nos. 13,14 and 15 in the construction and development of the Real Estate Project named as Happinest -Boisar-Phase-4.

(iii) The common areas, facilities and amenities in the Real Estate Project that are usable by the Allottee are listed in the **Second Schedule** hereunder written (“**Real Estate Project Amenities**”).

(iv) The common areas, facilities and amenities in the Project Happinest-Boisar that may be usable by all the Allottees of the Project-Happinest-Boisar and are listed in the **Third Schedule** hereunder





... which are proposed and the Promoter has yet to obtain
... for the same ("Project-Happinest-Boisar Amenities")

(v) The details of formation of the Association of Allottees and conferment of title upon the Association of Allottees with respect to the Real Estate Project, are more particularly specified in Clause 12 and 14 below.

The above details along with the RERA Certificate, are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.

K The principal and material aspects of the development of the Project Land ("Project - Happinest -Boisar") as disclosed by the Promoter are briefly stated below-

- (i) The area of the Project Land is to be developed in a phase-wise manner.
- (ii) The Allottee has perused a copy of the Proposed Layout Plan dated 9th November 2017 ("Proposed Layout") which specifies the location of the existing buildings, if any, and new/future/further buildings to be built on the Project Land specifying the proposed total FSI proposed to be utilized on the Project Land ("Proposed Potential FSI"), and also, the tentative locations where common areas, facilities and amenities, reservations and other open and built-upon spaces are proposed to be situate.
- (iii) The scheme and scale of development proposed to be carried out by the Promoter on the Project Land in accordance with applicable law as amended from time to time;

(iv) The Promoter shall be entitled to confer title of particular building to such Other Associations, as mentioned at Clause 12 below.



... details of formation of the Apex Body, and, conferment of title upon the Apex Body with respect to the Project Land and all common areas, facilities and amenities, basements, podiums and other spaces and areas on the Project Land, as mentioned at Clause 13 and 15

[Handwritten signature] . \$ 7

below

पलर-२
८३२८/२०२२
१०/१८

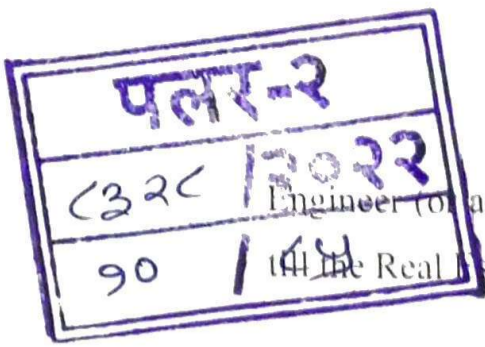
- (vi) The statutory approvals mandatorily require the Promoter to hand over certain stipulated percentage of the Project Land to the concerned authorities or develop the same as public amenity. The Promoter shall determine and identify the portion and location of the Project Land to be handed over or develop the same as public amenities at its cost and benefit for complying with the terms and conditions of statutory approvals. The portion of the Project Land left over after handing over the stipulated percentage if any, to the Zilla Parishad, Palghar or statutory authority and/or developing as a public amenity as may be required from time to time, only would be available for transferring to the Apex Body.
- (vii) The nature of development of the Project Land will be phase wise and would constitute a mixture of users as may be permissible under applicable laws from time to time.
- (viii) The Promoter would be entitled to aggregate any contiguous land parcels with the development of the Project Land, as provided under the Proviso to Rule 4(4) of the RERA Rules.
- (ix) The Promoter is entitled to amend, modify and/or substitute the Proposed Future and Further Development of the Project Land (defined below), in full or in part, as may be required by the applicable laws from time to time.

The above details and further aspects of the Proposed Future and Further Development of the Project Land, are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in> ("Proposed Future and Further Development of the Project Land").

- L. The Promoter had entered into an Agreement with an Architect and entered into an Agreement with the Council of Architects:
- M. The Promoter had appointed a structural Engineer for the preparation of structural design and drawings of the buildings and the Real Estate project was under the professional supervision of the Architect and the structural



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Engineer (or any suitable replacement substitute thereof from time to time) till the Real Estate Project was completed.

- N. By virtue of the Conveyance, the Promoter is the absolute owner and in possession of the Project Land and has sole and exclusive right to sell the Apartments in the said Buildings to be constructed by the Promoter in the Real Estate Project and to enter into this Agreement/s with the allottee(s) of the Apartments and to receive the sale consideration in respect thereof;
- O. At the request of the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by the Promoter's Architects Messers Vastu Shilpa Private Limited and of such other documents as are specified under the RERA and the RERA Rules and Regulations made thereunder.
- P. The copies of the following documents related to the said Apartment Real Estate Project / Project - Happinest - Boisar on which the apartments are constructed have been annexed herewith:

| Sr. No. | Particulars | Annexure No. |
|---------|--|--------------|
| 1 | RERA Certificate / Occupation Certificate | A |
| 2 | Title Report issued by the Advocate of the Promoter | B |
| 3 | Extracts of Village forms VI and VII and XII of the Project Land | C1 - CD2 |
| 4 | Plans of the Layout as approved by the concerned Local Authority with the Building in which the said Apartment is situated therein | D1 |
| 5 | Plans of the Layout as proposed by the Promoter and according to which the construction of the proposed Building and open spaces are proposed to be provided for on the Project-Happinest-Boisar | D2 |
| 6 | Commencement Certificate ("CC") for the Building issued by the concerned local authority | E |
| 7 | Approval of Ministry of Environment and Forest ("MOEF") | F |

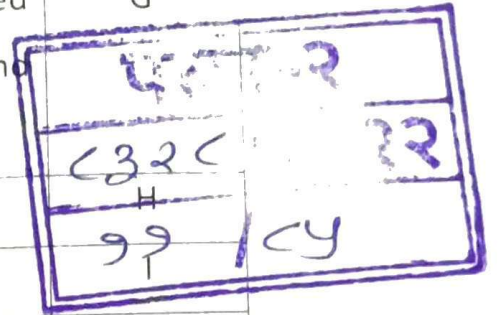


M

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| | | |
|----|---|---|
| 8 | Floor Plan and specifications of the said Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority | G |
| 9 | Specification and amenities for the Apartment | |
| 10 | Complaint Handling Process – Defect Liability Period | |
| 11 | Occupation certificate no. जा.क्र/ पाजिप/ग्रापं/ प्राधि/ वशी/03 dated 11 th Mar 2019 issued by ZILLA PARISHAD, Palghar | J |



- Q. The Promoter has obtained Occupancy Certificate dated 11.03.2019 of the said Building/s. being a residential building No. D3,D4 and E1 consisting of 1 wing each having Ground + 4 upper floors constructed on the Project Land.
- R. While sanctioning the said plans, approvals and permissions as referred hereinabove, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions while developing the Real Estate Project and upon due observance and performance of which only the completion or occupancy certificate in respect of the said Building/s in a Real Estate Project has been granted by the concerned local authority.
- S. The Promoter has accordingly completed the construction of the said building/s in the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals & permissions as referred hereinabove.
- T. The Allottee has applied to the Promoter for allotment of an Apartment bearing number 007 on the **Ground** floor in the **D3** Building in cluster **D**(as per approved plans building no.13 and as per environment clearance cluster **D**)(hereinafter referred to as "**the said Building**") being constructed in the Phase 4 of the said Project - Happinest - Boisar, by the Promoter.
- U. The carpet area of the said Apartment is **35.13** square meters and "**carpet area**" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balconies appurtenant to the said Apartment for exclusive use of the Allottee, verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.



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The Parties relying on the confirmations, representations and assurance, 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:

- W. Prior to the execution of these presents the Allottee has paid to the Promoter a sum of **Rs. 68,408/- (Rupees Sixty Eight Thousand Four Hundred Eight Only)**, being part payment of the sale consideration of the said Apartment agreed to be sold by the Promoter to the Allottee as booking amount (payment and receipt whereof the Promoter doth hereby admits and acknowledges) and the Allottee has agreed to pay to the Promoter the balance amount of the sale consideration in the manner hereinafter appearing.
- X. Under section 13 of the RERA the Promoter is required to execute a written Agreement for Sale of the said Apartment with the Allottee, being in fact these presents and also to register this Agreement under the Registration Act, 1908.
- Y. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the apartment defined hereinafter.

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

- 1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience, and are not intended in derogation of RERA and RERA Rules.
- 2. The Promoter has constructed the said Building consisting of Ground and upper floors in the Real Estate Project in accordance with the plans and specifications as referred hereinabove and as approved by the concerned local authority from time to time.



Provided that

affect the Apartment by any Government as contemplated by

2.2 The Promoter hereby agrees to abide by the terms, conditions, and stipulations imposed by the concerned authority or thereafter.

3. THE SAID APARTMENT

3.1 The Allottee hereby agrees to purchase the Apartment (being a part of carpet area and built-up area) of the said Building D3 in the said Project (being an environment friendly Apartment") and Annexure 'G' attached hereto.

3.2 The fixtures and fittings and amenities like water supply, availability of electricity, brand and quality of materials used in the said Building and the Annexure hereto.

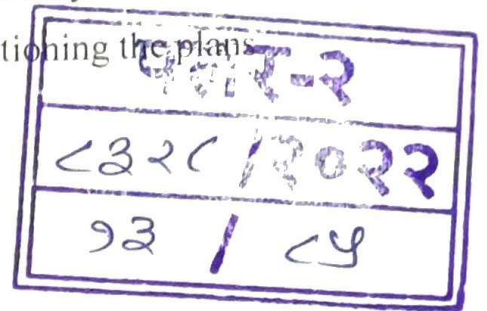
4. CONSIDERATION

4.1 The Allottee hereby agrees to pay for the consideration of the said Apartment (being Eight Thousand Four Hundred Eight Nil Only) being the booking amount and the balance amount appurtenant to the said Apartment and the common areas and the Annexure hereto, particularly described in the Annexure 'G' attached hereto.

4.2 The total consideration for the said Apartment is **Thirteen Lakh**

affect the Apartment of the Allottee except any alteration or addition required by any Government Authorities or due to change in law or due to any change, as contemplated by any of the disclosures already made to the Allottee.

2.2 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the plan or thereafter.



3. THE SAID APARTMENT

3.1 The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee an Apartment No. **007** of the **1 BHK** type of carpet area admeasuring **35.13** sq. meters along with for exclusive use of the Allottee, open balcony of **0.00** sq. meters, on **Ground** floor in the building **D3** in cluster **D**(as per approved plans building no.13 and as per environment clearance Cluster **D**) (hereinafter referred to as "**the said Apartment**") as shown in the Floor plan thereof hereto annexed as **Annexure 'G'** and more particularly described in the **Fourth Schedule**.

3.2 The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand or incase of non-availability of the same, any other available brand closer to the particular brand and quality, or price range (if unbranded) are provided by the Promoter in the said Building and the said Apartment are set out in **Annexure 'H'**, annexed hereto.

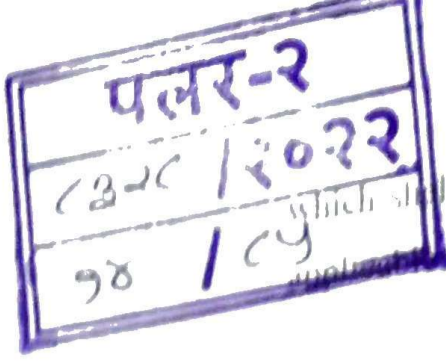
4. CONSIDERATION

4.1 The Allottee hereby agrees to purchase from the Promoter the said Apartment for the consideration of **Rs. 13,68,162/- (Rupees Thirteen Lakhs Sixty Eight Thousand One Hundred Sixty Two Only)** including Rs. 0/- (Rupees Nil Only) being the proportionate price of the common areas and facilities appurtenant to the said Apartment. The nature, extent and description of the common areas and facilities (**Real Estate Project Amenities**) as more particularly described in the **Second Schedule** written hereunder.



4.2 The total consideration amount for the apartment is **Rs. 13,68,162/- (Rupees Thirteen Lakhs Sixty Eight Thousand One Hundred Sixty Two Only)**

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4.3 The Allottee has paid on or before execution of this Agreement a sum of Rs. 68,408/- (Rupees Sixty Eight Thousand Four Hundred Eighty Only) as advance payment or application fee (the payment and receipt hereof, the Promoter doth hereby admits and acknowledges) being part of the payment of the consideration and hereby agrees to pay to the Promoter the balance amount of Rs. 12,99,754/- (Rupees Twelve Lakhs Nine Thousand Seven Hundred Fifty Four Only) in the following manner:-

4.4

| Sr. No | Schedule Description | % of Total Consideration | Consideration Amount payable (In Rs.) | GST (In Rs.) | Total Consideration amount alongwith GST (in Rs.) |
|--------------|--|--------------------------|---------------------------------------|---------------|---|
| 1 | Booking Amount | 5% | 68,408 | As applicable | 68,408 |
| 2 | Booking Amount 2 (Within 30 days from Booking) | 5% | 68,408 | | 68,408 |
| 3 | On Registration Payment | 10% | 1,36,816 | | 1,36,816 |
| 4 | Within 90 Days from the date of Booking | 80% | 10,94,530 | | 10,94,530 |
| Total | | 100% | 13,68,162 | | 13,68,162 |

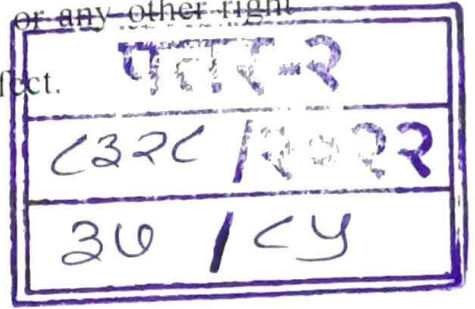
4.4 The aforesaid Total Consideration shall be paid by the Allottee to the Promoter in installments stipulated above by Cheque / Pay Order/ Demand Draft issued in favour of "Mahindra Lifespace Developers Limited" Mumbai or deposited in the bank account no. 2611837778 maintained with Kotak Mahindra Bank Ltd., NARIMAN POINT Branch with IFSC Code KKBK0000958 ("the said Account").

4.5 The Total Consideration as mentioned above excludes taxes paid or payable by the Promoter, and/or which are recoverable from the Allottee, at applicable rates from time to time by way of Goods and Services Tax (GST) and Cess or any other similar / indirect taxes which may be levied in connection with the construction of the Real Estate Project and/or with respect to the said Apartment and/or this Agreement upto the date of handing over the possession of the said Apartment. It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST and all other indirect and direct taxes, duties and impositions as may be applicable, levied



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Agreement for time or other indulgence or
other party shall act as a waiver of such breach or acceptance of any
variation or the relinquishment of any such right or any other right
hereunder, which shall remain in full force and effect.



28. PLACE OF EXECUTION

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

29. The Allottee / Association of Allottees / Apex Body, and/or Promoter shall present this Agreement as well as the conveyance, as the case may be, at the proper registration office within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.

30. NOTICES

That all letters, notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by courier or Registered Post A.D. or notified Email ID at their respective addresses specified below:

Mr. Harishchandra Gayadeen Prajapati Kumbhar & Mrs. Sabya H Prajapati Kumbhar,

15/A, Kasambhai Chawl, Gaondevi Dongri, J.P. Road Behind Navrang Cinema, Andheri West, Mumbai - 400058 Maharashtra, India

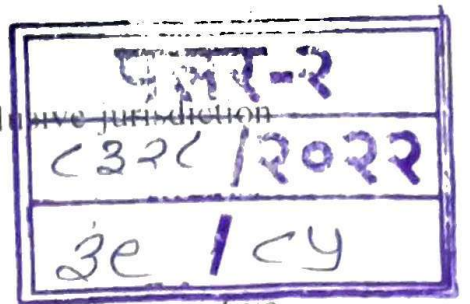
Notified Email ID: harishgprajapati1976@gmail.com



MAHINDRA LIFESPACE DEVELOPERS LIMITED

[Handwritten signatures and initials]

and the courts of Law in Mumbai/Palghar will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.



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

FIRST SCHEDULE

(Description of the Project Land)

All that piece and parcel of non agricultural, freehold land admeasuring about 59.334.30 sq. mtrs. bearing New Gat No. 50 and Plot No. 1, situated at Village Kambelgaon, Taluka Palghar, District -Palghar.

SECOND SCHEDULE

(Real Estate Project Amenities)

The project will have one staircase in each building. There will be one passenger lift in every building. Every building under the project will have a common passage at every floor

THIRD SCHEDULE

(Project-Happinest-Boisar Amenities)

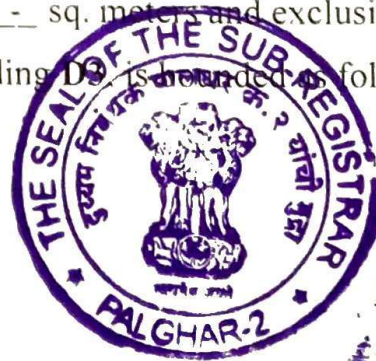
Whole project amenities will include: one club house, children's play area, outdoor play area and landscape gardens.

FOURTH SCHEDULE

(Description of the said Apartment)

Apartment No. 007 of the 1BHK type of carpet area admeasuring 35.13 sq. meters along with for exclusive use of the Allottee, open balcony of 0.00 sq. meters, enclosed balcony of 0 sq. meters, Varhanda of _ sq. meters and exclusive terrace of _ sq. meters, on **Ground** floor in the building is bounded as follows:

- On or towards the North : Passage
- On or towards the South : Open space
- On or towards the East : Unit D3-G-06
- On or towards the West : Unit D3-G-08



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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 **P99000014293**

Project: Happinest Boisar Phase Iy Plot Bearing / CTS / Survey / Final Plot No. Gur No 50 plot no 1 at Kambalgaon, Palghar, Palghar, 401501;

1. **Mahindra Lifespace Developers Limited** having its registered office / principal place of business at **Tehsil: Ward GSouth, District: Mumbai City, Pin: 400018.**
2. This registration is granted subject to the following conditions, namely -
 - The promoter shall enter into an agreement for sale with the allottees;
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5

OR

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

 - The Registration shall be valid for a period commencing from 20/11/2017 and ending with 31/05/2020 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



Dated: 20/11/2017
Place: Mumbai

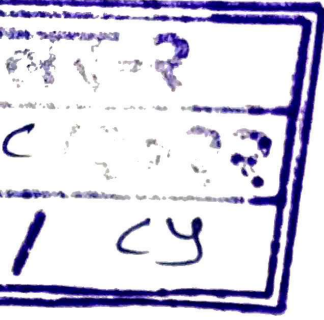
Signature and seal of the Authorized Officer
Maharashtra Real Estate Regulatory Authority



(Bye law No.14.1)

OCCUPANCY CERTIFICATE

(ताबा/भोगवटा (वापर) परवानगी दाखला)



अ.क्र./प्रांजप/प्राप/प्राधा/वशी/ ६-२-९
 मापनायका विभाग
 जिल्हा परिषद पालघर
 तलाक २२/०५/२०१९

प्राप्ति.

मं महेंद्रा लाईफ टायम्स डेव्हलपर्स लि तर्फे
 श्री अमित अनिलचंद्र पाल (कुलमुखत्यारधारक)
 महेंद्रा टावर, ९ मजला, डॉ जि म भोसले मार्ग
 वरळी, मुंबई-४०००१८.
 द्वारा-श्री.अजय गोविंद वाडे (वारताविशारद)
 ए/०६, साई टावर, अंबाडी रोड, वसई रोड (प)
 ता.वसई जि.पालघर.

विषय:- ताबा/भोगवटा (वापर) OCCUPANCY CERTIFICATE
 परवानगी दाखला.

संदर्भ:- मं.महेंद्रा लाईफ टायम्स डेव्हलपर्स लि.तर्फे श्री. अमित अनिलचंद्र पाल
 (कुलमुखत्यारधारक) व नियुक्त वारताविशारद श्री. अजय गोविंद वाडे
 (वारताविशारद) ए/०६, साई टावर, अंबाडी रोड, वसई रोड (प) ता.वसई जि.पालघर
 यांचा दिनांक-२१/०१/२०१९ रोजीचा विनंती अर्ज.

मं.महेंद्रा लाईफ टायम्स डेव्हलपर्स लि.तर्फे नियुक्त वारताविशारद श्री. अजय गोविंद वाडे, ए/०६, साई
 टावर, अंबाडी रोड, वसई रोड (प) ता.वसई जि.पालघर व श्री.अमित अनिलचंद्र पाल
 (कुलमुखत्यारधारक) यांचेवर्तीदल दिनांक २१/०१/२०१९ रोजी अर्जदरून दाखल्या देण्यात येता का, माजे
 कॉन्व्हलगाव ता.पालघर जि.पालघर येथील प्लॉट क्र ९० भूखंड प्र.१ एकूण क्षेत्र ५९३३५.३० चौ.मी.पैकी
 आंशिकप्रांतील प्रांतीय वापरात आणून देण्यात येणारे ९६५.७६ चौ.मी.दरम्यान करवा उर्वारत ५८७६९.५४
 चौ.मी.पैकी ५१७८८.४९ चौ.मी.प्रस्तावित बांधकाम करण्यासाठी या कार्यालयाने सधारीत बांधकाम
 परवानगी नं.क्र./डांजप/प्राप/प्राधा/वशी/१३ दिनांक ०९/११/२०१७ अन्वये दिलेली आहे.

मंजूर केलेल्या नकाशानुसार व हिरेज्य रमान दुसरला दार्यावित्याप्रमाणे चार इमारत क्र.१३
 ब्लॉक K4A इमारत क्र.१५ ब्लॉक K1AM, इमारत क्र.१९ ब्लॉक-K4AM व कलब तांडूस १
 इमारतीचे बांधकाम पूर्ण केले आहे. ज्याचे क्षेत्रफळ ०५५६.९३ चौ.मी.इतके आहे.स्तरच्या इमारतीसाठी
 बांधकाम परवानगी आदेशानुसार अटी व शर्तीस अधिस रद्द भोगवटा (वापर) परवानगी संश्लेष
 दिनांकावरून देण्यात येत आहे.

| अ.क्र. | इमारतीचा प्रकार/नाव (बांधकाम परवानगी आदेशानुसार) | मंजूर इमारती संख्या | प्रकार | मंजूर इमारतीपैकी | | | शेरा |
|--------|--|------------------------|--------|--|---|---|------|
| | | | | यापैकी ताबा/भोगवटा दाखला दिलेल्या इमारतीची संख्या/क्रमांक | आता ताबा/भोगवटा दाखला मागीतिलेव्या इमारतीची संख्या/क्रमांक | अद्याप बांधकाम अपूर्ण असलेल्या इमारतीची संख्या/ क्रमांक | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |

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 04
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| क्र.सं. | टाइप | प्रमाण | विवरण | प्रमाण | प्रमाण | प्रमाण |
|---------|-------------|--------|---|--------|--------|--------|
| 1. | टाइप 3A | 01 | तळ मजला पहिला मजला +दुसरा मजला +तिसरा मजला+चौथा मजला | 01 | 00 | 00 |
| 2. | टाइप 3B | 01 | तळ मजला पहिला मजला +दुसरा मजला +तिसरा मजला+चौथा मजला | 01 | 00 | 00 |
| 3. | टाइप 3BS | 01 | तळ मजला पहिला मजला +दुसरा मजला +तिसरा मजला+चौथा मजला | 01 | 00 | 00 |
| 4. | टाइप- 2 & 2 | 01 | तळ मजला पहिला मजला +दुसरा मजला +तिसरा मजला+चौथा मजला | 01 | 00 | 00 |
| 5. | टाइप- 2 | 07 | तळ मजला पहिला मजला +दुसरा मजला +तिसरा मजला+चौथा मजला | 07 | 00 | 00 |
| 6. | टाइप 1 C | 02 | तळ मजला पहिला मजला +दुसरा मजला +तिसरा मजला+चौथा मजला | 02 | 00 | 00 |
| 7. | टाइप- 1 B | 01 | तळ मजला पहिला मजला +दुसरा मजला +तिसरा मजला+चौथा मजला | 01 | 00 | 00 |
| 8. | टाइप- 1 A | 02 | तळ मजला पहिला मजला +दुसरा मजला +तिसरा मजला+चौथा मजला | 02 | 00 | 00 |
| 9. | टाइप 1 DS | 01 | तळ मजला पहिला मजला +दुसरा मजला +तिसरा मजला+चौथा मजला | 01 | 00 | 00 |
| 10. | टाइप- 1 D | 01 | तळ मजला पहिला मजला +दुसरा मजला +तिसरा मजला+चौथा | 01 | 00 | 00 |

एक (1) इमारत
 पैकी एक (1)
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 प्राप्त

दोन (2) इमारत
 पैकी दोन (2)
 इमारत
 पूर्ण भागवटा
 प्रमाणपत्र प्राप्त

एक (1) इमारत
 पैकी एक (1)
 इमारत पूर्ण
 भागवटा प्रमाणपत्र
 प्राप्त

दोन (2) इमारत
 पैकी दोन (2)
 इमारत पूर्ण
 भागवटा प्रमाणपत्र
 प्राप्त

एक (1) इमारत
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 प्राप्त



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|------|--|----|---|----|----|----|--|
| 11 | टाईप- K 4 A | 01 | मजला लठ मजला पहिला मजला दुसरा मजला तिसरा मजला चौथा मजला लठ मजला पहिला मजला दुसरा मजला तिसरा मजला चौथा मजला | 00 | 01 | 00 | एक (1) इमारत पैकी एक (1) इमारत पण |
| 12 | टाईप- K 4 A M | 02 | लठ मजला पहिला मजला दुसरा मजला तिसरा मजला चौथा मजला | 00 | 02 | 00 | दोन (2) इमारती पैकी दोन (2) इमारत पण |
| 13 | गुले क्षेत्र क्र.4 मधील क्लब हाऊस । | 01 | लठ मजला पहिला मजला | 00 | 01 | 00 | एक (1) इमारती पैकी एक (1) इमारत पण |
| 14 | सुविधा क्षेत्र | 01 | लठ मजला पहिला मजला | 00 | 00 | 01 | एक (1) इमारती पैकी एक (1) इमारत अपूर्ण आंधळकाम प्रस्ताव |
| एकूण | | 24 | | 19 | 04 | 01 | |

परील तक्त्याप्रमाण मीठ कोळगाव ता.पालघर जि.पालघर येथील गट क्र 50 भूखंड क्र.1 एकूण क्षेत्र 89334.30 चौ.मी.पैकी अंशतःव्याप्तित ग्रामीण भागाने आशिले हाणारे 564.76 चौ.मी.क्षेत्र वजा करता उर्वरित 55769.54 चौ.मी.पैकी 41788.49 चौ.मी.चा जागेत इमारत क्र 13 ब्लॉक-K4A, इमारत क्र.14 ब्लॉक-K4AM, इमारत क्र.15 ब्लॉक-K4AM व क्लब हाऊस या चार इमारतीला ताबा/भागवटा (वापर) परवानगी दाखला देण्यात येत आहे.

उपमुख्य कार्यकारी अधिकारी,
(प्रा.पं.) जिन्हा परिषद, पालघर

मुख्य कार्यकारी अधिकारी,
जिन्हा परिषद, पालघर

प्रतः गट विकास अधिकारी, पं. रा. पालघर गांचेकडे माहितीसाठी.
प्रतः ग्रामपंचायत कोळगाव ता. जि. पालघर गांचेकडे माहितीसाठी.