

528/244

पावती

Original/Duplicate

Wednesday, January 03, 2024

नोंदणी क्र. 39म

5:23 PM

Regn. 39M

पावती क्र.: 259 दिनांक: 03/01/2024

गावाचे नाव: वडघर

दस्तऐवजाचा अनुक्रमांक: पवल4-244-2024

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: भुषण अनंत भौड . .

नोंदणी फी

₹. 30000.00

दस्त हाताळणी फी

₹. 2000.00

पृष्ठांची संख्या: 100

एकूण:

₹. 32000.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे

5:42 PM ह्या वेळेस मिळेल.

Joint Sub Registrar Panel 4

सह मुख्यम निबंधक वर्ग २

पनवेल क्र. ४

बाजार मूल्य: ₹.1997044.4 /-

मोबदला ₹.3534000/-

भरलेले मुद्रांक शुल्क : ₹. 212100/-

1) देयकाचा प्रकार: DHC रकम: ₹.2000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0124035015531 दिनांक: 03/01/2024

बँकेचे नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH013405932202324E दिनांक: 03/01/2024

बँकेचे नाव व पत्ता:

मूळ दस्तऐवज परत मिळाला,

पक्षकाराची प्रती

लिपीत

सह मुख्यम निबंधक पनवेल ४

सूची क्र.2



03/01/2024

03/01/2024

गावाचे नाव पडण

1) 127/नामा
2) 35,34000
3) 1997044 4

1) पात्रिकेचे नाव-रायगड इतर वर्णाने, इतर माहिती विभागा 6 दर 49400/- मधील प्लॉट नं. 279, सेक्टर 01, मौज वडपूर, पुराने नाव का. पंतप्रधान रायगड, क्षेत्र. 29.984 चौ मी कार्पेट एरिया आणि 4.446 एकराकडुमिच्छे छेता एरिया या मिळविलेले ((SECTOR NUMBER : 01 ; Plot Number . 279 ,))

15 क्षेत्रफळ

1) 29.984 चौ.मीटर

16 आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.

1): नाव:-मे. वेंकटेशा रियल्टी तर्फे प्रोप्रा. मनोज जयसिंग डोगरे वय:-34; पत्ता:-प्लॉट नं. 26ए, सेक्टर 7, खानपूर, एम.पी. कम्पाऊंड, इमारतीचे नाव:-, ब्लॉक नं. 1, रोड नं: 910, द लॅन्डमार्क, प्लॉट नं 26ए, सेक्टर 7, खानपूर, एम.पी. कम्पाऊंड, इमारतीचे नाव:-, ब्लॉक नं. 1, रोड नं: एच-436, वरचे ओवळे, पारगाव, ता. पनवेल, जि. नायगड, महाराष्ट्र, RAIGARH(MH). पिन कोड:-410210 पॅन नं:-AMQPD9369R
2): नाव:-मंमती देणार - सत्यवान रामचंद्र यादव आणि राजेंद्र रामदास धरत या दोघांच्या इतर आकारणी म्हणून मे. वेंकटेशा रियल्टी तर्फे प्रोप्रा. मनोज जयसिंग डोगरे वय:-34; पत्ता:-प्लॉट नं. 26ए, सेक्टर 7, खानपूर, एम.पी. कम्पाऊंड, इमारतीचे नाव:-, ब्लॉक नं. 1, रोड नं: एच-436, वरचे ओवळे, पारगाव, ता. पनवेल, जि. नायगड, महाराष्ट्र, RAIGARH (MH). पिन कोड:-410206 पॅन नं:-AMQPD9369R

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

1): नाव:-भुषण अनंत भौड . . वय:-33; पत्ता:-प्लॉट नं. 1, माळा नं. 1, इमारतीचे नाव:-, ब्लॉक नं. 1, रोड नं: 69, एस. पी. कम्पाऊंड, डॉ. एम. एस. राव रोड, एम. डी. कॉलेज जवळ, परेल-पूर्व, मुंबई, महाराष्ट्र, MUMBAI. पिन कोड:-400012 पॅन नं:-AZRPB7531M
2): नाव:-प्रजा भुषण भौड . . वय:-34; पत्ता:-प्लॉट नं. 1, माळा नं. 1, इमारतीचे नाव:-, ब्लॉक नं. 1, रोड नं: 69, एस. पी. कम्पाऊंड, डॉ. एम. एस. राव रोड, एम. डी. कॉलेज जवळ, परेल-पूर्व, मुंबई, महाराष्ट्र, MUMBAI. पिन कोड:-400012 पॅन नं:-CQLPK2332Q

(9) दस्तऐवज करून दिल्याचा दिनांक

03/01/2024

(10) दस्त नोंदणी केल्याचा दिनांक

03/01/2024

(11) अनुक्रमांक, खंड व पृष्ठ

244/2024

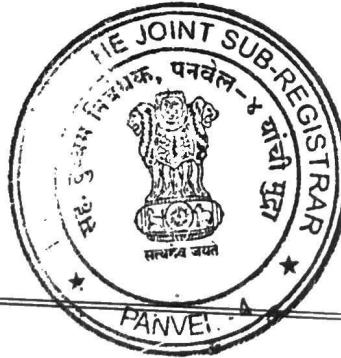
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क

212100

(13) बाजारभावाप्रमाणे नोंदणी शुल्क

30000

(14) श्रेय



दस्तासोबतची सूची क्रमांक II

सह दुय्यम निबंधक वर्ग २,
पनवेल-४

मुल्यांकनासाठी विचागत घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना 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.

AGREEMENT FOR SALE

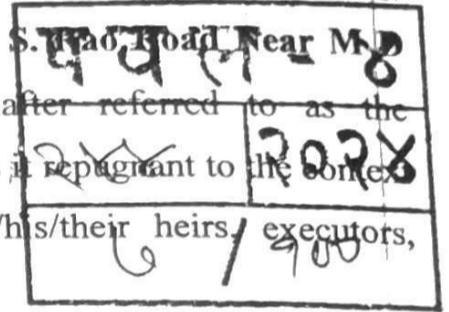
THIS AGREEMENT FOR SALE is made and entered into at Panvel on this 03rd day of January, 2024.

BETWEEN

M/s. VENKATESHA REALTY, through its Proprietor MR. MANOJ JAYSING DONGARE, Pan No. AMQPD9369R, having office at 910, The Landmark, Plot 26A, Sector-7, Kharghar, Navi Mumbai 410210 hereinafter referred to as "THE PROMOTER/DEVELOPERS" (which expression shall unless it is repugnant to the context or meaning thereof shall be deemed to mean and include her/his/their heirs, executors, administrators, and assigns) **OF THE FIRST PART;**

AND

1. MR. BHUSHAN ANANT BHAUD, Age: 33 years, Pan No.: AZRPB7531M, Addhar No 657272249596 & 2. PRADNYA BHUSHAN BHAUD Age: 34 years, Pan No.: CQLPK2332Q, Addhar No 684619131754 residing at 69, S. P. Compound, Dr. S. S. Rao Road Near M.D. College Parel East Mumbai, Maharashtra - 400012. Hereinafter referred to as the "ALLOTTEE(S) /PURCHASER(S)" (which expression shall unless it is repugnant to the context or meaning thereof shall be deemed to mean and include her/his/their heirs, executors, administrators, and assigns) **OF THE SECOND PART;**



AND

1) Satyawan Ramchandra Yadav, Age: 60 years, Pan No.: AIQPY0129 A residing at Pargaon, Raigad - 410206, and 2) Rajendra Ramdas Gharat, Age: 45 years, Pan No.: AUNPG4524C residing at H- 436, Varche Owale, Pargaon, Raigad - 410206, hereinafter referred to as "CONFIRMING PARTIES/ORIGINAL LICENSEES", (which expression shall unless it is repugnant to the context or meaning thereof shall be deemed to mean and include her/his/their heirs, executors, administrators, and assigns) **OF THE THIRD PART;**



WHEREAS:

(a) **THE CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED**, is a company incorporated under the Companies Act, 1956 (I of 1956) (hereinafter referred to as "THE CORPORATION") and having its registered office at Nirmal, 2nd Floor, Nariman Point, Mumbai- 400 021. The Corporation has been declared as a New Town Development Authority under the provisions of Sub Section (3A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act No.-XXXVII of 1966) (hereinafter referred to as "THE SAID ACT") for the New Town of Navi Mumbai by the Government of Maharashtra in the exercise of its powers for the area designated as site for a New Town under Sub-Section (1) of Section 113 of the said Act;

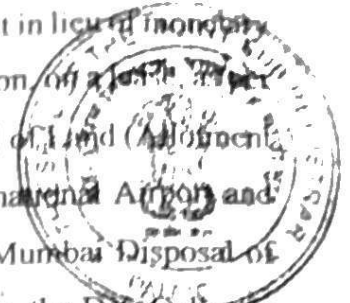

PROMOTER


ALLOTTEE

28.05.2014 and as per circular issued by the Corporation bearing no
 "CHD/CO/V/SA/NaVi/1a/2014" dated 19.09.2014 and as determined by the District
 Rehabilitation Officer Raigad, with the approval of the Collector Raigad, or as per the
 award declared by the Deputy Collector (Land Acquisition), as the case may be.

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(g) The land hereinafter mentioned, owned by the licensees was notified under the Land Acquisition Act. The landowner has opted for a developed plot in lieu of monetary compensation. This development plot will be allotted by the Corporation, of a Metro Centre (Metro Centre) under the provisions, terms, and conditions under the Navi Mumbai Disposal of Land (Allotment) of Plots to Airport Project Affected Persons for Navi Mumbai International Airport and purposes allied thereto) (Amendment) Regulations, 2015 and Navi Mumbai Disposal of Land Regulations 2008 and as per GR dated 01.03.2014. Accordingly, the Dy. Collector (Land Acquisition), Metro Centre No.1 Panvel, who is an officer delegated with the powers under the LA Act, 1894 by the State Government, declared Award under the LA Act, 1894, specifying therein, the area of the plot to be allotted to the licensee in lieu of monetary compensation as per the option and consent given by him.



Details of land acquired along with structures standing thereon as per Award

Relevant details of the Structure(s)

Award No.	Name of the Structure Owner	Building No. as per survey	Structure No. as per survey	Use of Structure	Area admissible for determining eligibility	Area of the plot to be allotted
VOV-ICOGD-293	1) Satywan Ramchandra Yadav, 2) Rajendra Ramdas Gharat	293	VO-265 VO-266	Residential	131.95	400

(h) As per directives and policies of the State Government, referred to hereinabove and as per the award declared by the Dy. Collector (Land Acquisition) concerned, the Corporation has allotted to the Licensee, vide its allotment letter No 2015/5052 dated 01/06/2017, piece and parcel of land bearing Plot No. 279, admeasuring about 400 Sq. Mtrs., Sector 1, lying, being and situated at Village: Vadghar, Node: Pushpak, Tal: Panvel and Dist.: Raigad, which is written hereinafter and more particularly described in SCHEDULE I (hereinafter referred to as the said Plot") for the purpose of constructing a building or building on the terms and conditions hereinafter contained.

Description of Land allotted


 PROMOTER


 ALLOTTEE

Place/Node	Plot No.	Sector No.	Area in Sq. Meters
PUSHPAK (VADGHAR)	279	1	400

- (i) The licensee has, before the execution of this Agreement paid to the Corporation on 23/02/2018 a sum of Rs.60/- (Rupees Sixty Only) being "Lease Rent" for the period of (Sixty) years at the rate of Rs.1/- per annum as per the letters from the Urban Development Corporation bearing No. UD-812/CR-274/UD-10 Dated 18th August, 2014 and No. CIL/1812/CR-274/UD-10 Dated 06th October, 2015.

UD-812/CR-274/UD-10	
288	2028
90 / 900	

- (j) An Agreement to Lease dated 23/02/2018 executed between the CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD., of the ONE PART and Shri. Satyawan Ramchandra Yadav and Shri. Rajendra Ramdas Gharat (hereinafter referred to as the "the Original Licensee") of the OTHER PART therein called "the Licensees" as per the terms and conditions mentioned in the said Agreement to Lease. The same is duly registered before the Sub Registrar of Assurance at Panvel on 26/02/2018 under its Registration Document Serial No. PVL-2/2435/2018.



- (k) On payment of the entire lease premium & execution of Lease Agreement, the Corporation handed over the possession of the said Plot to the Original Licensees.
- (l) The said Original Licensees by virtue of the Development Agreement dated 24/04/2023 have conveyed transferred and assigned 50%, of their development rights, title, interest and benefits of the said Plot of land in favour of M/s. Venkatesha Realty through Shri. Manoj Jaysing Dongare and the same is duly registered with the Sub-Registrar of Assurances at Panvel, vide its Registration Receipt No.5849 and Registration Document Serial No. PVL-4/5462/2023 on 24/04/2023 (hereinafter referred to as "the said Development Agreement").
- (m) In pursuance of the said Development Agreement, Shri. Satywan Ramchandra Yadav and Shri. Rajendra Ramdas Gharat executed a separate Power of Attorney dated 24/04/2023 in favour of M/s. Venkatesha Realty through its Proprietor Mr. Manoj Jaysing Dongare. The same is duly registered with the Sub-Registrar of Assurances at Panvel, bearing document registration document serial no. PVL-4/5463/2023 on 24/04/2023 (hereinafter referred to as "the said Power of Attorney").


PROMOTER

 
ALLOTTEE

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पयल - ४	२०२४
११ / ११११	

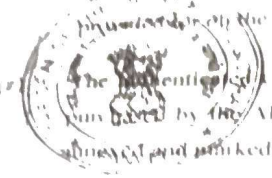
- (n) By virtue of the said Development Agreement, the Promoter is ~~absolutely owned and~~ possessed of and well and sufficiently entitled to develop the said Land ~~in accordance with~~ the recitals hereinabove,
- (o) The Vendor/Lessor/Original Owner/Promoter is in possession of the project land
- (p) The Promoter has proposed to construct on the project land one building (plus Six upper floors);
- (q) The Allotted is offered an Apartment bearing number 203 on the 2nd Floor, therein after referred to as the said "Apartment") in the building called "APEX PARADISE" (herein after referred to as the said "Building") being constructed by the Promoter;
- (r) The Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;
- (s) The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Maha-Rera on 7-7-2023.
- (t) The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.
- (u) By virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;
- (v) On demand from the allottee, the Promoter has given inspection to the Allotted of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Mr. Atul Patel and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;
- (w) The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively;




PROMOTER


ALLOTTEE

प्लान - ४
2028



copies of the plans of the Layout as approved by the concerned local authority have been annexed hereto and marked as Annexure C. 1

The authentic copies of the plans of the Layout as proposed by the Promoter which the construction of the buildings and open spaces are proposed to be constructed on the said project have been annexed hereto and marked as Annexure C. 2

The authentic copies of the plans and specifications of the Apartment agreed to be allotted, as sanctioned and approved by the local authority have been annexed and marked as Annexure D.

- (aa) The Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;
- (bb) While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.
- (cc) The Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.
- (dd) The Allotted has applied to the Promoter for allotment of an Apartment No. 203 on 2nd Floor, situated in the building Apex Paradise,
- (ee) The carpet area of the said Apartment is 29. 984 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 balcony appurtenant to the said Apartment for exclusive use of the Allotted or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allotted, but includes the area covered by the internal partition walls of the apartment.
- (ff) 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;
- (gg) Prior to the execution of these presents the Allotted has paid to the Promoter a sum of


PROMOTER


ALLOTTEE

Rs. 3,53,400 (Rupees Three Lakh Fifty Three Thousand Four Hundred Only), being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allotted as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allotted has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

49/11-8	2028
[Signature]	

- (hh) The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority bearing no. P52000051824, authenticated copy is attached in Annexure
- (ii) Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.



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 Allotted hereby agrees to purchase the Said Apartment and the garage/covered parking (if applicable).

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

1. The Promoter shall construct the said building/s consisting of Ground and upper Six floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.
- 1(a) (i) The Allotted hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allotted Apartment No. 203 of carpet area admeasuring 29.984 Sq. Meters Exclusive Chajja area 4.446 Sq. Meter on 2nd floor in the building Apex Paradise (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs. 35,34,000/- Rupees Thirty Five Lakhs Thirty Four Thousand Only including Rs.0/- (Rupees NIL only) being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. The purchase price of the Apartment as mentioned above, is determined on the basis of above referred carpet area of the apartment which Allotted/s agree/s and confirm/s. Thus, the other appurtenant area such as terrace if any, balcony if any, service shaft if any, exclusive verandah, if any are neither included in the carpet area nor are considered for determining the purchase price.

[Signature]
PROMOTER

[Signature]
ALLOTTEE

... Fifty Three Thousand Four Hundred Only), being
... Payment of the sale consideration of the Apartment agreed to be ... by the Promoter
... to the Allotted as advance payment or Application Fee (the payment and receipt whereof
... the Promoter both hereby admit and acknowledge) and the Allotted has agreed to ...
... the Promoter the balance of the sale consideration in the manner hereinafter appearing

19/07/2018
2018
19/07/2018





- (hh) The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority bearing no. P52000051824, authenticated copy is attached in Annexure ...
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PROMOTER

 
ALLOTTEE

1(g) 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 a 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.

प व ले - ४	Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in each building wing.
२०४	२०२४
१० 2.1	१०००



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 said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

It is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 400 square meters only and Promoter has planned to utilize Floor Space Index of 2.5 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only till conveyance/assignment of leasehold rights.

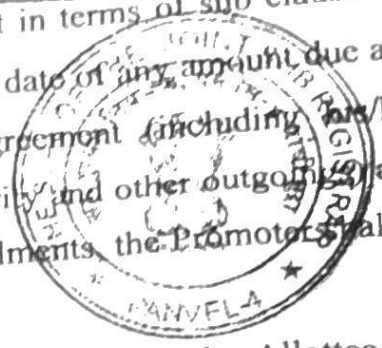

PROMOTER


ALLOTTEE

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee to the Promoter.

4.1.1	
25/5	30/7/2026
96 / 9150	

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:



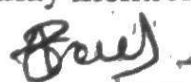
Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and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

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of liquidated damages and or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5. **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 Annexure 'E', annexed hereto.**

6. **The Promoter shall give possession of the Apartment to the Allottee on or before 30/06/2026. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned**


PROMOTER


ALLOTTEE

पत्र - ४
Limit prescribed by
execution thereof
२८ / १८८

of lease at the proper registration office of registration within
Registration Act and the Promoter will attend such office

26. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post or by email ID/Under Certificate of Posting at their respective addresses specified below:



MR. BHUSHAN ANANT BHAUD.
69, S. P. Compound, Dr. S. S. Rao Road,
Near M D Collage, Parel East, Mumbai, Maharashtra-400012
Notified Email ID: _____

M/s VENKATESHA REALTY
910, The Landmark, Plot No. 26A,
Sector 07, Kharghar, Navi Mumbai - 410210.
Notified Email ID: venkatesharealty@gmail.com

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

28. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

29. Stamp Duty and Registration: - The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

30. Dispute Resolution: - Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the MahaRera Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations thereunder.

31. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be

PROMOTER

ALI OTTEE

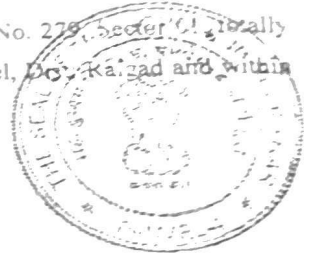
construed and enforced in accordance with the laws of India for the time being in force and the
Mumbai courts will have the jurisdiction for this Agreement

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and
signed this Agreement for sale at Panvel (city/town name) in the presence of attesting witnesses
signing as such on the day first above written.

4977-8	
245	2028
28/10	

SCHEDULE - I
(THE SAID PLOT ABOVE REFERRED TO)

All that piece and parcel of land and ground comprising of land bearing Plot No. 278, Section 11, totally
admeasuring 400 Sq. Meters of revenue Village. Vadghar, Pushpak, Tal: Panvel, Dist: Raigad and within
the limits off Panvel Municipal Corporation and bounded as under:



- On or Towards the East : Plot No. 274
- On or Towards the West : 11 M Wide Road
- On or Towards North : Plot No. 280
- On or Towards South : Plot No. 278

SCHEDULE - II

(SAID APARTMENT ABOVE REFERRED TO)

Flat No. 203 of carpet area admeasuring 29.984 Sq. Meters Exclusive Chajja area 4.446 Sq. Meter on the
2nd residential floor of the New Building named "Apex Paradise" which is constructed in or upon the above
referred said Plot, which apartment is shown on the floor plan thereof as Annexure 'D',

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR HANDS THIS 23rd
DAY OF January 2024 AT PANVEL.

THE COMMON SEAL OF THE WITHIN NAMED "PROMOTER"

M/s. VENKATESHA REALTY

Through its Proprietor,

1) **MR. MANOJ JAYSING DONGARE**



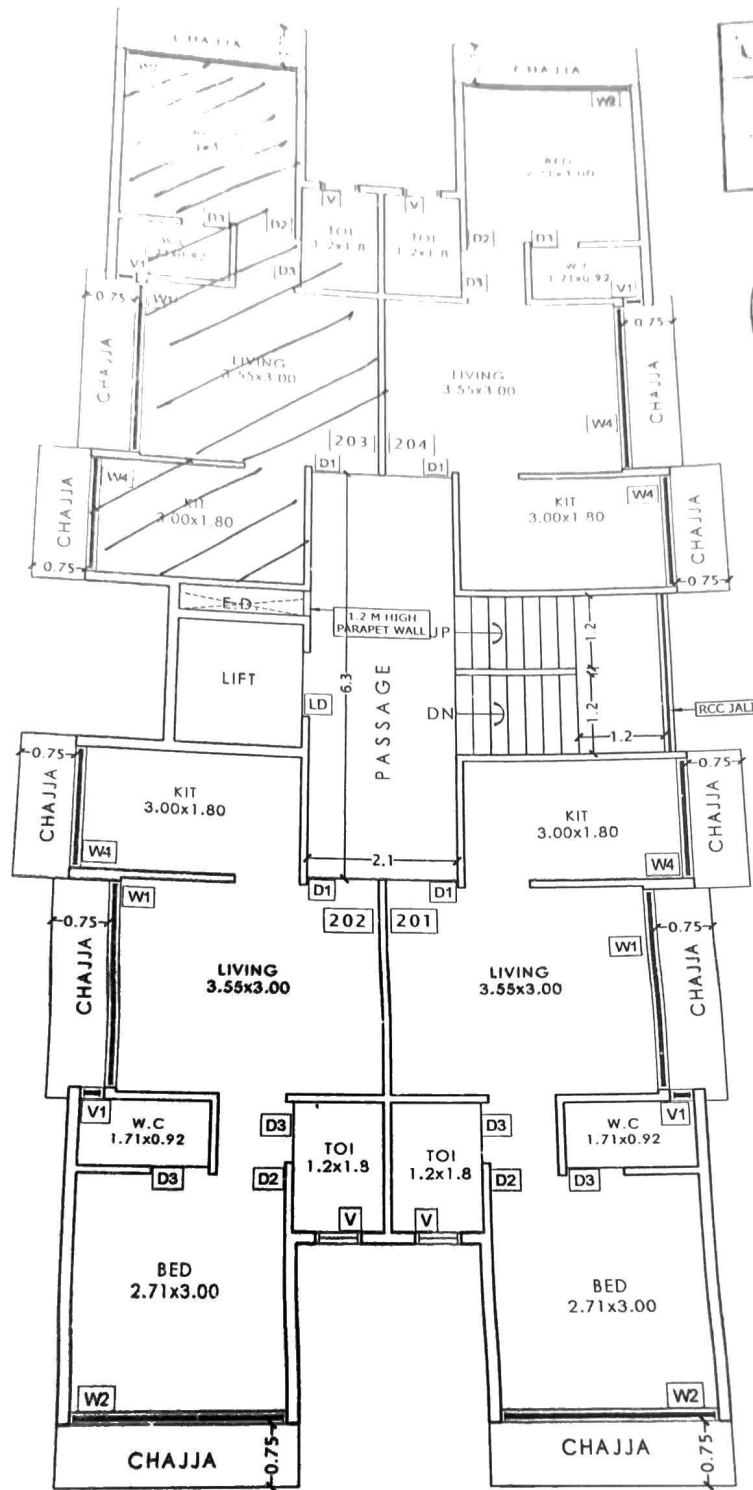
Sign



Photo



Left Thumb



44/1-8
2028 2028
23/700



**PROPOSED RESIDENTIAL BUILDING
AT PLOT NO.279, SECTOR.01, PUSHPAK NODE, NAVI MUMBAI.**

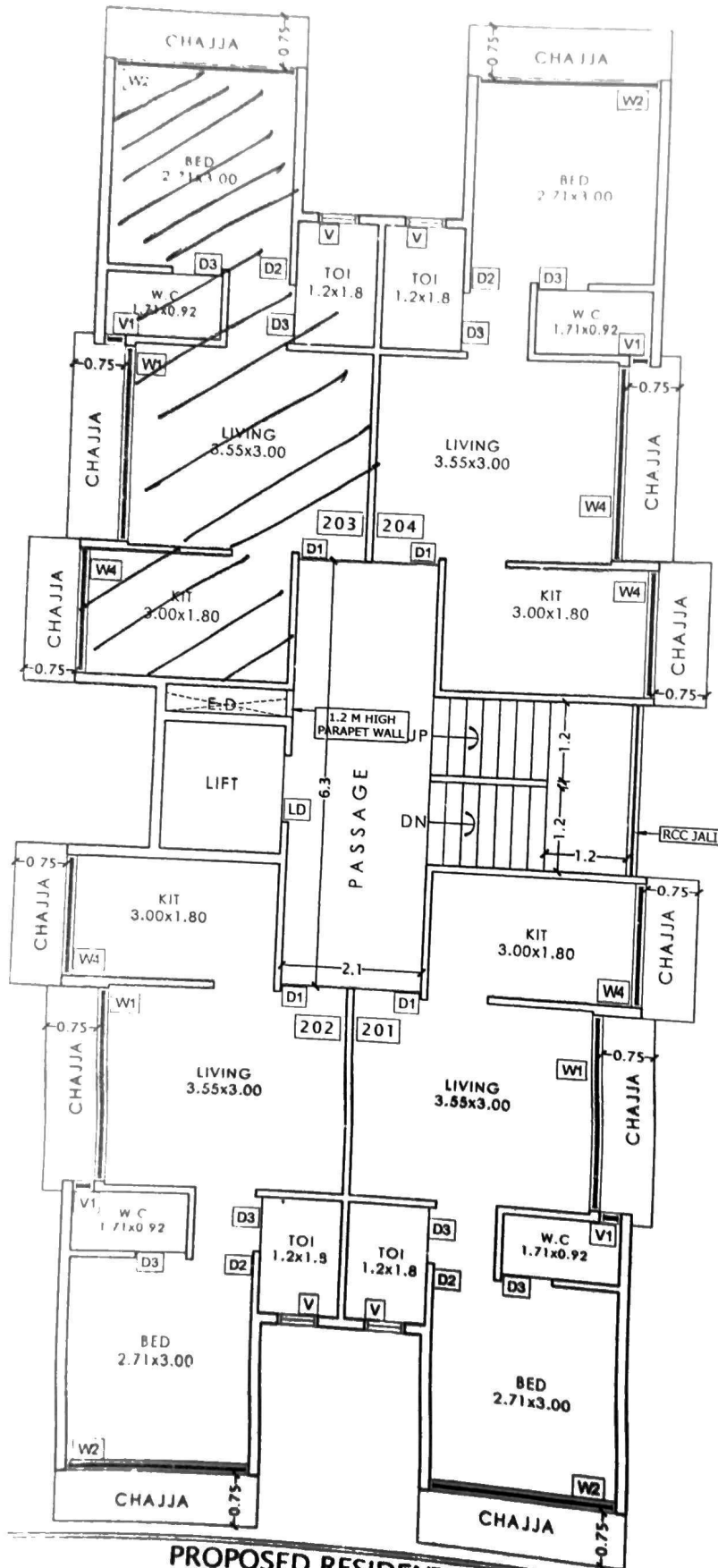
DEVELOPERS	FLAT NO.	203
	FLOOR	SECOND
	CARPET AREA	
	TERRACE AREA	

SIGNATURE OF DEVELOPERS

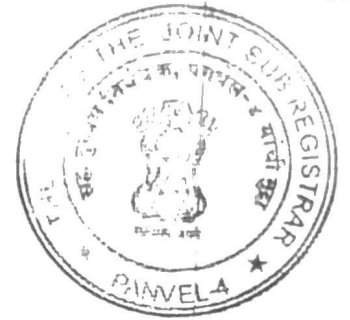
[Handwritten Signature]

SIGNATURE OF PURCHASER

[Handwritten Signature]



पयल - ४
 २४ २०२४
 ३३ / १००



PROPOSED RESIDENTIAL BUILDING
 AT PLOT NO.279, SECTOR.01, PUSHPAK NODE, NAVI MUMBAI.

DEVELOPERS

FLAT NO.	FLOOR	CARPET AREA
203		



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 :
P52000051824

Project: Apex Paradise , Plot Bearing / CTS / Survey / Final Plot No.: **Plot No- 279, Sector -1 at Vadghar (CT), Panvel, Raigarh, 410206;**

1. **Mr./Ms. Manoj Jaysing Dongare** son/daughter of **Mr./Ms. Jaysing Babu Dongare** Tehsil: **Panvel, District: Raigarh, Pin: 410210**, situated in State of Maharashtra.
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 **07/07/2023** and ending with **30/06/2026** 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.

पवल - ४	
२४४	२०२४
३५ / १००	

Signature valid
Digitally Signed by
Dr. Vasant Pramanand Prabhu
(Secretary, MahaRERA)
Date: 07-07-2023 11:10:17



Dated: 07/07/2023

Signature and seal of the A:

202401036369

मूल्यांकन पत्रक (ग्रामीण क्षेत्र - बांधीव)

03 January 2024

वर्ष 2023
 जिल्हा रायगड
 तालुका पनवेल
 गाव वडघर
 क्षेत्र Rural

वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.

जमीन निवासी सदनिका
 49400

कार्यालय

दुकाने

सर्व्हे नंबर / न. भू. क्रमांक :

औद्योगिक

मोजमापनाचे एकक
चौ मीटर

बांधीव क्षेत्राची माहिती

मिळकतीचे क्षेत्र - 40.426 चौ. मीटर
 बांधकामाचे वर्गीकरण - 1-आर सी सी
 उद्भवान सुविधा - आहे

मिळकतीचा वापर -
 मिळकतीचे वय -
 मजला -

निवासी सदनिका
 0 TO 2 वर्षे
 1st To 4th Floor

मिळकतीचा प्रकार -
 मूल्यदर/बांधकामाचा दर -

बांधीव
 Rs.4390/-

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)

= (((49400-4390) * (100 / 100)) + 4390)

= Rs.49400/-

मजला निहाय घट/वाढ

= 100% of 49400 = Rs.49400/-

मुख्य मिळकतीचे मूल्य

= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र

= 49400 * 40.426

= Rs.1997044.4/-

Applicable Rules :

3,18,19

एकत्रित अंतिम मूल्य

= मुख्य मिळकतीचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + लागतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + तळघराचे मूल्य + मेझनाईन मजला क्षेत्र मूल्य + बंदिस्त बाल्कनी + स्वयंचलित वाहनतळ

= A + B + C + D + E + F + G + H + I + J

= 1997044.4 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0

= Rs.1997044/-

= ₹ एकोणवीस लाख सत्पाणव हजार चव्वेचाळीस /-

पवल - ४
 २४/१०/२४
 १०/१००



Parth Chande

Advocate Bombay High Court
(BLS-LLB)
288 2028
89 / 900

Entry No. 1:

Agreement to Lease dated 23/02/2018, registered at Serial No. PVL-2/2435/2018 on 26/02/2018 between CIDCO Ltd through Estate Officer and Shri. Satywan Ramchandra Yadhav and Shri. Rajendra Ramdas Gharat.

Entry No. 2:

Development Agreement dated 24/04/2023 registered at Serial No. PVL-4/5462/2023 on 24/04/2023 between Shri. Satywan Ramchandra Yadhav Proprietor Mr. Manoj Jaysing Dongare and M/s. Venkatesha Realty through its

5. On the basis of the above documents placed before me, I hereby certify that M/s. Venkatesha Realty through its Proprietor Mr. Manoj Jaysing Dongare are the Lessee/the said Licensee of the said Plot and they are entitled to develop the said Plot and the title of the said Plot is clear, marketable and free from all encumbrances.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land bearing Plot No. 279, totally admeasuring 400 Sq. Meters, lying being and situated at Sector 1, Village Vadghar, Tal: Panvel, Dist: Raigad and bounded as follows:

- On or towards the North by : Plot No. 280
- On or towards the South by : Plot No. 278
- On or towards the East by : Plot No. 274
- On or towards the West by : 11M Wide Road

Place: Navi Mumbai
Date: 07/07/2023

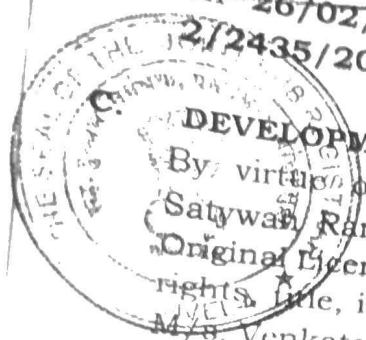


Parth Chande
Advocate



4478	SATYWAN
288	GHARAT
92	Space Index

RAMCHANDRA YADHAV and SHRI. RAJENDRA RAMDAS GHARAT (the Licensee Party of the OTHER PART and the Licensee) permitted to construct building on the said Plot with available F.S.I. (Floor Space Index) and the above said Agreement to Lease had been registered with the Concerned Sub-Registrar of Assurances at Panvel, Dist. Palghar on **26/02/2018** under its Registration Document Serial No. **PVL-4/2435/2018**.



DEVELOPMENT AGREEMENT & POWER OF ATTORNEY

By virtue of the Development Agreement dated **24/04/2023**, Shri. Satywan Ramchandra Yadhav and Shri. Rajendra Ramdas Gharat, the Original Licensees has sold, transferred and assigned all their development rights, title, interest and benefits of the said Plot of land in favour of the M/s. Venkatesha Realty through its Proprietor Mr. Manoj Jaysing Dongare and the same is duly registered with the Sub-Registrar of Assurances at Panvel, vide its Registration Receipt No. **5849** dated **24/04/2023** and Registration Document Serial No. **PVL-4/5462/2023** on **24/04/2023** (hereinafter referred to as "**the said Development Agreement**").

The Original Licensees i.e., Shri. Satywan Ramchandra Yadhav and Shri. Rajendra Ramdas Gharat also executed a separate Power of Attorney dated **24/04/2023** duly registered in the office of the Sub Registrar of Assurance at Panvel; under Registration Document Serial No. **PVL-4/5463/2023** (hereinafter referred to as "**the said Power of Attorney**") in pursuance to the said Development Agreement.

D. COMMENCEMENT CERTIFICATE

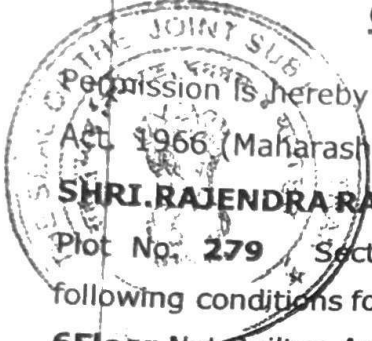
The Lessees of the plot had made an application to the Town Planning Department of CIDCO of Maharashtra Ltd. for its approval to construct Residential Cum Mercantile Business [Commercial] Building 1 Ground + **6 Upper Floors** on the said Plot and the same is approved and Development Permission & Commencement Certificate is issued by the Associate Planner (BP), the Town Planning Dept. of CIDCO of Maharashtra Ltd. bearing Ref No. **CIDCO/BP-17750/TPO (NM & K)/2020/8417** dated **08/06/2023**.



पयल - ४	
२४४	२०२०
Reference No. : CIDCO/BP-17750/TPO(NM & K)/2020/8417 ५२/१००	

Date : 8/6/2023

COMMENCEMENT CERTIFICATE



Permission is hereby granted under section - 45 of the Maharashtra Regional and Town Planning Act, 1966 (MaharashtraXXXVII) of 1966 to M/s **SHRI.SATYAWAN RAMCHANDRA YADAV AND SHRI.RAJENDRA RAMDAS GHARAT , AT & POST PARGAON, TAL-PANVEL, DIST-RAIGAD** Plot No. **279** Sector 1, Node **Pushpak** . As per the approved plans and subject to the following conditions for the development work of the proposed **Residential** in **1Ground Floor** .

6Floor Net Builtup Area **946.7** Sq m .

Details	Resi.	Comm.	Other
BUA (In Sq.M.)	946.69	0	0
UNIT (in Nos.)	22	0	0

- A.** The commencement certificate/development permission, as approved, shall remain valid for 4 years in the aggregate but shall have to be renewed every year from the date of its issue as per section 48 of the MR&TP Act, 1966 read with regulations no. 2.7.1 of UDCPRs, unless the work is commenced within the validity period.
- B.** Applicant Should Construct Hutments for labours at site.
- C.** Applicant should provide drinking water and toilet facility for labours at site.

1. This Certificate is liable to be revoked by the Corporation if :-

- 1(a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the Sanctioned plans.
- 1(b) Any of the conditions subject to which the same is granted or any of the restrictions imposed upon by the corporation is contravened.
- 1(c) The Managing Director is satisfied that the same is obtained by the applicant through fraud or Misrepresentation and the applicant and/or any person deriving title under him, in such an event shall be deemed to have carried out the development work in contravention of the conditions.

Thanking You

Yours faithfully,

Signature
valid

Digitally signed by
BHUSHAN RAMCHANDRA YADAV

Reference No. : CIDCO/BP-17750/TPO(NM & K)/2020/8417

प व ल - ४	
२५.८	२०२६
५१	१९५

Date : 8/6/2023



SANCTION OF BUILDING PERMISSION AND COMMENCEMENT CERTIFICATE



To,

Sub : Development Permission for **Residential** Building on Plot No. **279** , Sector 1 at **Pushpak** , Navi Mumbai.

Ref : Ancillary FSI NOC vide CIDCO/ACLSO/R&R/VOV-ICOGD-293/2022/3149/E-147559 dated 08.09.2022

Dear Sir / Madam,

With reference to your application for Development Permission for **Residential** Building on Plot No. **279**, Sector 1 at **Pushpak** , Navi Mumbai. The Development Permission is hereby granted to construct **Residential** Building on the plot mentioned above. The Commencement Certificate / Building Permit is granted under Section 45 of the said Act is enclosed herewith, subject to the conditions mentioned therein with following conditions:

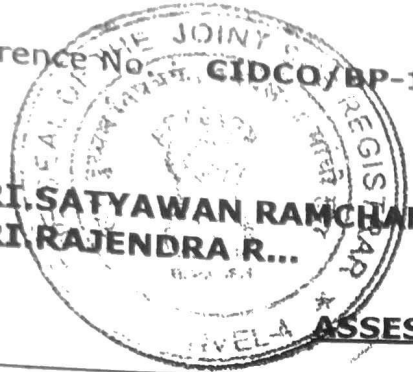
1. The land vacated in consequence of the enforcement of the set-back rule shall form part of the public street in future.
2. No new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy certificate is granted.
3. The Commencement Certificate/ Building permit shall remain valid for a period of one year commencing from the date of its issue unless the work is not commenced within the valid period.
4. This permission does not entitle you to develop the land which does not vest in you.

497-8
288 2028
40/400

Reference No. **CIDCO/BP-17750/TPO(NM & K)/2020/8417**

Date : 8/6/23

To,
**SHRI.SATYAWAN RAMCHANDRA YADAV AND
SHRI.RAJENDRA R...**



ASSESSMENT ORDER FOR LABOUR CESS ORDER NO. 2023/134

Unique Code No.	2	0	2	3	0	4	0	2	1	0	2	3	7	4	5
-----------------	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Sub : Payment of Construction & Other Workers Welfare Cess charges for Residential on Plot No. 279, Sector 1 at Pushpak , Navi Mumbai.

Ref : 1)Your Proposal No. .CIDCO/BP-17750/TPO(NM & K)/2020 dated 04 December, 2020

**ORDER OF ASSESSMENT OF CONSTRUCTION & OTHER WORKERS WELFARE CESS
(AS PER BUILDING AND OTHER CONSTRUCTION WORKER'S WELFARE CESS RULES, 199**

- 1) Name of Assessee : **SHRI.SATYAWAN RAMCHANDRA YADAV AND SHRI.RAJENDRA RAMDAS GHARAT**
- 2) Location : **Plot No. 279, Sector 1 at Pushpak , Navi Mumbai.**
- 3) Plot Use : **Residential**
- 4) Plot Area : **399.27**
- 5) Permissible FSI : **1.5**
- 6) GROSS BUA FOR ASSESSEMENT : **1144.33 Sq.mtrs.**
- A) ESTIMATED COST OF CONSTN. : **Rs. 26620**
- B) AMOUNT OF CESS : **Rs. 137339**

7) Payment Details

Sr. No.	Challan Number	Challan Date	Challan Amount	Receipt Number	Receipt Date	Modi
1	20230402102374502	21/4/2023	137339	20230402102374502	26/4/2023	Net 3000

Reference No. : CIDCO/BP-17750/TPO(NM & K)/2020/8417

Date : 8/6/2023

To:
SHRI.SATYAWAN RAMCHANDRA YADAV AND
SHRI.RAJENDRA R...

ASSESSMENT ORDER FOR DEVELOPMENT CHARGES & OTHER CHARGES NO. 2021/82

Sub : Payment of New development charges for Residential Building on Plot No. 279, Sector 1 at Pushpak, Navi Mumbai.

Ref : Ancillary FSI NOC vide CIDCO/ACLSO/R&R/NOV-ICOGD-293/2022/3149/E-147559 dated 08.09.2022
Your Proposal No. .CIDCO/BP-17750/TPO(NM & K)/2020 dated 04 December, 2020

ORDER OF ASSESSMENT OF DEVELOPMENT CHARGES.

(AS PER MAHARASHTRA REGIONAL & TOWN PLANNING (AMENDED) ACT 2010)

- Name of Assessee : SHRI.SATYAWAN RAMCHANDRA YADAV AND SHRI.RAJENDRA RAMDAS GHARAT
- Location : Plot No. 279, Sector 1 at Pushpak, Navi Mumbai
- Plot Use : Residential
- Plot Area : 399.27
- Permissible FSI : 1.5
- Rates as per ASR : 13600

Sr. No.	Budget Heads	Particulars	
		Formula	Formula Calculation Values
1	Scrutiny Fees	Total Built up Area * Rate	Resi:598.905 * 8

Total Assessed Charges

7) Date of Assessment : 21 April, 2023

8) Payment Details

Sr. No.	Challan Number	Challan Date	Challan Amount	Receipt Number	Receipt Date	Mode
1	CIDCO/BP/2020/1935	11/30/2020	4791	00427/TPO/Account/7609/2020	1/12/2020	Demand Draft
2	CIDCO/BP/2023/1585	04/21/2023 6:45:45 PM	100	00111/TPO/Account/7609/2023	25/4/2023	Demand Draft

Unique Code No. 2023 04 021 02 3745 02 is for this New Development Permission for Residential Building on Plot No. 279, Sector 1 at Pushpak, Navi Mumbai.

Thanking You

Yours faithfully,

Signature
valid

