

74/1976

पावती

Original/Duplicate

Monday, February 12, 2018

नोंदणी क्रं. :39म

11:29 AM

Regn.:39M

पावती क्रं.: 2874

दिनांक: 12/02/2018

गावाचे नाव: घोडबंदर

दस्तऐवजाचा अनुक्रमांक: टनन2-1976-2018

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: राहुल गणपत धोंडवड - -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1480.00

पृष्ठांची संख्या: 74

एकूण:

रु. 31480.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे

11:29 AM ह्या वेळेस मिळेल.

Joint Sub-Registrar Thane 2

**सह दुय्यम निबंधक, ठणे क्र. २**

बाजार मूल्य: रु.6327500 /-

मोबदला रु.7807266/-

भरलेले मुद्रांक शुल्क : रु. 468500/-

1) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH009953481201718R दिनांक: 25/01/2018

बँकेचे नाव व पत्ता: IDBI

2) देयकाचा प्रकार: By Cash रक्कम: रु 1480/-

P. G. Dhundelwad

*(Handwritten Signature)*



12/02/2018

मूची क्र.2

दुय्यम निबंधक : सह दु.नि.ठाणे 2

दस्त क्रमांक : 1976/2018

नोंदणी :

Regn:63m

## गावाचे नाव : 1) घोडबंदर

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	7807266
(3) बाजारभाव (भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	6327500
(4) भू-मापन, पोटहिस्सा व धरक्रमांक (असल्यास)	1) पालिकेचे नाव: मिर्गा-भाईंदर मनपा इतर वर्णन : सदनिका नं: 1604, माळा नं: 16वा मजला, इमारतीचे नाव: लोढा मीरा रोड प्रोजेक्ट 1, टॉवर 2, ब्लॉक नं: घोडबंदर, तालुका-त्रिव्हा ठाणे, इतर माहिती: क्षेत्र 659 चौ फुट म्हणजेच 61.22 चौ मी कारपेट, सोबत एक कार पार्किंग (( Survey Number : 90/3व, 91/1क, 91/2, 98/2 व दस्तात नमूद केल्याप्रमाणे. ; ))
(5) क्षेत्रफळ	1) 61.22 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून देवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:-बेल्लिसिमो महावीर अँसोसिएट इवेलर्स प्रा. लि. तर्फे कु. मु. सुरेन्द्रन नायर तर्फे कबुलीजबाबासाठी कु. मु. पंडरी केसरकर वय:-44; पत्ता:-प्लॉट नं:-, माळा नं: 4था मजला, इमारतीचे नाव: 412, 17जी वर्धमान चेंबर, ब्लॉक नं: हॉर्निमन सर्कल, फोर्ट, मुंबई, रोड नं: कावमजी पटेल रोड, महाराष्ट्र, मुम्बई. पिन कोड:-400001 पॅन नं:-AAHCB4262F
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:-राहुल गणपत धोंडवड - - वय:-31; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: डी-1 903 दत्त दिगंबर कोहीसो, ब्लॉक नं: चारकोप, कांदिवली-पश्चिम, मुंबई, रोड नं:-, महाराष्ट्र, मुम्बई. पिन कोड:-400067 पॅन नं:-AOGPD9873A 2): नाव:-पल्लवी राहुल धोंडवड - - वय:-26; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: डी-1 903 दत्त दिगंबर कोहीसो, ब्लॉक नं: चारकोप, कांदिवली-पश्चिम, मुंबई, रोड नं:-, महाराष्ट्र, मुम्बई. पिन कोड:-400067 पॅन नं:-AQRPJ3003B
(9) दस्तऐवज करून दिल्याचा दिनांक	12/02/2018
(10) दस्त नोंदणी केल्याचा दिनांक	12/02/2018
(11) अनुक्रमांक, खंड व पृष्ठ	1976/2018
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	468500
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेर	

सह दुय्यम निबंधक, ठाणे क्र. ३

मुल्यांकनासाठी विचारात घेतल्यात नसतील.

मुद्रांक शुल्क आकारण्यात निवडलेला अनुच्छेद -

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



CHALLAN			
MTR Form Number - 6			
GRN NUMBER	MH009953481201718R	BARCODE	Form ID : Date: 25-01-2018
Department	IGR		Payee Details
Receipt Type	RE		Dept. ID (If Any)
Office Name	IGR114-THN2_THANE 2 JOINT SUB REGISTRAR	Location	PAN No. (If Applicable) PAN-AAHCB4262F
Year	Period: From : 25/01/2018 To : 31/03/2099		Full Name Bellissimo Mahavir Associates Pvt Ltd
Object	Amount in Rs.	Flat/Block No, Premises/ Bldg	Tower 2 Flat 1604 Lodha Mira
0030046401-75	468500.00	Road/Street, Area /Locality	Rd Opp GCC Mira Bhayander
0030063301-70	30000.00	Town/ City/ District	Hatkesh Udyog Nagar Mira Rd E Thane Maharashtra
	0.00	Pin	4 0 1 1 0 7
	0.00	Remarks (If Any)	दस्तावेज - २
	0.00		दस्तावेज क्रमांक १२२२ / २०१८
	0.00		१ / २०१८
	0.00	Amount in words	Rupees Four Lakhs Ninety Eight Thousand Five Hundred Only
Total	498500.00		
Payment Details: IDBI NetBanking Payment ID : 152017364		FOR USE IN RECEIVING BANK	
Cheque- DD Details:		Bank CIN No : 69103332018013050047	
Cheque- DD No.		Date	25-01-2018
Name of Bank	IDBI BANK	Bank-Branch	
Name of Branch		Scroll No	

R.L. Dhundhwal  
Proceed



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**WHEREAS:**

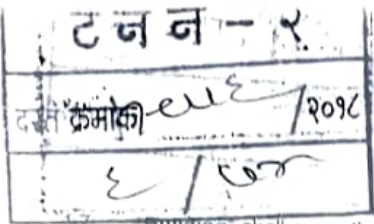
- A. The Company is/shall be constructing the Building *as defined herein* as part of the Project *(as defined herein)* on the Larger Property *(as defined herein)*.
- B. The chain of title of the Company to the Larger Property is at **Annexure 2** (*Chain of Title*).
- C. A copy of the Report on Title in respect of the Larger Property is at **Annexure 3** (*Report on Title*).
- D. The Company has applied for and obtained various Approvals for the development of the Building(s). The key Approvals obtained are set out at **Annexure 4** (*Key Approvals*). Applications for further Approvals may be under consideration of the relevant authorities and, or, the Company may obtain further approvals as may be permitted by applicable regulations.
- E. The Company has engaged the services of architects and structural engineers for the preparation of the design and drawings in respect of the Building and the construction of the Building shall be under the professional supervision of the said architects and structural engineers as required under the bye-laws of the local authorities.
- F. The Purchaser has applied to the Company for allotment of the Unit *(as defined herein)* in the Building.
- G. A copy of the floor plan in respect to the said Unit is hereto annexed and marked as **Annexure 5** (*Floor Plan*).
- H. Relying upon the said application and the representations, declarations and assurances made by the Purchaser to faithfully abide by all the terms, conditions and stipulations contained in this Agreement, the Company has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Company the Unit at the consideration and on the terms and conditions hereinafter appearing.

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

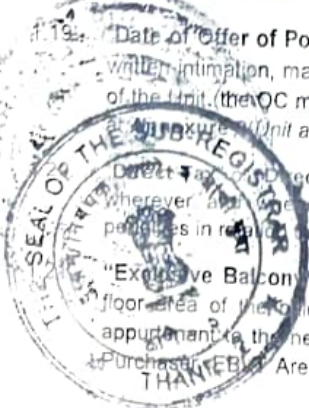
1. **DEFINITIONS**

- 1.1 "Agreement" shall mean this Agreement together with the schedules and annexures hereto and any other deed and/or document(s) executed in pursuance thereof.
- 1.2 "Applicable Law" shall mean, in respect of any relevant jurisdiction, any statute, law, regulation, ordinance, rule, judgment, order, decree, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any Authority whether in effect as on the date of this Agreement or thereafter and in each case as amended or modified.
- 1.3 "Approvals" shall mean and include all licenses, permits, approvals, sanctions, consents obtained/to be obtained from or granted/ to be granted by the competent Authorities in connection with the Project/ Building/ Unit and/or the development thereof.
- 1.4 "Arbitrator" shall have the meaning ascribed to it in Clause 23.2 below.
- 1.5 "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 governmental authority, agency, department, board, commission, instrumentality or (iii) any court, tribunal or arbitrator.
- 1.6 "BCAM Charges" shall mean the Building common area maintenance charges payable by the Purchaser inter alia for the maintenance of the Unit/ Building but shall not include FCAM Charges.





- "Building" shall mean the single/multi-storied buildings to be/ being constructed as part of the Project.
- 1.8. "Building Conveyance" shall have the meaning ascribed to it in Clause 14.3 below.
- 1.9. "Building Protection Deposit" shall mean the amounts specified in the Annexure 6 (Unit and Project Details).
- 1.10. "CAM Charges" shall have the meaning ascribed to it in Clause 15.5.
- 1.11. "CAM Commencement Date" shall mean the day from which the Purchaser will be required to pay BCAM Charges and FCAM Charges (if applicable) and will be the first day of the immediately succeeding month after the Date of Offer of Possession regardless of whether the Purchaser takes possession of the Unit.
- 1.12. "Car Parking Spaces" shall mean a location where a 4 wheel passenger vehicle can be parked. Car Parking Spaces includes open / stilt / covered parking spaces and maybe located in the basement, car park (including multi-level car park), podium etc.) Shortest walking distance between the Building entrance lobby and entry to location where car is parked shall not exceed 750 meters.
- 1.13. "Carpet Area" shall mean the net usable area of the Unit including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/ verandah/open terrace area or any exclusive open terrace area. Carpet area is calculated prior to application of any finishes (i.e. on bare shell basis). Carpet area 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 Carpet Area, 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 shall be borne by the Party which raises the dispute in relation to the measurement of Carpet Area.
- 1.14. "Cheque Bouncing Charges" shall mean the charges payable by either Party to this Agreement on account of a cheque issued pursuant to this Agreement is not honoured for any reason whatsoever including 'insufficient funds', 'stop payment' or 'account closed' and shall mean an amount equivalent to of 2.5 (two point five) per cent of the value of the cheque in question. If the amount of the said cheque and the cheque bouncing charges thereto are not paid within a period of 30 days from the date the cheque is not cleared in the first instance, the Cheque Bouncing Charges shall increase to 5 (five) per cent of the value of the cheque issued.
- 1.15. "Club" shall mean any recreation facility constructed for the use of the purchasers of units in the Project or the Larger Property.
- 1.16. "Common Areas and Amenities" shall mean the common areas and amenities as are available to and /or in respect of the Building/ Larger Property, as the case may be and more particularly described at Annexure 7 (Common Areas and Amenities).
- 1.17. "Company Notice of Termination" shall have the meaning ascribed to it in Clause 11.2.1.
- 1.18. "Confidential Information" shall have the meaning ascribed to it in Clause 27.1 below.
- 1.19. "Date of Offer of Possession" or "DOP" shall mean the date on which the Company, by written intimation, makes the Unit available to the Purchaser along with the OC in respect of the Unit. (the OC maybe for part or whole of the Building). The estimated DOP is set out in Annexure 6 (Unit and Project Details).
- "Direct Taxes" shall mean income tax, corporate tax, or similar tax or levy wherever and whenever charged, levied or imposed together with any interest and penalties in relation thereto.
- "Exclusive Balcony/ Verandah/Open Terrace Area" or "EBVT Area" shall mean the floor area of the balcony or verandah or open terrace as the case may be, which is appurtenant to the net usable floor area of the Unit, meant for the exclusive use of the Purchaser. EBVT Area is calculated prior to application of any finishes (i.e. on bare shell



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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 EBVT Area, 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 shall be borne by the Party which raises the dispute in relation to the measurement of EBVT Area.

- 1.22. "Extended DOP" shall have the meaning ascribed to it in Clause 10.1 below.
- 1.23. "FCAM Charges", if applicable, shall mean the Federation common area maintenance charges payable by the Purchaser *inter alia* for the maintenance of the Larger Property (excluding the Building), but shall not include BCAM Charges. FCAM Charges shall be applicable where the Project consists of more than one Ultimate Organisation and will be as set out at Annexure 6 (Unit and Project Details).
- 1.24. "Federation" shall mean the apex body to be formed by and consisting of the ultimate organisations formed in respect of various buildings constructed/to be constructed in the Project, to maintain, administer and manage the Larger Property and the Project. This may be a company or a registered federation or any other management structure as permissible in law.
- 1.25. "Federation Conveyance" shall have the meaning ascribed to it in Clause 14.4 below.
- 1.26. "FEMA" shall have the meaning ascribed to it in Clause 20(y) below.
- 1.27. "FMC" shall have the meaning ascribed to it in Clause 15.1 below.
- 1.28. "Force Majeure" shall mean an event of flood, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Project.
- 1.29. "FSI Free Constructed Spaces" shall have the meaning ascribed to it in Clause 15.15 below.
- 1.30. "Indirect Tax" or "Indirect Taxes" means goods and services tax, service tax, value added tax, sales tax, stamp duty, customs and import duties, levy, impost, octroi, and, or, duty of any nature whatsoever, whenever imposed and, or, levied, by any Authority, together with any interest and penalties in relation thereto, excluding any Direct Tax.
- 1.31. "Interest" shall mean simple interest at State Bank of India's (SBI) highest Marginal Cost of Lending Rate (MCLR) + 2 per cent per annum. The MCLR shall be taken as applicable on 1<sup>st</sup> day of each quarter (1<sup>st</sup> January, 1<sup>st</sup> April, 1<sup>st</sup> July, 1<sup>st</sup> October) and the same shall be deemed to be the applicable MCLR for the said quarter. Provided further that if SBI MCLR is no longer in use, MCLR will be replaced by equivalent benchmark rate used by SBI.
- 1.32. "Larger Property" means the land with details as described in Annexure 1 (Description of Larger Property). For clarity, there may be other building(s) and/or project(s) which will be constructed on the Larger Property.
- 1.33. "Liquidated Damages" shall mean an amount equivalent to 10 per cent of the Total Consideration.
- 1.34. "Loan" shall have the meaning ascribed to it in Clause 7.1 below.
- 1.35. "Maintenance Related Amounts" shall include the amounts collected by the Company to be utilized towards the management of the affairs of the Building and/or the Larger Property including but not limited to BCAM Charges, Property Tax and Building Protection Deposit. An indicative list of Maintenance Related Amounts is at Annexure 6 (Unit and Project Details).
- 1.36. "Net Area" shall mean the aggregate of the Carpet Area and the EBVT Area.
- 1.37. "OC" shall have the meaning ascribed to it in Clause 10.3 below.
- 1.38. "Possession Demand Letter" shall have the meaning ascribed to it in Clause 10.2 below.



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"Project" shall mean the project with RERA registration number as stated in Annexure 6 (Unit and Project Details) and with details as available with the concerned RERA authority (including current and proposed parts of the project). The Project may be part of a layout on the Larger Property which may comprise of various other buildings and/or projects.

1.40. "Purchaser Notice of Termination" shall have the meaning ascribed to it in Clause 11.3.1.b) below.

1.41. "Refund Amount" shall mean:

1.41.1. In case of termination pursuant to Clause 11.2.1 and Clause 11.2.2 an amount equivalent to the Total Consideration or part thereof paid by the Purchaser to the Company (excluding Interest or any other charges paid by the Purchaser on account of delayed payments) after deducting therefrom the Liquidated Damages and, if applicable, any amounts paid to 3<sup>rd</sup> parties by the Company on behalf of the Purchaser including but not limited to stamp duty, registration charges, brokerage charges (including any consideration, monetary or otherwise, paid by the Company to any third party for facilitating, assisting in connection with the sale of the Unit or identifying the Purchaser as a potential purchaser).

For avoidance of doubt, it is clarified that any amount paid by the Purchaser which has been utilized towards payment of Indirect Tax to any Authority shall not be refunded unless (and till such time that) the Company receives credit for the same from the relevant Authority.

1.41.2. In case of termination pursuant to Clause 11.2.3 and 11.3.1.b) an amount equivalent to the aggregate of the Total Consideration or part thereof paid by the Purchaser to the Company (excluding Interest or any other charges paid by the Purchaser on account of delayed payments) and Interest on such amounts from the date of receipt of the respective installments, after deducting therefrom any amounts paid to 3<sup>rd</sup> parties by the Company on behalf of the Purchaser (if applicable) including but not limited to stamp duty, registration charges, brokerage charges (including any consideration, monetary or otherwise, paid by the Company to any third party for facilitating, assisting in connection with the sale of the Unit or identifying the Purchaser as a potential purchaser), till the date of payment of the Refund Amount.

For the avoidance of doubt, it is clarified that Interest will not be payable on any amounts paid by the Purchaser towards any Indirect Tax and, or, any other government levy.

1.42. "Reimbursements" shall include all expenses directly or indirectly incurred by the Company in providing or procuring services/facilities other than the Unit including but not limited to LUC, electricity deposit reimbursement, administrative expenses, utility connections, piped gas connection and related expenses, legal expenses and all applicable Taxes thereon. An indicative list of Reimbursements is at Annexure 6 (Unit and Project Details).

1.43. "RERA" shall mean the Real Estate (Regulation and Development) Act 2016 and the rules framed by the relevant State Government thereto and any amendments to the Act or the Rules.

1.44. "Builders" shall have the meaning ascribed to it in Clause 15.15 below.

1.45. "Refund Amount" shall have the meaning ascribed to it in Clause 16.3 below.

1.46. "Structural Defects" shall mean any defect related to the load bearing structure of the Building and Water proofing. It is further clarified that this shall not include any other non-load bearing elements or defects for reasons not attributable to the Company.

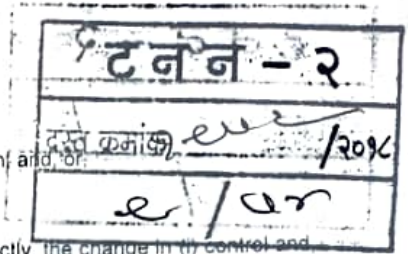
1.47. "Taxes" shall mean and include Direct Tax and Indirect Tax.

1.48. "Transfer" shall mean the sale, transfer, assignment, directly or indirectly, to any third party of



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- a. the Unit or any part of the right, title or interest therein and/or
- b. the benefit of this Agreement, and, or,
- c. in case the Purchaser is a company, directly or indirectly, the change in (i) control and or, management, and, or, (ii) shareholding constituting more than 25 per cent of the voting rights and, or, economic interest;
- d. in case the Purchaser is a partnership firm or limited liability partnership, the change in constitution thereof.

The term "Transfer" shall be construed liberally. It is however, clarified that Transfer in favour of (i) a Relative (as defined under the Companies Act, 2013); or (ii) a holding/subsidiary company (subject to Sub-Clause (c)(ii) above) shall not constitute a Transfer of the Unit.

- 1.49 "Total Consideration" shall mean the amounts payable/agreed to be paid by the Purchaser for purchase of Unit and will be the aggregate of the Consideration Value set out at **Annexure 6 (Unit and Project Details)**, Reimbursements, the Maintenance Related Amounts and all Indirect Taxes thereto, as well as any changes in Consideration Value as per the terms of Clause 4.2.
- 1.50 "Ultimate Organization" shall mean the company/ condominium/society/other permissible legal entity to be formed in respect of the Building as contemplated in Clause 14.
- 1.51. "Unit" shall mean the unit in the Building with the Carpet Area and EBVT Area as specified at **Annexure 6 (Unit and Project Details)** and floorplan thereto (with unit shaded) annexed hereto as **Annexure 5 (Floor Plan)**.

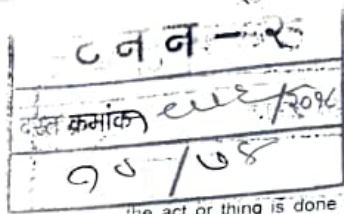
## 2. RULES FOR INTERPRETATION

- 2.1. All references in this Agreement to statutory provisions shall be construed as meaning and including references to:
- a. Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
- b. All statutory instruments or orders made pursuant to a statutory provision; and
- c. Any statutory provision of which these statutory provisions are a consolidation, re-enactment or modification.
- 2.2. Words denoting the singular shall include the plural and words denoting any gender shall include all genders.
- 2.3. Headings to Clauses, Sub-Clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the schedules, and shall be ignored in construing the same.
- 2.4. References to recitals, clauses or schedules are, unless the context otherwise requires, are references to recitals, to clauses of or schedules to this Agreement.
- 2.5. Reference to days, months and years are to Gregorian days, months and calendar years respectively.
- 2.6. Any reference to the words "hereof," "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to clauses or schedules of Agreement as specified therein.
- 2.7. The words "include" and "including" are to be construed without limitation.
- 2.8. Any reference to the masculine, the feminine and the neutral shall include each other.
- 2.9. In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or



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the act or thing is done" and if the last day of the period is not a working day, then the period shall include the next following working day

2.10 The Purchaser confirms and warrants that the Liquidated Damages is a genuine/pre-estimate of the loss or damage that is likely to be suffered by the Company on account of breach of the terms of this Agreement by the Purchaser. The Liquidated Damages is also arrived at having regard to the cost of construction, the cost of funds raised by the Company, the ability or inability of the Company to resell the Unit, among others. The Purchaser waives his right to raise any objection to the payment or determination of Liquidated Damages in the manner and under the circumstances set out herein.

2.11 All amounts stated herein are exclusive of Taxes, including but not limited to service tax, Maharashtra value added tax, stamp duty, and all such Taxes, as maybe applicable from time to time, shall be borne and paid by the Purchaser separately, immediately upon the same being demanded by the Company as per Applicable Law.

2.12 In case of any conflict between the provisions of Clause 21 and any other provisions of this Agreement, the provisions of Clause 21 shall prevail.

2.13 The recitals above, the schedules and annexures hereto shall form an integral part and parcel of this Agreement and shall be read in conjunction with this Agreement.

### 3. DISCLOSURES AND TITLE

3.1 The Purchaser hereby declares and confirms that prior to the execution of this Agreement, (i) the Company has made full and complete disclosure of its title to Larger Property; (ii) he has taken inspection of all the relevant documents; and (iii) he has, in relation to the Unit/Building/Larger Property, satisfied himself of *inter alia* the following:

- Nature of the Company's right, title and encumbrances, if any;
- The Approvals (current and future);
- The drawings, plans and specifications;
- Nature and particulars of fixtures, fittings and amenities.

3.2 The Purchaser confirms that the Purchaser has entered into this Agreement out of his own free will and without any coercion, and after reviewing and understanding a draft of this Agreement. The Purchaser has obtained suitable advice prior to entering into this Agreement and the Agreement is being entered into with full knowledge of the obligations and rights under this Agreement and the Applicable Law governing the same.

### 4. AGREEMENT TO SELL AND CONSIDERATION

4.1 The Purchaser hereby agrees to purchase/acquire from the Company and the Company hereby agrees to sell to the Purchaser, the Unit for the Total Consideration as set out at Annexure 6 (Unit and Project Details) hereto subject to the terms and conditions mentioned herein and the Approvals.

4.2 The Total Consideration shall remain fixed as stated in Annexure 6 (Unit and Project Details) hereto, save and except for proportionate share (in ratio of Net Area) of any increase in costs/charges levied by any Authority, after date of start of construction of the Building and on account of any increase in the cost of construction of the Building due to depreciation of Rupee by more than 5 per cent beyond the prevailing exchange rate with the US Dollar as on the date of start of construction of the Building. Such increase will be certified by Grand Thornton, one of the Big 6 accountancy firms (EY, KPMG, PWC, Deloitte, BDO, and as may vary over time) and the Purchaser shall pay such proportionate share as demanded.

4.3 The Total Consideration shall be paid by the Purchaser to the Company from time to time in the manner more particularly described at Annexure 6 (Unit and Project Details), time being of the essence. The Purchaser shall be responsible for ensuring that payment of each installment is made within 14 (fourteen) days of the demand for the said installment.



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being made by the Company. Payment shall be deemed received for the same by the Company in its account.

- 4.4 The Purchaser acknowledges that he has chosen the 'Construction Progress Linked Payment Plan' since it offers several advantages to the Purchaser, including that the installment payments may become due later in time than as envisaged at the time of entering into this Agreement, if the relevant construction milestones are delayed, thus compensating for the impact of any delay in construction on the Purchaser. This significantly reduces the risk of the Purchaser as compared to the 'Time Linked Payment Plan' option and the Purchaser has entered into this Agreement after taking into account the advantages and risks of the 'Construction Progress Linked Payment Plan'.
- 4.5 The Purchaser agrees and understands that Company has agreed to sell the Unit to the Purchaser on the specific assurance of the Purchaser that the Purchaser:
- Shall make payment of the Total Consideration as per the timelines set out at **Annexure 6 (Unit and Project Details)**, without any delay or demur for any reason whatsoever;
  - Shall observe all the covenants, obligations and restrictions stated in this Agreement; and
  - Confirms that any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a breach of the terms of this Agreement by the Purchaser.
- 4.6 It is clarified and the Purchaser accords his irrevocable consent to the Company to appropriate any payment made by him, notwithstanding any communication to the contrary, in the following manner:
- Firstly**, towards the Cheque Bouncing Charges in case of dishonour of any cheque issued by the Purchaser;
  - Secondly**, towards interest due as on the date of payment;
  - Thirdly**, towards costs and expenses for enforcement of this Agreement and recovery of the Total Consideration, dues and Taxes payable in respect of the Unit or any other administrative or legal expense incurred by the Company on account of delay in payment by the Purchaser and consequential actions required to be taken by the Company; and
  - Fourthly**, towards outstanding dues including Total Consideration in respect of the Unit or under the Agreement.

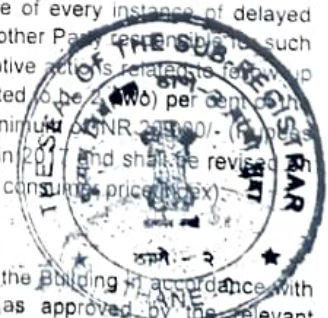
Under any circumstances and except in the manner as aforesaid, no express intimation or communication by the Purchaser, with regard to appropriation/application of the payments made hereunder shall be valid or binding upon the Company.

- 4.7 In case of the dishonor of any cheque, the Cheque Bouncing Charges will be payable by the Party which issued the cheque in question.
- 4.8 The Parties agree that, in addition to the Interest, in case of every instance of delayed payment, either Party shall be entitled to recover from the other Party (as per the terms of such delayed payments, all costs associated with the administrative actions related to follow up and recovery of such delayed payments, which are estimated to be 2 (Two) per cent of amount of the delayed payment per instance (subject to minimum of INR 20,000/- Twenty Thousand Only) per instance of delayed payment in 2017 and shall be revised on 1<sup>st</sup> April of each year as per rate of Reserve Bank of India's consumer price index).

#### 5. CONSTRUCTION AND DEVELOPMENT

- 5.1. The Company shall, subject to the terms hereof, construct the Building in accordance with the Approvals and/or, plans and amendments thereto as approved by the relevant Authorities.

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5.2 The Purchaser is aware that while the Company has obtained some of the Approvals, certain other Approvals (or amendments to current Approvals) may be received from time to time. Having regard to the above position, the Purchaser has entered into this Agreement without any objection or demur and agrees not to raise and waives his right to raise any objection, in that regard.

5.3 The Parties agree that while the Company may make amendments to the plans or layouts of the Building and the Project as required for the execution of the Project or as may be directed by the competent Authorities. This may include any change wherein the Company, if permitted by the relevant Authorities, transferring the construction permissible on the Larger Property to any other property or transferring to the Larger Property the construction permissible on any other property at any time prior to conveyance of the Larger Property to the Federation/Ulimate Organisation. The Purchaser gives his consent for such changes provided such changes shall not result in change in location of the Unit (with respect to its direction on a given floor), lowering of the Unit (with respect to its height above ground) or reduction in the Net Area more than 3 per cent of the Net Area. In case a change is proposed which adversely impact any of the aforesaid factors, separate written consent shall be obtained from the Purchaser.

5.4 The Purchaser is aware and agrees that the Company shall allow various balcony/verandah/ open terraces (including the one located at the top of the Building) to be used, partly or wholly, by one (or more) unit purchaser(s) in the Building and such unit purchaser(s) shall have exclusive right to use the said areas as per the terms of the arrangement between the Company and the said unit purchaser(s). The Purchaser agrees not to raise any objection or make any claims in that regard and the claims in that regard shall be deemed to have been waived. In terms of the above, the Company shall be at absolute liberty to allot/assign the said right to such person/s in the manner as the Company may deem fit and proper.

**6 SECURITIZATION OF THE TOTAL CONSIDERATION**

6.1 The Purchaser hereby grants his irrevocable consent to the Company to securitize the Total Consideration and/or part thereof and the amounts receivable by the Company hereunder and to assign to the banks / financial Institutions the right to directly receive from the Purchaser the Total Consideration and / or part thereof and / or the amounts payable herein. It is further agreed that any such securitization shall not lead to an increase in the Total Consideration paid by the Purchaser for the Unit and any payment made by the Purchaser to the Company and/or any bank or financial institution nominated by the Company in writing, shall be treated as being towards the fulfilment of the obligations of the Purchaser under this Agreement to the extent of such payment

**7 LOANS AGAINST THE UNIT**

7.1 The Parties agree that notwithstanding any loan or financial assistance availed or to be availed by the Purchaser in connection with the payments to be made pursuant to this Agreement (Loan) and any mortgage created or to be created over the Unit in connection with such Loan (which requires the prior written consent of the Company), the Purchaser shall remain solely and wholly responsible for the timely payment of the Total Consideration or the part thereof and/or any other the amounts payable hereunder

7.2 The Parties further agree that the Company shall not in any way be liable or responsible for the repayment of the Loan taken by the Purchaser. All costs in connection with the availing of the Loan and creation of a mortgage over Unit and payment of charges to the financial institutions in this connection shall be solely and exclusively borne and paid by the Purchaser. Notwithstanding the provisions hereof, it is clarified that until all the amounts payable hereunder have not been paid, the Company shall have a lien on the Unit in respect of which the Purchaser has no objection and hereby waives his right to raise any objection in that regard



The Purchaser hereby expressly agrees that so long as the Loan and the Total Consideration remain unpaid/outstanding, the Purchaser subject to the terms hereof, shall not sell, transfer, let out and/or deal with the Unit in any manner whatsoever without



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obtaining prior written permission of the Company and/or the relevant banks/financial institutions which have advanced the Loan. The Company shall not be liable for any of the acts of omission or commission of the Purchaser which are contrary to the terms and conditions governing the Loan. It shall be the responsibility of the Purchaser to inform the Ultimate Organisation about the lien/charge of such banks/financial institutions and the Company shall not be liable or responsible for the same in any manner whatsoever.

7.4. The Purchaser indemnifies and hereby agrees to keep indemnified the Company and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Company and its successors and assigns may suffer or incur by reason of any action that any bank/financial institution may initiate on account of the Loan or for the recovery of the Loan or any part thereof or on account of any breach by the Purchaser of the terms and conditions governing the Loan.

8. **CAR PARKING**

8.1. At the request of the Purchaser, the Company hereby permits the Purchaser to use the number of Car Parking Spaces as set out in Annexure 6 (Unit and Project Details) hereto within the Project/Larger Property. The allocation of these spaces shall be at the sole discretion of the Company and the Purchaser hereby agrees to the same. The Purchaser is aware that the Company has in the like manner allocated/ shall be allocating other car parking spaces to other purchasers of the units in the Building and in the Project and undertakes not to raise any objection in that regard and the rights of the Purchaser to raise any such objection shall be deemed to have been waived. The Purchaser hereby further warrants and confirms that the Purchaser shall, upon formation of the Ultimate Organisation and/or execution of conveyance, as contemplated herein, cause such Ultimate Organisation to confirm and ratify and shall not permit the Ultimate Organisation to alter or change the allocation of Car Parking Spaces in the manner allocated by the Company to the various purchasers (including the Purchaser herein) of the units in the Building and the Project.

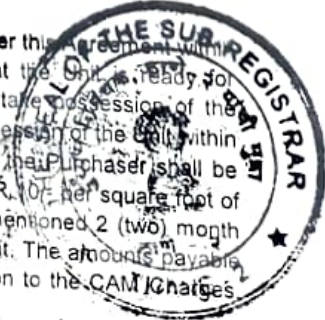
9. **REGISTRATION**

9.1. It shall be the responsibility of the Purchaser to immediately, after the execution of this Agreement, at his own cost and expense, lodge the same for the registration with the relevant Sub-Registrar of Assurances. The Purchaser shall forthwith inform the Company the serial number under which the Agreement is lodged so as to enable the representative of the Company to attend the office of the Sub Registrar of Assurances and admit execution thereof. The Company may extend assistance/co-operation for the registration of this Agreement, at the cost and expense of the Purchaser. However, the Company shall not be responsible or liable for any delay or default in such registration.

10. **POSSESSION**

10.1. Subject to the Purchaser not being in breach of any of the terms hereof and the Purchaser having paid all the dues and amounts hereunder including the Total Consideration, the Company shall endeavor to provide the Unit to the Purchaser on or before the estimated DOP set out at Annexure 6 (Unit and Project Details) with an additional grace period of 18 (eighteen) months and any further extension as may be applicable pursuant to Clause 10.4 (cumulatively referred to as the Extended DOP i.e. estimated DOP as set out at Annexure 6 (Unit and Project Details) + additional grace period of 18 (eighteen) months + further extension as may be applicable pursuant to Clause 10.4).

10.2. The Purchaser shall make full payment of all amounts payable under this Agreement within 15 (fifteen) days of the Company intimating him, in writing, that the Unit is ready for possession (Possession Demand Letter) and shall thereafter, take possession of the Unit. In the event the Purchaser fails and, or, neglects to take possession of the Unit within 2 (two) months from the date of the Possession Demand Letter, the Purchaser shall be liable to pay demurrage charges to the Company at the rate of INR. 10/- per square foot of Net Area per month or part thereof from the expiry of the aforementioned 2 (two) month period till such time the Purchaser takes the possession of the Unit. The amounts payable by the Purchaser pursuant to this Clause 10.2 shall be in addition to the CAM Charges.



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Notwithstanding the aforesaid, it shall be deemed that the Purchaser has taken possession of the Unit on the expiry of the 2 months from the date of the Possession Demand Letter and the Purchaser shall alone be responsible/liable in respect any loss or damage that may be caused to the Unit after this date.

- 10.3 The Company shall obtain occupation certificate for the Unit (OC) (which shall also be deemed to be the Completion Certificate, if required, under Applicable Law) at any time prior to the Extended DOP. The OC may be for part or whole of the Building. Further, the Company shall endeavor to make available the key Common Areas and Amenities in respect of the Building within a period of 1 (one) year from the Extended DOP
- 10.4. Notwithstanding any other provision of this Agreement, the Company shall, without being liable to the Purchaser in any way including in respect of payment of Interest, be entitled to reasonable extension of time for making available the Unit for possession or completion of said Building if the same is delayed for reasons beyond the control of the Company including on account of any of the following:
- a. Any event of Force Majeure.
  - b. Riots / other civil disturbances.
  - c. Any notice, order, rule or notification of the Central or relevant State Government and/or any other public or competent Authority or of the court which affects the Building in which the Unit is located.

For the purposes of this Clause 10.4, a reasonable extension of time will, at the least, be equivalent to the aggregate of the period of the subsistence of an event or events stipulated in this Clause 10.4 and a 3 (three) month recommencement period.

**11. TERMINATION**

11.1. This Agreement is not terminable under any circumstances, save and except the specific circumstances stated below. Both Parties have entered into this Agreement, knowing fully well that the Total Consideration of the Unit may change (increase or decrease) in accordance with the provisions of this Agreement and both Parties confirm that they shall not seek to terminate this Agreement, under any pretext or guise, in order to benefit from and, or, escape from the impact of such change the Total Consideration.

**Company's Right to Terminate**

11.2. Company shall have right to terminate this Agreement only in the following circumstances:

11.2.1. Non-Payment: If the Purchaser is in default of any of his obligations under this Agreement, including (but not limited to) making payment of all due amounts as per Schedule of Payment set out at Annexure 6 (Unit and Project Details) (and Interest thereon, if any) within 14 (fourteen) days of the date of the demand letter, the Purchaser shall be deemed to be in default. In the event of such default, the Company shall issue to the Purchaser notice of such default and the Purchaser shall be provided with a further period of 14 (fourteen) days from the date of such notice to cure the said default. In the event that the Purchaser fails to cure such default within 14 (fourteen) days from the date of notice of such default (or such default is not capable of being rectified), the Company shall have the option to terminate this Agreement by sending a notice of termination by registered AD/ speed post (Company Notice of Termination)

11.2.2. Attempt to Defame: The Purchaser agrees not to do or omit to do or cause to be done by any person to him any act, deed or thing or behave inappropriately or correspond or communicate in any manner that would in any manner affect or prejudice or defame the Building / Project / larger Property or the Company or its representatives. In the event the Purchaser does any such act, deed or thing then the Company shall, without prejudice to any other rights or remedies available in law, have the option to the terminate this Agreement by sending the Company Notice of Termination.

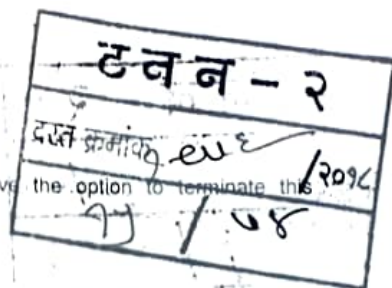
11.2.3. Prolonged Stoppage in Construction: In the event the construction of the wing or floor of the Building in which the Unit is located has been stopped for a period of more than 1 (one)



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year due to Applicable Law, the Company shall have the option to terminate this Agreement sending the Company Notice of Termination.



### Purchaser's Right to Terminate:

11.3. Purchaser shall have right to terminate this Agreement only in the following circumstances:

11.3.1 Delay in possession beyond Extended DOP. Subject to the Purchaser having paid all the amounts due and payable hereunder as per the timelines stated in **Annexure 6 (Unit and Project Details)**, if the Company fails to offer possession of the Unit by Extended DOP, then

- a. Within 30 (thirty) days of expiry of Extended DOP, the Company shall inform the Purchaser the revised date by which the Unit is likely to be ready for being offered for possession. On receipt of such written intimation, unless the Purchaser elects to terminate this Agreement in terms of Clause b) the DOP mentioned in **Annexure 6 (Unit and Project Details)** shall stand revised to and substituted by revised date communicated by the Company. The Company shall credit interest to the Purchaser for the period between the Extended DOP and the date on which possession is finally offered to the Purchaser; or
- b. Within 30 days from expiry of Extended DOP, the Purchaser may by giving notice in writing in the form set out in **Annexure 8 (Purchaser Notice of Termination)** elect to terminate this Agreement (**Purchaser Notice of Termination**) Where the Purchaser Notice of Termination is not received by the Company within the aforementioned period of 30 (thirty) days from expiry of the Extended DOP, the Purchaser shall be deemed to have elected to proceed in accordance and pursuant to the provisions of Clause 11.3.1(a).

### 11.4. Consequences of Termination and Payment of Refund Amount

11.4.1. On a termination of this Agreement by either Party in accordance with the provisions of this Clause 11, the booking / allotment of the Unit shall stand immediately terminated and the Purchaser shall have no right whatsoever with respect to the Unit, save and except the right to receive the Refund Amount in accordance with Clause 11.4.2.

11.4.2. Pursuant to the termination of this Agreement, the Refund Amount shall be deemed to be due and payable to the Purchaser at the end of 12 months from the date of receipt of: (i) the Company Notice of Termination by the Purchaser; or (ii) the Purchaser Notice of Termination by the Company, as the case may be, and shall be paid by the Company to the Purchaser only on the registration of a Deed of Cancellation of this Agreement.

### 12. DEFECT LIABILITY

12.1. If, during a period of 60 (sixty) months from the Date of Offer of Possession, the Purchaser brings to the notice of the Company any Structural Defect in the Unit or in the material used therein (excluding wear and tear and misuse), wherever possible, such defects (unless caused by or attributable to the Purchaser) shall be rectified by the Company at its own costs. In the case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive reasonable compensation from the Company for rectifying such defects, based on the estimated cost of rectifying such defects as determined by the Project Architect of the Company. Notwithstanding anything stated in this Clause 12 of otherwise in this Agreement, the Company shall not be in any way liable to rectify or provide compensation for Structural Defects as set out in this Clause 12 where the Purchaser has made any structural changes in the Unit or in the materials used therein.

### 13. SET OFF / ADJUSTMENT

13.1. The Purchaser hereby grants to the Company the unequivocal and irrevocable consent to recover / set off / adjust the amounts payable by the Purchaser to the Company including the Total Consideration, Interest and/or Liquidated Damages against any other amounts payable by the Purchaser to the Company or by the Company to the Purchaser pursuant to this Agreement and in relation to the Unit. The Purchaser agrees and undertakes not to



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raise any objection or make any claims with regard to such adjustment / set off and the claims, if any, of the Purchaser, in that regard, shall be deemed to have been waived

**14. ULTIMATE ORGANISATION**

- 14.1 The Purchaser along with other purchasers of units in the Building shall join in forming and registering the Ultimate Organisation in respect of the Building. The Ultimate Organisation shall be known by such name as the Company may in its sole discretion decide for this purpose. The Purchaser and other unit holders in the Building shall, from time to time, duly fill in, sign and execute the application for registration and other papers and documents necessary for the formation and registration of Ultimate Organisation and return the same to the Company within 7 (seven) days from receipt thereof so as to enable the Company to register the Ultimate Organisation.
- 14.2 Where the Project consists of more than one building, separate ultimate Organisations may be formed in respect of each building. The Company will apply for the registration of the Federation consisting of all such ultimate organisations after the occupancy certificate has been received for all buildings which form part of the Project. The Purchaser and other members of the Ultimate Organisation(s) shall from time to time, duly fill in, sign and execute the application for registration and other papers and documents necessary for the formation and registration of Federation and return the same to the Company within 7 (seven) days from receipt thereof so as to enable the Company to register the Federation.
- 14.3 Within 18 months from the date of occupation certificate in respect of the Building, the Company shall execute a Deed of Conveyance in favour of the Ultimate Organisation (Building Conveyance) in respect of the structure of the Building along with the FSI consumed in the Building subject to the right of the Company(i) to dispose of unsold units, if any and receive the entire consideration amount and outstanding dues from the purchasers; and (ii) to consume the entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in law or policies of any Authority on the Larger Property; and (iii) to use all internal roads and all the facilities, amenities and services for such future and/or ongoing development or otherwise.
- 14.4 Within 18 months from the receipt of the occupation certificate for the last building within the Larger Property, the Company shall execute a Deed of Conveyance in favour of the Federation (Federation Conveyance) in respect of all of the Company's right, title and interest in the Larger Property subject to and excluding the Building Conveyance and also subject to (i) the right of the Company (i) to dispose of unsold units, if any; and receive of the entire consideration amount and outstanding dues from the purchasers; and (ii) to consume the entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in law or policies of any Authority on the Project / Larger Property; and (iii) to use all internal roads and all the facilities, amenities and services for such future and/or ongoing development or otherwise.
- 14.5 The Purchaser hereby agrees and undertakes that the Purchaser along with other unit holders in the Ultimate Organisation/ Federation shall be liable to pay all out of pocket expenses including stamp duty, registration charges, legal fees and all other applicable levies and Taxes, administrative expenses on the Building Conveyance and Federation Conveyance or any kind of document whereby ownership rights of the Building/ Larger Property are transferred to the Ultimate Organisation/Federation.
- 14.6 It is hereby clarified that save and except the rights agreed to be conferred upon the Ultimate Organisation and/or the Federation, no other rights are contemplated, intended or agreed to be conferred upon the Purchaser or the Ultimate Organisation/ Federation, in respect of the Unit/ Building/ Larger Property and in this regard the Purchaser or himself and the Ultimate Organisation/Federation, waives all his rights and interests and undertakes not to claim and cause the Ultimate Organisation/Federation not to claim any such right in respect of the Building/ Larger Property.
- 14.7 The Company hereby agrees that it shall, before execution of Building Conveyance/ Federation Conveyance as contemplated herein, make full and true disclosure of the



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nature of its title to the Larger Property as well as encumbrances and/or claims, if any in/over the Larger Property. The Company shall, as far as practicable, ensure that at the time of such conveyance in favour of the Ultimate Organisation/Federation, the Larger Property is free from encumbrances

15. **FACILITY MANAGEMENT COMPANY, CAM CHARGES, MAINTENANCE RELATED AMOUNTS AND CLUB**

- 15.1 The Purchaser is aware and agrees that the Building and maintenance and upkeep of the Common Areas and Amenities of the Building/ Project shall be managed by a facility management company (FMC). The FMC will be appointed by the Company for a period of upto 60 (sixty) months commencing from the date on which the last unit in the Building is offered for possession in consideration of reimbursement of all direct costs (including all manpower and overhead costs) incurred along with a margin of 20 per cent margin on such costs and all applicable Taxes. The Purchaser along with the other purchasers in the Building shall undertake and cause the Ultimate Organisation to ratify the appointment of the FMC as aforesaid. On the expiry of the 60 (sixty) month period, the Ultimate Organisation / Federation may appoint the FMC for a further term or choose to appoint any other facility management company.
- 15.2 The FMC shall be entitled to end its services by giving an advance written notice of 6 (six) months to the Ultimate Organisation in the event
- a. the period of FMC's appointment has not been renewed at least 6 (six) months before expiry thereof; or
  - b. the BCAM Charges and FCAM charges as applicable, have not been paid by 100 per cent of the unit purchasers at the due date (with a grace period of 30 days)
- 15.3 Notwithstanding anything stated elsewhere in this Agreement, the Ultimate Organisation shall also be entitled to end the services of the FMC with advance written notice of 6 (six) months if such termination has the written consent of 100 per cent of the unit purchasers of the Building.
- 15.4 The Purchaser agrees and undertakes to cause the Ultimate Organisation to be bound by the rules and regulations that may be framed by the FMC.
- CAM Charges and Maintenance Related Amounts**
- 15.5 The costs related to the upkeep and maintenance of the Building / Project / Larger Property shall be to the account of and jointly borne by the relevant unit purchasers proportionate to the Net Area of each unit and are payable as the BCAM Charges and FCAM Charges (collectively, the CAM Charges) as set out at Annexure 6 (Unit and Project Details). The CAM charges shall not include: (i) the cost associated with diesel (or any other fuel) consumption, water consumption and electricity/HVAC consumption within the Unit which shall be payable by the Purchaser on monthly basis based on actuals and (ii) Property Taxes.
- 15.6 The Purchaser shall be obliged to pay the same in advance on/before the 1st day of each quarter. The FMC shall provide reconciliation of the expenses towards CAM charges on/before 30th June after the end of the relevant financial year and the Parties hereto covenant that any credit/debit thereto shall be settled on/before 30th August.
- 15.7 For the purposes of avoidance of doubt, it is clarified that the CAM charges shall commence from the CAM Commencement Date, regardless of whether the Purchaser takes such possession or not.
- 15.8 The Purchaser is aware that the CAM charges stated hereinabove are provisional and based on estimates at the time of sales launch of the development. These amounts are subject to inflation increases as per market factors (currently estimated @ 5 to 10 per cent per annum). Further, these charges are subject to the revision every 12 months after the Date of Offer of Possession by 7.5 to 10 per cent per annum. In case the increase is to



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- a. Such FSI Free Constructed Spaces cannot be sold. The tenure for use of such FSI Free Constructed Spaces by the Service Providers shall not exceed 15 (fifteen) years.
- b. Upon formation of the Ultimate Organisation, the Ultimate Organisation shall have ownership of such FSI Free Constructed Spaces, subject to the other terms and conditions of the arrangements with the Service Providers.
- c. Any external members of such facility shall abide by the security, dress and behavioral guidelines that would apply to the residents of the Building.

15.16. The Purchaser is aware that the Company is not in the business of or providing services proposed to be provided by the Service Providers/FMC or through the Service Providers/FMC. The Company does not warrant or guarantee the use, performance or otherwise of these services provided by the respective Service Providers/FMC. The Parties hereto agree that the Company is not and shall not be responsible or liable in connection with any defect or the performance/non-performance or otherwise of these services provided by the respective Service Providers/FMC.

**16. PROPERTY TAXES AND LAND UNDER CONSTRUCTION REIMBURSEMENT CHARGES**

- 16.1. Property Tax, as determined from time to time, shall be borne and paid by the Purchaser on and from the CAM Commencement Date, separately from any of other consideration / levy / charge/ CAM Charges, etc. The said amount shall be paid by the Purchaser on or before 30<sup>th</sup> April of each financial year, based on the estimate provided by the FMC, which shall be provided on or before 15<sup>th</sup> April of the relevant financial year.
- 16.2. The Purchaser undertakes to make payment of the estimated Property Tax for the first 12 (twelve) months simultaneously with the CAM Charges becoming payable as per the terms stated herein.
- 16.3. In the event of a shortfall between the amount deposited with the Company by the purchasers towards Property Tax and the demand raised by the authorities (**Shortfall Amount**), the Company shall inform the purchasers of such shortfall and the purchasers shall be liable to ensure that the same is paid to the Company within 15 (fifteen) days of receipt of intimation from the Company, failing which the Purchaser shall be liable to pay interest as levied by the concerned Authorities together with late payment charge amounting to 5 per cent of the Shortfall Amount or such part of the Shortfall Amount remaining unpaid. The Company shall not be responsible for any penalty/delay/action on account of such Shortfall Amount and the same shall entirely be to the account of the purchasers.
- 16.4. In case there is any surplus amount collected vis-à-vis the demand raised by the Authorities, the same shall be handed over to the Ultimate Organisation at time of handover of the affairs of the Ultimate Organisation to the purchasers.
- 16.5. If the Property Tax demand comes directly in the name of the Purchaser, the amount paid by the Purchaser to the Company towards Property Tax shall be refunded to the Purchaser within 15 (fifteen) days of the Company being informed by the Purchaser that such demand has been raised.
- 16.6. The Property Tax for any unsold units in the Building after the formation of the Ultimate Organization, shall be payable by the Company as charged by the competent Authorities, till such unsold units are sold.
- 16.7. The Purchaser undertakes to pay to the Company, on or before the date of the Possession, the LUC for the period of start of construction till the Date of Possession as specified at Annexure 6 (Unit and Project Details). The Purchaser is aware that the LUC stated herein is provisional and in case the amount is higher than this amount, the Purchaser shall pay such increased amount as specified by the Company.

**17. BUILDING PROTECTION DEPOSIT**



Approved

[Signature]



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<i>[Signature]</i>

- The Purchaser shall, on or before the Date of Offer of Possession, pay to the Company the Building Protection Deposit set out in **Annexure 6 (Unit and Project Details)** hereto.
- 17.2. The Building Protection Deposit shall be returned to the Purchaser after completion of fit-out / interior work by the Purchaser and subject to the possession policy and permissible changes policy of the Company
- 17.3. The Purchaser hereto agrees and acknowledges that, in order to claim the return of the said Building Protection Deposit, the Purchaser shall notify the Company about completion of all fit-out or interior works in the Unit. On receiving this notification, the Company representatives/ nominees shall inspect the Unit, its immediate vicinity and attached Common Areas and Amenities like lift lobbies, etc. for compliance with possession policy and policy on permissible changes. If all changes made by the Purchaser are in adherence to permissible changes policy then the Building Protection Deposit shall be returned.
- 17.4. In the event any violations are observed by the Company's representatives/ nominees then same shall be intimated to the Purchaser and the Purchaser shall get the same rectified within 15 (fifteen) days from the date of the said intimation at his cost and risk. In the event the Purchaser fails to do the same, then the Company shall get the same rectified at cost and risk of the Purchaser. The Purchaser shall be solely responsible for all costs incurred in this regard, which shall be recovered from the Building Protection Deposit.
- 17.5. The Company /FMC shall be entitled to date the said cheque and deposit the same for recovery of the amount the Purchaser shall ensure that sufficient balance is maintained in the account and shall not close the said bank account or issue any instructions for stop payment, etc. The Purchaser hereto provides unconditional and irrevocable consent to the Company to insert date on the cheque, as per its sole discretion and the Purchaser has no objection to the same and waives all his rights to raise any objection in future. Further, in case any excess amounts are to be recovered from the Purchaser, the Company /FMC shall raise bills/invoices on the Purchaser and the Purchaser undertakes to pay the same within 15 (fifteen) days from the date of such invoice. In case the Purchaser refrains from paying the additional amount, the same shall be adjusted from the CAM charges duly paid by the Purchaser and shall be reflected as arrears and shall be claimed from the Purchaser by the Ultimate Organisation, at the time same is formed.

18. **INDIRECT TAXES AND LEVIES**

- 18.1. The Purchaser agrees that all levies, charges, cess, Indirect Taxes, assignments of any nature whatsoever (present or future) in respect of the Unit or otherwise shall be solely and exclusively borne and paid by the Purchaser. All Direct Taxes in respect of profit (if any) earned from the development and sale to the Purchaser of the Unit shall be borne by Company.

19. **INTEREST**

- 19.1. The Purchaser agrees to pay to the Company, Interest (as defined at Clause 1.31) on all the amounts including the Total Consideration or any part thereof payable by the Purchaser to the Company under the terms of this Agreement from the date the said amount becoming due and payable by the Purchaser to the Company i.e. 14 (fourteen) days from the date the Company raises demand for the payment of such instalment, till the date of realization of such payment. The Purchaser confirms that the payment of Interest by the Purchaser shall be without prejudice to the other rights and remedies of the Company and shall not constitute a waiver of the same by the Company, unless specifically provided to the Company in writing.

20. **PURCHASER'S COVENANTS**

- 20.1. The Purchaser, for himself and with the intention to bring all persons into whosever hands the Unit may come, hereby covenants and undertakes
- To maintain the Unit at the Purchaser's own cost in good tenable repair and proper condition from the Date of Offer of Possession and shall not do or suffer to do anything in or to the Building against the rules, regulations or bye-laws of



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the Ultimate Organisation / Federation or concerned local or any other Authority or change / alter or make addition in or to the Unit or the Building or any part thereof and shall.

- (i) Not carry out any additions or alterations in the Unit and, or, Building which affect the structure, façade and/or services of the units/wing (including but not limited to not making any change or to alter the windows and/or grills provided by the Company).
  - (ii) Not make any changes to the common area/lobby and structural changes in the Building;
  - (iii) Not relocate brick walls onto any location which does not have a beam to support the brick wall;
  - (iv) Not change the location of the plumbing or electrical lines (except internal extensions);
  - (v) Not change the location of the wet/waterproofed areas;
  - (vi) Not make any alteration in the elevation and outside color scheme of the Building;
  - (vii) Not chisel or in any other manner damage or cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural elements in the Unit without the prior written permission of the Company and/or the Ultimate Organisation;
  - (viii) Not to put any wire, pipe, grill, plant, outside the windows of the Unit to *inter alia* dry any clothes or put any articles outside the Unit or the windows of the Unit or any storage in any area which is visible from the external facade of the Building, save and except the utility area (if applicable); and
  - (ix) Keep the sewers, drains pipes in the Unit and appurtenant thereto in good tenantable repair and condition, and in particular so as to support shelter and protect the other parts of the Building.
- b. The Purchaser agrees to comply with the possession policy and the permissible changes policy of the Company as amended from time to time.
- c. The Purchaser shall ensure and cause the Ultimate Organisation to ensure that the Building is painted once every 5 years from the Date of Offer of Possession and kept in good and proper condition.
- d. The Purchaser shall not store any goods which are of hazardous, combustible or of dangerous nature in the Unit, other than cooking gas, which may damage the construction or structure of the Building or the storage of which is objected to by the concerned local or other Authority or the Ultimate Organisation / Federation;
- e. The Purchaser shall not carry or cause to be carried heavy packages on upper floors which may damage or is likely to damage the staircases, common passages or any other structure of the Building, including entrances of the Building. In case any damage is caused to the Building on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of such breach.
- f. The Purchaser agrees and undertakes to cause the Ultimate Organisation to ensure and confirm that the name of the Building and/or Ultimate Organisation shall not be changed without the prior written consent of the Company.
- g. The Purchaser shall not allow the Unit to be used for user different from the nature of the user that it is intended for use by the Company i.e. residential units shall be used for residential use only, office units for office use only, retail units for retail use.



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only etc. No residential unit shall be used for commercial use or use as guest house by whatsoever name.

- h. The Purchaser shall use the Car Parking Space only for purpose of parking the Purchaser's own vehicles.
- i. The Purchaser shall ensure that the key common areas of the Building viz. entrance lobby, garden & play areas, temple (if applicable) are maintained to the highest standards with regular cleaning and maintenance. The Purchaser shall further ensure that refurbishing / major overhaul is done every 5 years, starting from Date of Offer of Possession.
- j. Not to put any claim in respect of the restricted amenities including open spaces, any space available for hoardings, gardens attached to other units or terraces and the same are retained by the Company as restricted amenities. The Purchaser is aware that certain parts of the Building shall be allocated for exclusive use of certain users/residents. The price of the Unit has been determined taking this into consideration and the Purchaser waives his right to raise any dispute in this regard.
- k. To pay to the Company within 7 (seven) days of demand by the Company its share of security deposit demanded by concerned local authority or government for giving water, electricity or any other service connection to the Building in which the Unit is situated.
- l. To pay to the Company within 7 (seven) days of demand by the Company, his share of HVAC and diesel consumption charges in the Unit which will be calculated on a pro-rata basis.
- m. To clear and pay increase in Taxes, development charges, water charges, insurance and such other fees, levies, if any, which are imposed by any Authority, on account of change of user of the Unit by the Purchaser viz. user for any purposes other than for residential or otherwise.
- n. In the event the electric meter of the Unit has not been installed by the Date of Offer of Possession, the Company shall be obliged to provide power supply to the Unit. The power supply will be in line with the supply generally provided by the electricity distribution company in that area with regard to the duration and voltage. The Purchaser shall pay a fixed monthly sum as set out at Annexure 6 (Unit and Project Details) as provisional electricity charges to the Company for providing this supply. The Purchaser undertakes to make payment in advance of the provisional electricity charges for the first 4 (four) months from the Date of Offer of Possession. In the event the electric meter of the Unit is not installed within the aforesaid period of 4 months, then the Purchaser undertakes to pay the provisional electricity charges till installation of the electric meter for the Unit.
- o. The Purchaser shall not sell, lease, let, sub-let, Transfer, assign or part with Purchaser's interest or benefit under this Agreement or part with the possession of the Unit till such time that the OC is received and all the amounts payable by the Purchaser are paid in full and the Purchaser is not in breach of any of the terms and conditions of this Agreement. Any sale/Transfer of the Unit after this time shall require written approval from the Ultimate Organisation (and till such time that the Ultimate Organisation is formed, of the Company) to ensure that the inherent interest of the society is not compromised by bringing in any member who does not conform to the guidelines and/or objectives of the Ultimate Organisation. Any written approval of the Ultimate Organisation (and till such time that the Ultimate Organisation is formed, of the Company) shall not be valid and not binding on the Purchaser unless the Purchaser agrees and acknowledges that the sample unit constructed by the Company and all furniture's, items, electronic goods, amenities etc. provided thereon are only for the purpose of show casing the unit and the Company is not



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liable/required to provide any furniture, items, electronic goods, amenities etc. displayed in the sample unit, other than as expressly agreed by the Company under this Agreement.

- q. The Purchaser confirms that this Agreement is the binding arrangement between the Parties and overrides any other written and, or, oral understanding, including but not limited to the application form, allotment letter, brochure or electronic communication of any form.
- r. Until a Building Conveyance/Federation Conveyance in favour of the Ultimate Organisation/Federation is executed and the entire Project is declared by the Company as completed, the Purchaser shall permit the Company and their surveyors and agents, with or without workmen and others, at all reasonable times to enter into and upon the Unit / Building/ Project / Larger Property and, or, any part thereof to view and examine the state and condition thereof.
- s. The Purchaser agrees and undertakes to not, in any manner, impede and to prevent, to the best of his ability, all other purchasers of units in the Building and, or, Project from impeding, the ability of the Company or its representatives to enter into the Building and, or, the Project and, or, the Larger Property (or any part thereof) for the purposes of showing any unsold units to prospective purchasers or brokers and, or, showing the Building / Project to investors or other 3<sup>rd</sup> parties and, or, in general for any marketing, promotional, photographic or other legitimate purpose of the Company. In case the Purchaser, directly or indirectly, breaches this undertaking, he shall be liable to pay to the Company an amount equal to 0.5 per cent of the Total Consideration of the Unit for every day that any such breach continues within 15 days from the receipt of a written notice from the Company in this regard and the Company shall have a lien over the Unit for such amount till the payment in full.
- t. The Purchaser agrees and acknowledges (and the Purchaser shall cause the Ultimate Organisation to agree and ratify) that the Company shall have the unconditional and irrevocable right to sell, transfer, lease, encumber and/or create any right, title or interest in the unsold units without any consent/no-objection of any nature whatsoever in this regard from and payment of any transfer fees to the Ultimate Organisation and such purchaser of such unsold unit/s shall be deemed to be a member of the Ultimate Organisation. Where consents and, or, permissions may be required from the Ultimate Organisation pursuant to Applicable Law (illustratively, for electricity), the Purchaser shall cause the Ultimate Organisation to issue such consents and, or, permissions forthwith on request.
- u. The Purchaser agrees and acknowledges that it shall forthwith admit any purchasers of units in the Building / Project and shall forthwith issue share certificates and other necessary documents in favour of such purchasers, without raising any dispute or objection to the same, and without charging/recovering from them any fees, donation or any other amount of whatsoever nature in respect thereof. Further, it is hereby agreed that the purchaser/lessees/occupants of these unsold unit/s shall enjoy and shall be entitled to enjoy all rights and privileges with respect to the use of the Common Areas and Amenities and facilities at par with any other member of the Ultimate Organisation/Federation. In the event of a violation or breach of the covenants at Sub-Clause 20(t) and (u), the Purchaser will be liable to pay an amount equivalent to 1 per cent of the Total Consideration of the Unit being sold for each month of delay caused.
- v. The Purchaser hereto agrees and acknowledges that at the time of transfer to the Ultimate Organisation, the Company shall earmark certain parking spaces for use by such unsold units and the Purchaser hereby agrees and shall cause the Ultimate Organisation to ensure that these car parking spaces are kept available for use by the purchasers/occupants of the unsold units.



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22.2 All notices to be served on the Company and/or the Purchaser shall be deemed to have been duly served if sent by Registered Post A.D. / Under Certification of Posting / Standard mail or courier at the address set out at **Annexure 6 (Unit and Project Details)**. Electronic communication (eg. Email) shall not be deemed to be valid form of communication, save and except in case of intimation of demand for payment installment being due and receipt for payment thereto.

22.3 The Parties agree that unless a Party informs the other Party in writing about a change in address/email ID, the address/email ID available at the time of this Agreement shall be deemed to be the valid address/email ID for all communication.

22.4 Any correspondence from the Purchaser should carry the customer ID quoted in **Annexure 6 (Unit and Project Details)** hereto in the subject line in following manner "CI: xxxxxxx". Any correspondence not mentioning the customer ID shall be deemed to be non-est/null and void.

### 23. DISPUTE RESOLUTION AND GOVERNING LAW

23.1 If any dispute or difference arises between the Parties at any time relating to the construction or interpretation of this Agreement or any term or provision hereof or the respective rights, duties or liabilities of either Party hereunder, then the aggrieved Party shall notify the other Party in writing thereof, and the Parties shall endeavor to resolve the same by mutual discussions and Agreement.

23.2 If the dispute or difference cannot be resolved within a period of 7 (seven) days, from the notice by the aggrieved Party under Sub-Clause 23.1 above, then the dispute shall be referred to arbitration to be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any other statutory modifications or replacement thereof. All arbitration proceedings will be in the English language and the venue and seat of the arbitration will be Mumbai. The arbitration shall be conducted by a sole arbitrator who shall be appointed by the Company (Arbitrator).

23.3 The decision of the Arbitrator shall be in writing and shall be final and binding on the Parties. The arbitral award may include costs, including reasonable attorney fees and disbursements. Judgment upon the award may be entered by the Courts in Mumbai.

23.4 This Agreement and rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceeding hereunder.

23.5 This Agreement shall be governed and interpreted by and construed in accordance with the laws of India. The courts at Mumbai alone shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement.

### 24. SEVERABILITY

24.1 If at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under Applicable Law that shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement and all other provisions of the Agreement shall survive.

24.2 The Parties shall negotiate in good faith to replace such unenforceable provisions so as to give effect nearest the provision being replaced, and that preserves the Party's commercial interests under this Agreement.

### 25. WAIVER

25.1 Any delay tolerated or indulgence shown by the Company in enforcing any of the terms of this Agreement or any forbearance or extension of time for payment of instalment to the Purchaser by the Company shall not be construed as waiver on the part of the Company or any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor the same shall in any manner prejudice or affect the rights of the Company.

### 26. ENTIRE AGREEMENT

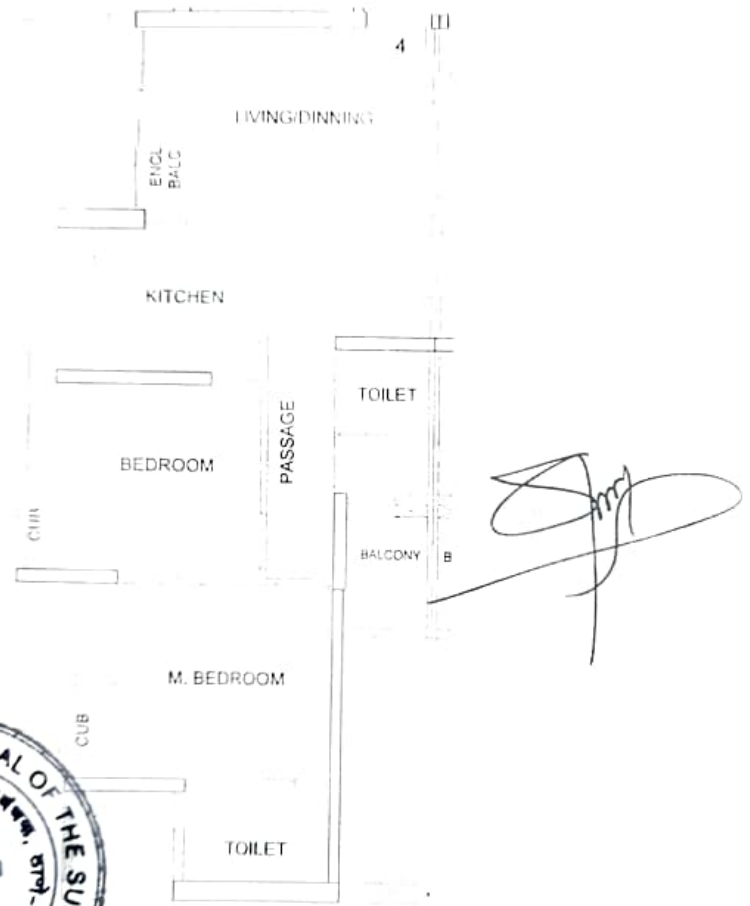


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KEY PLAN



*P.B. D. Deshpande*  
*Fl. No. 1604*



LODHA MIRA ROAD

NOTE: PLAN NOT TO THE SCALE



FLOOR - 16TH FLAT NO. 1604

BELLISSIMO MAHAVIR ASSOCIATES  
DWELLERS PRIVATE LIMITED  
412, Floor - 4, 175, Vardhaman Chamber  
Coverage Patel Road, Horniman Circle, Fort, Mumbai-400001

PROPOSED LAYOUT ON PLOT BEARING S NO 90/1, 91, 1C, 91/2, 98/2  
AT GHODBUNDER, TALUKA & DIST. THANE (W).

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रजद प्रमाणित 1304  
09/12/20

ARCHITECT  
KAPADIA ASSOCIATES  
architecture - urban design

113, 114  
Panchsheel Centre, Dr. D.S. Saheb Road  
107, Anandnagar, Mumbai - 400 002  
Mumbai - 400 002

## Annexure 6

(Unit and Project Details)

दस्त क्रमांक	१५ / ५४
	२०१६

- (I) CUSTOMER ID : 1270405  
 (II) Correspondence Address of Purchaser: D-1 903, Datta Digambar Chs, Charkop, Kandivali West, Mumbai-400067  
 (III) Email ID of Purchaser: rahul@redeyetechnologies.co.in

## (IV) Unit Details:

- (i) Development/Project : Lodha Mira Road Project 1  
 (ii) Building Name : Tower-2  
 (iii) Wing  
 (iv) Unit No. : 1604  
 (v) Area

	Sq. Ft.	Sq. Mtrs.
Carpet Area	621	57.69
EBVT Area	38	3.53
Net Area (Carpet Area +EBVT Area)	659	61.22

- (vi) Car Parking Space allotted: 01 (ONE).

- (V) Consideration Value (CV): Rs.7807266/- (Rupees Seventy Eight Lakhs Seven Thousand Two Hundred Sixty Six Only)

- (VI) Payment Schedule for the Consideration Value (CV):

Sr. no	Upon Initiation of	Amount (In Rs.)
1	Booking Amount-1 (payable at time of booking)	81000/-
2	Booking Amount-2 (within 21 days from booking)	390363/-
3	Booking Amount-3 (within 42 days from booking)	1082283/-
4	On initiation of RCC works for Raft	788534/-
5	On initiation of RCC works for Plinth	780727/-
6	On initiation of RCC work on Level 2	780727/-
7	On initiation of RCC work on Level 8	780727/-
8	On initiation of RCC work on Level 14	780727/-
9	On initiation of RCC work on Level 22	780727/-
10	On initiation of Brickwork	312291/-
11	On initiation of Plumbing Work	312291/-
12	On initiation of External Painting	702654/-
13	On intimation of possession	234215/-

The aforesaid schedule is not chronological and payment for any of the aforesaid milestones may become due before or after the other milestones, depending on the date of initiation of the relevant milestone.



PP.P.

Purushottam



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35 (1) / 45	Reimbursements: Payable on/before the Date of Offer of Possession:
	Land Under Construction (LUC) Reimbursement:
	RS. 11140/- (Rupees Eleven Thousand One Hundred Forty Only) towards reimbursement of LUC from the start of construction till the Date of Offer of Possession

- (2) **Electricity Deposit Reimbursement:**  
Rs 7000/- (Rupees Seven Thousand Only) towards provisional amount reimbursement of deposit paid to Electricity Supply company on the Purchaser's behalf. The benefit of the said deposit shall stand transferred to the Purchaser when meter is transferred to the Purchaser's name.
- (3) **Provisional Electricity Charges (if applicable):** Rs.NA/- covering period of 18 months from DOP.
- (4) **Utility connection and related expenses:** Rs.99825/- (Rupees Ninety Nine Thousand Eight Hundred Twenty Five Only)
- (5) **Pipes Gas connection and related expenses (if applicable):** Rs.NA/-
- (6) **Share Money:** Rs.1050/- (Rupees One Thousand Fifty Only)

(VIII) **Maintenance Related Amounts:** Provisional amounts (subject to actuals) payable on/before the Date of Offer of Possession:

- (1) **BCAM Charges:** Rs.100234/- (Rupees One Lakh Two Hundred Thirty Four Only) covering period of 18 months from DOP.
- (2) **FCAM Charges (if applicable):** Rs.NA\_/- (Rupees NA only) covering period of 18 months from DOP.
- (3) **Property Tax (Estimated):** Rs.18979/- (Rupees Eighteen Thousand Nine Hundred Seventy Nine Only) covering period of 18 months from DOP
- (4) **Building Protection Deposit:** Undated cheque of Rs 72000 - (Rupees Seventy Two Thousand Only) towards Building Protection Deposit which shall be encashed only if there is violation of guidelines in respect of execution of fit out/interior works.



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*Prunawal*



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Total Consideration = Consideration Value (CV) + Reimbursements + Maintenance Related Amounts.

All amounts stated hereinabove are exclusive of Indirect Taxes (including but not limited to service tax, MVAT, GST, stamp duty etc.) and all such Indirect Taxes/levies have to be borne and paid by the Purchaser separately immediately upon the same being demanded by the Company.

(IX) The number of family members eligible for club membership are:

Configuration of Unit	No. of members
1 BHK	4
2 BHK	5
3 BHK	5
4 BHK or larger	6

(X) Date of Offer of Possession: 30<sup>TH</sup> August 2020, subject to additional grace period of 18 (eighteen) months and any extension as may be applicable on account of the provisions of Clause 10.4

(XI) Project Details:

- 1) Project Name: Lodha Mira Road Project 1
- 2) RERA Registration Number : P51700012991
- 3) No. of Building : 5



*ABP*

*Pranav*

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**CHALLAN**  
**MTR Form Number-6**



GRN	MH005160257202324E	BARCODE	[Barcode]		Date	13/07/2023-18:51:04	Form ID	34
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Stamp Duty Registration Fee			TAX ID / TAN (If Any)				
Office Name	THN10, THANE NO 10 JOINT SUB REGISTR			PAN No.(If Applicable)	AQRPJ3063B			
Location	THANE			Full Name	Pallavi Rahul Dhondwad			
Year	2023-2024 One Time			Flat/Block No.	Flat no 1604, Lodha Mira Road project 1, Tower 2			
Account Head Details		Amount In Rs.	Premises/Building		Village Ghodoandar			
0030046401	Stamp Duty	92208.00	Road/Street		Mira Road East, Thane			
0030063301	Registration Fee	200.00	Area/Locality		Mira Road East, Thane			
			Town/City/District					
			PIN		4 0 1 1 0 7			
			Remarks (If Any)		PAN2=AOGPD9873A-SecondPartyName=Rahul Ganpat Dhondwad-			
			Amount in		Ninety Two Thousand Four Hundred Eight Rupees Only			
		92,408.00	Words					
Payment Details			STATE BANK OF INDIA		FOR USE IN RECEIVING BANK			
Cheque-DD Details			Bank CIN	Ref No.	00040572023071385491	CKX4311887		
Cheque/DD No.			Bank Date	RBI Date	13/07/2023-18:24:53	Not Verified with RBI		
Name of Bank			Bank-Branch		STATE BANK OF INDIA			
Name of Branch			Scroll No.	Date	Not Verified with Scroll			

Department ID : 8779873698  
 NOTE:- This challan is valid for document to be registered in Sub Registrar office. Not valid for unregistered document.  
 2023-07-13 18:51:04

**Challan Defaced Details**

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(S)-393-12634	0002681753202324	14/07/2023-14:18:42	IGR122	200.00
2	(S)-393-12634	0002681753202324	14/07/2023-14:18:42	IGR122	92208.00
<b>Total Defacement Amount</b>					<b>92,408.00</b>

RECEIVED - 90  
 22/07/2023  
 23/07/2023

Print Date 14-07-2023 02:23:49

*Dhondwad*

# GIFT DEED



THIS DEED OF GIFT made and entered into this 14<sup>th</sup> day of JULY, 2023 by and between **Mr. Rahul Ganpat Dhondwad**, Indian Inhabitant residing at **D-1,903, Datta Digambar chs, Charkop, Kandivali -West, Mumbai - 400067**, hereinafter referred to as "**the DONOR**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include him and her heirs, legal representatives, executors and administrators) of the **ONE PART A N D MRS. PALLAVI RAHUL DHONDWAD** also Indian Inhabitant residing at **D-1,903, Datta Digambar chs, Charkop, Kandivali -West, Mumbai - 400067**, hereinafter referred to as "**the DONEE**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include him and his heirs, legal representatives, executors and administrators) of the **OTHER PART**.

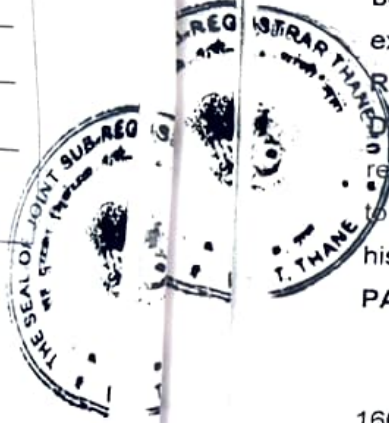
14 JULY 2023  
22832  
1/2023  
[Handwritten signatures]

**WHEREAS** the Donor is Co-owner of occupant in respect of Flat No 1604, admeasuring 659 sq.ft. (carpet) with one parking in Lodha Mira road Project 1, Tower 2, situated at Mira road-East, Thane- on Plot of Land bearing Survey No. 90/3B, 91/1K, 91/2, 98/2 of Village Ghodbandar respectively Taluka Thane under Mira Bhayander Municipal corporation and he has having 50% share in the said Flat along with his wife Smt. Pallavi Rahul Dhondwad. (hereinafter referred to "**the said Flat**");

*Rahul Dhondwad*

1

*Pallavi Dhondwad*



90  
2023

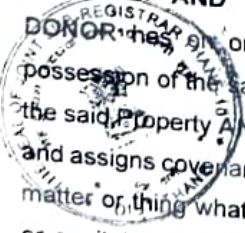
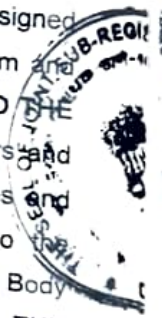
23



**AND WHEREAS** the Donor is the husband of the Donee and also co-owner of the said Flat alongwith Donor and both are having 50:50% share in the said Flat.

**AND WHEREAS** the Donor is desirous of gifting to the Donee the 50% share of said Flat;

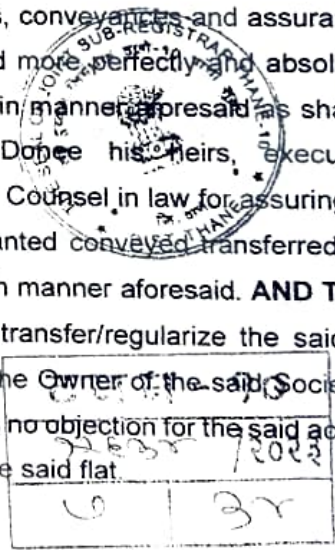
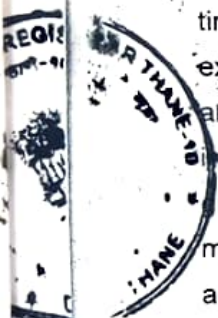
**NOW THIS INDENTURE WITNESSETH THAT** in consideration of the natural love and affection that the Donor bears towards the Donee, the Donor hereby gifts, transfers and assigns unto the Donee the said Flat **TOGETHER** with all and singular benefits and advantages and appurtenances whatsoever attached to the said Flat or any part thereof belonging to or in anywise pertaining or with the or any part thereof now or at any time hereto for usefully held, used, occupied and/or enjoyed or reputed to known as part of ownership thereof and to belong or appurtenant thereto **AND ALL THE ESTATE** right, title, interest, claim and demand whatsoever as law and in equity of the Donor in to out of or upon the said Flat **TO HAVE AND TO HOLD** all and singular the said Property hereby gifted conveyed assigned transferred and assured or intended or expressed so to be with him and every of his rights of ownership and appurtenances **UNTO AND TO THE USE** and benefit of the Donee her heirs, executors, administrators and assigns forever **SUBJECT HOWEVER TO** the payment of all taxes and assessments now chargeable in respect of the said Property to the Government or to the Municipal Corporation or to any Public Body **AND THIS DEED FURTHER WITNESSETH THAT THE DONOR** has or before the date hereof handed over to the Donee possession of the said Flat and that the Donee has taken the possession of the said Property **AND** the Donor doth hereby for herself and his successors and assigns covenants with the Donee **THAT** notwithstanding any act, deed, matter of thing whatsoever by the Donor or any person or persons lawfully or equitably claiming by from through under or in trust for his made done committed omitted or knowingly or willingly suffered to the contrary **HE** the Donor now has in himself good right full power and absolute authority to grant convey transfer and assure the said Flat hereby granted conveyed transferred and assured or intended so to be unto and to the use of the.



92E3	135
Handwritten signature	

R.G. D. ...

Donee in manner aforesaid **AND THAT** it shall be lawful for the Donee from time to time and at all times hereafter peaceably and quietly to hold under upon occupy possess and enjoy the said Flat hereby granted conveyed Transferred and assured with their appurtenances and or every part thereof to and for his own use and benefit without any suit lawful eviction interruption claim and demand whatsoever from or by the Donor or his heirs, executors and administrators or any of them from or by any person lawfully or equitably claiming or to claim by from under or in trust for his or any of them **AND** that free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the Donor well and sufficiently saved defended kept harmless and indemnified of from and against all former and other estates, title, charges and encumbrances whatsoever either already or hereafter had made executed occasioned or suffered by the Donor or by any other person or persons lawfully or equitably claiming or to claim by from under or in trust for her **AND FURTHER** that he the Donor and all persons having or lawfully or equitably claiming any estate right, title or interest at law or in equity in the said property hereby granted conveyed transferred and assured or any part thereof by from under or in trust for her the Donor or his heirs or any of them shall and will from time to time and at all times hereafter at the request and cost of the Donee do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds, matters, things, conveyances and assurances in law whatsoever for the better further and more perfectly and absolutely granting unto and to the use of the Donee in manner aforesaid as shall or may be reasonably required by the Donee his heirs, executors, administrators and assignees or his or their Counsel in law for assuring the said flat and every part thereof hereby granted conveyed transferred and assured unto and to the use of the Donee in manner aforesaid. **AND THAT** it shall be lawful for the Donee to get it transfer/regularize the said flat exclusively in his own name and become the Owner of the said Society in the strength of this Gift Deed and Donor has no objection for the said act and Donee will be become absolute owner of the said flat.



*[Handwritten signature]*

*P. G. Dhankar*



THE SCHEDULE ABOVE REFERRED TO:

ALL THOSE incidental thereto the right to own, used and occupy 50% undivided share of Flat No. 1604 out of and forming the part admeasuring sq. ft 329.50 (carpet) and total admeasuring 659 sq. ft. (carpet), total area along with one parking in Lodha Mira road Project 1, Tower 2, situated at Mira road-East, Thane- on Plot of Land bearing Survey No. 90/3B, 91/1K, 91/2, 98/2 of Village Ghodbandar respectively Taluka Thane under Mira Bhayander Municipal corporation.

IN WITNESS WHEREOF the parties hereto have signed and subscribed their respective hands on the day and the year first herein above written.

SIGNED SEALED AND DELIVERED )

By the withinnamed DONOR )

Mr. Rahul Ganpat Dhondwad )

in the presence of... P. Anant )

*R. G. Dhondwad*

SIGNED SEALED AND DELIVERED )

By the withinnamed DONEE )

Mrs. Palkajy Rahul Dhondwad )

in the presence of... all )

*Palkajy*



1) P. Anant

2) all



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12/02/2018

मूची क्र.2

दुय्यम निबंधक : सह दु.नि.ठाणे 2  
दल क्रमांक : 1976/2018  
मोदणी  
Regn.63m

माहाचे नाव 1) घोडबंदर

(1) विवेकाचा प्रकार	करारनामा
(2) मोडरना	7807266
(3) बाजारभावा/भाडेपट्ट्याच्या बाबतिलपट्टाकार आकारणी देतो की पट्टेदार ने तमुद कराये)	6327600
(4) भू.साधन मीटरद्विमा व परतमाक (अवस्था)	1) वास्तुविषे माक विरा-घोडबंदर वनगा इतर वतीन अचलित नं. 1604, माळा नं. 16वा मजला, इमारतीचे माक - पंजा सींग रोड प्रोजेक्ट 1, टावर 2, प्लॉट नं. घोडबंदर, ता.तुका-विठ्ठल टाण, इतर बाहिरी: सेच 859 की फूट मूलाकच 61.22 चौ.मी. करणेंत मोडर एक कार पाविला ( ( Survey Number : 90/3व, 91/1व, 91/2 व 91/2 व इतर तमुद केल्याप्रमाणे ) )
(5) क्षेत्रमाक	1) 61.22 चौ.मीटर
(6) आकारणी किंवा मुदणी देण्याच अंमल केला	
(7) वनपेचज करन देणा-पासितून देवणा-पा पक्षकाराचे माक किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिने माक व पना	1) माक-वेल्थिमिमो घडावीर अंमोसाण्ट इतरपणे 2) वि. सके कु. मु. सुंरुदन नायर सके कडुवीरबाबासाठी कु. मु. मदेरी केमरकर सच. -24, पना -प्लॉट नं. - माळा नं. 4वा मजला, इमारतीचे माक - 412, 17जी बंधनान पेंवर, प्लॉट नं. इन्डियन बँक, फोर्टे, मुंबई, रोड नं. काकमळी पेटेन रोड, महाराष्ट्र, मुंबई - पिन कोड -400001 पॅन नं.-AAHCB4262F
(8) इतरपेचज करन देणा-वा पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिने माक व पना	1) माक-राहुल मलयन घोडबंदर - - पथ-31, पना -प्लॉट नं. - माळा नं. - इमारतीचे माक: टी. 1 903 देन विंगडर कोहीमा, प्लॉट नं. बाकरोप, पाटिलकी-पथिम, मुंबई, रोड नं. - महाराष्ट्र, मुंबई, पिन कोड -400067 पॅन नं.-AOGPD5673A 2) माक -पल्लवी राहुल घोडबंदर - - पथ-28, पना -प्लॉट नं. - माळा नं. - इमारतीचे माक: टी. 1 903 देन विंगडर कोहीमा, प्लॉट नं. बाकरोप, पाटिलकी-पथिम, मुंबई, रोड नं. - महाराष्ट्र, मुंबई, पिन कोड -400067 पॅन नं.-AQRPJ3000B
(9) इतरपेचज करन दिव्याचा दिनांक	12/02/2018
(10) इतर मोदणी केल्याचा दिनांक	12/02/2018
(11) भुमूकमांक, खंर व नुड	1976/2018
(12) बाजारभावाप्रमाणे मुद्राक शुल्क	468500
(13) बाजारभावाप्रमाणे मोदणी शुल्क	30000
(14) भंग	



सह दुय्यम निबंधक, मूची क्र. 2

मुम्बईकनासाठी विचारात घेतलेला अपरधीन -  
मुद्राक शुल्क आकारनामा निबडणेला अजबकट -

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



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# मिरा भाईंदर महानगरपालिका

## नगररचना विभाग

स्वांगी विवेकानंद भवन, आर.बी.के. स्कूलच्या बाजूला, कनाकिया, मिरारोड (पू.)  
जि. राणे - 401 107. दूरध्वनी : 022-28121455. • E-mail Id : [tp@mbmc.gov.in](mailto:tp@mbmc.gov.in)

G.C. (V. 400) 2022-01

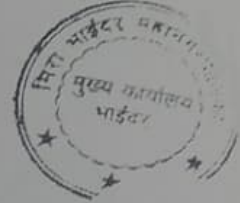
जा.क्र. : मनपा/नर/ 38E/2022 - 2023

दिनांक : 2.8.18/2022

// भाग भोगवटा दाखला //

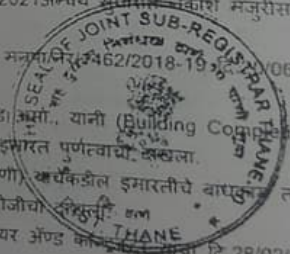
प्रति,

- 1) मे. गॅझेटेड इन्जिनियर लिमिटेड (विकासक)  
412, 4 ला मजला, 17 जी, वर्धमान चॅम्बर्स,  
हार्मिन्स सर्क, कावासजी पटेल रोड, फोर्ट, मुंबई - 400 001.
- 2) श्री. प्राद्विप कांबळे (वास्तुविशारद)  
बी-101, पहीला मजला, रामनगर, शोबिवली (पूर्व)



विषय - मॉजे घोडबंदर, स.क्र. 90/2व, 90/3व, 91/1क, 91/2, 98/2 या जागेतील इमारत पत्रक  
1,2,3,4 (तळ + 23 मजले), क्लब हाऊस (तळ + 1) मजलेसाठी As built भागवटा  
दाखला व MLCP इमारत (तळ + 8) करीत As built भाग भोगवटा दाखला मिळणेबाबत.

- संदर्भ - 1) वास्तुविशारद मे. प्राद्विप कांबळे अॅण्ड असो., यांचा दि. 09/02/2022, दि 29/08/2022 व  
दि 28/04/2022 रोजीचा परस्ताव.
- 2) मा. जिल्हाधिकारी कार्यालयाचे क्र महसुल/क-1/टे-2/घोडबंदर-ठाणे/सनद/एसआर-53/2022  
दि.23/08/2021 अन्वयेचे सनद आदेश.
- 3) मे. सक्षम प्राधिकारी नागरी संकुलन ठाणे यांचेकडील आदेश क्र यु.एल.सी./टिए  
डब्ल्यु.एस.एच.एस.-20/एसआर-1110, दि.21/10/2000 चे आदेश व पत्र क्र यु.एल.सी./  
टिए/एटीपी/कलम-20/एसआर-1110/199/2021 दि.23/03/2021 अन्वये अंतिम नोंद  
दाखला.
- 3) मिरा भाईंदर महानगरपालिकेकडील पत्र क्र मनपा/नर/830/2019-20 दि 28/05/2019  
मनपा/नर/4300/2020-21 दि. 31/03/2021 अन्वये सुभाषी लकाशे मंजुरीसह सुधारीत  
बांधकाम परवानगी.
- 4) मिरा भाईंदर महानगरपालिकेने पत्र क्र मनपा/नर/462/2018-19 दि. 06/06/2018  
अन्वये जोन्याचा दाखला.
- 5) मे. वास्तुविशारद मे. प्राद्विप कांबळे अॅण्ड असो., यानी (Building Commission  
Certificate) दि 08/02/2022 रोजीचा इमारत पूर्णत्वाचा दाखला.
- 6) शोकाती कन्सल्टंट (श्री. वत्सल गोकर्ण) यांचेकडील इमारतीचे बांधकाम तारिकरध्या  
योग्य असलेबाबतचा दि.28/02/2022 रोजीचा दाखला.
- 7) मे. सफायर कन्स्ट्रक्शन कंपनी इंजिनियर अॅण्ड कांस्ट्रक्शनचा दि.28/02/2022 रोजीचा  
प्लानिंगबाबतचा दाखला.



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# मिरा भाईंदर महानगरपालिका

## नगररचना विभाग

स्वामी विवेकानंद भवन, आर.बी.के. स्कूलच्या बाजूला, कनाकिया, मिरारोड (पू.)  
जि. ठाणे - 401 107, दूरध्वनी : 022-28121455, • E-mail Id : [tp@mbmc.gov.in](mailto:tp@mbmc.gov.in)

D.C. (L&GR) 2022-01

जा.क्र :- मनपा/नर/ 38E/ 2022 - 2023

दिनांक :- 21/8/2022



- 8) साईट सुपरवायझर, श्री. संदिप पी. काकड यांनी जागेवरील इमारतीचे काम योग्यरित्या झाल्याबाबतचा दि.08/02/2022 रोजीचा दाखला.
- 9) महानगरपालिकेच्या अग्निशमन विभागाकडील पत्र क्र.मनपा/अग्नि/1707/2021-22 दि.04/02/2022 अन्वये अंतिम नाहरकत दाखला.
- 10) महानगरपालिकेच्या मा. कार्यकारी अभियंता (साबां) यांनी पत्र क्र. मनपा/विद्युत/ 3814/2021-22 दि.02/02/2022 अन्वये सोलर वॉटर हीटिंग सिस्टीम कार्यान्वीत असल्याबाबतचा दाखला
- 11) महानगरपालिकेच्या मा. कार्यकारी अभियंता (साबां) यांनी पत्र क्र. मनपा/साबां/एस.डब्ल्यू.डि-32/6896/2021-22 दि.02/02/2022 अन्वये स्टॉमॅच वॉटर ट्रेन कार्यान्वीत असल्याबाबतचा नाहरकत दाखला
- 12) महानगरपालिकेच्या मा. कार्यकारी अभियंता, पाणी पुरवठा विभाग यांनी पत्र क्र. मनपा/पापू/2500/2021-22 दि.20/01/2022 अन्वये रेन वॉटर हार्वेस्टिंग सिस्टीम कार्यान्वीत केल्याबाबतचा दाखला
- 13) महानगरपालिकेच्या वृक्ष प्राधिकरण विभागाकडील पत्र क्र. मनपा/वृषा/658/2021-22 दि.24/03/2022 अन्वये नाहरकत दाखला.
- 14) महानगरपालिकेच्या मा. कार्यकारी अभियंता, पाणी पुरवठा विभाग यांनी पत्र क्र. मनपा/पापू/2624/2021-22 दि.03/02/2022 अन्वये एकूण 5 इमारतीकरीता 330KLD चा मलनिस्सारण कॅट उभारण्यात आल्याचा दाखला.
- 15) विकासकाचे दि.29/03/2022 रोजीचे हमीपत्र.

सहोदय,

विषयांकित मॉडे घोडबंदर, स.क्र. 90/2पै., 90/3ब, 91/1क, 91/2, 98/2 या जागेतील इमारत प्रकार 1,2,3,4 (तळ + 23 मजले), क्लब हाऊस (तळ + 1) करीता As built भोगवटा दाखला व MLCP इमारत (तळ + 8 मजले) करीता क्षेत्र 52335.65 चौ.मी. चे बांधकाम वास्तुविशारद मे. प्रतिप कांबळे अॅण्ड असो., (नोंदणी क्र. पत्र क्र. CA/87/10471 दि.31/12/2030 पर्यंतची मुदतवाढ) यांनी सादर केलेल्या मंजूर नकाशाप्रमाणे व वास्तुविशारद मे. प्रतिप कांबळे अॅण्ड असो., यांच्या देखरेखीखाली पूर्ण झालेले असून सादरचे बांधकाम तांत्रिकदृष्ट्या योग्य असल्याबाबत संरचना अभियंता, लोकानी कन्सल्टंट (श्री. वत्सल गोकणी) व सादर इमारतीच्या प्लंबीगचे काम योग्य झालेबाबत संरचना अभियंता, कॅम्पार कन्स्ट्रक्शन कंपनी इंजिनियर अॅण्ड कॉन्ट्रक्टर यांनी दाखला दिलेला आहे. यास्तव सादर वरीलप्रमाणे च्या रिव्हिज वाणिज्य वापराच्या इमारतीकरीता खालील अटीशर्तीच्या अधिन राहून इमारतीसाठी As Built भोगवटा दाखला देण्यात येत आहे.

अटीशर्ती -

- T) सर्वभिय पत्र क्र. 3 अन्वयेच्या सुधारीत बांधकाम परवानगी मधील अटीशर्तीचे व विकासकाच्या सदर्भ क्र. 14 अन्वयेच्या हमीपत्र / शपथपत्राचे पाळन करणे बंधनकारक राहिल

सल

टलन - 90	
2838	/2023
94	38

मिरा भाईंदर महानगरपालिका

मुख्य कार्यालय, भाईंदर (प).

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

जा.क्र. मिमा / मनापा / नर 1530/2022-20 दिनांक - 14/05/2022

पति.

अधिकार पत्रधारक - मे. भेनिसिगो महावीर जसोसिएट्स प्रोप्रायटरी प्रा. लि.

द्वारा - वस्तुविचारक - मे. प्रदीप कांबळे भेंन्स अर्ली.

विषय - मिरा भाईंदर महानगरपालिका क्षेत्रातील मौजे - प्रोडबंदर

सर्वे क्र./ हिस्सा क्र. 90/3अ, 91/1क, 91/2, 98/2 व 90/2ए

या जागेत नियोजित बांधकामास बांधकाम प्रारंभपर मिळणेबाबत

- संदर्भ :-
- 1) आपला दि. 14/03/2019 चा अर्ज.
  - 2) मे. सशम प्राधिकारी नागरी संकुलन ठाणे यांचेकडील आदेश क्र. यु.एल.सी. टिप/इन्व्हेंच्यु एम.एच.एस.-20/एसआर-1110, दि. 21/10/2000 चे आदेश व आदेश क्र. यु.एल.सी./टी.ए/कलम 20/मुदतवाढ/एस.आर.-1110/497, दि. 30/11/2017 ची मुदतवाढ व यु.एल.सी./टिप/एटीपी/कलम-20/मुदतवाढ व टिप/आर-02/एसआर-1110, दि. 20/02/2019 अन्वये मुदतवाढ विकास हक्क प्रमाणपत्राचा वापर करणेकरिताचा नाहरकत दाखला.
  - 3) मा. जिल्हाधिकारी ठाणे यांचेकडील पत्र क्र. महसूल/क-1/दि-1/समद/एसआर 53/17, दि. 08/03/2018 रोजीची सनद.
  - 4) टी इस्टेट इन्व्हेस्टमेंट कंपनी प्रा. लि. यांचेकडील स.क्र. 90/3अ करिता क्र. E/NOC/1503/17, दि. 20/09/2017, स.क्र. 91/1क करिता क्र. E/NOC/1502/17, दि. 20/09/2017, स.क्र. 91/2 करिता क्र. E/NOC/1501/17, दि. 15/09/2017, स.क्र. 98/2 करिता क्र. E/NOC/1504/17, दि. 20/09/2017
  - 5) अतिनामन विभागाकडील पत्र क्र. मिमा/मनापा/अरिनि/537/2017-18, दि. 12/09/2017 अन्वये तात्पुरता नाहरकत दाखला व मनापा/अरिनि/50/2018-19, दि. 07/06/2018 अन्वये तात्पुरता स्वरूपाचा नाहरकत दाखला.
  - 6) महाराष्ट्र शहरनामच्या पर्यावरण विभागाकडील क्र. SEIAA-EC-0000000297, दि. 14/05/2018 अन्वयेचा नाहरकत दाखला.
  - 7) या कार्यालयचा पत्र क्र. मिमा/मनापा/नर/5632/2018-19, दि. 31/12/2018 अन्वये वीरकाम परतलागी.

बांधकाम प्रारंभपर (सुधारित नकारो मंजूरीसह)  
(जिल्ह्यात हक्क प्रमाणपत्राचा वापरसह)

महाराष्ट्र पारितोषिक व नगरपालिका अधिनियम 1968 च्या कलम 44, 45 अन्वये व मुंबई प्रांतीय

नगरपालिका अधिनियम 1949 च्या कलम 253 ते 269 विनात कार्य करण्यासाठी / बांधकाम

परवानगीसाठी आपण विनंती करू नये. मिरा भाईंदर महानगरपालिका क्षेत्रातील मौजे - प्रोडबंदर

मौजे क्र. 90/3अ, 91/1क, 91/2, 98/2 व 90/2ए या जागेतील रेखांकन, इमारतीचे

बांधकाम नवीनपणे सुरू करणेबाबत आपण आपला अर्ज देण्याच्या अधीन राहून ही मंजूरी

करण्यात येईल.

1) सदर मुदतवाढीचा वापर करता बांधकाम नकारात. दोषांविषयीचे रहित्वास + बांधकाम

कृपया तपासून घ्यावे. बांधकाम प्रारंभपर (सुधारित नकारो मंजूरीसह)

महाराष्ट्र पारितोषिक व नगरपालिका अधिनियम 1968 च्या कलम 44, 45 अन्वये व मुंबई प्रांतीय

नगरपालिका अधिनियम 1949 च्या कलम 253 ते 269 विनात कार्य करण्यासाठी / बांधकाम

परवानगीसाठी आपण विनंती करू नये. मिरा भाईंदर महानगरपालिका क्षेत्रातील मौजे - प्रोडबंदर

मौजे क्र. 90/3अ, 91/1क, 91/2, 98/2 व 90/2ए या जागेतील रेखांकन, इमारतीचे

बांधकाम नवीनपणे सुरू करणेबाबत आपण आपला अर्ज देण्याच्या अधीन राहून ही मंजूरी

करण्यात येईल.

1) सदर मुदतवाढीचा वापर करता बांधकाम नकारात. दोषांविषयीचे रहित्वास + बांधकाम

कृपया तपासून घ्यावे. बांधकाम प्रारंभपर (सुधारित नकारो मंजूरीसह)

महाराष्ट्र पारितोषिक व नगरपालिका अधिनियम 1968 च्या कलम 44, 45 अन्वये व मुंबई प्रांतीय

नगरपालिका अधिनियम 1949 च्या कलम 253 ते 269 विनात कार्य करण्यासाठी / बांधकाम

परवानगीसाठी आपण विनंती करू नये. मिरा भाईंदर महानगरपालिका क्षेत्रातील मौजे - प्रोडबंदर

मौजे क्र. 90/3अ, 91/1क, 91/2, 98/2 व 90/2ए या जागेतील रेखांकन, इमारतीचे

बांधकाम नवीनपणे सुरू करणेबाबत आपण आपला अर्ज देण्याच्या अधीन राहून ही मंजूरी

करण्यात येईल.

तल्ल - 90
२२६३४ / २०२३
३७ ३२





# मिरा भाईंदर महानगरपालिका

## नगररचना विभाग

स्वाामी विवेकानंद भवन, आर.बी.के. स्कूलच्या बाजूला, कनाकिया, मिरारोड (ए.)  
जि. ठाणे - 401 107, दूरध्वनी : 022-28121455, • E-mail Id : tp@mbmc.gov.in

प.स. ३५५३/२०२२-२३

जा.क्र :- मनपा/नर-३४६/२०२२ - २०२३

दिनांक :- २६/४/२०२३

उर

- अ) आयुक्त, मिरा भाईंदर महानगरपालिका यांना आवश्यकता वाटल्यास कोणत्याही प्रकारची पुतंता करणेस कळविल्यानंतर किंवा कोणत्याही प्रकारचा प्रतिबंध केल्यानंतर त्याचे पालन नाही केल्यास.
- ब) आपण कोणत्याही प्रकारची माहिती तपवून किंवा चुकीची माहिती सादर करून परवानगी / भोगवटा टाकला प्राप्त करून घेतल्याचे आयुक्त, मिरा भाईंदर महानगरपालिका यांची खात्री झालेनंतर सदरचा दाखला रद्द करणेचे अधिकार आयुक्त, मिरा भाईंदर महानगरपालिका यांना आहेत.
- २) सदर इमारतीच्या बांधकामामध्ये अविष्यात कोणत्याही प्रकारचे फेरबदल करावयाचे झाल्यास त्याबाबत महानगरपालिकेची परवानगी प्राप्त करून घेणे आवश्यक आहे.
- ३) सदरच्या दाखल्यामध्ये नमुद केलेल्या वापरा व्यतिरिक्त अविष्यात बदल केल्याचे निदर्शनास आल्यास सदरचा दाखला रद्द समजणेत येवून पुढील कार्यवाही करणेत येईल.
- ४) सदरच्या दाखल्यामुळे महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ मधील कोणत्याही तरतुदी अन्वयेच्या कार्यवाहीसाठी बाधा येणार नाही.
- ५) सदरच्या दाखल्यामुळे अजेंदारास त्याच्या मालकीच्या नसलेल्या कोणत्याही जमिनीचा कोणत्याही प्रकारे वापर करता येणार नाही.
- ६) सदर जागेच्या मालकीबाबतच्या ना. न्यायालयात सुरु असल्यास ना. न्यायालयाच्या आदेशाचे पालन विकासाकार बंधनकारक राहिल. त्याबाबत महानगरपालिकेची कोणत्याही प्रकारची जबाबदारी राहणार नाही.
- ७) अजेंदारांनी सादर केलेल्या दि.०४/०३/२०२२ रोजीच्या शपथपत्राप्रमाणे मल-निस्सारण व्यवस्था सादर पाणीपुरवठा व्यवस्थाबाबत देखभाल दुरुस्ती करणे बंधनकारक राहिल.
- ८) सदर इमारतीचा वापर सुरु करणेपूर्वी सादर दाखला वेळी सादर केलेल्या सर्व विभागाकडील जाहिरनाम्यांचे पालन प्रमाणपत्र / परवानगी यानधील अटीशर्तीची पुतंता करणे बंधनकारक राहिल.
- ९) संदर्भिय पत्र क्र. १५ मधील इमीपत्रांचे / शपथपत्राचे पालन करणे आपणांवर बंधनकारक राहिल.
- १०) रेखाकमानामधील वाहनतळाची जागा कायमस्वरूपी सार्वजनिक वापरासाठी खुली ठेवणे बंधनकारक राहिल.

(मा. आयुक्त सो यांचे मान्यतेने.)



- प्रत - १) कच. सचिव व निर्धारक  
२) विभाग प्रमुख, अतिरिक्त तथा अनाधिकृत बांधकाम नियंत्रण विभाग

टन नं - ९०
९२६३४ / २०२३
९६ / ३४

संज्ञासूची क्र. 1/2023/2023 दि. 31/12/2018

301 यापूर्वी पत्र क्र.

मूळचे बांधकामाच्या सधर विभागाच्या प्रस्तावित केलेल्या इमारतीचे बांधकाम खालीलप्रमाणे मागणीत ठेवून त्यानुसार कार्यवाही करणे बंधनकारक राहिले.

यापूर्वीच्या मंजूरीप्रमाणेच्या मंजूर इमारतीच्या तपशीलअ.क्र.	इमारतीचे नाव / प्रकार	सख्या	तळ + मजले	प्रस्तावित बांधकाम क्षेत्र (चौ.मी.)
1		1	तळ + 19	3346.13
2		2	रिहिल्ट + 16	5753.38
3		3	रिहिल्ट + 17	5947.77
4		4	रिहिल्ट + 20	5198.70
5		5	रिहिल्ट + 7	1522.71
6	बलब हाऊस	1	तळ + 1 (free of FSI)	0
7	पाकिंग पोलियम	1	तळ + 11 (free of FSI)	0
				21768.69 चौ.मी.

या प्रस्तावान्वये प्रस्तावित इमारतीच्या तपशील

अ.क्र.	इमारतीचे नाव / प्रकार	सख्या	तळ + मजले	प्रस्तावित बांधकाम क्षेत्र (चौ.मी.)
1		1	20 ते 23 (रहिवास)	1034.62
2		2	17 ते 23 (रहिवास)	2751.76
3		3	18 ते 23 (रहिवास)	2332.51
4		4	21 ते 23 (रहिवास)	1193.09
5		1	तळ + 7 (वाणिज्य + रहिवास)	1198.18 + 141.20 = 359.95
6	बलब हाऊस	1	तळ + 1 (free of FSI)	0
7	पाकिंग पोलियम	1	तळ + 11 (free of FSI)	0
				7671.88 चौ.मी.

31) यापूर्वी पत्र क्र. सिमा/मनुपा/नर/5632/2018-19 दि.31/12/2018 अन्वये देण्यात आलेली (इमारत प्रकार 1,2,3,4,5 च्या मर्यादेत) मंजूरी रद्द करण्यात येत आहे.

32) जागेवर रेन वॉटर हार्वेस्टिंगची व्यवस्था करणे तसेच त्याबाबतची संज्ञा स्वतंत्र ऑक्टोकर्ड व प्लंबिंग लाईनसह कार्यान्वीत ठेवणे व त्याबाबत पाणीपुरवठा विभागाकडील प्रमाणपत्र सादर करणे बंधनकारक राहिले.

प्रस्तावित इमारतीसाठी भोगवटा दाखल्यापूर्वी प्रती सदनिका 100 लिटर या क्षमतेची रेन वॉटर उर्जा वरिल पाणी गरम करण्याची व्यवस्था (सोलार वॉटर हीटिंग सिस्टीम) बसवून कार्यान्वीत करणे व त्याबाबत सार्वजनिक बांधकाम विभागाकडील नाहरकत दाखला सादर करणे आपणावर बंधनकारक राहिले.

भोगवटा दाखल्यापूर्वी सधर वृक्ष प्राधिकरणाच्या सल्ल्याप्रमाणे भूखंडामध्ये प्रती 100 चौ.मी. करिता दोन झाडे याप्रमाणे तसेच आर.जी. च्या भूखंडामध्ये प्रती 100 चौ.मी. करिता पाच झाडांची लागवड करून त्याबाबत वृक्ष प्राधिकरण विभागाकडील नाहरकत दाखला सादर करणे बंधनकारक राहिले.



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