529/1608 Saturday, February 03,2024 10:58 AM

पावती

Original/Duplicate नोंदणी क्रं. :39म

Regn.:39M

पावती क्रं.: 1769

दिनांक: 03/02/2024

गावाचे नाव: विहीघर

दस्तऐवजाचा अनुक्रमांक: पवल5-1608-2024

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: योगेश दिपक शिवणेकर..

नोंदणी फी दस्त हाताळणी फी पृष्ठांची संख्या: 105

रु. 27600.00

रु. 2100.00

एकुण:

रु. 29700.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 11:18 AM ह्या वेळेस मिळेल.

बाजार मुल्यः रु.1488081.3 /-

मोबदला रु.2750475/-

भरलेले मुद्रांक शुल्क : रु. 165100/-

nanda Joint Sub Registrar Panvel 5

पुळद्साचेज यस्त मिळालाः

सह दुय्यम निबंधक वर्ग-२,

1) देयकाचा प्रकार: DHC रक्कम: रु.2000/-डी्डी्/धनादेश/पे ऑर्डर क्रमांक: 0224023019130 दिनांक: 03/02/2024 बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रक्कम: रु.100/-डीडी/धनादेश/पे ऑर्डर क्रमांक: 0224026919195 दिनांक: 03/02/2024 बँकेचे नाव व पत्ता:

3) देयकाचा प्रकार: eChallan रक्कम: रु.27600/-

ड्रीडी/धनादेश/पे ऑर्डर क्रमांक: MH014982167202324E दिनांक: 03/02/2024 बँकेचे नाव व पत्ता:

नोंद्णी फी माफी असल्यास तपशिल :-

1) Fee Adjustment : Fee Adjustment (yashada training) code added for keeping tack of adjusted विकास ५.(वर्ग-२)

2/3/2024



03/02/2024

सची क्र.2

द्य्यम निबंधक : सह दु.नि.पनवेल 5

दस्त क्रमांक : 1608/2024

नोदंणी: Regn:63m

			0	5	
गावाचे	नाव	:	व	ह	घर

(1)विलेखाचा प्रकार

करारनामा

(2)मोबदला

2750475

(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार 1488081.3 आकारणी देतो की पटटेदार ते नमुद करावे)

(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)

1) पालिकेचे नाव:पनवेल इतर वर्णन :, इतर माहिती: विभाग क्र. 14/4,दर 44300/- प्रति चौ.मी. - युनिट नं. 302,तिसरा मजला,बी विगू,श्री वास्तु सिंफोनी,सर्व्ह नं. 48/2,मौजे विहीघर,ता.पनवेल,जि.रायगड,क्षेत्र. 30.538 चौ.मी कारपेट एरिया या मिळकतीचे( ( Survey Number : 48/2 ; ) )

(5) क्षेत्रफळ

1) 30.538 चौ.मीटर

(6) आकारणी किंवा जुड़ी देण्यात असेल तेव्हा.

(7) दस्त्ऐवज कुरुन देणा-या/लिहून ठेवणा-या ्र प्राप्त वाच किया दिवाणां न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता. 1): नाव:-मे. श्री वास्तुपुर्ती असोसिएट्स तर्फे भागीदार संतोष वसंत आंबवणे . . वय:-57; पत्ता:-प्लॉट नं: ., माळा नं: ., इमारतीचे नाव: ., ब्लॉक नं: ., रोड नं: शॉप नं. 10/11, आशापुरी नगर, पंचरत्न हॉटल जवळ, पनवेल , महाराष्ट्र, राईगार्:(ं०ः). पिन कोड:-410206 पॅन नं:-ABWFS6383B

2): नीव:-संमती देणार - संतोष वसंत आंबवणे स्वत करीता आणि आसिफ हसनमिया पटेल तर्फे अखत्यारी म्हणून . . वय:-57; पत्ता:-प्लॉट नं: ., माळा नं: ., इमारतीचे नाव: ., ब्लॉक नं: ., रोड नं: प्लॉट नं. 94, एम सी सी एच सोसायटी, पनवेल, महाराष्ट्र, राईग्राइः(ं०ः). पिन कोड:-410206 पॅन नं:-AECPA5857R

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

1): नाव:-योगेश दिपक शिवणेकर . . वय:-30; पत्ता:-प्लॉट नं: ., माळा नं: ., इमारतीचे नाव: ., ब्लॉक नं: ., रोड नं: 302/3, ऑरनेट ब्लॉसमस्, आर. व्ही. भिडे मार्ग, पोर्तुगिज चर्च, दादर वेस्ट, मुंबई , महाराष्ट्र, मुम्बई. पिन

कोड:-400028 पॅन नें:-DUZPS0058A 2): नाव:-सुवर्णा दिपक शिवणेकर . . वय:-61; पत्ता:-प्लॉट नं: ., माळा नं: ., इमारतीचे नाव: ., ब्लॉक नं: ., रोड नं: 302/3, ऑरनेट ब्लॉसमस्, आर. व्ही. भिडे मार्ग, पोर्तुगिज चर्च, दादर वेस्ट, मुंबई , महाराष्ट्र, मुम्बई. पिन कोड:-400028 पॅन नं:-RBOPS50621

(9) दस्तऐवज करुन दिल्याचा दिनांक

(10)दस्त नोंदणी केल्याचा दिनांक

03/02/2024 03/02/2024

(11)अनुक्रमांक,खंड व पृष्ठ

1608/2024

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

165100

(13)बाजारभावाप्रमाणे नोंदणी शुल्क

27600

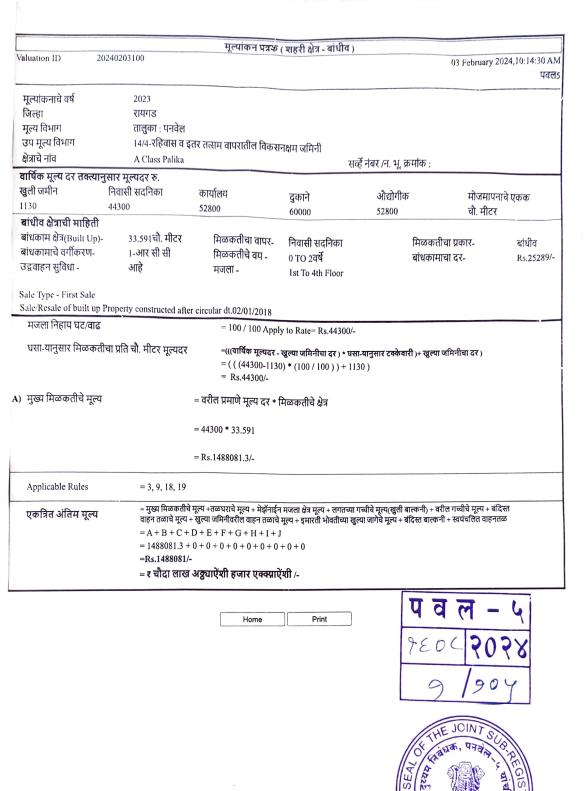
(14)शेरा

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

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

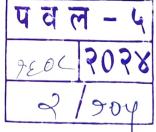
मह दुयम निबंधक वर्ग-२,



1	Department of Stam	p & Registration, I	Maharashtra	
PRN	Receipt of Doc	ument Handling Ch	arges	
PRN 0224026919195				
S.R. Pany	from , Mobile number 00000000 Charges for the Document to be rel 1 of the District Paigage	registered(iSARITA	) in the Sub Registrar office	
S.R. Pany	Charges for the Document to be rel 1 of the District Raigarh.	registered(iSARITA	) in the Sub Registrar office	
S.R. Panv	er and bistrict Kalgarn.	registered(iSARITA	) in the Sub Registrar office	
S.R. Panv	er and bistrict Kalgarn.		, in the out Negistral office	
	Pay	ment Details	02/02/2024	

3. Thuberouse

Mirelen & 12 12 12192







# Receipt of Document Handling Charges

PRN 0224026919195 Receipt Date 03/02/2024

Received from , Mobile number 0000000000, an amount of Rs.100/-, towards Document Handling Charges for the Document to be registered on Document No. 1608 dated 03/02/2024 at the Sub Registrar office Joint S.R. Panvel 5 of the District Raigarh.

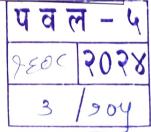
DEFACED

₹ 100

Payment Details

,	- ayment	Jetalis \	
Bank Name	SBIN	Payment Date	02/02/2024
Bank CIN	10004152024020217967	REF No.	439976013064
Deface No	0224026919195D	Deface Date	03/02/2024

This is computer generated receipt, hence no signature is required.





# Department of Stamp & Registration, Maharashtra Receipt of Document Handling Charges PRN 0224023019130 Date 02/02/2024 Received from , Mobile number 0000000000, an amount of Rs.2000/-, towards Document

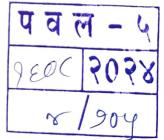
Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office

	Pa	yment Details		
Bank Name	SBIN	Date	00/00/0	
Bank CIN	1000445	Date	02/02/2024	
-3/11	10004152024020217941	REF No.	439969507875	

This is computer generated receipt, hence no signature is required.

J. W. Ambanane

Miniker 23 6 121901 32







# Receipt of Document Handling Charges

PRN 0224023019130 Receipt Date 03/02/2024

Received from , Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 1608 dated 03/02/2024 at the Sub Registrar office Joint S.R. Panvel 5 of the District Raigarh.

Payment Details

DEFACED

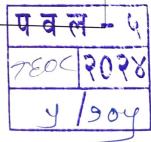
₹ 2000

DEFACED

			No. of Concession, Name of Street, or other Desires, Name of Street, or other Desires, Name of Street, Original Street, Origi
Bank Name	SBIN	Payment Date	02/02/2024

Bank CIN 10004152024020217941 REF No. 439969507875

This is computer generated receipt, hence no signature is required.







### CHALLAN MTR Form Number-6



Department Inspector General Of Registratio	0						
		Payer Details					
Stamp Duty  Type of Payment Registration Fee		TAX ID /	TAX ID / TAN (If Any)				
Type of Payment		PAN No.	PAN No.(If Applicable) DUZPS0058A				
Office Name PNL2 PANVEL 2 JOINT SUB RE	GISTRAR					AR AND OTHE	B ONE
Location RAIGAD		Full Name YOGESH D SHIVNEKAR AND OTHER					
Year 2023-2024 One Time	THE RESERVE OF THE PARTY OF THE	Flat/Bloc	Flat/Block No. FLAT NO 302 3RD FLOOR B WING				
Account Head Details	Amount In Re	. Premises	/Building				
030046401 Stamp Duty	165100.0	0 Road/Stre	pot	SHREE VAST	U SYMPH	IONY	
030063301 Registration Fee	27600,0	O Area/Loc	ality	VIHIGHAR PA	NVEL		
		Town/City	//District				
		PIN		MARK!	4	1 0 2	0
		Remarks	Remarks (If Any)				
		SecondPartyName=MS SHREE VASTUPURTI ASSOCIATES~					
					प	व ल	-
					78	00	909
		Amount In	One Lakh	Ninety Two Th	ousand Se	ven Hundred	Rupees
tal	1,92,700.00	Words	Only			e 19	04
yment Details IDBI BANK			FOR USE IN RECEIVING BANK				
Cheque-DD Details		Bank CIN	Ref. No.	691033320240202 1212 285 69565			
eque/DD No.		Bank Date	RBI Date	02/02/2024-19	P65/81	Not Verified	with RBI
me of Bank		Bank-Branch	1	IDBI BANK	SES	1	र्ग वर्ग
ne of Branch		Scroll No., [	Date	Not Verified	TS TO	205	E/AF
artment ID : TE - This challan is valid for document to be re					Mobiler	ि सत्त्वमेच जबसे	1914489

gir. Bulsavane

Mirrher. Is Pa 12700192



### CHALLAN MTR Form Number-6



GRN MH014982167202324E	BARCODE	8	Date 02/02/2024-19:25:33 Form ID 25.2			25.2				
Department Inspector General	Of Registration				Payer De	etails				_
Stamp Duty			TAX ID / T	AN (If Any	1)		7			
Type of Payment Registration Fee		PAN No.(If	PAN No.(If Applicable) DUZ							
Office Name PNL2_PANVEL 2 J	OINT SUB REGISTR	AR	Full Name YOGESH D SHIVNEKAR AND OTHER ON		ONE					
Location RAIGAD										_
<b>Y</b> ear 2023-2024 One Tir	me	_	Flat/Block	No.	FLAT NO 302 31	RD FLO	OR B W	ING		
Account Head De	etails	Amount In Rs.	Premises/6	Building			10111/			_
0030046401 Stamp Duty		165100.00	Road/Stree	et	SHREE VASTU SYMPHONY				_	
0030063301 Registration Fee		27600.00	Area/Local	lity	VIHIGHAR PANVEL					
			Town/City/	District				——	_	-
			PIN			4	1 (	2	0	6
			Remarks (I	f Any)						
			SecondPart	tyName=M	IS SHREE VASTU	PURTI /	ASSOCI	ATES~		
						प	d (	7		9
DEFACED			750 < 707		१४					
192700.00								1	And A	- O
			Amount In	One La	kh Ninety Two Tho	usand E	seven HI	ingred	Duffe	
Total FACE		1,92,700.00	Words	Only				OIN	C	
Payment Details IDB	BANK			F	OR USE IN RECE	IVINO	ANK	, पन	100	
Cheque	-DD Details		Bank CIN	Ref. No.	691033320240	<del> ₹</del> /	2851	13	<u> </u>	4/0)
Cheque/DD No.			Bank Date	RBI Date	02/02/2024-19	2657 fi	Not	verified	with I	12 - 13 - 13 - 13 - 13 - 13 - 13 - 13 -
Name of Bank			Bank-Branc	h	IDBI BANK	(E)	is (	HO.		7-1
Name of Branch			Scroll No. , Date Not Verified with Scotl							
Department ID : NOTE:- This challan is valid for d सदर चलन केवल दुय्यम निवंधक नाही :	ocument to be regist कार्यालयात नोदणी व	ered in Sub Regis करावयाच्या दस्तार	strar office o साठी लागु अ	only. Not y गहे • नोदंप	ralid for unregiste गी न करावयाच्या	Mobile red doc दरतार	e No. cument. गाठी साद	र चल	हर्में म लाव	44189 IJ

### Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
31. 140.	Hemarks	0007909817202324	03/02/2024-10:58:38	IGR548	27600.00
1	(iS)-529-1608				105400.00
2	(iS)-529-1608	0007909817202324	03/02/2024-10:58:38	IGR548	165100.00
-	(10)-323-1000		Total Defacement Amount		1,92,700.00
			The state of the s		

## AGREEMENT FOR SALE

This **AGREEMENT FOR SALE ("Agreement")** made and is entered into at Panvel, Raigad, on this 03<sup>rd</sup> day of February 2024.

### BY AND BETWEEN

M/s. SHREE VASTUPURTI ASSOCIATES (PAN NO. ABWFS6383B) a

Partnership firm, duly registered under the Indian Partnership Act, 1932, through its Authorized Partner **Shri Santosh Vasant Ambavane** having its registered office at Shop No. 10 / 11, Ashapuri Nagar, Near Pancharatna Hotel, Panvel 410206 and correspondence Office at Shop No. 1, Sai Shakti, Land No. 4, Sector 12, Adai Circle, New Panvel 410206 hereinafter referred to as "the Promoter" (which expression shall unless it be repugnant to the context or the meaning thereof be deemed to mean and include the partner or partners for of the said Firm, the survivor or survivors of them and the heirs, administrators of the such survivor(s) and his/ her/ their assigns, successors) of the **ONE PART** 

MR. YOGESH DIPAK SHIVNEKAR (PAN NO. DUZPS0058A), Age 30 years (MRS. SUVARNA DEEPAK SHIVNEKAR (PAN NO. RBOPS5062), Age 61 years, both Indian inhabitants residing at 302/3, Ornate Blossoms, R.V. Bratte Marg. Near Portuguese Church, Dadar West, Mumbai Maharashtra 400028. here traiter referred to as "the Allottee/s" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/their heirs, executors, administrators and permitted assigns) of the SECOND PART

### AND

Mr. Santosh Vasant Ambavane (PAN- AECPA5857R) residing at Plot No.-94, MCCH Society, Panvel-410206 and Mr. Asif Hasanmiya Patel (PAN- BCUPP5080L) residing at 01/Suleman Apartment, Kacchi Mohalla, Panvel - 410206 both Indian inhabitants hereinafter referred as "THE CONFIRMING PARTY" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators and permitted assigns) of the **THIRD** 

PART Some Shall

Apprivateur 23 Ag 12/19614C

### WHEREAS

B.

The City and Industrial Development Corporation of Maharashtra Ltd. Α ("CIDCO") is the Special Planning Authority declared for the area designated as a site for the new town of Navi Mumbai Airport Influence Notified Area (NAINA) by the Government of Maharashtra in exercise of its power vested under Clause (b) of Sub - Section 1 of Section 40 of Maharashtra Regional & Town Planning Act 1966 (Mah. Act No XXXVII of 1966) ("the said TP Act")

One Shri Shivram Ragho Phadke was the absolute owner ("the Absolute Owner") of Agricultural Land bearing Gat No.48 Hissa no. 1 admeasuring 0 Hectare 69 Ares 0 M and Pot Kharaba 0 Hectare 4 Ares 0 M total area 0 Hectare 73 Ares 0 M assessed at Rs. 14.37 paise lying being and situate at Village

Viniphas, Taluka Panvel, District Raigad, within the limits of Tahasil Panvel, Talathi (Salia) Nere Ythe said Land") being his ancestral land. Shri Shivram Ragho Phadke expired in 1981 and his property was transferred

legal heirs namely 1) Shri Baliram Shivram Phadke, 2) Shri Rambhau STIVE Prodke, 3) Smt. Janabai Bhau Patil, 4) Smt.Revubai Padu Dhavle, 5)

Sint Radiquatai Ravji Rodpalkar, 6) Smt. Gitabai Laxma Bhagat & 7) Dward ai Lahu Bhopi vide mutation entry no. 665.

DATHE Hames of Smt. Janabai Bhau Patil, Smt. Revubai Padu Dhavle, Smt.

Radhikabai Ravji Rodpalkar, Smt. Gitabai Laxma Bhagat & Smt. Dwarabai Lahu Bhopi were deleted from the ownership records due to notice dated 03/04/1983 vide mutation entry no. 666, 667, 669 & 670. Due to deletion of above names Shri Baliram Shivram Phadke and Shri Rambhau Shivram Phadke became the joint owners of the said Land.

An area admeasuring 0 Hectare 40 Ares 0 M out of the said Land was sold to One Mr. Hadkya Bama Popeta by Shri Baliram Shivram Phadke and Shri Rambhau Shivram Phadke vide Mutation entry no. 717.

Shri Baliram Shivram Phadke expired in 1996 and names of his legal heirs F

23 िव सिनवरों के L

1) Shri Narayan Baliram Phadke, 2) Smt. Sitabai Baliram Phadke, 3) Smt. Nirabai Baliram Phadke & Shri Tukaram Motiram Phadke were Mutated as Bhogavatdar in 7/12 extract vide Mutation entry no. 855.

F. The balance part of the said Land i.e. area admeasuring 0 Hectare 33 Ares 0 M assessed at Rs. 6.37 paise belonging to Shri Rambhau Shivram Phadke and 5 others (the "Balance Land") was mortgaged to Panvel Urban Cooperative Bank Ltd. vide mutation entry no. 875 and same was released on mutation entry no. 925.

G. Out of the Balance Land i.e. out of area admeasuring 0 Hectare 32 Ares 0 M assessed at Rs. 6.37 paise, an area admeasuring 0 Hectare 17 Ares 0 M (the "said Project Land") belonging to Shri Rambhau Shivram Phadke and 5 others was sold to Shri Saravanna S. K. Sambhuramanrav (hereinafter referred to as the First Purchaser of the Said Project Land). Accordingly, name of the First Purchaser is mutated as a Bhogavatdar/Owner in 7/12 Extract vide mutation entry no. 927. The said Project Land is more particularly described in the FIRST SCHEDULE hereunder written. The layout plan of the said Project Land is annexed hereto as Annexure-"A"

H. By a Sale Deed dated 12th November 2010 executed between the First Purchaser of the said Project Land of the One Part and Owners Shri Santosh Vasant Ambavane and Shri. Asif Hasamia Patel of the Other Part duly registered with the Sub-Registrar of Assurances Panvel-1 under Serial No. PWL-1—13480/2010, ("the said Sale Agreement") the First Purchaser of the said Project Land transferred his right title and interest in the said Project Land to the Owners for the consideration and upon terms and conditions contained therein and pursuant thereto the name of the Owners has been recorded in 7/12 extract by Mutation Entry No.1256.

3 ~ Juhervare

Affrication 23 12 12170192

- The said Project Land i.e. area admeasuring 0 Hectare 17 Ares 0 M assessed at Rs. 3.36 paise has been mutated as Gat No. 48 Hissa No. 2.
- J. The office of Talathi Nere has issued "No Dues Certificate" and "No Acquisition for Government and Non-Transferred for Forest Certificate" in respect of the said Project Land on 29/09/2017.
- K. The owners have transferred the said land bearing Gat No. 48 Hissa No. 2, Area H.R.P. 0-17-0 Asstt Rs. 3.36 to the Promoters herein along with the Development Rights in the said land.
- L. The Promoter has entered into a Standard Agreement with the Architect Smt.

  Neha Jain, tegistered with the Council of Architecture and such Agreement is as

  per the Agreement prescribed by the Council of Architecture. The Promoter through their Architect Smt. Neha Jain have prepared Building Plans proposing to Construct a residential building of Stilt + 4 upper floors utilising an FSI of name "SHREE ASTU SYMPHONY" (the "said Project"). The said Plans are approved by CTI CO along with the plans and specifications of the building under approved by CTI CO along with the plans and specifications of the building under the said Project and issued a Commencement Certificate dated 19/07/2019 bearing Reference No. CIDCO/ NAINA/ Panvel/ Vihighar/ BP-360/ CC/ 2019/ SAP-940/ 890 to the Promoter which is hereto annexed and marked Annexure "B". A
  - M. While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

List of Amenities to be provided by the Promoter in the said Project are set out in

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SECOND SCHEDULE hereto.

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- N. The Promoter has appointed a structural Engineer M/s B.S. Sukhtankar & Associates for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the said project.
- O. By virtue of the said Sale Agreement/the Said Partnership Agreement, the Promoter has sole and exclusive right to sell the Flats in the building to be constructed by the Promoter on the said Land and to enter into Agreement/swith— the Allottee(s) of the Flats to receive the sale consideration in respect thereof.

  P. The Promoter has registered the said project under the Real Estate (Regulation of Partnership Agreement, the Project and Development) Act, 2016, ("RERA") read with the provisions of Partnership Agreement, the Project and a copy of the RERA Certificate is annexed hereto as Annexure
- Q. The Title Clearance Certificate issued by Advocate Veerra P.M. on 27/06/2023 and and Search Report issued by Advocate Veerra P.M. on 27/06/2023 has been seen and inspected by the Allottee and a copy thereof has been appended hereto as "Annexure "E" and "Annexure "F". In addition the Allottee has also perused the Architect Certificate and the drawing certifying the carpet area of various units along with limited common area in respect of each unit. The Allottee has also prior to the execution of this Agreement for himself / herself satisfied about the right and title of the Promoters to the said land, the right of the Promoters to develop the said land, commencement certificate, title documents, revenue records, title report and other documents evidencing the approval of project by competent authority, and the RERA portal along with

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registration certificate under RERA. The Allottee by virtue of his having executed this Agreement, is deemed to have accepted the title of the Promoters to the said land as clear & marketable & free from all encumbrances and no further requisition or objection shall be raised upon it in any matter relating thereto.

R. The Allottee has verified the sanctioned plans and visited the site. The Allottee has expressed a desire to acquire all rights, title and interest in the Unit No.302 B Wing admeasuring 30.538 sq. mtrs. situated on the 3<sup>rd</sup> floor of the said Building (the "said Unit"). The Promoter has agreed to transfer the said Unit to the Allottee against a total consideration of Rs.27,50,475/- (Rupees Twenty Seven Lakh

Fifty Thousand Four Hundred Seventy Five Only) which the Allottee has

S. Prior to the execution of these presents the Allottee/s has/have paid to the

moter a sum of Rs. 3,02,553/- (Rupees Three Lakh Two Thousand Five

tundred Fitty Three only) being part payment of the consideration of the said Unit agreed to be sold by the Promoter to the Allottee/s (the payment and receipt

whereof the remoter doth hereby admits and acknowledges) and the Allottee/s has agreed to pay to the Promoter the balance of the sale consideration in the

manner hereinafter appearing.

T. The parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement for Sale on the terms and conditions appearing hereinafter.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:-

#### 1. PROJECT:

1.1 The Promoter shall under normal conditions construct the building over all that Land of land bearing Survey No. 48/2, admeasuring about 1,700.00 sq. mtrs., lying being and situate at Village Vihighar, Taluka

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Panvel, District Raigad and more particularly described in the FIRST SCHEDULE hereunder written ("the said Land") as per the plans, design and specifications duly approved and sanctioned by the City and Industrial Development Corporation of Maharashtra Ltd. ("CIDCO") and other concerned authorities.

- The Promoter has represented under this Agreement that it is entitled

  To develop the said land by utilizing the total FSI of 1605.781 sq. mtrs.

  available on the said land. The Allottee is aware that

  Development Control Promotion Regulation, 2020 (the "UDCPR") the

  Promoter is entitled to obtain additional FSI and load the same in existing

  Project by adding floors and units in the said Project. The Allottee property gives his / her consent to the Promoter to develop the said project land by utilizing existing FSI of 1605.781 sq. mtrs. as per plant sanctioned by

  CIDCO and add further floors and units.
- 1.3 If required, the Promoter shall carry out minor modifications as may be deemed fit. The Promoter shall also be entitled to carry out the amendment to the plan resulting in any addition / alteration to the existing floors due to additional FSI being available or any alteration or addition required by any Government authorities or due to change in law. In such cases the Promoter shall seek prior consent of the Allottee, if such addition / alteration is adversely affecting the unit allotted to the Allottee.

### 2. DESCRIPTION OF UNIT:

2.1 The Allottee hereby agrees to purchase from Promoter and Promoter hereby agree to sell to Allottee 'Unit No.302, B Wing on 3<sup>rd</sup> floor admeasuring carpet area of 30.538 sq. mtrs. (the "said unit") as shown in the floor plan hereto appended as Annexure "G" being constructed by the Promoter on the said Land and to be known as "SHREE VASTU

3 V. Anto avave Minuteer. 23 le 12/av/42 SYMPHONY. The said unit is more particularly described in THIRD SCHEDULE.

22 In addition, without any further monetary consideration, the Allottee is entitled to the balcony of 6.073 sq. mtrs. and flower bed of ----- sq. mtrs. being ancillary area. The Terrace admeasuring 5.940 sq. mtrs. carpet area (equivalent to 328.711 sq. ft.) is appurtenant to the said Unit. The said ancillary area is marked separately in the floor plan appended as Annexure G.The aggregate of carpet area and additional area is the "gross usable area" totalling to 30.538 sq. mtrs available for use by the

The fixtures, fittings and amenities to be provided by Promoter in the said are those that are set out in **Annexure** "H". Promoter shall not be abliged to accept or accede to any request from Allottee for making any

changes in the amenities to be provided by Promoter.

# ONSIDERATION:

Kale of said unit shall be Rs. 27,50,475/- (Rupees Twenty Seven Lakh

Fifty Thousand Four Hundred Seventy Five Only) (the "said

consideration"). The said consideration amount excludes society

mutually agreed by and between the parties that consideration for

formation charges, documentation charges, taxes and other statutory payments which are to be paid separately by Allottee. The Allottee is aware and accepts that the consideration between the parties as above is determined after passing on the benefit of credit of GST on the input

The Allottee has negotiated the consideration herein above by offering to pay to the Promoter consideration in the following manner which has been accepted by the Promoter:

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cost to the Allottee.

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Sr.No	Work Completion	Percentage	Amount
	Booking Amount	10%	Rs.2,75,048/-
11	After the execution of this Agreement	20%	Rs.5,50,095/-
111	On Completion of the Plinth	15%	Rs.4,12,571/-
V	On Completion of the 1st Slab	5.00%	Rs.1,37, <b>9246</b>
√	On Completion of the 2 <sup>nd</sup> Slab	5.00%	Rs.1,3 <del>7,524/-</del> 9 & /
<b>√</b>	On Completion of the 3 <sup>rd</sup> Slab	5.00%	Rs.1,37,524 (AE JOIN
VII	On Completion of the 4 <sup>th</sup> Slab	5.00%	Rs.1,37,524/-
VIII	On Completion of the 5 <sup>th</sup> Slab	5.00%	Rs.1,37,524
X	On Completion of the Brick Work & Internal Plaster	2.50%	Rs.68,762/-
Χ.	On completion of Flooring, Doors & Windows	2.50%	Rs.68,762/-
ΧI	On Completion of Sanitary Fittings	2.00%	Rs.55,009/-
XII	On completion of staircase, Lift walls and Lobbies	3.00%	Rs.82,514/-
XIII	On completion of External Plumbing & Terrace Waterproofing	2.50%	Rs.68,762/-
XIV	On Completion of External Plaster & Elevation	2.50%	Rs.68,762/-

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	On completion of Electrica Fittings	3.00%	Rs.82,514/-
XVI	On completion of Lift Works	3.00%	Rs.82,514/-
XVII	On completion of Water Pump Work	2.00%	Rs.55,009/-
XVII	On Completion of Parking & Plinth Protection	2.00%	Rs.55,009/-
XVIII	On Possession	5.00%	Rs.1,37,524/-
- 4	Total		Rs.27,50,475/-

3.3 In addition to the above consideration the Allottee hereby agrees to pay the escalation on said consideration on following grounds:

hare of transformer charges payable to the MSED if such stormer is required and MSED raises separate invoice on the promoter.

Any other increase in charges which may be levied or imposed by the competent authority from time to time.

- (c) The Promoter may charge the Allottee separately for any upgradation/ changes specifically requested by the Allottee in fittings, fixtures and specifications and any other facility.
- (d) Additional/ new taxes that may be levied from time to time.

### 4. ADDITIONAL CHARGES:

The Allottee shall on or before delivery of possession of the said unit, pay to the Promoter further total amount on following account:

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- (a) Proportionate share of taxes and other charges/ levies in respect of the society.
- (b) Expenses and Deposits towards water, electric and other utility and services connection charges.
- (c) Expenses of electrical receiving and sub-station provided in layout.
- (d) Maintenance charges as per this Agreement.

The actual amount of such expenses will be determined at the

possession.

## 5. MODE OF PAYMENT:

5.1 All payment shall be made by Allottee by drawing cheque Banking in the name of Shree Vastupurti Associates Ale No "033405006208" in ICICI Bank, ICIC0000334, Panvel brand pravable at Navi Mumbai or other account as Promoter may intimate subsequently to the Allottee. Allottee shall separately pay transfer charges, if and other statutory dues which may be levied from time to time.

52 Allottee shall deduct tax at source on the payment made at the prevalent rate, if applicable and furnish a TDS certificate to Promoter within seven (07) days of such deduction is made.

Provided that the receipt for the payment made shall be issued by Promoter only after the bank instrument is cleared and the funds mentioned therein reaches the stated bank account of the Promoter or in the account as Promoter subsequently intimated to the Allottee and the TDS certificate is received by Promoter from Allottee.

- 5.3 The Allottee has made a payment of Rs. 3,02,553/- (Rupees Three Lakh Two Thousand Five Hundred Fifty Three Only) towards booking of the said unit.
- 5.4 Allottee has also paid GST as per prevalent rates and rules and regulations through separate cheque drawn in the name of "Shree Vastupurti Associates" Promoter hereby acknowledges the receipt Murreker .. Ja 12 Tavia 2 thereof.

# 6. PAYMENT OF STATUTORY DUES AND TAXES:

6.1 In addition to the Consideration of said unit as above, the Allottee shall pay to Promoter any statutory taxes (as made applicable from time to time) like.

GST, if any, MSEDCL Deposit, water connection charges or any other charges, levy, tax, if any, duty by whatever name called, if made applicable under any law by the government on this transaction for all times to come. Such payment shall be made by the Allottee at the time of execution of these presents or at the time of making each payment as per the provisions of law. If such liability arises thereafter, then the Allottee shall make over

9 62 The valuation report charges and other out of pocket expenses on this

transaction shall be borne by the Allottee. Further, the Allottee shall take

promoter undertakes to make themselves available through an authorized representative for the purpose of registration at fifteen (15)

working days notice from Allottee. The Promoter shall not be liable under any law for any delay, laches and /or negligence shown by the Allottee in presenting this agreement for registration before the competent authority. The Allottee indemnifies the Promoter against any claim, action, judgment, cost, expenses and penalties that may arise on Promoter due to inaction or non compliance of obligation under this Agreement or under any other

6.3 The Allottees indemnify and keep indemnified the Promoter against any payment to be made to the concerned department on account of GST whether in present or in future.

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# 7. NOTICE OF DEMAND:

7.1Upon the installment of consideration and other charges becoming due,
Promoter shall issue a notice of demand giving at least fifteen (15)
working days time from date of notice to Allottee for making the payment.
The said notice of demand shall be accompanied by a certificate from the
project architect certifying the satisfactory completion of the stage of work
for which the payment is due

72 Notice of demand shall be sent through Registered Post
Acknowledgement Due (RPAD)/ Speed post at the address mentioned in
notice clause of this agreement and such dispatch shall be treated as
sufficient compliance from Promoter. Thereafter Allottee shall be barred
from claiming non receipt of the notice of demand.

7.3 Timely payment of all the above instalments/amount on their respective due dates and any other sum payable under this agreement by the Allottee is the essence of this contract/Agreement. Constructive and physical possession of the said unit shall be handed over to Allottee by Promoter only upon receipt of all payments mentioned in this agreement.

### 8. DEFAULT BY ALLOTTEE:

8.1Following shall deemed to be a default on the part of Allottee:

- (a) Default in making timely payment of sums due as mentioned in this Agreement;
- (b) Creating nuisance on the site resulting in danger/damage to the said project, said land, threat to life;
- (c) Delay in accepting the possession of the unit within a period of two(2) months of intimation to take possession by Promoter;

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- (d) Refusing/ delay in taking membership of said society/Limiteg
  Company/confederation.
- (e) Breach of any terms and conditions of this Agreement;
- (f) Breach of any law or provisions thereto.
- (g) Obtain forceful occupancy/ possession of said unit before receipt of occupation certificate by competent authority.

82The Allottee shall not be in default if he corrects/ remedies such breach within fifteen (15) days of notice from the Promoter to the Allottee as per clause 9.2.

### 9. TERMINATION OF AGREEMENT:

9.10n the Allottee committing default in payment on due date of any amount 200 200 and payable by the Allottee to the Promoter under this Agreement 29 200 Including his/her proportionate share of taxes levied by concerned local

authority and other outgoings), the Allottee agrees to pay to the Promoter

the est at the rates prescribed under the RERA Rules on all the amounts become due and payable by the Allottee to the Promoter under

the terms of this Agreement from the date the said amount is payable by the Allottee to the Promoter till date of actual realization of payment.

However such entitlement of interest shall not be deemed to be a waiver of Promoter's right to terminate this agreement as per the provisions of this agreement.

92 Without prejudice to the right of the Promoter to charge interest in terms of sub clause 9.1 above, on the Allottee committing default as per clause 8.1 above and on the Allottee committing three defaults of payment of installments even after notice of termination, the Promoter shall at its own discretion, may terminate this Agreement.

Provided that, Promoter shall give another notice of fifteen (15) days in

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the Allottee of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter may terminate this agreement unilaterally

- 93 Upon termination of this agreement as aforesaid, the Prompter shall be C entitled to forfeit 10% of the total consideration amount payable by he Allottee/s to the Promoter to purchase the said Unit under this Agreement as and by way of liquidated damages in addition to receiving interest from the Allottee/s as specified in the said Rue on all the delayed payment which become due and payable by the Alignee's to the Promoter under the terms of this Agreement for Sale from the determore said amount is payable by the Allottee/s to the Promoter. Such refund shall be issued within a period of thirty (30) working days of the registration of cancellation/ termination deed and expulsion of the Allottee from the membership of the society/Limited Company/confederation as per clause 9.4.
- 9.4The Promoter shall also move for expulsion of the Allottee from the membership of the society/Limited Company/confederation as per by laws of the society/Limited Company/confederation, and submit a copy of termination notice to such society/Limited Company/confederation. No separate consent of Allottee will be required for such expulsion.
- 9.5In case if the Allottee wishes to terminate the Agreement for any reason whatsoever and offers to surrender the said Unit, the Promoter shall be entitled to forfeit 10% of the total consideration amount payable by the Allottee/s to the Promoter to purchase the said Unit under this Agreement and shall refund to the Allottee/s the balance amount, if any.

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remaining, from the amounts paid by the Allottee/s to the Promoter  $u_{nde_{l}}$  this Agreement (excluding statutory amounts) to the Allottee/s ( $b_{ul}$  without any interest, compensation, damages or costs) after  $t_{le}$  Promoter sells the said Unit to any other prospective buyer and  $t_{le}$  the entire consideration from the prospective buyer in addition to  $t_{le}$  service charges of 15% of the consideration received.

96 Upon termination of this Agreement, the Promoter shall be at liberty to dispose of and sell the unit to such person and at such price as the Promoter may in his absolute discretion think fit. Provided that in the event the amount required to be forfeited by the Promoter as aforesaid is more than the amount paid by the Allottee/s to the Promoter, then the Allottee/s

shall pay the amount fallen short within 7 days from cancellation of this

any objection to termination made by the Promoter and that Promoter is

the Promoter is the cancellation deed with the registrar

The Promoter is not liable to refund the taxes and other statutory charges

collected from the Allottee till the date of termination of the Agreement.

9.8The Promoter may at its own option also approach the authority under RERA for seeking appropriate order for cancellation of this Agreement.

## 10. DECLARATION BY THE PROMOTER:

Promoter hereby declares as follows:

10.1 Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the Competent Authority and the concerned local authorities at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the premises to the Allottee,

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apply to the concerned local authority for occupation and completion certificate in respect of the unit and obtain the said certificate as per the provisions of law.

- The Promoter will not be liable for any delay caused by 'Maharashtra Electricity Distribution Co. Ltd.' defaulting / delaying the supply of electricity or due to the Local authority concerned delaying the supply of permanent 'water connection' or such other service connections necessary for occupying the said unit. The Allottee hereby intermiffes the Promoter from any claims made for delay on the above
- The Project amenities are being developed along with the whole project. The building would be completed in phases and handed respective societies. The amenities would be handed society/Limited Company/confederation once the whole project is complete and said total land is conveyed to the society/Limited Company/confederation. The Allottee is entitled to use the amenities as and when they are completed introspective of formal handing over to society/Limited Company/confederation provided the Allottee has become the member of society/Limited Company/confederation and has taken possession of such unit.
- 10.4 That the Promoter would be entitled to put up sign boards, signages, neon sign boards displaying its name in any part of the project like terrace, common area and garden etc. The said board would be maintained by the Promoter at its own cost till the land is conveyed to the association of Allottees. The Allottee shall not raise any objection to said boards or create any nuisance or hurdle in putting and maintaining said boards.
- 10.5 The carpet area of the said Unit which is proposed to be constructed in the said building is approximate 30.538 sq. mtrs., however the actual carpet

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area of the may vary up to 3% due to design and construction  $\mathsf{exigen}_{\mathsf{Ci}_{Q_i}}$ and therefore, the Promoter shall confirm the final carpet area of  $\mathfrak{h}_{\mathfrak{h}_{\mathfrak{h}}}$ Apartment that has been allotted to the Allottee after the construction of  $\mathfrak{h}_{\mathfrak{h}_{\mathfrak{q}}}$ said building is complete and the occupancy certificate is granted by  $\mathfrak{h}_{\mathfrak{h}_{0}}$ competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three) percent. In the  $_{\mbox{ev}_{\mbox{e}_{\mbox{h}}}}$ of there being a difference of more than 3% between the actual carpet area of the said Unit from the carpet area as mentioned herein at the time of the offering the possession of the said Unit, then the Consideration shall  $b_{\theta}$ either proportionately reduced or increased accordingly (without interest thereon). The Allottee agrees to pay the differential amounts, if the area is -increased beyond 3% within forty five (45) days of such demand being of page by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money (without any interest) paid by Allottee within forty-five days from such demand being made by the Allottee. If there is any increase in the carpet area of the said ual allotted to Allottee, the Promoter shall demand additional amount from the Abottee as per the next milestone of the Payment Plan or thereafter as case may be and the Allottee shall pay such additional amounts within a period of forty five (45) days from the date of such demand being made by the Promoter. However, it is expressly clarified that no adjustment will be made to the Total Consideration if the difference between the actual carpet area of the said Apartment and the carpet area as mentioned herein is less than or equal to 3%. In all situations the adjustment of consideration

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10.6 That the Promoter is entitled to use different design, brand, shape, size and colour material than that mentioned in the amenities Annexure "H" in the event the supply of promised material is withdrawn by the supplier or for

shall be made before handing over possession of said unit to Allottee.

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any other reason. The Promoter undertakes and assures that it will use only good and standard quality material and close to the quality of material and of such specification as mentioned in the list of amenities.

If any structural defects of workmanship quality or provision of service is discovered within five years of handing over the possession of the said unit to Allottee, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the compensation for such defects in the manner as provided This warranty is applicable only if after occupying the unit the maintains the unit in the same condition as it was handed over to him to the Promoter. In case he makes any changes like shifting of the walks doors, windows and their grills, bedrooms, kitchen bathrooms, enclosing balconies flower bed, extending rooms, changing floors, plung system electrical wiring, sanitary systems and fitting, fixing false ceiting or any work affecting and damaging the columns and/ or beams building, or damaging the stability of the structure of the building, intentionally or due to negligence, with or without the permission of the competent authority and/or society or association, this warranty shall stand lapsed. Further, in the following cases where the Allottee (i) Installs air conditioners on the external walls haphazardly which may destabilize the structure (ii) Allottee and/or its tenants load heavy luggage in the lift (iii) Damage any portion of the neighbour's unit or common area by drilling or hammering etc. and (iv) Does not follow the conditions mentioned in the maintenance manual, the aforesaid warranty given by the Promoter shall not be invocable.

10.7 The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit,

S.V. Ambavans Mirulan. sums received on account of the share capital for the promotion of  $th_{\ell}$  Co-operative Society/Limited Company/confederation or towards  $th_{\ell}$  outgoings, legal charges and shall utilize the amounts only for  $th_{\ell}$  purposes for which they have been received.

#### 11. DECLARATION BY ALLOTTEE:

authority.

Allottee hereby declares as follows:

11.1 Allottee has verified the documents including title search report and is satisfied that the Promoter has absolute, clear, developable and marketable title to the said land so as to enable it to convey the lease of said land/said total land to the said society.

Alphee has verified and understood the plan prepared by Promoter for \$10.000 Promoter for promoter making changes in said project as per said proposed project upon getting permission and sanctions from the concerned

notice shall not in any case interfere with the development activity

undertaken in respect of said project and also more particularly for the

11.4 Allottee is eligible and entitled to Purchase the said unit and Allottee hereby assure, undertake and guarantee that the Allottee shall use the said unit or any part thereof or permit the same to be used for purpose of permitted use. Allottee shall neither claim any exclusive right, title or interest on its proportionate share of undivided common space and amenities provided by the Promoter nor claim any division or sub division of such common area.

11.5 The Allottee hereby declares and confirms that he has seen the proposed revised plan. The Allottee hereby assures and undertakes that he will not raise any objection to the proposed revision in the plan. The

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Allottee hereby declares and confirms that this consent for revision of plan be considered as his unconditional consent mandated under RERA and that no further or separate consent would be required from him by the Promoter for carrying out the proposed revision.

- 11.6 The Allottee has verified and perused the development permission and commencement certificate and the conditions contained therein. The Allottee has also understood the proposed plan. The Allottee has also visited the site and understood the infrastructure available currently and have inquired about the role of government agencies like EIDEO ROPE providing permissions and infrastructure for the project.
- 11.7 The Allottee has taken a decision to purchase the unit at this stage of the project due to reduced pricing and hence has agreed to take project risk.
- 11.8 The Allottee hereby assure and undertake that he will not hold the promoter liable for any delays which are beyond the control of the promoter especially delays attributable to CIDCO or delays due to the various amendments made to governmental policies during the development of the said project. The Allottee declares that he will not claim any interest or compensation from promoter or any other benefit in any other manner due to changes made by the government authorities or planning authorities or due to delay in obtaining permissions by promoter. The Allottee has agreed to off-set the benefit of lower pricing of units against any delay in future.
- 11.9 If Allottee wishes to make a site visit before possession, prior written permission from Promoter is necessary. Promoter shall not be responsible for any accident or mishap that may happen on site either to

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Allottee or to any of his family members or friends.

In case of default in payment, the Allottee shall remedy the default within the period prescribed in this Agreement. The Allottee shall not object to the cancellation of this Agreement if the default continues. The Allottee/s also authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in his sole discretion deems fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

11.11 The Promoter may complete any part, portion or any floor of the said

- building and obtain part occupation certificate and give possession of the

20 7 Stid unit to the Allottee hereof and the Allottee shall not be entitled to

raise any objection thereto. If the Allottee takes possession of the said

its agents or contractors shall carry on the remaining work with the

protest or in any way obstruct in the execution of such work even

unit in such part completed building, part or portion or floor, the Promoter

the occupying the said unit. The Allottee shall not object

though the same may cause any nuisance or disturbance to him/it.

11.12 The Allottee shall obtain "No Objection Certificate" and "No Dues Certificate" from Promoter to transfer the right, title and interest in respect of the said unit to third party during course of construction of said project or before possession of said unit to Allottee whichever is later. Without obtaining the said certificates any document executed by Allottees in the name of a third party shall be treated as 'void-ab-initio'.

at this stage due to cheaper pricing and benefit of deferred payment.

Hence, he is taking project risk with full understanding of government delays and other delays beyond promoters control.

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opinion on the media in any form or manner about the project or the promoters. Any default by the Allottee would be treated as breach of contract and Promoter would be entitled to claim cost and compensation and cancellation of this agreement coupled by forfeiture of advance given by the Allottee.

11.15 The Allottee shall not hold the Promoter liable for the delay caused due to the Force Majeure as mentioned in this Agreement or due to delays in any permissions or services like water supply, electricity connections to 2022 be provided by any competent authority including the corporation or due to reasons beyond the control of the promoter.

to the Promoter along with a copy of the police verification,

Allottee has rented the said unit to a third party.

### 12. DATE OF POSSESSION AND FORCE MAJEURE:

- 12.1 Promoter shall give possession of the unit to the Allottee on or before

  December, 2024 subject to receipt and realization of all amounts payable
  by the Allottee under this Agreement and receipt of all approvals from
  competent authority and other conditions as mentioned in this Agreement.

  For the purpose of this clause the certificate from the Architect certifying
  completion of the construction shall be considered as final and binding.
- Promoter fails or neglects to give possession of the said unit to the Allottee on account of reasons other than the reasons prescribed in this Agreement, then subject to written demand from the Allottee and execution of cancellation deed of allotment/ agreement for sale of said unit, the Promoter shall be liable to refund to the Allottee the amounts already received by him in respect of the said unit simple interest at the rate of SBI highest marginal cost +2%, from the date the Promoter

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received the sum till the date the amounts and interest thereon is  $rep_{a|d}$ . Provided that until the entire amount and interest thereon is  $refunded_{t_0}$  the Allottee by the Promoter, the Allottee shall subject to prior encumbrances if any, have a charge on the said unit.

That the Promoter is entitled to reasonable extension of time for giving possession of unit on the aforesaid date, if the completion of building in which the unit is to be situated is delayed on account of court / authority staying either in full or in part any part of the construction / development on the said plot, non-availability of construction material, war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the said project, or for delay in supply of electricity and/or water by concerned government departments or for any other justifiable reason.

Government, PMC, revenue Authority or any other concerned authority in opariting the necessary permissions, sanctions, NOC that shall be required by the Promoters from time to time.

shall be caused due to any delay on the part of Government, Semi

possession of the said unit as mentioned herein above, if the completion of the said complex/building is delayed for any reason of non-availability of steel or cement or other building materials or on account of labor trouble, civil commotion, riot or any Act of God or on account of any notice under other public body or authority or on account of withholding or delaying in the grant of the building completion certificate, water connection, electricity connection and/or any other necessary permission of sanctions by the PMC, Government, the said PMC and/or any such other or similar public or authority or beyond the control of the Promoter and /or force majeure.

The Allottee shall take possession of the said unit within two (2) months from the date of receipt of Occupancy Certificate in respect of said project. The Allottee must pay all outstanding dues including the taxes and other statutory payment before claiming possession of the said unit and also become member of the society/Limited Company/confederation by executing relevant documents.

on getting the occupancy certificate, the Promoter may handover possession of the said unit to the Allottee even though electricity and role water supply have not commenced by the respective competent of authorities. The Allottee shall not raise any claim/ demand on the Promoter for the delay in getting the supply of electric and water the Promoters offering possession of the said unit to the Allottee shall bear and pay their proportionate share in the consumption electricity and water if sourced from alternate source in the intercentage.

## 13. UNDERSTANDING BETWEEN THE PARTIES:

The Promoter and the Allottee also agree to the following:

- 13.1 The Allottee/s has/have prior to execution of this Agreement acquainted themselves with all the facts as to the nature of the right and title of the Promoter in the said Land and/ or the said Unit. The Allottee/s has/have no further requisitions or objections on any matter relating thereto.
- The Allottee shall be permitted/ allowed to commence interior works in the said Flat only upon obtaining Occupancy Certificate/Part Occupation Certificate and possession letter from the Promoter and after making all payments as per this agreement. Prior to carrying out the interior works in the said flat, the Allottee shall give to Promoter, in writing the details of the nature of interior works to be carried out.

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- Promoter shall be entitled to inspect all interior works carried out by the Allottee. In the event Promoter finds that the nature of interior work being executed by the Allottee is harmful to the said flat or to the structure, facade and/or elevation of the said Building then, Promoter can instruct the Allottee to stop such interior work and the Allottee shall stop such interior work at once, without raising any dispute.
  - 13.4 The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the said Unit as are set out in Annexure "H", annexed hereto.

The Allottee will ensure that the debris from the interior works shall be same and will be cleared by the Allottee, on a daily basis, at no cost to Promoter and no nuisance or annoyance to the other Allottees. All costs and consequences in this

will be to the account of the Allottee.

The ottee will further ensure that the contractors and workers (whether

erision by the Allottee) during execution of the interior work do not dump any naterial (waste or otherwise) of whatsoever nature either in the toilet,

waste water line or soil line or in any other place other than earmarked for the same, which may block the free flow of wastewater, thus resulting in perennial choking and leakage in the said Flat or the Building.

- 13.7 The Allottee/s shall ensure that the contractors and workers, do not use or spoil the toilets in the said flat or in the building and use only the toilets earmarked by Promoter for this purpose.
- All materials brought into the said flat for carrying out interior works will be at the sole cost, safety, security and consequence of the Allottee and that Promoter will not be held responsible for any loss/theft/damage to the same.

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- 13.9 If during the course of carrying out interior works, any workmen sustain injuries of whatsoever nature, the same will be insured and taken care of, attended to and treated by the Allottee at his/her/their/lits own cost, and that Promoter will not be held responsible for the same. All liabilities and damages arising out of such injury will be borne and paid by the Allottee alone.
- workmen / agents / representatives misbehaves or is found to be in a drunken state, then the said contractor / workmen representatives will be removed forthwith and will not be allowed to representatives will be removed forthwith and will not be allowed to representatives of such persons.
- 13.11 The Allottee shall extend full cooperation to Promoter,
- 13.12 The Allottee shall ensure that common passages/ walkways and any other common areas are not obstructed or damaged during the course of carrying out any works or thereafter.
- 13.13 The Allottee ensures that the contractors hired by the Allottees shall not use lift for the purpose of carrying the materials of interior work and if any damages is caused due to same it shall be repaired and brought to its original condition by the Allottee at their own expense within thirty (30) days of written notice from the Promoter.
- 13.14 Having regard to the elevation of the buildings in the said Project, the Allottee shall fix identical grills/ railings and the Air Conditioner in the places that are predetermined by the Promoters / that shall be approved by the Promoters. The Allottee shall affix the external grill/ railings of such common design as shall be finalized by the Promoters in the manner and as per the specifications given by the Promoters. Accordingly,

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the Promoter has informed the Allottee that with a view to maintain  $th_{e}$  esthetics and elevation of the said Building, the Allottee shall, prior  $t_{0}$  extending the glass railings provided to the said premises/ fixing the  $ghill_{s}$  to the windows/ balcony, take written permission from the Promoters inter-alia undertaking to use similar material and similar design to  $th_{0}$  already provided by the Promoters in the said premises.

13.15 Similarly, the Allottee shall install the Dish Antenna for the Set Top  $B_{0\chi}$  on the common Terrace on the Top Floor only in the area specifically earmarked for the said purpose. Similarly, for any other new/ additional facility/ service/s, should the Allottee require to install any

Instrument/Receiver/Dish either outside the said premises or on the Top

Torrest then the Allottee shall install such Instrument/Receiver/Dish, only

after obtaining the written consent from the Promoters in the manner and

at the location identified and approved by the Promoters.

in the open passage, refuge area/common area, floor lobby, terrace, fire

restrict allery, mid landings, etc.

Society/Limited Company/confederation formed for the management of said Building. It is to be economically used. The Allottee as well as his/her/their employees or heirs shall not misuse the said lift and will take care and co-operate about it. The quality of lift shall be good. But it is a machine and is not manufactured by the Promoters. Therefore, during the use of the lift and even as a result of any defect or otherwise, if anyone is injured or any damage occurs, then the Co-operative Society/Limited Company/confederation or Promoters shall not become responsible for it and the Allottee or his/her/their employees/ heirs etc. shall not demand/shall not be entitled to demand such damages/ compensation

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from them and the Allottee hereby give his / her/ their assurance and consent in it.

- 13.18 The Promoters have provided the necessary car parking space as stilt and covered as per the sanctioned plans. In this regard, the Promoters have categorically informed the Allottee & the Allottee has/ has noted the following:
- a) The Allottee / Co-operative Society/Limited Company/confederation that shall be formed shall operate and maintain the Car Parking area
- being provided to the Society/Limited Company/confederation. This area that is being left as parking shall remain as approved by the authorities and as per plan and the Allottee hereby further undertake that parking area shall not be enclosed at any later state, failing which the concerned Authority is liable to take legal action against the Allottee and the society.

13.19 The Allottee hereby further undertake that at the point of time when there is Lease Deed/Deed of Assignment being prepared, the Promoter shall add the above-mentioned conditions in the Lease Deed/Deed of Assignment. The said clause shall be binding on the entire society/Limited Company/confederation and its members.

#### 14. FORMATION OF SOCIETY:

14.1 The Promoter shall apply for the formation and registration of a Society (the "said society") within the prescribed time limit under the MAHA RERA. The Allottee shall for this purpose from time-to-time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of said society and for the becoming a member, including the bye-laws of the said society. These documents duly filled in and signed shall be returned to the Promoter within seven (07) working days of the same

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being forwarded by the Promoter to the Allottee, so as to enable  $\mathsf{Allottee}$  to become a member of the society. Any delays in signing and  $\mathsf{handing}$  over of documents by the Allottee to the Promoter shall not constitute default of the Promoter and the prescribed time period shall  $\mathsf{stand}$  extended accordingly.

The Allottee/s shall pay to the Promoter a sum of Rs.15,000/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

in making timely payments or violates this deed in any

The Allottee shall be expelled from the said society if the Allottee defaults

30 Sufficient document.

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maintain the amenities by collecting contributions from each member who shall contribute for the maintenance of the amenity as decided then

pment on said Project land is completed. The Society would

by the society.

The Allottee understands that the amenities will be developed in phases and hence use of such amenities may not be available immediately on possession of unit or formation of society or at the time of conveyance of land to the confederation. The amenities will be developed by Promoter as and when sanctioned. The promoter reserves its right to alter, modify and shift the proposed amenities on any location in the said Project land and Allottee consents to it.

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15.3 The Allottee shall contribute for maintenance of amenity to the promoter which are made available from time to time. The Allottee undertakes to contribute his share in a timely manner and without raising any objection.

## 16. CONVEYANCE AND HANDOVER OF THE BUILDING:

- 16.1 The Promoter shall within three (03) months of receipt of occupancy certificate from CIDCO or any other competent authority after completion of entire project and receipt of all amounts under this agreement execute a conveyance deed and convey a right, title and interest of the said Land and building in the name of the society subject to society dearing all dues of the Promoter.
- of conveyance of said plot. The Allottee shall not raise any claim for the use of amenities till said plot is conveyed to society although the Promoter may at his discretion allow the use of amenities to Allottee prior to such conveyance.
- 16.3 The charges, costs expenses for conveyance of said plot shall be borne by the Allottee in proportion to his gross usable area and that the Allottee shall come forward to accept conveyance of the said plot in the name of the society formed within one (01) month from the date of intimation by the Promoter.
- 16.4 The charges, costs expenses for conveyance of said total land shall be borne by the Allottee in proportion to his gross usable area and that the Society shall come forward to accept conveyance of the said total land in the name of the Society within two (02) months from the date of intimation by the Promoter. This amount is not included in agreement value and shall be calculated and informed to the members of the Society after Occupancy certificate.

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### 17. SOCIETY MAINTENANCE CHARGES:

Within fifteen (15) after notice in writing is given by the Promoter to the Allottee that the said unit is ready for use and occupation, irrespective of the Allottee taking the possession of the said unit, the Allottee will be liable for proportionate share of outgoings in respect of said land for water charges, insurance, common lights repairs, salaries, property tax if any, security, sweepers and all other expense necessary and incidental to the maintenance of the society. Such proportionate share of expense shall be calculated on the basis of area of the said unit plus the additional area attached to the said unit i.e. gross usable area vis a vis total gross usable area of said project.

;;;;f.1\_The Allottee/s further agrees that till the Allottee/s's share is so determined the Allottee/s shall pay to the Promoter provisional monthly contribution of Rs.1,302/- per month (Rupees One Thousand Three Hundred Two Only) along with Service Tax/GST as "common maintenance charges" for the upkeep and maintenance of the said Project building towards the outgoings or such other amount as may by informed from time to time. The Allottee shall draw cheque/ Demand Online Banking Managers' Cheque in the name of "Shree Vastupurti Assocites" maintained in ICICI BANK, Branch Panvel. (the "said bank account-1"). The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the building is conveyed to the Society as aforesaid.

> 172 After the formation of the Society the Allottee shall bear and pay monthly maintenance charges directly to the Society.

18. The Allottee shall pay such contribution as mentioned in paras above at the time of taking possession and shall not withhold the same for any reason g.v. Amberrans whatsoever.

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### 19. UNSOLD UNITS IN SAID PROJECT:

- 19.1 Promoter shall he member inducted as society/federation/condominium for unsold units upon conveyance of said land/total land to society/federation/condominium.
- 192 Promoter shall be entitled to sell the unsold units in said project without any separate permission or consent of society and the members of society. The prospective Allottee of such unsold units shall be inducted by the society as members and no objection shall be raised existing members or the society/federation/condominium.

19.3 Allottees or society shall not be entitled to demand any transfer for the transfer of unsold units by the Promoter to prospective

19.4 Promoter shall also be entitled to car parking reserved units and the society or Allottee shall not stake claim on sufficient

19.5 Promoter shall be entitled to mortgage the unsold units of the said project with the financial institutions without any separate NOC from society or the members of society.

19.6 Promoter is entitled to all the rights of being a member of society i.e. right to attend meetings, right to vote in the meeting etc.

# 20. POST POSSESSION OBLIGATIONS OF ALLOTTEE:

Allottee himself/themselves with intention to bring all persons into whosoever hands the said unit may come, hereby covenant with the Promoter as follows:-

To maintain the said unit at Allottees own cost in good tenantable repair (a) condition from the date of possession of the said unit is taken and shall not do or suffered to be done anything in or to the building or to the exterior or elevation of the building in which the said unit is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the building in which the said unit is situated and the said unit itself or go v. Amboron any part thereof.

Not to store in the said unit any goods which are of hazardous, combustible(b) or dangerous nature or are so heavy as to damage the  ${\rm constructio}_{\eta_{_{Q_1}}}$ structure of the building in which the said unit is situated or storing of which goods is objected to by the concerned local or other authority and shall  $_{\text{No}_{\text{I}}}$ carry or caused to be carried heavy packages to upper floors which  $\rm m_{\rm \bar{q}_{\rm J}}$ damage or are likely to damage the staircases, common passages or any other structure of the building in which the said unit is situated. In case  $a_{\eta_{\gamma}}$ damage is caused to the building in which the said unit is situated, on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

To carry out at his own cost all internal repairs to the said unit and maintain the did unit in the same conditions, state and order in which it was 🛜 લિએપેક્ષેન્ed by the Promoter to the Allottee and shall not do or suffering to be

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done anything in or to the building in which the said unit is situated or the said unit which may be given in the rules and regulations and bye-laws of ncerned local authority or other public authority. And in the event of

the Attatee committing any act in contravention of the above provision, the Afforms shall be responsible and liable for the consequences thereof to the

somerned local authority and/or other public authority.

Not to demolish or cause to be demolished the said unit or any part thereof. (d) nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said unit is situated and shall keep the portion/sewers, drains pipes in the said unit and appurtenances thereto in good tenantable repair condition, and in particular, so as to support shelter and protect the other parts of the building in which the said unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC or other structural

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- components in the said unit without the prior written permission of the Promoter and/ or the said society/condominium, as the case may be.
- (e) Not to do or permit to be done any act or thing which may tender void or voidable any insurance of the said property and the building in which the said unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said unit in the compound or any portion of the said property and the building in which the said unit is situated.
- other levies, if any, which are imposed by the concerned local authority and/or government and/or other public authority, change of user of the said unit by the Allottee other than specified in this agreement/ viz. for any purposes other than IT use.
  - Allottee shall not let, sub-let transfer, assign or part with his/ their interest or benefit obtained under this Agreement or part with the possession of the said unit unless it has obtained a 'No Dues Certificate' letter from Promoter. The Promoter shall issue such Certificate if all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and if the Allottee has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee has requested in writing to the Promoter. Any transaction of let, sub-let, transfer, assign, sale without obtaining 'No Due Certificate' from Promoter shall be void-ab-initio. The Allottee shall obtain such permission from said society/condominium after the leasehold right of said land/said total is conveyed to the said society/condominium/federation.
- (i) Allottee shall observe and follow all the rules and regulations which the said society/ condominium may adopt at its inception and the additions,

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alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the said units therein as also observe and follow the building rules, regulations and bye-laws for the time being, of the concerned local authority, the Government and other public bodies. No objection shall be taken by the Allottee/s if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

(f) The Allottee shall also observe and follow all the stipulations and conditions laid down by the said society regarding the occupation and use of the Said

unit in the Building and shall pay and contribute regularly and punctually lowards the taxes, expenses, or other out-goings in accordance with the

terms of this Agreement.

Till a conveyance of said land and all building in the said project is executed

or without workmen and others, at all reasonable times, to enter into and upon ne said land and buildings or any part thereof to view and examine

## 21. STAMP DUTY AND REGISTRATION OF THIS AGREEMENT:

state and conditions thereof, but only after prior notice.

21.1 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said unit unless all amounts as agreed upon in this agreement is paid by the Allottee to the Promoter and unless this agreement is duly stamped under the Maharashtra stamp Act and registered under the Registration Act, 1908. The Allottee shall have no claim save and except in respect of the said unit hereby agreed to be sold to him.

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open space, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the Promoter until the said land and the building thereon is conveyed to the said society/condominium.

21.2 Allottee shall present this Agreement/conveyance deed at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof

#### 22. NOTICES:

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

Name of the Allottee/s

: MR. YOGESH DIPAK SHIVNEKAR

the Allottee/s' Address

: 302/3, Ornate Blossoms, R.V. Bhide Marg

Near Portuguese Church, Dadar West

Mumbai Maharashtra 400028.

Notified Email ID

: yogesh.d.shivnekar26@gmail.com

Name of the Promoter

: M/s. Shree Vastupurti Associates

Promoter's Address

: Shop No.10 / 11, Ashapuri Nagar, Near

Pancharatna Hotel, Panvel 410206.

Promoter's Address

: Correspondence Office - Shop No. 1, Sai Shakti,

Land No. 4, Sector 12, Adai Circle, New Panvel

410206.

Notified Email ID

: santosh.vastupurtigroup@gmail.com

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- 22.2 It shall be the duty of the Allottee/s and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee/s, as the case may be.
- the Promoter executes this Agreement the Promoter shall not mortgage or create a charge on the said Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the

in force, such mortgage or charge shall not affect the right and injerest of the Allottee/s who has taken or agreed to take such Unit.

24: WAIVER NOT A LIMITATION TO ENFORCE:

The Fromoter may, at its sole option and discretion, without prejudice to its

making payments as per the Payment Plan including waiving the payment of

that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee.

- 24.1 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
- 242 Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee by the Promoter shall not been construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and

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conditions of this Agreement by the Allottee nor shall the same in any manner prejudice the rights of the Promoter.

# 25. BINDING EFFECT:

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee/s(s) fails to execute and deliver to the f Agreement within 30 (thirty) days from the date of its receipt and/or appear before the Sub-Registrar for its registration as intimated by the Promoter, then the Promoter shall serve a notice to the Sa Allottee/s for rectifying the default, which if not rectified within from the date of its receipt by the Allottee/s, application of the Allottee be treated as cancelled and all sums deposited by the Allotteek in connection therewith including the booking amount after adjusting the deduction for agreed liquidated damages shall be returned to the Allottee/s without any interest or compensation whatsoever.

## 26. MATERIAL ADVERSE CHANGE/ CONDITION:

In case of material adverse change in any of the parameters in the said project the parties hereto shall try and amicably modify, alter, settle the matter within themselves.

## 27. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

27.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s)

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modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she shall

able for any action under the Foreign Exchange Management Act,

272 The Promoter accepts no responsibility in this regard. The Allottee shall

keep the Promoter fully indemnified and harmless in this regard.

the enever there is any change in the residential status of the Allottee support to the signing of this Agreement, it shall be the sole than the same in writing to the

omoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the

application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the

Allottee only.

#### 28. SEVERABILITY:

If any provision of this Agreement shall be determined to be void of unenforceable under the Real Estate Act or the Rules and Regulations made

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thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Real Estate Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

## 29. ENTIRE AGREEMENT:

This Agreement, along with its schedules and annexures, constitutes the entire

Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements allotment of letter, correspondences, arrangements whether written or oral, if any personal the Parties in regard to the said Unit.

#### 30. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties

# 31. PROVISIONS OF THIS AGREEMENT APPLICABLE TO THE ALLOTTEE/S SUBSEQUENT ALLOTTEE/S:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee/s of the said Unit, in case of a transfer, as the said obligations go along with the said Unit for all intents and purposes.

# 32. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other the Allottees in the Project, the same shall be in proportion to the carpet area of the said Unit to the total carpet

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area of all the units in the Project.

# 33. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to  $\mathfrak{h}_{\mathfrak{h}_{\xi}}$ instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

# 34. PLACE OF EXECUTION:

34.1 The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the

Prompter's Office, or at some other place, which may be mutually agreed प व ल between the Promoter and the Allottee/s, in after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the +60( execution the said Agreement shall be registered at the office of the Sub-JOINT Spegistrar. Hence this Agreement shall be deemed to have been

executed at Panvel. The Mottee/s and/or the Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and

the Promoter will attend such office and admit execution thereof.

#### 35. JOINT ALLOTTEES:

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

#### 36. DISPUTE RESOLUTION:

Any dispute between parties shall be settled amicably. In case of failure 10 settled the dispute amicably, which shall be referred to the Maharashtra Real

8 v. Ambarans

Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

# 37. GOVERNING LAW:

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

## 38. ASSIGNMENT OF AGREEMENT:

Nothing contained in this Agreement is intended to be nor shall be constitued as a grant, demise or assignment in law, of the said Unit or of the said Land and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Unit hereby agreed to be sold to him and extended appears of the said Unit hereby agreed to be sold to him and extended appears of the said Unit hereby agreed to be sold to him and extended appears of the said Unit hereby agreed to be sold to him and extended appears of the said Unit hereby agreed to be sold to him and extended appears of the said Unit hereby agreed to be sold to him and extended appears of the said Unit hereby agreed to be sold to him and extended appears of the said Unit hereby agreed to be sold to him and extended appears of the said Unit hereby agreed to be sold to him and extended appears of the said Unit hereby agreed to be sold to him and extended appears of the said Unit hereby agreed to be sold to him and extended appears of the said Unit hereby agreed to be sold to him and extended appears of the said Unit hereby agreed to be sold to him and extended appears of the said Unit hereby agreed to be sold to him and extended appears of the said Unit hereby agreed to be sold to him and extended appears of the said Unit hereby agreed to be sold to him and extended appears of the said Unit hereby agreed to be sold to him and extended appears of the said Unit hereby agreed to be sold to him and extended appears of the said Unit hereby agreed to be sold to him and extended appears of the said Unit hereby agreed to be sold to him and extended appears of the said Unit hereby agreed to be sold to him and extended appears of the said Unit hereby agreed to be sold to him and extended appears of the said Unit hereby agreed to be sold to him and extended appears of the said Unit hereby agreed to be sold to him and extended appears of the said Unit hereby agreed to be sold to him and extended appears of the said Unit hereby agreed to be sold to

# FIRST SCHEDULE (PROJECT LAND)

ALL THAT piece or parcel of land bearing Survey No. 48/2, admeasuring about 1,700.00 sq. mtrs. lying being and situate at Village- Vihighar, Taluka-Panvel, District-Raigad and which is bounded as follows:-

On or towards North by : Survey No. 48/1 (Part) and Survey No.47

On or towards South by : Survey No. 50

On or towards East by : Survey No.49,

On or towards West by : Survey No.46,

8. V. Ambervare

Mirulcer. 12 190 192

## THE SECOND SCHEDULE

## Common Areas and Facilities

Children's Play Area / Play Equipment

Garden with sit out

Water Softener Plant

## THE THIRD SCHEDULE

#### (SAID UNIT)

All that Residential Flat bearing Unit No. 302 on 3rd Floor of wing B, admeasuring 30.538 sq. mtrs. carpet area in the building to be known as "SHREE VASTU

lying being and situate at the land more particularly described in the dule hereinabove written being Survey No. 48/2, Village- Vihighar, Taluka.

ct-Raigad.

WITNESS WHEREOF the parties hereto have hereunto set and

respective hands the day the year first hereinabove written

SIGNED AND DELIVERED

within named the Promoter

M/S. SHREE VASTUPURTI ASSOCIATES

through its Partner

SHRI SANTOSH VASANT AMBAVANE

in the presence of



)



SIGNED AND DELIVERED

ੀ the within named Allottee/s

<sub>MR. YO</sub>GESH DIPAK SHIVNEKAR

PAN NO. DUZPS0058A)

<sub>MRS.SUV</sub>ARNA DEEPAK SHIVNEKAR

PAN NO. RBOPS5062J)

23 Pa 12/40/40

<sub>n the presence of</sub>

CONFIRMING PARTY

<sub>Hasanmiya</sub> Patel.

<sub>Santosh</sub> Vasant Ambavane For Self and Power Of Attorney Holder Of Asif



### RECEIPT

RECEIVED a sum of Rs. 3,02,553/- (Rupees Three Lakh Two Thousand Five

Hundred Fifty Three only) by cheque EMD/ Booking amount of sale Virice T towards the sale of Unit No. 302 on 3rd Floor, SHREE VASTU SYMPHONY, 20

SURVEY No. 48/2, VILLAGE- VIHIGHAR, TALUKA- PANVEL, DISTRICTED / S

RAIGAD on or before execution of these presents paid by him/ her/ them to us

WE SAY RECEIVED

M/s. SHREE VASTUPURTI ASSOCIATE

3. V. Dubarang

SHRI SANTOSH VASANT AMBAVANE

#### WITNESS:-

## Annexure "B"

A copy of Commencement Certificate issued by CIDCO

## Annexure "E & F"

A copy of the Certificate of Title issued by Advocate

## Annexure "A"

- copies of the plans of the Layout as approved by CIDCO

## Annexure "G"

e sanctioned and approved plans and specifications of the said

Unit agreed to be purchased by the Allottee/s

Annexure "H"

**Amenities** 

INTERNAL SPECIFICATIONS:

Vitrified flooring to all rooms

Granite platform with designer tiles in kitchens

Powder coated Aluminium sliding windows

Concealed Copper wiring with adequate points & modular switches

Designer Tiles to baths & Toilets with branded fittings & sanitary wares.

Acrylic paint to external walls & plastic emulsion paint on internal wall

Laminated doors with decorative fittings.



CIDCO Bhavan, CBD Belapur,

PHONE: +91-22-6791 8100

: +91-22-6791 8166

19.07.2019.

Navi Mumbai - 400 021!!

HEAD OFFICE:

FAX.

Date:

# TY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

(CIN - U99999 MH 1970 SGC - 014574)

SD. OFFICE: RMAL", 2nd Floor, Nariman Point,

mbal - 400 021.

ONE: +91-22-6650 0900 +91-22-2202 2509

No.

TQ.

Sub:

Ref.:

Sir,

CIDCO/NAINA/Panvel/Vihighar/BP-360/CC/2019/5AP-9401890

Mr. Santosh V. Ambavane and Mr. Asif H. Patel Shop no 10/11, Ashapuri Nagar,

MCCH Society, Panvel, Navi Mumbai

Development permission for proposed Residential building on land Survey No. 48/2 at Village- Vihighar, Taluka- Panvel, Dist. - Raigad. Your Revised application letter, regarding subject matter, received to

03.12.2018. This office's letter no. CIDCO/NAINA/Panvel/Vihighar/BP-360 2

26.10.2018. This office's letter addressed to Tahasildar, Panvel vide no. 3.

Remarks from Tahasildar, Panvel vide no. जिमनबाब/कात-१/७६७ 4.

३६०/बिनशेती/अभिप्राय/२०१८/१५८४ dated ०३.०५.२०१८.

२६.०४.२०१८ received to this office dtd ०६.०८.२०१८. Hadd Kayam Measurement map (क प्रत) issued by Dy. 5.

अतितातडी/ह.का./मो.र.नं.११०८५/ १४.०२.२०१७. NOC issued for deriving access from Executive Engineer, Raigad ZP, vide no जा.क्र. 6.

राजिप/बांखा/सीबी-१/C२२३/२०१८ दि. १७.०३.२०१८.

NOC issued for Electric supply from MSEDCL vide No. EE/PNL-U/17-18/Tech/005890 7. dtd 07.12.2018. No GSDA, . Raigad, Alibag Geologist, /Rai/Tech/LGW/628/2017, dated 07.10.2017, regarding quality and availability of potable

for Height clearance of issued NOC

NAVI/WEST/B/101217/251380, dated 12.10.2017. 9. 10. Development Charges paid Rs. 8,01,000/- vide receipt no. 6900000220/2019 dated

Delayed Payment Charges (DPC) paid Rs. 42,661/- vide receipt no. 6900000328/2019 11.

dated 29.06.2019.

With reference to your application no. Nil referred above at no 01, dated 28.11.2018 for grant of Commencement Certificate under Section 44 of the Maharashtra Regional and Town Planning Act, 1966 (Mah. XXXVII of 1966), to carry out development work / Building on land

bearing S. No. 48/2 at Village- Vihighar, Taluka- Panvei, Dist. - Raigad, the Commencement VA OFFICE: Tower No.10, 8th Fibor, Belapur Railway Station Complex, Sec.10, CBD Belapur, Nav. Mumbai - 400 614.

отто, бил ноог, бегарит (тапка) обесто, обы вегари обесто, обест BP-360/CC/2019/Page 1 of 10

AAI,

from

building

vide

· eraficate vide letter no CIDCO/NAMACanvi I/Vilinghai /BF 360/C/C77019LSAP - 940/896 a section  $0.8\,20\,p_0$  as required under section 45 of the Maharashira Regional and Town Planning  $\kappa$ 

your conford herewith

Yours faithfully.

(Shubhangi Bhishnurka Associate Planner, NAINA

CIDCO Ltd.

Emil As above

Ar Neha Jain.

AN Arch. Office no 20 & 21, Raheja Arcade, Plot no 61,

Sector 11. CBD Belapur, Mambai 400614.

The District Collector.

he Collector, Revenue Dept,

kot Lake, Alibag, d 402201.

Co. Ltd.

cutive Engineer,

Co Ltd, Panvel Urban Dn. itendent of Land Records.

Hall, Ist floor,

he Collector, Revenue Dept, Parties Airakot Lake, / libag, Dist-Raigad 402201.

With a request to ensure net Occupancy Certificate is obtained by the

applicant, before giving permanent power

# COMMENCEMENT CERTIFICATE

The Commencement Certificate / Building Permit is hereby granted under Sec. 45 of Maharashtra Regional and Town Planning Act, 1966 (Mah. 2000). Regional and Town Planning Act, 1966 (Mah. XXXVII of 1966), as under:

Location:

Survey No. 48/2 at Village- Vihighar, Taluka- Panvel, Dist. - Raigad.

Land use (Predominant):

As per Sanctioned Interim Development Plan of subject land falls under Urban Villages (N-4).

Details of th

C) <u>[</u>	Details of the proposal with BUA:	780				
Sr.		98/70				
No.	Particulars .	Area in Sq. M.				
l	Area of plot as per 7/12 Even	10000 N7 S				
2	true scale )	S 2507				
3	Area of plot as per Physical Survey plan	₩ 737. 75				
4	Area of plot, considered { least of (1), (2) & (3) above }					
5	Deduction for-	ш <sub>к</sub> 700.000				
	a. Existing road area	94219				
	b. Widening of road	S. MARIA				
	c. Any reservation	0				
6	Gross area of the plot = $\{(04) - (05)\}$	1605.781				
7	Deduction for Amenity space, if any	NA				
8	Net area of plot = { (06) - (07) }	1605.781				
9	Recreational open space required	250.00				
10	Recreational open space provided	250.990				
11	Permissible FSI	1.00				
12	Permissible Built up Area = { (08) X (11) }	1605.781				
13	Proposed Built Up Area	1600.326				
14	Balance Built Up Area = { (12) - (13) }	5.455				
15	FSi Consumed { (13) ÷ (08) }					
16	FSI Balanced = { (11) - (15) }	0.003				
17	Number of units proposed	38				
1 /		38				
	1 C managing	0				
1.0	b. Commercial  Trees to be planted against plot area = { (01) ÷ 100 }  Trees to be planted against plot area = { (10) × 5 ÷ 100 }	17				
18	Trees to be planted against Recreational open space = $\{(10) \times 5 \div 100\}$	13				
9	Trees to be planted against Neer cuts.					

# Details of the Building is as follows:

Sr. No	Building No.	Predominant use	No of Floors	BUA in Sq. M.
1.140	Building I (Wing A + Wing B)	Residential	Stilt+4	1600.326
	(VVING A + VVING D)		Total BUA in Sq. M.	1600.326

This Commencement Certificate is to be read along with the accompany bearing the CIDCO/NAIN/VPanye/Vibigitar/BP-360/CC/2019/5/7/P\_7/10/6/10 did 19 07 2019

Accificate shall remain valid for a period of one year of

This contracted shall remain valid for a period of one year for a building under reference from the date of its issue. Thereafter, building wise resulting under reference with provision under Section + 48 of MR&TP Asserting white resulting the done in accordance with Development Control Regulations in force

thall be done in accordance the Development Control Regulations in force the per relevant regulations of the Development Control Regulations in force the per relevant regulations of the Development Control Regulations in force the Corporation of the Corporatio

The development work in accordance under certificate is not carried out or the use thereof is not in accordance with sanctioned plans

Any of the conditions subject to which the same is granted or any of the restriction of the conditions of the restriction of the conditions subject to which the same is granted or any of the restriction of the restrictio

The Managing Director, CIDCO is satisfied that the Commencement Certificate obtained /produced by the applicant by fraudulent means or by misrepresentation, facts, and the applicant and every person deriving title through or under him, in 30 event shall be exerned to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional and Town Planning (MR&TP) A 1966.

Inform to the Corporation immediately after starting the development work the land under reference.

Give written notice to the Corporation on completion up to the plinth level obtain plinth completion certificate for each building separately, before the commencement of the further work.

Give written notice to the Corporation regarding completion of the work.

Obtain the occupancy certificate from the Corporation.

Permit authorized officers of the Corporation to enter the building or premises for the purpose of inspection.

Pay to the Corporation the development charges as per provisions stipulated the Maharashtra Regional & Town Planning Act 1966, amended from time, and other costs, as may be determined by the Corporation for provision and/or upgradation of infrastructure.

and/or upgradation of infrastructure.

g) Always exhibit a certified copy of the approved plan on site.

h) As per Govt, of Maharashtra memorandum vide no. TBP/4393/1504/C4-287/Conditions shall collected buildings following additional conditions shall collected by July, 1994 for all buildings following additional conditions shall collected by July, 1994 for all buildings following additional conditions shall collected by July, 1994 for all buildings following additional conditions shall collected by July, 1994 for all buildings following additional conditions shall collected by July, 1994 for all buildings following additional conditions shall collected by July, 1994 for all buildings following additional conditions shall collected by the conditions of the c

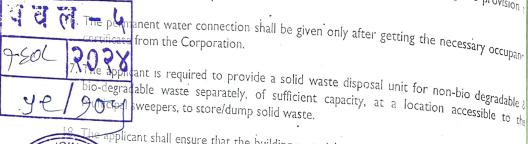
i. As soon as the development permission for new construction or redevelopment is obtained by the Owners/Developer, he shall install a 'Display' at a conspicuous place on site indicating following details;

- Name and address of the owner/developer, Architect and Contractor.
- Survey Number/City survey Number, Ward number, village and Tabsil name of the Land under reference along with description of its boundaries.
- Order Number and date of grant of development permission or re-
- development permission issued by the Corporation. d
  - FSI permitted.
- Number of Residential flats/Commercial Units with the C. Address where copies of detailed approved plans for inspection, '
- ii. A notice in the form of an advertisement, giving all the details rependented above, shall be published in two widely circulated newspapers one should be in regional language.
- 3. The amount of Rs. 52,000.00/- (Rupees Fifty Two Thousand only), depg No. 6900000221/2019 dated 15.06.2019, with the Authority as security as security forfeited either in whole or in part at the absolute discretion of the Constitution of any of the conditions stipulated in the Commencement Certificate so the forfeited shall and the conditions stipulated in the Commencement Certificate so the forfeited shall are the conditions of the conditions stipulated in the Commencement Certificate shall are the conditions of the be without prejudice to any other remedy or right of the Corporation. The responsibility of authenticity of the documents vests with the
- appointed licensed Architect/Engineer. This permission does not entitle the applicant to develop the land which does not vest with
- him.
- The conditions of Commencement certificate shall be binding not only on the applicant but also on his successors, and every person deriving title through or under them.
- 7. The provisions in the proposal which are not in conformity with the applicable Development Control Regulations and other Acts are deemed to be not approved.
- 8. The grant of this permission is subject to the provisions of any other law for the time being in force and that may be applicable to the case and getting clearances from the Authorities concerned.
- 9. The applicant shall not take up any development activity on the afoi esaid property till the court matter pending if any, in any court of law, relating to this property is well settled.
- 10. Notwithstanding anything contained in the Commencement Certificate conditions, it shall be lawful for the Corporation to direct the removal or alternation of any structures erected or the use contrary to the provisions of this approval. Corporation may cause the same to be carried out and recover the cost of carrying out the same from the applicant / owner and every person deriving title through or under them.
- H. The land vacated in consequence of the enforcement of the set-back rule, as may be prescribed by the Authorities, shall form part of the public street.
- 12. The applicant shall provide the right of way to the existing road passing through the survey numbers. Also he shall keep the land free from encumbrances, which will be required for proposed road, railway, and any other infrastructure facilities, as may be required for DP



reservations and to accommodate the reservations of the authorities such as MMRQ NHAI, PVVD, DFCC etc.

- 13. No new building or part thereof shall be occupied or allowed to be occupied or used permitted to be used by any person until Occupancy Certificate is granted by Corporation. If the occupancy is reported before grant of Occupancy Certificate by security deposit of the said building shall be forfeited, and the Corporation may imposely penalty, as may be determined, to regulate such occupancies.
- 14. It may please be noted that the applicant has to make provisions for infrastructure at how own cost till CIDCO executes and provides the same.
- 15. The applicant shall ensure potable water to the consumer / occupier of tenements/units perpetuity. The occupancy certificate will be granted only after verifying the provision potable water to the occupier.



HE SEA

The applicant shall ensure that the building materials will not be stacked on the road during instruction period.

The contact shall provide for all necessary facilities for the physically challenged as required application and shall strictly follow the Prevailing Rules / Orders / Notification issued by the

the notification dtd. 14th September 1999 and amendment on 27th August 2003, issued by Ministry of Environment & Forest (MOEF), Govt. of India and as per Circular No. 27/UD-20, dtd. 27/02/2004, for all Buildings following additional condition shall apply.

The Owners/Developer shall use Fly Ash bricks or blocks or tiles or clay fly ash bricks or cement fly ash bricks or blocks or similar products or a combination of aggregate of them to the extent of 100 % (by volume) of the total bricks, blocks & tiles as the case may be in their construction activity.

- 22. You shall make arrangement and provision for Rain Water Harvesting in accordance with NAINA.

  NAINA.
- 23. Neither the granting of this permission nor the approval of the drawings and specifications of the inspection made by the officials during the development shall in any way relievely neighbors of carrying out the work in accordance with the requirement of all applicables.
- 24. No development shall be carried out in CRZ area without prior clearance / approval from

The applicant shall co-operate with the officials/representatives of the Corporation at all times of site visit and comply with the given instructions.

## SPECIFIC CONDITIONS

- 26. All the conditions mentioned in NOC issued for deriving access, by Executive Engineer. Raigad ZP, vide no जा.क्र. राजिप/बांखा/सीबी-१/८२२३/२०१८ दि. १७.०३.२०१८, shall be binding on the applicant.
- 27. All the conditions mentioned in NOC issued for electric supply, by Executive Engineer MSED Co. Ltd., Panvel Urban Division, vide no. EE/PNL-U/17-18/Tech/9058 Q (07.12.2018, shall be binding on the applicant.
- 28. You shall submit the Non-Agricultural Measurement Plan and Non-Agricultural 702 expansions NA status of Survey No. 48/2, Vihighar, Panvel, Raigad while applying for Plinth Completion Certificate.
- 29. As per section 42 B sub section (2) of MLR Code, you shall inform in wy officer and the Tahasildar within 30 days from the date on which charge commenced and submit copy of the same to this office.
- 30. The compound wall shall be crected on site to ensure that marginal objects to measured as per drawing before applying for the Plinth Completion certificate invariant.
- 31. The openings provided shall not vest any easement right on the part of the Carry out Corporation or the concerned public body as the case may be, has freedom to carry out the activities as if no openings exist on the end walls. The applicant shall keep the openings solely at his own risk.
- 32. The applicant shall permit the use of the internal access roads to provide access to an adjoining land.
- 33. The applicant shall obtain NOC for advance connections for utilities and services in the layout from the Competent Authority wherever necessary.
- 34. The applicant may approach the Authority Concerned for the temporary power requirement, location of the transformer etc. The permanent power connection shall be obtained only after getting the necessary Occupancy Certificate from the Corporation.
- 35. The applicant shall provide over-head water tank on the building as per the design standards and to the satisfaction of the Corporation.
- 36. In case of existing drinking water wells, the same shall be well built and protected.
- 37. While extracting water from underground, the applicant will strictly follow the instructions given by Sr. Geologist of the Groundwater Surveys Development Agency (G.S.D.A.) to ensure that proper quality and quantity of water is available to the applicant and no contamination of the water source and its surroundings takes place.
- 38. The applicant shall provide at his own cost, the infrastructural facilities (such as Internal Access, channelization of water, arrangements of drinking water, arrangements for commutation, disposal of sullage and sewage, arrangement of collection of solid waste etc) within the plot, of such standards (i.e. standards relating to design, material or specifications) as stipulated by the Corporation, before applying for Occupancy Certificate.

Occupancy Certificate will be granted only after all these attaingements are usage satisfaction of the Corporation.

- 39. The applicant shall not dispose off any plot, unless the infrastructural facilities increase, this certificate are actually provided.
- 40. In case of unavoidable circumstances, if the plot is intended to be sold or other or disposed off by the applicant, it shall be done by the applicant, subject to the condition mentioned in this order. He shall invariably make specific mention about these conditions the deed to be executed by him.
- 41. If the applicant does not make adequate arrangements for disposal of sullage and sense before sale of the plots, he shall, through appropriate agreements, ensure that the obligation is cast upon the buyers of the plot or tenements.
- 42. NOC for clearing the septic tank is required to be obtained from the Corporation from time to time.
- 43. The applicant shall observe all the rules in force regarding overhead/ underground electric lines/ transmission lines/ utilities passing through the layout while designing the individual buildings and the same shall be specified at the time of submission for the approval of the corporation.

existing trees. Where trees are required to be felled, 2 trees shall be planted for every tree felled. Cutting / felling of trees shall be carried with prior approval of the Tree ty concerned.

Every first of land shall have at least 1 tree for every 100 Sq.mt. or part thereof, of the plot areas where the number of existing trees in the plot is less than the above prescribed

standard additional number of new trees shall be planted.

\*\*

Typhe the tree authority having jurisdiction in the area under development has prescribed Area) Preservation of Trees Act, 1975, the same shall prevail.

- 48. The applicant shall get the approved layout demarcated on the site by the licensed Surveyors. The measurement plan shall be certified by the Dy. S.L.R., concerned. The dimensions and area of the roads, recreational open space or other reservations. The demarcated layout measurement plan certified by Dy. S.L.R. shall be submitted before applying for first plinth completion certificate.
- 49. In case of any discrepancies observed in the approved plans vis-a-vis the consolidated map issued by Dy. S. L. R., which will affect the layout, buildings etc. with respect to the approval, but are required to be or will be submitted subsequently (such as Railways, CRZ, Electric Authorities for HT lines etc.), the applicant shall have to accordingly for the same from the Corporation and then only proceed with the construction activity.

- The structural Design including the aspects pertaining to so soun, activity, Building transciple plumbing Services. Fine Protection, water supply, Electrical installation ergostrall his inaccordance with the provisions prescribed in the National Building Code and/or Development Control Regulations, in force
- The formation level of the land shall be achieved as per the Engineering report, according to the specified R.L. Further, the required arrangements of storm water drain and separations.

  STP or any other arrangement as may be prescribed shall have to be provided properties.
- 52. The applicant shall submit to the Corporation the scheme of the develop determined compulsory recreational space and develop it in accordance with scheme
- 53. The applicant shall not change the use, alter/amend the building plans, sub-divide of amalgamate the plots etc. without obtaining prior approvals from the Corporation changes in the Recreational Ground (RG) and amenity space area and their look of the permitted.
- 54. Open space shown in the layout shall be kept open permanently and shall be the Corporation.

  55. The applicant shall construct the society office/room of any as proposed and puriously and shall be specified.
- 55. The applicant shall construct the society office/room, if any as proposed and upperved in the plan and it shall not be used for any other purpose. This society office/room shall be transfer over to the Co-operative housing Society to be formed in due course.
- 56. The applicant shall construct the Common Facility Center (CFC) / amenity space, if any as proposed and approved in the plan and shall use it for the intended purpose only.
- 57. The applicant shall make suitable arrangements for temporary accommodation and permanent accommodation of the tenants, if any, in case of redevelopment schemes and will also submit a proposal to that effect. Plinth Completion Certificate shall be issued only after such a proposal is received.
- 58. For the portion of the compound wall rounded off at the corner at road junctions, M.S. grills over 0.75 m of brick work, up to the height of 1.5 m from the ground shall be provided.
- 59. The applicant shall provide the solar water heating systems in the buildings, as may be applicable.
- 60. Notwithstanding anything contained in the Development Control Regulations, the Development Plan provisions or the approvals granted / being granted to The applicant; it shall be lawful on the pairt of the Corporation to impose new conditions for compliance as may be required and deemed fit to adhere to any general or specific orders or directives of any Court of Law, Central / State Government, Central / State PSU, Local Authority or any public Authority as may be issued by them from time to time.

Yours faithfully,

(Shubhangi Bhishnurkar) Associate Planner. NAINA CIDCO Ltd.

- Ar. Neha Jain.
   AN Arch, Office no 20 & 21,
   Raheja Arcade, Plot no 61,
   Sector II, CBD Belapur,
   Navi Mumbai 400614.
- The District Collector,
   Office of the Collector, Revenue Dept,
   Near Hirakot Lake, Alibag,
   Dist-Raigad 402201.
- The MSED Co. Ltd.
   Executive Engineer,
   M.S.E.D.Co Ltd, Panvel Urban Dn.
- 4. Dy. Superintendent of Land Records, Agri Samaj Hall, 1st floor, Panyel, 410206.

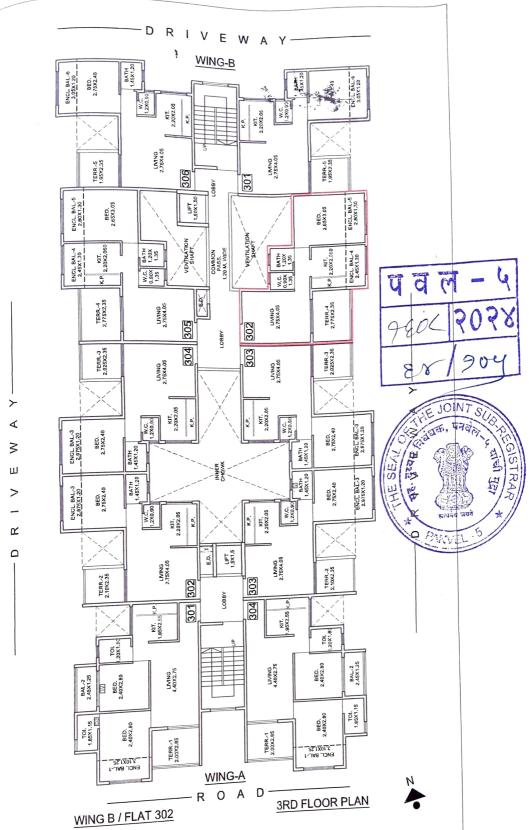
With a request to ensure that Occupancy Certificate is obtained by applicant before giving permanent in supply.

5. The Tahasildar,

Office of the Collector, Revenue Dept,
Hirakot Lake, Alibag, Dist-Raigad 402201.

8. J. G. The Jarpanch,
Panchayat of Vihighar,



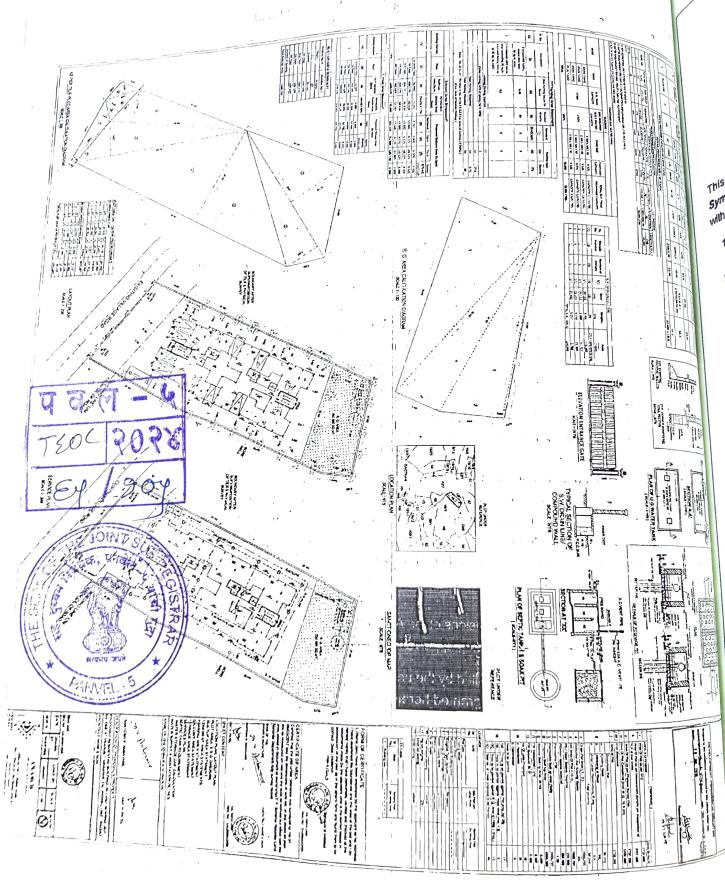


# VASTU SYMPHONY

DEVELOPERS: SHREE VASTUPURTI ASSOCIATES
PROPOSED RESIDENTIAL BUILDING ON PLOT NO 48/2, VIHIGHAR PANVEL

3. v. Amberrane

Mirrelient 22 and 1972



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# Maharashtra Real Estate Regulatory Authority

# CERTIFICATE FOR EXTENSION OF REGISTRATION OF PROJECT

FORM 'F'

[See rule 7(2)]

This extension of registration is granted under section 6/7 of the Act, to the following project. Explanation of the Act, to the following project. This extens. Plot Bearing / CTS / Survey / Final Plot No.: S No 48/2 at Vihighar, Panvel, Ralgaring 110206; registered Synthetic regulatory authority vide project registration certificate bearing No P52000022687 of District.

1. Shree Vastupurti Associates having its registered office / principal place of business at Vehsilf. Panvel. Raigarh, Pin: 410206.

This renewal of registration is granted subject to the following conditions, namely:-

The promoter shall execute and register a conveyance deed in favour of the allottee of the association of the association of the allottee of the association of the associati allottees, as the case may be, of the apartment or the common areas as per Rule 9 (2) of Maharashka Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents,

• The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;

That entire of the amounts to be realised hereinafter by me/promoter for the real estate project from the amounts to be realised hereinafter by me/promoter for the real estate project from the amounts to be realised hereinafter by me/promoter for the real estate project from the amounts to be realised hereinafter by me/promoter for the real estate project from the amounts to be realised hereinafter by me/promoter for the real estate project from the amounts to be realised hereinafter by me/promoter for the real estate project from the amounts to be realised hereinafter by me/promoter for the real estate project from the amounts to be realised hereinafter by me/promoter for the real estate project from the amounts to be realised hereinafter by me/promoter for the real estate project from the amounts to be realised hereinafter by me/promoter for the real estate project from the amounts to be realised hereinafter by me/promoter for the real estate project from the amounts of the first from the first from the amounts of the first from time to time, shall be deposited in a separate account to be maintained in a scheduled pank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of

The registration shall be valid up to 31/12/2024 unless renewed by the Maharashtra Real Estate Regulatory

Authority in accordance with section 6/7 of the Act read with rule 7 the Act. The promoter shall comply with the provisions of the Act and the rules and regulations made there under;

That the promoter shall take all the pending approvals from the competent authorities

 If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.



Dated: 10/10/2023 Place: Mumbal

Signature valid Digitally Signed by Dr. Vasant reman Signature (Secretary, Marikat remanand Prabhu Matrademored Officer Maharashtra Red Estate Red diator Authority

5 6

Legal Matters & Corporate Consulting



Date: 27/06/2023

## SEARCH REPORT

On the basis of document submitted in respect to property bearing Gat No. 48. Hissa No. 2, admeasuring Area 0- H, 16-R, 10-M, Potkharaba 0-H, 0-R, 90-M. Total area 0-H, 17-R, 0-M, Assessment Rs. 3.36 paise, situated at Village - Vihighar, Taluka -Panvel and Registration Sub-District Panvel, District and Registration District Raigad.

(1) I have investigated the title of the said land at the request of Mr. Santosh Vasant Ambavane, having Office at Survey No. - 48/2, at Vihighar Village, Panvel City,

District - Raigad - 410206 and following documents submitted to me i.e :-

a) Copy of the 7/12 extract in respect of above said Agricultural Land date 18/09/2017 issued by Talathi Sajja, Nere.

b) Copy of the From No. 6A, Mutation Entry Nos.

307 dated 08/11/2017, 488 dated 08/11/2017, 665 dated 08/11/2017, 666 dated 08/11/2017, 667 dated 08/11/2017, 669 dated 08/11/2017, 670 dated 08/11/2017, 717 dated 08/11/2017, 718 dated 08/11/2017, 855 dated 08/11/2017, 875 dated 08/11/2017, 925 dated 08/11/2017, 927 dated 08/11/2017, 933 dated 08/11/2017, 1009 dated 08/11/2017, 1256 dated 08/11/2017, 1500 dated 08/11/2017, issued by Talathi Sajja, Nere.

- c) Copy of the Form No.'8A in the name of Mr. Tulashiram Shantaram Patil and Mr. Santosh Vasant Ambavane & other 1 issued by Talathi, Nere dated 08/11/2017.
- d) Copy of "No Due Certificate" is issued by Talathi Sajja, Nere, in favor of Mr. Santosh Vasant Ambavane with respect to said Agricultural Land dated 29/09/2017.

Office: Shop No - 1, Geomatrix Silvercrest, Plot N Railway Station, Navi Mumbai – 410 209. Email:veerran

Kamothe, Near Khandeshwar nail.com, Mobile: +91-7400009822. VEERRA P.M. & ASSO.

- e) Copy of "No Acquisition of aforesaid Land by state Government of Maharashtra and under Forest Act 1927" and in said property Government of Maharashtra Personal/Private Forest Act 1975 is no applicable Certificate issued by Talathi Sajja. Nere dated 29/09/2017.
- f) The Certificate issued by Talathi Sajja, Nere date 29/09/2017 certifying that, the aforesaid property holder does not come in category scheduled tribe.
- g) Search Report for Thirty-one years from 1989 to 20th February 2018
- h) Sale Deed dated 12/11/2010 duly executed between Mr. Santos Vasant Ambavane & Mr. Asif Hasanmiya Patel of the One Part and Shri. Saravanan S K. Sambhuramanrav of the Other Part which is registered in the office of Sub-registrar of Assurances at Panvel under Sr. No.13480 of 2010 on 12/11/2010.

and further Search Report for One year from 01/01/2018 to 18th Januar

# A 1) Description of the property:-

2019.

Property bearing Gat No. 48. Hissa No. 2, admeasuring Area 0-H, 16-R, 10-M, Potkharaba 0-H, 0-R, 90-M. Total area 0-H, 17-R, 0-M. Assessment Rs. 3.36 paise, situated at Village - Vihighar, Tal and Registration Sub-District Panvel, District and Registration District Raigad outside the municipal limits in rural area within the limits of Vihighar Gram Panchayat.

# 2) The documents of title of the said land:-

a) Copy of the 7/12 extract in respect of above said Agricultural Land dated 18/09/2017 issued by Talathi Sajja, Nere.

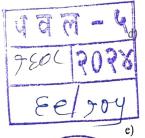


# VEERRA P.M. & ASSO.

Nere.

- b) Copy of the From No. 6A, Mutation Entry Nos.

  307 dated 08/11/2017, 488 dated 08/11/2017, 665 dated 08/11/2017,
  666 dated 08/11/2017, 667 dated 08/11/2017, 669 dated 08/11/2017,
  670 dated 08/11/2017, 717 dated 08/11/2017, 718 dated 08/11/2017,
  855 dated 08/11/2017, 875 dated 08/11/2017, 925 dated 08/11/2017,
  927 dated 08/11/2017, 933 dated 08/11/2017, 1009 dated 08/11/2017,
  1256 dated 08/11/2017, 1500 dated 08/11/2017, issued by Talathi Sajja,
- c) Copy of the Form No. 8A in the name of Mr. Tulashiram Shantaram Patil and Mr. Santosh Vasant Ambavane & other 1 issued by Talathi, Nere dated 08/11/2017.



Copy of "No Due Certificate" is issued by Talathi Sajja. Nere. in favor of Mr. Santosh Vasant Ambavane with respect to said Agricultural Land dated 29/09/2017.

Copy of "No Acquisition of aforesaid Land by state Government of Maharashtra and under Forest Act 1927" and in said property Government of Maharashtra Personal/Private Forest Act 1975 is no applicable Certificate issued by Talathi Sajja. Nere dated 29/09/2017.

The Certificate issued by Talathi Sajja, Nere dated 29/09/2017 certifying that, the aforesaid property holder does not come in category of scheduled tribe.

g) Search Report for Thirty one years from 1989 to 20<sup>th</sup> February 2018 and further Search Report for One year from 01/01/2018 to 18<sup>th</sup> January 2019.



- h) Sale deed dated 12/11/2010 duly executed between Mr. Santosh Vasant Ambavane & Mr. Asif Hasanmiya Patel of the One Part and Shri. Saravanan S K. Sambhuramanrav of the Other Part which is registered in the office of Sub-registrar of Assurances at Panvel under Sr. No.13480 of 2010 on 12/11/2010.
- i) It is further observed that, by executing a partnership deed dated 20-01-2011 between Mr. Santosh Ambavane and Mr. Asif Patel, with profit sharing ratio of 80% and 20% duly with the name of Mr. Santosh Ambavane and Mr. Asif Patel is recorded for the said development project with the name of "Shree Vastu symphony" und the partnership firm of M/s "Shree Vastupurti Associates".
- (2) On perusal of the above mentioned documents and all other relevant documents relating to title of the said land, I am of the opinion that the title of the said land is clear, marketable and without any encumbrances and the owner Mr. Santosh Vasany Ambavane & Mr. Asif Hasanmiya Patel are absolutely entitled to develop the said land as "Residential cum Commercial Complex" by constructing the building( consisting the residential flats upon the said land to be known as "Shree Vastu Symphony"

# A) Owner of the land:

- 1. Mr. Santosh Vasant Ambavanc
- 2. Mr. Asif Hasanmiya Patel

# B) Qualifying comments/remarks:

After perusal of all documents and investigation of title it is revealed that the Agricultural Land bearing Gat No. 48, Hissa No. 1, admeasuring Area 0-H, 69 R, 0 M. Potkharaba 0 H, 04 R, 0 M. Total area 0 H, 73 R 0 M. Assessment Rs. 14.37 paisa, originally belong to Shri. Shivram Ragho Phadke vide mutation entry no. 307.



40

It is further observed that Shri. Shivram Ragho Phadke was expired in 1981 and his property was transfer his fegal heirs namely 1) Shri. Baliram Shivram Phadke. 2) Shri. Rambhau Shivram Phadke, 3) Smt. Janabai Bhau Patil, 4) Smt. Revubai Padu Dhavle, 5) Smt. Radhikaabai Ravji Rodpalkar, 6) Gitabai Laxma Bhagat. 7) Smt. Dwarabai Lahu Bhopi vide mutation entry no. 665. Further the name of Smt. Janabai Bhau Patil. Smt. Revubai Padu Dhavle, Smt. Radhikaabai Ravji Rodpalkar. Smt. Gitabai Laxma Bhagat. And Smt Dwarabai Lahu Bhopi were deleted on 03/04/1983 due to notice vide mutation entry no. 666.667.669. And mutation entry no. 670. Accordingly Agricultural Land bearing Gat No. 48, Hissa No. 1, admeasuring Area 0-H, 69R, 0-M, Potkharaba 0-H, 04-R, 0-M, Total area 0-H, 73 R, 0 M, Assessment Rs. 14.37 paisa, became in the names of 1) Shri. Baliram Shivram

It is further observed that Agricultural Land bearing Gat No. 48, Hissa No. 1, admeasuring Area 0-H, 69 R, 0-M, Potkharaba 0-H, 04-R. 0-M. Total area 0-H, 73 R, 0 M, Assessment Rs. 14.37 paisa. Out of which admeasuring 0-H, 04-R, 0-M, area 1) Shri. Baliram Shivram Phadke. 2) Shri. Rambhau Shivram Phadke were sold to Hadkya bama Popeta vide mutation entry no. 717.

Rhadke, 2) Shri. Rambhau Shivram Phadke.

is further observed that Shri. Baliram Shivram Phadke, was expired in The John Land Phadke, the name of their legal heir, 1) Shri. Narayan Baliram Fadke, 2) Smt. Sitabai Baliram Fadke, 3) Smt. Nirabai Baliram Fadke, 4) Shri. Tukaram Motiram Fadke, were Mutated as a Bhogavatdar in 7/12 extract i.e owner Shri. Rambhau Shivram Phadke vide mutation entry no. 855.

It is further observed that said Agricultural Land bearing Gat No.48, Hissa No.1, admeasuring Area 0-H, 33 R, 0-M, Assessment Rs. 6.37 paise. Shri. Rambhau Shivram Phadke and others 5 were mortgage to Panvel Urban Co-



op Bank Ltd vide mutation entry no. 875 and same shall release on 08/05/2000 vide mutation entry no. 925.

No.1, admeasuring Area 0-H, 33 R, 0-M, Assessment Rs. 6.37 paise, out of which admeasuring Area 0-H, 17 R, 0-M Shri. Rambhau Shivram Phadke and other 5 were sold to Shri. Saravanna S K. Sambhuramanrav. According Lance of the said Shri. Shri. Saravanna S K. Sambhuramanravis mutated as a Bhogavatda/Owner in 7/12 extract i.e. record of right vide mutation entry no. 12.

It is further observed that by executing Sale Deed dated 12/11/2010 said agricultural land bearing Gat No. 48, Hissa No. 1, admeasuring Area 0-H R, 0-M, Assessment Rs. 6.37 paise, out of which 75% area i.e. 0-H R, 0-M, one portion of the area of Shri. Saravanan S K. Sambhuramanrav to Shri. Santosh Vasant Ambavane and 25% i.e. 0H, 4.R, 25M, other portion of the area sold to Shri. Asif Hasahmia Patel. Sale Deed is registered in the office of the Sub Registrar at Panvel under serial no. PW.L-1 13480/2010 and mutation entry no. 1256 and other portion of the area 0H, 17 R, 0-M, Assessment Rs. 3.36 paise bearing Gat No. 48, Hissa No. 2.

Further I have observed that, Form no. 8A (Khate Uttara) of the said agricultural land shown in the name of Mr. Shantosh Vasant Ambavane and Mr. Asif Hasahmia Patel. Said form no. 8A (Khate Uttara) is issued by Talathi, Nere. Moreover, I have observed that "No Due Certificate" and "No Acquisition for Government and Non-Transferred for Forest Certificate" in respect of the said agricultural land (dated 29/09/2017) which is issued by the Talathi, Nere.

I have also taken search in respect of above mentioned property in the office of the Sub-Registrar of Assurances at Panvel No. 1, 2, 3, 4 & No. 5, for the period of last Thirty one years from 1989 to 20th February 2018, vide



Application No. 393/2018 dated 20/02/2018 bearing Receipt No. 2187, Date 20/02/2018. Further search in respect of above mentioned property has been taken in the effice of the Sub-Registrar of Assurances at Panvel No. 1, 2, 3, 4 & No. 5, for one year from 01/01/2018 to 18<sup>th</sup> January 2019, vide Application No. 70/19 dated 16/01/2019 bearing Receipt No. 595, Date. 16/01/2019. Any transaction against the said agricultural land was not found in the said search report.

Further I have observed that Sale Deed dated 12/11/2010 has been duly executed between Mr. Santosh Vasant Ambavane & Mr. Asif Hasanmiya Patel of the One Part and Shri. Saravanan S K. Sambhuramanrav of the Other Part which is registered in the office of Sub-registrar of Assurances at Panvel under Sr.No. 13480 of 2010 on 12/11/2010 and thereby the owners/promoters/partners

are entitled to develop the said land as "Residential cum Commercial Complex" by constructing the building(s) consisting the residential flats upon the said land expect the known as "Shree Vastu Symphony".





# om, LLB,CS,GDC&A)

ocaic nich Conri nations & Corporate Consulting



### CERTIFICATE OF TITLE TO WHOMSOEVER IT MAY CONCERN

In the matter of title of Mr Santosh Vasant Ambavane & Mr Asif Hasanmiya Patel in respect of immovable property bearing Gat No. 48. Hissa No. 2, admeasuring Area 0-H, 16-R, 10-M Potkharaba 0-H, 0-R, 90-M. Total area 0-H, 17-R, 0-M, situated at Village- Vihighar, Taluka- Panvel, District- Raigad and Registration Panvel, Sub District Raigad.



- I have investigated the title of the above said immovable A) property described in the schedule hereunder written on the basis of the following documents which are submitted before me:
  - a) Copy of the 7/12 extract in respect of above said Agricultural Land (dated 18/09/2017) issued by Talathi Sajja, Nere.
  - b) Copy of the From No. 6A, Mutation Entry Nos. 307 dated 08/11/2017, 488 dated 08/11/2017, 665 dated 08/11/2017, 666 dated 08/11/2017, dated 667 08/11/2017, 669 dated 08/11/2017, 670 dated 718 dated 08/11/2017, 717 dated 08/11/2017, 08/11/2017, 855 dated 08/11/2017, 875 dated 08/11/2017, 925 dated 08/11/2017, 927 dated 08/11/2017, 933 dated 08/11/2017, 1009 dated 08/11/2017, 1256 dated 08/11/2017, 1500 dated 08/11/2017, issued by Talathi Sajja, Nere.

Ollice: Shop No - 1, Geometrix Silvercrest, Pl Railway Station, Navi Mumbal – 410 209. Email:

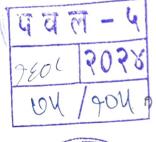
35, Kamothe. Near Khandeshwar nail.com, Mobile; +9]-7400009822.

- c) Copy of the Form No. 8A in the name of Mr. Tulashiram Shantaram Patil and Mr. Santosh Vasant Ambavane & other 1 issued by Talathi, Nere dated 08/11/2017.
- d) Copy of "No Due Certificate" is issued by Talathi Sajja. Nere, in the favor of Mr. Santosh Vasant Ambavane with respect to the said Agricultural Land dated 29/09/2017.
- e) Copy of "No Acquisition of aforesaid Land by state Government of Maharashtra and under Forest Act 1927" and in the said property the Government of Maharashtra Personal/Private Forest Act 1975 is not applicable; such Certificate issued by Talathi Sajja Nere dated 29/09/2017.

The Certificate issued by Talathi Sajja, Nere (dated 29/09/2017) certifying that the aforesaid property holder does not come under the category of scheduled tribe.

Search Report for Thirty-one years from 1989 to 20th February 2018 and further Search Report for One year from 01/01/2018 to 18th January 2019.

h) Sale Deed executed on 12/11/2010 duly registered between Mr. Santosh Vasant Ambavane & Asif Hasanmiya Patel of the One Part and Shri. Saravanna S.K. Sambhuramanrav of the Other Part, which is







registered in the office of Sub-registrar of Assurances at Panvel under Sr. No.PWL 1 13480/2010, vide mutation entry No. 1256.

- me by the present Owners in support of their title to the immovable property and investigation of title it is revealed that:
  - 1. The land bearing Gat No. 48. Hissa No. 2, admeasuring Area 0-H, 16-R, 10-M, Potkharaba 0-H, 0-R, 90-M. Total area 0-H, 17-R, 0-M, Assessment Rs. 3.36 paise, situated at Village Vihighar, Tal and Registration Sub-District Panvel, District Registration District Raigad was originally belong Shri. Shivram Ragho Phadke vide mutation entry No. 307.
  - was expired in 1981 and his property was transfer his legal heirs namely 1) Shri. Baliram Shivram Phadke. 2) Shri. RambhauShivram Phadke, 3) Smt. Janabai Bhau Patil, 4) Smt. Revubal Padu Dhavle, 5) Smt. Radhlkaabai Ravji Rodpalkar, 6) Gitabal Laxma Bhagat. 7) Smt. Dwarabai Lahu Bhopi vide mutation entry no. 665. Further the name of Smt. Janabai Bhau Patil. Smt. Revubai Padu Dhavle, Smt. Radhikaabai Ravji Rodpalkar. Smt. Gitabai Laxma Bhagat. and Smt Dwarabai Rodpalkar. Smt. Gitabai Laxma Bhagat. and Smt Dwarabai Lahu Bhopi were deleted on 03/04/1983 due to notice vide mutation entry no. 666.667.669. And mutation entry no. 670. Accordingly Agricultural Land bearing Gat No. 48, Hissa No. 1, admeasuring Area 0-H, 69R, 0-M, Potkharaba 0-H, 04-R, 0-M, Total area 0-H, 73 R, 0 M, Assessment Rs. 14.37 paisa, became



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in the names of 1) Shri. Baliram Shivram Phadke, 2) Shri. Rambhau Shivram Phadke.

3. It is further observed that, Agricultural Land bearing Gat No. 48, Hissa No. 1, admeasuring Area 0-H, 69 R, 0-M, Potkharaba 0-H, 04-R, 0-M. Total area 0-H, 73 R, 0 M, Assessment Rs. 14.37 paisa. Out of which admeasuring 0-H, 04-R, 0-M, area 1) Shri. Baliram Shivram Phadke. 2) Shri. RambhauShivram Phadke were sold to Hadkya bama Popeta vide mutation entry no. 717.

4. It is further observed that, Shri. Baliram Shivram Phadke,
Was prized in 1996 after the demise of Shri. Baliram Shivram
the name of their legal heir 1) Shri. Narayan Baliram
Padke, 2) Smt. Sitabai Baliram Fadke, 3) Smt. Nirabai Baliram
Fadke, 4) Shri. Tukaram Motiram Fadke, were Mutated as a
Bhogavatdar in 7/12 extract i.e owner Shri. Rambhau Shivram

Phadke vide mutation entry no. 855.

Signal of the state of the stat

6. It is further observed that, said Agricultural Land bearing Gat No.48, Hissa No.1, admeasuring Area 0-H, 33 R, 0-M, Assessment Rs. 6.37 paise, out of which admeasuring Area 0-H, 17 R, 0-M Shri. Rambhau Shivram Phadke and others 5 were



sold to Shri. Saravanna S K. Sambhuramanrav. Accordingly name of the said Shri. Saravanna S K. Sambhuramanrav is mutated as a Bhogavatda/Owner in 7/12 extract i.e. record of right vide mutation entry no. 927.

- 8. Further I have observed that, Form no. 8A (Khate Uttara) of the said agricultural land shown in the name of Shri. Shantosh Vasant Ambavane and Asif Hasahmia Patel. Said form no. 8A (Khate Uttara) is issued by Talathi, Nere. And I have also observed "No Due Certificate" and "No Acquisition for Government and Non-Transferred for Forest Certificate" in respect of said agricultural land dated 29/09/2017 which is issued by the Talathi, Nere.
- 9. I have also taken search in respect of above mentioned property in the office of the Sub-Registrar of Assurances at Panvel No. 1, 2, 3, 4 & No. 5, for the period of last Thirty one years from 1989 to 20th February 2018, vide Application No.



393/2018 dated 20/02/2018 bearing Receipt No. 2187, Date 20/02/2018. Further search in respect of above mentioned property has been taken in the office of the Sub-Registrar of Assurances at Panvel No. 1, 2, 3, 4 & No. 5, for one year from 01/01/2018 to 18<sup>th</sup> January 2019, vide Application No. 70/19 dated 16/01/2019 bearing Receipt No. 595, Date. 16/01/2019. No any transaction against the said agricultural land was found in the said search report.

10. Further I have observed that Sale Deed dated 12/11/2010 has been duly executed between Mr. Santosh Vasant & Asif Hasanmiya Patel of the One Part and anan S K. Sambhuramanrav of the Other Part that is registered in the office of Sub-registrar of Assurances at anyellunder Sr. No. 13480 of 2010 on 12/11/2010 and thereby the owners entitled to develop the said land of Shri. Saravanan ambhuramanrav. The Owners intends to develop the said land of Shri. Saravanan buildings consisting the residential flats and shops/offices

節n tre 婦世 land known as "Shree Vastu Symphony".

11 It is further observed that, Mr. Santosh Vasant Ambavane WELL Hasanmiya Patel have formed the Rartnership Firm under the name and style of M/s Shree Vastupurti Associates, having share ratio of 80% and 20% respectively. Accordingly name of the said partners are recorded for the said project of Residential cum Commercial Complex" to be known as "Shree Vastu Symphony" and they are going to self- develop the said project under the said partnership firm as Developers.



the said land.

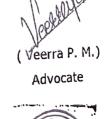
c) Thus the said Mr. Santosh Vasant Ambavane & Asif Hasanmiya c) the owners in respect of said immovable property and patel become the owners in respect of said immovable property or accordingly seized and possessed of said immovable property or otherwise well and sufficiently entitled to develop the said immovable property.

D) In view of the above, I am fully satisfied & convinced & hence certify that, the title of Mr. Santosh Vasant Ambavane & Asif Hasanmiya Patel being the owners in respect of the said immovable property is free, clear, marketable and without any kind of encumbrance whatsoever and the owner Mr. Santosh Vasant Ambavane & Asif Hasanmiya Patel are absolutely entitled to Develops

SCHEDULE ABOVE REFERRED TO

All that piece or parcel of land bearing Gat No.48. Hissa No. 2, admeasuring Area O-H, 16-R, 10-M, Potkharaba O-H, 0-R, 90-M. Total area O-H, 17-R, O-M, Assessment Rs.3.36 paise, situated at Village – Vihighar, Taluka and Registration Sub-District Panvel, District and Registration District Raigad outside the municipal limits in rural area within the limits of Vihighar Gram Panchayat.

Date: 27 / 06/2023







अस्त्रात रित्रांक : 26/04/2022

गाव नमुना सात ( अधिकार अभिलेख पत्रक )

| बहाराष्ट्र जर्मन बहुमून अधिकार अभिलेख आणि ग्रेरथछ। ( मदार करणे म मुख्यितीन देवने ) दिवन, १९७९ वालीन नियम ३,५,६ आणि ४ | गाय: - विहीपर (553407)

गट क्रमांक व उपिभाग : 48/2

तालुका :- पनवेल

बित्हा :- राषगढ

भू-धारणा पच्छती: भोगवटाद	र धर्ग -1		1	ोताचे स्था	नेक नाव :				
होत्र, एकक व आकारणी   छाते व	र, भोगवटादा <del>सचे नांव</del>	क्षेत्र ः	भौकार	पो.च.	के.सा.	बुळ, खह व इतर अधि	<b>ग्रहा</b> (		
हार्य एकत अगर तो भी 164 अनुसर्थ की इस देखी 17,00,00 अवस्थि 170,00	आर्गाल इंग्यंतियो पटन सर्वाप कार्गि आपर्यम 	17,00,00 1	70,00			इस ऑधनन इस निवासी कारणामडी विद्यांनी बारण गर्न (1791)	11 ft 23		
(307 )(488 )(665 )( 1009 )(1256 )(1500 )(1791 )	666 )( 667 )( 669 )( 670 )( 717 )( 718 )	( 855 )( 87 <b>5</b> )(	925 )( 9	27 )( 933	)	गीया अर्थन पुरुषर किन्ने :	TI A	PP EM	4
गाव :- विहोधर (	पताए उपोन वहतूल अधिकार अधिलेख आणि न	थारा ( पिका न्द्राज्ञ ( मध्य कर - पनयेल	यी नॉदवा ते व मुस्कित	ही ) विवेषणे ) वि	वर,१५ <b>३</b> १ द	तातील निवय २१.  जेल्हा :- रायगड	9 800	190	88
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## POWER OF ATTORNEY

### TO ALL TO WHOM THESE PRESENTS SHALL COME

L Mr. Asif Hasanmiya Patel aged - about 46 years, partner of M/s. Shree Vastupurti Associates - a parmership firm, having address at Shop No. 10 / 11, Ashapuri Nagar, Near Pancharatna Hotel, Panvel - 410206, Dist. Raigad; hereinafter referred to as 'The Builder'. (which expression shall unless it is repugnant to the context or meaning thereof mean and include its successors and assigns).

Whereas, I am Partner along with Mr. Santosh Vasant Ambavane of M/s. Shree Vastupurti Associates, a partnership firm duly registered under The Indian Partnership Act, 1932 vide registration no. 337 - 36417 dated 24th January, 2012, I am desirous of appointing some fit and proper person to manage, look after and to do all necessary act, deeds, things and matters in respect of the property moveable and immovable properties as mentioned in the schedule hereunder written including movable properties where I have right, title and interest or may have right title and interest in future as the case may be.

We are in process to the development of plot Survey No. 48, Hissa No. 2, area 0-H 16-R. 10-P, situated in Village - Vihighar, Taluka - Panvel, District Raccial

constructing a new residential cum commercial building. 2668 And Whereas, due to my other business activities and constant movement, so I

not be able to do certain things personally so it has become necessary for me

appoint my Partner Mr. Santosh Vasant Ambavane as my constitute of the Constitute of confirm upon him the powers hereinafter appearing.

NOW THESE PRESENTS WITNSSETH AS FOLLOWS: Asif Hasanmiya Patel, do hereby nominate, constitute and appoint my partner

Mar Santosh Vasant Ambavane, having address at Shop No. 10 - 11, Ashapuri Nagar, Pancharatna Hotel, Panvel - 410206, Dist. Raigad to be my true and lawful norney, to do or cause to be done execute the necessary deeds, documents, acts, etc. for and on behalf of me.

#### THAT IS TO SAY:

1. To appear and represent me in the office of Talathi, Tahasildar, Sub - Division officer, Collector, CIDCO, NAINA, MMRDA to mutated my / Partnership firm's name in the revenue record and do all necessary act, things

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Survey No. 48, Hissa No. 2, area 0-H, 16-R, 10-P, situated in Village -

To appear and represent me at the Panvel Municipal Corporation / Collector / CIDCO / NAINA / MMRDA to make signature all the papers and documents for and on my behalf which are required for approval of building plan.

appear and represent me before the office of Panvel Municipal

and orities and sign all the papers/documents which may be required to

To pay the necessary premium directly to the Panvel Municipal Corporation llector / CIDCO / NAINA / MMRDA for and on my behalf and obtain the lid receipt.

n(U:/904

To appoint an Architect of his choice and on my behalf and to submit Plans,

Elegations, Sections, Specifications and Details of the Buildings agreed by me to be erected on the said plot of Land.

6. To survey the plot and fence the said Plot/plots of Land.

7. To commence the construction work on the Plot of Land in strict accordance with the approved plans Elevations, Sections, Specifications and Details of the Buildings to the satisfaction of the Panvel Municipal Corporation / Collector / CIDCO / NAINA / MMRDA.

8. To appoint and entrust the construction work on the Plot of Land to any contractor of his choice.

 To pay all rates, taxes, charges claims and outgoings chargeable in respect of Plot/plots of Land.

10. To pay service charges to the Panvel Municipal Corporation / Collector / CIDCO / NAINA / MMRDA / Gram Panchayat.

11. To pay Land Revenue and cesses assessed or which may be assessed on the Plot of Land.

- 12. To apply to the Panvel Municipal Corporation / Collector / CIDCO / NAINA / MMRDA for grant of extension of time in respect of development of the plot.
- 13. To pay any sum or sums in lieu of additional premium required to be paid by me to the Panvel Municipal Corporation / Collector / CIDCO / NAINA / MMRDA.
- 14. To apply for grant of Completion and Occupancy Certificate to the Panvel Municipal Corporation / Collector / CIDCO / NAINA / MMRDA / Gram Panchayat.
- 15. To appear and represent us before the bank authorities use for mortgaging the Plot and / or tenements constructed in new proposed building on the said plot and sign all the document/papers which are required for mortgaging.

  Plot.
- 16. To engage any solicitor, Advocate or other Expert as may l

other Legal Proceedings and Demands touching any of the or any other matters in which we are or may hereafter from to settle comprome to arbitration, abandon, submit to judgment or such Action or Proceedings as aforesaid.

18. To sell, dispose off the constructed flats/Shops on the Plot and receive the money for and on our behalf.

19. To complete all the formalities for and on our behalf for transfer of the flats/Shops in the name of Purchaser/s.

SALE DEED, DEED OF RECTIFICATION, DEED OF CANCELLATION, MORTGAGE DEED, TRANSFER DEED, DEED OF DECLARATION, DEED OF CONFIRMATION, CONVEYANCE DEED ir. respect of the Flats and Shops situated in the Proposed project to be constructed on the said Property, which appear and sign on my behalf before Registrar, Sub-Registrar Office, Panvel.

4 9 m - 4 7 50 C 2028 21. To appear and represent us before the concerned authorities of Panvel Municipal Corporation / Collector / CIDCO / NAINA / MMRDA / Gram Panchayat and any other concerned authorities and sign execute necessary forms in respect of the Flats/ Shops constructed on the Plot for and on our behalf.

22. To sign all the papers, documents, applications etc. which will be required for applying loan by the Purchaser.

how the cheque/s, consideration from the prospective purchaser and how behalf, to sign cheque/s, executes

CWI copear and represent us before the Bank authorities and open bank 0.28

Secount and operate any / our account, act on our behalf or any matter

Linear count is a constructed flats/Shops to the constructed flats/Sh

MMRDA.

26. To form Co-Operative Housing Society, Apartment, Company of flat / purchasers viz. required by law in respect of proposed building and executed

- prospective purchasers after obtaining Completion and occupation Certification Panvel Municipal Corporation / Collector / CIDCO / NAIN

purchasers viz. required by law in respect of proposed building and executed and registered Conveyance Deed before the Sub - Registrar in favour of proposed Co-Operative Housing Society, Apartment, Company of flat / shop purchasers for and on behalf of me.

27. And generally to do all things, matters, deeds whatsoever necessary for development and pusiness touching the plot.

28. I hereby agreed that all acts, deeds, matters and things lawfully done or cause to be done by our attorney shall be construed to be as acts, deeds, matters and things done by me and I hereby ratify and confirm and agree to ratify all and whatsoever my attorney shall do or cause to be done for me by virtue of these present.

IN WITHESS WHERE OF, I, Asif Hasanmiya Patel here unto set and subscribed my hands and signatures to these presents at this 27 day of April, 2017.

### THE SCHEDULE ABOVE REFERRED TO:

All that piece or parcel of land or ground, situate lying and being at village Vihighar, Tal: Panvel, Dist. Raigad in registration district and sub district of Panvel being

Survey No. Hissa No. (H-R-P)

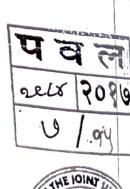
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SIGNED, SEALED AND DELIVERED
By the within named

In the presence of......

- 1) Stack Mayor ( Syll)
- 2) Sagar Mayore S. R. Mari

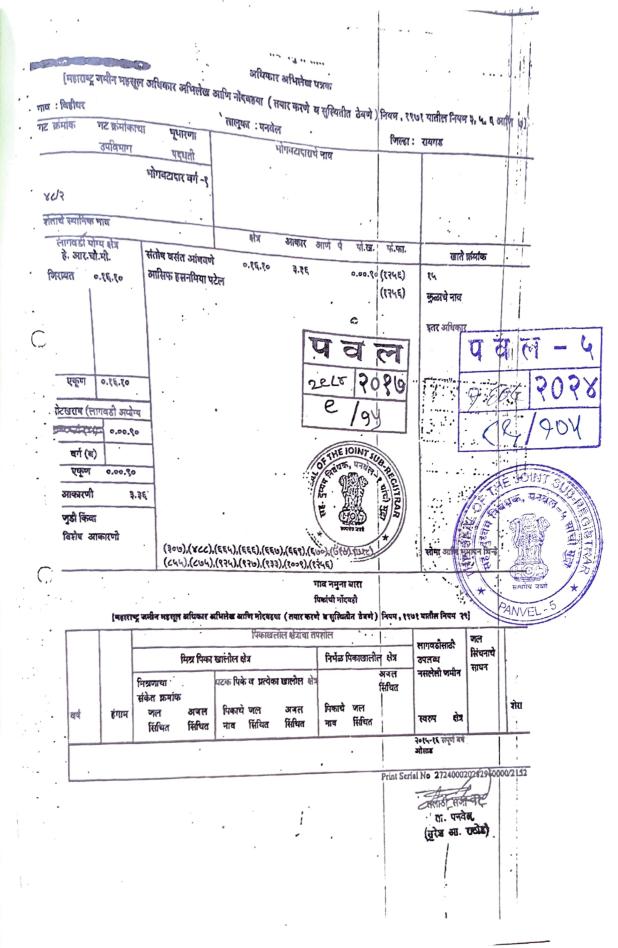




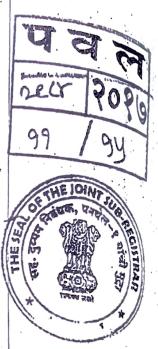
Asif Hasanmiya Patri

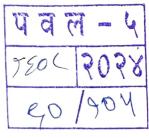
Santosh Vasant Ambavane (Specimen Signature of the Attorney)

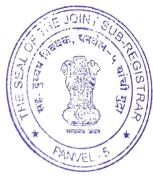




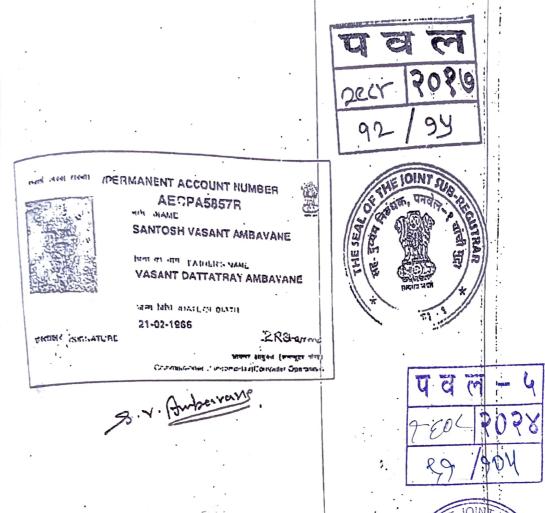


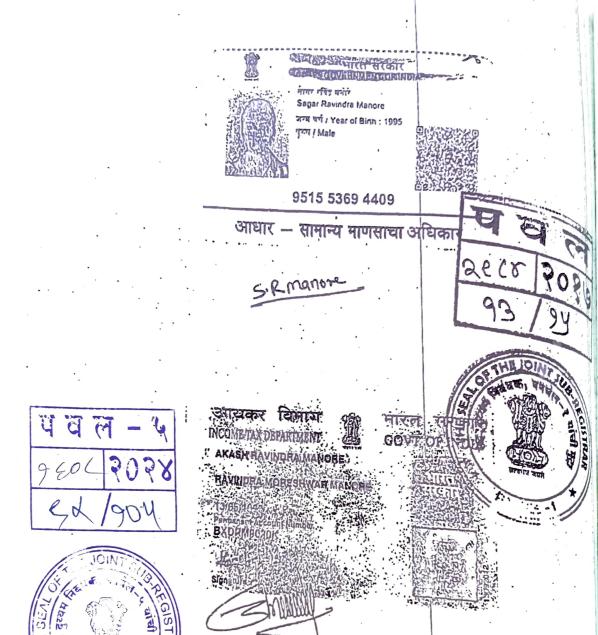


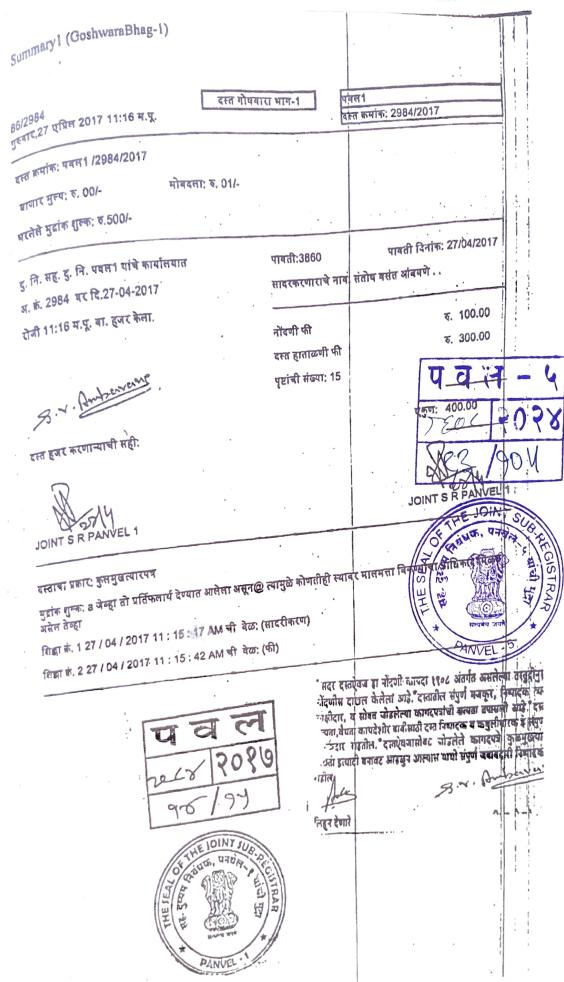


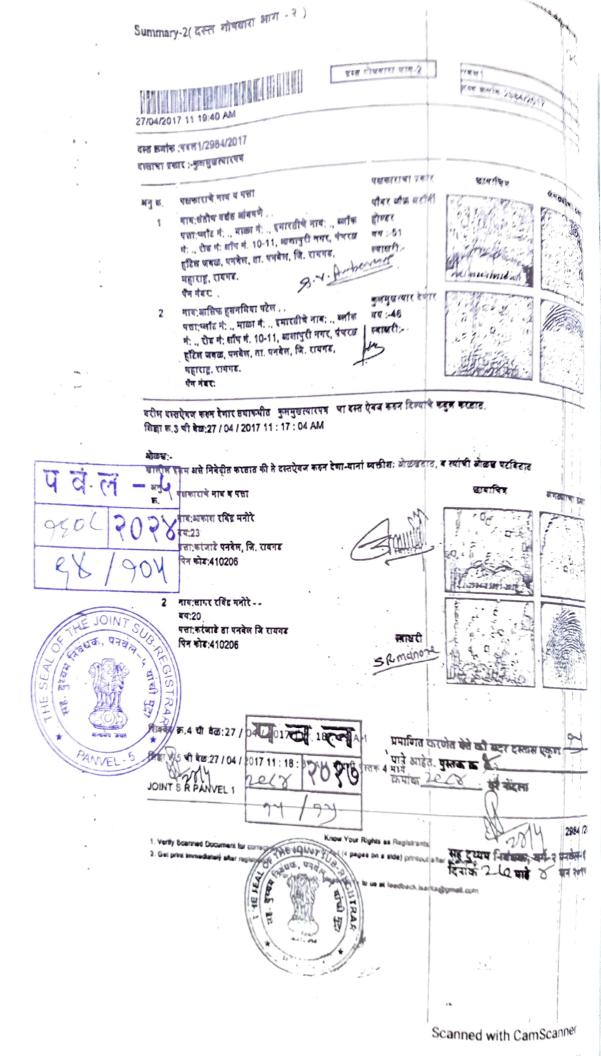


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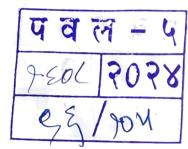


## घोषणापत्र

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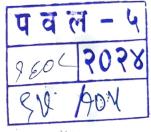
कुलमुखत्यारपत्रधारकाचे नांव व सही







3. V. Amberraise





#### भारत सरकार GOVERNMENT OF INDIA

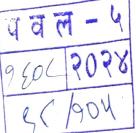


मंतोष वसते अंबचण Santosh Vasant Ambavane जन्म वर्षे / Year of Birth : 1966 पुरुष / Male



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आधार — सामान्य माणसाचा अधिकार



2. V. Juharvans





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रायगङ, महाराष्ट्र, 410206

Address: S/Q-Vasant Ambavane, Shreey\dhyatama Banglow,Opp Society Ground, Plot No-94,MCCH Society, Pangel, Raigarh, Maharashtra, 410206







P.O. Box No. 1947, Bengaluru 560 001

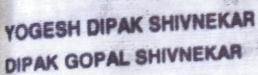
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मारत सरकार

GOVT. OF INDIA

आयकर विमाग NCOMETAX DEPARTMENT



26/08/1993

Permanent Account Number

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## भारत सरकार Government of India

### भारतीय विशिष्ट ओळख प्राधिकरण Unique Identification Authority of India

नॉदणी ऋमांकः/ Enrolment No.: 0662/20980/44270

योगेवा विज्ञा शिलगोकर Yogesh Dipak Shivnekar S/O Deepak Shivnekar R.V. Bhide Marg

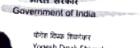
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र / Your Aadhaar No. :

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भारत सरकार





90/90

Date

PANVEL

Yogesh Dipak Shivnekar जन्म तारीख/DOB: 26/08/1993 THE MALE

6106 7149 2815

VID: 9108 2012 3379 7467 आधार, माझी





#### पाषिती

- आधार ओळखीचा पुरावा आहे नागरिकत्वाचा नाही
- सुरक्षित QR कोड / ऑफलाइन XML / ऑनलाइन प्रमाणीकरण वापरूप ओळख सत्यापित करा
- हे इलेक्ट्रॉनिक प्रक्रिये द्वारा तयार झालेले एक पत्र आहे.

### INFORMATION

- Addhaar is a proof of identity, not of citizenship Addness to a pro Werify identity using Secure QR Code/ Offline XML/ Online
- m This is electronically generated letter
  - आधार देशभरात वैध आहे.
  - आधार आपल्याला विविध सरकारी आणि खाजगी सेवा सुलभतेने घेण्यास मदत करते
  - आपला मोबाइल नंबर आणि ईमेल आयडी आधारमध्ये अदयावत ठेवा
  - आपल्या स्मार्ट फोनमध्ये आधार घ्या mAadhaar App
  - Aadhaar is valid throughout the country. Aadhaar helps you avail various Government
  - and non-Government services easily Keep your mobile number & email iD updated in Aadhaar.
  - Carry Aadhaar in your smart phone use mAadhaar App.



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भारतीय विशिष्ट ओळख प्राधिकरण Unique Identification Authority of India



महाराष्ट्र - 400028 Address:

Nouress: 5/O Deepak Shivnekar, 302/3, Ornate Blossoms, R.V. Bhide Marq, Near Portuguese Church, Dadar west, mumbai, Mumbai, Maharashtra - 400028

पत्ताः S/O विक्क विवर्णकर, ३०२/३, ओगेट बर्गासम्ब, रा.व. भिडे

मार्ग, पोतुंगीज बर्ख जवळ, डाट्ट प्रशिवम, मुंबई, मुंबई,



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भारत सरकार GOVT. OF INDIA



COME TAX DEPARTMENT स्यायी लेखा संख्या कार्ड Permanent Account Number Card RBOPS5062J



WARNA DEEPAK SHIVNEKAR

भायकर विमाग

ता का नाम / Father's Name MHADEV GOVIND HATISKAR

मकी तारीख / te of Birth 1/02/1962



इस्ताक्षर/Signature



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## विशिष्ट आक्स

## भारत सरकार

Unique Identification Authority of India Government of India

नोंदणी क्रमांक/Enrolment No.: 1190/12534/25064

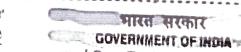
Surarra Cleepah Shivnekar [म्वणी दिपक शिवणीकन) Will Deepak Shivnekar Room no. 302, Ornain Biossoms RV Bride Marg Near Portuguese Church Deda: Wast Maribai Munital Materastára - 400026

आपला आधार क्रमांक / Your Aadhaar No. :

3459 5167 4760

आधार – सामान्य माणसाचा अधिकार



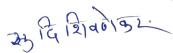


सुवर्णा दिपक शिव्योक्तर Suvarna Deepal Shivnekar जन्म वर्ष / Year of Birth : 1962 सी / Female



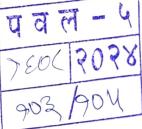


आधार – सामान्य माणसाचा अधिकार



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आयकर विभाग NCOMETAVIEPARIMENT KHARAREWISHAL ANIL ANIL CHOTTO KHARARE

20/05/1985

CZWPK6495C

Signature same twe





आयकर विभाग INCOME TAX DEPARTMENT



मार्ज्य सरकार GOVT. OF INDIA

GAJANAN NARAYAN PATIL NARAYAN BHAGVAN PATIL 01/06/1971

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दस्त गोषवारा भाग-1

ु<sup>9/1608</sup> फेब्रुवारी 2024 10:58

भूम क्रमांकः पवलं /1608/2024

मोबदला: रु. 27,50,475/-

<sub>बाजीर</sub> मुल्पः रुं. 14,88,081/-

प्रतिले मुद्रांक शुल्कः रु.१,65,100/-

्र<sub>बंद्णी फी</sub> माफी असल्यास तपशिल :-

(yashada training) code added for keeping tack of adjusted fees

ु, ति. सह. दु. नि. पवलंऽ यांचे कार्यालयात

अ. कं. 1608 वर दि.03-02-2024

रोजी 10:56 म.पू. वा. हजर केला.

Mi vielcen.

दस्त हजर करणाऱ्याची सही:

Joint Sub Registrar Panvel 5

पावती:1769

पावती दिनांक: 03/02/2024

सादरकरणाराचे नाव: योगेश दिपक शिवणेकर..

नोंदणी फी

27600.00

दस्त हाताळणी फी

रु. 2100.00

पृष्टांची संख्या: 105

एकुण: 29700.00

Joint Sub Registrar Panyel 5

#### दस्ताचा प्रक्रार: करारनामा

मुद्रांक शुल्कः (दोन) कोणत्याही नगरपालिका किंवा नगर पंचायत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा मुंबई महानगर् प्रदेश ॥विकास प्रा॥धिकरणा्च्या हद्दीत अस्लेल्या को्णत्याही ग्रामीण क्षेत्रात, किंवा मुंबई मुद्रांक (मालमत्तेच्या प्रत्यक्ष बाजार मृत्याचे निधारण) नियम, 1995 अन्वये प्रकाशित झालेल्या वार्षिक विवरणपत्रातील दराप्रमाण् प्रभाव क्षेत्राते.

शिक्का क्रं. 1 03 / 02 / 2024 10 : 56 : 49 AM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 03 / 02 / 2024 10 : 58 : 29 AM ची वेळ: (फी)



दस्तिएवजांसीमत् नाउतात कागव्यंत्रः हुन् हु अवार् एक High Dunk (2) avist व्यक्ती इत्यादि बनावट आढळून आल्पास याची संपूर्ण जबाबदारी निषाटकांची राहील

वरीत दस्तऐवज् कुरुन देणार तथाकथीत करारनामा चा दस्त ऐवज करुन दिल्याचे कबुत करतात. धाक्का क्र.3 ची वेळ:03 / 02 / 2024 11 : 03 : 07 AM

पॅन नंबर:AECPA5857R

आळख.-<sub>खाती</sub>ल इसम असे निवेदीत करतात की ते दस्तऐवज करुन देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र. पक्षकाराचे नाव व पत्ता

नाव:विशाल खरारे . . पुत्ता:शॉप नं. ७, वासुदेव बळवंत फडके नाटयगृह कॉम्प्लेक्स, पनवेल, ता. पनवेल

पिन कोड:410206

नाव:परशुराम आंबा सावंत . . वय:42 पत्ता:शॉप नं. 7, वासुदेव बळवंत फडके नाटयगृह कॉम्प्लेक्स, पनवेल, ता. पनवेल,

जि. रायगड पिन कोड:410206

स्वाक्षरी

स्वाक्षरी

छायाचित्र

ठसा प्रमाणित

शिक्का क्र.4 ची वेळ:03 / 02 / 2024 11:04:25 AM

rundru Registrar Panvel 5

Pay	Payment Details.							
sr.	Purchaser	Туре	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	YOGESH D SHIVNEKAR AND OTHER ONE	eChallan	69103332024020221212	MH014982167202324E	165100.00	SD	0007909817202324	03/02/2024
2		DHC		0224023019130	2000	RF	0224023019130D	03/02/2024
3		DHC		0224026919195	100	RF	0224026919195D	03/02/2024
4	YOGESH D SHIVNEKAR AND OTHER ONE	eChallan		MH014982167202324E	27600	RF	0007909817202324	03/02/2024

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1608 /2024

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सह दुय्यम निवधक द्या - २, पनवेल - ५, दिनांक 0 २ पाहे 0 २ सन २०२४,