



AGREEMENT FOR SALE

This **Agreement for Sale** (“Agreement”) executed at **Village Agashi, Taluka Vasai, District Palghar** on **08-Feb-2024**,





By and Between

M/S. SHREE GOVIND DEVELOPERS, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at **Shop no 2, Shramsafalya Building, Opp Motiba Rice Mill, Veer Sawarkar Road, Virar East, Taluka Vasai, District Palghar, Pin code 401305, (PAN NO. ACBFS0996C)**, represented by its authorised Partner **Shri. Anup Ashok Mehta** and **Shri. Devendra Khemraj Jain**, authorised vide Letter Dated 07th August 2023, hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in interest, executors, administrators and permitted assignees, including those of the respective partners.)

AND

Mr. Mayur Manohar Rane, Age: 43, Occupation: Service, PAN No.: AQWPR5699E, Email Id: ranemayur111@rediffmail.com, Address: Room No.201, Jesal Homes, Bldg No.1, Bolinj Naka, Chware Wadi, Virar West, Taluka- Vasai, District- Palghar,401303

Miss. Vanita Suresh Pednekar, Age: 36, Occupation: Service, PAN No.: BCAPP7380M, Email Id: vanita_anita@rediffmail.com, Address: Room No.201, Jesal Homes, Bldg No.1, Bolinj Naka, Chware Wadi, Virar West, Taluka- Vasai, District- Palghar,401303

hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in interest, executors, administrators and permitted assignees.)

The Promoter and Allottee shall hereinafter collectively be referred to as the "**Parties**" and individually as "**Party**".





WHEREAS:

A) N.A Land Bearing New Survey No. 43(Old Survey No. 256), Hissa No. 3 admeasuring 2897.49 Square Meter assessed at Rs. 289.75/-(Rupees Two hundred eighty Nine and seventy five paise Only) out of 3570 square meter lying being and situate at Village Agashi, at: Taluka Vasai, District Palghar within the area of Sub-Registrar at Palghar. M/s. Shree Govind Developers, through its partner Shri. Devendra Khemraj Jain is the owner of the said land.

B) Mr. Babu Govind Naik and others were the owners of the said land bearing Survey No. 43 (old Survey No. 256), Hissa No. 3, and 1) Mr. Atmaram Damodar, 2) Jagannath Damodar, 3) Kashinath Damodar admeasuring 3570 square meter were the tenant in respect of the said land. The said Reference is given on the basis of Mutation Entry No. 6595.

C) The said land was standing in the names of 1) Mr. Atmaram Damodar, 2) Jagannath Damodar, 3) Kashinath Damodar as the tenant, however as per Taluka Order bearing No. A.LT/1341, dated 22/06/1962, the names of 1) Mr. Atmaram Damodar, 2) Jagannath Damodar, 3) Kashinath Damodar were deleted from the 7/12 Extract and the name Mr. Nana Janu Vartak recorded as the tenant in respect of the said land. The said Reference is given on the basis of Mutation Entry No. 9088.

D) Mr. Nana Jagu Vartak purchased the said land under the Provisions of Bombay Tenancy and Agricultural Lands Act through the Additional Tahasildar. The said Reference is given on the basis of Mutation Entry No. 11009.

E) Mr. Nana Jagu Vartak died intestate on 04/06/1978 leaving behind him 1) Mr. Haribhau Nana Vartak, 2) Mr. Anant Nana Vartak, 3) Mr. Bhalchandra Nana Vartak, 4) Mr. Avinash Nana Vartak, 5) Mrs. Banubai Chintaman Mhatre, 6) Smt. Mandakini Madhu Raut, being the legal heirs according to the Hindu Succession Act, by which he was governed at the time of his death. The names of the said legal heirs were recorded in the 7/12 Extract and such other Revenue records vide Mutation Entry No. 16178.

F) Smt. Mandakini Madhu Alias Madan Raut died intestate on 31/08/2004 leaving behind her 1) Mr. Jitendra Madan Raut, 2) Mrs. Nilima Dyaneshwar Mhatre, being the legal heirs according to the Hindu Succession Act, by which she was governed at the time of her death. The names of the said legal heirs were recorded in the 7/12 Extract and such other Revenue records vide Mutation Entry No. 17276.

G) The said land was applicable under Section 43 of the Bombay Tenancy and Agricultural Lands Act and Mr. Sudesh Prabhakar Chaudhari obtained the Permission from Sub-Divisional Officer





Bhiwandi, Bhiwandi Division, vide its Order bearing No. कबीडी/कव/ विप/शेती/वसई/एसआर/115/2011 dated 25/10/2011. The said reference is given on the basis of Mutation Entry No. 17421.

H) By Conveyance Deed dated 31/12/2011 and registered in the office of Sub-Registrar Vasai No. II (Virar), under Serial No. 40/2012, dated 03/01/2012, 1) Mr. Haribhau Nana Vartak, 2) Mr. Anant Nana Vartak, 3) Mr. Bhalchandra Nana Vartak, 4) Mr. Avinash Nana Vartak, 5) Mrs. Banubai. Chintaman Mhatre, 6) Mr. Jitendra Madan Raut, 7) Mrs. Nilima Dyaneshwar Mhatre sold and conveyed the land bearing Survey No. 43, Hissa No. 3, admeasuring 3570 square meter to Mr. Sudesh Prabhakar Chaudhari. The effect of the said Conveyance Deed was given in the 7/12 Extract and such other revenue records vide Mutation Entry No. 17421.

I) By Transfer Deed dated 30/04/2012, and registered in the office of Sub-Registrar at Vasai No. II (Virar) under Serial No.4450-2012, dated 02/05/2012, Mr. Sudesh Prabhakar Chaudhari have gifted the land under 20 meters D. P. Road admeasuring 327.30 square meters, and land under 30 meters D.P. Road admesuring 345.21 square meters, total 672.51 square meters, out of Survey No. 43, Hissa no. 3, to vasai Virar City Municipal Corporation. The effect of the said Deed was given in 7/12 extract and such other Revenue records vide Mutation Entry no. 17470.

J) WHEREAS by the Conveyance dated 22th day of December 2022 executed and registered in the office of Sub-Registrar Vasai No. II (Virar), under Serial No. 21314/2022, dated 23rd day of December 2022 between Mr. Sudesh Prabhakar Chaudhari of the One Part (hereinafter referred to as " the Vendor") and the Promoter of the Other Part M/s. Shree Govind Developers through its partner Shri. Devendra Khemraj Jain, sold absolutely to the Promoter an immovable property being piece or parcel of freehold land bearing Survey No.43, Hissa no.3 lying and being at Agashi Village in the Registration SubDistrict of Palghar admeasuring 2897.49 square meters along with FSI (in all norms). Or thereabouts more particularly described in the Schedule I hereunder written (hereinafter referred to as "the project land").

K) On 10th January, 2012, vide letter dated No. REVENUE/K-1/T-1/NAP/AGASHI-VASAI/SR-153/2011, the collector office Thane, has granted Non-agricultural permission in respect of the said land.

L) The land bearing Old Survey No. 256 and New Survey No. 43, Hissa No. 3 admeasuring 2897.49 Square Meter assessed at Rs. 289.75/- (Rupees Two hundred eighty Nine and seventy five paise Only) lying being and situate at Village Agashi, at: Taluka Vasai, District Palghar within the area of Sub-Registrar at Palghar., has been converted into N.A. by the office of Collector Thane, vide its order bearing No. REVENUE/K-1/T-1/NAP/AGASHI-VASAI/SR-153/2011, dated 10/01/2012.





M) The Vasai Virar City Municipal Corporation., has granted the Commencement Certificate for proposed Residential with Shopline Building for EWS/LIG Tenements (as per Regulation No-7.7.1 by UDCPR), on land bearing Survey No. 43, Hissa no.3, of village; Agashi, Taluka Vasai, District Palghar vide its Order No. VVCMC/TP/CC/VP-0735/158/2021-22, dated 04/08/2021.

N) The Vasai Virar City Municipal Corporation., has granted the Revised Development Permission for proposed Residential with Shopline Building for EWS/LIG Tenements (as per Regulation No-7.7.1 by UDCPR), on land bearing Survey No. 43, Hissa no.3, of village; Agashi, Taluka Vasai, District Palghar vide its Order No. VVCMC/TP/RDP/VP-0735/605/2023-23, dated 31/03/2023.

O) AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals herein above; The Promoters are entering into several agreement similar to this agreement with several parties who may agree to take acquire premises in the said plot of land on ownership except and subject to such modification as may be necessary or considerable, desirable or proper by the Promoters with a view ultimately that the Allottee/s of the various premises alongwith occupants of the other premises in the said plot of land shall form a Co-Operative Housing Society or Limited Company the said plot of land together with the building/s thereon will be conveyed as herein provided.

P) AND WHEREAS the Promoter has floated the ownership scheme on the said Land under the name and style of '**Super Homez - Gulmohar**' comprising of various buildings consisting of residential, shopping and commercial units. Though the Promoter herein has right to develop the entire project land, and the said project shall be known as '**Super Homez - Gulmohar**' hereinafter referred as "**Said Project**" and admeasuring **15997.89 sq. mtrs.** Builtup area (P-Line), or thereabouts more particularly described in Schedule I and shown in Annexure C2A.

Q) AND WHEREAS the Promoter has completed all the legal formalities with respect to the right, title and interest in respect of the project land on which the said project is to be constructed. The Promoter herein alone has sole and exclusive right to sell the Apartments in the said project to be constructed by the Promoter on the project land and is fully competent to enter into agreement/s with the Allottee/s, lessee, mortgagee, of the Apartments and to receive the sale price in respect thereof.

R) AND WHEREAS the Promoter has entered into a standard agreement with its Architects, M/S. We Design Architectural Consultants, Mrs. Bindia Bhatt (hereinafter referred to as "the Architect"), who are registered with the Council of Architecture, and such agreement is as per the agreement prepared by the Council of Architecture, and the Promoter has appointed a





structural engineer M/s. JW Consultants LLP, Mr. Umesh Joshi for the preparation of the structural design and drawings of the said project/buildings, and the Promoter accepts the professional supervision of the Architect and structural engineer till the completion of the said project. The Allottee/s has/have demanded from the Promoters for inspection of the aforesaid building/s plans, specification of and other documents referred to above including the agreement such inspection has been duly given to and taken by the Allottee/s. The Allottee/s has/have also satisfied himself/herself/ themselves about the plans, designs and specifications prepared by the Promoters Architects M/s. WE DESIGN (Mrs. Bindia Bhatt) and of such other documents as specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction Sale Management and Transfer) Act, 1963 (hereinafter for the sake of brevity it may be referred to as "The said Act") and the rules made thereunder, such inspection has been duly given to and taken by the Allottee/s. The Allottee/s has/have also satisfied himself/herself/themselves about the same. The Promoters have supplied to the Allottee/s such of the documents as are mentioned in Rule 4 of the Maharashtra Ownership Flat, Rules 1964, as demanded by the Allottee/s.

S) AND WHEREAS the Promoter has proposed to construct on the project Residential with shophline Building, Number of **Building 1 having Ground+Stilt+18 (part) habitable Floors.**

T) AND WHEREAS the Allottee has offered to purchase a Flat bearing number **712** on floor **7th floor**, (herein after referred to as the said "**Flat**") of the Building called '**Super Homez - Gulmohar**' (herein after referred to as the said "**Building**") being constructed of the said project, by the Promoter.

U) AND WHEREAS The Allottee/s herein has demanded from the Promoter and the Promoter has given inspection to the Allottee/s, of all the documents of title relating to the said project described in the ScheduleII hereunder written and also the plans, designs and specifications of the said building prepared by the Architect and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "**The Said Act**") and rules and regulations made thereunder. After the Allottee/s enquiry, the Promoter herein has requested to the Allottee/s to carry out independent search by appointing his/her/their own attorney/advocate and to ask any queries, he/she/they have regarding the marketable title and rights and authorities of the Promoter. The Allottee/s has/have satisfied himself/herself/themselves in respect of marketable title and rights and authorities of the Promoter herein. That the allottee has given his specific confirmation herein that the responsibility of title of the said land be on the Developer up and until the conveyance of the said building and the said land thereunder.





V) AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are to be constructed have been annexed hereto and marked as **Annexure 'A' and 'B'**, respectively.

W) AND WHEREAS the authenticated copies of the plans of the Layout of the said project as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure C1**.

X) AND WHEREAS the authenticated copies of the plans of the Layout of the said phase as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said phase have been annexed hereto and marked as **Annexure C2**.

Y) AND WHEREAS the copy of the proposed layout plan and the proposed building/phase/wing plan showing future proposed development as disclosed by the developer in his registration before the RERA authority and further disclosures on the website as mandated by the developer have been annexed hereto and marked as **Annexure C2A**.

Z) AND WHEREAS the clear block plan showing the project (phase/ wing) which is intended to be constructed and to be sold and the said unit which is intended to be bought by the allottee is in this said project (phase/wing) which is clearly demarcated and marked and which is for the purposes of this agreement the project in which the unit stated that the allottee intends to purchase and the allottee shall have the right to claim the same for is marked as **Annexure C3**.

AA) AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **Annexure D**.

BB) AND WHEREAS the Promoter has obtained some of the sanctions/approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

CC) The Vasai Virar City Municipal Corporation., has granted the Commencement Certificate for proposed Residential with Shopline Building for EWS/LIG Tenements (as per Regulation No-7.7.1 by UDCPR), on land bearing Survey No. 43, Hissa no.3, of village; Agashi, Taluka Vasai, District Palghar vide its Order No. VVCMC/TP/CC/VP-0735/158/2021-22, dated 04/08/2021.





DD) The Vasai Virar City Municipal Corporation., has granted the Revised Development Permission for proposed Residential with Shopline Building for EWS/LIG Tenemants (as per Regulation No-7.7.1 by UDCPR), on land bearing Survey No. 43, Hissa no.3, of village; Agashi, Taluka Vasai, District Palghar vide its Order No. VVCMC/TP/RDP/VP-0735/605/2023-23, dated 31/03/2023.

EE) AND WHEREAS 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 /phase shall be granted by the concerned local authority.

FF) AND WHEREAS the Promoter has in compliance with rules, regulations and restrictions of the concerned local authority which are to be observed and performed by the Promoter while constructing/developing the said project has accordingly commenced construction/ development of the same.

GG) AND WHEREAS the allottee has agreed to purchase the said unit based on going through all the conditions stated in the sanctioned plans by respective competent authorities and have further confirmed that all such conditions shall be bound and abided by the allottee strictly.

HH) AND WHEREAS the allottee on confirmation of accepting all the conditions of sanctioned plans by competent authority, has further stated that if any conditions that have been imposed on the said project/ building/ phase/wing which are contrary to the prevalent laws/rules/regulations under which sanctioned plans have been given shall not be binding on the allottee and that the allottee shall not hold the developer responsible for the such contrary conditions.

II) AND WHEREAS the allottee has independently made himself aware about the specifications provided by the promoter and he is aware of the limitations, usage policies and maintenance of the installed items, fixtures and fittings of the same and have been annexed and marked as **Annexure G.**

JJ) AND WHEREAS the allottee has been shown the conditions of contracts with the vendors/contractors/manufacturers and workmanship and quality stands of products/fittings and fixtures as agreed between promoter and the vendors and on independently verifying the same the allottee has now agreed to the same as conditions mentioned in these contracts and that the





allottee agrees to abide by the same failure of which shall absolve the promoter to that extent.

KK) AND WHEREAS, the Promoter has registered the said project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Mumbai On **27/06/2023** under registration no. **P99000051647** have been annexed and marked as **Annexure F**.

LL) AND WHEREAS the Allottee has applied for Flat in the said project apartment no. **712** having carpet area of **27.10** square metres, and exclusive terrace area admeasuring **NA** square metres and balcony area admeasuring **0.00** square metres on floor **7th floor** in building '**Super Homez - Gulmohar**' ("**Building**") being constructed in the said project along with parking no. **NA** admeasuring **NA** square metre in the **NA** parking.

MM) AND WHEREAS relying upon the aforesaid application, the Promoter has agreed to allot and sell to the Allottee/s, the said apartment at the price and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing.

NN) AND WHEREAS the carpet area of the said Apartment is **27.10** square meters and "**carpet area**" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment. it is also understood and agreed by and between the parties hereto that the terrace space admeasuring **NA** square meters in front of or adjacent to the terrace Flats in the said building/s, if any, shall belong exclusively to the respective Allottee/s of the terrace Flat and such terrace spaces are intended for the exclusive use of the respective terrace Allottee/s. The said terrace shall not be enclosed by the Allottee/s till the permission in writing is obtained from the concerned local authority and the Promoters or the society, or as the case may be the limited company.

OO) AND WHEREAS, the Allottee/s prior to execution of these presents has paid to the Promoter a sum of **Rs.270000/- (Rupees Two Lacs Seventy Thousand only)**, being part payment of the sale price of the Apartment agreed to be sold by the Promoter to the Allottee/s as advance payment or deposit (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s has agreed to pay the remaining price of the Apartment as prescribed in the payment plan as may be demanded by the Promoter within the time and the manner specified therein.





PP) AND WHEREAS the Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein; The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the said project.

QQ) AND WHEREAS Subject to otherwise agreed, reserved and provided herein, the Promoter has agreed to sell and the Allottee/s hereby agrees to purchase the Apartment.

RR) AND WHEREAS the Promoter in compliance of section 13(1) of the Real Estate (Regulation and Development) Act, 2016 is required to execute a written Agreement for sale of the said Apartment in favour of the Allottee/s, being in fact these presents and also to register said Agreement for sale under the Registration Act, 1908, the parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence this presents. Notwithstanding anything stated in any other document/ allotment/letter given or communicated with the allottee any time prior, this agreement shall be considered as the only document and its condition shall be read as the only conditions valid and basis for which the said unit is agreed to be sold to the allottee.

SS) AND WHEREAS this agreement shall remain in force and shall not merge into any other agreement save and except the conveyance deed as stated herein below.

TT) AND WHEREAS this agreement does not preclude, diminish the rights of any financial institutions, fund, registered money lender for which finance has been taken for the project and the same can be claimed by them under the statutory claims and that this does not in any way affect the right of the allotted in respect of his unit in the said project.

UU) AND WHEREAS the Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter; And that the allottee has not given any third party any rights to enforce this said agreement unless the said unit is transferred to the them.

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





1. CONSTRUCTION OF THE PROJECT/APARTMENT

The Promoter shall construct the said building consisting of Residential cum Shop line ground + stilt and 18 (Part) upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations and modifications which may adversely affect the Apartment of the Allottee/s except any alterations or additions or modifications in the sanctioned plans, layout plans and specifications of the buildings or common areas of the said phase which are required to be made by promoter in compliance of any direction or order, etc. issued by, the competent authority or statutory authority, under any law of the State or Central Government, for the time being in force. Promoter may also make such minor additions and alterations as may be required by the Allottee.

2. CONSIDERATION/PRICE OF THE SAID APARTMENT

2.1. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Flat No. **712** of carpet area admeasuring **27.10** sq. metres on floor **7th floor** in the building '**Super Homez - Gulmohar**' (hereinafter referred to as "**the Apartment**") as shown in the Floor plan thereof hereto annexed and marked Annexures D and E for the consideration of **Rs.2700000/- (Rupees Twenty Seven Lacs only)** being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the limited common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (The price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

2.2. The Allottee/s agrees and understands that timely payment towards purchase of the said Apartment as per payment plan/schedule hereto is the essence of the Agreement. The Allottee has paid on or before execution of this agreement a sum of **Rs.270000/- (Rupees Two Lacs Seventy Thousand only)** as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of **Rs.2430000/- (Rupees Twenty Four Lacs Thirty Thousand only)** in the following manner :

Sr. No	Stages	Percentage	Cumulative %
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1	Booking	9.9%	9.9%
2	Agreement Registration	20.1%	30.0%
3	Plinth completion	15.0%	45.0%
4	1st slab completion	1.5%	46.5%
5	2nd slab completion	1.5%	48.0%
6	3rd slab completion	1.5%	49.5%
7	4th slab completion	1.5%	51.0%
8	5th slab completion	1.5%	52.5%
9	6th slab completion	1.5%	54.0%
10	7th slab completion	1.5%	55.5%
11	8th slab completion	1.5%	57.0%
12	9th slab completion	1.5%	58.5%
13	10th slab completion	1.5%	60.0%
14	11th slab completion	1.5%	61.5%
15	12th slab completion	1.5%	63.0%
16	13th slab completion	1.0%	64.0%
17	14th slab completion	1.0%	65.0%
18	15th slab completion	1.0%	66.0%
19	16th slab completion	1.0%	67.0%
20	17th slab completion	1.0%	68.0%
21	18th slab completion	1.0%	69.0%
22	19th slab completion	1.0%	70.0%
23	Block Work completion	1.0%	71.0%
24	Internal Plaster completion	1.0%	72.0%
25	External Plaster completion	1.0%	73.0%
26	Flooring completion	1.0%	74.0%
27	Door & Window fitting completion	1.0%	75.0%
28	External Plumbing completion	5.0%	80.0%
29	Internal Plumbing completion	5.0%	85.0%





30	Terrace waterproofing completion	5.0%	90.0%
31	Electric Fitting completion	5.0%	95.0%
32	Possession	5.0%	100.0%

The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, Cess, GST or any other similar taxes which may be levied, in connection with the construction of and carrying out the said Project payable by the Promoter up to the date of handing over the possession of the Apartment.

2.3. The Total Price is escalation free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. The promoter may charge the allottee separately for any upgradation/changes specifically requested or approved by the allottee in fittings, fixtures and specifications and any other facility which have been done on the allottees request or approval but which have not been agreed upon herein or as shown in the website of the registered authority

2.4. The Promoter herein on due date/or on reaching aforesaid construction milestone/stage shall intimate the amount payable as stated above in writing or by digital Email to the Allottee and the Allottee shall make payment of such due amount to the Promoter within seven days from date of receiving such intimation. The Allottee herein specifically agrees that he/she/they shall pay the aforesaid amount along with the service tax, VAT, GST and such other taxes, cesses, charges etc. without any delay along with each instalment.

2.5. Payment of any instalments if made in advance shall be adjusted to the next instalments as mentioned above. No interest shall be paid by the Promoter for such advance payments made by the Allottee or by housing finance companies/bank etc. on behalf of Allottee.

3. MODE OF PAYMENT





Subject to the terms of the Agreement and the Promoter abiding by the construction milestones (not valid in special cases where specific dates are mentioned), the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of **M/S SHREE GOVIND DEVELOPERS SUPER HOMEZ-GULMOHAR COLLECTION ACCOUNT no. 000405147665, ICICI BANK LTD, NARIMAN POINT, MUMBAI Branch, IFSC Code - ICIC0000004** payable at Mumbai.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5. INTEREST ON UNPAID DUE AMOUNT

Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the instalments on the due dates, the Allottee/s shall be bound and liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2% per annum, with monthly rests, on all the amounts which become due and payable by the Allottee/s to the Promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of delay by the Promoter. The amount of interest may be informed to the allottee/s from time to time or on completion of the said project/apartment, and the allottee/s has/have agreed to pay the same as and when demanded before the possession of the said apartment.

6. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL/PLANNING AUTHORITY

The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority, state and or Central Government including Environment department at the time of





sanctioning the plans or any time thereafter or at the time of granting Completion Certificate or anytime thereafter. The Promoter shall before handing over possession of the said apartment to the Allottee/s herein, obtain from the concerned planning/local authority/development controlling authority occupation and/or completion certificate in respect of the said apartment. Notwithstanding anything to the contrary contained herein, the Allottee shall not be entitled to claim possession of the said apartment until the completion certificate is received from the local authority and the allottee has paid all dues payable under this agreement in respect of the said apartment to the Promoter and has paid the necessary maintenance amount/deposit, service tax, vat and other taxes payable under this agreement of the said apartment to the Promoter.

Howsoever for the purpose of defect liability on towards the developer, the date shall be calculated from the date of handing over possession to the allottee for fit outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said unit/ building/phase/wing as stated in the said agreement. That further it has been agreed by the allottee that any damage or change done within the unit sold or in the building/ phase/ wing done by him/ them or by any third person on and behalf of the allottee then the allottee expressly absolves the developer from the same liability and specifically consents that on such act done, he shall waive his right to enforce the defect liability on and towards the developer.

7. DISCLOSURE AS TO FLOOR SPACE INDEX

The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 16015.90 square meters Builtup (P-Line) only and Promoter has planned to utilise Floor Space Index of 15997.89 square meters Builtup (P-Line) by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 15997.89 square meters Builtup (P-Line) as proposed to be utilised by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilising the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

IT IS AGREED BETWEEN the Promoters and Allottee/s that in case any additional F.S.I. is granted or construction of additional floor or floors is allowed then the Promoters alone are entitled to





construct dispose and sell the said additional construction and the Promoters shall have exclusive right to construct the additional construction mentioned above and dispose the same. The necessary covenant in the deed of conveyance to be executed in favour of Co-Operative Housing society/societies shall be incorporated.

It is agreed that the Promoters shall be entitled, without affecting the rights of the Allottee/s to the said premises including the area thereof, to revise the building/s plans in respect of the said building/s and to utilise the total F.S.I. and the development rights available in respect of the said property by suitably modifying the building/s plans in respect of the said premises as the Promoters may desire and the Allottee/s hereby irrevocably consents to the right of the Promoters to revise and modify the building/s plans in respect of the said premises from time to time.

8. DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE

The Promoter has made full and true disclosure of the title of the said land as well as encumbrances, if any, known to the Promoter in the title report of the advocate. The Promoter has also disclosed to the Allottee/s nature of its right, title and interest or right to construct building/s, and also given inspection of all documents to the Allottee/s as required by the law. The Allottee/s having acquainted himself/herself/themselves with all facts and right of the Promoter and after satisfaction of the same has entered into this Agreement.

9. SPECIFICATIONS AND AMENITIES

The specifications and amenities of the apartment to be provided by the Promoter in the said project and the said apartment are those that are set out in **Schedule IV** hereto. Common amenities for the project on the said land are stated in the **Schedule V** annexed hereto. In the project multi storied high rise buildings/wings are under construction and considering to maintain the stability of the buildings/wings and internal structures, herein specifically informed by its consultant not to allow any internal changes. As per our policy there shall be no customisation permitted inside the said apartment. Changes such as civil, electrical, plumbing etc. shall not be allowed during construction and till delivery of possession.





10. COMPLIANCE OF LAWS RELATING TO REMITTANCES

10.1. 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), 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 full fill 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 be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

10.2. The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter 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.

11. POSSESSION OF THE APARTMENT

11.1. Schedule for possession of the said Apartment: The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. Subject to receipt of full consideration/total price and dues of the Promoter and taxes thereon are paid by the Allottee/s in respect of the said apartment, in terms of these presents, The Promoter, based on the approved plans and specifications, assures to hand over possession of the said Apartment on **31/12/2026**.





Provided that the Promoter shall be entitled to reasonable extension of time as agreed by and between the allottee and the promoter for giving possession of the Apartment on the aforesaid date, and the same shall not include the period of extension given by the Authority for registration. Further, if the completion of building in which the Apartment is to be situated is delayed on account of -

(i) war, civil commotion, flood, drought, fire, cyclone, earthquake, act of god or any calamity by nature affecting the regular development of the real estate project ("Force Majeure").

(ii) Extension of time for giving possession as may be permitted by the Regulatory authority under Real Estate (Regulation and Development) Act, 2016 for reason where actual work of said project/building could not be carried by the promoter as per sanctioned plan due to specific stay or injunction orders relating to the said project from any Court of law, or Tribunal, competent authority, statutory authority, high power committee etc. or due to such circumstances as may be decided by the Authority.

If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 30 days from that date. After any refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

That the allottees further agree that even where 'substantial completion' of works has been done and after receiving OC from the competent authority possession of the said unit shall be given. That substantial completion would mean works done that do not affect his use or occupation of his unit and he can cohabit in the said unit. However if the developer is not allowed by the allottee or any person on his behalf to complete the remaining portion of the works, it shall be accepted by and between the parties that the remaining works shall be deemed to have been done as and against the developer.

11.2. Procedure for taking possession: The Promoter, upon obtaining the occupancy certificate from the local/competent/planning authority shall offer in writing to the Allottee/s intimating that, the said apartment is ready for use and occupation. The Allottee/s herein shall inspect the





said apartment in all respects to confirm that the same is in accordance with the terms and conditions of this agreement, complete the payment of consideration/total price and dues to the Promoter as per terms and conditions of this agreement and take the possession of the said apartment within 15 days from the date of written intimation issued by the Promoter to the Allottee herein. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottee/s, as the case may be.

11.3. It shall be expressly agreed that wherever it is the responsibility of the allottee to apply and get necessary services the same shall not be undertaken by the promoter and the allottee shall be solely responsible for the same.

11.4. The Allottee/s shall on demand or before delivery of possession of the said premises keep **non-refundable deposit of Rs.200000/- plus 18% GST** with the Promoter, for formation and registration of the Society or Limited Company/Federation/ Apexbody, proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apexbody, deposit towards Water, Electric, and other utility and services connection charges, deposits of electrical receiving and Sub Station provided in Layout.

11.5. Failure of Allottee to take Possession of [Apartment/Plot]:

Upon receiving a written intimation from the Promoter as per clause 11.2, the Allottee/s shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails or commits delay in taking possession of said Apartment within the time provided in clause 11.2, such Allottee shall be liable for payment of maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoing in respect of the said apartment and the Promoter shall not be liable for the maintenance, wear and tear of the said apartment.

11.6. Possession by the Allottee After obtaining the occupancy certificate and handing over physical possession of the said Apartment to the Allottee/s, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottee/s or the competent authority, as the case may be, as per the local laws

11.7. Compensation - that the allottee has given his specific confirmation herein that the





responsibility of title of the said land be on the Developer up and until the conveyance of the said building/phase/wing and the said land thereunder.

11.8. Except for occurrence of the events stating herein above, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottee/s, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with the interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % percent per annum within 30 days including compensation in the manner as provided under the Act.

Provided that where if the Allottee does not intend to withdraw from the said Project, the Promoter shall pay the Allottee interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % ,on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession of the Apartment.

12. TIME IS ESSENCE

Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as per Payment Plan in clause 2.2 in this agreement.

13. TERMINATION OF AGREEMENT

13.1. Without prejudice to the right of promoter to charge interest in terms of sub no.5 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment reminders, the Promoter shall at his own option, may terminate this





Agreement:

Provided that, Promoter shall give notice of 15 days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the email address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any administrative expenses (i.e.10% of Consideration Value of the said apartment and brokerage charges if the said flat is purchased through the broker, which brokerage shall have been already paid by the Promoter to the broker for sale of the said Flat to the Allottee/s. and Stampduty/VAT/Service Tax, GST and all other taxes paid or payable on this agreement and/or the sale consideration and/or interest and/or otherwise.) or any other expenses incurred by the promoter for such unit as requested by the allottee or any other amount which may be payable to Promoter,) after the booking and receipt of equivalent payment of new prospective buyer towards this said apartment to the Promoter, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter and the Promoter herein shall be entitled to deal with the said apartment with any prospective buyer. Delay in issuance of any reminder/s or notices from the Promoter shall not be considered as waiver of Promoter absolute right to terminate this agreement.

13.2. For whatsoever reason if the Allottee/s herein, without any default or breach on his/her/their part, desire to terminate this agreement /transaction in respect of the said apartment then, the Allottee/s herein shall issue a prior written notice to the Promoter as to the intention of the Allottee/s and on such receipt of notice the Promoter herein shall be entitled to deal with the said apartment with prospective buyers. After receipt of such notice of intention to terminate this agreement the Promoter shall issue a 15 day's notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the Allottee/s shall be entitled to receive the refund of consideration, subject to the booking and receipt of equivalent payment of new prospective buyer towards this said apartment to the Promoter.

13.3. It is specifically agreed between the parties hereto that, if the transaction in respect of the said apartment between the Promoter and Allottee/s herein terminated as stated in subpara





13.1 and 13.2 herein above written then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee/s herein, in respect of the said apartment, shall stands automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.

14. DEFECT LIABILITY

If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, 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 Promoter, compensation for such defect in the manner as provided under the Act.

Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said apartment of phase/ wing and in specific the structure of the said unit/ wing/phase of the said building which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of wilful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc.

That it shall be the responsibility of the allottee to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage.

Further where the manufacturer warranty as shown by the developer to the allottee ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/ wing, and if the annual maintenance contracts are not done/renewed by the allottee/s the promoter shall not be responsible for any defects occurring due to the same.

That the project as a whole has been conceived, designed and constructed based on the





commitments and warranties given by the vendors/ manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the flats and the common project amenities wherever applicable.

That the allottee has been made aware and that the allottee expressly agrees that the regular wear and tear of the unit/ building/ phase/ wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/phase/ wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

15. FORMATION OF ORGANISATION OF APARTMENT HOLDERS

15.1. Considering the Promoter herein is carrying on the construction/development on the said land in phases as aforesaid and further to have the maintenance of building/s and common facilities more conveniently, there will be one **Super Homez - Gulmohar Cooperative Society** or as such may be formed by prevailing local laws as may be applicable to the said project, which the Promoter shall decide as suitable for the apartment holders in the said project which is under construction on the said land.

15.2. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member including the bye laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft byelaws, or the Memorandum and/or Articles of Association, as may be required by the Registrar





of Cooperative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The Promoter shall have right to form one or more societies for convenience.

15.3. The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

15.4. The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

15.5. In the event of any society/societies being formed and registered before the sale and disposal by the Promoters of all the premises, the powers and the authority of the society/societies or limited company or Condominium of Flat so formed or the Allottee/s and other holders of the premises shall be subject to the overall authority and control of the Promoters in respect of all the matters concerning the said building/s and in particular the Promoters shall have absolute authority and control as regards the unsold premises and the disposal thereof. PROVIDED AND ALWAYS the Allottee/s hereby agrees and confirms that in the event of the said society/societies and/or Limited Company or Condominium of Flat being formed earlier than the Promoters dealing with or disposing of the said building/s on the said property then and in that event any allottee or Allottee/s of premises from the Promoters shall be admitted to such co-operative society/societies, limited company of Condominium of Flat on being called upon by the Promoters without payment of any premium or any additional charges save and except Rs.500/- for the share money and Rs.100/- entrance fee and such allottee Allottee/s or transferee thereof shall not be discriminated or treated prejudicially by such co-operative society/societies, limited company or Condominium or Flat as the case may be. Further it is agreed that the society shall not demand any maintenance charges in respect of the unsold Flat/Shop/Garage/Parking space in the said building until the disposal of the said unsold premises.

16. CONVEYANCE OF THE SAID APARTMENT





The Promoter, on receipt of complete amount of the Price of the said Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the said unit not later than ___ years and with proportionate indivisible share in the Common Areas on dt/30/06/2028 to the society as may be formed all the right, title and interest of the promoter/original owner/lessor/ in the aliquot part of the said land i.e said project referred in Schedule I unless the above stated period is not clearly mentioned, it is otherwise agreed to by and between the parties hereto within 3 (three) months from the issuance of the occupancy certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorises the Promoter to withhold registration of the conveyance deed in is/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee.

17. PAYMENT OF TAXES, CESSSES, OUTGOINGS ETC

17.1. The Allottee/s herein is well aware that, the State Government of Maharashtra has imposed value added tax (VAT) on the agreed consideration, for the transaction for sale of apartment by the Promoter to the Allottee of the apartments under the Value Added Tax Act 2002 and as per the aforesaid act responsibility to pay the aforesaid tax from time to time and hence it is agreed between the parties hereto that, the Allottee/s herein shall bear and pay the aforesaid tax amount on or about execution of this present or as becomes applicable from time to time for this transaction, to the Promoter herein to enable the Promote to deposit / pay the same to the Government of Maharashtra.

17.2. The Allottee/s herein is well aware that, the Central Government of India has imposed service tax on construction cost and which construction cost is to be determined as provided under the aforesaid act out of the transaction for the sale of apartments by the Promoter to the Allottee/s and as per the aforesaid act responsibility to pay the aforesaid tax from time to time to the Central Government has been imposed on the Promoter and hence it is agreed between the parties hereto that, the Allottee/s herein shall bear and pay the aforesaid tax amount on every instalment of payment of consideration.

17.3. If at any time, after execution of this agreement, the service tax and Value Added Tax (VAT) ,GST etc is imposed/increased under respective statute by the central and state government respectively and further at any time before or after execution of this agreement any additional taxes/ duty/ charges/ premium/ cess/ surcharge etc., by whatever name called, is





levied or recovered or becomes payable under any statute/rule /regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, on the said apartment or this agreement or the transaction herein, shall exclusively be paid/borne by the Allottee/s. The Allottee/s hereby, always indemnifies the Promoter from all such levies, cost and consequences. Provided that the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

17.4. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s as stated and defined as attached herewith in Annexure G Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution which will be decided before the possession towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

17.5. Notwithstanding anything contents stated herein above, the liability to pay the aforesaid taxes, outgoings, other charges etc. will be always on Allottee/s of the said apartment and if for whatsoever reason respective Recovering Authority got recovered the same from the Promoter in such circumstances the Promoter herein shall be entitled to recover the same from the Allottee/s along with interests and Allottee/s herein shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee/s in writing. It is further specifically agreed that, aforesaid encumbrance shall be on said apartment being first encumbrance of the Promoter. The Allottee/s herein with due diligence has accepted the aforesaid condition.





17.6. That the allottees are made aware and expressly agree herein that where the project is out of water supply zone of the local authority and there is likely to be low water supply from the local authority and the allottee shall have to pay for the water charges either by tanker or any other form

18. DEPOSITS BY ALLOTTEE/S WITH THE PROMOTER

The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:

- (i) Rs. 600/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) Rs. 500/- for formation and registration of the Society or Limited Company / Federation / Apex body.
- (iii) Rs. 200/- for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body.

The Allottee/s shall pay to the Promoter a sum of Rs. Rs.1,300/- 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.

19. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

- a) The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- b) The Promoter has lawful rights and requisite approvals from the competent Authorities to





carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

c) The Promoters have availed a Construction Finance from ICICI Home Finance Company Limited (in short " ICICI HFC " and hereinafter for the sake of brevity referred to as" the Lending Company"). The Promoter has informed the Allottee/s that the project of construction of the Proposed Building on the said Land has been mortgaged by the Promoter in favour of ICICI Home Finance Company Limited and the transaction hereby contemplated is subject to the terms of the conditional No Objection Certificate (NOC) issued by ICICI HFC. The Allottee/s has / have perused the said NoC issued by ICICI HFC and has / have understood and accepted the terms and conditions thereof to the entire satisfaction of the Allottee/s.

d) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

e) All drawings, sale plans, other drawings are as given to the Promoter by the appointed Architect, Structural Consultants, other consultants, the developer has thus disclosed the same to the allottee and the allottee is aware that professional liability have been undertaken by them individually with the developer which shall prevail on these consultants individually or cumulatively if there is any loss/ harm is caused to the allottee and based on these said details of the drawings an the calculations and areas shown, the allottee has agreed to take the said unit.

f) All approvals, licenses and permits issued by the competent authorities with respect to the Project, and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

g) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

h) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of





Allottee under this Agreement;

i) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;

j) At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

k) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

l) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

m) The Promoter can erect and install and/or allow installation of Antenna/s boosters and other equipment lay cables from ground level to the level of the terrace above the topmost floor for facilitating relay of Cellular Communication, Radio, Pager services and Satellite and other Communications, provide cable network services for television and from the concerned local authority and the Promoters or the society or as the case may be.

n) The Promoters shall have right to amend the plan to shift the location of garden area, internal road, parking space as per their convenience and/or approval by the concern authority.

o) It is expressly and specifically agreed understood and confirmed by the Allottee/s that till the conveyance, lease or assignment or other vesting documents in respect of the said building/s or one or more of them together with the land appurtenant thereto is are executed and even after execution of such documents in favour of the society or limited company to be formed, registered, incorporated by the Allottee/s of Flat in the said building, the Promoters shall have full rights, power and absolute authority to deal with or dispose off the unsold Flats etc. which are in the name of the Promoters or their nominee to the discretion to which the Allottee/s herein and the other Allottee/s have no right or authority to object or challenge the same. On the Promoters intimating to the society or limited company, as the case may be the name or names, of the Allottee or the Allottees of such unsold Flats etc. the Society/limited company shall admit and accept such person/persons as their member/s and shareholder/s and issue transfer share





certificate in favour of such person/persons without charging/recovering any premium, fees, donation or any amount of whatsoever nature for such transfer.

p) The Promoters shall have absolute right to dispose off the stilt area and the common space in the said building and the Allottee/s shall not claim any right, title and interest in the said stilt and common space area.

q) The Allottee/s shall, at no time, demand partition of his/her/their interest in the said building and of the said property and/or the said Flat.

r) The Promoters may at their absolute discretion develop and construct a common underground and overhead water tank for supply of water to all the buildings or some or any of them in the said complex to be known and described as "**Super Homez-Gulmohar**".

s) The Promoters may at their absolute discretion may lay put up develop and construct common water mains, sewage and drainage lines or common waste water channelise the said outside the complex "**Super Homez-Gulmohar**".

t) The Promoters may at their absolute discretion put up and develop common facilities and amenities for the beneficial use and enjoyment of the buildings to be put up and constructed whether sanctioned for the time being or otherwise.

u) The Roads would be common to all the buildings in the said complex known as "**Super Homez-Gulmohar**" and the costs, charges, expenses for repairs, maintenance and resurfacing or redoing the same would be shared by the occupants of all the buildings in the said complex known as "**Super Homez-Gulmohar**".

v) The costs, charges, expenses for repairs and maintenance of the facilities and amenities for all the buildings in the said complex known as "**Super Homez-Gulmohar**" would be borne, shared, incurred and sustained by all the holders of tenements in the said complex known as "**Super Homez-Gulmohar**".

w) That electric bills for street lights and common reservoir water pump as well as for sewage treatment plant would be borne, incurred, and sustained by all the holders of the tenements in the buildings in the said complex known as "**Super Homez-Gulmohar**".

x) The Allottee/s shall be liable to pay the service tax, M Vat tax, Octroi & house tax of Vasai Virar Shahar Mahanagarpalika or any other tax, Cess, Labour welfare cess, if applicable on purchasing the Flat to be imposed by the Central and/or State Government or any other





Government body at his/her/their own cost and expenses at the time of booking of the flat.

20. COVENANTS AS TO USE OF SAID APARTMENT

The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows for the said Apartment and also the said project in which the said Apartment is situated.

a. To maintain the Apartment at the Allottee's on own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or byelaws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

b. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

c. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promote to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and byelaws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

d. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building





in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardi or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

e. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

f. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

g. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

h. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.

i. The Allottee shall not let, sublet, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

j. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Byelaws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.





k. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

l. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project or any part thereof to view and examine the state and condition thereof.

m. That the allottee shall indemnify and keep indemnifying the promoter towards against any actions, proceedings, cost, claims and demands in respect of any breach, nonobservance or non performance of such obligations given specifically herein to the allottee.

n. That any nominated surveyor/ architect appointed for specific purposes stated in this covenant the fees of which shall be mutually decided by and between the promoter and the allottee and the same shall be paid by the allottee as agreed mutually.

o. That nothing herein contained shall construe as entitling the allottee any right on any of the adjoining, neighbouring or the remaining buildings/ common areas etc of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the allottee to the developer in this regards.

p. That the parking spaces sold to each allottee shall be used only for the purposes of parking and that the said space is designed and made for use of parking. That this has been clearly made aware to the allottee and the same has been agreed by the allottee to follow.

q. The Allottee/s shall use the Flat/Shop or any part thereof or permit the same to be used only for purpose of residence/shop/godown for carrying on any industry or business.

r. The Allottee/s shall not decorate the exterior of the said premises otherwise than in a manner agreed to with the Promoters under this agreement.

s. The Allottee/s shall, at no time, demand partition of his/her/their interest in the said building and of the said property and/or the said Flat.

t. Until the execution of the conveyance in favour of the organization of the Allottees, the Promoters shall be entitled to put up hoarding/s on the said property or on the said building or buildings to be constructed on the said property and the said hoarding/s may be illuminated or





may comprise of neon signs and for the purpose, the Promoters are fully authorized to allow temporary or permanent construction or erections and installations either on the exterior of the said building or on the said property and the Allottee/s agree/s not to object or raise any dispute in respect of the same.

u. The Allottee specifically declares that it shall be the sole right, choice and authority of the Promoters to make alterations relocations etc. Of the RG area access road, parking space etc. in the said layout, at any time till completion of the development project by consuming all available FSI/TDR etc. of the said property.

v. It is agreed and understood that the terrace if attached to any Flat shall be exclusively used by the Allottee/s or such Flat and no other Allottee of Flat nor society shall have rights of any nature whatsoever over such terrace. The terrace over the top floor shall be used commonly by the Allottee/s of Flats only on the society or other organization being formed and registered.

w. The lift room and water tank shall be located on the terrace above the topmost floor of the said building; the said terrace is agreed to be left open to the sky for further and additional constructions thereon by the Promoters in future at any stage and/or time in terms of this clause. Neither the Allottee/s nor the said society nor its members will have any right to use or have any claim right title or interest of whatsoever nature in the said terrace, save and except for the purpose of inspection and maintenance of lift, lift room and water tanks, Recreation Space and Common Amenities.

x. The Shop Allottee/s shall not construct the Shed and/or close the Opla by fixing the Grills etc. on the Front side of the Shop.

y. The Allottee/s shall not construct the Shed on the windows and not put gamalas, show trees outside the windows as he/she/they can damage the colour or outside wall of the said building/s.

z. The development work of the building/township shall be carried out by the Promoters, in a sector wise, which is to be determined by the Promoters in its absolute discretion from time to time. The Allottee/s is aware that Promoters proposes to develop the said township by constructing several buildings (including this building) in accordance with the building plans and layout approved by the concerned authorities. The Allottee/s hereby gives his/her/their irrevocable consent to the Promoters, developing the said building/township in such sector wise as the Promoters/owners may determine even after the Promoters gives to the Allottee/s possession of the premises hereby agreed to be sold to the Allottee/s.

aa. The Promoters/owners may as require by the concerned authorities and/or in their absolute





discretion from time to time vary, amend and/or alter, the layout plan of the said township or the building plans in respect of the said buildings. The Promoters may also construct additional buildings and/or additional construction by way of extension of one or more buildings or floors to all the buildings to be constructed in the said township. If there is development of adjoining land by the developer or sister concern of the developer, then the land can be amalgamated or right of way through the existing underlying land can be given by the developer. The Allottee/s hereby irrevocably agrees and have given his/her/their express consent to the Promoters/owners carrying out variation to the layout plan/building plans and for construction of additional structure/floors/ buildings (even if not envisaged at present) in the said township as aforesaid.

bb. It is expressly agreed and the Allottee/s is aware that as a result of change in building plans of the said building in the said township and/or in the building plans of the other buildings, the share of the said premises and/or the Allottee/s in the said common areas and facilities may increase or decrease. The Allottee/s hereby irrevocably agrees to accept the said share as changed as aforesaid.

cc. The Conveyance in favour of such Co-operative Society/ Societies/Federal or Apex Co-operative Societies shall be executed only after the entire group housing scheme/township is fully developed by the Promoters/Owners as aforesaid.

dd. The Deed of Conveyance and other documents for transferring the right, title and interest of the said property being land appurtenant to the said buildings along with other buildings, as the case may be, shall be prepared by the Promoters/Owners Advocate and the same will contain such covenants and conditions as the said Advocate/Promoters/Owners shall think reasonable and necessary having regard to the development of said Township.

ee. The Promoters shall be entitled to alter the terms and conditions of the Agreement relating to the unsold premises in the said building of which the aforesaid premises form part hereafter or even after the said society is formed and the Allottee/s shall have no right to object to the same.

ff. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flats or of the said Plot and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.





gg. Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this agreement or any forbearance or giving of time to the Allottee/s by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this agreement by Allottee/s nor shall the same in any manner prejudice the right of the Promoters.

21. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such Flat.

22. 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 Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

In the event, the Allottee/s desire/s to cancel the allotment of said Flat for any reason whatsoever, then Promoter shall be entitled to forfeit the amounts equivalent to 10% (ten per cent) of the Sale Consideration and the Allottee/s shall not be entitled to such amount paid by him/her/them/it to the Promoter. The Allottee (s) shall also have to bear and pay to the Promoter, at the time of cancellation, the brokerage charges (if the said Flat/Shop is purchased through the broker) which brokerage shall have been already paid by the Promoter to the broker





for sale of the said Flat to the Allottee/s. The Promoter shall not be liable to refund Service Tax, VAT, GST and all other taxes paid or payable on this Agreement and/or on the Sale Consideration and/or interest and/or otherwise. It is agreed by and between the parties that all the amounts due and payable by the Allottee/s, as specified hereinabove, shall be deducted from the amount received by the Promoter from the Allottee (s) till the time of such cancellation. The Promoter shall return the balance amount from the Sale Consideration (if any) to the Allottee(s) within 30 (thirty) days from the date of such cancellation.

23. 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 Allottee/s in Project, the same shall be in proportion to the carpet area of the Flat to the total carpet area of all the Flat in the Project.

24. 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 the 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.

The Promoter have proposed EWS scheme as per clause no.7.7.1 of UDCPR and as specified in this clause the Promoter will sale only one tenements to a family. And the Allottee or his close relative or his family member will not purchase adjoining tenements of this project. The Promoter and the Allottee both undertake to adhere to this clause. The buyer undertakes that he will not conceal any facts with regards to the above clause.

25. NAME OF THE PROJECT/ BUILDING/S / WING/S

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein has decided to have the name of the Project "**Super Homez - Gulmohar**" and building will be denoted by letters or name "**Super**





Homez - Gulmohar” or as decided by the promoter and further erect or affix Promoter's name board at suitable places as decided by the Promoter herein on a building and at the entrances of the scheme. The Allottees/s in the said project/building/s or proposed organisation are not entitled to change the aforesaid project name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this Agreement.

26. ENTIRE AGREEMENT AND RIGHT TO AMEND

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment. This agreement may only be amended through written consent of the Parties

27. SEPARATE ACCOUNT FOR SUMS RECEIVED

The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s towards total price/consideration of the said apartment and as advance or deposit, sums received on account of the share capital for the formation of the Cooperative Society or a Company or any such legal entity/organisation that may be formed, towards the out goings, legal charges etc.

Provided that the Promoter shall be allowed to withdraw the sums received from the Allottee/s and utilise the same as contemplated and permitted under the said act and rules and regulations made thereunder.

28. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee hereby agrees to purchase the Apartment on the specific understanding that is/her right is to only to the use and unless specifically allotted/ given vides (limited) common areas/ facilities, the use of the Common Areas/amenities shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it and





performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time. That the list of things that would be covered under the maintenance head are clearly stated and which the allottee has expressly agreed to pay for (fully/ proportionately) and marked and attached as **Annexure G.**

29. MEASUREMENT OF THE CARPET AREA OF THE SAID APARTMENT

The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Architect of the project. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within fortyfive days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in clause 2 of this Agreement. That in such a case, the parties hereto agree that a nominated surveyor/architect as an expert be appointed mutually to take his expert opinion of measuring the said unit and submitting the said details.

30. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES

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 said project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

That the allottees agree that they shall not object to any easement rights that need to be given to any person in and around the said project and shall neither object to any such proceedings of land acquisition undertaken by a government agency including any compensation/ benefit given to the promoter in turn for which no conveyance has occurred to the ultimate body expressly





stated in this agreement and for which no consideration is specially dispensed by the allottee to the promoter for the same; save and except his right to enjoy and use the unit purchased by him and any other rights given by the developer to the allottee for which consideration has been dispensed.

31. REGISTRATION OF THIS AGREEMENT

The Promoter herein shall present this Agreement as well as the conveyance at the proper registration office for registration within the time limit prescribed by the Registration Act and the Allottee/s will attend such office and admit execution thereof, on receiving the written intimation from the Promoter.

32. PAYMENT OF STAMP DUTY, REGISTRATION FEE & LEGAL CHARGES

The Charges towards Stamp Duty and Registration fees of this Agreement shall be borne by the Promoter.

However in future the New Allottee/s shall be entitled to claim adjustment/set off of the stamp duty amount as per the provisions of Article 5G A9ii) of Schedule 1 of Bombay Stamp Act 1958.

The Allottee/s herein shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of all other agreements or any final conveyance deed which is to be executed by the Promoter in favour of Allottee/s or Association/Society i.e. organisation as may be formed in which the Allottee/s will be the member. The Allottee shall also pay to the Promoter a sum of Rs. _____ for meeting all legal costs, charges and expenses, including professional costs of the Attorney of 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 byelaws and the cost of preparing and engrossing the conveyance or assignment of lease.

33. WAIVER NOT A LIMITATION TO ENFORCE

33.1. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear





and so agreed by the Allottee 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 Allottees.

33.2. 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.

34. SEVERABILITY

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

35. PLACE OF EXECUTION

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

36. NOTICES

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

Mr. Mayur Manohar Rane, Age: 43, Occupation: Service, PAN No.: AQWPR5699E, Email





Id: ranemayur111@rediffmail.com, Address: Room No.201, Jesal Homes, Bldg No.1, Bolinj Naka, Chware Wadi, Virar West, Taluka- Vasai, District- Palghar,401303

Miss. Vanita Suresh Pednekar, Age: 36, Occupation: Service, PAN No.: BCAPP7380M, Email Id: vanita_anita@rediffmail.com, Address: Room No.201, Jesal Homes, Bldg No.1, Bolinj Naka, Chware Wadi, Virar West, Taluka- Vasai, District- Palghar,401303

M/s. Shree Govind Developers, Shop no 2, Shramsafalya Building, Opp Motiba Rice Mill, Veer Sawarkar Road, Virar East, Taluka Vasai, District Palghar, Pin code 401305. Notified Email ID: shreegovinddevelopers@gmail.com

It shall be the duty of the Allottee 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, as the case may be.

37. JOINT ALLOTTEES

That in case there are Joint Allottees, they shall be considered as joint and severable allottees for the purpose of these clauses in the agreement and 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.

38. 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.

39. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which





the same shall be settled through the adjudicating officer appointed under the Act.

LIST OF SCHEDULES

SCHEDULE I

Description of the Said Land

ALL THOSE pieces and parcels of N.A. land bearing Survey No. old 256 and new 43, Hissa no.3 admeasuring 2897.49 Square metres, lying being and situate at Village Agashi, Taluka Vasai, District Palghar, within the area of Sub-Registrar at Vasai I to VI.

SCHEDULE II

Description of the project/phase registered with the real estate regulatory authority under S.5 of the Real Estate (Regulation and Development) Act, 2016. (Applicable in case if the construction on the said land is in phases)

Real Estate Project named Super Homez-Gulmohar, Plot bearing Survey no 43, Hissa no 3 at Vasai Virar City (M Corp), Vasai, Palghar, 401301 bearing MahaRera Registration no. P99000051647.

SCHEDULE III

Description of the Apartment and the garage/closed parking (if applicable) along with boundaries in four directions.

Flat No. **712** having carpet area of **27.10** square metres, and exclusive terrace





area admeasuring **NA** square metres and balcony area admeasuring **0.00** square metres on floor **7th floor** in building '**Super Homez - Gulmohar**' ("**Building**") being constructed in the said project along with parking no. **NA** admeasuring **NA** square metres in the **NA** parking, constructed on N.A. land bearing old Survey No. 256 and new 43, Hissa no. 3 admeasuring 2897.49 Square metres, lying being and situate at Village Agashi, Taluka Vasai, District Palghar, within the area of Sub-Registrar at Vasai I to VI.

SCHEDULE IV

Specifications of the said apartment.

- Vitrified Tiles Flooring in Entire flat.
- Granite kitchen platform with stainless steel sink.
- Marble / Granite frames in each window.
- Full height glazed tiles in WC and bathroom.
- Distemper paint in all room.
- Concealed copper electric wiring with essential point.
- Concealed plumbing with premium quality sanitary ware.
- Decorative Main door.
- Modular kitchen trolley.

SCHEDULE V

Description of Common Amenities for the said project/phase

- Amenities on Terrace Area.



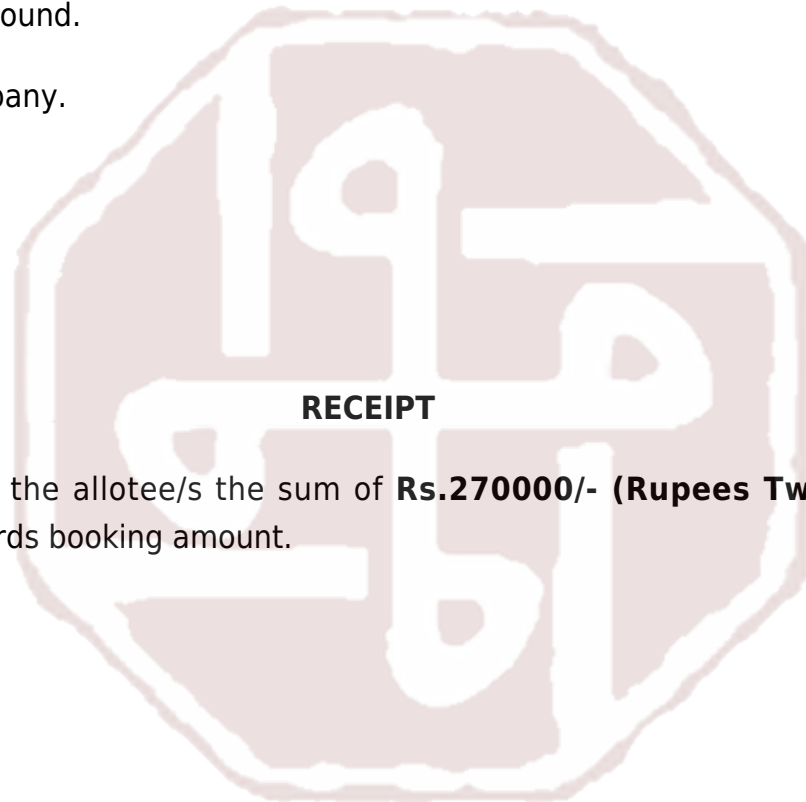


- Decorative entrance lobby for each wing.
- Fire fighting system.

SCHEDULE VI

Description of common areas and facilities/limited common areas and facilities

- Open Play Area On Ground.
- Lift of a reputed company.



Received of and from the allottee/s the sum of **Rs.270000/- (Rupees Two Lacs Seventy Thousand only)** towards booking amount.





Execution -Party Details

Sr.NO	Party Name and Address	Execution Date	Party Type	Photo
1	Organization/Developers : M/S Shree Govind Developers Through Anup Ashok Mehta , PAN No.: ACBFS0996C Age: 42, Address : Shop No. 2, Shram Safalya Building, Opposite Motiba Rice Mill, Veer Savarkar Road, Virar East, Vasai, Palghar, 401305,	Photo Captured on 2024-02-08 12:31:27 Biometric Captured on 2024-02-08 12:31:57	Seller/Executor	
2	Mayur Manohar Rane , PAN No.: AQWPR5699E Age: 43, Address : Room No.201, Jesal Homes, Bldg No.1, Bolinj Naka, Chware Wadi, Virar West, Taluka- Vasai, District- Palghar, Virar S.O Vasai Palghar MAHARASHTRA 401303	Photo Captured on 2024-02-08 12:19:27 Biometric Captured on 2024-02-08 12:19:59	Purchaser/Buyer/Executor	
3	Vanita Suresh Pednekar , PAN No.: BCAPP7380M Age: 36, Address : Room No.201, Jesal Homes, Bldg No.1, Bolinj Naka, Chware Wadi, Virar West, Taluka- Vasai, District- Palghar, Virar S.O Vasai Palghar MAHARASHTRA 401303	Photo Captured on 2024-02-08 12:20:30 Biometric Captured on 2024-02-08 12:21:11	Purchaser/Buyer/Executor	

Witness

Sr.NO	Identifier/Witness Name and Address	Photo
1	Jayant Gothal Virar West , Maharashtra	
2	Apurva Khatavkar Virar West , Maharashtra	

Reason: Executing the document
Location: Vasai,Mouje - Agashi- Vishes Niyojan Pradhikaran (Vasai Prabhav Kshetra)
Date: 08-02-2024 12:00:00





KALPANA S. MHATRE

1

B.A. LL.B.

ADVOCATE HIGH COURT, MUMBAI

Off: 203, Ali Plaza, Annasaheb Vartak Road, Virar (West),
Tal. Vasai, Dist. Palghar, Pin – 401 303.
Mobile No. 9970699728

Format – A

To,
Maharashtra Real Estate Regulatory
Authority, Mumbai.

Legal Title Report

SUB :- Title Clearance Certificate with respect to Non Agricultural land admeasuring **2897.49 square meters**, out of Survey No. 43 (old Survey No. 256), Hissa No. 3, admeasuring 3570 square meters, assessed at Rs.357.00 Paise, lying, being and situate at Village AGASHI, Taluka Vasai, District Palghar, within the area of Sub-Registrar at Vasai Nos. 1 to 6.

I have investigated the title of said land on the request of **Mr. Devendra Khemraj Jain**, the Partner of **M/s. Shree Govind Developers**, having its office at 2, Shram Safalya Building, Veer Savarkar Marg, near Motiba Rice Mill, Virar (East), Taluka Vasai, District Palghar, and following documents i.e. :-





1) DESCRIPTION OF THE PROPERTY :

Non Agricultural land admeasuring **2897.49 square meters**, out of Survey No. 43 (old Survey No. 256), Hissa No. 3, admeasuring 3570 square meters, assessed at Rs.357.00 Paise, lying, being and situate at Village AGASHI, Taluka Vasai, District Palghar, within the area of Sub-Registrar at Vasai Nos. 1 to 6.

The said land is bounded as under:-

On or towards East: Road.

On or towards West: Survey No. 43, Hissa No. 4.

On or towards South: Survey No. 43, Hissa No. 5 &7.

On or towards North: Road & Survey No. 43, Hissa No. 2.

2) THE DOCUMENTS OF LAND:-

a) Conveyance Deed dated 31/12/2011 registered under Serial No. 40/2012, on 03/01/2012, in the office of Sub-Registrar Vasai No. II (Virar).

b) Transfer Deed dated 30/04/2012, registered under Serial No. 4450-2012, dated 02/05/2012, in the office of Sub-Registrar at Vasai No. II (Virar).



KALPANA S. MHATRE



3
B.A. LL.B.
ADVOCATE HIGH COURT, MUMBAI

Off: 203, Ali Plaza, Annasaheb Vartak Road, Virar (West),
Tal. Vasai, Dist. Palghar, Pin - 401 303.
Mobile No. 9970699728

c) Conveyance Deed dated 22/12/2022 registered under Serial No. 21314/2022, dated 23/12/2022, in the office of Sub-Registrar Vasai No. II (Virar).

d) Revised Development Permission issued by Vasai Virar City Municipal Corporation bearing Ref.No.VVCMC/TP/RDP/VP-0735/605/2022-23, dated 31st March 2023.

3) 7/12 Extracts issued by Talathi Saza.

4) Search Report For 30 Years From Year-1991 till Year-2023 upto date annexed hereto.

On perusal of the above mentioned documents and all other relevant documents relating to title of the said Property I am of the opinion that the title M/s. **Shree Govind Developers**, is clear, marketable and without any encumbrances.

Owner of the land :-

M/s. **Shree Govind Developers** are the owners of Non Agricultural land admeasuring **2897.49 square meters**, out of Survey No. 43 (old Survey No. 256),






Hissa No. 3, admeasuring 3570 square meters, assessed at Rs.357.00 Paise, lying, being and situate at Village AGASHI, Taluka Vasai, District Palghar.

The Report reflecting the flow of the title of the (owner/promoter/developer/company) on the said land is enclosed herewith as annexure.

Encl: Annexure

Date: 05/05/2023


ADVOCATE
MRS. KALPANA S. MHATRE
B.A. LL.B.
ADVOCATE HIGH COURT, MUMBAI
Office : 203 Ali Plaza, Near Railway Phatak,
Vartak Road, Virar (West),
Tal. Vasai, Dist. Palghar.



ANNEXURE-B



महाराष्ट्र शासन

गाव नमुना सात (अधिकार अभिलेख पत्रक)

[महाराष्ट्र जमीन महाकूल अधिकार अभिलेख आणि नोंदवहा (नयार करणे व सुविधतीत देवणे) नियम, १९७१ यातील नियम ३,५,६ आणि ७]



14736920705

गाव :- आगाशी (943979)

तालुका :- वसई

जिल्हा :- पालघर

ULPIN : 14736920705

भूमापन क्रमांक व उपविभाग : 43/3

भू-धारणा पध्दती : भोगवटादार वर्ग - I

शेताचे स्थानिक नाव :

क्षेत्र, एकक व आकारणी	खाते क्र.	भोगवटादाराचे नाव	क्षेत्र	आकार	पो.ख.	फे.फा.	तुळ, खंड व इतर अधिकार
क्षेत्राचे एकक	आर.चौ.मी	1878				(19606)	तुळचे नाव व खंड
अकृषिक क्षेत्र	3015	वसई विहार शहर महात्मार पालिका	6.72.51	67.25		(19546)	इतर अधिकार
चिन शेती	35.70.00	3652	श्री.गाबिंद डेव्हलकर तर्फे भागीदार देवेंद्र खैरराज जैन	28.97.49	289.75	(19606)	अकृषिक वापर - वाणिज्य (गावाशाणा वाणिज्य) या, जिल्हाधिकारी ठाणे यांस कडील असेल क्र. महाकूल /क-1/८-9/एनएपी/आगाशी/वसई/एनआर-153/2011 दि. 10/01/2012 अन्वये 1 ते 23 अटी व शर्ती अधिन राहून (17422) इतर खारभूमी विकास योजना पुनः प्रकृत क्षेत्र (17708) [अकृषिक-व्यापार-उत्पत्ती-(गावाशाणा-वाणिज्य)](19546)]30 चौ.फी.ची 30 चौ.फी.ची रूंद-327.30 चौ.फी. 345.21 चौ.फी.सुद्धा-](19546) इतर रसायनासाठी अग्रक्षित क्षेत्र - 1) 20 चौ.फी.रूंद क्षेत्र - 327.30 चौ.मी व 2) 30 चौ.फी.रूंद क्षेत्र - 345.21 चौ.मी (19546) प्रलंबित प्रस्ताव : नाही. शेताच्या पत्रकार क्रमांक : 19606 व दिनांक : 20/02/2023
जुने पत्रकार क्र.	(6514) (6595) (9088) (11009) (12312) (16178) (16197) (17422) (17470) (17622) (18481) (18638) (19250) (19546)						सिमा आणि भूमापन विधे :

टीप :- या ७/१२ वरील गाव नमुना - १२ मधील पिकांचे एकूण क्षेत्र हे सबूतदरिनी गाव नमुना - ७ च्या एकूण क्षेत्राच्या मेळाले नाही. बाबावत संबंधितांनी पिकांच्या क्षेत्राची दुरुपती करून घ्यावी.

गाव नमुना वारा (पिकांची नोंदवही)

[महाराष्ट्र जमीन महाकूल अधिकार अभिलेख आणि नोंदवहा (नयार करणे व सुविधतीत देवणे) नियम, १९७१ यातील नियम २९]

गाव :- आगाशी (943979)

तालुका :- वसई

जिल्हा :- पालघर

भूमापन क्रमांक व उपविभाग : 43/3

पिकांमधील क्षेत्राचा तपशील								लागवडीसाठी उपलब्ध नसलेली जमीन		शेरा
वर्ष	हेगाव	खाता क्रमांक	पिकांचा प्रकार	पिकांचे नाव	जल सिंचित	अजल सिंचित	जल सिंचनाचे साधन	स्वरूप	क्षेत्र	
(१)	(२)	(३)	(४)	(५)	(६)	(७)	(८)	(९)	(१०)	(११)
					ह.आर. चौ.मी	ह.आर. चौ.मी			ह.आर. चौ.मी	
2019-20	सर्वांचे वर्षे							विनाशनी	35.7000	

टीप : * सदरची नोंद मोबाइल ॲप द्वारे घेणेत आलेली आहे

"या प्रमाणित प्रतिसादी फी म्हणून १५/- रुपये मिळाले."
दिनांक :- 23/02/2023
सांकेतिक क्रमांक :- 272100080272960000220231274

(नाव :- गुलाबचंद एमिंसिंग भोई)
तलाठी साक्षात :- आगाशी :- वसई जिल्हा :- पालघर
तलाठी राजा आगाशी-१
ता वसई, जि पालघर

https://mahaferfar1.enlightcloud.com/DDM/PgHtml712

2/23/2023





गाव नमुना ६
फेरफार नोंदवही (फेरफार पत्रक)
[महाराष्ट्र जमीन महमुल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यातील नियम १०]

गाव :- आगाशी

तालुका :- वसई

जिल्हा :- पालघर

नोंदीचा अनुक्रमांक	संपादन केलेल्या अधिकाराचे स्वरूप	परिणाम झालेले भुमापन व उपविभाग क्रमांक	अधिकार्याचे नाव , आद्याक्षरी व शेरा
19606	<p>फेरफाराचा प्रकार : अनौदणीकृत नोंदीचा प्रकार:- खरेदी माहिती मिळालेचा दिनांक:- 23/01/2023 फेरफाराचा दिनांक:- 23/01/2023</p> <p>लिहून देणार:- श्री. सुदेश प्रभाकर चौधरी रा. विरार ता. वसई (खाता क्रमांक - 1878) यांचे सव्हे क्रमांक 43/3 , विंगरशेती क्षेत्र - 28.9749 आर.चौ.मी पैकी विंगरशेती क्षेत्र - 28.9749 आर.चौ.मी हे त्यांनी</p> <p>लिहून घेणार : श्री. गोविंद डेव्हलपर्स तर्फे भागीदार देवेन्द्र खेमराज जैन रा. विरार ता. वसई (खाता क्रमांक :-3652) सव्हे क्रमांक 43/3 विंगरशेती क्षेत्र - 28.9749 आर.चौ.मी यांना</p> <p>प्र.सह.दुग्धम निबंधक वर्ग - 2 वसई क्र. 2 (विरार) जिल्हा पालघर यांचेकडील खरेदी दस्त क्रमांक 21314/2022 दिनांक 23/12/2022 प्रमाणे रक्कम रुपये 8 , 04 , 01 , 930/- अक्षरी र.रु.आठ कोटी चार लाख एक हजार नऊशे तीस मात्र घेऊन खरेदी दिली.सबब खरेदी घेणा-याचे नाव गाव नमुना नं. 7/12 वर दाखल केले.</p> <p>हितसंबंधितांना नोटीस बजावल्याचा दि. 02/02/2023 फेरफार नोंद निर्गतीचा दि. 20/02/2023</p> <p>(गुलाबचंद हरीसिंग भोई) तलाठी आगाशी साझा आगाशी ता. वसई जि. पालघर</p>	43/ 3(मंजूर) एकूण :- 1	<p>नमुन्यातील अर्ज पाहिला,नोटीस लागू, तक्रार आलेली नाही. सत्यप्रतिज्ञापत्र व प्र.सह.दुग्धम निबंधक वर्ग - 2 वसई क्र. 2 (विरार) जिल्हा पालघर यांचेकडील खरेदी दस्त क्रमांक 21314/2022 दिनांक 23/12/2022 पाहिला,विनेशेती जमीन आहे,सबब नोंद प्रमाणित.</p> <p>(मणीलाल आखात्या साबळे) मंडळ अधिकारी:- आगाशी ता.: वसई जि.: पालघर दि.: 20/02/2023</p>

"या प्रमाणित प्रतीसाठी फी म्हणून १५/- रुपये मिळाले."

दिनांक :- 20/02/2023

सांकेतिक क्रमांक :- 272100080272960000220233181

(नाव :- गुलाबचंद हरीसिंग भोई)
तलाठी साझा आगाशी ता. वसई जि. पालघर
ता वसई, जि पालघर



वाचले :-

१. श्री. अविनाश नाना वर्तक व इतर यांचे कु.मू. श्री. सुदेश पी. चौधरी रा.प्रभा बंगलो, विरार (प) ता.वसई जि. ठाणे यांचा अर्ज दिनांक ३०/९/२०११ व पुनश्च: अर्ज दिनांक १६/११/२०११
२. वसई-विरार शहर महानगरपालिकेने यांचेकडील पत्र क्र. VVCMC/TP/NA NOC/VP-०७३५/११३६ दि. २२/९/२०११
३. तहसिलदार वसई यांचेकडील पत्र क्र.मशा/कक्ष-१/टे-जमिनबाब/एसआर-१२५ दि.२५/१०/२०११
४. उप विभागीय अधिकारी भिवंडी विभाग भिवंडी यांचेकडील आदेश क्र.बीडी/कुव/ विप/ शेती/वसई/एसआर-११५/११ दि.२१/१०/२०११
४. १) उपजिल्हाधिकारी (भूसंपादन) लघूपाटबंधारे, तिसरा माळा, ठाणे यांचेकडील पत्र क्र. भूसं/ ल.पा./टे-१/एसआर-६२९९ दि. १०/११/२०११ २) भूमी संपादन विशेष अधिकारी (विशेष घटक) ठाणे यांचेकडील पत्र क्र. भूसविअ/नाहदा/१४८१ दि.४/११/२०११. ४) उपजिल्हाधिकारी (भूसंपादन) मेट्रो सेंटर-३, ठाणे यांचेकडील पत्र क्र.भूस/मे.से-३/ एसआर-९६१ दि.१७/१०/२०११ ५) उपजिल्हाधिकारी (भूसंपादन) उल्हास खोरे प्रकल्प, ठाणे यांनी त्यांचेकडील पत्र क्र भूसंपादन/टे.नं.१/सी-६४७९१ दि. १७/१०/२०११ ५) उपजिल्हाधिकारी (भूसंपादन) लघूपाटबंधारे, ठाणे, ५वा मजला यांनी त्यांचेकडील पत्र क्र.भूसंपादन/एसआर/वशी-६०३/टे-१/जा.क्र.२४६४/११ दि.२८/११/२०११ ६) उप विभागीय अधिकारी भिवंडी विभाग भिवंडी यांनी त्यांचेकडील पत्र क्र.बीडी/महसूल/टे-३/ भूसं/कावि-१२०२२ दि.५/१२/२०११
५. अर्जदार यांनी सादर केलेले हमीपत्र दिनांक २८/९/२०११
६. इकडील कार्यालयाने दिनांक १४/१०/२०११ रोजीचे 'महाराष्ट्र जनमुद्रा' व दिनांक २५/१०/२०११ रोजीचे ' आपला उपनगर' या वृत्तपत्रात प्रसिध्द केलेला जाहिरनामा

आदेश :-

ज्याअर्थी श्री. अविनाश नाना वर्तक व इतर यांचे कु.मू. श्री. सुदेश पी. चौधरी रा.प्रभा बंगलो, विरार (प) ता.वसई जि. ठाणे यांनी ठाणे जिल्हयातील वसई तालुक्यातील मौजे आगाशी येथील स.नं./हि नं ४३/३ (जुना स.नं.२५६/३) क्षेत्र ३५७०-०० चौ.मी. जागेचा रहिवास व वाणिज्य या बिगरशेतकी प्रयोजनार्थ वापर करण्याची परवानगी मिळण्याबाबत अर्ज केलेला आहे.

आणि ज्याअर्थी, प्रस्तावित जमीनीस बिनशेती परवानी देण्याच्या संदर्भात दिनांक ११/१०/२०११ रोजीचे दैनिक 'महाराष्ट्र जनमुद्रा' या वृत्तपत्रात तसेच दिनांक २५/१०/२०११ रोजीचे 'आपला उपनगर' या वृत्तपत्रात जाहीरनामा प्रसिध्द करणेत आला होता. सदर जाहीरनामा वृत्तपत्रात प्रसिध्द झाल्यापासून १५ दिवसांचे मुदतीत एकही तक्रार/ हरकत या कार्यालयास प्राप्त झाली नाही.

त्याअर्थी आता महाराष्ट्र जमीन महसूल अधिनियम १९६६ चे कलम ४४ अन्वये त्यांच्याकडे निहित करण्यांत आलेल्या अधिकारांचा वापर करुन उक्त जिल्हाधिकारी याद्वारे, १) हरीभाऊ नाना वर्तक २) अनंत नाना वर्तक ३) भालचंद्र नाना वर्तक ४) अविनाश नाना वर्तक ५) बनुबाई चितामण म्हात्रे ६) जितेंद्र मदन राऊत ७) निलीमा ज्ञानेश्वर म्हात्रे यांना ठाणे जिल्हयातील वसई तालुक्यातील मौजे-आगाशी येथील स.नं./हि नं ४३/३ (जुना स.नं.२५६/३) क्षेत्र ३५७०-०० चौ.मी, मधील एरिया अंडर ३०.०० आणि २०.०० मी. डी.पी. ६७२-५१ चौ.मी. वगळून उर्वरित क्षेत्र २८९७-४९६ चौ.मी. पंकी क्षेत्र २५०७-४९६ चौ.मी. रहिवास व क्षेत्र ३९०-०० चौ.मी. वाणिज्य या बिगर शेतकी प्रयोजनार्थ वापर करण्याबाबत पुढील शर्तीवर अनुज्ञा (परमीशन) देण्यांत येत असून वसई-विरार शहर महानगरपालिका यांचेकडील मंजूर नकाशाप्रमाणे बांधकाम अनुज्ञेय राहिल.



त्या शर्ती अशा:-

- १ ही परवानगी अधिनियम त्याखालील केलेले नियम यांना अधिन ठेवून देण्यांत आलेली आहे.
- २ अनुज्ञाग्राही व्यक्तीने (ग्रँटीने) अशा जमीनीचा वापर व त्यावरील इमारतीच्या आणि किंवा अन्य बांधकामाचा उपयोग उक्त जमीनी चा ज्या प्रयोजनार्थ उपयोग करण्यांस परवानगी देण्यांत आली असेल त्याच प्रयोजनार्थ केला पाहिजे. आणि त्याने अशी जमीन किंवा तिचा कोणताही भाग किंवा अशी इमारत यांचा इतर कोणत्याही प्रयोजनार्थ जिल्हाधिकारी ठाणे यांच्याकडून तशा अर्थाची आगाऊ लेखी परवानगी मिळविल्या इतर कोणताही वापर करता कामा नये. इमारतीच्या वापरावरून जमिनीचे उरविण्यांत येईल.
- ३ अशी परवानगी देणा-या प्राधिका-याकडून अशा भूखंडाची किंवा त्यांचे जे कोणतेही उपभूखंड करण्या बाबत मंजूरी मिळाली असेल त्या उपभूखंडाची आणखी पोट विभागणी करता कामा नये.
- ४ अनुज्ञाग्राही व्यक्तीने (अ) जिल्हाधिकारी व संबंधित नगरपालिका प्राधिकरण यांचे समाधान होईल अशा रीतीने अशा जमीनीत रस्ते, गटारे वगैरे बांधून आणि (ब) भूमापन विभागा कडून अशा भूखंडाची मोजणी व त्यांचे सीमांकन करून ती जमीन या आदेशाच्या तारखे पासून एक वर्षाच्या आंत मंजूर आराखड्या प्रमाणेच काटेकोरपणे विकसित केली पाहिजे. आणि अशा रीतीने ती जमीन विकसित केली जाई पर्यंत त्या जमीनीची कोणत्याही रीतीने विल्हेवाट लावता कामा नये.
- ५ अनुज्ञाग्राही व्यक्तीस असा भूखंड विकायचा असेल किंवा त्यांनी इतर प्रकारे विल्हेवाट लावायची असेल तर अशा अनुज्ञाग्राही व्यक्तीने तो भूखंड या आदेशात आणि सनदीमध्ये नमूद केलेल्या शर्तीचे पालन करूनच विकणे किंवा अशा शर्तीनुसारच त्याची अन्य प्रकारे विल्हेवाट लावणे आणि त्यांचे निष्पादित केलेल्या विलेखात तसा खास उल्लेख करणे हे त्यांचे कर्तव्य असेल.
- ६ या सोबत जोडलेल्या वसई-विरार शहरमहानगरपालिकेने मंजूर केलेल्या स्थळ आराखड्यात आणि किंवा इमारतीच्या नकाशात निर्दिष्ट केल्या प्रमाणेच जोते क्षेत्रावर बांधकाम करण्या विषयी ही परवानगी देण्यांत आलेली आहे. सदर भूखंडातील नकाशात दर्शविल्या प्रमाणेच उर्वरित क्षेत्र विना बांधकाम मोकळे सोडले पाहिजे.
- ६अ) प्रस्तावित बांधकाम हे वसई-विरार शहरमहानगरपालिका यांचे मंजूर नकाशात दर्शविलेल्या मजल्या पेशा जास्त मजल्याचे असू नये.
- ७ प्रस्तावित इमारत किंवा कोणतेही काम (असल्यास) त्यांच्या बांधकामास सुरुवात करण्यापुर्वी अनुज्ञाग्राही व्यक्तीने (ग्रँटीने) वसई-विरार शहरमहानगरपालिका यांची असे बांधकाम करण्या विषयाची आवश्यक ती परवानगी मिळविणे हे अशा व्यक्तीवर बंधनकारक असेल.
- ८ अनुज्ञाग्राही व्यक्तीने सोबत जोडलेल्या वसई-विरार शहरमहानगरपालिका मंजूर नकाशात दर्शविल्या प्रमाणे सीमांतिक मोकळे अंतर (ओपन मार्जीनल डिस्टेंसेस) सोडले पाहिजे.
- ९ या आदेशाच्या दिनांका पासून एक वर्षाच्या कालावधीत अनुज्ञाग्राही व्यक्तीने अशा जमीनीचा बिगर शेती प्रयोजनासाठी वापर करण्यास सुरुवात केली पाहिजे. मात्र वेळोवेळी असा कालावधी वाढविण्यांत आला असेल तर ती गोष्ट अलाहिदा. अनुज्ञाग्राही व्यक्तीने उपरोक्त प्रमाणे न केल्यास ही परवानगी आपोआप रद्द झाली असल्याचे समजण्यांत येईल.
- १० अनुज्ञाग्राही व्यक्तीने अशा जमीनीचे बिगर शेतकी प्रयोजनार्थ वापर करण्यांस ज्या दिनांका पासून सुरुवात केली असेल किंवा ज्या दिनांकास त्याने अशा जमीनीच्या वापरात बदल केला असेल तर तो दिनांक त्याने एक महिन्याच्या आंत तलाठ्या मार्फत वसई तहसिलदारांस कळविले पाहिजे. जर तो असे करण्यांस चुकेल तर महाराष्ट्र जमीन महसुल (जमीनीच्या वापरातील बदल व बिगरशेतकी आकारणी) नियम १९६९ मधील नियम ६ अन्वये त्याच्यावर कार्यवाही करण्यांस असा अनुज्ञाग्राही पात्र ठरेल.

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११. अशा जमीनीचा त्या प्रयोजनार्थ वापर करण्यास अनुज्ञाग्राहीस परवानगी देण्यांत आली असेल त्या प्रयोजनार्थ वापर करण्यास प्रारंभ करण्याच्या दिनांका पासून सदर अनुज्ञाग्राहीने त्या जमीनीच्या संबंधात दर चौ. मी. मागे रुपये १-७४-४ या दराने बिगर शेतकी आकारणी दिली पाहिजे. किंवा परवानगीच्या तारखेच्या पूर्वलक्षी प्रभावाने अथवा त्यानंतर अंमलात येणारे बिनशेती आकार देणे बंधनकारक राहिल. अशा जमीनीच्या वापरात कोणत्याही प्रकारचा बदल करण्यांत आला तर त्याप्रसंगी निराळ्या दराने बिगरशेतकी आकारणीच्या हमीची मुदत अजून समाप्त व्हावयाची आहे ही गोष्ट विचारात घेण्यांत येणार नाही.
१२. प्रस्तावित जमीनीची अतितातडीची मोजणी फी रक्कम रुपये १५,०००/- (अक्षर पंधरा हजार मात्र) चलन क्र.१०/२०१२ (भारतीय स्टेट बँक चलन क्र. १०/१/२०१२ अन्वये शासन जमा केली आहे.
१३. भूमापन विभागाकडून जमीनीची मोजणी करण्यांत आल्या नंतर अशा जमीनीचे जितके क्षेत्रफळ आढळून येईल तितक्या क्षेत्रफळानुसार या आदेशात आणि सनदीमध्ये नमूद केलेले क्षेत्र तसेच बिगरशेतकी आकारणी यांत बदल करण्यांत येईल.
१४. सदर जमीनीच्या बिगरशेतकी वापरास प्रारंभ केल्याच्या दिनांका पासून दोन वर्षांच्या कालावधीत अनुज्ञाग्राहीने अशा जमीनीवर आवश्यक ती इमारत बांधली पाहिजे. अन्यथा सदरहू आदेश रद्द समजण्यांत येईल. व अनुज्ञाग्राही यांना अकृषिक परवानगीसाठी नव्याने अर्ज सादर करावा लागेल.
१५. पुर्वीच मंजूर केलेल्या नकाशावरहुकुम अगोदरच बांधलेल्या इमारतीत अनुज्ञाग्राहीने कोणतीही भर घालता कामा नये किंवा ती मध्ये कोणताही फेरबदल करता कामा नये. मात्र अशी भर घालण्यासाठी किंवा फेरबदल करण्यासाठी जिल्हाधिका-यांची परवानगी घेतली असेल आणि अशा भरिचे किंवा फेरबदलाचे नकाशे मंजूर करून घेतले असतील तर ती गोष्ट वेगळी.
१६. अनुज्ञाग्राही व्यक्तीने आजुबाजुच्या परिसरांत अस्वच्छता व घाण निर्माण होणार नाही अशा रीतीने आपल्या स्वतःच्या खर्चाने आपली पाणीपुरवठ्याची व सांडपाण्याचा निचरा करण्याची व्यवस्था केली पाहिजे.
१७. जमीनीच्या बिगरशेतकी वापरास प्रारंभ केल्याच्या दिनांका पासून एक महिन्याच्या कालावधीत अनुज्ञाग्राही व्यक्तीने महाराष्ट्र जमीन महसुल (जमीनीच्या वापरात बदल व बिगरशेतकी आकारणी) नियम १९६९ यातील अनुसूची पाच मध्ये दिलेल्या नमुन्यात एक सनद करून देऊन तीत या आदेशातील सर्व शर्ती समाविष्ट करणे त्यास बंधनकारक असेल.
- १८अ या आदेशात आणि सनदी मध्ये नमूद केलेल्या शर्तीपैकी कोणत्याही शर्तीचे अनुज्ञाग्राही व्यक्तीने उल्लंघन केल्यास उक्त अधिनियमाच्या उपबंधान्वये असा अनुज्ञाग्राही ज्या कोणत्याही शास्तीस पात्र ठरेल त्या शास्तीस बाधा न येऊ देता ठाण्याच्या जिल्हाधिका-यास तो निर्दिष्ट करेल असा दंड आणि आकारणी भरल्यानंतर उक्त जमीन किंवा भूखंड अर्जदाराच्या ताब्यात राहू देण्याचा अधिकार असेल.
- १८ब वरील खंड अ) मध्ये काहीही अंतर्भूत असले तरीही या परवानगीच्या तरतूदीविरुद्ध जाऊन कोणतीही इमारत किंवा बांधकाम उभे करण्यांत आले असेल किंवा तरतूदी विरुद्ध या इमारतीच्या किंवा बांधकामाचा वापर करण्यांत आला असेल तर विनिर्दिष्ट मुदतीच्या आंत अशा रीतीने उभारलेली इमारत काढून टाकण्या विषयी किंवा तीत फेरबदल करण्याविषयी ठाण्याच्या जिल्हाधिका-याने निर्देश देणे विधी संमत असेल. तसेच ठाण्याच्या जिल्हाधिका-याला अशी इमारत किंवा बांधकाम काढून टाकण्याचे किंवा तीत फेरदल करण्याचे काम करवून घेण्याचा किंवा त्या प्रीत्यर्थ आलेला खर्च अनुज्ञाग्राही व्यक्तीकडून जमीन महसुलाची थकबाकी म्हणून वसूल करून घेण्याचा अधिकार असेल.
१९. दिलेली ही परवानगी मुंबई कुळवहिवाट व शेतजमीन अधिनियम १९४८, महाराष्ट्र ग्रामपंचायत अधिनियम आणि नगरपालिका अधिनियम इ.सारख्या त्या वेळी अंमलात असलेल्या इतर कोणत्याही कायद्याचे कोणतेही उपबंध प्रकरणाच्या अन्य संबंधीत बाबींच्या बाबतीत लागू होतील. त्या उपबंधाच्या अधिन असेल.



- २० प्रस्तावित जमिनीच्या बिगरशेतकी आकारणीच्या पाचपट रक्कम रु. ३७,९३४/- (अक्षरी रु.सदोतीस हजार नऊशे चौतीस मात्र) रुपांतरीत कर (कन्व्हर्शन टॅक्स) म्हणून चलन क्र.१३/२०१२ (भारतीय स्टेट बँक चलन क्र ६५२) दिनांक १०/१/२०१२ अन्वये सरकार जमा केली आहे.
- २१ अनुज्ञाग्राही यांनी वसई-विरार शहरमहानगरपालिका यांचे कडील मंजूर नकाशाबरहुकुमच बांधकाम केले पाहिजे. त्यात सिडको व महसुल खात्याचे पूर्व परवानगी शिवाय कोणताही बदल करता येणार नाही.
- २२ अनुज्ञाग्राही यांनी वसई-विरार शहरमहानगरपालिका यांचेकडील बांधकाम व्यतिरिक्त जादा बांधकाम केल्यास अगर बांधकामा मध्ये बदल करून जादा निदेशांक वापरल्यास अनुज्ञाग्राही हे महाराष्ट्र प्रादेशिक नगररचना अधिनियम कलम ५२ अन्वये फौजदारी स्वरुपाचा गुन्हा दाखल करण्यास पात्र रहातील व असे जादा बांधकाम दूर करण्यास पात्र राहिल.
२३. अनौपचारिक संदर्भाने तहसिलदार (रेतीगट) ठाणे यांचेकडील पत्र क्रमांक रेतीगट/गौख/ टे-५/कावि- ५२२/२०११ दिनांक १०/१/२०११ अन्वये जोता क्षेत्रावर होणारे गौण खनिज उत्खनन ५१२ ब्रास वर होणारे स्वामीत्व धनाची रक्कम रु.१,०२,४००/- (अक्षरी रु. एक लाख दोन हजार चारशे पंचवीस मात्र) चलन क्र. ५२२/११ (भारतीय स्टेट बँक शाखा ठाणे चलन क्र९४६) दिनांक १०/१/२०१२ अन्वये भरणा केले आहेत.
२४. वसई-विरार शहरमहानगरपालिका यांचे दिनांक २२/९/२०११ चे परवानगी मधील सर्व शर्ती अनुज्ञाग्राही यांचेवर बंधनकारक राहतील.

सही/-

(ए. एल जन्हाड)

जिल्हाधिकारी ठाणे.

प्रति,

श्री. अविनाश नाना धर्तक व इतर यांचे

कु.मू. श्री. सुदेश पी. चौधरी

रा.प्रभा बंगलो, विरार (प) ता.वसई जि. ठाणे

आदेश निर्गमित केले



जिल्हाधिकारी ठाणे करिता

ANNEXURE-C1

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



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

फॅक्स : ०२५० - २५२५१०७

ई-मेल : vasavirarcorporation@yahoo.com

जावक क्र. : व.वि.श.म.

दिनांक :



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VVMC/TP/RDP/VP-0735/ 605/2022-23

To,

1. M/s.Shree Govind Developers
Through Partner
Shri.Devendra Khemraj Jain
2, Shram Safalya Building,
Opp. Motiba Rice Mill,
Virar East.
Tal: Vasai,Dist: PALGHAR
2. We Design
Architectural Consultants,
The Discovery Building No.5
Office No-58,Opp.Oberoi Sky City,
Dattapada Road,Boriwali(E)
Mumbai-400066

Sub: Revised Development Permission for proposed Residential with Shopline Building on land bearing S.No.43,H.No.3 of Village: Agashi, Tal: Vasai, Dist Palghar.

Ref:

1. Commencement Certificate No. VVMC/TP/CC/VP-0735/158/2021-2022 dtd. 04/08/2021.
2. Senior Police Inspector, Virar Police Station letter dated 25/07/2022.
3. District Court case No. 13/2022 order dated 12/11/2022.
4. Vasai Court Special Civil Suit case No. 11/2022 order dated 19/12/2022.
5. Your Architect letter dated 1/03/2023.

Sir/ Madam,

The Development Plan of Vasai Virar Sub Region is sanctioned by Government of Maharashtra vide Notification no TPS-1205/1548/CR-234/2005/UD-12 dated 09/02/2007. Keeping 113 EPS in pending. Further 5 EPS were approved vide Notification No. TPS-1208/1917/CR-89/09/UD-12 dtd. 13/03/2009, 31 EPS were approved vided Notification No.TPS-1208/1917/CR-89/09/UD-12 dtd 19/09/2009, Notification No. TPS-1208/1917/CR-89/08/UD-12 dtd 05/10/2009, 11 EPS were approved vide Notification No.TPS-1209/1917/CR-89/09 UD-12 dtd. 4th April 2012, 1 EP was approved vide notification no.TPS-1214/975/CR-77/14/UD-12 dtd. 16th August 2014 and 64 EPs were approved vide notification no. TPS-1214/975/CR-77/14/UD-12 dtd. 27th February 2015. Govt. entrusted Planning Authority functions for respective jurisdiction of Vasai-Virar City Municipal Corporation vide notification no. TPS-1209/2429/CR-262/2010/UD-12 dtd. 07/07/2010. Further Vasai Virar City Municipal Corporation is appointed by Govt.of Maharashtra as SPA for 21 villages Arnala, Arnala Killa, Patilpada, Mulkam, Tembi, Kolhapur, Chandrapada, Tokri, Khairpada, Vasalai, Rangao, Doliv, Khardi, Khochiwada, Pali, Tivri, Octane, Tarkhad, Maljipada, Satpala & Kalamb, notification no. TPS-1214/UOR-54/CR-17/15/UD-12 dtd. The 21st February 2015. The Development permission is granted on the basis of unified Development Control and promotion Regulations which was published as per Govt. notification no. TPS-1818/CR-236/18/SEC 37 (1AA)/UD-13 dtd.2nd December 2020. In the capacity of as Planning Authority/Planning Authority for respective jurisdiction and SPA for 21 villages VVMC is functioning as per MRTP Act 1966. The details of permission are as under:

The drawing shall be read with the layout plan approved along with this letter and conditions mentioned in the letter No. VVMC/TP/CC/VP-0735/158/2021-2022 dtd. 04/08/2021. The details of the layout is given below:

1	Name of Assessee owner / P.A. Holder	M/s. Shree Govind Developers Through Partner Shri.Devendra Khemraj Jain
2	Location	Agashi

.....1.....



VVCMC/TP/RDP/VP-0735/605/2022-23

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3	Land use (Predominant)	Residential with Shopline
4	Gross Plot area (As Per 7/12)	3570.00 sq.mt
5	Area under 20.00mt /30.00 mts DP road widening Area	672.51 sq.mt
6	Balance Plot Area	2897.49 sq.mt
7	Net Plot Area	2897.49 sq.mt
8	Basic F.S.I	3187.24 sq.mt
9	Permissible Max .Premium	6783.00 sq.mt
10	Total Entitlement Area (8+9)	9970.24 sq.mt
11	Permissible Ancillary area FSI of commercial 80% of 317.61 sq.mt	254.08 sq.mt
12	Permissible Ancillary area FSI of Residential 60% of (9970.24-317.61X0.60)	5791.58 sq.mt
13	Total Permissible Area Including Ancillary (10+11+12)	16015.90 sq.mt
14	Proposed P-Line Area	15997.89 sq.mt

The commencement certificate shall remain valid for a period of one year for the particular building under reference from the date of its issue (As per Section 44 of MR & TP Act, 1966 and Clause 2.7.1 of UDCPR 2020)

Please find enclosed herewith the approved Revised Development Permission for proposed Residential with Shopline Building on land bearing S.No.43,H.No.3 of Village: Agashi, Tal: Vasai, Dist Palghar. as per the following details:-

Sr. No.	Predominant Building	No of Bldg	No. of Floors	No. of Shops/ Office	No. of flats	Built Up Area (P-Line) (In sq. mt.)	Remark
1	Residential with shopline bldg	1	Gr/stilt +18 pt	6 Shops/ 4 Office	346	15997.89 sq.mt	Now Amended

The revised plan duly approved herewith supersedes all the earlier approved plans. The conditions of Commencement Certificate granted vide VVCMC office letter No. VVCMC/TP/CC/VP-0735/158/2021-2022 dtd. 04/08/2021 stands applicable to this approval of amended plans along with the following conditions:

- 1) This revised plan is valid for one year from the date of issue of commencement certificate for each building distinctively. The revalidation shall be obtained as per section 48 of MRTP Act, distinctively for each building.
- 2) The Occupancy Certificate for the buildings will be issued only after provision of potable water is made available to each occupant.
Notwithstanding anything contained in the commencement certificate condition it shall be lawful to the planning authority to direct the removal or alteration of any structures erected or use contrary to the provisions of this grant within the specific time.
- 4) The commencement certificate shall remain valid for a period of one year for the particular building under reference from the date of its issue (Clause 2.7.1 of Unified Development Control and Promotion Regulations-2020).
- 5) You shall submit detailed proposal in consultation with Engineering Department, Municipal Corporation for rain water harvesting and solid waste disposal to treat dry and organic waste separately by design department.
- 6) You shall construct the compound wall /Retaining as per site condition which will be design & supervised by certified structural engineer before Plinth Completion Certificate.

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



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

फॅक्स : ०२५० - २५२५१०७

ई-मेल : vasaivirarcorporation@yahoo.com

जावक क्र.: व.वि.श.म.

दिनांक :



VVCMC/TP/RDP/VP-0735/ **605/2022-23**

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- 7) You shall provide the Rain Water Harvesting systems as per Govt. notification No.TBA-432001/2133/CR-230/01/UD-11 dtd. 10/03/2005 & TPB-4307/396/CR-24/2007/UD-11 dtd. 06/06/2007 by appointing the Rain Water Consultants empanelled by VVCMC. Occupancy Certificate shall be granted after certification of Rain Water Harvesting systems by said empanelled consultant of VVCMC.
- 8) You have to fix a board of public notice regarding unauthorized covering of marginal open spaces before applying for occupancy certificate of next building as per the format finalized by Municipal Corporation.
- 9) You shall transport all the construction material in a good transport system and the material shall not be stacked in unhygienic / polluting condition/on road without permission of VVCMC.
- 10) You shall see that water shall not be stored to lead to unhygienic conditions like mosquito breeding/disease prone conditions.
- 11) You shall provide drainage, sewerage, water storage systems strictly to the satisfaction of Vasai-Virar City Municipal Corporation. Else occupancy certificate shall not be granted to you, which may please be noted.
- 12) You shall develop the access road to the satisfaction of Vasai-Virar City Municipal Corporation as per the width as shown in the approved plan (D.P. Road/ access obtained as the case may be) before applying for Plinth Completion Certificate. You shall give detailed engineering report comprising reclamation level to be maintained, Storm Water drainage systems, sewerage systems and water supply (tank sizes etc) before applying for Plinth Completion Certificate.
- 13) You shall construct cupboard if any, as per UDCPR Regulation.
- 14) You shall provide Mosquito proof treatment in order to avoid Mosquito breeding to the satisfaction of VVCMC. Occupancy Certificate will not be granted if Mosquito treatment is not provided by providing Dr. Major Covells system of Mosquito proofing to control Malaria to the satisfaction of VVCMC.
- 15) You shall provide two distinct pipelines for potable and for non-potable water.
- 16) You shall provide the Rain Water Harvesting systems as per Govt. notification No.TBA-432001/2133/CR-230/01/UD-11 dtd. 10/03/2005 & TPB-4307/396/CR-24/2007/UD-11 dtd. 06/06/2007 by appointing the Rain Water Consultants empanelled by VVCMC. Occupancy Certificate shall be granted after certification of Rain Water Harvesting systems by said empanelled consultant of VVCMC.
- 17) You shall construct the compound wall /Retaining as per site condition which will be design & supervised by certified structural engineer before Plinth Completion Certificate.
- 18) You shall submit subsoil investigation report for structural stability & Rain water harvesting purpose before Plinth completion Certificate.
- 19) You are responsible for the disputes that may arise due to Title/ Access matter. Vasai-Virar City Municipal Corporation is not responsible for any such disputes.
- 20) You shall provide flush tanks in all W.C/Toilets with dual valve system.
- 21) You shall do structural Audit for the buildings under reference after 30 years of completion as per Government of Maharashtra Act No.6 of 2009.
- 22) You shall plant the plants by taking the sapling/Plants available with Vasai Virar City Municipal Corporation. You shall contact DMC, Vasai-Virar City Municipal Corporation and shall plant the same as will be directed by DMC, VVCMC under intimation to this office.



.....3.....



VVCMC/TP/RDP/VP-0735/605/2022-23

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- 23) You are responsible for obtaining various permissions from other authorities subsequent to grant of permission like revised N.A order, PWD NOC, NOC from Highway Authority, NOC from Railway, NOC from MSEB, NOC from Eco Sensitive Zone, TWLS, MOEF, CRZ/wetlands etc., as may be applicable and N.A TILR as required as per N.A order and other applicable compliances. If any of the compliances as per other Dept/Acts/ requirements are not done, only you shall face the consequence arising out of such lapse from your side and VVCMC is not responsible for the lapses from your side.
- 24) You are responsible for complying with all conditions of N.A. order/sale permission / other permissions of other authorities including MOEF/CRZ/wetlands, TWLS etc. In case of any violation with reference to conditions of N.A. order / permissions of other Authorities, only you shall be responsible for the said violation and the same may call for actions by Concerned Authority as per their statutory provisions. Vasai Virar City Municipal Corporation has no role in the said matters. However, if any conditions pertaining to validity of said orders are not complied like validity of N.A. order etc. Only you are liable for any actions as may be contemplated by the said authority notwithstanding the permission granted by VVCMC as the same need to be ensured by Concerned Authority.
- 25) You shall take all precautionary measures as per various statutory provisions including provisions as contained in National Building code of India in order to avoid injury/loss to lives and property during construction and till the property is handed over to the subsequent legitimate owner of the property. If any such incident occurs you are responsible for the same and VVCMC is not responsible for your negligence, in providing various precautionary measures to avoid accidents leading to loss of life, injury or loss of property
- 26) The responsibility of obtaining any other statutory NOC as per other acts shall be with the applicant.
- 27) You are responsible for the disposal of Construction & Demolition Waste (debris) that may be generated during the demolition of existing structure & during the execution work of buildings.
- 28) You shall provide separate dust bins per wing of buildings for Dry & Wet waste & Composting unit as per MSW rules 2016 prior to Occupancy Certificate.
- 29) You shall abide by all conditions mentioned in MSW rules 2016 and guidelines/order about Solid Waste Management which needs to be implemented in your proposal from time to time as instructed by this office as per Swacch Bharat Mission and guidelines from VVCMC and State/Central Govt. You shall submit compliance report regarding the above before approaching this office for grant of Occupancy Certificate.
- 30) VVCMC has asked IIT-Bombay and NEERI to prepare Comprehensive flood management plan by reviewing current development plan and past studies. The applicant shall have to adhere and do the necessary implementation as per recommendations of IIT Bombay and NEERI for flood management of Vasai Virar Sub region affecting for your layout.
- 31) You shall provide temporary toilet Blocks at site for labours/ Workers for the ongoing construction activity. The temporary constructed toilets blocks shall be demolished before final Occupancy Certificate.
- 32) You will be liable to pay any charges/areas with applicable interest for your proposal as and directed by VVCMC/any other competent authority.
- 33) You shall provide Grey Water recycling plant for said layout, if applicable.

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



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

फॅक्स : ०२५० - २५२५१०७

ई-मेल : vasaivirarcorporation@yahoo.com

जाबक क्र.: व.वि.श.म.

दिनांक :



VVCMC/TP/RDP/VP-0735/ 605/2022-23

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- 34) You shall provide Solar Assisted water heating SWH system to said layout.
- 35) Fire infrastructure charges to be paid as per guidelines from Govt. of Maharashtra.
- 36) A police Compliant was initiated by M/s. Govind Developers against land dispute and building permission granted by VVCMC as per the letter dated 25/07/2022. The case was disposed off stating that there is no discrepancy in building permission granted by VVCMC.
- 37) A court case was initiated as Civil M.A. No. 13/2022 and as per order dated 12/11/2022 , The applicant and the respondent appeared in the court and vide Exh. 34 and thereby stated that the matter is amicably settled between them as per the consent terms. As the matter is amicably settled between the parties to this application, therefore the application is disposed of in Lok Nyayalaya.
- 38) As per the order of special Civil Suit No.11/2022 dated 19/12/2022 the Suit is disposed of as withdrawn.
- 39) Provisional Tree Noc to be submitted within 1 month or before commencement of work which ever is earlier if not the said order stand cancelled without giving opportunity to be heard.
- 40) Provisional Fire Noc to be submitted within 3 months or before commencement of work which ever is earlier if not the said order stand cancelled without giving opportunity to be heard.
- 41) NOC from Kharbhoomi Authority is to be submitted within 1 months or before commencement whichever earlier if not the said order stand cancelled without giving opportunity to be heard.
- 42) You shall be legally responsible for taking care of provisions of RERA in respect of present amendment where third party rights are created by way of registered agreement for sale or lease of apartment by taking consent from interested party or persons. Any disputes that may arise due to violation of said provisions Vasai Virar City Municipal Corporation is not responsible for such disputes.
- 43) You should provide lightening resistant system and produce the Certificate from Licensed agency for each building at the time of Occupancy Certificate.
- 44) If any legal matter arises at any Civil/Criminal courts or in Hon'ble High Court, any revenue/co-operative court or with any Govt. Authority like Police, NCILT, ED, etc., the said permission stand cancelled without giving prior notice or opportunity being heard.
- 45) The balance labour cess charges are to be deposited on prescribed due dates, if not the said permission stand cancelled without giving prior notice or opportunity being heard even on natural justice.
- 46) Any breach of conditions mentioned above the said permission stand cancelled without giving any opportunity to be heard.



Encl.: a/a.
c.c. to:

1. Asst. Commissioner, UCD,
Vasai-Virar city Municipal Corporation.
Ward office

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Commissioner

Vasai Virar City Municipal Corporation



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



[Signature]
Deputy Director,
VVCMC, Virar.

.....5.....



ANNEXURE-C2
ANNEXURE-C2A
ANNEXURE-C3
ANNEXURE-D

STAMP OF APPROVALS FOR LAYOUT		V.P. No. 15
<p>The amended plan duly approved herewith Supercedes all the earlier approved plans</p> <p>THIS PLAN SHALL NOT BE CONSIDERED AS A PROOF OF OWNERSHIP FOR ANY DISPUTES IN ANY COURT ON LAW</p>		 SHEET: 1/8
		<div style="border: 1px solid black; padding: 5px;"> <p>Approved as amended In Subject to the Conditions mentioned in this Office Letter No. VVCMC/TP/AMEND/..... VPI/ 0735/ 605/ 2022-23 Dated : 31/03/2023</p> <p style="text-align: center;"><i>bd/-</i> COMMISSIONER VASAI-VIRAR CITY MUNICIPAL CORPORATION Virar (East), Pin No. 401 305, Dist. Palghar.</p> </div> <p>Certified that the above permission is issued by Commissioner VVCMC, Virar.</p> <p style="text-align: center;"><i>[Signature]</i> Deputy Director, VVCMC, Virar.</p>

PROFORMA 'II'		
NAME OF THE APPLICANT		SIGN OF APPLICANT
M/S SHREE GOVIND DEVELOPERS, THROUGH PARTNER-SHRI DEVENDRA KHEMRAJ JAIN.		<i>[Signature]</i>
DESCRIPTION OF PROPOSAL & PROPERTY		
PROPOSED RESIDENTIAL WITH SHOPLINE BLDG ON S.No. 43, H.No.3 OF VILLAGE AGASHI, TALUKA: VASAI, DIST PALGHAR.		
NAME, ADD. & SIGN. OF CONSULTING ARCHITECT		
We Design Architectural Consultants The Discovery, Bldg No. 5, Office No. 58, Opp. Oberoi Skycity, Dattapada Road, Borivali (E), Mumbai 400066 E-Mail :- we.designarc@gmail.com		 <i>[Signature]</i> Ar. Bindia Bhatt
NORTH 	FILE NUMBER	DATE:- 31-03-2023
	JOB NO.	DRN. BY -: AROHI
	017	





PERCENTAGE STATEMENT FOR EWS UG FLOOR AS PER F.F.1

AREA	PERCENTAGE	PROVISIONS
RESIDENTIAL	100%	AS PER
COMMERCIAL	0%	AS PER
INDUSTRIAL	0%	AS PER
TOTAL	100%	AS PER

PARKING AREA STATEMENT FOR TWO WHEELERS

AREA	PERCENTAGE	PROVISIONS
RESIDENTIAL	100%	AS PER
COMMERCIAL	0%	AS PER
INDUSTRIAL	0%	AS PER
TOTAL	100%	AS PER

TOTAL AREA STATEMENT

NO.	DESCRIPTION	AREA (SQ.M)	PERCENTAGE
1	Plot Area	3570.00	100%
2	Area Under 'N' Zone	2897.84	81.18%
3	30 M. W. D.P. ROAD AREA	345.21	9.67%
4	30 M. W. D.P. ROAD AREA	327.30	9.17%
5	TOTAL AREA	3570.00	100%

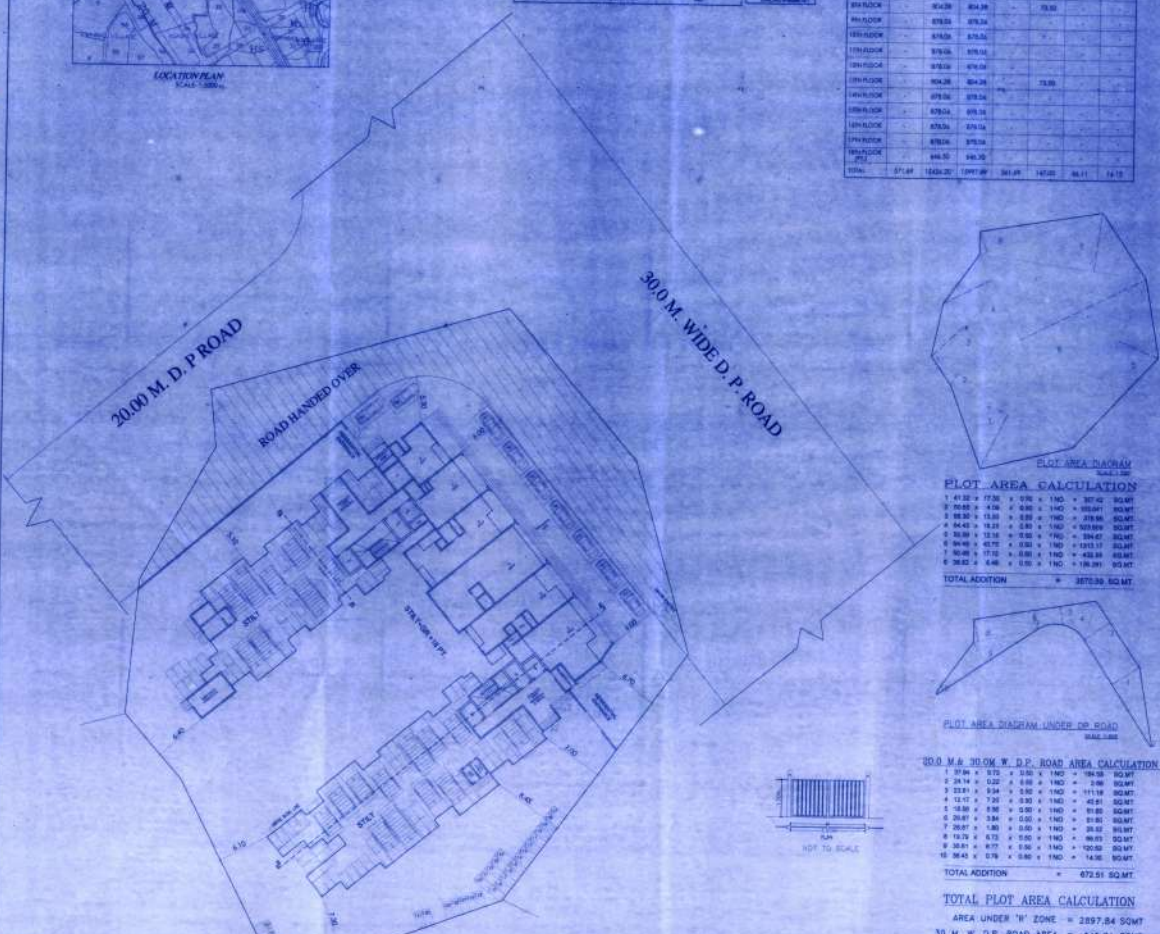
STAMP OF APPROVALS FOR LAYOUT

APPROVED BY: [Signature]

DATE: 31-03-2023

PROJECT NO: 017

DRN. BY: ARCHD



PLOT AREA CALCULATION

NO.	DESCRIPTION	AREA (SQ.M)
1	Plot Area	3570.00
2	Area Under 'N' Zone	2897.84
3	30 M. W. D.P. ROAD AREA	345.21
4	30 M. W. D.P. ROAD AREA	327.30
5	TOTAL AREA	3570.00

30.0 M. 30.0 M. W. D.P. ROAD AREA CALCULATION

NO.	DESCRIPTION	AREA (SQ.M)
1	Plot Area	3570.00
2	Area Under 'N' Zone	2897.84
3	30 M. W. D.P. ROAD AREA	345.21
4	30 M. W. D.P. ROAD AREA	327.30
5	TOTAL AREA	3570.00

TOTAL PLOT AREA CALCULATION

NO.	DESCRIPTION	AREA (SQ.M)
1	Plot Area	3570.00
2	Area Under 'N' Zone	2897.84
3	30 M. W. D.P. ROAD AREA	345.21
4	30 M. W. D.P. ROAD AREA	327.30
5	TOTAL AREA	3570.00

PROFORMA - I

S.No.	Description	Area (SQ.M)
1	Area of plot	3570.00
2	Area of plot reserved for road widening	477.81
3	Area of plot reserved for road widening	477.81
4	Area of plot reserved for road widening	477.81
5	Area of plot reserved for road widening	477.81
6	Area of plot reserved for road widening	477.81
7	Area of plot reserved for road widening	477.81
8	Area of plot reserved for road widening	477.81
9	Area of plot reserved for road widening	477.81
10	Area of plot reserved for road widening	477.81
11	Area of plot reserved for road widening	477.81
12	Area of plot reserved for road widening	477.81
13	Area of plot reserved for road widening	477.81
14	Area of plot reserved for road widening	477.81
15	Area of plot reserved for road widening	477.81
16	Area of plot reserved for road widening	477.81
17	Area of plot reserved for road widening	477.81
18	Area of plot reserved for road widening	477.81
19	Area of plot reserved for road widening	477.81
20	Area of plot reserved for road widening	477.81
21	Area of plot reserved for road widening	477.81
22	Area of plot reserved for road widening	477.81
23	Area of plot reserved for road widening	477.81
24	Area of plot reserved for road widening	477.81
25	Area of plot reserved for road widening	477.81
26	Area of plot reserved for road widening	477.81
27	Area of plot reserved for road widening	477.81
28	Area of plot reserved for road widening	477.81
29	Area of plot reserved for road widening	477.81
30	Area of plot reserved for road widening	477.81

PROFORMA - II

NAME OF THE APPLICANT: [Signature]

SIGN OF APPLICANT: [Signature]

DESIGNATION OF PROPOSAL & PROPERTY: [Text]

PROPOSED RESIDENTIAL WITH SHOPPING BUILDING ON S.NO. 43, H.NO. 3 VILLAGE - VAGASHI, TAL. - VASAL DIST. - PULGHAR

NAME, ADDRESS & SIGN. OF CONSULTING ARCHITECT: [Text]

We Design Architectural Consultants

The Discovery, Bldg No. 5, Office No. 58, 5th Floor, Shivajinagar, Chhatrapati Shivaji Maharaj Road, Shivajinagar (E), Mumbai - 400004

E-Mail: www.designarc@gmail.com

DATE: 31-03-2023

DRN. BY: ARCHD



Annexure F



Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT

FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number : **P99000051647**

Project: **SUPER HOMEZ - GULMOHAR** Plot Bearing / CTS / Survey / Final Plot No.: **SURVEY NO 43, HISSA NO 3t Vasai-Virar City (M Corp), Vasai, Palghar, 401301;**

- Shree Govind Developers** having its registered office / principal place of business at Tehsil: **Vasai, District: Palghar, Pin: 401305.**
- This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with the allottees;
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (l) of sub-section (2) of section 4 read with Rule 5;
OR
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
 - The Registration shall be valid for a period commencing from **27/06/2023** and ending with **31/12/2026** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
 - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
 - That the promoter shall take all the pending approvals from the competent authorities
- If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.



Signature valid



Dated: **30/10/2023**

Place: **Mumbai**

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





ANNEXURE - G

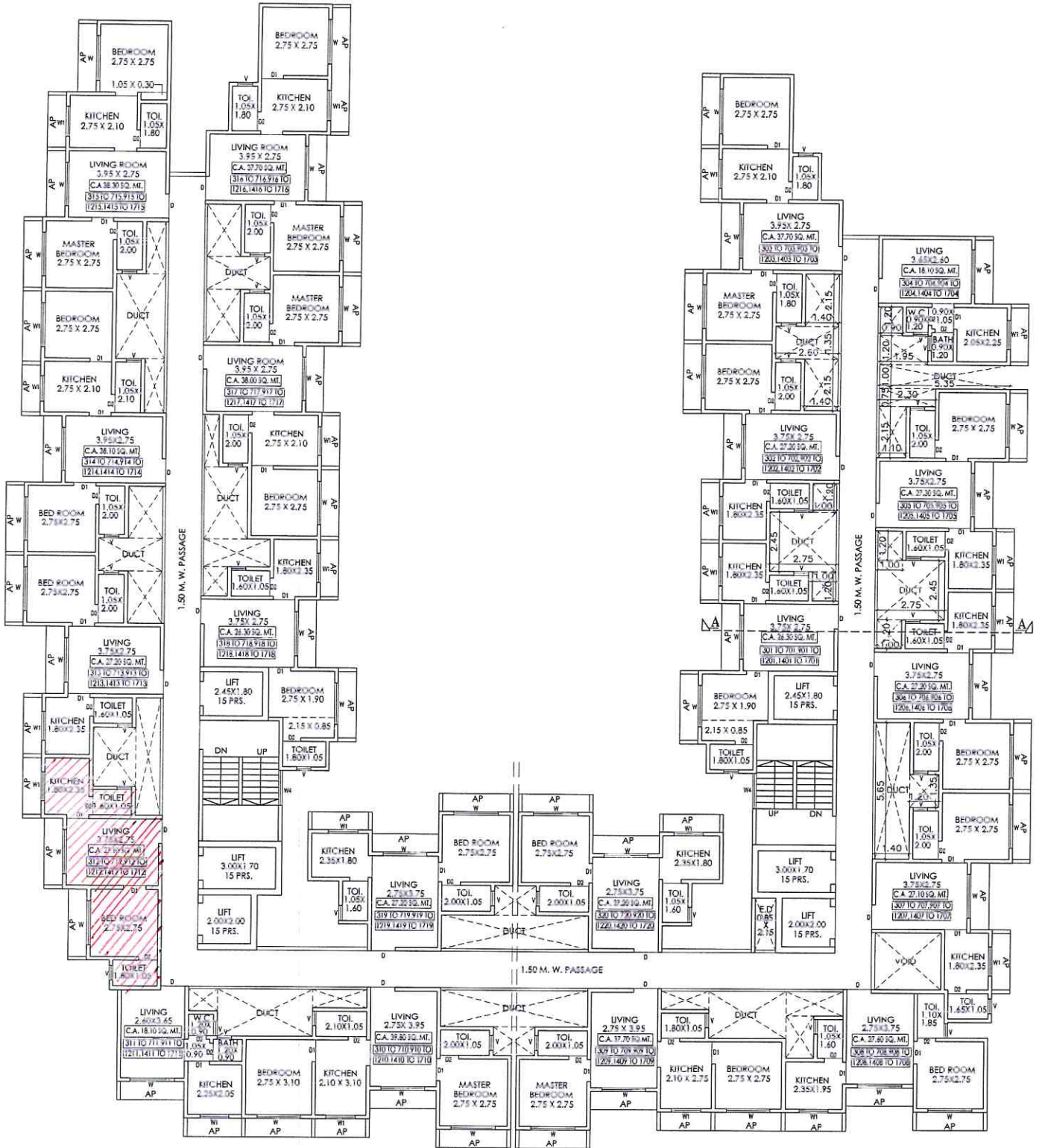
List of items that would be covered as Maintenance of the Project

- **Electricity bill charges:** for Common corridor lights, Water pump, STP, Watchman cabin, Street Lights, Stilt/Garage area, etc.
- **Water Charges:** Water Tanker Charges and VVCMC special water charges.
- **Plumbing Charges:** Repairing of water cocks, Pipe Line.
- **Electric equipment's:** Water/STP Pumps, Bulb/CFL/LED Lights, all Lift(Elevators) AMC, Wires, common meters for staircase/Lift and water pump etc.
- **Masonry Work:** Compound wall repair, Paver Blocks repair, Main gate repair, gardening with play area equipment's repairing charges and Sweeper Charges.
- **Taxation:** All Government statutory taxes whichever are applicable on Maintenance Charges.
- **Security:** All watchman Charges.
- **STP:** Repairing and running cost charges.





ANNEXURE-E



Flat No- 712

3RD TO 7TH, 9TH TO 12TH & 14TH TO 17TH FLOOR PLAN

66/74

SCALE 1:100





महाराष्ट्र शासन
GOVERNMENT OF MAHARASHTRA
ई-सुरक्षित बँक व कोषागार पावती
e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

Bank/Branch: IBKL - 6910406/VIRAR
 Pmt Txn id : 737782261
 Pmt DtTime : 06-FEB-2024@16:28:31
 ChallanIdNo: 69103332024020650963
 District : 1601-PALGHAR

19503921196111



Stationery No: 19503921196111
 Print DtTime : 06-FEB-2024 16:47:22
 GRAS GRN : MH015163307202324S
 Office Name : IGR134-VSI2_VASAI NO 2
 GRN Date : 06-Feb-2024@16:28:32

StDuty Schm: 0030046401-75/STAMP DUTY
 StDuty Amt : R 1,89,000/- (Rs One, Eight Nine, Zero Zero Zero only)

RgnFee Schm: 0030063301-70/Registration Fees
 RgnFee Amt : R 27,000/- (Rs Two Seven, Zero Zero Zero only)

Article : B25--Agreement to sell/Transfer/Assignment
 Prop Mvblty: Immovable Consideration: R 27,00,000/-
 Prop Descr : FLAT NO 712, 7TH FLOOR, SUPER HOMEZ, CULMOHAR, AGASHI ROAD, VIRAR WEST, P
 ALGHAR, Maharashtra, 401301
 Duty Payer: PAN-AQWPR5699E, MAYUR MANOHAR RANE

Other Party: PAN-ACBFS0996C, SHREE GOVIND DEVELOPERS

Bank official1 Name & Signature

Handwritten signature
Handwritten signature



Bank official2 Name & Signature

--- Space for customer/office use --- Please write below this line ---





आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

SHREE GOVIND DEVELOPERS

18/12/2011

Permanent Account Number
ACBFS0996C

17012012

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AQWPR5699E

नाम / Name
MAYUR MANOHAR RANE

पिता का नाम / Father's Name
MANOHAR SAKHARAM RANE

जन्म की तारीख /
Date of Birth
11/05/1980

25042023

PAN Application Digitally Signed. Card Not Valid unless Physically Signed

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

VANITA SURESH PEDNEKAR
SURESH RAGHUNATH PEDNEKAR

08/02/1987

Permanent Account Number
BCAPP7380M

Signature

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

APURVA AMOL KHATAVKAR
JAYSING RAJARAM LAD

15/11/1985

Permanent Account Number
BREP7029P

Signature

09/07/2010

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

JAYANT DASHRATH GOTHAL
DASHRATH GANGARAM GOTHAL

01/06/1973

Permanent Account Number
AOBPG1549M

Signature

Si: 68774





Valuation No. : 897014 / 2024	Year :- 2023-2024	User Id : 43742	Date : 02-February-2024 11:22:AM
State : Maharashtra	District : Palghar	Tahsil : Vasai	
Land Type : URBAN	Corporation :	Village/City : Mouje - Agashi-Vishes Niyojan Pradhikaran (Vasai Prabhav Kshetra)	
Mouje - Agashi- Vishes Niyojan Pradhikaran (Vasai Prabhav Kshetra) - 3/1 - रहिवास व इतर तत्सम वापरातील विकसनक्षम जमिनी			
Survey Number - 43			
Construction Type : RCC PAKKE		Property Age: 0 to 2 Years	
Property Rates			
Residential	Open Land	Construction Rate	
₹34600/- Square Meter	₹4100/- Square Meter	₹26620/- Square Meter	
Valuation Rule : Residential Flat - eRegistration			
Usage : Non Agriculture Build And Open => Residential => Residential Flat - eRegistration			
Property Details			
1	Area of Constructed Property	27.1000 Square Meter (Carpet Area With RERA)	
2	Construction Type	RCC PAKKE	
3	Lift Availability	YES	
4	Proportionate Area	0 Square Meter	
5	Floor Number	7	
6	Open Balcony	0 Square Meter	
7	Flat Number	712	
8	Phase	0	
9	Building Name	Super Homez	
10	Building Number	0	
11	Covered Parking	0 Square Meter	
12	Open Parking	0 Square Meter	
13	Land on highway	No	
14	Terrace Above	0 Square Meter	
15	Open Space Around Groundfloor	0 Square Meter	





16	Attached Terrace / Terrace / Cupboards Area	0 Square Meter
17	Open Dry Balcony	0 Square Meter

Calculation Details			
Sr.No.	Description	Calculation	Total
1	Constructed Property Valuation	1. (34600 x 1 x 1.05-4100)=32230 2. 32230 * 1 (Depreciation)=32230 3. 29.81 x ((32230+4100))=1082997.3	₹10,82,997/-
A	Total		₹10,82,997/-

Note : Final Valuation is Rounded to Next 500/-	
Total Valuation (A)	₹10,83,000/-

Total Amount in Words : Ten Lakhs Eighty Three Thousands Rupees Only.

<p>Reference : Residential Flat - eRegistration</p> <p>1)Rule-3=>Depreciation;</p> <p>2)Rule-18=>Lift availability(No)/Floor no;</p> <p>3)Rule-19=>Lift availability (Yes)/Floor no;</p> <p>4)Rule-6-i-B=>If Rate Not Available;</p> <p>5)Rule-14-A=>Terrace</p> <p>a)Terrace Above=25%</p> <p>b)Attached Terrace =40%;</p> <p>5)Rule-15=>Parking</p> <p>a)Open Parking=40%</p> <p>b)Covered Parking = 25% (excluding 18 & 19)</p> <p>6)Rule-4 i) =>Balcony</p> <p>a)Open Balcony = > 40%</p> <p>b)Closed Balcony</p> <p>7)Rule-12=>Mezzanine Valuation =>50%</p> <p>8)Rule 13 =>Open Space Around Groundfloor=>40%</p>
--





Document Registration Summary 1

Print Date :-08-Feb-2024

Article : Agreement for sale

Office/VS12-2668-2024

- Market Value: ₹1083000/-
- Consideration Amount: ₹2700000 /-
- Paid Stamp Duty: ₹189000 /-

Sr. No. 2668 On Date 08-Feb-2024 04:21:47 pm
Presented at Joint S.R.Vasai 2

Presenter Name: Mayur Manohar Rane

Registration Fee ₹27000.00

Document Handling Charges ₹1000



Signature of Presenter

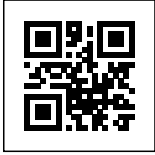
Total ₹28000

Digitally Signed by Joint S.R.Vasai 2
08-Feb-2024 04:42:38 pm

Digitally Signed by Joint S.R.Vasai 2
08-Feb-2024 04:42:38 pm

Payment Head	Amount To Be paid	Paid Amount	Payment Mode	Reference No.	Payment Amount
Registration Fee	27000	27000.00	e-SBTR	GRN Number: MH015163307202324S Defacement Number: 0008078874202324	27000.00
Stamp Duty	189000	189000	e-SBTR	GRN Number: MH015163307202324S Defacement Number: 0008078874202324	189000
Document Handling Charges	1000	1000	SBI e- Pay (DHC)	Certificate No.: Defacement Number: 0224081708876D	1000








Document Registration Summary 2

Document Reg. No.:VSI2-2668-2024

Article : Agreement for sale

The following Parties admit that they have executed the document of **Super Homez Gulmohar Agreement For Sale**

Party Admission -EKYC Details

Type of Party,Name,UID	Date & Time of Admission	Date & Time of Verification with UIDAI	Information received from UIDAI(Name, Gender, Aadhar No)	Photo
<u>Seller/Executor</u> M/S Shree Govind Developers through <u>Anup Ashok Mehta</u> PAN No.:ACBFS0996C	2024-02-08 12:31:27	2024-02-08T12:33:31	Anup Ashok Mehta, M, *****7712	
<u>Purchaser/Buyer/Executor,</u> Mr.Mayur Manohar Rane PAN No.:AQWPR5699E	2024-02-08 12:19:27	2024-02-08T12:22:55	Mayur Manohar Rane, M, *****5536	
<u>Purchaser/Buyer/Executor,</u> Miss.Vanita Suresh Pednekar PAN No.:BCAPP7380M	2024-02-08 12:20:30	2024-02-08T12:29:15	Vanita Suresh Pednekar, F, *****1856	



The following persons states that they know the executing parties.

Identifier - EKYC Details

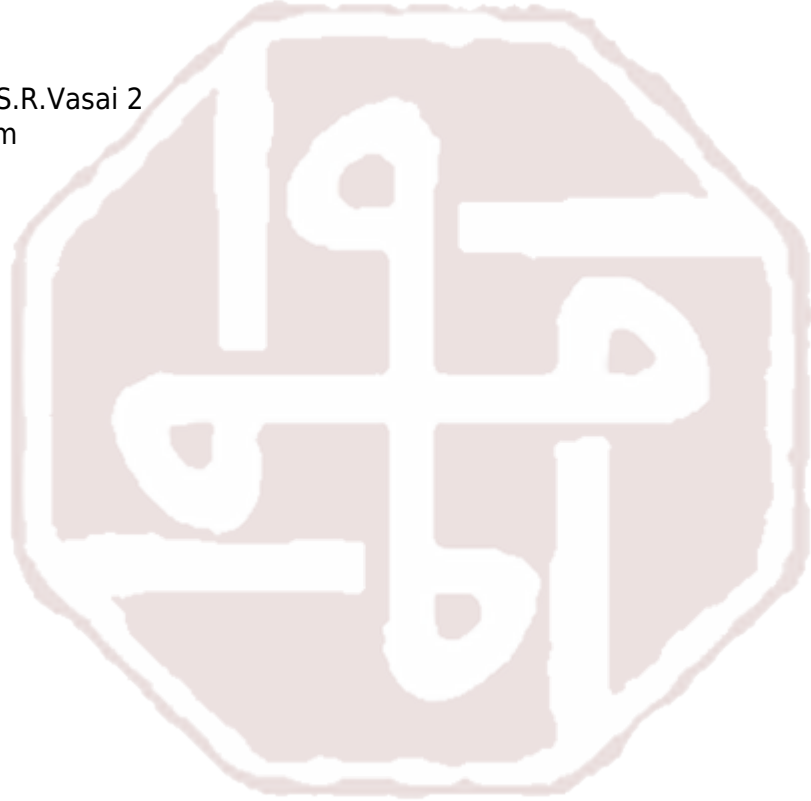
Identifier,Name,UID	Date & Time of Admission	Date & Time of Verification with UIDAI	Information received from UIDAI(Name, Gender, Aadhar No)	Photo
---------------------	--------------------------	--	--	-------





Identifier,Name,UID	Date & Time of Admission	Date & Time of Verification with UIDAI	Information received from UIDAI(Name, Gender, Aadhar No)	Photo
Identifier For All, Apurva Khatavkar	2024-02-08 12:51:53	2024-02-08T12:55:59	Apurva Amol Khatavkar, F, *****5632	
Identifier For All, Jayant Gothai	2024-02-08 12:51:01	2024-02-08T12:54:23	Jayant Dashrath Gothai, M, *****1456	

Digitally Signed by Joint S.R.Vasai 2
08-Feb-2024 04:42:38 pm



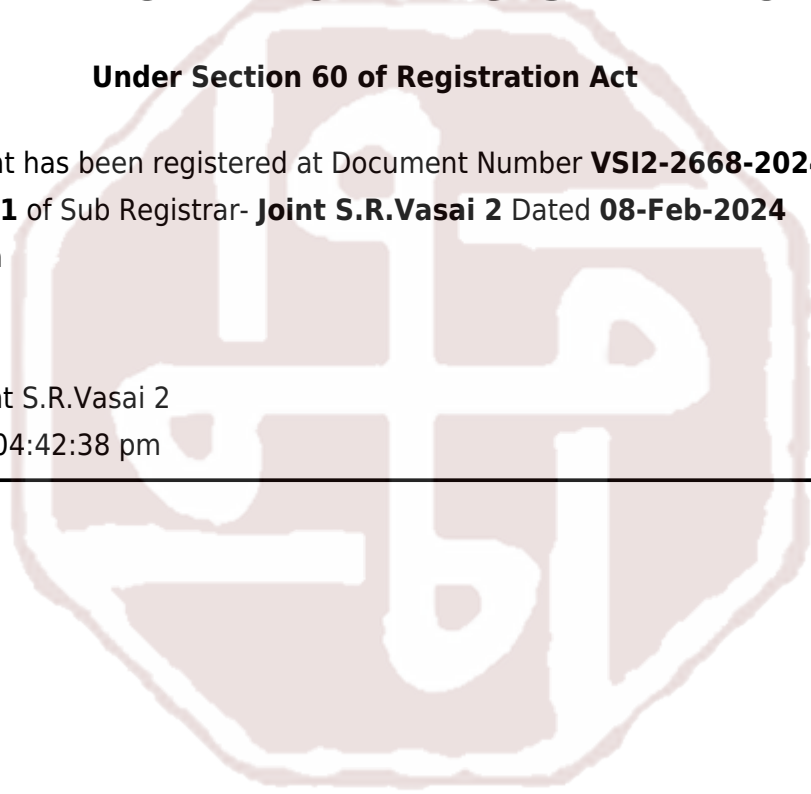


CERTIFICATE OF REGISTRATION

Under Section 60 of Registration Act

This Document has been registered at Document Number **VS12-2668-2024** in the book number **1** of Sub Registrar- **Joint S.R.Vasai 2** Dated **08-Feb-2024**
04:42:38 pm

Signed by Joint S.R.Vasai 2
08-Feb-2024 04:42:38 pm



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