



AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") is made at Village Nilemore, Taluka Vasai, District Palghar on this 06-Mar-2024.

BETWEEN





M/s. Uniquepoonam Homes LLP, a limited liability Partnership having its office at 18, 19, 20, 4th Floor, 195, Saheb Building, Jivaji Lane, Bora Bazar, Fort, Mumbai-400001, Maharashtra, India having PAN: AAGFU5947E, hereinafter referred to as **“the Promoter”** (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **ONE PART**;

AND

Mr. Naga Ram, Age: 29, Occupation: Business, PAN No.: BMWPR5440Q, Email Id: devchoudhary2500@gmail.com, Address: B-708, Vimal Residency, Yashwant Gaurav, Nallasopara West, Taluka- Vasai, District- Palghar,401203

Mr. Sohan Lal, Age: 27, Occupation: Business, PAN No.: BISPL8404L, Email Id: devchoudhary2500@gmail.com, Address: B-708, Vimal Residency, Yashwant Gaurav, Nallasopara West, Taluka- Vasai, District- Palghar,401203

hereinafter referred to as **“the Allottee/(s)”**, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the co-parceners and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company its successors and permitted assigns) of **the OTHER PART**.

WHEREAS:

A. By and under a Deed of Conveyance dated 13th March, 1990 executed between 1) Smt. Ramibai Pandurang Patil, and 2) Smt. Hirubai Laxman Bhoir therein referred to as Vendors of the First Part; 1) Smt. Damayanti Padman Patil and 2) Shri Naresh Padman Patil therein referred to as The First Confirming Party of the Second Part, 1) Shri Navinchandra Ranchhodaji Desai and 2) Shri Mukeshchandra Chotubhai Desai therein referred to as the Second Confirming Party of the Third Part and 1) Smt. Chanda Ashok Mehta and 2) Shri. Gyanchand Surajmal Mehta therein referred to as Purchasers of the Fourth Part, the Vendors duly sold, transferred conveyed and assigned unto 1) Smt. Chanda Ashok Mehta and 2) Shri. Gyanchand Surajmal Mehta all that piece and parcel of agricultural land admeasuring H. R. 0-84-0, bearing old Survey No. 427-B and New Survey No. 220 Part, situated at Village Nilemore, Taluka Vasai, District Palghar (**“First Land Parcel”**) for a consideration and upon the terms and conditions more particularly set out therein.

B. By and under a Conveyance dated 14th March, 1990 executed between 1) Shri Jayram Janu Gavad, 2) Shri





Sitaram Janu Gavad, 3) Shri Shivram Janu Gavad, 4) Smt. Savitri Narayan Gavad, 5) Smt. Sitabai Govind Vaze, 6) Smt. Durgabai Bhalchandra Vaze, 7) Smt. Tulshibai Bhaskar Gharat, 8) Smt. Pushpa Budhya Gavad therein referred to as the Vendors of the First Part, Shri Manaharlal Ranchodji Desai therein referred to as the Confirming Party of the Second Part and 1) Smt. Chanda Ashok Mehta and 2) Shri. Gyanchand Surajmal Mehta therein referred to as the Purchasers of the Third Part, the above named Vendors duly sold, transferred, conveyed and assigned unto 1) Smt. Chanda Ashok Mehta and 2) Shri. Gyanchand Surajmal Mehta all that piece and parcel of agricultural land admeasuring H. R. 0-86-0, bearing old Survey No. 427-B and New Survey No. 220 Part, situated at Village Nilemore, Taluka Vasai, District Palghar ("Second Land Parcel") for a consideration and upon the terms and conditions more particularly set out therein.

C. The First Land Parcel and the Second Land parcel are collectively known as the Land Parcel A. The Land Parcel A was converted to new "Bhumapan Kramank" i.e., Gut/Survey No. 220 Hissa No. 6 admeasuring approximately 16,670 square meters *vide* Order dated 9th September, 2015.

D. By and under a Gift Deed dated 31st March, 2017 and registered with the office of the Sub-Registrar of Assurances at Vasai-2 under Serial No. 2343 of 2017 on 31st March 2017 made by Mr. Gyanchand Surajmal Mehta therein referred to as Donor and Mrs. Pushpa Gyanchand Mehta therein referred to as the Donee, the aforesaid Mr. Gyanchand Surajmal Mehta, out of natural love and affection duly gifted his entire one-half (1/2) undivided share, right, title and interest in the said Land Parcel A to his wife Mrs. Pushpa Gyanchand Mehta.

E. By and under a Gift Deed dated 8th April, 2019 and registered with the office of the Sub-Registrar of Assurances at Vasai-2 under Serial No. 4526 of 2019 on 8th April, 2019 made between Mrs. Pushpa Gyanchand Mehta therein referred to as the Donor of the One Part and Mr. Manek Jugraj Mehta therein referred to as the Donee of the Other Part, the aforesaid Smt. Pushpa Gyanchand Mehta, out of natural love and affection duly gifted her entire one-half (1/2) undivided share, right, title and interest in the said Land Parcel A to her brother Mr. Manek Jugraj Mehta.

F. By and under a Deed of Conveyance dated 22nd March, 2021 and registered with the office of the Sub-Registrar of Assurances at Vasai-5 under Serial No. 4184 of 2021 on 23rd March, 2021 executed between 1) Riddhi Vinayak Critical Care And Medical Research Centre Private Limited through its Authorized Director Mr. Venkat Goyal therein referred to as Purchasers of the First Part and 1) Mr. Manek Jugraj Mehta and 2) Mrs. Chanda Ashok Mehta therein referred to as Vendors of the Second Part, the Vendors duly sold, transferred conveyed and assigned unto Riddhi Vinayak Critical Care And Medical Research Centre Private Limited all that piece and parcel of agricultural land admeasuring 1,235.27 Square Meters out of the Land Parcel A.

G. There after the Deed of Conveyance dated 22nd March, 2021 was rectified by a Deed of Rectification registered with the office of the Sub-Registrar of Assurances at Vasai-5 under Serial No. 4273 of 2021 on 25th March, 2021 made between 1) Riddhi Vinayak Critical Care And Medical Research Centre Private Limited through its Authorized Director Mr. Venkat Goyal therein referred to as Purchasers of the First Part and 1) Mr. Manek Jugraj Mehta and 2) Mrs. Chanda Ashok Mehta therein referred to as Vendors of the Second Part, whereby the area conveyed under the Deed of Conveyance dated 22nd March, 2021 was rectified to 1,180.27 Square Meters from 1,235.27 square meters as stated therein.

H. Mr. Manek Jugraj Mehta and Mr. Ashok Mohanlal Mehta are also absolutely seized and possessed of lands





bearing Survey No. 224/B/1, Survey No. 224/B/2 and Survey No. 224/B/3, hereinafter to be referred to as the **“Land Parcel B”**.

I. Further, Mr. Manek Jugraj Mehta, Mrs. Chanda Ashok Mehta and Mr. Ashok Mohanlal Mehta Amalgamated the **Land Parcel A** with **Land Parcel B** and got approval of the amalgamated layout from the Local Governing Authority i.e., Vasai Virar City Municipal Corporation (**“VVCMC”**) vide letter bearing reference no. VVCMC/TP/RDP/VP-6157/724/2021-22 dated 30th December, 2021 followed by latest Revised Development Permission bearing reference no. VVCMC/TP/RDP/VP-6157&5894/540/2022-23 dated 14 th March, 2023.

J. Mr. Manek Jugraj Mehta, Mrs. Chanda Ashok Mehta and Mr. Ashok Mohanlal Mehta along with Mr. Piyush Ashok Mehta, Mr. Anup Ashok Mehta, and Mr. Ashwin Manek Mehta executed a Deed of Limited Liability Partnership dated 1st Day of April, 2021 under the Limited Liability Partnership Act, 2008 to carry on the business under the name and style of **“Uniquepoonam Homes LLP”** which is also herein referred to as the Promoter.

K. Mr. Manek Jugraj Mehta, Mrs. Chanda Ashok Mehta and Mr. Ashok Mohanlal Mehta have brought the Land Parcel A (which is amalgamated with Land Parcel B) and Land Parcel B (collectively **“said Land”**) as their capital contribution into the Promoter LLP, thereby making it the asset of the Promoter.

L. The Promoter is thus seized and possessed of and otherwise well and sufficiently entitled to the aforementioned said Land which is more particularly depicted on a plan that is annexed as **“Annexure 1”** hereunder.

M. It is pertinent to note that prior to amalgamation of Land Parcel A and Land Parcel B, the Land Parcel B Was already built upon and the building thereon has been completed and occupation certificate obtained. The Promoter is consuming the unused FSI generated on Land Parcel B for the purposes of construction on the said Land.

N. By Revised Development Permission bearing reference no. VVCMC/TP/RDP/VP-6157&5894/540/2022-23 dated 14 th March, 2023 followed by earlier Amalgamation & Revised Development Permission letter bearing reference no. VVCMC/TP/RDP/VP-6157/724/2021-22 dated 30 th December, 2021 read along with Commencement Certificate No. VVCMC/TP/CC/VP-6157/116/2020-21 dated 9 th December 2020 VVCMC granted has granted the permission inter alia to the Promoter inter alia for the construction on the said Land on the terms and conditions as mentioned therein.

O. The Promoter is undertaking the development of the said Land in a phase-wise manner. The phase-wise construction and development of the said Land being undertaken by the Promoter is hereinafter referred to as **“the Whole Project”**.

P. The details of the mortgages pertaining to the title/rights/entitlement of the Promoter to the said Land are more particularly set out in **Annexure “2”** hereto.

Q. The Promoter is entitled to construct buildings on the said Land in accordance with the Recitals hereinabove.

R. The Promoter currently proposes to construct on the said Land, two buildings comprising of 9 wings which shall be known as **Sky City**. The Promoter is presently undertaking construction of Residential Wing F comprising of Stilt + upper 22 Floors (**“Wing F”**), Wing G comprising of Stilt + 22 upper Floors (**“Wing G”**), Wing H comprising of Stilt + 22 upper Floors (**“Wing H”**) and Wing I comprising of Stilt + 22 upper Floors (**“Wing I”**), details whereof are





more particularly set out in **Annexure “3” hereto.**

S. The Wing F, Wing G, Wing H and Wing I shall mean the “Real Estate Project” and the Promoter has been granted registration for the Real Estate Project by the Real Regulatory Authority (“**Authority**”), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (“**RERA Rules**”). The Authority has duly issued the Certificate of Registration No. **P99000045278** dated **20/10/2022** for the Real Estate Project and copy of the RERA Certificate is annexed and marked as **Annexure “4”** hereto.

T. The Allottee has, prior to the date hereof, examined a copy of the RERA Certificate and disclosures and has caused the same to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Allottee has agreed and consented to the development of the Whole Project as well the Real Estate Project in the manner and subject to the disclosures made herein. The Allottee has also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.

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

- (i) The Wing F shall comprise of upto a maximum of 22 upper floors with a further potential of 3 more floors if/when approved, Wing G shall comprise of upto a maximum of 22 upper floors with a further potential of 3 more floors if/when approved, Wing H shall comprise of upto a maximum of 22 upper floors with a further potential of 3 more floors if/when approved and Wing I shall comprise of upto a maximum of 22 upper floors with a further potential of 3 more floors if/when approved.
- (ii) As on date, the Promoter is undertaking development of the said Wings which will also have stilt + 22 sanctioned upper floors in Building No. 2.
- (iii) The Allottee has been clearly informed and represented that the Promoter shall opt to construct further floors in each of the 4 wings not exceeding that stated in proforma of the proposed additional floors and flats which is marked and annexed as **Annexure “5”** hereto.
- (iv) The Real Estate Project shall comprise of units/premises consisting of apartments/flats/shops;
- (v) Total FSI of 28298.10 square meters has been sanctioned for consumption in the construction and development of the Real Estate Project. The Developer proposes to eventually consume a further FSI of 136.72 square meters aggregating to total FSI of 28434.82 square meters in the construction and development of the Real Estate Project;
- (vi) The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee are listed in the Second Schedule hereunder written (“**Real Estate Project Amenities**”).





- (vii) The common areas, facilities and amenities in the Whole Project that may be usable by the Allottee are listed in the Third Schedule hereunder written (**“Whole Project Amenities”**).
- (viii) The Promoter shall be entitled to put hoarding/boards of their Brand Name viz. **Uniquepoanam Homes LLP and/or Sky City** or any other name as the Promoter may deem fit, in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project. The Promoter shall also be entitled to place, select, decide hoarding/board sites.
- (ix) The Promoter shall be entitled to designate any spaces/areas in the Real Estate Project and Whole Project (including on the terrace of the Real Estate Project) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the Allottee and other allottees of apartments/flats in the Real Estate Project and/or other allottees in the Whole Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc.
- (x) The Real Estate Project is known as **“Sky City Phase I”** or such other name as may be decided by the Promoter from time to time.
- (xi) The details of formation of the Society, and, conferment of title upon the Society with respect to the Real Estate Project, are more particularly specified in Clauses 15 and 16 below.

V. A latest copy of Revised Development Permission bearing reference no. VVCMC/TP/RDP/VP-6157&5894/540/2022-23 dated 14 th March, 2023 issued by the VVCMC inter-alia permitting to construct the said Wings upto such extent on the terms and conditions mentioned therein is also included as part of the RERA Certificate at **Annexure “4”** hereto. Details along with the annexures to the RERA Certificate are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.

W. The principal and material aspects of the development Whole Project as disclosed by the Promoter are briefly stated below-

- (i) The development of the said Land shall be undertaken in a phase-wise manner.
- (ii) The name of the whole Project shall be **Sky City** or as may be decided from time to time by the Promoter.
- (iii) As on date Total FSI the Whole Project is **74966.28** square meters.
- (iv) The Allottee has perused a copy of the Proposed Layout Plan (**“Proposed Layout”**) and which is annexed to this Agreement as Annexure “5”, which specifies the proposed location of the





new/future/further buildings/towers/ wings /projects to be built on the said Land, together with a draft proforma specifying the proposed total FSI proposed to be utilized on the said Land (“**Proposed Potential**”). The copy of the Proposed Layout Plan is annexed hereto and marked as **Annexure “5”** hereto.

- (v) As identified on the Proposed Layout at Annexure “5” hereto, as part of the development of the Whole Project, the Promoter has *inter-alia* commenced the process of obtaining the necessary approvals. The Promoter shall be entitled to utilise and exploit the additional FSI as may be sanctioned in the manner as disclosed in the Proposed Layout at **Annexure “5”** and as mentioned in this Agreement.
- (vi) As mentioned at Recital U above, the Whole Project Amenities that may be usable by the Allottees are detailed in the Third Schedule hereunder written.
- (vii) The Promoter shall be entitled to designate any spaces/areas in the balance buildings /towers of the Whole Project (including on the terrace and basement levels of such buildings / towers comprised in the Whole Project) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the other allottees in the Whole Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers, equipment etc.
- (viii) The scheme and scale of development is proposed to be carried out by the Promoter on the said Land in accordance with applicable law as amended from time to time;
- (ix) The Promoter shall be entitled to put hoarding/boards of their Brand Name viz. **Uniquepoonam Homes LLP and/or Sky City** or such other name as the Promoter may decide, in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Land and on the façade, terrace, compound wall or other part of the buildings/towers/wings as may be developed from time to time. The Promoter shall also be entitled to place, select, decide hoarding/board sites.
- (x) The Promoter shall be entitled to confer title of particular building / tower/wing / real estate project to such Other Societies, as mentioned at Clause 16 below.
- (xi) The details of formation of the Apex Body, and, conferment of title upon the Apex Body with respect to the said Land and all common areas, facilities and amenities, basements, podiums and other spaces and areas on the said Land.
- (xii) The nature of development of the said Land will be phase wise and would constitute a mixture of users as may be deemed fit by the Promoter and permissible under applicable law from time to time.





(xiii) The Promoter would be entitled to aggregate any contiguous land parcel with the development of the said Land, as provided under the Proviso to Rule 4(4) of the RERA Rules and other applicable laws, and the Allottee hereby grants it's/her/his/their no objection to the same and for any development pursuant thereto only provided the same is sanctioned by any competent authority. The Allottee has no other condition or objection to the above.

(xiv) The Promoter is entitled to amend, modify and/or substitute the Proposed Future and Further Development of the said Land (defined below), in full or in part as they may deem fit and in accordance with the applicable laws and/or as may be required by the applicable law from time to time.

X. The above details and further aspects of the proposed future and further development of the said Land are hereinafter referred to as **“Proposed Future and Further Development of the said Land”**.

Y. The Allottee is/are desirous of purchasing a residential premises / flat bearing No. **1808** on residential floor No. **18th floor** (excluding fire check floor) of Wing **F** of the Real Estate Project (hereinafter referred to as the **“said Premises”**) and has / have approached the Promoter and requested to allot to him / her / them the said Premises which is more particularly described in Fourth Schedule.

Z. The Promoter has entered into standard Agreement/s with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects. The Promoter shall be entitled to appoint any other architect in place of the appointed architect.

AA. The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Real Estate Project shall be under the professional supervision of the Architect and the structural Engineer (or any suitable replacements / substitutes thereof) till the completion of the Real Estate Project. The Promoter shall be entitled to appoint any other architect or structural engineer in place of the present ones.

BB. By virtue of the recitals hereinabove, the Promoter has the sole and exclusive right to sell the Premises in the Real Estate Project to be constructed by the Promoter, and, to enter into this Agreement/s with the allottee of the units comprised therein and to receive the consideration in respect thereof.

CC. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the said Land, and the plans, designs and specifications prepared by the Promoter's Architects, **Abhay Raut**, and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder, including inter-alia the following:-

- (i) All approvals and sanctions issued by the competent authorities for the development of the Real Estate Project and the Whole Project including layout plans, building plans, floor plans, parking plan, change of user permissions, Commencement Certificate, MOEF EC, etc. and such other documents as required under Section 11 of RERA as listed in **Annexure “6”** hereto.





- (ii) All title documents by which the Promoter has acquired the right and entitlement to develop the said Land as listed in **Annexure "7"** hereto.
- (iii) All the documents mentioned in the Recitals hereinabove;
- (iv) Title Certificate dated 03/06/2023 issued by Suhas S. Patil ("**Title Certificate**"), certifying the right/entitlement of the Promoter, a copy whereof is annexed and marked as **Annexure "8"** hereto; and
- (v) The authenticated copies of the 7/12 extracts in respect of the said Land, which is annexed and marked as **Annexure "9"** hereto.
- (vi) The plan of the said Premises is annexed and marked as **Annexure "10"** hereto.
- (vii) A copy of the Proposed Layout Plan.

DD. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Real Estate Project and upon due observance and performance of which only, the Occupation Certificate and Building Completion Certificate in respect of the Real Estate Project shall be granted by the competent authority.

EE. Further, (i) the requisite approvals and sanctions, for sale of the said Premises are obtained, (ii) other requisite approvals and sanctions for the development of the Real Estate Project from the competent authorities are obtained / being obtained, and (iii) all approvals and sanctions from other relevant statutory authorities as may be required for the development of the Real Estate Project are applied for and/or in process of being obtained and/or obtained by the Promoter.

FF. The Promoter has accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans and approvals and permissions, as referred hereinabove.

GG. Prior to execution of this Agreement, the Allottee has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is satisfied with respect to, (i) the title of the Promoter to develop the Real Estate Project and the Whole Project, and such title being clear and marketable; (ii) the approvals and permissions (including CC) obtained till date and (iii) the Promoter's entitlement to develop the Real Estate Project and the Whole Project as mentioned in this Agreement and applicable law and sell the premises constructed therein. The Allottee/s hereby undertake not to hereafter raise any objection and/or make any requisition with respect to the title of the Promoter to the said Land. The Allottee undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the Allottee has/have the financial capability to consummate the transaction.

HH. The Allottee also expressly confirms that he/she/it has been given ample opportunity to peruse this agreement and is signing the same only after being satisfied with its contents, after availing necessary legal and technical advice, and will not belatedly raise any disputes to the clauses thereof.





II. The carpet area of the said Premises as defined under the provisions of RERA and as calculated as per Circular No. 4 of 2017 bearing Ref. No. MahaRera/Secy/File No. 27/84/2017 dated 4th June, 2017 issued by the Authority is **26.50** square meters and Enclosed balcony of **0.00** square meters.

JJ. 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.

KK. The Promoter has agreed to sell to the Allottee and the Allottee has agreed to purchase and acquire from the Promoter, the said Premises upon the terms and conditions mentioned in this Agreement at or for the price of **Rs.2811000/- (Rupees Twenty Eight Lacs Eleven Thousand Only)** ("Sale Consideration"). Prior to the execution of these presents, the Allottee/s has / have paid to the Promoter a sum of **Rs.281000/- (Rupees Two Lacs Eighty One Thousand Only)** being part payment of the Sale Consideration of the said Premises agreed to be sold by the Promoter to the Allottee/s as advance payment (the payment and receipt whereof the Promoter hereby admit and acknowledge), which is not in excess of 10% of the said Consideration.

LL. Under Section 13 of the RERA, the Promoter is required to execute a written agreement for sale of the said Premises with the Allottee i.e. this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.

MM. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase and acquire, the said Premises.

NN. The list of Annexures attached to this Agreement are stated herein below,-

Annexure "1"	Plan inter alia showing the said Land
Annexure "2"	Mortgages pertaining to the Larger Land or any part thereof
Annexure "3"	Details of the Real Estate Project
Annexure "4"	RERA Certificate
Annexure "5"	Proforma reflecting additional/ proposed FSI, proposed floors and proposed flats in the Real Estate Project
Annexure "6"	List of Approvals and Sanctions
Annexure "7"	List of documents provided for inspection to the Allottee
Annexure "8"	Title Certificate
Annexure "9"	7/12 extracts
Annexure "10"	Plan of the said Premises
Annexure "11"	Plan of Car Parking Space

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





1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of RERA.

2. The Promoter shall construct the Real Estate Project known as 'Sky City Phase I' presently consisting of, Wing F as on date of upto **Stilt+22** upper floors, Wing G consisting as on date of upto **Stilt+22** upper floors, Wing H consisting as on date of **Stilt+22** upper floors and Wing I consisting as on date of upto **Stilt+22** upper floors in accordance with the plans, designs and specifications as referred hereinabove, and as approved by the Vasai Virar City Municipal Corporation ("VVCMC") from time to time. However, the Promoter shall also undertake further and future development of the said Land as stated herein. The Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee and are listed in the Second Schedule hereunder written. The common areas, facilities and amenities as listed in the Second Schedule shall be common between the allottee/s of the units that are proposed to be constructed by the Promoter as future and further development of the said Land.

3. Purchase of the said Premises and Sale Consideration:

- (i) The Allottee hereby agrees to purchase and acquire from the Promoter, and the Promoter hereby agrees to sell to the Allottee, the Premises No. **1808** on residential Floor No. **18th floor** admeasuring **26.50** square meters carpet area as per RERA and Enclosed balcony of **0.00** square meters in the Wing **F**, as more particularly described in the Fourth Schedule and as shown hatched in yellow colour on the floor plan annexed and marked **Annexure "10"** hereto at and for the consideration of **Rs.2811000/- (Rupees Twenty Eight Lacs Eleven Thousand Only)** ("the Sale Consideration") along with the right to use car parking space bearing Nos.**NA** admeasuring **NA** square meters area at stilt / podium ("**Car Parking Space/s**") being constructed in the layout of the said Land and as shown hatched in blue-color on the plan of car parking space annexed and marked **Annexure "11"** hereto.
- (ii) It is clarified that the Sale Consideration is only in respect of carpet area of the said Premises as mentioned above.
- (iii) The Allottee has paid before execution of this Agreement, a sum of **Rs.281000/- (Rupees Two Lacs Eighty One Thousand Only)** which does not exceed 10% of the Sale Consideration as advance payment and hereby agrees to pay to that Promoter the balance amount of Sale Consideration of **Rs.2530000/- (Rupees Twenty Five Lacs Thirty Thousand Only)** in the manner as more particularly mentioned below.

Sr. No	Particulars	Due (%)
1	Booking Amount	10%





2	After the Execution of Agreement	20%
3	On Completion of Plinth	15%
4	On Completion of Stilt 1st Slab	3%
5	On Completion of 2nd & 3rd Slab	3%
6	On Completion of 4th & 5th Slab	3%
7	On Completion of 6th & 7th Slab	3%
8	On Completion of 8th & 9th Slab	3%
9	On Completion of 10th & 11th Slab	3%
10	On Completion of 12th & 13th Slab	3%
11	On Completion of 14th & 15th Slab	3%
12	On Completion of 16th & 17th Slab	3%
13	On Completion of 18th & 19th Slab	3%
14	On Completion of 20th & 21st Slab	3%
15	On Completion of 22nd & 23rd Slab	3%
16	On Completion of Brick Work & Window Frames	3%
17	On Completion of Internal & External Plaster	4%
18	On Completion of Plumbing & Electrical Fittings	4%
19	On Completion of Flooring & Tiling Work	4%
20	On Finishing Work & Possession	4%
	Total	100%

- (iv) It is clarified that Sale Consideration shall be payable by the Allottee in the Bank Account Name **“UPHL SKYCITY MASTER ESCROW ACCOUNT”** with Account No. [**5750000973641**] maintained with [**HDFC Bank**] with IFSC Code No. [**HDFC0000051**] (**“the said Account”**).
- (v) The Promoter shall issue a notice to the Allottee intimating the Allottee about the stage-wise completion of the said Building as detailed in the Clause 3(iii) above (the payment at each stage is individually referred to as **“the Instalment”** and collectively referred to as **“the Instalments”**). The payment shall be made by the Allottee/s within 7 (seven) days of the Promoter making a demand for the payment of the respective Instalment, time being of the essence.
- (vi) The Sale Consideration includes taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, GST and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Real Estate Project and/or with respect to the Premises and/or this Agreement), Share money, application entrance fee of the Society, registration and formation of Society charges, Development Charges, Electrical, Water, Sewer connection charges. It is clarified that all such taxes, levies, duties, cesses (whether





applicable/payable now or which may become applicable/payable in future) including service tax, VAT, GST and all other indirect and direct taxes, duties, cesses and impositions applicable/levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee alone and the Promoter shall not be liable to bear or pay the same or any part thereof.

- (vii) The Sale Consideration does not account for any escalations/increases, 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 Local Bodies / Municipality /Government from time to time, escalation in construction costs etc. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, escalation in cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order / rule / regulation / demand/certificate, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- (viii) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said Building is complete and the Occupation Certificate is granted by the VVCMC/ other appropriate authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three per cent). The total Sale Consideration payable on the basis of the carpet area of the Premises shall be recalculated on a pro rata basis upon confirmation by the Promoter.
- (ix) If there is any reduction in the carpet area beyond the defined limit of 3%, then, the Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days from the date of confirmation of final carpet area. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee towards Sale Consideration, which shall be payable by the Allottee prior to taking possession of the Premises. It is clarified that the payments to be made by the Promoter/Allottee, as the case may be, under this Clause, shall be made at the same rate per square meter as agreed for the purposes of ascertaining the Sale Consideration.
- (x) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit, and the Allottee undertakes not to object/demand/direct the Promoter to adjust his/her/its payments in any manner the Promoter deems fit.
- (xi) On a demand being made by the Promoter upon the Allottee with respect to a payment amount (whether Sale Consideration or any other amount payable in terms of this Agreement), the Allottee shall pay such amount to the Promoter, within 7 (seven) days of the Promoter's said demand, without any delay, demur or default.





- (xii) If the Allottee enters into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, in the same manner detailed in this Clause 3 and Clause 23 below (which will not absolve Allottee of its responsibilities under this Agreement). The Promoter does not guarantee sanction of any financial facility for purchase of the said Premises and non-sanction of loan/finance for the said Premises or delay in disbursal thereof, will be no excuse for not remitting the said Instalments in time.
- (xiii) The Promoter shall be entitled to securitise the Sale Consideration and other amounts payable by the Allottee under this Agreement (or any part thereof), in the manner permissible under RERA, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Consideration and other amounts payable by the Allottee (or any part thereof) under this Agreement. Upon receipt of such intimation from the Promoter, the Allottee shall be required to make payment of the Sale Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.
- (xiv) The Sale Consideration is only in respect of the said Premises. The Developer has neither charged nor recovered any price for limited common areas, appurtenant areas and the common areas facilities and amenities (except as specified in this Agreement).
- (xv) The Parties agree that on account of the ongoing global uncertainty, the Sale Consideration and other charges could likely undergo an escalation. Such escalation, if any, will be at actuals, and that any revision in prices, owing to factors beyond the control of the Promoter, shall be certified by a Chartered Accountant and reflected in the final instalment payable prior to possession. The Allottee agrees to pay such amount of escalation.
- (xvi) The Allottee shall deduct tax at source ("**TDS**") from each instalment of the Sale Consideration as required under the Income Tax Act, 1961 and shall provide the Promoter with the challans/receipt evidencing deposit of such TDS with the Government, within 15 (fifteen) days of receipt of such challans/receipts.

4. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may be applicable and/or have been imposed by the VVCMC/other authority, at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Premises to the Allottee, obtain from the VVCMC/ competent authority, the Occupation Certificate or Completion Certificate in respect of the said Premises.

5. Time is of the essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Premises and handing over the Premises to the Allottee after receiving the Occupation Certificate in respect thereof and the common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee and are listed in the Second Schedule hereunder written.





6. Similarly, the Allottee shall make timely payments of all Installments of the Sale Consideration and other dues payable by him/her/it and meeting, complying with and fulfilling all his/her/its other obligations under this Agreement.

7. FSI, TDR and development potentiality with respect to the said Building on the said Land:

The Allottee hereby agrees, accepts and confirms that the Promoter proposes to develop the Real Estate Project (including by utilization of the full development potential) in the manner more particularly detailed at Recital U above and as depicted in the layout plans, proformas and specifications at Annexure "5" and Annexure "6" hereto and Allottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard. The disclosures as regards development potentiality of the said Building and said Land are binding upon both parties.

8. FSI, TDR and development potentiality with respect to the Proposed Future and Further Development of the said Land/ Whole Project:

The Allottee hereby agrees, accepts and confirms that the Promoter proposes to develop the Whole Project of the said Land (by utilization of the full development potential of the Larger Land) and develop the same in phase-wise manner and undertake multiple real estate projects therein in the manner more particularly detailed at Recitals U, W and X above and as depicted in the layout plans, proformas and specifications at Annexure "5" and Annexure "6" hereto constituting the Proposed Layout Plan and the Proposed Potential and Allottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard. While the Promoter presently proposes to develop 8 wings in the Whole Project, the same may exceed to a maximum of 10 wings. The disclosures as regards development potentiality of the Proposed Future and Further Development of the said Land and Whole Project are binding upon both parties.

9. Consent for Amendment

It is expressly agreed between the parties hereto that only in the event that the representations and disclosures as regards development of the Real Estate Project on the said Land and the said Proposed Future and Further Development undergo a change, except if such change is prompted by change of law, any direction of statutory authority, or any reasons not attributable to the Promoter, will the Promoter be obliged to approach the Allottee for his/her/its consent under section 14 of the RERA.

10. Possession Date, Delays and Termination:

- (i) The Promoter shall give possession of the Premises to the Allottee on or before **31/12/2028** ("**Possession Date**"). Provided however, that the Promoter shall be entitled to extension of time for giving delivery of the Premises on the Possession Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors:-

- a) Any force majeure events;





- b) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;
- c) Any stay order / injunction order issued by any Court of Law, competent authority, VVCMC, statutory authority;
- d) Any other circumstances that are beyond the reasonable control of the Promoter or that may be deemed reasonable by the Authority.

The Allottee agrees not to challenge reasonable extension on the possession date on account of factors stated herein.

- (ii) The Allottee is hereby informed that the amenities and facilities in the Real Estate Project and the Whole Project shall be developed and handover in phases and their completion shall not be a precondition to offering possession of the said Premises.
- (iii) The Parties agree that the Allottee shall have a right to visit the said Premises only 15 working days after payment of the final Instalment and all other amounts stated in this agreement have been paid by the Allottees.
- (iv) If the Promoter fails to abide by the time schedule for handing over the said Premises to the Allottee on the Possession Date (save and except for the reasons as stated in Clause 10 (i) above), then the Allottee shall be entitled to either of the following:-
 - a) call upon the Promoter by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("**Interest Notice**"), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon for every month of delay from the Possession Date ("**Interest Rate**"), on the Sale Consideration paid by the Allottee from his/her/its own funds. The interest shall be paid by the Promoter to the Allottee till the date of offering possession of the said Premises by the Promoter to the Allottee; OR
 - b) the Allottee shall be entitled to terminate this Agreement by giving written notice to the Promoter by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("**Allottee Termination Notice**"). On the receipt of the Allottee Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled and Allottee shall come forward to sign the deed of cancellation. Within a period of 30 days from the date of receipt of the Termination Notice by the Promoter, the Promoter shall refund to the Allottee the amounts already received by the Promoter from his/her/its own funds under this Agreement with interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("**Interest Rate**") to be computed from the date the Promoter received such amount/part thereof till the





date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Promoter (as stated in this clause), the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or car park and/or any common areas, appurtenant areas etc and the Promoter shall be entitled to deal with and/or dispose of the said Premises and/or the car park in the manner it deems fit and proper.

- (v) In case if the Allottee elects his remedy under sub-clause (iv) (a) above then in such a case the Allottee shall not subsequently be entitled to the remedy under sub-clause (iv)(b) above.
- (vi) If the Allottee fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then, the Allottee shall pay to the Promoter interest at the Interest Rate, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid, together with the interest thereon at the Interest Rate.
- (vii) Without prejudice to the right of the Promoter to charge interest at the Interest Rate mentioned at Clause 10(vi) above, and any other rights and remedies available to the Promoter, either (a) 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/its proportionate share of taxes levied by concerned local authority and other outgoings) and/or the Allottee committing three defaults of payment of Instalments of the Sale Consideration, the Promoter shall be entitled to at its own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee ("**Default Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee, of its intention to terminate this Agreement with detail/s 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 the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the period specified in the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee ("**Promoter Termination Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee. On the receipt of the Promoter Termination Notice by the Allottee, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this sub-clause, the Promoter shall be entitled to forfeit 15 percentage of the Sale Consideration ("**Forfeiture Amount**") as and by way of agreed genuine pre-estimate of liquidated damages/losses towards brokerage (if applicable), marketing expenses for sale to the Allottee and similar costs to be incurred towards re-sale of the said Premises along with administrative costs. The Promoter shall not be liable to refund Stamp Duty, Registration Charges and GST if





the same is borne by it on behalf of the Allottee. Within a period of 30 (thirty) days of the Promoter Termination Notice, the Promoter shall after deduction of the Forfeiture Amount refund the balance amount of the Sale Consideration to the Allottee. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever upon the Promoter and/or the said Premises and/or car park and/or common areas, appurtenant areas etc. and the Promoter shall be entitled to deal with and/or dispose of the said Premises and/or car parks in the manner it deems fit and proper.

11. The common areas, facilities and amenities in the said Real Estate Project that may be usable by the Allottee are listed in the Second Schedule hereunder written. The common areas, facilities and amenities in the Whole Project that may be usable by the Allottee and are listed in the Third Schedule hereunder written. The internal fitting and fixtures in the said Premises that shall be provided by the Promoter are listed in the Fifth Schedule hereunder written.

12. Procedure for taking possession:

- (i) Upon obtainment of the Occupancy Certificate from the VVCMC/competent authority and upon payment by the Allottee of the entire Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the said Premises to the Allottee in writing ("**Possession Notice**"). The Allottee agrees to pay the maintenance charges as determined by the Promoter or the Society, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 15 working days of receiving the Occupancy Certificate/Part Occupancy Certificate for the Real Estate Project.
- (ii) The Allottee shall take possession of the said Premises within 15 working days of the Possession Notice. Possession can be offered so long as the said Premises has been granted occupation certificate.
- (iii) Upon receiving the Possession Notice from the Promoter as per sub-clause (i) above, the Allottee shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Allottee only upon submission of such indemnities, undertakings and documentations. Irrespective of whether the Allottee takes or fails to take possession of the Premises within the time provided in sub-clause (ii) above, such Allottee shall continue to be liable to pay maintenance charges and all other charges with respect to the Premises, as applicable and as shall be decided by the Promoter, on expiry of the 15 days period from the Possession Notice.
- (iv) Within 15 (fifteen) days of receipt of the Possession Notice, the Allottee shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project and said Land including inter-alia, local taxes,





betterment charges, other indirect taxes of every nature, or such other levies by the VCMC or other 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 Real Estate Project and/or the said Land. Until the Society is formed and the concerned wing handed over, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion. The Allottee further agrees that till the Allottee's share is so determined by the Promoter at its sole discretion, the Allottee shall pay to the Promoter monthly contribution towards the outgoings as and when decided by the Promoter. The amounts so paid by the Allottee to the Promoter shall not carry any interest and shall remain with the Promoter until handover of the wing to the Society. On handover, the aforesaid amounts less any deductions as provided for in this Agreement, shall be paid over by the Promoter to the Society.

13. If within a period of 5 (five) years from the date of handing over the said Premises to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Premises or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the wilful default and/or negligence of the Allottee and/or any other allottees in the Real Estate Project.

14. The Allottee shall use the said Premises or any part thereof or permit the same to be used for residential/commercial use, as the case may be. The Allottee shall use the Car Parking Space/s only for purpose of parking vehicle.

15. Formation of the Society and Other Societies:

- (i) Upon 51% of the total number of units/premises in the Real Estate Project being booked by allottees, the Promoter shall initiate the process for formation of the society of allottees under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules.
- (ii) The Allottee shall, along with other allottees of premises/units in the Real Estate Project, join in forming and registering a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the rules thereunder and in accordance with the provisions of the RERA and RERA Rules, in respect of the Real Estate Project in which the allottees of the premises in the Real Estate Project alone shall be joined as members, except otherwise decided by the Promoter.
- (iii) The Promoter may opt to form a society for each of the four wings of the Real Estate Project, and require the Allottees of each such wing to become members of the society of their respective wing, or form one society for all 4 wings of the Real Estate Project and requires the allottees to become a member of such society ("**the Society**").





- (iv) For the above purpose, the Allottee shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee, so as to enable the Promoter to register the Society/s. No objection shall be taken by the Allottee if any changes or modifications are made in the draft/final bye-laws of the Society/s, as may be required by the Registrar of Co-operative Societies or any other Competent Authority or by the Promoter.
- (v) The name of the Society/s shall be solely decided by the Promoter.
- (vi) The Society/s shall admit all purchasers/ allottees/ transferees of flats and premises in the said Building as members, in accordance with its bye-laws.
- (vii) The Promoter shall be entitled, but not obliged to, join as a member of the Society/s in respect of unsold premises in the Real Estate Project, if any. Post handover to the Society, the Promoter shall continue to be entitled to such unsold premises and to undertake the marketing etc. in respect of such unsold premises. The Promoter shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium, any amount, compensation whatsoever to the Society/Apex Body for the sale/allotment or transfer of the unsold premises in the Real Estate Project or in the Whole Project, save and except the municipal taxes at actuals (levied on the unsold premises) and a sum of Rs.500/- (Rupees Five Hundred) per month in respect of each unsold premises towards the outgoings.
- (viii) The Promoter will be entitled to mortgage the unsold premises and raise finances thereon without requiring any No Objection from the Society.
- (ix) Post handover of the wing of the Real Estate Project or the Real Estate Project itself to the concerned society, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.
- (x) Upon 51% of allottees of premises/units in the other real estate projects to be developed on the said Land having booked their respective premises/units, the Promoter shall submit application/s to the competent authorities to form a co-operative housing society to comprise solely of the allottees of units/premises in those particular real estate project, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules (“**Other Societies**”). The Promoter shall similarly undertake the necessary steps for formation of the Other Societies in which the allottees of the premises/units comprised in the other real estate projects comprised in the said Land shall become members, in accordance with the provisions of the





Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder and the RERA and RERA Rules.

- (xi) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society and/or Other Societies, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the respective Society/Other Societies and their respective members/intended members including the Allottee, as the case may be, and the Promoter shall not be liable toward the same.

16. Handover to the Society/Other Societies:

- (i) On or before 3 months from the date of issuance of full occupation certificate for any particular wing of the Real Estate Project, the Promoter shall handover the concerned wing along with the common areas thereof to the Society of such wing for purposes of administration and management. Post such handover, the Promoter will not be responsible for the management, maintenance and upkeep of such wing.
- (ii) The Promoter shall undertake handover in the manner stated in 16(i) above to the Other Societies, with respect to their respective real estate projects/wings as well.
- (iii) In the event that the Promoter forms only one society of all 4 wings of the Real Estate Project, then, in that event, the process of handover contemplated this clause 16 will be done on or before 3 months from the full occupation certificate for all 4 wings of the Real Estate Project.

17. Formation of the Apex Body:

- (i) Before expiry of 3month of obtainment of the Occupation Certificate of the last real estate project in the layout of the said Land and the Whole Project, the Promoter shall submit application/s to the competent authorities to form a federation of societies comprising the Society and Other Societies, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules ("**Apex Body**").
- (ii) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Apex Body, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Apex Body and its members/intended members, and the Promoter shall not be liable toward the same.

18. Conveyance of the said Land to the Apex Body:





- (i) Within a period of 3 (three) months of obtainment of the Occupation Certificate of the last real estate project in the layout of the said Land and the Whole Project, the Promoter and Apex Body shall execute and register an Indenture of Conveyance whereby the Promoter shall convey all its right, title and interest in the land comprised in the said Land and in all areas, spaces, common areas, facilities and amenities in the said Land that are not already conveyed to the Society/Other Societies, in favour of the Apex Body ("**Apex Body Conveyance**").
- (ii) The Apex Body shall be required to join in execution and registration of the Apex Body Conveyance. The costs, expenses, charges, levies and taxes on the Apex Body Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Apex Body alone. Post the Apex Body Conveyance, the Apex Body shall be responsible for the operation and management and/or supervision of the said Land including any common areas facilities and amenities on the Larger Layout and the Promoter shall not be responsible for the same.
- (iii) Further, notwithstanding anything contained herein, the Promoter at its own discretion may dispose off to and/or enter into any joint venture / development arrangement with any third party for one or more buildings / other real estate projects to be constructed on the said Land and forming part of the Whole Project along with such portion of the Land and/or the development potential of said Land including FSI and/or TDR arising therefrom as the Promoter may deem fit except that of the Real Estate Project, in which case, the Promoter shall be entitled to either convey and/or enter into development agreement/ joint venture agreement and/or create a lease in perpetuity in favour of such third party, in respect of the said disposed off other real estate projects /building and such portion of the said Land and/or the development potential of said Land including FSI and/or TDR arising therefrom on such terms and conditions as the Promoter may deem fit. In the event, the Promoter chooses to retain one or more of such buildings / real estate projects, such lease in perpetuity / conveyance shall simultaneously be executed and registered by the Apex Body with the transfer deed which may be executed and registered in favour of the Apex Body as mentioned herein. In either case, the rights and entitlement of the Apex Body shall always be subject to the aforesaid conveyance or the lease in perpetuity as mentioned above;

19. The Allottee shall pay a Lumpsum Amount as decided by the Promoter before delivery of possession of the said Premises in accordance with Clause 10 above towards Adhoc society maintenance for 24 months.

20. The Allottee shall pay to the said Society for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law / Advocates of the Promoter in connection with this Agreement, the transaction contemplated hereby, for preparing the rules, regulations and bye-laws of the Society/Apex Body, and, the cost of preparing and engrossing document for handover, Apex Body Conveyance and other deeds, documents and writings.

21. The Promoter has informed the Allottee that there may be common access roads, street lights, common





recreation spaces, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the said Land. The Promoter has further informed the Allottee that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee along with other purchasers of flats/units/premises in the Real Estate Project and/or on the said Land, and the Allottee shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the allottees/purchasers of flats/units/premises on the Real Estate Project including the Allottee herein and the proportion to be paid by the Allottee shall be determined by the Promoter and the Allottee agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee nor any of the purchasers / allottees of flats/units/premises in the Real Estate Project shall object to the Promoter laying through or under or over the said Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/towers which are to be developed and constructed on any portion of the said Land. The Promoter shall be entitled to grant right of way or access or right to lay electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines through any part of the said Land to any third party and the same shall be binding on the Allottee, the Society, the Other Societies and the Apex Body.

22. The Promoter may appoint a third party/agency for the purpose of maintaining the Real Estate Project and the Whole Project on such terms and conditions as may be deemed fit.

23. Loan and Mortgage:

- (i) The Allottee shall be entitled to avail loan from a bank/financial institution and to mortgage the said Premises by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent of the Promoter. The Promoter shall be entitled to refuse permission to the Allottee for availing any such loan and for creation of any such mortgage/charge, in the event the Allottee has/have defaulted in making payment of the Sale Consideration and/or other amounts payable by the Allottee under this Agreement.
- (ii) All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Premises, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Premises, shall be solely and exclusively borne and incurred by the Allottee. The Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.
- (iii) The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner and shall be subject to and shall ratify the right and entitlement of the Promoter to receive the balance Sale Consideration and balance other amounts payable by the Allottee under this Agreement.
- (iv) In the event of any enforcement of security/mortgage by any bank/financial institution, the





Promoter shall be entitled to extend the necessary assistance/support as may be required under applicable law and also recover from the proceeds of such enforcement of security/mortgage, any monies due to it from the Allottee.

- (v) The Promoter shall be entitled to borrow additional money and/or mortgage the said Land / or any part thereof and/or any development potential arising therefrom and the structures standing thereon and/or the receivables of the premises as may be sold in Real Estate Project and/or Whole Project with any other financial institutions / banks / other persons /current financial institution for any amount / additional amount as the Promoter may deem fit without requiring any consent of any nature whatsoever from the Allottee in respect thereof.

24. Representations and Warranties of the Promoter:

The Promoter hereby represents and warrants to the Allottee as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Certificate, and subject to the RERA Certificate,-

- (i) The Promoter has clear and marketable title and has the requisite rights to carry out development upon the said Land and also has actual, physical and legal possession of the said Land for the implementation of the Whole Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to sell the said Premises, carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project and Whole Project;
- (iii) There are no encumbrances upon the Real Estate Project except those disclosed to the Allottee in the registration of the Real Estate Project;
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, 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 Real Estate Project, 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 Real Estate Project and common areas;
- (v) 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;
- (vi) 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 said Land and





the said Premises, which will, in any manner, affect the rights of Allottee under this Agreement;

- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee in the manner contemplated in this Agreement;
- (viii) At the time of execution of the Apex Body Conveyance, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Real Estate Project and the While Project along with the said Land to the Apex Body;
- (ix) 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 Real Estate Project to the competent Authorities till the date of offer of possession of the said Flat and thereafter shall be proportionately borne by the Allottee/Society/ies;
- (x) 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 Land) has been received or served upon the Promoter in respect of the said Land and/or the Project except those disclosed to the Allottee.

25. The Allottee, with intention to bring all persons into whosoever hands the Premises and/or its rights, entitlements and obligations under this Agreement, may come, hereby covenants with the Promoter as follows:-

- (i) To maintain the said Premises at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Real Estate Project which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said building in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities and Promoter.
- (ii) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Real Estate Project in which the said Premises 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, lifts, common passages or any other structure of the building in which the said Premises is situated, including entrances of the Real Estate Project in which the said Premises is situated and in case any damage is caused to the Real Estate Project in which the said Premises is situated or the said Premises on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- (iii) To carry out at his/her/its own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter





to the Allottee and shall not do or suffer to be done anything in or to the Real Estate Project in which the said Premises is situated or the said Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the said Premises 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.

- (iv) Not to demolish or cause to be demolished the said Premises 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 said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Real Estate Project in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Real Estate Project in which the said Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Premises without the prior written permission of the Promoter and/or the Society;
- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land and/or the Real Estate Project in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Land and/or the Real Estate Project in which the said Premises is situated.
- (vii) Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his share of security deposit/municipal taxes/charges/surcharges/cesses demanded by the concerned local authority or Government or for providing water, electricity or any other service connection to the Real Estate Project in which the said Premises is situated.
- (viii) Bear and pay in a timely manner and forthwith, all amounts, dues, taxes, Instalments of Sale Consideration, as required to be paid under this Agreement.
- (ix) Not to change the user of the said Premises without the prior written permission of the Promoter or in case where Society is formed, prior written permission of the Society;
- (x) The Allottee shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, Sale





Consideration and all other amounts payable by the Allottee to the Promoter under this Agreement, are fully and finally paid together with applicable interest thereon at the Interest Rate if any. In the event the Allottee is desirous of transferring the said Premises and/or its rights under this Agreement prior to making such full and final payment, then, the Allottee shall be entitled to effectuate such transfer only with the prior written permission of the Promoter.

- (xi) The Allottee shall observe and perform all the rules and regulations which the Society and Apex Body 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 said Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws 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 /Apex Body regarding the occupancy and use of the said Premises in the Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- (xii) 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 Premises and the Real Estate Project or any part thereof to view and examine the state and condition thereof. Furthermore, for the purpose of making, laying down, maintaining, repairing, rebuilding, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the Real Estate Project, the Promoter and their surveyors and agents with or without workmen and others, shall be permitted at reasonable times to enter into the said Premises or any part thereof and undertake the necessary works.
- (xiii) Not to, at any time, question the terms and conditions agreed to by him/her/it herein, and to adhere to and abide by all clauses of this agreement, without any dispute or demur.
- (xiv) Till the Apex Body Conveyance is executed in favour of the Apex Body, 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 Land, the buildings/towers/wings/units thereon, or any part thereof, to view and examine the state and condition thereof and carry out works if any.
- (xv) Not to affix any fixtures or grills on the exterior of the Real Estate Project or any part thereof for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the said Premises. For fixing grills on the inside of the windows, the standard design for the same shall be obtained by the Allottee from the Promoter and the Allottee undertakes not to fix any grill having a design other than the standard design approved by the Promoter.





- (xvi) Not to install a window air-conditioner within or outside the said Premises except at the designation provided by the Promoter.
- (xvii) The Allottee shall not create any hardship, nuisance or annoyance to any other allottees in the Real Estate Project and Whole Project.
- (xviii) Not to do either by himself/herself/itself/themselves or through any other person anything which may or is likely to endanger or damage the Real Estate Project, Whole Project or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and/or the installations for providing facilities in the Real Estate Project including any electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate etc. or any common areas, facilities and amenities.
- (xix) The Allottee is/are aware that alternate arrangements for water supply through tankers will be made for the Allottee's convenience, if required. Expenses incurred for the same will be charged in the maintenance bill till the water connection is received. The water connection from the appropriate authority shall be subject to availability and the rules, regulations and bye laws of such appropriate authority and the Promoter shall not be held responsible for the same. Expenses incurred for the same will be charged in the maintenance bill till the water connection is received. The Allottee shall not raise any objection and or claims about the unavailability of supply of water from the appropriate authority and shall not raise any objection and/or claims regarding liability to bear and pay for alternate arrangements for water supply through tankers made for his/her/their convenience.
- (xx) The Allottee shall not object to, protest or obstruct in the execution of work and construction on the said Land as contemplated herein;

26. The Allottee hereby represents and warrants to the Promoter as follows,-

- (i) He/she/it/they/is/are not prohibited from entering into this Agreement and/or to undertake the obligations, covenants etc. contained herein or enter into this Agreement and/or to undertake the obligations, covenants etc. contained herein;
- (ii) He/she/it/they/has/have not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up or dissolved, as the case may be and the Allottee is financially capable to honor his/her obligations under this Agreement; and
- (iii) He/she/they is/are not sentenced to imprisonment for any offence for more than 6 (six) months.

27. In case the Allottee is a non-resident/ foreign national of Indian Origin, then in respect of all remittances, acquisitions/transfer of the said Premises, it shall be his/her/their/its sole responsibility to comply with the provisions





of the 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 from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Allottee understands and agrees that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control laws and guidelines issued those issued by the Reserve Bank of India, the Allottee alone shall be liable for any action under the Foreign Exchange Management, 1999, or any other statutory modifications or re-enactments thereto and other applicable laws. The Allottee does hereby indemnify and keep the Promoter indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

28. The Promoter shall maintain a separate account in respect of sums received from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Society/Apex Body or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

29. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or the Real Estate Project or the said Land and/or any buildings/towers/wings as may be constructed thereon, or any part thereof. The Allottee shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, swimming pool, internal access roads and all other areas and spaces and the lands will remain the property of the Promoter as hereinbefore mentioned until the Apex Body Conveyance, unless otherwise agreed to by the Promoter.

30. Promoter shall not mortgage or create a charge:

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Premises 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 who has taken or agreed to take such said Premises. Provided however, that nothing shall affect the already subsisting mortgage/charge created over the said Premises as mentioned in **Annexure "2"** herein.

31. Forfeiture:

If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee 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 for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, the application/booking of the Allottee shall be treated as cancelled and all sumfs deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever after forfeiture of 15% of the Sale Consideration, which the parties agree will be a genuine pre-estimate of liquidated damages towards marking, brokerage, administrative charges incurred





for sale of the said Premises to the Allottee and for re-sale thereof.

32. Entire Agreement:

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, booking forms, letters of acceptance, allotment letters, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Premises, Real Estate Project, Whole Project or said Land, as the case may be.

33. Right to Amend:

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

34. Provisions of this Agreement applicable to 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 Real Estate Project and Whole Project shall equally be applicable to and enforceable against any subsequent allottees of the said Premises, in case of a transfer, as the said obligations go along with the said Premises, for all intents and purposes.

35. Severability:

If any provision of this Agreement shall be determined to be void or unenforceable under the RERA or the rules and regulations made thereunder or under other applicable laws, such provisions of this Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the RERA 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.

36. Method of calculation of proportionate share:

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Real Estate Project/Whole Project as the case may be, the same shall be a joint and several liability/obligation and be in proportion to the carpet area of the said Premises to the total carpet area of all the other premises/units/areas/spaces in the Real Estate Project/Whole Project as the case may be.

37. 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.

38. Waiver:

No forbearance, indulgence or relaxation or inaction by either Party at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice the rights of such Party to require performance of that provision and any waiver or acquiescence by such Party of any breach of any of the provisions of these presents by the other Party shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

39. Place of Execution:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, 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 concerned office of the Sub-Registrar at Vasai. Hence this Agreement shall be deemed to have been executed at Vasai.

40. The Allottee and/or Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.

41. 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 Courier or Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Mr. Naga Ram, Age: 29, Occupation: Business, PAN No.: BMWPR5440Q, Email Id: devchoudhary2500@gmail.com, Address: B-708, Vimal Residency, Yashwant Gaurav, Nallasopara West, Taluka- Vasai, District- Palghar,401203

Mr. Sohan Lal, Age: 27, Occupation: Business, PAN No.: BISPL8404L, Email Id: devchoudhary2500@gmail.com, Address: B-708, Vimal Residency, Yashwant Gaurav, Nallasopara West, Taluka- Vasai, District- Palghar,401203

Promoter Name	:	M/S. UNIQUEPOONAM HOMES LLP (PAN - AAGFU5947E)
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Promoter Address	:	18, 19, 20, 4 th Floor, 195, Saheb Building, Jivaji Lane, Bora Bazar, Fort, Mumbai-400001, Maharashtra, India
Notified Email ID	:	accounts@skycityvirar.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 / email failing which all communications and letters posted and emails at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

42. Joint Allottees:

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

43. Stamp Duty and Registration Charges:

The charges towards stamp duty fees and registration charges of this Agreement and all out of pocket costs, charges and expenses on all documents for sale and/or transfer of the said Premises shall be borne by the Promoter and any miscellaneous charges to be incurred for the stamping and registration of this agreement shall be borne by the Allottee(s).

44. Dispute Resolution:

Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of the RERA and the rules and regulations made thereunder.

45. Governing Law:

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Vasai, and the Courts of Law in Vasai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

46. Construction of this Agreement:

- (i) Any reference to any statute or statutory provision shall include,-





- a) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and
- b) any amendment, modification, re-enactment, substitution or consolidation thereof (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment, substitution or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted, substituted or consolidated) which the provision referred to has directly or indirectly replaced;
- (ii) Any reference to the singular shall include the plural and vice-versa;
- (iii) Any references to the masculine, the feminine and/or the neuter shall include each other.
- (iv) The Schedules and Annexes form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it;
- (v) References to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- (vi) Each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
- (vii) References to a person (or to a word importing a person) shall be construed to include:
- a) An individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/separate legal entity); and
- b) That person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement.

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





THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the said Land)

All those pieces and parcels of land, measuring (as detailed below) or thereabouts, mentioned below together with corresponding extents, all situate at Village Nilemore, Taluka Vasai, District Palghar, Maharashtra as under:

Sr. No.	Land	Gut / Survey No.	Hissa No.	Area	Bounded as Gut No.			
					By North	By South	By East	By West
1.	A	220	6	15,489.73	30.00 Wide DP Road	Riddhi Vinayak Hospital (S. No. 223)	30.00 Wide DP Road	220/1
2.a.	B	224	B/1	40.62	220/6	Riddhi Vinayak Hospital (S. No. 223)	30.00 Wide DP Road	Riddhi Vinayak Hospital (S. No. 223)
2.b.	B	224	B/2	2090.09	30.00 Wide DP Road	30.00 Wide DP Road	224/B/3	30.00 Wide DP Road
2.c.	B	224	B/3	1209.31	224/4	224/5	226 & Railway Boundary	224/B2

THE SECOND SCHEDULE ABOVE REFERRED TO:

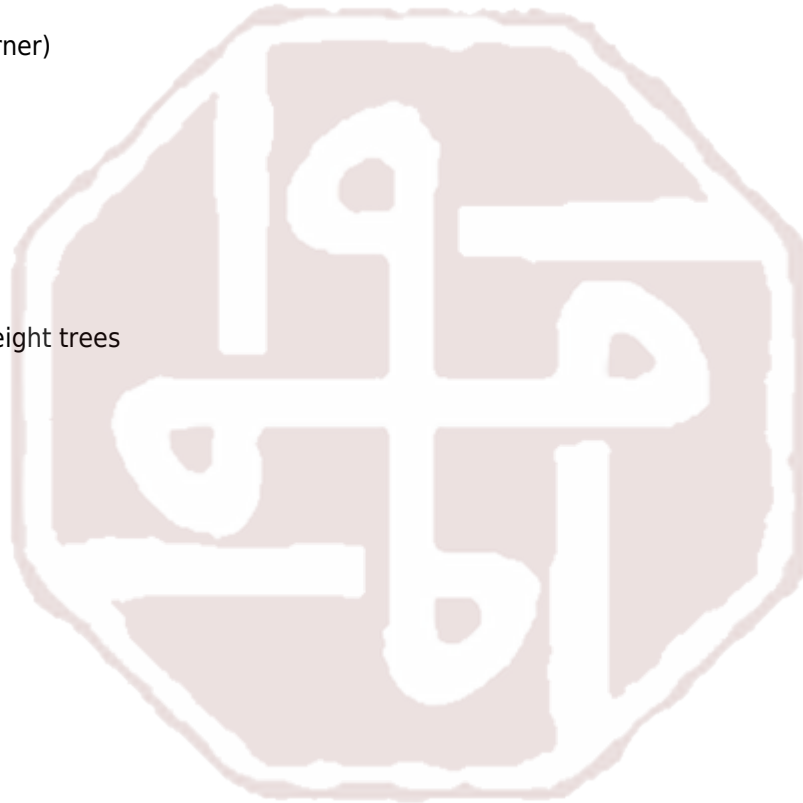
(Common Areas and Facilities of the Real Estate Project)

The common areas, facilities and amenities of the Real Estate Project that may be usable by the Allottee.





- Grand entrance lobby
- Branded elevators
- Firefighting system
- CCTV with 24x7 security
- Security services
- Rainwater harvesting
- Common sewage treatment plant
- Reading nook (Reading corner)
- Party Lawn
- Meditation decks
- Working Pods
- Potted plants with small height trees
- Leisure Lawn
- Walkway
- Multi-play Area
- Gathering Lawn



THE THIRD SCHEDULE ABOVE REFERRED TO:

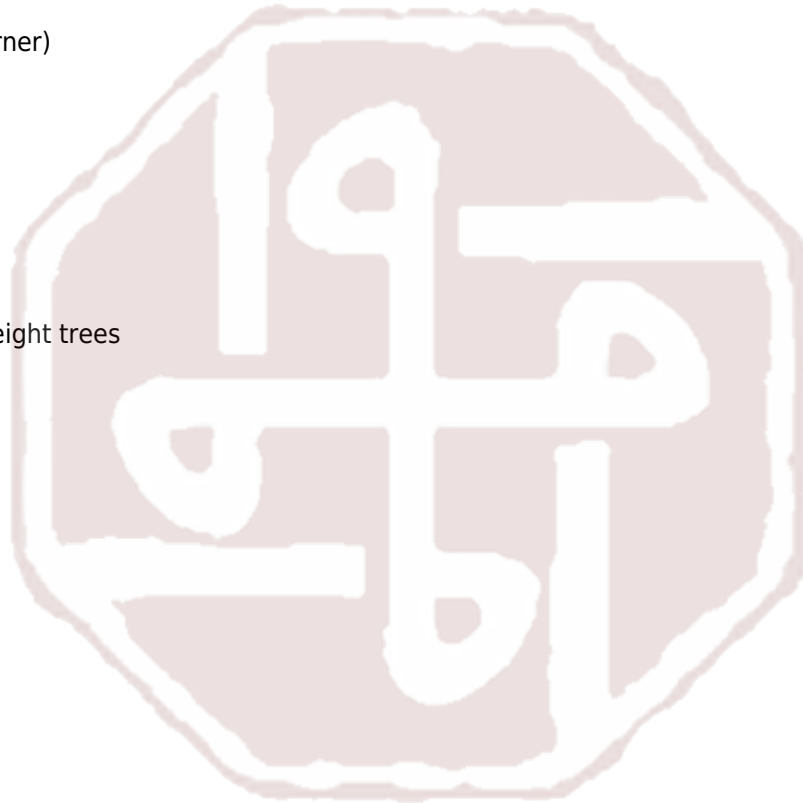
(Common Areas and Facilities of the Whole Project)

The common areas, facilities and amenities of the Whole Project that may be usable by the Allottee.





- Grand entrance lobby
- Branded elevators
- Firefighting system
- CCTV with 24x7 security
- Security services
- Rainwater harvesting
- Common sewage treatment plant
- Reading nock (Reading corner)
- Party Lawn
- Meditation decks
- Working Pods
- Potted plants with small height trees
- Leisure Lawn
- Walkway
- Multi-play Area
- Gathering Lawn



THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Description of the Premises)

Flat No. **1808**, admeasuring **26.50** square meters of carpet area and Enclosed balcony of **0.00** square meters on the Floor No. **18th floor** in the Wing **F** of the said Building No. 2 known as Sky City Phase - I standing on all that piece and parcel of land described in First Schedule above.





THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Amenities, specifications and internal fittings and fixtures of the said Premises)

Flooring:

Mirror finished vitrified flooring in all rooms

Anti-skid rustic files in bath & WC

Kitchen:

Stainless steel sink

Ceramic tiles up to window level

Adequate electrical points provided for kitchen appliances

Walls & Paints:

Plastered smooth finish with OBD Paint

Doors & Windows:

Attractive main door with elegant laminate finishing

Powder coated aluminium sliding windows

Marble and granite window stilts

Electrification:

Branded concealed wiring with MCB and AC points provision

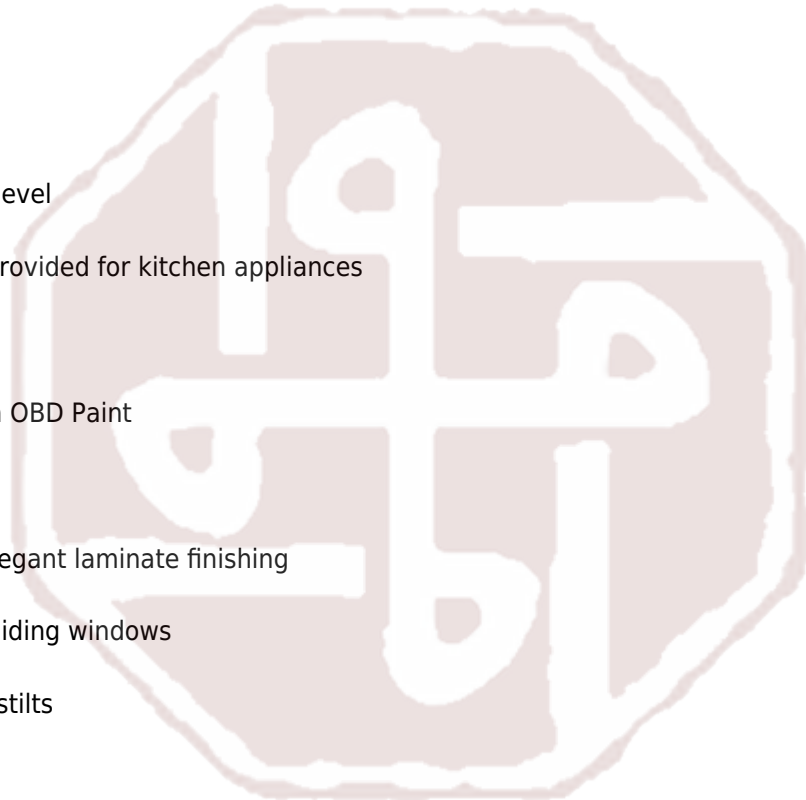
Bath & WC:

Designer bathrooms with branded sanitary ware

Concealed plumbing with premium C.P. fittings

Granite door frame for bathroom

Hot & Cold mixture for showers only





RECEIPT

Received of and from the Purchaser/s the sum of **Rs.281000/-** as and by way of Booking Amount.





Execution -Party Details

Sr.NO	Party Name and Address	Execution Date	Party Type	Photo
1	Naga Ram , PAN No.: BMWPR5440Q Age: 29, Address : B-708, Vimal Residency, Yashwant Gaurav, Nallasopara West, Taluka- Vasai, District- Palghar, Nala B.O Vasai Palghar MAHARASHTRA 401203	Photo Captured on 2024-03-02 12:09:05 Biometric Captured on 2024-03-02 12:09:57	Purchaser/Buyer/Executor	
2	Sohan Lal , PAN No.: BISPL8404L Age: 27, Address : B-708, Vimal Residency, Yashwant Gaurav, Nallasopara West, Taluka- Vasai, District- Palghar, Nala B.O Vasai Palghar MAHARASHTRA 401203	Photo Captured on 2024-03-02 12:10:48 Biometric Captured on 2024-03-02 12:11:24	Purchaser/Buyer/Executor	
3	Organization/Developers : Ms Uniquepoonam Homes LLP Its Partner Piyush Ashok Mehta , PAN No.: AAGFU5947E Age: 44, Address : 18, 19, 20, 4th Floor, 195, Saheb Building, Jivaji Lane, Bora Bazar, Fort, Mumbai 400001,	Photo Captured on 2024-03-06 13:16:14 Biometric Captured on 2024-03-06 13:17:43	Seller/Executor	

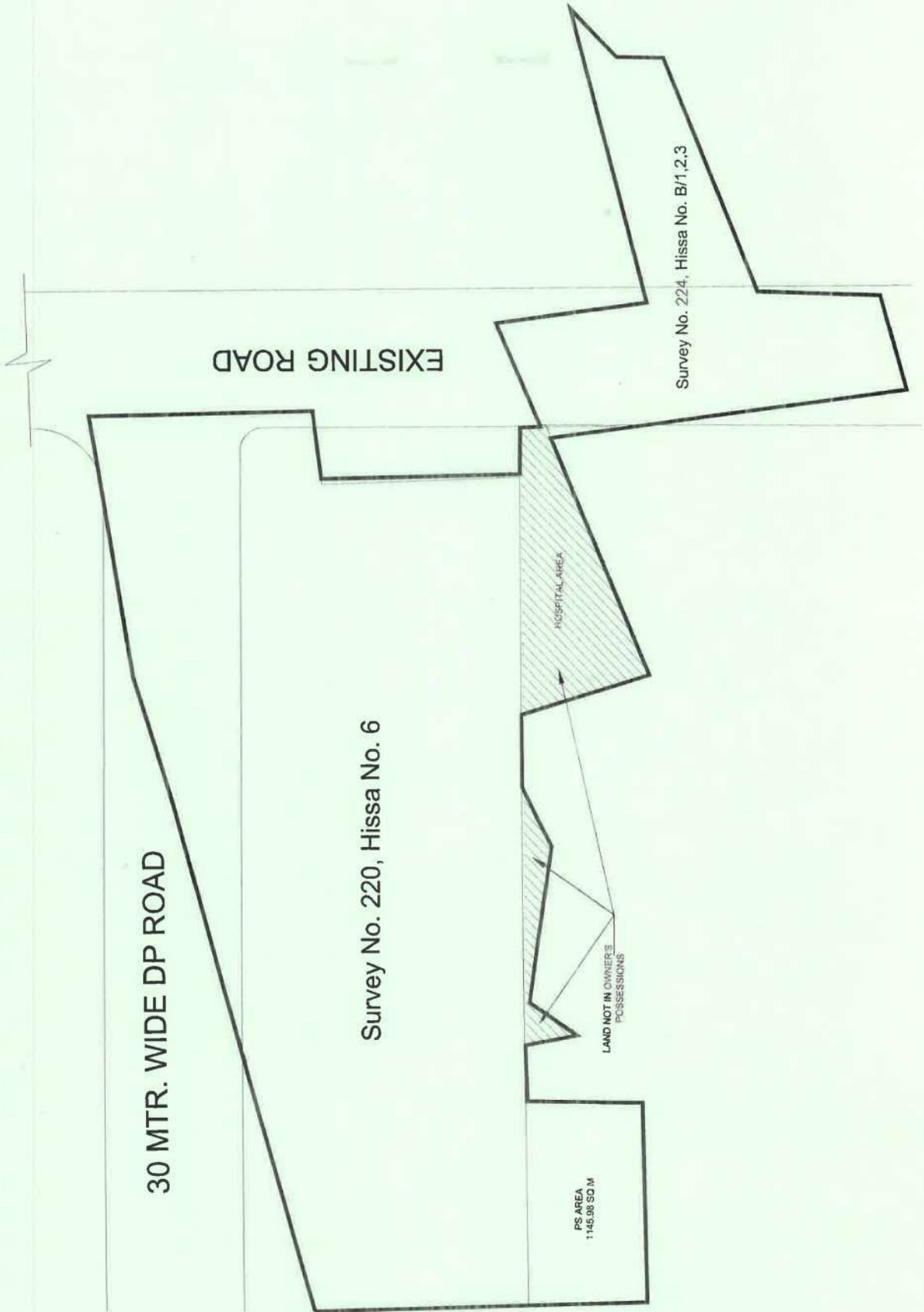
Witness

Sr.NO	Identifier/Witness Name and Address	Photo
1	Anuj Mali Nalasopara , Maharashtra	
2	Sanjay Mishra Nalasopara , Maharashtra	

Reason: Executing the document
Location: Vasai, Nilemore
Date: 06-03-2024 12:00:00



ANNEXURE " 1 "





ANNEXURE "2"

Details of Mortgages pertaining to Larger Land or any part thereof

The said Real Estate Project is financed by Bajaj Housing Finance Limited (BHFL) vide Mortgage Deed registered with the Sub-Registrar Vasai-2, District Palghar bearing registration no. VASAI2/8187/2022 dated 10.05.2022.





ANNEXURE "3"

Details of Real Estate Project: Sky City Phase I

MahaRERA Registration No.: P99000045278

Sr. No.	Particulars	Total No. of Wings Proposed			
		F	G	H	I
1	Total No. of Floors in Each Wing	22	22	22	22
2	Total No. of Units in Each Wing	173	173	173	173
3	Total No. of Car Parking in Each Wing	42	42	42	46





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 :
P99000045278

Project: **SKY CITY PHASE, I**Plot Bearing / CTS / Survey / Final Plot No.: **S No 220 H No 6 and S No 224/B/1 and 224/B/2 and 224/B/3 at Vasai-Virar City (M Corp), Vasai, Palghar, 401303;**

1. **Uniquepoonam Homes Llp** having its registered office / principal place of business at **Tehsil: Mumbai City, District: Mumbai City, Pin: 400001.**
2. This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with the allottees;
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (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 **10/05/2022** and ending with **31/12/2028** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
 - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
 - That the promoter shall take all the pending approvals from the competent authorities
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

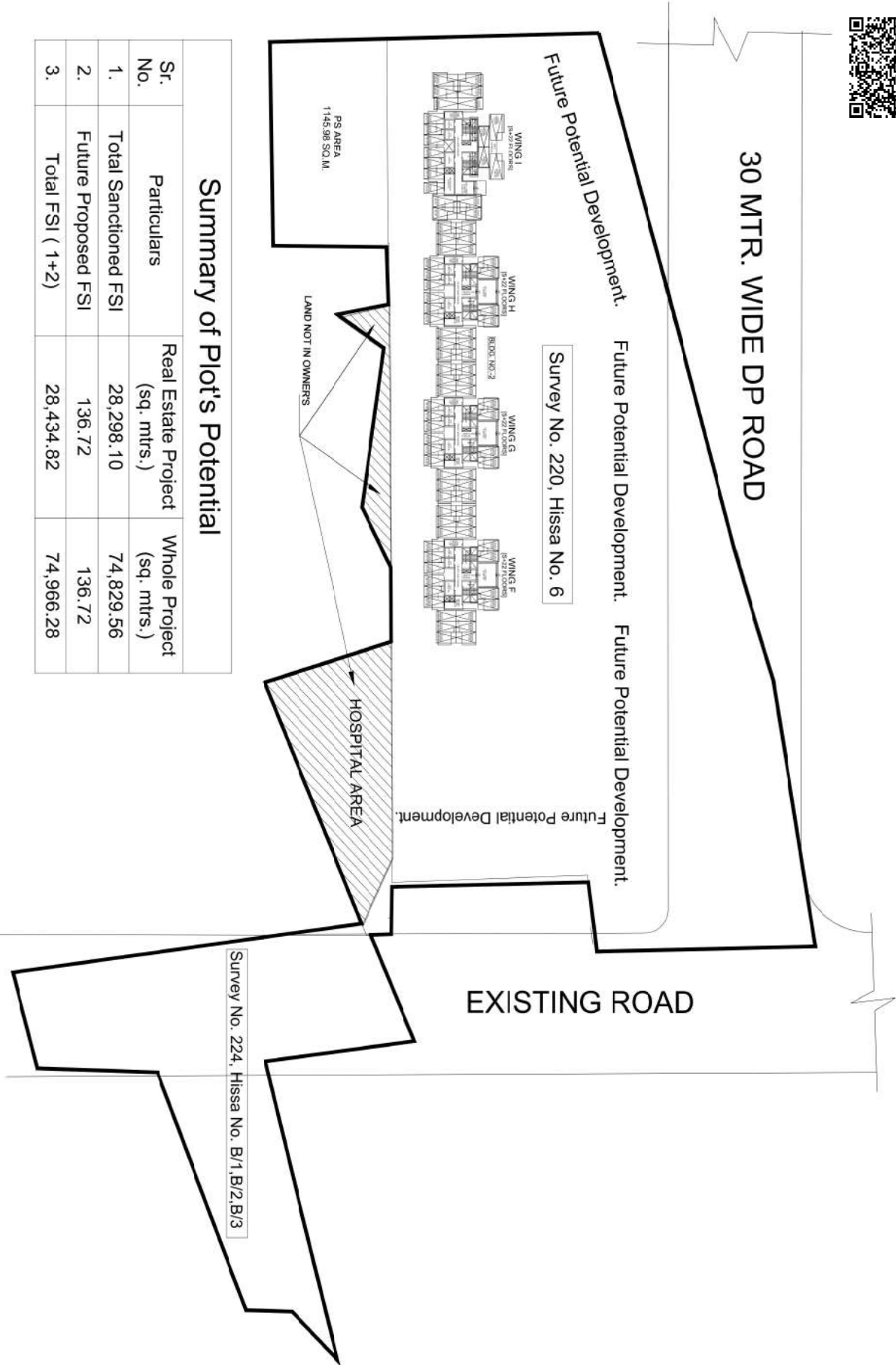
Signature valid
Digitally Signed by
Dr. Vasant Premnand Prabhu
(Secretary, MahaRERA)
Date:20-10-2022 16:08:44

Dated: **20/10/2022**
Place: **Mumbai**

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



ANNEXURE "5"




Summary of Plot's Potential

Sr. No.	Particulars	Real Estate Project (sq. mtrs.)	Whole Project (sq. mtrs.)
1.	Total Sanctioned FSI	28,298.10	74,829.56
2.	Future Proposed FSI	136.72	136.72
3.	Total FSI (1+2)	28,434.82	74,966.28



ANNEXURE "6"


List of Approvals and Sanctions

- a) Revised Development Permission vide outward no. VVCMC/TP/RDP/V & 5894/540/2022-23 dated 14.03.2023 along with approved Layout Plan 
- b) Amalgamation & Revised Development Permission vide outward no. VVCMC/TP/RDP/VP-6157/724/2021-22 dated 30.12.2021 along with approved Layout Plans.
- c) Environment Clearance of File No. SIZ/MH/MIS/214442/2021 vide EC Identification No. EC22B038MH116599 dated 15.04.2022.
- d) Consent to Establish for Residential Cum Commercial Building Project granted vide No. Format1.0/CC/UAN No.0000134481/CE/2207000138 dated 03.07.2022.
- e) Project Architect's Letter dated 25/04/2022 stating the Project **Sky City Phase I (Wings F to I)** is being constructed on Survey No. 220, Hissa No. 6.



ANNEXURE “7”

Documents of allotment of the said Land

- a) Registered Deed of Conveyance dated 13th March, 1990 in respect bearing survey no. 220 therein referred to as survey no. 220 (part). 
- b) Registered Deed of Conveyance dated 14th March, 1990 in respect of land bearing survey no. 220 therein referred to as survey no. 220 (part).
- c) Registered Gift Deed dated 31st March, 2017 in respect of a portion of land bearing Survey No.220 Hissa No. 6 i.e., Land A and therein referred to as Survey No. 220/C (PART) and Survey No. 220/ B (PART).
- d) Registered Gift Deed dated 8th April, 2019 in respect of portion of land bearing Survey No. 220 Hissa No.6 i.e., Land A and therein referred to as Survey No. 220 part.
- e) Registered Deed of Conveyance dated 22nd March, 2021 in respect of land bearing Survey no. 220 Hissa No. 6, further rectified by a Deed of Rectification dated 25th March, 2021.
- f) Limited Liability Partnership Deed dated 1st April, 2021 whereby Mr. Piyush Ashok Mehta, Mr. Anup Ashok Mehta, Mr. Ashwin Manek Mehta, Mrs. Chanda Ashok Mehta, Mr. Ashok Mohanlal Mehta, and Mr. Manek Jugraj Mehta agreed to carry on the business as “Uniquepoonam Homes LLP” being the Promoter.





SUHAS S. PATIL

B. Com., LL. B.

ADVOCATE, HIGH COURT

Office : No.2, 32, Raja Bahadur Mar
Ambalal Doshi Marg Fort
Mumbai 400 001.

Residence : Laxmi-Sadan House No. 206,
Vasai Bhandarali, Vasai (W), Dist Palghar.
suhas.patil.adv@gmail.com

Mob. : 7021974074

FORMAT – A
(Circular No. 28/2021)

To
MahaRERA
6th and 7th Floor,
Housefin Bhavan, Plot No. C-21
E-Block, Bandra Kurla Complex,
Bandra (E), Mumbai 400051.

LEGAL TITLE REPORT

Sub: Title clearance certificate with respect to Survey No. 220 Hissa No. 6, admeasuring approximately 15,489.73 square meters ("**Land A**") and Plot bearing Survey Nos. 224/B/1, Survey Nos. 224/B/2 and Survey No. 224/B/3 together admeasuring approximately 3340 square meters situated at Village Nilemore, Taluka Vasai, District Palghar ("**Land B**"). Land A and Land B are hereinafter collectively referred to as the said Land.

1. We have investigated the title of the said Land on the request of M/s. Unique Poonam Homes LLP ("**Promoter**") and following documents i.e.:-

i. **Description of the property**

All those pieces and parcels of land bearing Survey No. 220 Hissa No. 6, admeasuring approximately 15,489.73square meters ("**Land A**") and Plot bearing Survey Nos. 224/B/1, Survey Nos. 224/B/2 and Survey No. 224/B/3 together admeasuring approximately 3340 square meters situated at Village Nilemore, Taluka Vasai, District Palghar.





lying, being and situate at village Nilemore, Taluka Vasai, District Palghar and have found the title of the said land to be clear, marketable and free from all encumbrances.

ii. Documents of allotment of the said Land:-

- a. Registered Deed of Conveyance dated 13th March, 1990 in respect of land bearing survey no. 220 therein referred to as survey no. 220 (part).
- b. Registered Deed of Conveyance dated 14th March, 1990 in respect of land bearing survey no. 220 therein referred to as survey no. 220 (part).
- c. Registered Gift Deed dated 31st March, 2017 in respect of a portion of land bearing Survey No. 220 Hissa No. 6 i.e. Land A and therein referred to as Survey No. 220/C (PART) and Survey No. 220/ B (PART).
- d. Registered Gift Deed dated 8th April, 2019 in respect of portion of land bearing Survey No. 220 Hissa No.6 i.e. Land A and therein referred to as Survey No. 220 part.
- e. Registered Deed of Conveyance dated 22nd March, 2021 in respect of land bearing Survey no. 220 Hissa No. 6, further rectified by a Deed of Rectification dated 25th March, 2021.
- f. (i) Updated search report dated 3rd March 2022 in respect of land bearing S. No. 220, Hissa No. 6 from 1948 to 2022 and (ii) Updated search report dated 3rd June 2023 in respect of land bearing S. No. 224/B/1, 224/B/2 and 224/B/3 from 1932 to 2022.
- g. Limited Liability Partnership Deed dated 1st April, 2021 whereby Mr. Manek Jugraj Mehta, Mrs. Chanda Ashok Mehta, Mr. Ashok Mohanlal Mehta, Mr. Piyush Ashok Mehta, Mr. Anup Ashok Mehta and Mr.



SUHAS S. PATIL

B. Com., LL. B.

ADVOCATE, HIGH COURT

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Vasai Bhandarali, Vasai (W), Dist Palghar.
suhas.patil.adv@gmail.com

Mob. : 7021974074



Ashwin Manek Mehta agreed to carry on the business as "UNIQUEPOONAM HOMES LLP" being the Promoter.

h. Registered Deed of Mortgage dated 10/05/2022, document No. 8187/2022, executed between M/s. Uniquepoonam Homes LLP – Mortgager and Bajaj Housing Finance Ltd – Mortgagee, in respect of land bearing Survey No. 220, Hissa No. 6, admeasuring 10387.05 sq. mtrs. out of 166.70.00 R. sq. mtrs. and Building No. 2 consisting of Wing F,G,H and I and total 692 Flats standing on the said Land.

iii. 7/12 extracts :

(i). 7/12 extract dated 08/02/2022 issued by Talathi Saja Nilemore in respect of Land A, mutation entry no. 2406 in respect of Land A.

ii) 7/12 extract dated 05/11/2019 for Survey No. 224/B/1, dated 05/11/2019 for Survey No. 224/B/2 and dated 11/12/2019 for Survey No. 224/B/3 issued by Talathi Saja Nilemore in respect of Land B and mutation entry no. 2240 in respect of Land B.

iv. Search Reports :

(i) Updated Search report dated 3rd March 2022 in respect of Land A from 1948 to 2022.

(ii) Updated Search report dated 3rd June 2023 in respect of Land B from 1932 to 2022.

2. On perusal of the above-mentioned documents and all other relevant documents relating to title of the said Land, we are of the opinion that the title of M/s. Uniquepoonam Homes LLP is clear, marketable and without any encumbrances.



SUHAS S. PATIL

B. Com., LL. B.

ADVOCATE, HIGH COURT

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Vasai Bhandarali, Vasai (W), Dist Palghar.
suhas.patil.adv@gmail.com

Mob. : 7021974074



3. Owners of the said Land :

- (1) Shri Manek Jugraj Mehta and Smt. Chanda Ashok Mehta -Survey No. 220 Hissa No. 6.
- (2) Shri. Ashok Mohanlal Mehta and Shri Manek Jugraj Mehta – Survey Nos. 224/B/1and Survey No. 224/B/3.
- (3) **Qualifying comments/ remarks if any** – (i) By and under a Deed of Limited Liability Partnership dated 1st Day of April, 2021 executed under the Limited Liability Partnership Act, 2008Mr. Manek Jugraj Mehta, Mrs. Chanda Ashok Mehta, Mr. Ashok Mohanlal Mehta, Mr. Piyush Ashok Mehta and Mr. Ashwin manek Mehtaagreed to to carry on the business as “Uniquepoonam Homes LLP” being the Promoter. By way of Memorandum of Understanding dated 1st Day of April, 2021, Mr. Manek Jugraj Mehta, Mrs. Chanda Ashok Mehta and Mr. Ashok Mohanlal Mehta agreed to bring the said Land i.e. Survey No. 220 Hissa No. 6, Survey Nos. 224/B/1, Survey Nos. 224/B/2and Survey No. 224/B/3 as their capital contribution into the Promoter thereby making it the asset of the Promoter.

- I. The detailed report reflecting the flow of the title of M/s. Uniquepoonam Homes LLP on the said Land is enclosed herewith as annexure.

Date :- 03/06/2023.

SUHAS S PATIL



Advocate

S. PATIL
B. Com., LL. B.
Advocate



ANNEXURE "9"



अहवाल दिनांक : 14/06/2022



महाराष्ट्र शासन

गाव नमुना सात (अधिकार अभिलेख पत्रक)

[महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवद्दा (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यातील नियम ३,५,६ आणि ७]

गाव :- निळेमोरे

तालुका :- वसई

जिल्हा :- पालघर

भूमापन क्रमांक व उपविभाग : 220/6

भू-धारणा पध्दती : भोगवटादार वर्ग -1		शेताचे स्थानिक नाव :					कुळ, खंड व इतर अधिकार
क्षेत्र, एकक व आकारणी	खाते क्र.	भोगवटादाराचे नांव	क्षेत्र	आकार	पो.ख.	फे.फा.	
क्षेत्राचे एकक : आर.चौ.मी	515	मे.रीध्दी विनायक क्रिटीकल केअर अॅन्ड मेडिकल	11.80.27	370.58		(2452)	कुळाचे नाव व खंड
अनुषंगिक क्षेत्र		रिसर्च सेंटर प्रा.सि तर्फे डायरेक्टर ब्यंकट पोयल					
विन शेता आकारणी	166.70.00	[4143] [भूमापन-ग्यान्वन्ट-मेहता	0.83.35	1.53		(2231)	इतर अधिकार
	5001.00	1247 मणिक जुगराज मेहता	77.44.87	2315.21		(2452)	इतर
		1287 चंदा अशोक मेहता	77.44.86	2315.21		(2452)	पेनिमल नोंद - (1)
		[4300] [भूमापन-ग्यान्वन्ट-मेहता				(2169)	विरार रेल्वे कामगोडमारी मुसंपादन (1)
							मुकद्दा
							मुकद्दा (739)
							अनुषंगिक वापर
							मा.तहसीलदार वसई पांचेकडील पत्र क्र.
							महसूल/क.1/टि.1/जमिनावव/कावि/एसआर.436/2019
							दि.20/07/2019 अन्वये रहिवास व वाणिज्य विनशेती व
							रूपांतरण कर भरणा (2243)
							प्रत्यक्ष फेरफार : 2489
							शेवटचा फेरफार क्रमांक : 2452 व दिनांक : 08/02/2022
जुने फेरफार क	(1) (86) (739) (1181) (1189) (1325) (1326) (1327) (2169) (2231) (2243) (2382) (2391) (2406)						सांगा आणि भूमापन चिठ्ठे

गाव नमुना बारा (पिकांची नोंदवही)

[महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवद्दा (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यातील नियम २९]

गाव :- निळेमोरे

तालुका :- वसई

जिल्हा :- पालघर

भूमापन क्रमांक व उपविभाग : 220/6

पिकाखालील क्षेत्राचा तपशील										लागवडीसाठी उपलब्ध नसलेली जमीन		जल सिंचनाचे साधन	शेरा		
मिश्र पिकाखालील क्षेत्र										निर्भळ पिकाखालील क्षेत्र		स्वरूप	क्षेत्र		
घटक पिके व प्रत्येकाखालील क्षेत्र															
वर्ष	हंगाम	खाता क्रमांक				पिकाचे नाव	जल सिंचित	अजल सिंचित	पिकाचे नाव	जल सिंचित	अजल सिंचित				
(१)	(२)	(३)	*४	*५	*६	(७)	(८)	(९)	(१०)	(११)	(१२)	(१३)	(१४)	(१५)	(१६)
						आर. चौ.मी		आर. चौ.मी		आर. चौ.मी	आर. चौ.मी		आर. चौ.मी		

सूचना :- सदरचे क्षेत्र अकृषक क्षेत्रामध्ये रूपांतरीत झाले असल्याने या क्षेत्रासाठी गाव नमुना न.१२ ची आवश्यकता नाही

"या प्रमाणित प्रतीसाठी फी म्हणून ₹५/- रुपये मिळाले."

दिनांक :- 14/06/2022

सांकेतिक क्रमांक :- 272100084211700002620221180

(नव्व :- एस. जि. निळेमोरे)

तलाठी साह्या :- निळेमोरे वसई जि :- पालघर

तलाठी सजा निळेमोरे
ग. वसई, जि. पालघर



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14/06/2022



अहवाल दिनांक : 14/06/2022



महाराष्ट्र शासन

गाव नमुना सात (अधिकार अभिलेख पत्रक)

[महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवहा (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यातील नियम ३,५,६ आणि ७]

गाव :- निळेमोरे

तालुका :- वसई

जिल्हा :- पालघर

भूमापन क्रमांक व उपविभाग : 224/ब/1

भू-धारणा पध्दती : भोगवटादार वर्ग -1

शेताचे स्थानिक नाव :

क्षेत्र, एकक व आकारणी	खाते क्र.	भोगवटादाराचे नांव	क्षेत्र	आकार	पो.ख.	फे.फा.	कुळ, खंड व इतर अधिकार
क्षेत्राचे एकक आर.चौ.मी अकृषक क्षेत्र विन शेती आकारणी 0.40.62 4.00	1251	अशोक मोहनलाल मेहता माणिक जुपराल मेहता -----साभाईक क्षेत्र-----	0.40.62	4.00		(2240) (2240)	कुळाचे नाव व खंड इतर अधिकार अकृषक वापर भा.वहसिलदार सो वसई कांचेकडिल क्र.महसूल/क-1/ट-1/जमीनवाच/काचि/एसआर- 391/2018 दि 29/10/2018 चांचे काडील आदेशातील नमुद 1 ते 10 अटी व शर्तीस अधीन राहून खिबास व वाणिज्य प्रयोजनार्थ विनशेती नोंद केली असे. (2240) इतर हॉस्पिटल रिझर्वेशन क्षेत्र (2240) तुकडा (2240) प्रलंबित फरफार : नाही. शेवटचा फेरफार क्रमांक : 2349 व दिनांक : 16/12/2021
मुने फेरफार क्र. (1) (268) (376) (739) (1182) (1366) (1922) (2182) (2196) (2228) (2349)							सोपा आणि भूमापन चिन्हे :

गाव नमुना बारा (पिकांची नोंदवही)

[महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवहा (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यातील नियम १९]

गाव :- निळेमोरे

तालुका :- वसई

जिल्हा :- पालघर

भूमापन क्रमांक व उपविभाग : 224/ब/1

वर्ष	हंगाम	खाता क्रमांक	पिकाखालील क्षेत्राचा तपशील						लागवडीसाठी उपलब्ध नसलेली जमीन	जल सिंचनाचे साधन	शेरा		
			मिश्र पिकाखालील क्षेत्र			निर्मळ पिकाखालील क्षेत्र							
			घटक पिके व प्रत्येकाखालील क्षेत्र	पिकाचे नाव	जल सिंचित	अजल सिंचित	पिकाचे नाव	जल सिंचित				अजल सिंचित	
(१)	(२)	(३)	*४ *५ *६	(७)	(८)	(९)	(१०)	(११)	(१२)	(१३)	(१४)	(१५)	(१६)
				आर. चौ.मी	आर. चौ.मी			आर. चौ.मी	आर. चौ.मी		आर. चौ.मी		

सूचना :- सदरचे क्षेत्र अकृषक क्षेत्रामध्ये रूपांतरीत झाले असल्याने या क्षेत्रासाठी गाव नमुना न.१२ ची आवश्यकता नाही

"या प्रमाणित प्रतीसाठी फी म्हणून ₹५/- रुपये मिळाले."

दिनांक :- 14/06/2022

सांकेतिक क्रमांक :- 272100084211700002620221182

(नाव :- एस. जि. मिर्झ)

तलाठी साईध :- निळेमोरे :- वसई जि :- पालघर

तलाठी सजा निळेमोरे
ग. वसई, जि. पालघर

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14/06/2022



अवधायन दिनांक : 31/05/2021



महाराष्ट्र शासन

गाव नमुना सार
अधिकार अभिलेख पत्रक

[महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवहा (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ बसलेला नियम ३,५,६ आणि ७]

गाव :- निकेमो

तालुका :- वसई

जिल्हा :- पालघर

शेवटचा फेरफार क्रमांक : 2240 व दिनांक : 13/03/2020

भूमापन क्रमांक व उपविभाग : 224/ब/2

भूमापन क्रमांक व उपविभाग 224/ब/2		भू-धारणा पध्दती भोगवटदार वर्ग -1	भोगवटदाराचे नांव				
शेताचे स्थानिक नांव :-			क्षेत्र	आकार	पो.ख.	फे.फा	खाते क्रमांक
क्षेत्र एकक	आर. चौ.मी	वसई - बितार ग्राह्य महानगरपालिका	20.90.07	209.00		(2240)	1252
मिन शेती	20.90.07						मुळारचे नाव
मिन शेती आकारणी	209.00						इतर अधिकार
विशेष	-						अकृषिक बांध
बागायत	-						भा.अहिलेख सो वसई रुनेकॉट
तरी	-						क्र.महसूल/क-1/रि-1/बमीनबाब/कावि/एसआर- 391/2018 दि
वरकस	-						29/10/2018 चाचे कडील आवेशातील नमुद 1 ते 10 अटी व सर्तीस
इतर	-						अधीन राहून रहिवास व वाणिज्य प्रयोजनास विनशेती नोंद केली असे.
एकूण क्षेत्र	-						(2240)
पोट-खरान (सागवडीस अयोग्य)	-						इतर
वर्ग (अ)	-						30 मी दि.पी रस्ता (2240)
वर्ग (ब)	-						
एकूण पो ख	0.00.00						
आकारणी	0.00						
बुद्धी किंवा वित्त आकारणी	-						
बुने फेरफार क्र (1),(268),(376),(739),(1182),(1366),(1922),(2182),(2196),(2228)							शीमा आणि भूमापन किर्ते :

पाल नमुना सार
पिकांची नोंदवही

[महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवहा (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ बसलेला नियम ३]

गाव :- निकेमो

तालुका :- वसई

जिल्हा :- पालघर

शेवटचा फेरफार क्रमांक : 2240 व दिनांक : 13/03/2020

भूमापन क्रमांक व उपविभाग : 224/ब/2

		पिकाखालील क्षेत्राचा तपशील									सागवडीसठी उपलब्ध नसलेली जमीन		जल सिंचनाचे साधन	शेरा
		मिश्र पिकाखालील क्षेत्र			घटक पिके व प्रायेकाखालील क्षेत्र			निर्मळ पिकाखालील क्षेत्र						
वर्ष	हंगाम	विश्रपाचा संकेत क्रमांक	जल सिंचित	अजल सिंचित	पिकांचे नाव	जल सिंचित	अजल सिंचित	पिकांचे नाव	जल सिंचित	अजल सिंचित	व्यवस्था	क्षेत्र		
(१)	(२)	(३)	(४)	(५)	(६)	(७)	(८)	(९)	(१०)	(११)	(१२)	(१३)	(१४)	(१५)
			आर. चौ.मी	आर. चौ.मी		आर. चौ.मी	आर. चौ.मी		आर. चौ.मी	आर. चौ.मी		आर. चौ.मी		

"या प्रमाणित प्रतीसाठी की म्हणून १५/- रुपये मिळाले,"

दिनांक :- 31/05/2021

सांकेतिक क्रमांक :- 272100084211700002520211106

(नाव :- एस. जि. पातलघर)

तलाठी सारमा : निकेमोला :- वसई जि :- पालघर

तलाठी सजा निकेमोरे
ग. वसई, जि. पालघर





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



दूरध्वनी : ०२५०-२५२५१०१/०२/०३/०४/०५/०६
फॅक्स : ०२५०-२५२५१०७
ई-मेल : vasaivirarcorporation@yahoo.com

जावक क्र. : व.वि.श.म.
दिनांक :

VCMC/TP/RDP/VP-6157/ 724 | 2021-22
To,

30/12/2021

1. Mrs. Chanda A.Mehta & Mr. Manek J. Mehta
Mr. Ashok M. Mehta
1st floor, wing - A, Global City,
Virar (W), Tal: Vasai, Dist: Palghar,
Pin: 401 303.
2. Mr. Abhay D. Raut
1104, Gold Crest Business Center,
L.T.Road, Borivali(W) **Mumbai-92.**

Sub: Amalgamation & Revised Development Permission for proposed Residential with shopline Building No.1 (wing- A to C) & Residential Building No.2 (wing- F to J), on land bearing S.No.220, H.No.6, 8part & S.No.224/B/1, 224/B/2, & 224/B/3 at Village -Nilemore, Taluka Vasai, Dist Palghar.

Ref: -

1. Commencement Certificate No. VCMC/TP/CC/VP-6157/117/2020-21, dated 09/12/2020.
2. Your Architect's letter dated 20/10/2021.

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, Mukkam, 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 VCMC is functioning as per MRTP Act 1966. The details of permission are as under:





VVCMC/TP/RDP/VP-6157/724/2021-22

30/12/2021

The drawing shall be read with the layout plan approved along with this letter and Commencement Certificate No. VVCMC/TP/CC/VP-6157/117/2020-21, dated 09/12/2020. The details of the layout are as given below:

1	Name of Assesse owner / P.A. Holder	Mrs. Chanda A.Mehta & Mr. Manek J. Mehta, Mr. Ashok M. Mehta
2	Location	Nilemore
3	Land use (Predominant)	Residential with shopline Building No.1 & Residential Building No.2
4	Gross plot area	19368.06sq.mt.
5	Gross plot area	20010.00 sq.mt
6	Area under encroachment	54.60 sq.mt
7	Area under not in possession	1316.50 sq.mt
8	Balance plot area	17996.96 sq.mt
9	Net plot area	12071.28 sq.mt
10	Recreational open space (required)	1207.13 sq.mt
11	Recreation open space (Proposed)	1203.00 sq.mt
12	Plotable area	12071.28 sq.mt
13	Built up area with reference to basic FSI as per front road width	13278.41 sq.mt
14	Max. Permissible premium	32080.71 sq.mt
15	Previously approved premium	1224.00 sq.mt
16	Total premium	29281.47 sq.mt
17	Ancillary Area FSI up to 60% or 80% with payment of charges	24153.76 sq.mt
18	Total entitlement	66713.64 sq.mt
19	Existing BUA	2190.43 sq.mt
20	Proposed BUA P-line	63507.07 sq.mt
21	Total proposed BUA	65697.50 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 2.42 & 2.6.9 of Sanctioned D.C. Regulations-2001).

Please find enclosed herewith the approved Residential with shopline Building No.1 & Residential Building No.2, on land bearing S.No.220, H.No.6, 8part & S.No.224/B/1, 224/B/2 & 224/B/3 at Village -Nilemore, Tal: Vasai, Dist Palghar., as per the following details:-





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



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

फॅक्स : ०२५०-२५२५१०७

ई-मेल : vasaivirarcorporation@yahoo.com

जावक क्र. : व.वि.श.म.

दिनांक :

स्थापना : ३ जुलै २००९

VVCMC/TP/RDP/VP-6157/724/2021-22

30/12/2021

Sr. No	Predominant Building	Bldg. No./ wing No.	No. of Floors	No. of Shops	No. of Flats	Built Up Area (in sq.m.)	Remarks
1	Residential with shopline Building	1/A	Part Stilt + Part Gr. +22	12	173	8934.78	Now Amended
		1/B	Part Stilt + Part Gr. +22	12	173	8934.78	Now Amended
		1/C	Part Stilt + Part Gr. +22	12	173	8934.78	Now Amended
2	Residential Building	2/F	Stilt +22	--	173	7020.54	Now Amended
		2/G	Stilt +22	--	173	7020.54	Now Amended
		2/H	Stilt +22	--	173	7020.54	Now Amended
		2/I	Stilt +22	--	173	7638.06	Now Amended
		2/J	Stilt +22	--	173	7638.06	Now Amended
3	Residential with shopline Building (on S.No.224/B/1, 224/B/2, 224/B/3)	1	Part Stilt + Part Gr. +12	1	83	2555.42	OC Granted

The revised development permission duly approved herewith supersedes all the earlier approved plans. The conditions of Commencement Certificate granted vide latter No. VVCMC/TP/CC/VP-6157/117/2020-21, dated 09/12/2020 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.
- 3) 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.



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VVCMC/TP/RDP/VP-6157/724/2021-22

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- 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.
- 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.
- 3) You shall construct cupboard if any, as per UDCPR Regulation.
- 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



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



दूरध्वनी : 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-6157/724/2021-22

30/12/2021

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.
- 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



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VVCMC/TP/RDP/VP-6157/724/2021-22

30/12/2021

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 will be liable to pay any charges/areas with applicable interest for your proposal as and directed by VVCMC/any other competent authority.
- 32) 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.



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



दूरध्वनी : 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-6157/724/2021-22

30/12/2021

- 33) You will be liable to pay any charges/areas with applicable interest for your proposal as and directed by VVCMC/any other competent authority.
- 34) You shall provide Grey Water recycling plant for said layout, if applicable.
- 35) You shall provide Solar Assited water heating SWH system to said layout if applicable.
- 36) Fire infrastructure charges to be paid as per guidelines from Govt. of Maharashtra.
- 37) You shall obtain Fire NOC from CFO before applying for Occupancy Certificate
- 38) 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.



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

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

Sat
Commissioner
Vasai Virar City Municipal Corporation

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

[Signature]
Deputy Director,
VVCMC, Virar.

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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-6157 & 5894/540/2022-23

14/03/2023

To,

1. Mr. Ashok M. Mehta & 2 others
1st floor, wing - A, Global City,
Virar (W), Tal: Vasai, Dist: Palghar,
Pin: 401 303.
2. Mr. Abhay D. Raut
1104, Gold Crest Business Center,
L.T.Road, Borivali(W)
Mumbai-92.

Sub: Revised Development Permission for proposed Residential with shipline Building No.1 (wing- B to E) & Residential Building No.2 (wing- A, F to I), on land bearing S.No.220, H.No.6 & S.No.224/B/1, 224/B/2, & 224/B/3 at Village -Nilemore, Taluka Vasai, Dist Palghar.

Ref: -

1. Commencement Certificate No. VVCMC/TP/CC/VP-6157/117/2020-21, dated 09/12/2020.
2. Revised Development permission vide letter no. VVCMC/TP/RDP/VP-6157 & 5894/724/2021-22, dated 30/12/2021.
3. Your Architect's letter dated 30/06/2022.

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, Mukkam, 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. In the capacity of Municipal Corporation/Planning Authority for respective jurisdiction and SPA for 21 villages VVCMC 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 Commencement Certificate No. VVCMC/TP/CC/VP-6157/117/2020-21, dated 09/12/2020. The details of the layout are as given below:

1	Name of assess owner / P.A. Holder	Mr. Ashok M. Mehta & 2 others
2	Location	Nilemore
3	Land use (Predominant)	Residential with shipline Building No.1 & Residential Building No.2
4	Gross plot area	19368.06 sq.mt
5	As per ownership documen (7/12 extract)	20010.00 sq.mt
6	As per measurement sheet	19368.06 sq.mt

1





VCCMC/TP/RDP/VP-6157 & 5894/540/2022-23

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8	Area under reservation (H)	1316.50 sq.mt
9	Balance area of plot	18051.56 sq.mt
10	Area under D.P.road	4779.70 sq.mt
11	area under Any Reservation(PS)	1145.98 sq.mt
12	Net area of plot	12125.88 sq.mt
13	Recreational open spaces required	1212.59 sq.mt
14	Recreation open space proposed	1245.78 sq.mt
15	Plotable area	12125.88 sq.mt
16	Built up area with reference to basic F.S.I as per front road width	13338.47 sq.mt
17	Addition of FSI on payment of Premium 0.50	
	a)Maximum permissible premium FSI based on road width/ to D zone	34297.96 sq.mt
	b) Previously approved Premium	1224.00 sq.mt
	c) Proposed FSI on payment of Premium	33073.96 sq.mt
18	Total entitlement of FSI in the proposal	47636.43 sq.mt
19	Ancillary Area FSI	27329.85 sq.mt
20	Total entitlement	72775.85 sq.mt
21	Existing BUA	2190.43 sq.mt
22	Total Permissible BUA	74966.28 sq.mt
23	Existing BUA	2190.43 sq.mt
24	Proposed BUA as per 'p-line'	72639.13 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 2.42 & 2.6.9 of Sanctioned D.C. Regulations-2001).

Please find enclosed herewith the approved Residential with shop/line Building No.1 & Residential Building No.2, on land bearing S.No.220, H.No.6 & S.No.224/B/1, 224/B/2 & 224/B/3 at Village -Nilemore, Tal: Vasai, Dist Palghar., as per the following details:-

Sr. No	Predominant Building	Bldg. No./ wing No.	No. of Floors	No. of Shops	No. of Flats	Built Up Area (in sq.m.)	Remarks
1	Residential with shop/line Building	1/B	Part Stilt + Part Gr. +23	08	135	7574.62	Now Amended
		1/C	Part Stilt + Part Gr. +23	12	181	10030.37	Now Amended
		1/D	Part Stilt + Part Gr. +23	12	181	9906.21	Now Amended
		1/E	Part Stilt + Part Gr. +23	8	135	7626.04	Now Amended
2	Residential Building	2/A	Stilt +23	--	181	8838.80	Now Amended
		2/F	Stilt +22	--	173	6902.32	Now Amended
		2/G	Stilt +22	--	173	6902.32	Now Amended
		2/H	Stilt +22	--	173	6902.32	Now Amended
		2/I	Stilt +22	--	173	7591.14	Now Amended





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



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

फॅक्स : ०२५० - २५२५१०७

ई-मेल : vasairvirarcorporation@yahoo.com

जावक क्र. : व.वि.श.म.

दिनांक :

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3	Residential with shopline Building (on S.No.224/B/1, 224/B/2, 224/B/3)	1	Part Stilt + Part Gr. +12	1	83	2555.42	OC Granted
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The revised development permission duly approved herewith supersedes all the earlier approved plans. The conditions of Commencement Certificate granted vide latter No. VVCMC/TP/CC/VP-6157/117/2020-21, dated 09/12/2020 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.
- 3) 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).



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.

You shall construct the compound wall /Retaining as per site condition which will be design & supervised by certified structural engineer before Plinth Completion Certificate.

- 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.





VVCMC/TP/RDP/VP-6157 & 5894/540/2022-23

14/03/2023

- 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 submit subsoil investigation report for structural stability & Rain water harvesting purpose before Plinth completion Certificate.
- 17) 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.
- 18) You shall provide flush tanks in all W.C/Toilets with dual valve system.
- 19) 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.
- 20) 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.
- 21) 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.
- 22) 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





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



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

फॅक्स : ०२५० - २५२५१०७

ई-मेल : vasalvirarcorporation@yahoo.com

जाबक क्र.: व.वि.श.म.

दिनांक :

स्थापना : ३ जुलै २००९

VVCMC/TP/RDP/VP-6157 & 5894/ 540/2022-23

14/03/2023

said authority notwithstanding the permission granted by VVCMC as the same need to be ensured by Concerned Authority.

- 23) 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
- 24) The responsibility of obtaining any other statutory NOC as per other acts shall be with the applicant.
- 25) You are responsible for the disposal of Construction & Demolition Waste (debris) that may be generated during the demolltion of existing structure & during the execution work of buildings.
- 26) 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.
- 27) 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
- 28) 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.
- 29) You will be liable to pay any charges/areas with applicable interest for your proposal as and directed by VVCMC/any other competent authority.
- 30) 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.
- 31) You shall provide Grey Water recycling plant for said layout, if applicable.
- 32) You shall provide Solar Assited water heating SWH system to said layout if applicable.
- 33) Fire infrastructure charges to be paid as per guidelines from Govt. of Maharashtra.
- 34) You shall obtain Fire NOC from CFO within one month of date of issue, if not the said order stands cancelled without giving opportunity to be heard
- 35) You shall submit revised environmental clearance from environment department before commencement of work if not the said order stands cancelled without giving opportunity to be heard





VVCMC/TP/RDP/VP-6157 & 5894/ 540/2022-23

14/03/2023

- 36) 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.
- 37) You should provide lightening resistant system and produce the Certificate from Licensed agency for each building at the time of Occupancy Certificate.
- 38) 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.
- 39) Any breach of any condition mentioned or conditions not followed in specified timelines will lead to cancellation of this order without giving any notice or any opportunity to be heard by following natural justice.
- 40) If the development charges premium charges and labour Cess amounts which are due on particular dates mentioned in the assessment order, the applicant if fails to deposit there charges on or before due dates, the said permission stands cancelled without giving any opportunity to be heard. This order seems to be treated as stop work order.



596
Commissioner
Vasai Virar City Municipal Corporation
Certified that the above permission is
issued by Commissioner VVCMC, Virar.

[Signature]
Deputy Director,
VVCMC, Virar.





UNIQUEPOONAM HOMES LLP



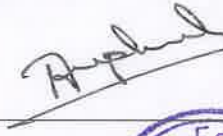





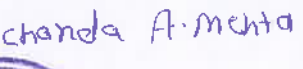



TO WHOMSOEVER IT MAY CONCERN

Extract of Minutes of the Board Meeting of M/s Uniquepoonam Homes LLP (the LLP) held on January 09, 2023 at its Registered Office situated at 18, 19, 20, 4th Floor, Saheb Bldg., 195, D. N. Road, Fort, Mumbai – 400 001.

Resolved that, "We the Partners of M/s Uniquepoonam Homes LLP on behalf of the LLP hereby give our consent and thereby authorize Mr. Ashwin Manek Mehta, Mr. Piyush Ashok Mehta and Mr. Anup Ashok Mehta either singly or jointly to enter into an Agreement for Sale for the Project **Sky City Phase-I** situated on land bearing S. No. 220 (6), S. No. 224/B/1 and S. No. 224/B/3 at Vasai-Virar City (M Corp), Vasai, Palghar, 401303 and to sign, execute and to do all the necessary documentation relating to the Registration of Agreement for Sale with the Registrar / Joint Registrar/ Sub-Registrar.

CERTIFIED TRUE COPY

SIGNED BY THE UNDERSIGNED PARTNERS

Name of Partners	Signatures
Piyush Ashok Mehta	 
Anup Ashok Mehta	 
Ashwin Manek Mehta	 
Ashok Mohanlal Mehta	 
Chanda Ashok Mehta	 
Manek Jugraj Mehta	 

Regd Office Add:-18,19,20,4th floor,195,Saheb Building,Jivaji Lane,Bora Bazar,Fort,Mumbai-400001
Website:-poonamdevelopers.in

Admin Office Add :-Poonam Avenue, Awing 1stFloor,GlobalCity,Virar(West),401303
Call :-8446718881/8446175757
Email:-info@poonamdevelopers.in.





तहसिलदार तथा कार्यकारी दंडाधिकारी वसई यांचे कार्यालय

(महसूल शाखा)

किल्लाबंदर रोड, मालोडे-वसई गाव, ता.वसई, जि.पालघर, पिन ४०१२०१.
दुरध्वनी क्र. (०२५०) २३२२००७

क्र.महसूल/क १/टे १/जमिनबाब/कावि - /एसआर ४३६/२०१९

दिनांक २०/०७/२०१९

प्रति,

श्री.मणिक जुगराज मेहता व इतर ?
रा.पहिला माळा पुनम अँविन्यू ए विंग
ग्लोबल सिटी विरार पश्चिम ता.वसई जि.पालघर

विषय :- जमिनीचे बिनशेती व रुपांतरण कर भरुन घेणेबाबत.

गावाचे नाव	स.नं/हि.नं	क्षेत्र (हे.आर)	पोट खराबा	एकुण क्षेत्र (हे.आर)	पेकी परवानगी मागितलेले क्षेत्र
निळेमोरे	२२०/६	१.६६.७	०.००.०	१.६६.७	१.६६.७

संदर्भ :- १.महाराष्ट्र शासन राजपत्र भाग चार क्रमांक ३ दिनांक ०५/०१/२०१७

मधील अध्यादेश क्रमांक २/२०१७

२.मा.जिल्हाधिकारी पालघर यांचेकडील पत्र

क्र.महसूल/क.१/टे.१/एनएपी/कावि-४३५/२०१७

दिनांक २१/०६/२०१७

महाशय,

आपण या कार्यालयात अर्ज दाखल करुन विषयात नमुद जमिनीस रहिवास व वाणिज्य कारणासाठी बिनशेती व रुपांतरण कर भरुन मिळणेबाबत विनंती केली आहे.

प्रकरणातील कागदपत्रे तपासता, उक्त जमिन मिळकत ही वसई विरार शहर महानगरपालिका यांनी जा.क्र./वविशम/नर/झो.दा/४४०/१८३६/२०१८-१९ दिनांक २०/०८/२०१८ अन्वये अभिप्राय कळविलेनुसार त्यांचे विकास आराखडयात समाविष्ट असलेचे दिसून येते.

महाराष्ट्र शासन राजपत्र, भाग चार, क्रमांक ३ दिनांक ०५/०१/२०१७ मधील अध्यादेश क्रमांक २/२०१७ मध्ये महाराष्ट्र जमिन महसूल अधिनियम १९६६ चे कलम ४२ ब मध्ये विषद केलेल्या तरतुदीनुसार मंजुर व प्रारुप आराखडयात समाविष्ट असलेल्या जमिनीसाठी कलम ४७अ अन्वये रुपांतरण कर व अकृषिक आकारणी निश्चित करणेची आहे. त्यानुसार उक्त जमिन मिळकतीसाठी आपण खाली नमुद केलेप्रमाणे रुपांतरण कर व बिनशेती आकारणी रक्कम शासनजमा करावयाची आहे.

तसेच आपले विनंती अर्जानुसार आपणाकडुन महाराष्ट्र जमिन महसूल अधिनियम १९६६ चे कलम ४२ ब मधील तरतुदीनुसार केवळ रुपांतरण कर व बिनशेती आकारणीची रक्कम वसूल करणेत येत आहे. त्यामुळे आपणास जागेवर नियोजित अकृषिक वापर करावयाचा असल्यास त्यापुर्वी संबंधित नियोजन प्राधिकरणाची व इतर आवश्यक त्या प्राधिकरणांची पुर्वपरवानगी घेणे बंधनकारक राहिल. तसेच जमिनीचे जे क्षेत्र भुसंपादनाखाली येत असेल अशा क्षेत्रात रुपांतरण कर व बिनशेती आकारणी लागू होणार नाही.





गावाचे नाव	स.नं/ हि.नं	एकुण क्षेत्र (चौ.मी)	गावचा बिनशेती दर रु.पै	बिनशेती आकारणीचे स्वरुप	बिनशेती आकारणी र.रु	कलम ४७ अ अन्वये रुपांतरीत कर आकारणी स्वरुप (५ पट)	रुपांतरीत कर र.रु	
				(३ पट)				
निळेमोरे	२२०/६	१६६७०-००	X	०.१०	X	३ = ५००१/-	X	५ = २५००५/-

सदरची बिनशेती आकारणी व रुपांतरीत कर शासनजमा केलेली चलने तलाठी निळेमोरे यांचेकडे

सादर करण्यात यावीत.

मंजूर टिप्पणीनुसार



तहसिलदार वसई

प्रत:- तलाठी निळेमोरे

२/- वर नमूद केलेल्या जमिन मिळकतीबाबत अर्जदार/जमिनमालक यांनी शासनजमा केलेली चलने तपासुन महाराष्ट्र शासन राजपत्र, भाग चार, क्रमांक ३ दिनांक ०५/०१/२०१७ मधील अध्यादेश क्रमांक २/२०१७ मध्ये नमूद केलेल्या तरतुदीनुसार अधिकार अभिलेखात कार्यवाही करावी.

तहसिलदार वसई



तहसिलदार तथा कार्यकारी दंडाधिकारी वसई यांचे कार्यालय

(महसूल शाखा)

किल्लाबंदर रोड, मालोडे-वसई गाव, ता.वसई, जि.पालघर, पिन ४०१२०१.

दुरध्वनी क्र. (०२५०) २३२२००७



क्र.महसूल/क.१/टे.१/जमिनबाब/कावि - /एसआर३९१/२०१८

दिनांक २९/१०/२०१८

प्रति,

तलाठी सजा - निळेमोरे

विषय :- जमिनीचे रुपांतरण कर भरणा करणेबाबत.

गावाचे नाव	स.नं/हि.नं	एकुण क्षेत्र (हे.आर)	पैकी परवानगी मागितलेले क्षेत्र एकुण क्षेत्र
निळेमोरे	२२४/२	०.३३.४	०.३३.४

संदर्भ :- १.महाराष्ट्र शासन राजपत्र भाग चार क्रमांक ३ दिनांक ०५/०१/२०१७

मधील अध्यादेश क्रमांक ०२/२०१७

२.मा.जिल्हाधिकारी पालघर यांचेकडील पत्र क्र.

महसूल/क.१/टे.१/एनएपी/कावि-४३५/२०१७

दिनांक २१/०६/२०१७

श्री.अशोक मोहनलाल मेहता व श्री.माणिक जुगराज मेहता रा. निळेमोरे वसई ता.वसई जि.पालघर यांनी या कार्यालयात अर्ज दाखल करून मौजे निळेमोरे ता.वसई येथील स.नं/हि.नं २२४/२ एकुण क्षेत्र ०.३३.४ हे आर या जमिनीस महाराष्ट्र शासनाचे संदर्भिय क्रमांक १ मध्ये नमूद अध्यादेशानुसार रहिवास व वाणिज्य प्रयोजनार्थ बिनशेती आकारणी व रुपांतरीत कर भरणा करून घेणेबाबत विनती केलेली आहे.

महाराष्ट्र शासन राजपत्र, भाग चार, क्रमांक ३ दिनांक ०५/०१/२०१७ मधील अध्यादेश क्रमांक २/२०१७ मध्ये नमूद केलेल्या तरतुदीनुसार महाराष्ट्र जमिन महसूल अधिनियम १९६६ चे कलम ४२ मध्ये आणखी सुधारणा केल्या असल्याने त्यानुसार उक्त जमिनीसाठी रुपांतरीत कर व अकृषिक आकारणी करणेची कार्यवाही करणे आवश्यक आहे.

अध्यादेश क्रमांक २/२०१७ मध्ये नमूद केलेप्रमाणे सदरची जमिन महाराष्ट्र प्रादेशिक नियोजन व नगररचना अधिनियम १९६६ मधील तरतुदीनुसार अंतिम विकास योजना राजपत्रातील प्रसिध्दीनुसार (विकास आराखडा /प्रादेशिक आराखडा) कोणत्या झोन मध्ये समाविष्ट आहे याची खात्री करून पुढील रुपांतरण कर आकारणीची कार्यवाही करणे आवश्यक असल्याने प्रकरणातील कागदपत्रे पाहता, वसई विरार शहर महानगरपालिका यांनी VVCMC/TP/CC/VP.५८९४/६२/२०१८-१९ दिनांक १२/०६/२०१८ नुसार आरंभ विकास प्रमाणपत्र रहिवास इमारतीसाठी वितरित केल्याचे दिसून येते.

उक्त अध्यादेशात नमूद केलेनुसार महाराष्ट्र जमिन महसूल अधिनियम १९६६ चे कलम ४७अ मधील तरतुदीनुसार महानगरपालिकेकडील मंजूर विकास आराखड्यातील आरक्षणानुसार खाली नमूद केलेप्रमाणे रुपांतरीत कर व बिनशेती आकारणीची रक्कम अर्जदार यांनी चलनाने शासनजमा केली आहे. सोबत चलनाच्या प्रती पाठवित आहोत.

अकृषिक आकारणी			रुपांतरित कर		
रक्कम रुपये	चलन क्रमांक	दिनांक	रक्कम रुपये	चलन क्रमांक	दिनांक
१००२/-	MH007739774	२९/१०/२०१८	५०१०/-	MH007739923	२९/१०/२०१८





वर नमूद केलेप्रमाणे अर्जदार यांचेकडून मौजे निळेमोरे ता.वसई येथील स.नं/हि.नं २२४/२ एकुण क्षेत्र ०.३३.४ हे आर या जमिनीसाठी अकृषिक आकारणी व रुपांतरित कर वसूल केला असल्याने गाव अभिलेख व इतर कागदपत्रे तपासून, खालील अटींना अधीन राहून महाराष्ट्र शासन राजपत्र, भाग चार, क्रमांक ३ दिनांक ०५/०१/२०१७ मधील अध्यादेश क्रमांक २/२०१७ मध्ये नमूद केलेल्या तरतुदीनुसार अधिकार अभिलेखात आवश्यक ती नोंद घेणेबाबत कार्यवाही करावी.

अटी :-

१. सदर जमिनीस कांदळवन/सिआरझोड/वेटलॅंड/आदिवासी कायद्याच्या तरतुदी लागू होत असल्यास, तसेच जमिनीबाबत भविष्यात अभिलेखात कोणतीही अनियमितता अथवा न्यायालयीन बाबी उद्भवल्यास याबाबत या कार्यालयाकडून नव्याने कोणतेही आदेश निर्गमित न होता सदरचे पत्र हे आपोआपच रद्द समजणेत येईल.
२. सदर जमिनीबाबत नजराणा किंवा अधिमुख्य आणि इतर शासकिय देणी शासनास अदा करावयाचे निष्पत्र झाल्यास सदरची देणी शासनजमा करणे जमिनमालक यांचेवर बंधनकारक राहिल.
३. जागेवर परवानगीपूर्वीच अनधिकृत बिनशेती वापर सुरु केले असल्याचे निदर्शनास आल्यास, म.ज.म.अ.१९६६ चे कलम ४५ प्रमाणे कारवाई करणेत येईल.
४. उक्त जमिनीच्या जागेवरील बांधकाम प्रयोजनात बदल होत असल्यास अशा बदल होणा-या वापराच्या प्रयोजनार्थ अधिनियमात नमूद केलेप्रमाणे येणारी अकृषिक आकारणी रक्कम अदा करणे बंधनकारक राहिल.
५. शासनाकडून अथवा वरिष्ठ कार्यालयाकडून वेळोवेळी प्राप्त होणा-या मार्गदर्शक सुचना, आदेश, बदल व त्यानुसारची कार्यवाही बंधनकारक राहिल.
६. जागेवर प्रारंभ करणेपूर्वी जमिनीची जमिनमालक/विकासक यांनी जमिनीची शासकीय फी भरून मोजणी विभागाकडून मोजणी करून घेणे आवश्यक आहे.
७. वसई विरार शहर महानगरपालिकेकडील विकास नियमावलीस अधिन राहून त्यांचेकडील आवश्यक त्या परवानगी घेवूनच पुढील कार्यवाही करण्यात यावी.
८. सदर जमिनीस वसई विरार शहर महानगरपालिकेकडील क्र. VVCMC/TP/CC/VP. ५८९४/६२/२०१८-१९ दिनांक १२/०६/२०१८ नुसार आरंभ प्रमाणपत्र रहिवास इमारतीसाठी वितरीत केले असल्याने वसई विरार शहर महानगरपालिका यांचे विकास नियंत्रण नियमावलीनुसार (DC RULE) व आरक्षणानुसार अनुज्ञेय असणारा वापर जमिनमालक /अर्जदार यांचेवर बंधनकारक राहिल.
९. यापुढे उक्त जमिन CRZ च्या तरतुदीस बाधित झाल्यास याबाबत Maharashtra Coastal Zone Management Authority अथवा संबंधित उचित प्राधिकरणाची पुर्वमान्यता घेणे बंधनकारक राहिल.
१०. सदरचे पत्र हे केवळ संदर्भिय क्रमांक १ अध्यादेशानुसार रुपांतरण कर व बिनशेती आकारणी करून निर्गमित करणेत येत आहे.

तलाठी यांनी वरील सर्व अटी अवलोकनात घेऊन सदरच्या अटी मान्य असलेबाबत संबंधितांकडून सत्यप्रतिज्ञापत्र घेऊन तद्नंतर अधिकार अभिलेखात आवश्यक ती कार्यवाही करावी.

मंजूर टिप्पणीनुसार



तहसिलदार वसई

प्रत:- श्री.अशोक मोहनलाल मेहता व श्री.माणिक जुगराज मेहता रा. निळेमोरे वसई तहसिलदार वसई जि.पालघर यांना माहितीसाठी खाना.

प्रत:- उपसंचालक नगररचना विभाग वसई विरार शहर महानगरपालिका यांना माहितीसाठी खाना.

प्रत:- अप्पर तहसिलदार वसई (बिनशेती शाखा)

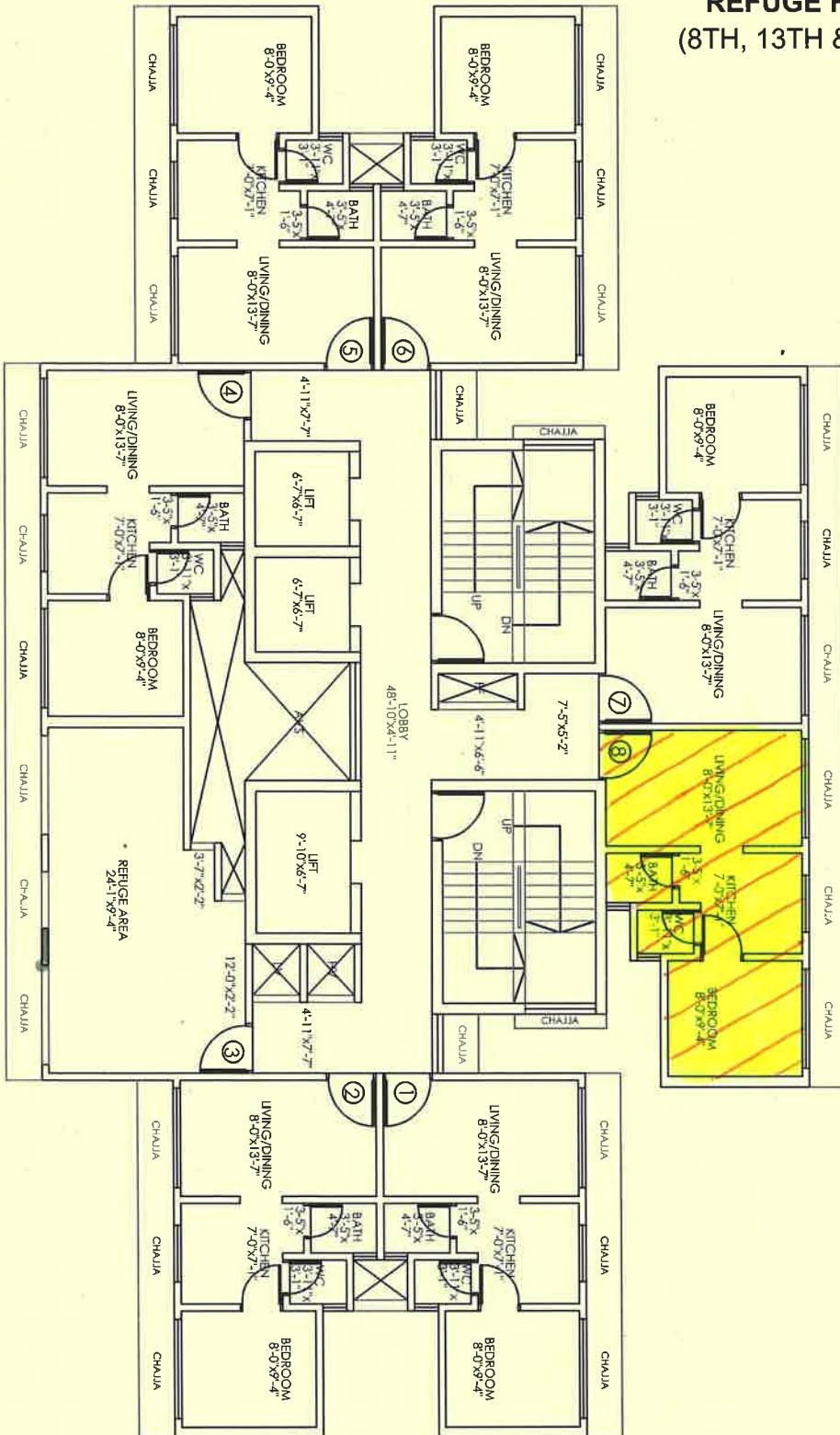
२/- प्रकरणी उपरोक्त नमूद अट क्र. ३ मध्ये नमूद केलेप्रमाणे जमिनीवर सक्षम प्राधिकारी यांची पुर्वपरवानगी न घेता अनधिकृत बिनशेती वापर सुरु केले असल्याचे निदर्शनास आल्यास त्याबाबत म.ज.म.अधि १९६६ चे कलम ४५ अन्वये उचित कार्यवाही करावी.



ANNEXURE "10"

WING F

REFUGE FLOOR PLAN (8TH, 13TH & 18TH FLOOR)



For UNIQUEPOONAM HOMES LLP

Jyoti
Partner(s)

MahaRera Registration No.: P99000045278

FLAT NO. : 1808

FLOOR : 18th

AREA : 26.50 sq. mtrs Rera Carpet





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 : 738840347
Pmt DtTime : 02-MAR-2024@15:54:47
ChallanIdNo: 69103332024030250765
District : 1601-PALGHAR

Stationery No: 19503928667026
Print DtTime : 02-MAR-2024 17:42:26
GRAS GRN : MH016614454202324S
Office Name : IGR135-VSI3 VASAI NO 3
GRN Date : 02-Mar-2024@15:54:48

StDuty Schm: 0030046401-75/STAMP DUTY
StDuty Amt : R 1,96,770/- (Rs One, Nine Six, Seven Seven Zero only)

RgnFee Schm: 0030063301-70/Registration Fees
RgnFee Amt : R 28,110/- (Rs Two Eight, One One Zero only)

Article : B25--Agreement to sell/Transfer/Assignment
Prop Mvty: Immovable Consideration: R 28,11,000/-
Prop Descr : FLAT NO 1808,18 TH FLOOR,F WING,SKY CITY PHASE 1,NILEMORE,, PALGHAR,
Maharashtra,401203
Duty Payer: PAN-BMWPR5440Q,NAGA RAM

Other Party: PAN-AAGFU5947E, UNIQUEPOONAM HOMES LLP

Bank official Name & Signature

[Handwritten Signature]



Bank official Name & Signature

[Handwritten Signature]

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



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AAGEU6947E

बि.टी.डी. / Name
UNIQUEPOONAM HOMES LLP

निगमन / गठन की तारीख
Date of Incorporation / Formation
08/10/2020

07112020

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या
Permanent Account Number
BISPL8404L

नाम / Name
SOHAN LAL

जन्म तिथि / Date of Birth
03/07/1996

हस्ताक्षर / Signature

भारत सरकार
GOVERNMENT OF INDIA

सोहन लाल
Sohan Lal

जन्म तिथि / DOB: 03/07/1996

पुरुष / MALE

Mobile No.: 9610619753

7830 5058 3379

मेरा आधार, मेरी पहचान

Download Date: 08/07/2021

Issue Date: 04/07/2021

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

NAGA RAM

RAJA RAM

05/07/1994
Permanent Account Number
BMWPR5440Q

नागराम
Signature

03032013

भारत सरकार
Government of India

नागा राम
Naga Ram

जन्म तिथि / DOB: 05/07/1994

पुरुष / Male

3829 3952 9255

मेरा आधार, मेरी पहचान

Issue Date: 27/08/2013

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

SANJAY MISHRA

KAREDEEN HAREHARNATH MISHRA

10/07/1986
Permanent Account Number
AMKPM0902D

Signature

03032013

Seal of Joint Sub. Registrar (U.S.) Dist. Patlihar

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
EJAIPI5207K

नाम / Name
ANUJ JANARDAN MALI

पिता का नाम / Father's Name
JANARDAN JAGNATH MALI

जन्म की तारीख / Date of Birth
21/11/1988

हस्ताक्षर / Signature



Valuation No. : 898361 / 2024	Year :- 2023-2024	User Id : 43638	Date : 28-February-2024 11:12:AM
State : Maharashtra	District : Palghar		Tahsil : Vasai
Land Type : URBAN	Corporation : मौजे (गांव) निळमोरे (17) (वसई विरार शहर महानगरपालिका)		Village/City : Nilemore
मौजे (गांव) निळमोरे (17) (वसई विरार शहर महानगरपालिका) - 6- सभाव्य बिनशेतीच्या जमिन			-
Survey Number - 220/6, 224/B/1, 224/B/2, 224/B/3			
Construction Type :RCC PAKKE		Property Age: 0 to 2 Years	
Property Rates			
Open Land		Residential	
₹18300/- Square Meter		₹59300/- Square Meter	
Valuation Rule : Residential Flat / Big Project - eRegistration			
Usage : Non Agriculture Build And Open => Residential => Residential Flat / Big Project - eRegistration			
Property Details			
1	Area of Constructed Property	26.5000 Square Meter (Carpet Area With RERA)	
2	Construction Type	RCC PAKKE	
3	Exclusive Area	0 Square Meter	
4	Lift Availability	YES	
5	Floor Number	18	
6	Proportionate Area	0 Square Meter	
7	Big Project	Yes	
8	Big Project Area	6.3142 Hectares	
9	Flat Number	1808	
10	Building Name	Sky City Phase - I	
11	Building Number	2	
12	Open Parking	0 Square Meter	
13	Covered Parking	0 Square Meter	
14	Terrace Above	0 Square Meter	
15	Attached Terrace / Terrace / Cupboards Area	0 Square Meter	
16	Mezzanine Floor Area (पोटमजला क्षेत्र)	0 Square Meter	





17	Open Space Around Groundfloor	0 Square Meter
18	Open Balcony	0 Square Meter
19	Open Dry Balcony	0 Square Meter
20	Land on highway	No
21	Identified (Listed) Corporation	Yes

Calculation Details

Sr.No.	Description	Calculation	Total
1	Constructed Property Valuation	1. $(59300 \times 1.05 \times 1.075 - 18300) = 48634.875$ 2. 48634.875×1 (Depreciation) = 48634.875 3. $29.15 \times (48635 + 18300) = 1951155.25$	₹19,51,155/-
A	Total		₹19,51,155/-

Note : Final Valuation is Rounded to Next 500/-

Total Valuation (A) **₹19,51,500/-**

Total Amount in Words : Nineteen Lakhs Fifty One Thousands Five Hundred Rupees Only.

Reference : Residential Flat / Big Project - eRegistration

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





Document Registration Summary 1

Print Date :-07-Mar-2024

Article : Agreement for sale

Office/VSI3-4864-2024

- Market Value: ₹1951500/-
- Consideration Amount: ₹2811000 /-
- Paid Stamp Duty: ₹196770 /-

Sr. No. 4864 On Date 07-Mar-2024 06:28:00 pm
Presented at Joint S.R.Vasai 3

Presenter Name: Naga Ram

Registration Fee ₹28110.00

Document Handling Charges ₹1000



Signature of Presenter

Total ₹29110

Digitally Signed by Joint S.R.Vasai 3
07-Mar-2024 06:36:51 pm

Digitally Signed by Joint S.R.Vasai 3
07-Mar-2024 06:36:51 pm

Payment Head	Amount To Be paid	Paid Amount	Payment Mode	Reference No.	Payment Amount
Registration Fee	28110	28110.00	e-SBTR	GRN Number: MH016614454202324S Defacement Number: 0008952411202324	28110.00
Stamp Duty	196770	196770	e-SBTR	GRN Number: MH016614454202324S Defacement Number: 0008952411202324	196770
Document Handling Charges	1000	1000	SBI e- Pay (DHC)	Certificate No.: Defacement Number: 0324061510958D	1000








Document Registration Summary 2

Document Reg. No.:VS13-4864-2024

Article : Agreement for sale


The following Parties admit that they have executed the document of **Sky City Phase I**

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
Purchaser/Buyer/Executor, Mr.Naga Ram PAN No.:BMWPR5440Q	2024-03-02 12:09:05	2024-03-02T12:13:20	Naga Ram, M, *****6528	
Purchaser/Buyer/Executor, Mr.Sohan Lal PAN No.:BISPL8404L	2024-03-02 12:10:48	2024-03-02T12:14:54	Sohan Lal, M, *****1568	
Seller/Executor Ms Uniquepoonam Homes LLP through Its Partner Piyush Ashok Mehta PAN No.:AAGFU5947E	2024-03-06 13:16:14	2024-03-06T01:20:16	Piyush Ashok Mehta, M, *****2352	


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 For All, Sanjay Mishra	2024-03-04 14:33:53	2024-03-04T02:38:37	Sanjay Karedeen Mishra, M, *****3632	





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, Anuj Mali	2024-03-04 14:35:28	2024-03-04T02:42:55	Anuj Janardan Mali, M, *****1024	

Digitally Signed by Joint S.R.Vasai 3
07-Mar-2024 06:36:51 pm



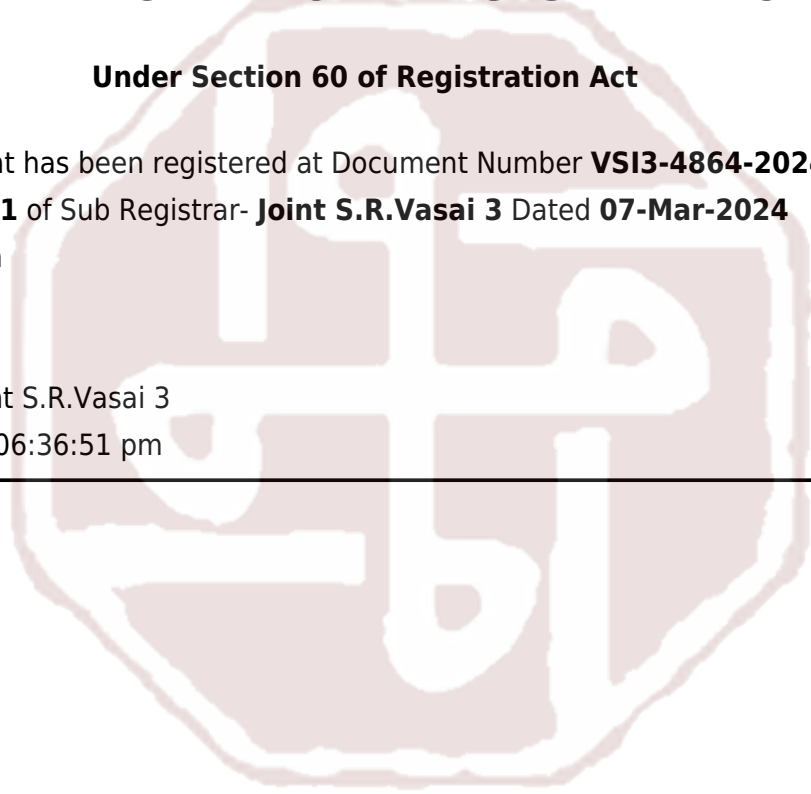


CERTIFICATE OF REGISTRATION

Under Section 60 of Registration Act

This Document has been registered at Document Number **VS13-4864-2024** in the book number **1** of Sub Registrar- **Joint S.R.Vasai 3** Dated **07-Mar-2024**
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