

सची क्र.2

द्य्यम निबंधक : सह द्.नि. ठाणे 10

दस्त क्रमांक: 7308/2024

नोदंणी : Regn 63m

गावाचे नाव: मिर

करारनामा (1)विलेखाचा प्रकार 5326500 (2)मोबदला 5168900 (3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नम्द करावे) 1) पालिकेचे नाव:मिरा-माईदर मनपा इतर वर्णन :, इतर माहिती: मौजे मिरा,वॉर्ड-क्यू,विभाग क्रमांक:-5/22 मध्ये सदनिका (4) भ-मापन,पोटहिस्सा व घरक्रमांक(असल्यास) क्रमांक 1203,12 वा मजला, ए-विंग, रिद्धी सिद्धी बिल्डिंग, नित्यानंद नगर, सेंट. पौल्स स्कूल, मिरारोड पूर्व ठाणे, 401107, जना सर्वे नं.156,नवीन सर्वे नं.27,हिस्सा नं.3,जुना सर्वे नं.156,नवीन सर्वे नं.27,हिस्सा नं.4,क्षेत्रफळ:-44.74 चौ.मी रेरा कारपेट. ((Survey Number: 27, हिस्सा नं.3;)) 1) 44.74 चौ.मीटर (5) क्षेत्रफळ (6) आकारणी किंवा जुडी देण्यात असेल तेव्हा. 1): नाव:-मेसर्स हेतल इंफ्रा रियलटर्स एल.एल.पी चे भागीदार उमेश शशिकांत कोठारी तर्फे कु.मु. म्हणुन निखिल ठक्कर --(7) दस्तऐवज करुन देणा-या/लिहुन ठेवणा-या वय:-42; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: 601,6 वा मजला,हरी होम पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व आय.टी.पार्क, महाजनवाडी, एम.आय.डी.सी. टॅक जवळ, मिरारोड पूर्व,ठा, महाराष्ट्र, ठाणे. पिन कोड: 401107 पॅन नं:-AAMFH0360C (8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा 1): नाव:-प्रफुल भगवानदास **कॉन्ट्रॅन**टर - - वय:-52; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: रूम दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश नं.150,बी-21,म्हाडा फेस-2,मृष्टी कॉम्प्लेक्स जवळ,मिरारोड पूर्व,ठाणे, महाराष्ट्र, ठाणे. पिन कोड:-401107 पॅन असल्यास,प्रतिवादिचे नाव व पत्ता नं:-AGUPC0625K 2): नाव:-जीग्नाशा पी. कॉन्ट्रॅक्टर - - वय:-50; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: रूम नं.150,बी-21,म्हाडा फेस-2,मृष्टी कॉम्प्लेक्स शवळ,मिरारोड पूर्व,ठाणे, महाराष्ट्र, ठाणे. पिन कोड:-401107 पॅन (9) दस्तऐवज करुन दिल्याचा दिनांक 24/04/2024 (10)दस्त नोंदणी केल्याचा दिनांक 24/04/2024 (11)अनुक्रमांक,खंड व पृष्ठ 7308/2024 (12)बाजारभावाप्रमाणे मुद्रांक शल्क 373000 (13)बाजारभावाप्रमाणे नोंदणी शुल्क 30000 (14)शेरा

म्ल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अन् ऋदेद :- :

(i) within the limits of any Municipal Corporation or any Cantonment

सह तुष्पम निबंधक

Riddhi Siddhi



AGREEMENT

THIS AGREEMENT made and entered into at Bhayandar on this 2 day of April 2024, BETWEEN: M/s. HETAL INFRA REALTORS LLP, a partnership firm registered under the Indian Partnership Act having its office at 601, 6th Floor, Hari Om I.T. Park, Mahajanwadi, Near MIDC Tank, Mira Road (East), Thane -401 107, through its one of the partners SHRI UMESH SHASHIKANT KOTHARI, hereinafter referred to as "PROMOTER" (which expression unless it be repugnant to the context or meaning) thereof shall deem to mean and include the said firm and its partner or partners from time to time and their respective heirs, executors, administrators and assigns) of the ONE PART





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Riddhi Siddhi

AND

SHRI/SMT./M/s. PRAFUL BUAGWANDAS

CONTRACTOR and SMT. JIGNASMA P. CONTRACTOR

CONTRACTOR and SMT. JIGNASMA P. CONTRACTOR

having address at ROOM NO. 150, B-21, MHADA

having address at ROOM NO. 150, B-21, MHADA

PHASE -2, NR. SRUSHTI COMPLEX, MIRA

PHASE -2, NR. SRUSHTI COMPLEX, MIRA

ROAD (E), THANE- HOIJO7.

hereinafter referred to as "ALLOTTEE/S" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators, successors and assigns) of the OTHER PART

WHEREAS:

Smt. Asha Jayraj Kapadia, Shri Vipul Jayraj Kapadia, Shri Mahendra Devidas Alias Mahendra Devidas Kapadia, Shri Chaurabhuj Dwarkadas Khatau Alias Chatrabhuj Dwarkadas Kapadia, Shri Hemant Ranjit, Alias Hemant Ranjit Khatau, Sing Pilip Padamshi Khatau Alias Dilip Padamshi Kapadia,Shri Rahul Harish Kapadia, Smt. Kusum Kishore Khatau, 9)Shri * Yogesh Krishnakumar Alias Yogesh Krishnakumar Khatau, Shri Bharat Dharamshi Alias Bharat Dharamshi Khatau, Shri Dhiren Dharamshi Alias Dhiren Dharamshi Khatau, Shri Vinay Dharamshi Alias Vinay Dharamshi Khatau, Smt. Chanda Dharamshi Khatau, Shri Janak Hansraj, Alias Janak Hansraj Khatau, Smt. Krishna Hansraj, Alias Krishna Hansraj Khatau, Shri Jayant Kumar Tulsidas, Shri Ashwin Kumar Tulsidas, Shri Rajendra Khatau (HUF), Shri Dipen Khatau (HUF) (for short hereinafter referred to as the "First Owners") are the owners of land bearing Old Survey No. 156, New Survey No. 27, Hissa No.3, admeasuring 1340 sq. meters, situate at Village Mira, Tatuka and District Thane, in the Registration District and Sup-District of Thane and now within the limits () Son the Mira Bhayandar Municipal Corporation, more particularly described in the Schedule hereunder written (hereinaster referred to as the "First Property").

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- 2. The first owners had agreed to grant and assign the development rights of the first property to M/s. Hetal Infra Realtors-LLP, being the Promoter herein and has agreed to acquire the development rights of the first property from the first owners and accordingly, the parties hereto have agreed to execute these presents as hereinafter appearing.
- 3. By a Development Agreement, dated The price and on the terms and conditions stipulated therein.
- 4. In pursuance of an Development Agreement, dated

 9th April 2021

 the first owners had executed an Irrevocable General Power of Attorney, dated

 9th April 2021

 registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. 1000 4000 in favour of the partners of the Promoter herein conferring upon SUB-them several powers inter-alia power to sell and/or develop

 the first property by constructing buildings thereon.

Shri Anandrao Hiraji Bhoir, Shri Sanjay Kesarinath Bhoir, 5. Smt. Chandravati alias Chandradevi Kesarinath Bhoir, Smt. Yashoda Anandrao Bhoir, Shri Avinash Anandrao Bhoir, Shri THAN Suryakant Anandrao Bhoir, Shri Prakash Anandrao Bhoir, Shri Subhash Anandrao Bhoir, Smt. Meera Dayanand Kasar alias Meera Anant Bhoir, Smt. Kusum Pandurang Tandel alias Kusum Anant Bhoir, Smt. Shakuntala Bhimraj Bhoir alias Shakuntala Anant Bhoir and Smt. Dwarkabai Baburao Tombare (for short hereinafter referred to as the "Second Owners") had owned the land bearing Old Survey No. 156, New Survey No. 27, Hissa No. 4, admeasuring 550 sq. meters, situate at Village Mira, Taluka and District Thane, in the 90 Registration District and Sub-District of Thane and now within the limits of the Mira Bhayandar Municipal Corporation, more particularly described in the Schedule hereunder written (hereinafter referred to as the "Second Property").

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- 22. The Promoter are entitled and enjoyed upon to construct the building on the said property as per the plan sanctioned and approved by the Mira Bhayandar Municipal Corporation.

Sq. meters and land bearing Old Survey No. 156, New Survey No. 26 Hissa No. 4, admeasuring 550 sq. meters, situate at Village Mir. Taluka and District Thane, in the Registration trict and Sub-District of Thane and now within the limits the Mir. Bhayandar Municipal Corporation.

The Allotte has offered a Flat/Shop/Office No. 1203, type admeasuring 44.74 39 RERA carpet area on the floor in Building No. ___, Wing A, being constructed in the layout of the said property, more particularly described in the Second Schedule hereunder written (hereinafter referred to as the "Said Flat/Shop/Office" for the sake of brevity and convenience). Hereto annexed and marked as Annexure-B is the description of the Flat/Shop/Office along with boundaries in all four directions.

25. The Promoter has entered into a standard agreement with an Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects.

26. The Promoter has registered the project under the provisions of the Act with the Real Estate (Regulation and Development)

Act, 2016 read with Maharashtra Rules, 2017 with the Real Estate (Regulation and Development)

Act, 2016 read with Maharashtra Rules, 2017 with the Real Estate (Regulatory Authority at Thane under Registration No. P51700023670. Hereto annexed and marked as Annexure-

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parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Flat/Shop/Office and the covered parking.

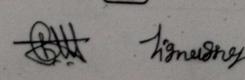
NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

HERETO AS FOLLOWS.
1. The Promoter shall construct Building No. A consisting of
Part Ground + 16 Upper Floors on an area admeasuring
Part Ground + To Opper Floors
Puilding No. B consisting of Part Suit-
Upper Floor on an area admeasuring 997 sq.meters
forming the portion of the said property in accordance with
the plans, designs and specifications as approved by the Mira
SUB Bhayandar Municipal Corporation from time to time
Provided that the Promoter shall have to obtain prior consent
in waiting of the Allottee in respect of variations or
modifications which may adversely affect the Flat/Shop/Office
of the Mottee except any alteration or addition required by

The Allottee hereby agrees to purchase and the Promoter 1 (a) (i) hereby agrees to sell to the Allottee Flat/Shop/Office No. 1203 of the type \BMIC of RERA carpet area admeasuring 4.74 sq. meters on 12th floor in the Building No. ___ known as RIDDHI SIDDII in Wing 'A' (hereinaster referred to as the "Flat/Shop/Office"), more particularly described in the Schedule 'B' hereunder written as shown in the floor plan thereof hereto annexed and marked Annexures C-2 for the consideration 53,26,500 /- excluding Rs._ cheing the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule hereunder written (the price of the Flat/Shop/Office excluding the proportionate price of the common areas

ST. THATE Government authorities or due to change in law.

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- 29. Stamp duty and Registration: The charges towards stamp duty and registration of this agreement shall be borne by the Allottees.
- Dispute Resolution: Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations thereunder.

31. GOVERNING LAW:

out of this agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts will have the jurisdiction for this agreement.

IN WINESS WHEREOF the parties hereinabove named have self-their respective hands and signed this agreement for sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written.

FIRST SCHEDULE ABOVE REFERRED TO

Building No. A consisting of Part Ground + 6 Upper Floors on an area admeasuring 4288'63 sq.meters and Building No.B consisting of Part Stilt+ Upper Floor on an area admeasuring 491.69 sq.meters forming the portion of land bearing Old Survey No. 156, New Survey No. 27, Hissa No.3, admeasuring 1340 sq. meters and land bearing Old Survey No. 156 No. 27, W. 27

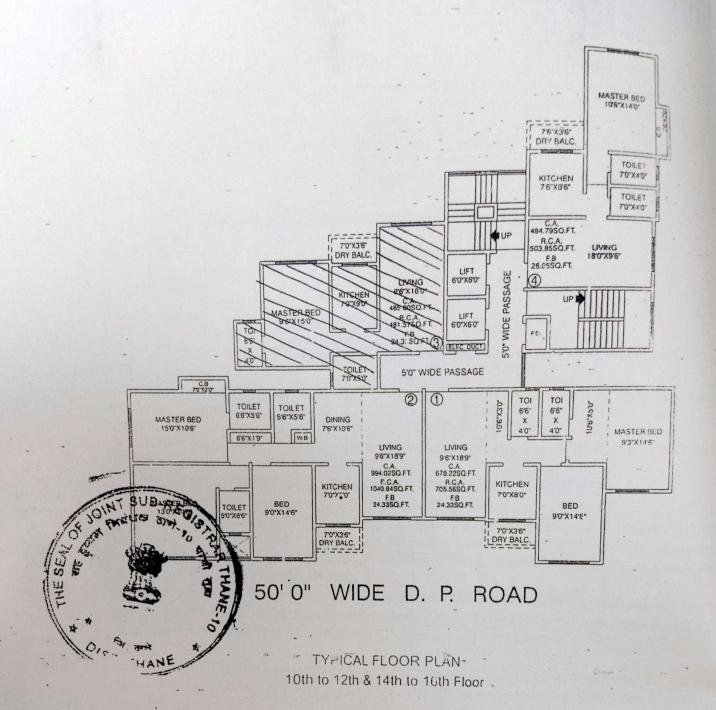
156, New Survey No. 27, Hissa No. 4, admeasuring 550 sq. meters, situated Village Mira, Taluka and District Thane, in the Registration District and Sub-District of Thane and now within Mira Bhayandar Municipal Corporation

SECOND SCHEDULE ABOVE REFERRED TO

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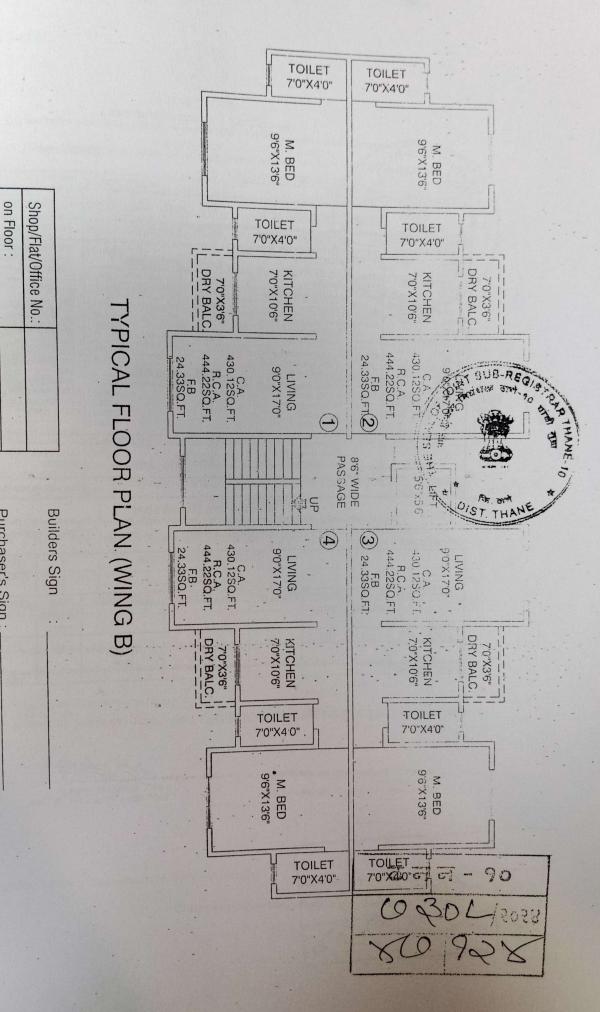
Shop/Flat/Office No.: 1203
on Floor: 244
in Wing: A

Area: 44.74 30.00

*Builders Sign

Purchaser's Sign

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in Wing:

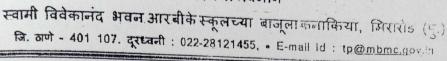
Purchaser's Sign:

Area:



मिरा भाईंदर महानगरपालिका

नगररचना विभाग



जा.क :- मनपा/नर/ 9284 | 2-022 - 2.029

दिनांक :- ४० है। १० १

-: सुधारीत बांधकाम परवानगी :-

महाराष्ट्र प्रादेशिक व नगररचना अधिनियम 1966 च्या कलम 44, 45 अन्वये व महाराष्ट्र महानगरपालिका अधिनियम 1949 चे कलम 253 ते 269 विकास कार्य करण्यासाठी / प्राप्तिका सेकातील

मीज - निर्देशिक क्र./हिस्सा क्र. (जुना) 156 (नविन) 27 हि.क्र. 03 व 04 या जागेतील स्वासित है। एट्ट कुमार्सीचे बांधकाम नकाशांस आपणांकडून खालील अटी व शतींचे अनुपालन होण्यां आधीनाण राहुन ही मंजूपि द्रेण्यात येत आहे.

सदर भुखंडाचा वापर फक्त बांधकाम नकाशात दर्शविलेल्या रहिवास + वाणिज्य सापरासा करण्याचा आहे.

2) सदरच्या बांधकाम परवानगीने आपणास आपल्या हक्कात नसलेल्या जीरोबर् कोणतेही बांधकाम करता येणार नाही.

3) मंजूर नकाशाप्रमाणे जागेवर प्रत्यक्ष गांजणी करन घेणेची आहे व त्यांची उपअधिक्षक गूँकि अभिलेख, ठाणे यांनी प्रमाणीत केलेली नकाशाची प्रत या कार्यालयाच्या अभिलेखार्थ दोन प्रतीमध्ये पाठविणेची आहे व त्यास मंजूरी घेणे आवश्यक आहे.

4) सदर भूखंडाची उपविभागणी महानगरपालिकेच्या पूर्वपरवानगी शिवाय करता थेणार लाही. तसेच मंजूर रेखांकनातील इगारती विकसीत करण्यासाठी इतर / दुस-या विकासकास अधिकार दिल्यास / विकासासाठी प्राधिकृत केल्यास दुय्यम / दुस-या विकासकाने मंजूर बांधकाम नकाशे व चटईक्षेत्राचे व परवानगीत नमुद अटी व शर्तीचे उल्लंघन केल्यास / गुलन न केल्यास या सर्व कृतीस मुळ विकासक व वास्तुविशारद जनानदार राहील.

5) या जागेच्या आजुबाजुला जे पुर्वीचे नकाशे मंजूर झाले आहेत त्याचे रस्ते हे सदर नकाशातील रस्त्याशी प्रत्यक्ष मोजणीचे व सिमांकनाचे वेळी सुमंगत जुळणे आवश्यक आहे. तसेच या जागेवरील प्रस्तावीत होणा-यां बांधकामास रस्ते संलग्जित ठेवणे व सार्वजनिक वापशसाठी खुले ठेवणेची जबाबदारी विकासक / वास्तुविशारद / धारक यांची राहील. रस्त्याबाबत व वापरावाबत आपली / धारकांची कोणताही हरकत असणार नाही.

6) नागरी जमीन धारणा कायदा 1976 चे तरतुर्दीना व महाराष्ट्र जमीन महसूल अधिनियमाच्या तरतुर्दीस कोणत्याही प्रकारची बाधा येता कामा नये व या दोन्ही कायद्यानवचे पारित झालेल्या व यापुढे वेळोवेळी होणाऱ्या सर्व आदेशाची अमलवजावणी करण्याची जवाबदारी विकासक व वास्तुविशारद इतर धारक यांची राहील.

