

गावाचे नाव : भाईदर

निवाचा प्रकार	करारनामा
बदला	6500000
वाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकारणी देतो की पट्टेदार ते नमूद करावे)	4102068.85
सू-मापन,पोटहिस्सा व घरक्रमांक(अमल्याम)	1) पालिकेचे नाव:मिर्गा-भाईदर मनपा इतर वर्णन : , इतर माहिती: , इतर माहिती: मौजे-भाईदर,वॉर्ड क्र. एच2,विभाग-1/11,सदनिका क्र. 1403,ए विंग,14वा मजला,आनंदम-ए,डीमार्ट जवळ,भाईदर प. ता.जि.ठाणे,मदनिकेचे क्षेत्र. 59.81 चौ.मी. रेग कारपेट,मदर दस्तात नमूद केल्याप्रमाणे.((Survey Number : OLD SURVEY NO.646, NEW SURVEY NO.247, HISSA NO. 1 ;))
पत्रफळ	1) 59.81 चौ.मीटर
आकारणी किंवा जुडी देण्यात अमेल तेव्हा.	1): नाव:-मेमर्म पहल कन्स्ट्रक्शन कंपनी. चे भागीदार कपिल के. गुमा तर्फे कु मु म्हणुन जिग्नेश एन. पाटील - - वय:-22. पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: 1 व 2, कैलाम मानसरोवर, स्वामी मन्यातदजी महाराज मार्ग, भाईदर प., महाराष्ट्र, ठाणे. पिन कोड:-401101 पॅन नं:-AAQFP4104L
दस्तऐवज करून देणा-या/लिहून ठेवणा-या गाराचे नाव किंवा दिवाणी न्यायालयाचा नाता किंवा आदेश अमल्याम,प्रतिवादिचे नाव ना.	1): नाव:-राजेश प्रेमजीभाई वाढेर - - वय:-48; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: जे/101, सोनम पुष्प बिल्डिंग, गोल्डन नेस्ट, फेम-1, भाईदर पु., महाराष्ट्र, ठाणे. पिन कोड:-401105 पॅन नं:-AFGPPV2505L
दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा णी न्यायालयाचा हुकुमनामा किंवा आदेश न्याम,प्रतिवादिचे नाव व पत्ता	2): नाव:-तेजल राजेश वाढेर - - वय:-39; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: जे/101, सोनम पुष्प बिल्डिंग, गोल्डन नेस्ट, फेम-1, भाईदर पु., महाराष्ट्र, ठाणे. पिन कोड:-401105 पॅन नं:-AFVPPV3057L
दस्तऐवज करून दिल्याचा दिनांक	31/03/2022
दस्त नोंदणी केल्याचा दिनांक	11/04/2022
1)अनुक्रमांक,खंड व पृष्ठ	6424/2022
2)वाजारभावाप्रमाणे मुद्रांक शुल्क	390000
3)वाजारभावाप्रमाणे नोंदणी शुल्क	30000
शेरा	

प्र. सह दुय्यम निबंधक (वर्ग-२)
ठाणे क्र. ७

शकनामाठी विचारात घेतलेला तपशील:-

शक शुल्क आकारनामा निवडलेला अनुच्छेद :- (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.





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
p51700017515

Project: **Anandam-A**, Plot Bearing / CTS / Survey / Final Plot No. **OLD SURVEY NO 646, NEW SURVEY NO 247, HISSA NO 1 at BHAYANDAR, Thane, Thane, 401101.**

1. **Pahal Construction Co.** having its registered office / principal place of business at **Tehsil Thane, District Thane Pin 401101.**

2. This registration is granted subject to the following conditions, namely -

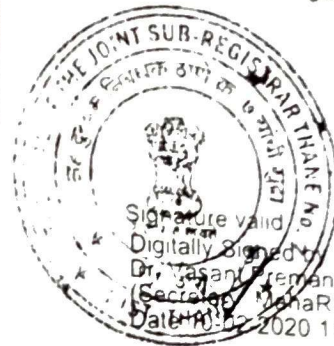
- The promoter shall enter into an agreement for sale with the allottees,
- The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation 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.

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 **23/08/2018** and ending with **30/06/2023** 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.

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दस्ता क्र. ६४४४ / १३३३	
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Signature and seal of the Authorized Officer
Maharashtra Real Estate Regulatory Authority

Dated: 23/08/2018
Place: Mumbai

ANNEXURE-VII (a)



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: **P51700017515**

Project **ANANDAM-A**, Plot Bearing / CTS / Survey / Final Plot No.: **OLD SURVEY NO 646, NEW SURVEY NO 24**
HISSA NO 1 at **BHAYANDAR, Thane, Thane, 401101;**

1. **Pahal Construction Co.** having its registered office / principal place of business at Tehsil: **Thane**, District: **Thane**,
Pin **401101**

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 (I) 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 **23/08/2018** and ending with **30/12/2023** 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.

18/05/20
930



Signature valid
Digitally Signed by
Dr. Vasant Premanand Prabhu
(Secretary, MahaRERA)
Date: 23-06-2020 13:09:59

Dated **18/05/2020**
Place. **Mumbai**

Signature and



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

Project: ANANDAM-A

Plot Bearing / CTS / Survey / Final Plot No : OLD SURVEY NO 646, NEW SURVEY NO 247, HSSA NO 1 at BHAYANDAR, Thane, Thane, 401101;

1. Pahal Construction Co. having its registered office / principal place of business at Tehsil Thane, District Thane Pin: 401101.

2. This registration is granted subject to the following conditions, namely,-

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

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.

- o The Registration shall be valid for a period commencing from 23/08/2018 and ending with 30/06/2024 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
- o The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- o 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.

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दस्त क्र. ६२२ / २०२२	
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Signature valid
Digitally Signed by
Dr. Vasant Premanand Prabhu
(Secretary, MahaRERA)
Date: 09-09-2021 22:29:53

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

Date: 09/09/2021
Place: Mumbai

मिरा भाईंदर महानगरपालिका

नगररचना विभाग

स्वामी विवेकानंद भवन आरबीके स्कूलच्या बाजूला कनाकिया, मिरारोड (पु.)
जि. ठाणे - 401 107. दूरध्वनी : 022-28121455, • E-mail Id : mbmc.tp@gmail.com



ज.क्र. :- मनपा/नर/ 3807 2029-2022

दिनांक :- 9/19/2022

प्रति,
अधिकार पत्रधारक - मे. पहल कन्स्ट्रक्शन कंपनी अॅण्ड गिता डेव्हलपर्स
द्वारा - वास्तुविशारद - मे. अविनाश म्हात्रे अॅण्ड असो.

विषय :- मिरा भाईंदर महानगरपालिका क्षेत्रातील मौजे - भाईंदर
सर्वे क्र./ हिस्सा क्र. 247(646)/1 या जागेत नियोजित बांधकामास
बांधकाम प्रारंभपत्र मिळणेबाबत.

- संदर्भ :-
- 1) आपला दि. 29/12/2021 चा अर्ज.
 - 2) ना.ज.क.धा अधिनियम 1976 अन्वये कलम 10(3) 10 (5) खालील कार्यवाही झालेली नसलेबाबत दि. 06/10/2021 रोजीचे शपथपत्र व बंधपत्र.
 - 3) अपर तहसिलदार मिरा भाईंदर यांचेकडील क्र.महसुल/क-1/टे-2/जमिनबाब/ कावि-20181/2017, दि. 18/12/2017 अन्वयेचे रूपांतरित करभरणा करावयाचे पत्र व दि. 22/12/2017 रोजीचे चलन.
 - 4) दि. इस्टेट इन्वहेसमेंट कंपनी प्रा.लि. यांचेकडील क्र.EI/NOC/766/2012, दि. 08/08/2012 अन्वयेचा नाहरकत दाखला.
 - 5) अग्निशमन विभागाकडील पत्र क्र. मनपा/अग्नि/610/2021-22, दि.01/09/2021 रोजीचा तात्पुरता नाहरकत दाखला.
 - 6) या कार्यालयाकडील पत्र क्र. मनपा/नर/1694/2018-19, दि. 05/07/2018 अन्वये सुधारीत बांधकाम परवानगी.

-: सुधारीत बांधकाम परवानगी :- (सुधारीत नकाशे मंजुरीसह)

विकास हक्क प्रमाणपत्राच्या वापरासह

महाराष्ट्र प्रादेशिक व नगररचना अधिनियम 1966 च्या कलम 44, 45 अन्वये व महाराष्ट्र महानगरपालिका अधिनियम 1949 चे कलम 253 ते 269 विकास कार्य करण्यासाठी / बांधकाम प्रारंभपत्र मिळण्यासाठी आपण विनंती केले नुसार मिरा भाईंदर महानगरपालिका क्षेत्रातील मौजे - भाईंदर सि.स.नं./सर्वे क्र./हिस्सा क्र. 247(646)/1 या जागेतील रेखांकन इमारतीचे नकाशांस खालील अटी व शर्तीचे अनुषंगाने आपणाकडून होण्याच्या अधीन राहणे ही सुधारीत परवानगी येत आहे.

केले नुसार मिरा भाईंदर महानगरपालिका क्षेत्रातील	
मौजे - भाईंदर सि.स.नं./सर्वे क्र./हिस्सा क्र. 247(646)/1 या जागेतील रेखांकन इमारतीचे	
नकाशांस खालील अटी व शर्तीचे अनुषंगाने आपणाकडून होण्याच्या अधीन राहणे ही सुधारीत परवानगी	
येत आहे.	
44	930
-1-	





मिरा भाईंदर महानगरपालिका

नगररचना विभाग

स्वामी विवेकानंद भवन आरबीके स्कूलच्या बाजूला कनाकिया, मिरारोड (पु.)
जि. ठाणे - 401 107. दूरध्वनी : 022-28121455, * E-mail Id : mbmc.to@gmail.com

दिनांक :- 9/9/2022

जा.क्र :- मनपा/नर/ 3805/ 2022-2022

1) सदर भूखंडाचा वापर फक्त बांधकाम नकाशात दर्शविलेल्या रहिवास + वाणिज्य वापरासाठीच करण्याचा आहे.

सदरच्या बांधकाम परवानगीने आपणास आपल्या हक्कात नसलेल्या जागेवर कोणतेही बांधकाम करता येणार नाही.

मंजूर नकाशाप्रमाणे जागेवर प्रत्यक्ष मोजणी करून घेणेची आहे व त्यांची तालुका निरीक्षक भूमि अभिलेख, ठाणे यांनी प्रमाणीत केलेली नकाशाची प्रत या कार्यालयाच्या अभिलेखार्थ दोन प्रतीमध्ये ठेवणेची आहे व त्यास मंजूरी घेणे आवश्यक आहे.

4) सदर भूखंडाची उपविभागणी महानगरपालिकेच्या पूर्वपरवानगी शिवाय करता येणार नाही. तसेच मंजूर रेखांकनातील इमारती विकसित करण्यासाठी इतर / दुस-या विकासकास अधिकार दिल्यास / विकासासाठी प्राधिकृत केल्यास दुय्यम / दुस-या विकासकाने मंजूर बांधकाम नकाशे व चर्टईक्षेत्राचे व परवानगीत नमुद अटी व शर्तीचे उल्लंघन केल्यास / पालन न केल्यास या सर्व कृतीस मुळ विकासक व वास्तुविशारद जबाबदार राहिल.

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

6) नागरी जमीन धारणा कायदा 1976 चे तरतुदीना व महाराष्ट्र जमीन महसूल अधिनियमाच्या तरतुदीस कोणत्याही प्रकारची बाधा येता कामा नये व या दोन्ही कायद्यान्वये पारित झालेल्या व यापुढे वेळोवेळी होणा-या सर्व आदेशाची अंमलबजावणी करण्याची जबाबदारी विकासक व वास्तुविशारद इतर धारक यांची राहिल.

7) रेखांकनात / बांधकाम नकाशात इमारतीचे समोर दर्शविण्यात / प्रस्तावित करण्यात आलेली सामासिक अंतराची जागा ही सार्वजनिक असून महानगरपालिकेच्या मालकीची राहिल व या जागेचा वापर सार्वजनिक रस्त्यासाठी / रस्ता रुंदीकरणासाठी करण्यात येईल. याबाबत अर्जदार व विकासक व इतर धारकांचा कोणताही कायदेशीर हक्क असणार नाही.

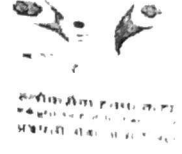
8) मालकीहक्काबाबतचा वाद उत्पन्न झाल्यास त्यास अर्जदार, विकासक, वास्तुविशारद, धारक व संबंधीत व्यक्ती जबाबदार राहतील. तसेच वरील जागेस पांच मार्ग उपलब्ध असल्याची व जागेच्या हद्दी जागेवर प्रत्यक्ष मोजणीची जबाबदारी अर्जदार, विकासक, वास्तुविशारद यांची राहिल. यांमध्ये तफावत निर्माण झाल्यास सुधारीत मंजूरी घेणे क्रमप्राप्त आहे.

9) मंजूर रेखांकनातील रस्ते, ड्रेनेज, पावसाचे व खुली जागा (आर.जी.) अर्जदाराने / विकासकाने महानगरपालिकेच्या नियमांप्रमाणे पूर्ण करून सुविधा सार्वजनिक वापरासाठी कायम स्वरुपी खुली ठेवणे बंधनकारक राहिल.

मिरा भाईंदर महानगरपालिका

नगररचना विभाग

स्वामी विवेकानंद भवन आरबीके स्कूलच्या बाजूला कनाकिया, मिरारोड (पु.)
जि. ठाणे - 401 107. दूरध्वनी : 022-28121455, * E-mail Id : mbmc.tp@gmail.com



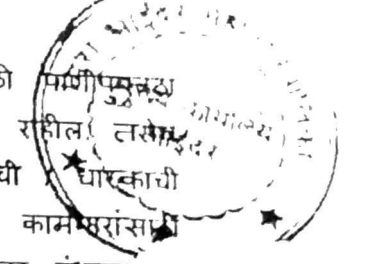
जा.क्र. :- मनपा/नर/ 3805/ 2029-2022

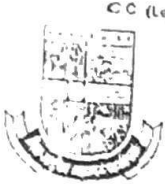
दिनांक :- 9/5/2022

- 10) इमारतीचे उद्वाहन, अग्निशमन तरतुद, पाण्याची जमिनीवरील व इमारतीवरील अशा टाक्या, दोन इलेक्ट्रीक पंपसेटसह तरतुद केलेली असली पाहिजे.
- 11) महानगरपालिका आपणास बांधकामासाठी व पिण्यासाठी व इतर कारणासाठी करण्याची हमी घेत नाही. याबाबतची सर्व जबाबदारी विकासक / धारक यांची राहिल. सांडपाण्याची सोय व मलविसर्जनाची व्यवस्था करण्याची जबाबदारी विकासकाची राहिल. तसेच बांधकाम सुरु करतेवेळी बांधकाम संपेपर्यंत तेथील बांधकाम कामांसाठी आवश्यकतेप्रमाणे पुरेशा शौचालयाची व पाळणाघराची व्यवस्था करणे आपणावर बंधनकारक राहिल.
- 12) अर्जदाराने स.क्र. / हि.क्र. मौजे, महानगरपालिका मंजूरी, बिल्डरचे नाव, आर्किटेक्टचे नाव, अकृषिक मंजूरी व इतर मंजूरीचा तपशील दर्शविणारा फलक प्रत्यक्ष जागेवर लावण्यात आल्यानंतरच इतर विकास कामास सुरुवात करणे बंधनकारक राहिल. तसेच सर्व मंजूरीचे मुळ कागदपत्र तपासणीसाठी / निरीक्षणासाठी जागेवर सर्व कालावधीसाठी उपलब्ध करून ठेवणे ही वास्तुविशारद व विकासक यांची संयुक्त जबाबदारी आहे. अशी कागदपत्रे जागेवर प्राप्त न झाल्यास तातडीने काम बंद करण्यात येईल.
- 13) मंजूर रेखांकनातील इमारतीचे बांधकाम करण्यापूर्वी मातीची चाचणी (Soil Test) घेऊन व बांधकामाची जागा भूकंप प्रवण क्षेत्राचे अनुषंगाने सर्व तांत्रिक बाबी विचारात घेऊन (Specifically earthquake of highest intensity in seismic zone should be considered) आर.सी.सी. डिझाईन तयार करून संबंधित सक्षम अधिका-यांची मंजूरी घेणे. तसेच इमारतीचे आयुष्यमान, वापर, बांधकाम चालू साहित्याचा दर्जा व गुणवत्ता व अग्नि क्षमण व्यवस्था याबाबत नॅशनल बिल्डींग कोड प्रमाणे तरतुदी करून कार्यान्वीत करणे तसेच बांधकाम चालू असतांना तांत्रिक व अतांत्रिक कार्यवाही पूर्ण करून त्याची पालन करण्याची जबाबदारी अर्जदार, विकासक, स्ट्रक्चरल अभियंता, वास्तुविशारद, बांधकाम पर्यवेक्षक, धारक संयुक्तपणे राहिल.
- 14) रेखांकनातील जागेत विद्यमान झाडे असल्यास तोडण्यासाठी महानगरपालिकेची व इतर विभागांची पूर्व मंजूरी प्राप्त करणे बंधनकारक आहे. तसेच खुल्या जागेत वृक्षारोपण करण्यात यावे.
- 15) मंजूर बांधकाम नकाशे व जागेवरील बांधकाम यामध्ये तफावत असल्यास नियमावलीनुसार त्वरीत सुधारीत बांधकाम नकाशांना मंजूरी घेणे बंधनकारक आहे अन्यथा हे बांधकाम मंजूर विकास नियंत्रण नियमावलीनुसार अनाधिकृत ठरते त्यानुसार उक्त अनाधिकृत बांधकाम तोडण्याची कार्यवाही करण्यात येईल.
- 16) बांधकाम साहित्य रस्त्यावर व सार्वजनिक स्थानांवर ठेवता येणार नाही. याबाबतचे उल्लेखन झाल्यास महानगरपालिकेकडून आपणाविरुद्ध दंडात्मक कार्यवाही करण्यात येईल.

त्यानुसार उक्त अनाधिकृत बांधकाम तोडण्याची कार्यवाही करण्यात येईल.

60	9.30
3	





C.C (Logan) 2022

मिरा भाईंदर महानगरपालिका

नगररचना विभाग

स्वामी विवेकानंद भवन आरबीकेस्कूलच्या बाजूला कनाकिया, मिरारोड (पु.)

जि. ठाणे - 401 107. दूरध्वनी : 022-28121455, • E-mail Id : mbmc.tp@gmail.com

जा.क्र :- मनपा/नर/ 3805/ 2029 - 2022

दिनांक :- 9/7/2022

17) महानगरपालिकेने मंजूर केलेले बांधकाम नकाशे व बांधकाम प्रारंभपत्र रद्द करण्याची कार्यवाही झालील बाबतीत करण्यात येईल व महाराष्ट्र महानगरपालिका अधिनियम 1949 व महाराष्ट्र प्रादेशिक व नगररचना अधिनियम 1966 च्या तरतूदीनुसार संबंधिताविरुद्ध विहित कार्यवाही करण्यात येईल.



1) मंजूर बांधकाम नकाशाप्रमाणे बांधकाम न केल्यास.
2) मंजूर बांधकाम नकाशे व प्रारंभपत्रातील नमुद सर्व अटी व शर्तीचे पालन होत नसल्याचे निदर्शनास आल्यास.

3) प्रस्तावित जागेचे वापरात महाराष्ट्र प्रादेशिक व नगररचना अधिनियम 1966 व इतर अधिनियमान्वये प्रस्तावाखालील जागेच्या वापरात बदल होत असल्यास अथवा वापरात बदल करण्याचे नियोजित केल्यास.

4) महानगरपालिकेकडे सादर केलेल्या प्रस्तावात चुकीची माहिती व विधी ग्राह्यता नसलेली कागदपत्रे सादर केल्यास व प्रस्तावाच्या अनुषंगाने महानगरपालिकेची दिशाभूल केल्याचे निदर्शनास आल्यास या अधिनियमाचे कलम 258 अन्वये कार्यवाही करण्यात येईल.

18) प्रस्तावित इमारतीमध्ये तळ मजल्यावर स्टिल्ट (Still) प्रस्तावित केले असल्यास स्टिल्टची उंची मंजूर बांधकाम नकाशाप्रमाणे ठेवण्यात यावी व या जागेचा वापर वाहनतळासाठीच करण्यात यावा.

19) मंजूर विकास योजनेत विकास योजना रस्त्याने / रस्ता रुंदीकरणाने बाधित होणारे क्षेत्र 1259.72 चौ.मी. महानगरपालिकेकडे हस्तांतर केले असल्याने व ह्या हस्तांतर केलेल्या जागेच्या मोबदल्यात आपणास अतिरिक्त चटईक्षेत्रांचा लाभ / मंजूरी देण्यात आली असल्याने सदरचे क्षेत्र कायमस्वरूपाची खुले, मोकळे, अतिक्रमणविरहीत ठेवण्याची जबाबदारी विकासकाची राहिल. तसेच या जागेचा मालकीहक्क इतरांकडे केणत्याही परिस्थितीत व केव्हाही वर्ग करता येणार नाही. तसेच या क्षेत्राचा इतरांकडून मोबदला आपणास इतर संबंधितास व धारकास स्विकारता येणार नाही.

20) मंजूर रेखांकनाच्या जागेत विद्यमान इमारत तोडण्याचे प्रस्तावित केले असल्यास विद्यमान बांधकाम क्षेत्र महानगरपालिकेकडून प्रमाणीत करून घेतल्यानंतर विद्यमान इमारत तोडून नविन बांधकामास प्रारंभ करणे बंधनकारक आहे.

21) प्रस्तावातील इमारतीचे बांधकाम पूर्ण झाल्यानंतर नियमाप्रमाणे पूर्ण झालेल्या इमारतीस प्रथम वापर परवाना प्राप्त करून घेणे व तदनंतरच इमारतीचा वापरासाठी वापर करणे अनिवार्य आहे. महानगरपालिकेकडून वापर परवाना न घेता इमारतीचा वापर चालू असल्याचे निदर्शनास आल्यास

22) वास्तुविशारद, विकासक व धारक यांच्यावर व्यक्तिशः कायदेशीर कार्यवाही करण्यात येईल. या मंजूरीची मुदत चार वर्षांपर्यंत राहिले तरी तथापि एका वर्षात काम सुरु न केल्यास UDCPR मधील विनियम 2.71 नुसार परवानगी रद्द करून घेतली जाईल. अन्यथा सदरची मंजूरी कायदेशीररित्या रद्द होईल. नवीकरण करण्याची जबाबदारी विकासकाची राहिल.



मिरा भाईंदर महानगरपालिका

नगररचना विभाग

स्वामी विवेकानंद भवन आरबीके स्कूलच्या बाजूला कनाकिया, मिरारोड (पु.)
जि. अणे नं. 401 107. दूरध्वनी : 022-28121455, • E-mail Id : mbmc.tb@gmail.com

क्र. नं. - मनपा/नर/ 3805/ 2029 - 2022

दिनांक - 25/09/2022

- 23) सदरच्या आदेशातील अटी व शर्तीचे पालन करणेची जबाबदारी अधिकारपत्रधारक, पर्यवेक्षक, वास्तुविशारद, स्ट्रक्चरल अभियंता व धारक यांची राहिल
- 24) सदर जागेच्या मालकीबाबत व न्यायालयात दावा प्रलंबित नसल्याबाबत आपण दि. 24/09/2021 रोजी दिलेले आहे. याबाबत काहीही विसंगती आढळून आल्यास दिलेले रद्द करण्यात येईल.
- 25) सदर जागेच्या मालकीहक्काबाबत जागेच्या हद्दीबाबत मा. न्यायालयीन दाव्याबाबत रस्त्याबाबत सर्वस्वी जबाबदारी विकासकांची राहणार असून त्याबाबत महानगरपालिका जबाबदार राहणार नाही. तसेच याबाबत कोणत्याही प्रकारची विसंगती आढळल्यास सदर परवानगी रद्द समजणेत येईल.
- 26) यासोबतच्या मंजूर रेखांकनात प्रस्तावित केलेल्या इमारतीचे बांधकाम खालीलप्रमाणे मर्यादीत ठेवून त्यानुसार कार्यान्वीत करणे बंधनकारक राहिल.

अ. क्र.	इमारतीचे नांव / प्रकार	संख्या	तळ + मजले	प्रस्तावित बांधकाम क्षेत्र (चौ.मी.)
1	अे	1	पार्ट तळ + पोडीयम + 1 ते 24 मजले	7448.29 चौ.मी.
2	बी	1	पार्ट तळ + पोडीयम + 1 ते 24 मजले	7457.98 चौ.मी.
एकुण				14906.27 चौ.मी.

- 27) यापूर्वी पत्र क्र. मिभा/मनपा/नर/1694/2018-19, दि. 05/07/2018 अन्वये देण्यात आलेली सुधारित बांधकाम विंग-अे व बी च्या मर्यादेत रद्द करण्यात येत आहे.
- 28) जागेवर रेन वॉटर हार्वेस्टिंगची व्यवस्था करणे तसेच त्याबाबतची यंत्रणा स्वतंत्र ओव्हरटॅक व प्लंबिंग लाईनसह कार्यान्वीत ठेवणे व त्याबाबत पाणीपुरवठा विभागाकडील प्रमाणपत्र सादर करणे बंधनकारक राहिल.
- 29) रेखांकनातील जागेत सेप्टिक टॅकचे बांधकाम IS-2470 च्या मानकानुसार बांधणे आवश्यक राहिल.
- 30) प्रस्तावित इमारतीसाठी भोगवटा दाखल्यापूर्वी प्रती सदनिका 100 लिटर या क्षमतेची सौर उर्जा वरिल पाणी गरम करण्याची व्यवस्था (सोलार वॉटर हीटिंग सिस्टीम) किंवा UDCPR Regulation No. 13.2 अन्वये Roof Top Photovoltaic (RTPV) System बसवून कार्यान्वीत करणे व त्याबाबत सार्वजनिक बांधकाम विभागाकडील नाहरकत दाखला सादर करणे आपणावर बंधनकारक राहिल.
- 31) भोगवटा दाखल्यापूर्वी सदर वृक्ष प्राधिकरणाच्या सल्ल्याप्रमाणे भूखंडामध्ये प्रती 100 चौ.मी. करिता दोन झाडे याप्रमाणे तसेच आर.जी. च्या भूखंडामध्ये प्रती 100 चौ.मी. करिता पाच झाडांची लागवड करून त्याबाबत वृक्ष प्राधिकरण विभागाकडील नाहरकत दाखला सादर करणे बंधनकारक राहिल.



मिरा भाईंदर महानगरपालिका

नगररचना विभाग

स्वामी विवेकानंद भवन आरबीके स्कूलच्या बाजूला कनाकिया, मिरारोड (पु.)
जि. ठाणे - 401 107. दूरध्वनी : 022-28121455, • E-mail Id : mbmc.tp@gmail.com

जा.क्र :- मनपा/नर/ 3807 2029-2022

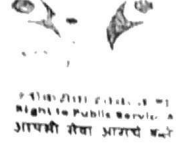
दिनांक :- 9/9/2022

- 32) भोगवटा दाखल्यापूर्वी अग्निशमन विभागाकडील तात्पूरता नाहरकत दाखल्यामधील अटीशर्तीची पूर्तता करून अंतिम नाहरकत दाखला सादर करणे बंधनकारक राहिल.
- 33) विषयोक्त जागेसाठी रूपांतरीत कराचा भरणा करणेसह सदर जागेसाठीची सनद सादर करणे व अतिरिक्त सनद मधील अटीशर्तीची व अकृषिक परवानगीच्या आदेशामधील अटीशर्तीची पूर्तता करणे आपणावर बंधनकारक राहिल.
- 34) महाराष्ट्र महानगरपालिका अधिनियम 1949 चे कलम 263 अन्वये भोगवटा दाखला घेणे आपणावर बंधनकारक राहिल.
- 35) सदरच्या जागेवर बांधकामासाठी 200 पेक्षा जास्त बांधकाम कामगार असल्यास काम करणाऱ्या बांधकाम कामगारांसाठी महाराष्ट्र इमारत व इतर बांधकाम कामगार कल्याणकारी मंडळ यांचेमार्फत राबविण्यात येणाऱ्या योजना, त्यासाठीचे अर्ज, त्यासंबंधी इतर आवश्यक माहिती तसेच पात्र बांधकाम कामगारांची नोंदणी करिता आवश्यक प्रक्रिया नोंदणी, नुतनीकरण, बांधकाम कामगारांचे बँक खाते उघडणे इत्यादी सर्व प्रकारची संबंधित कामे करणेसाठी Facilitation Centre उभारणे बंधनकारक राहिल.
- 36) इमारत पूर्ण झाल्यानंतर बांधकाम परवानगी मधील नमुद अटी व शर्तीचे पालन केल्याशिवाय बांधकाम पूर्णत्वाचे प्रमाणपत्र व भोगवटा दाखला देण्यात येणार नाही. अटीची पूर्तता न केल्यास महाराष्ट्र प्रादेशिक व नगररचना अधिनियम 1966 व महाराष्ट्र महानगरपालिका अधिनियम 1949 अन्वये विकासकावर गुन्हा नोंद करून पुढील कार्यवाही करण्यात येईल.
- 37) सदर जागेमध्ये इमारतीचे बांधकाम सुरु करतांना बांधकामाच्या अनुषंगीक कामामुळे सभोवतालच्या इमारतींना / बांधकामांना / रहिवाश्यांना त्रास होणार नाही किंवा जिवीत वा वित्त हानी होणार नाही याची खबरदारी घेणेची सर्वस्वी जबाबदारी विकासक / वास्तुविशारद, स्ट्रक्चरल इंजिनिअर / साईट सुपरव्हाईजर यांची राहणार असून त्यासाठी महानगरपालिका जबाबदार राहणार नाही.
- 38) सदर गृहसंकुलातील रहिवाश्यांसाठी आवश्यक क्षमतेचा जैविक खत निर्मिती प्रकल्प उभारून कार्यान्वीत करणे आपणावर बंधनकारक राहिल.
- 39) शासनास हस्तांतरीत करावयाच्या सदनिका शासनास हस्तांतरीत करून त्याबाबतच्या नाहरकत दाखल्यासह शासनाच्या इतर विभागाकडील आवश्यक नाहरकत दाखले / परवानग्या प्राप्त करून घेणेची सर्वस्वी जबाबदारी विकासक व वास्तुविशारद यांची राहिल.
- 40) सदर जागेमध्ये माती भरणी किंवा खोदकाम करणेसाठी संबंधित महसूल प्राधिकरणाकडून परवानगी घेणे व त्या अनुषंगीक आवश्यक शुल्काचा भरणा करणे बंधनकारक राहिल.

मिरा भाईंदर महानगरपालिका

नगररचना विभाग

स्वामी विवेकानंद भवन आरबीके स्कूलच्या बाजूला कनाकिया, मिरारोड (पु.)
जि. ठणे - 401 107. दूरध्वनी : 022-28121455, • E-mail Id : nbmc.tn@gmail.com



जा.क्र. :- मनपा/नर/ 3807/ 2022 - 2022

दिनांक :- 9/9/2022

- 41) सदर जागेबाबत शासन निर्देशाप्रमाणे आवश्यक असणा-या परवानग्या / नाहरकत दाखले प्राप्त करून घेणेची जबाबदारी विकासकाची राहिल.
- 42) मोकळ्या जागेच्या कराचा भरणा प्रत्येक वर्षाच्या आर्थिक वर्षामध्ये भोगवटा दाखला प्राप्त दिनांकापर्यंत भरणा करणे आपणावर बंधनकारक राहिल. कराचा भरणा न केल्यास आपणावर पुढील कायदेशीर कार्यवाही करण्यात येईल.
- 43) भोगवटा दाखल्यापूर्वी शासन अधिसूचना क्र. टिपीएस-1218/2710/प्र.क्र.117/18, नवि-12, दि.06/10/2018 प्रमाणे सदर जागेमध्ये आवश्यक क्षमतेचा सांडपाणी प्रक्रिया व पुर्नवापरासाठीचा प्रकल्प उभारून कार्यान्वीत करणे बंधनकारक राहिल.

जा.क्र. मनपा / नर / 3807 / 2022 - 2022

दि. 9/9/2022

(मा. आयुक्त सो. यांच्या मंजूरीने.)



Jumey

(हे. रा. ठाकूर)

सहा. संचालक, नगररचना
मिरा भाईंदर महानगरपालिका

प्रत - माहितीस्तव व पुढील कार्यवाहीस्तव :-

- 1) विभाग प्रमुख,
अतिक्रमण तथा अनाधिकृत बांधकाम नियंत्रण विभाग.
- 2) कर निर्धारक व संकलक अधिकारी,
कर विभाग.

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दस्त क्र. 61/21	
19	930



337/6424
Monday, April 11, 2022
3:28 PM

पावती

Original/Duplicate
नोंदणी क्र. 39म
Regn 39M

गावाचे नाव: भाईदर
इम्तएवजाचा अनुक्रमांक: टनन7-6424-2022
इम्तएवजाचा प्रकार : करारनामा
मादर करणान्याचे नाव: राजेश प्रेमजीभाई वाढेर - -

पावती क्र.: 7091 दिनांक: 11/04/2022

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 2600.00
पृथांची संख्या: 130	
एकूण:	रु. 32600.00

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वाजार मुल्य: रु.4102068.85 /-
मोवदला रु.6500000/-
भरलेले मुद्रांक शुल्क : रु. 390000/-

Joint Sub Registrar Thane 7
प्र. सह दुय्यम नियंत्रक (धर्ग-२)
ठाने क्र. ७

- 1) देयकाचा प्रकार: DHC रक्कम: रु.2000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 1104202206888 दिनांक: 11/04/2022
बँकेचे नाव व पत्ता:
- 2) देयकाचा प्रकार: DHC रक्कम: रु.600/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 1104202207000 दिनांक: 11/04/2022
बँकेचे नाव व पत्ता:
- 3) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH015533999202122E दिनांक: 11/04/2022
बँकेचे नाव व पत्ता:

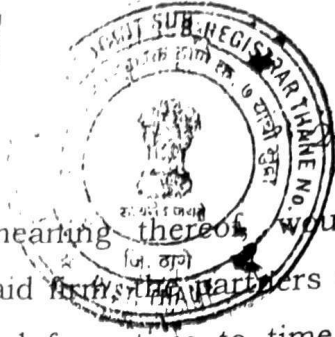
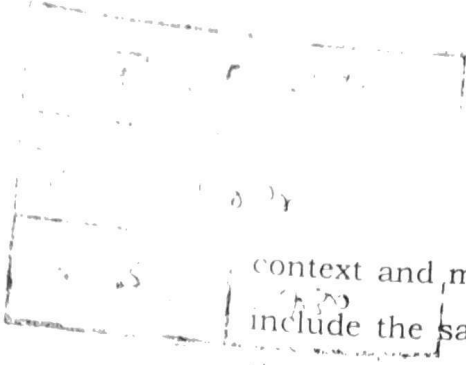


मुळदस्त परत मिळाला

4/11/2022

AGREEMENT FOR SALE

THIS AGREEMENT is made and entered into at Bhayandar, on this 31st day March of the Christian Year Two Thousand Twenty Two, by and between, **M/S. PAHAL CONSTRUCTION CO.**, a partnership firm, duly constituted under the provisions of Indian Partnership Act, 1932, having its address at 1 & 2, Ground Floor, Kailash Mansarovar, Swami Satyanandji Maharaj Marg, Bhayandar (West), District - Thane 401 101, hereinafter for the sake of brevity referred to as "**THE PROMOTERS**" (which expressions shall unless it be repugnant to the



context and meaning thereof, would mean and deem to mean and include the said firm, the partners constituting the said firm for the time being and from time to time and their survivor/s and their respective legal heirs, representatives, executors, administrators and assigns) of the **ONE PART**

AND

1. SHRI RAJESH PREMJI BHAI VADHER & 2. SMT. TEJAL RAJESH VADHER, both Indian Inhabitants, having their address at Flat No.J/101, Sonam Pushp Building, Golden Nest, Phase – 1, Bhayander (East), District Thane – 401 105, hereinafter for the sake of brevity referred to as **"THE ALLOTTEE"** (which expression shall unless it be repugnant to the context and meaning thereof, would mean and deem to mean and include, in case of individual or individuals, his/her/their legal heirs, executors, administrators and assign/in case of body corporate, its successors and assigns/in case of partnership, the such firm, the partners constituting the said firm, for the time being and from time to time, their survivor/s and their respective legal heirs, administrators, executors and assigns/in case of Hindu Undivided Family, the co-parcenors of the such HUF, for the time being and from time to time, their survivors from time to time and their respective legal heirs, administrators, executors and assigns/in case of trust, the trustees for the time being and from time to time of the trust and the survivor/s of them and their respective legal heirs, representatives, executors, administrators and assigns of the last survivor of them) of the **OTHER PART**.

[Promoters]

J. Maithe
R. Vadher

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दस्ता क्र.	




WHEREAS:-

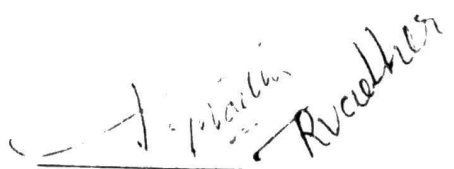
a) In this Agreement (unless the context requires otherwise):-

- (i) reference to the singular includes reference to the plural and vice versa;
- (ii) reference to any gender includes reference to all other genders;
- (iii) reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of these presents) for the time being in force and all statutory instruments or orders made pursuant to such statutory provisions;
- (iv) references to any Clause, Section, Annexure or Schedule shall be deemed to be a reference to such Clause, Section, Annexure or Schedule, of or to these presents.

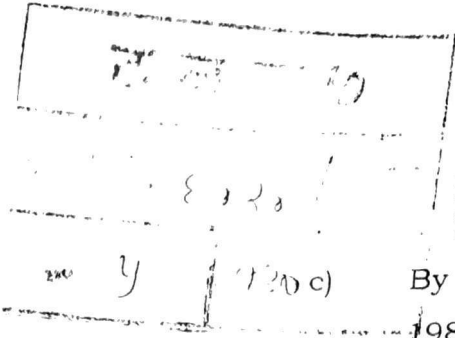
b) By diverse deeds, factors and circumstances one Smt. Anandibai Patil & 17 others, were the joint owners of a land bearing **Old Survey No. 646, New No. 247, Hissa No.1**, admeasuring 8,750 sq. mtrs. situate at, being and lying at Revenue Village - Bhayandar, Taluka & District - Thane, which is now falling within the local limits of Mira Bhayandar Municipal Corporation and more particularly described in the **First Schedule** written hereunder, hereinafter referred to as "**The said Entire Land/Property**".



[Promoters]



[Allottee]



-4-

By and vide a duly registered Sale Deed dated 27th September 1988, the said Smt. Anandibai Patil & 17 others had sold, transferred, assigned and conveyed the said Entire Land, in favour of (1) Shri. Kimtilal K. Gupta, (2) Shri. Nandlal G. Bhutra, (3) Shri. Ramautar G. Bhutra & (4) Shri. Anupkumar K. Gupta, at and on the terms and conditions and for considerations, which are more particularly described in the said Sale Deed dated 27th September 1988.

- d) Accordingly, the said Entire Land came to be mutated in the joint names of the abovesaid (1) Shri. Kimtilal K. Gupta, (2) Shri. Nandlal G. Bhutra, (3) Shri. Ramautar G. Bhutra & Shri. Anupkumar K. Gupta.
- e) Subsequent to a sou motto enquiry by the Sub Divisional Officer, Thane, by and vide an order dated 24th January 1994, the names of the abovesaid (1) Shri. Kimtilal K. Gupta, (2) Shri. Nandlal G. Bhutra, (3) Shri. Ramautar G. Bhutra & (4) Shri. Anupkumar K. Gupta, came to be deleted from the 7/12 Extracts of the said Entire Land.
- f) During the period the names of the abovesaid (1) Shri. Kimtilal K. Gupta, (2) Shri. Nandlal G. Bhutra, (3) Shri. Ramautar G. Bhutra & (4) Shri. Anupkumar K. Gupta, came to be deleted from the 7/12 Extracts of the said Entire Land, the said Smt. Anandibai Patil & 17 others had illegally sold the said Entire Land, in favour of one Radha Swami Satsang Beas.
- g) In the appeal filed by the abovesaid (1) Shri. Kimtilal K. Gupta, (2) Shri. Nandlal G. Bhutra, (3) Shri. Ramautar G. Bhutra &

[Promoters]

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(4) Shri. Anupkumar K. Gupta, before The Deputy Resident Collector, Thane, by and vide an order dated 29th April 1998, the order by the Sub-Divisional Officer, Thane, for the deletion of the names of the abovesaid (1) Shri. Kimtilal K. Gupta, (2) Shri. Nandlal G. Bhutra, (3) Shri. Ramautar G. Bhutra & (4) Shri. Anupkumar K. Gupta, came to be set aside and accordingly, the names of the abovesaid (1) Shri. Kimtilal K. Gupta, (2) Shri. Nandlal G. Bhutra, (3) Shri. Ramautar G. Bhutra & (4) Shri. Anupkumar K. Gupta, came to be restored in the 7/12 Extracts of the said Entire Land.

- h) The abovesaid (1) Shri. Kimtilal K. Gupta, (2) Shri. Nandlal G. Bhutra, (3) Shri. Ramautar G. Bhutra & (4) Shri. Anupkumar K. Gupta, had filed a civil suit, being Special Civil Suit No. 422/2001 before the Civil Judge, Thane, against the abovesaid Radha Swami Satsang Beas, seeking various reliefs.
- i) The abovesaid suit came to be compromised, as per a Compromise/Consent Terms dated 12th September 2007, filed before the Civil Judge, Thane.
- j) Subsequent to filing of the Compromise/Consent Terms, the abovesaid (1) Shri. Kimtilal K. Gupta, (2) Shri. Nandlal G. Bhutra, (3) Shri. Ramautar G. Bhutra & (4) Shri. Anupkumar K. Gupta and the said Radha Swami Satsang Beas, mutually agreed to modify and vary the said Compromise/Consent Terms dated 12th September, 2007 and accordingly it was mutually agreed that the abovesaid (1) Shri. Kimtilal K. Gupta, (2) Shri. Nandlal G. Bhutra, (3) Shri. Ramautar G. Bhutra & (4) Shri. Anupkumar K. Gupta, would release and convey a portion admeasuring 3,342 sq. mtrs out of the said Entire


[Promoters]

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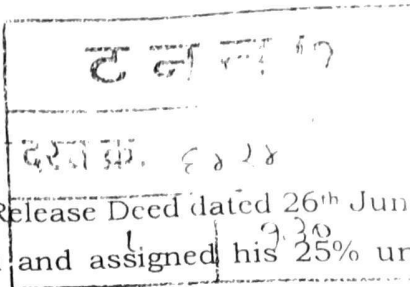


Land, in favour of the said Radha Swami Satsang Beas and the balance area admeasuring 5,408 sq. mtrs., which is delineated in green coloured ink in the authenticated copy of the table plan annexed hereto and marked as **Annexure - I** and more particularly described in the **Second Schedule** written hereunder, hereinafter referred to as "**The Said Land**", be retained and owned by the abovesaid (1) Shri. Kimtilal K. Gupta, (2) Shri. Nandlal G. Bhutra, (3) Shri. Ramautar G. Bhutra & (4) Shri. Anupkumar K. Gupta.

- k) In pursuance thereto, by and vide a duly registered Release Cum Conveyance dated 31st December 2011, the abovesaid (1) Shri. Kimtilal K. Gupta, (2) Shri. Nandlal G. Bhutra, (3) Shri. Ramautar G. Bhutra & (4) Shri. Anupkumar K. Gupta, had released and conveyed a portion admeasuring 3,342 sq. mtrs., out of the said Entire Land, in favour of the abovesaid Radha Swami Satsang Beas.
- l) In the premises, the abovesaid (1) Shri. Kimtilal K. Gupta, (2) Shri. Nandlal G. Bhutra, (3) Shri. Ramautar G. Bhutra & (4) Shri. Anupkumar K. Gupta, become the joint owners of the Said Land, which is more particularly described in the Second Schedule written hereunder, having 25% undivided share and rights each.
- m) The said Shri. Anupkumar K. Gupta, on account of the fact that he had not contributed any amount towards the cost of acquiring of the said Entire Land and whatever his contribution towards his 25% undivided share and rights in the said Entire Land was made by his real and direct brother and the co-owner, i.e. abovesaid Shri. Kimtilal K. Gupta, by


[Promoters]


[Allottee]



and vide a duly registered Release Deed dated 26th June 2013, had released, relinquished and assigned his 25% undivided share and rights in the Said Land, in favour of the said Shri. Kimtilal K. Gupta.

- n) In the premises as aforesaid, the abovesaid (1) Shri. Kimtilal K. Gupta, (2) Shri. Nandlal G. Bhutra & (3) Shri. Ramautar G. Bhutra become entitled to the Said Land in the ratio of 50:25:25 i.e. 50% Shri. Kimtilal K. Gupta, 25% Shri. Nandlal G. Bhutra and 25% Shri. Ramautar G. Bhutra.
- o) By and vide an order by Tahsildar Thane, bearing No. Mehsul/K-1/T-2/Jamin Baabjat/Kavi-20184/2017 dated 18th December, 2017 the necessary permission for use of the said land for non-agricultural purpose was granted, which is as per authenticated copy of the same annexed hereto and marked as **Annexure - II.**
- p) Upon the application made by the said (1) Shri. Kimtilal K. Gupta, (2) Shri. Nandlal G. Bhutra & (3) Shri. Ramautar G. Bhutra, the local development authority viz:- The Mira Bhayandar Municipal Corporation, by and vide its order bearing No. MBMC/NR/1694/2018-19 dated 5th July, 2018 sanctioned the development plan in respect of the Said Land, and the same came to be revised by and vide an office order bearing No. MBMC/NR/3408/2021-22 dated 18th January, 2022, hereinafter referred to as **"The Revised Sanctioned Plan"** which is as per the authenticated copy of the same annexed hereto and marked as **Annexure - III.**

[Signature]

[Promoters]

[Signature]
[Signature]

[Allottee]

The Sanctioned Plan consists of 2 nos. wings viz.:- **Wing 'A' & Wing 'B'**

- r) As per the mutual agreement by and between the said Shri. Kimtilal K. Gupta of one part and the said (1) Shri. Nandlal G. Bhutra & (2) Shri. Ramautar G. Bhutra, of the other part, it is mutually decided and agreed that 'A' Wing shall be developed, constructed and owned by the Promoters herein i.e. M/s. Pahal Construction Co., in which the said Shri. Kimtilal K. Gupta, is already a partner and further that 'B' Wing shall be developed, constructed and owned by one M/s. Geeta Developers, in which, the said (1) Shri. Nandlal G. Bhutra & (2) Shri. Ramautar G. Bhutra, are already partners.
- s) Accordingly, by and vide a duly registered writing dated 15th September 2018 [Regn. No. TNN7/13050/2018 dated 15/09/2018] made and entered into by and between the said (1) Shri. Nandlal G. Bhutra & (2) Shri. Ramautar G. Bhutra, as the Party of the One Part and Shri. Kimtilal K. Gupta, as the Party of Other Part, the abovesaid mutual agreement came to be recorded. It is also recorded in the said abovesaid Agreement dated 15th September 2018, that all and entire common areas, including R.G., car parking and also all other amenities and facilities to be provided in the development work to be carried out of the Said Land, jointly developed by the Promoters herein i.e. M/s. Pahal Construction Co. and the said M/s. Geeta Developers and the same shall be to the benefit of the allottees of the premises of both 'A' & 'B' Wings, under a common umbrella to be formed as Federation or Apex Society of the body of allottees of the premises of both 'A' & 'B' Wings.

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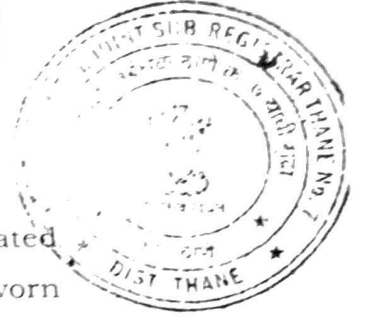
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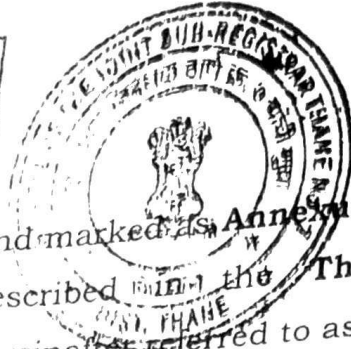
mutual agreement as stated



- t) In pursuance to such mutual agreement as stated hereinabove, Shri. Kimtilal K. Gupta, by and vide a sworn writing had confirmed and recorded the fact that he has brought all and entire benefits in 'A' Wing [i.e. his 50% undivided share and rights in the Said Land], as per the abovesaid writing dated 12th August, 2014, in the firm of the Promoters herein, by way of his capital contribution.
- u) In the premises as aforesaid, the Promoters herein become entitled to the development rights and the ownership of the 'A' Wing.
- v) The common areas of the Said Building are set-out in **Fifth Schedule [A]** written hereunder and the common areas of the both the buildings are set-out in **Fifth Schedule [B]** written hereunder.
- w) In pursuance to issuing of Revised Sanctioned Plan, the Mira Bhayandar Municipal Corporation by and vide its office order bearing MBMC/NR/3408/2021-22 dated 18th January, 2022, has issued the Revised Commencement Certificate, in respect of the development work to be carried out of the Said Land, which is as per the authenticated copy of the same annexed hereto and marked as **Annexure - IV**.
- x) As per the Sanctioned Plan, the 'A' Wing consists of Ground + Podium + 24 nos. Upper Floors.
- y) The 'A' Wing is to be constructed on a portion out of the Said Land admeasuring 435 sq. mtrs., and which is delineated in red coloured ink in the copy of the Table Plan annexed hereto

[Promoters]

[Allottee]



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and marked as **Annexure - I**, and which is more particularly described in the **Third Schedule** written hereunder, hereinafter referred to as **"The Project Land"**.

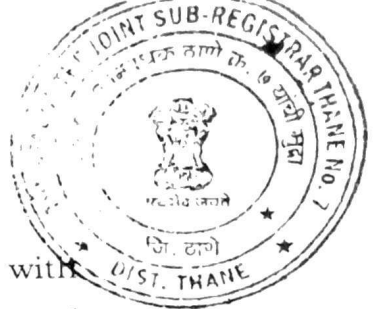
- z) The 'A' Wing to be constructed on the Project Land is presently known as **"ANANDAM A"** and the same is hereinafter referred to as **"The Said Building"**.
- aa) The Project Land and the Said Building are hereinafter collectively referred to as **"The Project"**.
- bb) In view of the writings as recited hereinabove and also the facts and circumstances as set-out hereinabove, the Promoters are entitled to deal the premises of the Said Building, on what is known as **"OWNERSHIP BASIS"**, with the prospective allottees and receive so also to enter into Agreement For Sale, including receive considerations directly.
- cc) The Promoters have already commenced the civil work other development and construction work of the Said Building on the Project Land.
- dd) The copy of the Certificate of Title, issued by **Shri. P. Hari (Advocate, High Court, Bombay)**, the advocate of the Promoters and the same is as per the authenticated copy of the same annexed hereto and marked as **Annexure - V** and the authenticated copy of the 7/12 Extract of the Said Land is annexed hereto and marked as **Annexure - VI**.



[Promoters]


J. Maitra
Director

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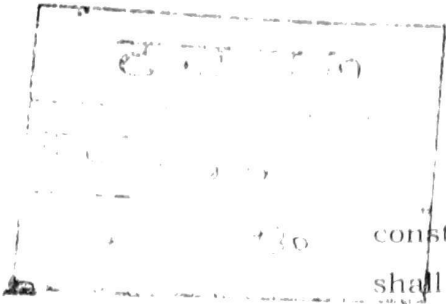
- ee) The Promoters herein have entered into an agreement with **M/s. Avinash Mhatre & Associates**, Architects, registered with the Council of Architecture.
- ff) Likewise, the Promoters have also appointed **M/s. Pro-Tech Consultants**, as the R.C.C. Consultant of the Project and the Promoters have agreed to avail the services of the above for the Project.
- gg) The Allottee has demanded from the Promoters and the Promoters have given the inspection to the Allottee, all the documents relating to the title of the Said Land and also the plans, designs and specifications as prepared by the Promoters' Architect and all such other documents, as are specified under the provisions of the Real Estate (Regulation & Development) Act, 2016, hereinafter referred to as "**The Said Act/RERA**" and the rules made under Maharashtra RERA and the Allottee doth hereby admit, confirm and acknowledge that he has duly personally and physically verified and also closely perused the same and is also fully satisfied about the contents, particulars, validity and genuineness of the same.
- hh) The authenticated copies of the plans and specifications of the premises sought to be allotted by the Allottee, as sanctioned and approved by the local authority and other concerned authority/body are also already annexed hereto.
- ii) The Promoters have informed the Allottee that it has already obtained the approvals, sanctions and nocs from the concerned authorities or bodies, including the plans, the specifications, elevations, sections of the Said Building to be

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[Promoters]


*J. Mhatre
Ravikiran*

[Allottee]



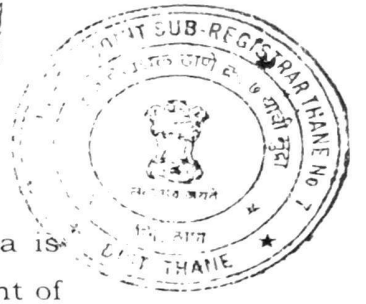
constructed on the Project Land, as set-out hereunder and shall obtain the Occupation Certificate of the Said Building to be constructed on the Project Land.

- jj) The Promoters have also informed the Allottee that while sanctioning the plans by the concerned local authorities or bodies or the Government, has laid down certain terms, conditions, stipulations and restrictions to be observed and performed by the Promoters, while carrying out the development work of the Said Building and only upon the due observance and performance of the same, the Occupation Certificate in respect of the Said Building shall be issued / granted by the concerned local authority or body.
- kk) The Allottee has applied to the Promoters for the allotment of a premises, being **Flat No. 1403**, on **14th Floor, A Wing**, admeasuring **59.81 sq. mtrs.** (carpet) as per RERA, in the Said Building to be constructed on the Project Land forming part of the Project.
- ll) The Carpet Area means the net useable floor area, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the premises under reference for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the premises under reference for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartments. The carpet area is calculated prior to application


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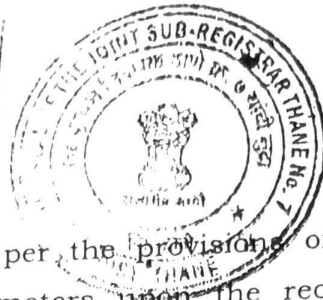
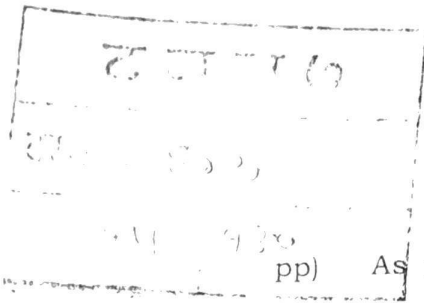


of any finishes (i.e. on bare shell basis). The carpet area is subject to tolerance/variation of +/- 3 per cent on account of structural design and construction variances. In case of any dispute on the measurement about the carpet area, the same shall be physically measured after removing all finishes that have been applied / fitted and the cost of such removal and refitting of such finishes shall be borne by the party, which raises the dispute about the measurement of carpet area.

- mm) The Promoters have already registered the Project to be carried out on the Project Land, with the Real Estate Authority at Mumbai, under Sr. No. P51700017515 dated 23rd August 2018 under the Said Act and the authenticated copy of the same is annexed hereto and marked as **Annexure - VII**.
- nn) The parties hereto based on and relying upon the confirmations, representations of each other to faithfully abide by the terms, conditions and stipulations, as contained hereunder and all applicable laws, are now desirous of entering into these presents, on the terms and conditions, hereinafter appearing hereunder.
- oo) The Allottee has paid to the Promoters, a sum of **Rs.5,00,000/- (Rupees Five Lacs Only)** on or before execution of these presents, towards the token/earnest money / application fee or part payment of the consideration, in respect of the premises sought to be allotted by the Allottee from the Promoters and the payment and receipt whereof, the Promoters do hereby admit, confirm and acknowledge and the balance/ remaining consideration shall be paid as provided hereunder.

[Promoters]

[Allottee]



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As per the provisions of Section 13 of the Said Act, the Promoters upon the receipt of 10% of the consideration payable, as provided hereunder, are required to execute, a written Agreement For Sale, in respect of the premises to be allotted to the Allottee and also register the same, as per the provisions of The Registration Act, 1908 and accordingly, the parties hereto are entering into these presents, in the manner as appearing hereunder, which have been mutually agreed to by and between the parties hereto:-

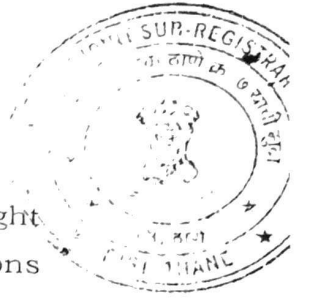
NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

01. All the recitals made hereinabove including the Schedules and Annexures hereto shall form and become an integral part and parcel of this agreement, as if, the same are incorporated in the body of these presents and as such, the same shall be read, interpreted and construed accordingly.
02. The Promoters have already commenced the development and construction work of the Said Building i.e. a building which is presently known as **"ANANDAM A"** and which is presently in Ground (i.e. part parking, part amenities and part commercial)+ Podium (i.e. part parking, part amenities and part commercial) + 24 nos. Upper Floors.

Provided that the Promoters shall have to obtain prior written consent from the Allottee, in case, any variations or

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modifications, which may adversely affect the premises sought to be allotted to the Allottee except any alterations or additions are required to be carried out by any local authority or Government authorities or on account of any change in the law or availability or entitlement of any additional or further F.S.I. on the Project Land or the Said Land, as the case may be.

03. The Allottee hereby agrees to seek allotment from the Promoters and the Promoters do hereby agree to allot to the Allottee, a premises, being Flat No. **1403**, on **14th** Floor, **A** Wing, admeasuring **59.81** sq. mtrs. (carpet) as per RERA, (which is not taken into account or considered for calculating the consideration payable by the Allottee, as provided hereunder) of the Said Building i.e. **ANANDAM - A**, to be constructed on the Project Land and more particularly described in the **Fourth Schedule** written hereunder, hereinafter referred to as "**The Said Flat**" Or "**The Said Premises / Apartment**", as shown in authenticated copy of the Floor Plan thereof, annexed hereto and marked as **Annexure - VIII**, for a consideration of **Rs.65,00,000/- (Rupees Sixty Five Lacs Only)**, including Rs. Nil (Rupees Nil Only) being the proportionate price of the common areas and facilities appurtenant to the Said Premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Fifth Schedule** written hereunder.

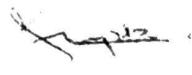
04. The Allottee shall pay the abovesaid amount of consideration to the Promoters in the following manner:-

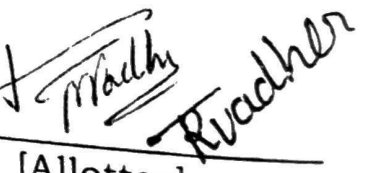
[Promoters]

[Allottee]



Milestone	%	Amount
On Booking	10%	6,50,000
Payable within 15 days	10%	6,50,000
On completion of Plinth	14%	9,10,000
On completion of Podium slab	3%	1,95,000
On completion of 2nd slab	3%	1,95,000
On completion of 4th slab	3%	1,95,000
On completion of 6th slab	3%	1,95,000
On completion of 8th slab	3%	1,95,000
On completion of 10th slab	3%	1,95,000
On completion of 12th slab	3%	1,95,000
On completion of 14th slab	3%	1,95,000
On completion of 16th slab	3%	1,95,000
On completion of 18th slab	3%	1,95,000
On completion of 20th slab	3%	1,95,000
On completion of Last slab	3%	1,95,000
On completion of Walls, internal plaster of Said Premises	5%	3,25,000
On completion of staircases, lift wells, lobbies upto the floor level of the Said Premises	5%	3,25,000
On completion of external plumbing and external plaster, elevation, terraces with waterproofing of the wing in which the Said Premises is located	5%	3,25,000
On completion of electrical fitting of the Said Premises	5%	3,25,000
On completion of the lifts, water pumps, mechanical and environment requirements, entrance lobbies	5%	3,25,000
On possession or after receipt of Occupation Certificate or Completion Certificate	5%	3,25,000
Total	100%	65,00,000


[Promoters]



[Allottee]


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the Allottee, obtained from the concerned local authority Occupation Certificates in respect of the Said Building.


13. It is clearly agreed, understood and acknowledged by the Promoters and the Allottee that time being the **“Essence of the Contract”**. The Promoters shall abide by the time schedule for completing the Project and handing over the possession of the Said Premises to the Allottee and the common areas to the common body of the allottees of all the premises of the Said Building, after obtaining the Occupation Certificate. Similarly, the Allottee also shall make timely payments of the installments and other amounts and dues payable by him to the Promoters and also for meeting the other obligations under these presents, subject to the simultaneous completion of construction by the Promoters as provided in Clause No. 04 hereinabove. (i.e. Payment Plan).
14. The Promoters hereby declare that the Floor Space Index sanctioned as on date in respect of the Said Land is 14,906.27 sq. mtrs. There is anticipation of further F.S.I. in the Said Land by use of permissible T.D.R. and in such event, the F.S.I. in that respect of the Said Land may go upto 16,100 sq. mtrs. and such additional F.S.I. may be in the form of Premium F.S.I. and Incentive F.S.I. or any other F.S.I. by whatever name the same are referred to or described. The Promoters and the said M/s. Geeta Developers shall be using such additional or further F.S.I. entitlement as per the Development Control Regulation or based on the expectation of increased F.S.I., which may be available in future on modification/ revision of Development Control Regulations, which are applicable to the Project. The Promoters have disclosed the Floor Space Index of as proposed


[Promoters]



[Allottee]

to be utilized by it on the Said Land and also in the Project and the Allottee has agreed to acquire the Said Premises, based on the proposed construction to be carried out by the Promoters and the said M/s. Geeta Developers and the sale of premises thereof by the Promoters, by utilizing the proposed F.S.I. and on the clear-cut understanding that the declared proposed F.S.I. shall always belong to Promoters and the said M/s. Geeta Developers alone and further that the Promoters herein and also the said M/s. Geeta Developers may make use of such F.S.I., as they may in its sole discretion deem fit and proper, including use of such additional or further benefits of F.S.I., either on the Said Land or the Building A & B or any other land or lands.

15. In case, the Promoters are not able to abide by the time schedule for completing the Project and offering the possession of the Said Premises to the Allottee, and in such event, the Promoters agree to pay to the Allottee, in case, he does not intend to withdraw from the Project, an interest as specified in the Rule No. 18 of RERA, on all the amounts paid by the Allottee, for every month of delay, till such time of handing over/offering of the possession of the Said Premises to the Allottee.
16. The Allottee agrees to pay to the Promoters, interest as specified in the Rule No. 18 of the RERA, on all the delayed payment which become due and payable by the Allottee to the Promoters under the terms of these presents from the dates on which, such amounts become due and payable by the Allottee to the Promoters, which is as per the Payment Plan as stated hereinabove.



[Promoters]



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THE FOURTH SCHEDULE HEREINABOVE REFERRED TO

A flat./shop, being Flat No. **1403**, on **14th** Floor, **A** Wing admeasuring **59.81** sq. mtrs. (carpet), as per RERA of the building which is presently known as "**ANANDAM A**" and which is bounded as under:-

That is to say that:-

- | | | |
|---------------------|---|------------------------------|
| On or towards North | : | Flat No. 1404; |
| On or towards South | : | 18 mtrs. Wide DP Road; |
| On or towards East | : | Duct; |
| On or towards West | : | High School & PG Reservation |

THE FIFTH SCHEDULE HEREINABOVE REFERRED TO

SECTION 'A'

(The nature, extent and description of common areas and facilities of the Said Building)

1. A portion of Land underneath Wing A.
2. Staircase, lift, lobbies, fire escapes, common entrances and the lobby.
3. Common Terrace.
4. Common Storage Space.
5. Meter Rooms.
6. Firefighting systems.
7. Overhead Water Storage Tank
8. Society Room

[Promoters]

[Allottee]

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THE FIRST SCHEDULE HEREINABOVE REFERRED TO

ALL THAT pieces and parcels of land or ground bearing **Old Survey No. 646, New No. 247, Hissa No.1**, admeasuring 8,750 sq. mtrs. situate at, being and lying at Revenue Village - Bhayandar, Taluka & District - Thane, which is now falling within the local limits of Mira Bhayandar Municipal Corporation.

THE SECOND SCHEDULE HEREINABOVE REFERRED TO

A portion of land admeasuring 5,408 sq. mtrs., which is delineated in green coloured ink in the authenticated copy of the table plan annexed hereto and marked as **Annexure -I** and forming part and portion of the larger property which is more particularly described in the First Schedule written hereinabove.

THE THIRD SCHEDULE HEREINABOVE REFERRED TO

A portion of land admeasuring 435 sq. mtrs., and which is delineated in red coloured ink in the copy of the table plan annexed hereto and marked as **Annexure -I**, forming part and portion of the larger property which is more particularly described in the Second Schedule written hereinabove, upon which the **ANANDAM - A**, is to be constructed.


[Promoters]


Registrar

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SIGNED SEALED AND DELIVERED
BY THE WITHINAMED
"THE ALLOTTEE"

1. SHRI RAJESH PREMJI BHAI VADHER
(PAN NO. AFGPV2505L)



2. SMT. TEJAL RAJESH VADHER
(PAN No. AFVVPV3057L)



in the presence of:-

1. Shri. *R. P. Vadher*

2. Shri. *Hemant (Gudra)*

Tejal