

Receipt (cash)

535/3191

पावनी

Original/Duplicate

Thursday, August 22, 2024

नोंदणी क्र. 39म

10:36 AM

Regn. 39म

पावनी क्र. 3902 दिनांक 22/08/2024

गावाचे नाव: राजावनी

दस्तावेजाचा अनुक्रमांक: वसई6-3191-2024

दस्तावेजाचा प्रकार: करारनामा

मादद करणाऱ्याचे नाव: शिवकुमार यू. त्रिपाठी --

नोंदणी फी

₹. 30000.00

दस्त डाव्याळणी फी


₹. 1480.00

पुस्तानी मरफा: 74

एकूण:

₹. 31480.00

आपणाम मूळ दस्त, भयनेल प्रिंट, मुनी-२ अदावे
10:55 AM ह्या वेळेस मिळाले.


पुणेह.दुयवेग मिन. JSR Vasai-6
बंग-२

बाजार मूल्य: ₹. 2424000/-

मांडवना ₹. 4011000/-

भयनेल मुद्राक शुल्क: ₹. 280770/-

1) देयकाचा प्रकार: DHC रकम: ₹. 1480/-

सीटी/प्रतादेश/पि ऑर्डर क्रमांक: 0824216716840 दिनांक: 22/08/2024

रकमेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रकम: ₹. 30000/-

सीटी/प्रतादेश/पि ऑर्डर क्रमांक: MH007078432202425E दिनांक: 22/08/2024

रकमेचे नाव व पत्ता:





CHALLAN
MTR Form Number-6



RN	MH007078432202425E	BARCODE			Date	21/08/2024-18:36:43	Form ID	25.2
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Stamp Duty	TAX ID / TAN (If Any)	3929/2022					
	Registration Fee	PAN No.(If Applicable)	y / 102					
Office Name	VSI1_VASAI NO 1 SUB REGISTRAR			Full Name	Shantee Homes			
Location	PALGHAR			Flat/Block No.	Flat No.803			
Year	2024-2025 One Time			Flat/Block No.	Flat No.803			
Account Head Details		Amount In Rs.	Premises/Building	Sunshine Residency Building No. 01				
0030046401 Stamp Duty		280770.00	Road/Street	Sunshine Residency Building No. 01				
0030063301 Registration Fee		30000.00	Area/Locality	Rajavali, Vasai				
			Town/City/District					
			PIN	4 0 1 2 0 8				
			Remarks (If Any)	SecondPartyName=Shivkumar U. Tripathi-				
			Amount In	Three Lakh Ten Thousand Seven Hundred Seventy Rupe				
Total		3,10,770.00	Words	es Only				
Payment Details			IDBI BANK	FOR USE IN RECEIVING BANK				
Cheque-DD Details			Bank CIN	Ref. No.	69103332024082120386	2885231676		
Cheque/DD No.			Bank Date	RBI Date	21/08/2024-18:37:01	Not Verified with RBI		
Name of Bank			Bank-Branch	IDBI BANK				
Name of Branch			Scroll No. , Date	Not Verified with Scroll				

Department ID :

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

Mobile No. : 9225402999



दस्तावेज - १
दस्तावेज क्रमांक 3929/ 2024
७ / ७४

AGREEMENT FOR SALE

THIS AGREEMENT MADE AT Vasai this 22nd day of August in the year Two Thousand and Twenty Four between.

M/s. **SHANTEE HOMES (PAN AODPP6595E)**, a Proprietorship firm having its registered office at:- House No. 904, Ground Floor, Sai Shradha Bungalow, Behind Gopal Building, Shastri Nagar, Vasai (West), District-Palghar. Pin- "401202" hereinafter referred to as "**THE PROMOTER**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include the heirs, successors, executors, administrators and assigns) of the **ONE PART**:

AND

Mr./Ms. Shivkumar U Tripathi, Age:- 52, Pan No:- AEMPT2804F & Sudha Shivkumar Tripathi, Age:- 51 Pan No:- AHCPT6559.

aged about _____, residing at Room NO-1, Dharamraj Tiwari Chawl, Veet Bhati, Goregaon (East), Mumbai - 400063.

hereinafter referred to as "**THE ALLOTTEE**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include the heirs, successors, executors, administrators and assigns) of the **OTHER PART**.



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दस्त क्रमांक २९२९ २०२४
WHEREAS, *or*

a) The Promoter is/are the Owners to ALL THAT piece & parcel of open land and are seized and possessed of or well & sufficiently entitled to undertake the construction and development of Land situated at Village- Rajavali, Tal- Vasai, Dist- Palghar, Land bearing:-

Survey No	HissaNo.	Area (Hector)	Potkharaba (Hector)	Assess
189	1/1/4	0-30-10	00-01-30	Rs. 4.13

Total Land Area 00-31-40 Hector (more particularly described in First-Schedule written herein under & hereinafter referred to as "Said Land" for brevity's sake) and are the absolute owners.

- b) **AND WHEREAS** the Promoter have purchased the said Land by virtue of Deed of Conveyance which is duly registered vide **Conveyance Deed no. Vasai-2/16624/2021 dated 24/12/2021.**
- c) **AND WHEREAS** the Promoter are in exclusive physical possession of the said Land.
- d) **AND WHEREAS** the Promoter herein are seized & possessed of or well & sufficiently entitled to the said Land & the Promoter herein has authority to deal & dispose of the said land.
- e) **AND WHEREAS** the said Land is Special Residential Zone (Star-Zone) Open Land as per development plan published by VVCMC or the Planning Authority & is ready for development.
- f) **AND WHEREAS** the N.A. permission has been obtained in respect of said Land bearing S.No. 189, H.NO. 1/1/4 from the office of the Collector, Thane, vide Order No. MAHSUL- / K1 / T1 / JAMINBAB / KAAVI- / SR380 / 2019 / dated 26/11/2019 and the copy is attached as **ANNEXURE "F"**.
- g) **AND WHEREAS** the Promoter have obtained commencement certificate for the proposed Residential with shophline buildings under EWS/LIG Housing (as per regulation No. 7.7.1 by UDCPR) from VASAI-VIRAR CITY MUNICIPAL CORPORATION vide order No. VVCMC / TP / CC / VP-6435 / 424 / 2021-22 dated 28/12/2021. And Revised Development Permission from VVCMC bearing no. VVCMC/TP/RDP/VP-6435/156/2022-23 dated 15/07/2022 And Revised Development Permission from VVCMC bearing no. VVCMC/TP/RDP/VP-6435/28/2024-25 dated 11/07/2024 (more particularly described in the "THE FIRST SCHEDULE" hereunder written) and the copy is attached as **ANNEXURE "D"**



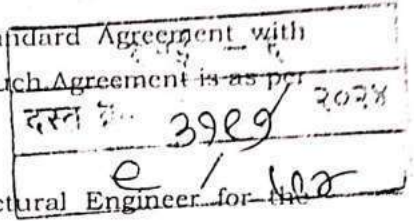
"D"

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h) **AND WHEREAS** the Promoter is entitled and enjoined upon to construct buildings on the said land in accordance with the sanctioned plan.

i) **AND WHEREAS** the Promoter has entered into a standard Agreement with Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;



j) **AND WHEREAS** the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings/structures and the Promoter accepts the professional supervision of the Architect and the structural engineer, provided however that the promoter shall be entitled to appoint at any time, any other licensed architects/surveyors and/or structural engineer in their place as the promoter so desire for the proposed project to be constructed on the said land.

k) **AND WHEREAS** the Promoter has registered the Building under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority bearing Registration No. P99000033436. Authenticated copy is attached as ANNEXURE "C".

l) **AND WHEREAS** the Promoter(s) have availed Construction Finance From AU SMALL FINANCE BANK LIMITED upon the sanctioned terms and conditions for which they have created charge on the Project "Sunshine Residency" situated at Village - Rajavali, Taluka - Vasai, District - Palghar Project RERA Registration No. P99000033436.

m) **AND WHEREAS** in pursuance of the sanctioned terms and conditions, an Indenture of Mortgage dated 22/12/2023 executed between the Promoters as Mortgagor and AU Small Finance Bank Ltd. As Mortgagee and have created a Mortgage on the project "Sunshine Residency" upon the terms and conditions mentioned therein. The said Indenture of Mortgage dated 22/12/2023 is registered with office of joint Sub Registrar of Vasai-6 under Serial No. 5880-2023.

n) **AND WHEREAS** by virtue of the Deed of Conveyance dated 24/12/2021 the Promoter has sole and exclusive right to sell the Flats/Shops/Offices or any other premises in the said building/s to be constructed by the Promoter on the said land and to enter into Agreement/s with the allottee of the Flats/Shops/Offices or any other premises and to receive the sale consideration in respect thereof.

o) **AND WHEREAS** on demand from the allottee, the Promoter shall give in possession 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 and of such other documents as are specified under the Real Estate (Regulation and



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and Regulations made thereunder;

- p) **AND WHEREAS** the authenticated copies of Certificate of Title is issued by the advocate of the Promoter by his report on Title. The copy of the said Report of Title is annexed hereto and marked as **Annexure-'G'**.
- q) The copies of 7/12 extract of village relating to the said Land is annexed hereto and marked as **ANNEXURE-'E'**.
- r) **AND WHEREAS** the copies of the plans and specifications of the Flats/Shops/Offices or any other premises agreed to be purchased by the Allottee, and as sanctioned and approved by the local authority have been annexed and marked as **ANNEXURE - 'B'**.
- s) **AND WHEREAS** the Promoter has got some of the approvals from the Town Planning Authority/Nagarparishad Palghar, to the plans, the specifications, elevations, sanctions of the said building/s and shall obtain the balance approvals from various concerned authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building/s.
- t) **AND WHEREAS** while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.
- u) **AND WHEREAS** the Promoter has accordingly commenced construction of the said building in accordance with the said proposed plans.
- v) **AND WHEREAS** the Allottee has applied to the Promoter for allotment of a Flat/Shop bearing No. 803, admeasuring Rera Carpet area 45.82 Sq.mtrs., and Enclosed balcony area _____ Sq.mtrs and Terrace area _____ Sq.mtrs on 8th Floor in the Building known as "**SUNSHINE RESIDENCY BUILDING NO. 01**". (hereinafter referred to as the said Flat/Shop in the said building and more particularly described in the "**THE SECOND SCHEDULE**" hereunder written).

WHEREAS the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this agreement and all applicable laws, are now willing to enter into this agreement on the terms and conditions appearing hereinafter;



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वर्ष - ६
दस्तावेज क्रमांक ३९९९ / २०२४
९९ / ०४

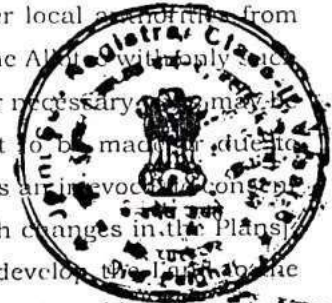
- x) **AND WHEREAS** prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs. 11,000/- (Rupees Eleven Thousand only) being part payment of the sale consideration of the Flat/Shop agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.
- y) **AND WHEREAS**, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Flat/Shop/Office with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- z) **AND WHEREAS** the above recitals shall form an integral part of the operative portion of this agreement, as if the same are set out herein verbatim. In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Flat/Shop/Office and the garage/covered parking (if applicable).

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

1. The Promoter shall construct the **Residential with Shopline Building for EWS/LIG Housing (as per Regulation No-7.7.1 by UDCPR)** in phase wise manner on the said land and in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Flat/Shop/Office or any other premises of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

The Promoter shall construct the said building in accordance with the plans, designs and specifications approved by VCMC and other local authority from time to time and which have been seen and approved by the Allottee with only variations and modifications as the Promoter may consider necessary and may be required by the concerned local authority / Government to be made due to architectural and structural reasons. [This shall operate as an irrevocable consent in writing of the Allottee to the Promoter carrying out such changes in the Plans. PROVIDED FURTHER that the Promoter are entitled to develop the land to the fullest extent by carrying out such additional development and/or alterations and/or additions and/or modifications to be constructed on the Land, more



particulars described in the schedule mentioned hereunder written. The Allottee agrees and gives his irrevocable consent that the Promoter shall have right to make additions, change of use/user, amendments and alteration to the plans with respect to the Building/s or any part thereof for any user of the structures/buildings/units etc. or any part thereof for change of User, or change of Use. This shall operate as an irrevocable consent in writing of the Allottee to the Promoter carrying out such changes.

1. a. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Flat/Shop No. 803, Rera Carpet area 45.82 Sq. mtrs, and Enclosed balcony area — Sq.mtrs and Terrace area — Sq.mtrs on 8th Floor, in the Building known as "SUNSHINE RESIDENCY BUILDING NO. 01" (hereinafter referred to as "the Flat/Shop") as shown in the Floor plan thereof hereto annexed and marked as ANNEXURE "B". The Allottee hereby agrees to purchase the said Rera carpet area for the consideration of Rs. 40,11,000/- /- (Rupees Forty Lakh Eleven Thousand only.)

only) including the proportionate price of the common area and facilities appurtenant to the said premises. All balcony/ies attached to the respective flat/shop in the said building shall be for the exclusive use of the Allottee of such flat/shop and being given without any consideration. The amenities to be provided by the Promoter in the premises are those that are set out in ANNEXURE "A" annexed hereto. The Allottee confirms that the specifications, fixtures, fittings and amenities mentioned in Annexure "A" hereto are tentative, and are subject to availability of the same. In case of unavailability, the Promoter is entitled to give an equivalent product and the Allottee hereby irrevocably grants his consent to the same.

1. b. The Allottee has paid on or before execution of this agreement at his/her/their own volition a sum of Rs. 5,11,000/- /- (Rupees Five Lakh Eleven Thousand only.)

only) as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of Rs. 35,00,000/- /- (Rupees Thirty Five Lakh only.)

only) in the following manner:-



On Registration

Rs. 2,91,200/- /-

On or before completion of Foundation.

Rs. 4,01,100/- /-

On or before completion of Plinth.

Rs. 6,01,650/- /-

On or before completion of 3rd slab.

Rs. 3,20,880/- /-

On or before completion of 6th slab.

Rs. 3,20,880/- /-

On or before completion of 9th slab.

Rs. 3,20,880/- /-

Sudha Shikhar

40.5	मं ६
दस्तावेज क्रमांक 3929	२०२४
८३	७४

36. JURISDICTION :-

It is expressly agreed by and between the Parties hereto that any suit, application and / or any other legal proceedings with regard to any matter, claims, differences and for disputes arising out of this Agreement for Sale shall be filed and referred to the Courts at Mumbai / Vasai - Palghar for the purpose of jurisdiction.

37. STAMP DUTY AND REGISTRATION:-

The charges towards stamp duty and Registration of this Agreement shall be borne and paid by the Promoter.

38. DISPUTE RESOLUTION:-

Any dispute between parties shall be settled amicably.

39. GOVERNING LAW:-

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

FIRST SCHEDULE ABOVE REFERRED TO THE SAID LAND:

ALL THAT pieces and parcels of Land lying, being and situated at Village - Rajavali, Taluka - Vasai, District - Palghar on Non -Agricultural land bearing Survey No. 189, Hissa No. 1/1/4, within the area of Sub-Registrar Vasai.

SECOND SCHEDULE ABOVE REFERRED TO:

Flat/~~Shop~~ bearing No. 803 of Rera Carpet area admeasuring 45.82 sq.mtrs, Enclosed balcony area — sq.mtrs and Terrace area admeasuring — Sq.mtrs on 8th Floor, in the Building known as "SUNSHINE RESIDENCY BUILDING NO. 01" to be constructed on Non - Agricultural land bearing Survey No.189, Hissa No.1/1/4, collectively lying, being and situated at Village - Rajavali, Taluka - Vasai, District - Palghar, within the area of Vasai Municipal Corporation and within the Jurisdiction of Sub-Registrar Vasai.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals on the day and year first hereinabove written.

SIGNED AND DELIVERED BY THE WITHIN NAMED)

Promoter: M/S. SHANTEE HOMES)

through its Proprietor)

Mr. Raaz Mohammed Abdul Samad Pathan)



Handwritten signature of Mr. Raaz Mohammed Abdul Samad Pathan

Allottee/s:

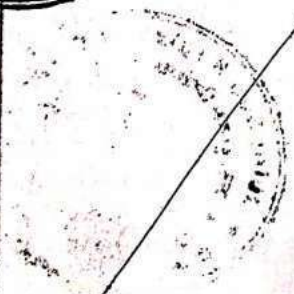
Shivkumar U Tripathi *(Signature)*

Sudha Shivkumar Tripathi

Sudha

in the presence of witnesses:-

- 1) Ashwin Dubey *(Signature)*
- 2) Dinesh Patil

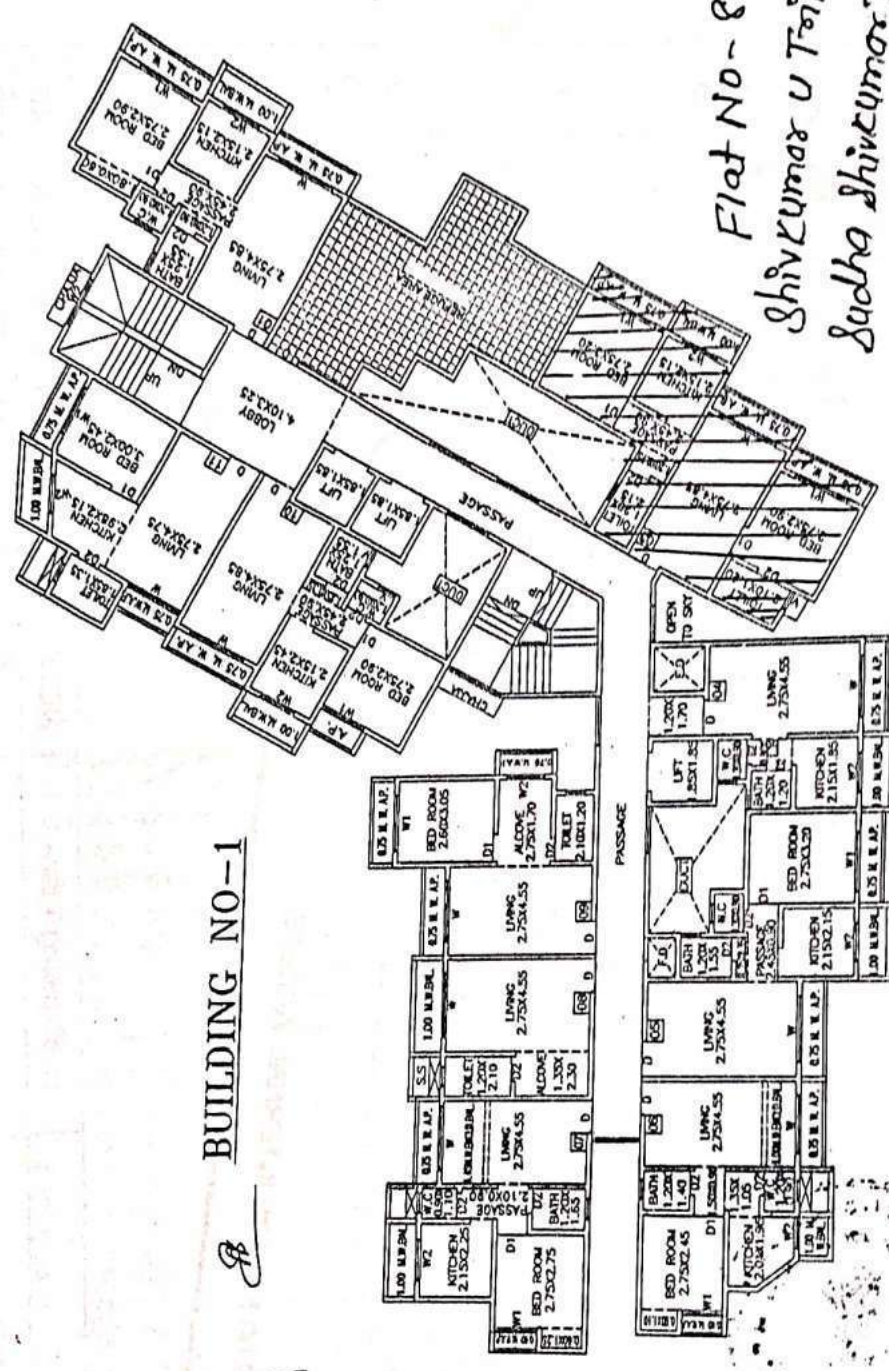


REC

Flat No - 803

Shivkumar U. Taripathi & Co
Sudha Shivkumar Taripathi

3929
62



BUILDING NO-1

8TH & 13TH FLOOR PLAN

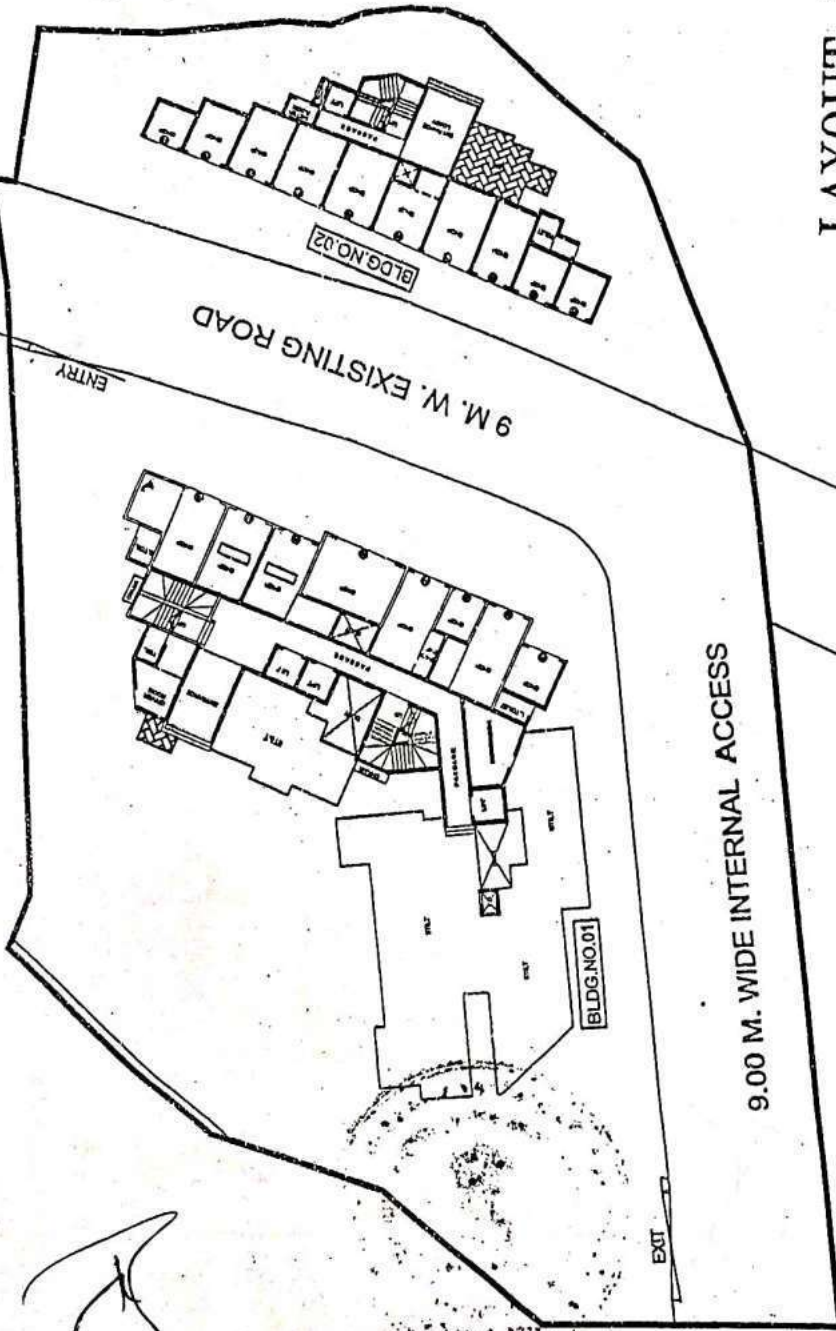
Sudha

Taripathi



दस्ता क्रमांक 3929/2028
 80 / 62
 वर्ग - ६

LAYOUT PLAN



PROJECT:-	ARCHITECTS AND ENGINEERS
PLAN SHOWING PLOT BEARING S.No.189 H.No.1pt. AT VILLAGE -RAJAVALI TAL -VASAI, DIST - PALGHAR.	ARCHITECTS, ENGINEERS & PROJECT CONSULTANTS SANJAY MALOO & ASSOCIATES A-301, Dellar'S Avenue, Shimpoli Cross Road-1, Near Gokhale High School, S.V.Road, Borival (W), Mumbai-422
Drawing Title:-	NORTH
LAYOUT PLAN	

Signature
Sudhar
 Joint Sub Registrar Class III Vasai
 सत्यमेव जयते
 जि. पालघर



Maharashtra Real Estate Regulatory Authority

CERTIFICATE FOR EXTENSION OF REGISTRATION OF PROJECT FORM 'F' [See rule 7(2)]

This extension of registration is granted under section 6/7 of the Act to the following project: *Project: SUNSHINE RESIDENCY, Plot Bearing / CTS / Survey / Final Plot No.: S NO 189 H NO 1/1/4at Vasai-Virar City (M Corp), Vasai, Palghar, 401208*; registered with the regulatory authority vide project registration certificate bearing No P99000033436 of

1. Mr./Ms. Raaz Mohammad Abdul Samad Pathan son/daughter of Mr./Ms. ABDUL SAMAD PATHAN *ehsil: Vasai, District: Palghar, Pin: 401202*, situated in State of Maharashtra.
2. This renewal of registration is granted subject to the following conditions, namely:-
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 (2) 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 scheduled 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 me/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 up to 31/12/2027 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 6/7 of the Act read with rule 7 the Act.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- That the promoter shall take all the pending approvals from the competent authorities
- If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.



Dated: 03/01/2023
Place: Mumbai

Signature valid
Digitally Signed by
Dr. Vasant Premanand Prabhu
Signature (Secretary, Maharashtra Real Estate Regulatory Authority)
Date: 03-01-2023 15:58:00

दस्ता क्रमा: 3989/ 2024
02/02

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.: घ.वि.श.म.
दिनांक :

VVCMC/TP/RDP/VP-6435/ 28/2021- 25

11/07/2024

To

1. M/s. Shantee Homes through proprietor
Mr. Raaz Abdul Samad Pathan
Gr. Flr. Shreenath Bhavan, 60ft
Road Nr. Indu Hospital., K.T.Village.
Off. Ambadi Road, Vasai (W)
Tal: Vasai, Dist. Palghar.
2. M/s.Sanjay Maloo & Associates
A-301, Dollar Avenue CHSL,
Shimpoli Marg, Off.S.V.Road,
Borivali (W), Mumbai-400092.

Sub: Revised Development Permission for proposed Residential with Shopline building No.1 for (EWS/LIG Housing scheme) as per chapter No-7.7.1 of UDCPR On land bearing S.NO.-189,H.No-1/1/4 of Village: Rajawali, Taluka: Vasai, Dist: Palghar.

Ref:

1. Commencement Certificate No. VVCMC / TP / CC / VP-6435 / 424 / 2021-22 dated 28/12/2021.
 2. Revised Development Permission No. VVCMC / TP / RDP / VP-6435 / 156 / 2022-23 dated 15/07/2022.
- Your Architect's letter dated 08/07/2024.



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 07/07/2010. 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-1209/1917/CR-89/08/UD-12 dtd 05/10/2009, 11 EPS were approved vide Notification no.TPS-1214/975/CR-77/14/UD-12 dtd. 4th April 2012, 1 EP was approved vide approved vide notification no. TPS-1214/975/CR-77/14/UD-12 dtd. 16th August 2014 and 64 EPs were 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, Tembl, Pihapur, 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 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-6435 / 424 / 2021-22 dated 28/12/2021. The details of the layout are as given below:

1 Name of Assesee:

M/s. Shantee Homes through proprietor

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2	Location	Rajavali
3	Land use (Predominant)	Residential with Shopline buildings
4	Gross plot area (As per 7/12)	3140.00
5	Area as per Physical	3033.62
6	Area under 40m DP Road	46.32
7	Area under Existing Road	301.45
8	Net plot area	2685.85
9	Permissible Basic FSI	1.10
10	Permissible Built up area	2954.44
11	Permissible Premium F.S.I with payment. as per Regulation No-7.7.1 (1.40 x 2732.17+ 0.5x 2732.17)	5191.11
	a) Proposed additional FSI area under chapter No.7	3712.70
	b) Total Entitlement of FSI in the proposal	6667.14
	c) Ancillary area FSI up to 60% with payment of charges.	4000.28
12	Total Entitlement for Balance Potential FSI(b+c+d)	10667.42
13	Total P-Line Area in proposal	2954.44 sq.mt
a)	Proposed Built-up Area as per Base FSI	3712.70 sq.mt
b)	Proposed Premium FSI Area on payment of Charges	4000.28 sq.mt
c)	Proposed Ancillary area FSI up to 80% with payment of charges.	10667.42 sq.mt
d)	Total Proposed construction P- Line Area (a+b+c)	1964.89 sq.mt
e)	Additional P-Line Area propose now	



Please find enclosed herewith the approved Revised Development Permission for proposed Residential with Shopline buildings For EWS/LIG Housing (as per Regulation No-7.7.1 b UDCPR) On land bearing S.NO.-189, H.No-1/1/4 of Village: Rajavali, as per the following details:-



Sr. No.	Predominant Building	Bldg NO.	No. of Floors	No. of shops/ No. of Flats	Built Up Area (In sq. mt.)	Remarks
1.	Residential with Shopline	1	Gr/Stilt +18	8/194	9149.81	Now Amended
2.	Residential with Shopline	2	Gr/Stilt +7	10/35	1517.61	No Changes
	TOTAL				10667.42	

The revised plan duly approved herewith supersedes all the earlier approved plans. The conditions of Commencement Certificate granted vide letter No. VVCMC / TP / CC / VF 6435 / 424 / 2021-22 dated 28/12/2021. & Revised Development Permission No. VVCM / TP / RDP / VP-6435 / 156 / 2022-23 dated 15/07/2022. Stands applicable to the 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 MRTPA Act, distinctively for each building.

मुख्य कार्यालय, विरार
विरार (पूर्व),

वा. वा. वि. पावपर - ४०१ ३०५.

वसई - ६

दस्त क्रमांक ३१२९/२०२४

VVCMC/TP/RDRA/P-6435/28/2024-25
स्थापना ३ जुलै २००५



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

जायक क्र.: च.वि.श.म.
दिनांक :

11 / 07 / 2024

- 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).
- 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 the 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 Vasal-Virar City Municipal Corporation. Else occupancy certificate shall not be granted to you, which may please be noted.

You shall develop the access road to the satisfaction of Vasal-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, sies etc) before applying for Plinth Completion Certificate.

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 treatment is not provided by providing Dr. Major Covells system of Mosquito proofing to control Malaria to the satisfaction of VVCMC.

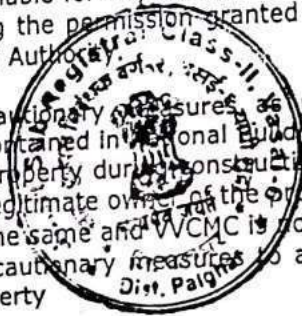


वर्ग - ६
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- 15) You shall provide two distinct pipelines for potable and for non-potable water.
- 16) You shall submit subsoil investigation report for structural stability & Rain water harvesting purpose before Plinth completion Certificate.
- 17) 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 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 shall provide separate dust bins per wing of buildings for Dry & Wet waste Composting unit as per MSW rules 2016 prior to Occupancy Certificate.



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विरार (पूर्व),

ता. वसई जि. पालघर ४०१ २०५.

वसई - ६

दस्त क्रमांक ११२९/२०२४

VVCMC/TP/RDP/NP-6435/2B/2024-25



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

फॅक्स : ०२५० - २५२५१०७

ई-मेल : vasaivirarcorporation@yahoo.com

जायक क्र.: य.वि.श.म.

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- 26) 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
- 27) 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.
- 28) You will be liable to pay any charges/areas with applicable interest for your proposal as and directed by VVCMC/any other competent authority.
- 29) 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.
- 30) You shall provide Solar Assited water heating SWH system to said layout if applicable.
- 31) Fire Infrastructure charges to be paid as per guidelines from Govt. of Maharashtra.
- 32) You should provide lightening resistant system and produce the Certificate from Licensed agency for each building at the time of Occupancy Certificate.
- 33) You shall dispose of the debris/Material generated by demolition of the existing structures to the appropriate locations as specified by VVCMC and shall submit the Geo tagged photos regarding the same before Commencement of work at site, failure to do so if not will compel us to impose fine as per the directive of Hon'ble High Court in PT 3/2023.
- 34) You shall provide Grey Water recycling as per clause 13.4 of UDCPR failure to provide Grey Water recycling as per clause 13.4 of UDCPR will compel us to take necessary actions including refusal of Occupancy to the buildings
- 35) As you shall provide STP as per MPCB letter dtd. 19/12/2023 if the Sewage generation is above 10 CMD. If the same is not provided Occupancy Certificate will not be granted to the buildings

You shall provide safety Grill for windows and other opening of habitable or non habitable rooms and other rooms in non Residential users also, in case of any mishap you shall face the Civil and Criminal cases arising out of this eventuality.

You shall ensure that the metal sheets around the construction sites are erected of sufficient height to ensure that dust from the construction sites shall not be spread over

All the buildings under construction shall be compulsorily enclosed by wet green cloth/wet jute sheet/tarpaulin from all sides.

39) All structures under demolition shall be covered with tarpaulin/wet green cloth/wet jute sheet from top to bottom. There shall be continuous sprinkling/spraying of water during the process of demolishing the structure.



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- 40) You shall also ensure that storage piles at construction site are properly covered and cleared in terms of the guidelines issued by the State Government, local authority and also by the CPCB.
- 41) 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 Vasal Virar City Municipal Corporation is not responsible for such disputes.
- 42) The responsibilities of Architect, Licensed Engineer and Structural Engineer shall be as per C-2.3, C-3.3, C-4.3, C-8.3 of UDCPR if any of the responsibilities are violated the eventually shall be faced by the concerned technical person accordingly.
- 43) You shall be held responsible for any future disputes arising regarding the Access Road to the plot, if any disputes arise in future it is to be purely dealt by you and VVCMC shall not be responsible for the same.
- 44) You shall submit revised fire NOC within the period of 3 months, if not the said permissions stand cancelled without giving prior notice or opportunity being heard.
- 45) 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.
- 46) Any breach of any condition mentioned or conditions not followed in specified timeline will lead to cancellation of this order without giving any notice or any opportunity to be heard by following natural justice.



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

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

Sd/-
Commissioner
Vasal Virar City Municipal Corporation

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

Deputy Director,
VVCMC, Virar.

