

336/7635

पावती

Original/Duplicate

Friday, May 10, 2024

नोंदणी क्र.: 39म

8:18 PM

Regn.: 39M

पावती क्र.: 8028

दिनांक: 10/05/2024

गावाचे नाव: कोपरखैरणे

दस्तऐवजाचा अनुक्रमांक: टनन6-7635-2024

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: ज्योत्सना जयेश पाटील

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2000.00

पृष्ठांची संख्या: 100

एकूण:

रु. 32000.00

Joint Sub-Registrar, Thane-62

सह दुय्यम निबंधक, ठाणे-६२

ठाणे क्र - ६

बाजार मुल्य: रु.16168352.698 /-

मोबदला रु.25000000/-

भरलेले मुद्रांक शुल्क : रु. 1500000/-

1) देयकाचा प्रकार: DHC रक्कम: रु.2000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 0524109011444 दिनांक: 10/05/2024

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH001797248202425E दिनांक: 10/05/2024

बँकेचे नाव व पत्ता:

मुळ दस्तऐवज परत दिला

सह दुय्यम निबंधक, ठाणे क्र. ६

मुळ दस्तऐवज परत मिळाला

Patel

पक्षकाराची सही

10/05/2024

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.ठाणे 6

दस्त क्रमांक : 7635/2024

नोंदणी :

Regn:63m

2

गावाचे नाव : कोपरखैरणे

(1) विलेखाचा प्रकार	करारनामा
(2) मोवदला	25000000
(3) बाजारभाव(भाडेपट्टयाच्या बाबतितपट्टका आकारणी देतो की पट्टेदार ते नमुद करावे)	16168352.698
(4) भू-मापन, पोटहिस्मा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव: नवी मुंबई मनपा इतर वर्णन : , इतर माहिती: सदनिका नं.1406, चौदा वा मजला, ए-विंग, द ट्रेलीस, सागर को-ऑप.हौ.सोसायटी लिमिटेड, कंडोमिनियम नं.8, सेक्टर 10, कोपरखैरणे नवी मुंबई क्षेत्र-122.015 चौ.मी कारपेट-एरिया, 2 कव्हर्ड पार्कींग स्पेस पोडीयम 3रा मजला, पार्किंग नं.103 आणि 104((SECTOR NUMBER : 10 ;))
(5) क्षेत्रफळ	1) 122.015 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:-मैथिली विल्डर्स प्रा.लि; तर्फे डायरेक्टर मैथिली निरज गुसा यांच्या तर्फे कु.मु. ऋषिकेश बाबाजी देटे - वय:-29; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: 1401/05 मैथिलीचे सिग्रेट, प्लॉट नं. 39/4, सेक्टर ३०ए, वाशी, नवी मुंबई, ब्लॉक नं:-, रोड नं:-, महाराष्ट्र, THANE. पिन कोड:-400703 पॅन नं:- BPJPG9481A
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:-ज्योत्सना जयेश पाटील वय:-49; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: सदनिका नं- सी/५०२, श्री रावची सी एच एस, प्लॉट नं- १४/१५, सेक्टर-२०, कोपरखैरणे नवी मुंबई, ब्लॉक नं:-, रोड नं:-, महाराष्ट्र, ठाणे. पिन कोड:-400709 पॅन नं:-AZJPP1593P 2): नाव:-जयेश श्रीपती पाटील वय:-52; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: सदनिका नं- सी/५०२, श्री रावची सी एच एस, प्लॉट नं- १४/१५, सेक्टर-२०, कोपरखैरणे नवी मुंबई, ब्लॉक नं:-, रोड नं:-, महाराष्ट्र, ठाणे. पिन कोड:-400709 पॅन नं:-AZJPP1846K
(9) दस्तऐवज करून दिल्याचा दिनांक	10/05/2024
(10) दस्त नोंदणी केल्याचा दिनांक	10/05/2024
(1) अनुक्रमांक, खंड व पृष्ठ	7635/2024
(2) बाजारभावाप्रमाणे मुद्रांक शुल्क	1500000
(3) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(4) शेर	

यांकनासाठी विचारात घेतलेला तपशील:-

सह दुय्यम निबंधक वर्ग - ३

क शुल्क आकरताना निवडलेला अनुच्छेद :-

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



AGREEMENT FOR SALE

This Agreement for Sale (hereinafter referred to as this "Agreement") is made and entered into Navi Mumbai on this 10th day of May TWO THOUSAND AND TWENTY- FOUR.

BETWEEN

MAITHILI BUILDERS PRIVATE LIMITED, a private limited company under the provisions of the Companies Act, 2013 having its registered office address at, 1401/05 Maithili's Signet, Plot No. 39/4, Sector 30A, Vashi, Navi Mumbai 400703 represented through its duly authorized **MS. MAITHILI N. GUPTA** (Director Project & Sales) appointed vide Board Resolution dated **06/06/2023**, hereinafter referred to as the "**PROMOTER**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its directors and shareholders, their successors, executors, administrators and assigns) of the **FIRST PART**;


AND

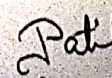
MRS. JYOSTNA JAYESH PATIL (PAN no. AZJPP1593P) age 49 yrs. AND **DR. JAYESH SHRIPATI PATIL** (PAN no. AZJPP1846K) age 52 Inhabitant, residing at Flat No. C/502, Shree Ravechi C.H.S., Plot No. 39/4, Sector - 20, Koparkhairane, Navi Mumbai - 400709, hereinafter called the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the **SECOND PART**;

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

WHEREAS:

- A. THE CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD., a company incorporated under the Companies Act, 1956 (1 to 1956) and having its registered office at Nirmal, 2nd floor, Nariman Point, Mumbai-400021, (hereinafter referred as "**CIDCO**") is the New Town Development Authority declared for the area designated as a site for the New Town of Navi Mumbai by the Government of Maharashtra has exercise its powers under Sub-Sections (1) and (3-A) of the Maharashtra Regional & Town Planning Act 1966 (Maharashtra Act No XXXVII of 1966) (hereinafter referred to as the '**ACT**') for the New Town of Navi Mumbai by the Government of Maharashtra in the exercise of its powers for the area designated as the site for a New Town under sub-section (1) of Section 113 of the said Act.
- B. The State Government has acquired land within the delineated area of


Ms. Maithili N. Gupta


Mrs. Jyostna Patil


Dr. Jayesh Patil

Navi Mumbai and vested the same in the CIDCO by order duly made in that behalf as per the provisions of section 113 of the said Act.

C. The State Government through Collector of Thane vested in **CIDCO** for development and disposal inter alia of a piece and parcel of land situated at Village Koparkhairane, Tehsil and District Thane, bearing Condominium no. 8, Sector 10, and admeasuring **8797.83 sq. mtrs.** or thereabout including road set back, situate at Koparkhairane, Navi Mumbai-400709 within the limits of Navi Mumbai Municipal Corporation (hereinafter referred to as "**the said Original Plot**"). Thereafter, CIDCO constructed 47 buildings consisting of a total **188 number** of residential tenements, collectively having a built-up area of **8724.74** square meters under category C Type, C1 Type, D Type, D1 Type, E Type and F Type thereon and transferred **188 number** of residential tenements to various purchaser who formed **SAGAR CO-OPERATIVE HOUSING SOCIETY LIMITED**, a society registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 under Registration No. NBOM/CIDCO/HSG(OH)/567/JTR/YR-1997-98 dated 03.12.1997 and having its correspondence address at Condominium No. 8, Sector 10, Koparkhairane, Navi Mumbai 400709 hereinafter referred to as "**COMMON ORGANIZATION**".



CH. No.	10884	3028
Page No.	10	900

D. The Existing Tenements being members of the said Common Organization after following the due procedure of law prescribed as per the Maharashtra Co-operative Society Act, 1960 read with amendments got with the Promoter for the purpose of re-development of their Apartments and the said buildings and get the construction of new Apartments and buildings in place thereto, proposed the redevelopment of the said Original Plot and buildings thereon by utilizing the available FSI of the said **Original Plot**, including Transfer of Development Rights-Floor Space Index (TDR-FSI) relating to and arising out of the said Original Plot (if any) under the Unified Development Control and Promotion Regulations which was notified by the Maharashtra Government ("**Unified DCPR**") or such other Regulations as may be applicable from time to time.

E. Pursuant and upon agreement of terms between the Common Organization, Promoter and owners/occupants of the said buildings, by and under the Re-Development Agreement dated: 20th June 2022 registered with the sub-registrar of Assurance- Thane bearing No. **TNN-11-9175-2022** (hereinafter referred to as "**Re-Development Agreement**"), and Supplemental Agreement dated 06/09/2022 registered with the Office of Sub-Registrar of Assurance Thane-**TNN-11** bearing Serial No. **13244 of 2022**, and Supplemental Agreement dated 30/01/2023 registered with the Office of Sub-Registrar of Assurance Thane-**TNN-8** bearing Serial No. **2271 of 2023**, the Common Organization together with Existing Tenements being members have granted the Development Right to the Promoter with respect to the said Original Plot

Ms. Maithili N. Gupta
Ms. Maithili N. Gupta

Mrs. Jyostna Patil
Mrs. Jyostna Patil

Dr. Jayesh Patil
Dr. Jayesh Patil

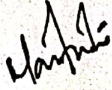
at or for the consideration and upon the terms and conditions as mentioned therein. Accordingly, the Promoter is entitled to develop the said Original Plot as per the terms and conditions of the said Re-Development Agreement. In furtherance thereto, the Common Organization has also executed and registered Power of Attorney in favour of Promoter granting various powers to the Promoter for the effective execution of re-development activity and sale of apartments together with appropriation of considerations related thereto coming to the share of Promoter. The said Power of Attorney dated: 23.06.2022 is registered with the sub-registrar of Assurance- Thane bearing No. **TNN-11-9441-2022** (hereinafter referred to as "**Power of Attorney**"). Hereto annex is copy of the Index-II of Re-Development Agreement dated; 20.06.2022 marked as "**ANNEXURE-A**". In pursuance to the said Re-Development Agreement, the each of the Existing Tenements are entitled to one apartment in lieu of their existing residential tenement (hereinafter referred to as "Rehabilitation Area Entitlement").

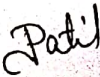
F. Thereafter, CIDCO has granted lease in favour of **SAGAR CO-OPERATIVE HOUSING SOCIETY LIMITED**, herein referred to as "**COMMON ORGANIZATION**" of all that piece and parcel of land admeasuring **8797.83** square meters or thereabouts (herein referred to as "**The Original Plot**") in Koparkhairane Township of Navi Mumbai Registration sub-district Thane by virtue of Lease Deed dated: 21.09.2022 which is registered with the sub-registrar of assurance Thane-8 bearing document no 17246 of 2022 bearing receipt no 18496 dated: 23.09.2022 (hereinafter referred to as the "**Original Lease Deed**").




624	2028
4	100

G. Thereafter, by virtue of Supplementary Lease Deed dated 04.10.2022 which is registered with the sub-registrar of assurance Thane bearing document no TNN-8-18075-2022 bearing receipt no 19394 the size of the said Original Plot i.e. all that piece and parcel of land admeasuring **8797.83** square meters or thereabouts in Koparkhairane Township of Navi Mumbai Registration sub-district Thane of Condominium No 8 at sector 10 has been amended by CIDCO to **8166.38 square meters** or thereabouts (hereinafter referred to as "**The Said PLOT**") after reducing deductions as contained in aforesaid Supplementary Lease Deed dated; 04.10.2022. However, the Corporation has allowed the benefit of development potential of the said Original Plot including development potential available on said 631.45 square meters [area coming under deductions etc.] on net plot area of **8166.38 square meters** or thereabouts i.e. the said plot from original gross plot area of land admeasuring **8797.83** square meters or thereabouts i.e. the said Original Plot. The said plot is more particularly described in **First Schedule** written hereunder and delineated by yellow colour boundary lines in layout plan. Hereto annex is the Index-II Supplementary Lease Deed dated; 04.10.2022 marked as "**ANNEXURE-B1**" and copy of the approved layout plan of the said plot marked as "**ANNEXURE-B2**".


Ms. Maithili N. Gupta


Mrs. Jyostna Patil


Dr. Jayesh Patil

H. The Promoters are entitled and enjoined upon to construct buildings on the said plot being the project land in accordance with the recitals hereinabove.

I. The Promoter is in possession of the project land being the said plot.

J. The Promoter has proposed to construct the Real Estate Project in name and style known as "**The Trellis**" [herein referred to as "**the said Project**"] on the said plot more particularly mentioned in the First Schedule.

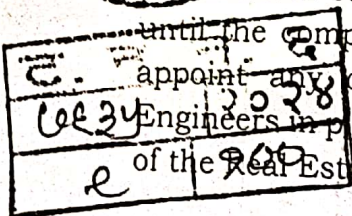
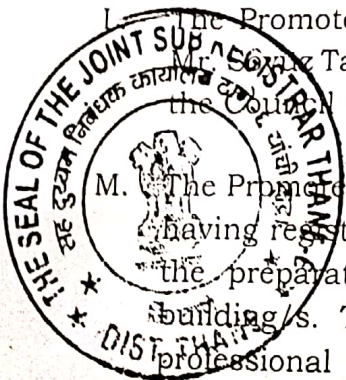
The Promoter is developing the said Project by constructing thereon building/s ("the said building/s") to be known as **Wing A and Wing B** consisting inter alia of the basement/ground stilt/3 podiums/plus 4th to 25th upper floors and basement/ground stilt/1 podium/plus 2nd to 25th upper floors for Wing A and Wing B respectively (Basement + Ground + 25 storey) comprising of commercial shops and residential flats for the Developers sale portion and also residential flats for rehab portion for existing 188 members of the Common Organisation, external amenities and parking (s) spaces to be situated on the said plot, by utilizing built-up Area of **67095.640** square meters.

K. The Allottee is offered an Apartment bearing **Flat No. 1406**, on the **14th** Floor of **A Wing** admeasuring carpet area **110.225 square meters** as defined below in clause AA and area of Balcony attached to the Apartment 8.330 square meters and area of Enclosed Balcony attached to the Apartment 3.46 square meter, thus admeasuring area collectively **122.015 square meters** being constructed in the said Project by the Promoter.

L. The Promoter has entered into a standard agreement with an Architect Mr. Talib, having registration number CA/94/17095 registered with the Council of Architects as prescribed by the Council of Architect.

M. The Promoter has appointed a Structural Engineer Mr. Raajesh K Ladhani having registration number STR:840010182 & ISSE Reg no. M-1692, for the preparation of the structural design and drawings of the said building/s. The development of the said project shall be under the professional supervision of the Architects and the Structural Engineers until the completion of the said building/s. The Promoter is entitled to appoint any other licensed architects/ surveyors and/or structural Engineers in place of them if so desired by the Promoter till the completion of the Real Estate Project.

N. By virtue of the aforesaid Re-Development Agreement read with Power of



Ms. Maithili N. Gupta

Mrs. Jati

authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

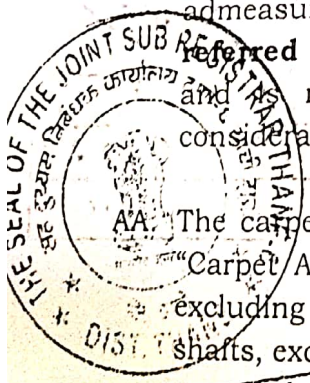
V. While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said plot and the said building/s and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

W. In accordance with the plans sanctioned by the Navi Mumbai Municipal Corporation, the Promoter is entitled to the Real Estate Project on the said plot more particularly mentioned in the First Schedule. The Promoter is developing the said project by constructing thereon building/s ("the said building/s") to be known as **Wing A and Wing B** consisting inter alia of the basement/ground stilt/3 podiums/plus 4th to 25th upper floors and A and Wing B respectively (Basement + Ground + 25 storey) comprising of commercial shops, residential flats for the Developers sale portion and also residential flats for rehab portion for existing 188 members of the Common Organisation, external amenities and parking (s) spaces to be situated on the said plot currently utilizing built-up Area of **67095.640** square meters (hereinafter referred to as the said "**Project**") more particularly described in the **Second Schedule** hereunder.

X. The Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

Y. The Allottee has applied to the Promoter for allotment of an Apartment bearing **Flat No. 1406**, on the **14th** floor of **A Wing** admeasuring carpet area **110.225 square meters** as defined below in clause AA and area of Balcony attached to the Apartment 8.330 square meters and area of Enclosed Balcony attached to the Apartment 3.46 square meter, thus admeasuring area collectively **122.015 square meters (hereinafter referred to as "the Apartment")** being constructed in the said Project, and more particularly described in the "**Third Schedule**" for consideration and terms mentioned in this Agreement.

AA. The carpet area of the said Apartment is **110.225** square meters and "Carpet Area" shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.



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

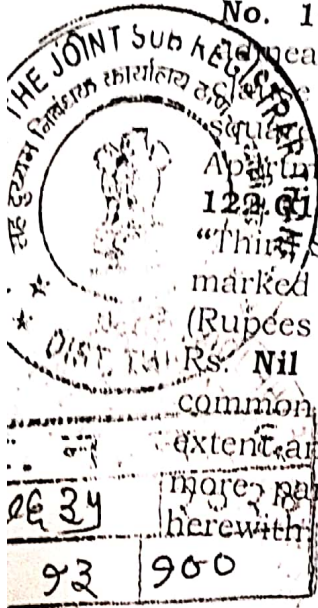
DESCRIPTION OF PROJECT, APARTMENT CONSIDERATION AND CARPET AREA

1. The Promoter shall construct the said building/s to be known as **Wing A and Wing B** consisting inter alia of the basement/ground stilt/3 podiums/plus 4th to 25th upper floors and basement/ground stilt/1 podiums/plus 2nd to 25th upper floors for Wing A and Wing B respectively (Basement + Ground + 25 storey) on the said plot currently utilizing built-up Area of **67095.640** square meters (including built-up area of common external) more particularly described in the Second Schedule hereunder in accordance with the plans, design, specifications approved by the competent authority from time to time.

Provided that the Promoter shall obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change of law

(a)

- (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment bearing **Flat No. 1406**, on the **14th** floor of **A Wing** in the said Project measuring carpet area **110.225 square meters** as defined in the AA and area of Balcony attached to the Apartment 8.330 square meters and area of Enclosed Balcony attached to the Apartment 3.46 square meter, thus admeasuring area collectively **122.015 square meters** and is more particularly described in the "Third Schedule" as shown in floor plan thereof hereto annexed and marked as **ANNEXURE -F1** for the consideration of **Rs.2,42,50,000/-** (Rupees Two Crores Forty Two Lakhs Fifty Thousand Only) including common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the "**Fourth Schedule**" annexed herewith.

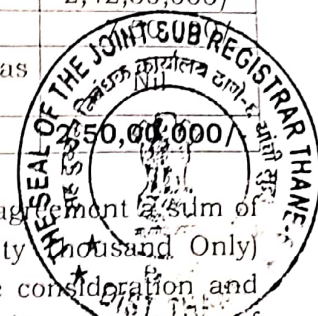


(ii)

- (ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee **2 nos.(Two)** covered parking spaces bearing **no.103 & 104** situated at Podium Third Floor as shown thereof in plan in red colour hatch hereto marked and annexed as **ANNEXURE-F2** (the said "**Car Parking Space**") being constructed in the layout for the consideration of **Rs.7,50,000/-** (Rupees Seven Lakhs Fifty Thousand Only).

(b) The total aggregate consideration amount for the Apartment (Flat) including car parking space and the external and internal amenities is thus **Rs.2,50,00,000/-** (Rupees Two Crores Fifty Lakhs Only) comprising of the following:-

Sr. No.	Particulars of consideration	Rupees
(i)	Towards the Carpet Area of the Flat	2,42,50,000/-
(ii)	Towards 2nos Parking Space(s) (375000 x 2)	
(iii)	Towards proportionate price of the common areas and facilities	
	Total Consideration	Rs.2,50,00,000/-



(c) The Allottee has paid on or before execution of this agreement a sum of **Rs.78,80,000/-** (Rupees Seventy Eight Lakhs Eighty Thousand Only) including TDS @1% being part payment of the sale consideration and hereby agrees to pay to the Promoter the balance amount of **Rs.1,71,20,000/-** (Rupees One Crore Seventy One Lakh Twenty Thousand Only) as per the schedule ("Payment Plan") in the following manner:-

Rs. 78	800
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Sr No	Stage of Building Completion	Percentage	Amount Rs.
	Advance Payment or application fee before registration of this Agreement for Sale	10%	16,00,000/-
i.	On Registration of Agreement for Sale	20% (total 30%)	32,00,000/-
ii.	On Completion of Plinth	10% (total 40%)	16,00,000/-
iii.	On completion of 1 st Slab	2% (total 42%)	7,40,000/-
iv.	On completion of 2 nd Slab	2% (total 44%)	7,40,000/-
v.	On completion of 3 rd Slab	2% (total 46%)	7,40,000/-
vi.	On completion of 4 th Slab	2% (total 48%)	7,40,000/-
vii.	On completion of 5 th to 26 th Slab equally divided	22% (total 70%)	81,40,000/-
viii.	On completion of the walls, internal plaster of the said Apartment	2.5% (total 72.5%)	6,25,000/-
ix.	On completion of the flooring, doors and windows of the said Apartment	2.5% (total 75%)	6,25,000/-
x.	On completion of Sanitary fittings, staircase, lift wells, lobbies up to the floor level of the said Apartment	5% (total 80%)	12,50,000/-
xi.	On completion of the external plumbing and external plaster,	5% (total 85%)	12,50,000/-

[Signature]
Ms. Malthill N. Gupta

[Signature]
Mrs. Jyostna Patil

[Signature]
Dr. Jayesh Patil

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place situated at Navi Mumbai, which may be mutually agreed between the Promoter and the Allottee, and after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at NAVI MUMBAI.

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

27 NOTICES

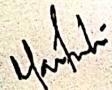
That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:


To Promoter	To Allottee
Name: Maithili Builders Private Limited Address: Maithili's Signet, 1401/05, Plot No. 39/4, Sector 30/A, Vashi, Navi Mumbai - 400703.	Name: Mrs. Jyostna Jayesh Patil & Dr. Jayesh Shripatil Patil Address: Flat No. C/502, Shree Ravechi C.H.S., Plot No. 14/15, Sector - 20, Koparkhairane, Navi Mumbai - 400709
Email: admin@maithiligroup.in	Email: jayeshpatil0101@gmail.com


It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

28 JOINT ALLOTTEES

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


Ms. Maithili N. Gupta


Mrs. Jyostna Patil


Dr. Jayesh Patil

29 **STAMP DUTY AND REGISTRATION**

The charges towards Stamp Duty and Registration of this Agreement shall be borne by the allottee.

30 **DISPUTE RESOLUTION**

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016 Rules and Regulations thereunder.

31 **GOVERNING LAW**

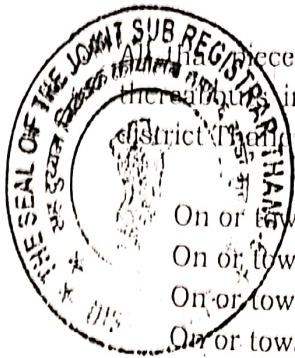
That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Navi Mumbai courts will have the jurisdiction for this Agreement.

32 **RECITALS**

The aforesaid recitals shall form an integral part of this Agreement. The captions given in this Agreement are for the sake of convenience and reference purpose only. The interpretation thereof for this Agreement shall be read and construed in its entirety and in consonance with the law.

FIRST SCHEDULE HEREINABOVE REFERRED TO:

[Description of the said Plot]



One piece and parcel of land admeasuring **8166.38 square meters** or thereabouts in Koparkhairane Township of Navi Mumbai Registration sub-district of Maharashtra of Condominium No 8 at sector 10 and bounded as follows:

- On or towards North by : Proposed 15 meters wide road
- On or towards South by : 6.25 meters wide road
- On or towards East by : Proposed 15 meters wide road
- On or towards West by : 34 meters wide road

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SECOND SCHEDULE HEREINABOVE REFERRED TO:

[Description of the said Project]

[Proposed Buildings]

"A" wing consisting of Basement + Ground/Stilt + Podium (3nos) + 4th to 25th floor (21 floors) and "B" wing consisting of Basement + Ground/Stilt + Podium (1nos) + 2nd to 25th floor (23 floors) having parking spaces in basement /ground and podium floors and having commercial shops and social amenity

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unit on ground floor and first floor and having residential apartments/flats on upper floors.

THIRD SCHEDULE HEREINABOVE REFERRED TO

[Description of the said Apartment]

Apartment bearing **Flat No. 1406**, on the **14th** floor of **A Wing, The Trellis**, Sagar CHSL, Condominium No. 8, Sector No. 10, Koparkhairane, Navi Mumbai 400709, admeasuring carpet area **110.225 square meters** as defined in clause AA and area of Balcony attached to the Apartment 8.330 square meters and area of Enclosed Balcony attached to the Apartment 3.46 square meter, thus admeasuring area collectively **122.015 square meters** in the Project known as **The Trellis** being constructed on the said plot of land more particularly described in the First Schedule hereinabove.

FOURTH SCHEDULE HEREINABOVE REFERRED TO

[Description of common external amenities & facilities and internal amenities appurtenant to the said Apartment]

(1) General

- a. The total construction shall be as per relevant Indian Standard Code of Practice and as per latest BIS / NBC Codes
- b. Material's Specifications will be of ISI or Quality Standards

(2) Planning

- a. Society office
- b. Community Hall of approximate area 1200 SFT.
- c. Adequate refuge areas as per NMMC norms.
- d. Adequate ventilation and natural lighting in all flats.

(3) Common

- a. Designer entrance lobby.
- b. High speed lift.
- c. Uniform Decorative name plate provided to all flats.
- d. Paver blocks or Chequered Tiles or Tremix concrete for open ground.
- e. Driver room, sanitary block
- f. Swimming Pool.

(4) Security System

- a. CCTV area surveillance systems for complete surrounding area, entrance lobby, & all common areas connected to the Security Desk or society office.
- b. All entry and exit shall have a watchman/security cabin.
- c. Intercom & Video Door Phone.



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Ms. Maithili N. Gupta
Ms. Maithili N. Gupta

Mrs. Jyostna Patil
Mrs. Jyostna Patil

Dr. Jayesh Patil
Dr. Jayesh Patil

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

- v. Rs.2,85,670/- vide cheq BANK OF INDIA VASHI -
- vi. Rs.14,80,000/- vide che BANK OF INDIA VASHI -
- vii. Rs.1,02,080/- vide che BANK OF INDIA VASHI -

SIGNED AND DELIVERED by within named "PROMOTER"	Signature	Photograph	Left Hand Thumb Impression
Ms. Maithili N. Gupta (Director Project & Sales)	<i>Maithili</i>		
SIGNED AND DELIVERED by within named "ALLOTTEE"	Signature	Photograph	Left Hand Thumb Impression
Mrs. Jyostna Jayesh Patil	<i>Patil</i>		
Dr. Jayesh Shripati Patil	<i>Patil</i>		

MAITHILI BUILDERS PR

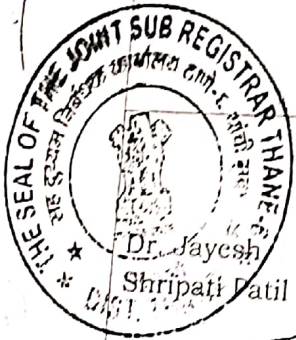
Maithili

Authorized Signatory

Place: NAVI MUMBAI

Date: 10/05/2024

SUBJECT TO THE REALISAT



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U. N. N. &
2024
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Maithili
Ms. Maithili N. Gupta

Patil
Mrs. Jyostna Patil

Patil
Dr. Jayesh Patil

Maithili
Ms. Maithili N. Gu

NEW MUMBAI MUNICIPAL CORPORATION
(AMMENDMENT CERTIFICATE)

DATE: 23/02/2014

NO. NMMC/TPO/BP/10923
 FUND

PERMISSION TO CARRY OUT DEVELOPMENT WORK UNDER SECTION 45(1) (B) OF THE Maharashtra Regional & Town Planning Act, 1946 AND SECTION 253 & 254 OF THE Bombay Provincial Municipal Corporation Act, 1948, M/s. Sagar Co. op. Housing Society Ltd., Condominium No. 08, Sector No. 10, Koparkhainas, New Mumbai. As per the approved plans and subject to the following conditions for the development work of the proposed building.

Summary of Proposal :-

1. Plot Area	: 8797.830 M ²
2. Area Under CEM	: 50.00 M ²
3. Balance Plot Area (A-B)	: 8747.83 M ²
4. Permissible Basic FSI	: 3.00
5. Permissible Built up area (As per Encumbrance Area)	: 26243.490 M ²
6. Ancillary area on commercial (274.783 M ² x 25%)	: 695.826 M ²
7. Ancillary Area on Residential (25368.707 M ² x 05%)	: 15221.224 M ²
8. Total Permissible Built up area (5+6+7)	: 42164.540 M ²
9. Proposed Rehab Built up Area	: 11462.880 M ²
10. Proposed Incentive Built up Area	: 10316.592 M ²
11. Proposed Built up Area (9 + 10)	: 21779.472 M ²
12. Rehab Unit (Residential)	: 212 Units (CIDCO/NMMC-24 Units & Rehab-188 Units)
13. Incentive Unit (Residential)	: 200 Units
14. Total No. Units (Residential)	: 412 Units
15. Commercial Unit	: 14 Shops
16. Building floor	
Building - A Wing	: Basement + Stilt + 4 Podium + 5 th to 25 th floor (21 Floors)
Building - B Wing (2, 3, 4 & 5 Floor Sharing part of CIDCO & NMMC)	: Basement + Stilt + 4 Podium + 5 th to 25 th floor (21 Floors)
Building Height upto Terrace Level (A & B Wing)	: 79.750 Mtr.
Building Top Height (A & B Wing)	: 82.650 Mtr.



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The Certificate is liable to be revoked by the Corporation if:

- The development work in respect of which permission is granted under this Certificate is not carried out or the use there of is not in accordance with the sanctioned plans.
- Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Corporation is contravened.
- The Municipal Commissioner is satisfied that the same is obtained by the Applicant through fraud & misrepresentation and the Applicant and / or any person deriving title through or under him, in such and event shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional & Town Planning Act, 1966.

- THE APPLICANT SHALL
 - The owner shall after the completion of the development work take a view to ensure that the approved plans are carried out. After such view is taken, the owner shall give written notice to the Corporation.
 - Obtain an Occupancy Certificate from the Corporation.
 - Allow the Officers of the Corporation to inspect the building which the permission is granted for, for the purpose of checking the structural design, building control Regulations, etc. The structural design, installation etc. shall be in accordance with the provisions of the Indian Standards Code of Practice for Building Construction.
 - The Certificate shall be valid only for the purpose for which it is issued. The Certificate shall be further revalidated by the Corporation. The period of validity of the Certificate shall not exceed three months from the date of issue. The applicant for fresh Certificate shall be required to apply under the provisions of the Town Planning Act, 1966.
 - The condition of the Certificate shall be subject to the provisions of the Town Planning Act, 1966. / Developers / Pov with this project.
 - A certified copy of the Certificate showing name of the Applicant, Plot No., Survey No. & Date shall be submitted to the Corporation. The amount of Security Deposit shall be Rs. 1,75,957/- for the Corporation for the purpose of the Certificate. The same shall be without prejudice to the Corporation.
 - You shall provide the necessary services and facilities for the building. You shall confirm to the standards and specifications of the Corporation.
 - You should approach the Corporation for the location of transformer and other services.
 - Every plot of land shall be developed within the stipulated time.
 - For all building of height following the provisions of the Town Planning Act, 1966:
 - The staircase shall be provided in all buildings.
 - Exit from lift shall be provided in all buildings.
 - Three shall be provided in all buildings.
 - For centrally air conditioned buildings, the same shall be minimum.
 - One of the lift shall have solid door.

NAVI MUMBAI MUNICIPAL CORPORATION
AMENDED COMMENCEMENT CERTIFICATE

DATE: 12/03/2024

NO.NMMC/TPO/BP/707/2024

Permission is hereby granted under Section 45(1) (iii) of the Maharashtra Regional & Town Planning Act, 1966 and Section 253 & 254 of the Bombay Provincial Municipal Corporation Act, 1949, M/s. Sagar Group Housing Society Ltd., Condominium No. 08, Sector No. 10, Koparkhairane, Navi Mumbai. As per the approved plans and subject to the following conditions for the development work of the proposed Building.

Summary of Proposal :-

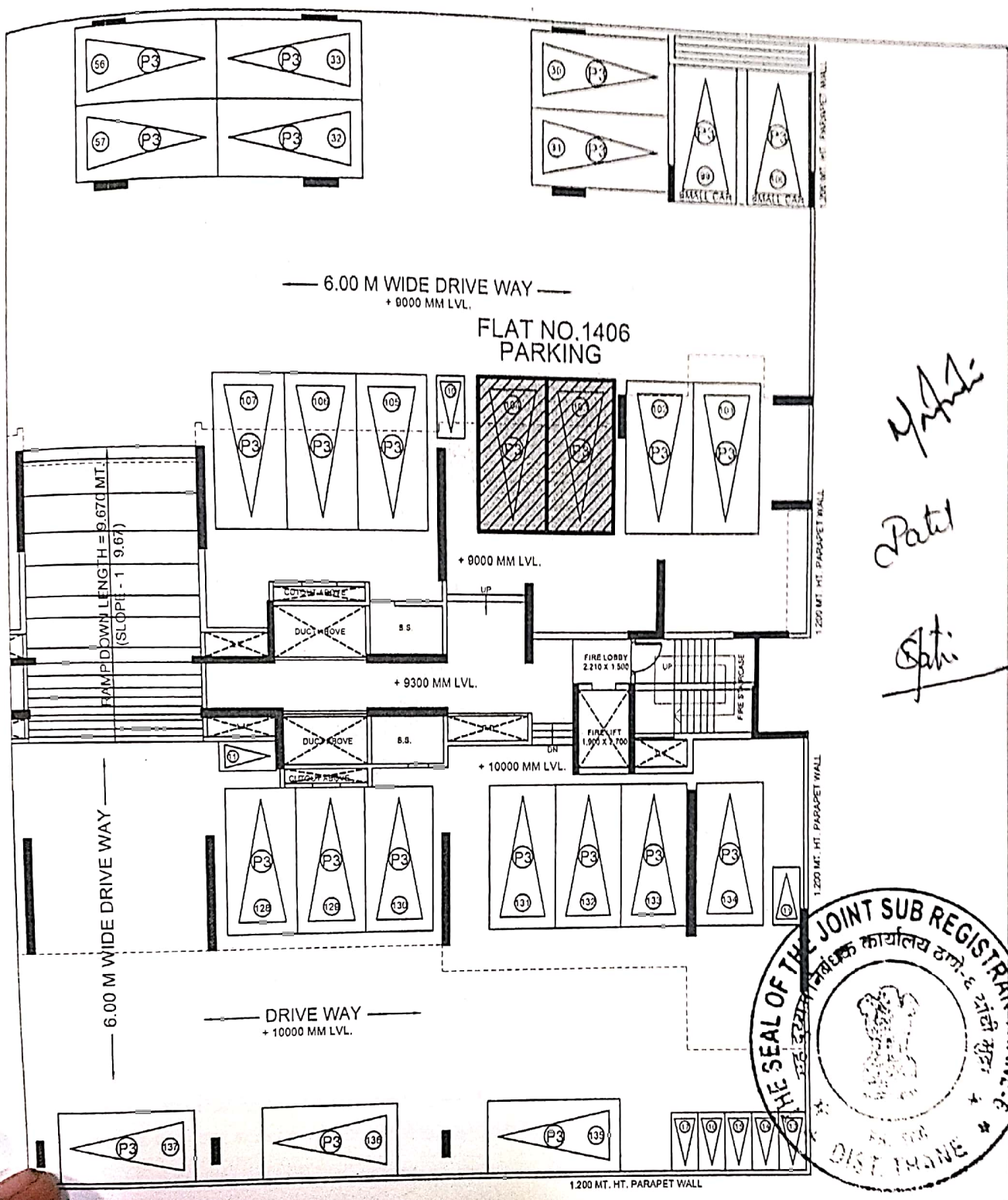
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|--|---|
| 1. Plot Area | : 8797.830 M ² |
| 2. Permissible Basic FSI | : 3.00 |
| 3. Permissible Built Up area (As per Entitlement Area) | : 26393.490 M ² |
| 4. Ancillary area on commercial (879.783 M ² x 80%) | : 703.826 M ² |
| 5. Ancillary Area on Residential (25513.707 M ² x 60%) | : 15308.224 M ² |
| 6. Total Permissible Built Up area (5+6+7) | : 42405.540 M ² |
| 7. Proposed Built Up Area | : 42388.941 M ² |
| 8. Rehab Unit (Residential) | : 212 Units (CIDCO/NMMC-24 Units & Rehab-188 Units) |
| 9. Incentive Unit (Residential) | : 205 Units |
| 10. Total No. Units (Residential) | : 417 Units |
| 11. Commercial Unit | : 14 Shops |
| 12. Building floor | |
| Building - A Wing | : Basement (Parking) + Gr. Flr. (Still /Shop) + 1 st Flr. (Podium Parking /Shop) + 2 nd & 3 rd Flr. (Podium Parking) + 4 th Flr. (Amenity Flr. & Flats) + 5 th to 25 th floor (Flats) (21 Floors) |
| Building - B Wing (2, 3, 4 & 5 Floor Sharing part of CIDCO & NMMC) | : Basement (Parking) + Gr. Flr. (Still /Shop)/NMMC Amenity area +1 st Flr. (Podium Parking / NMMC Amenity area / Shop)+ 2 nd & 3 rd Flr. (Podium Parking /Flats) + 4 th Flr. Amenity Flr. /Flats + 5 th Flr. (CIDCO /NMMC Flats) + 6 th to 25 th floor (Flats) (20 Floors) |
| Building Height upto Terrace Level (A & B Wing) | : 79.750 Mtr. |
| Building Top Height (A & B Wing) | : 82.650 Mtr. |

The Certificate is liable to be revoked by the Corporation if :
 a) The development work in respect of which permission is granted under this Certificate is not carried out or the use there of is not in accordance with the sanctioned plans.
 b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Corporation is contravened.
 c) The Municipal Commissioner is satisfied that the same is obtained by the Applicant through fraud & misrepresentation and the Applicant and / or any person deriving title through or under him, in such and event shall be deemed to have carried out the development work in contravention of Section 45 of the Maharashtra Regional & Town Planning Act, 1966.

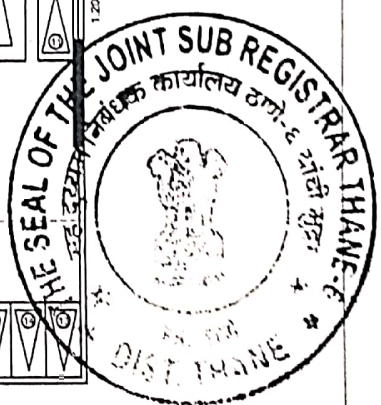


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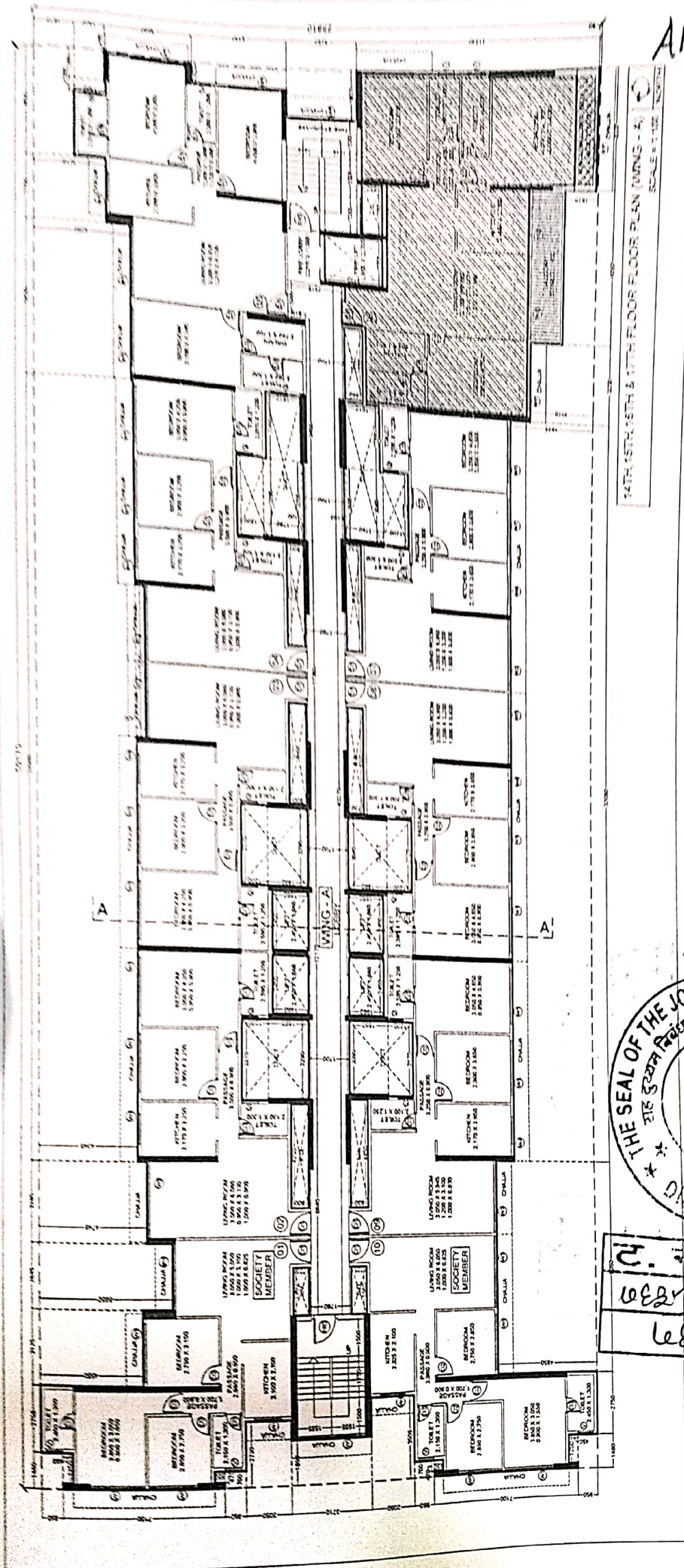


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3RD FLOOR PLAN

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ANNEXURE 'F1'



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ANNEXURE 'B'

Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT FORM 'G'

(See rule 6(a))

This registration is granted under section 6 of the Act to the following project under project registration number
P51700050980

Project: **THE TRELIS**, Plot Bearing / OTS / Survey / Final Plot No.: **CONDOMINIUM NO 8, SECTOR NO, 10, KOPARKHAIRANE, NAVI MUMBAI** at Navi Mumbai (M Corp.), Thane, Thane, 400700.

1. Malthili Builders Private Limited having its registered office / principal place of business at *Tehsil: Thane, District: Thane, Pin: 400703.*

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 (l) of sub-section (2) of section 4 read with Rule 5.

OR

That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose since the estimated receivable of the project is less than the estimated cost of completion of the project.

- o The Registration shall be valid for a period commencing from 18/05/2023 and ending with 31/03/2029 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 6 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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Signature valid
Digitally Signed by
Mr. Arun Appasaheb Nadagoudar
(Secretary Incharge, MahaRERA)
Date: 18-05-2023 13:02:33

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

Dated: 18/05/2023
Place: Mumbai