



09/2022

सूची क्र.2

दुय्यम निबंधक : मह. दु. नि. वसई 3

दुय्यम क्रमांक : 15308/2022

नोंदणी :

Regn:63m

गावाचे नाव : गोखिवरे

नेखाचा प्रकार करारनामा

वदना 4200000

जागभाव(भाडेपट्टयाच्या 2614000

नपट्टाकार आकारणी देतो की पट्टेदार करावे)

मापन,पोटहिस्सा व क(अमल्याम)

1) पालिकेचे नाव:पालघर इतर वर्णन :मदनिका नं: 1019,वी विंग, माळा नं: दहावा मजला, इमारतीचे नाव: श्रीपाल वन, ब्लॉक नं: विल्डींग नं. 1, रोड : गोखिवरे, इतर माहिती: इतर माहिती: मदनिकेचे क्षेत्र 39.02 चौ.मी.कारपेट म्हणजेच मदनिकेचे एकूण क्षेत्र 42.92 चौ.मी.विल्टअप,गाव मीजे गोखिवरे,विभाग क्र. 2((Survey Number : 115/B/Plot No. 1 ;))

1) 42.92 चौ.मीटर

नोंदणी किंवा जुडी देण्यात असेल तेव्हा.

जवज करून देणा-या/लिहून ठेवणा-या

नाव किंवा दिवाणी न्यायालयाचा

किंवा आदेश अमल्याम,प्रतिवादिचे

ना.

1): नाव:-मे. श्रीपाल होम्म एलएलपीचे अॅथोराईज्ड मिश्रेटरी अंकित पी. चोप्रा तर्फे कु.मु. राहुल गमरे वय:-34;

पत्ता:-प्लॉट नं: ऑफिस नं. 60, माळा नं: -, इमारतीचे नाव: हॉर्निमन मर्कल चेंबर (पोद्दार चेंबर) , ब्लॉक नं: -,

रोड नं: एम. ए. ब्रेव्हली स्ट्रीट, फोर्ट, मुंबई, , महाराष्ट्र, मुम्बई. पिन कोड:-400001 पॅन नं:-AAKFC9979J

2): नाव:-मान्यता देणार - दिपक शहा आणि मे. स्वस्मिक स्पेसिम लिमिटेड. तर्फे कु. मु. मे. श्रीपाल होम्म-

एलएलपी चे अॅथोराईज्ड मिश्रेटरी अंकित पी. चोप्रा तर्फे कु. मु. राहुल गमरे वय:-34; पत्ता:-प्लॉट नं: ऑफिस

नं. 60, माळा नं: -, इमारतीचे नाव: हॉर्निमन मर्कल चेंबर (पोद्दार चेंबर) , ब्लॉक नं: -, रोड नं: एम. ए. ब्रेव्हली

स्ट्रीट, फोर्ट, मुंबई, , महाराष्ट्र, मुम्बई. पिन कोड:-400001 पॅन नं:-AAKFC9979J

ज करून घेणा-या पक्षकाराचे व

नी न्यायालयाचा हुकुमनामा किंवा

याम,प्रतिवादिचे नाव व पत्ता

1): नाव:-रजनी विनोद नायर - वय:-42; पत्ता:-प्लॉट नं: मी-603, माळा नं: -, इमारतीचे नाव: एस्टर, अग्रवाल

आणि दोशी कॉम्प्लेक्स, ब्लॉक नं: -, रोड नं: वाभोळा नाका, के मूवी स्टार, वसई प., उमेळे, महाराष्ट्र, ठाणे. पिन

कोड:-401202 पॅन नं:-ADFPN5566L

2): नाव:-आकाश विनोद नायर - वय:-20; पत्ता:-प्लॉट नं: मी-603, माळा नं: -, इमारतीचे नाव: एस्टर,

अग्रवाल आणि दोशी कॉम्प्लेक्स, ब्लॉक नं: -, रोड नं: वाभोळा नाका, के मूवी स्टार, वसई प., उमेळे, महाराष्ट्र,

ठाणे. पिन कोड:-401202 पॅन नं:-CLUPN6130P

करून दिल्याचा दिनांक

07/09/2022

नोंदणी केल्याचा दिनांक

07/09/2022

द.खंड व पृष्ठ

15308/2022

वाप्रमाणे मुद्रांक शुल्क

294000

वाप्रमाणे नोंदणी शुल्क

30000

सह. दुय्यम निबंधक वर्ग-२
वसई क्र. ३

विचारान घेतलेला तपशील:-

गगताना निवडलेला अनुच्छेद

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

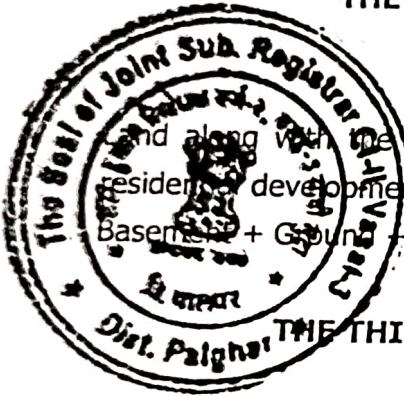
वसई - ३
दस्त क्र. १५३०८
यु. ३/१२६

**THE FIRST SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE SAID LAND)**

All those pieces and parcels of land bearing Survey No. 115/B/Plot No. 1 admeasuring in aggregate 3498.00 square meters thereabouts situate, lying and being at Village Gokhivare, Taluka Vasai, District Palghar and bounded as follows:

On or towards North by : Survey No. 115/B Plot No. 3
 On or towards South by : 40.M. D.P. Road
 On or towards East by : Survey No. 115, Hissa No. 5
 On or towards West by : Survey No. 115/B Plot No. 2

**THE SECOND SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE PROPERTY)**



and along with the FSI to the extent of 6,684 square meters (built-up area) for residential development consisting from 3rd to 15th floor of the building comprising of Basement + Ground + Fifteen floors on the Land.

**THE THIRD SCHEDULE HEREINABOVE REFERRED TO
PART A
(DESCRIPTION OF THE PREMISES)**

Premises No. 1019 Wing "B" admeasuring 39.02 square meters carpet area (as per the Act) and in addition thereto an enclosed balcony admeasuring NIL square meters carpet area on the 10th floor of the Residential Building known as "SHRIPAL ONE".

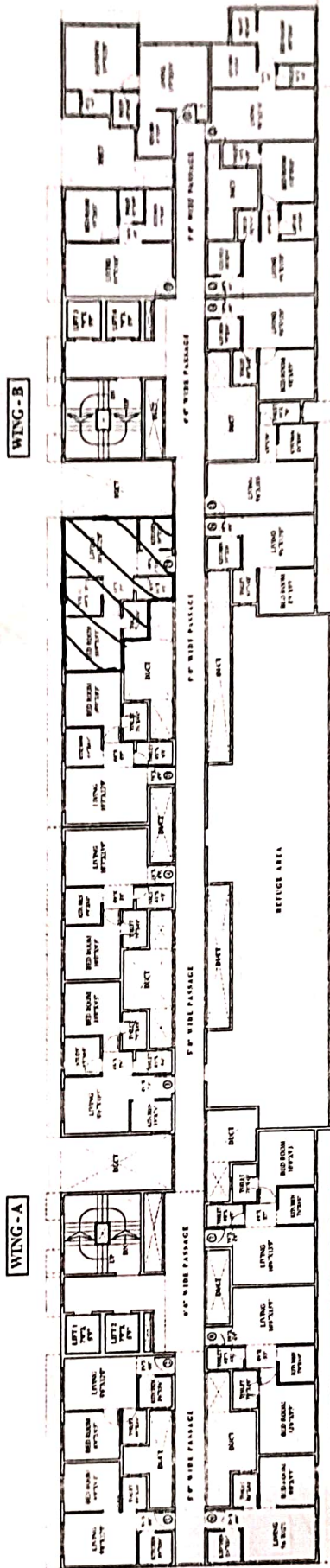
Part B

(Description of the Car Parking Space/s)

(NA) Car parking space bearing no. NA in the NA in respect of the Premises.

ANNEXURE - I

वसई - 3
दस्ता क्र. 99304/2022
94/926



For M/s. SHRIPAL HOMES LLP
Partner/Authorised Signatory

** TYPICAL FLOOR PLAN **

(5TH & 10TH)

WING - A (1-4/7-9)
WING - B (10-16/18,19)

Rajani
Shree



FLAT NO :- 1

EN-COM		
EN-COM		
DATE	BUILDING NO. 1	
14/04/2022	SCALE	
AS PER	N.T.S.	
1/4/2022		

** SHRIPAL ONE **
PROPOSED COMMERCIAL/RESIDENTIAL BUILDING NO. 1, ON PLOT BEARING, 115(B)/PLOT NO.1
AT VILLAGE - GOKHIWAKE, TAL - VASAI, DIST - PALGHAR

BUILDERS
SHRIPAL HOMES LLP
SHRIPAL ONE,
GOKHIWAKE ROAD, OPP. HP PETROL PUMP, VASAI - EAST

Annexure -C

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



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

जावक क्र. : व.वि.श.म.
दिनांक :

VVCMC/TP/CC/VP-0632/398/2021-22

To,

1. Mr. Deepak P. Shah.
"Deep Darpan" Bhandar Wada,
Agashi, Virar (W),
Taluka Vasai, Dist:- Palghar
2. M/s. En-Con, Project Consultants,
G-7/8, D-wing Sethi Palace,
Ambadi Road, Vasai (W)
Taluka Vasai, Dist:- Palghar.

16/12/2021
वसई - ३
दस्त क्र. 49304/2022
02/92C

Sub: Fresh Commencement Certificate for proposed Layout of Residential Building & Commercial Building on land bearing S.No.115/B/Plot No-1 of Village-Gokhivare, Taluka Vasai, Dist. Palghar.

Ref:

1. N.A. order No: MHA/K-1/T-9/NAP/SR-164/2010 dtd. 17/07/2010 & MHA/K-1/T-9/NAP/GOKHIVARE-VASAI/SR-(215/2013)6/2014 dtd. 11/03/2014.
2. M.R. No.1038/2019 dtd 13/08/2019 for land measurement.
3. Commencement Certificate vide order No. VVCMC/TP/CC/VP-632/1462/2014-15 dated 26/06/2014.
4. Your Registered Engineer's letter dated 08/07/2021 & 01/12/2021.

Sir/ Madam,

The Development Plan of Vasai Virar Sub Region is sanctioned by Government of Maharashtra vide Notification no TPS-1205/1548/CR-234/2005/UD-12 dated 09/02/2007. Keeping 113 EPS in pending. Further 5 EPS were approved vide Notification No. TPS-1208/1917/CR-89/09/UD-12 dtd. 13/03/2009, 31 EPS were approved vided Notification No.TPS-1208/1917/CR-89/09/UD-12 dtd 19/09/2009, Notification No. TPS-1208/1917/CR-89/08/UD-12 dtd 05/10/2009, 11 EPS were approved vide Notification No.TPS-1209/1917/CR-89/09 UD-12 dtd. 4th April 2012, 1 EP was approved vide notification no.TPS-1214/975/CR-77/14/UD-12 dtd. 16th August 2014 and 64 EPs were approved vide notification no. TPS-1214/975/CR-77/14/UD-12 dtd. 27th February 2015. Govt. entrusted Planning Authority functions for respective jurisdiction of Vasai-Virar City Municipal Corporation vide notification no. TPS-1209/2429/CR-262/2010/UD-12 dtd. 07/07/2010. Further Vasai Virar City Municipal Corporation is appointed by Govt.of Maharashtra as SPA for 21 villages Arnala, Arnala Killa, Patilpada, Mukkam, Tembi, Kolhapur, Chandrapada, Tokri, Khairpada, Vasalai, Rangao, Doliv, Khardi, Khochiwada, Pali, Tivri, Octane, Tarkhad, Maljipada, Satpala & Kalamb, notification no. TPS-1214/UOR-54/CR-17/15/UD-12 dtd. The 21st February 2015. The Development permission is granted on the basis of unified Development Control and promotion Regulations which was published as per Govt. notification No. TPS-1818/CR-236/18/SEC 37 (1AA)/UD-13 dtd.2nd December 2020. In the capacity of as Planning Authority/Planning Authority for respective jurisdiction in SPA for 21 villages VVCMC is functioning as per MRTP Act 1966. The details of permission are as under:



वसई - ३

दस्त क्र. 9304/2022

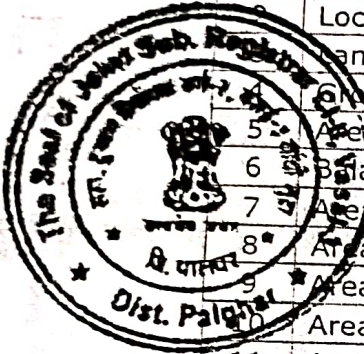
03/92C

VVCMC/TP/CC/VP-0632/398/2021-22

16/12/2021

The conditions mentioned in the letter No. VVCMC/TP/CC/VP-0632/398 dated 16/12/2021 Are binding on you. The details of the layout are given below:

1	Name of Assesse owner / P.A. Holder	Mr. Deepak P. Shah.
	Location	Gokhivare
	Land use (Predominant)	Residential & Commercial Use
2	Gross plot area (As per 7/12)	8498.00 Sq.mt
3	Area under Encroachment	160.00 sq.mt
4	Balance Plot Area	8338.00 Sq.mt
5	Area under 40.00 mt DP Road	507.62 sq.mt
6	Area under Parking lot	1448.88 sq.mt
7	Area under market	1004.31 sq.mt
8	Area under market/affected by NHRCL	800.00 sq.mt
9	Area under R-Zone/affected by NHRCL	350.00 sq.mt
10	Balance Plot Area	4227.19 sq.mt
11	Net plot area	4227.19 sq.mt
12	RG 10%	422.72 sq.mt
13	Built up Area with reference to basic F.S.I Area (12)x Basic FSI 1.10	4649.91 Sq.mt
14	Add MHADA 20% (4649.91X 20%)	929.98 sq.mt
15	Maximum Permissible Premium FSI- (6) X (0.40)	4169.00 sq.mt
16	Proposed BUA on payment of Premium	4169.00 sq.mt
17	Total Entitlement (15+16+18)	9748.89 sq.mt
18	Ancillary area FSI up to 60% of 7027.71 sq.m & 80% of 2681.03 sq.m	6361.45 sq.mt
19	Permissible BUA including Ancillary (19+20)	16110.34 Sq.mt
20	Proposed P-Line area including Ancillary	16070.20 sq.mt



The details of the Buildings is given below:

Sr. No.	Predominant Building	No. of bldg	No. of Floors	No. of Shops/Halls	No. of Flats	Built Up Area (P-Line Area) (in sq. mt.)
1.	Residential/ Commercial Building	1	Basement+ Gr.+ 15pt	37 shops	231	15829.10 sq.mt
5.	Commercial Building	2	Gr.+1 st	02 Shops	--	241.10 sq.mt

- 1) 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).



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



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

जावक क्र. : व. वि. शा.प. वसई - ३
दिनांक : १३/१२/२०२२
दस्त क्र. ५३०६/२०२२ ००/१२८

VVCMC/TP/CC/VP-0632/398/2021-22

16/12/2021

- 2) You shall transport all the construction material in a good transport system and the material shall not be stacked in unhygienic / polluting condition/on road without permission of VVCMC.
- 3) You shall see that water shall not be stored to lead to unhygienic conditions like mosquito breeding/disease prone conditions.
- 4) You shall provide drainage, sewerage, water storage systems strictly to the satisfaction of Vasai-Virar City Municipal Corporation. Else occupancy certificate shall not be granted to you, which may please be noted.
- 5) You shall develop the access road to the satisfaction of Vasai-Virar City Municipal Corporation as per the width as shown in the approved plan (D.P. Road/ access obtained as the case may be) before applying for Plinth Completion Certificate. You shall give detailed engineering report comprising reclamation level to be maintained, Storm Water drainage systems, sewerage systems and water supply (tank sizes etc) before applying for Plinth Completion Certificate.
- 6) You shall construct cupboard if any, as per UDCPR Regulation.
- 7) 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.
- 8) You shall provide two distinct pipelines for potable and for non-potable water.
- 9) 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.
- 10) You shall construct the compound wall /Retaining as per site condition which will be design & supervised by certified structural engineer before Plinth Completion Certificate.
- 11) You shall submit subsoil investigation report for structural stability & Rain water harvesting purpose before Plinth completion Certificate.
- 12) 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.
- 13) You shall provide flush tanks in all W.C/Toilet system.



वसई - ३

दस्त क्र ५३०८/२०२२

०५/१२८

WVCMC/TP/CC/VP-0632/398/2021-22

16/12/2021

14) 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.



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, WVCMC under intimation to this office.

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 WVCMC is not responsible for the lapses from your side.

17) 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 WVCMC as the same need to be ensured by Concerned Authority.

18) 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 WVCMC is not responsible for your negligence, in providing various precautionary measures to avoid accidents leading to loss of life, injury or loss of property

19) The responsibility of obtaining any other statutory NOC as per other acts shall be with the applicant.

20) You are responsible for the disposal of Construction & Demolition Waste (debris) that may be generated during the demolition of existing structure & during the execution work of buildings.

21) 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.



मुख्य कार्यालय, विरार

विरार (पूर्व),

ता. वसई, जि. पालघर - ४०१ ३०५.



पूरवानी : ०२५० - २५२५६०६ / ०२/०३/०४/०५/०६
पिनकोड : ०२५० - २५२५६०६
ई-मेल : vasavirar@vasavirar.gov.in

जाचक क्र. - ३
दिनांक - १५/३०/१२/२०२१
०६/१२८

VVCMC/TP/CC/VP-0632/398/2021-22

16/12/2021

- 22) 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
- 23) 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.
- 24) 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.
- 25) You will be liable to pay any charges/areas with applicable interest for your proposal as and directed by VVCMC/any other competent authority.
- 26) You shall provide Grey Water recycling plant for said layout, if applicable.
- 27) Right to access agreement shall be submitted before Commencement of work failing to which this Commencement Certificate stands Invalid. if applicable.
- 28) You shall submit revised provisional Tree NOC with additional BUA within three months from the date of commencement certificate.
- 29) You shall provide Solar Assisted water heating SWH system to said layout if applicable.
- 30) You shall handover area under DP Road before applying for occupancy certificate.
- 31) Fire infrastructure charges to be paid as per guidelines from Govt. of Maharashtra, if applicable.



sal-
Commissioner

Vasai Virar City Municipal Corporation

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

Encl.: a/a.

c.c. to:

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



Deputy Director,
VVCMC, Virar.

Annexure - F



Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT
FORM 'C'

[See rule 6(a)]

वर्ग - ३
दस्ता क्र. १३०५२०२२
८२/१२८

This registration is granted under section 5 of the Act to the following project under project registration number :
P99000033204

Project SHRIPAL ONE , Plot Bearing / CTS / Survey / Final Plot No.: S. NO. 115/B PLOT NO. 11 Vasai-Virar City (M Corp), Vasai, Palghar, 401208.

1. Shripal Homes Llp having its registered office / principal place of business at Tehsil: Mumbai City, District: Mumbai City, Pin: 400001.

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

- The promoter shall enter into an agreement for sale with the allottees;
- The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017.
- The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (f) 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 09/02/2022 and ending with 26/11/2024 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- That the promoter shall take all the pending approvals from the competent authorities

3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid
Digitally Signed by
Dr. Vasant Pramanand Prabhu
(Secretary, MahaRERA)
Date: 09-02-2022 15:31:25

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

ed: 09/02/2022
ce: Mumbai

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दिनांक 30/9/2022
2/9/22

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") is made and executed at **Vasai**, this 30th day of Sept. 2022;

BETWEEN

SHRIPAL HOMES LLP, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 and having its registered office at 60, Horniman Circle Chambers (Pocklar Chambers) S.A Brelvi Street, Fort, Mumbai 400001, hereinafter referred to as "**Developer Promoter**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns) of the **FIRST PART**;

AND

MR. DEEPAK SHAH, of Indian Inhabitant, Age **61** years, PAN **ASXPS 0702 Q**, residing at Deep Darpan Bungalow, Bhandarwada, Agashi, Virar (West), Taluka Vasai, District Palghar 401301, hereinafter referred to as the "**Landowner No. 1 Promoter**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his legal heirs, executors, administrators and permitted assigns) of the **SECOND PART**;

AND

SWASTIK SPACES LIMITED, a company incorporated under the provisions of the Companies Act, 2013, having its registered office at 2nd Floor, Gulmohar Plaza, Next to Divekar Hospital, Virar West, Taluka Vasai, District Palghar 401303, hereinafter referred to as the "**Landowner No. 2 Promoter**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and permitted assigns) of the **THIRD PART**;

AND

MRS. RAJANI VINOD NAIR of Inhabitant, Age **42** years, PAN **ADFPN 5566 L** and **MR. AAKASH VINOD NAIR** of Indian Inhabitant, Age **20** years, PAN **CLUPN 6130 P** residing / having address at : **C-603, ASTER, AGARWAL AND DOSHI COMPLEX, BABHOLA NAKA, K MOVI STAR, VASAI (WEST) UMELE, PALGHAR 401202.**, hereinafter referred to as the "**Purchaser/s**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an Individual his legal heirs, executors, administrators and

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permitted assigns, in case of a Partnership Firm / LLP, the partner or partners for the time being of the said firm, the survivor or survivors of them and the heirs, executors, administrators and permitted assigns of the last surviving partner, in case of a Company its successors and permitted assigns, in case of a Hindu Undivided Family, the Karta and members for the time being and from time to time of the coparcenary and survivor/s of them and the heirs, executors, administrators and permitted assigns of the last survivor/s of them, and in case of a Trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of (permitted assigns) of the **FOURTH PART**.



The Landowner No. 1 Promoter and the Landowner No. 2 Promoter shall hereinafter collectively be referred to as "**Landowner Promoters**".

The Developer Promoter and the Landowner Promoters, wherever the context so requires are hereinafter collectively referred to as the "**Promoters**".

The Promoters and the Purchaser, wherever the context so requires, are hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**".

WHEREAS:

- A. The Landowner Promoters are seized and possessed off and well and sufficiently entitled to all that piece or parcel of land bearing Survey No. 115/B/Plot No. 1 admeasuring 8,498 square meters situate, lying and being at Village Gokhivare, Taluka Vasai and District Palghar ("**Land**"). The Land is more particularly described in the **First Schedule** hereunder written and is delineated by red colour on the plan annexed hereto as **Annexure "A"**. A copy of the 7/12 extract is annexed hereto as **Annexure "A1"**.
- B. By and under an order dated 17-07-2010/11-03-2014, the Landowner Promoters have converted the user of the Land from agricultural to non-agricultural. A copy of the aforesaid order is annexed hereto and marked as **Annexure "B"** hereto.
- C. The Landowner Promoters have obtained approvals dated 26-06-2014 from VVCMC/TP/CC/VP-0632/1462/2014-15 for construction of a building on the Land upto ground floor and have thereafter obtained from the competent authorities, Commencement Certificate ("**CC**") bearing no. VVCMC/TP/CC/VP-0632/398/2021-22 dated December 16, 2021 for construction of a building on the Land for basement, ground and fifteen floors and the Developer Promoter has commenced construction of the Project in accordance with the approvals so obtained ("**Existing Landowners Approvals**"). The Existing Landowners Approvals are valid and subsisting. A copy of the CC and other

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Existing Landowners Approvals are annexed hereto and marked as **Annexure "C"**.

- D. Out of the total construction the units to be constructed on Ground and First & Second floor shall be utilized for commercial purpose ("**Commercial Units**") and the units forming part of 3 - 15 floors will be utilized for residential purpose. The Owners shall be entitled to allot 28 (Twenty-Eight) car parking spaces forming part of the basement to the purchasers of the Commercial Units ("**Commercial Car Park**") and the balance car parking spaces shall be the entitlement of the Developer. The Commercial Units and the Commercial Car Parks are jointly referred to as the "**Commercial Premises**". The Owners have agreed to construct and sell the Commercial Premises to various third party purchasers in the manner they deem fit and proper. After the promulgation of the Real Estate (Regulation & Development) Act, 2016 ("**Act**"), the Landowner Promoters have for the purpose of the Commercial Premises applied to "MAHA-RERA" for registration of Shripal One as a project under the provisions of Section 3 of the RERA and accordingly the project has been registered as a real estate project vide registration no.P99000033204.
- E. By and under Development Agreement dated October 28, 2021 registered with the Sub-Registrar of Assurances Palghar under Serial No. 12882 of 2021, the Landowner Promoters granted development rights in respect of the Land along with the right to utilize FSI admeasuring 6684square meters ("**Development Potential**") to construct the residential development consisting from 3rd to 15th floor on the building ("**Residential Building**") to be constructed on the Land ("**Property**") in favour of the Developer Promoter for the consideration and on the terms and conditions contained therein. The Property is more particularly described in the **Second Schedule** hereunder written and is delineated by Blue colour boundary on the plan annexed hereto as **Annexure "D"**.
- F. Pursuant to the aforesaid Development Agreement, the Landowner Promoter also executed a Power of Attorney dated November 1, 2021, registered with the Sub-Registrar of Assurances Palghar under Serial No. 12981 of 2021, in favour of the Developer Promoter to do all acts, deeds and things, as maybe required for development of the Property.
- G. The Developer Promoter proposes to develop the Property by constructing 3rd to 15th floor of the building known as '**Shripal One**' comprising of Basement + Ground + Fifteen floors ("**Building**") which shall be utilised for residential purposes along with the car parking spaces (other than the Commercial Car Park) and the Common Amenities of the Project (defined hereinafter) in one or more phases, by utilizing the aforesaid Development Potential ("**Project**").



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