

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at _____ this _____ day of _____ Two Thousand _____ between **MAHINDRA LIFESPACE DEVELOPERS LIMITED**, a Company incorporated and registered under the Companies Act, 1956 and having its Registered Office at Mahindra Towers, 5th Floor, Worli, Mumbai - 400 018, hereinafter referred to as **“the Owner”** (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title and assigns) of the **One Part**;

AND

(i) -----, , Indian Inhabitant, residing at -----
-----;

hereinafter referred to as **“the Purchaser”** (which expression shall unless it be repugnant to the context or meaning thereof mean and include as far as (i) is concerned his or her heirs, executors, administrators, successors and permitted assigns, (ii) is concerned, their respective heirs, executors, administrators, , and permitted assigns, (iii) is concerned , the partners or partner for the time being of the said firm, the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their, his or her permitted assigns, (iv) is concerned, its successors in title and permitted assigns) of the **Other Part**.

WHEREAS:

- A. By and under the Deed of Conveyance Dated 15th April, 2013, executed between M/s Viva Patil Real Estate and M/s Dreams Realty (therein collectively referred to as the Vendors), and the Owner herein (therein referred to as the Purchaser), the Vendors granted, sold, conveyed, transferred and assured unto and in favour of the Owner land admeasuring about 59,334.30 sq. mtrs. bearing New Gat No. 50 and Plot No. 1, situate at Village Kambelgaon, Taluka Palghar, District –Palghar, more particularly described in the **First Schedule** hereunder written, delineated on Plan-I hereof (hereinafter referred to as “**the said Land**”) on the terms and conditions and for the consideration therein mentioned. The said Deed of Conveyance is duly registered at the office of Sub–Registrar of Assurances at Palghar under Serial No. PLR – 3282 of 2013 on 15th April 2013.
- B. By Mutation Entry Number 140 dated 30/07/2013 the names of M/s Viva Patil Real Estate and M/s Dreams Realty were deleted from “**Holders’ Column**” of the 7/12 Extract and the name of the Owner herein was thus mutated in the 7/12 Extract and Revenue Records of the said Land. Copy of the 7/12 Extract reflecting name of the Owner is attached herewith and marked as **Annexure – 1**;
- C. The Owner is thus the sole and absolute owner of and seized and possessed of or otherwise well and sufficiently entitled to the said Land;
- D. By and under a Deed of Right of Way in perpetuity dated 15th April 2013 executed between the Owner herein (therein referred to as the Grantor) and M/s Viva Patil Real Estate and M/s Dreams Realty (therein collectively referred to as the Grantee), the Owner has granted a perpetual non-exclusive Right of Way of 15 meter wide strip from the said Land admeasuring approx. 6000 sq. mtrs. to the Grantee therein including their successors and assigns as more particularly known as Easement Road shown on the plan annexed hereto and marked as Plan -I. The said Deed of Right of Way in perpetuity is registered in the Office of Sub Registrar, Palghar under Serial No. PLR-3283 of 2013 on 15/04/2013.

- E. By an Agreement dated June 26, 2013 executed between the Owner herein, M/s Viva Patil Real Estate and M/s Dreams Reality, the Parties thereto agreed that in case the development potential of the said Land is enhanced the Owner shall be permitted to utilise the same as stated therein. The said Agreement was registered under serial no. PLR-5745 of 2013 on 26.06.2013.
- F. The Owner intends to develop on the said Property (as hereinafter defined), in phase wise manner, the project/ scheme/ complex named as “**Happiest - Boisar**” (hereinafter referred to as “**the said Project**”) on the said Land by constructing several multistoried buildings consisting of residential/ commercial units and generally by providing necessary infrastructure facilities and amenities for the benefit of all the present and future Purchaser/s of the units.
- G. The Owner has applied for and obtained the following sanctions/permissions for constructing buildings as a part of the said Project:
- (i) Revised Non Agriculture Permission as per the approved plan, bearing no. Mahasul/Kasksha-1/Te.-1/NAP/SR-152/2013 dated 3rd June 2014, issued by Additional Collector, Thane, H.O. Javhar, annexed hereto and marked as **Annexure - 2**;
 - (ii) Revised Construction Permission bearing no. THJP/GRAP/Pradhikaran/181 dated 28th July, 2014 issued by Zilla Parishad, Thane, annexed hereto and marked as **Annexure - 3**;
 - (iii) Environmental Clearance dated 30.09.2014 issued by Ministry of Environment and Forest, annexed hereto and marked as **Annexure – 4**;
 - (iv) Lay Out Plan annexed hereto and marked as **Plan – 1 being Annexure 1A hereto**;
 - (v) Typical Floor Plans for flats annexed hereto and marked as **Plan – 2 being Annexure 1B hereto**; and

These approvals / permissions / records including the amendments / revisions / modifications / alterations as may be necessary from time to time are hereinafter collectively referred to as the “**Statutory Approvals**”. The

Owner shall be at liberty to apply for and obtain any other permissions/sanctions as may be necessary for fully exploiting the development potential of the said Land, as may be permissible from time to time. The Owner shall construct the building in accordance with the Statutory Approvals received from time to time.

H. The Statutory Approvals mandatorily require the Owner to handover an area of about 564.76 sq. mtrs. from the said Land for road widening or D.P Road / Gramin Road to the concerned statutory authorities as a condition precedent for granting the development permissions or otherwise. The Owner shall have the absolute discretion to determine and identify the portion of the said Land to be handed over for complying with the terms and conditions of the Statutory Approvals. The portion of the said Land left after handing over the said stipulated percentage only would be available for the conveyance in favour of the Federation / Apex Body formed of the Co-operative Society / Association of the Purchasers / Limited Company of the flat purchasers and is hereinafter referred to as the “said Property”.

I. Under the Statutory Approvals from and out of the said Property certain areas as set out herein below are affected by the following reservations (“the said Reservations”):

Reservation	Area (in sq. mtrs.)
(i) Open Area	5,933.43
(ii) 5% Amenity Area	2,966.72
(iii) Internal Roads	<u>11,621.57</u>
TOTAL	<u>21,086.48</u>

The Owner shall have the absolute discretion to determine and identify the portion of the said Property that shall be reserved for the aforesaid purposes. Furthermore, presently the Owner intends to develop a Primary School, Market and Health Centre within the aforesaid Amenity Area or transfer the Amenity Area to any third party or to the Authority for developing the same. However, the Owner shall, in its sole and absolute discretion, decide and vary the nature of the amenity that it shall develop in the aforesaid Amenity Area.

- J. The Owner may submit to the concerned authorities plans of the buildings proposed to be constructed on the said Property in a phase wise manner which may entail revision or modification of the Statutory Approvals. The Owner shall, however, carry out and complete all construction in accordance with the Statutory Approvals.
- K. The Owner has also obtained a Title Report dated 21.01.2015 issued by M/s. Kochhar & Co., Advocates, Mumbai, certifying the title of the Owner to the said Property annexed herewith as **Annexure 5**.
- L. Pursuant to the Statutory Approvals mentioned hereinabove, the Owner is entitled to develop, sell, dispose of or to give right to exclusive use or otherwise transfer in any manner as it may deem fit, the residential units, premises, apartments, garages / parking spaces, other saleable areas in the said Project and to receive the consideration monies from such prospective purchasers in respect of such residential units, other saleable areas and amenities;
- M. The Purchaser/s has/have demanded from the Owner, and the Owner has given inspection to the Purchaser of the relevant documents relating to the said Property and the Statutory Approvals as mentioned in clause G (i) to (v) as aforesaid, Title Report of the said Property and all such other documents as are specified under the provisions of Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as “**the said MOFA**”) and the Rules made thereunder and the Purchaser admits, records and confirms that he/ she/ they/ it has/ have taken full, free and complete inspection of the said documents and papers, and is / are fully satisfied with the same. The copies of the aforesaid documents have been kept open for inspection on all working days during office hours at the Owner’s office at Mulund, Mumbai and the site office at Boisar.
- N. The Purchaser applied to the Owner for sale of the flat, admeasuring about ----- sq. meters. of carpet area (including balcony), bearing no. --- on --- floor in the --- Building (hereinafter referred to as “**the said Building**”) of --- Block comprising of Ground + 4 Upper Floors in cluster --- of Phase - -- (as

per approved plans Cluster no -- building no. --- and as per environment clearance Cluster no. -- building no.---) in the project known as “Happinest - Boisar” as more particularly delineated in red colour boundary line on the Floor Plan hereto annexed and marked as Annexure – 1B (hereinafter referred to as the “**said Premises**”). The Phases alongwith clusters comprised have been shown on Lay out plan at Annexure – 1A.

- O. The Purchaser has requested and the Owner has agreed to sell to the Purchaser the said Premises, in the said Project, at or for the consideration of Rs. ----- (Rupees ----- Only) (hereinafter referred to as the “**Purchase Price**”) on the terms and conditions hereinafter appearing.
- P. Under section 4 of the said MOFA, the Owner is required to execute a written Agreement for Sale of the premises with the Purchaser/s being, in fact, these presents.

NOW IT IS HEREBY AGREED AND RECORDED AS UNDER:

The recitals A to O form part of this Agreement

1. SALE

1.1 The Purchaser hereby agrees to purchase from the Owner, and the Owner hereby agrees to sell to the Purchaser, upon the terms and conditions contained herein, Flat No.-----, admeasuring about ---- sq. meters. of carpet area (including balcony), bearing no.--- on ---- floor in the --- Building (“**the said Building**”) of ---- Block comprising of Ground + Upper Floors in cluster - - of Phase - --- (as per approved plans Cluster no -- building no. --- and as per environment clearance Cluster no. -- building no. ---) in the project known as “Happinest - Boisar” as more particularly delineated in red colour boundary line on the floor plan hereto annexed as Plan – 2 (hereinafter referred to as “**the said Premises**”) along with proportionate undivided interest in the common areas, amenities and facilities appurtenant to the said Premises upon the terms and conditions contained herein.

1.2 The sale of the said Premises is on the basis of the carpet area only.

2. CONSIDERATION FOR SALE

The Purchaser shall pay to the Owner a sum of Rs. ----- (Rupees ----- Only) as the agreed lump sum consideration (“the Purchase Price”) in respect of the said Premises.. The Purchase Price is exclusive of any applicable VAT, Service Tax, GST and any other taxes as may be applicable from time to time. Further, the Purchase Price is also exclusive of the stamp duty and registration fee.

- a) The aforesaid Purchase Price shall be paid by the Purchaser to the Owner in agreed installments as described in the payment schedule set out as Second Schedule hereunder written.
- b) The Purchaser shall pay all installment amounts as per aforesaid payment schedule as set out in Second Schedule hereinbelow and all other amounts due herein by Cheque / Pay Order/ Demand Draft made payable to “Mahindra Lifespace Developers Limited” at Mumbai.
- c) It is hereby expressly agreed by the Purchaser that all the installments of the purchase price as set out above and all other amounts payable by the Purchaser to the Owner under this Agreement shall be paid on their respective due dates and/or as stipulated without any delay or default. It is agreed by the Purchaser that time in respect of the payment of each installment of the purchase price and in respect of all other amounts payable under this Agreement is of and shall be the essence of this Agreement.
- d) Without prejudice to the rights of the Owner under this Agreement and /or otherwise in law, the Purchaser agrees to pay to the Owner interest at the rate of 12% p.a. on all such aforesaid installments and all such other amounts which become due and payable under the terms of this Agreement but remaining unpaid by the Purchaser, whether demanded by the Owner or not as also all reasonable charges for recovery of the amounts due as may be incurred by the Owner, in this behalf.

Provided further that, any payment/s made by the Purchaser shall be first appropriated towards interest and the balance towards the principal sums, due under this Agreement.

- e) The Owner shall in respect of any consideration amount remaining unpaid by the Purchaser under this Agreement have first lien and charge on the said Premises agreed to be allotted to the Purchaser.

3. DEPOSIT, MAINTENANCE, OTHER CHARGES AND TAXES

In addition to the consideration for sale, the Purchaser shall, within 15 (fifteen) days of the notice referred to in Clause 6 (a) below by the Owner for taking possession of the said Premises and whether the possession of the Premises has been taken or not by the Purchaser, be liable to pay to the Owner the following amounts:

Particular of Deposits & Other Charges

Particulars	Amounts
(i) Legal Costs, Charges and expenses	<u>Rs./-</u>
(ii) Share Money applicable/entrance fees	<u>Rs. /-</u>
(iii) Proportionate share of Taxes & other outgoings (12 months in advance as may be applicable at the rate prevailing at the time of possession.)	<u>Rs. /-</u>
(iv) Water and Electricity meter deposits and charges for electric and water connections (as may be applicable at the rates prevailing at the time of possession)	<u>Rs. /-</u>
(v) Infrastructure Development Charges	<u>Rs. /-</u>
Total	<u>Rs. /-</u>

- (a) The Purchaser agrees to pay taxes and other outgoings towards maintenance of the said Premises as mentioned above in advance alongwith Service Tax / VAT/GST as applicable within 15 (fifteen) days of the notice referred to in clause 6 (a) by the Owner for taking possession of the said Premises and whether the possession of the Premises has been taken or not by the Purchaser, be liable to pay to the Owner the same.
- (b) In addition to above, the Purchaser agrees to bear and pay for additional electricity deposit, additional water deposit, the payment of any tax, levy, deposit, Stamp Duty, Registration Fee, Service Tax, Maharashtra Value Added Tax (MVAT), GST, administrative charges, Fees, Cess, Duty and other levies and taxes, as may be applicable and demanded by the Owner and/or Government agency and/or any competent authority from time to time.

In case there shall be any increase in respect of any of the payments towards charges, deposits, taxes referred above, the Purchaser shall forthwith on demand pay to the Owner such additional amount.

- (c) The Owner shall not be liable to pay any interest on the aforesaid amounts covered under Maintenance, Other charges and Taxes. The Owner shall handover the receipts for the deposits placed for and on behalf of the Purchaser with the concerned electricity / water authorities to the Society / Association of the flat Purchasers/ Limited Company / Legal Entity of the flat purchasers that shall be formed with respect to the said Building. The Owner shall give account of share application money under clause 3 (ii) and Proportionate share of Taxes & other outgoings under clause 3 (iv) to the Society / Association of flat Purchasers / Limited Company / Legal Entity and handover to it the unspent money on these accounts at the time of handing over the maintenance to the Society / Association of flat Purchasers / Limited Company / Legal Entity/ Federation/ Apex Body as the case may be. The Purchaser is not entitled for any adjustment / account of all other charges other than share application money and proportionate share of taxes.

- (d) **The Purchaser hereby agrees that in the event of any additional amount becoming payable by way of taxes or fees or levy or premium or otherwise or increase in the existing taxes /charges/ fees/ levies/premium by whatever name called to the Central and/or the State Government or any other concerned authority/authorities or body/bodies or otherwise, or any amount becoming payable, by way of betterment charges, or development tax, Service Tax, levies, or any other tax, security deposits, cess (fire or otherwise), any payment or imposition whatsoever and by whatever name called (including but without any limitation, any amounts for the grant of any permission, NOC, license, connection or installation of any services or conveniences, or any payments of similar nature) payable and/or paid by the Owner in respect of the said Property and/or the said Building and/or the various Premises in the said Project or any other tax or amount whether payable under Maharashtra Value Added Tax Act, 2002 (MVAT) or Maharashtra Sales Tax on the Transfer of Property in Goods Involved in the Execution Of Works Contract Act (Re-enacted Act), 1989 or GST or any statutory modification or any other Act or otherwise howsoever, the same be borne and paid by the Purchaser to the Owner in the proportion to the area of the said Premises bears to the area of the said building(s) / Premises in the said Project The proportionate amounts as determined by the Owner, shall be final, conclusive and binding on all the Purchasers including the Purchaser. In the event any tax or imposition as a result of the transaction herein contemplated is or becomes payable the same shall be borne and paid by the Purchaser alone. The said payments shall be made by the Purchaser to the Owner within 21 (Twenty One) days of the demand thereof and the Purchaser alone shall be liable for any delay in payment of the same. Without being obliged to do so, in the event the Owner has already paid such amounts, the Purchaser shall be liable to reimburse the same together with the interest accrued thereon to the Owner and the Purchaser hereby agrees to indemnify and keep indemnified the Owner from and against all loss or damage suffered or incurred by the Owner as a result for non-payment of such amount/s. The Owner shall not be liable to render**

any account in this behalf to the Purchasers including the Purchaser individually or collectively.

- (e) The Purchaser is aware that presently the Service Tax/GST is payable with respect to every installment and the aforesaid Purchaser Price including the installments as set out the Second Schedule are exclusive of any taxes.

4. HANDING OVER POSSESSION

- 4.1 The Owner shall endeavor to hand over possession of the said Premises to the Purchaser after obtaining the building occupation (part / full) / completion certificate (part/ full) as the case may be from local Authority / on or before the day of ----- provided the consideration for sale and all the amounts due and payable by the Purchaser under this Agreement have been fully paid by the Purchaser to the Owner.
- 4.2 It is expressly agreed that if for reasons beyond its control, the Owner is unable to give possession of the said Premises by the said date, then in that event the said date shall be deemed to have been extended by a further period of six months in the absence of any another specific date, agreed upon between the parties hereto:

PROVIDED ALWAYS that the Owner shall be entitled to reasonable extension of time for giving delivery of the said Premises on the aforesaid date (or any further date or dates agreed to by and between the parties hereto), if the completion of the said Building is delayed on account of:

- (i) non-availability of sand, steel, cement; RMC; other building materials or due to labour shortage or labour problems or reasons beyond control which could not be reasonably foreseen;
- (ii) War (declared / undeclared), acts of the enemies of the states, act of terrorism, civil commotion, disturbance or act of State or Act of God;

- (iii) Any legislation, notice, order, notification, rules, regulations or bye laws or orders of Court, Government and/or other local or public body or authority or competent authority and/or any other cause beyond the control of the Owner;
- (iv) Delay in issuing any permission, sanction, approval, etc. and/or any extension(s) thereof by the concerned authority or authorities despite diligent efforts by the Owner;
- (v) Force majeure circumstances or conditions or other causes beyond the control of or unforeseen by the Owner, including strikes or other agitation by the workers, employees or labourers of the Owners or other Contractors or Suppliers;

The Owner shall not be liable for any loss, damage or delay due to any cause beyond the reasonable control and for lock out, fire, flood, accident, explosion, riots, power shortage, power cut, road transporter's strike, go slow, bandhs.

5. DELAY IN HANDING OVER OF POSSESSION

If for any reasons other than those covered under Clause 4 hereinabove, the Owner shall be unable to or fails to deliver possession of the said Premises to the Purchaser within the stipulated period or within any extended period or periods as envisaged under this Agreement, and the Purchaser has complied with all the terms and conditions of this Agreement and at no point of time has ever committed any breach of the terms and conditions of this Agreement including timely payment of the Purchase Price as per the Schedule of Payment, then in such case, the Owner shall be liable to pay a lump sum compensation @ Rs 5 /- (Rupees Five only) per square foot of Saleable Area of the said Premises per month or part thereof (subject to TDS, if any) for the period of delay to the Purchaser under this Agreement and not to the subsequent nominee / transferee/ assignee. It is expressly agreed by the Purchaser that such lump sum compensation shall be just, fair and adequate compensation from the Owner to the Purchaser. Notwithstanding what is stated in this Agreement to Sell, it is agreed by the Purchaser and the Owner that the Owner shall not be liable for any claims whatsoever from the

Purchaser / Society / Association of flat Purchasers / Limited Company/ Legal Entity/ Federation/ Apex Body.

6. TAKING OVER POSSESSION

- (a) The Purchaser shall take possession of the said Premises within 15 (fifteen) days of the Owner giving written notice to the Purchaser intimating that the said Premises is ready for use and occupation and against the Purchaser paying all the amounts with interest, if any, payable by the Purchaser prior to or at the time of taking possession of the said Premises, including payment towards deposits and other charges as mentioned in this Agreement. If the Purchaser fails to pay the balance consideration inspite of the aforesaid written notice, the Owner will be entitled to terminate this Agreement and in such event the provisions of Clause 13 shall apply.
- (b) At the time of taking possession of the Premises and in any event within 15 (fifteen) days of the receipt of the written notice from the Owner referred to above, the Purchaser shall fully satisfy himself / herself/ itself/ themselves with regard to the completion of the said Premises, the amenities provided, the quality of workmanship and materials used, and compliance by the Owner in all respect of the terms and conditions of the Statutory Approvals, this Agreement, and the Purchaser shall acknowledge and declare in writing to that effect to the Owner and thereafter the Purchaser shall not have any claim whatsoever against the Owner.

Provided that if any defect in the said Premises or in the Building or Structure in which said Premises is situated or materials used in construction of the same or any unauthorized change in the construction by the Owner in the said Premises / building is brought to the notice of the Owner by the Purchaser within a period of three years from the date of written notice to the Purchaser intimating that the said Premises is ready for use and occupation, it shall, wherever possible be rectified by the Owner at its own costs and in case, if it is not possible to rectify such defects or unauthorized changes of the Owner, the Purchasers of the concerned Premises shall be entitled to receive reasonable compensation for such defects or change from the Owner. The obligation of the Owner to carry out the aforesaid works or to pay compensation for such defects shall come to an end if any change is

made by the Purchaser(s) in his/her/its Premises after taking possession thereof or before taking possession during the period of fit-outs by the Purchaser.

7. ASSIGNMENT / TRANSFER/ RESALE

It is specifically agreed herein that till the completion of all payments as mentioned in Payment Schedule of this Agreement and payment of all other sums payable under this Agreement and till handing over of possession of the said Premises to the Purchaser, the Purchaser cannot part with or sell / assign / Transfer his / her / their interest in the said Premises. It is clearly agreed between the Parties hereto that, only upon handing over of possession of the said Premises by the Owner to the Purchaser, subject to Clause 9.3 (l) below as and when the Purchaser transfers/ sells / assigns / conveys the said Premises to anybody, the Purchaser shall ensure the due compliance of all the terms and conditions contained herein by the successors of the Purchaser and shall further ensure that such of his/her nominee/s or successor/s shall not do anything in relation to the said Premises contrary to the conditions contained hereunder, which shall be binding on the Purchaser or any other person claiming under him in any capacity.

8. CHANGES AND ALTERATIONS

8.1 The Purchaser is aware that the Owner intends to carry out a residential / commercial development in the said Project on the said Property in phase wise manner by constructing various buildings, flats and shops therein and the Promoter also intends to provide for the sole and exclusive use of the purchasers of certain specified premises/ flats certain areas and facilities like multi purpose hall, garden, terrace, etc. in accordance with the statutory approvals granted by the concerned local authority and which have been seen and approved by the Purchaser subject to such variations and modifications as the Owner may consider necessary or as may be required by the concerned Authority / the Government to be made therein or in any of them.

- 8.2 The Owner shall be entitled to amend, alter, modify and / or vary the building plans, layout plans, designs and specifications whether so required by any Statutory / local authority or body or due to any change in or coming in to force of any statutory provisions, Rules, Regulations, or for the purpose of fully exploiting the development potential of the said Land as set out herein or otherwise. The Purchaser hereby irrevocably agrees and unconditionally gives his / her/ their consent to the Owner, to carry out such amendments, alterations, modifications and/or variations as aforesaid. The Owner shall however obtain prior consent of the Purchaser, which shall not be unreasonably withheld by the Purchaser, in respect of any variation or modification in the building plans, which may adversely affect the dimensions and/or area of the said Premises agreed to be purchased by the Purchaser, provided that if the Purchaser does not object within 15 days from the date on which the Owner seeks his consent, such consent shall be deemed to have been given and thereafter, the Purchaser will have no right to raise any objection.
- 8.3 The Purchaser is aware that the statutory approvals require the Owner to handover D.P Road, Gramin Road and also certain stipulated percentage of the said Land, to the concerned statutory/local authorities and maintain the said Reservations. The said Property (being the portion of the said Land left after handing over the stipulated percentage as mentioned in Recital H above) shall be conveyed in favour of the Federation/ Apex Body formed of the Society / Association of flat Purchasers / Limited Company/ Legal Entity of the flat purchasers of various buildings.

9. PURCHASER'S COVENANTS

- 9.1 The Purchaser is aware that the Owner does not intend to do multiple sale transactions of the said Premises to be constructed at the said Project to one family and therefore the Purchaser states and confirms that none of his/her/their family member has made an application to the Owner requesting the Owner to sell any other premises in the said project.
- 9.2 The Purchaser has prior to the execution of the Agreement satisfied himself/herself / itself / themselves about the title of the Owner to the said Property and the Purchaser shall not be entitled to further investigate the

title of the Owner and the Purchaser shall not be entitled to dispute the title in any manner or to raise any requisition or objection whatsoever in respect of any matter relating thereto.

9.3 The Purchaser himself/ herself/ itself with the intention to bind all persons into whomsoever's hands the said Premises may come, doth hereby covenant with the Owner, as follows:

- (a) to use the said Premises or permit the same to be used for the purpose of residential/ commercial use according to the statutory rules in force and the specific permission of the Owner and to use the Garage / Parking Space if and when allotted, for parking a motor car/motor cycle/scooter owned by the Purchaser;**
- (b) not to disturb the use of the said Reservations or amenities, the accesses, internal roads, common areas and facilities, Multi Purpose Hall, Multi Purpose Lawn, etc. by others in terms hereof;**
- (c) to use the common areas and facilities in accordance with the purpose for which they are intended without hindrance or encroaching upon the rights of the other Purchasers;**
- (d) not to store in the said Premises any goods which are of hazardous, combustible, offensive, or dangerous nature or are of such other type or nature as to damage the construction or structure of the Building or storing of goods which is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors lobbies or any other structure of the Building, including entrances of the said Building and in case any damage is caused to the Building or the said Premises on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for all costs and consequences of the breach and costs and expenses for repairs and renovation thereof;**
- (e) to carry out at his/ her/ its own costs all internal repairs to the said Premises and to maintain the same in the same condition, state and**

order in which they were delivered by the Owner to the Purchaser and shall not do or suffer to be done anything in the said Building or any part thereof including the said Premises which may be forbidden by the rules and regulations and bye laws of the concerned local authority or other public authority. And in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for all the costs and consequences thereof to the concerned local authority or other public authority;

- (f) not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration to or in the said Premises including the bathrooms, balcony/balconies, terrace, car parking space or in the elevation and the outside colour scheme of the said Building and to keep the walls, the partition walls, sewers, ducts, drains and pipes in the said Premises and appurtenances thereto in good tenable repair and condition and in particular so as to support the shelter and protect the other parts of the said Building and the Purchaser shall not close or permit the closing of niches or balconies nor chisel or in any other manner cause any damage to the columns, beams, walls, slabs, flooring, tiling, fittings or R.C.C. part or other structural members without the prior written permission of the Owner. On account of any alterations being carried out by the Purchaser in the said Premises (whether such alterations are permitted by the concerned authorities or not) there be any damage to the attached Premises or to the Premises situated below or above the said Premises (inclusive of leakage / seepage of water and damage to the drains) the Purchaser shall at his/her/its own costs and expenses repair or make good such damage (including recurrence of such damages);
- (g) not to chisel or in any other manner cause damage to columns, beams and shall not hang any clothes for drying on outside walls, slabs or RCC part, common passages and entrance along with the external peripheral of the said Premises, shall not change the facade, shall not put any other grill other than what is approved, shall not affix the air conditioner on a different place other than the slot provided for the

purpose without prior written permission of the Owner and/or of the said Society or such other organization when registered;

- (h) not to do or to permit to be done any act or thing which may render void or voidable any insurance of any premises or any part of the said Building or cause any increased premium to be payable in respect thereof or which is likely to cause nuisance or annoyance to the users and occupiers of the other premises in the said Building. However, it is clarified that this does not cast any obligation upon the Owner to insure the said Building or any part thereof including the said Premises agreed to be sold to the Purchaser;
- (i) not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the said Building or the compound or any portion of the said Property;
- (j) to pay to the Owner within 7 (seven) days of demand by the Owner his/her share of security deposits and other amounts demanded by concerned local authority or Government or utility and/or service provider for giving water, electricity or any other service connection to the said Property;
- (k) to bear and pay increase in rates, taxes, water charges, insurance and other levies, if any, which are imposed by any concerned local or public authority and/or Government on account of change of user of the said Premises by the Purchaser or otherwise howsoever;
- (l) not to let, sub-let, give on leave and license, transfer, assign or part with his/her/its interest or benefit of this Agreement or part with the possession of the said Premises or any part thereof until all the dues payable by the Purchaser to the Owner under this Agreement are fully paid, the possession of the said Premises is handed over by the Owner to the Purchaser and only if the Purchaser has not been guilty or breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has obtained prior permission in writing of the Owner for the purpose. Such transfer shall be only in

favour of the transferee as may be approved by the Owner. The said permission shall not be unreasonably withheld by the Owner;

- (m) to become a member of the Society/ Association of flat Purchasers / Limited Company/ Legal Entity/ Organisation Federation/ Apex Body of the purchasers of the premises at the said Project as and when formed and always agree to abide by all the Rules, Regulations and Bye-laws which may be framed from time to time at its respective inception by the Owner Society/ Association of flat Purchasers / Limited Company/ Legal Entity/ Organisation / Federation / Apex Body and the additions, alterations, or amendments thereof;
- (n) to join in the forming of the Society / Association of flat Purchasers / Limited Company / Legal Entity/ Federal Society/ Federal Condominium/ Federation/ Organisation/ Apex Body , and to sign and execute the application for formation and registration thereof along with bye-laws, rules and regulations thereof and/ or membership within 7 days from the date of receipt of intimation by the Owner. No objection shall be raised to the changes in the draft bye-laws, or rules and regulations as may be required by the Registrar of Co-operative Societies or any other concerned authorities. The Purchaser, if required, shall ensure that the Society / Association of flat Purchasers / Limited Company / Legal Entity/ Federal Society/ Federal Condominium/ Federation/ Organisation/ Apex Body pass the necessary resolutions confirming the rights of the Owner to complete the said Project, to carry out the additional construction on the said Property, and also the right of the Owner to sell on ownership basis the premises in the said construction and admit the new flat purchasers as members thereof without any reservations or conditions but subject to the same obligations and benefits as other members;
- (o) the Purchaser shall also observe and perform all the stipulations and conditions laid down by the Owner and the Society / Association of flat Purchasers / Limited Company/ Legal Entity/ Federation/ Apex Body when the same is/are formed regarding the occupation and use of the said Premises in the Building and shall pay punctually/in advance,

actual / adhoc amount demanded, towards taxes, expenses or other outgoings including towards maintenance and upkeep of the said Land and the access / right of way mentioned under Recital D above in accordance with the terms of this Agreement;

- (p) the Purchaser agrees to indemnify the Owner against all costs and damages the Owner may be put to by reason of any act or omission or commission on the part of the Purchaser and / or his / her / their / its tenants;
- (q) to permit the Owner, its surveyors and agents with or without workman and others at all reasonable times to enter into and upon the said Premises or any part thereof for the purpose of repairing any part of the Building and/or for making, repairing, maintaining, rebuilding, cleaning, fighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires, party structures and other conveniences belonging or serving or used for the Building and also for the purpose of laying down, maintaining, repairing and testing drainage, gas and water pipes and electric wires and for similar purpose connected with the development of the said Property by the Owner as also to view and examine the state and condition of the said Premises and the Purchaser shall make good the repairs, if any, required by the Owner within 7 (seven) days of the giving of such notice by the Owner to the Purchaser;
- (r) to observe and perform all the terms and conditions and covenants to be observed and performed by the Purchaser as set out in this Agreement (including in the recitals thereof);
- (s) to be responsible and shall pay at all times all N.A taxes, ground taxes, water taxes, electricity charges, service tax and all other taxes, levies, charges as may be applicable from time to time with respect to the said Premises agreed to be sold to him/her/them;
- (t) not at any time to use or display or caused to be used or displayed the word "Mahindra" or "Mahindra Lifespaces" or its logo in any manner

including by any association or organization of the purchasers or some of them or in any activity or object of any society or organization whatsoever or otherwise howsoever, save and except the in name of the complex as “Happinest - Boisar (a project by Mahindra Lifespaces)” and the naming of Society / Association / Company/ Legal Entity/ Organisation as decided by the Owner;

- (u) the Purchaser agrees to bear and pay the stamp duty, registration fees / charges and taxes, as applicable, on this Agreement to Sale, and any other documents to be executed between the Parties;
- (v) in case the Purchaser is a partnership firm, the Purchaser doth hereby covenant and represent that the names and addresses of all its partners are set out in the title clause herein above. Furthermore, any change in the constitution of the firm shall be intimated to the Owner along with the name and address of the new partner, if any.

9.4 It is hereby expressly agreed by and between the parties hereto that the Owner shall be exclusively entitled to deal with the terrace on the said Building and/ or dispose of the same in such manner as it may in its sole discretion deem fit till the execution of the Transfer Document (defined hereafter) transferring the said Property in favour of the Society / Association of flat Purchasers / Limited Company/ Legal Entity / Federation / Apex Body / Organisation as the case may be. In the event of the Owner obtaining permission from the concerned authorities for constructing one or more premises on the terrace, the Owner shall be entitled to sell such premises and/or together with portions of the terrace as an appurtenant thereto, and appropriate the proceeds thereof for its sole benefit. Purchasers of such premises shall be admitted as members of the Society / Association of flat Purchasers / Limited Company/ Legal Entity / Organisation on the same terms as the Purchaser herein.

9.5 The Owner shall for its sole and exclusive benefit, at all times, till the execution of the Transfer Document transferring the said Property unto the Society / Association of flat Purchasers / Limited Company / Legal Entity/ Federation / Apex Body/ Organisation as the case may be, also be entitled to put up hoardings or neon signs on the terrace or at such place within the

said Building or the said Property as the Owner may in its sole discretion determine. The Owner shall be entitled to lease or let-out or give on leave and license basis or otherwise enter into agreements / arrangements with respect to such hoardings and appropriate the proceeds thereof for its own exclusive benefit. The Purchaser and the Society / Association of flat Purchasers / Limited Company / Legal Entity/ Federal Society / Federal Condominium/ Organisation shall give proper access to the Owner or its lessees/ licensees/ persons with whom the Owner has entered into agreements/ arrangements as aforesaid for the upkeep and maintenance thereof. If at the time of execution of the conveyance/ transfer documenting case any lease/ agreement for letting out or leave and license or any other arrangement executed by the Owner with respect to the hoarding is subsisting the Purchaser and the Society / Association of flat Purchasers / Limited Company / Legal Entity/ Federation /Apex Body / Organisation shall confirm the same.

- 9.6 The Owner has informed the Purchaser that the FSI (Floor Space Index) available in respect of the said Property is as per the FSI statement given in the plans sanctioned by the concerned authority and that no part of the said FSI has been utilised by the Owner elsewhere for any purpose whatsoever. Furthermore, the Owner shall be absolutely entitled:
- (a) to consume and fully exploit the development potential of the said Land, the FSI as may be available in respect of the said Land or any part thereof or procured by way of TDR (Transferable Development Rights), or the balance or residual FSI, or any additional FSI which may become available on account of any change in the Development Control Regulations in force from time to time, or on account of any special concession given by the authorities (including FSI for set-back, road widening, reservation), or otherwise howsoever on the said Land, and for the purpose of consuming such FSI to construct extensions and/or additional floors and/or additional building/s as the Owner in its sole discretion may deem fit,
 - (b) to apply for and obtain such further and other permissions and sanctions as may be required for fully exploiting the development potential of the said Land including the increased FSI, TDR or additional FSI, and other benefits.

- 9.7 In the event the FSI of the said Land or any part thereof is increased due to any change in the law or the policies of the government or local authorities subsequent to the conveyance of the said Building by the Owner in favour of the Society / Association / Company/ Legal Entity of flat purchasers as per the terms hereof the increase in the FSI which is proportionate to the FSI consumed by the said Building to the total FSI of the layout shall belong to such Society / Association / Company/ Legal Entity and the Owner shall be free to utilize the remaining FSI or TDR without any recourse to the Purchaser or the Society / Association / Company/ Legal Entity of flat purchasers whatsoever.
- 9.8 After consuming the balance and / or additional FSI by constructing extensions/ new building/s, the Owner shall be entitled to sell such flats/ units for such permissible user as the Owner may think fit and proper to any person or persons for such consideration as the Owner may in its absolute discretion deem fit.
- 9.9 The Purchaser agrees not to hold the Owner responsible for any delay or non-performance on the part of the concerned authorities / MSEDL in providing the amenities, services, and facilities to the said Premises / Building. The Owner shall also be entitled to lay in the said Land any drains, sewers, water and electrical pipelines, telecom conduits and other installations etc. for the purpose of development of adjoining lands.
- 9.10 The Purchaser authorises the Owner to represent it in all matter regarding property tax assessment and reassessment before the concerned authorities and all decisions taken in this regard by the Owner shall be binding on the Purchaser. The Owner may till the execution of the conveyance/ transfer document in favour of the Federal Society / Apex Body/ Federation represent the Purchaser before the office of Collector of Stamps, the Government of Maharashtra, the Municipal and Local Authorities, MSEDL and the Purchaser and give the necessary consents/ NOCs/ indemnities and do all such things on its behalf as it may deem fit and the same shall stand ratified and confirmed by the Purchaser and shall be binding on it.

9.11 The Purchaser shall on demand do, execute, perform or deliver or cause to be done, executed, performed or delivered things, documents, letters, writings and papers as may be reasonably required by the Owner for further, better or more perfectly effectuating or preserving the mutual rights and interests of the Owner and/ or the Purchaser/s.

10. OWNER'S COVENANTS

- a) The Owner agrees to hand over possession of the said Premises to the Purchaser upon receipt of all payments and as per the terms and conditions of this Agreement.
- b) The Owner hereby agrees to observe, perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Premises to the Purchaser, obtain from the concerned local authority occupation and / or completion certificate(s) as the case may be in respect of the said Premises.
- c) The Owner shall make necessary arrangements to obtain electricity, water supply and drainage connections in respect of the said Premises. In the event of any delay in obtaining such connections due to circumstances beyond the control of the Owner, the time stipulated under this Agreement for handing over of possession of the said Premises would be suitably extended without any liability for payment of compensation for delayed delivery on the Owner.

11. MAINTENANCE

- a) After 15 days from the notice in writing is given by the Owner to the Purchaser that the said Premises are ready for use and occupation, and asking the Purchaser to take Possession thereof subject to the terms hereof, the Purchaser shall whether the possession of the said Premises has been taken or not be liable to bear and pay the proportionate share of all outgoings in respect of the said Property and buildings including all rates, charges, cesses, duties, levies, impositions, assessments by whatever name called, imposed or assessed by any concerned local

authority or authorities even if made retrospectively applicable as well as all other expenses necessary and incidental to the services provided by Owner by way of management of property and upkeep, repairs, sanitation, common electricity and water charges, security, water tankers in case of deficit water supply, insurance, electricity and maintenance of the said Property and buildings thereon (including the Multipurpose Lawn, Multipurpose Hall). The Owner may, at its discretion, pay rates, charges, cesses, duties, levies, impositions etc. from the sinking fund/ corpus and/or the income thereof.

- b) Commencing from the aforesaid date the Purchaser shall punctually pay its share of taxes, maintenance, outgoings, and contribution as and when demanded by the Owner. In the event of any default by the Purchaser in payment of the amount/s as aforesaid, the Purchaser shall be liable to pay interest @ 12% per annum from the date the same are payable till actual payment/ realization.
- c) The Owner agrees and undertakes to maintain the said Building, common areas and open spaces and utilities and infrastructure of the said Project either by itself or through its nominated agencies till the completion of the said Project. On completion of the said Project, the Owner shall hand over the affairs of maintenance and upkeep of common areas and open spaces and utilities and infrastructure of the said Project to the Federation/ Apex Body of the Purchasers.

12. AMENITIES

The Owner intends to provide in the said Project the facilities and amenities like Multipurpose Lawn, Multipurpose Hall for the Purchaser along with the other purchasers of the premises in the said buildings, and/or other existing building and buildings to be constructed in the said Project subject to such terms and conditions including as to payment of premium, fee, membership, and other rules and regulations as may be framed and amended from time to time by the Owner (collectively referred to as “**Terms and Regulations**”). Furthermore, in the event the Purchaser transfers the said Premises, the

benefit of the amenities and facilities, if availed by the Purchaser, shall either elapse or stand transferred to the proposed transferee only if:

- (i) an application is made by the transferee for availing the amenities and facilities and the same is accepted under the then applicable Terms and Regulations; and
- (ii) the Purchaser is not in breach of the Terms and Regulations.

The management of such amenities and facilities shall be ultimately handed to the Federation/ Apex Body.

13. TERMINATION/ CANCELLATION

- a) Notwithstanding anything contained in this Agreement, in the event of the Purchaser making an application for cancellation of this Agreement or making any default in respect of any installment of the Purchase Price or any amount due and payable by the Purchaser under this Agreement and/or in observing and performing any of the terms and conditions of this Agreement and of the applicable local laws, rules and regulations, the Owner shall, at its sole option, be entitled to terminate this Agreement by issuing a letter of termination to the Purchaser and in that event all the monies paid hereunder by the Purchaser after deducting therefrom:
 - i. a forfeiture amount equal to 12% (twelve per cent) of the consideration for sale ;
 - ii. Service Tax, VAT, GST and all other taxes paid or payable on this Agreement;
 - iii. the taxes and outgoings including amounts payable in respect of the additional paid facilities and other common areas and facilities, if any, due and payable by the Purchaser in respect of the said Premises up to the date of termination of this Agreement;
 - iv. the amount of interest payable by the Purchaser to the Owner in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;

shall be refunded to the Purchaser by the Owner without any interest, compensation, damages or costs upon the Purchaser executing & registering a Deed of Cancellation of this Agreement, if required by

the Owner; and on such termination, the Owner shall be entitled to deal with, lease, sell and/or dispose of or otherwise howsoever deal with the said Premises as it may deem fit in favour of any other party without any reference to, or consent from the Purchaser and the Purchaser shall have no right to dispute or object to the dealing / lease / disposal of the said Premises and shall cease to have any right, title, interest, or claim of whatsoever nature in the said Premises by the Owner as aforesaid, PROVIDED ALWAYS that the power of termination hereinabove contained shall not be exercised by the Owner unless and until the Owner (except in case of an application by the Purchaser for cancellation) shall have given to the Purchaser 15 (fifteen) days prior notice in writing of its intention to terminate this Agreement and of the specific breach or breaches in respect of which it is intended to terminate this Agreement and default shall have been made by the Purchaser in remedying such breach or breaches within fifteen days of the date of such notice.

- b) The right of termination as aforesaid shall be without prejudice to any other rights and remedies available to the Owners in law.
- c) It is agreed that in the event of termination in the circumstance as aforesaid or termination due to any other reason, the sole right of the Purchaser would be to obtain refund of payments due to him in the manner mentioned above and the Purchaser will not have the right to cause stoppage of work of the said Project or seek any relief in the nature of restraint of the work relating to the said Premises or the project nor shall the Purchaser seek any claim against the Owner and the Purchaser specifically waives all such rights, if any, as relating to the said Premises and the project.
- d) The Purchaser agrees that receipt of the said refund by cheque from the Owner by hand delivery/registered post acknowledgement due at the address herein furnished by the Purchaser whether the Purchaser accepts or encashes the cheque or not, will amount to refund and full discharge of the Owner's liability in respect thereof.

14. FORMATION CO-OPERATIVE SOCIETY/ASSOCIATION OF THE FLAT PURCHASERS/ COMPANY/APEX BODY/FEDERATION OF FLAT PURCHASERS

The Owner shall take steps for the formation of a Co-operative Society, Association of the Flat Purchasers, Company, Legal Entity, Apex Body or Federal Society/ Federation in the said Project in accordance with the relevant provisions of the applicable law.

15. CONVEYANCE OF STRUCTURES OF THE BUILDINGS AND THE OWNER'S ENTITLEMENT TO DEVELOP AND CONTINUE TO DEVELOP THE REMAINING LAYOUT LAND

It is agreed between the Owner and the Purchaser that the Owner and the Co-operative Society or Association of the Flat Purchasers of the building/s shall jointly execute and register the conveyance in favour of the Co-operative society/ Association of the flat Purchasers as per the draft of the Conveyance Deed prepared by the advocates and solicitors of the Owner in respect of the structures of the building/s alongwith floor space index (FSI) consumed in such building/s upon completion of development of the entire layout and within four months from the formation of the Co-operative Society/ Association of the flat Purchasers/ Limited Company/ Legal Entity for the last building in the said Project subject to the right of the Owner to dispose of the remaining flats, if any, and receipt of the entire consideration amount and outstanding dues from all the flat Purchasers in accordance with the relevant provisions of the applicable law. The conveyance shall further, be subject to the right to use, in common, the internal access roads, amenities, facilities, services, utilities, and recreation areas developed or to be developed in the layout including electric sub-stations, sewers, drains, cables and with the right to use of the open spaces allocated to such building/s in terms of the Agreement for Sale executed by the Owner and the respective flat Purchasers.

It is agreed between the Owner and the Purchaser that subject to the applicable provisions of the said Acts, the Owner shall be entitled to develop and continue to develop the remaining layout land, with the right to use the internal access roads and all the facilities, amenities and services

in the layout and to construct any additional structures thereon by consuming the balance FSI and Transfer of Development Right (TDR), FSI and balance additional FSI relating to the said Lay out land and any future increase in FSI and the TDR, FSI and additional FSI herein due to change in the law or the policies of the Government or the local Authority.

16. CONVEYANCE OF THE LAYOUT LAND IN FAVOUR OF APEX BODY OR FEDERATION

It is agreed between the Owner and the Purchaser that upon completion of development of the entire layout and within four months from the formation of the Apex Body and Federation of the societies of all the buildings in the said Project, the Owner and the Apex Body or Federation shall jointly execute and register the conveyance of the said Property in favour of the Apex Body or Federation as per the draft of the Conveyance Deed prepared by the advocates and solicitors of the Owner, subject to the right of the Owner to dispose of the remaining flats, if any, and receipt of the entire consideration amount and outstanding dues from all flat Purchasers of all the buildings or structures constructed on the layout plot.

17. COST / EXPENSES / DUTIES IN RESPECT OF TRANSFER DOCUMENTS TO BE BORNE AND PAID BY THE FLAT PURCHASERS

All costs, charges and expenses in connection with the preparation, engrossing, stamping and registering the any conveyance/ transfer document and any other documents required to be executed by the Owner or by the Purchaser, stamp duty and registration charges in respect of such documents as well as the entire professional costs of the Advocates of the Owner in preparing and/or approving all such documents shall be borne and paid by the Purchasers/Society/ Association of Flat Purchasers / Limited Company/ Legal Entity/ Federation/ Organisation or proportionately by the members thereof. The Owner shall not contribute anything towards such expenses. The Purchaser shall on demand pay to the Owner his proportionate share in regard to the above. The amount payable under this Clause is in addition to any other amounts mentioned hereinabove.

At the time of execution of the conveyance/ transfer document, the Co-operative Society / Association of Persons / Limited Company / Legal Entity/ Federal Society / Federal Condominium/ Federation / Apex Body, as the case may be, the Purchaser and / or Co-operative Society / Association of Persons / Limited Company / Legal Entity/ Federal Society / Federal Condominium Federation / Apex Body, shall reimburse to the Owner building permit deposits or other refundable deposits paid by the Owner in respect of the said Building.

18. GENERAL TERMS AND CONDITIONS

- a) The said Premises shall contain fixtures, fittings, specifications and amenities as per particulars given in the **Annexure – 6** hereto. The Parties hereto agree that the brands, if any, mentioned in the said Annexure are illustrative and that the Owner has the liberty to use the brands therein mentioned or products of similar make.
- b) The Purchaser for more beneficial use and enjoyment of the premises shall be entitled to the exclusive right to use the allotted --- Car Park space. The Purchaser shall be entitled to deal with the said Car Park space in accordance with the bye-laws of the Society/ Association of Persons/ Limited Company/ Legal Entity/ Federation or such other organization whenever formed.
- c) The Purchaser hereby expressly agrees that parking spaces for other buildings within the said Project may be located near the said Building and vice versa and the Purchaser shall not object to or disturb the use of such parking spaces by purchasers of other premises in the said Project.
- d) It is hereby expressly agreed that the Owner shall be entitled to sell the other Premises (any premises other than the said Premises) in the said Project for the purpose of using the same as residence / commercial premises.
- e) It is hereby expressly agreed and provided that so long as it does not in any way affect or prejudice the rights hereunder granted in favour of the Purchaser in respect of the said Premises, the Owner shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose off its right, title or interest, in part or in full in respect of the said Property. The Owner shall

also be free to construct sub-stations for electricity supply, DG Rooms, Electrical Room, Society Office, covered and enclosed garage, watchmen's cabins, toilet units for domestic servants, septic tanks, STP, vermiculture plant, Pump Room, and soak pits, etc., at the locations presently marked upon the layout plan or building plans or in accordance with requisite statutory permissions. The Owner shall always be entitled to sign undertakings and indemnities on behalf of the Purchaser as may be required in respect of the said Project. The Purchaser hereby expressly authorises the Owner to sign such indemnities and undertakings on his/ her/ its behalf.

- f) The Owner shall have the right to create a charge in favour of its Bankers / Lenders or mortgage the said Land or any construction thereon or right appurtenant thereto including the said Building or any portion thereof as the Owner may in its sole discretion deem fit PROVIDED THAT the Owner shall ensure that such charge, if any, on the said Premises shall be released before execution of this Agreement to Sale.
- g) The Owner shall be entitled to alter the terms and conditions of the Agreement relating to the unsold Premises in the said Project of which the Premises form part thereof and the Purchaser shall have no right to object to the same.
- h) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of or to confer upon the Purchaser any right, title or interest of any kind whatsoever in to or over the said Property or the said Building or any part thereof. The Purchaser shall have no claim save and except in respect of the said Premises agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, common areas which will remain the property of the Owner until the execution of the conveyance/ transfer document in favour of the body of the Purchasers as herein mentioned.
- i) After the handing over of the said Building to the Society/ Association of flat Purchasers / Limited Company/ Legal Entity of Purchaser if any alteration or modification is required to be done by any local or statutory authority, the same shall be carried out by the purchasers of various Premises in the said Building at their own costs and the Owner shall not be in any manner liable or responsible for the same.

- j) The Purchaser shall as soon as possible and within the time prescribed by the Registration Act, 1908 and as and when called upon by the Owner present this Agreement (duly stamped) for registration with the concerned Sub-Registrar of Assurances in compliance with the said Act and admit execution thereof and have the same registered. In case the Purchaser fails or omits to present this Agreement for registration or otherwise fails or omits to have the same registered for any reason whatsoever, the Owner shall not be responsible for the consequences thereof and the Purchaser shall indemnify the Owner in relation thereto.
- k) The Purchaser hereby declares that it has entered into this Agreement after going through the same and with the knowledge of the terms and conditions herein contained.
- l) The Parties hereto agree that the Owner shall be entitled to demand and collect from the Purchaser the remaining installments of the Purchase Price and other amounts in terms hereof inspite of the non-registration of this Agreement by the Purchaser as above, and the Purchaser shall accordingly make the payments without raising any objection as to non-registration of this Agreement or otherwise.
- m) This Agreement is subject to the relevant provisions as in force from time to time of The Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale Management Transfer) Act, 1963 and The Maharashtra Housing (Regulation and Development) Act, 2012 as amended or enacted and the Rules made thereunder (hereinafter collectively referred to as “ the said Acts”).
- n) As required by the Maharashtra State Electricity Distribution Company Limited (MSEDCL) or Tata Power or any other service provider, a electric sub-station room / public utility area shall be provided to them on the said Property and the Owner shall execute a Lease/Sub-Lease with MSEDCL /Tata Power or other service provider in this connection as may be required. The Purchaser shall not raise any objection or cause any obstruction towards the putting up and construction of any other electric sub-station or sub-stations and allied constructions pipes and boxes for electric meters and other equipments and matters in this connection and shall extend all co-operation and assistance as may from time to time be necessary in this respect as per the rules and requirements of MSEDCL / Tata Power or other service provider. Furthermore, the Owner shall be entitled to grant lease or

license of any portion of the said Land to any Government or Semi-Government or Local or Municipal Body or Authority or to any private party or parties for setting up any other installations for providing services such as telecommunication, dish antennae etc. Any conveyance / transfer document executed in favour of the Co-operative Society/ Association of the Flat Purchasers/ Company/ Legal Entity/ Apex Body / Federal Society/ Federation as the case may be shall be subject to such Lease or License as mentioned in this clause.

19. WAIVER

- (a) Waiver by either Party of any default by the other Party in the performance of any provisions of this Agreement :
- i. shall not operate or be construed as a waiver of any other default or further default; or
 - ii. shall not be effective unless it is in writing and executed by a duly authorized representative of the Party.
- b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement nor time or other indulgence granted by any Party to the other Party shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect

20. SEVERABILITY

Unless any clause or provision of this Agreement is held or declared invalid or unenforceable or illegal for any reason, this Agreement will remain in full force apart from such clause or provision, which will be deemed to have been deleted.

21. ALTERATIONS / MODIFICATIONS

This Agreement to Sale contains the whole agreement between the parties in respect of the subject matter of this Agreement and shall not be modified (whether by alteration, addition or omission) otherwise than by writing duly signed by both the Parties. This Agreement constitutes the entire agreement between the parties and there are no promises or representations, oral or written, express or implied other than those contained in this Agreement. The Purchaser hereby expressly admits, acknowledges and confirms that no terms, conditions, particulars or

information whether oral, written or otherwise given or made or represented including those contained/given in any advertisement or brochure by the Owner and/or its agents to the Purchaser and/or his/her/its/their agents other than such terms, conditions and provisions as are contained or incorporated in this Agreement with the Purchaser shall be deemed to form part of this Agreement or to have induced the Purchaser to enter into this Agreement.

22. NOTICE

All letters, circulars, receipts and/or notices to be served on the Purchaser (in case of joint Purchasers, the first named herein) under this Agreement and dispatched by the Owner Under Certificate of Posting and/or Registered Post A.D. and/or by Courier / and / or by fax / email, to the following address of the Purchaser will be a sufficient proof of the receipt of the same by the Purchaser and shall completely and effectually discharge the Owner. For this purpose, the Purchaser has given his/her/its following address:

Name : -----

Address: -----;

In case of any change of the aforesaid address, the Purchaser shall forthwith intimate the new address to the Owner.

23. JURISDICTION

The Parties agree to be bound for settlement of any dispute, difference, touching upon the Agreement or otherwise in the sole and exclusive jurisdiction of the Courts exercising competent jurisdiction and situated at Mumbai, State of Maharashtra to the exclusion of all other courts.

24. INTERPRETATION

24.1 Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine or neuter shall include the masculine, feminine and neuter.

24.2 The words “include”, “includes”, “including” shall be deemed to be followed by the words “without limitation”.

24.3 All captions and titles used in this Agreement are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs, sections or clauses hereof.

24.4 If the Purchaser consists of more than one person, the obligations and duties of persons comprising the Purchaser shall be joint and several.

25. PAN NO.

The PAN No. of the Owner is AAACG8904C

The PAN No. of the Purchaser is

THE FIRST SCHEDULE REFERRED TO HEREINABOVE

(Description of the said Land)

All those pieces and parcels of freehold non-agricultural land bearing **New Gat No.50 Plot No.1** admeasuring **59,334.30 square meters** situate, lying and being at Village Kambalgaon, Taluka Palghar, District Palghar, and within Registration District of Thane and Registration Sub-District Palghar and within the area of Grampanchayat Kambalgaon, Palghar, Maharashtra bounded as follows:

- On the East: By Gat No. 50 Plot No. 2, Village Kambalgaon,
 On the West: Partly by Existing Road, and partly by boundary of Panchali Village,
 On the North: By Gat No. 49, Village Kambalgaon, and
 On the South: By boundary of Padghe Village.

THE SECOND SCHEDULE REFERRED TO HEREINABOVE

(Payment Schedule)

Sr. No	Schedule Description	% of total Sale Consideration	Amount (In Rs.)	Service Tax (In Rs.)	VAT (in Rs.)	Total Payable (In Rs.)
1	On booking	12%		At Actuals. Presently @ 4.50%. Subject to Variation	/	
2	Within 30 days from Booking	8%				
3	On Completion of Plinth	25%				
4	On Completion of 2nd Slab	25%				
5	On Completion of Terrace Slab	25%				
6	On Possession	5%				
Total		100%		₹		

IN WITNESS WHEREOF the Parties have entered into Agreement to Sale on the day, month and year first above mentioned in the presence of:

SIGNED AND DELIVERED by the withinnamed
MAHINDRA LIFESPACE DEVELOPERS
LIMITED, by the hand of its Authorized Signatory
Mr. _____
Mr. _____



--	--

SIGNED AND DELIVERED by the withinnamed
Purchaser/s



--	--

--	--

In the Presence of
WITNESSES

1. Name: _____
Add: _____

2. Name: _____
Add : _____

RECEIPT

RECEIVED from the within named Purchaser/s, the sum of Rs. /- (Rupees -----
----- only) being the amount of the installment amount paid by her to us as per
below details;

Sr. No.	Particular	Cheque No.	Cheque Date	Bank	Branch	Cheque Amount

WE SAY RECEIVED
MAHINDRA LIFESPACE DEVELOPERS LIMITED

Authorised Signatory

ANNEXURE - 1

गाव नमुना सात (अधिकार अभिलेख पत्रक)
 (महाराष्ट्र जमीन महसूल अभिलेख आणि नोंदवहा (उपार करणे व सुविधारीत ठेवणे) विधान, १९७१ च्यातील विधान ३,५,६ आणि ७)
गाव - कांबळेगाव तालुका - पालघर, जिल्हा - ठाणे

भूखण्ड क्रमांक	पर्यायान	सुधारणा पत्रकी	सौमह्यदाखले नमूने	स्थान क्रमांक
५०	को.नं-१		१ ५१ ८७ १६७ १७८ १७९ ११५ १२४	५९
वेळाने स्थानिक नाव	विनशेती			द्वार अभिलेख २६ ४८ ८७ १२३ ११५
अन्वयितरीय क्षेत्र	जो. मी.		महोदया लार्डफ स्पेस डेव्हलपमेंट लिमिटेड (१४०)	मा. अ. मि. ठाणे यु. ज. फ्लॉर
स. अ. (अन्वयितरीय क्षेत्र)	५९३३४-३०			गांचे करीत मुक्यात नोंदवहात
सौमह्यदाखल पत्रक नं.	५९३३४-३०			परवानगी आदेशातील स. अ. क्र-१ ते ६८ ला अधीन राहुल नंदर जमिनीत
आकाराची	८९००=००			५९३३४-३० पेक्षा उर्वरित व्हातील
	५			आधीच मर्यादा बांधित होणारे
				५६४=०६ जो. मी. सेव वेजा
				जसात उर्वरित ५८७६९-५३
				जो. मी. जसात राहिली
				प्रयोजनाची विनशेती आदेश दिले आहे. त्यापैकी
				जो. मी.
				रोजवापडिंग व्यातीत सेव = ५६४-०६
				रुबुले सेव = ५९३३-४३
				५३४६ सेव = २९६६-०३
				आंतर्गत रकमेचे सेव = ३६२३-५१
				एकूण एकनिव सेव = २१०८९-४४
				१२४

गाव नमुना बारा (निकाची नोंदवही)
 (महाराष्ट्र जमीन महसूल अभिलेख आणि नोंदवहा (उपार करणे व सुविधारीत ठेवणे) विधान, १९७१ च्यातील विधान २९)

वर्ष	दिवस	दिन	दिने व कारणा	सेव		नवीन करारपत्राचे नंबर	वेळ
				दिवस	वेळ		
२०१३ २०१४	२४	१	वहिवार विनशेती	जो. मी. ५९३३४-३०			-

११/११/२०१४


 तलाठी सरावली
 सा. पालघर, जि. ठाणे

ANNEXURE – 2 (NA ORDER)

HISR-182-2013 (Village Kambalgao Tal. Palghar).doc

क्र.महसूल/कक्ष.१/टे.१/एनएपी/एसआर-१५२/२०१३
अपर जिल्हाधिकारी ठाणे यांचे कार्यालय
मुख्यालय जव्हार
दिनांक ०३/०६/२०१४.

वाचले :-

- १) मे.महिंद्रा लाईफ स्पेस डेव्हलपर्स लिमिटेड, महिंद्रा टॉवर्स, ५ वा मजला डॉ.जी.एम.भोसले मार्ग वरली, मुंबई यांचा दिनांक ०७/०५/२०१३ रोजीचा अर्ज.
- २) या कार्यालयाकडील बिनशेती आदेश क्र. महसूल/कक्ष.१/टे.२/एनएपी/एसआर-१२५/२०११ दिनांक २३/१२/२०११ रोजीची परवानगी.
- ३) नगर रचनाकार, पालघर शाखा यांचेकडील जा.क्र.विशेष/सुधारीत बांध/मी.उमरोळी/ता.पालघर/ग.क्र.१४५/रहिवास व रस्त्यासंमुख दुकाने/नर- पालघर/१४ दिनांक ०७/०१/२००४ रोजीचे शिफारस पत्र.
- ४) तहशिलदार पालघर यांचेकडील पत्र क्रमांक जमिनबाब-२/कावि-१८८ दिनांक २३/०१/२००४ रोजीचा अडवाल.
- ५) सरपंच, ग्रामपंचायत उमरोळी, ता.पालघर जि.ठाणे यांनी त्यांचेकडील जा.क्र. २५१२/२०११-१२ दिनांक २९/०३/२०११ रोजीचा नाहरकत दाखला. तालुका आरोग्य अधिकारी, पंमागत समिती, पालघर यांचेकडील जा.क्र. पंढा/ आरोग्य/आवि/वशि/८८/१३ दि. १८/११/२०१३ रोजीचा आरोग्याबाबत नाहरकत दाखला. कार्यालयीन मंजूर टिपणी दिनांक ०३/०६/२०१४.



प्याअर्धी, मे.महिंद्रा लाईफ स्पेस डेव्हलपर्स लिमिटेड, महिंद्रा टॉवर्स, ५ वा मजला डॉ.जी.एम.भोसले मार्ग वरली, मुंबई यांनी ठाणे जिल्ह्यातील पालघर तालुक्यामधील मीजे कांबळगाव, ता.पालघर जि.ठाणे येथील गट क्रमांक ५०, मुख्य क्रमांक १ क्षेत्र ५९३३४.३० चौ.मी. पेकी अस्तित्वातील ग्रामीण मार्गाने बाधित होणारे ५६४.७६ चौ.मी. क्षेत्र वजा करता उर्वरीत ५८७६९.५४ चौ.मी. या जागेत रहिवास या प्रयोजनार्थ सुधारीत बिनशेती बांधकाम परवानगी मिळावी म्हणून विनंती केली आहे.

त्याअर्धी, आता महाराष्ट्र जमिन महसूल अधिनियम १९६६ चे कलम ४४ महाराष्ट्र जमिन महसूल (जमिनीच्या वापरात बदल व अकृषिक आकारणी) नियम १९६९ अन्वये जिल्हाधिकारी ठाणे यांच्याकडे निहित करण्यात आलेल्या अधिकारिचा वापर करून उक्त अपर जिल्हाधिकारी, ठाणे, मुख्यालय जव्हार याद्वारे मे.महिंद्रा लाईफ स्पेस डेव्हलपर्स लिमिटेड, महिंद्रा टॉवर्स, ५ वा मजला डॉ.जी.एम.भोसले मार्ग वरली, मुंबई यांना ठाणे जिल्ह्यातील पालघर तालुक्यामधील मीजे कांबळगाव, ता.पालघर जि.ठाणे येथील गट क्रमांक ५०, मुख्य क्रमांक १ क्षेत्र ५९३३४.३० चौ.मी. पेकी अस्तित्वातील ग्रामीण मार्गाने बाधित होणारे ५६४.७६ चौ.मी. क्षेत्र वजा करता उर्वरीत ५८७६९.५४ चौ.मी. या जागेत रहिवास या प्रयोजनार्थ सुधारीत बिनशेती बांधकाम करण्याबाबत पुढील शर्तीवर अनुज्ञा (परमिशन) देण्यात येत असून नगर रचनाकार, पालघर शाखा यांचेकडील मंजूर नकाशाप्रमाणे खालील क्षेत्रावर बांधकाम अनुज्ञेय नाही.

रोड वायीडेगखालील क्षेत्र	- ५६४.७६ चौ.मी.
खुले क्षेत्र	- ५९३३.४३ चौ.मी.
५ टक्के अमेनिटी क्षेत्र	- २९६६.७२ चौ.मी.
अंतर्गत रस्त्याचे क्षेत्र	- ११६२१.५७ चौ.मी.
एकूण एकत्रित क्षेत्र	- २१०८६.४८ चौ.मी.

त्याशर्ती अशा :-

- १) विषयांकित जागेच्या प्रस्तावानुसार एकूण क्षेत्र ५९३३४.३० चौ.मी. इतके आहे. अर्जदार यांनी सदर जागेवर सुधारीत बांधकाम परवानगी अपेक्षिलेली आहे. विषयांकित जागेवर समूह निवास योजने अंतर्गत रहिवास व खुल्या क्षेत्रामधील क्लब हाऊस या वापरासाठी ४१७८८.४९ चौ.मी. क्षेत्राच्या बांधकामाचे प्रयोजन आहे. सदर जागेवर २००००-०० चौ.मी. पेशा जास्त रहिवास खुल्या जागेतील क्लब हाऊस व सुविधा क्षेत्र वापर अंतर्गत अर्जदार बांधकाम करणार असल्याने पर्यावरणसुधारीत आघात विचारात घेता Environment

Impact Assessment Report तयार करून त्यास महाराष्ट्र शासनाच्या पर्यावरण विभागाकडून मान्यता घेणे अर्जदार यांचेवर बंधनकारक राहिल.

- २) ७/९२ उता-यावर इतर अधिकारामध्ये दर्शविलेल्या फेरफाराच्या अनुषंगाने, मालकी हक्काबाबत/कुलमुखत्यारपत्राबाबत तसेच मोजणी नकाशानुसार जागेच्या हद्दीच्या अनुषंगाने त्रयस्थ हितसंबंध निर्माण झोणार नाहीत याबाबतची सर्वस्वी जबाबदारी अनुज्ञापत्रही यांची राहिल.
- ३) सदर रेषांकनामध्ये प्रस्तावित बांधकामाचे क्षेत्र हे २०००.०० चौ.मी. पेक्षा जास्त असल्याने प्रस्तावित बांधकाम प्रत्यक्ष जागेवर सुरु करण्यापुर्वी बांधकाम सुरु करण्यात येत असल्याबाबतचे पत्र संबंधित प्राधिकरणाकडे (Notice for Commencement of Works) सादर करून प्रस्तावित बांधकाम जोल्यापर्यंत पूर्ण झाल्यावर जोते तपासणीचा दाखला प्राप्त करून घेणे अर्जदार/विकासक यांचेवर बंधनकारक राहिल. त्याशिवाय जोत्यावरील बांधकाम करता येणार नाही.
- ४) विषयांकित जमिनीस उप अधिक्षक, भुमि अगिलेख यांच्याकडील मुळ मोजणी नकाशानुसार पश्चिमेस ७.५० मी. रुंदीच्या अस्तित्वातील रस्त्याचा पुढाचा प्राप्त होत आहे. सदरचा रस्ता हा ग्रामीण मार्ग असल्याचे दिसून येत आहे. तरी मोजणी नकाशाबाबत तसेच सदरचा रस्ता ग्रामीण मार्ग असलेबाबत त्या व्यतिरीक्त सदरचा रस्ता इतर वर्गीकृत रस्त्यामध्ये अंतर्भूत होत असल्यास या विभागाची सदर प्रस्तावास सुधारीत परवानगी घेणे आवश्यक राहिल.
- ५) मंजूर झालेल्या बांधकाम नकाशामध्ये दर्शविल्याप्रमाणे संदर्भित जमिनीचा रहियास प्रयोजनासाठीच वापर करण्यात यावा.
- ६) उपोवघोतातील अनुकरणांक २ अन्नागे नेणेत झालेल्या बिनशेती बांधकाम परवानगीजन्वये भुखंड क्रमांक १ मध्ये दिलेली परवानगी या आदेशान्वये रद्द समजून सुधारीत बिनशेती बांधकाम परवानगीतील अटी व शर्तीचे पालन करणे अनुज्ञापत्रही यांचेवर बंधनकारक राहिल.
- ७) वरील वापर सुरु करण्यापुर्वी रेषांकनातील रस्ते त्यांचे गटारासह वाहतुकीस योग्य होतील असे पक्क्या स्वरुपात बांधण्यात यावेत व त्याची रुंदी मंजूर रेषांकनाप्रमाणे ठेवण्यात यावी.
- ८) नियोजित इमारतीसाठी आवश्यक असणा-या पाण्याची, सोय, सांडपाण्याची व मैलानिमगूलनाची व्यवस्था तसेच इतर पायाभूत सुविधा उपलब्ध करून घेण्याची जबाबदारी बांधकाम सुरु करण्यापुर्वी अर्जदाराने/जमीन मालकाने केली पाहिजे.
- ९) नियोजित बांधकामापासून पुढील, मागील व बाजूची अंतरे प्रत्यक्ष जागेवर मंजूर झालेल्या नकाशाप्रमाणे ठेवण्यात यावीत.
- १०) बांधकाम नकाशामध्ये मंजूरीपेक्षा वेगळे बदल करावयाचे असल्यास किंवा वापर बदलावयाचा असल्यास पूर्व परवानगी घेणे आवश्यक राहिल.
- ११) विषयाधिने जागेवरील बांधकामाचे मंजूर नकाशाप्रमाणे कार्यान्वयन, बांधकाम साहित्याची गुणवत्ता व दर्जा, प्रस्तावित इमारतीचे आर.सी.सी. डिझाईन, आग्निशमन व्यवस्था इत्यादी बाबत जमीन मालक/विकासकर्ता/सल्लागार अभियंता, स्ट्रक्चरल अभियंता यांची जबाबदारी राहिल.
- १२) विषयांकित जागेवरील बांधकाम करताना आय.एस. १३२२०-१९९३ भूकंपरोधक आर.सी.सी. डिझाईन नुसार बांधकाम घटकांचे नियोजन अर्हताप्राप्त नोंदणीकृत स्ट्रक्चरल इंजिनियर यांचे कडून करून घेणे आवश्यक असून त्यांचे देखरेखीखाली नियोजित इमारतीचे बांधकाम पूर्ण करणे अर्जदार/ विकासकर्ता यांचेवर बंधनकारक राहिल.
- १३) सदर जागेवर अस्तित्वातील बांधकामे असल्यास ती सर्व काढून टाकल्याखेरीज नवीन बांधकामास प्रत्यक्ष सुरुवात करू नये.
- १४) शिफारस केलेल्या बांधकाम नकाशामध्ये प्रस्तावित केलेल्या इमारतीची उंची व मजले असणे आवश्यक आहे.
- १५) एकूण बांधकाम समुह निवास संकुल पध्दतीनुसार एकूण अनुज्ञेय बांधकाम क्षेत्र मुखंडाच्या (इतर वजावट क्षेत्र वगळून) ०.७५ घटई क्षेत्र निर्देशांक मर्यादेमध्ये अनुज्ञेय राहिल.
- १६) प्रस्तावित समुह गृहबांधणी योजनेचा मोषवारा खालील प्रमाणे आहे.

अ.क्र.	मुखंडाचे एकूण क्षेत्र (चौ.मी.)	जागेचे निव्वळ क्षेत्र (चौ.मी.)	अनुज्ञेय बांधकाम क्षेत्र (चौ.मी.)	एकूण प्रस्तावित बांधकाम क्षेत्र (चौ.मी.)	प्रस्तावित वापर
१	५९३३४.३०	५८७६९.५४	४९८५२.९२	४९६९९.०५	रहियास

१७) नियोजित बांधकाम क्षेत्र हे मंजूर नकाशाप्रमाणे असावे व प्रत्येक मजल्यावरील कमाल बांधकाम क्षेत्र नकाशात दर्शविल्यानुसार खालील तक्त्यानुसार असणे आवश्यक राहिल.

इमारतीचा प्रकार	स्टिल्ट/सल मजला (ची.मी.)	पहिला मजला (ची.मी.)	दुसरा मजला (ची.मी.)	तिसरा मजला (ची.मी.)	चौथा मजला (ची.मी.)	एकूण बांधकाम क्षेत्र (ची.मी.)	इमारत संख्या	एकूण प्रस्तावित क्षेत्र (ची.मी.)
TYPE-1A	३६९.७९	३६३.०९	३६३.०९	३६३.०९	३६३.०९	१८२२.१५	२	३६३४.३०
TYPE-1AS	२७.४९	३६३.०९	—	—	—	३९०.५०	३	११७१.५०
TYPE-1B	३६९.८५	३६३.६३	३६३.६३	३६३.६३	३६३.६३	१८२४.३७	१	१८२४.३७
TYPE-1BS	२३.१२	३६३.६३	—	—	—	३८६.७५	१	३८६.७५
TYPE-1C	३६९.८५	३६३.६३	३६३.६३	३६३.६३	३६३.६३	१८२४.३७	२	३६४८.७४
TYPE-1CS	२३.१२	३६३.६३	—	—	—	३८६.७५	३	११६०.२५
TYPE-1D	३६९.७७	३६३.१०	३६३.१०	३६३.१०	३६३.१०	१८२२.१७	१	१८२२.१७
TYPE-1DS	३४३.४६	३६३.१०	३६३.१०	३६३.१०	३६३.१०	१७९५.८६	१	१७९५.८६
TYPE-2	३७०.६८	३६३.९४	३६३.९४	३६३.९४	३६३.९४	१८२६.४४	७	१२७८५.०८
TYPE-2S1	२७.२९	३६३.९४	—	—	—	३९१.२३	६	२३४७.३८
TYPE-2S2	३४४.२०	३६३.९४	३६३.९४	३६३.९४	३६३.९४	१७९९.९६	१	१७९९.९६
TYPE-3A	४२३.७५	४१७.१६	४१७.१६	४१७.१६	४१७.१६	२०५२.३९	२	४१८४.७८
TYPE-3B	४२३.८५	४१७.३५	४१७.३५	४१७.३५	४१७.३५	२०९३.२५	१	२०९३.२५
TYPE-3BS	३९६.२८	४१७.३५	४१७.३५	४१७.३५	४१७.३५	२०६५.६८	१	२०६५.६८
TYPE-3C	२३.१९	४१७.३०	—	—	—	४४०.४९	१	४४०.४९
TYPE-3DS	२३.१९	४१७.३०	—	—	—	४४०.४९	१	४४०.४९
खुले क्षेत्र क्र. ४ मधील वलव हाऊस	१७७.४४	—	—	—	—	१७७.४४	१	१७७.४४
एकूण..							३५	४१७८८.४९

१८) महाराष्ट्र प्रादेशिक व नगर रचना अधिनियम १९६६ चे कलम ४८ नुसार बांधकाम परवानगी ही महसूल अथवा सक्षम प्राधिकरणाने सदर रेखांकनास/बांधकामास परवानगी दिलेल्या तारखेपासून एक वर्षापर्यंत वैध असेल. नंतर पुढील वर्षासाठी अर्जदार यांनी योग्य त्या कारणासहित नियोजन प्राधिकरणाकडे विनंती अर्ज करून परवानगीचे नुतनीकरण मुदत संपणे आधी करणे आवश्यक आहे, अशा प्रकारचे नुतनीकरण फक्त तीन वर्षे करता येईल. वैध मुदतीत बांधकामे पूर्ण केली नसतील तर नवीन परवानगी घ्यावी लागेल. नवीन परवानगी घेताना त्यावेळी अस्तित्वात आलेल्या नियमांचा व नियोजित विकास आराखड्यांच्या अनुषंगाने घाननी करण्यात येईल व ती बाब अर्जदार/ जमिनमालक यांचेवर बंधकारक राहिल.

१९) नियोजित बांधकामामुळे भूखंडावर असलेल्या कोणाही व्यक्तीचा, कशाही प्रकारच्या वहिवाटीच्या हक्काचा भंग होणार नाही, त्याची जबाबदारी अर्जदार/जमिन मालकाने परस्पर घेतली पाहिजे.

२०) विषयाधिन जागेवरील अंतर्गत रस्ते व खुले क्षेत्र विकसीत करून ते कामस्वरुपी देखगालीसाठी संबंधित नियोजन प्राधिकरण/स्थानिक प्राधिकरणास नाममात्र रु. १/- किंमतीस हस्तांतरित करण्याची जबाबदारी अर्जदारांवर बंधनकारक राहिल.

२१) पायामूत सुविधांची तरतूद अर्जदाराने करणे आवश्यक आहे. व ती पुरेशी करण्याबाबत अर्जदार यांचेवर बंधनकारक राहिल.

२२) स्टिल्टची उंची २.२० मी. पेक्षा जास्त असू नये. तसेच स्टिल्टचा वापर फक्त वाहनतळासाठीच करण्यात यावा, स्टिल्ट भविष्यात बंदिस्त करता येणार नाही. तसेच स्टिल्ट किमान तीन बाजूंनी खुले ठेवण्याची जबाबदारी अर्जदार यांची राहिल.

२३) प्रस्तावित बांधकाम नकाशांमधील बाल्कनी बंदिस्त करता येणार नाही. बाल्कनी खुली ठेवणे आवश्यक राहिल.

२४) रेखांकनातील रस्ते जर शेजारील जागांना लागून असतील तर अशा शेजारील जागांच्या संभाव्य रेखांकनामधील रस्त्यांना ते जोडण्यासाठी व वापरण्यासाठी परवानगी घ्यावी लागेल.

(Handwritten signature)

- २५) रेखांकनातील नियोजित भुखंडाची पुढील उपविभागणी अवैध राहिल, त्यातील कोणत्याही सुभारीत विकासासाठी स्वतंत्रपणे विचार करता येणार नाही.
- २६) प्रस्तावातील कागदपत्रांच्या आधारे या कार्यालयाने मंजूरी दिलेली असून उक्त कागदपत्रे विधियानुसार बाबत जमिनमालक/विकास अधिकारपत्रधारक, वास्तुविशारद व सल्लागार अभियंता इत्यादी जबाबदार राहतील.
- २७) विषयांकित प्रस्तावासोबत सादर केलेली कागदपत्रे अथवा माहिती दिशाभूल करणारी असल्यास अथवा ती खोटी आढळल्यास सदरची परवानगी रद्द करण्यात येईल व त्याची सर्वस्वी जबाबदारी अर्जदारांची/जमिन मालकांची/वास्तुविशारद यांची राहिल, तसेच होणा-या परिणामांची व नुकसानीची जबाबदारी अर्जदार/जमिन मालक यांची वैयक्तिक राहिल.
- २८) सदर जागेसंदर्भात पूर्वसंदर्भ/न्यायालयीन सदर अथवा भुसंपादन प्रकरण असल्यास त्याची सर्वस्वी जबाबदारी अनुज्ञापत्रही यांची राहिल.
- २९) रेखांकनातील ५ टक्के सुविधा क्षेत्रामधील ५० टक्के क्षेत्र प्राथमिक शाळेसाठी व ५० टक्के क्षेत्र रुग्णालयासाठी/मार्केटसाठी राखून ठेवणे आवश्यक राहिल. शासन निदेश क्र. ०८/०९/२००६ नुसार प्राथमिक शाळेसाठी एकाच ठिकाणी सलग ४० टक्के क्षेत्र क्रिडांगण म्हणून दाखविणे आवश्यक राहिल. उपरोक्त सुविधा क्षेत्राचा वापर रेखांकनातील रडिवाशांसाठी याजवी दरात उपलब्ध करून देण्याची जबाबदारी जमीनमालक/विकासक/कुलमुखत्यारधारक यांच्यावर बंधनकारक राहिल. तसेच रेखांकनातील ५ टक्के सुविधा क्षेत्र कायमस्वरूपी राखीव ठेवण्याची जबाबदारी जमीनमालक/विकासक/कुलमुखत्यारधारक यांच्यावर बंधनकारक राहिल.
- ३०) रेखांकनातील खुली जागा ही एकूण क्षेत्रफळाच्या किमान १० टक्के एवढी प्रत्यक्ष जागेवर उपलब्ध झाली पाहिजे, सदर जागेचा उपयोग हा अर्जदार यांनी खेळाचे मैदान/बगीचा याच अनुज्ञेय वापरांतर्गत करणे आवश्यक आहे. सदर जागा कायमस्वरूपी मोकळी ठेवण्यात यावी.
- ३१) अस्तित्वातील कालव्यापासून १५.०० मी. अंतरापलीकडे बांधकाम करणे जमीनमालक/विकासक/कुलमुखत्यारधारक यांच्यावर बंधनकारक राहिल, तसेच याबाबत संबंधित विभागाचा नाहरकत दाखला प्राप्त करून घेणे अर्जदारावर बंधनकारक राहिल.
- ३२) शासनाचे नगर विकास विभागाकडील परिपत्रक क्र. डीसीआर-१०९४/२८२९/युडी-११, दिनांक १९/०९/१९९५ अन्वये सदरहू इमारतीवर सौलर वॉटर हिटिंग सिस्टीम कार्यान्वित करणे आवश्यक राहिल.
- ३३) शासनाचे नगर विकास विभागाकडील परिपत्रक क्र. टीपीबी-४३२००/२१३३/सीआर-२३०/०५/युडी-११, दिनांक १०/०३/२००५ अन्वये सदरहू इमारतीवर रेन वॉटर हार्वेस्टिंग सिस्टीम कार्यान्वित करणे आवश्यक राहिल.
- ३४) प्रस्तावित इमारत बांधकाम नकाशांमध्ये सदनिकेचा घटई क्षेत्र तप्ता (कारपेट क्षेत्र) दर्शविलेला आहे. नकाशांमध्ये प्रस्तावित केलेल्या सदनिकांची विव्री घटई क्षेत्राप्रमाणे (कारपेट क्षेत्राप्रमाणे) करणे बंधनकारक राहिल.
- ३५) अर्जदार यांनी खोटी किंवा दिशाभूल करणारी कागदपत्रे सादर केलेली आढळल्यास सदरची परवानगी रद्द समजण्यात यावी.
- ३६) विषयांकित जमिनीलगत जमिनीस पोहोच रस्ता हा विषयांकित जमिनीमधून आवश्यक असता सदर पोहोच रस्ता प्राप्त करून देणे विषयांकित जमिनीच्या जमिनमालकांस/विकासकास बंधनकारक राहिल.
- ३७) प्रस्तावित सर्व्हे क्रमांकाच्या जागेवर इतर कोणीही मालकी हक्काचा दावा केल्यास व हरकतदाराची जागा असल्याचे सिध्द झाल्यास सर्वस्वी जबाबदारी अनुज्ञापत्रही यांची राहिल.
- ३८) सदर जागेवर बांधकाम करताना सदर जमिनीलगत असलेल्या जागेवर मंजूर क्षेत्रापेक्षा जावा बांधकाम करण्यात येणार नाही, याची सर्वस्वी जबाबदारी अनुज्ञापत्रही यांचेवर राहिल.
- ३९) प्रस्तावित जमिनीबाबत कोणत्याही कोर्टात दावा चालू असल्यास अथवा सदर जमिनीच्या हद्दीबाबत, वडिवाटीबाबत नविष्यात कोणतीही हरकत अगर तक्रार आढळून आल्यास त्याचे निराकरण करणे अनुज्ञापत्रही यांचेवर बंधनकारक राहिल.
- ४०) प्रस्तावित जागेत या कार्यालयाकडून विनशेती परवानगी देणेत आलेली असून बांधकाम परवानगी जिल्हा परिषद, ठाणे (मा.पं.) यांचे कार्यालयाकडून प्राप्त करून घेणे अनुज्ञापत्रही यांचेवर बंधनकारक राहिल.

- ४१) ही परवानगी अधिनियम व त्याखाली केलेले नियम यांना अधिन ठेवून देण्यात आलेले आहे.
- ४२) अनुज्ञाप्राप्ती व्यक्तीने अशा जमिनीचा व त्यावरील इमारतीचा आणि किंवा अन्य बांधकामाचा उपयोग उक्त जमिनीचा ज्या प्रयोजनार्थ उपयोग करण्यास परवानगी देण्यात आली असेल त्या प्रयोजनार्थ केवळ केला पाहिजे, आणि त्याने अशी जमिन किंवा तिचा कोणताही भाग किंवा अशी इमारत यांचा अंतर कोणत्याही प्रयोजनार्थ जिल्हाधिकारी ठाणे मुख्यालय जवळ यांचेकडून तशा अर्थाची आगाऊ लेखी परवानगी मिळविल्याशिवाय वापर करता कामा नये. या प्रयोजनार्थ इमारतीचा वापरावरून जमिनीचा वापर ठरविण्यांत येईल.
- ४३) अशी परवानगी देणा-या प्राधिका-याकडून अशा भुखंडाची किंवा त्याचे जे कोणतेही उप भुखंड करण्याबाबत मंजुरी मिळाली असेल, त्या उपभुखंडाच्या आगळी पोट विभागणी करण्या बाबत आगाऊ परवानगी मिळविल्याशिवाय अनुज्ञाप्राप्तीने अशा भुखंडाची किंवा उप भुखंडाची आगळी पोट विभागणी करता कामा नये.
- ४४) अनुज्ञाप्राप्ती व्यक्तीस (अ) अपर जिल्हाधिकारी व संबंधित ग्रामपंचायत यांचे समाधान होईल अशा जमिनीत रस्ते गटारे वगैरे बांधून आणि (ब) भुमापन विभागाकडून अशा भुखंडाची विभागणी व त्याचे सिमांकन करून ती जमिन या आदेशाच्या तारेखपासून एक वर्षाच्या आंत मंजूर आराखड्या प्रमाणे काटेकोरपणे विकसित केली पाहिजे. आणि अशा रितीने ती जमिन विकसित केली जाईपर्यंत त्या जमिनीची कोणत्याही प्रकारे विल्हेवाट लावता कामा नये.
- ४५) अनुज्ञाप्राप्ती व्यक्तीस, असा भुखंड विकायचा असेल किंवा त्याची इतर प्रकारे विल्हेवाट लावायची असेल तर अशा अनुज्ञाप्राप्तीस व्यक्तीने तो भुखंड या आदेशात आणि सनदीमध्ये नमूद केलेल्या शर्तीचे पालन करूनच विकणे किंवा अशा शर्ती नुसारच त्याची अन्य प्रकारे विल्हेवाट लावणे आणि त्याचे निष्पादीत केलेल्या दिलेखात त्याबाबत खास उल्लेख करणे हे त्याचे कर्तव्य असेल.
- ४६) या सोबत जोडलेल्या स्थळ आराखड्यात आणि किंवा इमारतीच्या नकाशात निर्दिष्ट केल्याप्रमाणे इतक्या जोते क्षेत्रावर बांधकाम करण्याविषयी ही परवानगी देण्यात आलेली आहे. सदर भुखंडातील नकाशात दर्शविल्याप्रमाणेच उर्वरीत क्षेत्र विना बांधकाम मोकळे सोडले पाहिजे.
- ४७) प्रस्तावित बांधकाम हे नकाशात दर्शविलेल्या मजल्यापेक्षा जास्त मजल्याचे असू नये.
- ४८) एखाद्या सक्षम प्राधिका-याकडे इमारतीच्या बांधकामाचे नियंत्रण करण्याचे अधिकार निहित झालेले असतील तर अशा प्रसंगी अनुज्ञाप्राप्ती व्यक्तीने सदर प्राधिका-याकडून इमारतीचे नकाशे मंजूर करून घेतले पाहिजे. कोणत्याही प्रकरणी त्याने अशा इमारतीचे नकाशे महाराष्ट्र जमिन महसूल (जमिनीच्या वापरात बदल आणि बिगरशेतकी आकारणी) नियम १९६९ यात जोडलेल्या अनुसूचित तीन मध्ये समाविष्ट असलेल्या उपबंधाना नुसारच काटेकोरपणे तयार केले पाहिजे, आणि ते जिल्हाधिका-याकडून मंजूर करून घेतले पाहिजेत, आणि अशा मंजूर नकाशा नुसारच इमारतीचे बांधकाम केले पाहिजे.
- ४९) या आदेशाच्या दिनांकापासून एक वर्षाच्या कालावधीत अनुज्ञाप्राप्ती अशा जमिनीचा बिगरशेतकी प्रयोजनासाठी वापर करण्यास सुरुवात केली पाहिजे, मात्र वेळोवेळी असा कालावधी वाढविण्यात आला असेल तर ती गोष्ट अलहिदा अनुज्ञाप्राप्ती व्यक्तीने उपरोक्त प्रमाणे न केल्यास ही परवानगी रद्द करण्यात आली असेल्ल्याने समजण्यात येईल.
- ५०) अनुज्ञाप्राप्ती व्यक्तीने अशा जमिनीचा बिगरशेतकी प्रयोजनार्थ वापर करण्यास ज्या दिनांकापासून सुरुवात केली असेल आणि/किंवा ज्या दिनांकास त्याने अशा जमिनीच्या वापरात बदल केला असेल तो दिनांक त्याने एक महिन्याच्या आत तलाठ्या मार्फत तहसिलदारास कळविला पाहिजे. जर तो असे करण्यास चुकेल तर म.ज.म. (जमिनीच्या वापरात बदल) या बिगरशेतकी आकारणी नियम १९६९ मधील नियम ६ अन्वये त्यांच्यावर कार्यवाही करण्यास असा अनुज्ञाप्राप्ती पत्र ठरेल.
- ५१) अशा जमिनीचा ज्या प्रयोजनार्थ वापर करण्यास अनुज्ञाप्राप्तीस परवानगी देण्यात आली असेल त्या प्रयोजनार्थ त्या जमिनीचा वापर करण्यास प्रारंभ करण्याचा दिनांकापासून सदर अनुज्ञाप्राप्तीने त्या जमिनीच्या संदर्भात दर. चौ.मी.मागे अ) रहियास ०.१० पैसे या प्रचलित दराने बिगरशेतकी आकारणी दिली पाहिजे. अशा जमिनीच्या वापरात कोणत्याही प्रकारचा बदल करण्यात आला असेल तर त्याप्रसंगी निराळ्या दराने अशा बिगरशेतकी आकारणी करण्यात येईल. अकृषिक आकारावर ग्रामपंचायत उपकरणी द्यावा लागेल.

- ५२) महाराष्ट्र बॅंक्स ऑफ हाऊसिंग विरुद्ध महाराष्ट्र शासन या मा. उच्च न्यायालयातील रिट याचिका क्र. ६७०२/२०११ मधील मा. न्यायालयाचे अंतरीम स्थगितीबाबत शासनाचे महसूल व वन विभागाचे पत्र क्र. गौथनि-१०/२०११/प्र.क्र.६१८/ख, दिनांक १७/११/२०११ मधील सुचनांनुसार मा. न्यायालयाचे अंतिम आदेशास अर्धीन राहून सदर परवानगी देणेत आली असून मा. उच्च न्यायालय/शासन याबाबतीत जे निर्णय/आदेश देतील ते अर्जदार याचेवर बंधनकारक राहतील.
- ५३) महाराष्ट्र जमिन महसूल अधिनियम १९६६ चे कलम ४७-अ मध्ये नमुद केल्याप्रमाणे रूपांतरीत कराबाबतची रक्कम रुपये १,२८,६००/- (अक्षरी एक लाख अठ्ठावीस हजार सहाशे रुपये मात्र) या कार्यालयाचे पत्र क्र.महसूल/कक्ष.१/टे.१/एनएपी/एसआर-१४२/११ दिनांक ०४/०७/२०१२ अन्वये तहशिलदार पालघर यांचेमार्फत चलन क्रमांक १७१ दिनांक ०५/०७/२०१२ शाराशास यापुर्वीच जमा केलेली आहे.
- ५४) भुमापन विभागाकडून जमिनीची मोजणी करण्यात आल्यानंतर अशा जमिनीचे जितके वाढवून येईल. तितक्या क्षेत्रफळानुसार या आदेशात आणि सनदीमध्ये नमुद केलेले तसेच बिगरशेतकी आकारणी यात बदल करण्यात येईल.
- ५५) सदर जमिनीच्या बिगरशेतकी वापरास प्रारंभ केल्याच्या दिनांकापासून दोन कालावधीत अनुज्ञाग्रहीने अशा जमिनीवर आवश्यक ती इमारत बांधली पाहिजे. अन्यथा सदर आदेश रद्द समजण्यात येईल व अनुज्ञाग्रही यांना अकृषिक परवानगीसाठी नव्याने अर्ज सादर करावा लागेल.
- ५६) पुर्वीच मंजूर केलेल्या नकाशावरहून अगोदरच बांधलेल्या इमारतीत अनुज्ञाग्रहीने कोणतेही भर घालता कामा नये किंवा ती मध्ये कोणताही फेरबदल करता कामा नये. मात्र अशी भर घालण्यासाठी किंवा फेरबदल करण्यासाठी जिल्हाधिका-याची परवानगी घेतली असेल आणि अशा बरीचे किंवा फेरबदलाचे नकाशे मंजूर करून घेतले असतील तर ती गोष्ट वेगळी.
- ५७) जमिनीच्या बिगरशेतकी वापरास सुरुवात केल्याच्या दिनांकापासून एक महिन्याच्या कालावधीत अनुज्ञाग्रही व्यक्तीने महाराष्ट्र जमिन महसूल (जमिनीच्या वापरातील बदल व बिगरशेतकी आकारणी) नियम १९६९ यातील अनुसूची ४ किंवा ५ मध्ये दिलेल्या नमुन्यात एक सनद करून देऊन त्यात या आदेशातील शर्ती समाविष्ट करणेस त्यास बंधनकारक राहिल.
- ५८) या आदेशात आणि सनदीत नमुद केल्या शर्तीपैकी कोणत्याही शर्तीचे अनुज्ञाग्रही व्यक्तीने उल्लंघन केल्यास उक्त महसूल अधिनियमाच्या उपबंधान्वये अर्जदार ज्या शिक्षेस पात्र होईल अशा इतर कोणत्याही शिक्षेस बाधा न आणता, जिल्हाधिकारी यांस तो निदेशित करील अशी दंड आकारणीची रक्कम व उक्त अधिनियमाचे कलम ३२९ चे पोट कलम (२) ला अधिन राहून तो निदेशित करील असा दंड भरल्यावर उक्त मूखंड अर्जदाराचे ताब्यात ठेवण्याचे चालू देवता येईल.
- ५९) दिलेली ही परवानगी मुंबई कुळवहिवाट व शेतजमिन अधिनियम १९४८, महाराष्ट्र ग्रामपंचायत अधिनियम आणि नगरपालिका अधिनियम इ. सारख्या त्या वेळी अंमलात असलेल्या इतर कोणत्याही कायद्याचे कोणतेही उपबंध प्रकरणाच्या अन्य संबंधित बाबींच्या बाबतीत लागू होतील त्या उपबंधाच्या अधिन असेल.
- ६०) प्रस्तुत जमिनीबाबत महाराष्ट्र आदिवासी कायदा ३५/७४ व १४/७५ च्या तरतुदी लागू असल्याचे निदर्शनास आल्यास सदरची परवानगी रद्द समजण्यात येईल.
- ६१) सदर जमिनीबाबत कोणत्याही व्यक्तीने हक्क सांगितल्यास व त्यामुळे जमिनीच्या मालकी हक्कास बाधा पोहचत असल्यास सदरची परवानगी रद्द समजण्यात येईल.
- ६२) सदर जमिनीबाबत कोणत्याही कोर्टात वाद चालू असल्याचे निदर्शनास आल्यास सदरची परवानगी रद्द समजण्यात येईल.
- ६३) बरील पैकी कोणत्याही अटीचा भंग झाल्यास परवानगी रद्द समजणेत येईल.
- ६४) बरील शर्तीमध्ये अंतर्भूत असले तरी या परवानगीच्या उपबंधा विरुद्ध उभारण्यात येणारी कोणतीही इमारत किंवा बांधकामे उभी करण्यात आली असतील किंवा अशा तरतुदी नुसार इमारतीचा किंवा बांधकामाचा वापर करण्यात आला असेल त्याबाबतीत जिल्हाधिका-याने
- ६५) विनीर्दिष्ट केलेल्या मुदतीत अशा रितीने उभारलेली इमारत किंवा बांधकाम काढून टाकण्यात आले नाही. किंवा त्यात बदल करण्यात आला नाही तर त्याला ते काढून टाकण्याची किंवा त्यात बदल करण्याची व्यवस्था करता येईल. त्या प्रित्पर्थ आलेला खर्च अनुज्ञाग्रही व्यक्तीकडून जमिन महसूलाची थकबाकी म्हणून वसूल करून घेण्याचा अधिकार असेल.

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- ६६) प्रस्तुतची जमिन विशेष भुसंपादन हातून पुनर्वसन कायद्याखाली भविष्यात संपादित झाल्यास सदरची परवानगी रद्द समजणेत येईल.
- ६७) अर्जदार यांनी सादर केलेली माहिती व कागदपत्रे खोटी अथवा विशाभूल करणारी असल्यास सदर परवानगी रद्द समजण्यात येईल.
- ६८) अर्जदार यांनी वरील पैकी कोणत्याही शर्तीचे उल्लंघन केल्यास सदरची परवानगी रद्द करण्यात येईल व त्यांचे विरुद्ध पुढील कायदेशिर कार्यवाही करण्यात येईल.

सही/—
(अशोक शिन्गारे)
अपर जिल्हाधिकारी ठाणे
मुख्यालय जव्हार



मे.महिंद्रा लाईफ स्पेस डेव्हलपर्स लिमिटेड, महिंद्रा टॉवर्स, ५ वा मजला डॉ.जी.एम.भोसले मार्ग परली, मुंबई (मंजूर नकाशासह)

रखळ प्रतीपर भा. अपर जिल्हाधिकारी ठाणे.
यांची सही असे.



अपर जिल्हाधिकारी ठाणे
मुख्यालय जव्हार करिता

ANNEXURE – 3 (PERMISSION)



जिल्हा परिषद ठाणे
जिल्हा परिषद निधीजन प्राधिकरण

सुधारित बांधकाम परवानगी

ना.क्र.टानिप/साप/प्राधिकरण/ 9८9
ग्रामपंचायत विभाग
जिल्हा परिषद, ठाणे
दिनांक. २६/१०/२०१४

✓ प्रजे,
मे.महेश लाईफटाइम डेव्हलपर्स लि.तर्फे,
श्री.श्रीराम स.साधवन (कुलमुखत्यारधारक)
महेश टॉवर, 5 मजला, डॉ.जि.म. भोसले मार्ग,
वरळी, मुंबई-400 018.
व्दारा-श्री.अजय गोविंद यादव, (वास्तुविशारद)
ए/06, साई टॉवर, अंबांडी रोड, जसई रोड (प)
ना.वसई जि.ठाणे.

विषय:- मीजे- कांबळगाव, तालुका-पालघर, जि.ठाणे येथील गट क्र.50 भूखंड क्र.1 एकूण क्षेत्र
59334.30 चौ.मी.पैकी अस्तित्वातील ग्रामीण मार्गाने बाधित होणारे 564.76 चौ.मी.क्षेत्र
पणा करता उर्वरित 58769.54 चौ.मी. क्षेत्रावर रहिवास वापर प्रयोजनासाठी सुधारित
बांधकाम परवानगी मिळणे बाबत.



- संदर्भ:-
- 1) महाराष्ट्र शासन राजपत्र दिनांक 29/1/1987,
 - 2) शासन अधिसूचना क्रमांक टीपीएस/3177/1989/पुढी 6, दिनांक 10/12/87.
 - 3) महाराष्ट्र प्रादेशिक व नगर रचना अधिनियम 1966 चे कलम 45 नुसार.
 - 4) मा.संचालक नगर रचना, महाराष्ट्र राज्य, पुणे यांचेकडील अधिसूचना
क्रमांक.विपो/लघाम/बोईसर/बिगर न.पा./कलम2/ टिपीसी-3/7602 दिनांक
11/11/2003 अन्वये नियोजन प्राधिकरणाच्या शक्तीचा वापर.
 - 5) मे.महेश लाईफटाइम डेव्हलपर्स लि.तर्फे, श्री.श्रीराम स.साधवन (कुलमुखत्यारधारक)
महेश टॉवर, 5 मजला, डॉ.जि.म. भोसले मार्ग, वरळी, मुंबई-400 018 यांचा दिनांक-
28/05/2013 चा प्रस्ताव.
 - 6) मा.सहसंचालक, नगर रचना, कोकण विभाग, नवी मुंबई यांचेकडील पत्र क्र.मौ.कांबळगाव /
ता.पालघर/ पृ.क्र.50/पृ.क्र.1/8मी शिथिलता/सहसंकोवि/952, दिनांक- 29/04/2014.
 - 7) नगर रचनाकार, नगर रचना आणि मूल्यनिर्धारण विभाग, पालघर शाखा कार्यालय, मुख्यालय
ठाणे यांचे पत्र ना.क्र.सुधा.बाप/मौ.कांबळगाव/ ता.पालघर/प.क्र.50/पृ.क्र.1/रहिवास/नर-
पालघर/522, दिनांक- 28/05/2014.

विषयाकित्त अर्जदाराची जागा ही मुंबई महानगर प्रादेशिक विकास फंडे बाहेर स्थित आहे. सदर जागा तारापूर
बोईसर विकास योजनेमध्ये समाविष्ट होते परंतु सदरची विकास योजना रद्द झालेली आहे. सदर जागा तारापूर
अपुशाकती केंद्रापासून 5 ते 10 कि.मी. अंतराचे परिसरात स्थित आहे.

सदर परिसरातील क्षेत्रावर शासनाच्या नगर विकास विभागाकडिल पत्र क्र.संविर्ण-2009/988/प.क्र.226/09/मवि-
12, दि.29/09/2009 अन्वये निर्देशित केल्यानुसार व व.क.वर्ग नगर परिषदांच्या प्रचलित विकास विबंधन
नियमावलीतील तरतुदीनुसार विकास अनुज्ञेय करण्याचे आदेश आहेत.

विषयाकित्त जमीनीस उप अधिष्ठाक, भूमी अधिलेख यांच्याकडील मूळ नोंदणी नकारानुसार पश्चिमेस 7.50
मी रुंदीच्या अस्तित्वातील रस्त्याचा पुढावा प्राप्त होत आहे. सदरचा रस्ता हा ग्रामीण मार्ग असल्याचे दिसून येत आहे.
सदर जागेस अस्तित्वातील रस्त्याचा पुढावा प्राप्त होत असलेले अर्जदार यांनी अर्पितल्यानुसार तसेच
पूर्ववाधिलकोनुसार जागेवर रहिवास वापर अनुज्ञेय होत आहे.

अर्जदार यांनी सादर केलेल्या बांधकाम नकारानुसार व.क.वर्ग विकास नियंत्रण नियमावलीप्रमाणे बाबीस
मजल्याबाबत व इमारतीच्या उंचीमध्ये नियम 20.4 अन्वये शिथिलता मिळण्याकरिता सदरचा प्रस्ताव
मा.सहसंचालक, नगर रचना, कोकण विभाग यांच्याकडे नगररचनाकार पालघर यांनी त्याचे पत्र
ना.क्र.सुधा.बाप/मौ.कांबळगाव/ ता.पालघर/प.क्र.50/पृ.क्र.1/रहिवास / शिथिलता /872, दिनांक - 25/07/2013 अन्वये

सादर केलेला आहे. त्या अनुषंगाने सदर प्रस्तावास संदर्भित पत्र क्रं. 6 अन्वये रहिवास या बाबरासाठी चाहीव मजल्याच्या व उर्बाच्या बांधकामास मा.सहसंचालक, नगर रचना, जोळण विभाग, नवी मुंबई यांनी विशेष बाब म्हणून शिफारस प्रदान केलेली आहे.

सबब अर्जदार यांनी सादर केलेल्या नकाशानुसार तसेच सादर नकाशामध्ये जरूर तेथे हिरव्या रंगाने केलेल्या बदलानुसार मीने- सांबळगाव, तालुका-पालघर, जि.ठाणे येथील गट क्रं. 50 भूखंड क्रं. 1 एकुण क्षेत्र 59334.30 चौ.मी.पैकी अस्तित्वातील धार्मिक मागाने बाधित होणारे 564.76 चौ.मी. क्षेत्र रजना करता उर्वरित 58769.54 चौ.मी. क्षेत्रावर रहिवास बांध प्रयोजनासाठी सुधारित बांधकाम परवानगी खालील अटी व शर्तीना अधिन राहून देण्यात येत आहे.

अटी व शर्ती-

1. विषयविकित जागेच्या प्रस्तावानुसार एकुण भूखंडाचे क्षेत्र 59334.30 चौ.मी. इतके आहे. अर्जदार यांनी सादर जागेवर सुधारित बांधकाम परवानगी अपेक्षित केली आहे. विषयविकित जागेवर समूह निवास योजने अंतर्गत रहिवास व व्युत्पन्न क्षेत्रांमधील क्लब हाऊस या बाबरासाठी 41788.49 चौ.मी. क्षेत्राच्या बांधकामाचे प्रयोग्य आहे. सादर जागेवर 20000.00 चौ.मी. पेक्षा जास्त रहिवास, व्युत्पन्न जागेतील क्लब हाऊस व सुविधा क्षेत्र बांध अंतर्गत अर्जदार बांधकाम करणार असल्याने पर्यावरणावरील आघात विचारात घेत Environment Impact Assessment Report तयार करून त्यास महाराष्ट्र शासनाच्या पर्यावरण विभागाकडून मान्यता घेणे अर्जदार यांचेवर बंधनकारक राहिल.
2. 7/12 कृ.ना.चाकर कृ.नर अधिकातामध्ये दर्शविलेल्या फेरफाराच्या अनुषंगाने महसूल विभागाने पडताळणी व नियमानुसार योग्य ती कर्तव्याची करणे आवश्यक राहिल. तसेच त्रयस्थ हितसंबंध निर्माण होणार नाहीत याबाबत महसूल विभागाने शहानिशा करणे आवश्यक राहिल. मालकी हक्काबाबत/कुलमुखावर पत्राबाबत तसेच मोजणी नकाशानुसार जागेच्या हददीच्या अनुषंगाने महसूल विभागाने पडताळणी व शहानिशा करावी.
3. भूनामण क्रं. 50/1, 51, 52 या जमिनीसाठी मा.अपर जिल्हाधिकारी यांचे, मुख्यालय लखार यांनी दि. 09/07/2012 च्या पत्रांमध्ये 1, 27, 676.52 चौ.मी. क्षेत्रासाठी अकृषिक परवानगी दिली आहे. त्यानंतर फेरफारानुसार 7/12 च्या उता-बाबत भूखंड क्रमांकाचा अंमल होऊन भूखंड क्रमांक देण्यात आलेले आहेत. प्रत्येक महाराष्ट्र जमीन महसूल अधिनियम 1966 व नुबई जमिनीच्या तुकडे पाडण्यास प्रतिबंध करणेबाबत अधिनियम 1954 च्या अनुषंगाने महसूल विभागाने पडताळणी व खातरजमा करणे आवश्यक आहे. तसेच शासन नगर विकास विभागाचे पत्र क्रं. टिपोएस-2811/825/प.क्र. 189/2011/नवि-30 दि. 24/12/2012 अन्वयेचे महाराष्ट्र प्रादेशिक व नगर रचना अधिनियम 1966 चे कलम 154 अन्वयेचे निर्देशानुसार विषयविकित जमिनीची उपविभागणी वैध असल्याबाबत महसूल विभागाने पडताळणी व खातरजमा करणे आवश्यक आहे.
4. सादर रेखांकनामध्ये प्रस्तावित बांधकामाचे क्षेत्र हे 2000.00 चौ.मी. पेक्षा जास्त असल्याने प्रस्तावित बांधकाम प्रत्यक्ष जागेवर सुरु करण्यापूर्वी बांधकाम सुरु करण्यात येत असल्याबाबतचे पत्र (Notice for Commencement of work) सादर करून प्रस्तावित बांधकाम जोत्यापर्यंत पूर्ण झाल्यावर जोते तपासणीचा बाबला प्राप्त करून घेणे अर्जदार/विकासक यांचेवर बंधनकारक राहिल. त्याशिवाय जोत्यावरील बांधकाम करसा येणार नाही.
5. विषयविकित जमिनीस उभे अधिकांक, भूमी अभिलेख यांच्याकडील मूळ मोजणी नकाशानुसार परिधर्म 7.50 मी. रुंदीच्या अस्तित्वातील रस्त्याचा पुढाव्या प्राप्त होत आहे. सादरचा रस्ता हा प्राणीण मार्ग असल्याचे दिसून येत आहे. तरी मोजणी नकाशाबाबत तसेच सादरचा रस्ता प्राणीण मार्ग असल्याबाबतची खातरजमा करण्यात यावी. त्याव्यतिरीक्त सादरचा रस्ता इतर सर्गीकृत रस्त्यामध्ये अंतर्भूत होत असल्यास सादर प्रस्तावास सुधारित परवानगी घेणे आवश्यक राहिल.
6. विषयविकित जागेचा बांध मंजूर बांधकाम नकाशात दर्शविल्या प्रमाणे चकत रहिवास या प्रयोजनासाठीच करणंकारा बाबत.
7. बरोल बांध सुरु करण्यापूर्वी रेखांकनातील रस्ते त्यांचे गटारासह चाहतुकीस योग्य होतील असे पक्क्या स्वरुपात बांधण्यात यावेत. व त्याची रुंदी मंजूरी रेखांकनाप्रमाणे ठेवण्यात यावी.
8. विषयविकित भूखंडावरील इमारतीच्या बांधकामासाठी पाण्याची सोय तसेच बांधकामाचा व मूला निर्मलनाची व्यवस्था प्रत्यक्ष बांधकामापूर्वी तशी सर्गीची व्यवस्था उपलब्ध नसल्यास इमारतीच्या बांधकामापूर्वी अर्जदाराने करणे आवश्यक आहे.
9. निर्गमित बांधकामापासून पुढील, मार्गाल व बाजूने अंतर प्रत्यक्ष जागेवर मंजूरीप्रमाणे ठेवण्यात यावी.
10. भूखंडाची पुढील कोणतीही उपविभागणी भूखंड परवानगीशिवाय करता येणार नाही. तरीच त्यातील कोणत्याही एका भागाच्या सुधारित विकाससाठी स्वतंत्रपणे विचार करता येणार नाही. तसेच रेखांकनात पूर्वपरवानगीशिवाय कोणताही बदल करता येणार नाही.
11. जागेच्या मालकी हक्काबाबत तसेच जमिनीच्या खरेदी-विक्रीच्या वेपतेबाबत संपूर्ण खानगी तसेच अधिकृत मार्ग/पोहोच मार्ग महसुली दस्तावेमध्ये तसेच प्रत्यक्ष जागेवर उपलब्ध असल्याची खात्री महसूल विभागाने र्वांचे स्तरावर करावी.

12. नियोजित भूखंडातील प्रस्तावित बांधकामाचे मंजूर नकाशाप्रमाणे कार्यान्वयन बांधकाम साहित्याची गुणवत्ता व दर्जा, प्रस्तावित इमारतीचे स्टील डिझाईन व त्याचप्रमाणे कार्यान्वयन व इमारतीचे एकूण आयुष्यमान, अग्निशामक व्यवस्था इत्यादी बाबत संबंधित जमिन/जागेचे मालक/विकास अधिकारपत्रधारक/वास्तुविशारद/ सल्लागार अधिपता / स्ट्रक्चरल अभियंता /बांधकाम पर्यवेक्षक यांची जबाबदारी राहिल.
13. विषयवर्षित जागेवरील बांधकाम करताना आय.एस.13920-1993 भूकंपरोधक आर.सी.सी. डिझाईननुसार बांधकाम घटकाचे नियोजन अर्हताप्राप्त नोंदणीकृत स्ट्रक्चरल इंजिनियर यांचेकडून करून घेणे आवश्यक असून त्यांचे देखरेखीखाली नियोजित इमारतीचे बांधकाम पूर्ण करणे अर्हदार/विकासाकर्ता यांचेवर बंधनकारक राहिल.
14. शिफारस केलेल्या बांधकाम नकाशाप्रमाणे प्रस्तावित केलेल्या इमारतीची उंची व मजले असणे आवश्यक आहे.
15. एकूण बांधकाम समूह विकास संकुल मधलीनुसार एकूण अनुज्ञेय बांधकाम क्षेत्र भूखंड क्षेत्राच्या (इतर वनाखंड क्षेत्र वगळण) 0.75 खटई क्षेत्र निर्देशांक मर्यादेमध्ये अनुज्ञेय राहिल.
16. प्रस्तावित समूह गृहबांधणी योजनेचा गोचवारा खालील प्रमाणे आहे.

अ.क्र.	भूखंडाचे एकूण क्षेत्र (चौ.मी.)	जागेचे निव्वळ क्षेत्र (चौ.मी.)	अनुज्ञेय बांधकाम क्षेत्र (चौ.मी.)	एकूण प्रस्तावित बांधकाम क्षेत्र (चौ.मी.)	प्रस्तावित चापर
1	59334.30	58769.54	41852.12	41611.05	रहिवास

17. नियोजित बांधकाम क्षेत्र हे मंजूर नकाशाप्रमाणे असावे व प्रत्येक मजल्यावरील कमाल बांधकाम क्षेत्र नकाशात दर्शविल्यानुसार पुढील तक्त्यानुसार असणे आवश्यक आहे.

इमारत प्रकार	स्टिच /मज मजला (चौ.मी.)	पहिला मजला (चौ.मी.)	दुसरा मजला (चौ.मी.)	तिसरा मजला (चौ.मी.)	चौथा मजला (चौ.मी.)	एकूण बांधकाम क्षेत्र (चौ.मी.)	इमारत संख्या	एकूण बांधकाम क्षेत्र (चौ.मी.)
TYPE-1A	369.79	363.09	363.09	363.09	363.09	1822.15	02	3644.30
TYPE-1AS	27.41	363.09	--	--	--	390.50	03	1171.50
TYPE-1B	369.85	363.63	363.63	363.63	363.63	1824.37	01	1824.37
TYPE-1BS	23.12	363.63	--	--	--	386.75	01	386.75
TYPE-1C	369.85	363.63	363.63	363.63	363.63	1824.37	02	3648.74
TYPE-1CS	23.12	363.63	--	--	--	386.75	03	1160.25
TYPE-1D	369.77	363.10	363.10	363.10	363.10	1822.17	01	1822.17
TYPE-1DS	343.46	363.10	363.10	363.10	363.10	1795.86	01	1795.86
TYPE-2	370.68	363.94	363.94	363.94	363.94	1826.44	07	12785.08
TYPE-281	27.29	363.94	--	--	--	391.23	06	2347.38
TYPE-282	344.20	363.94	363.94	363.94	363.94	1799.96	01	1799.96
TYPE-3A	423.75	417.16	417.16	417.16	417.16	2092.39	02	4184.78
TYPE-3B	423.83	417.35	417.35	417.35	417.35	2093.25	01	2093.25
TYPE-3B6	306.28	417.35	417.35	417.35	417.35	2065.68	01	2065.68
TYPE-3C	23.19	417.30	--	--	--	440.49	01	440.49


TYPE-3DS	23.19	417.30	-	-	-	440.49	01	440.49
खुले क्षेत्र क्र.4 बंधीत कलब हाऊस	177.44	-	-	-	-	177.44	01	177.44
						एकूण—	35	41788.49

18. महाराष्ट्र प्रादेशिक व नगर रचना अधिनियम 1966 चे कलम 48 नुसार बांधकाम परवानगी ही दिलेल्या तारखेपासून एक वर्षांपर्यंत असेल नंतर पुढील वर्षासाठी अर्जदार यांनी योग्य त्या कारणसहित नियोजन प्राधिकरणाकडे विनंती अर्ज करून परवानगीचे मुतनीकरण घुदत संपण्यापुर्वी करणे आवश्यक राहिल. अशा प्रकारचे नुतनीकरण फक्त तीन वर्षे करता येईल. वंध मुदतीत बांधकाम पूर्ण केले नसेल तर नवीन परवानगी घेतांना त्यावेळी अस्तित्वात असलेल्या नियमांचा व निर्धारित विकास आराखड्याच्या अनुषंगाने ज्ञाननी करण्यात येईल. व ती बाब अर्जदार/जमिन मालक यांचेवर बंधनकारक राहिल.
19. सदर प्रस्तावास मंजूरी देणे पूर्वी नियोजित बांधकामामुळे विकासामुळे /भूखंडावर असलेल्या वनेत्याही नवीनवादीचा व हक्काचा भंग होणार नाही याची नवाबदारी अर्जदार/जमिन मालक यांची राहिल.
20. विषयाधिन जागेवरील अंतर्गत रस्ते व खुले क्षेत्र बिनसित करून ते कायमस्वरुपी देखावतासाठी संबंधित नियोजन प्राधिकरण/स्थानिक प्राधिकरणास नाममात्र रु.1/- किमतीस हस्तांतरीत करण्याची जबाबदारी अर्जदारावर बंधनकारक राहिल.
21. पायाभूत सुविधांची तरतुद अर्जदाराने करणे आवश्यक आहे व ती पुरेशी करण्याबाबत अर्जदारांकडून रु.100/- च्या स्टॅम्पपेपरवर महसूल विभागाने प्रतिज्ञापत्र प्राप्त करून घेणे आवश्यक राहिल.
22. प्रस्तावित इमारत बांधकाम नकाशाभ्ये स्ट्रीट मजल्यामध्ये फक्त वाहनतळासाठी वापर करण्यात यावा. सदरचा वाहनतळ सदनिकाधारकासाठी खुला राहिल व स्ट्रीटची रुंधी 2.20 मी.असावी.स्ट्रीट बंधित करू नये.
23. प्रस्तावित बांधकाम नकाशातील बाल्कनी बंधित करता येणार नाही.बाल्कनी खुली ठेवणे आवश्यक राहिल.
24. रस्ताकामातील रस्ते वर शेजारील जागोना लागून असतील तर अशा शेजारील जागांच्या संधाय रेखांकनामधील रस्त्यांना ते जोडण्यासाठी व वापरण्यासाठी परवानगी घ्यावी लागेल.
25. रेखांकनातील नियोजित भूखंडाची पुढील उपविभागणी अर्थी राहिल.
26. प्रस्तावासोबत प्राप्त कागदपत्रांच्या अधारे या कायद्याने मंजूरी दिलेली असून,उक्त कागदपत्रांच्या विधी पाहयते बाबत व खरेपणा बाबत संबंधीत जमिन मालक/कुलमुखत्यारपत्र धारक / वास्तुविशारद / सल्लागार अभियंता इ.सर्वेस्वी जबाबदार राहातील.
27. प्रस्तावासोबत प्राप्त कागदपत्रांच्या अधारे या कायद्याने मंजूरी दिलेली असून,उक्त कागदपत्रांच्या विधी पाहयते बाबत व खरेपणा बाबत संबंधीत जमिन मालक/कुलमुखत्यारपत्र धारक / वास्तुविशारद / सल्लागार अभियंता इ.सर्वेस्वी जबाबदार राहातील.
28. सदर भूखंडाबाबत पूर्वसंदर्भ/न्यायालयाची संदर्भ अथवा भूसंपादन संदर्भ असल्यास त्याची पूर्व पडताळणी महसूल विभागाने त्यांचे स्वरुद करायची,अर्जदार यांनी खोटी किंवा दिशाभूल करणारी कागदपत्रे सादर केलेली आढळल्यास सदरची परवानगी रद्द समजायत याची.
29. 7/12 उत्तरा व मालकी हक्काच्या अनुषंगाने महसूल विभागाने त्याची पडताळणी व कार्यवाही करणे आवश्यक राहिल.तसेच त्रयस्थ हितसंबंध निर्माण होणार नाहीत याबाबत महसूल विभागाने राहानिशा करावी.मालकी हक्काबाबत/कुलमुखत्यारपत्राबाबत तसेच मोजणी नकाशांनुसार जागेच्या हददीच्या अनुषंगाने महसूल विभागाने पडताळणी व राहानिशा करणे आवश्यक राहिल.
30. रेखांकनातील 5% सुविधा क्षेत्रामधील 5/0% क्षेत्र प्राथमिक शाळेसाठी व 5/0% क्षेत्र रुग्णालयासाठी/ मार्केटसाठी राखून ठेवणे आवश्यक राहिल.शासन निर्देश दि.08/09/2006 नुसार प्राथमिक शाळेसाठी एकत्र ठिकाणी रस्ता 40% क्षेत्र क्रिडांगण म्हणून दाखविणे आवश्यक राहिल.उपरोक्त सुविधा क्षेत्राचा वापर लेखिल रक्षितशासाठी वाजवी दरात उपलब्ध करून देण्याची जबाबदारी जमीन मालक/विकासक/कुलमुखत्यारधारक यांच्यावर बंधनकारक राहिल.तसेच रेखांकनातील 5% सुविधा क्षेत्र कायमस्वरुपी राखीव ठेवण्याची जबाबदारी जमीन मालक/विकासक/कुलमुखत्यारधारक यांच्यावर बंधनकारक राहिल.
31. रेखांकनातील खुले क्षेत्र क्र.4 मध्ये तळ मजल्याचे कलब हाऊसचे बांधकाम प्रस्तावित केलेले आहे.सदरच्या कलब हाऊससाठी आवश्यक असणा-या सर्व परवानग्या घेण्याची जबाबदारी, जमीन मालक/विकासक/कुलमुखत्यारधारक यांच्यावर बंधनकारक राहिल.तसेच कलब हाऊसचा वापर लेखिल रक्षितशासाठी वाजवी दरात उपलब्ध करून देण्याची जबाबदारी जमीन मालक/विकासक/कुलमुखत्यारधारक यांच्यावर बंधनकारक राहिल.



32. रेखांकनातील खुली जागा ही एकूण क्षेत्रफळाच्या किमान 10% एवढी प्रापक जागेवर उपलब्ध झाली पाहिजे सधर जागेचा उपयोग हा अर्जदार यांनी खेळाचे मैदान, बगीचा पाच अनुज्ञेय वापरा अंतर्गत करणे आवश्यक आहे. सधर जागा कायम स्वतःची मालकी ठेवण्यात यावी.
33. अस्तित्वातील मालव्यापासून 15.00 मी अंतरापर्यंतचे बांधकाम करणे यामात्र मालक/विकासक/कुलभूखण्डधारक बांधकाम बांधकामकारक राहिल, तसेच याबाबत संबंधित विभागाचा ना-हरकत दाखला प्राप्त करून घेणे अर्जदारावर बांधकामकारक राहिल.
34. शासनाने नगर विकास विभागाकडील परीपत्रक क्र. DCR1094/2829/UD-11, दिनांक 19.09.1995 अन्वये सदर इमारतीवर सोलर वॉटर हीटिंग सिस्टीम कार्यान्वितकरणे आवश्यक राहिल.
35. शासनाने नगर विकास विभागाकडील परीपत्रक क्र. TPB.432001/2133/CR-230/01/UD-11 दिनांक 10.3.2005 अन्वये सदर इमारतीवर रेन वॉटर हार्बेस्टिंग सिस्टीम कार्यान्वितकरणे आवश्यक राहिल.
36. प्रस्तावित इमारती बांधकाम नकाशांमध्ये सदनिकेची चटई क्षेत्र तक्ता (कारपेट क्षेत्र) दर्शविलेला आहे नकाशांमध्ये प्रस्तावित केलेल्या सदनिकांची विक्री चटई क्षेत्राप्रमाणे (कारपेट क्षेत्राप्रमाणे) करणे बांधकामकारक राहिल.
37. शासन नगर विकास विभाग निर्देश नं. टि.टी.पी.एस-1608/1254/घ.नं.1257 /08/नवि-13, दि.10/02/2010 अन्वये विहित केल्याप्रमाणे छाननी शुल्क रु.85000/- घलन नं.260 दि.16/07/2013 व रु.6600/- घलन नं.36 दि.20/05/2014 अन्वये नगररचनाकार, पालघर यांनी वसूल केलेली आहे.
38. अर्जदाराने प्रस्तावित झालेल्या जागेचा विहित विकास, छाननी, जिल्हा परिषद अकृषिक शुल्क निवोजन प्राधिकरणाकडे भरणा करणे आवश्यक आहे.
39. बांधकामास प्रापक सुरवात करणेपूर्वी इतर आवश्यक त्या संबंधित विभागाकडिल मंजूरी प्राप्त करून घेणे अर्जदारावर बांधकामकारक राहिल.
40. विषयवर्तित जागा, नदी, नाला, तलाव इ. बाबींनी बाधित होत नसल्याची खात्री महसूल विभागाने करावी. जागत संरक्षणार्थ अथवा भूसूक्ष्म जागी वळून मंगेसाठी जे मार्ग असतील ते अबाधित ठेवावे लागतील.
41. विषयवर्तित जमिनीसन्मुख लगतचे रस्त्याचे मध्यरेषेपासून सोडावयाचे अंतर (इमारत निर्माण रेषा) व नोडरच्या बाबत संबंधित विभागाची परवानगी घेऊन त्यांच्या सभे अटी व शर्तीचे पालन करणेची जबाबदारी अर्जदार यांची राहिल.
42. प्रापक बांधकाम घालू करण्यापूर्वी किमान 7 दिवस जागांवर जिल्हा परिषद कार्यालयास लेखी कळविण्यात यावे. सधरची परवानगी आपल्या मालकीच्या कळवातून जमिनी, व्यतिरिक्त जमिनीवर बांधकाम अगर विकास करण्याचा हक्क येत नाहीत.
43. नोत्पादक बांधकाम झाल्यानंतर बास्तुशिल्पकाराने मंजूर नकाशाप्रमाणे नोत्पादक बांधकाम केल्या बाबतचे प्रमाणपत्र घ्यावे जिल्हा परिषद प्राधिकरणाकडे सादर करावयाचे आहे व जोते तपासणी केल्यानंतरच जोड्यावरील बांधकाम अनुज्ञेय राहिल.
44. इमारतीच्या बांधकामाच्या सुरक्षितार्थ (स्ट्रक्चरल स्टिब्ल) जबाबदारी सर्वस्वी विकासकारावर व स्थापत्य विशारद घाबेवर राहिल.
45. बांधकाम पूर्णत्व दाखला घेतल्याशिवाय इमारतीचा वापर करू नये त्यासाठी जागेवर ज्या प्रमाणे बांधकाम पूर्ण झाले आहे त्याच्या नकाशा बास्तुशिल्पकार व स्थापत्य विशारद यांच्या विहित नमुन्यातील दाखल्यासह (3 प्रतीत) इतर आवश्यक दस्तऐवजांसह जिल्हा परिषद प्राधिकरणाकडे सादर करण्यात यावा.
46. बांधकाम घालू करण्यापूर्वी नगर भूमापन अधिकारी/तालुका निरीक्षक भूमा अभिलेख खात्याकडून मोजणी करून घेण्यात यावी.
47. बांधकाम मटेरीयल रस्त्यावर टाकावयाचे झाल्यास संबंधित ग्राम पंचायतीची परवानगी घेणे आवश्यक राहिल व त्या करिता नियमानुसार लागणारी रक्कम देऊन झाल्यास देऊन रकमेसह अर्जदारावर बांधकामकारक राहिल.
48. बांधकामाच्या भोवती सोडलेल्या खुल्या जागेत कमीत कमी अशोक, गूलमोहर, चिंच, नल्गिरी, करंजे पेची झाडे लावून त्याची जबाबदारी घेणे आवश्यक राहिल. व अस्तित्वात असलेली झाडे तोडणे आवश्यक असल्यास वनविभागाकडून पूर्व पात्रानगी घेणे बांधकामकारक आहे.
49. बांधकाम पूर्ण झाल्यावर पिण्याचे पाण्याचे कनेक्शन / महाराष्ट्र राज्य विज मंडळाकडून विजेचे कनेक्शन मिळवून घ्यावरील जिल्हा परिषद प्राधिकरणाची जबाबदारी रक्षणार नाही किंवा त्यासाठी संबंधित ग्रामपंचायतीची परवानगी घेणे आवश्यक राहिल.
50. पावसाचे पाणी जापरत वीरवेत व विहिर यांचे दिशेने उतार करून पुर्न, भरणा करणे हे विकासकारावर बांधकामकारक राहिल.

51. वन व पर्यावरण विभाग यांनी पर्यावरणाचा समतोल ठेवण्यासाठी तयार केलेले सर्व अटी व नियम विकासकांवर बंधनकारक राहिल.
52. ओला कचरा व सुका कचरा वेगळा करून निवसाप्रमाणे त्याची विल्हेवाट करणे याची जबाबदारी गाळेधारक व विकासकांवर राहिल.
53. या सुधारीत बांधकाम परवानगीनंतर बापुखीच्या बांधकाम परवानग्या रद्द समजण्यात येतील.
54. इमारतीचे बांधकाम पूर्ण झालेनंतर या कायद्याबाबतून भोगवटा प्रमाणपत्र प्राप्त करून घेतल्या खेरीज इमारतीचा वापर करता येणार नाही.


 मुख्य कार्यवाही अधिकारी
 जि.प. परिषद ठाणे



प्रल.-अगर निलहाधिकारी,ठाणे मुख्यालय जवळ यांचेकडे माहिती व पुढील कार्यवाहीसाठी.
 प्रत.-गट विकास अधिकारी पं. स. पालघर यांचेकडे माहिती व पुढील कार्यवाहीसाठी.
 प्रत.-चानपंचायत-कावळगाव ता.पालघर जि. ठाणे यांचेकडे माहिती व पुढील कार्यवाहीसाठी.

ANNEXURE – 4 (ENVORINMENT CLEARANCE)

Government of Maharashtra

2013 JCR-556/TC-2
SEAC-2014/GR/TC-H
Environment department
Room No. 217, 2nd floor,
Mantralaya Annexe,
Mumbai- 400 032.
Dated: 30th September, 2014

To,
M/s. Mahindra Lifespace Developers Limited.
5th Floor Mahindra Towers, Worli,
Mumbai-400018

Subject: Environment clearance for proposed residential project GruhaSwapna at s.no 50 & 51 Kambal Gaon Boisar Thane by M/s. Mahindra Lifespaces Dev. Ltd

Sir,

This has reference to your communication on the above mentioned subject. The proposal was considered as per the EIA Notification - 2006, by the State Level Expert Appraisal Committee-III, Maharashtra in its 1st meeting and recommend the project for prior environmental clearance to SEIAA. Information submitted by you has been considered by State Level Environment Impact Assessment Authority in its 69th & 72nd meetings.

2. It is noted that the proposal is for grant of Environmental Clearance for proposed residential project GruhaSwapna at s.no 50 & 51 Kambal Gaon Boisar Thane. SEAC-III considered the project under screening category 8(a) B2 as per EIA Notification 2006.

Brief Information of the project submitted by Project Proponent is as-

Name of the project	"Gruha Swapna" project Mahindra Lifespace Developers Limited Residential project at Boisar, District - Thane		
Project Proponent	M/s. Mahindra Lifespace Developers Limited.		
Consultant	Mahabal Enviro Engineers Pvt. Ltd.		
Type of project	Residential project with amenities and commercial area		
Location of the project	Gut No. 50 Plot 1		
Whether in Corporation/ Municipal / other area	Additional collector, Thane		
Applicability of DCR	DCR rule B & C class municipal councils of Maharashtra.		
Total Plot Area (sq.m.)	Details	Area	Unit
	Total plot area	60,143	m ²
Deduction	Deduction (existing)	881	m ²

Net plot area	road)		
	Area not in possession	328	m ²
	Net plot area	59,334	m ²
Permissible FSI (including TDR etc.)	FSI area	59,288	m ²
	TDR including FSI	-	m ²
	FSI area	59,288	m ²
Total Construction area	Details	Area	Unit
	FSI area	55,604 +	m ²
		2,967	
	Non FSI area	9,658	m ²
Construction area	68,229	m ²	
Ground-coverage percentage (%) (Note: Percentage of plot not open to sky)	30%		
Estimated cost of the project	Rs.98.7 Crore		
No. of building & its configuration	35 no. of residential buildings, 75 commercial shops in amenity		
	Type of building	No. of floor	No. of building No. of tenements
	Cluster A	Ground + 4	4 160
	Cluster B	Ground + 4	4 160
	Cluster C	Ground + 4	2 80
	Cluster D	Ground + 4	4 160
	Cluster E	Ground + 4	4 160
	Cluster F	Ground + 4	2 80
	Cluster G	Ground + 4	4 160
	Cluster H	Ground + 4	3 120
	Cluster J	Ground + 4	3 120
	Cluster K	Ground + 4	3 120
	Cluster L	Ground + 4	1 40
	Sub-Total		34 1,360
	Commercial shops		75 no.
	Amenity area	2,966 m ²	296

Number of tenants and shops	Residential	1,360 no.		
	Commercial shops	75 no.		
	Amenity area	2,966 m ²		
Numbers of expected residents/ users	Residential	6,800 no.		
	Amenity area (commercial shops)	296 no.		
	Total	7,096 no.		
Tenant density per hector	208			
Maximum Height of the building	14.5 m			
Right of way (Width of the road from the nearest fire station to the proposed building (s))	Gramin road No: 49 Internal roads: 9, 12 & 15 m			
Turning radius for easy access of fire tender movement from all around the building excluding the width for the plantation	6 m			
Water conservation	Water conservation	Dry season	Wet season	unit
	Total water	931	847	m ³ /day
	Fresh water (Domestic)	631	567	m ³ /day
	Recycled water	680	320	m ³ /day
	Sewage generation	120	677	m ³ /day
	Excess treated water to pond	127	338	m ³ /day
	Source	Maharashtra Jeevan Pradhikaran (MJP)		
	Swimming pool requirement	Not Applicable		
Fire fighting	Not Applicable			
Rain Water Harvesting (RWH)	Ground water table is at below 10 m Recharge pits are 11 no. Rain water harvesting tank : Not applicable Size of pits: 3.5 m x 2 m x 4 m and capacity is 28.26 Cum Capital cost is Rs.20 lakh O & M cost is Rs.1.5 lakh/year			
UGT tanks	Location(s) of the UGT tank (s): Multiple tank with total UGT tank capacity : 931 m ³ /day			

Storm water drainage	<p>Natural water drainage pattern: along with road side nallah Quantity of storm water: 905.57 m³/sec Size of SWD: 0.6 m x 0.6 m 0.9 m x 0.9 m</p>																
Sewage and waste water	<p>Sewage generation (CMD):</p> <table border="1" data-bbox="584 658 1104 725"> <tr> <td>Sewage generation</td> <td>677 m³/day</td> </tr> <tr> <td>STP capacity</td> <td>800 m³/day</td> </tr> </table> <p>STP technology: SBR technology Remaining waste water is connected artificial pond DG sets (during emergency): 1 DG set having total capacity is 200 kVA Budgetary allocation (Capital cost and O & M cost) Capital cost is Rs.1.2 Cr O & M cost is Rs.2 lakh/yr</p>	Sewage generation	677 m ³ /day	STP capacity	800 m ³ /day												
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Solid waste Management	<p>Waste generation in the Pre construction and construction phase Waste generation details</p> <table border="1" data-bbox="625 1008 1144 1142"> <thead> <tr> <th>Waste generation</th> <th>kg/day</th> </tr> </thead> <tbody> <tr> <td>Dry quantity 60%</td> <td>1,915</td> </tr> <tr> <td>Wet quantity 40%</td> <td>1,277</td> </tr> <tr> <td>Total</td> <td>3,192</td> </tr> </tbody> </table> <p>Quantity of the top soil to be preserved: Total top soil to be preserved is 6,230 m³ Disposal of the construction way debris: There is no existing structure in the plot. No debris will be generated during construction. All construction debris will be reused.</p> <p>Waste generation in the Operation Phase</p> <table border="1" data-bbox="584 1303 1112 1438"> <thead> <tr> <th>Waste generation</th> <th>kg/day</th> </tr> </thead> <tbody> <tr> <td>Dry quantity 60%</td> <td>1,157</td> </tr> <tr> <td>Wet quantity 40%</td> <td>1,727</td> </tr> <tr> <td>Total</td> <td>2,884</td> </tr> </tbody> </table> <p>E-Waste (kg/month): Not Applicable Hazardous waste (kg/month): Not Applicable Biomedical waste (kg/month) (If applicable): Not Applicable STP Sludge (Dry sludge) (kg/day): 120 m³/day Mode of Disposal of waste: Method is Organic Waste Converter Dry quantity: Dry garbage will be segregated & disposed off to recyclers. Wet quantity: Wet garbage will be composted and used as organic manure for landscaping E-Waste: Not Applicable Hazardous waste: Not Applicable Biomedical waste (If applicable): Not Applicable STP Sludge (Dry sludge): Dry sludge can be used as manure for plantation & gardening purposes inside the premise. Area requirement: Location (s) and total area provided for the storage and treatment of the solid waste: area is 500 m² Budgetary allocation (Capital cost and O & M cost)</p>	Waste generation	kg/day	Dry quantity 60%	1,915	Wet quantity 40%	1,277	Total	3,192	Waste generation	kg/day	Dry quantity 60%	1,157	Wet quantity 40%	1,727	Total	2,884
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	Capital cost is Rs. 15 lakh O & M cost is Rs. 1.5 lakh/year																																																																			
Green Belt Development	<p>Total R.G area: 6,230 m² RG area other then green belt: on podium (Please specify for playground, etc.) : Not applicable RG area on stilt : Not applicable Landscape area on podium : Not applicable RG area on terrace: Plantation: Number and list of trees species to be planted in the ground RG: 480 no. of trees will be planted in total RG area. List is given below;</p> <table border="1"> <thead> <tr> <th>Sr.</th> <th>Botanical name</th> <th>Common name</th> </tr> </thead> <tbody> <tr><td></td><td>Butea Monosperma</td><td>Palm</td></tr> <tr><td></td><td>Anthocephallus Cadamb</td><td>Kadamb</td></tr> <tr><td></td><td>Azadirachta Indica</td><td>Neem</td></tr> <tr><td></td><td>Cassia fistula</td><td>Bahava</td></tr> <tr><td></td><td>Pongama Pinnata</td><td>Karanj</td></tr> <tr><td></td><td>Albizziabbeck</td><td>Shirish</td></tr> <tr><td></td><td>Gmelina Arbozea</td><td>Shavan</td></tr> <tr><td></td><td>Murraya Paniculata</td><td>Kunti</td></tr> <tr><td></td><td>Adhatoda Vasica</td><td>Adulsa</td></tr> <tr><td></td><td>Nerium Oleander</td><td>Kaner</td></tr> <tr><td></td><td>Vitex Negundo</td><td>Nirgudi</td></tr> <tr><td></td><td>Sagargota</td><td>Sagargota</td></tr> <tr><td></td><td>Raphis Palm</td><td>Raphis Palm</td></tr> <tr><td></td><td>Plubago Capensis</td><td>Chitrk</td></tr> <tr><td></td><td>Tabernaemontana Ver</td><td>Tagar</td></tr> <tr><td></td><td>Cectrun Noblis</td><td>Ratrani</td></tr> <tr><td></td><td>Wedella Trilobata</td><td>Wedella</td></tr> <tr> <td colspan="2">Total no of trees</td> <td>480 no.</td> </tr> </tbody> </table> <p>Number and list of shrub and bushes species to be planted in the podium RG: Not applicable Number and list of trees species to be planted around the border of nalla/ stream / pond (if any): Not applicable Number, size, age and species of trees to be cut, trees to be transplanted:</p> <table border="1"> <thead> <tr> <th>Description</th> <th>Quantity</th> </tr> </thead> <tbody> <tr><td>Existing trees</td><td>149 no.</td></tr> <tr><td>Trees to be cut</td><td>52 no.</td></tr> <tr><td>Proposed trees</td><td>480 no.</td></tr> <tr><td>Total</td><td>577 no.</td></tr> </tbody> </table> <p>NOC for the tree cutting / transplantation / compensatory plantation, if any: Applied Budgetary allocation (Capital cost and O & M cost) Capital cost is Rs.5 lakh O & M cost is Rs.1 lakh/year</p>	Sr.	Botanical name	Common name		Butea Monosperma	Palm		Anthocephallus Cadamb	Kadamb		Azadirachta Indica	Neem		Cassia fistula	Bahava		Pongama Pinnata	Karanj		Albizziabbeck	Shirish		Gmelina Arbozea	Shavan		Murraya Paniculata	Kunti		Adhatoda Vasica	Adulsa		Nerium Oleander	Kaner		Vitex Negundo	Nirgudi		Sagargota	Sagargota		Raphis Palm	Raphis Palm		Plubago Capensis	Chitrk		Tabernaemontana Ver	Tagar		Cectrun Noblis	Ratrani		Wedella Trilobata	Wedella	Total no of trees		480 no.	Description	Quantity	Existing trees	149 no.	Trees to be cut	52 no.	Proposed trees	480 no.	Total	577 no.
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	<p>Source: MSEDCL Energy saving by non-conventional method: Energy saving measures: LED lamps in common areas. BEE 3 star rated lamps and fittings. Energy efficient Pumps and Motors. Energy efficient building envelope and roof assemblies as per IGBC Green Home rating system.</p> <p>Details calculation & % of saving: Not Applicable Compliance of the ECBC guideline: (Yes / No) (If yes then submit it compliance in tabular form): Yes. Budgetary allocation (Capital cost and O & M cost) Capital cost is Rs. 15 lakh O & M cost is Rs. 3 lakh/year DG sets:</p>	
	Number and capacity of the DG sets to be used	1 no. of DG set having total capacity is 200 kVA
	Type of fuel used	Diesel
Environmental Management plan Budgetary Allocation	Construction phase (with Break-up) Capital cost Rs.325 lakh O & M cost (Please ensure manpower and other details): Rs.9 lakh/year	
	Component	Capital cost (Rs. in Lakhs)
	STP	120
	Landscape Development	170
	Solid Waste Composting plant	15
	Rain water harvesting	20
	Fire Fighting	0
	Solar hot water & lighting	0
	Total Rs.	325
	Component	O & M cost (Rs. in Lakhs)
	STP	3
	Landscape Development	3
	Solid Waste Composting plant	1.5
	Rain water harvesting	1.5
	Fire Fighting	0
	Solar hot water & lighting	0
	Total Rs.	9
Quantum & generation of Corpus fund & commitment: Not Applicable as facility is operated by us till defect liability period then handed over to society Responsibility for further O & M: All facilities will be handed over to the society. O & M of this facility will be handled by the society. We have incorporated the same in the sale agreement.		

Traffic management	Nos. of the junction to the main road & design of Confluence:		
	Parking details:		
	Details	Area	Unit
	Total Parking area	9,066	m ²
	Area per car	23	m ²
	Total no. of cars	124	No.
	4-Wheeler (cars)	113	No.
	10% visitor parking	11	No.
	No. of 2 wheeler	1,530	No.
	Area per 2 wheeler	1.25	m ²
Public transport	Not applicable		
Width of all Internal roads (m): 15 m, 12 m and 9 m			

3. The proposal has been considered by SEIAA in its 69th & 72nd meetings & decided to accord environmental clearance to the said project under the provisions of Environment Impact Assessment Notification, 2006 subject to implementation of the following terms and conditions :

- (i) This environmental clearance is issued subject to land use verification. Local authority / planning authority should ensure this with respect to Rules, Regulations, Notifications, Government Resolutions, Circulars, etc. issued if any. Judgments/orders issued by Hon'ble High Court, Hon'ble NGT, Hon'ble Supreme Court regarding DCR provisions, environmental issues applicable in this matter should be verified. PP should submit exactly the same plans appraised by concern SEAC and SEIAA. If any discrepancy found in the plans submitted or details provided in the above para may be reported to environment department. This environmental clearance issued with respect to the environmental consideration and it does not mean that State Level Impact Assessment Authority (SEIAA) approved the proposed land use.
- (ii) This environmental clearance is issued subject to obtaining NOC from Forestry & Wild life angle including clearance from the standing committee of the National Board for Wild life as if applicable & this environment clearance does not necessarily implies that Forestry & Wild life clearance granted to the project which will be considered separately on merit.
- (iii) PP has to abide by the conditions stipulated by SEAC & SEIAA.
- (iv) The height, Construction built up area of proposed construction shall be in accordance with the existing FSI/FAR norms of the urban local body & it should ensure the same along with survey number before approving layout plan & before according commencement certificate to proposed work. Plan approving authority should also ensure the zoning permissibility for the proposed project as per the approved development plan of the area.
- (v) "Consent for Establishment" shall be obtained from Maharashtra Pollution Control Board under Air and Water Act and a copy shall be submitted to the Environment department before start of any construction work at the site.
- (vi) All required sanitary and hygienic measures should be in place before starting construction activities and to be maintained throughout the construction phase.

- (vii) Project proponent shall ensure completion of STP, MSW disposal facility, green belt development prior to occupation of the buildings. No physical occupation or allotment will be given unless all above said environmental infrastructure is installed and made functional including water requirement in Para 2. Prior certification from appropriate authority shall be obtained.
- (viii) Provision shall be made for the housing of construction labour within the site with all necessary infrastructure and facilities such as fuel for cooking, mobile toilets, mobile STP, safe drinking water, medical health care, crèche and First Aid Room etc.
- (ix) Adequate drinking water and sanitary facilities should be provided for construction workers at the site. Provision should be made for mobile toilets. The safe disposal of wastewater and solid wastes generated during the construction phase should be ensured.
- (x) The solid waste generated should be properly collected and segregated. dry/inert solid waste should be disposed off to the approved sites for land filling after recovering recyclable material
- (xi) Wet garbage should be treated by Organic Waste Converter and treated waste (manure) should be utilized in the existing premises for gardening. And, no wet garbage will be disposed outside the premises. Local authority should ensure this.
- (xii) Arrangement shall be made that waste water and storm water do not get mixed.
- (xiii) All the topsoil excavated during construction activities should be stored for use in horticulture / landscape development within the project site.
- (xiv) Additional soil for leveling of the proposed site shall be generated within the sites (to the extent possible) so that natural drainage system of the area is protected and improved.
- (xv) Green Belt Development shall be carried out considering CPCB guidelines including selection of plant species and in consultation with the local DFO/ Agriculture Dept.
- (xvi) Disposal of muck during construction phase should not create any adverse effect on the neighboring communities and be disposed taking the necessary precautions for general safety and health aspects of people, only in approved sites with the approval of competent authority.
- (xvii) Soil and ground water samples will be tested to ascertain that there is no threat to ground water quality by leaching of heavy metals and other toxic contaminants.
- (xviii) Construction spoils, including bituminous material and other hazardous materials must not be allowed to contaminate watercourses and the dumpsites for such material must be secured so that they should not leach into the ground water.
- (xix) Any hazardous waste generated during construction phase should be disposed off as per applicable rules and norms with necessary approvals of the Maharashtra Pollution Control Board.
- (xx) The diesel generator sets to be used during construction phase should be low sulphur diesel type and should conform to Environments (Protection) Rules prescribed for air and noise emission standards.
- (xxi) The diesel required for operating DG sets shall be stored in underground tanks and if required, clearance from concern authority shall be taken.
- (xxii) Vehicles hired for bringing construction material to the site should be in good condition and should have a pollution check certificate and should conform to

Traffic management	Nos. of the junction to the main road & design of Confluence:		
	Parking details:		
	Details	Area	Unit
	Total Parking area	9,066	m ²
	Area per car	23	m ²
	Total no. of cars	124	No.
	4-Wheeler (cars)	113	No.
	10% visitor parking	11	No.
	No. of 2 wheeler	1,530	No.
	Area per 2 wheeler	1.25	m ²
Public transport	Not applicable		
Width of all Internal roads (m): 15 m, 12 m and 9 m			

3. The proposal has been considered by SEIAA in its 69th & 72nd meetings & decided to accord environmental clearance to the said project under the provisions of Environment Impact Assessment Notification, 2006 subject to implementation of the following terms and conditions
- i) This environmental clearance is issued subject to land use verification. Local authority / planning authority should ensure this with respect to Rules, Regulations, Notifications, Government Resolutions, Circulars, etc. issued if any. Judgments/orders issued by Hon'ble High Court, Hon'ble NGT, Hon'ble Supreme Court regarding DCR provisions, environmental issues applicable in this matter should be verified. PP should submit exactly the same plans appraised by concern SEAC and SEIAA. If any discrepancy found in the plans submitted or details provided in the above para may be reported to environment department. This environmental clearance issued with respect to the environmental consideration and it does not mean that State Level Impact Assessment Authority (SEIAA) approved the proposed land use.
 - ii) This environmental clearance is issued subject to obtaining NOC from Forestry & Wild life angle including clearance from the standing committee of the National Board for Wild life as if applicable & this environment clearance does not necessarily implies that Forestry & Wild life clearance granted to the project which will be considered separately on merit.
 - iii) PP has to abide by the conditions stipulated by SEAC & SEIAA. This EC issued subject to condition that PP has to register for green building rating.
 - iv) The height, Construction built up area of proposed construction shall be in accordance with the existing FSI/FAR norms of the urban local body & it should ensure the same along with survey number before approving layout plan & before according commencement certificate to proposed work. Plan approving authority should also ensure the zoning permissibility for the proposed project as per the approved development plan of the area.
 - v) "Consent for Establishment" shall be obtained from Maharashtra Pollution Control Board under Air and Water Act and a copy shall be submitted to the Environment department before start of any construction work at the site.

- vi) All required sanitary and hygienic measures should be in place before starting construction activities and to be maintained throughout the construction phase.
- vii) Project proponent shall ensure completion of STP, MSW disposal facility, green belt development prior to occupation of the buildings. No physical occupation or allotment will be given unless all above said environmental infrastructure is installed and made functional including water requirement in Para 2. Prior certification from appropriate authority shall be obtained.
- viii) Provision shall be made for the housing of construction labour within the site with all necessary infrastructure and facilities such as fuel for cooking, mobile toilets, mobile STP, safe drinking water, medical health care, crèche and First Aid Room etc.
- ix) Adequate drinking water and sanitary facilities should be provided for construction workers at the site. Provision should be made for mobile toilets. The safe disposal of wastewater and solid wastes generated during the construction phase should be ensured.
- x) The solid waste generated should be properly collected and segregated. dry/inert solid waste should be disposed off to the approved sites for land filling after recovering recyclable material
- xi) Wet garbage should be treated by Organic Waste Converter and treated waste (manure) should be utilized in the existing premises for gardening. And, no wet garbage will be disposed outside the premises. Local authority should ensure this.
- xii) Arrangement shall be made that waste water and storm water do not get mixed.
- xiii) All the topsoil excavated during construction activities should be stored for use in horticulture / landscape development within the project site.
- xiv) Additional soil for leveling of the proposed site shall be generated within the sites (to the extent possible) so that natural drainage system of the area is protected and improved.
- xv) Green Belt Development shall be carried out considering CPCB guidelines including selection of plant species and in consultation with the local DFO/ Agriculture Dept.
- xvi) Disposal of muck during construction phase should not create any adverse effect on the neighboring communities and be disposed taking the necessary precautions for general safety and health aspects of people, only in approved sites with the approval of competent authority.
- xvii) Soil and ground water samples will be tested to ascertain that there is no threat to ground water quality by leaching of heavy metals and other toxic contaminants.
- xviii) Construction spoils, including bituminous material and other hazardous materials must not be allowed to contaminate watercourses and the dumpsites for such material must be secured so that they should not leach into the ground water.
- xix) Any hazardous waste generated during construction phase should be disposed off as per applicable rules and norms with necessary approvals of the Maharashtra Pollution Control Board.
- xx) The diesel generator sets to be used during construction phase should be low sulphur diesel type and should conform to Environments (Protection) Rules prescribed for air and noise emission standards.
- xxi) The diesel required for operating DG sets shall be stored in underground tanks and if required, clearance from concern authority shall be taken.
- xxii) Vehicles hired for bringing construction material to the site should be in good condition and should have a pollution check certificate and should conform to

applicable air and noise emission standards and should be operated only during non-peak hours.


- (xxiii) Ambient noise levels should conform to residential standards both during day and night. Incremental pollution loads on the ambient air and noise quality should be closely monitored during construction phase. Adequate measures should be made to reduce ambient air and noise level during construction phase, so as to conform to the stipulated standards by CPCB/MPCB.
- (xxiv) Fly ash should be used as building material in the construction as per the provisions of Fly Ash Notification of September 1999 and amended as on 27th August, 2003. (The above condition is applicable only if the project site is located within the 100Km of Thermal Power Stations).
- (xxv) Ready mixed concrete must be used in building construction.
- (xxvi) The approval of competent authority shall be obtained for structural safety of the buildings due to any possible earthquake, adequacy of fire fighting equipments etc. as per National Building Code including measures from lightning.
- (xxvii) Storm water control and its re-use as per CGWB and BIS standards for various applications.
- (xxviii) Water demand during construction should be reduced by use of pre-mixed concrete, curing agents and other best practices referred.
- (xxix) The ground water level and its quality should be monitored regularly in consultation with Ground Water Authority.
- (xxx) The installation of the Sewage Treatment Plant (STP) should be certified by an independent expert and a report in this regard should be submitted to the MPCB and Environment department before the project is commissioned for operation. Discharge of this unused treated effluent, if any should be discharge in the sewer line. Treated effluent emanating from STP shall be recycled/refused to the maximum extent possible. Discharge of this unused treated effluent, if any should be discharge in the sewer line. Treatment of 100% gray water by decentralized treatment should be done. Necessary measures should be made to mitigate the odour problem from STP.
- (xxxi) Local body should ensure that no occupation certification is issued prior to operation of STP/MSW site etc. with due permission of MPCB.
- (xxxii) Permission to draw ground water and construction of basement if any shall be obtained from the competent Authority prior to construction/operation of the project.
- (xxxiii) Separation of gray and black water should be done by the use of dual plumbing line for separation of gray and black water.
- (xxxiv) Fixtures for showers, toilet flushing and drinking should be of low flow either by use of aerators or pressure reducing devices or sensor based control.

- (xxxv) Use of glass may be reduced up to 40% to reduce the electricity consumption and load on air conditioning. If necessary, use high quality double glass with special reflective coating in windows.
- (xxxvi) Roof should meet prescriptive requirement as per Energy Conservation Building Code by using appropriate thermal insulation material to fulfill requirement
- (xxxvii) Energy conservation measures like installation of CFLs /TFLs for the lighting the areas outside the building should be integral part of the project design and should be in place before project commissioning. Use CFLs and TFLs should be properly collected and disposed off/sent for recycling as per the prevailing guidelines/rules of the regulatory authority to avoid mercury contamination. Use of solar panels may be done to the extent possible like installing solar street lights, common solar water heaters system. Project proponent should install, after checking feasibility, solar plus hybrid non conventional energy source as source of energy.
- (xxxviii) Diesel power generating sets proposed as source of back up power for elevators and common area illumination during operation phase should be of enclosed type and conform to rules made under the Environment (Protection) Act, 1986. The height of stack of DG sets should be equal to the height needed for the combined capacity of all proposed DG sets. Use low sulphur diesel. The location of the DG sets may be decided with in consultation with Maharashtra Pollution Control Board.
- (xxxix) Noise should be controlled to ensure that it does not exceed the prescribed standards. During nighttime the noise levels measured at the boundary of the building shall be restricted to the permissible levels to comply with the prevalent regulations.
- (xl) Traffic congestion near the entry and exit points from the roads adjoining the proposed project site must be avoided. Parking should be fully internalized and no public space should be utilized.
- (xli) Opaque wall should meet prescriptive requirement as per Energy Conservation Building Code, which is proposed to be mandatory for all air-conditioned spaces while it is aspirational for non-air-conditioned spaces by use of appropriate thermal insulation material to fulfill requirement
- (xlii) The building should have adequate distance between them to allow movement of fresh air and passage of natural light, air and ventilation.
- (xliii) Regular supervision of the above and other measures for monitoring should be in place all through the construction phase, so as to avoid disturbance to the surroundings.
- (xliv) Under the provisions of Environment (Protection) Act, 1986, legal action shall be initiated against the project proponent if it was found that construction of the project has been started without obtaining environmental clearance.
- (xlv) Six monthly monitoring reports should be submitted to the Regional office MoEF, Bhopal with copy to this department and MPCB.
- (xlvi) A complete set of all the documents submitted to Department should be forwarded to the Local authority and MPCB.

- (xlvii) In the case of any change(s) in the scope of the project, the project would require a fresh appraisal by this Department.
- (xlviii) A separate environment management cell with qualified staff shall be set up for implementation of the stipulated environmental safeguards.
- (xlix) Separate funds shall be allocated for implementation of environmental protection measures/EMP along with item-wise breaks-up. These cost shall be included as part of the project cost. The funds earmarked for the environment protection measures shall not be diverted for other purposes and year-wise expenditure should reported to the MPCB & this department.
- (i) The project management shall advertise at least in two local newspapers widely circulated in the region around the project, one of which shall be in the Marathi language of the local concerned within seven days of issue of this letter, informing that the project has been accorded environmental clearance and copies of clearance letter are available with the Maharashtra Pollution Control Board and may also be seen at Website at <http://ec.maharashtra.gov.in>.
- (ii) Project management should submit half yearly compliance reports in respect of the stipulated prior environment clearance terms and conditions in hard & soft copies to the MPCB & this department, on 1st June & 1st December of each calendar year.
- (iii) A copy of the clearance letter shall be sent by proponent to the concerned Municipal Corporation and the local NGO, if any, from whom suggestions/representations, if any, were received while processing the proposal. The clearance letter shall also be put on the website of the Company by the proponent.
- (iii) ³ The proponent shall upload the status of compliance of the stipulated EC conditions, including results of monitored data on their website and shall update the same periodically. It shall simultaneously be sent to the Regional Office of MoEF, the respective Zonal Office of CPCB and the SPCB. The criteria pollutant levels namely; SPM, RSPM, SO₂, NO_x (ambient levels as well as stack emissions) or critical sector parameters, indicated for the project shall be monitored and displayed at a convenient location near the main gate of the company in the public domain.
- (iv) The project proponent shall also submit six monthly reports on the status of compliance of the stipulated EC conditions including results of monitored data (both in hard copies as well as by e-mail) to the respective Regional Office of MoEF, the respective Zonal Office of CPCB and the SPCB.
- (iv) The environmental statement for each financial year ending 31st March in Form-V as is mandated to be submitted by the project proponent to the concerned State Pollution Control Board as prescribed under the Environment (Protection) Rules, 1986, as amended subsequently, shall also be put on the website of the company along with the status of compliance of EC conditions and shall also be sent to the respective Regional Offices of MoEF by e-mail.
4. The environmental clearance is being issued without prejudice to the action initiated under EP Act or any court case pending in the court of law and it does not mean that project proponent has not violated any environmental laws in the past and whatever decision

under EP Act or of the Hon'ble court will be binding on the project proponent. Hence this clearance does not give immunity to the project proponent in the case filed against him, if any or action initiated under EP Act.

5. In case of submission of false document and non compliance of stipulated conditions, Authority/ Environment Department will revoke or suspend the Environmental Clearance without any intimation and initiate appropriate legal action under Environmental Protection Act, 1986.
6. The Environment department reserves the right to add any stringent condition or to revoke the clearance if conditions stipulated are not implemented to the satisfaction of the department or for that matter, for any other administrative reason.
7. **Validity of Environment Clearance:** The environmental clearance accorded shall be valid for a period of 5 years.
8. In case of any deviation or alteration in the project proposed from those submitted to this department for clearance, a fresh reference should be made to the department to assess the adequacy of the condition(s) imposed and to incorporate additional environmental protection measures required, if any.
9. The above stipulations would be enforced among others under the Water (Prevention and Control of Pollution) Act, 1974, the Air (Prevention and Control of Pollution) Act, 1981, the Environment (Protection) Act, 1986 and rules there under, Hazardous Wastes (Management and Handling) Rules, 1989 and its amendments, the public Liability Insurance Act, 1991 and its amendments.
10. Any appeal against this environmental clearance shall lie with the National Green Tribunal (Western Zone Bench, Pune), New Administrative Building, 1st Floor, D-, Wing, Opposite Council Hall, Pune, if preferred, within 30 days as prescribed under Section 16 of the National Green Tribunal Act, 2010
11. This Environment Clearance is issued for proposed residential project GruhaSwapna at s.no 50 & 51 KambalGaonBoisar Thane by M/s. Mahindra Lifespaces Dev. Ltd


(Medha Gadgil)
Additional Chief Secretary,
Environment department &
MS, SEIAA

Copy to:

1. Shri. R. C. Joshi, IAS (Retd.), Chairman, SEIAA, Flat No. 26, Belvedere, Bhulabhai desai road, Breach candy, Mumbai- 400026.
2. Shri. Jagdish Joshi, Chairman, SEAC-III, 3 Tahiti CHS Juhu- Versova Link Road, Andheri (W), Mumbai- 400.

3. Additional Secretary, MOEF, 'MoEF & CC, Indira Paryavaran Bhavan, Jorbagh Road, Aliganj, New Delhi-110003.
4. Member Secretary, Maharashtra Pollution Control Board, with request to display a copy of the clearance.
5. The CCF, Regional Office, Ministry of Environment and Forest (Regional Office, Western Region, Kendriya Paryavaran Bhavan, Link Road No- 3, E-5, Ravi-Shankar Nagar, Bhopal- 462 016). (MP).
6. Regional Office, MPCB, Thane.
7. Collector, Thane
8. Commissioner, Municipal Corporation Thane
9. IA- Division, Monitoring Cell, MoEF & CC, Indira Paryavaran Bhavan, Jorbagh Road, Aliganj, New Delhi-110003.
10. Select file (TC-3)

(EC uploaded on 29/10/2014)

ANNEXURE - 5

Title Certificate

17th Floor, Nirmal Building, Nariman Point,
Mumbai - 400 021 INDIA

Tel (91-22) 61120700, 66559701, 66559702

Fax (91-22) 66559705

E-mail legal@mumbai.kochhar.com

TO WHOMSOEVER IT MAY CONCERN

TITLE CERTIFICATE

1. Prior to the year 1965, one Krushnaji alias Krushnarao Pandurang Barve ("**KPB**") was entitled to all the right, title and interest in agricultural land bearing Old Survey No.33 (area not known as a copy of the document and the concerned land records were not available) situated at Village Kambalgaon, Taluka Palghar, District Thane, within in the Registration District of Thane and Registration Sub District Palghar, Thane, Maharashtra ("**Larger Land**").
2. By and under the Deed of Conveyance dated March 11, 1965 [registered at Serial No.48 in Volume No.352 at page 358 on March 15, 1965 with the office of the Sub Registrar, Palghar] executed between KPB as the seller therein and Rustom Khodad Irani ("**RKI**") as the purchaser therein, KPB transferred all his right, title and interest in the Larger Land in favour of RKI for the consideration as contained therein. Accordingly, the name of RKI was mutated in the land records of Village Kambalgaon, Taluka Palghar as the owner of Larger Land vide Mutation Entry No.120 dated March 22, 1965 (sanctioned by the Circle Officer, Boisar on March 24, 1965).
3. By and under the Deed of Conveyance dated February 6, 1966 [registered at Serial No.74 in Volume No.354 at page 110 on February 28, 1966 with the office of the Sub Registrar, Palghar] ("**BRD Conveyance Deed**") executed between RKI as the seller therein and Behram Rustom Dahmubed ("**BRD**") as the purchaser therein, RKI transferred all his right, title and interest in the Larger Land in favour of BRD for the consideration as contained therein. Accordingly, the name of BRD was mutated in the land records of Village Kambalgaon, Taluka Palghar as the owner of Larger Land vide Mutation Entry No.122 (date not legible). As per the BRD Conveyance Deed, the area of the Larger Land was mentioned as 33 Acres and 12 Gunthas along with Potkharaba land admeasuring 20 Gunthas.
4. In the year 1974, BRD made an intimation application to the revenue authorities for mutation and transfer of two parts of lands one bearing Survey No.33 (part) admeasuring about 11 Acres and another part bearing Survey No.33 (part) also admeasuring about 11 Acres out of the Larger Land in the name of his two sons (i) Farhang Behram Dahmubed ("**FBD**") and (ii) Jehangir Behram Dahmubed ("**JBD**") respectively. However, no conveyance was executed and registered transferring the aforesaid two parts of lands in favour of FBD and JBD. Pursuant to the aforesaid application of BRD, the names of FBD and JBD were mutated in the land records of Village Kambalgaon, Taluka Palghar as owners of the respective parts of lands out of the Larger Land vide Mutation Entry No.151 dated October 16, 1974.
5. In the year 1977, consolidation proceedings were effected in the revenue Village Kambalgaon. During the aforesaid consolidation proceedings the survey of the entire Village of Kambalgaon was carried out and on December 8, 1977 and pursuant to the Order of the Consolidation Officer, Thane 2, rectification of Form No.12 was carried out. As per the aforesaid rectification, the Larger Land i.e Survey No.33 admeasuring 13 Hectares 68 Ares was subdivided into three parts as follows:

Survey No.	Hissa No.	Area	Name of the holder
33	1	4 Hectares 78 Ares (including Potkharaba)	BRD
33	2	4 Hectares 45 Ares (including Potkharaba)	JBD
33	3	4 Hectares 45 Ares (including Potkharaba)	FBD

Survey No.33 Hissa No.1 is hereinafter referred to as "**Land No.1**", Survey No.33 Hissa No.2 is hereinafter referred to as "**Land No.2**", and Survey No.33 Hissa No.3 is hereinafter referred to as "**Land No.3**". Accordingly, the names of BRD as the kabjedar/holders of Land 1, JBD as the kabjedar/holders of Land No.2 and FBD as the kabjedar/holders of Land No.3 were mutated in the land records vide Mutation Entry No.163 dated December 8, 1977.

6. As per Mutation Entry No.1 dated October 14, 1977, during the consolidation proceedings, the Additional Deputy Director, Land Records (Mumbai Division) passed an Order [bearing No.KN.S.R-16(Thane)77] dated March 21, 1977 to sanction the scheme of amalgamation of the lands of Village Kambalgaon, Taluka Palghar bearing Gat Nos.1 to 70. Further, pursuant to the notification in the Government Gazette Part 1 page 505, the said scheme came into effect from March 31, 1977 and the aforesaid Gat Nos. of Village Kambalgaon were included in the scheme. As per the aforesaid scheme, Land No.1 was given Gat No.50, Land No.2 was given Gat No.51 and Land No.3 was given Gat No.52.
7. As per Mutation Entry No.26 dated November 5, 1999 pursuant to the Government Notification dated March 21, 1978, the Larger Land was included in the affected area for the Surya Project and therefore the Larger Land was subject to the provisions of Section 12 of the Maharashtra Resettlement of the Project Displaced Persons Act, 1976. As per the aforesaid Mutation Entry, there was a restriction placed on the owners of the lands affected by the Surya Project including the Larger Land that such lands were not to be sold without the prior permission of the District Collector. The noting of the aforesaid notification and restriction was made in the other rights column of the 7/12 Extract pertaining to the Larger Land.
8. BRD expired prior to the year 2008. After his death, as per his last Will and Testament dated February 3, 2005 [registered at Serial No.1075/2005 with the office of the Joint Sub-Registrar, Mumbai-3], BRD bequeathed Land No.1 to his wife Mrs. Morwarid Dahmubed Chami alias Mrs. Morwarid Behram Dahmubed ("**MDC**") and the name of MDC was mutated as the owner of Land No.1 vide Mutation Entry No.51 dated January 7, 2008. However, no probate of the said Will and Testament dated February 3, 2005 was obtained.
9. As per Mutation Entry No.48 dated January 7, 2008, the Surya Project was completed and the Larger Land was not requisitioned or acquisitioned for the purpose of the aforesaid Project. As the work of resettlement of the affected persons was complete and there was no requirement of additional land for the said purpose, pursuant to the Order dated August 29, 2007 passed by the Revenue Department, the restriction on the sale of Larger Land as set out in paragraph 7 above was deleted from the other rights column of the 7/12 extract pertaining to the Larger Land.
10. By and under the Registered Deed of Conveyance dated August 29, 2011 [registered at Serial No.PLR/6017/2011 with the office of the Sub Registrar, Palghar on August 29, 2011] ("**Land No.1**

Conveyance Deed") executed between MDC as the seller therein and (A) Messrs Viva Patil Real Estate ("VPRE") [acting through its partners (i) Mr. Mehul Deepak Thakur and Mr. Nitin Narayan Patil] and (B) Messrs Dreams Realty ("DR") [acting through its partners (i) Mr. Dilipkumar Jaswantraj Shah and Mr. Ramesh Hamirmal Bafna] as the purchasers therein, MDC transferred all her right, title and interest in the Land No.1 in favour of VPRE and DR for the consideration as contained therein. Accordingly, the name of VPRE represented by Mr. Mehul Deepak Thakur and Mr. Nitin Narayan Patil was mutated in 7/12 Extract vide Mutation Entry No. 107 dated September 13, 2011.

11. By and under the Deed of Conveyance dated August 29, 2011 [registered at Serial No.PLR/6016/2011 on August 29, 2011 with the office of the Sub Registrar, Palghar] ("**Land No.2 Conveyance Deed**") executed between JBD as the seller therein and (A) VPRE [acting through its partners (i) Mr. Mehul Deepak Thakur and (ii) Mr. Nitin Narayan Patil] and (B) DR [acting through its partners (i) Mr. Dilipkumar Jaswantraj Shah and (ii) Mr. Ramesh Hamirmal Bafna] as the purchasers therein, JBD transferred all his right, title and interest in the Land No.2 in favour of VPRE and DR for the consideration as contained therein. Accordingly, the name of VPRE represented by Mr. Mehul Deepak Thakur and Mr. Nitin Narayan Patil was mutated in 7/12 Extract vide Mutation Entry No. 108 dated September 13, 2011.
12. By and under the Deed of Conveyance dated August 29, 2011 [registered at Serial No.PLR/6018/2011 August 29, 2011 with the office of the Sub Registrar, Palghar] ("**Land No.3 Conveyance Deed**") executed between FBD as the seller therein and (A) VPRE [acting through its partners (i) Mr. Mehul Deepak Thakur and (ii) Mr. Nitin Narayan Patil] and (B) DR [acting through its partners (i) Mr. Dilipkumar Jaswantraj Shah and (ii) Mr. Ramesh Hamirmal Bafna] as the purchasers therein, FBD transferred all his right, title and interest in the Land No.3 in favour of VPRE and DR for the consideration as contained therein. Accordingly, the name of VPRE represented by Mr. Mehul Deepak Thakur and Mr. Nitin Narayan Patil was mutated in 7/12 Extract vide Mutation Entry No. 109 dated September 13, 2011.
13. Upon an application made by VPRE and DR to the office of the Additional Collector, Thane ("**Collector**") for conversion of the user of Land No.1, Land No.2 and Land No.3 from agricultural to non-agricultural purpose, the user of Land No.1, Land No.2 and Land No.3 was converted from agricultural to non-agricultural residential and commercial purpose pursuant to the Order dated July 9, 2012 passed by the Collector ("**NA Order**") to the extent and subject to the reservations, terms and conditions stated therein and as also recorded in Mutation Entry No. 115 dated August 7, 2012. Further, upon an application made by VPRE and DR to the office of the Deputy Inspector of Land Records, Palghar ("**DILR**") for amalgamation and subdivision of Land No.1, Land No.2 and Land No.3, the office of DILR approved the aforesaid amalgamation and sub-division and communicated the same to the office of the Tahshildar, Palghar vide its Letter dated October 29, 2012 and to the Collector vide its Letter dated November 19, 2012. Land No.1, Land No.2 and Land No.3 were amalgamated and sub-divided into five portions of lands and renumbered as follows:

Renumbered Description	Area
Gat No.50 Plot No.1	59,334.30 square meters
Gat No.50 Plot No.2	68,456.58 square meters
Gat No.50 Hissa No.3	0 Hectares 82 Ares
Gat No.51	0 Hectare 3 Ares 28 Paike
Gat No.52	0 Hectare 4 Ares 81 Paike

Accordingly, Mutation Entry No. 124 dated November 21, 2012 came to be passed.

The aforesaid freehold non-agricultural land bearing Gat No.50 Plot No.1 and admeasuring around 59,334.30 square meters, more particularly described in the Schedule below, is hereinafter referred to as “the Land”.

14. Pursuant to the aforesaid amalgamation and sub-division, the existing public road identified as Grameen Road No.49 located on the land bearing New Gat No.52 (“Existing Road”) belonging to VPRE and DR, cut through the Land physically dividing the Land into two parts (i) one admeasuring around 58,731.67 square meters, and another admeasuring around 602.63 square meters.
15. By and under the Deed of Conveyance dated April 15, 2013 [registered at Serial No. PLR/3282/2013 on April 15, 2014 with the office of the Sub Registrar, Palghar] executed between (A) VPRE [acting through its partners (i) Mr. Mehul Deepak Thakur and (ii) Mr. Nitin Narayan Patil] and (B) DR [acting through its partners (i) Mr. Dilipkumar Jaswantraj Shah and (ii) Mr. Ramesh Hamirmal Bafna] as the vendors therein, and our client Mahindra Lifespace Developers Limited (a company incorporated and registered under the Companies Act, 1956, and having its Registered Office at Mahindra Towers, 5th Floor, Worli, Mumbai 400 018, hereinafter referred to as “MLDL”) as the purchaser therein, the said VPRE and DR sold, transferred, and conveyed the Land unto MLDL. Accordingly, the name of MLDL came to be reflected in the 7/12 Extract vide Mutation Entry No. 140 dated June 5, 2013 as the owner of the Land.
16. By and under the Deed of Right of Way dated April 15, 2013 [registered at Serial No. PLR/3283/2013 on April 15, 2014 with the office of the Sub Registrar, Palghar] read along with the Deed of Rectification dated June 26, 2013 [registered with the the Sub Registrar, Palghar at Serial No. 5746/2013 on June 26, 2013] executed between MLDL as the Grantor therein, and (A) VPRE [acting through its partners (i) Mr. Mehul Deepak Thakur and (ii) Mr. Nitin Narayan Patil] and (B) DR [acting through its partners (i) Mr. Dilipkumar Jaswantraj Shah and (ii) Mr. Ramesh Hamirmal Bafna] collectively referred to as “the Grantee” therein, MLDL granted to VPRE and DR the right of way over 15 meter wide strip of land totally admeasuring about 6,000 sq. mtrs. comprised in the Land and connecting the Existing Road to the land bearing Gat No. 50 Plot No. 2 admeasuring around 68,456.58 sq. mtrs. owned jointly by VPRE and DR.
17. By and under an Agreement dated April , 2013 [registered at Serial No. 5745/2013 on June 26, 2013 with the Sub-Registrar, Palghar] and executed between MLDL, and (A) VPRE [acting through its partners (i) Mr. Mehul Deepak Thakur and (ii) Mr. Nitin Narayan Patil] and (B) DR [acting through its partners (i) Mr. Dilipkumar Jaswantraj Shah and (ii) Mr. Ramesh Hamirmal Bafna] collectively referred to as “the Prior Owners” therein, the parties thereto agreed to the utilization of an increase in the development potential of the Land on and from the date of execution thereof on the terms and conditions therein contained.
18. By and under the Order dated June 3, 2014 bearing No. Mahasul/ Kasksha-1/Te.-1/ NAP/SR-152/2013, issued by Collector the aforesaid NA Order dated July 9, 2012 was revised subject to the reservations, terms and conditions therein stated for a residential project.
19. On behalf of our client, MLDL, we have investigated its title to the Land more particularly described in the Schedule below by causing searches to be taken at the office of the relevant Sub-Registrar of Assurances, and on the portal of the Ministry of Corporate Affairs. We have also issued Public Notices in Palghar Sakal Today and Free Press Journal dated December 29, 2014 inviting claims, if any, in respect of the Land. We have also rendered requisitions on title to

MLDL. Based on the documents provided to us, the said searches, and the representations made to us, we are of the opinion that subject to the foregoing MLDL is the owner of the Land and its title to the Land is clear, marketable, and free from all encumbrances.

The Schedule Referred to Above

All those pieces and parcels of freehold non-agricultural land bearing New Gat No.50 Plot No.1 admeasuring 59,334.30 square meters (equivalent to approximately 14.66 Acres) [originally comprised within (1) Gat No.50 Hissa No.1 admeasuring 3 Hectares 96 Ares, (2) Gat No.50 Hissa No.2 admeasuring 0 Hectares 82 Ares, (3) Gat No.51 admeasuring 4 Hectares 45 Ares and (4) Gat No.52 admeasuring 4 Hectares 45 Ares prior to its amalgamation and subdivision] situate, lying and being at Village Kambalgaon, Taluka Palghar, District Thane, and within Registration District of Thane and Registration Sub-District Palghar and within the area of Grampanchayat Kambalgaon, Thane, Maharashtra bounded as follows:

On the East: By Gat No. 50 Plot No. 2, Village Kambalgaon,
On the West: Partly by Existing Road, and partly by boundary of Panchali Village,
On the North: By Gat No. 49, Village Kambalgaon, and
On the South: By boundary of Padghe Village.

Dated this 21st day of January, 2015

For Kochhar & Co.


Partner

ANNEXURE - 6

LIST OF SPECIFICATIONS, FIXTURES, FITTINGS AND AMENITIES

Floor Finishes:

Living, dining, bedroom and kitchen	Vitrified Flooring
Bathrooms	Anti-skid ceramic tiles
Balcony	IPS Flooring

Wall & Ceiling finishes:

WALLS & CEILING	Single coat of acrylic primer, 2 coat of water based acrylic exterior paint or Equivalent (corridor, shaft entrance verandah)
	Single coat of acrylic primer, 2 coat of water based acrylic exterior paint or Equivalent (lifts lobby, balcony)
	Single coat of gypsum or equivalent, Single coat Primer, 2 coats of water based acrylic Distemper or equivalent (living/dining, bedroom, internal passage with basin)
	Single coat of gypsum or equivalent, Single coat Primer, 2 coats of water based acrylic Distemper or equivalent (kitchen, bath, WC)
	Ceramic tiles pasted on plaster/putty/RCC surface (upto 600mm in kitchen, upto 1200mm in bath & upto 1000mm in WC)
	Lime (white wash) (lift shaft & machine room)

Sanitary and CP Fittings

WC	White Color EWC with Cistern
P Trap	White coloured
Cistern	PVC cistern (super) white
Wash basin	Geramic Wash basin (White) With Fixtures
Kitchen sink	18x16x8 inches stainless steel sink of Approved Make
Bib tap	Bib cock for water closet/bathroom
	Long nose bib cock for wash basin and kitchen sink
Angular stop cock	Angular stop cock with wall flange for washing machine
uPVC Pipes	uPVC pipes of required dia in internal plumbing works with all the necessary accessories

M&E Works

Concealed electrical wiring

TV & Telephone point in living

Others

RCC structure and walls constructed using CLC / AAC Blocks

Aluminum / UPVC sliding windows

Doors

FRP/ Wooden Door Frame

Wooden flush shutter in entrance and all bedrooms

Amenities

Sewage treatment plant with treated water for flushing and external landscaping

Lifts in all blocks

Community Hall, Children Activity Area, Multipurpose lawn

CERTIFIED TRUE COPY OF THE EXTRACTS FROM THE MINUTES OF MEETING OF BOARD DIRECTORS OF THE COMPANY HELD ON FRIDAY, 30TH JANUARY, 2015 AT MUMBAI

GRANT OF AUTHORITY

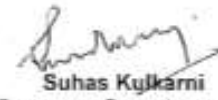
It was mentioned that for the purpose of administrative convenience and efficiency, certain authorities were delegated to various officers, functional heads / branch heads of the Company to enable them to manage day-to-day activities pertaining to their respective areas of operations of the business of the Company. Due to change in personnel as also due to existing authorities getting expired shortly, it was requested to approve issue of fresh authorities in lieu of existing authorities as under :

Name of the person	Purpose / Activity	Period
Severally by any of : i. Mr. Sriram S. Mahadevan, Business Head (Happinest) ii. Mr. Bharat Gothoskar, GM – Sales, Marketing & CRM (Happinest) iii. Mr. Amit Pal, Vice President Projects (Happinest)	To sign and execute Letter(s) of Allotment, Memorandum / Memoranda of Understanding, Agreement(s) for Sale, Lease Deeds, Deed of Apartment/s, Leave & License agreement/s, Supplemental Letter(s) / MOU(s) / Sale Deeds Conveyance/ Agreement(s) of Modification and Variation, Letter(s) / Deed(s) of Cancellation, Call Letter(s), Demand Letter(s), Possession Letter(s) and such other letter(s), deeds, declarations, undertakings, receipts, documents and other writings, as are or may be necessary in respect of the sale, resale, exchange, release and/or cancellation of flats, premises, garages, parking spaces and other saleable areas for the Projects "Happinest – Boisar", Maharashtra. To nominate, constitute and appoint any other person as they deem fit, severally, to appear on their behalf before and lodge for registration with any Registrar or Sub- Registrars of Assurances at appropriate places, any of the aforesaid documents and writings executed by any of them by virtue of the authority hereby conferred on them and to admit execution thereof and get the same duly registered.	With immediate effect upto 31 st March, 2017

The Board considered the above and passed the following resolution :

"RESOLVED THAT the authorities as tabled above before the Board meeting be and are hereby approved."

For Mahindra Lifespace Developers Limited



Suhas Kulkarni
Sr. Vice President – Legal & Company Secretary
FCS 2427



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

MAHINDRA LIFESPACE DEVELOPERS
LIMITED



16/03/1999

Permanent Account Number

For Mahindra Lifespace Developers Ltd.

AAACG8904C

Authorized Signatories

21/12/2007