

Shree
AGREEMENT FOR SALE OF FLAT

Market Value	: Rs. 23,24,500/-
Actual Value	: Rs. 19,00,600/-
Ward No.	: 2-A,
Carpet area	: 399.24 sq. ft.
Village	: MANDA
Stamp Duty	: Rs. 1,62,800/-

THIS AGREEMENT IS MADE AND ENTERED INTO AT KALYAN ON THIS 9th day of February 2023, B E T W E E N:

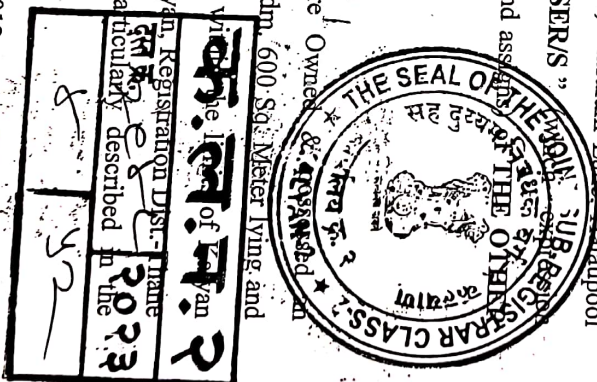
M/S. OM ENTERPRISES a registered partnership firm having its office at Shop No.2,Taj Apartment, Maszid Road, Manda, Tiwala(W), Taluka -Kalyan , Dist.- Thane HEREINAFTER referred to as "PROMOTER/ DEVELOPER" (which expression shall mean and include his heirs, executors, successors, partners, administrators and assigns) of **THE ONE PART,**

AND

(1)MRS. PRATIMA RAJU BARAI Adult Indian, Inhabitant, Aged 30 years,
(2)MR. RAJU KAPILDEV BARAI , Adult Indian, Inhabitant, Aged 34 years, Occ.- Housewife/Service Residing at Gauri Shankar Nagar, Garden Plot, Masarani Lane, Halgaupool Kurla Mumbai 400070, hereinafter referred to as the "PURCHASERS " shall mean include his/her/their heirs, executors, administrators and assigns) of **THE OTHER PART.**

WHEREAS

(a)SHRI SURESH KRISHNAPAL SINGH & OTHERS are Owners & ~~APPROVED~~ immovable land property bearing Survey No. 1 Hissa No. 14/2 adm. 600 Sq. Meter lying and Situate at revenue village- Manda, Taluka -Kalyan, Dist.-Thane, within the limits of Dombivai Municipal Corporation and Sub- Registration Dist.- Kalyan, hereinafter called "THE SAID LAND PROPERTY", more particularly described in the **SCHEDULE.**



(b)by development agreement & Power of Attorney dated 29/12/2012, registered in the Office of Sub- Registrar Kalyan under registration No.10752/2012 & 267/2012 on dtd. 29.12.2012 respectively (hereinafter referred to as "the Development Agreement & General Power of Attorney") more particularly described in the **SCHEDULE** hereinafter, and have granted all right, title claim and interest as their agent to develop the said land property bearing Survey No.1, Hissa No.14/2 admeasuring area about 600 square meters lying and situate at revenue Village- Manda, Taluka- Kalyan, District - Thane, hereinafter called "THE SAID LAND PROPERTY", more particularly described in the **SCHEDULE** hereinafter and to construct thereon building as per the sanctioned plan and also in accordance with the terms and conditions contained in the said Power of attorney.

Wherever in this Agreement it is stipulated that the purchaser/s has to make any payment, in common with other purchaser/s in Project, the same shall be the proportion which the carpet area of the said premises bears to the total carpet area of all the Flats/shops in the Project.

28. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. PLACE OF EXECUTION

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

30. NOTICES

That all notices to be served on the purchaser/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the purchaser/s or the Promoter by Registered Post at their respective addresses specified herein above. It shall be the duty of the purchaser/s and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the purchaser/s, as the case may be.

31. JOINT PURCHASERS

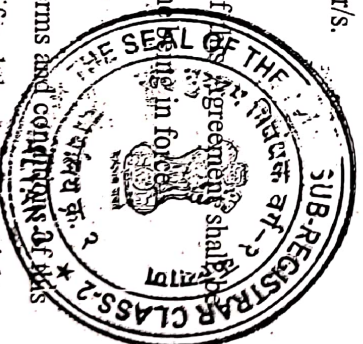
That in case there are Joint purchaser/s all communications shall be sent by the Promoter to the purchaser/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the purchaser/s.

32. GOVERNING LAW

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

33. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.



2023	2023
2023	2023
2023	2023



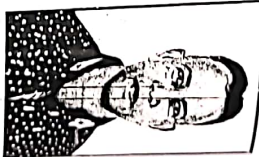
SCHEDULE OF THE PROPERTY

ALL THAT piece and parcel of non-agricultural land property bearing Survey No.1, H. No. 14/2, adm. 600 Sq. Meter, & Survey No. 1, H. No.14/1/2, adm. 700 Sq. Meter, total area adm. 1300 Sq. Meter lying and situate at revenue Village- Manda Taluka - Kalyan, Dist. - Thane, within the limits of Kalyan Dombivai Municipal Corporation and Sub - Registration Dist. Kalyan and Registration District-Thane, on which building by name 'SHREEMAN RESIDENCY Wing " B" constructed by promoter and purchased by purchaser flat/shop/ garage/ office as under :

Village	Survey No	Hissa No	Flat No	Floor	Carpent area(sq. ft)
Manda	1	14/2	501	5th	399.24 sq. ft.
Manda	1	14/1/2			

IN WITNESSES WHEREOF the parties hereto have set their respective hands and seals the day and year first herein above written.

SIGNED, SEALED AND DELIVERED by the within named 'Promoter/ Developers / First Party M/S. OM ENTERPRISES, through its Partner SHRI SURESH KRISHN MAL SINGH in the presence of witnesses :

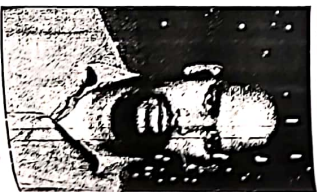
For
OM ENTERPRISES,
Partner




SIGNED, SEALED AND DELIVERED by the within named 'Purchaser/Second Part (1) MRS. PRATIMA RAJU B. RAI in the presence of witnesses :


प्रतिमा राजु बर


श.रा.ब.रा. ?
प्रा.प्र. २२६५/२०२३
१०५२
MRS. RAJIB KAPHEDEV B. RAI
in the presence of witnesses;


पारम
(Purchasers)



WITNESSES:

1. 

2. 



Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT

FORM 'C'

[See rule 6(a)]

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

P51700024873

Project: **SHREEMAN RESIDENCY B AND C** WIN/lot Bearing / CTS / Survey / Final Plot No.: **SURVEY NO 1 HISSA NO 14/2, 14/1/2 at Manda, Kalyan, Thane, 421605;**

1. Om Enterprises having its registered office / principal place of business at Tehsil: **Kalyan, District: Thane, Pin: 421605.**

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

- The promoter shall enter into an agreement for sale with the allottees;
- The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
- The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (l) of sub-section (2) of section 4 read with Rule 5;

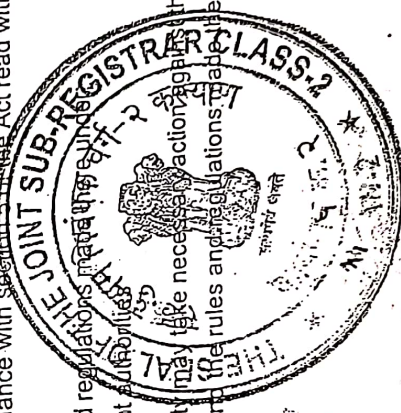
OR

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

- The Registration shall be valid for a period commencing from 09/03/2020 and ending with 31/12/2028 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.

- The promoter shall comply with the provisions of the Act and the rules and regulations made thereunder.
- That the promoter shall take all the pending approvals from the competent authorities.

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



Signature valid

Digitally Signed by

Dr. Vasant Armanand Prabhu
(Secretary, MahaRERA)

Date: 11-03-2020 13:28:02

क. ल. नं. २
१५/०३/२०२०
३५/५२

Dated: 09/03/2020

Place: Mumbai

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



(सुधारित बांधकाम परवानगी)

श्री.शशीधर दिलवर खान व इतर श्रीमती शोभा अशोक जाधव कुमुपधारक-ने.ओम एन्टरप्रायझेस तर्फे श्री. सुरेश क.सिंह वास्तु -श्री.अनिरुध्द दास्ताने, वास्तुशिल्पकार,कल्याण. स्थापत्य अभियंता - श्री. अटुल कुडतरकर, बदलापुर (पू.)

विषय:-मोजे-मांडा स.नं.१, हि.नं.१४/२, स.नं.१, हि.नं.१४/१/२ या भुखंडावर सुधारित बांधकाम करान्याच्या मंजूरीबाबत.

संदर्भ:-१) सुधारित बांधकाम प्रारंभ प्रमाणपत्र जा.क्र.कडोमपा/नरदि/बांघ/क.वि/२०१६-१७ /१७३/१३१, दि.२८/१२/२०१८

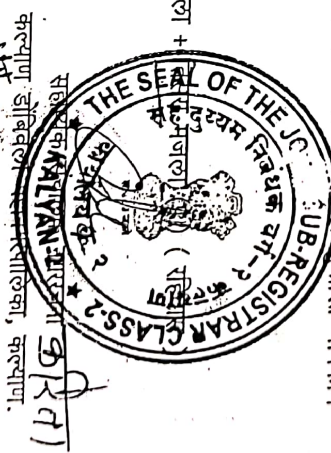
२) भाग बांधकाम पुर्णत्वाचा दाखला जा.क्र.कडोमपा/नरदि/सीसी/OCC/३४०/१८, दि.३१/१२/२०१८

३) आवेदक यांचा दि. ३०/०१/२०१९ रोजीचा श्री.अनिरुध्द दास्ताने, (वास्तु) कल्याण यांचे माफहत सादर केलेला अर्ज

महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ चे कलम ४४ तसेच म.प्र.व न.र. अधिनियम १९६६ चे कलम ४५ नुसार मोजे-मांडा स.नं.१, हि.नं.१४/२, स.नं.१, हि.नं.१४/१/२ येथे ११४९.०० चौ.मी. क्षेत्राच्या भुखंडावर एकिकरण करून ७०७.४० चौ.मी. चवई क्षेत्राकरिता संदर्भ क्र.१ अन्वये सुधारित बांधकाम परवानगी प्रदान करण्यात आलेली आहे. संदर्भिय पत्र क्र.२ नुसार आवेदकास विंग अे पहिला मजला. ते चौथा मजला क्षेत्र ५४७.३२ चौ.मी. करिता भाग बांधकाम पूर्णत्वाचा दाखला प्रदान करण्यात आलेला आहे. तसेच संदर्भिय पत्र क्र. ३ अन्वये ११२.८१ चौ.मी. जिना अधिमुल्य क्षेत्र वापरून विकास करावयास मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९चे कलम २५३ अन्वये बांधकाम करण्यासाठी केलेल्या दिनांक ३०/०१/२०१९ च्या अर्जास अनुमूलन पुढील शर्तीस राहून स.नं.१, हि.नं.१४/२, १४/१/२ या एकत्रित ११४९.०० चौ.मी. क्षेत्राच्या भुखंडावर गुप्तच्या मालकीच्या जागेत ६२२.९७ चौ.मी. चवई क्षेत्राकरिता हिरव्या रंगाने दुसरी दाखविल्याप्रमाणे रहिवासी इमारतीच्या बांधकामाबाबत सुधारित बांधकाम परवानगी देण्यात येत आहे. इमारतीच्या व जागेच्या मालकी हक्का संदर्भात कुठलाही वाद निर्माण झाल्यास त्याला सर्वस्वी आपण जबाबदार राहाल या अटीवर ही सुधारित बांधकाम परवानगी देण्यात येत आहे.

इमारत विंग A - तळ मजला (रहिवास)

इमारत विंग B - तळ (पै.) स्टील्ड (पै.) + पहिला मजला, दुसरा मजला +



- १) सदर सुधारित बांधकाम परवानगी दिल्याचे ताखेबासून एक वर्षांपर्यंत वेध असेल. तसेच नंतर नवीन बांधकाम करताना त्यावेळी आस्त्यात आलेल्या नियमांच्या व नियोजित विकास योजने अनुषंगाने छाननी करण्यात येईल.
- २) नकाशात हिरव्या रंगाने केलेल्या दुर्गल्या आपल्यावर बंधनकारक राहतील.
- ३) बांधकाम चालू करायपूर्वी सात दिवस आधी महापालिका कार्यालयास लेखी कळवण्यात यावे.
- ४) ही परवानगी आपल्या मालकीच्या कब्जातील जमीनीव्यतिरिक्त अन्य जमीनीवर बांधकाम/विकास करणेबाबत बांधकाम/विकास करणेबाबत बांधकाम केल्या-बाबतचे प्रमाणपत्र महानगरपालिकेस सादर करण्यात यावे, व ते या कार्यालयाकडून तपासून घेऊन "जोता पुर्णत्वाचा दाखला" घेण्यात यावा व त्यानंतरच पुढील बांधकाम करण्यात यावे.
- ५) सदर अभिन्यासात कोणत्याही प्रकारचा फेरफार पुढे परवानगी घेतल्याशिवाय करू नये, तसे केल्याचे आढळून आल्यास सदरचे बांधकाम प्रारंभ प्रमाणपत्र रद्द झाले असे समजण्यात येईल.
- ६) इमारतीच्या बांधकामाच्या सुरक्षिततेची (स्ट्रक्चरल सेफ्टी) जबाबदारी सर्वस्वी आपले. वास्तुशिल्पकार व स्थापत्य विशारद यांचेवर राहिल.
- ७) नकाशात दाखविलेल्या गाळ्यांच्या संख्येमध्ये व नियोजनामध्ये पूर्वपरवानगीशिवाय बदल करू नये. तसेच व्हॉलंट्या इतदी इमारती भोवती भोकळ्या सोडावयाच्या जागेत बदल करू नये व त्यामध्ये कोणत्याही प्रकारचे बांधकाम करू नये.
- १०) नागरी जमीन कमाल मर्यादा अधिनियम १९७६ मधील तरतुदी प्रमाणे जागा बांधित होत असल्यास त्याची सर्वस्वी जबाबदारी आपलेवर राहिल.

क्र. २१२	१५२
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(क.प्र.म.प.)

APPENDIX 'D-1'

FORM FOR SANCTION OF BUILDING PERMISSION AND COMMENCEMENT CERTIFICATE

To,

Mr. Sharif Dilavar Khan & Smt. Shobha Ashok Jadhav & Others
P.O.A. M/s Om Enterprises Through Mr. Stresh K. Singh
Architect – Mr. Anirudha S. Dasfane, Kalyan
Structural Engineer - Mr. Atul Kudatarkar, Kalyan

Sir,

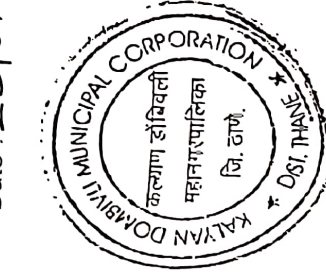
With reference to your application dated 29/03/2021 for the grant of sanction of Commencement Certificate under Section 44 of The Maharashtra Regional and Town Planning Act, 1966 read with Section 253 of Maharashtra Municipal Corporations Act, 1949 to carry out development work / Building on S No.1/14/2 & 1/14/1/2 Mauje- Manda the Commencement Certificate/ Building Permit is granted under Section 45 of the said Act, subject to the following conditions:

1. The land vacated in consequence of the enforcement of the set-back rule shall form part of the public street in future.
2. No new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy certificate is granted.
3. The Commencement Certificate/ Building permit shall remain valid for a period of one year commencing from the date of its issue unless the work is not commenced within the valid period.
4. This permission does not entitle you to develop the land which does not vest in you.

Office No. KDMC/TPD/BP/KD/2013-14/173/198

Office Stamp

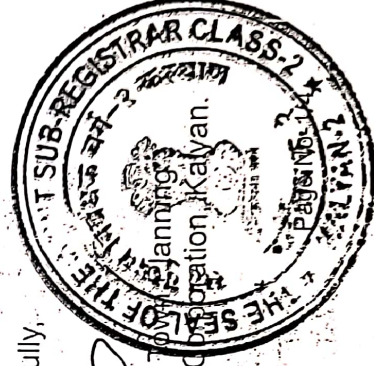
Date : 28/07/2021



Yours faithfully,

A. G. Jadhav
for Assistant Director of Town Planning
Kalyan Dombivali Municipal Corporation, Kalyan.

WT



श. न. न. ?	
28/07/2021	2021
83	22

OM ENTERPRISES

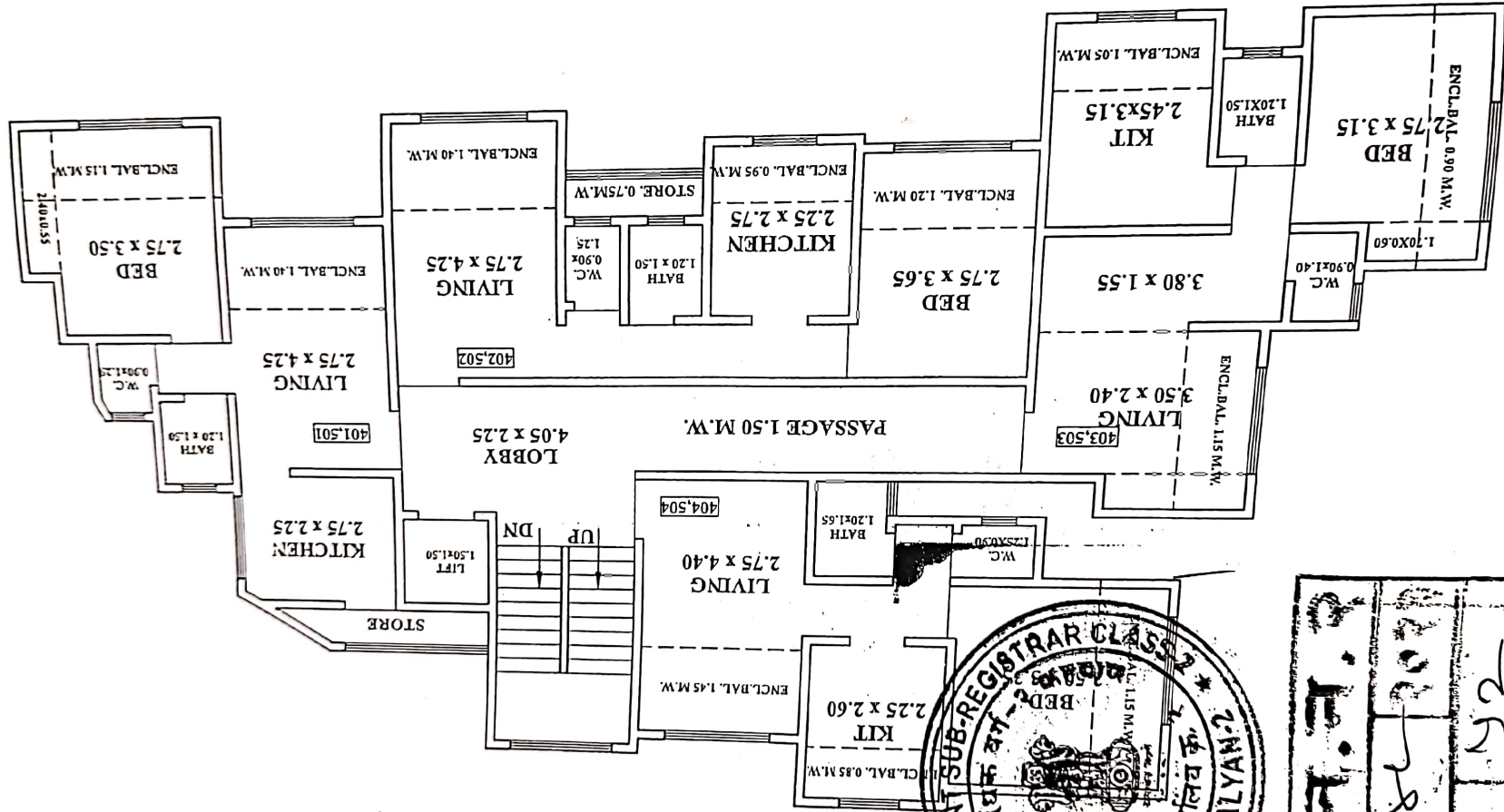


Handwritten notes in a rectangular box:

2021/2022

2021/2022

2021/2022



DRAWING TITLE

DEVELOPERS

A. S. DASTANE & ASSOCIATES
ARCHITECTS & INTERIORS DESIGNERS



29/02, 8:31 AM

Index-11

सूची क्र.2

दुय्यम निबंधक : सह इ.नि. कल्याण 2

दस्त क्रमांक : 2948/2023

नोंदणी :

Regnt:63m

गावाचे नाव : मांडा

- (1) निवेदाचा प्रकार
(2) मोबदला
(3) बाजारभाव/भाडेपट्ट्याच्या बाबतीतपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)

अभिहस्तांतरण
1900600
2324500

- (4) भू-मापन, पोटहिस्ता व घरक्रमांक(असल्यास)

1) पालिकेचे नाव:कल्याण-डोंबिवली इतर वर्णन : इतर माहिती: मौजे-मांडा स.न. 1 हि.न. 14/2, व स.न. 1 हि.न. 14/1/2 श्रीमान रेसिडेन्सी विंग बी 5वा मजला सर्वतिका न. 501 क्षेत्र 399.24 चौ.फूट. कापेट(Survey Number : 1/14/2, & 1/14/1/2 ;)

- (5) क्षेत्रफळ

1) 399.24 चौ.फूट

- (6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.

1) नाव:-ओम इंटरप्राइजेज लॅफे भागीदार सुरेश कृष्णपाल सिंह वय:-; पत्ता:-प्लॉट नं. - माळा नं. - इमारतीचे नाव: ताज अपार्टमेंट मॉडिर्न रोड ब्लॉक नं. - रोड नं: मांडा, महाराष्ट्र, ठाणे. पिन कोड:-421605 पॅन नं:- AXXPS9394P

- (8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता

1) नाव:-प्रविमा राजू बर्डे- वय:-30;पत्ता:-प्लॉट नं. - माळा नं. - इमारतीचे नाव: गौरीशंकर नगर मसराणी पॅन कुर्ली मुंबई, ब्लॉक नं. - रोड नं. - महाराष्ट्र, मुंबई. पिन कोड:-400070 पॅन नं:-BXHPB4566M
2) नाव:-राजू कपिलदेव बर्डे- वय:-34; पत्ता:-प्लॉट नं. - माळा नं. - इमारतीचे नाव: गौरीशंकर नगर मसराणी पॅन कुर्ली मुंबई, ब्लॉक नं. - रोड नं. - महाराष्ट्र, मुंबई. पिन कोड:-400070 पॅन नं:-

- (9) दस्तऐवज करून दिल्याचा दिनांक

09/02/2023

- (10) दस्त नोंदणी केल्याचा दिनांक

09/02/2023

- (11) अमुक्रमांक, बंड व पृष्ठ

2948/2023

- (12) बाजारभावाप्रमाणे मुद्रांक शुल्क

163000

- (13) बाजारभावाप्रमाणे नोंदणी शुल्क

23250

- (14) शेरत

ग.सह. दुय्यम निबंधक वर्ग-२
कल्याण क्र. २

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

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

