

Receipt (part)

71/4892  
Wednesday, March 01, 2023  
11:38 AM

प्राप्ती

Original/Duplicate

नोंदणी क्र.: 39म  
Regn.: 39M

नोंदणी क्र.: 5396  
दिनांक: 01/03/2023

नोंदणी क्र.: 5396  
दिनांक: 01/03/2023  
मार्च महिनेची नोंदणी  
करीबत नोंदणी क्र.: 5396  
दिनांक: 01/03/2023

नोंदणी क्र.: 30000.00

नोंदणी क्र.: 30000.00

रक्कम: ₹ 30840.00

रक्कम:

नोंदणी क्र.: 30000.00  
दिनांक: 01/03/2023  
मार्च महिनेची नोंदणी  
करीबत नोंदणी क्र.: 5396  
दिनांक: 01/03/2023

Joint Sub Registrar Kalvan 2  
(महो) श्री. साहिब

श्री. वृद्धा नोंदणी क्र. 2  
करीबत नोंदणी क्र. 2

नोंदणी क्र.: 30000.00  
दिनांक: 01/03/2023  
मार्च महिनेची नोंदणी  
करीबत नोंदणी क्र.: 5396  
दिनांक: 01/03/2023

नोंदणी क्र. 2

6  
2023

2023  
2023

2/02/2023  
2/02/2023

NOTE:- This challan is valid for document to be registered in Sub Registrar Office only. For unregistered document, this challan is not valid. Mobile No. 9821429790

GRN MH015541100202223E		BARCODE		Date 18/02/2023-18:04:19	Form ID 25.2
Department Inspector General Of Registration		Payer Details		Stamp Duty	
Type of Payment Registration Fee		TAX ID / TAN (If Any)		Full Name	
Office Name KLN2,KALYAN 2 JOINT SUB REGISTRAR		TEJAS RATAN KALE		Location THANE	
Year 2022-2023 One Time		Flat/Block No.		Premises/Building	
Amount In Rs.		Road/Street		Area/Locality	
0030046401 Stamp Duty		VILLAGE GAURIPADA		30000.00	
9030063301 Registration Fee		Town/City/District		PIN	
Remarks (If Any)		PAN2=ESP9609L-SecondPartyName=DATATRAY HOUSING DEVELOPERS-		Amount In Words	
Two Lakh Seventy Nine Thousand Four Hundred Rupees		Amount In Rs.		2,79,400.00	
Total		Bank CIN		Bank Date	
0004007702302163334 IK0CC00C04		18/02/2023-18:24:05		STATE BANK OF INDIA	
Name of Bank		Bank Branch		Scroll No. Date	
Name of Branch		Not Verified with Scroll		9821429790	



CHALLAN  
MTR Form Number-6





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CHALLAN  
MTR Form Number-6



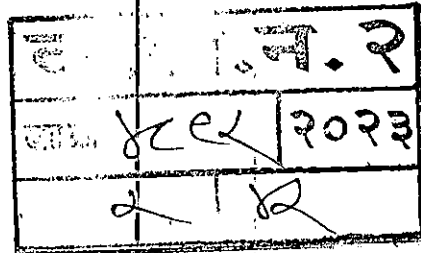
GRN	MH016088190202223E	BARCODE	[Barcode]		Date	28/02/2023-19:32:47	Form ID	25.2
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Stamp Duty Registration Fee			TAX ID / TAN (If Any)				
Office Name	KLN2-KALYAN 2 JOINT SUB REGISTRAR			PAN No.(If Applicable)	BWZPR8258R			
Location	THANE			Full Name	RAVINDRA J RAUT			
Year	2022-2023 One Time			Flat/Block No.	FLAT NO. 706 BLDG / WING B SHRUSHTI			
				Premises/Building	AVENUE			
Account Head Details				Amount In Rs.				
0030046401 Stamp Duty				72,000.00		Road/Street		
0030063301 Registration Fee				30000.00		Area/Locality		
						Town/City/District		
						PIN		
						4 2 1 3 0 1		
						Remarks (If Any)		
						PAN2=ARGPK8102L~SecondPartyName=TEJAS R KALE~		
						Amount In		
						One Lakh Two Thousand Rupees Only		
Total				1,02,000.00		Words		
Payment Details				STATE BANK OF INDIA		FOR USE IN RECEIVING BANK		
Cheque-DD Details				Bank CIN	Ref. No.	000405729230284786 IK0CCYNWG5		
Cheque/DD No.				Bank Date	FBI Date	28/02/2023-19:24:33 Not Verified with RBI		
Name of Bank				Bank-Branch		STATE BANK OF INDIA		
Name of Branch				Scroll No. , Date		Not Verified with Scroll		

Department ID :

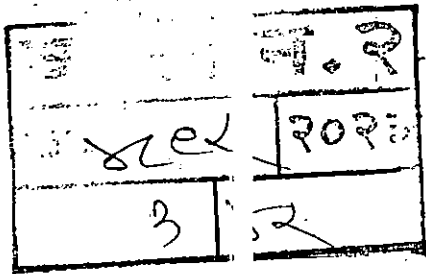
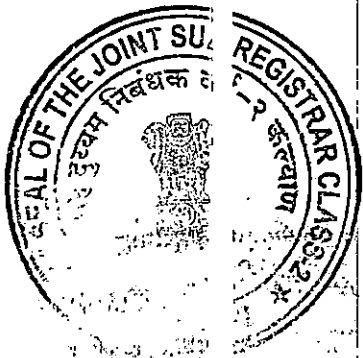
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलन केवल दुस्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करतावयाच्या दस्तासाठी सदर चलन लागू नाही.

Mobile No. : 9821429790



Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	28022023	463	Date 28/02/2023
Received from RAVIN RA J RAUT , Mobile number 9821429790, an amount of Rs.840/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office Joint R.Kalyan 2 of the District: Thane.			
Payment Details			
Bank Name	SBIN		Date 28/02/2023
Bank CIN	10004152	3022814086	REF No. IGAPFCXGU9
This is computer generated receipt, hence no signature is required.			



Flat No. 706, on 7<sup>th</sup> Floor, in Building / Wing "B",  
in the Building Scheme know as "SHRUSHTI AVENUE"

Flat Area : 40.62 sq. meters (Carpet)  
Plus 4.60 sq. meters of Patio Area  
Market Value : Rs. 35,61,500/-  
Actual Value : Rs. 29,00,000/-

**AGREEMENT FOR SALE**

THIS AGREEMENT is made at KALYAN

On this 01<sup>st</sup> day of MARCH 2023

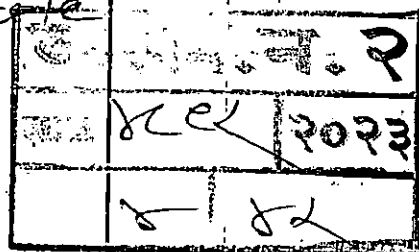
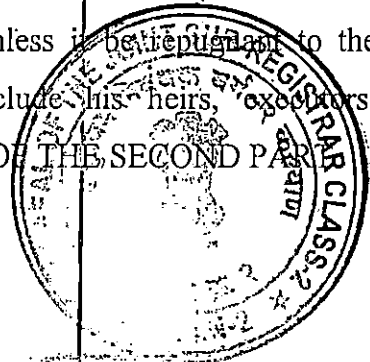
**BETWEEN**

Mr. TEJAS RATAN KALE, aged about 41 years, Pan No. ARGP K8102L, Occupation: Service / Business, Residing at 140, Janardhan Kale Chawl, Chikanghar, Milind Nagar, Gauripada Road, Kalyan (W) - 421301, District Thane, hereinafter called and referred to as the "VENDOR" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, executors, administrators and assigns) being the PARTY OF THE FIRST PART.

**AND**

Mr. RAVINDRA JALINDAR RAUT, aged 28 years, Pan No. BWZPR8258R, Occupation: Service / Business, residing at Room No. 4, Ratan Kale Chawl, Milind Nagar, Mothe Shahad, Gauripada Road, Koliwada, Kalyan (W)- 421301, hereinafter called and referred to as "PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, executors, administrators and assigns) being the PARTY OF THE SECOND PART.

**WHEREAS**



(i) THE Vendor herein is the owner and/or otherwise well and sufficiently entitled to all the premises being Flat bearing No. 706, on 7<sup>th</sup> Floor, admeasuring 40.2 sq. meters Carpet Plus 4.60 sq. meters of Patio Area in Building / Wing "B" in the building scheme known as "SHRUSHTI AVENUE", lying being and situated at Village Gauripada, Taluka Kalyan, District Thane, constructed on all those pieces and parcels of lands bearing Survey No. 43 Hissa No. 2 and Survey No. 44 Hissa No. 2 and within the limits of Kalyan Dombivali Municipal Corporation and within the Jurisdiction of Registration District Thane and Sub-Registration District Kalyan, hereinafter called and referred to as the "SAID PREMISES" and is more particularly described in the SCHEDULE hereunder written.

(ii) That Vendor herein has by and under Agreement for Sale dated 20/02/2023, registered at the Office of Sub-Registrar of Assurances at Kalyan under Serial No. KLN2 - 4005 / 2023 dated 20/02/2023 made and executed between M/s. Dattatray Housing Developers, a Sole Proprietary Concern, through its Sole Proprietor, Shri Kishor Dattatarya Desai, having address at Vastu Kirti Bunglow, Flower Valley, Bhiwandi-Murbad Road, Khadakpada, Kalyan (W), District Thane, as the Builders / Promoters and the Vendor herein, herein called and referred to as Purchaser, the Vendor herein had purchased / acquired the said premises at and for the consideration and on the terms and conditions as mentioned therein and has paid the full and final consideration thereof and is in absolute and peaceful possession of said premises as absolute owner.

THAT the Vendor is desirous of selling the said premises to intending purchaser/s.

(iv) THAT coming to know the said fact the Purchaser herein approached the Vendor and shown his willingness to purchase the said premises. That

the Vendor represented to Purchaser that he is well and sufficiently entitled to said premises and his title to the said premises is clear and marketable and free from all encumbrances and charges and as absolute owner he is

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T. R. K. Desai

well and sufficiently entitled to sell, transfer the said premises to intending Purchaser/s and appropriate the sale proceed arising there from for his exclusive use and benefits. That on being protracted meeting between Vendor and Purchaser herein, the Vendor has agreed to sell, transfer the said Premises along with occupancy rights in respect of the said Premises together with fixtures attached to it and the electric meter connection and together with right to become member of the Co-Operative Housing Society to be formed by the occupants of the said building at and for the lump sum price / consideration of Rs. 29,00,000/- (Rupees Twenty Nine Lakhs Only) to the Purchaser herein on the terms and conditions mutually agreed to and appearing hereinafter.

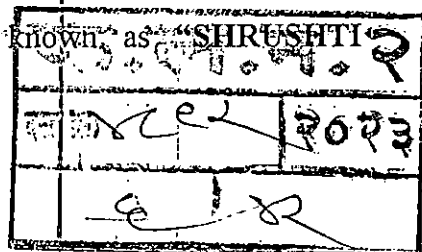
(v) THE Vendor has requested the Builder / Promoter i.e. M/s. Dattatray Housing Developers, a Sole Proprietary Concern, to admit the Purchaser herein to the membership of the Co-operative Housing Society to be formed by occupants of the said building and to transfer the Share money and other deposits standing in his name in favour of the Purchaser herein and said M/s. Dattatray Housing Developers, a Sole Proprietary Concern, have no objection for such sell, transfer of the said Premises in favour of the Purchaser and in confirmation thereof and to effectuate the legal and perfect transfer of the said premises in favour of the Purchaser herein, said M/s. Dattatray Housing Developers, a Sole Proprietary Concern, has agreed to give its no objection.

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

- 1) THE VENDOR has agreed to sell, assign and transfer unto the Purchaser and the Purchaser has agreed to purchase and acquire on what is more popularly known as ownership basis all that premises being Flat bearing No. 706, on 7<sup>th</sup> Floor, admeasuring 40.62 sq. meters Carpet Plus 4.60 sq. meters of Patio Area in Building / Wing "B" in the building scheme known as "SHRUSHTI"

T. R. Kule

*[Signature]*





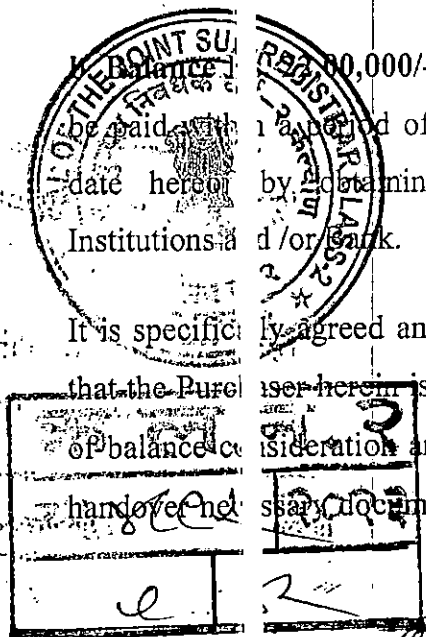
AVENUE , lying being and situated at Village Gavripada, Taluka Kalyan, District Thane, constructed on all those pieces and parcels of lands bearing Survey No. 43 Hissa No. 2 and Survey No. 44 Hissa No. and within the limits of Kalyan Dombivali Municipal Corporation and within the Jurisdiction of Registration District Thane and Sub-Registration District Kalyan, hereinafter called and referred to as the "SAID PREMISES" and is more particularly described in the SCHEDULE hereunder written, together with right to become member of the Co-Operative Housing Society Limited as and when termed of the occupants of the said building along with fixture attached to said premises and electric meter to said premises absolutely and forever and free from all encumbrances to the Purchaser herein at and for the lump sum price / consideration of Rs. 29,00,000/- Rupees Twenty Nine Lakhs Only).

2) The Purchaser has agreed to pay the said consideration of Rs. 29,00,000/- Rupees Twenty Nine Lakhs Only) to the Vendor herein in the following manner :

a. Rs. 7,00,000/- (Rupees Seven Lakhs Only) paid by Cheque bearing No. 36276, Drawn on Axis Bank Limited, Ram Mandir, Mumbai branch dated 23.02.2023. (Payment and receipt whereof the Vendor doth hereby admit, acknowledge, acquit and discharge the Purchaser absolutely and forever).

Rs. 22,00,000/- (Rupees Twenty Two Lakhs Only) to be paid within a period of 45 (Forty Five) working days from the date hereof by obtaining Housing loan from any Financial Institutions and/or Bank.

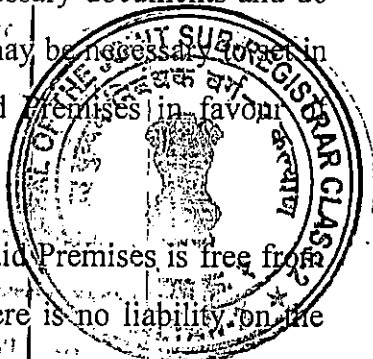
It is specifically agreed and understood by and between the parties that the Purchaser herein is going to avail housing loan for payment of balance consideration and accordingly Vendor herein shall give, handover necessary documents such as original Agreement for sale,



T. R. Kale *[Signature]*

registration receipt thereof, N.O.C. etc., to Purchaser herein for the said purpose. The payment of balance consideration is subject to satisfactory completion of the documentation as may be required for processing the loan application of the Purchaser herein with the Housing Finance Companies / Banks. The Vendor will co-operate with such Housing Finance Companies / Banks for said purpose.

- 3) That Vendor has agreed to hand over vacant and peaceful possession of said premises to the Purchaser herein on receipt of full and final consideration as envisaged in these presents.
- 4) THE Vendor has not entered into any agreement for sale, transfer or letting out the said premises with any other person and he is in exclusive and absolute possession and occupation of the said premises. That the Vendor is not restrained either under Income-Tax Act or Gift Tax Act or any other statute from selling or transferring the said premises.
- 5) IT is agreed and understood by and between the parties that the Vendor is liable and responsible to clear all dues, taxes, cesses, M.S.E.B. charges and other out goings in respect of the said premises till the date of handing over the possession of said premises and after handing over of possession of said premises to Purchaser herein, he will be liable and responsible for the same.
- 6) THE Vendor upon entering into this agreement agrees to sign and execute or get signed and executed all necessary documents and do all such acts, deeds, matters and things as may be necessary to set in motion the process of transfer of the said premises in favour of Purchaser.
- 7) THE Vendor declares that the title to the said Premises is free from all charges, lien and encumbrances and there is no liability on the said Premises and the said Premises is not mortgaged with any one and in the event of any objection or claim preferred by any person



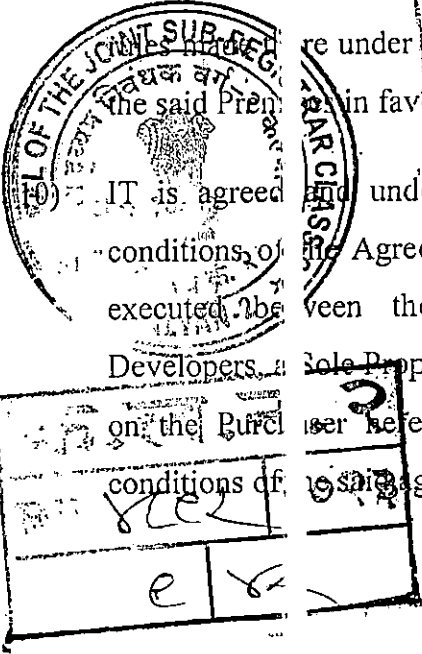
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T. R. Kulkarni *[Signature]*

over the said Premises, then Vendor shall be liable and responsible for the same and the Vendor shall indemnify and keep indemnified the Purchaser for any loss occasioned to and / or sustained by the Purchaser on account of objection or claim by any third party.

8) THE Vendor has requested said M/s. Dattatray Housing Developers, a Sole Proprietary Concern, to substitute the Purchaser name in the records in the name of the Purchaser and /or his nominees and also to admit the Purchaser to the membership of the Co-operative Housing Society as and when formed of the occupants of said building, and said M/s. Dattatray Housing Developers, a Sole Proprietary Concern, has agreed and consented for the same and in confirmation thereof have agreed to give their no objection. THE Purchaser has agreed to render utmost co-operation to said M/s. Dattatray Housing Developers, a Sole Proprietary Concern, for formation and registration of the Co-Operative Housing Society and will perform all the acts, things, deeds, obligations of the Vendor herein in respect of the said Premises for formation of the Co-Operative Housing Society.

9) THE parties hereby agree to abide by the provisions of the MAHARASHTRA OWNERSHIP FLATS ACT, 1963 and MAHARASHTRA CO-OPERATIVE SOCIETIES ACT as also

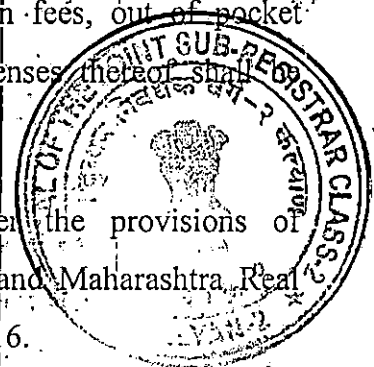


the parties are under to effectuate the legal and perfect transfer of the said Premises in favour of the Purchaser herein.

IT is agreed and understood by the parties that the terms and conditions of the Agreement For Sale dated 20.02.2023 made and executed between the Vendor and M/s. Dattatray Housing Developers, a Sole Proprietary Concern, shall always remain binding on the Purchaser herein and he shall abide by the terms and conditions of the said agreement.

T- R. K. K. K. K.

- 11) IT is agreed and understood by and between the parties that the aforesaid consideration includes the cost of electric meter fixed to said premises.
- 12) The Purchaser shall as absolute owner be entitled to occupy hold and enjoy the said premises peacefully and quietly and without any interruption from the Vendor or any person or persons claiming through or under the Vendor or otherwise claiming title to the said premises.
- 13) ALL the relevant papers and the receipts of the payments made by the Vendor in respect of the said Premises shall be delivered to the Purchaser.
- 14) The Vendor had purchased / acquired the said premises from M/s. Dattatray Housing Developers, a Sole Proprietary Concern, and he had executed the said Agreement For Sale dated 20/02/2023 with said M/s. Dattatray Housing Developers, a Sole Proprietary Concern, in respect of said premises and has paid stamp duty of Rs. 2,49,400/- on said Agreement For Sale dated 20/02/2023 and now the Vendor herein is transferring said premises to the Purchaser herein within a period of three year from the date of said agreement and so the Purchaser herein has adjusted the stamp duty chargeable under Article 5 of Bombay Stamp Act 1958 and hence, stamp duty of an amount of Rs. 72,000/- is affixed on the present Agreement.
- 15) ALL expenses in connection with this Agreement and expenses in connection with the stamp duty, registration fees, out of pocket expenses, legal charges and incidental expenses thereof shall be borne and paid by the Purchaser herein only.
- 16) The present Agreement is executed under the provisions of Maharashtra Ownership of Flats Act 1963 and Maharashtra Real Estate (Regulation and Development) Act, 2016.



*[Handwritten signature]*

T. R.

20/02/2023	
90	2

SCHEDULE

ALL that Flat bearing No. 706, on 7<sup>th</sup> Floor, admeasuring 40.62 sq. meters Carpet Plus 4.60 sq. meters of Patio Area in Building / Wing "B" in the building scheme known as "SHRUSHTI AVENUE", lying being and situated at Village Gawipada, Taluka Kalyan, District Thane, constructed on all those pieces and parcels of lands bearing Survey No. 43 Hissa No. 2 and Survey No. 44 Hissa No. 2 and within the limits of Kalyan, Dombivali Municipal Corporation and within the Jurisdiction of Registration District Thane and Sub-Registration District Kalyan, together with right to become member of the Co-Operative Housing Society Limited as and when formed of the occupants of the said building.

IN WITNESS WHEREOF, the parties hereto have set and subscribed their respective signatures to this writing on the day and the year first hereinabove mentioned.

SIGNED & DELIVERED

by the within named  
VENDOR  
MR. TEJAS RATA

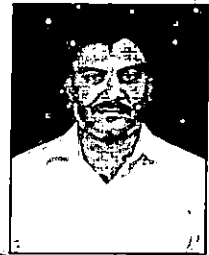
SIGNED & DELIVERED  
by the within named  
PURCHASER

MR. RAJENDRA J. LINDAR RAUT  
WITNESS Sachin N. Lant pagar  
(Kalyan)

2. SHAIKH Z. MIR. HASAN  
KALYA.



T R KALE



Raut



Suresh

Shau

5

गांव गोरिपाडा

गा.न.क्र. ७ व १२

तालुका कल्याण

भूमापन क्रमांक <u>०३/२</u>	भुमा.वा.चा. उपविभाग	भू-धारण प्रकार	शेताचे स्थानिक नांव -	शेताचे स्थानिक नांव - <u>१) बाळ्या किठन कांबळे</u> <u>२) सावित्रीबाई यांच्या गायब्यास</u>	खाते क्रमांक
लागवडा एकर गुटे	हेक्टर आर प्रती	योग्य क्षेत्र चौ.वार	चौ.मिटर	कुळाचे नांव - रु. पेसे	खंद
एकर	०.०२६	१	०.०२६	इतर अधिकार - <u>३</u> <u>३३९</u> <u>९६१</u>	<u>४३३</u>
पो.ख. लागवडी योग्य नसलेली	वर्ग (अ)	वर्ग (ब)	एकर		
आकारणी	रु. पेसे	जडी अथवा विशेष आकारणी	९२५		
	एकर		९२५		

गा.न.क्र. १२ (शिकाची नोंदवही)

क्र.	हंगाम	विक्रीखालील क्षेत्र				पडीत व विकास निरूपयोगी अशा जमिनीचा तपशील		जमीन करणाऱ्याचे नांव	शेण
		विक्रीखालील क्षेत्र		निर्गळपिकाचे क्षेत्र		स्वरूप	हेक्टे		
१		विक्रीखालील क्षेत्र	विक्रीखालील क्षेत्र	विक्रीखालील क्षेत्र	विक्रीखालील क्षेत्र	१२	३		
२									
३									
४									
५									
६									

२०१३/१४

अस्सल बरहुकम खरी नक्कल रुजू असे.



२०१३/१४  
३४ ७५

२०१३/१४  
१२ ४२

Handwritten notes and stamps at the top right, including a date '28' and some illegible text.



Handwritten notes and stamps below the Registrar stamp, including a date '23' and other illegible text.



Handwritten text at the top left, possibly a name or title.

Handwritten text in the center, possibly a date or reference number.

क्र	वर्ग	प्राप्ति	विवरण	दिनांक	वर्ग	वर्ग	वर्ग	वर्ग	वर्ग	वर्ग
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क्र	वर्ग	प्राप्ति	विवरण	दिनांक	वर्ग	वर्ग	वर्ग	वर्ग	वर्ग	वर्ग
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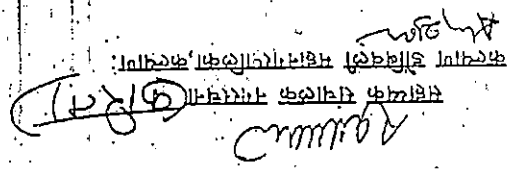
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 ಸಹಾಯಕ ಮುಖ್ಯ ಕಾರ್ಯದರ್ಶಿ  
 ಕರ್ನಾಟಕ ಸರ್ಕಾರ  
 ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಕಾರ್ಯಾಲಯ

ದಿನಾಂಕ: ೨೦೧೬

ಅರ್ಜಿ ಸಂಖ್ಯೆ: ೨೦೧೬/೨೦೦೦  
 ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಕಾರ್ಯಾಲಯ  
 ಬೆಂಗಳೂರು

ಈ ಉದ್ದೇಶದಿಂದ ಸರ್ಕಾರದ ಕಾರ್ಯಾಲಯ  
 ಬೆಂಗಳೂರು

ಈ ಉದ್ದೇಶದಿಂದ ಸರ್ಕಾರದ ಕಾರ್ಯಾಲಯ  
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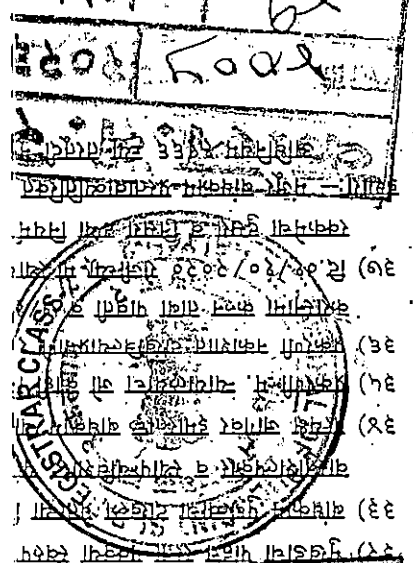
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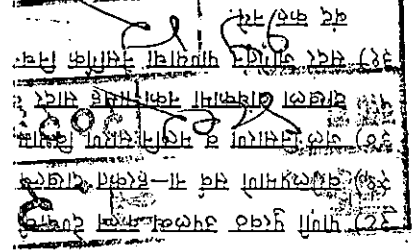
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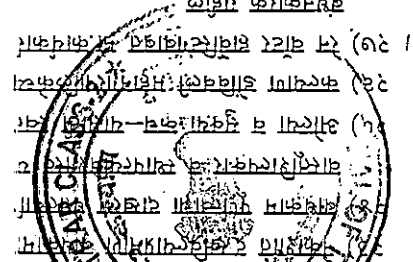
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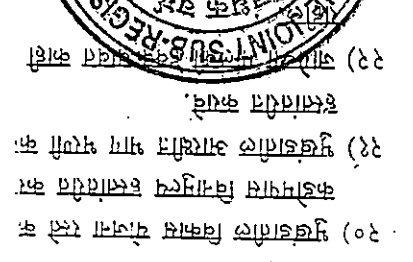
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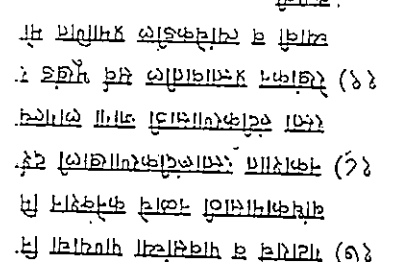
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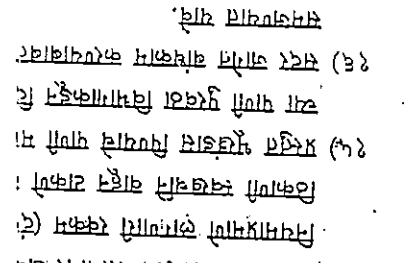
  
 REGISTRAR OF JOINTS SUB-REGISTRATION  
 BANGALORE

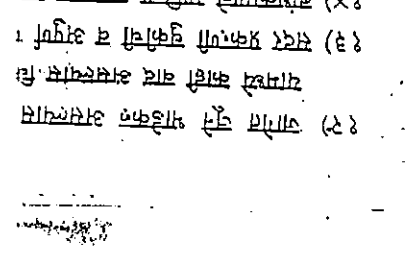
  
 REGISTRAR OF JOINTS SUB-REGISTRATION  
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 REGISTRAR OF JOINTS SUB-REGISTRATION  
 BANGALORE

क्र.महसुल/क-१/टे-७/एनएपी/गौरीपाडा-कल्याण/एसआर-३८/२०११ नविन १०८/१३

जिल्हाधिकारी कार्यालय ठाणे

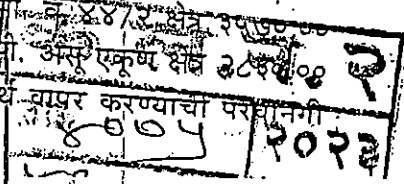
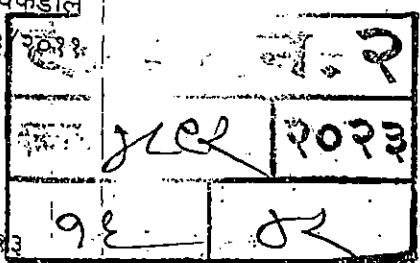
दिनांक : 15 JAN 2014

वाचले :-

१. श्री. शिवराम गोविंद टाचरे व श्री. बाळया विठ्ठल कांबळे व इतर यांचे कु.मु.धा. श्री. किशोर दत्तात्रेय देसाई रा. खडकपाडा ता. कल्याण, जि. ठाणे. यांचा दि. ०१/०३/२०११ दिनांक १५/०२/२०१२, २१/११/२०१२, २२/०३/२०१३, १९/१०/२०१३ रोजीचा अर्ज
२. तहसिलदार कल्याण यांचेकडील चौकशी अहवाल क्र.जमिनबाब/टे-२/कावि-३७५/एसआर-३४/२०११; दि. ०१/०४/२०११
३. नगररचनाकार कल्याण डोंबिवली महानगरपालीका कल्याण यांचेकडील अंतरिम स्वरुपाची मंजूरी (I.O.D.) क्र. कडोंमपा/नरवि/ वाप/कावि-७१८-३५ दि. २४/०२/२०११ मुदतवाढ क्र. क.डों.म.पा./न.रं.वि./७११६ दि. २५/१०/२०१२
४. दैनिक "महाराष्ट्र जनमुद्रा" या जिल्हास्तरीय वृत्तपत्रामध्ये दि. ०७/०३/२०११ रोजी व दैनिक "जनमत" तालुकास्तरीय वृत्तपत्रामध्ये दि. ०६/०३/२०११ प्रसिध्द केलेला जाहीरनामा.
५. भूसंपादन विभागाकडील अनौपचारिक संदर्भ
- १) विशेष भूसंपादन अधिकारी लघु पाटबंधारे, ठाणे यांचेकडील क्र. भूसं./ल.पा./एसआर/५४७७, दि. २३/०३/२०११, भूमि संपादन विशेष अधिकारी (विशेष घटक), ठाणे यांचेकडील क्र. भूसंविअ/नाहदा/३९८ दि. २८/०३/२०११,
- ३) विशेष भूसंपादन अधिकारी मेट्रो सेंटर-३, ठाणे यांचेकडील क्र. भूसं./मे.सं.३/एसआर-१८६ दि. २१/०३/२०११,
- ४) उपविभागीय अधिकारी ठाणे विभाग ठाणे यांचेकडील क्र.टिडी/टे-५/भू.सं.दा./कावि-/एसआर-७२/२०११, दि. १०/०३/२०११,
- ५) विशेष भू-संपादन अधिकारी उत्हास वारे प्रकल्प ठाणे यांचेकडील क्र.भूसंपादन/टे.नं.४/सी-१५२४६, दि. १७/०३/२०११
- ६) विशेष भूसंपादन अधिकारी, लघु पाटबंधारे ठाणे ५वा माळा यांचेकडील क्र.भूसंपादन/टे/३/२०१०/वशी-३२६/जा.क्र.- १६२३, दि. २३/०३/२०११
६. अर्जदार यांनी सादर केलेले हमीकम प्रतिज्ञापत्र दि. ०३/०३/२०११
७. अर्जदार यांनी सादर केलेले प्रतिज्ञापत्र दि. ०३/०३/२०११
८. अर्जदार यांनी सादर केलेले शपथपत्र बंधपत्र दिनांक १८/१०/२०१३
९. हरकतदार १. श्री. बाळया कांबळे यांचे वतीने वकील श्री. गणेश प्रभाकर घोलप रामा केणे, माहन चंदू केणे व इतर ३. श्रीम. लिलाबाई अनंत केणे व इतर यांचे तर्फे अर्जदारांचे वकील श्री. कर्णिक यांचा हरकती अर्ज निकाली काढलेबाबत या कार्यालयाचे पत्र क्र. महसुल/क-१/टे-७/एनएपी/गौरीपाडा-कल्याण/एसआर-३८/११ नविन एसआर-३३/१२ दिनांक २१/०१/२०१२ अन्वये निंकाली काढणेत आले आहेत.

आदेश :-

ज्याअर्थी, उपोदघातातील अ.क्र. १ अन्वये ठाणे जिल्ह्यातील कल्याण तालुक्यातील मीज- गौरीपाडा, ता.कल्याण येथील स.नं. ४३/२ क्षेत्र ९६०.०० चौ.मी. क्षेत्र वगळून उर्वरित क्षेत्र १८७०.०० चौ.मी. पैकी १७००.०० चौ.मी. क्षेत्र वगळून उर्वरित क्षेत्र १८७०.०० चौ.मी. असून एकूण क्षेत्र ३८५०.०० चौ.मी. पैकी २६९३.०० चौ.मी. जमिनीस रहिवास व वाणिज्य प्रयोजनांसाठी वापर करण्याची परवानगी मिळण्याबाबत अर्ज केलेला आहे.





क्र.महसुल/क-१/टि-७/एनएपी/गौरीमाडा-कल्याण/एसआर-३८/२०११नविन १०८/१३  
 भुखंडाची मोजणी व त्यांचे सीमांकन करून ती जमीन या आदेशाच्या तारखे पासून एक वर्षाच्या  
 आंत मंजूर आराखड्याप्रमाणेच काटेकोरपणे विकसित केली पाहिजे आणि अशा रीतीने ती जमीन  
 विकसित केली जाई पर्यंत त्या जमीनीची कोणत्याही रीतीने विल्हेवाट लावता कामा नये.

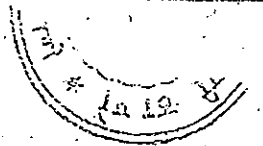
५. अनुज्ञाग्राही व्यक्तीस असा भुखंड विकवण्याचा असंल किंवा त्यांनी इतर प्रकारे विल्हेवाट  
 लावायची असेल तर अशा अनुज्ञाग्राही व्यक्तीने तो भुखंड या आदेशात आणि सनदीमध्ये नमूद  
 केलेल्या शर्तीचे पालन करूनच विकणे किंवा अशा शर्तीनुसारच त्याची अन्य प्रकारे विल्हेवाट लावणे  
 आणि त्यांचे निष्पादित केलेल्या वित्तखाता तंसा खास उल्लेख करणे हे त्यांचे कर्तव्य असेल.

६. 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 उर्वरित क्षेत्र विना बांधकाम'मोकळे सोडले पाहिजे.

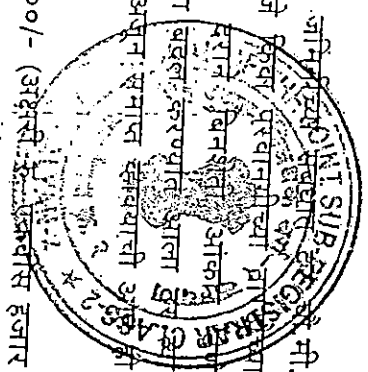
६अ) प्रस्तावित बांधकाम हे नकाशात दर्शविलेल्या मजल्यापेक्षा जास्त मजल्याचे असू नये.

७. प्रस्तावित इमारत किंवा कोणतेही काम (असल्यास) त्याच्या बांधकामास सुरुवात करण्यापूर्वी  
 अनुज्ञाग्राही व्यक्तीने (श्रॅटीने) कल्याण-डोंबिवली नहानगरपालिका यांची असे बांधकाम  
 करण्याविषयीची आवश्यक ती परवानगी मिळविणे हे अशा व्यक्तीवर बांधनकारक असेल.

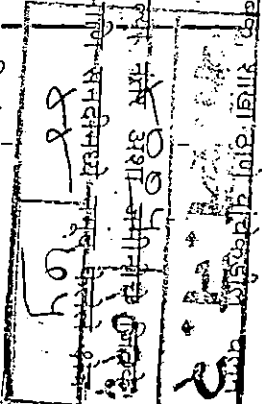
८. अनुज्ञाग्राही व्यक्तीने सोबत जोडलेल्या नकाशात दर्शविल्याप्रमाणे रीतिरिक्त'मोकळे अंतर  
 (ओपन मार्जिनल डिस्टेंसेस) सोबत जोडलेल्या नकाशात दर्शविल्याप्रमाणे रीतिरिक्त'मोकळे अंतर  
 ९. या आदेशाच्या दिनांकापासून नवव्या वर्षात अशा व्यक्तीने अशा  
 जमीनीचा बिगर शैती प्रयोग'मोसो' या परवानगी वापरण्यास  
 कालावधी वाढविण्यात आला असेल तर ती गोष्ट अशा व्यक्तीने उपांतवून घ्यावी.  
 न केल्यास ही परवानगी रद्द करण्यात आली असल्यास मजल्यात येईल.



१०. अनुज्ञाग्राही व्यक्तीने अशा जमीनीचे बिगर शेतकी प्रयोजनार्थ वापर करण्यास ज्या  
 दिनांकापासून सुरुवात केली असेल किंवा ज्या दिनांकास त्या अशा जमीनीच्या वापरात बदल  
 केला असेल तर तो दिनांक त्याने एक महिन्याच्या आत तो परवानगी आता नमूद  
 कळविले पाहिजे. जर तो असा परवानगी घेऊन तसे परवानगी घ्यावी असा मसुदा  
 बदल व बिगरशेतकी आकारणी) न्याय १९६१ नमूद कि ५ अन्वये त्याच्यावर कार्यवाही  
 करण्यास असा अनुज्ञाग्राही मजल्यात येईल.



११. सदरहू आदेशाच्या दिनांकापासून सदर अनुज्ञाग्राहीने त्या जमीनीच्या  
 मागे रुपये ०-०६-० दराने बिगर शेतकी आकारणी दिली पाहिजे किंवा परवानगीच्या प्राप्तीच्या  
 पूर्वलाक्षी प्रभावाने अथवा त्यानंतर अंमलात येणारे बिनाशेती दराने बिनाशेती आकारणी घ्यावी  
 बांधनकारक राहिल. अशा जमिनीच्या वापरात कोणत्याही प्रकारचा बदल करण्यात आला असेल  
 प्रसंगी निराळ्या दराने बिगर शेतकी आकारणीच्या हर्माची नुदत अर्दान सनात वसवण्याची अशा व्यक्ती  
 गोष्ट विचारांत घेण्यांत येणार नाही.



१२. सदर जागेची अती तातडीची मोजणी फी रक्कम रु.२१,०००/- (अक्षरसे: एक लाख २१ हजार  
 मात्र) चलन रु. ७५३/२०१३, दि. ३७/१२/२०१३, भारतीय स्टेट बँक, शाखा ठाणे यांचेकडील  
 क्र. ४८४ दिनांक ३७/१२/२०१३ अन्वये शासन जमा केली आहे.

१३. भूमापन विभागाकडून जमीनीची मोजणी करण्यात आल्याने अशा जमीनीचे उपांतवून घ्यावे  
 क्षेत्रफळ आढळून येईल तितक्या क्षेत्रफळानुसार या आदेशात आणि सनदीमध्ये नमूद क्षेत्रफळ  
 तसेच बिगरशेतकी आकारणी पात बदल करण्यात येईल आणि सनदीमध्ये नमूद क्षेत्रफळ

१४. सदर जमीनीच्या बिगरशेतकी वापरास प्रारंभ केल्याच्या दिनांकापासून दोन वर्षाच्या  
 कालावधीत अनुज्ञाग्राहीने अशा जमीनीवर आवश्यक ती इमारत बांधली पाहिजे. अन्यथा सदरहू  
 आदेश रद्द समजण्यात येईल व अनुज्ञाग्राही यांना अकृषिक परवानगीसाठी नव्याने अर्ज सादर  
 करावा लागेल.

१५. पुष्याथ मजूर कोणतीही भर घालता भर घालण्यासाठी किंवा अशा भरीचे किंवा फेरब लाये नकाशे मजूर करून घेतले असतील तर ती गोष्ट वेगळी.

१६. अनुज्ञाप्राप्ती वकरीतीने आपल्या स्वतःच्या व्यवस्था केली पाहिजे.

१७. जमीनीच्या विरक्तीने महागादू जमीन महसूल (जमीनीच्या वापरात बदल व विगारशेतकी आकारणी) नियम १९६९ यातील अनुद्यूची पांच मध्ये दिलेल्या नमुन्यात एक सनद करून देऊन तीत या आदेशातील सर्व शर्त समविष्ट करणे त्याच बंधनकारक असेल.

१८-अ. या आदेशात गणिका-याने निर्देश करून देण्याचा अधिकार असेल याकालीने उल्लंघन केल्या जाणिले अशा अडिनिधनाच्या उपबंधान्वये असा अनुज्ञाप्राप्ती ज्या कोणत्याही शास्तीस पात्र ठरेल त्या असा दंड आणि आका देण्याचा अधिकार असेल

१८-ब. घरील खांड (अ) कोणतीही इमारत किंवा किंवा बांधकामाचा वाप उभारलेली इमारत किंवा विक्रीका-याने निर्देश करून देण्याचा अधिकार असेल याकालीने उल्लंघन केल्या जाणिले अशा अडिनिधनाच्या उपबंधान्वये असा अनुज्ञाप्राप्ती ज्या कोणत्याही शास्तीस पात्र ठरेल त्या असा दंड आणि आका देण्याचा अधिकार असेल

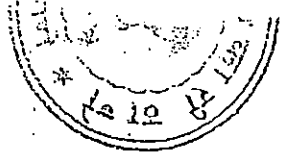
१९. दिनांक २७/१२/२०१३ परत नगी मुंबई इज्युडिक्ट व गानपचायब २३/१/२०१३ पण नगरपालिका अधिनियम १९४८, महाराष्ट्र इतर कोणत्याही कायद्यां तर्कोने किंवा उपबंधाच्या अन्तर्गत असेल अशी इमारत किंवा बांधकामाच्या बाबतीत लागू राहिल्यास उपबंधाच्या अन्तर्गत असेल.

१९. दिनांक २७/१२/२०१३ परत नगी मुंबई इज्युडिक्ट व गानपचायब २३/१/२०१३ पण नगरपालिका अधिनियम १९४८, महाराष्ट्र इतर कोणत्याही कायद्यां तर्कोने किंवा उपबंधाच्या अन्तर्गत असेल अशी इमारत किंवा बांधकामाच्या बाबतीत लागू राहिल्यास उपबंधाच्या अन्तर्गत असेल.

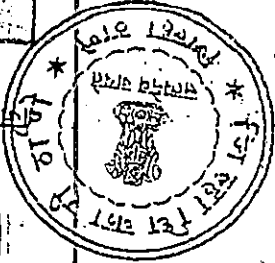
१९. दिनांक २७/१२/२०१३ परत नगी मुंबई इज्युडिक्ट व गानपचायब २३/१/२०१३ पण नगरपालिका अधिनियम १९४८, महाराष्ट्र इतर कोणत्याही कायद्यां तर्कोने किंवा उपबंधाच्या अन्तर्गत असेल अशी इमारत किंवा बांधकामाच्या बाबतीत लागू राहिल्यास उपबंधाच्या अन्तर्गत असेल.

१९. दिनांक २७/१२/२०१३ परत नगी मुंबई इज्युडिक्ट व गानपचायब २३/१/२०१३ पण नगरपालिका अधिनियम १९४८, महाराष्ट्र इतर कोणत्याही कायद्यां तर्कोने किंवा उपबंधाच्या अन्तर्गत असेल अशी इमारत किंवा बांधकामाच्या बाबतीत लागू राहिल्यास उपबंधाच्या अन्तर्गत असेल.

१९. दिनांक २७/१२/२०१३ परत नगी मुंबई इज्युडिक्ट व गानपचायब २३/१/२०१३ पण नगरपालिका अधिनियम १९४८, महाराष्ट्र इतर कोणत्याही कायद्यां तर्कोने किंवा उपबंधाच्या अन्तर्गत असेल अशी इमारत किंवा बांधकामाच्या बाबतीत लागू राहिल्यास उपबंधाच्या अन्तर्गत असेल.



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प्रत:- कार्यालयीन साक्षिका.

प्रत:- तलाठी खाना चिकणधर.

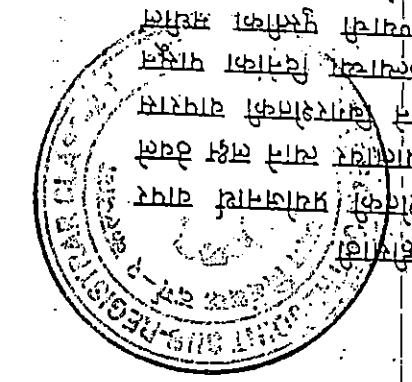
प्रत:- उपनिवेशिका व सक्षम प्राधिकांनी उल्लेखित नावांनी संपन्न वगैरे.

प्रत:- आयुक्त कल्याण जिल्हा व जिल्हाधिकारी यांचेकडे माहितीसाठी रवाना.

प्रत:- मा. आयुक्त, कोकण विभाग, कोकण भवन, नवी मुंबई यांचेकडे माहितीसाठी. मंत्रालय, नवी मुंबई यांचेकडे माहितीसाठी. प्रत जाहली आहे.

२/- सातत घन क. ७५३/२०१३, दि. २७/१२/२०१३ ची प्रत जाहली आहे.

२०१३  
 २०१३  
 २०१३



उगारे पाठविले पाहिजेत.

पाहिजे. आणि त्यासाठी मजूर नकाशे व संबंधित जमीनीच्या बाबतीत

बाबतीत सदर तहसिलदाराने उप अधीक्षक भूमी अभिलेख कल्याण

पाहिजे. जमीन ताब्यात असलेल्या जमीनीची मोजणी करी

ताब्यात नमुना नं. २ व ग्राम नमुना नं. २ यांमध्ये आदेशाचे ती नोंद घेण्याची पुस्तिका

विचारशीलकी आकारणीची रक्कम घडेल करण्या करिता नोंद घेण्याची पुस्तिका

प्रारंभ केल्याच्या दिनांका पासून विचारशीलकी बाबत

पाहिजे. असा अहवाल मिळाल्यानंतर अनुशासनादी व्यक्तींकडे त्या

करण्यास सूचवता येईल आहे. किंवा कसे या बाबतच्या त्या अहवालावर त्यांनी लक्ष

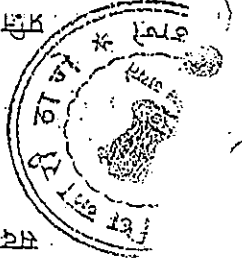
२/- अनुशासनादी व्यक्तींनी सदर जमीनीच्या आत विचारशीलकी प्रयोजनाय

प्रत:- तहसिलदार कल्याण यांचेकडे माहितीसाठी व अधीक्षक त्या कायदासाठी

श. गौरीपडा, ता. कल्याण, जि. ठाणे

श्री. शाळ्या विठ्ठल कावळे व इतर

श्री. शिवराम गोविंद टावरे व



सही/-  
 ( श्री. वेंकटस )  
 जिल्हाधिकारी ठाणे

सदरची विनंती परवानगी आणुन आप रदद झालेचे समजता येईल.

२५. अजदार यांनी सादर केलेली कागदपत्रे खोटी अथवा बनावट असलेचे आढळून आल्यास

त्याची सदरची जबाबदारी अनुशासनादी यांची राहिल.

२४. प्रकृतच्या जमीनीच्या मालकी हक्कान्तरणाला भविष्यात कोणत्याही प्रकारच्या वाट उदरपत्त्यास

त्यानसार सुधारित अर्जात अर्जाक परवानगी घेणे अजदार यांचे बंधनकारक राहिल.

प्रमाणपत्र व नंतर प्राप्त होणा-या अंतीम प्रमाणपत्रांमध्ये कोणत्याही स्वरूपात बदल झाल्यास

संबंधी दिलेली अंतीम नमुनेची प्रमाणपत्र मिळणार आहे. तथापि, अंतीम नमुनेची

२३. कल्याण-जिल्हा व जिल्हाधिकारी महानगरपालिकेने उघड्यातील अ.क. ३ च्या आदेशानुसार अंतीम

राहिल.

कोजदार यांनी दाखल करण्यास पात्र राहिल व असे जादी बांधकाम करू करणारास पात्र

बापरत्यास अनुशासनादी हे महाराष्ट्र प्रादेशिक नगरपालिका अधिनियम १९६६ चे कलम ५२ अन्वये

क्र.महसुल/क-१/६-२/७/पुणे/गौरीपडा-कल्याण/पुणे/२०१३-३८/२०१३ नं. १०८/१३

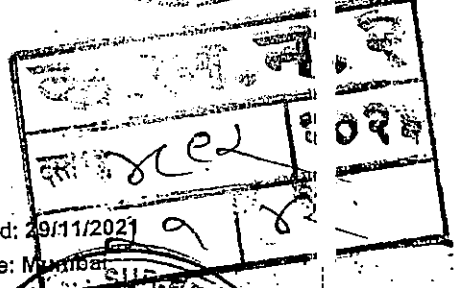
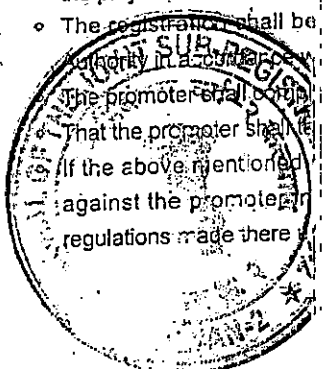


Maharashtra Real Estate Regulatory Authority

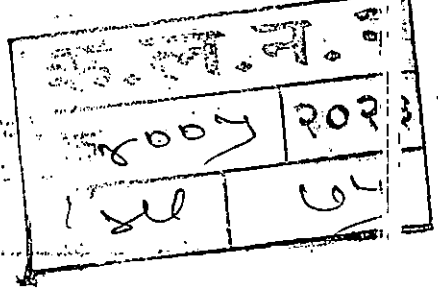
CERTIFICATE FOR EXTENSION OF REGISTRATION OF PROJECT  
FORM 'F'  
[See rule 7(2)]

This extension of registration is granted under section 6/7 of the Act, to the following project: *Project: SHRUSHTI AVENUE Plot Bearing / CTS / Survey / Final Plot No.:43/2 44/2 at KHADAKPADA, Kalyan, Thane, 421301* registered with the regulatory authority vide project registration certificate bearing No P51700013592 of

1. Mr./Ms. Kishore Dattatray Desai son/daughter of Mr./Ms. DATTATRAY SHIVRAM DESAI, *Tahsil: Kalyan, District: Thane, Pin: 421301*, situated in State of Maharashtra.
  2. This renewal of registration is granted subject to the following conditions, namely:-
    - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 (2) of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
    - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;
    - That entire of the amount to be realised hereinafter by me/promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
    - The registration shall be valid up to 22/10/2022 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 6/7 of the Act read with rule 7 of the Act.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under; That the promoter shall fulfill all the pending approvals from the competent authorities. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.



Dated: 29/11/2021  
Place: Mumbai



Signature valid  
Digitally Signed by  
Dr. Vasanti Premanand Prabhakar  
Signature (Secretary, Maharashtra Real Estate Regulatory Authority)  
Date: 29/11/2021 16:01:43

**GANESH P. GHOLAP**  
 (M.A., B.Ed., LL.B.)  
**ADVOCATE - HIGH COURT**

Off:- Ground Floor, Ritesh Tower CHS,  
 Near Commissioner Bungalow, Opp. Tejashri,  
 MSEDCL Office, Karnik Road, Kalyan(W.)  
 Postal Add:- Usha Sadan, Birla College Rd.  
 Millind Ngr., Kalyan(W.) Dist- Thane,  
 9862264723 / 9821130941

Ref no. Title/1/Desai

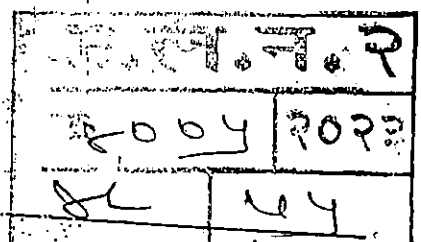
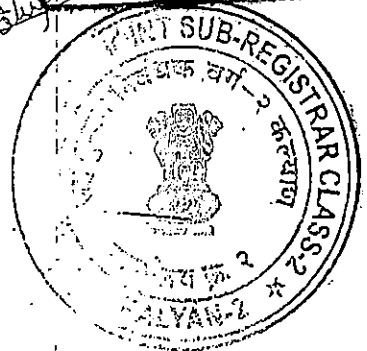
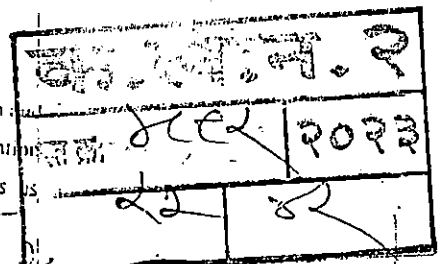
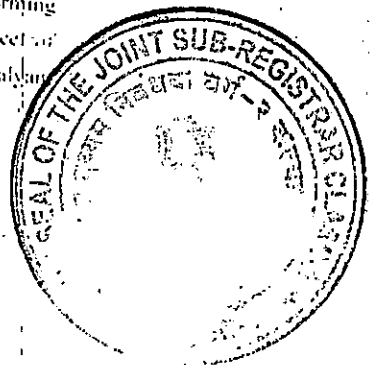
Date - 25/04/2015

To,  
 M/s DATTATRAY HOUSING DEVELOPERS,  
 a Sole Proprietary Concern,  
 through its Sole Proprietor,  
 Shri Kishor Dattatraya Desai,  
 having address at Vastu Kirti Bungalow,  
 Flower Valley, Bhiwandi-Murbad Road,  
 Khadakpada, Kalyan (W), District Thane.

REG: ALL that area admeasuring 2693.00 sq. meters, forming  
 the part of amalgamated property being all those pieces and parcel of  
 land lying being situated at Village Gaunripada, Taluka Kalyan,  
 District Thane bearing:

Survey No.	Hissa No.	Total Area (H-R-P)	Name of Owners/ Bhogvattlars
44	2	0-34-7 0-01-0	Shivram Govind Taware and Others
43	2	0-09-6	Shri Balya alias Ravidas Vitthal Kamble and Others

and within the limits of the Kalyan Dombivli Municipal Corporation  
 within the Jurisdiction of Registration District Thane, Sub-Registration  
 District Kalyan and is respectively owned by respective Owners





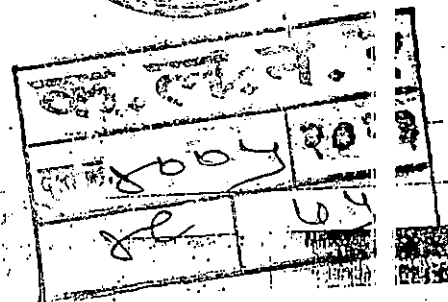
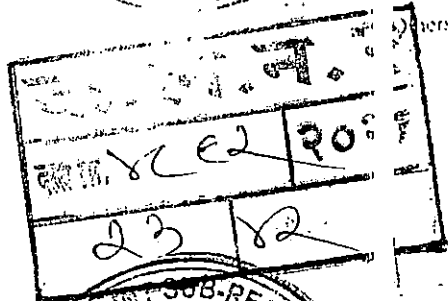
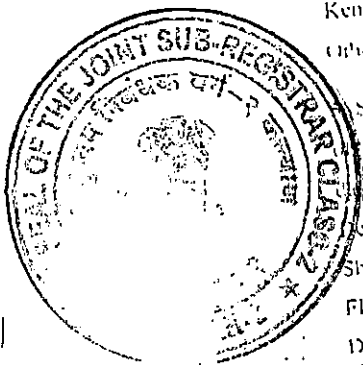
stated in their above, herein after the total area of land under development from respective properties as stated above is called and referred to as "Said Property".

READ

- 1. Extract of 7/72.
- 2. Relevant Mutation Entries.
- 3. Khata Utara.

4. Development Agreement dated 11/01/2008 registered at the Office of Sub-Registrar of Assurances at Kalyan under Sr. No. 00417/2008 dated 14/01/2008 made and executed between the M/s Dattatray Housing Developers, a Sole Proprietary Concern, through its Sole Proprietor, Shri Kishor Dattatraya Desai, having address at Vastu Kirti Bunglow, Flow Valley, Bhiwandi-Murbad Road, Khadakpada, Kalyan (W), District Thane, as Developer and Shri Shivram Govind Taware alias Kene and Others as the Owners and Shri Vasant Nago Taware and Others as Confirming Party

5. Development Agreement dated 11/01/2008 registered at the Office of Sub-Registrar of Assurances at Kalyan under Sr. No. 00418/2008 dated 14/01/2008 made and executed between M/s Dattatray Housing Developers, a Sole Proprietary Concern, through its Sole Proprietor, Shri Kishor Dattatraya Desai, having address at Vastu Kirti Bunglow, Flow Valley, Bhiwandi-Murbad Road, Khadakpada, Kalyan (W), District Thane, as Party of the One Part and Smt. Janakubai Padu Kene and Others as the Party of the Other Part.



*Handwritten signature*

**GANESH P. GHOLAP**

(M.A., B.Ed., LL.B.)

**ADVOCATE - HIGH COURT**

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Near Commissioner Bungalow, Opp. Tejashri,  
MSEDCL Office, Karnik Road, Kalyan(W.)  
Postal Add: Usha Sadan, Birla College Rd.  
Millind Nagar, Kalyan(W.) Dist- Thane.  
9867264723 / 9821130941

Ref no. Title/Desai

Date - 25/04/2013

6. Agreement For Sale Cum Development dated 24/12/ 2009 registered at the Office of Sub-Registrar of Assurances at Kalyan under Sr. No. 02023/2010 dated 24/02/2010 made and executed between the M/s Dattatray Housing Developers, a Sole Proprietary Concern, through its Sole Proprietor, Shri Kishor Dattatraya Desai, having address at Vastu Kirti Bungalow, Flower Valley, Bhirvandi-Murbad Road, Khadakpada, Kalyan (W), District Thane, as Purchaser/Developer and Shri Balya alias Ravidas Vinthal Kambale and Others as the Owners.
7. I.C.D. granted by Kalyan Dombivli Municipal Corporation bearing No. KDMC/NRV / BP /KV / 718-353 dated 24/02/2011.
8. Development Agreement dated 10/02/2012 registered at the Office of Sub-Registrar of Assurances at Kalyan under Sr. No. 1296/2012 dated 10/02/2012 made and executed between the M/s Dattatray Housing Developers, as Party of the One Part and M/s Om Sai Enterprises Partnership Firm, having Office at Kalyan, Dist. Thane as the Party of the Other Part.
9. Compromise Decree dated 23/04/2013 passed in Special Civil Suit No. 122/2012 by Civil Judge (S.D.) at Kalyan.
10. Non-agricultural use permission obtained from The Collector, Thane in respect of said property under permission bearing No. Mahanadi/K-1/T-7/NAP/Gauripada-Kalyan/SR-38/2011 New 188/13 dated 15/01/2014.



25.04.13	
28	22



25.04.13	
30	04

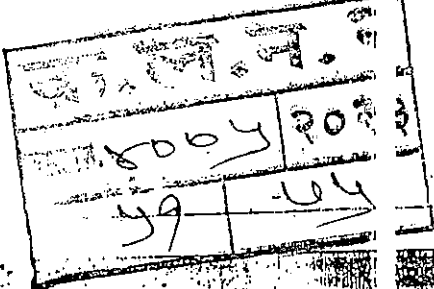
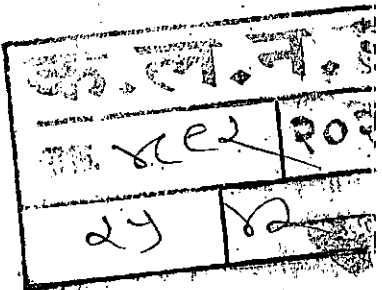
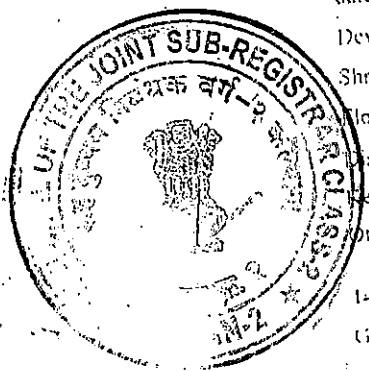
11. Building Commencement Certificate granted by Kalyan Dombivli Municipal Corporation bearing No. KDMCO NRV/BP/KV/2014-15/27 dated 07/2014 in respect of said property.

12. Deed of Confirmation dated 31/01/2015 registered in the Office of Sub-Registrar of Assurances at Kalyan under Sr. No. 657/2015 made and executed between the Shri Dattu Savlaram Tawre for self and karta of Jai Hindu Family as the Party of the One, Party and M/s Dattatray Housing Developers, a Sole Proprietary Concern, through its Sole Proprietor, Shri Kishor Dattatraya Desai, having address at Vastu Kirti Banglow, Flower Valley, Bhiwandi-Murbad Road, Khadakpada, Kalyan (W), District Thane, as the Party of the Other Part.

13. Supplementary Agreement dated 16/04/2015 registered at the Office of Sub-Registrar of Assurances at Kalyan under Sr. No. 3089/2015 dated 06/04/2015 made and executed between M/s Dattatray Housing Developers, a Sole Proprietary Concern through its Sole Proprietor, Shri Kishor Dattatraya Desai, having address at Vastu Kirti Banglow, Flower Valley, Bhiwandi-Murbad Road, Khadakpada, Kalyan (W), District Thane, as Developer and Shri Shivram Govind Taware alias and Others as the Owners and Shri Vasant Nage Taware and others as Confirming Party.

14. Upto date Search Report dated 22/04/2015 from Searcher's Office.

Special Dakast no. 35/2014 which was pending in Civil Judge's Division, Kalyan. All Dispute between Land owner & Builder is solved. There is No any Dispute pending in between them.



*Handwritten signature*

**GANESH P. GHOLAP**  
(M.A., B.Ed., LL.B.)  
**ADVOCATE - HIGH COURT**

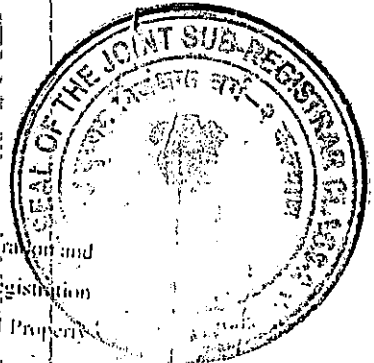
Off:- Ground Floor, Hitesh Tower CHS,  
Near Commissionor Bungalow, Opp. Tejashri,  
MSEDCL Office, Karnik Road, Kalyan(W.)  
Postal Add:- Usha Sadan, Birla College Rd.  
Millnd Ngr., Kalyan(W.) Dist- Thane,  
9867264723 / 9821130941

Ref no. Title/I/Desai

Date :- 25/04/2015

On perusal of Extract of 7/12, relevant mutation entries and Khata, Utara  
it appears that Shri Shivram Govind Taware alias Kene and Others are  
the Owners and / or otherwise well and sufficiently entitled to all that  
piece and parcel of land lying, being situated at Village Gauripada,  
Taluka Kalyan, District Thane bearing:

Survey No.	Hissa No.	Total Area (H-R-P)
44	2	0-34-7 0-01-0



and within the limits of the Kalyan Dombivli Municipal Corporation and  
within the Jurisdiction of Registration District Thane, Sub-Registration  
District Kalyan, hereinafter called and referred to as the "Said Property  
No.1".

It further appears that by and under Development  
dated 11/01/2008 registered at the Office of Sub-Registration  
Assurances at Kalyan under Sr. No. 00417/2008 dated 11/01/2008  
and executed between the M/s Dattatray Housing Developers a Sole  
Proprietary Concern, through its Sole Proprietor, Shri Kishor Dattatray  
Desai, as Developer and Shri Shivram Govind Taware alias Kene and  
Others as the Owners and Shri Vasant Nagn Taware and Others his  
Confirming Party, said Owners i.e. Shri Shivram Govind Taware alias

००४१७/२००८	
४४	२
५२	६५



००४१७/२००८	
४४	२
५२	६५

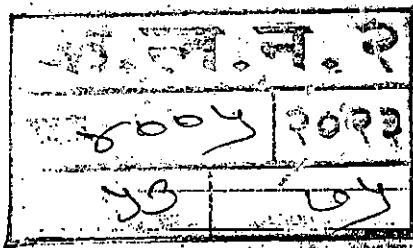
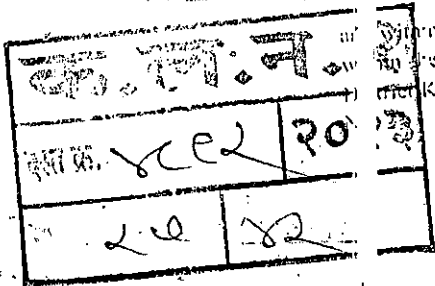
Kene and Others along with Confirming Party i.e. Shri Vasant Nago and Others have granted the development rights in respect of said property No.1 in favour of M/s Dattatray Housing Developers, on terms and condition and for the consideration mentioned therein and in pursuance thereof the said Owners i.e. Shri Shivram Gopinath Taware alias Kene and Others along with Confirming Party i.e. Shri Vasant Nago and Others have also granted the Power of Attorney in favour of M/s Dattatray Housing Developers.

It further appears that in pursuance to said Development Agreement dated 14/01/2008, Supplementary Agreement dated 14/01/2008 registered at the Office of Sub-Registrar of Assurances at Kalyan under Sr. No. 00418/2008 dated 14/01/2008 is made and executed between M/s Dattatray Housing Developers, as Party of the first part and Smt. Janakubai Padu Kene and Others as the Party of the second part, on terms and conditions mentioned therein and for the consideration mentioned therein.

Further on perusal of Extract of 7/12, relevant mutation entries of Kalyan District Thane it further appears that Smt. Balya alias Ravidas Vitthal Kene and Others are the Owners and/or otherwise well and lawfully entitled to all that piece and parcel of land lying being situated at Village Gauripada, Taluka Kalyan, District Thane bearing:

Survey No.	Hissa No.	Total Area (H-R-F)
43	2	0-09-6

is situated within the limits of the Kalyan District Municipal Corporation and falls within the Jurisdiction of Registration District Thane, Sub-Registration Office, Kalyan, hereinafter called and referred to as the "Said Property".



*Handwritten signature or initials.*

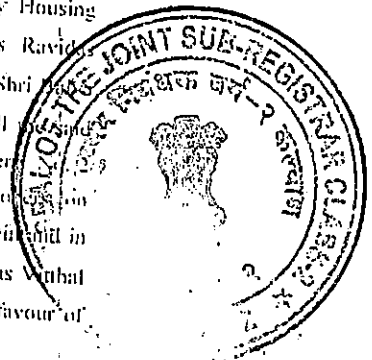
**GANESH P. GHOLAP**  
 (M.A.,B.Ed.,LLb.)  
 ADVOCATE - HIGH COURT

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 Milind Ngr., Kalyan(W.) Dist: Thane,  
 9867264773 / 9821130941

Ref no Title/Desn

Date: 25/04/2015

It further appears that by and under Agreement For Sale Cum Development dated 24/12/ 2009 registered at the Office of Sub-Registrar of Assurances at Kalyan under Sr. No. 02023/2010 dated 24/02/2010 made and executed between the M/s Dattatray Housing Developers, as Purchaser/Developer and Shri Balya alias Ravidas Vitthal Kamble and Others as the Owners, said Owners i.e. Shri Balya alias Ravidas Vitthal Kamble and Others have agreed to sell property No. 2 together with rights to development said property before conveyance of same to M/s Dattatray Housing Developers in terms and condition and for the consideration mentioned therein and in pursuance thereof the said Owners i.e. Shri Balya alias Ravidas Vitthal Kamble and Others have also granted Power of Attorney in favour of M/s Dattatray Housing Developers.



It further appears that said M/s Dattatray Housing Developers obtained I.O.D. from Kalyan Dombivli Municipal Corporation bearing No. KDMC/NRV/ BP / KV / 718-353 dated 24/02/2011.

क.स.न.२	
सं. ५८२	२०१३
२८२	

It further appears that by and under Development Agreement dated 10/02/2012 registered at the Office of Sub-Registrar of Assurances at Kalyan, under Sr. No. 1296/2012 dated 10/02/2012 made and executed between the M/s Dattatray Housing Developers, as Party of the One and M/s Om Sai Enterprises, a Partnership Firm, having Office



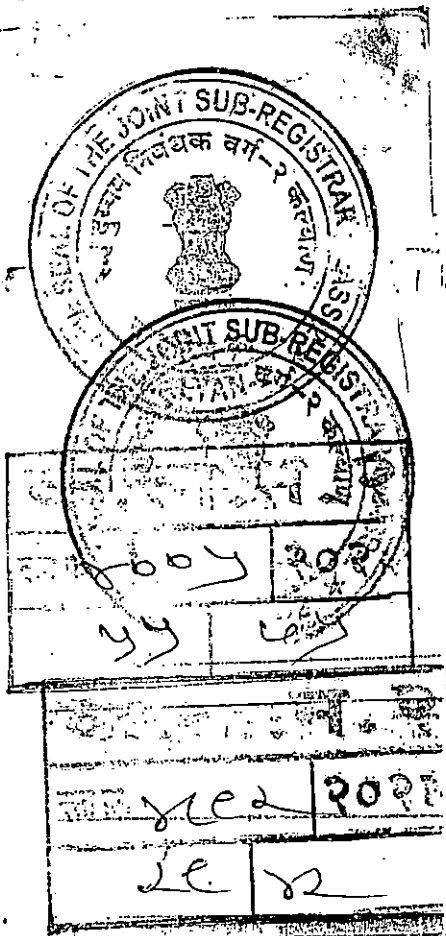
क.स.न.२	
सं. ४००५	२०१३
५४	५५

Kalyan. st. Thane as the Party of the Other Part, said M/s Dattatray Housing Developers transferred/assigned and granted the development rights in respect of an area admeasuring 495.00 sq. meters from said Property No. 1 in favour of said M/s Om Sai Enterprises, a Partnership Firm, on terms and conditions and for the consideration mentioned therein and in pursuance thereof the M/s Dattatray Housing Developers for self and on behalf of Owners of said Property No.1 have also executed a Deed of Attorney in favour of M/s Om Sai Enterprises.

It further appears that after the execution of said Development Agreement dated 11/01/2008 there arose a dispute between Owners of said property No. 1 and said M/s Dattatray Housing Developers and in pursuance of said dispute Smt. Lalabai Anant Kene and others from the Owners of said property No. 1 filed Special Civil Suit No. 122/2012 in the Court of Civil Judge (S.D.) at Kalyan against said M/s Dattatray Housing Developers and in due course necessary settlement was arrived at between the parties to said suit and in said suit consent terms were filed before Civil Judge (S.D.) at Kalyan and in terms of said consent decree is passed by Civil Judge (S.D.) at Kalyan on 23/04/2013.

It further appears after the settlement of said Suit Deed of Confirmation dated 31/01/2015 registered at the Office of Sub-Registrar of Assurances at Kalyan under Sr. No. 067/2015 is made and executed between the Shri Dattu Savlaram Tawre for self and karta of Joint Hindu Family as the Party of the One Party and M/s Dattatray Housing Developers, as the Party of the Other Part, said Shri Dattu Savlaram Tawre for self and karta of Joint Hindu Family confirmed the execution of said Development Agreement dated 11/01/2008 in respect of said Property

*Geetha*



**GANESH P. GHOLAP**  
(M.A., B.Ed., LL.B.)  
**ADVOCATE - HIGH COURT**

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Millind Ngr., Kalyan(W.) Dist- Thane,  
9867264723 / 982113094

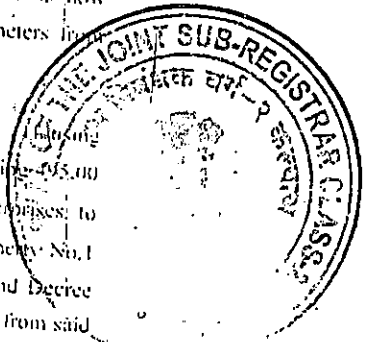
Ref no. Title/V/Desai

Date: 25/04/2015

No. 1 and the Consent Terms and Decree passed in Special Civil Suit No. 122/2012 in terms of which said M/s Dattatray Housing Developers in terms of said Development Agreement dated 11/01/2008 is now entitled to develop only an area admeasuring 1863.8 sq. meters from said Property No.1

It further appears that said M/s Dattatray Housing Developers out T.I.L.R. Survey, excluding the area admeasuring 45.00 sq. meters transferred and handed over to M/s Om Sai Enterprises to mark the area admeasuring 1863.8 sq. meters from said Property No.1 permitted him for development in terms of Consent terms and Decree and amalgamated the said area admeasuring 1863.8 sq. meters from said Property No. 1 with said Property No. 2 and submitted building Plans for an area admeasuring 2693.00 sq. meters from such amalgamated property with Kalyan Dombivali Municipal Corporation for approval. herein after said area admeasuring 2693.00 sq. meters subject to present development is herein after called and referred to as "Said Property No. 2"

It further appears that Non-agricultural use permission obtained from The Collector, Thane in respect of said property under permission bearing No. Mahasu/VK-1/T-7/NAP/Gajripada-Kalyan/SR-38/2011 New 108/M3 dated 15/01/2014.



25/04/2015	2015
30	82



25/04/2015	2015
30	82

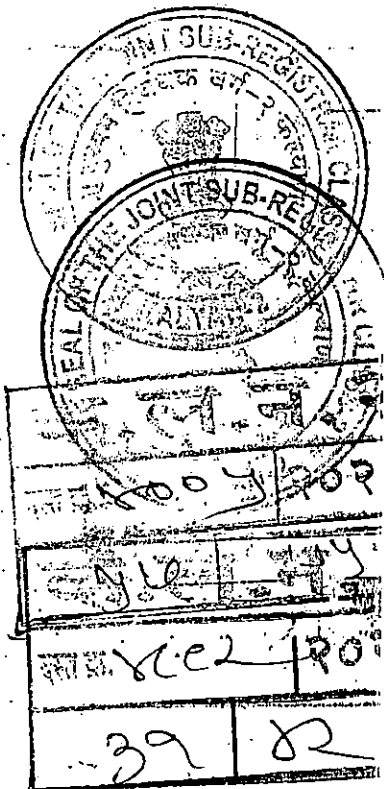


It further appears that Building Commencement Certificate is granted by Kalyan Dombivli Municipal Corporation bearing No. KIDMC/RV/BP/KM/2014-15/27 dated 02/07/2014, in respect of said property.

It further appears that to bring the consent terms and Decree passed in Special Civil Suit No.122/2012 on record, necessary Supplementary Agreement dated 05/04/2015, registered at the Office of Sub-Registrar of Assurances at Kalyan under Sr. No. 3089/2015 dated 06/04/2015 is made and executed between M/s. Dattatray Housing Developers, a Sole Proprietary Concern, through its Sole Proprietor, Shri Kishor Dattatraya Desai, having address at Vastu Kirti Bunglow, Flower Alley, Bhiwandi-Murbad Road, Khadakpada, Kalyan (W), District Thane, as Developer and Shri Shivram Govind Taware alias Kene and Others as the Owners and Sri Vasant Nago Taware and Others Confirming Party and in terms of said consent terms, Decree and Supplementary Agreement dated 06/04/2015 the Owners of said property No. 1 i.e. Shri Shivram Govind Taware alias Kene and Others have allowed/permitted said M/s Dattatray Housing Developers, to develop only an area measuring 1863.8 sq meters from said Property No.1 on terms and conditions as mentioned in Development Agreement dated 30/2008. Search report does not reveal any entry which may fall in the category of registered encumbrances over the said premises.

It further appears that, thus in terms of the abovesaid Development Agreements, Supplementary Agreements, Consent Terms and Decree passed in Special Civil Suit No.122/2012, said M/s Dattatray Housing Developers is well and sufficiently entitled to develop the said property.

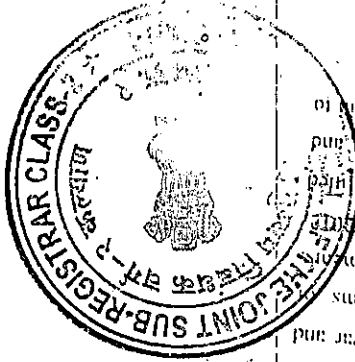
*Handwritten signature*



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Handwritten text in a box, possibly a date or reference number.



Off: Ground floor, Ritesh Tower CHS,  
 Near Commissioner Bungalow, Opp. Telashri,  
 MSDC Office, Karnik Road, Kaiyan(W.)  
 Postal Add: Usha Sada, Birla College Rd,  
 Mind Ngr, Kaiyan(W.) Dist- Thane,  
 967254733 / 9821130941

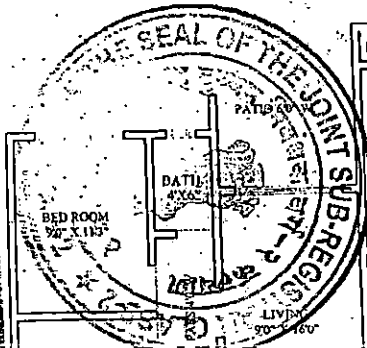
Date :- 25/04/2015

**GANESH P. GHOLAP**  
 [M.A., B.Ed., LL.B.]  
 ADVOCATE - HIGH COURT  
 Ref. No. Title/Desai

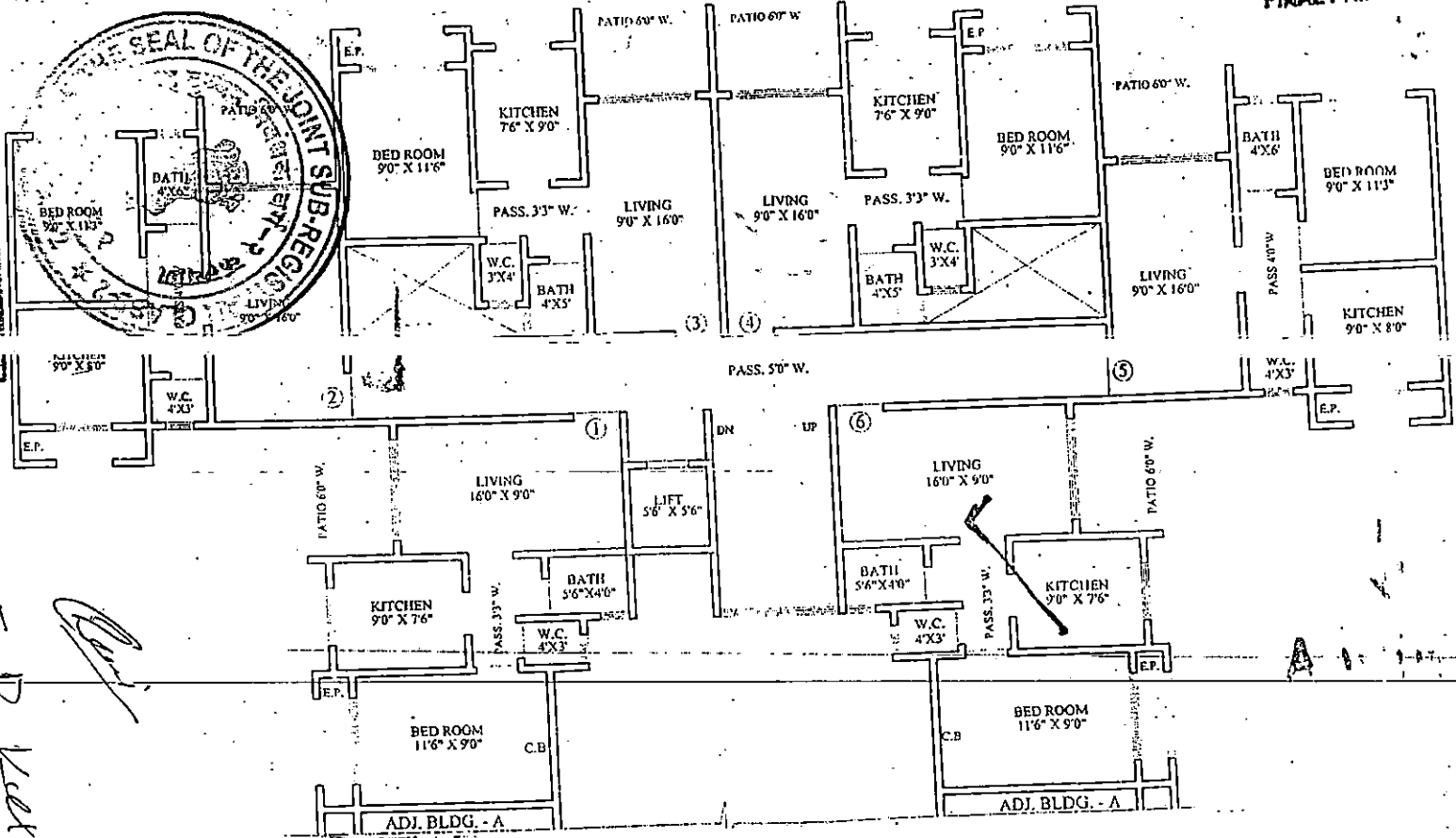
In view of the aforesaid scrutiny of the relevant documents, papers and search report, it is certified that the title of Smt Shivram Govind Taware alias Kene and Others and Smt Halya alias Kavidas Vitthal Kamble and Others to their respective properties is clear and free from reasonable doubts and encumbrances and in terms above said Development Agreements, Supplementary Agreements, Consent Terms and Decree passed in Special Civil Suit No. 22, 2015 said M/s Dattatray Housing Developers is well and sufficient to develop said property as per the sanctioned plans, permission and compliance thereof and to sell the flats/shops/units constructed there to intending purchasers.

Advocate  
*(Signature)*

338  
 2007  
 2007



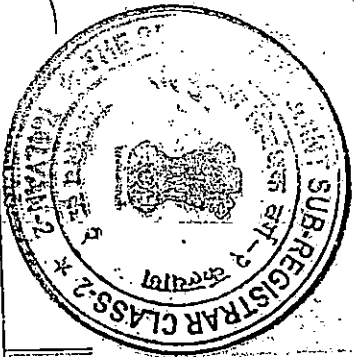
FINAL PRINT 27/7/2014



*F. R. Kelle*  
 F. R. Kelle

Dattatray Housing Developer's  
 Proprietor/Mandate Holder

*F. R. Kelle*



DEVELOPERS:  
 DATTATRAY HOUSING DEVELOPER

TYPICAL FLOORS PLAN  
 (1ST, 3RD TH FLOORS)



**CREATIONS**  
 ARCHITECTS & INTERIOR DESIGNERS  
 A-104110 EVEREST TOWER, SANTOCHI, MATA ROAD,  
 KALYAN (W) 411001 PHONE NO. 0221-2313140

338  
 2007  
 2007



**KALYAN DOMBIVLI MUNICIPAL CORPORATION**  
**TOWNPLANNING DEPARTMENT**

**Part OCCUPANCY CERTIFICATE**  
**APPENDIX 'H'**

Outward No. KDMC/TPD/CC/KD/336  
Date - 03/02/2023.

To,  
Smt. Leelabai Anant Kene & Others.  
POA - Mr. Kishor Dattatray Desai  
Architect - Smt. Shobhana Deshpande, Kalyan (W)  
Structural Engineer - Mr. Khasnis & Associates, Kalyan (W)

Ref. No. :- 1) KDMC/TPD/BP/KD/2014-15/27/327 Dt. 01/11/2021.  
2) Your application Dt. 21.12.2022.

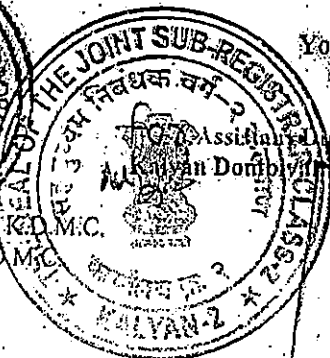
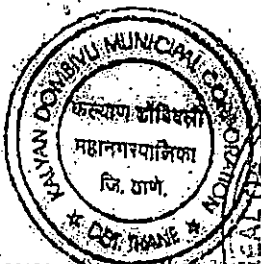
The Part development work on Revenue Survey No. 43/2, 44/2 Village Gouripada completed under the supervision of Smt. Shobhana Deshpande, Kalyan (W), Architect License No. CA/87/10647 may be occupied on the following conditions.

Building Wing 'A'			Building Wing 'B'		
Floor	Floor Details	Area (Sq.mt.)	Floor	Floor Details	Area (Sq.mt.)
Stilt (p) Ground Floor (p)	11 Shops	154.67	Stilt (p) Ground Floor (p)	04 Flats	167.88
1 <sup>st</sup> Floor	05 Flat	219.94	1 <sup>st</sup> Floor	06 Flats	229.47
2 <sup>nd</sup> Floor	5 Flat	219.94	2 <sup>nd</sup> Floor	06 Flats	229.47
3 <sup>rd</sup> Floor	5 Flat	219.94	3 <sup>rd</sup> Floor	06 Flats	229.47
4 <sup>th</sup> Floor	5 Flat	219.94	4 <sup>th</sup> Floor	06 Flats	229.47
5 <sup>th</sup> Floor	5 Flat	231.81	5 <sup>th</sup> Floor	06 Flats	241.90
6 <sup>th</sup> Floor	5 Flat	219.94	6 <sup>th</sup> Floor	06 Flats	229.47
7 <sup>th</sup> Floor	5 Flat	219.94	7 <sup>th</sup> Floor (p)	02 Flats	77.02
	Excess Balcony Area	0.78			
<b>Total</b>	<b>11 Shops &amp; 35 Flats</b>	<b>1706.90</b>	<b>Total</b>	<b>02 Flats</b>	<b>1634.15</b>

- In case of Road widening the Land within the marginal space have to surrendered to KDMC Free of cost.
- The additional work if any found without permission will be demolished without prior intimation.
- The affidavit submitted are binding on you and your legal heirs. A set of certified completion plans is returned herewith.
- The conditions mentioned in the previous building permission dated 01/11/2021 will be binding upon you.

Encl : As above.

Office Stamp



Yours faithfully,



CC to :- 1) Tax Assessor and Collector, K.D.M.C.  
2) Ward Officer, 'B' Ward, K.D.M.C.

03/02/23	03/02/23
60	44

03/02/23	03/02/23
38	100



71/4005

Monday, February 20, 2023  
12:10 PM

पावती

Original/Duplicate

नोंदणी क्र. :39म  
Regn.:39M

गावाचे नाव: गौरीपाडा  
दस्तऐवजाचा अनुक्रमांक: कलन2-4005-2023  
दस्तऐवजाचा प्रकार: करारनामा  
सादर करणाऱ्याचे नाव: तेजस रतन काळे --

नोंदणी फी  
दस्त-हाताळणी फी  
पक्षांची संख्या: 75

रु. 30000.00  
रु. 1500.00

एकूण:

रु. 31500.00

Joint Sub Registrar Kalyan 2

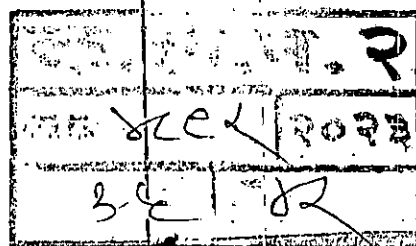
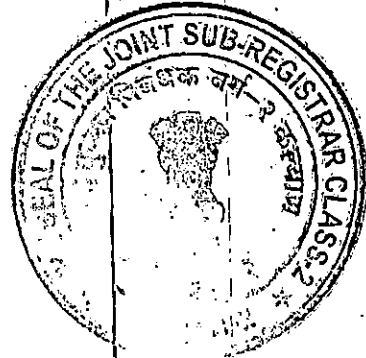
वाजार मूल्य: रु.3561500/-  
मोबदला रु.2900000/-  
भरलेले मुद्रांक शुल्क : रु. 249400/-

(सही) जी.बी.सातदिवे  
सह. दुय्यम निबंधक वर्ग २,  
कल्याण क्र. २

1) देयकाचा प्रकार: DHC रकम: रु.1500/-  
डीडी/घनादेश/पे ऑर्डर क्रमांक: 1802202301520 दिनांक: 20/02/2023  
बँकेचे नाव व पत्ता:  
2) देयकाचा प्रकार: eChallan रकम: रु.30000/-  
डीडी/घनादेश/पे ऑर्डर क्रमांक: MH015541100202223E दिनांक: 20/02/2023  
बँकेचे नाव व पत्ता:

T. R kale

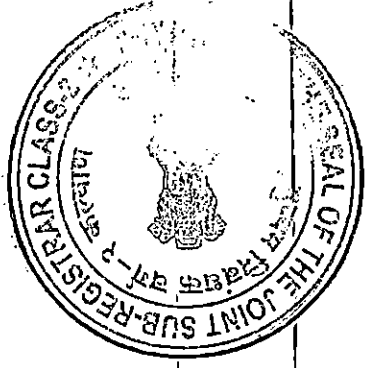
सुद्ध दस्त परत मिळावे





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 २.५.२३



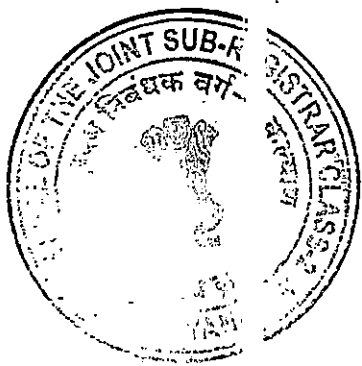
**भारत सरकार**  
**GOVT. OF INDIA**  
**आयकर विभाग**  
**INCOME TAX DEPARTMENT**  
**RAVINDRA JALINDAR RAUT**  
**JALINDAR DAMU RAUT**  
 Permanent Account Number: **BWZFR8258R**  
 14/09/1994  
 Signature:

**भारत सरकार**  
**GOVERNMENT OF INDIA**  
**आयकर विभाग**  
**Income Tax Department**  
**9635 7379 3291**  
 QR Code  
 नाम / Name: **राम / Male**  
 जन्म वर्ष : Year of Birth: **1976**  
**Zamir Hasan Rashid Ahmed Shaikh**

**भारत सरकार**  
**GOVT. OF INDIA**  
**आयकर विभाग**  
**Income Tax Department**  
**महेश आचार, राजी आठव**  
**Mahesh Acharya, Raji Athav**  
**7214 6831 3769**  
**7214 6831 3769**  
**Mobile No.: 9657468072**  
**9657468072**  
**पुरुष / MALE**  
**प्रा. दिनांक / DOB: 02/01/1993**  
**Sachin Nilekhanth Pagar**  
**02/01/1993**  
**राजस्थान सरकार**  
**GOVT. OF RAJASTHAN**  
**आयकर विभाग**  
**Income Tax Department**  
**राजस्थान सरकार**  
**GOVT. OF RAJASTHAN**  
**आयकर विभाग**  
**Income Tax Department**

**भारत सरकार**  
**GOVERNMENT OF INDIA**  
**आयकर विभाग**  
**Income Tax Department**  
**7214 6831 3769**  
**7214 6831 3769**  
**Mobile No.: 9657468072**  
**9657468072**  
**पुरुष / MALE**  
**प्रा. दिनांक / DOB: 02/01/1993**  
**Sachin Nilekhanth Pagar**  
**02/01/1993**  
**राजस्थान सरकार**  
**GOVT. OF RAJASTHAN**  
**आयकर विभाग**  
**Income Tax Department**





ज.स.न. २	
दि. २६	२०२३
३६	२

71/4892

बुधवार, 01 मार्च 2023 11:38 म.पू.

दस्त गोपवारा भाग-1

कलन2

दस्त क्रमांक: 4892/2023

दस्त क्रमांक: कलन2 /4892/2023

वाजार मुल्य: रु. 35,61,500/-

मोवदला: रु. 29,00,000/-

भरलेले मुद्रांक शुल्क: रु.72,000/-

दु. नि. सह. दु. नि. कलन2 यांचे कार्यालयत

अ. क्र. 4892 वर दि.01-03-2023

रोजी 11:33 म.पू. वा. हजर केला.

पावती:5396

पावती दिनांक: 01/03/2023

सादरकरणाऱ्याचे नाव: रविंद्र जालिंदर राऊत --

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 840.00

पृथांची संख्या: 42

एकुण: 30840.00

दस्त हजर करणाऱ्याची सही:

Joint Sub Registrar Kalyan 2

(सही) जी.बी.सातदिवे

सह. दुय्यम निबंधक वर्ग २,  
कल्याण क्र. २मुद्रांक शुल्क: (एका) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थानगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नगरीय क्षेत्रात  
शिळा क्र. 1 01 / 03 / 2023 11 : 33 : 18 AM ची वेळ: (सादरीकरण)

शिळा क्र. 2 01 / 03 / 2023 11 : 34 : 27 AM ची वेळ: (फी)

Joint Sub Registrar Kalyan 2

(सही) जी.बी.सातदिवे

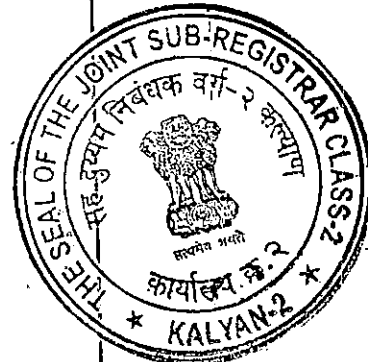
सह. दुय्यम निबंधक वर्ग २,  
कल्याण क्र. २

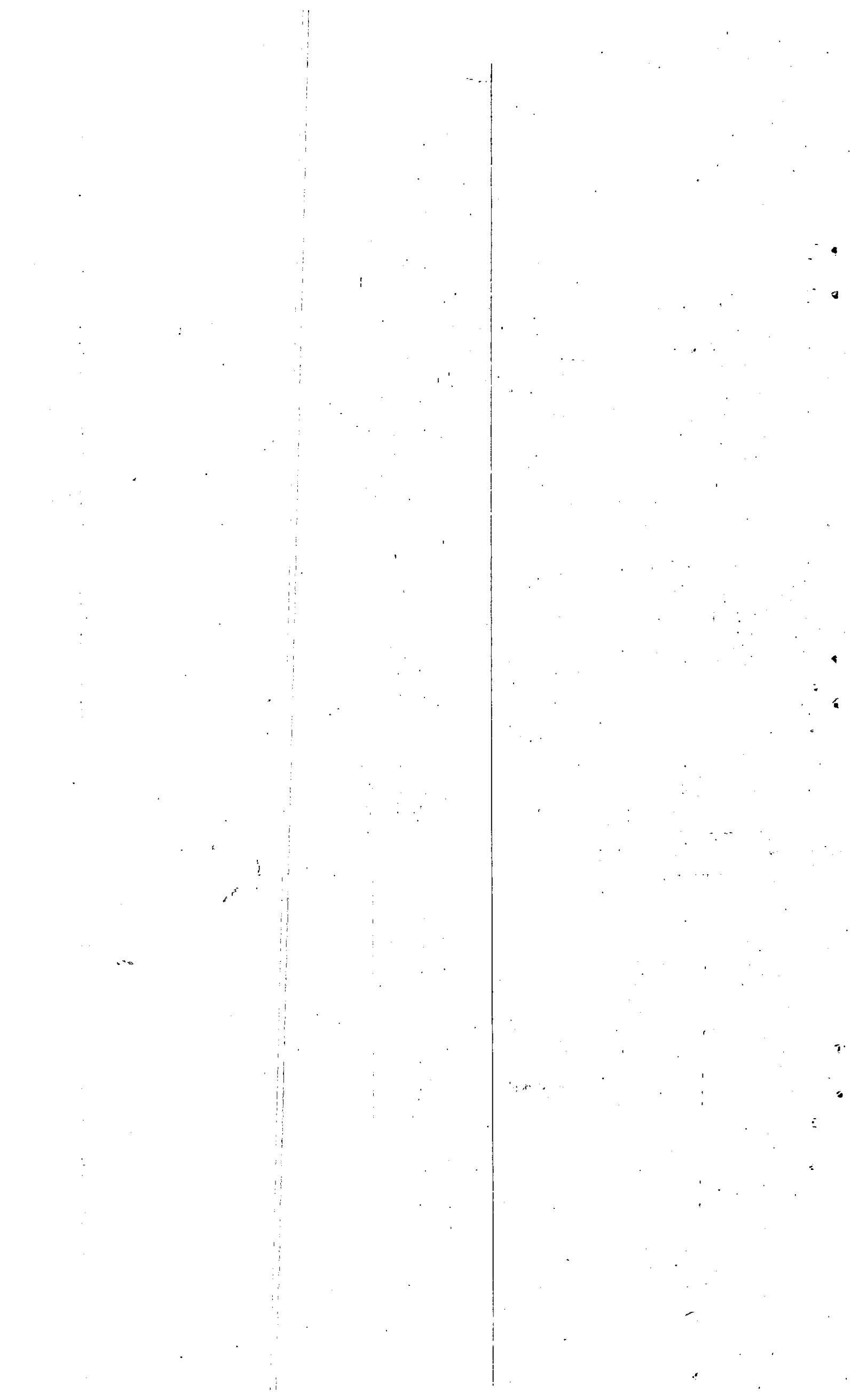
## प्रतिज्ञा पत्र

सादर दस्तऐवज नोंदणी कायदा १९०८ नियम १९६१ अंतर्गत तरतुदीनुसार नोंदणीस दाखल केला आहे. दस्तामधील संपूर्ण मजकूर, निष्पादक व्यक्ती, साक्षीदार व सोबत जोडलेले कायदपत्रे दस्ताच्या सत्यता, वैधता कायदेशीर बाबींसाठी खालील निष्पादक व्यक्ती संपूर्णपणे जबाबदार आहेत. तसेच सदां हस्तांतरण दस्तांमुळे राज्यशासन/केंद्रशासन यांच्या कोणत्याही कायदे/नियम/परिपत्रक यांचे उल्लंघन होत नाही.

*Ravi*  
घेणार सही

T. R. Kote  
देणार सही





क्र. 2 / 4912  
 दिनांक: 4892/2023

दादा गणेश घार-2



01/03/2023 11 40:56 AM

दादा क्रमांक: 4892/2023

दादा क्रमांक: -करीरामा

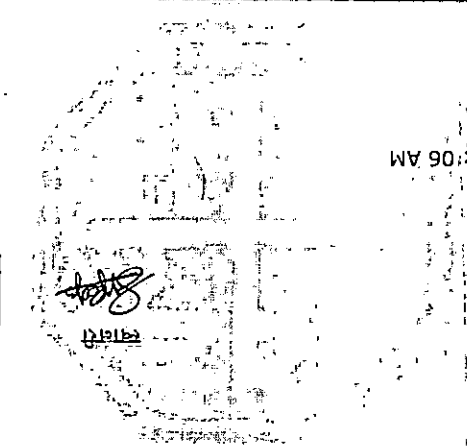
दिनांक: 28 वतन क्रमांक: - पुराना क्रमांक: - पुराना क्रमांक: - पुराना क्रमांक: - पुराना क्रमांक: -	दिनांक: 28 वतन क्रमांक: 04 पुराना क्रमांक: - पुराना क्रमांक: - पुराना क्रमांक: - पुराना क्रमांक: -	दिनांक: 41 वतन क्रमांक: - पुराना क्रमांक: - पुराना क्रमांक: - पुराना क्रमांक: - पुराना क्रमांक: -	दिनांक: 41 वतन क्रमांक: - पुराना क्रमांक: - पुराना क्रमांक: - पुराना क्रमांक: - पुराना क्रमांक: -
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दिनांक: 45 वतन क्रमांक: - पुराना क्रमांक: - पुराना क्रमांक: - पुराना क्रमांक: - पुराना क्रमांक: -	दिनांक: 45 वतन क्रमांक: - पुराना क्रमांक: - पुराना क्रमांक: - पुराना क्रमांक: - पुराना क्रमांक: -	दिनांक: 30 वतन क्रमांक: - पुराना क्रमांक: - पुराना क्रमांक: - पुराना क्रमांक: - पुराना क्रमांक: -	दिनांक: 30 वतन क्रमांक: - पुराना क्रमांक: - पुराना क्रमांक: - पुराना क्रमांक: - पुराना क्रमांक: -
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दिनांक: 31 / 03 / 2023 11 : 37 : 06 AM

Joint Sub Registrar Kalyan 2

**(पती) जी.बी.गणेश**



स. क्र.	पुस्तक क्र.	पुस्तक प्रकार	पुस्तक क्र.	पुस्तक प्रकार	पुस्तक क्र.	पुस्तक प्रकार	पुस्तक क्र.	पुस्तक प्रकार	पुस्तक क्र.
3	J RAUT	RAVINDRA	eChallan	MH016088190202223E	30000	RF	0008006362202223	01/03/2023	01/03/2023
2	DHC			2802202315463	840	RF	2802202315463D	01/03/2023	01/03/2023
	J RAUT	RAVINDRA	eChallan	MH016088190202223E	72000.00	SD	0008006362202223	01/03/2023	01/03/2023

1. Verify Scanned Document for correctness through thumbnail (4 pages on a side) printout after scanning.

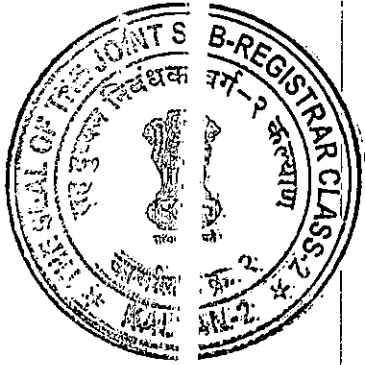
2. Get print immediately after registration.



Please write to us at feedbacksarta@gmail.com

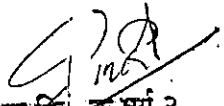
Know Your Rights as Registrants

4892 /2023



क.स.न. २	
४६२	२०२३
४२	४२

प्रमाणित करण्यात येते की,  
द.क्र. ४६२ २०२३मध्ये  
..... ४२ ..... ने आहेत.  
पुस्तक १ ..... द. ४६२  
२१३/२०२३ वर नोंदला.

  
सह-दुय्यम नियंत्रक वर्ग २  
कार्यालय १. २  
दिनांक २१/३/२०२३



02/03/2023

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. कल्याण 2

दस्त क्रमांक : 4892/2023

नोंदणी :

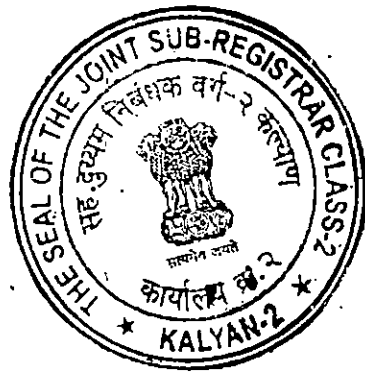
Regn:63m

गावाचे नाव : गौरीपाडा

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	2900000
(3) वाजारभाव (भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	3561500
(4) भू-मापन, पोटहिस्सा व धरक्रमांक (असल्यास)	1) पालिकेचे नाव: कल्याण-डोंबिवली इतर वर्णन : , इतर माहिती : , इतर माहिती: मौजे गौरीपाडा सर्व्हे नं. 44 हिस्सा नं. 2 व सर्व्हे नं. 43 हिस्सा नं. 2 या मिळकतीवर " SHRUSHTI AVENUE", विल्डिंग/विंग वी, मधील सदनिका नं. 706, सातवा मजला क्षेत्र 40.62 चौरस मीटर्स कारपेट + पॅटीओ/ ओपन टेरेस: एरिया 4.60 चौरस मीटर्स (मुंबई मुद्रांक अधिनियम 1958 चे करण्यात आलेल्या सुधारणा अनु 5(ग-अ) 2 नुसार मिळकतीचे मुल्यांकन रु. 35,61,500/- व मोबदला रु. 29,00,000/- असून 25(ब)नुसार देय मु.शु. रु. 2,49,400/-, इतके आहे. विकासक व गुंतवणुकदार यांच्या मध्ये दि. 20/02/2023 रोजी निष्पादीत झालेला व नोंदलेला करार क्र. 2- 4005/2023 दि. 20/02/2023 असून त्यामधील मु.शु. रु. 2,49,400/- पैकी रु. 100/- इतके मुळ दस्तास शिल्लक ठेवून असे समजून दस्त नोंदविणेत येत आहे. त्यामुळे कल्याण -2 येथील दस्त क्र. 4005/2023 दि. 20/02/2023 ने लि. देणार यांचा निर्माण झालेला हक्क संपुष्टात येऊन तो खरेदीदार यांचे नावे तबदिल होत आहे. ( Survey Number : S.No. 43 H.No. 2 S.No. 44 H.No. 2. )
(5) क्षेत्रफळ	1) 40.62 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1) नाव:-तेजस रतन काळे -- वय:-41; पत्ता:-प्लॉट नं. - , माला नं. -, इमारतीचे नाव: जनार्दन काळे चाळ, चिकणघर, मिलिंद नगर, गौरीपाडा रोड, कल्याण (प), ब्लॉक नं. -, रोड नं. -, महाराष्ट्र, ठाणे. पिन कोड:-421301 पॅन नं:-ARGPK8102L
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1) नाव:-रविंद्र जालिंदर राऊत -- वय:-28; पत्ता:-प्लॉट नं. -, माला नं. -, इमारतीचे नाव: रूम नं. 04, रतन काळे चाळ, मिलिंद नगर, गौरीपाडा रोड, कल्याण (प), ब्लॉक नं. -, रोड नं. -, महाराष्ट्र, ठाणे. पिन कोड:-421301 पॅन नं:-BWZPR8258R
(9) दस्तऐवज करून दिल्याचा दिनांक	01/03/2023
(10) दस्त नोंदणी केल्याचा दिनांक	02/03/2023
(11) अनुक्रमांक, खंड व पृष्ठ	4892/2023
(12) वाजारभावाप्रमाणे मुद्रांक शुल्क	72000
(13) वाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेरत	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

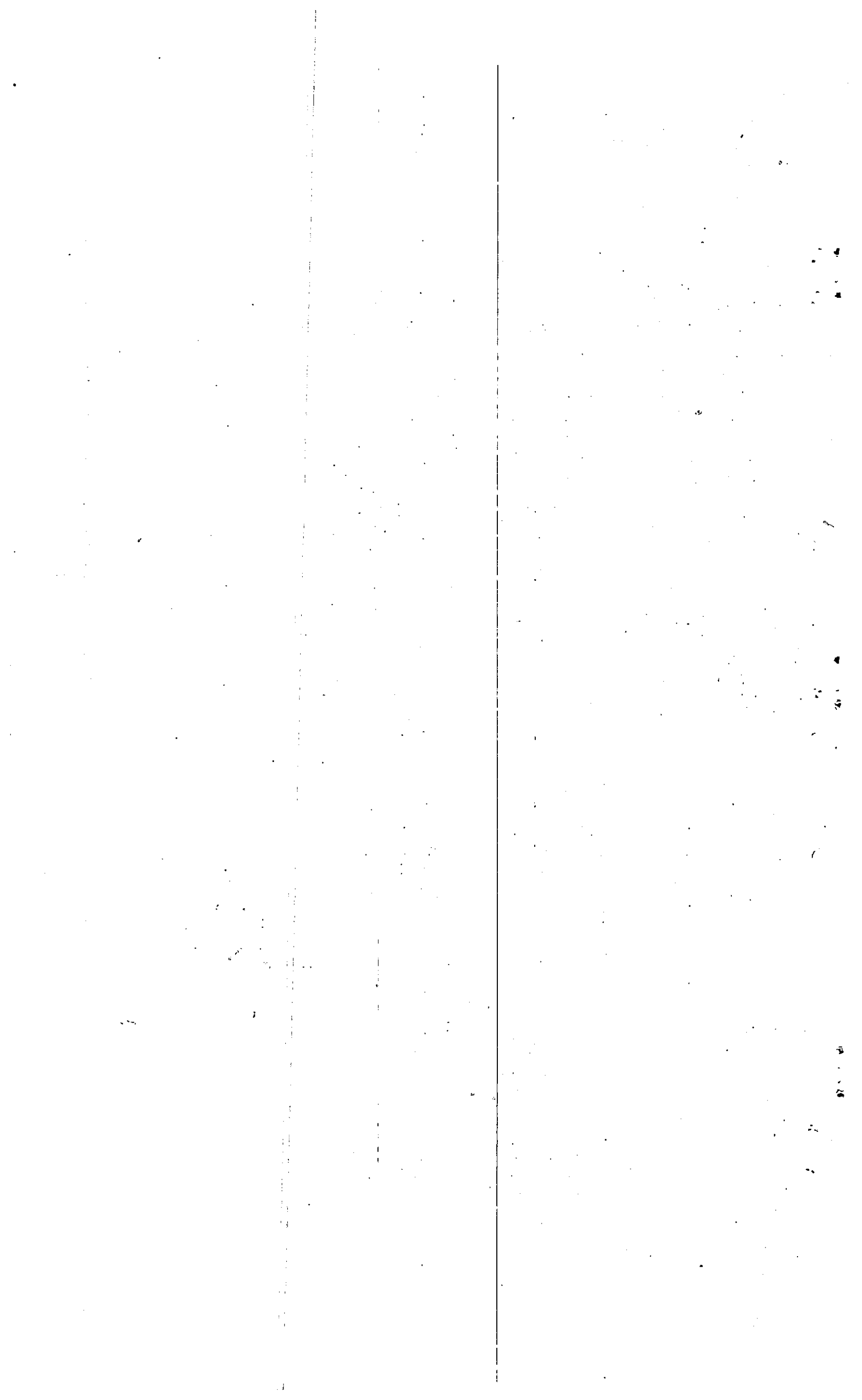
शंक शुल्क आकारताना निवडलेला अनुच्छेद :- (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



(सही) जी.बी. सातवडे

सह दुय्यम निबंधक वर्ग २.

कल्याण क्र. २



71/4005

Monday, February 20, 2023  
12:10 PM

पावती

Original/Duplicate  
नोंदणी क्र. :39म  
Regn.:39M

पावती क्र.: 4392 | दिनांक: 20/02/2023

गावाचे नाव: गौरीपाडा  
दस्तऐवजाचा अनुक्रमांक: कलन2-4005-2023  
दस्तऐवजाचा प्रकार : करारनामा  
सादर करणाऱ्याचे नाव: तेजस रतन काळे --

नोंदणी-फी  
दस्त हाताळणी फी  
पृष्ठांची संख्या: 75

रु. 30000.00  
रु. 1500.00

एकूण:

रु. 31500.00

Joint Sub Registrar Kalyan 2

वाजार मूल्य: रु.3561500/-  
मोबदला रु.2900000/-  
भरलेले मुद्रांक शुल्क : रु. 249400/-

(सही) जी.बी.सातदिवे  
सं. दुय्यम निबंधक वर्ग २,  
कल्याण क्र. २

1) देयकाचा प्रकार: DHC रकम: रु.1500/-  
डीडी/घनादेश/पे ऑर्डर क्रमांक: 1802202301520 दिनांक: 20/02/2023  
बँकेचे नाव व पत्ता:  
2) देयकाचा प्रकार: eChallan रकम: रु.30000/-  
डीडी/घनादेश/पे ऑर्डर क्रमांक: MH015541100202223E दिनांक: 20/02/2023  
बँकेचे नाव व पत्ता:

T. R. Kale

दस्त परत मिळाले



20/02/2023

दस्तावेज निबंधक : सह द. नि. कल्याण 2

दस्तावेज क्रमांक : 4005/2023

नोदणी :

Regn:63m

पृथी क.2

प्राप्त नगर : गौरीपाडा

करनामा

2900000

3561500

(1) विवेचना प्रकर

(2) मादला

(3) बाजारमात (माहेपट्टयाच्या

बाबत पट्टाकार आकारणी देणे की पट्टेदार

वे नमुद करावे)

(4) सु-मापन, मोडिहस्ता व

प्रकरणाक (असल्यास)

(5) क्षेत्रफळ

1) 40.62 चौ.मीटर

(6) आकारणी किंवा जुडी देण्यात असेल वेळी.

(7) दस्तऐवज करन देणा-या/लिहिलेले देणा-या

प्रकाराचे नाव किंवा दिवाणी न्यायालयाने

दुरुमनामा किंवा आदेश असल्यास, प्रतिवादिचे

नाव व पत्ता.

(8) दस्तऐवज करन देणा-या प्रकाराचे व

किंवा दिवाणी न्यायालयाने दुरुमनामा किंवा

आदेश असल्यास, प्रतिवादिचे नाव व पत्ता

(9) दस्तऐवज करन दिव्याचा दिनांक

20/02/2023

(10) दस्त नोदणी केल्याचा दिनांक

20/02/2023

(11) अनुक्रमिक, खंड व पृष्ठ

4005/2023

(12) बाजारमाताने मुदतक शुल्क

249400

(13) बाजारमाताने नोदणी शुल्क

30000

(14) शरी

पुण्याकानासाठी विचारात घेतलेला नपथीन:-

(i) within the limits of any Municipal Corporation or any other authority as mentioned to it.



(शरी) चौ.की.माहिती

कल्याण क्र. 2

पुण्याकानासाठी विचारात घेतलेला नपथीन:-

संस्थान, पंजाब (१९५५)  
१९५५  
१९५५





**CHALLAN**  
MTR Form Number-6

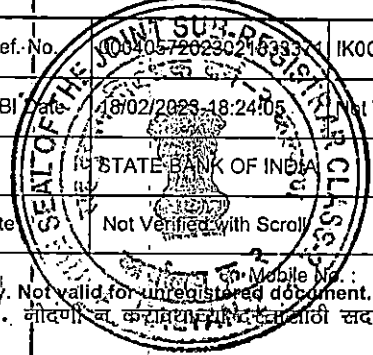


GRN	MH015541100202223E	BARCODE	[Barcode]		Date	18/02/2023-18:04:19	Form ID	25.2
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)						
		PAN No.(If Applicable)	ARGPK8102L					
Office Name	KLN2_KALYAN 2 JOINT SUB REGISTRAR	Full Name	TEJAS RATAN KALE ✓					
Location	THANE	Flat/Block No.	FLAT .NO. 706 BLDG / WING B SHRUSHTI					
Year	2022-2023 One Time	Premises/Building	AVENUE					

Account Head Details	Amount In Rs.	Road/Street	Area/Locality	Town/City/District	PIN	Remarks (If Any)
0030046401 Stamp Duty	249400.00	VILLAGE GAURIPADA			4 2 1 3 0 1	PAN2=AESPD9609L~SecondPartyName=DATTATRAY HOUSING DEVELOPERS-
0030063301 Registration Fee	30000.00					
<b>Total</b>	<b>2,79,400.00</b>	<b>Amount In</b>	Two Lakh Seventy Nine Thousand Four Hundred Rupees			
		<b>Words</b>	Only			

महाराष्ट्र मुद्रांक अधिनियम १९५८ चे परिशिष्ट-१ चे अनुच्छेद ५ जी अ (ii) अन्वये परतुका मधील तंत्रबुदीअन्वये सदर दस्तावर भदा करण्यात आलेले मु.सु.क्र. २४९४०० मधून रुपये २४९४०० शिल्लक ठेकन उर्वरीत मु.सु.क्र. ००२०००/- नोंदणीकृत दस्त नों.क्र.कलन -२/१००५/२०२३ नि.दि.२०/०२/२०२३ नों.दि. २०/०२/२०२३ पर समाविष्ट करण्यात आलेले आहे.

FOR USE IN RECEIVING BANK	
Bank CIN	Ref.No. 00040572023021833371 IK0CCOQC4
Bank Date	RBI Date 18/02/2023-18:24:05 Not Verified with RBI
Bank-Branch	STATE BANK OF INDIA
Scroll No. , Date	Not Verified with Scroll



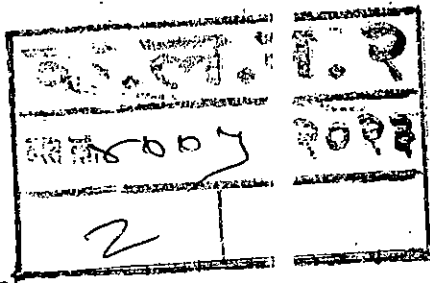
Department ID : 9821429790  
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.  
सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणीकृतदस्ताव्या दस्ताव्याती लागू आहे. नोंदणी व कार्यालयीन दस्ताव्याती सदर चलन लागू नाही.

महाराष्ट्र मुद्रांक अधिनियम १९५८ चे परिशिष्ट-१ चे अनुच्छेद ५ जी अ (ii) अन्वये परतुका मधील तंत्रबुदीअन्वये सदर दस्तावर भदा करण्यात आलेले आहे. मु.सु.क्र. २४९४०० मधून रुपये २४९४०० शिल्लक ठेकन उर्वरीत मु.सु.क्र. ००२०००/- नोंदणीकृत दस्त नों.क्र.कलन -२/१००५/२०२३ नि.दि.२०/०२/२०२३ नों.दि. २०/०२/२०२३ पर समाविष्ट करण्यात आलेले आहे.

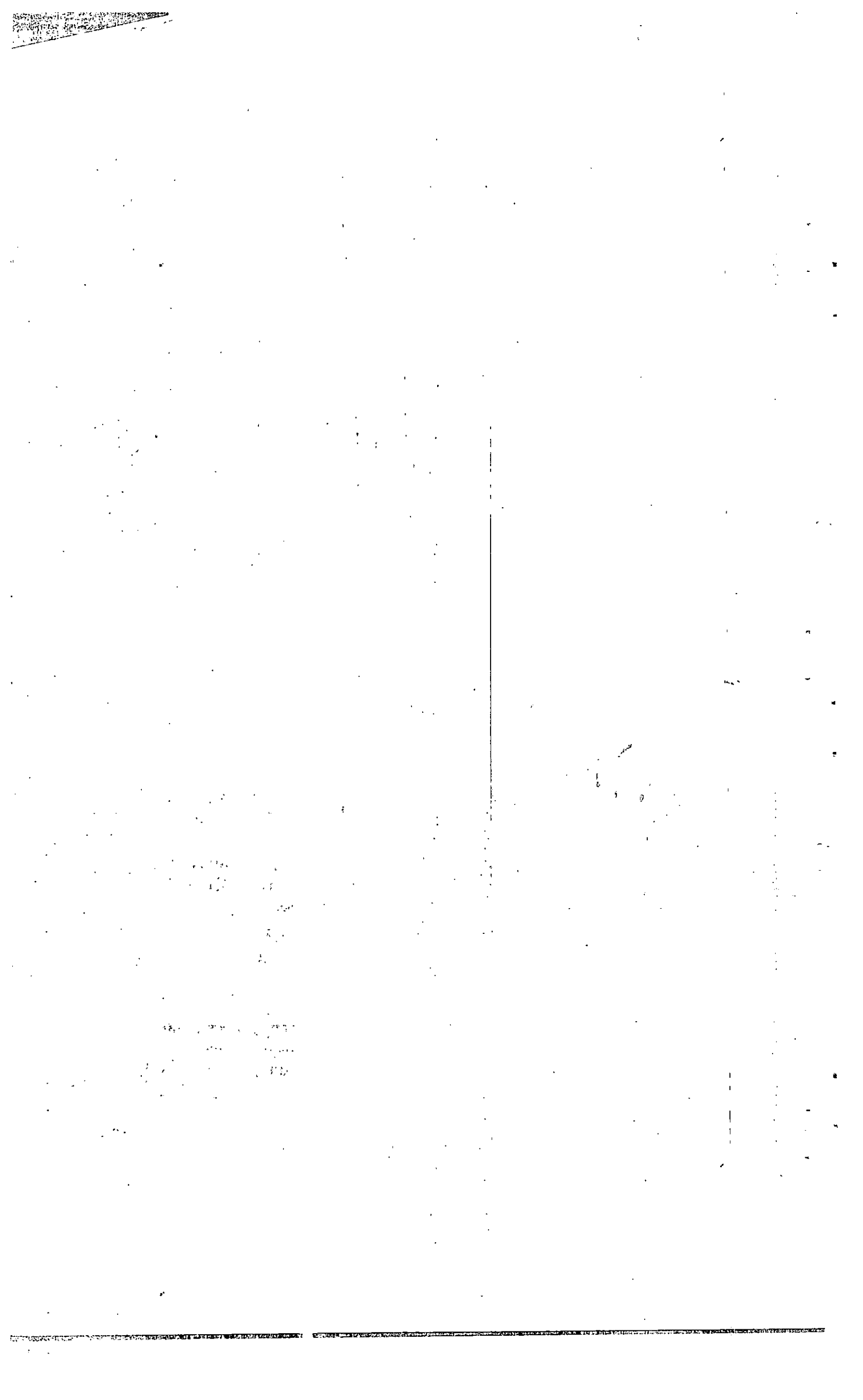
**क.ल.न.२**  
२४९४००५ २०२३  
१ ५५

**दुय्यम निबंधक वर्ग-२**  
कलन क्र.२

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 18C2202301520	Date 18/02/2023
Received from TEJAS RAJAN KALE, Mobile number 9821429790, an amount of Rs.1500/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office Joint S.R. Office No. 2, Bhandarkar Marg, Thane.	
Payment Details	
Bank Name SBIN	Date 18/02/2023
Bank CIN 100041520230101390	REF No. IGAPDWOK10
This is computer generated receipt, hence no signature is required.	







Stilt Plus Ground Plus Seven Upper Floor  
 Village : Gauripada  
 Flat No. : 706, on 7<sup>th</sup> Floor, in  
 Building / Wing "B" in the Building Scheme  
 to be known as "SHRUSHTI AVENUE"  
 Flat Area : 40.62 sq. meters (Carpet)  
 Plus 4.60 sq. meters of Patio Area  
 Market Value : Rs.  
 Actual Value : Rs. 29,00,000/-

### AGREEMENT FOR SALE

THIS AGREEMENT IS MADE AT KALYAN  
 ON THIS 20<sup>th</sup> DAY OF FEBRUARY 2023  
 BETWEEN

M/s. DATTATRAY HOUSING DEVELOPERS, a Sole Proprietary Concern, through its Sole Proprietor, Shri Kishor Dattatarya Desai, adult, (Pan No. AESPD9609L) having address at Vastu Kirti Bunglow, Flower Valley, Bhiwandi-Murbad Road, Khadakpada, Kalyan (W), District Thane, herein after called and referred to as the "PROMOTER" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, executors, administrators and assigns) being the PARTY OF THE FIRST PART.

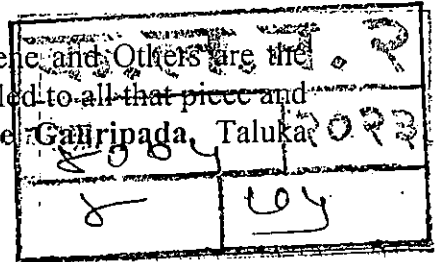
AND

Mr. TEJAS RATAN KALE, aged about 41 years,

Pan No. ARGPK8102L, Occupation: Service / Business

Residing at 140, Janardhan Kale Chawl, Chikanghar Milind Nagar, Gauripada Road, Kalyan (W)-421301, District Thane, hereinafter called and referred to as the "PURCHASER/S" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his / her / their heirs, executors, administrators and assigns) being the PARTY OF THE SECOND PART.

WHEREAS Shri Shivram Govind Taware alias Kene and Others are the Owners and / or otherwise well and sufficiently entitled to all that piece and parcel of land lying, being at situated at Village Gauripada, Taluka Kalyan, District Thane bearing:



*[Handwritten signature]*

T. R. Kale

Survey No.	Hissa No.	Total Area (H-R-P)
44	2	0-34-7 0-01-0

and within the limits of the Kalyan Dombivli Municipal Corporation and within the Jurisdiction of Registration District Thane, Sub-Registration District Kalyan, hereinafter called and referred to as the "Said Property No.1";

**AND WHEREAS** by and under Development Agreement dated 11/01/2008 registered at the Office of Sub-Registrar of Assurances at Kalyan under Sr. No. 00417/2008 dated 14/01/2008 made and executed between the Promoter herein, therein called and referred to as Developer and Shri Shivram Govind Taware alias Kene and Others as the Owners and Shri Vasant Nago Taware and Others as Confirming Party, said Owners i.e. Shri Shivram Govind Taware alias Kene and Others along with Confirming Party i.e. Shri Vasant Nago Taware and Others have granted the development rights in respect of said Property No.1 in favour of Promoter herein on terms and condition and for the consideration mentioned therein and in pursuance thereof the said Owners along with Confirming Party have also granted the Power of Attorney in favour of Promoter herein;

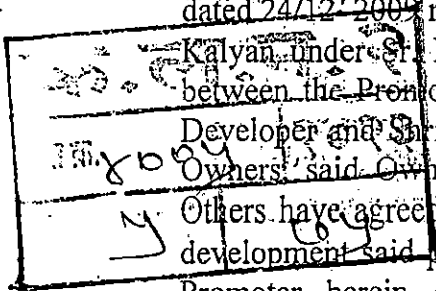
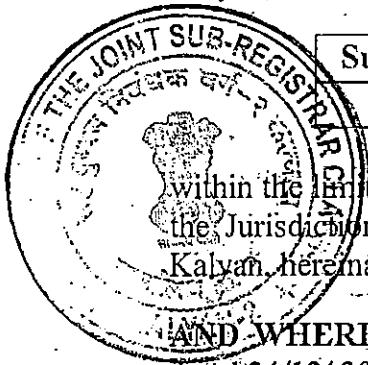
**AND WHEREAS** pursuance to said Development Agreement dated 11/01/2008, Supplementary Agreement dated 11/01/2008 registered at the Office of Sub-Registrar of Assurances at Kalyan under Sr. No. 00418/2008 dated 14/01/2008 is made and executed between the Promoter herein as Party of the One Part and Smt. Makubai Padu Kene and Others as the Party of the Other Part, on terms and conditions and for consideration mentioned therein;

**AND WHEREAS** Shri Balya alias Ravidas Vitthal Kamble and Others are the Owners and/or otherwise well and sufficiently entitled to all that piece and parcel of land lying being situated at **Village Gauripada**, Taluka Kalyan, District Thane bearing:

Survey No.	Hissa No.	Total Area (H-R-P)
43	2	0-09-6

within the limits of the Kalyan Dombivli Municipal Corporation and within the Jurisdiction of Registration District Thane, Sub-Registration District Kalyan, hereinafter called and referred to as the "Said Property No. 2";

**AND WHEREAS** by and under Agreement For Sale Cum Development dated 24/12/2009 registered at the Office of Sub-Registrar of Assurances at Kalyan under Sr. No. 00223/2010 dated 24/02/2010 made and executed between the Promoter herein, therein called and referred to as Purchaser/ Developer and Shri Balya alias Ravidas Vitthal Kamble and Others as the Owners; said Owners i.e. Shri Balya alias Ravidas Vitthal Kamble and Others have agreed to sell the said property No. 2 together with rights to development said property No. 2 before conveyance of same in favour of Promoter herein on terms and condition and for the consideration



R. R. Kote

*[Handwritten signature]*



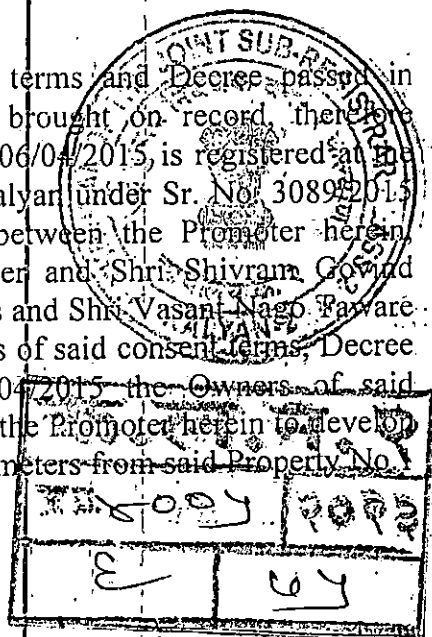
mentioned therein and in pursuance thereof said Owners have also granted Power of Attorney in favour of Promoter herein ;

**AND WHEREAS** by and under Development Agreement dated 10/02/2012 registered at the Office of Sub-Registrar of Assurances at Kalyan under Sr. No. 1296/2012 dated 10/02/2012 made and executed between the Promoter herein, therein called and referred to as Party of the One Part and M/s Om Sai Enterprises, a Partnership Firm, having Office at Kalyan, Dist. Thane as the Party of the Other Part, the Promoter herein transferred/assigned and granted the development rights in respect of an area admeasuring 495.00 sq. meters from said Property No. 1 in favour of said M/s Om Sai Enterprises, a Partnership Firm, on terms and conditions and for the consideration mentioned therein and in pursuance thereof the Promoter herein for self and on behalf of Owners of said Property No.1 have also executed Power of Attorney in favour of M/s Om Sai Enterprises

**AND WHEREAS** after the execution of said Development Agreement dated 11/01/2008 a arose dispute between Owners of said property No. 1 and the Promoter herein and in pursuance of said dispute Smt. Lilabai Anant Kene and others from the Owners of said property No. 1 filed Special Civil Suit No. 122/2012 in the Court of Civil Judge (S.D.) at Kalyan against the Promoter and in due course necessary settlement was arrived at between the parties to said suit and in said suit consent terms were filed before Civil Judge (S.D.) at Kalyan and in terms of said consent terms Decree is passed by Civil Judge (S.D.) at Kalyan on 23/04/2013 ;

**AND WHEREAS** after the settlement of said Suit, Deed of Confirmation dated 31/01/2015 registered at the Office of Sub-Registrar of Assurances at Kalyan under Sr. No. 1067/2015 is made and executed between the Shri Dattu Savlaram Tawre for self and karta of Joint Hindu Family as the Party of the One Party and the Promoter herein as the Party of the Other Part, said Shri Dattu Savlaram Tawre for self and karta of Joint Hindu Family confirmed the execution of Development Agreement dated 11/01/2008 in respect of said Property No. 1 and the Consent Terms and Decree passed in Special Civil Suit No. 122/2012 in terms of which the Promoter herein in terms of said Development Agreement dated 11/01/2008 is now entitled to develop only an area admeasuring 1863.8 sq. meters from Said Property No.1;

**AND WHEREAS** terms of said consent terms and Decree passed in Special Civil Suit No.122/2012 needs to brought on record, therefore necessary Supplementary Agreement dated 06/04/2015, is registered at the Office of Sub-Registrar of Assurances at Kalyan under Sr. No. 3089/2015 dated 06/04/2015 is made and executed between the Promoter herein, therein called and referred to as Developer and Shri Shivram Govind Taware alias Kene and Others as the Owners and Shri Vasant Nago Paware and Others as Confirming Party and in terms of said consent terms, Decree and Supplementary Agreement dated 06/04/2015 the Owners of said property No. 1 have now allowed/permitted the Promoter herein to develop only an area of land admeasuring 1863.8 sq.meters from said Property No.1



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on terms and conditions as mentioned in said Development Agreement dated 11/01/2008;

AND WHEREAS the Promoter herein carried out T.I.L.R. Survey, excluding the area of land measuring 495.00 sq. meters transferred and handed over to M/s. Sai Enterprises, to mark the area of land measuring 1863.8 sq. meters from said Property No.1 permitted for development in terms of Consent Term and Decree and amalgamated the said area of land measuring 1863.8 sq. meters from said Property No. 1 with said Property No. 2 and submitted building plans for an area measuring 2693.00 sq. meters from such amalgamated property with Kalyan Dombivli Municipal Corporation for approval, herein after said area of land measuring 2693.00 sq. meters which is subject matter of present development is herein after called and referred to as "Said Property" and is more particularly described in the SCHEDULE hereunder written and shown and marked in green colour in the plan annexed hereto ;

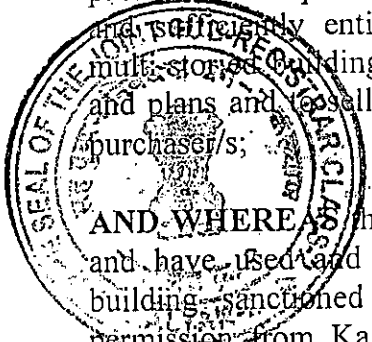
AND WHEREAS accordingly in terms of Plans submitted by the Promoter herein for approval, Kalyan Dombivli Municipal Corporation granted I.O.D. bearing No. KDMC/ NRV / BP / KV / 718-353 dated 24/02/2011 in respect of said property;

AND WHEREAS necessary Non-agricultural use permission is obtained from The Collector, Thane in respect of said property under permission bearing No. Mahasul/1-1/T-7/NAP/Gauripada-Kalyan/SR-38/2011 New 108/13 dated 15/01/2011.

AND WHEREAS on obtaining Non-agricultural use permission, Kalyan Dombivli Municipal Corporation granted building commencement certificate bearing No. KDMC/ NRV/BP/KV/2014-15/27 dated 02/07/2014 in respect of said property and the same is further revised under permission bearing No. KDMP / NRV / BP / KV / 2014-15 / 27 / 52 dated 23/05/2017;

AND WHEREAS the Promoter herein in terms of aforesaid Development Agreements, Supplementary Agreements, Consent Terms and Decree passed in said Special Civil Suit No. 122/2012, the Promoter herein is well and sufficiently entitled to development said property by constructing multi-storied building and plans and to sell the flats/shops/units constructed therein to intending purchaser/s;

AND WHEREAS the promoters herein have acquired development rights and have used and utilized the transferable development rights in the building sanctioned on said property and obtained revised building permission from Kalyan Dombivli Municipal Corporation bearing No. KDMP / NRV / BP / KV / 2014-15/27/36 dated 04.05.2021 in respect of said property;



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AND WHEREAS in terms of aforesaid Building Permission a single building of two wing Viz. Building Wing "A" of Stilt (Part), Ground (Part) and Seven Upper Floors and Building Wing "B" of Stilt (Part), Ground (Part) First to Seven Upper Floors is sanctioned on said property ;

AND WHEREAS as recited hereinabove the Promoter is entitled to carry out the construction work on the net land admeasuring 2693.00 sq. meters as per the sanctioned plans and permission and the same is hereinafter called and referred to as the "said property" for the sake of brevity and more particularly described in the Schedule hereunder written.

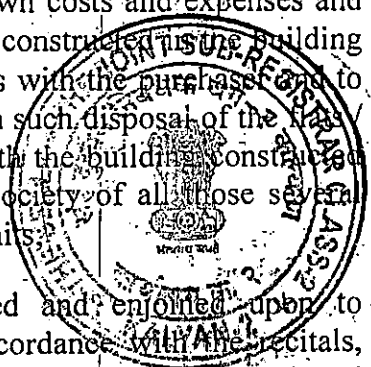
AND WHEREAS the Promoters have further intended to get the said plans and specification revised, renewed and altered for consumption of remaining floor space index, transfer of development rights, staircase FSI and all other permissible to be used and utilized on the said property as may be granted by the Kalyan Dombivali Municipal Corporation from time to time and further the Promoters have given the clear inspection of the plans and specifications to the Purchasers herein as regards the existing sanctioned buildings and the further proposed buildings to be constructed on the said property.

AND WHEREAS the Promoter has clearly brought to the notice and knowledge of the Purchaser and have disclosed that they will be acquiring the adjacent properties and during the course of construction will be amalgamating the present scheme of construction with the adjacent lands and in such event, the Promoter will change / shift the location of the garden and other recreational facilities and further that recreational facilities will be used, utilized, availed and shared by the intending purchasers of the buildings to be constructed on the said property along with the other amalgamated properties and the Promoter has also annexed the copy of the such proposed plan showing the proposed future expansion, development and amalgamation of the adjacent plots in the said scheme of construction.

AND WHEREAS the Promoter declares that the above referred agreements permissions and sanctions are still, subsisting and completely in force;

AND WHEREAS as per the above recited agreements and permissions, the Promoter is entitled to develop the said property and carry out the construction of the proposed building at their own costs and expenses and to dispose of the residential flats / shops / units constructed in the building on ownership basis and to enter into agreements with the purchasers and to receive the sale price in respect thereof and upon such disposal of the flats / shops/units to convey the said land together with the building constructed thereon in favour of the cooperative housing society of all those several persons acquiring the respective flats / shops / units.

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the said property in accordance with the recitals, disclosures, further expansions and future development as mentioned hereinabove which is clearly and elaborately brought to the notice and knowledge of the Purchaser by way of suitable and appropriate disclosures.



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AND WHEREAS the purchaser has gone through the sanctioned plans, permissions and approvals and have also seen and verified the disclosures of further expansions, future development as shown on the proposed plan annexed hereto and have after going through the same has accorded his express and irrevocable consent for the same.

AND WHEREAS relying upon the above recitals and disclosures and the scope of further and future development being understood by the Purchaser to which the Purchaser has granted his / her consent, the Purchaser is offered a Flat bearing No. 706, on 7<sup>th</sup> Floor, measuring 40.62 sq. meters carpet Plus Pano Area of 4.60 sq. meters in Building / Wing "B" in the scheme of construction known as "SHRUSHTI AVENUE" (herein after referred to as the said "premises") being constructed on the said property.

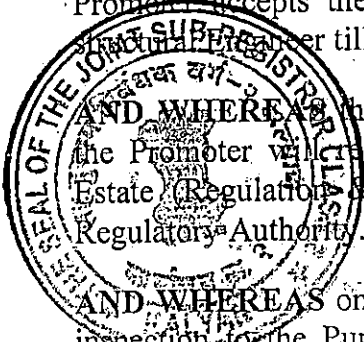
AND WHEREAS the Purchaser after going through the entire disclosures, the future course of expansion and development and also verifying the site of the building and the work of construction and its progress thereof, the site of infrastructural and recreational facilities and amenities and nature and scope thereof and after being satisfied about the same has agreed to enter into this agreement and further expressly and irrevocable declare that he shall not raise any objection, claim, demand or action in respect of the additions, modifications, changes and / or further alterations in the scheme of construction as may be permitted the concerned town planning authorities from time to time and accordingly has granted his / her express and irrevocable consent and confirmation for the same.

AND WHEREAS the promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the Promoter till the completion of the building/buildings.

AND WHEREAS the Promoter has agreed that in permitted time period the Promoter will register the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority.

AND WHEREAS on demand from the Purchaser, the Promoter has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under.



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AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Premises are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the building and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2.

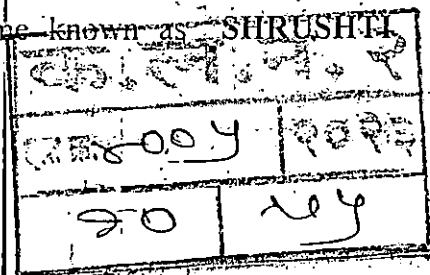
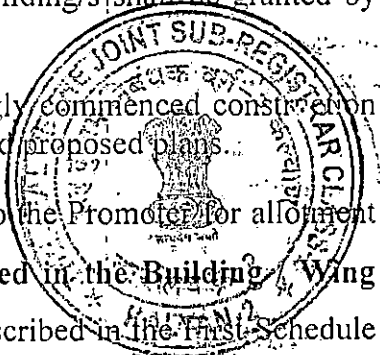
AND WHEREAS the authenticated copies of the plans and specifications of the Premises agreed to be purchased by the Purchaser, as sanctioned and approved by the local authority have been annexed and marked as Annexure D.

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority (s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building and the said fact of such stage of progress of construction work, building wise, phase wise completion is also disclosed and brought to the notice and knowledge of the Purchaser herein.

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

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

AND WHEREAS the Purchaser has applied to the Promoter for allotment of Flat bearing No. 706, on 7<sup>th</sup> Floor situated in the Building, Wing "B" being constructed on the said property described in the First Schedule hereunder written being the building scheme known as SHRUSHTI AVENUE".



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AND WHEREAS the carpet area of the said premises is 40.62 square meters and "carpet area" means the net usable floor area of the said premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Premises for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Premises for exclusive use of the Purchaser but includes the area covered by the internal partition walls of the premises.

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

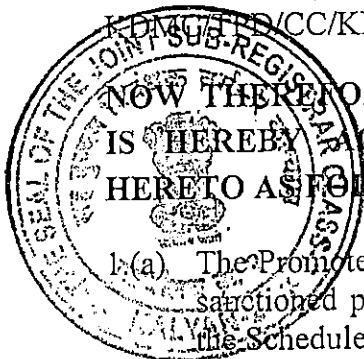
AND WHEREAS prior to the execution of these presents the Purchaser has paid to the Promoter a sum of Rs. 20,00,000/- (Rupees Twenty Lakhs Only) being the part consideration amount of the premises agreed to be sold by the Promoter to the Purchaser as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Purchasers have agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the said Act the Promoter, is required to execute a written Agreement for sale of said Premises with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Purchaser hereby agrees to purchase the said premises.

AND WHEREAS in terms of sanctioned plans and permissions the Promoters herein have commenced and carried out the construction work of sanctioned buildings on said property and obtained Building Completion Certificate from Kalyan Dombivali Municipal Corporation bearing No. KDC/CC/KD/39 dated 09.02.2023.

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

(a) The Promoter shall construct the said building/s presently as per the sanctioned plans and permissions on the said property described in the Schedule hereunder written in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the premises of the



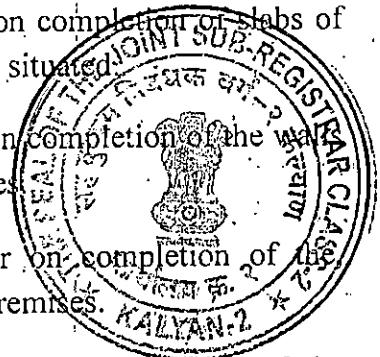
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Purchaser except any alteration or addition required by any Government authorities or due to change in law.

1(b) The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser, the premises being Flat bearing No. 706, on 7<sup>th</sup> Floor, admeasuring 40.62 sq. meters carpet areas Plus Patio Area of 4.60 sq. meters in Building / Wing "B" in the scheme of construction known as "SHRUSHTI AVENUE" (herein after referred to as the said "premises") being constructed on the said property described in the Schedule hereunder written as shown in the Floor plan thereof hereto annexed and marked Annexure D for the price / consideration of Rs. 29,00,000/- (Rupees Twenty Nine Lakhs Only) including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

1(c) The Purchaser has agreed and assured to pay the total consideration of Rs. 29,00,000/- (Rupees Twenty Nine Lakhs Only) to the Promoter in the following manner :-

- i) Rs.10 % paid as advance payment or application fee at the time of execution of this agreement.
- ii) Rs.35 % to be paid to the Promoter on completion of the Plinth of the wing in which the said Premises is situated.
- iii) Rs.25 % to be paid to the Promoter on completion of slabs of the wing in which the said Premises is situated.
- iv) Rs. 05 % to be paid to the Promoter on completion of the wall and internal plaster of the said premises.
- v) Rs.05% to be paid to the Promoter on completion of the floorings and tiling work of the said premises.
- vi) Rs. 05 % to be paid to the Promoter on completion of the staircases, lift wells, lobbies up to the floor level of the said premises.



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- vii) Rs. 05 % to be paid to the Promoter on completion of the external plaster and elevation of the building in which the said premises is situated.
- viii) Rs. 05 % to be paid to the Promoter on completion of the doors, windows, sanitary fittings, lifts, water pumps, electrical fittings, floorings of staircase, common lobbies, entrance lobby terraces with water proofing, external plumbing, paving of area.
- ix) Rs. 05 % to be paid to the Promoter at the time of handing over of the possession of the said Premises to the Purchaser on or after receipt of occupancy certificate or completion certificate.

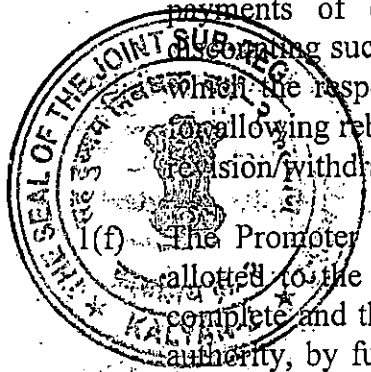
The Cheque / D.D. / Pay order to be drawn in favour to

**M/s DATTATRAY HOUSING DEVELOPERS**

1(d) The Total Price above includes all Property Taxes, Goods and Services Tax, Land Revenue, Non Agricultural Taxes, Other Taxes (Municipal/State/Federal) and/or other statutory duties (as and when applicable), levies, cesses, charges, deposits, premiums, duties imposed by the statutory authorities, stamp duty, registration charges, maintenance charges, layout maintenance charges, other outgoings by any other name in respect of and applicable to the said property, project building, flat existing on or imposed after the date of the Purchaser's Application for Allotment / Request for Allotment, whether payable now and/or in future and / or those which is / are sub-judice, including interest and penalties thereon, including those which may become enforceable retrospectively and computed as per laws/rules/regulations, and shall be to the account and liability of and borne and paid by the Purchaser alone, without any delay/protest, including if such amounts are proposed to be deposited by the Promoter in fixed deposits, if such claims are sub-judice.

1(e) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser by allowing such early payments @ 1% per annum for the period by which the respective installment has been pre-pone. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser by the Promoter.

1(f) The Promoter shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit when Promoter shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate



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specified in the Rules, from the date when such an excess amount was paid by the Purchaser.

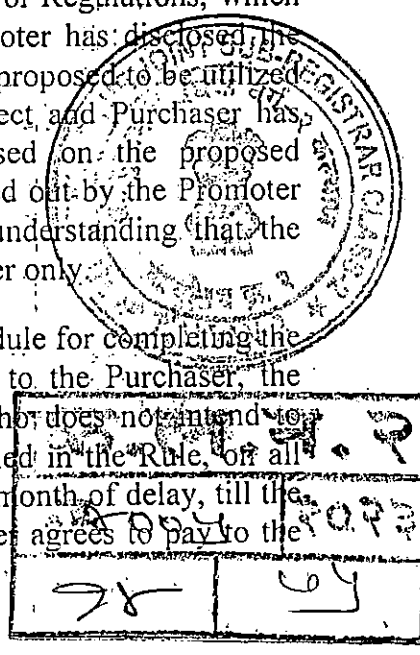
- 1(g) The Purchaser authorizes the Promoter to adjust/ appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Purchaser undertakes not to object / demand/direct the Promoter to adjust his payments in any manner.
- 2.1. The Promoter hereby agrees to observe, perform and comply with all the terms, 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 Premises to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Premises.
- 2.2. Time is essence for the Promoter as well as the Purchaser. The Promoter shall abide by the time schedule for completing the project and handing over the said premises to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 herein above. ("Payment Plan").

- 3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 2693.00 square meters only and Promoter has planned to utilize Floor Space Index of \_\_\_\_\_ square meters by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of \_\_\_\_\_ sq. meters as proposed to be utilized by him on the project land in the said Project, and Purchaser has agreed to purchase the said Premises based on the proposed construction and sale of Premises to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

- 4.1. If the Promoter fails to abide by the time schedule for completing the project and handing over the said premises to the Purchaser, the Promoter agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the

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Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Promoter.

4.2. Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

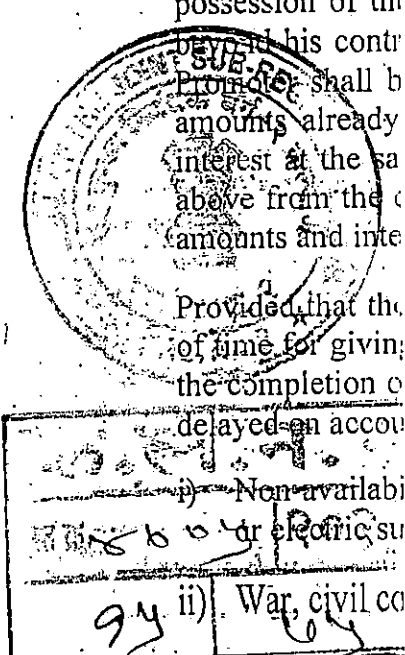
Provided that, Promoter shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular details to be provided by the Promoter in the said building and the Premises as are set out in Annexure 'E', annexed hereto.

6. POSSESSION OF THE PREMISES:

The Promoter shall give possession of the said premises to the Purchaser on or before 31.03.2023 with an extension in time thereof for six months or so. If the Promoter fails or neglects to give possession of the Premises to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the Premises with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of said premises on the aforesaid date, if the completion of building-in which the Premises is to be situated is delayed on account of



i) Non-availability of steel, cement other building materials, water or electric supply and labour;

ii) War, civil commotion or Act of God;

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- iii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

If, however, the completion of the project is delayed due to the Force Majeure conditions then the Purchaser agrees that the Promoter shall be entitled to the extension of the time for delivery of the Possession of the Premises, provided that such force majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to force majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Purchaser the entire amount received by the Promoter from the Allotment within 30 days from that date. After any refund of the money paid by the Purchaser, Purchaser agrees that he/she shall not have any rights, claims, etc., against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

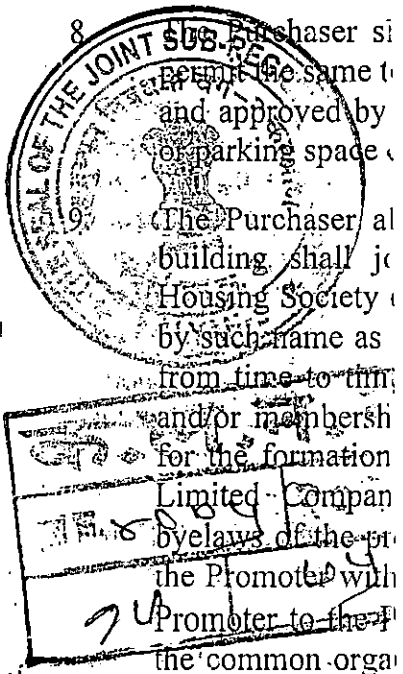
- 7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the said premises to the Purchaser in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoter shall give possession of the said premises to the Purchaser. The Promoter agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser agree(s) to pay the maintenance charges as determined by the Promoter or association of Purchasers, as the case may be. The Promoter on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.
- 7.2 The Purchaser shall take possession of the said premises within 15 days of the written notice from the Promoter to the Purchaser intimating that the said Premises are ready for use and occupancy:
- 7.3 Failure of Purchaser to take Possession of Said Premises from the Promoter: Upon receiving a written intimation from the Promoter as per clause 7.1, the Purchaser shall take possession of the said premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said premises to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.1 such Purchaser shall continue to be liable to pay maintenance charges as applicable.
- 7.4 If within a period of five years from the date of handing over the said premises to the Purchaser, the Purchaser brings to the notice of the Promoter any structural defect in the Premises or the Building in which the Premises are situated or any defects on account of

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workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided after receiving of the flats from the Promoter, any damage due to wear and tear of whatsoever nature caused thereto, the Promoter shall not be responsible for the cost of re-instating and repairing such damages caused by the Purchaser and the Purchaser alone shall be liable to rectify and re-instate the same at his own costs. Provided further however, that the Purchaser shall not carry out any alterations of the whatsoever nature in the said premises of phase wing and specific the structure of the said unit/ wing/ phase of the said building which shall include but not limit to column, beams, etc., or in the fittings, therein, in particular it is hereby agreed that the Purchaser shall not make any alteration in any of the fittings, pipes, water supply connections or any creation or alteration in the bathroom, toilet and kitchen which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing.

7.5 THE Promoter hereby agrees that they shall make out clear and marketable title before handing over the possession of the premises to the Purchaser and in any event before the execution of the Conveyance of the said property in favour of a Corporate Body to be formed by the purchasers of the Flats / Shops / Other Unit in the building to be constructed on the said property and ensure that the said property is free from all encumbrances and that the Promoter has absolute, clear and marketable title to the said property so as to enable him to convey to the said Society such absolute, clear and marketable title, on the execution of a conveyance of the said property by the Promoters in favour of the said Society.



8. The Purchaser shall use the said premises or any part thereof or portion of the same to be used only for purpose of which it is sanctioned and approved by the municipal authorities. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

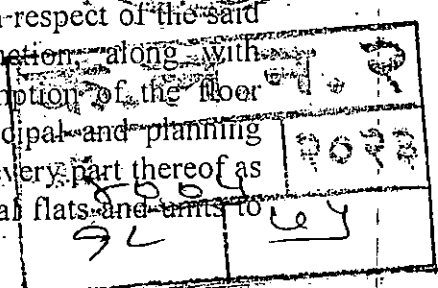
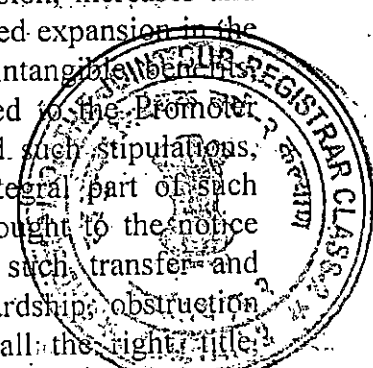
The Purchaser along with other Purchaser (s) of premises in the building shall join in forming and registering the Cooperative Housing Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same, being forwarded by the Promoter to the Purchaser, so as to enable the Promoter to register the common organization of Purchaser. No objection shall be taken

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by the Purchaser if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The Promoter shall take into consideration the factual aspect as regards the administration, management of day to day affairs of the constructed and completed building and shall form a time frame policy for formation and registration of the cooperative housing society or association or limited and till such time shall call upon the purchasers who have acquired the flats to form an ad-hoc committee for carrying out the day to day administration and management of the said building in which the said premises is situated and shall render their sincere and utmost cooperation to such ad-hoc committee till the formation and registration of the society or association or limited company.

- 9.1. The Promoter after formation and registration of such ad-hoc committee, its administration and management and with the cooperation and support of the purchasers in the building/s shall form and register the cooperation housing society or association or limited company and within three months of such registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Owners in the said structure of the Building or wing in which the said premises is situated and further the Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Owners in the project land on which the building with multiple wings or buildings are constructed.

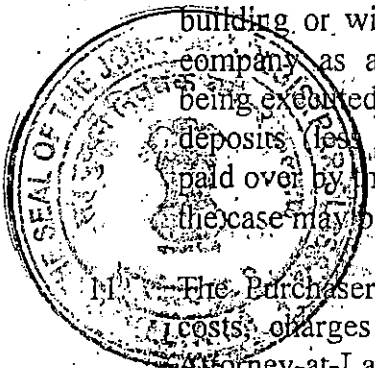
It is clearly brought to the notice and knowledge of the Purchaser herein that such formation of cooperative housing society or association or limited company and further its transfer of the building and the land underneath it shall always be executed by reserving the overall right, title, interest, possession, increases and incentives in future floor space index and proposed expansion in the scheme of construction as well tangible and intangible benefits, privileges, advantages accrued or to be accrued to the Promoter herein in the entire scheme of construction and such stipulations, covenants, rights and interest shall form an integral part of such transfer and assignment. It is further clearly brought to the notice and knowledge of the Purchaser herein that such transfer and assignment shall not prejudice or cause any hardship, obstruction and hindrance to the Promoter in exercising all the right, title, interest, powers and authorities vested in them in respect of the said entire property, the future course of construction along with increases, incentives in use, utilization, consumption of the floor space index as may be permitted by the municipal and planning authorities in respect of the entire property and every part thereof as well as their absolute right to sell such additional flats and units to



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any intending purchaser, enter into agreement, receive and appropriate the sale proceeds thereof and to nominate such purchaser to the membership of the existing cooperative housing society or association or limited company as the case may be without any recourse and consideration to the Purchaser, the cooperative housing society or association of limited company as the case may be. It is clearly agreed and assured by the Purchaser that the Purchaser is aware of the said contents and fact thereof and in confirmation thereof has granted his express and irrevocable consent for the same.

10. Within 15 days after notice in writing is given by the Promoter to the Purchaser that the Premises is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Premises) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchaser shall pay to the promoter such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Promoter provisional monthly contribution of Rs. \_\_\_ per month towards the outgoings. The amounts so paid by the Purchaser to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/ assignment of lease of the structure of the building or wings executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.



At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Purchaser shall pay to the Promoter, the Purchasers' share of stamp duty and registration charges payable by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building/wing of the building. At the time of registration of conveyance or Lease of the project land,

The Purchaser shall pay the requisite costs for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law, advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

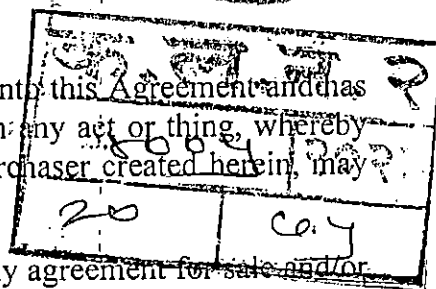
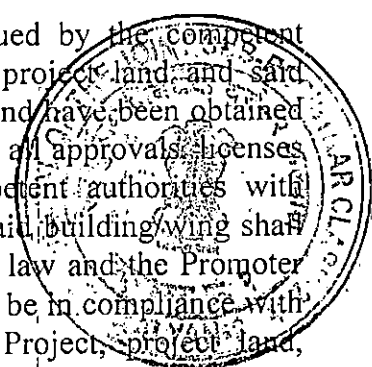
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the Purchaser shall pay to the Promoter, the Purchasers' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

### 13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

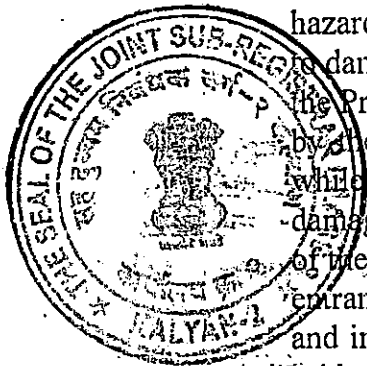
The Promoter hereby represents and warrants to the Purchaser as follows:

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. Except the creation of charge and mortgage there are no other encumbrances upon the project land or the Project;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building / wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building / wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said premises which will, in any manner, affect the rights of Purchaser under this Agreement;



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- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said premises to the Purchaser in the manner contemplated in this Agreement;
  - ix. At the time of execution of the conveyance deed of the structure to the Association of Purchasers the Promoter shall handover lawful, vacant, peaceful, physical possession of the common area soft the structure to the Association of the Purchasers;
  - x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
  - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
14. The Purchaser/s or himself/themselves with intention to bring all persons into whatsoever hands the Premises may come, hereby covenants with the Promoter as follows:-
- i. To maintain the said premises the Purchaser's own cost in good and tenable repair and condition from the date that of possession of the Premises is taken and shall not do or suffer to be done anything in or to the building in which the Premises is situated which may be against the rules, regulations or bye-laws or change / alter or make addition in or to the building in which the Premises is situated and the Premises itself or any part thereof without the consent of the local authorities, if required.
  - ii. Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said premises is situated, including entrances of the building in which the said premises is situated and in case any damage is caused to the building in which the said premises is situated or the Premises on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
  - iii. To carry out at his own cost all internal repairs to the said Premises and maintain the Premises in the same condition, state and order in which it was delivered by the Promoter to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Premises is situated or the Premises which may be contrary to the rules and regulations and bye-



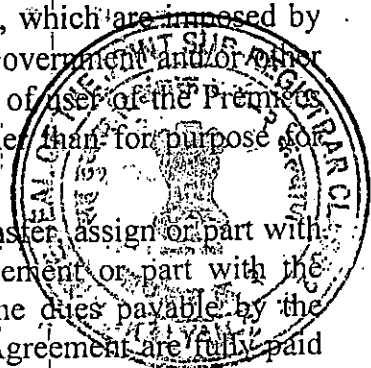
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laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

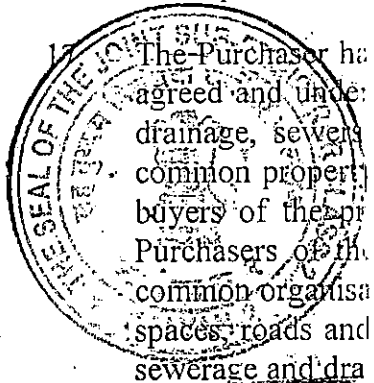
- iv. Not to demolish or cause to be demolished the Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Premises is situated and shall keep the portion, sewers, drains and pipes in the Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Parris or other structural members in the Premises without the prior written permission of the Promoter and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the project land and the building in which the Premises is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Premises is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Premises by the Purchaser for any purposes other than for purpose for which it is sold.
- ix. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Premises until all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid up and necessary intimation is provided to the Promoter and no objection therefore is sought by the purchaser from the Promoter for such transfer and assignment.



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- x. The Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
  - xi. Till a conveyance of the structure of the building in which Premises is situated is executed in favour of Society/Limited Society, the Purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or Association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
16. The Promoters shall be entitled to sell the premises in the said building for the purpose of using the same as bank, dispensaries, nursing homes, maternity homes, coaching classes and for other non-residential purpose and the Purchaser herein along with the other Purchasers shall not raise any objection for such non-residential use of the premises sold by the Promoters to the intending Purchasers.



17. The Purchaser has seen the layout of the proposed building and has agreed and understood the common amenities like common roads, drainage, sewers, water pipe lines, street lights etc., shall be the common property and shall be available for common use by all the buyers of the premises in the said buildings and accordingly the Purchasers of the premises in the said buildings and the different common organisations will have unrestricted right of way in common spaces, roads and laying of pipelines, telephone and electric cables, sewerage and drainage line etc.

18. The Purchaser shall be responsible for additional municipal taxes that may be levied by reason of the user of any permitted tenancy or leave and license agreement in respect of the premises allotted to the purchaser.

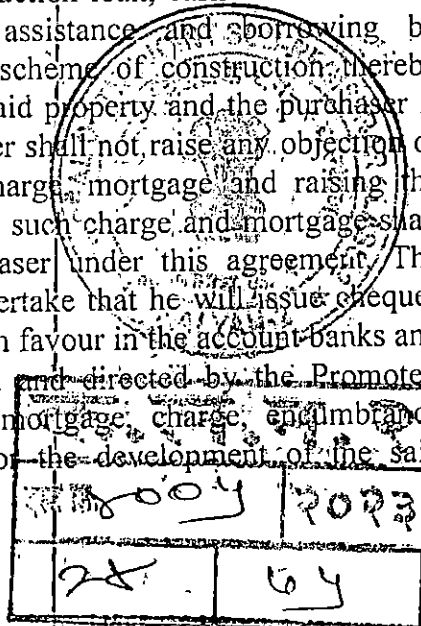
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19. IT is hereby agreed that the Promoters shall be at liberty to amalgamate and / or combine one or more plots of land adjacent to the said land and get the plan of the proposed building/s to be constructed on the land so amalgamated / combined sanctioned from the planning authority and in such event form and get registered cooperative housing society of all the flats purchasers in the said buildings and the Purchaser herein shall not, in any manner object the said right of the promoters. It is further agreed that in such event (purchasers of the adjacent land for the purpose of development) the Promoter shall be at liberty and / or entitled to grant a right of way from or through the said land for approaching (or of the better approach) to the adjacent lands those would be acquired with a view to developing them and the Purchaser herein shall not object the said right of the Promoter in any manner.

20. The Purchaser/s hereby declare and confirm that he / she have entered into this agreement, after reading and having understood the contents of all the aforesaid exemption order, building permissions, deeds, documents, writings and papers and all disclosures made by the Promoter to the Purchaser/s and with full knowledge and information thereof and subject to the terms, conditions and stipulations imposed or which may hereafter be imposed by the concerned town planning authority and all other concerned government bodies and authorities and also subject to the Promoter's right to make the necessary amendments, variations, modifications and / or changes therein and their right to avail, use, utilise, consume and exploit the entire balance and additional floor space index available on the said property as well as the transferable development rights as may be permissible by law and other benefits in F.S.I. on the said land.

21. The Promoters have brought to the clear notice and knowledge of the Purchaser that during the course of development they shall sell, assign, mortgage, charge, encumber or otherwise deal with all or any of their rights, title, benefits and interest in respect of the said property, and / or the said building or any part thereof. The Promoter has brought to the notice and knowledge of the Purchaser that during the course of construction / development, the Promoter will avail and procure financial assistance, construction loan, cash credit facilities and other mode of monetary assistance and borrowing by mortgaging the property and the scheme of construction thereby creating charge, mortgage on the said property and the purchaser is aware of the same and the Purchaser shall not raise any objection or obstruction to such creation of charge, mortgage and raising the finance by the Promoter. However, such charge and mortgage shall be subject to rights of the purchaser under this agreement. The Purchaser further confirm and undertake that he will issue cheques of the installment as specified and in favour in the account banks and financial institutions as nominated and directed by the Promoter. However, such sale, assignment, mortgage, charge, encumbrance and raising of finance, monies for the development of the said

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property shall always be subject to the rights of the Purchaser/s under this agreement.

22. It is expressly agreed that the Promoter shall be entitled to put a hoarding and / or cable network station mobile phone set up or station on the said property or on the building to be constructed on the said property and the said hoardings may be illuminated or comprising of neon sign or such other type or mode as may be designed by the Promoter and for the purpose Promoter is fully authorised to allow temporary or permanent construction or erection in installation either on the exterior or the said building or on the property as the case may be and the Purchaser agrees not to object or dispute the same. Necessary covenants, reservations in respect thereto shall be incorporated in the proposed conveyance. The Promoter or his nominees shall be exclusively entitled to the income that may be derived by display of such advertisement or installation of cable network or mobile phone station, at any time hereafter. The Purchaser shall not be entitled to any abatement in the price of the said premises or to object to the same for any reason and shall allow the Promoter, his agents, servants etc., to enter into the said property including the terraces and other open spaces in the building for the purpose of putting and / or preserving and / or maintaining and / or removing the advertisements and / or hoardings, neon lights or such installations as etc., The Promoter shall be entitled to transfer or assign such right to any person or persons whom they deem fit and the purchaser shall not raise any objection thereto.

23. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, within the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

24. Notwithstanding any other provisions of this agreement the Promoters has disclosed and brought to the knowledge of the Purchaser that it shall be, at the sole and absolute discretion, of the



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a) to form a separate/combined co-operative housing society or limited company or condominium of apartment or any other body or bodies of Purchasers to be formed and constituted.

b) to decide and determine how and in what manner the infrastructure including the common areas and amenity space, recreation garden, all other open spaces, layout or internal roads if any may be transferred and/or conveyed/ assigned/ leased.

c) to provide for and incorporate covenant and restriction and obligations with regard to the provision of maintaining the

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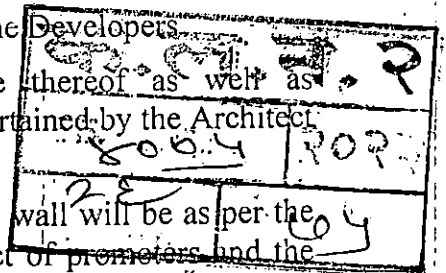
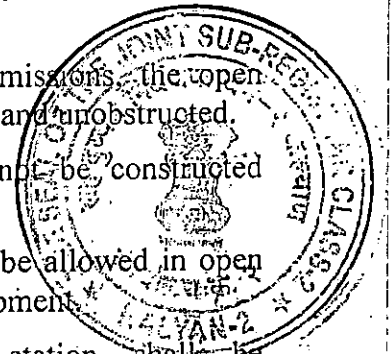
infrastructure and common amenities including garden and roads as well as garden attached to the ground floor flats, if any.

- d) to decide from time to time to what extent the building/s along with land appurtenant to its transferred to the respective body formed.
- e) to decide from time to time when and what sort of document of transfer should be executed.
- f) to grant of right of access/way from and through the said property to the adjacent buildings and plots as well as the easement rights of the said property.
- g) to form a federation of all the cooperative housing societies to be formed in the said scheme of construction and to convey the said land and the building to a apex body.
- h) to execute the conveyance of the said property in parts, taking into consideration the divisions of property due to road and such conveyance and transfer of land will not be equivalent to the floor space index consumed in the construction of the building situated on the said land conveyed in favour of the society/ies.

and the Purchaser has clearly understood the same and in confirmation thereof has granted his / her clear, express, unequivocal and irrevocable consent for the same and shall not raise any objection, claim hindrance and obstruction to the rights, options and discretion as reserved by the Promoter herein

25. The Promoters have shown the layout of the entire property to the Purchaser and it is agreed and understood by and between the parties that taking into consideration the sanctioned layout the Purchaser covenant with the Promoters as under :-

- i) that as per the sanctioned plans and permissions, the open spaces are to be strictly kept unencumbered and unobstructed.
- ii) fencing, partition, retaining walls will not be constructed between the buildings.
- iii) cable/drainage/telephone lines etc., should be allowed in open space of the building undertaken for development.
- iv) location of electric transformer/ sub-station shall be earmarked/defined by the Architect of the Developers.
- v) common amenities and the estimate thereof as well as proportionate share thereto shall be ascertained by the Architect of the Developer.
- vi) the execution of the external compound wall will be as per the design and specification of the architect of promoters and the elevation of the buildings shall not be changed or altered.
- vii) each building shall be maintained in good and proper condition along with the unobstructed right of access.
- viii) the Promoter shall have the option to form a separate co-operative housing society of the buildings undertaken for



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development and such society will become the member of the Federal society of the said entire layout and the conveyance of the entire layout will be executed in favour of such Federal society and no separate conveyance will be executed in favour of any society.

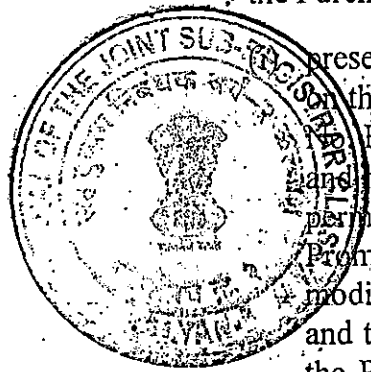
ix) it is clearly brought to the notice of the Purchaser herein and the Purchaser herein is clearly made aware that the Promoters have acquired the development rights of the land as described in the Schedule hereunder written however due to the certain reservations and/or setbacks the area to be handed over and conveyed to the cooperative housing society and / or the corporate body will not be equivalent to the area of construction available in the said buildings constructed on the said available land and the Purchaser herein will not raise any objection, hindrance or obstruction such execution of the conveyance and such execution of conveyance shall be executed taking into consideration the entire buildings constructed in the said property along with the right and interest in the common open spaces, playground etc.,

x) the Promoter has also brought to the knowledge of the Purchaser that the property on which the building is constructed forms an integral part of the entire scheme of construction of the property described in the first schedule and accordingly the Promoter and the Purchaser herein shall have the rights and interest and benefits of the common open spaces, internal roads and access as well as infrastructural facilities of the entire scheme of construction described in the first schedule along with the other purchasers of the building in the said scheme of construction and accordingly the Purchaser shall cooperate and extend their sincere participation as well as the contribution of funds for maintenance and other outgoings of the said infrastructural facilities on the said scheme of construction as per the directions and discretion of the Promoters herein.

26. The Promoters have clearly brought to the notice and knowledge of the Purchaser and clearly shown and disclosed to the Purchaser that

presently the Promoters are carrying out the construction work on the said property in accordance with the plan bearing revised number KVDP / NR / V / BP / KV / 2014-15/27/36 dated 04.05.2021 and have further disclosed that as stated hereinabove, the revised permissions, functions and modifications will be obtained by the Promoters from time to time for further expansion, modification and renewals during the course of construction and till the completion of the entire scheme of construction and the Promoter will proceed with the construction work on the

said property (ii) they have intended to avail the maximum potentiality of considerable development rights, staircase floor space index and



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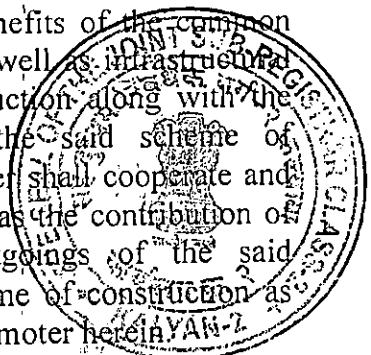
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permitted increases along with enhancement of floor space index from time to time as per the Development Control Regulations of the Kalyan Dombivali Municipal Corporation and to use, utilize on the said property and to have the consumption and exploitation of the maximum potential of the floor space index on all grounds as permissible under law.

(iii) that they have prior to the purchaser acquiring the flat /unit in the scheme of construction, clearly disclosed to the Purchaser the nature and scope of construction, the land affected by roads and reservations, the floor space index already used by the previous developers for constructing certain buildings on the said property, the balance unused, unconsumed and available floor space index of the entire property along with maximum potentiality of transferable development rights, staircase floor space index and permitted increases on all grounds as may be granted by the Kalyan Dombivali Municipal Corporation under the Development Control Regulations on the said property and its utilization and consumption by the Promoters on the said property and every part thereof by way of further revised sanctions, alterations, modifications and renewals from time to time and such clear disclosure of the scheme of construction and the nature of the further expansion is clearly brought to the notice and knowledge of the purchaser and the Purchaser has seen, verified and understood the same and in confirmation thereof have granted his/her express and irrevocable consent to the Promoters in their endeavor of exercising the rights of revision, expansion and modifications in the building plans and permissions as recited hereinabove and availing and acquiring maximum potentiality of floor space index as may be sanctioned by the Kalyan Dombivali Municipal Corporation on the said property and constructing additional buildings and/or floors on the said property from time to time and with such express and irrevocable consent, the Purchaser has agreed to enter into this agreement.

(iv) they have also brought to the knowledge of the Purchaser that the property on which the building is constructed forms an integral part of the entire scheme of construction of the entire property and accordingly the Promoter and the Purchaser herein shall have the rights and interest and benefits of the common open spaces, internal road and access as well as infrastructure facilities of the entire scheme of construction along with the other purchasers of the building in the said scheme of construction and accordingly the Purchaser shall cooperate and extend their sincere participation as well as the contribution of funds for maintenance and other outgoings of the said infrastructural facilities on the said scheme of construction as per the directions and discretion of the Promoter herein

and the Purchaser has clearly understood the same and in confirmation thereof has granted his / her clear, express, unequivocal



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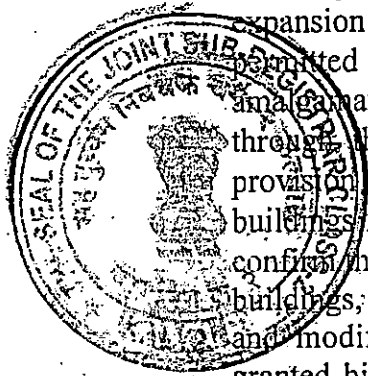
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and irrevocable objection, claim discretion as res

consent for the same and shall not raise any hindrance and obstruction to the rights, options and ved by the Promoter herein.

27. The Promoters l the Purchaser h permissions, the construction wo building permis amalgamated pr and that the P knowledge of th other common f utilized, availed buildings to be as well as other along with the hindrance and/o the other intendi his/her express assure that such him and also th the purchaser th specifications consumption o development ri increases and inc on the said pro Municipal Corpe have given the c the Purchasers h and the propos touching the expansion in bu permitted by t amalgamation, through the said provision of an buildings further confirm the said buildings; expan and modification granted his / her for the same and construction of s to the notice of the Promoter do acquire the same sufficiently entit purchasers of ad recreation facilit

ve clearly brought to the knowledge and notice of ein that in pursuance to the sanctioned plans and Promoter is entitled to commence, carry out the k of buildings as presently sanctioned under the on granted by the municipal corporation) on the erty described in the Schedule hereunder written Promoters have further brought to the notice and purchaser herein that the recreational facilities and ilities of the present housing scheme will be used, and shared by the intending purchasers of the nstructed on the properties described hereinabove amalgamated properties and the purchaser herein other purchasers will not raise any objection, obstruction for such use of the above facilities by g purchasers and the purchaser herein has granted d irrevocable consent for the same and agree and above covenant shall always remain binding upon Promoter has clearly brought to the knowledge of they intend to get the said sanctioned plans and odified, revised, renewed and altered for remaining floor space index, transfer of nts, staircase floor space index, permissible ntives in floor space index to be used and utilized erty as may be granted and approved by the ation from time to time and further the Promoters ear inspection of such plans and specifications to rein as regards the existing sanctioned buildings, d annexed multi-storied buildings or otherwise isting constructed buildings and also further dings to be constructed on the said property as e Municipal Corporation by way of further xpansion thereto and the Purchaser has gone plans as well as the proposed plans including xed buildings, touching the existing constructed xpansions and do hereby admit, acknowledge and ct of construction of additional buildings, annexed on of buildings on the said property by revision in the plans and designs and have accordingly xpress and irrevocable consent to the Promoter's shall not raise any objection and/or hindrance for ch buildings by the promoter. It is further brought e Purchaser and it is clearly clarified that in case ot amalgamate the said adjacent properties and or development, then also the Promoter is well and d to grant the facilities and rights to the other adjacent properties to avail, use, utilise and enjoy s of the said "Shrushti Avenue" and the Purchaser



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T. R. KOLE



herein along with the other purchasers will not raise any objection for the same. The purchaser herein agree and assure to pay the corpus fund in advance as and when demanded by the Promoter irrespective of the completion of the above amenities and facilities and the scheme of construction and will not be withhold the same on any reason whatsoever.

28. The Promoters have also shown to the Purchaser the entire layout of the said property along with the amalgamation of lands, further expansions as well as future amalgamation and extension thereto, the nature and extent of the land to be handed over to the concerned authorities on account of set back, reservations etc., as well as the potentiality of floor space index to be used on the remaining land and in such eventuality the transfer and conveyance of the land in favour of the cooperative housing society or condominium of apartment owners and / or any corporate body will not be equivalent to the floor space index used, utilized and consume in the buildings to be constructed / constructed thereon and the Purchaser is fully aware of the same and have accordingly granted his / her express and irrevocable consent for the same.

29. IT is hereby agreed that the Promoters shall be at liberty to amalgamate and / or combine one or more plots of land adjacent to the said land and get the plan of the proposed building/s to be constructed on the land so amalgamated / combined sanctioned from the planning authority and in such event form and get registered cooperative housing society of all the flats / shops purchasers in the said buildings and the Purchaser herein shall not, in any manner object the said right of the promoters. It is further agreed that in such event (purchasers of the adjacent land for the purpose of development) the Promoter shall be at liberty and / or entitled to grant a right of way from or through the said land for approaching (or of the better approach) to the adjacent lands those would be acquired with a view to developing them and the Purchaser herein shall not object the said right of the Promoter in any manner. The promoter has also clearly brought to the notice of the purchaser herein that he or his nominees has intended to acquire the development rights of the adjacent land and other abutting and appurtenant lands thereto and in the course of construction may amalgamate such adjacent lands and/or other lands with the present lands under development and in such event all the infrastructural benefits of the present land and the complex known as "Shrushti Avenue" will be shared, utilized, used and enjoyed by the flat purchasers of the adjacent buildings and the purchasers herein is fully aware of the same and the purchaser herein along with the other purchasers will not raise any objections, hindrances and/or obstructions for such use of the common benefits, amenities and infrastructural facilities of the said Shrushti Avenue by the flat/unit purchasers of the buildings constructed on the adjacent land and the same shall form an integral part of the complex known as "Shrushti Avenue". It is further brought to the notice of the Purchaser and it is clearly clarified that in case the Promoter do not amalgamate the said

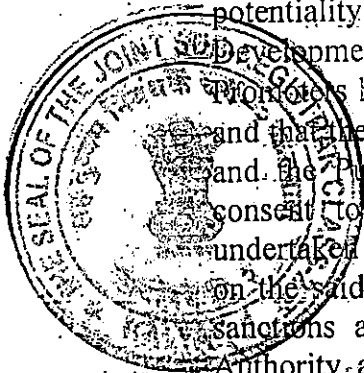
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adjacent property and the Promoter is well and sufficiently entitled to grant the facilities and rights to the other purchasers of adjacent properties to avail, use, utilise and enjoy the other recreation facilities of the said "Shrushti Avenue" and the Purchaser herein along with the other purchasers will not raise any objection for the same and the Purchaser has granted his / her express and irrevocable consent for the same.

30. It is agreed and understood that as the scheme of construction and its expansion and future extension involves various phases during the possession of the first phase, the common amenities and infrastructural facilities, and other amenities thereto may be ready and functional for use and utilization and on that ground the Purchaser herein along with the other purchasers shall not object for payment of any charges, funds and deposits as applicable thereto and as agreed herein and further the Purchaser shall also pay the monthly maintenance charges and other outgoings regularly and shall not withhold the same on that ground or any other ground whatsoever.

31. It is clearly brought to the notice and knowledge of the Purchaser by the Promoter that the Promoter has amalgamated the portions of land and total area of amalgamated property admeasuring 2693 sq. meters and accordingly the Kalyan Dombivali Municipal Corporation have granted the building commencement certificate and have permitted the amalgamation of the pieces and parcels of land and have granted the sanction to the Promoter to consume the Floor Space Index by virtue of amalgamation and to use, utilize and consume the same and the intended to follow due procedure of law to acquire the transferable development rights on the entire property totally admeasuring 2693 sq. meters and at the time of such acquisition of transferable development rights and its sanction the promoters intends to construct the building on the said property and with this intention and by reserving the rights to acquire transferable development rights to have maximum potentiality of floor space index as per the provisions of Development Control Regulations of the Municipal Authorities, the Promoters have presently proceeded with the construction activities and that the said fact is known and accepted by the Purchaser herein and the Purchaser has granted his / her express and irrevocable consent to such scheme of construction to be proceeded and undertaken by the Promoter firstly as per the present sanction plan on the said property and thereafter in accordance with the further sanctions and permissions as may be granted by the Municipal Authority and in no event the Purchaser herein along with other Purchasers will raise any claim, objection or demand in such a revision, expansion or further alterations in the said entire scheme of construction on the amalgamated property and that the Purchaser has seen and verified the same and has granted his/her express and irrevocable consent and confirmation thereto and the Purchaser herein shall not raise any objection thereto and shall rendered the cooperation to the same.



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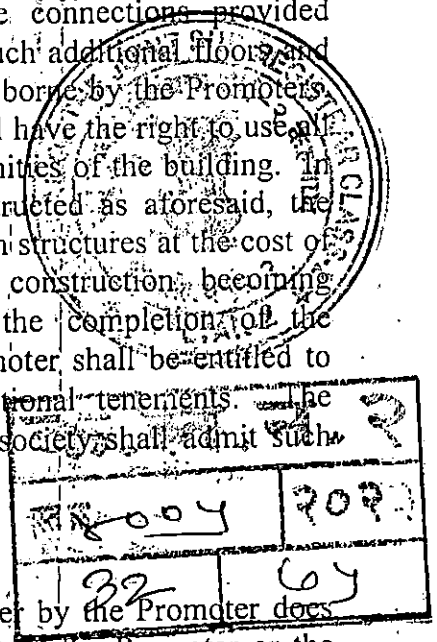
32. The Promoter has clearly brought to the notice and knowledge of the Purchaser that there is are recreational facilities in the said scheme of construction and further the Promoter has also brought to the notice and knowledge of the Purchaser that they will be acquiring the adjacent properties and during the course of construction will be amalgamating the present scheme of construction with the adjacent lands and in such event, the Promoter will change / shift the location of the recreational facilities and further that such recreational facilities will be used, utilized, availed and shared by the intending purchasers of the buildings to be constructed on the said property along with the other amalgamated properties and the purchaser herein along with the other purchasers will not raise any objection, hindrance and/or obstruction for such use of the above facilities by the other intending purchasers and the Purchaser herein has granted his/her express and irrevocable consent for the same and agree and assure that such above covenant shall always remain binding upon him. The Promoter has also annexed the copy of the plan showing the proposed amalgamation of the adjacent plots in the said scheme of construction and the Purchaser has seen and verified the same has granted his express and irrevocable consent for the same

33. It is agreed that if before the execution of the conveyance in favour of the proposed society and further construction on the land is allowed in accordance with the rules and regulations of the Municipal Authority then the Promoters would be entitled to put up additional or other construction without any hindrance by the Purchaser. Provided that any payment may, have to be made to the Municipal Authority for such additional construction shall be paid by the Promoter. The Promoter shall be entitled to sell premises forming part of such additional construction in such manner as they may think fit and proper to any person or persons for such consideration as the Promoter may in his absolute discretion deem fit and proper. The Promoter will in those events be entitled to connect the electric meter, sanitary and drainage connections provided however that all costs of construction of such additional floors and the connection to be made thereto shall be borne by the Promoters. The Promoter and / or their transferees shall have the right to use all the staircases, lifts and other common amenities of the building. In the event of additional floors being constructed as aforesaid, the water tank shall be shifted to the top of such structures at the cost of the Promoter. Even if any additional construction becoming permissible on the said building after the completion of the construction of the said building, the Promoter shall be entitled to construct the same and to sell the additional tenements. The Purchaser herein and the members of the society shall admit such new intending purchasers at its members.

34. **BINDING EFFECT**

Forwarding this Agreement to the Purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser until, firstly, the Purchaser signs and delivers this

T. R. Kale



Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Purchaser (s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration, as and when intimated by the Promoter, then the Promoter shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

35. ENTIRE AGREEMENT

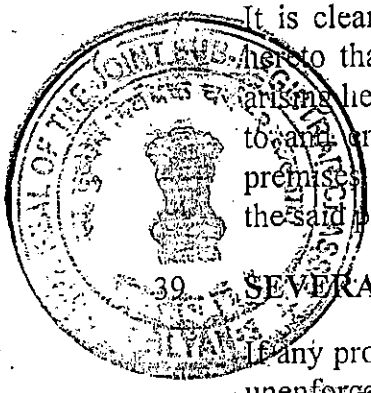
This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, any, between the Parties in regard to the said premises as the case may be.

36. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties herein

37. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchasers of the said premises, in case of a transfer, as the said obligations go along with the said premises for all intents and purposes.



39. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

Handwritten notes and stamps in a box, including the number '33' and some illegible text.

40. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Handwritten signatures and initials at the bottom of the page.

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the said premises to the total carpet area of all the said premises in the Project.

41. FURTHER ASSURANCES

The Parties herein 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.

42. 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, in after the Agreement is duly executed by the Purchaser and the Promoter or simultaneously with the execution the said Agreement shall be registered at the appropriate office of the Sub-Registrar.

43. The Purchaser and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

44. That all notices to be served on the Purchaser and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Promoter by Registered Post A.D and notified Email ID, at their respective addresses specified above.

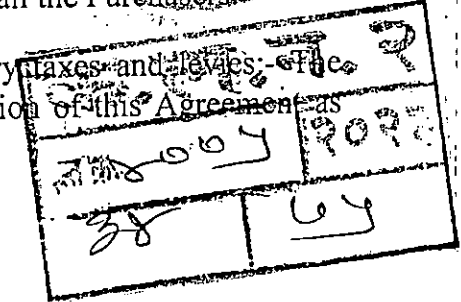
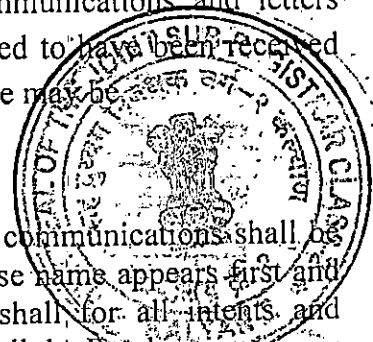
It shall be the duty of the Purchaser and the promoter to inform each other their address, email ID or any change in address or email ID subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall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

45. JOINT PURCHASERS

That in case there are Joint Purchasers all communications shall be sent by the Promoter to the Purchaser 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 Purchasers.

46. Stamp Duty and Registration and statutory taxes and levies: of the charges towards stamp duty and Registration of this Agreement as

*T. R. Kaish*



well as statutory government, Semi-Government taxes and levies, service tax, goods and service tax, value added tax and all other direct and indirect taxes shall be borne by the Purchaser alone.

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

48. **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 or the time being in force.

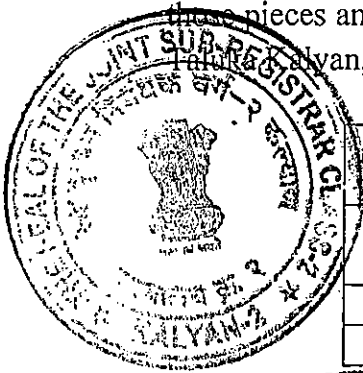
49. It is hereby made clear that furniture layout, colour scheme elevation treatment, trees garden lawns etc. shown on the pamphlet and literature are shown only to give overall idea to the Purchaser and the same are not agreed to be provided by the promoters unless specifically mentioned and agreed in this agreement. The Promoters reserves the right to make changes in Elevations, Designs, and Colors of all the materials to be used at his sole discretion. In all these matters the decision of the Promoters are final and it is binding on the Purchaser.

50. This agreement shall always be subject to the provisions contained in Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder and any other provisions of Law Applicable thereto.

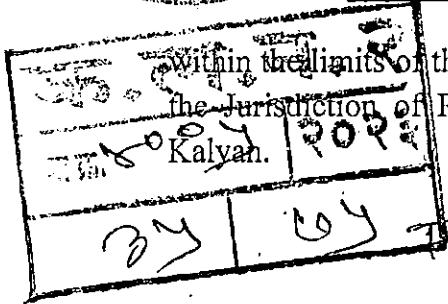
**FIRST SCHEDULE**

(Description of the property)

ALL that area admeasuring 2693.00 sq. meters, forming the part of all the pieces and parcels of land lying being at situated at Village Gauripada, Kalyan, District Thane have bearing:



Survey No.	Hissa No.	Total Area (H-R-P)	Total Area (In Sq. meters)
44	2	0-34-7 0-01-0	3570
43	2	0-09-6	960
Total Area in sq. meters			4530



2 Kalyan

**SECOND SCHEDULE ABOVE REFERRED TO**

(Description of said premises)

All that premises being Flat bearing No. 706, on 7<sup>th</sup> Floor, admeasuring 40.62 sq. meters carpet Plus Patio Area of 4.60 sq. meters in Building / Wing "B" in the scheme of construction known as "SHRUSHTI AVENUE" to be constructed on the property described in the First Schedule herein above written.

IN WITNESS WHEREOF the parties have set and subscribed their respective hands and seals to this writing on the day and the year first hereinabove mentioned.

**SIGNED & DELIVERED**

by the within named

**PROMOTER**

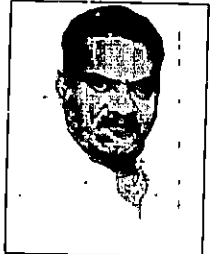
**M/s DATTATRAY HOUSING DEVELOPERS,**

a Sole Proprietary Concern,  
through its Sole Proprietor,

**Shri Kishor Dattatarya Desai**



*Desai*



**SIGNED & DELIVERED**

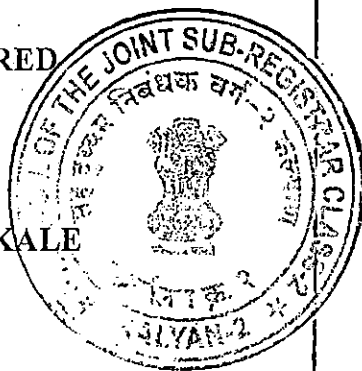
by the within named

**PURCHASERS**

**Mr. TEJAS RATAN KALE**



*T R. Kale*



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WITNESS:

1) Shailch Zam ch

[Signature]

2) Sandeep P shra

[Signature]

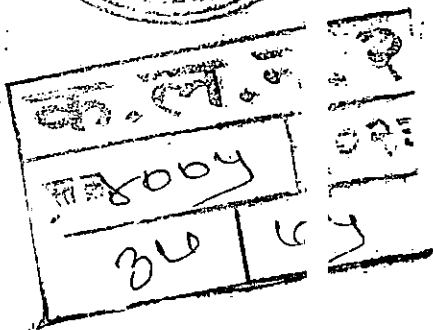
RECEIPT

RECEIVED WITH THANKS FROM ]  
 THE WITHIN NAMED PURCHASER/s ]  
 THE SUM OF Rs. 20,00,000/- ]  
 (Rupees Twenty Lakhs Only) being the ]  
 part price / consideration ]  
 in respect of sale of the flat hereinabove ]  
 mentioned. ]

] I SAY RECEIVED

[Signature]

PROMOTER





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तालुका काठ्या/०

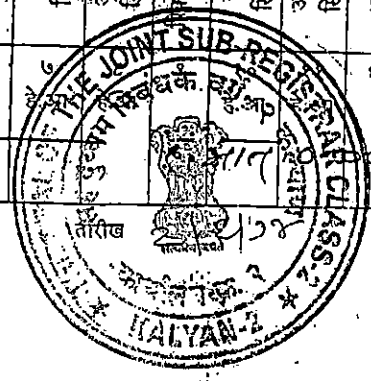
भूमापन क्रमांक <b>४३/२</b>	भुमा.का.चा. उपविभाग	भू-धारण प्रकार	भूगणवटदाराचे नांव <b>(५०) (२३२) (७९७)</b>	खाते क्रमांक
शेताचे स्थानिक नांव -			१) <b>वाळ्या किडल कांबळ</b>	कुळाचे नांव - रु. पैसे
लागवडा एकर गुठे	हेक्टर आर प्रती		२) <b>सावित्रीबाई पांड्या गायक्यास खंद</b>	खंद
योग्य क्षेत्र चौ.वार	चौ.मिटर		<b>(७६४)</b>	इतर अधिकार - <b>७ (३३९) (९६)</b>
एकूण	०-०९-६			<b>(४३३)</b>
पो.ख. लागवडी योग्य नसलेली				
वर्ग (अ)	S			
वर्ग (ब)				
एकूण				
आकारणी	रु. पैसे			
जडी अथवा विशेष आकारणी	१-२५			
एकूण	१-२५			

गां.न.क्र. १२ (पिकाची नोंदवही)

वर्ष	हंगाम	पिकांखालील क्षेत्र										पडीत व पिकास निरुपयोगी अशा जमिनीचा तपशिल	पणी सुपेव्याचे सामन	जमीन करणाऱ्याचे नांव	शेरा					
		शिशुपिकाचे एकूण क्षेत्र					घटक पिके व प्रत्येक पिकाचे क्षेत्र									निगळपिकाचे क्षेत्र				
		पिकाचे नांव	एकर	मिटर	अंश	सेकंद	पिकाचे नांव	एकर	मिटर	अंश	सेकंद					पिकाचे नांव	एकर	मिटर	अंश	सेकंद
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५	१६					
			हे.आ	हे.आ																

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अस्सल बरहुकुम खरी नक्कल रजू असे.



तल्लो सजा चिंकापार  
तलो सजा  
ता. कल्याण जि. ठाणे.

क.ल.न. २  
२००५  
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गांव झांझिडा

गां.न.क्र. ७ व १२

तालुका कल्याण

भूमापन क्रमांक	भूमा.क.चो. उपविभाग	भू-पार
४४/२		
शेताचे स्थानिक नांव -		
लागवडा एकर गुठे	हेक्टर आर	प्रती
योग्य क्षेत्र चौ.नार	चौ.मिटर	
	०.३४	७
एकूण	०.३४	७
पो.ख. लागवडी योग्य नसलेली		
वर्ग (अ)		
वर्ग (ब)	०.०९	०
एकूण	०.०९	
आकारणी	र.	पैसे
जडी अथवा विशेष आकारणी	१.५	५
	१.५	५

प्रकार

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शिवशम डोतपिंप हायरेडफ केणे  
 जानकुबाई पदु केणे  
 दशरथ पदु केणे  
 दिलीप पदु केणे  
 सुमित्रा बांडुंगा पावश  
 शारदा कलाम जोशी  
 रत्ना संजय पावश  
 जिलाबाई अनंता केणे  
 अतोष अनंता केणे  
 अकुशा अनंता केणे  
 माच्छी अनंता केणे  
 वनिता अरुण कडु  
 वनिता अनंता केणे  
 विठाबाई शानिवार केणे  
 अनिता शंभु धारिल  
 अपिप शानिवार केणे

खते क्रमांक

इतर अधिकार - उकडा ३३७  
 गेफाळ आवा व एकुप  
 नावा बाबु ४५३ ३६५  
 ७३० शंभु बाबु वापरी  
 ५५ शंभु शारदा शंभु वापरी

७३०

वर्ष	हंगाम	मिळविलेले एकूण क्षेत्र	पट
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2023/24

पिकांखालील क्षेत्र		पडीत व पिकास निरुपयोगी अशा जमिनी चा तपशिल	
पिक व प्रत्येक पिकाचे क्षेत्र	मिळविलेले क्षेत्र	वर्ष	क्षेत्र
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जमीन करपाराचे नांव	शेरा
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अस्तित्वात नसलेली खरी नक्का रूजू असे.

ता. २१/११/१४

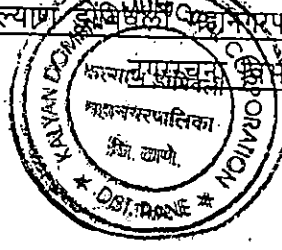
तालुका उपायुक्त कल्याण  
 ज. ठाणे



क. ल. न. १४

२०१४

७६ ७५



जा.क्र.कडोमपा/नरवि/बांप/कवि/२०१४-१५/२७/५२  
दिनांक :- ०४/०५/२०२२

सुधारीत बांधकाम परवानगी  
(१०१६.०० चौ.मी. ह.वि.ह. क्षेत्रासह)  
श्रीमती.लिलाबाई अनंत केणे व इतर  
कु.मु.प.धारक - श्री.किशोर दत्तात्रय देसाई  
वास्तुशिल्पकार- श्रीमती. शोभना देशपांडे, (वास्तु) कल्याण (प.)

विषय:- मौजे गौरीपाडा, येथील स.नं.४३/२, ४४/२ या भूखंडावरील सुधारीत बांधकाम मंजूरीबाबत.  
संदर्भ:- १) सुधारीत बांधकाम परवानगी जा.क्र.कडोमपा/नरवि/बांप/कवि/२०१४-१५/२७/५२,  
दि.२३/०५/२०१७.  
२) जा.क्र.कडोमपा/नरवि/हविह/५३०३ दि.११/०३/२०२०.  
३) आपला दि.१७/०३/२०२० रोजीचा श्रीमती.शोभना देशपांडे, (वास्तु) कल्याण (प.) यांचे  
मार्फत सादर केलेला अर्ज.

महाराष्ट्र प्रादेशिक व. नगररचना अधिनियम १९६६ चे कलम ४४ तसेच म.प्रा.व.न.र. अधिनियम १९६६ चे कलम ४५ नुसार मौजे गौरीपाडा, येथील स.नं.४३/२, ४४/२ येथे २३८४.०० चौ.मी. क्षेत्राच्या भूखंडावर २१९७.८४ चौ.मी. चटई क्षेत्रास संदर्भ क्र.१ अन्वये सुधारीत बांधकाम परवानगी प्रदान करण्यात आलेली असून सद्यस्थितीत संदर्भ क्र.२ नुसार आवेदकाने जिना अधिमुल्य वापरून व १०१६.०० चौ.मी. हस्तांतरणीय विकास हक्क वापरून एकूण ३३९२.२३ चौ.मी. चटई क्षेत्राचा विकास करावयास मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९ चे कलम २५३ अन्वये सुधारीत बांधकाम करण्यासाठी दिनांक १७/३/२०२० च्या अर्जानुसार बांधकामास पुढील अटी व शर्तीस अधिन राहून तुमच्या मालकीच्या जागेत हिरव्या रंगाने दुरुस्ती दाखविल्याप्रमाणे वाडे-भिंतीसह इमारतीच्या बांधकामाबाबत, सुधारीत बांधकाम परवानगी देण्यात येत आहे. इमारतीच्या व जागेच्या मालकी हक्कासंदर्भात कुठलाही वाद निर्माण झाल्यास त्याला सर्वस्वी आपण जबाबदार राहाल या अटीवर हे सुधारीत बांधकाम प्रमाणपत्र देण्यात येत आहे.

इमारत विंग अ - स्टिक्ट (पै), तळ (पै) + पहिला मजला ते सातवा मजला (रहिवास + वाणिज्य)  
इमारत विंग बी - स्टिक्ट (पै), तळ (पै) + पहिला मजला ते दुसरा मजला + तिसरा मजला ते सातवा मजला (रहिवास)

सहाय्यक संचालक, नगररचना (करिता)  
कल्याण डोंबिवली महानगरपालिका, कल्याण.

- सदर सुधारीत बांधकाम परवानगी दिल्याचे तारखेपासून एक वर्षापर्यंत वैध असेल, नंतर पुढील वर्षासाठी मंजूरीपत्राचे नूतनीकरण मुदत संपण्याआधी करणे आवश्यक आहे. नूतनीकरण करताना किंवा नवीन परवानगी घेताना त्यावेळी अस्तित्वात आलेल्या नियमांच्या व नियोजित विकास योजने अनुषंगाने छाननी करण्यात येईल.
- नकाशात हिरव्या रंगाने केलेल्या दुरुस्त्या आपल्यावर बंधनकारक राहतील.
- बांधकाम चालू करण्यापूर्वी सात दिवस आधी महापालिका कार्यालयास लेखी कळविण्यात यावे.
- ही परवानगी आपल्या मालकीच्या कब्जातील जमीनीव्यतिरिक्त अन्य जमीनोवर बांधकाम अगर विकास करण्यास हक्क देणं करतं येईल.
- इमारतीचे बांधकाम या सोबतच्या मंजूर केलेल्या नकाशाप्रमाणे आणि घालून दिलेल्या अटीप्रमाणे करतं येईल.
- वाडेभिंत व जोत्याचे बांधकाम झाल्यानंतर वास्तुशिल्पकाराचे, मंजूर नकाशाप्रमाणे वाडेभिंतीचे व जोत्याचे बांधकाम केल्याबद्दल प्रमाणपत्र महानगरपालिकेस सादर करण्यात यावे, व ते या कार्यालयाकडून तपासून घेऊन "जोत्या" पूर्णत्वाचा दाखिलेदार घेण्यात यावे व त्यानंतरच पुढील बांधकाम करण्यात यावे.
- सदर अभिन्यासात कोणत्याही प्रकारचा फेरफार पूर्व परवानगी घेतल्याशिवाय करू नये तसे केल्याचे आदेशानुसार आपल्या सदरचे सुधारीत बांधकाम प्रमाणपत्र रद्द झाले असे समजण्यात येईल.
- इमारतीच्या बांधकामाच्या सुरक्षिततेची (स्ट्रक्चरल सेफटी) जबाबदारी सर्वस्वी आपले वास्तुशिल्पकार व खासतःच विधानेच्याचेवर राहिल.
- नकाशात दाखविलेल्या गाळयांच्या संख्येमध्ये व नियोजनामध्ये पूर्वपरवानगीशिवाय बदल करू नये तसेच फ्लॉटच्या हद्दीत इमारती भोवती मोकळ्या सोडावयाच्या जागेत बदल करू नये व त्यामध्ये कोणत्याही प्रकारचे बांधकाम करू नये.
- नागरी जमीन कमाल मर्यादा अधिनियम १९७६ मधील तरतूदी प्रमाणे जागा बाधित होत असल्यास त्याची सर्वस्वी जबाबदारी आपलेवर राहिल.
- भूखंडाकडे जाण्या-येण्याच्या मार्गाची जबाबदारी संपूर्णपणे आपलेकडे राहिल. सुधारीत बांधकाम प्रमाणपत्र नियोजित रस्त्याप्रमाणे दिले असल्यास त्या रस्त्याचे काम महानगरपालिकेच्या सोयी प्रमाणे व प्राधान्याप्रमाणे केले जाईल व तसा रस्ता होईपर्यंत इमारतीकडे जाणाऱ्या येणाऱ्या मार्गाची जबाबदारी सर्वस्वी आपली राहिल.



क.ल.न.२  
०४/०५/२०२२  
४०/७५





ज्याअर्थी, जंदार यांनी दि. ०७/०३/२०११ रोजीचे "महाराष्ट्र जनमुद्रा" येथे जिल्हास्तरीय व दि. ०६/३/२०११ रोजीचे "जनमत" या तालुकास्तरीय वृत्तपत्रात जाहिरनामा प्रसिध्द करणेत आला असत हरकतदार १. श्री. बाळ्या कांबळे यांचे वतीने वकील, श्री. गणेश प्रभाकर घोलप, २. श्री. गजानन रा. केणे, माहन चंदू केणे व इतर ३. श्रीम. लिलाबाई अनंत केणे व इतर यांचे तर्फे अॅड रघुनाथ व्ही. ऋणिक यांनी हरकती अर्ज दाखल केले होते. परंतु प्रस्तुत हरकती अर्जाचे अनुषंगाने दोन्ही पक्षकारांचे म्हणणे ऐकून हरकतदार यांचे हरकती अर्ज या कार्यालयातचे पत्र क्र. महसूल/क-१/टे-७/एनएपी, गौरीपाडा-कल्याण/एसआर-३८/११ नविन एसआर-३३/१२ दिनांक ११/०१/२०१३ अन्वये निका ी काढणेत आले आहेत.

आणि ज्याअ र्ज कल्याण-डोबिवली महानगरपालिका कल्याण यांनी त्यांचेकडील क्र. कडोंमपा/नरवि/ बाप/कार् -७१८-३५ दि. २४/०२/२०११ अन्वये मौजे- गौरीपाडा, ता.कल्याण येथील स.नं. ४३/२ व ४ /२ क्षेत्र ४५३०.०० चौ.मी. मधील सर्वे प्रमाणे प्रत्यक्ष जागेवरील क्षेत्र २६९३.०० टैकी २६६३.८६ गै.मी. चटई क्षेत्राच्या जमिनीस अंतरिम. स्वरुपाचे मंजूरीपत्र (I.O.D.) दिलेली असून बांधकाम न ाशे मंजूर केलेले आहेत. तसेच क्र. क.डों.म.पा./न.र.वि./७११६ दि. २५/१०/२०१२ अन्वये मुदा वाढ दिलेली आहे.

त्याअर्थी ३ ा महाराष्ट्र जमीन महसूल अधिनियम १९६६ चे कलम ४४ अन्वये जिल्हाधिकारी ठाणे यांच्याक निहित करण्यांत आलेल्या अधिकारांचा वापर करून उक्त जिल्हाधिकारी या आदेशाद्वारे श्री. बाळ्या डुल कांबळे, श्रीम. सावित्रीबाइर पांड्या गायकवाड, श्री. शिवराम गोविंद टावरे ऊर्फ केणे, जानकूबाई दु केणे, दशरथ पट्टु केणे, दिलीप पट्टु केणे, सुमित्रा पांडुरंग पावशे, शारदा कैलास जोशी, रत्ना संजय ावशे, लिलाबाई अनंता केणे, संतोष अनंता केणे, अंकुश अनंता केणे, मच्छिद्र अनंता केणे, वनित अरुण कडू, मनिषा अनंत केणे, विठाबाई शनिवार केणे, सुनिता राजु पाटील, संदीप शनिवार केणे आनिता हनुमान कालन, नितीन शनिवार केणे व गोपाल आबा ए.कु.पु. नागो बाबु टावरी, राघो बु टावरी, दत्तू सावळारान टावरी यांना ठाणे जिल्हयातील कल्याण तालुक्यामधील मौजे- गौरी डा, ता.कल्याण येथील स.नं. ४३/२ क्षेत्र ९६०.०० चौ.मी. व ४४/२ क्षेत्र ३५७०.०० १.मी. पैकी १७००.०० चौ.मी. क्षेत्र वगळून एकूण क्षेत्र ४५३०.०० चौ.मी. पैकी (कल्याण डोंबिवली महानगरपालिका यांचेकडील मंजूर बांधकाम नकाशाप्रमाणे २६९३.०० चौ.मी.) मधून क.डों.म.पा. व्रे मंजूर नकाशातील रोड सेट बॅक एरियाचे क्षेत्र ८००.०० चौ.मी. वगळून एकूण क्षेत्र १८९ .०० चौ.मी. पैकी क्षेत्र १७४४.३३ चौ.मी. क्षेत्रास रहिवास व १४८.६७ चौ.मी. क्षेत्रास ाणिज्य या बिगरशेतकी प्रयोजनार्थ वापर करण्याबाबत पुढील शर्तीवर अनुज्ञा (परमीशन) देण्यांत न असून कल्याण डोंबिवली महानगरपालिका यांचेकडील मंजूर बांधकाम नकाशाप्रमाणे वांधकाम अन् य राहिल.

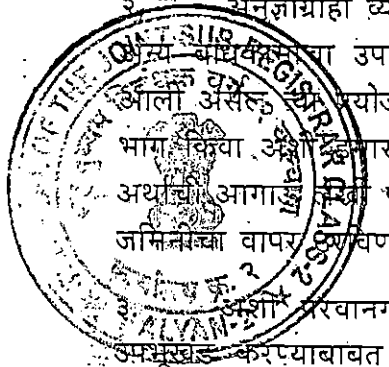
**त्या शर्ती अशा:-**

१. ही परवानगी अर्ज नेयम त्याखालील केलेले नियम यांना अधिन ठेवून देण्यांत आलेली आहे.

२. अनज्ञाग्राही व्यक्ती (ग्रॅंटीने) अशा जमीनीचा वापर व त्यावरील इमारतीच्या आणि किंवा ज्या बांधकामाचा उपयोग उक्त जमीनीचा ज्या प्रयोजनार्थ उपयोग करण्यास परवानगी देण्यांत आली असेल त्या प्रयोजनां केवळ केला पाहिजे आणि त्याने अशी जमीन किंवा तिचा कोणताही भाग किंवा अशी इमारत यांचा इतर कोणत्याही प्रयोजनार्थ जिल्हाधिकारी ठाणे यांच्याकडून तशा अर्थाची आगाऊ परवानगी मिळविल्याशिवाय वापर करता कामा नये. इमारतीच्या वापरावरून जमिनीच्या वापर देण्यांत आलेल.

३. अशा परवानगी देणा-या प्राधिका-याकडून अशा भूखंडाची किंवा त्यांचे जे कोणतेही उपभूखंड करण्याबाबत मंजूरी मिळाली असेल त्या उपभूखंडाची आणखी पोटविभागणी करता

४. अनज्ञाग्राही व्यक्तीने (अ) जिल्हाधिकारी व संबंधित नगरपालिका प्राधिकरण यांचे समाधान हाईल अशा रीतीने अशा जमीन रस्ते, गटारे वगैरे बांधून आणि (ब) भूमापन विभागाकडून अशा



क.डों.म.पा. २	
४३	७५

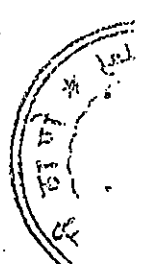
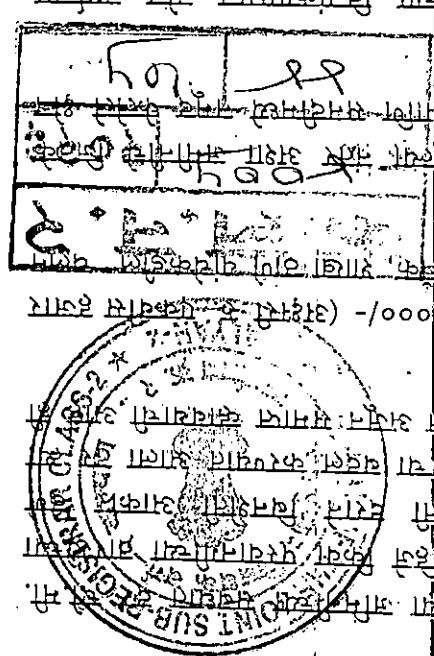
क. महसूल/क-१/ट-७/एनएपी/ग्रीनफील्ड-कल्याण/एसआर-३८/२०११तम १०८/१३  
 आत मजूर आरखड्याप्रमाणेच काटेकोरपणे विकसित केली पाहिजे आणि अशा रीतीने ती जमीन  
 विकसित केली जाई पर्यंत त्या जमीनीची कोणत्याही रीतीने विखंडित लावता आणू नये.

५. अर्जायादी व्यक्तीस असा भूखंड विक्रावयाचा असून किंवा त्यांनी इतर प्रकारे विखंडित  
 लावाची असून तर अशा अर्जायादी व्यक्तीने ती भूखंड या आदेशाला आणि सनदीमधून नमूद  
 केल्या शर्तीचे पालन करूनच विकणे किंवा अशा शर्तीनुसारच त्याची अन्य प्रकारे विखंडित लावणे  
 आणि त्याचे निष्पादित केल्या विलेखात तसा खास उल्लेख करणे हे त्याचे कर्तव्य असून.  
 ६. या सोबत जोडलेल्या स्थळ आराखड्यात आणि किंवा इमारतीच्या नकाशात निर्दिष्ट  
 केल्याप्रमाणे इतक्या जाते क्षेत्रावर बांधकाम करण्याविषयी ही परवानगी देण्यात आलेली आहे.  
 सदर भूखंडातील नकाशात दर्शविल्याप्रमाणेच उर्वरित क्षेत्र विना बांधकाम मोकळे सोडले पाहिजे.

७. प्रस्तावित बांधकाम हे नकाशात दर्शविलेल्या मजल्यापेक्षा जास्त मजल्याचे असू नये.  
 ८. प्रस्तावित बांधकाम हे नकाशात दर्शविलेल्या मजल्यापेक्षा जास्त मजल्याचे असू नये.  
 ९. अर्जायादी व्यक्तीने साबत जोडलेल्या नकाशात दर्शविल्याप्रमाणे सीमांतिक मोकळे अंतर  
 (ओपन मार्जिनल डिस्टेंस) सोडले पाहिजे.  
 १०. या आदेशाच्या दिनांकापासून एक वर्षाच्या कालावधीत अर्जायादी व्यक्तीने अशा  
 जमीनीचा विगार शीती प्रयोजनासाठी वापर करण्यास सुरुवात केली पाहिजे. मात्र वेळोवेळी असा  
 कालावधी वाढवण्यात आला असून तर ती गोष्ट अलाहिदा. अर्जायादी व्यक्तीने उपरोक्त प्रमाणे  
 न केल्यास ही परवानगी रद्द करण्यात आली असल्याचे समजण्यात येईल.

११. अर्जायादी व्यक्तीने अशा जमीनीचे विगार शीतकी प्रयोजनास वापर करण्यास ज्या  
 दिनांकापासून सुरुवात केली असून किंवा ज्या दिनांकास त्याने अशा जमीनीच्या वापरात बदल  
 केला असून तर ती दिनांक त्याने एक महिन्याच्या आत तलाक्यामाफक कल्याण तहसिलदारसंस  
 कळविले पाहिजे. जर ती असे करण्यास सुरुवात न करू शकत असेल तर ती दिनांकास वापरात बदल  
 करविले पाहिजे. अशा जमीनीच्या वापरात कोणत्याही प्रकारचा बदल करण्यात आला असे  
 बंधनकारक राहिले. अशा जमीनीच्या वापरात कोणत्याही प्रकारचा बदल करण्यात आला असे  
 प्रसंगी निरळ्या दराने विगार शीतकी आकरणीच्या रकमेची मूदत अर्जासमाप्त करावयाची आहे.  
 गोष्ट विचारित घेण्यात येणार नाही.

१२. सदर जमीनीची अती तातडीची मोजणी की रक्कम रु. २१,०००/- (अंदाजे) देण्यास देणारा  
 माफी चलन क्र. ७५३/२०१३, दि. २७/१२/२०१३, भारतीय स्टेट बँक, शाखा, वी.पी.ए.डी. रोड, मंगलूर  
 क. २८४ दिनांक २७/१२/२०१३ अन्वये शासन जमा केली आहे.  
 १३. भूमिपान विभागाकडून जमीनीची मोजणी करण्यात आल्याने अशा जमीनीची मोजणी  
 क्षेत्राकडे आढळून येईल तितक्या क्षेत्रफळानुसार या आदेशाला आणि सनदीमधून नमूद  
 तसेच विगारशीतकी आकरणी यात बदल करण्यात येईल



१४. सदर जमीनीच्या विगारशीतकी वापरास प्रारंभ केल्याच्या दिनांकापासून दोन वर्षांच्या  
 कालावधीत अर्जायादी अशा जमीनीवर आवश्यक ती इमारत बांधली पाहिजे. अन्यथा सदर  
 आदेश रद्द समजण्यात येईल व अर्जायादी यांना अर्जायादी नव्याने अर्ज सादर  
 करावा लागेल.









# Maharashtra Real Estate Regulatory Authority

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

This extension of registration is granted under section 6/7 of the Act, to the following project: **Project: SHRUSHTI AVENUE**  
**Plot Bearing / CTS / Survey / Final Plan No.: 43/2 44/2 at KHADAKPADA, Kalyan, Thane, 42130,** registered with the  
regulatory authority vide project registration certificate bearing No P51700013592 of

1. Mr./Ms. Kishore Dattatray Desai son/daughter of Mr./Ms. DATTATRAY SHIVRAM DESAI Tehsil: Kalyan, District: Thane, Pin: 421301, situated in State of Maharashtra.

2. This renewal of registration is granted subject to the following conditions, namely:-  
• The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 (2) of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;  
• The promoter shall deposit twenty 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 (I) of sub-section (2) of section 4 read with Rule 5;

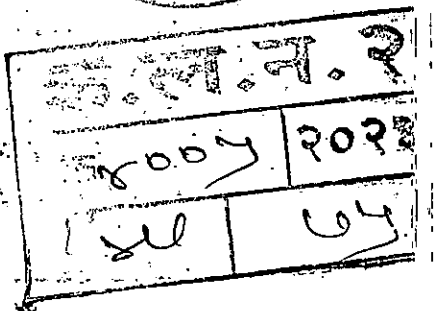
OR  
That entire of the amounts to be realised hereinafter by me/promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that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

- The registration shall be valid up to 22/10/2022 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 6/7 of the Act read with rule 7 the Act.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- That the promoter shall take the pending approvals from the competent authorities
- If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Dated: 29/11/2021  
Place: Mumbai



Signature valid  
Digitally Signed by  
Dr. Vasant Premchand Prabhu  
Signature (Secretary, Maharashtra Real Estate Regulatory Authority)  
Date: 29-11-2021 16:01:43



**GANESH P. GHOLAP**

(M.A.B.Ed.,LLb.)

**ADVOCATE - HIGH COURT**

Off: Ground Floor, Ritesh Tower CHS,  
Near Commissioner Bungalow, Opp. Tejashri,  
MSEDCL Office, Karnik Road, Kalyan(W.)  
Postal Add:- Usha Sadan, Birla College Rd.  
Mllnd Ngr., Kalyan(W.) Dist- Thane,  
9867264723 / 9821130941

Ref no. Title/1/Desai

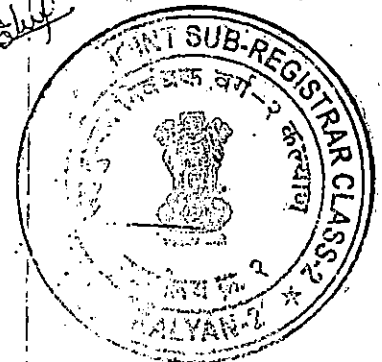
Date: 25/04/2015

To,  
M/s DATTATRAY HOUSING DEVELOPERS,  
a Sole Proprietary Concern,  
through its Sole Proprietor,  
Shri Kishor Dattatarya Desai,  
having address at Vastu Kirti Bungalow,  
Flower Valley, Bhiwandi-Murbad Road,  
Khadakpada, Kalyan (W), District Thane.

REG: ALL that area admeasuring 2693.00 sq. meters, forming  
the part of amalgamated property being all those pieces and parcel of  
land lying being at situated at Village Gauripada, Taluka Kalyan,  
District Thane bearing:

Survey No.	Hissa No.	Total Area (H-R-P)	Name of Owners/ Bhogwadars
44	2	0-34-7 0-01-0	Shivram Govind Taware and Others
43	2	0-09-6	Shri Balya alias Ravidas Vitthal Kamble and Others

and within the limits of the Kalyan Dombivli Municipal Corporation and  
within the Jurisdiction of Registration District Thane, Sub-Registration  
District Kalyan and is respectively owned by respective Owners as



2004 2023	
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stated here above, herein after the total area of land under  
 developer from respective properties as stated above is called and  
 referred to "Said Property".



1000	1000
1000	1000
1000	1000

READ :  
 1. Extract. 7/12.

2. Relevant Mutation Entries.

3. Khate Nos.

4. Development Agreement dated 11/01/2008 registered in the (Office of Sub-Registrar of Assurances at Kalyan under Sr. No. 00417/2008 dated 14/01/2008 made and executed between the M/s Dattatray Housing Developer a Sole Proprietary Concern, through its Sole Proprietor, Shri Kisor Dattatraya Desai, having address at Vasu Kirti Bunglow, Flower Valley, Bhiwandi-Murbad Road, Khadakpada, Kalyan (W), District Thane, as Developer and Shri Shivram Govind Taware alias Kene and others as the Owners and Shri Vasani Nago Taware and others as the Containing Party.

5. Supplementary Agreement dated 11/01/2008 registered in the Office of Sub-Registrar of Assurances at Kalyan under Sr. No. 00418/2008 dated 20/1/2008 made and executed between M/s Dattatray Housing Developer, a Sole Proprietary Concern, through its Sole Proprietor, Shri Kisor Dattatraya Desai, having address at Vasu Kirti Bunglow, Flower Valley, Bhiwandi-Murbad Road, Khadakpada, Kalyan (W), District Thane, as Party of the One Part and Smt. Janakubai Padu Kene and others as the Party of the Other Part.

*Handwritten signature*

**GANESH P. GHOLAP**

(M.A.B.Ed., LL.B.)

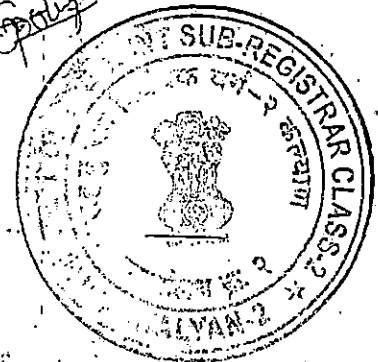
**ADVOCATE - HIGH COURT**

Off:- Ground Floor, Ritesh Tower CHS,  
Near Commissioner Bungalow, Opp. Tejashri,  
MSEDCL Office, Karnik Road, Kalyan(W.)  
Postal Add:- Usha Sadan, Birla College Rd.  
Milind Ngr., Kalyan(W.) Dist. Thane,  
9867264723 / 9821130941

Ref no. Title/1/Desai

Date:- 25/04/2015

6. Agreement For Sale Cum Development dated 24/12/ 2009 registered at the Office of Sub-Registrar of Assurances at Kalyan under Sr. No. 02023/2010 dated 24/02/2010 made and executed between the M/s Dattatray Housing Developers, a Sole Proprietary Concern, through its Sole Proprietor, Shri Kishor Dattatarya Desai, having address at Vastu Kirti Bungalow, Flower Valley, Bhiwandi-Murbad Road, Khadakpada, Kalyan (W), District Thane, as Purchaser/Developer and Shri Balya alias Ravidas Vitthal Kamble and Others as the Owners
7. I.C.D. granted by Kalyan Dombivli Municipal Corporation bearing No. KDMC/NRV / BP / KV / 718-353 dated 24/02/2011.
8. Development Agreement dated 10/02/2012 registered at the Office of Sub-Registrar of Assurances at Kalyan under Sr. No. 1296/2012 dated 10/02/2012 made and executed between the M/s Dattatray Housing Developers, as Party of the One Part and M/s Om Sai Enterprises, a Partnership Firm, having Office at Kalyan, Dist. Thane as the Party of the Other Part.
9. Compromise Decree dated 23/04/2013 passed in Special Civil Suit No. :22/2012 by Civil Judge (S.D.) at Kalyan.
10. Non-agricultural use permission obtained from The Collector, Thane in respect of said property under permission bearing No. Mahasul/K-1/T-7/NAP/Gauripada-Kalyan/SR-38/2011 New 108/13 dated 15/01/2014.



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11. Builder Commencement Certificate granted by Kalyan Dombivli Municipal Corporation bearing No. KDMC/ NRV/BP/KV/2014-15/27 dated 02/11/2014 in respect of said property.

12. Deed Confirmation dated 31/01/2015 registered at the Office of Sub-Registrar of Assurances at Kalyan under Sr. No. 1057/2015 made and executed between the Shri Dattu Savlaram Tawre for self and karta of Joint Hindu Family as the Party of the One Party and M/s Dattatray Housing Developers, a Sole Proprietary Concern, through its Sole Proprietor Shri Kishor Dattatarya Desai, having address at Vastu Kirti Bunglow Flower Valley, Bhiwandi-Murbad Road, Khadakpada, Kalyan (W), District Thane, as the Party of the Other Part.

13. Supplementary Agreement dated 06/04/2015 registered at the Office of Sub-Registrar of Assurances at Kalyan under Sr. No. 3089/2015 dated 06/04/2015 made and executed between M/s Dattatray Housing Developers, a Sole Proprietary Concern, through its Sole Proprietor, Shri Kishor Dattatarya Desai, having address at Vastu Kirti Bunglow, Flower Valley, Bhiwandi-Murbad Road, Khadakpada, Kalyan (W), District Thane, as Developer and Shri Shivram Govind Taware alias Keshavnagar and Others as the Owners and Shri Vasant Dago Taware and Others as Confirming Party.

14. No date Search Report dated 22/04/2015 from Searcher G.H. Dept.

15. Special Darkast no. 35/2014 which was pending in Civil Judge Senior Division, Kalyan. All Dispute Between Land owner & Builder are settled. There is No any Dispute pending in between them.



Handwritten notes and stamps in a rectangular box. The text includes '39/1-44' and other illegible markings.

*Handwritten signature*

**GANESH P. GHOLAP**

(M.A., B.Ed., LL.B.)

**ADVOCATE - HIGH COURT**

Off:- Ground Floor, Ritesh Tower CHS.  
Near Commissionor Bungalow, Opp. Tejashri,  
MSEDCL Office, Karnik Road, Kalyan(W.)  
Postal Add:- Usha Sadan, Birla College Rd.  
Millnd Ngr., Kalyan(W.) Dist- Thane,  
9867284723 / 9821130941

Ref no. Title/Desai

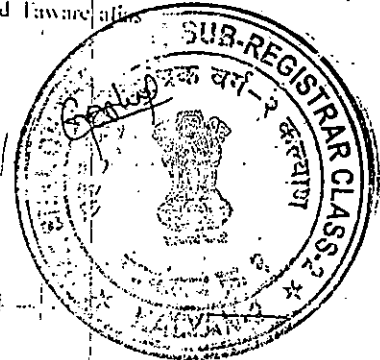
Date :- 25/04/2015

On perusal of Extract of 7/12, relevant mutation entries and Khate Utara it appears that Shri Shivram Govind Taware alias Kene and Others are the Owners and / or otherwise well and sufficiently entitled to all that piece and parcel of land lying, being at situated at Village, Gauripada, Taluka Kalyan, District Thane bearing:

Survey No.	Hissa No.	Total Area (H-R-P)
44	2	0-34-7 0-01-0

and within the limits of the Kalyan Dombivli Municipal Corporation and within the Jurisdiction of Registration District Thane, Sub-Registration District Kalyan, hereinafter called and referred to as the "Said Property No.1".

It further appears that by and under Development Agreement dated 11/01/2008 registered at the Office of Sub-Registrar of Assurances at Kalyan under Sr. No. 00417/2008 dated 14/01/2008 made and executed between the M/s Dattatray Housing Developers, a Sole Proprietary Concern, through its Sole Proprietor, Shri Kishor Dattatraya Desai, as Developer and Shri Shivram Govind Taware alias Kene and Others as the Owners and Shri Vasant Nagn Taware and Others as Confirming Party, said Owners i.e. Shri Shivram Govind Taware alias



25/04/2015	
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Kene and Others along with Confirming Party i.e. Shri Vasant Nago Taware and Others have granted the development rights in respect of said Property to M/s Dattatray Housing Developers, on terms and conditions and for the consideration mentioned therein and in pursuance thereof the said Owners i.e. Shri Shivram Govind Taware alias Kene and Others along with Confirming Party i.e. Shri Vasant Nago Taware and Others have also granted the Power of Attorney in favour of M/s Dattatray Housing Developers.

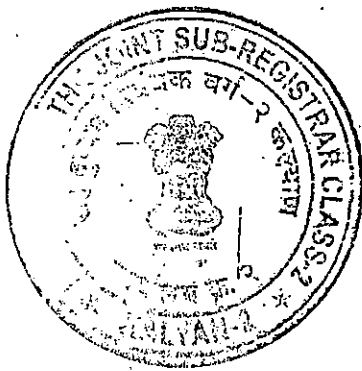
It further appears that in pursuance to said Development Agreement dated 11/01/2008, Supplementary Agreement dated 11/01/2008 registered in the Office of Sub-Registrar of Assurances at Kalyan under Sr. No. 00418/2008 dated 14/01/2008 is made and executed between M/s Dattatray Housing Developers, as Party of the One Part and Smt. Janakubai Padu Kene and Others as the Party of the Other Part on terms and conditions mentioned therein and for consideration mentioned therein.

Further on perusal of Extract of 7/12, relevant mutation entries and Khata it further appears that Smt. Balya alias Ravidas Vitthal Kamble and Others are the Owners and/or otherwise well and sufficient entitled to all that piece and parcel of land lying being at situated Village Gauripada, Taluka Kalyan, District Thane bearing:

Survey No.	Hissa No.	Total Area (H-R-P)
43	2	0-09-6

and within the limits of the Kalyan Dombivli Municipa. Corporation and within the Jurisdiction of Registration District Thane, Sub-Registration District Kalyan, hereinafter called and referred to as the "Said Property No. 2"

*Goel*



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५३	५५



**GANESH P. GHOLAP**

(M.A., B.Ed., LL.B.)

**ADVOCATE - HIGH COURT**

Off:- Ground Floor, Ritesh Tower CHS.  
Near Commissioner Bungalow, Opp. Tejashri,  
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Millind Ngr., Kalyan(W.) Dist- Thane,  
9867264723 / 9821130941

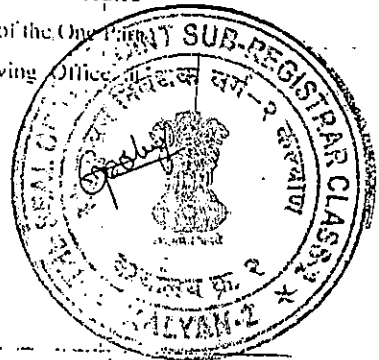
Ref no Title/1/Desai

Date 25/04/2015

It further appears that by and under Agreement For Sale Cum Development dated 24/12/ 2009 registered at the Office of Sub-Registrar of Assurances at Kalyan under Sr. No. 02023/2010 dated 24/02/2010 made and executed between the M/s Dattatray Housing Developers, as Purchaser/Developer and Shri Balya alias Ravidas Vitthal Kamble and Others as the Owners, said Owners i.e. Shri Balya alias Ravidas Vitthal Kamble and Others have agreed to sell the said property No. 2 together with rights in development said property No. 2 before conveyance of same to M/s Dattatray Housing Developers, on terms and condition and for the consideration mentioned therein and in pursuance thereof the said Owners i.e. Shri Balya alias Ravidas Vitthal Kamble and Others have also granted Power of Attorney in favour of M/s Dattatray Housing Developers.

It further appears that said M/s Dattatray Housing Developers obtained I.O.D. from Kalyan Dombivli Municipal Corporation bearing No. KDMC/NRV / BP / KV / 718-353 dated 24/12/2010.

It further appears that by and under Development Agreement dated 10/02/2012 registered at the Office of Sub-Registrar of Assurances at Kalyan under Sr. No. 1296/2012 dated 10/02/2012 made and executed between the M/s Dattatray Housing Developers, as Party of the One Part and M/s Om Sai Enterprises, a Partnership Firm, having Office



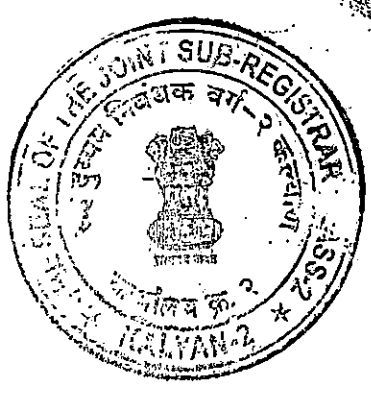
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Kalyan. Dis Thane as the Party of the Other Part, said M/s Dattatray Housing Developers transferred/assigned and granted the development rights in respect of an area admeasuring 495.00 sq. meters from said Property No. 1 in favour of said M/s Om Sai Enterprises, a Partnership Firm, on terms and conditions and for the consideration mentioned therein and in pursuance thereof the M/s Dattatray Housing Developers for self and on behalf of Owners of said Property No.1 have also executed Power of Attorney in favour of M/s Om Sai Enterprises.

It further appears that after the execution of said Development Agreement dated 11/01/2008 there arose a dispute between Owners of said property No. 1 and said M/s Dattatray Housing Developers and in pursuance of said dispute Smt. Lilabai Anant Kene and others from the Owners of said property No. 1 filed Special Civil Suit No. 122/2012 in the Court of Civil Judge (S.D.) at Kalyan against said M/s Dattatray Housing Developers and in due course necessary settlement was arrived at between the parties to said suit and in said suit consent terms were filed before Civil Judge (S.D.) at Kalyan and in terms of said consent terms Decree is passed by Civil Judge (S.D.) at Kalyan on 23/04/2013.

It further appears after the settlement of said Suit Decree of Confirmation dated 31/01/2015 registered at the Office of Sub-Registrar of Assurances at Kalyan under Sr. No. 1067/2015 is made and executed between the Shri Dattu Savlaram Tawre for self and karta of Joint Hindu Family as the Party of the One Party and M/s Dattatray Housing Developers as the Party of the Other Part, said Shri Dattu Savlaram Tawre for self and karta of Joint Hindu Family confirmed the execution of Development Agreement dated 11/01/2008 in respect of said Property

*Gandhi*



१००५		२०२	
५५		५५	

**GANESH P. GHOLAP**

(M.A.,B.Ed.,LLb.)

**ADVOCATE - HIGH COURT**

Off: Ground Floor, Ritesh Tower CHS,  
Near Commissioner Bungalow, Opp. Tejashri,  
MSEDCL Office, Karnik Road, Kalyan(W.)  
Postal Add: Usha Sadan, Birla College Rd.  
Millind Ngr., Kalyan(W.) Dist- Thane,  
9867264723 / 9821130941

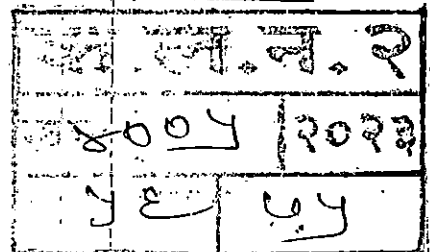
Ref no. Title/I/Desai

Date: 25/04/2015

No. 1 and the Consent Terms and Decree passed in Special Civil Suit No. 122/2012 in terms of which said M/s Dattatray Housing Developers in terms of said Development Agreement dated 1/01/2008 is now entitled to develop only an area admeasuring 1863.8 sq. meters from Said Property No.1

It further appears that said M/s Dattatray Housing Developers out T.I.L.R. Survey, excluding the area admeasuring 495.00 sq. meters transferred and handed over to M/s Om Sai Enterprises, to mark the area admeasuring 1863.8 sq. meters from said Property No.1 permitted him for development in terms of Consent terms and Decree and amalgamated the said area admeasuring 1863.8 sq. meters from said Property No. 1 with said Property No. 2 and submitted building Plans for an area admeasuring 2693.00 sq. meters from such amalgamated property with Kalyan Dombivali Municipal Corporation for approval. herein after said area admeasuring 2693.00 sq. meters subject of present development is herein after called and referred to as "Said Property".

It further appears that Non-agricultural use permission obtained from The Collector, Thane in respect of said property under permission bearing No. Mahasu/K-1/T-7/NAP/Ganpada-Kalyan/SR-38/2011 New 108/13 dated 15/01/2014.

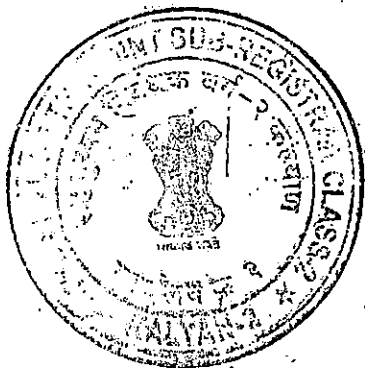


It further appears that Building Commencement Certificate is granted by Kalyan Dombivli Municipal Corporation bearing No. KDMC/NR/DP/KV/2014-15/27 dated 02/07/2014 in respect of said property

It further appears that to bring the consent terms and Decree passed in Special Civil Suit No.122/2012 on record, necessary Supplementary Agreement dated 06/04/2015, registered at the Office of Sub-Registry of Assurances at Kalyan under Sr. No. 3089/2015 dated 05/04/2015 made and executed between M/s Dattatray Housing Developers, Sole Proprietary Concern, through its Sole Proprietor, Shri Kishor Dattatraya Desai, having address at Vastu Kirti Bunglow, Flower Valley, Bhiwandi-Murbad Road, Khadaipada, Kalyan (W), District Thane, as Developer and Shri Shivram Govind Taware alias Kene and Others as the Owners and Shri Vasant Nago Taware and Others as Confirming Party and in terms of said consent terms, Decree and Supplementary Agreement dated 06/04/2015 the Owners of said property No. 1 i.e. Shri Shivram Govind Taware alias Kene and Others have allowed/permited said M/s Dattatray Housing Developers, to develop on an area admeasuring 1863.8 sq. meters from said Property No.1 on the basis and conditions as mentioned in Development Agreement dated 11/02/2008. Search report does not reveal any entry which may fall in the category of registered encumbrances over the said premises.

It further appears that, thus in terms of the abovesaid Development Agreements, Supplementary Agreements, Consent Terms and Decree passed in Special Civil Suit No.122/2012, said M/s Dattatray Housing Developers is well and sufficiently entitled to develop the said property.

*Handwritten signature*



Handwritten registration details in a rectangular box, including numbers and names in Marathi script.

**GANESH P. GHOLAP**

(M.A., B.Ed., LL.B.)

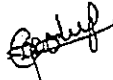
**ADVOCATE - HIGH COURT**

Off:- Ground Floor, Ritesh Tower CHS,  
Near Commissioner Bungalow, Opp. Tejashri,  
MSEDCL Office, Karnik Road, Kalyan(W.)  
Postal Add:- Usha Sadan, Birla College Rd,  
Millind Ngr., Kalyan(W.) Dist: Thane,  
9867264723 / 9821130941

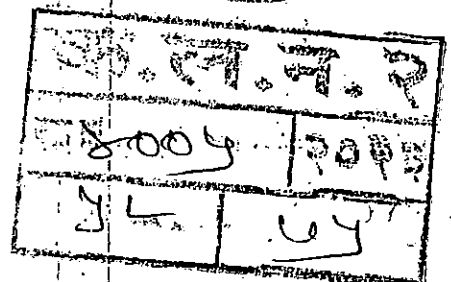
Ref no. Title/Desai

Date :- 25/04/2015

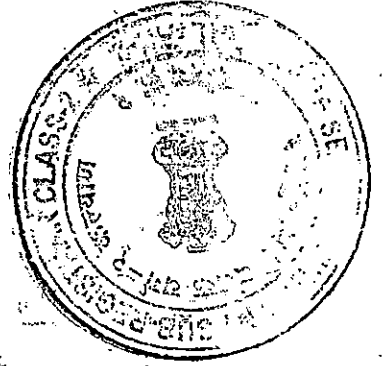
IN view of the aforesaid scrutiny of the relevant documents, papers and search report, it is certified that the title of Shri Shivram Govind Taware alias Kene and Others and Shri Balya alias Ravidas Vitthal Kamble and Others to their respective properties is clear and free from reasonable doubts and encumbrances and in terms of abovesaid Development Agreements, Supplementary Agreements, Consent Terms and Decree passed in Special Civil Suit No.122/2012 said M/s Dattatray Housing Developers is well and sufficiently entitled to develop said property as per the sanctioned plans, permissions and compliance thereof and to sell the flats/shop/units constructed therein to intending purchaser/s



Advocate



Handwritten text in a box, possibly a date or reference number: 15/10/2014



Handwritten signature or name: श्री. व. व. व. व. व.

- 1) दायकावा प्रकार: By C sh रकम: रु 100/-
- 2) दायकावा प्रकार: By C sh रकम: रु 180/-

रु. 500/-

भारतीय मुद्रांक शिक्का :

गारंटी मूल्य: रु. 0/-

मोहरना: रु. 0/-

2

Joint Sub-Registrar Kalyan

दि. 16/10/2014 को

आपणास अंदा दस्त, धा न रिट, पत्रा-२ व सीडी अंदावे 12:54 PM रया

वेळस लिळ.

रु. 280.00

एकूण:

पुढोची संख्या: 9

रु. 180.00

दस्त हाताळणी की

रु. 100.00

नोंदणी की

शासकरी किशोर दस्ताने देसाई

सादर करणाऱ्याचे नाव: दस्ताने वीरिंग डेवनापती, शासकरी संस्था मरु

दस्ताने वीरिंग प्रकार: रु 100 ऑफ अंदा

दस्ताने वीरिंग अंदाकाल कालना-6962-2014

गावाचे नाव: गीरीवाडा

पारती क्र.: 7164 दिनांक: 16/10/2014

Regn.: 39M

12:40 PM

नोंदणी क्र.: 39M

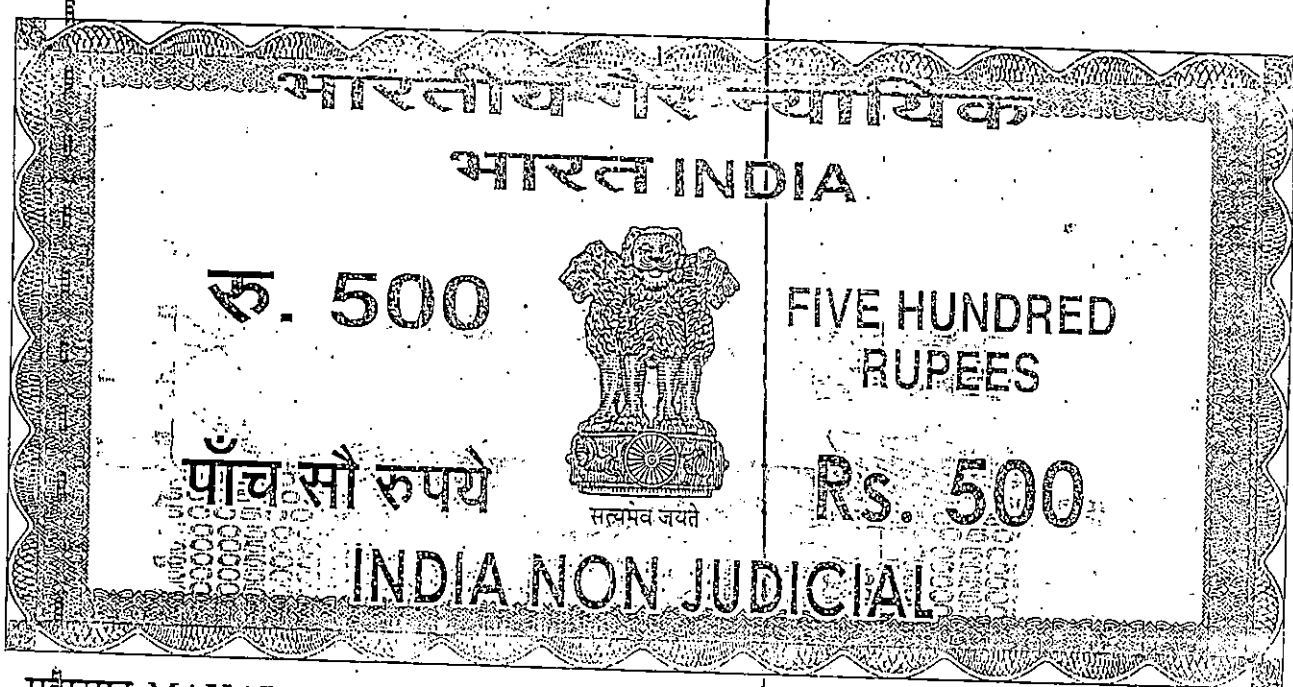
16, 2014

Thursday, October

Original/Duplicate

पारती

71/6962



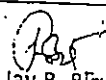
महाराष्ट्र MAHARASHTRA

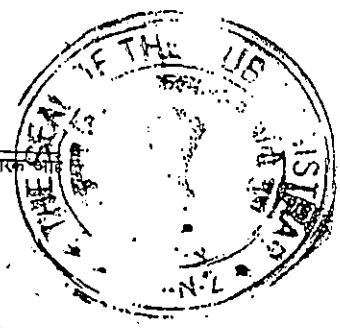
Serial Number and Date	3881/14 date 01.10.2014 (R 497580)
Nature of Document/Article No.	Power of Attorney
Whether it is to be Registered	YES
If Registrable Name of S.R.O	S.R.O. Kalyan
Property Description in brief	as per document
Stamp Purchaser's Name	Dattatray Housing Developers
If through other person then Name and Address	through Adv. Zamir Shaikh, Kalyan
Name of the Other Party	
Stamp Duty Amount	Rs.100/-



उप कोषाधीन अधिकारी  
कल्याण

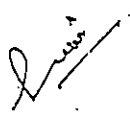
17 SEP 2014

Stamp Purchaser's Signature and Date  
  
 Shri Jay R. Birwadkar  
 Stamp Vendor, Ls. No. 2206030  
 Kumbhar Chawl, Netivall  
 Kalyan (E) 421 306 (M) 9890732173

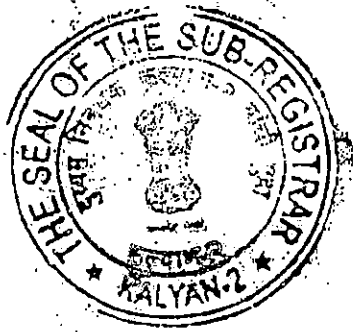


SPECIAL POWER OF ATTORNEY  
 THIS POWER OF ATTORNEY MADE AT  
 KALYAN ON 16<sup>th</sup> DAY OF OCTOBER 2014

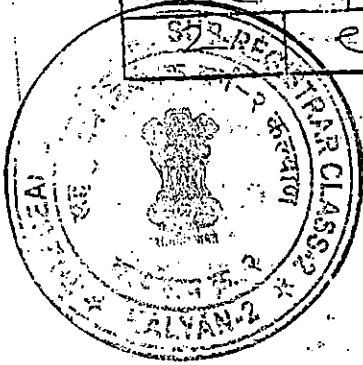




क.ल.न.२	
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कलन २	
दस्ता क्र	६६६२२०१४
स.र.रजि.	६



क.ल.न. २	
15.1.004	2023
६१	५५



TO ALL TO WHOM THESE PRESENTS SHALL COME, I, Shri Kishor Dattatraya Desai, adult, Sole Proprietor of M/s DATTATRAYA HOUSING DEVELOPERS, a Sole Proprietary Concern, having address at Vastu Kirti Bunglow, Flower Valley, Bhiwandi Murbad Road, Khandakpada, Kalyan (W), District Thane, DO HEREBY SEND GREETINGS:

WHEREAS I am developing a building scheme known as "SHRUSHTI AVENUE", hereinafter called and referred to as "said building/s" on all that area of land admeasuring 2693.00 sq. meters forming the part of larger pieces and parcels of land lying being at situated at Village Gauripada, Taluka Kalyan, District Thane bearing:

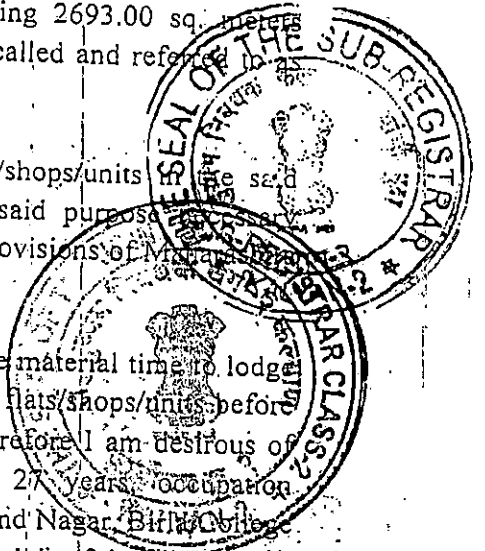
Survey No.	Hissa No.	Total Area (H-R-P)	Total Area (In Sq.meters)	Area under development from total area in sq. meters
44	2	0-34-7 0-01-0	3570	1940.00
43	2	0-09-6	960	1753.00
Total Area			4530	2693.00

and within the limits of the Kalyan Dombivli Municipal Corporation and within the Jurisdiction of Registration District Thane, Sub-Registration District Kalyan, herein after said area admeasuring 2693.00 sq. meters forming the part of aforesaid larger properties is called and referred to as "Said Property";

AND WHEREAS I, intend to sell the said flats/shops/units in the said building/s to intending purchaser/s and for the said purpose the said agreements will require to be executed under the provisions of Maharashtra Ownership of Flats Act 1963 ;

AND WHEREAS it is not possible for me at all the material time to lodge and register the said agreement/s in respect of said flats/shops/units before the Sub-Registrar of Assurances at Kalyan and therefore I am desirous of appointing Shri Dinesh Madhukar Pawar, aged 27 years, occupation service, residing at Room No.4, Omkar Chawl, Milind Nagar, Bilkli College Road, Kalyan (W), District Thane as my true and lawful attorney and accordingly I am, executing the same.

NOW KNOW YE AND THESE PRESENTS WITNESS THAT, I, Shri Kishore Dattatraya Desai, adult, Proprietor of M/s DATTATRAYA HOUSING DEVELOPERS, a sole proprietary concern, do hereby nominate, constitute and appoint, Shri Dinesh Madhukar Pawar, adult, as my true and lawful attorney to act for me and on my behalf and in my name and to do, carry out and perform all or any of the following acts:



क. ल. न. २  
श्री. दिनेश. माधुकर. पवार  
२०१४

कलन २  
दस्ता. क्र. ६६६५-२०१४  
३ | ९

*(Handwritten signature)*

1. To lodge for registration the Agreement/s for sale, Deed of correction, Rectification, Deed of Cancellation, Supplementary Agreement and/or other documents and incidental documents executed by me in respect of flats / shops / units in the above said building/s from time to time on Ownership basis or otherwise at appropriate Sub-Registrar of Assurances and admit the execution of any such agreement/s, deeds or documents before the Sub-Registrar or Registrar of assurances and comply all procedure for registration of such documents under the provisions of Indian Registration Act.


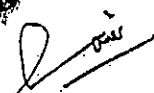
2. To comply with all the requisitions and formalities required to effectuate the legal and perfect registration of the Agreements and documents and to follow all the procedure under the Indian Registration Act, 1908 as well as Bombay Stamp Act in my name and on my behalf as true and lawful attorney and to represent my interest before all the officers and competent authorities under the provisions of the said act by following the requisite procedure under the provisions of law.

3. Generally to do all the acts, deeds and things to effectuate the legal and perfect registration of the documents as executed and intended by me.

IN WITNESS WHEREOF WE have hereunto, set and subscribed our respective signatures to this writing on this 16 day of October 2014.

SIGNED & DELIVERED  
BY THE WITHIN NAMED  
DONOR


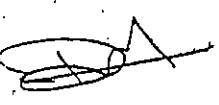
Shri Kishor Dattatarya Desai  
Sole Proprietor of  
M/S. DATTATRYA HOUSING DEVELOPERS,  
a Sole Proprietary Concern,

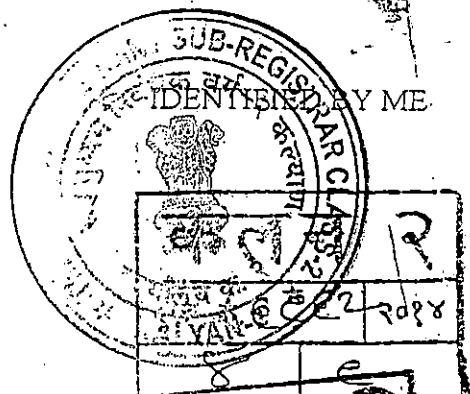
  


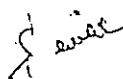


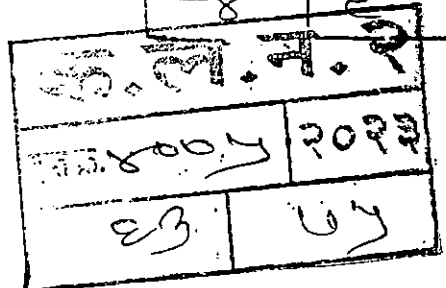
WITNESSED BY ME

Shri Dinesh Madhukar Pawar



  
V. ZAMIR, HASAN



**Shri Jay R. Birwadkar**  
 Kumbhar Chawl, Netivali, Kalyan (E)  
 Authorised Government Stamp Vendor  
 (Government of Maharashtra) L.No. 1206030

Name & Address of Stamp Paper Purchaser

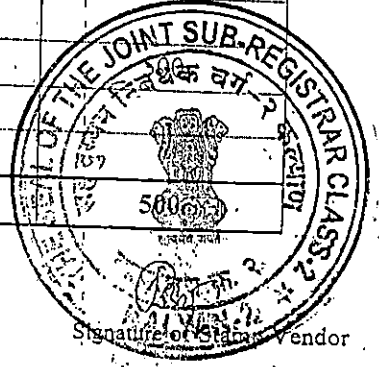
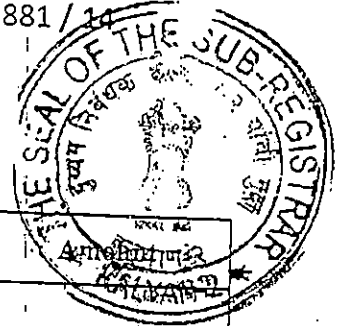
Name : **Dattatray Housing Developers**  
 through Adv. Zamir Shaikh, Kalyan

Dated : 01.10.2014

Reg. Sr. No. 3881 / 21

For Power of Attorney

Denomination of Stamp Papers	No. of Stamp Papers	
10000/-		
5000/-		
1000/-		
500/- (1)	R 497580	
100/-		
50/-		
Total →	1	



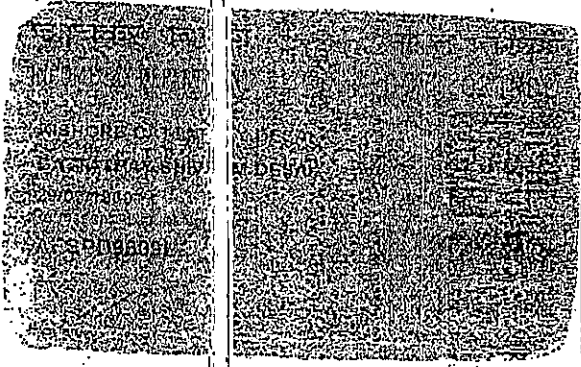
Purchaser Signature

Signature of Stamp Vendor

क.ल.न. २	
४००५	२०१४
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कलन २	
दस्त. नं. ६६६२	२०१४
५	६

*(Handwritten signature)*



आयकर विभाग  
INCOME TAX DEPARTMENT



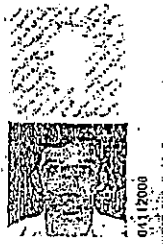
भारत सरकार  
GOVT. OF INDIA

PAWAR D M

MADUKAR VITAL PAWAR

08/07/1986

Permanent Account Number  
AY 79 P0874F



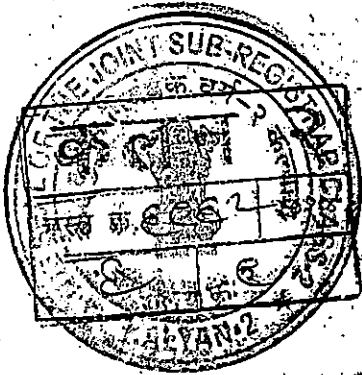
ADVOCATE  
BAR COUNCIL OF  
HARASHTRA & GOA



HIGH COURT, BOMBAY  
PHONE: 267 3371/ 265,6567

NAME: Zamir Hasan Shaikh  
RESIDENCE: Kalyan (E), Dist-Thane.  
ROL No: Mah/1518 / 2005  
ENROLLED ON: 06.2005  
DATE OF BIRTH: 03.1976

SECRETARY



ज.स.र.	
४००५	१०
२५	७५

Summary 1 (GoshwaraBhag-1)

71/6962	शुक्रवार, 16 अक्टूबर 2014 12:41	दस्तावेज संख्या भाग-1
म.नं.	दस्तावेज संख्या: 6962/2014	
दस्तावेज संख्या: 6962/2014		
बाजार मूल्य: रु. 00/-	श्रीबदल: रु. 00/-	
श्रीबदल मूदाक शुल्क: रु.500/-		

दस्तावेज संख्या: 6962/2014  
 आ. नं.: 6962 वर दि. 16-10-2014  
 इ. नि. सं. इ. नि. कानन 2 यांचे कायदेशीर  
 रोजी 12:39 म.नं. वा. रंजर केला.

श्रीबदल मूदाक शुल्क: रु. 500/-  
 श्रीबदल: रु. 00/-

श्रीबदल मूदाक शुल्क: रु. 500/-  
 श्रीबदल: रु. 00/-

श्रीबदल मूदाक शुल्क: रु. 500/-  
 श्रीबदल: रु. 00/-

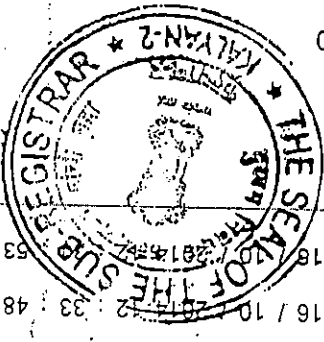
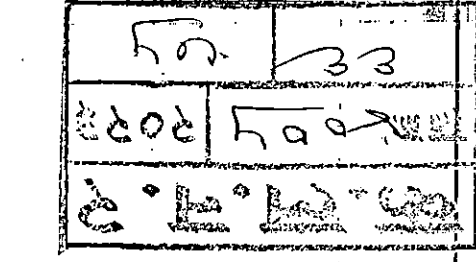
दस्तावेज संख्या: 6962/2014  
 आ. नं.: 6962 वर दि. 16-10-2014

श्रीबदल मूदाक शुल्क: रु. 500/-  
 श्रीबदल: रु. 00/-

श्रीबदल मूदाक शुल्क: रु. 500/-  
 श्रीबदल: रु. 00/-

कानन 2	दस्तावेज संख्या: 6962/2014
E	
कानन 2	दस्तावेज संख्या: 6962/2014

श्रीबदल मूदाक शुल्क: रु. 500/-  
 श्रीबदल: रु. 00/-



Saria v1.3.0

श्रीबदल मूदाक शुल्क: रु. 500/-  
 श्रीबदल: रु. 00/-

श्रीबदल मूदाक शुल्क: रु. 500/-  
 श्रीबदल: रु. 00/-

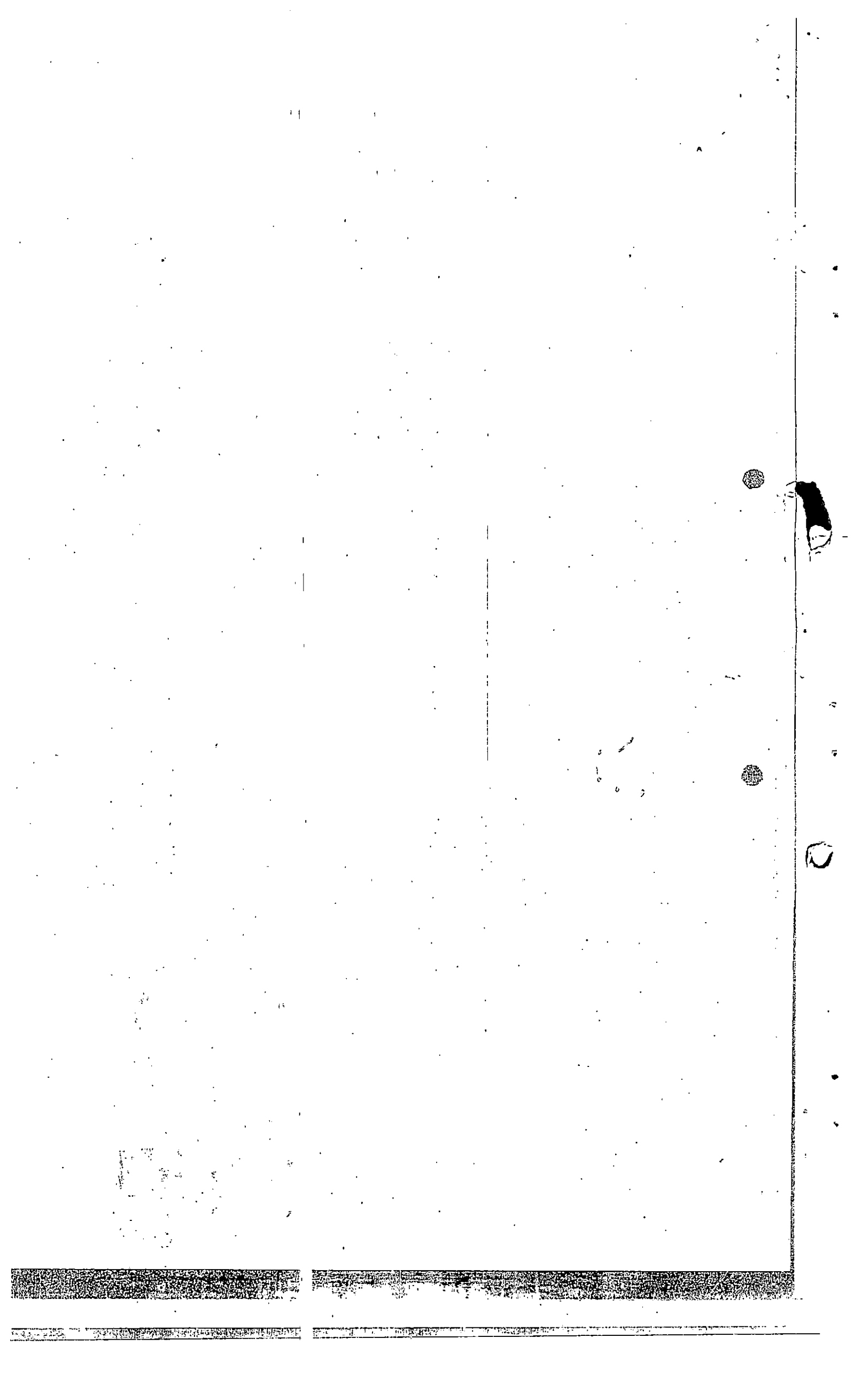
श्रीबदल मूदाक शुल्क: रु. 500/-  
 श्रीबदल: रु. 00/-

श्रीबदल मूदाक शुल्क: रु. 500/-  
 श्रीबदल: रु. 00/-

श्रीबदल मूदाक शुल्क: रु. 500/-  
 श्रीबदल: रु. 00/-

श्रीबदल मूदाक शुल्क: रु. 500/-  
 श्रीबदल: रु. 00/-

श्रीबदल मूदाक शुल्क: रु. 500/-  
 श्रीबदल: रु. 00/-



Summary-2(दस्त गोषवारा भाग - २ )



16/10/2014 12 42:23 PM

दस्त गोषवारा भाग-2

कलन2 11E  
दस्त क्रमांक:6962/2014

दस्त क्रमांक :कलन2/6962/2014

दस्ताचा प्रकार :-स्पेशल पॉवर ऑफ अॅटर्नी

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:मे. दत्तात्रय हौसिंग डेव्हलपर्स, प्रोप्रायटरी संस्था तर्फे प्रोप्रायटर किशोर दत्तात्रय देसाई पत्ता:-, तळ मजला , वस्तुकीर्ती बंगला , फ्लॉवर व्हाली, खडकपाडा , कल्याण , Aghai, MAHARASHTRA, THANE, Non-Government. पॅन नंबर:AESPD9609L	कुल-मुखत्यार देणार वय :-55 स्वाक्षरी:		
2	नाव:दिनेश मधुकर पवार पत्ता:प्लॉट नं: 4, माळा नं: तळ मजला , इमारतीचे नाव: ओमकार चाळ, ब्लॉक नं: मिलिंद नगर, रोड नं: कल्याण , महाराष्ट्र, ठाणे. पॅन नंबर:AYWPP0874F	पॉवर ऑफ अॅटर्नी होल्डर वय :-27 स्वाक्षरी:		

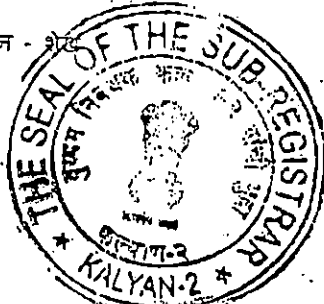
वरील दस्तऐवज करून देणार तथाकथित स्पेशल पॉवर ऑफ अॅटर्नी शिक्का क्र.3 ची वेळ:16 / 10 / 2014 12 : 35 : 45 PM चा दस्त ऐवज करून दिल्याचे कबुल करतात.

ओळख:-

सदर इसम दुय्यम निबंधक यांच्या ओळखीचे असून दस्तऐवज करून देणा-यानां व्यक्तीश: ओळखतात, व त्यांची ओळख पटवितात

अनु क्र. पक्षकाराचे नाव व पत्ता

1 नाव:अॅड.जमीर हसन - शेख  
वय:38  
पत्ता:कल्याण  
पिन नं:421306



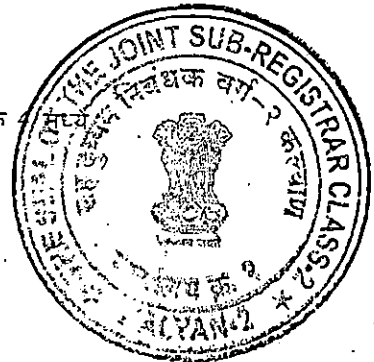
स्वाक्षरी

छायाचित्र अंगठ्याचा ठसा



शिक्का क्र.4 ची वेळ:16 / 10 / 2014 12 : 36 : 04 PM

शिक्का क्र.5 ची वेळ:16 / 10 / 2014 12 : 36 : 17 PM नोंदणी पुस्तक



iSarita v1.3.0

क. ल. न. २  
१००५ १०२३  
El ५५

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कलन २	
दस्ता	६६६५/२०१४
६	६

प्रमाणित करण्यात येते की,  
 द.क्र. ६६६५/२०१४ मध्ये  
 ..... ६ ..... पाने आहेत.  
 पुस्तक ..... ६६६५/२०१४ वर नोंदला  
 १६/१०/२०१४  
 सह दुय्यम निबंधक कल्याण क्र. २  
 दि. १६/१०/२०१४

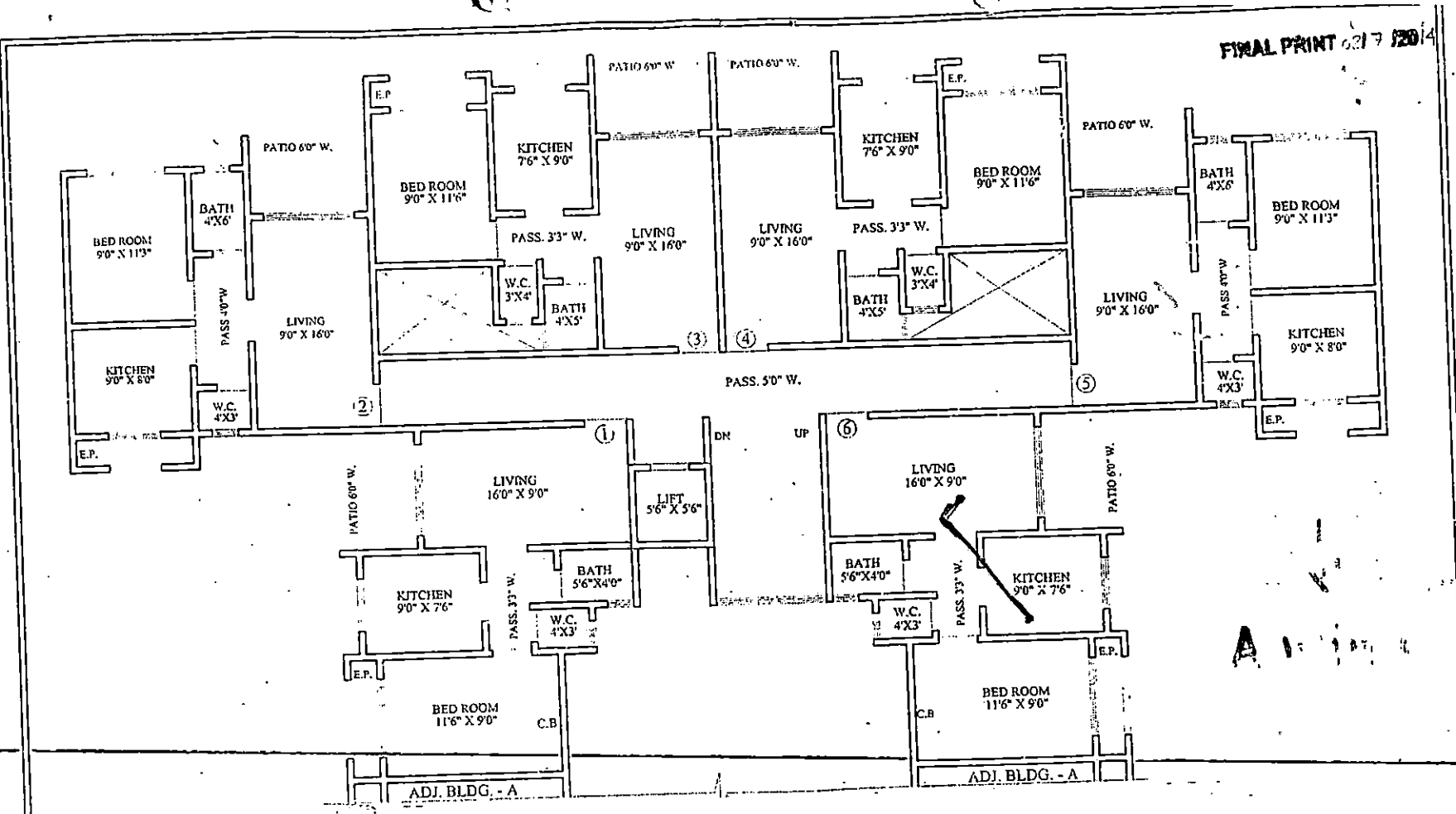
दस्तावेजासोबत जोडलेले कागदपत्रे, फुळमुखल्यापत्रे, अक्की इत्यादी बनावट नसून आल्यास यांची संपूर्ण नवावकारी निष्पावकाची नोंद



क.ल.न.२	
६६६५	२०१४
६६	६५



FINAL PRINT 02/7/2014



A 10104

Handwritten notes in a box:

1st floor  
2nd floor  
3rd floor  
4th floor  
5th floor  
6th floor  
7th floor



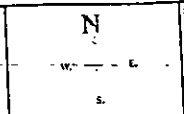
Dattatray Housing Developer's

Proprietor/Mandate Holder

F R Kelle

DEVELOPERS:  
DATTATRAY HOUSING DEVELOPER

TYPICAL FLOORS PLAN  
(1ST, 3RD & 7TH FLOORS)



BLDG - B

**CREATIONS**  
ARCHITECTS & INTERIOR DESIGNERS  
A-10/105 EVEREST TOWER, SANTOSH MATA RD. 1D,  
KALYAN (W) - 411 011 PHONE NO. 022-2313190





**KALYAN DOMBIVLI MUNICIPAL CORPORATION  
TOWNPLANNING DEPARTMENT**

**Part OCCUPANCY CERTIFICATE  
APPENDIX 'H'**

Outward No. KDMC/TPD/CC/KD/396  
Date - 03/02/2023

To,  
Smt. Leelabai Anant Kené & Others.  
POA - Mr. Kishor Dattatray Desai  
Architect - Smt. Shobhana Deshpande, Kalyan (W)  
Structural Engineer - Mr. Khasnis & Associates, Kalyan (W)

Ref. No. :- 1) KDMC/TPD/BP/KD/2014-15/27/327 Dt. 01/11/2021.

2) Your application Dt. 21.12.2022.

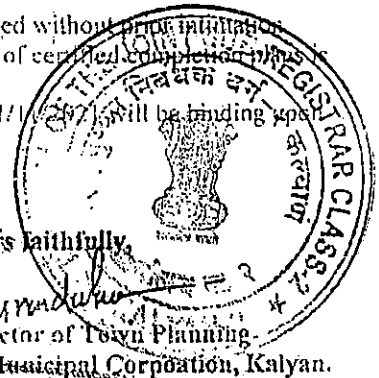
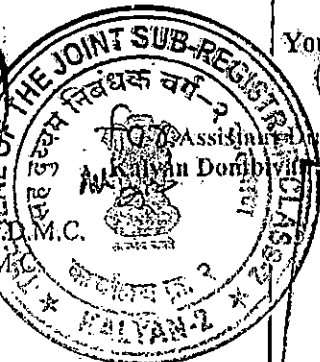
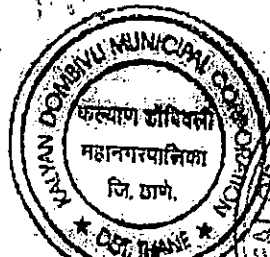
The Part development work on Revenue Survey No.43/2, 44/2 Village-Gouripada completed under the supervision of Smt. Shobhana Deshpande, Kalyan (W), Architect License No.CA/87/10647 may be occupied on the following conditions.

Building Wing 'A'			Building Wing 'B'		
Floor	Floor Details	Area (Sq.mt.)	Floor	Floor Details	Area (Sq.mt.)
Stilt (p) Ground Floor (p)	11 Shops	154.67	Stilt (p) Ground Floor (p)	04 Flats	167.88
1 <sup>st</sup> Floor	05 Flat	219.94	1 <sup>st</sup> Floor	06 Flats	229.47
2 <sup>nd</sup> Floor	5 Flat	219.94	2 <sup>nd</sup> Floor	06 Flats	229.47
3 <sup>rd</sup> Floor	5 Flat	219.94	3 <sup>rd</sup> Floor	06 Flats	229.47
4 <sup>th</sup> Floor	5 Flat	219.94	4 <sup>th</sup> Floor	06 Flats	229.47
5 <sup>th</sup> Floor	5 Flat	231.81	5 <sup>th</sup> Floor	06 Flats	241.90
6 <sup>th</sup> Floor	5 Flat	219.94	6 <sup>th</sup> Floor	06 Flats	229.47
7 <sup>th</sup> Floor	5 Flat	219.94	7 <sup>th</sup> Floor (p)	02 Flats	77.02
-	Excess Balcony Area	0.78	-	-	-
Total	11 Shops & 35 Flats	1706.90	Total	42 Flats	1634.15

- In case of Road widening the Land within the marginal space have to surrendered to KDMC Free of cost.
- The additional work if any found without permission will be demolished without prior intimation.
- The affidavit submitted are binding on you and your legal heirs. A set of certified copies shall be returned herewith.
- The conditions mentioned in the previous building permission dated 01/11/2021 will be binding upon you.

Encl : As above

Office Stamp



Yours faithfully,

Assistant Director of Town Planning,  
Kalyan Dombivli Municipal Corporation, Kalyan.

CC to :- 1) Tax Assessor, A.C.C. Collector, K.D.M.C.  
2) Ward Officer, 'B' Ward, K.D.M.C.



क.स.न.२  
३००५ २०२३  
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3024 2023  
92 64



भारत सरकार  
Government of India

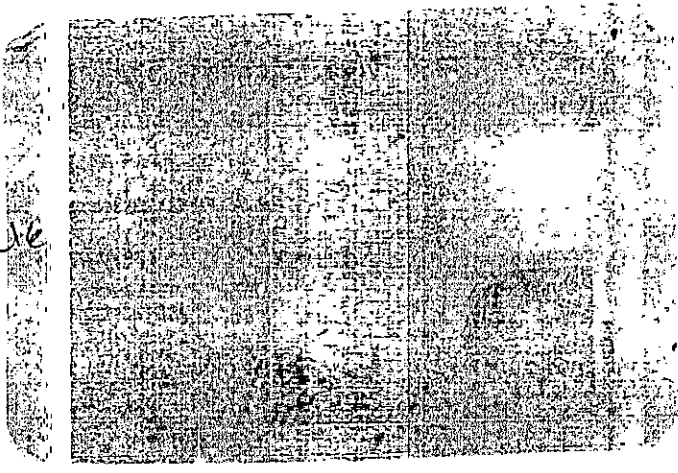
जमीर हसन रशीद अहमद शेख  
Zamir Hasan Rashid Ahmed Shaikh  
जन्म वर्ष / Year of Birth : 1978  
पुरुष / Male

9635 7379 3291

आधार - सामान्य माणसाचा अधिकार

*Handwritten scribble*




*T.R Kalle*



भारत सरकार  
Government of India

संदीप सुबेदार मिश्रा  
Sandeep Subedar Mishra  
जन्म तारीख/DOB: 13/05/1999  
पुरुष/ MALE



6479 9350 4877  
VID : 9172 7411 6632 8960

माझे आधार, माझी ओळख

क.ल.न.२	
४००५	२०२३
७९	७५

*Handwritten signature*

71/4005

सोमवार, 20 फेब्रुवारी 2023 12:10 म.नं.

दस्त गोषवारा भाग-1

कलन2 02/03

दस्त क्रमांक: 4005/2023

दस्त क्रमांक: कलन2 /4005/2023

बाजार मुल्य: रु. 35,61,500/-

मोबदला: रु. 29,00,000/-

भरलेले मुद्रांक शुल्क: रु.2,49,400/-

दु. नि. सह. दु. नि. कलन2 यांचे कार्यालयात

पावती:4392

पावती दिनांक: 20/02/2023

अ. क्र. 4005 वर दि.20-02-2023

सादरकरणाराचे नाव: तेजस रतन काळे - -

रोजी 12:02 म.नं. वा. हजर केला.

T. R Kule

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1500.00

पृथांची संख्या: 75

दस्त हजर करणाऱ्याची सही:

एकूण: 31500.00

Joint Sub Registrar Kalyan-2  
(सही) जी. बी. सातदिवेJoint Sub Registrar Kalyan-2  
(सही) जी. बी. सातदिवेसह. दुय्यम निबंधक वर्ग २,  
दस्ताचा प्रकार: करारनामा  
कल्याण क्र. २सह. दुय्यम निबंधक वर्ग २,  
दस्ताचा प्रकार: करारनामा  
कल्याण क्र. २

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंडाच्या मध्य नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का क्र. 1 20 / 02 / 2023 12 : 02 : 41 PM ची वेळ: (सादरीकरण)

शिक्का क्र. 2 20 / 02 / 2023 12 : 04 : 14 PM ची वेळ: (फी)

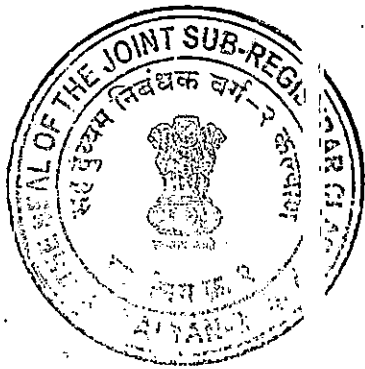
## प्रतिज्ञा पत्र

सदर दस्ताऐवज नोंदणी कागद १९०८ नियम १९६१ अंतर्गत तरतुदीनुसार नोंदणीस दाखल केला आहे. दस्तामधील संपूर्ण मजकूर, निष्पादक व्यक्ती, साक्षीदार व सोबत जोडलेले कागदपत्रे दस्ताच्या सत्यता, वैधता कायदेशीर-बाबीसाठी खालील निष्पादक व्यक्ती संपूर्णपणे जबाबदार आहेत. तसेच सदर हस्तांतरण दस्तांमुळे राज्यशासन/केंद्रशासन यांच्या कोणत्याही कायदे/नियम/परिपत्रक यांचे उल्लंघन होत नाही.

T. R Kule  
घेणार सही

घेणार सही





श. ल. न. २	
२००५	२०१३
७३	७५

20/02/2023 12 21:02 PM

दस्त गोपवारा भाग-2

कलन2 08/05  
दस्त क्रमांक:4005/2023

दस्त क्रमांक :कलन2/4005/2023  
दस्ताचा प्रकार :-करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:मे. दत्तात्रय हौसिंग डेव्हलपर्स प्रोपरायटरी संस्था तर्फे प्रोपरायटर किशोर दत्तात्रय देसाई यांच्या वतीने कबुली जबाबाकारिता कु. सु. म्हणून दिनेश मधुकर पवार - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: वास्तुकीर्ती बंगला फ्लॉवर व्हॅली ,खडकपाडा, कल्याण (प), ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे. पॅन नंबर:AESPD9609L	लिहून देणार वय :-35 स्वाक्षरी:-		
2	नाव:तेजस रतन काळे -- पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: जनार्धन काळे चाळ, चिकणघर, मिलिंद नगर, गौरीपाडा रोड , कल्याण (प) , ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे. पॅन नंबर:ARGPK8102L	लिहून घेणार वय :-41 स्वाक्षरी:-		

*[Handwritten signature]*  
T. R. Kalle

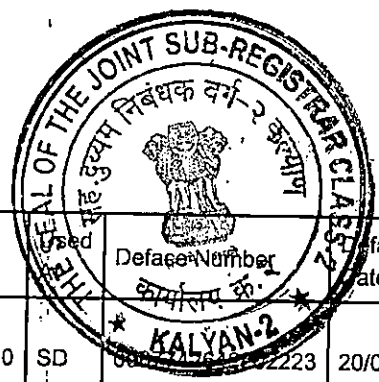
वरील दस्तऐवज करून देणार तथाकथीत करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.  
शिक्षा क्र.3 ची वेळ:20 / 02 / 2023 12 : 16 : 43 PM

ओळख:-  
खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात.

अनु क्र.	पक्षकाराचे नाव व पत्ता	स्वाक्षरी	छायाचित्र	अंगठ्याचा ठसा
1	नाव:जमीर हुसन शेख -- वय:45 पत्ता:कल्याण पिन कोड:421301	<i>[Signature]</i>		
2	नाव:संदीप मिथा - वय:24 पत्ता:कल्याण पिन कोड:421301	<i>[Signature]</i>		

शिक्षा क्र.4 ची वेळ:20 / 02 / 2023 12 : 17 : 52 PM

Joint Sub Registrar Kalyan  
(सहा) जी.बी.साठविवे



sr.	Purpose	Verification no/Vendor	GRN/Licence	Amount	Deface Number	Deface Date
1	TEJAS RATAN KALE	eChallan	00040572023021833371	MH015541100202223E	249400.00	SD 000774264920223 20/02/2023
2		DHC		1802202301520	1500	RF 1802202301520D 20/02/2023
3	TEJAS RATAN KALE	eChallan		MH015541100202223E	30000	RF 000774264920223 20/02/2023

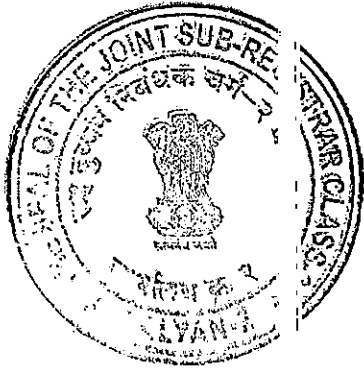
[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

4005 / 2023

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द. क्र. २	
४००५	२०२३
७५	७५

प्रमाणित करण्यात येते की,  
द. क्र. ४००५/२०२३ मध्ये

..... ७५ ..... जाने आहेत.

पुस्तक १ ..... द. क्र. ४००५

२०१२/२०२३ वर नोंदला.

  
सद्व्ययम विवधक वर्ग २  
कलचाण क्र. २

दिनांक २०/२/२०२३





# DATTATRAY HOUSING DEVELOPERS

**Date: 10.03.2023.**

To:  
The Assistant General Manager  
State Bank of India  
RASMECC, THANE

Dear Sir,

I/We, "SHRUSHTI AVENUE" (name of the Society), here by certify that:

1. I/We have transferable rights to the property described below, which has been allotted by me/us to Shri **TEJAS RATAN KALE**. (name of the Seller) who has sold the flat to Shri **RAVINDRA JALINDAR RAUT** (name of the purchaser) herein after referred to as "the purchasers", subject to the due and proper performance and compliances of all the terms and conditions of the Allotment Letter/Sale Agreement dated 02/03/2023 (herein after referred to as the "Sale document")

Description of the property:

Flat No.-706 admeasuring 644 sq. ft. (Carpet/built up area)  
Building No./Name- SHRUSHTI AVENUE, B WING,  
Plot No - 43/2,44/2-  
Street No./Name-TAWRIPADA ROAD,  
Locality Name-GAURIPADA VILLAGE,  
Area Name- TAWRIPADA  
City Name-KALYAN (W)  
Pin Code-421301

2. That the total consideration for this transaction is Rs.29,00,000/- (Rs. Twenty-Nine Lakhs Only) towards agreement for sale/sale deed, dated 02/03/2023.

3. The title of the property described above is clear, marketable and free from all encumbrances and doubts.

4. I/We confirm that I/we have no objection whatsoever to the said purchasers, at their own costs, charges, risks and consequences mortgaging the said property to STATE BANK OF INDIA (herein after referred to as "the Bank") as security for the amount advanced by the Bank to them subject to the due and proper performance and compliances of all the terms and conditions of the sale document by the said purchasers.

5. We have borrowed/ Not borrowed from **SHRUSHTI AVENUE** (Name of the society) whose NOC for this transaction is enclosed herewith. I /We have not borrowed from any financial institution for the purchase /development of the property and have not created and

For Dattatray Housing Developer's

  
Proprietor/Mandate Holder.

Office : M - 21, Lotus CHS Ltd., Flower Valley, Khadakpada, Kalyan (W) 421 301  
Tel.: 9769007900 / 9819424143 Email : desaigroup88@gmail.com



# DATTATRAY HOUSING DEVELOPERS

Date: 10.03.2023.

will not create any encumbrances on the property allotted to the said purchasers during the currency of the loan sanctioned/to be sanctioned by the Bank to them subject to the due and proper performance and compliances of all the terms and conditions of the sale document by the said purchasers.

6. After creation of proper charge/mortgage and after receipt of the copies there of and after receipt of proper nomination in favour of the Bank, from the said purchasers, we are Agreeable to accept State Bank of India as a nominee of the above named purchaser for the property described above and once the nomination favouring the Bank has been registered and advice sent to the Bank of having done so, I/We note not to change the same without the written NOC of the Bank.

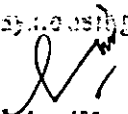
7. After creation of charge/mortgage and after receipt of the copies thereof and after receipt of the proper nomination in favour of the Bank, from the above named purchaser, I/We undertake to inform the society about the Bank's charge on the said flat as and when the society is formed. We also undertake to inform the society to submit the share certificate directly to the bank i.e State Bank of India, as and when issued by the society

8. The signatory to this letter draws authority to sign this undertaking on behalf of the company/firm vide DATTATRAY HOUSING DEVELOPERS (description of document of delegation of authority to the signatory.)

9. The society has **issued/ Not issued** share certificate to any of his resident member. However, if society issues share certificate the same will be deposited by the member to the bank.

Yours faithfully,

For Dattatray Housing Developers

  
Proprietor/Mandate Holder.



# DATTATRAY HOUSING DEVELOPERS

Date: 10.03.2023.

## POSSESSION CERTIFICATE

Respected sir,

We are hereby informed you that Mr. TEJAS RATAN KALE have purchased the Flat No 706 On 7<sup>th</sup> Floor, 'B' wing admeasuring area 644.00 sq. ft. (Built up) in our construction Building viz, "SHRUSHTI AVENUE" situated at Tawarypada, Tal-Kalyan, Dist.Thane for the cost of Rs.29,00,000/- (Rupees: Twenty-nine Lakhs Only). We have received full & final payment of Rs. 29,00,000/-.

The above Flat/Shop Building is completed in all respect and construction is completed 100 % and we also have provide the facillties like electricity, water, drainage in the above building and we handed the possession of the flat to the above purchaser.

Thanking you,

For Dattatray Housing Developers

  
Proprietor/Mandate Holder