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Tuesday,May 23 ,2023 10:08 AM पावती

Original/Duplicate नोंदणी कं :39म Regn:39M

पावती क्रं.: 12988

दिनांक: 23/05/̈2023

गावाचे नावः चिकणघर

दस्तऐवजाचा अनुक्रमांक: कलन2-11875-2023

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: नंदलाल छेदिलाल कनौजिया

नोंदणी फी दस्त हाताळणी फी पृष्ठांची संख्या: 65 .ক. 30000.00

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आपणास मूळ दस्त .धंबतेल प्रिट.सूची-२ अंदाजे . 10:26 AM ह्या वेळेस मिळेल...

बाजार मुल्य: रु.3970000./-मोबदला रु.5500000/-भरलेले मुद्रांक शुल्क::रु. 385000/-

1) देयकाचा प्रकार: DHC रक्कम: रू.1300/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 2205202307322 दिताक: 23/05/2023

बँकेचे नाव व पत्ताः

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

ट) प्राचा प्राचार विकास स्थाप राज्यकार स्थाप राज्यकार स्थाप राज्यकार स्थाप राज्यकार स्थाप राज्यकार स्थाप राज्य डीडी/धनादेश/पे ऑर्डर क्रमांक: MH002370063202324E दिनांक: 23/05/2023

बँकेचे नाव व पत्ता:

Joint Sub Registrar Kalvan 2

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CHALLAN MTR Form Number-6



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Department	Inspector General O	of Registration			_!	Payer Deta	ails				
T	Stamp Duty	,		TAX ID / TAN (lf Any)						ē.
Type of Payment Registration Fee		PAN No.(If Applicable)		ABMPN6810G							
Office Name	KLN2_KALYAN 2 JO	OINT SUB REC	SISTRAR	Full Name		NANDLAL CHHEI	DILAL KA	NOUJI	YA		
Location	THANE		· · ·		,						
Year	2023-2024 One Tim	ne		Flat/Block No.		Flat No 1802 on 1	8th floor	KISAN	HEIC		
-	Account Head Det	ails	Amount In Rs.	Premises/Build	ling		•	, .			
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Total Defacement Amount

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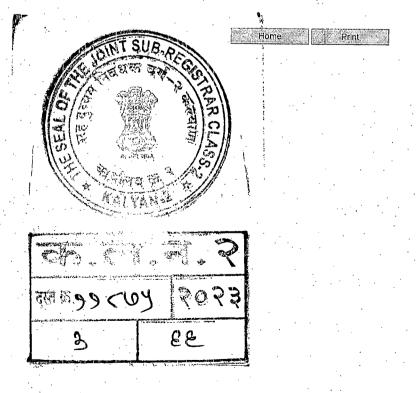
CHALLAN MTR Form Number-6



1、この関係教育選挙を表がいたとれても、「いき、関係教育選挙等を行びられていた」、「いたの関係教育選挙するというなどのである。

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Stamp Duty Type of Payment Registration Fee	TAX ID / TAN (If Any)									
Type of Payment Trogramment Co	PAN No.(If Applicable)		ABMPN6810G							
Office Name KLN2_KALYAN 2 JOINT SUB REGISTRA	AR	Full Name NANDLAL CHHEDILAL KANOUJIYA								
Location THANE										
Year 2023-2024 One Time		Flat/Block No. Flat No 1802 on 18th floor KISAN HEIGHTS								
Account Head Details Amount in Rs.		Premises/Building								
0030046401 Stamp Duty	385000.00	Road/Street		Village Chikangha	r					
30063301 Registration Fee	30000.00	Area/Locality	,	Taluka Kalyan						
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Department ID : NOTE:- This challan is valid for document to be regis सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोदणी नाही	tered in Sub Regi करावयाच्या दस्ता	istrar office or स्वाठी लागु आ	nly. Not _l हे • नोदं	valid for upredister	Mob	ile No	ent.	"	498046 त लीगु	149
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Sale Type -					
First Sale		•		·	
Sale/Resale of built up Prope	rty constructed after	er circular dt.02/01/2018			
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		= Rs.3815075.176/-			` .
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Department of Stamp & Registration, Maharashtra Receipt of Document Handling Charges PRN 2205202307322 Received from Joint Sub Registrar Kalyan, Mobile number 922222222, an amount of Rs.1300/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R.Kalyan 2 of the District Thane. **Payment Details** SBIN Date **Bank Name** 22/05/2023 Bank CIN 10004152023052206840 REF No. 314242377850 This is computer generated receipt, hence no signature is required.

Basement, Stilt(Part), Group

Ward No.

Flat No. 1802 on 18th floor

in the Building known as "KISAN-HEIGHTS"

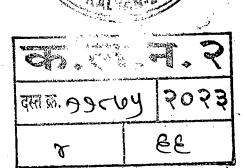
Area: 45.74 sq. meters.(Carpet)

+ Balcony 5.39 sq. meters

+ Terrace 5.69 sq. meters

Market Value Rs. <u>99,70,000</u> /-

Actual Value Rs. 55,00,000/-



AGREEMENT FOR SALE

THIS ARTICLE OF AGREEMENT MADE AT KALYAN

ON THIS 23³ DAY OF MAY 2023

BETWEEN

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M/S SHREE GANESH BUILDERS AND DEVELOPERS, a Proprietary Firm, having its Office at Survey No. 86/1/1, Chikanghar, Rambaug Lane No. 4 End, Kalyan (W), Tal Kalyan, District Thane 421301, email address sgbdevelopers20@gmail.com, through its Proprietor, Shri Pravin Kisan Bhoir, (Pan No. ALZPB4107H) hereinafter called and referred to as the PROMOTER/S (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

1.MR. NANDLAL CHHEDILAL KANOUJIYA

Pan No. ABMPN6810G

Email address kanoujiyanandlal@gmail.com aged about 57 years, occupation Service/Business.

2. MRS. PUNAM NANDLAL KANOUJIYA

Pan No. AXAPK8864D

Email address kanoujiyanandlal@gmail.com

aged about 50 years, occupation Service/Business/Housewife

Both residing at B-3/304-5, Loksurabhi Chandramukhi CHS, Near Patri Pool, Kalyan (w), Dist Thane 421301., hereinafter called and referred to the ALLOTTEE/S /PURCHASER/S (Which expression shall unless it the representation of the context or meaning thereof mean and include his / her / their heirs executors, administrators and assigns) being the PARTY OF THE SECOND PART.

WHERE Shri Pravin Kisan Bhoir and Smt. Hirabai Kisan Bhoir are the owners and or otherwise well and sufficiently entitled to all that piece and parcel to land lying, being and situate at Village Chikanghar, Talukakalyan, District Thane bearing:

The same of the sa			
Survey	Hissa	Area	Assessment
No	No.	(H-R-P)	(Rs. Paise)
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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 Entire Property" and is more particularly described in the FIRST SCHEDULE hereunder written;

AND WHEREAS there was Ground + 2 upper floor building known as "Sagun Co-operative Housing Society Ltd" consisting total 18 tenements, standing on area admeasuring 720 sq. meters out of the said entire property and same was occupied by members of said Sagun Co-Operative Housing society, hereinafter called as "said old building";

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AND WHEREAS portion of said entire property is affected by 9.00 Meter, 18.00 Meter Wide Road and Reservation Site No.163 (Garden);

AND WHEREAS one of the Co-owner of said entire property, shri Pravin Kisan Bhoir is doing business of constructing building in the name and style of his proprietary firm M/s Shree Ganesh Builders and Developers i.e. Promoter/s herein;

AND WHEREAS the members of said "Sagun Co-operative Housing Society Ltd" decided to re-develop the said old building by demolishing the existing building through Promoter/s herein and accordingly no objection certificate is obtained from Dy. Registrar of Co-operative Society, Kalyan Taluka, Dist Thane bearing No. UPN/ Kalyan/B-4/Sagun/ Housing/Punarvikas/ 1736/2018 dated 24.09.2018 in respect of redevelopment of said old building through Promoter/s herein;

AND WHEREAS by and under Development Agreement Dated 08.02.2019, registered at the Office of Sub-Registrar of Assurances at Kalyan 2 under Sr. No. 1769/2019 dated 08.02.2019 made and executed between Promoter/s herein, as Developers and M/s Sagun Co-operative Housing Society Ltd., as the Society and Smt. Hirabai Kisan Bhoir and another, as the Owners, said M/s Sagun Co-operative Housing Society Ltd. alongwith Smt. Hirabai Kisan Bhoir and another granted/assigned the development rights in respect of an area admeasuring 720 sq. meters from said entire property in favour of Promoter/s herein on terms, conditions and for the consideration mentioned therein and in pursuance to said Development Agreement M/s Sagun Co-operative Housing Society Ltd. alongwith Smt. Hirabai Kisan Bhoir and another have also granted the power of attorney in favour of Promoter/s herein., hereinafter said area admeasuring 720 sq. meters is called and referred to as area of said old building;

AND WHEREAS said owners of the said entire property made necessary application to Tahsildar, Kalyan to fix amount of necessary Conversion and Non Agricultural Assessment in respect of said entire property and accordingly Tahsildar Kalyan by his order bearing No Mahsul Table 2/Jaminbab-1/Conversion Tax/ SR/40-19 dated 30.03/918 has fixed Conversion Tax and Non Agricultural Assessment in respect of said entire property for change of use of said entire property from agriculture to non-agriculture purpose i.e. for constructing buildings on said entire property and said owners of the said entire property have paid the same.

AND WHEREAS Promoter/s herein and Smt Hirabai Kisan Bhoir with a view to develop the said property, by constructing multi-storeyed building thereon, submitted necessary plan to that effect with Rayan Dombivli Municipal Corporation and Kalyan Dombivli Municipal Corporation granted Building Commencement Certificate KDMP/NRV/BP/KV/CC/0001/20 dated 04.01.2020.

AND WHEREAS in terms of said sanction plan and permission area admeasuring 1154.63 sq. meters out of said entire property is under 9.00

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Meter and 18.00 Meter Wide Road and said road is passing through the said entire property and accordingly said entire property is divided into Two Parts, Plot No. A having area admeasuring 2072.37 sq. Meters & Plot No. B having area admeasuring 153.00 sq. meters. That Plot A includes area under Reservation of Garden i.e. 868.62 sq. meters and area under R Zone i.e. 1203.75 Sq. Meters and presently building plan is sanctioned on area admeasuring 3227 sq. meters, (Plot A + area under Road) hereinafter called and referred as "Said Property";

AND WHEREAS by and under Deed of Release Dated 29.06.2021, registered at the Office of Sub-Registrar of Assurances at Kalyan under Sr. No. 12208/2021 dated 29.06.2021 made and executed between Smt Hirabai Kisan Bhoir as the Releasor and Shri Pravin Kisan Bhoir as the Releasee, the said Smt Hirabai Kisan Bhoir has released her undivided rights, title and interest in respect of area admeasuring 2660 sq. meters out of said entire property (excluding area admeasuring 720 sq. meters out of said entire property on which said old building was standing) in favour of Shri Pravin Kisan Bhoir and the name of said Smt Hirabai Kisan Bhoir was removed from the record of rights as evidenced by mutation entry No. 5349 dated 10.01.2022 and accordingly said shri Pravin Kisan Bhoir became absolute owner of the said area admeasuring 2660 sq. meters out of said entire property;

AND WHEREAS in terms of Release Deed dated 29.06.2021 Mr. Pravin Kisan Bhoir became the absolute owner of area admeasuring 2660 sq. Meters and in terms of Development Agreement Dated 08.02.2019

Promoter/s herein have acquired development rights in respect of remaining promoters assuring 720 sq. Meters, therefore Promoter/s herein is well and sufficiently entitled to develop said entire property as per the sanctioned plan and permission;

AND WIELEAS Builders/Promoters herein have obtained revised building permission from Kalyan Dombivli Muncipal Corporation under Revised Eduilding Permission bearing No. KDMC/TPD/KD/2019-20/0001/236 dated 30.07.2021.

AND WHEREAS in terms of said revised sanctioned plan and permission at present Single building is sanctioned on the Plot A, viz.

Building Basement, Stilt(Part), Ground(Part), First Floor to Twenty First Floor (Residential + Commercial).

AND WHEREAS said old building standing on the portion of said property has been demolished and Promoter/s herein have started construction of said new building on said property;

AND WHEREAS Promoter/s herein have for constructing said new building on said property has demolished the old building standing on the portion of said property and have started construction of said new building on said property;

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AND WHEREAS the Promoter/s herein is well and sufficiently entitled to develop the said Building on said property and to sell the Flats/Shops/Offices/Units constructed therein to intending purchaser/s and appropriate the sale proceeds thereof for their exclusive i.e. Promoter/s use and benefits;

AND WHEREAS the Promoter/s herein declare that the above said Development Agreement, sanctions and permissions are valid subsisting and completely in force;

AND WHEREAS the Builders / Promoters have entered into a standard Agreement with an Architect **Shri Bhalchandra Ranade** of Dombivli registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter/s has appointed Pentacon Structural Consultants Pvt. Ltd, Thane (w) as Structural Engineer for the preparation of the structural design and drawings of the said building and the Promoter/s accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings;

AND WHEREAS proposed building/s consist of Flats/Shops/Offices/Units;

AND WHEREAS as recited hereinabove, the Promoter's are entitled to develop the said property and carry out the construction of hereinabove develop the said property and carry out the construction of hereinabove develop the said property and carry out the construction of hereinabove develop the said property and carry out the construction of hereinabove developed and to display of the Flat/Shop/Office/Unit constructed in the building on ownership basis and to enter into agreements with the allottee/s / Purchaser/scand to feeceive the sale price in respect thereof.

AND WHEREAS Builders / Promoters have started construction work of said building on said property as per sanctioned plans and permissions and expressed their intention to dispose off the Flat/Shop/Office/Unit in the proposed said building to be known as "KISAN-HEIGHTS";

AND WHEREAS allottee/s / Purchaser/s herein shown his willingness to purchase Flat/Shop/Office/Unit in the said building/s to be known as "KISAN-HEIGHTS";

AND WHEREAS it is brought to the notice of allottee/s. Purchaser/s herein that there was Ground + 2 upper floor old building known as "Sagun Co-operative Housing Society Ltd" consisting total 18 tenements, standing on area admeasuring 720 sq. meters out of the said property and its existing members are entitled to kind Consideration in terms of Development Agreement dated 08.02.2019 and the same would be provided in the Building to be known as "KISAN-HEIGHTS" to be constructed on said property and the Purchaser/s herein has/have granted them his/her/their unequivocal consent for the same and it is further brought to the notice of the Purchaser/s that in due course Allottee/s / Purchaser/s herein will be admitted as the member of the said society as per rules, regulations and Bye-Laws and/or Promoter/s may in their discretion

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wind up the existing society Viz. Sagun Co-operative Housing Society Ltd, Kalyan and will form a new Society of all those various persons Purchasing/acquiring the flat/shops/Offices/units in the said building known as "KISAN-HEIGHTS" along with existing members of said Sagun Co-operative Housing Society Ltd, Kalyan and Purchaser/s herein will become member of such Society.

AND WHEREAS Promoter/s herein have further specifically brought to the notice of Allottee/s / Purchaser/s herein that,

- a) That in terms of said sanction plan and permission area admeasuring 1154.63 sq. meters out of said entire property is under 9.00 Meter and 18.00 Meter Wide Road and said road is passing through the said entire property and accordingly said entire property is divided into Two Parts, Plot No. A area admeasuring 2072.37 sq. Meters (it includes area under Reservation of Garden i.e. 868.62 sq. meters and area under R Zone i.e. 1203.75 Sq. Meters) & Plot No. B having area admeasuring 153.00 sq. meters. and presently building plan is sanctioned on area admeasuring 3227 sq. meters, (Plot A + area under Road)
- b) That in terms of sanctioned plan area under 9.00 Meter and 18.00 Meter Wide Road i.e Road Set Back area1154.63 sq. meters out of the said property is to be handed over to Kalyan Dombivali Municipal Corporation in the due course;

c) i) That on Plot No. A one single building of Basement, Stilt(Part), Ground(Part), First Floor to Twenty First Floor (Residential + Commercial) is sanctioned and said building is registered as a project under the provision of Real Estate (Regulation and Sevelopment) Act 2016.

The state of the promoter is herein are going to use and utilize T.D.R., state ase F.S.I., F.S.I. by payment of premium, ancillary F.S.I and/or other F.S.I. on the said property as per D.C. Rules and accordingly necessary revised permission will be obtained in due course and in that case floors of building may be raised to upper floors and/or construction in stilt are may be carried out and the allottee/s / purchaser/s herein has/have granted them his/her/their unequivocal consension the same and no separate NOC is required for the same.

That in terms of sanctioned plan there is area admeasuring £60.58 sol meters out of Plot A shown as "R" Zone area in the sanctioned plan and Promoter/s have reserved their rights to sanction and construct building /Bungalow on the said portion. That said portion may be retained by the Promoter/s as the absolute owner/s thereof along with building/bungalow to be constructed thereon and along with the clear, unobstructed right of access for ingress and egress for effectual use, utilization and beneficial enjoyment of the said portion and the said structure thereon and/or and same will not

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form a part of formation and registration of co-operative housing society and at the time of transfer of the said property by way of conveyance, the said portion and structure thereon along with the open marginal spaces, and right of access shall be retained by Promoter/s and necessary covenant to that effect will be incorporated in such further declarations, applications and submissions at the time of formation of society as well as at the time of preparing, executing and registering the final transfer documents in favour of the society and at all material times the ownership right, title and interest of the Promoter/s in respect of the said portion and Structure as well as marginal space will be safeguard and protected and the purchaser herein has granted his /her irrevocable consent for the same and shall not raise any objection thereto.

That Promoter/s have further reserved their rights to develop said retainable portion i.e. said 260.58 sq. meters of land separately or by amalgamating with adjacent property in latter stages by themselves or through their nominees/assignees and to dispose of the Flat/Shop/Office/Unit constructed in the building to be constructed on said portion or said amalgamated property on ownership basis and to enter into agreements with the Various Purchaser /Allottee/s and to receive the sale price in respect thereof and said building to be constructed on said portion /said amalgamated property may or may not form the part of present scheme.,

It is clearly brought to the notice of Purchaser that building to be constructed on said portion forms the part of present scheme of will be a sole discretion of the builders/Promoters herein Only.

iv) That in terms of sanctioned plan area admed 3 ring 608.04 sq. Meters out of area 868.62 sq. meters under reservation of Garden site No. 163 forming part of said entire property is to be handed over to Kalyan Dombivali Municipal Corporation in the due course and therefore the property to be conveyed in future in favour of Society will be 1203.75 sq. meters alongiwth building standing thereon;

d) That said Plot B admeasuring 153.00 sq. meters will not form the part of present development and Promoter's herein and/or their nominees will develop the same independently.

e) That Promoter/s herein are further going to acquire aginent property to said property and same may be amalgamated with said property and if such adjacent property will be amalgamated then for the said amalgamation Purchaser/s herein has/have given his/her/their consent for the same.

That purchaser/s has understood the abovesaid facts and will not raise any question about the same in future.

AND WHEREAS allottee/s / purchaser/s herein by understanding and agreeing to abovesaid facts/matters/things granted his/her/their unequivocal

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consent for the same and on being agreeing to other terms and conditions mentioned in this agreement and further agreeing not to object development of said property and/or raise any objection whatsoever in future, the Builders / Promoters have accepted the said offer made by the allottee/s / purchaser/s and agreed to sell him/her/them Flat/Shop/Office/Unit by becoming member / share holder / constituent of the proposed co-operative society and the allottee/s / purchaser/s shall pay to the Builders / Promoters Rs. 55,00,000/- (Rupees Fifty Five Lakhs only) as the agreed lumpsum price / consideration in respect of the said Flat bearing No. 1802 on 18th floor, admeasuring 45.74 Sq. Meters (Carpet), in Building to be known as "KISAN-HEIGHTS", hereinafter for the sake of brevity called and referred to as the "Said Apartment" allotted to the allottee/s / purchaser/s and shown and marked accordingly on the floor plan annexed hereto;

That Said Apartment will have Balcony area of 5.39 sq. meters and Terrace area of 5.69 sq. meters which areas are for exclusive use and benefit of Said Apartment.

AND WHEREAS the allottee/s / purchaser/s have agreed to pay the sale price / consideration in respect of Said Apartment to Promoter/s herein in accordance with the payment schedule hereinafter mentioned and in accordance with the progress of the construction work of the said scheme;

AND WHEREAS it is further specifically brought to the notice of allottee/s / purchaser/s that Promoter/s herein are going to use and utilize T.D.R., Staircase F.S.I., F.S.I. by payment of premium, ancillary F.S.I and/or any other F.S.I. on the said property as per D.C. Rules and Regulations, if permitted by Competent Authorities and accordingly necessary revised permission will be obtained in due course and in that case floors of building may be raised to further upper floors and/or construction in stilt SUARRA may be carried out and the allottee/s / purchaser/s herein has/have a state them his/her/their unequivocal consent for the same and no separate NOC is required for the same;

AND THEREAS the allottee/s / purchaser/s has/have accepted the title of the owner to the said property as shown in the records of rights in respect thereof and the documents referred to hereinabove;

AND WHEREAS the allottee/s / purchaser/s has/have seen the site of said building/s and the work of construction of the said building being in progress and is satisfied with the quality of the work and has approved the

AND WHEREAS the carpet area of the said Flat is 45.74 square meters and became area" means the net usable floor area of an Flat/Shop/Office/Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat/Shop/Office/Unit for exclusive use of the allottee/s / purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Flat/Shop/Office/Unit for exclusive use of the allottee/s / purchaser/s, but

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Flat/Shop/Office/Unit. includes the area covered by the internal partition walls of the

the Rules and Regulations made thereunder; and Development) Act 2016 (hereinafter referred to as "the said Act") and such other documents as are specified under the Real Estate (Regulation fixtures, facilities and amenities provided / to be provided thereto and of the building and floor plans the nature and quality of construction fittings, specifications prepared by the Promoter/s abovenamed Architects including documents of title relating to the project land and the plans, designs and Promoter/s has given inspection to the allottee/s / purchaser/s of all the AND WHEREAS on demand from the allottee/s / purchaser/s, the

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

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

project have been annexed hereto and marked as Annexutes building and open spaces are proposed to be provided for on the sid proposed by the Promoter/s and according to which the construction of the AND WHEREAS the authenticated copies of the plans of the Layout as

annexed and marked as Annexure D. of the Flat/Shop/Office/Unit agreed to be purchased by the allottee/ porchaser/s, as sanctioned and approved by the local authority have been purchaser/s, as AND WHEREAS the authenticated copies of the plant and specification

Building Completion Certificate or Occupancy Certificate of the approvals from various authorities from time to time, so as to obtain elevations, sections and of the said building/s and shall obtain the balance from the concerned local authority(s) to the plans, the specifications, AND WHEREAS the Builders / Promoters has got some of the approvals

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

be granted by the concerned local authority.

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AND WHEREAS Promoter/s have registered the project under the provisions of Real Estate (Regulation and Development) Act 2016 with Real Estate Regulatory Authority at Mumbai bearing No. **P51700029916**.

AND WHEREAS, under section 13 of the Real Estate (Regulation and Development) Act 2016 the Builders / Promoters is required to execute a written Agreement for sale of said Flat/Shop/Office/Unit with the allottee/s / purchaser/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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;

NOW THIS PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY & BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. THE Promoter/s have started construction and shall construct the building on the said property in accordance with the plans, design specifications approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the allottee/s / Purchaser/s in respect of variations or modifications which may adversely affect Said Apartment of the allottee/s / Purchaser/s except any alteration or addition required by any Government authorities or due to charge in law.

I. (a) THE Allottee's / purchaser's hereby agrees to purchase from the Promoter's 2and the Promoter's hereby agrees to sell to allottee's / purchaser's HeiFlat bearing No. 1802 on 18th floor, admeasuring 45.74 Sq. Meters (Carpel) in the building to be known as "KISAN-HEIGHTS" and as shown on the floor plan hereto annexed hereinafter called and referred to as "Said Apartment" as shown in the Floor Plan thereof hereto annexed and marded Annexure C-1 and C-2 for the Lumpsum price/consideration of Rs. 55,00,000/- (Rupees Fifty Five Lakhs only) the above said lumpsum consideration includes proportionate price of the common areas and facilities appeared and facilities which are more particularly described in the common areas and facilities which are more particularly described in

That Said Apartment will have Balcony area of 5.39 sq. meters and benefit of Said Apartment.

1. (b) The allottee/s / purchaser/s hereby agrees to pay to the Promoter/s the aforesaid consideration / price as per Payment Scheduled A as attached hereto.

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"Time shall be the essence of contract" for all payments/deposits to be made by the allottee/s / purchaser/s under this Agreement and at law. The allottee/s / purchaser/s hereby agree and undertake to pay each and every installment within 15 (fifteen) days of the respective due dates as per schedule mentioned hereinabove.

Without prejudice to the above, if the allottee/s / purchaser/s fails to make the payment within a period of 15 days mentioned in the demand letters/emails, then and in such an event, the allottee/s / purchaser/s agrees to pay to the Promoter/s interest on all the amounts outstanding under the terms of this Agreement at the rate of the State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum and for continued default beyond 30 days penal interest at the rate of 6% p.a over and above the State Bank of India PLR plus 2%.

Provided that, payment of interest shall not save the termination of this agreement, as provided hereunder, by the Promoter/s on account of any default/ breach committed by the allottee/s / purchaser/s in payment of any outstanding amount and/or on account of any default/breach committed by the allottee/s / purchaser/s of any of the terms and conditions herein contained. It is specifically agreed that the amount received by Promoter/s will be first appropriated towards interest receivable by the Promoter/s

1. (c) The Total Price above excludes any Taxes consisting of its payer payable by the Promoter's by way of GST, will added for Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter's up to the date of handing over the possession of Said Apartment.

It is agreed and understood by and between parties that ALL costs charges and expenses, penalties, Sales-Tax, service tax. VAT, GST, LBT and if any taxes, cesses imposed in future, in connection with the present transaction shall be borne and paid by allottee/s / purchaser/s to Promoter/s herein and will pay to Promoter/s as and when demanded.

1. (d) The Total Price is escalation-free, save and except escalations of increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter/s undertakes and agrees that while raising a demand on the allottee/s / purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter/s shall enclose the said notification/ order/ rule/ regulation published/issued in that behalf to that effect along with the demand letter being issued to the allottee/s / purchaser/s, which shall only be applicable on subsequent payments.

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- 1. (e) The Promoter/s may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the allottee/s / purchaser/s by discounting such early payments @ ______% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to allottee/s / purchaser/s by the Promoter/s.
- The Promoter/s shall confirm the final carpet area that has been allotted to the allottee/s / purchaser/s 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/s. If there is any reduction in the carpet area within the defined limit then Promoter/s shall refund the excess money paid by allottee/s / purchaser/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the allottee/s / purchaser/s. If there is any increase in the carpet area allotted to allottee/s / purchaser/s, the Promoter/s shall demand additional amount from the allottee/s / purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1 (a) of this Agreement.

allottee/s / purchaser/s authorizes the Promoter/s to add appropriate all payments made by him/her under any head(s) of the against lawful outstanding, if any, in his/her name as the Promoter/s may in its sole discretion deem fit and the allottee/s / purchaser/s undertakes not to object / demand / direct the Promoter/s to adjust his payments in any manner.

The Promoter/s 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 Said Apartment to the allottee/s / purchaser/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of Said Apartment.

Time, is essence for the Promoter/s as well as the allottee/s / purchaser/s. The Promoter/s shall abide by the time schedule for completing the project and handing over the Said Apartment to the allottee/s / purchaser/s and the common areas to the association of the Flat/Shop/Office/Unit Purchaser/s after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to full and final payment by allottee/s / purchaser/s as agreed above. Similarly, the allottee/s / purchaser/s shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the

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simultaneous completion of construction by the Promoter/s as provided in payment schedule mentioned hereinabove.

The Promoter/s hereby declares that the Floor Space Index available 3. as on date in respect of the project land is square meters only and Promoter/s has planned to utilize Floor Space Index of 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/s has disclosed the Floor Space Index of as proposed to be utilized by him on the project land in the said Project and allottee/s / purchaser/s have agreed to purchase the Said Apartment based on the proposed construction and sale of Flat/Shop/Office/Units to be carried out by the Promoter/s by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Builder only.

4.1 If the Promoter's fails to abide by the time schedule for completing the project and handing over the Said Apartment to the allottee's purchaser's, the Promoter's agrees to pay to the allottee's purchaser's, who does not intend to withdraw from the project interest as specified in the Rule, on all the amounts paid by the allottee's / purchaser's, for every month of delay, till the handing over of the possession. The allottee's / purchaser's agrees to pay to the Promoter's, interest as specified above, on all the delayed payment which become due and payable by the allottee's / purchaser's to the Promoter's under the terms of this Agreement from the date the said amount is payable by the allottee's / purchaser's to the Builders / Promoters.

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

Provided that, Promoter/s shall give notice of fifteen days in writing to the allottee/s / purchaser/s, by Registered Post AD at the address provided by the allottee/s / purchaser/s and mail at the e-mail address provided by the allottee/s / purchaser/s, 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 allottee/s / purchaser/s fails to rectify the breach or breaches mentioned by the Promoter/s within the period of notice

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then at the end of such notice period, Promoter/s shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter's shall refund to the allottee's / purchaser's the amount paid by purchaser's to Promoter's herein, after deducting 20% of amount of sale consideration of Said Apartment, as liquidated damages, within a period of thirty days of the termination, subject to execution and registration of Deed of cancellation by allottee's / purchaser's of present agreement for sale.

If allottee/s / purchaser/s failed to execute Deed of cancellation then in such case termination shall be through notice and in such case liquidated damages shall be 30 % of amount of sale consideration of Said Apartment and in case of termination by notice, there shall not be any need to execute the Deed of Cancellation and/or to obtain order/judgment from Court for cancellation of this agreement. Further, the Promoter/s shall not be liable to reimburse to the allottee/s / Purchaser/s any Government Charges such as stamp duty, registration charges, LBT, GST etc. Upon the termination of this agreement, under this clause, the Promoter/s shall be at liberty to sell the Said Apartment to any other person of their choice and at such price as the Promoter/s may deem fit and the allottee/s / Purchaser/s shall not object to the same.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter/s in the SUB. Said building and the Said Apartment as are set out in Annexure 'E', we hereto.

The Riomoter's shall give possession of the Said Apartment to the allottee's / purchaser's on or before 30.09.2027. If the Promoter's fails of neglects to give possession of the Said Apartment to the allottee's / purchaser's on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter's shall be liable on demand to refund to the allottee's / purchaser's the amounts already received by him in respect of Said Apartment with interest at rate as mentioned above from the date the Promoter's received the sum till the date the amounts and interest thereon is repaid 3

Provided that the Promoter's shall be entitled to reasonable extension of time for giving delivery of Flat/Shop/Office/Unit on the aforesaid date, if the completion of building in which the Flat/Shop/Office/Unit is to be situated is delayed on account of —

- (i) war, civil commotion or act of God;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

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- Procedure for taking possession The Promoter/s, upon obtaining 7.1 the occupancy certificate from the competent authority and on full and final payment made by the allottee/s / purchaser/s as per the agreement shall offer in writing the possession of the Said Apartment, to the Flat Purchaser/s in terms of this Agreement to be taken within 3(Three months) from the date of issue of such notice and the Promoter/s shall give possession of the Said Apartment to the allottee/s / purchaser/s. The Promoter/s agrees and undertakes to indemnify the allottee/s / purchaser/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter/s. The allottee/s / purchaser/s agree(s) to pay the maintenance charges as determined by the Promoter/s or association of various allottee/s / purchaser/s, as the case may be. The Promoter/s on its behalf shall offer the possession to the Flat Purchaser/s in writing within 7 days of receiving the occupancy certificate of the Project.
- 7.2 The allottee/s / purchaser/s shall take possession of the Flat/Shop/Office/Unit within 15 days of the written notice from the Promoter/s to the Flat Purchaser/s intimating that the said Flat/Shop/Office/Units are ready for use and occupancy.
- 7.3 Failure of allottee/s / purchaser/s to take Possession of Said Apartment: Upon receiving a written intimation from the Promoter/s as per clause 7.1, the allottee/s / purchaser/s shall take possession of the Said Apartment from the Promoter/s by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter/s shall give possession of the Said Apartment to the allottee/s / purchaser/s. In case the allottee/s / purchaser/s fails to take possession within the time provided in clause 7.1 such allottee/s / purchaser/s fails to take possession within the continue to be liable to pay maintenance charges as a participation.
- If within a period of five years from the date of handing over the Said Apartment to the allottee/s / purchaser/s the allottee/s purchaser/s brings to the notice of the Promoter/s any structural defect in the Said Apartment or the building in which the Said Apartment is situated or any defects on account of workmanship quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter/s at their own cost and in case it is not possible to rectify such defects, then the allottee/s / purchaser/s shall be entitled to receive from the Promoter/s, compensation for such defect in the manner as provided under the Act.

Provided that if, purchaser/s has/have made holes, stilled to interior and/or external walls, chajjasetc nailed while doing interior work or fixing grills or cause damaged to structure, walls in any manner whatsoever then in such case Promoter/s shall not be liable and responsible for rectifying such defects and/or paying any compensation to allottee/s / purchaser/s and/or other purchaser/s in building.

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- 8. The allottee/s / purchaser/s shall use the Said Apartment or any part thereof or permit the same to be used only for purpose for which it is allotted.
- 9.1 That Promoter/s herein have specifically brought to the notice of purchaser/s herein that
 - a) That in terms of said sanction plan and permission area admeasuring \$\mathbb{1}154.63\$ sq. meters out of said entire property is under 9.00 Meter and 18.00 Meter Wide Road and said road is passing through the said entire property and accordingly said entire property is divided into Two Parts, Plot No. A area admeasuring 2072.37 sq. Meters (it includes area under Reservation of Garden i.e. 868.62 sq. meters and area under R Zone i.e. 1203.75 Sq. Meters) & Plot No. B having area admeasuring 153.00 sq. meters. and presently building plan is sanctioned on area admeasuring 3227 sq. meters, (Plot A + area under Road)
 - b) That in terms of sanctioned plan area under 9.00 Meter and 18.00 Meter Wide Road i.e Road Set Back area1154.63 sq. meters out of the said property is to be handed over to Kalyan Dombivali Municipal Corporation in the due course;

c) i) That on Plot No. A one single building of Basement, Stilt(Part), Ground(Part), First Floor to Twenty First Floor (Residential + B. Commercial) is sanctioned and said building is registered as a under the provision of Real Estate (Regulation and Description) Act 2016.

stair and F.S.I., F.S.I. by payment of premium, ancillary F.S.I and/or any other F.S.I. on the said property as per D.C. Rules and Regulations, if permitted by Competent Authorities and accordingly necessary revised permission will be obtained in due course and in that case. Hoprs of building may be raised to upper floors and/or construction in stilt are may be carried out and the allottee/s / purchaser/s herein has/have granted them his/her/their unequivocal consent for the same and no separate NOC is required for the same.

iii) That in terms of sanctioned plan there is area admeasuring 260.58 sq. meters out of Plot A shown as "R" Zone area in the sanctioned plan and Promoter/s have reserved their rights to sanction and construct building /Bungalow on the said portion. That said portion will be retained by the Promoter/s as the absolute owner/s thereof along with building/bungalow to be constructed thereon and along with the clear, unobstructed right of access for ingress and egress for effectual use, utilization and beneficial enjoyment of the said portion and the said structure thereon and same will not form a part of formation and registration of co-operative housing society and at the time of transfer of the said property by way of

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conveyance, the said portion and structure thereon along with the open marginal spaces, and right of access shall be retained by Promoter/s and necessary covenant to that effect will be incorporated in such further declarations, applications and submissions at the time of formation of society as well as at the time of preparing, executing and registering the final transfer documents in favour of the society and at all material times the ownership right, title and interest of the Promoter/s in respect of the said portion and Structure as well as marginal space will be safeguard and protected and the purchaser herein has granted his /her irrevocable consent for the same and shall not raise any objection thereto.

That Promoter/s have further reserved their rights to develop said retainable portion i.e. said 260.58 sq. meters of land separately or by amalgamating with adjacent property in latter stages by themselves or through their nominees/assignees and to dispose of the Flat/Shop/Office/Unit constructed in the building to be constructed on said portion or said amalgamated property on ownership basis and to enter into agreements with the Various Purchaser /Allottee/s and to receive the sale price in respect thereof and said building to be constructed on said portion /said amalgamated property may or may not form the part of present scheme.,

It is clearly brought to the notice of Purchaser that, building to be constructed on said portion forms the part of present scheme or not will be a sole discretion of the builders/Promoters herein Only.

iv) That in terms of sanctioned plan area admeasuring 608.04 sq. Meters out of area 868.62 sq. meters under Reservation of Garden site No. 163 forming part of said entire property is to be handed over to Kalyan Dombivali Municipal Corporation in the due course and therefore the property to be conveyed in future in favore of Society will be 1203.75 sq. meters alongiwth building standing thereon are

d) That said **Plot B** admeasuring 153.00 sq. meets will not form the part of present development and Promoter's herein and/or the nominees will develop the same independently.

e) That Promoter/s herein are further going to acquire adjacent property to said property and same may be amalgamated with said property and if such adjacent property will be amalgamated then for the said amalgamation Purchaser/s herein has/have given his/her/their consent for the same.

That purchaser/s has understood the above said races and will not ? 3 raise any question about the same in future.

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9.2 The allottee/s / purchaser/s along with other Purchaser/s (s)s of Flat/Shop/Office/Units in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter/s 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 bye-laws of the proposed Society and duly fill in, sign and return to the Promoter/s within seven days of the same being forwarded by the Promoter/s to the allottee/s / purchaser/s, so as to enable the Promoter/s to register the common organisation of Purchaser/s of premises in said building. No objection shall be taken by the allottee/s / purchaser/s 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/s shall, on selling all the Flats/Shops/Offices/Units and only after receiving all amounts due and payable by all purchasers in building, cause to be transferred to the society or Limited Company all the right, title and the interest of the Promoter/s/Original Owner and/or the owners in the said structure of the Building or wing in which the Said Apartment is situated.

Within 15 days after notice in writing is given by the Promoter/s to the allottee/s / purchaser/s that the Said Apartment is ready for use and occupancy, the allottee/s / purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of Said Apartment) 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 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 Sallottee's / purchaser's shall pay to the Promoter's such proportionate share of outgoings as may be determined. The allottee/s / purchaser/s further agrees that till the allottee/s / purchaser's share is so determined the allottee/s / purchaser/s shall pay to the Promoter/s provisional monthly contribution of Rs. 3.00/-Rs. Three Rupees Only) per month Per sq.ft. towards the outgoings. The amounts so paid by the allottee/s / purchaser/s to the Promoter's shall not carry any interest and remain with the Promoter's until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited Empany 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/s to the Society or the Limited Company, as the case may be.

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- THE allottee/s / purchaser/s shall on or before possession and 10. hereinafter as and when demanded by Promoter/s shall pay without having right to account to Promoter/s an amount of his/her/their share of money towards Legal Charges, toward Entrance fees and share capital, towards Society formation charges, Proportionate share of taxes and other charges / levies in respect of the Society or the Limited Company, deposit towards provisional monthly contribution towards outgoings of the Society or the Limited Company, toward M.S.E.B. transformer, electric meter and water, connection charge, towards generator/invertors provision for Lift and common passages, toward Solar Equipment and installation, M.S. Grill, charges and expenses, including professional costs of the Attorney at law / Advocates of the Promoter/s 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.
- At the time of registration of conveyance of the building or wing of 11. the building, the allottee/s / purchaser/s shall pay to the Promoter/s, as the case may be, the allottee/s / purchaser/s 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 allottee/s / purchaser/s shall pay to the Promoter/s, as the case may be, the allottee/s / purchaser/s 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 SUR
- It is agreed that unless and until the Purchas 12. shop/ units in the said building/s pay the proportionate amount stamp duty, registration charges and legal fees, if any, and till all the flats/shop/units are not sold in the said building and considerate thereof have received, the Promoter's shall not be obliged to exercise or cause to be executed the final deed of conveyance in favour of the co-operative housing society / Limited Company.
- REPRESENTATIONS AND WARRANTIES OF THE Promoter/s 13.

The Promoter/s hereby represents and warrants to the allottee/s purchaser/s as follows:

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į i. The Original landlord, Promoter/s 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;

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- ii. The Promoter/s have 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. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- 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/s have 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/s have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the allottee/s / purchaser/s created herein, may prejudicially be affected;

vii. The Promoter/s 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 Apartment which will, in any manner, affect the lights of allottee/s / purchaser/s under this Agreement;

The Promoter/s confirms that they are not restricted in any manner what spever from selling the Said Apartment to the Flat Purchaser/s in the manner contemplated in this Agreement;

At the time of execution of the conveyance deed of the structure to the association of various Purchaser/s the Promoter/s shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Flat Purchaser/s;

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,

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notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter/s in respect of the project land and/or the Project except those disclosed in the title report.

- 14. The allottee/s / purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Said Apartment may come, hereby covenants with the Promoter/s as follows:
 - i. To maintain the Said Apartment at the allottee/s / purchaser/s own cost in good and tenantable repair and condition from the date that of possession of the Said Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Said Apartment 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 Said Apartment is situated and the Said Apartment itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the Said Apartment 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 Said Apartment 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 Apartment is situated, including entrances of the building in which the Said Apartment is situated and in case any damage is caused to the building in which the Said Apartment is situated or the Said Apartment on account of negligence or default of the Flat Purchaser/s in this behalf, the Flat Purchaser/s shall be liable for the consequences of the building.
 - Apartment and maintain the Said Apartment of the Said Apartment and maintain the Said Apartment of the same condition, state and order in which it was delivered by the Promoter's to the allottee's / purchaser's and shall not do or suffer to be done anything in or to the building in which the Said Apartment is situated or the Said Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the allottee's / purchaser's committing any act in contravention of the above provision, the Flat Purchaser's 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 Said Apartment 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 Said Apartment or any part thereof, nor any alteration

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in the elevation and outside colour scheme of the building in which the Said Apartment is situated and shall keep the portion, sewers, drains and pipes in the Said Apartment 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 Said Apartment is situated and shall not chisel or in any other manner cause damage. to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Said Apartment without the prior written permission of the Promoter/s and/or the Society or the Limited Company.

Not to do holes or changes in materials and colour on the exterior walls and chajjas of the premises. Not to fix grills outside the windows. Not to change in external elevation by changing the windows and railing or keeping pots, boards and objects outside the windows or in any other manner whatsoever.

- 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 Said Apartment 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 Apartment in the compound or any portion of the project land and the building in which the Said Apartment is situated.

Pay to the Promoter/s, as the case may be within fifteen days of demand, 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 allottee/s / purchaser/s is situated.

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 allottee/s / purchaser/s by the allottee/s / purchaser/s for any purposes other than for purpose for which it is sold.

The allottee/s / purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Said Apartment until all the dues payable by the allottee/s / purchaser/s to the Promoter/s under this Agreement are fully paid up.

The allottee/s / purchaser/s 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

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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 Said Apartment 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 allottee/s / purchaser/s 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 Said Apartment 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 Said Apartment is situated is executed in favour of Society/Limited Society, the allottee/s / purchaser/s shall permit the Promoter/s and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.
- xii. Till a conveyance of the project land on which the building in which Said Apartment is situated is executed in favour of Apex Body or Federation, the allottee/s / purchaser/s shall permit the Builder and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- allottee/s / purchaser/s agree and undertake to observe, abide by and comply with all the terms, conditions and stipulations of all exemptions orders, scheme, permission approvals, NOCs etc., that have been granted a sanction which may hereafter be granted or sanctioned or imposed by any authority, statutory or otherwise, including making payment of all amounts, charges, expenses deposits etc., in whether refundable or not.
- 15. The Promoter/s shall maintain a separate account in respect of sums received by the Builder from the allottee/s / purchaser/s 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. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Said Apartment or of the said Property and Building or any part thereof. The allottee/s / purchaser/s shall have no claim save and except in respect of the Said Apartment hereby agreed to be sold to him and

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all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Builder 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.

17. BUILDERS / PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE

After execution this Agreement Promoter/s shall not mortgage or create a charge on the Said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the present allottee/s / purchaser/s, who has taken or agreed to take Said Apartment.

Notwithstanding anything contained above, the Builders shall have full right, absolute authority and shall be entitled to 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/s or any part thereof, including for the purpose of raising finance, monies for the development of the said property or otherwise, subject to the rights of the allottee/s / purchaser/s under this agreement in respect of Said Apartment.

18. BINDING EFFECT

Forwarding this Agreement to the allottee/s / purchaser/s by the Promoter/s does not create a binding obligation on the part of the Promoter/s or the allottee/s / purchaser/s until, firstly, the allottee/s / purchaser/s-signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan SUB within 30 (thirty) days from the date of receipt by the allottee/s / a, pufchaser/s and secondly, appears for registration of the same before son erned Sub-Registrar as and when intimated by the Promoter's. If the allottee's / purchaser's fails to execute and deliver to the Promoter/s this Agreement within 30 (thirty) days from the date of receipt by the allottee/s / purchaser/s and/or appear before the Sub Registrar for its registration as and when intimated by the Promoter/s, then the Promoter/s shall serve a notice to the allottee/s / purchaser/s for rectifying the default, which if not rectified within 15 (fifteerr) days from the date of its receipt by the allottee/s / purchaser's application of the allottee/s / purchaser/s shall be treated as cancelled and all sums deposited by the allottee/s / purchaser/s in confiction therewith including the booking amount shall be returned o the allottee's / purchaser/s without any interest or compensation what Sever.

9. ENTIRE AGREEMENT

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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, if any, between the Parties in regard to the Said Apartment, as the case may be.

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO allottee/s / purchaser/s, subsequent allottee/s / purchaser/s

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 allottee/s / purchaser/s of the Said Apartment, in case of a transfer, as the said obligations go along with the Said Apartment for all intents and purposes.

22. 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 provisions of this Agreement shall ternain walls so enforceable as applicable at the time of execution of this Agreement.

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

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

24. FURTHER ASSURANCES

Both Parties agree that they shall execute, acl nowledge 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

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herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION

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

- 26. The allottee/s / purchaser/s and/or Promoter/s 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/s will attend such office and admit execution thereof.
- 27. That all notices to be served on the allottee/s / purchaser/s and the Promoter/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the allottee/s / purchaser/s or the Promoter/s by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses as specified hereinabove in names of parties.

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

THE TALLOTTEE/S /PURCHASER/SS

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

IT is further mutually agreed and understood by and between parties as follows:

ANY delay tolerated or indulgence shown by the Promoter/s in enforcing the terms of this agreement or any forbearance or giving of time to the allottee/s / purchaser/s by the Promoter/s shall not be constructed as a waiver on the part of the Promoter/s of any breach or non-compliance of any of the terms and conditions of this agreement by the allottee/s / purchaser/s nor

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shall the same in any manner prejudice the rights of the Promoter/s.

- ii. The allottee/s / purchaser/s may with prior permission in writing provide at his / her own costs, charges, expenses and risk extra amenities to the premises. However to grant or not to grant the permission shall be at the sole discretion of the Builder. The allottee/s / purchaser/s shall not carry out any internal or external changes, alterations or additions to the Said Apartment until the Purchaser/s has/have paid all the monies payable by him or her to the Promoter/s, either towards the consideration or otherwise and only after the allottee/s / purchaser/s shall have obtained a prior written permission of the Promoter/s in writing subject to the same having been approved by the KalyanDombivli Municipal Corporation. Provided further that such additions, alterations or provisions for extra amenities shall be carried out by the approved workmen, contractors of the Builder and not through any contractors or workmen not approved by the Builder. It is further agreed and understood by and between the parties that the allottee/s / purchaser/s shall not claim any deduction in the cost of his Said Apartment on account of deletion of any item of construction as per his / her requirements in Said Apartment.
- IT is also agreed and understood that the Promoter/s will only iii. pay the municipal tax for the unsold flats / shops/ units after obtaining occupation certificate and/or formation of society and will not pay or liable to pay any maintenance charges like common water, light, sweeper charges, etc., and the Builder can sell the said flats /shops/ units to any prospective buyers without obtaining the No objection from the society such formed and then such prospective buyers will become the member of the society without charge of any transfer fees etc.
- THAT the allottee/s / purchaser/s shall at no time. iv. partition of their interest in the said property herewater written of the said building/s It being hereby agreed and warred by the Purchaser/s that their interest in the piece or part of land more particularly described in the SCHEDULE hereunter written and said building/s is/are importable.
- Notwithstanding any other provisions of this agreement the V. Builder shall be entitled at the his sole and absolute discretion:
 - a) To form a society or limited Company of apartment or any other body or bodies of Purchasers to be formed
 - b) To decide and determine how and in what manner the infrastructure including the common utility areas such as gardens, open spaces, roads etc. may be transferred and/or conveyed /assigned/leased.

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- a) To provide for and incorporate covenant and restriction and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads, if any.
- b) To decide from time to time to what extent the building/s along with land appurtenant to its is 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 carryout the development by amalgamating the said property with adjoining property/s and/or to expand the scheme of development by acquiring adjacent property/s. To provide permanent nature of access to adjoining properties.
- vi. THE allottee/s / purchaser/s is/are aware that the Promoter/s shall be paying the maintenance, municipal taxes, local taxes and all outgoing as aforesaid in respect of whole of the property for and allottee/s purchaser/s behalf of the Flats/Shops/Offices/Units and it shall be the paramount responsibility and obligation of the allottee/s / purchaser/s to pay all the outgoing regularly. In the event of the default being committed by the allottee/s / purchaser/s herein or any of the Purchaser/s of any other units and in such event the Promoter/s shall not be bound to pay the outgoings for and on behalf of such defaulting persons and in the event of any essential supply being disconnected, it shall be the responsible of the allottee/s / purchaser/s logether in respect of the Flats/Shops/Offices/Units in respect of which possession has been given by the Promoter/s.

IN the event of the society or corporate body being registered before the sale and disposal by the Promoter's of all the Flats / Shops / Units in the said building's, the power and authority of the society or the corporate body so formed or of the Purchaser's herein and other Purchasers of the Flats/Shops/Offices/Units shall be subject to the overall powers of the Promoter's in any matter concerning the building construction and completion thereof and the Promoter's shall have absolute authority and control as regards the unsold Flats/Shops/Offices/Units, the halance floor space and its disposal thereof and Promoter's shall be entitled to receive and appropriate sale proceeds arising out of tame for their exclusive use and benefits.

THE Promoter/s shall be entitled to sell the premises in the said building/s for the purpose of using the same as bank, dispensaries, nursing homes, maternity homes, coaching classes, car parking, stilt and for other non-residential purpose and the allottee/s / purchaser/s herein along with the other Purchasers

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shall not raise any objection for such non-residential use of the premises sold by the Promoter/s to the intending Purchasers.

- ix. The allottee/s / 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 deeds, documents, writings and papers and all disclosures made by the Promoter/s to the allottee/s / 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 Municipality 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 entire transferable development rights as may be permissible by law.
- x. All terms, conditions and covenants of this agreement, including the powers, authorities, permission and covenant given by the allottee/s / purchaser/s to the Promoter/s herein shall remain valid, operative, binding, continuous, subsisting, irrevocable and in full force and effect even after the occupation / possession of the Said Apartment is handed over to allottee/s / purchaser/s under the possession of the said building/s is handed over to the said organisation and the deed of conveyance / assignment / lease or any other transfer document is executed.

xi. THE Promoter/s shall not be responsible for the consequences arising out of change in law or change in municipal and other laws, rules, regulations etc.,

The Stilts/Basement/Garage shall belong to the Propose of the same to any propagative flat purchaser for his exclusive use and benefit and purchaser/s will not raise any objection for the same. The person/s to whom the Stilts/Basement/Garage may be sold or disposed off will be admitted as members to the co-operative society/societies or the limited company/companies or the condominimum/s of apartment owners as the case may be and they will not be entitled to the same or shopping or commmercial or for any other purpose and the allottee/s / purchaser/s confirms that he/she/they has/have no objection to and shall not dispute the same at any time herea the same of the same

xiii. In the event of any portion of the said property being squired for putting up an electric sub-station, the Promoter shall be entited to give such portion to the concerned body for such purpose on such terms and conditions as the Builders shall think fit.

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- 30. Stamp Duty and Registration: The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee/s / purchaser/s and he/they will deposit the same with Promoter/s as and when demanded.
- 31. Dispute Resolution: Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

32. GOVERNING LAW

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

FIRST SCHEDULE OF THE ABOVE REFERRED PROPERTY (SAID ENTIRE PROPERTY)

All that piece and parcel of land lying, being and situate at Village Chikanghar, TalukaKalyan, District Thane bearing:

Survey	Hissa	Area	Assessment
No.	No.	(H-R-P)	(Rs. Paise)
86	1/1	0-32-0	7.31
		P. K. 0-01-8	

within the limits of the Kalyan Dombivli Municipal Corporation and within the limits of Registration District Thane, Sub-Registration District Falsa Sub-Regis Falsa Sub-Registration District Falsa Sub-Registration District

SECOND SEMEDULE OF THE ABOVE REFERRED PROPERTY (SAID PROPERTY)

All that area admeasuring 3227 sq. meters forming part of said entire property lying, being and situate at Village Chikanghar, Taluka Kalyan, Dist Thane bearing:

Section 1997 - All Control of the Co			
CIPTION	Hissa	Area	Assessment
ZNO.	No.	(H-R-P)	(Rs. Paise)
	1/1	0-32-0	7.31
5: 2007 人の66 実際	. (6.)	P. K. 0-01-8	

within the limits of the Kalyan Dombivli Municipal Corporation and within the Jurisdiction of Registration District Thane, Sub-Registration District Kalyan, , (subject to the land surrendered or to be surrendered to the Kalyan Dombivli Municipal Corporation as regards the reservations, set backs and roads and together with all easement rights and benefits.)

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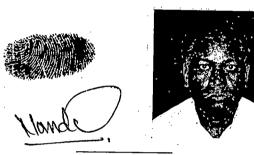
IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Kalyan in the presence of attesting witness, signing as such on the day first above written.

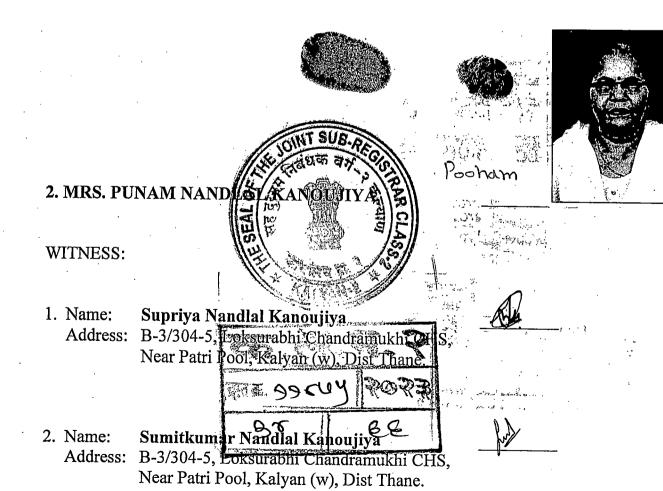
SIGNED & DELIVERED
by the within named Promoter/s
M/S SHREE GANESH BUILDERS AND DEVELOPERS,
a Proprietary Firm, through its Proprietor,
MR. PRAVIN KISAN BHOIR



SIGNED & DELIVERED by the within named ALLOTTEE/S / PURCHASER/S

1.MR. NANDLAL CHHEDILAL KANOUJIYA





RECEIPT

RECEIVED WITH THANKS FROM THE WITHINNAMED PURCHASER/s] I SAY RECEIVED

THE SUM OF Rs. 3,00,000/-

viii.

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(Rupees Three Lakhs Only) being the

part price / consideration in respect of sale of the]

Flat /Shop/Office/Unit hereinabove mentioned. 1 PROMOTER/S

Payment Schedule A

Basement, Stilt(Part), Ground(Part), First Floor to Twenty First Floor (as per present plan)

The Flat/Shop/Office/Unit Purchaser/s has paid on or before execution of this agreement an amount of Rs. 3,00,000/- (Rupees Three Lakhs Only) out of the total consideration as advance payment or application fee and hereby agrees to pay to that Promoter/s the balance amount in the following manner:

- i. 20 % (not exceeding 30% of the total consideration) of total consideration to be paid to the Promoter/s after the execution of Agreement.
- ii. 15% (not exceeding 45% of the total consideration) of total consideration to be paid to the Promoter/s on completion of the the building or wing in which Flat/Shop/Office/Unit is located.

Rs. 4 % on or before the completion of the 1st, 2nd and 3rd iii. of the said Building;

Rs. 4 % on or before the completion of the 4th, 5th, 6th and 7th Slab of the said Building;

Rs. 4 % on or before the completion of the 8th, 9th, 10th and 11th Slab of the said Building;

Rs:: 4 % on or before completion of the 12th, 13th, 14th and 15th The said Building;

% on or before completion of the 16th, 17th, 18th and 19th Slaw of the said Building;

% on or before completion of the 20th, 21th and 22th Slab of the said Building;

of total consideration (not exceeding 75% of the total consideration) to be paid to the Promoter's on completion of the walls, internal plaster, floorings doors and windows of the said Flat/Shop/Office/Unit.

5% of total consideration (not exceeding 80% of the total consideration) to be paid to the Promoter's on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat/Shop/Office/Unit.

xi. 65% of total consideration (not exceeding 85% of the total consideration) to be paid to the Promoter's on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said

Flat/Shop/Office/Unit is located.

10% of total consideration (not exceeding 95% of the total xii. consideration) to be paid to the Promoter/s on completion of the lifts, water pumps, electrical fittings, electro, mechanical, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Flat/Shop/Unit is located.

5% of total consideration against and at the time of handing over xiii. of the possession of the Flat/Shop/Unit to the Flat Purchaser/s on or after receipt of occupancy certificate or completion certificate.

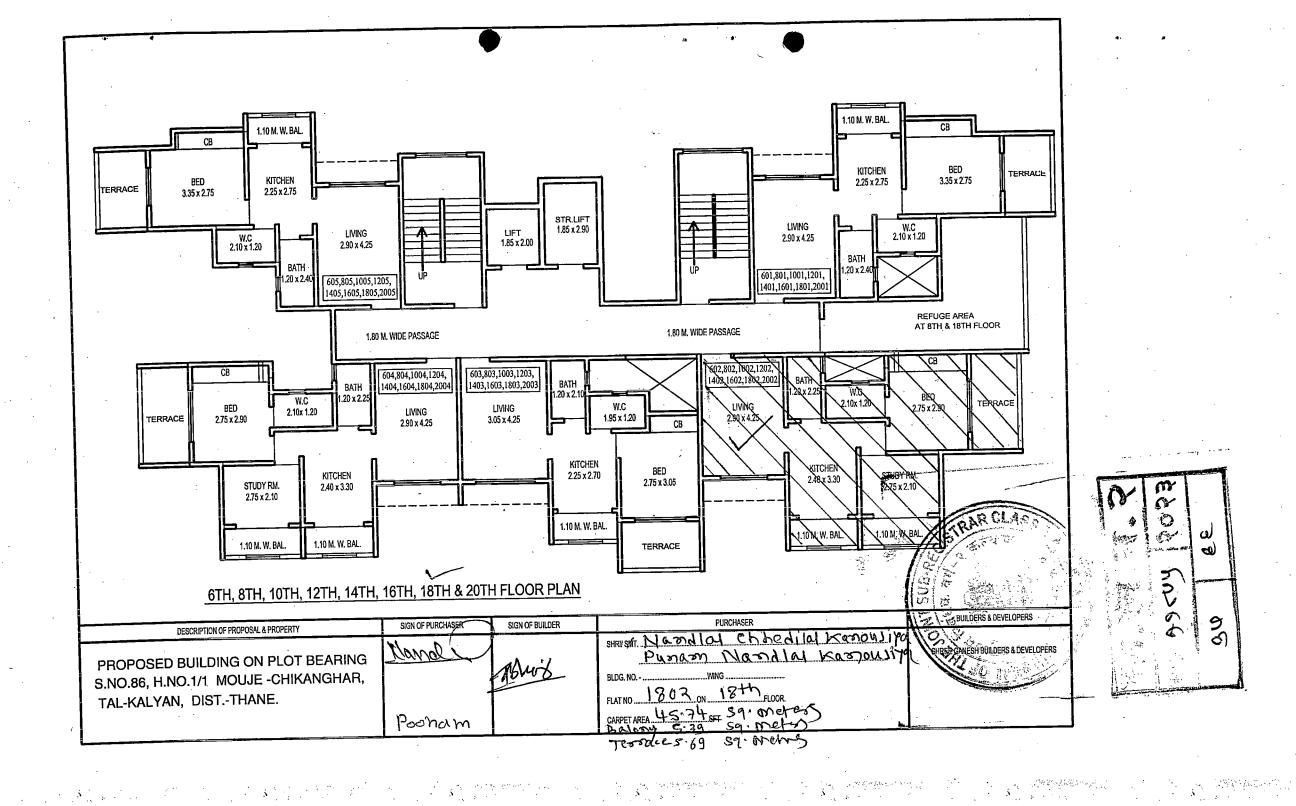
ANNEXURE - E **LIST OF AMENITIES**

- 1) Decorative Main Entrance Flush Door
- 2) 2×2 Vitrified tiles flooring in All Rooms
- 3) Granite Kitchen platform with Stainless Steel Sink
- 4) Glazzed Tiles up to Window Level in kitchen.
- 5) Designer Wall Tiles up to Ceiling Level in Bathroom and W.C.
- 6) French Window in living rooms & bed rooms.
- 7) Aluminium Sliding Windows with Powder Caoting.
- 8) Concealed plumbing with quality fittings.
- 9) Provision of Extra point for loft tank in bathroom.
- 10) Air Condition Point in Each Bedrooms.
- 11) Good Quality Concealed wiring with modular Switches.
- 12) Provision of Extra wiring for invertor
- 13) Gypsum/POP Finished walls with emulsion paint.
- 14) External Wall finished in acrylic emulsion paint.
- 15) Power back up for Lift.
- 16) Solar Water Heater
- 17) Rain Water harvesting
- 18) Earthquake resistant RCC Structure.
- 19) C.C.TV Camera on Main Gate and Sarounding

Common Amenities

- 1. Overhead and Underground water Tanks.
- 3. Entrance lobby, staircase and passage.
- 4. Lift Room.







Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number: **P51700029916**

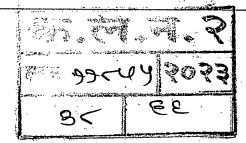
Project: Kisan Heights , Plot Bearing / CTS / Survey / Final Plot No.: S No 86/1/1 at Chikanghar, Kalyan, Thane, 421301;

- 1. Mr./Ms. Pravin Kisan Bhoir son/daughter of Mr./Ms. Kisan Waman Bhoir Tehsil: Kalyan, District: Thane, Pin: 421301, situated in State of Maharashtra.
- 2. This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with the allottees;
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be
 maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose
 as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;
 OR

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

- The Registration shall be valid for a period commencing from 15/07/2021 and ending with 30/09/2027 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- ⋄ That the promoter shall take all the pending approvals from the competent authorities
- 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: 15/07/2021 Place: Mumbai Signature and seal of the Authorized Officer Maharashtra Real Estate Regulatory Authority



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KALYAN DOMBIVAL MUNICIPAL CORPORATION, KALYAN

APPENDIX 'D-1'

FORM FOR SANCTION OF BUILDING PERMISSION AND COMMENCEMENT CERTIFICATE

To.

Smt. Hirabai Kisan Bhoir

POA. M/s. Ganesh Builders & Developers Through

Shri. Pravin Kisan Bhoir

Architect: Shri. B.S. Ranade, (M/s. R.K. Associates) Dombivali.

Structural Engg: - M/s. Pentacon Consulants, Thane (W).

Sir,

With reference to your application No.KDMC/2021/11773, dated 01/07/2021 for the grant of sanction of Commencement Certificate under Section 44 of The Maharashtra Regional and Town Planning Act, 1966 read with Section 253 of Maharashtra Municipal Corporations Act, 1949 to carry out development work/ Building on Survey No.86 hiss no.1/1, (Plot No.A) Village - Chikarghar, situated at Rambag Lane No.4, Kalyan West, the Revised Commencement Cerificate/Building Permit is granted under Section 45 of the said Act, subject to the following conditions.

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

Office No. KDMC/TPD/BP/KD/2019-20/0001

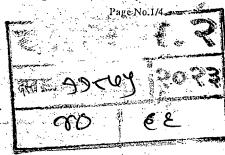
Office Stamp

Date:30|07|2021

Yours faithf

Assistant Director of Town Planning

Kalyan Dombivali Municipal Corporation Kalyan.







कल्याण डोंबिवली महानगरपालिका नगर रचना विभाग अटी व शर्ती

भुगायेराक, अग्र्याची च स्वानरो क KDMC TPD BP KD 2019-20 0001 236 - पुरार्थीक प्राधकाम परवानगी क KDMC TPD BP KD 2019-20 0001

महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ चे कलम ४४ तसेच म.प्रा.व न.र. अधिनियम १९६६ चे कलम ४५ नुसार मौजे— चिकणघर येथील स.न.८६ हि.नं.१/१ (प्लॉट नं.अ) येथील ३२२७.०० चौ.मी. क्षेत्राच्या भुखंडावर ३६४४.९१ चौ.मी. चटई क्षेत्रास समावेशिक आरक्षणाचे धर्तीवर प्रारंभ बांधकाम परवानगी प्रदान करण्यात आलेली आहे. सद्यस्थितीत UDCPR नुसार Basic FSI, Premium FSI, Ancillary FSI चा विचार करून एकुण ५७९५.८६ चौ.मी. चटई क्षेत्राच्या भुखंडाचा विकास करण्यासाठी केलेल्या दिनांक ०१/०७/२०२१ च्या अर्जास अनुसरून, खालील अटी व शर्नीस अधिन राहून तसेच नकाशावर हिरव्या रंगाने दुरुस्ती दाखविल्याप्रमाणे वाडेभिंतीच्या बांधकामासह, सुधारीत बांधकाम प्रमाणपत्र देण्यात येत आहे.

इमारत— तळघर , स्टिल्ट (पै), तळ (पै), पहिला मजला ते एकविसावा मजला (रहिवास + वाणिज्य)

- १) एकत्रिकृत विकास नियंत्रण व प्रोत्साहन नियमावली (UDCPR) मधील विनियम क.२.८.३ नुसार प्रत्यक्ष जागेवर बांधकाम सुरु करणेपुर्वी बांधकाम मंजुरीचा फलक लावणे आपणांवर बांधनकारक राहिल.
- २) UDCPR मधील विनियम क्र.५ Savings मध्ये नमूद a to h बाबत शासनाच्या वेळोवेळी निर्गमित होणाऱ्या मार्गदर्शक सूचना आपणांवर बंधनकारक राहील.
- ३) बांधकाम चालू करण्यापूर्वी सात दिवस आधी महापालिका कार्यालयास लेखी कळविण्यात यावे.
- ४) UDCPR मधील Appendix-F नुसार वाडेभित व जोत्याचे बांधकाम झाल्यानंतर वास्तुशिल्पकाराचे प्रमाणपत्र महानगरपालिकेस सादर करण्यात यावे व त्यानंतरच पुढील बांधकाम करण्यात यावे.
- ५) सदर अभिन्यासात कोणत्याही प्रकारचा फेरफार पूर्व परवानगी घेतल्याशिवाय कर नये, तसे केल्याचे आढळून आल्यास सदरची विकास परवानगी रद्द समजण्यात येईल.
- ६) UDCPR मधील विनियम क. १२१ ते १२.३ नुसार इमारतीच्या बांधकामाच्या सुरक्षिततेची (स्ट्रक्चरल सेफ्टी) जबाबदारी सर्वस्वी वास्तुशिल्पकार, Structural Engineer व परवानगीधारक यांचेवर राहिल, याची नोंद ध्यावी.
- ७) भूखंडाकडे जाण्या—येण्याच्या मार्गाची जबाबदारी संपूर्णपणे आपलेकडे राहिल. बांधकाम प्रारंभ प्रमाणपत्र नियोजित रस्त्यात्रमाणे दिले असल्यास त्या रस्त्याचे काम महानगरपालिकेच्या सोयी प्रमाणे केले जाईल व तसा रस्ता होईपर्यंत इमारतीकडे येणा—जाण्याचे मार्गाची जबाबदारी

८) जानेत जूने परिकार असल्यास त्यांच्याबाबत योग्य ती व्यवस्था करावयाची जबाबदारी मालकाची राहिल के मालको प्रक्रिक बांचेमध्ये काही वाद असल्यास किंवा निर्माण झाल्यास त्याचे निराकरण मालकाने करणे अक्रिएयक राहिल.

८) सदर जागेत किंदीर असल्यास ती संबंधित विभागाच्या परवानगी शिवाय बुजवू नये.

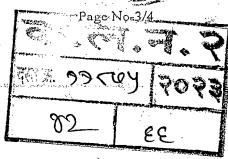
१०) सदर जागेतूर पाण्याचा नैसर्गिक निचरा होत असल्यास तो जलनि:सारण विभाग,(क.डॉ.म.पा.) च्या परवानगीशिवाय वद्भव अथवा बंद करु नये.

११) बांधकामाचे साहित्स र त्यावर टाकावयाचे झाल्यास महापालिकेच्या बांधकाम खात्याची Page No-2/4

89097 9093 8909 299 परवानगी घेणे आवश्यक गहील व त्याकरीता नियमाप्रमाणे लगणारी रक्कम (दंड झाल्यास त्यासह रक्कम) भरावी लागेल तसेच निरूपयोगी साहित्य महापालिका सांगेल त्या ठीकाणी स्वखर्चाने वाहून टाकणे आपणावर बंधनकारक राहील.

- १२) सदर जागेत बांधकाम करण्याबाबन पूर्वीची बांधकाम परवानगी असेल तर ती या बांधकाम परवानगीमुळे अधिकमीत (Supersede) झाला असे समजण्यात यावे.
- १३) रेखांकन प्रस्तावातील सर्व भूखंड रस्ते, खुल्या जागा, यांची प्रस्तावित नकाशाप्रमाणे जागेवर आखणी भूमी अभिलेख यांचेमार्फत करुन घ्यावी व त्यांचेकडील प्रमाणित मोजणी नकाशाची प्रत, बांधकाम प्रारंभप्रमाणपत्र दिल्या तारखेपासून एक वर्षाचे आत सादर करावी.
 - १४) भूखंडातील आरक्षित भाग समतल करुन व वाडेभितीचे बांधकाम करुन तसेच विकास योजना रस्ते रितसर नोंदीकृत करारनामा व खरेदीखतासह क.डों.म.पा.स विनामूल्य हस्तांतरित करावे.
- १५) वापर परवाना दाखला घेण्यापुर्वी जलनिःसारण विभाग व मलिनःसारण विभाग, अग्निशमन विभाग, पाणी पुरवठा विभाग, उद्यान विभाग, क.डों.म.पा. यांचेकडील ना—हरकत दाखला बांधकाम नकाशासह सादर करणे आपणावर बंधनकारक राहील.
- १६) जागेच्या मालकी हक्काबाबत काही वाद असल्यास अथवा निर्माण झाल्यास त्यांचे संपूर्ण निराकरण करण्याची जबाबदारी आपली राहील
- १७) ओल्या व सुक्या कचऱ्यासाठी स्वतंत्र कचराकुंडयांची व्यवस्था करणे आपणावर बंधनकारक राहील.
- १८) UDCPR मधील विनियम क. १३.२ नुसार ४००० चौ.मी. पेक्षा जास्त क्षेत्राच्या भुखंडावरील इमारतीत सौरउर्जा उपकरणे बसवणे आपणांवर बंधनकारक राहील.
- १९) UDCPR मधील विनियम क. १३.३ नुसार भुखंडावरील इमारतीत रेन वॉटर हार्वेस्टिंगबाबत अमलबजावणी करणे आपणांवर बंधनकारक राहील.
- २०) UDCPR मधील विनियम क. ३.१.४ नुसार रेल्वे विभागाकडील ना हरकत दाखला सादर करणे व त्यामधील अटी/बाबींचे पालन/पुर्तता करणे आपणावर बंधनकारक राहील.
- २१) वापर परवाना दाखला घेणेपूर्वी महसूल विभागाकडून गौणखनिज स्वामित्वधन रक्कम शासनास जमा केलेबाबतचा ना हरकत दाखला सादर करणे आपणावर बंधनकारक राहील.
- २२) वापर परवाना दाखल्यापूर्वी मा. जिल्हाधिकारी, यांचेकडील सनद सादर करणे आपणावर बंधनकारक राहील.
- २३) UDCPR मधील विनियम क. १३ ४ नुसार ग्रे—वॉटर रिसायकलींग बाबत कार्यवाही करणे तसेच संबंधित विभागाचा ना हरकत दाखला सादर करणे आपणांवर बंधनकारक राहील.
- २४) UDCPR मधील विनियम क. ३.६.५ मुसार पर्यावरण विभागाकडील ना हरकत दाखला. (Environemntal Clearance) सादर करणे व त्यामधील अही/बाबींचे पालन/पुर्तता करणे आपणावर बंधनकारक राहील.
- २५) UDCPR मधील विनियम क. १३.५ नुसार घनकचरा व्यवस्थापना तसेच संबंधित विभागाचा ना हरकत दाखलः सांदर करणे आपणांवर बंधनक
- २६) नकाशात हिरव्या रंगाने केलेल्या दुरूस्त्या आपल्यावर बंधनकारक राहा
- २७) इमारतीचे बांधकाम या सोबतच्या मंजूर केलेल्या नकाशांप्रमाणे आणि सिर्प्रमाणे टिलेल्या अर्गीप्रमाणे कुरणे अगण्यात्म संभवतातः गाहील
- २८) सदर प्रकरणी चुकीची व अपुर्ण माहिती दिली असल्यास सदर बांधकाम परवानगी रहेता.

समजण्यात येईल.





- हस्तांतरीत झाल्याशिवाय आरक्षणाखालील चटई क्षेत्राचे बाधकाम करण्यात येऊ नये संपुर्ण क्षेत्र विकसीत करुन वाडेभितीसह महापालिकव
- २९) प्रशासकीय ठरावाप्रमाणे अटी व शती आपणावर बंधनकारक राहिल टप्पा टप्प्यामध्ये दिलेल्यः सुटीच्या अनुषंगःने ठरावा प्रमाणे दिलेल्या
- बंधनकारक राहील, **UDCPR** नुसार वरीलपैकी आपणास लागु याची नोंद ध्यावी असलेल्या अटींची पूर्तता करणे आपणावर
- नुसार दखलपात्र प्रादेशिक नियोजन व नगररचना अधिनियम, १९६६ मधील कलम—५१ ते ५७ च्या तरतूदी अनिधकृत फेरबदलांबाबत आपण महाराष्ट्र

भरण्यात आलेल्या रक्कमेचा तपशिलः

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Page N0.4/4

तहसिलदार तथा कार्यकारी दंडाधिकारी कल्याण ता. कल्याण यांचे कार्यालय

क्र./महसूल/टे-२/जमीनबाब-१ /रुपांतरणकर/एसआर-४० /१९

दिनांक:

36-3-2098

प्रति,

श्रीम हिराबाई किसन भोईर श्री प्रविण किसन भोईर

विषय:- रुपानरीतकर (CONVERSION TAX) भरुन घेणेवाबतः

मौजे ,चिकणघर ता. कल्याण जि.ठाणो

स.मं./ रि	स.नं.	स.नं. प्रमाणे क्षेत्र (चौ.मी.)	रुपांतरीत कर भरणा करण्याचे क्षेत्र (चौ.मी.)
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संदर्भ :- १. महसूल व वन विभाग, मंत्रालय, मादामकामा मार्ग, हुतात्मा चौक, मुंबई ४०० ०३२, यांचैकडील अधिसूचना दिनाक ५ जानेवारी, २०१७

२. मा. जिल्हाधिकारीठाणे यांचेकडील पत्र क्र.महसूल/क-१/टे१/२/रु.कर/ अ:आकारणी/परिपत्रक-०१/१७, दिनांक- १६/०३/२०१७

३. आपूरा या कार्यालयात रुपांतरीत कर भरणेकामी केलेला अर्ज.

महसूल व वन विभाग, महाराष्ट्र शासन यांनी निर्गमित केलेल्या महाराष्ट्र जमीन महसूल संहिता (सुधारणा) अध्यादेश - २०१७ मध्ये महाराष्ट्र जमीन महसूल अधिनियम १९६६ चे कलम ४२ व (१) नुसार कलम ४२, ४२अ, ४४ मधील ४४ अ या मध्ये काहीही अंतर्भृत असले तरी, महाराष्ट्र प्रादेशिक नियोजन व नगररचना ४२, ४२अ, ४४ मधील ४४ अ या मध्ये काहीही अंतर्भृत असले तरी, महाराष्ट्र प्रादेशिक नियोजन व नगररचना अधिनियम, १९६६ याच्या तरतुर्दीनुसार कोणत्याही क्षेत्रामध्ये अतिम विकास योजना प्रसिध्द केल्यावर, जर पोट अधिनियम, १९६६ याच्या तरतुर्दीनुसार कोणत्याही क्षेत्रामध्ये अतिम विकास योजना प्राण्या आणि लागू असले तथे, नजराणा किंवा कलम (२) मध्ये तरतुद केल्याप्रमाणे रुपांतरण कर, अकृषिक आकारणी आणि लागू असले तथे, नजराणा किंवा काणत्याही जिमनीचा वापर हा अशा विकास योजनेतील वाटप, आरक्षण किंवा निर्देशन या स्वरुपात काणतिले वाचपात्र करा नमुद आहे व त्याअनुषंगाने अशा क्षेत्रात रुपांतरण कर आणि त्या विकास योजनेत दर्शविलेल्या वापराच्या अश्व अकृषिक आकारणी निश्चत करण्यात यांवी असे निर्देश देण्यात आलेले आहेत. त्या काणतिले अहित त्या स्वर्णांत विकास योजनेत दर्शविलेल्या वापराच्या अश्व विकास योजनेत विवास योजनेत दर्शविलेल्या वापराच्या अश्व विकास योजनेत विवास योजनेत दर्शविलेल्या स्वर्यांत योजनेत विवास योजनेत व

मधील तरतुरींना अधीन राहून उपलब्ध कागदपत्र, कल्याण डोंबिवली महान्त्रियालिका केल्याण यां जिल्ला मधील तरतुरींना अधीन राहून उपलब्ध कागदपत्र, कल्याण डोंबिवली महान्त्रियालिका केल्याण यां जिल्ला सहित अधीन राहुन भक्तन धेण्यात के आहे. झोनबाबतचे पत्र, त्यामध्ये नमुद असलेली टिप व आपले प्रतिज्ञापत्र यांस आधन राहुन भक्तन धेण्यात के आहे. सिदर जागेचा वापर जमीन मालकाकडुन होतो अथवा अन्य कोणाकडुन होतो यांबाबतची जवाबकर महसूल

99544 1093 The Stell Company C

कार्यालय पत्ता :- दिवाणी न्यायालयासमोर, रेल्वे स्टेशन जवळ, ता कल्या

संपर्क क. ०२५१ - २३१५१२४ 💌 ई-सेल : tahkalyan@gmail.com

खात्याची नसेल. तसेच सदरचा रुपांतरीत कर नियोजन प्राधिकारी यांचेकडील झोन दाखला व वास्नुविशारद वात्याची नसेल. तसेन नियोजन प्राधिकारी प्राचिकडील दाखल्याचार सेत आहे. सेत जांचेकडील दाखल्याचार प्राचिकडील दाखल्याचार प्राचिकडील दाखल्याचार प्राचिकडील दाखल्याचार सेत जांचेकडील दाखल्याचार प्राचिकारी कांचेकडुन चाल्याचार सेत चाल्याचार सेत चाल्याचार सेतिकारी प्राचिकारी प्राचिकारी प्राचिकारी प्राचिकारी प्राचिकारी प्राचिकारी प्राचिकारी प्राचिकारी प्राचिकारी चाल्याचार वांचेकार करन चेतल्याचारीत प्राचिकार प्राचिकारी चाल्याचार बांचेकार करणे आणावर बांचेकार असेल. तराचा भ्रतिका में स्वयं प्राचिकारी प्राचिकारी प्राचिकारी प्राचिकारी चांचेकडील चांच्याचारी संवच्ची ज्वाचारी संवच्ची ज्वाचारी संवच्ची ज्वाचारी संवच्ची ज्वाचारी असेल.

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(दीएक अन्तर्ध) तहसिलदार कल्याण







MILIND M. SHETE

B. COM. LL.B

Advocate High Court

Add: D/302, Mangeshi Sanskar, Near Nana Saheb Dharmadhikari Garden, Khadegolavli, Vithalwadi, Kalyan (E), Dist: Thane. 421306. Mob. 7498046149

FORMAT A

Date: 30.06.2021

To,

Maharashtra Real Estate Regulatory Authority. Mumbai.

LEGAL TITLE REPORT

Sub: Title clearance certificate with respect to all that piece and parcel of land lying, being and situate at Village Chikanghar, Taluka Kalyan, Dist. Thane bearing:

Survey	Hissa	Ar	ea as per Extract	Area under development from
No.	No.	of	7/12 (H-R-P)	entire property (Sq. Meters)
. 86	1/1		0-32-0	3227
			P. K. 0-01-8	

and within the limits of Kalyan Dombivali Municipal Corporation and within the Jurisdiction of Registration District Thane, Sub-Registration District Kalyan, hereinafter total area of 3380 Sq. Meters is called as "Said Entire Property" and the area under development from said entire property admeasuring 3227 Sq. Meters is hereinafter called and referred to as the "Said Property."

I have investigated the title of said property on the CONSTON GANESH BUILDERS and DEVELOPERS, Propiling Fig. Proprietor, Mr. PRAVIN KISAN BHOIR, having its Tipe at Ki Rambaug Lane No. 4, Chikanghar, Kalyan (W), Distributione. Than and have perused the following documents:

READ:

- 1. Extracts of 7/12.
- 2. Relevant Mutation Entries/Certificates.
- 3. Khate-utara.

4. Copy of No Objection Certificate granted by Dy. Registrar of Co-operative Society, Kalyan Taluka, Dist Thane bearing No. UPN/ Kalyan/B-4/Sagun/Housing/Punarvikas/1736/2018 dated 24.09.2018.

90 A. 1996

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5. Copy of Development Agreement Dated 08/02/2019, registered at the Office of Sub-Registrar of Assurances at Kalyan 2 under Sr. No. 1769/2019 made and executed between M/s Shree Ganesh Builders and Developers, Proprietary Firm, through its proprietor, Shri Pravin Kisan Bhoir, having Office at Kisan Apartment, Rambaug Lane No. 4, Chikanghar, Kalyan (W), Dist. Thane 421301, as the Developers and M/s Sagun Co-Operative Housing Society Ltd, as the Society and Smt. Hirabai Kisan Bhoir and another, as the Owners/Confirming Party.

MSM

- 6. Copy of order passed by Tahsildar Kalyan bearing No. Mahsul Table-2/Jaminbab-1/Conversion Tax/ SR/40-19 dated 30.03.2019 to fix Conversion Tax and Non Agricultural Assessment in respect of said property.
- 7. Copy of Building Commencement Certificate granted by Kalyan Dombivali Municipal Corporation bearing No. KDMP /NRV/BP/KV/CC/0001/20 dated 04.01.2020.
- 8. Copy of Deed of Release Dated 29.06.2021, registered at the Office of Sub-Registrar of Assurances at Kalyan 2 under Sr. No. 12208/2021 dated 29.06.2021 made and executed between Hirabai Kisan Bhoir as the Releasors and Mr Pravin Kisan Bhoir, as the Releasee.
- 9. Search Report dated 18.06.2014 and 30.06.2021 issued by one Mr. Jagtap for the search carried out by him for the last 30 years in respect said entire property in Sub Registrar Assurances at Kalyan.

On perusal of abovementioned documents, relevant papers and search report and subject to what is stated in the Annexure A attached hereto and marked as Annexure A i.e. of flow of title of owners MR. PRAVIN KISAN BHOIR & HIRABAI KISAN BHOIR and entitlement of said M/s. SHREE GANESH BUILDERS and DEVELOPERS, a Proprietary Firm, to develop the said property, and subject to the rights, title and interests of said society and its members in the building on said property, I am of the opinion that the title of the above said Owners i.e. Mr. Pravin Kisan Bhoir and Smt. Hirabai Kisan Bhoir to the said property is clear and free from reasonable doubts and encumbrances and being some of area admeasuring 2660 sq. meters out of said entire property and bove said development Agreement dated 08.02.2019 in respect of the said laws street GANESH BUILDERS and DEVELOPERS, a Proprietary Firm through the proprietor, Mr Pravin Kisan Bhoir are well and sufficiently entitled to develop said property as per above mentioned sanctioned plans and permissions with a accordance with development rules, regulations and Bye-Laws in force from time to time and by complying with conditions as mentioned in above said documents, building permission, order and sanction.

OWNER OF LAND: Mr. Pravin Kisan Bhoir & Smt. Hirabai Kisar. Bhoir DEVELOPERS NAME: M/s. Shree Ganesh Builders and Developers, a Proprietary Firm.

The Report reflecting the flow of title of the Shri Pravin Kisan Bhoir and Smt. Whiraliai Kisa Bhoir and M/s. Shree Ganesh Builders and Developers, Proprietary Firm, on the said property is enclosed herewith as Annexure.

MILIND M. SHETE ADVOCATE



MILIND M. SHETE B. COM. LL.B

Advocate High Court

Add: D/302, Mangeshi Sanskar, Near Nana Saheb Dharmadhikari Garden, Khadegolavli, Vithalwadi, Kalyan (E), Dist: Thane. 421306. Mob. 7498046149

"ANNEXURE A"

FLOW OF TITLE OF THE SAID PROPERTY:

On necessary inquiries with Owners and on Perusal of Extract of 7/12, relevant mutation entries and other documents, it appears that Presently name of Mr Pravin Kisan Bhoir and Smt Hirabai Kisan Bhoir appears as Owners/Bhogwatdars of said entire property, but Smt Hirabai Kisan Bhoir has released her undivided Share, right, title and interest in respect of area admeasuring 2660 sq. meters out of said entire property in favour of her son i.e. Mr. Pravin Kisan Bhoir and necessary mutation needs to be effected in revenue record to remove her name for area admeasuring 2660 sq. meters.

That some mutation entries provided to me are not legible and some are not available as can be seen from the certificate provided to me.

It appears that originally Waman Dama Bhoir was the owner of said property.

It further appears that said Waman Dama Bhoir died in the year 1975, leaving behind him, three sons, I. Shri Gangaram Waman Bhoir, 2. Kisan Waman Bhoir, 3. Tulshiram Waman Bhoir and Four daughters I. Mainabai Waman Bhoir, 2. Hausabai Maruti Dalvi 3. Kalubai Shankar Kadu, 4. Salubai Balaram Patil, and Wife Smt Ladkubai Waman Bhoir as his legal heirs and legal representative and accordingly their names recorded in revenue record as is evidenced by mutation entry no. 2448 dated 15.03. 1978.

It further appears that said Kisan Waman Bhoir expired in 20.04.1983 keeping behind him, 1. Smt. Hirabai Kisan Bhoir, (Widow) 2. Italia, Kisan Bhoir (Daughter), as his legal heir and legal representation and accordingly their names recorded in revenue record as is evidences by mutation entry no. 3015 dated 27.06.1983.

It further appears that said Gangaram Waman Bhoir expired in the year 1979-80 leaving behind him, I. Bhaskar Gangaram Bhoire (Son) 2. Smt Manufor Gangaram Bhoir (Widow) as his legal heirs and legal representative and accordingly their names recorded in revenue record as is exidenced by Indian entry no. 3049 dated 7.11.1983.

It further appears that Tulshiram Waman Bhoir expired on 02.12.2000, and he had no wife, son or caughter and thus his legal heirs and legal representative are 1. Smt Ladkubai Waman Bhoir Bhoir, (Mother) 2. Mainabai Waman Bhoir, (sister) 3. Hausabai Maruti Dalvi, (sister) 4. Kalubai Shankar Kadu, (sister) 5. Salubai Balaram Patil, (sister) and accordingly their names recorded in revenue record as is evidenced by mutation entry no.4061 dated 09.04.2003.

MSIA

It further appears that Manubai Gangaram Bhoir expired on 04.10.2003 leaving behind her, Bhaskar Gangaram Bhoir is her only legal heir and legal representative and accordingly their names recorded in revenue record as is evidenced by mutation entry no. 4076 dated 04.10.2003.

It further appears that by and under Deed of Release Dated 10.01.2008, registered at the Office of Sub-Registrar of Assurances at Kalyan under Sr. No. 534/2008 dated 18.01.2008 and Correction Deed Dated 25.01.2008, registered at the Office of Sub-Registrar of Assurances at Kalyan under Sr. No. 772/2008 dated 25.01.2008 made and executed between Shri Bhaskar Gangaram Bhoir as the Releasor and Pravin Kisan Bhoir, as the Releasees, the said shri Bhaskar Gangaram Bhoir has released his undivided Share, rights, title and interest in respect of said entire property in favour of said Pravin Kisan Bhoir and accordingly his name removed from revenue record.

It further appears that Ladkubai Waman Bhoir expired on 08.12.2008 leaving behind her, 1. Sau Mainabai Waman Bhoir 2. Hausaba3.i Maruti Daliv, 3. Kalubai Shankar Kadu 4. Salubai Balaram Patil, 5. Hirabai Kisan Bhoir, 6. Pravin Kisan Bhoir, 7. Sugancha Kisan Bhoir and 8. Bhaskar Gangaram Bhoir are her only legal heir and legal representative. That as Bhaskar Gangaram Bhoir has already released his undivided Share, rights, title and interest in respect of said operty in favour of Pravin Kisan Bhoir and accordingly name of Ladkubai premoved from revenue record as is evidenced by mutation entry no. 4288 daled. 2009.

It further appears that by and under Deed of Release Dated 22.06.2010, registered at the Office of Sub-Registrar of Assurances at Kalyan under Sr. No. 5944/2010 dated 22:06.2016 made and executed between Kalubai Shankar Kadu through her power of attorney holder Mr. Hirabai Kisan Bhoir as the Releasor and Mr Pravin Kisan Bhoir, as the Releasee, the said Kalubai Shankar Kadu has released her undivided Share in this, title and interest in respect of said entire property in favour of said Mr Pravin Kisan Bhoir and accordingly their name removed from revenue record as is evidenced by mutation entry no. 4387 dated 16.11.2010.

It further appears that by and under Deed of Release Dated 27.07.2011, registered at the Office of Sub-Registrar of Assurances at Kalyan under Sr. No. 8924/2011 dated 27.07.2011 made and executed between Hausabai Maruti Dalvi as the Releasor and Mr Pravin Kisan Bhoir, as the Releasee, the said Hausabai Maruti Dalvi has released her undivided Share, rights, title and interest in respect of said entire property in favour of said Mr Pravin Kisan Bhoir and accordingly her name removed from revenue record as is evidenced by mutation entry no. 4572 dated 20.03.2013.



MILIND M. SHETE B. COM. LL.B

Advocate High Court

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It further appears that by and under Deed of Release Dated 27.07.2011, registered at the Office of Sub-Registrar of Assurances at Kalyan 2 under Sr. No. 8217/2011 dated 27.07.2011 made and executed between 1. Salubai Balaram Patil, 2. Mainabai Waman Bhoir, 3 Sugandha Kisan Bhoir as the Releasors and Mr Pravin Kisan Bhoir, as the Releasee, the said 1. Salubai Balaram Patil, 2. Mainabai Waman Bhoir, 3. Sugandha Kisan Bhoir have released their undivided Share, rights, title and interest in respect of said entire property in favour of said Mr Pravin Kisan Bhoir and accordingly their name removed from revenue record as is evidenced by mutation entry no. 4573 dated 20.03.2013.

It further appears that Presently name of Mr Pravin Kisan Bhoir and Smt Hirabai Kisan Bhoir appears as Owners/Bhogwatdars of said entire property.

It further appears that there was Ground + 2 upper floor building known as "Sagun Co-operative Housing Society Ltd" consisting total 18 tenements, standing on area admeasuring 720 sq. meters out of the said property and same was occupied by members of said Sagun Co-Operative Housing society, hereinafter called as "said old building".

It further appears that the members of said "Sagun Co-office Housing State" Ltd" decided to re-develop the said old building by describing it through the Pravin Kisan Bhoir Proprietor of M/s. Shree Ganesh Boilders and Developers Proprietary Firm, having its office at Kisan Apartment, Rambaug Lane No. Chikanghar, Kalyan (W), Dist. Thane.42130.

It further appears that, no objection certificate is obtained from Dy. Registrar of Co-operative Society, Kalyan Taluka, Dist Thane bearing No. UPN/ Kalyan/P-4/Sagun/ Housing/ Punarvikas/ 1736/2018 dated 2009.2018 in respect redevelopment of said building through M/s. Skree Ganesh Builders and Developers, Proprietary Firm, through its Proprietor, Mar Pravin Kisan Bholm

It further appears that, by and under Development Agreement Dated 08 02 2019, registered at the Office of Sub-Registrar of Assurances at Kalyan 2 under St. No 1769/2019 dated 08.02.2019 made and executed between M/s. Shree Ganesh Builders and Developers, Proprietary Firm, through its Proprietor, Mr. Pravin Kisan Bhoir, having its Kisan Apartment, Rambaug Lane No. 4, Chikanghar, Kalyan (W), Dist. Thane 421301, as Developers and M/s Sagun Co-operative Housing Society Ltd., as the Society and Smt. Hirabai Kisan Bhoir and Pravin Kisan Bhoir, as the Owners, said M/s Sagun Co-operative Housing Society Ltd. alongwith Smt. Hirabai Kisan Bhoir and Pravin Kisan Bhoir granted/assigned the development rights in respect of an area admeasuring 720 sq. meters from said entire property in favour of M/s. Shree Ganesh Builders and Developers, Proprietary Firm, through its Proprietor, Mr. Pravin Kisan Bhoir on terms, conditions and for the consideration mentioned therein and in pursuance to said

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Development Agreement M/s Sagun Co-operative Housing Society Lta. alongwith Smt. Hirabai Kisan Bhoir and Pravin Kisan Bhoir have also granted the power of attorney in favour of said M/s. Shree Ganesh Builders and Developers, Proprietary Firm, through its Proprietor, Mr. Pravin Kisan Bhoir.

It further appears that Tahsildar Kalyan by his order bearing No. Mahsul Table-2/Jaminbab-1/Conversion Tax/SR/40-19 dated 30.03.2019 has fixed Conversion Tax and Non Agricultural Assessment in respect of said entire property for change of use of said entire property from agriculture to non-agriculture purpose i.e. for constructing buildings on said entire property and said owners of the said property have paid the same.

It further appears necessary building plan for the purpose of development of said entire property under accommodation reservation policy was submitted with with Kalyan Dombivli Municipal Corporation and Kalyan Dombivli Municipal Corporation granted Building Commencement Certificate bearing No. KDMP/NRV/BP/KV/CC/0001/20 dated 04.01.2020.

In terms of said sanction plan and permission it appears that area admeasuring 1154.63 sq. meters out of said entire property is under 9.00 Meter and 18.00 Meter Wide Road and said road is passing through the said entire property and accordingly said entire property is divided into Two parts, Plot No. A area admeasuring 2072.37 sq. Meters (it includes area under Reservation of Garden) & Plot No. B having area admeasuring 153.00 sq. meters and presently building plan is sanctioned on area admeasuring 3227.00 sq. meters (Plot A + area under D.P. Road accordingly said area admeasuring 3227.00 is called and referred as "Said

Author appears that by and under Deed of Release Dated 29.06.2021, registered the Office of Registrar of Assurances at Kalyan 2 under Sr. No. 3.12208/2021 dated 29.66.2021 made and executed between Smt Hirabai Kisan Bhoir as the Release, and Shri Pravin Kisan Bhoir as the Release, the said Smt Hirabai Kišan Bhoir has released her undivided share, rights, title and interest in respect of area admeasuring 2660 sq. meters out of said entire property (said entire property excepting area admeasuring 720 sq. meters on which said building is standing) in favour of Shr Pravin Kisan Bhoir and necessary mutation needs to be effected in revenue record to remove her name for area admeasuring 2660 sq. meters.

It is further represented to me that Shri Pravin Kisan Bhoir has applied to remove Mane of Smt Hirabai Kisan Bhoir for the area admeasuring 2660 sq. meters out of said entire property and same is awaited and accordingly in terms of said Deed of Release, Shri Pravin Kisan Bhoir became the absolute owner of area admeasuring 2660 sq. meters from the Said Entire Property and remaining area admeasuring 720 sq. meters from the Said Entire Property is jointly owned by Smt Hirabai Kisan Bhoir and Shri Pravin Kisan Bhoir and therefore they are absolute owners of their respective area as stated above from said entire property.

ted above from said e



MILIND M. SHETE

B. COM. LL.B

Advocate High Court

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It is represented to me that said old building standing on the area admeasuring 720 sq. meters out of said property has been demolished now.

It further appears that in terms sanctioned plans and permissions area under 9.00 Meter and 18.00 Meter Wide Road i.e Road Set Back area1154.63 sq. meters and area under reservation of Garden i.e. 608.04 sq. meters out of the said property is to be handed over to Kalvan Dombivali Municipal Corporation.

I have gone through the Manual Search Report taken at the office of Sub-Registrar of Assurances at Kalyan by Shri G.H. Jagtap dated 18.06.2014 and 14.02.2020, do reveal entry in year 1991 in respect of institution of Suit for Partition filed by Smt Hirabai Kisan Bhoir against Smt. Hausabai Maruti Dalvi and other 7 and it further do reveal that said Smt. Hausabai Maruti Dalvi and other 7 and/or their legal heirs as the case may be have by and under various separate registered Deeds of Releases, as mentioned above/in said search reports, executed in favour of said Pravin Kisan Bhoir, have released their undivided share, rights, title and interest in respect of said entire property in favour of Shri Pravin Kisan Bhoir and accordingly necessary mutation entries have been passed in revenue records and their names were removed from Extract of 7/12 in respect of said entire property except that said Search report does not reveal any other entry which will fall in the category of registered encumbrances over said property.

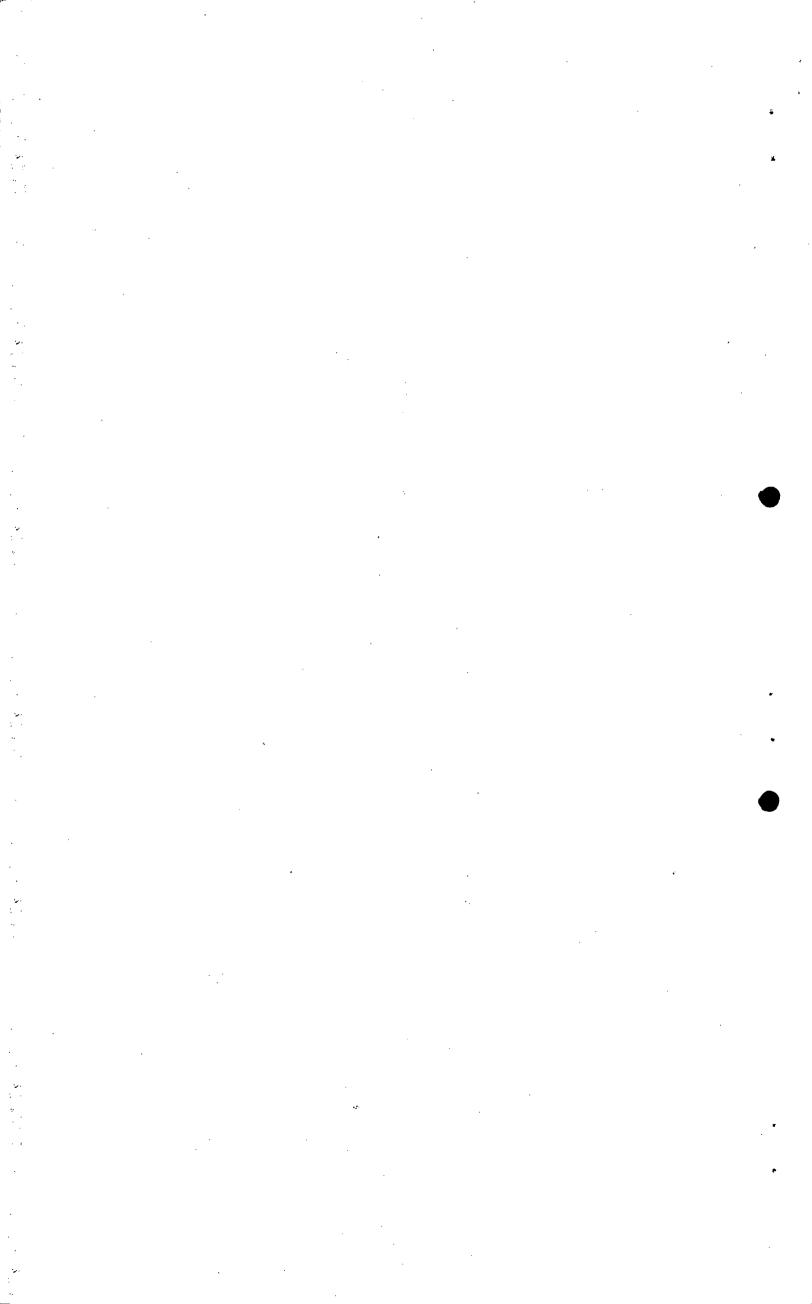
On perusal of above mentioned documents and subject to what is stated herein above and subject to the rights, title and interests of said society and its members in the building on said property and solely on the basis of documents furnished to me as aforesaid by said owners of the said entire property, I am of the opinion that the title of above said owners i.e MR. PRAVIN KISAN BHOIR & HIRABAI KISAN BHOIR to above said entire property is clear and free from reasonable doubts and encumbrances and being owner of area admeasuring 2660 sq. meters out of said entire property and in terms of above said development Agreement dated 08.02.2019 in respect of remaining area admeasuring 720 sq. meters out of said entire property and in terms of sanctioned plan M/s SHREE GANESH BUILDERS and DEVILLOPERS, a Proprietary Firm Agreement in terms of sanctioned plan M/s SHREE GANESH BUILDERS and DEVILLOPERS, a Proprietary Firm Agreement is and constructing new multistoried building/s thereon as a sanctioned plan by sanctioned and permissions and in accordance with development Regulations and and permissions are from time to time and by complying the conditions as mentioned in abovesaid documents, permissions, orders and sanctions.

The present title is issued based on the revenue record, deeds and document and search report produced before me and I bear no responsibility of any act, deeds or things which is not brought to my knowledge or is not placed before me.

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MILIND M. SHETE ADVOCATE



5 Mully 19.7 ाप्तम ह हाह हेक्ट्र 2) देगकाचा प्रकार: eChallan रक्कम: र 100%-क्रीकीश्वार्था,णे ऑर्डर कमांक: MH0035 2764202223E दिनांक: 17/06/2022 :117म ह हार हरहे \OOS.ङ :मक्कर DHC :क्रम: क्र.200\ -/008 .ह : कशृह कांद्रमु र्हार ह -\0.ङ Tह्यङ्गिम .क शिफ्रक ं-\ इ.स.म् शासाह . फर्कमी फर्कह गाड़ MA 42:11 हात्रांध ८-क्रिप्र, उही हिनेबंध, त्रुन उत्त माणगाध :गण्हुग €, 300,00 01 :ाष्ट्राम् मिष्ट्याः 10 कि गिळाताइ क्रुक ₹, 200,00 رَبُّ الْهِ عَلَكِ إِنْ يُطْلِكُ إِنَّا اللَّهُ عَلَى اللَّهُ عَلَى اللَّهُ عَلَى اللَّهُ اللَّهُ ال و. 100.00 € महर इंमणिहार अभिनी : हाम ह्नाप्नाए , इंगाप्त उन्यक्तिवाचा प्रकार: कैवनेबद्यारतंत्र \$203-49441-SFB#:#H#### 12124464-\$ प्राधिन नाव: चिक्णघर 2202/2017। :कार्न्डी 8762। :कं िकाए Mec:.ngaA MA 60:11 2202, 71 enul, yabing ਸ਼98: .क्र गिण्डॉन Original/Duplicate ' फिनाम ヤタヤヤレノレム



CHALLAN MTR Form Number-6



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SPECIAL POWER OF ATTORNEY

THIS POWER OF ATTORNEY MADE AT

17th KALYAN ON DAY OF JUNE 2022

TO ALL TO WHOM THESE PRESENTS SHALL COME, I, SHRI PRAVIN KISAN BHOIR, adult, the proprietor of M/S SHREE GANESH BUILDERS AND DEVELOPERS, a Proprietary Firm, having its Office at Survey No. 86/1/1, Chikanghar, Rambaug Kalyan (W), Tal Kalyan, District Thane 421301. proprietor of M/S SHREE GANESH BUILDERS DO HEREBY SEND GREETINGS:

WHEREAS Shri Pravin Kisan Bhoir and Smt. Hid Kisan Bhoir are owners and/or otherwise well and sufficiently entitled to all that piece parcel of land lying, being and situate at Village Chikanghar, Kalyan, District Thane bearing:

Survey No.	Hissa No.	Area (H-R-P)	Assessment (Rs. Paise)	7
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		P. K. 0-01-8	P0266	5053

total 19

within the limits of the Kalyan Dombivli Municipal Corporation and whin the Jurisdiction of Registration District Thane, Sub-R Kalyan, hereinafter called and referred to as the "Said with Sugar

and is more particularly described in the FIRST So

written;

AND WHEREAS there was Ground + 2 upper "Sagun Co-operative Housing Society Ltd" consisting standing on area admeasuring 720 sq. meters out of the and same was occupied by members of said Sagun Co society, hereinafter called as "said old building";

AND WHEREAS by and under Development Agreement 08.02.2019, registered at the Office of Sub-Registrar of Assurance Kalyan 2 under Sr. No. 1769/2019 dated 08.02.2019 I have acquired the 22 development rights in respect of said area of 720, sq. meters from the sa Society i.e. Sagun Co-operative Housing Society Ltd. and said owners of said entire property confirmed the same and accordingly said society and said owners granted the power of attorney dated 08.02.2019 in my favour which is registered at the Office of sub-Registrar of Assurance at Kalyan-2 under serial No. 1770/2019 dated 08.02.2019.

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AND WHEREAS the said Development agreement and power of attorney are still valid, subsisting and completely in force.

AND WHEREAS I have obtained the Building Commencement Certificate bearing No. KDMP/NRV/BP/KV/CC/0001/20 dated 04.01.2020 from the Kalyan Dombivli Municipal Corporation with the intention to carry out the construction of multi – storeyed building on the area admeasuring 3227.00 sq. meters forming part of said entire property, hereinafter called and referred to as the "Said Property" and is more particularly described in the SECOND SCHEDULE hereunder written;

AND WHEREAS I have also obtained revised building permission from Kalyan Dombivli Muncipal Corporation under Revised Building Permission bearing No. KDMC/TPD/KD/2019-20/0001/236 dated 30.07.2021 in respect of said property.

AND WHEREAS the building project to be constructed on the said property will be known as "KISAN-HEIGHTS"

AND WHEREAS I intends to sell the flat/shops/offices/units constructed /to be constructed in the said "KISAN-HEIGHTS" to intending purchaser/s and for the said purpose necessary agreement will required to be executed from time to time under the provisions of Real Estate (Regulation and Development) Act 2016.

MD WHEREAS due to my other business commitment and work it is not possible for me at all the material time to lodge and register the said agree the said said flats/shops/offices/units constructed/to be constructed before the Sub – Registrar of assurance at Kalyan and therefore I am desirous of appointing Shri KIRIT PRAVINCHANDRA TANNA, Age 50 seems, Occupation – Busuness, residing at A-1/506, Krishna Kunj CHS, Mangeshi Sahara, Near Chatri Bunglow, Chikanghar, Kalyan (w), Dist Thate, in whom I have full faith and trust to lodge the agreements and registrar of Assurances and admit the execution thereof.

PROWKNOW YE AND THESE PRESENTS WITNESS THAT, I, I, SHRIPPANN KEAN BHOIR, adult, the proprietor of M/S SHREE GANESH BUILDERS AND DEVELOPERS, a proprietary firm, for self and as a proprietor of M/S SHREE GANESH BUILDERS AND DEVELOPERS do hereby nominate, constitute and appoint SHRI KIRIT PRAVINCHANDRA TANNA, adult, as my true and lawful attorney to do the following acts, deeds, things, and matters Viz.

Agreement, Deeds of Correction, Rectification Deed, Affidavit, Declaration and/or any other documents and incidental documents in respect of the said flats/shops/offices /units in the said building project known as "KISAN-HEIGHTS" before the appropriate Sub – Registrar of Assurances and to admit the control of the said documents on behalf of me and /or M/S SHREE GANESH BUILDERS AND DEVELOPERS.

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2 To comply with all the requisitions and formalities required to effectuate the legal and perfect registration of the said agreements and documents and to follow all the procedure under the Indian Registration Act, 1908 as well as Bombay stamp act in the name of me and /or my said firm and on behalf of me and /or my said firm as a true and lawful attorney.

3 To purchase the stamp paper, (judicial or non – judicial) and to make necessary application for the same and to do all the things, acts, deeds and matters as provided under the Bombay Stamp Act

FIRST SCHEDULE OF THE ABOVE REFERRED PROPERTY

(SAID ENTIRE PROPERTY)

All that piece and parce of land lying, being and Chikanghar, TalukaKalyan, District Thane bearing:

Survey	Hissa	Area	Assessment
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within the limits of the Kalvan Dombivli Municipal Corporation and within the Jurisdiction of Registration District Thane, Sur-Registration District Kalvan.

SECOND SCHEDULE OF THE ABOVE REFERRED PROPERTY (SAID PROPERTY)

All that area admeasuring roperty lying, being and situate at Village Chikanghar Dist Thane bearing:

			
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within the limits of the Kalyan Dombivli Municipal Corporation of Registration District Thane, Sub-Registration District Kalyan, , (subject to the land surrendered or to be surrendered to the Kalyan Dombivli Municipal Corporation as regards the reservations, set? • ??

IN WITNESS WHEREOF, I have hereunto, set and subscribed my signature to this writing on this ______ day of June 2022.

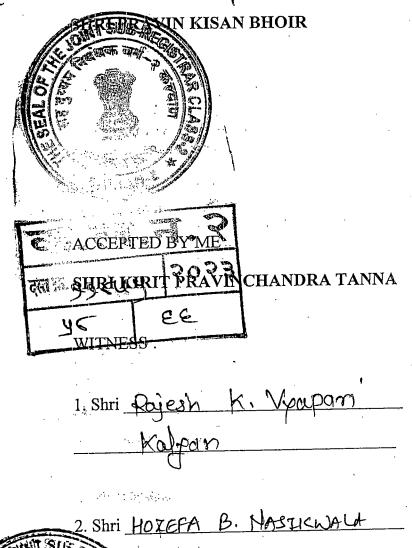
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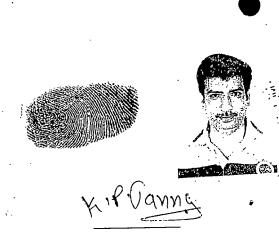
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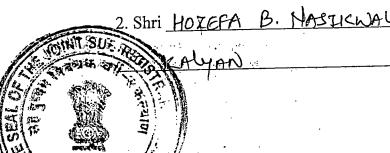


M/S SHREE GANESH BUILDERS AND DEVELOPERS
Through its Proprietor





A COMPANY



Our for



Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number: P51700029916

Project: Kisan Heights , Plot Bearing / CTS / Survey / Final Plot No.: S No 86/1/1 at Chikanghar, Kalyan, Thane, 421301;

- 1. Mr./Ms. Pravin Kisan Bhoir son/daughter of Mr./Ms. Kisan Waman Bhoir Tehsil: Kalyan, District: Thane, Pin: 421301, situated in State of Maharashtra.
- 2. This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with the allottees;
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;

That entire of the amounts to be real sed hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained and to cover the cost of construction and the land cost and shall be used only for that pur one time estimated cost of completion of the project.

The Registration shall be valid for a period commencing from 15/07/29 and ending with 3000 7 unless renewed by the Maharashtra Real Estate Regulatory Authority in accompance with section 5 of the Act lead with rule 6.

The promoter shall comply with the provisions of the Act and the rules at the gulations made there

o That the promoter shall take all the pending approvals from the competent authorities

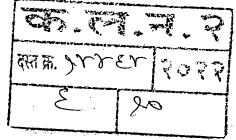
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there

under.

Dated: 15/07/2021 Place: Mumbai Signatur Aud Sel of the Authorized When Maharas tracked Estatus a gulator, and the Maharas tracked Estatus a gulator a

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, житец бата: ,: 05/03/202

महाराष्ट्र शासन

गांव गमुना सात (अधिकार अभिलेख गतंव) ताष्ट्र ज्योव प्रमान अधिकार अभिलेख आणि वीटकका (तथा बाल व पुरिधनीत हेवम) विषय १९३१

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विशिक्षा :- फल्याण

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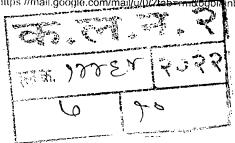
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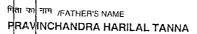






ACSPT2616D

KIRIT PRAVINCHANDRA TANNA



जन्म तिथ /DATE OF BIRTH

14-02 1972

हरताक्षर /SIGNATURE

K. G. Trammof

P.R. Sharma





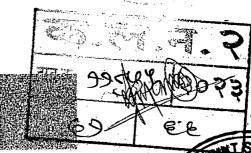
भारत सरकार GOVERNMENT OF INDIA



राजेश कृष्ण व्यानारी Rajesh Krishna Vyapari जन्म बारीख/DOB: 22/10/1987 पुरुष/MALE

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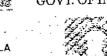
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भारत सरकार GOVT. OF INDIA ·

INCOME TAX DEPARTMENT



:: NASIKWALA HOZEFA BAKIR



BAKIR TAHERBHAI NASIKWALA 25/03/1985

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दस्त गोषवारा भाग-1

कलन2 **९) ०** दस्त क्रमांक: 14464/2022

दस्त क्रमांक: कलन2 /14464/2022

बाजार मुल्य: रु. 01/-

मोबंदला: रु. 00/-

भरलेले मुद्रांक शुल्क: रु.500/-

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पावती:15978

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सादरकरणाराचे नाव: किरीट प्रविणचंद्र तन्ना

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Joint Sub Registrar Kalyan 2 सहिन्दुक्य निर्देश के दस्ताचा प्रकार: कुलमुख्या कि

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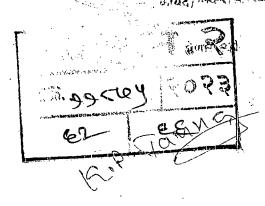
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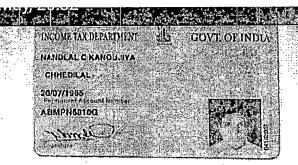
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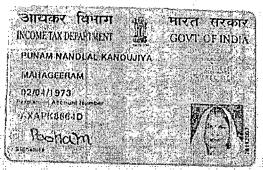
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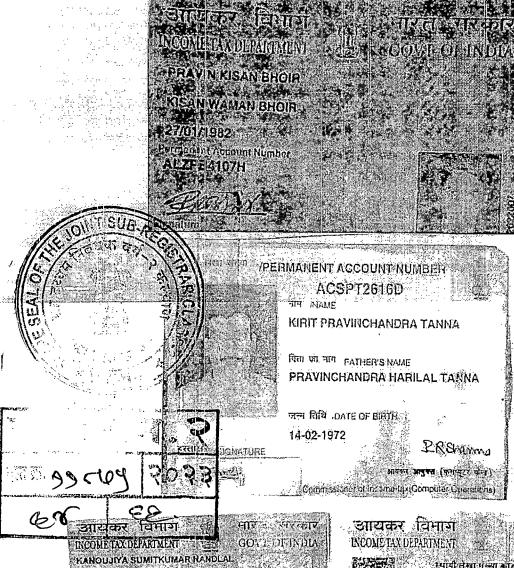
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सदर दस्तऐवज नौदणी कागद १९६८ नियम १९६१ अंतर्गत तरतुदीनुसार नौदणीस दाखल केला आहे. दस्तामधील संपुर्ण मजकुर, निचादक व्यक्ती, साक्षीदार व सोवत जोडलेले कागदपत्रे दस्ताच्या सत्यता, वैधता कायदेशीर बार्बीसाठी खालील निष्पादक व्यक्ती संपूर्णपणे जवाबदार आहेत. तसेच सदर हस्तांतरण दस्तांमुळ राज्यशासन/केंद्रशासन यांच्या कोणत्याही कायदे/नियम/पश्चित्रक यांचे उल्लघन होत नाही.

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सह.द्य्यम निबंधक

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असल्यास, प्रतिबादिने नान च पत्ता

विवाणी न्यायालयाचा हुकुमनामा किंदा आदेश

(४)दस्तऐवज करन घेणा-या पक्षकाराचे च किवा

(४) दस्तऐवज करन देणा-याजिहून ठेवणा-या (6)आकारणी किंदा जुडी देण्यात अमेल नेव्हा.

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(३) बाजारभाव(भाव्यस्थाच्या बाबतितपरराकार

हुकुमनामा किंदा आदेश असल्यास,प्रतिवादिने नान च पक्षकाराचे नाव किया दिवाणी न्यायालयाचा

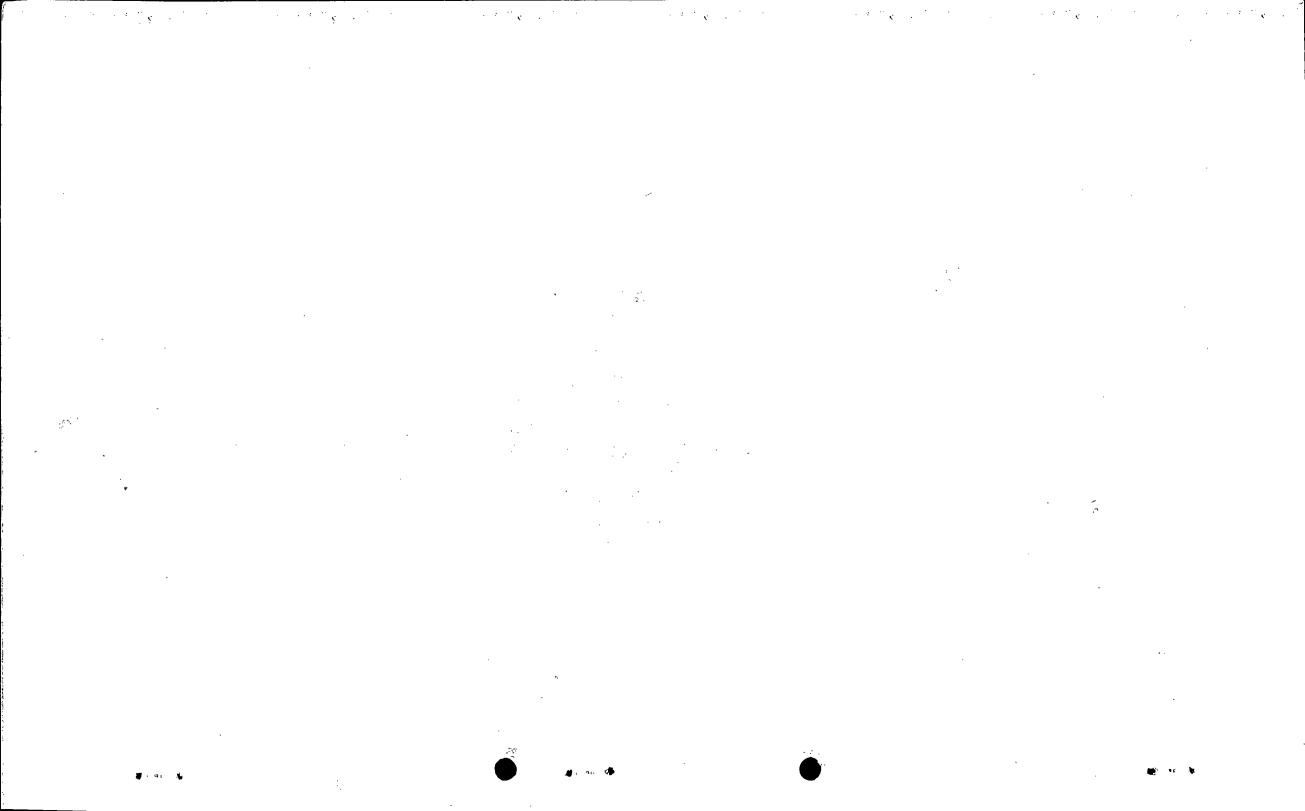
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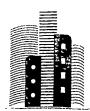
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ion or any Cantonment area annexed to it.







Builders & Developers

Kisan Apartment, Near Suresh Cable Network, Rambaug Lane No. 4, Chikanghar, Kalyan (W) 421301.

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

Dear Sir,

I Shree Ganesh Builders And Developers, and here by certify that:

1. I/We have transferable rights to the property described below, which has been allotted by me/us to Mr. Nandial Chhedilal Kanoujiya and Mrs. Punam Nandial Kanoujiya (name of the borrowers) 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

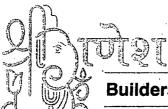
23/05/2023 (herein after referred to as the "Sale document")

Description of the property	
Flat No./ House No.	1802
Building No./Name	Kisan Heights
Plot No	S. No. 86/1/1
Street No./Name	Chikanghar,
Locality Name	Near Suresh Cabel Network,
Area Name	Rambaug Lane No 4 End
City Name	Kalyan (W).
Pin Code	421301

- 2. That the total consideration for this transaction is Rs.5500000/- (Rs. Fifty Five Lakhs Only) towards sale document and Rs.5500000/- (Rs. Fifty Five Lakhs Only) (name any other agreement, if any)
- 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.

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Builders & Developers

Kisan Apartment, Near Suresh Cable Network, Rambaug Lane No. 4, Chikanghar, Kalyan (W) 421301.

- 5. We have borrowed from _________(name of the financial institution) whose NOC for this transaction is enclosed herewith / We have not borrowed from any financial institution for the purchase /development of the property and have not created and 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 favor 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 favoring 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 favor 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.
- 8. Please note that the payment for this transaction should be made by crossed cheque/Transfer of funds favoring "Shree Ganesh Builders And Developers, IDBI Bank, Tilak Chowk, Kalyan (W).Branch, Account No.0456102000012272,IFSC CODE: IBKL0000456".
- 9. In case of cancellation of the sale-agreement for any reason, I/We shall refund the amount by crossed cheque favoring the Bank A/C "Mr. Nandlal Chhedila! Kanoujiya and Mrs. Punam Nandlal Kanoujiya (name of the purchaser)", and forward the same to you directly.
- 10. The signatory to this letter draws authority to sign this undertaking on behalf of the company/firm vide **Shree Ganesh Builders And Developers** (description of document of delegation of authority to the signatory.)

Yours faithfully,

For Shree Ganesh Builders & Developers

Proprietor

Place – Kalyan (W). Date – **25/05/2023** 



Builders & Developers

Kisan Apartment, Near Suresh Cable Network, Rambaug Lane No. 4, Chikanghar, Kalyan (W) 421301.

Date: 25/05/23

| PROJECT | KISAN HEIGHTS | BLDG NO. | TO, | FLAT NO | 1802 | | FLAT COST | 55,00,000 |

NANDLAL CHHEDILAL KANOUJIYA PUNAM NANDLAL KANOUJIYA

De sir/madam,

We are pleased to inform you about the completion of current R.C.C. Structure for the above mentioned building work in progress.

You are required to pay as mentioned below :-

Inst.	% Bill	Due Date	Due	Paid	Balance	Interest
Code			Amount	Amount	Amount	Amount
101	10% Initial	12-07-2022	5,50,000			
102	20% Execution of Agreement	16-07-2022	11,00,000		·	
103	15%Regis./Plinth	20-10-2022	8,25,000			
104	4% 1st,2nd &3rd Slab	06-02-2023	2,20,000			
105	4% 4th,5th 6th & 7th Slab	12-05-2023	2,20,000	3,00,000		
106	4% 8th,9th,10th &11th Slab					
107	4% 12th,13th,14th &15th Slab					· · · · · ·
108	4% 16th,17th,18th &19th Slab					
102	5% 20th,21st &22nd Slab				 	
1 .5.	5% Inter Plaster work			· · · · · · · · · · · · · · · · · · ·	 	
111	5% Plumbing work					
112	5% External Plaster work					
113	10% Flooring & Eletrical Work		÷			
114	5% Possession					
· ·			29,15,000	3,00,000	26,15,000	

NET AMOUNT PAYABLE

Rupees: Twenty Six Lakhs Fifteen Thousand Only.

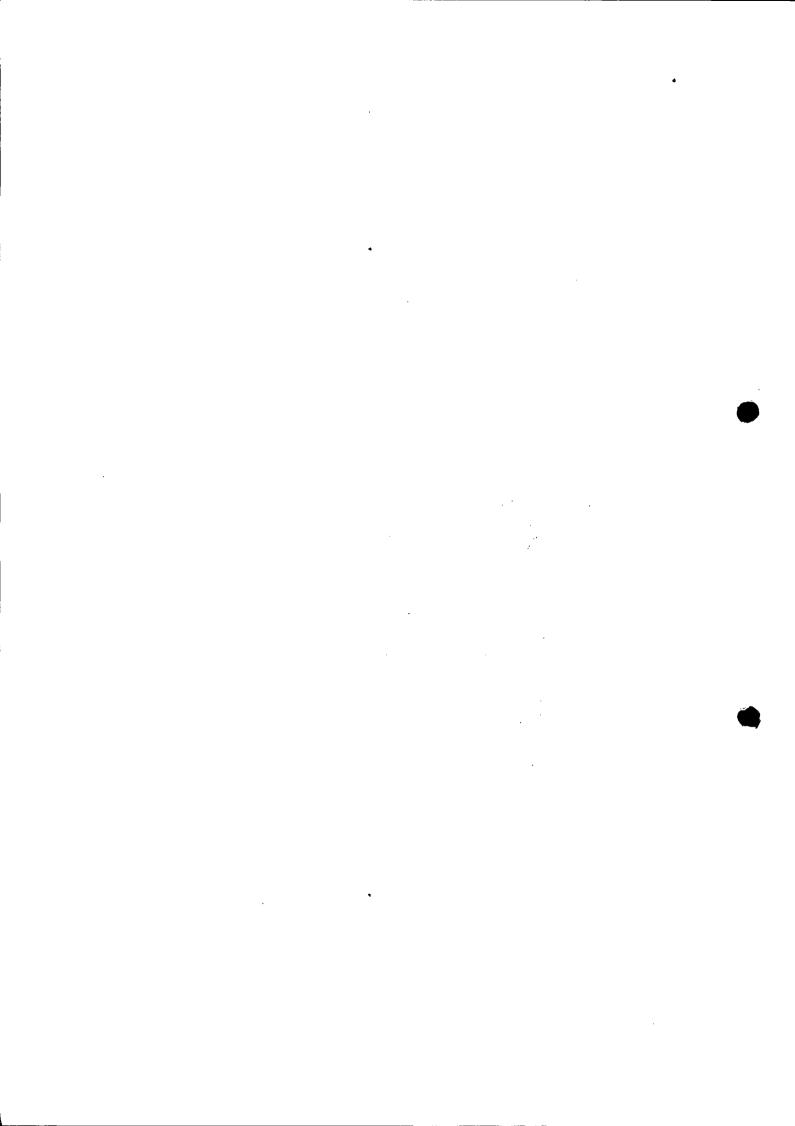
Kindly make the above payment in favour of M/S Shree Ganesh Builders & Developers by Chq/D.D.having current account no. 0456102000012272, in IDBI Bank, Kalyan (W.). IFSC:IBKL0000456

Thanking You,

For Shree Ganesh Builders & Developers

(Authorized Signatory)

Note: Any Pending interest amount will be adjusted first followed by the installment amount.







Kisan Apartment, Near Suresh Cable Network, Rambaug Lane No. 4, Chikanghar, Kalyan (W) 421301.

RECEIPT No.: 095	Date: 18/05 2023
Received From Mr./Nars. NAHDLAL CHHE	DILAL KAMOUTIYA
mrs PUNAM NANDI	AL KANODITITA
The sum of rupees in words THREE LAICH	s ONLY
by Cash/Chec	que/Draft No. 315563
Name of the Bank & Branch CENTRAL BA	
Date 18 05 23 against Shop TO Hice Flat N	16. 1802 170 1 170 1 100 1
Building No	Med
7 2 00 000	TOP-A-T-A-NOIA
() 000,000 [5	For Shree Ganesh Builders & Developers

