



**S.D. DESHPANDE** B.E.(mech) FIE FIV MICA

■ Chartered Engineer ■ Govt. Approved Valuer ■ Competent Person ■ Arbitrator

Mumbai/Thane : 7, Shantaram Smruti, 1st Floor, Joshi Wadi, Station Road, Thakurli (E), Dombivali 421 201 Dist. Thane, M. S. (India)  
Nasik : Flat No.6, Vishwanath Plaza, Near Water Tank, Mahatma Nagar, Nasik 422 007 M. S. (India)  
Pune : 42/6, 'Chatak', Scheme-10, Sector - 21, Yamunanagar, Nigdi, Pune 411 044 M. S. (India)  
Contact : +91 94222 58807 98208 46791 95948 05666 95450 48899 +91 251 2472 666 253 2355 475  
Website : www.sddeshpande.com • Email : sanjaydeshpande63@gmail.com balkrishna.chikhalkar@gmail.com info@sddeshpande.com

कृते बँक ऑफ इंडिया  
For BANK OF INDIA  
BANK OF

TO,  
Chief Manager - Bank of India  
Thane Main Branch, Thane (W)

मुख्य प्रबंधक (ऋण) / Chief Manager (Credit)  
मुख्य प्रबंधक (ऋण) / Thane Br.  
ठाणे शाखा / Thane Br.

**FORMAT "C"**  
**VALUATION REPORT (IN RESPECT OF FLATS)**  
(To be filled in by the Approved Valuer)

Our Ref No. 1319/ SDD/BCK/BOI/THANE/2020-21

Date: 20.11.2020

I.	GENERAL	
1.	Purpose for which the valuation is made	
2.	a) Date of inspection	: 18.11.2020
	b) Date on which the valuation is made	: 20.11.2020
3.	List of documents produced for perusal	
	i) Agreement copy	: Old Valuation Report of M/s. SHREE TECHNICAL CONSULTANTS & VALUERS Associates MR. ABHISHEK MANOHAR RAMGIRI
	ii) Index II Details	: N.A.
	iii) Receipt No.	: N.A.
4.	Name of the owner(s) and his / their address (es) with Phone no. (details of share of each owner in case of joint ownership)	: MR. ABHISHEK MANOHAR RAMGIRI Flat No. C- 402, 4 <sup>th</sup> Floor, Building "AVIGHNA HEIGHTS,, Nandivali Road, Near Sarvoday Park, Dombivali (East), Tal. Kalyan, Dist. Thane.
5.	Brief description of the property	: Flat No. C- 402, 4 <sup>th</sup> Floor, Building "AVIGHNA HEIGHTS,, Nandivali Road, Near Sarvoday Park, Dombivali (East), Tal. Kalyan, Dist. Thane.
6.	Location of property	
	a) Plot No. / Survey No.	: Survey No. 45, Hissa No.4pt.
	b) Door No.	: Flat No. C- 402, 4 <sup>th</sup> Floor
	c) T. S. No. / Village	: Village Nandivali
	d) Ward / Taluka	: Word No.
	e) Mandal / District	: Thane
	f) Date of issue and validity of layout of approved map / plan	: Plan Approved by KDMC
	g) Approved map / plan issuing authority	: KDMC
	h) Whether genuineness or authenticity of approved map / plan	: Yes



		is verified	
	i)	Any other comments by our empanelled valuers on authentic of approved plan	No
7.		Postal address of the property	Flat No. C- 402, 4 <sup>th</sup> Floor, Building "AVIGHNA HEIGHTS,, Nandivali Road, Near Sarvoday Park, Dombivali (East), Tal. Kalyan, Dist. Thane.
8.		City / Town	: Dombivali East
		Residential Area	: Residential Area
		Commercial Area	: NA
		Industrial Area	: NA
9.		Classification of the area	: Middle class
	i)	High / Middle / Poor	: Urban
	ii)	Urban / Semi Urban / Rural	: KDMC
10		Coming under Corporation limit / Village Panchayat / Municipality	: NO
11		Whether covered under any State / Central Govt. enactments (e.g. Urban Land Ceiling Act) or notified under agency area / scheduled area / cantonment area	
12		Boundaries of the property	:
		North	: Open Plot
		South	: Avighna Hights B Wing
		East	: Sunflower Hights
		West	: Avighna Hights B Wing
13		Dimensions of the site	: A B
			: As per the Deed Actual
		North	: Open Plot
		South	: Avighna Hights B Wing
		East	: Sunflower Hights
		West	: Avighna Hights B Wing
14		Extent of the site	: N.A
14.1		Latitude, Longitude & Co-ordinates of flat	: Latitude: 19.209400 N, Longitude: 73.09.3948 E
15		Extent of the site considered for valuation (least of 13 A & 13 B)	: N.A
16		Whether occupied by the owner / tenant? If occupied by tenant, since how long? Rent received per month.	: Owner occupied

<b>II.</b>	<b>APARTMENT BUILDING</b>	
1.	Nature of the Apartment	: Residential
2.	Location	: Village Nandivali
	T.S.No.	: -----
	Block No.	: -----
	Ward No.	: Word No. -
	Village/ Municipality / Corporation	: KDMC
	Door No., Street or Road (Pin Code)	: Flat No. C- 402 Pin Code: 421302
3.	Description of the locality Residential /	: Residential



	Commercial / Mixed	
4.	Year of Construction	: 2017
5.	Number of Floors	: Stilt + 7 <sup>th</sup> upper floors.
6.	Type of Structure	: RCC
7.	Number of Dwelling units in the building	: -----
8.	Quality of Construction	: Good
9.	Appearance of the Building	: Good
10.	Maintenance of the Building	: Good
11.	Facilities Available	: Normal availability
	Lift	: 2 Nos. lift is provided
	Protected Water Supply	: YES
	Underground Sewerage	: YES
	Car Parking - Open/ Covered	: Stilt car parking
	Is Compound wall existing?	: Yes
	Is pavement laid around the Building	: Yes
<b>III</b>	<b>FLAT</b>	
1	The floor on which the flat is situated	: On 4 <sup>th</sup> floor
2	Door No. of the flat	: Flat No. . C- 402
3	Specifications of the flat	: 1 BHK With + WC, Bath
	Roof	: RCC
	Flooring	: Marbonite Tiles
	Doors	: Wooden sun mica laminated door
	Windows	: Aluminum Sliding windows
	Fittings	: Concealed
	Finishing	: Luster Paint inside the flat & Distemper Paint Externally
4	House Tax	: Applicants to furnish
	Assessment No.	: Applicants to furnish
	Tax paid in the name of	: Applicants to furnish
	Tax amount	: Applicants to furnish
5	Electricity Service Connection no.	: Applicants to furnish
	Meter Card is in the name of	: Applicants to furnish
6	How is the maintenance of the flat?	: Good
7	Sale Deed executed in the name of	: MR. ABHISHEK MANOHAR RAMGIRI
8	What is the undivided area of land as per Sale Deed?	: Not provided
9	What is the plinth area of the flat?	: Built up 600 area sq. ft.
10	What is the floor space index (app.)	: Not applicable
11	What is the Carpet Area of the flat?	: Carpet area 500 Sq. ft.
12	Is it Posh/ I class / Medium / Ordinary?	: Medium
13	Is it being used for Residential or Commercial purpose?	: Residential
14	Is it Owner-occupied or let out?	: Owner occupied
15	If rented, what is the monthly rent?	: Yes, Rent is around Rs. 8000.00
<b>IV</b>	<b>MARKETABILITY</b>	
1	How is the marketability?	: Good
2	What are the factors favouring for an extra Potential Value?	: The subject locality is good demanded for Residential and commercial
3	Any negative factors are observed which	: Not observed, at the time of our visit



	affect the market value in general?	:	
<b>V</b>	<b>Rate</b>	:	
1	After analyzing the comparable sale instances, what is the composite rate for a similar flat with same specifications in the adjoining locality? - (Along with details /reference of atleast two latest deals/transactions with respect to adjacent properties in the areas)	:	Total life of Building is taken as 60 year. We have worked out this valuation on the basis of Composite Rate method. Rate considered for subject flat as per Prevailing market rate as per market enquiry.
2	Assuming it is a new construction, what is the adopted basic composite rate of the flat under valuation after comparing with the specifications and othe factors with the flat under comparison (give details).	:	Rs. 6,000/- to Rs. 7,000/- per Sq .ft. On Built up Area Depending Upon Amenities Provided.
3	Break - up for the rate	:	
	i) Building + Services	:	N.A
	ii) Land + Others	:	N.A
4	Guideline rate obtained from the Registrar's office (an evidence thereof to be enclosed)	:	Govt. value for the Flat as per is Rs. 31,77,258/-
<b>VI</b>	<b>COMPOSITE RATE ADOPTED AFTER DEPRECIATION</b>		
a.	Depreciated building rate	:	Composite Rate adopted Rs. 6,300/- per Sq. ft. (on Built up area)
	Replacement cost of flat with Services(v (3)i)	:	NA
	Age of the building	:	As per information 1 years
	Life of the building estimated	:	59 years with proper in Maintenance
	Depreciation percentage assuming the salvage value as 10%	:	NA
	Depreciated Ratio of the building	:	Rs. 6,300/-
b.	Total composite rate arrived for valuation	:	Composite rate Arrived Rs. 6,300 per Sq. ft. (on Built up area)
	Depreciated building rate VI (a)	:	NA, We have given valuation the property on the basis of Composite Rate method.
	Rate for Land & other V (3)ii	:	NA
	Total Composite Rate	:	Rs. 6,300/-

**Details of Valuation:**

Sr. No.	Description	Qty.	Rate per unit Rs.	Estimated Value Rs.
1	Present value of the flat (incl. car parking, if provided)	600	Rs. 6,300/-	Rs. 37,80,000/-
2	Wardrobes			-----
3	Showcases			-----
4	Kitchen Arrangements			-----
5	Superfine Finish			-----
6	Interior Decorations			-----
7	Electricity deposits / electrical fittings, etc.,			-----

8	Extra collapsible gates / grill works etc.,			-----
9	Potential value, if any			-----
10	Others			-----
	<b>Total</b>			Rs. 37,80,000/-

(Valuation: Here, the approved valuer should discuss in details his approach to valuation of property and indicate how the value has been arrived at, supported by necessary calculation. Also, such aspects as impending threat of acquisition by government for road widening / public service purposes, sub merging & applicability of CRZ provisions (Distance from sea-coast / tidal level must be incorporated) and their effect on i) saleability ii) likely rental value in future and iii) any likely income it may generate may be discussed).

Photograph of owner/representative with property in background to be enclosed.

Screen shot of longitude/latitude and co-ordinates of property using GPS/Various Apps/Internet sites

As a result of my appraisal and analysis, it is my considered opinion that the present fair market value of the above property in the prevailing condition with aforesaid specifications is Rs. 37,80,000/- (Rs. Thirty Seven Lakhs Eighty Thousand only). The Realisable value of the above property as of is Rs. 34,02,000/- (Rupees Thirty Four Lakhs Two Thousand only) and the Distress value Rs. 30,24,000/- (Rupees Thirty Lakhs Twenty Four Thousand only).

The undersigned has inspected the property detailed in the Valuation Report dated on 20.11.2020. We are satisfied that the fair and reasonable market value of the property is Rs. 37,80,000/- (Rs. Thirty Seven Lakhs Eighty Thousand only)

Date: 20.11.2020



S. D. DESHPANDE

Wealth Tax Registration No.(N) CCTT/P&M-20/59/06-07

Approved Valuer-FIV-16367, Competent Person-D-036



26/07/2017

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. कल्याण 3

दस्त क्रमांक : 3734/2017

नोंदणी :

Regn:63m

गावाचे नाव : 1) नांदिवली तर्फे पाचानंंद

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	2970000
(3) बाजारभाव (भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	3084000
(4) भू-आपन, पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: कल्याण-डोंबिवली इतर वर्णन ; इतर माहिती: विभाग क्रमांक 36/101 दर रु 55300/- सदनिका नंबर 402 विंग सी चौथा मजला अविघ्न हाइट्स नांदिवली रोड डोंबिवली (पूर्व) क्षेत्रफळ 600 चौ फूट बिल्टअप ( ( Survey Number : 45 ; HISSA NUMBER : 4(P) ; ) )
(5) क्षेत्रफळ	1) 600 चौ.फूट
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/तिहून देणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:- मेसर्स श्री मंगल कंस्ट्रक्शन तर्फे पार्टनर श्री. संतोष आर. यादव वय:-41; पत्ता:- प्लॉट नं: 1, माळा नं: तळ मजला, इमारतीचे नाव: जय भवानी , ब्लॉक नं: डॉ. डी. पी. रोड, रोड नं: राम नगर, डोंबिवली (पूर्व), महाराष्ट्र, ठाणे. पिन कोड:-421201 पॅन नं:- ACMFS6573N
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:- अभीषेक मनोहर रामगिरी वय:-33; पत्ता:- प्लॉट नं: 316, माळा नं: तिसरा मजला, इमारतीचे नाव: अमी धवल, बील्डींग नं. 2, ब्लॉक नं: पी अँड टी कॉलनी, रोड नं: गांधी नगर, डोंबिवली (पूर्व), महाराष्ट्र, ठाणे. पिन कोड:-421201 पॅन नं:- AIDPR0351E
(9) दस्तऐवज करून दिल्याचा दिनांक	26/07/2017
(10) दस्त नोंदणी केल्याचा दिनांक	26/07/2017
(11) अनुक्रमांक, खंड व पृष्ठ	3734/2017
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	185100
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेर	

सह दुय्यम निबंधक वर्ग-२ कल्याण क्र-३



मुद्रांकजासाठी विचारात घेतलेला तपशील :-

मुद्रांक शुल्क आकारताना निवडलेला अनुषंग :-

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



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**CHALLAN**

MTR Form Number - 6

GRN NUMBER	MH003860798201718R	BARCODE	Form ID	Date: 26-07-2017
Department	IGR		Payee Details	
Receipt Type	RE		Dept. ID (If Any)	
Office Name	IGR126-KLN3_KALYAN NO 3 JOINT SUB REGISTRA	Location	PAN No. (If Applicable)	PAN-AIDPR0351E
Year	Period: From : 26/07/2017 To : 31/03/2099		Full Name	Abhisehk Manohar Ramgiri
Object	Amount in Rs.	Flat/Block No, Premises/ Bldg	402 Wing C 4th Floor Avighna Heights Nandival Road	
0030046401-75	185100.00	Road/Street, Area /Locality	Road Dombivli East Thane Maharashtra	
0030063301-70	30000.00	Town/ City/ District	Dombivli East Thane Maharashtra	
	0.00	PIN	4 2 1 2 0 1	
	0.00	Remarks (If Any) :		
	0.00			
	0.00			
	0.00			
	0.00			
	0.00			
	0.00			
Total	215100.00	Amount in words	Rupees Two Lakhs Fifteen Thousand One Hundred Only	
Payment Details: IDBI NetBanking Payment ID : 130764552		FOR USE IN RECEIVING BANK		
Cheque- DD Details:		Bank CIN No : 69103332017072650466		
Cheque- DD No.		Date	26-07-2017	
Name of Bank	IDBI BANK	Bank-Branch		
Name of Branch		Scroll No.		



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## FLAT SALE AGREEMENT

THIS FLAT SALE AGREEMENT is made and entered into a **DOMBIVLI**, Taluka : Kalyan, Dist: Thane, this **26<sup>th</sup>** day of **July, 2017**.

### BETWEEN

**M/s. SHREE MANGAL CONSTRUCTIONS** a registered Partnership firm, registered under the provision of Indian Partnership Act 1930, and having their office at Gr. Flr. 1, Jai Bhavani, Dr. R.P. Road, Ram Nagar, Dombivli (East) 421201. Taluka : Kalyan, Dist. : Thane, through its partner **Shri. SANTOSH R. YADAV** hereinafter for brevity's sake to be referred to as the **"DEVELOPERS"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean & include its present and future partners or their survivor and the heirs, executors, administrator and assignors of such survivor) of the ONE PART.

### AND

**Mr. ABHISEHK MANOHAR RAMGIRI**, Age 33 years, Occupation : Service, PAN NO. : AIDPR0351E, Indian inhabitant, residing at Room No. 316, Third Floor, Ami Dhaval Building No. 2, P & T Colony, Gandhi Nagar, Dombivli (East), Dist. Thane 421 201, hereinafter for brevity's sake to be referred to as the **"PURCHASER"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean & include its present and future partners of their survivor and the heirs, executors, administrator and assignors of such survivor) of the OTHER PART.

WHEREAS the agricultural land admeasuring 2350 sq.mtrs. situated, lying and being at village Nandivli Taluka : Kalyan, Dist. : Thane, now within the limits of Mumbai Metropolitan Region Development Authority / Kalyan Dombivli Municipal Corporation, in the Registrar Dist. Thane & Sub-Dist. Kalyan bearing Survey No. 45 Hissa No. 4/B, & more particularly described in the first schedule written hereunder (hereinafter for brevity's sake to be referred to as the "Said property").

AND WHEREAS "said property" was owned by Shri. Govind Ramchandra Samant and others Shri. Krishna Ragho Bhoir was cultivating his land on and before 1954 hence Shri. Krishna Ragho Bhoir was declared as protected tenant through Bombay Tenancy and Agril. Lands Act 1948.

AND WHEREAS in the court of Additional Mamledar Kalyan fixed the amount of Rs. 271/- for the "said property" through 32 G order. Shri Krishna Ragho Bhoir obtained 32 M certificate no. 4 on dated 11/01/1984 by paying Rs. 271/- (revenue record ferfhar no. 695 was sanctioned.)

AND WHEREAS Shri Krishna Ragho Bhoir was sadly dismissed on dated 21/01/1991 leaving behind his legal hires 1) Shrimati Tulsaba Krishna Bhoir (wife), 2) Shri. Vasant Krishna Bhoir (son), 3) Shri. Mohan Krishna Bhoir (son), 4) Shrimati Gunabai Laxman Madhavi (Daughter), 5) Shrimati Sitabai Manu Komaskar (Daughter), 6) Shrimati Barkubai Sitaram Madhvi (Daughter) & 8) Shrimati Shakuntala Shantaram Madhvi (Daughter) & 8) Shrimati Gunabai Krishna Bhoir (Daughter). (revenue record ferfhar no. 906 was sanctioned.)





दस्तावेज क्र. 3038/2099  
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AND WHEREAS Shrimati Tulsabai Krishna Bhoir & others where cultivating the "said property". But for the benefit and welfare of the family they decided to sale the "said property" Shri. Shailesh Kantilal Deora was developing properties in nearby areas. Both parties have mutually decided the amount of Rs. 8,53,050/- (Eight Lakhs Fifty Three Thousand & Fifty Only) for the "said property" Shri Shailesh Kantilal Deora have paid the full amount on dated 10/02/1995. Shrimati Tulsabai Krishna Bhoir & other have handed over the possession of the "said property".

AND WHEREAS the "said property" was not a surplus land hence Shrimati Tulasabai Krishna Bhoir & other have submitted the declaration under the Urban Land (Ceiling and Regulation) Act 1976 Section 6(1) to dy. Collector & Competent Authority Ulhasnagar Urban Agglomeration Thane on dated 14/09/1976 as well as resubmitted on dated 12/07/1996.

AND WHEREAS Shri Subhash Dumbre Dy. Collector & Competent Authority Ulhasnagar Urban Agglomeration Thane have passed a order the Urban Land (Ceiling Regulation) Act 1976 Section 8(4) on dated 05/10/1996 having no. ULC/ULN/6(1)SR-56 & 74/NANDIVLI.

AND WHEREAS this land was purchased 32 G (Bombay Tenancy and Agril Act 1948 read with rule 25-A(I) of the Bombay Tenacy and Agril, Lands Rules, 1958 ) the landlords desired to convert the agricultural land into nonagricultural land. Office of the Sub Divisional Officer, Thane Division, Thane Sanctioned (under Section 43) to the "said property" by order no. TD / VP / SR/ 325/ 97 on dated 60/12/2000. (revenue record ferfhar no. 7220 was sanctioned.)

AND WHEREAS the past agreement on dated 10/02/1995 between Shrimati Tulsabai Krishna Bhoir & other and Shri. Shri Shailesh Kantilal Deora was not registered as well as hsri Vasant Krishna Bhoir was sadly dismissed on dated 14/02/2007 and names of his legal hires where effected on 7/12 extract. After long discussions both the parties redesided the full & final price of "said property" of Rs. 24,53,050/- (Twenty four Lakh Fifty Three Thousand Fifty only).

AND WHEREAS Shri Shailesh Kantilal Deora has paid balanced 16,00,000/- (Sixteen Lakhs Only) and executed sale Deed, registered at Sub - Registrar, Kalyan - 4 24<sup>th</sup> December 2010, with registered document No. Kalyan 4-7645-2010.

AND WHEREAS Shri Shailesh Kantilal Deora has submitted the fhefhar no. 1526 on dated 12/09/2013 for taking effect on 7/12 extract on his name. But Shri Mohan Krishna Bhoir has raised a objection in front of Circle. Further in the court of Abhijit Deshmukh, Residential Tahsildar sanctioned the fhefhar no. 1526 through his order 149/2016 dated 21/03/2014 as complenent Shri Mohan Krishna Bhoir has withdrawled his objection.

AND WHEREAS in between Mumbai Metroplitan Region Development Authority sanctioned the fhefhar no. 1526 through his order 149/2014 dated 21/03/2014 as complenent Shri Mohan Krishna Bhoir has withdrawled his objection.

AND WHEREAS in between Mumbai Metroplitan Region Development Authority has sanctioned the building plan & issued a commencement certificate no. 12/33/13, on dated 12/03/2013 through Panchanand - 12/33/13, on dated 12/03/2013



*[Handwritten Signature]*

Flat Purchaser

कलन-३	
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AND WHEREAS Collector office Thane, has sanctioned NA order no. Mahasul/K-1/T.K.7/NAP/Nandivali tarfe Panchanand/SR-78/2013 on dated 24/10/2013.

AND WHEREAS for the benefit and welfare of the family. Shri Shailesh Kantilal Deora Made a sell Deed in favor of Mr. Madhukar Krishna Mhatre for the price and upon the terms and conditions more particularly set out in the said Agreement for Sell dated 18.05.2016 which is registered with Sub-Registrar of Assurances Kalyan -4 under Sr. No. KLN4-04377-2016 dated 18.05.2016 the aforesaid property is more particularly described in the Second Schedule written hereunder & hereinafter for brevity sake to be referred to the "said property".

AND WHEREAS Shri Madhukar Krishna Mhatre entered in to a Development Agreement with M/s. Shree Mangal Constructions through it's partner Shri Rahul Kautik Narkhede, upon the terms and conditions more particularly set out in the said Agreement dated 16.07.2016 which is registered with Sub-Registrar of Assurances Kalyan-4 under Sr. No. KLN4-06014-20165 dated 16.07.2016 the aforesaid property is more particularly described in the Second Schedule written hereunder & hereinafter for brevity sake to be referred to as the "said property".

AND WHEREAS Pursuant to the said Development Agreement 16.07.2016 the Shri Madhukar Krishna Mhatre has also executed an irrevocable power of Attorney registered with Sub-Registrar of Assurances Kalyan- 4 under Sr. No. 06015 dated 16.07.2016 in favor of M/s. Shree Mangal Constructions through it's partner Shri Rahul Kautik Narkhede herein to enable them to develop and sell th said property,

AND WHEREAS The Promoter/Developer have started selling flats/units/parking etc. in the said proposed building to the intending Purchaser/s by entering into separate agreements for Sale on what is known as "Ownership Basis" in the form of these presents under the provisions of Maharashtra Ownership Flats Act XIV 1963 and the rules made there under (hereinafter for brevity's sake to be referred to as "the said Act and the said Rules").

AND WHEREAS The purchaser has also prior to execution of these presents taken inspection of the title Deeds/Documents pertaining to the said property as recited hereinabove, the orders passed by the Revenue Authorities, from time to the time and all other relevant documents and Revenue Record as required to establish the nature of title of the Owners to the said property to be developed by the Promoter/Developer as per the plans and specifications sanctioned by the Mumbai Metropolitan Region Development Authority and a copy of the floor plans/Location plans specifications of the flat agreed to be purchased by the flat purchasers and as approved by the Mumbai Metropolitan Region Development Authority pursuant to the hereinabove order have been annexure hereto and marked as Annexure "A" "B" and "C".

AND WHEREAS The Purchaser/s has/have been fully satisfied with the title of the Owners and the authority of the Developers/Promoters herein to develop the said property and to sell, transfer and/or dispose of the flats/premises/garages or the other tenements in the building to be constructed on the said property on ownership basis and the Purchaser/s has/have agreed not to make any requisitions and/or call for further documents on the title and authority of the Promoter/Developer herein and that the Purchasers accept the title certificate issued by Advocate Sanjay B. More as final and conclusive, a copy whereof is annexed hereto and marked as Annexure "D".



दस्ता क्र. 3038	2019
8	84

AND WHEREAS The Promoter/Developers have supplied to the Purchasers such of the information and documents mentioned under section 3 of the said Act and Rules 3 & 4 of the said Rules as demanded by the Purchaser/s.

AND WHEREAS The flat Purchaser/s has/have herein applied to the Promoter/Developer for the allotment of a flat No. **402** wing '**C**' on **Forth** floor in the building known as "**AVIGHNA HEIGHTS**" which will have Built-up area of **600** sq.ft being erected on the said property more particularly described in the schedule hereunder written.

AND WHEREAS The Purchaser/s herein are desirous of entering into an Agreement in writing as provided under Maharashtra Ownership Flats Act, XIV 1963 and the rules made there under and under the provisions of Maharashtra Co-op. Societies Act, 1960 (Maharashtra Act No. XXIV if 1960) and as such the Promoter/Developer agreed to enter into a contract in respect of the sale of the flat/Car Parking space as stated hereinabove in the said building to be constructed on the said property described in the schedule hereunder written on what is known as "OWNERSHIP BASIS".

AND WHEREAS The Purchaser/s has agreed to acquire a flat bearing No. **402** on **Forth** floor in '**C**' wing in the building known as "**AVIGHNA HEIGHTS**" proposed to be constructed by the Developer/Promoters on the said property, upon and subject to the terms and conditions hereinafter appearing..

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

- 1) The Promoter/Developer shall under normal condition construct the building to be known as "**AVIGHNA HEIGHTS**" agreed to constructed on the said property, more particularly described in the schedule hereunder written in accordance with plan sanctioned by the Mumbai Metropolitan Region Development Authority or any other local body or Authorities concerned.
- 2) The Promoter/Developer hereby agree to sell to the Purchaser/s and the Purchaser/s and the Purchaser/s agree to purchase on the Promoter/Developer on what is known as "OWNERSHIP BASIS" a flat No. **402** admeasuring **600** sq.ft. Built-up on **Forth** floor in '**C**' wing in the Building to be known as "**AVIGHNA HEIGHTS**" shown on the plan hereto annexed and marked as Annexure 'A' (hereinafter referred to as the said premises) with amenities and specifications as per the list hereto annexed being Annexure 'B' at or for the price of **Rs. 29,70,000/- (Rupees Twenty Nine Lakhs Seventy Thousand Only)**.

3) The Purchaser/s hereby agrees to pay the Promoter Developers the referred purchase price in the following manner.



*[Signature]*  
 Flat Purchaser

- a) 20% Of the total amount of consideration to be paid upto the work of which is completed.
- b) 07% Of the total of consideration upon casting of 1<sup>st</sup> slab.
- c) 07% Of the total of consideration upon casting of 2<sup>nd</sup> slab.
- d) 07% Of the total of consideration upon casting of 3<sup>rd</sup> slab.
- e) 07% Of the total of consideration upon casting of 4<sup>th</sup> slab.
- f) 07% Of the total of consideration upon casting of 5<sup>th</sup> slab.

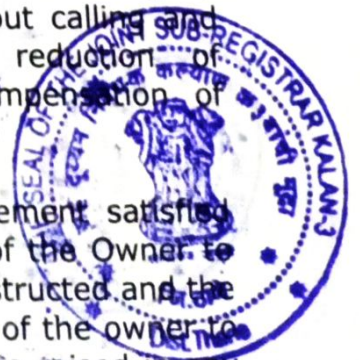
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- g) 07% Of the total of consideration upon casting of 6<sup>th</sup> slab.
- h) 07% Of the total of consideration upon casting of 7<sup>th</sup> slab.
- i) 07% Of the total of consideration upon casting of 8<sup>th</sup> slab.
- i) 05% Of the total of consideration upon the work of Brick Masonry is completed.
- j) 05% Of the total of consideration upon the work of outside Plaster is completed.
- k) 05% Of the total of consideration upon the work of inside plaster is completed.
- l) 05% Of the total of consideration upon the work of flooring is completed.
- m) 04% Of the total of consideration, and/or balance amount of the consideration, to be paid to the Developer/ Promoters at the time of handing over the possession of the said flat.

100%

- 4) Whether the Developer sales, lets disposes of any part of portion of the said areas and facilities to any person or parties, and the Purchaser/s hereby agrees and shall always deem to have agreed to accept and recognize the developers right, to do so, without any claim, dispute or objection of whatsoever nature of and from the Purchaser/s.
- 5) The Purchaser shall on or before delivery of possession of the said premises keep with the Promoters/Developers a deposit of or pay the requisite amounts to the Developers as and when required to incurred for society formation of Electric Meter and deposit proportionate development charges and property taxes, meter connections as well as fees for enclose of Balconies if any etc. and various deposits payable to the various authorities for the items set out in this Agreement.
- 6) The Developer/Promoter has at present got sanctioned a Building plan for a single building having stilt + 7 Upper floors. The Developer/Promoter is desirous to consume floating FSI in the form of TDR of outside properties on the said property and in doing so the Owner/Promoter shall have to consume the said FSI on the said building only. In view thereof as per the D.C. Rules if the additional FSI in the form of TDR becomes available at 100% or more then in that event the Developer/Promoter may have to construct more floors upon the building to be erected on the said property by amending the present sanctioned Building plan. The Developer/Promoter keeping in view the future additional construction of floor has erected the Plinth and Columns of the floors/Wings of such a capacity to sustain the entire load of additional storey as par the advice of the structural Engineer Shri Sandeep Kudalkar Consultant. In view thereof the flat Purchaser hereby gives his/her/their unconditional consent for consumption of the additional FSI on the said building by erecting additional floors on the said building and without calling and without calling upon the Developer/Promoter for reduction of consideration amount or granting of some other compensation of whatsoever nature on that count.
- 7) The Purchaser has prior to the execution of this Agreement satisfied himself/herself/them self independently about the title of the Owner to the said property on which the said building is being constructed and the purchaser/s shall not be entitled to investing to the title of the owner to the said property and no requisition or objection shall be raised in any



कलन-३	
क्र. 3638	2026
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manner whatsoever relating thereto 'A' certificate of the being Annexure 'D' hereto issued by Advocate Shri Sanjay B. More, Advocates it accepted by the purchaser/s and the same is binding upon the Purchaser/s.

- 8) The flat Purchasers agree/s to pay to the Promoters/Developer the interest at the rate of 24% p.a. on all the amounts which becomes due and payable by the flat Purchaser/s to the Promoters/Developers under the terms of this Agreement from the date on which the said amount becomes payable by the flat/unit Purchaser to the Promoter/Developers.
- 9) The said building shall always be known as **"AVIGHNA HEIGHTS"** and the name of the Co-op Housing Society of all the flat Purchasers in the said building shall bear the first name as "Avighna Heights".
- 10) Notwithstanding anything stated anywhere in this Agreement the flat agreed to be acquired by the Purchaser/s herein shall be provided with the amenities and/or specifications which are set out in the Annexure 'B' hereunder written and that the Developers/Promoters shall have right without any reference to the Purchaser/s to vary or modify such amenities or specification and the Purchaser/s shall not raise any objection in respect thereof.

- 11) In the event of failure to pay any amount due under this Agreement by the Purchaser/s to the Developer/Promoters on its respective due dates and after lapse of an opportunity given by the Developer/Promoters this Agreement shall come to an end and thereupon 20% of the Purchase Price shall stand forfeited and the Purchaser/s shall has/have no claim against the Developer/Promoters in respect of the said flat or the said amount of 20% upon such termination. The Developer/Promoters shall not be liable to pay to the flat Purchaser/s any interest on the amount so refunded and upon termination of this Agreement and refund of the aforesaid amount the Purchaser shall not have any right on such a flat/unit and the Promoters/Builders shall be at liberty to dispose off and sell the flat to such person and at such price as the Promoter/Developers may in their absolute-discretion think fit and proper and for the same purchasers/s shall not make or take any objection, contention, claim or any proceedings in that behalf. Such termination can be effected only after written notice of 15 days to the Purchaser/s pointing out lapses on the part of the purchaser/ However the Developer/Promoter shall have an option at their sole and absolute discretion to treat this Agreement as alive and subsisting or not if "payment of unpaid amounts and interest thereon as stated hereof is paid at once. In respect of all payments to be made by the Purchaser/s to the Developer/Promoters shall not be bound, to make any demand requiring the Purchasers to make payment of the amount due to or to be due under this Agreement and the absence of demand shall not be put forward by the Purchaser/s as an excuse for non-payment of any amount or amount on the respective due dates.

Purchaser admits having taken inspection of all the documents required to be given by the Developer/Promoter under the provisions of the Maharashtra Ownership Flat Act and hereby agree/s and confirm that the Developer/Promoters shall have irrevocable rights for the proposed but herein and the Developer/Promoter shall be entitled to exercise the same as if the Purchaser/s has given prior written consent to the Developer/Promoter as required under the said Act and with a view to remove any doubts the Purchaser/s hereby confer upon the



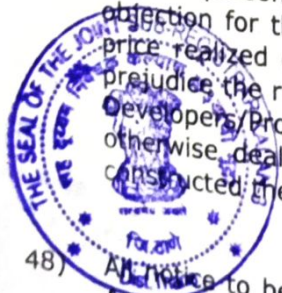
*[Signature]*

Flat Purchaser

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The Purchaser/s shall deposit with the Promoters/Developers within 7 days from the date of demand made in that behalf the proportionate amount of stamp duty, registration charges if any, that would be needed for execution of Deed of Conveyance and all other documents in favour of Co-operative Housing society, as mentioned herein, it is agreed that unless and until the Purchaser/s of various flats/shops/garages/godown in the said building pay the proportionate amount of the stamp duty and registration charges, if any Developers/Promoters shall not be obliged to execute or causer to be executed the final Deed of Conveyance and all other documents in favor of the said Co-operative Housing Society as mentioned herein.

- 46) All the documents for admitting the flat Purchaser as the bonafide member of the said Society, the Conveyance of the said property all other documents required to be executed shall be prepared by the Advocates of the Developers/Promoters. The Developers/Promoters as also all out of the pocket expenses including stamp duty, registration, Charges as also the costs, charges and expenses for admitting the flat purchasers as the members of the said Co-operative Society shall be borne and paid by all the parties and persons including the Purchaser/s who has/have agreed to take, acquire the premises in the said building proportionately and/or by the society. The Developers may in the first instance pay the aforesaid costs, charges and expenses out of the amount already deposited/to be deposited by the Purchaser/s in terms of clause 4 above and in the event of such cost, charges and expenses being excess of the deposit so received by the Developers Promoters the flat Purchaser's in that behalf pay the proportionate excess. The Purchaser/s shall also pay the deposit to be made with the M.S.E.D. Co. for the electric meter to be installed in the premises.
- 47) As soon as the building is notified by the Developers/Promoters as complete and ready for use and occupation each of the holder of Flats/shop/garages/car parking spaces including the Purchaser/s herein shall pay the entire respective arrears of Purchaser price or otherwise payable by her/him/them in respect of his/her/their tenements within 7 days of the receipt of such notice (time is of the essence of the contract) in this regard received individually or put at some prominence at once in the said building. If any of the flat/garages/car parking space holder fails to pay the arrears as aforesaid the Developers/Promoters shall be entitled to forthwith terminate this presents & to forfeit all such moneys paid by the Purchaser to the Developers till then. On such termination the Purchaser/s right under this Agreement and to the said flat shall stand forfeited and the Developers/Promoters shall be entitled to sell the flat to such person on such terms and conditions and he/she shall have no objection for the same nor shall he/she have any claim whatsoever to price realized on such sale, provided it does not in any way affect or prejudice the right of the flat holder in respect of the said premises. The Developers/Promoters shall be at liberty to sell assign, transfer or otherwise deal with the right, title and interest in the building to be constructed thereon.
- 48) All notices to be served on the flat Purchaser/s as contemplated by this Agreement shall be demand to have been duly served to the flat Purchaser, by Registered post A.D./Under Certificate of Positing at his/Tier address specified below: **Mr. ABHISEHK MANOHAR RAMGIRI residing**



*[Signature]*  
Flat Purchaser

*[Signature]*

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at Room No. 316, Third Floor, Ami Dhaval Building No. 2, P & T Colony, Gandhi Nagar, Dombivli (East), Dist. Thane 421 201

- 49) The terrace of the said building including the parapet wall shall be for a period of five years from the date of Conveyance in favour of the society will be the property of the Developers/Promoters. The Agreement with the Purchaser/s and all other Purchaser/s of flats/garages/car parking spaces in the said building shall be subject to aforesaid rights of the Developers/Promoters who shall be entitled to use the said terrace including the parapet, wall for any purpose including the display of advertisements and sign-boards and/or hoarding for advertisements and the Purchaser/s or the said society shall not be entitled to raise any objection or to any adjustment in the price of tenement agreed to be acquired by him/her/them and/or any compensation or damages on the ground of inconvenience or any other ground whatsoever. Beside this the developers shall sale & or dispose of the parking spaces & stilt portion either to flat / shop purchaser of the any independence purchaser who can be admitted as a member in the proposed society. The conveyance in the favor of the society shall be subject to covenants showing aforesaid right to the Development / Promoters.

**THE FIRST SCHEDULE OF THE PROPERTY ABOVE REFERRED TO :**

All that piece parcel of the land admeasuring 2350 sq.mtrs. situate, lying at Village Nandivali, Taluka : Kalyan, Dist. Thane within the limits of Mumbai Metropolitan Region Development Authority and and in Jurisdiction of Sub-Registrar of Assurances Kalyan bearing Survey No. 45, H.No. 4(b) :

ON OR TOWARDS EAST	: Boundary of Survey No. 73
ON OR TOWARDS WEST	: Property of Mr. Savlya Panglya Mhatre
ON OR TOWARDS SOUTH	: Property of Mr. Laxman Gangaram Mhatre
ON OR TOWARDS NORTH	: Boundary of Survey No. 14



कलन-३	
दस्ता क्र. ३७९४	२०१७
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IN WITNESS WHEREOF THE PARTIES HERETO HEREUNTO SET AND  
 SUBSCRIBED THEIR RESPECTIVE HANDS THE DAY AND THE YEAR FIRST  
 HEREINABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED BY  
 The withinnamed 'BUILDER'  
**M/S. SHREE MANGAL CONSTRUCTIONS**  
 through its Partner  
**MR. SANTOSH R. YADAV**



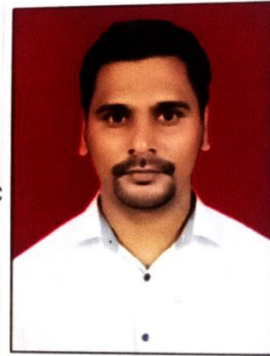
*Santosh Yadav*



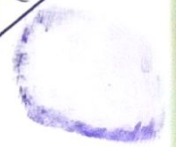
In the presence of K. Narasimha

1. K. Narasimha

SIGNED, SEALED AND DELIVERED BY  
 The withinnamed 'FLAT PURCHASERS'  
**Mr. ABHISEHK MANOHAR RAMGIRI**



*Abhisehk*



In the presence of Heena

2. Heena Rangiri





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मुंबई महानगर प्रदेश विकास प्राधिकरण  
MUMBAI METROPOLITAN REGION  
DEVELOPMENT AUTHORITY

No. SROT/27 Villages/2401/BP/Nandivli through Panchanand- 12/3313 Date: 08 JUN 2013

COMMENCEMENT CERTIFICATE

Permission is hereby granted, under Section 45 of the Maharashtra Regional & Town Planning Act, 1966 (Maharashtra Act No. XXXVII of 1966) to the applicant Shri Shailesh Kantilal Deora, (P.O.A.H.), D - 3, 506, Vasupujya, Sarvodaya Nagar, Mulund (west) Mumbai for the proposed development of Residential building up to plinth level, stilt + 7 floor only on land bearing S. No. 45 H. No. 4Pt. of village Nandivali tarfe Panchanand, Taluka Kalyan, Dist - Thane admeasuring 2350.00 sq.m. as depicted on Drawing Sheet on the following conditions:

Viz.

1. This permission/Commencement Certificate shall not entitle the applicant to build on land which is not in his ownership in any way;
2. This Certificate is liable to be revoked by the Metropolitan Commissioner, MMRDA if -
  - (a) The development works in respect of which permission is granted under this certificate is not carried out or the user thereof is not in accordance with the sanction plans;
  - (b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Metropolitan Commissioner, MMRDA is contravened or is not complied with;
  - (c) The Metropolitan Commissioner, MMRDA is satisfied that the same is obtained through fraud or misrepresentation and in such an event the applicant and every person deriving title through or under him shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional & Town Planning Act, 1966;
3. This Commencement Certificate is valid for a period of one year or plinth completion (whichever ever is earlier) from the date hereof and will have to be renewed (in case construction work not started)
4. This Commencement Certificate is renewable every year but such extended period shall in no case exceed three years, after which it shall lapse provided further that if construction is not completed upto plinth level or where there is no plinth, upto upper level of basement or stilt, as the case may be, on the subject land within the period of one year from the date of issuance of CC or in year for which renewal as per section 48 of MR & TP Act 1966 is taken, it shall be necessary for the applicant to make application for fresh permission;
5. The conditions of this certificate shall be binding not only on the applicant but also his/her heirs, successors, executors, administrators and assignees and every person deriving title through or under him;
6. Any development carried out in contravention of the Commencement Certificate is liable to be treated as unauthorised and may be proceeded against under section 53 or, as the case may be, section 54 of the M.R. & T.P. Act 1966. The applicant and/or his agents in such cases may be proceeded against under section 52 of the said Act. To carry out an unauthorised development is treated as a cognizable offence and is punishable with imprisonment apart from fine;
7. As soon as the development permission for new construction is obtained the owner

Ar. Sachin M. Wagh (B. Arch)  
COA License No. CA/2006/36948

वादि-कुर्ला संकुल, वादि (पूर्व), मुंबई-४०० ०५९. कार्यालय : २६५९९२३४ इपीएबीएक्स : २६५९९०००९, ६०००.  
फोनस : २६५९ ९९९२ / २६५९९२६४ वेबसाइट : <http://www.mmrdaumbai.org>



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दस्ता क्र. 3638	२०१७
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- f) Area under building project, F.S.I. consumed;
- g) U.L.C. Clearance Certificate;
- h) Address where copies of detailed approved plans shall be available for inspection;
8. A notice in the form of advertisement giving all the details mentioned in 6 above shall also be published in two widely circulated newspapers one of which should be in Marathi language;
9. The applicant will not take up any development activity on the aforesaid property till the court matter pending, if any, in any court of law, relating to this property is settled;
10. The provision in the proposal which are not conforming to applicable Development Control Regulations and other Acts are deemed to be not approved;
11. Actual on site demarcation of the plot under reference is to be done through TILR by the applicant and submit the measurement plan clearly showing the boundary of area of the plot under possession prior to commencement of the construction on site;
12. The applicant shall obtain permission under the provision of other applicable statutes, wherever necessary, prior to commencement of the construction on site;
13. The applicant shall provide, at his own cost, the infra structural facilities within the plot stipulated by Planning Authority (Internal access, arrangements of drinking water, arrangements for conveyance, disposal of sullage and sewage, arrangements of collection and disposal of solid waste, Rain Water Harvesting, reuse and recycling of west water) before applying for Occupancy Certificate. Occupancy Certificate shall not be granted unless all these arrangements are found to MMRDA's satisfaction.
14. No development shall be taken up unless the N.A. permission is obtain from the collector under the provision of M.L.R. Code, 1966.
15. The applicant shall permit the use of the internal access roads to provide access to adjoining land;
16. No new building or part thereof shall be occupied or used or permitted to be used by any person until Occupancy Certificate has been granted by MMRDA;
17. Open space in the layout shall be kept permanently open;
18. The Security Deposit shall be forfeited in case of non compliance/breach of any conditions of Regulations/Commencement Certificate or any other directions issued by MMRDA. The Security Deposit would be refunded without any interest only after satisfactory compliance to the various conditions stipulated in the development permission are made by the applicant;
19. The applicant shall pay the Labour Cess to Competent Authority as per Govt. Resolution No. बीसीए २००९/प्र. क्र. १०८/कामगार ७-अ dt. 17/06/2010.

(S.V.R. SRINIVAS, I.A.S.)  
ADDL. METROPOLITAN COMMISSIONER  
M. M. R. D.

To,

1. Shri Shailesh Kantilal Deora, (P.O.A.H.),  
D - 3, 506, Vasupujya, Sarvodaya Nagar,  
Mulund (west)
2. Shri Sachin M Wagh (Architect),  
M/s. Architects - Architectural Services,  
107/B-Wing Building No. 168  
Tilak Nagar Chembur Mumbai - 400 089

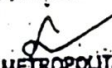




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COA License No. CA/2005/3594



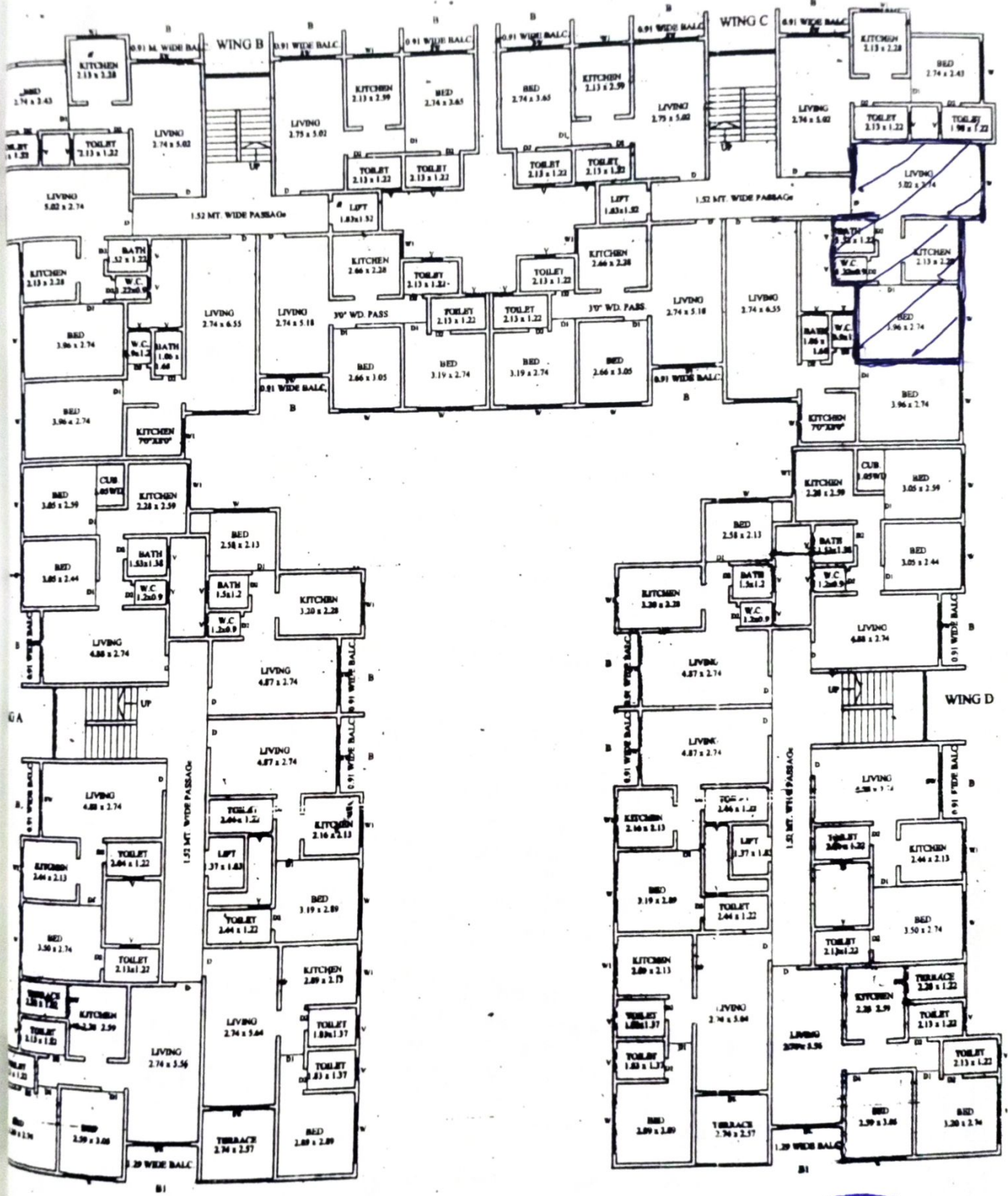
Copy forwarded to:  
Collector office, Thane  
as required u/s 45 of MR & TP Act 1966

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<b>DATE &amp; STAMP OF APPROVAL</b>
PLANS APPROVED AND COMMENCEMENT: CERTIFICATE AND LETTER BEARING NO. <u>SROT/27 Villages/2401/Nandivli-Panchanand-12/33/</u> DATE <u>24/10/2013</u> ISSUED SUBJECT TO THE CONDITIONS MENTIONED THEREIN.
<div style="text-align: center;">   <b>ADDITIONAL METROPOLITAN COMMISSIONER</b>  <b>M.M.R.D.A</b> </div> <div style="text-align: center;">  </div>
<b>PROFORMA - I</b>
<b>DESCRIPTION OF PROPOSAL &amp; PROPERTY</b>
 <b>For DESIGN MARY &amp; ASSOCIATES</b> <b>CHARTERED ENGINEERS</b>



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1ST, 2ND, 3RD, 4TH, 5TH, 6TH & 7TH FLOOR PLAN

BLDG A, B, C, D  
SCALE 1:100

*A. B. B.*

*Sanku Sh...*



6/10/11

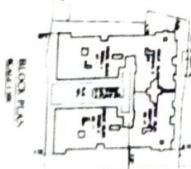
said building  
 any finance from any other  
 no objection to your giving a loan to the above buyer  
 liability for repayment, notwithstanding anything to the contrary  
 and when

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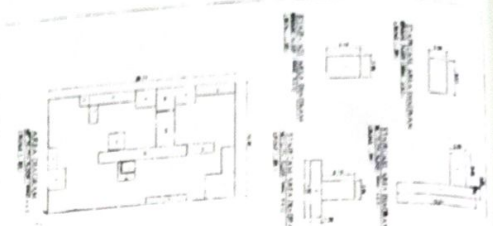
GROUND FLOOR PLAN



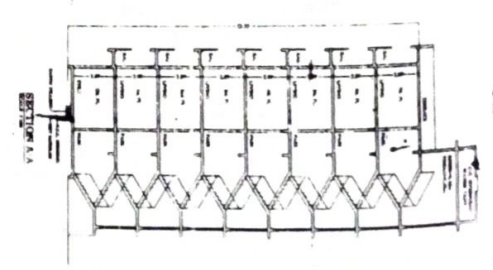
1ST, 2ND, 3RD, 4TH, 5TH, 6TH, 7TH FLOOR PLAN



NO.	DESCRIPTION	AREA	REMARKS
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NO.	DESCRIPTION	AREA	REMARKS
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दस्त क्रमांक:3734/2017

दस्त क्रमांक :कलन3/3734/2017

दस्ताचा प्रकार :-करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:मेसर्स श्री मंगल कंस्ट्रक्शन तर्फे पार्टनर श्री. संतोष आर. यादव पत्ता:प्लॉट नं: 1, माळा नं: तळ मजला, इमारतीचे नाव: जय भवानी , ब्लॉक नं: डॉ. डी. पी. रोड, रोड नं: राम नगर, डोंबिवली (पूर्व), महाराष्ट्र, ठाणे. पॅन नंबर:ACMFS6573N	लिहून देणार वय :-41 स्वाक्षरी:- <i>Santosh Yadav</i>		
2	नाव:अभिषेक मनोहर रामगिरी पत्ता:प्लॉट नं: 316, माळा नं: तिसरा मजला, इमारतीचे नाव: अमी धवल, बील्डींग नं. 2, ब्लॉक नं: पी अँड टी कॉलनी, रोड नं: गांधी नगर, डोंबिवली (पूर्व), महाराष्ट्र, ठाणे. पॅन नंबर:AIDPR0351E	लिहून घेणार वय :-33 स्वाक्षरी:- <i>Ashik</i>		

वरील दस्तऐवज करून देणार तथाकथित करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.  
शिकका क्र.3 ची वेळ:26 / 07 / 2017 03 : 16 : 30 PM

ओळख:-

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

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव:हीना अभिषेक रामगिरी - - वय:32 पत्ता:अमी धवल बिल्डींग नं.2 पी अँड टी कॉलनी डोंबिवली पूर्व पिन कोड:421201		
2	नाव:नरसम्मा जी. कोक् वय:56 पत्ता:1, गुलखान चाळ, पारसी वाडी, घाटकोपर प पिन कोड:400086		

शिकका क्र.4 ची वेळ:26 / 07 / 2017 03 : 17 : 33 PM

शिकका क्र.5 ची वेळ:26 / 07 / 2017 03 : 17 : 55 PM

नोंदणी पुस्तक 1 मध्ये

प्रमाणित करण्यात येते की सदर दस्त क्र.3038 मध्ये 84 पाने आहेत पुस्तक क्रमांक 9 वर नांदला दिनांक 28/07/2017

Joint Sub Registrar Kalyan 3

EPayment Details.

Sr. Epayment Number  
1 MH003860798201718



Defacement Number  
0002149945201718

सह.दुय्यम निबंधक वर्ग-2 कल्याण-3

1. Verify Scanned Document for correctness through the link  
2. Get print

3734 /2017

# M/S SHREE MANGAL CONSTRUCTIONS

Office Add : Gurukrupa building, B-01, Beside Sarvoday park, Nandivli Near Swami Samartha Math, Dombivli [E].

To,  
The Manger,  
Bank of India  
Thane Branch

Date:-09-10-2017

Sub. :- Permission to mortgage

Dear Sir,

This is to confirm that we have sold Flat No.402 , 4<sup>th</sup> floor C-wing, Avighna Heights, Behind Sarvodaya park, Nandivali Road, Dombivli East, Thane-421204 to Mr.Abhisehk M. Ramgiri for a total consideration of rupees Twenty Nine Lacs Seventy Thousand rupees only (29,70,000/-)under an agreement dated 26-07-2017

We confirm that we have obtained necessary permission/Approvals/Sanctions for of the said building from all the concerned competent authorities and the construction of the building as well as of the flat in accordance with the approved plans.

We assure you that the said flat as well as the said building and the land appurtenant thereto are to not subject to any encumbrance, charge or liability of any kind whatsoever and that the entire property is free and marketable. We have a clear legal and marketable title to the said property and every part thereof.

We confirm that we have not raised any finance from any source whatsoever for the construction of the said building. We also confirm that to the best of our knowledge Mr.Abhisehk M. Ramgiri has not raised any finance from any other source to buy the said flat.

We have no objection to your giving a loan to the above buyers and their mortgaging the said flat with you by way of security for repayment, notwithstanding anything to the contrary contained in the said agreement.

We also undertake to inform and give proper notice to the cooperative housing society as and when formed, about the flat being so mortgaged. However if instead of co-operative housing society a condominium or an association of apartment owners is formed and deeds of apartment are executed in favour of apartment owners we undertake to inform that the bank immediately about the formation of such condominium and/or association of apartment owners and execution of deeds of apartments.

Thanking You,  
Your's Faithfully

**SHREE MANGAL CONSTRUCTIONS**

  
( For Shree Mangal Construction )  
**Authorised Signature**

# TITLE REPORT

Intended Borrowers

Mr. Abhisehk Manohar Ramgiri

बैंक ऑफ इंडिया  
POT BANK OF INDIA

Property

All that piece and parcel of Flat No.402, 4<sup>th</sup> Floor, "C" Wing, adm. area 600 sq.ft Built up area, "Avighna Heights", S.No.45, H.No.4 (b), Village Nandivali, Taluka - Kalyan, District - Thane, Within limits of Kalyan Sub Registrar.

श्री. अशोक (अग्रवाल),  
Sr. Manager (Credit) (O)  
अवध (मुख्य) थाने (Main) Branch

*M. A. Khan & Associates*

ADVOCATES & LEGAL CONSULTANTS

Navi Mumbai Offices

**Belapur Office:** 157, Agrawal Trade Centre, Plot No. 62, Gr. Floor, Sector-11, CBD Belapur, Navi Mumbai - 400 614, Phone No: 022- 65500218, 9322352511.

e-mail : [adv.makhan@gmail.com](mailto:adv.makhan@gmail.com) , Web- [www.advmakhan.com](http://www.advmakhan.com)



**M. A. Khan & Associates**  
ADVOCATES & LEGAL CONSULTANTS

157, Agrawal Trade Centre, Plot No. 62, Gr. Floor,  
Sector-11, CBD Belapur, Navi Mumbai - 400 614,  
Phone No: 022- 65500218, Mob. 9322352511  
e-mail : [adv.makhan@gmail.com](mailto:adv.makhan@gmail.com),  
web: [www.advmakhan.com](http://www.advmakhan.com)

Date 17<sup>th</sup> October 2017

**TITLE REPORT**

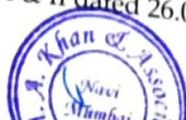
To,  
The Manager,  
Bank of India,  
Thane.

Dear Sir,

Ref: Title Opinion on the property situated at Flat No.402, 4<sup>th</sup> Floor, "C" Wing, adm. area 600 sq.ft Built up area, "Avighna Heights", S.No.45, H.No.4 (b), Village Nandivali, Taluka - Kalyan, District - Thane.

With reference to your letter No. Nil dated Nil, we on the basis of the Title deeds forwarded to me pertaining to the said immovable property and the other information submitted by you, have conducted a detailed search and investigation and submit my report as under: -

1. Name(s) and Address (es) of the Intended Mortgagor(s)/Title holder(s).  
Mr. Abhisehk Manohar Ramgiri having address at Room no.316, 3<sup>rd</sup> Floor, Ami Dhaval Building no.2, P & T Colony, Gandhi Nagar, Dombivli (E), District - Thane.
2. Title Deeds seen by me,
  - a. Original Agreement for Sale dated 26.07.2017 executed between M/s. Shree Mangal Constructions through its partners Mr. Santosh R. Yadav of the one part and Mr. Abhisehk Manohar Ramgiri of the other part in respect of Flat No.402, 4<sup>th</sup> Floor, "C" Wing, adm. area 600 sq.ft Built up area, "Avighna Heights", S.No.45, H.No.4 (b), Village Nandivali, Taluka - Kalyan, District - Thane, vide duly reg.no. KLN 3 - 3734 - 2017 dated 26.07.2017.
  - b. Original Registration Receipt No. 5122 dated 26.07.2017 for Rs. 30900/- issued by the Office of Sub-Registrar, Kalyan in the name of Mr. Abhisehk Manohar Ramgiri towards the receipt of Registration Charges in respect of said Agreement for Sale dated 26.07.2017
  - c. Original Stamp duty paid dated 26.07.2017 for Rs. 1,85,100/- submitted in Office of Sub-Registrar Kalyan in favour of Mr. Abhisehk Manohar Ramgiri towards the receipt of the Stamp duty charges in respect of said Agreement for Sale dated 26.07.2017
  - d. Original Index II dated 26.07.2017
  - e. Original Dastgoswara I & II dated 26.07.2017.
  - f. Copy of 7 /12 Extract



- g. Copy of N. A. Permission granted by Thane Colletor Office vide ref.no. Kra. Mahasul / Ka.1 / Te.Kra.7 / NAP / NAndivali through Panchanand / SR / 78 / 2013 dated 24.10.2013.
- h. Copy of Commencement Certificate issued by Mumbai Metropolitan Region Development Authority vide ref.no. SROT / 27 Villages / 2401 / BP / Nandivli through Panchanand - 12/3313 dated 08.06.2013.
- i. Copy of Floor Plan & Approved Plan.
- j. Copy of 7/12 Extract.

3. Description of immovable property

Survey No.	Extent (in acres/hectares) Areas	Location	Boundaries
S.No.45, H.No.4 (b)		Flat No.402, 4 <sup>th</sup> Floor, "C" Wing, adm. area 600 sq.ft Built up area, "Avighna Heights", S.No.45, H.No.4 (b), Village Nandivali, Taluka - Kalyan, District - Thane.	North: South: East: West:

4. Search in Sub - Registrar's Office : Kalyan

i) Location of property: Kalyan

Flat No.402, 4<sup>th</sup> Floor, "C" Wing, adm. area 600 sq.ft Built up area, "Avighna Heights", S.No.45, H.No.4 (b), Village Nandivali, Taluka - Kalyan, District - Thane.

ii) Search and Investigation:

Mr. Govind Ramchandra Samant and others Mr. Krishna Ragho Bhoir was cultivating his land on and before 1954 hence Mr. Krishna Ragho Bhoir was declared as protected tenant through Bombay Tenancy and Agril.land Act 1948 was owned by S.No. 45 H.No.4/B, adm. area 2350 sq.mtrs., Village Nandivli, District - Thane.

The court of Additional Mamledar Kalyan Fixed the amount of Rs.271/- for the said property through 32 G order. Mr. Krishna Ragho Bhoir obtained 32 M Certificate no.4 on dated 11.01.1984 by paying Rs.271/- (revenue recorde ferfhar no.695 was sanctioned)

Mr. Krishna Ragho Bhoir was sadly dismissed on dated 21.01.1991 leaving behind his legal hires 1. Mrs. Tulsabai Krishna Bhoir, MR. Vasant Krishna Bhoir Mr. Mohan Krishna Bhoir, Mrs. Gunabai Laxman Madhavi, Mrs. Sitabai Komaskar, Mrs. Barkubai Sitaram More and Mrs. Shakuntala Shantaram Madhavi and Mrs. Janabai Krishna Bhoir (Revenue record ferfhar no.906 was sanctioned)



Mrs. Tulsabai Krishna Bhoir & Others where cultivating the property. But for the benefit and welfare of the family they

Shailesh Kantilal Deora was developing properties in nearby area. Both the parties have mutually decided the amount of Rs.8,53,050/- o for the property. Mr. Shailesh Kantilal Deora have paid full amount on dated 10.02.1995. Mrs. Tulsabai Krishna Bhoir & Others have handed over the possession of the said property.

Sale Deed dated 29.11.2010 executed between Mrs. Shakuntala Shantaram Madhvi and others of the one part and Mr. Shailesh Kantilal Deora of the other part in respect of S.No. 45 H.No.4/B, vide duly reg.no.KLN 4 - 7645 - 2010 dated 24.12.2010.

Sale Deed dated 18.05.2016 executed between Mr. Shailesh Kantilal Deora of the one part and Mr. Madhukar Krishna Mhatre of the other part in respect of S.No. 45 H.No.4/B, vide duly reg.no.KLN 4 - 4377 - 2016 dated 18.05.2016.

Development Agreement dated 16.07.2016 executed between Mr. Madhukar Krishna Mhatre of the one part and M/s. Shree Mangal Construction through its partner Mr. Rahul Kautik NArkhide of the other part in respect of S.No. 45 H.No.4/B, vide duly reg.no. KLN 4 - 06014 - 2016 dated 16.07.2016.

Irrevocable Power of Attorney dated 16.07.2016 executed between Mr. Madhukar Krishna Mhatre of the one part and M/s. Shree Mangal Construction through its partner Mr. Rahul Kautik NArkhide of the other part in respect of S.No. 45 H.No.4/B, vide duly reg.no. KLN 4 - 06015 - 2016 dated 16.07.2016.

N. A. Permission granted by Thane Colletor Office vide ref.no. Kra. Mahasul / Ka.1 /Te.Kra.7 /NAP / NAndivali through Panchanand / SR / 78 / 2013 dated 24.10.2013.

Commencement Certificate issued by Mumbai Metropolitan Region Development Authority vide ref.no. SROT / 27 Villages /2401 /BP / Nandivli through Panchanand - 12/3313 dated 08.06.2013.

Agreement for Sale dated 26.07.2017 executed between M/s. Shree Mangal Constructions through its partners Mr. Santosh R. Yadav of the one part and Mr. Abhisehk Manohar Ramgiri of the other part in respect of Flat No.402, 4<sup>th</sup> Floor, "C" Wing, adm. area 600 sq.ft Built up area, "Avighna Heights", S.No.45, H.No.4 (b), Village Nandivali, Taluka - Kalyan, District - Thane, vide duly reg.no. KLN 3 - 3734 - 2017 dated 26.07.2017.

iii) Confirm and state that the Photocopy of title deeds submitted are the original of the same registered before the Registrar of Assurance.

Yes title deed submitted are original and are registered before the Sub - Registrar.

iv) Whether the property is ancestral and/or under joint ownership.

N. A.

v) Minor's interest.



N. A.  
vi) Documents pending for registration.

N. A.

5. Whether Urban Land (Ceiling and Regulation) Act 1976 is applicable in the State where the property is located. If applicable whether the immovable property(ies) fall(s) within the purview of the Act, verification and investigation should be made under sections 26, 27 and 28 of the Act to ensure that mortgagor(s) has / have obtained necessary permission from the competent authority under the Act. Documentary evidence showing such permission is obtained has to be attached with the report.

N. A.

6. Whether the property is acquired under Land Acquisition Act, 1894 and applicability of other State Legislations.

N. A.

7. Leasehold immovable Property.

Free hold.

8. Investigation under Income Tax Act 1961

N. A.

9. Investigation in regard to agricultural land.

N. A.

10. The details of the certified copies of the revenue records obtained to confirm that no dues are outstanding by the Mortgagor.

N. A.

11. Any other special enactment which is applicable to the property proposed to be mortgaged and affects the title.

N. A.

12. If it is a property owned by the Company the additional safeguards like search before the Registrar of Companies to be obtained be stated

N. A.

13. Whether the records of sub-registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system. If So, whether any verification or cross checking are made or comments / findings in this regard.

2002 onwards partial record available on the net

14. In case of partition/family settlement deeds, Whether the partition made is valid in law, whether the original deed is available for deposit, Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his /her/their share. The modality/procedure to be followed to create a valid and enforceable mortgage. Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken avoiding multiple mortgages?

Not Applicable.



15. Whether the property belongs to any trust or is subject to the rights of any trust? Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property? Is there any bar under local laws for creation of mortgage? The additional precautions/permissions to be obtained for creation of valid mortgage as per the respective state / Central Laws.

N.A.

16. In case of partnership firm, whether the property belongs to the firm and the deed is properly registered. Whether the partners have authority to create mortgage for and on behalf of the firm.

N.A

17. Whether the property belongs to a Limited Company, Advocate check the Borrowing powers, Board resolution, authorization to create mortgage /execution of documents, Registration of any prior charges with the Company Registrar (ROC), Memorandum of Association and Articles of Association and submit details etc.

N. A.

18. In case of Societies, Association, check the required authority/power to borrower and whether the mortgage can be created as per their constitutional documents and applicable laws and the , and the requisite resolutions, bye-laws etc. The additional precautions/permissions to be obtained for creation of valid mortgage as per the respective state / Central Laws to be stated.

N.A

19. If the property is a flat/apartment or residential/commercial complex, check and comment on the following:

Flat No.402, 4<sup>th</sup> Floor, "C" Wing, adm. area 600 sq.ft Built up area, "Avighna Heights", S.No.45, H.No.4 (b), Village Nandivali, Taluka - Kalyan, District - Thane,

a. Promoter's/Land owner's title to the land/ building;

➤ Yes

b. Development Agreement/Power of Attorney;

➤ Yes

c. Independent title verification of the Land and/or building in question;

➤ N. A

d. Agreement for sale (duly registered);

➤ Registered

e. Payment of proper stamp duty;

➤ Paid

f. Approval of building plan, permission of appropriate/local authority, etc;

➤ Yes



- me  
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I
- N. A.
  - h. Occupancy certificate/ allotment letter/ letter of possession;
    - N.A
  - i. Membership details in the Society etc;
    - N. A
  - j. Share certificates;
    - N.A
  - k. No objection letter from the Builder/Society/ CIDCO.
    - Yes
  - l. All legal requirements under the local/Municipal laws regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;;
    - Not Applicable
  - m. Requirements, for noting the Bank charges on the records of the Housing Society, etc and comment.;;
    - Yes
  - 20. Whether the name of mortgagor is reflected as owner in the revenue/ Municipal /Village records, Whether the property offered as security is clearly demarcated in the title documents, whether the property has clear access as per documents?
    - Not applicable
  - 21. Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.
    - Not Applicable
  - 22. Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.
    - Not Applicable

### CERTIFICATE

We have examined the Title Deeds intended to be deposited relating to the aforesaid properties and offered as security by way of Equitable Mortgage and that the documents of title referred to in the opinion are valid evidence of right, title and interest and that if the said Equitable Mortgage is created, it will satisfy the requirements of creation of Equitable Mortgage.



We hereby certify that we have searched and verified the information furnished in this report and have compared the title deeds given to me with the copy of it in the office of the Sub Registrar and has found both tallying with each other. We confirm having

made search in the land / Revenue Records. We also confirm having verified and checked the records of the relevant Government Officers / Sub-registrar(s) Office(s), Revenue Records, Municipal / Panchayat Office, Land Acquisition Office, Registrar of Companies Office. We do not find anything adverse which would prevent the Title Holders from creating a Valid Mortgage. The statements and other information given in the report are correct and true.

We certify that, there are no prior mortgage charges / encumbrances whatsoever as could be seen from the encumbrance certificate for the period from 1988 to 2017 pertaining to the immovable properties covered by above said Title Deeds. The property is free from all encumbrances.

We certify that Mr. Abhisehk Manohar Ramgiri will derived a valid, clear, absolute and marketable title over the property subject to payment of full and final agreed consideration under Agreement for Sale dated 26.07.2017 There are no legal impediments for creation of the Mortgage under any applicable Law / Rules in force. We certify that the mortgage over the said properties can be enforced through process of law including under the provisions of SARFAESI Act, for recovery of dues to the Bank. The Title deed is genuine and not fake or bogus.

Mr. Abhisehk Manohar Ramgiri personally present and deposit the following title deeds in original with intention to create equitable mortgage, it will satisfy the requirements of creation of equitable mortgage.

The following person/s should be present personally to deposit the Original title deeds with your Branch for creation of equitable mortgage: -

Mr. Abhisehk Manohar Ramgiri

The following documents in original have to be obtained for creation of valid equitable mortgage by deposit of title deeds.

- a. Original Agreement for Sale dated 26.07.2017 executed between M/s. Shree Mangal Constructions through its partners Mr. Santosh R. Yadav of the one part and Mr. Abhisehk Manohar Ramgiri of the other part in respect of Flat No.402, 4<sup>th</sup> Floor, "C" Wing, adm. area 600 sq.ft Built up area, "Avighna Heights" S.No.45, H.No.4 (b), Village Nandivali, Taluka - Kalyan, District - Thane, vide duly reg.no. KLN 3 - 3734 - 2017 dated 26.07.2017 with Registration Receipt, Stamp Duty, Index II & Dastgoswara I & II
- b. Copy of N. A. Permission granted by Thane Colletor Office vide ref.no. Kra. Mahasul / Ka.1 / Te.Kra.7 / NAP / NAndivali through Panchanand / SR / 78 / 2013 dated 24.10.2013.

