

NEOCON

Infrastructure Services Pvt. Ltd.
ARCHITECTS, ENGINEERS AND VALUERS
ALL SERVICES UNDER SINGLE WINDOW

BANK - BANK OF INDIA.

BRANCH - KALWA.

VALUATION REPORT OF

Flat No – 503, 5th Floor, Building No. C-3, Building – Gaganmukhi (C-1 to C-3) Lok Surabhi Co-Op. Hsg. Soc. Ltd, Lok Surabhi Complex, Kalyan (West), Dist – Thane – 421 301.

PARTY NAME: 1. Mr. Nishant Baburao Naikade.

Regd. Office:

101/A, Borivali Ashirvad, Opp. Anandrao Pawar School, Vazira, Borivali (West), Mumbai – 400091. Tel- 022 2898 3291/2898 3270. E-mail: Neocon.infra@gmail.com Website: www.neoconinfra.com



VALUATION REPORT.

We hereby certify that the present fair market value of Flat No – 503, 5th Floor, Building No. C-3, Building Known as Gaganmukhi (C-1 to C-3) Lok Surabhi Co-Op. Hsg. Soc. Ltd, Situated at Lok Surabhi Complex, Kalyan (West), Dist – Thane - 421 301, Village – Netivali, Taluka – Kalyan. Mr. Nishant Baburao Naikade is Owner of the Flat i.e.

Cost of Flat
 Cost of construction
 Full Value
 Rs. 39,75,000/ Rs. 05,30,000/ Rs. 39,75,000/-

Is assessed after inspection, as per the information and explanations given to us and considering various facts enumerated in the report attached, as on the date of inspection i.e. 24/01/2017. The above value based on selling price method, and distress sale method in our opinion is fair and reasonable. This valuation is done for ascertaining FMV as instructed by **Bank of India, Kalwa Branch.**

We further declare that,

- 1. The information furnished in **Annexure -I** of this report is true and correct to the best our knowledge and belief.
- 2. We have no direct or indirect interest in the property valued.
- We have / our Engineer has personally inspected the right property on 24/01/2017.
- 4. His full Value of the property is Rs. 39,75,000/- (Rupees Thirty Nine Lac Seventy Five Thousand Only) subject to fulfillment of conditions as stipulated in the Agreement.
- 5. The legal documents pertaining to the ownership of the above said property has been referred to on its face value and that is presumed that Bank has got the same verified through its legal counsel. We do not certify the veracity of the documents. This report does not certify valid or legal or marketable title of any of the parties over the property. Our report does not cover verification of ownership, title clearance, or legality and subject to adequacy of engineering / structural design.
- 6. Value of the property mentioned above varies with the purpose. This report is not to be referred if the purpose is different.

Place: Mumbai.

Date: 25/01/2017.

P.S:

1. Annexure I.

2. Photograph of the property.

FOR NEOCON INFRASTRUCTURE

REGD.NO

SRVICES PVT. LTD.

DIRECTOR/ AUTH. SIGN

(Approved valuer of Bank of India)

BANK OF INDIA

BRANCH: KALWA

Report of Valuation of Immovable property (other than agricultural lands, plantation forests, mines and quarries.) CAT-I-F-1011 NIS/BOI/KALWA/2016-17/40/4112 Reg. No. Ref. No. To ascertain Fair Market Value Purpose for which valuation is made Fresh valuation for NIS Fresh Valuation / Revaluation 24-01-2017. Visit date on which valuation is made Mr. Nishant Baburao Naikade. Name of the owner / owners Sole Ownership. 4. It the property is under joint ownership / Co-ownership, share of each such owner Are shares undivided? The property is a Residential Flat, Located Brief description of the property on Flat No - 503, 5th Floor, Building No. C-3, Building Known as Gaganmukhi (C-1 to C-3) Lok Surabhi Co-Op. Hsg. Soc. Ltd, Situated at Lok Surabhi Complex, Kalyan (West), Dist - Thane - 421 301, Village - Netivali, Taluka - Kalyan. The property is at 5 - 10 Minutes By Vehicle distance from Kalyan Railway Station. We referred to the Xerox copy of following documents provided to us, Sale Agreement Date. 31.03.2005 executed between Lok Housing & Constructions Ltd. (Developer) & Mr. Nishant Baburao Naikade (Purchaser). 2. Commencement certificate having Ref. No. KDMP/NRV/BP/KV/233-86 Dated.24.08.2001. 3. Occupancy Certificate having Ref. No. KDMP/NRV/CC/KV/22 Dated. 12.04.2007. Plan Copy Approved (CC & OC 4. Obtained). Agreement Amount is Rs. 05,14,400/-6. Agreement Amount (Registered) On or towards North- Bldg. No. C-2. 7. Location, Street, Ward No. On or towards South – Railway Track. On or towards East-Patri Phool. On or towards West – Bldg. No. B-5. Survey / Plot no. of land Survey No. 26 A & 27 Village - Netivali.

9.	Land Mark	Near Patri Pool.	
10.	Is the property situated in residential / commercial / missed area / industrial area?	Residential area	
11.	Classification of locality – High class / middle class / poor class	Middle class	
12.	Proximity to civic amenities, like schools hospitals, offices, markets, cinema etc.	All civic amenities are available within easreach.	
13.	Means and proximity to surface communication by the locality is served.	Railway, Auto, Bus, Taxi, Private Vehicles etc.	
14.	Area of Flat supported by documentary proof, shape, dimensions and physical features.	Flat Area – 421 Sq. ft. (Carpet) As per Agreement. (1 BHK)	
15.	Is it Freehold or leasehold, the name of lesser/ lessee, nature of lease, dates of commencement and termination of lease and terms of renewal of lease.	Freehold	
	i. Initial premium		
	ii Ground rent payable to the lesser in the event of scale to transfer		
	iii Unearned increase payable to lesser in the event of scale or transfer		
16	Name and Registration No. of Co-op Housing society	Gaganmukhi (C-1 to C-3) Lok Surabhi Co-Op. Hsg. Soc. Ltd, Regd. No. TNA/KLN/HSG/TC/20130/2008-2009.	
17	. Share Certificate No and face value	Information not provided by applicant.	
18	Is there any restrictive covenant in regard to use of land? If so, attach a copy of the covenant	No	
19	. Are there any agreements of easement? If so, attach copies	No	
20	Does the land fail in an area included in any Town Planning Scheme or any Development Plan of Government or any statutory body? If so give particulars.	No	
21	. Has any contribution been made towards development or is any contribution been made towards development or is any demand for such contribution still outstanding?	No	

	Has the whole or part of land been notified for acquisition by Government or any statutory body? Give date of the notification.	No		
23.	Attach a dimensioned site plan	Yes, dimensioned/Floor plan attached with agreement.		
24. Attach plans and elevations of all structure standing on the land a layout plan.		Yes, approved plans is attached wit agreement.		
25.	Furnish technical details of the building on a separate sheet (The Annexure to this form may be used)	As per annexure –I.		
	(i) Is the building owner occupied/			
	tenanted/ both? (ii) It partly owner occupied, specify portion and extent of area as under owner occupation.	Owner is occupying the property (as per visit of flat found)		
26.	What is the floor Space Index permissible and percentage actually utilized?	Not applicable		
	 (i) Names of Tenants/ lessees etc. (ii) Portions in their occupation (iii) Monthly or annual rent/ compensation/ license fee etc. paid by each (iv) Gross amount received for the whole property 	Not applicable		
27	Are any of the occupants related to or close business associated of the owner?	Not applicable		
28	Is separate amount being recovered for the use of fixtures likes fans, geysers, refrigerators, cooking ganges, built in wardrobes etc. or for service charges? It so give details.			
29	. Give details of water and electricity charges, if any to be borne by the owner.	Details not available		
30	Has the tenant to bear the whole or part of the cost of repairs and maintenance? Give particulars			
31	. It a lift installed, who is to bear the cost of maintenance an operation—Owner/Tenant.	Owner		

32.	If a pump is installed, who has to bear the cost of maintenance and operation owner or tenant?	Owner
33.	Who has to bear the cost of electricity charges for lighting of common space like entrance hall, stairs, passages, compound, etc., owner of tenant?	Owner
34.	What is the amount of property tax? Who is the bear it? Give details with documentary proof	No
35.	Is the building insured? If so, give the policy No. amount for which it is insured and the annual premium.	Not applicable
36.	Is any dispute between landlord ad tenants regarding rent pending in a court or law?	Not applicable
37.	Has any standing rent been fixed for the premises under any law relating to the control of rent?	Not applicable
38.	Give instances of sales of immovable property in the locality on a separate sheet, indication the name and address of the property, registration No. sale price and area of land sold.	Sales instances are not readily available. As such, local estate agent, builders and other related agencies were contracted to ascertain fair market value.
39.	Land rate adopted in this valuation	Composite rate considered for valuation.
40.	If sale instance are not available or not relied upon, the basis on arriving at the land rate.	Location & locality, facilities & amenities, quality of construction, residual life or building, business potential, supply of demand, local nearby enquiry market feedback of investigation.
41.	Year of commencement of construction and year of completion	2007.
42.	What was the method of construction – by contract by employing labour directly/both?	
43.	For items of work done on contract, produce copies of agreement	Details not made available
44.	For items of work done by engaging labour directly, give basic rates of materials and labour supported by documentary proof	Details not made available

45.	Market Rate adopted	- 421 Sq. ft
	a) Total area of the Flat	• Carpet Area = 421 Sq. ft. (As per Agreement).
		 Built up Area = 49.24 Sq. meter. (As per Calculation).
	b) Guideline rate obtained from the	Rs.5741/- Per sq. ft.
	Registrar office.	Rs.30,42,730/-
	c) As per Registrar Office Rate.	RS.50,42,7507
	d) Prevailing Market Rate	Rs.7,500/- Per sq. ft.
	e) Estimated value of the property	Rs.39,75,000/-
	f) The Realisable Value of the	Rs.35,77,500/-
	property (Less 10%)	21.00.000/
	g) The Distress value of the property	Rs.31,80,000/-
	(Less 20 %).	
	h) Comparable Sale Value	Rs.6,000/- To Rs.8,000/-

46. Fair Market Value

Valuation = Area X Rate

A) Cost of Flat

Particulars	Area in Sq. ft.	Rate per Sq. ft	Amount in Rs.	
Flat on 5 th Floor	530	7,500/-	39,75,000/-	
		TOTAL	39,75,000/-	

B) Cost of construction (Insurance Value)

530 Sq. ft.
Rs.1000/-
Rs. 05,30,000/-

PLACE: MUMBAI

DATE: 25/01/2017

FOR NEOCON INFRASTRUCTURE

SERVICES PVT. LTD

DIRECTOR/ AUTH. SIGN

ANNEXURE - I

	hnical etails	Main Building	Annex	ure	Servant's quarters	Gara	ges	Pum	p Hou
No. of floors and height of each floor				ind + 7 Upper					
2.				Area – 421 ement. (1 BHK		(Car	pet)	As p	
1.		Construction		2007					
2.		future life		50 Y	ears from today	on words	s (Subj	ect to	prope
					ar maintenance		ilding)	
5.		Construction			C. framed struct	ure			
6.		of Construction nt/Good/Poor)		Good	1				
7.		foundation		R.C.O	C. footing				
8.	Walls a) Ba b) Gr	sement and plinth			ternal thick bric	k Walls			
9.	Partition	ıs		Intern	nal 4 1/2 thick bri	ck walls			
10.	Doors &	Windows		Wood	den Door & Safe	ety Door	With S	Sliding	
11.	Flooring	Z .		Mosaic tiles Flooring.					
12.	Finishin			Distemper Paint all Walls.					
13.	8			R.C.C. slab roof and RCC super structure.					
14.	Special architectural or decorative features if any		NIL	e. sido roor una	ice sup	ci struc	cture.		
15.			Cond	uct Wiring					
16	(St	ass of Fittings uperior/ordinary/p	oor)	Super					1
16.		nitary installation		Bath	& W.C. Attache	d with liv	ing ro	om.	
	(Colored	ass of Colors. d/Superior/white/o	ordinary)	Super	rior.				
17.		ınd wall:		Brick	masonry compo	ound wall			
18.	No. of I	ifts and capacity		1 Lif					
19.	Undergr type of o	ound sump (Capaconstruction	city and	Not A	Applicable				
20.	Overhea	nd tank							
	(i) W	here located		No					
	(ii) Capacity			Sufficient.					
	(iii) T	ype of construction	n	R.C.C					
21.	Pumps-1	No and their horse			Applicable				
22.	Road an compou	d paving within the nd, approximately to of paving	ie		Applicable	//	ASTRUC	TURESA	
23.	Sewage	if septic tanks pro capacity	vided	Not A	Applicable	NO NO	REG 19	6D.NO. 0457	



ARCHITECTS, ENGINEERS, SURVEYORS. INT. DESIGNERS, GOVT. REGD. VALUERS. ARBITRATORS & FIRE LOSS ASSESSORS



Vastukala

VE SHRIHARI MANGAL KARYALAYA PANDURANG WADI, 1ST LANE, DOMBIVLI (E) 421 20 Dist Thane (O) 0251 - 244 83 71 / 0251 - 280 14 2 Mob.: 98700 70121 / 97694 42655 / 98212 992 E-mail: vastukala1@rediffmail.com / vdbspl@gmail.co chikodikedar@gmail.com • Website : www.vdbspl.co

Date: 25/07/2020

CHIEF MANAGER / मुख्य प्रजयक KALWA BRANCH / कतवा शाखा

VAL/BOI/4740/07/07/2020

To,

The Branch Manager,

Bank of India,

Kalwa Branch,

Dist: Thane.

Ref: Desktop Valuation of Flat no. 503, 5th Floor, Bldg No. C-3, Gaganmukhi(C-1 to C-3)

LOK SURABHI CHS, Lok Surabhi Complex, S. No. 26A & 27 Village: Netivali,

Kalyan (W), Dist: Thane

For Mr. NISHAN TBABURAO NAIKADE

Respected Sir,

As per your instruction, we have carried out valuation of the said property & hereby submitting the Desktop Valuation Report for your kind perusal. If you have any questions, regarding our valuation report or our findings then kindly clear the same within 15 days also clear our bill immediately.

Thanking you in anticipation,

Encl: Valuation Report & Bill

Sincerely Yours,

For Vastukala

sed Signatory

नोंदणी 63 म

दस्तक्रमांक व वर्ष: 1739/2005

Wednesday, April 20, 2005

सूची क्र. दोन INDEX NO. II

गावाचे नाव :

नेतिवली

(1) विलेखाचा प्रकार, गोवदल्याचे स्वरूप करारनामा व बाजारभाव (भाजेपटटवारमा बाबतीत पटटाकार आकारणा देतो

की पटटेवार ते नमूद करावे) मोबदला रू. 514,100.00

धा.भा. रू. 623,000.00

(2) भू-भागव, पोटा वसा व परक्रमांक (अलल्यास)

(1) वर्णनः मौजे नेतियली ता. कल्याण स नं 26,अ,27 व 11,12 येथील पाचवा मजला लोकसुरभी सदनिका नं सी-3/503 क्षेत्र 530 चौ फुट .

(3)क्षेत्रफळ

(4) आवनरणी विना जुडी देणात असेल लेका

(5) दस्तिपेवल कर न देण्यान्या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पता

भरेद्र एम शहा यांचे कु.मु. म्हणून महेंद्र पारेख ; घर/फ़्लॅट नं: लोक भवन लोक भारती कॉम्प्लोक्स मरोळ मरोशी रोड अंधेरी मुंबई ; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/धसाहत: -; शहर/गाव: -; तालुका: - पिन: -; ऍन नम्बर: -.

(6) दस्तऐवज करून घंण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किया आदेश असल्यास, वादीचे नाव व संपूर्ण पता

(1) - - निशांत बाबुराव नाईकडे; घर/फ़्लॅट नं: राजमाता अपा स्टेशन रोड साई वावा हॉटेल समोर कळवा ठाणे ; गल्ली/रस्ताः -; ईमारतीचे नावः -; ईमारत नं: -; पेट/वसाहतः -; शहर/गाव: -; तालुका: -;पिन: -; पॅन नम्बर: ABWPNO315L.

(7) दिनाक

करून दिल्याचा 20/04/2005

(8)

नोंदणीचा

20/04/2005

(9) अनुक्रमांक, खंड व पृष्ट

1739 /2005

(:0) बाल्यस्मायायमाण मुद्रांक श्रुक

₹ 14900.00

(11) बारमरमावापमाणे नोदणी

(12) 8/1

Industrial Services

क्टारी पत



कल्याण— डोंबिवली महानगरपालिका, कल्याण



जा.क.क.डोमप/नरवि/ साहरा निव 22 कल्याण—डोंबिवली महानगरपालिका ,कल्याण

दिनांक

विषय:— बाधकाम पूर्णतेचा दाखला इभारत छ-ड व ८-३ छपेता.

शानिराम रवो दिनार उरागी व इतर क्र मुन्प कारक न्झी आन्पी मीगा. यरा - त्मीक द्वार्डि रेक्ट मुंबई

श्री/श्रीमती सिंक दिला यांचे
हिनांक — कार्या के अवस्थित कार्या के के के कि
दिनांक 🦰 पुर्व चे अर्जावरून दाखला देण्यात येतो की, त्यांनी कल्याण— डोंबिवली
महानगरपालिका हद्दीत सर्वे नं २६%,२७,७७ व ७२ हि.नं
सिंटी सर्वे नं — फॉट नं —
मौजे ने तीवली ज्यारे येथे महानगरपालिका यांचे कडील बांधकाम परवानगी जावक कमांक १०९-५2
/ ক্রভাসমা/ লহবি / জাপ ভিনি दिनांक 201910 ६ अन्वये मंजूर केलेल्या नकाशे प्रमाणे यहणेसाठी
/फुरफ्रेंफ्र / फ्रेंफ्रेंफ्रिफ़ बांधकाम पूर्ण केले आहे.सबब त्याना सोबतच्या नकाशेमध्ये हिरव्या रंगाने दुरूस्ती दाखविल्या
प्रमाणे तसेच खालील अटीवर बांधकामाची वापर परवानगी ट्रेण्यांत येत आहे.
इमारत C-3 इमारत छ-s
्येतळमजला : क गार्ड - १९ ब्लाक्यां - ह गार्ड - १६ ब्लाक्यां +१ सासा काकीस
८२) पहिला मंगला : ४ गार्थ - 9 2 स्वोध्वा + U गार्द - 9 ट स्विद्वार
्के दुसरा मजला : ४ ठाछि - १2 खेलां - U जाहि - १ ८ खेलां
अ तिसर मजला : ~ जारे - १ 2 - व्यक्ता - U जारे - 9 e क्यांका
भावीया मजलात: क जाकि - १२ क्वांक्स - २६ जाहे - ७० ख्वांक्स (यो भा अनक ते
पालवा भजला (पुल्लक भजकाबर) । सालवा भजला एक श्रीमे
अटा :- १) भावध्यात स्तारूदाकरणासाठी जागा लागल्यास ती इमारतीच्या सामासिक अंतरातन
कडामपास विनामुल्य हस्तांतरीत करावी लागेल
२) मंजूरी व्यतिरिक्त जागेवर वाढीव बाधकाम् केल्याचे आढळल्यास् ते पूर्व सचना न देता
२) मंजूरी व्यतिरिक्त जागेवर वाढीव बांधकाम् केल्याचे आढळल्यास् ते पूर्व सूचना न देता तोडून टाकण्यात येईल.अ भाषा स्मात किल्ला ट्रिंगिफातील सर्व अन्निमी द्वर्तना छन्।
अापगाबर कंधमहाटक राहिए के पाना पुरवह। डपलव्य छठन देळाची मनावदाय पानी
A GALLERY WAS THE TOTAL OF THE PARTY OF THE

CERTIFIED TO BE TRUE COPY

१) करनिर्धारक व संकलक ,क.डॉ.म.पा

पुरवा) सुद्याका विद्यानि अधनार्वाहिकेकी राष्ट्रार्वाधी.

FOR LOK ARCHITECTS ARCH. SHASHANK NINAWE WARD NO. 1167 FLAT / SHOP / ROOM / BUILT - UP - AREA ... 530 SQ. - FT. MARKET VALUE RS. 623000 - ACTUAL VALUE RS. 514100/=

> Lok Housing And Constructions Ltd., Income Tax Permanent A/c. No. AAA CL 1881E

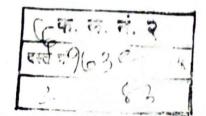
AGREEMENT

THIS AGREEMENT made at Mumbai this 2005 BETWEEN LOK HOUSING CONSTRUCTIONS LTD., a company incorporated under the 1956 and having its registered office of Grandia Conglex Act. (E) Mymbai Marol Marashi Roud Andberi the "DEVELOPERS" hereinafter called

(which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and One Part Mr./Mrs./Miss/M

Station

Occupation . Indian Inhabitant, hereinafter called the "PURCLASER" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/hor/their heirs, C executors, administrators and assigns) of the Other part :



MIS. NEELAM S. CHETRE ACM 92 (Propar Officer) THE BANK OF RAJASTHAN LAD. Lokerum, Kidvan (E).

WHEREAS

- Mrs. Humayun Khodayar Irani, hereinafter referred to as the "the First Owner" (2) (a) Mrs. Banoo Aflatoon Attaie (Irani), (b) Khodayar Aflatoon Attaie (Irani), (b) Khodayar Aflatoon Attaie (Irani), (c) Piroza Rustom Yazdgardian, (nee Piroza Aflatoon Irani), (d) Farokh Aflatoon Attaie (Irani) and (e) Mahnaz Soharab Yazdgardian, (nee Mahnaz Aflatoon Irani) hereinafter collectively referred to as "the Second Owners", (3) Farhang Khodayar Irani, hereinafter referred to as "the Second Owners", (3) Farhang Khodayar Irani, hereinafter referred to as "the Third Owner", (4) Nariman Khodayar Irani, hereinafter referred to as "the Fourth Owner,(5) (a) Behram Khodayar Irani, (b) Sheriya Behram Irani. (c) Ezadyar Behram Irani and (d) Toban Faredoon Irani (nee Toban Behram Irani), hereinafter collectively referred to as "the Fifth Owners", were the sole and absolute owners, as tenants-in-common in equal shares having 1/5th share each, of the lands situated at Village Netivali, Taluka Kalyan, District Thane and more particularly described in the First Schedule hereunder written (hereinafter referred to as "the said pieces of land"). The First Owner, the Second Owners, the Third Owner, the Fourth Owner and the Fifth Owners are hereinafter collectively referred to as "the Owners".
- (B) By an Agreement dated the 11th day of May, 1990 and made between the Owners of the One Part and (i) Nanki R Bharwani, (ii) C.S.Bharwani, (iii) N.S.Bharwani (iv) R.S.Bharwani and (v) Indu N Bharwani, being the then Trustees of a private family trust known as Nippon Associates (hereinafter referred to as "the said Trust") settled under the Indenture of Trust dated the 10th day of November, 1987 of the Other part, the Owners agreed to sell their respective undivided share in the said pieces of land to the said Trust on the terms and conditions and for the consideration contained in the said Agreement dated the 11th May, 1990. The said Agreement has been duly stamped as a deemed Conveyance under Mumbai Stamp Act, and has been lodged for registration under No.2228/90 on 11th May, 1990 with the Sub-Registrar at Mumbai.
- (C) A General Power of Attorney was executed by the Owners on the 11th day of June, 1990 in favour of N.S.Bharwani, R.S.Bharwani and C.S.Bharwani being the then frustees of the said Trust. The said Power of Attorney is irrevocable inter-alia conferring the powers on Power of Attorney holders the authority to substitute and appoint in their place and on such terms as they deem fit, one or more attorneys to exercise any of the powers thereby conferred.
- (D) By and under an Indenture of Partnership dated 1st day of September, 1992 made between N.S.Bharwani of the First part, C.S.Bharwani of the Second Part, R.S.Bharwani of the Third Part and Mrs.Nanki R Bharwani as the duly authorised sustee of the said Trust of the Fourth Part, a partnership firming the name and style of M/s.Bharwani Brothers & Company (hereinafter referred to as "the Holders") has been formed and registered under the Indian Pose in the Suid Trust has, with the knowledge and consent of the other tustees of the said Trust brought into the said partnership the benefits of the said Agreement dated 11th May, 1990.
- (E) By Agreement dated the 24th day of June, 1993 made between the Holders of the One Part and the Developers of the Other Part (hereinafter called the said "Development Agreement"), the Holders for the consideration

and on the terms and conditions mentioned therein, conferred development rights on the Developers in respect of the pieces of land more particularly described in the Second Schedule hereunder written, which in turn is a part of the property mentioned in the First-Schedule hereunder written.

- (F) Out of the aforesaid property described in the Second Schedule hereunder written the Developers are presently developing property bearing Survey Nos.26(part)(now bearing S.No.26A/1/1) and 27(part) of Village Netivali and Survey Nos.11 and 12, which are now consolidated as Gat No.23 of Village Kachore (hereinafter called "the said Property") and which is more particularly described in the Third Schedule hereunder written.
- (G) Persuant to the said Development Agreement and pursuant to the authority to appoint substitute or substitutes conferred by virtue of clause 48 of the Power of Attorney dated 11th day of June, 1990, (1) Mr.Narayandas S Bharwani, (2) Mr.Ram S Bharwani and (3) Mr Chandru S Bharwani have appointed by way of substitution (1) Shri Lalit C Gandhi (2) Shri Omprakash Monga and (3) Miss Naina M Shah as Constituted Attorneys of the Owners to do several acts, deeds and things related to the property described in the Second Schedule thereunder being the same as Second Schedule hereunder written.
 - (H) In pursuance of the returns filed by the said Owners u/s 6(1) of the Urban Land (Ceiling and Regulations) Act, 1976 the Competent Authority, Ulhasnagar Agglomeration Thane vide Order No.ULC/ULN/6(1)-SR-24-Netivali dated 23-01-1980 passed u/s. 8(4), allowed the said Owners to retain certain areas out of the property described in the First Schedule hereunder written and declared remaining areas as Surplus Vacant Land. On appeal, the aforesaid Order was subsequently modified by Order dated 30-11-1983 and finally by another Order dated 18-10-1984 by the Competent Authority. Under the last mentioned Order an area admeasuring 57519.11 sq.mtrs. was declared to be Surplus Vacant Land out of the Property described in the First Schedule hereunder written.
 - (I) The said Owners submitted a scheme w/s.20 of the UL (C&R) Act, 1976 to the Government of Maharashtra and Government of Maharashtra vide Order No.ULC/ULN/1089/(87)/D-XV dated 16-11-1989 exempted an area admeasuring 27294.26 sq.mtrs. which was allowed to be developed by the Owners subject to the terms and conditions mentioned therein. The said Order was accordingly subsequent Orders dated 3rd April, 1990 and 22rd July, 1991 of the additional Assistance Department, Govt. of Maharashtra. By further

developed by the Developers has been allowed to be developed as exempted. 7. ? land by the Competent Authority.

(J) The Collector, Thane has, by Order No.Revenue.K.I.Te.7.ANP.SR-568/2000 dated 30th August, 2000 permitted the said property to be used for non-agricultural use for residential purpose subject to the terms and conditions mentioned in the said Order.

(K) The Rayan Dembivali Municipal Corporation has sanctioned the layout plans and granted development permission vide Commencement Certificate. The plans for construction of buildings on the said property were further modified and submitted which are sanctioned by the Kalyan Dombivali Municipal Corporation (hereinafter referred to as KDMC).

1 Parte

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building as the FSI of the entire property has been or is to be utilised fully by the Developers irrespective of the size or height or floor space consumed by the individual buildings. As far as possible the Developers may cause to form a Cooperative Society of an individual building but, however, it shall be at the discretion of the Developers to form a Society of more than one Building or all the buildings in a particular Sector. The Conveyance shall accordingly be executed in favour of such Society or Societies. In view of what is stated hereinabove it is hereby agreed that none of the purchasers and none of the Societies so formed shall claim any proportionate benefit of FSI in respect of their individual buildings, nor they shall be entitled to raise objection for the said imbalance in the distribution/consumption of FSI. The Developers shall have the option to get the said division of plots legally sub-divided in the Revenue Records subject to the rules and regulations of the concerned authorities.

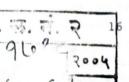
- 33. All costs, charges and expenses in connection with the formation of the Cooperative Society as well as the cost of preparing, engrossing, stamping and
 registering all the agreements or any other documents or document required to
 be executed by the Developers or the Purchaser as well as the entire
 professional costs of the Advocates of the Developers in preparing and
 approving such documents shall be borne and paid by the proposed Society or
 proportionately by all the Purchasers or holders of premises in the said Building
 including the Purchaser herein and the proportionate share of the Purchaser
 shall be such amount as may be fixed by the Developers whose decision in this
 respect will be final and binding on the Purchaser. The Developers shall not be
 liable to contribute anything towards such costs, charges and expenses and the
 proportionate share of such costs, charges and expenses payable by the
 Purchaser shall be paid by him to the Developers immediately on demand.
 - 34. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flat Act 1963 as amended upto date or any other provisions of law applicable thereto.
 - 35. All costs, charges and expenses including stamp duty and registration charges of this Agreement shall be borne and paid by the Purchaser. The Purchaser is fully aware of the provisions of the amended Mumbal Stamp Act which came into force with effect from 10 December, 1985. If any stamp duty over and above the stamp duty already paid on this Agreement is required to be paid or is claimed by the Superintendent of Stamps, Mumbai or concerned authority, the same shall be borne and paid by the Purchaser alone including the penalty if any. The Developers shall not be liable to contribute anything towards the same nor shall the purchaser hold the Developers liable and/or responsible towards the stamp duty.

The Purchaser shall immediately after execution of this Agreement lodge the same for registration with the Sub-Registrar of Assurances and shall within two days after lodging the same furnish to the Developers a xerox copy of the receipt issued by the Sub-Registrar, to enable the Developers to admit execution thereof before the Sub-Registrar of Assurances.

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THE FIRST SCHEDULE ABOVE REFERRED TO

FIRST : ALL those pieces or parcels of land or ground admeasuring 12,646.36 sq.mtrs under G Zone and bearing Survey Nos.11 and 12 situated at Village Kachore, Taluka Kalyan, District Thane.



Survey Nos.11 and 2 situated ne.

SECOND. ALL those pieces or parcels of land or ground admeasuring 27,294.26 sq.mtrs. of surplus vacant land bearing Survey Nos.26 (Part), 27 (Part), 29(Part), 29/2, 32, 28(Part), 33 & 37 situated at Village Netivali, Taluka Kalyan, District Thane.

THIRD: ALL those pieces or parcels of land or ground admeasuring 634.07 sq.mtrs for D.P.Road bearing Survey Nos.26(Part) situated at Village Netivali, Taluka Kalyan, District Thane.

FOURTH: ALL those pieces or parcels of land or ground admeasuring 30,,224.85 sq.mtrs and bearing Survey Nos.300, 301, 302/1 situated at Village Netivali, Taluka Kalyan, District Thane, under acquisition.

THE SECOND SCHEDULE ABOVE REFERRED TO

FIRST: ALL those pieces or parcels of land or ground admeasuring 12,646.36 sq.mtrs under G Zone and bearing Survey Nos.11 and 12 situated at Village Kachore, Taluka Kalyan, District Thane.

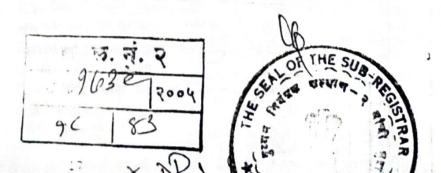
SECOND: ALL those pieces or parcels of land or ground amdeasuring 27,294.26 sq.mtrs of surplus vacant land bearing Survey Nos.26(Part). 27(Part), 29(Part), 29/2, 32, 28(Part), 33 & 37 situated at Village Netivali, Taluka Kaiyan, District Thane.

THE THIRD SCHEDULE ABOVE REFERRED TO

ALL those pieces or parcels of land or ground bearing Survey Nos.26 (now bearing New Survey No.26A/1/1) and 27 of Village Netivali and Survey Nos.11 and 12 (now consolidated and bearing Gat No.23) of Village Kachore totally admeasuring 26416.5q.mtrs. which is part of exempted area under section 20 of the UL (C&R) Act, 1976 situated in Taluka and Registration Sub-District Kalyan and District Thane.

THE FOURTH SCHEDULE ABOVE REFERRED TO

- Common Passages
- Lift in 7 storeyed building, No lift in 4 storeyed building.
- Landing and Staircase
- Overhead Water Tank
- Common Plumbing Line, Sewerage Line and Drainage Line
- Meter Room/Cupboard
- Common Terrace
- Appurtenant Land of the building.
- Common Lights
- Water Meter, Suction Tank and Pump Room with pumps and other accessories.



IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals and day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED)	1 11
by the withinnamed Developers	
LOK HOUSING AND CONSTRUCTIONS) for LOK HOUSING AND	
LIMITED in the presence of	
) DIRECTOR/ O AUTHORISED SIGNATORY	
SIGNED, SEALED AND DELIVERED)	
by the withinnamed Purchaser/s	
Mr. Mrs. Miss/Ms Nishant	
Baburao Naikade	
in the presence of)	
Myhader Kolambkar)	
RECEIVED on or before the day and the year herein above written of	
and from the withinnamed Purchaser(s) the sum of	
Rs 140000 (Rupoes One Lac Forty	
only) being the amount of advance payment and	
deposit within mentioned by the Purchaser(s) to be paid to us.	
We say received	
for LOK HOUSING AND CONSTRUCTIONS LTD THE	SUB-PA
Clore and Comments	7 6
DIRECTOR/AUTHORISED SIGNATORY	TA STATE OF THE ST
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Lok Bharati Complex	2
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महानगरपालिका, कल्याण जावक क्रमांक / कडोमपा / नरिव / बांप | स्थान | 233- द कल्याण - डोंबिवली महानगरपालिका कार्यालय, कल्याण दिनांक: 2-8- (- 2000 1.10 श्री 🕈 धीनती इरानां व इतर कु मु. प. यार्क श्री. 31119 292 विषयः स. नं. /१६३न, २७ [—] **क्रि**. स. नं, 99,92 हि. नं. ⁻ माज को नी न रही , का पारे येथे बांधकाम वन्ण्याच्या मंजुरी बाबत. संदर्भ : आपला दि. १८५० २००७ ट्रिक आक्रिटेकर वास्तु शिल्पकार यांचे मार्फत सादर केलेला अर्ज महाराष्ट्र प्रादेशिक व नगर रचना आधिनियम १९६६ चे कलम ४५ अन्वये सि. स. नं स. नं. 2531 (20 व 25.26.35 चो. मि। मूर्खें अर्च्या विकोस करावयास मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९ चे कलम २५३ अन्वये बांधकाम करण्यासाठी केलेल्या दि. अधी २००१ च्या अर्जास अनुसक्तन पुर्वेल शर्तीस अधिन राहून तुमच्या मालकीच्या जागेत हिरय्या रंगाने दुरूस्ती दाखविल्याप्रमाण क्वाकर / स्वीकट, तळमजला, पहिला मजला व दुसरा मजला, तिसरा मजला, **चौथा** मजला रहाणेखाळी दुकाने / **आक्रिश** / रमाजाना / छॉटशीव्स / शाकेस्ताठी / स्थित वाडे मितीच्या इमारतीच्या बाधकामा बाबत, बाधकाम परवाना / प्रारंभ पत्र देएयात येत आहे. असरितू सी १ ते सी - 3 उनानी -: अटे इमारत उर्न-१ ते अन-३ त्ळ +चार मण्ल -: अदी :- अमर्ग की-१ ने की- ह तळ +सान मण्डे नर्छ। क्रांक ए-। ही बांधकाम परवानगी दिल्याचे तारखेपासुन एक वर्ष पर्यंत वैद्य असेल. नंतर पुढील वर्षासाठी परवानगीचे नूतनीकरण मुदत संपणे आघी करणे आवश्यक राहिल. अशा प्रकारचे नुतनीकरण फक्त तीन वर्ष कण्ता येईल. वैध मुदतीत बांघकाम पूर्ण करणे आवश्यक आहे. नुतनीकरण करतांना किंवा नवीन परवानगी घेताना त्यांवेळी अस्तित्वात आलेल्या नियमांच्या व निय्रोजित विकास आराखड्याच्या अनुषंगाने छननी करण्यात येईल. ₹. रंगाने केलेल्या दुरूस्त्या आपल्यावर बंधनकारक राहतील. भ जिल्हाधिकारी वर्ण, याजकङून बाधकाम चालू करावयाचे अगोदर बिनशेती परवानगी घेण्याची जबाबदारी 3. तुमच्यावर राष्टिल व बिन शेतीच्या परवानगीची एक सत्य प्रत काम सुरू करावयाचे पघरा (१५) दिवस अगोदर बांचकाम चालू करण्यापूर्वी (७) दिवस आधी महापालिका कार्यालयास लेखी कळविण्यात यावे. ٧. ही परवानगी आपल्या मालकाच्या कबजातील जमीनी व्यतीरीक जमीनीवर बांघकाम अगर विकास करण्यास हक्क 4. बांधकाम या सोबतच्या मजूर केलेल्या नकाशा प्रमाणे आणि घालून दिलेल्या अटीप्रमाणे करता येईल. जोत्या पर्यंत बांधकाम झाठ्यानंतर वास्तु शिल्पकाराचे मंजूर नकाशा प्रमाणे बांधकाम केल्या बाम्रतचे प्रमाणपन्न, महानगरपालिकेस सादर करण्यात यावे व त्या नंतरच जात्यावरील बांधकाम करावे. प्लॉटचे हटीत हमारती मोवती मोकळ्या सोखवयाच्या ागेत बदल करू नये व स्थामध्ये कोणस्याडी प्रकारचे बांधकाम बांचकामात कोणत्याही प्रकारचा फेरफाए पूर्व परवानगी चेतल्याशिवाय करू नये. तसे वे त्याचे आढळून आल्यास 9. इमारतीच्या शंधकामाच्या सुरक्षितेची (स्ट्र कचरल संप्ये) जबाबदारी सर्वस्वी आपल्या वास्तुः शिरूपकार व स्थापत्य माधकाम पूर्णतेच्या दाखला नापर परवानगी घेतल्याशिवाय इमारतीचा वापर करू मुस्करणसाटी जीवार ज्या प्रमाणे दाधकाम पूर्ण काले आहे, त्याचा नकाशा वास्तू शिल्पकार व स्थापत्य विश्वीत प्राप्त विद्वीत नमुन्यातील विश्ववल्यासह (३ इतीत) इतर आवश्यक कागद पश्चामह सादर क्ररण्यात यावा.

१३३२) पीन्याय पंती महायाति कर्ताल कुपल्यातेन्सर दिल क्तरिक क त्यासाही तो निर्देश निर् यावी

- नकाशात ः राविलंत्या गाळ्याच्या संख्येमध्ये व नियोजनामध्ये पूर्वपरवातगी शिवाय बदल करू नये. 93
- नवीन इमान्त्रीस मंजूर नकाशे प्रमाणे सेप्टीक टॅक पा**हिजे व संडांस भविष्य कांळात जवळच्या मलनिस्सरण नलिक**रा 98 स्यख्यांन अगर अभियता यांचे परवानगिने जोड़ णे आवश्यक राहिल, सेप्टीक टॅंक़ विहीरी पासून कमीत कमी ५० फूट अंतरावर असणे आवश्यक आहे
- साङ्गाण्याच व पागोळ्याचे पाणी महानगरपालिकेच्या गटारात स्वय्यचीने नगर अभियंता याच्या पसंती प्रमाणे सोडावे 94. लागेल. सन्ड पाण्याच्या बाबतीत आरोग्य खात्याचे प्रमाणपत्र असल्या शिवाय वापर परवाना देण्यात येणार नाही.
- बाधकामारः भटेरीयल रस्त्यावर टाकावयाचे झाल्यास महानगरपालिकेच्या बांधकाम खात्याची परवानगी घ्रेणे 39 आवश्यक ाहील व त्या हरिता नियमाप्रमाणे लागणारी रक्कम (व दंडझाल्यास त्या रक्कमेसहीत) भरार्था लागेल.
- बाधकामः । वेळो निरूपयोगी माल (मर्ट्सीयल) महानगरपालिका सांगेल त्या ठिकाणी स्वखर्चाने वाहून टाकला 30
- बाधकामः ा समोवताली सोडलेल्या खुल्या जागेत कमीत कमी १) अशोक, २) गुलमोहर, ३) चिंध, ४) निलगिरी, 90 ५) करज ंकी एकूण दहा झाडे लावून त्यांची जोपासना केली पाहिजे तसेच सद्या अस्तीत्वात असलेली झाडे तोड्ण्याप्ः परवानगी घेणे बंधनकारक आहे.
- नकाशात राखविल्याप्रमाणे बांधकामाचा फक्त राहणेसाजी / वाणिज्य / अंक्षिक / अंक्षिक उपयोग करावा. 99.
- नागरी जमीन कमाल मर्यादा अधिनियम १९७६ मधील तरतूदी प्रमाणे जागा बांधीत होत असल्यास त्याची सर्वस्वी 20 जबाबदारी आपलेवर राहिल.
- जागेतून िया जागेजवळून अतिदाब विद्युतवाहिनी जात असल्यास बांधकाम करण्यापूर्वी संबंधीत खाल्याकडून ना 39 हरकत दावला धतला पाहिजे.
- जाया नहान्तर्ग किंवा रेल्वे मार्गास सन्मुख लागून किंवा जवळ असल्यास संबंधीत खात्याकडून बांधकाम करण्यापूर्वी 22. ना हरकत शखला धेतला पाहिजे.
- दाधकाना ः उक्तिया इनारतीकडे जाण्या येण्याच्या मार्गाची जबावदारी सपूर्णपणे आपलेकडे राहिल. बांधकाम परवानगी ियोजित रस्त्याप्रमाणे दिली असल्यास त्या रस्त्याचं काम महानगरपालिकेच्या सोयी प्रमाणे व प्राधान्यते प्रमाणे कले जाईज व तसा रस्ता होई पावेतो इमारतीकडे जाण्या येण्याच्या मार्गाची जबाबदारी सर्वस्वी आपली राहील.
- जागेत जुने नाउँकस असल्यास त्यांच्या बाबत योग्य ती व्यवस्था करायची जबाबदारी मालकाची राहील व मालक 37 - भाडेकरू वामध्ये कोही बाद असल्यास किंवा निर्माण झाल्यास त्याचे निकारण मालकाने करणे आवश्यक राहील य त्याबादतांत महानगरपालिका जबाबदार राहणार नाही.
- सदर जागंत्न पाण्याच्या नैसर्गीक निचरा होत असल्यास तो इकडील परवानगी शिवाय वळवू अथवा बंद कक्त नये.
- सदर प्रकरणी चुकीची अपूर्ण माहिती दिली असल्यास सदर बांधकाम प्रवानगी रद्द करणेत येईल. 35
- सदर जांग िर्वार असल्यास ती इकडील परवानगी शिवाय बुजवू नये. 36
- ल्यायर मध्याच्या पाण्याचे कवेक्शन मिळण्याकरिता महानगरपालिकेवर अयाक्टारी सहणार नाही 26 े ः ।पेष्णास्। ते महानगरपालिका हमी घेणार नाही.
- सदर जां... दाधकाम करण्यागबतचा पूर्वीचा परवाना असेल तर ती या प्दारे रह झाला असे समजण्यात यावे. 28
- गटाच व पाटसाच्या पाण्याचा निचरा होणेकरिता महानगरपालिकचा गटारास जोड्णेसाठी पक्च्या स्वसपाची गटारे 30 बांघाबीत 303) में रा वि में कर्न वीज पुरवह। विव्यासक डो म पाची हरका निर्देश 39.

बाधकामालाठी व-पिण्याच्या पाण्यासाठी नळाचे कनेक्शन मिळणार नाही त्यासाठी बोअरवेलचे काम करावे लागेल. 32.

मृख्डासमारील रस्ता पक्त्या स्टलपात त्यार केल्याख्रेरीज व्याप परवाना मिळणार नाही जनाम्या हा। इमारताच्या भारताच्या मार्टिक हिन्नीच सर्भि एं होति न द्वेता आर्तासिंह हे समेती का दिश्वि केत बांधकाम परवानगी हे भेविष्य ।त र रेता के रिन्युगासादी जाता कारात्यास त्ये कु व्यक्तिका त्यापासीक अस्ति निर्मातिका। ३०० दि न अना हता क्या प्रमान का में अस्ति का माने अस्

KIRTI R. MEHTA ARCHITECT

प्रत CA 82.6740 - आयुक्त, अनिधकृत बांधकास विभाग, 🤝 वार निर्धारक व सकलक

वान्याण - अधियली महानगरम्भानम् ३८

बांधकाम परवा क्य मजूरी करणाऱ्याची सही Dynam

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