### Adlava Bida Housias Fincincealing

Date 11/1/1/2021

Reference No. NOC/ABHIT / Web Laterprises/Pride Troughts/006

10 M/s Prodo Enterprises Near Obetha School, Pisavak Irinsa No. 11. Survey No. 12. Pipe Line Read, Freeway NV, Respons Inano, Maharashtra 471306

Orser Sic.

With reference to your request for our florObjections.conflicate (NOC) for sale/pression of mortgage for the unvillation Project "Printe beights" oriusted at Kalyan, known is Pride Heights On Land bearing land bearing Survey No. 12, Hinsa No. 13 of Village Priavari. New Oon Bosco School, Pipoline Road/Millanged Road, Off Kelyan - Shilohata Road, Priavals, Kerjan

endania - Kalean, Dianet - Ihang, Mahamanica - 421106 armentioned below. Photos Trans Lat Fight No In Flace Floor No. & Tower No. RERA Carpet Area (m vo. lt.) 387,5 sq.ft. Shadhan rayi kumar singh & rayi bumar ramesh kumar singh Itame of Purchaser MOOM NOTICE SAIDARSHANAPARTMENT, HEAR ADIVAU TALAY, VALYAN Communication Address east 112130g 学的情 3552313719 Contact No PAN Detalit EMPSSOBEL ( 35,50,000/-Total Sales Consideration (en RE.) Amount received till date (in its.) 79000/-Self-Funding Kame of home loan lender (Fony) ...

- This consent hereby prentied is restricted to creation of most page for the flat / unit as stated above in order to enable take and unit to the parchases of will install anything contained herein, the consent nereby granted shad not authorite Borrower / Mortgafor to fell any other that / whit in the said project without appring an MOC to Active through finance and thereballing and training of Allier on all other accurates mortgaged to, you said remain unchangud.
- Age of the tolerand the second passed by them to the Borrower/ The consent hereby grapted is subject to purchase Mortgaror as considerablement Principles d antilito A/C No. 0173102000044759 excrew /marter conection occomit Aproximit postublishing p will IDBI Bank for this purpose. The proceeds in the said necessify that he interest solving continues to the continues of the continues of the standard of the standard

GO HORIDI Gris Ella Manufull Charles will singst piniture far montioned in NOC) post NOC annue through the region of the region of the region of the region of the recipes

and the property

disgisterna Office. Union Augus Composed Irland 102 260 July 260 TIL 185922612009F1 CD81779





To The Assistant General Manager State Bank of India RACPC, Those

DATE: 18/11/2023

Dear Sir, 1-We, PRIDE HEIGHTS, and here by certify that;

1. IAVe have transferable rights to the property described below, which has been allotted by mous to Mrs. Shabnam Ravi Kumar Singh, & Mr. Ravi Kumar Ramesh Kumar Singh, herein after referred to as "the purchasers", subject to the due and proper performance and compliances of all the terms and conditions of the Allotment Leger/Sale Agreement dated 25" Out 2023 (herein after referred to as the "Sale document")

	THE RESIDENCE OF THE PROPERTY
Description of the property	
Flat No. House No.	104
Building No Name	Building 10,2-, PRIDE HEIGHTS
VIOLNO-300	Surveymo.12.14lssa.no.11
Street No./Nume	NEAR CHETNA SCHOOL PIPE LINE ROAD
Locality-Name	PISAVALI
Area Name	Pishyali Kalyan East
City Name	Knlynn
Pin Code	421 306

- 2. That the total consideration for this transaction is Rs. 35,50,000/- (RUPESS Thirn Pive Lakh Fifty Thousand Only Atowards sale document:
- 3. The title of the property described above is clear, marketable and free from all encumbrances and double.
- 4. If ye confirm that I we have no objection whatspever to the said purchasers, at their own costs, charges, risks and consequences mortgaging the said property to SIAII BANK OF HUDIA (hardin after referred to as "the Bank") as security for the amount admired by the Bank to their subject to the due and proper performance and compliques of all the terms and conditions of the said document by the said purchasers.

PRIDE ENTERPRISES

Corporate Altares

STRUEY DO FIZHESA NO SITENEAR CHETWASICHOOLFRIPELINEROAD, PISAVALI, KALYAN (E) PIN - 421 306

- 5. We have borrowed from (Aditya Birla Housing Pinance Ltd.) whose NOC for this transaction is enclosed herewith ! We have not borrowed from any financial institution for the purchase Idévelopment of the property and have not created and will not create any encumbrances on the property allotted to the said purchasers during the currency of the loan sanctioned to be sanctioned by the Bank to them subject to the dire and proper performance and compliances of all the terms and conditions of the sale document by the said purchasers.
- 6. After creation of proper charge/mortgage and after receipt of the copies there of and after receipt of proper nomination in favor of the Bank, from the said purchasers, we are Agreeable to accept State Bank of India as a nominee of the above named purchaser for the property described above and once the nomination favoring the Bank has been registered and advice sent to the Bank of having done so, I/We note not to change the same without the written NOC of the Bank.
- 7. After creation of charge/mortgage and after receipt of the copies thereof and after receipt of the proper nomination in favor of the Bank; from the above named purchaser. I/We undertake to inform the society about the Bank's charge on the said flat as and When the society is formed.
- 8. Please note that the payment for this transaction should be made by crossed cheque/Transfer of funds flavoring PRIDE ENTERPRISES RERA A/C Ace No: 0123102000044758, IDBI Bank Vashi Branch IFSC CODE: 1BKL0000123
- 9. In case of cancellation of the sale agreement for any reason. I/We shall refund the amount by crossed cheque favoring the Bank A/C Mrs Mrs. Shabnam Ravi Kumar Singh, & Mr. Ravi Kamar Ramesh Kumar Singur forward the same to you directly.
- 10. The signatory to this letter draws authority to sign this undertaking on behalf of the company/firm vide PARTNERSHIP DEED DATED 29 Th August 2019.

Yogrs faithfully; Name - Yngint D. Khanju Designation PARTNER Place-KALYAN Date = 18/11/2023

SAME ENTEROMINACE

PRIDE ENTERPRISES:

Corporate Address

AV HIEST, TIDEM MEAR CHETHASCHOOLE PIPE LINE ROAD, PISAVAL .i, Kalyan (e) pin - 421 306.



Date:18/11/2023

Mrs. Shabnam Ravi Kumar Singh, Mr. Ravi Kumar Ramosh Kumar Singh

### SUB: DEMAND LETTER FOR PAYMENT

DEAR SIR

BY THIS LETTER WE WANT TO INFORM YOU THAT YOU HAVE BOOKED A FLAT IN OUR PORIECT "PRIDE HEIGHTS", IN THE BUILDING NO.2 FLAT NO. 104, 1<sup>ST</sup> FLOOR.

AS ON TODAY, THE WORK COMPLETED IS 90% AS PER THE WORK CERTIFY YOU HAVE TO PAY PROPERTY ON AREA AMOUNT, SO WE WOULD LIKE TO REQUEST YOU KIDNLY PAY THE FOLLOWING AMOUNT ON OR BEFORE 27 Oct 2023.

AGREEMENT VALUE

-35,50,000/-

Development

2,40,000/-

GST1%

35.500/

Maintenance Charges

TOTAL

38,90,300/

Maria Company

49.44 A 1967 \* 4

LESS AMOUNT PAID:

90% WORK CERTIFY VALUE

3,90,300/-

BALANCE AMT TO PAY:

31,10,970/-

MAKETHIS PAYMENT ONTIME TO AVOID INTEREST 24% P.A.

Pay For Names.

PRIDE ENTERPRISES RERA A/C

Account No. 0123102000044758

IFSC CODE: IBKL0000123

IDBLBANKVASHI BRANCH

For PRIDE ENTERPRICES

MARTNER

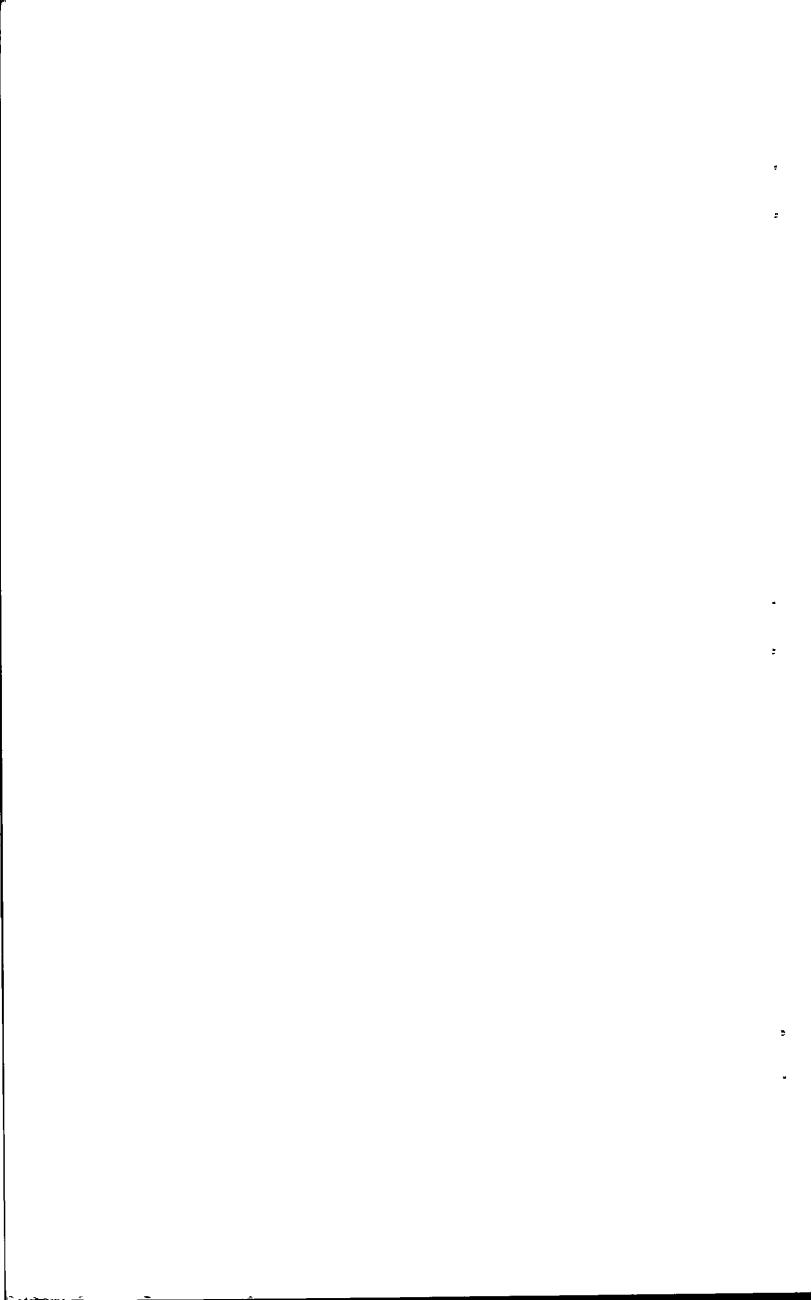
THANKING YOU.

PRIDE ENTERPRISES

Corporate Addition

JRYEY NO 121 HISSANO: 11 NEAR OHETHA SCHOOL PIRELINEROAD PISAVALI, KALYAN (E) PIN - 421 300

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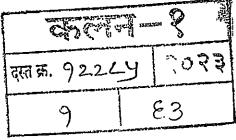
Original/Duplicate पावती 70/12285 नोदणी क्रं. :39म Wednesday, October 25, 2023 Regn.:39M 5:49 PM दिनांक. 25/10/2023 पावनी कं.: 15493 गावाचे नाव: पिसवली दम्तऐवजाचा अनुक्रमाक: कलन1-12285-2023 दस्तऐवजाचा प्रकार : करारनामा सादर करणाऱ्याचे नाव: शबनम रवि कुमार सिंह - -रु. 30000,00 नोंदणी फी **ਓ. 1260.00** दस्त हाताळणी फी पृष्ठांची सख्या: 63 **স. 31260.00** एकूण: आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 6:08 PM ह्या वेळेम मिळेल. वाजार मुल्य: रु.1737000 /-मोबदला रू.3550000/-भरलेले मुद्रांक शुल्क र रु. 248500/-1) देयकाचा प्रकार: DHC रक्कम: रु.1260/-डीडी/धनादेश/पे ऑर्डर क्रमांक: 1023259509244 दिनांक: 25/10/2023 वँकेचे नाव व पना: 2) देयकाचा प्रकार: eGhallan रक्कम: रु.30000/-डीडी/धनादेश/पे ऑर्डर क्रमांक: MH009999033202324E दिनांक: 25/10/2023 वँकेचे नाव व पना:

Cari Kyonaro

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		मुल्पाकन पत्रक	( शहरी क्षेत्र - बाधीव )		October 2023,03 23 26 PM
luation ID 202	310255556			2)	October 2025,03 25 20 1 ता कलन्।
मूल्यांक नाचे वर्ष जिल्हा मूल्य विभाग उप मूल्य विभाग क्षेत्राचे नाव	2023 ठाणे तालुका कल्याण 40/114-मीजे पिसव Kalyan/Dombiva	ाली गावातील गावठाणाल l Muncipal Corporation	गतच्या बिनशेती/रहिवास 1 सर्व्हे नंबर /न <u>भू</u>	क्षेत्रातील मिळकती क्रमांक सर्व्हे नंबर#12	
वार्षिक मूल्य दर तक्त्यानु खुली जनीन 8800	सार मूल्यदर रु. निवासी सदनिका 35700	कार्यालय 42400	दुकाने 51600	औद्योगीक 42400	मोजमापनाचे एकक चौ मीटर
बांधीव क्षेत्राची माहिती बाधकान क्षेत्र(Built Up)- बांधकानाचे वर्गीकरण- उद्ववाहन सुविधा -	48 631चौ मीटर 1-आर सी सी आहे	मिळकतीचा वापर- मिळकतीचे वय - मजला -	निवासी सदनिका 0 TC 2वर्षे 1st To 4th Floor	मिळकतीचा प्रकार- बाधकामाचा दर- कार्पेट क्षेत्र-	बांधीव Rs 26620/- 44 21चौ  मीटर
मजला निहाय घट/वाढ	Property constructed aft गीचा प्रति चौ  मीटर मूल्यदर	= 100 / 100 A =((खार्षिक मल्य	ipply to Rate- Rs 3370	। घसा-यानुसार टक्केवारी )+ खुल्या ज	मिनोचा दर )
A)   मुख्य मिळकतीचे मूल	प	= Rs 35700/ = वरील प्रमाणे मूल्य द			
1		= 35700 * 48 631			
		= Rs 17361267/-			. <u></u>
Applicable Rules	= 3, 9, 18, 1	9		प्राप्ति भूजायस्त्री साल्यानी) + व	गैल गळीचे मत्य +
एकत्रित अंतिम भूल	= A + B + 0 = 1736126 = Rs 17361	C+D+E+F+G+H 7+0+0+0+0+0+	0+0+0+0 +1+J	गतच्या गच्चीचे मूल्य(खुती बाल्कनी) + वर् त्री भीवतीच्या खुल्या जागेचे मूल्य + बदिस्त	बात्चानी – र्क्त्रयचलित

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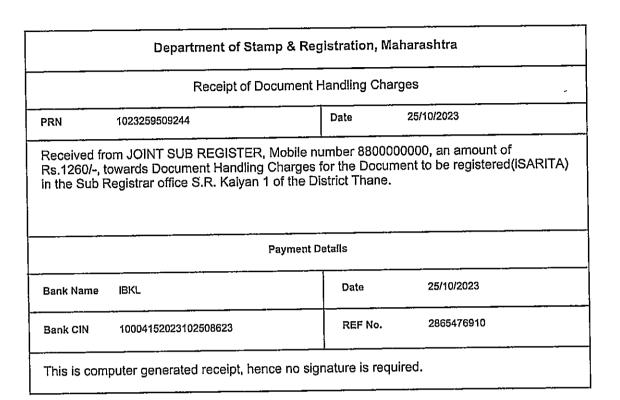


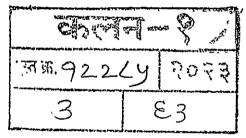
### CHALLAN MTR Form Number-6



GRN MH009999033202324E	BARCODE		I ITHIMALINI TI I DHT AI	Dat	e 25/10/2023-13:36	6:41	Form	ID	25.	2	
Department Inspector General	Of Registration				Payer Detail	s					
Stamp Duty			TAX ID / TAN	(If Any)							
Type of Payment Registration Fo	ee		PAN No.(If Ap	oli <b>c</b> able)	EMHPS9083L						
Office Name KLN1_KALYAN N	O 1 SUB REGISTRAR		Full Name		SHABNAM RAVI K	UMAF	R SIN	IGH			
Location THANE											
Year 2023-2024 One T	ime		Flat/Block No	· ·	PRIDE HEIGHTS,	BLD	G N	10.02,	1ST	FLC	OR
			Premises/Bu	ilding	FLAT NO.104						
Account Head D	etails	Amount In Rs.							_		
30046401 Stamp Duty		248500.00	Road/Street		PISAVALI						
0030063301 Registration Fee		30000.00	Area/Locality	,	KALYAN THANE						
			Town/City/Di	strict							
			PIN			4	2	1	3	0	6
			Remarks (If	Апу)							
			SecondPartyl	Name=M	S PRIDE ENTERPR	ISES-	~				
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					- <u></u>						
			Amount In	Two La	kh Seventy Eight The	ousan	id Fiv	e Hun	dred l	Rupe	е
otal		2,78,500.00	Words	s Only	<u> </u>						
Payment Details ID	BI BANK			j	FOR USE IN RECEIV	/ING	BAN	К			
Cheq	ue-DD Details	42%	1 T. 1	Ref. No.	6910333202310	25146	598 2	28351	11680	)	
Cheque/DD No.	कीर्ष	Soft work	Bank Date	RBI Date	25/10/2023-13:3	7:56	ń	Vot Ve	rified	with F	₹ВІ
Name of Bank	इस्त क्र. 9 2 2	(41:3	Benk-Branch		IDBI BANK						
Name of Branch	7		Scrol No. , C		Not Venified with	Scro	ile				
Department ID : NOTE:-This challan is valid for सदर चलन केवळ दुख्यम निबंध नाही :	document to be regia क कार्यालयात नोदणी	tered in Sub Reg कुरावयाच्या दस्ता	istrac office or त्याठी लागु आ	nly. Not : है - नोद	valid for unregister जी न करावयाच्या व	Mobil ed do दस्तार	le No cum साठी	. : ent, सदर	98 चलन	80000 र लाव	गु गु
-11011	STATE OF THE PARTY	7.00	,								

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(IS)-70-12285

### CHALLAN MTR Form Number-6



GRN MH009999033202324E	BARCODE IIIIIII		E COMIMO   M. 11   1 MA	III Date	3 25/10/2023-13.3	5.41	FOIII	. 10	20.	.2	
Department Inspector General	Of Registration				Payer Detai	ls 					
Stamp Duty			TAX ID / TAI	N (If Any)							_
Type of Payment Registration F	ee .		PAN No.(If A	pplicable)	EMHPS9083L						
Office Name KLN1_KALYAN N	O 1 SUB REGISTRAR		Full Name		SHABNAM RAVI K	UMA	R SIN	1GH			
Location THANE											
Year 2023-2024 One T	ime		Flat/Block N	io.	PRIDE HEIGHTS	, BLC	)G N	10.02,	157	FLC	OOR,
		<del></del>	Premises/B	uilding	FLAT NO.104						
Account Head D	etails	Amount In Rs.			•						
0030046401 Stamp Duty	,	248500,00	Road/Street	t	PISAVALI						
0030063301 Registration Fee		30000 00	Area/Locali	ty	KALYAN THANE						
7			Town/City/E	District							
			PIN	-		4	2	1	3	0	6
			Remarks (If	Any)							
505			SecondParty	yName=M	S PRIDE ENTERPR	ISES-	~				
DELACEO											
₹278500.00											
FFACE			Amount In	Two Lak	th Seventy Eight Th	ousan	ıd Fiv	e Hun	dred	Rupe	е
Total		2,78,500.00	Words	s Only							
Payment Details 1D	BI BANK			F	OR USE IN RECEIV	/ING I	BANI	<b>&lt;</b>			
Chequ	ue-DD Details		Bank CIN	Ref. No.	6910333202310	25146	98 2	83511	1680	)	
Cheque/DD No			Bank Date	RBI Date	25/10/2023-13:3	7:56	<u></u> \	lot Ve	rıfied	with f	RBI
Name of Bank			Bank-Branc	h	IDBI BANK						
Name of Branch			Scroll No. , i	Date	Not Verified with	ı Scro	dl				
Department ID . NOTE:-This challan is valid for रादर चटान केवल दुम्यम निवधा नाही .	व कार्यात्तर अशिस्पी	क्रियमिंग Sub द्विद्धाः क्रियम्बर्धाः देख्नाः	साठी 'त्युंग अ	only. Not v प्रशे व्योदा	alid for unregistera गी न करावसाच्या द	Mobile ed doe इस्ट्रास	e No cume Tiol	ः ent राटर			ī] 00000
	इस्त क्र. 922	<u> </u>	43								
Challan Defaced Details	8	٤3									
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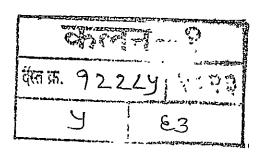
IGR124

Print Date 25-10-2023 05:52:33

30000.00

GRN: MH009999033202324E Amount: 2,78,500.00 Bank: IDBI BANK Date: 25/10/2023-13:36:41

2	(iS)-70-12285	0005251471202324	25/10/2023-17:48:58	IGR124	248500 00	
			Total Defacement Amount		2,78,500.00	۱ '







### **Receipt of Document Handling Charges**

PRN 1023259509244 Receipt Date 25/10/2023

Received from JOINT SUB REGISTER, Mobile number 8800000000, an amount of Rs.1260/-, towards Document Handling Charges for the Document to be registered on Document No. 12285 dated 25/10/2023 at the Sub Registrar office S.R. Kalyan 1 of the District Thane.

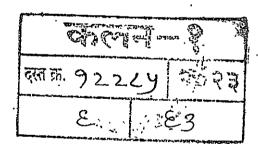
Payment Details

DEFACED

1260

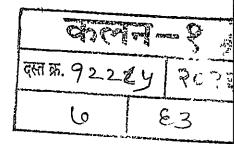
Bank Name IBKL	Payment Date 25/10/2023
Bank CIN 10004152023102508623	REF No. 2865476910
Deface No 1023259509244D	Deface Date 25/10/2023

This is computer generated receipt, hence no signature is required.





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### AGREEMENT BETWEEN PROMOTERS AND ACCOUNTE

FLAT NO. **104** on **1**<sup>st</sup> FLOOR, BLDG NO.**02**,

BLDG. KNOWN AS "PRIDE HEIGHTS" SURVEY NO.12, HISSA NO.11, VILLAGE PISAVALI, TALATHI SAJA NETIVALI, TALUKA-KALYAN & DIST. THANE

RERA CARPET AREA IN SQ.MTRS. : 36.00 Sq.Mtrs + 8.21 Sq.Mtrs Balcony

SALE PRICE : RS.35,50,000/-

STAMP DUTY : RS.2,48,500/-REGISTRATION FEE: RS. 30,000/-

THIS AGREEMENT is made and entered into at Kalyan, on this  $25^{th}$  day of October 2023.

#### **BETWEEN**

Lar Kurait

Vision 1

Snabhamsingh

M/S. PRIDE ENTERPRISES (PAN NO. AAXFP8786H), through its Partners 1) MR. NATHUSINGH NANDARAM GODARA 2) MR. KANTILAL HANSRAJ BHANUSHALI 3) MR. DEEPAK KESHAVJI CHHEDA 4) MR. VASANT DAYARAM KHANIA, having business address at Survey No.12, Hissa No.11, Near Chetna School, Pipe Line Road, Pisavali, Kalyan (E) PIN — 421 305, hereinafter referred to as "THE PROMOTERS" (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its heirs, successors executors, administrators and assigns) of the FIRST PART,

### <u>AND</u>

1) MRS. SHABNAM RAVI KUMAR SINGH aged 35 years, (PAN NO. EMHPS9083L), (AADHAAR NO. 8401 0061 0747), Residing at- Flat No. B-303, Radhey Residency, Vichumbe, Panvel, Raigarh- 410206, 2) MR. RAVI KUMAR RAMESH KUMAR SINGH aged 37 years, (PAN NO. CQWPK0205K), (AADHAAR NO. 5349 9795 5665), an adult, Indian Inhabitant, Residing at-Room No. 103, Sai Darshan Apartment, Near Adivali Talav, Adivali-Dhokali, Kalyan (East), Tal- Kalyan, Dist- Thane- 421306, hereinafter referred to as "THE ALLOTTEE" (Which expression shall unless it be repugnant to the context or meaning thereof he deemed to mean and include his heirs, successors executors, administrators and assigns) of the SECOND PART.

DESCRIPTION OF PROPERTY

FLAT NO.	<u>FLOOR</u>	BLDG NO.	SURVEY NO.	HISSA NO.
104	1 <sup>st</sup>	02	12	11

BUILDING NODE

: "PRIDE HEIGHTS"

: VILLAGE **PISAVALI**, TALATHI SAJA NETIVALI, TALUKA-KALYAN & DIST. THANE.

RERA CARPET AREA IN SQ.MTRS. : 36.00 Sq.Mtrs + 8.21 Sq.Mtrs. Balcony

SALE PRICE: Rs.35,50,000/- (Rupees Thirty Five Lakhs Fifty Thousand Only).

hereinafter referred to as 'THE SAID FLAT'

### **WHEREAS:**

As per Satbara Utara given by Talathi Saja Netivali, Taluka-Kalyan, Dist-Thane, 1) MR. MANSOOR KALABHAI ZHOJWALA, 2) MR. YUSUF ABBASBHAI ZHOJWALA, are the original owners of Survey being Survey No.12, Hissa No.11, Area (H-A-P)- OH-57A-20P, Area in Sq. Mtrs. 5720, situated at Village Pisavali, Talathi Saja Netivali, Taluka-Kalyan, Dist-Thane. (hereinafter referred to as "THE SAID PROPERTY")

(In Yuman)

shabnam singh Soft

द्स्त छ.

### **AND WHEREAS**

The Original Owners are holding the land total admeasuring 5720 Sq. Mtrs. out of which MR. MANISH UDHAV RUPCHANDANI has purchased actual land 4380 Sq. Mtrs. (part of the land) from Original Owners as per his requirement by executing Agreement For Sale (साठेकरार) Dated-02.01.2020 and Irrevocable Power of Attorney (कुलमुखत्यारपत्र) dated 02.01.2020 and the same has been Registered at the Office of Sub Registrar Assurance Kalyan-2, Vide Document No. KLN2 – 96 / 2020 and KLN2 – 97 / 2020 respectively, Dated: 02.01.2020

### **AND WHEREAS**

The said MR. MANISH UDHAV RUPCHANDANI is absolutely seized and possessed of or otherwise well and sufficiently entitled to as an Owner of Survey being Survey No.12, Hissa No.11, Area (H-A-P)-0H-43A-80P, Area in Sq. Mtrs. 4380, situated at Village Pisavali, Talathi Saja Netivali, Taluka-Kalyan, Dist.Thane.

### **AND WHEREAS:**

By an Order bearing Serial No.महसूल/टे—२/जमीनबाब—१/रुपांतरणकर/ एसआर — १०३/२०२०, दिनाक ०९/०२/२०२१ and on the terms and conditions set out therein, the Collector of Kalyan and Competent Authority appointed under the Maharashtra Land Revenue Code, 1966 has in respect of the said property granted permission for the Non Agricultural (NA) use for development of residential and commercial complex. The Owners have accordingly commenced construction of the said Building in accordance with the said Plans.

#### **AND WHEREAS**

By Agreement For Sale (साठेकरार) dated 30<sup>th</sup> June 2020 made between the said Owners 1) MR. MANSOOR KALABHAI ZHOJWALA, 2) MR. YUSUF ABBASBHAI ZHOJWALA, 20 MR. MR. MANISH UDHAV RUPCHANDANI of the one part and M/SOPRIDE ENTERPRISES, through its Partners 1) MR. NATHUSINGH NANDARAM GODARA, 2) MR. KANTILAL HANSRAJ BHANTISHALI, 3) MR. DEEPAK KESHAVJI CHHEDA, 4) MR. VASANT (AVARAMENTAL) CHEEPAK (HANIA (hereinafter referred to as the said "Promoters") of the said Owners agreed to sell and the said Promoters agreed to purchase portion of the said lands admeasuring 4380 Sq.Mtrs. or thereabouts for the consideration and on the terms and conditions therein contained.

#### **AND WHEREAS**

The said Agreement For Sale (साठेकरार) dated 30<sup>th</sup> June 2020 has been registered at the Office of Sub Registrar Assurance Kalyan-4, Vide Document No.KLN4-4678/2020, Dated: 30.06.2020.

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### **AND WHEREAS**

Pursuant to the said Agreement For Sale (साठेकरार) dated 30<sup>th</sup> June 2020, the said owners executed Power of Attorney in favour of Partners of the Promoters on 30<sup>th</sup> June 2020, interalia, authorizing the Promoter to do and carry out various acts, deeds, matters, and things for and on behalf of the said owners as contained therein. And the said Power of Attorney dated 30<sup>th</sup> June 2020 has been registered at the Office of Sub Registrar Assurance Kalyan-4, Vide Document No. KLN4-4679/2020, Dated: 30.06.2020

### **AND WHEREAS**

By Sale Deed (कायम फरोक्तखत) dated 21st June 2021, made between MANSOOR KALABHAI ZHOJWALA, 2) MR. ABBASBHAI ZHOJWALA, 3) MR. MANISH UDHAV RUPCHANDANI (Owners) of the One Part and M/S. PRIDE ENTERPRISES, through its Partners 1) MR. NATHUSINGH NANDARAM GODARA, 2) MR. KANTILAL HANSRAJ BHANUSHALI, 3) MR. DEEPAK KESHAVJI CHHEDA, 4) MR. VASANT DAYARAM KHANIA therein described as Purchaser (लिहन घेणार) acquired right, title and interest in respect of Land admeasuring about 4380 Sq. Mtrs lying being and situate at Survey No.12, Hissa No.11, Village Pisavali, Taluka-Kalyan, Dist-<del>Thane: The said,</del> Sale Deed (कायम फरोक्तखत) dated 21<sup>st</sup> June 2021, ់ដំប៉ាំy registered with the office of the Sub Registrar of Assurances at Kalyan-2, Vide Receipt No.12886, Document No.KLN2-11546-2021, Dated 721, 06.2021.

AND WHEREAS

In the circumstances aforesaid the said M/S. PRIDE ENTERPRISES, through its Partners 1) MR. NATHUSINGHNANDARAM GODARA, 2) MR. KANTILAL HANSRAJ BHANUSHALI, 3) MR. DEEPAK KESHAVJI CHHEDA MR. VASANT DAYARAM KHANIA, are absolutely seized and possessed of or otherwise well and sufficiently entitled tespiece of Jand bearing Survey No.12, Hissa No.11, admeasuring 📲 🕉 Sq. Mtrs, situated at Village Pisavali, Talathi Saja Netivali, Taluka-Kalyan, Dist-Thane.

### AND WHEREAS

By Mortgage Deed (गहाणखत) dated 16<sup>st</sup> September 2023, made between ADITYA BIRLA HOUSING FINANCE LIMITED of the One Part and M/S. PRIDE ENTERPRISES Through its Partner MR. VASANT DAYARAM KHANIA of the other part and this Mortgage Deed (गहाणखत) dated 16<sup>st</sup> September 2023, duly registered with the office of the Sub Registrar of Assurances at Kalyan-5, Vide DocumentNo. KLN5-13196-2023, Dated: 16.09.2023.

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### AND WHEREAS

The said portion of lands stands in the Revenue Records and Municipal records in the name of the said Promoters, and a copy of the 7/12 extracts showing the names of the said Promoters.

### AND WHEREAS:

By a letter bearing No. KDMC/TPD/BP/27village/2022-23/02, Dated 13.04.2022, & Revise commencement certificate bearing KDMC/TPD/BP/27Village/2022-23/02/176 No. 10/08/2023 and subject to the terms and conditions set out therein, the Kalyan Dombivali Municipal Corporation, Kalyan has issued Commencement Certificate and granted permission to the Promoters under Section 45 of the Maharashtra Regional & Town Planning Act, 1966 (Maharashtra Act No. XXXVII) to construct Residential cum Commercial Buildings/Complex known as "PRIDE HEIGHTS consisting of 2 (Two) buildings namely Building No.1 and Building No.02 :- 1) Building No.01 consisting Stilt, Ground +1st to 19th Floors + 20th Floor (Residential cum Commercial) and 2) Building No.02 consisting Stilt + 1st to 7th floors (Residential) on the said land subject to the terms and conditions of the Commencement Letter and thereby approved and sanctioned the plans in respect of the said building. Copy of the Commencement Certificate dated 13th April, 2022 and September, 2023 is annexed and marked as Annexure A

### **AND WHEREAS:**

The Promoters are entitled and enjoined upon to construct building on the project land in accordance with the recitals hereinabove;

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### **AND WHEREAS:**

The Allottee is offered a Flat bearing number 104 of the 1st hereinabd **Floor** (more particularly mentioned constructed on the said plot, by the Promoters

### **AND WHEREAS:**

As per the Commencement Certificate issued by Kalyan Dombivali Municipal Corporation, Kalyan the permission is granted for constructing 2 (Two) buildings namely Building No.1 and Building No.02 :- 1) Building No.01 consisting Stilt, Ground + 1st to 19th Floors + 20<sup>th</sup> floor (Residential cum Commercial) and 2) Building No.02 consisting Stilt +  $1^{st}$  to  $7^{th}$  floors (Residential). The Promoters have informed to the allottee that they shall apply for additional floor of the Building No.01 and the allottee is giving consent that there is no objection for the same and in due course of time the Promoters shall also apply to the Airport authorities for grant of permission to construct upper floors.

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### AND WHEREAS:

The Promoters have entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects and also has entered into standard agreement with RCC Consultant.

### AND WHEREAS:

The Promoters have entrusted the architect works to "MR.JOHN VARGHESE", (hereinafter called "The Said Architect") & RCC works to "MR. MANOHAR PATIL", (hereinafter called "The Said RCC Consultant") to develop, design and lay down specifications for construction of the building on the said plot.

### AND WHEREAS:

The Promoters have registered the Project under the provisions of the Real Estates (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority at No. P51700046305 Dated: 22/06/2022 The said RERA Certificate is annexed herewith and marked as Annexure "B".

### AND WHEREAS

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By virtue of the Agreement / Commencement Certificate the Promoters have sole and exclusive right to sell the said Flat in the said building to be constructed by the Promoters on the project and and to enter into Agreement with the Allottee of the Flat to Receive the sale consideration in respect thereof.

### C. 3 6/2 AND WHEREAS:

The Report on Title issued by Advocate KAVITA S. SHAH, B.Com, L.L.B. Int. C.S. Advocate of High Court, has been seen and inspected by the Állottee and a copy thereof has been annexed hereto and marked as Annexure "C". The Allottee has by virtue of his having executed this agreement is deemed to have accepted the title of Promoters to the said Plot as clear and marketable and free from all encumbrances and no further objection shall be raised upon it in any manner relating hereto.

### AND WHEREAS:

The Allottee herein has demanded from the Promoters and the Promoters has given inspection to the Allottee, of all the documents of title relating to the said project described in the Schedule-II hereunder written and also the plans, designs and specifications of the said building prepared by the Architectand of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "The said Act") and rules and regulations made there under.

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### **AND WHEREAS:**

The Allottee has inspected all the title, Deed including approved plans as prepared by the Architect in the office of the Promoters and satisfied himself.

### **AND WHEREAS:**

The authenticated copies of the plans and specifications of the Flat agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been verified by the Allottee.

### **AND WHEREAS:**

The Promoters has got the approvals from the concerned local authority to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain pullding. Completion Certificate or Occupancy Certificate of the said Building.

### **AND WHEREAS:**

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

### **AND WHEREAS:**

The Promoters has accordingly commenced the construction of the said building/s in accordance with the said proposed plans.

### **AND WHEREAS:**

On satisfying himself about the plans, Deeds, documents etc. and satisfying himself of the title of Promoters the Allottee has applied to the Promoters for allotment and hereby agreed to purchase Flat No. **104** on **1**<sup>st</sup> Floor being Constructed on the said Plot.

#### **AND WHEREAS:**

The carpet area of the said Flat is **36.00** square meters and "carpet area" means the net usable floor area of an Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee or verandah area and exclusive open terrace area, appurtenant to the said Flat for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Flat.

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### **AND WHEREAS:**

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

### **AND WHEREAS:**

Prior to the execution of these presents the Allottee has paid to the Promoters a sum of Rs.79,000/- (Rupees Seventy Nine Thousand Only) being part payment of the sale consideration of the Flat agreed to be sold by the Promoters to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoters both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing.

### **AND WHEREAS**:

Under section 13 of the said Act the Promoters are required to execute a written Agreement for sale of said Flat with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agree to sell and the Allottee hereby agrees to purchase the said Flat.

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

The Promoters shall construct the said building/s on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time provided that the Promoters shall have to obtain rior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Flat of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

2. The Allottee hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee.

FLAT NO.	FLOOR	BLDG NO.	SURVEY NO.	HISSA NO.
104	1 <sup>st</sup>	02	12	11

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BUILDING

: "PRIDE HEIGHTS"

NODE

: VILLAGE **PISAVALI**, TALATHI SAJA NETIVALI,

TALUKA-KALYAN & DIST, THANE.

RERA CARPET AREA IN SQ.MTRS. : 36.00 SQ.MTRS.+ 8.21 SQ.MTRS. Balcony

Hereinafter referred to as "the Flat") for the total consideration of Rs.35,50,000/- (Rupees Thirty Five Lakhs Fifty Thousand Only).

The Allottee has paid on or before execution of this agreement a sum Rs.79,000/- (Rupees Seventy Nine Thousand Only) as advance payment or application fee and hereby agrees to pay to the Promoters the balance amount of Rs.34,71,000/- (Rupees Thirty Four Lakhs Seventy One Thousand Only) as per payment schedule mentioned hereto as Annexure "D", (Time being essence of contract). (Changed schedule of payment as per-RERA).

### ANNEXURE "D" SCHEDULE OF PAYMENT

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Sr. No.	<u>PARTICULARS</u>	, , , , , , , , , , , , , , , , , , ,	9/6
1.	On Booking	//	;//10%·
2.	On Agreement		[[極5%]]。
3.	On Completion of Plinth	1	た/10%器
4.	On Completion of 2 <sup>nd</sup> slab		श्री ७ %वाण
5.	On Completion of 4 <sup>th</sup> slab		10%
6.	On Completion of 6 <sup>th</sup> slab		10%
7.	On Completion of 8 <sup>th</sup> slab		10%
8.	On Completion of Brick work	· · · · · · · · · · · · · · · · · · ·	<sub>5-1</sub> ,7% .
9.	On Completion of Plumbing work		. 7%
10.	On All Works Done	•	·- ´6%
11.	On Possession		5%
	TOTAL		100%

The Allottee agrees to pay to the Promoters, interest as specified in the Rule of REAL ESTATE (REGULATIONS AND DEVELOPMENT) ACT, on all the delayed payment which become due and payable by the Allottee to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee to the Promoters.

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The above consideration does not include various other charges, expenses more particularly mentioned in this agreement and the same shall be paid by the Allottee over and above the consideration mentioned herein on his respective due dates.

- 3. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of Value Added Tax, Service Tax,/GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the project payable by the Promoters) up to the date of handing over the possession of the said Flat.
- 4. The Promoters has further represented that as per the sanctioned building plans, Local authority has sanctioned certain additional areas as permitted under UDCR. The Promoters have paid necessary premium, charges to the concerned authorities for getting the sanction of the said additional areas from the KDMC, The aforesaid additional areas are fused to the said premises.
- 5. The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoters undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- The Promoters shall confirm the final carpet area that has 6. been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The certificate issued by Architect certifying the above areas shall be binding on the parties. The total price payable for the carpetarea shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoters shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2 of this

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- 7. The Allottee authorizes the Promoters to adjust/ appropriate all payments made by him under any head(s) of dues against lawful outstanding, if any, in his name as the Promoters may in its sole discretion deemfit and the Allottee undertake not to object/ demand/ direct the Promoters to adjust their payments in any manner.
- 8. The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat.
- 9. The Promoters shall give notice to the Allottee intimating the Allottee the amount of the installment or the balance amount payable by the Allottee to the Promoters in accordance with the payment schedule mentioned hereto as annexure "D". (Time being essence of the contract) and within 15 days from the date of letter the Allottee shall pay the amount of the said installment of the balance amount to the Promoters.
- 10. Both the Promoters and the Allottee has mutually agreed that the Allottee shall be liable and responsible to pay all the installments payable for the purchase of the said premises payable under this agreement on his respective due dates without committing any delay. In case if the Allottee has obtained from any Bank/NBFC/Money lenders finance/loan on the said premises then it shall be the sole and absolute responsibility of Allottee herein to ensure that the disbursement of all the installments of done within the time frame mentioned in this agreement.
- 11. Without prejudice to the right of Promoters to interest in terms of clause 3 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoters under this Agreement (including his proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of installments, the Promoters shall at his own option, may terminate this Agreement:

Provided that, Promoters shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the

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Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement, provided further that upon termination of this Agreement as aforesaid the Promoters shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoters) within a period of thirty days of the termination, the installments of sale consideration of the Flat which may till then have been paid by the Allottee to the Promoters.

in case of such termination, the Stamp duty, registration charges and all taxes paid by the Allottee shall not be refunded by the Promoters 222

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In the event of such termination the Promoters shall be entitled to resell the said premise to such third person/party as the Promoters may deem fit, necessary and proper and recovery and appropriate to himself the entire sales consideration and other amount that shall be received from such resale.

12. Both the Promoters and Allottee hereby agrees to in such case of termination no interest shall be paid on refund of the consideration by the Promoters to the Allottee.

The Promoters hereby declares that the Floor Space Index available as on date in respect of the project land is 1.10 only and Promoters has planned to utilize Floor Space Index of 1.10 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. In case the FSI is increased then that shall be utilize by the Promoters on Project land.

- 14. The Promoters shall give possession of the said Flatto the Allottee on or before **31.12.2027**, subject to force majeure and reasons beyond the control of the Promoters. Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of-
- (i) War, terrorism, civil commotion or act of God;
- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court restraining the development of the said Plot.
- (iii) Civil commotion, agitation by local persons, strike.
- iv) Non availability of any vital building material including cement, steel, sand etc.

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- v) Any change in law, notification and regulation relating to the development of the said project
- vi) And also the Promoters shall not be liable for any delay that shall be caused due to any delay on part of any concerned authority in granting the necessary permissions, sanctions NOC that shall be required by Promoters from time to the content of the total particles.
- vii) Circumstances beyond the control of the Promoters

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### 15. PROCEDURE FOR TAKING POSSESSION:

The Promoters, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Flat. The Promoters agree and undertake to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters.

The Allottee agrees to pay the maintenance tharges determined by the Promoters or association of Allottee as the case may be. The Promoters on its behalf shall offer the possession to the Allottee in writing within 15 days of receiving the occupancy certificate of the Project.

16. The Allottee shall take possession of the Flat within 15 days of the written notice from the Promoters to the Allottee intimating that the said Flat is ready for use and occupancy:

### 17. FAILURE OF ALLOTTEE TO TAKE POSSESSION OF SAID FLAT:

Upon receiving a written intimation from the Promoters as per clause 16 the Allottee shall take possession of the Flat from the Promoters as prescribed in this Agreement, and the Promoters shall give possession of the Flat to the Allottee. In case the Allottee fails to take possession within the time provided in clause 16 such Allottee shall continue to be liable to pay maintenance charges as applicable.

#### 18. RESERVATION FOR PARKING:

Allottee has informed the Promoters that he does not require any car parking space in said project. Accordingly, no reservation of car parking is made against said Flat.

Allottee undertakes, assures and guarantees not to claim any car parking space in said project in future, nor raise any objection to use of car parking by other Allottee.

19. The Allottee shall use the Flat or any part thereof or permit the same to be used only for purpose of residential.

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- 20. The Allottee is aware that Promoters shall be entitled to utilize any F.S.I. which may become available in respect of the said land by constructing additional building or floor or tenements or structures on the said land. The Allottee hereby gives the Promoters full and free consent and no objection for the same.
- The Allottee along with other Allottee of Flat in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Allottee, so as to enable the Promoters to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

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- 722. The Promoters shall, as per rule cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/ Promoters and/or the owners in the said structure of the Building or wing in which the said Flat is situated.
- The Promoters shall, as per rule cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoters and/or the owners in the project land on which the building with multiple wings or building are constructed.
  - 24. Within 15 days after notice in writing is given by the Promoters to the Allottee that the Flat is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoters such

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proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoters provisional monthly contribution of such amount towards the outgoings which shall be determined by the Promoters. The amounts so paid by the Allottee to the Promoters shall not carry any interest and remain with the Promoters until a conveyance/ assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid.

- 25. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoters, the following amounts:-
- (i) Share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) Formation and registration of the Society or Limited Company/Federation/ Apex body.
- (iii) Proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/ Federation /Apex body.
- (iv) Provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex.body.
- (v) Water, Electric, and other utility and services connection charges.
- (vi) Electrical receiving and Sub Station provided in Layout.

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

At the time of registration of conveyance or Leave structure of the building or wing of the building, the Allottee, share pay to the Promoters, the Allottee's share of stamp duty registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoters, the Allottee"s share of stamp duty and registration charges payable, by the said Apex Body Federation on such conveyance or lease or document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

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### 28. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS

The Promoters hereby represent and warrant to the Allottee as follows:

- i. The Promoters have clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the
- iv. E3There are no litigations pending before any Court of law with respect to the project land or Project
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wings are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wings ashall, be obtained by following due process of law and the Promoters has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoters confirms that the Promoters are not restricted in any manner whatsoever from selling the said Flat to the Allottee in the manner contemplated in this Agreement;
- vii. At the time of execution of the conveyance deed of the structure to the association of Allottee the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee; viii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoters in respect of the project land and/or the Project.
- 29. The Allottee or himself with intention to bring all persons into whosoever hands the Flat may come, hereby covenants with the Promoters as follows:

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- i. To maintain the Flat at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated of the Flat on account of negligence or default of the Allottee in this behalf the Allottee shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoters to the Allottee and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat without the prior written permission of the Promoters and/or the Society or the Limited Company.
- v. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound

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or any portion of the project land and the building in which the Flat is situated.

- vi. Pay to the Promoters within fifteen days of demand by the Promoters, their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.
- vii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Allottee for any purposes other than for purpose for which it is sold.
- will. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the lat until all the dues payable by the Allottee to the Promoters under this Agreement are fully paid up.
- ix.2 The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Eederation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulation and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- x. Till a conveyance of the structure of the building in which Flat is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.
- xi. Till a conveyance of the project land on which the building in which Flat is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

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- 30. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co- operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which he has been received.
- 31. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat or of the said Building or any part thereof. The Allottee shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, open parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body/Federation as herein before mentioned.

## 32. PROMOTERS SHALL NOT MORTGAGE OR CREATEA CHARGE:

After the Promoters executes this Agreement he shall not mortgage or create a charge on the said Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Flat.

- 33. Over and above the consideration and other amounts payable by the Allottee, the Allottee hereby agrees that in the event of any amount becoming payable by way of levy or premium, taxes, cess, fees, Service charges, ALP, Maveja etc., after the date of this Agreement to the KDMC and other concerned local authorities or to the State/Central Government or in the event of any other payment for a similar nature becoming payable in respect of the said Property and/or in respect of the various premises to be constructed thereon, the same shall be paid by the Promoters, however, the same would be reimbursed by the Allottee to the Promoters in proportion of the area of the said Flat to the total area of all the premises being constructed as a part of the Proposed Building on the said Property.
- 34. The Allottee is further made aware that potable water supply is provided by the KDMC and other concerned government authorities, and shall be made available to the said Proposed Building as per the supply received from such authorities. It is clarified that the Promoters have not represented to the Allottee or undertaken to the Allottee that such water supply is assured, as the same is subject to availability and supply from the concerned authorities.

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- 35. It is also agreed and understood that the Promoters shall only pay proportionate charges towards Property tax, Service Charges as per actuals for Flat lying vacant and unsold Flat in the said Building. However the Promoters shall not pay the proportionate charges for water, common electricity contribution towards repair and maintenance funds, expenses on repair and maintenance of the lifts including charges for running the lifts, car parking, non occupancy charges or any other charges.
- 36. Further the Promoters and the Allotee agrees that the Promoters can sell the premises in the said Project to any prospective buyer and such prospective buyers will become the member of the said Body without paying any transfer premium or any other charges to the said Society/Condominium.
- 37. The Allottee is aware that only on the basis of and relying on the representations, assurances, declarations, covenants and warranties made by him herein, the Promoters has agreed to and is are executing this Agreement and Allottee hereby agrees to indemnify and keep indemnified the Promoters absolutely and forever from and against all and any damage or loss that may be caused to the Promoters including interalia against and in respect of all actions, demands, suits, proceedings, penalties, impositions, losses, damages, costs, charges and expenses, that may be caused to or incurred, sustained or suffered by the Promoters, by virtue of any of the aforesaid representations, assurances, declarations, covenants and warranties made by the Allottee being untrue and/or as a result of the Promoters entering in to this Agreement and/or any other present/future writings with the Allottee and/or arising there from
  - If the Allottee, before formation of the society desire/s to sell or transfer his interest in the said Flat or wishes to transfer or give the benefit of this Agreement to other person/s, the same shall be done only after the Allottee obtain/s the prior written permission of the Promoters on his behalf. In the event of the Promoters granting such consent, the Allottee shall be liable to and shall pay appropriate charges to the Promoters such charges as the Promoters may in its absolute discretion determine by way of the transfer charges and administrative and other costs/ charges, expenses pertaining to the same PROVIDED HOWEVER that such transferee/s/ assignee/s of the Allottee shall always be bound and liable by the terms, conditions and covenants hereof and on the part of the Allottee to be observed, performed and complied with. All the provisions of this Agreement shall ipso facto mutatis mutandis automatically apply transferee/s/assignee/s also.
  - 39. All obligations of the Allottee and covenants made by the Allottee herein shall be deemed to be obligations and/or

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covenants, as the case may be, running with immoveable property and the observance, performance and compliance with such obligations and/or covenants shall be the responsibility of all persons into whose hands the said Flat may come.

- 40. Notwithstanding anything contained herein, the Promoters shall, in respect of any amount remaining unpaid by Allottee under the terms of this Agreement, have a first lien and charge on the said Flat agreed to be purchased by the Allottee hereunder.
- 41. Any delay or indulgence shown by the Promoters in enforcing the terms of agreement or any forbearance or giving of time to the Allottee shall not be constructed as a waiver on the part of the Promoters or any breach or non compliance of any of the terms and conditions of this Agreement by the Allottee nor shall the same in any manner prejudice any rights of the promoters hereunder or in law.

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## 42. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee until, firstly, the Allottee sign and delivers this Agreement with all the schedules along with the day ments due as stipulated in the Payment Plan within 15 (Fifteen) days from the date of receipt by the Allottee and second appears for registration of the same before the concerned suck Registration and when intimated by the Promoters. If the Allottee for the Allottee and deliver to the Promoters this Agreement, within 15 (Fifteen) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

#### 43. ENTIRE AGREEMENT:

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

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## 44. RIGHT TO AMEND:

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

## 45. PROVISIONS OF THIS AGREEMENT APPLICABLETO ALLOTTEE / SUBSEQUENT ALLOTTEE :

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

#### 46. SEVERABILITY

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

47. The Allottee and Promoters or their authorized signatory or power of attorney shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Allottee and Promoters or their authorized signatory or power of attorney will attend such office and admit execution thereof.

# METHOD OF CALCULATION OF PROPORTIONATE

Wherever in this Agreement it is stipulated that the Allottee has to make any payment in common with other Allottee in Project, the same shall be in Proportion to the carpet area of the said premises to the total carpet area of all the Premises/Plots in the Project.

#### 49. FURTHER ASSURANCES

Both parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additional to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuates the provisions of this agreement or of any transaction contemplated herein or to confirm or perfect any right to be

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created or transferred here under or pursuant to any such transaction.

50. That all notices to be served on the Allottee and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoters by Registered Post A.D

Name of Allottee: 1) MRS. SHABNAM RAVI KUMAR SINGH

(Allottee"s Address) : Flat No. B-303, Radhey Residency,

Vichumbe, Panvel, Raigarh- 410206

# 2) MR. RAVI KUMAR RAMESH KUMAR SINGH

(Allottee"s Address) : Room No. 103, Sai Darshan Apartment,

Near Adivali Talav, Adivali-Dhokali,

Kalyan (East), Tal- Kalyan, Dist-Thane-

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Promoters Name:

M/S. PRIDE ENTERPRISES

(Promoters" Address): Survey No.12, Hissa No.11, Near-Chetna

School, Pipe Line Road, Pisavali, Kalyan:

(East) Pin - 421306.

## 51. **JOINT ALLOTTEE:**

That in case there are Joint Allottee all communications shall be sent by the Promoters to the Allottee whose name appears your and at the address given by him which shall for all intents and purposes to consider as properly served on all the Allottee.

## 52. STAMP DUTY, REGISTRATION AND OTHER CHARGES:

Any charges towards stamp duty and Registration or any other taxes of this Agreement shall be borne by the Promoter.

#### 53. **DISPUTE RESOLUTION:-**

Any dispute or difference between the parties in relation to this agreement and/or terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the authority as per the provisions of RERA and the Rules and Regulations there under.

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First Schedule herein below Referred to Description of the freehold/ leasehold land and all other details

#### SCHEDULE - I

All that piece or parcel of land being Survey No.12, Hissa No.11,

Area (H-A-P)- 0H-43-80P, Area in Sq. Mtrs. 4380, situated at

Village Pisavali, Talathi Saja Netivali, Taluka-Kalyan, Dist-Thane.

or thereabouts and bounded as follows that is to say:

On or towards the North By

On or towards the South By

On or towards the West By

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Second Schedule herein below Referred to Here set out the nature, extent and description of common areas and facilities.

### SCHEDULE - II

FLAT NO.	FLOOR	BLDG NO.	SURVEY	HISSA NO.
		:	NO.	
104	1 <sup>st</sup>	02	12	11

BUILDING: "PRIDE HEIGHTS"

NODE

: VILLAGE **PISAVALI**, TALATHI SAJA NETIVALI,

TALUKA-KALYAN & DIST. THANE.

RERA CARPET AREA IN SQ.MTRS. : 36.00 Sq.Mtrs + 8.21

Sq.Mtrs Balcony

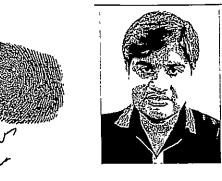
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IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Kalyan in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED Promoters:

M/S. PRIDE ENTERPRISES, through its Partner MR. VASANT DAYARAM KHANIA in the presence of



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SIGNED AND DELIVERED BY

THE WITHIN NAMED

Allottee:

1) MRS. SHABNAM RAVI KUMAR SING







2) MR. RAVI KUMAR RAMESH KUMAR SINGH in the presence of

SHWIN KHOWITE



### RECEIPT

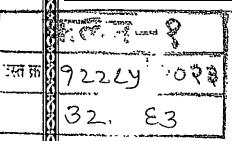
Received of and From the within named ALLOTTEE 1) MRS. SHABNAM RAVI KUMAR SINGH 2) MR. RAVI KUMAR RAMESH KUMAR SINGH a sum of Rs.79,000/- (Rupees Seventy Nine Thousand Only) being the advance payment of Sale Price of FLAT being

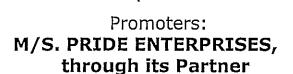
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FLAT NO.	FLOOR	BLDG NO.	SURVEY NO.	HISSA NO.
104	1 <sup>st</sup>	02	12	11

In following manners -

CHEQUE/Online	DATE	BANK NAME	AMOUNT
Online Transfer	12/10/2023		Rs.79,000/-







## Maharashtra Real Estate Regulatory Authority

#### REGISTRATION CERTIFICATE OF PROJECT FORM 'C' [See rule 6(a)]

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

Project: PRIDE HEIGHTS, Plot Bearing / CTS / Survey / Final Plot No.:S NO.12 HISSA NO. 11at PISAVALI, ... Kalyan, Thane, 421306;

- 1. Pride Enterprises having its registered office / principal place of business at Tehsil: Kalyan, District: Thane, Pin: 421306.
- 2. This registration is granted subject to the following conditions, namely:-
  - The promoter shall enter into an agreement for sale with the allottees;
  - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
  - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;
    - That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
  - The Registration shall be valid for a period commencing from 22/06/2022 and ending with 31/12/2027 unless. renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
  - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
  - That the promoter shall take all the pending approvals from the competent authorities

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

Digitally Signed by remanand Prabhu

Dr. Vaşan (Secreta) Date:22-0

Dated: 22/06/2022 Place: Mumbai

Signature and seal of Maharashtra Real

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eSearch ·

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MH006741498202122E	Government of . Maharashtra	Regn. 39 M
	Department of Registration and St	amps·
27 Sep 2021	Receipt	Receipt no.: 1112145839
	Name of the Applicant:	Kavita Sumit Shah
	Details of property of which document has to be searched:	Dist :Thane Village :Pisavali S.No/CTS No/G.No. : 12
	Period of search:	From :2020 To :2021
	Received Fee:	300
The above mentioned Sea :MH006741498202122E	rch fee has been credited to govern	ment vide GRN no
As this is a computer gene	rated receipt, no stamp or signature	is required.
	ce, Please bring this receipt along w	
Payment of search fee thro	ough GRAS challan can be verified d llan/views/frmSearchChallanWithOu	
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Kavita S. Shah B.Com, L.L.B., Int. C.S. Advocate High Court

B9-402 Gagangiri Enclave Khadakpada, Kalyàn Thane - 421 301

Tel: 9323545900

Date: 27/09/2021

## SEARCH REPORT

Ref: Property being situated and bearing S. No. 12 Hissa No. 11 at Village Pisavali Tal. Kalyan.

I have taken search in respect of the above mentioned property for the last 02 years From 2020 till 2021 till date online on the official website of the IGR i.e I have observed following entries and change of records as under:

SEARCH REPORT IS AS TIMBED

YEAR	TRANSACTION	YEAR	TRANSACTION
2020	Transaction	2021	Transaction
		<del></del>	

TRANSACTION FOR THE YEAR 2020: (As Seen From Computer Screen)

Agreement for sale at the agreed value of Rs. 3,35,47,000/- and the market value of Rs. 3,27,00,800/- of the Property being and bearing S No. 12 Hissa No. 11 area 5720 Sq Mtrs out of which 4380 Sq Mtr, of the Village Pisavali, Tal. Kalyan.

Vendor

Mansur Kalabhai Zojwala

Yusuf Abbasbhai Zojwala

Purchaser

Manish Uddhav Roopchandani

Date of Execution

01/01/2020

Date of Registration Registration No.

02/01/2020 96/2020 (KLN-2)

Stamp duty

20,12,820/-

Registration fees

30,000/-

Agreement for sale at the agreed value of Rs. 3,90,00,000/- and the market value of Rs. 3,27,00,800/- of the Property being and bearing S No. 12 Hissa No. 11/25 ear 0-56-70 Hec Aar Prati and Pot Kharaba 0-00-50 Hec Aar Prati out of which 43 W Sq Mtrs, of the Village Pisavali, Tal. Kalyan.

Vendor

Manyur Kalabhai Zojwala

Yusuf Abbasbhai Zojwala through POA

Manish U Roopchandani

Purchaser

Pride Enterprises through Partner

Nathusingh N Godara Kantilal H Bhanushali Dipak K Cheda Vasant D Khaniya

> Ksshah ADV. KAVITA SHAH ADVOCATE HIGH COURT. MAH/2314/2000

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Date of Execution

30/06/2020 30/06/2020

Date of Registration Registration No.

4678/2020 (KLN-4)

Stamp duty

Registration fees

23,40,000/-30,000/-

TRANSACTION FOR THE YEAR 2021: (As Seen From Computer Screen)

Sale Deed at the agreed value of Rs. 3,90,00,000/- and the market value of Rs. 3,27,00,800/- of the Property being and bearing S No. 12 Hissa no. 11 area 0-56-70 Hec Aar Prati Means 5720 Sq Mtrs out of which 4380 Sq Mtrs, Doct No. 4678/2020 Dated 30/06/2020, of the Village Pisavali Tal. Kalyan.

Vendor

Mansur Kalabhai Zojwala

Yusuf Abbasbhai Zojwala through POA

Manish U Roopchandani through Nathusingh N Godara and others

Purchaser

Pride Enterprises through Partner

Nathusingh N Godara Kantilal H Bhanushali Dipak K Cheda Vasant D Khaniya

Date of Execution 21/06/2021 21/06/2021 Date of Registration

Registration No. 11546/2021 (KLN-2)

Stamp duty 500/-100/-Registration fees

Note: Search and Entry conformed from available data on computer from pivents

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Attached Government Fees paid vide Search Application Receipt No. 1112145839/2021.

HENCE THIS SEARCH REPORT:

Place

: Kalyan

Date

: 27/09/2021

Adv. Kavita Shah

ADV. KAVITA SHAH ADVOCATE HIGH COURT MAH/2314/2000

#### DISCLAIMERS:

- 1) The said Search Report is summary of the contents available on the official website of the Inspector General of Revenue and stamp, Govt. of Maharashtra (www.igrmaharashtra.gov.in). The report is not based on any personal judgment or opinion of any individual or a professional.
- 2) The above search report is Subject to the sever errors, Availability of the records/ entries/ data/ authentication of data on the website of the Inspector General of Revenue and stamp, Govt. of Maharashtra (www.igmaharashtra.gov.in).
- 3) By issuing the present Report, I do not certify the genuineness of the entries made available during the search of the Index II records

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Kavita S. Shah
B.Com , L.L.B. , Int. C.S.
Advocate High Court

B9 – 402 Gagangiri Enclave Khadakpada, Kalyan Thane – 421 103 Tel: 9323545900

Ref: September /2021

DATE: 27/09/2021

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Tracing of title of the property owned by M/s Pride Enterprises through Partner Nathusingh Godara and others bearing S. No 12 Hissa No 11 of the village Pisavali Tal Kalyan Dist. Thane

I have gone through the documents and relevant records in respect of the land bearing S. No 12 Hissa No 11 admeasuring area 5720 sq mtrs out of which 4380 sq mtrs of the village Pisavali Tal Kalyan Dist. Thane owned by Mansoor Zhojwala and Yusuf Zhojwala, my observation regarding the same are as under:-

#### DESCRIPTION OF THE PROPERTY

The land bearing S. No 12 Hissa No 11 admeasuring area 5720 sq mtrs out of which
4380 sq mtrs of the village Pisavali Tal Kalyan Dist. Thane within the limits of Sub
Registration District Kalyan District and Registration District Thane

2. <u>DESCRIPTION OF THE DOCUMENTS VERIFIED (XEROX CO</u>

- i. 7/12 extracts of the above property
- ii. Search Reports for the years 1991-2020 dated 25/11/2020
- iii. Search Reports for the years 2020-2021 dated 27/09/2021
- iv. The Photo copy of the Development Agreement dated 30/06/2020 executed by and between by Mansoor Zhojwala and Yusuf Zhojwala through POA Manish Roopchandani and Manish Roopchandani as the Land Owners and M/s Pride Enterprises through Partner Nathusingh Godara and others as the Developers dully registered at the Registration No KLN-4/4678/2020 dated 30/06/2020

ADV. KAVITA SHAH ADVOCATE HIGH COURT MAH/2314/2000

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The Photo copy of the Power of Attorney dated 30/06/2020 executed by and between by Mansoor Zhojwala and Yusuf Zhojwala through POA Manish Roopchandani and Manish Roopchandani as the Land Owners in favor of M/s Pride Enterprises through Partner Nathusingh Godara and others as the Developers dully registered at the Registration No KIN-4/4679/2020 dated 30/06/2020

#### 3. TRACING OF THE TITLE

٧.

The land bearing S. No 12 Hissa No 11 admeasuring area 5720 sq mtrs of the village Pisavali Tal Kalyan Dist. Thane is originally owned by Mansoor Zhojwala and Yusuf Zhojwala. The said property shows the revenue records respectively.

Further Mansoor Zhojwala and Yusuf Zhojwala have transferred tild area of the total area 5720 sq mtrs, area admeasuring 4380 sq mtrs to Shri Manish Roopchandani dully registered at the registered No KLN-2/96/2020 dated 02/01/2020 and dully externationer of Attorney to the said Manish Roopchandani dully registered at the registered No KLN-2/97/2020 dated 02/01/2020.

Further the said Mansoor Zhojwala and Yusuf Zhojwala along with the said Shri Manish Roopchandani transferred the Development rights of the said Property admeasuring area 4370 sq mtrs in favor of M/s Pride Enterprises through Partner Nathusingh Godara and others through registered Development Agreement dated 30/06/2020 bearing registration No KLN-4/4678/2020 dated 30/06/2020 and dully executed Power of Attorney to the said M/s Pride Enterprises through Parnter Nathusingh Godara and others dully registered at the registered No KLN-4/4679/2020 dated 30/06/2020.

Further the said Mansoor Zhojwala and Yusuf Zhojwala along with the said Shri Manish Roopchandani have executed Sale Deed in favor of the M/s Pride Enterprises through Parnter Nathusingh Godara and others dully registered at the registered No KLN-2/11546/2021 dated 21/06/2021 and have sold, transferred and conveyed the said Property in favor of M/s Pride Enterprises through Partner-Nathusingh Godara and others.

KSWAM ADV. KAVITA SHAH ADVOCATE HIGH COURT MAH/2314/2000

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#### 4: <u>EFFECT OF PROVISIONS OF LAW</u>

The said land does not attract the provisions of ULC Act as the said Act has been repealed by the notification of State Govt. dated 1<sup>st</sup> December, 2008. On perusal of search of records for the period of 1991 to 2020 dated 25/11/2020 made by me and for the period 2020—2021 dated 27/09/2021 other documents mentioned in the clause No. (2) hereinabove, the title of the "Developers" appears to be marketable and tree from all encumbrances.

## 5. <u>CERTIFICATE OF TITLE</u>

I have gone through the documents mentioned in para No. 2 above in respect of the subject matter land, relying on those documents and reports, I certify hat M/s Pride Enterprises through Partner Nathusingh Godara and others are the "Pevelopers" have valid and proper possessory title over the said subject matter land S. No 18 chissa No 11 area admeasuring 4380 sq mtrs.

And on the basis of above investigation and relying on the documents I herest that title of said agricultural land is free from any encumbrances and marketable.

Place: Kalyan

Date: 27/09/2021

(Kavita Shah)
Advocate

ADV. KAVITA SHAH ADVOCATE HIGH COURT MAH/2314/2000

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अहवाल दिनांक : 25/11/2021

25/11/2021

महाराष्ट्र शासन

गाव नमुना सात ( अधिकार अभिलेख पत्रक ) । महाराष्ट्र जमीन महसूत अधिकार अभिलेख आणि नोंदवह्या ( तयार करणे व सुस्थितीत ठेवणे ) नियम, १९७१ यातील नियम ३,५६ आणि ७ । गाव :- पिसवली ( 552982 ) तालुका :- कल्याण जिल्हा :- ठाणे

भूमापन क्रमांक व उपविभाग : 12/11 भू-धारणा पध्दतीं : भीगवटादार वर्ग-1 शेताचे स्थानिक नाव : क्षेत्र, एकक व खाते क्र. भोगवटादाराचे नांव क्षेत्र आकार पो.ख. फे.फा. आकारणी कुळ, खंड व इतर अधिकार मन्सूर काळाभाई झोजवाला युस्ए अब्बासभाई झोजवाला सामाईक क्षेत्र----क्षेत्राचे एकक हे.आर.ची.मेर्ड 158 अ लागवंड योग्य क्षेत्र कुळाचे नाव व खंड (1384) जिरायत 0,56,70 0.1290 0.60 0.0050 इतर अधिकार पाईपलाईन बागायत 649 प्राईड इटरप्रायजेस 0.43.80 2,02 रकुण ला.यो ०.५६.७० अ.भा.पं.का.भु.सं.टे-2हि.ओ,245 दिनांक 6/7/1996 हाजी मेलेंग पाईपलाईनसाठी समाविष्ठ क्षेत्र 0-13 ब) पीट-खराब क्षेत्र (लागवड अयोग्य) [स्तर](405) [अभानाभुस्रहे2 ही,ओ245 दि,6/07/96] (405) 0.00.50 वर्ग (ब) एकुण पो ख. 0.00.50 एकुण क्षेत्र 0.57.20 अकृषिक वापर - रहिवास (गाक्ठाणाबाहेरील) एकण क्षेत्रा पैकी 4380.00 चौ.मी. एवढे क्षेत्र अकृषिक प्रयोजनाकरिता (1362) अकृषिक प्रयोजनाकरिता ( 1362 )
[-इतम-]( 1369 )
[क्तम-20-अन्वये पूर्व गरवानगी शिवाय
हम्तांत्रमण्डंदी-]( 1369 )
फ्रेन्फार क्र. 1369 दिनांक 36/04/2021
रोजीच्या मा. जिस्हाधिकारी ठागे यांचे
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प्रमाण अकृषिक क्षेत्र ) एवडचा क्षेत्रपुरती "
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हस्तांत्रणास चंदी " नोद कमी करुन " कमाल
80 चो. मी. आकारमानाच्या सदनिका बांधण्याची 2.62 जुडी किंवा विशेष। आकारणी 3 왕군 " ( 1369 ) 보다 प्रलंबित फ़ेरफ़ार : नाही, शैवटचा फेरफार क्रमांक : 1384 व दिनांक : 24/11/2021 जुने फेरफार क्र (304)(334)(405)(507)(1011)(1190)(990 सींगा आणि भूमापन चिन्हे : गाव नमुख् । महाराष्ट्र जमीन महसूत अधिकार अभितेख आणि नोत्करा गाव :- पिसवली ( 552982 ) तालुका :- व विस्तिहरू विकास १९। विस्तिहरू विकास १९। जिल्हा :- ठाणे तालुका:-कल्याण भूमापन क्रमांक व उपविभाग : 12/11 पिकाखालील क्षेत्राचा तपशील ३४ लागवडीसाठी निमळ জল शेरा मिश्र पिकाखालील क्षेत्र उपलब्ध् नसलेली सिंचनाचे घटक पिके व प्रत्येकाखालील जमीन साधन क्षेत्र वर्ष हंगाम खाता पिकाचे जल अजल पिक्राकृ स्वरूप क्षेत्र क्रमांक सिंचित सिचित नाव *'*नाव् (%) (२) (3) **\***8|\*५|\*६ (৩) (4) <u>(९)</u> 78.05.2 <u>(</u>१३) (१४) (१५) (१६) हे,आर. चौ.मी हें.आर. चौ.मी हे आर. चौ.मी 2019-20 खरीप ४ - मिश्रणाचा संकेत क्रमांक, \*५ - जल सिंचित, \*६ - अजल सिचित "या प्रमाणित प्रतीसाठी की म्हणून १५/- रूपये मिळाले."

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गाव नसुना ६ फेरफार नोदंवही (फेरफार पत्रक ) । महाराष्ट्र जमीन महसुल अधिकार अभिलेख आणि नोदंवहा। (तयार करणे व सुस्थितीत ठेवणे ) नियम, १९७१ यातील नियम १०।

गाव:- पिसवली

तालुका:- कल्याण

जिल्हा:- ठाणे

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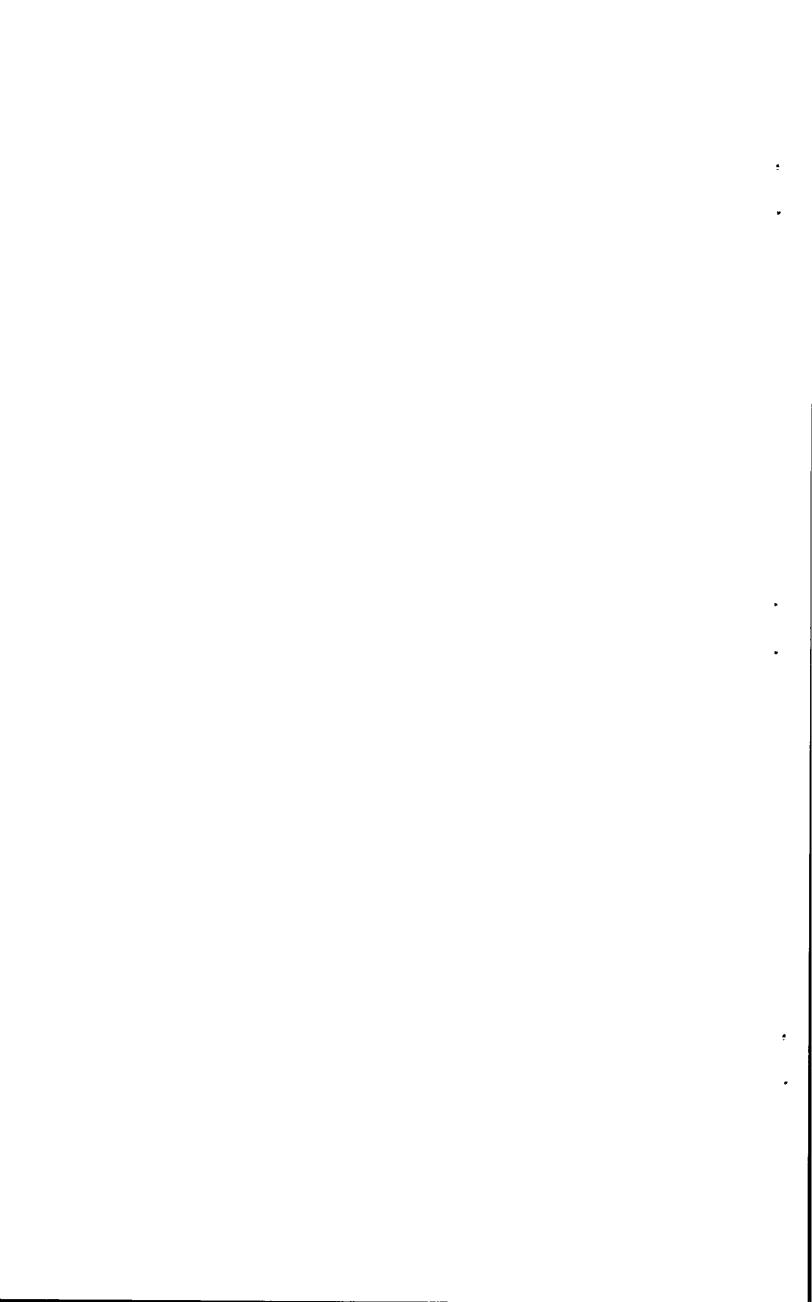
"या प्रमाणित प्रतीसाठी फी म्हणून १५/- रुपये मिळाले." दिनांक :- 25/11/2021 सांकेतिक क्रमांक :- 2721001242133000411120213209

(नाव : गुरुक्तिका Shinde) तलाठी साझा :- नेतिवलीता :- क्रन्याण जि :-ठाणे

क्षा. ५४५, ५५, छाणे

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25/11/2021



## -KALYAN DOMBIVALI MUNICIPAL CORPORATION, KALYAN

#### APPENDIX 'D-1'

FORM FOR SANCTION OF BUILDING PERMISSION AND CONTENTS EMENT

दलक. 92229 : 3२

To,

Mr. Mansur Kalabhai Zojwala & Other.

P.O.A. - M/s. Pride Enterprises through Mr. Nathusingh Nandram Godara

Architect - Mr. John Varghese, Kalyan

Structural Engineer - Mr. Manohar Patil, Dombivali,

With reference to your application no. 1121100400154, dated 04/10/2021 for the grant of sanction of Commencement Certificate under Section 44 of The Maharashtra Regional and Town Planning Act, 1966 read with Section 253 of Maharashtra Municipal Corporations Act, 1949 to carry out development work / Building on S.No. 12, H.No. 11, Village Pisavali, situated at Kalyan (East) the Commencement Certificate/ Building Permit is granted under Section 45 of the said Act, subject to the following conditions:

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

Office No. KDMC/TPD/BP/27V11199c/2022-28/02

Office Stamp

MUNICIPA

कल्याण डोब्रिय

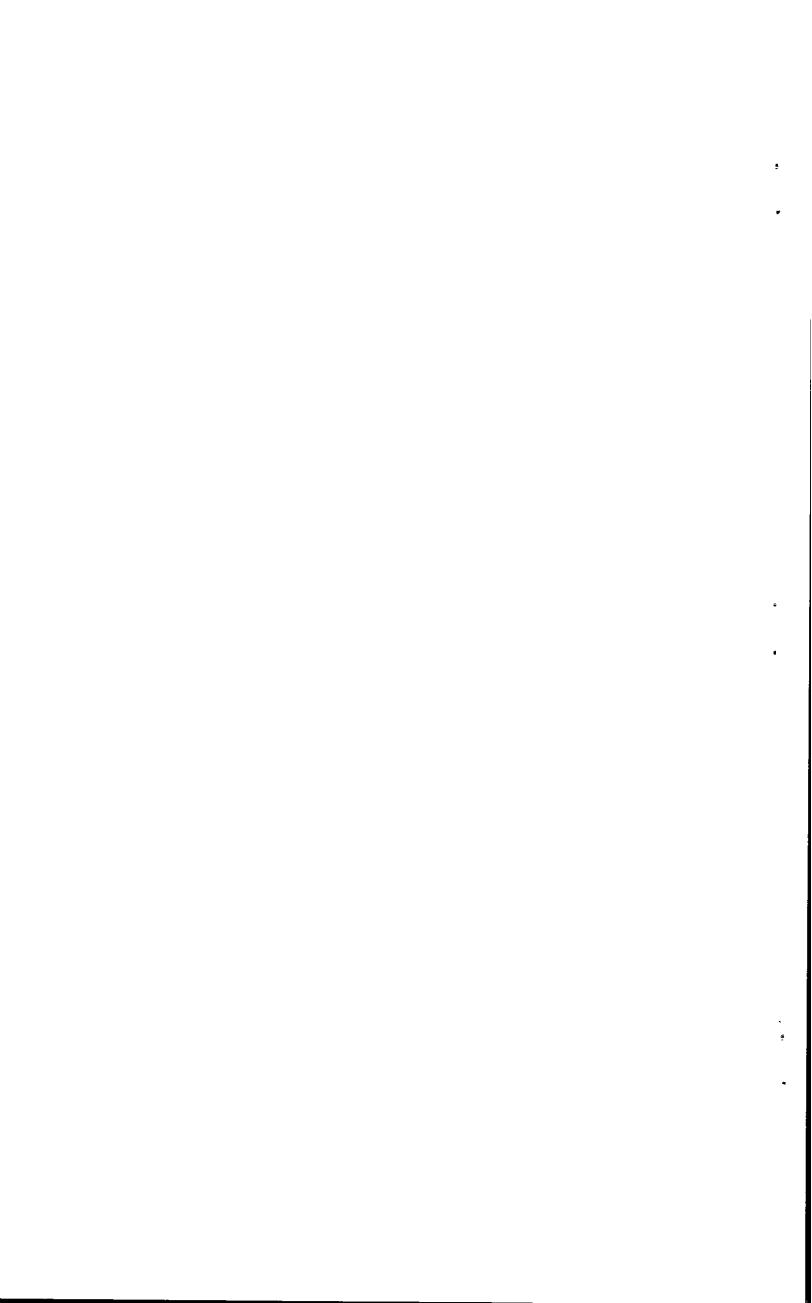
महानगरपालिक

Date:

13/04/2022

Yours faithfully,

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





## कल्याण डोंबिवली महानगरपालिका नगर रचना विभाग

\* 0 कि में प्रकार के KDM C | TPD | BP [27 V) 1149 c | 2022-23 | 02

## बांधकामाचा तपशील :-

इमारत क्र. १ — स्टिल्ट (पै), तळ (पै) + पहिला मजला ते चौथा मर्जुला + पाचवा मजला (पै) (रिहवास + वाणिज्य)

इमारत क्र. २ — स्टिल्ट + पहिला मजला ते सातवा मजला (रहिवास)

## अटी व शर्ती :--

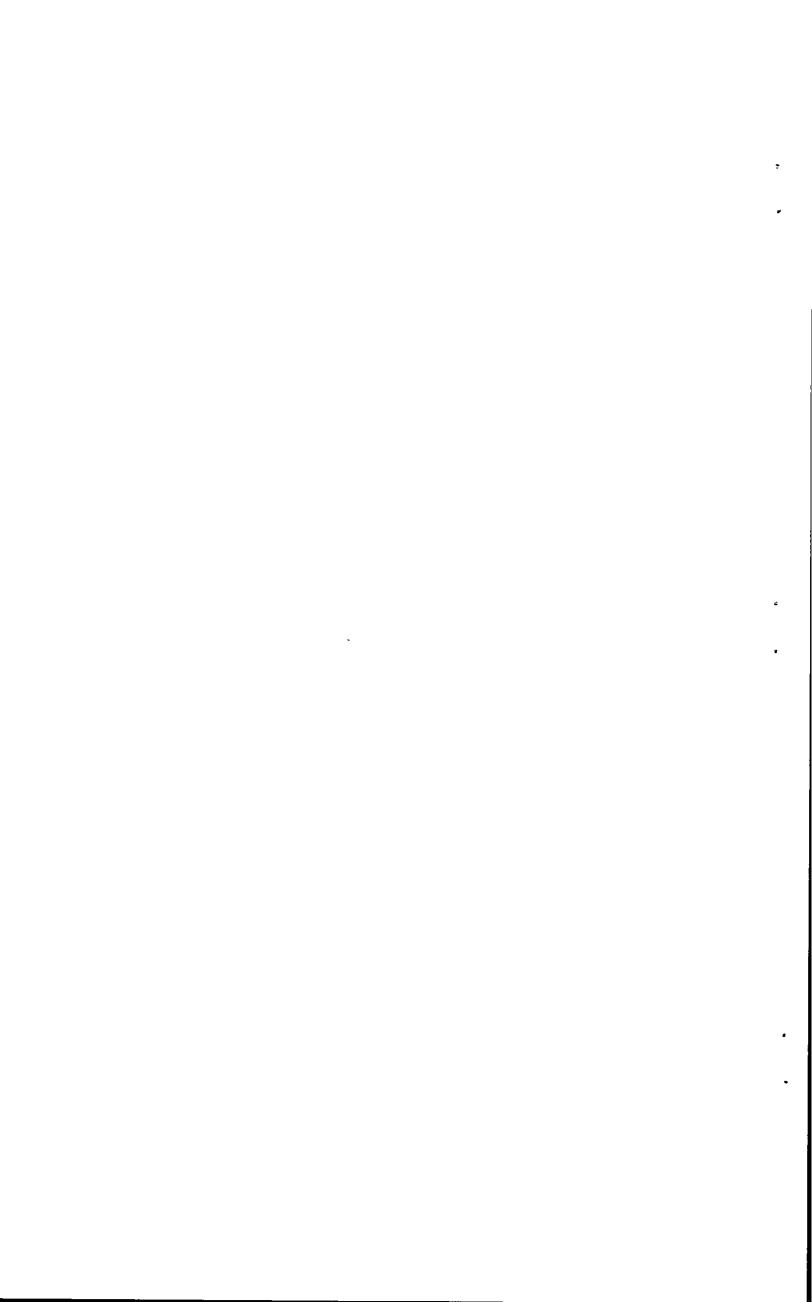
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. . . .

१) एकत्रिकृत विकास नियंत्रण व प्रोत्साहन नियमावली (UDCPR) मधील विरियम नुसार प्रत्यक्ष जागेवर बांधकाम सुरु करणेपुर्वी बांधकाम मंजुरीचा फलके खिल्मी बंधनकारक राहिल.

- २) UDCPR मधील विनियम छ.1.5 Savings मध्ये नमूद a to h बाबत शांसनाच्या वेळोवेळी निर्गमित होणाऱ्या मार्गदर्शक सूचना आपणांवर बंधनकारक राहील.
- ३) बांधकाम चालू करण्यापूर्वी सात दिवस आधी महापालिका कार्यालयास लेखी कळविण्यात यावे.
- ४) UDCPR मधील Appendix-F नुसार वाडेभिंत व जोत्याचे बांधकाम झाल्यानंतर वास्तुशिल्पकाराचे प्रमाणपत्र महानगरपालिकेस सादर करण्यात यावे व त्यानंतरच पुढील बांधकाम करण्यात यावे.
- ५) सदर अभिन्यासात कोणत्याही प्रकारचा फेरफार पूर्व परवानगी घेतल्याशिवाय करु नये, तसे केल्याचे आढळून आल्यास सदरची विकास परवानगी रद्द समजण्यात येईल.
- ६) UDCPR मधील विनियम क. १२.१ ते १२.३ नुसार इमारतीच्या बांधकामाच्या सुरक्षिततेची (स्ट्रक्चरल सेफ्टी) जबाबदारी सर्वस्वी वास्तुशिल्पकार, Structural Engineer व परवानगीधारक यांचेवर राहिल, याची नोंद घ्यावी.
- ७) सदर जागेत विहीर असल्यास ती संबंधित विभागाच्या परवानगी शिवाय बुजवू नये.
- ८) सदर जागेतून पाण्याचा नैसर्गिक निचरा होत असल्यास तो जलनिःसारण विभाग,(क.डों.म.पा.) यांचे परवानगीशिवाय वळवू अथवा बंद करु नये.

Y



- ९) भूखंडाकडे जाण्या—येण्याच्या मार्गाची जबाबदारी संपूर्णपणे आपलेकडे राहिल. बांधकाम प्रारंभ प्रमाणपत्र नियोजित रस्त्याप्रमाणे दिले असल्याने सदर रस्त्याचे काम महानगरपालिकेच्या सोयी प्रमाणे व प्राधान्याप्रमाणे केले जाईल व तसा रस्ता होईपर्यंत इमारतीकडे येणा—जाण्याचे मार्गाची जबाबदारी सर्वस्वी आपली राहिल.
- १०) बांधकामाचे साहित्य रस्त्यावर टाकावयाचे झाल्यास महापालिकेच्या बांधकाम खात्याची परवानगी घेणे आवश्यक राहील व त्याकरीता नियमाप्रमाणे लागणारी रक्कम (दंड झाल्यास त्यासह रक्कम) भरावी लागेल तसेच निरूपयोगी साहित्य महापालिका सांगेल त्या ठीकाणी स्वखर्चाने वाहून टाकणे आपणावर बंधनकारक राहील.
- ११) बांधकाम पूर्णत्वाचा दाखला घेण्यापुर्वी कर विभाग, जलनि:सारण विभाग व मलनि:सारण विभाग, अग्निशमन विभाग, पाणी पुरवठा विभाग, उद्यान विभाग, क.डों.म.पा. यांचेकडील ना—हरकत दाखला बांधकाम नकाशासह सादर करणे आपणावर बंधनकारक हिले.

१२) जागेच्या मालकी हक्काबाबत काही वाद असल्यास अथवा निर्माण झाल्यास त्यांचे संपूर्ण निराकरण करण्याची जबाबदारी आपली राहील.

१३) ओल्या व सुक्या कचऱ्यासाठी स्वतंत्र कचराकुंडयांची व्यवस्था करणे आपणावर बंधनकारक राहील.

१४) बांधकाम पूर्णत्वाचा दाखला घेणेपूर्वी कल्याण डोंबिवली महानगरपालिकेच्या निर्देशाप्रमाणे इमारतीत सौरउर्जा उपकरणे बसवून विद्युत विभागाकडील ना हरकत दाखला सर्द्र करणे बंधनकारक राहील.

१५) UDCPR मधील विनियम क. १३.३ नुसार भुखंडावरील इमारतीत रेन वॉटर हैं अंमलबजावणी करणे आपणांवर बंधनकारक राहील.

१६) UDCPR मधील विनियम क. १३.५ नुसार घनकचरा व्यवस्थापना बाबत कार्यवीसी तसेच संबंधित विभागाचा ना हरकत दाखला सादर करणे आपणांवर बंधनकारक राहील.

१७) नकाशात हिरव्या रंगाने केलेल्या दुरूस्त्या आपल्यावर बंधनकारक राहतील.

१८) इमारतीचे बांधकाम या सोबतच्या मंजूर केलेल्या नकाशांप्रमाणे आणि वरीलप्रमाणे घालून दिलेल्या अटींप्रमाणे करणे आपणावर बंधनकारक राहील.

१९) बांधकाम पूर्णत्वाचा दाखला घेणेपूर्वी महसूल विभागाकडून गौणखनिज स्वामित्वधन रक्कम शासनास जमा केलेबाबतचा ना हरकत दाखला सादर करणे आपणावर बंधनकारक राहील.

२०) बांधकाम पूर्णत्वाच्या दाखल्यापूर्वी मा. जिल्हाधिकारी, यांचेकडील सनद सादर करणे आपण बंधनकारक राहील.

२१) सदर प्रकरणी चुकीची व अपुर्ण माहिती दिली असल्यास सदर बांधकाम परवानगी रद्देरे

२२) प्रकरणी जागेवर बांधकाम सुरु करणेपूर्वी आपल्या भूखंडामधून जाणाऱ्या 'हाजीमलंग पाईपंलाईन' बाबत MIDC कार्यालय, ठाणे यांचेकडील ना हरकत प्रमाणपत्र सादर करणे आपणावर बंधनकारक राहील.

२३) प्रकरणी जागेवर बांधकाम सुरु करणेपूर्वी 'हाजीमलंग पाईपलाईन' बाबत १३४०.०० चौ.मी. क्षेत्राच्या आखणीबाबत MIDC कार्यालय, ठाणे किंवा उप अधिक्षक भूमी अभिलेख यांचेकडील भूसंपादन नकाशा सादर करणे आपणावर बंधनकारक राहील.

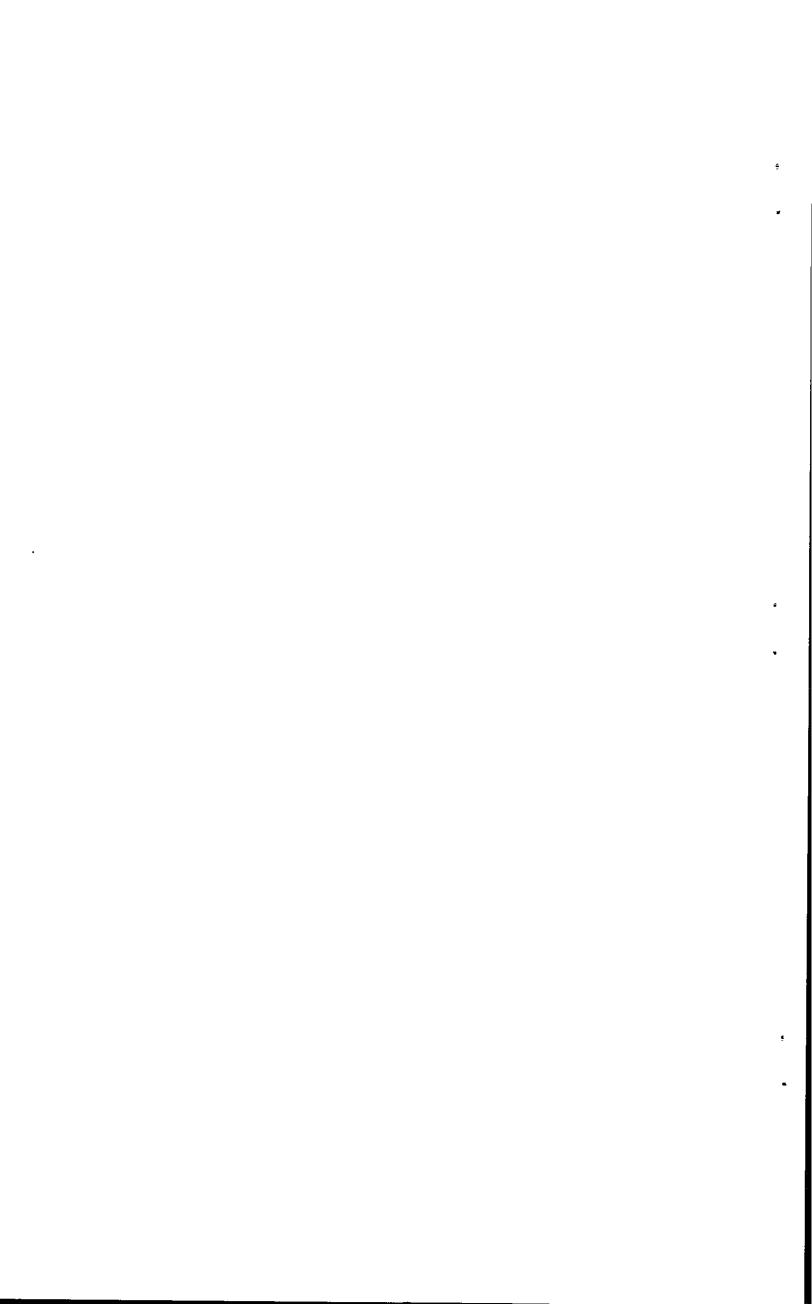
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टिप:— UDCPR नुसार वरीलपैकी आपणास लागु असलेल्या अर्टीची पूर्तता करणे आपणावर बंधनकारक राहील, याची नोंदं घ्यावी.

इशारा:—मंजूर बांधकाम प्रस्तावाव्यतिरिक्त केलेल्या अनिधकृत फेरबदलांबाबत आपण महाराष्ट्र प्रादेशिक नियोजन व नगररचना अधिनियम, १९६६ मधील कलम—५१ ते ५७ च्या तरतूदी नुसार दखलपात्र गुन्हयास पात्र राहाल.

## बांधकाम परवानगीआंतर्गत भरण्यात आलेल्या रक्कमेचा तपशिलः :--

	अ. क.	लेखाशिर्ष	रक्कम	पावती क.	दिनांक	यापुर्वीचा एकुण भरणा तपशिल	शेरा	]
	<del>ار</del>	ARI 020101	11,73,612/-	FI04/1885	11/04/2022			
	२	ARI 020102				ACM-10-	To exercise the second	
	Ę	ARI 020103	26,040/-	FI04/1885	11/04/2022	G	Property was	. ?
	४	ARI 020104	21,77,120/-	FI04/1885	11/04/2022	दस्त क्रा.	224	4003
	ц	ARI 020105						Contraction of the
	ξ	ARI 020106				8	ž	3ع
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	९	ARI 020109						1.5.5
	१०	ARI 020110				SS (FR	) Joins	
	११	ASI 010304	15,62,400/-	FI04/1885	11/04/2022		HAZEZ SEGÍ	
	१२	ASI 010513	13,86,370/-	FI04/1885	11/04/2022	1/1/2	किल्याण-१	
	१३	ASI 010518	11,73,612/-	FI04/1879	11/04/2022		TALYAN.	7
	88	ASI 020519					/.	
NNICIA	925	Total	74,99,154/-					
गण डोंबिंग ानगरपालि जि. छाणे. DSI. THA	प्रतः १) कर	्र - निर्धारक व संकल्	क क.डो.म.पा.क , ९'आय' प्रभाग	ल्याण.		ाय्यक संस्कृत न विवली महारामा		



## कल्याण डोंबिवली महानगरपालिका, कल्याण. नगररचना विभाग

जा.क.कडोंमपा/नरवि./ ५०2

प्रति, श्री राजेश महादेव हिंदुराव.

विषय— मौजे पिसवली येथील स.नं.१२ हि.नं.११ या भूखंडाबाबत विकास योजना ६3 अभिप्राय मिळणेबाबत.

संदर्भ— आपला दि. २५/०६/२०२० रोजीचा अर्ज क.११२००६%,

महोदय,

उपरोक्त संदर्भीय अर्जाचे अनुषंगाने मौजे पिसवली येथील स.नं.१२ विस्ति क्षेत्र या भूखंडाबाब ते विकास योजनेचा अभिप्राय अपेक्षिलेला असून सोबत उपअधिक्षक भूमिअभिलेख क्षेत्र मोजणी नकाशाची छायांकीत प्रत सादर केलेली आहे.

त्यानुसार आपणास कळविण्यात येते की, सदर गाव शासन निर्णय क.केडिस्. १९८१ १५/ निव—१८, दि.१४/५/२०१५ नुसार कल्याण डोंबिवली महानगरपालिकेच्या हद्दीत समाविष्ठ करण्यात आलेले आहे. मुंबई महानगर प्रदेश विकास प्राधिकरणाने सदर २७ गावांच्या क्षेत्रासाठी विकास योजना तयार करुन शासनास मंजुरीसाठी सादर केली होती. सदर विकास योजना शासनाने Notification No. TPS-1212/1697/CR No.101/C 13/VO-12, Dated 11th March 2015 नुसार काही भाग वगळून (E.P.) मंजुर केलेली आहे तसेच दि.९/५/२०१७ रोजी (E.P.) ल शासनाने मंजुरी दिलेली आहे.

त्यानुसार कल्याण डोंबिवली महानगरपालिकेच्या मौजे पिसवली येथील स.नं.१२ हि.नं.११ हा भूखंड विकास योजनेतील नियोजीत १८.०० मी. रुंद रस्त्याने व Garden-28 या आरक्षणाने बाधित होत असून उर्वरीत भूखंड रहिवास विभागात समाविष्ठ होत आहे असे दिसून येते.

कनिष्ठ अभियंषा कल्याण डोंबिवली महानगरपालिका, कल्याण

(टिप— बांधकाम परवानगी प्रदान करतेवेळी अधिकृत मोजणी नकाशाच्या अनुषंगाने व प्रत्यक्ष जागेवरील सर्व्हेक्षणानूसार झोन अभिप्राय कामम राहतील.)

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#### KALYAN DOMBIVALI MUNICIPAL CORPORATION, KALYAN

#### APPENDIX 'D-1'

## FORM FOR SANCTION OF BUILDING PERMISSION AND COMMENCEMENT CERTIFICATE

To, Mr. Mansur Kalabhai Zojwala & Others	dallar franco O N	
P.O.A M/s. Pride Enterprises through Mr. Nathusing & Others Architect - Mr. John Varhgese, Kalyan	Nandram God	
	研事. 922	y : :075
	86	EZ

With reference to your application dated 28/03/2025 for the grantof sanction of Commencement Certificate under Section 44 of The
Maharashtra Regional and Town Planning Act, 1966 read with Section
253 of Maharashtra Municipal Corporations Act, 1949 to carry out
development work / Building on S. No. 12, H. No. 11, Village Pisavali,
situated at Kalyan (East) the Commencement Certificate / Building
Permit is granted under Section 45 of the said Act, subject to the
following conditions:

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

Office No.KDMC/TPD/BP/27Village/2022-23/02/176.
Office Stamp

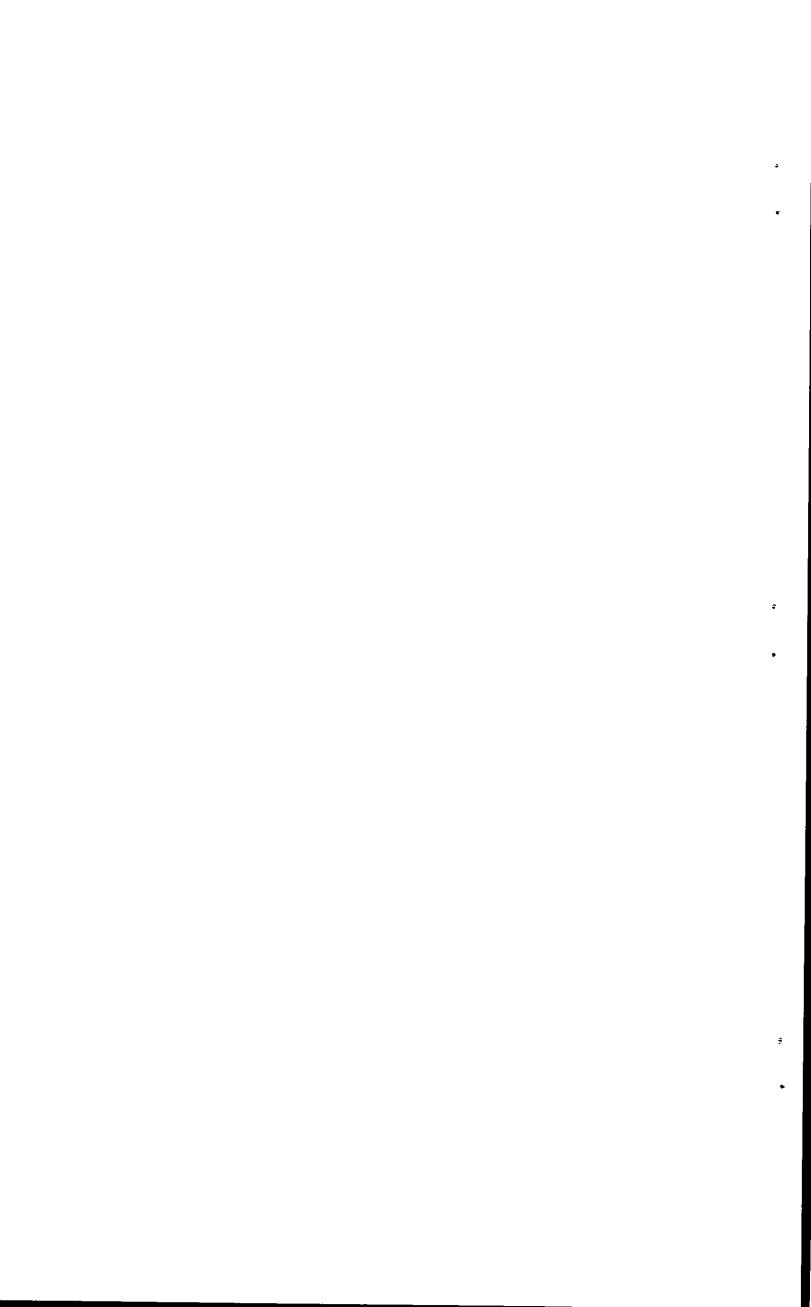
Date: 10 08 2023.

कल्याण डांबियती है । कल्याण डांबियती है । महानगरपालिका का । का ठाण । \* 051 मध्यक्षः

Yours faithfully,

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

Page No. 1/4





महानगरपाक्षिका

### कल्याण डोंबिवली महानगरपालिका, कल्याण नगररचना विभाग

्रिक्ष के बी.मी. ह.वि.ह. क्षेत्रासहित) सुधारीत बांधकाम परवानगी कः KPMC TPD BP 27 Village 2022-23 02 176. Dt 10/08/2023.

संदर्भ : १) जा.क्र.कडोंमपा/नरवि/बांप/२७गावे/२०२२--२३/०२, दि. १३/०४/२०२२ रोजीची बांधकाम प्रारंभ परवानगी.

२) वास्तूशिल्पकार श्री. जॉन वर्गीस यांचा दि. २८/०३/२०२३ रोजीचा प्रस्ताव.

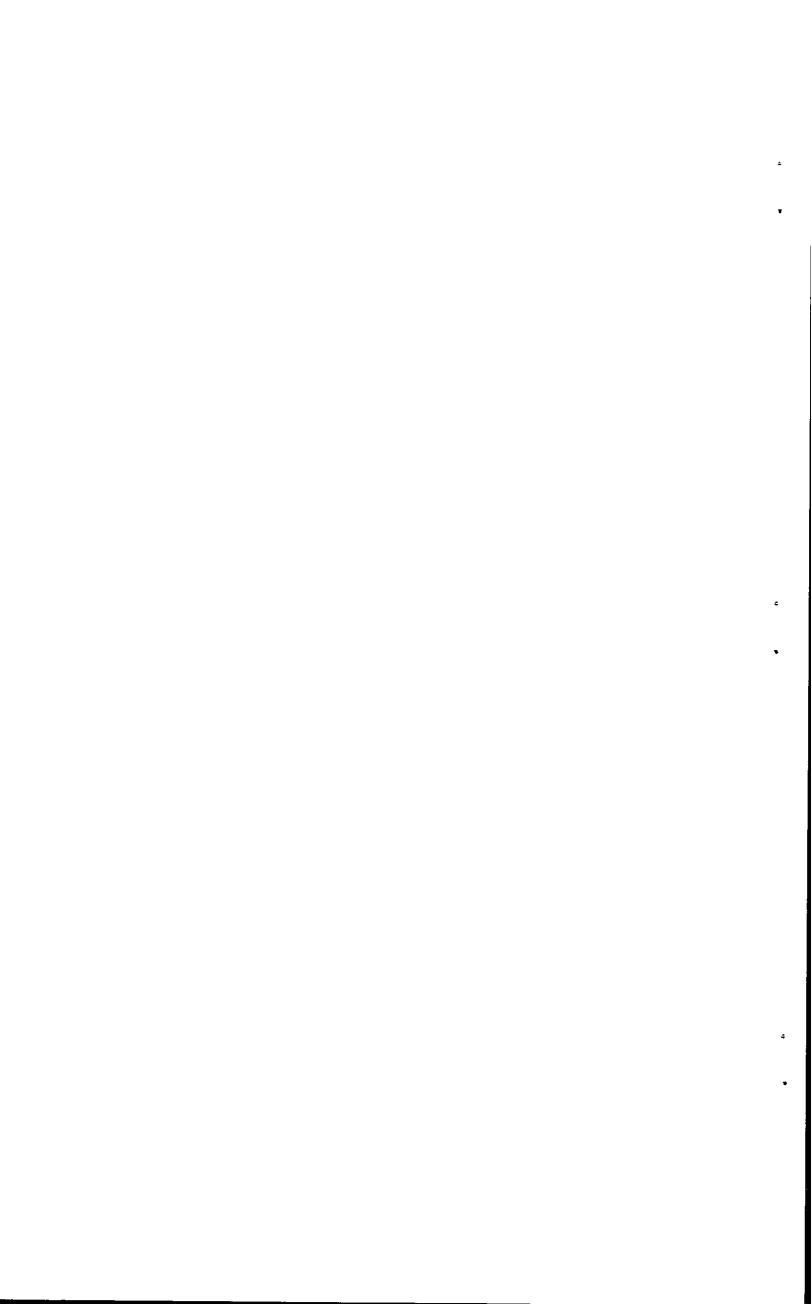
महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ चे कलम ४४ तसेच म.प्रा. व न.र. अधिनियम १९६६ चे कलम ४५ नुसार मौजे — पिसवली, कल्याण (पूर्व) येथील स.न. १२, हि.नं. ११ मध्ये ७/१२ उताऱ्यानुसार् ५७२०.०० चौ.मी. क्षेत्रापैकी 'हाजीमलंग पाईपलाईनसाठी' समाविष्ठ असलेले १३४०.०० चौ.मी. क्षेत्र वगळून तसेच किमान हद्दीनुंस्तर-्प्राप्त होणाऱ्या ४२७६.९६ चौ.मी. क्षेत्राच्या भूखंडीवर UDCPR नुसार Basic FSI व Ancillary FSI वा विचार करुन तसेच अस्तित्वातील बांधकामाचे १२७१.०८ ची.मी. क्षेत्र वगळून एकूण ५२०७० ची.मी. बांधकाम क्षेत्रास संदर्भ क्र. १ अन्वये बांधकाम प्रारंभ परवानगी प्रदान करणेयात् आरेहेली ह्याहि

सध्यस्थितीत मा. आयुक्त महोदय यांनी मंजूर केलेले २६३३.६० ची मी, हं वि त्याअनुषंगाने अनुज्ञेय होणारे Premium FSI व Ancillary FSI चा विचार्र्क्ट्रक्न १५५१ (१४ चौ.मी. वाढींव क्षेत्रांसहित एकूण १४८०५.८४ चौ.मीं. (अस्तित्वातील ब्रांक्युंक्यीसाई) चौ.मी. क्षेत्र वगळून.) बांधकाम क्षेत्राच्या भुखंडाचा विकास करावयास हु बांधुकाम मिळणेकामी दिनांक २०/१२/२०२२ च्या अर्जास अनुसरुन खालील अटी व सुधारीत बांधकाम परवानगी देण्यात येत आहे.

### बांधकामाचा तपशील :--

इमारत क्र.	सुधारीत प्रस्तावानुसार इमारतीचा तपशील	क्षेत्र (चीमा)	£3
इमारत क्र. १	स्टिल्ट (पै), तळ (पै) + पहिला मजला एकोणीस मज (रहिवास + वाणिज्य) + वीसावा मजला (रहिवास Recreation Floor)		
इमारत क्र. २	स्टिल्ट + पहिला मजला ते सातवा मजला (रहिवास)	LIBE CO. SO.	12912
	एकूण बांधकाम क्षेत्र	Radio Hotel	
अदी व शर्ती :	-	TRIVIN	

- १) एकत्रिकृत विकास नियंत्रण व प्रोत्साहन नियमावली (UDCPR) मधील विनियम छ. २.८.३ नुसार प्रत्यक्ष जागेवर बांधकाम सुरु करणेपुर्वी बांधकाम मंजुरीचा फलक लावणे आपणांवर बंधनकारक राहिल.
- २) UDCPR मधील विनियम क.1.5 Savings मध्ये नमूद a to h बाबत शासनाच्या वेळोवेळी निर्गमित होणाऱ्या मार्गदर्शक सूचना आपणांवर बंधनकारक राहील.
- ३) बांधकाम चालू करण्यापूर्वी सात दिवस आधी महापालिका कार्यालयास लेखी कळिवण्यात यावे. Page No. 2/4



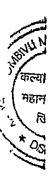
- ४) UDCPR मधील Appendix-F नुसार वाडेभिंत व जोत्याचे बांधकाम झाल्यानंतर वास्तुशिल्पकाराचे प्रमाणपत्र महानगरपालिकेस सादर करण्यात यावे व त्यानंतरच पुढील बांधकाम करण्यात यावे.
- ५) सदर अभिन्यासात कोणत्याही प्रकारचा फेरफार पूर्व परवानगी घेतल्याशिवाय करु नये, तसे केल्याचे आढळून आल्यास सदरची विकास परवानगी रद्द समजण्यात येईल.
- ६) UDCPR मधील विनियम क. १२.१ ते १२.३ नुसार इमारतीच्या बांधकामाच्या सुरक्षिततेची (स्ट्रक्चरल सेफ्टी) जनाबदारी सर्वस्वी वास्तुशिल्पकार, Structural Enineer व परवानगीधारक यांचेवर राहिल, याची नोंद घ्यावी.
- ७) भूखंडाकडे जाण्या—येण्याच्या मार्गाची जबाबदारी संपूर्णपणे आपलेकडे राहिल. सुधारीत बांधकाम प्रमाणपत्र नियोजित रस्त्याप्रमाणे दिले असल्यास त्या महानगरपालिकेच्या सोयी प्रमाणे व प्राधान्याप्रमाणे केले जाईल व तसा रस्ता होईपर्यंत इमारतीकडे येणा—जाण्याचे मार्गाची जबाबदारी सर्वस्वी आपली राहिल. दिसा फ्र. 🤈 2\_2

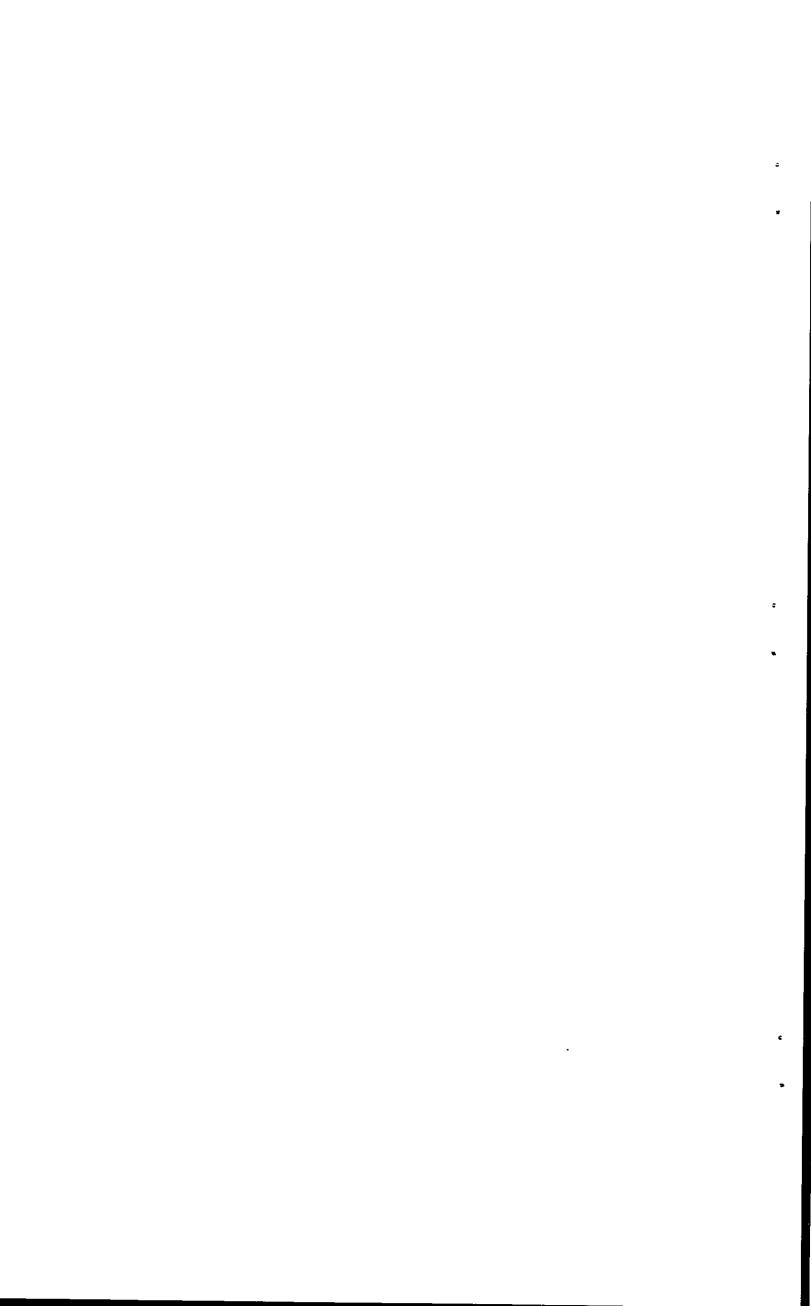
८) सदर जागेतून पाण्याचा नैसर्गिक निचरा होत असल्यास तो जलनि:सारण विभाग, क्रुडों.म.प्र) च्या परवानगीशिवाय वळवू अथवा बंद करु नये.

९) बांधकामाचे साहित्य रस्त्यावर टाकावयाचे झाल्यास महापालिकेच्या बांधकाम परवानगी घेणे आवश्यक राहील व त्याकरीता नियमाप्रमाणे लागणारी रक्कम त्यासह रक्कम) भरावी लागेल तसेच निरूपयोगी साहित्य महापालिका सांगे स्वखर्चाने वाहून टाकणे आपणावर बंधनकारक राहील.

१०) वापर परवाना दाखला घेण्यापुर्वी कर विभाग, जलनिःसारण विभाग व मलनिस्सिरे अग्निशमन विभाग, पाणी पुरवठा विभाग, उद्यान विभाग, क.डों.म.पा. यांचेकडीले दाखला बांधकाम नकाशासह सादर करणे आपणावर बंधनकारक राहील.

- ११) जागेच्या मालकी हक्काबाबत काही वाद असल्यास अथवा निर्माण झाल्यास त्यांचे संपूर्ण निराकरण करण्याची जबाबदारी आपली राहील.
- १२) बांधकाम पूर्णत्वाचा दाखला घेणेपूर्वी कल्याण डोबिवली महानगरपालिकेच्या निर्देशाप्रमाणे इमारतीत सौरउर्जा उपकरणे बसवून विद्युत विभागाकडील ना हरकत दाखला सादर करणे बंधनकारक राहील.
- १३) UDCPR मधील विनियम छ. १३.३ नुसार भुखंडावरील इमारतीत रेन वॉटर हार्वेस्टिंगबाबत अंमलबजावणी करणे आपणांवर बंधनकारक राहील.
- १४) बांधकाम पूर्णत्वाचा दाखला घेणेपूर्वी महसूल विभागाकडून गौणखनिज स्वामित्वधन रक्कम शासनास जमा केलेबाबतचा ना हरकत दाखला सादर करणे आपणावर बंधनकारक राहील.
- १५) बांधकाम पूर्णत्वाचा दाखला घेणेपूर्वी मा. जिल्हाधिकारी, यांचेकडील सनद सादर करणे 😲 आपणावर बंधनकारक राहील.
- १६) UDCPR मधील विनियम क. १३.४ नुसार ग्रे—वॉटर रिसायकलींग बाबत कार्यवाही करणे तसेच संबंधित विभागाचा ना हरकत दाखला सादर करणे आपणांवर बंधनकारक राहील.
- १७) UDCPR मधील विनियम क. १३.५ नुसार घनकचरा व्यवस्थापना बाबत कार्यवाही करणे तसेच संबंधित विभागाचा ना हरकत दाखला सादर करणे आपणांवर बंधनकारक राहील.
- १८) नकाशात हिरव्या रंगाने केलेल्या दुरूस्त्या आपल्यावर बंधनकारक राहतील.
- १९) इमारतीचे बांधकाम या सोबतच्या मंजूर केलेल्या नकाशांप्रमाणे आणि वरीलप्रमाणे घालून दिलेल्या अटींप्रमाणे करणे आपणावर बंधनकारक राहील.





- २०) सदर प्रकरणी चुकीची अथवा अपुर्ण माहिती दिली असल्यास सदर बांधकाम परवानगी रद्द समजण्यात येईल.
- २१) प्रकरणी दि. ०१/०८/२०२३ रोजीच्या फी पत्रानुसार आपण आय.डी.बी.आय. बॅक, वाशी शाखा येथील दुसऱ्या टण्यातील रु. ४८,९५,९८०/— बाबत धनादेश क्र. ५०६०११, दि.०१/०८/२०२४ व तिसऱ्या टण्यातील रु. ४५,५६,३१५/— बाबत धनादेश क्र. ५०६०१२, दि.०१/०८/२०२५ अन्वये Post dated Cheque सादर केलेले आहेत. सदर रक्कमेचा विहीत वेळेत व्याजासिहत भरणा करणे आपणावर बंधनकारक राहील. याबाबत आपण हमीपत्र सादर केलेले आहे.

टिप:— UDCPR नुसार वरीलपैकी आपणास लागु असलेल्या अर्टीची पूर्तता करणे आपणावर बंधनकारक राहील, याची नोंद घ्यावी.

इशारा:--मंजूर बांधकाम प्रस्तावाव्यतिरिक्त केलेल्या अनिधकृत फेरबर्द्वलाबाबक अम्पण्ट प्रादेशिक नियोजन व नगररचना अधिनियम, १९६६ मधील कल्या-५१ ते देखे च्या नुसार दखलपात्र गुन्हयास पात्र राहाल. दस्त क्र. 🔿 2 बांधकाम परवानगीअंतर्गत भरण्यात आलेल्या रक्कमेचा तपशिलः अ.क. लेखाशिर्ष रक्कम पावती क्रू दिनांक यापुर्वीचा एकुण भरणा तपशिल ARI 020101 6,75,770/-AC16544 08/08/2023 ARI 020102 ₹ 3 AŔI 020103 47,995/-AC16544 08/08/2023 ARI 020104 12,62,272/-ሄ AC16544 08/08/2023 ARI 020105 ٩ **ARL 020108** Ę ARI 020109 હ ARI 020110 13,17,624/-4 AC16544 08/08/2023 ASI 010304 28,79,700/-8 AC16542 08/08/2023 ASI 010513 १० 10,48,828/-AC16544 08/08/2023 ASI 010518 16,89,424/-११ AC16543 08/08/2023 ASI 010519 १२ 13,17,624/-AC16544 08/08/2023 TOTAL 1,02,39,237/-

अटाक्ट्रा अधिवाली अधिवाली अधिवाली अधिवाली अधिवाली

सहाय्यक संचीकक नगररचना, कि र ते। कल्याण डोंबिवली महानगरपालिका, कल्याण.

प्रत:-

- १) करनिर्धारक व संकलक क.डो.म.पा.कल्याण.
- २) प्रभाग क्षेत्र अधिकारी 'आय' प्रभाग क्षेत्र.

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### CHALLAN

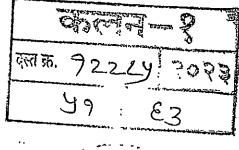
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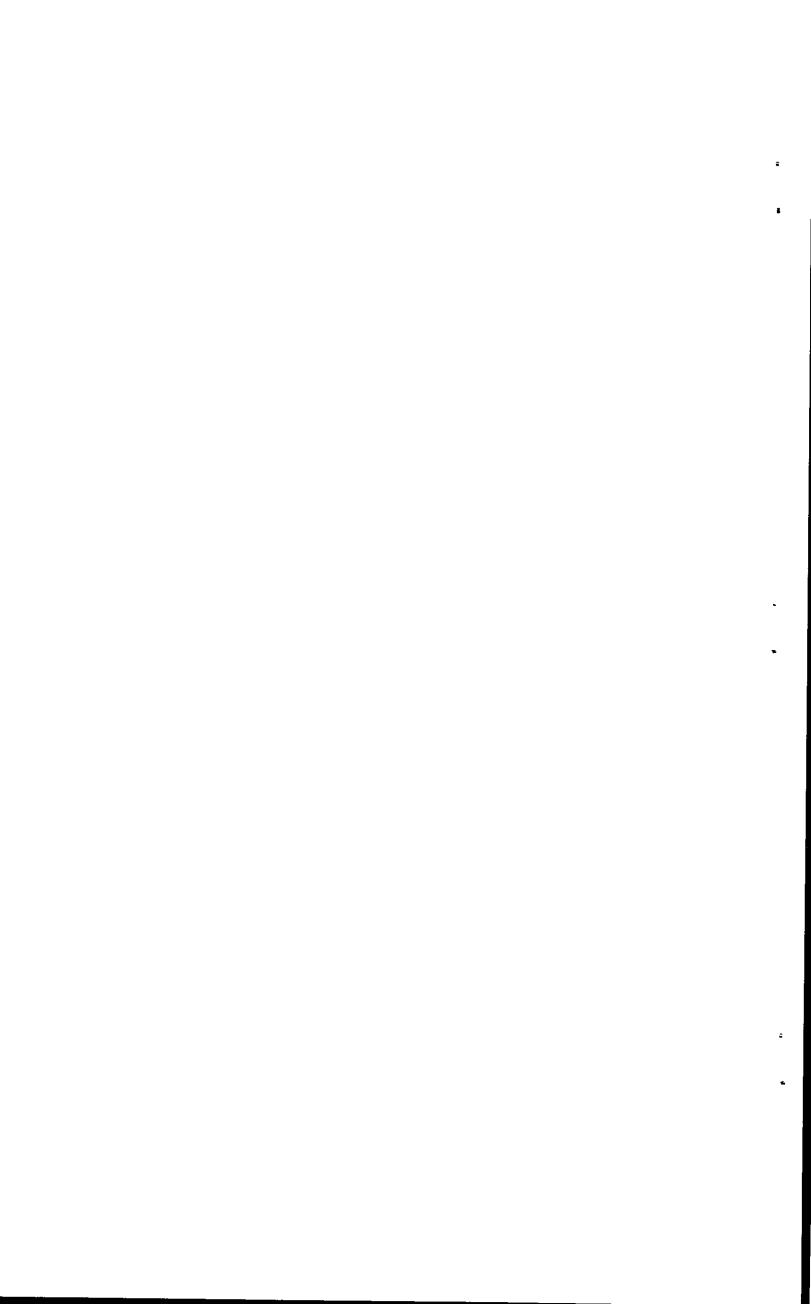
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# तहिल्ला अध्य अध्य अध्य अध्य अध्य कल्याण

क्र./महसूल/टे-२/जमीनबाब-१ /रुपांतरणकर 'एराआर- १०३/२०२०

दिनांक: 🤣 /०२/२०२१

प्रति,

मन्सूर कालाभाई झोजवाला व इतर यांचे तर्फे कु.मु.धा श्री मनिष उद्वव रुपचदानी इस्त क. 922LY : ए२३ गवतः Y2 &3

विषय:- रुपांतरीतकर (CONVERSION TAX) भरुन घेणेबार्ब

मौजे, पिसवली ता. कल्याण जि.ठाणे

स.नं. एकुणक्षेत्र रुपांतरीत कर भरण्य (स.नं,प्रमाणे चौ.मी.) करावयाचेक्षेत्र (चौ.मी.) १२/११ ५७२०.०० ४३८०.०० (चौ.

संदर्भ :- १. महसूल व वन विभाग, मंत्रालय, मादामकामा मार्ग, हुतात्मी चौक्र अपूर्व ४०० ०३२, यांचेकडील अधिसूचना दिनांक ५ जानेवारी, २०१७.

- २. मा. जिल्हाधिकारीठाणे यांचेकडील पत्र क्र.महसूल/क-१/टे१/२/रु.कर/ अ.आकारणी/परिपत्रक-०१/१७, दिनांक:- १६/०३/२०१७
- ३. आपण या कार्यालयात रुपांतरीत कर भरणेकामी केलेला अर्ज.

महसूल व वन विभाग, महाराष्ट्र गासन यांनी निर्गमित केलेल्या महाराष्ट्र जमीन महसूल संहिता (सुधारणा) अध्यादेश - २०१७ मध्ये महाराष्ट्र जमीन महसूल अधिनियम १९६६ चे कलम ४२ व (१) नुसार कलम ४२, ४२अ, ४४ मधील ४४ अ या मध्ये काहीही अंतर्भुत असले तरी, महाराष्ट्र प्रादेशिक नियोजन व नगररचना अधिनियम, १९६६ याच्या तरतुदींनुसार कोणत्याही क्षेत्रामध्ये अंतिम विकास योजना प्रसिध्द केल्यावर, जर पोट कलम (२) मध्ये तरतुद केल्याप्रमाणे रुपांतरण कर, अकृषिक आकारणी आणि लागू असले तेथे, नजराणा किंवा अधिमुल्य, किंवा इतर शासकीय देणी यांचा भरणा केला असेल तर, अशा क्षेत्रात समाविष्ट असलेल्या कोणत्याही जिमनीचा वापर हा अशा विकास योजनेतील वाटप, आरक्षण किंवा निर्देशन या स्वरुपात दर्शविलेल्या वापरात रुपांतरित करण्यांत आले असल्याचे मानण्यात येईल असे नमुद आहे व त्याअनुषंगाने अशा क्षेत्रात रुपांतरण कर आणि त्या विकास योजनेत दर्शविलेल्या वापराच्या आधारे अशा जिमनीची अकृषिक आकारणी निश्चित करण्यात यावी असे निर्देश देण्यात आलेले आहेत. त्यानुसार व मा. जिल्हाधिकारी ठाणे यांचेकडील दिनांक १६/०३/२०१७ रोजीचे परिपत्रकान्वये दिलेल्या सुचनांप्रमाणे आपण विनंती केलेल्या विषयांकीत जमीन मिळकतीची खालील रुपांतरीत कराची रक्कम आपणास कळविण्यात येत आहे.

सदर रुपांतरीत कराची रक्कम ही महाराष्ट्र जमीन महसूल अधिनियम १९६६ चे कलम १५७ मधील तरतुदींना अधीन राहून उपलब्ध कागदपत्र, कल्याण डोंबिवली महानगरपालिका कल्याण यांचेकडील झोनबाबतचे पत्र, त्यामध्ये नमुद असलेली टिप व आपले सत्यप्रतिज्ञापत्र यांस अधिन राहुन भरून घेण्यात येत आहे. सदर जिमन मिळकतीबाबत मालकी हक्काबाबत वाद/न्यायालयीन बाब अथवा स्थगीती आदेश

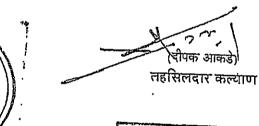
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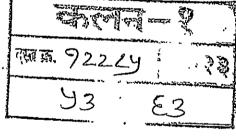
तसेच आपण सादर केलेली कागदपत्रातील माहिती खोटी असल्याचे निदर्शनास आल्यास सदरचे आदेश रह समजण्यात येतील.

सदर जागेचा वण्य जमीन मालकाकडुन होतो अथवा अन्य कोणाकडुन होतो याबाबतची जबाबदारी महसूल खात्याची नसेल. तसेच सदरचा रुपांतरीत कर आपण विनंती केलेल्या क्षेत्रासाठी रहिवास दराने भरून घेण्यात येत आहे. त्यामुळे महाराष्ट्र जमीन महसूल संहिता १९६६ चे कलम ४२ ब नुसार भविष्यात नियोजन प्राधिकारी यांचेकडुन ध्विषयांकीत मिळकतीबाबत बांधकाम परवानगी प्राप्त करुन घेतल्यानंतर मंजूर नकाशानुसार अतिरीक्त रुपांतरीत कर परीगणीत झाल्यास त्याचा भरणा करणे आपणावर बंधनकारक असेल. तसेच विषयांकीत मिळकतीवर नियोजन प्राधिकारी यांचेकडील मंजूर नकाशानुसार बांधकाम करणे आपणावर बंधनकारक असेल. सदर रुपांतरीत कराची रक्कम शासन जमा केलेचे नंतर भविष्यांत उक्त जमीन मिळकतीचे मालकीसंदर्भात कोणताही गाव किंवा कोणतीही न्यायालयीन बाब उद्भवल्यास त्यांची सर्वस्वी जबाबदारी आपली असेल.

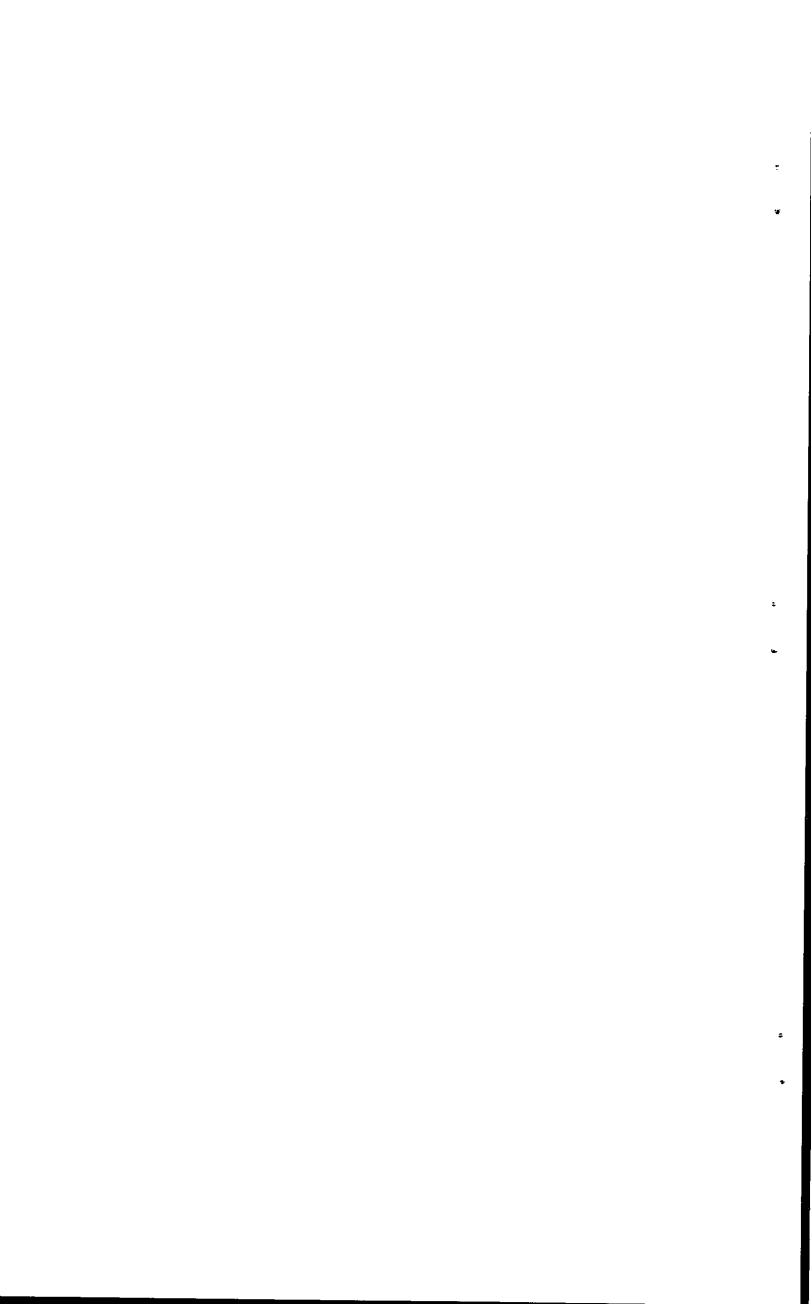
अ.क्र.	गावाचे नांव	स्र,नं,	रुपांतरीत कर भरावयाचे क्षेत्र (चौ.मी.)	रुपांतरीत कराची रक्कम
ζ.	पिसवली	१२/११ ,	४३८०.००	,
		एकुण	००,०० ४३८०	३१५३.६०/-

वरीलप्रमाणे रुपांतरण कराची आपण चलनाद्वारे शासनजमा करावीं सदर रक्कम आपण शासनास भरणा केल्यानंतर तसेच नियोजन प्राधिकारी यांचेकडून बांधकामाबाबत परवानगी (IOD/CC) प्राप्त केल्यानंतर १) जिमनीचे अद्यावत गाव नमुना नं.७/१२ उतारे २) बांधकाम परवानगीच्या प्रमाणपत्राची प्रतीसह मा.जिल्हाधिकारी ठाणे यांचे कार्यालयात सनद मिळणेकामी अर्ज करावा









## जिल्हाधिकारी व सक्षम प्राधिकारी, उल्हासनगर नागरी संकुलन, ठाणे. चौथा मजला, जिल्हाधिकारी कार्यालय, ठाणे (प) ४०० ६०१

Email Id:- <u>uuathane76@gmail.com</u>

दुरध्वनी क्र. ०२२-२५३४१०४५

युएलसी/युएलएन/क.२०/औ.सुट/पिसवली/जा.क्र.५८

दि. aL-ton 12029

1) रिलेसिंचालक, उद्योग संचालनालय यांचेकडील आदेश क्र. ULC/Z-11/MC/IC/GAD 3664, | वर्षे: | 4.11.1979

२) श्रीसन, नगर विकास विभाग निर्णय क्र. नाजक २०१८/प्रक्र ५१/नाजकथा-१, दि. १ ऑगस्ट २०१९ श्री. मन्सुर कलाभाई झोजवाला व इतर यांचे कुमुधा श्री. मनिष उध्दव रुपचंदानी, रा. डोंबिवली (पु) यांचा दिनांक १४/०१/२०२० व ०४/०९/२०२० रोजीचा विनंती अर्ज.

४) मा. जिल्हाधिकारी व सक्षम प्राधिकारी, उल्हासनगर नागरी संकुलन यांचे पत्र क्र. युएलसी/ युएलएन/क. २०/औद्यो/डिमांड नोटीस/कावि/जा.क्र.२३९, दिनांक १५/१२/२०२०

५) अर्जदार यांनी धनादेश सादर केलेबाबतचे दि. १७/१२/२०२० रोजीचे पत्र.

६) शासन १५% अधिमुल्याची रक्कंम भरणा केल्याबाबतचे चलन क्र. ०५, दिनांक क्रु

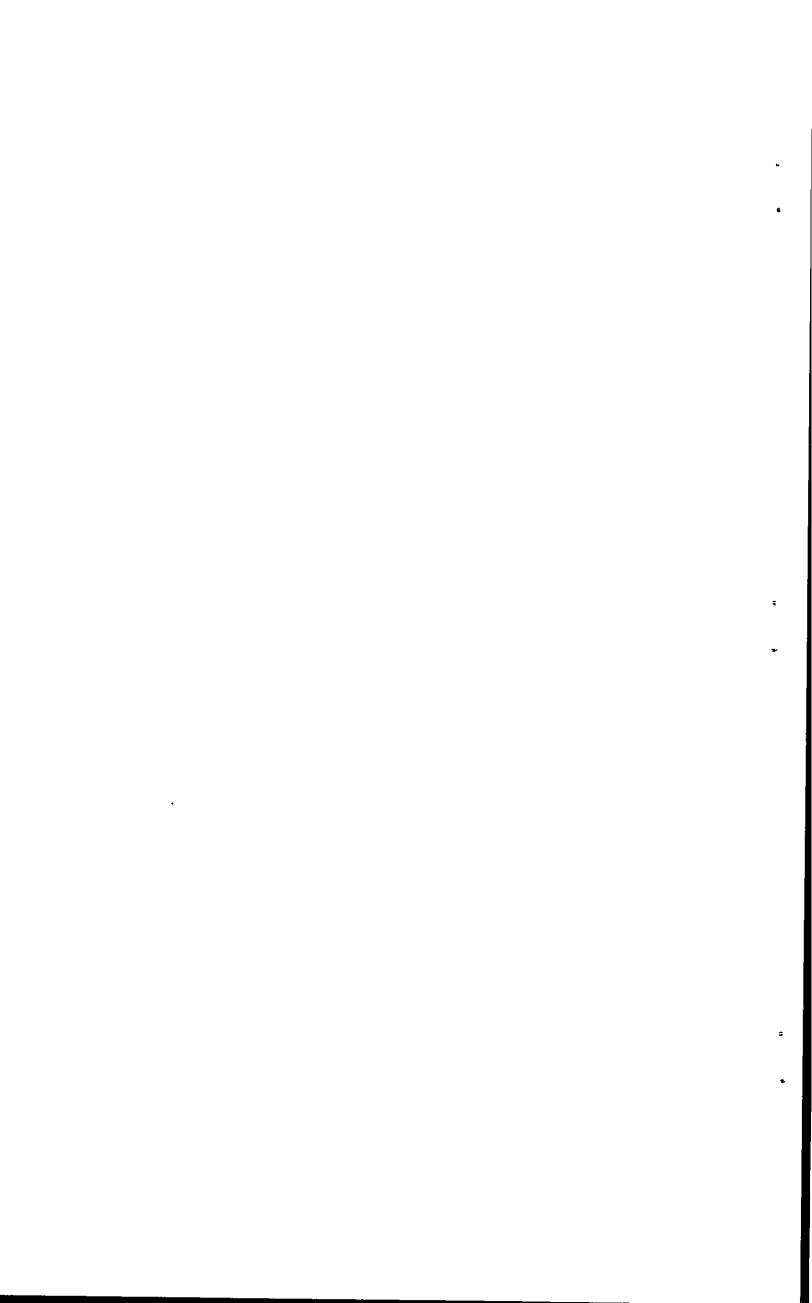
दिनांक हुन्द्र २/२०२३ दल क. 9 2 2 ८ ५ १०२३

आदेश:-

ज्याअर्थी, सह संचालक, उद्योग संचालनालय यांचे कार्यालयाकडील उपो<del>द्धातातील अ</del>:क्र. १-वर नमु<del>र</del> मंजूर योजना क्र. ULC/Z-11/MC/IC/GAD 3664, dt. 14.11.1979 अन्वये मौजे पिसवली, ता. कल्याण, जि. ठाणे येथील स.क्र. ९/१, १२/११ चे मंजुर योजनेतील एकुण क्षेत्र ११२०४:६९ चौ.मी स्त्रावर नागरी जिमने (कमाल धारणा व विनियमन) अधिनियम १९७६ चे कलम २० अन्वये औद्योगिक प्रयोजनार्थ योजना मंजूर करण्यात आलेली आहे.

ज्याअर्थी, नागरी जिमन (कमाल धारणा व विनियमन) निरसन अधिनियम, १९९९ नुसार मुळ अधिनियमाच्या कलम २० खालील सुटीचे आदेश व त्याखालील कार्यवाही संरक्षीत असल्याचा व सुटीच्या आदेशान्वये विविध क्षेत्रावर मंजूर केलेल्या योजना राबविणे संबंधीत योजनाधारकावर बंधनकारक असल्याचा निर्णय दिनांक ३/९/२०१४ रोजी मा. उच्च न्यायालायाने रिट याचिका क्रमांक ९८७२/२०१० मध्ये दिलेंला आहे.

ज्याअर्थी, मा. उच्च न्यायालयाचे दिनांक ३/९/२०१४ रोजीचे आदेश मा. सर्वोच्च न्यायालयामध्ये विशेष अनुमती याचिका क्रमांक २९००६/२०१४ व इतर याचिकांद्वारे आव्हानित करण्यात आलेले होते. त्यामध्ये मा. सर्वोच्च न्यायालयाने दिनांक १०/११/२०१४ रोजीच्या अंतरीम आदेशानुसार योजनाधारक यांचे विरूध्द कोणतीहीं कठोर भुमिका न घेण्याचे निर्देश दिलेले होते.



ज्याअर्थी, ना.ज.क.धा. विषयाबाबतचे विविध न्याय निर्णय, शासन कार्यपृथ्दती तसेच योजनेच्या अंमलबजावणीमधील विविध अडचणी व त्याबाबत करावयाच्या संभाव्य उपाय योजना सुचविण्यासाठी दिनांक १६/६/२०१७ रोज़ीच्या शासन निर्णयान्वये शासनाने गठीत केलेल्या द्विसदस्यीस समितीने केलेल्या शिफारसी राज्य मंत्री मंडळाने दिनांक १८/११/२००८ रोजीच्या बैठिकत चर्चा होऊन स्विकारण्यात आलेल्या आहेत.

ज्याअर्थीं, द्विसदस्यीस समितीने केलेल्या शिफारसी व त्याबाबतची शासनाची भूमिका व Consent term मा. सर्वोच्च न्यायालयासमोर सिव्हील अपिल क्रमांक ५५८/२०१७ मध्ये सादर करण्यात आल्या होत्या व सदरच्या सर्व बाबी विचारात घेऊन सिव्हील अपिल क्रमांक ५५८/२०१७ व त्यामध्ये दाखल आय. ए. क्र. १९७०६/२०१९, ९२३५७/२०१९, व ३६२५७/२०१७ निकाली काढतांना मा. सर्वोच्च यायालया व र्यायालया क्रमांक २/७/२०१९ रोजी द्विसदस्यीय समितीने शासनास सादर केलेल्या शिफारशी नुसार कार्यवाही करण्यास अनुमती

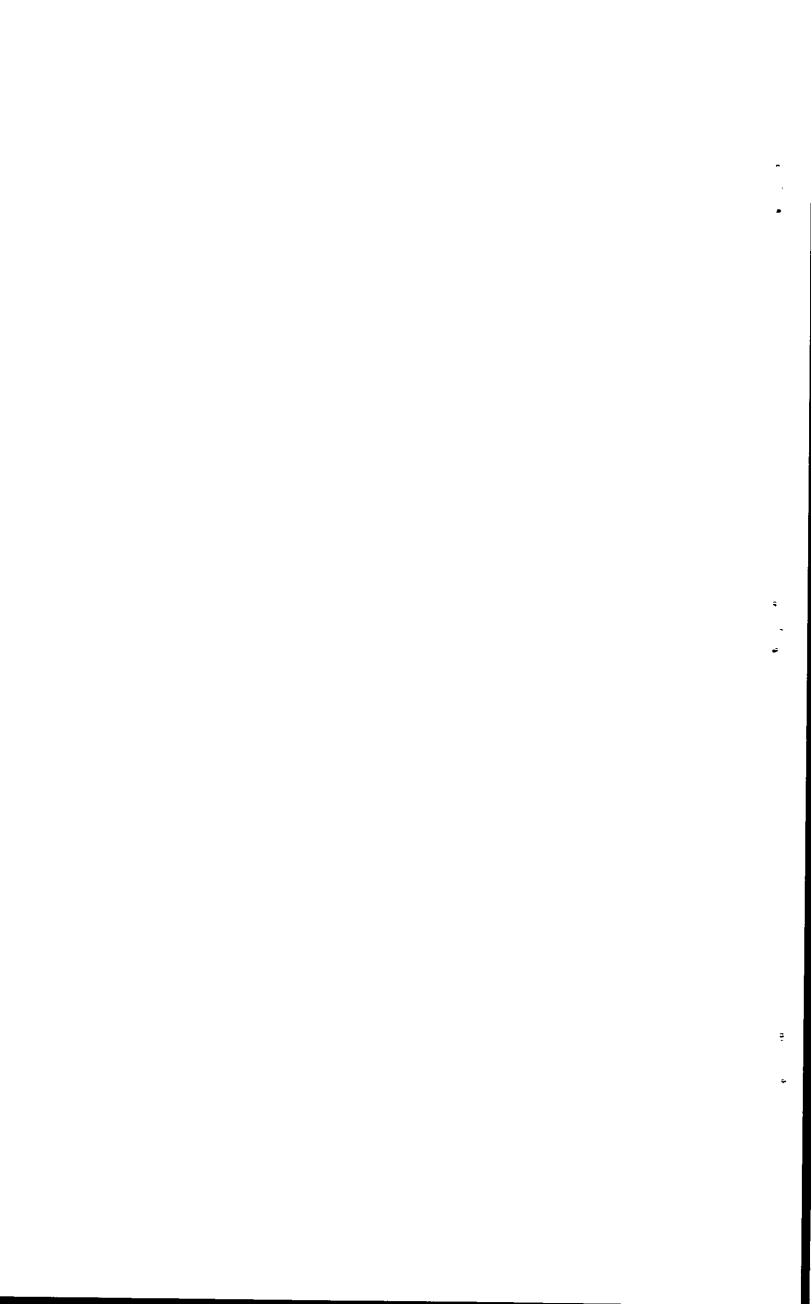
ज्याअर्थी, द्विसदस्यीय समितीने केलेल्या शिफारसी व मा. सर्वोच्च न्यायालयाचे आहेश विचारात घेऊनः नाजकधा कलम २० अन्वये विविध प्रयोजनार्थ सुट देण्यात आलेल्या योजनेखांलील क्षेत्राचा विकास करण्यासाठी शासनाच्या नगर विकास विभागाकडील शासन निर्णय क्रमांक नाजक २०१८/प्र.क. ५१/र्ज्याजकधा १, दिनांक १ ऑगस्ट, २०१९ अन्वये निर्णय घेतला आहे.

भेदिलेली आहे.,

ज्याअर्थी, शासनाने पारित केलेल्या दि. १ ऑगस्ट २०१९ चे निर्णयानुसार नाजकधा अधिनियुमाच्या कलम २० खालील आदेशामधील गृहबांधणी योजना या प्रयोजनार्थ सुट दिलेली आहे अशा आदेशिय नमुल्य असलेल्या सुट दिलेल्या क्षेत्राचे प्रचलित वार्षिक बाजार मृल्यदर तक्त्यामधील दराच्या १०% दराने स्थानित प्रवाण होणारे अधिमुल्य एकरकमी आकारणी करून असे क्षेत्र रहिवास प्रयोजनार्थ विकसनासाठी योजनाधारकांस उपलब्ध करून देण्याबाबत तसेचं, ना.ज.क.धा. कलम २० अन्वये मंजूर करण्यात आलेल्या भूखंड विकास व गृहबांधणी योजनांबाबत शासनाच्या प्रचलित धोरणानुसार देय असणाच्या मृदतवाढीच्या (दंडात्मक) रकमा गोजनाधारक /योजनाधारकाचे विकासक यांचेकडुन ते विकसीत करीत असलेल्या क्षेत्राच्या मर्यादेत एकरकमी वसुल करणेबाबत शासनाने उक्त धोरणात्मक निर्णय घेतलेला आहे.

ज्याअर्थी, उक्त शासन निर्णयान्वये श्री. मन्सुर कलाभाई झोजवाला व इतर यांचे कुमुधा श्री. मनिष उध्दव रुपचंदानी, यांनी उपोद्घातातील अ.झ. १ वर नमुद नागरी जमीन (कमाल धारणा व विनियमन) अधिनियम, १९७६ कलम २० खालील मंजूर औद्योगिक प्रयोजनार्थ योजनेतील मौजे पिसवली, ता. कल्याण, जि. ठाणे येथील स.झ. ९/१, १२/११ चे मंजुर योजनेतील एकुण क्षेत्र ११२०४.६९ चौ.मी पैकी स.झ. १२/११, क्षेत्र ५७१६.१६ चौ.मी. (७/१२ उताऱ्यानुसार क्षेत्र ५७२०.०० चौ.मी.) पैकी मधील अर्जदार यांनी विक्रीसाठीच्या करारनाम्याअन्वये घेतलेले क्षेत्र ४३८०.०० चौ.मी. क्षेत्रासाठी उपोद्घातातील अ.झ. २ वर नमुद दिनांक ०१/०८/२०१९ रोजीच्या शासन निर्णयानुसार प्रचलित वार्षिक बाजारमूल्य दर तक्त्यामधील दराच्या १५ टक्के दराने येणारे अधिमुल्य एकरकमी आकारून सदरचे क्षेत्र रहिवास प्रयोजनार्थ विकसनासाठी उपलब्ध करून देण्याबाबत उपोद्घातातील अ.झ. ३ अन्वये या कार्यालयाकडे अर्ज सादर केला आहे.

ज्याअर्थी, या कार्यालयाचे उपोद्घातातील अ.झ. ४ चे पत्रान्वये कळिविल्यानुसार अर्जदार श्री. मन्सुर कलाभाई झोजवाला व इतर यांचे कुमुधा श्री. मिनष उध्दव रुपचंदानी, यांनी सह संचालक, उद्योग संचालनालय यांचे कार्यालयाकडील नाजकधा अधिनियम १९७६ चे कलम २० खाली औद्योगिक प्रयोजनार्थ मंजूर योजना झ.



ULC/Z-11/ MC/IC/GAD 3664, dt. 14.11.1979 रोजीच्या सुटीच्या आदेशात् नमुद केलेल्या मौजे पिसवली, ता. कल्याण, जि. ठाणे येथील स.क्र. ९/१, १२/११ चे मंजुर योजनेतील एकुण क्षेत्र ११२०४.६९ चौ.मी पैकी स.क. १२/११, क्षेत्र ५७१६.१६ चौ.मी. (७/१२ उताऱ्यानुसार क्षेत्र ५७२०.०० चौ.मी.) मधील अर्जदार यांनी विक्रीसाठीच्या करारनाम्याअन्वये घेतलेले क्षेत्र ४३८०.०० चौ.मी. या जिमनीबाबत दिनांक ०१/०८/२०१९ रोजीच्या शासन निर्णयानुसार प्रचलित वार्षिक बाजारमूल्य दर तक्त्यामधील दराच्या १५ टक्के दराने येणारे अधिमुल्यं र. रू. ५८,४७,३००/- चा धनाकर्ष क्र. ०५०५४५, एचडीएफसी बँक, अपीएमसी, नवी मुंबई, दिनांक १६/१२/२०२० हा धनाकर्ष दिनांक १७/१२/२०२० रोजी या कार्यालयाकडे सादर केलेला असून सदरचा धनांकर्ष या कार्यालयाकडील चलन क्र. ०५, दिनांक २१/१२/२०२० रोजी स्टेट बँक ऑफ इंडियां, डीसीसी शाखेमध्ये शासकीय खात्यात जमा करण्यात आलेला आहे.

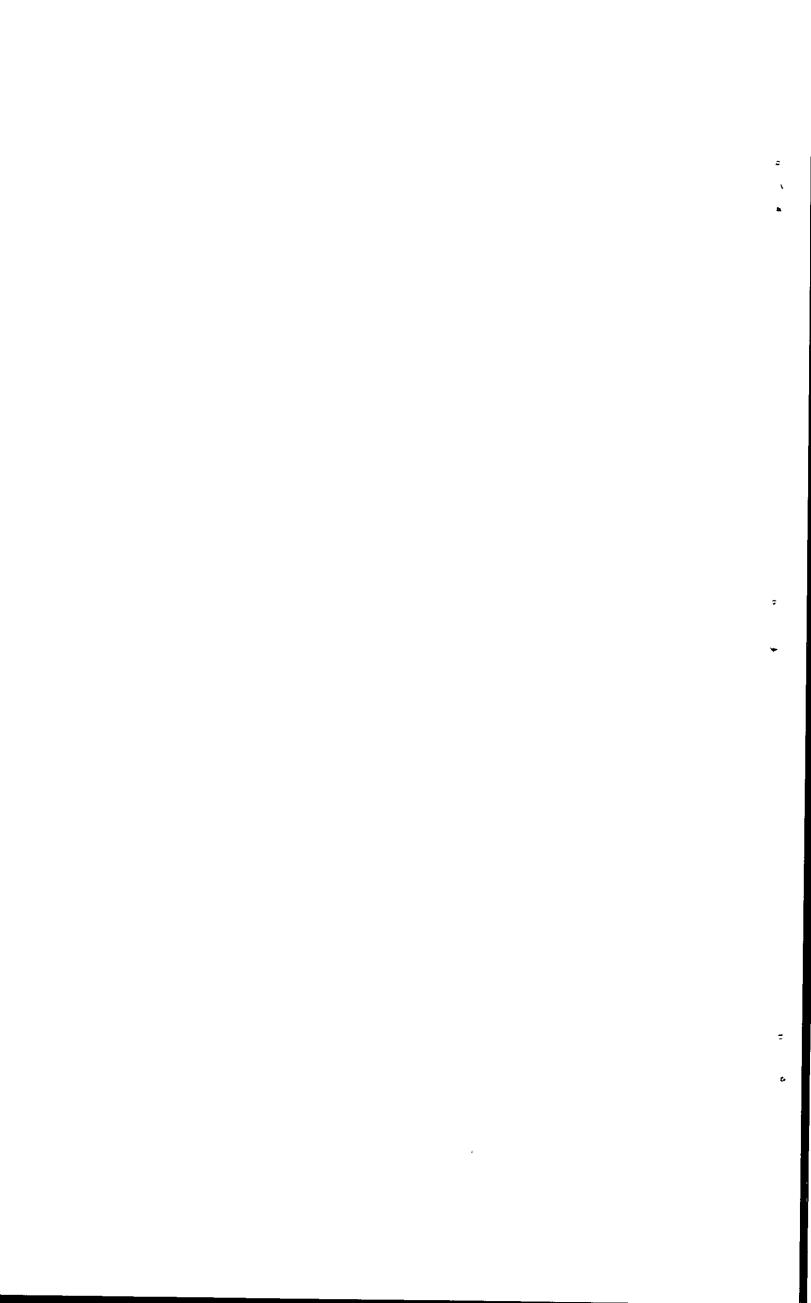
त्याअर्थी, मी राजेश ज. नार्वेकर, जिल्हाधिकारी तथा सक्षम प्राधिकारी, उल्हासनगर नागरी संकूलन, ठाणे मला प्रदान केलेल्या अधिकारान्वये औद्योगिक प्रयोजनार्थ योजना क्र. ULC/Z-11/MC/IC/GAD 3664, dt. 14.11.1979 मधील मौजे पिसवली, ता. कल्याण, जि. ठाणे येथील स.क्र. १२/११, क्षेत्र ५७१६.१६ चौ.मी. (७/१२ उताऱ्यानुसार क्षेत्र ५७२०.०० चौ.मी.) मधील अर्जदार यांनी विक्रीसाठीच्या करारनाम्याअन्वये घेतलेले क्षेत्र ४३८०.०० चौ.मी. इतके असुन तेवढयांच क्षेत्रापुरती सदर जिमनीच्या अधिकार अभिलेखामध्ये इतर अधिकार सदरी असलेली " कलम २० अन्वये पूर्व परवानगी शिवाय हस्तांतरणास बंदी " ही नोंद कमी करून सदर क्षेत्रासाठी संबंधित विकास नियंत्रण नियमावलीनुसार विकसनासाठी अर्जिदार खांचा आसन

दिनांक ०१/८/२०१९ नुसार खालील अटी व शर्तीस अधिन राहून परवानगी देत आहे.

१)

सदर जागेच्या विकसनाकरीता विकास परवानगी देतांना अशा क्षेत्रावर विकास नियंत्रण नियमावलीनुसार रिहवास वापर अनुज्ञेय असल्यास संबंधीत नियोजन प्राधिकारणाचे प्रमुख यांनी शासन्न-निर्णयातील तरतूदीनुसार कमाल ८० चौ.मी. आकारमानाच्या सदनिका बांधण्याची अट ब्रांध्काम परवानगी प्रमाणपत्रामध्ये स्पष्ट नमूद करण्याबाबत आवश्यक ती दक्षता घ्यावी आणि अशा/(इमीर्तीस भोगवटा प्रमाणपत्र (ओ.सी.) देतांना त्याबाबतची खातरजमा करावयाची आहे.

- नियोजन प्राधिकरणाच्या मंजूर विकास आराखड्यानुसार औद्योगिक प्रयोजनार्थ योजीस् क्रें प्रा 7) /MC/IC/GAD 3664, dt. 14.11.1979 मधील मीजे पिसवली, ता. कल्याण, जि. वार्म प्रविश्वील स.क्र. १२/११, क्षेत्र ५७१६.१६ चौ.मी. (७/१२ उताऱ्यानुसार क्षेत्र ५७२०.०० चौ.मी.) मधील अजेदार यानी विक्रीसाठीच्या करारनाम्याअन्वये घेतलेले क्षेत्र ४३८०.०० चौ.मी. या जिमनीवर आरक्षणे असल्यास अशा आरक्षणाने बाधीत जिमनीचा विकास करतांना अशा जिमनीवर असणारी आरक्षणे संबंधीत नियोजन प्राधिकरणाच्या मंजूर विकास आराखड्यानुसार तसेच विकास नियंत्रण नियमावलीनुसार विकसित करणे अर्जदारावर प्रचलित कार्यपध्दतीनुसार बंधनकारक आहे.
- प्रस्तुत प्रकरणी कलम २० अन्वये घेण्यात आलेल्या नोंदी कमी करण्यात आल्यानंतर सदर क्षेत्राच्या वापर ₹) बदलाकरीता आणि विकासाकरीता आवश्यक असलेल्या सर्व परवानग्या संबंधीत नियोजन प्राधिकरणाकडून, महसुल विभागाकडुन आणि प्रस्तावित विकासाच्या प्रयोजनासाठी निगडीत असलेल्या सर्व परवानग्या संबंधित यंत्रणेकडुन घेणे बंधनकारक आहे.



- ४) सदर क्षेत्राबाबतच्या मालकी हक्काबाबत / विकास हक्काबाबत किंवा कब्जे वहीवाटीबाबत कोणताही न्यायालयीन दावा / अपिल प्रकरणाची संपूर्ण जबाबदारी जमिनधारक /विकासक /अर्जदार यांची राहील.'
- ५) शासनाच्या दिनांक १/८/२०१९ रोजीच्या शासन निर्णयानुसार शासन जमा केलेल्या रक्कमेबाबत काही आक्षेप निघाल्यास शासनाच्या निर्देशानुसार आवश्यक ती रक्कम अर्जदार/ विकासक / जिंमनधारक/खरेदीदार यांनी या कार्यालयात जमा करणे बंधनकारक राहील.
- ६) अर्जदार यांनी सदर प्रकरणी सादर केलेली कागदपत्रे खरी असल्याचे ग्राह्य धरुन आदेश निर्गमित करण्यात येत आहे. अर्जदार यांनी सादर केलेली माहिती खोटी व दिशाभुल करणारी असल्याचे आढळून आल्यास सदरचे आदेश आपोआप रद्द झाल्याचे समजणेत येईल.

स्वाक्षरी/-(डॉ. शिवाजी पाटील) निवासी उपजिल्हाधिकारी व समन्वय अधिकारी जिल्हाधिकारी व सक्षम प्राधिकारी, उल्हासनगर नागरी संकुलन, ठाणे करिता.

स्थळंप्रतींवर मा. जिल्हाग्रिकारी व सक्षम प्राधिकारी यांची स्वाक्षरी असे.

प्रति,

 श) जिमनमालक श्री. मन्सुर कलाभाई झोजवाला व इतर, यांचे कुमुधा श्री. मिनष उध्दव रुपचंदानी पत्ता:- रा. डोंबिवली (पु), कल्याण, जि. ठाणे.

प्रत:

१) मा. प्रधान सचिव, नगर विकास विभाग, मंत्रालय, मुंबई-३२ यांना सादर.

२) आयुक्त, कल्याण-डोंबिवली महानगरपालिका, कल्याण.

२/- सदर जागेच्या विकसनाकरीता विकास परवानगी देतांना अशा क्षेत्रावर किर्मीस नियंत्रण नियमावलीनुसार रहिवास वापर अनुज्ञेय असल्यास शासन निर्णयातील तरतूदीनुसार कर्माल ६० लिंगी। आकारमानाच्या सदिनका बांधण्याची अट बांधकाम परवानगी प्रमाणपत्रामध्ये स्पष्ट नमें करण्यां बांधण्याची अट बांधकाम परवानगी प्रमाणपत्रामध्ये स्पष्ट नमें करण्यां बांधण्याची आवश्यक ती दक्षता घ्यावी आणि अशा इमारतीस भोगवटा प्रमाणपत्र (ओ.सी.) देतांना त्याबाबते से खातूरज्ञांना करावी.

३) तंहसिलदार कल्याण.

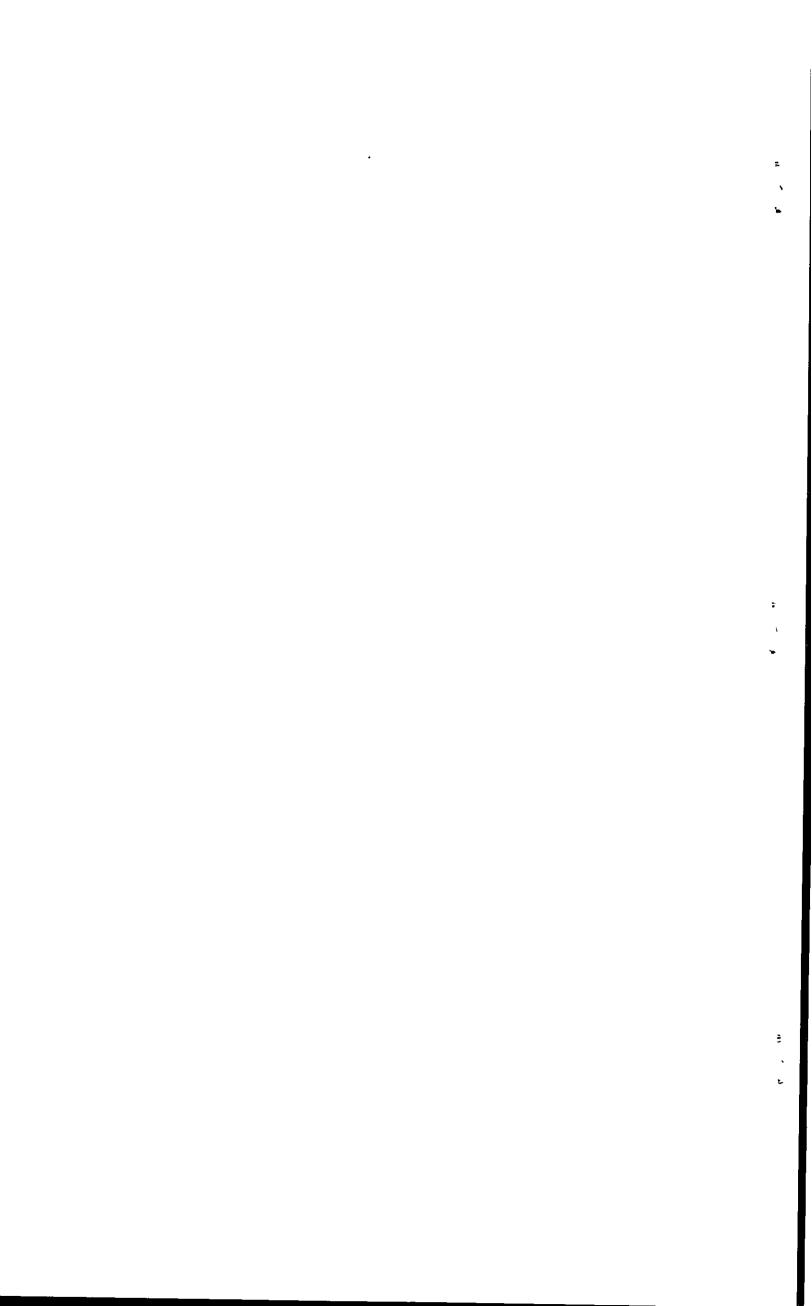
२/-आदेशीत करण्यात येत आहे की, आदेशातील अट क्र. १ मध्ये नमुद केल्याप्रमाणे अधिकार अभिलेखामध्ये आवश्यक ती दुरुस्ती करण्यात यावी.

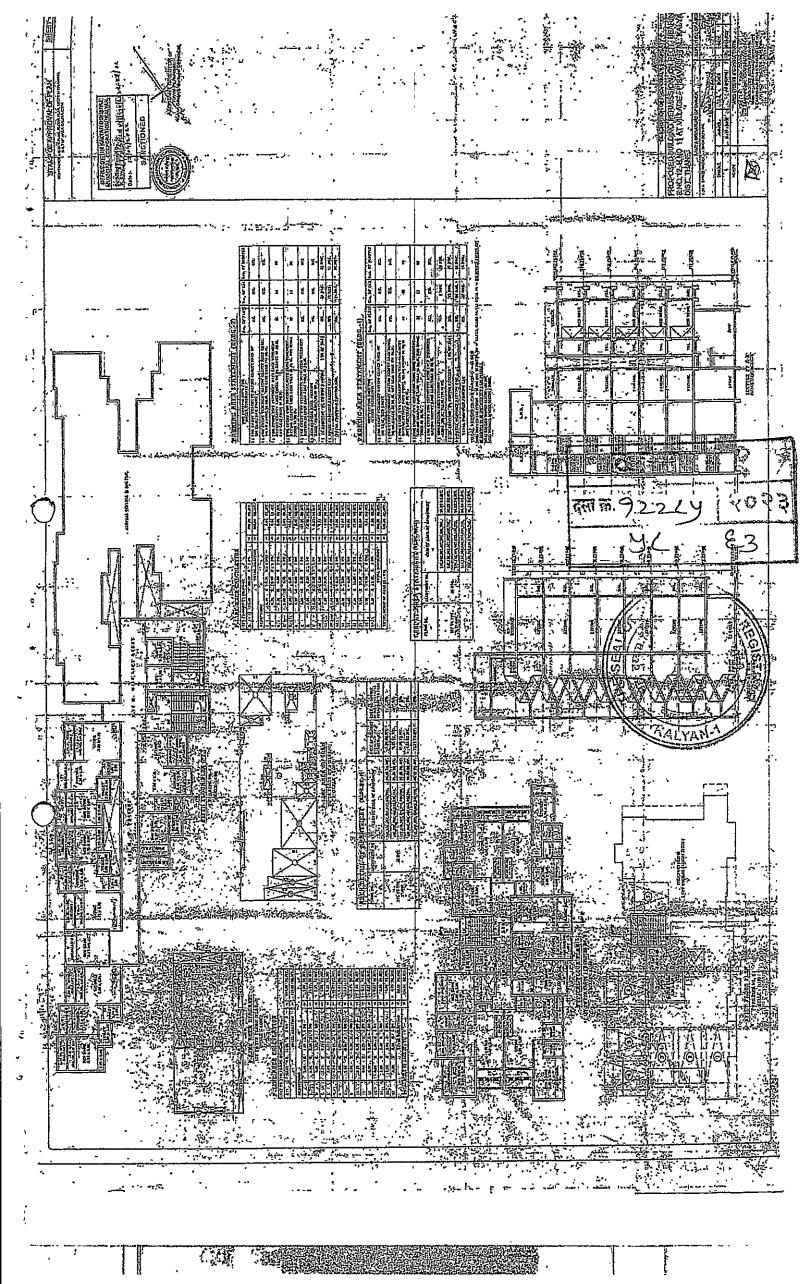
४) निवड नस्ती. (Select file)

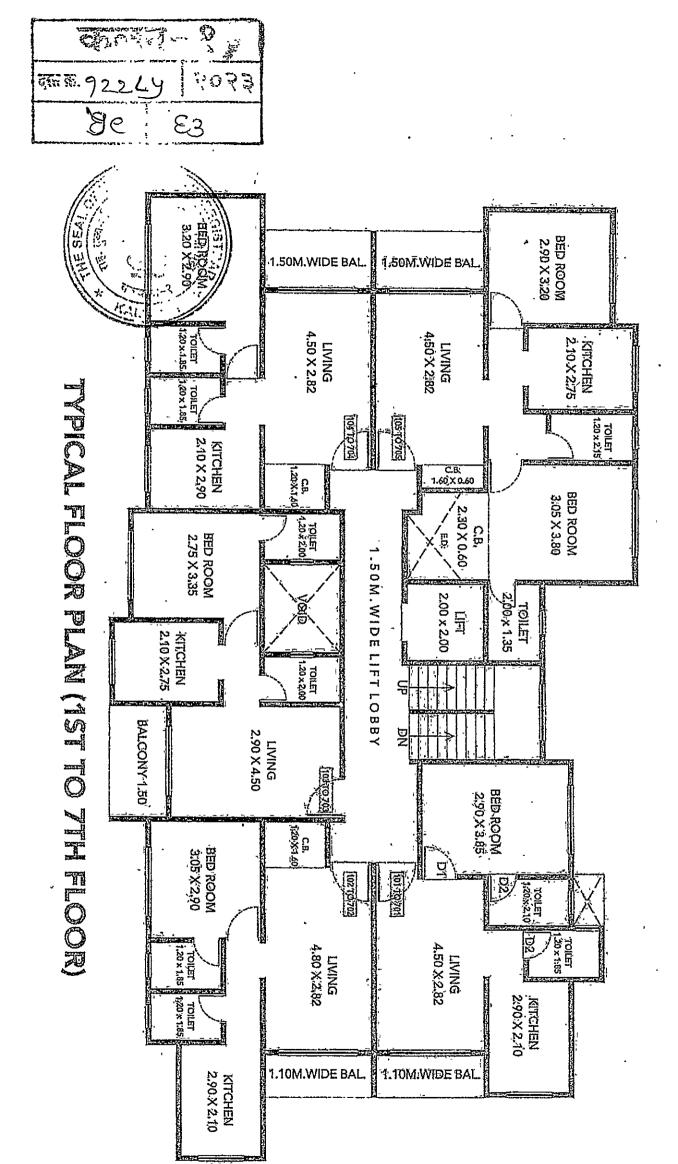


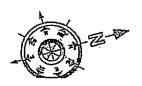
(डॉ. <del>सिंवा</del>जी पाटील)

निवासी उपजिल्हाधिकारी व समन्वय अधिकारी जिल्हाधिकारी व सक्षम प्राधिकारी, उल्हासनगर नागरी संकुलन, ठाणे करिता.

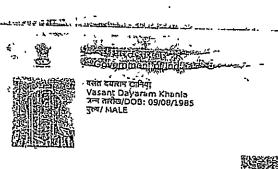




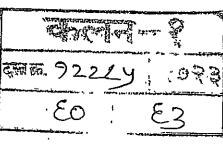




भारत संस्कार ७०५% अधारी 



2618 2536 2127







आयकर विभाग

INCOME TAX DEPARTMENT

RAVI KUMAR

RAMESH KUMAR SINGH

23/08/1986

Permanent Account Number

CQWPK0205K Kuni Kumur

Signature

आयकर विभाग

INCOME TAX DEPARTMENT

ASHWIN DAYARAM KHANIYA

DAYARAM JETHALAL KHANIYA

11/04/1992

Permanent Account Number

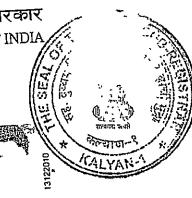
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Ashain

Signature

भारत सरकार GOVT. OF INDIA

GOVT. OF INDIA



भारत सरकार Government of India

चद्रजात तक्ष्मण मोरे Chandrakant Laxman More जन्म वर्ष / Year of Birth 1979 पुरुष । Male

4888 9839 5082

- सामान्य माणसाचा अधिकार

Market Street

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3 ,

82 | 83 दस्त क्रमांक: 12285/2023

दम्त क्रमांक: कलन1 /12285/2023

वाजार मुल्य: रू. 17,37,000/-

मोबदला: रु. 35,50,000/-

भग्लेले मुद्राक शुल्क: रु.2,48,500/-

दु. नि. मह. दु. नि. कलन1 यांचे कार्यालयात

अ. कं. 12285 वर दि.25-10-2023

Shabnam Singh

रोजी 5:47 म.न. वा. हजर केला.

पावती दिनाक: 25/10/2023

मादरकरणाराचे नाव: शबनम रवि कुमार सिंह - -

नोंदणी फी

ক. 30000.00

दस्त हाताळणी फी

**₹. 1260.00** 

पृष्टांची मंख्या: 63

दम्त हजर करणा-याची मही:

एकुग: 31260.00

Sub Registr

कल्याण क्र. १

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीन किंवा उप-खंड (दोन) मध्ये नमृद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का क्रं. 1 25 / 10 / 2023 05 : 47 : 52 PM ची वेळ: (सादरीकरण)

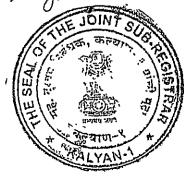
शिक्का कं. 2 25 / 10 / 2023 05 : 48 : 39 PM ची वेळ: (फी)

प्रतिज्ञा पत्र

सदर दस्ताऐता औत्थी कायदा १९०८ नियम १९६१ अंतर्गन तस्तुदीनुसार भींदणीस याखल केला आहे. दस्तामधील संपुर्ण मजकुर, निष्पादक व्यक्ती साक्षीदार व सोबत जोडलेले कागदपत्रे दस्तांची सत्यता, वंधता फेरगदेशीर बाबीसाठी खालील निष्पादक व्यक्ती संपुर्णपणे जवावदार आहेत. त्रेसेच सदर हस्तातरण दस्तांमुळे राज्यशासन/केंद्रशासन यांच्या कोणताही कायदा/मियम/परिषदक यांचे उल्लंघन होत नाही.

लिह्न देणार सही

Shabnam singh



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पॅन नंबर:EMHPS9083L

दस्त गोपवारा भाग-2

दस्त क्रमांक:12285/2023

दस्त क्रमांक :कलन1/12285/2023

दस्ताचा प्रकार :-करारनामा

2

अनु क्र. पक्षकाराचे नाव व पना

नाव:मे प्राईड इंटरप्रायझेम नर्फे भागीदार वसंत दयाराम खानिया - - लिहून देणार पन्ता:प्नॉट नं: -, माळा नं: -, इसारनीचे नाव: -, ब्लॉक नं: -, रोड न: वय .-34 पिसवली कल्याण पूर्व ता कल्याण जि ठाणे , महाराष्ट्र, ठाणे. पॅन नवर:AAXFP8786H

लिहून घेणार नाव शवनम गवि कुमार सिह - -पना:प्लॉट नं: -, माळा न: -, इमारतीचे नाव: फ्लॅट नं: बी-३०३,राधे वय :-35 नेमिडेन्सी,विचुवे,पनवेल,रायगड , व्लॉक नं: -, रोड नं<sup>.</sup> -, महाराष्ट्र, राईगारः(ः). Shabnam singh

नाव:रवि कुमार रमेश कुमार सिंह - -3 पना:प्लॉट नं: -, माळा न: -, इमारतीचे नाव: रूम नं. १०३,माई दर्शन अपार्टमेंट,आडिवली तलाव जवळ,आडिवली-ढोकळी,कल्याण पूर्व , ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे. पॅन नंबर:CQWPK0205K

लिहून घेणार वय :-37 स्वाक्षरी.-

पक्षकाराचा प्रकार













ील दस्तऐवज करून देणार तथाकथीत करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात. शिक्षा क्र.3 ची वेळ:25 / 10 / 2023 05 · 50 : 36 PM

ओळख:-

2

खालील इसम असे निवेदीत करनान की ने दस्नऐवज करुन देणा-यानां व्यक्तीशः ओळखतान, व त्यांची ओळख पटवितान

अनुक्र. पक्षकाराचे नाव व पत्ता

नाव:चद्रकांन मोरे - -वय:44

पत्ता:कल्याण

नाव:अश्विन खानिया - -

पिन कोड 421301

वय:31 पत्ता कल्याण पिन कोड:421306

द्यायाचित्र







प्रमाणित करण्यात येते की, द.क्र. 92244.../२०२३ मध्ये

.....पाने आहेत. पुस्तक... 9...... द.क. 9224. У -२५ । १० /२०२३ वर नोंदला.

\_\_\_eolM

शिक्का क्र.4 ची वेळ: 25 / 10 / 2023 05 : 51 : 20 PM

-	aymemerapips. १							
sr.	Purchaser	Туре	Verification no/Vendor	GRN/Licence	Amount	कर्तियोग स्टिंग	स्वान चर्गा ( स्वतिकृतिक Number	Deface Date
1	SHABNAM RAVI KUMAR SINGH	eChallan	69103332023102514698	мн009999033202324Е	248500.00	SD	0005251471202324	25/10/2023
2		DHC	JE JOINT &	1023259509244	1260	RF	1023259509244D	25/10/2023
3	SHABNAM RAVI KUMAR SINGH	eChallan	O STATE OF THE PARTY OF THE PAR	%) अभिक्रिके 999033202324E	30000	RF	0005251471202324	25/10/2023

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

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**د** 



सूची क्र.2

दुय्यम निवंधक : दु.नि. कल्याण 1

दस्त क्रमांक : 12285/2023

नोदंणी : Regn:63m

_		$\sim$	
गावाचे	नाव:	ापसद	ाला

(1)विलेखाचा प्रकार

करारनामा

(2)मोबदला

3550000

(3) बाजारभाव(भाडेपटटयाच्या वाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)

1737000

(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्याम)

1) पालिकेचे नाव:कल्याण-डोंबिवली इतर वर्णन :, इनर माहिती: मौजे पिसवली ता. कल्याण जि. ठाणे येथील मर्वे नं. 12 हिस्सा नं. 11 यावरील प्राईड हाईट्म मधील विल्डिंग नं. 02 पहिला मजला मदनिका नं. 104 चे क्षेत्र 36.00 चौ.मी. कारपेट + 8.21 चौ.मी. वाल्कणी( ( Survey Number : 12/11 ; ) )

(5) क्षेत्रफळ

1) 36.00 चौ.मीटर

(6)आकारणी किंवा जुडी देण्यान अमेल तेव्हा.

(7) दम्नऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्यास,प्रतिवादिचे नाव व पना.

1): नाव:-मे प्राईड इंटरप्रायझेस तर्फे भागीदार वसत दयाराम खानिया - - वय.-34; पत्ता:-प्लॉट न: -, माळा नं -, इमारतीचे नाव: -, व्लॉक नं: -, रोड नं: पिसवली कल्याण पूर्व ता कल्याण जि ठाणे , महाराष्ट्र, ठाणे. पिन कोड:-421306 पॅन नं:-AAXFP8786H

दिवाणी न्यायालयाचा हकुमनामा किवा आदेश अमल्याम,प्रतिवादिचे नाव व पत्ता

💫)दस्तऐवज करुत घेणा-या पक्षकाराचे व किया - 1): नाव:-शबनम रिव कुमार सिंह - - वय:-35; पत्ता:-प्लॉट न: -, माळा नं: -, इमारतीचे नाव: फ्लॅट न. बी-३०३,राधे रेसिडेन्सी,विचुंबे,पनवेल,रायगड , ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, राईगार्:(ं:). पिन कोड:-410206 पॅन नं:-EMHPS9083L

2): नाव:-रिव कुमार रमेश कुमार सिह् - - वय:-37; पत्ता:-प्लॉट न: -, माळा नं: -, इमारतीचे नाव: रूम न. १०३,साई दर्शन अपार्टमेट,आडिवली तलाव जवळ,आडिवली-ढोकळी,कल्याण पूर्व , व्लॉक नं: -, रोड न -, महाराष्ट्र, ठाणे. पिन कोड:-421306 पॅन नं:-CQWPK0205K

(9) दस्तऐवज करुन दिल्याचा दिनांक

25/10/2023

(10)दस्त नोंदणी केल्याचा दिनांक

25/10/2023

(11)अनुक्रमांक,खंड व पृष्ठ

12285/2023

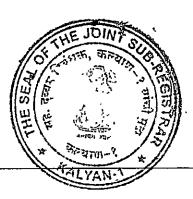
(12)वाजारभावाप्रमाणे मुद्रांक शुल्क

248500

(13)बाजारभावाप्रमाणे नोंदणी शुल्क

30000

(14)शेग



ल्यांकनामाठी विचारान घेतलेला नपशील:-:

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

### Payment Details

sr.	Purchaser	Туре	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date	\ *
1	SHABNAM RAVI KUMAR SINGH	eChallan	69103332023102514698	MH009999033202324E	248500.00	SD	0005251471202324	25/10/2023	- - -
2		DHC		1023259509244	1260	RF	1023259509244D	25/10/2023	ĺ
3	SHABNAM RAVI KUMAR SINGH	eChallan		мн009999033202324Е	30000	RF	0005251471202324	25/10/2023	-

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