

SBI RACPC Bolepur - Nihil Number - 8356008675
(Resale) Pushikesh. 970 299986

4/12/23
3:18 AM

Receipt (pavti)

86/10198

Tuesday, November 28, 2023

10:15 AM

पावती

Original/Duplicate

नोंदणी क्र.: 39M

Regn.: 39M

पावती क्र.: 13193 दिनांक: 28/11/2023

गावाचे नाव: उलवे

दस्तऐवजाचा अनुक्रमांक: पबल1-10198-2023

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: ऋषिकेश नरेंद्र देशमुख - -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 600.00

पृष्ठांची संख्या: 30

एकूण:

रु. 30600.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे
10:34 AM ह्या वेळेस मिळेल.

JOINT SR PANVEL 1

सह दुय्यम निबंधक, पनवेल-१

बाजार मूल्य: रु. 3194730/-

मोबदला रु. 3600000/-

भरलेले मुद्रांक शुल्क : रु. 216000/-

1) देयकाचा प्रकार: DHC रकम: रु. 600/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1123248616305 दिनांक: 28/11/2023

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eSBTR/SimpleReceipt रकम: रु. 30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH011363413202324R दिनांक: 28/11/2023

बँकेचे नाव व पत्ता: Panjab National Bank

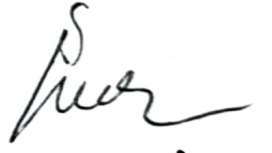
दस्त परत मिळाला

पक्षकारांची सही
मूळ दस्त परत दिला

लिपिका,
निबंधक पनवेल

गावाचे नाव : उलवे

(1) विनेखाचा प्रकार	करारनामा
(2) भोवदला	3600000
(3) बाजारभाव (भाडेपट्ट्याच्या बावतिलपट्टाकार आकारणी देतो की पट्टेदार ने नमुद करावे)	3194730
(4) भू-मापन, पोटहिसमा व घरक्रमांक (अमल्याम)	1) पालिकेचे नाव: रायगड इतर वर्गन : , इतर माहिती: मदनिका नं. 404, चौथा मजला, वायाजी धाम मि. एच. एम. लि., प्लॉट नं. 117, सेक्टर नं. 5, उलवे, ता. पनवेल, जि. रायगड 410206 क्ष. 27.874 चौ. मि. कार्गेट एरिया + 3.135 चौ. मि. टॅरम + 2.670 चौ. मि. फ्लोवर बेंड + 1.350 चौ. मि. कपबोर्ड एरिया ((Plot Number : 117 ; SECTOR NUMBER : 5))
(5) क्षेत्रफळ	1) 27.874 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दम्नगवज करून घेणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्याम, प्रतिवादिचे नाव व पना.	1): नाव:-प्रतिक नरसिन्हा पै -- वय:-31; पत्ता:-प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: मदनिका नं. ६०४, मद्रावा मजला, सी रेग्रमी, प्लॉट नं. २०९, सेक्टर नं. ३, उलवे, ता. पनवेल, जि. रायगड, बर्नाक नं. -, रोड नं. -, मद्रागट्ट, RAIGARH(MH). पिन कोड:-410206 पॅन नं:-BMFPP3538Q
(8) दम्नगवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्याम, प्रतिवादिचे नाव व पना	1): नाव:-ऋषिकेश नरेंद्र देशमुख -- वय:-38; पत्ता:-प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: मदनिका नं. बी-६०४, मद्रावा मजला, पॅल्टनम पालासीवो, प्लॉट नं. २२१, सेक्टर नं. २३, उलवे, ता. पनवेल, जि. रायगड, बर्नाक नं. -, रोड नं. -, मद्रागट्ट, RAIGARH(MH). पिन कोड:-410206 पॅन नं:-BSPPD5550E 2): नाव:-अपूर्वा ऋषिकेश देशमुख -- वय:-32; पत्ता:-प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: मदनिका नं. बी-६०४, मद्रावा मजला, पॅल्टनम पालासीवो, प्लॉट नं. २२१, सेक्टर नं. २३, उलवे, ता. पनवेल, जि. रायगड, बर्नाक नं. -, रोड नं. -, मद्रागट्ट, RAIGARH(MH). पिन कोड:-410206 पॅन नं:-BLJPD4727J
(9) दम्नगवज करून दिल्याचा दिनांक	28/11/2023
(10) दम्न नोंदणी केल्याचा दिनांक	28/11/2023
(11) अनुक्रमांक, खड व पृष्ठ	10198/2023
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	216000
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेरग	


 सह दुय्यम निबंधक, पनवेल-१

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारना निवडलेला अनुच्छेद :-

(ii) within the limits of any Municipal Council, Nagarpanchayat or Cantonment Area annexed to it, or any rural area within the limits of the Mumbai Metropolitan Region Development Authority or any other Urban area not mentioned in sub clause (i), or the Influence Areas as per the Annual Statement of Rates published under the Maharashtra Stamp (Determination of True Market Value of Property) Rules, 1995.



AGREEMENT FOR SALE

ALL THAT Flat No. 404 on 4th Floor, admeasuring area 27.874 Sq. Mtrs Carpet area + 2.670 sq. mtrs Flowerbed + 3.135 sq. mtrs Terrace + 1.350 sq. mtrs Cupboard area in the building known as "Balaji Dham Co-operative Housing Society Ltd.," situated at Plot No. 117, Sector - 5, Village - Ulwe, Tal. - Panvel, Dist. - Raigad, Navi Mumbai - 410 206.

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SALE PRICE	:	Rs. 36,00,000/-
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STAMP DUTY	:	RS. 2,16,000/-
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REGISTRATION FEE	:	RS. 30,000/-
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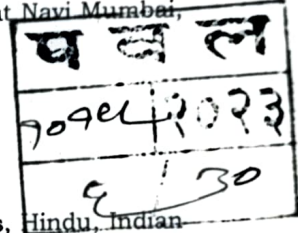
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THIS **AGREEMENT FOR SALE** is made and entered at Navi Mumbai, on this 28th day of November, 2023.

BETWEEN

Mr. Pratik Narsinha Pai, PAN - BMFPP3538Q, age 31 years, Hindu, Indian Inhabitant, residing at Flat No. 604, 6th Floor, Sea Regency CHS Ltd., Plot No. 209, Sector - 3, Ulwe, Navi Mumbai - 410206 hereinafter referred to as the "The Seller" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include her heirs, executors, administrators, successors and assigns) of the **ONE PART; AND**

1) **Mr. Rhushikesh Narendra Deshmukh**, PAN - BSPPD5550E, age 38 years, and 2) **Mrs. Apurva Rhushikesh Deshmukh**, PAN - BLJPD4721J, age 32 years, Hindu, Indian inhabitants, residing at Flat No. B-604, 6th Floor, Platinum Palasio - 2, Plot No. 221, Sector - 23, Ulwe, Navi Mumbai - 410206 hereinafter referred to as "The Purchasers" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and deem to include their respective legal heirs, executors and administrators) of the **OTHER PART**.



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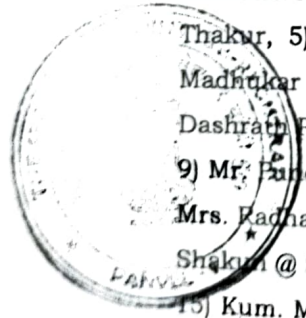
WHEREAS:

A. The City And Industrial Development Corporation Of Maharashtra Limited, is a company incorporated under the Companies Act, 1956 (1 of 1956) (hereinafter referred to as "the said Corporation") and having its registered office at Nirmal, 2nd Floor, Nariman Point, Mumbai-400 021. The said Corporation has been declared as a New Town Development Authority under the provision of Sub-Section (3A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act No.-XXXVII of 1966) (hereinafter referred to as "the said Act") for the New Town of Navi Mumbai by the Government of Maharashtra in the exercise of its powers for the area designated as site for a New Town under Sub-Section (1) and (3-A) of Section 113 of the said Act;

B. The State Government has acquired land within the delineated area of Navi Mumbai and vested the same in the said Corporation by an Order duly made in that behalf as per the provisions of Section 113 of the said Act and such pieces of lands so acquired by the said Corporation have been leased by the said Corporation to its Intending Lessees;

C. By virtue of being the Development Authority the said Corporation has been empowered under Section 118 of the said Act to dispose of any land acquired by it or vested into it in accordance with the proposal approved by the State Government under the said Act;

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U D. That 1) Mr. Harishchandra Atmaram Kadu, 2) Mr. Kamlakar Atmaram Kadu, 3) Mr. Pradip Vitthal Kadu, 4) Mrs. Paravati Sitaram Thakur, 5) Smt. Yamunabai Shankar Thakur, 6) Smt. Gangabai Madhukar Gharat @ Suman Madhukar Gharat, 7) Smt. Anubai Dashrath Patil @ Anusaya Dashrath Patil, 8) Mr. Ram Waman Kadu, 9) Mr. Pandalik Waman Kadu, 10) Smt. Girija Parshuram Kadu, 11) Mrs. Radha Mandev Naik, 12) Mrs. Pushpa Mahendra Naik, 13) Mrs. Shakuntal @ Shakuntala Madhukar Kadu, 14) Mrs. Savita Vijay Kadu, 15) Kum. Mansi Vijay Kadu (A.P.K) Savita Vijay Kadu and 16) Kum. Manish Vijay Kadu (A.P.K) Savita Vijay Kadu hereinafter jointly and collectively referred to as "the said Original Licensees" had been

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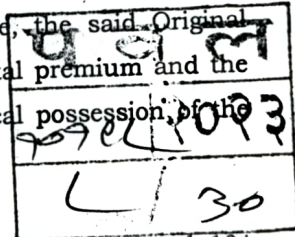
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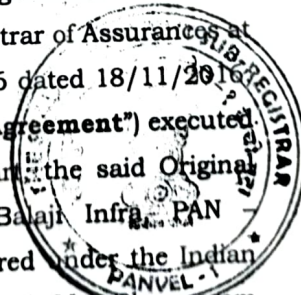
allotted a Plot of Land by the said Corporation bearing Plot No. 117, under erstwhile 12.5% Gaothan Expansion Scheme (G.E.S.) of CIDCO Ltd. in Sector No. - 5, Village - Ulwe, Tal. - Panvel, Dist. - Raigad, Navi Mumbai admeasuring 745.83 Sq. Mts. or thereabouts and more particularly described in the **FIRST SCHEDULE** hereunder written (hereinafter referred to as "**the said Plot of Land**") on the terms and conditions including the conditions of lease of the said Plot of Land as set out therein;

E. By an Agreement to Lease dated 29th August, 2016, duly registered with the Sub Registrar of Assurances at Panvel No.2 under Serial No. PVL2-10212-2016 dated 29/08/2016, (hereinafter referred to as the "**said Agreement to Lease**") entered into between the said Corporation of the One Part and the said Original Licensees of the Other Part, the said Corporation agreed to grant under 12.5% Gaothan Expansion Scheme to the said Original Licensees, lease of the said Plot of Land for a period of 60 (Sixty) years commencing from 29/08/2016 for the purpose of constructing a residential building and subject to performance and observance by the said Original Licensees of the obligations and conditions contained in the said Agreement to Lease and permitted the said Original Licensees to enter upon the said Plot of Land for the purpose of erecting a residential-cum-commercial building only and for no other purpose;

F. In pursuance of the said Agreement to Lease, the said Original Licensees paid to the said Corporation, the total premium and the said Corporation thus handed over the physical possession of the said Plot of Land to the said Original Licensees;



G. The said Original Licensees by a Tripartite Agreement dated 10th November, 2016, duly registered with Sub-Registrar of Assurances at (Panvel No.2) under Serial No. PVL-13150/2016 dated 18/11/2016 (hereinafter referred to as the "**said Tripartite Agreement**") executed between, the said Corporation of the First Part, the said Original Licensees of the Second Part and M/s. Balaji Infra, PAN AANFB6324P, a partnership firm, duly registered under the Indian Partnership Act, 1932, through its Partners 1) Mr. Bhennaram Ummedram Choudhary, 2) Mr. Raaj Ghisulal Choudhary,



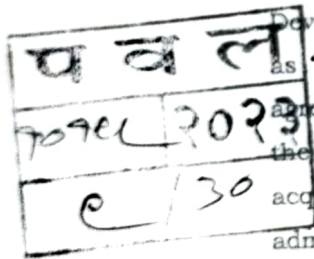
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(hereinafter are collectively referred to as the "the said New Licensees") the said Original Licensees sold, transferred and assigned their rights, title, interest and benefits of the said Plot of Land in favor of the said New Licensees, as per the terms and conditions mentioned therein.

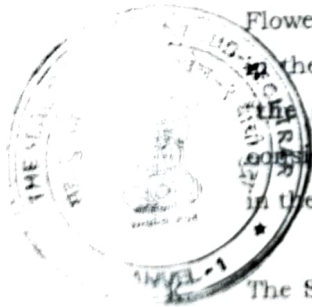
H. Thus by virtue of the said Agreement to Lease, the said Tripartite Agreement the said new licensees is absolutely seized and possessed of and well and sufficiently entitled to the said Plot of Land;

I. Being desirous of commencing the construction of residential building on ownership basis on the said Plot of Land, the said Developers submitted the plans to the Corporation/Town Planning Authorities and obtained Development permission and Commencement Certificate bearing reference number CIDCO/BP. 15397/TPO(NM&K)/2016/1930 dated 11/08/2017 including such additions, modifications, revisions, alterations, therein if any, as approved by the Planning Authorities/CIDCO;

J. By an Agreement for Sale dated 30th October, 2018 duly registered with the Sub-Registrar of Assurances at Panvel No.2 under Serial No. PVL-2/14118/2018 dated 30/10/2018 (hereinafter referred to as "the said Agreement"), made and entered into between the said



Developers of the One Part and the Seller herein, therein referred to as "the Purchaser" of the Other Part, the said Developers therein agreed to sell, transfer and assure unto the Purchaser therein (being the Seller herein) and the Seller herein agreed to purchase and acquire from the said Developers, Flat No. 404 on 4th Floor, admeasuring area 27.874 Sq. Mtrs Carpet area + 2.670 sq. mtrs Flowerbed + 3.135 sq. mtrs Terrace + 1.350 sq. mtrs Cupboard area in the building known as "Balaji Dham" (hereinafter referred to as "the said Building") constructed on the said Plot of Land for the consideration and upon the terms and conditions therein contained in the said Agreement;



The Seller has paid to the said Developers, the entire consideration due and payable by the Seller to the said Developers under the said Agreement and nothing is due and payable by the Seller to the said Developers;

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[Signature]
[Signature]

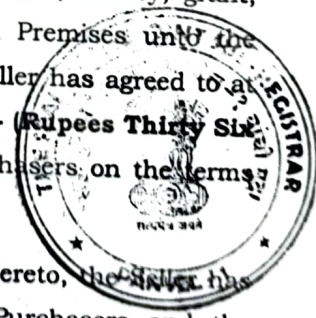
L. Upon completion of the construction of the residential building on the said Plot of Land comprising of Ground floor + 7 upper floors in accordance with the plans approved by Planning Authorities/CIDCO, the Developers have obtained Occupancy Certificate bearing No. CIDCO/BP-15397/TPO(NM & K)/ 2016/7309 dated 1st September 2020. The Developers have also handed over the possession of the said Flat to the Seller herein and since then the Seller is in use and occupation and seized and ~~possessed~~ of and well and sufficiently entitled to the said Flat;

M. The purchasers of the Flats the said Building thereafter formed themselves into a Co-operative Housing Society in the name and style of "**Balaji Dham Co-operative Housing Society Limited**", a Co-operative Housing Society registered under the provisions of the Maharashtra Co-operative Societies Act, 1960, registered with the Registrar of Co-operative Societies (CIDCO), Navi Mumbai under Registration No. N.B.O.M./CIDCO/HSG(T.C.)/9785/JTR/2022-2023 dated 28th March, 2023 (hereinafter referred to as "**the said Society**"). The said Society has not issued/allotted any Share Certificate to the Flat, Shop and Office purchasers in the said Building;

N. In the view of aforesaid, the Seller is a bonafide member of the said Society and is absolutely seized and possessed of and otherwise of and sufficiently entitled to the said Flat and is exclusively entitled and authorized to sell, transfer and create third party rights in respect of the same;

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O. The Purchasers have approached the Seller to sell, convey, grant, assign, release, transfer and assure the said Premises unto the Purchasers, free from all encumbrances the Seller has agreed to at or for the total consideration of **Rs. 36,00,000/- (Rupees Thirty Six Lakhs only)** payable to the Seller by the Purchasers, on the terms and conditions set out hereinafter;



P. Pursuant to negotiations between the Parties hereto, the Seller has agreed to sell, transfer and assign to the Purchasers and the Purchasers have agreed to purchase and acquire from the Seller the said Premises with a clear and marketable title and free from all encumbrances and claims of whatsoever nature and on other terms and conditions as set out hereunder.

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

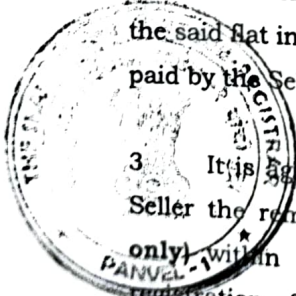
1 The Seller, in pursuance of this Agreement and for consideration shall sell and transfer and the Purchasers shall purchase and acquire the Flat No. 404 on 4th Floor, admeasuring area 27.874 Sq. Mtrs Carpet area + 2.670 sq. mtrs Flowerbed + 3.135 sq. mtrs Terrace + 1.350 sq. mtrs Cupboard area in the building known as "Balaji Dham Co-operative Housing Society Ltd.," situated at Plot No. 117, Sector - 5, Village - Ulwe, Tal. Panvel, Dist. - Raigad, Navi Mumbai - 410 206 together with the permanent and absolute right of use and occupation of the said Flat for a lump sum price of **Rs. 36,00,000/- (Rs. Thirty Six Lakhs only)** out of which an amount of **Rs. 4,00,000/- (Rs. Four Lakhs only)** has been paid as the part payment by the Purchasers to the Seller in the following manner:-

- i. Rs. 1,00,000/- (Rs. One Lakh only) by cheque No. 054212 dt. 28/09/2023 drawn on ICICI Bank, Andheri (E), Mumbai Branch.
- ii. Rs. 2,00,000/- (Rs. Three Lakhs only) deposited on 14/11/2023 in the account of the Seller by IMPS Ref. No. 331809437329 through ICICI Bank, Andheri (E), Mumbai Branch.
- iii. Rs. 1,00,000/- (Rs. One Lakh only) by cheque No. 054217 dt. 25/11/2023 drawn on ICICI Bank, Andheri (E), Mumbai Branch

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(The receipt whereof the Seller herein doth hereby admits and acknowledges to have received the same from the Purchasers at the footnote of this agreement).
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2 The Seller has obtained the Society N.O.C dt. 24/11/2023 for selling the said flat in favour of the Purchasers and the charges for the same shall be paid by the Seller and the Purchasers.

3 It is agreed between the parties that the Purchasers shall pay to the Seller the remaining amount of **Rs. 32,00,000/- (Rs. Thirty Two Lakhs only)** within the period of 45 days from the date of the execution and registration of this Agreement with the registration office by obtaining loan from any other Bank / Financial Institution subject to compliance by the sellers of the obtaining Mortgage N.O.C of Society and other necessary and required papers and producing the same for availing loan before disbursement.



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4 The Seller declares that there is no loan of any other Bank, no legal proceedings pending in any court in respect of the said Flat, no impediment of any sort to the Seller to sell the said Flat and the same is free from all encumbrances of whatsoever nature (subject to compliance of the terms and conditions of Lease executed by CIDCO in favour of the Builder/Society).

5 By considering the facts of the obtaining loan by the Purchasers, it is agreed between the parties that the Seller shall extend full co - operation to the Purchasers for obtaining mortgage N.O.C of the Society by executing all the necessary papers before or after the registration of the Agreement for Sale between the parties, as the case may be but such mortgage N.O.C shall be obtained before the sanction and disbursement of loan amount as stated hereinabove, the period of which stated hereinabove shall be reduced or extended, depending upon the circumstances at the relevant time.

6 The Seller agrees and confirms that after execution and registration of the Agreement for Sale and after receipt of the balance amount of consideration, he will execute Deed of Assignment / Conveyance and other necessary papers and documents in favour of the Purchasers and will assist and / or co-operate to the Purchasers for registering the same with the Registering Authorities and hand over the possession of the said Flat in favour of the Purchasers.

7 The Seller doth admits and confirms that he has paid the entire dues of the Society and also paid to the PMC, MSEDCL, CIDCO, Mahanagar Gas, service charges, water charges, electricity charges, property taxes and other charges which are payable by him in respect of the said Flat till this date and further undertakes to clear entire dues in respect of the Flat till the date of handing over possession of the said Flat in favour of the Purchasers

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8 The Seller doth covenants with the Purchasers that after receipt of remaining amount as stated in this agreement he will give the vacant peaceful and physical possession of the said Flat to the Purchasers and thereafter the Purchasers are entitled to possess, occupy and enjoy the said Flat without any let, hindrance, denial, demand, interruption or eviction by the Seller herein or any other person lawfully claiming through or under title for the Seller.



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9 The Seller agrees, confirms, admits and acknowledges that the Purchasers shall be entitled **TO HAVE** and **TO HOLD** the said Flat unto their use and benefit and their heirs, successors and assigns without any claim, charges, right, interest, demand or any litigation from or on behalf of the Seller or any person or persons claiming through or under him.

10 The Purchasers doth hereby covenants with the Seller that save and except as aforesaid the Purchasers shall, from date of possession of the said Flat pay his share of taxes and out goings to all the concerned authorities.

11 The Purchasers doth hereby covenants with the Seller that they will abide by the Rules and Regulations of the Society / Statutory Bodies / Local Bodies, ad - hoc committee and on registration of the Society to abide by the Bye-laws of the Society, registered under the provisions of Law on admission as the members thereof and further agree and undertake to pay and discharge all calls, demands, contributions which the said Society and other concerned authorities may hereinafter make in respect of the said Flat.

12 The Seller further covenants with the Purchasers that he and his heirs will, from time to time and at all times whenever called upon by the Purchasers to do or execute or caused to be done or executed all such acts, deeds and things whatsoever for more perfectly securing the interest and title of the Purchasers in respect of the said Flat agreed to be sold as hereinabove.

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13 Both the parties undertake to perform their part of obligation failing which the aggrieved party shall have right to initiate appropriate legal proceedings against the other for the losses, damages including suit for the specific performance of the contract.



14 This agreement shall be governed under the provisions of the Maharashtra Ownership Flats (Regulation of Promotion of Construction, sale Management and Transfer) Act, 1963 and Maharashtra Ownership Rule, 1964.

15 It is agreed by and between the parties that the Purchasers shall pay the stamp duty and registration charges, GST and other applicable charges from time to time payable to the concerned authorities.

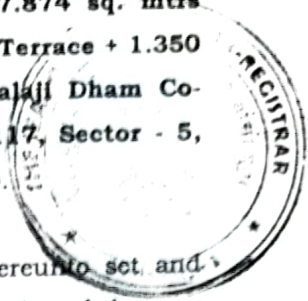
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SCHEDULE OF PROPERTY

प च ल
१०/०६/२०२३
१४/३०

Flat No. 404 on 4th Floor, admeasuring area 27.874 sq. mtrs carpet area + 2.670 sq. mtrs Flowerbed + 3.135 sq. mtrs Terrace + 1.350 sq. mtrs Cupboard area in the building known as "Balaji Dham Co-operative Housing Society Ltd.," situated at Plot No. 117, Sector - 5, Ulwe, Tal. - Panvel, Dist. - Raigad, Navi Mumbai - 410206.

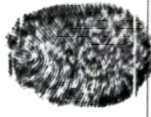


IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and the year first hereinabove written.

SIGNED, SEALED AND DELIVERED by
The within named "the Seller"
Mr. Pratik Narsinha Pai

)
)
)

Pratik Narsinha Pai



In the presence of

)

1 Mr. Amit M. Sakpal

)

Amit M. Sakpal

2 Mr. Vinayak Gujar

)

Vinayak Gujar

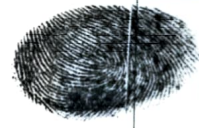
SIGNED, SEALED AND DELIVERED by
The within named "the Purchasers"

)
)

1) **Mr. Rhushikesh Narendra Deshmukh**

)

Rhushikesh Narendra Deshmukh



2) **Mrs. Apurva Rhushikesh Deshmukh**

)

Apurva Rhushikesh Deshmukh

In the presence of

)

1 Mr. Amit M. Sakpal

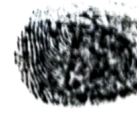
)

Amit M. Sakpal

2 Mr. Vinayak Gujar

)

Vinayak Gujar



बालाजी धाम सहकारी गृहनिर्माण संस्था मर्यादित

भुखंड कं. ११७, सेक्टर ५, उलवे, नवी मुंबई

नोंदणी क्रमांक - एन.बी.ओ.एम/सिडको / एच.एस.जी. (टी.सी.) / १७८५/जेटीआर/सन २०२२-२०२३

Date: 24-11-2023

To WHOM SO EVER IT MAY CONCERN

No Objection Certificate

We are in receipt of a letter dated 24-11-2023 from Mr. Pratik Narsinha Pai requesting issue NOC for transfer of his Flat No. 404, 4th Floor, Balaji Dham, Plot No. 117, Sector-5, Ulwe, Navi Mumbai, to Mr. Rhushikesh Narendra Deshmukh and Mrs. Apurva Rhushikesh Deshmukh resident of B-604, Platinum Pallacio 2,, Plot No. 221, Sector-23, Ulwe, Navi Mumbai 410206.

We state that Mr. Pratik Narsinha Pai has cleared outstanding maintenance charges till 31.12.2023 in respect of the said flat and pay society transfer charges as such we have No Objection towards the above sale subject, to Mr. Rhushikesh Narendra Deshmukh and Mrs. Apurva Rhushikesh Deshmukh completing the required formalities towards the sale as per the laws and bye laws prescribed by the relevant authorities.

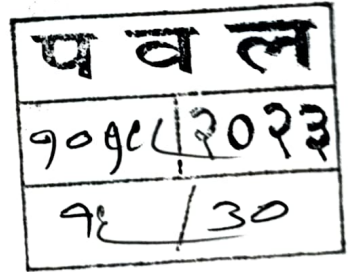
This NOC is valid till 31.12.2023.



[Handwritten Signature]

(Secretary)

Balaji Dham Co-Operative Society Ltd.





सत्यमेव जयते

-: नोंदणी प्रमाणपत्र :-

नोंदणी क्रमांक : एन.बी.ओ.एम/सिडको/एच एस जी/(टी.सी)/१७८५/जेटीआय/सन २०२२-२०२३.

या प्रमाणपत्राद्वारे प्रमाणित करण्यात येत आहे की, बालाजी धाम सहकारी

गृहनिर्माण संस्था मर्यादित, भूखंड क्र. ११७, सेक्टर- ०५, उलवे, नवी मुंबई हि संस्था महाराष्ट्र

सहकारी संस्थाचे अधिनियम, १९६० मधील (सन १९६१ चा महाराष्ट्र अधिनियम क्रमांक २४)

कलम १५४ (ब)(२) अन्वये नोंदण्यात आलेली आहे.

उपरनिर्दिष्ट अधिनियमाच्या कलम १२(१) अन्वये व महाराष्ट्र सहकारी संस्थेचे

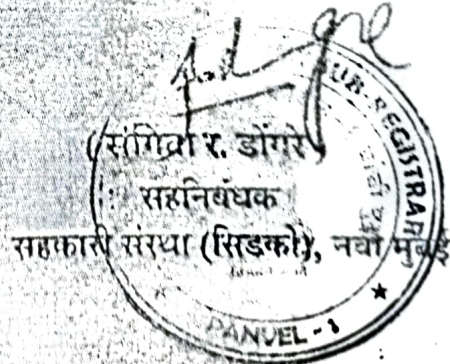
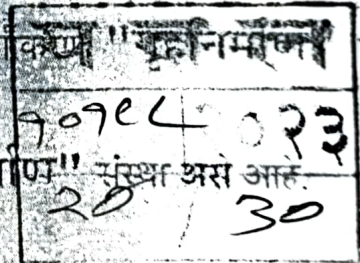
नियम १९६१ मधील नियम क्रमांक १०(१) अन्वये संस्थेचे वर्गीकरण "गृहनिर्माण" संस्था

अमुन उपवर्गीकरण "भाडेकरू-सहभागिदारी गृहनिर्माण" संस्था असे आहे.

कार्यालयीन मोहर



दिनांक: २८/०३/२०२३



सहकारी संस्था (सिडको), नवी मुंबई

PANVEL-1

OCCUPANCY COMPLETION CERTIFICATE

CIDCO/BP-15397/TPO(NM & K)/2016/7309

Date : 01 September
2020

Unique Code : 20160302102039501

To,
**M/S.BALAJI INFRA, THROUGH ITS PARTNERS
MR.BHEEMARAM UMMEDRAM CHOUDHARY AND
OTHER ONE
SHOP NO.04, SATYAM APARTMENT, PLOT
NO.51/52/53/63/64, OPP.NERUL, RAILWAY
STATION, SECTOR-20, NERUL(W), NAVI MUMBAI.
PIN - 400706**

Sub : Occupancy Certificate for Residential [Residential Bldg/Apartment] Building on Plot

No. 117, Sector 05 at Ulwe 12.5 % Scheme Plot, Navi Mumbai.

Ref : 1.Your Arch. Online application dated.28.08.2020

2.No Dues Certificate from Estate vide letter no. CIDCO/Estate-2/2020/8000005127 Dated 06.07.2020
3.Final Fire NOC Vide letter no. CIDCO/FIRE/HQ/823/2020 Dated 18.03.2020

Dear Sir,

Please find enclosed herewith the necessary Occupancy Certificate for Residential [Residential Bldg/Apartment] Building on above mentioned plot along with as built drawing duly approved.

You shall carry out Structural Audit of this development from Structural Engineer after every 5 years from the date of occupancy certificate granted and submit the copy of structural audit to Estate section. CIDCO for their record, However, If the said premise is to be transferred to the register society, the above terms & conditions shall be incorporated in the conveyance deed and the society member shall be made aware of the said terms and conditions at the time of execution of conveyance deed.

The Developers / Builders shall take a note that, you have submitted as built drawing regarding change made at site. Hence as per condition mentioned in commencement certificate

Your security deposit has been forfeited .

Since, you have paid 100% IDC, you may approach to the office of Executive Engineer (W/S -1) to get the water supply connection to your plot.

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7090L	2023
29/30	

Document certified by PATIL
MITHILESH JANARDHAN &

Name : PATIL MITHILESH

Designation : Associate

Organization : CIDCO OF



OC

CIDCO/BP-15397/TPO(NM & K)/2016/7309

Date : 01 September 2020

Unique Code : 20160302102039501

OCCUPANCY COMPLETION CERTIFICATE

I hereby certify that the development of **Residential [Residential Bldg/Apartment Building G+07 [Total BUA = 1116.16Sq.mtrs , Residential BUA = 950.25 Sq.mtrs , Commercial BUA = 109.49 Sq.mtrs , Any Other BUA = 56.42 Sq.mtrs Number of units = 40No. , No. of Residential Units = 34No. , No.of Commercial Units = 6No. , Any Other Units = NANo. Ground+No. Of Floors = G+07] Plot No. 117 ,] , Sector - 05 at 12.5 % Scheme Plot of Navi Mumbai completed under the supervision of ATUL Patil Architect has been inspected on 29 August, 2020 and I declare that the development has been carried out in accordance with the General Development Control Regulations and the conditions stipulated in the Commencement Certificate dated 11 August, 2017 and that the development is fit for the use for which it has been carried out.**

Under Section 28, 28 A and 18 of the Land Acquisition Act, 1894, if the original landowner demands enhanced compensation and if the additional lease is granted on the subject subject to him, the licensee will be required to pay the license to the corporation.

This occupancy certificate is issued subject to the condition that pending civil suit SCS No. 1234 and decision by the Honble court shall be binding on you.

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7092	2023
22	30



Yours faithfully

POSSESSION LETTER

Date - 29/11/2020

To.
MR. PRATIK NARSINHA PAI

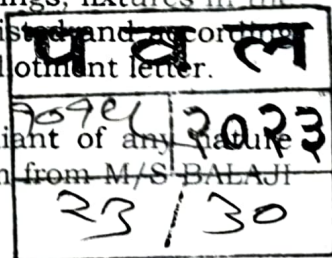
Add - FLAT NO.904,OM SHREE VINAYAK CHS,PLOT NO.56
SECTOR 50 E,OPP PALM BEACH ROAD,SEAWOODS NERUL,NAVIMUMBAI,NERUL
NODE-THANE,MAHARASHTRA,400706

Dear Sir/Madam,

Sub: - Possession of the Flat No. **404 on Fourth Floor** in "**BALAJI DHAM**".

We are Pleased to hand over the keys of your Flat no. **404 on Fourth Floor** of the building known as "**BALAJI DHAM**" on Plot No. 117, Sector - 05, Ulwe, Navi Mumbai, On the following terms and Conditions:-

1. The keys are being handed over to you after you have inspected the flat in all respect before taking possession.
2. You have communicated to us that you are fully satisfied with the construction including wood work, sanitary, fitting, plumbing work, electric fitting, aluminum sliding, painting and either fixture, fitting and amenities provided to you as per the agreement in your aforesaid flat.
3. Before taking over possession, we have verified the fittings, fixtures in the above flat/shop and they are according to the items listed and according to plan & specification enclosed with the Agreement/Allocation letter.
4. After the possession we do not consider any complaint of any nature whatsoever. And customer should not make any claim from M/S BALAJI INFRA BUILDERS & DEVELOPERS later on.

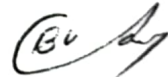


5. You have also personally verified that there is no leakage from any portion of your flat and that you are put in possession of the flat in perfect order and condition.
6. You shall not undertake any work of a civil nature. In particular you shall not break the constructed Beam and Coloum's of the building.
7. You shall not do any act, Deed, Matter or thing, which shall disturb the external elevation of the building. In particular, you shall not extend the provided M.S. Grills in the box shape to house any pots etc.

Received Keys of the FLATS.

WE WISH ALL THE GOODLUCK TO YOU FOR YOUR NEW FLAT.

BALAJI INFRA

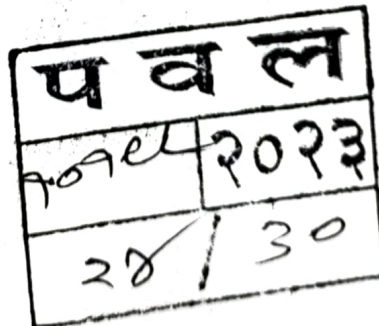


PARTNER

Yours Faithfully,

ACCEPT

MR. PRATIK NARSINHA PAI





28/11/2023 10 18:26 AM

दस्त क्रमांक : पबल1/10198/2023
दस्ताचा प्रकार :- करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	उमा प्रमाणित
1	नाम: प्रतिक नरसिन्हा पै - - पत्ता: प्लॉट नं. -, भाळा नं. -, इमारतीचे नाव: सदनिका नं. १०४, महाबा मजला, सी रेघमी, प्लॉट नं. २०९, सेक्टर नं. ३, उल्हे, ता. पनवेल, जि. रायगड, ब्लॉक नं. -, रोड नं. -, महाराष्ट्र, RAIGARH(MH). पॅन नंबर: BMFPP3538Q	निहून वेणार वय :- 31 स्वाक्षरी:		
2	नाम: ऋषिकेश नरेंद्र देशमुख - - पत्ता: प्लॉट नं. -, भाळा नं. -, इमारतीचे नाव: सदनिका नं. बी-६०४, महाबा मजला, पॅन्टनम पालासीबो, प्लॉट नं. २२१, सेक्टर नं. २३, उल्हे, ता. पनवेल, जि. रायगड, ब्लॉक नं. -, रोड नं. -, महाराष्ट्र, RAIGARH(MH). पॅन नंबर: BSPPD5550E	निहून वेणार वय :- 38 स्वाक्षरी:		
3	नाम: अपूर्वा ऋषिकेश देशमुख - - पत्ता: प्लॉट नं. -, भाळा नं. -, इमारतीचे नाव: सदनिका नं. बी-६०४, महाबा मजला, पॅन्टनम पालासीबो, प्लॉट नं. २२१, सेक्टर नं. २३, उल्हे, ता. पनवेल, जि. रायगड, ब्लॉक नं. -, रोड नं. -, महाराष्ट्र, RAIGARH(MH). पॅन नंबर: BLJPD4727J	निहून वेणार वय :- 32 स्वाक्षरी:		

वरील दस्तऐवज करून देणार तथाकथीत करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ: 28 / 11 / 2023 10 : 17 : 20 AM

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

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	उमा प्रमाणित
1	नाम: विनायक गुजर - - वय: 45 पत्ता: सेक्टर नं. २०, उल्हे, नवी मुंबई पिन कोड: 410206	स्वाक्षरी 	
2	नाम: अमित सकपाळ - - वय: 48 पत्ता: सेक्टर नं. ५, उल्हे, नवी मुंबई पिन कोड: 410206	स्वाक्षरी 	

शिक्का क्र.4 ची वेळ: 28 / 11 / 2023 10 : 18 : 18 AM

JOINT S R PANVEL 1

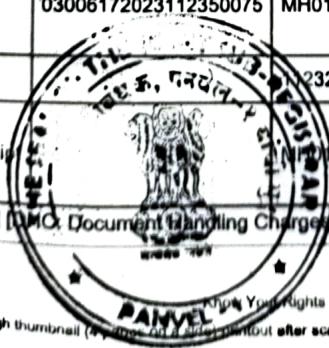
उ ल ल
२०१९ २०२३

पुस्तक क्र. १
दस्त क्र. १०१९८ वर नोंदला.

Payment Details.

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used	Deface Number	Deface Date
1	Rhushikesh Narendra Deshmukh	eSBTR/Simple Receipt	03006172023112350075	MH011363413202324R	218000.00	RF	0006017867202324	28/11/2023
2		DHC		23248616305	600	RF	1123248616305D	28/11/2023
3	Rhushikesh Narendra Deshmukh	eSBTR/Simple Receipt		MH011363413202324R	30000	RF	0006017867202324	28/11/2023

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



10198 /2023

1. Verify Scanned Document for correctness through thumbnail (4) and print immediately after registration.
2. Get print immediately after registration.

गावाचे नाव : उलवे

- (1) विलेखाचा प्रकार करारनामा 2500000
- (2) मालकीना 2435700
- (3) बाबागभाव(भाडेपट्टयाच्या बाबत लिपट्टाकार आकारणी देतो की पट्टयाचे नसूद करावे)
- (4) पणवेल पोलीसठिका व पत्रकमाल(अमन्यामा)
- (5) क्षेत्रक
- (6) अकारणी किंवा जुडी देण्यात असेल किंवा
- (7) इमानावर करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमन्याम प्रतिवादिचे नाव व पत्ता.
- (8) इमानावर करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमन्याम प्रतिवादिचे नाव व पत्ता.

1) पालिवेचे नाव: रायगड इतर वणोन , उतर माहिती: विभाग क्र. 27.1 दर - 62,900 /- प्रती चौ.मी. मदनिफा क्र. 404, चौथा मजला, "बालाजी धाम", प्लॉट नं. 117, मेक्टर 5, उलवे, नवी मुंबई, ता. पनवेल, जि. रायगड. क्षेत्र - 27.874 चौ.मी. कारपेट + टेरेस 3,135 चौ.मी. + फ्लॉवर बेड 2.670 चौ.मी. + कपबोर्ड 1.350 चौ.मी. ((Plot Number : 117 ; SECTOR NUMBER : 5 ;))

1) 27.874 चौ.मीटर

1): नाव:-मे. बालाजी इन्फ्रा तर्फे भागीदार - श्री. राज घिसुलाल चौधरी - - वय:-35; पत्ता:-प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: -, ब्लॉक नं. -, रोड नं: ऑफिस - शॉप नं. ४, सत्यम अपार्टमेंट, प्लॉट नं. ५१/५२/५३/६३/६४, ऑप नेरुळ रेल्वे स्टेशन सेक्टर - २०, नेरुळ नवी मुंबई, महाराष्ट्र, ठाणे. पिन कोड:-400706 पॅन नं:-AANFB6324P

1): नाव:-प्रतिक नरसिंहां पॅ - - वय:-26; पत्ता:-प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: -, ब्लॉक नं. -, रोड नं: रा. 904, ओम श्री त्रिनायक मीएचएम, प्लॉट नं.56, मेक्टर 50ई, राम वीथ रोड, मी वृद्ध, नेरुळ, नवी मुंबई., महाराष्ट्र, ठाणे. पिन कोड:-400706 पॅन नं:-BMFPP3538Q

- 3) इमानावर करून दिल्याचा दिनांक 30/10/2018
- 10) दग्न नोंदणी केल्याचा दिनांक 30/10/2018
- 1) अंशक्रमांक, खंड व पृष्ठ 14118/2018
- 2) बाबागभावाप्रमाणे मुद्रांक शुल्क 150000
- 3) बाबागभावाप्रमाणे नोंदणी शुल्क 25000
- 4) क्षेत्र

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COURT

भारत

स रुपये

THE SUB REGISTRAR

पानवेल-२

पानवेल-२

बाबनामारी विचारात घेतलेला शीट:-

शुल्क आकारनामा निवडलेला शीट:-

मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारानुसार आवश्यक नाही कारणाना तपशील दस्तप्रकारानुसार आवश्यक नाही

(ii) within the limits of any Municipal Council, Nagarpanchayat or Cantonment Area annexed to it, or any rural area within the limits of the Mumbai Metropolitan Region Development Authority, or any other Urban Area as not mentioned in sub clause (i), or the Influence Areas as per the Annual Statement of Rates published under the Maharashtra Stamp (Determination of True Market Value of Property) Rules, 1995.

बाबक मत

नक्कल केली

पानवेल

पानवेल घेतली

रु. बारहुकूम नक्कल



श्री. / सौ. अ. प्रमिता पालि र. कुलवे यांच्या

दि. 07/08/2022 च्या आर्जांनुसार मागणी केल्यावरून

ब्रह्मकुम नक्कल दिली. दिनांक 07/08/2022

(अ.क्र. 369/2022)

सह दुय्यम निबंधक, वर्ग-२

AGREEMENT FOR SALE

FLAT NO. "404", "FOURTH" FLOOR, BUILDING KNOWN AS
"BALAJI DHAM" PLOT NO. 117, IN SECTOR NO. 5,
ULWE, NAVI MUMBAI, TAL. PANVEL, DIST. RAIGAD

=====

BUILDING CONSISTS	:	GROUND + SEVEN FLOORS
CARPET AREA	:	27.874 Sq.Mtrs.
TERRACE AREA	:	3.135 Sq.Mtrs.
FLOWER BED AREA	:	2.670 Sq.Mtrs.
CUPBOARD AREA	:	1.350 Sq.Mtrs.

=====

SALE PRICE : Rs. 25, 00,000/-

THIS AGREEMENT is made and entered into at Panvel, on 30 day of
OCTOBER, 2018.

BETWEEN

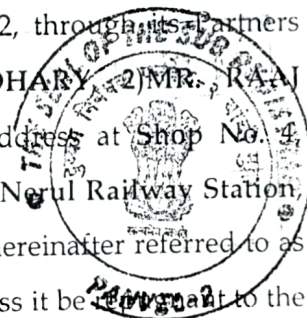
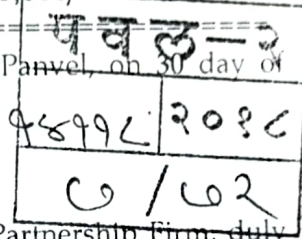
M/S. BALAJI INFRA, PAN No. AANFB6324P, a Partnership Firm, duly
registered under the Indian Partnership Act, 1932, through its Partners
1)MR. BHEEMARAM UMMEDRAM CHOUDHARY, 2)MR. RAJ
GHISULAL CHOUDHARY, having its Office address at Shop No. 4,
Satyam Apartment, Plot No. 51/52/53/63/64, Opp. Nerul Railway Station,
Sector No. 20, Nerul (W), Navi Mumbai 400706, hereinafter referred to as
'THE DEVELOPERS' (which expression shall unless it be repugnant to the
context or meaning thereof mean and include its successors and assigns),
of the One Part,

AND

MR. PRATIK NARSINHA PAI, PAN No. BMFPP3538Q, Aged 26 Years,
Indian Inhabitant, Residing at - S/O NARSINHA RAMDAS PAI, FLAT
NO. 904, OM SHREE VINAYAK CHS, PLOT NO. 56, SECTOR 50E,
OPP PALM BEACH ROAD, SEAWOODS NERUL, NAVI MUMBAI,
NERUL NODE - THANE, MAHARASHTRA, 400706, hereinafter called
'THE PURCHASER' (Which expression shall unless it be repugnant to the
context or meaning thereof be deemed to mean and include his heirs,
executors, administrators and assigns) of the Other Part.

[Signature]

[Signature]



DESCRIPTION OF PROPERTY

FLAT NO. "404" "FOURTH" FLOOR PLOT NO. 117 SECTOR 5

BUILDING : 'BALAJI DHAM'
NODE : Ulwe, Navi Mumbai
CARPET AREA : 27.874 Sq.Mtrs
TERRACE AREA : 3.135 Sq.Mtrs.
FLOWER BED AREA : 2.670 Sq.Mtrs.
CUPBOARD AREA : 1.350 Sq.Mtrs.

BUILDING CONSISTS : GROUND + SEVEN FLOORS

SALE PRICE: Rs. 25, 00,000/- (Rs. TWENTY FIVE LAKHS Only)

hereinafter referred to as 'THE SAID FLAT'

WHEREAS :

1. The City and Industrial Development Corporation of Maharashtra Ltd., a Govt. company within the meaning of the Companies Act, 1956, (hereinafter referred to as 'The Corporation') having its registered Office at Normal, 2nd Floor, Nariman Point, Mumbai-400021, is a New Town Development Authority, under the provisions of sub-see, (3-a) of Section 19 of Maharashtra Regional & Town Planning Act, 1966, (Maharashtra Act No. - xxxviii of 1966) hereinafter referred to as the said Act.

2. By virtue of being the Development Authority the Corporation has been empowered under section 113 of the said Act to dispose off any land acquired by it or vested into it in accordance with the proposal approved by the State Govt. under the said Act.

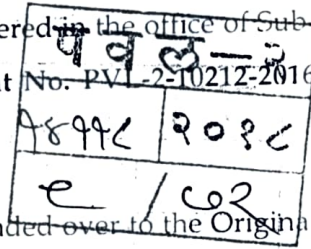
3. By an Agreement to Lease dated: 29/08/2016, made at CBD, Belapur, Navi Mumbai, and entered into between the CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, (CIDCO), therein and herein referred to as 'THE LESSOR' and 1)MR. HARISHCHANDRA ATMARAM KADU, 2)MR. KAMLAKAR

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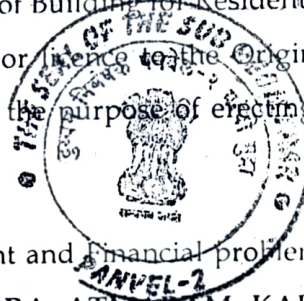
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ATMARAM KADU, 3)MR. PRADIP VITTHAL KADU, 4)MRS. PARVATI SITARAM THAKUR, 5)SMT. YAMUNABAI SHANKAR THAKUR, 6)SMT. GANGABAI MADHUKAR GHARAT @ SUMAN MADHUKAR GHARAT, 7)SMT. ANUBAI DASHRATH PATIL @ ANUSAYA DASHRATH PATIL, 8)MR. RAM WAMAN KADU, 9)MR. PUNDALIK WAMAN KADU, 10)SMT. GIRIJA PARSHURAM KADU, 11)MRS. RADHA NAMDEV NAIK, 12)MRS. PUSHPA MAHENDRA NAIK, 13)MRS. SHAKUN @ SHAKUNTALA MADHUKAR KADU, 14)MRS. SAVITA VIJAY KADU, 15)KUM. MANSI VIJAY KADU (A.P.K.) SAVITA VIJAY KADU, AND 16)KUM. MANISH VIJAY KADU (A.P.K.) SAVITA VIJAY KADU, therein referred to as the LESSEE and herein after referred to as the ORIGINAL ALLOTTEES, and CIDCO leased Plot of land in lieu of compensation being Plot No. 117, in Sector No. 5, admeasuring 745.83 Sq.Mtrs. under the 12.5% Gaothan Expansion Scheme at Ulwe, Navi Mumbai, Taluka Panvel, Dist. Raigad, (hereinafter referred to as "THE SAID PLOT").

4. The same Agreement to Lease is been registered in the office of Sub-Registrar of Assurances, Panvel, under Document No. PVI-2-10212-2016 dated 29/08/2016.



5. The Physical possession of the same has handed over to the Original Allottee for Development and construction thereof Building for Residential purposes. The corporation granted permission or licence to the Original Allottee to enter upon the said Plot of land for the purpose of erecting a building/s.



6. Due to lack in knowledge of Development and Financial problems, the Original Allottees MR. HARISHCHANDRA ATMARAM KADU AND OTHERS 15 has transferred and assigned all their leasehold rights in respect of the said Plot in favour of M/S. BALAJI INFRA, PAN No. AANFB6324P, a Partnership Firm, duly registered under the Indian

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Partnership Act, 1932, through its Partners 1)MR. BHEEMARAM UMMEDRAM CHOUDHARY, 2)MR. RAAJ GHISULAI CHOUDHARY, having its Office address at Shop No. 4, Satyam Apartment, Plot No. 51/52/53/63/64, Opp. Nerul Railway Station, Sector No. 20, Nerul (W), Navi Mumbai 400706 (hereinafter referred to as "the Developers"), therein referred to as 'NEW LICENSEES' by a Tripartite Agreement dated 10/11/2016, executed between CIDCO Ltd., as the Party of the First Part, MR. HARISHCHANDRA ATMARAM KADU AND OTHERS 15, as the Party of the Second Part and M/S. BALAJI INFRA, as the Party of the Third Part (New Licensees).

7. The said Tripartite Agreement dated 10/11/2016, has been Registered at the Office of Sub Registrar of Assurances Panvel vide Receipt No. 16533, Document No. PVL-2-13150-2016 dated 18/11/2016.

8. The City and Industrial Development Corporation of Maharashtra Limited (CIDCO); by its Development Permission Cum Commencement Certificate under Reference No. CIDCO/BP-15397/TPO (NM & K)/2016/1930, Dated-11/08/2017 granted its permission to develop the said plot and to construct a building on the said plot subject to the terms and conditions of the Commencement Letter and thereby approved and sanctioned the plans in respect of the said building.

AND WHEREAS the Developers are entitled and enjoined upon to construct building on the project land in accordance with the recitals hereinabove

AND WHEREAS the Developers are in possession of the said project land.

AND WHEREAS the developers have proposed to construct on the project land a Building consisting of Ground plus Seven Upper Floors (hereinafter referred to as "the said building/s").



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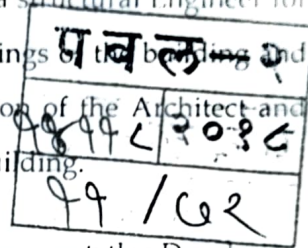
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AND WHEREAS the Purchaser is offered a **Flat No. 404** on the **FOURTH Floor**, (herein after referred to as the said "Flat") in the said Building being constructed on the said project, by the Developer.

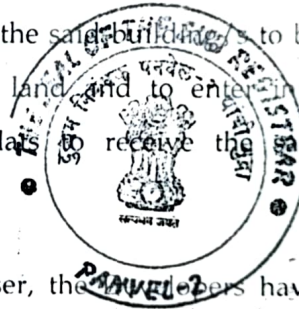
AND WHEREAS the Developers have entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Developers have registered the Project under the provisions of the Act with the **REAL ESTATE REGULATORY AUTHORITY** at **MAHARASHTRA** under Reg. No. **P52000015212**, authenticated copy is attached herewith;

AND WHEREAS the Developers have appointed a structural Engineer for the preparation of the structural design and drawings of the building and the Developers accepts the professional supervision of the Architect and the structural Engineer till the completion of the building.



AND WHEREAS by virtue of the Tripartite Agreement the Developers have sole and exclusive right to sell the Flats in the said building to be constructed by the Developers on the project land and to enter into Agreement/s with the Purchaser(s) of the Flats to receive the consideration in respect thereof;



AND WHEREAS on demand from the Purchaser, the Developers have given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Developer's Architects - **ATUL PATEL ARCHITECTS, KHARGHAR** and of such other documents as are specified under the **Real Estate (Regulation and Development) Act 2016** (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

A handwritten signature in black ink, appearing to be 'Atul Patel'.

A handwritten signature in black ink, appearing to be 'Paval'.

AND WHEREAS the authenticated copies of Certificate of Title issued by Advocate of the Developers - J. D. PATIL, Advocate High Court, authenticated copies of Agreement to Lease, Tripartite Agreement, C.C. or any other relevant revenue record showing the nature of the title of the Developers to the project land on which the Flats are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

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

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

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

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

AND WHEREAS while sanctioning the said plan concerned local authority and/or Government local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developers while developing the said property and the said building/s and upon the due observation and

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performance of which only the completion and occupation certificate in respect of the said building/s shall be granted by the concerned local authority.

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

AND WHEREAS the Purchaser has applied to the Developers for allotment of a Flat No. 404 on FOURTH Floor in the said building to be constructed on the said Plot of land.

AND WHEREAS the CARPET AREA of the said Flat is 27.874 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 Purchaser or verandah area and exclusive appurtenant to the said Flat for exclusive use of the Purchaser 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 Agreement on the terms and conditions appearing hereinafter.



AND WHEREAS, prior to the execution of these present terms and conditions the Purchaser has paid to the Developers a sum of **Rs.4,00,000/-** (Rupees FOUR LAKH Only), being **Part Payment** of the sale consideration of the Flat agreed to be sold by the Developers to the Purchaser as advance payment or Application Fee (the payment and receipt whereof the Developers do hereby admit and acknowledge) and the Purchaser has agreed to pay to

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the Developers the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Developers have registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no. **P52000015212**;

AND WHEREAS, under section 13 of the said Act the Developers is required to execute a written Agreement for sale of said Flat with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developers hereby agrees to sell and the Purchaser hereby agrees to purchase the Flat and the garage/covered parking (if applicable).

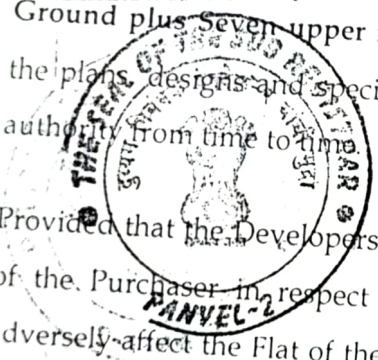
NOW **पञ्चमः** THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY **अग्रे** AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:- **१४ / ०२**

1. The Developers shall construct the said building/s consisting of Ground plus Seven upper floors 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 Developers shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the Flat of the Purchaser except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The Purchaser hereby agrees to purchase from the Developers and the Developers hereby agrees to sell to the Purchaser Flat No. 404 of the carpet area admeasuring 27.874 sq. metres on FOURTH floor in the

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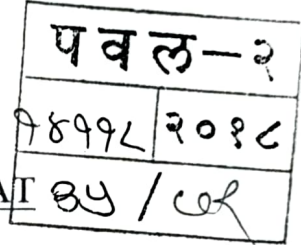


FIRST SCHEDULE OF PROPERTY

ALL THAT PIECE AND PARCEL of land known as **Plot No. 117, in Sector No. 5, of 12.5% (Erstwhile Gaothan Expansion Scheme)**, situated at **Ulwe, Navi Mumbai, Tal. Panvel, District Raigad**, containing by measurement **745.83 Sq.Mtrs.** or thereabout and bounded as follows :-

That is to say :

- On the North by :- 15.00 Mtrs. Wide Road
On the South by :- Plot No. 110
On the East by :- 9.00 Mtrs. Wide Road
On the West by :- Plot No. 116



SECOND SCHEDULE OF FLAT

FLAT NO. "404", "FOURTH" FLOORS, PLOT NO. 117, SECTOR

BUILDING : 'BALAJI DHAM'
NODE : Ulwe, Tal. Panvel, Dist. Raigad
CARPET AREA : 27.874 Sq.Mtrs.
TERRACE AREA : 3.135 Sq.Mtrs.
FLOWER BED AREA : 2.670 Sq.Mtrs.
CUPBOARD AREA : 1.350 Sq.Mtrs.



BUILDING CONSISTS : GROUND + SEVEN FLOORS

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

SIGNED AND DELIVERED by the
within named DEVELOPERS
M/S. BALAJI INFRA,
Through its Partners

1) MR. RAAJ GHISULAL CHOUDHARY


In the presence of.

1) 

2) 

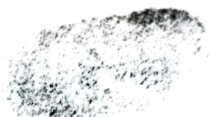
SIGNED AND DELIVERED by the
withinnamed 'PURCHASERS'
MR. PRATIK NARSINHA PAI

In the presence of.

1) 

2) 

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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 P52000015212

Project **Balaji Dham** Plot Bearing / CTS / Survey / Final Plot No. **PLOT NO-117, SECTOR-05 at Ulawe, Panvel, Raigarh, 400707.**

1. **Balaji Infra** having its registered office / principal place of business at Tehsil: **Panvel, District: Raigarh, Pin 400707**
2. This registration is granted subject to the following conditions, namely:-

- o The promoter shall enter into an agreement for sale with the allottees;
- o 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;
- o The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;

OR

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

- o The Registration shall be valid for a period commencing from **08/02/2018** and ending with **31/08/2020**, unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
 - o The promoter shall comply with the provisions of the Act and the rules and regulations made there under
 - o That the promoter shall take all the pending approvals from the competent authorities
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under

Signature valid
Digitally Signed by
Dr. Vasant Pramanand Prabhu
(Secretary, MahaRERA)
Date: 2/8/2018 3:01:33 PM

Signature and seal of the Authorized Officer
Maharashtra Real Estate Regulatory Authority

Dated: 08/02/2018

Place: Mumbai



COMMENCEMENT CERTIFICATE

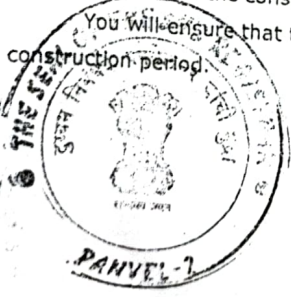
To,
**M/S.BALAJI INFRA, THROUGH ITS PARTNERS
 MR.BHEEMARAM UMMEDRAM CHOUDHARY AND
 OTHER ONE
 SHOP NO.04,SATYAM APARTMENT,PLOT
 NO.51/52/53/63/64,OPP.NERUL,RAILWAY
 STATION,SECTOR-20,NERUL(W),NAVI MUMBAI.
 PIN - 400706**

Sub : Development Permission for **Residential [Resi+Comm] + Mercantile / Business (Commercial) [Resi+Comm]** Building on Plot No. **117** , Sector **05** at **Ulwe 12** Scheme Plot, Navi Mumbai.

- Ref : 1) Your architect's online application dated 15/12/2016
 2) CIDCO Order No. CIDCO/Estate/12.5% Sch/Ulwe/798/2016/14269, dtd. 28/11/2016
 3) Maveja NOC No. CIDCO/Estate/12.5% Sch/Ulwe/798/2016/14529, dtd. 06/12/2016
 4) Height Clearance NOC No. Navi/WEST/B/100416/175588, dtd. 13/10/2016
 5) Fire NOC No. CIDCO/FIRE/No/013/2017, dtd. 05/04/2017
 6) 50% IDC Paid of Rs.3,72,915/- vide Receipt No.17069, dtd.21/07/2017
 7) Note : This Commencement Certificate is granted subject to pending Special Civil Suit No.12/2017 Hon'ble Court, 1st Panel. The order passed by Hon'ble Court in said Civil Suit shall be binding on you.

Dear Sir / Madam,
 In response to your application for Development Permission for **[Resi+Comm] + Mercantile / Business (Commercial) [Resi+Comm]** Building on Plot No. **117** at **Ulwe 12** Scheme Plot, Navi Mumbai, the Development Permission is hereby granted for **[Resi+Comm] + Mercantile / Business (Commercial) [Resi+Comm]** Building on the plot mentioned above.

The Commencement Certificate as required under section 45 of Maharashtra Regional and Town Planning (MRTP) ACT 1966 is also enclosed herewith for the structures referred above. The Developer / Individual plot Owner should obtain the proposed finished finished road edge level from the concerned Nodal Executive Engineer. The Developer/ Plot Owner to ensure that the finished plinth level of the proposed buildings / shops to be minimum 750 mm above the proposed finished road edge level. In case, the building is having stilt, the finished stilt level to be minimum 300 mm above the road edge level. The approval for plumbing services i.e. drainage and water supply shall be separately obtained by the applicant from the concerned nodal Executive Engineer, CIDCO prior to the commencement of the construction work.



The Developers / Builders shall take all precautionary measures for prevention of Malaria breeding during the construction period of the project. If required, you can approach Health Department CIDCO, for orientation program and pest control at project site to avoid Epidemic.

Thanking you,

Yours faithfully,

MPH
11/8/17
ASSOCIATE PLANNER (BP)
MPH
11/8/17
A-15397

C.C. to: ATUL PATEL ARCHITECTS
1209, THE LANMARK, PLOT NO.- 26/A,
SECTOR-7, NR. THREE STAR HOTEL, ,
KHARGHAR



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ADVOCATE

Off. : Shop No. 7 & 8, Munot Residency, Opp. H...
Old Thana Naka Road, Panvel - 4102...
Mob. : 9820 771948 / 9820 771949
Email : jdpatri@...

SEARCH & TITLE REPORT

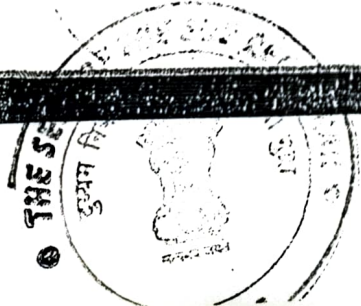
In respect of Plot No. 117, area admeasuring 745.83 Sq. Mtrs. situated at Sector - 05, at Ulwe, Navi Mumbai, Taluka - Panvel, Dist - Raigad, more particularly described in the schedule hereunder written (hereinafter refer to as "the said plot")

I have investigated the title of M/S. BALAJI INFRA a partnership firm duly registered under the Indian Partnership Act, 1932, through its partners 1) MR. BHEEMARAM UMMEDRAM CHOUDHARY AND 2) MR. RAAJ GHISULAL CHOUDHARY, Having its office at - Shop No. 4, Satyam Apartment, Plot No. 51/52/53/63/64, Opp. Nerul Railway Station, Sector No. 20, Nerul (W), Navi Mumbai, in respect of above mentioned plot. And I state that, the title of Owner/New Licensee M/S. BALAJI INFRA through its partners 1) MR. BHEEMARAM UMMEDRAM CHOUDHARY AND 2) MR. RAAJ GHISULAL CHOUDHARY, is derived as under.

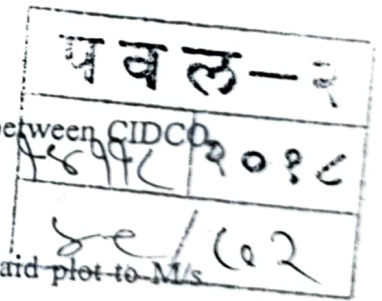
For the purpose of investigation & inspection of title of the said plot I have perused the records & documents regarding said plot made available to me by M/S. BALAJI INFRA through its partners 1) MR. BHEEMARAM UMMEDRAM CHOUDHARY AND 2) MR. RAAJ GHISULAL CHOUDHARY, are as under :-

- 1) Xerox Copy of Intend Letter dated 15/07/2007, issued by CIDCO to Mr. Atmaram Sitaram Kadu & others.
- 2) Xerox Copy of letter dated 04/08/2016 issued by CIDCO to Mr. Harishchandra Atmaram Kadu & others, demanding presence at CIDCO office for biometric for allotment of plot.

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- 3) Xerox Copy of Letter of Allotment dated 11/08/2016, issued by CIDCO to Mr. Harishchandra Atmaram Kadu & others.
- 4) Xerox Copy of Lease Agreement dated 29/08/2016 executed between CIDCO & Mr. Harishchandra Atmaram Kadu & others.
- 5) Xerox Copy of No Objection Certificate for height clearance dated 13/10/2016, issued by Airports Authority Of India.
- 6) Xerox Copy of Public Notice dated 14/11/2014 published in Marathi Newspaper "Kille Raigad" through Adv. Pratik C. Patil
- 7) Xerox Copy of certificate issued by Adv. Pratik C. Patil dated 16/12/2014.
- 8) Xerox Copy of Public Notice dated 02/09/2016 published in Marathi Newspaper "Kokan Sakal" through Adv. P. G. Danawale
- 9) Xerox Copy of certificate issued by Adv. P. G. Danawale dated 17/09/2016.
- 10) Xerox copy of No Objection Certificate for transfer of leasehold right of said plot, dated 08/11/2016 issued by CIDCO.
- 11) Xerox Copy of receipt of Transfer Charges dated 08/11/2016.
- 12) Xerox copy of Tripartite Agreement dated 10/11/2016 executed between CIDCO, Mr. Harishchandra Atmaram Kadu & others and Balaji Infra.
- 13) Xerox copy of letter in respect of permission to transfer of the said plot to M/s Balaji Infra issued by CIDCO dated 28/11/2016.
- 14) Xerox copy of Letter issued by CIDCO dated 11/08/2017 regarding Development Permission/Commencement Certificate for the said plot.





ADVOCATE

J. D. Patil

B.S.L.

Off. : Shop No. 7 & 8, Munot Residency, Opp. H.O.C. Colony,
Old Thana Naka Road, Panvel - 410206, Panvel

Mob. : 9820 771948 / 9324 2011

Email : jdpatil7@yahoo.com

- 15) Xerox copy of Special Civil Suit No. 12/2017 filed before Hon'ble Civil Judge Senior Division Panvel.
- 16) Xerox copy of Exhibit No. 5/Injunction Application of Special Civil Suit No. 12/2017 filed before Hon'ble Civil Judge Senior Division Panvel Court along with order passed by learned Hon'ble Court dated 07/02/2017.
- 17) Xerox copy of order passed in AO No. 418/2017 filed before Hon'ble Bombay High Court.

Except the above said documents no other documents are produced before me by M/S. BALAJI INFRA through its partners 1) MR. BHEEMARAM UMMEDRAM CHOUDHARY AND 2) MR. RAAJ GHISULAL CHOUDHARY, for my inspection.

- 1) I perused the Xerox Copy of Intend Letter dated 15/07/2007, issued by CIDCO to Mr. Atmaram Sitaram Kadu & others. It is stated therein that, Plot No. 117, situated at Ulwe-1B, Sector No. 5, Area 750 Square Meter is intended to be allotted to said Mr. Atmaram Sitaram Kadu & others. The said Intend Letter is issued on the basis of hypotheses made in Computerized lottery system dated 13/07/2007. It is also stated that, the said Intend Letter is interim one, and after complying with the term & condition stated therein the allotment letter will be issued.
- 2) I perused the Xerox Copy of letter dated 04/08/2016 issued by CIDCO to Mr. Harishchandra Atmaram Kadu & others, demanding presence at CIDCO office for biometric for allotment of plot. The said letter is addressed to 1) heirs of late Atmaram Sitaram Kadu, 2) heirs of late Vitthal Sitaram Kadu, late Bayobai Vitthal Kadu, late Jomubai Sitaram Kadu & 3) heirs of late Vaman Sitaram Kadu. It is stated therein that, since the said farmers/PAP have complied with the

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necessary documentation required for allotment of said plot, they are requested to be present at Biometric Room, Bhumi vibhag (12.5 scheme), 7th Floor, Cidco Bhavan, CBD Belapur, Navi Mumbai, on dated 09/08/2016 at 2 pm.

- 3) I perused the Xerox Copy of Letter of Allotment dated 11/08/2016, issued by CIDCO to Mr. Harishchandra Atmaram Kadu & others. It is stated therein that, since the land owned by the said farmers is acquired for Navi Mumbai Project, it is decided that, subject to terms and condition of 12.5% scheme, the plot bearing Plot No. 117, situated at Ulwe-1B, Sector No. 5, Area 750 Square Meter is to be allotted to said farmers on the Lease basis.
- 4) I perused the Xerox Copy of Lease Agreement dated 29/08/2016 executed between CITY AND INDUSTRIAL CORPORATION MAHARASHTRA LTD. referred to as "Corporation" therein, of the first part & 1) Harishchandra Atmaram Kadu, 2) Kamalakar Atmaram Kadu, 3) Pradeep Vitthal Kadu, 4) Parvati Sitaram Thakur, 5) Yamunabai Shankar Thakur, 6) Gangabai Madhukar Gharat alias Suman Madhukar Gharat, 7) Anubai Dashrath Patil alias Anusaya Dashrath Patil, 8) Ram Vaman Kadu, 9) Pundalik Vaman Kadu, 10) Girijabai Parshuram Kadu, 11) Radha Namdev Naik, 12) Pushpa Mahendra Naik, 13) Shakun alias Shankuntala Madhukar Kadu, 14) Savita Vijay Kadu, 15) Manasi Vijay Kadu & Manish Vijay Kadu through their natural guardian Savita Vijay Kadu, referred to as "the Licensee" of the other part. The CIDCO has handed over the possession of the said plot to the said farmers on the term and condition as set out thereon. The said Lease Agreement is registered at the Office of the Sub Registrar of Assurances at PANVEL 2 at Sr.No. PVL - 10212/2016 dated 30/08/2016.
- 5) I perused the Xerox Copy of Public Notice dated 14/11/2014 published in Marathi Newspaper "Kille Raigad" through Adv. Pratik C. Patil It is revealed from the





ADVOCATE

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said, notice that Adv. Pratik C. Patil issued said public notice on behalf of his client and called for objections of persons, if anybody is interested in the said plot under search and also disclosed in said notice that, anybody having objection in the respect of sale and transfer the said plot he/she should file his/her written objections within 21 days from the date of publication of the public notice.

- 6) I perused the Xerox Copy of certificate issued by Adv. Pratik C. Patil, Having Office At - Vardoli, Taluka - Panvel, Dist - Raigad, dated 16/12/2014 It is revealed from the said above notice dated 14/11/2014 is published by Adv. Pratik C. Patil on behalf of his client M/S. BALAJI INFRA And during the subsistence of the period of the said notice, he have not received any objection or any claim form the public in respect of the said plot.
- 7) I perused the Xerox Copy of Public Notice dated 2/9/2016 published in Marathi Newspaper "Kokan Sakal" through Adv. P. G. Danawale Having Office At - Office Chamber no. 307 & 308, Shiv Center, Sector No. - 17, Vahi Navi Mumbai - 400703. It is revealed from the said, notice that Adv. P. G. Danawale issued said public notice on behalf of his client and called for objections of persons, if anybody is interested in the said plot under search and also disclosed in said notice that, anybody having objection in the respect of sale and transfer the said plot he/she should file his/her written objections within 15 days from the date of publication of the public notice.
- 8) I perused the Xerox Copy of certificate issued by Adv. P. G. Danawale dated 17/9/2016 It is revealed from the said above notice dated 2/9/2016 is published by Adv. P. G. Danawale on behalf of his client M/S. BALAJI INFRA. And during the subsistence of the period of the said notice, he have not received any objection or any claim form the public in respect of the said plot.

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9) I perused the Xerox copy of No Objection Certificate for transfer of leasehold right of said plot, dated 08/11/2016 issued by CIDCO. It transpired that, Mr. Harishchandra Atmaram Kadu & others have made an application to CIDCO dated 27/09/2016, for permission to transfer the leasehold right of the said plot to M/S. BALAJI INFRA. In reply CIDCO has given a No Objection Certificate to said Mr. Harishchandra Atmaram Kadu & others to transfer the leasehold right of the said plot to M/S. BALAJI INFRA, subject to terms & condition stated in said No Objection Certificate.

10) I perused the Xerox Copy of receipt of Transfer Charges dated 08/11/2016. It reveals that, as per the term & condition of No Objection Certificate dated 08/11/2016, Mr. Harishchandra Atmaram Kadu & others have paid the transfer charges of Rs. 5,97,100/- (Rupees Five Lakh Ninety Seven Thousand & Hundred Only) to the CIDCO Ltd.

11) I perused the copy of Tripartite Agreement dated 10/11/2016 executed between the CITY AND INDUSTRIAL CORPORATION MAHARASHTRA LTD. referred to as "Corporation" therein, of the first part & 1) Harishchandra Atmaram Kadu, 2) Kamalakar Atmaram Kadu, 3) Pradeep Vitthal Kadu, 4) Parvati Sitaram Thakur, 5) Yamunabai Shankar Thakur, 6) Gangabai Madhukar Gharat alias Suman Madhukar Gharat, 7) Anubai Dashrath Patil alias Anusaya Dashrath Patil, 8) Ram Vaman Kadu, 9) Pundalik Vaman Kadu, 10) Girijabai Parshuram Kadu, 11) Radha Namdev Naik, 12) Pushpa Mahendra Naik, 13) Shakun alias Shankuntala Madhukar Kadu, 14) Savita Vijay Kadu, 15) Manasi Vijay Kadu & 16) Manish Vijay Kadu No. 15 and 16 through their natural guardian Savita Vijay Kadu, referred to as "Original Licensee" of the Second part. & M/S. BALAJI INFRA a partnership firm duly registered under the Indian Partnership Act, 1932, through its partners 1) MR. BHEEMARAM UMMEDRAM UDDHARY AND

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ADVOCATE

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Email : jdpant

2) MR. RAAJ GHISULAL CHOUDHARY, referred to as "New Licensee" third part. It is revealed from the said Tripartite Agreement that, the original licensees transferred and assigned the leasehold right of the plot in the name of M/S. BALAJI INFRA a partnership firm duly registered under Indian Partnership Act, 1932, through its partners 1) MR. BHEEMARAM UMMEDRAM CHOUDHARY AND 2) MR. RAAJ GHISULAL CHOUDHARY. The said Tripartite Agreement is registered at the Office of Sub Registrar of Assurances at Panvel 2 at Sr. No 13150/2016 on 18/11/2016. It is revealed from the said Tripartite Agreement that, said Tripartite Agreement lodged for registration on behalf of Original Licensee through their Power Of Attorney holder Mr. Anand Chandanmal Soni Having Address at : C- 301, Punit Park Sector No. 17 , Nerul Navi Mumbai,

12) I perused the copy of final Letter of CIDCO dated 28/11/2016. It is revealed from the said letter that the leasehold right of the said plot was transferred in the name of M/S. BALAJI INFRA through its partners 1) MR. BHEEMARAM UMMEDRAM CHOUDHARY AND 2) MR. RAAJ GHISULAL CHOUDHARY by tripartite agreement dated 10/11/2016. Hence on the production of certified copy of the said tripartite agreement, their names were recorded as Licensee in CIDCO record.

13) I perused the copy of Letter of CIDCO dated 11/08/2017 regarding Development Permission/ Commencement Certificate. It is revealed from the said letter that, the CIDCO has granted the Development Permission/Commencement Certificate for the development for residential+mercantile/business (commercial) building on the said plot to the M/S. BALAJI INFRA through its partners 1) MR. BHEEMARAM UMMEDRAM CHOUDHARY AND 2) MR. RAAJ GHISULAL CHOUDHARY. It is stated therein that, the said Development Permission/ Commencement

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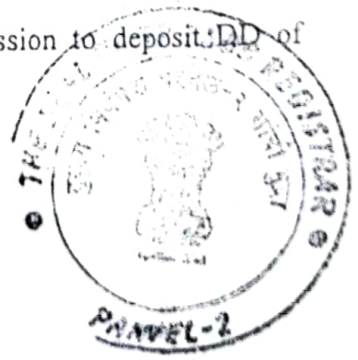
Certificate is granted subject to pending Special Civil Suit No. 12/2017, in Hon'ble Civil Court (SD) Panvel. The order passed by Hon'ble Court in said civil suit shall be binding on M/s. BALAJI INFRA.

14) I perused the Xerox copy of Exhibit No. 1 of Special Civil Suit No. 12/2017 filed before Hon'ble Civil Judge Senior Division Panvel Court. By perusing the said suit documents it revealed that, the said suit filed by 1) Mr. Khimaram Chenaji Choudhari, proprietor of Arihant Patravali Mart & 2) M/s. Padmavati Developers through its partners for declaration, specific performance of contract and injunction, in respect of the said plot. The said suit is yet pending in the Hon'ble Civil Judge Senior Division Panvel Court. And the orders pass by the Hon'ble Court shall be binding on the M/S. BALAJI INFRA through its partners 1) MR. BHEEMARAM UMMEDRAM CHOUDHARY AND 2) MR. RAAJ GHISULAL CHOUDHARY.

15) I perused the Xerox copy of Exhibit No. 5/Injunction Application of Special Civil Suit No. 12/2017 filed before Hon'ble Civil Judge Senior Division Panvel Court along with order passed by learned Hon'ble Court dated 07/02/2017. By perusing the said order it revealed that, the trial Court after considering the averments and contentions raised by both the parties and their respective submissions, refused to grant interim relief/injunction in respect of the suit land and directed defendant nos. 1 to 16 to deposit Rs. 75 lakhs i.e. the amount paid by the plaintiff to defendant nos. 1 to 16 i.e. at the time of execution of the said unregistered agreement.

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16) I have also perused the application filed by defendant nos. 1 to 16 in the Hon'ble Civil Judge Senior Division Panvel for grant of permission to deposit DD of





ADVOCATE

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Email : jdpatil7@ymail

Rs. 75 lakhs as the order of the Court. The defendant nos. 1 to 16 have complied with the order of the Hon'ble Civil Judge Senior Division Panvel.

17) I perused the Xerox copy of order passed in AO No. 418/2017 filed before Hon'ble Bombay High Court. By perusing the said appeal documents it is revealed that, the said Appeal From Order was directed against the order dated 07/02/2017 passed by the learned Civil Judge Senior Division Panvel, below Exhibit - 5 in Special Civil Suit No 12/2017. It reveals that, the trial Court after considering the averments and contentions raised by both the parties and their respective submissions, refused to grant interim relief in respect of the suit land and directed defendant nos. 1 to 16 to deposit Rs. 75 lakhs i.e. the amount paid by the plaintiff to defendant nos. 1 to 16 i.e. the owners of the suit land at the time of execution of the said unregistered agreement. Hence the plaintiff filed an AO No. 418/2017 before Hon'ble Bombay High Court. The Hon'ble Bombay High Court dismissed the said appeal and maintained the order of trial court with added directions that, 1) Defendant nos. 1 to 16 i.e. the land owners are directed to deposit the interest amount @ 24% p.a. on Rs. 75 lakhs from the date of the agreement dated 20/03/2014.

18) Public Notice: It is clarified that I have not issued any public notice for the issuance of this report as per the instruction of my client as already two public notices are published as mentioned herein above.

19) Search at Sub Registrar Office : I have also caused to be carried out search of the INDEX II REGISTERS pertaining to the period of 30 years from 1989 to 2018 in the office of the Sub Registrar, Panvel through searcher/search clerk Mr. Satyawant Chavan, who has conducted search of Index II registered vide receipt No. 8660, dated 29/06/2018 & has issued the search report with respect to the said plot.

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I have been informed by search clerk Mr. Satyawan Chavan that, manually written INDEX II registers for the year 1989 to 2000-01 are in decayed, torn and dilapidated conditions & hence indecipherable. Most of the pages of these registers are found to be removed from biding. Some of the registers are sent for biding, hence not available for perusal. Whereas the most of the registers in the office of Sub Registrar Panvel II are in decayed, torn and dilapidated conditions. As well as some of the pages of these registers are found to be removed from biding and most of the registers are in loose condition. Hence on the basis of available record he has issued the search report. The copy of search report is attached herewith.

While conducting search as mention above, he has found following entries in respect of said land.

Type of Document	Documents made by	Documents made in the name of	Document number & Date of Registration
Lease Agreement	CITY AND INDUSTRIAL CORPORATION MAHARASHTRA LTD	1) Harishchandra Atmaram Kadu, 2) Kamalakar Atmaram Kadu, 3) Pradeep Vitthal Kadu, 4) Parvati Sitaram Thakur, 5) Yamunabai Shankar Thakur, 6) Gangabai Madhukar Gharat	PVL-2-10212/2016 dated 30/08/2016

पवल-२
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ADVOCATE

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		alias Suman Madhukar Gharat, 7) Anubai Dashrath Patil alias Anusaya Dashrath Patil, 8) Ram Vaman Kadu, 9) Pundalik Vaman Kadu, 10) Girijabai Parshuram Kadu, 11) Radha Namdev Naik, 12) Pushpa Mahendra Naik, 13) Shakun alias Shankuntala Madhukar Kadu, 14) Savita Vijay Kadu, 15) Manasi Vijay Kadu & Manish Vijay Kadu through their natural guardian Savita Vijay Kadu
Tripartite Agreement	CITY AND INDUSTRIAL CORPORATION MAHARASHTRA LTD & 1) Harishchandra Atmaram Kadu, 2) Kamalakar	M/S. BALAJI INFRA a partnership firm duly registered under the Indian Partnership Act, 1932, through its partners 1) MR. BHEEMARAM UMMEDRAM CHOUDHARY AND 2) MR. RAAJ GHISULAL

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dated
23.11.2019

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Atmaram Kadu,

3) Pradeep Vitthal
Kadu,

4) Parvati Sitaram
Thakur,

5) Yamunabai
Shankar Thakur,

6) Gangabai
Madhukar Gharat
alias Suman

Madhukar Gharat,

7) Anubai Dashrath
Patil alias Anusaya

Dashrath Patil,

8) Ram Vaman
Kadu,

9) Pundalik Vaman
Kadu,

10) Girijabai
Parshuram Kadu,

11) Radha Namdev
Naik,

12) Pushpa
Mahendra Naik,

13) Shakun alias
Shankuntala

Madhukar Kadu,

CHOUDHARY

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ADVOCATE

J. D. P.

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Email : jdpatri7@gmail.com

	14) Savita Vijay Kadu, 15) Manasi Vijay Kadu & Manish Vijay Kadu through their natural guardian Savita Vijay Kadu	
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Save and except the abovementioned observation, no other transaction, either of sale, transfer, or otherwise of any mode of transfer, is found to be recorded in respect of the aforesaid land.

20) On perusal & inspection of all the documents produced before me for my inspection as stated above, I express my personal opinion & observation as under:

The title of M/S. BALAJI INFRA through its partners 1) MR. BHEEMARAM UMMEDRAM CHOUDHARY AND 2) MR. RAAJ GHISULAL CHOUDHARY as New Licensee in respect of said Plot No. 117, area admeasuring 745.83 Sq. Mtrs. situated at Sector - 05, at Ulwe, Navi Mumbai, Taluka - Panvel, Dist - Raigad is clear, marketable and free from all encumbrances of any nature whatsoever in the CIDCO record subject to observation made in Para No. 13 to 16 mentioned herein above.

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Description of Property

All that piece and parcel of Plot bearing Plot No. 117, area admeasuring 745.83 Sq. Mtrs. situated at Sector - 05, at Ulwe, Navi Mumbai, Taluka - Panvel, Dist - Raigad, and bounded as under:

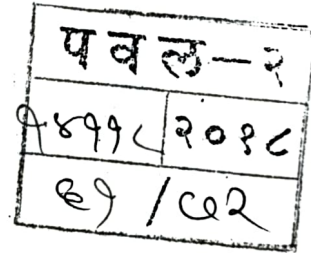
Towards the North : 15.0 Meter wide road
Towards the South By : Plot No. 110
Towards the East By : 9.0 Meter wide road.
Towards the West By : Plot No. 116

Place: Panvel

Date: 2/7/2018


Adv. J. D. Patil

**J. D. PATIL**
B.S.L., LL.B.
ADVOCATE
Shop No. 7 & 8, Munot Residency,
Opp. H.O.C. Colony, Old Thana Naka Road
Panvel - 410 206.
Mob. : 9324201935, 9820771948



SATYAWAN CHAVAN

Search Clerk
Mob : 9821326507

Date : 27.06.2018

To,
Adv. J. D. Patil
Tal. Panvel, Dist. Raigad

SEARCH REPORT

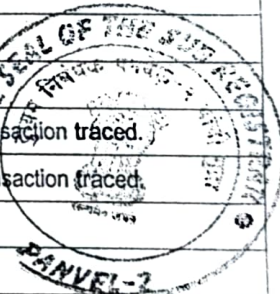
PROPERTY : Property Bearing Plot No. 117, Sector No. 5, area 745.83 Sqr, Mtr, situated at
Village Ulave, Tal. Panvel, Dist. Raigad.

PERIOD OF SEARCH :-1989 – 2018 (30 years)

I have taken a search of above mentioned property for the period 30 years i.e. from 1989 to 2018 from the record of the Sub-Register of Assurance, Panvel(Office No.1, 2, 3, 4 & 5). The Payment of search charges paid to Sub-Registrar, Panvel - 3by me Vide Receipt No.8660/2018 Dated 29/06/2018. The Payment Receipts are attached hereto I have made the following observations in my search.

Years	TransactionPanvel – 1
1989 to 2001	Tom condition
2002	No transaction traced
2003	No transaction traced
2004	No transaction traced
2005	No transaction traced
2006	No transaction traced
2007	No transaction traced
2008	No transaction traced
2009	No transaction traced
2010	No transaction traced
2011	No transaction traced
2012	No transaction traced
2013	No transaction traced
2014	No transaction traced
2015	Available Loose Index Check. No transaction traced.
2016	Available Loose Index Check. No transaction traced.
2017	Index not ready.
2018	Index not ready.

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Satyawan Chavan

Years	TransactionPanvel - 2
2002	No transaction traced
2003	No transaction traced
2004	No transaction traced
2005	No transaction traced
2006	No transaction traced
2007	No transaction traced
2008	No transaction traced
2009	No transaction traced
2010	No transaction traced
2011	No transaction traced
2012	No transaction traced
2013	No transaction traced
2014	No transaction traced.
2015	No transaction traced.
2016	Transaction
2017	Index not ready.
2018	Index not ready.

Years	TransactionPanvel - 3
2005	No transaction traced
2006	No transaction traced
2007	No transaction traced
2008	No transaction traced
2009	No transaction traced
2010	No transaction traced
2011	No transaction traced
2012	No transaction traced
2013	No transaction traced
2014	No transaction traced.
2015	No transaction traced.
2016	No transaction traced.
2017	Index not ready.
2018	Index not ready.

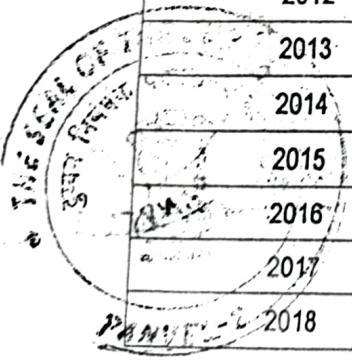
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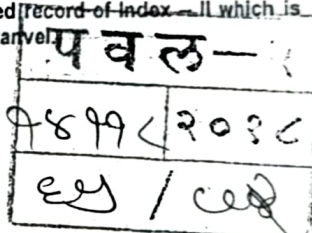
Years	TransactionPanvel - 4
2012	No transaction traced
2013	No transaction traced
2014	No transaction traced.
2015	Available Loose Index Check. No Transaction traced.
2016	Index not ready.
2017	Index not ready.
2018	Index not ready.

Years	TransactionPanvel - 5
2014	No transaction traced.
2015	No transaction traced.
2016	No transaction traced.
2017	Available Loose Index Check. No Transaction traced.
2018	Index not ready.

Note : In the office of Sub-Registrar Panvel(Office No. 1, 2, 3, 4 & 5)Computerized Index II from 1989 to 2018 are not maintained properly.

This search report is subject to badly torn and mutilated record of index - II which is available in the office of Sub-Registrar of Assurance of Panvel.

This Search Report is on available as record basis.



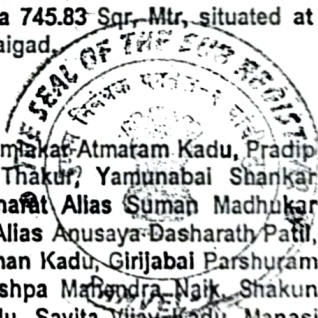
Transaction for the year : 2016

Nature of Transaction : LEASE DEED

PROPERTY : Plot No. 117, Sector No. 5, area 745.83 Sqr. Mtr, situated at Village Ulave, Tal. Panvel, Dist. Raigad.

Lessor : CIDCO LTD through A.B.Ghorpade.

Lessee : Harischandra Atmaram Kadu, Kamalakar Atmaram Kadu, Pradip Vitthal Kadu, Parvati Sitaram Thakur, Yamunabai Shankar Thakur, Gangabai Madhukar Ghafat Alias Suman Madhukar Gharat, Anubai Dasharath Patil Alias Anusaya Dasharath Patil, Ram Vaman Kadu, Pundalik Vaman Kadu, Girijabai Parshuram Kadu, Radha Namdev Naik, Pushpa Mahendra Naik, Shakun Alias Shakuntala Madhukar Kadu, Savita Vijay Kadu, Manasi Vijay Kadu and Manish Vijay Kadu through leagle Gardian of Minor Child Power of Attorney Holder Savita Vijay Kadu.



(Handwritten signature)

R.R. No.PANVEL-2-10212/2016, Dated 30.08.2016.

Agreement Value : Rs. 9,375/-

Market Value : Rs. 0/-

Transaction for the year : 2018

Nature of Transaction : TRIPARTITE AGREEMENT

PROPERTY : Plot No. 117, Sector No. 5, area 745.83 Sqr, Mtr, situated at Village Ulave, Tal. Panvel, Dist. Raigad.

Name of Seller : Harischandra Atmaram Kadu, Kamlakar Atmaram Kadu, Pradip Vitthal Kadu, Parvati Sitaram Thakur, Yamunabai Shankar Thakur, Gangabai Madhukar Gharat Alias Suman Madhukar Gharat, Anubai Dasharath Patil Alias Anusaya Dasharath Patil, Ram Vaman Kadu, Pundalik Vaman Kadu, Girijabai Parshuram Kadu, Radha Namdev Naik, Pushpa Mahendra Naik, Shakun Alias Shakuntala Madhukar Kadu, Savita Vijay Kadu, Manasi Vijay Kadu and Manish Vijay Kadu through leagle Gardian of Minor Child Power of Attorney Holder Savita Vijay Kadu.

R.R. No.PANVEL-2-13150/2016, Dated 23.11.2016.

Agreement Value : Rs. 9,375/-

Market Value : Rs. 1,42,46,000/-

Hence this Report.

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Satyawan

SATYAWAN CHAVAN
Searcher



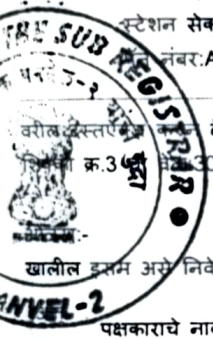


दस्त गोषवारा भाग-2

पवल 2 02/02
दस्त क्रमांक: 14118/2018

दस्त क्रमांक : पवल2/14118/2018
दस्ताचा प्रकार :- करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव: प्रतिक नरसिंहां पै - - पत्ता: प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: -, ब्लॉक नं. -, रोड नं: रा. 904, ओम श्री विनायक सीएचएस, प्लॉट नं.56, सेक्टर 50ई, पाम बीच रोड, सी वूड्स, नेरूळ, नवी मुंबई., महाराष्ट्र, ठाणे. पॅन नंबर: BMFPP3538Q	लिहून घेणार वय :- 26 स्वाक्षरी:-		
2	नाव: मे. बालाजी इन्फ्रा तर्फे भागीदार - श्री. राज घिसुलाल चौधरी - - पत्ता: प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: -, ब्लॉक नं. -, रोड नं: ऑफिस - शॉप नं. ४, सत्यम अपार्टमेंट, प्लॉट नं. ५१/५२/५३/६३/६४, ऑप नेरूळ रेल्वे स्टेशन सेक्टर - २०, नेरूळ नवी मुंबई, महाराष्ट्र, ठाणे. नंबर: AANFB6324P	लिहून देणार वय :- 35 स्वाक्षरी:-		



वरील दस्तऐवज देणार तथाकथीत करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.
क्र. 30 / 10 / 2018 06 : 43 : 37 PM

खालील इतर असे निवेदीत करतात की ते दस्तऐवज करून देणाऱ्यांना व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव: प्रथमेश मोहिते - - वय: 23 पत्ता: ऑफिस क्र. 11, यशोकीरण बिल्डींग, पनवेल, ता. पनवेल, जि. रायगड. पिन कोड: 410206	स्वाक्षरी	
2	नाव: वैभव विभुते - - वय: 30 पत्ता: ऑफिस क्र. 11, यशोकीरण बिल्डींग, पनवेल, ता. पनवेल, जि. रायगड. पिन कोड: 410206	स्वाक्षरी	

शिकका क्र. 4 ची वेळ: 30 / 10 / 2018 06 : 44 : 31 PM

प्रमाणित करणेत येते की, सदर दस्तास एकूण 62

शिकका क्र. 5 ची वेळ: 30 / 10 / 2018 06 : 44 : 53 PM नोंदणी पुस्तक क्र. 9

क्रमांक 28996 वर नोंदला

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दिनांक 30 माह 90 सन २०१८

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