

पावती

Original/Duplicate

Thursday February 01, 2024

नॉदणी क्र 39म

5:03 PM

Regn 39M

पावती क्र 1154 दिनांक 01/02/2024

पावतीचा नाव कोन

पावतीचा क्रमांक अन्वयमात बवड3-1021-2024

पावतीचा प्रकार विक्री करारनामा

पावती करणाऱ्याचा नाव दीपेश गणेश शेटी

नोदणी फी

₹ 30000.00

दस्त हाताळणी फी

₹ 1100.00

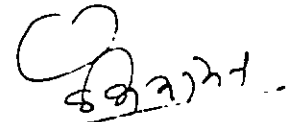
पृष्ठाची संख्या 55

एकूण.

₹. 31100.00

आपण मूळ दस्त, थवनेल प्रिट, सूची-२ अंदाजे

5:22 PM ह्या वेळेस मिळेल.



(इंद्रधर अ. साठवणी)

सह दुय्यम भिवंधी (वर्ग २)

भिवंधी क्र. ३, जि. टाणे

गणना मूल्य ₹ 1472809.8 /-

संवेदनता ₹ 3514019/-

संवेदने मुद्राक शुल्क ₹. 210900/-

1) देयकाचा प्रकार DHC रकम: ₹.1100/-

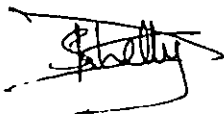
टीडी/घनादेश/पे ऑर्डर क्रमांक: 0224013100220 दिनांक: 01/02/2024

व्यक्तीचा नाव व पत्ता

2) देयकाचा प्रकार: eChallan रकम: ₹.30000/-

टीडी/घनादेश/पे ऑर्डर क्रमांक: MH014858843202324E दिनांक: 01/02/2024

व्यक्तीचा नाव व पत्ता





2024

सूची क्र.2

दुय्यम निवघक मह दु नि भिवडी 3

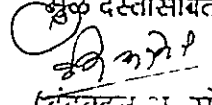
दस्त क्रमाक 1021/2024

नोदणी

Regn 63m

यावाचे नाव कोन

(1) विनेखाचा प्रकार	विक्री करारनामा
(2) मोवदला	3514019
(3) बाजारभाव(भाडेपट्टयाच्या वायतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	1472809.8
(4) भू-मापन,पोटहिस्सा व घरक्रमाक (असल्यास)	1) पालिकेचे नाव: ठाणे इतर वर्णन ., इतर माहिती: मौजे कोन ता भिवडी,जिल्हा -ठाणे,मळें न 188,हिस्सा नं. 1 क्षेत्र 1290 चौ. मी. यावरील नमो मॅक्सिमा मधील सदनिका क्र 705,मातवा मजला,क्षेत्र 35.55 चौ.मी. करपेट (फोयेर 3 12 चौ मी + ओ पी 6.23 चौ मी)((Survey Number 188/1 ;))
(5) क्षेत्रफळ	1) 35 55 चौ मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा	
(7) दस्तऐवज करून घेणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1) नाव-मै जैन रिजलटी याचा तर्फे प्रो.प्रा. वीरेन किशोर जैन वय -28, पत्ता -प्लॉट नं. - , माळा नं. - , इमारतीचे नाव: - , ब्लॉक नं: शॉप नं.2, हरी ओम अपार्टमेंट, शिव टिम्बर मार्ट मागे, वॉटर सप्लाय रोड, कोन गाव, तालुका- भिवडी, जिल्हा- ठाणे , रोड नं. - , महाराष्ट्र, ठाणे. पिन कोड.-421311 पॅन नं -AYBPJ9875F
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास प्रतिवादिचे नाव व पत्ता	1) नाव:-दीपेश गणेश शेटी वय -27; पत्ता-प्लॉट नं. - , माळा नं. - , इमारतीचे नाव - ब्लॉक नं 4-75 थोनाडे माने, मधुमद, इनजे, जिल्हा- उडुपी, कर्नाटकाक , रोड नं - , कर्नाटक, उडुपी पिन कोड -576122 पॅन नं -HIJPS2728R
(9) दस्तऐवज करून दिल्याचा दिनाक	01/02/2024
(10) दस्त नोदणी केल्याचा दिनाक	01/02/2024
(11) अनुक्रमांक, खड व पृष्ठ	1021/2024
(12) बाजारभावाप्रमाणे मुद्राक शुल्क	210900
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेर	

असुल दस्तासोयतची प्रत

 (इंग्रितदन ा सोनवणे)
 सह दुय्यम निवघक (वर्ग २)
 भिवडी क्र ३, जि. ठाणे

मल्यायनामाठी विचारात घेतलेला तपशील -

मुद्राक शुल्क आकारताना 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

Page 11

Payment Details

sr	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	DEEPESH GANESH SHETTY	eChallan	69103332024020111458	MH014854171202324E	70000.00	SD	0007853094202324	01/02/2024
2	DEEPESH GANESH SHETTY	eChallan	69103332024020112828	MH014858843202324E	140900.00	SD	0007853083202324	01/02/2024
3		DHC		0224013100220	1100	RF	0224013100220D	01/02/2024
4	DEEPESH GANESH SHETTY	eChallan		MH014858843202324E	30000	RF	0007853083202324	01/02/2024

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

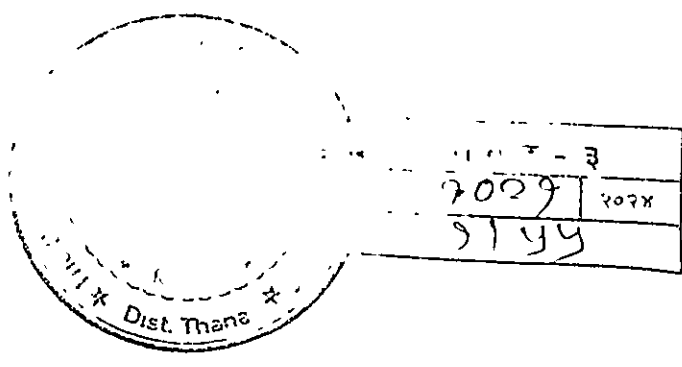
मूल्यांकन पत्रक शहरी क्षेत्र बांधीव

शहरी क्षेत्र
 तालुका नांदेड
 शहरी ग्राम जापरा सांखील विकसित जमीन
 Blocc and Nampur Municipal Corporation रा.प. क्र. १०७६६ ८८

वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु	मूली जमीन	निवासी सदाकेव	क्यापलम	दुकाने	औद्योगिक	वाणिज्य मूल्यदर
	८८००	२८००	३५००	३५००	३५००	३५००
बांधीव क्षेत्राची माहिती						
शहरी ग्राम जापरा सांखील विकसित जमीन	२८००	२८००	३५००	३५००	३५००	३५००
शहरी ग्राम जापरा सांखील विकसित जमीन	२८००	२८००	३५००	३५००	३५००	३५००
शहरी ग्राम जापरा सांखील विकसित जमीन	२८००	२८००	३५००	३५००	३५००	३५००

शहरी क्षेत्राची माहिती
 शहरी ग्राम जापरा सांखील विकसित जमीन
 शहरी ग्राम जापरा सांखील विकसित जमीन
 शहरी ग्राम जापरा सांखील विकसित जमीन

एकत्रित अंतिम मूल्य
 शहरी ग्राम जापरा सांखील विकसित जमीन
 शहरी ग्राम जापरा सांखील विकसित जमीन
 शहरी ग्राम जापरा सांखील विकसित जमीन



Handwritten signature and text: (सोनावणे) (वर्ग २) (रा.प. क्र. १०७६६ ८८)

CHALLAN
MTR Form Number-6



IN MH011854171202321E	BARCODE	Date 31/01/2024-21 28 41	Form ID 25 2
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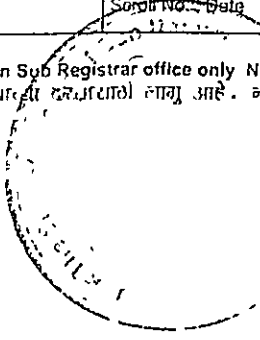
Department Inspector General Of Registration	Payer Details		
Type of Payment Stamp Duty Registration Fee	TAX ID / TAN (If Any)		
Office Name BVD1_BHIWANDI NO 1 SUB REGISTRAR	PAN No.(If Applicable)		
Location THANE	Full Name	DEEPESH GANESH SHETTY	
Year 2023 2024 One Time	Flat/Block No.	FLAT NO 705 NAMO MAXIMA	
Account Head Details	Amount In Rs.	Premises/Building	
Stamp Duty	70000 00	Road/Street	KON
		Area/Locality	BHIWANDI
		Town/City/District	
		PIN	4 2 1 3 1 1

Remarks (If Any)	
SecondPartyName=JAIN REALTY-CA=1-Marketval=1	

Amount In	Seventy Thousand Rupees Only
Words	70,000 00

Payment Details IDBI BANK	FOR USE IN RECEIVING BANK			
Cheque-DD Details	Bank CIN	Ref No	69103332024020111456	2851295592
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	Bank-Branch	IDBI BANK		
	Scroll No. Date	Not Verified with Scroll		

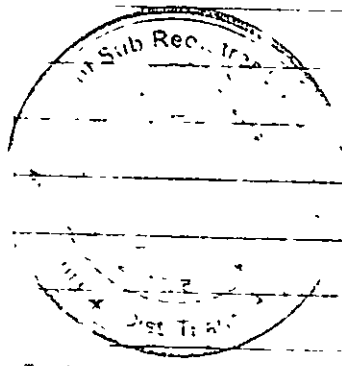
This challan is valid for document to be registered in Sub Registrar office only Not valid for unregistered document. Mobile No 7498194965



9029 2024
21/1/24

CHAILAN
MTR Form Number-6

GRN MH014858843202324E	BARCODE	Date 01/02/2024 00:46:31	Form ID
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Department Inspector General Of Registration		Payer Details					
Stamp Duty		TAX ID / TAN (If Any)					
Type of Payment Registration Fee		PAN No (If Applicable)					
Office Name BVD1_BHIWANDI NO 1 SUB REGISTRAR		Full Name	DEEPI HEGANI SH SHELTY				
Location THANE		Flat/Block No	FLAT NO 705 NAMO MAXIMA				
Year 2023-2024 One Time		Premises/Building					
Account Head Details		Amount In Rs					
0030046401 Stamp Duty		140900 00	Road/Street KON				
0030062001 Registration Fee		30000 00	Area/Locality BHIWANDI				
			Town/City/District				
			PIN 4 2 1 3				
 <table border="1" style="margin-left: 20px; border-collapse: collapse;"> <tr><td>7029</td><td>3109</td></tr> <tr><td>7028</td><td></td></tr> </table>		7029	3109	7028		Remarks (If Any)	
		7029	3109				
7028							
		SecondPartyName=JAIN REALTY-CA=1-Marketval=*					
Total	1,70,900 00	Amount In Words	One Lakh Seventy Thousand Nine Hundred Rupees 00				

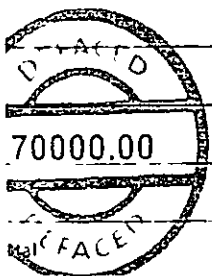
Payment Details IDBI BANK	FOR USE IN RECEIVING BANK		
Cheque-DD Details	Bank CIN	Ref No	69103332024020112828 2851312062
	Bank Date	RBI Date	01/02/2024 00 48 58 Not Verified with RB
	Bank Branch		IDBI BANK
	Scroll No , Date		Not Verified with Scroll

NOTE: This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. Mobile No: 74 18 19 12 12

CHALLAN
MTR Form Number-6



RN	4854171202324E	BARCODE	Date 31/01/2024-21 28 41		Form ID
Department	Inspector General Of Registration		Payer Details		
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)	9027 21 91		
Office Name	BVD1 BHIWANDI NO 1 SUB REGISTRAR	PAN No (If Applicable)	Dist. DEE PESH GANESH SHETTY		
Location	MHANE	Flat/Block No.	FLAT NO 705 NAMO MAXIMA		
Year	2023-2024 One Time	Premises/Building	KON		
Account Head Details	Amount In Rs.	Road/Street	BHIWANDI		
0040401 Stamp Duty	70000 00	Area/Locality	PIN 4 2 1 3 1 1		
		Town/City/District	Remarks (If Any)		
		PIN	SecondPartyName=JAIN REALTY~CA=1~Marketval=1		
		Amount In	Seventy Thousand Rupees Only		
		Words	70 000 00		



Payment Details	IDBI BANK	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref No	69103332024020111456	2851295592
Cheque DD No		Bank Date	RBI Date	31/01/2024-21 30 44	Not Verified with RBI
Account of Bank		Bank-Branch	IDBI BANK		
Account of Branch		Scroll No	Date	Not Verified with Scroll	

Mobile No 7498194966
This challan is valid for document to be registered in Sub Registrar office only Not valid for unregistered document

Sr No	Remarks	Defacement No	Defacement Date	Userid	Defacement Amount
1	SI 532 1021	0007853094/02 324	01/02/2024 17 03 15	IGR544	70000 00
Total Defacement Amount					70,000 00

Department of Stamp & Registration, Maharashtra

Receipt of Document Handling Charges

PRN 0224013100220

Date 01/02/2024

Received from deepesh ganesh shetty, Mobile number 7498194966, an amount of Rs.1100/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office S R. Bhivandi 1 of the District Thane Grm.

Payment Details

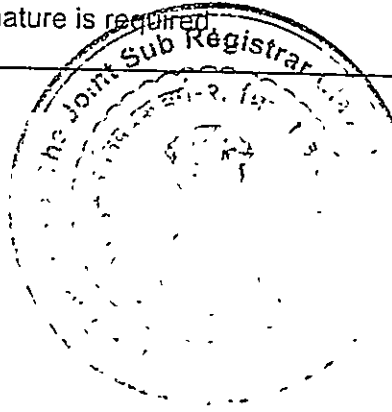
Bank Name SBIN

Date 01/02/2024

Bank CIN 10004152024020100203

REF No. 403286940606

This is computer generated receipt, hence no signature is required



7023
81 44

9029
12/1/24

AGREEMENT FOR SALE

This Agreement made at Bhiwandi, Dist Thane on this 7th day
of FEBRUARY in the year Two Thousand Twenty Four (2024)

BETWEEN

M/S. JAIN REALTY

THROUGH HIS PROPRIETOR

MR. VIREN KISHOR JAIN, PAN No. AYBPJ9875F, Age 28 years,
Office at Shop no 2, Hari Om Apartment, Opposite Shiv Timber
Mart Water Supply Road, Kongaon, Taluka. Bhiwandi, Dist Thane
421311 hereinafter referred to as "the Promoters / Land Owners"
having their of the **One Part** Which expressions unless repugnant
to the context or meaning thereof deemed to include his/her/their
respective heirs, executors, administrators, assigns, successors,
etc)

AND

MR. DEEPESH GANESH SHETTY, (PAN No. HIJPS2728R)
Age-27 years, Occupation -Service
Indian Inhabitant, residing at 4-75, Thotada Mane,
Madhumbu, Innanje, Dist- Udupi, Karnataka - 576122,
hereinafter referred to as **the Allottee** of the **Other Part** (Which
expressions unless repugnant to the context or meaning thereof
deemed to include his/her/their respective heirs, executors, admini-
strators, assigns, successors, etc)

WHEREAS Originally Hari Sadu Patil was seized and possessed of
or otherwise well and sufficiently entitled to all those pieces and par-
ces of agricultural land bearing Survey number 188, Hissa No. 1 of
Village - Kon, Talathi Saja Kon, Taluka Bhiwandi Dist Thane ad-
measuring 1290 square meters i.e. 0.1290 Hectare or thereabouts
within the Registration District and Sub division Bhiwandi and
within the limits of Grampanchayat Kon, Bhiwandi and more par-
ticularly described in schedule hereunder written and known on the
plan annexed hereto

WHEREAS Said Hari Sadu Patil expired and he had left his Legal
Heirs, and their name has been mutated in 7/12 extract no. 188/1
under No. 3935, dt. 24/01/2000

Jain

Shetty

7027
11/11/23

WHEREAS All Legal Heirs of the said Patil had sold the aforesaid property to Smt. Jaysree Kishor Jain as per Register Sale Deed No. 7902/2007 on Dated 24/10/2007 in the Office of the Sub Registrar Bhiwandi

AND WHEREAS thereafter Smt. Jaysree Kishor Jain Sold the aforesaid property to M/s. Jain Realty through Proprietor Mr. V. K. Kishor Jain as per Register Sale Deed No. 2032/2023 on Dated 11/11/2023 in the Office of the Sub Registrar Bhiwandi

WHEREAS in the premises aforesaid, the Promoters / Land Owners are duly and absolutely entitled to the property as an absolute owner and therefore and the said owners are since then in exclusive, peaceful and physical enjoyment of the said property. Thus by virtue of the above mentioned Sale Deeds, the Promoter M/s. Jain Realty becomes the lawful owner of the Said Land as per the record of rights

WHEREAS Promoters submitted the building plans for approval to the Mumbai Metropolitan Region Development Authority for sanction and the said plans were sanctioned by the said Mumbai Metropolitan Region Development Authority on 11 September 2023 under the reference no. **SROT/BSNA/2501/BP/Kon-114/CC/1241/2023**, thereby permitting to construct the ground - 7 Upper floor building on the said Land

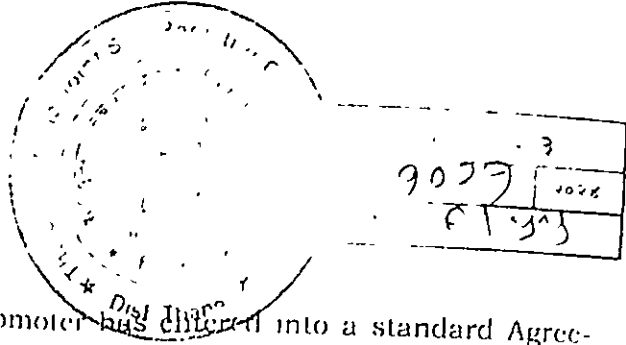
AND WHEREAS the Promoter in pursuance to the sanctioned plans is entitled to commence, carry out the construction work of the above referred said land

WHEREAS the Tahsildar Bhiwandi by order dated 30 June 2023 granted permission under the provisions of Maharashtra Land Revenue Code for user of the said property for non-agricultural purposes on the terms and conditions mentioned therein

AND WHEREAS the Allottee is offered Habitable Apartment being Flat No. 705 on the 7th floor, measuring is 35.55 Sq. Mtrs + Foyer 3.12 + O.P. 6.23 Sq. Mtrs herein after referred to as the said "Apartment") of the Building called "**Namo Maxima**" (herein after referred to as the said "Building") being constructed on the Survey No 188/1, adm 1290 Sq mtrs, Revenue Village Kon, Taluka Bhiwandi, District Thane, within the limits of Grampanchayat Kon and Sub-Division and Sub-Registration Office Bhiwandi and Division and District Thane of the said project, by the Promoter which is more particularly described in the First Schedule annexed herewith







AND WHEREAS the Promoter has entered into a standard Agreement with an Architect HK Design Consultants registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects,

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority Bearing No- P51700053313 authenticated copy is attached in Annexure 'F';

AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the Owners of the said Land, the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the said land and to enter into Agreement/s with the allottee/s of the Apartments to receive the sale consideration in respect thereof.

AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects **HK Design Consultants** 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;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments 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 Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure C-2**

705 2
90/49

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as sanctioned and approved by the local authority have been annexed and marked as **Annexure D**

AND WHEREAS the Promoter has 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 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 Promoter 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 of the said building/s shall be granted by the concerned local authority

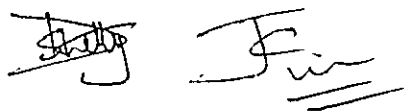
AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

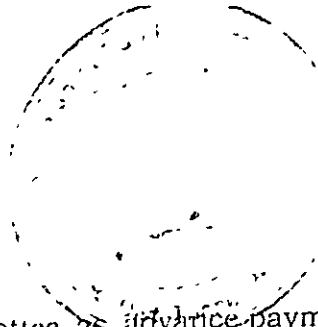
AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment No. 705 on 7th floor, situated in the building being constructed in the said Project.

AND WHEREAS the carpet area of the said Flat is 35.55 Sq.Mtrs + Foyer 3.12 + O.P. 6.23 Sq. Mtrs and "Carpet Area" and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

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 presents the Allottee has paid to the Promoter a sum of Rs.3,51,401/- (Rupees Three Lakh Fifty One Thousand Four Hundred One Only), being part payment of the sale consideration of the Apartment agreed to be sold





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by the Promoter to the Allottee as ~~advance~~ payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Maharashtra Real Estate Regulatory Authority-No. **P51700053313**

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment 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 Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment-

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

1. The Promoter shall construct the said building/s presently as per the sanctioned plans and permissions on the said property described in the Schedule hereunder written in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the premises of the Purchaser except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the allottee one self contained Habitable Flat No. 705 on the 7th floor, in the building named " **Namo Maxima**" (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of **Rs.35,14,019/- (Rupees Thirty Five Lakh Fourteen Thousand Nineteen Only)** being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

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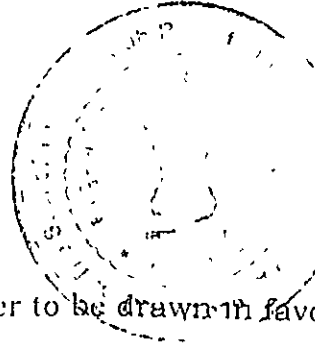
(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing No- _____ situated at Ground Floor being constructed in the layout for the consideration of Rs. _____/-

1(b) The total aggregate consideration amount for the apartment including covered parking spaces is thus Rs. _____/-

1(c) 1(c) The Allottee has paid on or before execution of this agreement a sum of **Rs.3,51,401/- (Rupees Three Lakh Fifty One Thousand Four Hundred One Only)** (not exceeding 10% of the total consideration) as advance payment or application fee, and hereby agrees to pay to that Promoter the balance amount of **Rs.31,62,618/- (Rupees Thirty One Lakh Sixty Two Thousand Six Hundred Eighteen Only)** in the following manner.

PARTICULARS	PERCENTAGE	AMOUNT
On Booking And Execution of Agreement	10%	
On Completion of Plinth	30%	
On Completion of Slabs (5% each slab X 7 slabs)	35%	
On Completion of Walls, Internal plaster, flooring doors and windows	5%	
On Completion of Sanitary fittings, staircase, lift wells, lobbies	5%	
On Completion of plumbing and external plaster, elevation, terraces with water proofing	5%	
On completion of lift, waterpumps, electrical fittings, electro, mechanical and environmental requirements	5%	
On Possession or after receipt of Occupancy certificate or Completion certificate	5%	
TOTAL	100%	

[Handwritten signatures]



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The Cheque /DD/Pay Order to be drawn in favour to.

M/s - **NAMO MAXIMA COLLECTION ACCOUNT**
A/c No. - **187905003159**
BANK - **ICICI BANK**
IFSC CODE - **ICIC0001879**

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax, and Cesses or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.

1(e) 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 Promoter 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 Promoter 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.

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ ~~2%~~ ^{2.5%} per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1(g) The Promoter shall confirm the final carpet area that has 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 total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter 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

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the carpet area allotted to Allottee, the Promoter shall deduct 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 1(a) of the Agreement.



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

Note: Each of the instalments mentioned in the sub clause (i) and (ii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above ("Payment Plan").

3 The Promoter hereby declares that the Floor Space Index available as on date in respect of the said land is 2902.07 square meters only and Promoter has planned to utilize Floor Space Index of 2880.07 Sq. Mtrs by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter

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has disclosed the Floor Space Index of 2880.07 Sq. Mtrs as proposed to be utilized by him on the project land.


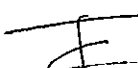
4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee,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

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

Provided that, Promoter 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 Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

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

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6. The Promoter shall give possession of the Apartment to the Allottee on or before _____ day of _____ 202____. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received from him in respect of the Apartment with interest at the same rate as may be mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.



Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date if the completion of building in which the Apartment is to be situated is delayed on account of -

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

7.1 **Procedure for taking possession** - The Promoter, 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 Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three months) from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy

7.3 **Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the

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Allottee fails to take possession within the time provided in clause 7
1 such Allottee shall continue to be liable to pay maintenance
charges as applicable

7.4 If within a period of five years from the date of handing over
the Apartment to the Allottee, the Allottee brings to the notice of the
Promoter any structural defect in the Apartment or the building
in which the Apartment are situated or any defects on account
of workmanship, quality or provision of service, then, wherever possible
such defects shall be rectified by the Promoter at his own cost
and in case it is not possible to rectify such defects, then the Allottee
shall be entitled to receive from the Promoter, compensation for
such defect in the manner as provided under the Act.

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8 The Allottee shall use the Apartment or any part thereof or
permit the same to be used only for purpose of *residence/~~office/show-room/shop/godown~~ for carrying on any official work of
industry or business (*strike of which is not applicable) He shall
use the garage or parking space only for purpose of keeping or parking
vehicle.

9 The Allottee along with other allottee(s) of Apartments in the
building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the
Promoter may decide and for this purpose also from time to time
sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation 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

9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building in which the said Apartment is situated

9.2 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to

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be transferred to the Federation/Apex body all the right, title and the interest of the Owners in the project land on which the buildings with multiple wings or buildings are constructed

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment 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 Apartment) of outgoings in respect of the projectland 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 is transferred to it, the Allottee shall pay to the Promoter such 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 Promoter provisional monthly contribution of Rs ---/- per Sq. Ft. per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Purchaser shall pay to the Promoters Rs 2,00,000/- on demand towards legal charges, entrance fees and share capital, society formation charges, Water connection charges, grill charges, MSEB meter and deposit charges, solar charges, balcony enclosing charges and other incidental expenses thereto.

The Purchaser shall pay to the Promoter on demand requisite amount and charges on account of stamp duty and registration charges, goods and services tax and any other taxes and levies as may be imposed by the concerned government and semi-government authorities.

The Purchaser shall pay to the Promoter on demand the provisional outgoings for municipal taxes, water bill, bore-well common electric expenses if any (24 months contribution in advance is to be paid at the time of possession) as well as requisite lift charges and proportionate expenses thereto.

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

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

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

- i) The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii) There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building 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.

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project land and said building shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building and common areas.

vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

ix) At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful physical possession of the common areas of the Structure to the Association of the Allottees;

x) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report

14 The Allottee/s for himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

i) To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the

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Apartment is situated and the Apartment, itself or any part thereof without the consent of the local authorities, if required.

ii) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment 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 Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee 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.


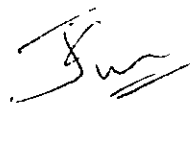
iv) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Parda or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company

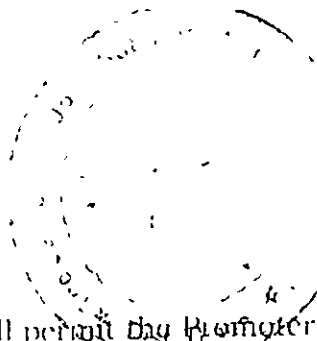
v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance

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- vii) Not to throw dirt, rubble, debris, garbage or other refuse or permit the same to be thrown from the said Apartment on the compound or any portion of the project land and the building in which the Apartment is situated
- viii) Pay to the Promoter within fifteen days of demand by the Promoter his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated
- ix) 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 Apartment by the Allottee for any purposes other than for purpose for which it is sold
- x) 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 Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and necessary intimation is provided to the Promoter and no objection therefor is sought by the purchaser from the Promoter for such transfer and assignment
- xi) The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its 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 Apartments 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 stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement
- xii) Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof
- xiii) Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or



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Federation, the Allottee shall permit the Promoter 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

15 The Promoter shall maintain a separate account in respect of sums received by the Promoter 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 they have been received.

16 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

18 BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) 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 Promoter, then the Promoter 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

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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.

19 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 understanding, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/building, as the case may be.

20 RIGHT TO AMEND

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

21 PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE /SUBSEQUENT ALLOTTEES

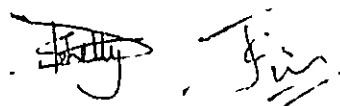
It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as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

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder 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.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.





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24. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION

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

26. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter or its representative will attend such office and admit execution thereof.

27. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Allottees : MR. DEEPESH GANESH SHETTY

4-75, Thotada Mane, Madhumbu, Innanje, Dist- Udupi, Karnataka - 576122

**Promoter: M/S. JAIN REALTY THROUGH HIS PROPRIETOR
MR. VIREN KISHOR JAIN**

Office at: Shop no.2, Hari Om Apartment, Opposite Shiv Timber Mart, Water Supply Road, Kongaon, Taluka. Bhiwandi, Dist. Thane Notified

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address

2017
26/1/14

shall be deemed to have been received by the promoter or Allottee, as the case may be

28. JOINT ALLOTTEES

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

29. STAMP DUTY AND REGISTRATION AND STATUTORY TAXES AND LEVIES:- The charges towards stamp duty and Registration of this Agreement as well as statutory government, Semi-Government taxes and levies and all other direct and indirect taxes shall be borne by the Purchaser alone. The Purchaser shall be entitled to the benefits offered to him under the provisions of Maharashtra Stamp Act in case of any transfer of the said premises by him to any intending purchaser subject to the provisions of the said Act

30. DISPUTE RESOLUTION:- Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the _____ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. GOVERNING LAW

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

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

FIRST SCHEDULE ABOVE REFERRED TO

All that piece and parcel of Non Agricultural land bearing Survey No. 188/1, admeasuring 1290 Sq.mtr Revenue Village Kon, Taluka Bhiwandi, District- Thane, within the limits of Grampanchayat Kon and Sub-Division and Sub-Registration Office, Bhiwandi Division and District Thane.

and bounded as follows :

2023
2023/11/11

On or towards East 12 Meter Road
On or towards West Survey No. 278/21
On or towards North Survey No. 278/23
On or towards South Survey No. 188/2

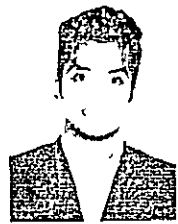
Second Schedule Above Referred to

Here set out the nature, extent and description of common areas and facilities

SECOND SCHEDULES ABOVE REFERRED TO

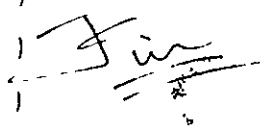
Here set out the nature, extent and description of common areas and facilities

SIGNED SEALED AND DELIVERED)
by the Withinnamed ALLOTTEE:)
MR. DEEPESH GANESH SHETTY)

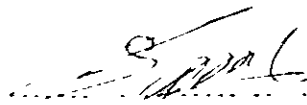


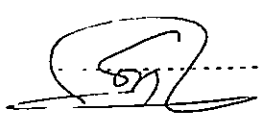
At BHIWANDI, DIST- THANE on 01/01/2023 in the presence of

SIGNED SEALED AND DELIVERED)
by the Withinnamed PROMOTOER:)
M/S. JAIN REALTY)
THROUGH PROPRIETOR)
MR. VIREN KISHOR JAIN)



In the presence of :

1 

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SCHEDULE -A

ALL That parts and parcels of one self contained Habitable Flat No 705 on the 7th floor, admeasuring is 35.55 Sq.Mtrs + Foyer 3.1; + O P. 6.23 Sq. Mtrs on the 7th floor, in the Building known as "Namo Maxima" constructed on N A. land lying & situated at Lat. bearing Survey No 188/1, adm 1290 Sq. mtrs , Revenue Village Kon, Taluka Bhiwandi, District- Thane, within the limits of Gram panchayat Kon and Sub-Division and Sub-Registration Office, Bhiwandi and Division and District Thane.

ANNEXURE - 'B'

FLOOR PLAN OF THE APARTMENT

ANNEXURE - A

Advocate Legal Title Report is attached

ANNEXURE -B

Copies of 7/12 extract of said Land is attached

ANNEXURE -C-1

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE - C-2

(Authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE -D

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority)

ANNEXURE - E

(Specification and amenities for the Apartment)

2*2 Vitrified Tiles in Floorings

Marble Top Kitchen Platform

Marble Window Sill

Full Tiles in W.C and Bath

3 ft. Kitchen Dado

Concealed Plumbing

Concealed Wiring

Powder Coated Aluminum Sliding Window

2327
20 11 11

Flush Doors with Oil Paints
Colour Wash in Each Apartment
Lift with Battery Back up
Outside Cement paint

ANNEXURE -F

(Authenticated copy of the Registration Certificate of the Project
granted by the Real Estate Regulatory Authority)

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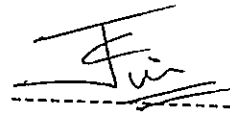
RECEIPT

Received of and from the Allottee above named the sum of Rupees Rs.3,51,401/- (Rupees Three Lakh Fifty One Thousand Four Hundred One Only) on execution of this agreement towards Part Payment of consideration towards the above Agreement.

DETAILS OF PAYMENT ARE AS UNDER:

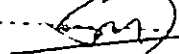
Date	Amount	Mode of Payment Cheque/ RTGS/ NEFT/ UPI	Bank Name
05/01/2024	3,03,901/-	829171	AXIS Bank
20/01/2024	47,500/-	402069588292	AXIS Bank
	3,51,401/-		

I say received,



M/S. JAIN REALTY
THROUGH HIS PROPRIETOR
MR. VIREN KISHOR JAIN

WITNESSES:

1. 

2. _____

C
F

Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT

FORM 'C'

[See rule 6(3)]

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This registration is granted under section 5 of the Act to the following project under project registration number P51700053313

Project Name: *Namo Maxima*, Plot Bearing / CTS / Survey / Final Plot No 188/1 at *kon (CT), Bhiwandi, Thane, 421311*.

1. Mr /Ms Viren Kishor Jain son/daughter of Mr./Ms KISHOR SHANKARLAL JAIN Tehsil. *Bhiwandi, District Thane, Pin 421311*, situated in State of Maharashtra.

2. This registration is granted subject to the following conditions, namely -

The promoter shall enter into an agreement for sale with the allottees.

The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;

The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (1) of sub-section (2) of section 4 read with Rule 5.

OR

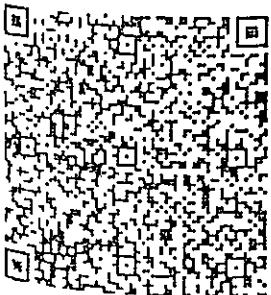
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose,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

3. The Registration shall be valid for a period commencing from 27/10/2023 and ending with 31/12/2026 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.

4. The promoter shall comply with the provisions of the Act and the rules and regulations made there under,

5. That the promoter shall take all the pending approvals from the competent authorities

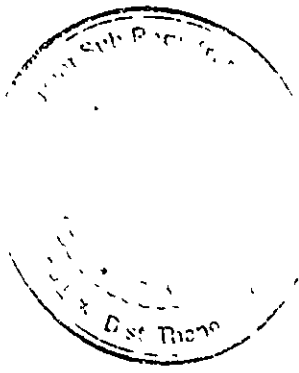
6. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under



Signature valid
Digitally Signed by
Dr. Vasant Premanand Prabhu
(Secretary, MahaRERA)
Date 27-10-2023 12:44.46

Dated 27/10/2023
Mumbai

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



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राज
Bank
Page

SP/188 H no 1 of Village Kon, Tal -Bhiwandi, Dist- Thane with gross and net plot area of 1290.00

MMRDA

Date 11 SEP 2023

COMMENCEMENT CERTIFICATE

To
Mr. Viren Kishor Jain (Proprietor),
M/s. Jain Realty
Plot No. 496/3 Gala 04 Gr Floor
Shankara Complex,
Village Kon, Bhiwandi-421302

3029
33/10/23

With reference to your application for the grant of sanction of Commencement Certificate under Section 45 of Maharashtra Regional and Town Planning Act 1966 to carry out proposed development of Residential and Commercial Building (Part Stilt Ground+ Part 07 upper floors) on land bearing S No 188 H no 1 of Village Kon, Tal -Bhiwandi, Dist- Thane with gross and net plot area of 1290.00 Sq.m. with permissible built up area of 2902.07 sq.m (i.e. Base FSI - 1.10 + Additional FSI 0.3 + Ancillary Residential and Commercial FSI and proposed built up area of 2880.07 sq.m (i.e. Base FSI - 1.10 + Additional FSI (0.287) + Ancillary area FSI (60% of Residential area of 1655.65 sq m and 80% of Commercial area of 128.35 sq m)) as depicted on Drawing Sheet 1/5 to 5/5 (Total No. of sheets 05) the Permission is granted under section 45 of the said Act, subject to the following conditions

Viz:-

1. This permission / Commencement Certificate shall not entitle the applicant to build on the land which is not in his ownership in any way
2. This certificate is liable to be revoked by the Metropolitan Commissioner, MMRDA if-
 - I. The development works in respect of which permission is granted under this certificate is not carried out or the user thereof is not in accordance with the sanctioned plans
 - II. Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Metropolitan Commissioner is contravened or is not complied with
 - III. The Metropolitan Commissioner, MMRDA is satisfied that the same is obtained through fraud or misinterpretation and in such an event, the applicant and every person deriving title through or under him shall be deemed to have carried out the developmental work in contravention of section 43 and 45 of the Maharashtra Regional & Town Planning Act, 1966

This permission commencement certificate shall remain valid for four years in the aggregate but shall have to be renewed every year from the date of its issuance. The application for renewal of Commencement Certificate shall be made before expiry of one year if the work is not already commenced. Provided that, no such renewal shall be necessary if the work is commenced within the period of valid permission and such permission shall remain valid if the work is completed. Such renewal can be done for three consecutive terms of one year after which proposals shall have to be submitted to obtain fresh development permission under section 44 of the said Act. Such proposals shall be scrutinized as per rules and regulations and proposed DP applicable at that time and shall be binding on the applicant.

The Conditions of this certificate shall be binding not only on applicant but his/her heirs, executors, administrators and assignees & every person deriving title through or under him.

- 5 The provisions of the ~~provisions~~ provisions of the UDCPR and other acts are deemed to be applicable.
- 6 The proposal shall be certified to be carried out in accordance with the sanctioned structural design and certificate of ~~sanctioned~~ sanctioned by MMRDA in the form of Occupancy Certificate.
- 7 Any development carried out in contravention of the provisions of the Commencement Certificate shall be treated as unauthorized and may be proceeded against under sections 53 or 54 of the MR & I P Act 1960. The applicant and/or his agents in such cases may be proceeded against under section 52 of the said Act. To carry out an unauthorized development treated as a cognizable offence and is punishable with imprisonment apart from fine.
- 8 The applicant shall obtain permissions under the provisions of other applicable statutes where necessary, prior to Commencement of the construction.
- 9 The applicant shall submit notice for 'start of work' before commencement of construction on site.
- 10 The applicant shall give intimation in the prescribed form in Appendix- F of sanctioned UDCPR certified by Architect / Licensed Engineer / Supervisor to the Authority after the completion of work up to plinth level. Further, as per Regulation No. 2 & 4 of sanctioned UDCPR after such intimation the officers of the Authority may inspect the completed plinth.
- 11 The applicant shall provide, at his own cost, the infrastructural facilities within the plot as stipulated by the Planning Authority (Internal access, arrangements of drinking water, arrangements for conveyance, disposal of sullage and sewage, arrangements of collection and disposal of solid waste, Rain Water Harvesting, reuse and recycling of waste water) before applying for Occupancy Certificate. Occupancy Certificate shall not be granted unless all these arrangements are found to MMRDA's satisfaction.
- 12 The structural design, building materials, installations, electrical installations, etc shall be in accordance with the provision as prescribed in the National Building Code/ and as per UDCPR 2020.
- 13 The land vacated in consequence of the enforcement of the set-back rule shall form part of public street in future.
- 14 The applicant shall permit the use of the internal access roads to provide access to adjoining land.
- 15 The responsibility of authenticity of the documents vests with the applicant and his appointed licensed Architect/Engineer.
- 16 The applicant shall not take up any development activity on the aforesaid property till the court matter pending if any, in any court of law, relating to this property is well settled.
- 17 Prior permission is necessary for any deviation/ change in approved plan.
- 18 The owner and the architect are fully responsible for any ownership, boundary and area disputes. In case of any dispute, MMRDA will not be responsible.
- 19 The Applicant should ensure adequate drainage of site as per regulation no. 9.1 of UDCPR. Further he/she shall make necessary arrangements as per site topography. In case of flood or heavy rain and in case of loss of property or loss of life in the area for which regularization permission has been given, the concerned applicant shall be fully responsible. MMRDA shall stand indemnified.
- 20 If any discrepancy found in paid charges, the applicant shall be liable to pay the same.
- 21 All safety measures and precautions shall be taken on site during construction with necessary.

②

Applicant shall be responsible for

Applicant shall provide all necessary facilities for the physically challenged as required

The applicant shall strictly follow the prevailing rules, orders/ Notification issued by Labour Department, CoM from time to time, for labours working on site

To follow the duties and responsibilities as per provisions in Appendix C of UDCPR is mandatory to Engineer, structural engineer, supervisor, town planner, Surveying, Site Eng, Civil, Geotechnical Engineer, owner, developer

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 has been granted by MMRDA

This approval has been issued by considering the present available access to the plot as depicted on plans submitted to MMRDA by Applicant/Architect for approval. The responsibility of peaceful, uninterrupted, continuous access and any further dispute with regards to the access road to the plot under reference vests with the Applicant and his Licensed Architect

The responsibility of structural and other stability and safety of proposed buildings shall lie with Owner and concerned expert, consultant, executant appointed by Owner

The applicant shall abide by and be solely responsible for all the conditions of all the NOCs/ clearances obtained required to be obtained from the competent Authorities for the proposed development on the land under reference

As soon as the development permission for the new construction is obtained, the owner/developer shall install a 'Display Board' on a conspicuous place on site indicating following details

- a Name and address of the owner/developer, all concerned licensed persons
- b Survey No. City Survey No. of the land under reference
- c Order No. and date of grant of development / building permission/ redevelopment permission issued by Authority
- d Built up area permitted
- e RERA Registration no. if applicable

However, Such Display Board shall not be required for individual plot holder's individual building

All applicable conditions of the Revenue & Forest Department's Maharashtra Ordinance No. II of 2017 published in the Maharashtra State Gazette on 05/01/2017 shall be binding on the applicant

The applicant shall install the Rain Water Harvesting Structures as per Regulation no. 133 of the mentioned UDCPR which shall be made operational on site and remarks regarding the completion and operation of the Rain Water Harvesting System shall be obtained from consultant and submitted before application for Occupancy Certificate.

The present approval is being granted considering the plot boundary as shown on the measurement plan certified by Dy. SLR, Bhiwandi for the land under reference having MRN 14323/2022 dated 09/06/2022 submitted by applicant. However, this should not be construed as certification of boundary of the land under reference by MMRDA. Applicant shall be solely responsible for any future disputes arise with regards to the boundary of the land under reference and MMRDA shall not be held liable in this regard. Further, applicant shall submit final measuring plan certified by Dy. SLR, Bhiwandi showing plot boundary after 6 months from the date of submitting intimation of

(Signature)

- completion of plumb line
- 33 Applicant is required to submit structural design remarks and plan showing the structure before applying for Occupancy Certificate
 - 34 All conditions of the provisional NOC issued by Director, Maharashtra Fire Services, 24/06/2023 shall be binding on applicant. Further, applicant shall obtain Final Fire NOC in accordance with amendments made to the proposal if any and submit the same at the time of applying for Occupancy Certificate
 - 35 It shall be the responsibility and liability of applicant/owner/society to ensure adequate continuous supply of water to entire project as per the notarized undertaking dated 16/11/2022
 - 36 The notarized undertaking for Architectural projections dt 24/06/2023 regarding the project development shall be binding on the applicant/owner/society.
 - 37 Applicant is required to pay Labor Welfare Cess of amount ₹ 7,08,388.00/- (Rupees Seven Eight Thousand Three Hundred and Eighty Eight Only) It is binding on the applicant to pay Labor Cess in stages or in whole as per the Labor Cess Act. Applicant is required to make the payment of Labor Cess to 'Maharashtra Building and Other Labor Welfare Association, Mumbai' in account No. 3611178591, IFSC Code No.: CBIN0282611 of Central Bank of India, BKC Branch and submit a copy of receipt to MMRDA before applying for Occupancy Certificate. If any discrepancy is found in payment of Labor Cess charges, the applicant shall be liable to pay the same.



(Signature)
11/9/23

(Trupti Rane)
Planner, MMRDA

Encl: Drawing Sheets of 1/5 to 5/5 (Total No. 05 sheets)

Copy Forwarded to:

1. **Shri. Ansari Waheed Ahmed**
Office no 106, 1st Floor, ,Sanghvi Parssva Classic, Temghar,
Near Sai Baba Temple, Bhiwandi-Kaiyan Road, Bhiwandi (Dist Thane)- 421302
2. **Collector,**
Collector Office, Thane..... (as required w/s 45 of MR & TP Act, 1966).

अदालत दिनांक

महाराष्ट्र शासन

गाव नमुना सात (अधिकार अभिलेख पत्रक)

महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवहया (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यातील नियम ३.५.६ आणि

२०१९

कोन (५५२६८७)

तालुका - भिवंडी

जिल्हा - ठाणे

IN 16897878152

भूमापन क्रमांक व उपविभाग 188/1

शेताचे स्थानिक नाव

पट्टी भोगवटादार वर्ग - 1

एकक व आकारणी	खाते क्र	भोगवटादाराचे नाव	क्षेत्र	आकार	पो ख.	फे.फा	कुळ, खड व इतर अधिकार
हे.आर.चौ.मी	10692	(जयश्री.किशोर.जैन)	0.12.90	1.75		(5894)	कुळाचे नाव व खड
हे.आर.चौ.मी		मे.जैन रिवाळटी				(5894)	इतर अधिकार तुकडा
हे.आर.चौ.मी							इतर अकृषिक प्रयोजनाकरिता (5309)
हे.आर.चौ.मी							प्रस्तावित फेरफार नाही
हे.आर.चौ.मी							शवटचा फेरफार क्रमांक 5894 व दिनांक 31/01/2019

२६४ ॥ १२३० ॥ १७८५ ॥ ३०३५ ॥ ३३२८ ॥ ५२२८)

सीमा आणि भूमापन चिन्ह

गाव नमुना बारा (पिकांची नोंदवही)

महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवहया (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यातील नियम २९

गाव - कोन (५५२६८७)

तालुका - भिवंडी

जिल्हा - ठाणे

भूमापन क्रमांक व उपविभाग 188/1

पिकाखालील क्षेत्राचा तपशील

लागवडीसाठी उपलब्ध नसलेली जमीन

हंगाम	खाता क्रमांक	पिकाचा प्रकार	पिकाचे नाव	जल सिंचित	अजल सिंचित	जल सिंचनाचे साधन	स्वरूप	क्षेत्र
२)	३)	४)	५)	६)	७)	८)	९)	१०)
				हे.आर. चौ.मी	हे.आर. चौ.मी			हे.आर. चौ.मी
२०२३	खरीप	७७३	निर्मळ	भात		०.१२९०		

मदरची नोट मोबाइल ॲप द्वारे घेणेत आलेली आहे

"या प्रमाणित प्रतीसाठी फी म्हणून १५/- रुपये मिळाले."
दिनांक - 02/02/2023
सांकेतिक क्रमांक - 272100104212900000220231223

(नाव :- भार्गव रायसिंग)
तलाठी साक्षात - कोन (भिवंडी जिल्हा)
(श्री. बी. मंग. पाटील)
तलाठी साक्षात कोन
ता. भिवंडी, जि. ठाणे

गाव नमुना ६
 फेरफार नोटवही (फेरफार पत्रक)
 महाराष्ट्र जमीन महसुल अधिकार अभिलेख आणि नोटवह्या (तया करणे व सुस्थितीत ठेवणे) नियम, १९७१ यार्तील नियम १,
 जिल्हा :- ठाणे

गाव :- कोन

तालुका :- भिवंडी

नोदीचा क्रमांक	संपादन केलेल्या अधिकाराचे स्वरूप	परिणाम झालेले भुमापन व उपविभाग क्रमांक	अधिकार्याचे नाव, आदर्याकारी
1894	<p>नोदीचा प्रकार - खरेदी माहिती मिळालेचा दिनांक - 12/01/2023 फेरफाराचा दिनांक - 13/01/2023 नोदीचा प्रकार - खरेदी माहिती मिळालेचा दिनांक - 12/01/2023 फेरफाराचा दिनांक - 13/01/2023</p> <p>चेणार :- श्री किशोर जैन तर्फे दस्तऐवज प्रवेशासाठी क. म. किशोर शंकरलाल (खाता क्रमांक 773) याचे गट/सर्व्हे क्रमांक 188/1, लागवडीयोग्य क्षेत्र 0 1290 हे आर चौ मी पकी लागवडीयोग्य क्षेत्र 0 1290 हे आर चौ मी पोटखराब क्षेत्र 0 0000 हे आर चौ मी हे त्यानी</p> <p>चेणार :- जैन रियाल्टी याचे तर्फे प्रा वीरेन किशोर जैन, (खाता क्रमांक -10692) गट/सर्व्हे क्रमांक 188/1 लागवडीयोग्य क्षेत्र 0 1290 हे आर चौ मी आणि पोटखराब क्षेत्र 0 0000 हे आर चौ मी</p> <p>दुय्यम निवधक सह दु जि भिवंडी जिल्हा ठाणे याचकरीत खरेदी क्रमांक 255/2023 दिनांक 11/01/2023 प्रमाणे रक्कम रुपये 410000 घेऊन खरेदीदला सबब खरेदी प्रमाणे याच नोदीस नमुना 2 वर दाखल केले</p> <p>नोदीस वजावल्याचा दि 13/01/2023 नाट निर्गतीचा दि 31/01/2023</p> <p>आस्कर (द) हव पार्टील, तलाठी कोन साझा कान ता भिवंडी जि ठाणे</p>	<p>188/1 मजूर)</p> <p>एकूण :- 1</p>	<p>खरेदी क्र 255 व सुधी क्र 2 11/1/2023 ची नक्कल पाहीकी दिनां होती आहे नोट प्रमाणित</p> <p>(अतुल दामोदर नाईक) मडळ अधिकारी - अपर भिवंडी ता भिवंडी जि ठाणे दि 31/01/2023</p>

"या प्रमाणित प्रतीसाठी फी म्हणून १५/- रुपये मिळाले"
 दिनांक :- 02/02/2023
 सांकेतिक क्रमांक :- 272100104212900000220233219

(नाव :- भास्कर सावर्कर)
 तलाठी साझा :- कोन ता :- भिवंडी जि :- ठाणे
 (श्री बी आर पार्टील)
 तलाठी साझा दफते
 ता भिवंडी, जि ठाणे



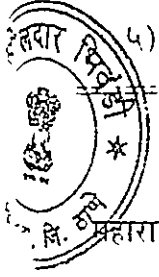
महाराष्ट्र शासन



महाराष्ट्र जमीन महसूल विभाग, भिवंडी यांचे कार्यालय
 मुख्य कार्यालय, जुहू जकात जकात, भिवंडी, तालुका भिवंडी, जिल्हा ठाणे ४२१३२३
 दुसरे कार्यालय, ता. भिवंडी, जिल्हा ठाणे ४२१३२३
 तहसिलदार महाराष्ट्र जमीन महसूल विभाग, भिवंडी, तालुका भिवंडी, जिल्हा ठाणे ४२१३२३
 e-mail: tahsilwandi@ymail.com
 दिनांक १६/१०/२०२३

वाचले -

- अर्जदार मे.जैन रियाल्टी तर्फे प्रो.प्रा. विरेन किशोर जेन रा. कल्याण ता.कल्याण जि. ठाणे याचा दि.१८/९/२०२३ रोजीचा अर्ज व अर्जदार यांनी दाखल केलेले दि.१८/९/२०२३ रोजीचा बंधपत्र/सत्यप्रातिज्ञापत्र.
- महसूल व वन विभाग याचेकडील शासन परिपत्रक क्रमांक एनएपी-२०२१/प्र.क्र.११८/ज-१ अ. दिनांक १३ एप्रिल, २०२२
- भिवंडी परिसर अधिसूचित क्षेत्रासाठी सुधारीत प्रारूप विकास योजना २००८-२०२८ नदीकिनारी नगरीय, टीपीएम-१२१२/१६९९/सी आर न १२७/२०१३/युडी-१२, दि. ११.०३.२०१५ रोजीचा डी.पी.रिमार्क नकाशाची प्रत.
- रुपातरीत व अकृषिक कर रक्कम दि.२६/०३/२०१८ रोजी शासन जमा केलेबाबत सादर केलेल्या चलनाच्या छायांकित प्रती.
- कार्यालयीन मंजूर टिप्पणी दिनांक :०६/१०/२०२३



परिशिष्ट "अ"

महाराष्ट्र जमीन महसूल संहिता १९६६ चे कलम ४२ब/ ४२क/ ४२ड मधील तरतुदीन्वये भोगवटादास द्यावयाची सनद (अकृषिक वापराची परवानगी)

ज्याअर्थी, मे.जैन रियाल्टी तर्फे प्रो.प्रा. विरेन किशोर जेन रा. कल्याण ता.कल्याण जि. ठाणे यांनी महाराष्ट्र जमीन महसूल संहिता १९६६ च्या कलम ४२ब/ ४२क/ ४२ड च्या तरतुदीन्वये खालील नमुद नमून मिळकतीचा सनद मिळणंकरां मागणी केली आहे
 जमिनीचा तपशील
 मौजे कोन ता. भिवंडी

सन /दि.नं	एकूण क्षेत्र (चौ.मी.)	पैकी क्षेत्र (चौ.मी.)	भूधारणा पध्दती	भोगवटादाराचे नाव
१८८/१	१२९०	१२९०	वर्ग.१	मे जैन रियाल्टी
	एकूण क्षेत्र	१२९०.०० चौ.मी.		

उक्त जमीन मिळकतीची "महत्वांस" या अकृषिक प्रयोजनाय वापरापोटी रपानरान कर रक्कम रु २५८०/- चलन क्र GRN MHG 12437264 201718M व अकृषिक कर रक्कम

१५३७
२०१५५

र ४९.४४४/ चलन क्र. GRN MH0 13437504 201718M दि. २६/०३/२०१८ अन्वय जागण ६
देव आहे

त्याअर्थी आता. उक्त मांडण्यात तरतुदीच्या नियमांच्या आणि खालील शर्तींनुसार
राहून उपरोक्त जमीनीच्या धारकास सदर जमीनीवर, उक्त नमूद करण्यात आलेल्या अकृषिक
अनुज्ञेय करण्यात आल्याचे मानण्यात आल्याने उक्त संहितेच्या कलम ४२व अन्वय सनद
देव आहे

१. अकृषिक अनुज्ञेय केलेल्या अकृषिक वापरामध्ये नियोजन प्राधिकरणाचे पूर्व मंजूरी
कोणताही बदल करता येणार नाही.
२. जमीनीवर प्रत्यक्ष विकास अथवा बांधकाम सुरु करण्यापूर्वी सक्षम नियोजन प्राधिकरणा
विकास परवानगी घेणे आवश्यक राहिल.
३. मा. जिल्हाधिकारी/ नियोजन प्राधिकरण यांचे मान्यतेने रेखांकन मंजूर केलेल्या
करता येणार नाही अथवा छाटे भूखंड करून विक्री करता येणार नाही
४. नियोजन प्राधिकरणाच्या मान्यतेने सदर जमीनीच्या वापरामध्ये किंवा वापराच्या
कोणताही बदल झाल्यास, त्याची माहिती अशा मंजूरीपासून ३० दिवसांच्या
मा. जिल्हाधिकारी यांना देणे बंधनकारक राहिल.
५. अकृषिक वापर अनुज्ञेय करण्याच्या या सनदेव्यतिरिक्त वित्तीय संस्था/ नियोजन प्राधिकरण
यांना इतर कोणत्याही स्वरूपातील बिनशर्ती आदेशाचे मागणी करू नये.



(अधिक पार्षल
तहसीलदार, शिवजि)

- १) उपअधिकक्षक भुमी अभिलेख शिवजि यांचेकडे माहितीसाठी व कार्यवाहीसाठी अप्रॉपत
- २) अपर मंडळ अधिकारी, शिवजि यांचेकडे माहितीसाठी व पुढील कार्यवाहीसाठी
- ३) मा. जिल्हा. कोन याना माहितीसाठी व पुढील कार्यवाहीसाठी.
- ४) मा. जिल्हा. कोन याना माहितीसाठी व पुढील कार्यवाहीसाठी.

MUSAIN ANSARI
B A I I B
 Advocate High Court

अडवोकेट सायबेय अंसरी
 वी ए एल एल बी
 वकील हाई कोर्ट
 Contact No - 9320507645

Office Behind Hafiz Petrol Pump, Khandopada Road, Shivajinagar, Dist Thane - 421 002

7027
 2023

SEARCH REPORT

Date: 19/02/2023

Ref In respect of Land bearing its SURVEY No. 188/1 Non Agricultural Land is Total admeasuring 1290 Sq Mtrs is owned M/s JAIN REALTY PROPRIETOR MR VIREN KISHOR JAIN Residing at Flat No 105, Punyodaya Complex, Sahajjanand Chowk, Near DMS Bank Kalyan (West), 421 301 Dist- Thane. It is within the local limit of Revenue Village Kon, Talathi Saza - Kon, and under the Jurisdiction of Registrar of Assurance District Thane & Sub -Registrar of Assurance Taluka-Bhiwandi

On careful inspection of available Index Volume kept at the Registration Office, Bhiwandi 1, 2 & 3 and online search taken through official website of Department of Registration & Stamp, Maharashtra from the year 1992 to 19/02/2023

In respect of said Land mentioned hereinabove from 1992 to 2023 the following transaction are trace out

Year	Encumbrances	Year	Encumbrances
1992	Nil	2008	Nil
1993	Nil	2009	Nil
1994	Nil	2010	Nil
1995	Nil	2011	Nil
1996	Nil	2012	Nil
1997	Nil	2013	Nil
1998	Nil	2014	Nil
1999	Nil	2015	Nil
2000	Nil	2016	Nil
2001	Nil	2017	Nil
2002	Nil	2018	Nil
2003	Nil	2019	Nil
2004	Nil	2020	Nil
2005	Nil	2021	Nil
2006	Nil	2022	Nil
2007	TRANSACTION	2023	TRANSACTION

TRANSACTION 2007

SALE DEED executed on 24/10/2007 at Joint Sub Registrar Bhiwandi -1 at Bhiwandi namely by MR. NAMDEV MHATRE & OTHERS 16 THROUGH IT'S CONSTITUED POWER ATTORNEY HOLDER MR KISHOR SHANKARLAL JAIN had Sold the Said Non- Agricultural Land bearing it's Survey No.188/1 at Village- Kon, Taluka- Bhiwandi, Dist- Thane, Land admeasuring 0-12-90 [H-

R-P] i.e. 1290 Sq. Mtrs Agricultural Land in Favour of SMT
KISHOR JAIN Vide Register Sr. No. BVD1/7902/2007.

7029
TRANSACTION 2023 :

SALE DEED executed on 11/01/2023 at Joint Sub Registrar Bhiwandi
Bhiwandi namely by SMT. JAYSHREE KISHOR JAIN THROUGH ITS
CONSTITUED POWER ATTORNEY HOLDER MR. KISHOR SHANKARLAL
JAIN had Sold the Said Non- Agricultural Land bearing it's Survey No 188/1 at
Village- Kon, Taluka- Bhiwandi, Dist- Thane, Land admeasuring 0-12-90 [in
R-P] i.e. 1290 Sq. Mtrs Agricultural Land in Favour of M/s. JAIN REALTY
PROPRIETOR MR. VIREN KISHOR JAIN Vide Register Sr No
BVD3/255/2023.

I have taken search Survey No. 188/1 admeasuring about 1290 Sq.
Mtrs of Non- Agricultural Land is situated at Village- Kon, Taluka -
Bhiwandi, Dist- Thane is owned by M/s. JAIN REALTY PROPRIETOR
MR. VIREN KISHOR JAIN Residing at Flat No.105, Punyodaya Complex,
Sahahjanand Chowk, Near D.N.S Bank, Kalyan (West), 421 301 Dist-
Thane I found only two entries in the registers of encumbrances of
charge against the above mentioned property as per books and
records available in the Office Sub-registrar Assurance Bhiwandi,
Dist - Thane.



SHAKIR HUSAIN ANSARI

ADV. HIGH COURT, BOMBAY

R. 5408 C/2005

288 SUFI MANZIL,

AHMDABAD ROAD NADI NAKA
BHIWANDI DIST. THANE)

Challan No : - MH009998971202223E
Receipt No:- 1112615864 Dated 19/02/2023

104 SHAKIR HUSAIN ANSARI
BALI B
Advocate High Court

अड. शाकीर हुसेन अन्सारी
बी ए एल एल बी
-वकील हाई कोर्ट
Contact No - 9329507645

Shahid Hafiz Petrol Pump, Khandurpada Road, Bhiwandi, Dist Thane - 421 302

Date: 11.11.2023

LEGAL TITLE REPORT

TO WHOM SOEVER IT MAY CONCERN DESCRIPTION OF THE PROPERTY

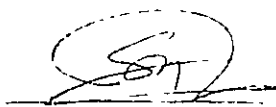
Subject Title Clearance Certificate with Respect of SURVEY No 188/1 at Village- Kon, Taluka- Bhiwandi, Dist- Thane, Non Agricultural Land admeasuring 1290 Sq. Mtrs (hereinafter referred to as the Said Plot").

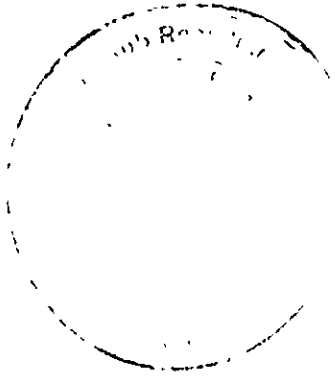
I have investigated the title of the said Plot on the request of 7/12 Extract of SURVEY No. 188/1, at Village – Kon, Taluka Bhiwandi, Dist. Thane, N A Land Total admeasuring 1290 Sq. Mtrs within the local limit of Revenue Village Kon Talathi Saza – Kon, and under the Jurisdiction of Registrar of Assurance District Thane & Sub –Registrar of Assurance Taluka- Bhiwandi in Favour of M/s JAIN REALTY PROPRIETOR MR. VIREN KISHOR JAIN Residing at Flat No 105 Punyodaya Complex, Sahahjanand Chowk, Near D N S Bank, Kalyan West- 421 301 Dist- Thane and Search Report for 31 years which is examined by me from 1992 to 2023

On perusal of the above mentioned documents and all other relevant document relating to title of the said property I am of the opinion that the title M/s JAIN REALTY PROPRIETOR MR. VIREN KISHOR JAIN is clear, marketable and without any encumbrances

So, I am the Opinion n that, the titles of the as per Right and record, SURVEY No. 188/1, at Village – Kon, Taluka Bhiwandi, Dist. Thane, N.A. Land Total admeasuring 1290 Sq. Mtrs is owned by M/s. JAIN REALTY PROPRIETOR MR. VIREN KISHOR JAIN is very good, clear and marketable and title is free from all encumbrances

The Report reflecting the flow of the titles of the M/s. JAIN REALTY PROPRIETOR MR. VIREN KISHOR JAIN on the said Land is enclosed herewith as annexure


SHAKIR HUSAIN ANSARI
ADVOCATE
HIGH COURT
BHIWANDI, DIST. THANE



7027	1000	3
2001		

1000
1000
Link
Page

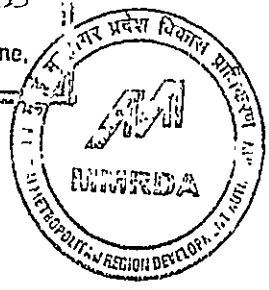
PLANS APPROVED (SETS OF DRAWINGS) WHICH ARE TO BE READ ALONG WITH BUILDING PERMISSION & COMMENCEMENT CERTIFICATE/AMENDED BUILDING PERMISSION & COMMENCEMENT CERTIFICATE BEARING -

NO SROT/SSNA/2501/BP/ KON -114/CC/1

DATE 11/09/2023

AS PER THE CONDITIONS MENTIONED THEREIN.

Planner, 11/9/23
Sub-Regional Office, Thane, MHADA



7029
25/9/23

PERFORMA

SR. NO.	TITLE	SQ. MTR.
1	AREA OF PLOT (MINIMUM AREA OF A, B, C TO BE CONSIDERED)	1290.00
(a)	AS PER OWNERSHIP DOCUMENT (7/12, CTS EXTRACT)	1290.00
(b)	AS PER MEASUREMENT SHEET (AS PER TILR TRIANGULATION METHOD)	1445.97
(c)	AS PER SITE	
2)	DEDUCTIONS FOR	
(a)	PROPOSED D.P./ D.P. ROAD WIDENING AREA/SERVICE ROAD/HIGHWAY WIDENING	
(b)	ANY D.P. RESERVATION AREA	
	(TOTAL A-B)	
3)	BALANCE AREA OF PLOT (1-2)	1290.00
4	AMENITY SPACE (IF APPLICABLE)	
(a)	REQUIRED	
(b)	ADJUSTMENT OF 2(B), IF ANY -	
(c)	BALANCE PROPOSED -	
5,	NET PLOT AREA (3-4 (C))	1290.00
6:	RECREATIONAL OPEN SPACE (IF APPLICABLE)	
(a)	REQUIRED -	
(b)	PROPOSED -	
7)	INTERNAL ROAD AREA	
8)	PLOTTABLE AREA (IF APPLICABLE)	1290.00
9)	BUILT UP AREA WITH REFERENCE TO BASIC F.S.I AS PER FRONT ROAD WIDTH (SR. NO 5X BASIC FSI) (1290.00 X 1.10 = 1419.00)	1419.00
10)	ADDITION OF FSI ON PAYMENT OF PREMIUM (1290.00 X 0.30 = 387.00)	387.00
11)	MAXIMUM PERMISSIBLE PREMIUM FSI - BASED ON ROAD WIDTH / TOD ZONE.	
12)	PROPOSED FSI ON PAYMENT OF PREMIUM.	365.00
13)	IN-SITU FSI / TDR LOADING	
14)	IN-SITU AREA AGAINST D.P. ROAD [2.0 X SR. NO.2 (A)], IF ANY	

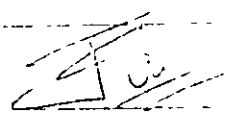
ADDITIONAL FLOOR LOADING PROPOSED (11 (A)+(B)+(C))	1000.00
TOTAL ENTITLEMENT UNDER CHAPTER NO 7	
(D) = 10(D1)+11(D2) OR 12 WHICH EVER IS APPLICABLE	
ANCILLARY AREA UP TO 0.5% OF 80% WITH PAYMENT OF CHARGES	1000.07
COMMERCIAL (12.1.1) X 0.5% = 1.263 SMT	
RESIDENTIAL (12.1.2) X 0.5% = 0.397 SMT	
TOTAL ENTITLEMENT (A+B)	2902.07
PERMISSIBLE BUILDING POTENTIAL (BUILDING POTENTIAL) PERMISSIBLE AS PER ROAD	
(NO. OF FLOORS PER ROAD OR NO.6.1 OR 6.2 OR 6.3 OR 6.4 AS APPLICABLE) X 1.6 OR 1.8	
PERMISSIBLE BUILDING POTENTIAL PROPOSAL (EXCLUDING AREA AT SR NO 17 E)	
EXISTING BUILT UP AREA (PREVIOUS APPROVED AREA)	2800.07
PROPOSED BUILT UP AREA (AS PER PLAN)	2000.07
NET AREA CONSUMED (A-C) (SHOULD NOT BE MORE THAN SERIAL NO 14 ABOVE.)	1000.00

DESCRIPTION

PROPOSED PLAN OF (CR + 7TH FL.) COMMERCIAL CUM RESIDENTIAL BUILDINGS ON LA 1 BEARING S.NO 183/1. AT VILLAGE : KON, TALUKA : BHIWANDI, DIST. : THANE.
 OWNERS NAME :- M/S. JAIN REALTY
 (PROPRIETOR) :- MR. VIREN KISHOR JAIN.

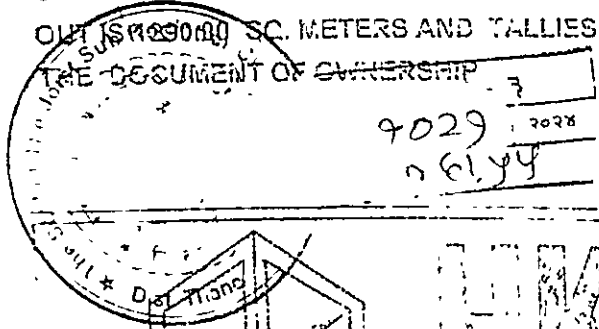
OWNER SIGN

:- M/S. JAIN REALTY.
 (PROPRIETOR) :- MR. VIREN KISHOR JAIN.


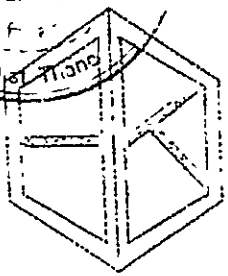


CERTIFICATE OF AREA

CERTIFIED THAT, I HAVE SURVEYED THE PLOT UNDER REFERENCE ON AND THAT THE DIMENSIONS OF THE SIDES ETC. OF THE PLOT STATED ON THE PLAN ARE AS MEASURED ON SITE AND THE AREA SO WORKED OUT IS 9029 SQ. METERS AND TALLIES WITH THE AREA STATED IN THE DOCUMENT OF OWNERSHIP.



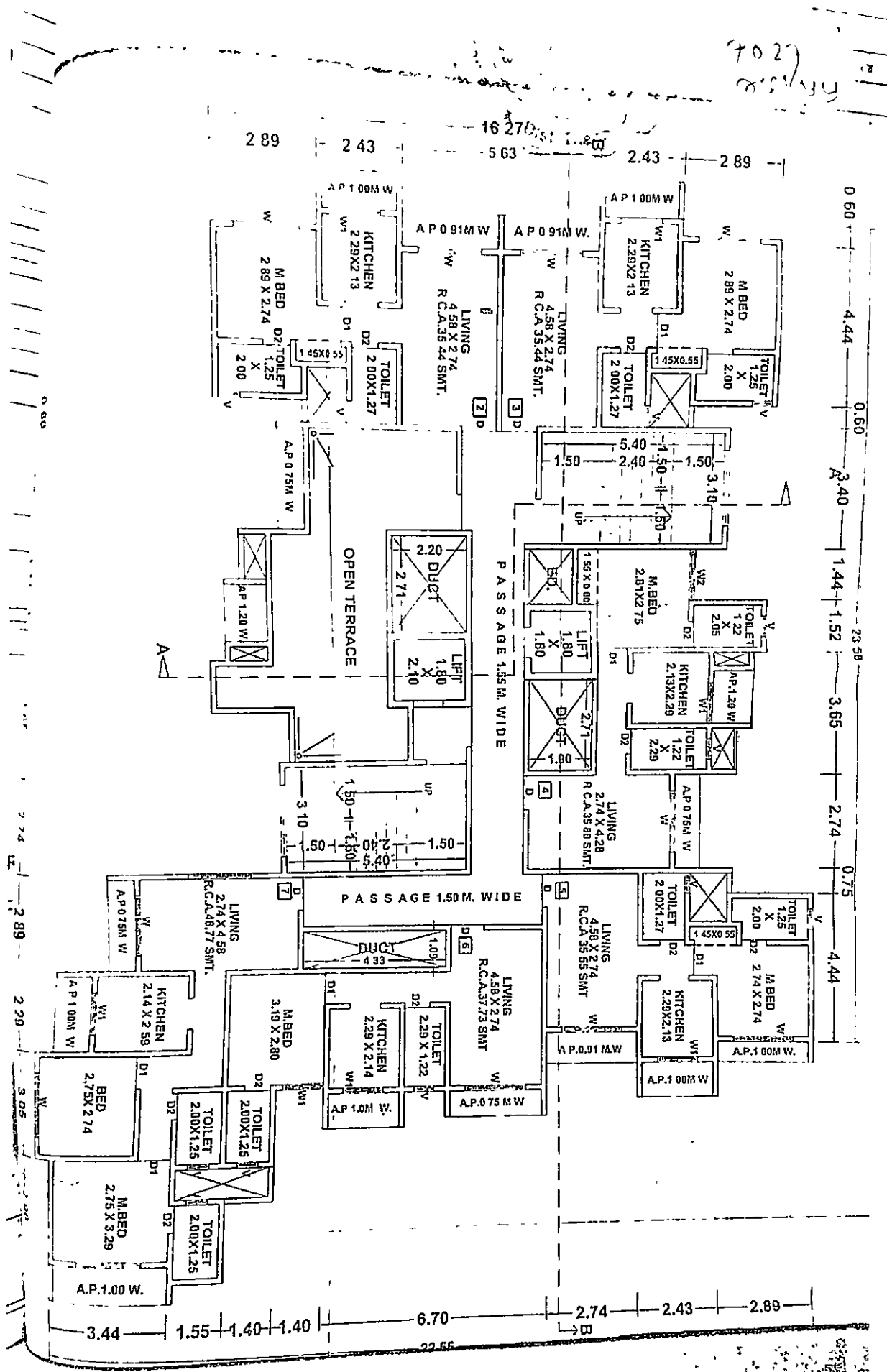
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 T.P./ ENGR.346

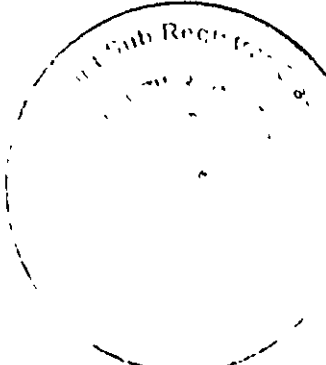



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 Phone +91 9011110003
 Email office@hk-design.in





7002
10/11/15

आयकर विभाग
INCOME TAX DEPARTMENT
VIREN KISHOR JAIN
KISHOR SHANKARLAL JAIN
19/08/1995
Permanent Account Number
AYBPJ9875F

भारत सरकार
GOVT. OF INDIA

Signature

भारत सरकार
Government of India

विरें केशव जैन
Viren Kishor Jain
जन्म तारीख/DOB 19/08/1995
पुरुष/ MALE

3949 0799 2267

माझी आधार, माझी ओळख

दि

आयकर विभाग
INCOME TAX DEPARTMENT
DEEPAK GANESH SHETTY
GANESH SANJEEVA SHETTY
15/02/1995

भारत सरकार
GOVT. OF INDIA
Permanent Account Number Card
HIJPS2728R

Signature

भारत सरकार
Government of India

दीपक गणेश शेट्टी
Deepesh Ganesh Shetty
जन्म तारीख/DOB 15/02/1995
पुरुष/ MALE

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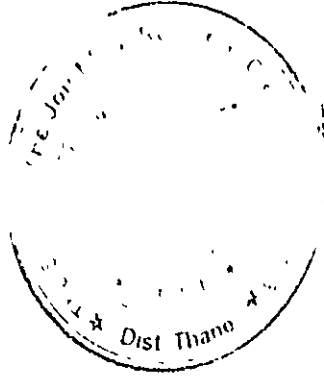
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Shetty

भारत सरकार
GOVERNMENT OF INDIA

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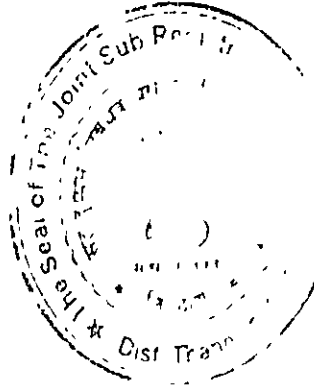
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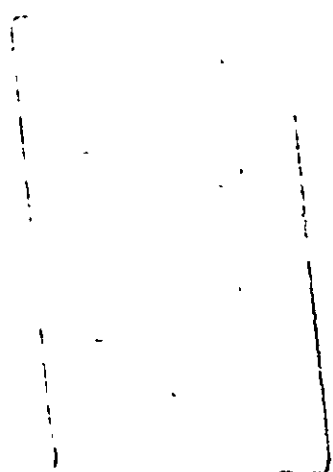
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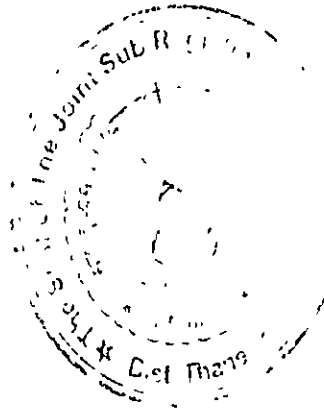


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गावना 1154

गावना क्रमांक 102/2024

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नारणी फी

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दस्त हाताळणी फी

₹ 1100.00

पत्राची मरणा 55

₹ 31100.00

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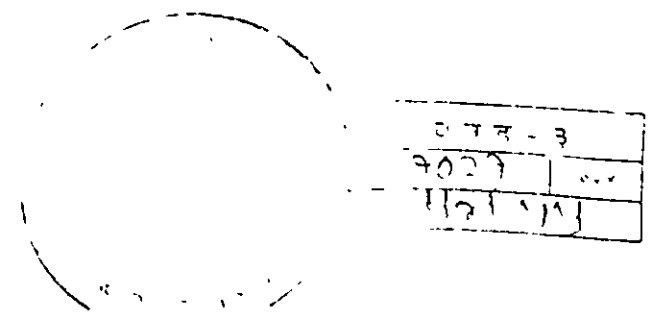
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... (रात) कोणत्याही नगरपालिका किंवा नगर पंचायत किंवा स्थालगत अमलेच्या कोणत्याही कटक क्षेत्राच्या इट्टीन किंवा मुबत मद्रासगत ...
... कोणत्याही ग्रामीण क्षेत्रात, किंवा सुबई मुद्राक (मालमनेच्या प्रत्यक्ष वाजान मल्याचे निभाण्ण) नियम 1995
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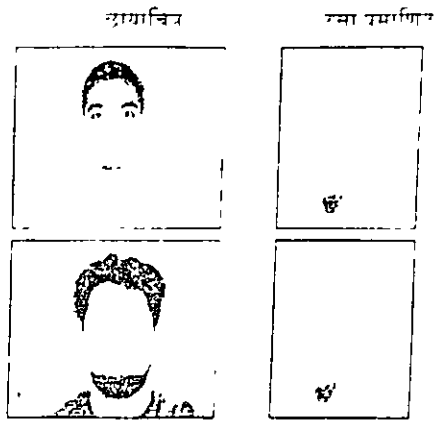
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पत्र क्रमांक २
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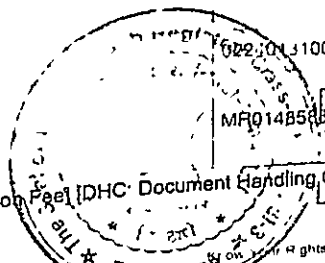
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