

855  
HOME LOAN

**FILE NO.**

Previous File No.

Tel  
M  
Fax

From  
To

Address

Name of Subject

Reference No.

SEEMA B. JAGADHANE

BABA RAMCHANDRA JAGADHANE

9833215361 | 9833215065

OFF. NO - 022-25594325

HOME LOAN BARC (01268)

R. 40.00 Lacs

AMT		
PROCESSING OFFICER		
RESI/OFF	Saba	warner
TIR	Seema	18/3/2024
VALUATION	vis. legal	16/3/2024
SITE	Vasthaleal	→
LOAN A/C	S.P	18/3/2024
T.D.	Builder verification	
D.E.		

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16/3/2024













2/2024

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. उल्हासनगर-2

दस्त क्रमांक : 2820/2024

नोंदणी :

Regn:63m

## गावाचे नाव : मोरीवली

प्लेढाचा प्रकार  
करारनामा  
विहारा  
तजारभाव(भाडेपट्ट्याच्या  
विलपट्टाकार आकारणी देतो की पट्टेदार ते  
करावे)

करारनामा  
4214953  
2499000

(-मापन, पोटहिसा व भरक्रमांक(असल्यास)

1) पालिकेचे नाव: अंबरनाथ इतर वर्णन : इतर माहिती : इतर माहिती:  
मीजे, मोरीवली, ता. अंबरनाथ, जि. ठाणे, प्लॉट नं. आर एच-1, अंबरनाथ औद्योगिक विभाग, एकूण  
क्षेत्र 102071 चौ.मीटर पैकी क्षेत्र 26076.62 चौ.मीटर, यावरील मोहन प्रिशियस ग्रीन्स फेज-2, बिल्डिंग नं. 28, विंग-  
के, फेज-2, सदनिका क्र. 205, दुसरा मजला, क्षेत्र 40.13 चौ.मी. कारपेट, म्हणजेच 432 चौरस फुट कारपेट. ( ( HISSA  
NUMBER : - ; Plot Number : आर एच-1 ; ) )

त्रफळ

1) 40.13 चौ.मीटर

कारणी किंवा जुटी देण्यात असेल तेव्हा.

स्तोत्र करून देणा-या/लिहून ठेवणा-या  
राचे नाव किंवा दिवाणी न्यायालयाचा  
नामा किंवा आदेश असल्यास, प्रतिवादिचे  
पत्ता.

1): नाव:-मे.मोहन डेव्हलपर्स एल.एल.पी. तर्फे भागीदार राजेश मोहनदास हरचंदानी यांचे कु.मु. म्हणून क.ज  
देणार आशुतोष शिवाजी देशमुख बय:-24; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं:-  
जी-1, तळमजला, मोहन प्लाझा, मोहन प्राईड जवळ, बायले नगर, चडकपाडा, कल्याण पश्चिम, महाराष्ट्र, ठाणे. पिन  
कोड:-421301 पॅन नं:-ABBFM8236G  
2): नाव:-मे.एन.एन. डी अंबरनाथ एल.एल.पी. तर्फे सी.ए.मे. मोहन डेव्हलपर्स एल.एल.पी. तर्फे भागीदार राजेश  
मोहनदास हरचंदानी यांचे कु.मु. म्हणून क.ज देणार आशुतोष शिवाजी देशमुख बय:-24; पत्ता:-प्लॉट नं:-, माळा नं:-  
-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं: ऑफिस नं.310, तिसरा मजला, देवव्रता बिल्डिंग, प्लॉट नं.83, सेक्टर -17,  
वाशी नवी मुंबई, महाराष्ट्र, ठाणे. पिन कोड:-400703 पॅन नं:-AAOFM9742P

स्तोत्र करून घेणा-या पक्षकाराचे व किंवा  
नी न्यायालयाचा हक्कनामा किंवा आदेश  
नाम, प्रतिवादिचे नाव व पत्ता

1): नाव:-मीमा बाबा जगधने बय:-42; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं: ए  
9/001, रॉयल पार्क, बी केबिन रोड, वॉटर टँक जवळ, अंबरनाथ, पूर्व, महाराष्ट्र, ठाणे. पिन कोड:-421501 पॅन नं:-  
AQAPJ4361R  
2): नाव:-बाबा रामचंद्र जगधने बय:-43; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं: ए  
9/001, रॉयल पार्क, बी केबिन रोड, वॉटर टँक जवळ, अंबरनाथ, पूर्व, महाराष्ट्र, ठाणे. पिन कोड:-421501 पॅन नं:-  
AKKPJ6252H

स्तोत्र करून दिल्याचा दिनांक

27/02/2024

स्त नोंदणी केल्याचा दिनांक

27/02/2024

नुक्रमांक, खंड व पृष्ठ

2820/2024

तजारभावाप्रमाणे मुद्रांक शुल्क

252900

तजारभावाप्रमाणे नोंदणी शुल्क

30000

रा



सह दुय्यम निबंधक वर्ग-२  
उल्हासनगर-२

कनासाठी विचारात घेतलेला तपशील:-

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.

Village : Morivali  
Flat Area : 40.13 Sq. Metres carpet  
Actual Value : Rs. 42,14,953/-  
Market Value : Rs. 24,99,000/-

**AGREEMENT**

ARTICLES OF AGREEMENT made at Ambernath this 27<sup>th</sup> day of Feb, 2024

**BETWEEN,**

**MOHAN DEVELOPERS LLP**, a limited liability partnership firm, having Identification Number AAE-9016 and incorporated under the laws of India and registered with the Registrar of Companies, having its registered office at G-1, Ground Floor, Mohan Plaza, Next to Mohan Pride, Wayle Nagar, Khadakpada, Kalyan (W)-421 301, that is represented by its partners Mr. Jeetender Mohandas Lalchandani, Mr. Mahesh Bhajanlal Matta and Mr. Rajesh Mohandas Harchandani, hereinafter referred to as the **"PROMOTERS"** (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include partners for the time being of the said firm the survivor(s) of them and the heirs, executors, administrators and assigns of the last surviving partner) of the **ONE PART**

**AND**

**NND AMBERNATH LLP**, a limited liability partnership incorporated under the laws of India and registered with the Registrar of Companies, having its registered office at 310, 3<sup>rd</sup> Floor, Devavrata Building, Plot No.83, Sector-17, Vasai East, Mumbai - 400703 that is represented by its partners Shri Yogesh Popatlal Thakkar, Shri Nitin Thakkar, Shri Hemendra Ramji Vira, Shri Girish Visanji Dedhia and Shri Mayur Visikal, hereinafter referred to as the **"the Company"** (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include the partners for the time being and from time to time, the survivors or survivor(s) of them and the heir, executors and administrators of the last of such survivors or survivor) of the **SECOND PART**

**AND**

Mrs. Seema Baba Jagadhane Aged about 42 Years Indian Inhabitant, (PAN NO AQAPJ4361R) & (Aadhar no. 8317 6628 7386) and

Mr. Baba Ramchandra Jagadhane Aged about 43 Years Indian Inhabitant, (PAN NO AKKPJ6252H) & (Aadhar no. 6444 4696 3056)

Residing at A 9/001, Royal Park, B Cabin Road, Near Water Tank, Ambernath East- 421501 hereinafter referred to as **"THE PURCHASER/S ALLOTTEE/S"** [which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include his/her/their heirs, administrators and permitted assigns] of the **OTHER PART:**

*[Handwritten signatures and initials]*



WHEREAS: -

a) Vide an allotment order dated 12<sup>th</sup> December, 2013 bearing reference no. MIDC/RO-2/Thane/AMB/RH-1/3180 read with corrigendum dated 25<sup>th</sup> March, 2014 bearing reference no. MIDC/RO-2/Thane/AMB/RH-1/984, the Maharashtra Industrial Development Corporation (hereinafter referred to as "MIDC") allotted land admeasuring in the aggregate approximately 1,02,071 square meters, bearing Plot no. RH-1 in the Ambernath Industrial Area, situate within the municipal council in the rural area of Taluka Ambernath/Ulhasnagar, district and registration district of Thane, more particularly described in the First Schedule hereunder written delineated on the plan in red ink annexed hereto and marked as Annexure A (hereinafter respectively referred to as the "Larger Property") to M/s. Nisarg Nirman Developers, upon terms and conditions contained therein (hereinafter respectively referred to as the "Allotment Order" and the "Corrigendum"). Subsequently, vide a possession receipt dated 13<sup>th</sup> May, 2014 bearing reference no. RO-II/MIDC/AMB/RH-1, MIDC handed over physical possession of the Larger Property to M/s. Nisarg Nirman Developers, upon terms and conditions contained therein ("hereinafter referred to as the "Possession Receipt");

b) In order to comply with the terms and conditions as stipulated under the Allotment Order read with Corrigendum and Possession Receipt, MIDC and M/s. Nisarg Nirman Developers executed an Agreement to Lease dated 22<sup>nd</sup> May 2014 made between Maharashtra Industrial Development Corporation ("MIDC"), therein referred to as the Lessor of the One Part and the Company herein, therein referred to as the Lessee of the Other Part and registered with the office of the Sub-Registrar of Assurances at Ulhasnagar-3 under Serial No. UHN-3-3601-2014 (hereinafter referred to as the "Lease Agreement"), MIDC agreed to grant a lease of said Larger Property unto the Company herein at or for the rentals and on the terms and conditions contained therein.

c) By a Lease Deed dated 16<sup>th</sup> September 2016 made between MIDC, therein referred to as the Lessor of the One Part and the Company herein, therein referred to as the Lessee of the Other Part and registered with the office of the Sub-Registrar of Assurances at Ulhasnagar-3 under Serial No. UHN3-9172-2016 (hereinafter referred to as the "Lease Deed"), MIDC granted the said Larger Property unto the Company for a period of 95 (ninety five) years commencing from 1<sup>st</sup> May 2014 on the terms and conditions contained therein. d) By and under a General Agreement dated 16<sup>th</sup> September 2016 made between MIDC, therein referred to as the Lessor of the One Part and the Company, therein referred to as the Lessee of the Other Part and registered with the office of the Sub-Registrar of



उ ह न UHN3-9172-2016  
द ह न 16/09/2016

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Assurances at Ulhasnagar-3 under Serial No. UHN3-9174-2016 (hereinafter referred to as the "General Agreement"). MIDC granted its permission for *inter-alia* allotment of residential flats / commercial units in the building/s to be constructed on the said Larger Property in favour of prospective / intending purchasers and also permitted the first allottees to mortgage the residential flats/ commercial units without prior permission from MIDC on the terms and conditions contained therein.

e) In the circumstances aforesaid, the Company came to be seized and possessed of or otherwise well and sufficiently entitled to leasehold rights in respect of the said Larger Property. The Company has commenced construction on portion of Larger Property comprising phase(s) Phase-I, Commercial Phase-I, Phase-IIA, Phase-2 B, Phase-2 C, Phase-2 D, Phase-2 E and Phase-2 F excluding said Property.

f) The Company in accordance with the plans sanctioned by MIDC commenced the development of the said Larger property and have commenced and completed the construction of the building/s comprising of building No 1 to 6 as Phase I, building No 7, 8, 13, 14, 15 and 16 as Phase IIA comprising residential flats, etc. and Commercial Building No.1 as Commercial Phase-I comprising of Commercial Units. The Company have entered into certain registered tenement purchaser's agreements under MOFA/RERA and further have also obtained Part Building Completion Certificate for Building No. 1 to 6, Occupancy Certificate for Phase-IIA and Commercial Phase-I and have also handed over possession of the tenements to the tenement purchasers. Apart from the above referred building/s currently the Company has commenced the construction of the building/s comprising of building No 9 as Phase 2 D, building No 10 as Phase 2 F, building No 11 as Phase 2 E, building No 12 as Phase 2 B and building No 17 as Phase 2 C.

g) The Lease Documents are currently valid and there has been no action or inaction which could trigger any termination event thereunder or otherwise impact the validity of the same.

h) Shri Vasant Namdeo Sase and 20 others had filled Regular Civil Suit No. 264/2013 against Maharashtra state Industrial Development Corporation and M/s. Nisarg Nirman Developers for declaration and injunction before civil court junior division at Ulhasnagar and also filed application for Temporary Injunction on 14/08/2013. The Hon'ble Joint Civil Judge Junior Division, Ulhasnagar was pleased to issue show cause notice to the defendant thereby refused to grant ex-parte ad-interim injunction. As Shri Vasant Namdeo Sase and 20 others didn't proceed with the hearing of application for temporary injunction till 2/2/2019,



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hence the application for temporary injunction u/o. 39, rule 1 and 2 pf C.P.C was disposed of by the Hon'ble Joint Civil Judge Junior Division, Ulhasnagar. Hence, since 14/08/2013 to till date there is no injunction whatsoever granted against M/s. Nisarg Nirman Developers to restraining them from developing the land acquired from M.I.D.C in village Morivali, Taluka Ambernath, District Thane and as there is no prohibitory order of injunction restraining M/s. Nisarg Nirman Developers from developing the property from M.I.D.C.

i) It appears that by a Loan Agreement dated 22<sup>nd</sup> November, 2016, 5<sup>th</sup> May 2018 and 25<sup>th</sup> March 2021 between Company and Piramal Capital and Housing Finance Ltd. (formerly known as Piramal Finance Pvt Limited), a Deed of Mortgage dated November 25, 2016, April 23, 2019 and July 27, 2021 made between the Company and IDBI Trusteeship Service Ltd. all registered with the office of the Sub-Registrar of Assurances at Ulhasnagar-3 under Serial No. 11380-2016 on 25-11-2016, 4057-2019 on 23-04-2019 and Sub-Registrar of Assurances at Ulhasnagar-4 under Serial No. 4971-2021 on 27-07-2021 has created a mortgage on the said Property. By a Letter bearing Ref. No. 40123/ITSL/OPR 2021-22 dated 22/02/2021, Trsuteeship Services has released its charge / mortgage on the said Property, cash flows arising out of this Project, as well as the development potential thereof in all respects and has also registered a Release Deed dated 15/03/2022 registered as document no. 2525/2022.

j) It appears that the Nisarg Nirman Developers converted themselves from a Partnership Firm to a Limited Liability Partnership Firm and has named it as "NND AMBERNATH LLP", vide a Certificate of Registration on Conversion dated 09-01-2020 issued by the Registrar of Companies. Further, the MIDC, vide its letter dated 04-12-2020 bearing ref.no. MIDC/ROT-2/AMB/RH-1/1937, has also taken note of the above change in name of the Promoters herein upon such terms and conditions as are mentioned therein

k) It appears that Maharashtra Industrial Development Corporation vide its letter dated 22/06/2021 given its no objection for entrustment of Development Rights in favour of Mohan Developers LLP with respect to the said property



It appears that by Development Agreement dated 22/03/2022 duly registered with the Office of the Sub-Registrar, Ulhasnagar-2 at Serial No. 5024/2022, NND Ambernath LLP as the Developer therein and Mohan Developers LLP as the Developer therein, the NND Ambernath LLP entrusted development rights unto and in favour of Mohan Developers LLP with respect to the an area admeasuring 26076.72 square metres out of all that piece and parcel of land bearing Plot No. RH-1 totally admeasuring 1,02,071 sq. mtrs in the

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Ambernath Industrial Area with council in rural area, Taluka and Registration District Thane contained therein. Pursuant to dated 22/03/022, NND Ambernath 22/03/2022 in favour of the powers and authorities for the Attorney dated 22/03/2022 is No.2 at Serial No. 5025/2022.

m) In the circumstances, otherwise well and sufficient Building/s as per the Building Property admeasuring 26076 developed as a group housing towers, 104 no of commercial phase manner. As per the Extent meters of FSI for development the said property in Phase comprises of 408 residential residential units and 53 commercial

n) The Company and the 'Homework Designs', having - 400071, have prepared the construct a Residential Building Layout) and submitted the approval of Building plan 26/05/2014, for construction Floors for the said end development of the said

o) The Company has Environment Impact Assessment vide Letter dated 05/08/ conditions mentioned Commencement Certificate for the said Project.

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Ambernath Industrial Area within the village limits of Ambernath and outside municipal council in rural area, Taluka and Registration Sub-District, Ambernath/ Ulhasnagar, District and Registration District Thane for such consideration and on the terms and conditions contained therein. Pursuant to the terms and conditions of the Development Agreement dated 22/03/022, NND Ambernath LLP have also executed a Power of Attorney dated 22/03/2022 in favour of the partners of M/s Mohan Developer LLP containing various powers and authorities for the development of the Said Property. The said Power of Attorney dated 22/03/2022 is duly registered with the Office of Sub registrar Ulhasnagar No.2 at Serial No. 5025/2022.

m) In the circumstances, the Promoters herein are seized and possessed of and otherwise well and sufficiently entitled to develop the said Property by constructing a Building/s as per the Building plans sanctioned by the concerned authority. The said Property admeasuring 26076.62 sq. meter (i.e. being a portion of larger property) is to be developed as a group housing project including 11 high-rise residential cum commercial towers, 104 no of commercial shops and 1122 no of residential unit to be constructed in phase manner. As per the Existing Approvals, the Company has attributed 52959.39 square meters of FSI for development over the said Property. The Said Promoter will be developing the said property in Phase manner. The Phase I shall consist of Tower No. 17 to 20 comprises of 408 residential units and 46 shops, the future developing phases consist of 720 residential units and 53 commercial units.

n) The Company and the Promoters, through their Architect '**Homework (now known as Homework Designs)**', having its address at A-103, Trishul, Sindhi Society, Chembur, Mumbai - 400071, have prepared Building plans by initially utilizing permissible FSI, by proposing to construct a Residential cum Commercial Complex (hereinafter referred to as the said entire Layout) and submitted the Building plans to the MIDC and obtained from the MIDC the approval of Building plans, vide its letter bearing no. EE/AIA/ RH-1 / B-53136 / 14 dated 26/05/2014, for constructing Residential Commercial Building of Ground and Upper Floors for the said entire Layout. The Promoters have agreed to the Phase wise development of the said property.



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o) The Company have obtained the Environmental clearance from State Level Environment Impact Assessment Authority vide Letter dated 25 January 2016 and later vide Letter dated 05/08/2021 in respect of the said entire Layout in accordance with the conditions mentioned therein. The Company and the Promoters and has obtained Commencement Certificate bearing no. EE/AMB/RH-1/D-20357/0f 2021 dated 30/7/2021 for the said Project.

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discussion, failing which the same shall be settled through the adjudicating officer appointed under the Real Estate (Regulation and Development) Act, 2016.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

(Description of the said property)

All that piece of land known as Property No.RH-1 in the Ambernath Industrial Area, within Morivali Village limits of Ambernath and within/outside the limits of Municipal Council in rural area Taluka & Registration Sub District Ambernath/ Ulhasnagar, District & registration District Thane, containing by admeasurements 102071 Square meters or thereabouts and bounded as follows, that is to say :-

On or towards the North by : MIDC Road R/W 20 meters & Modern Education Society School On or towards the South by : MIDC / Private Land

On or towards the East by : MIDC / Private Land On or towards the West by : MIDC / Private Land

**THE SECOND SCHEDULE ABOVE REFERRED TO**

(Description of the said property)

An area admeasuring 26076.72 square metres out of all that piece and parcel of land bearing Plot No. RH-1 totally admeasuring 1,02,071 sq. mtrs in the Ambernath Industrial Area within the Morivali Village limits of Ambernath and outside municipal council in rural area, Taluka and Registration Sub-District, Ambernath/ Ulhasnagar, District and Registration District Thane.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

(Description of the premises)

Flat/Shop no. 205 admeasuring 40.13 square metres of carpet area on 2<sup>nd</sup> floor, in Building no. 28 Known as "K' Wing", in the Phase II, in the Project known as "MOHAN PRECIOUS GREENS" constructed on the property more particularly described in the Second Schedule mentioned here.



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## Maharashtra Real Estate Regulatory Authority

### REGISTRATION CERTIFICATE OF PROJECT

#### FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number :  
P51700049292

Project: **MOHAN PRECIOUS GREENS PHASE II** Plot Bearing / CTS / Survey / Final Plot No.: **RH 1** at  
**Ambarnath(M CI), Ambarnath, Thane, 421501;**

1. **Mohan Developers Llp** having its registered office / principal place of business at Tehsil: **Kalyan**, District: **Thane**,  
Pin: **421301**.

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

- The promoter shall enter into an agreement for sale with the allottees;
- The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
- The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;

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.

- The Registration shall be valid for a period commencing from **07/02/2023** and ending with **31/12/2027** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
  - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
  - That the promoter shall take all the pending approvals from the competent authorities
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.



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Signature valid  
Digitally Signed by  
Dr. Vasant Premanand Prabhu  
(Secretary, MahaRERA)  
Date: 07-02-2023 17:09:03

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

Dated: 07/02/2023  
Place: Mumbai