

1 son and 2 daughters i.e. Mr. Subodh Kamalakar Muley, Mrs. Mansi Vinit Ghate and Mrs. Uttara Uday Joshi respectively.

e. The Promoter purchased the Said Land in the following manner:

- 76 Guntha (7,600 Sq. Mt.) by way of Conveyance-cum-Purchase-Deed dated 09-12-2011 duly registered under Sub-Registrar, Kalyan-1 vide Reg. No. 11245-2011 from:
 - i. Mr. Aniruddh Vishwanath Palav,
 - ii. Mrs. Jayshree Kamalakar Muley, Subodh Kamalakar Muley, Mansi Vinit Ghate and Uttara Uday Joshi (Legal heirs of Mr. Kamalakar Bhikaji Mule)
- 38 Guntha (3,800 Sq. Mt.) by way of Development Agreement and Power of Attorney from Mr. Tukaram Bandhu Tembhe dated 29-12-2011, duly registered at Sub-Registrar, Kalyan-1. vide Regn. No. 12026-2011 and 523-2011 respectively to Develop the said Plot of Land and to Construct Buildings, Bungalows and Row Houses in the said Plot of Land.

2. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land have been completed thereon;

3. The Said Land is earmarked for the purpose of constructing a Residential-cum-Commercial project, comprising 8 multi-storied buildings (Buildings A, B1, B2, C, D, E, F & G), 2 Twin Bungalows and 1 single Bungalow and the Said Project shall be known as '**ADITYA APARTMENTS**' (the "Said Project");

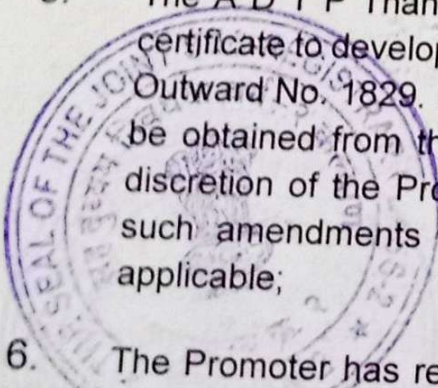
4. The Promoter has completed construction of Building A and wing 1 & 2 of Building B on the Said Land (the Occupation Certificate has been received on 28-06-2018); The Promoter is currently constructing Building C, 2 Twin Bungalows and 1 Single Bungalow on the Said Land;

Upcoming projects on the Said Land are Buildings D, E, F & G

5. The A D T P Thane (under collector of thane) has granted the commencement certificate to develop Buildings C, D, E, F & G vide approval dated 14-09-2018 Ref. Outward No. 1829. However, amendments for further buildings (D, E, F & G) may be obtained from the competent authorities, as and when required, at the sole discretion of the Promoter. The Allottee(s) hereby give(s) his / their consent for such amendments as required under section 14 of RERA / other laws as applicable;

6. The Promoter has registered Building C under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("RERA") with the Real Estate Regulatory Authority at Konkan Division on dt. 21-11-2018 under Regn. No. **P51700018589**;

7. The Allottee(s) had applied for a Flat in the Said Project vide application No. 20 and has been allotted Flat **No. 207** (the "Said Flat") having carpet area of **55.70 Sq. Mtr.** plus Balcony area **7.95 Sq. Mtr.** (Total Area **63.65 Sq. Mtr.**), type **2 BHK**, on **2nd Floor** in the **Building 'C'**, (the "Said Building");



Handwritten notes and signatures at the bottom of the page, including '20/11/2018' and other illegible scribbles.

8. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
9. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Said Project;
10. 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;
11. 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(s) hereby agree(s) to purchase the Said Flat in Said Building of the Said Project as specified in para 7 of the recitals;

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. **TERMS:**

- 1.1 The Promoter shall construct the Said Building consisting of Stilt plus 4 upper floors on the Said Land 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 Allottee(s) in respect of variations or modifications which may adversely affect the Said Flat of the Allottee(s) except any alteration or addition required by any Government authorities or due to change in law.

- 1.2 The Total Price for the Said Flat No. 207 based on the carpet area is **Rs. 43,75,000/- (Rupees Forty Three lakh Seventy five thousand only)** ("Sale Price"), Type 2 BHK on the 2nd Floor of the Building 'C'

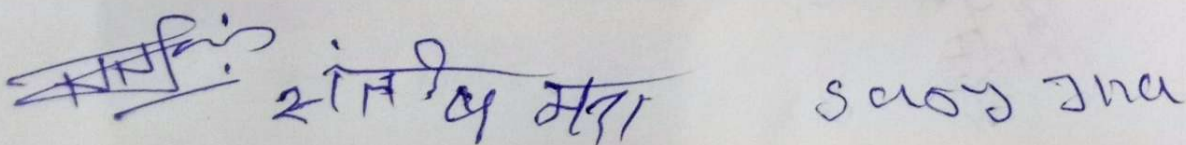
- 1.3 The Sale Price is escalation-free, save and except any increase in taxes, duties, development charges and / or any other charges which may be levied / imposed by or payable to the competent authority from time to time.

The Allottee(s) agree(s) that such increase in taxes, duties, development charges and / or any other charges shall be borne exclusively by him / them, and if the same are paid by the Promoter, he / they unconditionally agree(s) to reimburse such amounts to the Promoter.

The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges or others charges imposed by the competent authorities, the Promoter shall enclose the applicable notification / order / rule / regulation to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.

- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule B ("Payment Plan")**.

- 1.5 The Promoter may allow, at his sole discretion, a rebate for early payments of any installment payable by the Allottee(s) by discounting such early payments @ 9% per annum for the period by which such installment has been preponed. The

The bottom of the page features several handwritten signatures and stamps. On the left, there is a signature in blue ink. In the center, there is a signature that appears to be 'श्रीमती मता' (Shrimati Mata). On the right, there is a signature that appears to be 'Surya Jha'. There are also some blue ink stamps and markings, including a circular stamp with text around the perimeter and a rectangular stamp with text inside.

provision for allowing rebate and such rate of rebate shall not be subject to any revision / withdrawal, once granted to the Allottee(s) by the Promoter.

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans of the Said Building, and specifications and the nature of fixtures, fittings and amenities described therein in respect of the Said Flat, without the previous written consent of the Allottee(s). Provided that the Promoter may make such minor additions / alterations as may be required by the Allottee(s), or as may be required by RERA, or any other notification / order / rule / regulation.

1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee(s), after the construction of the Said Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes in the carpet area, if any.

The Sale 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(s) within 45 days.

If there is any increase in the carpet area allotted to Allottee(s), the Promoter shall demand that from the Allottee(s) 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 1.2 of this Agreement.

1.8 Subject to Clause 11.3 the Promoter agrees and acknowledges, the Allottee(s) shall have the right to the Said Flat as mentioned below:

(i) The Allottee(s) shall have exclusive ownership of the Said Flat;

(ii) The Allottee(s) shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee(s) in the Common Areas is undivided and cannot be divided or separated, the Allottee(s) shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee(s) to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the common society as provided in the RERA;

(iii) That the computation of the price of the Said Flat includes recovery of price of undivided share of land, construction of, not only the Said Flat, but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Said Project.

1.9 It is made clear by the Promoter and the Allottee(s) agree(s) that the Said Flat shall be treated as a single indivisible unit for all purposes. It is agreed that the Said Project is an independent, self-contained project covering the said Land and is not a part of any other project or zone and shall not form a part of and / or linked / combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee(s). It is clarified that Said Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Said Project.

1.10 The Promoter agrees to pay all outgoing before transferring the physical possession of the Said Flat to the Allottee(s), which it has collected from the Allottee(s), for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Said Project).

If the Promoter fails to pay all or any of the outgoing collected from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Said Flat to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken by such authority or person.

2. PAYMENT

2.1 The Allottee(s) has / have paid a sum of **Rs. 51,000/- (Rupees Fifty one Thousand only)** as part payment towards the Sale Price of the Said Flat at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining price of the Said Flat as prescribed in the Payment Plan as detailed in Schedule C, within the time and in the manner specified therein.

2.2 Provided that if the Allottee(s) delay(s) in payment towards any amount for which is payable, he / they shall be liable to pay simple interest at 18% from the due date as per demand letter till the date of payment of amount(s) along with such interest.

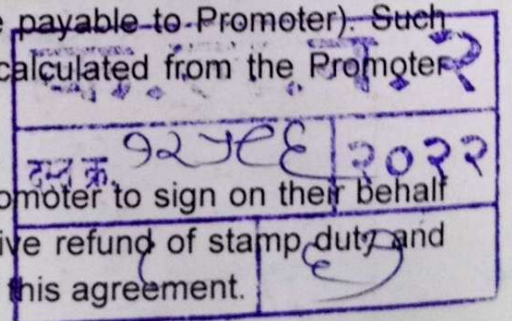
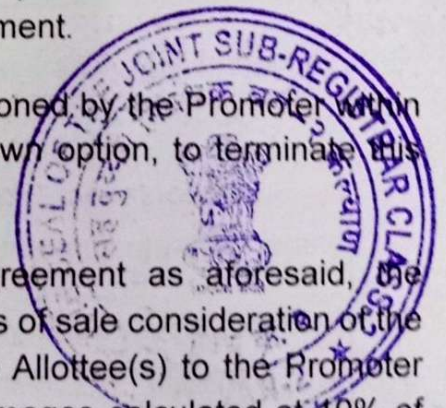
2.3 Without prejudice to the right of promoter to charge interest in terms of sub clause 2.3 above, on the Allottee(s) committing default in payment on due date of any amount due and payable to the Promoter under this Agreement (including Allottee(s)'s proportionate share of taxes levied by concerned local authority and other outgoing) and on the Allottee(s) committing 3 defaults / delays in payment of instalments, the Promoter may, at his own option, terminate this Agreement.

Provided that, Promoter shall give notice of 15 days in writing to the Allottee(s), by Registered Post at the address provided by the Allottee(s) of his intention to terminate this Agreement and of the specific breach(es) of terms and conditions in respect of which it is intended to terminate the Agreement.

If the Allottee(s) fail(s) to rectify the breach(es) mentioned by the Promoter within 7 days, then the Promoter shall be entitled, at his own option, to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee(s) the instalments of sale consideration of the Said Flat which may till then have been paid by the Allottee(s) to the Promoter (subject to adjustment and recovery of liquidated damages calculated at 10% of the Sale Price, or any other amount which may be payable to Promoter). Such amounts shall be paid within a period of 30 days calculated from the Promoter selling the Said Flat to a new buyer.

2.4 Allottee(s) hereby empower and authorize(s) the promoter to sign on their behalf for signing cancellation of this agreement and receive refund of stamp duty and sign other documents as required for cancellation of this agreement.



[Handwritten signature]

Sury Jha

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

3.1 The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition / sale / transfer of immovable properties in India etc. and provide the Promoter with such permission/ approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agrees that in the event of any failure on his / their part to comply with the applicable guidelines issued by the Reserve Bank of India, Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in this regard. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any third-party making payment / remittances on behalf of any Allottee(s) and such third party shall not have any right in the application / allotment of the Said Flat applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

4. ADJUSTMENT / APPROPRIATION OF PAYMENTS

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

5. CONSTRUCTION OF THE SAID PROJECT / SAID BUILDING / SAID FLAT

The Allottee(s) has / have seen the specifications of the Said Flat and accepted the Payment Plan, floor plans annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Said Project in accordance with the said plans, floor plans and specifications.

Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the A D T P, Thane Collector and shall not have an option to make any variation / alteration / modification in such plans, other than in the manner provided under RERA, and breach of this term by the Promoter shall constitute a material breach of the Agreement.



Handwritten signature: Sawaj Sina

6. POSSESSION OF THE SAID FLAT

6.1 The Promoter shall handover the possession of the Said Flat to the Allottee(s) on or before 30th day of June 2022.

If the Promoter fails or neglects to handover the possession of the Said Flat to the Allottee(s) on account of reasons within his control or of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee(s) the amounts already received by him in respect of the Said Flat with simple interest at 9% calculated from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that where if the Allottee(s) do(es) not intend to withdraw from the Said Project, the Promoter shall pay the Allottee(s) interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Said Flat.

6.2 Notwithstanding the above clause, the Promoter shall without being liable to the Allottee(s), be entitled to reasonable extension of time for handing over the possession of the Said Flat, if the same is delayed for reasons beyond control of the Promoter ("Force Majeure conditions"), not limited to, but including:

- Non-availability or short-availability of utilities such as water or electricity supply, or essential amenities, services and facilities such as lifts or sewage or drainage lines, or
- Non-availability or short-availability of steel, cement or other construction material, or escalation in prices thereof beyond 5%, or
- Labour related problems,
- Not handing over the possession is a result of any notice, order, rule of notification of the Government and / or any other public or competent authority or of the court or on account of delay in issuance or non-issuance or receipt of NOC's, licences, Occupation Certificate, Approvals etc., or
- Economic Hardship, or
- Any reason technical or otherwise, or any reason beyond the control of the Promoter, or any act of God

7. POSSESSION RELATED PROCEDURE

7.1 Procedure for taking possession

The Promoter shall, within 30 days from obtaining the occupancy certificate from the competent authority and the payment made by the Allottee(s) as per the agreement, offer in writing, to handover the possession of the Said Flat.

Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee(s) shall within 7 days, take possession of the Said Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall handover possession of the Said Flat to the Allottee(s).

The Allottee(s) agree(s) to check and verify the carpet area of the Said Flat and the construction quality of the Said Flat and the Said Building and all amenities therein before taking possession of the Said Flat.



Handwritten signature: Sawaj Sina

Handwritten signature: Sawaj Sina

Once possession is taken by the Allottee(s), then it will be deemed that the Allottee(s) is / are satisfied with construction quality, wall painting, tiles, doors and windows of the Said Flat and all amenities of the Said Building and the Said Project. Any further repairing will be done at the cost of Allottee(s).

7.2 Maintenance charges

After obtaining possession from the Promoter and until the common society is formed and the Said Land and the Said Building is transferred to it, the Allottee(s) shall be liable to bear and pay the proportionate share of outgoing as determined by the Promoter, in respect of the Said Flat, the Said Building and the Said Land, including but not limited to local taxes, betterment charges, or such other charges levied by the concerned local authority and / or government Authorities, along with water charges, waste collection, waste disposal, waste management, common electricity expenses, repairs and maintenance, salaries of clerks, bill-collector, accountant, security guards, sweepers and all other expenses necessary and incidental to the management and maintenance of the Said Project and the Said Building. In case these amounts are paid by the Promoter, the Allottee(s) agree(s) to reimburse the same to the Promoter within 7 days from receiving demand notice from the Promoter. The cost of such maintenance has not been included in the Sale Price of the Said Flat.

Allottee(s) shall give a deposit of Rs. 10,000/- (in addition to the Sale Price of the Said Flat) towards such maintenance charges before obtaining possession. The amount so deposited by the Allottee(s) with the Promoter shall not carry any interest and shall remain with the promoter until the common society is formed and the Said Land and the Said Building is transferred to it, subject to the provisions of section 6 of RERA.

On execution of such conveyance deed, the aforesaid deposit will be handed over / paid by the Promoter to the common society after deductions for the actual expenses incurred on various accounts therefrom.

In case the Allottee(s) fail(s) to take possession within the time provided in clause such Allottee(s) shall continue to be liable to pay maintenance charges as applicable.

7.3 Possession by the Allottee(s)

After obtaining the occupancy certificate for all the 8 buildings in the Said Project (A, B1, B2, C, D, E, F & G) and handing over physical possession of the Said Flat to the Allottee(s), it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the common society or the competent authority, as the case may be, as per the local laws.

The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter.

COMMON SOCIETY

After obtaining the occupancy certificate for all the 8 buildings in the Said Project (A, B1, B2, C, D, E, F & G), the Promoter will form the Common Society of all the Buildings under the Said Project layout.

The Allottee(s), along with other residents / unit holders of the flats / commercial units in the Said Project, shall join in forming and registering the Co-operative

Society to be known by such name as the all / majority of the residents / unit holders may decide, and for this purpose the Allottee(s) shall sign and execute the all necessary documents, required for the formation and registration of the Co-operative Society including the Bye-Laws of the Society duly filled in, and return to the Promoter within 7 days of the same being forwarded to the Allottee(s).

- 8.3 The Allottee(s) also agree(s) to bear his proportionate share of cost incurred for formation and / or registration of the common society, including legal expenses, stamp duty, registration fees etc. and shall reimburse the same to the Promoter within 7 days of such demand being made.
- 8.4 If there are any changes or modifications in the draft of bye-laws or Memorandum and / or Articles of Association, as may be required by the registrar of Co-operative Societies or any other competent Authority, the Allottee(s) shall provide consent for the same without any hesitation or arguments for registration of common ownership.
- 8.5 The Allottee(s) shall from time to time sign all applications, paper and documents and shall do all such acts, deeds and things as the Promoter or the common society may require to safeguard the interest of the Promoter or the common society.
- 8.6 The Allottee(s) shall observe all the rules and regulations which the common society may adopt as its inception along with all additions, alterations or amendments thereof that may be made from time to time, for the protection and maintenance of the Said Building and the Said Flat therein, and for the observance of the building rules, regulations and the bye-laws for the time being of the concerned local authorities and of government and other public bodies.
- 8.7 The Allottee(s) shall also observe all the stipulations and conditions laid down by the common society regarding and use of the Said Flat in the Said Building and shall pay and contribute regularly and punctually towards outgoing in accordance with the terms and conditions of the agreement.
- 8.8 After formation of the common society, the Promoter shall transfer the Said Land and the Said Building is transferred to the common society. The Allottee(s) hereby agrees to pay on demand his / their share of the stamp duty and the registration charges, payable, if any, by the common society on the conveyance or any document or instruments of transfer in respect of the Said Project and the Said Building or the said premises to be executed in favour of the common society.

9. MAINTENANCE AND OTHER CHARGES

- 9.1 After execution of conveyance deed for the Said Land and the Said Building in favour of the common society, the common society shall be liable to bear and pay the costs and expenses in respect of the Said Building and the Said Land, including but not limited to local taxes, betterment charges, or such other charges levied by the concerned local authority and / or government Authorities, along with water charges, waste collection, waste disposal, waste management, common electricity expenses, repairs and maintenance, salaries of clerks, bill-collector, accountant, security guards, sweepers and all other expenses necessary and incidental to the management and maintenance of the Said Project and the Said Building.
- 9.2 The Allottee(s) undertake(s) to bear and pay his / their proportionate share of such outgoing to the common society, on a monthly basis on or before the 5th day of each month in advance and shall not withhold the same for any reason



Handwritten signature and date: 21/11/2017

Handwritten signature: Sew J Shai

whatsoever, otherwise the Allottee(s) will be liable for interest @ 18% of the such amount due.

The Development charges, Betterment charges and / or other charges levied by the concerned local authority, government and / or any other public authority in respect of the Said Flat and / or the Said Building, shall be borne and paid by the Allottee(s) along with the other residents / unit holders of the flats / commercial units in the Said Building in proportion to the floor area of their respective premises.

9.3 In case any security deposit(s) is / are demanded by concerned local authorities or government for the purpose of giving the water connection to the Said Building, such deposit shall be payable by the Allottee(s) as his share of contribution to the Promoter or the common society, as the case may be, within 7 days of such demand being made. The Allottee(s) also agrees to contribute proportionate expenses for transfer of electricity connection / meter in his / their name if instated by MSEDCL.

4 The Allottee(s) agree(s) to pay his / their contribution of all the applicable taxes, duties & levies payable to the District Collector, Thane or the Tahsildar of Kalyan.

REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land, the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Said Project. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Said Project;
- (ii) Out of 11,400 square meter area of the Said Land, an area of 6,929.01 square meter (pertaining to Buildings C, D, E and F of the Said Project) was been mortgaged in favour of Akme Star Housing Finance Limited and Akme Fintrade (India) Limited against construction finance obtained from them vide Mortgage Deed duly executed on 04-04-2018 bearing Regn. No. KLN1 - 3143 - 2018 and the said companies are paid their dues and the promoter has closed the loan and obtained loan closure letters from the said companies.

There are no litigations pending before any Court of law with respect to the Said Land, the Said Project, the Said Building or the Said Flat;

All approvals, licenses and permits issued by the competent authorities with respect to the Said Land, the Said Project, the Said Building and the Said Flat are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, be compliant with all applicable laws in relation to Said Land, the Said Project, the Said Building and the Said Flat and the common areas;

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(s) created herein, may prejudicially be affected;

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 Said Land, including the Said Project,

the Said Building and the Said Flat which will, in any manner, affect the rights of Allottee(s) under this Agreement;

- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Said Flat to the Allottee(s) in the manner contemplated in this Agreement;
- (viii) At the time of execution of the Conveyance deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Said Flat to the Allottee(s) and the common areas to the common society;
- (ix) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and / or no minor has any right, title and claim over the Schedule Property;
- (x) The Promoter has duly paid and shall continue to pay and discharge all 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 by or served upon the Promoter in respect of the Said Land or the Said Project or the Said Building.

11. EVENTS OF DEFAULTS AND CONSEQUENCES

11.1 Subject to the Force Majeure conditions as detailed in Clause 6.2, the Promoter shall be considered under an Event of Default, in the following conditions:

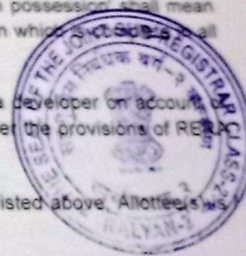
- (i) Promoter fails to provide ready to move in possession of the Said Flat to the Allottee(s) within the time period specified.

For the purpose of this clause, 'ready to move in possession' shall mean that the Said Flat shall be in a habitable condition which shall be in all respects;
- (ii) Discontinuance of the Promoter's business as a developer or account of suspension or revocation of his registration under the provisions of REEA or the rules or regulations made thereunder.

11.2 In case of Default by Promoter under the conditions listed above, Allottee(s) are entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee(s) stop(s) making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any penal interest.

or
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Said



Handwritten signature and date: 9/5/19

Flat, along with interest at 9% within 45 days of receiving the termination notice.

Provided that where an Allottee(s) do(es) not intend to withdraw from the Said Project or terminate the Agreement, the Promoter shall pay to the Allottee(s), simple interest at 9% (on the amounts paid by the Allottee(s) till the scheduled date of possession), for every month of delay till the handing over of the possession of the Said Flat.

11.3 The Allottee(s) shall be considered under an Event of Default, in the following conditions:

- (i) In case the Allottee(s) delay(s) or fail(s) to make payment against any demand(s) made by the Promoter as per the Payment Plan annexed in the Schedule C, the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount(s) at 18%.
- (ii) In case the Allottee(s) commit(s) 3 defaults / delays in payment of instalments, the Promoter may, at his own option, terminate this Agreement and cancel the allotment of the Said Flat in favour of the Allottee(s).

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee(s) the instalments of sale consideration of the Said Flat which may till then have been paid by the Allottee(s) to the Promoter (subject to adjustment and recovery of liquidated damages calculated at 10% of the Sale Price, or any other amount which may be payable to Promoter). Such amounts shall be paid within a period of 30 days calculated from the Promoter selling the Said Flat to a new buyer.

OTHER TERMS AND CONDITIONS

The Allottee(s) is / are aware that the construction work of the Said Project will be undertaken and completed in phases, which means construction work will be in progress until the whole Project is completed, even after granting possession for Said Building.

Accordingly, there could be some noise, dust or inconvenience to the Allottee(s), which they understand and assure the Promoter that he / they will not raise any objection nor will make any complaints to any authority or court about the same. It is expressly agreed that failure on part of the Allottee(s) to comply with this term will be treated as breach of this Agreement and breach of the trust.

Bore-well situated in the Said Project lay-out is the property of the Promoter. Allottee(s) will not raise any objection if the water from the said bore-well is used by residents / unit holders of Flats / Bungalows / Commercial Units in the Said Project or by the Promoter for his own / commercial purpose. AND also all rights of terrace of the building will remain with Promoter and rights of any revenue generated by advertisement in the whole project including display of hoarding or boards on the terrace shall be property of the promoter.

At any time prior to, or even after execution of the conveyance of the Said Land (thereof) in favour of the common society, the Floor Space Index applicable to the Said Land is increased, then such increase shall be exclusively for the benefit of the promoter alone, without any rebate or compensation to the Allottee(s) of the common society.

12.4 Since the Promoter owns and possesses the whole area of the Said Project layout in which the Said Building is located, the Promoter reserves the right to amend the layout of the Said Land for development and is free to use the rest of the area of the Said Project layout (other than the Said Building), as per his will and desire. The Allottee(s) expressly agree(s) to not raise any objection for such amendment in layout plan i.e. in rest of the Said Project area.

12.5 The Allottee(s) herein has / have granted his / their irrevocable consent to the Promoter for availing the transfer of development rights, floating floor space index from any other source, the staircases floor space index and the floor space index in respect of the area acquired by the concerned authority under road widening project or any other public works project, and utilizing the same on the Said Land as per the plan to be sanctioned / revised by the concerned authority and the Allottee(s) shall not be entitled to raise any objection for the same.

12.6 Nothing contained in this Agreement is intended as, or shall be construed as a grant, demise or assignment in law of the Said Flat or the Said Building or the Said Land or any part thereof. The Allottee(s) shall have no claim, save and except, in respect of the Said Flat hereby sold to him / them and agrees that all common areas including open spaces, parking spaces, recreational spaces etc. will remain the property of the Promoter until the Said Land and the Said Building is transferred to the common society as herein before mentioned.

12.7 The Allottee(s) shall not let, sub-let, transfer, assign or part with his / their interest or benefit under this agreement or part with the possession of the Said Flat until all the dues payable by the Allottee(s) have so been paid, and the Allottee(s) has / have not been guilty of breach or non-observance of any term(s) of this agreement, and unless prior permission is obtained from the Promoter in writing.

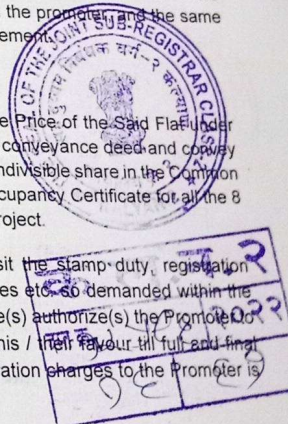
12.8 It is expressly agreed that in case the Allottee(s) desire(s) to transfer the Said Flat to any other person(s) before formation of the common society, the Allottee(s) shall obtain prior written approval from the Promoter, failing which the transfer of the Said Flat shall be invalid, and shall not be binding on the promoter and the same shall be treated as a breach of the terms of this agreement.

13. CONVEYANCE OF THE SAID FLAT

The Promoter, on receipt of complete amount of the Price of the Said Flat under the Agreement from the Allottee(s), shall execute a conveyance deed and convey the title of the Said Flat together with proportionate indivisible share in the Common Areas within 3 months from the issuance of the Occupancy Certificate for all the 8 Buildings (A, B1, B2, C, D, E, F & G) in the Said Project.

However, in case the Allottee(s) fail(s) to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee(s) authorize(s) the Promoter to withhold registration of the conveyance deed in his / their favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee(s).

The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies / penalties imposed by the competent authority(ies).



Handwritten signature and name: संशोधन

Handwritten signature: संशोधन

Name of the Promoter: M/s. Aditya Developers

Address: 301, PATEL PLAZA, Kalyan Murbad Road,
Kalyan (W), PIN-421301

It shall be the duty of the Allottee(s) 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 shall be deemed to have been received by the promoter or the Allottee(s), as the case may be.

33. JOINT ALLOTTEE(S)

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

34. 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.

35. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under RERA.

If at any time any dispute, doubt or question arises between the parties hereinabove, or their respective executors or administrators either on the construction, meaning or effect or these present or otherwise such disputes or question shall be settled as provided by the **Arbitration & Conciliation Act, 1996** or any statutory modification thereof.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter: NAVIN NARANJI JAIN

PAN: AACPJ0585H

Occupation: Business

SIGNED AND DELIVERED BY THE WITHIN NAMED

Mr. SANTOSH SHIV NARAYAN JHA

PAN : AGQPJ8828D

AADHAR : 2415 8938 9132

Occupation : Service

Mr. SAROJ SANTOSH JHA
PAN : ASWPJ3280F
AADHAR : 2796 6786 4105
Occupation : Service

in the presence of _____

WITNESSES:

1. Signature _____

Name _____

Address _____

Flat No. 207 situated
Total Area 63.65 Sq. M
situated at Village - Ba

The Said Building is S

1. Flat No. 207
1 W.C. and 1
2. The Said Fl
earthquake
mortar, etc.
3. The Kitchen
fixed there
of water.
4. The rooms
material w
5. Separate
6. Sliding wi
7. The Said
good qua
8. That ele
electricit



Handwritten signature and blue ink fingerprint of Mr. Santosh Shiv Narayan Jha

Handwritten signature and blue ink fingerprint of Mr. Navin Naranji Jain

Blue ink fingerprint

Handwritten signature and blue ink fingerprint of a witness

Mr. SAROJ SANTOSH JHA
PAN : ASWPJ3280F
AADHAR : 2796 6786 4105
Occupation : Service

Saraj Jha



in the presence of: _____

WITNESSES:

1. Signature _____

Name _____

Address _____

ASWAT
Cranganon Sivasat
KAYAN
8850638119

2. Signature _____

Name _____

Address _____

Pravin
PRAVIN PATIL
KAYAN

SCHEDULE 'A'

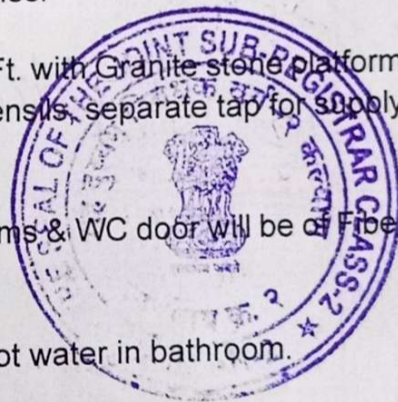
DESCRIPTION OF THE SAID FLAT

Flat No. 207 situated on **2nd Floor** in the project **Aditya Apartments, Building 'C'**
Total Area 63.65 Sq. Mtr. (Type 2 BHK) constructed on all that piece and parcel of Land
situated at Village - Bapsai, Survey No. 89, Hissa No. 18, Tal - Kalyan, Dist. - Thane.

The Said Building is Stilt + 4 Floors with 2 Lifts.

Amenities and specification given below

1. **Flat No. 207** consists of 1 Living Room, 1 Kitchen, 2 Bed Room and 1 Bathroom, 1 W.C. and 1 Toilet.
2. The Said Flat is of RCC Columns and Beams and construction designed for earthquake protection Partition walls of bricks and external plaster with cement, mortar, etc., with R.C.C. Slab, flooring with Vitrified tiles.
3. The Kitchen contains Kitchen platform raised to 2 ½ Ft. with Granite stone platform fixed thereon with attached steel sink for washing utensils, separate tap for supply of water.
4. The rooms will be having doors of wood and Bathrooms & WC door will be of Fiber material with Aluminum frame.
5. Separate plumbing line provided for Solar-Energy Hot water in bathroom.
6. Sliding windows of Aluminum and transparent glass.
7. The Said Flat will be painted with Distemper paint internally and externally with good quality paint.
8. That electricity and water connection provided in the said room with separate electricity meter and common water meter.



क. ल. न. २	
दस्ता क्र.	२४४२०२२
२	३

Saraj Jha

SCHEDULE 'B'
PAYMENT PLAN AGREED BY THE ALLOTTEE(S) TO PAY THE PROMOTER

for total consideration of **Flat No. 207, 2nd Floor (Total Area admeasuring 63.65 Sq. Mtr.) in the Building 'C'**, situated at Aditya Apartments, Village - Bapsai, Tal - Kalyan, Dist. - Thane, S. No. 89, H No. 18 in the following manner:

51,000	Rs. <i>Fifty one</i> Thousand only on or before execution of this Agreement
41,05,000	95% of the agreement value within 60 days from execution of this agreement otherwise interest @18% p.a. will be charged
1,31,000	3 % on completion of Internal & External painting work
88,000	2% on work completion of building C
43,75,000	Total

BANK ACCOUNT DETAILS FOR RECEIPT OF CONSIDERATION AMOUNT

Name favouring : Aditya Developers

Bank name : AXIS BANK LTD.

Branch BHANDUP WEST

(RERA - ESCROW) Current A/c : 918020097163161

IFSC : UTIB0000349

MICR : 400211032

शंभुजी शाय
Shay Jha

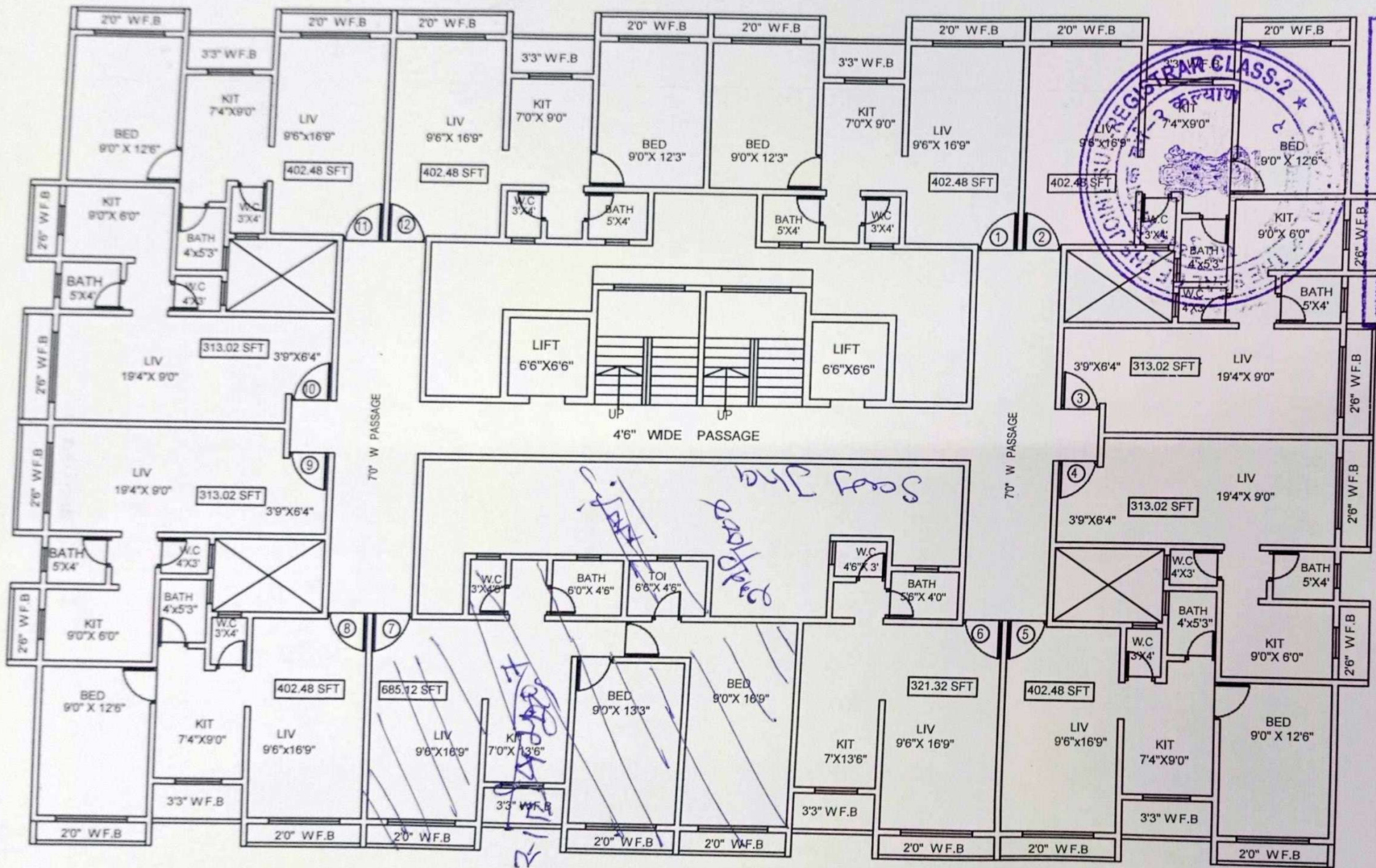


25.11.2020
27/11/20

TYPICAL FLOOR PLAN BLDG 'C'
(1ST TO 4TH FLOOR)
SCALE 1:100



ULHAS KSHIRS
ARCHITECT, INT
73, FIRST FLOOR, SH
NEAR MANKAMALI TAL



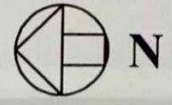
REERA AREA OF BLDG 'C'

FLAT NO.	CARPET AREA	BALCONY AREA	TOTAL AREA
1	345.00 SQFT	57.48 SQFT	402.48 SQFT
2	345.00 SQFT	57.48 SQFT	402.48 SQFT
3	266.52 SQFT	46.50 SQFT	313.02 SQFT
4	266.52 SQFT	46.50 SQFT	313.02 SQFT
5	345.00 SQFT	57.48 SQFT	402.48 SQFT
6	291.92 SQFT	29.40 SQFT	321.32 SQFT
7	599.55 SQFT	85.57 SQFT	685.12 SQFT
8	345.00 SQFT	57.48 SQFT	402.48 SQFT
9	266.52 SQFT	46.50 SQFT	313.02 SQFT
10	266.52 SQFT	46.50 SQFT	313.02 SQFT
11	345.00 SQFT	57.48 SQFT	402.48 SQFT
12	345.00 SQFT	57.48 SQFT	402.48 SQFT

REERA AREA OF BLDG 'C'

FLAT NO.	CARPET AREA	BALCONY AREA	TOTAL AREA
1	32.05 SQMT	5.34 SQMT	37.39 SQMT
2	32.05 SQMT	5.34 SQMT	37.39 SQMT
3	24.76 SQMT	4.32 SQMT	29.08 SQMT
4	24.76 SQMT	4.32 SQMT	29.08 SQMT
5	32.05 SQMT	5.34 SQMT	37.39 SQMT
6	27.12 SQMT	2.73 SQMT	29.85 SQMT
7	55.70 SQMT	7.95 SQMT	63.65 SQMT
8	32.05 SQMT	5.34 SQMT	37.39 SQMT
9	24.76 SQMT	4.32 SQMT	29.08 SQMT
10	24.76 SQMT	4.32 SQMT	29.08 SQMT
11	32.05 SQMT	5.34 SQMT	37.39 SQMT
12	32.05 SQMT	5.34 SQMT	37.39 SQMT

TYPICAL FLOOR PLAN BLDG 'C'
(1ST TO 4TH FLOOR)



SCALE 1:100

DESCRIPTION OF PROPOSAL

AMENDED LAYOUT PLAN SHOWING PROPOSAL BUILDING 'C', ON PLOT BEARING S. NO. 89, H. NO. 18, AT VILL. - BAPSAI, TALUKA - KALYA, DIST. - THANE.
M/S. ADITYA DEVELOPERS. (MR. NAVIN JAIN.)

ARCHITECT

ULHAS KSHIRSAGAR & ASSO.
ARCHITECT, INTERIOR DESIGNER
73, FIRST FLOOR, SHIVANAND UDYOG SANKUL, NEAR MAKHMALI TALAO, AGRA ROAD, THANE.

RERA AREA OF BLDG 'C'

FLAT NO.	CARPET AREA	BALCONY AREA	TOTAL AREA
1	345.00 SQFT	57.48 SQFT	402.48 SQFT
2	345.00 SQFT	57.48 SQFT	402.48 SQFT
3	266.52 SQFT	46.50 SQFT	313.02 SQFT
4	266.52 SQFT	46.50 SQFT	313.02 SQFT
5	345.00 SQFT	57.48 SQFT	402.48 SQFT
6	291.92 SQFT	29.40 SQFT	321.32 SQFT
7	599.55 SQFT	85.57 SQFT	685.12 SQFT
8	345.00 SQFT	57.48 SQFT	402.48 SQFT
9	266.52 SQFT	46.50 SQFT	313.02 SQFT
10	266.52 SQFT	46.50 SQFT	313.02 SQFT
11	345.00 SQFT	57.48 SQFT	402.48 SQFT
12	345.00 SQFT	57.48 SQFT	402.48 SQFT

RERA AREA OF BLDG 'C'

FLAT NO.	CARPET AREA	BALCONY AREA	TOTAL AREA
1	32.05 SQMT	5.34 SQMT	37.39 SQMT
2	32.05 SQMT	5.34 SQMT	37.39 SQMT
3	24.76 SQMT	4.32 SQMT	29.08 SQMT
4	24.76 SQMT	4.32 SQMT	29.08 SQMT
5	32.05 SQMT	5.34 SQMT	37.39 SQMT
6	27.12 SQMT	2.73 SQMT	29.85 SQMT
7	55.70 SQMT	7.95 SQMT	63.65 SQMT
8	32.05 SQMT	5.34 SQMT	37.39 SQMT
9	24.76 SQMT	4.32 SQMT	29.08 SQMT
10	24.76 SQMT	4.32 SQMT	29.08 SQMT
11	32.05 SQMT	5.34 SQMT	37.39 SQMT
12	32.05 SQMT	5.34 SQMT	37.39 SQMT

DESCRIPTION OF PROPOSAL

AMENDED LAYOUT PLAN SHOWING PROPOS
BUILDING 'C', ON PLOT BEARING S. NO. 89,
H. NO. 18, AT VILL. - BAPSAI, TALUKA - KALYA
DIST. - THANE.

M/S. ADITYA DEVELOPERS. (MR. NAVIN JAIN.

ARCHITECT

ULHAS KSHIRSAGAR & ASSO.

ARCHITECT, INTERIOR DESIGNER

73, FIRST FLOOR, SHIVANAND UDYOG SANKUL,
NEAR MAKHMALI TALAO, AGRA ROAD, THANE. (V



Maharashtra Real Estate Regulatory Authority

CERTIFICATE FOR EXTENSION OF REGISTRATION OF PROJECT FORM 'F'

[See rule 7(2)]

This extension of registration is granted under section 6/7 of the Act, to the following project: *Project: ADITYA APARTMENTS BUILDING, Plot Bearing / CTS / Survey / Final Plot No.: 89/18 at Bapsai, Kalyan, Thane, 421103* registered with the regulatory authority vide project registration certificate bearing No P51700018589 of

1. Mr./Ms. **Navin Naranji Jain** son/daughter of Mr./Ms. **NARANJI MAIYA DHULLA** *ehsil: Mumbai City, District: Mumbai City, Pin: 400078*, situated in State of Maharashtra.

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

- ◊ 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 (2) 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 (l) of sub-section (2) of section 4 read with Rule 5;

OR

That entire of the amounts to be realised hereinafter by me/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 up to **30/06/2022** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 6/7 of the Act read with rule 7 the Act.
- ◊ 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
- ◊ 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.

Dated: 26/07/2021

Place: Mumbai

Signature
Authorized Officer
Maharashtra Real Estate Regulatory Authority



नगर रचना आणि मूल्यनिर्धारण विभाग
ठाणे शाखा

जा. क्र.बाप/मौ.बापसई/ता.कल्याण/ससंठाणे/१८२८

सहायक संचालक, नगर रचना,
ठाणे, जिल्हाधिकारी इमारत,
३ रा मजला, कोर्ट नाका,
ठाणे (प)
दूरध्वनी क्र.: -०२२/२५३४२७४४
ई-मेल-adtp_thane@rediffmail.com
दिनांक १४/०९/२०१८

प्रति,

मा. जिल्हाधिकारी,
ठाणे.

विषय :- मौ. बापसई, ता. कल्याण, जि. ठाणे येथील स. क्र. ८९/१८, एकूण क्षेत्र- ११४००.०० चौ. मी. जागेवर रहिवास व वाणिज्य या प्रयोजनासाठीच्या सुधारित बांधकाम नकाशास मंजूरीसाठी शिफारस मिळणेबाबत.

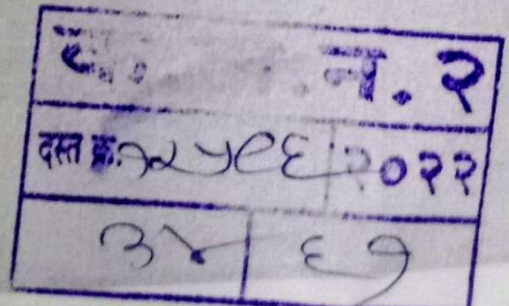
७/१२ धारक/जमीनमालक - श्री. नवीन नारायणजी जैन,
वास्तुविशारद/इंजिनिअर - श्री. उल्हास क्षिरसागर

संदर्भ :- १) मा. जिल्हाधिकारी, ठाणे यांचे पत्र क्र. महसुल/क-१/टे-७/एनएपी/एसआर-०५/२०१८, दि. २२/०२/२०१८,
२) या कार्यालयाचे पुर्वसंदर्भ शिफारस पत्र क्र. ६११, दि. १९/०३/२०१५,
३) उपअधीक्षक, भूमि अभिलेख, कल्याण यांचा मोजणी नकाशा मोजणी मो. र. नं. - ४२९, दि. २०/०८/२०१३,
४) अर्जदार यांचे वास्तुविशारद यांनी या कार्यालयास सादर केलेले दि. ०५/०९/२०१८ व दि. ७/०९/२०१८ रोजीचे नकाशे.

महोदय,

संदर्भित पत्र क्र. १ अन्वये मौ. बापसई, ता. कल्याण, जि. ठाणे येथील स. क्र. ८९/१८, एकूण क्षेत्र- ११४००.०० चौ. मी. या जागेवर रहिवास व वाणिज्य प्रयोजनासाठीच्या सुधारित बांधकाम परवानगी नकाशांना मंजूरीची शिफारस मिळणेबाबत प्रस्ताव या कार्यालयाकडे प्राप्त झालेला आहे.

मौ. बापसई, ता. कल्याण, जि. ठाणे येथील स. क्र. ८९/१८, एकूण क्षेत्र- ११४००.०० चौ. मी. जागा मंजूर मुंबई महानगर प्रदेश विकास प्राधिकरणाच्या हद्दीत येऊन असून सादर क्षेत्रासाठी मंजूर प्रादेशिक योजनेच्या हरित-१ या भूवापर विभागात समाविष्ट आहे. सादर प्रकरणात या कार्यालयाने यापूर्वी संदर्भित पत्र क्र. २ अन्वये शिफारस केलेली आहे. सादर जागा गावठाण हद्दीपासून २०० मी. अंतराच्या आत स्थित आहे.



अर्जदाराने सादर केलेले बांधकाम नकाशे सर्वसाधारणपणे विकास नियंत्रण नियमावलीनुसार असल्याने उपरोक्त जागेवर रहिवास व वाणिज्य या प्रयोजनासाठीच्या विनशेती व बांधकाम नकाशास मंजूरीची शिफारस खालील अटी व शर्तींना अधीन राहून करण्यात येत आहे.

- १) महाराष्ट्र प्रादेशिक नियोजन व नगर रचना अधिनियम, १९६६ चे कलम-४८ अनुसार सदर बांधकाम परवानगी ही राक्षम महसूल प्राधिकारी यांनी दिलेल्या तारखेपासून एक वर्षांपर्यंत वैध असेल. त्यानंतर पुढील वर्षासाठी अर्जदार यांनी योग्य त्या कारणासहीत नियोजन प्राधिकरणाकडे विनंती अर्ज करून परवानगीचे नूतनीकरण मुदत संपण्यापूर्वी करणे आवश्यक राहिल. तसेच नवीन परवानगी भेताना त्यावेळी अस्तित्वात आलेल्या नियमांचा व नियोजित विकास आराखड्याच्या अनुषंगाने छाननी करण्यात येईल व ती बाब अर्जदार/जमीन मालक यांचेवर बंधनकारक राहिल.
- २) अर्जदार यांनी (Maharashtra Real Estate Regulatory Act-2016) रेरा अधिनियमातील तरतुदींचे पालन करणे बंधनकारक आहे.
- ३) प्रस्तावित जागेचा वापर मंजूर बांधकाम नकाशात द्याविल्याप्रमाणे रहिवास व वाणिज्य वापराकरिता करणे अर्जदारावर बंधनकारक राहिल.
- ४) सदर प्रकरणात रहिवास व वाणिज्य वापरासाठी खालीलप्रमाणे बांधकाम अनुज्ञेय होईल.

अ. क्र.	जमिनीचे एकूण क्षेत्र चौ. मी.	अनुज्ञेय बांधकाम क्षेत्र चौ. मी.	प्रस्तावित बांधकाम क्षेत्र		
			इमारत संख्या/प्रकार	मजले/प्रयोजन	एकूण क्षेत्र चौ. मी.
१.	११४००.००	११४००.००	इमारत क्र. १/सी	तळ + ४ मजले रहिवास व वाणिज्य	२१६८.८७
			इमारत क्र. २/डी	तळ + ४ मजले रहिवास व वाणिज्य	२१६७.२१
			इमारत क्र. ३/ई	तळ + २ मजले रहिवास व वाणिज्य	११२०.३७
			इमारत क्र. ४/एफ	तळ + १ मजला रहिवास	५८३.५४
			इमारत क्र. ५/जी	तळ + ४ मजले रहिवास व वाणिज्य	२८५५.२९
	११४००.००	११४००.००	एकूण - ०५	एकूण :-	८८९५.२८

५) विकास नियंत्रण नियमावली सन-२०१३ मधील विनियम क्र. १३.३.२ व विनियम क्र. ६.८ अनुसार पायाभूत सुविधांची तरतूद त प्रतिज्ञापत्रातील इतर आशयाचे पालन अर्जदाराने करणे आवश्यक आहे व ती पुरेशी करण्याबाबत संबंधित अर्जदारांचेकडून रु. १००/- चे स्टॅम्पपेपरवर प्रतिज्ञापत्र घेण्यात आलेले आहे. त्यानुसार जमीनधारक/विकासक यांनी सोयी-सुविधा विकसित करणे आवश्यक आहे.

६) प्रस्तावासोबत अर्जदार यांनी सादर केलेल्या कागदपत्राच्या आधारे या कार्यालयाने अभिप्राय दिलेले आहेत. अर्जदाराने सादर प्रकरणी प्रस्तावासोबत सादर केलेली कागदपत्रे अथवा माहिती चुकीची किंवा दिशाभूल करणारी आढळल्यास, तसेच विधीग्राह्यता नसलेली कागदपत्रे आढळून आल्यास सादरची शिफारस रद्द समजली जाईल.

[Signature]

क. र. नं. १२५९६/२०२२

३५ ६९

- ७) सदर प्रकरणातील इमारत क्र. अ व बी ह्या पूर्ण झालेल्या असून त्यास या कार्यालयाने यापूर्वी भोगवटा दाखला दिलेला आहे. व त्यामध्ये सद्यस्थितीत एकूण-४ सदनिकेमध्ये लोका राहण्यास आलेले आहेत. त्यांचेकडून अर्जदाराने सादर केलेला इंडेमनिटी बॉन्ड दि. २७/८/२०१८ अनुसार त्यालोकांकडून कोणतीही हरकत नसल्याबाबत लेखी सादर केलेले आहे. याबाबत भविष्यात काही हरकत/तक्रार उपस्थित झाल्यास त्याची जबाबदार जमिन मालक/विकासक यांचेवर राहिल.
- ८) विषयांकित जागेचे स्थान, आकार, मालकी हक्क, पोहोच रस्ता, वहिवाट, वापर इ. संदर्भात काही वाद उदभवल्यास त्यांचे निराकरण करण्याची जबाबदारी अर्जदार/विकासक यांचेवर राहिल.
- ९) मुंबई महानगर प्रदेश विकास प्राधिकरण कक्षेच्या परिसर अधिसूचित क्षेत्राच्या मंजूर विकास नियंत्रण नियमावलीतील तरतुदी अर्जदारावर बंधनकारक राहतील. तसेच अर्जदार यांनी शासनाने दिनांक २१/११/२०१३ रोजी मंजूर केलेल्या प्रादेशिक योजना क्षेत्रातील नियमावलीमधील तरतुदींचे पालन करणे आवश्यक आहे.
- १०) विषयांकित इमारतीत ओला कचरा व सुका कचरा यांचे वर्गीकरण व त्यांची विल्हेवाट लावणे याबाबत योग्य ती स्वतंत्र उपाय योजना ही इमारत वापर दाखल्यापूर्वी कार्यान्वित करणे जमीन मालकास/विकासकास बंधनकारक राहिल.
- ११) नवीन इमारतीच्या आतील बाजूस तसेच इमारतीसमोरील रस्त्याचे सी. सी. टी. व्ही. चित्रिकरण करण्यासाठी बांधकामाच्या ठिकाणी सी. सी. टी. व्ही. यंत्रणा कार्यान्वित करणे जमीन मालकास/विकासकास बंधनकारक राहिल.
- १२) जमीन धारक, विकासक, कॉन्ट्रॅक्टर, वास्तुविशारद, स्ट्रक्चरल इंजिनियर, साईट सुपरवाईजर यांचे नावे फलकावर (Board) प्रसिध्द करणे बंधनकारक राहिल.
- १३) बांधकाम तपशील दर्शविणारा, जागेचे स. नं./ क्षेत्र, प्रस्तावित बांधकाम क्षेत्र दर्शविणारा फलक जागेवर लावणे अर्जदारावर बंधनकारक राहिल.
- १४) अर्जदार यांनी परवानगी व्यतिरिक्त वाढीव बांधकाम केल्यास महाराष्ट्र प्रादेशिक व नगर रचना अधिनियम, १९६६ चे कलम ५२ ते ५५ अनुसार कार्यवाहीस पात्र राहिल.
- १५) प्रस्तावासोबत प्राप्त कागदपत्रांच्या आधारे या कार्यालयाने मंजुरीची शिफारस केलेली असून उक्त कागदपत्रांच्या विधीग्राहयतेबाबत व खरेपणाबाबत जमीन मालक/कुलमुखत्यारपत्र धारक/ वास्तुविशारद/सल्लागार अभियंता इ. सर्वस्वी जबाबदार राहतील.
- १६) महाराष्ट्र प्रादेशिक व नगर रचना अधिनियम, १९६६ चे कलम १२४ब मध्ये शासनाने नमूद केल्यानुसार मुंबई महानगर प्रादेशिक क्षेत्रासाठी लागू केलेले विकास शुल्क (Development Charges) खालीलप्रमाणे हिशोबित होत आहे.

१) भूखंड क्षेत्र - ११४००.०० चौ. मी. X ६००/- X ०.५% = रु. ३४२००.००

२) बांधकाम क्षेत्र- वाणिज्य- ६६०.८७ चौ. मी. X ६००/- X ४% = रु. १५८६०.८८

रहिवास- ८५९९.५० चौ. मी. X ६००/- X २% = रु. १,०३,१९८.००

सदर क्षेत्रासाठी मुंबई महानगर प्रदेश विकास प्राधिकरण हे विशेष विधेयक प्राधिकरण असल्याने उक्त ढोबळ रक्कम रु. १,५३,३००/- (रुपये एक लाख त्रपन्ने हजार तीनशे फक्त) विकास शुल्काचा भरणा त्यांचेकडे करणे आवश्यक राहिल. अर्जदार यांनी सदरचा भरणा केल्यानंतरच सदर प्रकरणी बांधकाम परवानगीचे आदेश पारित करणे उचित होईल.

१७) विषयांकित प्रकरणी शासन निर्णय क्र.बीसीए-२००९/प्र.क्र.१०८/कामगार-७अ, दि. १७/०६/२०१० व शासन निर्णय क्र.बीसीए-२००९/प्र.क्र.१०८/कामगार ७अ, दि. २१ जुलै, २०११ अन्वये कामगार उपकर खालीलप्रमाणे अर्जदार यांच्याकडून वसूल करणे आवश्यक आहे.



क. न. न. २	
दस्ता क्र. २१६६	२०२२
३६	६९

26/05/2022



Index-II

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. कल्याण 2

दस्त क्रमांक : 12596/2022

नोंदणी :

Regn:63m

गावाचे नाव : बापसई

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	4375000
(3) बाजारभाव (भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	1814000
(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: कल्याण-डोंबिवली इतर वर्णन : , इतर माहिती: मौजे बापसई ता कल्याण जि ठाणे येथील सर्वे नंबर 89 हिस्सा नंबर 18 यावरील आदित्य अपार्टमेंट, बिल्डींग नं सी सदनिका नं 207 दुसरा मजला क्षेत्र 55.70 चौ मी कारपेट + 7.95 चौ मी वाल्कनी((Survey Number : 89/18 ;)) 1) 55.70 चौ.मीटर
(5) क्षेत्रफळ	
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	1): नाव:-मे आदित्य डेव्हलपर्स तर्फे मालक श्री नवीन नाराणजी जैन - - वय:-55; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: पटेल प्लाझा कल्याण मुरबाड रोड कल्याण , ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे. पिन कोड:-421301 पॅन नं:-AACPJ0585H
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:-संतोष शिवनारायण झा - - वय:-45; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 404 जे 14 संघर्ष नगर चांदिवली साकी नाका मुंबई , ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुम्बई. पिन कोड:-400072 पॅन नं:-AGQPJ8828D 2): नाव:-सरोज संतोष झा - - वय:-40; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 404 जे 14 संघर्ष नगर चांदिवली साकी नाका मुंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुम्बई. पिन कोड:-400072 पॅन नं:-ASWPJ3280F
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	
(9) दस्तऐवज करून दिल्याचा दिनांक	26/05/2022
(10) दस्त नोंदणी केल्याचा दिनांक	26/05/2022
(11) अनुक्रमांक, खंड व पृष्ठ	12596/2022
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	262500
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेर	



(सही) जी.बी.सप्तदिवे
सह. दुय्यम निबंधक वर्ग २.
कल्याण क्र. २

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

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

(ii)

236
19.4.22

SSL	Code No.	MUM99999	
	File	SA/32204043	
	Ref No.	MPOWER LEAD ID # LA-01064719	
HLSE	SHAHID SIDDIQUI_5839	7900147146	Mohammed.raza@sbicapsec.com
HLMS	IRFAN SARNOBAT_10154	7304775758	Irfan.Sarnobat@sbicapsec.com
HLCM	PREM GIRI	932171151	Prem.giri@sbicapsec.com
HLQM	SUMEET AHER	997373569	

H-68469

As per
19/4/22
Chushb

LOS Number	24001826 ✓	24158259
CRM ID	13224725	L.B.S MARG
Branch Name	TULSI PIPE LINE	Chushb
Branch Code	61526	61526 12703
Source Type	CONNECTOR A/c 41159574672.	

CIF	86567125947	(Call) → 7834284522
Applicant Name	① SAROJ JHA	(86570825910)
Co-Applicant Name	② SANTOSH JHA	
Date of Birth	18/01/1981	10/04/1976
Pan Card Number	ASWPTJ3280F, AGQPJ8828D	
Bank Account Number	32746743145	
E-mail ID	JKESHAV000@GMAIL.COM	
Mobile No.	9136581176	
Loan Amount & Interest Rate	35,00,000/-	
Tenure	20 YEARS	
Connector Name & Code	ASIF KHAN (MUM00005236)	
Proposal Type	HOME LOAN	
Property Final : Yes / No	YES	
RACPC	SION	
RBO		

2019-1.05
446/457/459/465/466/472

CIBL	15/03/22
CRi	
PROCESSING OFFICER	
RES/OFF	CRUX 16/03/22
TIR	S.S.P. 22/03/22

M - A (PERSONAL DETAILS)

Existing Customer Yes No

APPLICANT CO-APPLICANT GUARANTOR

Name: First Name SIARON Middle Name SANTOSH Last Name SHAI

Salutation: Mrs Ms Dr. Other

Marital Status: Single Married Other

Name of Spouse: First Name SANTOSH Middle Name Last Name SHAI

Relation with Primary Applicant (Applicable for Co-applicant/ Guarantor):

Name of Father: First Name TESNARAYAN Middle Name Last Name JHA

Aadhaar / UID No. 279667864103

Passport No.

Voter ID No.

Residential Status: Resident NRI / CIO

Religion: Hindu Islam Christian Sikh Jain Buddhist Zoroastrian Bahaist Judaist Agnosticist Others

Category: SC ST OBC General

PAN No.

Driving License No. ASWPIJ3280F

MGNREGA Job Card No.

Citizenship



SARON SHAI
Please sign here

Residential Address

Present Address: Years at current address Months at current address Residence Type Owned Rented Company Lease

Address 1 404, J/14 SANCHARSH NAGAR CHANDI WALI

Address 2 SAKI NAKA MUMBAT

Address 3

Pincode 400022 Village City MUMBAT

District MUMBAT State MAHARASHTRA Country INDIA

Mobile No. 9136581176 Email ID JKE SHAVOOO@GMAIL.COM

Is the Permanent Address Same as Present Address? Yes No

Permanent Address: (If no, fill below)

Address 1

Address 2

Address 3

Pincode Village City

District State Country

Mobile No. Email ID

Is applicant/co-applicant/guarantor is near relative of any of the director (including Chairman and Managing Director) of SBI/ other Bank? Yes No

Designation Chairman Managing Director Other Director

Name of the Chairman/ MD or other director: First Name Middle Name Last Name

Indicate Name of Bank/ Subsidiary/ Schedule co-operative Banks/ Trustees of Mutual Fund/ Venture Capital Fund.

Relationship with applicant/ co applicant/ guarantor: Spouse (Independent) Daughter's husband Spouse (Dependent) Daughter (including step daughter) (Independent) Mother (including step mother) Brother's wife

FORM - A (PERSONAL DETAILS)

Existing Customer Yes No

APPLICANT CO-APPLICANT

Name: **SANTOSH** (First Name) Middle Name Last Name
 Substitution: Mrs Ms Dr. Other

Marital Status: Single Married Other
 Gender: M F Transgender

Name of Spouse: **SAROS** (First Name) Middle Name Last Name
 Relation with Primary Applicant (Applicable for Co-applicant/ Guarantor):
 Date of Birth: **10/04/1976**

Name of Father: **S.** (First Name) Middle Name Last Name
 Aadhaar / UID No.: **2415 89389132**

Passport No.:
 Voter ID No.:
 PAN No.: **AGQPJ8828D**

Residential Status: Resident NRI / CIO
 Driving License No.:
 MGNREGA Job Card No.:

Religion: Hindu Islam Christian Sikh Jain Buddhist Zoroastrian Bahaist Judaist Agnosticist Others
 Category: SC ST OBC General



Residential Address

Present Address: Years at current address Months at current address Residence Type Owned Rented Company Lease

Address 1: **404, J/114 SANGHARSH NAGAR CHANDI WALI**

Address 2: **SAKI NAKA MUMBAI**

Address 3:

Pincode: Village: City: **MUMBAI**

District: **MUMBAI** State: **MAHARASHTRA** Country: **INDIA**

Mobile No.: **9022956676** Email ID: **JKESHAV000@GMAIL.COM**

Is the Permanent Address Same as Present Address? Yes No

Permanent Address: (If no, fill below)
 Address 1:

Address 2:

Address 3:

Pincode: Village: City:

District: State: Country:

Mobile No.: Email ID:

Is applicant/co-applicant/guarantor is near relative of any of the director (including Chairman and Managing Director) of SBI/ other Bank? Yes No

Designation: Chairman Managing Director Other Director
 Name of the Chairman/ MD or other director: (First Name, Middle Name, Last Name)

Indicate Name of Bank/ Subsidiary/ Schedule co-operative Banks/ Trustees of Mutual Fund/ Venture Capital Fund.

Relationship with applicant/ co applicant/ guarantor

Spouse (Dependent) Daughter (including step daughter) (Independent) Spouse (Independent) Daughter's husband
 Father Brother (including step brother) Mother (including step mother) Brother's wife
 Son (including step-son) (Dependent) Sister (including step-sister) Son (including step-son) (Independent) Sister's husband
 Sister (including step-sister) of spouse