

ज्योती अनिल वनकुद्रे

वकील उच्च न्यायालय (बी.ए.एल.एल.बी.)

मोबाईल न. ७२०८१८५७२१ / ९०४९२३२५२१

कार्यालयाचा पत्ता : द ऍड्रेस, फेस २, विंग बी, शॉप न.००६, तळ मजला, डायरे चौक, दत्त मंदिर जवळ, मांजर्ली बदलापूर पश्चिम ४२१५०३

Email:- Advjyoti2008@gmail.com

कन्व्हेयन्सडीड, विकसित करारनामा, कुलमुखत्यारपत्र, प्रतिज्ञापत्र, मृत्युपत्र, सोसायटी रेजिस्ट्रेशन, सदिनका, गाळा, जिमनीचे रेजिस्ट्रेशन, स्टॅम्पड्युटी रिफंड, नोटीस ऑफ इन्टिमेशनचे दस्त तयार करून नोंदणीकृत करून मिळतील. तसेच सर्व प्रकारचे सिविल, कौटुंबिक, घटस्फोट, विल प्रोबेट, वारसदाखला आणि सर्व प्रकारची कायदेशीर कामे करून दिली जातील.

Original/Duplicate

इतर पाबती

नोंदणी क्रं. :39 Regn.:39N पावती कं.: 5807 दिनांक: 19/04/2024

साबर करणा याचे ताल संजय कुभार - -वर्णन

> दस्त हाताळणी फी पृष्ठांची संख्या: 14

> > एक्षा

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1); देयकाचा प्रकार: DHC रक्कम: रु.280/-

⊌hasnagar

बैंकेचे नाच व पत्ता

डोडो,धनादेश,पे ऑर्डर कमान: 0-424196805125 दिनोक: 19/04/2024

उल्हासनगर क्र. 4

541/5387 इतर पावती Original/Duplicate Friday,19 April 2024 1:27 PM नोंदणी क्रं. :39म Regn.:39M पावती क्रं.: 5807 दिनांक: 19/04/2024 गावाचे नाव: -मांजलीं दस्तऐवजाचा अनुक्रमांक: उहन4-5387-2024 दस्तऐवजाचा प्रकार: करारनामा सादर करणाऱ्याचे नाव: संजय कुमार - -वर्णन दस्त हाताळणी फी ₹. 280.00 पृष्ठांची संख्या: 14 एकूण: ₹. 280.00 1); देयकाचा प्रकार: DHC रक्कम: रु.280/-डीडी/धनादेश/पे ऑर्डर क्रमांक: 0424196805125 दिनांक: 19/04/2024 उल्हासनगर क्र. 4 बॅकेचे नाव व पत्ता:

Lalence ID		मूल्याकन पत्रक	(शहरी क्षेत्र - बांधीव)			
aluation ID	202404186565		(1414)		18 April	2024,02 37 51 P
मूल्याकनाचे वर्ष जिल्हा मूल्य विभाग उप मूल्य विभाग क्षेत्राचे नांव	A Class Palika	र्गी गावातील संपुर्ण मिळकती	बर /न भू क्रमांक	सर्व्हे नंबर#।		
वार्षिक मूल्य दर तक्त खुली जमीन 1048त बांधीव क्षेत्राची माहित	निवासी सद्गिका 50400	कार्यालय 57400	दुकाने 72000	औधोगीक 57900	मोजमापन चौ मीटर	गाचे एकक
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गजला निहाय घट/व	कतीचा प्रति चौ भीटर मूल्यदर	= 105 / 100 Appl (((वार्षिक मूल्यदर-	y to Rate= Rs 52920/- खुल्या जिमनीचा दर) * घसा 80) * (100 / 100)) + 104 मेळकतीचे क्षेत्र	-यानुसार टक्केवारी)+ खुल 180)	या जिमनीचा दुर)	
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CHALLAN MTR Form Number-6



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	Stamp Duty				TAX ID / TAN	(If Any)						
of Paym	nent Registration Fee	•			PAN No.(If App	licable)						
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					Premises/Bui	Iding	FLOOR, FLAT NO	,706				
	Account Head De	tails		Amount In Rs.								
046401	Stamp Duty			217300.00	Road/Street		MANJARLI					
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Mobile No. : 7208185 artment ID : IE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. द चलन केवळ दुय्यम निबंधक कार्यालयात नोदणी करावयाच्या दस्तासाठी लागु आहे . नोदणी न करावयाच्या दस्तासाठी सदर चलन लागु 1

Ward No. Village Market Value Actual Value Flat Area

:- MANJARLI :- 31,26,000/-:-Rs.36,20,200/-:- carpet area of 40.12 Sq. Mtrs. Exclusive Balcony area 7,95 Sq. Mts. Exclusive EP area 5.63 Sq. Mts.

AGREEMENT FOR SALE

THIS ARTICLE OF AGREEMENT made at Village – MANJARLI, Taluka – Ambernath, Dist – Thane; on this 18TH day of APRIL 2024.

BETWEEN.....

SADGURU ASSOCIATE a Partnership Firm Through its Partner MR. PRAVIN M. PATEL, Aged 52 Years, Occu-Business, having its office at :- 107, Sadguru Heritage, Near Cancer Hospital, Manjarli Badlapur (W) Tal-Ambernath Dist- Thane. Hereinafter called and referred to as "The PROMOTER/BUILDER" (which expression shall unless it be repugnant to the context or meaning thereof mean and include the partner or partner for the time period of the said firm, the Survivor of them and their heirs, executors administrators of the last survivor and their/his or her assigns of the ONE PART. PAN CARD NO. ACHFS0873N

1. MR. SANJAY KUMAR, Age 50 Years, Occu:- SERVICE, PAN CARDINO. BHZPK7571F,

2. MRS. REENA SANJAYKUMAR SAROJ, Age 34 Years, Occu:- Housewife PAN CARD NO. FFYPS1701A, Both R/at:- B 603, SHIV DARSHAN COMPLEX, MANJARLI, VALIWALI ROAD, NEAR SHASHWAT PARK, BADLAPUR (W) THANE MAHARASHTRA, 421503. Hereinafter referred to as "The FLAT PURCHASERS" (Which expression Shall unless the context admit includes his/her/their heirs, executors, administrators and assigns) of the OTHER PART.

WHEREAS according to 7/12 extract issued by Talathi Saja Manjarli the said land bearing Gat No. 1, Hissa No. 3 Area admeasuring 3000 Sq.Mtrs. Asst.4 Rs-10Paise situated at Village MANJARLI ,Taluka- Ambernath Dist- Thane. are owned by 1) Shri. DevendraVishwas Kale 2) Mrs. VijayaVishwas Kale 3) Mrs. BhagyashreeShailesh Powle 4) Mrs. NehaNitinDhotre. (hereinafter referred as "said land" more particularly described in Schedule-I)

AND WHEREAS according to Development Agreement dated 04/07/2009 Registered at the office of Sub-registrar Ulhansagar-2 at serial no. 03876/2009 between 1) Shri. DevendraVishwas Kale 2) Shri.VishwasDwakanath Kale 3) Mrs.VijayaVishwasKale (As owners) & M/s. Sunrise Construction Partnership Through Its Partner 1) Shri. DamjiShamji Patel 2) Shri.UmeshDamji Patel 3) Shri.SanjayHiralalDargad (HUF) Through Karta (As a Developers) for the land bearing Gat No. 1, Hissa No. 3 Area admeasuring 3000 Sq.Mtrs. Asst.4 Rs-107Paise situated at Village MANJARLI ,Taluka- Ambernath Dist- Thane. The said land owners have granted full rights and authority for Development of the Said land in favour of Developer for security deposit of Rs. 50,00,000/-(Rupees

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Fifty Lacs Only) and kind consideration of total 8500 Sq. Ft. Carpet of salable area out of total Fifty Lacs Only) and kind consideration of total salable area upon said land to owner FREE OF COST more particularly mentioned in the said Development Agreement.

AND WHEREAS according to Confirmation Deed dated 09/07/2009 Registered at the office of Sub-registrar Ulhansagar-2 at serial no. 03976/2009 between 1) Mrs. BhagyashreeShaileshPowale 2) Mrs. NehaNitinDhotre(As a Party of First Part) &M/s. Sunrise Construction Partnership Through Its Partner 1) Shri. DamjiShamji Patel 2) Shri. UmeshDamji Patel 3) Shri. SanjayHiralalDargad (HUF) Through Karta (As a Party of Second Part/ Developers). The Party of first part have confirm the Development Agreement dt. 04/07/2009 registered at serial no. 3876/2009 execute in favour of Developers.

AND WHEREAS according to Mutation entry no. 1710 certified by Circle Officer Ambernath on dt. 03/12/2014 The Co-owner Shri. Vishwas Dwarkanath Kale had expired on dtd. 12/01/2010 leaving behind following legal heirs :-

- 1) Smt. VijayaVishwas Kale (Wife)
- 2) Shri. DevendraVishwas Kale (Son)
- 3) Mrs. BhagyashreeShaileshPowale (Daughter)
- 4) Mrs. NehaNitinDhotre (Daughter)

WHEREAS according to 7/12 extract issued by Talathi Saja Manjarli the said land bearing Gat No. 1, Hissa No. 3/A Area admeasuring 100 Sq.Mtrs. Asst. ORs - 09Paise.Situated at Village MANJARLI, Taluka- Ambernath Dist- Thane.are owned by 1) Smt. NirmalaPandurangGaikar 2) VandanaSantoshGaikar 3) Asha @Rekha Manoj Jadhav 4) Pallavi Ganesh Harne. (hereinafter referred as "said land" more particularly described in Schedule-II)

AND WHEREAS according to Mutation entry no. 1720 certified by Circle Officer Ambernath. Shri.PandurangNavsuGaikar had expired on dt. 02/04/2009 and leaving behind following iegal

Singuitraala andurang Gaikar (Wife) kha Mand dhav उहन - ४ ane n'Harne (1) (1) (ter)

WHEREAS according to Agreement For Sale (SatheKarar) dated 23/12/2014, office of Sub-Registrar Ulhasnagar-2 at serial no. 12107/2014 between 1) Smt. NirmalaPandurangGaikar 2) VandanaSantoshGaikar 3) AshaRekha Manoj Jadhav 4) Pallavi Ganesh Harne (As a Vendors) && M/s. Sunrise Construction Through Its Partner Shri.SanjayHiralalDargar (As a Purchaser) for land bearing Gat No. 1, Hissa No. 3/A Area admeasuring 100 Sq. Mtrs. Asst. ORs-O9Paise . Situated at Village MANJARLITal Ambernath Dist Thane. the said land is sold by the vendors to the purchaser, And Subsequently Power of Attorney dated 23/12/2014, is also granted by the land owners 1) Smt. NirmalaPandurangGaikar 2) VandanaSantoshGaikar 3) AshaRekha Manoj Jadhav 4) Pallavi Ganesh Harne Ulhasnagar-2 at serial no. 12108/2014 to Shri. Hitesh Chhganlal Patel (As Power of Attorney Holder) for land bearing Gat No. 1, Hissa No. 3/A Area admeasuring 100 Sq.Mtrs. Asst. ORs-09Paise Situated Village VALIVALI Tal Ambernath Dist-Thane.

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AND WHEREAS according to Sub-Development Agreement dated 10/06/2015 Registered at the office of Sub-registrar Ulhansagar-2 at serial no. 5352/2015 between M/s. Sunrise Construction Through Its Partner Shri. Sanjay HiralalDargad (HUF) Through Karta (As a Developers) &M/s. Sadguru Associate Through Its Partner 1) Shri. Kiritkumar R. Patel 2) Shri. Sanjay Narsinh Patel (As a Sub-Developers) for land bearing 1) Gat No. 1 Part 3 A admeasuring 100 Sq. Mtrs. Asst. 0 Rs. 09 Paise. 2) Gat No. 1/3 Area Admeasuring 3000 Sq. Mtrs. Asst. 4 Rs. 10 Paise situated at Village MANJARLI , Taluka- Ambernath Dist- Thane. According to the said Development Agreement the Developer granted Development right in favour of Sub-Developers regarding land bearing 1) Gat No. 1 Part 3 A admeasuring 100 Sq. Mtrs. Asst. 0 Rs. 09 Paise. 2) Gat No. 1/3 Area Admeasuring 3000 Sq. Mtrs. Asst. 4 Rs. 10 Paise situated at Village MANJARLI , Taluka- Ambernath Dist- Thane. for kind consideration of 48.50% constructed area out of total area free of cost as ownership basis, & simultaneously Power of Attorney is also granted by Sub-Developer mentioned above in favour of Developers i.e. Sadguru Associates Through Its Partner 1) Shri. Kiritkumar R. Patel 2) Shri. Sanjay NarsinhPatel on dated 10/06/2015 duly registered at the Office of Sub-Registrar Ulhasanagar-2 under Serial No. 5353/2015 for enabling the developers for the Development of the said land & also granted all rights & powers regarding said land.

AND WHERES, accordingly Building Permission has been granted by Kulgaon Badlapur Municipal Council under order bearing No. Javak No. KBNP/NRV/BP/3636/2016-17 Unique No. 20 Dated 06/05/2016. The said authority have granted construction permission for construction of land bearing Gat No. 1 Part 3 & Gat No. 1/3 A Area Admeasuring 3100 Sq. Mtrs. situated at Village MANJARLI, Taluka- Ambernath Dist- Thane. Out of Area Admeasuring 1373.15 Proposed Area of Stilt, Ground + Fourth Floor (Wing A- Stilt, Ground + Fourth Floor)

AND WHEREAS Certificate issued by Tahsildar Ambernath on dated 31/12/2016 bearing no. Mah/K-1/T-3/Jaminbab/Kavi/252/2016 to planning authority chief officer Kulgaon Badlapur Municipal Council and declare that the said land is free hold and no charge on the said land.

AND WHEREAS, the Property bearing Gut No. 1, Hissa No. 1/2, area admeasuring about OH 36 Gunthes 00 Prati, Assessment 4.08 Paise, lying and being at <u>Village:-Manjarlee, Taluka:-Ambernath, Dist:-Thane, was</u> previously owned by Mr. Rama BaljiMhatre and Mr.LaxmanBaljiMhatre and they sold 40 Gunthes land to Smt. Sushilabai Babu Shetty by registered sale Deed bearing Old reg. No. 1968/1985, having new reg. No. 2072/1987, dated 08-05-1987.

And whereas, out of the above 40 Gunthes land 04 Gunthas land has been acquired by Water supply department and name of the Water supply dept. Las been mutated on 04 Gunthas land by mutation entry No. 983 of Village Manjades Smt. Sushifa Babu Shetty executed an will during her lifetime and as per the will bearing No. 3683/2003, dated 10/04/2003 the said property i.e. 3600 sq. Mtrs. Land has been transferred in the name of Eknath Babu Shetty and Javataxmi Dineshchandra Hegade, by mutation entry No. 316 of Village Manjades.

And whereas, EknathBabuShetty and Layalaxmin Dineshchandra Hegade, sold 1305 Sq. Mtrs. Land to M/s. Sai Samarth construction to ough its parters Mr. Dhiraj Prakash Patil and Laxman Arjun Vispute by registered sale Deed bearing No. 413/2015, dated 21/05/2015 and name of the purchaser has been transferred on 1305 Sq. Mtrs by mutation entry No. 1723 of Village Manjarlee. Mr. Eknath Babu Shetty also expired on 11/08/2005 but he also executed an will during his lifetime and as per the will bearing No. 0045/2015, the said property has been transferred in the name of Padma Shashi Shetty and 04 others by mutation entry No. 1770 of Village Manjarlee.

Thereafter Padma Shashi Shetty and 05 others, had given the said balance 2295 Sq. Mtrs land for development to Sadguru Associate through its partners Mr. Kirit R. Patel and Sanjay N.

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Patel which is registered at Jt. Sub Registrar Ulhasnagar 2 bearing No. 4745/2019, dated 29.03.2019 and also grant the Irrevocable power of Attorney to Sadguru Associate through its partners Mr. Kirit R. Patel and Sanjay N. Patel which is registered at Jt. Sub Registrar Ulhasnagar 2 bearing No. 4746/2019. (hereinafter referred as "said land" more particularly described in Schedule-III)

And Whereas, Sadguru Associate has applied for revised building Permission by using the above land mentioned in (Schedule-III) and the revised Commencement Permission has been issued by Kulgaon Badlapur Municipal Council bearing Outward No. KBNP/NR/B.P/10387/2019-20, Unique No.94, dated 02/12/2019.

AND WHEREAS, the Promoter has purchased the <u>TDR of 1400.15 Sq. Mtrs</u> from M/s. Metro Realty Developers by registered agreement for TDR bearing No. 8670/2022, dated 19/5/2022 of Survey No. 105a, Hissa No. 19, Plot No. 17 of Village Belavali and also purchased the <u>TDR of 553 Sq. Mtrs</u> from ShridharDattatrayapte though his power of attorney Holder M/s. Padmavati Developers through Prop. SainathGurunathShete by registered agreement for TDR bearing No. 8667/2022, dated 20/5/2022 of Survey No.48, Hissa Nc. 9, of Village Kulgaon.

And Whereas, Sadguru Associate has applied for further revised building Permission by using the above TDR and the revised Commencement Permission has been issued by Kulgaon Badlapur Municipal Council bearing Outward No. KBNP/NR/B.P/450/2022-23, Unique No. 144, dated 14/10/2022.

AND WHEREAS Promoter are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Promoter is in possession of the project land.

AND WHEREAS the Promoter has proposed to construct on the project land under their project named and marketed as "THE ADDRESS PHASE III, WING C" (hereinafter referred to as "the said Complex") on the said land bearing 1)Gat No. 1/3 Area Admeasuring 3000 Sq. Mtrs. Asst. 4 Rs. 10 Paise, 2) Gat No. 1 Part 3 A admeasuring 100 Sq. Mtrs. Asst. 0 Rs. 09 Paise 3)Gut No. 1, Hissa No. 1/2, area admeasuring about 0H 22 Gunthes 95 Prati, i.e. 2295 Sq. Mtrs., Assessment 4.08 Paise, situated at Village MANJARLI Tal- Ambernath Dist- Thane (more particularly set out and described in the 'FIRST SCHEDULE' written hereunder), which shall consists of 02 Wings i.e. Wing A- having Stilt, Ground + Seven Floor & Wing B- Stilt, Ground + Ten Floor and Type D- having Groung _+ One Floor

AND WHEREAS walle sanctioning the said Plans, has land down certain terms, conditions, stipulations and sestractions which are to be observed and performed by the Promoters and performed.

AND WHEREAS Allotted six are offered flat bearing No. 706 on 7TH Floor (along with the said Flat) (hereinsteen flat bearing No. 706 on 7TH Floor (along with the said Flat) PHASE III" (hereinsteen referred to as the "SAID FLAT") in the Wing "C" of complex Known As "THE ADDRESS 40.12 Sq. Mtrs. constructed in the phase of said project by the Promoter.

AND WHEREAS the Promoter has entered into a Standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the

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AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai No. P51700050566 Authenticated copy is attached in Annexure 'F".

AND WHEREAS to structural design. supervision of the building/buildings.

romoter has appointed a structural Engineer for the preparation of the drawings of the buildings and the Promoter accepts the professional Architect and the structural Engineer till the completion of the

AND WHEREAS by to sell the Clats (project land and receive the sale co

AND WHEREAS on . prepared by the Pron specified under the R

as "the said Act") and

ue of the Development Agreement the Promoter has sole and exclusive right tments) in the said building/s to be constructed by the Promoter on the nter into Agreement/s with the Allottee(s)/s of the Flats (Apartments) to feration in respect thereof;

and from the allottee, the Promoter has given inspection to the Allottee of all the documents of the relating to the project land and the plans, designs and specifications er's Architects MR. S.M. KHAMBAYAT and of such other documents as are Estate (Regulation and Development) Act. 2016 (hereinafter referred to e Rules and Regulations made thereunder;

AND WHEREAS t Promoter, authen revenue record s Flats (Apartments marked as Annex AND WHEREAS th Local Authority h. AND WHEREAS T and according to provided for on the AND WHEREAS t purchased by the and marked a. Ann

thenticated copies of Contact ate of Title issued by the Advocate of the d copies of extract of Village Forms VI and VII and XII or any other relevant ing the nature of the title of the Promoter to the project land on which the constructed have been annexed hereto and re constructed or are to 'A' and 'B', respectively lans of the Layout as approved by the concerned ithenticated copies of the been annexed hereto arke as Annexure C-1. uthenticated copies of anct aned plans of the building by the Promoter ch the construction buildings and open spaces are proposed to be

oroject have been xed Preto and marked as Annexure C-2. menticated copie he lans (Floor Plan) of the Flatagreed to be ee, as sanctioned proved by the local authority have been annexed

AND WHEREAS The to the pl th sp halar vals

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noter has got some of the approvals from the concerned local authority(s) cations, elevations, sections and of the said building/s and shall obtain the various orities from time to time, so as to obtain Building Completion Certifice of the said Building.

AND VALLERFAS 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 perfermance 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 Prom geosed pl ing. building/s in accordance with the sai

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has ace refreely commenced construction of the said

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AND WHEREAS the Allottee has applied to the 7TH Floor in Wing- C situated in the project known as "THE ADDRESS PHAS in the said Project.

Bromoter for allotme being constructed

AND WHEREAS the carpet area of the said Flat is 40.12 square meters and "carpet area" means the net usable floor area of Flat (Apartment), excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Flat.

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.05,00,000/- (Rupees FIVE LAKHS Only), being part payment of the sale consideration of the Flat agreed to be sold 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, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Flat (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 Flat and the garage/covered parking (if applicable)

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

The Promoter shall construct the said building/s consisting of 2 Wings and Type D Building 1. The project and in accordance with the plans, designs and specifications as approved the concerned of authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the flat of the Allottee except any alteration or addition equired by any Government aut Bottlesor durate change in law.

The Allottee here wagrees to purchase from the Promoter and the Promoter hereby agrees to the Altotree Flat No.706 of Carpet Area admeasuring of carpet area of 40.12 Sq. Mtrs, Exclusive Balcony area 7.95 Sq. Mts., Exclusive EP area 5.63 Sq. Mts., on 7TH Floor of complex known as ""THE ADDRESS PHASE III"" in "C" wing (hereinafter referred to as "the Flat ") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs.36,20,200/- (Rupees THIRTY SIX LAKHS TWENTY THOUSAND TWO HUNDRED Only) including 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.

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Flat bearing No. 706 situated at MANUARY Case



- xiv) 1% Amount of the total consideration (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the 11" slabof the building in which the said Apartment is located.
- xv) 1% Amount of the total consideration (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the 12% slab/terrace of the building in which the said Apartment is located.
- xvi) 1 % Amount of the total consideration (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the 13th slab of the building in which the said Apartment is located.
- **xvii) 1 % Amount of the total consideration** (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the 14thslab of the building in which the said Apartment solutions.
- **xviii) 1 % Amount of the total consideration** (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the 15thslab of the building in which the said Apartment is located
- **xix)** 5% Amount of the total consideration amount (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- **xx)** 5% Amount of the total consideration amount (not exceeding 80% of the total consideration to be paid to the Promoter on completion of the sanitary fittings, staircases, lift, wells, lobbies up to the floor level of the said Apartment.
- **xxi)** 5% Amount of the total consideration amount(not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, terraces with waterproofing, of the building or wing in which the said Apartment is located.
- **xxii)** 10% Amount of the total consideration amount (not exceeding 95% of the total consideration to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
- **xxiii)** Balance Amount i.e5% Amount of the total consideration amount against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

The Allotee/Purchaser herein shall pay the aforesaid consideration to the Promoter/Developer herein on due date or within 8(eight) days from the Allottee/Purchaser receiving the written intimation by email/courier/post from the Builder/Promoter asking the Allottee/Purchaser to make the payment.

(If there is a delay by the Allottee to pay the consideration amount as per the above Plan, the Promoter is Having right to recover the said amount with 1% Per month on the due amount, and the alloter will not take objection for the same).

(The Chaque do DIPAY ORDER OF THE CONSIDERATION AMOUNT HAS TO BE DRAWN OF THE FOLLOWING ACCOUNT):

"SATEGURU ASSOCIATE"

"SATEGURU ASSOCIATE"

IFSC COOLO, BKIDGOOO181.

BANK NAME:- BANK OF INDIA.

ent Actount NO. - 01812

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 Flat (Apartment).

- 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 imposed by the competent authorities etc., the Promoter shall enclose the said into the competent authorities etc., the Allottee, which shall only be applicable on subsequent payments
- 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 % 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.
- 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 <u>variation cap of three percent</u>. 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 the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- 1(h) 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.
- 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 Flat(Apartment) to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat(Apartment).
- Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and landing over the Fiat (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").

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- The Promoter hereby declares that the Floor Space Index available as on date in respect of 3. the project land is 5395 square meters only and Promoter has planned to utilize Floor Space Index of 855 by availing of Premium IDR 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 has disclosed the Floor Space Index Sq. Mtrs as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Flat (Apartment) based on the proposed construction and sale of Flats (Apartments) to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
- If the Promoter fails to abide by the time schedule for completing the project and handing over the Flat (Apartment) to the Allottee, the Promoter agrees to pay to the Allottee, who 4.1 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 become 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.
- 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 4.2 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 Flat Subject from which may till then have been paid by the Allottee to the Promoter.

The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like more lifts with particular brand, or price range to be provided by the Promoter in aid building and the Flot (Apartment) as are set out in Annexure 'E', annexed hereto. Promoter shall give possession of the Flat (Apartment) to the Allottee on or before 31 December 2026 of the Promoter fails or neglects to give possession of the Flat (Apartment) to the Allottee on account of reasons beyond his control and of his agents by the aforesaid

the Promoter shall be liable on demand to refund to the Allottee the amounts

- The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 5395 square meters only and Promoter has planned to utilize Floor Space Index of 855 by availing of Premium TDR 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 has disclosed the Floor Space Index of ______ Sq. Mtrs as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Flat (Apartment) based on the proposed construction and sale of Flats (Apartments) to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
- over the Flat (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 become due and payable by the Allottee to the Promoter allottee(s) to the Promoter.

 4.2 Without prejudice to the great of the great
- 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 terminate this.

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 end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the liquidated damages or any other amount which may be payable to Promoter) within a subject to adjustment of sale consideration of the Flat

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/Plot] to the total carpet area of all the Flats/Shops (Apartments) in the Project.

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, at Badlapur. 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 Badlapur.

- 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 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:

Name of Allottee :- 1. MR. SANJAY KUMAR

2. MRS. REENA SANJAYKUMAR SAROJ

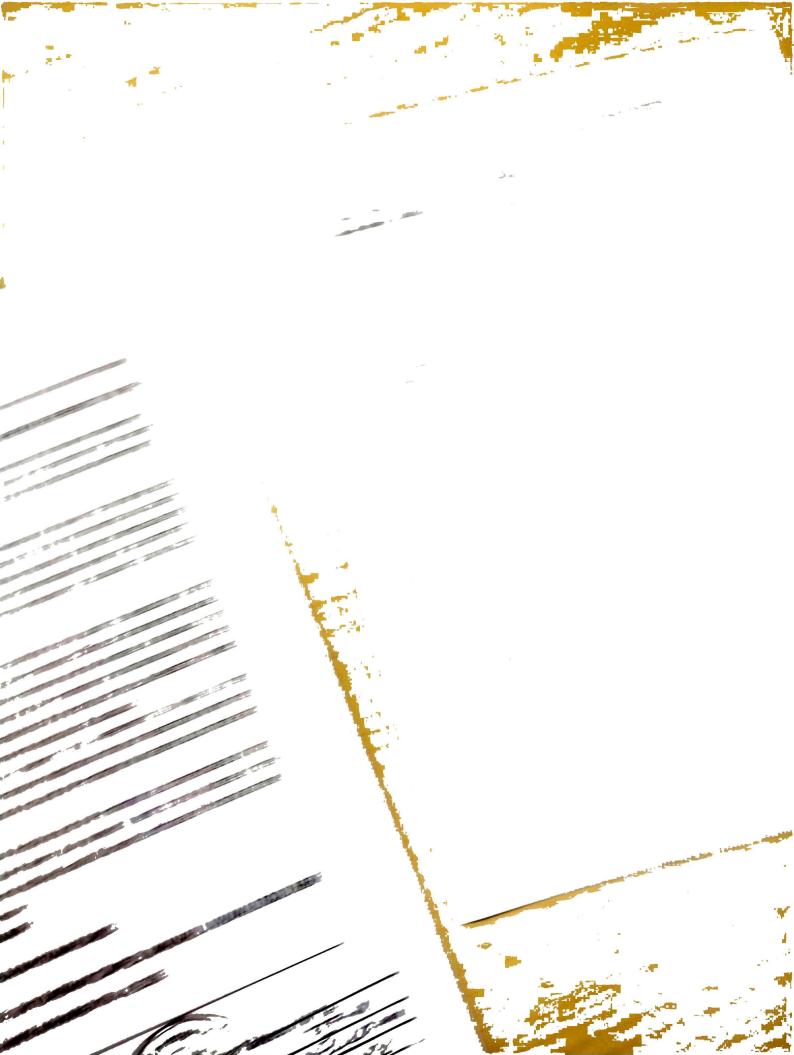
(Allottee's Address) Both R/at:- B 603, SHIV DARSHAN COMPLEX, MANJARLI, VALIWALI ROAD, NEAR SHASHWAT PARK, BADLAPUR (W) THANE MAHARASHTRA, 421503.

Notified Email ID:
Promoter name :SADGURU ASSOCIATE a Partnership Figure Registrar Communication of the Promoter name is a partnership Figure Registrar Communication of the Promoter name is a partnership Figure Registrar Communication of the Promoter name is a partnership Figure Registrar Communication of the Promoter name is a partnership Figure Registrar Communication of the Promoter name is a partnership Figure Registrar Communication of the Promoter name is a partnership Figure Registrar Communication of the Promoter name is a partnership Figure Registrar Communication of the Promoter name is a partnership Figure Registrar Communication of the Promoter name is a partnership Figure Registrar Communication of the Promoter Name Registrar Communicati
having its office at :- 107, Sadguru Heritage, Near Conser Hospital, Manjarli Badlapur (W) Tal-
Notified Email ID: -
It shall be the duty of the Allottee and the promoter to inform each other of any change in

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

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28. JOINT ALLOTTEES:-



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/Plot] to the total carpet area of all the Flats/Shops (Apartments) in the Project.

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, at Badlapur. 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 Badlapur.

- 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 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:

Name of Allottee :- 1. MR. SANJAY KUMAR

2. MRS. REENA SANJAYKUMAR SAROJ

(Allottee's Address) Both R/at:- B 603, SHIV DARSHAN COMPLEX, MANJARLI, VALIWALI ROAD, NEAR SHASHWAT PARK, BADLAPUR (W) THANE MAHARASHTRA, 421503.

Notified Email ID:
Promoter name :SADGURU ASSOCIATE a Partnership Fire Sub Registrar Class
having its office at :- 107, Sadguru Heritage, Near Conser Gospital, Manjaci Badlapur (W) Talage Ambernath Dist- Thane
Notified Email ID: -
and the proporter to higger each other of any change in

the Promoter may cancel the allotment of the [Apartment] in favour of the Allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

DETAILS OF THE LAND MENTIONED IN FIRST , SECOND & THID SCHEDULE ABOVE REFERRED TO:

(Description of the Property)

That piece of land lying being and situated at Situated at VillageMANJARLI Taluka–Ambernath, District–Thane, Maharashtra; within the local limit of Kulgaon Badlapur Municipal Council

Gat No.	Hissa No.	Area	Asst
1	3	3000 Sq. Mtrs	4 Rs 10 Paise.
1	3A	admeasuring 100 Sq. Mtrs	0 Rs. 09 Paise
1	1/2	2295 Sq. Mtrs out of 36 Gunthes	4 Rs. 08 Paise.

Gat no 1 Hissa No 3 Bounded as follows:-

EAST : Property of Gut.2 (Part) Shri. Manohar Mhaskar

WEST : Property of Gut.1 (Part) Shri. EknathShetty

SOUTH

: Property of Gut.1 (Part) Shri. EknathShetty

NORTH

: Gavthan Road.

Gat no 1 Hissa No 3A Bounded as follows:-

EAST : Property of Gut.2 (Part) Shri. Manohar Mhaskar

WEST: Property of Gut.1 (Part) Shri. Devendra Kale

SOUTH

: Property of Gut.1 (Part) Shri. Devendra Kale

NORTH

: Gavthan Road

NORIF	. Gavthan Road	_					
Gat no	1 Hissa No. 1/2 Bounde	ed as follows:-	Sul	Registrar			
EAST	: Property of		Sir Sir	M. S. 348	C. C. C.		
WEST	: Property of		The state of the s	Part of	J. 1. 13	उहन-४	\$
SOUTH	: Property of _		10 B			5×340	२०२४
NORTH	:		le as le se	ing yi Indianing		De y	<u>×</u> .
		*		راه سال	* 1		
	тн	IE FOURTH SCHEDUL	E OF THE F	PROPERTY:			

(description of the said "FLAT")

All that

	40.12 sq.mt. carpet area as per Maha RERA Act,
Area	40.12 sq.mt. carpet area as per Maha KETVV 1
	2017.
Exclusive facility	Balcony Area 7.95. sq. Mtrs. E.P. Area 5.63 sq. Mtrs.

IN WITNESS WHEREOF the parties have set and subscribed their respective hands and seals to this writing on the day and the year first hereinabove mentioned.

SIGNED & DELIVERED BY

The Within named PROMOTERS

SADGURU ASSOCIATE

a Partnership Firm Through its Partner

MR. PRAVIN M. PATEL





SIGNED & DELIVERED BY

The Within named THE FLAT/

SHOP PURCHASER/S / ALLOTTEES

1) MR. SANJAY KUMAR





Ree ha sayo



2) MRS. REENA SANJAYKUMAR SAROJ

Witness Sign

1.Name:-

Vankuan

2. Name :- Ra



RECEIPT

RECEIVED of from the Flat Purchaser / Allottee above named the sum of Rs.05,00,000/(Rupees FIVE LAKHS Only) by cheque in following manner:-

Date	Amount	Cheque No./Cash	Name of Bank
07/04/2024	05,00,000/-	949908	SBI

in Regarding Flat No.706 on 7TH Floor of Building Wing "C" of complex known as "THE ADDRESS" which is to have Total carpet area of 40.12 Sq. Mtrs., exclusive balcony area 7.95 Sq. Meters exclusive EP area 5.63 Sq. Meters constructed on 1)Gat No. 1/3 Area Admeasuring 3000 Sq. Mtrs. Asst. 4 Rs. 10 Paise, 2) Gat No. 1 Part 3 A admeasuring 100 Sq. Mtrs. Asst. 0 Rs. 09 Paise 3)Gat No. 1/1/2 Area Admeasuring 2295 Sq. Mtrs. Asst. 4 Rs. 08 Paise, situated at Village MANJARLI Tal- Ambernath Dist- Thane being the sum of earnest part payment paid to us as within mentioned.

I say Received

SADGURU ASSOCIATE, a

Partnership Firm through its Partner

THE PROMOTER/BUILDER

Witness:

Sign

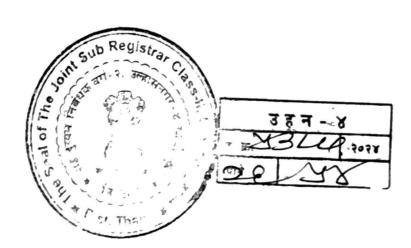
1. Name : Jam Valleuk

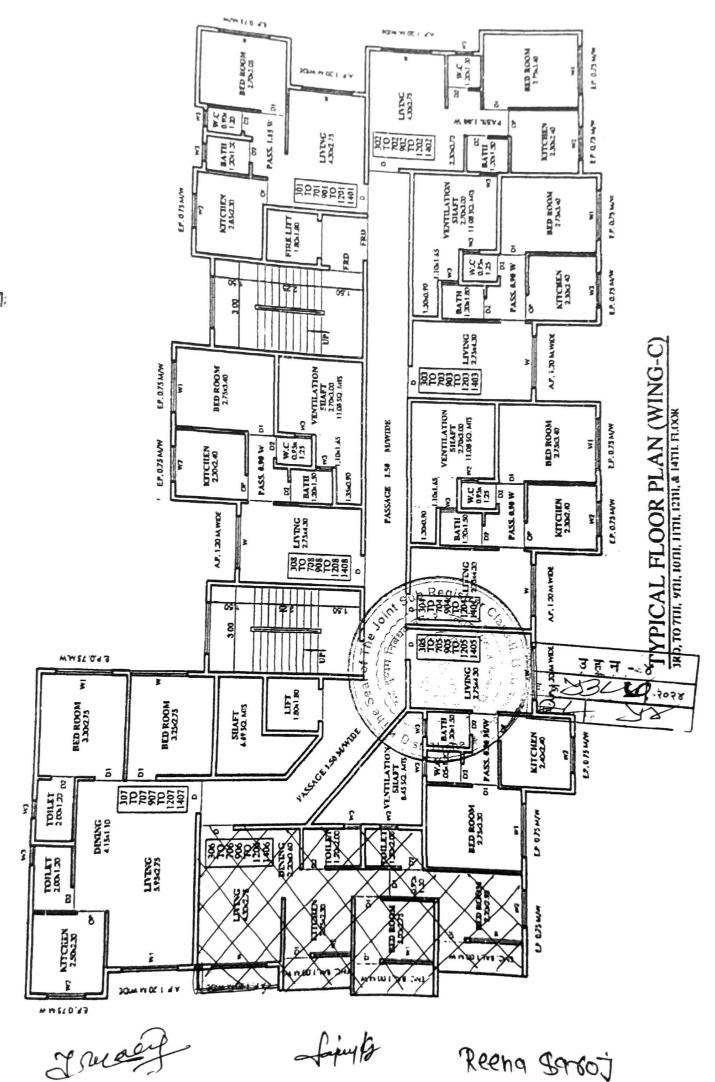
R/at:- 1900 CUPUT

Sign Romanane

2. Name- Rashmi Sonawane

R/at:- Badlapur (4)







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: **P51700050566**

Project: The Address Wing C Phase III , Plot Bearing / CTS / Survey / Final Plot No.: Gut no. 1 Hissa no 1/2, 3 & 3A at Badlapur (M Cl), Ambarnath, Thane, 421503;

- 1. **Sadguru Associate** having its registered office / principal place of business at *Tehsil: Ambarnath, District: Thane, Pin: 421503.*
- 2. This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with the allottees;
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;

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

- The Registration shall be valid for a period commencing from 21/04/2023 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.
- 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 proporter, the Authority may take necessary action against the promoter including revoking the registration granted hereing per the Authority may take necessary action against the promoter including revoking the registration granted hereing per the Authority may take necessary action against the promoter including revoking the registration granted hereing per the Authority may take necessary action against the promoter including revoking the registration granted hereing per the Authority may take necessary action against the promoter including revoking the registration granted hereing per the Authority may take necessary action against the promoter including revoking the registration granted hereing per the Authority may take necessary action against the promoter including revoking the registration granted hereing per the Authority may take necessary action against the promoter including revoking the registration granted hereing per the Authority may take necessary action against the promoter including revoking the registration granted hereing per the Authority may take necessary action against the promoter including revoking the registration granted hereing per the Authority may take necessary action against the promoter including the registration granted hereing per the Authority may take necessary action against the promoter including the registration granted hereing per the Authority may take necessary action against the promoter including the registration granted hereing per the Authority may take necessary action against the promoter including the registration granted hereing per the Authority may take necessary action against the promoter action against the promoter including the registration granted hereing per the promoter action against the promoter action action against the promoter action actio

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Dated: 21/04/2023 Place: Mumbai Dr. Vasan remanand Prabhu (Secret MahaRERA) Date:21-04-2023 17:44:52

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



Mob. No.: 9226224706 Prasad G. Shelke

ADVOCATE HIGH COURT

Office: Madhukunj Apt., 203, Second Floor, Above Saraswat Bank, old Katrap Road, Badlapur (E) - 421 503. Email id - adv.prasadshelke@yahoo.com

Ref No. :

Date :- 25/1 /20 23 .

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... FLOW OF THE TITLE OF THE SAID LAND :-

- The 7/12 extract of Village Valivali bearing (1) Gut No. 1, Hissa No. 3/A, area admeasuring about 0H-01R-00 Prati, Assessment 86.00 Paise, (2) Gut No. 1, 1. Hissa No. 1/2, area admeasuring about 2295 Sq. Mtrs out of 3600 Sq. Mtrs Assessment 3.60 Paise, (3) Gut No. 1, Hissa No. 3, area admeasuring about 0H-30R-00 Prati, Assessment 86.00 Paise, Situated On the date of Application of the registration stands in the name of various land owners mentioned above in Caluse No. II.
- Mutation Entry No :- Mutation number 519, Mutation number 628, Mutation number 1720, Mutation number 1982, Mutation number 2. 1982, 519, 588, 762, 983, 1055, 1231, 1319, 1770, Manjarlee, Tal-Ambernath, Dist-Thane.

From the perusal of the above mutations it appears that the land bearing Gat No. 1, Hissa No. 3 Area admeasuring 3000 Sq.Mtrs. Asst.4 Rs-10Paise situated at Village MANJARLI, Taluka- Ambernath Dist- Thane. are owned by 1) Shri. Devendra Vishwas Kale 2) Mrs. Vijaya Vishwas Kale 3) Mrs. Bhagyashree Shailesh Powle 4) Mrs. Neha Nitin Dhotre. (hereinaster referred as "said land" more particularly described as Schedule-I)

AND WHEREAS according to Development Agreement dated 04/07/2009 Registered at the office of Sub-registrar Ulhansagar-2 at serial no. 03876/2009 between 1) Shri. Devendra Vishwas Kale 2) Shri. Vishwas Dwakanath Kale 3) Mrs. Vijaya Vishwas Kale (As owners) & M/s. Sunrise Construction Partnership Through Its Partner 1) Shri. Damji Shamji Patel 2) Shri. Umesh Damji Patel 3) Shri.Sanjay Hiralal Dargad (HUF) Through Karta (As a Developers) for the land bearing Gat No. Village MANJARLI, Taluka- Ambernath Dist- Thane. The said land owners have granted full rights and authority for beyelopment of the Said land in favour of pranted run rights and addition of R 50,00,000 (Rupres Fifty Lacs Only) and kind Developer for security deposit of salable area out of total salable area upon consideration of total 8500 Sq. Ft. Campet of salable area out of total salable area upon



Prasad G. Shelke

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Date :- 25/1 /202;

Ref No. :

said land to owner FREE OF COST more particularly mentioned in the said

AND WHEREAS according to Confirmation Deed dated 09/07/2009 Registered and WHEREAS according to Confirmation Deed dated 09/07/2009 between 10 and 11 lbansagar-2 at serial no. 03976/2009 between 10 and 11 lbansagar-2 at serial no. AND WHEREAS according to Collins and Serial no. 03976/2009 between 1) Mrs. Neha Nitin Dhotre (As a Party of Fig. 1) Mrs. Neha Nitin Dhotre (As a Party of Fig. 1) the office of Sub-registrar Ulhansagar 2 Mrs. Neha Nitin Dhotre (As a Party of First Part Bhagyashree Shailesh Powale 2) Mrs. Neha Nitin Dhotre (As a Party of First Part Bartnership Through Its Partnership Company) Bhagyashree Shailesh Poware 2) Through Its Partner 1) Shri. Damji Shami & M/s. Sunrise Construction Partnership Through Its Partner 1) Shri. Damji Shami Saniav Hiralal Dargad (HIIF) Through Its Partner 1) Shri. Damji Shami & M/s. Sunrise Construction 1 at the Sanjay Hiralal Dargad (HUF) Through Karta Patel 2) Shri. Umesh Damji Patel 3) Shri. Sanjay Hiralal Dargad (HUF) Through Karta Patel 2) Shri. Umesh Damji Patel 3) The Party of first part have Patel 2) Shri. Umesn Daniji Fatel 5) The Party of first part have confirm the (As a Party of Second Part/ Developers). The Party of first part have confirm the (As a Party of Second Party Development Agreement dt. 04/07/2009 registered at serial no. 3876/2009 execute in favour of Developers.

AND WHEREAS according to Mutation entry no. 1710 certified by Circle Officer Ambernath on dt. 03/12/2014 The Co-owner Shri. Vishwas Dwarkanath Kale had expired on dtd. 12/01/2010 leaving behind following legal heirs:-

- 1) Smt. Vijaya Vishwas Kale (Wife)
- 2) Shri. Devendra Vishwas Kale (Son)
- 3) Mrs. Bhagyashree Shailesh Powale (Daughter)
- 4) Mrs. Neha Nitin Dhotre (Daughter)

WHEREAS according to 7/12 extract issued by Talathi Saja Manjarli the said land bearing Gat No. 1, Hissa No. 3/A Area admeasuring 100 Sq.Mtrs. Asst. ORs. 09Paise. Situated at Village MANJARLI, Taluka- Ambernath Dist- Thane. are owned by 1) Smt. Nirmala Pandurang Gaikar 2) Vandana Santosh Gaikar 3) Asha @Rekha Manoj Jadhav 4) Pallavi Ganesh Harne. (hereinafter referred as "said land" more particularly described in Schedule-II)

AND WHEREAS according to Mutation entry no. 1720 certified by Circle Officer Ambernath. Shri. Pandurang Navsu Gaikar had expired on dt. 02/04/2009 and leaving behind following legal heirs:-

1) Smt. Nirmala Pandurang Gaikar (Wife)

2) Vandana Santosh Gaikar (Daughter) Asha Rekha Manoj Jadhav (Daughter)





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Email id - adv pragodek iii and Road, Badlapur (E) - 421 503.

Email id - adv.prasadshelke@yahoo.com

Ref No. :

Date: 25/1 /20 2 3.

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AND WHEREAS according to Agreement For Sale (Sathe Karar) dated 23/12/2014, registered at the office of Sub-Registrar Ulhasnagar-2 at serial no. 12107/2014 between 1) Smt. Nirmala Pandurang Gaikar 2) Vandana Santosh Gaikar (As a Vendors) & & M/s. 3) Asha Rekha Manoj Jadhav 4) Pallavi Ganesh Harne Sunrise Construction Through Its Partner Shri.Sanjay Hiralal Dargar (As a Purchaser) for land bearing Gat No. 1, Hissa No. 3/A Area admeasuring 100 Sq. Mtrs. Asst. 0Rs-09Paise . Situated at Village MANJARLI Tal Ambernath Dist Thane. the said land is sold by the vendors to the purchaser, And Subsequently Power of Attorney dated 23/12/2014, is also granted by the land owners 1) Smt. Nirmala Pandurang Gaikar 2) Vandana Santosh Gaikar 3) Asha Rekha Manoj Jadhav 4) Pallavi Ganesh Harne (As a Principals) registered at the office of Sub-Registrar Ulhasnagar-2 at serial no. 12108/2014 to Shri. Hitesh Chhganlal Patel (As Power of Attorney Holder) for land bearing Gat No. 1, Hissa No. 3/A Area admeasuring 100 Sq.Mtrs. Asst. 0Rs-09Paise Situated Village VALIVALI Tal Ambernath Dist- Thane.

AND WHEREAS according to Sub-Development Agreement dated 10/06/2015 Registered at the office of Sub-registrar Ulhansagar-2 at serial no. 5352/2015 between M/s. Sunrise Construction Through Its Partner Shri. Sanjay Hiralal Dargad (HUF) Through Karta (As a Developers) & M/s. Sadguru Associate Through Its Partner 1) Shri. Kiritkumar R. Patel 2) Shri. Sanjay Narsinh Patel (As a Sub-Developers) for land bearing 1) Gat No. 1 Part 3 A admeasuring 100 Sq. Mtrs. Asst. 0 Rs. 09 Paise. 2) Gat No. 1/3 Area Admeasuring 3000 Sq. Mtrs. Asst. 4 Rs. 10 Paise situated at Village MANJARLI, Taluka- Ambernath Dist- Thane. According to the said Development Agreement the Developer granted Development right in favour of Sub-Developers regarding land bearing 1) Gat No. 1 Part 3 A admeasuring 100 Sq. Mtrs. Asst. 0 Rs. 09 Paise. 2) Gat No. 1/3 Area Admeasuring 3000 Sq. Mtrs. Asst. 4 Rs. 10 Paise situated at Village MANJARLI, Taluka- Ambernath Dist- Thane. for kind consideration of 48.50% constructed area out of total area free of cost as ownership basis, & simultaneously Power of Attorney is also granted by Sub-Developer mentioned above in favour of Developers i.e. Sadguru Associates Through Its Partner 1) Shri. Kiritkumar R. Patel 2) Shri. Sanjay Narsinh Patel on dated 10/06/2015 duly registered at the Office of Sub-Registrar Ulhasanagar-2 under Serial No. 5353/2015 for enabling Sub Registrar Class

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Bank, old Katrap Road, Badlapur (E) - 421 503

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Email id - adv.prasadshelke@yahoo.com

Date :-25/ 1/2023

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the developers for the Development of the said land & also granted all rights & powers AND-WHERES, accordingly Building Permission has been granted by Kulgaon and AND-WHERES, accordingly Building Permission has been granted by Kulgaon and AND-WHERES, accordingly Building Permission has been granted by Kulgaon and AND-WHERES, accordingly Building Permission has been granted by Kulgaon and AND-WHERES, accordingly Building Permission has been granted by Kulgaon and AND-WHERES, accordingly Building Permission has been granted by Kulgaon and AND-WHERES, accordingly Building Permission has been granted by Kulgaon and AND-WHERES, accordingly Building Permission has been granted by Kulgaon and AND-WHERES, accordingly Building Permission has been granted by Kulgaon and AND-WHERES, accordingly Building Permission bearing No. Lawat. regarding said land.

Badlapur Municipal Council under No. 20 Dated 06/05/2016. The said authority KBNP/NRV/BP/3636/2016-17 Unique No. 20 Dated 06/05/2016 The said authority KBNP/NRV/BP/3636/2010-1/ Ollique to the struction of land bearing Gat No. 1 Part have granted construction permission for construction of Mtrs situated have granted construction permission 3100 Sq. Mtrs. situated at Village 3 & Gat No. 1/3 A Area Admeasuring Out of Area Admeasuring 3 & Gat No. 1/5 A Area Ambernath Dist- Thane. Out of Area Admeasuring 1373.15

MANJARLI, Taluka- Ambernath Dist- Thane. Out of Area Admeasuring 1373.15 MANJARLI, 1810Ka- Allocinan - Fourth Floor (Wing A- Stilt, Ground + Fourth Proposed Area of Stilt, Ground + Fourth Floor (Wing A- Stilt, Ground + Fourth Floor) Floor)

AND WHEREAS Certificate issued by Tahsildar Ambernath on dated 31/12/2016 bearing no. Mah/K-1/T-3/Jaminbab/Kavi/252/2016 to planning authority chief officer Kulgaon Badlapur Municipal Council and declare that the said land is free hold and no charge on the said land.

AND WHEREAS, the Property bearing Gut No. 1, Hissa No. 1/2, area admeasuring about 0H 36 Gunthes 00 Prati, Assessment 4.08 Paise, lying and being at Village:-Manjarli, Taluka:-Ambernath, Dist:-Thane, was previously owned by Mr. Rama Balji Mhatre and Mr. Laxman Balji Mhatre and they sold 40 Gunthes land to Smt. Sushilabai Babu Shetty by registered sale Deed bearing Old reg. No. 1968/1985, having new reg. No. 2072/1987, dated 08-05-1987.

And whereas, out of the above 40 Gunthes land 04 Gunthas land has been acquired by Water supply department and name of the Water supply dept. has been mutated on 04 Gunthas land by mutation entry No. 983 of Village Manjarlee. Smt. Sushila Babu Shetty executed an will during her lifetime and as per the will bearing No. 1683/2003, dated 10/04/2003 the said property j.e. 3600 sq. Mtrs. Land has been transferred in the name of Eknath Babu Shetty and lavalaxmi Dineshchandra II Jayalaxmi Dineshchandra Hegade, by mutation entry No. 1316 of Village

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Date - 25/ 1/2023

And whereas, Eknath Babu Shetty and Jayalaxmi Dineshchandra Hegade, sold 1305 Sq. Mtrs. Land to M/s. Sai Samarth construction through its parters Mr. Dhiraj Prakash Patil and Laxman Arjun Vispute by registered sale Deed bearing No. 413/2015, dated 21/05/2015 and name of the purchaser has been transferred on 1305 Sq. Mtrs by mutation entry No. 1723 of Village Manjarlee. Mr. Eknath Babu Shetty also expired on 11/08/2005 but he also executed an will during his lifetime and as per the will bearing No. 0045/2015, the said property has been transferred in the name of Padma Shashi Shetty and 04 others by mutation entry No. 1770 of Village Manjarli.

Thereafter Padma Shashi Shetty and 05 others, had given the said balance 2295 Sq. Mtrs land for development to Sadguru Associate through its partners Mr. Kirit R. Patel and Sanjay N. Patel which is registered at Jt. Sub Registrar Ulhasnagar 2 bearing No. 4745/2019, dated 29.03.2019 and also grant the Irrevocable power of Attorney to Sadguru Associate through its partners Mr. Kirit R. Patel and Sanjay N. Patel which is registered at Jt. Sub Registrar Ulhasnagar 2 bearing No. 4746/2019. (hereinafter referred as "said land" more particularly described in Schedule-III)

And Whereas, Sadguru Associate has applied for revised building Permission by using the above land mentioned in (Schedule-III) and the revised Commencement Permission has been issued by Kulgaon Badlapur Municipal Council bearing Outward No. KBNP/NR/B.P/10387/2019-20, Unique No.94, dated 02/12/2019.

AND WHEREAS, the Promoter has purchased the TDR of 1400.15 Sq. Mtrs from M/s. Metro Realty Developers by registered agreement for TDR bearing No. 8670/2022, dated 19/5/2022 of Survey No. 105a, Hissa No. 19, Plot No. 17 of Village Belavali and also purchased the TDR of 553 Sq. Mtrs from Shridhar Dattatray apte though his power of attorney Holder M/s. Padmavati Developers through Prop. Sainath Gurunath Shete by registered agreement for TDR bearing No. 8667/2022, dated 20/5/2022 of Survey No.48, Hissa No. 9, of Village Kulgaon.



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Ref No.:

Date :-25/\/2023.

And Whereas, Sadguru Associate has applied for further revised building Permission by using the above TDR and the revised Commencement Permission has been issued by Kulgaon Badlapur Municipal Council bearing Outward No. KBNP/NR/B.P/450/2022-23 Unique No. 144, dated 14/10/2022.

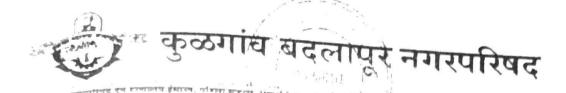
Thus from the above documents mentioned it appears that "SADGURU ASSOCIATE" a partnership firm is having all rights and authority to develop the above property mentioned in para No. 1 and they are having good, right and marketable title to develop the above property by obtaining necessary permissions from Kulgaon Badlapur Municipal Council and concern Revenue Authorities.

- Search Report for 30 years from shows that there are above transactions 3) are recorded in the search Report at the office of Jt. Sub Registrar Ulhasnagar-II.
- Any other relevant title:- not Applicable. 4)
- Litigation if any:- not Applicable. 5)

Date: 25.01.2023

dy. Prasad Gurunath Shelke divisate Highcourt

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अपेडिक्स डी - १

जा. क्र./कु-ब.न.प./बां.प./२०२१-२०२२/ ९३७६ /युनिक नं. १५०

दिनांकः २६/९७ /२०२१

प्रति, श्री.कृष्णा मारुती म्हसकर व इतर, श्रीमती गुलाबबाई पंढरीनाथ म्हसकर व इतर, श्री.जनार्दन लहू डायरे श्री.सुनिल मारुती म्हसकर, मे.देव रिअल्टर्स तर्फे भागीदार श्री.विनोद हिरानंदानी पंजवानी व इतर, श्री.ऊंदु नारायण म्हसकर व इतर यांचे कु.मु.प.धारक मे.सदगुरु असोसिएटस तर्फे भागीदार श्री.किरीटकुमार आर.पटेल व इतर दोन, द्वारा श्रीमती एस. आर. खंबायत (वास्तुशिल्पकार), कुळगांव-बदलापुर

विषयः महाराष्ट्र प्रादेशिक व नगर रचना अधिनियम १९६६ चे कलम ४५ गट नं.२१८, गट नं.२१९, हि.नं.१/२, गट नं.१५८/२ पैकी, १५८/६, १५८/४ व १५८/६ पैकी,

मौजे वालिवली, ता.अंबरनाथ येथे बांधकाम करण्याच्या क्योरीत में प्रस्ताबन

संदर्भः १) आपला दि.२४/०५/२०२१ रोजीचा श्रीमती.एम और खेंबायत वास्तुमिल्पकार वाने मार्फत सादर केलेला अर्ज क्र.८७४५,

२) यापूर्वी या कार्यालयाने दिलेली दि.२०/०५/२०१८ दि.०५/२०१८ की जीची बांबकाम्हर्धबर्द्धनी. २०२४

वरील संदर्भाधीन अर्जान्वये विषयांकित गट नं २१६ १८ च.२१८, गूर्ड नं १५८/२ पैकी, १५८/३, १५८/४ व १५८/६ पैकी, मौजे वालिवली, ता अंबरनाथ मध्ये महिन्द्र कार्विमक वे नगर रचना अधिनियम १९६६ चे कलम ४४ व महाराष्ट्र नगरपरिषद अधिनियम १९६५ चे कलम १८९ अन्वये सुधारीत बांधकाम परवानगीकरीता अर्ज या कार्यालयास प्राप्त झाला आहे. सदर जागा मंजूर विकास योजना कुळगांव बदलापूर प्रमाणे निवासी भागात समाविष्ट असून सदर जागा विद्यमान १२.० मी. रुंद रस्त्यावर दर्शनी आहे. वर संदर्भिय पत्र क्र.२ अन्वये विंग-ए व विंग-बी (तळ+सात मजले) व क्लब हाऊस करीता परवानगी दिलेली असून, आता नव्याने विंग-सी व विंग-डी चे बांधकाम

प्रस्तावित करुन सुधारीत बांधकाम परवानगी अपेक्षिलेली आहे. प्रकरणी पूर्वी मंजूरी दिल्याप्रमाणे भूखंडाच्या सीमांकनास मालकी हक्कास, रस्त्याच्या स्थितीस व पार्कींग क्षेत्राचे अधीन राहून सुधारीत परवानगी विचारात घेण्यात येत आहे.

सबब, विषयांकित प्रकरणातील एकूण ८०००.०० चौ.मी. पैकी ७३८५.०० चौ.मी. भूखंडामध्ये एकत्रिकृत विकास नियंत्रण व प्रोत्साहन नियमावलीच्या तरतूदीनुसार २२१५.५० चौ.मी. प्रिमियम क्षेत्र, १७१०.१५ चौ.मी. टि.डी.आर. क्षेत्र व ७४५३.९४ चौ.मी. ॲन्सलरी क्षेत्रासह एकूण अनुज्ञेय १९६७६.४८ चौ.मी. क्षेत्रापैकी (पूर्वमंजूरीप्रमाणे ८६६०.१७ चौ.मी. क्षेत्र व नव्याने प्रस्तावित १०९८८.०९ चौ.मी.) १९६४८.२६ चौ.मी. नियोजित बांधकाम क्षेत्र प्रस्तावित करुन बांधकाम करण्यासाठी केलेल्या दि.२४/०५/२०२१ च्या अर्जास अनुसरुन पुढील शर्तीस अधिन राहून तुमच्या मालकीच्या जागेत, पूर्वीच्या मंजूरीतील इमारतींचे स्थान व सीमांकन तसेच पार्कींग व्यवस्थेस अधीन राहून, स्टिल्ट+दहा मजले/ राहणेसाठी/ दुकाने/ वाणिज्यसाठी/ फिटनेस सेंटर/ ड्राथव्हर रूम/ सॅनिटरी ब्लॉक/ वाडे भितीच्या इमारतीच्या बांधकामाबाबत, सुधारीत बांधकाम परवाना/ प्रारंभ प्रमाणपत्र देण्यात येत आहे. (पूर्वमंजूरीप्रमाणे विंग-अं व बी-भागस्टिल्ट, तळ + सात मजले व नियोजित-विंग-सी व डी-स्टिल्ट + दहा मजल्यांकरीता)

-:अटीः-१. महाराष्ट्र प्रादेशिक नगररचना अधिनियम १९६६ चे कलम १५१(३) नुसार मुंबई महानगर प्रदेश विकास प्राधिकरणाने प्रदान केलेल्या विकास नियंत्रण व जिमन वापर या बाबतचे अधिकारांस अधीन राहून ही परवानगी २. नकाशात दाखविल्याप्रमाणे नियोजित इमारतीचा वापर निवासी व वाणिज्य वापरासाठी करावा व

३. महसूल व वन विभाग, महाराष्ट्र शासन, यांचेकडील बिनशेतीबाबत दि.५ जानेवारी २०१७ चे अध्यादेश क्र.२



19/04/2024

सुची क्र.2

दुष्यम निबंधक : सह दु.नि, उल्हासनगर 4

दस्त क्रमांक : 5387/2024

नोदंणी: Regn:63m

गावाचे नाव: मांजली

(1)विलेखाचा प्रकार

करारनामा

(2)मोबदला

3620200

(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नम्द करावे)

3126000

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

1) पालिकेचे नाव:कुळगांव-बदलापूर इतर वर्णन :, इतर माहिती: मौजे मांजर्ली,ता. अंबरनाथ,जि. ठाणे गट न. 1,हिस्सा न.1/2,3 व 3 अ येथील द ऍड्रेस,फेस 3,विंग सी,सातवा मजला,सदनिका क्र.706,कारपेट क्षेत्रफळ 40.12 चौ. मी एक्सकॅलुसिव्ह बाल्कनी एरिया 7.95 चौ. मी.,एक्सकॅलुसिव्ह इपी एरिया 5.63 चौ. मी. हि मिळकत((GAT NUMBER : 1;))

(5) क्षेत्रफळ

1) 40.12 चौ.मीटर

(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.

1): नाव:-मेसर्स सदगुरु असोसिएट तर्फे भागीदार श्री. प्रवीण मगनभाई पटेल - - वय:-52; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: सदगुरु हेरिटेज, ए/१०७, मांजर्ली, कॅन्सर हॉस्पिटल जवळ,बदलापूर पश्चिम, महाराष्ट्र, ठाणे. पिन कोड:-421503 पॅन नं:-ACHFS0873N

(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता

1): नाव:-संजय कुमार - - वय:-50; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: बी ६०३ शीव दर्शन कॉम्पलेक्स मांजर्ली वालीवली रोड शाश्वत पार्क बदलापूर पश्चिम ४२१५०३, महाराष्ट्र, ठाणे. पिन कोड:-421503 पॅन नं:-BHZPK7571F

2): नाव:-रीना संजयकुमार सरोज - - वय:-34; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: बी ६०३ शीव दर्शन कॉम्पलेक्स मांजर्ली वालीवली रोड शाश्वत, पार्क बदलापूर पश्चिम ४२१५०३ , महाराष्ट्र, ठाणे. पिन कोड:-421503 पॅन नं:-FFYPS1701A

(9) दस्तऐवज करुन दिल्याचा दिनांक

18/04/2024

(10)दस्त नोंदणी केल्याचा दिनांक

18/04/2024

(11)अनुक्रमांक,खंड व पृष्ठ

5387/2024

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

217300

(13)बाजारभावाप्रमाणे नोंदणी शुल्क

(14)शेरा

30000



मुल्यांकनासाठी विचारात घेतलेला तपशील:-: मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद (- i

(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.