

398/16631

Tuesday, August 13, 2024

11:19 AM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 18189 दिनांक: 13/08/2024

गावाचे नाव: पनवेल

दस्तऐवजाचा अनुक्रमांक: पवल3-16631-2024

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: कैलास शंकर चव्हाण - -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1800.00

पृष्ठांची संख्या: 90

एकूण:

रु. 31800.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

11:38 AM ह्या वेळेस मिळेल.

Sub Registrar Panvel 3

बाजार मुल्य: रु.4758432 /-

मोबदला रु.7000000/-

भरलेले मुद्रांक शुल्क : रु. 490000/-

1) देयकाचा प्रकार: DHC रक्कम: रु.1800/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0824122319045 दिनांक: 13/08/2024

बँकेचे नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH006565891202425R दिनांक: 13/08/2024

बँकेचे नाव व पत्ता: IDBI

Shavan



13/08/2024

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.पनवेल 3

दस्त क्रमांक : 16631/2024

नोंदणी :

Regn:63m

गावाचे नाव : पनवेल

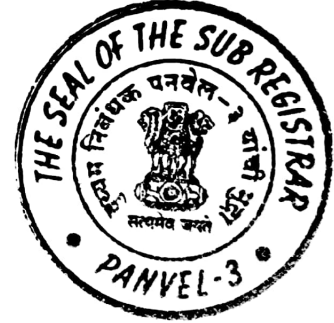
(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	7000000
(3) बाजारभाव (भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	4758432
(4) मू.मापन, पोटहिस्सा व बरकमांक (असल्यास)	1) पालिकेचे नाव: पनवेल म.न.पा. इतर बर्णन : इतर माहिती: सदनिका क्र.408, चौथा मजला, बी-विंग, बिल्डिंग नं.3, अपटाउन अवेन्यू, सर्व्हे न. 743 हिस्सा न. 2,3 ए, 4,5 आणि 8(सी), मीचे कसबे, पनवेल, ता. पनवेल, जि. रायगड, क्षेत्र 38.8 चौ मी कारपेट (Survey Number : 743 ;)
(5) क्षेत्रफळ	1) 38.8 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून घेणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिबादिचे नाव व पत्ता.	1): नाव:-सिमरन इंडरप्रायजेस तर्फे भागिदार सागर सचिन अगरबाल तर्फे कु मु म्हणून दीपेनकुमार ए. ठडकर -- बय:-38; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं: रूम नं १६ दरिया बिल्डींग ३७५ डॉ दादाभाई नवरोजी रोड फ्लोरा फॉउंडेशन मुंबई, महाराष्ट्र, मुम्बई. पिन कोड:-400032 पॅन नं:-ABFFS4183E
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिबादिचे नाव व पत्ता	1): नाव:-कैलास शंकर चव्हाण -- बय:-59; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं: बी-३ २ /० १ एसबीआय स्टाफ क्वार्टर्स, सेक्टर १ ३, नेरुळ पु., महाराष्ट्र, ठाणे. पिन कोड:-400708 पॅन नं:-AICPC5477F 2): नाव:-रजनी कैलास चव्हाण -- बय:-52; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं: बी-३ २ /० १ एसबीआय स्टाफ क्वार्टर्स, सेक्टर १ ३, नेरुळ पु., महाराष्ट्र, ठाणे. पिन कोड:-400708 पॅन नं:-AMGPC3947G
(9) दस्तऐवज करून दिल्याचा दिनांक	09/08/2024
(10) दस्त नोंदणी केल्याचा दिनांक	13/08/2024
(11) अनुक्रमांक, खंड व पृष्ठ	16631/2024
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	490000
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेर	

सह दुय्यम निबंधक वर्ग-२,
पनवेल क्र. ३.

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



No:- 7977101490

Dipenthakkar65@gmail.com

मूल्यांकनाचे वर्ष 2024
जिल्हा रायगड
मूल्य विभाग तालुका : पनवेल
उप मूल्य विभाग 1/7/1-
क्षेत्राचे नांव A Class Palika

सर्व्हे नंबर /न. भू. क्रमांक :

वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.

खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	मोजमापनाचे एकक चौ. मीटर
31300	102200	111000	122400	111000	

बांधीव क्षेत्राची माहिती

बांधकाम क्षेत्र(Built Up)-	बांधकामाचे वर्गीकरण-	उद्दवाहन सुविधा -	मिळकतीचा वापर-	मिळकतीचे वय -	मजला -	निवासी सदनिका	मिळकतीचा प्रकार-	बांधकामाचा दर-	बांधीव
46.56चौ. मीटर	1-आर सी सी	आहे	मिळकतीचा वापर-	मिळकतीचे वय -	मजला -	निवासी सदनिका	मिळकतीचा प्रकार-	बांधकामाचा दर-	बांधीव
						0 TO 2वर्षे		Rs.25289/-	
						1st To 4th Floor			

Sale Type - First Sale

Sale/Resale of built up Property constructed after circular dt.02/01/2018

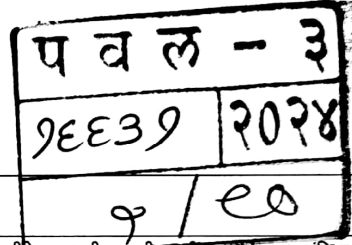
मजला निहाय घट/वाढ = 100 / 100 Apply to Rate= Rs.102200/-

घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर = ((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * घसा-यानुसार टक्केवारी) + खुल्या जमिनीचा दर)
= (((102200-31300) * (100 / 100)) + 31300)
= Rs.102200/-

) मुख्य मिळकतीचे मूल्य = वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र

= 102200 * 46.56

= Rs.4758432/-

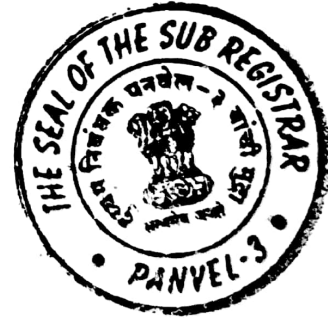


Applicable Rules = 3, 9, 18, 19

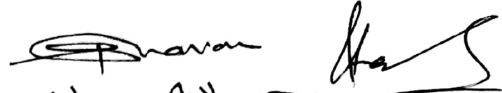
एकत्रित अंतिम मूल्य

= मुख्य मिळकतीचे मूल्य +तळघराचे मूल्य + मेझॅनार्ईन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य (खुली बाळकनी) + वरील गच्चीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + बंदिस्त बाळकनी + स्वयंचलित वाहनतळ
= A + B + C + D + E + F + G + H + I + J
= 4758432 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0
=Rs.4758432/-
= ₹ सत्तेचाळीस लाख अठ्ठावन्न हजार चार शे बत्तीस /-

Home Print



प व ल - ३
१६६३१ २०२४
५ / ६०


सौ. रजनी के. चव्हाण

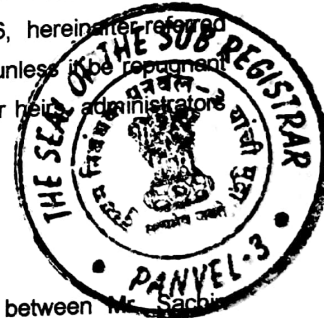
AGREEMENT

ARTICLES OF AGREEMENT made at Panvel this 09th day of Aug, 2024
BETWEEN,

M/S SIMRAN ENTERPRISES, having PAN No. ABFFS4183E, a Partnership Firm registered under the provisions of Indian Partnership Act, 1932 and having their registered Office at Room no. 16, Third Floor, Daria Building, 375, Dr. Dadabhai Navroji Road, Flora Fountain, Mumbai - 23, represented by its authorized Partner MR. SAGAR AGARWAL (Aadhar No:243374772503), hereinafter referred to as the "PROMOTERS" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include partners for the time being of the said Firm the survivor(s) of them and the heirs, executors, administrators and assigns of the last surviving partner) of the ONE PART.

AND

MR./MRS./M/S. KAILAS SHANKAR CHAVAN, (PAN NO:AICPC5477F) (Aadhar No.469890648968) aged about 59 years, **RAJANI KAILAS CHAVAN**, (PAN NO:AMGPC3947G) (Aadhar No.397529693903) aged about 52 years Indian Inhabitant/s, residing at B-32/01, SBI Staff Quarters, Sector-13, Nerul East, 400706, hereinafter referred to as "THE PURCHASER/S/ALLOTTEE/S" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include his/her/their heirs, administrators and permitted assigns) of the OTHER PART.



WHEREAS:

1. By a Sale Deed dated 29th December, 2014 executed between Mr. Sachin Omprakash Agarwal, (as the Vendor therein) and the Promoters herein (as the Purchaser therein), the said Mr. Sachin Omprakash Agarwal sold, transferred and conveyed to the Promoters herein all that piece or parcel of land bearing Survey No. 743, Hissa No.2, situate, lying and being at Village Kasbe-Panvel, Taluka Panvel, District - Raigad, admeasuring 510 Square Meters or thereabouts (hereinafter for brevity's sake to be referred to as the "said First property") for such consideration and upon such terms and conditions as are mentioned therein. The said Sale Deed is duly registered with the Sub-Registrar of Assurances under Serial no. PVL2 - 9737 - 2014 on 29-12-2014.



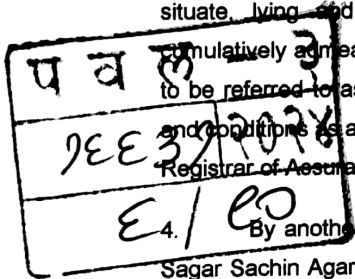


सौ. रजनी के. चव्हाण



2. By another Sale Deed dated 29th December, 2014 executed between Mr. Sachin Omprakash Agarwal (HUF) (as the Vendor therein) and the Promoters herein (as the Purchaser therein), the said Mr. Sachin Omprakash Agarwal (HUF) sold, transferred and conveyed to the Promoters herein all that piece or parcel of land bearing (i) Survey no. 743, Hissa No. 3A, admeasuring 3760 Square meters and (ii) Survey no. 743, Hissa no. 5, admeasuring 1210 Square meters, situate, lying and being at Village Kasbe-Panvel, Taluka Panvel, District - Raigad, cumulatively admeasuring 4970 Square meters or thereabouts (hereinafter for brevity's sake to be referred to as the "said Second property") for such consideration and upon such terms and conditions as are mentioned therein. The said Sale Deed is duly registered with the Sub-Registrar of Assurances under Serial no. PVL2 - 9739 - 2014 on 29-12-2014.

3. By another Sale Deed dated 29th December, 2014 executed between Kusum Sachin Agarwal, (as the Vendor therein) and the Promoters herein (as the Purchaser therein), the said Kusum Sachin Agarwal sold, transferred and conveyed to the Promoters herein all that piece or parcel of land bearing (i) Survey no. 743, Hissa No. 4 (Part), admeasuring 1950 Square meters and (ii) Survey no. 743, Hissa no. 8 (Part), admeasuring 2124 Square meters, situate, lying and being at Village Kasbe-Panvel, Taluka Panvel, District - Raigad, cumulatively admeasuring 4074 Square meters or thereabouts (hereinafter for brevity's sake to be referred to as the "said Third property") for such consideration and upon such terms and conditions as are mentioned therein. The said Sale Deed is duly registered with the Sub-Registrar of Assurances under Serial no. PVL2 - 9738 - 2014 on 29-12-2014.



4. By another Sale Deed dated 29th December, 2014 executed between the said Mr. Sagar Sachin Agarwal (as the Vendor therein) and the Promoters herein (as the Purchaser therein), the said Mr. Sagar Sachin Agarwal sold, transferred and conveyed to the Promoters herein all that piece or parcel of land bearing Survey no. 743, Hissa No. 4 (P), admeasuring 2200 Square meters, situate, lying and being at Village Kasbe-Panvel, Taluka Panvel, District - Raigad (hereinafter for brevity's sake to be referred to as the "said Fourth property"), for such consideration and upon such terms and conditions as are mentioned therein. The said Sale Deed is duly registered with the Sub-Registrar of Assurances under Serial no. PVL2 - 9736 - 2014 on 29-12-2014.



The said First Property, Second Property, Third Property and Fourth Property cumulatively admeasuring 11754 Square meters is hereinafter, for brevity's sake, to be collectively referred to as "the said Property".

The 7/12 Extracts in respect of the said property stands in the name of the Promoters herein. The copies of 7/12 Extracts in respect of the said Property are annexed hereto and marked **Annexure-A (Colly)**.

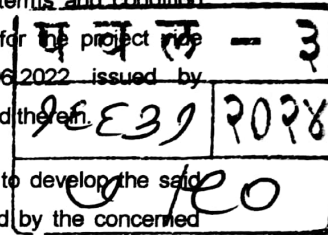
7. The Collector, Raigad has granted its Non Agricultural permission in respect of the said property, vide its three Orders namely, (i) Order dated 30-05-1997 in respect of Survey no. 743, Hissa no. 8, (ii) Order dated 22-02-2007 in respect of Survey no. 743, Hissa no. 4 and Survey no. 743, Hissa no. 5 and (iii) Order dated 13-03-2007 in respect of Survey no. 743, Hissa no. 3A and Survey No. 743, Hissa No. 2, upon such terms and conditions as are mentioned in the said Orders.

(Handwritten mark)

(Handwritten signature)

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8. The Architects for the above Project shall be "VASTUKALP" and the RCC Consultant shall be YATEESHTARE. The Panvel Municipal Council has granted the Building permission for constructing a Complex for residential purpose, by its letter dated 29-12-2014 bearing Ref. no. 2014/PNP/SABA.7695/14 and Amended Commencement Certificate dated 26-09-2017, having reference no. 2017/PMC/BP/8425/2017. The Panvel Municipal Corporation has further granted the Amended Commencement Certificate dated 16-02-2022, having reference no. PMC/TP/Panvel/ 743/2, 743/3A, 743/4 & other/21-22/16316/373/2022 for constructing a Complex comprising of 3 (Three) Residential Buildings along with amenities (hereinafter referred to as the "entire layout") on the said property upon such terms and conditions as are mentioned therein. A copy of the sanctioned Layout is annexed hereto and marked as Annexure "B". The copy of said Amended Commencement Certificate issued by the Panvel Municipal Corporation is annexed hereto & marked as Annexure "C". The Promoter has obtained Environment Clearance for the project vide permission no. SIA/MH/MIS/230198/2021 dated: 13.03.2022 issued by Ministry of Environment, Forest & Climate change (SEIAA, Maharashtra) on the terms and condition stipulated therein. The Promoter has obtained Consent to Establish for the project vide permission no. UAN No.0000134469/CE/2206001659 dated: 30.06.2022 issued by Maharashtra Pollution Control Board on the terms and condition stipulated therein.



9. In the above circumstances, the Promoters herein are entitled to develop the said property by constructing Buildings as per the building plans sanctioned by the concerned authority.

10. The Promoters had initially registered under RERA separate Projects for Building no. 2 and thereafter Building no.1 comprising the said Residential Complex Known as "UPTOWN AVENUE" on the said Property and had completed the construction of the said Projects i.e., Building No. 1 and Building No. 2 in accordance with the sanctioned plans and in accordance with the applicable Development Control Rules and Regulations. The Promoters had also obtained from the Panvel Municipal Corporation the Occupancy Certificates, vide their letter dated 09-10-2019 bearing reference no. 2019/PMC/TP/BP/3180/2019 and letter dated 06-04-2018 bearing reference no. 2018/PMC/BP/4017/2018 for the said Building No. 1 and Building no.2 together with the area earmarked for the development of Building No.3 on the said Property.



11. The said property is earmarked for the purpose of building a Residential Complex Known as "Uptown Avenue" comprising 3 (Three) Buildings and the aforesaid Building No. 3 forming the part of the said Residential Complex shall be hereinafter referred to as "the said Building".

12. The Promoters have registered the said Building, i.e., Building no. 3, under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at Mumbai on 23/01/2020 under registration no. P52000024151.

13. The said Building No. 3 consists of Ground + 14 Upper Floors in accordance with the sanctioned revised building plans sanctioned by the Panvel Municipal Corporation.

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14. The Promoters hereby inform the Purchaser/s and the Purchaser/s is / are aware that the Promoters have completed the construction of the said Building no. 3 by utilizing the existing available FSI. The Promoters have obtained Occupancy Certificate vide Certificate No. CARPC/FO/2024/APL/00041 dated 31.01.2024 The copy of said Occupancy certificate issued by Panvel Municipal Corporation is annexed hereto & marked as **Annexure "D"**.

15. The Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that the Promoter in accordance with the rules & regulations of MSEDCL has granted lease for the period of 99 years on a lease rent of Rs. 1/- per year of a portion of 35 sq.mts. in the said Property to MSEDCL for the purpose of construction of electrical substation control room / DTC for the purpose of supply of electricity to the residents of the building on the said property and to the consumers of MSEDCL in nearby area as per terms and condition mentioned in Lease Deed/ Agreement dated.01.08.2023.

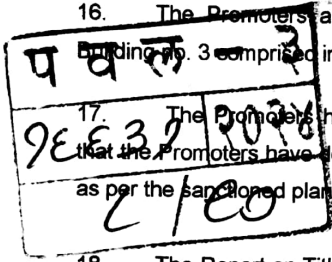
16. The Promoters are now desirous of selling premises in the said Building, i.e., Building no. 3 comprised in Residential Complex "Uptown Avenue".


17. The Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that the Promoters have developed the said Building to be used for Residential purpose and as per the sanctioned plans.

18. The Report on Title issued by Advocate C. Fernandes in respect of the said property has been seen and inspected by the Purchaser/s and a copy thereof has been annexed hereto and marked as **Annexure "E"**. The Purchaser/s has/have, also prior to the execution of this Agreement, for himself/herself satisfied about the right and title of the Promoters to the said property, the right of the Promoters to develop the said property and to construct the said building on the said property, more particularly described in the First Schedule hereunder written. The Purchaser/s, by virtue of his/her/their having executed this Agreement, is/are deemed to have accepted the title of the Promoters to the said property as clear & marketable and no further requisition or objection shall be raised upon it in any matter relating thereto.

19. The Purchaser/s being desirous of buying a Flat, did approach the Promoters and did raise certain queries and the Purchaser/s hereby declare/s and acknowledge/s that he/she/they are fully satisfied with the replies, clarifications and explanations. Further the Purchaser/s hereby also declare and confirm that the Promoters have hereto given full, free and complete inspection of the following documents:

- (i) Chain of Sale Deeds / documents, including Four Sale Deeds all dated 29-12-2014 in respect of the said property,
- (ii) 7/12 Extracts and 6 no. entries in respect of the said property,
- (iii) Order dated 30-05-1997 in respect of Survey no. 743, Hissa no. 8,
- (iv) Order dated 22-02-2007 in respect of Survey no. 743, Hissa no. 4 and Survey no. 743, Hissa no. 5.
- (v) Order dated 13-03-2007 in respect of Survey no. 743, Hissa No. 3A and Survey No. 743, Hissa No. 2,
- (vi) Building Permission dated 29-12-2014, Amended Commencement Certificate




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authorities. All the liabilities pertaining to the above shall be borne and paid by the Purchaser/s as and when demanded by the Panvel Municipal Corporation/other concerned authorities or the Promoters.

3. ADDITIONS AND ALTERATIONS:

The Promoters has under normal conditions constructed building/s on the said property in accordance with the said plans and specifications duly approved and sanctioned by Panvel Municipal Corporation and other concerned authorities. It is agreed that the Promoters shall, save as permissible under the Act and the Rules, not make any additions and alterations in the sanctioned plans, layout plans in respect of the said premises, plot or building, as the case may be, without the previous written consent of the Purchaser(s)/Allottee(s). Provided however, in case if any change, additions, alterations in the layout plans are required by the sanctioning Authority including environmental and Maharashtra Pollution control board, then such additions, alterations, shall be carried out without seeking any prior permission from the Purchaser(s)/Allottee(s) and the Purchaser(s)/Allottee(s) shall not challenge, dispute or raise any objection against the said changes in the sanctioned plans. Provided further that the Promoters may make such minor additions or alterations as may be required by Panvel Municipal Corporation/other concerned Authorities as per the provisions of the Real Estate (Regulation And Development) Act, 2016 or any other act, statute or law governing the development of the said property. The Promoters shall keep the (Sd) revised plans and specifications at the office of the Promoters for inspection of the Purchaser/s.

4. SALE OF PREMISES AND PAYMENT CONDITIONS:

4 (a) The Purchaser/s hereby agree/s to purchase Flat No. 408 on the Fourth Floor, in B Wing in Building no. 3, admeasuring 38.8 Square meters (Carpet Area) or thereabouts in the Residential Complex known as "UPTOWN AVENUE" which is constructed on the said property and *pro rata* share in the common areas [{"Common Areas"} as defined under clause (n) of Section 2 of Real Estate (Regulation and Development) Act, 2016] (hereinafter referred to as the said Premises and which is more particularly described in the Second Schedule hereunder written) for a total consideration of Rs. 7000000/- (Seven Crores Lacs only). As mutually discussed and agreed between the Promoters and the Purchaser/s, the said total consideration shall be paid by the Purchaser/s to the Promoters as per the Payment Schedule annexed hereto and marked as ANNEXURE "H" (the being in force of the contract). The above consideration does not include various other charges, duties, more particularly mentioned in this Agreement and the same shall be paid by the Purchaser/s over and above the consideration mentioned herein on their respective due dates.



4 (b) The said total consideration excludes Taxes [consisting of tax paid or payable by the Promoters by way of GST or any other similar taxes which may be levied, in connection with the purchase of the said premises and construction of the Building, payable by the Promoters] payable in accordance with the rules, regulations and notifications applicable at the relevant time even after the date of handing over the possession of the said premises. The mutually agreed consideration mentioned in clause 4(a) hereof has been quoted by the Promoters and accepted by the Purchaser/s, is an ex-GST price/consideration after factoring the entire input rebate for GST that shall be available as per the provisions of Goods and Services Tax Act, 2017 and hence, the provisions of Section 171 of the said GST Act, 2017

(Handwritten mark)

(Handwritten signature and date: 23.11.2017)

Purchaser(s)/Allottee(s), application of the Purchaser(s)/Allottee(s) shall be treated as cancelled and all sums deposited by the Purchaser(s)/Allottee(s) in connection therewith including the booking amount, after deducting all the deductible amounts as mentioned herein above, shall be returned to the Purchaser(s)/Allottee(s) without any interest or compensation whatsoever.

38. 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.

39. JOINT ALLOTTEES:

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

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40. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoters himself/themselves or through his/their/its authorized signatory at the Promoter's Office or at some other place, which may be mutually agreed between the Promoters and the Purchaser(s)/Allottee(s). After the Agreement is duly executed by the Purchaser(s)/Allottee(s) and the Promoters the said Agreement shall be registered at the office of the appropriate Sub-Registrar of Assurances. Hence this Agreement shall be deemed to have been executed at Panvel/ Navi Mumbai.

41. DISPUTE RESOLUTION:

All or any disputes arising out of or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms, conditions and the respective rights and obligations of the Parties, shall be settled by mutual discussion, failing which the same shall be settled through the adjudication of an arbitrator appointed under the Real Estate (Regulation and Development) Act, 2016.



IN WITNESS WHEREOF, THE PARTIES HERETO HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS THE DAY AND THE PANVEL FIRST HEREINABOVE WRITTEN.

THE FIRST SCHEDULE ABOVE REFERRED TO
(said entire land)

All that piece or parcel of land bearing Survey No. 743, Hissa No. 2, 3A, 4, 5 and 8(P) situate, lying and being at Village Kasbe- Panvel, Taluka Panvel, District - Raigad, cumulatively admeasuring 11754 Square meters or thereabouts and situate within Panvel Municipal Corporation Limits and Sub Registrar, Panvel and bounded as per Revenue records.

पुणे

RECEIPT

RECEIVED from Mr./Mrs. **KALLAS SHANKAR CHAVAN, RAJANI KALLAS CHAVAN** within named PURCHASERS the sum of **Rs.4080000/-** (Rupees Forty Lacs Eighty Thousand only) by cheque as following.

DATE	CHEQ NO	BANK/BRANCH	AMOUNT
04.08.2024	946198	State Bank of India, Nariman Point, Mumbai	Rs.4050000/-
04.08.2024	922756	State Bank of India, Nariman Point, Mumbai	Rs.30,000/-
		TOTAL AMOUNT	Rs.4080000/-

Being Part Payment towards in respect of **Flat No. 408** on the **Fourth Floor**, in **B Wing**, in **Building no. 3**, admeasuring **38.8 Square meters** (Carpet Area) or thereabouts in building "**UPTOWN AVENUE**", situated on Survey No.743/2, 743/3A, 743/4, 743/5, 743/8(P), Kasbe:Panvel, Tal:Panvel, Dist : Raigad Place: **PANVEL**
(Receipt valid subject to realization of cheque)

We say Received

Rs.4050000/-

For **Sitrnan Enterprises**



Anti-Signatory - 3

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Schedule of Payment of 'UPTOWN AVENUE' - Annexure "H"

Flat No. 408, on Fourth Floor, in B, in the Building no.3, in the Project known as "UPTOWN AVENUE" on the said property. Total consideration: Rs. 7000000/-

SCHEDULE OF PAYMENT	PERCENTAGE OF PAYMENT
At the time of commencement of Plinth work	20%
At the time of completion of Plinth work	10%
At the time of commencement of 1 st Slab	4%
At the time of commencement of 2 nd Slab	4%
At the time of commencement of 3 rd Slab	4%
At the time of commencement of 4 th Slab	4%
At the time of commencement of 5 th Slab	3%
At the time of commencement of 6 th Slab	3%
At the time of commencement of 7 th Slab	3%
At the time of commencement of 8 th Slab	3%
At the time of commencement of 9 th Slab	3%
At the time of commencement of 10 th Slab	3%
At the time of commencement of 11 th Slab	3%
At the time of commencement of Final Slab	3%
At the time of commencement of Brickwork	5%
At the time of commencement of Plumbing work	8%
At the time of commencement of Electric work	8%
At the time of commencement of Tiling work	7%
At the time of Possession	2%
Total	100 %



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- 5 The conditions of this certificate shall be binding not only on the applicant but also on its successors and/or every person deriving title through or under him.
- 6 Prior Permission is necessary for any deviation / Change in Plan.
- 7 The applicant shall install the Rain Water Harvesting System as per UDD's notification No. TPBI/432001/133/CR-230/01/UD-II, Dated 10/03/2005 & section 13.3 of UDCCR- 2020.
- 8 a) The owner/society of every building mentioned in the (a) above shall ensure that the Rain water harvesting System is maintained in condition for storage of water for non-potable purposes or recharge of groundwater at all times.
- 9 b) The Authority may impose a levy of not exceeding Rs. 1000/- per annum for every 100 Sq. m. of built up area for the failure of the owner of any building mentioned in the (a) above to provide or to maintain Rain Water Harvesting structures as required under these regulations. Failure to provide Rain Water Harvesting System shall be deemed as breach of the conditions on which the development permission has been granted.
- 10 The applicant and The Architect shall strictly adhere to the condition mentioned in Fire NOC.
- 11 The owner & the Architects and Structural Engineer concerned area instructed to strictly adhere to the conditions of Fire NOC issued vide letter no.PMC/Fire/2121/Ref.No.198/3404/2021, Dated 18/11/2021 by Chief Fire Officer, Fire Brigade Department, PMC.
- 12 As per provisions of section 13.2, 13.4, 13.5 of UDCCR- 2020, the applicant / owner / developer shall install SWH / RTPV, Grey Water Recycling Plant and solid waste management system and requisite provisions shall be made for proper functioning of the system.
- 13 Action should be taken as per Section 42A (2) of Maharashtra Land Revenue Act, 1956.
- 14 The owner / Developer shall obtain all the necessary final NOC's (completion certificates/clearance relating to water supply, sewerages, SMD, Tree, CFC etc. from Panvel Municipal Corporation / CIDCO and submit the same to Panvel Municipal Corporation before applying for Occupancy Certificate for the building on the land under reference.
- 15 This Commencement Certificate issued to subject to condition that owner of the said plot to obtain Sub-plot Demarcation plan from the competent Authority.
- 16 The owner / Developer shall develop RG areas and shall plant and maintain the required number of trees in the RG area as per UDCCR's and shall submit final NOC from the Tree Authority before applying for Occupancy Certificate.
- 17 Recreation ground or amenity open space be developed before applying for Building Completion Certificate.
- 18 No work should be started unless the existing structures area to be demolished/ with utmost care.
- 19 The owner / Developer & the Architect and Structural Engineer concerned are fully responsible for the construction quality of the building as per approved building plan, Structural design, Stability building construction quality, which should confirm to with stand an earthquake of highest intensity in seismic zone IV.
- 20 The building constructed should not be occupied without obtaining Occupation Certificate. Otherwise it will be treated as unauthorized use and necessary action as per law will be taken.
- 21 The owner / Developer & the architect are fully responsible for any Ownership, Area & Boundary disputes. In case of any dispute Panvel Municipal Corporation will not be liable.
- 22 The applicant is advised to contact the Panvel Municipal Corporation for any further information. Contact No. 0221163102022



20

F S I Calculation submitted in the drawings shall be as per ITC/PPR 2020. If any discrepancy observed the Architect will be held responsible and liable for necessary action.

21

The owner / Developer shall be fully responsible for any Court Matter if pending in the Court and the order from Hon Court shall be binding on the applicant in case of revised permission wherever third party interest is created by way of registered agreement to sale or lease etc of the apartment, concern of such interest party / person as specified under RERA act shall be submitted

22

The owner / Developer shall be fully responsible if any objection raised by the flat owner to whom applicant has sold the unit as per previous Commencement Certificate.

23

It is Mandatory to provide Temporary Toilet to labourers at site during construction period.

24

It is mandatory for the institution to take safety measures while the construction is under progress with respect to the educational activities going on in the respective site.

25

It is mandatory that the Natural course of water flowing through the plot should be channelized and maintained by the applicant.

26

27

As per Govt. of Maharashtra memorandum vide No. TBP/4393/1504/C-4-287/94 UD-11/RDP Dt 19th July, 1994 for all buildings following additional conditions shall apply.

i) As soon as the development permission of new construction or re-development is obtained by the Owners/Developer, he shall install a 'Display Board' on the conspicuous place on site indicating following details:

Order Number	2028
Survey Number/City survey Number	2028
Plot Number/Sector & Mode of land	2028
Order Number and date of grant of development permissions or re-development permission issued by the Planning Authority or any other authority.	2028

d) Number of Residential flats/Commercial Units with areas.

e) Address where copies of detailed approved plans shall be available for inspection.

ii) A notice in the form of an advertisement, giving all the detailed mentioned in (i) above, shall be published in two widely circulated newspapers one of which should be in regional language.

28.

As per the notification dtd 14th September 1999 and amendment dt 28th August 2003, issued by Ministry of Environment & Forest (MOEF), Govt. of Maharashtra Circular issued by Urban Development Deptl. Govt. of Maharashtra vide FAR/102004/160/PP No 27/UD-20, dtd 27/02/2004, for all buildings following additional conditions shall apply.

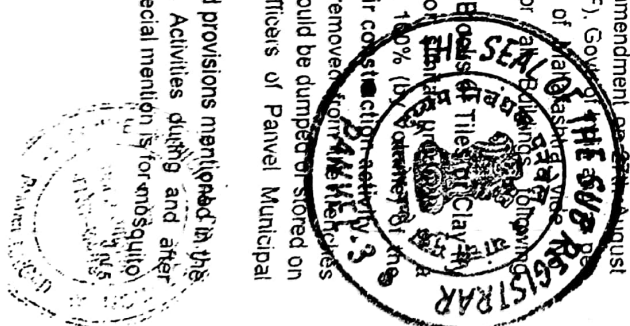
The owners / Developers shall use fly ash Bricks or Blocks of the size 190x90x40 mm. Combination of aggregate of them to the extent of 100% (by volume) of the total bricks, blocks & Tiles as the case may be in their construction activity. The building material in reconstruction case or soil removed from the site should not be dumped or stored on municipal road. It should be dumped or stored on site as would be decided by the concern Ward Officers of Paimvel Municipal Corporation.

29.

The owner / Developer should fulfill all the health related provisions mentioned in the "Implementation of Ant larval & Mosquito Prevention Activities during and after construction and Tree Authority Bye-Laws 1966". The special mention is for mosquito

30.

Construction and Tree Authority Bye-Laws 1966". The special mention is for mosquito



- preventive activities construction of over-head tanks debris removal and the sanitary conditions of drainage etc
- Workers should be accommodated at a distance of 25 to 35 feet from the protective walls of adjacent buildings on all sides of the construction site and also arrange date where excavation has started The developer should also arrange accommodation as per the standard in Section 34 of the Building and Other Construction Workers (Employment Regulation and Conditions of Service) Act, 1996
1. Accommodation .
 2. The employer shall provide, free of charges and within the work site or as near to it as may be possible, temporary living accommodation to all building workers employed by him for such period as the building or other construction work is in progress.
 3. The temporary accommodation provided under sub-section (1) shall have separate cooking place, bathing, washing and lavatory facilities.
 4. As soon as may be, after the building or other construction work is over, the employer shall at his own cost, cause removal or demolition of the temporary structures erected by him for purpose of providing living accommodation cooking place or other facilities to the buildign workers as required under sub-section (1) and restore the ground in good level and clean condition.
 5. In case an employer is given any land by a Municipal Board or any other local authority for the purposes of providing temporary accommodation for the building workers under this section, he shall, as soon as may be after the construction work is over, return the possession of such land in the same condition in which he received the same

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35 Those working on the construction site must be registered under Section 15 of the "Building and Other Construction (Employment Regulation and Conditions of Service) Act, 1996"

15 Register of beneficiaries - Every employer shall maintain a register in which the names of all persons employed on the construction site and the same as may be prescribed showing the details of employment of beneficiaries in the building or other construction work undertaken by him and the same may be inspected without any prior notice by the secretary of the board or any other officer duly authorized by the board in this behalf.

Special care should be taken that workers not registered with the Mahatrashtta Building and Other Construction Workers Welfare Board will not work on the site and all meeting of the developers and contractors of the Municipal Corporation and the municipal limits should be convened to take special care of the safety of the workers and to make the developers aware of the provisions of the Workers' Safety Act.



38 The developer will be obliged to take out accident insurance for the workers so that they are not deprived of the benefits they get in the event of an accident at work.



UDNCPA 2020, which will be binding on the developer / Architects and his

1. The above mentioned building is situated in the village of ...

2. The building is situated in the village of ...

3. The building is situated in the village of ...

4. The building is situated in the village of ...

5. The building is situated in the village of ...

6. The building is situated in the village of ...

7. The building is situated in the village of ...

8. The building is situated in the village of ...

9. The building is situated in the village of ...

10. The building is situated in the village of ...

Mr. ...

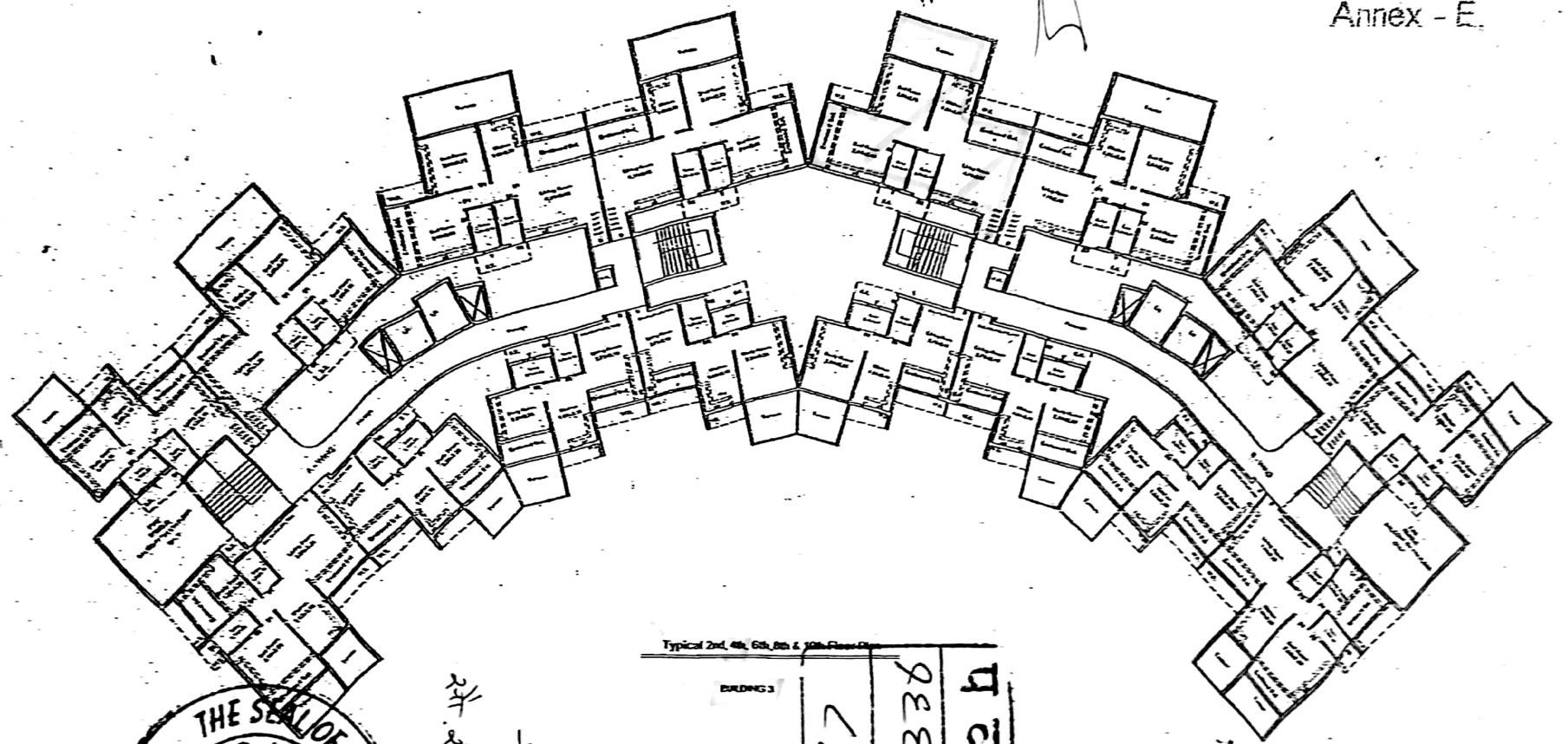
Assistant Director of ...



- 1) Mr. ...
- 2) ...
- 3) ...



Annex - E.



Typical 2nd, 4th, 6th, 8th & 10th Floor

BUILDING 3

७८३३१२०२४	७८३३१२०२४
८१/२०	



श्री. रमेश के. चव्हाण
(Signature)

98/10351
दिनांक: 13 ऑगस्ट 2024 11:19 म.पू.

दस्त गोपबारा भाग-1

पबल 3
दस्त क्रमांक: 16631/2024

२०/२०

दस्त क्रमांक: पबल 3 /16631/2024

राजार मुल्य: ₹. 47,58,432/-

मोबदला: ₹. 70,00,000/-

रलेने मुद्रांक शुल्क: ₹.4,90,000/-

नि. सह. दु. नि. पबल 3 यांचे कार्यालयत
क्र. 16631 वर दि. 13-08-2024
जी 11:17 म.पू. वा. हजर केला.

पावती: 18189

पावती दिनांक: 13/08/2024

सादरकरणाराने नाव: कैलास शंकर चव्हाण --

नोंदणी फी

₹. 30000.00

दस्त हाताळणी फी

₹. 1800.00

पृष्ठांची संख्या: 90

त हजर करणाऱ्याची सही:

एकुण: 31800.00

Job Registrar Panvel 3

Sub Registrar Panvel 3

ताबा प्रकार: करारनामा

तांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थानगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-बंड (टोन) मध्ये नमूद न
रेल्या कोणत्याही नागरी क्षेत्रात

क्रा. क्र. 1 13 / 08 / 2024 11 : 17 : 32 AM ची वेळ: (सादरीकरण)

क्रा. क्र. 2 13 / 08 / 2024 11 : 18 : 42 AM ची वेळ: (फी)

दस्तरेवजासोबत जोडलेली कागदपत्रे
कुळमुखरत्यारपत्रे, व्यक्ती इत्यादी बनावट
आढळून आल्यास याची संपूर्ण जबाबदारी
दरत निष्पादकाची राहिल

PA-Phalke
लिहून घेणार

लिहून घेणार

के. रत्नगी के. चव्हाण



1 पक्षकाराचे नाव व पत्ता

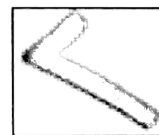
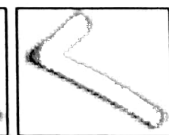
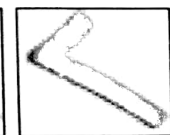
नाम: सिमरन इंटरप्रायजेस लॉक भागिदार सागर मनिन आरामाव लॉक गु. मु. म्हयन दीपेनुकुमार ए. ठाकरे --

पत्ता: प्लॉट नं. -, भाळा नं. -, इमारतीचे नाव: -, ब्लॉक नं. -, रोड नं. क्रम नं. १६ दरिया विवडीया ३७५ डाँ दादाभाई नरसीजी रोड फ्लोरा फोर्डन मुंबई, महाराष्ट्र, मुम्बई.

पॅन नंबर: ABFSA1893E
नाम: कैलास चक्रवर्ती --
पत्ता: प्लॉट नं. -, भाळा नं. -, इमारतीचे नाव: -, ब्लॉक नं. -, रोड नं. क्रम नं. २/०१ एसबीआय स्टाफ हॉटर्स, सेक्टर १३, नेळडु., महाराष्ट्र, ठाणे.

पत्ता: प्लॉट नं. -, भाळा नं. -, इमारतीचे नाव: -, ब्लॉक नं. -, रोड नं. क्रम नं. २/०१ एसबीआय स्टाफ हॉटर्स, सेक्टर १३, नेळडु., महाराष्ट्र, ठाणे. पॅन नंबर: AMGPC3947G

नाम: राजनी कैलास चक्रवर्ती --
पत्ता: प्लॉट नं. -, भाळा नं. -, इमारतीचे नाव: -, ब्लॉक नं. -, रोड नं. क्रम नं. २/०१ एसबीआय स्टाफ हॉटर्स, सेक्टर १३, नेळडु., महाराष्ट्र, ठाणे. पॅन नंबर: AMGPC3947G



धायनिच

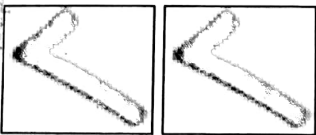
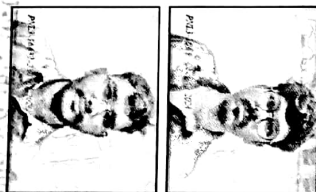
उभा प्रमाणित

श्री. रतन गोयबारा

र दस्तऐवज करण देणार तथाकथीत करारनामा चा दस्त ऐवज करण दिव्याचे कयुल करताना.
T क्र:3 की वेळ: 13 / 08 / 2024 11 : 24 : 07 AM

2 नाव: नितीन साळुंके --
वय: 27
पत्ता: तुळें नवी मुंबई
पिन कोड: 400705

1 नाव: अमित भागोराव --
वय: 26
पत्ता: तुळें नवी मुंबई
पिन कोड: 400705



धायनिच

उभा प्रमाणित

का क्र: 4 की वेळ: 13 / 08 / 2024 11 : 25 : 08 AM

Registrar Panvel 3



Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Deface	Delace Date	
KAILASH SHANKAR CHAVAN AND RAJANI K CHAVAN	eSBTR/Simple Receipt	69103332024080952157	MH0006565891202425R	490000.00	SD	0003677660202425	13/08/2024
KALASH SHANKAR CHAVAN AND RAJANI K CHAVAN	DHC		0824122319045	1800	RF	0824122319045D	13/08/2024
KALASH SHANKAR CHAVAN AND RAJANI K CHAVAN	eSBTR/Simple Receipt		MH0006565891202425R	30000	RF	0003677660202425	13/08/2024

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

Know Your Rights as Registrants

16631 /2024



सूची क्र. 2

दुय्यम निबंधक : सह दु.मि.पनवेल 3
दस्ता क्रमांक : 18631/2024
नोंदणी :
Regn:63m

13/08/2024

गावाचे नाव : पनवेल

क्रमांक	कारणाचा प्रकार	कारणाचा क्रमांक
(1)	विशेषाचार प्रकार	7000000
(2)	मोबदला	4758432
(3)	बाजारपार (पारोपदेशाच्या बाबतिलपदेशाकार आकाशी रेली की पडेशकार ने नमुद करणे)	
(4)	पु.मान,पोटहिल्ला व परकमांक(ससल्यास)	
(5)	शेकळ	
(6)	आकाशी किंवा सुपी देण्यात वसेल लेव्ह.	
(7)	दस्तऐवज करण देण-मा/लिहून ठेवण-मा परकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असावा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	
(8)	दस्तऐवज करण देण-मा परकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	
(9)	दस्तऐवज करण दिव्याचा दिनांक	
(10)	दस्त नोंदणी केल्याचा दिनांक	
(11)	अनुक्रमांक, बंद व पुढ	
(12)	बाजारपारप्रमाणे मुद्रांक शुल्क	
(13)	बाजारपारप्रमाणे नोंदणी शुल्क	
(14)	शेरा	

सह दुय्यम निबंधक वर्ग-२,
पनवेल क्र. ३.

मुल्यांकनासाठी दिव्यात घेतलेला तपशील:-
मुद्रांक शुल्क आकारताना निवडलेला अनुषंगेद :- :

(1) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



No:- 7977101490

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