

Krishnakant A. Pandat

B.Arch., B.E. Civil, AIA, FIIV, MCE, 34AB, IBBI
Govt. Approved Valuer, (WT 34AB & IBBI
Approved), LCM-2443, CAT-I-Immovable Properties,
LCM-2443, CAT-II-Agri.Lands,
LCM - 2445, CAT-VII - Plant & Machinery -
Movable Property, Regd. Engineer,
Structural Designer.



SHUKAN ARCHITECTS, ENGINEERS & VALUERS
Head Office:
22, 2nd Floor, A Wing, Datani Flats, Chitabhai
Patel Road, Nr. UBI, Ashoknagar, Kandivali
East, Mumbai-400 101.
Email: shukanarchitects.valuers@gmail.com
Mo. 9898207111, 8200986306

Branch Office: Office No.501, 5th Floor, Chitarath Complex, B/H. Hotel President, Nr. Swastik Char Rasta, CG Road, Ahmadabad -390 009.

REF.: SAEV/VNC/ANK/MUM/FLAT/VALU/SBI/KURLA-RACPC/3663

Date :- 04/02/2022

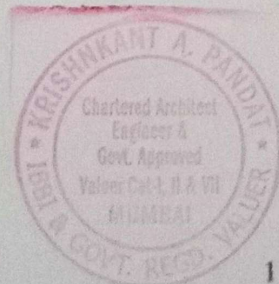
To,
State Bank of India,
RACPC Branch,
Kurla, Maharashtra.



Sub- Valuation Report of Residential Flat No. 401 at 4th floor, Wing-I, Building -B, Building Known As "Aditya Apartments", Situated on plot bearing Survey No-89, Hissa No - 18 at Village- Bapsai, Ta- Kalyan, Dist. Thane 421 103, Maharashtra, within limits of KMC.

VALUATION REPORT

I. GENERAL	
1	Purpose for which valuation is made : To determine the Fair Market Value of the property
2	a) Date of inspection : 03/02/2022
	b) Date on which the valuation is made : 04/02/2022
3	List of documents produced for perusal : Draft Agreement -2021 Building Completion Certificate Dt. 28/06/2018
4	Name of the owner(s) and their address(es) With Phone no. (details to be shared of each owner in case of joint ownership) : Mrs. Prerna Pramod Jadhav. Mr. Pramod Tukaram Jadhav.
5	Brief description of the property : The Building Known As "Aditya Apartments", Comprising Of Ground + 4 th Upper Floors The Said Building Is Situated At Village- Bapsai, Ta- Kalyan- Dombivali, Dist. Thane
6	Location of property
a)	Plot No. / Survey No. : Survey No-89, Hissa No - 18
b)	Door No. : Flat No. 401 at 4 th floor
c)	C.T. S. No. / Village : Village- Bapsai
d)	Ward / Taluka : Kalyan
e)	Mandal / District : Thane
f)	Date of issue and validity of layout of approved map/plan : Building Completion Certificate Dt. 28/06/2018
g)	Approved map/plan issuing authority : KMC
h)	Whether genuineness or authenticity of approved map/plan is verified : Building Completion Certificate Dt. 28/06/2018
i)	Any other comments by our empanelled valuers on authenticity of approved plan : Building Completion Certificate Dt. 28/06/2018



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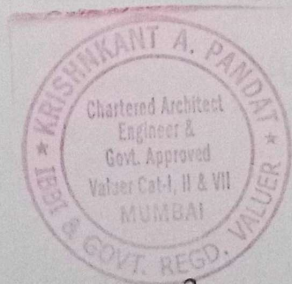
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Date :- 04/02/2022

7	Postal address of the property	:	Residential Flat No. 401 at 4 th floor, Wing-1, Building -B, Building Known As "Aditya Apartments", Situated on plot bearing Survey No-89, Hissa No - 18 at Village- Bapsai, Ta-Kalyan, Dist. Thane 421 103, Maharashtra, within limits of KMC	
8	City / Town	:	Kalyan	
	Residential Area, Commercial Area, Industrial Area or Mixed area	:	Residential Area	
9	Classification of the area			
	i) High / Middle / Poor	:	Middle Class	
	ii) Urban / Semi Urban / Rural	:	Semi Urban	
10	Coming under Corporation limit / Village Panchayat / Municipality	:	KMC	
11	Whether covered under any State / Central Govt. enactments (e.g. Urban Land Ceiling Act) or notified under agency area / scheduled area / cantonment area	:	No	
12	Boundaries of the property Dimensions of the side	:	A	B
			As Per Deed	As Per Plot
	North	:	-	Aditya Apartment A Wing
	South	:	-	Open Plot
	East	:	-	Aditya Apartment Bldg. B/1
	West	:	-	Aditya Apartment C wing
13	Extent of the site	:	N.A.	
14	Latitude, Longitude & Co-ordinates of flat	:	19°16'21.3"N 73°15'45.8"E	
15	Extent of the site considered for valuation (least of 13 A & 13 B)	:	N/A	
16	Whether occupied by the owner / tenant? If occupied by tenant, since how long? Rent received per month.	:	Owner Occupied	

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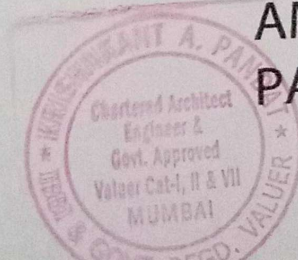
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I.	APARTMENT BUILDING		
1	Nature of the Apartment	:	(1 BHK)
2	Location		
	Survey No.	:	Survey No-89, Hissa No - 18
	Block No.	:	Nil
	Ward No.	:	Nil
	Village / Municipality / Corporation	:	KMC
	Door No. Street or Road (PIN Code)	:	421 103
3	Description of the locality (Residential / Commercial / Mixed)	:	Residential
4	Year of Construction	:	2018
5	Number of Floors	:	Ground + 4 th Upper Floors
6	Type of Structure	:	RCC
7	Number of Dwelling units in the building	:	--
8	Quality of Construction	:	Yes
9	Appearance of the Building	:	Yes
10	Maintenance of the Building	:	Yes
11	Facilities Available		
	Lift	:	Yes (1Nos)
	Protected Water Supply	:	Yes
	Underground Sewerage	:	Yes
	Car Parking - Open / Covered	:	Yes (Open)
	Is compound wall existing?	:	Yes
	Is pavement laid around the building?	:	Yes
III	Flat		
1	The floor on which the flat is situated	:	4 th floor
2	Door No. of the flat	:	Flat No. 401 at 4 th floor
3	Specification of the flat		
	Roof	:	RCC
	Flooring	:	Vitrified
	Doors	:	TW Flush Doors and Wooden Doors
	Windows	:	Aluminum Frame sliding windows
	Fittings	:	Concealed
	Finishing	:	Plaster

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4	House Tax	:	N.A.
	Assessment No.	:	N.A.
	Tax paid in the name of	:	N.A.
	Tax amount	:	N.A.
5	Electricity Service Connection No.	:	N.A.
	Meter Card is in the name of	:	On the Owner's Name
6	How is the maintenance of the flat?	:	Good
7	Sale Deed executed in the name of	:	Mrs. Prerna Pramod Jadhav. Mr. Pramod Tukaram Jadhav.
8	What is the undivided area of land as per Sale Deed?	:	N.A.
9	What is the plinth area of the flat?	:	Built up area= 480 Sq. Ft. i.e. 44.59 Sq. Mt (Carpet + 20% Loading)
10	What is the floor space index (approx.)?	:	As per actual
11	What is the Carpet Area of the flat?	:	Carpet area= 400 Sq. Ft. i.e. 37.16 Sq. Mt.
12	Is it Posh / I class / Medium / Ordinary?	:	Middle Class
13	Is it being used for Residential or Commercial purpose?	:	Residential
14	Is it Owner-occupied or let out?	:	Owner-occupied
15	If rented, what is the monthly rent?	:	Rs. 4,000/- to Rs. 5,000/- per month
IV MARKETABILITY			
1	How is the marketability?	:	Good
2	What are the factors favoring for an extra Potential Value?	:	Situated in main city area and close to public amenities
3	Any negative factors are observed which affect the market value in general?	:	Not Any

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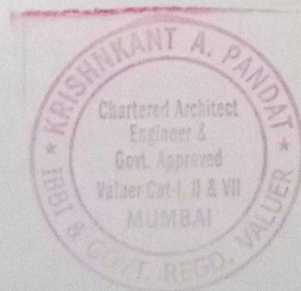


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V	RATE	
1	After analyzing the comparable sale instances, what is the composite rate for a similar flat with same specifications in the adjoining locality? - (Along with details, reference of at least two latest deals / transactions with respect to adjacent properties in the areas if available)	: Rs. 5,000/- to Rs. 7,000/- per Sq. Ft. for Carpet area in the locality for similar type of property (varying based on amenities and location)
2	Assuming it is a new construction, what is the adopted basic composite rate of the flat under valuation after comparing with the specifications and other factors with the flat under comparison (give details).	: Rs. 5,000/- to Rs. 7,000/- per Sq. Ft. for Carpet area in the locality for similar type of property (varying based on amenities and location)
3	Break-up for rate	:
	1. Building + Services	: Rs. 2,500/- per sq. ft.
	2. Land + Others	: Rs. 4,500/- per sq. ft.
4	Guideline rate obtained from the Registrar's office (an evidence thereof to be enclosed)	: Rs.24,700/- per sq mt. i.e. Rs. 2,294/-per sq. ft as per ready reckoner 44.59 Sq. Mt. x Rs. 24,700/- = Rs 11,01,373/-
VI	COMPOSITE RATE ADOPTED AFTER DEPRECIATION	
a.	Depreciated building rate	: New Building
	Replacement cost of flat with services {V(3)i}	: -
	Age of the building	: 04 Years
	Life of the building estimates	: 56 Years
	Depreciation percentage assuming the salvage value as 10%	: The 00.00% depreciation considered because building as the building age is 04 years old.
	Depreciation Ratio of the building	: 1:6 (10% depreciation at each 6 years)
b.	Total composite rate arrived for valuation	:
	Depreciated Building Rate VI (a)	: Rs. 2,500/- per Sq. Ft.
	Rate for land & other V (3) (ii)	: Rs. 4,500/- per Sq. Ft.
	Total Composite Rate	: Rs. 7,000/- per Sq. Ft. of Carpet Area



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As per the latest price trend available in the market from the property search for similar types of properties for Residential flat in this locality Price ranges from Rs. 5, 000/- to Rs. 7,000/- per sq. ft.

As per our opinion the fair market value of Rs. 7, 000/- per Sq. Ft. for Carpet area rate of the flat is reasonable and worth. Considering all the allotments, the factors such as amenities, Location, Allotted Car Parking Space, Special Features provided and the sale instance in the locality.

Sr No	Description	Qty. (Sq. Ft.)	Rate per unit (Rs.)	Estimated Value (Rs.)
1.	Present value of the flat	400 Sq. Ft. (Carpet area)	7,000/- Sq. Ft.	₹ 28,00,000.00
2.	Interior Decorations which carry a potential value, if any	--	-	-
3.	Others (Allotments/ Separate purchased car park or extended area etc.)	1 Nos Car Park With Electrical Charging Point	1,40,000/-	1,40,000/-
			Say	Rs. 29,40,000/- Rs. 29,40,000/-
				(Rupees Twenty Nine Lakhs Fourty Thousand Only)

Valuation Methodology:

(Valuation: Here, the approved valuer should discuss in details his approach to valuation of property and indicate how the value has been arrived at, supported by necessary calculation. Also, such aspects as impending threat of acquisition by government for road widening / public service purposes, sub merging & applicability of CRZ provisions (Distance from sea-coast / tidal level must be incorporated) and their effect on i) salability ii) likely rental value in future and iii) any likely income it may generate may be discussed). To arrive at the property value we relied upon recent transactions, property dealers, agents and local people, and news paper advertisements which information has, however, been validated.

Considering all aspects regarding specifications, location, other facilities available in & around the site and the recent transaction instances in the same locality for sale of residential units, we can conclude that

The aforesaid Flat will fetch around **Rs.7, 000/- per Sq. Ft.** on the Carpet area.

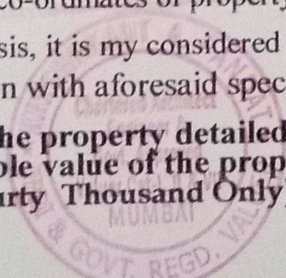
The rental value of the apartment at comes to Rs. 5,000/- to Rs. 8,000/- per month

Photograph of owner/representative with property in background to be enclosed.

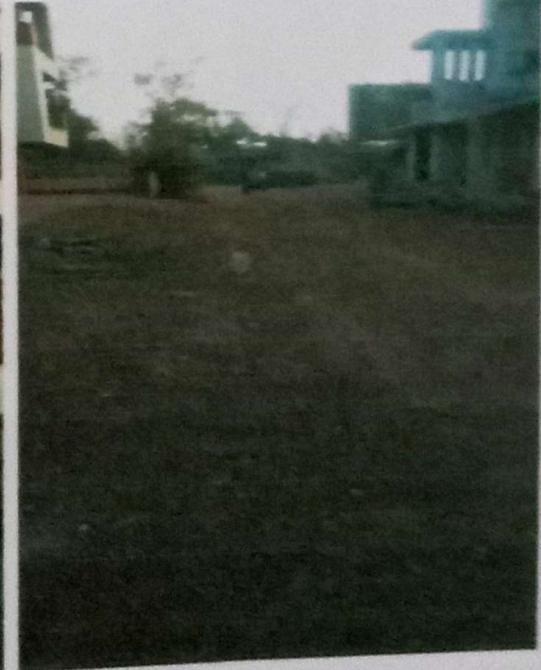
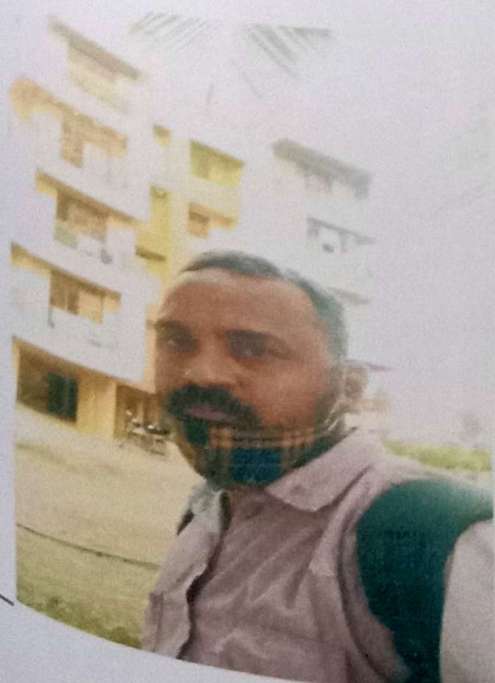
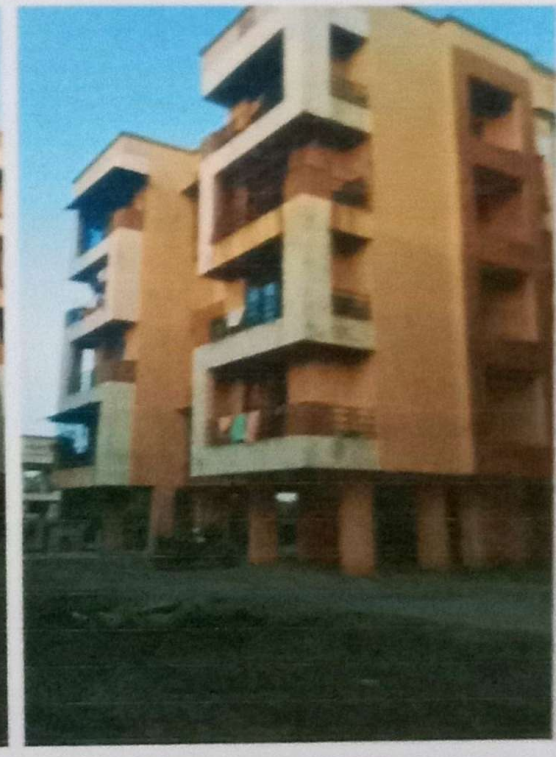
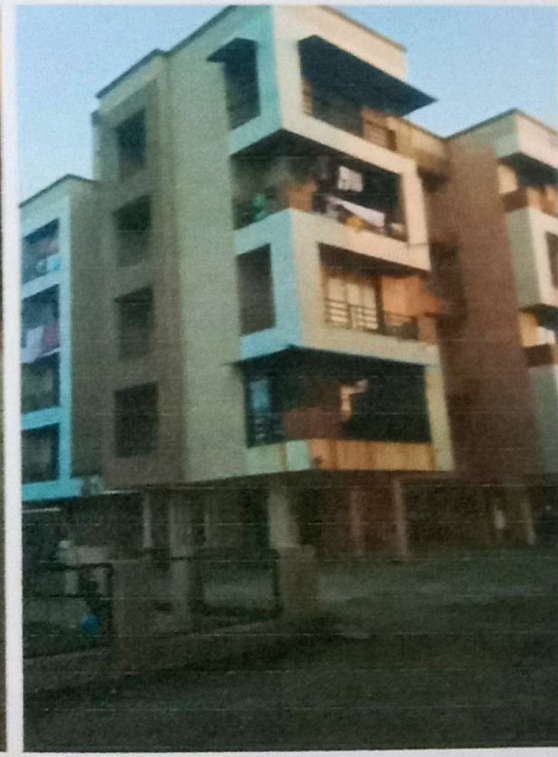
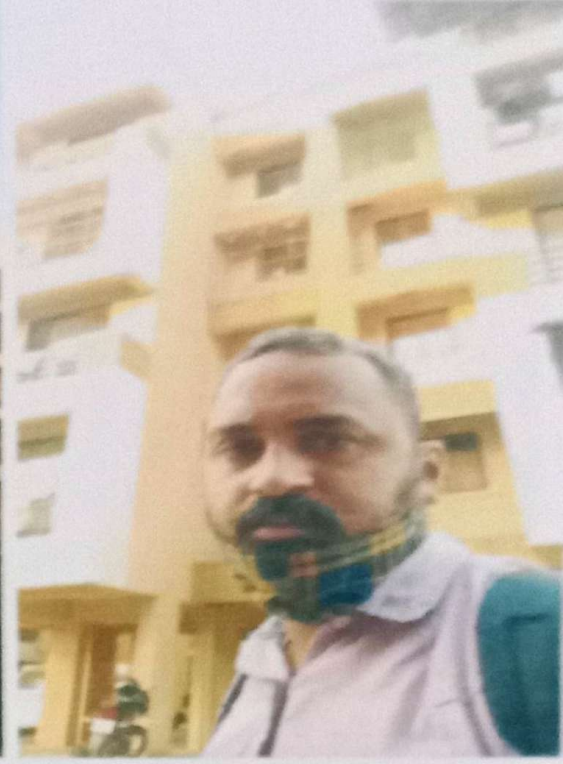
Screen shot of longitude/latitude and co-ordinates of property using GPS/Various Apps/Internet sites.

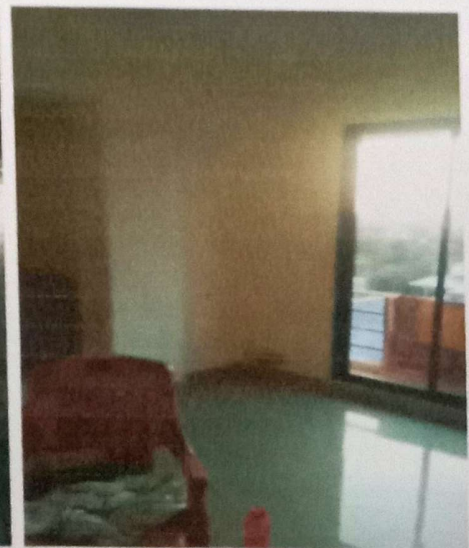
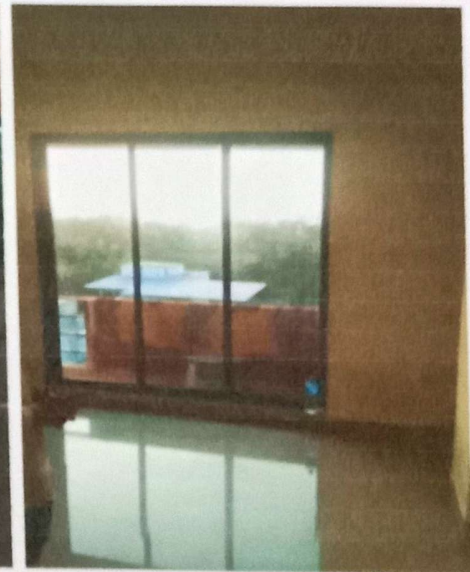
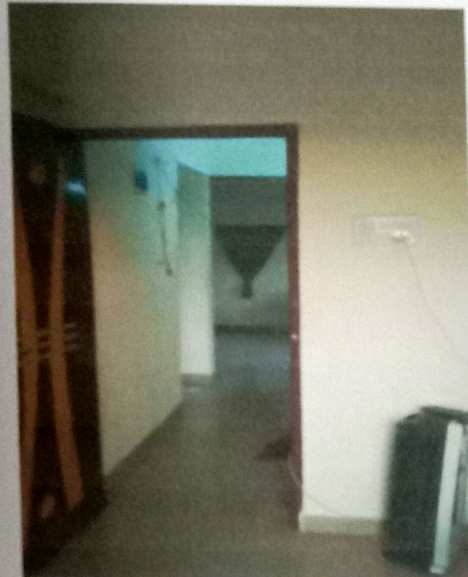
As a result of my appraisal and analysis, it is my considered opinion that the **realizable value** of the above property in the prevailing condition with aforesaid specifications is **Rs. 29,40,000/-**

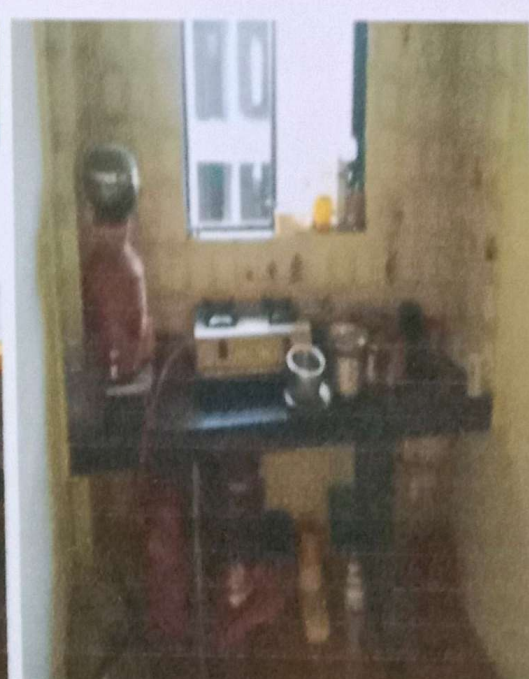
The undersigned has inspected the property detailed in the Valuation Report dated 04-01-2022. We are satisfied that the realizable value of the property is Rs. 29,40,000/- (Rupees Twenty Nine Lakhs Fourty Thousand Only)



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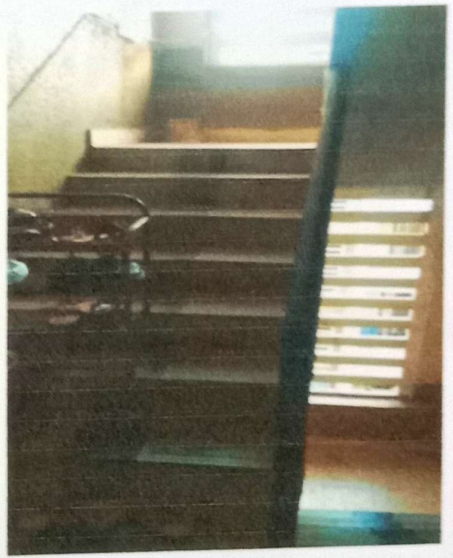


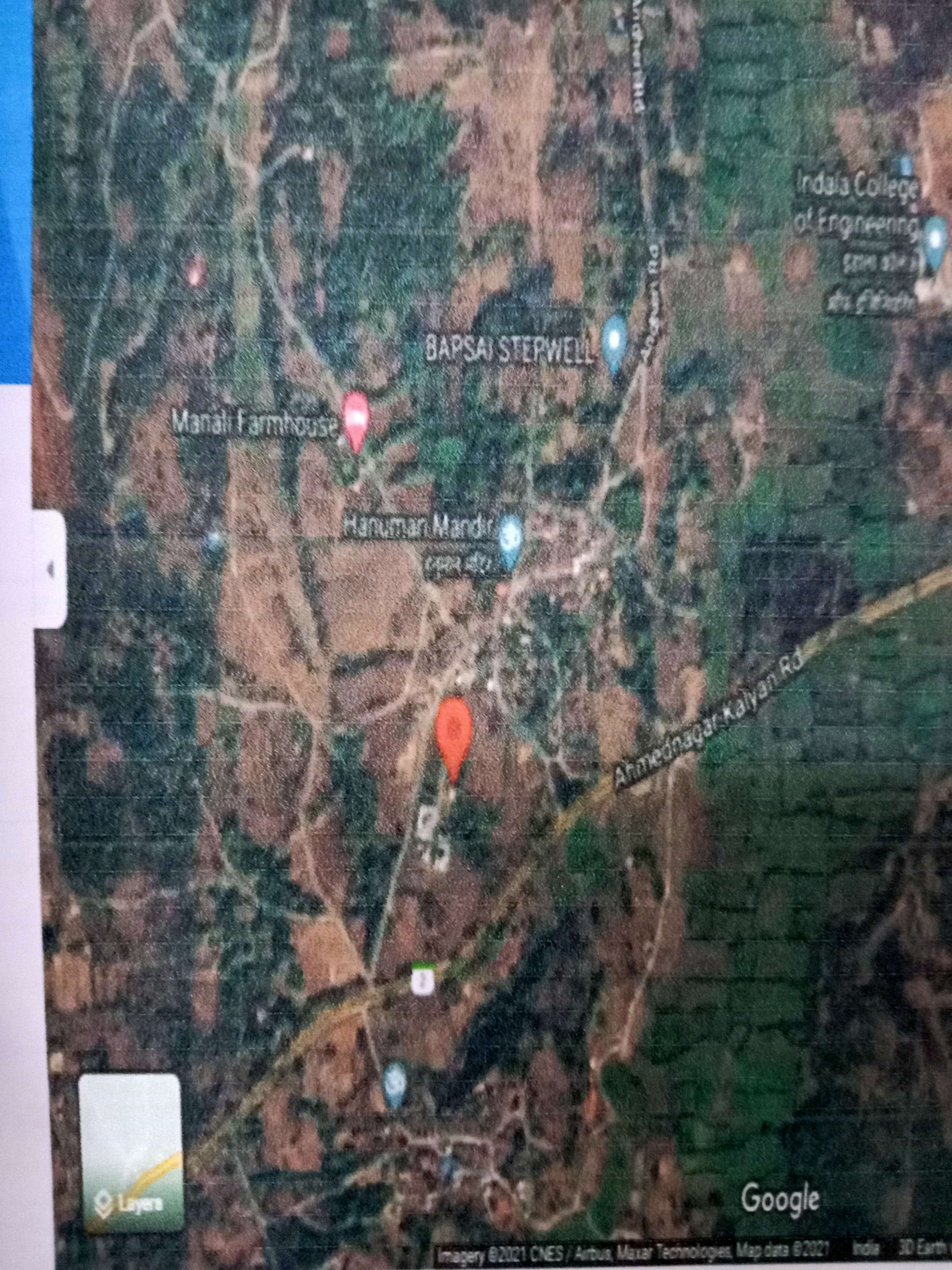
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of Engineering
Kalyan

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Manali Farmhouse

Hanuman Mandir

Ahmednagar-Kalyan Rd

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GRN	MH000416370202223E	BARCODE	Date 11/04/2022-16:46:39		Form ID	25.2
Department	Inspector General Of Registration		Payer Details			
Type of Payment	Stamp Duty	TAX ID / TAN (If Any)				
	Registration Fee	PAN No.(If Applicable)	AACPJ0585H			
Office Name	KLN2_KALYAN 2 JOINT SUB REGISTRAR		Full Name	ADITYA DEVELOPERS		
Location	THANE		Flat/Block No.	Flat No.401, , BUILDING B ADITYA		
Year	2022-2023 One Time		Premises/Building	APARTMENTS		
Account Head Details		Amount In Rs.				
0030046401	Stamp Duty	172500.00	Road/Street	S.No.89/18 , Village BAPSAI, Tal Kalyan, Dist Thane		
0030063301	Registration Fee	28750.00	Area/Locality	Area 400 sq. ft		
			Town/City/District			
			PIN	4	2	1 3 0 1
			Remarks (If Any)	PAN2=APUPJ6431M~SecondPartyName=Prerna Pramod Jadhav~CA=2875000		
Total		2,01,250.00	Amount In Words	Two Lakh One Thousand Two Hundred Fifty Rupees Only		

Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	00040572022041166927	IK0BQAANI1
Cheque/DD No.		Bank Date	RBI Date	11/04/2022-16:24:47	Not Verified with RBI
Name of Bank		Bank-Branch	STATE BANK OF INDIA		
Name of Branch		Scroll No. , Date	Not Verified with Scroll		

Department ID :
 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.



Print Date 11-04-2022 04:47:36
क.ल.न.२
दस्ता क्र. २४५ २०२२

AGREEMENT FOR SALE

This Agreement for Sale (the "Agreement") executed on this 12 day of APRIL, 2022, at Kalyan, By and Between:

- 1) **Mr. NAVIN NARANJI JAIN** (proprietor of M/s. ADITYA DEVELOPERS), son of Mr. NARANJI M DHULLA (JAIN), aged about 54 years, having his office at **301, Patel Plaza, Kalyan Murbad Road, Kalyan (W), PIN-421301** (Aadhar No. 828179517990, PAN AACPJ0585H), hereinafter called the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, successors-in-interest and permitted assignees).

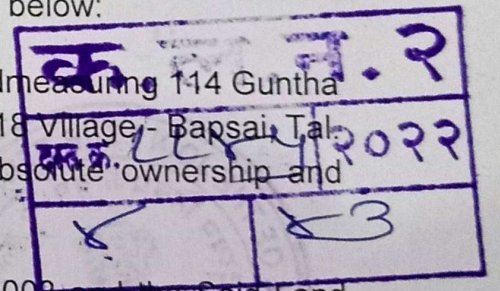
AND

- 2) **Mrs. PRERNA PRAMOD JADHAV**, age - 40 years (Aadhar No. 7298 1843 5249, PAN : APUPJ6431M) Adult, Indian Inhabitant, presently residing at 7, Siddhivinayak Chawl, Tulinj Road, Amrut Nagar, Nallasopara (East), THANE-401209, hereinafter called the "**Allottees**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include her heirs, executors, administrators, successors-in-interest and permitted assignees).

The Promoter and Allottees shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

1. The Promoter is the absolute and lawful owner, and in peaceful possession of total land admeasuring 114 Guntha (11,400 Sq. Mt.) situated at Survey No. 89, Hissa No. 18 Village - Bapsai, Tal. Kalyan, District - Thane, PIN - 421 103 (hereinafter referred to as the "**Said Land**") in the manner as described below:
- Mr. Bandhu Kamlu Tembhe inherited the land parcel admeasuring 114 Guntha (11,400 Sq. Mt.) situated at Survey No. 89, Hissa No. 18 village - Bapsai Tal. Kalyan, Dist.- Thane, PIN - 421 103, and was in absolute ownership and peaceful possession thereof.
 - Mr. Bandhu Kamlu Tembhe passed away on 05-12-2009 and the Said Land was succeeded by his legal heirs, i.e. Mr. Ramchandra Bandhu Tembhe, Mr. Tukaram Bandhu Tembhe, Mrs. Indumati Dattatray Mohape, Mrs. Hirabai Krishnaji Pashte, Mrs. Nandabai Sadashiv Desle, Mrs. Latabai Balu Vishe and Mrs. Rekha Raghunath Patole.
 - Mr. Tukaram Bandhu Tembhe, Mr. Aniruddha Vishwanath Palav and Mr. Kamalakar Bhikaji Muley purchased the Said Land from Mr. Ramchandra Bandhu Tembhe, Mr. Tukaram Bandhu Tembhe, Mrs. Indumati Dattatray Mohape, Mrs. Hirabai Krishnaji Pashte, Mrs. Nandabai Sadashiv Desle, Mrs. Latabai Balu Vishe and Mrs. Surekha Raghunath Patole by way of Conveyance-cum-Purchase-Deed dated 25-10-2007 duly registered under Sub-Registrar, Kalyan-1 vide Reg. No. 5915-2009.



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d. Mr. Kamalakar Bhikaji Muley passed away on 15-10-2010 and his share of the Said Land was succeeded by his wife Mrs. Jayshree Kamalakar Muley and his 3 daughters - Subodh Kamalakar Muley, Mansi Vinit Ghate and Uttara Uday Joshi.

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

- 76 Guntha (7,600 Sq. Mt.) by way of Conveyance-cum-Purchase-Deed dated 09-12-2011 duly registered under Sub-Registrar, Kalyan-1 vide Reg. No. 11245-2011 from:

i. Mr. Aniruddh Vishwanath Palav,

ii. Mrs. Jayshree Kamalakar Muley, Subodh Kamalakar Muley, Mansi Vinit Ghate and Uttara Uday Joshi (Legal heirs of Mr. Kamalakar Bhikaji Mule)

- 38 Guntha (3,800 Sq. Mt.) by way of Development Agreement and Power of Attorney from Mr. Tukaram Bandhu Tembhe dated 29-12-2011, duly registered at Sub-Registrar, Kalyan-1. vide Regn. No. 12026-2011 and 523-2011 respectively to Develop the said Plot of Land and to Construct Buildings, Bungalows and Row Houses in the said Plot of Land.

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

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

4. The Promoter has completed construction of Building A and Building B-1 & B-2 on the Said Land (**the Occupation Certificate has been received on dt. 28-06-2018**);

The Promoter is currently constructing Building C, 2 Twin Bungalows and 1 Single Bungalow on the Said Land;

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

5. The A. P. Thane (under collector of thane) has granted the commencement certificate to develop Buildings C, D, E, F & G vide approval dated 14-09-2018 Ref. Outward No. 1823. However, amendments for further buildings (D, E, F & G) may be obtained from the competent authorities, as and when required, at the sole discretion of the Promoter. The Allottees hereby give their consent for such amendments as required under section 14 of RERA / other laws as applicable;

6. The Promoter has registered Building A under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("RERA") with the Real Estate Regulatory Authority at Konkan Division on dt. 30-07-2017 under Regn. No. **P51700010512**;

7. The Allottees had applied for a Flat in the Said Project and has been allotted Flat No. 401 (the "Said Flat") having carpet area of 400 Sq. Ft., type 1 BHK, on 4th Floor in the Building B-1 (the "Said Building");

8. The Parties have gone through all the terms and conditions set out in this

9. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Said Project;
10. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
11. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottees hereby agree to purchase the Said Flat in Said Building of the Said Project as specified in para 7 of the recitals;

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

1. **TERMS:**

1.1 The Promoter has constructed the Said Building consisting of Stilt plus 4 upper floors on the Said Land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

The Occupation Certificate for the Said Building has been received on 28-06-2018.

1.2 The Total Price for the Said Flat No. 401, Type 1 BHK on 4th Floor of Building B-1 based on the carpet area 400 Sq. Ft. is **Rs. 28,75,000/- (Rupees Twenty Eight Lacs Seventy five thousand only)** including amenities Charges (Sale Price).

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

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

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



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- 1.4 The Allottees shall make the payment as per the payment plan set out in **Schedule B ("Payment Plan")**.
- 1.5 The Promoter may allow, at his sole discretion, a rebate for early payments of any installment payable by the Allottees by discounting such early payments @ 9% per annum for the period by which such installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision / withdrawal, once granted to the Allottees by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans of the Said Building, and specifications and the nature of fixtures,

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fittings and amenities described therein in respect of the Said Flat, without the previous written consent of the Allottees.

Provided that the Promoter may make such minor additions / alterations as may be required by the Allottees, or as may be required by RERA, or any other notification / order / rule / regulation.

1.7 Subject to Clause 11.3 the Promoter agrees and acknowledges, the Allottees shall have the right to the Said Flat as mentioned below:

- (i) The Allottees shall have exclusive ownership of the Said Flat;
- (ii) The Allottees shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottees in the Common Areas is undivided and cannot be divided or separated, the Allottees shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottees to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the common society as provided in the RERA;
- (iii) That the computation of the price of the Said Flat includes recovery of price of undivided share of land, construction of, not only the Said Flat, but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Said Project.

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

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

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

2. PAYMENT

- 2.1 The Allottees have paid a sum of Rs. 25,000 / - (Rupees Twenty Five Thousand Only) as part payment towards the Sale Price of the Said Flat at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottees hereby agrees to pay the remaining price of the Said Flat as prescribed in the Payment Plan as detailed in **Schedule B**, within the time and in the manner specified therein.
- 2.2 Provided that if the Allottees delay in payment towards any amount for which is payable, they shall be liable to pay simple interest at 18% from the due date as per demand letter till the date of payment of amount(s) along with such interest.
- 2.3 Without prejudice to the right of promoter to charge interest in terms of sub clause 2.3 above, on the Allottees committing default in payment on due date of any amount due and payable to the Promoter under this Agreement (including Allottees' proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottees committing 3 defaults / delays in payment of instalments, the Promoter may, at his own option, terminate this Agreement.

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

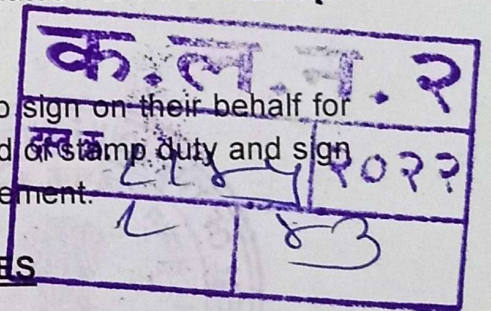
If the Allottees fail to rectify the breach(es) mentioned by the Promoter within 7 days, then the Promoter shall be entitled, at his own option, to terminate this Agreement.

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

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

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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



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shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

ADJUSTMENT / APPROPRIATION OF PAYMENTS

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

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

The Construction of the Said Flat and the Said Building has been completed and the Occupation Certificate has been received on 28-06-2018. The Allottees hereby confirm that they have thoroughly inspected the Said Flat and are satisfied with the carpet area, quality of construction and the amenities provided to them.

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

6. POSSESSION OF THE SAID FLAT

- 6.1 The Promoter shall offer to handover the possession of the Said Flat within 7 days from receipt of the full and final payment against the Sale Price, as per the Payment Plan prescribed in Schedule B.

- 6.2 The Allottees shall check and verify the carpet area of the Said Flat and the construction quality of the Said Flat and the Said Building and all amenities therein before taking possession of the Said Flat. Upon complete satisfaction of the same, the Allottees shall take the possession from the Promoter within 7 days from receipt of offer of possession from the Promoter.

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

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7. POSSESSION RELATED PROCEDURE

7.1 Maintenance charges

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

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

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

7.2 Failure to take possession

In case the Allottees fail to take possession within the time provided in clause 6, such Allottees shall continue to be liable to pay maintenance charges as applicable.

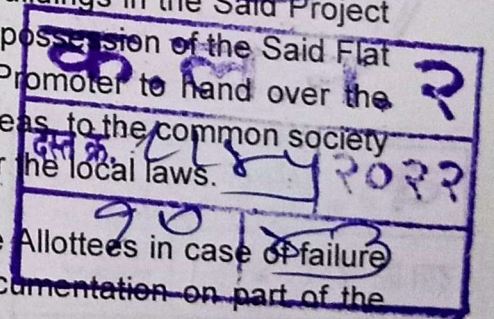
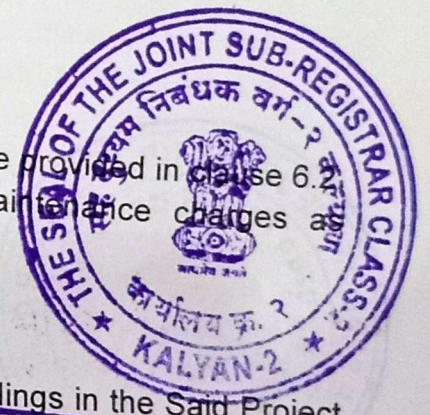
7.3 Possession by the Allottees

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

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

8. COMMON SOCIETY

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



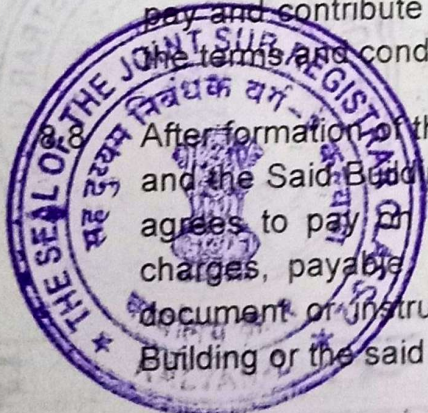
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- 8.2 The Allottees, along with other residents / unit holders of the flats / commercial units in the Said Project, shall join in forming and registering the Co-operative Society to be known by such name as the all / majority of the residents / unit holders may decide, and for this purpose the Allottees shall sign and execute the all necessary documents, required for the formation and registration of the Co-operative Society including the Bye-Laws of the Society duly filled in, and return to the Promoter within 7 days of the same being forwarded to the Allottees.
- 8.3 The Allottees also agree to bear his proportionate share of cost incurred for formation and / or registration of the common society, including legal expenses, stamp duty, registration fees etc. and shall reimburse the same to the Promoter within 7 days of such demand being made.
- 8.4 If there are any changes or modifications in the draft of bye-laws or Memorandum and / or Articles of Association, as may be required by the registrar of Co-operative Societies or any other competent Authority, the Allottees shall provide consent for the same without any hesitation or arguments for registration of common ownership.
- 8.5 The Allottees shall from time to time sign all applications, paper and documents and shall do all such acts, deeds and things as the Promoter or the common society may require to safeguard the interest of the Promoter or the common society.
- 8.6 The Allottees shall observe all the rules and regulations which the common society may adopt as its inception along with all additions, alterations or amendments thereof that may be made from time to time, for the protection and maintenance of the Said Building and the Said Flat therein, and for the observance of the building rules, regulations and the bye-laws for the time being of the concerned local authorities and of government and other public bodies.
- 8.7 The Allottees shall also observe all the stipulations and conditions laid down by the common society regarding and use of the Said Flat in the Said Building and shall pay and contribute regularly and punctually towards outgoing in accordance with the terms and conditions of the agreement.

8.8 After formation of the common society, the Promoter shall transfer the Said Land and the Said Building is transferred to the common society. The Allottees hereby agrees to pay or demand their share of the stamp duty and the registration charges, payable if any, by the common society on the conveyance or any document or instruments of transfer in respect of the Said Project and Said Building or the said premises to be executed in favour of the common society.

9 MAINTENANCE AND OTHER CHARGES

- 9.1 After execution of conveyance deed for the Said Land and the Said Building in favour of the common society, the common society shall be liable to bear and pay the costs and expenses in respect of the Said Building and the Said Land, including but not limited to local taxes, betterment charges, or such other charges levied by the concerned local authority and / or government Authorities, along with water charges, waste collection, waste disposal, waste management, common electricity expenses, repairs and maintenance, salaries of clerks, bill-collector, accountant, security guards, sweepers and all other expenses necessary and incidental to the management and maintenance of the Said Project and the Said Building.



- 9.2 The Allottees undertake to bear and pay their proportionate share of such outgoing to the common society, on a monthly basis on or before the 5th day of each month in advance and shall not withhold the same for any reason whatsoever, otherwise the Allottees will be liable for interest @ 18% of the such amount due.

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

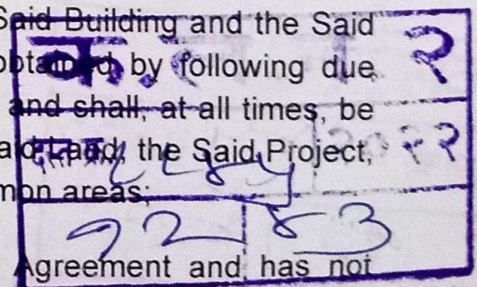
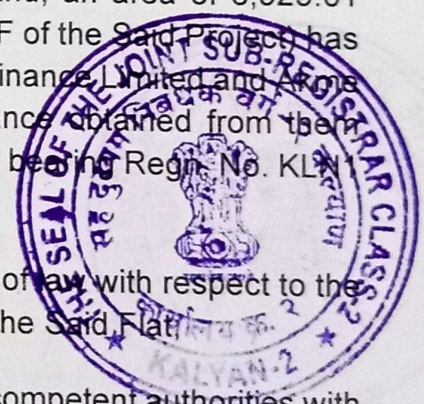
- 9.3 In case any security deposit(s) are demanded by concerned local authorities or government for the purpose of giving the water connection to the Said Building, such deposit shall be payable by the Allottees as his share of contribution to the Promoter or the common society, as the case may be, within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

- 9.4 The Allottees agree to pay their contribution of all the applicable taxes, duties & levies payable to the District Collector, Thane or the Tahsildar of Kalyan.

10. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Said Project; The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Said Project;
- (ii) Out of 11,400 square meter area of the Said Land, an area of 6,929.01 square meter (pertaining to Buildings C, D, E and F of the Said Project) has been mortgaged in favour of Akme Star Housing Finance Limited and Akme Fintrade (India) Limited against construction finance obtained from the vide Mortgage Deed duly executed on 04-04-2018 bearing Regn. No. KLN 1 - 3143 - 2018.
- (iii) There are no litigations pending before any Court of law with respect to the Said Land, the Said Project, the Said Building or the Said Flat.
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the Said Land, the Said Project, the Said Building and the Said Flat are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, be compliant with all applicable laws in relation to Said Land, the Said Project, the Said Building and the Said Flat and the common areas;
- (v) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottees created herein, may prejudicially be affected;



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- (vi) The Promoter has not entered into any agreement for sale and / or development agreement or any other agreement / arrangement with any person or party with respect to the Said Land, including the Said Project, the Said Building and the Said Flat which will, in any manner, affect the rights of Allottees under this Agreement;
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Said Flat to the Allottees in the manner contemplated in this Agreement;
- (viii) At the time of execution of the Conveyance deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Said Flat to the Allottees and the common areas to the common society;
- (ix) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and / or no minor has any right, title and claim over the Schedule Property;
- (x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and / or penalties and other outgoings, whatsoever, payable with respect to the Said Project to the competent Authorities;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the Said Land or the Said Project or the Said Building.

11. EVENTS OF DEFAULTS AND CONSEQUENCES

11.1 The Promoter shall be considered under an Event of Default, in the following conditions:

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

For the purpose of this clause, 'ready to move in possession' shall mean that the Said Flat shall be in a habitable condition which is complete in all respects;

- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of RERA or the rules or regulations made thereunder.

11.2 In case of Default by Promoter under the conditions listed above, Allottees are entitled to the following:

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

- (ii) The Allottees shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottees under any head whatsoever towards the purchase of the Said Flat, along with interest at 9% within 45 days of receiving the termination notice.

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

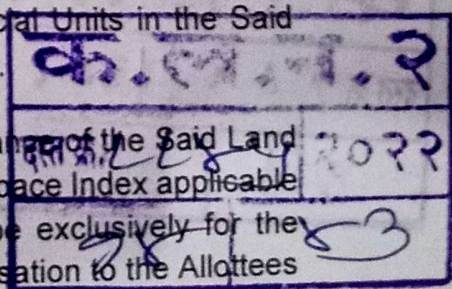
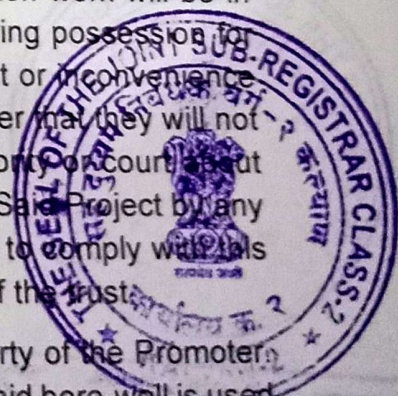
11.3 The Allottees shall be considered under an Event of Default, in the following conditions:

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

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

12. OTHER TERMS AND CONDITIONS

- 12.1 The Allottees are aware that the construction work of the Said Project will be undertaken and completed in phases, which means construction work will be in progress until the whole Project is completed, even after granting possession for the Said Building Accordingly, there could be some noise, dust or inconvenience to the Allottees, which they understand and assure the Promoter that they will not raise any objection nor will make any complaints to any authority or court about the same and will not disturb any on-going construction in the Said Project by any way. It is expressly agreed that failure on part of the Allottees to comply with this term will be treated as breach of this Agreement and breach of the trust.
- 12.2 The bore-well situated in the Said Project lay-out is the property of the Promoter. The Allottees will not raise any objection if the water from the said bore-well is used by residents / unit holders of Flats / Bungalows / Commercial Units in the Said Project or by the Promoter for his own / commercial purpose.
- 12.3 If at any time prior to, or even after execution of the conveyance of the Said Land (or part thereof) in favour of the common society, the Floor Space Index applicable to the Said Land is increased, then such increase shall be exclusively for the benefit of the promoter alone, without any rebate or compensation to the Allottees or the common society.



[Handwritten signature]

P. P. Jadhav

Name of the Promoter: M/s. Aditya Developers

Address: 301, Patel Plaza, Kalyan Murbad Road, Kalyan (W), PIN-421301.

It shall be the duty of the Allottees 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 Allottees, as the case may be.

33. JOINT ALLOTTEES

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

34. GOVERNING LAW

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

35. DISPUTE RESOLUTION

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

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

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

ALLOTTEES:

Mrs. PRERNA PRAMOD JADHAV

Aadhar No. 7298 1843 5249,

PAN : APUPJ6431M

Occupation: Service



P. P. Jadhav



SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter: **NAVIN NARANJI JAIN**

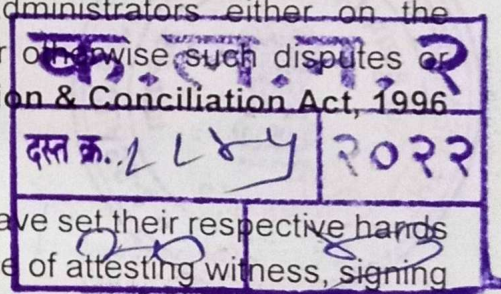
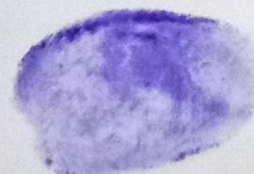
PAN: **AACPJ0585H**

Occupation: Business

At Kalyan



Handwritten signature of Navin Naranji Jain.



in the presence of: _____

WITNESSES :

Signature _____ Pravin

Name PRAVIN PATIL.

Address KALYAN.

2 Signature _____ Pravin

Name GAJANAN SHIRSATI

Address : KALYAN.

SCHEDULE 'A'

DESCRIPTION OF THE SAID FLAT

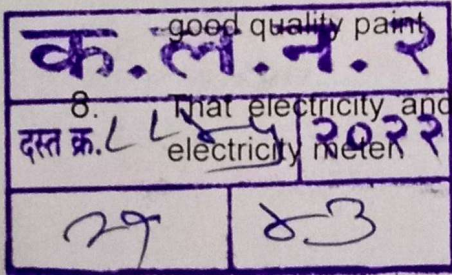
Flat No. 401 situated on **4th Floor** in the project **Aditya Apartments, Building B-1**, Carpet Area **400.00 Sq. Ft. (1 BHK)** constructed on all that piece and parcel of Land situated at Village – Bapsai, Survey No. 89, Hissa No. 18, Tal- Kalyan, Dist.- Thane, PIN - 421 103. The Said Building is Stilt + 4 Floors with Lift.

Amenities and specification given below

1. **Flat No. 401** consists of 1 Living Room, 1 Bed Room, 1 Kitchen and 1 Bathroom and 1 W.C.
2. The Said Flat is of RCC Columns and Beams and construction designed for earthquake protection Partition walls of bricks and plastered with cement, mortar, etc., with R.C.C. Slab, flooring with Vitrified tiles.
3. The Kitchen contains Kitchen platform raised to 2 ½ Ft. with Granite stone platform fixed thereon with attached steel sink for washing utensils, separate tap for supply of water.
4. The rooms will be having doors of wood and Bathrooms & WC door will be of Fiber material with Aluminum frame.
5. Separate plumbing line provided for Solar-Energy Hot water in bathroom.
6. Sliding windows of Aluminum and transparent glass.

7. The Said Flat will be painted with Distemper paint internally and externally with good quality paint.

8. That electricity and water connection provided in the said room with separate electricity meter.



SCHEDULE 'B'

PAYMENT PLAN AGREED BY THE ALLOTTEES TO PAY THE PROMOTER

for total consideration of Flat No. 401, 4th floor, Building B-1 situated at Aditya Apartments, Village - Bapsai, Tal - Kalyan, Dist. - Thane, S. No. 89, H No. 18 in the following manner:

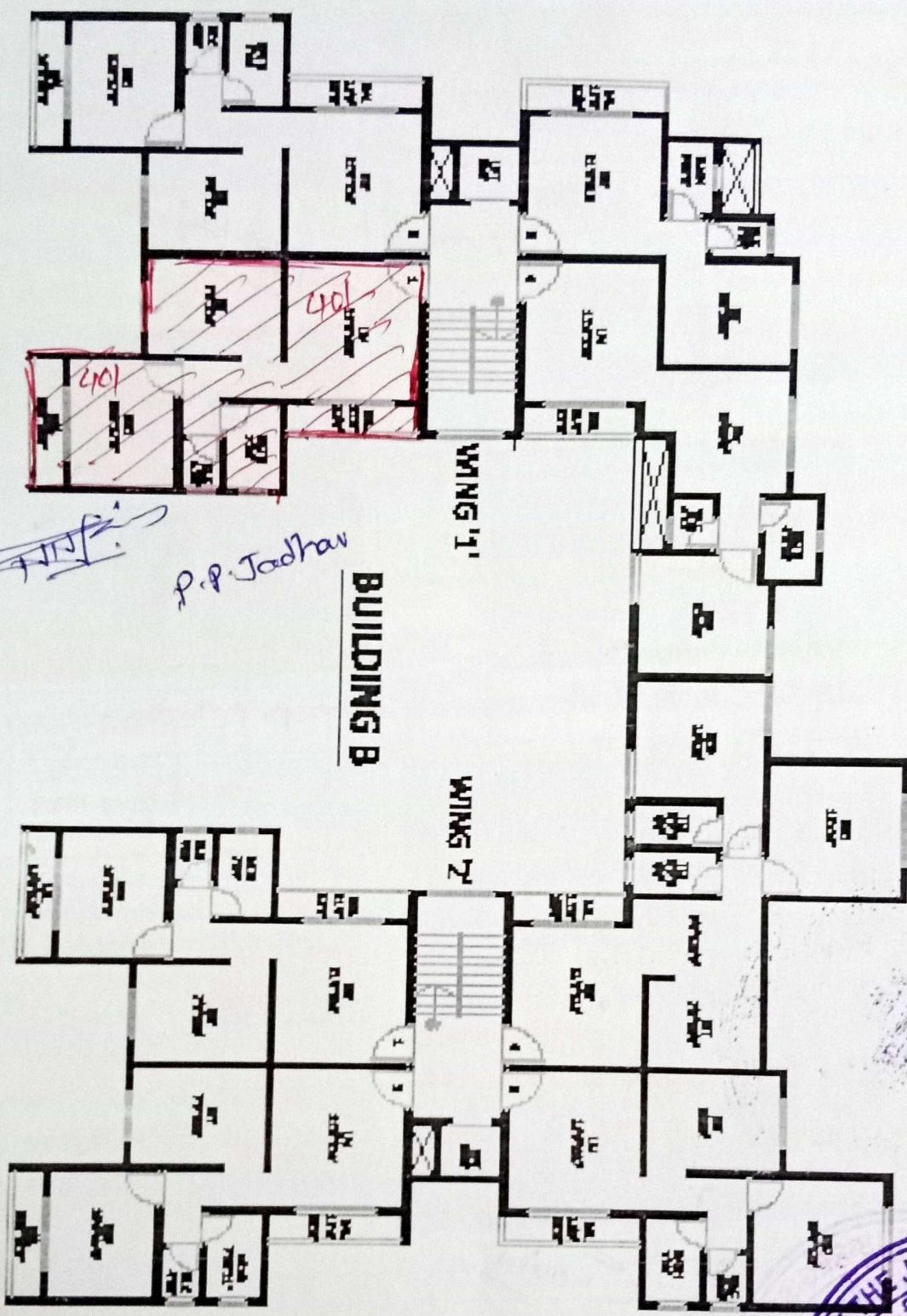
a)	Rs. 25,000 /-	Rupees Twenty Five Thousand only as part payment before execution of this Agreement
b)	Rs. 28,50,000 /-	Balance within 30 days from execution of this Agreement
	Rs. 28,75,000 /-	GRAND TOTAL

P. P. Jadhav

SCHEDULE 'C'

FLOOR PLAN OF THE BUILDING

FIRST & THIRD FLOOR PLAN



Flat No.
401

[Handwritten signature]

P. P. Jadhav

BUILDING B

WING 1

WING 2



P. P. Jadhav

क.ल.न. २	
दस्तावेज क्र. ८८५	२०२२
२२	४३

नगर रचना आणि मूल्यनिर्धारण विभाग
ठाणे शाखा

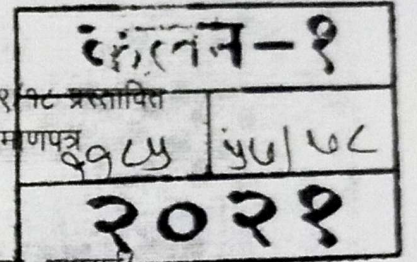
जा.क्र. भोगवटा दाखला/मौ.बापसई/ता.कल्याण/ससंठाणे/१२२०

सहायक संचालक, नगर रचना,
ठाणे, जिल्हाधिकारी इमारत,
३ रा मजला, कोर्ट नाका, ठाणे (प)
दूरध्वनी क्र.: -०२२/२५३४२७४४
ई-मेल - adtp_thane@rediffmail.com
दिनांक २८/६/१८

प्रति,
मा. जिल्हाधिकारी,
ठाणे.

विषय : बांधकाम पूर्णत्वाचा दाखला मिळणेबाबत.

मौ. बापसई, ता. कल्याण, जि. ठाणे येथील स. क्र. ८९/१८ प्रस्तावित
इमारत क्र. ए, बी-१ व बी-२ या जमिनीचे भोगवटा प्रमाणपत्र
मिळणेबाबत.



- संदर्भ : १) आपले अकृषिक आदेश क्र. महसूल/क-१/टे-७/एनएपी/मौ. बापसई/
कल्याण/एसआर-७५/२०१२, नवीन १७८/१२, दि. २६/०३/२०१३
२) या कार्यालयाचे शिफारस पत्र क्र. विशेष/बसंस/मौ. बापसई/
ता.कल्याण /ससंठाणे/३०४७, दि. १४/०९/२०१२,
३) आपल्या कार्यालयाचे पत्र क्र. महसूल/क-१/टे-७/बा.को.नं.
१५२२८३९४८११३८, दि. ०५/०६/२०१८.
४) मे. उल्हास क्षिरसागर अँड असो. यांचा अर्ज दि. ०४/०४/२०१८

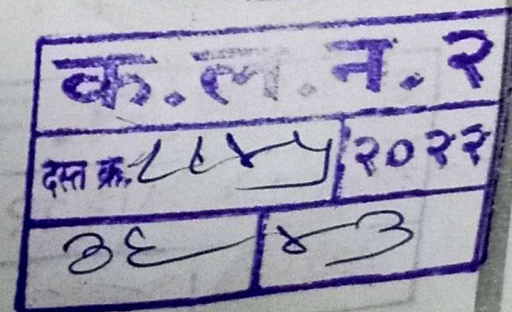


महोदय,

संदर्भित पत्र क्र. ३ व ४ अन्वये मा. जिल्हाधिकारी, ठाणे मौ. बापसई, ता. कल्याण
जि. ठाणे येथील स. क्र. ८९/१८ प्रस्तावित इमारत क्र. ए, बी-१ व बी-२ या जमिनीचे भोगवटा
प्रमाणपत्राबाबत या कार्यालयाकडे स्वयंस्पष्ट अभिप्राय मागितले आहेत. सदर प्रकरणी या
कार्यालयामधील प्रतिनिधीने जागेचे स्थळनिरिक्षण व विकासकाने सादर केलेल्या कागदपत्राची पडताळणी
केली असून या कार्यालयाचे अभिप्राय खालील प्रमाणे आहेत.

संदर्भित पत्र क्र. ४ अन्वये मौ. बापसई, ता. कल्याण, जि. ठाणे येथील स. क्र.
८९/१८ या बांधकाम नकाशांना मंजूरीची शिफारस या कार्यालयाकडून करण्यात आली आहे.
वास्तुविशारद मे. उल्हास क्षिरसागर अँड असो. यांनी वापर दाखल्याच्या अनुषंगाने असलेल्या अटी व
शर्तीची पूर्तता केलेली आहे. आपल्या माहितीसाठी भोगवटा प्रमाणपत्रासोबतच्या मंजूर नकाशाच्या प्रती,
भोगवटा/ वापर दाखला देण्याच्या अंतर्गत छाननी अहवालाची सत्यप्रत या पत्रासोबत सादर करित आहे.
तसेच या कार्यालयामधील तांत्रिक प्रतिनिधीने प्रत्यक्ष जागेवर स्थळ निरिक्षण केले असता जागेवर
इमारतीची समासिक अंतरे मंजूर नकाशाप्रमाणे आढळून येत असल्याचा स्थळ निरिक्षण अहवाल

592



दिलेला आहे. तसेच इमारत क्र. ए, बी-१ व बी-२ या इमारतीवरील सोलर वाटर लावणेत आलेले आहेत व इतर सर्व काम पूर्ण झालेली आहेत. भोगवटा / वापर दाखल्याबाबतचा इमारत निहाय तपशिल खालीलप्रमाणे आहे.

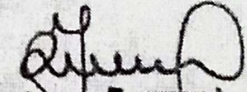
अ.क्र.	इमारत प्रकार	इमारतीचे प्रस्तावित मजले/ वापर	एकूण प्रस्तावित बांधकाम क्षेत्र चौ. मी.
कलन-१	ए	स्टिल्ट + तळ + ४ मजले/ रहिवास (१३ सदनिका)	६१२.१८
११८५	बी	स्टिल्ट + तळ + ४ मजले/ रहिवास (३३ सदनिका)	१५००.४५
२०२३	एकूण		२११२.६३

उपरोक्त नमूद बाबी लक्षात घेता या कार्यालयाकडील पत्र क्र. या कार्यालयाचे शिफारस पत्र क्र. विशेष/वाप/मौ.बापसई/ता.कल्याण /ससंठाणे/३०४७, दि. १४/०९/२०१२ मधील अटी व शर्तीस अधीन राहून उपरोक्त इमारतीस भोगवटा दाखला देण्यास या कार्यालयाची हरकत नाही.

साबित:- मुंबईच्या २ प्रती.



आपला,


(प्र. शा. रविराव)

सहायक संचालक, नगर रचना,
ठाणे.

प्रत :- १) मा. महानगर आयुक्त, मुंबई महानगर प्रदेश विकास प्राधिकरण, बांद्रा, मुंबई यांना माहितीस्तव सादर.

२) मे. उल्हास क्षिरसागर अँड असो., ७३, पहिला मजला, शिव आनंद उदयोग संकुल, एल. बी. एल मार्ग, ठाणे. (प.) यांना माहितीस्तव.



12/04/2022

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. कल्याण 2

दस्त क्रमांक : 8845/2022

नोंदणी :

Regn.63m

गावाचे नाव : बापसई

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	2875000
(3) बाजारभाव (भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	1075100
(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: कल्याण-डोंबिवली इतर वर्णन ; इतर माहिती: मौजे बापसई येथील सर्वे नंबर 89 हिस्सा नंबर 18 यावरील आदित्य अपार्टमेंट बिल्डींग नं बी विंग 1 सदनिका नंबर 401 4था मजला क्षेत्र 400 चौ फुट ((Survey Number : 89/18 ;))
(5) क्षेत्रफळ	1) 400 चौ.फूट
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:-मे आदित्य डेव्हलपर्स तर्फे मालक श्री नवीन नाराणजी जैन -- वय:-55; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: पटेल प्लाझा कल्याण मुरबाड रोड कल्याण , ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे. पिन कोड:-421301 पॅन नं:-AACPJ0585H
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:-प्रेरणा प्रमोद जाधव -- वय:-40; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -७ सिद्धिविनायक चाळ तुलीज रोड अमृत नगर नालासोपारा , ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे. पिन कोड:-401209 पॅन नं:-APUPJ6431M
(9) दस्तऐवज करून दिल्याचा दिनांक	12/04/2022
(10) दस्त नोंदणी केल्याचा दिनांक	12/04/2022
(11) अनुक्रमांक, खंड व पृष्ठ	8845/2022
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	172500
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	28750
(14) शेरा	

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

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

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



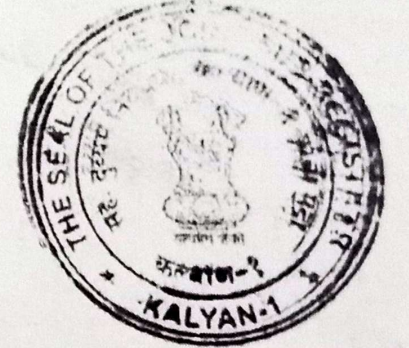
ANNEXURE - M

क्र.महसूल/कक्ष-१/टे-७/एनएपी/बापसई-कल्याण/एसआर-७५/१२ नविन १७८/१२
जिल्हाधिकारी कार्यालय ठाणे
दिनांक :- 26 MAR 2013

वाचले :-

१. श्री. नवीन नाराणजी जैन (शहा) व इतर यांचे घतीने श्री. उल्हास गो. प्रधान रा. राजशिला अपा. १ ला मजला, फडकेवाडी, नगरपालिका शाळा क्र. २ जयळ, डॉ. मुसे रोड, ठाणे ४०० ६०१ यांचा दि. २२/०५/२०१२ व दि. १/१२/२०१२ रोजीचा अर्ज
२. दैनिक "ठाणे वैभव" या वृत्तपत्रामध्ये दि. १९/०६/२०१२ रोजी प्रसिध्द केलेला जाहिरनामा
३. सहाय्यक संचालक नगररचना ठाणे यांचेकडील पत्र क्र विशेष/बांध/मौ.बापसई/ता कल्याण/ससंठाणे/३०४७ दि. १४/०९/२०१२.
४. तहसिलदार कल्याण यांचेकडील पत्र क्र.जमिनबाब/टे-२/कावि-१८१५/एसआर-६६ दिनांक ३०/०८/२०१२.
५. जिल्हाधिकारी ठाणे यांचेकडील आदेश क्र. महसूल/क-१/टे-७/एनएपी/एसआर-७५/२००८ दि. ३०/०९/२००८ व दुरुस्ती आदेश दि. १२/०२/२००९.
५. भूसंपादन विभागाकडील अनौपचारिक संदर्भ,
 - १) उपजिल्हाधिकारी (भूसंपादन), लघु पाटबंधारे, ३ रा माळा ठाणे यांचेकडील क्र. भूसं/लपा/टे-१/एसआर-६७६ दि. २६/०६/२०१२
 - २) भूमि संपादन विशेष अधिकारी (विशेष घटक), ठाणे यांचेकडील क्र. भूसंविअ/नाहदा/१०९८ दि. १७/०७/२०१२
 - ३) उपजिल्हाधिकारी (भूसंपादन), मेट्रो सॅटर-३, ठाणे यांचेकडील क्र. भूसं./मे.सं.३/एसआर-६२३ दि. १९/०६/२०१२
 - ४) उपविभागीय अधिकारी ठाणे विभाग ठाणे यांचेकडील क्र.टिडी/टे-५/भू.सं.दा./कावि-/एसआर-१९०/१२ दि. १६/०६/२०१२
 - ५) उपजिल्हाधिकारी (भूसंपादन), उल्हास खोरे प्रकल्प ठाणे यांचेकडील क्र.भूसंपादन/टे.नं.४/सी-३०५८७ दि. २९/०६/२०१२
 - ६) उपजिल्हाधिकारी (भूसंपादन), लघु पाटबंधारे ठाणे ५ वा माळा यांचेकडील क्र. भूसंपादन/एसआर/टे-१/वशि-६५० दि. २७/०७/२०११
६. अर्जदार यांनी सादर केलेले हमीपत्र कम प्रतिज्ञापत्र दि. २१/०५/२०१२
७. अर्जदार यांनी सादर केलेले शपथपत्र व बंधपत्र दि. २१/०५/२०१२

कलन-१
११८५ ४०६८
२०२१



आदेश :-

ज्याअर्थी, उपोद्घातातील अ.क्र. १ अन्वये ठाणे जिल्हयातील, कल्याण तालुक्यातील, मौजे- बापसई, येथील स.नं. ८९/१८ एकूण क्षेत्र ११,४००.०० चौ.मी. जमिनीची रहिवास या विगारशेती प्रयोजनार्थ वापर करण्याची परवानगी मिळण्याबाबत अर्ज केलेला आहे.

ज्याअर्थी, अर्जदार यांनी दि. १९/६/२०१२ रोजीचे दैनिक "ठाणे वैभव" या वृत्तपत्रात जाहिरनामा प्रसिध्द केला होता व त्यावर मुदतीत कोणतीही हरकत/तक्रार या कार्यालयाकडे प्राप्त झालेली नाही.

ज्याअर्थी, जिल्हाधिकारी ठाणे यांचेकडील विनशेती आदेश क्र. महसूल/क-१/टे-७/एनएपी/एसआर-७५/२००८ दि. ३०/०९/२००८ व दुरुस्ती आदेश दि. १२/०२/२००९ अन्वये रेखांकनास मंजूरी दिलेली आहे.

ज्याअर्थी, सहाय्यक संचालक नगररचना ठाणे यांचेकडील पत्र क्र विशेष/बांध/मौ.बापसई/ता कल्याण/ससंठाणे/३०४७ दि. १४/०९/२०१२ अन्वये मौजे- बापसई ता.कल्याण येथील स.नं. ८९/१८ एकूण क्षेत्र ११४००.०० चौ.मी.पैकी २११८.२५ चौ.मी. ही हरीत क्षेत्रातील जागा वगळून क्षेत्र ९,२८१.७५ चौ.मी. क्षेत्रास विनशेती परवानगीबाबत शिफारस केलेली असून बांधकाम नकाशे मंजूर केलेले आहेत.

त्याअर्थी, आता महाराष्ट्र जमीन महसूल अधिनियम १९६६ चे कलम ४४ अन्वये जिल्हाधिकारी ठाणे यांच्याकडे निहित करण्यांत आलेल्या अधिकारांचा वापर करून उक्त जिल्हा



क.ल.न.२
दस्त क्र. ८८५ २०२२
३० ४३

२०२१



क्र. महसूल/कक्ष-१/टे-७/एनएपी/बापसई-कल्याण/एसआर-७५/१२ दिनांक १७/१२
या आलेखाद्वारे मधील नाराणजी जैन (शाहा), तुकाराम बंधू टेंभे यांना ठाणे जिल्ह्यातील, कल्याण
मोजे- बापसई, येथील ८९/१८ एकूण क्षेत्र ११४००.०० चौ.मी. पैकी
हरीत क्षेत्रातील जागा वगळून ९,२८१.७५ चौ.मी. क्षेत्रास रहिवास या
वापर करण्याबाबत पुढील शर्तीवर अनुज्ञा (परमीशन) देण्यात येत असून
नगररचना ठाणे यांचेकडील मंजूर बांधकाम नकाशाप्रमाणे जागेवर
अनुज्ञा राहिल.

- ही परवानगी अधिनियम त्याखालील केलेले नियम यांना अधिन ठेवून देण्यात आलेली आहे.
- मंजूर रेखांकनाप्रमाणे जागेवर रस्ते व भूखंड इ. ची प्रत्यक्ष आखणी करून ती उप अधिक्षक, भूमी अभिलेख, कल्याण यांचेकडून मोजणी करून घेण्यात यावी. मोजणी करतेवेळी अंतर्गत रस्त्याची आखणी, खुली जागा व भूखंडाचे बाबतीत योग्य तो समन्वय साधणे आवश्यक आहे व मंजूर रेखांकनात आणि मोजणीमध्ये अथवा भूखंडाचे क्षेत्रामध्ये तफावत आढळल्यास किंवा भूखंडाचे क्षेत्र नियमापेक्षा कमी झाल्यास या प्रकरणी सुधारीत मंजूरी घेणे बंधनकारक राहिल. वरीलप्रमाणे मोजणी केलेल्या नकाशाची प्रमाणित प्रत सहाय्यक संचालक नगररचना ठाणे यांचे कार्यालयाच्यास तसेच या कार्यालयाच्या अभिलेखासाठी सादर करणे आवश्यक आहे.
- प्रस्तावित भूखंडाचा वापर मंजूर बांधकाम नकाशांमध्ये दर्शविल्याप्रमाणे रहिवास वापराकरिता करणे बंधनकारक राहिल.
- नियोजित बांधकामापासून पुढील, मागील व बाजूची अंतरे प्रत्यक्ष जागेवर मंजूरीप्रमाणेच ठेवण्यात यावी.
- अस्तित्वातील/ नियोजित बांधकामाचे क्षेत्र हे मंजूर नकाशाप्रमाणे व खालील तक्त्याप्रमाणे असावे.

जागेचे क्षेत्र चौ.मी.	रस्ता रुंदीकरणासाठी सोडलेले क्षेत्र चौ.मी.	कमाल अनुज्ञेय बांधकाम क्षेत्र चौ.मी.	प्रस्तावित बांधकाम क्षेत्र चौ.मी.	वापर
११,४००.००	-	८,३५३.५६	४,३४३.३८	रहिवास

- नियोजित बांधकामाचे भूखंडातील बांधकाम क्षेत्र नकाशात दर्शविल्याइतके प्रत्यक्ष जागेवर कमाल राहिले पाहिजे. सदर बांधकाम हे मंजूर नकाशाप्रमाणे Type-A व Type-B या इमारतीसाठी स्ट्रिक्ट + ३ मजले या प्रमाणेच करण्यात यावे.
- वरील वापर सुरु करण्यापूर्वी रेखांकनातील रस्ते त्यांचे गटारासह वाहतुकीस योग्य होतील असे पक्क्या स्वरूपात बांधण्यात यावेत व त्याची रुंदी मंजूरी रेखांकनाप्रमाणे ठेवण्यात यावी.
- रेखांकनातील खुली-जागा ही विनशेती खालील क्षेत्राच्या किमान १० टक्के एवढी प्रत्यक्ष जागेवर उपलब्ध झाली पाहिजे. सदर जागेचा उपयोग हा अजंदार यांनी खेळाचे मैदान / बगीचा याच अनुज्ञेय वापरांतर्गत करणेचा आहे.
- खुली जागा ही कायमस्वरूपी मोकळी करण्यात यावी. तसेच रेखांकनातील खुली जागा विक्री करणे व विक्री करून ते नाममात्र रु. १/- या दराने स्थानिक नियोजन प्राधिकरणास हस्तांतरित करण्यात यावेत.
- वापर नकाशापाणी अथवा भूपृष्ठात पाणी वाहून नेणेसाठी जे मार्ग असतील ते अबाधित ठेवावेत.
- अज्ञेय यांनी सादर केलेली माहिती व कागदपत्रे खांटी अथवा दिशाभूल करणारी असल्यास सदर प्रस्तावना रद्द समजण्यात येईल.

शहराचे नगर विकास विभागाकडील परिपत्रक क्र. DCR-1094/2829/UD-11. Date 19/01/1995 अन्वये सदरहू इमारतीवर सोलर-वॉटर-हिटींग सिस्टिम बसविणे आवश्यक आहे.



क.ल.न.२
क्र. ८८५ २०२१
४९ ४३