

507/2377

Wednesday, February 17, 2021
3:18 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 2551 दिनांक: 17/02/2021

गावाचे नाव: खोणी

दस्तऐवजाचा अनुक्रमांक: कलन5-2377-2021

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: तुषार अनिल पाटील - -

नोंदणी फी

रु. 14700.00

दस्त हाताळणी फी

रु. 1800.00

पृष्ठांची संख्या: 90

एकूण:

रु. 16500.00

आपणास मूळ दस्त , थंबनेल प्रिंट, सूची-२ अंदाजे
3:37 PM ह्या वेळेस मिळेल.

बाजार मुल्य: रु.912000 /-

मोबदला रु.1325276/-

भरलेले मुद्रांक शुल्क : रु. 92500/-

Joint Sub Registrar Kalyan 5

सह. दुय्यम निबंधक वर्ग-२

कल्याण क्र. ५

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

डीडी/घनादेश/पे ऑर्डर क्रमांक: 1602202100578 दिनांक: 17/02/2021

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रक्कम: रु.14700/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH011702427202021E दिनांक: 17/02/2021

बँकेचे नाव व पत्ता:

नोंदणी फी माफी असल्यास तपशिल :-

1) Fee Adjustment : Fee Adjustment (yashada training) code added for keeping tack of adjusted fees



17/02/2021

सूची क्र.2

दुधम निबंधक व्हड व.नि. कल्याण 5

दस्त क्रमांक : 2377/2021

नोंदणी :

Regn:63m

गावाचे नाव : खोणी

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	1325276
(3) बाजारभाव (भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	912000
(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: ठाणे इतर वर्णन :सदनिका नं: 1208, माळा नं: 12वा मजला, इमारतीचे नाव: जास्मिन बी-बिंग, ब्लॉक नं: सेक्टर 10, खोणी, कल्याण, ठाणे, रोड : ऑफ तळोजा एमआयडीसी रोड, इतर माहिती: विभाग न. 7, दिनांक 26/12/2016 च्या अधिसूचनेनुसार विशेष वसाहत प्रकल्पांतर्गत प्रथम विक्रीकरारनाम्यास मु. शु. मध्ये 50% सबलत(टीपीएस 1816/प्र.क्र.368/15/20(4)नवि-13((Survey Number : 39/1 PT, 139/2 PT, village Khoni, 55/5 PT at Khoni व दस्तात नमूद केल्याप्रमाणे ;))
(5) क्षेत्रफळ	1) 35.30 चौ.मीटर
(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:-पलावा इवेलर्स प्रा. लि. तर्फे कु.मु. सुरेन्द्रन नायर तर्फे कु. मु. प्रतान सातवेकर - वय:-37; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 412, 4था मजला, 17जी वर्धमान चेंबर, कावसजी पटेल रोड, हॉर्निमन सर्कल, फोर्ट, मुंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुंबई. पिन कोड:-400001 पॅन नं:-AAECE5655J
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:-तुषार अनिल पाटील - - वय:-33; पत्ता:-प्लॉट नं: ---, माळा नं: -, इमारतीचे नाव: सी-6/11/0-4. सेक्टर-6, सीबीडी बेलापूर, मिनाक्षी हॉटेल यामागे, नवी मुंबई, इंडिया, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे. पिन कोड:-400614 पॅन नं:-AYCPP3718J
(9) दस्तऐवज करून दिल्याचा दिनांक	17/02/2021
(10) दस्त नोंदणी केल्याचा दिनांक	17/02/2021
(11) अनुक्रमांक, खंड व पृष्ठ	2377/2021
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	92500
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	14700
(14) शेर	

सह. दुधम निबंधक वर्ग-२
कल्याण क्र. ५

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

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

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महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग

मुद्रांकन अहवाल सन २०२०/२१

१. करवाया प्रकार : करारनामा अ. क्रमांक २४-६
२. भाड्याकराचे नाव
३. तालुका : कल्याण
४. गावाचे नाव : खोशी
५. नमूदपत्राचा क्रमांक / मार्केट क्र./अंतिम क्रमांक : १३९/१ PT
६. मूल्यांकन विभाग (जोन) : ७ म. विभाग
७. मिळकतीचा प्रकार/सुद्धी तपसून : निवासी सुद्धी कायदा
८. मुकाबला : औसंगिक प्रति चौ.मी. दर २९,२६६/-
९. दरताम (गुद कोलत्या मिळकती क्षेत्रफळ) : ३५-३० कारपोट/मिळकतीचा मीटर फूट
१०. कारपोटिंग : गच्ची पोटाळा
११. मजकूर क्रमांक : १२ व १ उदवाहन सुविधा : आर्ध/बाह
१२. बांधकाम वर्ष
१३. बांधकाम प्रकार : (आर सी सी) इतर पक्के/ अर्धे पक्के/ कच्चे
१४. बाजारमूल्यदर/तकत्यातील मार्गदर्शन रचना क्र : ज्यामध्ये दिलेली घट/वाढ
१५. टिप्पणी सन्धि लायसन्सचा दर
१६. पाते गाढ भाडे रक्कम
१७. वनामन रक्कम / आगाऊ भाडे
१८. कालावधी
१९. निर्धारित केलेले बाजारमूल्य : ९,१२,०००/-
२०. दरतामये दर्शविलेला मीटरदर : १९,२५,२७६/-
२१. दर मुद्रांक शुल्क : ९२५००/- भरलेले मुद्रांक शुल्क : ९२५००/-
२२. दर नोंदणी फी : १५७००/-

क.ल.न.-५	
दस्त क्र. २३७७	२०२९
९	७

लिपीक

सह दुय्यम निबंधक वर्ग २ कल्याण ५
सह. दुय्यम निबंधक वर्ग-२
कल्याण क्र. ५



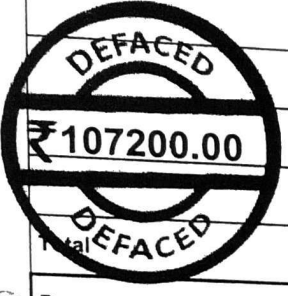
EWS/LIG योजने अंतर्गत प्रकल्प असल्याने
बांधकाम दर विचारान घेत आहे.

अभिनिर्णय प्र. क्र. ३३७/२०२० नुसार.

CHALLAN
MTR Form Number-6



GRN	MH011702427202021E	BARCODE	Date 15/02/2021-18:42:39		Form ID	25.2
Department	Inspector General Of Registration		Payer Details			
Type of Payment	Stamp Duty Registration Fee		TAX ID / TAN (If Any)	क.ल.न.-५		
Office Name	KLN5_KALYAN 5 JOINT SUB REGISTRAR		PAN No.(If Applicable)	रतक्र. २३०० २०२१		
Location	THANE		Full Name	PALAVA DWELLERS PVT. LTD		
Year	2020-2021 One Time		Flat/Block No.	3 ००		
Account Head Details		Amount In Rs.	Flat/Block No.	Flat 1208 Wing B Jasmine		
0030046401	Stamp Duty	92500.00	Premises/Building	Sector 10 Off Taloja MIDC Road Khoni Kalyan		
0030063301	Registration Fee	14700.00	Road/Street	Thane		
			Area/Locality	Thane		
			Town/City/District			
			PIN	4 2 1 2 0 4		
			Remarks (If Any)	PAN2=AYCPP37*BJ--SecondPartyName=Tushar Anil Patil~CA=1325276		
			Amount In	One Lakh Seven Thousand Two Hundred Rupees Only		
		1,07,200.00	Words			
Payment Details		IDBI BANK	FOR USE IN RECEIVING BANK			
Cheque-DD Details			Bank CIN	Ref. No.	69103332021021615535	693237609
Cheque/DD No.			Bank Date	RB Date	16/02/2021-18:18:03	16/02/2021
Name of Bank			Bank-Branch	IDBI BANK		
Name of Branch			Scroll No. , Date	100, 16/02/2021		



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

Validity unknown

Digitally signed by D.S. VIRTUAL TREASURY MUMBAI 03
Date: 2021.02.18 18:39:55 IST
Reason: Sealed Document
Location: India

Challan Defaced Details

Sr. No.	Defacement No.	Defacement Date	Userld	Defacement Amount
1	(IS)-507-2377	17/02/2021-15:17:53	IGR542	14700.00
2	(IS)-507-2377	17/02/2021-15:17:53	IGR542	92500.00
Total Defacement Amount				1,07,200.00

AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made at Mumbai this 17th day of Feb. 2021

BETWEEN:

Palava Dwellers Pvt.Ltd., a company incorporated and registered under the Companies Act 1956, having its registered office at 412, Floor- 4, 17G Vardhaman Chamber, Cawasji Patel Road, Horniman Circle, Fort, Mumbai-400001, hereinafter referred to as **"THE COMPANY"** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **One Part;**

AND

Tushar Anil Patil residing / having its address at **C-6/11/0-4, SECTOR-6, CBD BELAPUR, BEHIND MEENAKSHI HOTEL, NAVI MUMBAI 400614 Maharashtra India** and assessed to income tax under permanent account number (PAN) **AYCPP3718J**, hereinafter referred to as the **"PURCHASER"** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include (a) in case of an Individual, such individual's heirs, executors, administrators and assigns; (b) in case of a partnership firm, its partners for the time being, the survivors or the last survivor of them and legal heirs, executors, administrators or the permitted assigns of such last survivor of them, and (c) in case of a company or a body corporate or juristic entity, its successors and permitted assigns) of the **Other Part.**

The Company and the Purchaser are hereinafter individually referred to as the "**Parties**" and collectively referred to as the "**Parties**".



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WHEREAS:

- A. The Company has constructed the Building (as defined herein) as part of the Project (as defined herein) on the Larger Property (as defined herein)
- B. The chain of title of the Company to the Larger Property is at Annexure 2 (Chain of Title)
- C. A copy of the Report on Title in respect of the Larger Property is at Annexure 3 (Report on Title).
- D. The Company has applied for and obtained various Approvals for the development of the Building(s). The key Approvals obtained are set out at Annexure 4 (Key Approvals). Applications for further Approvals may be under consideration of the relevant authorities and, or, the Company may obtain further approvals as may be permitted by applicable regulations.
- E. The Company has engaged the services of architects and structural engineers for the preparation of the design and drawings in respect of the Building and the construction of the Building has been under the professional supervision of the said architects and structural engineers as required under the bye-laws of the local authorities.
- F. The Purchaser has applied to the Company for allotment of the Unit (as defined herein) in the Building.
- G. A copy of the floor plan in respect to the said Unit is hereto annexed and marked as Annexure 5 (Floor Plan).
- H. Relying upon the said application and the representations, declarations and assurances made by the Purchaser to faithfully abide by all the terms, conditions and stipulations contained in this Agreement, the Company has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Company the Unit at the consideration and on the terms and conditions hereinafter appearing.

क.ल.न. - ५	
दस्तावेज क्र. 2300	2029
Annexure 3 (Report on Title)	२०

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

1. DEFINITIONS

- 1.1. "Agreement" shall mean this Agreement together with the schedules and annexures hereto and any other deed and/or document(s) executed in pursuance thereof.
- 1.2. "Applicable Law" shall mean, in respect of any relevant jurisdiction, any statute, law, regulation, ordinance, rule, judgment, order, decree, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any Authority whether in effect as on the date of this Agreement or thereafter and in each case as amended or modified.
- 1.3. "Approvals" shall mean and include all licenses, permits, approvals, sanctions, or other consents obtained/to be obtained from or granted/ to be granted by the competent authority in connection with the Project/ Building/ Unit and/or the development thereof.
- 1.4. "Arbitrator" shall have the meaning ascribed to it in Clause 23.2 below.
- 1.5. "Authority" shall mean (i) any nation or government or any province, state or other political subdivision thereof; (ii) any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any governmental authority, agency, department, board, commission or instrumentality; or (iii) any court, tribunal or arbitrator.
- 1.6. "BCAM Charges" shall mean the Building common area maintenance charges payable by the Purchaser inter alia for the maintenance of the Unit' Building, but shall not include FCAM Charges.

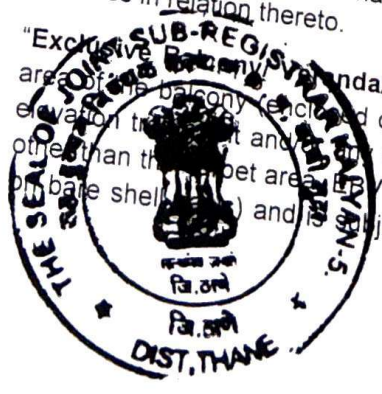


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- 1.7. "Building" shall mean the single/multi-storied buildings to be/ being constructed as part of the Project.
- 1.8. "Building Conveyance" shall have the meaning ascribed to it in Clause 14.3 below.
- 1.9. "Building Protection Deposit" shall mean the amounts specified in the Annexure 6 (Unit and Project Details).
- 1.10. "CAM Charges" shall have the meaning ascribed to it in Clause 15.5.
- 1.11. "CAM Commencement Date" shall mean the day from which the Purchaser will be required to pay BCAM Charges and FCAM Charges (if applicable) and will be the first day of the immediately succeeding month after the Date of Offer of Possession regardless of whether the Purchaser takes possession of the Unit.
- 1.12. "Parking Spaces" shall mean a location where a 2 wheel passenger vehicle can be parked.
- 1.13. "Carpet Area" shall mean the net usable area of the Unit including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/ verandah/open terrace area or any exclusive open terrace area. Carpet area is calculated prior to application of any finishes (i.e. on bare shell basis). Carpet area is subject to tolerance of +/- 3 per cent on account of structural design and construction variances. In case of any dispute on the measurement of Carpet Area, the same shall be physically measured after removing all finishes that have been applied/fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Carpet Area.
- 1.14. "Cheque Bouncing Charges" shall mean the charges payable by either Party to this Agreement on account of a cheque issued pursuant to this Agreement is not honoured for any reason whatsoever including 'insufficient funds', 'stop payment' or 'account closed' and shall mean an amount equivalent to of 2.5 (two point five) per cent of the value of the cheque in question. If the amount of the said cheque and the cheque bouncing charges thereto are not paid within a period of 30 days from the date the cheque is not cleared in the first instance, the Cheque Bouncing Charges shall increase to 5 (five) per cent of the value of the cheque issued.
- 1.15. "Club" shall mean any recreation facility constructed for the use of the purchasers of units in the Project or the Larger Property.
- 1.16. "Common Areas and Amenities" shall mean the common areas and amenities as are available to and /or in respect of the Building/ Larger Property, as the case may be and more particularly described at Annexure 7 (Common Areas and Amenities).
- 1.17. "Company Notice of Termination" shall have the meaning ascribed to it in Clause 11.2.1.
- 1.18. "Confidential Information" shall have the meaning ascribed to it in Clause 27.1 below.
- 1.19. "Date of Offer of Possession" or "DOP" shall mean the date on which the Company, by written intimation, makes the Unit available to the Purchaser along with the OC in respect of the Unit (the OC maybe for part or whole of the Building). The estimated DOP is set out at Annexure 6 (Unit and Project Details).
- 1.20. "Direct Tax" or "Direct Taxes" shall mean income tax, corporate tax, or similar tax or levy, wherever and whenever charged, levied or imposed together with any interest and penalties in relation thereto.
- 1.21. "Exclusive Balcony/Veranda/Open Terrace Area" or "EBVTA Area" shall mean the floor area of the balcony (enclosed or open) and/or veranda and/or terrace and/or deck and/or elevation thereof and other areas meant for the exclusive use of the Purchaser, other than the Carpet Area. EBVTA Area is calculated prior to application of any finishes (i.e. on bare shell basis) and is subject to tolerance of +/- 3 per cent on account of structural,

क.ल.पं.-५
 23/10/2019
 2029
 20

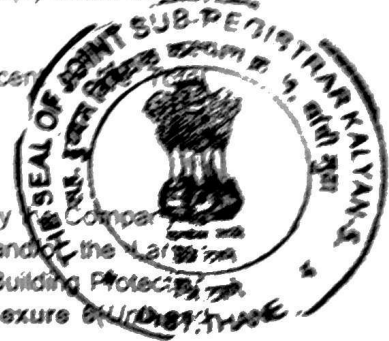


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design and construction variances. In case of any dispute on the measurement of FSI / Area, the same shall be physically measured after removing all finishes that have been applied/fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of FSI / Area.

- 1.22. "FCAM Charges", if applicable, shall mean the Federation charges payable by the Purchaser *inter alia* for the maintenance (excluding the Building) including property tax payable in respect of the Larger Property allocated to the Purchaser and the common areas of the Larger Property available to the Purchaser and excluding any and all BCAM Charges. FCAM Charges shall be applicable where the Project consists of more than one Ultimate Organisation and shall be as set out at Annexure 6 (Unit and Project Details).
- 1.23. "Federation" shall mean the apex body to be formed by and consisting of the ultimate organisations formed in respect of various buildings constructed/to be constructed in the Project, to maintain, administer and manage the Larger Property and the Project. This may be a company or a registered federation or any other management structure as permissible in law.
- 1.24. "Federation Conveyance" shall have the meaning ascribed to it in Clause 4.4 below.
- 1.25. "FEMA" shall have the meaning ascribed to it in Clause 20(aa) below.
- 1.26. "FMC" shall have the meaning ascribed to it in Clause 15.1 below.
- 1.27. "Force Majeure" shall mean an event of flood, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Project.
- 1.28. "FSI Free Constructed Spaces" shall have the meaning ascribed to it in Clause 15.15 below.
- 1.29. "Indirect Tax" or "Indirect Taxes" means goods and services tax, service tax, value added tax, sales tax, stamp duty, customs and import duties, levy, impost, octroi, and, or, duty of any nature whatsoever, whenever imposed and, or, levied, by any Authority, together with any interest and penalties in relation thereto, excluding any Direct Tax.
- 1.30. "Interest" shall mean simple interest at State Bank of India's (SBI) highest Marginal Cost of Lending Rate (MCLR) + 2 per cent per annum. The MCLR shall be taken as applicable on 1st day of each quarter (1st January, 1st April, 1st July, 1st October) and the same shall be deemed to be the applicable MCLR for the said quarter. Provided further that if SBI MCLR is no longer in use, MCLR will be replaced by equivalent benchmark rate used by SBI.
- 1.31. "Larger Property" means the land with details as described in Annexure 1 (Description of Larger Property). For clarity, there may be other building(s) and/or project(s) which will be constructed on the Larger Property.
- 1.32. "Liquidated Damages" shall mean an amount equivalent to 10 per cent of the Consideration.
- 1.33. "Loan" shall have the meaning ascribed to it in Clause 7.1 below.
- 1.34. "Maintenance Related Amounts" shall include the amounts collected by the Purchaser to be utilized towards the management of the affairs of the Building and of the Larger Property including but not limited to BCAM Charges, Property Tax and Building Protection Deposit. An indicative list of Maintenance Related Amounts is at Annexure 6 (Unit and Project Details).
- 1.35. "Net Area" shall mean the aggregate of the Carpet Area and the EBVT Area.
- 1.36. "OC" shall have the meaning ascribed to it in Clause 10.3 below.
- 1.37. "Possession Demand Letter" shall have the meaning ascribed to it in Clause 10.1 below.

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FCAM Charges shall be applicable where the Project consists of more than one Ultimate Organisation and shall be as set out at Annexure 6 (Unit and Project Details)	09



- 1.38. "Project" shall mean the project with RERA registration number as stated in Annexure 6 (Unit and Project Details) and with details as available with the concerned RERA authority (including current and proposed parts of the project). The Project may be part of a layout on the Larger Property which may comprise of various other buildings and/or projects.
- 1.39. "Property Tax" shall mean the amounts payable by the Purchaser towards property tax for the Unit, and the common areas of the Building.
- 1.40. "Refund Amount" shall mean:

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1.40.1. In case of termination pursuant to Clause 11.2.1 and Clause 11.2.2: an amount equivalent to the Total Consideration or part thereof paid by the Purchaser to the Company (excluding Interest or any other charges paid by the Purchaser on account of delayed payments) after deducting therefrom the Liquidated Damages and if applicable, any amounts paid to 3rd parties by the Company on behalf of the Purchaser including but not limited to stamp duty, registration charges, brokerage charges (including any consideration, monetary or otherwise, paid by the Company to any third party for facilitating, assisting in connection with the sale of the Unit or identifying the Purchaser as a potential purchaser).

For avoidance of doubt, it is clarified that any amount paid by the Purchaser which has been utilized towards payment of Indirect Tax to any Authority shall not be refunded unless (and till such time that) the Company receives credit for the same from the relevant Authority.

- 1.41. "Reimbursements" shall include all expenses directly or indirectly incurred by the Company in providing or procuring services/facilities other than the Unit including but not limited to LUC, electricity deposit reimbursement, administrative expenses, utility connections, piped gas connection and related expenses, legal expenses and all applicable Taxes thereon. An indicative list of Reimbursements is at Annexure 6 (Unit and Project Details).
- 1.42. "RERA" shall mean the Real Estate (Regulation and Development) Act 2016 and the rules framed by the relevant State Government thereto and any amendments to the Act or the rules.
- 1.43. "Service Providers" shall have the meaning ascribed to it in Clause 15.15 below.
- 1.44. "Shortfall Amount" shall have the meaning ascribed to it in Clause 16.3 below.
- 1.45. "Structural Defects" shall mean any defect related to the load bearing structure of the Building and water proofing. It is further clarified that this shall not include any other non-load bearing elements or defects for reasons not attributable to the Company.
- 1.46. "Taxes" shall mean and include Direct Tax and Indirect Tax.
- 1.47. "Transfer" shall mean the sale, transfer, assignment, directly or indirectly, to any third party of:
- the Unit or any part of the right, title or interest therein; and, or,
 - the benefit of this Agreement; and, or,
 - in case the Purchaser is a company, directly or indirectly, the change in (i) control and, or, management; and, or, (ii) shareholding constituting more than 25 per cent of the voting rights and, or, economic interest;
 - in case the Purchaser is a partnership firm or limited liability partnership, the change in constitution thereof.

The term "Transfer" shall be construed liberally. It is however, clarified that Transfer in favour of: Relative defined under the Companies Act, 2013); or (ii) a



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holding/subsidiary company (subject to Sub-Clause (c)(ii) above) shall not constitute a Transfer of the Unit

- 1.48. "Total Consideration" shall mean the amounts payable/agreed to be paid by the Purchaser for purchase of Unit and will be the aggregate of the Consideration Value set out at Annexure 6 (Unit and Project Details), Reimbursements, the Maintenance Related Amounts and any other amounts agreed to be paid by the Purchaser and all Indirect Taxes thereto.
- 1.49. "Ultimate Organization" shall mean the company/ condominium society/ other permissible legal entity to be formed in respect of the Building as contemplated in Clause 14.
- 1.50. "Unit" shall mean the unit in the Building with the Carpet Area and FSI/ Floor Area as specified at Annexure 6 (Unit and Project Details) and floorplan thereto (which is shaded) annexed hereto as Annexure 5 (Floor Plan).

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2. **RULES FOR INTERPRETATION**

- 2.1. All references in this Agreement to statutory provisions shall be construed as meaning and including references to:
- a. Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
 - b. All statutory instruments or orders made pursuant to a statutory provision; and
 - c. Any statutory provision of which these statutory provisions are a consolidation, re-enactment or modification.
- 2.2. Words denoting the singular shall include the plural and words denoting any gender shall include all genders.
- 2.3. Headings to Clauses, Sub-Clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the schedules, and shall be ignored in construing the same.
- 2.4. References to recitals, clauses or schedules are, unless the context otherwise requires, are references to recitals, to clauses of or schedules to this Agreement.
- 2.5. Reference to days, months and years are to Gregorian days, months and calendar years respectively.
- 2.6. Any reference to the words "hereof," "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to clauses or schedules of this Agreement as specified therein.
- 2.7. The words "include" and "including" are to be construed without limitation.
- 2.8. Any reference to the masculine, the feminine and the neutral shall include each of them.
- 2.9. In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a working day, then the period shall include the next following working day.
- 2.10. The Purchaser confirms and warrants that the Liquidated Damages is a genuine pre-estimate of the loss or damage that is likely to be suffered by the Company on account of breach of the terms of this Agreement by the Purchaser. The Liquidated Damages is also arrived at having regard to the cost of construction, the cost of funds raised by the Company, the ability or inability of the Company to resell the Unit, including losses due to brokerage/marketing spend, delay in receiving money towards the Unit and the possibility of loss of value of the Unit on resale, among others. The Purchaser waives his right to raise



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- any objection to the payment or determination of Liquidated Damages in the manner and under the circumstances set out herein.
- 2.11. All amounts stated herein are exclusive of Taxes, including but not limited to service tax, Maharashtra value added tax, stamp duty, and all such Taxes, as maybe applicable from time to time, shall be borne and paid by the Purchaser separately, immediately upon the same being demanded by the Company as per Applicable Law.
- 2.12. In case of any conflict between the provisions of Clause 21 and any other provisions of this Agreement, the provisions of Clause 21 shall prevail.
- 2.13. The recitals above, the schedules and annexures hereto shall form an integral part and parcel of this Agreement and shall be read in conjunction with this Agreement.

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DISCLOSURES AND TITLE

The Purchaser hereby declares and confirms that prior to the execution of this Agreement: (i) the Company has made full and complete disclosure of its title to Larger Property; (ii) he has taken inspection of all the relevant documents; and (iii) he has, in relation to the Unit/Building/Larger Property, satisfied himself of *inter alia* the following:

- Nature of the Company's right, title and encumbrances, if any;
- The Approvals (current and future);
- The drawings, plans and specifications;
- Nature and particulars of fixtures, fittings and amenities.

3.2. The Purchaser confirms that the Purchaser has entered into this Agreement out of his own free will and without any coercion, and after reviewing and understanding a draft of this Agreement. The Purchaser has obtained suitable advice prior to entering into this Agreement and the Agreement is being entered into with full knowledge of the obligations and rights under this Agreement and the Applicable Law governing the same.

4. AGREEMENT TO SELL AND CONSIDERATION

4.1. The Purchaser hereby agrees to purchase/acquire from the Company and the Company hereby agrees to sell to the Purchaser, the Unit for the Total Consideration as set out at **Annexure 6 (Unit and Project Details)** hereto subject to the terms and conditions mentioned herein and the Approvals.

4.2. The Total Consideration shall be paid by the Purchaser to the Company from time to time in the manner more particularly described at **Annexure 6 (Unit and Project Details)**, time being of the essence. The Purchaser shall be responsible for ensuring that payment of each installment is made within 14 (fourteen) days of the demand for the said installment being made by the Company. Payment shall be deemed to have been made when credit is received for the same by the Company in its account.

4.3. The Purchaser agrees and understands that Company has agreed to sell the Unit to the Purchaser on the specific assurance of the Purchaser that the Purchaser:

- Shall make payment of the Total Consideration as per the timelines set out at **Annexure 6 (Unit and Project Details)**, without any delay or demur for any reason whatsoever;
- Shall observe all the covenants, obligations and restrictions stated in this Agreement; and
- Consents that any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a breach of the terms of this Agreement by the



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4.4. It is clarified and the Purchaser accords his irrevocable consent to appropriate any payment made by him, notwithstanding any contrary, in the following manner:

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- a. **Firstly**, towards the Cheque Bouncing Charges in case of dishonour of any cheque issued by the Purchaser;
- b. **Secondly**, towards Interest due as on the date of payment;
- c. **Thirdly**, towards costs and expenses for enforcement of this Agreement and recovery of the Total Consideration, dues and Taxes payable in respect of the Unit or any other administrative or legal expense incurred by the Company on account of delay in payment by the Purchaser and consequential actions required to be taken by the Company; and
- d. **Fourthly**, towards outstanding dues including Total Consideration in respect of the Unit or under the Agreement.

Under any circumstances and except in the manner as aforesaid, no express intimation or communication by the Purchaser, with regard to appropriation/application of the payments made hereunder shall be valid or binding upon the Company.

- 4.5. In case of the dishonor of any cheque, the Cheque Bouncing Charges will be payable by the Party which issued the cheque in question.
- 4.6. The Parties agree that, in addition to the Interest, in case of every instance of delayed payment, either Party shall be entitled to recover from the other Party responsible for such delayed payments, all costs associated with the administrative actions related to follow-up and recovery of such delayed payments, which are estimated to be 2 (two) per cent of the amount of the delayed payment per instance (subject to minimum of INR 20,000/- (Rupees Twenty Thousand Only) per instance of delayed payment in 2020 and shall be revised on 1st April of each year as per rate of Reserve Bank of India's consumer price index).

5. CONSTRUCTION AND DEVELOPMENT

- 5.1. The Company has constructed the Building in accordance with the Approvals and, or, plans and amendments thereto as approved by the relevant Authorities.
- 5.2. The Parties agree that while the Company may make amendments to the plans or layouts of the Building and the Project as required for the execution of the Project or as may be directed by the competent Authorities. This may include any change wherein the Company, if permitted by the relevant Authorities, transferring the construction permissible on the Larger Property to any other property or transferring to the Larger Property the construction permissible on any other property at any time prior to conveyance of the Larger Property to the Federation/Ultimate Organisation. The Purchaser gives his consent for such changes provided such changes shall not result in change in location of the Unit (with respect to its direction on a given floor), lowering of the Unit (with respect to its height above ground level) or reduction in the NetArea more than 3 per cent of the NetArea. In case a change is proposed which adversely impact any of the aforesaid factors, separate written consent shall be obtained from the Purchaser.
- 5.3. The Purchaser is aware and agrees that the Company shall allow various balconies/verandah/ open terraces (including the one located at the top of the Building) to be used, partly or wholly, by one (or more) unit purchaser(s) in the Building and such unit purchaser(s) shall have exclusive right to use the said areas as per the terms of the arrangement between the Company and the said unit purchaser(s). The Purchaser agrees not to raise any objection or make any claims in that regard and the claims in that regard shall be deemed to have been waived. In terms of the above, the Company shall be at absolute liberty to allot/assign the said right to such person/s in the manner as the Company may deem fit and proper.



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allocation of Parking Spaces in the manner allocated by the Company to the various purchasers (including the Purchaser herein) of the units in the Building and the Project.

8.2. The Purchaser is aware and agrees and acknowledges that the Parking Spaces to be allotted / allocated to the Purchaser may be in stack or tandem or any other format or manner as may be permissible under Applicable Laws. The Purchaser hereby agrees, acknowledges and confirms that the Purchaser shall not raise any objection in respect of the format of Parking Spaces that may be allocated pursuant to this Agreement. The Purchaser hereby agrees not to raise any claim or grievance in respect of the Parking Spaces being allotted / allocated to the Purchaser.

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9. **REGISTRATION**

9.1. It shall be the responsibility of the Purchaser to immediately, after the execution of this Agreement, at his own cost and expense, lodge the same for the registration with the relevant Sub-Registrar of Assurances. The Purchaser shall forthwith inform the Company the serial number under which the Agreement is lodged so as to enable the representative of the Company to attend the office of the Sub Registrar of Assurances and admit execution thereof. The Company may extend assistance/cc-operation for the registration of this Agreement, at the cost and expense of the Purchaser. However, the Company shall not be responsible or liable for any delay or default in such registration.

10. **POSSESSION**

10.1. Subject to the Purchaser not being in breach of any of the terms hereof and the Purchaser having paid all the dues and amounts hereunder including the Total Consideration, the Company shall endeavor to offer possession of the Unit to the Purchaser on or before the estimated DOP as extended by the grace period set out at **Annexure 6 (Unit and Project Details)** and any further extension as may be applicable pursuant to Clause 10.4 (cumulatively referred to as the **Extended DOP** i.e. estimated DOP as set out at **Annexure 6 (Unit and Project Details)** + grace period as set out at **Annexure 6 (Unit and Project Details)**+ further extension as may be applicable pursuant to Clause 10.4).

10.2. The Purchaser shall make full payment of all amounts payable under this Agreement within 15 (fifteen) days of the Company intimating him, in writing, that the Unit is ready for possession (**Possession Demand Letter**) and shall thereafter, take possession of the Unit. In the event the Purchaser fails and, or, neglects to take possession of the Unit within 2 (two) months from the date of the Possession Demand Letter, the Purchaser shall be liable to pay demurrage charges to the Company at the rate of INR 10/- per square foot of NetArea per month or part thereof from the expiry of the aforementioned 2 (two) month period till such time the Purchaser takes the possession of the Unit. The amounts payable by the Purchaser pursuant to this Clause 10.2 shall be in addition to the CAM Charges. Notwithstanding the aforesaid, it shall be deemed that the Purchaser has taken possession of the Unit on the expiry of the 2 months from the date of the Possession Demand Letter and the Purchaser shall alone be responsible/liable in respect any loss or damage that may be caused to the Unit after this date.

10.3. The Company has obtained occupation certificate for the Unit (OC) (which shall also be deemed to be the Completion Certificate, if required, under Applicable Law). The OC shall be for part or whole of the Building. Further, the Company shall endeavor to make available the key Common Areas and Amenities in respect of the Building within a period of 1 (one) year from the Extended DOP.

10.4. Notwithstanding any other provision of this Agreement, the Company shall, without being liable to the Purchaser in any way including in respect of payment of Interest, be entitled to reasonable extension of time for making available the Unit for possession or completion of said Building if the same is delayed for reasons beyond the control of the Company including on account of any of the following:

- a. Any event of *Force Majeure*;



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- b. Riots / other civil disturbances;
- c. Any notice, order, rule or notification of the Central or relevant State Government and/or any other public or competent Authority or of the court which affects the Building in which the Unit is located.

For the purposes of this Clause 10.4, a reasonable extension of time will, at the least, be equivalent to the aggregate of the period of the subsistence of an event or events stipulated in this Clause 10.4 and a 3 (three) month recommencement period.

11. **TERMINATION**

क.ल.न. - ५	11.1. This Agreement is not terminable under any circumstances, save and except the specific circumstances stated below. Both Parties confirm that they shall not seek to terminate this Agreement, under any pretext or guise, in order to benefit from and, or, escape from the impact of such change the Total Consideration.
दस्तक्र. २३५७	Company's Right to Terminate
१६	11.2. Company shall have right to terminate this Agreement only in the following circumstances:

11.1. This Agreement is not terminable under any circumstances, save and except the specific circumstances stated below. Both Parties confirm that they shall not seek to terminate this Agreement, under any pretext or guise, in order to benefit from and, or, escape from the impact of such change the Total Consideration.

11.2. Company shall have right to terminate this Agreement only in the following circumstances:

11.2.1. **Non-Payment:** If the Purchaser is in default of any of his obligations under this Agreement, including (but not limited to) making payment of all due amounts as per Schedule of Payment set out at **Annexure 6 (Unit and Project Details)** (and Interest thereon, if any) within 14 (fourteen) days of the date of the demand letter, the Purchaser shall be deemed to be in default. In the event of such default, the Company shall issue to the Purchaser notice of such default and the Purchaser shall be provided with a further period of 14 (fourteen) days from the date of such notice to cure the said default. In the event that the Purchaser fails to cure such default within 14 (fourteen) days from the date of notice of such default (or such default is not capable of being rectified), the Company shall have the option to terminate this Agreement by sending a notice of termination by registered AD/ speed post (**Company Notice of Termination**).

11.2.2. **Attempt to Defame:** The Purchaser agrees not to do or omit to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building / Project / Larger Property or the Company or its representatives. In the event the Purchaser does or omits to do any such act, deed or thing then the Company shall, without prejudice to any other rights or remedies available in law, have the option to the terminate this Agreement sending the Company Notice of Termination.

11.3. **Consequences of Termination and Payment of Refund Amount**

11.3.1. On a termination of this Agreement by either Party in accordance with the provisions of this Clause 11, the booking / allotment of the Unit shall stand immediately terminated and the Purchaser shall have no right whatsoever with respect to the Unit, save and except the right to receive the Refund Amount in accordance with Clause 11.3.2.

11.3.2. Pursuant to the termination of this Agreement, the Refund Amount shall be deemed to be due and payable to the Purchaser at the end of 12 months from the date of receipt of the Company Notice of Termination by the Purchaser, and shall be paid by the Company to the Purchaser only on the registration of a Deed of Cancellation of this Agreement.

12. **DEFECT LIABILITY**

12.1. If, during a period of 60 (sixty) months from the Date of Offer of Possession, the Purchaser brings to the notice of the Company any Structural Defect in the Unit or in the material used therein (excluding wear and tear and misuse), wherever possible, such defects (unless caused by the Purchaser) shall be rectified by the Company at its own cost. If it is not possible to rectify such defects, then the Purchaser shall be entitled to receive reasonable compensation from the Company for rectifying such defects, based on the cost of rectifying such defects as determined by the Project



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Architect of the Company. Notwithstanding anything stated in this Clause 12 or elsewhere in this Agreement, the Company shall not be in any way liable to repair or provide compensation for Structural Defects as set out in this Clause 12 where the Purchaser has made any structural changes in the Unit or in the materials used thereon.

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13. **SET OFF / ADJUSTMENT**

13.1. The Purchaser hereby grants to the Company the unequivocal and irrevocable consent to recover / set off / adjust the amounts payable by the Purchaser to the Company including the Total Consideration, Interest and/or Liquidated Damages against any other amounts payable by the Purchaser to the Company or by the Company to the Purchaser pursuant to this Agreement and in relation to the Unit. The Purchaser agrees and undertakes not to raise any objection or make any claims with regard to such adjustment / set off and the claims, if any, of the Purchaser, in that regard, shall be deemed to have been waived.

14. **ULTIMATE ORGANISATION**

14.1. The Purchaser along with other purchasers of units in the Building shall join in forming and registering the Ultimate Organisation in respect of the Building. The Ultimate Organisation shall be known by such name as the Company may in its sole discretion decide for this purpose. The Purchaser and other unit holders in the Building shall, from time to time, duly fill in, sign and execute the application for registration and other papers and documents necessary for the formation and registration of Ultimate Organisation and return the same to the Company within 7 (seven) days from receipt thereof so as to enable the Company to register the Ultimate Organisation.

14.2. Where the Project consists of more than one building, separate ultimate Organisations may be formed in respect of each building. The Company will apply for the registration of the Federation consisting of all such ultimate organisations after the occupancy certificate has been received for all buildings which form part of the Project. The Purchaser and other members of the Ultimate Organisation(s) shall from time to time, duly fill in, sign and execute the application for registration and other papers and documents necessary for the formation and registration of Federation and return the same to the Company within 7 (seven) days from receipt thereof so as to enable the Company to register the Federation.

14.3. Within 18 months from the date of occupation certificate in respect of the Building, the Company shall execute a Deed of Conveyance in favour of the Ultimate Organisation (**Building Conveyance**) in respect of the structure of the Building along with the FSI consumed in the Building subject to the right of the Company (i) to dispose of unsold units, if any and receive the entire consideration amount and outstanding dues from the purchasers; and (ii) to consume the entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in law or policies of any Authority on the Larger Property; and (iii) to use all internal roads and all the facilities, amenities and services for such future and/or ongoing development or otherwise.

14.4. Within 18 months from the receipt of the occupation certificate for the last building within the Larger Property, the Company shall execute a Deed of Conveyance in favour of the Federation (**Federation Conveyance**) in respect of all of the Company's interest in the Larger Property subject to and excluding the Building Conveyance and also subject to (i) the right of the Company (i) to dispose of unsold units, if any; and receive the entire consideration amount and outstanding dues from the purchasers; and (ii) to consume the entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in law or policies of any Authority on the Project / Larger Property; and (iii) to use all internal roads and all the facilities, amenities and services for such future and/or ongoing development or otherwise.

14.5. The Purchaser hereby agrees and undertakes that the Purchaser along with other unit holders in the Ultimate Organisation/ Federation shall be liable to pay all out of pocket expenses including stamp duty, registration charges, legal fees and all other applicable levies and Taxes, administrative expenses on the Building Conveyance and Federation



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Valid for three months from 11/11/17

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Annexure 1
(Description of Larger Property)

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Firstly:

All that piece and parcel of land admeasuring **62.23** square meters comprising of a part of Survey Number 139 Hissa No. 1, Village Khoni, Taluka Kalyan, District Thane.

Secondly:

All that piece and parcel of land admeasuring **6916.08** square meters comprising of a part of Survey Number 139 Hissa No. 2A and part of Survey Number 139 Hissa No. 2B, Village Khoni, Taluka Kalyan, District Thane.

Thirdly:

All that piece and parcel of land admeasuring **704.89** square meters comprising of a part of Survey Number 55 Hissa No. 5 of Village Khoni, Taluka Kalyan, District Thane.

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Private Limited, for which final sanctioned has been granted for a Special Township Project.

Pradip Garach
Advocate
High Court, Bombay

S. Roc-Roc-Accomments,
L. B. S. Road, Karmat,
Kada (West), Mumbai - 400 070
Mobile: 9820871547
Email: proppgarach@gmail.com

File No. 33
Locha Dwellers Pvt. Ltd.

REPORT ON TITLE

(ex-parte)

Re: Property bearing

Survey No	House No	Area (sq. mtrs.)
54	4A	3341.88 out of 4918
56	2A	2848 out of 2850
139	1	4698 out of 5400
Total		26947.88 out of 33860

An aggregate 26947.88 sq. mtrs out of 33860 sq mtrs for the residential site at Village Khoni, Taluka Kalyan, District Thane.

I have prepared this Title Opinion in respect of the above property (the "said property") on the basis of the revenue records namely 7/12 extract for the year 2013 - 14 and 8/72 extract issued by Talukhi and documents of transactions therein, produced before me for my inspection for my personal and professional use and for the purpose of my this opinion, I have reviewed certified true copies of the relevant documents viz. Deed of Conveyance, Agreement for Sale and other documents evidencing the title or interests of M/s. Locha Dwellers Pvt. Ltd. caused to make enquiries at the concerned Land Revenue Office at Village and Taluka levels with respect to land records from its date, going back 30 years.

I certify that adequate stamp duty has been paid in respect of the Conveyance Deed, Agreement for Sale or other documents underlying title, rights or interest over the abovementioned property and on the basis of the above, I have found that the subject matter mentioned in the Talukhi and Talukhi's Office reflect the records of Locha Dwellers Private Limited as the Owners of the captioned Property as on the date of this certificate.

Survey No. 54/4A

Registration Entry No. 101 dated 16/08/1916, it is recorded that on the basis of the records of the Revenue Department, the names of the legal owners of the property are as follows: -

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bearing Survey No.139/2 in favour of Ambo Ragho Thombre for consideration of Rs.900/-. The said portion was assigned new Hissa Number i.e. 139/2B which is not relevant to this Report.

8. As per Mutation Entry No.284 dated 14/01/1956, it is recorded that on death of Maruti Hiru and his son Dharma Maruti Thakare, the names of his legal heirs Krishna Dharma and China Dharma (being minor represented through Bhagirathbai Dharma Thakare were entered as protected tenant in respect of the $\frac{1}{2}$ portion of the Property bearing Survey No.139/2 belonged to Bhaskar Bhatkaji Algaonkar under section 3A of the Maharashtra Tenancy and Agricultural Land Act, 1948 thereby deleting the name of the deceased.
9. As per Mutation Entry No.343 dated 28/05/1956, it is recorded that vide Order No.15, the Agricultural Land Tribunal, Kalyan ordered that in the Property belonged to Narayan Hiru Thombre, name of the Kuls viz. Krishna Dharma and China Dharma shown in $\frac{1}{2}$ portion of the said Property was ordered to be deleted from the said $\frac{1}{2}$ portion of the Property bearing Survey No.139/2.
10. As per Mutation Entry No.348 dated 26/09/1956, it is recorded that on 16/04/1956, Bhaskar Bhatkaji Algaonkar had sold the balance $\frac{1}{2}$ portion of the Property bearing Survey No.139/2 in favour of Narayan Hiru Thombre for consideration of Rs.900/-. The said portion was assigned new Hissa Number i.e. 139/2A.
11. As per Mutation Entry No.383 dated 01/08/1970 it is recorded that on death of Narayan Hiru Thombre, the names of his legal heirs 1) Devkubal Narayan, 2) Barku Narayan, 3) Sudam Narayan, 4) Shantabai Namdev were entered on the 7/12 extract in respect of the $\frac{1}{2}$ portion of the said Property.
12. The Mutation Entry No. 389 dated 08/12/1970 was entered on account of the enforcement of enactment of Weight and Measurement (Enforcement) Act, 1957 and Indian Coinage Act, 1957.
13. Mutation Entry No.478 is not relevant to the said Property
14. As per Mutation Entry No.479 dated 05/10/1977, it is recorded that on death of Barku Narayan Thakare around 2 years back, the names of his legal heirs 1) Parvatibai Barku Thakare, 2) Sitabai Tukarara Parotha, 3) Undiya Barku Thakare, 4) Shivaji Barku Thakare, 5) Manubai Barku Thakare (being minor through Parvatibai Barku Thakare) were entered on the 7/12 extract in respect of the portion of the said Property bearing Survey No.139/2 Part.
15. As per Mutation Entry No.489 dated 01/10/1980, it is recorded that on 23/07/1979 vide registered Deed of Conveyance, 1) Parvatibai Barku Thakare, 2) Undiya Barku Thakare and 3) Shivaji Barku Thakare had sold $\frac{1}{2}$ portion of the Property bearing Survey No.139/2 Part to Achyut Gopal Bhatgal for Rs.5000/-.
16. By Indenture of Conveyance dated 13/07/2012 executed and registered under No. KLN1-5801-2012 with Sub-Registrar Kalyan on 13/07/2012 by Achyut Gopal Bhatgal as the Vendor of the One Part in favour of Rajul

Pradip Garach
Advocate
High Court, Bombay

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File No. 88

REPORT ON TITLE

Locha Dwellers Private Limited

(ex-parte)

Re: Property bearing

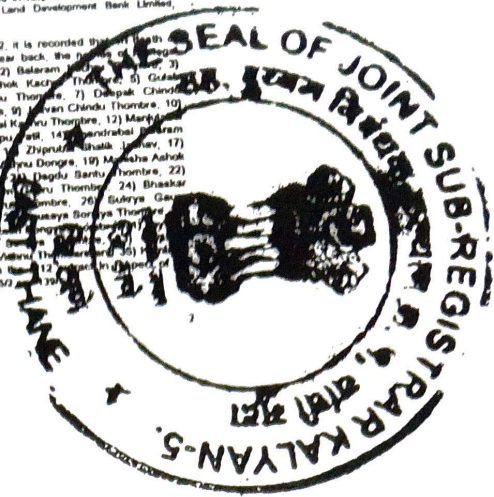
Old Survey No./Hissa No	New Survey No./ Hissa No	Area (sq. mtrs.)
139/2P	139/2A	20550

admeasuring 20550 sq mtrs or thereabouts
situate at Village Khoni, Taluka Kalyan, District Thane.

1. I have prepared this Title Opinion in respect of the above property (the "Said Property") on the basis of the revenue records namely 7/12 extract for the year 2013 - 14 and 6/12 extract issued by Talathi and documents of transactions thereto, produced before me for my inspection for my perusal and information and explanation gathered by me. I observe as under.
2. For the purpose of my title opinion, I have
 - (a) reviewed certified true copies of the relevant documents viz. Deed of Conveyance and other documents evidencing the rights or interests of Locha Dwellers Private Limited;
 - (b) caused to make enquiries at the concerned Land Revenue Officer located at Village and Taluka levels with respect to land records from this date, going back 30 years;
 - (c) verified that adequate stamp duty has been paid in respect of the Conveyance Deed or other documents transferring title, rights or interest over the abovementioned property and on the basis of the above, I have found that
3. The mutation records maintained at the Talathi and Tahsildar's Office reflect the name of Locha Dwellers Private Limited as the Owner of the said Property as on the date of this certificate.
4. Mutation Entry No.148 is not relevant to the said Property
5. Mutation Entry No.174 is not relevant to the said Property
6. As per Mutation Entry No.220 dated 18/09/1953, it is recorded that the name of Maruti Hiru was entered as a protected tenant in respect of the 1/4 portion of the Property bearing Survey No.139/2 belonged to Bhaaskar Bhatkaj Ajsankar under section 3A of the Maharashtra Tenancy and Agricultural Land Act, 1948.
7. As per Mutation Entry No.249 dated 28/09/1956, it is recorded that on 16/04/1956, Bhaaskar Bhatkaj Ajsankar had sold 1/4 portion of the Property

Purank

7 As per Mutation Entry No 522 dated 02/05/1986, it is recorded that all heirs of Kachru Santu Thombre around a year back. The names of the heirs are: 1) Danda Kachru Thombre, 2) Balaram Kachru Thombre, 3) Gopal Asaram Kachru Thombre, 4) Ashok Kachru Thombre, 5) Gopal Chindu Thombre, 6) Kiran Chindu Thombre, 7) Deepak Chandu Thombre, 8) Manoj Chindu Thombre, 9) Anjan Chindu Thombre, 10) Vidy Chindu Thombre, 11) Gaurubal Kachru Thombre, 12) Maruti Kachru Thombre, 13) Yashubal Bepu Patil, 14) Chandrabal Asaram Patil, 15) Marjugal Baram Salvi, 16) Zhiprutu Chhaskar, 17) Sarjugal Vardar Patil, 18) Harabal Vishnu Dongre, 19) Manoj Ashok Gauru Thombre, 20) Dhondu Santu Thombre, 21) Gauru Thombre, 24) Bhaskar Gauru Thombre, 25) Lata Gauru Thombre, 26) Sukrya Gauru Thombre, 27) Balubal Kachru Patil, 28) Ananya Bongya Thombre, 29) Anubal Bongya Thombre, 30) Pratik Bongya Thombre, 31) Anubal Bongya Thombre, 32) Vishwas Bongya Thombre, 34) Sulochana Vishnu Thombre and another. The said Mutation Entry No 522 dated 02/05/1986 is in favour of Kachru Santu Thombre was entered on 02/05/1986 in the Property bearing Survey No 844A, 852.

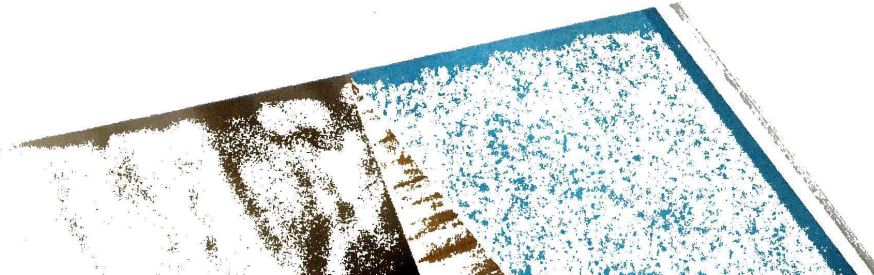


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22. By a Power of Attorney for Development dated 22/10/2012 executed and registered with the office of the Sub Registrar of Assurances at Kalyan under Serial No.448 of 2012, by the said Chintamal Dhodhou Thombre and Others in favour of Lodha Dwellers Pvt. Ltd. conferring upon them powers and authorities to develop the said property and to do other acts deeds matters and things in connection therewith.
23. There are several co-owners of the captioned Property who could not executed and register Agreement for Sale and/or Conveyance for the transaction with Lodha Dwellers Private Limited. Such Co-owners have given their respective Deed of Confirmation/Declaration as well as Power of Attorney thereto which are duly registered with a view to ratify and confirm the transaction entered into by the other co-owners who have executed Agreement for Sale dated 22.10.2012 and/or Conveyance.

Sr. No.	Date	Nature of the Document	Name of the Parties	Registration Number
1.	29.10.2012	Deed of Confirmation confirming AFS	Kiran Chandu alias Chindu Thombre and 11 Others	KLNI-7982/2012 on 29.10.2012
2.	29.10.2012	Power of Attorney	Kiran Chandu alias Chindu Thombre and 11 Others	452/2012
3.	07.11.2012	Deed of Confirmation confirming AFS	Anita Shyam Dahli and 5 Others	KLNI-8310/2012 on 07.11.2012
4.	07.11.2012	Power of Attorney	Anita Shyam Dahli and 5 Others	466/2012
5.	27.11.2012	Deed of Confirmation confirming AFS	Hanuman Babu Patil and 16 Others	KLNI-8733/2012 on 27.11.2012
6.	27.11.2012	Power of Attorney	Hanuman Babu Patil and 16 Others	509/2012
7.	19.01.2013	Deed of Confirmation confirming AFS	Chandrabal Asaram Thombre and 2 Others	KLNS-367/2013
8.	19.01.2013	Power of Attorney	Chandrabal Asaram Thombre and 2 Others	05/2013
9.	23.05.2013	Deed of Confirmation confirming AFS	Sulochana Vishnu Thombre and another	KLNI-3891/2013



10.	23.05.2013	Power Attorney of	Sulochana Vishnu Thombre and another	228/2013
11.	10.07.2013	Supplementary Agreement in the form of Deed of Confirmation	Ziprubai Shalik Jadhav	4852/2013
12.	23.08.2013	Deed Declaration of	Sumit Suresh Kalan	KLN1-5780/2013
13.	23.08.2013	Power Attorney of	Sumit Suresh Kalan	345/2013
14.	31.12.2013	Deed Declaration of	Balaram Dagdu Thombre and another	KLN1-8352/2013
15.	31.12.2013	Power Attorney of	Balaram Dagdu Thombre and another	463/2013

24. By Indenture of Conveyance dated 02/09/2013 executed and registered under No. KLN1-6058/2013 with Sub-Registrar Kalyan on 03/09/2013 by 1) Chintaman Dhondu Thombre, 2) Ananta Dhondu Thombre, 3) Laxman Dhondu Thombre, 4) Shalubai Nama Patil, 5) Bhimabai Pandurang Mhatre, 6) Fasabai Dadu Kumbharkar, 7) Sherda Gurunath alias Sherda Gurudas Patil, 8) Chandrabai Amaram Thombare, 9) Amit Amaram Thombare, 10) Draupadi Balaram Thombare, 11) Sandeep Balaram Thombare, 12) Anita Shyam Dalvi, 13) Kavita Dunda Thombare alias Kavita Manoj Alimkar, 14) Macchindra Dunda Thombare, 15) Nandabai Dunda Thombare, 16) Priyanka Dunda Thombare, 17) Deepali Dunda Thombare (Sr. No.16 and 17 being minor represented through his mother and natural guardian Priyanka Dunda Thombare), 18) Ashok Kachru Thombare, 19) Gulab Chindu alias Gulab Chandu Thombare, 20) Kiran Chindu alias Kiran Chandu Thombare, 21) Deepak Chindu alias Deepak Chandu Thombare, 22) Manoj Chindu alias Manoj Chandu Thombare, 23) Jeevan Chindu alias Jeevan Chandu Thombare, 24) Vidya Chindu alias Vidya Chandu Thombare alias Vidya Shriram Chincholkar, 25) Hanuman Babu Patil, 26) Kishor Babu Patil, 27) Ram Babu Patil, 28) Subhedrabai Budhaji Sante, 29) Shardabai Balram Shelar, 30) Chandrabai Balaram Patil, 31) Manjubai Sitaram Dalvi, 32) Ziprubai Shalik Jadhav, 33) Sanjubai Wandar Patil, 34) Hirabai Vishnu Thombare, 35) Manisha Ashok Patil, 36) Walku Gauru alias Walku Gauru Thombare, 37) Sudam Gauru alias Sudam Gauru Thombare, 38) Bhaskar Gauru alias Bhaskar Gauru Thombare, 39) Sukrya Gauru Thombare, 40) Lahu Gauru alias Lahu Gauru Thombare, 41) Balubai Kachru Patil, 42) Ankush Songya alias Ankush Songya Thombare, 43) Prakash Songya alias Prakash Songya Thombare, 44) Jaywant Songya alias Jaywant Songya Thombare, 45) Vishwas Songya Thombare, 46) Jayshree Songya Thombare, 47) Sulochana Vishnu alias Sulochana Vishu Thombare, 48) Kamalakar Vishnu

25. On the basis of the findings included in the report and subject to what is stated hereinabove, I am of the opinion that Lodha Dwellers Private Limited, pursuant to the Agreement for Sale, Powers of Attorneys, Deed of Confirmation, Deed of Conveyance executed by Chittaman Dhondhu Thorbre and Others in favour of Lodha Dwellers Private Limited, are entitled to the said property as an absolute owner thereof and have complete development rights in respect of the said property.
30. Pursuant to the Certificate dated 05th May 2014 issued by the Registrar of Companies, the name of Lodha Dwellers Private Limited has been changed to Private Dwellers Private Limited.

THE SCHEDULE ABOVE REFERRED TO:

Property bearing

Survey No	Missa No	Area (sq. mtrs.)
64	4A	3341.88 out of 4018
66	2A	28468 out of 24648
130	1	4500 out of 4400
	Total	23281.88 out of 33958

In aggregate 23281.88 sq. mtrs out of 33958 sq mtrs or thereabouts situated at Village Khorel, Taluka Kalyan, District Thane.

Dated this 21st day of March 2015.

[Signature]
 (Rajiv Garach)
 Advocate High Court Bombay



Pradip Garach
Advocate
High Court, Bombay

KHOM-111

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REPORT ON TITLE

Palava Dwellers Private Limited

(ex-parte)

Re: Property bearing

Survey No	Hissa No	Area (sq. mtrs.)
66	6	12300

admeasuring 12300 sq mtrs or thereabouts situate at
Village Khoni, Taluka Kalyan, District Thane.

1. On the instructions of my Client Palava Dwellers Private Limited (earlier known as Lodha Dwellers Private Limited), I have investigated the Title in respect of the captioned Property.
2. I have prepared this file Opinion in respect of the above property (the "Said Property") on the basis of perusal of the revenue records namely 7/12 extract (Record of Rights) for the year 2013-14 and 6/12 extract (Mutation Entries) issued by Talathi and documents of transactions thereto, produced before me for my inspection and information and explanation gathered by me. I observe as under.
 - (a) For the purpose of my title opinion, I have reviewed certified true copies of the relevant documents viz. Deed of Conveyance and other documents evidencing the rights or interests of Mangesh Sudhakar Purnik;
 - (b) caused to make enquiries at the concerned Land Revenue Office located at Village and Taluka levels with respect to land records from this date, going back 30 years;
 - (c) verified that adequate stamp duty has been paid in respect of the Conveyance Deed or other documents transferring title, rights or interest over the abovementioned property and on the basis of the above, I have found that
4. The mutation records maintained at the Talathi and Tahsilkar's Office reflect the name of Mangesh Sudhakar Purnik as the Owner of the said Property as on the date of this certificate.
5. I have perused Mutation Entry Nos. 131, 175, 187, 383, 389, 473, 478, 502, 621, 845, 908, 1180 in respect of the said Property. On perusal thereof, I found that one Ramdas Puroshottam Palk, came to be entitled to the captioned

File No.118

REPORT ON TITLE

Palave Dwellers Private Limited

(ev-part-1)

Re: Property bearing

Old Survey No./Mesa No	New Survey No./ Mesa No	Area (sq. mtrs.)
139/2P	139/2B	20550

admeasuring 20550 sq mtrs or thereabouts
situate at Village Khoni, Taluka Kalyan, District Thane.

1. I have prepared this Title Opinion in respect of the above property (the "Said Property") on the basis of the revenue records namely 7/12 extract for the year 2013 - 14 and 8/12 extract issued by Talathi and documents of transactions thereto, produced before me for my inspection for my perusal and information and explanation gathered by me. I observe as under.
2. For the purpose of my title opinion, I have
 - (a) reviewed certified true copies of the relevant documents viz. Deed of Conveyance and other documents evidencing the rights or interests of Lothe Dwellers Private Limited;
 - (b) caused to make enquiries at the concerned Land Revenue Officer located at Village and Taluka levels with respect to land records from this date, going back 30 years;
 - (c) verified that adequate stamp duty has been paid in respect of the Conveyance Deed or other documents transferring title, rights or interest over the abovementioned property and on the basis of the above, I have found that
3. The mutation records maintained at the Talathi and Tahsildar's Office reflect the name of Lothe Dwellers Private Limited as the Owner of the said Property as on the date of this certificate.
4. As per Mutation Entry No.249 dated 26/09/1956, it is recorded that on 16/04/1956, Bhaskar Bhatiji Ajgaonkar had sold $\frac{1}{2}$ portion of the Property bearing Survey No.139/2 in favour of Ambo Ragho Thombre for consideration of Rs.000/-.
5. The Mutation Entry No. 389 dated 09/12/1970 was entered on account of the enforcement of enactment of Weight and Measurement (Enforcement) Act, 1957 and Indian Coinage Act, 1957.
6. As per Mutation Entry No.488 dated 01/10/1980, it is recorded that on 15/07/19179 vide registered Deed of Conveyance, Ambo Ragho Thombre had sold $\frac{1}{2}$ portion of the Property bearing Survey No.139/2 to Arun Gopal



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High Court, Bombay

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(LDPL) inter alia declaring that Mangesh Sudhakar Puranik and shall develop the said Property along with contiguous owned by LDPL in terms thereof.

13. Pursuant to the Certificate dated 6th May 2014 issued by the Registrar of Companies, the issue of Limited Ownership Shares (LWS) (LWS) to Curvywala, the issue of Limited Ownership Shares (LWS) to Palava Dwellers Private Limited.

14. On the basis of the findings included in this report, and subject to what is stated hereinabove, and of the opinion that Palava Dwellers Private Limited pursuant to the Deed of Conveyance executed by Ramdas Puranik, in favour of Mangesh Sudhakar Puranik, are entitled to the said property as an absolute owner thereof and have complete development rights in respect of the said property.

THE SCHEDULE ABOVE REFERRED TO:

Property bearing

Survey No	Hissa No	Area (sq. mtrs.)
55	5 A	42390

admeasuring 12390 sq mtrs or thereabouts situate at Village Khont, Taluka Kalyan, District Thane.

Dated this 14th day of April 2015.

Pradip Garach
(Pradip Garach)
Advocate High Court Bombay



Pradip Garach
Advocate
High Court, Bombay

8, Roo-Roo Apartments,
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- vii) I have seen Certificate dated 14/04/2017 issued by Shrawan A. Gupta and Associates, the Practising Company Secretary to the effect that he has carried out an online Search through the official website of the Ministry of Corporate Affairs. The said Certificate inter alia indicates that there is no charge on the said Property.
- viii) The Company has informed me that no litigation is pending against the Company in respect of the Property.
- ix) I have perused the Village Extract Form 7/12 (Record of Rights) in respect of the said Property and I observe that the name of Company is recorded as owner of the Property. The Property is shown as Occupancy Class-I in the 7/12 extract.

5. Conclusion

- a) On taking into account of the aforesaid variations, I am of the opinion that the Company is entitled to the said Property as absolute Owners thereof and have complete development rights of the same free from any encumbrances.
- b) In view of the above my earlier Reports on Title dated 14th April, 2015 stands modified and be read and construed accordingly.

Dated the 17th day of April, 2017.


(Pradip Garach)
Advocate High Court Bombay

5 From the perusal of the above revenue records and documents, while confirming my earlier Report dated 14th April, 2015, I hereby further certify as follows:

- i) The Mutation Entry No. 1180 dated 23/04/2013 records the transaction of Deed of Conveyance dated 20/04/2013 executed and registered under Sr. No. 2145-04

Pradip Garach
Advocate
High Court, Bombay

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Khoni-88 ✓

SUPPLEMENTAL REPORT ON TITLE

Palava Dwellers Private Limited

(Ex-Parte)

Re.: Property bearing

Survey No.	Hisra No.	Area (sq-mtr.)
139	2A	20550

situate at Village Khoni, Taluka Kalyan and District Thane (hereinafter referred to as "said Property").

- 1 Under the instructions of my client, Palava Dwellers Private Limited (the Company), I have issued Report on Title dated 27th March 2015 and Addendum dated 17th April 2017 ("Reports on Title") in respect of the said Property.
- 2 Ever since issuance of the said Reports, there are no material development taken place related to the Title of the said Property.
- 3 Thus, Palava Dwellers Private Limited is entitled and continued to be entitled to the said Property as absolute Owner thereof with complete development rights for the same free from any encumbrances.

Dated this 20th day of September 2019


(Pradip Garach)
Advocate High Court Bombay

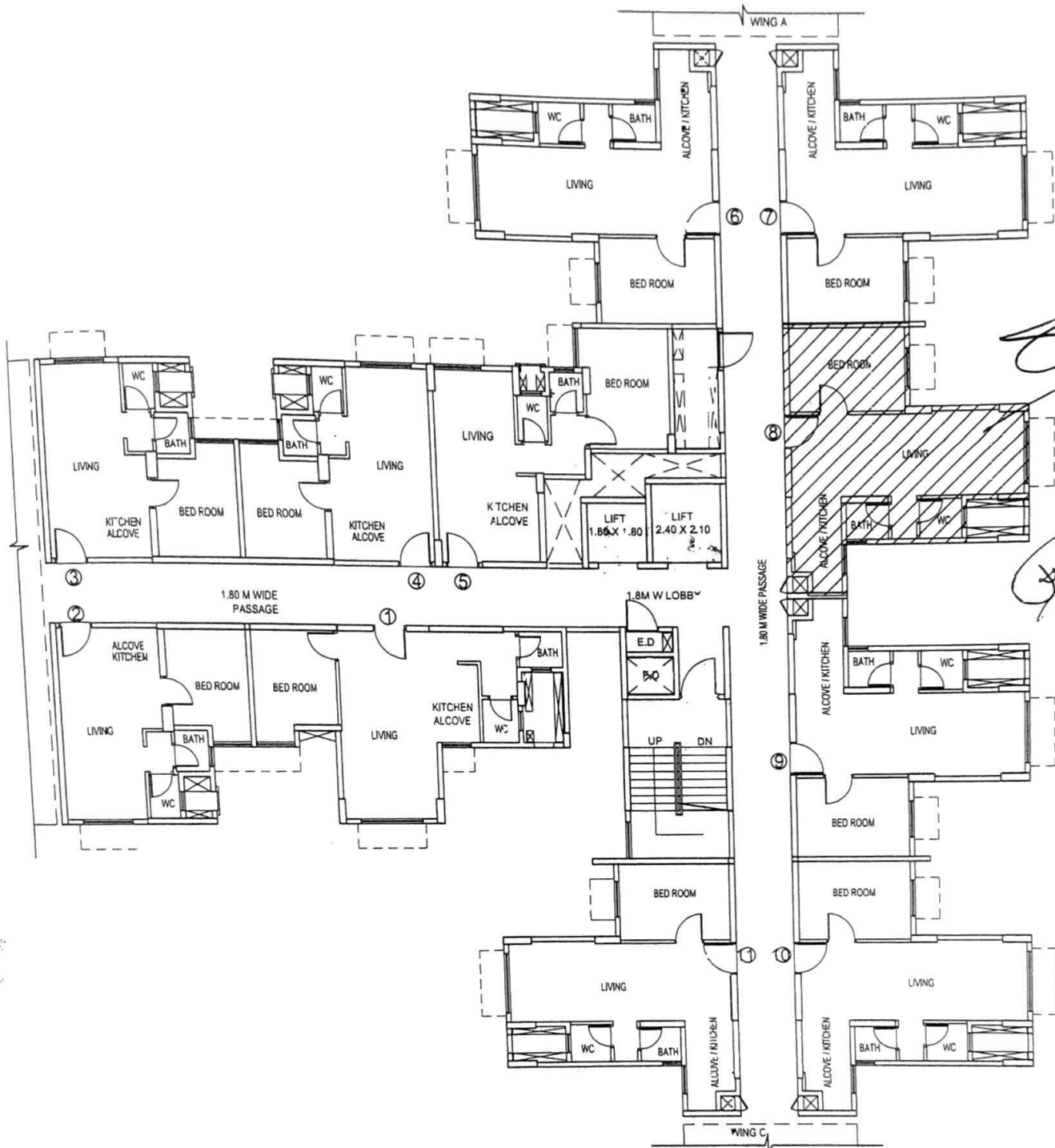
क.ल.न.-५

दस्तक्र. २३००

२०२९

७

२०



TYPICAL FLOOR PLAN (LEVELS 2,3,4,5,6,7,9,10,11,12)

PALAVA, DOMBIVALI	JASMINE	WING: B	FLOOR 12 th	FLAT NO. 1208
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NOTE: PLAN NOT TO THE SCALE



DEVELOPERS
PALAVA DWELLERS PRIVATE LIMITED
412, Floor- 4, 17G, Vardhaman Chamber,
Cawasji Patel Road, Horniman Circle,
Fort, Mumbai-400001

NORTH



ARCHITECT

BDP,
5TH FLOOR, ERROD ROAD, CHOKER
MENRU PLACE,
NEW DELHI



Annexure 6

(Unit and Project Details)

- a. CUSTOMER ID : 2205762
- b. Correspondence Address of Purchaser: C-6/11/0-4, SECTOR-6, CBD BELAPUR, BEHIND MEENAKSHI HOTEL, NAVI MUMBAI 400614 Maharashtra India
- c. Email ID of Purchaser: tushar_patil26101988@yahoo.com

क.ल.न.-५	
दस्तक्र. २३००	२०२१
०३	००

- d. Unit Details:
- (i) Development/Project : Jasmine A B C G H I
- (ii) Building Name : Jasmine
- (iii) Wing : B
- (iv) Unit No. : B-1208
- (v) Area :

	Sq. Ft.	Sq. Mtrs.
Carpet Area	380	35.30
EBVT Area	-	-
Net Area (Carpet Area +EBVT Area)	380	35.30

Two wheeler parking space : 1 (One)

- e. Consideration Value (CV): INR 13,25,276/- (Indian National Rupees Thirteen Lakh Twenty-Five Thousand Two Hundred Seventy-Six Only)
- f. Payment Schedule for the Consideration Value & other charges:

Sr. no.	On Initiation of below milestones	Amount (In Rs.)	Due Date
1	Booking Amount III	13,79,251	21-03-2021
2	On offer of possession - I	13,77,278	25-03-2021
3	Booking Amount I	45,000	21-02-2021
4	Booking Amount II	1,08,250	21-02-2021

The aforesaid schedule is not chronological and payment for any of the aforesaid milestones may become due before or after the other milestones, depending on the date of initiation of the relevant milestone.

- h. Maintenance Related Amounts: Advance Charges of sum of INR. 1,32,240 (Indian National Rupees One Lakh Thirty-Two Thousand Two Hundred Forty Only) towards common area maintenance (CAM) and Property Tax for a period of 48 months with the following break up:

1. BCAM Charges: INR 72,960/- (Indian National Rupees Seventy-Two Thousand Nine Hundred Sixty Only) covering period of 48 months from DOP.



Handwritten signature and a small flag-like symbol.

सं०॥
(महाराष्ट्र)
आय विभाग, महाराष्ट्र शासन

NOTIFICATION

GOVERNMENT OF MAHARASHTRA
Urban Development Department,
Ministry, Mumbai 400 023.
Date 16/12/2014

**Maharashtra
Regional and
Town
Planning
Act, 1964**

Whereas, the Government in Urban Development Department has sanctioned the Regional Plans for various Regions as mentioned in Annexure-A appended hereto (hereinafter referred to as "the said Regional Plans") under Section 13 of the Maharashtra Regional and Town Planning Act, 1964 (hereinafter referred to as "the said Act"), vide various Notifications from time to time which have come into force, with effect from the dates as mentioned in the said Notifications

And whereas, the Government has sanctioned modification in the said Regional Plan under Sub-section (4) of Section 20 of the said Act, in respect of Regulations for Development of Special Township Project (STP) and subsequently some of the provisions of the said STP Regulations have also been amended from time to time and the said Regulations have been inserted at chapter no. XI/Regulation No. 41 in the zonal Development Control and Provision Regulation of the Regional Plan (hereinafter referred to as "the said STP Regulations").

And whereas, it is under consideration of the Government that the present said STP Regulations will be modified substantially in order to utilize the maximum development potential of land, to increase the supply of affordable houses in the market, to attract foreign direct investment in the field of Special Township Project and to develop Smart Townships through privatization, without any expenditure to Government and to bring speedy simplification in the process of approval.

And whereas, in view of above, after consulting the Director of Town Planning, Maharashtra State, the Government is of the opinion that the said existing Regulations for Development of Special Township Project (STP) and Regulation mentioned at chapter no. XI/Regulation No. 41 of the said Regional Plan and Provision Regulation of the said Regional Plan should be replaced by the new set of Regulations appended herewith in Annexure-A and the said Regulations to modify the said STP Regulations of Special Township Project (hereinafter referred to as the said proposed modification) under Section 20(3) of the said Act.

And whereas, the words Special Township Project as defined in Maharashtra Act 43 of 2014 with effect from 22/01/2014 and hereinafter referred to as an Integrated Township Project.

And whereas, pursuant to the above, a notice, bearing No. TP-13(4)CR-24/1520(1)/01-13, dated 07/04/2014, regarding the proposed modification under sub-section (4) of the Section 20 of the said Act, was published which appeared in the Maharashtra Government Official Gazette Supplement dated 13/04/2014 on page no 1 to 12 for inviting suggestions and / or objections from the general public and the concerned Divisional Joint Director of Town Planning was authorized as the Officer (hereinafter referred to as the "said Officer") by the Government to hear suggestions and / or objections and submit report in the Government.

नगर रचना आणि मूल्यनिर्धारण विभाग
ठाणे शाखा

8

जा.क्र./मोदा/ए.न.व.प्र./मो. अंतर्ली, खोणी व इतर/ससंठाणं/ ६४४ सहायक संचालक, नगर रचना,
ठाणे, जिल्हाधिकारी इमारत,
३ रा मजला, कोर्ट नाका, ठाणे (प)
दूरध्वनीक्र.: ०२२/२५३४२७४४
ई-मेल: adip_thane@rediffmail.com
दिनांक- २४/०४/२०१९

प्रति,
✓ मे. पलावा ड्वेलर्स प्रा. लि.
ठाणे.

विषय:- वापर दाखला/ भोगवटा प्रमाणपत्र मिळणेबाबत,
मौजे अंतर्ली, खोणी, हेदूटणे, कोळे, ता. कल्याण आणि मौजे उंब्रोली, ता.
अंबरनाथ, जि. ठाणे, स. न. १९/२अ, १९/२ब, १९/३ व इतर भूखंडाचे एकूण
क्षेत्र २६५६१८३.२९ चौ. मी. मधील,
सेक्टर D मधील

Cluster No-२.०५ (Clara) Wing- E, F, G, H, I

सेक्टर E मधील

Cluster No-३.०४ (Fontana) Wing- C, D, E, F, G, H

सेक्टर I मधील

EWS -६ Wing A

EWS -६ Wing B

करेता वापर दाखला/भोगवटा प्रमाणपत्र मिळणेबाबत.

१. जमीन मालकाचे नाव : मे. पलावा ड्वेलर्स प्रा. लि.
२. वास्तुविशारद / इंजिनिअर यांचे नाव -श्री. प्रदिप कांबळे

१. शासन, नगर विकास विभागाची एकात्मिक नगर वसाहतीसाठीची
अधिसूचना क्र. टिपीएस १८१६/प्र.क्र.३६८/१५/२०(४)/नवि-१३,
दि. २६/१२/२०१६.

२) शासन, नगर विकास विभागाचे निर्देश क्र.टिपीएस-१२१७/४३०/ प्र.क्र.
६९/१७/नवि.१२. दि. २०/०४/२०१७.

३) मा. जिल्हाधिकारी, ठाणे यांचे पत्र क्र.महसूल/कक्ष-१/टे-७/अंतर्ली-खोणी-
हेदूटणे-कोळे ता.कल्याण / उंब्रोली, ता. अंबरनाथ / एकात्मिक विशेष नगर
वसाहत प्रकल्प / रेखांकन / एसआर-२२/२०१७,
दि. २१/०६/२०१७.

१

		H	G+१७	५२.६५	५७१७.१९	७०
		I	G+१७	५२.६५	६८६४.१६	१०६
	एकूण	५			३२८७८.०७	४५८
	एकूण (रहिवास सेक्टर D)	५			३२८७८.०७	४५८

सेक्टर E						
अ. क्र.	इमारत / क्लस्टर नंबर	विंग	भोगवटा दाखला घावयाचे मजले	इमारतीची एकूण उंची (मी.)	भोगवटा दाखला घावयाचे एकूण बांधकाम क्षेत्र (चौ. मी.)	एकूण सदनिका
१	३.०४	C	(i+१७)	५२.६५	४९४३.७७	१०६
		D	G+१७	५२.६५	४०६३.१५	७०
		E	G+१७	५२.६५	४९४३.७७	१०६
		F	G+१७	५२.६५	४९४४.२०	१०६
		G	G+१७	५२.६५	४०६३.१५	७०
		H	G+१७	५२.६५	४९४३.७७	१०६
		एकूण	६			२७९०९.८९
	एकूण (रहिवास सेक्टर E)	६			२७९०९.८९	५६४

सेक्टर I						
अ. क्र.	इमारत / क्लस्टर नंबर	विंग	भोगवटा दाखला घावयाचे मजले	इमारतीची एकूण उंची (मी.)	भोगवटा दाखला घावयाचे एकूण बांधकाम क्षेत्र (चौ. मी.)	एकूण सदनिका
१	EWS ६	A	G+१२	३७.५०	५२१५.८९	१२७
	एकूण	१			५२१५.८९	१२७
२	EWS ६	B	G+१२	३७.५०	६४७२.३९	१३९
	एकूण	१			६४७२.३९	१३९
	एकूण (EWS)	२			११६८८.२८	२६६

दि. २०/१६/२०१८ रोजी मंजूर केलेल्या नियमावलीतील विनियम ९ मधील ९.१ ते ९.१० अनुसार Social Housing (EWS/LIG) बाबतच्या आवश्यक तरतुदीची विकासकाने पूर्तता केली असून विनियमक्र.९.६ अनुसार विक्री करावयाच्या सदनिकांच्या भोगवटा/वापर दाखल्यासाठीच्या आवश्यक प्रमाणात घावयाचे Social Housing (EWS/LIG) चे बांधकाम क्षेत्र भोगवटा/वापर दाखल्यासाठी प्रत्यक्ष जागेवर बांधून घावयासाठी तयार ठेवले आहे. Social Housing (EWS/LIG) चे भोगवटा/वापर दाखल्यासाठी आवश्यक बांधकाम क्षेत्र १०९६४.६९ चौ. मी. असून विकासकाने भोगवटा/वापर

५

४) या कार्यालयाचे सुधारित बांधकाम परवानगी पत्र (सेक्टर C, D, E व F) क्र. एकात्मिक नगर वसाहत/मौजे खोणी अंतर्ली इतर/संसंठाणे/ ४७१, दि. १४.०३.२०१८.

५) या कार्यालयाचे सुधारित बांधकाम परवानगी पत्र (सेक्टर D) क्र. एकात्मिक नगर वसाहत/मौजे खोणी अंतर्ली इतर/संसंठाणे/ १८१४, दि. १२.०९.२०१८.

६) या कार्यालयाचे सुधारित बांधकाम परवानगी पत्र (सेक्टर C) क्र. एकात्मिक नगर वसाहत/मौजे खोणी अंतर्ली इतर/संसंठाणे/ ३१३, दि. १६.०२.२०१९.

७) या कार्यालयाचे जोते तपासणी प्रमाणपत्र क्र. मौजे खोणी अंतर्ली / जोते तपासणी प्रमाणपत्र / ९७०, दि. ०२/०५/२०१९.

८) या कार्यालयाचे जोते तपासणी प्रमाणपत्र क्र. मौजे खोणी अंतर्ली / जोते तपासणी प्रमाणपत्र / १७९, दि. ७/१०/२०१६.

९) अर्जदार मे. पलावा ड्वेलर्स प्रा. लि. यांचे या कार्यालयास पत्र दि. १८.०३.२०१९.

क. ल. न. - ५

दस्तावेज

२०२९

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महोदय,

संदर्भित पत्र क्र. ९ अन्वये आपण वरील नमूद इमारतीच्या भोगवटा प्रमाणपत्राबाबत या कार्यालयाकडे अर्ज केलेला आहे. सदर प्रकरण या कार्यालयातील प्रतिनिधीने जागेचे स्थळ निरीक्षण केले आहे. सदर स्थळ निरीक्षण अहवाल व आपण सादर केलेली कागदपत्रांच्या अनुषंगाने खालील प्रमाणे भोगवटा प्रमाणपत्र देण्यात येत आहे.

या कार्यालयाने संदर्भित पत्र क्र. ४, ५ व ६ अन्वये वरील नमूद इमारतीच्या बांधकाम नकाशांस परवानगी दिली आहे. तसेच सदर प्रस्तावित इमारतीसाठी संदर्भ क्र. ७ व ८ अन्वये अर्जदार कंपनीने जोते तपासणी प्रमाणपत्र या कार्यालयाकडून प्राप्त करून घेतलेले आहे. सदर प्रकरणात या कार्यालयाचे प्रतिनिधी यांनी प्रत्यक्ष स्थळ पाहणी केली असत! भोगवटा दाखल्यासाठी अर्जदार कंपनीने सादर केलेल्या इमारती, या कार्यालयाने मंजूर केलेल्या नकाशांप्रमाणे प्रत्यक्षात सान्नासिक अंतरे मोजमापानुसार आढळतात. सदर सर्व इमारतीचे बांधकाम जगोजर पूर्ण झालेले असून टेरेसवर Solar Water Heater लावण्यात आलेले आहेत. अर्जदार मे.पलावा ड्वेलर्स प्रा. लि. यांनी भोगवटा/वापर दाखल्याच्या अनुषंगाने असलेल्या अटी व शर्तीची पूर्तता केली आहे. भोगवटा/वापर दाखल्या बाबतचा इमारत निहाय तपशील खालील प्रमाणे आहे.

सेक्टर D						
अ. क्र.	इमारत / क्लस्टर नंबर	विंग	भोगवटा दाखला घावयाचे मजल	इमारतीची एकूण उंची (मी.)	भोगवटा दाखला घावयाचे एकूण बांधकाम क्षेत्र (चौ. मी.)	एकूण सदनिका
१	२.०५	E	G+१७	५२.६५	७२८२.०२	१०६
		F	G+१७	५२.६५	७२८६.१२	१०६
		G	G+१७	५२.६५	८७२८.५८	७०

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राज्यातील विरोध निवारण प्रक्रियेत तसेच दोष
 त्रिकार टाळण्यासाठी यांच्या निवडणुकीतील त्रिकार
 निवारण प्रकल्पसाठी भूदान विनिर्णय
 समितीच्या कार्यवाहीत महाराष्ट्र प्रांतिक निवडणुकी
 व नागरिकांच्या अधिकार १९६६ च कलम ३७
 (१ क. क.) (ग) अन्वये मान्यता

महाराष्ट्र शासन
 नागरिक विकास विभाग
 भद्रनाथ, मुंबई-३२

प्रामुख्य सूचना क्रमांक : विजेएम-१९६६/प्र.क्र.३६६/भाग-२/१९६३७ (१ क.क.) (ग) दिनांक १३
 दिनांक : ०८/०३/२०१९

सोळावे महाराष्ट्र प्रांतिक निवडणुकीतील त्रिकार निवारण प्रकल्पसाठी
 पुढीलप्रमाणे प्रकल्प ठरविला जाई

महाराष्ट्राचे राज्यातील यांचे आदेशानुसार क निवडणुकी



(श्री. वि. लालग)

नगर सचिव, महाराष्ट्र शासन

प्रति

- १) मा. महाराष्ट्र शासकीय निवडणुकीचे सचिव, नगरपालिका, मुंबई.
- २) मा. महाराष्ट्र शासकीय निवडणुकीचे सचिव, नगरपालिका, मुंबई.
- ३) मा. शासन सचिव, (नगर) नगरपालिका, मुंबई.
- ४) मा. शासन सचिव, (नगर) नगरपालिका, मुंबई.
- ५) मा. शासन सचिव, (नगर) नगरपालिका, मुंबई.

प्रति अंतिम कार्यवाही करीतः

- १) संचालक, नगरपालिका, महाराष्ट्र शासन, मुंबई.
- २) संचालक, नगरपालिका, मुंबई.
- ३) संचालक, नगरपालिका, मुंबई.
- ४) संचालक, नगरपालिका, मुंबई.
- ५) संचालक, नगरपालिका, मुंबई.
- ६) संचालक, नगरपालिका, मुंबई.
- ७) संचालक, नगरपालिका, मुंबई.
- ८) संचालक, नगरपालिका, मुंबई.
- ९) संचालक, नगरपालिका, मुंबई.
- १०) संचालक, नगरपालिका, मुंबई.
- ११) संचालक, नगरपालिका, मुंबई.

क्र.	अ. इमारत	प्रकारित मजले	इमारती	इमारती वा बापर (बी. पी.)
१	Cluster ६.०१	तळ + १७ मजले	५२.६५	रिडवास
२	Cluster ६.०२	तळ + १२ मजले	३७.५०	रिडवास
३	Cluster ६.०३	तळ + १२ मजले	३९.४५	रिडवास
४	Cluster ६.०४	तळ + १२ मजले	३९.४५	रिडवास
५	Cluster ६.०५	तळ + १२ मजले	५७.४५	रिडवास
६	Cluster ६.०६	तळ + १२ मजले	३९.४५	रिडवास
७	Cluster ६.०७ & २	तळ + १२ मजले	३९.४५	रिडवास / बाणज

शेअर - एफ - पूर्वी कायदे वेळीस मजरे बाणकाम क्षेत्र

शेअर - अ	शेअर - ब	शेअर - ग	शेअर - ड - सुपरिम बाणकाम परवानगीचे क्षेत्र
Cluster ३.०१	तळ + १७ मजले	५२.६५	रिडवास
Cluster ३.०२ (B)	तळ	७.१०	बाणज
Cluster ३.०३ & १४	तळ + १७ मजले	५२.६५	रिडवास / बाणज
Shops	तळ	७.१०	बाणज
Cluster No. ३.०४	तळ + १७ मजले	५२.६५	रिडवास / बाणज
& १२ Shops	तळ मजला	४.८०	बाणज
Cluster No. ३.०५	तळ + १२ मजले	३९.४५	रिडवास
Cluster ३.०६	तळ + १२ मजले	३९.४५	रिडवास
Cluster ३.०७	तळ + १२ मजले	३९.४५	रिडवास
Cluster ३.०८	तळ + ६ मजले	३९.४५	रिडवास
School - B (Earlier School No. ५)	तळ मजला	५.१०	सर्विस
Club House - २	तळ मजला	५.१०	सर्विस

३८५.२४

क्र.	ब्लॉक / इमारत क्र.	प्रस्तावित मजले	इमारती वही (मी.)	वा बापर (वही. मी.)	बांधकाम क्षेत्र
१	Cluster २.०३	तळ + १७ मजले	५२.६५	५२.६३.७०	२८६३३.७०
२	Cluster २.०३ Shop	तळ + १७ मजले	५२.६५	५२.६५	४९८६८.१६
३	Cluster २.०४ Shop (Area) connected as per shop OC)	तळ + १७ मजले	५२.६५	८१७५८.२७	
४	Cluster २.०६ Shop	तळ + १७ मजले	५२.६५		
५	Cluster २.०६ Shop	तळ + १७ मजले	५२.६५	६०२२२.९९	
६	Cluster २.०७ (A)	तळ + २१ मजले	६९.९५	२९९२२.७९	
७	Cluster २.०७ (B)	तळ + २१ मजले	६९.९५	२९९२२.७९	
८	Cluster २.०३ Shop	तळ मजला	३९.००		४४४८४.४०
९	Cluster २.०६(A) Shop	तळ + १२ मजले	३९.००		
१०	Cluster २.०८ Shop	तळ मजला	७१.०		५८४०.९८
११	Shop	तळ मजला	३८.१५		२२६६८.५६
१२	School - D	तळ + ६ मजले	२७.०५		
१३	Retail & Parking Building P-५	तळ + ११ मजले	२९.९५		१०९७६.९०
					११३.००

श. प्रस्तावित मजले / इमारत क्र. इमारती वही (मी.) वा बापर (वही. मी.) बांधकाम क्षेत्र

श. १ - वही : पूर्वी कायम ठेवलेले मजले बांधकाम क्षेत्र

श. २ - वही : पूर्वी कायम ठेवलेले मजले बांधकाम क्षेत्र

श. ३ - वही : पूर्वी कायम ठेवलेले मजले बांधकाम क्षेत्र

श. ४ - वही : पूर्वी कायम ठेवलेले मजले बांधकाम क्षेत्र

श. ५ - वही : पूर्वी कायम ठेवलेले मजले बांधकाम क्षेत्र

श. ६ - वही : पूर्वी कायम ठेवलेले मजले बांधकाम क्षेत्र

श. ७ - वही : पूर्वी कायम ठेवलेले मजले बांधकाम क्षेत्र

श. ८ - वही : पूर्वी कायम ठेवलेले मजले बांधकाम क्षेत्र

श. ९ - वही : पूर्वी कायम ठेवलेले मजले बांधकाम क्षेत्र

श. १० - वही : पूर्वी कायम ठेवलेले मजले बांधकाम क्षेत्र

श. ११ - वही : पूर्वी कायम ठेवलेले मजले बांधकाम क्षेत्र

श. १२ - वही : पूर्वी कायम ठेवलेले मजले बांधकाम क्षेत्र

श. १३ - वही : पूर्वी कायम ठेवलेले मजले बांधकाम क्षेत्र

१७	PARKING BLDG -P1 / COM. (अंशतः चटई क्षेत्र मुक्त)	तळ + ११ मजले	२९.९५ मी.	सुविधा	२७६२.८०
१८	PARKING BLDG -P2 (चटई क्षेत्र मुक्त)	तळ + ११ मजले	२९.९५ मी.	सुविधा	०.००
१९	RECREATION CENTRE -१ (G- A) (चटई क्षेत्र मुक्त)	तळ मजला	३.८७ मी.	सुविधा	०.००
२०	RECREATION CENTRE -२ (G- A) (चटई क्षेत्र मुक्त)	तळ मजला	४.३१ मी.	सुविधा	०.००
एकूण					४७५७७८.०३

सेक्टर -D : पूर्वीचे कायम ठेवलेले मंजूर बांधकाम क्षेत्र

अ. क्र.	इमारत	प्रस्तावित मजले	इमारती उंची (मी.)	इमारतीचा वापर	प्रस्तावित बांधकाम क्षेत्र (चौ. मी.)
१	CLUSTER २.०२	तळ + १७ मजले	५२.६५	रहिवास	४८६३३.७०
२	CLUSTER २.०३	तळ + १७ मजले	५२.६५	रहिवास	४९८६८.१६
३	CLUSTER २.०४	तळ + १७ मजले	५२.६५	रहिवास	८१८७१.७३
४	CLUSTER २.०५	तळ + १७ मजले	५२.६५	रहिवास	७३०६६.९३
५	CLUSTER २.०६	तळ + १७ मजले	५२.६५	रहिवास	६०२२२.९९
६	PARKING BLDG -५	तळ + ११ मजले	२९.९५	सुविधा	९२३.००
७	CLUSTER २.०७ (A)	तळ + २१ मजले	६४.२५	रहिवास	२८१३६.१९
८	CLUSTER २.०७ (B)	तळ + २१ मजले	६४.२५	रहिवास	२८१३६.१९
९	CLUSTER ४.०१(A)	तळ + २१ मजले	६४.२५	रहिवास	१९७०१.९०
१०	CLUSTER ४.०१(B)	तळ + २१ मजले	६४.२५	रहिवास	१८७५७.४६
११	CLUSTER ४.०२	तळ + १२ मजले	३९.००	रहिवास	१४४८४.४०
१२	CLUSTER ४.०३(A)	तळ + १२ मजले	३८.१५	रहिवास	११८२७.१०
१३	CLUSTER ४.०३(B)	तळ + १२ मजले	३८.१५	रहिवास	११८७९.१०
१४	CLUSTER ४.०४	तळ + १२ मजले	३८.१५	रहिवास	२०९२२.९१
१५	CLUSTER ४.०५	तळ + १२ मजले	३८.१५	रहिवास	२०९२२.९१
१६	CLUSTER ४.०६(A)	तळ + १२ मजले	३९.००	रहिवास	६११४.५१
१७	CLUSTER ४.०६(B)	तळ + १२ मजले	३८.१५	रहिवास	२०९२२.८१
१७	CLUSTER ४.०७	तळ + १२ मजले	३८.१५	रहिवास	२०९६६.८१
१८	CLUSTER ४.०८	तळ + १२ मजले	३९.००	रहिवास	२२६६८.५६
१९	CLUSTER ४.०९	तळ + १२ मजले	३८.१५	रहिवास	२०९२२.९१
२०	POLICE STATION	तळ + १ मजला	८.१०	सुविधा	७२६.४२
२१	PUBLIC ASSEMBLY BLDG.	तळ + १ मजला	९.००	सुविधा	१४००.६२
२२	LIBRARY	तळ + ४ मजले	२०.६०	सुविधा	४८२४.००
२३	TOWN HALL	तळ + २ मजले	११.४५	सुविधा	७३८८.२२
२४	FIRE STATION	तळ + २ मजले	९.९५	सुविधा	३२०.७०
२५	FIREMEN	तळ + २ मजले	९.१५	सुविधा	१०३३.१७

४	CM-१A (D)	तळ + ३ पोडीयम - १० मजले	५१.३५ मी.	वाणिज्य	२४९५५.४४
५	CM-१A (E)	तळ + ३ पोडीयम - १० मजले	५१.३५ मी.	वाणिज्य	२४९५५.४४
६	CM-१A (F)	तळ + ३ पोडीयम + १० मजले	५१.३५ मी.	वाणिज्य	२४९५५.४४
७	CM-१A (G)	तळ + ३ पोडीयम + १० मजले	५१.३५ मी.	वाणिज्य	२४९५५.४४
८	CM-१A (H)	तळ + ३ पोडीयम + १० मजले	५१.३५ मी.	वाणिज्य	२४९५५.४४
९	CM-१A (I)	तळ + ३ पोडीयम + १० मजले	५१.३५ मी.	वाणिज्य	२४९५५.४४
१०	Receiving Station (UT-1)	तळ + १ मजला	९.५० मी.	सुविधा	४६७.१०
११	शाळा-१ (SC-1)	तळ + ६ मजले	२६.८५ मी.	शैक्षणिक	९८७७.६८
१२	शाळा-२ (SC-1)	तळ + ६ मजले	२६.३५ मी.	शैक्षणिक	९५८५.०१
१३	Community Hall (AM-1)	तळ + २ मजले	२१.२० मी.	सुविधा	३८८७.४५
१४	Multi Sports Club House (PG-1)	तळ मजला	१२.४७ मी.	सुविधा	१५४७.४४
१५	Club House (PG-२)	तळ मजला	५.५२ मी.	सुविधा	२१८०.४६
१६	२.०१ (Residential)	तळ + २१ मजले	६९.७५ मी.	रहिवास	८९६१.००
१७	Market Bldg (M-1)	तळ मजला	५.५२ मी.	सुविधा	४०९.८६
एकूण					२६७४७४.३६

सोबत C पूर्वीचे कायम ठेवलेले मंजूर बांधकाम क्षेत्र

अ.क्र.	इमारत	प्रस्तावित मजले	इमारती उंचा (मी.)	भारतीचा तप	बांधकाम क्षेत्र (चौ.मी.)
१	CLUSTER १.०५	तळ + १७ मजले	५२.६५ मी.	रिहास	५३८२३.९५
२	CLUSTER १.०६	तळ + १७ मजले	५२.६५ मी.	रिहास	२९२८६.०७
३	CLUSTER १.०७	तळ + १७ मजले	५२.६५ मी.	रिहास	४८६५१.८०
४	CLUSTER १.०८	तळ + १७ मजले	५२.६५ मी.	रिहास	२९७०७.१२
५	CLUSTER १.०९	तळ + १७ मजले	५२.६५ मी.	रिहास	४८६४८.२६
६	CLUSTER १.११	तळ + १७ मजले	५२.६५ मी.	रिहास	३९९२३.०९
७	CLUSTER १.१२	तळ + १७ मजले	५२.६५ मी.	रिहास	५४०५६.९६
८	CLUSTER १.१२	तळ + १७ मजले	५२.६५ मी.	रिहास	४७१२१.४१
९	CLUSTER १.१४	तळ + १७ मजले	५२.६५ मी.	रिहास	१४०४६.७४
१०	CLUSTER १.१६	तळ + १७ मजले	५२.६५ मी.	रिहास	२४०९२.३२
११	CLUSTER १.१७ (A & B)	तळ + १७ मजले	५२.६५ मी.	रिहास	२७०६०.४२
१३	CLUSTER १.१८ (A & B)	तळ + १७ मजले	५२.६५ मी.	रिहास	२७८९४.७८
१५	MEDITATION CENTER (P.G. B) (चटई क्षेत्र मुक्त)		९.०० मी.	सुविधा	०.००
१६	CLUSTER १.१९	तळ + २१ मजले	६९.७५ मी.	रिहास	२८७०२.३१

SBI SSL

Home Loan Center - Belapur 14677

TIE UP - YES / NO

RERA ID -

PROJECT/OPAS ID -

PAL/Take Over/New/Resale/Topup/LAP

RAAS ID :	CREDIT INSURANCE
RLMS ID :	
Saving A/C No. :	
CIF NO 1	PRTECTED
2	
3	
	UNPROTECTED

Applicant Name <u>Tushar Anil Patil</u>	
Co-Applicant Name	
Co-Applicant / Guarantor Name	
Contact No.	Mobile
Loan Amount <u>15,00,000</u>	Tenure <u>120</u> (Months)
Interest Rate	EMI
SBI LIFE YES / NO Rs.	Moratorium - YES / NO (Months)
Loan Type : Term Loan / Maxgain <u>TOP-UP</u>	

Property Location <u>Dombiwali</u>
Property Cost <u>45,00,000</u>
Name of Developer / Vendor

Branch <u>CBD Belapur</u>	(Code No.) <u>13551</u>
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SSL Executive - Name & Mobile No. : <u>Anil Madane</u>	Email ID : <u>9284588678</u>
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Team Leader Name, Mobile No. : <u>Surendra Kamble</u>	Email ID :
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AMT I / II / III

Name	Sent On	Recd. Date	Agency Name	By Date
SEARCH - 1			RESIDENCE VERIFICATION	
SEARCH - 2			OFFICE VERIFICATION	
VALUATION - 1			SITE INSPECTION	
VALUATION - 2			ITR VERIFICATION	
			SELLER R/O VERIFICATION	

Co-ordination	Dt.	A/C NO
Processing	Dt.	DOC EXECUTION REG. NO.
Sanction	Dt.	NOI DONE BY
Control	Dt.	EM DONE
Documentation	Dt.	NACH / SI
A/c Opening	Dt.	COLLATERAL NO.
Disbursement	Dt.	

CERSAI NO. : ASSET ID	
SI ID	
FILE NO	COMPACTOR NO.