

507/9519

पावती

Original/Duplicate

Tuesday, July 09, 2019

नोंदणी क्र.: 39M

11:45 AM

Regn.: 39M

पावती क्र.: 10022 दिनांक: 09/07/2019

गावाचे नाव: खोणी
दस्तऐवजाचा अनुक्रमांक: कलन5-9519-2019
दस्तऐवजाचा प्रकार : करारनामा
सादर करणाऱ्याचे नाव: मुकेश शाहू पोक -

नोंदणी फी रु. 30000.00
दस्त हाताळणी फी रु. 2740.00
पृष्ठांची संख्या: 137

एकूण: रु. 32740.00

आपणास मूळ दस्त , थंबनेल प्रिंट, सूची-२ अंदाजे
12:05 PM ह्या वेळेस मिळेल.

बाजार मुल्य: रु.2087949.615 /-
मोबदला रु.5807000/-
भरलेले मुद्रांक शुल्क : रु. 203500/-

Julia
Joint Sub Registrar Kalyan
सह. दुय्यम निबंधक वर्ग-२
कल्याण क्र.५

- 1) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु.30000/-
डीडी/घनादेश/पे ऑर्डर क्रमांक: MH003797452201920R दिनांक: 09/07/2019
बँकेचे नाव व पत्ता: IDBI
- 2) देयकाचा प्रकार: By Cash रक्कम: रु 2740/-

M

5807000 x 80% = 4645600



09/07/2019

सूची क्र.2

दुय्यम निबंधक : सह.दु.नि. कल्याण 5

दस्ता क्रमांक : 9519/2019

नोंदणी :

Regn 63m

गावाचे नाव : खोणी

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	5807000
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	2087949.615
(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: ठाणे इतर वर्णन :सदनिका नं: 803, माळा नं: 8वा मजला, इमारतीचे नाव: लेकसाइड एन-बींग, ब्लॉक नं: पलावा 2 डोंबिवली पूर्व ठाणे, रोड : तळोजा बायपास रोड, इतर माहिती: विभाग नं.7 सोबत एक कार पाकींग दिनांक 15/01/2008 च्या अधिसूचनेनुसार विशेष बसाहूत प्रकल्पांतर्गत प्रथम विक्रीकरारनाम्यास मु.शु. मध्ये 50% सबलत(टीपीएस 1213/116/सीआर-289/13/युडी-12)(Survey Number : 150/10B PT, 150/6 PT, 70 PT, 150/10 PT, 69/1 PT, 69/2 PT व दस्तात नमुद केल्याप्रमाणे ;)
(5) क्षेत्रफळ	1) 59.09 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. सु. सुरेन्द्र नायर तर्फे कु. सु. पंढरी केसरकर वय:-47; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 412, 4वा मजला 17वी 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:-मुकेश शाहू पोल - वय:-34; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: डी/4/2, न्यू अशोक नगर बाशी नाका, आर.सी.मार्ग चेंबूर मुंबई इंडिया, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुंबई. पिन कोड:-400074 पॅन नं:-BEKPP3820A 2): नाव:-संगीता सुकेश पोल - वय:-24; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: डी/4/2, न्यू अशोक नगर बाशी नाका, आर.सी.मार्ग चेंबूर मुंबई इंडिया, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुंबई. पिन कोड:-400074 पॅन नं:-BPNPGE882F
(9) दस्तऐवज करून दिल्याचा दिनांक	09/07/2019
(10) दस्त नोंदणी केल्याचा दिनांक	09/07/2019
(11) अनुक्रमांक, खंड व पृष्ठ	9519/2019
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	203500
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेरा	

सह. दुय्यम 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.



मूल्यांकन पत्रक (ग्रामीण क्षेत्र - बांधीव)					
Valuation ID	20190709775				09 July 2019, 11:29:27 AM
मूल्यांकनाचे वर्ष	2019				
जिल्हा	ठाणे				
तालुक्याचे नांव	कल्याण				
गांवाचे नांव	खोणी				
क्षेत्राचे नांव	Rural	सर्व्हे नंबर / न भू क्रमांक			
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.					
खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	मोजमापनाचे एकक चौ मीटर
1140					
बांधीव क्षेत्राची माहिती					
मिळकतीचे क्षेत्र -	64 999चौ मीटर	मिळकतीचा वापर -	निवासी सदनिका	मिळकतीचा प्रकार -	बांधीव
बांधकामाचे वर्गीकरण -	1-आर सी सी	मिळकतीचे वय -	0 TO 2वर्षे	मूल्यदर/बांधकामाचा दर -	Rs 1140/-
उद्भववाहन सुविधा -	आहे	मजला -	5th to 10th Floor		
Sale Type - First Sale					
Sale/Resale of built up Property constructed after circular dt 02/01/2018					
घसा.यानुसार मिळकतीचा प्रति चौ मीटर मूल्यदर = (वार्षिक मूल्यदर * घसा.यानुसार टक्केवारी) * मजला निहाय घट/वाढ					
= (30500 * (100 / 100)) * 1.05					
= Rs 32025/-					
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र				
	= 32025 * 64 999				
	= Rs 2081592.975/-				
B) खुल्या जमिनीवरील वाहन तळाचे क्षेत्र	13 94चौ मीटर				
खुल्या जमिनीवरील वाहन तळाचे मूल्य	= 13 94 * (1140 * 40 / 100)				
	= Rs.6356 64/-				
एकत्रित अंतिम मूल्य	= मुख्य मिळकतीचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + तळघराचे मूल्य + मेशॅनार्दन मजला क्षेत्र मूल्य + बंदिस्त बात्कनी				
	= A + B + C + D + E + F + G + H + I				
	= 2081592 975 + 6356 64 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0				
	=Rs 2087949 615/-				

Home Print

क.ल.न. - ५	
दस्त क्र. ५५९६	२०१९
१	१३५



Data of Bank Receipt for GRN MH003797452201920R

Bank - IDBI BANK

Bank/Branch :
 Pmt Txn id : 222537577 Simple Receipt
 Pmt DtTime : 09/07/2019 10:56:13 Print DtTime :
 ChallanIdNo : 69103332019070950121 GRAS GRN : MH003797452201920R
 District : 1201 / THANE GRN Date : 09/07/2019 11:08:27
 Office Name : IGR542 / KLN5_KALYAN 5 JOINT SUB REGISTRAR

StDuty Schm : 0030046401-75/ Stamp Duty(Bank Portal)
 StDuty Amt : Rs 2,03,500.00/- (Rs Two Lakh Three Thousand Five Hundred Rupees Only)

RgnFee Schm : 0030063301-70 / Registration Fee
 RgnFee Amt : Rs 30,000.00/- (Rs Thirty Thousand Rupees Only)

Article : B25
 Prop Mvblty : Immovable Consideration : 58,07,000.00/-
 Prop Descr : Flat 803 Wing NCasa LakesideLSG Palava 2Taloja Bypass Rd , Dombivli EThane
 : Maharashtra
 : 421204
 Duty Payer : PAN-AAECE5655J Palava Dwellers Pvt Ltd
 Other Party : PAN-BEKPP3820A Mukesh Shahu Pol

Bank Scroll No : --
 Bank Scroll Date : --
 RBI Credit Date : --
 Mobile Number : 919970838866
₹233500.00

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(IS)-507-9519	0001994929201920	09/07/2019-11:45:06	IGR542	30000.00
2	(IS)-507-9519	0001994929201920	09/07/2019-11:45:06	IGR542	203500.00
Total Defacement Amount					2,33,500.00

Only for verification not to be printed and used

क.ल.न.-५	
दस्तावेज क्र. २०१९	२०१९
२	१३५



CHALLAN				क.ल.न.-५	
MTR Form Number - 6				Date: 06-07-2019	
GRN NUMBER	MH003797452201920R	BARCODE	Form ID:	2099	२०९९
Department	IGR	Payee Details		३	
Receipt Type	RE	Dept. ID (If Any)	९३५		
Office Name	IGR542-KLN5_KALYAN 5 JOINT SUB REGISTRAR	Location	PAN No. (If Applicable)	PAN-AAECE5655J	
Year	Period: From : 06/07/2019 To : 31/03/2099	Full Name	Palava Dwellers Pvt Ltd		
Object	Amount in Rs.	Flat/Block No.	Flat 803 Wing N Casa		
0030046401-75	203500.00	Premises/ Bldg	Lakeside		
0030063301-70	30000.00	Road/Street, Area /Locality	LSG Palava 2 Dombivli E		
	0.00	Town/ City	Thane		
	0.00	District			
	0.00	PIN	4 2 1 2 0 4		
	0.00	Remarks (If Any) :			
	0.00				
	0.00				
	0.00				
	0.00				
	0.00				
	0.00				
Total	233500.00	Amount in words	Rupees		
Payment Details: IDBI NetBanking		FOR USE IN RECEIVING BANK			
Payment ID : 222537577		Bank CIN No : 69103332019070950121			
Cheque- DD Details:		Date	06-07-2019		
Cheque- DD No.		Bank-Branch			
Name of Bank	IDBI BANK	Scroll No.			
Name of Branch					

Print

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Banshi



क.ल.न.-५	
दस्त क्र. २५१९	२०१९
४	१३५

AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made at Mumbai this 09th day of July, 2019

BETWEEN:

PALAVA DWELLERS PRIVATE LIMITED, 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

Mukesh Shahu Pol and Sangeta Mukesh Pol residing / having its address at D/4, New Ashok Nagar Vashi Naka, R.C. Marg Chembur Mumbai-400074 India and assessee PAN BEKPP3820A, BPNPG8882F, 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 "**Party**" and collectively referred to as the "**Parties**".







क.ल.न.-५	
दस्तावेज क्र. २०१९	२०१९
६	९३७

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.

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 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, 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 hereafter and in each case as amended or modified.
- 1.3. "Approvals" shall mean and include all licenses, permits, approvals, sanctions, obtained/to be obtained from or granted/ to be granted by the competent Authorities 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 any 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.



Handwritten signatures and initials. On the left, the letter 'M'. On the right, a signature that appears to be 'Rajendra'.

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.

क.ल.न. ५

Building shall mean the single/multi-storied buildings to be/ being constructed as part of the Project.

दस्त क्र. ५५९

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).

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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. "Car Parking Spaces" shall mean a location where a 4 wheel passenger vehicle can be parked. Car Parking Spaces includes open / stilt / covered parking spaces and maybe located in the basement, car park (including multi-level car park), podium etc.). Shortest walking distance between the Building entrance lobby and entry to location where car is parked shall not exceed 750 meters.

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.

"Date of Offer of Possession" or "DOP" shall mean the date on which the Company, by its written notification, makes the Unit available to the Purchaser along with the OC in respect of the Unit and the OC maybe for part or whole of the Building). The estimated DOP is set out at Annexure 6 (Unit and Project Details).



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क.ल.न. - ५

दस्त क्र. २०९९

with any interest and

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- 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 "EBVT Area" shall mean the floor area of the balcony (enclosed or open) and/or veranda and/or terrace and/or deck and/or elevation treatment and/or any other areas meant for the exclusive use of the Purchaser, other than the carpet area. EBVT 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, design and construction variances. In case of any dispute on the measurement of EBVT 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 EBVT Area."
- 1.22. "FCAM Charges", if applicable, shall mean the Federation common area maintenance charges payable by the Purchaser *inter alia* for the maintenance of the Larger Property (excluding the Building), but shall not include BCAM Charges. FCAM Charges shall be applicable where the Project consists of more than one Ultimate Organisation and will 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 14.4 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 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 Total 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 Company to be utilized towards the management of the affairs of the Building and/or 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.

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 Large Property which may comprise of various other buildings and/or projects.

1.39. "Refund Amount" shall mean

1.39.1. 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.

1.40. "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).

1.41. "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.

1.42. "Service Providers" shall have the meaning ascribed to it in Clause 15.15 below.

1.43. "Shortfall Amount" shall have the meaning ascribed to it in Clause 16.3 below.

1.44. "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.

1.45. "Taxes" shall mean and include Direct Tax and Indirect Tax.

1.46. "Transfer" shall mean the sale, transfer, assignment, directly or indirectly, to any third party of:

a. the Unit or any part of the right, title or interest therein; and, or,

b. the benefit of this Agreement; and, or,

c. in case the Purchaser is a company, directly or indirectly, the change in (i) control and management; and, or, (ii) shareholding constituting more than 25 per cent of the voting rights and, or, economic interest;



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d. 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: (i) a Relative (as defined under the Companies Act, 2013); or (ii) a holding/subsidiary company (subject to Sub-Clause (c)(ii) above) shall not constitute a Transfer of the Unit.

- 1.47. "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 all Indirect Taxes thereto.
- 1.48. "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.
- 1.49. "Unit" shall mean the unit in the Building with the Carpet Area and EBVT Area as specified at Annexure 6 (Unit and Project Details) and floorplan thereto (with unit shaded) annexed hereto as Annexure 5 (Floor Plan).

2. RULES FOR INTERPRETATION

- 2.1. All references in this Agreement to statutory provisions shall be construed as meaning and including references to:
- Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
 - All statutory instruments or orders made pursuant to a statutory provision; and
 - 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 and 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 other.
- 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



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been waived. The Purchaser hereby further warrants and confirms that the Purchaser shall, upon formation of the Ultimate Organisation and/or extension of conveyance, as contemplated herein, cause such Ultimate Organisation to confirm and ratify and shall not permit the Ultimate Organisation to alter or change the allocation of Car 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 Car 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 Car 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 Car Parking Spaces being allotted / allocated to the Purchaser.

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/co-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 Net Area per month or part thereof from the expiry of the aforementioned (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 TAM 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 may 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



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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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SECURITIZATION OF THE TOTAL CONSIDERATION

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6.1. The Purchaser hereby grants his irrevocable consent to the Company to securitize the Total Consideration and/or part thereof and the amounts receivable by the Company hereunder and to assign to the banks / financial Institutions the right to directly receive from the Purchaser the Total Consideration and / or part thereof and / or the amounts payable herein. It is further agreed that any such securitization shall not lead to an increase in the Total Consideration paid by the Purchaser for the Unit and any payment made by the Purchaser to the Company and/or any bank or financial institution nominated by the Company in writing, shall be treated as being towards the fulfilment of the obligations of the Purchaser under this Agreement to the extent of such payment.

7. LOANS AGAINST THE UNIT

- 7.1. The Parties agree that notwithstanding any loan or financial assistance availed or to be availed by the Purchaser in connection with the payments to be made pursuant to this Agreement (**Loan**) and any mortgage created or to be created over the Unit in connection with such Loan (which requires the prior written consent of the Company), the Purchaser shall remain solely and wholly responsible for the timely payment of the Total Consideration or the part thereof and/or any other the amounts payable hereunder.
- 7.2. The Parties further agree that the Company shall not in any way be liable or responsible for the repayment of the Loan taken by the Purchaser. All costs in connection with the procurement of the Loan and creation of a mortgage over Unit and payment of charges to banks or financial institutions in this connection shall be solely and exclusively borne and incurred by the Purchaser. Notwithstanding the provisions hereof, it is clarified that until all the amounts payable hereunder have not been paid, the Company shall have a lien on the Unit to which the Purchaser has no objection and hereby waives his right to raise any objection in that regard.
- 7.3. The Purchaser hereby expressly agrees that so long as the Loan and the Total Consideration remain unpaid/outstanding, the Purchaser subject to the terms hereof, shall not sell, Transfer, let out and/or deal with the Unit in any manner whatsoever without obtaining prior written permission of the Company and/or the relevant banks/financial institutions which have advanced the Loan. The Company shall not be liable for any of the acts of omission or commission of the Purchaser which are contrary to the terms and conditions governing the Loan. It shall be the responsibility of the Purchaser to inform the Ultimate Organisation about the lien/charge of such banks/financial institutions and the Company shall not be liable or responsible for the same in any manner whatsoever.
- 7.4. The Purchaser indemnifies and hereby agrees to keep indemnified the Company and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Company and its successors and assigns may suffer or incur by reason of any action that any bank/financial institution may initiate on account of the Loan or for the recovery of the Loan or any part thereof or on account of any breach by the Purchaser of the terms and conditions governing the Loan.

8. CAR PARKING

At the request of the Purchaser, the Company hereby permits the Purchaser to use the number of Car Parking Spaces as set out in **Annexure 6 (Unit and Project Details)** hereto the Project/Larger Property. The Purchaser is aware that the Company has in the manner allocated/ shall be allocating other car parking spaces to other purchasers of the Building and in the Project and undertakes not to raise any objection in that regard and the rights of the Purchaser to raise any such objection shall be deemed to have



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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 or attributable to the Purchaser) shall be rectified by the Company at its own costs. In the case 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 estimated cost of rectifying such defects as determined by the Project 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.

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 (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 right, title and 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...



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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.

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14.5. The Purchaser hereby agrees and undertakes that the Purchaser along with other unit holders of 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 Conveyance of any kind of document whereby ownership rights of the Building/ Larger Property are transferred to the Ultimate Organisation/Federation.

14.6. It is further clarified that save and except the rights agreed to be conferred upon the Purchaser and/or the Ultimate Organisation and/or the Federation, no other rights are contemplated or intended or agreed to be conferred upon the Purchaser or the Ultimate Organisation or the Federation, in respect of the Unit/ Building/ Larger Property and in this regard the Purchaser for himself and the Ultimate Organisation/Federation, waives all his rights and claims and undertakes not to claim and cause the Ultimate Organisation/Federation not to claim any such right in respect of the Building/ Larger Property.

14.7. The Company hereby agrees that it shall, before execution of Building Conveyance/ Federation Conveyance as contemplated herein, make full and true disclosure of the nature of its title to the Larger Property as well as encumbrances and/or claims, if any in/over the Larger Property. The Company shall, as far as practicable, ensure that at the time of such conveyance in favour of the Ultimate Organisation/Federation, the Larger Property is free from encumbrances.

15. FACILITY MANAGEMENT COMPANY, CAM CHARGES, MAINTENANCE RELATED AMOUNTS AND CLUB

15.1. The Purchaser is aware and agrees that the Building and maintenance and upkeep of the Common Areas and Amenities of the Building/ Project shall be managed by a facility management company (FMC). The FMC will be appointed by the Company for a period of upto 60 (sixty) months commencing from the date on which the last unit in the Building is offered for possession in consideration of reimbursement of all direct costs (including all manpower and overhead costs) incurred along with a margin of 20 per cent margin on such costs and all applicable Taxes. The Purchaser along with the other purchasers in the Building shall undertake and cause the Ultimate Organisation to ratify the appointment of the FMC as aforesaid. On the expiry of the 60 (sixty) month period, the Ultimate Organisation / Federation may appoint the FMC for a further term or choose to appoint any other facility management company.

15.2. The FMC shall be entitled to end its services by giving an advance written notice of 6 (six) months to the Ultimate Organisation in the event:

- a. the period of FMC's appointment has not been renewed at least 6 (six) months before expiry thereof; or
- b. the BCAM Charges and FCAM charges as applicable, have not been paid by 100 per cent of the unit purchasers at the due date (with a grace period of 30 days).

Notwithstanding anything stated elsewhere in this Agreement, the Ultimate Organisation shall also be entitled to end the services of the FMC with advance written notice of 6 (six) months, if such termination has the written consent of 100 per cent of the unit purchasers of the Building.

The Purchaser agrees and undertakes to cause the Ultimate Organisation to be bound by the rules and regulations that may be framed by the FMC.



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CAM Charges and Maintenance Related Amounts

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- 15.5. The costs related to the upkeep and maintenance of the Building / Project / Larger Property shall be to the account of and jointly borne by the relevant unit purchaser in proportionate to the Net Area of each unit and are payable as the BCAM Charges and FCAM Charges (collectively, the **CAM Charges**) as set out at **Annexure 6 (Unit and Project Details)**. The CAM charges shall not include: (i) the cost associated with diesel (or any other fuel) consumption, water consumption and electricity/HVAC consumption within the Unit which shall be payable by the Purchaser on monthly basis based on actuals and (ii) Property Taxes.
- 15.6. The Purchaser shall be obliged to pay the same in advance on/before the 1st day of each quarter. The FMC shall provide reconciliation of the expenses towards CAM charges on/before 30th June after the end of the relevant financial year and the Parties hereto covenant that any credit/debit thereto shall be settled on/before 30th August.
- 15.7. For the purposes of avoidance of doubt, it is clarified that the CAM Charges shall commence from the CAM Commencement Date, regardless of whether the Purchaser takes such possession or not.
- 15.8. The Purchaser is aware that the CAM charges stated hereinabove are provisional and based on estimates at the time of sales launch of the development. The said amount is subject to inflation increases as per market factors (currently estimated @ 7.5 to 10 per cent per annum). Further, these charges are subject to the revision every 12 months after the Date of Offer of Possession by 7.5 to 10 per cent per annum. In case the increase is to be higher than this amount, the same will have to be mutually agreed between the Purchaser and the FMC.
- 15.9. The Purchaser undertakes to make payment of the estimated BCAM charges and FCAM charges for the period stated in in **Annexure 6 (Unit and Project Details)** from the CAM Commencement Date on or before the Date of Offer of Possession.
- 15.10. Where units in the Building remain unsold after the expiry of 6 months from the date of the OC, the CAM Charges payable in respect of such units after the expiry of the aforementioned 6 months period shall be borne and paid by the Company.
- 15.11. All Maintenance Related Amounts stated in **Annexure 6 (Unit and Project Details)** are compulsorily payable by the Purchaser in the future upon demand being raised by the Company/Ultimate Organisation, regardless of whether the Purchaser uses some of the facilities or not. Any delay or default in payment of the amounts under this Clause shall constitute a breach of the terms of this Agreement and shall lead to suspension of access to the Club and all other facilities provided by the Company/Ultimate Organisation till such time all due amounts are paid together with interest for the payment.
- 15.12. The Company shall provide expense details only in connection of Maintenance Related Amounts (excluding Building Protection Deposit) at the time of handover of the affairs of the Building to the Ultimate Organisation and shall not provide expense details for any other head.



Club and Other Key Common Areas

- 15.13. The number of members of the Purchaser who are permitted to use the Club and/ or other common areas of recreational / food & beverage / commercial use is set out at **Annexure 6 (Unit and Project Details)**. For any additional memberships, the same shall be permitted only if they are full-time members of the Unit and on payment of fees as may be decided by the FMC from time to time. Similarly, the guests of the Purchaser may be permitted to use the Club subject to the rules and regulations of the FMC and payment of guest charges, if any as determined by the FMC. The terms and conditions with respect to the operation of the Club and membership of the Club will be subject to the terms and conditions/rules as

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IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals on the day and year first hereinabove written.

SIGNED AND DELIVERED

By the Company within named

PALAVA DWELLERS PRIVATE LIMITED

through the hands of Constituted Attorney

Mr. Surendran Nair

authorised vide Power of Attorney

dated _____

In the presence of:

1. कारिबाय गजरे
2. Jayram D. Mahulkar

[Handwritten signature]



SIGNED AND DELIVERED

By the within named Purchaser

Mukesh Shahu Pol

Sangeta Mukesh Pol

In the presence of:

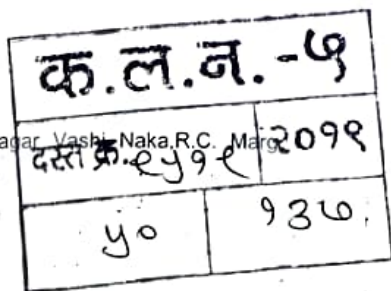
1. कारिबाय गजरे
2. Jayram D. Mahulkar

[Handwritten signatures]



Annexure 6

(Unit and Project Details)



- (I) **CUSTOMER ID** : 0001293532
- (II) **Correspondence Address of Purchaser:** D/4/2, New Ashok Nagar, Vashi, Naka, R.C. Marg, 2099
Chembur Mumbai-400074 India
- (III) **Email ID of Purchaser:** mukeshshahupol@gmail.com
- (IV) **Unit Details:**
- (i) Development/Project : PALAVA LAKESIDE I to O
- (ii) Building Name : Lakeside
- (iii) Wing : Wing N
- (iv) Unit No. : N-803
- (v) Area :

	Sq. Ft.	Sq. Mtrs.
Carpet Area	586	54.44
EBVT Area	50	4.65
Net Area (Carpet Area +EBVT Area)	636	59.09

- (vi) Car Parking Space allotted: 1 nos.

- (V) **Consideration Value (CV):** Rs. 5,807,000.00/- (Rupees Fifty Eight Lakhs Seven Thousand only)

- (VI) **Payment Schedule for the Consideration Value (CV):**

Sr. no.	On Initiation of below milestones	Amount (In Rs.)	Due Date
01	Booking Amount-1	126,000.00	23-07-2019
02	Booking Amount-2	164,350.00	23-07-2019
03	Booking Amount-3	1,451,750.00	21-08-2019
04	On date of offer of Possession	4,064,900.00	15-10-2019

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

- (VII) **Reimbursements:** Payable on/before the Date of Offer of Possession*:

1) Electricity Deposit Reimbursement: Rs.3,000.00/- (Rupees Three Thousand only) to be paid as a provisional amount of reimbursement of deposit paid to Electricity Supply Company on the Purchaser's behalf. The benefit of the said deposit shall stand transferred to the Purchaser when meter is transferred to the Purchaser's name.

2) Share Money: Rs.600.00/- (Rupees Six Hundred only)

- (VIII) **Maintenance Related Amounts:** Provisional amounts (subject to actuals) covering period of 18 months from Date of Offer of Possession. Payable on/before the Date of Offer of Possession:

1) BCAM Charges: Rs.57,240.00/- (Rupees Fifty Seven Thousand Two Hundred and Forty only) covering period of 18 months from DOP.

2) Civic Governance Charges (if applicable): Rs.152,640.00/- (Rupees One Lakh Fifty Two Thousand Six Hundred and Forty only) covering period of 60 months from DOP.

M. A. Bhandari



VALUATION REPORT OF

MR. MUKESH SHAHU POL &
MRS. SANGETA MUKESH POL

FLAT NO. 803, 8TH FLOOR, N - WING, BUILDING KNOWN AS
"CASA LAKESIDE I TO O" CHS.LTD.", PROJECT LAKESHORE GREENS,
PALAVA 2, TALOJA BYPASS ROAD, DOMBIVLI (EAST), VILLAGE - KHONI,
TALUKA KALYAN, DISTRICT THANE - 421 204.



MAHESH SHETTY CONSULTANTS & VALUERS

D-1, Aero View CHS Ltd., Church Pakhadi Lane No. 2, Near Our Lady of Health Church, Sahar Village, Sahar Road, Andheri (E), Mumbai - 400 099.
 Tel No. : 022-26829214 / 28311113 • Mobile No. : 98703 71113 / 98334 78845.
 Website : www.maheshvaluer.in / E-mail : mahesh.valuer@gmail.com

Format - C

UNION BANK OF INDIA, RAJAWADI, GHATKOPAR (EAST) BRANCH VALUATION REPORT (IN RESPECT OF FLAT / SHOP / UNIT)

I	GENERAL	
1.	Purpose for which the valuation is made	: To ascertain present FMV
2.	a) Date of Inspection	: 14.02.2024
	b) Date on which the valuation is made	: 17.02.2024
3.	List of documents produced for perusal	: Xerox Copy of Index II & Agreement for sale Dt. 09.07.2019 between M/s. Palava Dwellers Private Limited (The Company) and Mr. Mukesh Shahu Pol & Mrs. Sangeta Mukesh Pol (The Purchaser).
4.	Name of the owner (s) and his/their address (es) with Phone No. (Details of share of each owner in case of joint ownership).	: Mr. Mukesh Shahu Pol & Mrs. Sangeta Mukesh Pol Flat No. 803, 8 th Floor, N - Wing, Building Known as "Casa Lakeside I to O" CHS.LTD.", Project Lakeshore Greens, Palava 2, Talaja Bypass Road, Dombivli (East), Village - Khoni, Taluka Kalyan, District Thane - 421 204.
5.	Brief Description of the property	: The property under reference Flat No. 803, 8 th Floor, N - Wing, Building Known as "Casa Lakeside I to O" CHS.LTD.", Project Lakeshore Greens, situated at above address is about 8 km. From Dombivli Railway station. The area is developed and good Residential location having all civic and infrastructure facilities are nearby and within easy reach. The location is well connected by roads & railways to Thane areas and another destination. The Residential Building under reference is of Ground + 12 + 14 to 18 upper floors having RCC frame structure with RCC columns, slabs, beams, projection etc. having RCC 2 staircase & 2 Lifts to upper floors.



6.

: **Land Mark:** Near Khoni Phata.: **Property is bounded by:**

East	:	M - Wing
West	:	O - Wing
North	:	K - Wing
South	:	Internal Road

Latitude	:	19°10'21.7"N
Longitude	:	73°06'46.4"E

: **Accommodation:**

Accommodation provided in Flat No. 803, 8th Floor consists of Hall, Kitchen, 2 Bedrooms, 2 Toilets i.e. (2 BHK)

: **Amenities of the property:**

Vitrified tiles / Wooden flooring, Granite kitchen platform, Ceramic with full dado ceramic in Toilets Wooden flush door & Aluminum Sliding windows provided.

: **Area of Flat No. 803:**

As per Measurement Carpet Area is 579 Sq. Ft.

As per Agreement Carpet Area is 586 Sq.Ft. & EBVT Area is 50 Sq.Ft.

Agreement Carpet Area is 586 Sq.Ft. Giving 20% loading on Carpet area of flat Built up area comes to 703 sq.ft. which is considered for valuation

7. Location of the property :

a) Plot No./ Survey No. :

: Survey No. 150/10B PT, 150/6 PT, 70 PT, 150/10 PT, 69/1 PT, 69/2 PT

b) Door No./ Property No. :

: Flat No. 803, 8th Floor

c) T. S. No/ Village :

: Khoni

d) Ward/ Taluka :

: Kalyan

e) Mandal/ District :

: Thane

f) Dated of issue and Validity of approved Map / Plan :

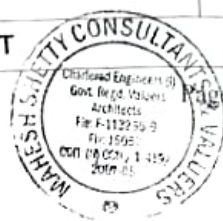
: Bldg. got Occupancy Certificate No. Sector I / OC / KV - F 1486457853172 / 17 dated 20.12.2017



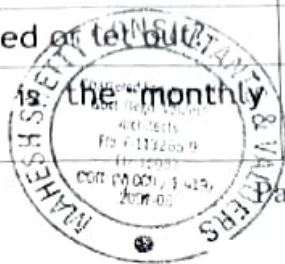
	g) Approved Map / Plan issuing Authority	Zilla Adhikari Karyalay, Thane	
	h) Whether genuineness or authenticity Approved Map / Plan is Verified	: Yes, Bldg. got Occupancy Certificate No. Sector I / OC / KV - F 1486457853172 / 1 dated 20.12.2017	
	i) Any other Comments by our empanelled Valuers on authenticity of Approved Plan	No.	
8.	Postal address of the property	: As above	
9.	City/ Town	: Thane	
	Residential Area	: Yes.	
	Commercial Area	: N.A.	
	Industrial Area	: N.A.	
10.	Classification of Area	:	
	i) High/ Middle/ Poor	: Middle Class.	
	ii) Urban/ Semi-Urban/ Rural	: Urban Area.	
11.	Coming under Corporation limit/ Village Panchayat/Municipality.	: Kalyan Dombivli Municipal Corporation	
12.	Whether covered under any State/ Central Govt. enactments (e.g. Urban Land Ceiling Act) or notified under agency area/ scheduled area / cantonment area.	: N.A.	
13.	Boundaries of the property	:	
	East	: M - Wing	
	West	: O - Wing	
	North	: K - Wing	
	South	: Internal Road	
14.	Dimensions of the site	: A As per Agreement	: B Actuals
15.	Extent of the site	: Carpet Area is 586 Sq.Ft. & EBVT Area is 50 Sq.Ft.	: Carpet Area is 579 Sq. Ft.



16.	Extent of the site considered for Valuation	:	703 sq.ft. Built up Area
17.	Whether occupied by the owner/tenant? If occupied by tenant since how long? Rent received per month.	:	Tenant Occupied - Shamim Shaikh
II APARTMENT BUILDING			
1.	Nature of the Apartment	:	Residential
2.	Location	:	
	T. S. No.	:	N.A.
	Block No.	:	N.A.
	Ward No.	:	N.A.
	Village/Municipality/Corporation	:	Kalyan Dombivli Municipal Corporation
	Door No. Street or Road (Pin Code)	:	Flat No. 803, 8 th Floor, Taloja Bypass Road, Pincode - 421 204
3.	Description of the Locality Residential/ Commercial/ Mixed.	:	Residential.
4.	Year of Construction	:	2017 (Age - 07 Years)
5.	Number of floors	:	Ground + 12 + 14 to 18 upper floors
6.	Type of structure	:	RCC framed structure.
7.	Number of Dwelling Units in the Building.	:	108 Flats (Including Refuge Flat)
8.	Quality of Construction	:	Good
9.	Appearance of the Building	:	Good
10.	Maintenance of the Building	:	Good
11.	Facilities available.	:	
	Lift	:	2 Lifts
	Protected Water Supply	:	Municipal water supply
	Underground Sewerage	:	Connected to public sewerage line.
	Car Parking-Open/ Covered	:	Open Parking etc.
	Is Compound wall existing?	:	Yes.
	Is pavement laid around the Building?	:	Paver Block pavement.
II FLAT / SHOP / UNIT			



1.	The floor in which the property is situated	:	8th Floor
2.	Door No. of the property	:	Flat No. 803
3.	Specifications of the property	:	
	Roof	:	RCC slab roofing
	Flooring	:	Vitrified tiles / Wooden flooring.
	Doors	:	Wooden Flush Door.
	Windows	:	Aluminum sliding Windows.
	Fittings	:	Concealed
	Finishing	:	Good
4.	House Tax	:	To be paid by Society through by owner.
	Assessment No.	:	
	Tax paid in the name of	:	
	Tax amount	:	
5.	Electricity Service Connection No.	:	Details not provided
	Meter Card is in the name of	:	
6.	How is the maintenance of the property?	:	Good
7.	Documents executed in the name of	:	Mr. Mukesh Shahu Pol & Mrs. Sangeta Mukesh Pol
8.	What is the undivided area of land as per Sale Deed?	:	N.A.
9.	What is the plinth area of the property?	:	Carpet Area is 586 Sq.Ft. & EBVT Area is 50 Sq.Ft. (As per Agreement)
10.	What is the Floor Space Index (Approx). —	:	As per local norms
11.	What is the Carpet area of the property?	:	Carpet Area is 586 Sq.Ft. & EBVT Area is 50 Sq.Ft. (As per Agreement)
12.	Is it Posh/ I Class/ Medium/ Ordinary?	:	Medium
13.	Is it being used for Residential or Commercial purpose?	:	Residential purpose.
14.	Is it owner occupied or tenanted?	:	Tenant Occupied - Shamim Shaikh
15.	If rented, what is the monthly rent?	:	Rs. 12,000/- per month.



IV	MARKETABILITY	
1.	How is the marketability?	: Good
2.	What are the factors favouring for an extra Potential Value?	: Good Residential area.
3.	Any negative factors are observed which affect the market value in general?	: No

V	RATE							
1.	After Analysing the comparable sale instances, what is the composite rate for a similar property with same specifications in the adjoining locality?	: Rs.8,000/- to Rs.9,000/- per sq. ft. on Built up area depending upon location and amenities						
2.	Assuming it is a new construction, what is the adopted basic composite rate of the property under valuation after comparing with the specifications and other factors with the property under comparison (given details).	: Rs.8,000/- to Rs.9,000/- per sq. ft. on Built up area depending upon location and amenities						
3.	Break-up for the Rate:							
	i) Building + Services	: Rs. 2,500/- per sq. ft.						
	ii) Land + Others	: Rs. 6,000/- per sq. ft.						
4.	Guideline rate obtained from the Registrar's Office (an evidence thereof to be enclosed).	: Rs. 38,400/- per sq.Mtrs. i.e Rs. 3,567/- per sq.ft.						
5.	Insurance Value	: <table border="1" style="width: 100%;"> <tr> <td>Built up area</td> <td>703 sq.ft.</td> </tr> <tr> <td>Cost of Construction</td> <td>Rs. 2,500/- per sq. ft.</td> </tr> <tr> <td>Value</td> <td>Rs. 17,57,500/-</td> </tr> </table>	Built up area	703 sq.ft.	Cost of Construction	Rs. 2,500/- per sq. ft.	Value	Rs. 17,57,500/-
Built up area	703 sq.ft.							
Cost of Construction	Rs. 2,500/- per sq. ft.							
Value	Rs. 17,57,500/-							

VI.	COMPOSITE RATE ADOPTED:	
a.	Depreciated Building Rate	: N.A.
	Replacement cost of property with Services [v(3)i]	: Rs. 2,500/- per sq. ft.
	Age of building	: 07 Years (2017)
	Life of the Building estimated	: 53 years. Residual age of the property. (Subject to regular maintenance and repairs)
	Depreciation percentage assuming the salvage value as 10%	: N.A.



Mahesh Shetty Consultants & Valuers LLP

	Depreciated Ratio of the Building	:	N.A.
b.	Total Composite Rate arrived for valuation.	:	Rs. 8,500/- per sq.ft.
	Depreciated Building Rate VI(a)	:	Rs. 2,500/- per sq. ft.
	Rate of Land and Other V(3)ii	:	Rs. 6,000/- per sq. ft.
	Total Composite Rate	:	Rs. 8,500/- per sq.ft.

Declaration: - We hereby declare that:

- The Information furnished in our report Dt. 17.02.2024 is true and correct to the best of my knowledge and belief and I have made an impartial and true valuation of the property.
- We have no direct or indirect interest in the property valued.
- We inspected the property through our Engineer Mr. Sameer Parab on 14.02.2024
- We have not been convicted of any offence and sentenced to a term of imprisonment
- We have not been found guilty of misconduct in our professional capacity.
- We are registered under Section 34 AB of the Wealth Tax Act, 1957 and that I am the authorized official of the firm who is competent to sign this valuation report.
- Bank is requested to obtain original sale deed/search report/sanctioned plan/property card/Tax receipt/electricity bill etc.
- Photographs of the property taken by us are attached with this report.
- This valuation is purely an opinion & has no legal or contractual obligation on our part.
- The rates are based on current market conditions and this may vary with time & status.
- This valuation report is given on the request of Bank officials.
- This report is based on some assumptions, where no data was available or was not made available. On the basis documentary proof.
- We abide by the model code of Conduct for empanelment of Valuer in the Bank (Annexure III - A Singed copy of same to be taken and kept along with the declaration.
- We have read the international valuation standards (IVS) and the report submitted to the bank for the respective asset is in conformity to the "Standards" as enshrined for the valuation in the IVS "General Standards" and "Asset Standards as Applicable.
- We have read the handbook on policy, Standards and Procedure for real estate Valuation, 0011 of the IBA and this report is in conformity to the "Standards", enshrined for valuation in the part - B of the above handbook to the best my ability.
- Abnormal fluctuations in the real estate market have not been considered in the valuation.
- This valuation report is for specific purpose, however if used otherwise for any other purpose, partially or fully it could be misleading.
- The property is identified and shown by Mr. Shamim Shaikh (Tenant).

PLACE: MUMBAI
DATED: 17.02.2024

For MAHESH SHETTY CONSULTANTS & VALUERS LLP



M. Shetty
AUTH. SIGN.
(Approved valuer of Union Bank of India)

DETAILS OF VALUATION

S. No.	Description	Built up Area (sq. ft.)	Rate (Rs. / sq. ft.)	Value
1.	Present value of the property	703	8,500/-	59,75,500
2.	One Car parking space	1 No.	3 Lac	3,00,000
3.	Wardrobes	--	--	--
4.	Showcases/ almirahs	--	--	--
5.	Kitchen arrangements	--	--	--
6.	Superfine finish	--	--	--
7.	Interior Decorations, Furniture & Fixtures	--	--	--
Value Rs.				62,75,500

(Rupees: Sixty-Two Lac, Seventy-Five Thousand & Five Hundred Only).

(Valuation: Here, the approved valuer should discuss in details his approach to variation 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). As a result of my appraisal and analysis, it is my considered opinion that the Present fair market value of the above property in the prevailing condition with aforesaid specifications is

NET RELIAZABLE VALUE:

Rs. 59,61,000/- (Rupees: Fifty-Nine Lac & Sixty-One Thousand Only)

DISTRESS SALE VALUE:

Rs. 53,34,000/- (Rupees: Fifty-Three Lac & Thirty-Four Thousand Only)

THE PURCHASE VALUE OF THE ABOVE PROPERTY AS OF (CONSIDERATION AMOUNT AGREEMENT) Rs. 58,07,000/- (Rupees: Fifty-Eight Lac & Seven Thousand Only)

PLACE: MUMBAI
DATE: 17.02.2024



M V Shetty

DIRECTOR / AUTH. SIGN.

Approved Valuer of Union Bank of India.

The undersigned have inspected the property detailed in the Valuation Report dated 17.02.2024 visited on _____. We are satisfied that the fair and reasonable market value of the property is _____

Branch Manager / Officer-in-charge of Advance Department
Date: 17.02.2024