

23/09/2020

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.ठाणे 5

दस्त क्रमांक: 8218/2020

नोदंणी : Regn:63m

गावाचे नाव: वडवली

(1)विलेखाचा प्रकार

करारनामा

(2)मोबदला

7020000

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

5113000

नमुद करावे)

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

1) पालिकेचे नाव:ठाणे म.न.पा. इतर वर्णन :सदिनका नं: 206, माळा नं: 2, इमारतीचे नाव: ऐस होम्स बिल्डींग, ब्लॉक नं: 1 कार पार्किंग सहित, रोड नं: जी.बी.रोड,वडवली,ठाणे., इतर माहिती: मौजे वडवली स.नं. 2/22,3/5 .झोन नं. 13/48-1ब/4).(( Survey Number : -;))

(5) क्षेत्रफळ

1) 59.37 चौ.मीटर

(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता. 1): नाव:-मेसर्स.आरती ईस्टेट्स तर्फे भागिदार आणि अधिकृत सही करणार मनिष देढिया तर्फे कु.मु.म्हणुन दिनेश पवार - वय:-34; पत्ता:-प्लॉट नं: ऑफिस नं 08, माळा नं: -, इमारतीचे नाव: महाजन अपार्टमेंट , ब्लॉक नं: -, रोड नं: नौपाडा,ठाणे., महाराष्ट्र, ठाणे. पिन कोड:-400602 पॅन नं:-AAIFA9184D

(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता 1): नाव:-प्रमोद चंद्रकांत पाटकर - - वय:-43; पत्ता:-प्लॉट नं: 2, माळा नं: -, इमारतीचे नाव: जीएसकेएन चाळ , ब्लॉक नं: -, रोड नं: आंबिवली,कल्याण , महाराष्ट्र, ठाणे. पिन कोड:-421102 पॅन नं:-ALMPP7653F

2): नाव:-प्रणाली प्रमोद पाटकर - - वय:-38; पत्ता:-प्लॉट नं: 2, माळा नं: -, इमारतीचे नाव: जीएसकेएन चाळ, ब्लॉक नं: -, रोड नं: आंबिवली,कल्याण,ठाणे., महाराष्ट्र, ठाणे. पिन कोड:-421102 पॅन नं:-CFPPP4775R

(9) दस्तऐवज करुन दिल्याचा दिनांक

18/09/2020

(10)दस्त नोंदणी केल्याचा दिनांक

18/09/2020

(11)अनुक्रमांक,खंड व पृष्ठ

8218/2020

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

210600

(13)बाजारभावाप्रमाणे नोंदणी शुल्क

30000

(14)शेरा

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

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



ति नक्कल केली ति वाचली ति कजवात घेतली गिणका वरून नक्कल गिणकीय अभिलेखातील नक्कल

तह दुय्यम निषंधिक ठाणे क्र. ५



मद्भू नक्कल भी २ मि प्वार वांचा अर्ज क्रमांक ८ ६ ७०. /२०२०.. अन्वर स्थांना दिली असे

इंख्यम निवंशक ठाणे क. प 23/8/2020



#### CHALLAN MTR Form Number-6



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Stamp Duty  Type of Payment Registration Fee		TAX ID / TAN (If Any)											
Type of Payment (Negistration Pee			PAN No.(	PAN No.(If Applicable)		ALMPP7653F							
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Location THANE													
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			Remarks (If Any)										
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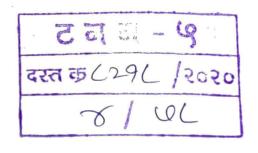
Department ID:

Mobile No.: 9167773365

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलन केवळ दुय्यम निवंधक कार्यालयात नोदंणी करावयाच्या दस्तांसाठी लागु आहे. नोदंणी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही.

Page 1/1



#### AGREEMENT FOR SALE

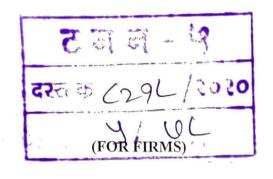
This AGREEMENT FOR SALE is made at Thane on this 18th day of September 2020.

#### BY AND BETWEEN

M/s. AARTI ESTATES, PAN- AAIFA9184D, a partnership firm registered under the Indian Partnership Act, 1932, having its registered office at 8, Mahajan apartment, Veer SavarkarMarg, Naupada, Thane (w) – 400 602, through partner and authorized signatory Mr. Manish DhirajDedhia, hereinafter referred to as "PROMOTERS" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include partnership firm, its partners and their successors in interest, legal heirs, executors administrators and assigns) OF THE ONE PART;

#### AND

Mr. HMS. Mrs. PRAMOD CHANDRAKANT PATKAR	
occin in a seemed pall (a) amoil, com	
R/o Room No. 2, GSKN Chawl, Athali Ambi	vale (west),
Kalgan, Thane - 421102.	4
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( <u>u</u>	(P) (A) (A) (A) (A)
Mr./Ms./Mrs. PRANALT PRAMOD PATKAR	5101-6
Official e –mail ID	* * *
R/o_ Same As Above	MESS
having Income tax PAN No. CFPPP 4775 R	
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P. P. Padrot	1, 4
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M/s			_ a partnersl	nip/ propri	etorship firm d	uly registe	red and
having	g its office at _		_				through
its	Authorised	Signatory	Partner/	Sole	Proprietor	Mr./	Ms./
Mrs				-	, Of	ficial e-ma	il ID of
the		Firm	_			A	Address
		having Income	tax PAN	_			

Hereinafter jointly and severally referred to as the "Purchaser(s)" (which expression unless excluded by or repugnant to the context or meaning thereof, shall mean and include his/her/their heirs, executors, administrators, successors and legal representatives) OF THE OTHER PART.

#### WHEREAS:

#### A. DESCRIPTION OF SAID PROPERTY:

The Promoters are the sole and exclusive developers of the pieces and parcels of land lying, being and situate at Village Vadavali, Taluka and District Thane within the limits of ThaneMunicipal Corporation at Ghodbunder Road, Taluka and District-Thanebearing 1) Survey no. 2, Hissa no. 22, admeasuring 1920 square meters, (First Property) and 2) Survey no. 3, Hissa no. 5, admeasuring 2020 square meters, (Second Property) andmore particularly described in Schedule hereunderand collectively hereinafter referred to as the "Said Property";

#### B. BRIEF HISTORY OF THE SAID PROPERTY:

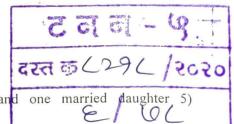
- a) The Said Property was originally owned by BalwantSitaramJoglekar and cultivated by MotiramSajanBhoir. The Said Propertyispresently owned by Mrs.ChangunabaiJanardanBhoir and others.
- b) Tahsildar and Agricultural Land Tribunal passed an order bearing no. I.S.P-I-P/142/326/101/11/1964 dated November 27, 1964 under section 32G of Mumbai Tenancy and Agricultural Lands Act, 1948, (MTAL Act) thereby determined purchase price which was to be the tenant Mr.MotiramSajanBhoir to the original landowner Balvant Staram Jogalekarin respect of Said Property.

Tabellar and Agricultural Land Tribunalfurther issued Certificate of Purchase u/s. 32M of MTAL Act after payment of entire purchase price by the tenant Mr.MotiramSajanBhoir and Machage of original land owner was removed from the other rights column of 7/12 extract of Said Property and one other property.

**d)** Mr.MotiramSajanBhoir demised on July 24, 1990leaving behind his wifeSmt. KashibaiMotiramBhoirfour sons 1) Mr.JanardanMotiramBhoir, 2) Mr. Ashok MotiramBhoir, 3)

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Mr.DigambarMotiramBhoir, 4) Mr. Suresh MotiramBhoir and one married daughter 5)
Mrs.LatabaiNavnathTure as his only legal heirs.

- e) Mr.JanardanMotiramBhoir also demised leaving behind him his legal heirs wife ChangunabaiJanardanBhoirand son 1) Mr. Sunil JanardanBhoir and three married daughters2) Mrs.SavitaJagannathMhatre, 3) Mrs.SaritaBalkrushanaPatil and 4) Mrs.Sujata Ramesh Gharat.
- f) Mr.DigambarMotiramBhoir demised on March 27, 2010 leaving behind him his legal heirs wife Mrs.SulochanaDigambarBhoir and two sons 1) Mr.SandeshDigambarBhoir and 2) Mr.PranayDigambarBhoir.
- g) KashibaiMotiramBhoir and others executed Development agreement dated August 10, 2011 in favour of Promoters and thereby assigned exclusive Development Rights in respect of their 2/3<sup>rd</sup> undivided share in the Said Property. The Said Development Agreement is duly registered with the Sub-Registrar of Assurances, Thane at Serial no. TNN-5/7589/2011. Simultaneously executed Power of Attorney in favour of Promoters on even date, which is duly authenticated with the Sub-Registrar of Assurances, Thane at serial no. 685/2011.
- h) LatabaiNavnathTure and others executed Development Agreement dated January 25, 2012 in favour of Promoters and thereby assigned exclusive Development Rights in respect of their 1/6<sup>th</sup> undivided share in the Said Property. The Said Development agreement is duly registered with the Sub-Registrar of Assurances, Thane at Serial no. TNN-5/807/2012. Simultaneously executed Power of Attorney in favour of Promoters on even date, which is duly authenticated with the Sub-Registrar of Assurances, Thane at serial no. 96/2012.
- changunabaiJanardanBhoir and others executed Agreement for Sale dated August 14, 2012 in favour of Promoters and thereby agreed to sell, and transfer and further assigned exclusive development rights with respect to their 1/6<sup>th</sup>undivided share in the Said Property. The Said Agreement for Sale is duly registered with the Sub-Registrar of Assurances, Thane at Serial no. TNN-5/7078/2012. Simultaneously executed Power of Attorney in favour of Promoters on even date, which is duly authenticated with the Sub-Registrar of Assurances, Thane at serial no. 676/2012.
- j) Ashok MotiramBhoir demised after execution of Development Agreement dated August 10, 2011 leaving behind him widow Vatsala and three sons Vishal, Amit and Booby alias Devendra as his only legal heirs.
- **k)** Suresh MotiramBhoir also demised leaving behind him widow Anusaya, son Sushil and two daughters Supriya and Suchitra as his only legal heirs.
- l) Legal heirs of Ashok Bhoir and Suresh Bhoir have confirmed the development rights of Promoters by executing Confirmation Deed (ManyataPatra) dated August 10, 2015, which is duly registered with Sub Registrar of Assurances, Thane at serial no. TNN-2/9264/2015.

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ELOPMENT RIGHTS OF THE SAID PROPERTY:

Promoters are absolutely seized and possessed of and otherwise well and sufficiently entitled to develop the Said Property. The Promoters are well and sufficiently entitled to sell and transfer on ownership basis, Shops, various flats, apartments, tenements, units, premises in the project and structures to be constructed by the Promoters at their own cost on the Said Property, for such consideration and on such other terms, conditions, covenants, stipulations and provisions as may be decided and deemed fit by the Promoters, and for this purpose to sign and execute the necessary agreements, deeds, documents and writings with the Purchaser(s)/Transferee(s) of the same. The said Agreements also inter alia provides that on completion of development of the Said Property or portions thereof from time to time, the Promoters alone shall be entitled to hand over possession of various flats, apartments, tenements, units, premises car parks constructed/provided thereon to the Purchaser(s)/Transferee(s)/Allottee(s) thereof;

#### D. PROJECT:

Pursuant to the rights and authority obtained by Promoters under relevant Agreements, Promoters are desirous of and entitled to develop the Said Propertyconsisting of Ground/stilt (part) +up toTwentyupper floors and including residential and commercial units together with provision of parking spaces and other necessary amenities and services etc. to be known as "ACE HOMES" and referred to as the "Said Building". The Said Building and all the proposed buildings (if sanctioned) on the Said Property and other adjacent properties shall be collectively referred to as the "SaidProject". The Promoters have been developing the said building as the first phase of said Project for the purpose of selling, leasing or otherwise transferring the same to the prospective Purchaser(s), Allottee(s) and other transferee(s), and also entitled to sign and execute necessary agreements, deeds, documents and writings with the Purchaser(s) /transferees of the residential/Commercial Premises in the Project.

# E.APPROVALS AND PERMISSIONS:

Permission for Transfer and Development:-Sub Divisional Officer, Thane granted E.1 permission for development of Said Property under the provisions of section 43(1) and section 25(A) (1) (e) of MTAL Act vide Order no. TD/TE-6/KUV/V.P./S.R./135/2012 dated March 11, 2013 and accordingly restrictions imposed under section 43 of the Said Act were relaxed, copy of

annexed hereto as "Annexure A".

Rockiesion from Thane Municipal Corporation (TMC):-The TMC has granted mission and Commencement Certificate, which was revised from time to time

gmanner:

"	Permission	Date & Certificate no.	
	Development Permission (D.P.)/IOD	Dated: 30/05/2013  V.P. No. SO6/0162/13/TMC/TDD/0873/13	Extent of permission  BLDG.A - GR. + ST.(PT)  + 1 <sup>ST</sup> to 10 <sup>TH</sup> FLOORS A
L			PODIUM

		टबन-प	3
	दरस	156296/	050
		BLDG A:	TR/ST.
2365	17	$(PT.)+1^{st}$ to $7^{th}$ +8 <sup>th</sup> Floors	(PT.)

6	D : 1 21/10/2021		- Company
Commencement	Dated: 31/10/2017 &		BLDG A: -GR/ST.
Certificate (C.C.)	V.P. No. S06/0162/13/TMC/TDD/2365/	17	$(PT.)+1^{st}$ to $7^{th} +8^{th}$ $(PT.)$
		1	Floors
Amended/Revised	Dated: 01/02/2018 &	1	BLDG A: -GR/ST.
C.C.	V.P. No. S06/0162/13/TMC/TDD/2499/	18	$(PT.)+1^{st}$ to $7^{th} +8^{th}$ $(PT.)$
		1	Floors
Amended/Revised	Dated: 28/11/2018 &	J	Bldg A: GR./ST. + 1 <sup>ST</sup> to
C.C.	V.P. No. SO6/0162/13/TMC/TDD/2888	/18	16 <sup>TH</sup> + 17 <sup>TH</sup> (PT.) Floors
Amended/Revised	Dated: 30.08.2019 &	1	Bldg A: GR./ST. + 1 <sup>ST</sup> to
C.C.	V.P No. SO6/0162/13/TMC/TDD/3172/		19 <sup>TH</sup> Floors

Copy of the last revised Commencement Certificate and Sanctioned Plan are attached hereto Annexure "B". TMC has approved designs, specifications, elevations, sections and details of the said new building, and while approving and sanctioning the same the said local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the Said Property and constructing the said new building. Upon due observance and performance of the terms and conditions laid down by the TMC, the Completion and Occupation Certificates in respect of the said new building shall be granted by the said local authority. The Promoters have under its said obligation, commenced construction of the said new building in accordance with the said plans, designs and specifications.

#### F. BUILDING PLANS / LAYOUT PLANS:

Promoters have specifically made it clear that Promoters shall be uploading TDR to the maximum permissible extent and may also be availing benefits of any other additionalFSIwith premium and thereby obtain permission of construction of stilt/ground anduptoTwentyUpper Floors.The Promoters have further made it clear that the Promoters may add few of the adjacent proper with the Said Property and shall also be entitled to change the layout plan and building plan their sole discretionand/or the layout plan/building plan may also thange the together directions/conditionsby the concerned local authority/ies at any stage which shall, then binding on Purchaser(s) and Purchaser(s) hereby agrees that it shall not be necessary on the pa of Promoters to seek consent of Purchaser(s) for the purpose of making any charges in building plan in order to comply with such directions, conditions and changes. The Promoters shall be entitled to relocate the RG area and the parking tower. The Promoters shall also be entitled to convert the parking tower to any other form of mechanised or open or stilt parking. The Promoters have prepared two options of proposed layout plans, copies of which are attached hereto as Annexure C.The copy of Proposedbuilding plans/ layout plan of the SaidBuilding which is attached hereto as Annexure "C" shall supersede the presently sanctioned building plans attachedas Annexure "B" hereto.

G. ARCHITECT AND STRUCTURAL CONSULTANT:

P. P. Pargar

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Promoters have entered into a standard agreement with its Architect, viz. M/s. Scapes(Mr.SubhashGupte)(hereinafter referred to as "The Architect"), who is registered with the Council of Architects, and Promoters have appointed Mr. R. C. Tipnisas structural engineer for the preparation of the structural design and drawings of the said new building;

### H. PREMISES DETAILS:

Purchaser(s) has/have applied to Promoters for allotment of Shop /Commercial Premises/
Residential Flat No. 206 admeasuring 44.96 square meters of RERA Carpet Area
on 2nd floor alongwith enclosed balcony admeasuring 7.08 square meters, and
Cupboard area admeasuring 1.93 square meters, (hereinafter referred to as the "Said
Premises") of the Said Building known as "ACE HOMES" as shown in the floor plan thereof
hereto annexed and marked as Annexure "D", for the Sale Price of Rs. 70, 20,000:

(Rupees Severty Lakks Twenty Thousand Only.

only) subject to charges as mentioned
in the payment schedule. Relying upon the aforesaid application, Promoters have agreed to allot
and sell to Purchaser(s), the Said Premises at the price and on the terms, conditions, covenants,
stipulations and provisions hereinafter appearing. The Promoters have allotted one car parking
space in stilt/mechanised car tower/ puzzle parking/ stack parking to the Purchasers as exclusive
amenity for the Said Premises.

# I. INSPECTION OF DOCUMENTS BY PURCHASER(S):

The Purchaser(s) demanded from the Promoters and the Promoters have given inspection to the Purchaser(s), of all the revenue records, sanctioned plans, development permissions and documents of title relating to the Said Property described in the First Schedule hereunder written, which entitles Promoters to allot the Said Premises constructed on the basis of plans, designs and specifications of the said project prepared by the Architect and of such other documents as are specified under the Real Estate (Regulations and Development) Act, 2016 (RERA)and Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the Rules made there under. The Purchaser(s) are satisfied with the title documents furnished by the Promoters. Purchaser(s) has apprised himself of the applicable

Takes, sponsorations and rules applicable to Said Property and understand/s all limitations and applicable to Said Property and understand/s all limitations and including the spect of it and there will be no further investigation or objection by Purchaser(s)

TITILE CERTIFICATE:

Correspond the Cortificate of Title dated 23<sup>rd</sup> April, 2018 issued by Adv. Ganesh M. Morebeing the Advocates of the Promoters, and the relevant 7/12 extract of Said Property is annexed hereto and marked Annexure "E" and "F" respectively;

# K. AUTHORITYTO SIGN:

Purchaser(s) has represented and warranted to Promoters that Purchaser(s) has the power, competence and authority to enter into and perform this Agreement and has clearly understood

P. P. Patzers

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his rights, duties, responsibilities and obligations under this Agreement. The Parties have agreed to the terms and conditions of this Agreement as set forth hereinafter.

# L. REGISTRATION OF PROJECT:

MAHARERA has granted certificate of registration bearing no. P51700016575 onMay 23, 2018.

# M. GOVERNING ACT:

The present transaction is governed under the provisions of Real Estate (Regulations and Development) Act, 2016 (RERA). The parties hereto are required to execute the present Agreement for Sale and register the same under the provisions of Registration Act, 1908.

NOW, THEREFORE, IN CONSIDERATION OF THE RECITALS AND MUTUAL COVENANTS, REPRESENTATIONS AND WARRANTIES THE PARTIES TO THIS AGREEMENT AGREE AS UNDER:

#### ARTICLE 1

# INTERPRETATION AND DEFINITIONS

- 1.1 'Agreement' shall mean this Agreement for Sale, which is executed by and between Promoters and Purchaser(s).
- 1.2 All Annexure, Schedule and documents referred in this Agreement and recital referred herein above shall form an integral part of this Agreement and in the interpretation of this Agreement shall be read and construed in its entirety.
- 1.3 'Carpet Area' shall mean the carpet area as defined under RERA which is inclusive of area covered by internal walls of the concerned premises. The area of cupboard & enclosed balconies are shown separately. The carpet area is calculated for bare shell unit excluding finishes, skirting, ledge walls, wall tiles, granite & marble frames.
- 1.4 'Date of Possession' shall mean the date of possession as communicated to Purchaser(s) in the offer letter for possession to be issued by Promoters.

1.5 'Earnest Money' shall mean 10% of Sale Price as defined herein after

1.6 'Instalments' shall mean the Sale Price to be paid as per the instalments detailed out in Present Agreement.

- 1.9 Singular shall mean and include plural and masculine gender half Antean and include female gender wherever applicable.
- 1.10 'The Said Organization' shall mean the Society/Condominium of Apartment/Company formed of the Owners/Purchaser(s)/unit holders in the Project to be constructed on the Said Property.

ARTICLE 2

SALE

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The Promoters do hereby agree to allot, sell and transfer and Purchaser(s) do hereby agree to purchase the Said Premises i.e. the Shop/Commercial Premises/Residential flat bearing No. 206, admeasuring 4.96 square meters RERA Carpet area on the 2 floor, alongwith enclosed balcony admeasuring 7.08 square meters and Cupboard area admeasuring 1.93 square meters and as shown and marked with red colour boundary on the typical floor plan being Annexure "D" hereto of the said Building to be known as "ACE HOMES". The Said Premises is more particularly described in the Second Schedule hereunder written. The Purchaser shall be entitled to 1 car parking space at stack / mechanised car park system, as exclusive amenity for the Said Premises. The Promoters shall not be entitled to demand additional proportionate Price of the common areas and facilities appurtenant to the premises. The internal fixtures, fittings and amenities to be provided by the Promoters in the said Premises are those that are set out in Annexure "E" hereto while the external amenities to be provided in the said Building is set out in Annexure "F".

# ARTICLE 3 PRICE AND PAYMENT TERMS

#### 3.1 Sale Price:

That Purchaser(s) agrees to pay Promoters for the purchase of the said Premises an amount of Rs. 70, 20,000. /(Rupees Seventy Lakhs Twenty Thousand Only.

only) (hereinafter referred to as the 'Sale Price') along with payables, as per the payment schedule. The Purchaser(s) further undertakes to pay consideration towards other payments as mentioned herein below:

### PAYMENT SCHEDULE

	Sr. no.	Stage of construction	% consideration to be paid	Amount in Rs.
	2	On Booking	10	702000
	3	15 Days from the date of Booking	10	702000
	4	On Completion of the Plinth	20	1404000
,		On Completion of casting of 2rd slab	4	280800
	THE S	Completion of casting of 4th slab	4	280800
//0	18m 810)	impletion of casting of 6th slab	4	280800
17/0	SES SES	On Completion of casting of 8th slab	3	210600
W E		One completion of casting of 8th slab One completion of casting of 10th slab One completion of casting of 12th slab On Completion of casting of 14th slab	3	210600
III BY	100	Orce ompletion of casting of 12th slab	3	210600
THE	जनमा जात	- Of High Choir of Casting of 14th clab	3	210600
	11	On Completion of casting of 16th alab	3	
X	12	ompletion of casting of tame	3	210600
	-111	of Ulickwork	3	210600
-	15	Start of internal plaster	3	210600
-		Start of external plaster		210600
45	10	Start of external painting	3	210600
	1 /	Start of flooring work	4	280800
	10	Start of door and window	4	280800
		otali of electrification work	4	280800
	20	On possession of the said Premises	4	280800
		of the said Premises	5	351000

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Price as mentioned hereinabove is inclusive of GST.. The Purchaser(s) shall be responsible for deduction of TDS for every instalment paid and payable to the Promoters as per the applicable rules and shall also be responsible for submission of TDS Certificate issued by the competent authority within a period of fifteen days from the payment of every concerned instalment. It is however clarified that such tax deduction shall always be subject to the provisions of Income Tax Act and no deduction of TDS shall be required if the consideration does not exceed the threshold limit specified by the Act and rules formed thereunder.

### 3.2 Amount received:

The Purchaser(s) has/have paid sum of Rs. 9,19,700/2 as mentioned in Annexure "I" for purchase of the Said Premises to the Promoters, the receipt whereof, Promoters do hereby acknowledge. The Purchaser(s) agree/s to pay the balance consideration of Rs. 61,00,300/2 as per the Payment Plan mentioned hereinbefore.

### 3.3 Advance Maintenance etc.:

The Purchaser, simultaneously with the execution hereof but in any event, before taking possession of the said premises, shall pay the following amounts to the Promoters.

- (i) Rs. 600/- towards share money, application and entrance fee of the Corporate Body.
- (iii)Rs. 63,720/- towards Security deposit for maintenance &GST &Taxes and other charges for 1 yearexcluding Municipal Property Taxes, N.A. Taxes, assessments and other charges.
- (iv) Rs. \_\_\_\_\_/- towards I years Advance proportionate property tax

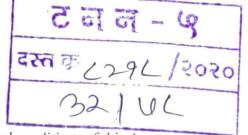
  (v) Other taxes and charges levied by Government and Logal Amborities at accommon taxes.

proportionate Title Insurance Premium to be paid at actual.

The Promoters shall utilize the amount so collected hereinabove for the purposes of meeting all deposits, costs, out of pocket costs, charges and expenses in connection with above stated activities. The Promotersshall be entitled to appropriate the amounts collected undersone nead for meeting expenses under another head. The Purchaser(s) shall not be entitled to raise grievance in respect of the same. In case of increase or decrease in the charges in future due to any reason, the same shall be accordingly paid or refunded by the parties to the agreement and the Promoters.

3.4 The amounts so collected by the Promoters under the provisions of this agreement or otherwise howsoever shall not carry any interest. The Promoters shall maintain a consolidated account of all the amounts so collected by them from all the Purchaser(s) of the /shops/ flats/commercial and other premises in the said Project and of all the amounts spent on expenses chargeable to them, and on transfer of the said Property with constructed thereon to the Said Organisation to be formed by the Purchaser(s) of premises in the building/s in the said Project, the Promoters shall render a consolidated account to Said Organisation and pay over to them the

P. P. Royan Glother.



purchaser(s) hereby agree/s that he shall abide by the terms and conditions of this Agreement and the applicable laws and should there be any contravention or non-compliance by Purchaser of any of the provisions of this Agreement, Purchaser(s) shall be liable for such act, and if any loss is occasioned to Promoters, Purchaser(s) shall indemnify Promoters for such loss.

# 10.3 Further Covenants:

Purchaser(s) hereby covenant/s with Promoters to pay from time to time and at all times, the amounts which Purchaser(s) is liable to pay as agreed herein and to observe and perform all the covenants and conditions of booking and sale. Purchaser(s) hereby covenant/s to keep Promoters and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performances of the said covenants and conditions and also against any loss or damages that Promoters may suffer as a result of non-payment, non-observance or non-performances of the said covenants and conditions by Purchaser(s).

# ARTICLE 11 INSPECTION

After handing over possession of the Said Premises by the Promoters in favour of the Purchaser(s), Promoters or its Authorised Representative shall have the right from time to time during the business hours and otherwise on any working day or on a holiday, with prior notice in writing to Purchaser(s), to enter upon the Said Premises for the purpose of inspecting the services in the Said Premises and for carrying out maintenance work in the Said Premises.

### ARTICLE 12 AGREEMENT FOR SALE

### 12.1 Stamp Duty and Registration Charges:

The stamp duty paid on the execution of this Agreement shall be borne by developer. The registration fee/ charges and other expenses paid on the execution of this Agreement shall be borne by Purchaser(s).

### 12.2 Prior Permission:

Purchaser(s) shall not assign, transfer, lease or part with possession of the Sard Premi prior written permission of the Promoters.

# ARTICLE 13 SETTLEMENT OF DISPUTES

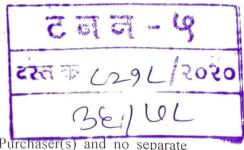
# 13.1 Mutual Discussion:

All or any disputes arising out or touching upon or in relation to the terms of the application, this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion.

# 13.2 Arbitration:

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and which shall for all purpose be considered as served to all Purchaser(s) and no separate communication shall be necessary to the other named Purchaser(s).

# THE FIRST SCHEDULE HEREINABOVE REFERRED TO:

(Said Property)

ALL THOSE pieces and parcels of land bearing 1) Survey no. 2, Hissa no. 22, admeasuring 1920 square meters and 2) Survey no. 3, Hissa no. 5, admeasuring 2020 square meters, lying, being and Situated at Village Vadavali, Taluka and District Thane within the limits of ThaneMunicipal Corporation and bounded as village plan.

# SECOND SCHEDULE ABOVE REFERRED TO:

(Said Premises)

Shop/Commercial Premises/Residential Flat bearing No. 206, admeasuring	
square meters of RERA Carpet Area on the 2nd Floor, alongwith enclo	sed balcony
admeasuring $7.08$ square meters and cupboard admeasuring $1.9$	3 square
meters, in the Building known as "ACE HOMES".	





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CONTROL OF THE PARTIES HERETO HAVE SET THEIR HANDS WRITTEN IN THEPRESENCE OF THE FOLLOWING WITNESS:

SIGNED AND DELIVERED by the Withinnamed "PROMOTERS"  M/s. AARTI ESTATES  Represented by its Partner	) ) ) )	
Manish D. Dedhia	)	\T7 \
in the presence of  1	)	- Mess
SIGNED SEALED AND DELIVERED For and on behalf of the withinnamed Purchaser(s)	)	
MR. PRAMOD CHANDRAKANT PAT	TKAR)	To A low

)

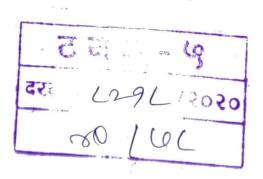
MPS. PRANALI PRAMOD PATKAR,

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Annexure - B





# THANE MUNICIPAL CORPORATION

(Regulation No.3 & 24) SANCTION OF DEVELOPMENT PERMISSION/COMMENCEMENT CERTIFICATE

VP No : S06/0162/13

Revised

No: TMC/TDD/3172/19

Date: 30/8/2019

Zone: R1

**Building Details** 

Building Name : A (1)

Building Use

:Resi\_Commercial

Floor Name

Name of PWork: A-1 (1)

: GROUND FLOOR, FIRST FLOOR, SECOND FLOOR, THIRD FLOOR, FOURTH FLOOR, FIFTH FLOOR, SIXTH FLOOR, SEVENTH FLOOR, EIGHTH FLOOR, NINTH FLOOR, TENTH FLOOR, ELEVENTH FLOOR, TWELFTH FLOOR,

THIRTEENTH FLOOR, FOURTEENTH FLOOR, FIFTEENTH FLOOR, SIXTEENTH FLOOR, SEVENTEENTH FLOOR, EIGHTEENTH FLOOR, NINETEENTH FLOOR

Building Name : A (PARKING TOWER)

**Building Use** : Utility/services

Name of PWork : A-1 (PARKING TOWER)

Floor Name

:LOWER GROUND FLOOR, UPPER GROUND FLOOR, GROUND FLOOR, FIRST

FLOOR, SECOND FLOOR, THIRD FLOOR, FOURTH FLOOR, FIFTH FLOOR

To,

### Subhash Vasant Gupte (CA/80/5667)

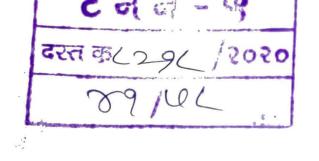
Latabai Navnath Ture, Changunabai Janardan Bhoir, Savita J. Mhatre, Sarita B. Patil, Sunita J. Bhoir, Sujata R. Gharat, Kashibai M. Bhoir, Sulochana D. Bhoir, Pranay D. Bhoir, Anusaya S. Bhoir, Sushil S. Bhoir, Supriya S. Bhoir, Suchitra S. Bhoir, Amit A. Bhoir, Vatsala A. Bhoir, Vishal A. Bhoir, Bobby (Devendra) A. Bhoir., Anusaya S. Bhoir, Amit A. Bhoir, Ashok M. Bhoir, Kashibai M. bhoir, Kashibai M. bhoir, Changunabai Janardan Bhoir, Digambar M. bhoir, Pranay D. Bhoir, Latabai N. Ture, Vatsala A. Bhoir, Vishal A. Bhoir, Sarita B. Patil, Savita J. Mhatre, Suchitra S. Bhoir, Sujata R. Gharat, Sunil J. Bhoir., Supriya S. Bhoir, JE4 Suresh M. Bhoir, Sulochana D. Bhoir, Sushil S. Bhoir, Sandesh D. Bhoir, THANE MUNCIPAL CORPORATION M/S AARTI ESTATES, M/S AARTI ESTATES, M/S AARTI **ESTATES** 

(Architect) (Owner)

of Attorne

Sir,

With reference to your application No S06/0162/13 dated 24/6/2015 permission / grant of commencement certificate under section 45 & 69 of the Maharastra Regional and Town Planning Act, 1966 to carry out development work and or to errect building No ......... in VADAVALI Village Name, Sector 6, Ward 1 situated at Road/Street...... 2/22,3/5 No/Final Plot/Hissa No./CTS/Hissa No./Gut/Hissa No./Tika No. development permission/the Commencement Certificate is granted subject to the following conditions.



1) The land vacated in consequence of the enforcement of the set back line shall form part of the

public street.

2) No new building or part thereof shall be occupied or allowed to be occupied or permitted to be

3) The Development permission/Commencement Certificate shall remain valid for a period of one

4) This permission does not entitle you to develop the land which does not vest in you.

5) This permission uses not entitle you to the provisions of sanctioned Development Plan and State of Development Control Regulations. Any other statutory permissions, as required from State and Central Govt. Departments/ undertakings shall be taken by the applicant. If any irregularity is 6) Necessary Charges shall be paid to TMC as and when become due

7) Necessary charges shall be paid to thic as and mich second for development of land shall be taken 8) Thane Municipal Corporation shall not supply water for construction

9) Applicant will remain responsible for any disputes regarding Ownership and boundary of plot &

10) Permissions/Clearances/NOCs from other Government Department, if any required, shall be 11) Structural Designs as per IS: 1983, IS: 4326 and Drawings from RCC Consultant should be

12) Solar Water heating system should be installed before applying for occupation certificates.

13) CCTV System shall be installed before applying for occupation certificates.

14) Rain water harvesting system should be installed before applying for occupation certificates.

15) Organic Waste Composting System shall be installed before applying for occupation certificate 16) Vacant Land tax shall be paid before Commencement Notice

17) All site safety arrangements to be made while construction phase.

18) It is mandatory to implement Vector Borne Diseage Action plan.

19) CFO NOC should be submitted before CC, if not submitted.

20) Information Board to be displayed at site till Occupation Certificate.

21) Registered Declaration and possession receipt regarding area to be handed over to the Corporation before Commencement Notice and Record of Rights of the same should be transferred on T.M.C name before Plinth Certificate.

22) The proposed building should be structurally designed by considering seismic forces as per B.S. Code No.1893 & 4326 & certificate of structural stability should be submitted at the stage of

23) Registered Declaration and possession receipt regarding area to be handed over to the Corporation before Commencement Notice and Record of Rights of the same should be transferred on T.M.C name before Plinth Certificate.

WARNING: PLEASE NOTE THAT THE DEVELOPMENT IN CONTRAVENTION OF THE PPROVED PLANS AMOUNTS TO COGNASIBLE OFFENCE PUNISHABLE UNDER THE MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966.

# D: To be complied before Occupation Certificate

. Relevant conditions from Amended Permission/CC Certificate No. TMC/TDD/2888/18 dated 1 28.11.2018 shall be binding upon Developer. binding upon Developer.



Thane Municipal Corporation.

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pit/Puzzle type Parking & stack parking should be installed and conserved and certificate from agency/consultant regarding this to be submitted before apply for occupation certificate.

Office No.....

Office Stamp.....

Date :- 30/8/2019



Thane Municipal Corporation.

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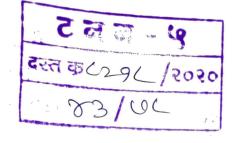
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#### THANE MUNICIPAL CORPORATION

#### APPENDIX - K (Regulation No.37) Form for Occupancy Certificate.

To,

MR.MUKESH P. DEDHIA

OCC No : OCC/0837/20

CORPORATE OFF.A-201, MANAS RESIDENCY, VEER SAVARKAR MARG, NAUPADA THANE

OCC Date: 31/7/2020

Architect : Subhash Vasant Gupte

Licence No: CA/80/5667

Sir,

OCN/0006/20

V.P. No.: S06/0162/13

Reference:

CC No.: TMC/TDD/3381/20 ( CC Date : 11/2/2020 )

22/7/2020 Full , Building Description : Building - A

The Part/Full development work/erection/re-erection or alteration in/of building/part building No. ----, Sector No. Sector 6, Survey No / H No. :- 2/22,3/5 Survey No/H No., CTS / Hissa No. :-CTS/Hissa No., Final Plot / Hissa No.: - Final Plot/Hissa No.; - Tika No.; - Tika No., Gut / Hissa No.: - Gut/Hissa No., ,Village/T.P.S.No. VADAVALI Village Name completed under the supervision. of Subhash Vasant Gupte License Surveyor / Engineer / Structural Engineer / Supervisor / Architect / License No. CA/80/5667 may be occur on the following conditions:-

#### **Additional Documents**

- Condition mentioned in final CFO NOC, Tree NOC, Water NOC & Drainage NOC will be binding.
- Rain water harvesting System, Solar Water heating System, OWD System & CCTV must be maintained by 2 Developer & then by Society.

A set of certified completion plan is returned herewith.

Office No. Office Stamp. Date: 31/7/2020 Copy to. er, Zone TMC

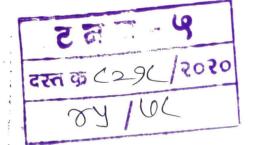


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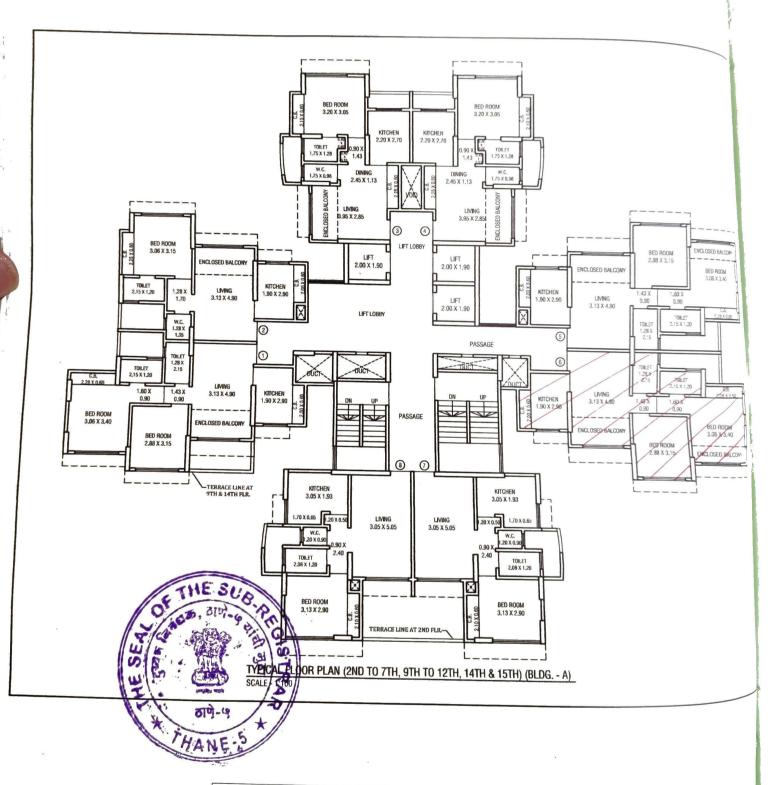
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Yours faithfully, Thane Municipal Corporation

Page 1 of 1



Annexure - D

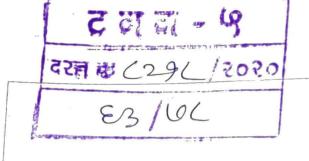


Building Name: Ace Homes

Floor: 2 hg

Flat No: 206

/





# Maharashtra Real Estate Regulatory Authority

#### REGISTRATION CERTIFICATE OF PROJECT FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number

P51700016575

Project: ACE HOME\$Plot Bearing / CTS / Survey / Final Plot No.: 2/22 3/5 at Thane (M Corp.), Thane, Thane,

- 1. Aarti Estates having its registered office / principal place of business at Tehsil: Thane, District: Thane, Pin: 400602
- 2. This registration is granted subject to the following conditions, namely:-
  - The promoter shall enter into an agreement for sale with the allottees;
  - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents Rates
  - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5; OR

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

- The Registration shall be valid for a period commencing from 23/05/2018 and ending with 31/12/2021 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under,
- That the promoter shall take all the pending approvals from the competent authorities

3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there

Signature valid Digitally Signed by Dr. Vasani, Premanand Prabhu (Secretary, MahaRERA) Date:5/23/2018 4:17:55 PM

Dated: 23/05/2018 Place: Mumbai

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



Date: November 12, 2020

To,
Mr. Pramod Chandrakant Patkar
Room No.2, GSKN Chawl,
Athali Ambivali (West),
Kalyan, Thane-421102

Subject: POSSESSION of your Flat No. 206 on 2<sup>nd</sup> Floor in

Building Ace Homes in the Project known as "Ace

Homes 1".

Dear Mr. Pramod Chandrakant Patkar,

We are pleased to handover the possession of your Flat No. **206** on **2<sup>nd</sup>** Floor in Building **Ace Homes** in the Project known as "**Ace Homes 1**". which is ready for occupation in pursuance of Occupancy Certificate bearing no. OCC/0837/20, dated 31/07/2020 granted by Thane Municipal Corporation.

You have inspected the said flat and assured yourself about the area, amenities, quality of construction and material. In our efforts to deliver you the best, we would like to further extend our support in your efforts to convert the constructed premises in dream home.

Thanking you, we remain.

Yours sincerely,

For Aarti Estates.

Partner

Mr. Mukesh P. Dedhia

I/We confirm having received vacant and peaceful possession of captioned premises

Mr. Pramod Chandakant Patkar

Mrs. Pranali Pramod Patkar