

General / Courtiee Stamps worth Rs. 500.1.2

Issued to Shri RS. K. S. TARTE
to makeup a total value of Rs. 3880.1...
of S. No. 205 Data 1814 AS.

Sub freasury Officer Kalyan

AGREEMENT FOR SALE

THIS AGREEMENT is made at Dombivli on this

2 1 day of APRILL. 1995.

BETWEEN



of S. No. 205 Date 1814195 Sub freasury Officer Kalyan

BUILDER M/s. SHYAM CONSTRUCTION.

PURCHASER MR. YADAV RAGHO MAHAJAN. Ward No.

Flat/Shop/Office/Room built-up

area 517 sq. feet

Market value Rs. 2,84,350/

Actual Value Rs. 2,58,500/

AGREEMENT FOR SALE

(Flat includes shop and garage)

this _____ day of _____APRIL__1995____.

BETWEEN

..2.

AFFINE THE SMI

kimale

M/s. SHYAM CONSTRUCTION a Partnership Firm doing business M/s. SHYAM CONSTRUCTION and having its office/place
Builders, Developers and Contractors and having its office/place Builders, Developers and Builders, Developers and Chaya, 201, Chitranjandas Road, Ramnagar, business at - Gurumayli Chaya, Dist - Thane. Dombivili (E) Tal - Kalyan, Dist - Thane.

Dombivili (E) Tai - KBP PROMOTERS' (which expression shall hereinafter called 'THE PROMOTERS') it be repugnant to the context or meaning thereof be deemed to include the said partnership, the individual partners thereof, survivors administrators of the said partners and heirs, executors, administrators and assign of the last surviving partner) of the ONE PART.

AND

Yadav Ragho Mahajan

Yadav Ragho Mahajan

years, Occupationservie, Residing at - Bhri Y. R. Mahajan.

Clo. Shri P. L. Patit, Gonga-Deep H. Co. Sai

Ind floor, Block No. 11, Ganesh Nagar

Dombiwati (West)

whenever the context requires or permits mean and

heirs, executors, administrators, sucessors and assigns) of the OTHER PART:

WHEREAS Smt. Manorama Vasantrao Nagvanshi and others (hereinafter called the original Owner's) are the owners of the property vis ALL THAT the piece or parcel of land or ground being Plot No. Old 177 New III Part II admeasuring about 800 Sq.Yards which is equivalent to 668.90 Sq.Metres, bearing S.NO.177-A H.NO. II (part) situate at Revenue Village Chole in Taluka and Sub-Registration District Kalyan. District Thane and within the limits of Kalyan Municipal Corporation and more particularly described in the SCHEDULE thereof hereunder written (hereinalter referred to as 'the said land')

AND WHEREAS by an Agreement for Sale for Development dt. 91 original Jan executed between said the

:3:

Shri Chandrakant Aitwar Patil, propriter of M/s Manisha Developers the said original Owners have agreed to sell the said land to the said Shri Chandrakant Aitwar Patil who have agreed to purchase it with a view to developing the said land by constructing thereon a building of dwelling units and other units and selling the said units of prospective purchasers: AND WHEREAS by an Agreement for sale for Development dated 10/3/94, the said Shir Chandrakant Aitwar Patil has agreed to sell the said land to M/s SHYAM Construction, the Promoters herein, who have agreed to purchase it with a view to developing the said land by constructing thereon a building of dwelling units and other units and selling the said units to prospective purchasers.

AND WHEREAS the Plan of the said proposed building having ground and three upper floor to be constructed on the said land propared by Architect/s ______DILIP DESHMUKH & ASSOCIATES ______ has been approved/sanctioned by Kalyan Municipal Corporation vide their letter NO. _____ 168-35 ______

In amount with the

AND WHEREAS the Promoters by virtue of the terms and conditions contained in the said Agreement have become entitled to commence work of construction of building according to plan thereof sanctioned by Kalyan Municipal Corporation and according to certain conditions, restrictions and stipulations laid down by the said planning Authority which are to be observed and performed by the Promoters:

AND WHEREAS the Promoters are presently constructing on the said land the building consisting of flats in accordance with the aforesaid sanctioned Plan and Whereas the Promoters accepted the profesuional supervisions of the Architect and Structural Engg. till the completion of the construction work of the proposed building

zement or

ale

..4.

AND WHEREAS by virtue of the above said $A_{gree_{ment}}$ promoters have the sole, absolute and exclusive right to sell said flats to prospective purchasers:

AND WHEREAS the Promoters offered for Sale the various flats in the said proposed building that are now under construction to prospective buyers who are to be flat purchasers AND WHEREAS the Purchasers one coming to know that the various flate under construction are offered for sale expressed his/her desire to purchase and/or acquire on ownership basis one flat/shop/garage No. 13 on the ________ floor is _______ wing of the building which is to have a (Built up area of ________ Sq.Ft.) AND WHEREAS the price and/or consideration of the said flat is agreed to be &. 2.58,500 (Rupees ________ Lakky, fifty - Eight-thouyand only) excluding the other charges and expenses mentioned in various other clauses of this Agreement.

AND WHEREAS upon a request of the Purchaser, the promoters have made a full and true disclosures of the nature of their title to the dsid land on which the proposed building is being constructed and have also given the purchaser inspection of the plans and specifications of the said proposed building:

AND WHEREAS the copies of Certificate of Title of the said land issued by Shri N. S. (Rajeev) Patkar, Advocate of the Promoters, copies of Property Card or extract of VII-XII or any other relevant documents showing the nature of the title of the said land and the copies of the plans and Specifications approved by Kalyan Municipal Corporation and any other documents which are required to be given under Rule 4 of the Maharashtra Ownership of Plats Act, 1963 have been a annexed hereto.

AND WHEREAS prior to making applications for purchaser of flats as aforesaid the purchaser had made a declaration as required by the provisions of Maharashtra Co-operative Societies Act, 1960 or Urban Land (Coiling and Regulation) Act, 1976 to the effect that neither he/she nor the members of his/her family own a tananent, house or building within the limits of Kalyan Municipal Corporation:

AND WHEREAS the Purchaser has seen the site of the building and the work of construction of the said building being in progress and ie satisfied with the quality of the work and has approved the same:

AND WHEREAS the Purchaser has been informed by the Promotors and therefore know that they have offered for sale all the respective flats in the building under construction on the said land to different purchasers and that thet executed Agreement for sale of the flats with the clear out understanding to the Purchasers thereof that the Purchasers who are taking the said flats ultimately join the rest of the Purchasers in forming a Co-operative Housing society and be a member thereof:

AND WHEREAS the Promotors agree to sell the Purchasers and the Purchasers agree to purchase/acquire the said abovementioned flat upon the terms and conditions hereinafter appearing:

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

1. The Promoters shall construct the said proposed building as mentioned hereabove in accordance with the plans. Designe and specifications thereof, sanctioned and approved by the concerned Planning Authority (kalyan Municipal Corporation) with such

motion

umate

Provided that the Promoters shall have to obtaine prior consent of the Purchaser in respect of such variation or modifications which may adversely affect that flat of the Purchaser.

The Purchaser hereby agrees to purchase and/or acquire 2. from the Promoters and the Promoters hereby agrees to sell to the No. 13 having Flat an Purchasers approx. area/Biltup area of 517 Sq.Ft. (Which is inclusive of the area of balconies). And All other common Area on the — wing of the building now under construction and on the floor plan thereof hereto annexed 'the said flat') 'D' (hereinafter called consideration of R. 2,58,500, (Rupees Two lakes fifty-Eight thousand five hundred. only) to be paid by the Purchaser to the

Promoters in the following manner, that is to say -

a. 15%

Of the total amount of consideration to be paid to the Promoters by the Purchasers on or before the execution of these presents as Earnest Money or Deposit. (The payment and receipt whereof both hereby admit and acknowledge) (The amount to be paid at the time of Agreement should not exceed 15% of the sale price of the said flat.)

b. 12%

of the total amount of consideration after the work of plinth is complete.

c. 12%

*

of the total amount of consideration after the slab of the ground floor is cast.

1

d.	12%	of the total amount of consideration after
e.	12%	of the total amount of consideration to be
f.	12%	paid after the slab of the second floor is cast. of the total amount of consideration to be paid after the slab of the third floor is
g.	10%	cast. of the total amount of consideration to be paid after the work of brick mosonary is
h.	10%	of the total amount of consideration to be
ì.	5%	paid after the work of internal and external plaster of walls is done. a balance amount of consideration to be paid to the Promoters at the time of poscession of the flat is given to the
		Purchaser.

3. The Promoters hereby agree to observe, perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by the concorned Planning Authority at the time of sanctioning the said plan or thereafter and by before handing over possession of the said flat the Purchaser (obtain from the concerned Local Authority occupation and/or completion certificate in respect of the said flat).

Total amount of consideration.

100%

4. The Promoters hereby declere that the floor space index is as pershown in the approved plan and that no part of the said floor space index has been utilised by the Promoters elsewhere for any purpose whatsoever and in case any part of the mid floor space

rem-hos

ximal

index is utilized elsewhere then the promoters shall f_{urnish} to the Purchasers all the particulars in respect of such utilisation of the Purchasers all the said floor space index by the Promoters, In case, while developing the said land the Promoters have utilize any floor space index of any other land or property by such floor space index shall be disclosed by the Promoters to the Purchasers. The residual F.A.R. (P.S.R.) in the land or the layout not concumed will be available to the Promotors till the registration of the accuaty the residual F.A.R. (F.S.I.) shall be available to the Society.

- The promoters agree that they shall before handing over the possession of the said flat to the Purchaser and in any event before execution of a conveyance of the said land in favour of the corporate Body to be formed of the Purchasers of flats/shops/ garages in the building/s to be constructed on the said land (hereinafter referred to as 'the said Society') will make full and true nature of their title to the said land as well as encumbrances, if any, including any right, title, interest or claime, of the any portion or over the said land and shall as far as posaible, ensure that the said land is free from encumbranoos and the Promoters have absolute, clear and marketable title to the said land so as to enable them to convey the said Society such absolute, clear and marketable title on the execution of a conveyance of the said land by the Promoters in invour of the said Society.
- The Purchaser agrees that he/she shall pay up each the instalments hereinbefore indicated on time as agreed and shall not commit any default.

the Prescribed stage of It is agreed that each of construction as fixed in clause '2' (or this Agreement, when any instalment becomes due, the Promoters shall make the demand of the due instalments in writing and the Purchaser shall make payments to the Promoters at their office within 7 days from

5.

62

receipt of such written communication. The Purchaser agrees that his/her failure to pay the agreed instalment on demand within 7 days as stipulsted hereinabove shall be treated as default on the part of the Purchaser in which event the Promoters shall have to rescind the present Agreement which if exercised shall bring the present Agreement to its end. In such event, the Purchaser shall be entitled to the refund of the money paid by him/her after deduction therefrom, if any.

- hereinbefore container of rescinding this Agreement shall not be exercised by the Promoter unless and until the Purchaser is given an fifteen days prior notice in writing by the Promoter of their intention to terminate this Agreement mentioning therein specific breach of terms and conditions of this Agreement and default on the part of the Purchaser in payment of the amounts, instalments and other outgoings and after giving opportunity to remedy such breach or breaches within a reasonable time of fifteen days from the date of receipt of the notice by the Purchaser.
- of his/her money immediately and shall be entitled to refund ony after a fresh booking of the said flat by the Purchaser. The Purchaser agree that in case, the Present agreement is rescinding by them under this clause, they shall repay the Purchaser his/her money on fresh booking of the said flat.
- d. It is hereby agreed that after the present Agreement is rescinded for reason stated in this clause, the Promoters shall have the right to book the said flat again to the others and the Purchasers herein shall have no claim whatsoever of and/or over the said flat.

- e. After fresh booking of the said flat, the Promoters shall inform the Purchaser (who has committed a default) about the time and place to receive back his/her money.
- 7. If the Promoteres elect not to exercise their option of rescinding the present agreement on account of any default committed by the Purchaser an contemplated agrees to pay the Promoters interest at the rate of 30% per annum on all the amounts which become due and payable by the Purchaser to the Promoteres under the terms and condition of this Agreement from the date of this amounts become due.
- 8. The fixtures, fittings and amenitites to be provided by the Promoteres in the said building and the flat are those that are set out of mere particularly described in the Annexure (A) annexed hererto.
- 9. It is agreed that the Promoteres shall give possesion of the abovesaid flat to the Purchaser on or before I months.

 Provided the Purchaser has paid to the Promoteres the entire agreed amount of consideration and has made all the payments of dues and deposite and has performed his/her part of present Agreement and nothing further remain to be done on his/her part.

If the Promoteres fail or neglect to give possesion of the flat by the dates specified or on any further dates or date agreed to by the parties, the Promoteres shall be liable on demand (but without prejudice to any other remedies to which they may be liable) to any refund to the Purchaser the amount already received by the Promoteres in respect of the said flat with simple interest at a rate of 9 per cent per annum thereon from the date, the Promoters received the sums till the date the amount and interest thereof drefunded and the amount thereon shall be charged on the

land in which the flat is or was to be constructed to the extent of the amount due but subject to any prior encumbrances.

It is agreed that for want of cement/steel and any other building material for any other reason or reasons which are beyond the control of the Promoteres and that in the event of handing over the possession of the said flat is delayed, the Purchaser shall not be entitled to hold the Promotees responsible and/or liable in that behalf and the Promoteres shall be entitled to reasonable extension of time for giving delivery of the flat to the Purchaser.

10. The Purchaser shall take possession of the said flat within 7 days of the Promoteres giving written notice to the Purchaser intimating that the said flat is ready for use and occupation.

Provided that within a period of (three year) from the date of handing over the flat to the Purchaser if the Purchaser brings to the notice of the Promoters any defect in the flat or building in which the flat in situated or the material used therein or any unauthorised change in the construction of the said building then wherever possible such defects or unauthorised change shall be receified by the Promotere at their own cost, and in cse it is not possible to rectify such defects or unauthorised changes, then the Purchasers shall be entitled to receive from the Promoters reasonable compensation for such defect or change.

- The Purchaser shall use the flat or any part thereof or permit the same to be used only to the purpose of residence/office /show room/shop/garage for carrying on any industry or business. The Purchaser shall use the garage of parking space only for the purpose of keeping or parking the Purchaser's own vehicles.
- 12. It is agreed that the Purchaser alongwith other Purchasers of the flats in the said building shall join in forming and registering

SOCIO

the society or a Limited Company to be known by such hame the Promoteres may decided and for this purpose also from time to the Promoteres,
time sign and execute applications, for registration and membership and all the necessary papers and documents required for the purpose of forming and/or registration of a Co-operative Housing Society and for becoming a member thereof including the bye-jaws of the proposed society and duly fill in, sign and return to the Promoters within 7 days of the same being forwarded by the Promoters to the Purchaser so as to enable the Promoters to register the organisation of the Purchasers of the flats in te said building under section 10 Act, 1963, Ownership Flats Maharashtra the within the of Maharashtra Ownership Flats (Reglation of Promotion of construction sale, managemnt and transfer) Rules, 1964 and shall be amember of the said society. No objection shallbe taken by the Purchasers if any, changes or modifications are make in the draft bye-laws or the Memorandum and/or Articles of Association as may be, required by the Registrar of the Co-operative societies or the Registrar of the companies, as the case may be, or any other competent Authority.

It is agreed that the execution of all the necessary documents required for the formation and registration of a Co-operative Housing Society shall be pre-conditions for occupation of the said flat by the Purchaser.

13. Unles it is otherwise agreed to by and between the partles hereto, the Promoters shall within 6 months of registration of the Society as aforesaid cause to be transferred to the said societ all the rights, title and interest of the original owners & promoters in the said land which building/s thereon in favour of the said Society and such conveyance shall be keeping with the terms and conditions and provisions of this Agreement.

14. Besides the amount/instalments of the agreed considera -tion as stipulated in clause 4 of this agreement the Purchasers shall also pay and keep deposited with the promoters on demand the following amounts:

a. b.	Rs. 10/- Rs. 250/-	(Rupees Ten only) as Entrance Fee. (Rupees Twohundred fifty only) as share
с.	Rs. 6,000/-	Money. (Rupees Six thansand on
		only as Expenses for electric instalation
		and Meter connection/Water connection /
d.	Rs. 1,000/-	Occupation Certificate deposit/charges (Rupees One thans and only)
e.	Rs. 1,500/-	(Rupees (ne than and five only) towards the Expenses for formation of a
f.	Rs. 1,000/-	Co-operative Hosing Society. (Rs. One Thausand only)

Rs. 9760/- (Rs. Nine-Thausand Seven hundred sixty only).

by the Promoters to the Purchasers that the said flat is ready for use and occupation, the Purchaser shall pay regularly and punctually whether demanded or not, at all the times his/her share (i.e. in Proportion to the floor area of the flat) on his basis of Municipal and Revenue Assessment, in respect of the said flat, all outgoings such as rates, taxes, coss, dues, duties, impositions, insurances premium, maintenance charges, for common lights and repairs, salaries of the employees such as clerk, bill collector chowkidars, sweepers of the proposed Co-operative Society and all the other expenses of and incidental to the management and the maintenance of the mid building. The Purchaser agreed that he/she shall pay his/her proportionats wate and electricity charges whether demanded or not.

SAU LIG

..14.

1. 4

22. All notices to be sent and served and/or communications to be sent as required by the terms of this Agreement shall be deemed to have been properly served if sent of the Purchaser under Certificate of posting/Registered Post on the following addresses of the Purchaser giving by him/her for the purpose of Agrreement (Shr) P. L. Posti).

Ganga-Deep Co-op H. Soci, Ganesh Nagar,

Dombiwali (West)

23. It is also understood and agreed by and between the parties hereto the terrace space in the front of the or adjacent to the terrace flats in the said building if any, shall belong exclusively to the respective purchaser of the terrace flat and such terrace space are intended for the exclusive use of the respective terrace flat purcahsers. The said terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned Local Authority and the Promoters of the Society.

25. The present Agreement shall always be subject to the provision contained in the Maharashtra Ownership Act. 1963 and the Rules framed thereunder or any other provision of law applicable thereof.

SCHEDULE OF THE SAID LAND HEREINBEOFE DESCRIBED

ALL THAT the piece or parcel of the land or grounds admeasuring about 800 Sq.yds. which is equivalent to 668.90 Sq.Mtrs. bearing No.177-A H.No, II situated at Revenue Village Chole in Taluka Kalyan District Thane and bounded as under:

かっていてきます いかはん

on or towards the EAST

on or towards the WEST

on or towards the SOUTH

on or towards the NORTH

ANNEXURE 'A'

AMMENITIES AND SPECIFICATION OF THE FLAT/SHOP/GARAGE.

Flat/Shop/Garage No. 13 having built-up area of 517 Sq.Ft. on TIT floor in ___ wing of the building known as Shyam-Soni Appartment.

- Building will be R.C.C framed structure with ground and three upper floors with underground water storage tank with electric pump with one R.C.C. overhead waterstorage tank.
- 2. All doors and windows will be wooden with novateak panels, oil painted, windows will be provided with iron grills with exidies steel hinges and aluminium fittings.

1

- Main door will be flush door and/or panel door oil painted with outside aldrop of steel metal with auto arrangement from inside and peep hole.
- Grey mosaic tiles flooring in Main room and grey mosaic tiles in other rooms.
- 5. Bathrooms will be provided with polish tandoor flooring and a dado of 3'- 0 in white glazed tiles, one direct water connection from overhead water storage with shower also be provided.
- 6. One wash basin of 18 x 12 size white colour will be provided.

subscribe there respective hands, seal the day and year hereinabove

IN WITNESS HEREOF the parties hereto set and

60

mentioned.		ž
SIGNED, SEALED AND DELIVERED by the witinnamed Shri AMA RAGSA the Partner of M/s. SHYANI CONSTRUCTION the Promoters herein, in the presence of - 1. Clatal 2. Prod C.))))	PROMOTERS
by the winthinnamed Shri/Smt. Makejan Yadav Ragho. the Purchaser herein, in the presence of - 1. Collited 2. Plant)))	PURCHASERS
RECEIP	T	
RECEIVED from the Purchaser the day and year abovementioned a sum of Rs. 10,000 only as Earnest Money by Cheque/Castr No. dt. 21/4/95 drawn on T. D. C. C. Veyzeshwarsink Bank.))))	WE SAY RECEIVED
D		En SHYAM CONSTRUCTION

Partner

N. S. Patkar

B. A. I.L. M.

Advocate & Notary Public

Patkar House, Ram Nagar, Dombivli (East), Thluka-Kalyan, Ph.: 47 22 96, Pin. No. 421 201.

Ref. :

Date: 15th Dec. 94.

TITLE CERTIFICATE

(including Search Report)

of land or ground admeasuring about 668.90 Sq.Metres which is equivalent to 799.7 Sq.Yards bearing Survey No.111,
Hissa No.11 (pai) (old Survey No.177A) situate at Revenue
village Chole in Taluka - Kalyan, District- Thane within the limits of Kalyan Municipal Corporation and bounded

on or towards East

Plot No.2 bearing S.No.111 Hissa No.11 & 10.

on or towards West

20 feet Road.

on or towards North

Boundary of Mouje Thakruli.

On or towards South

10 feet Road.

(hereinafter referred to as ' the said land ')

- 1. I have very carefully investigated title of Smt.Manorama Vasantrao Nagvanshi and Smt. Sushila Devidas Chavan to the said land and found the title thereof to be in order.
- The said land originally belonged to Kalu Kacharu and Laxman Kacharu who by a Deed of Sale dated 21.11.1964 sold the land one to Narayan Rajaram Jadhav.

N. S. Patkar

Advocate & Notary Public

Patkar House, Ram Nagar, Dombivli (East), Thluka-Kalyan, Ph.: 47 22 96, Pin. No. 421 201.

Ref. :

Date:

- 2

- 3. The said Narayan Rajaram Jadhav died on 08.02.71 leaving behind him his wife Shantabai and two daughters Smt.Manorama Nagvanshi and Smt. Sushila Devidas Chavon as the only heirs to inherit his property including the said land.
- 4. The said Smt.Shantabai Narayan Jadhav died on 05.01.88 leaving behind her two daughters as his only heirs to inherit her share in the said land. The said two daughters are , thus , the only owners of the said land.
- 5. Smt.Manorama Vasantrao Nagvanshi and Smt.Sushila Devidas Chavan have through their constituted Attorney Shri.Vasantrao Dhondopant Nagvanshi agreed to sell the said land to one Chandrakant Aaitwar Patil or his nominee.
- 6. By an Agreement for Sale for Development dated the said Shri.Chandrakant Aaitwar Patil agreed to sell the said land to M/s.SHYAM CONSTRUCTION, a partnership firm, doing business as Builders, Developers and Contractors who have agreed to purchase it with a view to developing it by constructing thereon a building of dwelling units and other units and selling the said units to prospective purchasers on ownership basis.
- 7. I have inspected all the relevant documents relating to the title of the said land and am of the opinion that the title of Manorama Vasantrao Nagvanshi and Smt. Sushila Devidas Chavan to the said land is CLEAR, MARKETAELE and without any ENCUMBRANCE.

N.S.PATKAR Advocate. क्रह्याणः महानगरपाहित्का, क्रह्याण.

भावक कर्गाक/कम्पा/नरिवाय प. 131 कि प्छे 1 कल्याण महानगरेगालका कार्याल्य, कल्याण विनोक : 91 धर्

मती क्रिनोरमा वर्गायात नामतिहा हा अग्र (मी चे अण्मुलपत्मारत, निक्रितिहारी ते बाधुरत (क्रिन्सु शिराकाम) स्रोधितिहारी ते बाधुरत (क्रिन्सु शिराकाम) स्रोधितहारी स्रोधितहारी हा कं अं पिक् विषय : म. मं / १००० अ मिस कं कं कं बांचकाम करण्याच्या मंत्ररी बावत. गंदमं : आपला वि १५५ ७ १९६) वा

का. निर्माति ते प्रामित्रे !

बारतु शिक्ष्पकार यश्चि मार्फत सादर केलेला अर्ज. भहाराष्ट्र प्रादेशिक ब नसर रचना अधिनियम १९६६ चे कक्रम ४५ अन्यये स. न

हिं न

ा. स. न --- ९७ (पेप) कॉट न.

मात्रं -सार्हः

祖母 医后代七分

), मि. भूखडाच्या विकास करावयास मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९ **चे कलम २५३ अन्यवे बांधकाम** रुज्यासाठी केलेल्या दि.

हुन तुमच्या मालकौच्या जम्मेतु हिर्देश्या रंगाने दुक्ष्मी दास्तविष्याप्रमाणे स**ळपर/स्टीस्ट. तटस्त्रका परिस्त मंत्रका व** तर्ममूजला, तिसरा मूर्जला, द्विधा-मजला रहाणसाठा दूम्मो / आकीम / द**ीखाना / होस्पीटल / साळेमाठो / मॅरेन वाडे** तोच्या इसारतीच्या बांग्रकामा बाबल, बांग्रकोम परजासा/प्रारस व्र**माण पत्रे देण्यात वेत बाहे.**

: अटी :

- १. ही बांचनाम परवानगी दिल्याचे बारखगासुन एक वर्ष पर्यंत बंध असेल नंतर पुरील वर्षासाठी परवानगीच नात्रीकरण मुदत संपण आधी करण आवश्यक राहिल अशा प्रकारचे नुतनीकरण प्रथा नीम वर्ष करता पैईल. वंद्य मुदतीत बांचकाम पूर्ण करणे चावश्यक आहे. नुतनीकरण करताना किया गर्नाम परवानगी धर्ताना त्यांचेळी अस्तित्यात आलेल्या नियमांच्या य नियोजित विकास आराधक्या ज्यां अनुवयांगे छानना करण्यात पैईल.
- २ नकाजात रंगाने केलेल्या बुगस्स्या आपस्थावर बंधनकारक राष्ट्रनीछ.
- म जिल्हां सकारी ठाण, यांजक**टून बांधकाम बालू करायवाचे अगोदर विनवे हो परवानमी बंध्याची** जबावदारी नुम्बमावर राहिल व शिन वेतीच्या परवानगांची एक सस्य प्रस काम सुद करावयाचे पश्च (१५) दिवस अगादर महानगरपालिकं कले पाठिश्य ज्ञानक्यक राहिल.
- ४. बाव हाम चालु करण्यापूर्वी (७) दिवस जाधी महागातिका कार्यालयास सेखी कळविण्यात यांव.
- ५ हो प्रवासमें अप्यत्या मालकाष्या कवजातो**ल जमोनी व्यतीरीन्त जमीनीवर बावकाम वगर विकास** करण्यास हक्क दत नाही.
- ६. बांधकाम या सोवतच्या मंजूर केलेत्या नकः वा प्रमाणे आणि पालून दिलेल्या अटीवमाणे क्या वेई अर्
- जोत्या पर्यंत बांधकाम झाल्यानंतर वास्तु शिक्ष्यकाराचे मंजूर चकाशा प्रमाणं बांधकाम केल्या वायकचे
 प्रमाणपत्र, महानगरपालिकेम सादर करण्यास गांध व त्या नंतरच जोत्याचरोल बांधकाम कराचें.
- ८. प्लॉटचे हुद्दीत इमारती भोवती मोकळचा कोडापवाच्या आगंत बदल कह नवे. ब स्वामध्ये कोणस्यादी प्रकारचे बायकाम कर नये.
- ९ बांधकामात को गत्याही प्रकारणा फेरफार पूर्व परवानगी पंतत्याणियाय कर नये. ससे केरवाचे आकृत्य आल्यास सदरजी जोधकाम परवानभी रह बाली असे सभ वण्यात वेदेल.
- १०. दमारतीच्या वाध तामाच्या गुरांकडची (स्ट्रकचरल संप्टा) जवाव शरी सर्वस्य आपस्या भारतृ विकासके य स्थापत्य विकास वाववर साहित.

क्रत्याण, महानगरपालिका, क्रत्याण.

जात्रक क्रमांक/क्रमपा/नरिव/बां प. / ऽ। जिए जी किल्याण महानगरिशालका कार्यालय, नस्याण

दिनांक : 9) ध्र

विषय: स. नं / १००० उम् सि. स नं, हि. नं . १००० उम् सि. स नं, हि. नं . १००० उम् सि. स नं, विषय मंगुरी बाबत. संदर्भ : आपला दि. १५ - ३ - १००० अने सादर केलेला अर्ज. महाराष्ट्र प्रादेशिक ब नगर रचना अधिनियम १९६६ चे कक्रम ४५ अन्वये साहर्थ स्थान स्यान स्थान स

. भि. भूखंडाच्या विकास करावयास मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९ चे कलम २५३ अन्वश्ने बांधकाम रण्यासाठी केलेल्या दि. च्या शर्जास अनुसरुन पृद्धील गर्तीस अधिन

हून तुमच्या मालकौच्या जागेत हिर्द्या रंगाने दुरुम्को दाख्वित्याप्रमाणे सळघर/स्टीस्ट, तळमण्ला पहिरुक्ष मंत्रला व सर्मिनला, तिसरा मनला, विद्यासक्त रहाणेसाठो दुकार्ने / ऑकीस / दक्षेखाना / हॉस्पींटल / साळेसाठी / गॅरेज वाडे स्तोच्या इमारतीच्या बांधकाषा बाबत, बांधकोम परवाना/प्रारंग प्रमाण पत्रं देण्यात येत आहे.

: अटी :

- १. ही बांचकाम परवानगी दिल्याचे बारखेगासुन एक वर्ष पर्यंत वैष्ठ असेल. नंतर पुढील वर्षासाठी परवानगीच नूतनीकरण मुदत संपणे आधी करणे आवश्यक राहिल अशा प्रकारचे नुतनीकरण फ्रभ्रा तीम वर्ष करता पैईल. वैद्य मुदतीत बांचकाम पूर्ण करणे भावश्यक आहे. नुतनीकरण करतांना किया गवीन परवानशी घेतांना त्यावेली अस्तित्वात आलेल्या नियमांच्या व नियोजित विकास आराखडघाच्या अनुषंगाने छाननी करण्यात पैईल.
- २ नकाशात रंगाने केलेल्या दुक्**स्त्या आपत्यावर बंधनकारक राहतील**.
- ३. मे जिन्हाधिकारी ठाण, यांजकङ्न बांधकाम चालू करावयाचे जगोदर बिनकेतो परवानगी घंण्याची जबाबदारी तुमच्यावर राहिल व बिन शेतीच्या परवानगीची एक सत्य प्रत काम सुरु करावयाचे पधरा (१५) दिवस अगोदर महानगरपालिकेकडे पाठविण आवश्यक राहिल. •.
- ४. बांधकाम चालू करण्यापूर्वी (७) दिवस आधी महापाजिका कार्यालयास लेखी कळविण्यात यावे.
- प्रवानगौ आपल्या मालकाच्या कवजातील जमोनी व्यतीरीक्त जमीनीवर बांचकाम अगर विकास करण्यास हक्क देत नाही.
- ६. बांबकाम या सोवतच्या मंजूर केलेल्या नकाशा प्रमाणे आणि घालून दिलेल्या अटीप्रमाणे करता येईल
- ७. जोत्या पर्यत बांधकाम झाल्यानंतर वास्तु शिल्पकाराचे मंजूर मकाशा प्रमाणे बांधकाम केल्या बाबतचे प्रमाणपत्र, महानगरपालिकेस सादर करण्यात याथे व त्या नंतरच जोत्यावरोल बांधकाम करावें.
- ८. प्लॉटचे ह्हीत इमारती भोवती मोकळचा सोड!ययाच्या जागेत बदल कर नये. व त्यामध्य कोणत्याही प्रकारचे बांबकाम कर नये.
- ९. बांधकामात कोणत्याही प्रकारचा फेरफार पूर्व परवानगी घतल्याशिवाय कर नये. तसे केल्याचे आदळून् आल्यास सदरची बांधकाम परवानगी रह झाली असे समजण्यात येईल.
- १०. इमारतीच्या बांधकामाच्या सुरक्षितेची (स्ट्रकचरल सेप्टी) जवाव हारी सर्वस्व आपल्या वास्तृ शिल्पकार व स्थापत्य विकारत यांजवर राहिल.

- ११ बांधकाम पूर्णतेच्या दाखला वापच परवानगी घेतस्याणिवाय इमारतीचा वापर कर नये. स्यासाठी जागेयर ज्या प्रमाण वांधकाम पूर्ण झाले आहे, त्याचा नकाचा आस्त् णिल्वकाच व स्थापस्य विमारत यांच्या विहीत नमुत्यातील दाखल्यासह (३ प्रतीत) इतर आवश्यक कागद पत्रासह सादर करण्यात यावा.
- १२. बांधकाम चालू करण्यापूर्वी नगर भूमापन अधिकारी/भूमी अक्रिलेख खात्याकडून आगेश्वी आखणी करन घेण्यात यात्री.
- १३. नकाशात दाखिवलेल्या गाळघांच्या संख्येमध्ये व नियोजनामध्ये पूर्वंपरवानगी शिवाय बदल कर नये
- र नवीन इमारतीस मंजूर नकाशे प्रमाणे सेप्टीक टॅंक पाहिजे व संडास भविष्य काळात जवळच्या मळिनस्सरण निलकेस स्वख्विन नगर अभियंता यांचे परवानिशने जोडणे आवश्यक राहिळ सेप्टीक टॅंक विहीरी पासून विमीत कमी ५० फूट अंतरावर असणे आवश्यक आहे.
- १५ साङ्याण्याचे व पागोळचाचे पाणी महानगरपालिकेच्या गटारांत स्वखर्चाने नगर अभियंता यांच्या पसंती प्रमाणे सोड्विलागेल. साडपाण्याच्या बाबतीत आरोग्य खात्याचे प्रमाणपत्र असल्या शियाय वापर परवाना देण्यात यणार नाही.
- १६. बांबकामाचे मटेरीयल रस्त्यावर टाकावयाचे झाल्यास महानगरपालिकेच्या बांधकाम खात्याची परवानगी घणे आवश्यक राहील व त्या करिता नियमाप्रमाणे लागणारी रवकम (व दंड झाल्यास त्या रकमेसटीत_्) भरावी लागेल.
- १७. बोधकामाच्या वेळो निरुपयोगी माल (मटेरीयळ) महानगरपालिका सांगल त्या ठिकाणी स्वख्यानि वाहुन टाकला पाहिजे.
- १८. बांधकामाच्या सभोवताली सोड़लेल्या खुल्या जागेत कमीत कमी १) अशोक २) गुलमोहर ३) विच ४) निलिशरी ५) करज पैकी एकूण दहा झाडे लावून त्याची जोपासना केली पाहिजे तसेच सथा अस्तीत्यात असलेली झाडे तोडण्यापूर्वी परवानगी घेणे बंधनकारक आहे.
- १९: नकाशात दाखिबल्याप्रमाणे बाधकामाचा फक्त राहुणेक्वाठी/बाणिज्यं/भैक्षाणिक/औद्योगिक उपयोग करावा.
- २०. नागरी जमीन कमाल मर्यादा अधिनियम १९७६ मधील तरतुर्दी प्रमाणे जागा बांधीत होत असल्यास त्याची सर्वस्वी जबाबदारी आपलेवर राहिल.
- २१. जागेतुन किवा जागे नवळून अतिदाब विद्युतवाहिनी जात असत्याश बांधकाम करण्यापूर्वी सबंधीत खात्याकडून ना हरकत दाखला घेतला पाहिजे
- २२. जागा महामार्ग किंवा रेत्वे मार्गास सन्तुख़ लागून किंवा जवळ असल्यास संबंधीत खात्याकडून ग्रांधकार्य करण्यापूर्वी ना हरकत दाखळा घतळा पाहिजे
- २३, बाधकामाकड किया इमारतीकड जाण्या येण्याच्या मार्गाची जबाबदाशी संपूर्णपणे आपलेकडे राहिल बाधकाम प्रयानगी नियोजित रस्त्याप्रमाणे दिली असल्यास त्या रस्त्याचे काम महानगरपालिकेच्या सोयी प्रमाणे व प्राधान्यते प्रमाण कले आईल. व तथा रस्ता होई पावेतो इमारतीकडे जाण्या येण्याच्या मार्गाची जबाबदारी सर्वस्वो आपली राहील,
- २४. जागेत जुनै भादेकरु असल्यास त्यांच्या बाबत योग्य ती व्यवस्था करायची जवाबदारी मालकाची राहील व मालक भादेकर यामध्ये कांही बाद असल्यास किया निर्माण झाल्यास त्याचे निकारण भालकाने करणे आवश्यक राहाल व त्यायावतील महानग्रपालिका जवाबदार राहणार नाही.
- २५. भदर जागत्न पाण्याच्या नैसर्गीक निचर। होत असल्यास तो इकडील परवानगी शिवाय गळवू अथवा बंद क्रम्म क्रम्
- २६ सदर प्रकरणो भुकोची संपूर्ण माहितो दिली असल्यास सदर बांधकाम परवानगी रद्द करणेत धेईल.
- २७ सदर जागेन विहोर असल्यास तो इकडील परवानगी शिवाय बुजवू नथे.
- २४. बाधकाम पूर्ण झाल्यावर पिण्याच्या पाण्याचे कतेनशन भिळण्याकरिता महापालिकेवर जवाबदारी राहणार नाही किंवा पिण्याच्या पाण्यासाठी महापालिको हमी घणार नाही.
- २९ सदर जागेत बांबकाम करण्याबाबतचा पूर्वीचा परवाना असेल तर ती या द्वारे रह झाला असे समजण्यात यापे.
- ३०. गटाराचे न पावसाच्या पाण्याचा निचरा होणकरिता महापालिकेचा गटारास जोडणेसाठी पावधा स्वरूपानी गटारे बांधाबील.
- ३१. बाधकामासाठी व पिण्याच्या पाण्यासाठी नळाचे कतंत्रकान मिळणार नाही त्यासाठी बोबरवेछचे काम कराने लागेल.

बन्धा मुखंडासमीरीक रस्ता पद्मपा स्वहपान तथार केल्याखेरी न थापर परवाना मिळणार नाहीत अति भेटा भेटा कहन प्रिकेट्या पुरस्क हिण्यात नहीं है देनित नाही. अति भेटा केल्या केल्या

Cultural of

भाधनास्य पर्वातानी संजूर भीरणास्माश्री सती व हुद्

153 5.

प्रत :

१) वरीष्ठ नियोजक, मुंबई महानगर प्रदेश किकास प्राधिकरण, कट्रमार्थः र

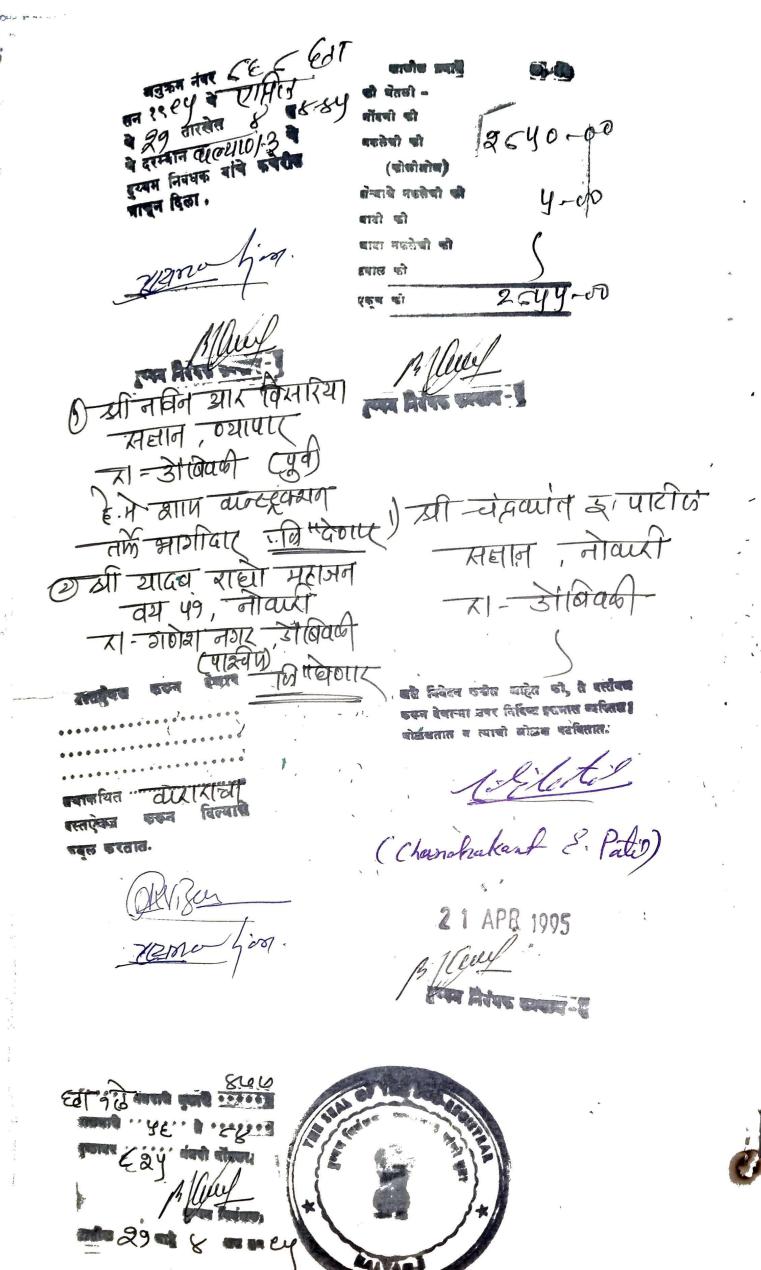
) जपआयुक्त / साह्। य्यक आयुक्त कल्याण सह्चानगरप लिका

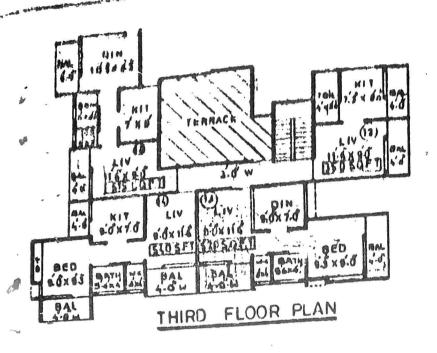
(5

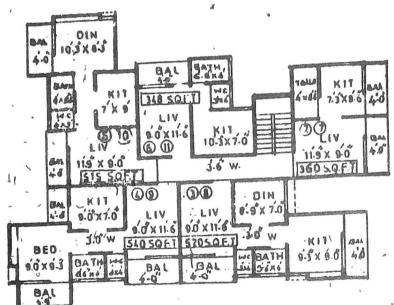
गां. न. नं. ७, ७ अ व १२ जुनाय ने. १७७ अ भा.नं. १९१ विस्सानं. २५ प्रे ij. मती Fat 694 . लावणी लायक पोर खण्या ... वैसे Ŧ. आकार 00 बुडी अथवा) बादा आकार पाणी वर्ष लागवड करणारांचे नांव पिके आणि लागवड शेव रीव 7.4 31er EEC. 80 16 <-अस्सल बरहुकुम खरी नक्कल असे

पायलॉ.

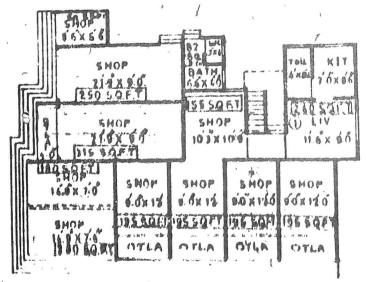
all. Mylen







FIRST & SECOND FLOOR PLAN



GROUND FLOOR PLAN

PROFOSED RESIDENTIAL BLDG. ON EXISTING PLINTH, S.NO.17, H.NO.11 P AT VILL CHOLE, TAL KALYAN, DIST. THANE, FOR: MANORAMA V. NAGWASHI AND TWO OTHERS



SHREE/SMT:

FLAT NO: ON FLOOR:

BUILT UP AREA:

Note: All Dimensions Are Approximate



Architect & Interior Designers Dillp Deshmukh & Austrial PRO (1)

NOOM NO. O NEAR IMUHEIRAL III

JOB NO. 128-A

"我我的我我我我我我我我我我我我我我我我我 Name of Society Nav Shyam Soni Co-Operative Housing Society Ltd. (Registered under the Maharashtra Co-operative Societies Act, 1960.) Regn. No. TNA/KLN/HSG/[T.C.]/8526/96-97 Date 2nd December, 1996 Address: Shyam-Soni Apartment, Ganesh Nagar, Near Police Chowki Dombivli (West) - PIN: 421 202 Dist. Thane, Maharashtra THIS IS TO CERTIFY that the person(s) named in this Certificate is/are the Registered Holder(s) of the within-mentioned Share(s) bearing the distinctive number(s) herein specified in the above Society subject to the Bye-Laws of the Society and that the Shares mentioned below are fully paid up. SHARES OF RUPEES 50/- EACH, FULLY PAID UP. Member's Register No. 001 Certificate No. 001 Name(s) of Holder(s) Shri Yadav Ragho Mahajan No. of Shares held Five only 005 (In words) (In bold figures) Distinctive No.(s) From 001 (one) To 005 (five) (Both inclusive) Given under the Common Seal of the Society this 271 Chairman Hon. Secretary

5. 我我我我我我我我我我我我我我我我我我我我我我我

7 6 1

Member of the Committee.

在还在在在在在在在在在在在在在在在在在在在在在在

	MEMORANDUM OF TR	ANSFER OF SHARE	C(S) MENTIONED OVERLEA	F
Date & Sr. No. of Transfer	Date of General Body/Managing Committee Meeting at which transfer was approved	To whom Transferred	Sr. No. in the Share Register at which the transfer of Shares held by the Transferor is Registered	Sr. No. in the Share Register at which the name of the Transferee is recorde
1	2	3	4	5
	Chairman	Hon. Secretary		Committee Member
	Chairman	Hon. Secretary		Committee Member
	Chairman	Hon. Secretary		Committee Member
	Chairman	Hon. Secretary		Committee Member
	Chairman	Hon. Secretary		Committee Member
	Chairman	Troit Scottery		Conunitiee Member
	Chairman	Hon. Secretary		Committee Member

3a G≀

A:

st Ic

RANADE & ASSOCIATI

Consulting Engineers, Chartered Engineers, Valuers, Empaneled by Various Banks, Insurance Cos., Income Tax 9, Nutan Co-op. Housing Soc., Behind Times Of India Bldg., Near Dr. Godbole's Hospital, M.G. Road, Naupada, Thane - 400 602. Email:ranadeandassociates@gmail.com

Ph.: 2542 43 98 2533 91 79

Ref. No.: 2019 0755_Dombivali

Date: 04 - June - 2019

To.

Bank Manager, Bank of Maharashtra, Goregaon West Branch,

As per your instructions valuation of flat of Mr. Yadav R. Mahajan was undertaken for security purpose. To estimate market value for the same the flat was visited for inspection and verification through valuation angle on 03 – June – 2019 and findings are as follows;

1)	Security, on floor, structure	:	One bedroom, hall, kitchen flat on third floor in ground plus three upper floor RCC super structure.
2)	Identification	:	Flat No. 13 (as per Society Name Plate – 302) on third floor, in "Nav Shyam Soni CHS Ltd." situated at Ganesh Nagar, near Ganesh Nagar Police Chowky, in Dombivali (W), Dist. Thane. Old S. No. 177A, New S. No. 111, Hissa No. 11 (P) of Mouje Chole. Soc. Reg. No.: TNA / KLN / HSG / (TC) / 8526 / 1996 - 1997.
	Global co-ordinates		
	Latitude	:	19.226100.
	Longitude	:	73.090906.
			Situated at Ganesh Nagar, near Ganesh Nagar Police Chowky,
3)	Location	:	in Dombivali (W), Dist. Thane.
	Municipality	:	Within limits of Kalyan Dombivali Municipal Corporation.
4)	First impression	:	Flat is in good condition.
5)	Area of flat	:	517 Sft. built up - as per agreement
6)	Owner Documents produced		Mr. Yadav R. Mahajan. Photocopy of sale agreement dated 21 – April – 1995 between M/s. Shyam Construction and Mr. Yadav R. Mahajan.
			Residential of use of premises.
7)	Different permissions	-	
8)	Type of construction	:	RCC super structure with RCC foundations, footings, columns, beams and slabs, internal and external walls are made up of
			walls are painted with cement paint and in taining wells are well
			painted, wooden door and aluminum garage riding which

	Constructed in year	:	with grills and safety doors, vitrified flooring, granite kitchen platform with inbuilt sink and tiling. False ceiling with spot light, kitchen wooden cabinet and shelf, wardrobes in bedroom, etc. flat is well maintained. In year 1994 or thre abouts.
9)	Quality, Condition Expected residual life	:	Ok sound, flat and building are in good condition. around 35 years - if proper care and periodic maintenance of RCC work is carried out.
10)	Construction authorized	:	Yes by Kalyan Municipal Corporation. Revised C.C. No.: KDMC / NRV / BP / DOM / 168 - 35 dated 01 – June – 1994.
11)	Independent access	:	Yes available from mid landing of third floor.
12)	Electrical wiring	:	Concealed - good quality.
13)	Water availability	:	Yes available inside, from Kalyan Dombivli Municipal Corporation in open tank and then to overhead tank by pump.
14)	Toilet and bath	:	Yes available inside – one number
15)	Ventilation	:	Good.
16)	Surroundings	:	Upper and middle class residential.
17)	Favorable points and Transport	:	Facilities and amenities for residential use such as banks, schools, colleges, hospitsls, hotels, etc., are available nearby. Dombivali as well as Thakurli railway station is approachable by K.D.M.T. buses and auto rickshaws are available from main road and commute Dombivali railway stations within walking distance.
18)	Booking rates for flats		 Varying from INR 5,000/Sft. to 5,500/Sft. built up – depending upon location and condition of flat and building.
19)	Unfavorable points	-	: As a residential place – Nil.
20)			: Not provided.
21)			: Good.
22)) Estimation of fair mar	ke	t value :

"Nav Shyam Soni CHS Ltd." situated at Ganesh Nagar, near Ganesh Nagar Police Chowky, in Dombivali (W), Dist. Thane. It is an upper and middle class locality and facilities and amenities for residential use such as banks, schools, colleges, hospitsls, hotels, etc., are available nearby. Auto rickshaws and K.D.M.T. buses are available from maintroad commute Dombivali railway station.

> WHA CATIA fered Va

Market rates for similar flats in this area are varying from INR 5,000/Sft. to INR 5,500/Sft. built up — depending upon location and condition of flat and building. Flat in the subject is well maintained and furnished and building are in good condition. Considering above factors I value the above flat in the subject 517 Sft. built up @ INR 5,000/Sft. built up and hence for the flat fair market value of say INR 28,40,000.00 is reasonable.

After considering information provided by Client during discussion and in papers produced my findings as noted above, my independent inquiry and demand I estimate;

- 1) Fair market value of above flat at say INR 28,40,000.00 (Rupees Twenty Eight Lakhs Forty Thousand Only)
- 2) Realizable value (@ 90 % of market value) at say INR 25,55,000.00 (Rupees Twenty Five Lakhs Fifty Five Thousand Only).
- 3) Distress sale value (@ 80 % of market value) at say INR 22,70,000.00 (Rupees Twenty Two Lakhs Seventy Thousand Only)
- 4) Stamp duty valuation for flat: (area for stamp duty calculation considered as per area mentioned in agreement)

ment	ioned in agreement)	- 10 NA+×
1	Stamp duty rate INR./Sq. Mtr. Zone sub zone 9/37 (Stamp	INR 59,900/Sq. Mtr.
1	duty reckoner for year 2018-19)	
	Less 10 % as flat is on ground floor (without lift) Total (A)	INR 59,900/Sq. Mtr.
		INR 24,000/Sq. Mtr.
2	Market rate of plot as per Stamp Duty Reckoner (B)	INR 35,900/Sq. Mtr.
3	(C) = Difference between (B) and (A)	70 %
4	Capital cost of structure applicable as per Depreciation	
	Table (D)	INR 25,130/Sq. Mtr.
5	(C) x (D)	INR 49,130/Sq. Mtr.
6	Applicable Stamp duty rate = B + (C x D)	INR 49,130/Sq. Mtr. x
7	Stamp duty valuation = Applicable Stamp duty rate x area of	48.03 Sq. Mtrs.
	premises	INR 23,59,713/-
8	Valuation as per Stamp duty reckoner	

5) Valuation for Insurance for replacement for an area measuring 517 Sft. built up @ INR 2,000/Sft. at say INR 10,35,000.00 (Rupees Ten Lakhs Thirty Five Thousand Only) and is based on information from client, our findings, independent inquiries in vicinity and demand in market and true to our knowledge and ability to judge when visited the place.



Front view of the building



Entrance of the flat



Hall portion of the flat



Kitchen portion of the flat



Bedroom portion of the flat



Society Name Plate