

76/8178

पावती

Original/Duplicate

Thursday, May 04, 2023

2:50 PM

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 9247 दिनांक: 04/05/2023

गावाचे नाव: नवघर

दस्तऐवजाचा अनुक्रमांक: टनन4-8178-2023

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: मे.अरिस्टोन बिल्डर्सचे भागीदार संतोष समल - -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 3900.00

पृष्ठांची संख्या: 195

एकूण:

रु. 33900.00


Joint Sub Registrar, Thane 4

वाजार मूल्य: रु.220096560 /-

मोबदला रु.100000000/-

भरलेले मुद्रांक शुल्क : रु. 15407000/-

सह मुख्य निबंधक बर्ग-२
ठाणे. क्र. ४

1) देयकाचा प्रकार: DHC रकम: रु.1900/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0405202309014 दिनांक: 04/05/2023

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रकम: रु.2000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0405202308956 दिनांक: 04/05/2023

बँकेचे नाव व पत्ता:

3) देयकाचा प्रकार: eSBTR/SimpleReceipt रकम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH001602998202324R दिनांक: 04/05/2023

बँकेचे नाव व पत्ता: IDBI


महेश्वर परत मिश्रा



15/05/2023

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. ठाणे 4

दस्त क्रमांक : 8178/2023

नोदणी :

Regn.63m

गावाचे नाव : नवघर

(1)विलेखाचा प्रकार	करारनामा
(2)मोबदला	100000000
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे)	220096560
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:मिरा-भाईदर मनपा इतर वर्णन : , इतर माहिती: , इतर माहिती: मीजे नवघर येथील 1)जुना सर्वे नं. 425,नवीन सर्वे नं. 100,हिस्सा नं. 9,चे क्षेत्र. 3960 चौ.मी. 2)जुना सर्वे नं. 425,नवीन सर्वे नं. 100,हिस्सा नं. 6,चे क्षेत्र. 1090 चौ.मी. 3)जुना सर्वे नं. 422,नवीन सर्वे नं. 103,हिस्सा नं. 2,चे क्षेत्र. 1770 चौ.मी. 4)जुना सर्वे नं. 424,नवीन सर्वे नं. 104,हिस्सा नं. 3,चे क्षेत्र. 2910 चौ.मी. 5)जुना सर्वे नं. 422,नवीन सर्वे नं. 104,हिस्सा नं. 4,चे क्षेत्र. 2830 चौ.मी. या सर्वांचे एकूण क्षेत्र. 12560 चौ.मी. खुली जमीन. दस्तात नमूद केल्याप्रमाणे.((Survey Number : 100/9, 100/6, 103/2, 104/4, 104/3 ;))
(5) क्षेत्रफळ	1) 12560 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:-सुनंदा केसरीनाथ पाटील,शैलेश केसरीनाथ पाटील,कांचन केसरीनाथ पाटील,प्रफुल केसरीनाथ पाटील,दिलीप एकनाथ पाटील, प्रवीण एकनाथ पाटील,विकास एकनाथ पाटील,नितीन एकनाथ पाटील,चंद्रकांत जगन्नाथ पाटील,सुरेश जगन्नाथ पाटील,दत्तात्रय जगन्नाथ पाटील यांच्या तर्फे कु. मु. म्हणून मे.अरिस्टोन बिल्डर्सचे भागीदार संतोष समल वय:-53; पत्ता:-प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: -, ब्लॉक नं. -, रोड नं: बिल्डिंग नं. 1, वाईट लोटस कॅम्पस बिल्डिंग, इंद्रलोक, मीरा रोड पु. ता. जि. ठाणे , महाराष्ट्र, ठाणे. पिन कोड:-401107 पॅन नं:-ACAF5000E 2): नाव:-सुनंदा केसरीनाथ पाटील,शैलेश केसरीनाथ पाटील,कांचन केसरीनाथ पाटील,प्रफुल केसरीनाथ पाटील,दिलीप एकनाथ पाटील, प्रवीण एकनाथ पाटील,विकास एकनाथ पाटील,नितीन एकनाथ पाटील,चंद्रकांत जगन्नाथ पाटील,सुरेश जगन्नाथ पाटील,दत्तात्रय जगन्नाथ पाटील,यांच्यातर्फे कु.मु. म्हणून मे.अरिस्टोन बिल्डर्सचे भागीदार शंकर कुमार झा वय:-34; पत्ता:-प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: -, ब्लॉक नं. -, रोड नं: बिल्डिंग नं. 1, वाईट लोटस कॅम्पस बिल्डिंग, इंद्रलोक, मीरा रोड पु. ता. जि. ठाणे , महाराष्ट्र, ठाणे. पिन कोड:-401107 पॅन नं:-ACAF5000E 3): नाव:-सुनंदा केसरीनाथ पाटील,शैलेश केसरीनाथ पाटील,कांचन केसरीनाथ पाटील,प्रफुल केसरीनाथ पाटील,दिलीप एकनाथ पाटील, प्रवीण एकनाथ पाटील,विकास एकनाथ पाटील,नितीन एकनाथ पाटील,चंद्रकांत जगन्नाथ पाटील,सुरेश जगन्नाथ पाटील दत्तात्रय जगन्नाथ पाटील यांच्या तर्फे कु.मु. म्हणून मे.अरिस्टोन बिल्डर्सचे भागीदार ब्रिजेश देवनारायण सिंह वय:-46; पत्ता:-प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: -, ब्लॉक नं. -, रोड नं: बिल्डिंग नं. 1, वाईट लोटस कॅम्पस बिल्डिंग, इंद्रलोक, मीरा रोड पु. ता. जि. ठाणे , महाराष्ट्र, ठाणे. पिन कोड:-401107 पॅन नं:-ACAF5000E
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-मे.अरिस्टोन बिल्डर्सचे भागीदार संतोष समल -- वय:-53; पत्ता:-प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: -, ब्लॉक नं. -, रोड नं: बिल्डिंग नं. 1, वाईट लोटस कॅम्पस बिल्डिंग, इंद्रलोक, मीरा रोड पु. ता. जि. ठाणे , महाराष्ट्र, ठाणे. पिन कोड:-401107 पॅन नं:-ACAF5000E 2): नाव:-मे.अरिस्टोन बिल्डर्सचे भागीदार शंकर कुमार झा -- वय:-34; पत्ता:-प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: -, ब्लॉक नं. -, रोड नं: बिल्डिंग नं. 1, वाईट लोटस कॅम्पस बिल्डिंग, इंद्रलोक, मीरा रोड पु. ता. जि. ठाणे , महाराष्ट्र, ठाणे. पिन कोड:-401107 पॅन नं:-ACAF5000E 3): नाव:-मे.अरिस्टोन बिल्डर्सचे भागीदार ब्रिजेश देवनारायण सिंह -- वय:-46; पत्ता:-प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: -, ब्लॉक नं. -, रोड नं: बिल्डिंग नं. 1, वाईट लोटस कॅम्पस बिल्डिंग, इंद्रलोक, मीरा रोड पु. ता. जि. ठाणे , महाराष्ट्र, ठाणे. पिन कोड:-401107 पॅन नं:-ACAF5000E
(9) दस्तऐवज करून दिल्याचा दिनांक	04/05/2023
(10)दस्त नोंदणी केल्याचा दिनांक	15/05/2023
(11)अनुक्रमांक,खंड व पृष्ठ	8178/2023
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	15407000
(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.



Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	MS ARISTONE BUILDERS	eSBTR/Simple Receipt	69103332023050450849	MH001602998202324R	15407000.00	SD	0000854851202324	04/05/2023
2		DHC		0405202309014	1900	RF	0405202309014D	04/05/2023
3		DHC		0405202308956	2000	RF	0405202308956D	04/05/2023
4	MS ARISTONE BUILDERS	eSBTR/SimpleReceipt		MH001602998202324R	30000	RF	0000854851202324	04/05/2023

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]



सह. दुय्यम निबंधक वर्ग-२
ठाणे. क्र. ४

मूल्यांकनाचे वर्ष : 2023
 जिल्हा : ठाणे
 तालुका : तालुका : ठाणे
 उपमूल्य विभाग : 11/40-व्ही) भु-विभाग नवघर गावाच्या दक्षिण हद्दीपासून त्या गावातील सर्व मिळकती
 क्षेत्राचे नांव : Mira Bhaindar Municipal Corporation
 मिळकतीचा क्रमांक : सर्व्हे नंबर#100

वार्षिक मूल्य दर तक्त्यानुसार जमिनीचा दर

खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	मोजमापनाचे एकक
29950	98300	112300	120180	112300	चौ. मीटर

मिळकतीचे क्षेत्र 12560 चौ. मीटर Bulk Land

Reserved For Public Purpose 80% = 23960

Applicable Rules : ,30 ,16 ब

1. 500चौ. मीटर क्षेत्रासाठी वार्षिक मूल्य दरावर 100 % मूल्य दर =23960/-

500चौ. मीटर क्षेत्रासाठी मूल्य = 500 * 23960
 =11980000/-

2. 1500चौ. मीटर क्षेत्रासाठी वार्षिक मूल्य दरावर 90 % मूल्य दर =21564/-

1500चौ. मीटर क्षेत्रासाठी मूल्य = 1500 * 21564
 =32346000/-

3. 2000चौ. मीटर क्षेत्रासाठी वार्षिक मूल्य दरावर 80 % मूल्य दर =19168/-

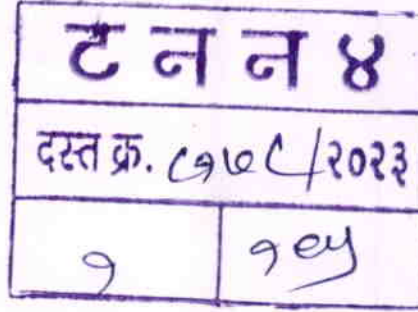
2000चौ. मीटर क्षेत्रासाठी मूल्य = 2000 * 19168
 =38336000/-

4. 6000चौ. मीटर क्षेत्रासाठी वार्षिक मूल्य दरावर 70 % मूल्य दर =16772 /-

6000चौ. मीटर क्षेत्रासाठी मूल्य = 6000 * 16772
 =100632000/-

5. 2560चौ. मीटर क्षेत्रासाठी वार्षिक मूल्य दरावर 60 % मूल्य दर =14376/-

2560चौ. मीटर क्षेत्रासाठी मूल्य = 2560 * 14376
 =36802560/-



जमिनीचे एकत्रित अंतिम मूल्य = मिळकतीचे क्षेत्र (1) मूल्य + मिळकतीचे क्षेत्र (2) मूल्य + मिळकतीचे क्षेत्र (3) मूल्य + मिळकतीचे क्षेत्र (4) मूल्य + मिळकतीचे क्षेत्र (5) मूल्य

=11980000+ 32346000 + 38336000 + 100632000 + 36802560

Rs. 220096560/-

= बावीस करोड शहाण्णव हजार पाच शें साठ /-

Home

Print

सह. मुख्यम निबंधक वर्ग-२
 ठाणे. क्र. ४



CHALLAN				
MTR Form Number - 6				
GRN NUMBER	MH001602998202324R	BARCODE	Form ID: IGRSR	Date: 04-05-2023 14:28:41
Department	IGR	Payee Details		
Receipt Type	RM	Dept ID (If Any)	IGR	
Office Name	IGR116-THN4, THANE NO 4 JOINT SUB REGISTRA	PAN No(If Applicable)	PAN-ACAF5000E	
Year	Period From: 04/05/2023 Period To: 31/03/2099	Full Name	MS ARISTONE BUILDERS	
Object	Amount	Flat Block No	NEW S NO 425	
0030046401-75	15407000	Premises/Bldg	HISSA NO 9 6	
0030063301-70	30000	Road/Street	NEW SNO 103	
	0		HISSA NO 2	
	0		NEW S NO 104	
	0	Area/Locality	HISSA NO 4 3	
	0	Town/City/District	VILLAGE NAVGHAR	
	0	Remarks(If Any)		
	0			
	0			
	0			
Total Amount	15437000			
Payment Details	IDBI Not Banking	FOR USE IN RECEIVING BANK		
Cheque/DD Details	6255833	Bank CIN No	69103332023050450849	
Cheque DD No		Date	04-05-2023 14:28:41	
Name of Bank	IDBI Bank	Bank-Branch		
Name of Branch	MIRAR ROAD EAST BRANCH	Scroll No		

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Shamers

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Data of Bank Receipt for GRN MH001602998202324R

Bank - IDBI BANK

Bank/Branch :
Pmt Txn id : 726256833 Simple Receipt
Pmt DtTime : 04/05/2023 14:28:41 Print DtTime :
ChallanIdNo : 69103332023050450849 GRAS GRN : MH001602998202324R
District : 1201 / THANE GRN Date : 04/05/2023 14:28:42
Office Name : IGR116 / THN4_THANE NO 4 JOINT SUB REGISTRAR

StDuty Schm : 0030046401-75/ Stamp Duty(Bank Portal)
StDuty Amt : Rs 1,54,07,000.00/- (Rs One Crore Fifty Four Lakh Seven Thousand 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 : 10,00,00,000.00/-
Prop Descr : NEW S NO 425,HISSA NO 9 6,NEW SNO 103 , NEW S NO 104,HISSA NO 4 3
: VILLAGE NAVGHAR,HISSA NO 2
: 401105
Duty Payer : PAN-ACAFA5000E MS ARISTONE BUILDERS
Other Party : DLN-- SUNANDA KESARINATH PATIL

Bank Scroll No : --
Bank Scroll Date : --
RBI Credit Date : --
Mobile Number : 919769299445

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userld	Defacement Amount
1	(iS)-76-8178	0000854851202324	04/05/2023-14:49:21	IGR116	30000.00
2	(iS)-76-8178	0000854851202324	04/05/2023-14:49:21	IGR116	15407000.00
Total Defacement Amount					1,54,37,000.00

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दस्त क्र. ८९८८ / २०२३	
३	९८५



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दस्त क्र. ८१७८/२०२३	
४	१८५



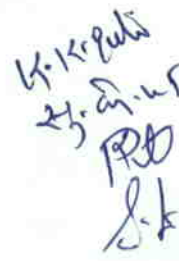
ट न न ४	
दस्त क्र. ८९८/२०२३	
५	९९५

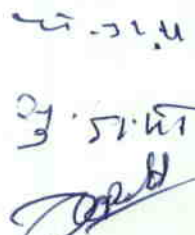


AGREEMENT

THIS AGREEMENT made and entered into at Bhayandar on this ५th day of May 2023 BETWEEN: 1) SMT. SUNANDA KESARINATH PATIL, adult, Occ: Agriculturist, residing at Jamuna Niwas, Near Datta Mandir, Village Navghar, Bhayander (East), Thane 401 105, having PAN No. ADVPP1422F and Aadhar Card No.8202 5673 9500, 2) SHRI SHAILESH KESARINATH PATIL, age 53 years, Occ: Agriculturist, residing at Jamuna Niwas, Near Datta Mandir, Village Navghar, Bhayander (East), Thane 401 105, having PAN No. ADVPP1423E and Aadhar Card No.7707 7310 7991, 3) SHRI KANCHAN KESARINATH PATIL, age 52 years, Occ: Agriculturist, residing at Jamuna Niwas, Navghar Old Talav, Near Datta Mandir, Bhayander (East), Thane - 401 105, having PAN No. AATPP6154D and Aadhar Card No. 4675 5979 5293, 4) SHRI PRAFUL KESARINATH PATIL, age 50 years, Occ: Agriculturist, residing at Jamuna Niwas, Near Datta Mandir,








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दस्त क्र. ८१७८/२०२३	
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Village Navghar, Bhayander (East), Thane 401 105, having PAN No. AATPP6157A and Aadhar Card No.6954 3724 2869, 5) SHRI DILIP EKNATH PATIL, age 53 years, Occ: Agriculturist, residing at Jamuna Niwas, Near Datta Mandir, Village Navghar, Bhayander (East), Thane 401 105, having PAN No. AWNPP6866C and Aadhar Card No. 7037 5277 284, 6) SHRI PRAVEEN EKNATH PATIL, age 51 years, Occ: Agriculturist, residing at Jamuna Niwas, Near Datta Mandir, Village Navghar, Bhayander (East), Thane 401 105, having PAN No. AWNPP6865B and Aadhar Card No.4821 0346 4861, 7) SHRI VIKAS EKNATH PATIL, age 49 years, Occ: Agriculturist, residing at Jamuna Niwas, Near Datta Mandir, Village Navghar, Bhayander (East), Thane 401 105, having PAN No. AWNPP6602Q and Aadhar Card No.7959 5565 2528, 8) SHRI NITIN EKNATH PATIL, age 42 years, Occ: Agriculturist, residing at Jamuna Niwas, Near Datta Mandir, Village Navghar, Bhayander (East), Thane 401 105, having PAN No. AWZPP0405F and Aadhar Card No.2896 6598 3206, 9) SHRI CHANDRAKANT JAGANANTH PATIL, age 77

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1. Shri Jagannath Pandurang Patil was the owner of the following land, situate, lying and being at Village Navghar, Bhayander (East), Taluka and District Thane, in the Registration District and Sub-District of Thane, now

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Taluka and District Thane.

Sr. No s.	Old Survey Nos.	New Survey Nos.	Hissa Nos.	Area in sq.meters	Pot Kharaba Area sq. mtrs..	Assess ment Rs.Ps.
1.	425	100	9	3710.00	250.00	0.20
2.	425	100	6	1010.00	80.00	0.61
3.	422	103	2	1720.00	50.00	0.10
4.	424	104	3	2830.00	80.00	1.50
5.	424	104	4	2830.00	00.00	0.80

(for short the land described in the foregoing table shall be hereinafter jointly and collectively referred to as the “**Said Property**”)

2. Shri Jagannath Pandurang Patil died intestate on 24th July, 1971 leaving behind his widow by name Smt. Budhibai Jagannath Patil, five sons namely Shri Kesarinath Jagannath Patil, Shri Eknath Jagannath Patil, Shri Chandrakant Jagannath Patil, Shri Dattatray Jagannath Patil, Shri Suresh Jagannath Patil, two daughters namely Smt. Neerabai Babaji Patil and Smt. Matibai Harishchandra Bhoir as his heirs and legal representatives entitled to the estate of the deceased including the said property.

By a Mutation Entry No. 4137, dated 12th November, 1979, the names of Smt. Budhibai Jagannath Patil, Shri Kesarinath Jagannath Patil, Shri Eknath Jagannath Patil, Shri Chandrakant Jagannath Patil, Shri Dattatray Jagannath Patil, Shri Suresh Jagannath Patil Smt. Neerabai Babaji Patil and Smt. Maltibai Harishchandra Bhoir came to be recorded in the 7/12 extract of the said property as the heirs of late Shri Jagannath Pandurang Patil.

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4. By a Mutation Entry No. 242, dated 1st May, 1990, the names of Smt. Budhibai Jagannath Patil, Shri Kesarinath Jagannath Patil, Shri Eknath Jagannath Patil, Shri Chandrakant Jagannath Patil, Shri Dattatray Jagannath Patil, Shri Suresh Jagannath Patil, Smt. Neerabai Babaji Patil and Smt. Maltibai Harishchandra Bhoir came to be recorded in the 7/12 extract of the said property as the heirs of late Shri Jagannath Pandurang Patil.
5. Smt. Neerabai Jagannath Patil died intestate in or about the year 1992 leaving behind two sons namely Shri Chintaman Babaji Patil, Shri Jaywant Babaji Patil and a daughter by name Smt. Bharti Ramesh Thakur as her heirs and legal representatives entitled to the undivided share of the deceased in the said property.
6. By executing a Deed of Release, dated 27th March, 1995 registered in the office of Sub-Registrar of Assurance at Thane under Sr.No.TNN-4/1671/1995 Smt. Maltibai Harishchandra Patil, Shri Chintaman Babaji Patil, Shri Jaywant Babaji Patil and Smt. Bharti Ramesh Thakur had released, relinquished and given up their undivided share in the said property in favour of Shri Kesarinath Jagannath Patil, Shri Eknath Jagannath Patil, Shri Chandrakant Jagannath Patil, Shri Dattatray Jagannath Patil, Shri Suresh Jagannath Patil
7. Smt. Budhibai Jagannath Patil died intestate on 30th March, 1997 leaving behind Shri Chandrakant Jagannath Patil, Shri Suresh Jagannath Patil, Shri Dattatray Jagannath Patil, being the Vendor Nos. 9 to 11 respectively, Shri Kesarinath Jagannath Patil (since deceased), Shri Eknath Jagannath Patil (since deceased), Smt. Maltibai Harishchandra Patil, two grandsons namely Shri Chintaman Babaji Patil, Shri Jaywant Babaji Patil and a grand daughter by name Smt. Bharti

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दस्तावेज १९७८ / १०२३	
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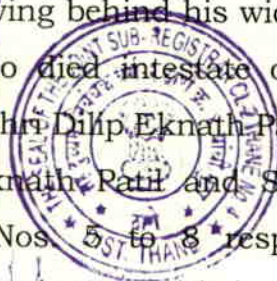
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Ramesh Thakur as her heirs and legal representatives entitled to the undivided share of the deceased in the said property.

8. By a Mutation Entry No. 537, dated 1st March, 2004, Shri Kesarinath Jagannath Patil, Shri Eknath Jagannath Patil, Shri Chandrakant Jagannath Patil, Shri Dattaray Jagannath Patil, Shri Suresh Jagannath Patil came to be recorded in the 7/12 extract of the said property as the heirs of late Smt. Budhibai Jagannath Patil.
9. Shri Kesarinath Jagannath Patil died intestate on 21st February, 2009 leaving behind his widow by name Smt. Sunanda Kesarinath Patil, three sons namely Shri Shailesh Kesarinath Patil, Shri Kanchan Kesarinath Patil and Shri Praful Kesarinath Patil, being the Vendor Nos.1 to 4 respectively as his heirs and legal representatives entitled to the undivided share of the deceased in the said property.

10. Shri Eknath Jagannath Patil died intestate on 19th June, 2014 leaving behind his widow by name Smt. Girjabai Eknath Patil, who died intestate on 22nd October, 2020, four sons namely Shri Dilip Eknath Patil, Shri Praveen Eknath Patil, Shri Vikas Eknath Patil and Shri Nitin Eknath Patil, being the Vendor Nos. 5 to 8 respectively as his heirs and legal representatives entitled to the undivided share of the deceased in the said property.

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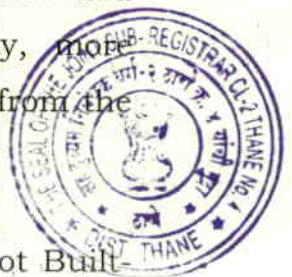


11. By a Mutation Entry No. 2053, dated 25th June, 2014, the names of Smt. Girjabai Eknath Patil, Shri Dilip Eknath Patil, Shri Praveen Eknath Patil, Shri Vikas Eknath Patil and Shri Nitin Eknath Patil came to be recorded in the 7/12 extract of the said property as the heirs of late Shri Eknath Jagannath Patil.

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- NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY
 AGREED BY AND BETWEEN THE PARTIES HERETO AS
 FOLLOWS :

- rights of the said proper
schedule hereunder written
दस्तावेज ८९७८ / २०२३
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- erty, the Developer shall al



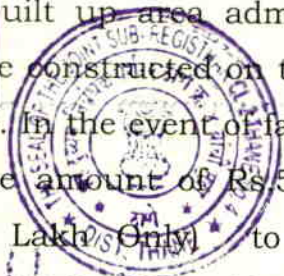
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area admeasuring 1,75,000 sq.feet in the buildings to be constructed by them in the layout of the said property.

3. In addition to the constructed built up area admeasuring 1,75,000 sq.feet in the buildings agreed to be allotted by the Developer to the Owners as stated in the foregoing Clause No. 2, simultaneous to the execution of these presents, the Developer shall keep security deposit of Rs.10,00,00,000/- (Rupees Ten Crore Only) with the Owners (the Owners doth hereby admit and acknowledge the receipt of the same by signing the Receipt Clause as hereunder). Provided further, the Owners shall be entitled to appropriate for themselves a sum of Rs.4,25,00,000/- (Rupees Four Crore Twenty-Five Lakh Only) of the total security amount of Rs.10,00,00,000/- (Rupees Ten Crore Only) and balance amount of Rs.5,75,00,000/- (Rupees Five Crore Seventy Five Lakh Only) shall be returned by the Owners to the Developer prior to 15 days of handing over quiet, vacant and peaceful possession of constructed built up area admeasuring 1,75,000 sq.feet in the buildings to be constructed on the said property and same shall be condition precedent for handing over the possession of the

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दस्त क्र. १७८/२०२३
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constructed built up area admeasuring 1,75,000 sq.feet in the buildings to be constructed on the said property by the Developer to the Owners. In the event of failure on the part of the Owners to return balance amount of Rs.5,75,00,000/- (Rupees Five Crore Seventy Five Lakh Only) to the Developer within the time stipulated hereinabove, the Developer shall be entitled to retain with them the constructed area of the flats/shops in the buildings to be constructed on the said property till the time the Owners return the balance amount of Rs.5,75,00,000/- (Rupees Five Crore Seventy Five Lakh Only) to the Developer with an interest at the rate of 18% per annum from the date of obtaining the occupation certificate from the Mira Bhayandar Municipal Corporation in respect of the building/s to be constructed by the Developer on the said property. In case of obtaining Part Occupation Certificate, the

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4. It is hereby agreed by the Owners that for a period of sixty months from the date of execution of these presents, they shall be under the obligation to make out clear marketable title of the said property at their own cost and expenses and thereafter, the Developer shall be solely responsible/liable to remove any defects in the title of the said property at its own cost and expenses and for which, the Owners shall not be liable to contribute any amount.

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6. The Developer hereby agree, confirm and place on record that it shall be their sole responsibility to obtain the Part Occupation Certificate in respect of the commercial premises agreed to be allotted by the Developer in the building to be constructed on the said property subject to the conditions as per prevailing rules and regulations as mentioned in Unified Development Control and Promotion and Regulation as amended from time to time.

7. The Developer hereby agree, confirm and place on record that it shall be their sole responsibility to obtain the necessary

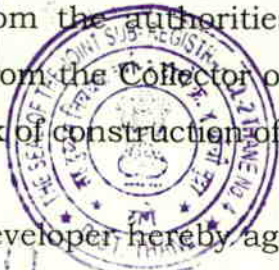
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permissions and sanctions for constructing the buildings on the said property at its own cost and expenses and under no circumstances, the Owners shall be liable to reimburse the cost of obtaining the permissions and sanctions for constructing the buildings on the said property to the Developer.

8. It is mutually agreed by and between the parties hereto that in the event of failure of the Developer to hand over the possession 1,75,000 sq. feet built up constructed area in the buildings to the Owners within the time as stipulated in the foregoing Clause No. 2 and 3, the Developer shall be liable to pay the monthly compensation of Rs. 5,00,000/- (Rupees Five Lakh Only) to the Owners in respect of the flats/shops of their share in the building/s to be constructed on the said property and same shall be paid by the Developer to the Owners on 5th day of each month after expiry of 18 months from the date hereof till the time they handover the possession of the flats/shops to the Owners in the buildings to be constructed on the said property.

9. The Developer hereby agree and undertake that at its own cost and expenses they shall obtain all the permissions and sanctions from the authorities concerned and including the N.A. permission from the Collector of Thane as to enable them to proceed with the work of construction of the buildings on the said property.

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दस्त क्र. १९६/२०२२	
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10. The Developer hereby agree and undertake to make available additional F.S.I. on the said property if feasible on or before obtaining the revised sanction plan of the buildings to be constructed on the said property by them. Provided further, all the cost and expenses for obtaining the F.S.I. shall be borne and paid by the Developer. Provided further that if the Developer obtains additional F.S.I on the said property then in that case the Developer shall give the constructed area proportionately to the Owners and same shall be at free of cost.

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11. It is mutually agreed by and between the parties hereto that the purchasers of flats/shops in the said building shall be entitled to avail the loan against the flats/shops agreed to be purchased by them in the buildings to be constructed at their own risk and consequences. Provided further, the Owners and the Developer shall render their co-operation to the respective purchasers of flats/shops in the building/s to be constructed to make available loan from any financial institutions subject to the condition that all the cost and expenses shall be borne by the respective purchasers of flats/shops in the buildings to be constructed on the said property.

12. The Owners hereby place on record that title to the said property is clear, marketable and free from all encumbrances and it shall be the sole responsibility of the Owners to protect the title of the said property at their cost and expenses till the time completion of the construction of the buildings on the said property.

13. The Owners hereby agrees to make available right of way/ means of access to approach the said property at their own cost and expenses. Provided further, it shall be the sole responsibility of the Developer/Society of the flats/shops purchasers in the building/s to be constructed on the said property to maintain right of way/ means of access in repair condition and that too at their own cost and expenses.

14. The parties hereto agree that they shall comply with the provisions of RERA while disposing off their respective premises in the buildings to be constructed on the said property to the intending purchasers thereof.

15. The Developer hereby agree and undertake that they shall give consent/writing and/or any other documents to the Owners so as to enable them to sell their tenements comprising

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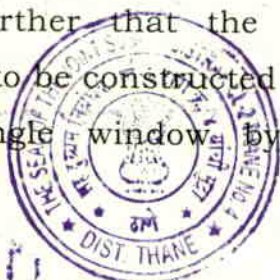
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1,75,000 sq.feet built up in the buildings to be constructed by them on the said property to the prospective purchasers and that too at free of cost. The society charges, expenses and maintenance charges which will be provided in the agreement for sale shall be same for the Developer as well as the Owners and there shall be no discrepancy to that effect. Provided further that out of all the society charges which will be collected by the Owners from such purchasers of tenements comprising the 1,75,000 sq.feet built up in the buildings to be constructed by them on the said property, the Owners shall handover the Share Money, House Tax, Electricity Meter Charges, Maintenance Charges, Water Connection Charges and charges required for formation of the society together with GST to be collected by the Owners from the respective purchasers of flats to the Developer.

16. The parties hereto hereby agree and undertake to sell the flats/shops and other premises in the building to be constructed on the said property to the intending purchasers thereof at the price mutually agreed by and between them and they shall not increase or decrease the price of the flats/shops in the buildings to be constructed on the said property.

Provided further that the sale of the flats/shops in the building/s to be constructed on the said property shall be done through single window by the sales department of the Developer.

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17. The parties hereto agree to fix the saleable area of the flats/shops and other premises in the building/s to be constructed on the said property as to enable them to dispose off their respective flats and other premises to the intending purchasers thereof.

18. The parties hereto agree and confirm that the carpet area of the flats and other premises shall include area covered under

- 12 -

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flower bed, cupboard, staircase, stilt parking, dry area and such other areas covered under the buildings to be constructed by the Developer on the said property as defined under the provisions of Maharashtra Real Estate (Regulation and Development) Act, 2016 read with Maharashtra Rules, 2017.

19. It is mutually agreed between the parties hereto that it shall be the responsibility of the Developer and the Owners to comply with the provisions of Maharashtra Real Estate (Regulation and Development) Act, 2016 read with Maharashtra Rules, 2017 and under no circumstances, none of the parties shall be held responsible for any breach or violation made by the other while selling the said property. It is further agreed between the parties hereto that the flats/shops and other premises in the building to be constructed on the said property shall be sold by the parties hereto by executing the agreements as contemplated under the provisions of Real Estate (Regulation and Development) Act, 2016 read with Maharashtra Rules, 2017.

20. The Developer hereby agree and undertake that they shall not violate the sanction plan of the building/s and further agree and undertake to construct the building/s strictly as per the approved plan.

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21. The Developer hereby agree, confirm and place on record that they shall pay the Conversion Tax and N.A. Tax to the Government in respect of the said property. The Developer shall be liable to pay Land Revenue to the Government including Open Land Tax to the Mira Bhayandar Municipal Corporation in respect of the said property. The Developer shall also be liable to pay tree cutting charges and/or such other charges for planting the trees on the said property. The Developer shall be liable to pay the applicable GST in respect of the flats in the buildings to be constructed thereof

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