

76/10235

पावती

Original/Duplicate

Tuesday, June 06, 2023

नोंदणी क्र.: 39म

12:21 PM

Regn.: 39M

पावती क्र.: 11568 दिनांक: 06/06/2023

गावाचे नाव: नवघर

दस्तऐवजाचा अनुक्रमांक: टनन4-10235-2023

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: मे.अॅरीस्टोन बिल्डर्सचे भागीदार संतोष सामल - -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1500.00

पृष्ठांची संख्या: 75

एकूण:

रु. 31500.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे
12:38 PM ह्या वेळेस मिळेल.

Joint Sub Registrar, Thane 4

वाजार मुल्य: रु.36913500/-

मोबदला रु.8000000/-

भरलेले मुद्रांक शुल्क : रु. 2584000/-

सह. मुख्य निबंधक
ठाणे. क्र. ४

1) देयकाचा प्रकार: DHC रक्कम: रु.1500/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0606202303568 दिनांक: 06/06/2023

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH003126337202324R दिनांक: 06/06/2023

बँकेचे नाव व पत्ता: IDBI

मूळ दस्तऐवज परत मिळाला

76/10235

इतर

पावती

Original/Duplicate

Monday, 12 June 2023

12:44 PM

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 12019 दिनांक: 12/06/2023

गावाचे नाव: -नवघर

दस्तऐवजाचा अनुक्रमांक: टनन4-10235-2023

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: मे.अॅरीस्टोन बिल्डर्सचे भागीदार संतोष सामल - -
वर्णन

दस्त हाताळणी फी

रु. 80.00

पृष्ठांची संख्या: 4

एकूण:

रु. 80.00

Joint Sub Registrar, Thane 4

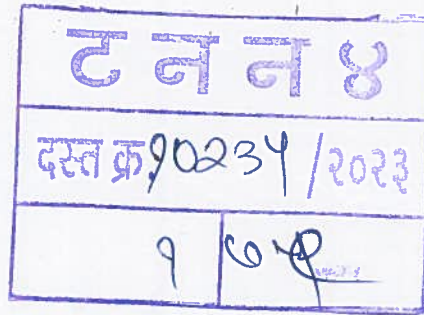
1); देयकाचा प्रकार: DHC रक्कम: रु.80/- सह. मुख्य निबंधक वर्ग-२
डीडी/धनादेश/पे ऑर्डर क्रमांक: 1206202304679 दिनांक: 12/06/2023
बँकेचे नाव व पत्ता: ठाणे. क्र. ४

मूल्यांकन पत्रक (शहरी क्षेत्र-खुली जमीन)					
Valuation ID : 202306052039				05 June 2023, 11:55:34 AM	
मूल्यांकनाचे वर्ष :		2023			
जिल्हा :		ठाणे			
तालुका :		तालुका : ठाणे			
उपमूल्य विभाग :		11/40-वही 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		1040 चौ. मीटर		Bulk Land	
Applicable Rules :				,16 ब	
1. 500चौ. मीटर क्षेत्रासाठी वार्षिक मूल्य दरावर 100 % मूल्य दर =29950/- 500चौ. मीटर क्षेत्रासाठी मूल्य = 500 * 29950 =14975000/- 2. 540चौ. मीटर क्षेत्रासाठी वार्षिक मूल्य दरावर 90 % मूल्य दर =26955/- 540चौ. मीटर क्षेत्रासाठी मूल्य = 540 * 26955 =14555700/- जमिनीचे एकत्रित अंतिम मूल्य = मिळकतीचे क्षेत्र (1) मूल्य + मिळकतीचे क्षेत्र (2) मूल्य =14975000 + 14555700 = Rs.29530700/- = □ दोन करोड पंच्याणव लाख तीस हजार सात शे /- + 25% 38893304/-					

Home

Print

सह. दुय्यम निबंधक वर्ग-२
ठाणे. क्र. ४



CHALLAN				
MTR Form Number - 6				
GRN NUMBER	MH003126337202324R	BARCODE	Form ID IGRSR	Date 06-06-2023 11 32 14
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-ACAFA5000E	
Year	Period From: 06/06/2023 Period To: 31/03/2099	Full Name :	MS ARISTONE BUILDERS	
Object	Amount	Flat Block No :	SURVEY NO 100	
0030046401-75	2584000	Premises/Bldg :	HISSA NO 10	
0030063301-70	30000	Road/Street :	AND	
	0		OTHERS	
	0		NAVGHAR	
	0		BHAYANDER EAST	
	0		THANE	
	0			
	0			
	0			
	0			
Total Amount	2614000			
Payment Details	IDBI Net Banking	FOR USE IN RECEIVING BANK		
Payment ID :	727634887			
Cheque-DD Details		Bank CIN No :	69103332023060650265	
Cheque DD No :		Date :	06-06-2023 11 32 14	
Name of Bank :	IDBI Bank	Bank-Branch :		
Name of Branch :	MIRA ROAD EAST	Scroll No :		

A 25/7/23

Reddy Reddy

Chadambur

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Shanwar



Data of Bank Receipt for GRN MH003126337202324R

Bank - IDBI BANK

Bank/Branch :
Pmt Txn id : 727534887 Simple Receipt
Pmt DtTime : 06/06/2023 11:32:14 Print DtTime :
ChallanIdNo : 69103332023060650265 GRAS GRN : MH003126337202324R
District : 1201 / THANE GRN Date : 06/06/2023 11:32:15
Office Name : IGR116 / THN4_THANE NO 4 JOINT SUB REGISTRA

StDuty Schm : 0030046401-75/ Stamp Duty(Bank Portal)
StDuty Amt : Rs 25,84,000.00/- (Rs Twenty Five Lakh Eighty Four 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 : 80,00,000.00/-
Prop Descr : SURVEY NO 100,HISSA NO 10,AND , NAVGHAR,BHAYANDER EAST
: THANE,OTHERS
: 401105

Duty Payer : PAN-ACAFA5000E MS ARISTONE BUILDERS
Other Party : PAN-AAVPR8239D BHASKAR R REDDY

Bank Scroll No : --
Bank Scroll Date : --
RBI Credit Date : --
Mobile Number : 919892951714

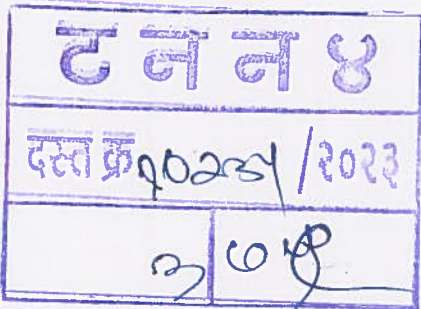


Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userld	Defacement Amount
1	(IS)-76-10235	0001657204202324	06/06/2023-12 21:08	IGR116	30000.00
2	(IS)-76-10235	0001657204202324	06/06/2023-12 21:08	IGR116	2584000.00
Total Defacement Amount					26,14,000.00

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AGREEMENT

THIS AGREEMENT FOR DEVELOPMENT is made at Bhayandar on this 6th day of JUNE, 2023 BETWEEN : (1) SHRI BHASKAR R. REDDY alias APPIDI BHASKAR REDDY, age 72 years, , having office at G/1, Girnar Apartment, Plot No. 62, Govind Nagar, Near MCF Club, Borivali (West), Mumbai 400 092, having PAN No. AAVPR8239D and Aadhar Card No. 366334316456, hereinafter referred to as "the Co-Owner No.1", (2) SHRI DHARMENDRA BHASKAR REDDY alias APPIDI DHARMENDRA REDDY, age 47 years, having office at G/1, Girnar Apartment, Plot No. 62, Govind Nagar, Near MCF Club, Borivali (West), Mumbai 400 092, having PAN No. AAFPR3596P and Aadhar Card No. 366362856782, hereinafter referred to as "the Co-Owner No.2", (3) SHRI SRINIVAS BHASKAR REDDY alias APPIDI SRINIVAS REDDY age 49 years, having office at G/1, Girnar Apartment, Plot No. 62, Govind Nagar, Near MCF Club, Borivali (West), Mumbai 400 092, having PAN No. AABPR1751N and Aadhar Card No. 906117483746 hereinafter referred to as "the Co-Owner No.3" and (4) SHRI CHANDRASHEKAR K. LIMYE, age 57 years, residing at Flat No.3303, Mayfair Greens, Poisar Village, Kandivali (W), Mumbai-4000067, having PAN No. ABFPL1043A and Aadhar Card No.7000 5936 6187, hereinafter referred to as "the Co-Owner No.4".

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The Co-Owner No.1, the Co-owner No.2, the Co-Owner No.3 and the Co-Owner No.4, hereinafter jointly and collectively referred to as "OWNERS" (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include their respective heirs, executors, administrators and assigns) of the FIRST PART;

AND

M/s. ARISTONE BUILDERS a partnership firm having its office at Office no 141/142, Vasudev Sky High, Opp Commissioner Bungalow, Mira Road (East), Thane – 401 107, through its partners 1) SHRI SANTOSH SAMAL having PAN No.AJXPS1288A, 2) SHRI SHANKAR KUMAR JHA having PAN No. AIMPJ4418K and 3) SHRI BRIJESH DEVNARAYAN SINGH having PAN No. BTGPS4887R, hereinafter collectively referred to as the "DEVELOPER/S" (which expression shall unless it be repugnant to the context or meaning thereof shall be deem to mean and include the firm and its partner or partners from time to time and their respective heirs, executors, administrators and assigns) of the OTHER PART.

WHEREAS

FIRST PROPERTY:

1. Shri Kashinath Dama Patil was the owner of land bearing Old Survey No.425, New Survey No. 100, Hissa No. 10, admeasuring 530 sq.meters, situate, lying and being at Village Navghar, Taluka and District Thane, in the Registration District and Sub-District of Thane, now within the limits of Mira Bhayandar Municipal Corporation (for short hereinafter referred to as the "**First Property**").

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2. By a registered Deed of Conveyance, dated 3rd June, 1969, Shri Kashinath Dama Patil had sold, transferred and conveyed the first property to Shri Mahadev Harishchandra Patil for the consideration mentioned therein.

- 2 -

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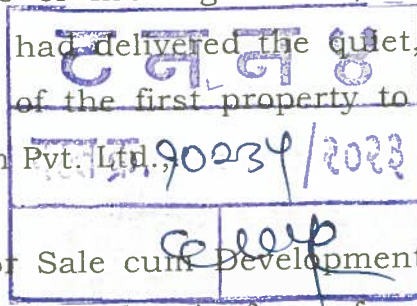
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3. By a Mutation Entry No. 3484, dated 11th June, 1975, the name of Shri Mahadev Harishchandra Patil came to be recorded in the 7/12 extract of the first property as the owner/occupant thereof.
4. By an Agreement, dated 10th December, 1992 (for short hereinafter referred to as the **"First Agreement"**) Shri Mahadev Harishchandra Patil had agreed to sell and assign the development rights of the first property to M/s. Harsh Unique Gruh Nirman Pvt. Ltd., at the price and on the terms and conditions stipulated therein.
5. In pursuance of first agreement, Shri Mahadev Harishchandra Patil had executed a General Power of Attorney of even date in favour of Directors of M/s. Harsh Unique Gruh Nirman Pvt. Ltd., conferring upon them several powers inter-alia power to sell and/or assign the development rights of the first property to the person or persons of their choice including power to execute a deed of conveyance and/or any other instruments in favour of the ultimate transferee thereof and to lodge the same for registration in the office of Sub-Registrar of Assurance and to admit the execution thereof before the Sub-Registrar of Assurance.
6. In part performance of first agreement, Shri Mahadev Harishchandra Patil had delivered the quiet, vacant and peaceful possession of the first property to M/s. Harsh Unique Gruh Nirman Pvt. Ltd.
7. By an Agreement for Sale cum Development, dated 10th January, 1998 (for short hereinafter referred to as the **"Second Agreement"**) M/s. Harsh Unique Gruh Nirman Pvt. Ltd., had agreed to sell, assign and transfer its right, title and interest in the first property to M/s. Kanakia



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Properties Pvt. Ltd., at the price and on the terms and conditions stipulated therein.

8. In pursuance of second agreement, M/s. Harsh Unique Gruh Nirman Pvt. Ltd., had executed a General Power of Attorney of even date in favour of the Directors of M/s. Kanakia Properties Pvt. Ltd., conferring upon them several powers inter-alia power to sell the first property to the person or persons of their choice including power to execute a deed of conveyance and/or any other instruments in favour of the ultimate transferee thereof and to lodge the same for registration in the office of Sub-Registrar of Assurance and to admit the execution thereof before the Sub-Registrar of Assurance.
9. On receipt of entire consideration, M/s. Harsh Unique Gruh Nirman Pvt. Ltd., had delivered the quiet, vacant and peaceful possession of the first property to M/s. Kanakia Properties Pvt. Ltd.,.
10. M/s. Kanakia Properties Pvt. Ltd., had filed Company Petition No. 258 of 2007 read with Company Application No. 360 of 2007 to merge and amalgamate M/s. Kanakia Properties Pvt. Ltd., and M/s. Kanakia Construction Co. Pvt. Ltd.,.

11. By virtue of an Order, dated 22nd June, 2007 passed by the Hon'ble High Court of Judicature at Bombay in Company Petition No. 258 of 2007 read with Company Application No. 360 of 2007, M/s. Kanakia Properties Pvt. Ltd., came to be merged with M/s. Kanakia Construction Co. Pvt. Ltd., and accordingly, the first property vested in M/s. Kanakia Spaces Pvt. Ltd.,.

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12. By an Order, dated 14th September, 2007 the Registrar of Companies had re-incorporated M/s. Kanakia

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Chandrasekar
Shankar

Construction Co. Pvt. Ltd., as M/s. Kanakia Spaces Pvt. Ltd., and thereupon, the first property vested in M/s. Kanakia Spaces Pvt. Ltd.,.

13. By a Development Agreement, dated 27th September, 2009, M/s. Kanakia Spaces Pvt. Ltd., had agreed to sell, assign and transfer all its right, title and interest including the development rights of first property to M/s. Sadguru Construction at the price and on the terms and conditions stipulated therein.

14. In pursuance of Development Agreement, dated 27th September, 2009, M/s. Kanakia Spaces Pvt. Ltd., had executed a two power of attorneys viz. General Power of Attorney, dated 27th September, 2009 and General Power of Attorney, dated 16th March, 2010, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-7/02354/2010 in favour of partners of M/s. Sadguru Construction conferring upon them several powers inter-alia power to sell the first property to the person or persons of their choice including power to execute a deed of conveyance and/or any other instruments in favour of the ultimate transferee thereof and to lodge the same for registration in the office of Sub-Registrar of Assurance and to admit the execution thereof before the Sub-Registrar of Assurance.

15. By an Agreement for Sale, dated 19th September 2011 (for short hereinafter referred to as the **"Third Agreement"**) M/s. Sadguru Construction had agreed to sell the first property to Owners and Shri Deepak Kishore Ambani at the price and on the terms and conditions stipulated therein.

16. In pursuance of the third agreement, the partners of M/s. Sadguru Construction had executed a General Power of Attorney, dated 19th September 2011 in favour of Owners

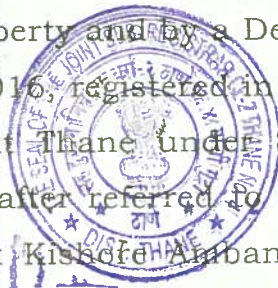
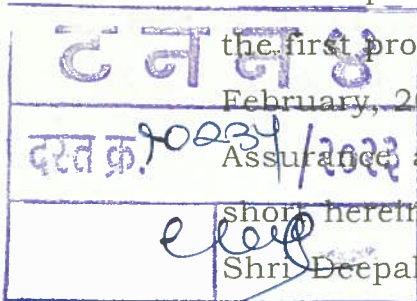
7.10.2011
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and Shri Deepak Kishore Ambani conferring upon them several powers inter-alia power to sell the first property to the person or persons of their choice including power to execute a deed of conveyance and/or any other instruments in favour of the ultimate transferee thereof and to lodge the same for registration in the office of Sub-Registrar of Assurance and to admit the execution thereof before the Sub-Registrar of Assurance.

17. By a Deed of Conveyance, dated 19th September, 2011, registered in the office of Sub-Registrar of Assurance at Thane under Sr.No.TNN- 4/7370/2011 (for short hereinafter referred to as the **"First Sale Deed"**) Shri Mahadev Harishchandra Patil, Smt. Damyanti Mahadev Patil, Shri Kundan Mahadev Patil, Shri Gunwant Mahadev Patil, Smt. Pooja Pradeep Patil, Smt. Rekha Kundan Patil, Smt. Rashmi Gunwant Patil and Smt. Harshika Dhanraj Patil with the consent and confirmation of M/s. Sadguru Construction had sold, transferred and conveyed the first property to the (1) SHRI DHARMENDRA BHASKAR REDDY alias APPIDI DHARMENDRA REDDY i.e. the Co-Owner No.2 herein, (2) SHRI SRINIVAS BHASKAR REDDY alias APPIDI SRINIVAS REDDY i.e. the Co-Owner No.3 herein, (3) SHRI CHANDRASHEKAR K. LIMYE i.e. the Co-Owner No.4 and (4) Shri Deepak Kishore Ambani for the consideration mentioned therein.

18. Shri Deepak Kishore Ambani had 25% undivided share in the first property and by a Deed of Conveyance, dated 25th February, 2016, registered in the office of Sub-Registrar of Assurance at Thane under Sr.No.TNN-7/2341/2016 (for short hereinafter referred to as the **"Second Sale Deed"**) Shri Deepak Kishore Ambani had sold, transferred and conveyed his 25% undivided share in the first property to the SHRI BHASKAR R. REDDY alias APPIDI BHASKAR



A. Ambani
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REDDY i.e. the Co-Owner No.1 herein for the consideration mentioned therein.

19. In the manner aforesaid the Owners abovenamed are seized, possessed and/or well and sufficiently entitled for the said first property and accordingly their names appear in the Land Records i.e. 7/12 extract of the said first property under Mutation Entry No.3165 as owners of the said first property.
20. In the 7/12 extract of the first property, the name of the Estate Investment Co., Pvt. Ltd., was appearing as a Superior Holder and accordingly, the Estate Investment Co., Pvt. Ltd., has given up its right, title, interest and claim in respect of the first property by issuing a Letter Ref. No. EI/NOC/1881/2021, dated 11th November, 2021 to the Owners herein and accordingly, the name of the Estate Investment Co., Pvt. Ltd., came to be removed from the 7/12 extract of the first property vide a Mutation Entry No. 3122, dated 27th October, 2022.

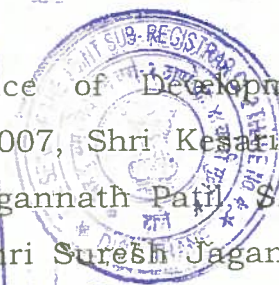
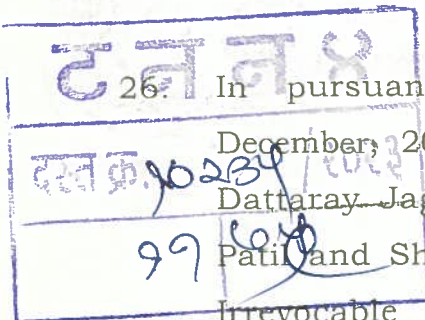
SECOND PROPERTY:

21. Shri Jagannath Patil was the sole owner of land bearing Old Survey No. 425, New Survey No. 100, Hissa No. 11, admeasuring 510 sq.meters, situate, lying and being at Village Navghar, Taluka and District Thane, in the Registration District and Sub-District of Thane, now within the limits of Mira Bhayandar Municipal Corporation (for short hereinafter referred to as the "Second Property")
22. Shri Jagannath Patil died intestate leaving behind him Shri Kesarinath Jagannath Patil, Shri Eknath Jagannath Patil, Shri Dattaray Jagannath Patil, Shri Chandrakant Jagannath Patil and Shri Suresh Jagannath Patil as his

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heirs and legal representatives entitled to the estate of the deceased including second property.

23. Shri Eknath Jagannath Patil died intestate leaving behind his widow by name Smt. Girjabai Eknath Patil , four sons namely Shri Dilip Eknath Patil, Shri Pravin Eknath Patil, Shri Vikas Eknath Patil and Shri Nitin Eknath Patil as his heirs and legal representatives entitled to the undivided share of the deceased in the second property.
24. By a Development Agreement, dated 31st December, 2007, Shri Kesarinath Jagannath Patil, Shri Dattaray Jagannath Patil, Shri Chandrakant Jagannath Patil and Shri Suresh Jagannath Patil had agreed to grant the development rights of the second property to M/s. Kanakia Properties Pvt. Ltd., whose name later on came to be changed as M/s. Kanakia Spaces Pvt. Ltd., vide an Order, dated 22nd June, 2007 passed by the Hon'ble High Court of Judicature at Bombay in Company Petition No. 258 of 2007 read with Company Application No. 360 of 2007 at the price and on the terms and conditions stipulated therein.
25. In part performance of Development Agreement, dated 31st December, 2007, Shri Kesarinath Jagannath Patil, Shri Dattaray Jagannath Patil, Shri Chandrakant Jagannath Patil and Shri Suresh Jagannath Patil had delivered the quiet, vacant and peaceful possession of the second property to M/s. Kanakia Spaces Pvt. Ltd.,.



26. In pursuance of Development Agreement, dated 31st December, 2007, Shri Kesarinath Jagannath Patil, Shri Dattaray Jagannath Patil, Shri Chandrakant Jagannath Patil and Shri Suresh Jagannath Patil had executed an Irrevocable General Power of Attorney, dated 31st December, 2007 in favour of the Directors of M/s. Kanakia Spaces Pvt. Ltd., conferring upon them several powers

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inter-alia power to sell the second property to the person or persons of their choice including power to execute a deed of conveyance and/or any other instruments in favour of the ultimate transferee thereof and to lodge the same for registration in the office of Sub-Registrar of Assurance and to admit the execution thereof before the Sub-Registrar of Assurance.

27. By executing a Deed of Confirmation, dated 26th August, 2008, registered in the office of Sub-Registrar of Assurance at Thane under Sr.No.TNN- 4/7192/2008, Shri Kesarinath Jagannath Patil, Shri Dattaray Jagannath Patil, Shri Chandrakant Jagannath Patil and Shri Suresh Jagannath Patil and M/s. Kanakia Spaces Pvt. Ltd., had confirmed and ratify the execution of Development Agreement, dated 31st December, 2007 executed by and between the parties thereto in respect of the second property.

28. By executing a Declaration cum Confirmation, dated 26th August, 2008, registered in the office of Sub-Registrar of Assurance at Thane under Sr.No.TNN- 4/7193/2008, Shri Kesarinath Jagannath Patil, Shri Dattaray Jagannath Patil, Shri Chandrakant Jagannath Patil and Shri Suresh Jagannath Patil and M/s. Kanakia Spaces Pvt. Ltd., had confirmed Irrevocable General Power of Attorney, dated 31st December, 2007 executed by them in favour of M/s. Kanakia Spaces Pvt. Ltd.

29. By an Agreement, dated 27th September, 2009, registered in the office of Sub-Registrar of Assurance at Thane under Sr.No.TNN-7/7010/2009 (for short hereinafter referred to as the "**Fourth Agreement**") M/s. Kanakia Spaces Pvt. Ltd., had agreed to sell, assign and transfer all its right, title and interest in respect of second property to M/s. Sadguru

ट न न ४
दस्तावेज क्र १०२३५/२०२३
१२/१०/२०१९



A. S. ...
Reddy
Reddy
Chandrababu

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B. S. ...

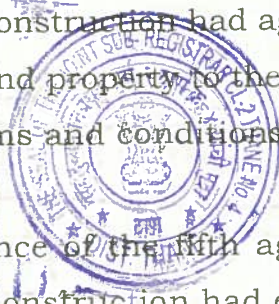
Construction at the price and on the terms and conditions stipulated therein.

30. In pursuance of fourth agreement, the Director of M/s. Kanakia Spaces Pvt. Ltd., had executed a two distinct General Power of Attorney, dated 27th September, 2009 and General Power of Attorney, dated 16th March, 2010, registered in the office of Sub-Registrar of Assurance at Thane under Sr.No.TNN-7/2394/2010 in favour of partners of M/s. Sadguru Construction conferring upon them several powers inter-alia power to sell the second property to the person or persons of their choice including power to execute a deed of conveyance and/or any other instruments in favour of the ultimate transferee thereof and to lodge the same for registration in the office of Sub-Registrar of Assurance and to admit the execution thereof before the Sub-Registrar of Assurance.

31. In part performance of fourth agreement, M/s. Kanakia Spaces Pvt. Ltd., had delivered quiet, vacant and peaceful possession of the second property to M/s. Sadguru Construction.

32. By an Agreement for Sale, dated 15th October, 2012 (for short hereinafter referred to as the **"Fifth Agreement"**) M/s. Sadguru Construction had agreed to sell, assign and transfer of the second property to the Owners herein at the price and on the terms and conditions stipulated therein.

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दस्तक्र. १०२३१/२०१२	
१३३	



33. In pursuance of the fifth agreement, the partners of M/s. Sadguru Construction had executed an Irrevocable General Power of Attorney of even date in favour of the Owners herein conferring upon them several powers inter-alia power to sell the second property to the person or persons of their choice including power to execute a deed of conveyance

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and/or any other instruments in favour of the ultimate transferee thereof and to lodge the same for registration in the office of Sub-Registrar of Assurance and to admit the execution thereof before the Sub-Registrar of Assurance .

34. By a Deed of Conveyance, dated 4th August, 2016, registered in the office of Sub-Registrar of Assurance at Thane under Sr.No.TNN-4/3669/2016 (for short hereinafter referred to as the **"Third Sale Deed"**) Shri Shailesh Kesarinath Patil, Smt. Kanchan Kesarinath Patil, Shri Praful Kesarinath Patil, Sunanda Kesarinath Patil, Smt. Girjabai Eknath Patil , Shri Dilip Eknath Patil, Shri Pravin Eknath Patil, Shri Vikas Eknath Patil and Shri Nitin Eknath Patil, Shri Dattaray Jagannath Patil, Shri Chandrakant Jagannath Patil and Shri Suresh Jagannath Patil with the consent and confirmation of M/s. Sadguru Construction had sold, transferred and conveyed the second property to the Owners herein for the consideration mentioned therein.

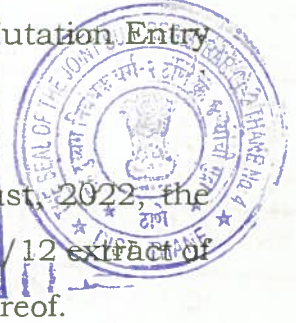
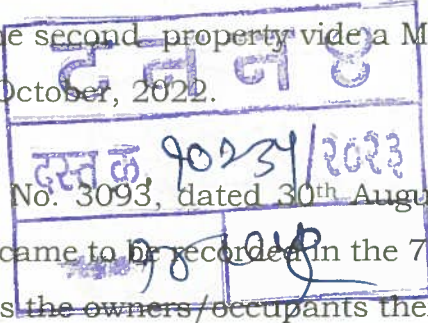
35. In the 7/12 extract of the second property, the name of the Estate Investment Co., Pvt. Ltd., was appearing as a Superior Holder and accordingly, the Estate Investment Co., Pvt. Ltd., has given up its right, title, interest and claim in respect of the second property by issuing a Letter Ref. No. EI/NOC/1882/2021, dated 11th November, 2021 to the Owners herein and accordingly, the name of the Estate Investment Co., Pvt. Ltd., came to be removed from the 7/12 extract of the second property vide a Mutation Entry No. 3122, dated 27th October, 2022.

36. By a Mutation Entry No. 3093, dated 30th August, 2022, the names of the Owners came to be recorded in the 7/12 extract of the second property as the owners/occupants thereof.

37. By an Order No. ULC/TA/ATP/Section-20/SR-1220/316/2021, dated 24th May, 2021, the Addl. Collector and

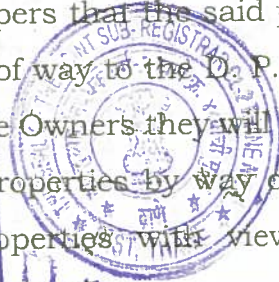
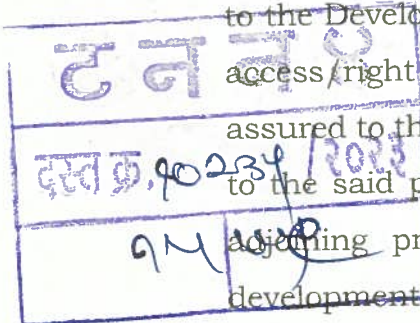
H. M. M. M. M.
Bedder
Bedder
Chandrasen

Shamir
R. M.



Competent Authority, Thane had granted permission under Section 20 of the Urban Land (Ceiling and Regulation) Act, 1976 to develop the property.

38. By an Order No.Revenue/K-1/T-2/Land/KV/606/2021/SR-124/2021, dated 14th December, 2021, the Tahsildar of Thane has assessed the first and second property for non-agricultural use.
39. In the premises aforesaid, the Owners are absolutely seized and possessed off and/or otherwise well and sufficiently entitled to first and second property, more particularly described in the Schedule hereunder written and shown and surrounded by GREEN colour on the Survey Plan No. BMBN/A.T/H.K/M.R.No. 11088/2023, dated 30th January, 2023. For the brevity sake, the first and second property shall be hereinafter jointly and collectively referred to as the "**Said Property**".
40. The Developers are the builders and developers by profession and the Developers have approached to the Owners with a proposal to develop the said properties by amalgamating the same with the adjoining properties bearing old survey no :- 425/9,425/6,422/2,424/3,424/4, New Survey no:- 100/9,100/6,103/2,104/3,104/4 which the Developer have entered into Development Agreement Dated 4th May 2023 Registered in the office of Sub-Registrar of Assurance at Thane under Sr.no.TNN4/8178/2023 Dated 15th May 2023, and the Owners have narrated the facts and status of the said properties to the Developers that the said properties are not having direct access/right of way to the D. P. Road and the Developers have assured to the Owners they will manage the access/right of way to the said properties by way of amalgamating the same with adjoining properties with view to prepare a single layout development plan for construction of various buildings on the properties and relying upon the assurances of the Developers the Owners have agreed to assign and transfer the development



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rights of the said properties upon area sharing basis for the considerations and on the terms and conditions agreed between the parties hereto, hence these presents.

41. The Owners have agreed to grant development rights of the said property, more particularly described in the Schedule hereunder written to the Developer and the Developer has agreed to purchase and acquire the development rights of the said property on constructed area sharing basis at the ratio of 31:69 that is to say that the Developers at their entire costs and expenses amalgamate the said properties with the adjoining lands and obtain the sanctions and permission from MBMC and other concerned department for development and construction of buildings according to the UDCPR, 2020 and thereby the Developers shall construct the buildings and share and handover the 31% constructed area pertaining to owners said property by way of flats, and other units alongwith carparking to the Owners equivalent to the ratio of share generated from the said properties belonging to the Owners or FSI generated out of the said properties according to the UDCPR, 2020 from the said properties as agreed herein and the share of the Owners shall be treated as consideration and also upon the terms and conditions mutually agreed upon by and between the parties hereto as hereinafter appearing :

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

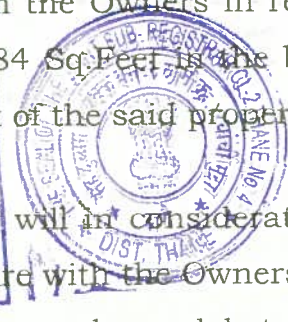
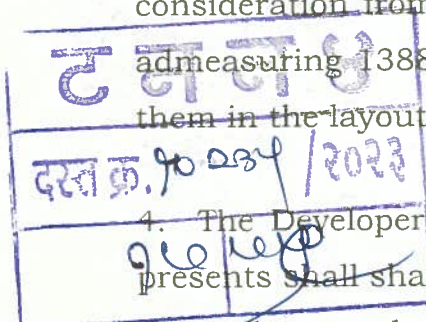
1. The recital mentioned hereinabove shall form the integral part of these presents and shall be read over accordingly.

2. The Owners shall assign the development rights of the said property on area sharing basis at the ratio of 31:69, more particularly described in the Schedule hereunder written to the Developer and the Developer shall purchase and acquire the

development rights of the said property, more particularly described in the Schedule hereunder written from the Owners at or for area sharing basis and on the terms and conditions mutually agreed upon by and between them as hereinafter appearing. The Developers have agreed to amalgamate the said properties with the adjoining properties and prepare a single layout development plan for construction of buildings on the amalgamated properties and accordingly submit the same to MBMC for obtaining necessary sanctions and approvals and thereafter construct the buildings on the said properties at their entire costs and expenses and hand over 31% Rera Carpet area to the owners free of costs as being the costs of consideration of the development rights assigned to the Developer and the Developers shall be entitled to retain the 69% Rera Carpet area of the said buildings constructed by generating the FSI out of the said properties.

3. The Owners have represented and the Developers have verified and satisfied itself that the minimum final net plot area of the said property is about 1040 sq. meters with minimum F.S.I available for construction being about admeasuring 4160 sq. meters which includes entire F.S.I by way of T.D.R, Premium F.S.I, Ancillary F.S.I and other benefits in accordance with applicable law and UDCPR 2034. In lieu of the said property, the Developers shall allot Built-up area admeasuring 13884 Sq.feet,(i.e Rera Carpet Area 10,410 Sq.feet) in the buildings to be constructed on the said property to the Owners. The Developer shall allot the Residential flats in the buildings to be constructed on the said property to the Owners. Provided further, the Developers shall not claim monetary consideration from the Owners in respect of the constructed Area admeasuring 13884 Sq.Feet in the buildings to be constructed by them in the layout of the said property.

4. The Developer will in consideration of the agreement in these presents shall share with the Owners the total RERA carpet area as mutually agreed upon by and between the parties hereto in the following manner:



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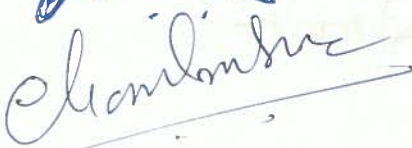
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a. 31% (thirty-one percent) of the RERA carpet area in the building to be constructed on the said property will be allotted and will be handed over to the Owners by the Developer and for the said 31% (thirty-one percent) of the RERA carpet area in the building to be constructed on the said property, the Developer shall not be entitled to charge any cost of construction or otherwise and same shall be allotted by them to the Owners at free of cost and who shall be entitled to put the same in such use as they are in their absolute discretion as may deem fit and proper including sale on ownership basis as provided in these presents. The Developer shall also provide 13 number of Stilt car parking space to the Owners and that too at free of cost. For brevity sake 31% (thirty-one percent) of the RERA carpet area in the building together with 13 number of Stilt car parking space agreed to be allotted by the Developer to the Owners shall be hereinafter referred to as the "**Owners Tenements**".

b. The balance of 69% (sixty-nine percent) of the RERA carpet area in the building to be constructed on the said property shall belong to the Developer who shall be entitled to put the same in such use as they are in their absolute discretion as may deem fit and proper including sale on ownership basis as provided in these presents. For brevity sake 69% (sixty-nine percent) of the RERA carpet area in the building to be retained by the Developer shall be hereinafter referred to as the "**Developer's Tenements**".

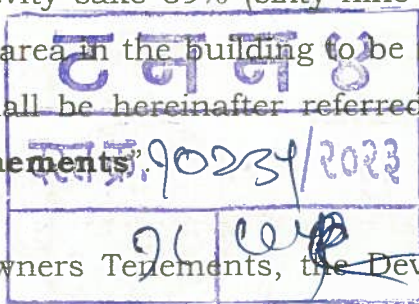
c. In addition to Owners Tenements, the Developer has deposited with the Owner a sum of Rs.80,00,000/- (Rupees Eighty Lakh Only) on execution of these presents as and by way of interest free refundable deposit (the Owner doth hereby admit and

A. 25/10/2020





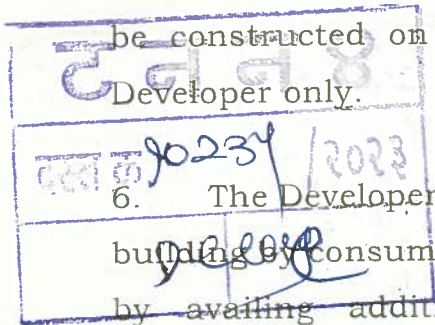


acknowledge to have received the said sum by signing the Receipt Clause hereunder written). It is mutually agreed by and between the parties hereto that on obtaining the Occupation Certificate by Developer and on handing over the possession of the Owners in the building to be constructed on the said property by the Developer to the Owner and also on fulfilling all the terms and conditions by the Developer as mentioned under these presents, the Owner shall return the 50% security deposit amount of Rs.80,00,000/- (Rupees Eighty Lakh Only) to the Developer without any interest thereon. Provided further that the Owners shall be entitled to appropriate the balance 50% of Rs.80,00,000/- (Rupees Eighty Lakh Only) for themselves as and by way of monetary consideration of the said property and in that event, the Developer shall not be entitled to claim refund of 50% of Rs.80,00,000/- (Rupees Eighty Lakh Only) from the Owners.

5. The Developer hereby agree and undertake to bring the Commencement Certificate from the Mira Bhayandar Municipal Corporation in respect of the building to be constructed on the said property within 3 months from the date of execution of these presents. Provided further, all the cost and expenses to be incurred for obtaining the Commencement Certificate from the Mira Bhayandar Municipal Corporation in respect of the building to

be constructed on the said property shall be borne by the Developer only.

6. The Developer hereby agree and undertake to construct the building by consuming entire F.S.I. of the said property and also by availing additional F.S.I. by invoking the provisions contemplated under the Development Control Regulation for the City of Mira Bhayandar. Provided further all the cost and expenses to be incurred for availing the additional F.S.I. to



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Handwritten signature 'Shanwar' at the bottom right of the page.