7604060001532.

1) **Loan Account No.:**

2) **Mortgage by deposit of Title Deed/s dated: 13/03/2023**

3) **Liability as per Sec.13 (2) Notice:** ***Rs.26,64,173/-*** being the amount due as on 30/09/2023.

4) **Place Name to take possession of**

**The Secured Asset: ALL THAT PIECE AND PARCEL OF RESIDENTIAL FLAT NO.302 SITUATED AT THIRD FLOOR, A WING, AREA ADMEASURING 610 SQ. FT. BUILDUP IN THE BUILDING KNOWN AS "VRUNDAVAN RESIDENCY", CONSTRUCTED ON (1) SR NO. 92, PLOT NO. 7 AREA 320 SQ MTRS, ASST 6 RS. 40 PAISE AND 2) SURVEY NO. 92, PLOT NO. 8 AREA 380 SQ MTRS 7 RS. 60 PAISE SITUATED AT VILLAGE DHAMOTE TAL. KARJAT, DIST. RAIGAD.**

5) **Demand Notice u/s.13 (2) of the Securitization Act:** having Ref No. **BOB/ADV/05./2023-2024**, dated **12/10/2023.**

6) **Advocate Name: Mr. Akshay Giri**

**Address:** B2/302, Green Park CHS,
Shree Nagar, Wagle Estate,
Thane(W) – 400602.
Mob No. 8424936893,8355984641
E-mail: akshaygiri007@gmail.com

**Regn. No.:** Enrolled No MAH/3102/2020

**IN THE COURT OF HON'BLE CHIEF JUDICIAL MAGISTRATE,**

**ALIBAUG, AT ALIBAUG**

**MISC. APPLICATION NO. /2024**

**Bank of Baroda**
**Branch- Dombivali East**
**Through its Authorized Officer**
**Mr. Abhishek** Krishna **, Age-30 Years,**
**Authorised Officer** **... Applicant**

**Versus**

**1. Ayub Khudbuddin Mulla, (BORROWER)** **...Respondent**

**INDEX**



Place: Alibag

Date: 20/04/2024

Agiri

Mr. Akshay Giri
Advocate for the Applicant


IN THE COURT OF HON'BLE CHIEF JUDICIAL MAGISTRATE,

ALIBAUG, AT ALIBAUG

MISC. APPLICATION NO. /2024

Bank of Baroda
Branch- Dombivali East
Having its registered office at
Bank of Baroda, Baroda House,
Near Mandvi, P.B. No. 506,
Vadodara- 390005Also, At
Vaishampayan Bldg., Babasaheb Joshi Road,
Off- Phadke Road, Dombivali (E)- 421201.
Through its Authorized Officer
Mr. Abhishek Krishna Age-30 Years,
Authorised Officer ... Applicant

Versus

1. Ayub Khudbuddin Mulla, (BORROWER)
Flat No.506, 5th Floor,
Ashwari Building, L26 Taloja Phase-2,
Taloja, Navi Mumbai- 410208.

Also Available at,
Flat No.302 Situated At Third Floor,
A Wing, Area Admeasuring 610 Sq. Ft.
Buildup In The Building Known As
"Vrundavan Residency", Constructed
On (1) Sr No. 92, Plot No. 7 Area 320 Sq Mtrs,
Asst 6 Rs. 40 Paise And 2) Survey No. 92,

**Plot No. 8 Area 380 Sq Mtrs 7 Rs. 60 Paise,**
**Situated At Village Dhamote Tal. Karjat, Dist. Raigad.**
**...Respondent**

**APPLICATION U/S.14 OF THE SECURITIZATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT, 2002, SEEKING ASSISTANCE IN TAKING PHYSICAL POSSESSION OF SECURED ASSETS**

**MAY IT PLEASE YOUR HONOUR**:-

1. The Applicant submits that, the Applicant Bank of Baroda is a is public sector bank duly registered under and also registered with Reserve Bank of India (RBI) under section 29A of the National Housing Bank Act, 1987 as Housing Finance Institution. The Applicant is a "Financial Institution" as defined under Section 2(1) (c) & (d) of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (hereinafter referred to as "The Securitization Act").

2. The Applicant states and submits that, the Applicant is also a secured creditor as defined under Section 2 (1) (zd) of the SARFAESI Act.

3. The Applicant states and submits that, this Application is being preferred for and on behalf of the Applicant by its Authorized Officer Mr. Abhishek Krishna, Manager-Legal who has been duly authorized and empowered by the Applicant by virtue of Delegation of Authority through Authority Letter dated 15/04/2024. The Authorized Officer is well conversant with the facts and circumstances pertaining to the instant case as per the records available with the Applicant and accordingly competent to prefer this Application for and on behalf of the Applicant. Hereto annexed and marked as **<u>Exhibit "A"</u>** is the copy of Authority Letter dated 15/04/2024

4. The Applicant state and submit that, the Applicant by the instant Application invoking the jurisdiction of this Hon'ble Court for assisting to the Applicant in taking physical possession of mortgaged properties/Secured Asset/s viz. **ALL THAT PIECE AND PARCEL OF RESIDENTIAL FLAT NO.302 SITUATED AT THIRD FLOOR, A WING, AREA ADMEASURING 610 SQ. FT. BUILDUP IN THE BUILDING KNOWN AS "VRUNDAVAN RESIDENCY", CONSTRUCTED ON (1) SR NO. 92, PLOT NO. 7 AREA 320 SQ MTRS, ASST 6 RS. 40 PAISE AND 2) SURVEY NO. 92, PLOT NO. 8 AREA 380 SQ MTRS 7 RS. 60 PAISE SITUATED AT VILLAGE DHAMOTE TAL. KARJAT, DIST. RAIGAD.**

*(hereinafter referred to as the "said Secured Asset/s" for the sake of brevity)* in which security Interest has created by Respondent/s in favour of the Applicant and the Applicant is holding a valid and subsisting security interest upon the said Secured Asset/s and the claim of the Applicant is within the limitation period.

5. The Applicant states and submits that, that the Respondent/s herein had approached the Applicant for the Home/housing Loan facility. After considering the aforesaid request and as per the eligibility of the Respondent/s, the Applicant sanctioned the Home/housing Loan facility for an amount of **Rs.27,00,000** as per the terms and conditions more particularly set out in the sanction letter dated 08/03/2023 and other loan documents. That against the consideration of the aforesaid loan facilities the Respondent/s had created mortgage in favour of the Applicant in respect of the aforesaid movables/immovable properties/secured assets details of which are mentioned hereinabove and herein after. Hereto annexed and marked as **Exhibit "B"** is the **copy of the Sanction letter dated 08/03/2023.**

6. The Applicant states and submits that, the Applicant granted aforesaid Loan facility to the Respondent/s on the terms and conditions more particularly set out in the term Loan Agreement and other loan documents hereinafter referred to as "the said loan documents". The

Respondent/s had willingly executed necessary documents and accepting the liabilities towards the repayment of the said Loan facility. Thereby the Respondent have confirmed and secured the repayment of the aforesaid facility. The Applicant craves leave to refer to and/or rely upon the documents executed by and between the Applicant and the Respondent/s, when produced.

a) **Home Loan Agreement dated 13/03/2023.**
b) **Memorandum of Deposit of Title Deed Dated 13/03/2023.**
c) **Registered Agreement for sale dated 01/03/2023 (Title Document).**

7. The Respondent/s has created security interest in respect of the mortgaged properties/Secured Asset/s which fall within jurisdiction of this Hon'ble Court, **ALL THAT PIECE AND PARCEL OF RESIDENTIAL FLAT NO.302 SITUATED AT THIRD FLOOR, A WING, AREA ADMEASURING 610 SQ. FT. BUILDUP IN THE BUILDING KNOWN AS "VRUNDAVAN RESIDENCY", CONSTRUCTED ON (1) SR NO. 92, PLOT NO. 7 AREA 320 SQ MTRS, ASST 6 RS. 40 PAISE AND 2) SURVEY NO. 92, PLOT NO. 8 AREA 380 SQ MTRS 7 RS. 60 PAISE SITUATED AT VILLAGE DHAMOTE TAL. KARJAT, DIST. RAIGAD.** Hereto annexed and marked as **Exhibit "C"** is the **Copy of the Loan Agreement dated 13/03/2023** and **Exhibit "D"** is the **Copy of the Registered Agreement for sale dated 01/03/2023, (Title Document).**

8. The Applicant state and submit that, the Respondent/s created security interest over the said Secured Asset/s by way of equitable mortgage by deposit of original title deeds of the said Secured Asset with the Applicant with an intention to secure the repayment of the above said Loan Facility granted/sanctioned by Applicant to the Respondent/s which has been recorded in Memorandum of deposit of title deed. Hereto annexed and marked as **Exhibit "E"** is the copy of **Memorandum of Deposit of Title Deed Dated 13/03/2023.**

9. The Applicant state and submit that, in consideration to the above said Loan Facility granted/sanctioned by the Applicant in favor of the Respondent/s, the Respondent/s executed various loan and security documents and also agreed and undertook to repay the same with interest, costs, charges etc. as mentioned in the above said Loan Facility documents. The Applicant craves leave of this Hon'ble Court to refer and rely upon the copies of loan and security documents as and when produced.

10. The Applicant state and submit that, in terms of the above said loan sanction letter, the Applicant has disbursed the above said Loan Facility loan amount as stipulated in favor of Respondent/s. The Applicant further states that, as per the above said loan sanction letter, the Respondent/s were required to repay to the Applicant the above

said Loan Facility loan amount with interest as stipulate as per the agreed terms and conditions of the loan sanction letter /loan agreement/other loan documents.

11. The Applicant state and submit that, the Respondent/s have committed breaches of the terms and conditions of the agreements and documents executed by them in favor of the Applicant. Despite repeated requests, reminders and personal visits, the Respondent/s have deliberately neglected to pay the due amount. Hence, consequent upon the defaults committed by the Respondent/s, Respondent/s loan account has remained overdue for a period of more than 90 days and the Account/s of the above said Loan facility/ies has been classified/declared by the Applicant as **"Non Performing Asset/s (NPA)"** on **08/10/2023**, in accordance with the directives and guidelines issued by Reserve Bank Of India. The Applicant further state and submit that, there was an outstanding amount of ***Rs26,64,173/-*** **being the amount due as on 30/09/2023,** together with incidental expenses, cost, charges etc.

12. The Applicant states and submits that, considering the aforesaid facts the Applicant has initiated action against the Respondent/s under the Securitization and Reconstruction of Financial Assets & Enforcement of Security Interest Act, 2002 and issued Demand Notice having Ref. No. **BOB/ADV/05./2023-2024, dated 12/10/2023**, under Section 13 (2) of the said SARFAESI Act, *inter-alia*, calling upon the said

Respondent/s to pay to the Applicant an amount of ***Rs.26,64,173/-*** **being the amount due as on 30/09/2023** together with further contractual interest till actual realization together with incidental expenses, costs and charges etc. as mentioned in the said demand notice due and payable to the Applicant, within 60 days from the date of said Notice.

13. The Applicant states and submits that, the Applicant on or about 17/10/2023 respectively sent/dispatched the packets containing aforesaid Demand Notice through Registered post (RPAD) addressed to the Respondent/s at their last known address and address available with the Applicant. Hence as per postal receipts the aforesaid Demand Notice is duly served or deemed to be served upon the Respondent/s by way of RPAD at their last known address and address available with the Applicant. Hereto annexed and marked as **Exhibit "H" Colly.** are the Copies of Demand Notice having Ref. No. **BOB/ADV/05./2023-2024, dated 12/10/2023**, under Section 13 (2) of the said SARFAESI Act, and Copy of **Postal receipts dated** 17/10/2023 **and** Hereto annexed the paper publication in two leading newspapers extracts namely **"Business Standard" (English Edition)** and **"Mumbai Lakshdeep" (Marathi Edition) both dated 09/11/2023.**

14. The Applicant states and submits that, despite the receipt or deemed to have been received of the aforesaid Demand Notice, the Respondent/s have neither discharged their liability within stipulated period of 60 days nor raised any kind of objection/representation u/sec. 13 (3-A) of SARFAESI Act.

15. The Applicant states and submits that, all the applicable provisions of SARFAESI Act and the rules made thereunder have duly been complied with.

16. In view of aforesaid facts and circumstances the Applicant is now desirous of taking physical possession of the said secured asset in exercise of its right as conferred under provisions of the SARFAESI Act in peaceful manner by taking assistance of this Hon'ble Court. The Applicant apprehends that upon failure of Respondent/s to hand over the peaceful physical possession of the said secured assets, the Applicant on their own may not be able to secure the peaceful physical possession thereof.

17. The Applicant states and submits that, Accordingly, the Applicant seeks to invoke the jurisdiction of this Hon'ble Court in pursuance of Section 14 of the SARFAESI Act to secure peaceful physical possession of the said secured Asset described in the schedule written hereunder.

18. The Applicant has no other alternative, adequate and efficacious remedy regarding the subject matter of the present Miscellaneous Application other than to approach this Hon'ble Court for the relief sought herein. The relief prayed for herein is granted, will suffice to meet the ends of justice.

19. The Applicant states and submits that, this Hon'ble Court is conferred with the territorial jurisdiction qua the secured Assets as described in the schedule hereunder written. In other words, the Secured Assets are situated within the territorial Jurisdiction of this Hon'ble Court.

20. The Applicant states and submits that, as per the knowledge of the Applicant there is no stay of the Hon'ble Courts /Tribunals with regards to the subject matter of the present Miscellaneous Application.

21. The Applicant states and submits that, the Applicant will rely upon documents a list whereof is annexed hereto.

22. For the reason foretasted it is respectfully prayed that this Hon'ble Court may be pleased to :-

   a. That this Hon'ble Court be pleased to issue appropriate directions to or appoint Advocate as a Court Commissioner and/or any such person as this Hon'ble Court be deemed fit and proper to take physical

(11)

possession of the secured assets viz., **ALL THAT PIECE AND PARCEL OF RESIDENTIAL FLAT NO.302 SITUATED AT THIRD FLOOR, A WING, AREA ADMEASURING 610 SQ. FT. BUILDUP IN THE BUILDING KNOWN AS "VRUNDAVAN RESIDENCY", CONSTRUCTED ON (1) SR NO. 92, PLOT NO. 7 AREA 320 SQ MTRS, ASST 6 RS. 40 PAISE AND 2) SURVEY NO. 92, PLOT NO. 8 AREA 380 SQ MTRS 7 RS. 60 PAISE SITUATED AT VILLAGE DHAMOTE TAL. KARJAT, DIST. RAIGAD**, and hand over the same to the Authorized Officer of the Applicant.

b. That this Hon'ble Court be pleased to authorize the an Advocate appointed by this Hon'ble Court as a Court Commissioner and/or person appointed by this Hon'ble Court to take such action/measure that may be necessary for taking physical possession the secured asset including breaking open the locks, if found locked at the time of taking physical possession for effective execution of the order passed by this Hon'ble Court after doing necessary Pachanama;

and/or to utilize such force including assistance of requisite police force, remove any person/s occupying said secured asset as permissible in law and to secure the possession of the secured asset;

(12)

**Date:** 20/ 04 /2024

**Place: Alibag**

फॉर बैंक ऑफ बड़ौदा
For Bank of Baroda

Applicant

मुख्य प्रबंधक Chief Manager
डोंबिवली (पू) Dombivali (E)

Mr. Akshay Giri

Advocate for the Applicant

**VERIFICATION**

I, Mr. Abhishek Krishna, aged 40 years, Manager -Legal and Authorized Officer of the Applicant having my office address at Having its registered office at Bank of Baroda, Baroda House,Near Mandvi, P.B. No. 506, Vadodara- 390005. Also, At Vaishampayan Bldg., Babasaheb Joshi Road, Off- Phadke Road, Dombivale (e)- 421201, I am the Authorized signatory of the applicant above named, do hereby state on solemn affirmation under Whatever stated hereinabove is true and correct to the best of my knowledge.

**Date:** 19 / 04/2024

**Place: Alibaug**

फॉर बैंक ऑफ बड़ौदा
For Bank of Baroda

Deponent

मुख्य प्रबंधक Chief Manager
डोंबिवली (पू) Dombivali. (E)

Mr. Akshay Giri

Advocate for the Applicant

(13)

**IN THE COURT OF HON'BLE CHIEF JUDICIAL MAGISTRATE,**

**ALIBAUG, AT ALIBAUG**

**MISC. APPLICATION NO. /2024**

**Bank of Baroda**
**Branch- Dombivali East**
**Having its registered office at**
**Bank of Baroda, Baroda House,**
**Near Mandvi, P.B. No. 506,**
**Vadodara- 390005**
**Also, At**
**Vaishampayan Bldg., Babasaheb Joshi Road,**
**Off- Phadke Road, Dombivali (E)- 421201.**
**Through its Authorized Officer**
**Mr.** Abhishek Krishna **Age-** 30 **Years,**
**Manager -Legal**

NOTARY
M. R. KHAN
Thane (MAH.)
REGD. No.
11121
Date of Expiry
26-03-2025
GOVT. OF INDIA

**... Applicant**

**Versus**

**1. Ayub Khudbuddin Mulla, (BORROWER)**

**...Respondent**

***AFFIDAVIT IN SUPPORT OF APPLICATION UNDER SECTION 14 OF SECURITISATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT, 2002 [SEEKING ASSISTANCE IN TAKING PHYSICAL POSSESSION OF SECURED ASSET/S].***

I, Mr. Abhishek Krishna, aged 30 years, Manager -Legal and Authorized Officer of the Applicant having my office address at Having its registered office at Baroda House Also, At Vaishampayan Bldg., Babasaheb Joshi

Road, Dombivali (e)- 421201, I am the Authorized signatory of the applicant above named, do hereby state on solemn affirmation as under: -

1. I say that, I Mr. Abhishek Krishna Mishra, Manager -Legal of the Applicant is the Authorized Officer of the Applicant by virtue of Delegation of Authority through Authority Letter dated 15/04/2024 and has verified the aforesaid Misc. Application for and on behalf of the Applicant. The Authorized Officer of the Applicant is fully authorized, empowered and competent to sign and verify the application, file documents, as may be just necessary in the interest of the Applicant and to do all and every co-related acts as may deem fit and proper in the interest of the Applicant in connection with the present case.
2. I say that, I am conversant with the facts of the case and able to depose to the same before this Hon'ble Court on the basis of record of this case available with the Applicant.
3. I say that, I have filed above Miscellaneous Application u/s. 14 of Securitization Act and for the relief more particularly setout therein. I repeat, reiterate and confirm whatever stated in above Miscellaneous Application, as if the same is set out herein verbatim.
4. I say that, the Applicant by the instant Application invoking the jurisdiction of this Hon'ble Court for assisting to the Applicant in taking physical possession of mortgaged properties/Secured Asset/s viz., **ALL THAT PIECE AND PARCEL OF RESIDENTIAL FLAT NO.302 SITUATED AT THIRD FLOOR, A WING, AREA ADMEASURING 610 SQ. FT. BUILDUP IN THE BUILDING KNOWN AS "VRUNDAVAN RESIDENCY", CONSTRUCTED ON (1) SR NO. 92, PLOT NO. 7 AREA 320 SQ MTRS, ASST 6 RS. 40 PAISE AND 2) SURVEY NO. 92, PLOT NO. 8 AREA 380 SQ MTRS 7 RS. 60 PAISE SITUATED AT VILLAGE DHAMOTE TAL. KARJAT, DIST. RAIGAD.**

   *(hereinafter referred to as the "said Secured Asset/s" for the sake of brevity).*
5. I say that, the Applicant sanctioned the Home/housing Loan facility to the Respondent/s for an amount of **Rs.27,00,000/-** as per the terms and conditions more particularly set out in the **Sanction**

NOTARY GOVT. OF INDIA
REGD. NO. 11121

NOTARY
M. R. KHAN

**Letter dt. 08/03/2023** and other loan documents. I further say that, outstanding liability as on **30/09/2023**, **of Rs.26,64,173/-** together with further interest thereon from **01/10/2023** till payment and / or realization is due, outstanding and payable by the Respondent/s to the Applicant.

6. I say that, the Respondent/s have created security Interest over said Secured Asset/s in favor of the Applicant and the Applicant is holding a valid and subsisting security interest over the said Secured Asset/s and the claim of the Applicant is within the limitation period.

7. I say that, as stated in above para the Respondent/s have created security Interest over the following properties: mortgaged properties/Secured Asset/s viz., **ALL THAT PIECE AND PARCEL OF RESIDENTIAL FLAT NO.302 SITUATED AT THIRD FLOOR, A WING, AREA ADMEASURING 610 SQ. FT. BUILDUP IN THE BUILDING KNOWN AS "VRUNDAVAN RESIDENCY", CONSTRUCTED ON (1) SR NO. 92, PLOT NO. 7 AREA 320 SQ MTRS, ASST 6 RS. 40 PAISE AND 2) SURVEY NO. 92, PLOT NO. 8 AREA 380 SQ MTRS 7 RS. 60 PAISE SITUATED AT VILLAGE DHAMOTE TAL. KARJAT, DIST. RAIGAD.**

8. I say that, the Respondent/s have committed default in repayment of the said financial assistance granted.

9. I say that, consequent upon such default in repayment of the said financial assistance the Account of the Respondent/s has been classified as a **"Non-Performing Asset/s (NPA)"** on **08/10/2023.** I further say that, there was an outstanding amount of ***Rs.26,64,173/-*** **being the amount due as on 30/09/2023** together with incidental expenses, cost, charges etc.

10. I say that, considering the aforesaid facts the Applicant has initiated action against the Respondent/s under the Securitisation and Reconstruction of Financial Assets & Enforcement of Security Interest Act, 2002 and issued Demand Notice having Ref. No. **BOB/ADV/05./2023-2024, dated 12/10/2023**, under Section 13 (2) of the said SARFAESI Act, *inter-alia*, calling upon the said Respondent/s to pay to the Applicant an amount of ***Rs.26,64,173/-*** **being the amount due as on 30/09/2023** together with further contractual interest till actual realization together with incidental

NOTARY
M. R. KHAN
GOVT. OF INDIA

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expenses, costs and charges etc. as mentioned in the said demand notice due and payable to the Applicant, within 60 days from the date of said Notice.

11. I say that, the Applicant on or about 17/10/2023 respectively sent/dispatched the packets containing aforesaid Demand Notice through Registered post (RPAD) addressed to the Respondent/s at their last known address and address available with the Applicant. Hence as per postal receipts and the aforesaid Demand Notice is duly served or deemed to be served upon the Respondent/s by way of RPAD at their last known address and address available with the Applicant and Copy of Postal receipts dated 17/10/2023 and Hereto annexed the paper publication in two leading newspapers extracts namely **"Business Standard" (English Edition) and "Mumbai Lakshdeep" (Marathi Edition) both dated 09/11/2023**.

12. I say that, despite the receipt or deemed to have been received of the aforesaid Demand Notice, the Respondent/s have neither discharged their liability within stipulated period of 60 days nor raised any kind of objection/representation u/sec. 13 (3-A) of SARFAESI Act.

13. I say that, the Respondent/s has not made any repayment of the said financial assistance in spite of the aforesaid Demand Notice and the Authorized Officer is, therefore, entitled to take possession of the aforesaid secured asset/s under the provisions of sub-section (4) of section 13 read with section 14 of the principal Act.

14. I say that, all the applicable provisions of SARFAESI Act and the rules made thereunder have duly been complied with.

15. I say that, as per knowledge of the Applicant as on date there is no stay given by any Court/Tribunal restraining the applicant from taking measures under the provisions of the Securitization Act in respect of the secured asset/s and securities charged mentioned in the above miscellaneous application.

16. I say that, the above matter does not fall under section 31 of the SARFAESI Act, 2002.

17. I say that, Applicant has not filed any other application /petition regarding the subject matter of the present Miscellaneous Application either in this Hon'ble Court or any other Hon'ble High Court or in the Hon'ble Supreme Court of India.

NOTARY
M. R. KHAN
Thane (MAH.)
REGD. No.
11121
Date of Expiry
26-03-2025
GOVT. OF INDIA

NOTA
M. R. KH
Thane (M
REGD.
11
Date
26-
GOVT.

18. I say that, the said secured assets are situated at **VILLAGE DHAMOTE TAL. KARJAT, DIST. RAIGAD.** i.e. within the jurisdiction of this Hon'ble Court. Hence this Hon'ble Court has jurisdiction to try, entertain and dispose of the present Securitization application.

19. I say that, If the reliefs as prayed for are granted, no harm, loss and/or injury will be caused to the Respondent/s. However, if the reliefs as prayed for are not granted, great harm, loss and/or injury will be caused to the applicant. The balance of conveyance is in favor of the applicant.

20. In the premises, above miscellaneous application be allowed as prayed for.

21. Whatever stated hereinabove is true and correct to the best of my knowledge.

Solemnly affirmed at Thane )
On this 20 day of April 2024 )

Mr. Akshay Giri
Advocate for the Applicant

कृते बैंक ऑफ बड़ौदा
For Bank of Baroda
मुख्य प्रबंधक/ Chief Manager
डोंबिवली (पू.) Dombivali. (E)
Applicant

NOTARY
M. R. KHAN
Thane (MAH.)
REGD. No. 11121
Date of Expiry 26-03-2025
GOVT. OF INDIA

(18)

**VERIFICATION**

I, Mr. Abhishek Krishna, aged 30 years, . . . . . . . Authorized Officer of the Applicant having my office address at Having its registered office at Bank of Baroda, Baroda House,Near Mandvi, P.B. No. 506, Vadodara- 39000. Also, At Vaishampayan Bldg., Babasaheb Joshi Road, Off- Phadke Road, Dombivali (e)- 421201, I am the Authorized signatory of the applicant above named, do hereby state on solemn affirmation under Whatever stated hereinabove is true and correct to the best of my knowledge.

**Date:20/ 04/2024**

**Place: Alibaug**

Mr. Akshay Giri

Advocate for the Applicant

कृते बैंक ऑफ बड़ौदा
For Bank of Baroda

Deponent
Manager
डोंबिवली (प) Dombivali. (E)

BEFORE ME

Mohammed Rauf Farook Khan
B.Com., LL.M
ADVOCATE & NOTARY - GOVT. OF INDIA
Off. :108-A, Harmony Tower, Court Naka, Thane (W)

NOTED & REGISTERED
Sr. No. 1347(A)/2024 Date 20 APR 2024

NOTARY
M. R. KHAN
Thane (MAH.)
REGD. No. 11121
Date of Expiry 26-03-2025
GOVT. OF INDIA

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**IN THE COURT OF HON'BLE CHIEF JUDICIAL MAGISTRATE,**

**ALIBAUG, AT ALIBAUG**

**MISC. APPLICATION NO. /2024**

**Bank of Baroda**
**Branch- Dombivali East**
**Having its registered office at**
**Bank of Baroda, Baroda House,**
**Near Mandvi, P.B. No. 506,**
**Vadodara- 390005**
**Also, At**
**Vaishampayan Bldg., Babasaheb Joshi Road,**
**Off- Phadke Road, Dombivali (E)- 421201.**
**Through its Authorized Officer**
**Mr.** Abhishek krishna, **Age-** 30 **Years,**
(Authorised officer) **... Applicant**

**Versus**

**1. Ayub Khudbuddin Mulla, (BORROWER) ...Respondent**

*VAKALATNAMA*

I/We, the Applicant abovenamed do hereby appoint and authorize Mr. Akshay Giri, Advocate/s, to act, appear and plead on our behalf in the above matter.
In witness whereof we have set and subscribed our respective hands to this writing at Thane.

**Date:** 20/ 04/2024
**Place: Alibag**

For Bank of Baroda

Bank of Baroda, Branch-Dombivali East
(Through its Authorized Officer

Mr. ABHISHEK KRISHNA (Authorised officer)

Giri

Mr. Akshay Giri
Advocate (MAH/3102/2020)
B2/302, Green Park CHS,
Shree Nagar, Wagle Estate,
Thane(W) – 400602.
Mob No. 8424936893, 8355984641
E-mail: akshaygiri007@gmail.com

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**IN THE COURT OF HON'BLE CHIEF JUDICIAL MAGISTRATE,**

**ALIBAUG, AT ALIBAUG**

**MISC. APPLICATION NO. /2024**

**Bank of Baroda**
**Branch- Dombivali East**
**Through its Authorized Officer**
**Mr. Abhishek Chaubey, Age-30 Years,**
**Authorised Officer** **... Applicant**

**Versus**

**1. Ayub Khudbuddin Mulla, (BORROWER)** **...Respondent**

**MEMO OF ADDRESS**

**Bank of Baroda, Branch- Dombivali East**
**Having its registered office at**
**Bank of Baroda, Baroda House,**
**Near Mandvi, P.B. No. 506,**
**Vadodara- 390005**
**Also, At**
**Vaishampayan Bldg., Babasaheb Joshi Road,**
**Off- Phadke Road, Domvivali (e)- 421201.**

**Place: Alibaug**

**Date: २० / 04/2024**

Mr. Akshay Giri

Advocate for the Applicant

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IN THE COURT OF HON'BLE CHIEF JUDICIAL MAGISTRATE,

ALIBAUG, AT ALIBAUG

MISC. APPLICATION NO. /2024

**Bank of Baroda**
**Branch- Dombivali East**
**Through its Authorized Officer**
**Mr. Abhishek Krishna Age-30 Years,**
**Authorised Officer** ... **Applicant**

**Versus**

**1. Ayub Khudbuddin Mulla, (BORROWER)** ...**Respondent**

**AFFIDAVIT CUM CERTIFICATE UNDER SECTION 65-B OF THE EVIDENCE ACT, 1872**

I, Mr. Abishek Krishna, aged 30 years, Manager -Legal and Authorized Officer of the Applicant I am the Authorized signatory of the applicant above named, do hereby state on solemn affirmation as under :-

1. I say that, the deponent is the applicant in the aforesaid case, is well aware of the facts and circumstances of the case.

2. I say that, as part of evidence at this stage, deponent have filed and relied upon the below documents being:

   a) online tracking reports

3. I say that, the copies of online tracking reports has been procured from the relevant websites and devices and therefore, can be treated as certified copy.

4. I say that, in the facts and circumstances of the case, this affidavit is sufficient compliance of Section 65B of the Evidence Act.

5. I say that, annexed documents therefore, are in compliance of the

NOTARY
M. R. KHAN
Thane (MAH.)
REGD. No. 11121
Date of Expiry 26-03-2025
GOVT. OF INDIA

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provisions of the Evidence Act, 1872.

फॉर बैंक ऑफ बड़ौदा
For Bank of Baroda

Deponent
Manager
Dombivali. (E)

Mr. Akshay Giri
Advocate for the Applicant

**VERIFICATION**

I, Mr. Abhishek Krishna, Age 30 Years, Manager -Legal the deponent do hereby solemnly affirm and verify that the contents of paragraph No. 1 to 5 are true to my knowledge which I believe the same to be true, no material has been concealed. Verified on this day of April, 2024 at Thane, that the contents of the above stated affidavit are true to my best of knowledge

कृते बैंक ऑफ बड़ौदा
For Bank of Baroda

Deponent
मुख्य प्रबंधक/ Chief Manager
डोंबिवली (पू) Dombivali. (E)

Date:

Place: Alibaug

Identified by

Mr. Akshay Giri

Advocate for the Applicant

NOTARY
M. R. KHAN
Thane (MAH.)
REGD. No.
11121
Date of Expiry
26-03-2025
GOVT. OF INDIA

BEFORE ME

Mohammed Rauf Farook Khan
B.Com., LL.M
ADVOCATE & NOTARY - GOVT. OF INDIA
Off. :108-A, Harmony Tower, Court Naka, Thane (W)
NOTED & REGISTERED
Sr. No. 1347/2024 20 APR 2024

NOTARIAL NOTARIAL NOTARIAL NOTARIAL NOTARIAL

(2c)

IN THE COURT OF HON'BLE CHIEF JUDICIAL MAGISTRATE,

ALIBAUG, AT ALIBAUG

MISC. APPLICATION NO. /2024

**Bank of Baroda**
**Branch- Dombivali East**
**Through its Authorized Officer**
**Mr. Abhishek Krishna Age-30 Years,**
**Authorised Officer** ... **Applicant**

**Versus**

**1. Ayub Khudbuddin Mulla, (BORROWER)** ...**Respondent**

**LIST OF DOCUMENTS**

| Sr. No. | Particulars | Exhibit | Page No. |
|---|---|---|---|
| 1. | Copy of Authority Letter dated 15/04/2024 | A | 25 |
| 2. | Copy of the Sanction letter dated 08/03/2023. | B | 24 to 33 |
| 5. | Copy of the Loan Agreement dated 13/03/2023 and Copy of Memorandum of Deposit of Title Deed Dated 13/03/2023. | C | 34 - 89 |
| 6. | Copy of the Registered Agreement for sale dated 01/03/2023 (Title Document) | F | 90 to 139 |
| 7. | Copies of Demand Notice having Ref. No. BOB/ADV/05./2023-2024, dated 12/10/2023, under Section 13 (2) of the said SARFAESI Act, postal receipts dated _______ and newspaper extracts. | G | 140 to 146 |

Place: Alibaug
Date: 20/04/2024

Mr. Akshay Giri
Advocate for the Applicant

(23)

बैंक ऑफ़ बड़ौदा
Bank of Baroda

**BOB: ROMMER: REC: 2024-25:06** **Date: 15.04.2024**

**TO WHOMSOEVER IT MAY CONCERN**

**LETTER OF AUTHORITY**

We hereby authorize Mr. Abhishek Krishna, EC No.159040, Chief Manager, Bank of Baroda, Dombivli East branch to sign, affirm the affidavit, petition, written statement, counters, application, Vakalat and any other document as may be required in respect of Securitization Application to be filed before Hon'ble Chief Judicial Magistrate, Alibaug by Bank of Baroda, Babasaheb Joshi Road, Dombivli (East) branch against Mr. Ayub Khudbuddin Mulla for recovery of pending Bank dues in Home Loan account no 76040600001532.

Further, Mr. Abhishek Krishna is authorized to appear, lead evidence and to file any other petition/application/affidavit on behalf of Bank of Baroda, Babasaheb Joshi Road, Dombivli East Branch in the said matter.

Dated this 15th day of April, 2024.

**Bank of Baroda**

**Deputy Regional Manager**
**Mumbai Metro East Region**

RECOVERY DEPT.

23A

[illegible] letter

[illegible] Mumbai Zone - VIDOMEN@bankofbaroda.com

[illegible]

[illegible]

Dear sir

We are having 3 NPA a/cs of Mr. Ayub Khudbuddin Mulla having housing loan a/c no [illegible]04060000 1532, 76040600001533,76040600001534 kindly issue Authority Letter in favoring of Mr. Abhishek Krishna Choubey Chief Manager Dombivali Branch having E.C. No. 159040 for CJM permission at Alibagh Court.

**With Regards ,**

**Babasaheb Joshi Road Branch,**
**E-Vijaya Dombivli East,**
**Ph no.0251-2456336**

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बैंक ऑफ़ बड़ौदा
Bank of Baroda

ऋणकर्ता को मंजूरी पत्र

संदर्भ - Retail-00001774385-LMS     स्थान - DOMBIVILI(E)
दिनांक- 08-03-2023

प्रति,
MR. AYUB KHUDBUDDIN MULLA
FLAT NO 506 , ASHWARI BLDG ,
TALOJA 26 , PHASE 2 ,
PHASE 2 ,
TALOJA , THANE ,
NAVIMUMBAI , THANE
MAHARASHTRA - INDIA , 410208

प्रिय महोदय/ महोदया,

विषय : बड़ौदा गृह ऋण - Baroda Home Loan के लिए आपका रु. **27,00,000.00/-** का अनुरोध.

आपके आवेदन पत्र दिनांक 08-03-2023 के संदर्भ में हम सहर्ष सूचित करते हैं कि निम्न नियम व शर्तों के अधीन आपको उपरोक्त ऋण सुविधा प्रदान की गई है

| | |
|---|---|
| उत्पाद का नाम | :बड़ौदा गृह ऋण |
| ऋण का उद्देश्य | :गृह फ्लैट अपार्टमेंट इत्यादि की खरीद हेतु |
| विशेष योजना का नाम | :Baroda Home Loan |
| सुविधा | :Term Loan |
| कुल लागत | :रु. 30,00,000.00 |
| अनुरोध की गई सीमा | :रु. 27,00,000.00/- |
| स्वीकार्य सीमा | :रु. 27,00,000.00/- |
| बीमा प्रीमियम राशि | :रु. 10600/- |
| वास्तविक मार्जिन | :10.00 % |
| | उपलब्ध ब्याज दर **9.55%** वार्षिक है, जो कि अग्रलिखित का योग है भा.रि. बैंक रेपो दर : **6.50 %** (वर्तमान में) , मार्क अप : **2.65 %** (वर्तमान में) , क्रेडिट स्प्रेड : **0.35%** (वर्तमान में) , and Risk Premium of **0.05 %** (at present), ब्याज का भुगतान मासिक अंतराल पर किया जाएगा. बैंक को मासिक आधार पर ब्याज दर (उपरोक्त में से किसी भी संघटक को शामिल करते हुए) पुनर्निर्धारित करने का अधिकार होगा. |

| | |
|---|---|
| कुल अवधि | :240 महीने |
| ऋण स्थगन | :0 |
| समान मासिक किश्तों में चुकता किया जाना है | :240महीनों से Equated Monthly Installment भुगतान |
| (इएमआई) देय | :रु. 25,256.00/- |
| चुकौती आरंभ | : |
| प्रोसेसिंग शुल्क | :रु. 0.00/- |
| अपफ्रंट शुल्क | :रु. 10,030.00 /- |
| विचलन शुल्क | :रु. 0.00 /- |
| संवितरण : | :Disbursement should be made after 1- Compliance of all the terms and conditions of sanction including execution of documents as mentioned in the appraisal. 2- Creation of mortgage and registration of the same with Registrar office and creation of charge in CERSAI. 3- Vetting of documents and rectification of deficiencies, if any. 4- Ascertain appropriate margin by borrower at each disbursement. 5- Rs. 26,89,400 /- to be disbursed based on Demand letter from builder /seller.6- Authority Letter from borrower. The property is completed & final disbursement after obtaining architect certificate. 7- Payment to be made to the builder / seller through Demand draft/ Bankers cheque by quoting the Account Number, Bank and branch. Under no circumstances, Demand Draft/Bankers Cheque should be handed over to the borrower.8.Branch to obtain original margin paid receipts and verify the source of payment (from bank account statement) upload it in LLPS before disbursement. 9. Branch to disburse Rs. 10,600/- towards TATA AIG Property Insurance. |

जोखिम रेटिंग

| | |
|---|---|
| आंतरिक रेटिंग स्कोर : | : 127 |
| आंतरिक रेटिंग ग्रेड : | : III.-3 |
| सिबिल ब्यूरो स्कोर : | |
| आवेदक का सिबिल ब्यूरो स्कोर | :702 |
| औसत सिबिल स्कोर | :702 |

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प्रदत्त प्रतिभूतियों का विवरण :

प्राथमिक: RESIDENTIAL FLAT

| | |
|---|---|
| प्रदत्त प्रतिभूतियों का विवरण | Equitable Mortgage, of RESIDENTIAL FLAT, bearing Survey Number S NO 92 ,PLOT NO 7 S NO 92 PLOT NO 8, located at Plot No. -, / Flat No 302 , Door No/House -, Nearest Door -, adm. land Sq Feet, Build up Area 610 , Carpet Area 550, which is situated at FLAT NO 302,3RD FLOOR, A WING VRUNDAVAN RESIDENCY,DHOMATE ROAD RAMKRUSHNA NAGAR, VILLAGE DHAMOTE NERAL WEST,TALUKA KARJAT DISTRICT RAIGAD 410101,NEAR SILVERLINE RESIDENCY ,Corporation, City Neral, District RAIGARH(MH), State/Region MAHARASHTRA,CountryINDIA,PINCode410101, belonging toMR AYUB KHUDBUDDIN MULLA, Boundary Description East : PASSAGE FALT NO 304 & STAIRCASE ,West : OPEN TO AIR ,North : FLAT NO 303 , South : OPEN TO AIR |

प्रतिभूति दस्तावेज:

1. उपस्थिति पत्रक
2. ऋण मूल्यांकन नोट अंतिम
3. घोषणा सह वचन पत्र
4. ईसीएस अधिदेश
5. कार्य सारांश विचलन गृह ऋण
6. सैद्धांतिक रूप से
7. एलडीओसी 1 सत्यापन ज्ञापन
8. एलडीओसी 23ए सावधि ऋण करार
9. एलडीओसी 57 तत्काल अदायगी शर्त युक्त किस्त पत्र
10. एलडीओसी 90 ए प्रवेश ज्ञापन, वैयक्तिक प्रोपर्टी के मोर्गेज के संबंध में,
11. एलडीओसी 90 सी अचल संपत्तियों के संबंध में हक विलेख के जमा द्वारा बंधक सृजन संबंधी घोषणा
12. एलडीओसी 90 डी बंधक पुष्टि पत्र
13. उत्तर दिनांकित चेकों के लिए वचन पत्र
14. मंजूरी पत्र
15. स्वागत पत्र

नियम व शर्तें : :

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बैंक ऑफ़ बड़ौदा
Bank of Baroda

## LETTER OF SANCTION TO THE BORROWER

**Ref: ADV/** Retail-00001774385-LMS **Place:** DOMBIVILI(E)
**Date:** 08-03-2023

To,
MR. AYUB KHUDBUDDIN MULLA
FLAT NO 506 , ASHWARI BLDG ,
TALOJA 26 , PHASE 2 ,
PHASE 2 ,
TALOJA , THANE ,
NAVIMUMBAI , THANE
MAHARASHTRA - INDIA . 410208

Dear Sir / Madam,

**RE:** Your request for Baroda Home Loan - Baroda Home Loan of Rs. **27,00,000.00/-**

With reference to your application dated 08-03-2023, we are pleased to inform you that we have sanctioned you the above credit facility, on the terms and conditions as under:

**TERMS AND CONDITIONS:**

| | |
|---|---|
| NAME OF PRODUCT | :Baroda Home Loan |
| PURPOSE OF LOAN | :@PURCHASE OF HOUSE FLAT APARTMENT ETC |
| NAME OF THE SPECIFIC SCHEME | :Baroda Home Loan |
| FACILITY | :Term Loan |
| TOTAL COST | :Rs. 30,00,000.00 |
| LIMIT REQUESTED | :Rs. 27,00,000.00/- |
| PERMISSIBLE LIMIT | :Rs. 27,00,000.00/- |
| Insurance Company : | TATA AIG |
| Insurance Scheme: | NA |
| INSURANCE PREMIUM AMOUNT: | Rs.10600/- |
| INSURANCE PREMIUM AMOUNT | :Rs.10600/- |
| ACTUAL MARGIN : | 10.00 % |
| | Applicable Rate of Interest is |

बैंक ऑफ़ बड़ौदा/BANK OF BARODA Dombivli (E)

(28)

| | |
|---|---|
| RATE OF INTEREST | **9.55%** , per annum , which is a sum of RBI Repo Rate : **6.50 %** (at present), Mark Up of : **2.65 %** (at present), Credit spread of **0.35%** (at present) , and Risk Premium of **0.05 %** (at present), The Interest shall be payable at monthly rests. The Bank shall be entitled to reset the Interest rate (including any of its components mentioned above) on monthly basis. |
| TOTAL PERIOD | :240months |
| MORATORIUM | :0 |
| REPAYBLE IN | :240 months by Equated Monthly Installment Payment |
| EMI | :Rs. 25,256.00/- |
| COMMENCING FROM | : |
| Installment Commencement Date(DD/MM /YYYY) | : 10-04-2023 |
| PROCESSING CHARGES | : Rs. 0.00/- |
| UPFRONT CHARGES | :Rs. 10,030.00 /- |
| DEVIATION CHARGES | :Rs. 0.00 /- |
| DISBURSEMENT | :Disbursement should be made after 1- Compliance of all the terms and conditions of sanction including execution of documents as mentioned in the appraisal. 2- Creation of mortgage and registration of the same with Registrar office and creation of charge in CERSAI. 3- Vetting of documents and rectification of deficiencies, if any. 4- Ascertain appropriate margin by borrower at each disbursement. 5- Rs. 26,89,400 /- to be disbursed based on Demand letter from builder /seller.6- Authority Letter from borrower. The property is completed & final disbursement after obtaining architect certificate. 7- Payment |

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to be made to the builder / seller through Demand draft/ Bankers cheque by quoting the Account Number, Bank and branch. Under no circumstances, Demand Draft /Bankers Cheque should be handed over to the borrower.8. Branch to obtain original margin paid receipts and verify the source of payment (from bank account statement) upload it in LLPS before disbursement. 9. Branch to disburse Rs. 10,600/- towards TATA AIG Property Insurance.

**RISK RATING**

| | |
|---|---|
| INTERNAL RATING SCORE | : 127 |
| INTERNAL RATING GRADE | : HL-3 |

**CIBIL BUREAU SCORES:**

| | |
|---|---|
| CIBIL BUREAU SCORE OF APPLICANT | :702 |
| AVERAGE CIBIL SCORE | :702 |

**Details of Securities offered:**

**PRIMARY RESIDENTIAL FLAT**

| | |
|---|---|
| Details of Securities offered | Equitable Mortgage, of RESIDENTIAL FLAT, bearing Survey Number S NO 92 ,PLOT NO 7 S NO 92 PLOT NO 8, located at Plot No. -, / Flat No 302 , Door No/House -, Nearest Door -, adm. land Sq Feet, Build up Area 610 , Carpet Area 550, which is situated at FLAT NO 302,3RD FLOOR, A WING VRUNDAVAN RESIDENCY,DHOMATE ROAD RAMKRUSHNA NAGAR, VILLAGE DHAMOTE NERAL WEST,TALUKA KARJAT DISTRICT RAIGAD 410101,NEAR SILVERLINE RESIDENCY ,Corporation, City Neral, District RAIGARH(MH), State/Region MAHARASHTRA,CountryINDIA,PINCode410101, belonging toMR AYUB KHUDBUDDIN MULLA, Boundary Description East : PASSAGE FALT NO 304 & STAIRCASE ,West : OPEN TO AIR ,North : FLAT NO 303 , South : OPEN TO AIR |

**SECURITY DOCUMENTS:**

1. Attendance Sheet
2. Credit Appraisal Note Final
3. Declaration_Cum_Undertaking

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4. ECS Mandate
5. Executive Summary_Deviation_Home Loan
6. In Principle
7. LDOC 1 Attestation Memo
8. LDOC 23(A) Term Loan agreement
9. LDOC 57 Letter of instalment with acceleration clause
10. LDOC 90 (A) Memorandum of Entry (in case of mortgage of Individuals Property)
11. LDOC 90 (C) Declaration in the matter of mortgage by deposit of title deeds in respect of immovables
12. LDOC 90 (D) Letter of confirmation of mortgage
13. LDOC_84
14. LETTER OF UNDERTAKING for Post Dated Cheques
15. Sanction Letter
16. Sanction_Letter
17. Welcome Letter

**Terms &Conditions :**

1. 1. This sanction is valid for six months from the date of sanction. 2. Penal interest @ 2% p.a. will be charged for non-payment / delayed payment on overdue amount for overdue period. 3. Penal interest @ 2% p.a. will be charged for breach/violation/non-compliance of any terms & conditions of the sanction. 4. The unified processing charges at the rate prescribed by the Bank and Goods and Service Tax thereon as prescribed by Government of India will be borne by the borrower. For the facility, certain minimum amount (Rs.8500/- Plus G.S.T. (upfront) per property of processing charges will be recovered upfront. Balance amount of processing charges will be recovered at the time of conveying sanction of the loan. 5. No pre-payment / pre-closure penalty will be levied on Home Loans irrespective of the period for which the account has run or source of funds. 6. The Bank retains the right to alter any charges or fees from time to time or to introduce any new charges or fees, as it may deem appropriate, with due intimation to the customer. 7. Borrower to bear the charges for creation of mortgage and registration of mortgage as applicable. 8. The Rate of Interest will be reviewed annually at the time of review of the account. The Rate of Interest will be revised based on the Bureau score of the borrower and the applicable RBI Repo Rate at the time of review. Period of loan will be adjusted as per increase/decrease in rate of interest, keeping EMIs at fixed level till full repayment subject to the condition that total/extended tenure of the Loan does not go beyond the maximum period permissible under the scheme as per guidelines. 9. The BRLLR linked to RBI repro rate will change upwards or downwards as the case may be in line with the movement of RBI Repo Rate. The changes to the RBI Repo Rate will be effective for new loans with effect from the next working day from the date of change in the RBI Repo Rate. The Repo rate prevailing on the date of disbursement will be applicable. The Markup /Base Spread will remain constant for the particular borrower's loan facility for a period of Three Years and will be reset at a frequency of every three years from the date of first disbursement as per BCC: BR: 111 /490 datted27.09.2019. NOTE:- Mark-up shall be applicable as on the Date of Disbursement . 10. The amount of the loan shall be utilized strictly for the purpose for which loan is sanctioned.11. The House/flat shall be insured comprehensively for the market value (excluding cost of land) covering fire, flood, earthquake etc. Cost of the same shall be borne by the borrower.12. The Bank will have the right to inspect, at all the reasonable times, the borrowers property by an officer of the Bank or a qualified auditor or a technical expert as decided by the Bank and the charges thereof will be borne by the borrower. 13. Bank reserves the right to recall the entire advance in case of any type of default. 14. Branch to be guided by circular BCC:BR:113:87dtd. 09.02.2021 for change in EMI recovery date for retail loans and comply on the same. 15. Equated monthly installments are fixed for the convenience of the borrower, whereby interest payable towards the loan is spread over the entire term of repayment fixed. The repayment of all such equated monthly installments will not be construed as full repayment /settlement of loan account. On payment of all equated monthly installments, residual amount if any, in the account due to debiting of overdue / penal interest / additional interest as a consequence of revision in interest rates, other incidental

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charges shall be paid separately by the borrower. 16. Borrower to provide confirmation regarding EMI recovery date 17. The Loan will be disbursed only on the conditions that all the loan/security documents prescribed have been executed by applicant/ Guarantor(s)/ guarantor (s) and all necessary statutory compliance and compliance of sanctioned terms and conditions are in place. 19. As per Financial Bill of 2013, TDS is applicable on sale of immovable property wherein the sale consideration of the property exceeds or is equal to Rs. 50.00 lacs. Section 194 1A of the IT Act, 1961 states that for all transactions w.e.f. June 1, 2013 Tax @1% should be deducted by the purchaser of the property at the time of making payment of sale consideration and the proof to be submitted to the branch.OTHER PRE DISBURSEMENT DOCUMENTS:(1) Borrowers to comply with all formalities of submitting the necessary papers/ documents/ undertakings/receipts/others as advised by our empanelled advocate in his title report (2) ORIGINAL SALE AGREEMENT ALONG WITH REGISTRATION FEE RECEIPT IN ORIGINAL ISSUED BY THE SUB REGISTRAR OF ASSURANCE AND ORIGINAL RECEIPT FOR STAMP DUTY PAID TO BE LODGED WITH THE BANK (3) ORIGINAL RECEIPTS FOR PAYMENT MADE TO THE BUILDER (4) DEMAND LETTER FROM THE BUILDER (5) AFFIDAVIT CUM UNDERTAKING STATING THAT THE BUILT UP PROPERTY HAS BEEN CONSTRUCTED AS PER THE SANCTIONED PLAN AND/OR BUILDING BYE-LAWS. (6) NOC FROM THE BUILDER TO MORTGAGE THE FLAT IN FAVOUR OF OUR BANK. (7) AUTHORITY LETTER TO MAKE PAYMENT DIRECTLY TO SELLER. (8) UNDERTAKING FOR UNCONDITIONAL CANCELLATION OF UNDRAWN COMMITMENTS.(9) Supplementary title report from Advocate Rajesh Dubey mentioning that the advocate has obtained certified copy of Title Deed in the name of the Mortgagor and confirm the authentication of Original Title Deed, which is to be deposited with the Bank.(10) Couple of PDCs (Post Dated Cheques in CTS-2010 standard format) as security in addition to the ECS mandate. (11) Undertaking for Unconditional Cancellation of Undrawn Commitments.(12) COPY OF COMMENCEMENT CERTIFICATE up to the FLOOR WHERE THE PROPOSEDPROPERTY IS LOCATED ISSUED BY COMPETENT AUTHORITYPOST DISBURSEMENT DOCUMENTS: (1) SHARE CERTIFICATE ISSUED BY THE SOCIETY IN APLICANTS NAME as and when issued (2) BANK'S LIEN NOTING OVER THE FLAT IN BUILDERS /Societys RECORD.(3.) PAYMENT RECEIPTS MADE TO THE BUILDER (4.) PROPERTY INSURANCE POLICY (5.) MAINTENANCE RECEIPT/LIGHT BILL/PROPERTY TAX RECEIPT IN THE NAME OF PURCHASERS (6.) COPY OF COMPLETION CERTIFICATE/ OCCUPANCY CERTIFICATE ISSUED BY COMPETENT AUTHORITY (7.) POSSESSION LETTER ISSUED BY THE BUILDER/Society TO THE APPLICANTS AND TO KEEP IT ON BRANCH RECORD AFTER IT IS COUNTER SIGNED BY THE BORROWERS FOR HAVING TAKEN THE PHYSICAL POSSESSION THEREOF.

**Justification for Sanction:**

JUSTIFICATIONS & RECOMMENDATIONS TO CONSIDER THE PROPOSAL: 1. The Present valuation of all the property Branch/SMS has been satisfied. 3. The applicant is having good and stable source of income and earning regular income through their employment. 4. Applicant are eligible as per repayment capacity. 5. The financial condition of the applicant is consistent and healthy. 6. The applicant having sufficient income will be generate for repay the loan. 7. Exposure of the retail loan will increase by Rs.27.00 Lakhs. 8. Opportunities available for cross selling of other retail products. 9. Security Coverage ratio is 1.11 times.

यह सुविधा आपको वार्षिक समीक्षा के अधीन 240 माह की अवधि के लिये प्रदान की गई है. बैंक के पास यह अधिकार सुरक्षित होगा कि वह इस सुविधा को वापस ले ले अथवा अपने नियम व शर्तों में कभी भी परिवर्तन कर सके. बैंक को यह भी अधिकार होगा कि किसी नियम व शर्तों का अनुपालन न करने या उल्लंघन करने, कोई सूचना/विवरण के गलत पाये जाने अथवा ऐसे स्थिति के उभरने जिसमें बैंक की राय में ऋण/ सुविधा को जारी रखना बैंक के हितों के विरुद्ध होगा, बैंक द्वारा बिना कोई कारण बताए सुविधा/ऋण को बंद करने का अधिकार होगा.

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The facility is granted to you for a period of 240 months, subject to annual renewal, the Bank reserves the right to recall the facility or alter the terms and conditions at any time, during the currency of the facility. Bank also reserves the right to discontinue the facility/advance and to with-hold/stop any disbursement, without giving any notice in case of non-compliance/breach of any of the terms and conditions stipulated herein, or any informations / particulars furnished to us found to be incorrect or in case of any development or situations wherein in the opinion of the Bank, its interest will be/ is likely to be prejudicially affected by such continuation or disbursements.

यदि आपको उपर्युक्त नियम व शर्तें स्वीकार्य हैं तो कृपया इस पत्र पर इस आशय के अपने हस्ताक्षर के बाद इसे हमें वापस कर दें कि आपको इस स्वीकृति के सभी नियम व शर्तें स्वीकार्य हैं.

If the above terms and conditions are acceptable to you, kindly arrange to return a copy of this letter duly signed, for having found acceptable/accepted the terms and conditions of sanction

भवदीय
Yours faithfully,

शाखा प्रबंधक
Branch Manager

स्वीकार किया गया
Accepted

( MR. AYUB KHUDBUDDIN MULLA )
ऋणकर्ता /Borrower

स्थान Place
दिनांक Date

76040600001532

①

33

LDOC1
Attestation Memo
Bank of Baroda
Head Office :Mandvi, Baroda
DOMBIVILI(E) Branch

Name of Applicant: MR AYUB KHUDBUDDIN MULLA
Name of Co Applicant:

| | |
|---|---|
| ~~Overdraft~~ / Loan / ~~C.C.~~ against EM of Flat | Limit Rs. 27,00,000.00 |
| Due Date of Account noted in Diary | Checked |
| Due Date of Interest noted in Diary | Checked |
| Due Date of Insc.pol noted in Diary | Checked |
| Due Date of Insc.prem. noted in Diary | Checked |
| Due Date of Govt.& Mun.Dues noted in Diary. | Checked |
| Noted in Ledger noted in Diary | Checked |
| Noted in Security Register noted in Diary | Checked |
| Noted in Bullion Register noted in Diary | Checked |
| Noted in Stock Book Register noted in Diary | Checked |
| Noted in Position Sheet noted in Diary | Checked |
| Noted in Classification Sheet noted in Diary | Checked |

I hereby declare the signature /s /left / right /- hand thumb impression of Ayub Khudbuddin Mulla placed on the above said documents dated 13/03/2023 is /are / that / those of and is / are placed in my presence in witness whereof I subscribed my name.The contents of the aforesaid documents are translated/explained to the said executant,who admits/s the same. "The contents of documents are translated in vernacular and explained to the party/ies who admits / s the same"."The contents of attached document/s have been explained/interpreted to the executant in the vernacular language. namely Hindi and he/she appears to have understood the same"

Date: 13/03/2023 ~~Sr.Mgr.Manager~~ Credit Officer Chief/Sr./Br.Manager

Note: All the columns should be filled in, in all respects. Branch Head should sign this memo after scrutinising all the documents.

Flat 302

34

2

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

ONE HUNDRED RUPEES

रु. 100

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

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42AA 100218

उप कोषागार अधिकारी
कल्याण

13 MAR 2023

FORMING PART AND PARCEL
OF LDOC 23(A)

DULY EXECUTED BY Ayub Khutbuddin Mulla

AT BANK OF BARODA Babasaheb Joshi Road
MAHARASHTRA ON THIS 13/03/2023

Ayub

35

जोडपत्र - २ ₹ 0 2 5 8.6

[illegible] विक्री नोंदवही अनु क्रमांक

मुद्रांकाचा प्रकार

दस्त नोंदणी करणार आहेत का

मिळकतीचे थोडक्यात वर्णन

मुद्रांक विकत घेणा-याचे नांव व सही

[illegible] असल्यास त्याचे नाव, पत्ता व सही

[illegible] पक्षकाराचे नाव

मुद्रांक शुल्क रक्कम

[illegible] कल्याणी [illegible] म. भानुशाली

[illegible] मुद्रांक विक्रेता [illegible]

ठिकाण / पत्ता [illegible] आ. डी. सी. [illegible] (प.)

[illegible]०३२

1 3 MAR 2023

ज्या कामासाठी ज्यांनी मुद्रांक खरेदी केला [illegible] कारणासाठी
मुद्रांक खरेदी केल्यापासून ६ महिन्यांत वापरणे [illegible] आहे.

1 3 MAR 2023

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA © 2022 © 42AA 100219

उप कोषागार अधिकारी
कल्याण
13 MAR 2023

FORMING PART AND PARCEL
OF LDOC 23(A)
DULY EXECUTED BY Ayub Khudbuddin Mulla
AT BANK OF BARODA Babasaheb Joshi Road
MAHARASHTRA ON THIS 13/03/2023

(37)

1DOC 23(4)

जोडपत्र -२ ८०८ 5 0:61

मुद्रांक विक्री नोंदवही अनु क्रमांक

मुद्रांकाचा प्रकार

दस्त नोंदणी करणार आहेत का

मिळकतीचे थोडक्यात वर्णन

मुद्रांक विकत घेणाऱ्याचे नाव व सही

अन्य असल्यास त्यांचे नाव, पत्ता व सही

दुसऱ्या पक्षकाराचे नाव

मुद्रांक शुल्क रक्कम

1 3 MAR 2023

परवानाधारक मुद्रांक विक्रेत्याची सही ... म. भानुशाली

परवाना क्रमांक तसेच मुद्रांक विक्रीचे ... भवन, को. ऑ. हौ. सो

ठिकाण / पत्ता ... डोंबिवली (प)

... ४२१२०२

ज्या कामासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यांत वापरणे ... 1 3 MAR 2023

BANK OF BARODA ★ Dombivli (E) ★

LDOC 23(A)

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Place: ROBOET
Date : 13/03/2023

STAMP AS AN AGREEMENT

**Bank of Baroda**

**LOAN AGREEMENT FOR INDIVIDUAL/S(HOUSING LOANS)**

ARTICLES OF AGREEMENT made at ROBOET this day of Between MR. AYUB KHUDBUDDIN MULLA & residing at FLAT NO 506 , ASHWARI BLDG , TALOJA 26 , PHASE 2 , PHASE 2 , TALOJA , Thane , NaviMumbai , THANE , MAHARASHTRA - OTHER thereinafter referred to as "the Borrower" which expression hereinafter as also the Pronoun "he" shall, though in singular number include the joint borrowers if more than one and his/her/their respective heirs, executors, administrators, estates and effects) of the One Part, Bank of Baroda, a body corporate constituted by and under the Banking Companies (Acquisition and transfer of undertakings) Act, 1970 and having its Head Office at Mandvi, Baroda and a Branch amongst other place at Branch Name (hereinafter called "BOB" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) of the second part.

WHERE AS

1) The borrower has applied for a loan of **Rs. 27,00,000.00/-** upon the basis of and for the purposes set forth in the Borrower's Proposal dated ________ a copy whereof is annexed to this Agreement (Hereinafter referred to as "the Borrower's Proposal")

2) BOB has agreed to advance such loan (hereinafter referred to as "the loan") either at one time or by such installments and on such dates as provided in its Housing Finance Scheme hereinafter referred to as 'the Scheme' (which expression shall include any amendments made there to from time to time and any Rules and Regulations framed there under from time to time) may provide from time to time.

3) It is represented, known and agreed that it is on the strength and faith of the facts, figures and representations mentioned and made in the Borrower's Proposal and in this Agreement that BOB has agreed to advance the said loan

NOW THESE ARTICLES WITNESS that in consideration of the premises IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:-

1) The Borrower hereby warrants the correctness of each and every one of the representations, statements, facts, figures and particulars contained in the Borrower's Proposal and undertakes to carry out the purpose therein set forth in the manner and within the time therein mentioned and the Borrower hereby agrees and undertakes that the said loan shall be utilized exclusively for the purpose of and in the manner set forth in the Borrower' Proposal and for no other purpose.

2) The Borrower agrees and undertakes to notify BOB in writing of any circumstance affecting the correctness of the particulars set forth in the Borrower's Proposal or which may affect the Borrower's ability to carry out the Proposal, within seven days after the occurrence of any such circumstance.

(5)

(79)

3) All disbursements and payments agreed to be made by BOB to the Borrower or to the order /instructions of the Borrower under or in terms of the Scheme and this agreement shall be made by cheque duly crossed and marked account Payee only.

OR

All disbursements and payments to be made by BOB to the Borrower under the Scheme and this Agreement shall be credited to the Borrower's Account maintained with BOB.

4) The Borrower shall pay interest on the said loan or the balance outstanding at the rate of 9.55% p.a. (at present), which is sum of, RBI Repo Rate : 6.50 % (at present), Mark Up of : 2.65 % (at present)

Credit spread of **0.35%** (at present) , The Interest shall be payable at monthly rests. The Bank shall be entitled to reset the Interest rate (including any of its components mentioned above) on monthly basis

AND

the interest shall be paid by the Borrower alongwith the instalments of the principal amount by way of equated monthly instalments which shall be computed and calculated in such manner as the Scheme may provide from time to time. Such equated monthly instalment (referred to as "EMI") computed to include the principal and interest shall be payable by the Borrower commencing one month after the disbursement of the full amount of the loan and in the meantime the Borrower shall pay by monthly instalments the interest on the disbursement of the loan made from time to time, as may be notified by BOB and the monthly instalment so payable shall be referred to as the pre-equated monthly instalment of interest "PEMII". The Borrower agrees that such computation and calculation as may be determined by BOB from time to time shall be binding on the Borrower.

Equated monthly instalments so fixed is for the convenience of the borrower where by interest payable towards the loan is spread over the entire term of repayment fixed. The payment of all such equated monthly instalments should not be construed as full repayment/settlement of loan account. On payment of all the equated monthly instalments, residual amount, if any, in the account due to debiting of overdue/penal interest, additional interest as a consequence of revision in interest rates, other incidental charges, etc., shall be paid separately by the borrower. Security/ies obtained in respect of the loan shall be released by BOB only after satisfaction of the debt in full.

Provided further that BOB shall not be bound to give any notice or intimation to the Borrower about any such outstanding equated monthly instalment and that any delay in payment of the equated monthly instalments shall render the Borrower liable to pay additional/penal interest at such rate and computed in such manner as the Scheme may provide. The borrower understands and agrees that Bank is entitled to recall the entire loan at any time at its pleasure and without assigning any reasons.

(6)

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5) The Borrower/s hereby also agree and undertake that Bank of Baroda will be entitled /authorized/permitted to charge and/or deduct/debit from my/our account/s such sum or sums of money as the Bank may stipulate, incur or bear by way of Guarantee fee, refinance commission, documents verification fees, or any other levy or charge payable by me/us to the Bank for availing finance and/or refinance from Refinancing/Guarantee organization or any other Body Corporate or otherwise, including for verification of security documents by the Bank's Advocate/s officer/s and payable to Bank for such purpose or by the Bank to such Refinancing/Guarantee Organization/s in respect of facilities extended to me/us.

6) In the event of the Borrower not availing of the loan or any part thereof in accordance with the terms of sanction of the loan, the Borrower shall be chargeable to a commitment charge at the rate of 1% per annum computed and payable in the manner provided in the Scheme. The Borrower shall pay all other charges payable under the Scheme including processing charges and administrative charges etc.

7) Notwithstanding anything contained herein or in the scheme the said loan or any part thereof to be disbursed shall be withheld and/or further disbursements/payments be stopped without giving any notice, assigning any reason and/or the entire balance thereof outstanding at the time shall at BOB's option and declaration to that effect, become forthwith due and payable by the Borrower to BOB and BOB will at it s option and after notifying the Borrower in that behalf be entitled to enforce its security upon the happening of any of the following events, namely.

a) any equated monthly instalment or other payment due including penal/overdue interest, additional/penal interest hereunder or under the Scheme remaining unpaid upon the respective due date thereof;
b) any representation or statement of the Borrower's Proposal being found incorrect or the Borrower's committing any breach or default in the performance or observance of any terms or condition or provision contained in these presents and/or the Borrower's proposal and/or any other terms or conditions relating to the loan;
c) the Borrower's entering into any arrangement or composition with its creditors or committing any act of insolvency, or any act the consequences of which may lead to the insolvency of the Borrower;
d) execution or distress or other process being enforced or levied upon or against the whole or any part of the Borrower's property whether secured to BOB or not;
e) a Receiver being appointed in respect of the whole or any part of the property of the Borrower;
f) the Borrower (if any individual) or any of the partners of the Borrower (if a firm) being adjudicated insolvent or taking advantage of any law for the relief of insolvent debtors or entering into any arrangement or composition with his creditors or committing any act of insolvency;
g) If the Borrower shall without the consent in writing of BOB attempt or purport to avail loan /additional loan for the same purpose set forth in the scheme from any other Bank, Financial Institution, any other Organization/Institution/Company or any other person or create any mortgage, charge or lien or encumbrance ranking in priority to or pari passu with or to create any mortgage, charge or lien or encumbrance subsequent to the security given or to be given to BOB for the said loan.
h) The occurrence of any event or circumstance which would or is likely to prejudicially or adversely affect in any manner the capacity of the Borrower either to repay the said loan or to carry out the said proposal.
i) If the borrower utilize or attempt to utilize the loan for any purpose other than set forth in the proposal

(7)

(41)

On the question whether any of the matters, events or circumstances mentioned in the sub clause (a) to (i) above has happened, the option and/or decision of BOB shall be conclusive and binding on the Borrower.

8) The Borrower shall furnish to BOB such evidence as may satisfy BOB about the Borrower having contributed out of his/her/their own funds, the amount of his/her/their contribution as required under the Scheme and also as may after the disbursement is made by BOB, satisfy BOB about the amount/s of the disbursement/s being utilized for and towards the purpose as set out in the Borrower's Proposal.

9) The Borrower agrees that the principal amount of the loan, the interest, commitment charges and all other charges and moneys payable by the Borrower hereunder and under the Scheme shall be secured by the mortgage of the property described in the schedule hereunder written which is the subject matter of the Borrower's Proposal (herein referred to as 'the said property'), of such kind as BOB may determine and the Borrower shall be bound to create the mortgage accordingly at his/her/their costs including the stamp duty chargeable and registration charges, if any.

10) The Borrower has represented and hereby confirms to BOB THAT he/she/they are duly and sufficiently entitled to the land/property/premises which is/are the subject matter of this Agreement and the Borrower's Proposal and has/have a proper title thereto without any encumbrance or charge or lien or mortgage or claim or demand or any other right adverse or inconsistent with his/her/their right thereto or the absolute enjoyment thereof AND THAT there are no adverse claims, disputes or litigations of whatsoever nature relating thereto AND THAT the said Property is not affected by or included in any public scheme of any Government or any other statutory or competent body or authority including any widening or construction or alignment of a road or bridge or any other public constructions or measures.

11) The borrower shall satisfy BOB about his/her/their title to the property by producing a certificate from Lawyer approved by BOB and shall other wise satisfy BOB about such title and take all such steps and execute such document/s as BOB may require for completion of his /her/their title. BOB shall also be entitled to call upon the Borrower to create and execute such other security as it may desire.

12) The Borrower has represented and hereby confirms to the BOB that all taxes, levies, outgoings and other charges of whatsoever nature due and payable in respect of said property are duly paid up to date and shall be paid from time to time as and when becoming due.

13) The Borrower shall insure to the satisfaction of BOB and keep insured all property constituting the Borrower's security against fire and all other risks in a sum equivalent to its full market value in an office approved by BOB in the joint names of BOB and the Borrower or otherwise as BOB may require and shall duly and punctually pay all premiums and shall not do or suffer to be done any act which may invalidate or avoid such insurance and shall deposit the insurance policy and all cover notes, premium receipts and other documents connected therewith with BOB. Any monies realized from such insurance shall at the option of BOB be applied either in reinstating the security or in repayment of the said Loan and Interest provided that if the Borrower shall make any default in insuring and keeping insured all or any property forming BOB's security, then without prejudice to and without affecting BOB rights hereunder, BOB shall be at liberty (but not bound) to insure and keep the same insured and the Borrower

(8)

(92)

shall on demand repay to BOB any amount spent by BOB for effecting such insurance with interest at the rate aforesaid.

14) Without the prior approval in writing from BOB the Borrower shall not:-

a) let out or otherwise howsoever part with the possession of the said property or any part thereof:-
b) mortgage, lease, encumber, alienate, or surrender the said property or any part thereof;
c) enter into any agreement or arrangement with any person, institution or local or Government Body for the use, occupation, development or disposal of the said property or any part thereof;
d) change the user of the said property from the purpose mentioned in the Borrower's Proposal;
e) amalgamate or merge the said property with any other adjacent property or create any right of way or any other easement of whatsoever nature thereon or any part thereof;
f) leave India for employment or business or for a term exceeding six months without repaying the loan with all outstanding interest and other moneys payable hereunder.

15) The Borrower will furnish BOB all such information as BOB may reasonably require for the satisfaction of BOB as to due compliance with the terms of the Borrower's proposal and of the sanctions, grant and utilization of the loan and all such periodical reports and information at such times, in such form and containing such particulars as BOB may call for.

16) BOB or NATIONAL HOUSING BANK (REFINANCER)shall be entitled at any time during the continuance of this Agreement to enter upon the said property to inspect and view the state and condition thereof to be appraised whether the terms and condition contained herein and in the Borrower's proposal are duly carried out and being carried out.

17) No delay in exercising or omission to exercise any right, power or remedy accruing to BOB upon any default under this agreement or under any security documents, or otherwise howsoever shall impair or prejudice any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of BOB in respect of any default affect or impair any right, power or remedy of BOB in respect of any default.

18) It is hereby expressly agreed that BOB shall be at liberty to assign the debt and the benefit of these present and the security for the advance and the security documents to National Housing Bank as security for any refinance obtained by BOB from National Housing Bank in respect of the loan advanced/agreed to be advanced by BOB to the borrower and the Borrower shall if and whenever required by BOB to do so at the Borrower's own expenses do and execute and join in doing and executing all such acts, things, deeds, documents or assurance as BOB may require for the effectuation of such assignment.

19) The borrower/s do hereby unconditionally and irrevocably agree as a condition of such loan /advance extended to me/us by the Bank that in case I/we commit default in the repayment of such loan/advances or in the repayment of interest there on or any of the agreed instalment of the loan on due date, the Bank and Reserve Bank of India will have an unqualified right to disclose or publish my/our name or the name of our company / firm/ unit and/or its directors /partners/proprietors as defaulter/s in such manner and through such medium as the Bank or Reserve Bank of India in their absolute discretion may think fit.

20) The Borrower shall at the request of BOB allow entry of its officers, nominees, servants or agents to inspect the said property for ensuring that the Borrower has duly complied with or is duly complying with the terms of the Borrower's Proposal and the Scheme.

BANK OF BARODA
Dombivli (E)

On the question whether ...

(3)

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21) The borrower/s further agree, declare, undertake, assure and confirm that the following is the exhaustive list of his/her/their legal heirs with full address/es, and the said list is furnished to enable the Bank to take steps for recovery of its dues from any one/some/all of them in the event of my/our demise, or of any one or some or all of us during the currency / pendency of such credit facilities by the Bank to MR. AYUB KHUDBUDDIN MULLA & (Borrower).

**Name of the Borrower: MR. AYUB KHUDBUDDIN MULLA - Age: 28**

| Names of Legal Heirs | Age | Relationship with the Borrower | Address/es | Occupation/ Vocation of legal heirs |
|---|---|---|---|---|
| AFRIN | 26 | Spouse | FLAT NO 506, ASHWARI BLDG, TALOJA 26, PHASE 2, PHASE 2, TALOJA, Thane, NaviMumbai, THANE, MAHARASHTRA, OTHER. | Housemaker |

The Borrower/s further agree, undertake, and assure that he/she/they shall promptly inform the Bank in writing of any change in the above particulars of legal heirs that may be occasioned by birth, death, marriage, etc., and/or, on account of any amendment/change in the general statutes /laws of the country.

22) The Borrower/s also hereunder submit the particulars of immovable properties belonging to him/her/them, which have not been charged to the Bank as also not charged to any other Bank /Financial Institution/Creditor as security for financial assistance granted to him/her/them.

23)The Borrower/s also undertake, agree, assure and confirm that the Borrower/s shall not transfer, dispose of, alienate encumber or deal with in any manner, without prior permission in writing of the Bank, the assets, properties, tangible or intangible or immovable, as are charged or mortgaged to the bank save in the usual course of his/her/their business or as provided for in documents executed in that behalf.

24)The Borrower/s hereby declare further that the particulars of legal heirs, assets, etc., furnished by him/her/them as above are correct and complete, and that the borrowers are fully aware that the Bank is / will be granting credit/other facility/ies to MR. AYUB KHUDBUDDIN MULLA & INTERALIA on the faith of this Undertaking-cum-Declaration-cum-authority.

25)The Borrower/s also agree, undertake and assure that charging or non-charging of additional /penal interest in terms aforesaid shall not in way be construed as waiver satisfaction of any of the terms and conditions stipulated by the Bank for compliance in terms of this undertaking or otherwise howsoever.

BANK OF BARODA

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26)The Borrower/s do hereby unconditionally and irrevocably agree as a condition of such loan /advances extended to him/her/them by the Bank that in case the borrowers commit default in the repayment of such loan/advances or in the repayment of interest thereon or any of the agreed instalment of the loan on due date/the bank and/or the Reserve Bank of India will have an unqualified right to disclose or publish his/her/their name as defaulter/s in such manner and through such medium as the Bank or Reserve Bank of India in their absolute discretion may think fit.

27)The Borrower/s further understand that as a pre-condition, relating to grant of the loans /advances/other non-fund-based credit facilities to him/her/them, the bank, requires his/her /their consent for the disclosure by the bank of, information and data relating to him/her/them, of the credit facility availed of/to be availed, by him/her/them, obligations assumed/to be assumed, by him/her/them, in relation thereto and default, if any, committed by him/her/them, in discharge thereof.

Accordingly, The Borrower/s, hereby agree and give consent of the disclosure by the bank of all or any such:
a) information and data relating to him/her/them,
b) the information or data relating to any credit facility availed of/to be availed, by him/her /them, and
c) default, if any, committed by him/her/them, in discharge of his/her/their such obligation, as the bank may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Ltd and any other agency authorized in this behalf by RBI.

The Borrower/s, declare that the information and data furnished by him/her/them to the bank are true and correct.

The Borrower/s, undertake that
The Borrower/s, undertake that A.The Credit Information Bureau (India) Ltd and any other agency so authorized may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them; and
B.The Credit Information Bureau (India) Ltd and any other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/financial institutions and other credit grantors or registered users, as may be specified by the Reserve Bank in this behalf.

28)The Borrower/s further agree, authorize, assure and confirm that in the even of any default committed by him/her/them in compliance of the terms and conditions or any of them stipulated by the Bank from time to time, the Bank shall be entitled, permitted and authorized to charge without any intimation to them additional or penal rate of interest or further interest at such rate and in accordance with such Rules/Regulation of the Bank and/or such Rules or Regulations or stipulations/directives/guidelines of the Reserve Bank of India on the amount due and payable by him/her/them to the Bank in respect of the credit facilities/financial accommodation extended to him/her/them by the Bank.

29) The Borrower/s further agree, authorize, assure and confirm that in the event of the Bank obtaining any insurance cover or cover for financial risk from an insurance company/ies or any other institution/firm/Body Corporate or otherwise over the assets charged/hypothecated /pledged or mortgaged to the Bank or otherwise taken possession of by the Bank on account of or in consideration of the dues payable by him/her/them for the facilities extended to his/her /their Account/s without any further formalities and intimation by the Bank of having obtained

such insurance, or financial risk cover and such letter informing about the Bank having taken such insurance cover, etc, would be sufficient proof thereof enabling the Bank to recover and /or charge the same to his/her/their accounts/s.

30)

31)

32)

33)This agreement is made on the day, month and year hereinabove written and shall remain in force until all the monies due and payable to BOB under this Agreement are fully paid off and a valid discharge given/obtained by/from BOB to that effect.

SCHEDULE ABOVE REFERRED TO

**(Description of the property)**

Equitable Mortgage, of RESIDENTIAL FLAT, bearing Survey Number S NO 92 ,PLOT NO 7 S NO 92 PLOT NO 8, located at Plot No. -, / Flat No 302 , Door No/House -, Nearest Door -, adm. land Sq Feet, Build up Area 610 , Carpet Area 550, which is situated at FLAT NO 302,3 RD FLOOR, A WING VRUNDAVAN RESIDENCY,DHOMATE ROAD RAMKRUSHNA NAGAR ,VILLAGE DHAMOTE NERAL WEST,TALUKA KARJAT DISTRICT RAIGAD 410101,NEAR SILVERLINE RESIDENCY , Corporation, City Neral, District RAIGARH (MH), State/Region MAHARASHTRA, Country IN, PIN Code 410101 , belonging to MR AYUB KHUDBUDDIN MULLA,

Boundary Description
East : PASSAGE FALT NO 304 & STAIRCASE
West :OPEN TO AIR
North :FLAT NO 303
South : OPEN TO AIR

( Borrower's signature)

Name: MR. AYUB KHUDBUDDIN MULLA

Address: FLAT NO 506 , ASHWARI BLDG ,
TALOJA 26 , PHASE 2 ,
PHASE 2 ,
TALOJA , Thane ,
NaviMumbai , THANE
MAHARASHTRA - OTHER

(56)

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

ONE HUNDRED RUPEES

रु. 100

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

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42AA 100215

उप कोषागार कार्यालय कल्याण

उप कोषागार अधिकारी कल्याण

- 3 MAR 2023

FORMING PART AND PARCEL
OF DOC. Declaration-cum-undertaking-cum-authority
DULY EXECUTED BY Ayub Khudbuddin Mulla
AT BANK OF BARODA Babasaheb Joshi Road
MAHARASHTRA ON THIS 13/03/2023

BANK OF BARODA DOMBIVLI (E)

जोडपत्र -२

मुद्रांक विक्री नोंदवही अनु क्रमांक ____ ₹025...

मुद्रांकाचा प्रकार ____

दस्त नोंदणी करणार आहेत का ____

मिळकतीचे थोडक्यात वर्णन ____

मुद्रांक विकत घेणाऱ्याचे नाव व सही ____

हस्ते असल्यास त्याचे नाव, पत्ता व सही ____

दुसऱ्या पक्षकाराचे नाव ____

मुद्रांक शुल्क रक्कम ____

परवानाधारक मुद्रांक विक्रेत्याची सही ... म. भानुशाली

परवाना क्रमांक तसेच मुद्रांक विक्रीचे ठिकाण / पत्ता ... आं हो. मो

13 MAR 2023

... डोंबिवली (प)

... १२०६०३२

ज्या कामासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यांत वापरणे बंधनकारक आहे.

13 MAR 2023

48

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA © 2022 © 42AA 100216

उप कोषागार कार्यालय

उप कोषागार अधिकारी
कल्याण

13 MAR 2023

FORMING PART AND PARCEL
OF DOC Declaration-cum-undertaking-
cum-authority
DULY EXECUTED BY Ayub Khudbuddin Mulla
AT BANK Babasaheb Joshi Road
MAHARASHTRA ON THIS 13/03/2023

(५१)

जोडपत्र -२ ₹ 0 2 5 861

मुद्रांक विक्री नोंदवही अनु क्रमांक

मुद्रांकाचा प्रकार

दस्त नोंदणी करणार आहेत का

मिळकतीचे थोडक्यात वर्णन

मुद्रांक विकत घेणाऱ्याचे नाव व सही

हस्ते असल्यास त्याचे नाव, पत्ता व सही

दुसऱ्या पक्षकाराचे नाव

मुद्रांक शुल्क रक्कम

परवानाधारक मुद्रांक विक्रेत्याची सही ... म. भानुशाली

परवाना क्रमांक तथा मुद्रांक विक्रीचे ठिकाण ... ऑ ऑ. को

ठिकाण / पत्ता 13 MAR 2023 ...(प)

...०६०३२

ज्या कामासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

13 MAR 2023

(50)

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

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उप कोषागार अधिकारी कल्याण

3 MAR 2023

FORMING PART AND PARCEL
OF DOC. Declaration - cum - undertaking - cum - authority
DULY EXECUTED BY Ayub Khudbuddin Mulla
AT BANK OF BARODA Babasaheb Joshi Road
MAHARASHTRA ON THIS 13/03/2023

(51)

परिशिष्ट - २

मुद्रांक विक्री नोंदवही अनु क्रमांक ₹ 0 2 5 8 9 6

मुद्रांकाचा प्रकार

दस्त नोंदणी करणार आहेत का

मिळकतीचे थोडक्यात वर्णन

मुद्रांक विकत घेणाऱ्याचे नाव व सही

हस्ते असल्यास त्याचे नाव, पत्ता व सही

दुसऱ्या पक्षकाराचे नाव

मुद्रांक शुल्क रक्कम

परवानाधारक मुद्रांक विक्रेत्याची ... सांकुशारी

परवाना क्रमांक तसेच मुद्रांक विक्रीचे ... श्री.मो

ठिकाण / पत्ता 13 MAR 2023

...४०३२

ज्या कामासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात 13 MAR 2023 वापरणे बंधनकारक आहे.

(52)

(To be stamped as Agreement

Date: 13/03/2023

Place: Dombivli

**Declaration-cum-Undertakings-cum-Authority**

IN CONSIDERATION OF BANK OF BARODA, extending/having extended credit facilities by way of various Loans/Cash Credit/Guarantee facilities/Temporary Overdraft/Bills Purchase/Bills Discounting facilities / Documentary letters of Credit or any other financial accommodation to me/us, I/We ________ MR. AYUB KHUDBUDDIN MULLA (Borrowers) (Guarantors), having my/our business plac /Registered Office/Residence at Taloja, respectively hereby agree, undertake, authorize, assure and affirm as follows:

1. I/We agree and undertake that for the credit facilities granted to me/us and/or availed by me/us the Bank will be entitled/authorized/permitted to charge and/or deduct/debit/recover from my/our Accounts such sum or sums of money as the Bank may stipulate, incur or bear by way of guarantee fee; refinance commission, document verification fees, or any other levy or charge payable by me/us to the Bank for availing finance and/or refinance under DICGC/ECGC/IDBI/NABARD/SIDBI or other Body Corporate or otherwise, including for verification of security documents by the Bank's Advocate/s and payable to the Bank for such purpose or by the Bank to such Refinancing/Guarantee Organization/s in respect of facilities extended to me/us.

2. I/We further agree, authorize, assure and confirm that in the event of any default committed by me/us in compliance of the terms and conditions or any of them stipulated by the Bank from time to time, the Bank shall be entitled, permitted and authorized to charge without any intimation to us additional or penal rate of interest or further interest at such rate and in accordance with such Rules/Regulations of the Bank and/or such Rules or Regulations or stipulations/directives/guidelines of the Reserve Bank of India on the amount due and payable by me/us to the Bank in respect of the credit facilities/financial accommodation extended to me/us by the Bank.

3. I/We further agree, authorize, assure and confirm that in the event of the Bank obtaining any insurance cover or cover for financial risk from an insurance company/ies or any other institution/firm/Body Corporate or otherwise over the assets charged/hypothecated/pledged or mortgaged to the Bank or otherwise taken possession of by the Bank on account of or in consideration of the dues payable by me/us for the facilities extended to my/our Account/s without any further formalities and intimation by the Bank of having obtained such insurance, or financial risk cover and such letter informing about the Bank having taken such insurance cover, etc, would be sufficient proof thereof enabling the Bank to recover and/or charge the same to my/our account/s.

a. I/We further agree, authorize, assure and confirm that the Bank shall be entitled to charge additional, penal or further interest at the rate as may be decided by the Bank for the adhoc facility/facilities agreed to be extended/may be extended by the bank to me/us and such additional interest may be continued to be

Ayub

BANK OF BARODA

charged to me/us by the Bank as long as I/We avail such adhoc facility and/or earlier, as may ... by the Bank from time to time.

b. I/We further agree, assure and undertake that in the event of Bank requiring any information for processing/review of my/our account including furnishing of statements of stocks/Balance Sheet (audited or otherwise) CMA Data statement of other particulars may be required by the Bank within the stipulated period or at the time of processing/review of my/our account and if for any reason, whatsoever, I am/we are unable to furnish the same within a week or such other reasonable time as the Bank may, upon specific request by me/us, agree to, in writing, then the Bank shall be entitled to charge to my/our account and/or claim additional interest at the rate of 2% per annum notwithstanding technical review of my/our account as may be otherwise carried out by the Bank in the absence of such information, submission as required by the Bank.

4. I/We further agree, declare, undertake, assure and confirm that the following is the exhausted list of my /our legal heirs with his/her/their full address/es, and the said list is furnished to enable the Bank to take steps for recovery of its dues from any one/some/all of them in the event of my/our demise, or of any one or some or all of us during the currency/pendency of such credit facilities by the Bank to Mr./M/s. ________________ (Borrower)/s.

**Name of the Borrower: MR. AYUB KHUDBUDDIN MULLA - Age:**

| Names of Legal Heirs | Age | Relationship with the Borrower | Address/es | Occupation/ Vocation of legal heirs |
|---|---|---|---|---|
| AFRIN | 26 | Spouse | FLAT NO 506, ASHWARI BLDG, TALOJA 26, PHASE 2, PHASE 2, TALOJA, Thane, NaviMumbai, THANE, MAHARASHTRA, OTHER. | Housemaker |
| ANVIYA MULLA | 1 | Daughter | FLAT NO 506, ASHWARI BLDG, TALOJA 26, PHASE 2, PHASE 2, TALOJA, Thane, NaviMumbai, THANE, MAHARASHTRA, OTHER. | Others |

I/We further agree, undertake, and assure that I/We shall promptly inform you in writing of any change in the above particulars of my/our legal heirs that may be occasioned by birth, death, marriage, etc., and/or, on account of any amendment/change in the general statutes/laws of the country.

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5. I/We also hereunder submit the particulars of immovable properties belonging to me/us, which have not been charged to the Bank as also not charged to any other Bank/Financial Institution/Creditor as security for financial assistance granted to me/us.

6. I/We also undertake, agree, assure and confirm that I/we shall not transfer, dispose of, alienate encumber or deal with in any manner, without prior permission in writing of the Bank, the assets, properties, tangible or intangible or immovable, as are charged or mortgaged to the Bank same in the usual course of my/our business or as provided for in documents executed in that behalf.

7. I/We hereby declare further that the particulars of legal heirs, assets, etc., furnished by me/us as above are correct and complete, and that I am/ we are fully aware that the Bank is/will be granting credit/other facility/ies to ______________, INTERALIA on the faith of this Undertaking-cum-Declaration-cum-Authority.

8. I/We also agree, undertake and assure that charging or non-charging of additional/penal interest in terms aforesaid shall not in way be construed as waiver satisfaction of any of the terms and conditions stipulated by the Bank for compliance in terms of this undertaking or otherwise howsoever.

9. I/We (for borrower/s) do hereby unconditionally and irrevocably agree as a condition of such loan /advances extended to me/us by the Bank that in case I/we commit default in the repayment of such loan /advances of in the repayment of interest thereon or any of the agreed instalment of the loan on due date /the bank and/or the Reserve Bank of India will have an unqualified right to disclose or publish my/our name or the name of the our company/firm/unit and/or its directors/partners/proprietors as defaulter/s in such manner and through such medium as the Bank or Reserve Bank of India in their absolute discretion may think fit.

10. I/ We ____________, (Borrowers) and (Guarantors) understand, agree and give consent that "In the event of dishonour of guarantee, on invocation by bank, we guarantor /s can be reckoned as willful defaulter in terms of guidelines on Willful Defaulter issued by the Reserve Bank of India, as may be amended from time to time".

11. I/We further understand that as a pre-condition, relating to grant of the loans/advances/other non-fund-based credit facilities to me/us, the bank, requires my/our consent for the disclosure by the bank of, information and data relating to me/us, of the credit facility availed of/to be availed, by me/us, obligations assumed/to be assumed, by me/us, in relation thereto and default, if any, committed by me/us, in discharge thereof.

Accordingly, I/We, hereby agree and give consent of the disclosure by the bank of all or any such:

a. information and data relating to me/us.
b. the information or data relating to any credit facility availed of/to be availed, by me/us, and
c. default, if any, committed by me/us, in discharge of my/our such obligation, as the bank may deem appropriate and necessary to disclose and furnish to any agency authorized by RBI

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I/We, declare that the information and data furnished by me/us to the bank are true and correct.

12. Further, in consideration of Bank of Baroda agreeing to grant us the credit facilities secured interalia by hypothecation of stocks, book debts, machinery etc., and in consideration of the Bank at our request continuing and having continued the above mentioned facilities, we ______________________________ Limited, agree, confirm and undertake:

a) To deal exclusively with your Bank.

b) Not to incur capital expenditure for major expansion / diversification /modernisation without Bank's written consent.

c) To appoint you as the Manager to the issue in case the Company enters the capital market for issue of shares/debentures.

d) To submit stock statements/quarterly statements in the stipulated time and in the prescribed manner and in case of delay or default in submission, to pay penal rate of interest as per Reserve Bank of India / Bank's guidelines.

e) Not to allow promoters to disinvest / transfer their share holding without the consent of the Bank.

f) To execute proper documents for each type of facility as detailed in the sanction and registration of charges with the Registrar of Companies, wherever necessary, within the stipulated time, before disbursement / release of the sanctioned facilities.

g) To keep hypothecated security fully insured against fire and such other risks as may be required by the Bank and to submit the respective insurance policies to the Bank.

h) To allow Bank to carry out inspection of the hypothecated securities at periodical intervals and to bear the inspection charges and other incidental charges incurred by the Bank in connection therewith.

i) To allow Bank to charge penal interest @ 2.00 % above the rate applicable to loans and/or advances, on the entire outstanding under the following circumstances :-

A) Default in repayment of loan installments.

B) Non submission /delayed submission of quarterly operative statement and half yearly fund flow statement.

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C) Non submission / Delayed submission of monthly stock/book debts statements and other financial data.

D) Excess borrowing in the Cash Credit/OD Account.

E) Default in borrowing covenants.

(j) To obtain the Bank's written consent in respect of the following matters:-

A) Entering into any borrowing arrangements with other Banks, Financial Institutions and/or any other parties.

B) Taking up a new project or large scale expansion.

C) Making investment in or giving loans to subordinates, associate concerns, individuals or other parties.

D) Effecting mergers and acquisitions.

E) Paying dividend other than out of current year's earnings after making due provisions.

F) Giving guarantee on behalf of third parties.

G) Premature repayment of loans and discharge of other liabilities.

(k) Not to create without Bank's prior written consent, charges on all or any of the assets and properties of the Company, other than the existing /proposed charges in favour of other Financial Institution/Banks.

(l) That all the moneys advanced or to be advanced by the Bank under the facilities mentioned herein above shall be utilised exclusively for the purpose set-forth in our proposal and for no other purpose and if the said loan/advance is utilised or attempted to be utilised for any other purpose or if the Bank apprehends or has reasons to believe that the said loan/advance is being utilised for any other purpose, the Bank shall have the right to forthwith recall the entire or any part of the loan/advance without assigning any reason there for.

(m) That notwithstanding anything to the contrary contained in any of the documents/agreements executec /to be executed by us as also in the Letter of Sanction by the Bank, the Bank shall be entitled to charge the contractual rate of interest at its own discretion without any intimation to us to bring it in conformity with the rate of interest prescribed by the Reserve Bank of India or any other eventuality such as reintroduction of Interest Tax, etc. from time to time and the same shall be binding on us as if such change were already incorporated in the documents executed by us.

(57)

(n) That in the event of any irregularity, the Bank at its discretion shall be entitled to charge on the entire outstanding or any portion thereof interest at such enhanced rates as it may fix during the continuance of such irregularity. We understand that it is on the faith of the aforesaid representations and express undertakings that the Bank has consented to entertain our proposal for the said facilities.

IN WITNESS WHEREOF, I/We set and subscribed my/our hand/s this 13th day of March 2023.

SIGNED & DELIVERED BY THE
WITH IN NAMED

Letter of installment with acceleration clause

**(Unstamped)**

Bank of Baroda,

DOMBIVILI(E) , Branch

Place: DOMBIVILI(E)

Date: 13/03/2023

Dear Sirs,

Re: My/Our Loan Account upto a limit of Rs. **27,00,000.00**.

With reference to the above, I/We hereby agree and undertake to repay the sum in monthly/quarterly/half yearly /yearly installments of Rs. 25,256.00 each commencing from 10/04/2023.

I/We also agree that in the event of default in payment of any instalments and/or interest, I/We shall pay an additional interest at the rate of 2 % per annum on the entire outstanding for the period from the due date of instalment and/or interest to the date on which instalment and/or interest is actually paid.

I/We, however, understand and agree that the Bank is entitled to recall the entire loan at my time at its pleasure and without assigning any reason.

Yours faithfully,

MR AYUB KHUDBUDDIN MULLA

(59)

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

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उप कोषागार अधिकारी
कल्याण

- 3 MAR 2023

FORMING PART AND PARCEL
OF LDOC Letter of undertaking for post dated cheques
DULY EXECUTED BY Ayub Khudbuddin Mulla
AT BANK OF BARODA Babasaheb Joshi Road
MAHARASHTRA ON THIS 13/03/2023

60

₹0258.61

जोडपत्र -२

मुद्रांक विक्री नोंदवही अनु क्रमांक

मुद्रांकाचा प्रकार

दस्त नोंदणी करणार आहेत का

मिळकतीचे थोडक्यात वर्णन

मुद्रांक विकत घेणाऱ्याचे नाव व सही

हस्ते असल्यास त्याचे नाव, पत्ता व सही

दुसऱ्या पक्षकाराचे नाव-

मुद्रांक शुल्क रक्कम

.परवानाधारक मुद्रांक विक्रेत्याची सही [illegible] भानुशाली

परवाना क्रमांक तसेच [illegible] भवन, को. ऑ. हौ. सो

ठिकाण / पत्ता [illegible] रोड, डोंबिवली(प)

[illegible] नं. १२०६०३२

13 MAR 2023

ज्या कामासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी

मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

13 MAR 2023

बँक ऑफ बड़ौदा/BANK OF BARODA

Dombivli (E)

67

## LETTER OF UNDERTAKING

## FOR POST DATED CHEQUES

**Stamp as Agreement**

**Bank of Baroda**

**Babasaheb Joshi Road** Branch

Dear Sirs,

**Re** :Post Dated Cheques (EMIs) towards payment of my / our dues of Rs. 2700,000/- in Term Loan account No 76040600001532 of ______

In consideration of loan facility of Rs 27,00,000/- (Rupees Twenty seven lakh only) granted by you at my / our request, Inter-alia against Demand Promissory Note / Term Loan Agreement for Rs 2700,000/- /- I / We , Mr. / ~~Ms~~ Ayub Khudbuddin Mulla hereby issue the initial / first set of twelve post-dated cheques, in favour of the Bank towards repayment of the above said loan amount in 240 instalments (No. of EMI) and agree, assure, declare and undertake as under:

**(i)** The first eleven (11) cheques as aforesaid shall be drawn in your favour for 11 equal monthly instalments and the 12th cheque shall be issued/drawn for the entire residual dues.

**(ii)** I / ~~We~~, Mr. / ~~Ms~~. Ayub Khudbuddin Mulla shall substitute the 12th cheque so issued, with another set of twelve (12) cheques, 11 of which covering further equal monthly instalments and the twelfth one, again for the residual amount as stated supra., and this procedure shall continue to be repeated / followed by me / us as long as required, that is, till the entire / full loan amount / dues is paid or discharged by me / us. In case the residual dues amount to 11 EMIs or less, the number of cheques issuable shall stand proportionately / accordingly reduced. Under the said arrangement, the 12th (twelfth) cheque issued for residual dues (every time) shall be returned by you to me / us for cancellation / destruction. The details of the said first set of cheques so issued are given here under:-

| Sr. No. | Cheque No. | Date | Particulars | Amount |
|---|---|---|---|---|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |
| 11 | | | | |
| 12 | | | | |

**(iii)** I / We shall keep the account on which the post-dated / other cheques are drawn adequately funded and ensure at all times and in any event, that the cheques issued by me / us are paid promptly as and when they are presented.

Your's faithfully,

62

ELECTRONIC CLEARING SERVICE (DEBIT CLEARING)

Unique Reference No (Loan a/c number).

The Manager

(Bank Name):

(Branch Name):

(Address):

Telephone No:

I/We hereby authorize you to debit my account for making payment to M/s TechProcess Payment Services Limited, the authorized service provider of Bank of Baroda to debit my/our bank account to remit payments through ECS (Debit) clearing as per the details given as under.

A. Account Holder Name (As per records of bank):

B. Account Number:

C. MICR - 9 Digit code number of the bank and branch:

D. Account Type (S.B. Account/Current Account or Cash Credit):

E. Ledger No. / Ledger Folio No.:

F.

| Date of effect | Periodicity (M/BiM/Qly /etc.) | Amount of installment (Fixed/Upper Limit) | Number of installments |
|---|---|---|---|

1. ECS Debit Start Date: 2. ECS Debit End Date:

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.

Date: (Signature of the account holders)

Certified that the particulars furnished above are correct as per our records.

Date:

{Signature of the Authorized official and Stamp from the Bank (Destination)}

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA © 2022 © 42AA 100213

उप कोषागार कार्यालय कल्याण

उप कोषागार अधिकारी
कल्याण

13 MAR 2023

FORMING PART AND PARCEL
OF LDOC Undertaking for unconditional cancellation of withdrawn commitments
DULY EXECUTED BY Ayub Khudbuddin Mulla

AT BANK OF BARODA Babasaheb Joshi Road
MAHARASHTRA ON THIS 13 /03 /2023

Bank of Baroda

(61)

जोडपत्र - २

मुद्रांक विक्री नोंदवही अनु क्रमांक ________ ₹ 0 2 5 8 61

मुद्रांकाचा प्रकार ________

दस्त नोंदणी करणार आहेत का ________

मिळकतीचे थोडक्यात वर्णन ________

मुद्रांक विकत घेणा-याचे नाव व सही ________

हस्ते असल्यास त्याचे नाव,पत्ता व सही ________

दुस-या पक्षकाराचे नाव ________

मुद्रांक शुल्क रक्कम ________

परवानाधारक मुद्रांक विक्रेत्याची सही नाव- लक्ष्मण म. भानुशाली

परवाना क्रमांक व मुद्रांक विक्रेता ओ. [illegible] भवन, को. ऑ. हौ. सो

ठिकाण / पत्ता 13 MAR 2023 डोंबिवली (प)

ली. नं. १२०६०३२

ज्या कामासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

BANK OF BARODA Dombivli

13 MAR 2023

65

Undertaking for unconditional Cancellation of Undrawn Commitments

The Branch Head
Bank of Baroda
B.T. Road Branch
Dombivli Place

Re: Our Credit facilities with you

We have been sanctioned following credit facilities by the bank in terms of sanction letter no. 1474385 dated 08/03/2023

| Sr. No. | Nature of Facility | Limit | Present Outstanding |
|---|---|---|---|
| 1. | A. Fund Based | | |
| | i) Cash Credit | | |
| | ii) Over Draft | | |
| | iii) Term Loan | 2700,000/- | |
| | iv) Any other facility – (Pl. mention ) | | |
| | Sub Total | | |
| 2. | B. Non – Fund Based | | |
| | i) Bank Guarantee | | |
| | ii) Letter of Credit | | |
| | iii) Any other facility – (Pl. mention ) | | |
| | Sub Total | | |
| | Total | 27,00,000/- | |
| | (Because in case of interchangeability, Sub Total/Limit/Total may not be arithmetic total of individual credit limits) | | |

Notwithstanding anything contained contrary to this in the Bank's sanction letter dt ........ and other loan documents, We agree that the upon the decline of our creditworthiness or potential event of default and/or internal adverse change, Bank may in its absolute discretion cancel without prior notice to us any undrawn portion of the sanctioned credit limits without assigning any reason or conditions whatever. We are aware that Bank has a right to cancel the undrawn portion and agree that we will not dispute or question, Bank's decision in this regard and Bank's decision is final and binding.

I/We state that we have given this undertaking on our own volition.

( )

Borrower

66

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA © 2022 © 42AA 152960

NOTARY ADV. GAJANAN S. GHATE TAL. KALYAN GOVT. OF INDIA

NOTARIAL NOTARIAL NOTARIAL NOTARIAL NOTARIAL

उप कोषागार कार्यालय कल्याण

उप कोषागार अधिकारी
कल्याण

24 FEB 2023

NOTARY
ADV.
GAJANAN S. GHATE
TAL. KALYAN
DIST. THANE
REG. NO. 15743
EX. DT. 05-12-2024
GOVT. OF INDIA

FORMING PART AND PARCEL
OF DOC. Undertaking for Home Loan
DULY EXECUTED BY Ayub Khudbuddin Mulla
AT BANK OF BARODA, Babasaheb Joshi Road
MAHARASHTRA ON THIS 13/03/2023

BANK OF BARODA

(67)

00042

जोडपत्र -२

मुद्रांक विक्री नोंदवही अनु क्रमांक

मुद्रांकाचा प्रकार

दस्त नोंदणी करणार आहेत का

0 3 MAR 2023

मुद्रांक खरेदी ... आहे.

0 3 MAR 2023

(68)

NOTARY
ADV. GAJANAN S. GHATE
TAL. KALYAN
DIST. THANE
REG. NO. 15743
EX. DT. 03-12-2024
GOVT. OF INDIA

# UNDERTAKING FOR HOME LOAN

The Branch Manager
Bank of Baroda
Babasaheb Joshi Road Branch

Sir,

I hereby undertake the following:

1. To deposit the original share certificate when issued by the society.
2. To create bank's lien noting over the flat in builder's / society's record.
3. To submit the original payment receipts.
4. To bear the insurance premium for the full tenure of the loan of the property mortgaged to the bank.
5. To submit the maintenance receipts/light bill/property tax receipt of the property in the name of borrowers.
6. To submit copy of completion/ occupancy certificate issued by competent authority.
7. To submit possession letter issued by the builder for having taken physical possession thereof.
8. To bear the cost of registering particulars of mortgage (created by way of deposit of title deeds) with Central Registry within 30 days from the date of creation of mortgage.
9. To file a notice of intimation of having created mortgage ,within 30days from the date of creation of the mortgage, in the office of the sub registrar (s) and the charges for the same to be borne by us.
10. To submit PDC in CTS-2010 standard format.
11. The Built up property has been constructed as per sanctioned plan.
12. I authorize you to disburse directly to the seller.
13. There are no external borrowings and the margin money contribution is from my own sources.
14. I shall take written permission from Bank of Baroda, Babasaheb Joshi Road Branch before doing any modification/renovation /demolition/ rent out of the proposed mortgaged property.

ATTESTED BY ME
NOTARY
GOVERNMENT OF INDIA
GAJANAN S. GHATE
Saurabh Palace CHS Ltd.,
Dist-Thane-421 202. Maharashtra

EXPLAINED & IDENTIFIED BY ME

**Yours Faithfully**

NOTARY
ADV. GAJANAN S. GHATE
TAL. KALYAN
DIST. THANE
REG. NO. 15743
EX. DT. 03-12-2024
GOVT. OF INDIA

13 MAR 2023

BANK OF BARODA

महाराष्ट्र शासन

GOVERNMENT OF MAHARASHTRA

ई-सुरक्षित बँक व कोषागार पावती

e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

19567134506880

Bank/Branch: IBKL - 6910614/Bhandup
Pmt Txn id : 2797237252
Pmt DtTime : 13-MAR-2023@12:49:46
ChallanIdNo: 69103332023031350212
District : 1301-RAIGAD

Stationery No: 19567134506880
Print DtTime : 13-MAR-2023 17:37:50
GRAS GRN : MH016669029202223S
Office Name : IGR149-KJT_KARJAT SUB R
GRN Date : 13-Mar-2023@12:49:46

StDuty Schm: 0030046401-75/STAMP DUTY
StDuty Amt : R 8,100/- (Rs Eight, One Zero Zero only)

RgnFee Schm: 0030063301-70/Registration Fees
RgnFee Amt : R 0/- (Rs Zero only)

Article : 6(1).2--Equitable Mortgage
Prop Mvblty: Immovable Consideration: R 27,00,000/-
Prop Descr : FLAT NO 302,3RD FLOOR,VRINDAVAN,PLOT NO 7 AND 8,RESIDENCY A WING,SURVEY NO 92,DHAMOTE RAIGAD,Maharashtra,401010
Duty Payer: PAN-CFCPM9255E,AYUB KHUDBUDHIN MULLA

Other Party: PAN-AAACB1534F,BANK OF BARODA

Bank official1 Name & Signature

Bank official2 Name & Signature
--- --- Space for customer/office use - - - Please write below this line --- ---

e-SBTR IS VALID UPTO SIX MONTHS FROM THE DATE OF PAYMENT.

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# MEMORANDUM OF DEPOSIT OF TITLE DEEDS

ON THIS 13th DAY OF Mar ,2023 **Mr. Ayub Khudbuddin Mulla** attended the office of BANK OF BARODA, Babasaheb Joshi Road Branch (herein after for brevity sake referred to as "the Bank") at 2.30 ~~a.m.~~/ p.m. on day of ,2023, and called on Mr. Nishant Kumar Choudhary, Senior Manager of the said bank and delivered to and deposited with him in the presence of Mrs. Dipti Shashikumar, Asst Manager of the said bank, the documents of title, evidences, deeds and writing more particularly described in the first schedule here under written in respect of **Flat No. 302,** on 3rd floor, adm. 610 sq. fts. of Built-up Area, in 'A' Wing, in the Building known as **"Vrundavan Residency",** constructed on land bearing Survey No. 92, Plot No. 7 & Survey No. 92, Plot No. 8 at Village Dhamote, Taluka Karjat, Dist. Raigad(herein after for brevity sake referred to as "the said Property") more particularly described in the second schedule here under written.

Whilst making the deposit of title deeds, **Mr. Ayub Khudbuddin Mulla** stated that they are making the deposit of title deeds with an intention to create security by way of Mortgage by deposit of title deeds in respect of the said Flat in favour of the bank as a security to interalia, secure the due repayment discharge and redemption in respect of Baroda Home Loan Facility of Rs. 27,00,000/- together with interest, compound interest, interest tax, additional/ further interest in case of default, penal interest, commission, liquidated damages, premium on pre-payment or on redemption costs, charges, expenses and other moneys payable by us to the bank.

**Mr. Ayub Khudbuddin Mulla** further confirmed that he have verified the title in respect of the said Property to be clear and marketable free from encumbrances and that there is no mortgage, charge, lien or any other encumbrances, attachment or any right or any further demand or claim suit or action over or in respect of the said Property in favour of any person, firm, company, body corporate, government, society or any entity whatsoever and that and he further confirmed that no proceeding are pending or initiated against him under Income Tax Act, 1961 or any other law in force in India for the time being and that no notice has been received by or served on him under Rules 2, 16, 21 and 51 or under any other Rules of the second schedule to the Income Tax Act, 1961 and/or under any other law and that there is no pending attachments whatsoever levied, issued or initiated against the said Property.

Mr. Nishant Kumar Choudhary, Senior Manger of the bank accepted such deposit of title deed made by the said **Mr. Ayub Khudbuddin Mulla** as security for the due repayment discharge and redemption of the amount due and payable in respect of the Baroda Home Loan Facility of Rs. 27,00,000/- granted/agreed to

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be granted by the bank to him as mentioned hereinabove together with interest, costs, charges and expenses and other moneys in the presence of Mrs. Dipti Shahikumar, Asst Manager of the bank who was present at the time of creation of mortgage by deposit of title deeds.

**FIRST SCHEDULE ABOVE REFERRED TO**

**(List of Documents in Original Flat no 302)**

1. Original Agreement for Sale dated 01.03.2023 executed between Shri. Umesh Shantilal Thakkar as the Vendor and Shreeji Enterprises through its Partner Mr. Ramesh Sava Thans as the Developers/Confirming Party and Mr. Ayub Khudbuddin Mulla as the Purchaser, which is duly registered with SRO, Karjat-2 under Sr. No. KJR-2/1186/2023 on 01.03.2023.
2. Original Registration Receipt No. 1352 dated 01.03.2023 for Rs.30960/- issued by SRO, Karjat-2.
3. Copy of Occupancy Certificate bearing No. RJP/Bandhkam/NSVP/60/2023 dated 14.02.2023 Neral Sankul Vikas Pradhikaran, Raigad Zilla Parishad, Alibaug
4. Copy of Commencement Certificate bearing No. RJP/GP/NSVP/442/2016 dated 28.10.2016 issued by Neral Sankul Vikas Pradhikaran, Raigad Zilla Parishad, Alibaug.
5. Copy of RERA Certificate No. P52000023752 dated 28.04.2022.
6. Copy of Floor Plan.
7. Original No Objection Letter issued by Promoter/Developers for creating equitable mortgage of the said Flat in favour of Bank of Baroda.
8. Declaration executed by Mr. Ayub Khudbuddin Mulla
9. Power of attorney executed by Mr. Ayub Khudbuddin Mulla

**SECOND SCHEDULE ABOVE REFEREED TO**

**(Description of the Property)**

**Flat No. 302**, on 3rd floor, adm. 610 sq. fts. of Built-up Area, in **'A'** Wing, in the Building known as **"Vrundavan Residency"**, constructed on land bearing Survey No. 92, Plot No. 7 & Survey No. 92, Plot No. 8 at Village Dhamote, Taluka Karjat, Dist. Raigad.

BANK OF BARODA

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Note: The aforesaid oral consent was given by the said **Mr. Ayub Khudbuddin Muila** to Senior Manager of the Bank in the presence of Mrs. Dipti Shashikumar, Asst Manager of the bank on this 13th day of Mar ,2023.

For BANK OF BARODA

SENIOR MANAGER

Witness:

Mrs. Dipti Shashikumar

Asst Manager

Bank of Baroda

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| This Proof-Of-Payment is for obtaining E-SBTR from the selected branch | | |
|---|---|---|
| e-SBTR-Cyber Receipt | | |
| GRN NUMBER: | | MH016888852722272239 |
| GRN Received Date: | | 20230313120030 |
| Bank CIN: | | 69103332023031350184 |
| CIN Date : | | 13-03-2023 12:30:20 |
| Payment Reference Number : | | 2797230277 |
| Stamp Duty Amount- | 0030046401-75 | 8100.00 |
| Registration Fees Amount- | 0030063301-70 | 0.00 |
| Total : | | 8100.00 |
| Total Amount (In Words): | | Eight Thousand One Hundred Zero Paise only |
| District : | | 1301-RAIGAD |
| Office Name : | | IGR149-KJT_KARJAT SUB REGISTRAR |
| Branch Name: | | Bhandup(1137) |
| Financial Year : | | 2022-2023 |
| Duty Payer Party Name: | | AYUB KHUDBUDDIN MULLA |
| Duty Payer ID: | | PAN-CI CPM8056I |
| Article Code : | | 6(1)-2--Equitable Mortgage |
| Consideration Amount : | | 2700000 |
| Property Area : | | 1.00 |
| Moveability : | | I |
| Other Payer Party Name : | | BANK OF BARODA |
| Other Payer Party Id : | | PAN-AAACB1534B |

LDOC 90(D) (90)D 74

LETTER OF CONFIRMATION OF MORTGAGE
(In respect of Personal Property)

(Unstamped)
Date: 13/03/2023
Place: DOMBIVILI(E)

Bank of Baroda
DOMBIVILI(E) ,
Branch

Dear Sirs,

Re:

I confirm that as already agreed upon, I have on 13/03/2023 called at the Office of Bank of Baroda, DOMBIVILI(E) and deposited the documents of title, deeds, evidences, documents and writings in respect of my immovable properties together with buildings and structures thereon and fixtures and fittings both present and future (more fully described in the Schedule hereunder), with an intent to create a security by way of mortgage by deposit of title deeds on a First Charge Basis over the said immovable properties for the due repayment, discharge and redemption by Mr./M/s AYUB KHUDBUDDIN MULLA to Bank of Baroda of its Term Loan facility/ies aggregating to Rs. 27,00,000.00 lacs, together with interest, costs, charges, expenses and other moneys payable thereon.

SCHEDULE

(Signature of the Mortgagors)

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## ANNEXURE 'A'

The following persons attended the office of Bank of Baroda, DOMBIVILI(E) Branch at R.'J. Road ________ on 13/03/2022 at the time of creation of mortgage by deposit of title deeds /by constructive delivery to secure Term Loan , New

Sanctioned to Mr./Mrs. **MR AYUB KHUDBUDDIN MULLA**

By the Bank of Baroda DOMBIVILI(E) Branch.

| Sr.No | Name and Designation | Signature |
|---|---|---|
| 1 | Ayub Khudbuddin Mulla | |
| 2 | Dipti Shashikumar | |
| 3 | Nishant Kumar Choudhary | |
| 4 | | |

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**ANNEXURE 'B'**

Date 13/03/2023

I/~~We~~ Mr. Ayub Khudbuddin Mulla Mr.________________andMr.________________

________on my /our behalf or on behalf of M/s.________________________as partner for

and on behalf of M/s.______________________________a partnership Firm/a director for

and of behalf of M/s____________________________________Hereby confirm and declare that I/~~We~~ had called at your B. T. Road Branch at A.M./P.M. on 13/03/23 and deposited the title deeds, Document evidences and writings in relation to the immovable properties situated at Neral together with building and structures, immovable plants and machinery, fixtures and fittings more particularly described in the schedule hereunder written with an intention to create security thereon as and by way of equitable mortgage by deposit of title deeds as and by way of first/Second charge in your favour for the due repayment discharge or redemption by me or byM/s.__________________/by M/s.________________________ to Bank of Baroda of its various credit facilities aggregating to Rs. 27,00,000/- ______________________________together with interest, additional interest, penal interest, interest tax ,Trustee's Remuneration costs, charges and expenses payable thereon .

Schedule referred to above

I hereby further declare that I/We am/are entitled to create the aforesaid equitable mortgage in my personal capacity /jointly/as attorney or Mr.________________________/as partner of M/s as Director of M/s________________________________________

Place:- Dombivli

Date:- 13/03/2023

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SPECIMEN OF ASSIGNMENT OF LIFE INSURANCE POLICY.

**(Unstamped)**

I, ___________do hereby absolutely assign for valuable consideration, all my rights, title and interest in the within Policy No. /- _issued by the Life Insurance Corporation Unit/Branch __________of my life assuring the sum of Rs. __________to Bank of Baroda, its successors and assigns, whose receipt will discharge the Life Insurance Corporation from all liabilities in respect of this policy for all intents and purposes as effectually as if such receipt was signed by myself, my executors or administrators.

Signed and witnessed at
______________this
________day of

Witness ______________________Signature ______________________Designation ______________________Address : (Signature of Assured)Note:The assignment should be made on the policy itself.

भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA © 2022 © BU 421238

NOTARIAL NOTARIAL NOTARIAL NOTARIAL NOTARIAL

NOTARY GOVT. OF INDIA

उप कोषागार कार्यालय कल्याण

उप कोषागार अधिकारी कल्याण

11 MAR 2023

NOTARY ADV. GAJANAN S. GHATE TAL. KALYAN DIST. THANE REG. NO. 15743 EX. DT. 03-12-2024 GOVT. OF INDIA

FORMING PART AND PARCEL
OF LDOC Declaration-cum-undertaking
DULY EXECUTED BY Ayub Khudbuddin Mulla
AT. SANK OF BARODA Babasaheb Joshi Road
MAHARASHTRA ON THIS 13/03/2023

under Rules 2, 16, 21 and 51 or under any other Rules of the second schedule to the Income Tax Act, 1961 and/or under any other law and that

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002248

जोडपत्र - २

विक्री नोंदवही अनु क्रमांक

मुद्रांकाचा प्रकार

दस्त नोंदणी करणार आहेत का

मिळकतीचे थोडक्यात वर्णन

मुद्रांक विकत घेणाऱ्याचे नाव व सही

हस्ते असल्यास त्यांचे नाव, पत्ता व सही

दुसऱ्या पक्षकाराचे नाव

मुद्रांक शुल्क रक्कम

09 MAR 2023

भानुशाली

डी.आय.डी.सी

डोंबिवली (प)

परवाना क्र. १२०६०३२

BANK OF BARODA

Dombivli (E)

ज्या कामासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

09 MAR 2023

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**DECLARATION-cum-UNDERTAKING**

I, **Mr. Ayub Khudbuddin Mulla** of Mumbai Indian inhabitant residing at Flat No 506, Ashirwad Bldg, Taloja 26, Navi Mumbai-410208 do hereby solemnly declare and say as follows:-

1. I say that by anAgreement for Sale dated 01.03.2023 executed between Shri. Umesh Shantilal Thakkar as the Vendor and Shreeji Enterprises through its Partner Mr. Ramesh Sava Thans as the Developers/Confirming Party had sold to me **Flat No. 302**, on 3rd floor, adm. 610 sq. fts. of Built-up Area, in **'A'** Wing, in the Building known as **"Vrundavan Residency"**, constructed on land bearing Survey No. 92, Plot No. 7 & Survey No. 92, Plot No. 8 at Village Dhamote, Taluka Karjat, Dist. Raigad(herein after for brevity sake referred to as "the said Flat") more particularly described in the schedule hereunder written for the consideration and on the terms and conditions set out therein vide the Agreement for Sale dated 01.03.2023.
2. I say and declare that at our request, Bank of Baroda, Babasaheb Joshi Road Branch (hereinafter for brevity sake referred to as "the Bank") has agreed to lend and advance Baroda Home Loan Facility of Rs. 27,00,000/- to us.
3. I say that one of the terms of the said sanction is that we have to create Mortgage by deposit of title deeds in respect of the said Flat in favour of the bank as a security to interalia, secure the due repayment discharge and redemption in respect of the Baroda Home Loan Facility of Rs. 27,00,000/- together with interest, compound interest, interest tax, additional/further interest in case of default, penal interest, commission, liquidated damages, premium on pre-payment or on redemption costs, charges, expenses and other moneys payable by us to the bank.
4. I say and declare that we have verified their title to the said Flat and found that the said Flatis free from encumbrances, claim and demand and it is not subject to any charge, lispedens, attachment and no process is issued by any court or authority, and no suit writ or other proceedings is pending in respect of the said Flatand that no notice for acquisition or requisition is issued in respect of the said Flat and no proceeding is pending or initiated against me under Income Tax Act, 1961 or any other law in force in India for the time being and that no notice has been received by or served on me under Rules 2, 16, 21 and 51 or under any other Rules of the second schedule to the Income Tax Act, 1961 and/or under any other law and that

(8)

there is no pending attachments whatsoever levied, issued or initiated against the said Flat.

5. I say and declare that except us no person or persons has any right, title and interest, claim or demand of any nature whatsoever in respect of the aforesaid Flat.

6. I agree and undertake to the bank as under:

a. I will not create any further charge, encumbrance or mortgage in respect of the said Flat in favour of any person or persons and/or financial institutions without obtaining prior written consent and concurrence of the bank.

b. During the Pendency of the Baroda Home Loan Facility, we shall not create any third party rights in respect of the said Flatby way of tenancy, sub-tenancy, leave and license or otherwise.

c. I will and at all times during the continuance of the security pay all the assessment, rates, taxes present as well as future and all dues and outgoing and at all times during the continuance of the said security keep the said Flat in good and substantial state of repair and keep the same insured jointly in our name and the bank against the loss, damages by fire, earthquake, cyclone, type, hurricane and other act of God as may be required from time to time for the full values with any insurance Company under the General Insurance Corporation and shall pay all premium from time to time thereof and shall renew such insurance prior to the same shall expire and deposit the original insurance policy with the bank with all premium receipts and shall not do any act whereby any such insurance shall be rendered void or voidable.

d. I shall permit and allow the bank through their employee and agent either alone or workmen from time to time and at all reasonable times to enter into or upon the said Flat to inspect the same.

e. I undertake to deposit with bank the original share certificate issued/duly transferred in my/our name that will be issued/transferred in our favour by Co-operative society, which has formed/will be formed in future.

f. I shall not do any act, deed, matte or thing whereby the security created in favour of the bank in any manner jeopardize and/or diminish.

g. I agree to give and execute such declaration undertaking and other writing as may be required by the bank or its advocates and satisfactorily comply with all other requirement submitted by or on behalf of the bank.

h. If I commit any default in repayment of the balance and interest due under the said Baroda Home Loan Facility granted by the bank to us and in the event of our committing any breach of this undertaking and in the event of bank coming to the conclusion that their security is in jeopardy, bank may apply for the appointment of the Court Receiver in respect of the said Flatwith a view to safe guard their security thereon.

7. I am aware that relying upon this declaration and undertaking the bank has agreed to grant the aforesaid Baroda Home Loan Facility to us.

8. AND I make the aforesaid declaration and statement and give the aforesaid under taking solemnly and sincerely believing the same to be true and knowing fully well that on the faith and strength thereof, the bank has agreed to complete the creation of Equitable Mortgage.

IN WITNESS WHEREOF, I, have hereunto set our hand at Mumbai on this 13th day of March ,2023

**SCHEDULE ABOVE REFEREED TO**

**Flat No. 302**, on 3rd floor, adm. 610 sq. fts. of Built-up Area, in **'A'** Wing, in the Building known as **"Vrundavan Residency"**, constructed on land bearing Survey No. 92, Plot No. 7 & Survey No. 92, Plot No. 8 at Village Dhamote, Taluka Karjat, Dist. Raigad.

Signed sealed and delivered at Mumbai by )
the within named Mr. Ayub Khudbuddin Mulla )
on this 13th day of March ,2023 )
in the presence of )

Before me

**ATTESTED BY ME**

13 MAR 2023

NOTARY
GOVERNMENT OF INDIA
GAJANAN S. GHATE
A-104, Saurabh Palace CHS Ltd.,
G. Gupte Road, Dombivli (W), Tal-Kalyan,
Dist-Thane-421 202. Maharashtra

EXPLAINED & IDENTIFIED BY ME

NOTARY
ADV. GAJANAN S. GHATE
TAL. KALYAN
DIST. THANE
REG. NO. 15743
EX. DT. 03-12-2024
GOVT. OF INDIA

83

भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE H RUPE

पाँच सौ रुपये सत्यमेव जयते Rs. 500

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA © 2022 © BU 421237

NOTARIAL NOTARIAL NOTARIAL NOTARIAL NOTARIAL

NOTARY ADV. GAJANAN S. GHATE TAL. KALYAN DIST. THANE REG. NO. 15743 EX. DT. 03-12-2024 GOVT. OF INDIA

उप कोषागार कार्यालय कल्याण

उप कोषागार अधिकारी कल्याण

1 MAR 2023

FORMING PART AND PARCEL
OF LDOC Irrevocable General Power of Attorney
DULY EXECUTED BY Ayub Khudbuddin Mulla
AT BANK OF BARODA Babasaheb Joshi Road
MAHARASHTRA ON THIS 13/03/2023

authorities including collector, sub-Registrar of assurances, Mamlatdar,

(84)

002248

जोडपत्र-२

विक्री नोंदवही अनु क्रमांक

मुद्रांकाचा प्रकार

दस्त नोंदणी करणार आहेत का

मिळकतीचे थोडक्यात वर्णन

मुद्रांक विकत घेणाऱ्याचे नाव व सही

दुसरा असल्यास त्याचे नाव, पत्ता व सही

दुसऱ्या पक्षकाराचे नाव

मुद्रांक शुल्क 09 MAR 2023

परवानाधारक मुद्रांक विक्रेत्याचे नाव — भानुशाली

परवाना क्रमांक / मुद्रांक विक्रीचे ठिकाण / पत्ता — भवन, को. ऑ. हौ. सो. गुप्ते रोड, डोंबिवली (प.)

ला. नं. १२०६०३२

ज्या कामासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

09 MAR 2023

BANK OF BARODA

NOTARY

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA © 2022 © 42AA 129216

NOTARY
ADV.
GAJANAN S. GHATE
TAL. KALYAN
DIST. THANE
REG. NO. 10743
EX. DT. 05-12-2024
GOVT. OF INDIA

उप कोषागार अधिकारी
कल्याण

27 FEB 2023

FORMING PART AND PARCEL
OF DOC. Irrevocable General Power of Attorney
DULY EXECUTED BY Ayub Khudbuddin Mulla
AT. BANK OF BARODA Babasaheb Joshi Road
MAHARASHTRA ON THIS 11/03/2023

authorities including collector, sub-Registrar of assurances, Mamlatdar,

(58)

0 0 2 2 4 8

जोडपत्र -२

मुद्रांक विक्री नोंदवही अनु क्रमांक

मुद्रांकाचा प्रकार

दस्त नोंदणी करणार आहेत का

मिळकतीचे थोडक्यात वर्णन

मुद्रांक विकत घेणा-याचे नाव

हस्ते असल्यास त्याचे नाव

दुस-या पक्षकाराचे नाव

मुद्रांक शुल्क रक्कम

परवानाधारक

परवाना क्रमांक

ठिकाण / पत्ता

09 MAR 2023

टी. नं. ९२०६०३२

ज्या कामासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यांत वापरणे बंधनकारक आहे.

09 MAR 2023

(87)

NOTARY ADV. GAJANAN S. GHATE TAL. KALYAN DIST. THANE REG. NO. 15743 03-12-2024 GOVT. OF INDIA

**IRREVOCABLE GENERAL POWER OF ATTORNEY**

TO ALL WHOM THESE PRESENTS SHALL COME, I, **Mr. Ayub Khudbuddin Mulla** of Mumbai Indian inhabitant residing at Flat No 506, Ashirwad Bldg, Taloja 26, Navi Mumbai- 410208 Send Greetings:-

WHEREAS Shri. Umesh Shantilal Thakkar as the Vendor and Shreeji Enterprises through its Partner Mr. Ramesh Sava Thans as the Developers/Confirming Party had sold to me **Flat No. 302**, on 3rd floor, adm. 610 sq. fts. of Built-up Area, in **'A'** Wing, in the Building known as **"Vrundavan Residency"**, constructed on land bearing Survey No. 92, Plot No. 7 & Survey No. 92, Plot No. 8 at Village Dhamote, Taluka Karjat, Dist. Raigad (herein after for brevity sake referred to as "the said Flat") more particularly described in the schedule hereunder written for the consideration and on the terms and conditions set out therein Vide Agreement for Sale dated 01.03.2023.

AND WHEREAS at our request, Bank of Baroda, Babasaheb Joshi Road Branch (hereinafter for brevity sake referred to as "the Bank") has agreed to lend and advance Baroda Home Loan Facility of Rs. 27,00,000/- to us

AND WHEREAS one of the terms of the said sanction is that I have to create Mortgage by deposit of title deeds in respect of the said Flat in favour of the bank as a security to interalia, secure the due repayment discharge and redemption in respect of the Baroda Home Loan Facility of Rs. 27,00,000/- together with interest, compound interest, interest tax, additional/ further interest in case of default, penal interest, commission, liquidated damages, premium on pre-payment or on redemption costs, charges, expenses and other moneys payable by us to the bank.

AND WHEREAS with a view to safeguard the security proposed to be created in favour of the bank, we agreed to execute an irrevocable general power of attorney in respect of our Flat in favour of the bank as hereinafter contained.

NOW KNOW WE AND THESE PRESENTS WITNESSTH.

That I, **Mr. Ayub Khudbuddin Mulla**, do hereby nominate constitute and appoint Bank of Baroda (to act through its Senior Manger, from time to time appointed) as our true and lawful attorney on our behalf and in our name to do such acts, deeds, matters and things as hereinafter contained.

1. To appear and represent us before Promoters, and all land revenue authorities including collector, sub-Registrar of assurances, Mamlatdar,

88

Talathis, surpunch, in connection with the said Flatmore particularly described in the schedule hereunder written.

2. For the purpose of recovering the said mortgage Loan together with interest cost, charges and expenses, to apply for and obtain such permission and sanctions as may be required from time to time for the purpose of sale of the said Flatand for that purpose to sign and executed all applications, letters, Forms, declarations, affidavits etc. as our said attorney may deem fit

3. To appear before the sub-Registrar of assurances in any District or sub-District appointed to registrar documents under the law applicable thereto for the time being in force for sale/transfer of the said Flat described in schedule hereunder written and to execute agreement for sale/deed of transfer or any other documents deeds and writing and to present or lodge for registration before the office of the sub-Registrar of assurances all the aforesaid documents as our be necessary or proper for effectual completion and registration and to admit execution before the office of the sub-Registrar of assurances for and on our behalf of all the deeds, documents, writings by virtue of these presents or otherwise.

4. To pay all taxes land revenue and other assessment to all concerned authorities and to apply for its refund and to obtain and to execute valid and effective discharge in favour of such authorities.

5. To pay all costs, charges and expenses including stamp duty and registration fees on our behalf as may be required for sale/transfer of the said Flatmore particularly described in the schedule here under written.

6. To engage the service of Advocates, Surveyors, Architect as may be necessary in connection with sale/transfer of the said Flatand to pay our fees on our y behalf, as our attorney may deem fit and proper.

7. To appoint one or more substitute or substitutes and delegate to the said substitute/substitutes such power and authorities herein contained, as the attorney may think fit or necessary.

8. To convert the equitable mortgage into legal mortgage as and when the bank deems fit and proper and for the said purpose to pay necessary Stamp duty for and on our behalf and the stamp duty thus paid by the bank on our behalf shall be tagged to the amount then remaining due to be paid by us to the bank.

9. This power of attorney shall be irrevocable and shall not be at any time revoked till we discharge our liability under the aforesaid Mortgage Loan with interest, costs, charges and expenses and duties paid by the attorney while acting on this power of attorney shall be debited to our account and shall be tagged to the mortgage.

BANK OF BARODA

(89)

10. The powers hereby given to our said attorney shall be given widest interpretation and shall be construed as an express authority to our said attorney to act and deal with our said Flat, which we could do or could have done.

11. AND we hereby ratify whatever the attorney or any substitute or agent appointed by the attorney under the power in that behalf herein before contained may lawfully do or cause to be done in and by virtue of these presents all and whatsoever our said attorney, we do hereby agree to ratify and confirm the same.

12. AND GENERALLY to do, execute and perform any other acts, deeds, matters or things whatsoever which ought to be done, execute or performed on our behalf about the said Flatfully and effectually to all intents and purposes which we could do or cause to be done in or about the said Flatand ourFlatshall be under the full management and direction of our said attorney and all and whatsoever our said attorney shall do or cause to be done in or about the said Flatwe do hereby agree to allow, ratify and confirm the same.

IN WITNESS WHEREOF, I, set and subscribe our hand at Mumbai on this 13th day of March ,2023.

**SCHEDULE ABOVE REFEREED TO**
**(Description of the Flat)**

**Flat No. 302**, on 3rd floor, adm. 610 sq. fts. of Built-up Area, in **'A'** Wing, in the Building known as **"Vrundavan Residency"**, constructed on land bearing Survey No. 92, Plot No. 7 & Survey No. 92, Plot No. 8 at Village Dhamote, Taluka Karjat, Dist. Raigad.

Signed sealed and delivered at Mumbai by )
the within named **Mr. Ayub Khudbuddin Mulla** )
on this 13th day of March,2023 )
in the presence of )

ATTESTED BY ME
13 MAR 2023
NOTARY
GOVERNMENT OF INDIA
GAJANAN S. GHATE
A-104, Saurabh Palace CHS Ltd.,
G. Gupte Road, Dombivli (W), Tal-Kalyan,
Dist-Thane-421 202. Maharashtra

**Before me**

EXPLAINED & IDENTIFIED BY ME

543/600
Tuesday, April 11, 2023
6:27 PM

पावती

Original/Duplicate
नोंदणी क्रं. : 39म
Regn.:39M

पावती क्रं.: 142 दिनांक: 11/04/2023

गावाचे नाव: Dhamote
फाईलिंगचा अनुक्रमांक: KJT2-600-2023
दस्तऐवजाचा प्रकार : Notice of Intimation of Mortgage by way of Deposite of title Deed
सादर करणाऱ्याचे नाव: AYUB KHUDBUDHIN MULLA

| | |
|---|---|
| Document Handling | रु. 300.00 |
| Filing Fee | रु. 15000.00 |
| एकूण: | रु. 15300.00 |

सादरकर्ता BANK OF BARODA यांनी यांचेकडून दि. 13/03/2023 रोजी घेतलेल्या रु.8100000/- कर्जासंबंधीची नोटीस ऑफ इंटिमेशन फायलिंग साठी मिळाली.

GRN is MH017811293202223E Defaced vide 0000232354202324 Dated.11/04/2023.
GRN is MH017811293202223E Defaced vide 0000232354202324 Dated.11/04/2023.
GRN is MH016669029202223S Defaced vide 0000232344202324 Dated.11/04/2023.
GRN is MH016667623202223S Defaced vide 0000232340202324 Dated.11/04/2023.
GRN is MH016666052202223S Defaced vide 0000232333202324 Dated.11/04/2023.
PRN is 2903202315743 Defaced vide 29032023157430 Dated.11/04/2023.

Joint S.R. Karjat 2
सह दुय्यम निबंधक, कर्जत क्र.२

(90)

543/1186

# पावती

Original/Duplicate
नोंदणी क्रं. :39म
Regn.:39M

Wednesday,March 01 ,2023
5:11 PM

पावती क्रं.: 1352 दिनांक: 01/03/2023

गावाचे नाव: धामोते
दस्तऐवजाचा अनुक्रमांक: कजर2-1186-2023
दस्तऐवजाचा प्रकार : ॲग्रीमेंट टू सेल
सादर करणाऱ्याचे नाव: अयुब खुदबुद्दीन मुल्ला - -

| | |
|---|---|
| नोंदणी फी | रु. 30000.00 |
| दस्त हाताळणी फी | रु. 960.00 |
| पृष्ठांची संख्या: 48 | |
| एकूण: | रु. 30960.00 |

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे
5:27 PM ह्या वेळेस मिळेल.

Sub. KARJAT 2
सह दुय्यम निबंधक कर्जत क्र. २

बाजार मुल्य: रु.2421000 /-
मोबदला रु.3000000/-
भरलेले मुद्रांक शुल्क : रु. 180000/-

1) देयकाचा प्रकार: DHC रक्कम: रु.960/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 0103202305651 दिनांक: 01/03/2023
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH016115954202223E दिनांक: 01/03/2023
बँकेचे नाव व पत्ता:

(९१)

## मूल्यांकन पत्रक ( ग्रामीण क्षेत्र - बांधीव )

Valuation ID 202303017022 01 March 2023,04:52:05 PM

| | |
|---|---|
| मूल्यांकनाचे वर्ष | 2022 |
| जिल्हा | रायगड |
| तालुक्याचे नांव : | कर्जत |
| गांवाचे नांव : | धामोते |
| क्षेत्राचे नांव | Rural |

सर्व्हे नंबर /न. भू. क्रमांक :

**वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.**

| खुली जमीन | निवासी सदनिका | कार्यालय | दुकाने | औद्योगीक | मोजमापनाचे एकक |
|---|---|---|---|---|---|
| 4760 | 42700 | - | - | - | चौ. मीटर |

**बांधीव क्षेत्राची माहिती**

| | | | | | |
|---|---|---|---|---|---|
| मिळकतीचे क्षेत्र - | 56.691चौ. मीटर | मिळकतीचा वापर- | निवासी सदनिका | मिळकतीचा प्रकार- | बांधीव |
| बांधकामाचे वर्गीकरण- | 1-आर सी सी | मिळकतीचे वय - | 0 TO 2वर्षे | मूल्यदर/बांधकामाचा दर- | Rs.4760/- |
| उद्ववाहन सुविधा - | आहे | मजला - | 1st To 4th Floor | | |

Sale Type - First Sale

Sale/Resale of built up Property constructed after circular dt.02/01/2018

घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर = (((वार्षिक मूल्यदर - खुल्या जमिनीचा दर ) * घसा-यानुसार टक्केवारी )+ खुल्या जमिनीचा दर )

=( ( ( 42700-4760) * (100 / 100 ) ) + 4760 )

= Rs.42700/-

मजला निहाय घट/वाढ = 100% of 42700 = Rs.42700/-

A) मुख्य मिळकतीचे मूल्य = वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र

= 42700 * 56.691

= Rs.2420705.7/-

Applicable Rules : 3 ,18,19

**एकत्रित अंतिम मूल्य** = मुख्य मिळकतीचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + तळघराचे मूल्य + मेझॅनाईन मजला क्षेत्र मूल्य + बंदिस्त बाल्कनी + स्वयंचलित वाहनतळ

= A + B + C + D + E + F + G + H + I + J

= 2420705.7 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0

=Rs.2420706/-

**= रु चोवीस लाख वीस हजार सात शे सहा/-**

Home Print

सह दुय्यम निबंधक कर्जत क्र.२

THE SEAL OF THE SUB-REGISTRAR
सह दुय्यम निबंधक कर्जत-२
KARJAT-2

क.ज.र-२
११८६/२०२३
९/४८

92

# CHALLAN
MTR Form Number-6

| GRN | MH016115954202223E | BARCODE | | Date | 01/03/2023-12:47:28 | Form ID | 25.2 |
|---|---|---|---|---|---|---|---|

| | | | |
|---|---|---|---|
| Department | Inspector General Of Registration | Payer Details | |
| Type of Payment | Stamp Duty<br>Registration Fee | TAX ID / TAN (If Any) | |
| | | PAN No.(If Applicable) | ABYPT5904H |
| Office Name | KJT_KARJAT SUB REGISTRAR | Full Name | UMESH SHANTILAL THAKKAR |
| Location | RAIGAD | | |
| Year | 2022-2023 One Time | Flat/Block No. | FLAT NO. 302, THIRD FLOOR, A WING, |
| | | Premises/Building | VRUNDAVAN RESIDENCY, |

| Account Head Details | Amount In Rs. | | |
|---|---|---|---|
| 0030046401 Stamp Duty | 180000.00 | Road/Street | VILLAGE DHAMOTE, TAL KARJAT, |
| 0030063301 Registration Fee | 30000.00 | Area/Locality | DIST RAIGAD. |
| | | Town/City/District | |
| | | PIN | 4 1 0 1 0 1 |
| | | Remarks (If Any) | |
| | | PAN2=CFCPM9255E~SecondPartyName=AYUB KHUDBUDDIN MULLA~ | |
| DEFACED ₹210000.00 DEFACED | | | |
| | | Amount In Words | Two Lakh Ten Thousand Rupees Only |
| Total | 2,10,000.00 | | |

| | | | | |
|---|---|---|---|---|
| Payment Details | STATE BANK OF INDIA | FOR USE IN RECEIVING BANK | | |
| Cheque-DD Details | | Bank CIN | Ref. No. | 00040572023030156918 CKW2746885 |
| Cheque/DD No. | | Bank Date | RBI Date | 01/03/2023-12:24:46 Not Verified with RBI |
| Name of Bank | | Bank-Branch | | STATE BANK OF INDIA |
| Name of Branch | | Scroll No. , Date | | Not Verified with Scroll |

Department ID :
Mobile No. : 9892277071

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागु आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागु नाही.

THE SEAL OF THE SUB REGISTRAR KARJAT-2

कजत-२
9926 / 2023
2 / 82

## Challan Defaced Details

| Sr. No. | Remarks | Defacement No. | Defacement Date | Userid | Defacement Amount |
|---|---|---|---|---|---|
| 1 | (iS)-543-1186 | 0008027288202223 | 01/03/2023-17:11:44 | IGR149 | 30000.00 |



Print Date 01-03-2023 05:16:24

(93)

GRN : MH016115954202223E Amount : 2,10,000.00 Bank : STATE BANK OF INDIA Date : 01/03/2023-12:47:28

| | | | | | |
|---|---|---|---|---|---|
| 2 | (iS)-543-1186 | 0008027288202223 | 01/03/2023-17:11:44 | IGR149 | 180000.00 |
| | | | Total Defacement Amount | | 2,10,000.00 |



Print Date 01-03-2023 05:16:24

(96)

**CHALLAN**
**MTR Form Number-6**

| GRN | MH016115954202223E | BARCODE | | Date | 01/03/2023-12:47:28 | Form ID | 25.2 |
|---|---|---|---|---|---|---|---|

| | | | |
|---|---|---|---|
| Department | Inspector General Of Registration | Payer Details | |
| Type of Payment | Stamp Duty<br>Registration Fee | TAX ID / TAN (If Any) | |
| | | PAN No.(If Applicable) | ABYPT5904H |
| Office Name | KJT_KARJAT SUB REGISTRAR | Full Name | UMESH SHANTILAL THAKKAR |
| Location | RAIGAD | | |
| Year | 2022-2023 One Time | Flat/Block No. | FLAT NO. 302, THIRD FLOOR, A WING, |
| | | Premises/Building | VRUNDAVAN RESIDENCY, |

| Account Head Details | Amount In Rs. |
|---|---|
| 0030046401 Stamp Duty | 180000.00 |
| 0030063301 Registration Fee | 30000.00 |
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| | |
| | |
| Total | 2,10,000.00 |

| | |
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| Road/Street | VILLAGE DHAMOTE, TAL KARJAT, |
| Area/Locality | DIST RAIGAD. |
| Town/City/District | |
| PIN | 4 1 0 1 0 1 |
| Remarks (If Any) | PAN2=CFCPM9255E~SecondPartyName=AYUB KHUDBUDDIN MULLA~ |
| Amount In Words | Two Lakh Ten Thousand Rupees Only |

| Payment Details | STATE BANK OF INDIA | FOR USE IN RECEIVING BANK | | | |
|---|---|---|---|---|---|
| Cheque-DD Details | | Bank CIN | Ref. No. | 00040572023030156910 | CKW2746885 |
| Cheque/DD No. | | Bank Date | RBI Date | 01/03/2023-12:24:48 | Not Verified with RBI |
| Name of Bank | | Bank-Branch | | STATE BANK OF INDIA | |
| Name of Branch | | Scroll No. , Date | | Not Verified with Scroll | |

Department ID : Mobile No. : 9892277071

**NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.**
सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागु आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही.

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Print Date 01-03-2023 12:48:14

BANK OF BARODA

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| Department of Stamp & Registration, Maharashtra | | | |
|---|---|---|---|
| Receipt of Document Handling Charges | | | |
| PRN | 0103202305651 | Date | 01/03/2023 |
| Received from UMESH SHANTILAL THAKKAR, Mobile number 9892277071, an amount of Rs.960/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office S.R. Karjat of the District Raigarh. | | | |
| Payment Details | | | |
| Bank Name | SBIN | Date | 01/03/2023 |
| Bank CIN | 10004152023030105230 | REF No. | CHL8924820 |
| This is computer generated receipt, hence no signature is required. | | | |

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**Document Handling Charges**
Inspector General of Registration & Stamps

## Receipt of Document Handling Charges

| | | | |
|---|---|---|---|
| PRN | 0103202305651 | Receipt Date | 01/03/2023 |

Received from UMESH SHANTILAL THAKKAR, Mobile number 9892277071, an amount of Rs.960/-, towards Document Handling Charges for the Document to be registered on Document No. 1186 dated 01/03/2023 at the Sub Registrar office Joint S.R. Karjat 2 of the District Raigarh.

DEFACED
₹ 960
DEFACED

### Payment Details

| | | | |
|---|---|---|---|
| Bank Name | SBIN | Payment Date | 01/03/2023 |
| Bank CIN | 10004152023030105230 | REF No. | CHL8924820 |
| Deface No | 0103202305651D | Deface Date | 01/03/2023 |

This is computer generated receipt, hence no signature is required.

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| **Village** | **:- DHAMOTE** |
| **Consideration Value** | **:- Rs. 30,00,000/-** |
| **Stamp Duty** | **:- Rs. 1,80,000/-** |
| **Reg Fees.** | **:- Rs. 30,000/-** |
| **Flat Area.** | **:- 610 Sq. feet. Builtup** |

# AGREEMENT FOR SALE

**THIS ARTICALES OF AGREEMENT made at DHAMOTE Taluka KARJAT, Dist RAIGAD; on this** 01st **day of MARCH 2023.**

**BETWEEN**

**SHRI. UMESH SHANTILAL THAKKAR, Aged 48 Year, (PAN NO. ABYPT5904H),** R/at:- Maheshwar Niketan, 808, Kolbad Naka, Thane (W) 400601. Hereinafter for sake of brevity referred as **'THE VENDOR** (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his legal heirs, executors, administrators, and assigns) of the **ONE PART.**

**AND**

**MR. AYUB KHUDBUDDIN MULLA, Aged 29 Years, (PAN NO. CFCPM9255E), (AADHAR NO. 6989 6429 1708),** R/at:- Ashwari Building L-26, Flat No. 506, Taloja Phase-2, Taloja, Navi Mumbai-410208. Hereinafter referred to as **"THE FLAT PURCHASER/ ALLOTTEE"** (Which expression shall unless the context does not so admit includes His heirs, executors, administrators and assigns) of the **OTHER PART.**

AND

**SHREEJI ENTERPRISES (PAN NO. ACPFS0759R) Through Its Partner MR. RAMESH SAVA THANS, Age 41 Years,** Having Office at: A/8, Kasturi Plaza, Manpada Road, Dombivali (E), Dist. Thane. 421201 Hereinafter called and referred to as **"DEVELOPER/CONFIRMING PARTY"** (which expression shall unless it be repugnant to the context or meaning thereof and include the partners or partner for the time being of the said firm, the survivor of them and their heirs, executors and administrators of the last survivor and their / his or her assigns of the THIRD PART.

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**AND WHEREAS** Land Bearing (1) Survey No. 92, Plot No. 7, (Old Survey No 33/9) Area Admeasuring 320 Sq. Mtrs., Asst. 6Rs. 40Paise, and (2) Survey No. 92, Plot No. 8,(Old Survey No 33/9) Area Admeasuring 380 Sq. Mtrs., Asst. 7Rs. 60Paise, Situated at Village DHAMOTE, Tal.-Karjat, Dist.-Raigad within local limit of Talathi Saja Neral and Sub-Registrar Karjat. in favour of Mr. Umesh Shantilal Thakkar.

**AND WHEREAS** the said owners i.e. Mr. Umesh Shantilal Thakkar (As Owner) has granted Development rights to & Shreeji Enterprises Through Its Partners 1) Mr. Khimji Megji Barvdiya, 2) Mr. Ratilal K. Chaudhari, 3) Mr. Ramesh Sava Thans, 4) Mr. Ramesh Harkha Patel, 5) Mr. Prakash Samji Barvdiya, 6) Mr. Dinesh Gokar Dubriya, 7) Mr. Bharat Mahadeva Karotra (As Developers) by Development Agreement Registered on dated 28/10/2014, the said Development Agreement is duly register at the Office of Sub- Registrar Karjat by register bearing No. 1048/2014 and the said owners also given Separate power of attorney have been executed in favour of the **Builder/Promoter** for enabling them to develop the said land by constructing thereon building/s of dwelling units and other units and selling the said units to prospective flat takers on ownership basis. The said Power of Attorney is duly registered at serial No. 28/10/2014 on Registered on dated 1049/2014.

The copy of the 7/12 Extract showing the name of the owner as the Owner of the said land is annexed hereto.

AND WHEREAS SHREEJI ENTERPRISES prepared the plan of the said building and submitted for approval to the competent authorities. The Raigad Zilla Parishad, Alibaug had granted the permission of construction, vide its office order No. **जा.क्र. राजिप/ग्रापं/नेसंविप्रा/४४२/२०१६, दि. २८/१०/२०१६** as such the building plan is approved by Town planning Alibaug Raigad. M/S. SHREEJI ENTERPRISES had completed the construction of the building as per approved plan, thereon. Copy Of Construction permission is annexed as Annexure 'B'. Therefore the Raigad Zilla Parishad, Alibaug vide its office order No. **राजिप/ग्रापंबांधकाम/नेसंविप्रा/६०/२०२३ नेरळ संकुल विकास प्राधिकरण कक्ष ग्रामपंचायत विभाग, रायगड जिल्हा परिषद, अलिबाग, दि. १४/०२/२०२३** issued the Completion Certificate.

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**AND WHEREAS** Promoter are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

**AND WHEREAS** the Promoter is in possession of the project land.

AND WHEREAS the Promoter has proposed to construct on the project land under their project named and marketed as **" VRUNDAVAN RESIDENCY"** (hereinafter referred to as "the said Complex") on the said land bearing (1) Survey No. 92, Plot No. 7, Area Admeasuring 320 Sq. Mtrs., Asst. 6Rs. 40Paise, and (2) Survey No. 92, Plot No. 8, Area Admeasuring 380 Sq. Mtrs., Asst. 7 Rs. 60 Paise, Situated at Village DHAMOTE Tal- Karjat Dist- Raigad.

AND WHEREAS while sanctioning the said Plans, has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said land and the said buildings, which shall have to be duly observed and performed.

**AND WHEREAS** according to said Development Agreement the Builder/Promoter had agreed to allot some constructed Area as a Residential & Commercial in the building to be construct upon said land to Vendor i.e. Land Owner against the consideration mentioned in the Development Agreement dated 28/10/2014. And the said area is a mentioned in Development Agreement on dtd 28/10/2014 duly registered at the Karjat at serial no 1048/2014. And therefore the promoter/Developer agreed to give construct area to land owner against the consideration mentioned in the Development Agreement dated 28/10/2014. And as per that the Developer had given Allotment Letter dated 07th April 2020 in favour of the Land Owners and the specifications of Flats are mentioned in the said Allotment Letter.

AND WHEREAS the present Flat i.e. **Flat No. 302, on Third Floor, A Wing, Area 610 Sq.Ft. Builtup in the building Known as "VRUNDAVAN RESIDENCY"** is allotted to Vendor against the consideration mentioned in the Development Agreement dated 28/10/2014.

AND WHEREAS Builder i.e. **SHREEJI ENTERPRISES allotted the above mentioned flat to the Land Owner** against the consideration mentioned in the Development Agreement dated 28/10/2014. But the said construction has to be complete by the Developer, therefore the Developer has been made party as confirming party to the said Agreement.

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AND WHEREAS the Promoter has entered into a Standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai no. P52000023752.

AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the Development Agreement the promoter and vendor has exclusive right to sell the Flats (Apartments) in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the Allottee(s)/s of the Flats (Apartments) to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects <u>"The Design India"</u> and of such other documents as are specified under the Real Estate (Regulation and Development) Act. 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder.

AND WHEREAS the authenticated copies of Certificate of Title issued by the Advocate of the Promoter, authenticated copies of extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Flats (Apartments) are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and Annexure C-1.

AND WHEREAS the authenticated copies of the sanctioned plans of the building by the Promoter and according to which the construction of the

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buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2.

AND WHEREAS the authenticated copies of the plans (Floor Plan) of the Flat agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure D.

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the vendor for allotment of **Flat No. 302, on Third Floor, A Wing, Area 610 Sq.ft. Builtup in the Project Known as "VRUNDAVAN RESIDENCY"** being constructed in the said project.

AND WHEREAS the builtup area of the said **Flat is 610 Sq.ft. Builtup** including the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

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AND WHEREAS, under section 13 of the said Act the Promoter and land owner are required to execute a written Agreement for sale of said Flat (Apartment) with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Flat and the garage/covered parking (if applicable).

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

1. The Promoter shall construct the said building/s consisting of Building upon said land on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Flat of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The Allottee hereby agrees to purchase from the vendor and the vendor hereby agrees to sell to the Allottee **Flat No. 302, on Third Floor, A Wing, Area 610 Sq.ft. Builtup in the building Known as "VRUNDAVAN RESIDENCY"** (hereinafter referred to as "the Flat") as shown in the Floor plan thereof hereto annexed and marked Annexures D for the consideration of **Rs. 30,00,000/- (Rupees Thirty lakh Only)**.

(ii) The Allottee hereby agrees to purchase from the vendor and the vendor hereby agrees to sell to the Allottee **Flat No. 302, on Third Floor, A Wing, Area 610 Sq.ft. Builtup in the building Known as "VRUNDAVAN RESIDENCY"** situated at village DHAMOTE for the consideration of **Rs. 30,00,000/- (Rupees Thirty lakh Only)**.

1(b) The Allottee has paid on or before execution of this agreement a sum of **Rs. 3,00,000/- (Rupees Three Lakh Only)** to the Land Owner as follows.

| Date | Amount | REF/UTR No. | Name of Bank |
|---|---|---|---|
| 27/02/20[illegible] | 3,00,000/- | YESOB30580005390 | YES BANK |

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And Purchaser hereby agrees to pay to the Vendor the balance amount of **Rs. 27,00,000/- (Rupees Twenty Seven Lakh Only)** by way of loan within 45 days from the date of Registration of the said Agreement for sale.

If the Vendor fails to pay the balance amount within stipulated time mentioned herein above then the said Agreement for sale will stand cancelled and the Land Owner will forfeit the advance payment received from the Purchaser.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Allottee by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Flat (Apartment).

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/ regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f) The vendor may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ 0 % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the vendor.

1(g) The Promoter shall confirm the final area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the area, subject to a variation cap of three percent. The total price payable for the area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the area within the defined limit the Promoter shall refund the excess money paid by Allottee within forty-five days

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with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The Allottee authorizes the land owner to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the vendor may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the vendor to adjust his payments in any manner.

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat(Apartment) to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat(Apartment).

2.2 Time is essence for the land owner as well as the Allottee. The land owner shall abide by the time schedule for completing the project and handing over the Flat(Apartment) to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 600 square meters only and Promoter has planned to utilize Floor Space Index by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index as proposed to be utilized by

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him on the project land in the said Project and Allottee has agreed to purchase the said Flat (Apartment) based on the proposed construction and sale of Flats (Apartments) to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Flat (Apartment) to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4.2 Without prejudice to the right of land owner to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the land owner under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of installments, the vendor shall at his own option, may terminate this Agreement:

Provided that, vendor shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the

Vendor within the period of notice then at the end of such notice period, land vendor shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the vendor shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to vendor) within a period of thirty days of the termination, the installments of sale consideration of the Flat (Apartment) which may till then have been paid by the Allottee to the vendor.

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5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range to be provided by the Promoter in the said building and the Flat (Apartment) as are set out in Annexure 'E', annexed hereto.

6. The vendor shall give possession of the Flat (Apartment) to the Allottee on receiving full and final payment from the Purchaser/Allottee.

7. Procedure for taking possession –

7.1 The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Flat (Apartment), to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the vendor shall give possession of the Flat (Apartment) to the Allottee. The vendor agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the land owner. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Flat (Apartment) within 15 days of the written notice from the vendor to the Allottee intimating that the said Flats (Apartments) are ready for use and occupancy:

7.3 Failure of Allottee to take Possession of Flats/Flats (Apartments) : Upon receiving a written intimation from the Promoter as per clause 7.1 the Allottee shall take possession of the Flat (Apartment) from the vendor by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the land owner shall give possession of the Flat (Apartment) to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Flat(Apartment) to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Flat (Apartment) or the building in which the Flats/Flats (Apartments) are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be

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rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

7.5 If within a period of 5 (Five) years from the date of handing over the Flat to the Allottee (s), the Allottee (s) brings to the notice of the Promoters any structural defect in the Flat or the building in which the Flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at its own cost and in case it is not possible to rectify such defects, then the Allottee (s) shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act. Provided however, that the allottee/s shall not carry out any alterations of the whatsoever nature in the said Flat of phase/wing and in specific the structure of the said unit/wing/phase of the said building which shall include but not limit to columns, beams etc or in fittings therein, in particular it is hereby agreed that the allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water, if any of such works are carried out without the written consent of the promoter the defect liability automatically shall become avoid. The work defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of Flat by the occupants, vagaries of nature etc. That it shall be the responsibility of the allottee to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his Flat are regularly filled with white cement/epoxy to prevent water seepage. Further where the manufacturer warranty as shown by the developer to the allottee ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/wing. And if the annual maintenance contracts are not done/renewed by the allottee/s the promoter shall not be responsible for any defects occurring due to the same. That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment's, fixtures sustainable and in proper working condition to continue warranty in both the Flats and the common project amenities wherever applicable. That the allottee has been made

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aware and that the allottee expressly agrees that the regular wear and tear of unit/building/phase/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 c and which do not amount to structure defects and hence cannot be attributed to either bad workmanships or structural defect. It is expressly agreed that before any liability or defect is claimed by or on behalf of the allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall then submit a report to state the defects in materials used, in the structure built of the unit/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

8. The Allottee shall use the Flat (Apartment) or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s) of Flats (Apartments) in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Flat (Apartment) is situated.

9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause

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to be transferred to the Federation/Apex body all the right, title and the interest of the Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the vendor to the Allottee that the Flat (Apartment) is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share [i.e. in proportion to the area of the Flat (Apartment)] of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. ........../- per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Allottee shall on or before delivery of possession of the said premises shall pay to the Promoter Rs. ______ which includes the following :-

(i) Share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

(ii) Formation and registration of the Society or Limited Company/Federation/ Apex body.

(iii) Proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body.

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(iv) Deposit towards Water, Electric, and other utility and services connection charges.

(v) Electrical receiving and Sub Station provided in Layout.

11. The Allottee shall pay to the Promoter a sum of Rs. 10,000/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Flat (Apartment) which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat (Apartment) to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

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14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Flat (Apartment) may come, hereby covenants with the Promoter as follows :-

i. To maintain the Flat (Apartment) at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Flat(Apartment) is taken and shall not do or suffer to be done anything in or to the building in which the Flat(Apartment) is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat(Apartment) is situated and the Flat(Apartment) itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Flat (Apartment) any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat (Apartment) is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat (Apartment) is situated, including entrances of the building in which the Flat (Apartment) is situated and in case any damage is caused to the building in which the Flat(Apartment) is situated or the Flat (Apartment) on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Flat (Apartment) and maintain the Flat (Apartment) in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Flat (Apartment) is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Flat(Apartment) or any part thereof nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat (Apartment) or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which

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the Flat (Apartment) is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat (Apartment) is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat (Apartment) without the prior written permission of the Promoter and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat (Apartment) is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat (Apartment) in the compound or any portion of the project land and the building in which the Flat (Apartment) is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat (Apartment) is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat (Apartment) by the Allottee for any purposes other than for purpose for which it is sold.

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat (Apartment) until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats/Flats (Apartments) therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The

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Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat (Apartment) in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Flat (Apartment) is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Flat (Apartment) is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flats/Flats (Apartments) or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Flat (Apartment) hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

**17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the *[Apartment/] and if any such mortgage or charge is made or

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created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/plot].

**18. BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be forfeited.

**19. ENTIRE AGREEMENT**

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

**20. RIGHT TO AMEND**

This Agreement may only be amended through written consent of the Parties.

**21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

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## 22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

## 23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the area of the [Apartment/Plot] to the total **area of all the Flats/Flats (Apartments) in the Project.**

## 24. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

## 25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Karjat.

26. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

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27. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Vendor name : **SHRI. UMESH SHANTILAL THAKKAR,**
R/at:- Maheshwar Niketan, 808, Kolbad Naka, Thane (W) 400601.
Notified Email ID: umeshthakkar38@gmail.com
Mobile No. 9892277071

Name of Allottee **MR. AYUB KHUDBUDDIN MULLA**
R/at:- Ashwari Building L-26, Flat No. 506, Taloja Phase-2,
Taloja, Navi Mumbai-410208
Notified Email ID:
Mobile No.

M/s Promoter name : **SHREEJI ENTERPRISES**
Address at: A/8, Kasturi Plaza, Manpada Road, Dombivali (E), Dist. Thane.

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

**28. JOINT ALLOTTEES**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

29. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

30. Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

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**31. GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the CIVIL courts will have the jurisdiction for this Agreement.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

That piece of land lying being and situated at Village DHAMOTE, Taluka–Karjat, District- Raigad, **Flat No. 302, on Third Floor, A Wing, Area 610 Sq.Ft. Builtup in the building Known as "VRUNDAVAN RESIDENCY"** constructed on (1) Survey No. 92, Plot No. 7, Area 320 Sq. Mtrs., Asst. 6 Rs. 40Paise, and (2) Survey No. 92, Plot No. 8, Area 380 Sq. Mtrs., Asst. 7 Rs. 60 Paise, Situated at Village DHAMOTE Tal- Karjat Dist- Raigad.

**And collectively bounded as follows :-**

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| **On or towards East** | **: Plot No. 6** |
| **On or towards West** | **: Survey No. 7** |
| **On or towards South** | **: 6 Sq. Mtrs Road** |
| **On or towards North** | **: Survey No. 3 & 4** |

**-:THE SECOND SCHEDULE ABVOE REFFERED TO :-**

Proportionate common area and facilities area of immediate landing area abutting the main door after landing on the said floor prorate right along with all Flat/purchasers of the premises in the said property in limited common area i.e. to say staircase landing entrance hall Terrace, Compound lobbies passage.

IN WITNESS WHEREOF the parties have set and subscribed their respective hands and seals to this writing on the day and the year first hereinabove mentioned.

SIGNED AND DELIVERED

By within named 'THE VENDOR/

PARTY OF FIRST PART

**SHRI. UMESH SHANTILAL THAKKAR,**

THE SEAL OF THE SUB REGISTRAR KARJAT

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SIGNED & DELIVERED BY

The Within named THE CONFIRMING PARTY/

PARTY OF THIRD PART

**SHREEJI ENTERPRISES**

**Through Its Partner**

**MR. RAMESH SAVA THANS**

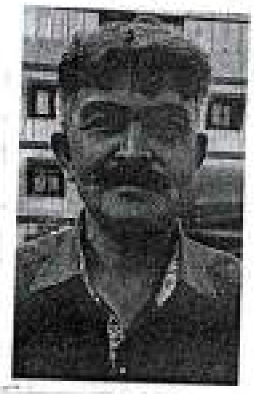
SIGNED & DELIVERED BY

THE WITHIN NAMED THE FLAT

PURCHASER/ALLOTTEES

**MR. AYUB KHUDBUDDIN MULLA**

Witness :-



Sign

1. Name :- DINESH RALABANDY

R/at:- Room No. 01, Garib Nawaz Chawl,

Patri Pull, Krishna Nagar, Kalyan East, Dist. Thane. 421306.

Sign सुगराबि शेख

2. Name :- SUGRABI LIYAQAT SHAIKH

R/at:- Simolangan Pand Road, Annabhau Sathe Nagar,

Mohol, Dist. Solapur. 413213.

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## RECEIPT

RECEIVED of from the Flat Purchaser / Allottee above named the sum of **Rs. 3,00,000/- (Rupees Three Lakh Only)** by RTGS/NEFT in following manner:-

| Date | Amount | REF/UTR No. | Name of Bank |
|---|---|---|---|
| 27/02/2023 | 3,00,000/- | YESOB30580005390 | YES BANK |

in Regarding **Flat No. 302, on Third Floor, A Wing, Area 610 Sq. Ft. Builtup in the building Known as " VRUNDAVAN RESIDENCY"** Constructed on (1) Survey No. 92, Plot No. 7, Area Admeasuring 320 Sq. Mtrs., Asst. 6Rs. 40Paise, and (2) Survey No. 92, Plot No. 8, Area Admeasuring 380 Sq. Mtrs., Asst. 7Rs. 60 Paise, Situated at Village DHAMOTE Tal- Karjat Dist- Raigad being the sum of earnest part payment paid to us as within mentioned.

I say Received Rs. 3,00,000/-

**SHRI. UMESH SHANTILAL THAKKAR,**
THE VENDOR

Witness :-

Sign

1. Name :- DINESH RALABANDY

R/at:- Room No. 01, Garib Nawaz Chawl,

Patri Pull, Krishna Nagar, Kalyan East, Dist. Thane. 421306.

Sign

2. Name :- SUGRABI LIYAQAT SHAIKH

R/at:- Sinolanpur Road, Annabhau Sathe Nagar,

Mohol, Dist. Solapur- 413213.

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**ANNEXURE**

**LIST OF AMENITIES**

1) Joint Free Flooring in all Rooms with matching skirting.

2) Designer Glaze Tiles in Bathrooms and W.C.

3) Green Marble top Kitchen Platform with S.S. Sink.

4) Glazed Tiles in Kitchen window Level.

5) Marble Frame for W.C. & Bath Doors & all Windows.

6) ¾ Aluminium Sliding Windows.

7) Concealed wiring with attractive switches.

8) P.O.P. Patta in Living Room.

9) Quality Factory made main Door with Wooden Frame & Good Quality Flushed Doors.

10) Concealed Plumbing, Quality Sanitary Ware & Fittings.

11) All Exterior Walls finished with Double Coat Plaster & Paint with good Quality Paint.

12) All Rooms Paint by Good Distemper Paint.

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06-09-2022

Note:-Generated Through eSearch Module,For original report please contact concern SRO office.

# सूची क्र.2

दुय्यम निबंधक : दु.नि. कर्जत 2

दस्त क्रमांक : 1048/2014

नोदंणी :

Regn:63m

## गावाचे नाव : 1) धामोते

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| (1)विलेखाचा प्रकार | विकसनकरारनामा |
| (2)मोबदला | 3250000 |
| (3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे) | 3250000 |
| (4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास) | 1) पालिकेचे नाव:कर्जतइतर वर्णन :, इतर माहिती: मौजे धामोते, ता कर्जत, जि रायगड येथील स नं. 92 हि नं. 7 क्षेत्र 320 चौ मी आकार रु. 6.40 पै. आणि स नं. 92 हि नं. 8 क्षेत्र 380 चौ मी आकार रु. 7.40 पै. या जमिन मिळकतीचे.( ( Survey Number : 92 ; Plot Number : 7 व 8 ; ) ) |
| (5) क्षेत्रफळ | 1) 0 चौ.मीटर |
| (6)आकारणी किंवा जुडी देण्यात असेल तेव्हा. | |
| (7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता. | 1): नाव:-श्री. उमेश शांतीलाल ठक्कर . - वय:-40; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: रा महेश्वर निकेतन 808 कोलबाड नाका ठाणे पश्चिम , महाराष्ट्र, ठाणे. पिन कोड:-400604 पॅन नं:-ABYPT5904H |
| (8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता | 1): नाव:-श्रीजी एंटरप्रायझेस तर्फे भागीदार श्री. खिमजी मेघजी बारवडीया . - वय:-38; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: रा. ए 8 कस्तुरी प्लाझा मानपाडा रोड डोंबिवली पु ता कल्याण जि ठाणे, महाराष्ट्र, ठाणे. पिन कोड:-421201 पॅन नं:-ACPFS0759R<br>2): नाव:-श्रीजी एंटरप्रायझेस तर्फे भागीदार श्री. रतीलाल के चौधरी . - वय:-38; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: रा. ए 8 कस्तुरी प्लाझा मानपाडा रोड डोंबिवली पु ता कल्याण जि ठाणे, महाराष्ट्र, ठाणे. पिन कोड:-421201 पॅन नं:-ACPFS0759R<br>3): नाव:-श्रीजी एंटरप्रायझेस तर्फे भागीदार श्री. रमेश सवा भानुस . - वय:-33; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: रा. ए 8 कस्तुरी प्लाझा मानपाडा रोड डोंबिवली पु ता कल्याण जि ठाणे, महाराष्ट्र, ठाणे. पिन कोड:-421201 पॅन नं:-ACPFS0759R<br>4): नाव:-श्रीजी एंटरप्रायझेस तर्फे भागीदार रमेश हारखा पटेल . - वय:-33; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: रा. ए 8 कस्तुरी प्लाझा मानपाडा रोड डोंबिवली पु ता कल्याण जि ठाणे, महाराष्ट्र, ठाणे. पिन कोड:-421201 पॅन नं:-ACPFS0759R<br>5): नाव:-श्रीजी एंटरप्रायझेस तर्फे भागीदार प्रकाश सामजी बारवाडीया . - वय:-27; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: रा. ए 8 कस्तुरी प्लाझा मानपाडा रोड डोंबिवली पु ता कल्याण जि ठाणे, महाराष्ट्र, ठाणे. पिन कोड:-421201 पॅन नं:-ACPFS0759R<br>6): नाव:-श्रीजी एंटरप्रायझेस तर्फे भागीदार दिनेश गोकर दुबरिया . - वय:-35; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: रा. ए 8 कस्तुरी प्लाझा मानपाडा रोड डोंबिवली पु ता कल्याण जि ठाणे, महाराष्ट्र, ठाणे. पिन कोड:-421201 पॅन नं:-ACPFS0759R<br>7): नाव:-श्रीजी एंटरप्रायझेस तर्फे भागीदार भरत महादेवा कारोथा . - वय:-31; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: रा. ए 8 कस्तुरी प्लाझा मानपाडा रोड डोंबिवली पु ता कल्याण जि ठाणे, महाराष्ट्र, ठाणे. पिन कोड:-421201 पॅन नं:-ACPFS0759R |
| (9) दस्तऐवज करुन दिल्याचा दिनांक | 28/10/2014 |
| (10)दस्त नोंदणी केल्याचा दिनांक | 28/10/2014 |
| (11)अनुक्रमांक,खंड व पृष्ठ | 1048/2014 |
| (12)बाजारभावाप्रमाणे मुद्रांक शुल्क | 130100 |

क.जु.र.-२

११८६ / २०२.

३१ / ८८

(23)

महाराष्ट्र शासन

## गाव नमुना सात ( अधिकार अभिलेख पत्रक )

[ महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम १९७१ यातील नियम ३,५,६ आणि ७]

गाव :- धामोते (५५३५८३) तालुका :- कर्जत जिल्हा :- रायगड

भूमापन क्रमांक व उपविभाग ९३/७

भूधारणा पद्धती भोगवटादार वर्ग -१

शेताचे स्थानीक नाव :

| क्षेत्र, एकक व आकारणी | खाते क्र. | भोगवटादाराचे नाव | क्षेत्र | आकार | पो.ख. | फेरफार क्र | कुळ, खंड व इतर अधिकार |
|---|---|---|---|---|---|---|---|
| शेताचे एकक आर.चौ.मी | ६३३ | उमेश शांतीलाल उबकर | ३.२०.०० | ३२.०० | | (१५९०) | कुळाचे नाव व खंड |
| अकृषिक क्षेत्र<br>बिन शेती ३.२०.०० | | | | | | | इतर अधिकार |
| बिन शेती ३२.००<br>आकारणी | | | | | | | प्रलंबित फेरफार : नाही. |
| | | | | | | | शेवटचा फेरफार क्रमांक : २५१८ व दिनांक : १६/१०/२०१७ |



जुने फेरफार क्र : (८१८) (९२३) (१५९०) (२२२७) (२३७७) (२५१८) सीमा आणि भूमापन चिन्हे

हा ७/१२ अभिलेख (दि. २३/०५/२०११ ०४:५९:०६ PM रोजी) डिजिटल स्वाक्षरीत केला असल्यामुळे त्यावर कोणत्याही सही-शिक्क्याची आवश्यकता नाही.



सूचना : सदर ७/१२ डिजिटल स्वाक्षरीत [illegible] गा.न.नं. १२ मध्ये पिकांची माहिती अद्ययावत झाली आहे तथापि [illegible] नाही याची कृपया नोंद घ्यावी.

७/१२ डाउनलोड दि. : ०६/०९/२०२३ : [illegible] पडताळणीसाठी https://digitalsatbara.mahabhumi.gov.in/dsr/ या संकेतस्थळावर [illegible] २४३१०००००००३३३ हा क्रमांक वापरावा.



क.ज.र-२

११८६/२०२३

३२/४८

महाराष्ट्र शासन

# गाव नमुना सात ( अधिकार अभिलेख पत्रक )

[ महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम १९७१ यातील नियम ३,५,६ आणि ७]

गाव :- धामोते (५६३५४३) तालुका :- कर्जत जिल्हा :- रायगड

भुमापन क्रमांक व उपविभाग ९२/८

भुधारणा पद्धती भोगवटादार वर्ग -१ शेताचे स्थानीक नाव :

| क्षेत्र, एकक व आकारणी | खाते क्र. | भोगवटादाराचे नाव | क्षेत्र | आकार | पो.ख. | फेरफार क्र | कुळ, खंड व इतर अधिकार |
|---|---|---|---|---|---|---|---|
| शेताचे एकक आर.चौ.मी | ६३३ | उमेश शांतीलाल वक कर | ३.८०.०० | ३८.०० | | ( १५९० ) | कुळाचे नाव व खंड |
| अकृषिक क्षेत्र<br>बिन शेती ३.८०.०० | | | | | | | इतर अधिकार |
| बिन शेती ३८.००<br>आकारणी | | | | | | | प्रलंबित फेरफार : नाही. |
| | | | | | | | शेवटचा फेरफार क्रमांक : २६३६ व दिनांक : १५/१२/२०११ |
| जुने फेरफार क्र : (८९८) (१७०) (१५९०) (२२२३) (२३३४) (२५१८) (२६३६) | | | | | | | सीमा आणि भुमापन चिन्हे |

ई महाभूमि

भूमिअभिलेख विभाग

Dated Copy

गा.न.७/१२ अभिलेख [illegible] ०३/१२/२०११,०९:३०:[illegible] AM रोजी) व गा.न.नं.१२ ( दि. ०५/१२/२०११,०२:११:०५ PM रोजी) डिजिटल स्वाक्षरीत केला असल्यामुळे त्यावर कोणत्याही सही/शिक्क्याची आवश्यकता नाही.

सूचना: तांत्रिक अडचणी [illegible] डिजिटल स्वाक्षरी प्रक्रिया प्रलंबित असल्याने हा ७/१२ अभिलेख अद्यावत नाही. यावर फेरफार नोंद क्र. २६३६ मंजूर आहे.तसेच गा. न. नं. ६ मधील [illegible] नोंदी [illegible] तसेच अचूक माहितीचा वापर या ७/१२ वर घेण्यात आलेला नाही याची कृपया नोंद घ्यावी.

[illegible] डाउनलोड दि. [illegible]/२०२२ : १६:२१:०१ PM वैधता पडताळणीसाठी https://digitalsatbara.mahabhumi.gov.in/dsr/ या संकेत स्थळावर जाऊन 2483000001083959 हा क्रमांक

पृष्ठ क्र. १/२

क.जा. [illegible]

११६८ / २०२[illegible]

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E-mail- ndtzp@gmail.com
दुरध्वनी क्रमांक - 02141-222232
फॅक्स क्रमांक:- 02141-222076 / 222070

जा.क्र/राजिप/ग्रापं/नेसंविप्रा/ /२०१६
नेरळ संकुल विकास प्राधिकरण कक्ष
ग्रामपंचायत विभाग
रायगड जिल्हा परिषद, अलिबाग
दिनांक:- २८/१०/२०१६

RAIGAD ZILLA PARISHAD RZP ALIBAG

प्रति,
मे. श्रीजी एंन्टरप्रायजेस तर्फे पार्टनर
श्री. खीमाजी मेघजी वांरवडीया व इतर सहा
ता.कर्जत जि.रायगड.

विषय:- मौजे धामोते ता. कर्जत येथील सर्वे नंबर १२ मधील भू.क्र.७ व ८ एकुण क्षेत्रफळ ६१८.७५ चौरस मीटर या बिनशेती भुखंडावर निवासी कारणासाठीच्या बांधकामास परवानगी मिळणेबाबत.

संदर्भ:-
१. आपले कडील प्रस्ताव दिनांक १७.०८.२०१५.
२. सहाय्यक संचालक, नगर रचना, रायगड-अलिबाग यांचे कार्यालयाकडील प जा.क्र ससंनर-राअ/बां.प./मौजे धामोते ता.कर्जत/ स.नं. १२/ भु. क्र. ७ व ८/१८४५ दिनांक २७.०७.२०१६
३. तहसिलदार कर्जत यांचे कार्यालयातील बीनशेती आदेश क्र.एस आर/एल एन ए/१५ दि.०६/०५/१९८३
४. तहसिलदार, कर्जत यांचेकडील अहवाल क्रमांक मशा/ बांधकाम परवानगी/ के.नं.१३६/२०१६ दिनांक २९/०९/२०१६.
५. या कार्यालयाचे तांत्रिक अधिकारी यांनी प्रस्तावाधिन भूखंडाची स्थळ पाहणी करुन दिलेला तांत्रिक छाननी अहवाल दिनांक / /२०१६
६. स्थायी समिती सभा ठराव क्रमांक २५० दिनांक २६/०४/२०१३.
७. मा. मुख्य कार्यकारी अधिकारी यांचकडील मंजूर टिपण्णी/आदेश क्र. २०५ दिनांक ०९.०५.२०१६.
८ कार्यालयीन मंजूर टिप्पणी दिनांक /०९/२०१६.

उपरोक्त संदर्भ क्रमांक १ अन्वये विषयांकित मिळकतीवर बांधकाम परवानगी मिळणेबाबत प्रस्ताव सादर केलेला आहे. ज्या अर्थी महाराष्ट्र प्रादेशिक व नगर रचना अधिनियम १९६६ (१९६६ चा ३७वा) चे कलम २ चा उपखंड (१५) (सी)(१)सहखंड १९ चे अनुसार मा. संचालक, नगर रचना, महाराष्ट्र राज्य, पुणे हे त्यांना शासन, नगर विकास व आरोग्य विभाग, अधिसूचना क्रमांक टीपीएस-३१७७-११८९-युडी-६, दिनांक १०/१२/१९७९ अन्वये प्रदान केलेल्या शक्तीचा वापर करुन रायगड जिल्हा परिषदेस रायगड जिल्ह्यातील नेरळ डॉमिटरी टाऊनशिपच्या क्षेत्राकरिता उपरोक्त अधिनियमाखाली नियोजन प्राधिकरणाच्या शक्ती वापरण्याची परवानगी दिली आहे.

ज्या अर्थी रायगड जिल्हा परिषदेने सर्वसाधारण सभा दिनांक ०१/०७/२०१० ठराव क्रमांक ५५८ व दिनांक १३/१२/२०१० ठराव क्रमांक ६२९ अन्वये सहाय्यक संचालक, नगर रचना, रायगड-अलिबाग यांची नगर रचना अधिकारी म्हणून नेमणूक करणेत आली आहे.

ज्या अर्थी उपरोक्त संदर्भिय २ अन्वये सहाय्यक संचालक, नगर रचना, रायगड-अलिबाग यांनी नियोजित बांधकामाच्या नकाशाची छाननी करुन व योजनेच्या विकास नियंत्रण नियमावली अनुसार विषयांकित जागेत शर्तींना अधिन राहून बांधकाम परवानगी देणेबाबत शिफारस पत्र दिलेले आहे.

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BANK OF BARODA

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ज्या अर्थी उपरोक्त संदर्भिय ३ अन्वये यांनी प्रस्तावित भूखंडाचे विनिश्चिती करून प्रमाणपत्र दिलेले आहे. तसेच संदर्भिय ४ अन्वये प्रस्तावित भूखंडाचे बिनशेती आदेश व्यापगत नसल्याबाबत व मालकी हक्काबाबत वाद-विवाद नसल्याबाबत तहसिलदार, कर्जत यांनी या कार्यालयाकडे अहवाल सादर केलेला असून त्यामध्ये अर्जदार यांनी मंजूरीसाठी प्रस्तावित केलेल्या भूखंडावर येण्या-जाण्यासाठी रस्ता उपलब्ध आहे. सदर जमिनीवर वन खात्याच्या तरतुदी लागू नाही अथवा २२ अ खालील चौकशी प्रलंबित नाही. सदर जमिनीवर जाणारा रस्ता वनखात्याच्या जमिनीमधून जात नाही. सदर जमिनीसाठी आदिवासी खातेदारांचा संबंध नाही. सदर जमिनीमधून गटार अथवा पाण्याची पाईपलाईन जात नाही तसेच जमिनीवरुन अतिउच्च दावाची विद्युतवाहिनी जात नाही असे नमूद केलेले आहे.

ज्या अर्थी उपरोक्त संदर्भिय ५ अन्वये या कार्यालयाचे तांत्रिक अधिकारी यांनी प्रस्तावाधिन भूखंडाची स्थळ पाहणी करुन तांत्रिक छाननी अहवाल सादर केलेला आहे.

ज्या अर्थी उपरोक्त संदर्भिय ६ अन्वये नेरळ संकुल विकास प्राधिकरणातील बांधकाम परवानगीचे प्रस्ताव सहाय्यक संचालक, नगर रचना यांचेकडून छाननी व पडताळणी होऊन प्राप्त झाल्यानंतर सदरची प्रकरणे ग्रामपंचायत विभागाने जिल्हा परिषद स्तरावर करावयाची कार्यवाही करुन प्रत्येक प्रकरणाची छाननी व पडताळणी करुन सर्व बाबींची पुर्तता झालेली असल्यास असे प्रत्येक प्रकरण मंजूरीसाठी स्थायी समिती समोर ठेवणे. स्थायी समितीने ठरावाद्वारे मान्यता दिल्यानंतर या प्रकरणी मा. मुख्य कार्यकारी अधिकारी, रायगड जिल्हा परिषद, अलिबाग यांनी उप मुख्य कार्यकारी अधिकारी(ग्रा.पं.) हे संबंधित विभाग प्रमुख असल्यामुळे त्यांनी निर्देशित केलेमुळे उप मुख्य कार्यकारी अधिकारी (ग्रा.पं.), रायगड जिल्हा परिषद, अलिबाग यांनी मा. मुख्य कार्यकारी अधिकारी, रायगड जिल्हा परिषद, अलिबाग यांची बांधकाम परवानगीचे प्रारुप आदेशासह मान्यता घेऊन बांधकाम परवानगी आदेश उप मुख्य कार्यकारी अधिकारी (ग्रा.पं.) यांनी त्यांचे स्वाक्षरीने निर्गमित करणेची कार्यवाही करणेबाबत स्थायी समिती सभा दिनांक २६.०४.२०१३ ठराव क्रमांक २५० अन्वये मान्यता देणेत आलेली आहे.

मात्र उपरोक्त संदर्भिय ७ अन्वये स्थायी समिती, रायगड जिल्हा परिषद, अलिबाग यांची बांधकाम परवानगी करीता शिफारशीची आवश्यकता नाही.

आणि ज्या अर्थी उपरोक्त संदर्भिय ८ अन्वये कार्यालयीन टिप्पणी प्रारुप आदेशासह मंजूर करणेंत आलेली आहे.

**त्या अर्थी सहाय्यक संचालक, नगर रचना, रायगड-अलिबाग यांच्या अटी व शर्तींना अधिन राहून त्यांनी दिलेल्या ना-हरकत / शिफारस पत्रानुसार रायगड जिल्हा परिषद, अलिबाग आपल्या उपरोक्त संदर्भिय क्रमांक १ अन्वये विषयांकित मिळकतीवरील सादर प्रस्तावास खालील नमूद केलेल्या क्रमांक <u>१ ते ३१ अटी व शर्ती</u> बंधनकारक ठेवून नगर रचना विभागाने सोबतच्या मंजूर नकाशाप्रमाणे रहिवास कारणा करिता इमारतीचे बांधकाम करणेंस परवानगी देण्यांत येते.**

**बांधकाम परवानगी देणेंत येत असलेल्या प्रस्तावाचा छाननी तक्ता खालील प्रमाणे आहे.**

| | | |
|---|---|---|
| 1. | Name of Applicant | **मे. श्रीजी एंन्टरप्रायजेस तर्फे पार्टनर<br>श्री. खीमाजी मेघजी वारवडीया व इतर सहा** |
| 2. | Name of Owner | **उमेश शांतीलाल ठक्कर.** |
| 3. | Name of Builder | **मे. श्रीजी एंन्टरप्रायजेस तर्फे पार्टनर<br>श्री. खीमाजी मेघजी वारवडीया व इतर सहा** |



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| | | |
|---|---|---|
| 4. | Total Plot Area (as per 7/12 ) | 698.75 $m^2$ |
| 5. | Total Plot Area (as per T.I.L.R ) | 698.75 $m^2$ |
| 6. | Area as per demarcation | 698.75 $m^2$ |
| 7. | Area as per possession | 698.75 $m^2$ |
| 8. | Area under D.P. Road | NA |
| 9. | Net plot area for F.S.I. calculation | 698.75 $m^2$ |
| 10. | F.S.I. permissible(With premium) | 1.20 |
| 11. | F.S.I. being utilized now | 1.20 |
| 12. | Built-up area permissible | 838.50 $m^2$ |
| 13. | Total Built-up area proposed | 838.50 $m^2$ |

इमारतीचे बांधकाम पूर्ण झाल्यावर सदर इमारतीसाठी आवश्यक ती पाणीपट्टी आणि घरपट्टी रक्कम नियमानुसार ग्रामपंचायत **ममदापूर** ता. कर्जत यांचेकडे जमा करणे आपणांस बंधनकारक राहिल.

इमारत बांधकाम करित असतांना इमारत बांधकामाचे साहित्य सार्वजनिक स्वरुपाच्या रस्त्यावर व गटारात पडणार नाही याची दक्षता घेणेंत यावी. अशा प्रकारे इमारत बांधकाम साहित्य रस्त्यावर अथवा इतर सार्वजनिक जागेवर आढळून आल्यास आपणांस कारवाई करणेबाबत संबंधित विभागास कळविणेंत येईल किंवा इमारत बांधकाम परवानगी रद्द करण्याबाबतची कारवाई सुध्दा करणेंत येईल याबाबतची नोंद घेणेंत यावी.

बांधकाम सुरु असतांना जागेवरील रिकामे गाळे / सदनिका यांची संरक्षणाची जबाबदारी संबंधित जमीन मालक / भूखंडधारक / विकासक / गाळेधारक यांची राहिल. तसेच अर्धवट बांधलेल्या जागेचा गैरवापर होऊ नये म्हणून भूखंडधारकाने भूखंडाभोवती नियमाप्रमाणे भिंतीचे कुंपन बांधून त्याठिकाणी अनुचित प्रकार होणार नाहीत याची दक्षता घ्यावी. गैरकृत्य करतांना आढळल्यास संबंधितांवर कायदेशीर कारवाई करणेंत येईल याची नोंद घ्यावी.

विषयांकित भूखंड सखल भागामध्ये असल्यास जमीनीची पातळी (Ground Level) ही रस्ता आणि Sewer Line यांच्या पेक्षा भरणीकरुन उंच करुन घ्यावी.

इमारतीचे सांडपाणी, मैला आणि पावसाळयाचे पाणी यांचा निचरा योग्यप्रकारे होऊन भूखंडामध्ये पाणी साचणार नाही याप्रमाणे भूखंड समपातळीत तयार करणेंत यावा.

इमारतीचे बांधकाम करणारे मजूराकरिता तात्पुरत्या निवासासाठी शेड उभारणेंत यावी. तसेच आरोग्याच्या दृष्टीकोनातुन सदरहू शेडलगत स्वच्छतागृह बांधणेंत यावीत. तसेच भोगवटा प्रमाणपत्रासाठी अर्ज करणेपूर्वी सदरच्या शेड भूखंडधारक / विकासक यांनी स्वखर्चाने काढून टाकणेंत यावीत.

इमारतीचे बांधकाम हे मंजूर नकाशा प्रमाणेच करणेंत यावे. मंजूर बांधकाम नकाशामध्ये फेरफार अथवा वाढीव बांधकाम करावयाचे असल्यास महाराष्ट्र प्रादेशिक व नगर रचना अधिनियम, १९६६ मधील तरतुदींनुसार रायगड जिल्हा परिषद, अलिबाग यांचेकडून सुधारित बांधकाम नकाशे मंजूरी घेणे आवश्यक राहिल. मंजूर नकाशा व्यतिरिक्त बांधकाम केल्यास ते कायद्यातील तरतुदींनुसार कारवाईस पात्र राहिल याची नोंद घ्यावी.

इमारत बांधकाम सुरु करणेपूर्वी जमीन मालकाचे नांव, बांधकामाचाबाबतचा तपशील, बांधकाम परवानगीचा क्रमांक व तारीख, वास्तुविशारदाचे नांव, स्थापत्य विशारदाचे नांव व [illegible] नांव दुरध्वनी

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क्रमांकासह दर्शविणारा फलक बांधकाम क्षेत्रात लावण्यांत यावा. या बाबतची माहिती रायगड जिल्हा परिषद, अलिबाग यांचेकडे सादर करणेंत यावी.

प्रस्तुत इमारत बांधकाम परवानगीचा कालावधी हे आदेश निर्गमित केलेल्या दिनांकापासून एक वर्षाचा राहिल. तसेच सदरच्या इमारतीचे बांधकाम एक वर्षाच्या आंत सुरू झाले नाही तर त्यानंतर पुढील वर्षासाठी अर्जदार यांनी योग्यत्या कारणासहीत नियोजन प्राधिकरणाकडे विनंती अर्ज करुन परवानगीचे नुतनिकरण मुदतसंपणे आधि करणे आवश्यक राहिल. अशा प्रकारे नुतनिकरण फक्त ३ वर्षे करता येईल. वैध मुदतीत बांधकाम पुर्ण केले नसेल तर नवीन परवानगी घ्यावी लागेल. नवीन परवानगी घेताना त्यावेळी अस्तीत्वात असलेल्या नियमांचा व नियोजित विकास आराखड्याच्या अनुषंगाने छाननी करणेत येईल व ती बाब अर्जदार / जमिन मालक यांचेवर बंधनकारक राहिल.

सदरहू इमारत बांधकामासाठीच्या अटी व शर्ती खालील प्रमाणे:-

१. शासनाने अ, ब व क वर्ग नगर परिषदेसाठी प्रसिध्द केलेल्या प्रारुप विकास नियंत्रण नियमावलीतील नियम क्रमांक ६.८ नुसार अर्जदाराने / विकासकाने प्रकल्प पूर्ण होण्यापूर्वी रस्ते, Storm Water Drains, Sewer Line, Water Supply Line and development of open spaces इत्यादी व इतर आवश्यक पायाभूत सुविधा विकसित करणे अनिवार्य आहे.
२. शासनाने अ, ब व क वर्ग नगर परिषदेसाठी प्रसिध्द केलेल्या प्रारुप विकास नियंत्रण नियमावलीतील नियम क्रमांक १३.३.२ मध्ये खालील प्रमाणे नमूद केलेले आहे.
   on sanction of the development permission, the common plot shall deemed to have vested in the society / Association of the residents / Occupants. The recreational open spaces shall not be sold to any other person & it shall not be put to any other user accept for the common use of residents / occupants.
३. उपरोक्त नमूद केल्याप्रमाणे खुल्या जागेचा (recreational open space) वापर हा residents / occupants च्या सामाईक वापराकरिता करणेंत येणे बंधनकारक राहिल.
४. नियोजित इमारतीचा वापर रहिवास या कारणासाठी करण्यांत यावा व इमारत बांधकाम मंजूर नकाशाप्रमाणे बांधण्यांत यावे.
५. मंजूर नकाशा प्रमाणे इमारतीच्या जोत्यापर्यंतचे काम पूर्ण झालेवर या जोत्याची तपासणी उप अभियंता (बांधकाम) रायगड जिल्हा परिषद उपविभाग कर्जत यांच्याशी परस्पर संपर्क साधून त्यांच्याकडुन ज्योत्याचे (Plinth Certifcate) प्रमाणपत्र सादर करणे बंधनकारक असून त्यानंतर जोत्यावरील बांधकामास या कार्यालयामार्फत परवानगी देणेंत येईल..
६. प्रस्तुत प्रकल्पात प्रस्तावित LIG/EWS आणि MIG सदनिकांचे एकत्रिकरण अनुज्ञेय असंणार नाही.
७. इमारतीच्या बांधकामामध्ये Rain Water Harvesting ची आवश्यक ती तरतुद करणे बंधनकारक राहिल.
८. नियोजित इमारत बांधकामापासून बांधकाम क्षेत्रात पुढील, मागील व दोन्ही बाजूची अंतरे मंजूर नकाशाप्रमाणे प्रत्यक्षात जागेवर असली पाहिजेत, व जागा ही कायमची खुली ठेवावी.
९. विषयांकित भूखंडावरील इमारतीचे बांधकाम हे नकाशावर नमूद केल्याप्रमाणे तळ +३ मजल्यांचे व उंची १४.०० मिटर पेक्षा जास्त असू नये.
१०. नियोजित इमारतीसाठी आवश्यक असलेल्या पाण्याची सोय, सांडपाण्याची सोय, मैला आणि घनकचरा निर्मूलनाची व्यवस्था भूखंड धारकाने / विकासकाने करणे बंधनकारक राहिल.
११. पिण्याच्या पाण्याच्या स्त्रोत (Source) पासून सेप्टीक टँकचे अंतर हे किमान १२.०० मीटर असणे आवश्यक आहे.
१२. प्रकाश व वायुविजन यासाठी ठेवलेल्या खिडक्यांचे क्षेत्र हे खोलीच्या क्षेत्राच्या १/६ पेक्षा कमी असू नये.

१३. नियोजित बांधकामामुळे भूखंडावर असलेल्या कोणाच्याही वहिवाटीचा हक्काचा भंग होणार नाही याची जबाबदारी अर्जदार / मालकाने घेणे आवश्यक आहे.

१४. विषयांकित भूखंडावर बांधकाम करतांना **IS CODE-13920-1993** भूकंपरोधक RCC डिझाईननुसार बांधकाम घटकांचे नियोजन अर्हताप्राप्त स्ट्रक्चरल इंजिनियर यांचेकरुन करुन घेणे आवश्यक असून त्यांचे देखरेखीखाली नियोजित इमारतीचे बांधकाम पूर्ण करणे भूखंडधारक / विकासक यांचेवर बंधनकारक राहिल.

१५. इमारतीचे बांधकाम हे राष्ट्रीय इमारत बांधकाम सांकेतांकाप्रमाणे (National Building Code) करणेंत यावे. तसेच भूखंडासभोवतालच्या रहिवाशांना कोणताही त्रास होणार नाही याची काळजी भूखंडधारक / विकासक यांनी घेणे बंधनकारक आहे.

१६. इमारत बांधकामाचे वेळी कोणत्याही प्रकारचा अपघात घडून दुखापत झाल्यास त्याची संपूर्ण जबाबदारी ही भूखंडधारक / विकासक यांचेवर राहिल. **तसेच कामगार आयुक्तांकडून बांधकाम करणारे मजूर यांना लाभ देणेसाठी प्रयत्न करावे.**

१७. इमारत बांधकाम करतांना कोणत्याही प्रकारची अस्तित्वातील गटारे, रस्ते व पाणी पुरवठा योजना इत्यादींचे नुकसान झाल्यास त्याची भरपाई ही भूखंडधारक / विकासक यांनी करावयाची आहे.

१८. नियोजित इमारतीचे जागेवर जर जून्या इमारतीचे बांधकाम तोडावयाचे असल्यास अशी जूनी इमारत तोडल्यानंतर ग्रामपंचायतीने दिलेल्या निर्देशानुसार निघालेल्या साहित्याची विल्हेवाट भूखंडधारक / विकासक यांनी करावयाची आहे.

१९. शासन परिपत्रक उद्योग दर्जा व कामगार विकास ग्रामकडील दिनांक २६ ऑक्टोंबर २००९ अन्वये बांधकामाच्या एकूण मुल्यानूसार (जमिनीचे मूल्य वगळून ) एक टक्का (१%) कामगार कल्याण उपकर रक्कम कामगार कल्याण मंडळाकडे धनाकर्षाने नियमानूसार जमा करणे विकासकावर बंधनकारक राहील

२०. नियोजित इमारत बांधकामाचा प्रगती अहवाल वेळोवेळी नियमीतपणे रायगड जिल्हा परिषदेला सादर करणे बंधनकारक असून अहवाल सादर न केल्यास भोगवटा प्रमाणपत्र देणेंत येणार नाही.

२१. उपरोक्त संदर्भिय ४ अन्वये तहसिलदार, कर्जत यांनी अहवालामध्ये नमूद केल्याप्रमाणे बिनशेती आदेशातील भंग केलेल्या अटीपोटी दंडाची रक्कम तहसिलदार, कर्जत यांचेकडे भरणा करणे बंधनकारक राहिल अन्यथा जोत्यावरील बांधकामाला परवानगी देणेंत येणार नाही.

२२. सहाय्यक संचालक, नगर रचना, रायगड-अलिबाग यांनी निर्गमित केलेल्या सूचनांचे तंतोतंत पालन करणे बंधनकारक राहिल. सदरची छायांकित प्रत सोबत जोडलेली आहे.

२३. महाराष्ट्र प्रादेशिक व नगर रचना अधिनियम, १९६६ आणि महाराष्ट्र जिल्हा परिषदा व पंचायत समित्या अधिनियम, १९६१ मधील कोणतेही नियम, अटी व शर्ती यांचे उल्लंघन केल्यास सदरची इमारत बांधकामाची परवानगी रद्द करणेंत येईल.

२४. नियोजत इमारत बांधकामासाठी सरकारी प्राधिकरण जसे मुंबई महानगर प्रादेशिक विकास संस्था सारख्या इतर प्राधिकरणांचा यांचा ना-हरकत दाखला आवश्यक असल्यास तो घेणे नियमानुसार बंधनकारक राहिल.

२५. प्रस्तावित प्रकल्पाच्या समोरील अस्तित्वात / नियोजित रस्ता विकासकाने भोगवटा प्रमाणपत्र प्राप्त करुन घेण्यापूर्वी विकसित करुन ग्रामपंचायतीकडे हस्तांतरित करावा.

२६. प्रस्तावित प्रकल्पातील सदनिका / गाळयांचा वापर भूखंडधारक / विकासक यांना प्राधिकरणाचे भोगवटा प्रमाणपत्र प्राप्त करुन घेतल्याशिवाय सदनिकेचा / गाळयांचा करता येणार नाही. तसे न केल्यास कायदेशीर कारवाई करण्यात येईल.

२७. विषयांकित भूखंडाबाबत कोणताही कायदेविषयक वाद-विवाद निर्माण झाल्यास त्याबाबतचा निपटारा करण्याची सर्वस्वी जबाबदारी भूखंडधारक / विकासक यांची राहिल.

२८. भूखंडधारक / विकासक यांनी सादर केलेली माहिती चूकीची अथवा दिशाभूल करणारी आढळल्यास ही परवानगी रद्द समजणेंत यावी.

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२९. नैसर्गिक मार्गाचे झरे बंदिस्त केलेले आहेत. तरी नवीन नैसर्गिक पाण्याचे झरे वाहुन जाण्यासाठी (Water Way Calcalation) प्रमाणे नाले तयार करणेत यावेत. नैसर्गिक पाण्याचे झरे बंदिस्त केल्यामुळे काही प्रश्न उद्‌भवल्यास याची सर्वस्वी जबाबदारी विकासकाची राहिल.

३०. पाणी पुरवठा व जलनिस:रणाबाबत आणि घनकचऱ्याबाबत सदरचा प्रकल्प हा स्वयंपुर्ण असला पाहिजे.

३१. सहाय्यक संचालक यांचे छाननी व पडताळणी अहवालातील अटी भूखंडधारक/विकासक यांचेवर बंधनकारक राहतील.

RAIGAD ZILLA PARISHAD ALIBAG RZP

मा. मु.का.अ. यांचे मान्य टिप्पणीनुसार

उप मुख्य कार्यकारी अधिकारी (ग्रा.पं.)
रायगड जिल्हा परिषद, अलिबाग

**प्रतः माहितीस्तव सविनय सादर.**

१. मा. जिल्हाधिकारी, रायगड-अलिबाग.
२. मा. मुख्य कार्यकारी अधिकारी, रायगड जिल्हा परिषद, अलिबाग.
३. मा. सदस्य सचिव, स्थायी समिती तथा उप मुख्य कार्यकारी अधिकारी (सा.प्र.), रायगड जिल्हा परिषद, अलिबाग.

**प्रतः माहिती तथा पुढील कार्यवाहीसाठी रवाना.**

१. सहाय्यक संचालक, नगर रचना, रायगड-अलिबाग.
२. कार्यकारी अभियंता (बांध. / ग्रापापु), रायगड जिल्हा परिषद, अलिबाग.
३. तहसिलदार, कर्जत जि. रायगड.
४. गट विकास अधिकारी, पंचायत समिती, कर्जत जि. रायगड.
५. उपअभियंता (बांध./लपा), रायगड जिल्हा परिषद उपविभाग, कर्जत जि. रायगड.
६. सरपंच / ग्राम विकास अधिकारी, ग्रामपंचायत, ममदापूर ता. कर्जत जि. रायगड.

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# PROFORMA - B

## CONTENTS OF SHEET

PLANS, AREA STATEMENT, SUMMARY, ETC.

## STAMP OF APPROVAL OF PLANS

पत्र क्र.रानांनर रा.अ... [illegible]
[illegible] / [illegible]
दिनांक.२८/७/२०१६ अन्वये [illegible]
यांतील [illegible] अधिक शाहून व
नकाशांमध्ये [illegible] करणे दुरुस्ती
प्रमाणे शिफारस

सहायक संचालक
नगर रचना, अलिबाग

[illegible] ४४२/२०
[illegible] २८/७/[illegible] आदेशातील
[illegible] व [illegible]
[illegible] नगर रचना,
[illegible] केलेल्या
दुरुस्ती [illegible] या [illegible]
[illegible] मंजूर करणेत येत आहे

[illegible] मुख्य कार्यकारी अधिकारी [illegible]
[illegible] जिल्हा परिषद,अलिबाग

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# Maharashtra Real Estate Regulatory Authority

**CERTIFICATE FOR EXTENSION OF REGISTRATION OF PROJECT**
**FORM 'F'**
[See rule 7(2)]

This extension of registration is granted under section 6/7 of the Act, to the following project: *Project:* ***VRINDAVAN RESIDENCY***, *Plot Bearing / CTS / Survey / Final Plot No.:* ***SR. NO. 92,PLOT NO,7 AND 8*** *at* ***Dhamote, Karjat, Raigarh, 410101***; registered with the regulatory authority vide project registration certificate bearing No **P52000023752** of

1. **Shreeji Enterprises** having its registered office / principal place of business at *Tehsil:* ***Kalyan***, *District:* ***Thane***, *Pin:* ***421201***.
2. This renewal of registration is granted subject to the following conditions, namely:-
    - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 (2) of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules,2017;
    - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (l) of sub-section (2) of section 4 read with Rule 5;
      OR
      That entire of the amounts to be realised hereinafter by me/promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
    - The registration shall be valid up to **30/03/2023** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 6/7 of the Act read with rule 7 the Act.
    - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
    - That the promoter shall take all the pending approvals from the competent authorities
    - If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid
Digitally Signed by
Dr. Vasant Premanand Prabhu
(Secretary, MahaRERA)
Date:28-04-2022 19:08:43

Dated: **28/04/2022**
Place: **Mumbai**

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

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वाचले :- १) या कार्यालयाकडील बांधकाम परवानगी आदेश क्रमांक जा.क्र./राजिप/प्रापं/नेसंविप्रा/४४२/२०१६ दि. २८/१०/२०१६.
२) Structural Architect Completion Certificate Date/: ०८/०२/२०२३
३) Structural Engineer Stability Certificate Date : ०८/०२/२०२३

जा.क्र/राजिप/बांधकाम/नेसंविप्रा/80/२०२३
नेरळ संकुल विकास प्राधिकरण कक्ष
रायगड जिल्हा परिषद, अलिबाग
दिनांक:- २४/2/२०२३

रायगड जिल्हा परिषद, अलिबाग
रा.जि.प.

## भोगवटा प्रमाणपत्र

नेरळ संकुल विकास प्राधिकरणातील मौजे धामोते ता. कर्जत येथील स.नं. ९२ मधील भूखंड क्रमांक ७ व ८ एकूण क्षेत्र ६९८.७५ चौमी क्षेत्रावर निवासी कारणासाठी याकार्यालयाकडील बांधकाम परवानगी आदेश क्रमांक जा.क्र./राजिप/प्रापं/नेसंविप्रा/४४२/२०१६ दि. २८/१०/२०१६. अन्वये बांधकाम परवानगी देण्यात आली आहे. या भूखंडाचे विकासक व मालक मे. श्रीजी एंन्टरप्रायझेस तर्फे पार्टनर श्री. खीमाजी मेघजी बारवाडीया व इतर ६ हे आहेत.

सदरचे भोगवटा प्रमाणपत्र मौजे धामोते ता. कर्जत येथील स.नं. ९२ मधील भू.क्र. ७ व ८ एकूण क्षेत्र ६८.७५ चौमी भूखंडावरील इमारतीचे बांधकाम पुर्ण केलेने देणेत येत आहे. त्याबाबतचा दाखला संबधित वास्तू विशारद द डिझाईन इंडिया तर्फे श्री. किरण तेरसे व संरचना अभियंता द डिझाईन इंडिया तर्फे श्री. इशान अग्रवाल यांनी दिनांक. ०८/०२/२०२३ व दिनांक ०८/०२/२०२३ रोजी दिलेला आहे.

याकार्यालयाकडील दिनांक २८/१०/२०१६ अन्वये दिलेल्या बांधकाम परवानगी मंजूरी आदेशाच्या सर्व अटी व शर्तीची पुर्तता करणेत आलेल्या असल्याचे वास्तुविशारद, संरचना अभियंता व तांत्रिक अधिकारी नेरळ संकूल विकास प्राधिकरण यांनी नमुद केले आहे. तसेच सदरचे भोगवटा प्रमाणपत्र हे स.नं. ९२ मधील भू.क्र. ७ व ८ करीता (इमारत क्षेत्र ८३८.५० चौ.मी.) मर्यादित असून सदर क्षेत्रावरील बांधकाम वापरणेस या आदेशान्वये परवानगी देणेत येत आहे.

| | | |
|---|---|---|
| १. | भुखंडाचे क्षेत्रफळ (७/१२ नुसार) | ६९८.७५ चौ.मी. |
| २. | रस्त्याखालील क्षेत्रफळ | --- |
| ३. | भुखंडाचे निव्वळ क्षेत्रफळ (मोजणी नुसार) | ६९८.७५ चौ.मी. |
| ४. | अनुज्ञेय चटई निर्देशांक | १.०० |
| ५. | प्रिमियम पेड चटई क्षेत्र निर्देशांक | ०.२० |
| ६. | भुखंडाचे अनुज्ञेय चटई क्षेत्रफळ | ८३८.५० चौ.मी. |
| ७. | प्रस्तावित बांधकामाचे एकुण क्षेत्रफळ | ८३८.५० चौ.मी. |
| ८. | पूर्ण झालेल्या बांधकामाचे क्षेत्रफळ रहिवास | ८३८.५० चौ.मी. |
| ९. | निवासी कारणासाठी बांधलेल्या सदनिकांची संख्या | २४ |
| १०. | शिल्लक बांधकामाचे क्षेत्रफळ | ----- |

रायगड जिल्हा परिषद, अलिबाग
रा.जि.प.

कार्यकारी अभियंता (बांध)
रायगड जिल्हा परिषद अलिबाग

THE SEAL OF THE SUB-REGISTRAR
KARJAT-2

क.ज.र-२
११८८ / २०२३
८२ / ८८

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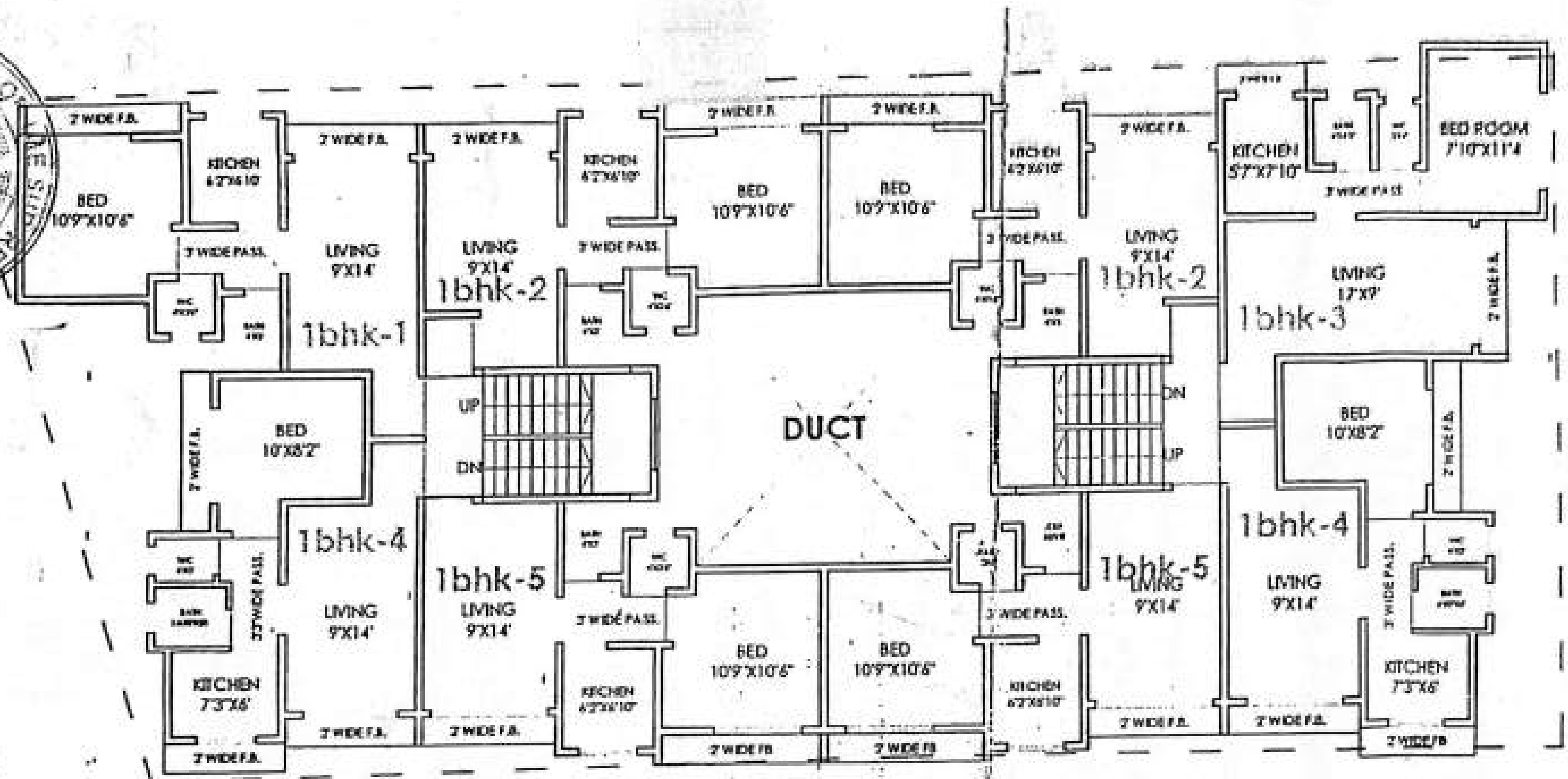


# 1ST, 2ND & 3RD FLOOR PLAN

| FLAT | NO. |
|---|---|
| 1BHK-1 | 3 |
| 1BHK-2 | 6 |
| 1BHK-3 | 3 |
| 1BHK-4 | 6 |
| 1BHK-5 | 6 |

(134)

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER
ABYPT5904H
नाम /NAME
UMESH SHANTILAL THAKKAR
पिता का नाम /FATHER'S NAME
SHANTILAL HARCHAND THAKKAR
जन्म तिथि /DATE OF BIRTH
03-11-1974
हस्ताक्षर /SIGNATURE
आयकर आयुक्त, पुणे
Commissioner of Income-tax, Pune

[redacted]
उमेश शांतिलाल ठक्कर
Umesh Shantilal Thakkar
जन्म तारीख/ DOB: 03/11/1974
पुरुष / MALE
2183 3771 0931
माझे आधार, माझी ओळख

आयकर विभाग भारत सरकार
INCOME TAX DEPARTMENT GOVT. OF INDIA
SHREEJI ENTERPRISES
20/06/2014
Permanent Account Number
ACPFS0759R

आयकर विभाग भारत सरकार
INCOME TAX DEPARTMENT GOVT. OF INDIA
Permanent Account Number Card
ADJPT1360L

आयकर विभाग भारत सरकार
INCOME TAX DEPARTMENT GOVT. OF INDIA
AYUB KHUDBUDHIN MULLA
KHUDBUDHIN BABALAL MULLA
01/06/1994
Permanent Account Number
CFCPM9255E
Signature

[redacted]
Ayub Khudbuddin Mulla
Date of Birth/DOB: 01/06/1994
Male/ MALE
6989 6429 1708
VID : 9113 4642 9919 3321
मेरा आधार, मेरी पहचान

[redacted]
दिनेश रालबंडी
Dinesh Ralabandy
जन्म वर्ष / Year of Birth : 1976
पुरुष / Male
6599 5410 5792
आधार — सामान्य माणसाचा अधिकार

[redacted] प्राधिकरण
[redacted] OF INDIA
Address: S/O: Venkataya Ralabandy, Room No-01, Garib Nawaz Chawl., Patri Pull, Krishna Nagar,, Kalyan East., Kalyan, Thane, Kalamanivali, Maharashtra, 421306

[redacted]
Sugrabi Liyaqat Shaikh
जन्म वर्ष / Year of Birth : 1974
स्त्री / Female
9787 4044 7179
आधार — सामान्य माणसाचा अधिकार

[redacted] प्राधिकरण
[redacted] OF INDIA
Address: W/O Liyaqat Hasan Shaikh, amolangan ... Maharashtra, 41...

THE SEAL OF THE SUB-REGISTRAR KARJAT-2

२५ मार्च २०२३

क.ज.र-२
११८६ / २०२३
८८ / ८८

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THE SEAL OF THE SUB-REGISTRAR
KARJAT-2

| | |
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| कज.पं.ह-२ | |
| ११८६ | २०२३ |
| ६५ | ६८ |

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543/1186
बुधवार,01 मार्च 2023 5:11 म.नं.

**दस्त गोषवारा भाग-1**

कजर2 ८६।८८
दस्त क्रमांक: 1186/2023

दस्त क्रमांक: कजर2 /1186/2023

बाजार मुल्य: रु. 24,21,000/- मोबदला: रु. 30,00,000/-

भरलेले मुद्रांक शुल्क: रु.1,80,000/-

दु. नि. सह. दु. नि. कजर2 यांचे कार्यालयात

अ. क्रं. 1186 वर दि.01-03-2023

रोजी 5:07 म.नं. वा. हजर केला.

पावती:1352 पावती दिनांक: 01/03/2023

सादरकरणाराचे नाव: **अयुब खुदबुद्दीन मुल्ला - -**

| | |
|---|---|
| नोंदणी फी | रु. 30000.00 |
| दस्त हाताळणी फी | रु. 960.00 |
| पृष्टांची संख्या: 48 | |
| एकुण: | 30960.00 |

दस्त हजर करणाऱ्याची सही:

SR. KARJAT 2
सह दुय्यम निबंधक कर्जत क्र.२

S.R. KARJAT 2
सह दुय्यम निबंधक कर्जत क्र.२

दस्ताचा प्रकार: ॲग्रीमेंट टू सेल

मुद्रांक शुल्क: (दोन) कोणत्याही नगरपालिका किंवा नगर पंचायत किंवा स्यालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा मुंबई महानगर प्रदेश ॥विकास प्रा॥धिकरणाच्या हद्दीत असलेल्या कोणत्याही ग्रामीण क्षेत्रात, किंवा मुंबई मुद्रांक (मालमत्तेच्या प्रत्यक्ष बाजार मूल्याचे निधारण) नियम, 1995 अन्वये प्रकाशित झालेल्या वार्षिक विवरणपत्रातील दराप्रमाण प्रभाव क्षेत्रात.

शिक्का क्रं. 1 01 / 03 / 2023 05 : 07 : 09 PM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 01 / 03 / 2023 05 : 07 : 55 PM ची वेळ: (फी)

दस्ताऐवजासोबत जोडलेली कागदपत्रे
कुलमुखत्यारपत्रे,व्यक्ती इ. बनावट
आढळून आल्यास यांची संपूर्ण
जबाबदारी दस्त निष्पादकांची राहील.

देणार घेणार

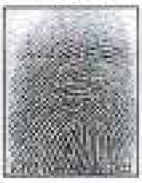
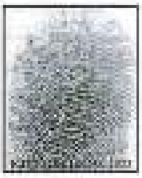
THE SEAL OF THE SUB-REGISTRAR
KARJAT-2

01/03/2023 5 15:08 PM

दस्त गोषवारा भाग-2

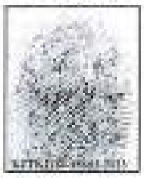
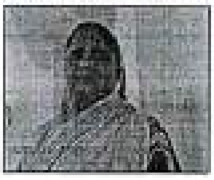
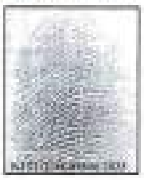
कजर2 8618L
दस्त क्रमांक:1186/2023

दस्त क्रमांक :कजर2/1186/2023
दस्ताचा प्रकार :-ॲग्रीमेंट टू सेल

| अनु क्र. | पक्षकाराचे नाव व पत्ता | पक्षकाराचा प्रकार | छायाचित्र | अंगठ्याचा ठसा |
|---|---|---|---|---|
| 1 | नाव:अपुव खुदबुद्दीन मुल्ला - -<br>पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: रा. अक्षरी बिल्डिंग एल-26, फ्लॅट नं. 506, तळोजा फेज 2, तळोजा, नवी मुंबई 410208, महाराष्ट्र, राईगार:(ं).<br>पॅन नंबर:CFCPM9255E | लिहून घेणार<br>वय :-29<br>स्वाक्षरी:- |  |  |
| 2 | नाव:उमेश शांतीलाल ठक्कर - -<br>पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: रा. महेश्वर निकेतन, 808, कोलबाड नाका, ठाणे-पश्चिम. 400601, महाराष्ट्र, ठाणे.<br>पॅन नंबर:ABYPT5904H | लिहून देणार<br>वय :-49<br>स्वाक्षरी:- |  |  |
| 3 | नाव:मान्यता देणार-श्रीजी एंटरप्रायझेस तर्फे भागिदार रमेश सावा ठांस - -<br>पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: पत्ता. ए/8, कस्तुरी प्लाझा, मानपाडा रोड, डोंबिवली-पूर्व, जि. ठाणे. 421201, महाराष्ट्र, ठाणे.<br>पॅन नंबर:ACPFS0759R | मान्यता देणार<br>वय :-41<br>स्वाक्षरी:- |  |  |

वरील दस्तऐवज करुन देणार तथाकथीत ॲग्रीमेंट टू सेल चा दस्त ऐवज करुन दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ:01 / 03 / 2023 05 : 09 : 26 PM

ओळख:-
खालील इसम असे निवेदीत करतात की ते दस्तऐवज करुन देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

| अनु क्र. | पक्षकाराचे नाव व पत्ता | | छायाचित्र | अंगठ्याचा ठसा |
|---|---|---|---|---|
| 1 | नाव:दिनेश रालाबंडी - -<br>वय:46<br>पत्ता:रा. रुम नं. 01, गरीब नवाज चाळ, पत्री पुल, कृष्णा नगर, कल्याण पूर्व, जि. ठाणे 421306<br>पिन कोड:421306 | स्वाक्षरी |  |  |
| 2 | नाव:सुगराबी लिपाकत शेख - -<br>वय:49<br>पत्ता:रा. सिमोलंगण पाद रोड, आण्णाभाऊ साठे नगर, मु.पो.ता. मोहोळ, जि. सोलापूर. 413213<br>पिन कोड:413213 | स्वाक्षरी |  |  |

शिक्का क्र.4 ची वेळ:01 / 03 / 2023 05 : 10 : 04 PM

S.R. KARJAT 2
सह दुय्यम निबंधक कर्जत क्र.२

Payment Details.

| sr. | Purchaser | Type | Verification no/Vendor | GRN/Licence | Amount | Used At | Deface Number | Deface Date |
|---|---|---|---|---|---|---|---|---|
| 1 | UMESH SHANTILAL THAKKAR | eChallan | 00040572023030156910 | MH016115954202223E | 180000.00 | SD | 0008027288202223 | 01/03/2023 |
| 2 | | DHC | | 0103202305651 | 960 | RF | 0103202305651D | 01/03/2023 |
| 3 | UMESH SHANTILAL THAKKAR | eChallan | | MH016115954202223E | 30000 | RF | 0008027288202223 | 01/03/2023 |

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

1186 /2023

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1. Verify Scanned Document for correctness through thumbnail (4 pages on a side) printout after scanning.
2. Get print immediately after registration.
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| क.ज.र-२ | |
|---|---|
| ११८६ | २०२३ |
| ४८ | ४८ |

प्रमाणीत करणेत येते की या दस्तास एकुण ४८ पाने आहेत

सह दुय्यम निबंधक कर्जत क्र.२

११८६ पुस्तकाचे ११८६ नंबरी नोंदला

सह दुय्यम निबंधक कर्जत क्र.२
तारीख ०१ माहे ०३ सन २०२३

THE SEAL OF THE SUB-REGISTRAR
सह दुय्यम निबंधक कर्जत-२
सत्यमेव जयते
KARJAT-2

01/03/2023

# सूची क्र.2

दुय्यम निबंधक : दु.नि. कर्जत 2
दस्त क्रमांक : 1186/2023
नोदंणी :
Regn:63m

गावाचे नाव : धामोते

| | |
|---|---|
| (1)विलेखाचा प्रकार | ॲग्रीमेंट टू सेल |
| (2)मोबदला | 3000000 |
| (3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे) | 2421000 |
| (4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास) | 1) पालिकेचे नाव:रायगड इतर वर्णन :, इतर माहिती: मौजे धामोते,ता. कर्जत,जि. रायगड येथील बिनशेती मिळकत सर्व्हे नंबर 92,प्लॉट नंबर 7 आणि प्लॉट नंबर 8 या मिळकतीवर बांधण्यात आलेली वृंदावन रेसिडेन्सी या इमारतीमधील ए विंग मधील तिसरा मजल्यावरील फ्लॅट नंबर 302,क्षेत्र 610 चौरस फुट बिल्टअप( ( Block Number : 302 ; ) ) |
| (5) क्षेत्रफळ | 1) 610 चौ.फूट |
| (6)आकारणी किंवा जुडी देण्यात असेल तेव्हा. | |
| (7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता. | 1): नाव:-उमेश शांतीलाल ठक्कर - - वय:-49; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: रा. महेश्वर निकेतन, 808, कोलबाड नाका, ठाणे-पश्चिम. 400601, महाराष्ट्र, ठाणे. पिन कोड:-400601 पॅन नं:-ABYPT5904H<br>2): नाव:-मान्यता देणार-श्रीजी एंटरप्रायझेस तर्फे भागिदार रमेश सावा ठांस - - वय:-41; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: पत्ता. ए/8, कस्तुरी प्लाझा, मानपाडा रोड, डोंबिवली-पूर्व, जि. ठाणे. 421201, महाराष्ट्र, ठाणे. पिन कोड:-421201 पॅन नं:-ACPFS0759R |
| (8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता | 1): नाव:-अयुब खुदबुद्दीन मुल्ला - - वय:-29; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: रा. अथरी बिल्डिंग एल-26, फ्लॅट नं. 506, तळोजा फेज 2, तळोजा, नवी मुंबई 410208, महाराष्ट्र, राईगाह(:). पिन कोड:-410208 पॅन नं:-CFCPM9255E |
| (9) दस्तऐवज करुन दिल्याचा दिनांक | 01/03/2023 |
| (10)दस्त नोंदणी केल्याचा दिनांक | 01/03/2023 |
| (11)अनुक्रमांक,खंड व पृष्ठ | 1186/2023 |
| (12)बाजारभावाप्रमाणे मुद्रांक शुल्क | 180000 |
| (13)बाजारभावाप्रमाणे नोंदणी शुल्क | 30000 |
| (14)शेरा | |

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

| | |
|---|---|
| मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- : | (ii) within the limits of any Municipal Council, Nagarpanchayat or Cantonment Area annexed to it, or any rural area within the limits of the Mumbai Metropolitan Region Development Authority or any other Urban area not mentioned in sub clause (i), or the Influence Areas as per the Annual Statement of Rates published under the Maharashtra Stamp (Determination of True Market Value of Property) Rules, 1995. |

सह दुय्यम निबंधक कर्जत क्र.२

SEAL OF THE SUB REGISTRAR KARJAT-2

बैंक ऑफ़ बड़ौदा
Bank of Baroda

**NOTICE TO BORROWER**
**(UNDER SUB-SECTION (2) OF SECTION 13 OF THE SARFAESI ACT, 2002)**

BOB/ADV/05./2023-2024

Date: 12.10.2023,
Place: Dombivli

To

**Mr. Ayub Khudbuddin Mulla,**
**S/o. Khudbuddin**
**R/o Flat No. 506, 5th Floor,**
**Ashwari Building, L26 Taloja Phase-2,**
**Taloja,**
**Navi Mumbai-410208.**

**Dear Sir,**

**Re: Credit facilities with our Babasaheb Joshi Road Branch, Dombivili (E).**

I. We refer to our letter No. 1774385 dated 08/03/2023 conveying of various credit facilities and the terms of sanction. Pursuant to the above sanction you have availed and started utilizing the credit facilities after providing security for the same, as hereinafter started. The present outstanding in various loan/credit facility accounts and the security interests created for such liability are as under:

बैंक ऑफ़ बड़ौदा Bank of Baroda Babasaheb Joshi Road Dombivli (E)

T41

बैंक ऑफ़ बड़ौदा
Bank of Baroda

| Nature and Type of facility | Date of Sanction | Limit (Rs.) | Rates of Interest | O/s as on 10-10-2023+unapplied interest and other charges if any till the date of realization | Security agreement with brief description of securities |
|---|---|---|---|---|---|
| Home Loan | 08-03-2023 | Rs.27,00,000/- | 9.55% | Rs.26,64,173/- (Rupees Twenty Six Lakhs Sixty Four Thousand One Hundred and Seventy Three) + unapplied interest and other charges if any till the date of realization | Residential Flat No.302 situated in third floor, A wing Area admeasuring 610 Sq. ft. buildup in the building known as 'VRUNDAVAN RESIDENCY" Constructed on(1)sr. No. 92 plot No. 7Area 320sq. mtrs Asst 6 Rs. 40 paise and 2)survey No. 92 plot No.8 area 380 sq. mtrs 7 Rs. 60 paise situated at Village Dhamote Tal. Karjat Dist. Raigad.<br><br>Flat Boundaries:<br><br>East- Passage flat no.304&stair case<br>West- open to AIR<br>South -Open to AIR<br>North- Flat No. 303<br><br>Land boundaries:<br><br>East- Plot No.6<br>West- Sr. No.7<br>South - 6 sq Mtrs Road<br>North- survey No. 3& 4 |

**2. In the letter of acknowledgement of debt dated 13/03/2023you have acknowledged your liability to the Bank to the tune of Rs...26,64,173./-(RupeesTwenty Six lakhs sixty four thousand one hundred seventy three only).The outstanding stated above include further drawings and interest upto 30-09-2023**

3. As you are aware, you have committed defaults in payment of instalments of term loan/demand loans which have fallen due for payment on 08-10-2023and thereafter.

4. Consequent upon the defaults committed by you, your loan account has been classified as non-performing asset on 08-10-2023 and in accordance with the Reserve Bank of India directives and guidelines. In spite of our repeated requests and demands you have not repaid the overdue loans including interest thereon.

बैंक ऑफ़ बड़ौदा / Bank of Baroda Dombivli (E)

बैंक ऑफ़ बड़ौदा
Bank of Baroda

4(a) Consequent upon the defaults committed by you, your loan account has been classified as non-performing asset on 08.10.2023 and in accordance with the Reserve Bank of India directives and guidelines. In spite of our repeated requests and demands you have not repaid the overdue loans including interest thereon

**5.** Having regard to your inability to meet your liabilities in respect of the credit facilities duly secured by various securities mentioned in Para 1 above, and classification of your account as a non-performing asset, we hereby give you notice under sub-section (2) of section 13 of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, and call upon you to pay in full and discharge your liabilities to the Bank aggregating **Rs.26,64,173/-(Rupees Twenty Six Lakhs Sixty Four Thousand One Hundred and Seventy Three only) + unapplied interest and other charges if any till the date of realization** as stated in Para 1 above, within 60 days from the date of this notice. We further give you notice that failing payment of the above amount with interest till the date of payment, we shall be free to exercise all or any of the rights under sub-section (4) of section 13 of the said Act, which please note.

6. Please note that, interest will continue to accrue at the rates specified in Para 1above for each credit facility until payment in full.

7. We invite your attention to sub-section 13 of section 13 of the said Act in terms of which you are barred from transferring any of the secured assets referred to in Para 1 above by way of sale, lease or otherwise (other than in the ordinary course of business),without obtaining our prior written consent. We may add that non-compliance with the above provision contained in section 13(13) of the said Act, is an offence punishable under section 29 of the Act.

8. We further invite your attention to sub section (8) of section 13 of the said Act in terms of which you may redeem the secured assets, if the amount of dues together with all costs, charges and expenses incurred by the Bank is tendered by you, at any time before the date of publication of notice for public auction/inviting quotations/tender/private treaty. Please note that after publication of the notice as above, your right to redeem the secured assets will not be available.

9. Please note that this demand notice is without prejudice to and shall not be construed as waiver of any other rights or remedies which we may have, including without limitation, the right to make further demands in respect of sums owing to us.

कृते बैंक ऑफ बड़ौदा
For Bank of Baroda
**Yours faithfully,**

मुख्य प्रबंधक/ Chief Manager
डोंबिवली (पू) Dombivali. (E)

**AUTHORISED OFFICER.**
**BANK OF BARODA.**

बैंक ऑफ बड़ौदा / Bank of Baroda
Babasaheb Joshi Road Br.
Dombivli (E)

ई विजया, डोंबिवली (पूर्व) शाखा : वैशम्पायन बिल्डींग, बाबासाहेब जोशी रोड, ऑफ फडके रोड, डोंबिवली (पू) - 421 201.
E VIJAYA, DOMBIVLI (EAST) BRANCH : Vaishampayan Bldg., Babasaheb Joshi Road, Off-Phadke Road, Dombivli (E) - 421 201.
फोन/Phone : 0251 2456336 | ई-मेल/E-mail : vjdome@bankofbaroda.co.in | वेब./Web. : www.bankofbaroda.com

For Deepjyoti Textiles Limited
Sd/-
Sanjay Mundra
Director
(DIN : 01205282)

Place : Mumbai
Dated : 8 November, 2023

| (b) Diluted | 8.40 | 5.24 | 7.11 |
|---|---|---|---|

**Note:**

a) The above is an extract of the detailed format of Quarter and Half Year and Stock Exchanges under Regulation 33 of the SEBI (Listing and Other Disc 2015. The full format of the Financial Results are available on th www.bseindia.com and of the Company at www.fredungroup.com

b) # - Exceptional and/or Extraordinary items adjusted in the Statement of P Ind-AS Rules / AS Rules, whichever is applicable.

For F

Place: Mumbai
Date: 9th November, 2023

बैंक ऑफ़ बड़ौदा
Bank of Baroda

BANK OF BARODA :
BABASAHEB JOSHI ROAD BRANCH DOMBIVLI (E)
BANK OF BARODA, VAISHAMPAYAN NIWAS CROSS P ROAD DOMBIVLI (E), MAHARASTRA-421201
Phone:0251-2447808
E mail.vjdome@bankofbaroda.com

## NOTICE TO BORROWER
### (UNDER SUB-SECTION (2) OF SECTION 13 OF THE SARFAESI ACT, 2002)

BOB/ADV/05./2023-2024

Date: 12.10.2023,
Place:Dombivli.

To
Mr. Ayub Khudbuddin Mulla,
S/o. Khudbuddin
R/o Flat No. 506, 5thFloor, Ashwari Building, L26 Taloja Phase-2, Taloja, NaviMumbai-410208.

Dear Sir,

**Re: Credit facilities with ourBabasaheb Joshi Road Branch, Dombivli (E).**

1. We refer to our letterNo. 1774365 dated 08/03/2023conveying of various credit facilities and the terms of sanction. Pursuant to the above sanction you have availed and started utilizing the credit facilities after providing security for the same, as hereinafter started. The present outstanding in various loan/credit facility accounts and the security interests created for such liability are as under:

| Nature and Type of facility | Date of Sanction | Limit (Rs.) | Rate of interest | O/s as on 10-10-2023+ unapplied interest and other charges if any till the date of realization | Securityagreement with brief description of securities |
|---|---|---|---|---|---|
| Home Loan | 08-03-2023 | Rs. 27,00,000/- | 9.55% | Rs.26,64,173/- (Rupees Twenty Six Lakhs Sixty Four Thousand One Hundred and Seventy Three) + unapplied interest and other charges if any till the date of realization | Residential Flat No.302 situated in third floor, A wing Area admeasuring 610 Sq. ft. buildup in the building known as "VRUNDAVAN RESIDENCY" Constructed on(1)sr. No. 92 plot No. 7Area 320sq. mtrs Asst 6 Rs. 40 paise and 2)survey No. 92 plot No.8 area 380 sq. mtrs 7 Rs. 60 paise situated at Village Dhamote Tal. Karjat Dist. Raigad. Flat Boundaries: East- Passage flat no.304&stair case, West- open to AIR, South –Open to AIR, North- Flat No. 303 Land boundaries: East- Plot No.6, West- Sr. No.7, South – 6 sq Mtrs Road, North- survey No. 3&4 |

2. In the letter of acknowledgement of debt dated 13/03/2023you have acknowledged your liability to the Bank to the tune of Rs...26,64,173/-(RupeesTwenty Six lakhs sixty four thousand one hundred seventy three only).The outstanding stated above include further drawings and interest upto 30-09-2023
3. As you are aware, you have committed defaults in payment of instalments of term loan/demand loans which have fallen due for payment on 08-10-2023and thereafter.
4. Consequent upon the defaults committed by you, your loan account has been classified as non-performing asset on 08-10-2023 andin accordance with the Reserve Bank of India directives and guidelines. In spite of our repeated requests and demands you have not repaid the overdue loans including interest thereon.
4(a) Consequent upon the defaults committed by you, your loan account has been classified as non-performing asset on 08.10.2023 and in accordance with the Reserve Bank of India directives and guidelines. In spite of our repeated requests and demands you have not repaid the overdue loans including interest thereon
5. Having regard to your inability to meet your liabilities in respect of the credit facilities duly secured by various securities mentioned in Para 1 above, and classification of your account as a non-performing asset, we hereby give you notice under sub-section (2) of section 13 of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, and call upon you to pay in full and discharge your liabilities to the Bank aggregating Rs.26,64,173/-(Rupees Twenty Six Lakhs Sixty Four Thousand One Hundred and Seventy Three only) + unapplied interest and other charges if any till the date of realizationas stated in Para 1 above, within 60 days from the date of this notice. We further give you notice that failing payment of the above amount with interest till the date of payment, we shall be free to exercise all or any of the rights under sub-section (4) of section 13 of the said Act, which please note.
6. Please note that, interest will continue to accrue at the rates specified in Para 1above for each credit facility until payment in full.
7. We invite your attention to sub-section 13 of section 13 of the said Act in terms of which you are barred from transferring any of the secured assets referred to in Para 1 above by way of sale, lease or otherwise (other than in the ordinary course of business),without obtaining our prior written consent. We may add that non-compliance with the above provision contained in section 13(13) of the said Act, is an offence punishable under section 29 of the Act.
8. We further invite your attention to sub section (8) of section 13 of the said Act in terms of which you may redeem the secured assets, if the amount of dues together with all costs, charges and expenses incurred by the Bank is tendered by you, at any time before the date of publication of notice for public auction/inviting quotations/tender/private treaty. Please note that after publication of the notice as above, your right to redeem the secured assets will not be available.
9. Please note that this demand notice is without prejudice to and shall not be construed as waiver of any other rights or remedies which we may have, including without limitation, the right to make further demands in respect of sums owing to us.

Yours faithfully,
Sd/-
AUTHORISED OFFICER
BANK OF BARODA

बैंक ऑफ़ बड़ौदा
Bank of Baroda

BABASAHEB J
BANK OF BARO
ROAD DOM
E mail:

## NOTICE TO BORROWER
### (UNDER SUB-SECTION (2) OF SECTION 13 OF TH

BOB/ADV/07./2023-2024

To
Mr. Ayub Khudbuddin Mulla,
S/o. Khudbuddin
R/o Flat No. 506, 5thFloor, Ashwari Building, L26 Taloja Phase-2, Tal

Dear Sir,

**Re: Credit facilities with ourBabasaheb Joshi Road Branch, Dombivl**

1. We refer to our letterNo. 1774462 dated 09/03/2023conveying of variou
Pursuant to the above sanction you have availed and started utilizing the
the same, as hereinafter started. The present outstanding in various loa
interests created for such liability are as under:

| Nature and Type of facility | Date of Sanction | Limit (Rs.) | Rate of interest | O/s as on 10-10-2023+ unapplied inter and other char if any till the d of realization |
|---|---|---|---|---|
| Home Loan | 09-03-2023 | Rs. 27,00,000/- | 9.55% | Rs.26,87,538 (Rupees Twen Six Lakhs Eigh Seven Thousa Five Hundred a Thirty Eight only unapplied inter and other charg if any till the dat realization |

2. In the letter of acknowledgement of debt dated 13/03/2023you have ack
tune of Rs26,87,538/-(Rupees Twenty Six Lakhs Eighty Seven Thous
outstanding stated above include further drawings and interest upto—
3. As you are aware, you have committed defaults in payment of instalmen
fallen due for payment on 08-10-2023 and thereafter.
4. Consequent upon the defaults committed by you, your loan account ha
on 08-10-2023 andin accordance with the Reserve Bank of India directiv
requests and demands you have not repaid the overdue loans including in
4(a) Consequent upon the defaults committed by you, your loan account h
on 08.10.2023 and in accordance with the Reserve Bank of India directiv
requests and demands you have notrepaid the overdue loans including in
5. Having regard to your inability to meet your liabilities in respect of the
securities mentioned in Para 1 above, and classification of your account a
you notice under sub-section (2) of section 13 of the Securitisation and
Enforcement of Security Interest Act, 2002, and call upon you to pay in full
aggregating Rs.26,87,538/-(Rupees Twenty Six Lakhs Eighty Seven Thous
Eight only) + unapplied interest and other charges if any till the date of reali
days from the date of this notice. We further give you notice that failing pay
the date of payment, we shall be free to exercise all or any of the rights und
Act, which please note.
6. Please note that, interest will continue to accrue at the rates specified i
payment in full.
7. We invite your attention to sub-section 13 of section 13 of the said Ac
transferring any of the secured assets referred to in Para 1 above by way of
ordinary course of business),without obtaining our prior written consent. W
above provision contained in section 13(13) of the said Act, is an offence pu
8. We further invite your attention to sub section (8) of section 13 of the said
secured assets, if the amount of dues together with all costs, charges and e
by you, at any time before the date of publication of notice for public auctio
Please note that after publication of the notice as above, your right to redee
9. Please note that this demand notice is without prejudice to and shall not b
or remedies which we may have, including without limitation, the right to m
owing to us.

Business Standard. Mumbai. 9/11/23

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भारतीय डाक

India Post

RN706790840IN IVR:6277706790840

RL DOMBIVALI S.O <421201>

Counter No:1,17/10/2023,10:57

To:AYUB K MULLA ,ASHWARI BUILDING

PIN:410208, Taloja A.V. S.O

From:BANK OF BAR,VAISAMPAYAN BLDG

Wt:86gms

Amt:45.00(Cash)

<Track on www.indiapost.gov.in>

9/11/23. मुंबई.

मुंबई लक्षदीप



परिशिष्ट-१६ (उप-विधी क्र.३५ अन्वये)

सूचना

श्री. वेंकटेश्वरन श्रीकृष्णन हे साई संस्कार को-ऑप.हौ.सो.लि., पत्ता: १९१/२९१६, साधन-तुरभे रोड, एचपी पेट्रोल पंपाच्या मागे, देवनार, मुंबई-४०००८८ या सोसायटीचे सदस्य आहेत आणि सोसायटीच्या इमारतीमधील फ्लॅट क्र.ए/१२०१ चे धारक आहेत, यांचे कोणतेही वारसदार न ठेवता ३१ जुलै, २०२३ रोजी निधन झाले. सोसायटीद्वारे सोसायटीच्या भांडवल/मिळकतीमधील, मयत सभासदाचे सोसायटीच्या भांडवल/मालमत्तेतील सदर शेअर्स/हित हस्तांतरण होण्यास वारस किंवा अन्य दावेदारी/आक्षेप घेणारे यांच्याकडून काही दावे किंवा आक्षेप असल्यास ते ह्या सूचनेच्या प्रसिद्धीपासून २१ (एकवीस) दिवसांत सोसायटीच्या भांडवल/मिळकतीमधील सभासदाच्या शेअर्स व हितसंबंधाच्या हस्तांतरणासाठी त्यांच्या/तिच्या/त्यांच्या दावा/आक्षेपांच्या पुष्ठ्यर्थ अशी कागदपत्रे आणि अन्य पुराव्याच्या प्रतींसह सोसायटीच्या उप-विधी अंतर्गत मागविण्यात येत आहेत. वर दिलेल्या मुदतीत जर काही दावे/आक्षेप प्राप्त झाले नाहीत, तर मयत सभासदाच्या सोसायटीच्या भांडवल/मिळकतीमधील शेअर्स व हितसंबंधाशी सोसायटी उपविधीतील तरतुदीमधील दिलेल्या मार्गाने व्यवहार करण्यास सोसायटी मोकळी असेल. जर सोसायटीच्या भांडवल/मिळकतीमधील मयत सभासदाच्या शेअर्स व हितसंबंधाच्या हस्तांतरणास काही दावे/आक्षेप सोसायटीने प्राप्त केले तर, सोसायटीच्या उपविधीतील तरतुदीनुसार त्यावर सोसायटी कार्यवाही करेल. सोसायटीच्या नोंदणीकृत उपविधीची प्रत दावेदार/आक्षेपकर्ताद्वारे निरीक्षणाकरिता सोसायटीचे। कार्यालयात/सोसायटी सचिवाकडे सदर सूचना प्रसिद्धीच्या तारखेपासून कालावधी समाप्तीच्या तारखेपर्यंत स.११.०० ते सायं.५.०० दरम्यान उपलब्ध आहेत.

च्या वतीने व करिता
साई संस्कार को-ऑप.हौ.सो. लिमिटेड
सही/-
गुरु प्रसाद दास
मा. सचिव

ठिकाण: मुंबई
दिनांक: ०८ नोव्हेंबर, २०२३

## PUBLIC NOTICE

IE HONOURABLE COURT OF SESSIONS AT MUMBAI
Criminal Revision Application No. 1293 of 2019

HIV AIDS RESEARCH & CARE CENTER,
egistered charitable public trust having address at 7A, uhu Sangita Apartment, Juhu, Mumbai-400049 through its ribes trustee namely Dr. Dharmendra Kumar. ...Applicant

nish Sahay
ult Indian inhabitant of Mumbai Residing at B,101, Benhur, andwala Complex, Near Swami Samarth Building, Andheri, ), Mumbai-400102

State of Maharashtra
gh the Learned Public Prosecutor Of this Honourable n Court Mumbai .....Respondents.

sh Sahay
ing at B,101, Benhur, Lokhandwala Complex, Near Swami th Building, Andheri, (West), Mumbai-400102 You, the ondent No. 2 in above referred matter, is directed to take notice that aforesaid criminal revision application has been y the applicant above named against you which will come ring on **02.12.2023** at 11 a.m. or soon thereafter before the rable additional session judge **Shri S.P. Naik** presiding in **Session Court Mumbai**. You are required to attend the matter on the date and time specified mentioned above otherwise, the Honourable Court may decide the as you have nothing to say in this matter.

order of Additional Session Judge,
l this 17.10.2023

For Registrar
Court Of Sessions For Greater Bombay

Sdl-
Rammani Upadhyay (Advocate for the Applicant)
Office No. 14, Ground Floor, Lake View Building, Station Road, Bandra (W), Mumbai- 400050.

बँक ऑफ़ बड़ौदा
Bank of Baroda

बँक ऑफ बडोदा
बाबासाहेब जोशी रोड शाखा डोंबिवली (पूर्व),
बँक ऑफ बडोदा, वैशाखाल निवास क्रॉस पी रोड, डोंबिवली (पूर्व), महाराष्ट्र-४२१२०१. दू.-०२५१-२४४४८०८
ई-मेल: vjdomb@bankofbaroda.com

## कर्जदारांना सूचना
## (सरफायसी कायदा २००२ चे कलम १३ चे उपकलम (२) अन्वये)

बीओबी/एडीबी/०५./२०२३-२०२४

दिनांक: ११.१०.२०२३
ठिकाण: डोंबिवली

प्रति,
श्री. आयुब खुबखुद्दीन मुल्ला,
खुबखुद्दीन यांचा मुलगा
राहणार - फ्लॅट क्र.५०६, ५वा मजला, [illegible] इमारत, [illegible] सेक्टर-२, तळोजा, नवी मुंबई - ४१०२०८.

महोदय,

संदर्भ: आमच्या बाबासाहेब जोशी रोड शाखा, डोंबिवली (पूर्व) कार्यालय कर्ज सुविधा

आमचे पत्र क्र. [illegible] दिनांक ०८.०३.२०२१ संदर्भात विविध कर्ज सुविधा मान्य आणि मंजुरीच्या निबंधनुसार देण्यात आले होते. वरील मंजुरीनुसार तुम्ही खालील असलेली प्रतिभूत तारण केल्याबद्दल कर्ज सुविधा उपलब्ध करून उपभोगत आहात. आता दायित्वाबद्दल प्रतिभूती हित आणि विविध कर्ज/पत सुविधा खालीलप्रमाणे थकबाकी खालीलप्रमाणे:

| सुविधेचे स्वरूप व प्रकार | मंजूर दिनांक | मर्यादा | व्याजाचा दर | १०.१०.२०२३ पर्यंत थकबाकी + वसुलीच्या तारखेपर्यंत लागू न केलेले व्याज आणि इतर शुल्क अधिभार | प्रतिभूतीचे संक्षिप्त वर्णनासह प्रतिभूती करारनामा |
|---|---|---|---|---|---|
| गृह कर्ज | ०८.०३.२०२१ | रु. २५,००,००० | ९.५५% | १,२६,६४,६७३/- (रुपये सव्वीस लाख चौसष्ट हजार एकशे त्र्याहत्तर फक्त) + लागू न केलेले व्याज आणि वसुलीच्या तारखेपर्यंत काही असल्यास इतर शुल्क | निवासी फ्लॅट क्र.५०६, [illegible] ए-विंग, क्षेत्रफळ सुमारे ६१० चौ.फु. बिल्ट अप क्षेत्र, 'वृंदावन रेसिडेन्सी' म्हणून ज्ञात इमारत, १) स.क्र.९२, प्लॉट क्र.७ क्षेत्र ३२० चौ. मीटर महसूलचा ६ रु. ४० पैसे आणि २) सर्वे क्र.९२ प्लॉट क्र.८ क्षेत्र ३८० चौरस मीटर ५ रु. ६० पैसे, गाव [illegible] ता. कर्जत जि. रायगड यथा जागेवरील. फ्लॅटची चतुःसीमा: पूर्व- फ्लॅट क्र. ५०४ व जिना, पश्चिम- आकाशाकडे खुले, दक्षिण-आकाशाकडे खुले, उत्तर - फ्लॅट क्र. ५०२. जमिनीची चतुःसीमा: पूर्व- भूखंड क्र.६, पश्चिम- स.क्र.७, दक्षिण - ६ मी.मी. रस्ता, उत्तर- सर्वे क्र.९ आणि ४ |

१. दिनांक १३.०३.२०२३ च्या कर्जाच्या परतफेडीसाठी तुम्ही तुमचे बँकेचे दायित्व रु.२६,६४,६७३/- (रुपये सव्वीस लाख चौसष्ट हजार एकशे त्र्याहत्तर फक्त) इतकेच मान्य केले आहे. वर नमूद केलेल्या थकबाकीमध्ये पुढील देयकांचे आणि व्याज यांचा समावेश आहे ---

२. तुम्हाला ज्ञात आहेच की, ०८.१०.२०२३ रोजी आणि त्यानंतरच्या मुदतीच्या कर्जाचे / मागणी कर्जाचे हप्ते भरण्यात तुम्ही कसूर केली आहे आणि राहील.

४. तुम्हाकडून वरील भरणा करण्यास कसूर केले असल्याने तुमचे कर्ज खाते ०८.१०.२०२३ रोजी आणि रिझर्व्ह बँक ऑफ इंडियाच्या निर्देशानुसार आणि मार्गदर्शक तत्त्वानुसार नॉन-परफॉर्मिंग ॲसेट म्हणून वर्गीकृत केले गेले आहे. आमच्या वारंवार विनंत्या व मागणी केल्यानंतरही तुम्ही वरील थकबाकी कर्ज रक्कम त्यावरील व्याज भरणा केलेली नाही.

४(अ) तुम्हाकडून वरील भरणा करण्यास कसूर केले असल्याने तुमचे कर्ज खाते ०८.१०.२०२३ रोजी आणि रिझर्व्ह बँक ऑफ इंडियाच्या निर्देशानुसार आणि मार्गदर्शक तत्त्वानुसार नॉन-परफॉर्मिंग ॲसेट म्हणून वर्गीकृत केले गेले आहे. आमच्या वारंवार विनंत्या व मागणी केल्यानंतरही तुम्ही वरील थकबाकी कर्ज रक्कम त्यावरील व्याज भरणा केलेली नाही.

५. वरील परिच्छेद १ मध्ये नमूद विविध प्रतिभूतीद्वारे प्रतिभूत केलेले कर्ज सुविधेबाबत तुमचे दायित्व तुम्ही पूर्ण करू न शकले बाबत आणि तुमचे खाते नॉन-परफॉर्मिंग ॲसेटमध्ये वर्गीकृत करण्यात आले याबाबत आम्ही तुम्हाला सिक्युरिटायझेशन ॲण्ड रिकन्स्ट्रक्शन ऑफ फिनान्शियल ॲसेट्स ॲण्ड एन्फोर्समेंट ऑफ सिक्युरिटी इंटरेस्ट ॲक्ट, २००२ च्या कलम १३ चे उपकलम (२) अन्वये सदर सूचनेच्या तारखेपासून ६० दिवसांत वरील परिच्छेद १ मध्ये नमूदप्रमाणे एकूण थकबाकी रक्कम रु.२६,६४,६७३/- (रुपये सव्वीस लाख चौसष्ट हजार एकशे त्र्याहत्तर फक्त) + लागू न केलेले व्याज व इतर खर्च बँकेकडे तुमचे संपूर्ण दायित्व जमा करण्याबाबत कळविण्यात आले होते. आम्ही पुढे सूचना देत आहोत की, रक्कम जमा करण्याच्या तारखेपर्यंत दर्शवलेले व्याज वरील रकमेवर द्यावे लागेल. आमच्याकडे सदर कायद्याच्या कलम १३ चे उपकलम (४) अन्वये सर्व किंवा काही अधिकारांचा वापर करण्याचे अधिकार आम्हाला आहेत.

६. कृपया नोंद असावी की, रक्कम पूर्णपणे जमा होईपर्यंत प्रत्येक कर्ज सुविधेकरिता वरील परिच्छेद १ मध्ये नमूद दराने व्याज आकारले जाईल.

बँक ऑफ बडोदा
बाबासाहेब जोशी रोड शाखा डोंबिवली (पूर्व),
बँक ऑफ बडोदा, वैशाखाल निवास क्रॉस पी रोड, डोंबिवली (पूर्व), महाराष्ट्र-४२१२०१. दू.-०२५१-२४४४८०८
ई-मेल: vjdomb@bankofbaroda.com

रांना सूचना
कलम १३ चे उपकलम (२) अन्वये)

दिनांक: ११.१०.२०२३
ठिकाण: डोंबिवली

तळोजा फेज-२, तळोजा, नवी मुंबई - ४१०२०८.

कार्यालय कर्ज सुविधा
कर्ज सुविधा मान्य आणि मंजुरीच्या निबंधनुसार देण्यात आले होते. वरील सुविधा उपलब्ध करून उपभोगत आहात. आता दायित्वाबद्दल प्रतिभूती हित खालीलप्रमाणे:

| १०.१०.२०२३ पर्यंत थकबाकी + वसुलीच्या तारखेपर्यंत लागू न केलेले व्याज आणि इतर शुल्क अधिभार | प्रतिभूतीचे संक्षिप्त वर्णनासह प्रतिभूती करारनामा |
|---|---|
| रु.२६,६४,६७३/- (रुपये सव्वीस लाख चौसष्ट... | निवासी फ्लॅट क्र.५०६, निवास्या [illegible] |

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बैंक ऑफ़ बड़ौदा
Bank of Baroda

Branch: Babasaheb Joshi Road
Dombivli East
Phone : 0251-2456336
E mail : vjdome@bankofbaroda.com

## POSSESSION NOTICE

**[Rule 8(1) of Security Interest (Enforcement) Rules, 2002]**

**WHERE AS**

The undersigned being the Authorized Officer of **Bank of Baroda Babasaheb Joshi Dombivali East** under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002 (Act 54 of 2002) and in exercise of powers conferred under section 13(12) read with rule 8, 9 of the Security Interest (Enforcement) Rules, 2002 issued a **Demand Notice Dated 12.10.2023** calling upon the borrowers/guarantors Mr. **Ayub Khudbuddin Mulla, Residental Flat No. 302, Situated in third floor, A wing Area admeasuring 610 aq. Ft. buildup in the known as VRUNDAVAN RESIDENCY, Village Dhamote Tal. Karjat, Dist Raigad.** and also owner of the property / surety to repay the amount mentioned in the Notice being **Rs 26,64,173 /- (Rupees Twenty Six lakhs Sixty Four Thousand One Hundred Seventy Three Only.)** as on **12.10.2023** with future interest thereon at contractual rate due from + incidental expenses, Bank Charges etc within 60 days from the date of the said notice.

As the borrower / guarantors / mortgagers have failed to repay the amount, notice is hereby given to the borrower / guarantors / mortgagers of the property and the public in general that the undersigned has taken **Possession** of the property mortgaged to the Bank, described herein below in exercise of powers conferred on him / her under Section 13(4) of the said Act read with rule 9 of the said rules on this 16 **day of January of the year 2024.**

The borrowers / guarantors / mortgagers in particular and the public in general are hereby cautioned not to deal with the property and any dealings with the property will be subject to the charge of Bank of Baroda, Babasaheb Joshi Road Branch for an amount of **Rs. 26,64,173/- (Rupees Rupees Twenty Six lakhs Sixty Four Thousand One Hundred Seventy Three Only)** as on **12.10.2023** with future interest thereon at contractual rate due from + Penal Interest, Incidental Expenses, Bank charges etc till realization.

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बैंक ऑफ़ बड़ौदा
Bank of Baroda

Branch: Babasaheb Joshi Road
Dombivli East
Phone : 0251-2456336
E mail : vjdome@bankofbaroda.com

| Description of the Immovable Property |
|---|
| Mr. **Ayub Khudbuddin Mulla, Residental Flat No. 302, Situated in third floor, A wing Area admeasuring 610 aq. Ft. buildup in the known as VRUNDAVAN RESIDENCY, Constructed on (1) Sr. no. 92 Plot No.7 Area 320 Sq. Mtrs Asst 6 Rs. 40 Paise & 2) Survey no. 92 Plot no. 8 area 380 sq. Mtrs 7 Rs. 60 paise Situated at Village Dhamote Tal. Karjat, Dist Raigad.** |

| **Flat Boundries:** | **Land Boundaries:** |
|---|---|
| **East –Passage Flat no.304 & Stair case** | **East – Plot No.6** |
| **West- Open to Air** | **West – Sr. No.7** |
| **South – Open to Air** | **South – 6 sq Mtrs Road** |
| **North – Flat no 303** | **North – Survey No. 3&4** |

कृते बैंक ऑफ बड़ौदा
For Bank of Baroda

Date: 16.01.2024

Place: Dhamote (Karjat)

मुख्य प्रबंधक/ Chief Manager
डोंबिवली (पू) Dombivali. (E)
**AUTHORIZED OFFICER**

**Bank Of Baroda, Babasaheb Joshi Road Branch**

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in the attack. The
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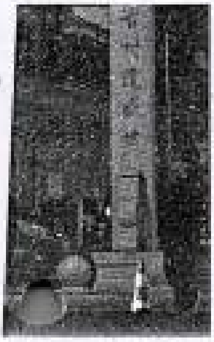

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The Borrower having failed to repay the amount, notice is hereby given to the Borrower/Guarantor and the public in general that the undersigned has taken **Physical Possession** of the property described herein below in exercise of powers conferred on him / her under Section 13(4) of the said Act read with Rule 8 of the said rules on this **19th day of January of the year 2024.**

The Borrower(s)/Guarantor(s) in particular and the public in general are hereby cautioned not to deal with the property and any dealings with the property will be subject to the charge of the State Bank of India for an amount of **Rs. 40,96,168.00 (Rupees Forty Lakh Ninety-Six Thousand One Hundred and Sixty-Eight Only) as on 15.09.2018** and further interest from costs, etc. thereon.

The borrower's attention is invited to provisions of Sub-section (8) of Section 13 of the Act, in respect of time available to redeem the secured assets.

**DESCRIPTION OF THE IMMOVABLE PROPERTY:**

**All that Residential premises viz. Flat No. 003 & 004, Ground Floor, A-Wing, Bldg No.3, Yogini Residency, Village Kopar, Off Chandansar Road, Virar (E), Taluka Vasai, District Palghar.**

Date : 21/01/2024 **(Authorised Officer)**
Place: Mumbai **State Bank of India**

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बैंक ऑफ बड़ौदा Bank of Baroda

E VIJAYA, DOMBIVLI (EAST) BRANCH:- Vaishampayan Bldg., Babasaheb Joshi Road, Off-Phadke Road, Dombivli (E) 421 201
Phone : 0251-2456336 | Phone : vjdome@bankofbaroda.com

## POSSESSION NOTICE

[Rule 8(1) of Security Interest (Enforcement) Rules, 2002]

WHEREAS

The undersigned being the Authorized Officer of **Bank of Baroda Babasahab Joshi Road Dombivali East** under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002 (Act 54 of 2002) and in exercise of powers conferred under section 13(12) read with rule 8, 9 of the Security Interest (Enforcement) Rules, 2002 issued a **Demand Notice Dated 12.10.2023** calling upon the borrowers/guarantors **Mr. Ayub Khudbuddin Mulla, Residential Flat No. 302, Situated in third floor, A wing Area admeasuring 610 sq. Ft. buildup in the known as VRUNDAVAN RESIDENCY, Village Dhamote Tal. Karjat, Dist Raigad.** and also owner of the property / surety to repay the amount mentioned in the Notice being **Rs. 26,64,173/- (Rupees Twenty Six lakhs Sixty Four Thousand One Hundred Seventy Three Only.)** as on **12.10.2023** with future interest thereon at contractual rate due from + incidental expenses, Bank Charges etc within 60 days from the date of the said notice.

As the borrower / guarantors / mortgagers have failed to repay the amount, notice is hereby given to the borrower / guarantors / mortgagers of the property and the public in general that the undersigned has taken **Possession** of the property mortgaged to the Bank, described herein below in exercise of powers conferred on him / her under Section 13(4) of the said Act read with rule 9 of the said rules on this **16 day of January of the year 2024.**

The borrowers / guarantors / mortgagers in particular and the public in general are hereby cautioned not to deal with the property and any dealings with the property will be subject to the charge of Bank of Baroda, Babasaheb Joshi Road Branch for an amount of **Rs. 26,64,173/- (Rupees Twenty Six lakhs Sixty Four Thousand One Hundred Seventy Three Only.)** as on 12.10.2023 with future interest thereon at contractual rate due from + Penal interest, Incidental Expenses, Bank charges etc till realization.

**DESCRIPTION OF THE IMMOVABLE PROPERTY**

Mr. Ayub Khudbuddin Mulla, Residential Flat No. 302, Situated in third floor, A wing Area admeasuring 610 sq. Ft. buildup in the known as VRUNDAVAN RESIDENCY, Constructed on (1) Sr. no. 92 Plot No. 7 Area 320 Sq. Mtrs Aasl 6 Rs. 40 Paise & 2) Survey no. 92 Plot no. 8 area 380 sq. Mtrs 7 Rs. 60 paise Situated at Village Dhamote Tal. Karjat, Dist Raigad.

**Flat Boundries: East** - Passage Flat no. 304 & Stair case, **West** - Open to Air, **South** - Open to Air, **North** - Flat no. 303 **Land Boundaries : East** - Plot No. 6, **West** - Sr. No. 7, **South** - 6 sq Mtrs Road, **North** - Survey No. 3 & 4

Date : 16.01.2024 Sd/- AUTHORIZED OFFICER
Place : Dhamote (Karjat) Bank Of Baroda, Babasahed Joshi Road Branch

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**Assets Care & Reconstruction Enterprise Ltd. ("ACRE")** by way of an Assignment Agreement dated **26.04.2021** and Loan Account which has been renumbered as Loan Account No. **5056XB** in books of **ACRE.**

The Borrowers having failed to repay the amount, notice is hereby given to the Borrowers and the public in general that the undersigned has taken **possession** of the property described herein below in exercise of powers conferred on him under Sub-Section (4) of Section 13 of the Act read with Rule 8 of the Security Interest (Enforcement) Rules, 2002 on **20.01.2024.**

The Borrowers in particular and the public in general is hereby cautioned not to deal with the property and any dealings with the property will be subject to the charge of **Assets Care & Reconstruction Enterprise Ltd.** for an amount of **Rs. 7,88,58,153/- (Rupees Seven Crores Eighty Eight Lakh Fifty Eight Thousand One Hundred Fifty Three Only)** as on **22.04.2019** and interest thereon.

The Borrower's attention is invited to provisions of Sub-Section (8) of Section 13 of the Act in respect of time available, to redeem the Secured Assets.

**DESCRIPTION OF THE IMMOVABLE PROPERTY(IES)**

**PROPERTY NO. 1**

SHOP / OFFICE PREMISES BEARING NO. 1 ADMEASURING ABOUT (BASEMENT 752 SQUARE FEET BUILT UP AREA, GROUND FLOOR 792 SQUARE FEET BUILT - UP AREA AND FIRST FLOOR 889 SQUARE FEET BUILT UP AREA) IN THE BUILDING KNOWN AS "ACME REGENCY", NEAR IRLA BRIDGE, S V ROAD, VILEPARLE WEST, MUMBAI – 400056, MAHARASHTRA.

**PROPERTY NO. 2**

SHOP / OFFICE PREMISES BEARING NO. 2 ADMEASURING ABOUT (BASEMENT 935.20 SQUARE FEET BUILT - UP AREA, GROUND FLOOR 903 SQUARE FEET BUILT UP AREA AND FIRST FLOOR 1043 SQUARE FEET BUILT UP AREA) IN THE BUILDING KNOWN AS "ACME REGENCY", NEAR IRLA BRIDGE, S V ROAD, VILEPARLE WEST, MUMBAI – 400056, MAHARASHTRA.

**PROPERTY NO. 3**

SHOP / OFFICE PREMISES BEARING NO. 3 ADMEASURING ABOUT (BASEMENT 1025 SQUARE FEET BUILT - UP AREA, GROUND FLOOR 919 SQUARE FEET BUILT UP AREA AND FIRST FLOOR 1109 SQUARE FEET BUILT UP AREA) IN THE BUILDING KNOWN AS "ACME REGENCY", NEAR IRLA BRIDGE, S V ROAD, VILEPARLE WEST, MUMBAI – 400056, MAHARASHTRA.

**PROPERTY NO. 4**

SHOP / OFFICE PREMISES BEARING NO. 4 ADMEASURING ABOUT (BASEMENT 1025 SQUARE FEET BUILT - UP AREA, GROUND FLOOR 909 SQUARE FEET BUILT UP AREA AND FIRST FLOOR 1081 SQUARE FEET BUILT UP AREA) IN THE BUILDING KNOWN AS "ACME REGENCY", NEAR IRLA BRIDGE, S V ROAD, VILEPARLE WEST, MUMBAI – 400056, MAHARASHTRA.

**PROPERTY NO.5**

SHOP / OFFICE PREMISES BEARING NO. 5 ADMEASURING ABOUT (BASEMENT 1025 SQUARE FEET BUILT - UP AREA, GROUND FLOOR 919 SQUARE FEET BUILT UP AREA AND FIRST FLOOR 919 SQUARE FEET BUILT UP AREA) IN THE BUILDING KNOWN AS "ACME REGENCY", NEAR IRLA BRIDGE, SV ROAD, VILEPARLE WEST, MUMBAI – 400056, MAHARASHTRA.

THE ABOVE MENTIONED SHOPS (SHOP 1 TO 5) ARE SITUATED ON ALL THAT PIECE AND PARCEL OF LAND, GROUND AND BUILDING STANDING THEREON AND BEARING SURVEY NO. 193A, HISSA NO.3 (PT), 4 (PT), 7 (PT) AND 11 (PT) AND BEARING HISSA NO. 193B (PT) AND BEARING CTS NO. 423 OF VILLAGE VILE PARLE WITHIN THE REGISTRATION DISTRICT AND SUB DISTRICT AND SUB DISTRICT OF BOMBAY CITY AND BOMBAY SUBURBAN CONTAINING BY ADMEASUREMENTS 2632 SQUARE YARDS EQUIVALENT TO 2201 SQUARE METERS. THERE ABOUT AND BEING LYING SITUATE OPPOSITE S. V. ROAD, VILE PARLE WEST, MUMBAI AND BOUNDED AS FOLLOWS :

| | | |
|---|---|---|
| ON THE NORTH SIDE | : | PROPERTY BEARING SURVEY NO. 193B HISSA NO. 1 (PT) 4 (PT) AND 6 (PT) |
| ON THE SOUTH SIDE | : | PROPERTY BEARING SURVEY NO. 193A HISSA NO. 10 |
| ON THE EAST SIDE | : | S. V. ROAD |
| ON THE WEST SIDE | : | PROPERTY BEARING SURVEY NO. 193A HISSA NO. 5 AND 10 |

**Authorized officer**
Date : 20.01.2024 **Assets Care & Reconstruction Enterprise Ltd.**
Place : MUMBAI **(102-TRUST)**

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## PUBLIC NOTICE

Notice is hereby given that the member of M/s. Siddheshwar SRA CHS Ltd CTS No 618 and its part 1 to 21 Mrs. Dominic S. Tete, Sanjana Sanjay Mohite was died on 28/03/2023 intestate, therefore his husband Mr. Sanjay Yeswant Mohite has applied for the transfer of flat no 512 on his name and in this transfer their son Mr. Ashish Sanjay Mohite has given his No objection. Therefore if anyone has objection/claim on this property kindly contact within 15 days from the date of publication. If no claims/objections are received during this period the society shall be free to transfer the said flat in his name.

**For and on behalf**
**Siddheshwar CHS Ltd.**
**Sd/-**
**Chairman / Secretary,**
Siddharth Nagar Bandra (E) Mumbai-051.

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# OFFICE OF THE EXECUTIVE ENGINEER
# PLANNING AND MONITORING DIVISION, MEDININAGAR

## E-PROCUREMENT NOTICE (2nd Call)

**TENDER REF.No:-WRD/PMD/MEDININAGAR/SBD-01/2023-24, DATE- 20.01.2024**

| | | |
|---|---|---|
| 1. | Name of work | Restoration & Lining work in Main Canal of Ghughri Weir Scheme and Repair of its various structures under Latehar District. |
| 2. | Estimated cost (Rs in lacs.) | 4208.89 |
| 3. | Time of completion | 18 Months. (Eighteen Months.) |
| 4. | Period of availability of Bidding document on website | 24.01.2024 at 10.00 AM to 13.02.2024 (Up to 5:00 PM) |
| 5. | Pre Bid conference | 29.01.2024 at 3:00 PM |
| 6. | Place of opening of Bids | C.E. WRD Medininagar |
| 7. | Period of online submission of Bids | 24.01.2024 at 10.00 AM to 13.02.2024 (Up to 5:00 PM) |
| 8. | Date and Time of opening of Technical Bids | 15.02.2024 at 11:00 AM |
| 9. | Date and Time of opening of Financial Bids. | To be announced later. |
| 10. | Officer Inviting Bids and his Phone No. and E-mail ID | Executive engineer, Planning ang Monitoring Division, Medininagar Mob. No.- 8789191801 Email ID- executiveengineer2021@gmail.com |
| 11. | Help line Number of e – Procurement cell. | C.E. WRD Medininagar 0651-2491232 06562-240841 |

Note- 1. Only e-Tender will be accepted.
2. Additional performance security amount shall be applicable as prescribed in CE(Monitoring), Ranchi Letter No. 430 Dated 19-11-2020 and Secretary of RCD Letter No. 2146 (S) Dated 09-09-2020.
3. Payment of Mobilization advance / equipment advance shall be applicable as per Joint Secretary, WRD Ranchi Letter No. 656 Dated 22-12-2020.
4. The bidder should be fully acquainted with site before the tender.
5. Authority reserves the right to reject any or all the tender(s) received or to allot the work to one or more contractor(s) without assigning any reason thereof.
6. Estimated Cost May vary. Online BOQ amount shall prevail.
7. Further details can be seen on website http://jharkhandtenders.gov.in

Executive Engineer
PR.NO.316613 District(23-24):D Planning and Monitoring Division, Medininagar