

534/7587

Friday, May 13, 2022
5:37 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39M

Regn.: 39M

पावती क्र.: 8158 दिनांक: 13/05/2022

गावाचे नाव: विरार

दस्तावेजाचा अनुक्रमांक: वसई-7587-2022

दस्तावेजाचा प्रकार: विकसनकरारनामा

मादर करणाऱ्याचे नाव: मे. श्री समर्थ रियल्टर्स तर्फे भागीदार मनोज ठक्कर --

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 800.00

पृष्ठांची संख्या: 40

एकूण:

रु. 30800.00

आपणाम मूळ दस्त, थंबनेल प्रिंट, मूची-२ अंदाजे
5:55 PM ह्या वेळेस मिळेल.

Joint S R V. 5

वाजार मूल्य: रु. 42605500/-

मोबइला रु. 74664000/-

मरलेले मुद्रांक शुल्क : रु. 3733200/-

सह दुय्यम नितधक वर्ग-२
वसई क्र. ५

1) देयकाचा प्रकार: DHC रकम: रु. 800/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1305202211397 दिनांक: 13/05/2022

वैकिके नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रकम: रु. 30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH001868641202223E दिनांक: 13/05/2022

वैकिके नाव व पत्ता:

अ. १

महाराष्ट्र मुद्रांक अधिनियमातील तरतुदी
अन्वये निर्णमित केलेले आहे परंतु उक्त
दस्त नोंदणीसाठी नोंदणी अधिकाऱ्या समोर
दाखल झाल्यास नोंदणी अधिनियम १९०८
च्या अधिनियमातील तरतुदी नुसार नोंदणी
अधिकारी दस्त नोंदणीची कार्यवाही करतील.

1

Received Adj. Fee Rs. 100/-
Vide Challan No. MHDP00855254 2022B
Date 31/04/2022

Collector of Stamps, Palghar

जावक क्रमांक - ४३४९/२०२२ दिनांक १३/०५/२०२२

OFFICE OF THE COLLECTOR OF STAMPS, PALGHAR

dj. Case No. 202/2022 (i) Date 26.10.2022

Received from Shri. Shree Samarth Realtors

Residing at. Vasai

Stamp Duty Rs. 37,33,200/- (Rupees Thirty Seven
Lac Thirty three Thousand two Hundred Only)

in Bank. Bank of Maharashtra

Vide E-challan No. MHDP00855254 2022B Date 12.10.2022

Certified under Section 32(1)(a)(b) of the Maharashtra Stamp
Act the fully Stamp Duty 37,33,200/- with which this
instrument is chargeable has been paid vide Article No. 5(9-a)

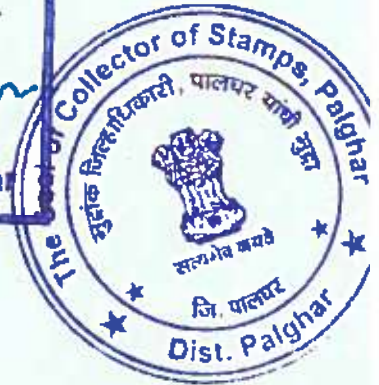
This Certificate is subject to the provision of section 53(A)
of Maharashtra Stamp Act.

Palace: Palghar

Date: 23/05/2022

Collector of Stamps, Palghar

CV-4, 26,05,000
CV-7, 46,64,000



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C-24

DEVELOPMENT AGREEMENT

ARTICLES OF DEVELOPMENT AGREEMENT is made and
entered into at VIRAR, on this 13th day of May, in the
Christian year Two Thousand Twenty two BETWEEN MR.
HARDIK DAYANAND PATIL, Age 35 years, Occ. Business,
having address at Swagat Bungalow, Vartak Ward. Near Hira
Vidyalaya School, Virar (West), Taluka Vasai, District : Palghar,
hereinafter called "THE OWNER" (which expression shall unless it
be repugnant to the context or meaning thereof be deemed to
include his heirs, executors, administrators and assigns) of the FIRST
PART :-



1001

Palghar

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AND

M/S. SHREE SAMARTH REALTORS, a partnership firm, having its office at Shop No. C/8, Mandar Avenue, Global City, Dongare, Virar (West), Taluka Vasai, District : Palghar, hereinafter called "THE DEVELOPER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include the partner or partners for the time being of the said firm, their survivor or survivors or the heirs, executors, administrators and assigns of the other partners) of the SECOND PART :-

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९० - २५

Whereas, the Non - agriculture landed Property which is

Survey No.	Hissa No.	Area. Sq. Mtrs.	Assesment Re-Paise
233	1/1	3220Sq. mtrs.	2383
233	1/2	870Sq. mtrs.	644

lying being and situate at Village VIRAR, Taluka Vasai, District : Palghar, within the area of Sub-Registrar at Vasai and and more particularly described in the First Schedule hereunder written (herein after referred to as "the said land").

The above mentioned ancestral property belongs to Party of the First Part, and the said property is in his possession and owed by him. On the said property, building No. 1, F.S.I. admeasuring about 5866.01 sq. mtrs built up area is proposed building, and the said F.S.I. is allotted by Party First Part to Party of the Second Part for Developing. Therefore agreement was made between both Parties as follows.

And whereas, to the said Landed Property, Urban Land Ceiling and Regulation Act, 1976 is not applicable.

And whereas, the Party of the First Part has decided to development the above mentioned landed property.

And whereas, due to some pre-occupied business the Party of the First Part is not able to develop the said landed Party, he has assigned this property for development to Party of the Second Part. The Party of the Second Part has accepted this offer and has agreed to develop the same.

And whereas, the Party of the Second Part is the builder by profession, and he has though knowledge of the said business. He is expert in the said profession. Thus Party of the Second Part accepted



(Signature)

(Signature)

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the said project and they are the Promoter of the said development project.

And whereas the Party of the First Part has given this information/intimation to Party of the Second Part, and thus Party of the Second Part has accepted the said property from Party of the First Part for development.

Thus both the parties are entered into an agreement, today on 13/05/22, and the terms & condition therein are as follows

1. Schedule of Property:- Village Virar, Dist. and Sub- Dist. Palghar, Taluka and Sub - Taluka Vasai, and within Limits of Vasai - Virar Municipal Corporation, as per the following description.

Survey No.	Hissa No.	Area Sq. Mtrs.	Assessment Rs. - Paise
233	1/1	3220Sq. mtrs.	2383
233	1/2	870 Sq. mtrs.	644



On the said property, Building No. 1, F.S.I. area about - 5866.01 Sq. mtrs. Built up is propose building, and herein after the said building property will be known as "Said Property" the said property is belongs to Party of the First Part and he possess the said property.

2. The Party of the Second Part is agreed to construct the said project as per the permission bought by Party of the First Part, from Vasai - Virar City Municipal Corporation, Vide No. VVCMC/TP/VP-6296/234/2021 - 22, Dated 21-/09/2021. The expenses has occurs for said permission is done by the party of the First Part. The detail of said

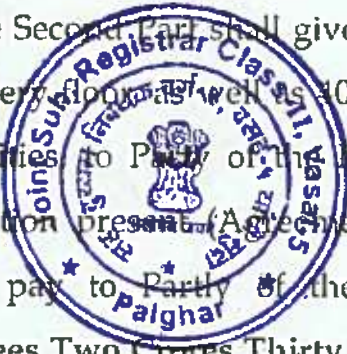
(Signature)

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expenses/charges is mentioned in VVCMC permission which attached herewith.

3. The Party of the Second Part is agreed and accepted, that he should construct the said property as per the permission bought by party of the First Part, from Vasai - Virar City Municipal Corporation, Vide No. VVCMC/TP/VP-6296/234/2021 - 22, Dated 21-/09/2021. It will not make any change therein.
4. Party of the Second Part has to Register "Rera" as per the Permission bought by Party of the First Part, Vide No. VVCMC/TP/VP-6296/234/2021 - 22, Dated 21-/09/2021. From Vasai - Virar Municipal Corporation, and any objection is raised therein, then Second Part has to rectify and has clear the same and he should take care not to suffer the Party of the First Part.
5. As per the agreement between both the parties the Party of the Second Part shall give 40% construction area (Flats) on every floor as well as 40% parking area along with all amenities to Party of the First Part. Also at the time of execution present (Agreement) Party of the Second Part shall pay to Party of the First Part Rs. 2,30,70,500/- (Rupees Two Crores Thirty Lakh Seventy Thousand Five Hundred Only) being the security deposit. The receipt thereof is attached with the said agreement.
6. Party of the First Part will gate 40% area being Corporation, from the Party of the Second Part. Out of total security deposit, the sum of Rs. 57,06,725/- (Rupees Fifty Seven Lakh Six Thousand Seven Hundred Twenty Five Only) is non refundable amount and refundable security deposit amount is Rs. 1,73,63,775/- (Rupees One Crores



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Seventy Three Lakh Sixty Three Thousand Seven Hundred Seventy Five Only).

7. The said property is given by Party of the First Part to Party of the Second Part, thus Party of the Second Part has accepted the same for development. As per this agreement, Party of the Second Part, is suppose to handover all the Flat Property to flat owners, within 36 Months, from execution of present deed, fully developed, all the building with all amenities, and after receipt of certificate of occupation, from town Planning department, with consent of Party of the First Part. To get occupancy certificate from Town Planning Department, needs occupation/ completion Certificate, which is given by Architect, in that case Party of the First Part will co-operate. If the construction of all the building is not completed within stipulated time, then Party of the First Part will extend the time period by six months, however after 48 months, if the work is not completed the allocation of the expenses incurred for ready work will be deducted, and it will be decided that the said agreement is cancelled.
8. The building construction as decided herein above, is to be completed by Party of the Second Part, within 36 months. However in ease of war, Draught, _____ corona Disease, or any of these the development work is delayed, then both the parties, with mutual consent, time period may extend.
9. The said property i.e. buildings No. 1, the plan copy of the said property (building) is attached with this agreement. The access way for said property is shown in yellow colour, in this plan.



(Signature)

(Signature)

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10. Party of the First Part will give power of Attorney, in the favour of Party of the Second Part for the purpose of construction in the said property, and any other work to be done related to above construction work.

11. In the said property, other than flat, area (F.S.I.) decided by Party of the First Part, those Constructions will be done by Party of Second Part, and the Party of the First Part will not any right therein.

12. The said Owner has stated, declared and confirmed that the Developer shall have exclusive, right, title, interest, claim and Ownership over the 60% construction area i.e. the Developer's Area Entitlement to be constructed by the Developer on the said Property and the Developer shall have exclusive right, and authority to sell, transfer and convey the same to any third party at the sole discretion of the Developer/s without consent of the said Owners. The said Owners state, declare and confirm that the Developer shall be entitled to receive all the money, deposits, token amounts, consideration amounts there from and to have profits or gain from the Developer's Area Entitlement.

13. It is agreed that the Developer will be entitled to sell/dispose of or allot and/or to enter into and execute agreements for sale of flats, shops, units and other premises/areas (except the Owner's Area Entitlement) in the building/s proposed to be constructed by them on the said Property on their own account and risks and on such terms and conditions and receive and appropriate the consideration amount thereof at their sole discretion. It is further agreed that possession of flats, units, galas,



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garages, other premises, etc. will be given to the proposed purchasers of the same at the risk of the Developer.

14. Being consideration amount, of the said project, Party of the Second Part will give to Party of the First Part, ready flats to Party of the First Part, with all amenities, like electric meter, house tax, water charges, and other facilities, the said flats are to be given to First Part or any other person, suggested by the First Part
15. Whichever flats, decided, are to be given to Party of the First Part, if the said flat properties are to be sold, then Second Part shall arrange accordingly as per suggested by First Part. The cost price (like stamp duty, Registration etc.) are to be borne by the Party of the First Part, or Purchaser/s.
16. Party of the First Part will have all rights to use, occupy or to dispose of the said flats properties, which they have received amount being consideration.
17. If the Party of the First Part is willing to purchase flat properties more than decided in the agreement, then the party of the First Part will pay cost of such additional area to the Party of the Second Part, at current market rate. In that regard, First Part will not have any grievances. The said concerned amount of cash is to be given by First Part to Second Part, till Completion of the work.
18. Once housing society is registered in the building constructed on the said property, then Party of the First Part himself or to whom he has sold these flat properties,



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they are suppose to join this co-operative housing society, and required expenses are to be borne by those members

19. In the said property till building is constructed then till possession is given, and finally the said property to be handover to co-operative society, responsibility to take care and maintenance of said building, these of Party of the Second Part. After completion of the construction work of the said buildings, to take care of those buildings, and for maintenance purpose, also to manage the society, after information of the society, the Party of the First Part shall handover all the related documents of said property to co-operative society, and also the Party of the Second Part has to join being confirming Party. Last documents i.e. society conveyance expenses and other expenses have to borne by the society.

20. After completion of the construction, and after all the flats are sold out on owner ship basis, the Party of the Second Part shall form a co-operative society of the flat owners. New Building will be known as "Vidya Avenue"

21. In the said property, C.S.T and other expenses for the constructed building has to borne by Party of the Second Part. He has to see that Party of the First should not suffer for that.

22. In the said property, consideration Shares of the First Part and sale proceeds there on, Party of the First Part shall pay all the income tax charges on his receipts.

23. Today Party of the First Part has allotted to Party of the Second Part, vacant and peaceful possession of the said property to Party of the Second Part for construction, and Party of the Second Part has received possession thereof.



05/1

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paver block around the building, watchmen cabin and colour of the building.

34. Party of the Second Part has to look into the maintenance of the building, any repairing work and /or any other miscellaneous Work till construction of the building to be completed and further till the allotment possession of the flat properties to flat owners.
35. After completion of construction and after sale/allotment of the flat/ commercial galas to the prospective buyers, it is duty of the Second Part to join all flat/gala owners in co-operative society. The Party of the First Part is supposed co-operative to Second Part. Further to said property to be transferred in the name of society, to prepared sale deed and all other related statement and required documents/deeds. At the time of convince, required stamp duty, registration fees, advocate charges etc. are to be borne by Party of the Second Part and co-operative society however in case of income tax certificate under section 230A, if necessary, the Party of the First Part shall bring the said certificate at his own expenses.
36. After completion of the said building, for receiving occupancy certificate from Planning authority, all the expenses shall be borne by Party of the Second Part.
37. All disputes and differences between the parties hereto arising out of this agreement or in relation to the interpretation or effect of any of the terms and conditions contained in the agreement or in relation to the rights and obligations of the parties hereto shall be referred to arbitration or two arbitrators, one to appointed by each party to the dispute and such arbitration shall be held in accordance with



(Signature)

(Signature)

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the provisions of Arbitration Act 1940 or any other statutory modifications or re-enactment thereof for the time being in force except that such Arbitrator and the umpire appointed by them shall have summary powers and the award given by the arbitrators or the umpires shall be final and binding on the parties hereto.

38. If any accident took place at the time construction or incurred loss, then responsibility goes to Second Part. Party of the First Part shall not be held responsible for the same.

39. In the said agreement, Party of the First Part if the owner of the said property and the Party of the Second Part is developer

40. The said agreement is binding upon legal heirs executors assignees etc. of the both the parties.



All that piece and parcel of land bearing Survey No.233, Hissa No. 1/1, admeasuring are 3220.00 sq. meters, assessed at Rs. 2383.00 Paise, Survey No. 233, Hissa No. 1/2, area 870 sq. meters, assessed at Rs. 644 sq. meters, lying, being and situated at Village Virar, Taluka Vasai, District Palghar, within the jurisdiction of Vasai Virar City Municipal Corporation (VVCMC) and within the limits of Sub Registrar Vasai, Tal. Vasai, Dist. Palghar

021

18/11/22

बसई क्र.-५
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२७-१५

THE SECOND SCHEDULE

FSI of building No. 1, sanctioned area admeasuring 5866.01 square meters built up out of Survey No.233, Hissa No. 1/1, admeasuring are 3220.00 sq. meters, assessed at Rs. 2383.00 Paise, Survey No. 233, Hissa No. 1/2, area 870 sq. meters, assessed at Rs. 644 sq. meters, lying, being and situated at Village Virar, Tal. Vasai, District Palghar, within the jurisdiction of Vasai Virar City Municipal Corporation (VVMC) and within the limits of Sub Registrar Vasai, Tal. Vasai, Dist. Palghar.



In witness whereof parties hereto have here unto set and subscribed their respective hands, the day and year first herein above written.

Witnesses:-

1)

Manoj



Hardik

The Party of the First Part
Mr. Hardik Dayanand Patil

2)

[Signature]



Manoj

The Party of the Second part
M/s. Shree Samarth Realtors
A Partnership Firm, through its partner
MR. MANOJ P. THAKKAR



वसई क्र.-५

दस्त क्र. ७५८८ / २०२२

22-24

RECEIVED the day and the year first)
 hereinabove written of and from the)
 within named DEVELOPERS the sum of)
 Rs. 2,30,70,500/- (Rupees Two Crore Thirty)
 Lakh Seventy Thousand Five Hundred Only)
 Being the security deposit amount to be)
 paid by them to me by following manner :)

Ch.No./ Transfer	Date	Amt.	Bank
063108	04/05/2022	10,70,500	IDBI BANK
063105	28/04/2022	10,00,000	_____
063102	21/04/2022	70,00,000	_____
063101	09/04/2022	50,00,000	_____
Transfer	05/04/2022	70,00,000	_____
Transfer	25/03/2022	5,00,000	Vasai Vikas Saha. Bank
Transfer	25/03/2022	5,00,000	Vasai Vikas Saha. Bank
Transfer	25/03/2022	5,00,000	Vasai Vikas Saha Bank
616284	22/2/2022	5,00,000	Axis Bank

WITNESSES :-

1

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2



SAY I HAVE RECEIVED

(MR. HARDIK DAYANAND PATIL)

OWNER

13/05/2022 5:39:55 PM

दस्तावेज क्रमांक: वसई-5/7587/2022

दस्तावेज प्रकार: विक्रयनकरनामा

अनु. क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव: मे. श्री ममथ रियल्टी नॉन्-भागीदार मनोज ठक्कर - - पत्ता: प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: सी/8, मंदार मच्छेनु, लोवल मिटी, डोंगर, विरार पु. ता. वसई, जि. पालघर, प्लॉट नं. -, रोड नं. -, महाराष्ट्र, ठाणे. पॅन नंबर: AERFS2106N	लिहून घेणार वय: -42 स्वाक्षरी:-		
2	नाव: हार्दिक दयानंद पाटील - - पत्ता: प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: स्वागत वंगमो, वर्तक बॉर्ड, हिंरा विद्यालय शाळे जवळ, विरार पु. ता. वसई, जि. पालघर, प्लॉट नं. -, रोड नं. -, महाराष्ट्र, ठाणे. पॅन नंबर: AWCPP3932E	लिहून घेणार वय: -35 स्वाक्षरी:-		

वरील दस्तावेज करून देणार नशाकरीत विक्रयनकरनामा चा दस्तऐवज करून दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ: 13 / 05 / 2022 05 : 36 : 27 PM

ओळख -

खालील इमम असे निवेदीन करताना की ते दस्तावेज करून देणा-यांना व्यक्तीस ओळखतात, व त्यांची ओळख पटवितात

अनु. क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव: दिपक मोनार - - वय: 36 पत्ता: 206, दुसरा मजला, गोकुळ प्लाझा, गावड वाडी, विरार पु. ता. वसई, जि. पालघर पिन कोड: 401305		
2	नाव: निखिल नाईक - - वय: 35 पत्ता: 206, दुसरा मजला, गोकुळ प्लाझा, गावड वाडी, विरार पु. ता. वसई, जि. पालघर पिन कोड: 401305		

शिक्का क्र.4 ची वेळ: 13 / 05 / 2022 05 : 37 : 27 PM

Joint S R Vasai-5 सह दुय्यम निवेदक वर्ग-2

वसई क्र. 4

Payment Details.

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1		Certificate	202/2022	IGR592	3733200	SD		
2		DHC		1305202211397	800	RF	1305202211397D	13/05/2022
3		eChallan		MH001868641202223E	30000	RF	0000999443202223	13/05/2022

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

7587 /2022

Know Your Rights as Registrants

1. Verify Scanned Document for correctness through thumbnail (4 pages on a side) printout after scanning.
2. Get print immediately after registration.

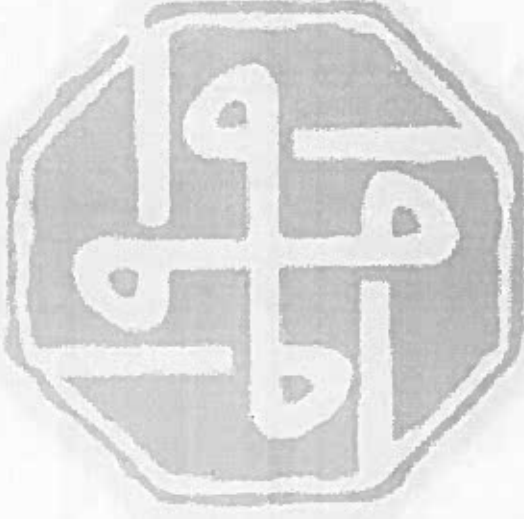
For feedback, please write to us at feedback.isarita@gmail.com



प्रमाणित करण्यात येते की, या दस्तावेज एकूण पृष्ठे
अमून, त्यास पुस्तक क्रमांक १ चे ५५५/क्रमांकावर नोंदला

दि १३ / ५ / २०२२

सह दुय्यम निवेदक वर्ग २
वसई क्र. ५



18/05/2022

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.वसई 5

दस्त क्रमांक : 7587/2022

नोंदणी :

Regn:63m

गावाचे नाव : विरार

(1)विलेखाचा प्रकार	विकसनकरारनामा
(2)मोबदला	74664000
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	42605500
(4) भू-मापन,पोटहिस्सा व घरक्रमांक (अमल्यास)	1) पालिकेचे नाव:वसई विरार महानगरपालिका इतर वर्णन : इतर माहिती: गाव मौजे विरार,सव्हे नं 233,हिस्सा नं 1/1,क्षेत्र 3220.00 चौ मी,आकारणी 2383.00 रु पैसे,सव्हे नं 233,हिस्सा नं 1/2,क्षेत्र 870.00 चौ मी,आकारणी644.00 चौ मी या मिळकतीवरील बिलिंग नं 1,एफएसआय एरिया 5866.01 चौ मी या मिळकतीचा विकसनकरार (अभिनिर्णय प्र.क्र.202/2022, दि.26/04/2022, जा.क्र.4349/2022, दि.13/05/2022, अन्वये मु.शु. 3733200/- वसुल) ((Survey Number : सव्हे नं 233,हिस्सा नं 1/1,1/2 ;))
(5) क्षेत्रफळ	1) 5866.01 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-हार्दिक दयानंद पाटील - - वय:-35; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: स्वागत बंगलो,वर्तक बॉर्ड,हिरा विद्यालया शाळे जवळ,विरार प,ता वसई,जि पालघर, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे. पिन कोड:-401303 पॅन नं:-AWCPP3932E
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-मे. श्री समर्थ रियल्टर्स तर्फे भागीदार मनोज ठक्कर - - वय:-42; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: सी/8,मंदार एव्हेल्यु,ग्लोबल सिटी,डोंगरे,विरार प,ता वसई,जि पालघर, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे. पिन कोड:-401303 पॅन नं:-AERFS2106N
(9) दस्तऐवज करून दिल्याचा दिनांक	13/05/2022
(10)दस्त नोंदणी केल्याचा दिनांक	13/05/2022
(11)अनुक्रमांक,खंड व पृष्ठ	7587/2022
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	3733200
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

मुल्यांकनाची आवश्यकता नाही कारण अभिनिर्णीत दस्त कारणाचा तपशील अभिनिर्णीत दस्त

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.