

Office PBB Branch  
Maman Sir  
9160388615  
By hand

Receipt (pavti)

71/5633  
Friday, March 10, 2023  
8:00 AM

पावती

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

पावती क्र.: 6197 दिनांक: 10/03/2023

गावाचे नाव: गंधारे  
दस्तऐवजाचा अनुक्रमांक: कलन2-5633-2023  
दस्तऐवजाचा प्रकार: करारनामा  
सादर करणाऱ्याचे नाव: साईराज हरेकृष्ण वेत्ती

नोंदणी फी ₹. 30000.00  
दस्त हाताळणी फी ₹. 2000.00  
पृष्ठांची संख्या: 100

एकूण: ₹. 32000.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे  
8:16 AM ह्या वेळेस मिळेल.

Joint Sub Registrar Kalyan  
(सह) जी. बी. सातदिवे

सह. दुय्यम निबंधक वर्ग २,  
कल्याण क्र. २

वाजार मूल्य: ₹.5929000/-  
मोबदला ₹.7334000/-  
भरलेले मुद्रांक शुल्क : ₹. 513400/-

1) देयकाचा प्रकार: DHC रकम: ₹.2000/-  
डीडी/घनादेश/पे ऑर्डर क्रमांक: 0903202317357 दिनांक: 10/03/2023  
बँकेचे नाव व पत्ता:  
2) देयकाचा प्रकार: eChallan रकम: ₹.30000/-  
डीडी/घनादेश/पे ऑर्डर क्रमांक: MH016533215202223E दिनांक: 10/03/2023  
बँकेचे नाव व पत्ता:

मुळप्रत मिळाली

4  
1





GRN	MH016533215202223E	BARCODE	Date	09/03/2023-19:11:42	Form ID	25.2
Department			Inspector General Of Registration			
Type of Payment			Stamp Duty Registration Fee			
Office Name			KLN2_KALYAN 2 JOINT SUB REGISTRAR			
Location			THANE			
Year			2022-2023 One Time			
Account Head Details			Amount In Rs.			
0030046401 Stamp Duty			513400.00			
0030063301 Registration Fee			30000.00			
Total			5,43,400.00			
Payment Details			PUNJAB NATIONAL BANK			
Cheque/DD No.						
Name of Bank			PUNJAB NATIONAL BANK			
Name of Branch						
Remarks (If Any)			SecondPartyName=SAIRAJ HAREKRISHNA TELI-			
Amount In			Five Lakh Forty Three Thousand Four Hundred Rupees			
Words			Only			
Bank CIN			03006172023030901581			
Bank Date			09/03/2023-19:12:55			
Ref. No.			426495296			
RBI Date			Not Verified with RBI			
Bank-Branch			PUNJAB NATIONAL BANK			
Scroll No. , Date			Not Verified with Scroll			

Department ID :

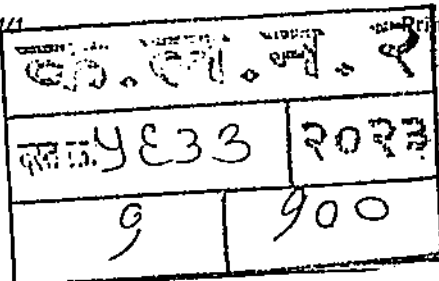
Mobile No. : 9930987674

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलन केवल दृश्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तऐवजासाठी लागू आहे. नोंदणी न करावयाच्या दस्तऐवजासाठी सदर चलन लागू नाही.

## Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Defacement Amount
1	(IS)-71-5633	0008237025202223	10/03/2023-08:00:27	30000.00
2	(IS)-71-5633	0008237025202223	10/03/2023-08:00:27	513400.00
Total Defacement Amount				5,43,400.00





मूल्यांकनाचे वर्ष	2022
जिल्हा	ठाणे
मूल्य विभाग	तालुका : कल्याण
उप मूल्य विभाग	20/67-विभाग 8क : गांधारे गांवातील उर्वरित मिळकती
क्षेत्राचे नांव	Kalyan/Dombival Municipal Corporation सर्व्हे नंबर /न. भू. क्रमांक : सर्व्हे नंबर#36

वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.

खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	मोजमापनाचे एकक
24000	75800	87100	95000	87100	चौ. मीटर

वांधीव क्षेत्राची माहिती					
वांधकाम क्षेत्र(Built Up)-	70.697चौ. मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-	वांधीव
वांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय -	0 TO 2वर्षे	वांधकामाचा दर-	Rs.26620/-
उद्दवाहन सुविधा -	आहे	मजला -	11th to 20th Floor	कार्पेट क्षेत्र-	64.27चौ. मीटर

Sale Type - First Sale

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

मजला निहाय घट/वाढ

= 107.5 / 100 Apply to Rate= Rs.81485/-

घसा.यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर

$$= ((\text{वार्षिक मूल्यदर} - \text{खुल्या जमिनीचा दर}) * \text{घसा.यानुसार टक्केदारी}) + \text{खुल्या जमिनीचा दर}$$

$$= ((81485 - 24000) * (100 / 100)) + 24000$$

$$= \text{Rs.81485/-}$$

A) मुख्य मिळकतीचे मूल्य

= वरील प्रमाणे मूल्य दर \* मिळकतीचे क्षेत्र

= 81485 \* 70.697

= Rs.5760745.045/-

J) स्वयंचलित वाहनतळाचे क्षेत्र

13.75चौ. मीटर

स्वयंचलित वाहनतळाचे मूल्य

= 13.75 \* (81485 \* 15/100)

= Rs.168062.8125/-

Applicable Rules

= 3, 9, 18, 19, 15

एकत्रित अंतिम मूल्य

= मुख्य मिळकतीचे मूल्य + तळघराचे मूल्य + रेडिगाईन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य (खुली बाळकनी) + वरील गच्चीचे मूल्य + वंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + वंदिस्त बाळकनी + स्वयंचलित वाहनतळ

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

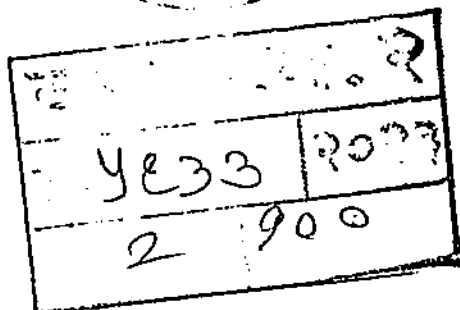
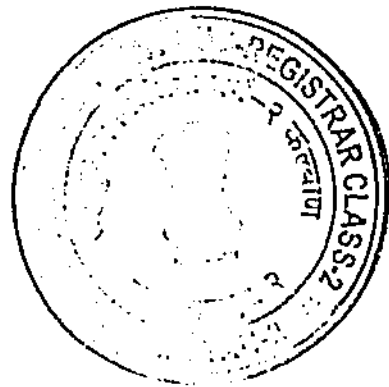
= 5760745.045 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 168062.8125

= Rs.5928808/-

= ₹ एकोणसाठ लाख अठ्ठावीस हजार आठ शो आठ/-

Home

Print





Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 0903202317357	Date 09/03/2023
Received from LAXMI CONSTRUCTION CO, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered(ISARITA) in the Sub Registrar office Joint S.R.Kalyan 2 of the District Thane.	
Payment Details	
Bank Name SBIN	Date 09/03/2023
Bank CIN 10004152023030915472	REF No. 306813282948
This is computer generated receipt, hence no signature is required.	



Joint S.R. Kalyan 2	
4E33	2023
3	900







CHALLAN  
MTR Form Number-6



GRN	MH016533215202223E	BARCODE	[Barcode]				Date	09/03/2023-19:11:42	Form ID	25.2
Department	Inspector General Of Registration			Payar Details						
Stamp Duty	Registration Fee			TAX ID / TAN (If Any)						
Type of Payment				PAN No.(If Applicable)	AAGFL0077N					
Office Name	KLN2_KALYAN 2 JOINT SUB REGISTRAR			Full Name	LAXMI CONSTRUCTION CO					
Locallion	THANE			Flat/Block No.	SUVIAM PEARL FLAT NO 1204					
Year	2022-2023 One Time			Premises/Buliding						
Account Head Details		Amount In Rs.		Road/Street	GANDHARE					
0030046401	Stamp Duty	513400.00		Area/Locality	TALUKA KALYAN					
0030063301	Registration Fee	30000.00		Town/City/District						
				PIN	4	2	1	3	0	1
				Remarks (If Any)	SecondPartyName=SAIRAJ HAREKRISHNA TELI-					
Total		5,43,400.00		Amount In	Five Lakh Forty Three Thousand Four Hundred Rupees					
				Words	Only					
Payment Details			PUNJAB NATIONAL BANK			FOR USE IN RECEIVING BANK				
Cheque-DD Details			Bank CIN	Ref. No.	03006172023030901581	426495296				
Cheque/DD No.			Bank Date	RBI Date	09/03/2023-19:12:55	Not Verified with RBI				
Name of Bank			Bank-Branch		PUNJAB NATIONAL BANK					
Name of Branch			Scroll No. , Date		Not Verified with Scroll					

Department ID :

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

Mobile No. : 9930987674

सदर चालान कोयळ दुय्यम निबंधक कार्यालयात नोंदणी करतायल्याच्या दस्तांसाठी लागू आहे. नोंदणी न करतायल्याच्या दस्तांसाठी सदर चालान लागू नाही.

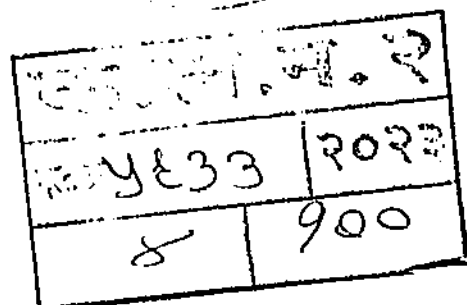
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Page 1/1

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Print Date 09-03-2023 07:13:30





13

14

15

Ward: C

Maha Rera Carpet Area: 53.41 Sq. Mts.

Market Value: Rs. 59,29,000 /-

Actual Value: Rs. 73,34,000/-

## AGREEMENT FOR SALE

IS MADE AT KALYAN ON THIS 10<sup>th</sup> DAY OF  
MARCH 2023, BY AND BETWEEN

M/s. LAXMI CONSTRUCTION CO, a Partnership Firm having PAN No. AAGFLO077N through its Partners 1) Mr. VIHANG JAYESH GALA age 33 years and 2) Mr. SUNEKH NEMICHAND JAIN age 36 years, having its registered office at Above Shop No. 8, Maha Ratnaraj Jewellers, Mohammad Ali Chowk, Station Road, Kalyan (West), Taluka Kalyan, District Thane and hereinafter referred to as "THE DEVELOPERS" (which expression shall, unless contrary to the context or meaning thereof, mean and include Sole Proprietor of the said going concern and his heirs, executors and assigns) of the ONE PART;

AND

MR. SAIRAJ HAREKRISHNA TELI, aged 30 years having PAN-AOQPT9089J Adult Indian inhabitant, and ANJU OMPRAKASH DAHILE aged 26 years having PAN-COJPD6410E residing at F-202, Neelkanth Valley, Lal Chowky, Agra Road, Kalyan West, Dist - Thane, Maharashtra, Pin code - 421301, hereinafter referred to as "THE PURCHASER(S)" (which expression shall unless repugnant to the context or meaning thereof be deemed to include in the case of an individual/s is/her/their

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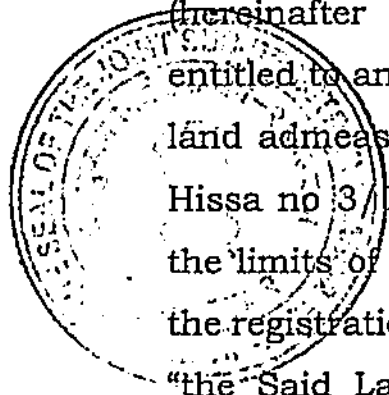
  
  
THE DEVELOPERS

  
  
PURCHASER(S)

respective heirs, executors, administrators and permitted assigns and in the case of a partnership firm the partners or partner for the time being constituting of the said the firm and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and their/his/her permitted assigns and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the co-parceners and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in the case of a body corporate, its successors in title and permitted assigns) of the **SECOND PART:**

**WHEREAS:**

A. PARIJAT CO-OPERATIVE HOUSING SOCIETY LIMITED, a Co-operative Housing Society registered under the Maharashtra Co-operative Societies Act, 1960 under Registration No. TNA/KLN/HSG/(TC)/10719/1998-99 (hereinafter referred to as "the said Society") became entitled to and the sole owner of all those piece or parcel of land admeasuring 1290 Sq. Mtrs. bearing Survey No. 36, Hissa no 3/1 of Village Gandhare, Taluka Kalyan, within the limits of Municipal Corporation of Kalyan Dombivli in the registration District of Thane, (hereinafter referred to as "the Said Land" and more particularly described under Schedule I appended to this Agreement for Sale) in the following manner:-  
 i. Originally Shri. Raghunath Dharma Jadhav and Others



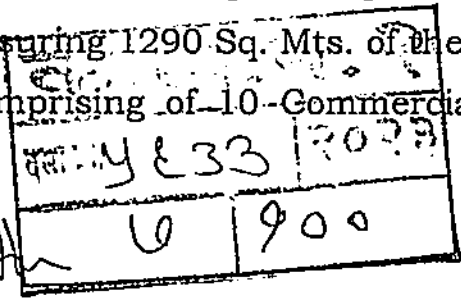
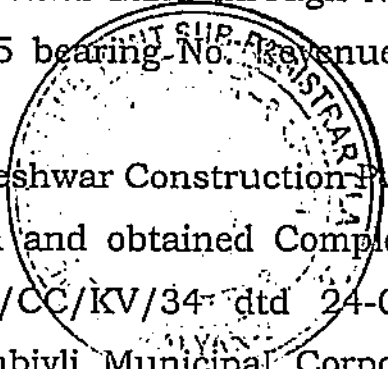
Schedule I	
4E33	104
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*[Signature]*  
 \_\_\_\_\_  
 THE DEVELOPERS

*[Signature]*  
 \_\_\_\_\_  
 PURCHASER(S)

jointly were seized and possessed of or otherwise well and sufficiently entitled to Said Land.

- ii. Vide Sale Deed dated 17.01.1989 made between Shri. Raghunath Dharma Jadhav and Others as Vendors and 1. Shri Dinesh Balwantrai Thakkar 2. Shri Sunil Natwarlal Shukla as Purchasers have purchased the Said Land from the Vendors. Accordingly the names of 1. Shri Dinesh Balwantrai Thakkar 2. Shri Sunil Natwarlal Shukla weremutated on 7/12 extract of the said Land.
- iii. Vide Sale Deed dated 12.09.1994 made between Shri Dinesh Balwantrai Thakkar 2. Shri Sunil Natwarlal Shukla as Vendor and M/s. Shankeshwar Construction Pvt Ltd. through its Director Mr. Dinesh Mehta as Vendor 1, as Developers have acquired the rights for development in the Said Land from the Vendors.
- iv. M/s. Shankeshwar Construction Pvt Ltd. commenced construction onthe said Land in accordance with the sanctioned plans as per the permission given by the original owners to M/s. Shankeshwar Construction Pvt Ltd. commenced construction on the said Plot in accordance with the sanctioned plans.
- v. The Said Land was converted from Agricultural Land to Non- Agricultural Land through NA Order dated 28<sup>th</sup> March, 1995 bearing No. Revenue/Desk/T7/NAP/Sr-13/95.
- vi. M/s. Shankeshwar Construction Pvt Ltd. completed the construction and obtained Completion Certificate no. KDMC/NRV/CC/KV/34 dtd 24-04-1998 issued by Kalyan Dombivli Municipal Corporation on the said land admeasuring 1290 Sq. Mts. of the building named "Parijat" comprising of 10-Commercial Shop and 26



*[Signature]*  
 THE DEVELOPERS

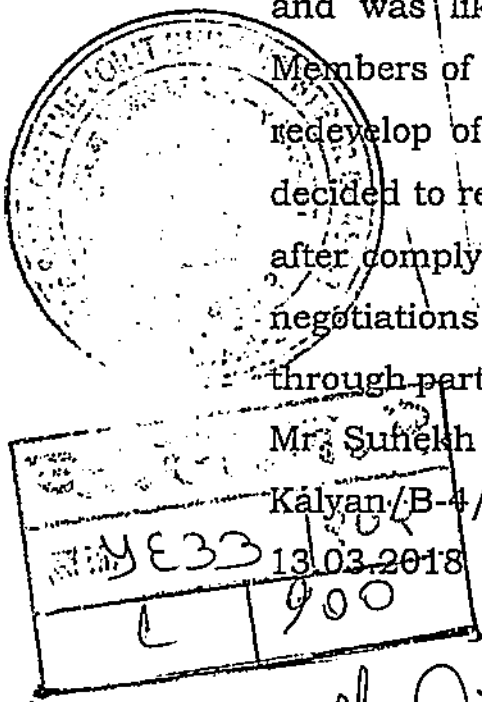
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 PURCHASER(S)

Residential Flats on Ground + 4 (four) Upper Floors (hereinafter referred to as "the said Old Building") consisting in total 36 Units.

vii. M/s. Shankeshwar Construction Pvt Ltd. sold the Flats in the Said Old Buildings on ownership basis to various purchasers who formed the said Society i.e. Parijat Co-operative Housing Society Limited vide Society Registration Certificate dated 19.02.1999 bearing Registration no. TNA / KLN / HSG / (TC) / 10719/1998-99 (hereinafter referred to as ("The said Society")).

B. By executing a Deed of Conveyance on dated 26<sup>th</sup> April, 2011 and registered before Sub-registrar of Assurances at Kalyan - 2 bearing serial no. KLN2-5705-2011 dtd. 01-08-2011 between M/s. Shankeshwar Construction Pvt Ltd (therein referred to as the Owner/ Vendors) of First Part and Shri Dinesh Balwantraai Thakkar 2. Shri Sunil Natwarlal Shukla (therein referred to as Owners) of the Second Part and Parijat Co-operative Housing Society Limited (therein referred to as Society) of the Third Part, the Said Land was conveyed in favour of the said Society.

C. The said Old Building was in a dilapidated condition and was likely to collapse and cause harm to the Members of the Society, hence the Members decided to redevelop of the Said Property. The Society Members decided to redevelop the Said Property and said Society after complying with various procedures, meetings and negotiations pointed M/s. Laxmi Construction Co. through partners Mr. Jayesh Gala, Mr. Vihang Gala and Mr. Suneekh Jain herein as Developers vide letter UN/ Kalyan/B-4/Parijat Housing/Punarvikas/3891 dtd 13.03.2018 issued by Sub-Registrar of Cooperative



  
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 THE DEVELOPERS

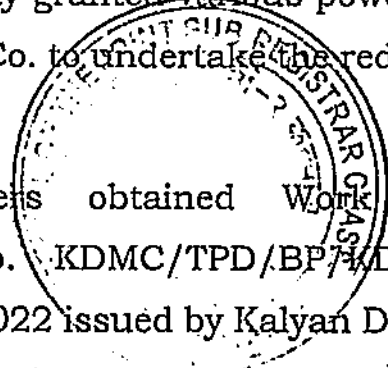
  
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 PURCHASER(S)

Societies-Kalyan Taluka, to redevelop on the Said Land.

D. By Redevelopment Agreement dated 05<sup>th</sup> day of October, 2019 duly registered with the Sub-Registrar of Assurances at Kalyan bearing Regn.no. KLN2-13448 of 2019, executed between M/s. Laxmi Construction Co (herein and therein referred to as the Developers) of the First Part, the Parijat Co-Operative Housing Society Limited (therein referred to as the 'Society') of the Second Part, Smt. Jayashree Anil Mule and 41 others (therein collectively referred to as the Existing Members) of Third part, the said Society, with the consent and confirmation of its Members, granted to the Developers the development rights for Redevelopment of the said Property upon the terms and conditions contained therein.

E. By Power of Attorney dated 5<sup>th</sup> day of October, 2019 duly registered with the Sub-Registrar of Assurances at Kalyan bearing Regn.no. KLN2-13451 of 2019, executed between M/s. Laxmi Construction Co (herein and therein referred to as the Developers) of the First Part and Parijat Co-Operative Housing Society Limited (therein referred to as the 'Society') of the Second Part, the said Society granted various powers to M/s. Laxmi Construction Co. to undertake the redevelopment of the Said Land.

F. The Developers obtained Work Commencement Certificate No. KDMC/TPD/BP/WD/2021-22/31/53 dated 26-04-2022 issued by Kalyan Dombivli Municipal Corporation for the proposed New Building. The Copy of Commencement Certificate is annexed hereto and marked Annexure 'A'.



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*[Signature]*  
THE DEVELOPERS

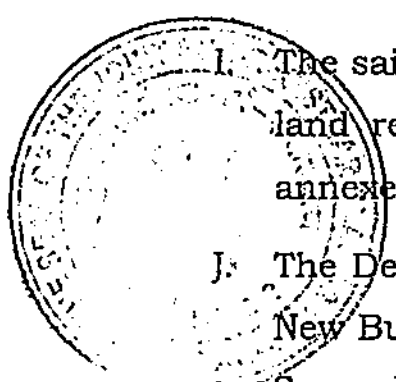
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PURCHASER(S)

G. The Developers have appointed M/s. Emerge Architects & Associates (hereinafter referred to as "The Architect") registered with the Council of Architects, and whereas the Developers have appointed M/s. Fakhri A Hasamwala & Associates as RCC Consultant for the preparation of the structural design and drawings of the New Building and the Developers accept the professional supervision of the Architect and the RCC Consultant till the completion of the New building;

H. The Developers has the right to sell the Shops / Offices / Flats / Units in the new building to be constructed by the Developers on the said Land and, to enter into this Agreement for Sale with the Purchaser/s of the Shops / Offices / Flats / Units as hereinafter recorded and to receive the sale consideration in respect thereof. The title and the right of the Developers to redevelop the said Property and to sell the Shops / Offices / Flats / Units in the New Building to be constructed by the Developers on the said Plot is certified by their lawyer Shri. Chetan D. Agrawal of M/s. S.C. Legals as per their Title Certificate dated 11<sup>th</sup> August, 2021., the copy of the Title certificate dated 11<sup>th</sup> August, 2021 is annexed hereto and collectively marked Annexure: 'B';

I. The said Land stands in the name of the Society in the land records. The 7/12 Extract of the said Land is annexed hereto and marked as Annexure: 'C';

J. The Developers have drafted construction plans of the New Building by utilizing presently available FSI (Floor Space Index) originating out of the said Plot and the Adjacent Land Road TDR, Premium FSI, Ancillary FSI, TDR etc. as may be available and applicable under the



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90	900

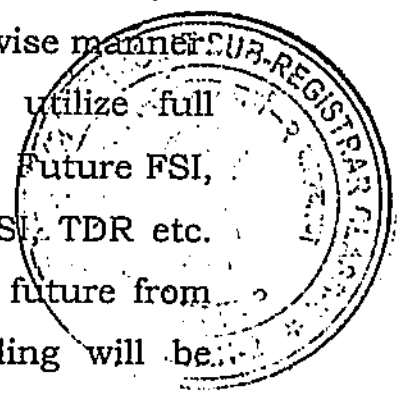
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 \_\_\_\_\_  
 THE DEVELOPERS

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 \_\_\_\_\_  
 PURCHASER(S)



Unified Development Control and Promotion Regulations 2020 (hereinafter referred to as "UDCPR") and/or together with any other amendments/rules/regulations/laws applicable to the said Land. The Approved Plan No. KDMC/TPD/BP/KD/2021-22/31/53 dated 26-04-2022 has been granted by the Kalyan Dombivli Municipal Corporation for the commencing construction on the said Land. The copy of the Approved Plan is annexed hereto as "Annexure D". The Developers hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any which may have been imposed by the Kalyan Dombivli Municipal Corporation or any concerned local authority at the time of sanctioning of the said plans or thereafter and shall before handing over Possession of the Shops / Offices / Flats / Units etc. to the Purchasers, obtain from Kalyan Dombivli Municipal Corporation or any concerned local authority Occupation/Completion Certificate in respect of the New building.

K. The Developers have proposed to construct the new GROUND + 21 Floors multistoried building on the said Land and get the plans sanctioned from Kalyan Dombivli Municipal Corporation in phase wise manner. Developers have reserved all rights to utilize full potential of the Land by using present FSI, Future FSI, Additional FSI, Premium FSI, Ancillary FSI, TDR etc. which is available or may be available in future from time to time. Each phase of the building will be registered as under the provisions of the Real Estate (regulation and development) Act 2016 (RERA). After obtaining sanction to the revised plans, The Developers



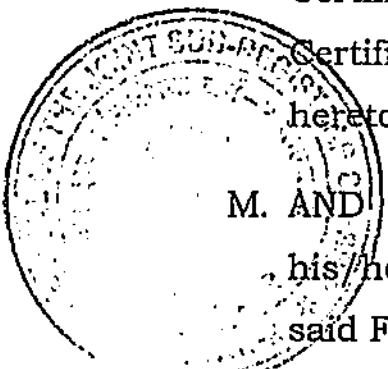
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 \_\_\_\_\_  
 THE DEVELOPERS

*[Signature]*  
 \_\_\_\_\_  
 PURCHASER(S)

shall register / update on Maha-RERA for respective phases.

L. As per Commencement Certificate dtd. 26-04-2022, the Developers is permitted to commence and complete construction of building, comprising of Ground + 17 Floors (Part). Further The Developers hereby shall further get plans sanctioned as per "Clause K" from time to time as they deem fit and the Purchaser(s) are aware and confirm the same. The Developers have commenced the construction of said Residential cum Commercial Building to be known as "SUVIAM PEARL" (hereinafter referred to as "The New Building") and have registered the New Building with the Real Estate Regulatory Authority ("Authority"), under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("RERA") read with the provisions of the 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 ("RERA Rules"). The Authority has duly issued the Certificate of Registration bearing No. P51700030925 (hereinafter referred to as "The RERA Certificate") for the Project and a copy of the RERA Certificate is annexed and marked as Annexure "E" hereto.



M. AND WHEREAS Purchaser/s herein shown his/her/their willingness to purchase the mentioned said Flat / Shop / Unit in said building to be known as "SUVIAM PEARL"; AND WHEREAS the allottee/s / purchaser/s has/have seen the site of said building/s and the work of construction of the said buildings being

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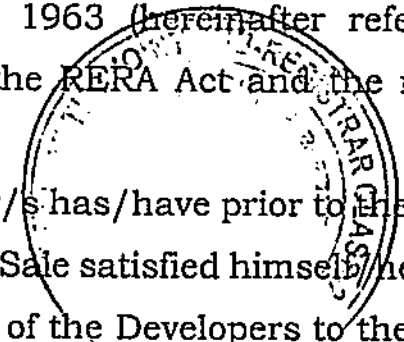
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THE DEVELOPERS

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PURCHASER(S)

in progress and is satisfied with the quality of the work and has approved the same; The Purchasers have, prior to the date hereof, examined a copy of the RERA Certificate and has caused the same to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Purchaser/s has agreed and consented to the development of the New Building. The Purchaser has also examined all documents and information uploaded by the Developers on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.

N. The Purchaser/s have perused the approved building plans and the floor plan, designs and specifications prepared by the Developer's Architect, the nature and quality of construction and fittings, fixtures, facilities and amenities provided/to be provided thereto. The Purchaser/s have demanded from the Developers and the Developers have given inspection to the Purchaser/s of all the documents of title relating to the said Land and such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "The MOFA") and the RERA Act and the rules made there under.

The Purchaser/s has/have prior to the execution of this Agreement for Sale satisfied himself/herself/themselves about the title of the Developers to the said Plot and the said Adjacent Land and no requisition or objection shall be raised upon the Developers in any matter relating thereto. AND WHEREAS it is further specifically



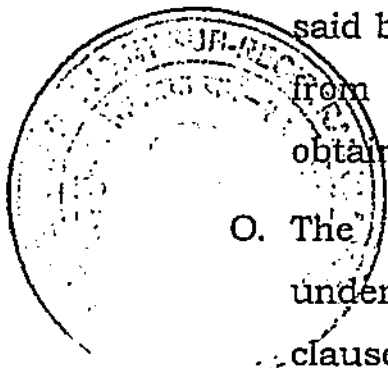
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brought to the notice of Purchaser/s that DEVELOPERS herein are going to use and utilize maximum F.S.I. of and/or on the said property, balance F.S.I. of said property, as per present and time to time revised / amended D.C. Rules and Regulations, T.D.R. (Transferable Development Rights) if permitted, Staircase F.S.I., Ancillary F.S.I., Premium F.S.I. and/or any other F.S.I. which may be obtained by payment of premium or otherwise as may be permitted on the said property as per present and time to time revised / amended D.C. Rules and Regulations and as permitted by Competent Planning Authorities and accordingly necessary revised permission from time to time will be obtained in due course and in that case floors of buildings may be raised and/or construction in stilt may be carried out and the allottee/s / Purchaser/s herein has/have granted them his/her/their unequivocal consent for the same and no separate NOC is required for the same and the allottee/s / Purchaser/s will extend full-co-operation for the same; AND WHEREAS the DEVELOPERS 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 Full Occupancy Certificate of the said Building.

O. The Purchaser(s) has/have carefully read and understood the contents and meanings of each of the clauses of this Agreement for Sale, along with all the aforesaid and hereunder relevant information furnished by the Developers and the Purchaser(s) has/have also taken independent legal advice and made advance



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payments to the Developers only with their sole intent & purposes and only thereafter he/she/they has/have agreed to enter into this Agreement for Sale;

- P. The Developers have agreed to sell to the Purchaser/s and the Purchaser/s have agreed to purchase and acquire from the Developers, **The Flat bearing No.1204** admeasuring 53.41 Sq. Mts RERA Carpet Area on Twelveth Floor in the building to be known as "**SUVIAM PEARL**" (hereinafter referred to as "the said Flat") being developed on the said Property at for the price consideration of Rs.73,34,000/- (Rupees Seventy Three Lakhs and Thirty Four Thousand Only) and upon the terms and conditions mentioned in this Agreement for Sale.
- (i) Prior to the execution of these presents, the Purchaser/s have paid to the Developers a sum of Rs.20,00,000/- (Rupees Twenty Lakhs only), being part payment of the Price Consideration of the said Flat with GST agreed to be sold by the Developers to the Purchaser/s as advance payment (the payment and receipt whereof the Developers hereby admits and acknowledges); The Purchasers had requested rebate to gain Benefits on payments payable to the Developers by making such early payments and the Developers have passed on Lumpsum Benefit for which the respective instalment has been prepaid on mutually agreed terms. The provision for allowing rebate and rate of such rebate shall not be subject to any revision/withdrawal once granted to the Purchaser(s).

- Q. Under Section 4 of the MOFA and Section 13 of the RERA the Developers are required to execute a Written Agreement for sale of the said Shop/Office/Flat/Unit to

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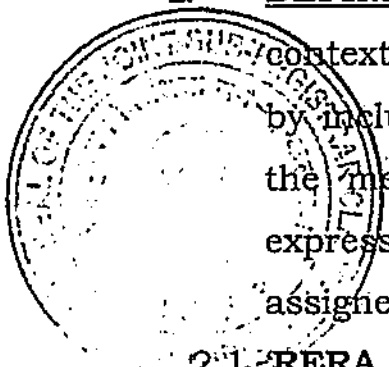
the Purchaser/s being in fact these presents and also to register the said Agreement for Sale under the Registration Act, 1908.

R. In accordance with and subject to the terms and conditions set out in this Agreement for Sale, the Developers hereby agrees to sell and the Purchaser/s hereby agrees to purchase and acquire, the Shop/ office/ Flat/ Unit and the right to use the Limited Common Areas.

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

1. **SCOPE AND OPERATION OF THE RECITALS:** The above Recitals shall Form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement for Sale are only for convenience, and are not intended in derogation of RERA.

2. **DEFINITIONS:** In this Agreement for Sale, unless the context otherwise requires capitalized terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following expressions shall have the following meanings assigned to them herein below:



2.1. **'RERA Carpet Area'** shall have the meaning ascribed to it in Section 2(k) of the RERA Act.

2.2. **'Common Areas'** shall mean and include amenities and facilities more particularly set out in Annexure "A" hereunder written;

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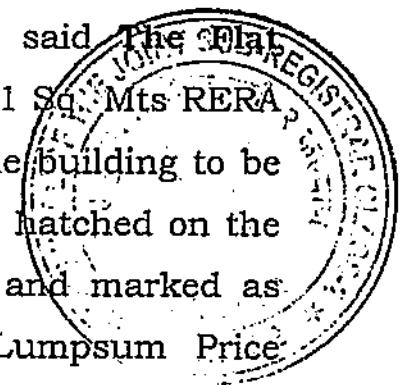
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- 2.3. 'External & Internal Amenities' shall mean and include internal fittings and fixtures and External amenities in the said Shop/Office/ Flat/ Unit that shall be provided by the Developer are listed in the Annexure "F" annexed hereto.
- 2.4. 'Interest' shall have the meaning ascribed to it in the RERA read with the RERA Rules (Presently, the same is the State Bank of India highest Marginal Cost of Lending Rate plus two percent; however, in case the State Bank of India Marginal Cost of Lending Rate is not in use it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public);
- 2.5. 'Completion Certificate' shall mean Part/Full Certificate as issued by the Kalyan Dombivli Municipal Corporation under the Maharashtra Regional Town Planning Act, 1966;
- 2.6. 'Possession Date' shall mean or such other extended date as specified in the RERA Website.

3. **SALE:**

- 3.1. The Developers hereby agree to sell to the Purchaser/s and the Purchaser/s hereby agree/s to purchase from the Developers the said ~~The Flat~~ bearing No.1204 admeasuring 53.41 Sq. Mts RERA Carpet Area on Twelveth Floor in the building to be known as "**SUVIAM PEARL**", shown hatched on the Floor Plan thereof annexed hereto and marked as Annexure 'G' at and for a Lumpsum Price Consideration of Rs.73,34,000/- (Rupees Seventy Three Lakhs Thirty Four Thousand Only) (hereinafter referred to as the "Price Consideration") which amount is inclusive of TDS if Any ("Tax-Deducted at



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THE DEVELOPERS

  
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Source”).

3.2. As incidental to the Said Flat, Balcony area and Architectural Projection area admeasuring 10.86 Sq. Mtrs appurtenant to the said Flat is delineated on the Typical Floor Plan thereof annexed hereto and marked as Annexure 'G';

3.3. Reserved for the Purchaser/s **ONE (01)** number of Car Parking Spaces in the form of mechanized stack/tower/puzzle parking of the said New Building subject to the terms and conditions further specified in Clause 4 herein below (“**Car Parking Space**”).

The said Shop/ Office/ Flat/ Unit, Balcony/verandah/Pocket Terrace/Foyer Space if any and the Car Parking Space if any are more particularly described in the **SECOND SCHEDULE** hereunder written and are collectively referred to as the “Said Premises”.

3.4. The Purchaser/s has/have paid advance sum amount of Rs.20,00,000/- (Rupees Twenty Lakhs only), before the execution of this Agreement for Sale as per Clause P (i) and hereby agree to pay to that Developers the Balance amount of Total Consideration as per the stage of Construction work of the Building and the “Payment Plan” mentioned

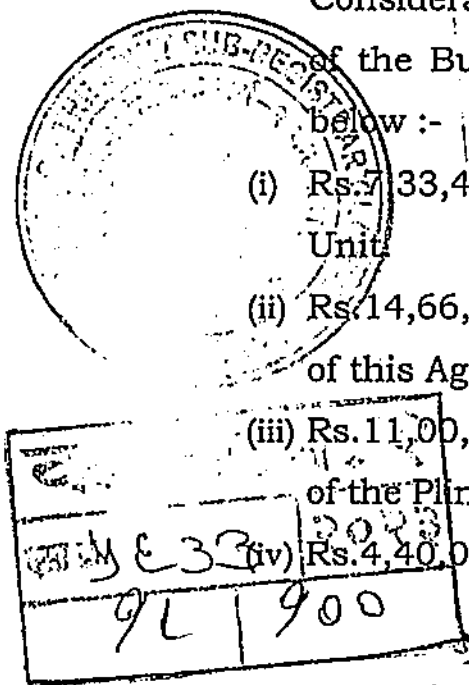
below :-

(i) Rs. 7,33,400/- (10%) + applicable GST on Booking of Unit

(ii) Rs. 14,66,800/- (20%) + applicable GST on Execution of this Agreement.

(iii) Rs. 11,00,100/- (15%) + applicable GST on completion of the Plinth.

(iv) Rs. 4,40,040/- (6%) + applicable GST on completion



  
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of the 1<sup>st</sup> Slab.

- (v) Rs.2,20,020/-(3%) + applicable GST on completion of the 3<sup>rd</sup> Slab.
- (vi) Rs. 2,20,020/-(3%) + applicable GST on completion of the 5<sup>th</sup> Slab.
- (vii)Rs. 2,20,020/-(3%) + applicable GST on completion of the 7<sup>th</sup> Slab.
- (viii)Rs.2,20,020/-(3%) + applicable GST on completion of the 9<sup>th</sup> Slab.
- (ix) Rs. 2,20,020/-(3%) + applicable GST on completion of the 11<sup>th</sup> Slab.
- (x) Rs. 2,20,020/-(3%) + applicable GST on completion of the 13<sup>th</sup> Slab.
- (xi) Rs. 2,20,020/-(3%) + applicable GST on completion of the 15<sup>th</sup> Slab.
- (xii)Rs. 2,20,020/-(3%) + applicable GST on completion of the 17<sup>th</sup> Slab.
- (xiii) Rs.11,00,100/-(15%) + applicable GST to be paid on completion of the walls, internal plaster of the said Flat.
- (xiv) Rs.1,83,350/- (2.5%) + applicable GST to be paid on completion of the Sanitary fittings, staircases, lift wells,lobbies up to the floor level of the said Shop/ Office/ Flat/ Unit.
- (xv)Rs. 1,83,350/- (2.5%) + applicable GST to be paid on completion of the external plumbing and external plaster of the building or wing in which the said Shop/ Office/ Flat/ Unit is located.
- (xvi) Rs. 1,83,350/- (2.5%) + applicable GST to be paid on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, blind protection

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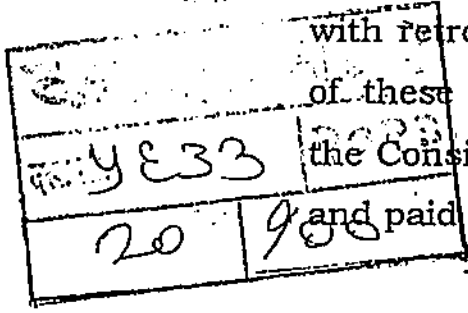
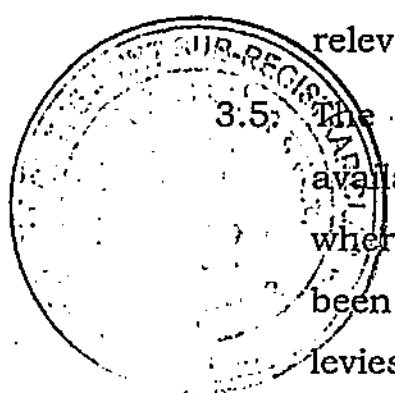
paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building in which the said Shop/ Office/ Flat/ Unit is located.

(xvii) Balance of Rs. 1,83,350/- (2.5%) + applicable GST at the time of handing over of the possession of the Shop/ Office/ Flat/ Unit to the Purchaser/s on or after receipt of occupancy certificate or completion certificate and charges specified in Clause 10.2 Within 15 (Fifteen) days of receipt of the said Possession Notice of the said Shop/ Office/ Flat/ Unit by the Purchaser/s from the Developers.

(xviii) The DEVELOPERS may, in its sole discretion, may allow a rebate for early payments payable by the Purchaser(s) by discounting such early payments for the period for which the respective instalment has been prepaid on mutually agreed terms. The provision for allowing rebate and rate of such rebate shall not be subject to any revision/withdrawal once granted to the Purchaser(s).

(xix) If the Purchasers are willing to avail Home Loan from any Bank then The Developers shall provide the relevant documents required for loan process.

3.5: The Developers have passed on the benefit of all available Input Tax Credit as per the CGST Act 2017 wherever applicable and the Total Consideration has been calculated accordingly. Any Indirect Taxes, cess, levies (by whatever name called) applicable or levied with retrospective effect, now or in future in respect of these presents and/or the said Premises and/or the Consideration payable hereunder, shall be borne and paid by the Purchaser/s solely. The Purchaser/s

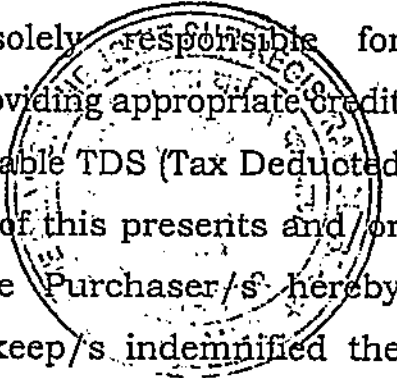


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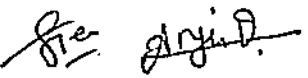
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agree/s and declare/s that the Purchaser/s shall not claim any further Input Tax Credit for payment of GST. The Purchaser/s hereby indemnifies/indemnify and keep/s indemnified the Developers from all claims, costs, charges and expenses incurred by the Developers in respect of the GST or any Indirect Taxes, cess, levies (by whatever name called) applicable or levied with retrospective effect, now or in future in respect of these presents and/or the said Premises and/or the Total Consideration payable hereunder. The Purchaser/s is/are solely responsible for deduction, remittance and providing appropriate credit to the Developers, of the applicable TDS (Tax Deducted at Source), if any, in respect of this presents and/or the Total Consideration. The Purchaser/s hereby indemnifies/indemnify and keep/s indemnified the Developers against all claims, costs, charges and expenses that may be made against or occasioned to or suffered by the Developers for non-deduction and/or non-remittance of the applicable TDS (if any), by the Purchaser/s in respect of this presents and/or the Total Consideration.

3.6. The Purchaser/s is/are solely responsible for deduction, remittance and providing appropriate credit to the Developers, of the applicable TDS (Tax Deducted at Source), if any, in respect of this presents and/or the Total Consideration. The Purchaser/s hereby indemnifies/indemnify and keep/s indemnified the Developers against all claims, costs, charges and expenses that may be made against or occasioned to or suffered by the Developers for non-deduction

	
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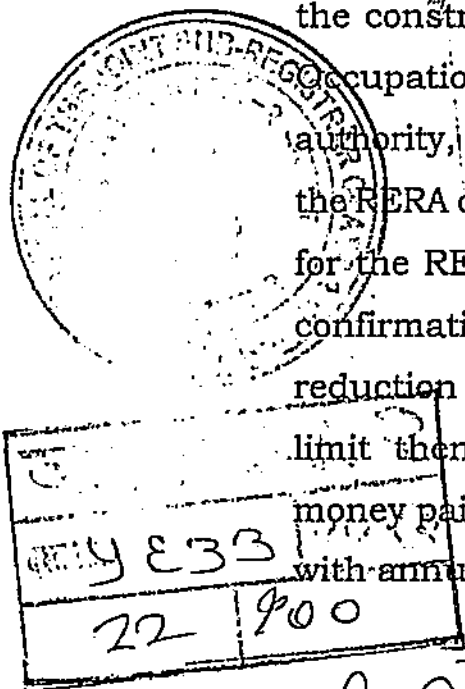
  
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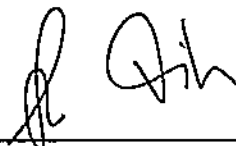
  
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and/or non-remittance of the applicable TDS (if any), by the Purchaser/s in respect of this presents and/or the Total Consideration.

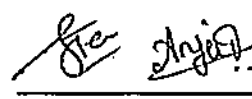
3.7. The Total Consideration is escalation-free, save and except escalations/increases due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time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

3.8. The Developers shall confirm the final RERA carpet area that has been allotted to the Purchaser/s after the construction of the Building is complete and the Occupation Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the RERA carpet area. The Total Consideration payable for the RERA carpet area shall be recalculated upon confirmation by the Developers. If there is any reduction in the RERA carpet area within the defined limit then the Developers shall refund the excess money paid by Purchaser/s within 45 (forty-five) days with annual interest at the rate specified in the Rules,





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from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the RERA carpet area allotted to Purchaser/s, the Developers shall demand additional amount towards the said Total Consideration from the Purchaser/s 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 3.1 of this Agreement for Sale. The Developers shall execute in favor of the Purchaser/s any such appropriate agreement to record the aforesaid increase/decrease in the RERA carpet area of the said Flat. All stamp duty and the registration charges whereof shall be borne and paid by the Developers.

- 3.9. The Purchaser/s authorizes the Developers to adjust/appropriate all payments made by him/her/it/them under any head(s) of dues against lawful outstanding, if any, in his/her/its/their name as the Developers may in its sole discretion deem fit and the Purchaser/s undertakes not to object/demand/direct the Developers to adjust his/her/its/their payments in any manner. Time shall be the essence of the contract as to aforesaid payments to be made by the Purchaser/s to the Developers. If the allottee/s / purchaser/s fails to make the payment within a period of 15 days mentioned in the demand letters/emails, then and in such an event, the allottee/s / purchaser/s agrees to pay to the DEVELOPERS interest on all the amounts outstanding under the terms of this Agreement at the rate of the State Bank of India Highest-Marginal-Cost of Lending Rate plus 2 % per annum and for

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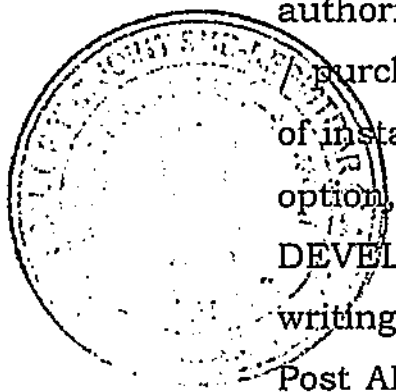
  
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continued default beyond 30 days penal interest at the rate of 6% Per Annum over and above the State Bank of India PLR plus 2 %.

Provided that, payment of interest shall not save the termination of this agreement, as provided hereunder, by the DEVELOPERS on account of any default/ breach committed by the allottee/s / purchaser/s in payment of any outstanding amount and/or on account of any default/breach committed by the allottee/s / purchaser/s of any of the terms and conditions herein contained. It is specifically agreed that the amount received by DEVELOPERS will be first appropriated towards interest receivable by the DEVELOPERS.

Without prejudice to the right of DEVELOPERS to charge interest in terms of sub clause 4.1 above, on the allottee/s / purchaser/s committing default in payment on due date of any amount due and payable by the allottee/s / purchaser/s to the DEVELOPERS under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee/s / purchaser/s committing three defaults of payment of instalments, the DEVELOPERS shall at their own option, may terminate this Agreement: Provided that, DEVELOPERS shall give notice of fifteen days in writing to the allottee/s / purchaser/s, by Registered Post AD at the address provided by the allottee/s / purchaser/s and mail at the e-mail address provided by the allottee/s / purchaser/s, of their intention to terminate this Agreement and of the specific breach



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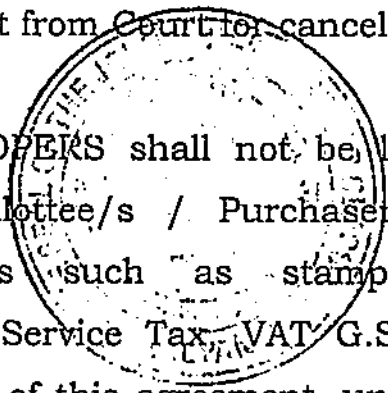
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or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the allottee/s / purchaser/s fails to rectify the breach or breaches mentioned by the DEVELOPERS within the period of notice then at the end of such notice period, DEVELOPERS shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the DEVELOPERS shall refund to the allottee/s / purchaser/s, after deducting 20.00 % of amount of sale consideration of said premises, paid by purchaser/s to DEVELOPERS herein as liquidated damages, within a period of 6 months of the termination, subject to execution and registration of Deed of cancellation by allottee/s / purchaser/s of present agreement for sale.

If allottee/s / purchaser/s failed to execute Deed of cancellation then in such case termination shall be through notice and in such case liquidated damages shall be 50.00 % of amount of sale consideration paid by allottee/s / purchaser/s to DEVELOPERS and in case of termination by notice, there shall not be any need to execute the Deed of Cancellation and/or to obtain order/judgment from Court for cancellation of this agreement.

Further, the DEVELOPERS shall not be liable to reimburse to the allottee/s / Purchaser/s any Government Charges such as stamp duty, registration charges, Service Tax, VAT, G.S.T. etc. Upon the termination of this agreement, under this clause, the DEVELOPERS shall be at liberty to sell the said premises to any other person of their choice and



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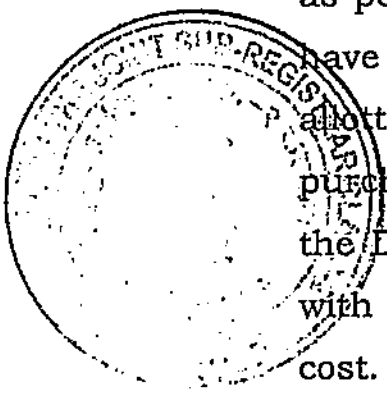
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at such price as the DEVELOPERS may deem fit and the allottee/s / Purchaser/s shall not object to the same.

IF the allottee/s / purchaser/s intends to cancel this agreement with having good and reasonable grounds, he / she shall give written application to the DEVELOPERS and on cancellation of the agreement he / she shall give six months period to the DEVELOPERS within which period the DEVELOPERS shall arrange to refund the moneys collected by them on account of the installments of the said premises without any interest.

The allottee/s / purchaser/s covenant with the DEVELOPERS that if at the request of the allottee/s / purchaser/s the DEVELOPERS makes any change in the said premises agreed to be sold and as a result of this the DEVELOPERS have to use any materials less than the other purchasers, even then the allottee/s / purchaser/s shall not be entitled to any reduction in the agreed price of the said premises and he / she shall be liable to pay the entire agreed price as per this agreement. In case if the DEVELOPERS have agreed to do any additional extra work for the allottee/s / purchaser/s, the allottee/s / purchaser/s shall within 7 days from the date when the DEVELOPERS gives the estimated cost, deposit with DEVELOPERS the amount of such estimated cost. If the allottee/s / purchaser/s fails to deposit with the DEVELOPERS the estimated cost for the additional extra work agreed to be carried out by the DEVELOPERS then the DEVELOPERS shall not be



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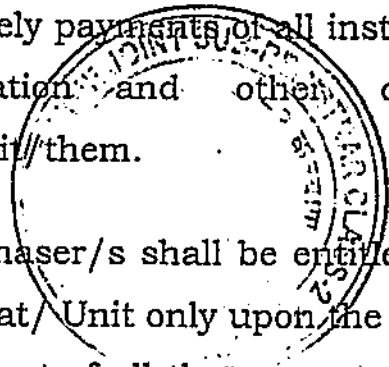
liable to carry out the said additional work in the premises of the allottee/s / purchaser/s.

3.10. The Developers shall construct the New Building in accordance with the plans, designs and specifications as referred hereinabove, and as approved by the concerned authority and as may be modified from time to time;

3.11. The Purchaser/s shall be entitled to use the Common Areas, External Development Works and the Internal Development Works provided by the Developers together with other purchasers of Shop/ Office/ Flat/ Unit in the New Building, but Purchaser/s shall not be entitled to claim any right therein.

3.12. Time is of essence for the Developers as well as the Purchaser/s. The Developers shall abide by the time schedule for completing and handing over the said Premises to the Purchaser/s after receiving the Occupation Certificate in respect thereof and the Common Areas, Internal Development Works and External Development Works. The Purchaser/s shall make timely payments of all installments of the Total Consideration and other dues payable by him/her/it/them.

3.13. The Purchaser/s shall be entitled to the said shop/ Office/ Flat/ Unit only upon the Purchaser/s making full payment of all the amounts due and payable by him/she/it/them to the Developers. The Purchaser/s shall have no claim to the remaining portion of the



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said Land or constructions thereon.

**4. CAR PARKING TERMS FOR THOSE WHO HAVE PURCHASED CAR PARKING:**

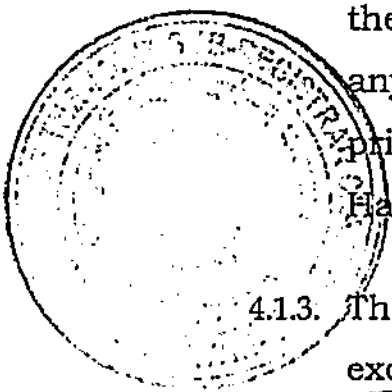
4.1. The Car Parking Space may be reserved by the Developers for the Purchaser/s subject to the following terms and conditions.

4.1.1. The Car Parking Spaces shall be allotted only in the form of Mechanical Puzzle / Tower / Stack etc., Parking Spaces which shall be installed on the parking space designated as "Four Wheeler Parking";

4.1.2. The Car Parking Spaces allotted to the Purchaser/s pursuant to this Agreement is **ONE (01)** number of parking units in Mechanical Parking system; It is agreed between the parties that upon finalization of such Mechanical Car Parking Units in the form of Puzzle / Tower / Stack, The Developers shall allot the Parking bearing Rack / Stack / Level number, separately with such terms & conditions mentioned herein and thereon at the time of Handing over of the Possession of Flat., if purchasers want to purchase any Parking then the Developers if available shall allot the Parking bearing Rack / Stack / Level number (if any), separately with such terms & conditions and price mentioned therein and thereon at the time of Handing over of the Possession of Flat.

4.1.3. The Car Parking Spaces may be individual and exclusive use of the Purchaser/s subject to the systems installed for the Car Parking Spaces;

4.1.4. The Mechanical Parking Unit is a multi-level car parking system, and the allotted parking to the



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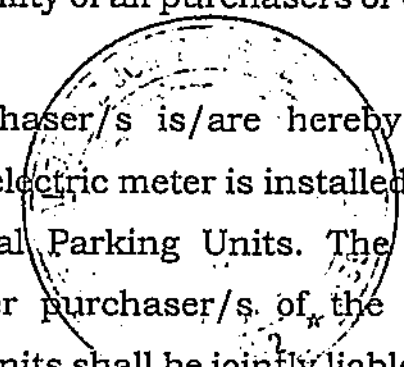
purchasers and for its efficient use and operation of the Mechanical Parking Units, the Purchaser/s hereby agrees to co-operate with other purchaser/s so as to ensure smooth and efficient use of these Car Parkings spaces;

4.1.5. The Purchaser/s of the Car Parking Spaces shall not have any right to erect any structure of whatsoever nature on the said Mechanical Parking Unit nor enclose the Car Parking Spaces which will cause nuisance or hurdles to the other purchaser(s) or prospective purchaser/s in any manner.

4.1.6. The Purchaser/s is/are hereby made aware that the apartments situated on upper Floors of the New Building shall have full visibility of Car Parking Spaces and that they have no-objection for the same.

4.1.7. The Purchaser/s is/are hereby made aware that the society will not be liable to manage the Mechanical Parking Unit. Any repair cost, expenses with respect to wear and tear or Annual maintenance of Mechanical Parking Units shall be the joint responsibility of all purchasers of Car Parking Spaces.

4.1.8. The Purchaser/s is/are hereby made aware that separate electric meter is installed for operation of the Mechanical Parking Units. The Purchaser/s along with other purchaser/s of the shared Mechanical Parking Units shall be jointly liable to pay the monthly Electric bill, and Expenses for the Daily Maintainance, general wear and tear expenses and it is further understood that the society will not be liable



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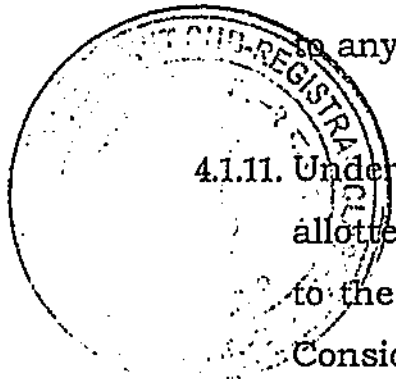
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to pay the same.

4.1.9. It is further made clear by the Developers to the Purchaser/s that while executing the Conveyance in favour of the Society to be formed, the area under such Mechanical Parking Units, open or covered, along with the structure of the basements, podiums, stilts, parking floors of the buildings out of the said Project with the other structures for parking lots, if any, will also be conveyed being the part of the common areas, amenities and facilities of the New Building and the said Land appurtenant to the New Building, subject to the exclusive rights to use and occupy the parking lots granted by the Developers to the respective Purchaser/s.

4.1.10. Un-allotted/Unsold parking units in the Mechanical Parking Spaces in the said New Building, if any, shall continue to remain the property of the Developers and shall remain in possession of the Developers. It shall be upon the Developer's discretion to allot/use these un-allotted units/spaces and these spaces shall continue to remain with the Developers until allotted to any purchaser(s).

4.1.11. Under no circumstances, the possession of the allotted unit in the Car Parking Spaces shall be given to the Purchaser/s unless and until the entire Total Consideration and all dues required to be paid by the Purchaser/s to the Developers under this Agreement have been paid.



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4.1.12. The Purchaser/s agrees to pay maintenance charges in advance on or before the 5th day of each English calendar month in order to keep the said Car Parking Spaces in tenantable repair and good condition. It is further agreed by the Purchaser/s that all the allottees of respective car parking spaces shall mutually co-operate and bear the cost of incidental charges for any major repairs in car parking area of Mechanical spare parts / Lights / LED / Bulb / etc.

4.1.13. The Purchaser/s agrees to pay such incidentals charges as may be deemed necessary to attend any such major repairs in term of the Car Parking Spaces.

4.1.14. The Purchaser/s agrees to pay charges to pay the property tax or any other tax levied on Car Parking by the Kalyan Dombivli Municipal Corporation if any.

4.1.15. AND WHEREAS the Two Wheeler Parkings for the purchasers shall be free of cost and earmarked in the plot.

4.2. Further rules governing the use of such Mechanical Car Parking Space, in addition to the conditions mentioned above, shall be framed and administered by the Society to be formed of the Shop/Office/ Flat/ Unit purchasers of the New Building.

4.3. The Car parking number (if any) shall be identified and intimated to the Purchaser/s at the time of handing over of possession of the said Shop/ Office/ Flat/ Unit.

4.4. The Society shall be requested to create a separate

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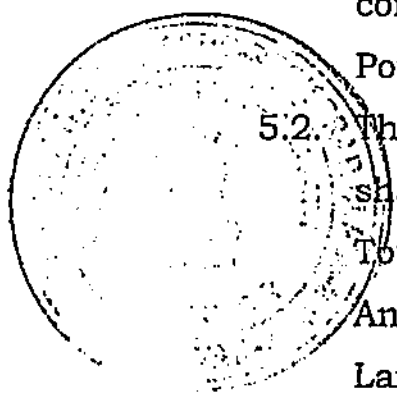
Bank Account and collect maintenance charges for maintenance of such Mechanical Stack Car Parking separately only from Purchaser(s) and other purchasers who have been allotted such Car Parking. Such maintenance charges may also include charges for any security staff or parking management personnel who have been specifically appointed by the Society to manage such Mechanical Stack Parking spaces.

5. FSI OF THE NEW BUILDING AND THE DEVELOPER'S ENTITLEMENTS IN RESPECT THEREOF:

5.1. In this Agreement for Sale, the word Floor Space Index (F.S.I.) or Floor Area Ratio (F.A.R) shall have the same meaning as understood by the Kalyan Dombivli Municipal Corporation under its relevant building regulations or byelaws. The Developers shall be entitled to FULL POTENTIAL by floating the ENTIRE F.S.I. of the said Plot and the Adjacent Land Road TDR, PREMIUM FSI, ANCILLARY FSI, TDR etc., present or future which may be granted by KDMC from Time to time for carrying out any permissible construction in the said Plot for utilizing the full Potential of the Plot.

5.2. The Developers hereby declares that the Developers shall be entitled to utilize the unutilized portion of Total FSI, the Adjacent Land TDR, Premium FSI, Ancillary FSI, TDR etc. on any portion of the said Larger Land.

5.3. The Purchaser/s hereby gives his/her/its/their irrevocable consent and/or No Objection to the Developers to make additions, alterations, raise floors



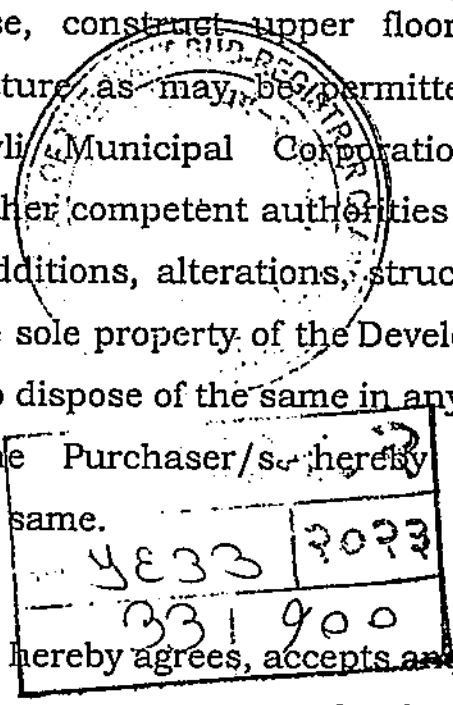
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or put additional structure as may be permitted by the Kalyan Dombivli Municipal Corporation/Local Authority and other competent authorities, without affecting the rights of the Purchaser/s to the said Premises. It is agreed that the Developers shall be entitled, without affecting the rights of the Purchaser/s to the said Premises, to revise the construction plans of the New Building and to utilize the FSI (present or future) and the Adjacent Land Road TDR, Premium FSI, Ancillary FSI, TDR etc. as the Developers may desire and The Purchaser/s hereby irrevocably grants consents as per section 14 and other applicable sections of Maha Rera Act and as per section 7 and other applicable sections in MOFA Act to Developers the right of revise and modify, amend, extend the plans and construct upper floors in the New Building from time to time either prior to or after completion of building and even after handover of the said New Building to the Society.

5.4. The Developers shall have a right to make additions, alterations, raise, construct upper floors or put additional structure, as may be permitted by the Kalyan Dombivli Municipal Corporation/ Local Authority and other competent authorities from time to time. Such additions, alterations, structures and floors will be the sole property of the Developers who will be entitled to dispose of the same in any way they choose and the Purchaser/s hereby expressly consent/s to the same.



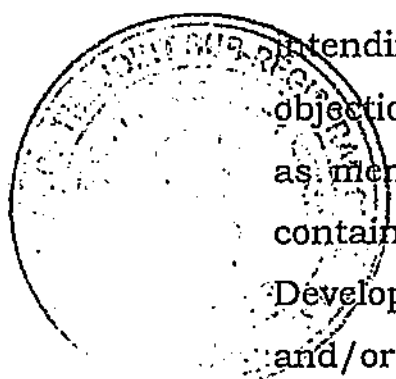
5.5. The Purchaser/s hereby agrees, accepts and confirms that the Developers proposes to develop the New

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Building (including by utilization of the full/entire development potential) in the manner more particularly detailed hereinabove with respect to the Full Layout Plan and Purchaser/s has agreed to purchase the said Shop/ Office/ Flat/ Unit based on the unfettered and vested rights of the Developers in this regard.

5.6. The Developers shall be entitled to use the present unutilized and / or additional built up area F.S.I., T.D.R, Premium FSI, Ancillary FSI, TDR etc. or any F.S.I. obtained in any form/by any means including F.S.I. against handover of amenity space and R. P. road/ D. P. road, internal road etc. on the said Larger Land/said Plot/ New Building as and when the same is permitted either by way of construction of New building or adding floor/s or extension of the said New building which are presently permitted. The Purchaser/s has/have hereby given his/her/its/their irrevocable consent and the Developers shall be entitled to revise the layout/building plans, get them sanctioned from the competent authority construct the additional buildings / floors / units permitted by the competent authority and to allot / sell them to intending persons. The Purchaser/s shall have no objection for the said new purchaser/s to be admitted as member/s of Society. Notwithstanding anything contained in this Agreement to the contrary the Developers shall be entitled to utilize any balance and/or additional FSI and/or TDR or Premium FSI or Ancillary FSI etc. obtained in any form as stated in above paragraphs on any open space/areas and/or on terraces above the building either prior to or after



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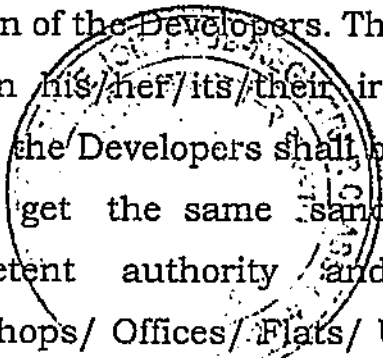
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completion of building and even after handover of the said New Building to the Society.

5.7. In the event of grant of additional FSI/FAR by the competent authority as a result of including but not limited to addition of extra land to the said Larger Land, increase in FSI / FAR , purchase of paid FSI/FAR by the Developers, purchase of TDR, additional FSI as compensation, in such an event the Developers shall be absolutely entitled to utilize such additional FSI/FAR on the said Larger Land or the said Plot or part thereof either by way of construction of New building or extension of any of the building/s/ phase/s on the said Plot or the said Larger Land. The Purchaser/s has/have hereby given his/her/its/their irrevocable consent for the same and shall not object to the utilization of the additional FSI/FAR by way of construction of New building or extension of any of the existing building and when such FSI/FAR is granted, the Developers shall be entitled to use the same on the said Land either by way of construction of New building or extension of the building or adding floor/s on the existing building, which are presently permitted or in any other part of Larger Land as per the discretion of the Developers. The Purchaser/s has hereby given his/her/its/their irrevocable consent therefor and the Developers shall be entitled to revise the plans, get the same sanctioned from the local/Competent authority and construct the additional Shops/ Offices/ Flats/ Units permitted by local/competent authority and to allot/sell them to the intending purchaser/s thereof. The Purchaser/s shall have no objection for the said new Purchaser/s



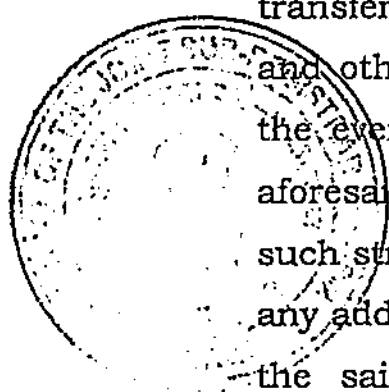
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to be admitted as members of the said Society.

5.8. It is agreed that before or after the handover of the flat and building, if any further construction on the land is allowed in accordance with the rules and regulations of the municipal corporation then the DEVELOPERS would be entitled to put up additional or other construction without any hindrance by the allottee/s / purchaser/s. Provided that any payment may, have to be made to the municipal corporation for such additional construction shall be paid by the DEVELOPERS. The DEVELOPERS shall be entitled to sell premises forming part of such additional construction in such manner as they may think fit and proper to any person or persons for such consideration as the DEVELOPERS may in its absolute discretion deem fit and proper. The DEVELOPERS will in those events be entitled to connect the electric meters, sanitary and drainage connections provided however that all costs of construction of such additional floors and the connection to be made thereto should be borne by the DEVELOPERS. The DEVELOPERS and/or their transferees shall have the right to use all the staircase and other common amenities of said building/s. In the event of additional floors being constructed as aforesaid, the water tank shall be shifted to the top of such structures at the cost of DEVELOPERS. Even if any additional construction becoming permissible on the said building/s after the completion of the construction of the said building/s, the DEVELOPERS shall be entitled to construct the same and to sell the additional Flats/Shops/Units. The



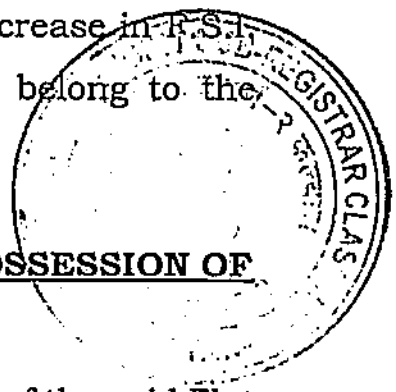
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allottee/s / purchaser/s herein and the members of the society shall admit such new intending purchaser at its members.

5.9. The Purchaser/s hereby irrevocably grants consents as per section 14 and other applicable sections of Maha Rera Act and as per section 7 and other applicable sections in MOFA Act to Developers (with respect to the above CLAUSE 5 of this agreement) the right, entitlement and to utilize Entire FSI, TDR, Premium FSI, Ancillary FSI, any balance/residual or additional/increased FSI (from time to time) etc. on the said Land, adjacent land part thereof and to revise and modify, amend, extend the plans and construct upper floors in the New Building. The Developers alone shall have the entire and exclusive benefit of ENTIRE FSI together with any increase in the any kind of F.S.I from time to time granted by KDMC which may be consumed on the said land or adjacent land or part thereof by constructing upper floors in the Building from time to time prior to completion of New building. The Purchaser(s) hereby expressly and specifically agrees and confirm that he/she/they shall not have any right, title interest and claim of whatsoever nature over the further increase in F.S.I of the Land, which shall exclusively belong to the DEVELOPERS.



6. **PROCEDURE OF HANDING OVER POSSESSION OF THE SAID PREMISES:**

6.1 Developers shall hand over Possession of the said Flat to the Purchaser on or before 31-12-2026. The Purchaser/s shall take Possession of the said

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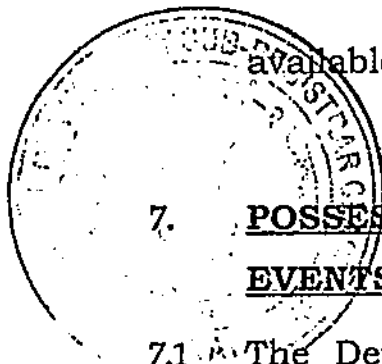
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Shops/Offices/Flat/Units within 15 (fifteen) days (hereinafter referred to as "The Possession Notice Period") of the Developers giving written notice (hereinafter referred to as "The Possession Notice") to the Purchaser/s intimating that the said Shops/Offices/Flat/Units is ready for use and occupation and that the Occupation Certificate has been received for the New Building.

6.2 Provided further, subject to Clause 7 below, if possession is delayed beyond clause 6.1, then the Developers shall intimate the same to the Purchaser through email / address. The Purchaser shall have period of 7 days to respond to the said email. If Purchaser fails to raise any objection for the said delay, within period of 7 days from receipt of email / address, then, it shall be presumed that the Purchaser has consented for extension of date of possession and has waived the right to claim remedies

available under provisions of RERA Act, 2016.



**7. POSSESSION OF SAID FLAT AND FORCE MAJURE EVENTS**

7.1 The Developers shall give possession of the said Shop/ Office/ Flat/ Units to the Purchaser/s on or before Possession Date in accordance with procedure mentioned in "Clause 6" hereinabove.

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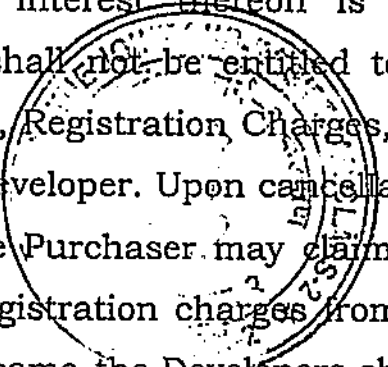
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7.2 If the Developers fail or neglect to give possession of the said Premises to the Purchaser/s in terms of this Agreement for Sale or any further or other dates as agreed to by the Parties herein in writing, on account of reasons not beyond its control and of its agents by the aforesaid date,

(i) And if the Purchaser/s does/do not intend to withdraw the allotment of the said Premises as agreed herein, then the Developers shall be liable to pay to the Purchaser/s, simple interest as specified in the RERA Rules on all the amounts paid by the Purchaser/s for every month of delay, till the date of handing over of the possession of the said Shop/ Office/ Flat/ Unit to the Purchaser/s.

(ii) And if the Purchaser/s intend/s to withdraw the allotment of the said Shop/ Office/ Flat/ Unit as agreed herein, then the Developers shall be liable to refund on demand to the Purchaser/s the amount already received by the Developers in respect of the said Shop/ Office/ Flat/ Units with interest at the rate as specified in the RERA Rules, from the date the Developers have received the aforesaid amount of the Total Consideration till the date the aforesaid amount along with interest thereon is repaid. However, Purchaser shall not be entitled to claim refund of Stamp Duty, Registration Charges, GST, Service Tax etc., from Developer. Upon cancellation of Agreement for Sale, the Purchaser may claim refund of Stamp duty and registration charges from the Government and for the same the Developers shall issue its NOC. However, under no circumstances, the Developers shall be liable to pay amounts of said charges/taxes to



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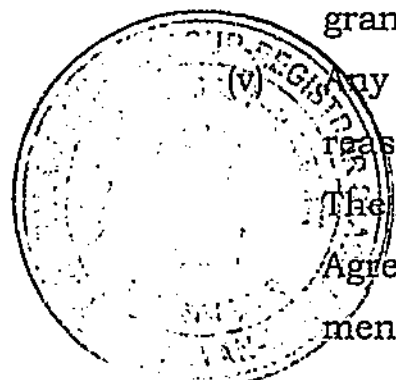
the Purchaser.

(iii) The Purchaser/s hereby acknowledges and agrees that he shall choose either of the aforesaid remedies mentioned in Clause 7.2 (i) and Clause 7.2 (ii) and not both.

7.3 Provided that the Developers shall be entitled to reasonable extension of time, beyond grace period, for giving delivery of the said Shop/ Office/ Flat/ Unit on the aforesaid date, if the completion of the New Building in which the said Shop/ Office/ Flat/ Unit is to be situated is delayed on account of :-

- (i) All force majeure events stipulated in the Act including but not limited to war, civil commotion, pandemic, lockdown or act of God; or
- (ii) any notice, order, rules, notification of the Government and/or other public or competent authority; or
- (iii) Any stay order/injunction order or direction issued by any Court of Law, Tribunal, competent authority Kalyan Dombivli Municipal Corporation, statutory authority, high power committee;
- (iv) Time consumed by Environment Department for grant of Environment Clearance Certificate
- (v) Any other circumstances that may be deemed reasonable by the Authority.

The Purchaser/s shall not be entitled to terminate this Agreement for Sale on any grounds other than those mentioned in this Clause.



7.4 It is an express condition of this Agreement for Sale that if the Purchaser/s of commit/s default in payment of any of the said amounts in accordance with the Payment Plan, the Developers shall not be

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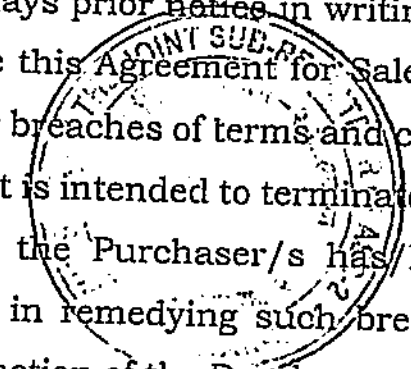
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liable or responsible for delay in completion the New Building and/or in handing over possession of the said Shop/Office/Flat/Unit or Premises to the Purchaser/s on the dates specified herein.

8. DELAY IN PAYMENTS BY THE PURCHASER/S AND CONSEQUENCES THEREOF:

8.1 On the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Developers under this Agreement for Sale (including his/her/its/their proportionate share of taxes levied by the concerned local authority and other outgoings) and on the Purchaser/s committing breach of any of the terms and conditions herein contained, without prejudice to the right of the Developers to charge Interest as mentioned in Clause 3.11, the Developers shall be entitled at their own option to terminate this Agreement for Sale and re-enter upon and resume possession of the said Shop/ Office/ Flat/ Unit and everything whatsoever therein. Provided always that the power of termination hereinbefore contained shall not be exercised by the Developers unless and until the Developers have given to the Purchaser/s 15 (fifteen) days prior notice in writing of its intention to terminate this Agreement for Sale and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate this Agreement for Sale and the Purchaser/s has/have failed and/or defaulted in remedying such breach or breaches to the satisfaction of the Developers within the aforesaid 15 (fifteen) days after having received such notice.

8.2 Provided further that upon termination of this



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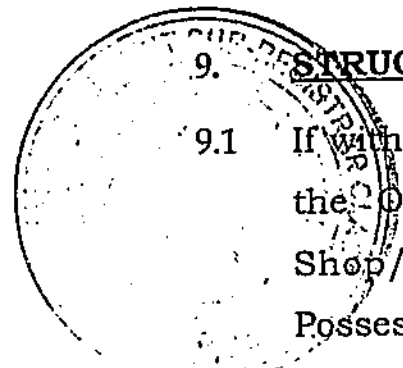
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Agreement for Sale as aforesaid, and within 06 Months therefrom, the Developers shall refund to the Purchaser/s the installments of the Total Consideration of the said Shop/ Office/ Flat/ Unit which may till then have been paid by the Purchaser/s to the Developers and after deducting the expenses, charges, outstanding, interest, etc. from the instalments paid. However, the Developers shall not be liable to pay to the Purchaser/s any interest on the amount so refunded and upon termination of this Agreement for Sale and refund of aforesaid amount by the Developers after deducting therefrom expenses, charges, outstanding interest, etc. that may have been incurred by the Developers in respect of this transaction, the Developers shall be at liberty to dispose of and sell the said Shop/Office/ Flat/ Unit to such person and at such price as the Developers may in its absolute discretion think fit. The Developers shall not be liable to refund to the Purchaser/s any amount paid in respect of and pursuant to this Agreement for Sale to any statutory authority whosoever on behalf of the Purchaser/s.

**9. STRUCTURAL DEFECTS AND DEFECT LIABILITY:**

9.1 If within 5 (five) years from the date of the receipt of the Occupation Certificate in respect of the said Shop/ Office/ Flat/ Unit or the issuance of the Possession Notice, whichever is earlier, the Purchaser/s brings to the notice of the Developers any defect in the said Shop/ Office/ Flat/ Unit or the New Building in which the said Shop/ Office/ Flat/ Unit is situated or the material used therein, such



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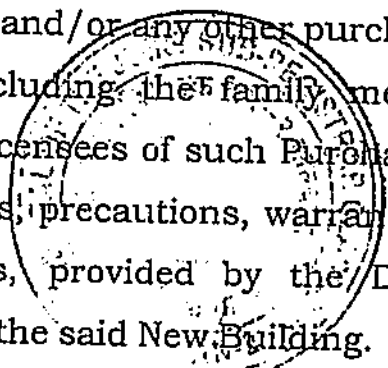
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defects or unauthorized changes shall be rectified by the Developers at its own cost and in case it is not possible to rectify such defects or unauthorized changes then the Purchaser/s shall be entitled to receive from the Developers a reasonable compensation for such defect or change. The word defect hereinabove stated shall mean only the structural defects caused on account of workmanship, quality or provision of service and shall not mean defects caused by normal wear and tear, negligent use of the said Shop/ Office/ Flat/ Unit, abnormal fluctuations in the temperatures, abnormal heavy rains etc. In the event of there being any external leakages or external defects to the New Building being detected within the above- mentioned period of 5 (five) years, the same shall be rectified by the Developers. However, any internal repairs inside the said Shop/ Office/ Flat/ Unit shall be carried out by the Purchaser/s at his/her/its/their own costs.

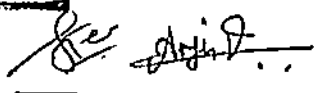
9.2 It is clarified that the liability of the Developers under Clause 9.1 shall not extend to:

- (i) any such defects if the same have been caused by reason of the default and/or negligence of the Purchaser/s and/or any other purchasers in the New Building (including the family members, servants, occupants, licensees of such Purchasers) i.e. against the guidelines, precautions, warranties, warnings on the products, provided by the Developers/Utility Providers for the said New Building.
- (ii) defects caused by normal wear and tear, abnormal fluctuations in the temperatures, abnormal heavy rains, vagaries of nature; negligent use of the said



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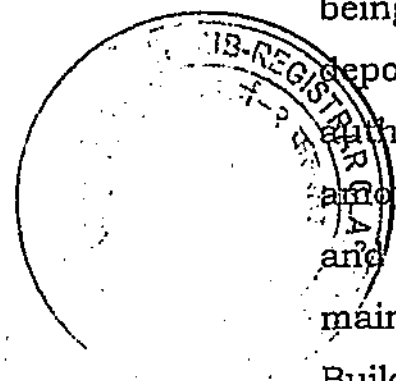
  
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Shop/ Office/ Flat/ Unit or the Internal Fittings provided therein. Defects in Internal Fittings are not included therein and are subject to individual warranties provided by the manufacturers of such Internal Fittings in this regard.

(iii) purchaser/s has/have made holes, drilled to interior and/or external walls, chajjas etc., nailed while doing interior work or fixing grills or cause damaged to structure, walls in any manner whatsoever then in such case DEVELOPERS shall not be liable and responsible for rectifying such defects and/or paying any compensation to allottee/s / purchaser/s and/or other purchaser/s in building.

**10. PAYMENTS BY THE PURCHASER/S TOWARDS OUTGOINGS:**

10.1 The Purchaser/s shall, within 7 (seven) days from the date of receipt of demand from the Developers in accordance with the terms of this Agreement, pay to the Developers such sum or sums of amount or amounts, as mentioned hereunder in **Clause 10.2**, being his/her/its/their proportionate share of deposits to be permanently retained with different authorities and/or with the Developers and also amounts towards outgoings and expenses necessary and incidental to the management and proper maintenance of the said Land and/or the said New Building including the recreational facilities including but not limited to:



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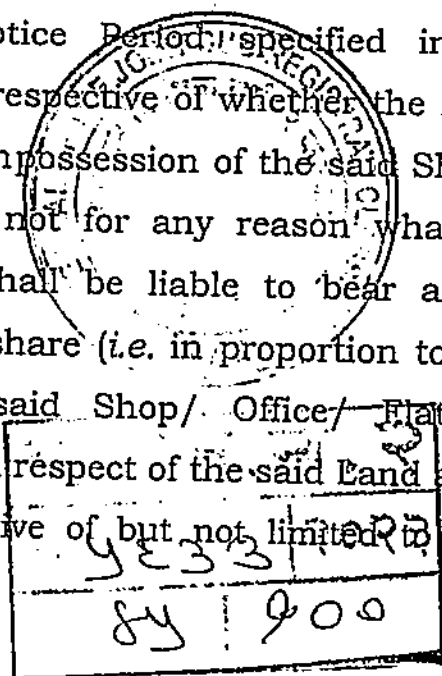
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PURCHASER(S)

be applicable also payable at the time of delivery/possession of the said Shop/Office/Flat/Unit.

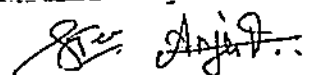
The Purchaser/s shall on or before delivery of possession of the said Premises also pay to the Developers the following amounts:-	
1) Rs 600/- Share money application / entrance fee of the Society.	Share money application / entrance fee of the Society.

The amounts so paid by the Purchaser/s to the Developers shall not carry any interest and the Developers shall be entitled to utilize the same for the aforesaid purposes and the balance, if any, shall be handed over to the Society of the New Building "SUVIAM PEARL".

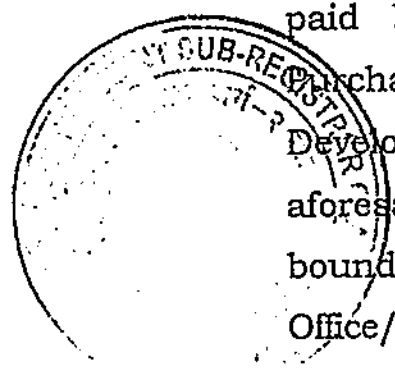
- 10.2 The Purchaser/s shall be liable to pay from the date of delivery of possession of the said Shop/ Office/ Flat/ Unit (which date means the date of expiry of the Possession Notice Period specified in Clause 6 hereinabove irrespective of whether the Purchaser/s has/have taken possession of the said Shop/ Office/ Flat/ Unit or not for any reason whatsoever), the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the Carpet area of the said Shop/ Office/ Flat/ Unit) of "Outgoings" in respect of the said Land and the New Building inclusive of but not limited to local taxes,



  
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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 said Land and the New Building. Until the New Building is transferred to Society, the Purchaser/s shall pay to the Developers such proportionate share of outgoings as may be determined by the Developers. The Purchaser/s further agree/s that till the Purchaser/s's share is so determined the Purchaser/s shall pay to the Developers such provisional Advance monthly contributions as may be determined by the Developers towards the said outgoings. The Maintenance Deposit so paid by the Purchaser/s to the Developers shall not carry any interest and remain with the Developers until handover of the New Building in favour of the said Society as aforesaid. Subject to the provisions of RERA, on the said New Building being handed over to the said Society, the balance of the Maintenance Deposit, if any, shall be paid by the Developers to the Society. Unless the Purchaser/s has/have deposited/paid to the Developers the said Maintenance Deposit, towards the aforesaid outgoings, the Developers shall not be bound to hand over the possession of the said Shop/ Office/ Flat/ Unit to the Purchaser/s. It is clearly understood that the said Maintenance Deposit does not include the dues for the electricity bills / property tax for the said Shop/ Office/ Flat/ Unit. The Purchaser/s shall be liable to pay electricity charges



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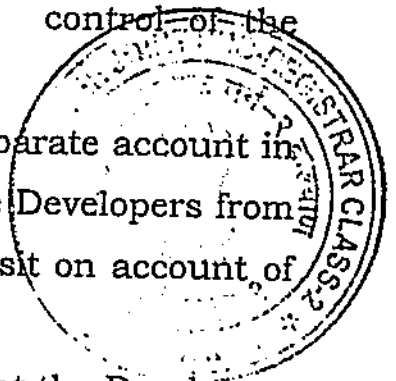
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THE DEVELOPERS

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PURCHASER(S)

of individual meters separately. It is understood that the Developers shall themselves look after the maintenance of the said Land and the New Building from the date of completion of the New Building till the handing over of the New Building to the Society and apply the said Maintenance Deposit towards expenses on this account. If it is found by the Developers that the said Maintenance Deposit are not adequate to meet the outgoings, the Developers shall have the right to demand the payment of additional deposit from the Purchaser/s, and the Purchaser/s hereby agree/s to meet such requisition without protest within 7 (seven) days thereof. The Developers shall during such period from the expiry of the Possession Notice Period be entitled to charge the Purchaser/s along with the purchasers of other premises, management fees as determined by the Developers over and above the entire outgoings which may otherwise become payable by the Purchaser/s to the Developers; provided however that the liability of the Purchaser/s to pay the management fees mentioned hereinabove shall cease on the date of the vesting of the said Land and the New Building in possession and management and control of the Society.

10.3 The Developers shall maintain a separate account in respect of the sums received by the Developers from the Purchaser/s as advance or deposit on account of share capital, outgoings etc.

10.4 IT is also agreed and understood that the Developers will only pay the municipal tax for the unsold flats/units after obtaining occupation certificate will not



the unsold flats/units	
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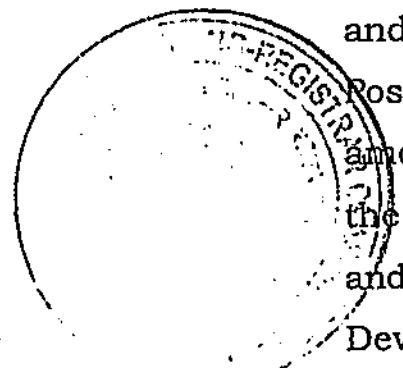
pay or liable to pay any maintenance charges like common water, light, sweeper charges, etc., and the DEVELOPERS can sell the said flats / units to any prospective buyers without obtaining the No objection from the society such formed and then such prospective buyers will become the member of the society without charge of any transfer fees etc.

**11. PAYMENT OF ADDITIONAL AMOUNTS BY THE PURCHASER/S:-**

11.1 The Purchaser/s shall further within 7 (seven) days prior to the delivery of possession of the said Shop/ Office/ Flat/ Unit deposit such amounts as may be determined by the Developers as security for due observance and performance of all his/her/its/their obligations provided in the preceding Clauses. The Purchaser/s shall not be entitled to question either the quantum of such amounts nor claim any interest thereon or the appropriation of the same for the purposes for which they have been paid and/or deposited by the Purchaser/s.

11.2 The Purchaser/s hereby further agree/s and undertake/s to pay to the Developers on demand and/or within 7(seven) days of receipt of the said Possession Notice, such additional amount or amounts as may be determined and/or demanded by the Developers in respect of any additional facility and/or amenities, if any, as may be provided by the Developers in addition to such Amenities as provided under this Agreement for Sale.

11.3 The Purchasers hereby further agree and undertake to pay to the Developers on demand within 7(Seven) days prior to the date of possession, an advance



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THE DEVELOPERS

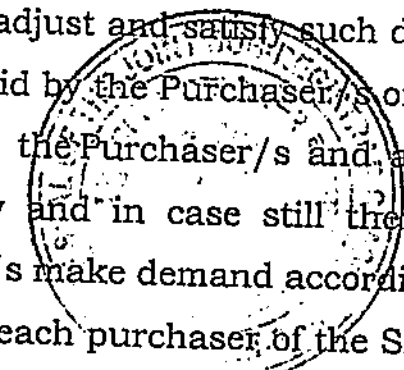
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Monthly Maintenance for a period of 12 months as determined by the Developers. The Developers shall always have right to levy and collect amounts towards taxes, betterment charges, cess and other levies to be charged and collected from the Purchaser/s as per prevailing laws, rules, regulations, notifications, by-laws etc. till the handing over of the New Building in favour of the Society.

11.4 The Developers, after deducting from the various amounts paid by the Purchaser/s to the Developers as deposits (other than deposits to be retained permanently and towards expenses due in respect of the said Shop/ Office/ Flat/ Unit as aforesaid) and the costs, charges, and expenses referred to hereinafter in the proportion decided by the Developers, shall transfer the balance, if any, to the Society. The accounts, in this behalf shall be rendered by the Developers to the Society, if demanded by the Society, and not to the Purchaser/s in his/her/its/their own capacity.

11.5 If any amounts due and payable by the Purchaser/s remains unpaid then the Developers at its discretion and without prejudice to its other rights shall be entitled to adjust and satisfy such dues from any other amount paid by the Purchaser/s or from any amount payable to the Purchaser/s and adjust the account accordingly and in case still there are dues from Purchaser/s make demand accordingly.

11.6 So long as each purchaser of the Shop/ Office/ Flat/ Unit in the New Building shall not be separately assessed, the Purchaser/s shall pay such proportionate part of the assessment in respect of the



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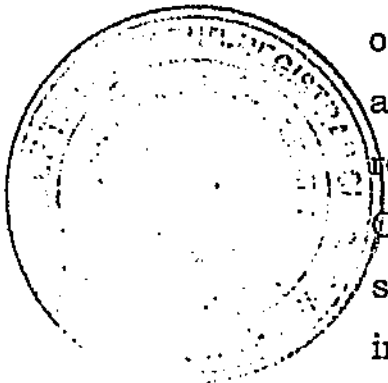
New Building as may be provisionally determined by the Developers, whose decision shall be final and binding upon the Purchaser/s.

11.7 The Purchaser/s undertake/s to pay increase in taxes, water charges, insurance and such other levies, if any, which are imposed by the Kalyan Dombivli Municipal Corporation/ Local Authority and/or Government and/or Public Authority.

11.8 In case any deposit or money or any other charges are demanded by any authority for the purpose of giving water, electricity, sewerage, drainage and/or any other security deposit for appropriate connection to the New Building such deposit or money or any other charges, in addition to and over and above the charges specified in Clause 10.2, the same shall be payable by all the purchasers of the Shop/ Office/ Flat/ Unit in proportionate share and the Purchaser/s agree/s to pay within 7 (seven) days of demand to the Developers his/her/its/their share of such deposit or money.

11.9 If at any time, any development and/or betterment charges and/or any other levy is demanded or sought to be recovered by the Kalyan Dombivli Municipal Corporation, Local authority, Government and/or any other public authority in respect of the said Premises and/or the New Building, the same shall be the responsibility of the all the purchasers of the Shop/ Office/ Flat/ Unit in the New Building and the same shall be borne and paid by all the Purchasers including the Purchaser/s in proportionate shares.

11.10 The allottee/s / purchaser/s has/have seen the layout of the proposed building/s and complex and has agreed and understood the common amenities



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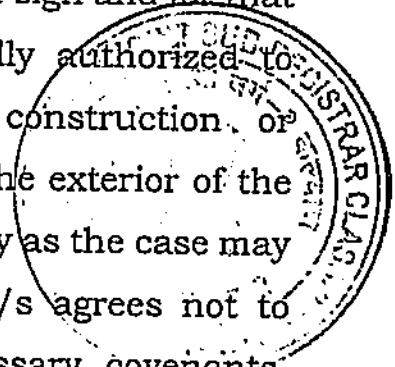
like common roads, drainage, sewers, water pipe lines, street lights etc., shall be the common property and shall be available for common use by all the flats/shops/units purchasers in the said complex and the different common organization will have unrestricted right of way in common spaces, roads and laying of pipelines, telephone and electric cables, sewerage and drainage line etc.

**11.11 Method Of Calculation Of Proportionate Share:**

Wherever in this Agreement for Sale it is stipulated that the Purchaser/s has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the RERA carpet area of the said Shop/ Office/ Flat/ Unit to the total RERA carpet area of all the other premises/units/areas/spaces in the New Building.

**12. RIGHTS OF THE DEVELOPERS:**

12.1 It is expressly agreed that the DEVELOPERS shall be entitled to put a hoarding and/or cable network station, mobile phone antenna and/or tower, shelter or mobile station on the said property or on terrace/water tank any the building/s on the said property or any part thereof and such hoarding may be illuminated or comprising of neon sign and for that purpose the DEVELOPERS are fully authorized to allow temporary or permanent construction or execution in installation either on the exterior of the said buildings or on the said property as the case may be and the allottee/s / purchaser/s agrees not to object or dispute the same. Necessary covenants, reservations in respect thereto shall be incorporated in the proposed conveyance. The



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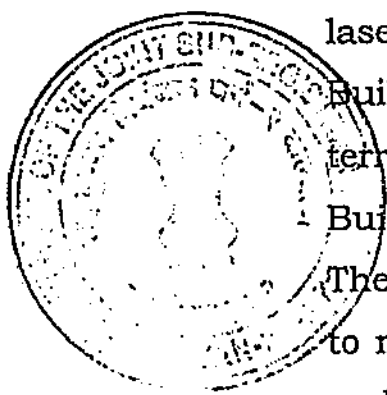
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PURCHASER(S)

their nominees shall be exclusively entitled to the income that may be derived by display of such advertisement or installation of cable network or mobile phone station, at any time hereafter. The allottee/s / purchaser/s shall not be entitled to any abatement in the price of the said premises or to object to the same for any reason and shall allow the DEVELOPERS, their agents, servants etc., to enter into the said property, building/s including the terrace and other open spaces in the building/s for the purpose of putting and/or preserving and/or maintaining and/or removing the advertisement and/or hoarding, neon lights or such installations etc. The DEVELOPERS shall be entitled to transfer or assign such right to any person or persons whom they deem fit and the limited company shall not raise any objection thereto.

12.2 The DEVELOPERS will, at all times, be entitled to install the logos and/or name boards and/or put-up advertisements boards/ hoarding etc. of the Promoter and/or its affiliates (hereinafter referred as the "displays") with various devices (including electronic, laser and neon signs) in one or more places in the Building therein including, on open space/s, the terraces of the Building and/or any parts of the Building if it so desires at its own costs and expenses. The DEVELOPERS and/or affiliates will not be liable to make any payment of any nature to Purchaser(s) and/or the occupant/s of the other flat in the Building and/or the co-operative society or limited company in respect of the displays.

The Developers shall be entitled to put hoarding/boards



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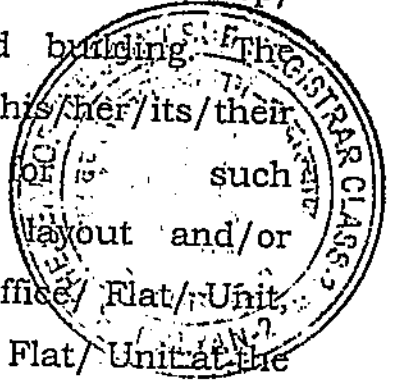
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of their brand name in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Land and/or the New Building and on the façade, terrace, compound wall or other part of the New Building. The Developers shall also be entitled to place, select, decide hoarding/board sites.

12.4 The Developers is entitled to aggregate any contiguous land parcel with the development of the said Land, as provided under the Proviso to Rule 4(4) of the RERA Rules; The Developers shall be entitled to amalgamate the said Land or any part thereof with any other property or vice versa and upon such amalgamation, the Developers shall be entitled to alter the layout as it may deem fit. The Purchaser/s hereby grants his/her/its/their irrevocable consent for such change/modification/alteration of layout.

12.5 The Developers shall be entitled to and shall be at liberty to make changes, modifications or alterations in the layout and building plans, so also the user of the Shop/ Office/ Flat/ Unit in the said building, locations of the said project amenities, other buildings out of the said project and that of utilities etc. as well as to increase or decrease the total number of Shop/ Office/ Flats/ Unit in the said building. The Purchaser/s hereby grants his/her/its/their irrevocable consent such change/modification/alteration of layout and/or building plans or the use of Shop/ Office/ Flat/ Unit, or the total number of Shop/ Office/ Flat/ Unit at the absolute discretion of the Developers, without adversely affecting design/area of the said Shop/ Office/ Flat/ Unit agreed to be purchased by the



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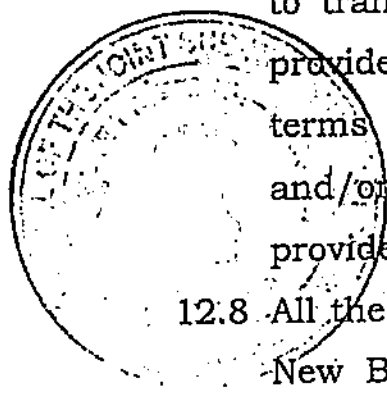
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Purchaser/s.

12.6 The Developers shall have the privilege and right to sell, dispose of such unsold Shop/ Office/ Flat/ Unit to any person/s as per its discretion at any time in future, without any objection of whatsoever nature on the part of the Purchaser/s or the said Society. The Shop/ Office/ Flat/ Unit in respect of which concerned Agreements to sell are cancelled or terminated as envisaged under this Agreement for Sale, shall also be treated as unsold Shop/ Office/ Flat/ Unit for the purpose of this clause. Such new purchaser/s shall be given membership of the said Society and the same shall be given by accepting only Membership Fee without asking for any other consideration/fee. The Purchaser/s as well as the said Society shall extend all co-operations to the Developers and the new purchaser/s in this regard.

12.7 In the event any portion of the said Plot or said Larger Land being required by any utility/service provider for installing any electric sub-station/transformer/Building gas bank machinery, plants, buildings, etc., the Developers shall be entitled to transfer such portion to the said utility/service provider or any other body for such purpose on such terms and conditions as the Developers deems fit and/or as per requirement of such utility/service provider or as per applicable law/rules/regulations.

12.8 All the common areas amenities and facilities of the New Building shall remain under the charge and control of the Developers till the Developers formally hands over the charge and control thereof to the



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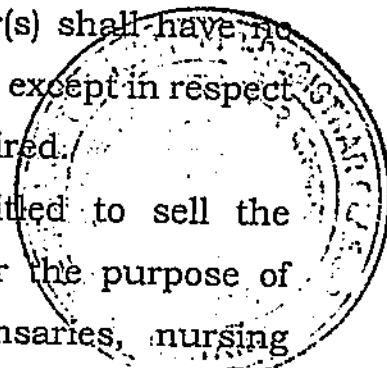
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12.9 Notwithstanding anything contained above, the DEVELOPERS shall have full right, absolute authority and shall be entitled to sell, assign, mortgage, charge, encumber or otherwise deal with all or any of their rights, title, benefits and interest in respect of the said property, and / or the said building/s or any part thereof, including for the purpose of raising finance, monies for the development of the said property or otherwise, subject to the rights of the allottee/s / purchaser/s under this agreement in respect of said premises. The Purchaser(s) hereby gives his/her/their express and specific consent to the DEVELOPERS to raise any loan against the DEVELOPERS Units under construction and to mortgage the same and/or create a charge thereon including on receivables from the Project with any bank(s)/financial institution(s) or any other party.

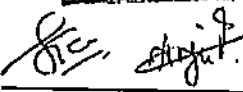
12.10 It is hereby expressly and specifically agreed by the parties herein that all other open spaces, staircases, lobbies and other recreational spaces, terrace, garden etc. shall remain the property of the Promoter till the Buildings are handed over to the co-operative society, as the case may be; The Purchaser(s) shall have no claim whatsoever over the Buildings, except in respect of the Flat hereby agreed to be acquired.

12.11 THE DEVELOPERS shall be entitled to sell the premises in the said building/s for the purpose of using the same as bank, dispensaries, nursing homes, maternity homes, coaching classes, car parking, stilt and for other non-residential purpose and the allottee/s / purchaser/s herein along with



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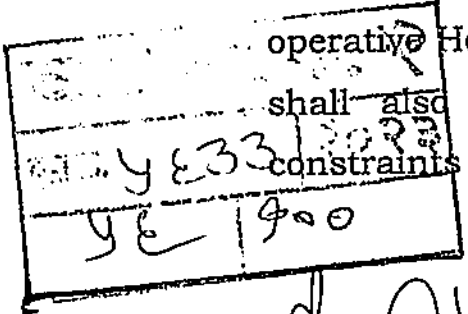
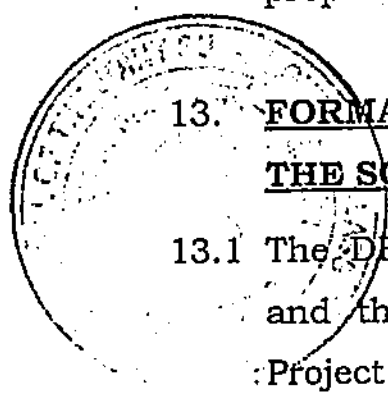
  
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the other Purchasers shall not raise any objection for such non-residential use of the premises sold by the DEVELOPERS to the intending Purchasers.

12.12 Notwithstanding any other provisions of this agreement the DEVELOPERS shall be entitled at the their sole and absolute discretion: a) To decide and determine how and in what manner the infrastructure including the common utility areas such as gardens, open spaces, recreational areas etc. may be transferred and/or conveyed /assigned/leased. b) To provide for and incorporate covenant and restriction and obligations with regard to the provision of maintaining the infrastructure and common amenities. c) To decide from time to time to what extent the building/s along with land appurtenant to it is transferred to the respective Society. d) To decide from time to time when and what sort of document of transfer should be executed. e) To carry out the development by amalgamating the said property with adjoining property/s and/or to expand the scheme of development by acquiring adjacent property/s. To provide permanent nature of access to adjoining properties.

**13. FORMATION OF SOCIETY AND CONVEYANCE TO THE SOCIETY:**

13.1 The DEVELOPERS have informed the Purchaser(s) and the Purchaser(s) is/are fully aware that the Project being a redevelopment project of PARIJAT Co-operative Housing Society Ltd, the existing members shall also be reaccommodated as per planning constraints in the lower floors of the building with



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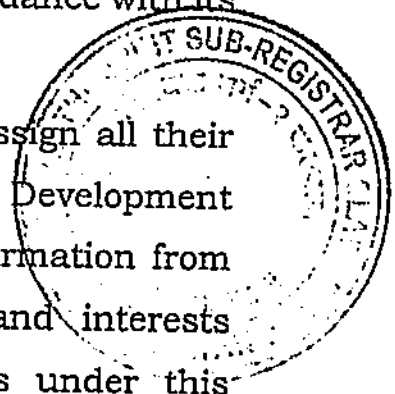
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specific size of Flat(s) as per the Redevelopment Agreement.

13.2 As per Redevelopment Agreement dated 5.10.2019 executed with Parijat Co-operative Housing Society, the Developers have commenced development of said Property. As per the said Redevelopment Agreement, the Developers are under obligation to hand over constructed Shops & Flats in the "SUVIAM PEARL" building to existing members of Parijat Co-operative Housing Society. As such there is no need to register separate Society, The existing members of said Society shall continue to be members. Whereas, the new purchasers shall also become members of said Society. The Purchaser/s shall, from time to time sign and execute the application for membership and other papers and documents necessary for becoming a member, including adoption of the a of the Society and shall duly fill in, sign and return them to the Developers within 07 (seven) days of the same being forwarded by the Developers to the Purchaser/s.

13.3 The Parijat Co-operative Housing Society shall admit all purchasers of Shops/ Offices/ Flats/ Units in the said New Building as members, in accordance with its bye-laws.

13.4 The Developers may sell, transfer or assign all their rights, title and interest in the said Development Agreement without the consent or confirmation from the Society, (subject to the rights and interests created in favour of the Purchaser/s under this Agreement) Including but not limited to its rights in respect of the unsold Shops/ Offices/ Flats/ Units in the said Building but without in any manner affecting



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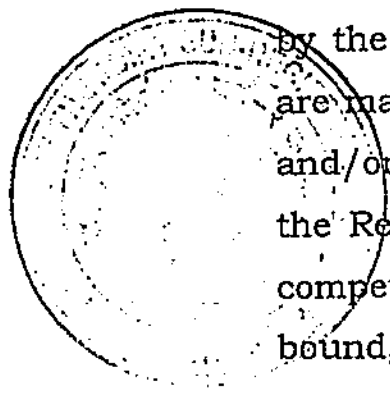
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THE DEVELOPERS

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PURCHASER(S)

the Purchaser's rights. The Purchaser/s hereby irrevocably and unconditionally declare/s, agree/s, undertake/s, covenant/s, confirm/s and assure/s that it shall not raise objection to theaforesaid right of the Purchaser/s in any manner;

13.5 The Developers shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the New Building, if any.

1. The Developers agree and undertake with the Purchaser/s that upon the Purchaser/s paying to the Developers all the amounts due and payable under this Agreement for Sale within the time specified and the if Purchaser/s has/have not failed to perform or observe any of the covenants stipulated on his/her/its/their part herein contained, the Developers shall ensure admission of the Purchaser/s as Member/s in the Society. And the Purchaser/s agree/s and undertake/s to execute all such applications, forms and such other writings and documents as may be necessary under the bye-laws of the Society for admission of the Purchaser/s as the member/s of the Society. No objection shall be raised by the Purchaser(s) 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 any other competent authority. The Purchaser(s) shall be bound, from time to time, to sign all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time, for safeguarding the interest of the DEVELOPERS and of



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the other Purchaser(s) of the other flats in the Building.

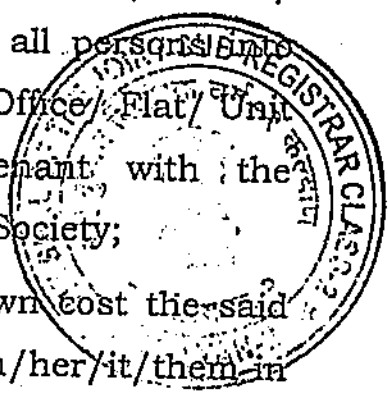
13.6 The Developers shall not be liable to pay any maintenance or common expenses in respect of any unsold Shops, Offices, Flats, Units in the New Building. The Developers shall however, bear and pay proportionate assessment/ Municipal tax in respect of the unsold Shops, Offices, Flats Units in the New Building.

13.7 All terms, conditions and covenants of this agreement, including the powers, authorities, permission and covenant given by the allottee/s / purchaser/s to the DEVELOPERS herein shall remain valid, operative, binding, continuous, subsisting, irrevocable and in full force and effect even after the occupation / possession of the said premises is handed over to allottee/s / purchaser/s under the possession of the said building is handed over to the said Society and the deed of conveyance / assignment / lease or any other transfer document is executed.

14. PURCHASER/S COVENANTS:-

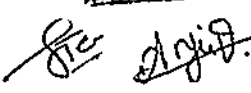
14.1 The Purchaser/s for himself/ herself/ itself/ themselves with intention to bind all persons to whomsoever hands the said Shop/ Office/ Flat/ Unit may come, doth/do hereby covenant with the Developers as and thereafter to the Society;

(i) To maintain at his/her/its/their own cost the said Flat agreed to be purchased by him/her/it/them in the same condition, state and order in which it is delivered to him/her/it/them and to abide by all bye laws, Rules and Regulations of the Government, the



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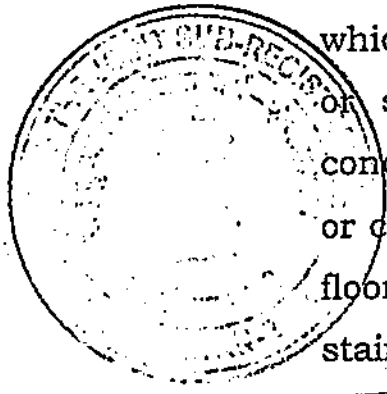
  
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Kalyan Dombivli Municipal Corporation, Local authority and any other authority and Local Bodies, and to attend to, answer and be responsible for all actions and violations of any of the conditions or Rules or Bye-Laws and shall observe and perform all the terms and conditions contained in this present Shop/ Office/ Flat/ Unit.

(ii) To maintain the said Shop/ Office/ Flat/ Unit at Purchaser/s' own cost in good tenantable repair and condition from the date of possession of the said Shop/ Office/ Flat/ Unit is taken and shall not do or suffer to be done anything in or to the New Building, in which the said Shop/ Office/ Flat/ Unit is situated staircases or any passages which may be against the rules, regulations or bye laws or concerned local or any other authority or change/alter or make addition in or to the New Building and the said Shop/ Office/ Flat/ Unit itself or any part thereof.

(iii) Not to store in the said Shop/ Office/ Flat/ Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the New Building in which the said Shop/ Office/ Flat/ Unit is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure

of the New Building in which the said Shop/ Office/ Flat/ Unit is situated and in case any damage is caused to the New Building in which the said Shop/ Office/ Flat/ Unit is situated or to the said Shop/



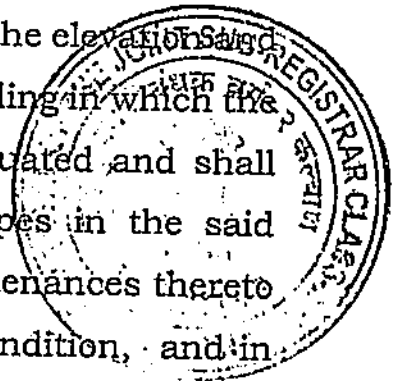
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THE DEVELOPERS

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PURCHASER(S)

Office/ Flat/ Unit on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

- (iv) To maintain the said premises and to carry at his/her/their own cost all internal repairs to the said Shop/ Office/ Flat/ Unit and maintain the said Shop/ Office/ Flat/ Unit in the same conditions, state and order in which it was delivered by the Developers to the Purchaser/s and shall not do or suffer to be done anything in or to the New Building in which the said Shop/ Office/ Flat/ Unit is situated or the said Shop/ Office/ Flat/ Unit which may be against the rules and regulations and bye-laws of the concerned local authority. And in the event of the Purchaser/s committing any act in contravention of the above provision the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (v) Not to demolish or cause to be demolished nor erect or cause to be erected nor remove or cause to be removed any works, amenities, Internal Fittings make or cause to be made any addition or alternation of whatever nature in or to the said Flat or any part thereof, nor make any alternation in the elevation or outside color scheme of the New Building in which the said Shop/ Office/ Flat/ Unit is situated and shall keep the portion sewers, drains pipes in the said Shop/ Office/ Flat/ Unit and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the New Building in which the said Shop/ Office/ Flat/ Unit is situated and shall not



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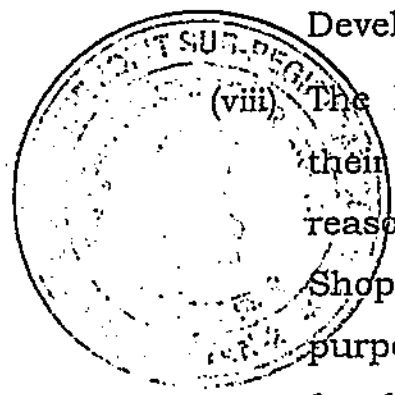
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chisel or in any other manner damage columns, beams, walls, slabs or R.C.C., or other structural members in the said Shop/ Office/ Flat/ Unit without the prior written permission of the Developers and/or the Society and structure engineer.

(vi) The Purchaser/s shall not affix any sign boards, name boards or display boards or advertisement nor shall fix any neon lights in or about the said Premises and/or any portion of the said Land save and except the place or spot specified by the Developers and/or the Society for affixing merely the name or the sign board of the Purchaser/s which will normally be near the entrance of the said premises of the Purchaser/s. The sign / name/ display board shall be such as has been duly approved by the Developers prior to the placement thereof.

(vii) The Purchaser/s shall permit the Developers and their agents at all reasonable times to enter into and upon the said Premises or any part thereof to view and examine the state and condition thereof and shall make good, within 3(three) months of the Developers giving a notice, all defects, decays and want of repairs of which notice in writing shall be given by the Developers to the Purchaser/s.

(viii) The Purchaser/s shall permit the Developers and their agents with or without workmen and others at all reasonable times to enter into and upon the said Shop/ Office/ Flat/ Unit or any part thereof for the purpose of repairing any part of the New Building and for the purposes of making, repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water



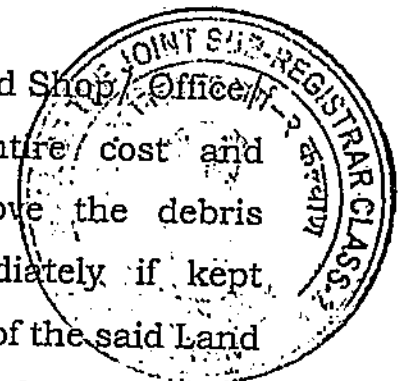
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covers, gutters, wires party structure and other conveniences belonging or serving or used for the New Building and also for the purpose of laying down, maintaining, repairing and testing drainages, gas and water pipes and electric wires and for similar purposes and also for the purpose of cutting off supply of water to the said Shop/ Office/ Flat/ Unit or any other Shop/ Office/ Flat/ Unit in the New Building in respect whereof the Purchaser/s or the occupier of any other Shop/ Office/ Flat/ Unit as the case may be shall have made default in paying his/her/its/their contribution of the water tax or charges and other outgoings.

- (ix) To use the said Shop/ Office/ Flat/ Unit for commercial or residential purpose and the said Car Parking Facility for parking of their vehicle and not for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other premises in the New Building or to the Developers or occupiers of the neighboring properties nor for any illegal or immoral purpose.
- (x) Not to carry out any interior work in respect of the said Shop/ Office/ Flat/ Unit without any prior written consent of the Developers.
- (xi) The Purchaser/s shall furnish the said Shop/ Office/ Flat/ Unit at his/her/its/their entire cost and consequences and shall also remove the debris caused by such furnishing immediately if kept collected in the compound or any part of the said Land and if the Purchaser/s fail/s to do so the Developers shall do so and deduct the amount of such cost from the Deposits deposited by the Purchaser/s with the



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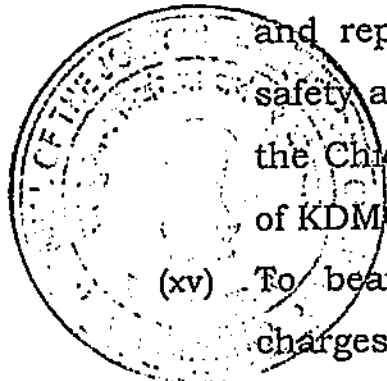
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Developers.


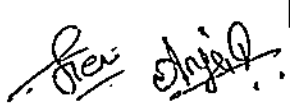
(xii) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

(xiii) Not to throw dirt, rubbish, rags, or other garbage or permit the same to be thrown from the said Shop/ Office/ Flat/ Unit in the compound or any portion of the said Land. That the dry and wet garbage shall be separated and the wet garbage generated in the New Building shall be treated separately on the same plot by the residents/occupants/Purchaser/s of the New Building located within the jurisdiction of Kalyan Dombivli Municipal Corporation.

(xiv) The Purchaser (s) hereby covenants that as member of the proposed co-operative society, he shall ensure that the proposed society shall preserve and maintain the documents/ plans received from the DEVELOPERS and subsequently carry out necessary repairs/ structural audit/fire audit at regular interval and also present periodical structural audit reports and repair history, to check and to carry out fire safety audit from time to time as per requirement of the Chief Fire Officer, through an authorized agency of KDMC.



(xv) To bear and pay increase in local taxes, water charges, ground rent, 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 said Shop/ Office/ Flat/ Unit by the Purchaser/s viz.

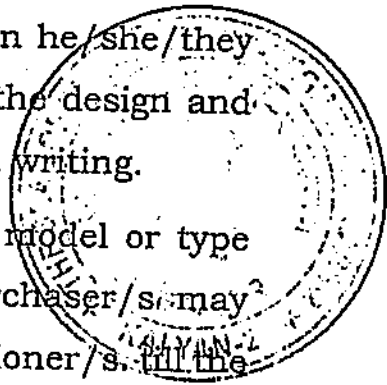
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THE DEVELOPERS

PURCHASER(S)

user for any purposes other than as stipulated herein;

- (xvi) Not to sub-let, transfer, assign or part with the Purchaser/s' interestor benefit in this Agreement for Sale or part with possession of the said Shop/ Office/ Flat/ Unit until all the dues payable by the Purchaser/s to the Developers under this Agreement for Sale are fully paid up and only if the Purchaser/s has/have not been guilty of breach or non-observance of any of the terms and conditions of this Agreement for Sale and until the Purchaser/s has/have given prior intimation in writing to the Developers in that behalf.
  - (xvii) The Purchaser/s shall not change the façade or decorate the exterior of the said Shop/ Office/ Flat/ Unit or make any alterations in the elevation and outside color scheme of the said premises without the prior written consent of the Developers or the said Society as the case may be.
  - (xviii) The external elevation of the New Building constructed is a work of, which rights are vested with the Developers. The Purchaser/s shall not alter or modify the external elevation of the New Building.
  - (xix) If the Purchaser/s desire/s to install grill/s to any of the windows in the said premises then he/she/they shall ensure that the grills are as per the design and position approved by the Developers in writing.
- 14.2 To install air conditioners of window model or type only at a designated place. The Purchaser/s may however install split unit/s of air conditioner/s. till the date of receipt of possession of the said Shop/ Office/ Flat/ Unit by the Purchaser/s from the Developers, the Purchaser/s shall not be entitled to sell and/or



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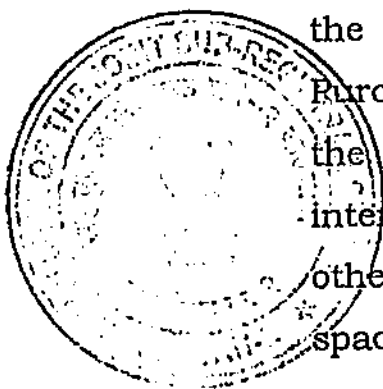
transfer his/her/its/their right, title, interest and benefits under this Agreement for sale to any third party without obtaining No Objection Certificate from the Developers.

14.3 NOT TO USE the refuge areas provided in the Building for any purpose whatsoever as the same is exclusively provided for a refuge in case of fire in the Building;

14.4 TO STRICTLY comply with the bye-laws, rules and regulations of the Society and applicable law and SHALL OBSERVE and perform and abide by all the stipulations and conditions laid down by the Society regarding the occupation and use of the said Premises and common area of the New Building and shall pay and contribute regularly and punctually towards the taxes and/or expenses and other outgoings in accordance with the bye-laws, rules and regulations of the Society;

15. GRANT/DEMISE/ASSIGNMENT:

Nothing contained in this Agreement for Sale is intended to be nor shall be construed as a grant, demise or assignment in law of the said Land and/or the New Building and/or any part thereof. The Purchaser/s shall have no claim save and except of the said Shop/ Office/ Flat/ Unit and undivided interest in the common areas and facilities limited or otherwise all open spaces including garden, parking spaces, lobbies, staircases, terraces, recreation spaces etc. until the said Land and the said New Building is handed over to the Society.



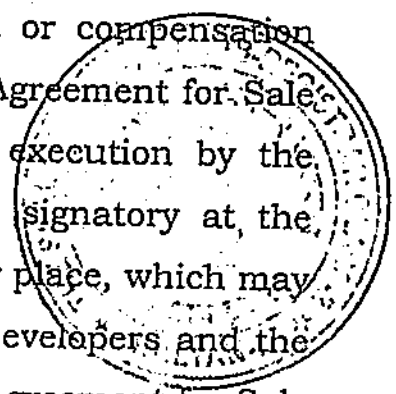
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THE DEVELOPERS

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PURCHASER(S)



16. **BINDING EFFECT:** Forwarding this Agreement for Sale to the Purchaser/s by the Developers does not create a binding obligation on the part of the Developers or the Purchaser/s until, firstly, the Purchaser/s signs and delivers this Agreement for Sale 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 Purchaser/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Developers. If the Purchaser/s fails to execute and deliver to the Developers this Agreement for Sale within 30 (thirty) days from the date of its receipts by the Developers and/ or appear before the Sub-Registrar for its registration as and when intimated by the Developers, then the Developers shall be entitled to serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the Purchaser/s, the Developers shall be entitled to treat the application of the Purchaser/s as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever. The execution of this Agreement for Sale shall be complete only upon its execution by the Developers through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developers and the Purchaser/s, in Kalyan. After the Agreement for Sale is duly executed by the Purchaser/s and the Developers or simultaneously with the execution the



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said Agreement for Sale, the same shall be registered at the office of the concerned Sub- Registrar. Hence this Agreement for Sale shall be deemed to have been executed at Kalyan.

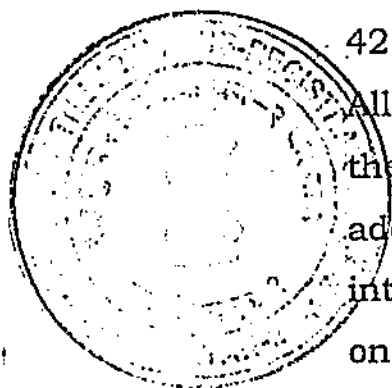
17. **DELAY OR FORBEARANCE- NOT A WAIVER:**

Any delay tolerated Or indulgence shown by the Developers in enforcing the terms of this Agreement for Sale or any forbearance or giving of time to the Purchaser/s by the Developers shallnot be construed as a waiver on the part of the Developers of any breach or non-compliance of any of the terms and conditions of this Agreement for Sale by the Purchaser/s nor shall the same in any manner prejudice the rights of the Developers.

18. **NOTICES:** All notices to be served on the Purchaser/s as contemplated by This Agreement for Sale shall be deemed to have been duly served if sent to the Purchaser/s, By Registered Post A.D./Under Certificate of Posting at his/her/its/their address specified below:-

F-202, Neelkanth Valley, Lal Chowky, Agra Road, Kalyan West, Dist - Thane, Maharashtra, Pin code - 421301.

All communications shall be sent by the Developers to the Purchaser/s whose name appears first and at the address given by him/her/it/them which shall for all intents and purposes to consider as properly served on all the Purchaser/s.



19	<b><u>COVENANTS IN RESPECT OF THIS AGREEMENT:</u></b>
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**COVENANTS IN RESPECT OF THIS AGREEMENT:**

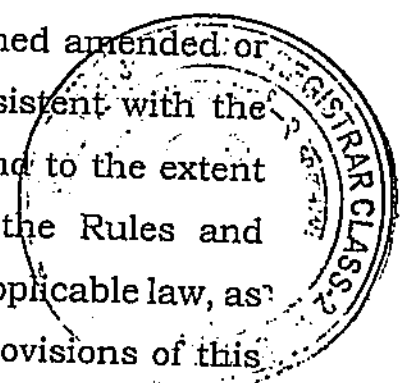
It is clearly understood and agreed by and between

*[Signature]*  
THE DEVELOPERS

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PURCHASER(S)

the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the New Building shall equally be applicable to and enforceable against any subsequent Purchaser/Transferee of the said Shop/ Office/ Flat/ Unit, in case of transfer, as the said obligations go along with the said Shop/ Office/ Flat/ Unit for all intents and purposes.

- b. This Agreement for Sale along with its Schedules and Annexure constitutes the entire Agreement for Sale between the parties hereto with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letters, correspondences, arrangements, whether written or oral, if any, between the parties in regards to the said Shop/ Office/ Flat/ Unit as the case may be.
- c. This Agreement for Sale may only be amended by written consent of the parties hereto.
- d. If any provision of this Agreement for Sale shall be determined to be void or unenforceable under the RERA or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement for Sale shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement for Sale and to the extent necessary to conform to RERA or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement for Sale shall remain valid and enforceable as applicable at the time of execution of this Agreement for Sale.

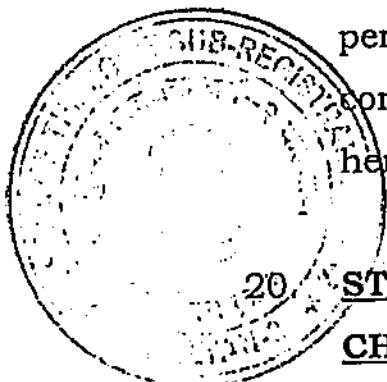


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THE DEVELOPERS

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PURCHASER(S)

e. The Purchaser(s) hereby declare/s that (a) he/she/they/it has gone through this Agreement and all the documents related to the Property; (b) has expressly understood the contents, terms and conditions of the same; and (c) the DEVELOPERS have entered into this Agreement with the Purchaser relying solely on the Purchaser(s) agreeing, undertaking and covenanting to strictly observe, perform, fulfil and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Purchaser to be observed, performed and fulfilled and complied with. Therefore, the Purchaser(s) hereby agrees, undertakes and covenants to indemnify, save, defend and keep harmless at all times hereafter, the DEVELOPERS and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Purchaser(s).



**STAMP DUTY, REGISTRATION, GST, TDS CHARGES:**

The charges towards stamp duty and registration of this Agreement shall be borne and paid by the Developers. In the event that the Developers have	
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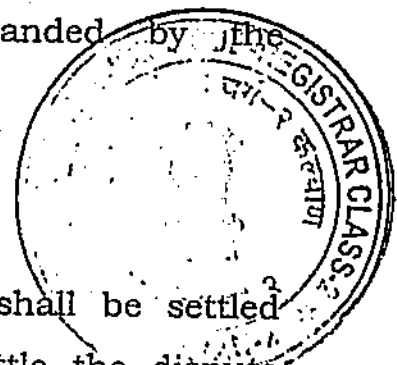
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taken the benefit of any statutory/government schemes, the Developers shall bear and pay the charges towards stamp duty and registration of this Agreement mandated by such schemes.

- ii. The Goods & Service Tax applicable at Existing 5% or the Applicable rate as per Govt. Rules & Regulations from time to time, on the Price Consideration of the said Flat mentioned hereinabove shall be borne and paid separately by the Purchaser herein.
- iii. The Tax Deducted at Source (TDS) which shall be applicable on the price consideration of the said flat shall be deducted and paid by the purchasers directly to government authorities and shall submit the copy of challan together with Form 16B for TDS credit as a proof of payments done.
- iv. The Development & Amenities Charges amounting to a Lumpsum Rs.6,00,000/- (Rupees Six Lakhs Only) on the said flat shall be paid, separately by the purchasers as and when demanded by the Developers.

21. **DISPUTE RESOLUTION:**

Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Regulatory Authority at Kalyan as per the provisions of RERA and the rules & regulations made thereunder.



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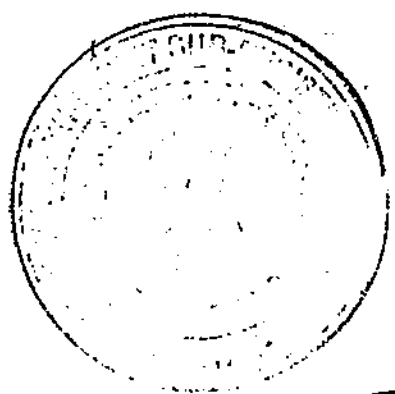
  
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22. JURISDICTION:

This Agreement for Sale and the rights, entitlements and obligations of the Parties under or arising out of this Agreement for shall be construed and enforced in accordance with the laws of India as applicable in Kalyan City, and the Courts of Competent Jurisdiction in Kalyan will have exclusive jurisdiction with respect to all matters pertaining to this Agreement for Sale.

23. GOVERNING LAW:

This Agreement for Sale shall always be subject to the provisions of RERA i.e. the Real Estate (Regulation and Redevelopment) Act, 2016 and the rules made there under.



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THE DEVELOPERS

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PURCHASER(S)

**THE SCHEDULE ABOVE REFERRED TO:****(Description of "the said Land")**

ALL THAT piece and parcel of land bearing 1290 sq. Mtrs. Survey No. 36 Hissa no 3/1 of Village Gandhare, Taluka Kalyan, within the limits of Municipal Corporation of Kalyan Dombivli in the registration District of Thane and bounded as follows:

On or towards EAST: Land owned by Raghunath  
Dharma Jadhav & Others

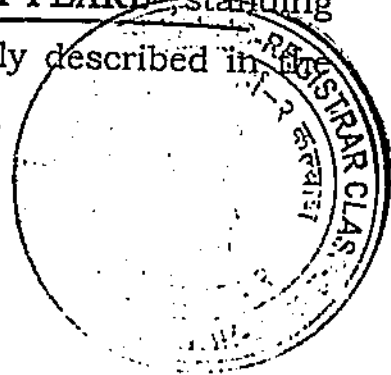
On or towards WEST: Land owned by Sukrya Ganpat  
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On or towards SOUTH: Survey No. 36, Hissa No. 4 and  
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On or towards NORTH: Survey No. 36 and Hissa No.  
1 and 4

**THE SECOND SCHEDULE ABOVE REFERRED TO****(Description of "the said Premises")**

The Flat bearing No.1204 admeasuring 53.41 Sq. Mts RERA Carpet Area, Balcony area and Architectural Projection area admeasuring 10.86 Sq. Mtrs appurtenant to the said Flat on Twelveth Floor in the building to be known as "SUVIAM PEARL", standing on the said Land more particularly described in the First Schedule hereinabove written.



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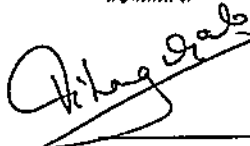
  
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IN WITNESS WHEREOF the parties hereto have caused this Agreement executed the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED DEVELOPERS:

M/s. LAXMI CONSTRUCTION CO. Through its PARTNERS,

1) MR. VIHANG JAYESH GALA





2) MR. SUNEKH NEMICHAND JAIN




SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED PUCHASER(S):

1) MR. SAIRAJ HAREKRISHNA TELI




2) ANJU OMPRAKASH DAHILE

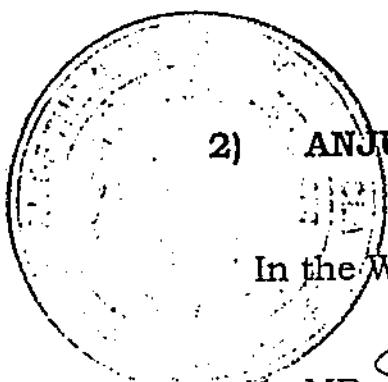
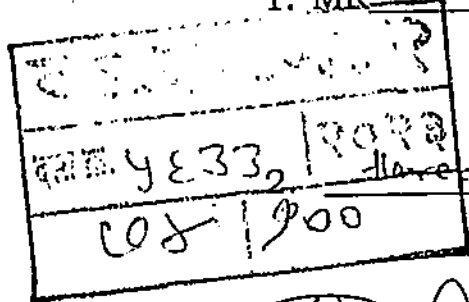
  




In the WITNESS of:

1. MR. 



  
THE DEVELOPERS

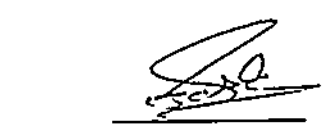
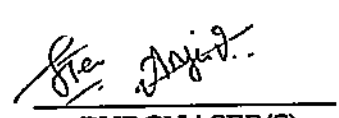
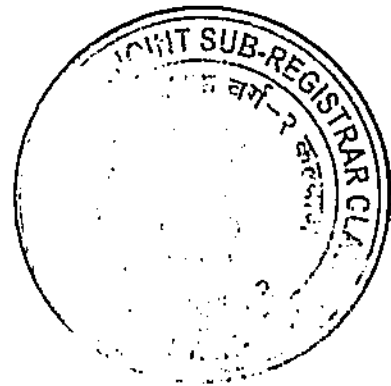
  
  
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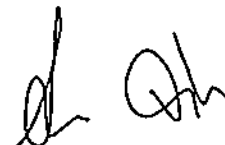


TABLE OF ANNEXURES

ANNEXURE	PARTICULARS
A	Copy of Commencement Certificate.
B	Title Certificate.
C	7/12 Extract of the said Land.
D	Copy of the Approved Plan.
E	Copy of the RERA Certificate.
F	Common Amenities and Facilities to be provided in the New Building.
G	Typical Floor Plan.
H	Redevelopment Agreement Index - 2
I	Power of Attorney



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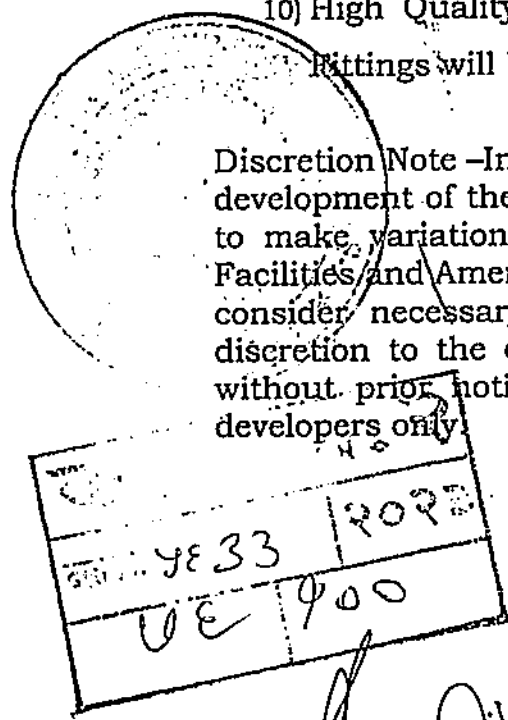
  
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**LIST OF INTERNAL AMENITIES IN FLAT**

- 1) Premium Grade Vitrified Tiles Flooring with modern/Italian design of Renowned Brands will be provided in the flat.
- 2) Granite Kitchen Platform and Service Platform with 304 Grade Stainless Sink together with Designer Wall Tiles on Platform Wall.
- 3) Provision for Water Purifier in Kitchen.
- 4) Premium Glazed Tiles of Reputed Brands in Full Height will be provided in Bathrooms and Toilets. Windows of Bath/W.C/Toilet shall have Aluminum Louvers.
- 5) Full Height Windows provided with Elegant Granite sills.
- 6) Powder coated finished Sliding windows with Glass of Saint Gobain / AIS or similar Brand shall be provided for windows.
- 7) Internal Walls of Gypsum/POP Finish with Durable Semi Acrylic paint of Reputed Brand shall be provided.
- 8) Concealed Electrical Points with Copper wiring of Polycab/Finolex/KEI etc. with ISI modular switches of renowned brands shall be provided.
- 9) Chromium Finished Bath Fittings of Brands like Plumber/Jaquar/Cera/Kerovit or similar with beautiful sanitary fittings shall be provided in each Bathroom & Toilets.
- 10) High Quality Durable Main Door with Decorative Door Fittings will be provided.

Discretion Note -In the Interest of continuous improvement and development of the building, The Developers reserve their right to make variation, alterations, or amendments in the above Facilities and Amenities, Specifications & Drawings as they may consider necessary in the interest of the development. The discretion to the change or alter any of the above amenities without prior notice or obligation, shall always remain with developers only.



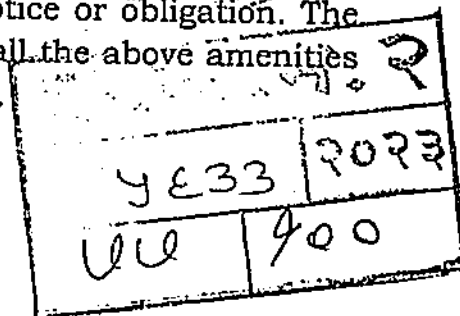
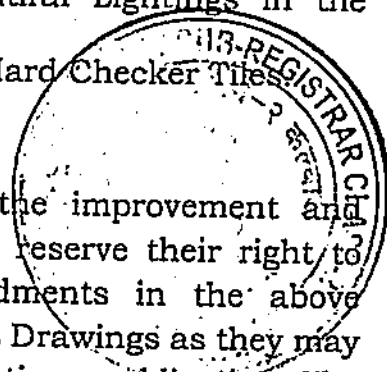
*[Signature]*  
 THE DEVELOPERS

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 PURCHASER(S)

**(B) EXTERNAL FACILITY :-**

- 1) The R.C.C structure with prevailing ISI Codes for Earthquake Resistance will be constructed.
- 2) Three High Speed Elevators of reputed make will be provided in the Building.
- 3) Fire Fighting Equipments, Rain Water Harvesting for Underground Water Recharge shall be provided as per prevailing norms of Competent Authorities.
- 4) Invertor Back up of Renowned Company shall be provided for Lift and Common Areas.
- 5) Outer Surface of Building shall be plastered with Refined Sand and Water Resistant Decorative Paint of Brands like Asian Paints, Dulux, Berger or similar quality shall be provided.
- 6) Grand Height Elegant and Decorative Entrance Lobby.
- 7) Underground Water Tank and Over Head Water Tank will be provided with standard ISI quality of Pumps for providing water.
- 8) Aesthetic Main Gates with beautiful Lightings in the Compound and paving area with Hard Checker Tiles.

Discretion Note - In the Interest of the improvement and development of Project, The Developers reserve their right to make variation, alterations, or amendments in the above Facilities and Amenities, Specifications & Drawings as they may consider necessary without any prior notice or obligation. The discretion to the change or alter any or all the above amenities shall always remain with developers only.



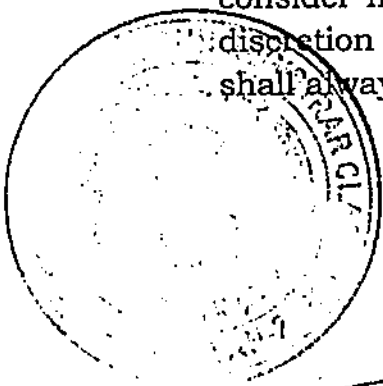
  
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 PURCHASER(S)

**(C) COMMON AMENITIES :-**

- 1) Walking Path on Roof Top
- 2) Yoga & Meditation Deck
- 3) Kids Play Area
- 4) Elderly Sitting Corner
- 5) Sand Game Zone
- 6) Telescope Deck
- 7) Community Hall
- 8) Mini - Gymnasium
- 9) Boxing Area
- 10) Carom Play
- 11) Chess
- 12) Cards Table

Discretion Note - In the Interest of the improvement and development of Project, The Developers reserve their right to make variation, alterations, or amendments in the above Facilities and Amenities, Specifications & Drawings as they may consider necessary without any prior notice or obligation. The discretion to the change or alter any or all the above amenities shall always remain with developers only.



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*[Handwritten Signature]*

THE DEVELOPERS

*[Handwritten Signature]*

PURCHASER(S)



## Maharashtra Real Estate Regulatory Authority

### REGISTRATION CERTIFICATE OF PROJECT

FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number : P51700030925

Project: **SUVIAM PEARL PHASE** Plot Bearing / CTS / Survey / Final Plot No.: **SURVEY NO.36, HISSA NO.3/4t Kalyan-Dombivall (M Corp.), Kalyan, Thane, 421301;**

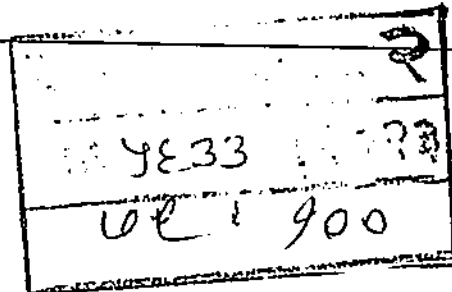
1. **Laxmi Construction Co** having its registered office / principal place of business at *Tehsil: Kalyan, District: Thane, Pin: 421301.*
2. This registration is granted subject to the following conditions, namely:-
  - The promoter shall enter into an agreement for sale with the allottees;
  - The 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 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 (I) of sub-section (2) of section 4 read with Rule 5;  
OR  
That entire of the amounts to be realised hereinafter by 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 for a period commencing from **29/09/2021** and ending with **31/12/2026** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
  - 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
3. 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.

Dated: 29/09/2021

Place: Mumbai

Signature valid  
Digitally Signed by  
Dr. Vasahat Prerchand Prabhu  
(Secretary, Maharashtra Real Estate Regulatory Authority)  
Date: 24-11-2021 18:30:32

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



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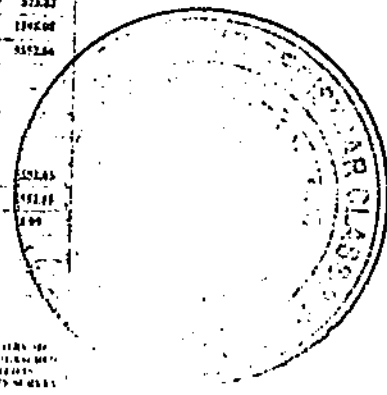
STAMP OF APPROVAL

OFFICE OF THE KALYAN DOMBIVLI MUNICIPAL CORPORATION, KALYAN. Building Permit No. 62/MC/TDP/OP/ED/2021-22/31/53. Date: 26/04/2022. SANCTIONED.



ASSISTANT DIRECTOR OF TOWN PLANNING, Kalyan Dombivli Municipal Corporation.

AREA STATEMENT table with columns for description and area in sq.m. It includes sections for 'Area of plot', 'Setback area', 'Internal road area', and 'Total area'.



CERTIFICATE OF AREA

Text block containing the certificate of area details and a signature line.

OWNER'S DECLARATION table with columns for name, address, and other details. Includes a signature and stamp.

Handwritten text and stamps including 'N. R.', '4833 2073', and '601900'.

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**KALYAN DOMBIVALI MUNICIPAL CORPORATION, KALYAN**

**APPENDIX 'D-1'**

**FORM FOR SANCTION OF BUILDING PERMISSION AND COMMENCEMENT CERTIFICATE**

To,  
Mr. Jayesh D Gala & Others  
POA. M/s. Laxmi Construction Company  
Architect:- Mr. Dhiraj Bharat Patil, Kalyan (W)  
Structural Engg:- Mr. Fakhri A. Hassamwala, Santacruz

Sir,

With reference to your application No.KDMC/2022/24601 Dated 09/12/2021 for the grant of sanction of Commencement Certificate under Section 44 of The Maharashtra Regional and Town Planning Act, 1966 read with Section 253 of Maharashtra Municipal Corporations Act, 1949 to carry out development work/ Building on, Survey No.36 Hissa no.3/1 Village - Gandhare situated at Kalyan west, the Revised Commencement Certificate /Building Permit is granted under Section 45 of the said Act, subject to the following conditions.

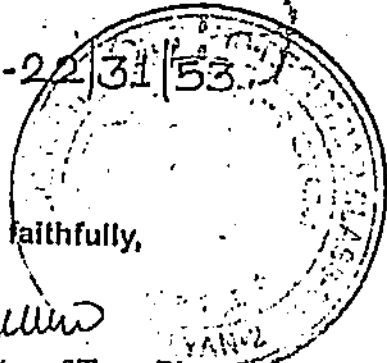
1. The land value in consequence of the enforcement of the set-back rule shall form part of the public street in future.
2. No new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy certificate is granted.
3. The Commencement Certificate/ Building permit shall remain valid for a period of one year commencing from the date of its issue unless the work is not commenced within the valid period.
4. This permission does not entitle you to develop the land which does not vest in you!

Office No. KDMC/TPD/BP/KD/2021-22/31/53

Office Stamp

Date : 26/04/2022

Yours faithfully,



*[Signature]*  
for Assistant Director of Town Planning  
Kalyan Dombivali Municipal Corporation, Kalyan



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कल्याण डोंबिवली महानगरपालिका  
नगर रचना विभाग  
अटी व शर्ती

सुधारीत बांधकाम-परवानगी क्र. K.D.M.C./T.P.D./B.P./K.D./2021-22/31/53

Dt 26/04/2022.

महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ चे कलम ४४ तसेच म.प्रा.व न.र. अधिनियम १९६६ चे कलम ४५ नुसार मौजे-गंधारे येथील स.नं.३६ हि.नं.३/१ येथील १२९०.०० चौ.मी. क्षेत्राच्या भूखंडावर ३६१६.३९ चौ.मी. चढई क्षेत्रास बांधकाम प्रारंभ प्रमाणपत्र प्रदान करण्यात आलेले आहे. सद्यस्थितीत UDCPR नुसार Basic FSI Premium FSI, TDR, Tenant FSI & Ancillary चा विचार करून एकूण ५५५२.६५ चौ.मी. बांधकाम क्षेत्राचा विकास करण्यासाठी केलेल्या दिनांक ०९/१२/२०२१ च्या अर्जास अनुसरून, खालील अटी व शर्तीस अधिन राहून तसेच नकाशावर हिरव्या रंगाने दुरुस्ती दाखविल्याप्रमाणे वाडेभिंतीच्या बांधकामासह, सुधारीत बांधकाम प्रमाणपत्र देण्यात येत आहे.

इमारत:- तळ मजला + पहिला मजला ते सोळावा मजला + सतरावा मजला (पै) + अठाववा मजला  
(Recreational Floor) (रहिवस + वाणिज्य)

१) एकत्रिकृत विकास नियंत्रण व प्रोत्साहन नियमावली (UDCPR) मधील विनियम क्र.२.८.३ नुसार प्रत्यक्ष जागेवर बांधकाम सुरु करणेपूर्वी बांधकाम मंजूरीचा फलक लावणे आपणांवर बंधनकारक राहिल.

२) UDCPR मधील विनियम क्र.१.५ Savings मध्ये नमूद a to h वाढत शासनाच्या वेळोवेळी निर्गमित होणाऱ्या मार्गदर्शक सूचना आपणांवर बंधनकारक राहिल.

३) बांधकाम चालू करण्यापूर्वी सात दिवस आधी महापालिका कार्यालयास लेखी कळविण्यात यावे.

४) UDCPR मधील Appendix-F नुसार वाडेभिंत व जोत्याचे बांधकाम झाल्यानंतर वास्तुशिल्पकाराचे प्रमाणपत्र महानगरपालिकेस सादर करण्यात यावे व त्यानंतरच पुढील बांधकाम करण्यात यावे.

५) सदर अभिन्यासात कोणत्याही प्रकारचा फेरफार पूर्व परवानगी घेतल्याशिवाय करू नये. तसे केल्याचे आढळून आल्यास सदरची विकास परवानगी रद्द समजण्यात येईल.

६) UDCPR मधील विनियम क्र. १२.१ ते १२.३ नुसार इमारतीच्या बांधकामाच्या सुरक्षिततेची (स्ट्रक्चरल सेफ्टी) जबाबदारी सर्वस्वी वास्तुशिल्पकार, Structural Engineer व परवानगीधारक यांचेवर राहिल, याची नोंद घ्यावी.

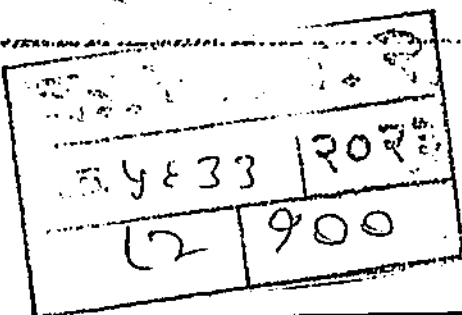
७) भूखंडाकडे जाण्या-येण्याच्या मार्गाची जबाबदारी संपूर्णपणे आपलेकडे राहिल. बांधकाम प्रारंभ प्रमाणपत्र नियोजित रस्त्याप्रमाणे दिले असल्यास त्या रस्त्याचे काम महानगरपालिकेच्या सोयी प्रमाणे व प्राधान्याप्रमाणे केले जाईल. व तसा रस्ता होईपर्यंत इमारतीकडे येणा-जाण्याचे मार्गाची जबाबदारी सर्वस्वी आपली राहिल.

८) जागेत जून माडेकर असल्यास त्यांच्यावाढत योग्य ती व्यवस्था करावयाची जबाबदारी राहिल व मालक भाडेकर यांचेमध्ये काही वाद असल्यास किंवा निर्माण झाल्यास त्याचे निराकरण मालकाने करणे आवश्यक राहिल.

९) सदर जागेत विहीर असल्यास ती संबंधित विभागाच्या परवानगी शिवाय बुजवू नये.

१०) सदर जागेत पाण्याचा नैसर्गिक निचरा होत असल्यास तो जलनिःसारण विभाग, (क.डों.म.पा.) च्या परवानगीशिवाय चळवू अथवा बंद करू नये.

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- ११) बांधकामाचे साहित्य रस्त्यावर टाकावयाचे झाल्यास महापालिकेच्या बांधकाम खात्याची परवानगी घेणे आवश्यक राहिल व त्याकरीता नियमाप्रमाणे लागणारी रक्कम (दंड झाल्यास त्यासह रक्कम) भरावी लागेल तसेच निरूपयोगी साहित्य महापालिका सांगेल त्या ठीकाणी स्वखर्चाने वाहून टाकणे आपणावर बंधनकारक राहिल.
- १२) सदर जागेत बांधकाम करण्याबाबत पूर्वीची बांधकाम परवानगी असेल तर ती या बांधकाम परवानगीमुळे अधिकमीत (Supersede) झाला असे समजण्यात यावे.
- १३) रेखांकन प्रस्तावातील सर्व भूखंड रस्ते, खुल्या जागा, यांची प्रस्तावित नकाशाप्रमाणे जागेवर आखणी भूमी अभिलेख यांचेमार्फत करून घ्यावी व त्यांचेकडील प्रमाणित मोजणी नकाशाची प्रत, बांधकाम प्रारंभप्रमाणपत्र दिल्या तारखेपासून एक वर्षाचे आत सादर करावी.
- १४) भूखंडातील आरक्षित भाग समतल करून व वाडेभिंतीचे बांधकाम करून तसेच विकास योजना रस्ते रितसर नोंदीकृत करारनामा व खरेदीखतासह क.डॉ.म.पा.स विनामूल्य हस्तांतरित करावे.
- १५) वापर परवाना दाखला घेण्यापूर्वी जलनिःसारण विभाग व मलनिःसारण विभाग, अग्निशमन विभाग, पाणी पुरवठा विभाग, उद्यान विभाग, क.डॉ.म.पा. यांचेकडील ना-हरकत दाखला बांधकाम नकाशासह सादर करणे आपणावर बंधनकारक राहिल.
- १६) जागेच्या मालकी हक्काबाबत काही वाद असल्यास अथवा निर्माण झाल्यास त्यांचे संपूर्ण निराकरण करण्याची जबाबदारी आपली राहिल.
- १७) ओल्या व सुक्या कचऱ्यासाठी स्वतंत्र कचराकुंड्यांची व्यवस्था करणे आपणावर बंधनकारक राहिल.
- १८) UDCPR मधील विनियम क्र. १३.२ नुसार ४००० चौ.मी. पेशा जास्त क्षेत्राच्या भूखंडावरील इमारतीत सौरऊर्जा उपकरणे बसवणे आपणांवर बंधनकारक राहिल.
- १९) UDCPR मधील विनियम क्र. १३.३ नुसार भूखंडावरील इमारतीत रेन वॉटर हार्वेस्टिंगबाबत अंमलबजावणी करणे आपणांवर बंधनकारक राहिल.
- २०) UDCPR मधील विनियम क्र. ३.१.४ नुसार रेल्वे विभागाकडील ना हरकत दाखला सादर करणे व त्यामधील अटी/बाबींचे पालन/पुर्तता करणे आपणावर बंधनकारक राहिल.
- २१) वापर परवाना दाखला घेणेपूर्वी महसूल विभागाकडून गौणखनिज स्वामित्वधन रक्कम शासनास जमा केलेबाबतचा ना हरकत दाखला सादर करणे आपणावर बंधनकारक राहिल.
- २२) वापर परवाना दाखल्यापूर्वी मा. जिल्हाधिकारी, यांचेकडील सनद सादर करणे आपणावर बंधनकारक राहिल.
- २३) UDCPR मधील विनियम क्र. १३.४ नुसार ग्रे-वॉटर रिसायकलिंग बाबत कार्यवाही करणे तसेच संबंधित विभागाचा ना हरकत दाखला सादर करणे आपणांवर बंधनकारक राहिल.
- २४) UDCPR मधील विनियम क्र. ३.१.५ नुसार पर्यावरण विभागाकडील सादर केलेल्या (Environmental Clearance) ना हरकत दाखल्या मधील अटी/बाबींचे पालन/पुर्तता करणे आपणावर बंधनकारक राहिल.
- २५) UDCPR मधील विनियम क्र. १३.५ नुसार घनकचरा व्यवस्थापना बाबत कार्यवाही करणे तसेच संबंधित विभागाचा ना हरकत दाखला सादर करणे आपणांवर बंधनकारक राहिल.
- २६) नकाशात हिरव्या रंगाने केलेल्या दुरुस्त्या आपल्यावर बंधनकारक राहतील.
- २७) इमारतीचे बांधकाम या सोबतच्या मंजूर केलेल्या नकाशाप्रमाणे आणि वरीलप्रमाणे घालून दिलेल्या अटीप्रमाणे करणे आपणावर बंधनकारक राहिल.

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२८) प्रकरणी दि.२९/०७/२०२१ रोजी देण्यात आलेल्या बांधकाम परवानगी मधील सर्व अटी व शर्ती आपणावर बंधनकारक राहिल.

२९) प्रकरणी दि.२९/७/२०२१ अन्वये प्रारंभ बांधकाम परवानगी देतेवेळी व आता सदरची सुधारीत बांधकाम परवानगी देतेवेळी आपणास फी चा भरणा करणेकामी प्रशासकीय ठरावाप्रमाणे देण्यात आलेल्या सुटीच्या अनुषंगाने पुढील टप्पे विहित मुदतीत भरणे आपणावर बंधनकारक राहिल.

३०) सदर प्रकरणी चुकीची व अपुर्ण माहिती दिली असल्यास सदर बांधकाम परवानगी रद्द समजण्यात येईल.

टिप:- UDCPR नुसार वरीलपैकी आपणास लागू असलेल्या अटीची पूर्तता करणे आपणावर बंधनकारक राहिल, याची नोंद घ्यावी.

इशारा:-मंजूर बांधकाम प्रस्तावाव्यतिरिक्त केलेल्या अनधिकृत फेरबदलांबाबत-आपण महाराष्ट्र प्रादेशिक नियोजन व नगररचना अधिनियम, १९६६ मधील कलम-५१ ते ५७ च्या तरतुदी नुसार दखलपात्र गुन्हास पात्र राहाल.

बांधकाम परवानगी अंतर्गत भरण्यात आलेल्या रकमेचा तपशिल:

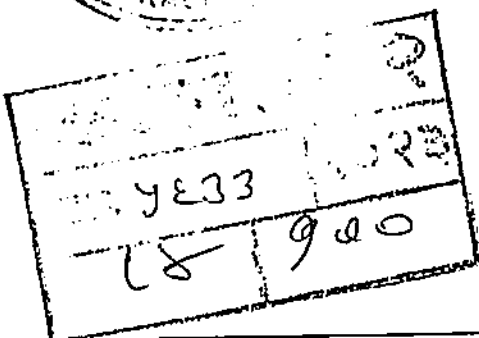
अ. क्र.	लेखाशिर्ष	एकुण रक्कम	पहिला टप्पा ४० टक्के	पावती क्र.	दिनांक	या पुर्वीचा एकुण भरणा तपशिल	शेरा
१	ARI 020101	९,२९,७६०	७,५१,६१५	FI04/3903	२०/४/२०२२	१०,०४,०६४	
३	ARI 020103	११,६७५	११,६७५	FI04/3903	२०/४/२०२२	२०,०००	
४	ARI 020104	१७,४२,४००	६,९६,९६०	FI04/3903	२०/४/२०२२	२४,७९,७६०	
५	ARI 020105	६,२४,०००	२,४९,६००	FI04/3903	२०/४/२०२२	-	
११	ASI 010304	५,८०,५००	५,८०,५००	FI04/3903	२०/४/२०२२	१०,८५,१००	
१२	ASI 010513	५,१५,०९७	२,०६,०३९	FI04/3903	२०/४/२०२२	१३,८५,१३८	
१३	ASI 010518	९,२९,७६०	९,२९,७६०	FI04/3905	२०/४/२०२२	२५,१०,१६०	
	Total	५३,३३,१९२	३४,२६,१४९	-		७४,७६,२२३	

SEAL OF  
KALYAN  
MUNICIPALITY  
Dist. Thane

सहाय्यक संचालक नगररचना, कल्याण  
कल्याण, डोंबिवली महापालिका, कल्याण.

प्रत:- १) कार्यालयिक व संकलक कडोमपा कल्याण  
२) प्रभाग क्षेत्र अधिकारी 'ब' प्रभाग क्षेत्र

Page NO.4/4



अदालत दिनांक : 12/07/2018

गाव नमुना सार

अधिकार अभिलेख पत्रिका

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

गाव :- गंधारे

तालुका :- कल्याण

जिल्हा :- ठाणे

शेवटचा फेरफार क्रमांक : 1290 व दिनांक : 12/03/2018

गट क्रमांक व उपविभाग : 36/3/1

गट क्रमांक व उपविभाग	मुधारणा पद्धती	भोगवटदाराचे नांव	क्षेत्र	आकार आणि व	पो.ख.	फ.फा	खाते क्रमांक
36/3/1	भोगवटदार घां -1						
शेतीचे स्थानिक नांव		क्षेत्र	आकार आणि व	पो.ख.	फ.फा	खाते क्रमांक	
शेन एकक	हे.आ.चौ.मी	गावेजगत को.अं.हं. सोसायटी -	0.11.20	2.36	0.01.70	(1121)	276
विषयद	0.11.20						कुळाचे नांव इतर अधिकार
यागायत	-						
वरी	-						
यस्का	-						
इतर	-						
एकूण क्षेत्र	0.11.20						
पोटछाव (सागवडीस अयोग्य)							
घां (अ)	0.01.70						
घां (ब)	-						
एकूण पो ख	0.01.70						
आकाराची	2.36						
झुडी किंवा विरोध आकाराची	-						
		(491),(562),(755),(1121),(1290)					सीमा आणि भुमापन चिन्हे

गाव नमुना सार

मिकाची नोंदवहा

( महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवहा ( तयार करणे व सुस्थितीत ठेवणे ) नियम, १९७१ यातील नियम २९ )

गाव :- गंधारे

तालुका :- कल्याण

जिल्हा :- ठाणे

शेवटचा फेरफार क्रमांक : 1290 व दिनांक : 12/03/2018

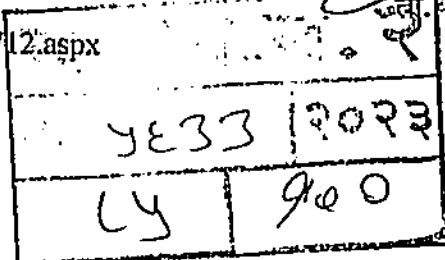
गट क्रमांक व उपविभाग : 36/3/1

वर्ष	हंगाम	पिकाखालील क्षेत्राचा तपशील									सागवडीसाठी उपलब्ध नसलेली जमीन	जल सिंचनाचे साधन	शेत
		मिश्र पिकाखालील क्षेत्र			निर्मळ पिकाखालील क्षेत्र			स्वरूप	क्षेत्र				
		मिश्रणाचा संकेत क्रमांक	जल सिंचित	अजल सिंचित	पिकाचे नाव	जल सिंचित	अजल सिंचित						
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
			हे.आ. चौ.मी	हे.आ. चौ.मी		हे.आ. चौ.मी	हे.आ. चौ.मी	हे.आ. चौ.मी		हे.आ. चौ.मी		हे.आ. चौ.मी	
2015-16	संपूर्ण वर्ष										आत	0.1120	
2016-17	संपूर्ण वर्ष										आत	0.1120	
2017-18	संपूर्ण वर्ष										आत	0.1120	

तलाठी सजा-कल्याण  
ज. कल्याण, जि. ठाणे

<http://10.195.33.67/eferfar2beta/PgHtml712.aspx>

7/12/2018



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# S. C. Legals

advocates & consultants

207, 2<sup>nd</sup> Floor, Agrawal Sadan, Ahilyabal Chowk, KALYAN (W) - 421301, Dist., THANE (MAH) INDIA, ☎ +91-251-2202255 ✉ mail@sclegals.in

Ref. No. SC/CA/2346/2021

Date: 30.08.2021

TO,  
MAHARASHTRA REAL ESTATE  
REGULATORY AUTHORITY (MAHARERA)  
BKC, HOUSEFIN BHAVAN, NEAR RBI,  
E BLOCK, BANDRA KURLA COMPLEX,  
BANDRA EAST, MUMBAI,  
MAHARASHTRA 400051

## LEGAL TITLE REPORT

Sub: Title clearance certificate with respect to Survey No. 36, Hissa No. 3/1, admeasuring 0H-12R-9P which is approximately 13885 sq. ft., situated at Village Gandhare, Tal. Kalyan, District Thane within the limits of Kalyan Dombivali Municipal Corporation (hereinafter referred as the "said Land").

- 1) We have investigated the title of the said Property on the request of **M/S. LAXMI CONSTRUCTION CO.**, having their address at Above Shop No. 8, above Maha Ratnaraj Jeweller Mond. All Chowk, Station Road, Kalyan (West), Taluka Kalyan, District Thane (the Developers) and following documents were perused i.e.:-
  - a) Description of the property: Plot admeasuring 0H-12R-9P entitled to members of PARIJAT Co-operative Housing Society Limited (hereinafter referred to as the 'said Land') occupying one building comprising of 26 flats and 10 commercial units (hereinafter referred to as the 'said Building') (the said Land and the said Building are hereinafter collectively referred to as the 'said Property');
  - b) The documents through which rights to the said Plot have been acquired by the Owner as below:
    - i. Copy of society registration certificate of Parijat Co-operative Housing Society Limited ("Said Society") bearing Registration no. T.N.A./K.L.N./HSG/[T.C.]/10719/1998-99/Year-1998 dated 19.02.1999.
    - ii. Copy of registered Deed of Conveyance dated 26<sup>th</sup> April 2011 between M/s. Shankeshwar Construction PVT. LTD. (therein referred to as the "Vendors") of the first part and 1. Shri. Dinesh Balwantrao Thakkar 2. Shri. Sunil Natwarlal Shukla (therein referred to as the "Owners") of the Second Part and Parijat Co-operative Housing Society Limited (therein referred to as the "Purchaser") of Third Part, registered before Sub-Registrar of Assurances at Kalyan-2 with registration no. 05705 of 2011;
    - iii. Copy of Re-development Agreement dated 05<sup>th</sup> October 2019 entered into by and between (i) M/s. Laxmi Construction Co. through partners 1) Shri. Jayesh Dunganishi Gala, 2) Shri. Vihang J. Gala and 3) Shri. Sunekh Nemichand Jain (therein referred to as the Developers) of the first part AND (ii) Parijat Co-operative Housing Society Ltd. of the second part (therein referred to as the said Society) second part AND (iii) Smt. Jayshree Anil Muley and 42 others members (the Members of the said Society, therein referred

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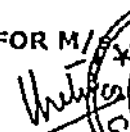


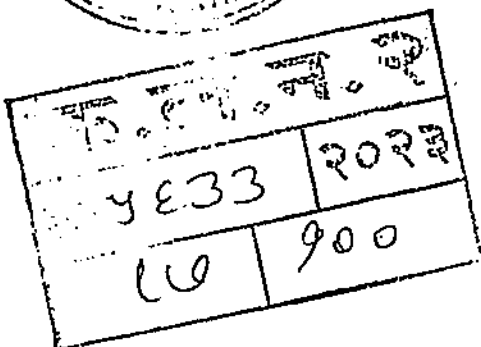
(to as The Existing Members) of Thlrd part, registered before the Sub-Registrar of Assurances at Kalyan -2 with registration no. Regn.no. 13448 of 2019;

- iv. Copy of registered Power of Attorney dated 05.10.2019 entered into by and between M/s. Laxmi Construction Co. through partners 1) Shri. Jayesh Dungarshi Gala, 2) Shri. Vihang J. Gala and 3) Shri. Sunekh Nemichand Jain (therein referred to as the Developers) of the first part AND Parijat Co-operative Housing Society Ltd. of the second part registered before the Sub-Registrar of Assurances at Kalyan with registration no. Regn.no. 13451 of 2019, the said Society has appointed M/S. Laxmi Construction Co. as its constituted attorney;
- v. 7/12 extract or property card shows that that the Survey no. 36, Hissa No. 3/1 consist of plot admeasuring 0H-12R-9P which stands in the name of Parijat Co-operative Housing Society Limited. Under Mutation entry no. 1290 the name of Parijat Co-operative Housing Society Limited has been brought on record in respect to the Said Land;
- vi. Search Report dated 10.08.2021 for 30 years from 1992 till 2021 issued by Mr. Sameer Kadam;
- 2) On perusal of the above mentioned documents and all other relevant documents relating to title of the Said Property, we are of the opinion that the title of Parijat Co-operative Housing Society Limited is clear, marketable and without any encumbrances and Parijat Co-operative Housing Society Limited is the Owner of the Said Plot i.e. Survey no. 36, Hissa No. 3/1, situated at village Gandhare, Tal. Kalyan, District Thane within the limits of Kalyan Dombivli Municipal Corporation.
- 3) Pursuant to the Re-development Agreement executed by the Society i.e. Parijat Co-operative Housing Society Limited, M/s. Laxmi Construction Co. has acquired the re-development rights to construct the new building(s) on the Said Property and sell the developer salable units constructed therein as agreed under the Re-development Agreement.

Encl: Annexure.

Date: 30.08.2021

FOR M/S. **S.C. LEGALS**  
  
**ADV. CHETAN D. AGRAWAL**  
PARTNER





# S. C. Legals

advocates & consultants

■ 207, 2<sup>nd</sup> Floor, Agrawal Sadan, Ahilyabal Chowk, KALYAN (W) - 421301. Dist.-THANE (MAH) INDIA. ☎ +91-251-2202255 ✉ mail@sclegals.in

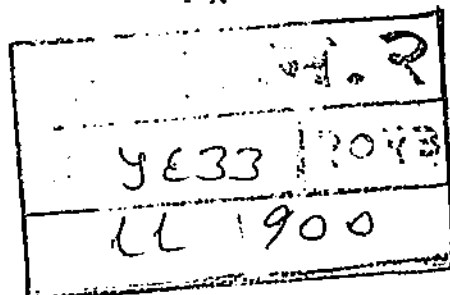
## FLOW OF THE TITLE OF THE SAID LAND

- 1) As per 7/12 extract issued shows that the Survey No. 36, Hissa No. 3/1, admeasuring OH-12R-9P, which stands in the name of Parijat Co-operative Housing Society Limited.
- 2) Online Search report for 30 years from taken from Sub-Registrar' office at the Sub-Registrar of Assurances at Kalyan it appears that the Said Property was acquired by the Parijat Co-operative Housing Society Limited vide Conveyance deed dated 26<sup>th</sup> April 2011 between M/s. Shankeshwar Construction PVT. LTD. (therein referred to as the "Vendors") of the first part and 1. Shri. Dinesh Balwantral Thakkar 2. Shri. Sunil Natwarlal Shukla (therein referred to as the "Owners") of the Second Part and Parijat Co-operative Housing Society Limited (therein referred to as the "Purchasers" of Third Part.
- 3) Parijat Co-operative Housing Society Ltd have all right, title and interest over the said Property which appears to be clear and marketable.
- 4) Further pursuant to the Re-development Agreement dated 05.10.2019 where in majority of the existing members have consented, M/s. Laxmi Construction Co. through partners 1) Shri. Jayesh Dungarshi Gala, 2) Shri. Vihang J. Gala and 3) Shri. Sunekh Nemichand Jain has acquired the re-development rights to construct the new building(s) on the said Property and sell the various salable units constructed therein.
- 5) There appears to be no Litigations pending on the said Land.

Date: 30.08.2021

FOR M/S. S.C. LEGALS

ADV. CHETAN D. AGRAWAL  
PARTNER



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तहसिलदार तथा कार्यकारी दंडाधिकारी कल्याण  
ता. कल्याण यांचे कार्यालय

क्र./महसूल/टे-२/जमीनबाब-१/रुपांतरणकर/एसआर- ७२/२०२०

दिनांक २/३/२०२०

प्रति,

परीजात सहकारी गृहनिर्माण संस्था मर्या यांचे कु.मु.धा  
मे. लक्ष्मी कन्स्ट्रक्शन कंपनी तर्फे  
श्री जयेश डुंगरशी गाला व इतर

विषय:- रुपांतरितकर (CONVERSION TAX) भरून घेणेबाबत.

मौजे, गंधारे ता. कल्याण जि.ठाणे

स.नं.	एकुणक्षेत्र (स.नं.प्रमाणे चौ.मी.)	रुपांतरित कर भरणा करावयाचेक्षेत्र (चौ.मी.)
३६/३/१	१२९०.००	१२९०.००
एकुण	१२९०.००	१२९०.००

संदर्भ :- १. महसूल व वन विभाग, मंत्रालय, मादामकामा मार्ग, हुतात्मा चौक, मुंबई  
४०० ०३२, यांचेकडील अधिसूचना दिनांक ५ जानेवारी, २०१७.

२. मा. जिल्हाधिकारीठाणे यांचेकडील पत्र क्र.महसूल/क-१/टे२/२/रु.कर/  
अ.आकारणी/परिपत्रक-०१/१७, दिनांक:- १६/०३/२०१७

३. आपण या कार्यालयात रुपांतरित कर भरणेकामी केलेला अर्ज.

महसूल व वन विभाग, महाराष्ट्र शासन यांनी निर्गमित केलेल्या महाराष्ट्र जमीन महसूल संहिता (सुधारणा) अध्यादेश - २०१७ मध्ये महाराष्ट्र जमीन महसूल अधिनियम १९६६ चे कलम ४२ ब (१) नुसार कलम ४२, ४२अ, ४४ मधील ४४ अ या मध्ये काहीही अंतर्भूत असले तरी, महाराष्ट्र प्रादेशिक नियोजन व नगररचना अधिनियम, १९६६ याच्या तरतुदीनुसार कोणत्याही क्षेत्रामध्ये अंतिम विकास योजना प्रसिध्द केल्यावर, सर पोस्ट कलम (२) मध्ये तरतुद केल्याप्रमाणे रुपांतरण कर, अकृषिक आकारणी आणि लागू असले तथे, नसल्या किंवा अधिमुल्य, किंवा इतर शासकीय देणी यांचा भरणा केला असेल तर, अशा क्षेत्रात समाविष्ट असलेल्या कोणत्याही जमिनीचा वापर हा अशा विकास योजनेतील वाटप, आरक्षण किंवा निर्देशन, या स्वस्वप्राप्त दर्शविलेल्या वापरात रुपांतरित करण्यांत आले असल्याचे मानण्यात येईल असे नमुद आहे व त्याअनुषंगाने अशा क्षेत्रात रुपांतरण कर आणि त्या विकास योजनेत दर्शविलेल्या वापराच्या आधारे अशा जमिनीची अकृषिक आकारणी निश्चित करण्यात यावी असे निर्देश देण्यात आलेले आहेत. त्यानुसार व मा. जिल्हाधिकारी ठाणे

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कार्यालय पत्ता :- दिवाणी न्यायालयासमोर, रेल्वे स्टेशन जवळ, ता. कल्याण, जि. ठाणे. पिन कोड - ४२१ ३०९.  
संपर्क क्र. ०२५१ - २३१५१२४ ■ ई-मेल : tahkalyan@gmail.com

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यांचेकडील दिनांक १६/०३/२०१७ रोजीचे परिपत्रकान्वये दिलेल्या सुचनांप्रमाणे आपण विनंती केलेल्या विषयांकीत जमीन मिळकतीची खालील रुपांतरीत कराची रक्कम आपणास कळविण्यात येत आहे.

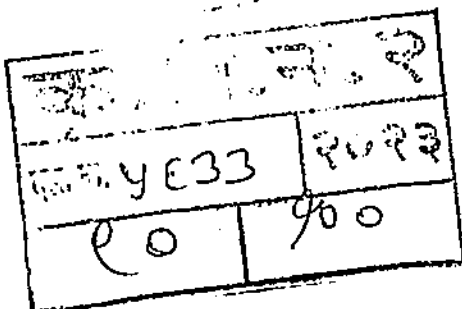
सदर रुपांतरीत कराची रक्कम ही महाराष्ट्र जमीन महसूल अधिनियम १९६६ चे कलम १५७ मधील तरतुदींना अधीन राहून उपलब्ध कागदपत्र, कल्याण डोंबिवली महानगरपालिका कल्याण यांचेकडील झोनबाबतचे पत्र, त्यामध्ये नमुद असलेली टिप व आपले प्रतिज्ञापत्र यांस अधिन राहून भरून घेण्यात येत आहे. सदर जागेचा वापर जमीन मालकाकडून होतो अथवा अन्य कोणाकडून होतो याबाबतची जबाबदारी महसूल खात्याची नसेल. तसेच सदरचा रुपांतरीत कर नियोजन प्राधिकारी यांचेकडील झोन दाखल्यानुसार फक्त रहिवास प्रयोजनासाठी भरून घेण्यात येत आहे. त्यामुळे महाराष्ट्र जमीन महसूल संहिता १९६६ चे कलम ४२ ब नुसार भविष्यात नियोजन प्राधिकारी यांचेकडून विषयांकीत मिळकतीबाबत बांधकाम परवानगी प्राप्त करून घेतल्यानंतर मंजूर नकाशानुसार अतिरीक्त रुपांतरीत कर परीगणीत झाल्यास त्याचा भरणा करणे आपणावर बंधनकारक असेल. तसेच विषयांकीत मिळकतीवर नियोजन प्राधिकारी यांचेकडील मंजूर नकाशानुसार बांधकाम करणे आपणावर बंधनकारक असेल. तथापि, सदर रुपांतरीत कराची रक्कम शासन जमा केलेचे नंतर भविष्यांत उक्त जमीन मिळकतीचे मालकीसंदर्भात कोणताही वाद किंवा कोणतीही न्यायालयीन बाब उद्भवल्यास त्यांची सर्वस्वी जबाबदारी आपली असेल.

अ.क्र.	गावाचे नांव	स.नं.	एकुण क्षेत्र (चौ.मी.)	गावचा दर	रुपांतरीत कराची रक्कम
१.	गंधारे	३६/३/१	१२९०.००	०.०६	
एकुण					४६४.४०/-

वरीलप्रमाणे रुपांतरण कराची आपण चलनाद्वारे शासनजमा करावी सदर रक्कम आपण शासनास भरणा केल्यानंतर तसेच नियोजन प्राधिकारी यांचेकडून बांधकामाबाबत परवानगी (IOD/CC) प्राप्त केल्यानंतर १) जमिनीचे अद्यावत गाव नमुना नं.७/१२ उतारे २) बांधकाम परवानगीच्या प्रमाणपत्राची प्रतीसह मा.जिल्हाधिकारी ठाणे यांचे कार्यालयात सनद मिळणेकामी अर्ज करावा.



(दोपक आकार)  
तहसिलदार कल्याण





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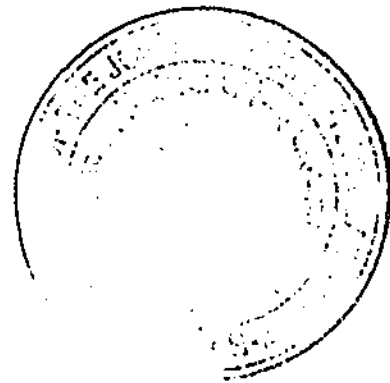


4993-1264

GRN MH012973927 201920M		BARCODE		Date	05/03/2020-11:49:34	Form ID
Department Revenue Department				Payer Details		
Type of Payment Land and Revenue Miscellaneous				TAX ID / TAN (If Any)		
Office Name TAHSILDAR KALYAN				PAN No.(If Applicable)		
Location THANE				Full Name		
Year 2019-2020 One Time				Parijat Co Op Hsg Soc Ltd POA Ms Laxmi Const Jayesh D Gela and other		
Account Head Details		Amount In Rs.		Flat/Block No.		
0029166601 Amount Of Tax		465.00		Premises/Building		
				Road/Street		
				Area/Locality		
				Town/City/District		
				PIN		
Remarks (If Any)				Conversion Tax Village Gandhare S No 36/3/1 Area 1290.00 Sq Mtrs		
Total		465.00		Amount In Words		
Payment Details				FOR USE IN RECEIVING BANK		
Cheque/DD No.		Bank CIN		Ref. No.		CPAABJUVG6
Name of Bank		Bank Date		RBI Date		Not Verified with RBI
Name of Branch		Bank-Branch		STATE BANK OF INDIA		
				Scroll No. , Date		

Department ID :

Mobile No. 1234567890



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सूची क्र.2

दुय्यम निबंधक : सह दु.नि. कल्याण 2

दस्ता क्रमांक : 13448/2019

नोदंणी :

Regn:63m

गावाचे नाव : गंधारे

(1)विलेखाचा प्रकार	विकासनकारनामा
(2)भोवदला	25573500
(3) वाजारभाव(भाडेपट्ट्याच्या वाचतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	51043000
(4) भू-भाषण,पोटहिस्ता व घरक्रमांक (असल्यास)	1) पालिकेचे नाव:कल्याण-डोंबिवली इतर वर्णन ; इतर माहिती: मौजे गंधारे सर्व्हे नं.36/3/1 क्षेत्र 0-12-9 हे आर प्रती म्हणजे 1290 चौरस मीटर आकार 2.36 रु. व त्यावरील पारिजात को ऑप हीसींग सोसायटीची इमारत.(मुद्रांक जिस्थाधिकारी ठाणे शहर यांचे कडील जा.क्र.अभिनिर्णय प्र.क्र.496/19/10744/2019 दि.19/09/2019 अन्वये मुद्रांक शुल्क वसूल) ( ( Survey Number : 36/3/1 ; ) )
(5) क्षेत्रफळ	1) 1290 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-पारिजात सहकारी गृह निर्माण संस्था तर्फे अध्यक्ष भोतीलाल सिताराम विरारी . . वय:-49; पत्ता:-प्लॉट नं. ., माळा नं. ., इमारतीचे नाव: पारिजात सोसा., वारावे रोड, गंधारी, ता.कल्याण, ब्लॉक नं. ., रोड नं. ., महाराष्ट्र, ठाणे. पिन कोड:-421301 पॅन नं:-AIOPB3834D 2): नाव:-पारिजात सहकारी गृह निर्माण संस्था तर्फे सचिव दिलीप आण्णा कांवळे . . वय:-53; पत्ता:-प्लॉट नं. ., माळा नं. ., इमारतीचे नाव: पारिजात सोसा., वारावे रोड, गंधारी, ता.कल्याण, ब्लॉक नं. ., रोड नं. ., महाराष्ट्र, ठाणे. पिन कोड:-421301 पॅन नं:-BDXPK8306C 3): नाव:-पारिजात सहकारी गृह निर्माण संस्था तर्फे खजिनदार चंद्रभान शिवाजी रंगारी . . वय:-72; पत्ता:-प्लॉट नं. ., माळा नं. ., इमारतीचे नाव: पारिजात सोसा., वारावे रोड, गंधारी, ता.कल्याण, ब्लॉक नं. ., रोड नं. ., महाराष्ट्र, ठाणे. पिन कोड:-421301 पॅन नं:-AELPR7283R 4): नाव:-जयश्री अनिल मुळे . . वय:-52; पत्ता:-प्लॉट नं. ., माळा नं. ., इमारतीचे नाव: पारिजात सोसा., वारावे रोड, गंधारी, ता.कल्याण, ब्लॉक नं. ., रोड नं. ., महाराष्ट्र, ठाणे. पिन कोड:-421301 पॅन नं:-BCXPM8697K 5): नाव:-जनार्दन धी क्षिरसागर . . वय:-76; पत्ता:-प्लॉट नं. ., माळा नं. ., इमारतीचे नाव: पारिजात सोसा., वारावे रोड, गंधारी, ता.कल्याण, ब्लॉक नं. ., रोड नं. ., महाराष्ट्र, ठाणे. पिन कोड:-421301 पॅन नं:-BAJPK4606A 6): नाव:-संगिता रमेश चव्हाण . . वय:-50; पत्ता:-प्लॉट नं. ., माळा नं. ., इमारतीचे नाव: पारिजात सोसा., वारावे रोड, गंधारी, ता.कल्याण, ब्लॉक नं. ., रोड नं. ., महाराष्ट्र, ठाणे. पिन कोड:-421301 पॅन नं:- 7): नाव:-दिलीप आण्णा कांवळे . . वय:-53; पत्ता:-प्लॉट नं. ., माळा नं. ., इमारतीचे नाव: पारिजात सोसा., वारावे रोड, गंधारी, ता.कल्याण, ब्लॉक नं. ., रोड नं. ., महाराष्ट्र, ठाणे. पिन कोड:-421301 पॅन नं:-BDXPK8306C 8): नाव:-रामचंद्र एस शर्मा . . वय:-65; पत्ता:-प्लॉट नं. ., माळा नं. ., इमारतीचे नाव: पारिजात सोसा., वारावे रोड, गंधारी, ता.कल्याण, ब्लॉक नं. ., रोड नं. ., महाराष्ट्र, ठाणे. पिन कोड:-421301 पॅन नं:-BUXPS1568R 9): नाव:-चंद्रभान शिवाजी रंगारी . . वय:-78; पत्ता:-प्लॉट नं. ., माळा नं. ., इमारतीचे नाव: पारिजात सोसा., वारावे रोड, गंधारी, ता.कल्याण, ब्लॉक नं. ., रोड नं. ., महाराष्ट्र, ठाणे. पिन कोड:-421301 पॅन नं:-AELPR7283R 10): नाव:-इंद्रायणी अमृतराव शिवदास . . वय:-63; पत्ता:-प्लॉट नं. ., माळा नं. ., इमारतीचे नाव: पारिजात सोसा., वारावे रोड, गंधारी, ता.कल्याण, ब्लॉक नं. ., रोड नं. ., महाराष्ट्र, ठाणे. पिन कोड:-421301 पॅन नं:-AMVPS4945H 11): नाव:-महेश अमृतराव शिवदास . . वय:-43; पत्ता:-प्लॉट नं. ., माळा नं. ., इमारतीचे नाव: पारिजात सोसा., वारावे रोड, गंधारी, ता.कल्याण, ब्लॉक नं. ., रोड नं. ., महाराष्ट्र, ठाणे. पिन कोड:-421301 पॅन नं:-AQSPS6630C 12): नाव:-पुंडलीक धी मोतीराळे . . वय:-29; पत्ता:- . ., पारिजात सोसा., वारावे रोड, गंधारी, ता.कल्याण, . ., आगाई, MAHARASHTRA, THANE, Non-Government. पिन कोड:-421301 पॅन नं:-AVLPM2721Q 13): नाव:-आनंद पुंडलीक मोतीराळे . . वय:-44; पत्ता:- . ., पारिजात सोसा., वारावे रोड, गंधारी, ता.कल्याण, . ., आगाई, MAHARASHTRA, THANE, Non-Government. पिन कोड:-421301 पॅन नं:-AWKPM9591N

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- 36): नाव:-उस्मान शफी इब्राहीम खाटीक . . वय:-69; पत्ता:-प्लॉट नं: . , माळा नं: . , इमारतीचे नाव: पारिजात सोसा., वारावे रोड, गंधारी, ता.कल्याण, ब्लॉक नं: . , रोड नं: . , महाराष्ट्र, ठाणे. पिन कोड:-421301 पॅन नं:-EBEPS7482D
- 37): नाव:-संजय सिवाराम विरारी . . वय:-44; पत्ता:-प्लॉट नं: . , माळा नं: . , इमारतीचे नाव: पारिजात सोसा., वारावे रोड, गंधारी, ता.कल्याण, ब्लॉक नं: . , रोड नं: . , महाराष्ट्र, ठाणे. पिन कोड:-421301 पॅन नं:-AIOPB3832F
- 38): नाव:-वैभव यशवंत अत्तरदे . . वय:-32; पत्ता:-प्लॉट नं: . , माळा नं: . , इमारतीचे नाव: पारिजात सोसा., वारावे रोड, गंधारी, ता.कल्याण, ब्लॉक नं: . , रोड नं: . , महाराष्ट्र, ठाणे. पिन कोड:-421301 पॅन नं:-ASZPA9094M
- 39): नाव:-यशवंत धोंडू अत्तरदे . . वय:-67; पत्ता:-प्लॉट नं: . , माळा नं: . , इमारतीचे नाव: पारिजात सोसा., वारावे रोड, गंधारी, ता.कल्याण, ब्लॉक नं: . , रोड नं: . , महाराष्ट्र, ठाणे. पिन कोड:-421301 पॅन नं:-ABAPA3851A
- 40): नाव:-सुशिला यशवंत अत्तरदे . . वय:-59; पत्ता:-प्लॉट नं: . , माळा नं: . , इमारतीचे नाव: पारिजात सोसा., वारावे रोड, गंधारी, ता.कल्याण, ब्लॉक नं: . , रोड नं: . , महाराष्ट्र, ठाणे. पिन कोड:-421301 पॅन नं:-ABAPA3852D
- 41): नाव:-पुष्पा शामराव देसाई . . वय:-51; पत्ता:-प्लॉट नं: . , माळा नं: . , इमारतीचे नाव: पारिजात सोसा., वारावे रोड, गंधारी, ता.कल्याण, ब्लॉक नं: . , रोड नं: . , महाराष्ट्र, ठाणे. पिन कोड:-421301 पॅन नं:-ALQPD0567J
- 42): नाव:-कमलादेवी रमेश कनोजीया . . वय:-41; पत्ता:-. , पारिजात सोसा., वारावे रोड, गंधारी, ता.कल्याण, . , , आगाई, MAHARASHTRA, THANE, Non-Government. पिन कोड:-421301 पॅन नं:-BTLPK6800K
- 43): नाव:-प्रताप शांतिाराम मोरे . . वय:-57; पत्ता:-प्लॉट नं: . , माळा नं: . , इमारतीचे नाव: पारिजात सोसा., वारावे रोड, गंधारी, ता.कल्याण, ब्लॉक नं: . , रोड नं: . , महाराष्ट्र, ठाणे. पिन कोड:-421301 पॅन नं:-AJYPM4159P
- 44): नाव:-कमल प्रताप मोरे . . वय:-47; पत्ता:-प्लॉट नं: . , माळा नं: . , इमारतीचे नाव: पारिजात सोसा., वारावे रोड, गंधारी, ता.कल्याण, ब्लॉक नं: . , रोड नं: . , महाराष्ट्र, ठाणे. पिन कोड:-421301 पॅन नं:-ALZPM6392D

(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता

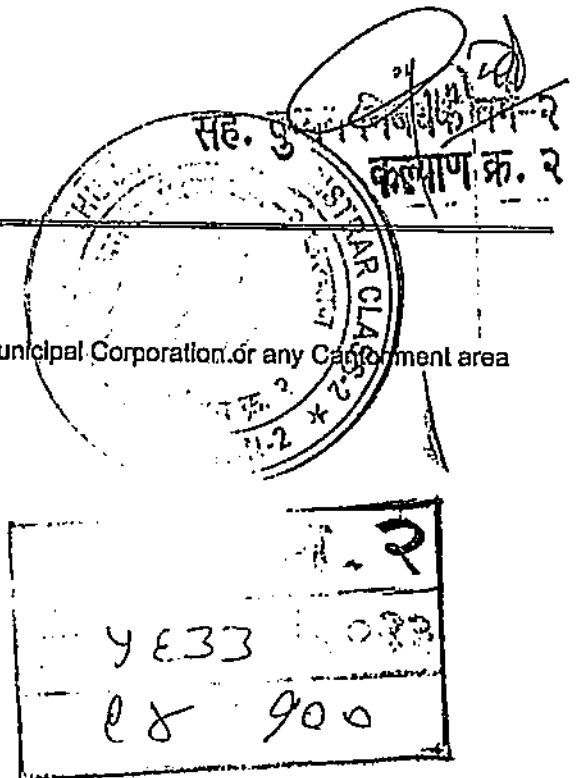
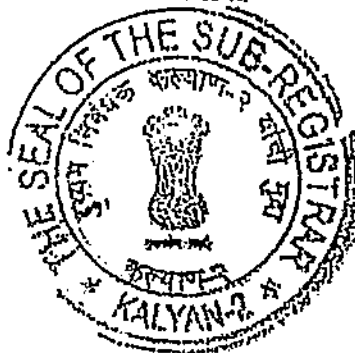
- 1): नाव:-मे.लक्ष्मी कन्स्ट्रक्शन कं.तर्फे भागिदार जयेश हुंगरशी गाला . . वय:-58; पत्ता:-प्लॉट नं: . , माळा नं: . , इमारतीचे नाव: महा रतनराज ज्वेलर्स, पुष्परज हॉटेल समोर, स्टेशन रोड, कल्याण, ब्लॉक नं: . , रोड नं: . , महाराष्ट्र, ठाणे. पिन कोड:-421301 पॅन नं:-AAGFL0077N
- 2): नाव:-मे.लक्ष्मी कन्स्ट्रक्शन कं.तर्फे भागिदार विहंग जयेश गाला . . वय:-31; पत्ता:-प्लॉट नं: . , माळा नं: . , इमारतीचे नाव: महा रतनराज ज्वेलर्स, पुष्परज हॉटेल समोर, स्टेशन रोड, कल्याण, ब्लॉक नं: . , रोड नं: . , महाराष्ट्र, ठाणे. पिन कोड:-421301 पॅन नं:-AAGFL0077N
- 3): नाव:-मे.लक्ष्मी कन्स्ट्रक्शन कं.तर्फे भागिदार सुनेख नेमीचंद जैन . . वय:-34; पत्ता:-प्लॉट नं: . , माळा नं: . , इमारतीचे नाव: महा रतनराज ज्वेलर्स, पुष्परज हॉटेल समोर, स्टेशन रोड, कल्याण, ब्लॉक नं: . , रोड नं: . , महाराष्ट्र, ठाणे. पिन कोड:-421301 पॅन नं:-AAGFL0077N

(9) दस्तऐवज करून दिल्याचा दिनांक	05/10/2019
(10)दस्त नोंदणी केल्याचा दिनांक	07/10/2019
(11)अनुक्रमांक,खंड व पृष्ठ	13448/2019
(12)वाजारभावाप्रमाणे मुद्रांक शुल्क	2552250
(13)वाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-:

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



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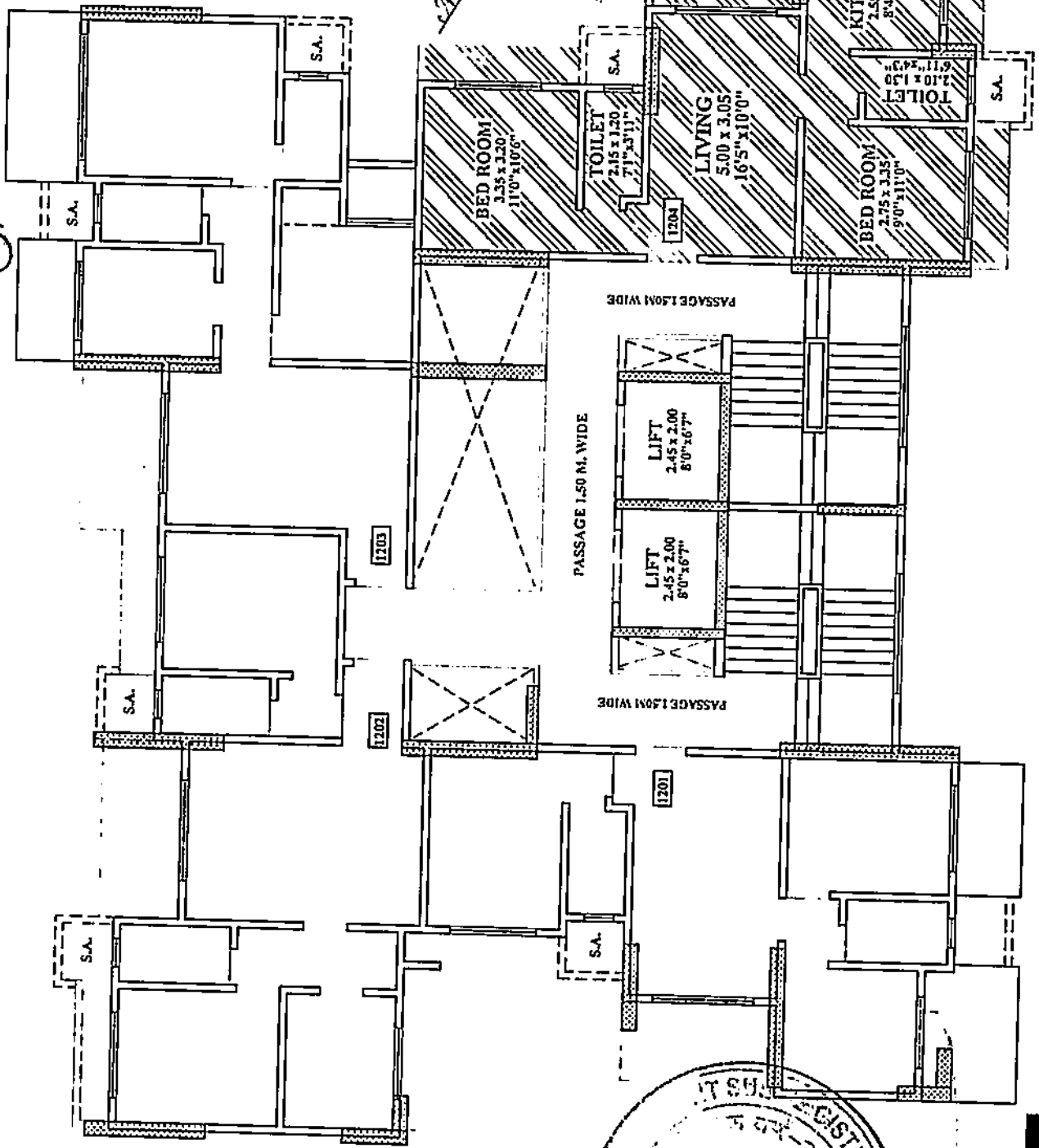


*Handwritten notes:*  
10/9/24  
S.A.  
10/1/24

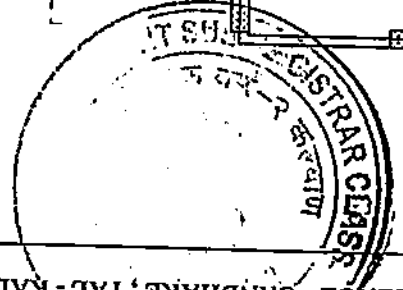
*Handwritten note:*  
A/B



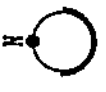
# TWELVETH FLOOR PLAN



PROPOSED BUILDING ON PLOT BEARING S. NO. 36, H. NO. 3/1,  
AT VILLAGE - GANDHARE, TAL - KALYAN, DIST. THANE.



NOT TO SCALE



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Date - \_\_\_\_\_

FROM:-  
**MR. SAIRAJ HAREKRISHNA TELI,**  
**ANJU OMPRAKASH DAHILE,**  
 Add :- F-202, Neelkanth Valley,  
 Lal Chowky, Agra Road, Kalyan  
 West, Dist - Thane,  
 Maharashtra, Pin code - 421301

To,  
 M/S. LAXMI CONSTRUCTION CO.  
 THE DEVELOPERS,  
 SUVIAM PEARL, SAI CHOWK,  
 KHADAKPADA, KALYAN WEST.

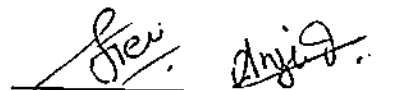
SUBJECT - MY IRREVOCABLE CONSENT LETTER

Dear Sirs,

Ref- Agreement for Sale entered into between yourself/s on one hand and myself/ourselves on the other hand and registered with the Sub-Registrar of Kalyan, in respect of Flat no. 1204 ("the said Unit"), on the Twelveth Floor of the building known as SUVIAM PEARL, Sai Chowk, Barawe road, Khadakpada, Kalyan West 421301., being constructed on the plot of land bearing Survey no. 36/3/1 of the GANDHARE Village in the Jurisdiction of Kalyan Dombivli Municipal Corporation.

By the captioned Agreement for Sale, you have sold to Me/us the said captioned unit for the price and on the terms and conditions mentioned therein in the Agreement for Sale.

Further you have informed Me/us and showed the plans of G+21 that you propose to amend in future the plans, designs and specifications of the building known as SUVIAM PEARL, hereinafter referred to as the said Building, by utilizing the future development potential of the said building in respect of Increase in FSI / Premium FSI, TDR, fungible FSI, any Incentives, to be availed under Development Control Rules granted by the Kalyan Dombivli Municipal Corporation from time to time in future.

  
 \_\_\_\_\_  
**MR. SAIRAJ HAREKRISHNA TELI**  
**ANJU OMPRAKASH DAHILE**

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1204	

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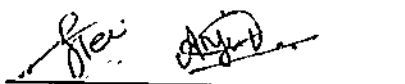
You will propose plans to construct Ground + 21 Floors on the said building by amending the plans and getting approvals from the Kalyan Dombivli Municipal Corporation as and when you deem fit in future.

We are fully satisfied about the plans shown by you and hereby give my/our full and irrevocable consent for your getting the proposed amended plans mentioned herein above to be approved from the Kalyan Dombivli Municipal Corporation, for your carrying out the development & construction of the said building as per the said amended plans, and for your availing the development potential by utilizing the future development potential of the said building in respect of Increase in FSI / Premium FSI, TDR, Fungible FSI, any Incentives, any FSI etc, under Development Control Rules granted by the Kalyan Dombivli Municipal Corporation from time to time in future.

The aforesaid consent shall for all purposes be treated as my/our consent under the provisions of sections 7(1) (i) and (ii) and relevant sections of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer Act 1963 and sections 14(1) (i) and (ii) and relevant sections of the Real Estate Regulation and Development Act, 2016.

I/We in confirmation thereof grant clear, express, unequivocal and irrevocable consent for the same and shall not raise any objection, claims, any kind compensation, hindrance and obstruction to your the rights of further Development and construction on the said building. This consent shall equally be applicable to and enforceable against any subsequent Purchasers of the said unit, in case of a transfer/sell, as the said obligations go along with the said unit for all intents and purposes.

I/WE HEREBY CONSENT,



**MR. SAIRAJ HAREKRISHNA TELI**  
**ANJU OMPRAKASH DAHILE**



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2019





आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

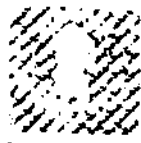
SAIRAJ HAREKRISHNA TELI

HAREKRISHNA KAKAJI TELI

02/08/1993

Permanent Account Number  
AOQPT9089J

*Sairaj*  
Signature



28112011

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

ANJU OMPRAKASH DAHILE

OMPRAKASH BHAGWAN DAHILE

04/04/1997

Permanent Account Number  
COJPD6410E

*Anju*  
Signature



03020305

*Sairaj*

*Anju*

*Vihang*

आयकर विभाग  
INCOME TAX DEPARTMENT  
LAWJI CONSTRUCTION CO  
10/02/2019  
Permanent Account Number  
AAGF10077N  
Signature

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

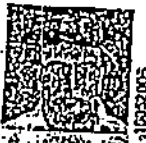
VIHANG JAYESH GALA

JAYESH DUNGARSHI GALA

20/04/1988

Permanent Account Number  
AUXPG6234G

*Vihang*  
Signature



50020305

आयकर विभाग  
INCOME TAX DEPARTMENT  
NEMICHAND CHROVYA WANI  
27/03/1986  
Permanent Account Number  
AAGF10077N  
Signature

*Ajay's*

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

HAREKRISHNA KAKAJI TELI

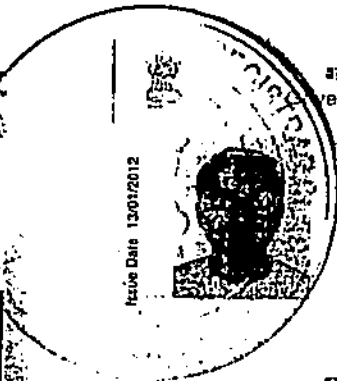
KAKAJI TELI

28/09/1959

Permanent Account Number

ACQPT5972Q

*Harekrishna*  
Signature



भारत सरकार  
Government of India



समीर बदन साठे  
Sameer Baban Sable  
जन तारीख/DOB: 07/07/1989  
लिंग/MALE

3529 1364 3813

VID : 9100 6722 8072 2563

माझे आयकर, माझी ओळख

*Harekrishna*

दस्तावेज क्र. 4833	702
EL	900

*Sable*



दस्त क्रमांक: कलन2 /5633/2023

बाजार मूल्य: रु. 59,29,000/-

मोबदला: रु. 73,34,000/-

भरलेले मुद्रांक शुल्क: रु.5,13,400/-

दु. नि. सह. दु. नि. कलन2 यांचे कार्यालयात

पावती:6197

पावती दिनांक: 10/03/2023

अ. क्र. 5633 वर दि.10-03-2023

सादरकरणाचे नाव: साईराज हरेकृष्ण वेली

रोजी 7:55 म.पू. वा. हजर केला.

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2000.00

पृष्ठांची संख्या: 100

दस्त हजर करणाऱ्याची सही:

एकूण: 32000.00

Joint Sub-Registrar, Kalyan 2  
(सही) जी.बी.सातदिवे  
सह. दुय्यम निबंधक वर्ग २,  
दस्ताचा प्रकार: कलनागा  
कलनागा क्र. २

Joint Sub-Registrar Kalyan 2  
(सही) जी.बी.सातदिवे  
सह. दुय्यम निबंधक वर्ग २,  
दस्ताचा प्रकार: कलनागा  
कलनागा क्र. २

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थानगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नगद भरलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का क्र. 1 10 / 03 / 2023 07 : 55 : 16 AM ची वेळ: (सादरीकरण)

शिक्का क्र. 2 10 / 03 / 2023 07 : 56 : 03 AM ची वेळ: (फी)



## प्रतिष्ठा पत्र

सदर दस्तावेज नोंदणी कायदा १९०८ नियम १९६१ अंतर्गत तरतुदीनुसार नोंदणीस दाखल केला आहे. दस्तामधील संपुर्ण मजकूर, निष्पादक व्यक्ती, साक्षीदार व सोबत जोडलेले कागदपत्रे दस्ताच्या सत्यता, वैधता कायदेशीर याबाबत खालील निष्पादक व्यक्ती संपूर्णपणे जबाबदार आहेत. तसेच सदर हस्तांतरण दस्तांमुळे राज्यशासन/केंद्रशासन यांच्या कोणत्याही कायदे/नियम/परिपत्रक यांचे उल्लंघन होत नाही.

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दस्ता क्रमांक:कलन2/5633/2023

दस्ताचा प्रकार :-करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:मे. लक्ष्मी कंस्ट्रक्शन कं तर्फे भागीदार श्री. विहंग जयेश गाला पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: शॉप नं. 8 च्या वर, महा रत्नराज ज्वेलर्स मोहम्मद अली चौक, स्टेशन रोड, कल्याण प, महाराष्ट्र, ठाणे. पॅन नंबर:AAGFL0077N	लिहून देणार वय :-34 स्वाक्षरी:-		
2	नाव:मे. लक्ष्मी कंस्ट्रक्शन कं तर्फे भागीदार श्री. सुनेख नेमिचंद जैन पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: शॉप नं. 8 च्या वर, महा रत्नराज ज्वेलर्स मोहम्मद अली चौक, स्टेशन रोड, कल्याण प, महाराष्ट्र, ठाणे. पॅन नंबर:AAGFL0077N	लिहून देणार वय :-37 स्वाक्षरी:-		
3	नाव:साईराज हरेकृष्ण तेजी पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: एफ- 202, निळकंठ व्हॅली, लाल चौकी, आग्रा रोड, कल्याण प, महाराष्ट्र, ठाणे. पॅन नंबर:AOQPT9089J	लिहून देणार वय :-30 स्वाक्षरी:-		
4	नाव:अंजु ओमप्रकाश दहिले पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: एफ- 202, निळकंठ व्हॅली, लाल चौकी, आग्रा रोड, कल्याण प, महाराष्ट्र, ठाणे. पॅन नंबर:COJPD6410E	लिहून देणार वय :-26 स्वाक्षरी:-		

वरील दस्तऐवज करून देणार तभाकधीत करारनामा चा दस्त ऐवज करून दिल्याचे कुबल करतात.  
शिक्का क्र.3 ची वेळ:10 / 03 / 2023 08 : 11 : 27 AM

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

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव:ममिर भावळे -- वय:33 पत्ता:Kalyan P पिन कोड:421301		
2	नाव:हरेकृष्ण तेजी -- वय:65 पत्ता:कल्याण प पिन कोड:421301		

शिक्का क्र.4 ची वेळ:10 / 03 / 2023 08 : 12 : 31 AM

Joint Sub Registrar Kalyan 2  
(सही) जी.बी.सातदिवे

प्रमाणित करण्यात येते की,  
द.क्र. ५६३३/२०२३ मध्ये  
९०० .....पाने आहेत.  
पुस्तक १ .....द.क्र. ५६३३  
१३७३ ...../२०२३ वर नोंदला.

sr.	Purchaser	Type	Verification no/Vendor	Amount	Used At	Deface Number	Deface Date
1	LAXMI CONSTRUCTION CO	eChallan	03006172023030901581	513400.00	SD	0008237025202223	10/03/2023
2		DHC		2000	दिनांक	01/03/2023	10/03/2023
3	LAXMI CONSTRUCTION CO	eChallan		30000	RF	0008237025202223	10/03/2023

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

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## गावाचे नाव : गंधारे

(1)विणखाचा प्रकार	करारनामा
(2)मोबदला	7334000
(3) वाजारभाव(भाडेपट्ट्याच्या वावडितपट्टाकार आकारणी देता की पट्टेदार ते नमुद करावे)	5929000
(4) भू-गापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:कल्याण-डोंविवली इतर वर्णन : इतर माहिती: मौजे गंधारे सर्व्हे नं. 36 हिस्सा नं. 3/1 यावरील सुवीयम प्लॉट सदनिका क्र. 1204 वारावा मजला क्षेत्र 53.41 चौ.मीटर कारपेट + 10.86 चौ.मीटर ए.पी., व एक मेकनाजिड कार पार्कींग ( Survey Number : सर्व्हे नं. 36 ; HISSA NUMBER : हिस्सा नं. 3/1 ; )
(5) क्षेत्रफळ	1) 53.41 चौ.मीटर
(6)अकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून देवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-मे. लक्ष्मी कंस्ट्रक्शन कं तर्फे भागीदार श्री. विहंग जयेश गाला वय:-34; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं:- शॉप नं. 8 च्या वर, महा रत्नराज ज्वेलर्स मोहम्मद अली चौक, स्टेशन रोड, कल्याण प, महाराष्ट्र, ठाणे. पिन कोड:-421301 पॅन नं:-AAGFLO077N 2): नाव:-मे. लक्ष्मी कंस्ट्रक्शन कं तर्फे भागीदार श्री. सुनेख नेमिचंद जैन वय:-37; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं:- शॉप नं. 8 च्या वर, महा रत्नराज ज्वेलर्स मोहम्मद अली चौक, स्टेशन रोड, कल्याण प, महाराष्ट्र, ठाणे. पिन कोड:-421301 पॅन नं:-AAGFLO077N
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-साईराज हरेकृष्ण तेली वय:-30; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं:- एफ-202, निळकंठ व्हॅली, लाल चौकी, आग्रा रोड, कल्याण प, महाराष्ट्र, ठाणे. पिन कोड:-421301 पॅन नं:-AOQPT9089J 2): नाव:-अंसु ओमप्रकाश दाहिले वय:-26; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं:- एफ-202, निळकंठ व्हॅली, लाल चौकी, आग्रा रोड, कल्याण प, महाराष्ट्र, ठाणे. पिन कोड:-421301 पॅन नं:-COJPD6410E
(9) दस्तऐवज करून दिल्याचा दिनांक	10/03/2023
(10)दस्त नोंदणी केल्याचा दिनांक	13/03/2023
(11)अनुक्रमांक,खंड व पृष्ठ	5633/2023
(12)वाजारभावाप्रमाणे मुद्रांक शुल्क	513400
(13)वाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

(सही) जी.बी. आतादिवे  
सह. दुय्यम निबंधक वर्ग २,  
कल्याण क्र. २

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

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



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*Rupesh  
Wanted*

FLOW OF TITLE

After going through the record documents made available to us, it observed from the property card that Shri. Raghunath Dharma Jadhav & others were owners of land bearing Survey No. 36 Hissa No. 3/1, admeasuring 1290 Sq. mtrs, lying being & situated at Village Gandhare, Taluka Kalyan and District Thane.

By a Sale deed dated 17/01/1989 the said Shri. Raghunath Dharma Jadhav & others sold and conveyed the abovesaid property to Shri. Dinesh Balwantraai Thakkar & Shri. Sunil Natwarlal Shukla, on the terms & condition contained therein.

By a Sale deed dated 17/01/1989 the said Shri. Dinesh Balwantraai Thakkar & Shri. Sunil Natwarlal Shukla sold and conveyed the abovesaid property to M/s. Shankeshwar Construction Pvt. Ltd., on the terms & condition contained therein.

M/s. Shankeshwar Construction Pvt. Ltd. commenced construction on the said land in accordance with sanctioned plans as per the permission given by the original owners ~~M/s. Shankeshwar Construction Pvt. Ltd. commenced construction on the said plot in accordance with the sanctioned plans.~~ *KDMC*

The said land was converted from Agricultural land to Non-Agricultural land through NA order dated 28/03/1995 bearing No. Revenue/Desk/T7/NAP/SR-13/95.

M/s. Shankeshwar Construction Pvt. Ltd. completed the construction and obtained Completion Certificate No. KDMC/NRV/CC/KV/34 dated 24/04/1998 issued by KDMC on the said land adm. 1290 sq. mtrs of the building name "Parijat" comprising of 10 commercial shop and 26 residential flats on ground + 4<sup>th</sup> upper floors consisting in total 36 units.

M/s. Shankeshwar Construction Pvt. Ltd. sold the flats in the said old building on ownership basis to various purchasers who formed the said society i.e. Parijat Co-Operative Housing Society Limited vide society Registration Certificate dated 19/02/1999 bearing No. TNA/KLN/HSG/TC/10719/1998-99.

By a Deed of Conveyance dated 26/04/2011 the said M/s. Shankeshwar Construction Pvt. Ltd. (as the developer) and Shri. Dinesh Balwantraai Thakkar & Shri. Sunil Natwarlal Shukla (as the owners) sold and conveyed the abovesaid property to Parijat Co-Operative Housing Society Limited, on the terms & condition contained therein, which is duly registered with Sub-Registrar of Assurance at Kalyan under serial No. KLN-2/5705/2011 dated 01/08/2011.

The said old building was in a dilapidated condition and was likely to collapse and cause harm to the members of the society, hence the members decided to redevelop of the said property.

The society members decided to redevelop the said property and said society after complying with various procedures, meetings and negotiations appointed M/s. ~~Shankeshwar Construction Pvt. Ltd.~~ as the developers vide letter NN/Kalyan/B-4/Parijat Housing/Punarvikas/3891 dated 13/03/2018 issued by Sub-Registrar of Co-Operative Societies to redevelop on the said land.

By a Development Agreement dated 05/10/2019 executed between Parijat Co-Operative Housing Society Limited granted development rights to develop the said property to M/s. Laxmi Construction Co., on the terms & condition contained therein, Which is duly registered with Sub-Registrar of Assurance at Kalyan under serial No. KLN-2/13448/2019 dated 05/10/2019.

The KDMC issued Commencement Certificate bearing V. P. No. KDMC/TPD/BP/KD/2021-22/31 dated 29/07/2021 to commenced construction of building comprising of ground floor + 1<sup>st</sup> floor to 2<sup>nd</sup> floor + 3<sup>rd</sup> floor to 11<sup>th</sup> floors + 12<sup>th</sup> floors, on the said property.

In view of the above, M/s. Laxmi Construction Co. entitled to commence the reconstruction of building known as "SUVIAM PEARL" on the above said property.

*M/s.  
Laxmi  
Construction  
Co.*

In view of the above, the said M/s. Laxmi Construction Co. entitled to sell the said Flat to Mr. Sairaj Harekrishna Teli & Anju Omprakash Dahile (Proposed Borrowers) and the bank can create an equitable mortgage over the said flat after execution and registration of Agreement for Sale.

Date: 15/03/2023

Place: Mumbai

Signature of the Advocate