

390/15472

पावती

Original/Duplicate

Tuesday, August 30, 2022

नोंदणी क्र. :39म

3:30 PM

Regn.:39M

पावती क्र.: 16500

दिनांक: 30/08/2022

गावाचे नाव: घाटकोपर

दस्तऐवजाचा अनुक्रमांक: करल3-15472-2022

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: आशा तंकप्पन

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1700.00

पृष्ठांची संख्या: 85

DELIVERED

एकूण:

रु. 31700.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे

3:45 PM ह्या वेळेस मिळेल.

सह दु.निबंधक कुर्ला - 3

बाजार मूल्य: रु.14451342.1/-

मोबदला रु.15400000/-

भरलेले मुद्रांक शुल्क : रु. 924000/-

सह दुय्यम निबंधक (वर्ग-२)
कुर्ला-३

1) देयकाचा प्रकार: DHC रक्कम: रु.1700/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 3008202204933 दिनांक: 30/08/2022

बँकेचे नाव व पत्ता:

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

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH007093318202223E दिनांक: 30/08/2022

बँकेचे नाव व पत्ता:

DELIVERED

71NwTiB6Zv

8/30/2022



सूची क्र.2

दुय्यम निबंधक : सह दु.नि. कुर्ला 3

30/08/2022

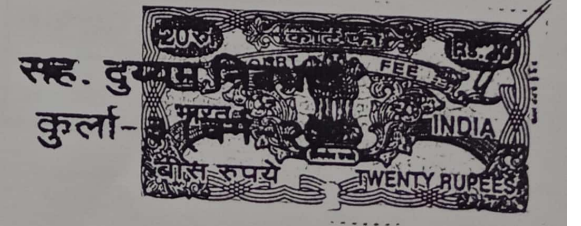
दस्त क्रमांक : 15472/2022

नोंदणी :

Regn:63m

गावाचे नाव : घाटकोपर

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	15400000
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	14451342.1
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :सदनिका नं: फ्लॅट नं.1003, माळा नं: 10 वा मजला,विलिंडिंग नं.2, इमारतीचे नाव: शेठ एनक्लेव्ह, ब्लॉक नं: घाटकोपर(पश्चिम),मुंबई - 400086, रोड : अमृत नगर, इतर माहिती: क्षेत्रफळ 770 चौरस फूट कार्पेट,एक कार पार्किंग स्पेस नं.25 पोजियम लेबल - 2 PUI: NX1008640110000 (C.T.S. Number : 28/8, 28/M ; Plot Number : B1 ;)
(5) क्षेत्रफळ	1) 770 चौ.फूट
(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:-मेसर्स शेठ एंटरप्रायजेस चे भागीदार हर्षद शेठ तर्फे मुख्याय मुकेश प्रतापराय गोगडिया वय:-69; पत्ता:- प्लॉट नं: ऑफिस , माळा नं: पहिला, इमारतीचे नाव: अॅडव्हान्स हाऊस, आर्क इंडस्ट्रियल कंपाऊंड, ब्लॉक नं: मंगळ नाका, अंधेरी (पूर्व), मुंबई , रोड नं: मकवाना रोड , महाराष्ट्र, MUMBAI. पिन कोड:-400059 पॅन नं:- AAOFS1665B
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-आशा तंकप्पन वय:-59; पत्ता:-प्लॉट नं: फ्लॅट नं.301 , माळा नं: 3, इमारतीचे नाव: अमी विला , ब्लॉक नं: घाटकोपर (पश्चिम), मुंबई , रोड नं: अमृत नगर , महाराष्ट्र, मुंबई. पिन कोड:-400086 पॅन नं:- ABNPT3225G 2): नाव:-अखिल तंकप्पन वय:-32; पत्ता:-प्लॉट नं: फ्लॅट नं.301 , माळा नं: 3, इमारतीचे नाव: अमी विला , ब्लॉक नं: घाटकोपर (पश्चिम), मुंबई, रोड नं: अमृत नगर , महाराष्ट्र, MUMBAI. पिन कोड:-400086 पॅन नं:- AOJPT2309C 3): नाव:-वलचथिनकथु कोचप्पी तंकप्पन (व्ही. के.तंकप्पन) वय:-68; पत्ता:-प्लॉट नं: फ्लॅट नं.301, माळा नं: 3, इमारतीचे नाव: अमी विला , ब्लॉक नं: घाटकोपर (पश्चिम), मुंबई , रोड नं: अमृत नगर , महाराष्ट्र, MUMBAI. पिन कोड:-400086 पॅन नं:-AABPT5830C
(9) दस्तऐवज करून दिल्याचा दिनांक	30/08/2022
(10) दस्त नोंदणी केल्याचा दिनांक	30/08/2022
(11) अनुक्रमांक,खंड व पृष्ठ	15472/2022
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	924000
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेरा	



मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

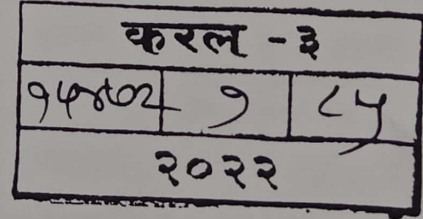
(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



वस्तासोबत देण्यात आलेली सूची-2

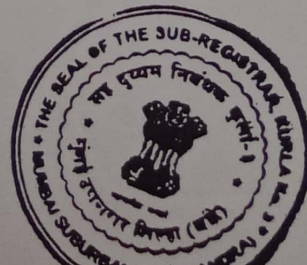
सह दुय्यम निबंधक (वर्ग-2)
कुर्ला क्र. 3

मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)					
Valuation ID	202208305037	30 August 2022,02:59:17 PM			
मूल्यांकनाचे वर्ष	2022				
जिल्हा	मुंबई(उपनगर)				
मूल्य विभाग	102-घाटकोपर - कुर्ला				
उप मूल्य विभाग	भुभाग: पश्चिमेस व उत्तरेस गाव हद्द, पूर्वेस अंशतः गाव हद्द व नंतर वॉर्ड हद्दीने दक्षिणेस 27.45 मी रुंद रस्त्यापर्यंत व नंतर 18.30 मी रस्त्याने 36.60 मी रुंद रस्त्यापर्यंत व दक्षिणेस गाव सीमा.				
सर्व्हे नंबर /न. भू. क्रमांक :	सि.टी.एस. नंबर#28				
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.					
खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	मोजमापनाचे एकक
65910	147550	169680	184440	147550	चौरस मीटर
बांधीव क्षेत्राची माहिती					
बांधकाम क्षेत्र(Built Up)-	85.87चौरस मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-	बांधीव
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय-	0 TO 2वर्षे	बांधकामाचा दर -	Rs.30250/-
उद्ववाहन सुविधा-	आहे	मजला -	11th floor To 20th floor		
रस्ता सन्मुख - Sale Type - First Sale Sale/Resale of built up Property constructed after circular dt.02/01/2018					
मजला निहाय घट/वाढ = 1.10% apply to rate= Rs.162305/-					
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर = ((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * घसा-यानुसार टक्केवारी) + खुल्या जमिनीचा दर) = (((162305-65910) * (100 / 100)) + 65910) = Rs.162305/-					
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र = 162305 * 85.87 = Rs.13937130.35/-				
F) बंदिस्त वाहन तळाचे क्षेत्र	13.94चौरस मीटर				
बंदिस्त वाहन तळाचे मूल्य	= 13.94 * (147550 * 25/100) = Rs.514211.75/-				
Applicable Rules	= ,10,4,16				
एकत्रित अंतिम मूल्य	= मुख्य मिळकतीचे मूल्य + तळघराचे मूल्य + मेझॅनाईन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + बंदिस्त बाल्कनी + मॅकेनिकल वाहनतळ = A + B + C + D + E + F + G + H + I + J = 13937130.35 + 0 + 0 + 0 + 514211.75 + 0 + 0 + 0 + 0 + 0 = Rs.14451342.1/-				



Home

Print





CHALLAN
MTR Form Number-6



GRN	MH00709331820223E	BARCODE					Date	30/08/2022-12:22:19	Form ID	25.2	
Department Inspector General Of Registration				Payer Details							
Type of Payment Stamp Duty Registration Fee				TAX ID / TAN (If Any)							
				PAN No.(If Applicable)		ABNPT3225G					
Office Name KRL3_JT SUB REGISTRAR KURLA NO 3				Full Name		Asha Thankappan Akhil Thankappan And V K Thankappan					
Location MUMBAI				Flat/Block No.		Flat No.1003, 10th Floor, Sheth Enclave					
Year 2022-2023 One Time				Premises/Building							
Account Head Details		Amount In Rs.		Road/Street		Plot No.B1, Amrut Nagar					
0030045501 Stamp Duty		924000.00		Area/Locality		Ghatkopar (West), Mumbai					
0030063301 Registration Fee		30000.00		Town/City/District							
				PIN		4 0 0 0 8 6					
				Remarks (If Any)		PAN2=AAOFS1665B~SecondPartyName=Ms.Sheth Enterprises करल - 3 गुपुर् 2 24 २०२२					
				Amount In		Nine Lakh Fifty Four Thousand Rupees Only					
Total		9,54,000.00		Words							
Payment Details IDBI BANK				FOR USE IN RECEIVING BANK							
Cheque/DD Details				Bank CIN		Ref. No.		69103332022083014594		2764107792	
Cheque/DD No.				Bank Date		RBI Date		30/08/2022-12:24:21		Not Verified with RBI	
Name of Bank				Bank-Branch		IDBI 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. : 9870779771

सदर चलन केवल दुर्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.



1003

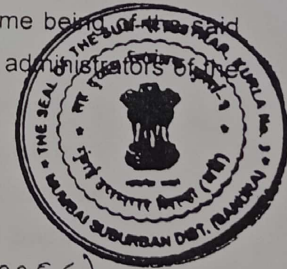
करल - ३		
१५/०८	५	२५
२०२२		

AGREEMENT FOR SALE

This Agreement for Sale ("this Agreement") made at Mumbai on this 30th day of August, ~~2020~~ 2022.

BETWEEN

MESSRS SHETH ENTERPRISES, a partnership duly registered under the Indian Partnership Act, 1932 and having its address at "Advance House", Ark Industrial Compound, Makwana Road, Marol Naka, Andheri (East), Mumbai 400 059, through its partner Mr. Harshad Sheth (hereinafter referred as the "**the Promoter**"), which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivors or survivor of them and the heirs, executors, administrators of the last surviving partner, their or his assigns of the ONE PART;



AND

MRS ASHA THANKAPPAN (PAN NO: ABNPT3225G)
MR AKHIL THANKAPPAN (PAN NO: A0JPT2309C)
MR VALACHATHI NAKATHU KOCHAPPY THANKAPPAN (V.K. THANKAPPAN)
(PAN NO: AABPT5830C) Indian
Inhabitant residing at 301, AMIVILLA, AMRUTNAGAR,
GHATKOPAR (WEST), MUMBAI - 400086

(hereinafter referred to as "**Purchaser**"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, representatives, executors, administrators, successors, and permitted assigns of the OTHER PART.

The Promoter and the Purchaser/s are hereinafter individually referred to as "**Party**" and collectively referred to as "**Parties**".

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from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

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



The Promoter/s is/are desirous of purchasing residential / commercial building/s in the aggregate on the _____th Floor of the said Building to be known as "Sheeth Enclave" to be constructed on the said Property, more particularly delineated / highlighted in red on the Floor Plan annexed hereto and marked ANNEXURE "E-1" (hereinafter referred to as "the said Flat / Shop") and had requested the Promoter for allotment of the same. The "carpet area" means the net usable floor area of the said Flat / Shop, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat / Shop for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Flat / Shop for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the said Flat / Shop.

Further along with the said Flat / Shop, Promoter hereby agrees to allot to the Purchaser _____ 1 _____ Car Parking space being Car Parking No. _____ 25 _____ on the _____ Level - 2 _____ as more particularly identified and delineated in Red colour on the Plan of the said Building/said Property which is annexed hereto as ANNEXURE "E-2".

The Promoter shall provide the fixtures, fittings and amenities in the said Flat / Shop as provided in ANNEXURE "E-3" hereto. The Promoter shall also provide certain common amenities in the said Building which are also enumerated in ANNEXURE "E-4".

5

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N. The Purchaser/s has/have demanded from the Promoter and the Promoter has given full, free and complete inspection to the Purchaser/s of all the documents of title relating to the said Property, the IOD, the CC, the sanctioned plans and the plans, designs and specifications of the said Flat / Shop and such other documents as are specified under Section 4 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "MOFA") and the Rules there under and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "RERA") and the Rules and Regulations thereunder.



O. The Purchaser/s, having perused all the necessary documents, writings related to title of the said Property and the said Building, being fully informed and satisfied about the same, as also about the status and the plans in respect of the proposed said Building, is/are desirous of purchasing from the Promoter the said Flat / Shop for the consideration and on the terms and conditions hereinafter appearing.

P. The Promoter has registered the under construction part of the said Building / ongoing Project ("the Project") i.e. Sheeth Enclave - 6" to 10" Floor under the provisions of the RERA Act with the Real Estate Regulatory Authority at Mumbai under No P51800002275.

Q. Based upon the terms and conditions as more particularly set out hereinafter the Promoter have agreed to sell to the Purchaser/s the said Flat / Shop at the price and on the terms and conditions herein contained.

R. Under Section 4 of MOFA and under section 13 of the RERA, the Promoter is required to execute a written agreement for sale of the said Flat / Shop with the Purchaser/s and such Agreement is required to be registered under the Registration Act, 1908.

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

1. The Promoter shall construct the said Building on the said Property in accordance with the approved plans, specifications, designs and elevations

अनुमति दी गई है
अनुमति/संशोधनों/परिवर्तनों के लिए
2022
द्वारा प्रदान की गई है

Provided that the Promoter shall have to obtain prior consent in writing of the Purchaser/s in respect of only such variation or modifications which may adversely affect the said Flat / Shop, i.e. bearing No. 1003.



Promoter hereby agrees, subject to the terms and conditions herein, to purchase from the Purchaser/s, and the Purchaser/s hereby agrees to purchase from the Promoter, residential / commercial premises bearing Flat / Shop No. 1003 measuring 71.53 square meters (carpet area) in the 10th Floor of the said Building to be known as Sheeth Enclave to be constructed on the said Property, more particularly delineated / highlighted in red on the Floor Plan annexed hereto and marked Annexure 'E-1' (the said Flat / Shop) for a total consideration of RS 1,54,00,000/- (Rupees ONE CRORE FIFTY FOUR LAKHS ONLY only) ("the said consideration"). The price of the said Flat / Shop is inclusive of the consideration for the proportionate share of the common areas / limited common areas and facilities. The nature, extent and description of the common areas / restricted areas and facilities are more particularly described in Annexure 'E-4' hereto.

Further along with the said Flat / Shop, Promoter hereby agrees to allot to the Purchaser 1 Car Parking space being Car Parking No. 25 on the Podium Level-2 as more particularly identified and delineated in Red colour on the Plan of the said Building/said Property which is annexed hereto as Annexure 'E-2'.

The fixtures, fitting and amenities to be provided by the Promoter in the said Flat / Shop are those that are set out in Annexure 'E-3' hereto. The Promoter shall also provide certain common amenities in the said Building which are also enumerated in Annexure 'E-4'.

The said consideration of Rs. 1,54,00,000/- (Rupees ONE CRORE FIFTY FOUR LAKHS ONLY only) shall be paid by the Purchaser/s to the Promoter in the following manner:-

करल - 3
अनुमति 22/24
2022

i)	Rs. 51,00,000/-	Being the earnest money on or before execution of this Agreement
ii)	Rs.	On completion of Plinth
iii)	Rs.	On completion of First Podium
iv)	Rs.	On completion of Second Podium
v)	Rs.	On Casting of 1 st slab
vi)	Rs.	On Casting of 2 nd slab
vii)	Rs.	On Casting of 3 rd slab
viii)	Rs.	On Casting of 4 th slab
ix)	Rs.	On Casting of 5 th slab
x)	Rs.	On Casting of 6 th slab
xi)	Rs.	On Casting of 7 th slab
xii)	Rs.	On Casting of 8 th slab
xiii)	Rs.	On Casting of 9 th slab
xiv)	Rs.	On Casting of 10 th slab
xv)	Rs.	On Construction of walls of the said Flat / Shop
xvi)	Rs.	On Plastering of the said Flat / Shop externally
xvii)	Rs.	On Plastering of the said Flat / Shop internally
xviii)	Rs. 10,00,000/-	On Completion of flooring of the said Flat / Shop on or before 31/08/2022
xix)	Rs. 23,00,000/-	On Completion of Plumbing work on the said Flat / Shop on or before 10/09/2022
xx)	Rs. 28,46,000/-	On Completion of Electrification work on the said Flat / Shop on or before 15/09/2022
xxi)	Rs. 40,00,000/-	On or before possession or immediately on offering possession. Possession shall be given after realisation of cheque on or before 31/09/2022

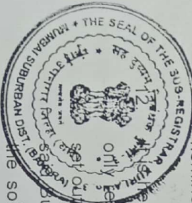
4.1 The Purchaser/s shall pay to the Promoter the corresponding installment of the said consideration.

4.2 The Purchaser/s confirms and undertakes to pay each and every installment of the said consideration on their respective due dates without any delay or default, time being the essence of the contract. The Purchaser/s agrees and confirms to pay the said consideration and all such amounts which become due or payable by the Purchaser/s under the provisions of this Agreement by



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date without being accountable to the said Purchaser/s and / or the Society or association of flat purchasers or Limited Company, as the case may be, in any manner whatsoever and shall be at liberty to develop the Larger Property in any manner whatsoever. It is expressly agreed and understood between the Parties hereto that, the Promoter shall be at liberty to develop the Larger Property in any manner whatsoever including but not limited to merging, amalgamating, clubbing and/or by subdividing the Larger Property as the case may be with any other property/ development scheme and/or as an integrated / phase wise development, as the case may be and the Purchaser is/are aware and acknowledge that the Promoter shall at all times be entitled to assign the development of the said Project or any part thereof to any nominee of its own without any reference to or consent of the Purchaser/s.



whereby agreed that the right of the Purchaser/s under this Agreement is only restricted to the said Flat / Shop and the amenities attached thereto and hereby and that all the other premises and portion or portions of the Building and/or the said Property and / or the Larger Property shall be the sole property of the Promoter and the Promoter shall be entitled to develop and/or deal with the same in any manner deemed fit by it, without any reference or recourse or consent or concurrence from the Purchaser/s in any manner whatsoever. The Purchaser/s hereby confirms and irrevocably consents to the right of the Promoter to develop and/or deal with the said Property and / or the said Larger Property in the manner deemed fit by the Promoter without any further or other consent or concurrence of the Purchaser/s and henceforth shall not be required to obtain any further consent, concurrence and / or approval in any manner whatsoever of the Purchaser/s.

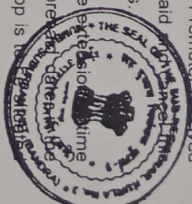
13. Upon payment of the entire said consideration and all amounts due and payable by the Purchaser/s to the Promoter in terms of this Agreement, the Promoter shall give possession of the said Flat / Shop to the Purchaser/s on or before 30th September 2022. If the Promoter fails or neglects to give possession of the said Flat / Shop to the Purchaser/s on account of reasons beyond its control and of its agents, as per the provisions of Section 8 of MOFA, by the aforesaid date or dates prescribed in Section 8 of MOFA, then at the sole option of the Promoter, the Promoter shall be liable to refund to the Purchaser/s the amounts already received by it in respect of the said Flat / Shop (excluding the amount of interest paid or payable by the Purchaser/s for

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late payment of the instalments of the said consideration and excluding the taxes, deposits and other charges paid to the local body or Government authority and all other outgoings including the Charges, Contributions, Subscriptions and Fees) with simple interest as specified in the REBA and / or the Rules made thereunder from the date on which the Promoter received the sum the date the amounts and interest thereon is repaid Agreement without any further reference to the Purchaser/s. Provided that, the Promoter shall be entitled to reasonable time for giving possession of the said Flat / Shop on the aforesaid date and completion of the said Building in which the said Flat / Shop is delayed on account of:

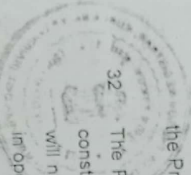


- (i) non-availability of steel, cement, other building material, or labour at market competitive prices;
- (ii) non-availability / shortage of water or electric supply;
- (iii) war, civil commotion, strikes of workmen or labourers or other persons, transport strike or an act of God, irresistible force or reasons beyond the control of or unforeseen by Promoter;
- (iv) any legislation, notice, order, rule, circular, notification of the Central / State Government, MCGM and/or other public or other competent authority or Court or injunction or stay or prohibitory orders or directions passed by any Court, Tribunal Body or Authority; or
- (v) delay in issuing any permission, approval, NOC, sanction and/or building occupation certificate by the concerned authorities;
- (vi) force majeure or any other reason (not limited to the reasons mentioned above) beyond the control of or unforeseen by the Promoter, which may prevent, restrict, interrupt or interfere with or delay the construction of said Building;
- (vii) delay in securing necessary permissions or completion/occupancy certificate from the competent authorities or water, electricity, drainage and sewerage connections from the appropriate authorities, for reasons beyond the control of the Promoter;

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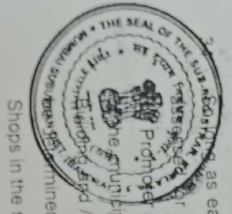
करल - ३
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... shall be entitled to transfer or assign or convey his writing of the Promoter, title and interest under this Agreement to any other person or persons upon payment of all the monies due and payable under this Agreement to the Promoter and a transfer fee as may determined by the Promoter at the time of transfer, which shall be payable by the Purchaser/s to the Promoter.



32. The Promoters have informed the Purchaser/s that the proposed building is constructed with concession in open spaces / joint open spaces & that they will not object development of neighboring plot which may involve deficiency in open space.

33. The Purchaser/s shall, within 7 days of posting intimation about the said Flat / Shop being ready for occupation, pay to the Promoter a sum of Rs. 30,000/- towards meeting legal costs, charges and expenses including professional cost of the Advocates of the Promoters in connection with the formation of the society, preparing its rules, regulations and by-laws and cost of preparing and engrossing this Agreement, formation and registration of the said organization etc. Such amount shall not carry any interest. It is agreed that, in respect of items referred to hereinabove, the Promoter is not liable to render accounts.



35. The Purchaser/s shall bear and pay the proportionate share of outgoings in respect of the said Property and the said Building, namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and also other expenses necessary and incidental to the management and maintenance of the said Property and the said Building. Such proportion shall be determined by the Promoter on the basis of the area of each of the flats / Shops in the said Building.

The Purchaser/s shall bear and pay the proportionate share of outgoings in respect of the said Property and the said Building, namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and also other expenses necessary and incidental to the management and maintenance of the said Property and the said Building. Such proportion shall be determined by the Promoter on the basis of the area of each of the flats / Shops in the said Building.

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said Organisation is formed and the said Building and the said Building land are transferred to it, the Purchaser/s shall pay to the Promoter such proportional share of outgoings.

36. The Purchaser shall within seven days of posting intimation about the said flat / shop being ready for occupation as aforesaid, deposit and keep deposited with the Promoters a sum of Rs. ₹ 14 (Rupees 14 only) without interest as security deposit for payment by the Purchaser his share of aforesaid outgoings and payments. The Purchaser hereby further un-equivocally agrees with the Promoters that until the Purchaser's share is determined, the Purchaser shall from the date of the said intimation regularly pay to the Promoters on the 7th day of every month provisional monthly contribution of Rs. ₹ 6000/- (Rupees SIX THOUSAND ONLY only) towards and on account of the Purchaser share of the aforesaid outgoings and such payments shall be made at every month in advance to the Promoters. The Promoters shall be at liberty without being bound to do so to appropriate from the said deposit money, if any, the due by the Purchaser for its aforesaid share of liability.



37. Subject to the provisions of Section 6 of the MOFA, on such date as may be specified in the deed of transfer being executed, the Promoter (less deductions provided for in this Agreement) shall be liable to the said Organisation. The Purchaser/s undertake to such provisional monthly contributions and such proportional share of outgoings regularly on the 7th day of each and every month in advance and shall withhold the same for any reason whatsoever, failing which interest at the rate of 15% per annum will be charged. The right of the Promoter to charge interest is without prejudice to their right to terminate this Agreement. The Purchaser/s shall not be entitled to any adjustment of the deposit amounts mentioned hereinabove against the expenses, municipal taxes and outgoings.

38. It is further agreed, confirmed and covenanted between the Parties hereto that the Purchaser/s shall not change the user of the said Flat / Shop and/or make any structural alterations and/or construct any additional structures, mezzanine floors, whether temporary or permanent, on the said Property and shall not cover or construct anything on the open spaces and/or parking

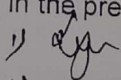
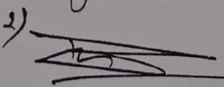
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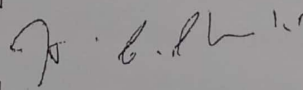

Dispute Resolution: - Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

65 The appropriate court/s in Mumbai alone shall have exclusive jurisdiction in connection with any proceedings that may be adopted in terms of the present Agreement

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands and seals to these presents the day and year first hereinabove stated.

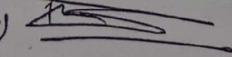
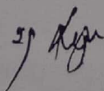
Signed and Delivered by the
 within named "Promoter"
SHETH ENTERPRISES
 through their authorized signatory
 Mr.H.C.SHETH
 in the presence of.


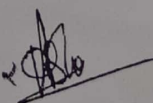

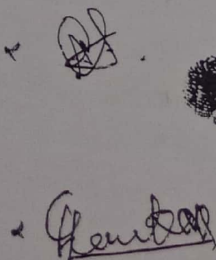
1) 
 2) 

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Signed and Delivered by the
 within named "Purchaser/s"
 Mr./Mrs/M/s. _____
MRS ASHA THANKAPPAN
MR AKHIL THANKAPPAN
MR VALACHATHINAKATHU KOCHAPPY
 in the presence of. THANKAPPAN

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 2) 

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41

RECEIPT

Received of and from the)
withinnamed Purchaser the sum of)
Rs. 51,50,000/- (Rupees fifty -)
one lakhs only -)
_____ Only) being)
the part of consideration payable)
by them to us under these presents)
as per following details)
Cheque No. 493033)
Drawn on Bank of India)
Dated 05/8/2022)
Amt: Rs 1,00,000/-)



Rs. 51,50,000/-

2) RTGS No: BKIDY22229741600
Bank of India
Dt: 17/8/2022
Amt: Rs 9,00,000/-

3) RTGS No: BKIDN2223037472
Bank of India
Dt: 18/8/2022
Amt: Rs 9,00,000/-

4) RTGS No: BKIDN22231214221
Bank of India
Dt: 19/8/2022
Amt: Rs 7,00,000/-

5) RTGS No: BKIDN22236827847
Bank of India
Dt: 24/8/2022
Amt: Rs 25,00,000/-

WE SAY RECEIVED
For M/S. SHETH ENTERPRISES

(Signature)



PARTNER.

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१५५५६ ४६ ८५
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42

FIRST SCHEDULE

All that piece & Parcel of land situated at and in Village Ghatkopar, Taluka Kurla, south salsette Mumbai and not of Mumbai Suburban District in the Registration Sub-division of Bandra Bearing CTS No.28/M of Village Ghatkopar and bearing Plot No.B1 of the layout sanctioned by Municipal Corporation of Greater Mumbai vide No.CE/115/LON and admeasuring 3500.00 sqm. Of thereabouts and bounded as follows, that is to say.

On & towards East by 90ft D.P. Road

On & towards West by Plot No.C of the layout.

On & towards North by Plot No.X and B2 of layout

On & towards South by Plot No.A.



SECOND SCHEDULE

The Building No.2 approved by Bombay Municipal Corporation Vide No. CE/6489/BPES/AN dt. 19/10/2009 on part of the plot bearing No.B1 and as described in the First Schedule.

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ANNEXURE 'A'

38A / B, Jolly Maker Chambers II
225 Nariman Point, Mumbai 400021, India.
Tel: +91 22 6617 6500 Fax: +91 22 6617 6555

Legasis Partners (Regd.)
Advocates & Solicitors

Redefining
legal deliveries

TO WHOMSOEVER IT MAY CONCERN

करल - ३		
१५४५८	४५	८५
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Re: All that piece and parcel of land bearing Survey No. 147/2, 15/1 (part), 16/2, 17/2, 18/1, 19/-, 133/3(part), Plot No. B/1, corresponding C.T.S. No.28 M admeasuring 3500 square meters or thereabout, situated at Village Ghatkopar, Taluka Kurla, Mumbai Suburban ("Property").

Subject: Title Certificate dated July 26, 2012.

In furtherance of the subject matter and with reference to the captioned Property, we have to state as under:



1. Under instructions of our clients, Messrs Sheth Enterprises, a partnership firm having its office at 125, Nagindas Master Road, Fort, Mumbai - 400023 (hereinafter referred to as "the Firm"), we have investigated their title to the Property.
2. We have caused a search at the offices of the Sub-Registrar of Assurance, Mumbai, Bandra & Kurla pertaining to the Property. The search does not disclose any type of adverse entry, charge, lien or encumbrance/s in respect of the Property.
3. Under instructions of the Firm, public notices were issued by us in Free Press Journal (in English) and Navshakti (in Marathi) on April 4, 2012 inviting claims and/or objections, if any, within 15 days with respect to the title of the Firm to the Property. No claims and/or objections have been received by us in pursuance of the said public notices.

Pune :
B - 105, ICC Trade Towers, Senapati Bapat Road, Pune 411016, India. Tel: + 91 20 3022 7222 / 3029 4000 Fax: +91 20 3022 1012
New Delhi :
807, Prakash Deep Building, 7, Tolstoy Marg, Connaught Place, New Delhi - 110 001 Tel: +91 11 4512 2933 Fax: +91 11 4512 2934



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C - 3



MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No CHE/ES/0051/L-N/337(NEW)

COMMENCEMENT CERTIFICATE

To,
H. C. SHETH OF M/S SHETH ENTERPRISES
ADVANCE HOUSE ARK IND. COMP., MAKWANA
ROAD, MAROL NAKA, ANDHERI (E) MUMBAI-
400059.

Sir,

With reference to your application No. CHE/ES/0051/L-N/337(NEW) Dated. 17/12017 for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated 17/2017 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plg; No. B1 C.T.S. No. 28/M Division / Village / Town Planning Scheme No. GHATKOPAR situated at **Amrut nager chowk Road / Street in N.Ward**.

The Commencement Certificate / Building Permit is granted on the following conditions:-

1. The land vacated on consequence of the endorsement of the setback line/ road widening in part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if :-
 - a. The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
 - b. Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
 - c. The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.
7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors,



CHE/ES/0051/L-N/337(NEW)

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MUNICIPAL CORPORATION OF GREATER MUMBAI
APPENDIX XXII

FULL OCCUPANCY Under Regulation 6(7) * and BUILDING COMPLETION CERTIFICATE Under Regulation 6(6) *
[CHE/ES/0051/L-N/337(NEW) - BCC/AMEND(2) of 27 November 2019]

To,
H. C. SHETH OF M/S SHETH ENTERPRISES
ADVANCE HOUSE ARK IND. COMP., MAKWANA ROAD, MAROL NAKA, ANDHERI (E) MUMBAI- 400059..

Dear Applicant/Owners,

The full development work of Residential building comprising of Ground floor (pt.) for shops + stilt (pt.) for parking + 1st podium for parking only + 2nd podium partly for parking & partly for physical R.G. no. 2 + 1st to 10th upper floors (except flat no.2 on 10th floor) with 2 car lifts up to podium parking only. (NEW CTS NO. 28/8(pt.) of village Ghatkopar) on plot bearing C.S.No./CTS No. 28/M of village Ghatkopar at Amrut-Nagar is completed under the supervision of Shri. HIREN SATYENDRA THAKKER, Licensed Surveyor, Lic. No. T/107/LS, Shri. Vijay J. Parikh, RCC Consultant, Lic. No. STR/P/10 and Shri. Sanjay Pancholi, Site supervisor, Lic.No, P/50/SS/1 and as per development completion certificate submitted by architect and as per completion certificate issued by Chief Fire Officer u/no. CHE/ES/0051/L-N/337(NEW)-CFO dated 14 August 2018. The same may be occupied and completion certificate submitted by you is hereby accepted.

It can be occupied with the following condition/s:
It can be occupied with the following condition/s.

- 1) Separate PRC for subdivided plot B1 having Old CTS nos. 28/M [New CTS nos. 28/8(pt.) to be issued in the name of Owner/ Society.
- 2) CTS plans as per fresh PR card as above shall be submitted

Copy To :

1. Asstt. Commissioner, N Ward
2. A.A. & C., N Ward
3. EE (V), Eastern Suburb.
4. M.I., N Ward
5. A.E.W.W., N Ward
6. Architect, HIREN SATYENDRA THAKKER, 335/337 Kailash Plaza, V.B. lane Ghatkopar (E)

For Information please



Name : LOTAN SUKADEO
AHIRE
Designation : Executive
Engineer
Organization : Personal
Date : 27-Nov-2019 14:23:43



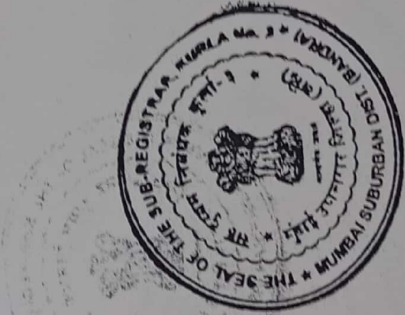
Yours faithfully
Executive Engineer (Building Proposals)
Municipal Corporation of Greater Mumbai
N Ward

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2022		

Remark :

Full C.C. as per approved Amended plans dated 22-08-2017.

Name : Prakash Sakteram
 Patil
 Designation : Assistant
 Engineer
 Organization : Erisoreal
 Date : 04-Sep-2017 22: 36:33



For and on behalf of Local Authority
 Municipal Corporation of Greater Mumbai
 Assistant Engineer, Building Proposal
 Eastern Suburb N Ward Ward

Cc to :
 1. Architect.
 2. Collector Mumbai Suburban /Mumbai District.

(Handwritten signatures and initials)

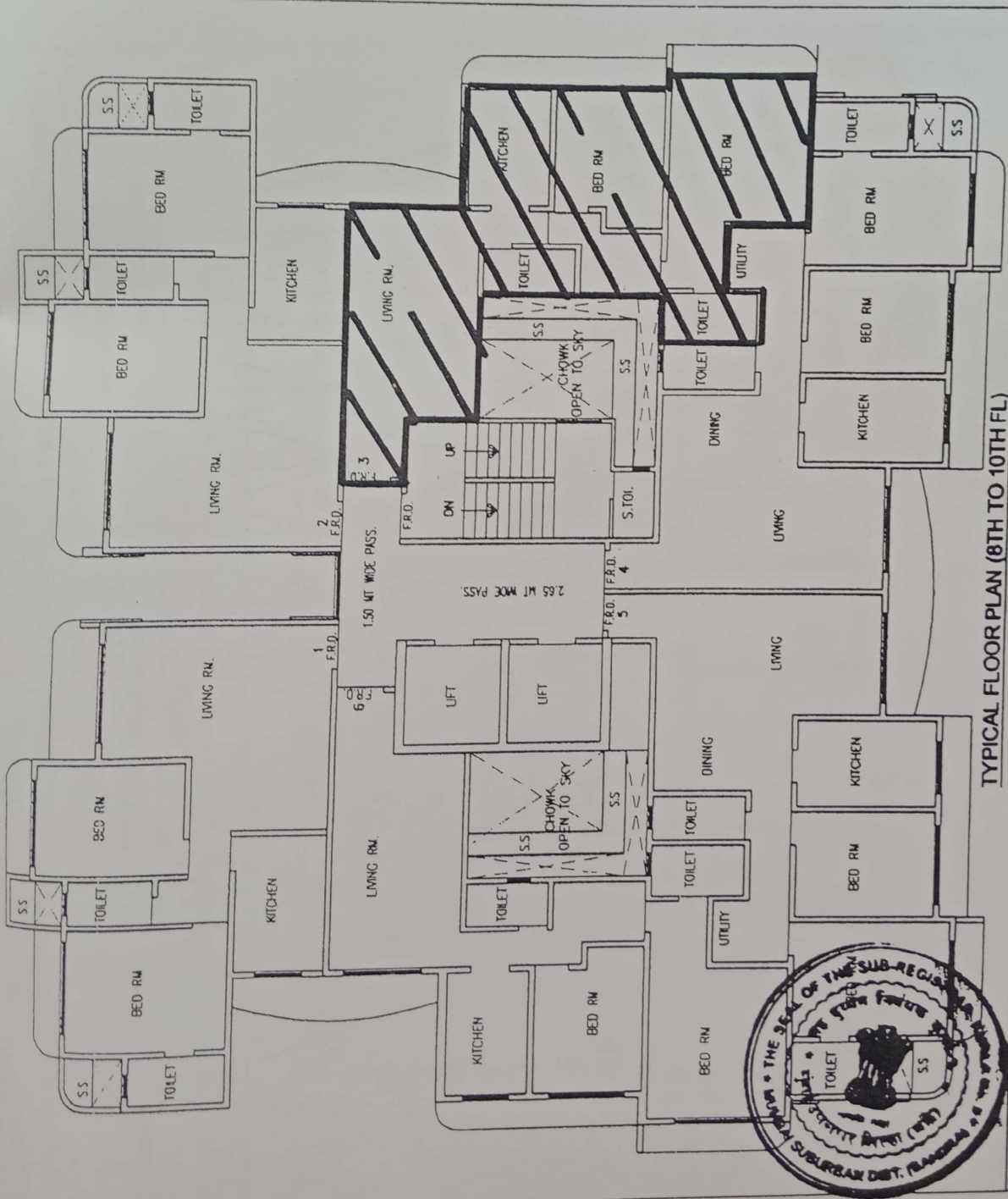
CHE/ES/0051/L-N/337(NEW)

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ANNEXURE 'E-1'

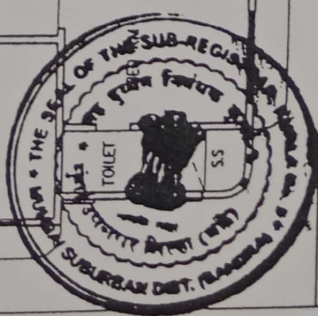
No. 6-11

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 [Handwritten signatures and marks]



TYPICAL FLOOR PLAN (8TH TO 10TH FL)

NAME OF DEVELOPER	NAME OF PURCHASER		FLOOR
	MRS. ASHA THANKAPPAN	THANKAPPAN	10th
M/S SHETH ENTERPRISES	MR. AKHIL THANKAPPAN		FLAT NO. 1003
	MR. V.K. THANKAPPAN		CARPET AREA 11.53 SQ.MTR
PROPOSED BUILDING-2 ON PLOT BEARING C.T.S. NOS. 28/M, PLOT NO. B1 OF VILLAGE-GHATKOPAR, AMRUT NAGAR, GHATKOPAR (W).			



508/7142

शुक्रवार, 29 जून 2018 12:37 म.न.

दस्त गीषवारा भाग-1

बाबई4

दस्त क्रमांक: 7142/2018

011 रु
दस्तावेज क्रमांक: 7142/2018
शुक्रवार - 3

1980 10 14

3022

दस्त क्रमांक: बाबई4 /7142/2018

बाजार मूल्य: रु. 00/-

मोबदला: रु. 00/-

भरलेले मुद्रांक शुल्क: रु. 1500/-

दु. नि. सह. दु. नि. बाबई4 चाचे कार्यालयाने

पावती: 7686

पावती दिनांक: 29/06/2018

अ. क्र. 7142 वर दि. 29-06-2018

सादरकरण्याचे नाव: मेसर्स शेठ एंटरप्रायजेस चे भागीदार हर्षद छोटाला

रोजी 12:24 म.न. वा. हजर केला.

शेठ

नोंदणी फी

रु. 100.00

दस्त हाताळणी फी

रु. 160.00

पुस्त्याची संख्या: 8

दस्त हजर करणाऱ्याची सही:

रकम: 260.00

सह दृष्टयाम निबंधक, मुंबई-4

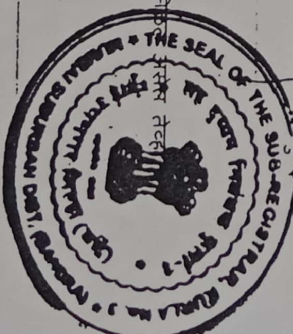
सह दृष्टयाम निबंधक, मुंबई-4

दस्तनाचा प्रकार: पांवर ऑफ अँटनी

मुद्रांक शुल्क: a जेव्हा तो प्रतिफलार्थ देण्यात आलेला असून @ त्यामुळे कोणतीही स्थावर मालमता विकण्याचा प्राधिकार मिळत नाही.

शिकका क्र. 1 29 / 06 / 2018 12 : 24 : 52 PM ची वेळ: (सादरीकरण)

शिकका क्र. 2 29 / 06 / 2018 12 : 26 : 49 PM ची वेळ: (फी)



प्रतिज्ञापत्र
सदा दस्तऐवज हा संपूर्ण कायदा १९०८ अन्वये अस्तित्वात असून त्याचा मालकी हक्क मालकीस
आणखी नसलेला आहे. यानिमित्त मला मालकी हक्क प्राप्त झालेला आहे. मला मालकी हक्क
सोबत कोटिलेला दस्तऐवज प्राप्त झालेला आहे. मला मालकी हक्क प्राप्त झालेला आहे. मला
कायदेशीर कायदागिरी प्राप्त झालेला आहे. मला मालकी हक्क प्राप्त झालेला आहे. मला मालकी हक्क
प्राप्त झालेला आहे. मला मालकी हक्क प्राप्त झालेला आहे. मला मालकी हक्क प्राप्त झालेला आहे.
दिनांक देणारे



Handwritten signatures and initials, including 'MC' and 'Shankar'.

30/08/2022 3:35 PM

Summary-2

दस्त गोपवारा भाग-2	
करल - ३	
११६०२	८४ ८५
२०२२	
पक्षकाराचा प्रकार	

30/08/2022 3:36:06 PM

दस्त क्रमांक : करल3/15472/2022

दस्ताचा प्रकार : करारनामा

करल3

दस्त क्रमांक: 15472/2022

पक्षकाराचे नाव व पत्ता

ध्यायाचित्र

अंगठ्याचा ठसा

पक्षकाराचा प्रकार

अनु क्र.

1 नाव: मेसर्स शेठ इंटरप्रायजेस चे भागीदार हर्षद शेठ तर्फे मुख्याार

मुकेश प्रतापराय गोरडिया

पत्ता: प्लॉट नं: ऑफिस, माळा नं: पहिला, इमारतीचे नाव:

अॅडव्हान्स हाऊस, आर्क इंडस्ट्रियल कंपाऊंड, ब्लॉक नं: मरोळ नाका,

अंधेरी (पूर्व), मुंबई, रोड नं: मकवाना रोड, महाराष्ट्र, MUMBAI.

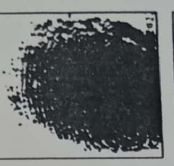
पॅन नंबर: AAOF51665B



लिहून देणार

वय :-69

स्वाक्षरी:-



2 नाव: आशा तंकपन

पत्ता: प्लॉट नं: फ्लॅट नं: 301, माळा नं: 3, इमारतीचे नाव: अमी

विना, ब्लॉक नं: घाटकोपर (पश्चिम), मुंबई, रोड नं: अमृत नगर,

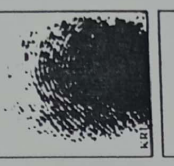
महाराष्ट्र, मुंबई.

पॅन नंबर: ABNPT3225G

लिहून देणार

वय :-59

स्वाक्षरी:-



3 नाव: अखिल तंकपन

पत्ता: प्लॉट नं: फ्लॅट नं: 301, माळा नं: 3, इमारतीचे नाव: अमी

विना, ब्लॉक नं: घाटकोपर (पश्चिम), मुंबई, रोड नं: अमृत नगर,

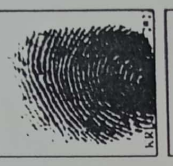
महाराष्ट्र, MUMBAI.

पॅन नंबर: AOJPT2309C

लिहून देणार

वय :-32

स्वाक्षरी:-



4 नाव: वलचयिनकथु कोचप्पी तंकपन (व्ही. के. तंकपन)

पत्ता: प्लॉट नं: फ्लॅट नं: 301, माळा नं: 3, इमारतीचे नाव: अमी विना

, ब्लॉक नं: घाटकोपर (पश्चिम), मुंबई, रोड नं: अमृत नगर, महाराष्ट्र,

MUMBAI.

पॅन नंबर: AABPT5830C

लिहून देणार

वय :-68

स्वाक्षरी:-



वरील दस्तऐवज करून देणार तथाकथीत करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.

शिक्षा क्र.3 ची वेळ: 30 / 08 / 2022 03 : 30 : 51 PM

ओळख:- खानील इसम अमे निवेदीत करतात की ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अंगठ्याचा ठसा

ध्यायाचित्र

अनु क्र. पक्षकाराचे नाव व पत्ता

1 नाव: प्रशांत भामटे

वय: 30

पत्ता: 20, भाऊ मास्तर चाळ, गोळीबार रोड, घाटकोपर पश्चिम, मुंबई

पिन कोड: 400086



2 नाव: आर. बी. चिविलकार

वय: 45

पत्ता: 20, भाऊ मास्तर चाळ, गोळीबार रोड, घाटकोपर पश्चिम, मुंबई

पिन कोड: 400086



शिवका क्र.4 ची वेळ: 30 / 08 / 2022 03 : 31 : 44 PM

