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SPBB (04205)

9867084168 - Leena Gangan

Contact Person-Namen Agrawal Mo-9160388615

Original/Duplicate 391 12315 पावती ĩ नोंदणी कं. :39म Tuesday, June 20, 2023 Regn.:39M 4:45 PM दिनांक: 20/06/2023 पावती के.: 13223 गावाचे नाव: कांजुर दस्तऐवजाचा अनुक्रमांक: करल4-12315-2023 दस्तऐवजाचा प्रकार: करारनामा सादर करणाऱ्याचे नाव: लीना विद्याधर गांगण - -मुख रमित परत मिळाला नोंदणी फी ₹. 30000.00 दस्त हाताळणी फी ₹. 2100.00 पृष्ठांची संख्या: 105 रु. 32100.00 एकूण: वाजार मुल्य: रु.10175812 /-सह दुव्यम निबंधक वर्ग-२ मोबदला रु.11807900/-कुर्लो-४,मंबई उपनगर जिल्हा भरलेले मुद्रांक शुल्क : रु. 708500/-1) देयकाचा प्रकार: DHC रक्कम: रु.2000/-डीडी/धनादेश/पे ऑर्डर क्रमांक: 2006202309271 दिनांक: 20/06/2023 वेंकेचे नाव व पत्ताः 2) देयकाचा प्रकार: DHC रक्कम: रु.100/-डीडी/धनादेश/पे ऑर्डर क्रमांकः 2006202309161 दिनांकः 20/06/2023

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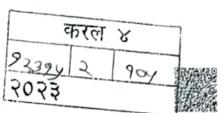
3) देवकाचा प्रकार: eChallan रक्कम: रु.30000/-

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Department ID : Mobile No.: Mobile No.: Mobile No.: 8369501573 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर सतन केवल दृश्यम निवधक कार्यातयात नोदणी करातयाच्या दस्ताताती लागु आहे . नोदणी न करातयाच्या दस्तासाती तदर चलन लागु



AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") is made and executed at Mumbai on this day of Lune in the year Two Thousand twenty Three;

BETWEEN

M/S. SHRADDHA PRIME PROJECT LTD., [Pan No. AAACT6881D], a Private Limited Company, Registered under the Companies Act 1956 and represented by its Authorised Director MR. SUDHIR BALU MEHTA and having an office at Gr. Floor and First Floor, Manisha Heights Commercial Complex, Back Side Manisha Heights, Bal Rajeshwar Road, Vaishali Nagar, Mulund West, Mumbai-400080, having an address at hereinafter referred to as "THE PROMOTERS/ DEVELOPERS" (which expression shall unless it be repugnant to be context or meaning thereof be deemed to mean and include its successors in title and its assigns) of the ONE PART;

AND

LEENA VIDYADHAR GANGAN, [Pan No. AEXPG3899Q] having an address at 402, New Radhey Krishna CHS, Behind Yogeshwar Tower, Hanuman Nagar, Kalyan East-421306, hereinafter referred to as "THE PURCHASER(S)" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators, and in the case of a firm the partners constituting the said firm the survivors and the heirs, executors, and administrators of the last surviving partner and in the case of a company its successors) of the OTHER PART;

The Promoters/ Developers and the Purchaser(s), wherever the context so requires, are hereinafter collectively referred to as the "Parties" and individually as the "Party".

Sign. Promoters/ Developers

Sign. Purchaser/s

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WHEREAS:

By virtue of the Conveyance dated 28th September 1972 registered under No. BOM-R/5334 of 1972 on 31st October 1972 with the Sub-Registrar at Mumbai, THE SOCIETY i.e. Bhandari CHS Ltd became seized, possessed, and absolutely entitled to a Plot or land admeasuring 3630 sq. yards i.e. 3,035.05 sq. mts. Plot Nos. 5 and 7 formerly bearing Survey Nos. 59 and 60 and New Survey No. 35 Hissa No. 2 and Survey No. 37 Hissa No.5A/5B and bearing CTS No. 1048, 1049, and 1057, and 1057, revenue Village-Kanjur, Taluka-Kurla, Mumbai Suburban Disjust situated at Near Kanjur Village Road, Kanjurmarg (East) Mumbai 400042 after referred to as the "the Said Property") more particularly described in the FRST SCHEDULE hereunder written. The Bhandari CHS Ltd was consisting of two buildings known as 'GANESH PRASAD' and 'GANESH

Deed is 3,035,05 Sq. mts. However, the area of the said property as per the Property Register Cards is 2943.60 Sq. meters. Whereas, the Society i.e. the Bhandari CHS Ltd has represented that the actual area presently occupied by the Society as per a survey carried out by them is approximately 2009.10 sq. mts.

- c. Pursuant to SGBM resolution dated 18/07/2021 and dated 22/08/2022 the society entered into a registered development agreement dated 28/02/2022(hereinafter referred to as 'the Development Agreement') registered in the office of the sub-registrar of assurance at Kurla under Sr. No.KRL-2-3378-2022 dated 04/03/2022, for the consideration and on the terms and conditions contained therein, the said Society and its Members granted the development rights of the said Property to M/S. Shraddha Prime Projects Ltd., the Developers herein.
- d. The said Society also granted to M/S. Shraddha Prime Projects Ltd., a Power of Attorney dated 28/02/2022 (hereinafter referred to as 'Power of Attorney) registered in the office of the Sub-Registrar of Assurances at Kurla, under Serial No. KRL-2-3379-2022 dated 04/03/2022 and delegated various powers for doing various acts, things, and matters in respect of the said property.
- e. The Promoters/ Developers have thereupon got development rights in respect of the said property as "Developers" thereof and in the circumstances stated hereinabove the Promotor/s/developers is /are absolute Developers of the said Property.

Sign. Promoters/ Developers	
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f. The Promoters/ Developers have entered into a standard Agreement with an Architect registered with the council or Architects and such Agreement is as per the Agreement prescribed by the council or Architect. The Promoters/ Developers have also appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoters/ Developers accepts the professional supervision of the Architect and the structural Engineer till the completion of the buildings.

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- g. The Promoters/ Developers to construct a new pulliding lafter demolitions of the existing structures on the said property have go property to the pared property plans from a licensed architect and accordingly got approve to the pared property from the MCGM under IOD bearing No. P-9369/2021/1000/1/New dated 19/07/2022 and commence the contribute bearing No. P-9369/2021/(1048 and other)/S ward/ KANJUR-E/CC/1/New dated 09/01/2023 and marked and annexed respectively for the construction of the multi-storey buildings on the said property. Hereto annexed and marked as ANNEXURE-A is a copy of IOD. Hereto annexed and marked as ANNEXURE-B is a copy of CC.
- h. Under circumstances the Promoters/ Developers have Development rights in respect of the said property i.e. a Plot of land admeasuring 3630 sq. yards i.e. 3,035.05 sq. mts. Plot Nos. 5 and 7 formerly bearing Survey Nos. 59 and 60 and New Survey No. 35 Hissa No. 2 and Survey No. 37 Hissa No.5A/5B and bearing CTS No. 1048, 1049, and 1057, and 1057, revenue Village-Kanjur, Taluka-Kurla, Mumbai Suburban District situated at Near Kanjur Village Road, Kanjurmarg (East), Mumbai-400042.
- i. The Promoters/ Developers proposes to develop the said Property by constructing two buildings i.e., building no.1 comprising of commercial and residential premises and Building no.2 comprising of residential premises along with all requisite infrastructure, on the terms and conditions more particularly set out therein ("Project"). Building no.1 and 2 are collectively known as "SHRADDHA PAVILLION".
- j. That Advocate C. M. GANDHI has conducted their due diligence and has issued their Title Certificate dated 31st October, 2021, in respect of the said Property. Hereto annexed and marked as <u>ANNEXURE-C</u> is a copy of the Title Certificate.
- k. The Promoters/ Developers have appointed The Firm Architects of Consultant as their Designing Architects & Liaisoning Architects, and JW Consultants as the Structural Engineer consultants for the preparation of the structural design and

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drawings of the Project. All concerned documents in respect of the same have been inspected by the Purchaser(s).

The Purchaser(s) demanded from the Promoters/ Developers and the Promoters/
Developers have given inspection to the Purchaser(s) of all the documents of title
regarding the said Property, plans, and designs, specifications, approvals, and
such other documents obtained from planning authorities and prepared by the
Promoters/Developers' Architect The Firm Architects and of such other
documents as are specified under the Real Estate Regulations and development)
Act 2016 (the einefter referred to as "the said Act") and Rules and Regulations
made there under with respect to the Project including but not limited to the
following:

the common areas, facilities, and amenities in the Project that may be usable by the Purchaser(s) along with other Purchaser(s) in the Project. The details common area facilities in the real Estate Project more particularly as described in the THIRD SCHEDULE and

- (ii) Specifications, fixtures, fittings, facilities, and amenities of the Flat to be purchased by the Purchaser(s). The details of specifications and Amenities are more particularly as described in the <u>FOURTH SCHEDULE</u>.
- m. The Purchaser(s) has prior to the execution of this Agreement visited and inspected the site of the construction of the Project and has at his/her/their/its own, cost, charge, and expense carried out due diligence in respect of the title of Promoters/ Developers to the Property and after satisfying himself/herself/themselves/itself about the title of Promoters/ Developers thereto and the Purchaser(s) has/have accepted the same, the Purchaser(s) has/have entered into this Agreement with the Promoters/ Developers and the Purchaser(s) hereby agrees not to further investigate the title of the Promoters/ Developers and/or raise any requisitions or objections of any nature whatsoever and howsoever in respect of the title of the Promoters/ Developers to the Property at any time in future.
- n. The Promoters/Developers has/have procured certain approvals to the plans, specifications, elevations, and sections from the concerned government authorities for the development of the Project, as has been disclosed under the Act on the government portal/website, presently being "https://maharera.mahaonline.gov.in/" or such other website, as the government may prescribe from time to time (hereinafter referred to as "the Government Portal") and the Promoters/ Developers shall obtain the balance approvals from

Sign. Promoters/ Developers	Sign. Purchaser/s
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various authorities for the plans, 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 a Building. Completion Certificate or Occupation Certificate of the said Building.

- o. While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and lesting possible which are to be observed and performed by the Promoters Developers while developing the said Property and the said building and upon the observative and performance of which only the completion or occupation performance with respect of the said building/s shall be granted by the concerned of authority.
- p. The Promoters/ Developers has/ have according to the said building/s in accordance with the said proposed plans.
- q. By virtue of the Development Agreement/Power of Attorney the Promoters/ Developers alone has the sole and exclusive right to sell the Flat in the said building/s to be constructed by the Promoters/ Developers on the said Property and to enter into Agreement/s with the Purchaser(s)/s of the Flat to receive the sale consideration in respect thereof.
- r. The Purchaser(s) being fully satisfied in respect of the right of the Promoters/ Developers to develop the said Property and all permissions, plans, etc., and all the representations made by the Promoters/ Developers have approached the Promoters/ Developers and applied for allotment of Flat No. 503, on 5th floor, in Building No. 2 admeasuring 562 square ft. Rera carpet area equivalent to 52.22 sq.mt. and in addition Dry Yard 24 sq. ft. equivalent to 2.22 sq.mt. (as per RERA) (hereinafter referred to as "the Flat") in the Project building ("Building") which is more particularly stipulated in the SECOND SCHEDULE hereunder written, upon the term and conditions set out hereafter;. The said Flat is marked and highlighted in Red Color on the Tentative Floor Plan annexed hereto as an ANNEXURE- "D". The premises i.e. Flat is meant for Residential purpose.
- s. The Purchaser(s)/s has/ have applied to the Promoters/ Ddevelopers for allotment of the Flat with <u>zero</u> independent car parking space(s) in the project and the Promoters/ Developers have allotted Zero parking spaces along with "THE Flat". If the Promoters/ developers allots any parking space to the Purchaser(s) then the Promoters/ developers shall issue Parking allotment letter for the same mentioning all particulars of the same.

Sign. Promoters/ Developers

Sign. Purchaser/s

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1. "COMMON AMENITIES OF THE PROJECT" shall mean the common areas

Third common amenities, facilities, infrastructure, recreation areas, and such
other services as are available to and/or in respect of the Project, which is to be
used by the Purchaser(s) along with other occupants/holders of Flat of the
Project and is more particularly described in the THIRD AND FOURTH
SCHEDULE to this Agreement.

Share application money, Goods and Service Tax ("GST") or any other charges for the future lacility.

time, and such Circulars, Notifications, Office Orders, Orders, Clarification, or such explanations that may be issued by the Competent Authority from time to time.

- "FSI" means Floor Space Index (including future FSI, fungible FSI by whatever name called which will be available by paying a premium or otherwise) as defined under DCPR.
- j. "Other Charges" means stamp duty, registration charges, scanning charges, interest on delayed payment by the Purchaser(s), legal charges, electricity and water charges, clubhouse charges, gas connection charges, and any other miscellaneous charges including any additional/future premium/charge/levy/penalties/surcharge imposed by any authority.
- k. "Sanctioning Authorities" means the MCGM and/or any other concerned authority which sanctions the plans, grants permission, etc. for commencement and completion of the construction of the Project.
- I. "THE Flat" means Flat No. 503, on 5th floor, in Building No. 2 admeasuring 562 square ft. Rera carpet area equivalent to 52.22 sq.mt. and in addition Dry Yard 24 sq. ft. equivalent to 2.22 sq.mt. (as per RERA) and more particularly described in the Second Schedule hereunder written and shown delineated by a Red coloured boundary line on the floor plan which is ANNEXURE-"D", of this Agreement.
- m. "PREMISES" means the Flat.

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- "TAXES" shall mean such taxes as may be imposed on the Total Consideration, Contribution, Other Charges including GSIZ or such other taxes as may be imposed by the concerned authoritids⊋ () ⊋ ⊋
- o. "TDR" means Transferable Development Rights as defined under the DCPR.
- p. "TOTAL CONSIDERATION" shall mean the amounts payable/agreed to be paid by the Purchaser(s) for the purchase of the Flat only to Developers as set out in Clause "t" of this Agreer
- q. "SOCIETY" shall mean the BHANDARI

3. INTERPRETATION AND CONSTRUCTION:

Unless the context otherwise requires:

- 3.1. All references in this Agreement to statutory provisions shall be construed as meaning and including references to:-
 - (i) Any statutory modification, consolidation, or re-enactment (whether before or after the date of this Agreement) for the time being in force;
 - (ii) All statutory instruments or orders made pursuant to a statutory provision; and;
 - Any statutory provision of which these statutory provisions are a (iii) consolidation, re-enactment, or modification.
- 3.2. Any reference to the singular shall include the plural and any reference to the plural includes the singular and words imparting the masculine gender shall include the feminine gender and neutral gender and vice versa.
- 3.3. The expression "month" and "year" shall be to the calendar month and calendar year.
- 3.4. Reference to 'days' or 'dates' which do not fall on a working day, shall be construed as a reference to the day or date falling on the immediately subsequent working day.
- 3.5. The headings in this Agreement are for convenience of reference only and shall not be taken into consideration in the interpretation or construction thereof.
- 3.6. Any reference to a clause, sub-clause, or schedule is a reference to the clause, sub-clause, or schedule hereto.

to execute any additional documents/letters confirming the aforementioned, the Purchaser(s) shall oblige and do the same without any delay or denut?

5.3. The Purchaser(s) acknowledges the right of the Promoters/ Developers to amend/revise the building plans and the layout plans, in the interest of the development to be done in the Project, subject to provisione of the applicable law and hereby accords its consent to the Promoters/ Developers in respect of the same. If as per the provisions of the applicable laws and consent of the Purchaser(s) is required for a change of layout plans/building plans of the Project, then the Purchaser(s) shall be deemed to have plans/building plans of the Project within a period of seven (7) days, from the proposed by the Promoters/ Developers. The Power of the plans of the

6. AGREEMENT:

6.1. The Purchaser(s) hereby agree/s to purchase from the Promoters/ Developers and the Promoters/ Developers hereby agrees to sell to the Purchaser(s), Flat No. 503, on 5th floor, in Building No. 2 admeasuring 562 square ft. Rera carpet area equivalent to 52.22 sq.mt. and in addition Dry Yard 24 sq. ft. equivalent to 2.22 sq.mt. (as per RERA) and more particularly described in the Second Schedule hereunder written and shown delineated by a Red coloured boundary line on the floor plan annexed hereto and marked as Annexure-"D", for the Total Consideration of Rs. 1,18,07,900/- (Rupees One Crore Eighteen Lakhs Seven Thousand Nine Hundred Only) including TDS amount, subject to the terms and conditions mentioned herein or in the approvals issued or granted by the Sanctioning Authorities.

7. PAYMENTS:

7.1. The Purchaser(s) has paid to the Promoters/ Developers a sum of Rs. 11,80,790/-(Rupees Eleven Lakhs Eighty Thousand Seven Hundred Ninety Only) out of the Total Consideration (the payment and receipt whereof, the Promoters/developers hereby admits and acknowledges and acquits, releases and discharges the Purchaser(s) from the payment thereof) being the earnest money/part consideration on or before the execution of this Agreement and agrees to pay the balance sum of Rs. 1,06,27,110/- (Rupees One Crore Six Lakhs Twenty Seven Thousand One Hundred Ten only) in the manner as more particularly stated as follows, for the Flat only, time being of the essence of this Agreement.

Sign. Promoters/ Developers Sign. Purchaser/s

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order/wire transfer/any other instrument in favour of the Designated Agcount, as the case may be. Any payment made into favour of any other account other than the Designated Account and/or any other account as may be ristructed in willing by the Promoters/ Developers as mentioned above shall be Treated as payment towards the Flat and shall be construed as a breach on the part of the Purchaser(s).

7.26. The payment towards the Contribution, Other Charges, and Taxes shall be made by the Purchaser(s) to the Promoters/ Developers in accordance with the demand raised by the Promoters/ Developers.

8. RIGHTS OF THE PROMOTERS/ DEVELOPERS:

- 8.1 It is expressly agreed that the right of the Purchase of under the Agreement's only restricted to the Flat agreed to be sold by the Purchaser(s) and car parking space/s if allotted and all of the Purchaser per the development agreement of the Promoters/ Developers shall be the sole property of the Promoters/Developers and the Promoters/ Developers shall be entitled to sell or deal with the same without any reference or recourse or consent or concurrence from the Purchaser(s) in any manner whatsoever.
- 8.2 The Purchaser(s) hereby grants his/her/their irrevocable authority, permission, and consent to the Promoters/ Developers, that the Promoters/ Developers shall have the sole and absolute right and authority and shall be entitled to deal with, sell or allot or otherwise dispose off any part or portion of the Building constructed in the Project as per the development agreement, as the case may be.
- 8.3 The Promoters/ Developers shall be at liberty and be entitled to amend the layout plan of the said Property, the building plans, and other Approvals for, including but not limited to:-
 - acquisition of additional plots of land from any person or persons and inclusion of such plots of land in the layout plan of the said Property; and
 - amalgamation of the said Property with any adjoining plots of land.

The Purchaser(s) shall not have any objection to the aforesaid and the Purchaser(s) does hereby grant his/her/their irrevocable consent to the Promoters/ Developers to carry out the necessary acts, deeds, matters, and things.

Sign Promoters/ Developers

Sign. Purchaser/s

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NOTICES X That all the notices to be served on the Purchaser(s) and the Promoters/ Developers agreement shall be deemed to have been duly served if sent to the BPurchaser(s) or the Promoters/ Developers by the Registered Post AD and notified email id /under certificate of posting at their respective addresses specified below;

Name-Of Purchaser(s) Address of Purchaser(s) :-Email ID of Purchaser(s)

:- LEENA VIDYADHAR GANGAN 402, New Radhey Krishna CHS, Behind yogeshwar tower, Hanuman nagar,

Kalyan East-421306

leenagan11@Gmail.com / drygangan @gmail.com

Mobile humber of Purchaser(s):- 9867084168

Name of Promoters/Developers:- M/S. SHRADDHA PRIME PROJECT LTD., Address of Promoters/ Developers:- Gr. Floor and First Floor,

> Manisha Heights Commercial Complex, Back Side Manisha Heights, Bal Rajeshwar Road, Vaishali Nagar, Mulund West, Mumbai-400080.

Email ID of Promoters/ Developers:- postsales@shraddhalandmark.com

- It shall be the duty of the Purchaser(s) and the Promoters/ Developers to inform 21.2 each other of any change in the address subsequent to the execution of this agreement in the above address by registered post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoters/ Developers or the Purchaser(s) as the case may be.
- 21.3 That in the case there are joint Purchaser(s) a communication shall be sent by the Promoters/ Developers to the Purchaser(s) whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser(s).

22. NOMINEE:

The Purchaser(s) hereby nominates Vidualkan S. Gangan ("said Nominee") as his/her/their nominee in respect of the said Premises. On the death of 22.1 The the Purchaser(s), the nominee shall assume all the obligations of the Purchaser(s) under this Agreement and in respect of the said Premises and shall be liable and responsible to perform the same, so far as permissible in law. The Purchaser(s) shall at any time hereafter be entitled to substitute the name of the Nominee. The Promoters/ Developers shall only recognize the Nominee, or the nominee

Sign.	Promoters/	Developers	

Sign. Purchaser/s

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substituted by the Purchaser(s) (if a such substitution has been intimated to the Promoters/ Developers in writing) and do with him/her/them in all matters pertaining to the said Premises, till the time the necessary order of the Court of law has been obtained by any legal heirs and/or representative of the Purchaser(s).

22.2 The heirs and legal representatives of the Purchaser(s) shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. or and/or by the Nominee.

23. ENTIRE AGREEMENT:

23.1 This Agreement along with its schedules and however constitutes are entire Agreement between the parties with respect to how best more and supersedes any and all understandings, any other agreement letter, correspondences, arrangements whether written or oral if any, between the parties in regard to the said Flat/building as the case may be.

24. RIGHT TO AMEND:

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

25. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTE/SUBSEQUENT PURCHASER(S):

25.1 It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the project shall equally be applicable to and enforceable against any subsequent Purchaser(s) of the [Flat], in case of a transfer, as the said obligations go along with [Flat] for all intents and purposes.

26. SEVERABILITY:

26.1If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the rules and regulations made there under or the applicable law, as the case may be and the remaining provisions of this agreement shall remain valid and enforceable ta the time of execution of this agreement.

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT;-

27.1 Wherever in this agreement it is stipulated that the Purchaser(s) has to make any payment, in common with Purchaser(s)(s) in the project the same shall be in

Sign. Promoters/ Developers

Sign. Purchaser/s

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33.3. Nothing contained hereinabove shall apply to any disclosure of Confidential Information if:-

- such disclosure is required by law or requested by any statutory or regulatory or judicial/quasi-judicial authority or recognized self-regulating Organization or other recognized investment exchange having jurisdiction over the Parties; or
- (ii) such disclosure is required in connection with any laight and laid to the such disclosure is required in connection with any laid to the such disclosure is required in connection with any laid to the such disclosure is required in connection with any laid to the such disclosure is required in connection with any laid to the such disclosure is required in connection with any laid to the such disclosure is required in connection with any laid to the such disclosure is required in connection with any laid to the such disclosure is required in connection with any laid to the such disclosure is required in connection with any laid to the such disclosure is required in connection with any laid to the such disclosure is required in connection with any laid to the such disclosure is required in connection with any laid to the such disclosure is required in connection with any laid to the such disclosure is required in connection with any laid to the such disclosure is required in connection with any laid to the such disclosure is required in the such di
- such information has entered the public domark ther that the above the Agreement
- Developers as contemplate by this Agreement shall be decined to have been duly served if sent to the Purchaser(s)/s or the Promoters/ Developers by Registered Post A.D. and notified Email ID/Under Certificate of Posting at their respective addresses specified in this agreement.
- (v) It shall be the duty of the Purchaser(s)/s and the Promoters/ Developers to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoters/ Developers or the Purchaser(s)/s, as the case may be.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the said Property)

All that piece and parcel of a Plot of land admeasuring 3630 sq. yards i.e. 3,035.05 sq. mts. Plot Nos. 5 and 7 formerly bearing Survey Nos. 59 and 60 and New Survey No. 35 Hissa No. 2 and Survey No. 37 Hissa No.5A/5B and bearing CTS No. 1048, 1049, and 1057, and 1057, revenue Village-Kanjur, Taluka-Kurla, Mumbai Suburban District situated at Near Kanjur Village Road, Kanjurmarg (East) Mumbai 400042, comes under the municipal jurisdiction of S ward, having four side boundary

On or towards East by: Kanjur Village Road
On or towards West by: Autumn Park Building

On or towards North by: Prabha Niwas
On or towards South by: Keni Chawl

Sign. Promoters/ Developers

Sign. Purchaser/s

Mundon

THE SECOND SCHEDULE HEREINABOVE REFERRED TO

St. Kell

(Description of the Flat

YALLYTHAT RESIDENTIAL /COMMERCIAL PREMISES being Flat No. 503, on 5th () \$\frac{3}{2} \exists | loor, in Building No. 2 admeasuring 562 square ft. Rera carpet area equivalent to 52:22 sq.mt. and in addition Dry Yard 24 sq. ft. equivalent to 2.22 sq.mt. (as per RERA) of the building known as "SHRADDHA PAVILLION" to be constructed on the property more particularly described in the FIRST schedule hereinabove, and the said shop/ office/ flat /premises is shown on sketch annexed hereto and marked as ANNEXURE-"D"

THE THIRD SCHEDULE ABOVE REFERRED TO

petalls of the common area facilities in the Real Estate Project)

The nature, extent, and description of the "Common areas and facilities" and of the Limited Common Areas and Facilities" shall be as under:

- (a) Common Areas and Facilities:
- Entrance lobby and foyer of the Building to the Purchasers of shop/ office/Flat.
- Compound of the Building, i.e., the open space area appurtenant to the builtii) up area of the building; space in the compound irrevocably reserved and allotted/ to be allotted to the

respective Flat Purchaser.

- Overhead Terrace of the building save and except such Terrace area as may iii) be exclusively allotted and reserved for any Flat Purchasers.
- Stair cases only as a means of ingress and egress to the respective Flat, iv) Amon Area and Facilities: V)
- Staircase landing and passage on each floor shall be for common user of only Flat Purchasers on the particular floor.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Specifications and Amenities)

TILING

- i. Vitrified Flooring in Living Room
- ii. Anti-skid tiles in bathrooms
- ili. Decorative chequered tiling in compound

KITCHEN

- Granite Platform with Stainless steel sink
- Vitrified Flooring in Kitchen
- Decorative dado tiling

Sign. Promoters/ Developers Sign. Purchaser/s hurungen

करल ४ १९३१५ पुप १९५ २०२३

TOILET

- Designer bathroom with Branded sanitary ware
- Concealed plumbing with premium quality CP Fittings

DOORS & WINDOWS

- Stylish doors in every room with elegant
- Stiding windows

WALLS & PAINTS

- Gypsum/POP finished Internal Walls
- Acrylic/Plastic paint of premium quality for interior walls
- External Acrylic Paint

ELECTRIFICATION

- Provision for Telephone, TV & Internet Connection in all rooms Branded concealed wiring
- Branded premium electrical fittings
- Power back up for lift
- Hi speed Elevators

SECURITY

- Earthquake Resistant RCC Structure
- Modern Fire Fighting System
- CCTV Cameras at entry gates and inside the compound
- Decorative compound wall with decorated gate

College Colleg

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands, the day and year first hereinabove written



WITHIN NAMED DEVELOPERS

M/S.SHRADDHA PRIME PROJECT LTD]

Through its directors

SHRI.SUDHIR BALU MEHTA

in the presence of

1. **A**

2. le

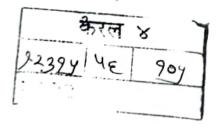


SIGNED AND DELIVERED BY THE WITHIN NAMED "PURCHASER(S)"

LEENA VIDYADHAR GANGAN

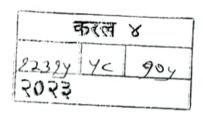
in the presence of :

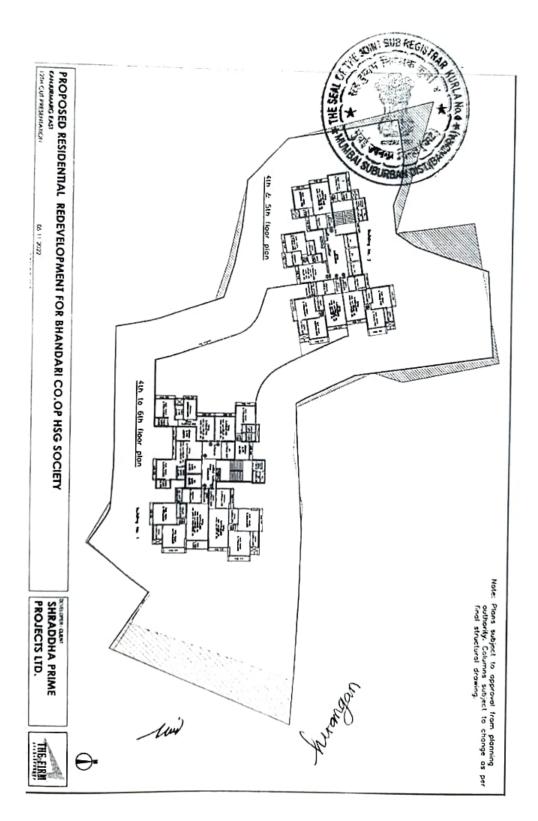
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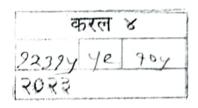


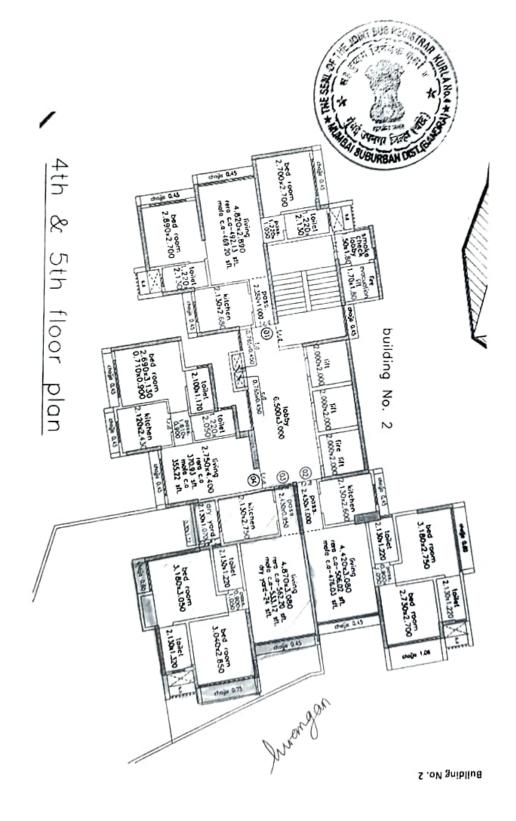


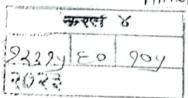












346 Form ——— in replying please quote and date of this letter with the corporation of GREAT WARRED AND THE THE PLAN TO THE PLAN

Intimation of Disapproval under Section 346 of the Mumbai Municipal Corporation Act, as amended up to date.

No. P-9369/2021/(1048 And Other)/S Ward/KANJUR-E/IOD/1/New

MEMORANDUM

Municipal Office,

Mumbai

To,

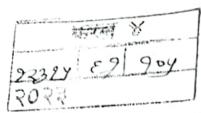
Secretary of M/s. Bhandari CHS LTD.

Ganesh Prasad , 4th floor , Room No.17 ,M/S Bhandari Co-Operative Housing Society Limited Kanjurmarg East Mumbal 400042

With reference to your Notice 337 (New), letter No. 9301 dated, 13/11/2021 and the plans, Sections Specifications and description and further particulars and details of your buildings at Proposed redevelopment Residential Building on Plot bearing CTS No. 1048, 1049 & 1057 Village Kanjur E, situated in S ward, Mumbal CTS/CS/FP No. 1048,1049,1057 furnished to me under your letter, dated 13/11/2021. I have to inform you that, I cannot approve of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Mumbal Municipal Corporation Act as amended up to date, my disapproval by reasons thereof:

A: CONDITIONS TO BE COMPLIED WITH BEFORE STARTING THE WORK.

- 1 B: FOR LABOUR CAMP / TEMPORARY SHED
- 2 That the board shall not be displayed showing details of proposed work, name of owner, developer, architect, R.C.C. consultant etc.
- 3 That the Janata Insurance Policy shall not be submitted
- That the bore well shall not be constructed in consultation with H.E.
- That the requisitions of clause 49 of DCPR 2034 shall not be compiled with and records of quality of work, verification, report, etc. shall not be maintained on site till completion of the entire work.
- 6 That the Revised CFO NOC shall not be submitted before issue of plan
- 7 That the work shall not be carried out between 6.00 a.m. to 10.00 p.m. in accordance with Rule SA (3) of the Noise Pollution (Regulation & Control) Rules, 2000 and the provision of notification issued by Ministry of Environment and Forest department from time to time shall not be duly observed.
- 8 That the Pre-requisites as per Ease of Doing Business circular shall not be submitted before applying for Plinth C.C.



4132400 10880 12 17 7

P-9369/2021/(1048 And Other)/S

That the work will not be carried out strictly as per approved plan and in conformity with the

That the construction activity for work of necessary piling shall not be carried out by employing undern techniques such as rotary drilling, micro piling etc. Instead of conventional jack and hammer to avoid necessary drilling buildings.

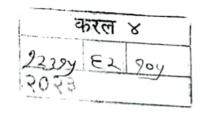
The extra water and severage charges shall not be paid to A E (M, M,) E Mand that the Soll Investigation Report from Geologist shall not be submitted. 9 10

11

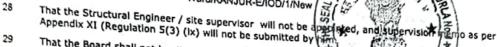
the extra water and sewerage charges shall not be paid to A.E.(W.W.) S Ward. mappreferably electric vehicle shall not be used for all the development activities such as transporting 12

13

- That the C.C. shall not be asked unless payment of advance for providing treatment at construction site to prevent epidemics like Dengue, Malaria, etc. Is made to the Insecticide Officer of the concerned Ward Office and provision shall be made as and when required by Insecticide Officer for Inspection of water tanks by providing safe and stable ladder, etc. and requirements as communicated by the 14
- That project proponent shall abide with forth coming policies, circulars etc. RUT to that effect shall not 15
- That project proponent shall not pay any short Recovery at the prevailing rate/policies at the time of short payment after audit, registered undertaking to that effect shall not be submitted 16
- That the necessary NOC/remarks from Electric supply company shall not be submitted before applying 17
- That the Mechanical ventilation NOC/remarks from Ch.E(M&E)/consultant shall not be submitted before 18 applying for plinth CC.
- That the necessary remarks/NOC from Electric supply company shall not be submitted before applying 19 for plinth CC.
- That the compound wall is not constructed on all sides of the plot clear of road widening line with foundation below the bottom of road side drain without obstructing the flow of rain water from the 20 adjoining holding to prove possession of holding before starting the work as per D.C.Regulation No. 38(27).
- That the plot boundary shall not be got demarcated from C.S.L.R. and demarcation certificate shall not 21 be submitted to this office.
- That this office will not be intimated in prescribed proforma for checking the opens spaces and 22 building dimensions as soon as the work upto plinth is completed
- 23 That the N.O.C. from Insecticide Officer shall not be submitted
- That the parking layout from E.E. (T.C.) will not be submitted before asking amendment in plans 24
- That the registered undertaking shall not be submitted for payment of difference for fungible, 25
- That the requisite premium as intimated will not be paid before applying for C.C. 26 27
- That the registered undertaking shall not be submitted for payment of difference for fungible, open space deficiency or any type of premium retrospectively as & when demanded by M.C.G.M.



P-9369/2021/(1048 And Other) 35 Ward/KANJUR-E/IOD/1/New



That the Board shall not be displayed showing details of pro architect, R.C.C. consultant etc.

Worksmame and developer, 30 That the elevation features shall not be provided as per policy circs amendment in 31

- That the internal staircase shall not be provided with minimum 1.50m width, before asking 32
- That the no dues pending certificate from A.E Water works "S" ward shall not be submitted. 33
- That the N.O.C. from Tree authority shall not be submitted before asking for plinth C.C.
- That the Recovery towards deficiency towards Reg. 47(1)(B)(a) shall not be paid, before asking 35
- That the clearance certificate from assessment Department regarding upto date payment of Municipal 36
- That the proposed L.O.S. on podium shall not be made accessible by common staircase/ Lift lobby, before asking amendment in plans. 37
- That the permission/s granted for proposed development will be used as tool to vacate the existing

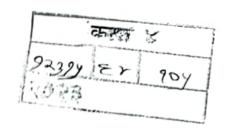
C: CONDITIONS TO BE COMPLIED BEFORE FURTHER C.C.

- That the plinth/stilt height shall not be got checked by this office staff 1
- 2 All the payments as intimated by various departments of MCGM shall not be paid.
- That the Indemnity Bond Indemnifying the Corporation for damages, risks, accidents, etc.and to the 3 occupiers and an undertaking regarding no nulsance shall be submitted before C.C./starting the work
- That the Material testing report shall not be submitted
- That the quarterly progress report of the work shall not be submitted by the Architect 5
- That the no dues pending certificate from A.E. Water works "S" Ward shall not be submitted. 6 7
- That the No dues pending certificate from Assessment department shall not be submitted.
- That Architect shall not certify that all rehab tenants are proposed to rehab by providing BUA as per 8 fungible area worked out as per Reg. 31(3) of DCPR2034 and there is no excess deficit as shown in Proforma A of last approved plans and complied all conditions stipulated in Reg. 31(3) of DCPR2034, before asking amended approval / OC

D: GENERAL CONDITIONS TO BE COMPLIED BEFORE O.C.

- That the low lying plot will not be filled up to a reduced level of at least 27.55 M Town Hall Datum or 0.15 m above adjoining road level whichever is higher with murum, earth, boulders etc. and shall not be levelled, rolled, consolidated and sloped towards road side.
- That the PRC of Road setback in the name of BMC without asking for any compensation in any form shall not be submitted

Page 3 of 10 On 19-Jul-2022



P-9369/2021/(1048 And Other Ward/KANJUR-E/IOD/1/New

() That proper gutters and down pipes are not intended to be put to pre leaves of the roof on the

() That the drainage work generally is not intended to be executed in account of the control of

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements. but not otherwise you will be at liberty to proceed with the said building or work at anytime before the 18 July day of 2023 but not so as to contrivance any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time In force.

Your attention is drawn to the Special Instructions and Note accompanying this Intimation of Disapproval.

Executive Engineer, Building Proposals,

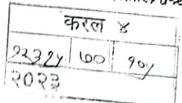
SPECIAL INSTRUCTIONS

- 1. THIS INTIMATION GIVES NO RIGHT-TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.
- 2. Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Mumbai has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.
- 3. Under Byelaw, No. 8 of the Commissioner has fixed the following levels :-

*Every person who shall erect as new domestic building shall cause the same to be built so that every part of the plinth shall The state of the s

- a) Not less than, 2 feet (60 cms.) above the center of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer than existing or thereafter to be-laid in such street
- b) Not less than 2 feet (60 cms.) Above every portion of the ground within 5 feet (160 cms.) of such building.
- c) Not less than 92 ft. ([[TownHall]] above Town Hall Datum.
- 4. Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion on occupation is detected by the Assessor and Collector's Department.
- 5. Your attention if further drawn to the provision of Section 353-A about the necessary of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbal to inspect your premises and to grant a permission before occupation and to leavy penalty for non-compliance under Section 471 if necessary.
- 6. Proposed date of commencement of work should be communicated as per requirements of Section 347 (1) (aa) of the Bombay Municipal Corporation Act.
- 7. One more copy of the block plan should be submitted for the Collector, Mumbal Suburbs District.

Page 5 of 10 On 19-Jul-2022



C - 3



MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN /

No P-9369/2021/(1048 And Other)/S Ward/Katharite E/CC/AThow

COMMENCEMENT CERTIFICATE

To. M/S. SHRADDHA PRIME PROJECT LTD. 50, GOYAL TRADE CENTER, SHANTIVAN, BORIVALI EAST, MUMBAI

Sir,

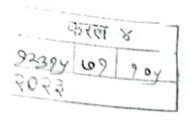
With reference to your application No. P-9369/2021/(1048 And Other)/S Ward/KANJUR-E/CC/1/New Dated, 13 Nov 2021 for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated 13 Nov 2021 of the Mumbal Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. - C.T.S. No. 1048,1049,1057 Division / Village / Town Planning Scheme No. KANJUR-E situated at - Road / Street in S. Ward 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 line shall form
- 2. That 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 permission has been granted.
- 3. The Commencement Certificate/Development permission shall remain valid for one year commencing
- 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 :-
 - 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.
 - Any of the conditions subject to which the same is granted or any of the restrictions imposed by b. the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
 - The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the C. 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.
- The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors. assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri, Executive Engineer (BP) ES II Executive Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 8/1/2024





Valid Upto:

08 Jan 2024

P-9369/2021/(1048 And Other)/S Ward/KANJUR-E/CC/1/New

C.C. up to plinth as per approved IOD plans dated 19.07.2022 (Zero FSI CC)

Cc to:

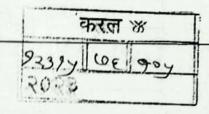
2. Collector Mumbai Suburban /Mumbai District.

For and on behalf of Local Authority Municipal Corporation of Greater Mumbai

Executive Engineer . Building Proposal Eastern Suburb S Ward Ward

urmarg, Kurla,





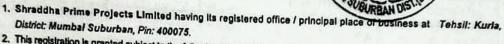
Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following P51800049739

Project: Shraddha Pavillion , Plot Bearing / CTS / Survey / Final Plot N Mumbal Suburban, 400042:



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;

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.

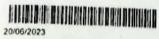
- The Registration shall be valid for a period commencing from 24/02/2023 and ending with 09/01/2027 unless renewed by the Maharashtra Real Estate Regulatory Authority In accordance with section 5 of the Act read with
- The promoter shall comply with the provisions of the Act and the rules and regulations 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

8.4

Signature valid

Dated: 24/02/2023 Place: Mumbal

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



मुदांक शुल्क आकारताना निवडतेला

भन्दछेद :- :

सूची क.2

दुस्यम जिल्हाम सह दुनि कुली 4

ZFR WATER: 12315/2023

ओदणी Regn 63m

	Reginstan
	गावाचे भाव : कांजुर
(1)विलेखाचा प्रकार	क्साशा
(2)मोषदसा	11807900
(3) बाजारभाग(भाडेपटटवाच्या वावतितपटटाकार आकारणी देती की पटटेदार ते नमुद करावे)	10175812
(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)	 पासिकेचे नावःमुंबई मनपा इतर वर्णन :सटनिका नः 503, माळा नः 5 वा मजला, इमारतीये नावः श्रद्धा पेटिहिसियन,बिल्डिंग मं 2, ब्लॉक नं: कांजूरमार्ग पूर्व मुंबई-400042, सेड : कांजूर टिह्निज रोड जवळ, इतर माहितीः मोजे कांजूर सटनिकेचे क्षेत्रफळ 562 ची पुट रेस कारपेट,झय क्षेत्र 24 ची.इतर माहिती दस्तात नमूद केल्याप्रमाणे((C.T.S. Number : 1048,1049, and 1057, and 1057 :))
(5) क्षेत्रफळ	1) 59.90 थी.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तरंवज करून देणा-या/तिहून ठेवणा- या पक्षकाराचे नाव किंवा दिवाणी न्यायात्याचा हुकुमनामा किंवा आदेश असल्यास,पतिवादिचे नाव व पत्ता.	1): नावः मेसर्स श्रद्धा प्राइम प्रोजेक्ट तिमिटेड चे संवासक सुधीर बाळ् मेहता तर्फ मुख्यार जितेद गायकवाड वयः-30; पत्ताः प्लॉट नं: -, माळा नं: तळ मजता आणि पहिला मजला. इमारतीचे नावः मनीषा हाईट्स कमर्शियल कॉम्प्लेक्स, दशॉक नं: मागच्या बाजूला मनीषा हाईट्स, मुनुड पश्चिम, मुंबई रोड नं: बाल राजेश्वर रोड, वैशाली नगर , महाराष्ट्र, मुंबई. पिन कोड: 400080 पॅन नः AAACT6881D
(8)टस्तपेवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायातयाया हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-सीना विद्याधर गांगण वय:-49; पत्ता:-प्लॉट ने: 402, माळा ने: -, इसारतीय नाव: न्यू
(9) दस्तऐवज करून दिल्याचा दिनांक	20/06/2023
10)दस्त नोंदणी केल्याचा दिनांक	20/06/2023
11)अनुक्रमांक,खंड व पृष्ठ	12315/2023
12)बाजारभावाप्रमाणे मुद्रांक शुल्क	708500 REGISTRAR
13)बाजारभावाप्रमाणे नॉटणी शुल्क	30000 ST SUB TO THE SU
14)गेरा	W/4 600 10
्रत्याकनासाठी विचारात घेतलेला तपशीलः द्रांक शुल्क आकारताना निवडलेला	(i) within the limits of any Municipal Corporation or and Comment area annexed to