

~~Office Copy~~  
~~ड्राफ्ट डीएच डीएच~~  
(90/2305)

Received 24/7/2023

DBA

1990 20130  
369/14530  
(2023/07)

Receipt (Part)

369/14530  
Friday, July 21, 2023  
4:08 PM

पावती

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

पावती क्र.: 16248 दिनांक: 21/07/2023

मागाचे नाव: हरिचाली  
दस्तावेजाचा अनुक्रमांक: करण-1-14530-2023  
दस्तावेजाचा प्रकार: ऑनलाईन डू सेल  
सादर करणाऱ्याचे नाव: दुर्वास भीष्मर जगते

नोंदणी फी  
दस्त हाताळणी फी  
पुढाची संख्या: 115

₹. 30000.00  
₹. 2300.00

एकूण:

₹. 32300.00

**DELIVERED**

आपणास मूळ दस्त, वॉकवेल स्ट्रिट, मुंबी-२ अंदाजे  
4:29 PM ह्या वेळेस मिळेल.

  
ड. निबंधक कुर्ता १

बाजार मूल्य: ₹. 7311757.88 /-  
मोबदला ₹. 7580000/-  
भरलेले मुद्रांक शुल्क: ₹. 454800/-

श्री. दुर्वास निबंधक  
कुर्ता-१ (वॉ-२)

- 1) देयकाचा प्रकार: DHC रकम: ₹. 3000/-  
डीडी/घनादेश/पे ऑर्डर क्रमांक: 2107202305839 दिनांक: 21/07/2023  
बँकेचे नाव व पत्ता:
- 2) देयकाचा प्रकार: DHC रकम: ₹. 2000/-  
डीडी/घनादेश/पे ऑर्डर क्रमांक: 2107202305236 दिनांक: 21/07/2023  
बँकेचे नाव व पत्ता:
- 3) देयकाचा प्रकार: eChallan रकम: ₹. 300000/-  
डीडी/घनादेश/पे ऑर्डर क्रमांक: MH005321639202324E दिनांक: 21/07/2023  
बँकेचे नाव व पत्ता:



मूल्यांकन पत्रक ( शहरी क्षेत्र - बांधीव )					
Valuation ID	202307215107				21 July 2023,02:51:35 PM
करल:					
मूल्यांकनाचे वर्ष	2023				
जिल्हा	मुंबई(उपनगर)				
मूल्य विभाग	112-हरियाली - कुर्ला				
उप मूल्य विभाग	भुभाग: हुतगती मार्गाच्या पूर्वेस अनालेखा सर्व मिल्कती (कन्नमवार नगर)				
सर्व्हे नंबर.न. भू क्रमांक	सि.टी.एस. नंबरA356				
वार्षिक मूल्य दर सवलतानुसार मूल्यदर रु.	सुली जागी	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक
58970	139830	160810	174790	139830	मोजमापानाचे एकक चौरस मीटर
बांधीव क्षेत्राची माहिती					
बांधकाम क्षेत्र (Built Up)	41.76 चौरस मीटर	मिल्कतीचा वापर -	निवासी सदनिका	मिल्कतीचा प्रकार -	बांधीव
बांधकामाचे वर्गीकरण- उद्भवहन सुविधा	1-अर सी सी आहे	मिल्कतीचे स्थ. मजला -	8 10 2थरे 21st floor To 30th floor	बांधकामाचा दर -	Rs.30250/-
रकबा संशुद्ध	Nil				
Sale Type - First Sale	Sole/Resale of built up Property constructed after circular dt.02/01/2018				
वास्तु नियम धट/वाट	- 115% apply to rate= Rs.160804/-				
प्रस्तावानुसार मिल्कतीचा प्रति चौ. मीटर मूल्यदर	= (वार्षिक मूल्यदर - शुल्का जमिनीचा दर ) * प्रस्तावानुसार टक्केवारी ) / शुल्का जमिनीचा दर ) = ( ( (160804-58970) * (100 / 100) ) / 58970 ) = Rs.160804/-				
A) मुख्य मिल्कतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिल्कतीचे क्षेत्र = 160804 * 41.76 = Rs.6715175.04/-				
B) बांधीव बाळकनी जागेचे क्षेत्र	3.71 चौरस मीटर				
बांधीव बाळकनी जागेचे मूल्य	= 3.71 * 160804 = Rs.596582.84/-				
Applicable Rules	= 10A,2 D				
एकत्रित अंतिम मूल्य	= मुख्य मिल्कतीचे मूल्य + बांधकामाचे मूल्य + रेडीफाईन पत्रला क्षेत्र मूल्य + हस्तगत सज्जीचे मूल्य + दरीह सज्जीचे मूल्य + बांधीव बांधकामाचे मूल्य + शुल्का जमिनीवरील वाहन ताकते मूल्य + इतरांची सोपवतक शुल्का जागेचे मूल्य + बांधीव बाळकनी + रेडिफाईन बांधकाम = A + B + C + D + E + F + G + H + I + J = 6715175.04 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 596582.84 + 0 =Rs.7311757.88/-				

**करल - 9**  
 98970    9    991  
**2023**

Home    Print



सह. दुय्यम निबंधक  
कुर्ला-१ (वर्ग-२)

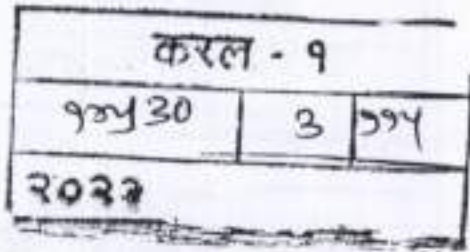




GRN : MH005321639202324E Amount : 4,84,800.00

Bank : INDIAN OVERSEAS BANK Date : 17/07/2023-17:41:07

1	(S)-369-14530	0002857118202324	21/07/2023-16:08:11	IGR197	30000.00
2	(S)-369-14530	0002857118202324	21/07/2023-16:08:11	IGR197	454800.00
Total Defacement Amount					4,84,800.00



Signature Not Verified

Digitally signed by D3  
DIRECTORATE OF  
ACCOUNTS AND  
TREASURIES, MUMBAI 02  
Date: 2023.07.17 16:13:24  
IST  
Reason: GRAS Secure  
Document  
Location: India



CHALLAN  
MTR Form Number-6



GRN	MH005321639202324E	BARCODE			Date	17/07/2023-17:41:07	Form ID	25.2
Department	Inspector General Of Registration		Payer Details					
Type of Payment	Stamp Duty Registration Fee		TAX ID / TAN (If Any)					
Office Name	KRL1_JT SUB REGISTRAR KURLA NO 1		PAN No.(If Applicable)	AAEFH2784A				
Location	MUMBAI		Full Name	HIRANIMANTHAN BUILDERS AND DEVELOPERS				
Year	2023-2024 One Time		Flat/Block No.	Flat No. 2305 Twenty Third Floor KANNAMWAR NAGAR SHANTI DHAM CO. OP. HOUSING SOCIETY LTD				
Account Head Details			Amount in Rs.	Road/Street				
0030045501	Stamp Duty		454800.00	of Bldg. No. 90 Survey No. 113 and C. T. S. No. 356A/2 (part), at Kannamwar Nagar No. 2, Vikhroli				
0030063301	Registration Fee		30000.00	Area/Locality Mumbai				
				Town/City/District				
				PIN				
				4 0 0 0 8 3				
				Remarks (If Any)				
				PAN2-AHGPA2965F-SecondPartyName-DURVAS SHRIDHAR				
				AMARE-CA=7580000-Marketval=0 करल - 9				
				9230 8 994				
				2023				
				Amount in Words				
				Four Lakh Eighty Four Thousand Eight Hundred Rupee				
Total			4,84,800.00	s Only				
Payment Details			INDIAN OVERSEAS BANK		FOR USE IN RECEIVING			
Cheque/DD Details			Bank CIN	Ref. No.	027004520230			
Cheque/DD No.			Bank Date	RBI Date	17/07/2023-			
Name of Bank			Bank-Branch	INDIAN OVERSEAS BANK				
Name of Branch			Scroll No. , Date	Not Verified with				

करल - 9  
9230 8 994  
2023



Department ID:  
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered documents.  
सादर घटने केवल दुरुम निवृत्त कार्यालयत मोदणी करावयाचा दस्तावेजादी लागू आहे . मोदणी न करावयाचा दस्तावेजादी नाही .

*Amare*

करल - १		
१२५७०	५	१२५
२०२३		

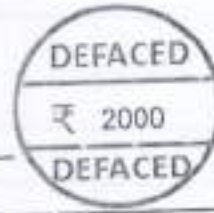


**D**ocument **H**andling **C**harges  
Inspector General of Registration & Stamps

**Receipt of Document Handling Charges**

PRN 2107202305236	Receipt Date 21/07/2023
-------------------	-------------------------

Received from SELF, Mobile number 9082579527, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 14530 dated 21/07/2023 at the Sub Registrar office Joint S.R. Kurla 1 of the District Mumbai Sub-urban District.



**Payment Details**

Bank Name SBIN	Payment Date 21/07/2023
Bank CIN 10004152023072104860	REF No. 320233489287
Deface No 2107202305236D	Def..ce Date 21/07/2023

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







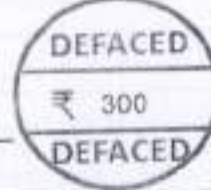
**D**ocument **H**andling **C**harges  
Inspector General of Registration & Stamps

**Receipt of Document Handling Charges**

PRN 2107202305839

Receipt Date 21/07/2023

Received from SELF, Mobile number 9082579527, an amount of Rs.300/-, towards Document Handling Charges for the Document to be registered on Document No. 14530 dated 21/07/2023 at the Sub Registrar office Joint S.R. Kurla 1 of the District Mumbai Sub-urban District.



**Payment Details**

Bank Name SBIN

Payment Date 21/07/2023

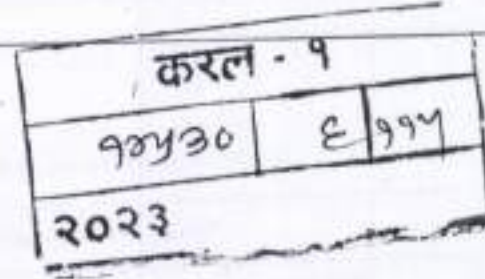
Bank CIN 10004152023072105409

REF No. 320233396967

Deface No 2107202305839D

Deface Date 21/07/2023

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



करल - १		
१३५३०	५	११५
२०२३		

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 2107202305236	Date 21/07/2023
Received from SELF, Mobile number 9082579527, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Kurfa 5 of the District Mumbai Sub-urban District.	
Payment Details	
Bank Name SBIN	Date 21/07/2023
Bank CIN 10004152023072104860	REF No. 320233489287
This is computer generated receipt, hence no signature is required.	



Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 2107202305539	Date 21/07/2023
Received from SELF, Mobile number 9082579527, an amount of Rs.300/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Kurfa 5 of the District Mumbai Sub-urban District.	
Payment Details	
Bank Name SBIN	Date 21/07/2023
Bank CIN 10004152023072105409	REF No. 320233308967
This is computer generated receipt, hence no signature is required.	

करल - १		
१०५३०	८	११५
२०२३		

*D. Amare*

## AGREEMENT FOR SALE

(u)

**THIS AGREEMENT FOR SALE** is made and entered into at Mumbai, this 21<sup>st</sup> July, 2023.

**BETWEEN**

**M/S. HIRANIMANTHAN BUILDERS AND DEVELOPERS**, (PAN NO. AAEFH2784A) a Partnership Firm, duly registered with Registrar of Firms having its office at B-110, Sweta Park, Daulat Nagar, Road No.2, Borivali (East), Mumbai - 400 066, through its Partners (1) **MR. DINESH B. SAVANT & (2) MR. HASMUKH R. HIRANI** both adults, occupation Business, hereinafter referred to and called as "**THE PROMOTER/DEVELOPERS**" (which expression shall unless repugnant to the context and meaning thereof shall mean and include its partners for the time being and from time to time and also successors and assignees (who have retired or have retired) of the **FIRST PART**



**AND**

**MR. DURVAS SHRIDHAR AMARE** age 43 years (Pan No. AHGPA2985F) Indian Inhabitant, having his/her/their address at 251/9777, C WING, 4TH FLOOR, SAMADHAN CHSL, KANNAMWAR NAGAR, VIKHROLI (EAST), MUMBAI - 400 083 hereinafter called "**THE PURCHASER/S / ALLOTTEES**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, and administrators) of the **SECOND PART**;

(u)

*D. Amare*

करल = १		
११५३०	९	११५
WHEREAS		
२०२२		

(a) The **KANNAMWAR NAGAR SHANTI DHAM CO. OP. HOUSING**

**SOCIETY LTD.** under a Lease Agreements dated 15/02/2014 entered into with the Maharashtra Housing & Area Development Authority and a separate Sale Deeds became the lessees of land admeasuring 710.11 Sq.mts and the Owners of the structure of the building as such were absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the Building No. 90 Survey No. 113 and C. T. S. No. 356-A/2 (part), admeasuring 710 Sq.mts., in the Registration District and sub-District Kurla, District Mumbai and more particularly described in the Schedule hereunder written.

(b) AND ~~WHEREAS~~ The said building known as Bldg. No. 90 has become old and is presently in a dilapidated condition as is required to undergo reconstruction of the same.

(c) By Registered Development Agreement dated 13/08/2018 made between **KANNAMWAR NAGAR SHANTI DHAM CO. OP. HOUSING SOCIETY LTD.** and the Promoter/Developers the parties hereto entrusted the development rights in respect of the said property described in the schedule hereunder written to the Promoter/Developers above named for the redevelopment and upon the terms and conditions contained in the Development Agreement dated 13/08/2018. The said society also executed Registered General Power of Attorney in favour of the Party of the First Part and granted the development right of the said property and to exploit the FSI and/or to load TDR for construction and reconstruction of the building on the said property and to do all such acts and to take such other steps for development and redevelopment of the said property.

*D. Amare*

करल - १		
११/१३०	१०	११५
२०२३		

- (d) The Promoter/Developers got the plans for the redevelopment of the said property sanctioned and obtain I.O.D. bearing No. MH/EE/(B.P.)/GM/MHADA-09/409/2019 dated 13/11/2019 Hereto annexed and marked **Annexure-I** is a photo copy of the I.O.D. bearing NO. MH/EE/(B.P.)/GM/MHADA-09/409/2019 dated 13/11/2019.
- (e) Upon obtaining the said I.O.D. as above the Promoter/Developers have now proposed to demolish the then existing structure and/or building standing on the said property for commencing, continuing and completing the development work of the said property.
- (f) M/s. V & M LEGAL, the Advocates & Solicitors have certified the title of Promoter/Developers to the said property clear, marketable and free from all encumbrances and reasonable doubt. Hereto annexed and marked **Annexure -II** is the copy of the said Certificate dated 11/03/2020
- (g) The Promoters/Developers abovenamed propose to commence the construction of their proposed building on the said property described in the schedule hereunder written as per the all sanctioned plan by M.C.G.M./MHADA to be named as **KANNAMWAR NAGAR SHANTI DHAM CO. OP. HOUSING SOCIETY LTD.** and have started selling, transferring and disposing of the residential/commercial/ premises/ units/ garages/ car parking space under stilt / car parking spaces in the development of the property described in the schedule hereunder written under the provisions of Maharashtra Ownership Flats (Regulation on the promotion of Construction, sale, Management and Transfer) Act, 1963 and the rules framed thereunder from time to time.



*D. Amare*

करल : १		
(h) ११/३०	२१	११५
२०२३		

Allottees/Purchaser/s hereby declare/s and confirm/s that he/she/they has/have entered into this Agreement after reading and having understood the contents of all the hereinbefore recited, Agreements deeds, documents, writings and papers, and all disclosure made by the Promoter/Developers to the Allottees/Purchaser/s and with full knowledge and information thereof, and subject to the terms, conditions and stipulations imposed, or which may hereafter be imposed by the Brihanmumbai Mahanagar Palika and all other concerned Government bodies and/or authorities, and also subject to the Promoter/Developers right to make the necessary amendments, variations, modifications and/or changes therein, and their right to use, utilize, consume and exploit the entire balance and /or additional Floor Space Index (hereinafter referred to as F.S.I.) available on the said properties, as also the entire benefit of any other and/or further FSI that may be available to the Promoter/Developers under the Scheme of Transfer of Development Rights (TDR) and/or under any other scheme as may be permissible under any law and/or statute.

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

1. The Recitals above form an integral part of this Agreement and are not repeated in the operative part only for the sake of brevity and the same should be deemed to be incorporated in the operative part also as if the same were set out hereinafter and reproduced verbatim.
2. The Developer shall be constructing the Proposed Buildings to be known as **"KANNAMWAR NAGAR SHANTI DHAM CO. OP. HOUSING SOCIETY LTD."** on the said Property in accordance with the plans, designs, specifications approved by the concerned local authority and which may further be approved by the concerned local authorities (for the additional floors as recited above) and

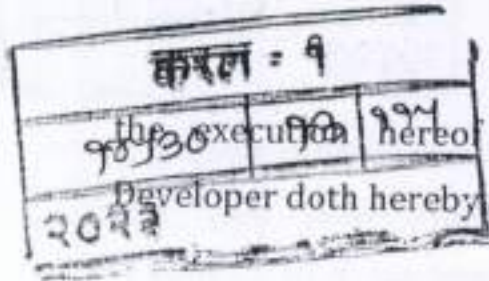
करल - १		
१०५३०	१२	११५
२०२३		

which sanctioned plans as well as proposed plans have been seen and approved by the Allottees/Purchaser/s with only such variations as the Developer may consider necessary or as may be required by the concerned local authority the Government to be made in them or any them.

3. In consideration of the aggregate **Sum Rs. 75,80,000/- (Rupees Seventy Five Lakh & Eighty Thousand Only)** agreed to be paid by the Allottees/Purchaser/s to the Developer in the manner contained in Clause 4 hereunder written, the Developer hereby agrees to sell to the Allottees/Purchaser/s and the Allottees/Purchaser/s agree/s to purchase from the Developer the said Flat bearing No. **2305** on the **Twenty Third Floor** of the Proposed Building and known as "**KANNAMWAR NAGAR SHANTI DHAM CO. OP. HOUSING SOCIETY LTD.**" in the proposed project Redevelopment of "**Bldg. No. 90, Kannamwar Nagar No. 2, Vikhroli (East), Mumbai 400 083**" to be constructed on the said Property admeasuring **approximately 37.96 square meters RERA Carpet area equivalent to 408.44 Square Feet and Balcony Area 36.25 Sq. Ft.** in the aggregate together with all rights of and incidental thereto and together with the right to use and enjoy the limited common areas and facilities and the common areas and facilities in common as specified in Part A and Part B respectively of the **Third Schedule** hereunder written (all of which aforesaid rights and entitlements of the Developer agreed to be sold hereunder are hereinafter collectively referred to as "**the said Premises**").
4. The said aggregate consideration of **Rs. 75,80,000/- (Rupees Seventy Five Lakh & Eighty Thousand Only)** shall be paid by the Allottees/Purchaser/s to the Developer in the following manner:
- (a) **Rs. 1,00,000/- (Rupees One Lakh Only)** being the booking amount paid by the Purchaser/s to the Developer prior to



*DS Amare*



(the payment and receipt whereof the Developer doth hereby admit and acknowledge).

Sr. No.	Particulars of work	% of Payment	Amount
1	On Booking	10%	758000
2	Completion of piling work	20%	1516000
3	On Completion of Footing	8%	606400
4	On Completion of Basement / Plinth	7%	530600
5	Completion of 1st Slab	3%	227400
6	Completion of 2nd Slab	2%	151600
7	Completion of 3rd Slab	2%	151600
8	Completion of 4th Slab	2%	151600
9	Completion of 5th Slab	2%	151600
10	Completion of 6th Slab	2%	151600
11	Completion of 7th Slab	2%	151600
12	Completion of 8th Slab	2%	151600
13	Completion of 9th Slab	2%	151600
14	Completion of 10th Slab	2%	151600
15	Completion of 11th Slab	2%	151600
16	Completion of 12th Slab	2%	151600
17	Completion of 13th Slab	2%	151600
18	Completion of 14th Slab	2%	151600
19	Completion of 15th Slab	2%	151600
20	Completion of 16th Slab	2%	151600
21	Completion of 17th Slab	2%	151600
22	Completion of 18th Slab	2%	151600
23	Completion of 19th Slab	2%	151600
24	Completion of 20th Slab	2%	151600
25	Completion of 21th Slab	2%	151600
26	Completion of 22th Slab	2%	151600
27	Completion of 23th Slab	2%	151600
28	Completion of 24th Slab	2%	151600
29	On completion of brickwork & plastering	1.50%	113700
30	On completion of internal Work	1.50%	113700
31	On completion of External Work	1.50%	113700
32	Before handing over Possession	1.50%	113700
<b>Total</b>		<b>100%</b>	<b>7580000</b>

Q

D. S. Amore



करल - १		
१२५३०	१४	१९५
२०२३		

Note :

(i) The Total Price above includes the booking amount paid by the Allottees/Purchaser/s to the Promoter/Developers towards the Apartment.

(ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter/Developers by way of Value Added Tax, Service Tax, Cess, G.S.T or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter/Developers) up to the date of handing possession of the Apartment.

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottees/Purchaser/s to the Promoter/Developers shall be increased/reduced based on such change / modification;

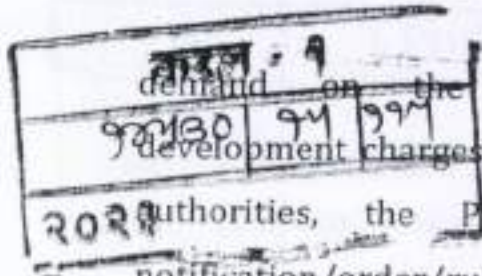


(iii) The Promoter/Developers shall periodically intimate to the Allottees/Purchaser/s, the amount payable as stated in (i) above and the Allottees/Purchaser/s shall make payment within 7 (Seven) days from the date of such written intimation. In addition, the Promoter/Developers shall provide to the Allottees/Purchaser/s the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of Apartment includes: 1) *pro rata* share in the Common Areas; as provided in the Agreement.

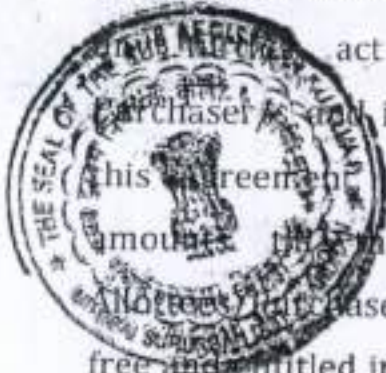
5. The Total Price is escalation-free, save and except increases which the Allottees/Purchaser/s hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter/Developers undertakes and agrees that while raising a

*Signature*



demand on the Allottees/Purchaser/s for increase in development charges, cost/charges imposed by the competent authorities, the Promoter/Developers shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottees/Purchaser/s, which shall only be applicable on subsequent payments.

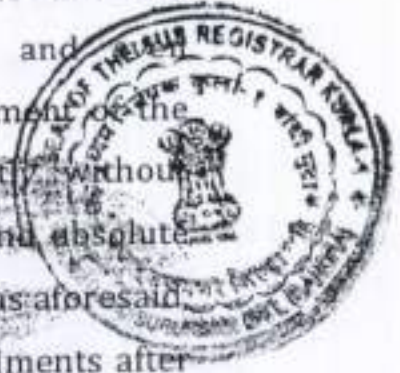
6. Notwithstanding anything contained in this Agreement, it is specifically agreed that time for making the payments of the installments as mentioned in Clause 4 above is strictly of the essence of this contract and any delay by the Purchaser/s in making the said payment/s shall forthwith render this Agreement terminable at the sole and exclusive option of the Developer without act and/or reference and/or recourse to the Purchaser/s and in the event of the Developer so terminating this Agreement the Developer shall be entitled to forfeit the amount then received by the Developer from the Allottee/Purchaser/s and thereupon the Developer shall also be free and entitled in its own right to deal with the said Flat and the Developer's rights therein, in any manner as the Developer in its sole discretion deems fit and proper, without any reference, recourse and/or payment whatsoever to the Allottees/Purchaser/s and without the requirement of any orders of declaration of termination from any Courts and without the requirement of any document or deed of cancellation. A termination letter issued by the Developer to the Allottees/Purchaser/s regarding such termination shall effectively terminate this Agreement and thereupon the Allottees/Purchaser/s shall have no right, title, interest, share, claim or demand in to or upon the said Premises and/or any part thereof and/or otherwise against the Developer in any manner whatsoever and howsoever arising.



*Deviyani*

करल - १		
१०१३०	१६	१११
२०२३		

7. The Allottees/Purchaser/s hereby agree/s and undertake/s that he/she/they are not entitled to and shall not have any right, title, interest, share, claim, demand of any nature whatsoever and howsoever arising against the Developer/its transferee/s/allotted/s/nominee/s and/or otherwise in to upon the said Premises in such an event of termination PROVIDED HOWEVER THAT the Developer shall not exercise the aforesaid right of termination as provided under this Clause 6 unless and until a notice of 15 (Fifteen) days demanding payment of the due installment is given to the Allottees/Purchaser/s and thereafter, the Allottees/Purchaser/s fail to make payment of the relevant installment PROVIDED FURTHER that strictly without prejudice to the aforesaid, the Developer in its sole and absolute discretion may, instead of treating this Agreement void as aforesaid, permit the Allottees/Purchaser/s to pay the said installments after their respective due dates but after charging interest thereon @ 24% p.a.
8. Provided further that upon termination of this Agreement as aforesaid, the Promoter/Developers shall refund to the Allottees/Purchaser/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter/Developers) within a period of six months of the termination, the installments of sale price of the Apartment which may till then have been paid by the Allottees/Purchaser/s to the Promoter/Developers but the Promoter/Developers shall not be liable to pay to the Allottees/Purchaser/s any interest on the amount so refunded.
9. In the event of any delayed payment being received by the Developer from the Allottees/Purchaser/s, the Developer shall notwithstanding any instructions to the contrary by the



*Signature*

करल - १		
१५३०	५०	११५
२०२३		

Allottees/Purchaser/s accompanying such payment, be entitled to appropriate the amount received first towards the interest receivable from the Allottees/Purchaser/s in respect of the delayed payment and thereafter towards the principal amount of the delayed payment.

10. The Allottees/Purchaser/s agrees to pay to the Promoter/Developers interest at 18% per annum on all the amounts which become due and payable by the Allottees/Purchaser/s to the Promoter/Developers under the terms of this agreement from the date the said amount is payable by the Allottees/Purchaser/s(s) to the Promoter/Developers.
11. The Promoter hereby agrees to observe, perform and comply with the terms, conditions and restrictions, if any, which may have been imposed by the BMC and any other concerned local authority at the time of sanctioning the plans or thereafter and shall before handing over possession of the said Flat to the Allottees/Purchaser/s, obtain from the local Planning authority, O.C. / Completion Certificate in respect of the said Flat.
12. Time is of essence for the Promoter/Developers as well as the Allottees/Purchaser/s. The Promoter/Developers shall abide by the time schedule for completing the project and handing over the Apartment to the Allottees/Purchaser/s add the common areas to the association of the allottees/purchaser's after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottees/Purchaser/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter/Developers as provided in clause 4 herein above.  
(Payment Plan)

Q

*[Handwritten Signature]*

करल - १		
११/३०	१८	११५
२०२३		

13 a) The RERA Carpet Area of the said Apartment / Premises is 37.96 square meters RERA Carpet area equivalent to 408.44 Square Feet and Balcony Area 36.25 Sq. Ft. and "RERA Carpet Area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottees/Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottees/Purchaser/s, but includes the area covered by the internal partition walls of the apartment.

13 b) The Promoter/Developers shall confirm the final carpet area that has been allotted to the Allottees/Purchaser/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. This carpet area shall include the door jams & RCC columns offset, area covered by skirting & pop on walls. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter/Developers. If there is any reduction in the carpet area within the defined limit then Promoter/Developers shall refund the excess money paid by Allottees/Purchaser/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottees/Purchaser/s. If there is any increase in the carpet area allotted to Allottees/Purchaser/s, the Promoter/Developers shall demand that from the Allottees/Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 3 of this Agreement.

14. The Promoter/Developers hereby declares that the Floor Space Index available as on date in respect of the said land/project is 7050 Sq. mtr. only and Promoter/Developers has planned to utilize

*[Handwritten signature]*

*[Handwritten signature]*

कारल = १		
११३०	२६	३३५
Floor	Space	Index
२०२३		

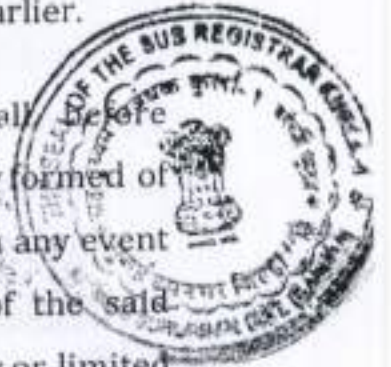
of 7700 Sq. mtr. by availing of FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter/Developers has disclosed that the Floor Space Index of 650 Sq. Mtr. Out of total planned / proposed floor spaces index is yet to be utilized by him on the said Land in the said Project and Allottees/Purchaser/s has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter/Developers by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter/Developers only.

15. The Promoter/Developers hereby agrees that he shall, before handing over possession of the Apartment to the Allottees/purchaser's and in any event before execution of a conveyance/assignment of lease of the said structure of the said Building or wing in favour of a corporate body to be formed by the allottees/purchaser's of Apartments/shops/garages in the building/wing to be constructed on the said land ( hereinafter referred to as " the Society" / " the Limited Company") make full and true disclosure of the nature of his title to the said structure of the said Building/wing as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said structure of the said Building/wing, and shall, as far as practicable, ensure that the said structure of the said building/wing is free from all encumbrances and that the Vendor/Lessor/Original Owner/ the Promoter/Developers has/have absolute, clear and marketable title to the said structure of the said building or wing, so as to enable him to convey/lease the said structure to the said Society/Limited Company with absolute, clear and marketable title on the

करल - १		
१२५३०	२०	११५
२०२३		

execution of a conveyance/assignment of lease of the said structure of the said building/wing by the Promoter/Developers in favour of the said Society/Limited Company, within two months of obtaining occupation certificate /completion certificate in respect of the said building or wing or on receipt of minimum of 60% of the total allottees/purchaser's in such a building or wing have taken possession and the Promoter/Developers has received the full consideration of such allottees/purchaser's whichever is earlier.

16. The Promoter/Developers hereby agrees that he shall hand over possession of the said Land to the Apex Body formed of all the Society or Limited company as its members, and in any event before execution of a conveyance/assignment of lease of the said Land in favour of a Apex Body to be formed by the society or limited company formed for each of the building/wing to be constructed on the said land (hereinafter referred to as " the Apex Body" or "Federation" or "Holding Company") make full and true disclosure of the nature of his title to the said Land as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said Land, and shall, as far as practicable, ensure that the said Land is free from all encumbrances and that the Vendor/Lessor/Original Owner/ the Promoter/Developers has/have absolute, clear and marketable title to the said Land, so as to enable him to convey/lease the said Land to the said Apex Body/Federation/Holding Company with absolute, clear and marketable title on the execution of a conveyance/assignment of lease of the said Land by the Promoter/ Developers in favour of the said Apex Body/Federation/Holding Company, within two months of registering the society or company of the Apartment Allottees/Purchaser/s(s) of the last of the building or wing constructed on the said Land.



*D. Amare*

करल - १		
१४५३०	२९	१९९५
२०२३		

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

18. The Allottees/Purchaser/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment on/sale/transfer of immovable properties in India etc. and Promoter/Developers with such permission, approvals enable the Promoter/Developers to fulfill its obligations under this Agreement. Any refund, transfer of security, if terms of the Agreement shall be made in accordance the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottees/Purchaser/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.



19. The Promoter/Developers accepts no responsibility in this regard. The Allottees/Purchaser/s shall keep the Promoter/Developers fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottees/Purchaser/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottees/Purchaser/s to intimate the same in

Q



करल - १		
१४५३०	२२	११५
२०२३		

writing to the Promoter/Developers immediately and comply with necessary formalities if any under the applicable laws. The Promoter/Developers shall not be responsible towards any third party making payment/remittances on behalf of any Allottees/Purchaser/s and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter/Developers shall be issuing the payment receipts in favour of the Allottees/Purchaser/s only.

20. It is expressly agreed that the said Flat shall contain specified fixtures, fittings, and amenities as set out in Annexure 1 hereto (hereinafter referred to as the "said Internal Amenities") and Allottees/Purchaser/s confirm/s that the Developer shall not be liable to provide any other additional specifications fixtures, fittings and amenities in the said Flat. It is specifically agreed between the Parties hereto that the Developer shall have the right to change /substitute the said Internal Amenities in the event that there is any uncertainty about the availability thereof, either in terms of quantity and/or quality and/or for any other reason beyond the control of the Developer. If any change as aforesaid becomes necessary, the Developer shall be entitled to choose the substitutes and/or alternatives thereof in its absolute discretion to enable the Developer to offer possession of the said Flat on the specified date. The Developer shall however try to ensure that such substitutes and/or alternatives are similar to the amenities as hereunder agreed, in quality and quantity, as far as may be reasonably possible. The Allottees/Purchaser/s agree/s not to claim any rebate and/or discount and/or concession in the consideration on account of such change/substitution.

21. **The Promoters / Developers have registered the Project under the provisions of the Act with the Real Estate Regulatory Authority under Application Number P51800025091. The**



*D. Amare*

करल = १	
१२	२३/११
२०२३	

Authenticated copy is attached. The Allottees/Purchaser/s has/have independently inspected and verified the title deeds and all papers and documents hereinabove recited and has/have fully satisfied himself/ herself/themselves about the title of the said Property and the entitlement of the Developer to develop the said Property and enter into these presents and the Allottees/Purchaser/s shall not be entitled to further investigate the title of the Developer and/or be entitled to make any requisition or raise any objection with regard to any other matters relating thereto. The Allottees/Purchaser/s has/have also taken inspection of the orders and Existing Building Approvals, approved plans, CC and revisions and amendments thereof issued by the BMC and the plans, designs and specifications prepared by the Promoter's Architect and of such other documents as are specified under the Real Estate(Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act"). The Rules and Regulations made thereunder including the true copy of the plans, designs and specifications prepared by the Promoters' Architect and of such other documents as are specified under the Maharashtra Ownership Flats(Regulation of the Promotion of Construction, Sale Management and Transfer)Act, 1963.

22. The Developer has represented to the Allottees/Purchaser/s that the Developer has not created mortgage/charge in respect of the said Property against loans obtained from ..NA.. and the original title deeds in respect of the said Property are deposited with the said ..NA.. The Developer has further represented to the Allottees/Purchaser/s that the Developer shall have said Premises proposed to be acquired by the Allottees/Purchaser/s in terms hereof released from ..NA.. before the Allottees/Purchaser/s are put in possession of his/her/their said Premises in terms hereof and / or before the registration of this Agreement.

*D. Amanc*

करल - १		
१०५३०	२०	११५
२०२३		

23. The Developer agrees to offer to hand over possession of the said Flat to the Allottees/Purchaser/s on or before 30<sup>th</sup> March 2026 subject to:
- (i) easy availability of cement, steel and other building materials; and
  - (ii) any conditions beyond the reasonable control of the Developer, including acts of God like earthquake, perils of the sea or air, fire, flood, or any drought, explosion, sabotage etc.; and
  - (iii) if there are riots, bandhs, strikes and/or labour unrest and in consequence whereof and the construction on the said Property could be adversely affected; and
  - (iv) geological, subsurface ground conditions as a result of which construction, development on the said Property and construction on and development of the said Property is delayed or no longer financially or technically viable; and
  - (v) any disruptions, challenges and placement of legal and traditional impediments by third parties notwithstanding the granting of any and all approvals by the concerned authorities which delays or materially adversely affects the implementation of the construction activities on the said Property; and
  - (vi) any reasons like war, civil commotion, acts of criminals or of public enemy, insurrection, blockade, embargo terrorism, etc. in consequence whereof the construction activities on the said Property could be adversely affected; and
  - (vii) any embargo, notice, order, rule or notification of the Government and/or any other public body or authority or of the Court and/or any Act or Ordinance in consequence whereof construction activities on the said Property could be adversely affected; and
  - (viii) act of enemy, riots, civil commotion, or war or any court order or government notification, circular or order or subject to delay by the BMC for approval of plans, grant of Occupancy Certificate (O.C) / Completion Certificate or subject to delay in the grant of water,



*DS Amore*

करल - १		
१५/०६/२०२३	१५/०६/२०२३	१५/०६/२०२३
२०२३		

other cause, beyond the control of the Developer.

Under such circumstances Promoter/Developers shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date

24. The date of delivery of possession of the said Flat is subject to certain terms as more particularly specified in the preceding Clause and even after extension of the date of possession as stated in the preceding clause, If the Developer fails or neglects to give possession of the said Premises to the Flat Purchaser as stated hereinabove ~~save~~ except on account of Force Majeure Event (as defined in Section 18 of the Real Estate (Regulation and Development) Act, 2016, then the Flat Purchaser/s / Allottees shall be entitled to after giving 30 days notice in writing, to terminate the Agreement and thereupon the Developer shall be liable on demand to refund to the Flat Purchaser amount already received by him in respect of the said Premises along with interest from the date of the receipt of such amount till payment. The "Interest" shall mean simple interest at State Bank of India's (SBI) highest Marginal Cost of Lending Rate (MCLR) + 2 per cent per annum. Till the entire amount along with interest thereon is refunded by the Developer to the Flat Purchaser, the same shall, subject to prior encumbrance, if any, be charge on the said Premises. The Developer shall not be liable to pay any amount to the Allottees/Purchaser/s as liquidated damages or costs, charges, expenses in respect of the said termination, however, upon refund of the said amount together with interest as stated hereinabove, the Flat Purchaser shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the said Premises or against the Developer in any manner whatsoever and the Developer shall be entitled to deal with or

8

*D. Amore*

करल - १		
१०१३०	२६	११५
२०२३		

dispose of the said Premises to any person or party as the Developer may desire at his absolute discretion.

25. The Allottees/Purchaser/s shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottees/Purchaser/s proposes to cancel/withdraw from the project without any fault of the Promoter/Developers, the Promoter/Developers herein is entitled to forfeit the booking amount paid for the allotment including taxes paid (if any) and administration charges. The balance amount of money paid by the Allottees/Purchaser/s shall be returned to the Promoter/Developers to the Allottees/Purchaser/s within days of such cancellation or on sale of such apartment whichever is later.



26. The Promoter/Developers shall compensate the Allottees/Purchaser/s in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter/Developers fails to complete or is unable to give possession of the [Apartment/Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified hereina; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter/Developers shall be liable, on demand to the allottees/purchaser's, in case the Allottees/Purchaser/s wishes to withdraw from the Project,

*[Handwritten mark]*

*[Handwritten signature: D. S. Arone]*

करल - १	
१२/३०	२०/११
२०२३	

without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/Plot], with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottees/Purchaser/s does not intend to withdraw from the Project, the Promoter/Developers shall pay the Allottees/Purchaser/s interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Plot].

27. The Promoter/Developers, upon obtaining the occupancy certificate of the Apartment, to the Allottees/Purchaser/s in terms of this Agreement and the Promoter/Developers shall give possession of the Apartment to the Allottees/Purchaser/s. The Promoter/Developers agrees and undertakes to indemnify the Allottees/Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter/Developers. The Allottees/Purchaser/s agree(s) to pay the maintenance charges as determined by the Promoter/Developers or association of allottees/purchaser's, as the case may be. The Promoter/Developers on its behalf shall offer the possession to the Allottees/Purchaser/s in writing within 7 days of receiving the occupancy certificate\* of the Project.

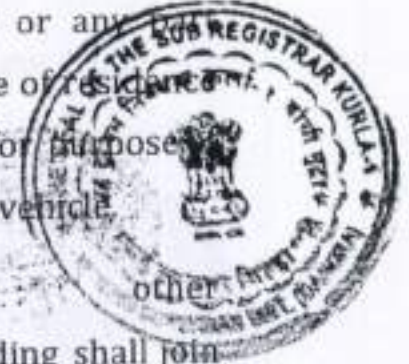
28. The Allottees/Purchaser/s shall take possession of the Apartment within 15 days of the Promoter/Developers giving written notice to the Allottees/Purchaser/s intimating that the said Apartments are ready for use and occupation:

29. Failure of Allottees/Purchaser/s to take Possession of Apartment. Upon receiving a written intimation from the Promoter/Developers as per clause 27, the Allottees/Purchaser/s shall take possession of the Apartment from the Promoter/Developers by executing

करल - १		
१२५३०	२६	१९९५
२०२३		

necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter/Developers shall give possession of the Apartment to the Allottees/Purchaser/s. In case the Allottees/Purchaser/s fails to take possession within the time provided in clause 28 such Allottees/Purchaser/s shall continue to be liable to pay maintenance charges as applicable.

30. The Allottees/Purchaser/s shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence only. He shall use the garage or parking space only for purpose of keeping or parking the Allottees/Purchaser/s's owned vehicle.
31. The Allottees/Purchaser/s along with other Allottees/Purchaser/s(s) of Apartments in the building shall join in forming and registering the Society or a Limited Company to be known by such name as the Promoter/Developers may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the Society or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter/Developers within seven days of the same being forwarded by the Promoter/Developers to the Allottees/Purchaser/s, so as to enable the Promoter/Developers to register the common organization of Allottees/Purchaser/s. No objection shall be taken by the Allottees/Purchaser/s if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
32. Within 15 days after notice in writing is given by the Promoter/Developers to the Allottees/Purchaser/s that the



*De Amore*

2023	22	994
------	----	-----

Apartment is ready for use and occupation, the Allottees/Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Apartment) of outgoings in respect of the said land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it the Allottees/Purchaser/s shall pay to the Promoter/Developers such proportionate share of outgoings as may be determined. The Allottees/Purchaser/s further agrees that till the Allottees/Purchaser/s's share is so determined the Allottees/Purchaser/s shall pay to the Promoter/Developers provisional monthly contribution as and when decided by the Promoter/Developers per month towards the outgoings. The amounts so paid by the Allottees/Purchaser/s to the Promoter/Developers shall not carry any interest and remain with the Promoter/Developers until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter/Developers to the Society or the Limited Company, as the case may be. The Allottees/Purchaser/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Allottees/Purchaser/s shall be regarded as



करल - १		
१२५३०	३०	१९९५
२०२३		

the default on the part of the Allottees/Purchaser/s and shall entitle the Promoter/Developers to terminate this agreement in accordance with the terms and conditions contained herein

33. The Allottees/Purchaser/s shall on or before registration of this document keep deposited with the Promoter/Developers, the following amounts :-

- (i) Rs. 0/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body
- (ii) Rs. 0/- for formation and registration of the Society or limited Company/Federation/ Apexbody.
- (iii) Rs NA for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
- (iv) Rs NA for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
- (v) Rs 0/- for Deposit towards Water, Electric, and other utility and services connection charges&
- (vi) Rs 0/- for deposits of electrical receiving and Sub Station provided in layout.



34. Over and above the amounts payable hereinabove, the Allottees/Purchaser/s shall before taking possession of the said Flat also pay to the Developer the following amounts:

- (i) A sum of Rs. 250/- towards acquiring of 5 shares of Rs. 50/- each and entrance fee of Rs. 1,000/- within a period of seven days from the date of notice and in any event before possession of the said Flat is handed over to the Purchaser;
- (ii) Provisional Maintenance Charges for 12 (twelve) months in advance, commencing a week after notice in writing is given by the Developer to the Allottees/Purchaser/s that the said Flat, is ready for being occupied, the Allottees/Purchaser/s shall be liable to bear and pay the proportionate share of the

*DS Amare*

करल = 9	
9330	99/99
2023	

maintenance charges and other monthly outgoings in respect of the said Flat. After the completion of the initial twelve months as aforesaid the Allottees/Purchaser/s shall be liable to bear and pay the maintenance charges in respect of the said Flat and the Allottees/Purchaser/s further undertake/s to pay such provisional monthly contribution on or before the 5<sup>th</sup> day of each month in advance till formation of the said Body to the Developer and after formation of the said Body to the said Body and shall not withhold the same for any reason whatsoever. It is further agreed that the Allottees/Purchaser/s will be liable to pay interest @ 24% p.a. or as otherwise demanded by the Developer/the said Body for any delay in payment of such



the maintenance charges would include inter-alia the following:

- (a) The expenses of maintenance, repairing, redecorating, etc. of the main structures and in particular the gutters and water pipes of the said Proposed Buildings, water pipes and electric wires in under or upon the said Proposed Buildings used by the premises/ premises holder/s in common with the other occupiers of premises and the main entrances, passages, landings, lift and staircase of the Proposed Buildings and other common areas and amenities as enjoyed by the premises Allottees/Purchaser/s in common as aforesaid and the boundary walls of the Proposed Buildings, compounds etc.
- (b) Common internal roads that may lead to the said Property and which the occupants of the Proposed Buildings in the said Property would be using in common with the occupants of the neighboring building/s and any other similar common infrastructural amenities or conveniences.
- (c) The cost of cleaning and lightning the passage, water pump, lifts, landings, staircases, common lights and other

Q

*D. Amare*

करल - १		
१८३०	३२	११५
२०२३		

parts of the Proposed Buildings and the said Property used by the premises Purchasers in common as aforesaid.

- (d) The cost of the salaries of certain workers like clerks, accountant, liftmen, Chowkidars, pump man, sweepers, drivers, housekeeping charges, etc., and the proportionate salary of certain part time workers like Engineers, Supervisors etc. their traveling expenses, expenses like tea, coffee etc., the bonus to be given to them etc.
- (e) The cost of working and maintenance of lights, water pump, lifts, common sanitary units and other services charges.
- (f) The cost of maintenance of the common layout amenities like internal roads, gardens, play area, internal road lights, storm water drains, sewage drains, CCTV cameras, Compound Wall lights, Main Gate lights, Security cabins etc.
- (g) Insurance of the said Building (if and when taken).
- (h) The maintenance charges, cost, expenses and amounts required for maintenance of various common equipment's that may be installed in the said Proposed Building including interalia street lights, sewer line, storm water drain, water lines, internal roads, garden, Civil, Mechanical and Electrical system installed for reuse of the waste water, Civil, Mechanical and Electrical system for rain water harvesting, High speed lifts, Submersible Pumps installed in Tank for Municipal Water and Tank for storage of Tanker / Bore well water, Pumps installed for firefighting, Tank for municipal water, Overhead Tank and other water tanks by whatever name called, Firefighting system, Common Electric system. (Installed for the lights, pumps, equipment's, lifts, security system etc.), Common Plumbing system, Common Security System and



9

*Devi Anand*

करल - १		
१३३३०	३३	११५
२०२३	Property.	

such other expenses as are necessary or incidental for the maintenance and upkeep of the building and the said Property.

- (i) The Allottees/Purchaser/s is/are aware that after the possession of the said Flat is offered to the Allottees/Purchaser/s and after he /she / they is/are admitted as member/s to the said Body, it may take at least 12-18 months for the said Body to work out and inform each of the members about the exact breakup of the maintenance charges payable by him / her / them.

Therefore during such a period the said Body is likely draw



ad hoc bills towards maintenance. The Allottees/Purchaser/s agree/s that he/she/they shall not raise any objection for payment of such adhoc bills and would give the said Body a time period of 12 to 18 months or more from the date of he/she/they is/are admitted as member/s of the said Body, to enable the said Body to work out the exact details of the maintenance charges payable by him/her/them.

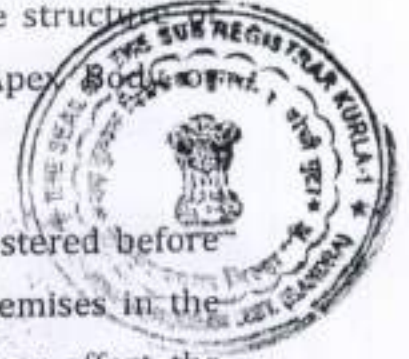
35. The Allottees/Purchaser/s shall pay to the Promoter/Developers a sum of Rs. 5,000/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter/Developers in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
36. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottees/Purchaser/s shall pay to the Promoter/Developers, the Allottees/purchaser's' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any

*D. Amare*

करल - १		
१०५.३०	३५	११५
२०२३		

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

- 37 In the event of the said Body being formed, and registered before the sale and disposal by the Developer of all the premises in the Proposed Buildings, the same shall not in any manner affect the rights of the Developer to sell/dispose off/transfer the unsold premises in the Proposed Buildings and the powers and the authority of the said Body shall be subject to the overall authority and control of the Developer, in respect of all the matters concerning the Proposed Buildings and in particular, the Developer shall have sole, exclusive and absolute authority and control as regards the unsold premises/Apartments and the disposal thereof, **PROVIDED ALWAYS** that the Allottees/Purchaser/s hereby agree/s and confirm/s that in the event of the said Body being formed earlier than the Developer dealing with or disposing of all the premises/Apartments constructed in the Proposed Buildings, then and in such an event at the discretion of the Developer, the Developer itself or any Allottees/Purchaser/s or transferee of the Developer in respect of any premises or nominee of the Developer shall be admitted to the said Body, without payment of any premium or any additional charges save and except Rs. 250/- (Rupees Two hundred and Fifty Only) for the share money and Rs. 100/- (Rupees One Hundred Only) entrance fee and such allottee/transferee shall not be discriminated or treated prejudicially by the said Body, as the case may be.



*D. Amare*

करल - १		
१३५३०	७५	११५
२०२३		

38. It is expressly agreed that the Allottees/Purchaser/s along with the other purchasers/occupants of premises in the said Proposed Buildings shall be proportionately entitled to use, occupy and enjoy the common areas and facilities in the said Proposed Buildings and the nature, extent and description of such common areas and facilities which the Allottees/Purchaser/s will proportionately enjoy in the common areas and facilities is set out in Limited Common Areas and Common Areas of the Third Schedule hereunder written.

39. The Allottees/Purchaser/s is/are, at his/her/their sole risk, liability and responsibility, free to raise a housing loan from any financial institution or bank, for acquiring the said Flat by offering the said Flat as security. However, such loan should be strictly personal to the Allottees/Purchaser/s and the right of the Developer to receive the balance consideration from the Allottees/Purchaser/s shall override the rights of the financial institution/bank/organization/ employer in respect of the loan so taken. The repayment of the loans, interest and other charges on such loan shall be the sole responsibility of the Allottees/Purchaser/s. Once the Allottees/Purchaser/s has/have paid the full consideration as payable under this Agreement and has/have taken possession of the said Flat, thereafter due to non-payment of the loan by the Allottees/Purchaser/s, the recourse available to the financial institution would be only against the said Flat and against the Allottees/Purchaser/s personally and not against the said Property, the said Proposed Buildings or any one of them or any of the other premises in the said Proposed Buildings, and not against any other assets/rights of the Developer.

40. The Promoter/Developers hereby represents and warrants to the Allottees/Purchaser/s as follows:

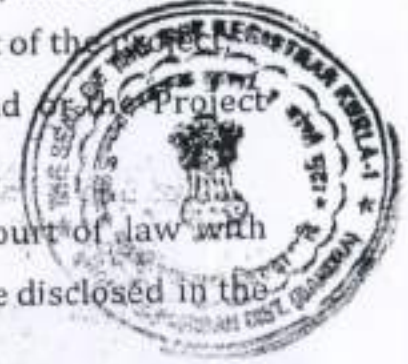
i. The Promoter/Developers has clear and marketable title with respect to the said land; as declared in the title report

Q

करल - १		
१०५३०	३६	११५
२०२३		

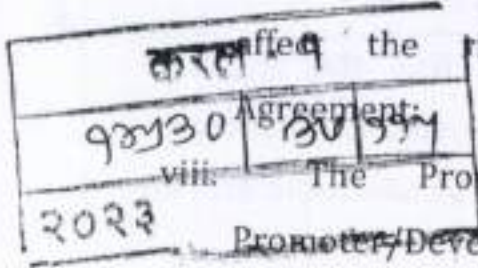
annexed to this agreement and has the requisite rights to carry out development upon the said Land and also has actual, physical and legal possession of the said Land for the implementation of project.

- ii. The Promoter/Developers has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project
- iii. There are no encumbrances upon the said land of the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the said land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, said land and said building/wing shall be obtained by following due process of law and the Promoter/Developers has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said land, Building/wing and common areas;
- vi. The Promoter/Developers has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottees/Purchaser/s created herein, may prejudicially be affected;
- vii. The Promoter/Developers has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said [Apartment/Plot] which will, in any manner,



8

D. S. Amare



whatsoever from selling the said [Apartment/Plot] to the Allottees/Purchaser/s in the manner contemplated in this Agreement;

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



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

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

41. The Allottees/Purchaser/s with an intention to bring all persons into whose hands the said Flat may come, doth/do hereby represent/s and assure/s to and undertake/s and covenant/s with the Developer as follows:

- (i) To maintain the said Flat at the Purchaser's/Purchasers' own cost in good tenantable repair and condition from the date the possession of the said Flat is offered and shall not do anything or suffer anything to be done in or to the said Building



करल - १	
१३५३०	३०११५
२०२३	

and to the balconies, elevation- projections, staircase or any passage, which may be against the rules, regulations or bye-laws of the BMC and other concerned local or any other authority nor to the said Flat itself or any part thereof.

- (ii) Not to enclose the open balcony, flower bed, ducts or any other open area pertaining to the said Flat, whereby any Floor Space Index whatsoever is deemed to be consumed and without prejudice thereto not to do any act, deed, matter whereby any rights of the Developer/the said Body are in any manner whatsoever prejudiced/ adversely affected.
- (iii) Not to carry out in or around the said Flat any alteration/changes of structural nature without the prior written approval of the Developer and the Structural Engineer and the RCC Consultants of the said Proposed Buildings.
- (iv) To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment In the same condition, state and order in which It was delivered by the Promoter/Developers to the Allottees/Purchaser/s and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottees/Purchaser/s committing any act in contravention of the above provision, the Allottees/Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (v) Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature save and except domestic gas for cooking purposes or goods which are so heavy so as to damage the construction or structure of the said Proposed Buildings or storing of which goods is objected to by the BMC and other concerned local or other authority and



8

*DS Amone*

करलशा	शा
१२५३०	३२५५५
२०२३	

not carry or cause to be carried any heavy packages, showcases, cupboards on the upper floors which may damage or is likely to damage the staircase, common passage or any other structure of the said Proposed Buildings or any other buildings to be constructed on the said Property. On account of negligence or default of the Allottees/Purchaser/s in this behalf, the Allottees/Purchaser/s shall be personally liable for the consequence of the breach and shall be liable to bear and pay the damages as may be determined by the Developer and the same shall be final and binding upon the Allottees/Purchaser/s and the Allottees/Purchaser/s shall not be entitled to question the same.

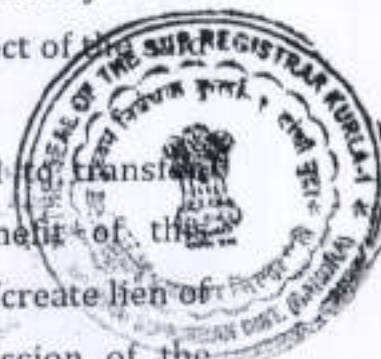


to carry out at his/her/their own cost all the internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which it was delivered by the Developer to the Allottees/Purchaser/s.

- (vii) Not to demolish the said Flat or any part thereof including interalia the walls, windows, doors, etc., thereof, nor at any time make or cause to be made any addition or any alteration in the elevation and outside colour scheme of the Proposed Buildings and shall keep the portion, sewers, drains, pipes, in the said Flat and appurtenance thereto in good, tenantable repair and condition and in particular so as to support, shelter and protect the other parts of the Proposed Buildings and shall not chisel or any other manner damage the columns, beams, walls, slabs or R.C.C. parts or other structural members in the said Flat without the prior written permission of the Developer and/or the said Body, when formed. Not to do or permit to be done any act, deed, matter or thing, which may render void or void able any insurance of the said Property and the Proposed Buildings or any part thereof or whereby any increase premium shall become payable in respect of the insurance.

करल - १		
१२५३०	३०	११५
२०२३		

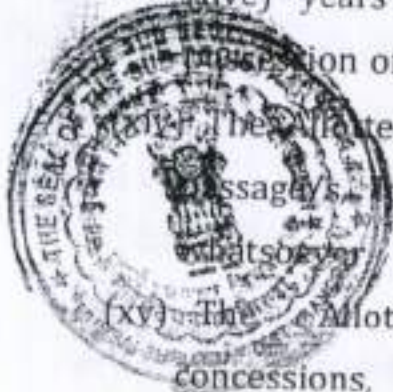
- (viii) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or on the terrace or on the other premises or any portion of the said Property and the Proposed Buildings.
- (ix) To bear and pay any increase in local taxes, water charges, insurances and such other levy/ if any which are imposed by the BMC and other concerned local/public authority either on account of change of user or otherwise in respect of the Flat by the Allottees/Purchaser/s.
- (x) The Allottees/Purchaser/s shall not be entitled to transfer, assign or part with the interest or any benefit of this Agreement or charge or mortgage or encumber or create lien of the said Flat, without the prior written permission of the Developer, until all the dues payable by the Allottees/Purchaser/s to the Developer hereunder and/or otherwise are fully paid up.
- (xi) The Allottees/Purchaser/s shall abide by, observe and perform all the rules, regulations and bye-laws of the said Body as also the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Proposed Buildings and the premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the BMC and other concerned local authority and the Government and other public bodies and not commit breach thereof and in the event of the Allottees/Purchaser/s committing breach thereof and/or any act in contravention of the above provision, the Allottees/Purchaser/s shall be personally responsible and liable for the consequences thereof to the said Body and/or the BMC and other concerned authority and/or other public authority.
- (xii) The Allottees/Purchaser/s shall also observe, perform and comply with all the stipulations, terms and conditions laid



करल = १	down by the said Body regarding the occupation and use of the
११५३०	said Flat and shall bear and pay and contribute regularly and
२०२३	punctually towards the taxes, expenses or other outgoings as

may be required to be paid from time to time.

- (xiii) The Allottees/Purchaser/s shall permit the Developer and its surveyors and agents with or without workmen and others, at all reasonable times, to enter into and upon the said Property/Proposed Buildings/said Flat and/or any part thereof to view and examine the state and condition thereof, and to carry out the repair or replacements therein for a period of 5 (five) years from the Allottees/Purchaser/s being put in possession of the said Flat.



The Allottees/Purchaser/s undertake/s not to enclose any passage/s, lobby or other common areas in any manner whatsoever.

- (xiv) The Allottees/Purchaser/s is aware of various concessions, approvals granted to the Developer at the time of construction of the said Proposed Buildings. The Allottees/Purchaser/s undertake/s not to raise any objection in respect of the open space deficiency if any and shall also not raise any objection in respect to the construction and/or development activities carried on in the said Property or in the adjoining plots.

- (xvi) The Allottees/Purchaser/s is/are aware that the plans are approved with the use of Floor Space Index by paying premium towards the staircase; lift lobby passage, internal staircase, TDRs etc.

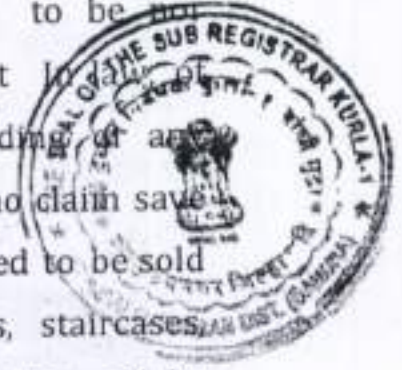
- (xvii) The basement and service areas, if any, as located within the complex, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per

d

करल - १		
१०१३०	०२	११५
२०२३		

sanctioned plans. The Allottees/Purchaser/s shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees/purchaser's formed by the Allottees/purchaser's for rendering maintenance services.

42. Nothing contained in this Agreement is intended to be construed as a grant, demise or assignment of the said Apartments or of the said Plot and Building or any part thereof. The Allottees/Purchaser/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter/Developers until the said structure of the building is transferred to the Society/Limited Company or other body and until the said Land is transferred to the Apex Body /Federation as hereinbefore mentioned.



43. After the Promoter/Developers executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottees/Purchaser/s who has taken or agreed to take such Apartment.

44. Forwarding this Agreement to the Allottees/Purchaser/s by the Promoter/Developers does not create a binding obligation on the part of the Promoter/Developers or the Allottees/Purchaser/s until, firstly, the Allottees/Purchaser/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottees/Purchaser/s and secondly, appears

8

*D. S. Anand*

करल = 9	
9/3/30	23/3/34
2023	

for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter/Developers. If the Allottees/Purchaser/s(s) fails to execute and deliver to the Promoter/Developers this Agreement within 30 (thirty) days from the date of its receipt by the Allottees/Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter/Developers, then the Promoter/Developers shall serve a notice to the Allottees/Purchaser/s for rectifying the default, which if not rectified within 7(Seven) days from the date of its receipt by the Allottees/Purchaser/s, application of the Allottee/Purchaser/s shall be treated as cancelled and all charges levied by the Allottees/Purchaser/s in connection therewith including the booking amount shall be returned to the Allottees/Purchaser/s without any interest or compensation whatsoever and on deduction / forfeit of amount as mentioned in Clause no. 25.



45. This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.
46. It is expressly agreed by and between the Parties as follows:
- (a) As aforesaid the Developer shall be constructing the Proposed Buildings in accordance with the Existing Building Approvals comprising of Basement + Ground / Stilt + Upper 23 Floors and with further / future proposed expansion of buildings or as may be permitted by the BMC from time to time with addition of floors in the Proposed Buildings as well as further expansion in

Q

करल - १		
१०५८०	४४	११५
२०२३		

the Proposed Buildings and the Allottees/Purchaser/s is/are not entitled to and shall not object to such construction for any reasons whatsoever and howsoever arising, at any time hereafter.

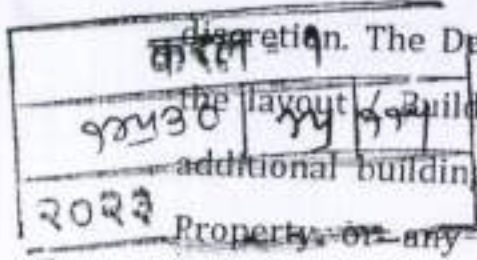
- (b) It is further agreed that save and except the aforesaid terrace over the top floor in the said Proposed Buildings, the Developer is entitled to sell the terrace/s which may be abutting the respective premises for the exclusive use of the Allottees/Purchaser/s of such premises. Further the Developer may at its sole and absolute discretion, grant license for exclusive use or maintenance in respect of the terrace to the purchaser/occupant of the premises that is, abutting the terrace. The terrace shall not be enclosed by the purchaser/occupant without the permission in writing obtained from BMC and other concerned authorities and the Developer. The Allottees/Purchaser/s hereby give his/her/their no objection to such rights retained by the Developer for such terraces and the Allottees/Purchaser/s shall not object thereto and/or claim any such terraces and/or any part thereof as common areas and/or have/make any other claim in respect of such terraces against the Developer and/or its nominee/s/allottee/s/transferee/s/licensee/s.



47. The Developer shall have full power and absolute authority, if so permitted by the BMC and other concerned authorities, to make additions to and/or construct additional building/s or structure/s or wing/s on the said Property and/or additional storey/s in same or other building/s out of the Proposed Buildings and such additional building/s/structure/s/wing/s/storey/s shall be the sole, exclusive and absolute property of the Developer. The Developer shall be entitled to dispose off such additional building/s/structure/s/wing/s/storey/s in such manner as the Developer may deem fit and proper in its sole and absolute

*[Handwritten mark]*

*[Handwritten signature]*



discretion. The Developer shall be entitled to amend/alter/modify the layout / Building plan of the said Property as also construct additional building/s/structure/s/wing/s/storey/s on the said Property or any portion or portions thereof and the Developer shall be entitled to dispose off the premises in such additional building/s/structure/s/wing/s/storey/s as the Developer may deem fit proper in its sole and absolute discretion. The Allottees/Purchaser/s is/are not entitled to object thereto and shall not object thereto and this Clause shall always operate as the Allottees/Purchaser/s' irrevocable, absolute and unconditional no objection in that behalf. This Clause shall operate as and shall be deemed to be the consent of the Allottees/Purchaser/s in accordance with section 7A of MOFA.

48.



The Allottees/Purchaser/s admits having taken full free and complete inspection of all the documents required to be given by the Promoter/Developers under the provisions of the Maharashtra Ownership Flats (Regulation on the Promotion of Construction, Sale, Management and Transfer) Act and the Rules, framed thereunder from time to time. And the Purchaser is well aware that the project has got all sanctions by M.C.G.M./MHADA & C.C. upto Plinth. The Allottees/Purchaser/s do hereby grant and/or confer upon Promoter/Developers the irrevocable right and/or authority for the purposes set out herein below:

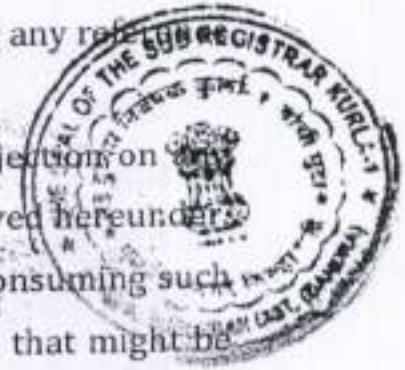
- (a) Without changing the area of the flat the Promoter/Developers shall be entitled to amend, modify and/or vary the building plans and/or the layout and/or sub-division plan and also the specifications in respect thereof.
- (b) The Promoter/Developers shall be entitled to consume such F.S.I. as may be available in respect of the said property or any part thereof or otherwise on the said property at present or in future and for the purpose of consuming such balance and/or additional F.S.I. to construct additional floors as the



करल - १		
१०५३०	४६	१११
२०२३		

Promoter/Developers may think fit and proper. The Promoter/Developers shall have the sole and absolute right and authority, and shall be entitled to deal with sell, transfer or otherwise dispose off any part or portion of the said building including the stilt, cover garages, terraces, and to permit the same to be utilised for any purpose as may be permitted for the said building and to permit the same to be utilised for any purpose to any of the Allottees/Purchaser/s thereof for such consideration and upon such terms and conditions as the Promoter/Developers may deem fit without having any right of whatsoever nature to the Allottees/Purchaser/s.

- (c) The Allottees/Purchaser/s shall not raise any objection on ground as to the Promoter/Developers right, reserved hereunder.
- (d) The Promoter/Developers shall be entitled after consuming such balance and/or additional F.S.I. including the F.S.I. that might be obtained by the Promoter/Developers under the TDR by constructing tenements, to sell such tenements for such permissible user as the Promoter/Developers may think fit and proper to such person or persons for such consideration as the Promoter/Developers may in their absolute discretion deem fit and proper.
- (e) The Promoter/Developers shall also be entitled to consume additional and/or balance F.S.I. available under D. C. Rule or by any special concession being granted by the Brihanmumbai Mahanagar Palika or any other authorities including the F.S.I. available in lieu of the road widening setback reservation, pro-rata F.S.I. of layout etc.
- (f) The Allottees/Purchaser/s hereby agree and confirm that Allottees/Purchaser/s shall not have any right, title, claim or interest in respect of the open spaces, parking spaces, common passage, compound, terrace, lobby and porch area, open areas including the garden area and that the right of the



*D. Amare*

करल	१४५३०	१४/११
	२०१३	

Allottees/Purchaser/s is confined only to the said premises hereby agreed to be allotted, sold and transferred.

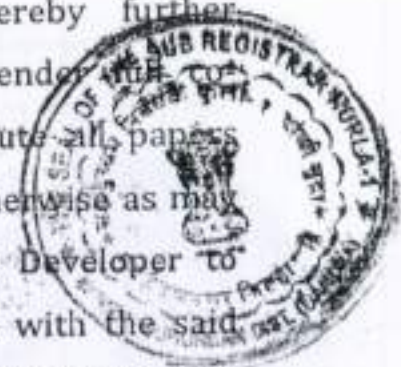
(g) Irrespective of the possession of the said flat / premises/ garage space being given to the Allottees/Purchaser/s and/or the management being given to the ad-hoc committee/society or the flat Allottees/Purchaser/s the rights under this clause and/or under this agreement reserved for the Promoter/Developers for exploiting the potentialities of the property described in the schedules hereunder written shall be subsisting and shall continue to vest in the Promoter/Developers till the completion of the entire development work of the said property and till the time the Promoter/Developers obtain Occupation Certificate and completion Certificate in respect thereof and handing over the respective residential flats to the respective Buyer thereon.

(h) The Allottee/Purchaser/s hereby agree/s that all necessary facilities, assistance and co-operation will be rendered by the Allottees/Purchaser/s to the Promoter/Developers to enable the Promoter/Developers to make any additions and alterations and/or to raise additional floor or floors or structures in accordance with the Plans sanctioned or which may be hereafter put up and sanctioned by the Brihanmumbai Mahanagar Palika and the Allottees/Purchaser/s hereby further agree/s that after the proposed Co-operative Society is registered the Allottees/Purchaser/s as a member or shareholder of such society shall accord his/her/their consent through such Society giving to the Promoter/Developers full facility, assistance and cooperation to enable the Promoter/Developers to change the users, to make the said additional floors which may be constructed by the Promoter/Developers and also for the aforesaid purpose to shift the water tanks on the upper floors or floor which so constructed. The Allottees/Purchaser/s shall not be entitled to object to any of the aforesaid things or claim any

करल - १		
कम्यु 30	अंर	११५
२०२३		

reduction in price of the said flat / garage agreed to be acquired by him/her/them or compensation or damage on the ground of loss of air, light or otherwise in respect of the said premises or any portion of the said property till Promoter/Developers confirm in writing that the said project 's completed in all respect.

- i) The design of the said building is subject to amendments and changes as may be stipulated by the local planning authority, Government, local authority and/or as per the requirements of the Developer. The Allottees/Purchaser/s hereby further agree/s and covenant/s with the Developer to render full cooperation to the Developer and sign and execute all papers and documents, in favour of the Developer or otherwise as may be necessary for the purpose of enabling the Developer to construct the Proposed Buildings, in accordance with the said approvals or such other plans, with such additions and alterations as the Developer may in its sole and absolute discretion deem fit and proper and/or for the purpose of applying for and/or obtaining the approval or sanction of the local planning authority or any other appropriate authorities in that behalf as well as for the approval or sanction relating thereto. The Allottees/Purchaser/s hereby further agree/s and give/s his/her/their specific irrevocable consent to the Developer to carry out such amendments, alterations, modifications or variations in constructing the said Flat, said Proposed Buildings on the said Property and/or to the layout plan and/or to the building plans (whether or not envisaged and/or proposed to be constructed at present), provided that the aggregate area/size of the said Flat agreed to be acquired by the Allottees/Purchaser/s is not in any manner reduced/alterd.



49. It is clarified that the right of the Allottees/Purchaser/s is restricted to the said Flat/Apartment agreed to be sold to him/her/them by

*D. Amare*

the Developer as per the typical floor plan annexed hereto as Annexure IV and use and enjoyment of common areas and utilities in common as aforesaid and the Allottees/Purchaser/s shall not be entitled to claim any right to any open space or passage, staircase, open parking space, stilt parking spaces or any other area in to upon the said Property and/or the said Proposed Buildings or any other space surrounding the Proposed Buildings or any of them in any manner whatsoever, as the same belongs to and are the sole, exclusive and absolute property of the Developer.

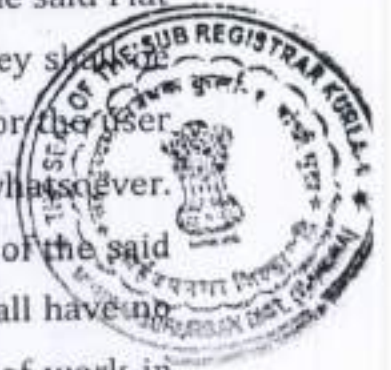
50. It is expressly agreed, by and between the Developer and the Allottees/Purchaser/s that the said Flat is sold to the Allottees/Purchaser/s for residential purpose only and it shall be used for the purpose for which it is sold to the Allottees/Purchaser/s and for no other purpose or purposes whatsoever. The Purchaser/s agree/s not to 'change the user' of the said Flat without prior written consent in writing of the Developer and the concerned authorities.

51. Before delivery of possession or grant of license to enter the said Flat to the Allottees/Purchaser/s, the Allottees/Purchaser/s shall inspect the said Flat and the internal amenities provided therein and thereafter the Allottees/Purchaser/s will have no claim whatsoever and howsoever arising against the Developer in respect of the construction work, if the same are in accordance with this Agreement.

52. The Allottees/Purchaser/s shall be entitled to the possession of the said Flat only after the full aggregate consideration of as mentioned in **Clauses 3 and 4** above and all other amounts/sums payable by him/her/them mentioned hereunder and/or otherwise in respect of the said Flat are paid by the Allottees/Purchaser/s to the Developer as specified herein.

करल - १		
१३५३०	५०	११५
२०२३		

53. The Developer shall not put the Allottees/Purchaser/s in possession of the said Flat unless and until:
- The Allottees/Purchaser/s has/have paid the entire aggregate consideration as provided by Clauses 3 and 4 hereof and all the other amounts payable by him/her/them hereunder and/or otherwise in respect of the said Flat to the Developer as specified herein.
  - The Developer has received the Completion Certificate / Occupation Certificate (O.C.) as per prevailing rules and regulations from the BMC.
  - Upon possession of the said Flat or license to enter the said Flat being given to the Allottees/Purchaser/s, he/she/they shall be entitled to the use and occupation of the said Flat for the user specified herein only and for no other purpose whatsoever. Upon the Allottees/Purchaser/s taking possession of the said Flat or license to enter the said Flat he/she/they shall have no claim against the Developer in respect of any item of work in the said Flat, which may be alleged not to have been carried out or completed.
54. The State and Central Government through their respective Finance Acts and various clarifications/notifications and regulations have made Value Added Tax, Service Tax And G.S.T. (hereinafter referred to as "**the said Taxes**") applicable to transactions for the sale of constructed premises. It is hereby agreed between the Parties and it is clarified that at the time of execution of this Agreement for Sale, that there is a liability for payment of the said Taxes on this Agreement for the sale of the said Flat by the Developer to the Allottees/Purchaser/s. The Allottees/Purchaser/s agree/s and undertake/s that the same is payable by the Allottees/Purchaser/s and that the Developer is not liable to bear and/or pay the same. In the event if any rebate or credit or set off is available to the Developer of any amounts paid by the Developer



against the payment of the said Taxes, then and in such an event, the Developer shall be solely and exclusively be entitled to such credits or rebates. The Developer may in its sole and absolute discretion claim or not claim such set off or credit or rebate and the Developer shall not be liable to pass on the benefit thereof to the Allottees/Purchaser/s. Therefore, the Allottees/Purchaser/s hereby irrevocably agree/s and undertake/s to pay the amounts for the said Taxes to the Developer or the concerned authorities within a period of 7 (seven) days from the date of the Developer calling upon the Allottees/Purchaser/s to do so, without any delay or demur or without claiming to be entitled to any rebates or set offs or credits.

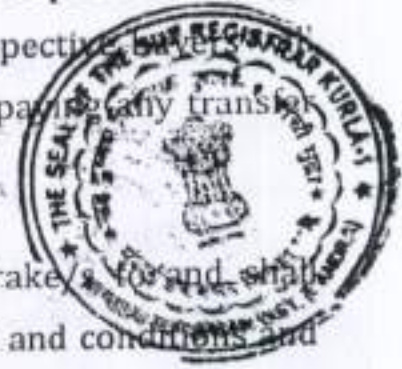
करल - ५  
२०३०/५९/३५  
२०३३

55. It is hereby further agreed that in addition to the said Taxes, in the event of any amount becoming payable now or in the future by way of levy or premium, taxes, cess, fees, charges, sales tax, value added tax, service tax, goods and services tax (if and when made applicable) or any other tax by whatever name called, at the time of execution of this Agreement and/or any time thereafter to any authority or to the State Government or to the Central Government or in the event of any other payment of a similar nature, save and except the tax on income of Developer, arising out of or in connection with transaction contemplated hereby, the Allottees/Purchaser/s shall be solely liable to bear and pay the same and the Developer shall not be liable for the same.

56. It is also understood and agreed by and between the Parties hereto that the terrace space in front of or adjacent to the terrace flat in the said Proposed Buildings, if any, shall belong exclusively to the respective purchasers of the terrace flat and such terrace spaces are intended for the exclusive use of the respective terrace flat acquirer. The said terrace shall not be enclosed by the Allottees/Purchaser/s without obtaining permission in writing is obtained from the concerned local authority and the Developer.

करल - १		
१२३०	५२	११५
२०२३		

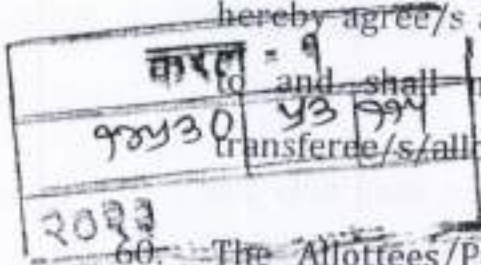
57. The Allottees/Purchaser/s shall be responsible for additional Municipal Taxes that may be levied by reason of the user of any permitted tenancy or leave and license agreement in respect of the Premises allotted to the Allottees/Purchaser/s.
58. It is also agreed and understood that the Developer shall only pay the Municipal tax for the unsold premises in the said Proposed Buildings and will not pay any maintenance charges like water, light etc., of the common area and security charges and the Developer can sell the premises in the said Proposed Buildings to any prospective buyers and then such prospective buyers become the member of the said Body without paying any transfer premium or any other charges to the said Body.
59. The Allottees/Purchaser/s agree/s and undertake/s to observe, perform and comply with all the terms and conditions and covenants to be observed, performed and complied with by the Allottees/Purchaser/s as set out in this Agreement save and except the obligation of the Allottees/Purchaser/s to pay the balance consideration and other sums as aforesaid) if the Allottees/Purchaser/s neglect/s, omit/s, or fail/s to observe and/or perform the said terms and conditions and covenants for any reason whatsoever then in such an event, the Developer shall be entitled after giving one month's notice to remedy or rectify the default and in the event of the Allottees/Purchaser/s failing to remedy or rectify the same within the said notice period, this Agreement shall be void at the option of the Developer and in the event of the Developer so treating this Agreement void, the Developer shall be entitled to forfeit any amount/s till then paid by the Allottees/Purchaser/s to the Developer and thereupon the Developer shall be free and entitled in its own right to deal with the said Flat and their rights therein in any manner as the Developer in its sole and absolute discretion deems fit and proper without any



8

*[Signature]*

reference and/or payment of any sums whatsoever to the Allottees/Purchaser/s. In such an event, the Allottees/Purchaser/s hereby agree/s and undertake/s that he/she/they are not entitled to and shall not claim anything against the Developer/their transferee/s/allottee/s/nominees.



60. The Allottees/Purchaser/s shall not alter, amend, modify etc., the elevation of the said Flat whether the side, front or rear nor shall the Allottees/Purchaser/s alter, amend, modify the entrance lobby, staircase, lift, passage, terrace etc. of the said Proposed Buildings and shall keep the above in the same form as the Developer construct the same and shall not at any time alter the said elevation in any manner whatsoever without the prior consent of the Developer. The attachments to the elevation of the said Building, including ironing or changing or altering Grills, Windows, air conditioners, Chajjas etc., The Allottees/Purchaser/s further irrevocably agree/s to fix their air-conditioners, whether window or split, only after the written permission of the Developer. The Developer's decision in this regard would be final and binding on the Allottees/Purchaser/s.

61. The Allottees/Purchaser/s is/are aware that only on the basis of and relying on the representations, assurances, declarations, covenants and warranties made by him/her/them herein, the Developer has agreed to and is executing this Agreement and Allottees/Purchaser/s hereby agree/s to indemnify and keep indemnified the Developer absolutely and forever from and against all and any damage or loss that may be caused to the Developer including interalia against and in respect of all actions, demands, suits, proceedings, penalties, impositions, losses, damages, costs, charges and expenses, that may be caused to or incurred, sustained or suffered by the Developer, by virtue of any of the aforesaid representations, assurances, declarations, covenants and warranties



करल - १		
१०५३०	५४	११५
१०२३		

made by the Allottees/Purchaser/s being under and/or as a result of the Developer entering in to this Agreement and/or any other present/future writings with the Allottees/Purchaser/s and/or arising there from.

62. The execution of this Agreement shall be complete only upon its execution by the Promoter/Developers through its authorized signatory at the Promoter/Developers office or at some other place, which may be mutually agreed between the Promoter/Developers and the Allottees/Purchaser/s. After the Agreement is duly executed by the Allottees/Purchaser/s and Promoter/Developers or simultaneously with the execution of the Agreement shall be registered at the office of the sub-registrar. Hence this agreement shall be deemed to have been executed at Mumbai.



63. If the Allottees/Purchaser/s, before being put in possession of the said Flat, desire/s to sell or transfer his/her/their interest in the said Flat or wishes to transfer or give the benefit of this Agreement to person, the same shall be done only after the Allottees/Purchaser/s obtain/s the prior written permission of the Developer in that behalf. In the event of the Developer granting such consent, the Allottees/Purchaser/s shall be liable to and shall pay to the Developer such sums as the Developer may in its absolute discretion determine by way of the transfer charges and administrative and other costs, charges, expenses pertaining to the same PROVIDED HOWEVER that such transferee/s/assignee/s of the Allottees/Purchaser/s shall always be bound and liable by the terms, conditions and covenants hereof and on the part of the Allottees/Purchaser/s to be observed, performed and complied with. All the provisions of this Agreement shall ipso facto and automatically apply mutatis mutandis to such transferee/s/assignee/s also.

*De Amore*

64. The Allottees/Purchaser/s shall, from time to time, sign and execute all applications, papers and documents, and do all the acts, deeds, matters and things as the Developer may require, for safe guarding the interest of the Developer to the said Proposed Buildings and/ or the premises therein.

65. That all notices to be served on the Allottee and the Promoter/Developers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottees/Purchaser/s or the Promoter/Developers by registered post A.D. or notified Email Id / Under certificate of posting at their respective address specified below :



**MR. DURVAS SHRIDHAR AMARE** ..... Allottee Name  
**251/9777, G WING, 4TH FLOOR, SAMADHAN CHSL,**  
**KANNAMWAR NAGAR, VIKHROLI (EAST),**  
**MUMBAI - 400 083** .....Allottee Address  
 Notified Email ID : **dsambre@gmail.com**

**M/s. Hiranimanthan Builders & Developers** ..Promoter/Developers Name  
**B-110, Sweta Park, Daulat Nagar, Road No.2,**  
**Borivali (East), Mumbai - 400 056** ...Promoter/Developers Address  
 Notified Email ID : **hiranimanthan2000@gmail.com**

It shall be the duty of the Allottees/Purchaser/s and the Promoter/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 posed at the above address shall be deemed to have been received by the Promoter/Developers or the Allottees/Purchaser/s as the case may be.

*DS Amare*

करल - १		
१०१३०	५६	११५
२०२३		

66. All obligations of the Allottees/Purchaser/s and covenants made by the Allottees/Purchaser/s herein shall be deemed to be obligations and/or covenants, as the case may be, running with immoveable property and the observance, performance and compliance with such obligations and/or covenants shall be the responsibility of all persons into whose hands the said Flat may come.
67. Notwithstanding anything contained herein, the Developer shall, in respect of any amount remaining unpaid by Allottees/Purchaser/s under the terms of this Agreement, have first lien and charge on the said Flat agreed to be purchased by the Allottees/Purchaser/s hereunder.
68. The Courts in Mumbai shall have exclusive jurisdiction to try and entertain all disputes between the Parties hereto arising out of this Agreement or otherwise pertaining to the said Premises.
69. The Allottees/Purchaser/s shall have no right, title, interest, share, claim demand of any nature whatsoever and howsoever arising in to upon the said Property and/or the said Proposed Buildings and/or otherwise howsoever against the Developer, save and except in respect of the said Flat. Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise or assignment in law, of the said Property and/or the said Proposed Building and/or any part thereof.
70. Any delay or indulgence shown by the Developer in enforcing the terms of agreement or any forbearance or giving of time to the Allottees/Purchaser/s shall not be constructed as a waiver on the part of the Developer of any breach or noncompliance of any of the terms and conditions of this Agreement by the Allottees/Purchaser/s nor shall the same in any manner prejudice any rights of the Developer hereunder or in law.



*[Handwritten mark]*

*[Handwritten signature: De Amare]*

71. ~~कायदा~~ Agreement shall always be subject to the provisions contained in the MOFA and the rules framed there under viz. Maharashtra Ownership Flats Rules, 1964 and the stamp duty and registration charges in respect of this Agreement as well as other documents executed hereafter including interalia the said Conveyance in favour of the said Body shall be borne and paid by the Allottees/Purchaser/s only to the exclusion of the Developer and the Developer is not and shall not be liable to and/or be called upon to contribute anything in that behalf.

72. The ~~अभिलेख~~ represents the entire and only agreement between themselves regarding the subject matter hereof and no modifications hereto shall be valid and binding unless the same are reduced to writing and signed by both the Parties.

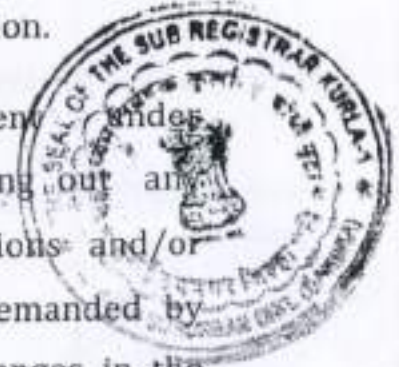
73. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of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

74. All or any disputes arising out or touching upon or in relation to the terms and conditions of this agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the

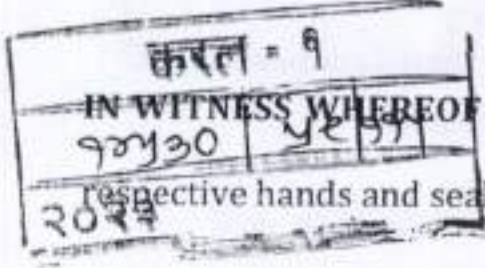
करल - १	
१५३०	५८१५
२०२३	

adjudicating officer appointed under Real Estate (Regulation and Development) Act 2016, Rules and Regulations, thereunder.

75. Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
76. The Purchasers hereby give their unconditional consent under these presents to the Promoter/Developers for carrying out any such changes and/or alterations and/or modifications and/or relocation of the Right of Access as may be demanded by Brihanmumbai Mahanagarपालिका while carrying out changes in the layout plan from time to time.
77. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats (Regulation on the Promotion of Construction, sale, Management and Transfer) Act, and the Maharashtra Apartment Ownership Act 1970 and the Rules framed thereunder from time to time or any amendment or enactment thereto for the time being in force or any other provisions of law applicable thereto.



*D. S. Amank*



IN WITNESS WHEREOF the parties have hereto set and subscribed their respective hands and seal the day and year first hereinabove written.

**SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:**

On or towards the North by : ROAD & Building No. 92,93

On or towards the South by : Wide road & Building No. 87,88

On or towards the West by : Statue of Chhatrapati Shivaji Maharaj

On or towards the East by : Proposed Mhada Shopping & Bldg. No. 90



**SECOND SCHEDULE**

Flat No. 2305 of RERA carpet area 37.96 Sq. Mtr. RERA Carpet area equivalent to 408.44 Sq. Ft. and Balcony Area 36.25 Sq. Ft. on the Twenty Third Floor, in the KANNAMWAR NAGAR SHANTI DHAM CO. OP. HOUSING SOCIETY LTD., Proposed Redevelopment of Bldg. No. 90 Survey No. 113 and C. T. S. No. 356-A/2 (part), at Kannamwar Nagar No. 2, Vikhroli (E), Mumbai - 400 083 and as marked in the floor plan hereto Annexed.

Q

*D. Amare*

करल - १		
१०५३०	२०	३१
२०२३		

IN WITNESS WHEREOF the parties have set and subscribed their respective hand and seals on the day and year First herein above written.

SIGNED AND DELIVERED )

By the with named **M/S. HIRANIMANTHAN BUILDERS AND DEVELOPERS** )

Through hands of **SHRI DINESH B. SAVANT** )

OR **SHRI HASMUKH R. HIRANI** )

IN PRESENCE OF \_\_\_\_\_ )

1. 
2. 

HIRANIMANTHAN BUILDERS AND DEVELOPERS



Partner

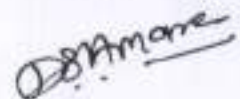


SIGNED AND DELIVERED )

By the within named **PURCHASERS** )

**MR. DURVAS SHRIDHAR AMARE** )



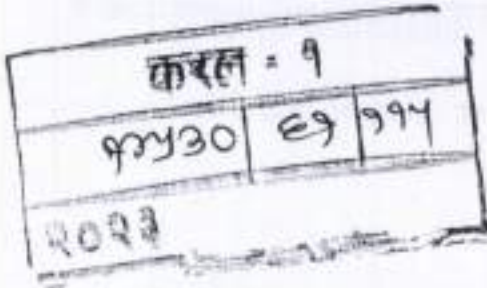




In presence of \_\_\_\_\_ )

1. 
2. 





## RECEIPT

RECEIVED a sum of **Rupees 1,00,000/- (Rupees One Lakh Only)** from **MR. DURVAS SHRIDHAR AMARE** being advance and part payment against the sale price for purchase of the **Flat No 2305, Twenty Third Floor**, of the building known as **KANNAMWAR NAGAR SHANTI DHAM CO. OP. HOUSING SOCIETY LTD.**, Building No. 90 Survey No. 113 and C. T. S. No. 356-A/2, Kannamwar Nagar No. 2, Vikhroli (E), Mumbai - 400 083



**We SAY RECEIVED**

**Rupees 1,00,000/-**

for M/s. Hiranimanthan Builders and Developers

*(Signature)*  
Partners

Witnesses: -

1) *(Signature)*

2) *(Signature)*

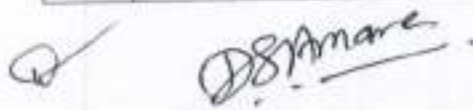


കരല - 9	
98430	E2 994
2023	

## INTERNAL AMENITIES LIST

I)	Type Of Structure	: R.C.C. Framed Structure With R.C.C. Pile Foundations, Columns, Beams, Slabs, Chhajjas, Staircases, Water Tanks Etc.
II)	External Walls	: 6"Th. Brick Walls
III)	Internal Walls	: 4 1/2" Th. Brick Walls
IV)	Internal Plaster	: Smooth Cement Plaster With Neeru Finish (2 cotes)
V)	External Plaster	: Sand Face Cement Plaster (2 Coats) With Water Proofing Compound)
VI)	Colour	: Oil Bond Distemper Colour On Inside Walls.
VII)	Doors: Main Door	: Salwood. Frame 5"X 3" With 30mm Flush. With Decorative Lamination With Heavy Duty Hinges, S.S. Order, Handle Aluminium bolt, tadi, godrej, latch lock.
VIII)	Door For Bed Room	: 30mm Th. Flush With 6" Wide Marine wood Frame With Heavy Duty S.S Hinges Aluminium Tadi And Tower Bolts.
IX)	Door For Bath	: Hardner Door Patti With S.S. Hinges And Aluminium Lower Bolts
X)	Windows	: Aluminum 2 To 4 Track Anodized Sliding Windows With Plain Glass & Sliding Shutters Fixed To White Marble With Black Caddappa. Aluminum Bajri Glazed Louvered Windows All 4 Side To All Baths And Wcs. French Window 6 ft. height.
XI)	Flooring	: 2'x 2' Vitrified/Porseleno Flooring In All Rooms, All Staircase With Riser In Kotha Stone. Flooring With 4" Skirting Of The Same To All Living Rooms, All Passages And All Bed Rooms.



1: 

XII) Dado	:	8" X 12" Decorative Concept Tiles to Full Height upto beam bottom (if any) To All Baths, WCS, Wash Basin And Above Kitchen Platforms.
XIII) Kitchen Platform	:	Black Granite Top, Stainless Steel (Nirali 24" X 18") Sink, Granite Facia Patti Moldings.
XIV) Plumbing करल - 9 १३/३० २०२३	:	All Plumbing Inside The Flat, (Bath, W.C., Kitchen Sink, Wash Basin) Shall Be Concealed With G.I. Pipes & P.V.C. Pipes Outside The Building With Elbows, Bends, Coupling, Nahani Trap Etc. Shall Be Of Good Quality Pvc Pipes. All Internal Lines Of 1/2" External Lines In 4" & 3" PVC Pipes Upto Ground Floor Sewer Lines Upto Compound Wall In 6" Or As Per Municipal Panel Plumbers Recommendations All Tapes And Cock Of renowned Company. Wall Mounted English Commode In all Toilets. External Drainage Line Will Consist Of PVC Pipe And Cast Iron Chamber Delivery.
XV) Electrification	:	All Electric Copper Wiring Will Be Concealed With Sufficient Points In Each Flat Includes, TV Cable, Domestic, Telephone Point Etc.

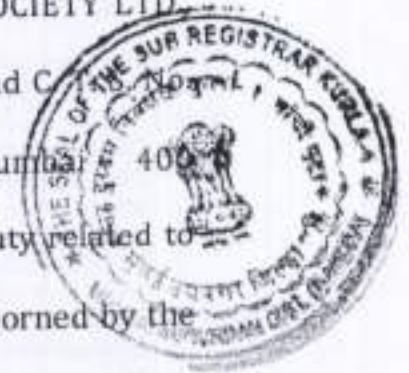


*DS Amare*

DECLARATION

करल - १		
१३५३०	ए४	११५
२०२३		

I/WE MR. DURVAS SHRIDHAR AMARE age 43 years (Pan No. AHGPA2985F) Indian Inhabitant, having his/her/their address at 251/9777, C WING, 4TH FLOOR, SAMADHAN CHSL, KANNAMWAR NAGAR, VIKHROLI (EAST), MUMBAI - 400 083 Hereinafter called "THE PURCHASER/S / ALLOTTEES" Flat No. 2305 of RERA carpet area 37.96 Sq. Mtr. RERA Carpet area equivalent to 408.44 Sq. Ft. and Balcony Area 36.25 Sq. Ft. on the Twenty Third Floor, in the KANNAMWAR NAGAR SHANTI DHAM CO. OP. HOUSING SOCIETY LTD Proposed Redevelopment of Bldg. No. 90 Survey No. 113 and C 356-A/2 (part), at Kannamwar Nagar No. 2, Vikhroli (E), Mumbai 400 083. hereby understand and undersigned that the Stamp duty related to the execution and registration of this agreement of sale is borned by the **THE PROMOTER/DEVELOPERS** and not by **THE PURCHASER/S / ALLOTTEES**.



Yours Faithfully

(MR. DURVAS SHRIDHAR AMARE)

करल - १		
१४५३०	२५	११५
२०२३		



### Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT  
FORM 'C'  
[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number :  
PS1E00025091

Project: **KANNAMWAR NAGAR SHANTIDHAM CHSL** Plot Bearing / CTS / Survey / Final Plot No. 113 / 356 pt at  
Kurla, Kurla, Mumbai Suburban, 400083.

1. Hiranimanthan Builders And Developers having its registered office / principal place of business at Tehsil: Kurla,  
District: Mumbai Suburban, Pin: 400024.

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 and Brokers, Interest and Disclosure 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 scheduled bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (i) of sub-section (2) of section 4 read with Rule 5;  
OR  
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated cost of the project is less than the estimated cost of completion of the project.
- The Registration shall be valid for a period commencing from 18/03/2020 and ending with 30/03/2026 and shall be renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- That the promoter shall take all the pending approvals from the competent authorities

3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.



Signature valid  
Digitally Signed by  
Dr. Vasant Hemant Prabh  
(Secretary, MahaRERA)  
Date: 09-08-2021 15:07:20

Date: 08/08/2021  
Place: Mumbai

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

करल - १		
१३५३०	६६	१३५
२०२३		

महाराष्ट्र गृहनिर्माण व क्षेत्रविकास प्राधिकरण  
MAHARASHTRA HOUSING AND  
AREA DEVELOPMENT AUTHORITY



**Building Permission Cell, Greater Mumbai / MHADA**

(A designated Planning for MHADA layouts constituted as per government regulation No. TPB/4315/167/CR-51/2015/UD-11 DDT. 23 May, 2018.)

**COMMENCEMENT CERTIFICATE**

No. MH/EE/(B.P.)GM/MHADA-9/409/2020

Date: **05 FEB 2020**

To,  
C.A. to Kannamwar Nagar Shanti Dham CHS. Ltd.  
M/s. Hirani Manthan Builders and Developers  
B 207, Hinal Heritage, S.V.P. Road,  
Borivali (W) Mumbai 400092.

Subject : Proposed redevelopment of building No.90 known as "Kannamwar Nagar Shanti Dham CHS. Ltd. on plot bearing C.T.S. No. 356(Pt. of Village Hariyali, Kannamwar Nagar, Vikhroli (East) Mumbai-400083.

Ref : 1) I.O.A.U/No.MH/EE/(B.P.)GM/MHADA-9/409/2019 dt. 13/11/2019  
2) Architect application dated 28/01/2020.

Dear Applicant,

With reference to your application dated 28/01/2020 for development permission and grant of Plinth Commencement Certificate under section 44 & 69 of Maharashtra Regional Town Planning Act, 1966 to carry out development and building permission under section 45 of Maharashtra Regional and Town Planning Act, 1966 to redevelopment of the existing buildings No.90 known as "Kannamwar Nagar Shanti Dham CHS. Ltd" on plot bearing C.T.S. No. 356(Pt.) of Village Hariyali, at Kannamwar Nagar, Vikhroli (E) Mumbai-400083.

The Commencement Certificate/Building Permit is granted subject to compliance as mentioned in I.O.A. U/No.MH/EE/(B.P.)GM/MHADA-9/409/2019 dt. 13/11/2019 and following conditions.

*[Handwritten signature]*

1/3



isio  
zho  
B-43

1  
p.  
-2

1 c  
m.  
3  
t  
E  
r  
4  
bl  
E  
F  
R  
2  
c  
1  
1

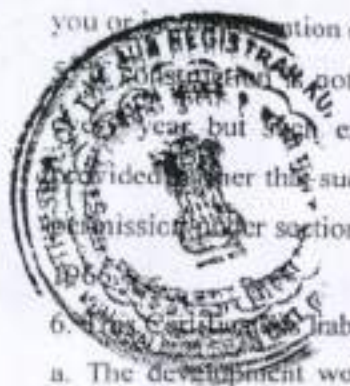
गृहनिर्माण भवन, कलनागर, बान्द्रा (पूर्व), मुंबई ४०० ०५१.  
दुरध्वनी ६६४० १०००  
फॅक्स नं: ०२२-२६५१२०५८

Griha Nirman Bhavan, Kalanagar, Bandra (East), Mumbai-400 051.  
Phone : 66405000.  
Fax No. : 022-26592058 Website : www.mhda.maharashtra.gov.in

Scanned with CamScanner

करला - १		
११/३०	BU	१११
२०२३		

1. The land vacated in consequence of endorsement of the setback line/road widening line shall form part of the public street.
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 reason 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 or in the provision of coastal zone management plan.



5. If the certificate is not commenced this commencement certificate is renewable for one year but such extended period shall be in no case exceed three years and after the 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 VP & CEO / MHADA 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 condition subject to which the same is granted or any of the restrictions imposed by the VP & CEO / MHADA is contravened or not complied with.
    - c. The VP & CEO / MHADA is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the appellant 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 and 45 of the Maharashtra Regional Town Planning Act, 1966.

करल - १		
१४५३०	६६	११५
२०२३		

7. 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.

8. That the work shall be carried out as per the approved plan, Survey remark & all other relevant permissions applicable to this proposal.

VP & CEO / MHADA has appointed Shri. Dinesh D. Mahajan Executive Engineer to exercise his powers and function of the Planning Authority under section 45 of the said Act.

This C.C. is issued for work upto plinth along with Parking tower as per approved IOA plans dated 13/11/2019.

This CC is valid upto 04 FEB 2021

*(Signature)*  
 (Dinesh Mahajan)  
 Executive Engineer/B.P.  
 Greater Mumbai / MHADA



NO. 154/EE (B.P.) / GM / MHADA - 31409/2021

Date: 22 MAR 2021

*THIS CC for building comprising of Ground floor, for shop front for society office & Meter room + 1st to 10th Upper floor for residential use with parking tower as per the approved amended plans dated 22/02/2021.*

*(Signature)*  
 EXECUTIVE ENGINEER / PWA  
 M.H. & A.D. AUTHORITY (A.C.)  
 GRIHA NIRMA, J BHAVAN,  
 BANDRA(E), MUMBAI-51

L

3/3

Scanned with CamScanner

करल - १	
१३५३०	६९११५
२०२३	

No. MH/EE/(B.P.)/GM/MHADA-9/409/2020  
 Date: 29 DEC 2021

Subject : Proposed redevelopment of building.No.90 known as "Kannamwar Nagar Shanti Dham CHS. Ltd. on plot bearing C.T.S. No. 356(Pl.) of Village Hariyali, Kannamwar Nagar, Vikhroli (East) Mumbai - 400083.

Full CC for Building comprising of Ground (pt) for Shop, Society office & Meter Room + 1<sup>st</sup> to 23<sup>rd</sup> upper floor for residential use with height 69.90 mt. (including OHT & LMR ) with parking tower as per approved amended Plans dtd- 24.02.2020.



*[Signature]*  
 Executive Engineer (Civil)  
 Eastern Suburban/  
 Maharashtra Housing & Area  
 Development Authority  
 Bandra (E) Mumbai 51





करल - १		
१४५३०	०९	१९५
२०२३		

Vachan Bodke  
B.Com, LL.B.

Madhu Hiraskar  
B.Com, LL.B.

**V&M LEGAL**  
(Regd.)  
ADVOCATES HIGH COURT

8A, Dady Sheth House,  
1st Floor, Plot No. 44,  
Dawoodi Patel Street,  
Horniman Circle, Fort,  
Mumbai - 400 001.  
T : 4972 2170 / 71 / 72  
E : vmlegal.m@gmail.com

OUR REF: \_\_\_\_\_

Date: \_\_\_\_\_

**TO WHOMSOEVER IT MAY CONCERN**

As per the instructions of our clients M/s Hiranimanthan Builders & Developer we have investigated the title of Kannamwar Nagar Shantidham Co.op. Hsg. Soc. Ltd., situate, lying and being at Village Hariyali, Taluka Kurla, Mumbai - 400083 including the land bearing Survey No. 113 (P) & 267 and C.T.S. No. 356-A/2 known as Building No. Kannmawar Nagar No. 2, admeasuring 710.11 sq. meters comprising of 32 Nos of tenements on ground plus three upper floors, Vikhroli (E), Mumbai 400 083.

We have perused the allotment letters/agreements executed by and between the MHADA and the Society and also various other relevant records pertaining to the right, title and interest of the Society. We have perused the Property Card as well as relevant revenue records in respect of the said property. We have taken search in respect of the said property. After going through the relevant documents and after completing all the necessary requirements for verifying



करल - १		
१०/३०	१२	१९९५
२०२३		

the title of Kannamwar Nagar Shantidham Co-op. Hsg. Society Ltd, we have to state as under:

1. The Maharashtra Housing And Area Development Authority, a Statutory Corporation constituted under the Maharashtra Housing And Area Development Act 1976, having its office at Gruh Nirman Bhavan, Kala Nagar, Bandra (E), Mumbai ( hereinafter referred to as MHADA for short ) formulated a scheme of Construction, Allotment & Sale of tenements generally known as Low Income Group Housing scheme of Maharashtra Housing Board;



2. The Board had built a Building No.90, comprising of 32 nos of tenements on Ground plus three upper floor in the Land bearing C.T.S No.356 A/2 at Kannamwar Nagar No.2, Vikhroli (E), Mumbai 400 083 for housing persons belonging to the low income group as provided in its scheme and allotted the said 32 tenements in that premises to 32 nos. of individual allottees. The said allottees formed themselves into a Co-operative Housing Society called as KANNAMWAR NAGAR SHANTI DHAM

करल - १		
१३३३०	७३	३१५
२०२३		

**V&M LEGAL**  
(Regd.)  
ADVOCATES HIGH COURT

CO-OP. HOUSING SOCIETY LTD., i.e. the Party of the First Part. The said building was in dilapidated condition and hence society decided to go for the redevelopment of society as per MHADA redevelopment policy.

3. The society found that the proposal of M/s. Hiranimanthan Builders & Developers was most suitable and the same was accepted by majority in the General Body Meeting dated 4<sup>th</sup> March, 2012 and hence it was been decided by the majority of the members at the said meeting to entrust unto the developer the development rights of the said land and building. The building of society was very old and in dilapidated condition so society wanted to get it conveyance as early as possible. However society did not had much funds with them to pay the sale cost and other charges to MHADA to do the conveyance and on other hand building was in very dangerous condition. The society members decided to handover the responsibility of getting building / society conveyance from MHADA to



करल - १		
१०५३०	७४	११५
२०२३		

the developer alone and for this Developer paid necessary charges to MHADA. Accordingly on 06.03.2012 the letter of intent was issued by the society to M/s. Hiranimanthan Builders and Developers. The Developers by putting their efforts and finance obtained the conveyance from MHADA in the name of society. On 2013 the revised notifications were published by MHADA in respect of redevelopment of MHADA colonies, as per revised policy of MHADA feasibility of the project as per other terms was disturbed and so the existing tenants were entitled for 300 sq. fts of carpet area only. So developer and the committee members of society had many meetings in this regards to work out revised terms of redevelopment of society.



4. On 21/09/2014 the society organized General Body meeting to finalize revised terms of redevelopment in view of revised policy of MHADA and dilapidated condition of building. Accordingly, it was decided in the said General Body Meeting to start the redevelopment as early as possible as per revised policy of MHADA. It was

13

decided in the said General Body Meeting dated 21/09/2014 that the Developer should demolish the existing structure and after providing temporary accommodation or compensation developer shall construct and sale additional flats to receive appropriate consideration to be received from sale of additional flats and in turn shall give the members flat of 405 sq .ft carpet area. Accordingly on 29/09/2014 society handed over the copy of said resolution to the developer alongwith their letter. The Developer got completed the procedure of getting consent letter verification done from MHADA authorities and also got the plot demarcation from MHADA officials on 07/05/2016 & submitted the proposal to MHADA redevelopment cell on 25/04/2016 for getting the NOC.



5. On 18/05/2016 again society organized the General Body to vacate the premises to start the work. As per vote list majority of the members suggested to hold the procedure for redevelopment till 15<sup>th</sup> of September 2016 in view of new policy to get the better benefits. However

करल - १		
१०५३०	१०६	११५
२०२३		

on 2<sup>nd</sup> September, 2016 Hon'ble C.M., with Housing Minister Shri. Prakash Mehta in presence of Shri Uddhavji Thakare announced / declared the new policy for MHADA colonies. In view of the same since there were hopes to get some more benefits, General Body, AGM on 25<sup>th</sup> September 2016 decided to start for getting sanctioned / NOC from MHADA as per present



However it was resolved that in view of getting maximum carpet area, benefits in total at the end of development of project even through it is carried out in phase wise general body gave clearance to the Developer to start the redevelopment and submitted the General Body resolution dated 25<sup>th</sup> September 2016 to the developer alongwith the letter.

- The society had obtained a duly Registered Lease Deed in respect of the land beneath their building alongwith the tit bit area in their favour from the MHADA as also had obtained conveyances in respect of the structure of the building from the MHADA by Sale Deed/Deed of Conveyance and accordingly acquired ownership of

13

building standing on the land admeasuring 1140 sq. mtrs. on a lease of 99 years by fixing the lease rent as per the standard norms.

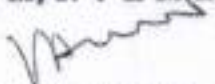
7. We have investigated the title of the society i.e. Kannamwar Nagar Shantidham Co-operative Housing Society Ltd. and based on the documents perused by us and also after going through the relevant records from the office of the MHADA and also the various registered agreements including the Lease Deed and the Sale Deed executed in favour of the society, we are of the view that the title of Kannamwar Nagar Shantidham Co-operative Housing Society Ltd., in respect of the property mentioned hereinabove is clear and marketable is free from all reasonable doubts.



Accordingly, we have to opine as above.

DATED THIS 11<sup>TH</sup> DAY OF MARCH, 2020

For M/s. V & M Legal,

  
V. N. BODKE  
Partner






महाराष्ट्र गृहनिर्माण व क्षेत्रविकास प्राधिकरण  
MAHARASHTRA HOUSING AND  
URBAN DEVELOPMENT AUTHORITY

म्हाडा  
MHADA

करल - १		
१३९३०	७८	३१५
२०२३		



**Building Permission Cell, Greater Mumbai / MHADA**

(A designated Planning Authority for MHADA layouts constituted as per government regulation No. TPB4315/167/CR-51/2015/UD-11 dt.23 May, 2018.)

**INTIMATION OF APPROVAL (IOA)**

No.MH/EE(B.P.)/GM/MHADA- 09/ १०१ /2019  
Date- 13 NOV 2019

To  
C.A. to Kannamwar Nagar Shanti Dham CHS. Ltd.  
M/s. Hirani Manthan Builders and Developers  
B 207, Hinal Heritage, S.V.P. Road,  
Borivali (W) Mumbai 400092.

Sub: Proposed redevelopment of building.No.90 known as "Kannamwar Nagar Shanti Dham CHS. Ltd. on plot bearing C.T.S. No. 356(Pt.) of Village Hariyali, Kannamwar Nagar, Vikhroli (East) Mumbai - 400083.

Ref : 1.Application of Architect dated 26/09/2019.

Dear Applicant,

With reference to your Notice U/S 45 (1) (ii) of MRTP Act 1966 submitted with letter No. Nil dt. 26/09/2019, and delivered to MHADA on 26/09/2019 and the plans Sections Specifications and Description and further particulars and details of your buildings No.90 known as Kannamwar Nagar Shanti Dham CHS. Ltd on plot bearing C.T.S. No. 356(Pt.) of Village Hariyali, at Kannamwar Nagar, Vikhroli (E) Mumbai- 400083, furnished to this office under your letter, dated 26/09/2019, I have to inform you that, I may approve IOA the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you U/S 45(1)(ii) of MRTP Act 1966 as amended upto date, my approval by reasons thereof subject to fulfilment of conditions mentioned as under:-

११



1/10/19

पुणे ऑफिस, कलकत्ता, गांधी (पूर्व), मुंबई ४०० ०५१.  
दुरधनी ११३० ५०००  
फॅक्स नं. ०२२-२६५१२०५०

Office: Naman Bhawan, Kalamnagar, Bandra (East), Mumbai-400 061.  
Phone : 26405000.  
Fax No. : 022-26562068 Website : www.mhada.maharashtra.gov.in

करल - १	
१५५३०	७९७७
२०२३	

**A. CONDITIONS TO BE COMPILED WITH BEFORE STARTING THE WORK.**

1. That the commencement certificate U/s-44/69(1) of MRTTP Act shall be obtained.
2. That structural Engineer shall be appointed and supervision memo of as per appendix- IX of D.C. Regulation - 5(3) (9) shall be submitted by him.
3. The structural Design and calculations for the proposed work accounting for system analysis as relevant IS code along with Plan shall be submitted before C.C.
4. Janata Insurance Policy shall be submitted.
5. As per clause 49(3)&(4) of DCPR 2034 shall be complied with and all the documents of work, verification report, etc. shall be maintained on site throughout the entire work.
6. The work shall be constructed in consultation with H.E./MCGM.
7. That the work shall be carried out between 6.00 a.m. to 10.00 p.m. as per circular of CHD No. 7749/GEN dt. 07.06.2016.
8. Information Board shall be displayed showing details of proposed work, name of contractor, developer, architect/LS, R.C.C. consultant etc.
9. For erection/display of hording or the flex of size m to m for advertisement of proposal shall be made.
10. All the precautionary measures shall be taken during demolition /excavation foundation & construction work.
11. That the applicant shall deploy the construction labours as per provisions of labour compensation set 1923 and as per suo motto SLP in Supreme Court.
12. That the final outcome of parking provision by Govt. of Maharashtra, UDD-1 shall be binding on you.
13. That the NOC from SWM department shall be submitted.



**B. FOR LABOUR CAMP/TEMPORARY SHED**

1. That, the exact location of the Temporary Shed/Labour Camp at the premises situated at shall be shown in the accompanying sketch of the proposed temporary shed/labour camp.
2. That, the material for side and top covering used for the Temporary Shed/Labour Camp shall be either tarpaulin or G.I. Sheets.

*[Handwritten signature]*

340  
219

करल - १		
१४५३०	१०	११५
२०२३		

3. That this Temporary Shed/Labour Camp shall be constructed in such a manner that the same can be easily removed after the expiry of the temporary permission.
4. That you shall do any sort of pucca or permanent construction of any nature on this temporary permission.
5. That the temporary shed shall be constructed to the approved size and measurement and shall exceed the permitted area.
6. That you shall pay the sum of Rs.10000/- (in Words Rs. Ten Thousand) as a security Deposit which may be forfeited in the extent of your failure to comply with any of the condition mentioned herein.
7. That you shall pay the sum of Rs. (in Words Rs.) as Deposit covering the charges for the removal of temporary shed at your risk and cost if you fail to remove the shed on or before the date of expiry of the temporary permission.
8. That the permission shall be effective upto completion of the project.
9. That you shall intimate the Municipal authorities in writing immediately when the shed is removed by you on or before the expiry date.
10. That in case of your failure to remove the Temporary Shed/Labour Camp before the date of expiry, you will allow Municipal authorities to remove the same at your risk and cost without notice and you will allow the demolition charges to be recovered from the deposit paid for this purpose and the security deposit paid by you to be forfeited.
11. That you shall pay fees at the rate of the Rs./-per 10 Sq. Mts. Area for the structure for the entire monsoon period or part thereof.
12. That you shall pay the fees for the structure for the whole monsoon period or part thereof and so on.



**C. CONDITIONS TO BE COMPILED BEFORE FURTHER C.C.**

1. That the plinth/silt height shall be got checked by this office staff.
2. All the payments as intimated by PA MHADA shall be paid by the Society/Applicant.
3. That the Remarks of concerned authorities/empanelled consultants for the approved plan shall be submitted for : a) S.W.D., b) Water Works, c) Tree authority, d) Hydraulic Engineer, e) PCO, f) NOC from Electric Supply Company.
4. That the Material testing report shall be submitted.
5. That the yearly progress report of the work will be submitted by the Architect/L.S.

A

2/5

करल - १  
 १०/३० १९ १९५  
 २०२३

6. That the Civil Aviation NOC from A.A.I. shall be submitted.
7. That the revised R.C.C. design and calculation shall be submitted.
8. That the C.C. shall be endorsed for carrying out the work as per approved plans.
9. That the latest paid bill from A.A. & C (S-Ward) shall be submitted.
10. That the extra water & sewerage charges shall be paid A.E.W.W. 'S' Ward before C.C.
11. That the valid Janata insurance policy shall be submitted before C.C.

**D. GENERAL CONDITIONS TO BE COMPILED BEFORE O.C.C./B.C.C.**



1. That the N.O.C. from MHADA shall be submitted and requirements shall be complied with before submission of B.C.C. if applicable.
2. That the low level of the plot will be filled up to a reduced level of at least 27.55 M from the Mean Sea Level Datum or 0.15 m above adjoining road level whichever is higher with masonry, earth boulders etc. and will be leveled, rolled, consolidated and sloped towards the side.
3. That the dust trap will be provided.
4. That the paved pathway upto staircase will be provided.
5. That the open spaces as per approval, parking spaces and terrace will be kept open.
6. That the name plate/board showing Plot No., Name of the Bldg. etc. will be displayed at a prominent place.
7. That carriage entrance shall not be provided as per design of registered structural engineer and carriage entrance fee shall be paid.
8. That terraces, sanitary blocks, nahanis in kitchen will not be made Water proof and same will not be provided by method of pounding and all sanitary connections will not be leak proof and smoke test will be done in presence of licensed plumber.
9. That final N.O.C. from concerned authorities / empanelled consultants for :- a) S.W.D. b) CFO /Fire Fighting Provisions, c) Tree authority, d) MHADA/MCGM if any, e) Assessment shall be submitted before occupation.
10. That Structural Engineer's final Stability Certificate along with up to date License copy and R.C.C. design canvas plan shall be submitted.
11. That the separate vertical drain pipe, soil pipe, with a separate gully trap, water main, O.H. Tank, etc. for Maternity Home/Nursing Home, user will be

७

१/१५

करल - १		
१२५३०	१२	१९९५
२०२३		

- provided and that drainage system of the residential part of the building will not be affected if applicable.
12. That final completion plans shall be submitted for Completion of work on site shall be submitted.
  13. That Site Supervisor certificate for quality of work and completion of the work shall be submitted in prescribed format.
  14. That the topmost elevation level of the building certified by Airport Authority of India mentioning that the height of the building is within the permissible limits of Civil Aviation N.O.C. shall be submitted before O.C.C.
  15. That the provision of Rain water harvesting as per design prepared by approved consultant in the field shall be made to the satisfaction of concerned authority.
  16. That the Vermiculture bins for disposal of wet waste as per the design and specification of Organization/Individuals specialized in this field, as per the list furnished by solid waste management dept. of MCGM shall be provided to the satisfaction of Municipal Commission.
  17. That the certificate from Lift Inspector regarding satisfactory installation and operation of lift will be submitted.
  18. That the D.G. set 'Or' alternate source of power supply shall be provide.



(Dinesh Mahajan)  
Executive Engineer/B.P. Cell  
Greater Mumbai/ MHADA

१२५३०

करल - १		
११५३०	१३	११५
२०२३		

SPECIAL INSTRUCTIONS

1. THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.
2. "Every person who shall erect as new domestic building shall cause the same to be built so that every part of the plinth shall be
  - 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 of the building.
3. (Town Hall) above Town Hall Datum.
4. Your attention is invited to the provision of Section 152 of the Act where by the person liable to pay property taxes is required to give notice of erection of new building or occupation of building which has been vacant, to the Collector 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 or occupation is detected by the Assessor and Collector's Department.
5. Your attention is further drawn to the provision about the necessity of submitting occupation certificate with a view to enable the V.P. & C.E.O./MFLADA to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance if necessary.
6. Proposed date of commencement of work should be communicated.
7. One more copy of the block plan should be submitted for the Collector, Mumbai Suburbs District.



Attention is drawn to the notes accompanying this Intimation of Approval.

Handwritten signature or initials.

Handwritten number 619 in a circle.

करल - १		
१२५३०	१४	११५
२०२३		

#### NOTES

1. The work should not be started unless objections are complied with.
2. A certified set of latest approved plans shall be displayed on site at the time of commencement the work and during the progress of the construction work.
3. Temporary permission on payment of deposit should be obtained any shed to house and store for construction purpose. Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and certificate signed by Architect submitted along with the building completion certificate.
4. Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site workers, before starting the work.
5. Water connection for constructional purpose from MHADA mains shall not be taken without approval from concerned Executive Engineer of Mumbai Bd.
6. The owners shall intimate the Hydraulic Engineer or his representative in the Wards at least 10 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilized for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presumed that Municipal tap water has been consumed on the construction works, and bills preferred against them accordingly.
7. The boarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks, metal, sand, preps debris, etc. should not be deposited over footpaths or Public Street by the owner/architect/their contractors, etc without obtaining prior permission from the Ward Officer of the area.



१५

११५  
१५



करल - १  
 १०/३०/१५/११  
 २०२३

8. The work above ground should not be started before the same is shown to this office Sectional Engineer/Assistant Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces & dimensions.

9. The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road or footpath.



10. The location and condition of the approved layout /sub-division under No. of \_\_\_\_\_ to and complied with.

11. The wall or fencing should be constructed clear of the road width line. The foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work on the owner's holding.

12. No work should be started unless the existing structures proposed to be demolished are demolished.

13. The Intimation of Approval is given exclusively for the purpose of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Competent Authorities and in the event of your proceeding with the work either without an intimation about commencing the work or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Approval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act 1966, (12 of the Town Planning Act), will be withdrawn.


14. It is to be understood that the foundations must be excavated down to hard soil.

A

6/5

करल - १		
१०५३०	१६	१५
२०२३		

- 15. The positions of the nahans and other appurtenances in the building shall be so arranged as not to necessitate the laying of drains inside the building.
- 16. The water arrangement to be carried out in strict accordance with the Municipal requirements.
- 17. No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the VP/CEO /MHADA.

  
 (Dinesh Malajan)  
 Executive Engineer/B.P. Cell  
 Greater Mumbai/ MHADA



१०/१०  
 १/१



करल - १		
१३५३०	१०	११५
२०२३		

मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ  
(म्हाडाचा घटक)  
REGIONAL HOUSING AND  
AREA DEVELOPMENT BOARD  
(A MHADA UNIT)

म्हाडा  
MHADA



No.CO/MB/REE/NOC/F-949/ 166 /2019  
DATE: 05 FEB 2019

To,  
The Executive Engineer,  
Building Permission Cell,  
Greater Mumbai, MHADA,  
Dahdra (E), Mumbai 400 051

Sub: N. O. C. for proposed redevelopment of existing building No.90,  
known as Kannamwar Nagar SHANTIDHAM CHSL bearing CTS  
No. 350(p1), Kannamwar Nagar, Vikhroli (E), Mumbai - 400  
083 under DCR 33(5) dated 05.10.2013 & it's modification dt  
03.07.2017.

Ref: 1. This Office Offer letter No. CO/MB/REE/NOC/F-949/1042  
Dated - 25.06.2018.  
2. Society's letter dated 16.01.2019.

Sir,

The applicant has complied requisites for obtaining No Objection  
(NOC) for allotment of additional buildable area & pro-rata BUA of land  
redevelopment of their building under subject. There is no objection of this office  
undertaking construction as per the proposal of the said society under certain  
and conditions.

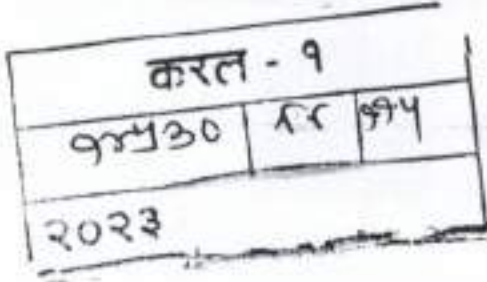
Allotment of additional BUA approved and allotted by this NOC is as under:

- The above allotment is on sub-divided plot as per lease deed admeasuring  
about 710.11 m<sup>2</sup> (Lease Area). The total built up area should be permitted up  
to existing BUA 958.64 m<sup>2</sup> + 2,345.69 m<sup>2</sup> (for residential use) i.e. 1,161.69  
m<sup>2</sup> in the form of additional BUA + 1,184.00 m<sup>2</sup> in the form of balance built  
up area of layout (Pro-rata) to be allotted now, thus total BUA = 3,314.33 m<sup>2</sup>  
only.
- Allotment of total BUA of 3,314.33 m<sup>2</sup> (for residential use) is permitted for  
I.O.D. / I.O.A. purpose only.
- Since the Society has paid first installment i.e. 25 % amount of premium  
towards additional built up area of 2,345.69 m<sup>2</sup> as per A.R. Resolution 6779,  
Dt. 11.07.2017, hence Commencement certificate shall be issued for  
1,555.06 m<sup>2</sup> (for Residential use) i.e. 526.42 m<sup>2</sup> permitted through this NOC  
(Proportionate to the first installment paid by the Society as per offer letter  
under reference no. 1) and 958.64 m<sup>2</sup> Existing Built up area.



मुख्यालय: मजल, काळमन, वाड (१), मुंबई ४०० ०५१  
दूरध्वनी: ६६४०५६००, २६५२२६७७, २६५२२६७८  
फॅक्स नं. ०२२-२६५२२६५२ / पत्ता नं. ८५२५

Office: Nandan Bhawan, Kalbarji, Bandra (East), Mumbai-400 051  
Phone: 66405600, 26522677, 26522681  
Fax No.: 022-26592064 / Post Box No. 8135  
Website: mhada.maharashtra.gov.in



The NOC is granted as per policy laid down by the MHADA vide MHADA Resolutions Nos. 6260 Dt.04/06/2007, A. R. No. 6397 dated 5/05/2009, A. R. No. 6422 dated 07.08.2009 and A.R. no. 6749, Dt. 11/07/2017 and circular dated 16/06/2011 & 21/12/2011 subject to following conditions.

1. The work of redevelopment should be carried out as per plans submitted to this office along with detailed proposal, as per prior approval of EE,BP Cell, Greater Mumbai / MHADA.
2. Necessary Approvals to the plans from EE,BP Cell, Greater Mumbai / MHADA should be obtained before starting of work.



The work should be carried out under the supervision of the Competent Registered Architect and Licensed Structural Engineer.

Work should be carried out entirely at applicant's own risk and cost. The M.H.A. Board will not be responsible for any mishap or irregularity.

The built up area permitted as per statement below.

Built up Area		In m <sup>2</sup>
1.	Plot area as per lease deed	710.11 m <sup>2</sup>
2.	Permissible BUA (710.11 m <sup>2</sup> X 3.0 FSI)	2,130.33
3.	Permissible Pro-rata (32 Ts X 37.00 m <sup>2</sup> per T/s)	1,184.00
4.	Total BUA permissible (Sr.No 2+3)	3,314.33
5.	(-) Existing Built up area 968.64 m <sup>2</sup>	968.64
6.	Additional Built up area (Sr.No 4-5)	2,345.69
7.	<b>Total built up area permitted for obtaining I.O.D. / I.O.A.</b>	
	3,314.33 m <sup>2</sup> (for Residential use) permitted through this NOC.	3,314.33
8.	<b>Total built up area permitted for obtaining Commencement Certificate.</b>	
	1,555.06 m <sup>2</sup> (for Residential use) permitted through this NOC (586.42 m <sup>2</sup> Proportionate to the first installment paid by the Society as per offer letter under reference no.1) and 968.64 m <sup>2</sup> Existing Built up area.	1,555.06

6. No additional F.S.I. should be utilized other than mentioned above and carpet area for existing members / tenants should be retained as per Govt. G.R. nos. 6012 & 6013 dt. 11/02/09 dated 26/08/2009.
7. The work should be carried out within the land underneath & appurtenant to the society / society's building or plot leased by the Board / as per approved subdivision.
8. Responsibility of any damage or loss of adjoining properties if any will vest entirely with the society and M.H.A. Board will not be responsible in any manner.

करला - १		
१३३०	र०	११५
२०२३		

9. The user of this construction under this NOC should be restricted to **RESIDENTIAL** purpose only. Separate permission for other user will have to be obtained.
10. Barbed wire fencing/ chain link Compound wall along boundary line is permitted after getting demarcation fixed from the Executive Engineer Kurla Division, Mumbai Board.
11. The Society shall have to construct and maintain separate underground water tank, pump house and overhead water tank to meet requirement of the proposed and existing development and obtain separate water meter & water connection.
12. The society shall have to obtain approval for amended plans as and when amended else the NOC for Occupation Certificate from EE,BP Cell, Greater Mumbai / MHADA will not be granted.
13. One set of plan along with letter should be forwarded to the office of Resident Executive Engineer / Mumbai Board as token of your approval.
14. The Chief Officer / Mumbai Board reserve the right to cancel NOC with giving any notice.
15. All the terms and conditions mentioned in earlier Offer letter, NOC shall be applicable to the society.
16. The redevelopment proposal should be prepared adhering to the Development Plan reservation, Building regulations and any other rules applicable to the construction by the EE,BP Cell, Greater Mumbai / MHADA.
17. The plans of the proposed building shall be submitted to EE,BP Cell, Greater Mumbai / MHADA within six months from the date of issue of this NOC positively for its approval, failing which the NOC will stand cancelled.
18. The NOC holder will have to communicate the actual date of commencement of work and to submit progress report of the redevelopment scheme by every month till completion of scheme to the Executive Engineer / Kurla Divn. / M.B. under intimation to this office.
19. If NOC holder fails to start the redevelopment work within 12 months from the date of issue of NOC, the right is reserved to cancel the NOC by this office.
20. The reconstruction of new building for the rehabilitation of old occupiers shall be completed within a period of 30 months from the date of issue of this NOC. In case NOC holder fails to do so, extension in the above time limit may be granted depending on the merits of the case and on payment of an extension fee as may be decided by the office from time to time.
21. The road widening that may be proposed in the revised layout will be binding on the society & the society should handover the effected area of road widening to the MCGM at their own cost.
22. All terms & conditions of lease deed and sale deed are binding on the society.
23. After issue of NOC, during course of demolition of old buildings & during course of redevelopment work if any mishap / collapse occur, the entire responsibility of the same will be with NOC holder. However all the necessary precautionary measures shall be taken to avoid mishap / collapse and the work of demolition



५

करल - १	
१४/३०	२०/११/१
२०२३	

& redevelopment shall be carried out under strict supervision of Architect and R.C.C. Consultant.

24. The proposal of issue of NOC for obtaining occupation Certificate from E.E./BP Cell, Greater Mumbai / MHADA to the newly constructed building will have to be submitted along with the following documents / information.

a) Copy of approved plan along with copy of R.O. & C.C. from E.E./BP Cell, Greater Mumbai / MHADA. The name of the occupiers against concerned tenements proposed to be allotted in new building should be clearly shown in the plan along with carpet area to be given. Matching statement i.e. Name of occupier, Room No., existing area and proposed allotted area.

b) The concerned Architect & NOC Holder / Developer should give certificate that newly constructed building is in accordance with the plans approved by Greater Mumbai / MHADA & the tenements constructed for the occupiers of building are as per the areas and amenities as per the agreement executed with the occupiers.



c) Photographs of the newly constructed building taken from various angles.

25. It is submitted that the documents / information submitted with the application for NOC are incorrect or forged, mis-leading then this NOC will be void. The NOC holder will be held responsible for the consequences / losses incurred in future.

26. Soil pits / trial bores shall be taken at the captioned property in accordance with the bearing capacity of the soil and foundation shall be designed accordingly. R.C.C. design of the new proposed building shall be prepared taking into account the aspect of Mumbai Seismic Zone and same should be got approved from R.C.C. Consultant / Structural Engineer, registered with MCGM.

27. By this letter you are requested not to issue Occupation Certificate unless consent letter duly signed by Chief Officer / Mumbai Board is obtained and submitted to your Department by the applicant.

28. After approval of layout with 3.00 FSI from Architect Layout Cell, Greater Mumbai / MHADA society will be entitled to additional Pro-rata share of FSI as per approved layout. Further society's allotted Pro-rata share as per this NOC will be adjusted against its allotted pro-rata share as and when layout is approved by the Architect Layout Cell, Greater Mumbai / MHADA with 3.00 FSI.

29. Allotment of the layout pro-rata B.U.A. in this case will not create any imbalance of F.S.I. / B.U.A. in the layout though the same is not yet approved as per FSI 3.00 as per D.C.R. 3365 dated 08/10/2013 Government notification.

30. All the dues should be cleared by Society before issue of Occupation Certificate.

31. This NOC is issued for the purpose of IOI/ IOA and approval of plans for BUA of 3,314.33 m<sup>2</sup> as shown in condition No. 2 of this letter. The Commencement Certificate shall be issued for BUA 1,555.06 m<sup>2</sup> permitted through this NOC.

i.e. 506.12 m<sup>2</sup> permitted through this NOC (Proportionate to the First installment paid by the Society as per offer letter under reference no. 1) and 968.64 m<sup>2</sup> Existing Built up area.

32. All the terms and conditions mentioned in the Layout which was processed to E.E./BP Cell / MHADA shall be applicable to the society.

करल - १		
११/३०	२१	११
२०२३		

33. The set of plans approved by E.E./BP Cell / MHADA duly certified by the Architect should be submitted to this office before commencement of work.
34. The society will have to submit stability of the existing structure / proposed work through Registered Licensed Structural Engineer by E.E./BP Cell / MHADA.
35. The society will have to obtain separate P. R. card as per the approved sub division / plot leased out by the board duly signed by S. L. R. before asking for Occupation Permission from E.E./BP Cell / MHADA.
36. The society will have to obtain approval for amended plans as and when the Society amends the plans.
37. The society should submit undertaking on Rs. 250/- Stamp paper for not having any objection if the newly developable plots are either developed by the Board or by the allottee of the Board in Kannawar Nagar, Vikhrali layout.
38. The Society will have to hand over the set back area free of cost to MCGM & proof of the same will have to be submitted to this office. The society will have to inform about form encroachment to E.E./BP Cell / MHADA at their own cost and M.H.A.D. Board shall not be held responsible.
39. The pro-rata charges towards construction of D. P. as implemented by MCGM will be paid from the premium received from the society for the purchase of additional BUA for which receipts shall be submitted by the society to E.E./BP Cell / MHADA in favor of Chief Accounts Officer / MHAD Board.
40. The Society will have to submit Undertaking on Rs. 250/- stamp paper agreeing to pay the difference in premium if any as and when MHADA reviews the plan for allotment of P.S.I. / T.D.R. (Form V).
41. Before issuing the NCC for Occupation Tanker Water or Extra Water charges payment clearance should be produced by the Society.
42. The redevelopment Proposal should be approved adhering to the Development Plan reservation, Building regulations and any other rules applicable to Building construction by the Building Proposal Dept. in Planning Authority, MHADA.
43. The charges as may be levied by MCGM, from time to time (apart from FSI charges), for e.g. Pro-rata charges for lands, shall be paid by the society to MCGM directly, on demand from MCGM.
44. The society shall indemnify MHADA against any legal action regarding payment of stamp duty for a) Transfer of built tenements to beneficiaries and b) Purchase of balance FSI / T. D. R. etc. as may be required under provisions of Stamp Duty Act.
45. This allotment is subject to payment of Stamp duty if / as and when may be imposed by the Govt. of Maharashtra (Under the relevance provisions of Maharashtra Stamp Duty Act. The allottee will have to submit an Undertaking to this effect on Stamp paper worth Rs.100/-)
46. MCGM has incurred expenditure for on site infrastructure prior to modification in DCR 33 (5) and after modification in DCR 33 (5). The Pro-rata premium shall be payable by the society as and when competent authority communicates to you.





करल - १  
 78Y30 १2 997  
 2023

- 47. The Pro-rata premium for approval of revised layout under DCR 33 (B) with 3.0 FSI shall also be payable by society as and when communicated to you.
- 48. Society has to ensure that Contractors / Sub-Contractors appointed by the society or Developer of the Society, who are in charge of construction work, shall be registered with MEOCW Board & are required to fulfill the obligations as contemplated in Building and other construction workers (Regulation of Employment and condition of service) Act, 1996. And further these Contractors / Sub-Contractors are required to fulfill all the conditions stipulated in the Act, for the benefits of workers.



MHADA reserves its right to withdraw, change, alter, amend their offer letter and conditions mentioned therein in future at any point of time without giving any reasons.

It is, hereby directed that the proposed work should be carried out strictly in accordance with the conditions and conditions as mentioned above. In case of any breach to above conditions, the NOC will stand cancelled.

(Date approved) CO/MB

Sd/-  
 (Prakash Ganap)  
 Resl. Exec. Engr. in Charge  
 Mumbai Board

Copy to: The Secretary, Building No 90, Kannamwar Nagar SHANTIDHAM CHSL, Kannamwar Nagar, Vikhroli (E), Mumbai - 400 083.

Copy to Architect: M/s Innovations, 602, Mahalaxmi Tower, Crosser Road, Amboli, Andheri (W), Mumbai-400 058 For information

Copy forwarded to information and necessary action in the matter to the:-

1. Executive Engineer, Housing Kurla Division.
  - i) He is directed to take necessary action as per demarcation & as per prevailing policy of MHADA.
  - ii) He is directed to recover all the dues from the society concerned to Estate Department & intimate the same to this office.
  - iii) He is directed to recover any dues, land revenue, audit remarks concerned to Land Department if any pending with the society & intimate the same to this office.
2. Copy to Architect / Layout cell / M.B.
3. Copy to Shri. Jadhav/Sr. Clerk for MIS record.

(Prakash Ganap)  
 Resl. Exec. Engr. in Charge  
 Mumbai Board

करल - १		
१११३०	२३	११५
२०२३		

पो ए ना ए अ

मी असिलेश बाजपल गावडे यादारे घोषित करतो की,  
 दुय्यम निबंधक कुली.प. २.५ यांचे कार्यालयात करारनामा  
 या शिर्षकासुद्धा नोंदणीसाठी सादर करण्यात आला आहे. श्री.मे.हिशानीभंयन  
 विल्यम अंड डेव्हलपर्स पार्लर  
 किनेश बाबा सावल व ड. घांती दि. २३/०८/२०२२  
 रोजी मला दिलेल्या कुलमुठत्पार पत्राच्या जाधारे मी सादर दस्त नोंदणीत  
 सादर केला आहे / निघ्यादीत कस्त इवतीजबाब दिला आहे. सादर कुलमुठत्पार  
 पत्र लिहून देणार घांती कुलमुठत्पारपत्र रद्द केलेले नाही किंवा कुलमुठत्पारपत्र  
 लिहून देणार व्यक्तीपेकी कोणीही मयत घालेले नाही किंवा अन्य कोणीही  
 कारणांमुळे कुलमुठत्पारपत्र रद्दबातल ठरलेले नाही. सादरचे कुलमुठत्पारपत्र  
 पूर्णपणे वैध अतून उपरोक्त इती करण्यात मी पूर्णतः सधम आहे.  
 चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये  
 मी पात्र राहीन घाची मला जबाबी आहे.



X  
 [Signature]  
 POA Holder

कुलमुठत्पारपत्र धारकाचे नाव  
 व सही

दिनांक : २१/०९/२०२३.



Receipt (part)

390/15433

Monday, August 29, 2022  
3:28 PM

पावती

Original/Duplicate

सेरणी क्र.: 39M  
Regn.: 39M

पावती क्र.: 16458 दिनांक: 29/08/2022

सापत्तये नाव: कुर्ली  
दस्तावेजाचा अनुक्रमांक: करल-15433-2022  
दस्तावेजाचा प्रकार: पांढर ऑफ वॉटर्स  
साधन कालपावतये नाव: मे. हिरोवीन्धन बिल्डर्स अँड डेव्हलपर्स चे पार्टनर विनेश बाबा साबत-वय 45 वर्षे

सेरणी फी ₹. 100.00  
इतर दस्तावेजांची फी ₹. 300.00  
पुढाची संख्या: 15

**DELIVERED**

एकूण: ₹. 400.00

सापत्तय मूळ रस्त्या, लंबवेल प्रिंट, सुफी-2 अडाडे  
3:44 PM रूग्ण वसंत विजेत.

साह दु. विवेक कुर्ली - 3

वाढाव मूल्य: ₹. 1/-

सोवयला ₹. 0/-

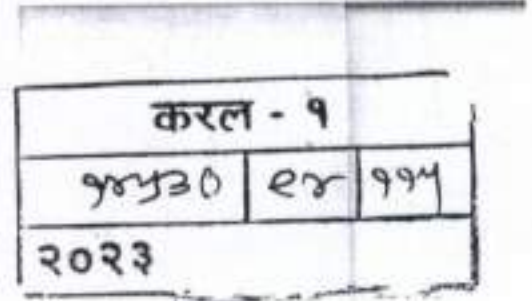
संशोधन मुद्रांक मूल्य: ₹. 500/-

सह दुपय्यम निबंधक (वर्ग-२)  
कुर्ली-३

- 1) दस्तावेजा प्रकार: DHC रकम: ₹. 360/-  
सीसी/अनुक्रमांक/सेरणी क्रमांक: 2908202205082 दिनांक: 29/08/2022  
वैकिके नाव व पत्ता:
- 2) दस्तावेजा प्रकार: eChalan रकम: ₹. 100/-  
सीसी/अनुक्रमांक/सेरणी क्रमांक: MH007025510202223E दिनांक: 29/08/2022  
वैकिके नाव व पत्ता:

*Aswani*  
मूळ दस्त्या निजाला

**DELIVERED**

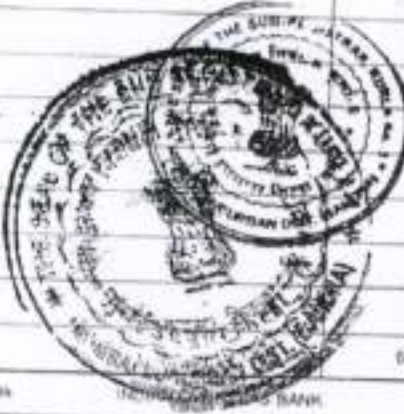




CHALLAN  
MTR Form Number-6



GRN	18467010514202233E	BARCODE	[Barcode]		Date	29/08/2022-13:01:35	Form ID	4811
Department	Inspector General Of Registration			Payer Details				
Type of Payment	करल - 9			TAX ID / TAN (If Any)				
Office Name	[Handwritten]			PAR No (If Applicable)	AAEP127MA			
Location	[Handwritten]			Full Name	HIRANMANTHAN BUILDERS AND DEVELOPERS			
Year	[Handwritten]			Flat/Block No	E WING 1ST FLR SKYVIEW			
Account Head Details		Amount In Rs.		Premises/Building				
AMOUNTSCT	Stamp Duty	500.00		Road/Street	MOTHER DALWIV RD NEHRU NAGAR KUREA T			
REGISTRATION	Registration Fee	100.00		Area/Locality	MUMBAI			
				Town/City/District				
				Pin	4 0 0 1 2 4			
				Remarks (If Any)	[Handwritten]			
				PN2-A2PG025M	[Handwritten]			
				Amount In Words	Six Hundred Rupees Only			
Total				Amount In	600.00			
Payment Details				FOR USE IN RECEIVING BANK				
Cheque-OD Details				Bank CN	Ref No	0270040022082985144 202208280905777		
				Bank Code	RBI Code	2918/2022-13:04:08 Not Verified with RBI		
				Bank-Branch	INDIAN OVERSEAS BANK			
				Scrub No. / Date	Not Verified with Scrub			



Caution ID: [Blank]  
OTE - This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. Mode No: 98P1846200  
[Handwritten text in Marathi]

[Handwritten signatures]

करल - ३	करल - १
२५३३	२
२०२२	२०२३
३५	९९५३०
	२६
	११५

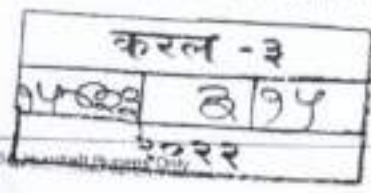
Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charge	
PRN 290252295082	Date 29/08/2022
Received from MS HIRANIMANTHAN BUILDERS AND DEVELOPERS CHE PARTNER DINESH BABA SAWANT , Mobile number 9004875937, an amount of Rs.300/-, towards Document Handling Charges for the Document to be registered(SARITA) in the Sub Registrar office Joint S. R. Kurta 3 of the District Mumbai Sub-urban District.	
Payment Details	
Bank Name SBIN	Date 29/08/2022
Bank CIN 10004152022062904707	REF No. 22415A179703
This is computer generated receipt, hence no signature is required.	



CHALLAN  
MTR Form Number-6



GRN	MR007L5510002723E	BARCODE	[Barcode]		Date	29/08/2022 12:01:35	Form ID	1001
Department				Payer Details				
Type of Payment: <b>करल - 9</b> Registration Fee 9/11/2023 2023				TAX ID / TAN (If Any) PAN No. (If Applicable): AAETH1094A Full Name: HIRAJESHA SATHAN BURLICRE (P) DEVELOPERS				
Year: 2022-2023 (New Term)				Flat/Block No.: E WING 1ST FLR SKYVIEW Premises/Bldg: Road/Street: MOHEL P DALITY IND NEHRU NAGAR KERALA Area/Locality: MALABU Town/City/District: PIN:				
Accounts Head Details		Amount in Rs.		Remarks (If Any)				
0030045801 Stamp Duty		900.00		PANC: A27135258K - Second Party Form - MTR Form 6 (New Term) Amount in Words: <b>करल - 3</b> 900.00				
0030063301 Registration Fee		100.00		Total: 1000.00				
Payment Details				FOR USE IN RECEIVING BANK				
Cheque/DD Details				Bank Ctr: Filr No: 02700410202082940144 302208010906777 Bank Code: BRB Date: 29/08/2022 12:04:29 Not Verified with BRB Bank/Branch: INDIAN OVERSEAS BANK Serial No.: Date: Not Verified with Serial				



Department ID: [Blank] MTR No: 9881840200  
 NOTE: This Challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistration document.  
 മി. 45-11-2023 2023

Sl. No.	Remarks	Defacement No.	Defacement Date	User ID	Defacement Amount
1	45-11-2023 2023	0003496475202723	29/08/2022 12:28:44	IGR108	100.00

QTN	MR00700550210220E	Amount : 600.00	Bank : INDIAN OVERSEAS BANK	Date : 29/08/2025-13-01-25
2	002-000 10432	0002989471200223	29/08/2022-13-27-44	IGN138
Total Disbursement Amount				600.00

करल - १  
 १५५३० EC ११५  
 २०२३

करल - ३  
 १५०३३ ० १५  
 २०२२





करल - ३		
१५१३३	९	१५
२०२२		

करल - १		
१०५३०	२२	११५
२०२३		



**POWER OF ATTORNEY**

TO ALL to whom this presents shall come, We, (1) MR. DASMUKH R. HIRANI and (2) MR. DINESH B. SAVANT are Partners of M/S. HIRANIMANTHAN BUILDERS & DEVELOPERS, a Partnership Firm, registered under the provisions of Indian Partnership Act, 1932 and having their office at Skyview CHSL, Building No 146,147,149, CTS 6(pt), Nehru Nagar, Kurla East, Mumbai 400024,

SEND GREETINGS:

WHEREAS:

करल - 3	
२१/०५	६-५
२०२२	

For registration of Development Agreements, Conveyances, Agreement for Sale, Sale Deed, Lease Deed, Transfer Deed, Deed of Confirmation, Leave and License Agreement, Undertaking, Deed of Cancellation, Deed of Rectification, Declarations, Indemnity Bonds, Affidavits, Applications and all other deeds and documents in respect of the above said firm., on behalf of us and in our individual capacity (hereinafter referred to as the "said documents").

The said documents required to be lodged for registration in the office of Registrar/Sub-Registrar, which are executed by us. We are unable to appear before sub Registrar of Assurances in respect of the said documents of the aforesaid firm as well as personal capacity.

करल - १		
१०/३०	१००	११५
२०२३		

We therefore, desirous of appointing MR. MITESH G. GAWATHE having address at B/207, Hinal Heritage, S.V.P. Road, Borivali (West), Mumbai - 400 092, as our attorney to attend the any office of the Registrar / Sub Registrar Mumbai, Mumbai suburban and other Districts in Maharashtra for registering the documents on our behalf and for which the said attorney has agreed to do. The said Power would be valid only for a period of One Year from date of this execution.



**NOW KNOW YOU ALL AND THESE PRESENTS WITNESS:**

That we are unable to appear before the Sub-Registrar for registration in respect of the Attorney of said firm as well as in our personal capacity so we hereby nominate,

*Handwritten mark*



*Handwritten signature*

करल - ३		
३५४३३	७	३५
२०२२		

constitute and appoint MR. MITESH G. GAWATHE to be our true and lawful attorney for the purpose expressed that is to say:

To present and lodge in the any office of the Registrar / Sub Registrar of Assurances at Mumbai and other District in Maharashtra, and to register the said Documents i.e. Development Agreements, Conveyances, Agreement for Sale, Sale Lease Deed, Transfer Deed, Deed of Confirmation, Leave and License

करल - १		
३५४३०	१०१	३१५
२०२३		

Agreement, Undertaking, Deed of Cancellation, Deed of Rectification, Declarations, Indemnity Bonds, Affidavits, Applications and all other deeds and documents of the above said firm., on behalf of us as well as partner of the firm. to do all acts and things necessary for effectively registering the documents, which will be executed by us.



1. AND WE DO HEREBY agree that the above power will be valid for a period of One Year from the date of execution.

2. AND WE DO HEREBY agree to rectify and confirm all and whatever my said attorney shall or purpose to do or cause to be done by virtue of these presents.

*Handwritten mark*

*Handwritten signature*



करल		
98430	4	994
2022		

IN WITNESS we have put our hand on this 29<sup>th</sup> day of AUGUST 2022.

SIGNED, SEALED AND DELIVERED

By the within named "EXECUTANT"

M/s. Hiranimanthan Builders & Developers

Through hands of SHRI DINESH B. SAVANT )

OR SHRI HASMUKH R. HIRANI )

करल - 9		
98430	402	994
2023		



*(Signature)*

Signature and Thumb Impression

In the presence of

- (Signature)*
- (Signature)*

SPECIMEN SIGNATURE OF DULY )

CONSTITUTED ATTORNEY i.e. )



*(Signature)*



Signature and Thumb Impression

MR. MITESH G. GAWATHE

In the presence of

- (Signature)*
- (Signature)*





Provider of Service

स्वच्छाग्रह



adani Electricity

BILL OF SUPPLY RESIDENTIAL

HARIS BHAKTHAN BUILDERS & DEVELOPERS

Address: ...

19122 We're listening

Customer Care Center

0000

करल = 9	
१४५३०	१०३ ११५
२०२३	19306532

BRN# ... Bill Date: 11 Jul 2022 ... Type of Supply

YOUR CURRENT CONSUMPTION ... Estimated Date

TOTAL

करल = 3
१५५३३
२०२२

TRACK YOUR CONSUMPTION (UNITS)

IMPORTANT MESSAGE



11102051321000760600 10920220007637000007685014080022

THE SUB-REGISTRAR, KURAT

**करल - ३**  
 ११३३ १० ३१  
 २०२२

**HOW YOUR BILL WAS CALCULATED**

Description	Rate	Amount
Electric Energy (Household)		805.00
Fixed Charge		805.00
Power loss charge		0.00
Regulatory asset charges (RAC)		0.00
Energy Charge		805.00
Fixed Asset Charge (FAC)		0.00
Customer Responsibility Charge		0.00
Minimum - Best rate amount of electricity		0.00
Current - 10% of amount due		0.00
Other		0.00
Subsidy Payment Charge (on amount due) - 10%		0.00
Payment Discount		0.00
Other		0.00
Net Under Charges and Other		0.00
Current Month Charge (KWh)		805.00
Energy Charge (KWh)		805.00
Payment Discount (KWh)		0.00
Other		0.00
Net amount due (KWh)		805.00
Other		0.00
Net amount due (KWh)		805.00

**GO PAPERLESS TO PAY LESS**



GO PAPERLESS TO PAY LESS

**करल - १**  
 ११३३ १० ११५  
 २०२३

**ROUND SUM**  
 75060.00



**KEEP A WATCH TO MANAGE YOUR ENERGY CONSUMPTION**

Category	Consumption	Rate	Amount
Electricity	805	2.25	1811.25
Water	100	1.00	100.00
Gas	100	1.00	100.00
Other	100	1.00	100.00
<b>Total</b>	<b>1105</b>	<b>5.25</b>	<b>5811.25</b>



**PLEASE REMEMBER**

• Please keep your electricity meter in a safe place and do not tamper with it. If you find any problem, please contact the electricity department immediately.

• Please use electricity safely and do not overuse it. Please use energy-saving devices and turn off the lights and fans when you are not in the room.

• Please use electricity safely and do not overuse it. Please use energy-saving devices and turn off the lights and fans when you are not in the room.

**ENERGY CONSERVATION TIPS**

• Use energy-saving devices like CFL bulbs, LED lights, and energy-efficient appliances.

• Turn off the lights and fans when you are not in the room.

• Use energy-saving devices like CFL bulbs, LED lights, and energy-efficient appliances.

**PLEASE REMEMBER**

• Please keep your electricity meter in a safe place and do not tamper with it. If you find any problem, please contact the electricity department immediately.

• Please use electricity safely and do not overuse it. Please use energy-saving devices and turn off the lights and fans when you are not in the room.

• Please use electricity safely and do not overuse it. Please use energy-saving devices and turn off the lights and fans when you are not in the room.



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

HIRANI MANTHAN BUILDERS AND DEVELOPERS

140472005  
Permanent Account Number

करल - 3

34739 79 94

2022

करल = 19

AAUPR2PBA

93730

904 994

2023

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

DINESH BABA SAVANT

BABA JAGANNATH

11/1976  
Permanent Account Number

BAQPS54N



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत  
GOVT.



स्थायी लेखा सेवा कार्ड  
Permanent Account Number Card  
AIZPG5258K

नाम / Name  
DINESH GANPAT GAWATHE

पिता का नाम / Father's Name  
GANPAT VITHOBA GAWATHE

जन्म की तारीख /  
Date of Birth  
29/03/1980

हस्ताक्षर / Signature



w-0

आयकर विभाग  
INCOME TAX DEPARTMENT  
भारत सरकार  
GOVT OF INDIA

APPL SADASHIV RAMS  
SADASHIV RAMCHANDR RAMS  
22/05/1963  
PAN/INCOME TAX/REGISTRATION NUMBER  
AWBPR647DJ



Signature

करल - ३  
५५३३ १२/१५  
२०२२

करल - १  
१५/३० १०२ ११५  
२०२३

w-0



सुब-रजिस्ट्रार कार्यालय  
GOVERNMENT OF INDIA

सुब-रजिस्ट्रार कार्यालय  
Sub-Registrar Office  
सुब-रजिस्ट्रार कार्यालय  
Sub-Registrar Office  
सुब-रजिस्ट्रार कार्यालय  
Sub-Registrar Office

4128 0699 3124

नाथार - आम आदमी का अधिकार

Handwritten mark





करल - ३  
 १५४३३ ७३ १५  
 २०२२



**D H C**  
 Document Handling Charges  
 Inspector General of Registration & Stamps

**Receipt of Document Handling Charges**

PRN: 2908202205062

Receipt Date: 29/08/2022

करल - १  
 १५३० १०५ ११५  
 २०२२

from M S HIRANIMANTHAN BUILDERS AND DEVELOPERS CHE  
 RAJENDRAN PRAKASH SAHAYAN, Mobile number 9004675937, an amount of  
 ₹ 300/- as Document Handling Charges for the Document to be registered on  
 Document No. 154/3 dated 29/08/2022 at the Sub Registrar office, Irri, S.R. Kuria 3  
 of the District Municipal Sub-urban District.

DEFACED  
 ₹ 300  
 DEFACED

**Payment Details**

Bank Name: SBIN

Payment Date: 29/08/2022

Bank Code: 222082904707

REF No.: 224154179763

Deface Date: 29/08/2022



Computer generated receipt, hence no signature is required

390/15433  
मासवार 29 अगस्त 2022 3:29 म न

बाल गोपबारा भाग-1

करल-9

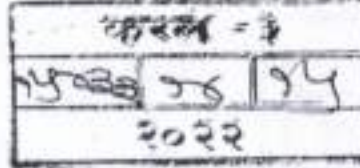
करल-9  
करल-9

करल-9/15433/2022

करल-9/15433/2022

करल-9/15433/2022

करल-9/15433/2022



करल-9/15433/2022

करल-9/15433/2022

करल-9/15433/2022

करल-9/15433/2022

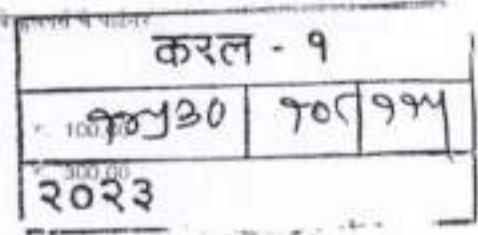
करल-9/15433/2022

करल-9/15433/2022

करल-9/15433/2022

करल-9/15433/2022

करल-9/15433/2022



करल-9/15433/2022

करल-9/15433/2022

करल-9/15433/2022

करल-9/15433/2022

करल-9/15433/2022

करल-9/15433/2022

करल-9/15433/2022

करल-9/15433/2022

करल-9/15433/2022



करल-9/15433/2022



करल-9/15433/2022

करल-9/15433/2022

करल-9/15433/2022

करल-9/15433/2022

करल-9/15433/2022

करल-9/15433/2022

करल-9/15433/2022

करल-9/15433/2022

Summary-2

09:35:30 21.03.2022

09:35:30 21.03.2022  
2022-23

दस्तावेज संख्या-2

1713  
दस्तावेज संख्या 154132022

करल - १	
१५७०	१०९११५
२०२३	

प्राप्तकर्ता का नाम  
प्राप्तकर्ता का पता  
प्राप्तकर्ता का मोबाइल नंबर  
प्राप्तकर्ता का ईमेल आइडी

प्राप्तकर्ता	जमाकर्ता

दस्तावेज संख्या  
दस्तावेज संख्या  
दस्तावेज संख्या  
दस्तावेज संख्या

दस्तावेज संख्या  
दस्तावेज संख्या  
दस्तावेज संख्या



प्राप्तकर्ता	जमाकर्ता

21.03.2022 03:26:05 PM

सह. दुय्यम निबंधक  
कुर्ली-३, (वर्ग-२)

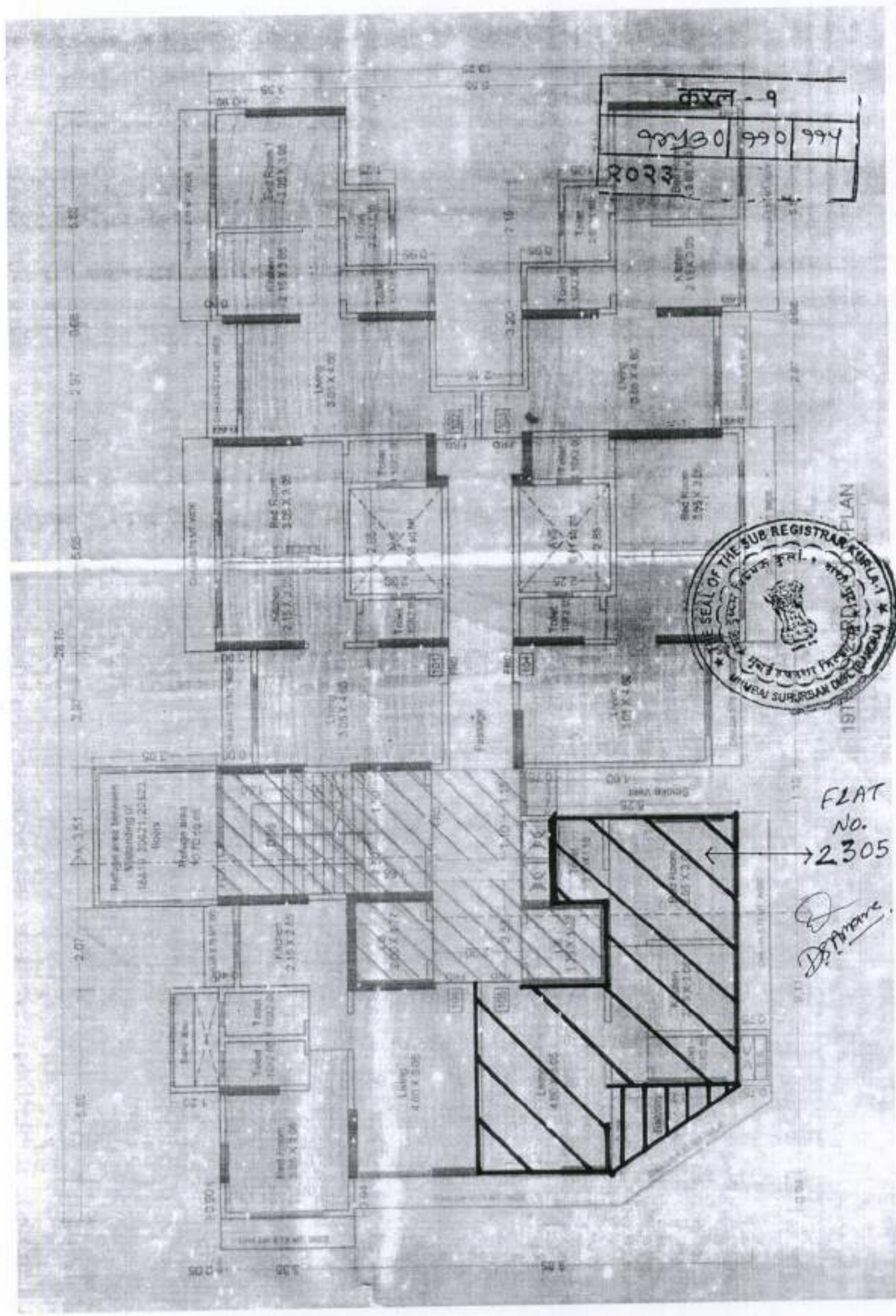
करल - ३	
१५७३	१५१५
२०२२	

Sl	Particulars	Type	Verification by Vendor	GRN/License	Amount	Unit	Invoice Number	Expiry Date
1	MEMBERSHIP FEE FOR WELFARE AND CHARITABLE PURPOSES	Welfare	027004157022082700144	MY8017325-10002223E	500.00	RS	8003499475200223	29/09/2027
2	MEMBERSHIP FEE FOR CHARITABLE PURPOSES	Welfare	29062022060092	29062022060092	300	RS	29062022060092	29/09/2022
3	MEMBERSHIP FEE FOR CHARITABLE PURPOSES	Welfare	894007020070012223E	894007020070012223E	100	RS	8953499475200223	29/09/2027



प्रमाणित करणाल येते की या दस्तावेजे  
दिनांक १५/०३/२०२२  
पुस्तक क्रमांक-१/करल-३/१५१५/२०२२  
कुर्ली-३, मुंबई  
दिनांक २६/३/२०२२

एच.के.देवे  
सह दुय्यम निबंधक कुर्ली - ३  
मुंबई उपनगर जिल्हा.



करल - 9		
99130	990	994
2023		



FLAT  
No.  
→ 2305

*D. P. Sharma*

FORM II (PROFORMA B)

CONTENTS OF SHEETS

18TH TO 23RD FLOOR PLAN WITH BUA CAL. TERRACE FLOOR PLAN  
RERA CARPET AREA STATEMENT, SECTION A-A, C-C, D-D & E-E

करल - १		
११५३०	१११	११५
२०२३		

Approved subject to conditions mentioned in this office Letter No. 9/405  
24 FEB 2020  
Sr. Eng. [Signature]  
Maharashtra Building Regulatory Authority



This cancels Approval to the Building Plans Sanctioned under no. 102400A-9/405/2019 dated 13-11-2019

1. ALL DIMENSIONS ARE IN METRES.
2. SCALE USE
3. FLOOR PLAN: 1:100
4. BLOCK PLAN: 1:500
5. LOCATION PLAN: 1:4000
6. THE PLANS ARE PROPOSED AS PER PROVISION OF COBR 2014 AND AS PER THE PREVALENT REGULATION AND CIRCULAR ISSUED BY MCGM A-40 MUMBAI TIME TO TIME.
7. GUIDELINES ISSUED IN COB FOLLOWED.
8. THE ARITHMETIC CALCULATIONS CHECKED BY ME AND ARE FOUND CORRECT.

DESCRIPTION OF PROPOSAL AND PROPERTY

PROPOSED REDEVELOPMENT OF BUILDING NO. 90 ON PLOT BEARING C.T.S. NO 358(PT). OF VILLAGE HARIYALI, KANNAMWAR NAGAR, VIKHROLI (EAST) MUMBAI

SIGN. & NAME OF OWNER

M/S. HIRANIMANTHAN BUILDERS & DEVELOPERS C.A. TO  
KANNAMWAR NAGAR "SHANTI DHAM CHS." LTD

[Signature]

CB NO.	DRG NO.	SCALE	CHK. BY	DRN. BY	REV.	DESCRIPTION	DATE	SIGN.
		AS SHOWN	SACHIN	ATUL				

SIGNATURE

NAME AND ADDRESS OF ARCHITECT

[Signature]

INNOVATIONS

ARCHITECTS & ENGINEERS

X. R. TOTLEKAR

ARCHITECT  
CA/86/9576

209, VEENA INDUSTRIAL ESTATE  
L.B.S. ROAD, VIKHROLI (W), MUMBAI - 400



करल - १	
१०५९०	११२११५
२०२३	



करल - १		
१०५३०	११३	११५
२०२३		

**आयकर विभाग**  
**INCOME TAX DEPARTMENT**



**भारत सरकार**  
**GOVT. OF INDIA**

**HIRANI MANTHAN BUILDERS AND DEVELOPERS**

14/04/2005  
 Permanent Account Number

**AAEFH2784A**



080420016



**आयकर विभाग**  
**INCOME TAX DEPARTMENT**



**भारत सरकार**  
**GOVT. OF INDIA**

**DURVAS SHRIDHAR AMARE**  
**SHRIDHAR AMARE**

25/01/1980  
 Permanent Account Number

**AHGPA2985F**

*D. Amare*  
 Signature




7/21/2023

389/14530

शुक्रवार, 21 जुलै 2023 4:08 म.नं.

दस्त गोपबारा भाग-1

करल 1

दस्त क्रमांक: 14530/2023

दस्त क्रमांक: करल 1 /14530/2023

बाजार मूल्य: रु. 73,11,758/-

मोबदला: रु. 75,80,000/-

भरलेले मुद्रांक शुल्क: रु.4,54,800/-

डु. नि. सह. डु. नि. करल 1 मॉन्टे कार्यालयात  
 प्र. क्रं. 14530 वर दि.21-07-2023  
 रोजी 4:07 म.नं. बा. हजर केला.

पावणी: 16248

घाबती दिनांक: 21/07/2023

सादरकरणाचे नाव: दुर्वास धीधर अमरे

नोदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2300.00

पुटांची संख्या: 115

एकूण: 32300.00

दस्त हजर करणाऱ्याची सही:

सह. दुय्यम निबंधक  
 कुर्ला-१ (वर्ग-२)

सह. दुय्यम निबंधक  
 कुर्ला-१ (वर्ग-२)

दस्ताचा प्रकार: अॅप्रीमेंट टू सेल

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थानगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (वोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का क्रं. 1 21 / 07 / 2023 04 : 07 : 27 PM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 21 / 07 / 2023 04 : 09 : 04 PM ची वेळ: (फी)

करल - १		
१२५३०	११२	११५
२०२३		





Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	HIRANIMANTHAN BUILDERS AND DEVELOPERS	eChallan	02700452023071750404	MH005321639202324E	454800.00	SD	0002857118202324	21/07/2023
2		DHC		2107202305839	300	RF	2107202305839D	21/07/2023
3		DHC		2107202305236	2000	RF	2107202305236D	21/07/2023
4	HIRANIMANTHAN BUILDERS AND DEVELOPERS	eChallan		MH005321639202324E	30000	RF	0002857118202324	21/07/2023

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



खरी प्रत

*(Signature)*

सह. दुय्यम निबंधक, कुर्ला-१  
मुंबई उपनगर जिल्हा.