

70/8059

पावती

Original/Duplicate

Friday, July 14, 2023

नोंदणी क्र. 39म

6 47 PM

Regn. 39M

पावती क्र. 10286 दिनांक 14/07/2023

गात्राचे नाव गंधारे

दम्नगेत्रजाचा अनुक्रमांक. कलम1-8059-2023

दम्नगेत्रजाचा प्रकार करारनामा

मादर करगान्याचे नाव रजनी राजेश भरतिया

नोंदणी फी

₹ 30000 00

दम्न हाताळणी फी

₹ 2240 00

पृष्ठाची मंख्या 112

एकूण

₹ 32240.00

आपणाम मूळ दम्न, थवनेल प्रिंट, नूची-२ अदाजे  
7:06 PM ह्या वेळेस मिळेल.

*CRG*  
Sub Registrar, Kalyan, 1  
सह. मुख्य निबंधक वग २  
कल्याण क्र. १

वाजार मूल्य ₹ 5877000 /-

मोवदला ₹. 10160160/-

भरलेले मुद्रांक शुल्क ₹ 711300/-

1) देयकाचा प्रकार DHC रकम ₹ 240/-

डीडी/धनादेश/पि ऑर्डर क्रमांक 1407202304793 दिनांक 14/07/2023

विकेचे नाव व पत्ता

2) देयकाचा प्रकार DHC रकम ₹.2000/-

डीडी/धनादेश/पि ऑर्डर क्रमांक 1407202303326 दिनांक: 14/07/2023

विकेचे नाव व पत्ता

3) देयकाचा प्रकार: eChallan रकम ₹ 30000/-

डीडी/धनादेश/पि ऑर्डर क्रमांक: MH005100200202324E दिनांक 14/07/2023

विकेचे नाव व पत्ता

*रजनी भरतिया*

मुळ दस्तऐवज परत मिळाला.



14/7/2023

सूची क्र.2

दुय्यम निबंधक दु नि कल्याण 1

दस्त क्रमांक 8059/2023

नोदणी

Regn 63m

गावाचे नाव . गंधारे

(1) विलेखाचा प्रकार	करारनामा
(2) नोददला	10160160
(3) बाजारभाव(भाडेपट्ट्याच्या वा तितपट्टाकार आकारणी देतो की पट्टेदार ते नुद करावे)	5877000
(4) भू-मापन,पोटहिस्सा व घरक्रमांक (अ न्याय)	1) पालिकेचे नाव-कल्याण-डोंबिवली इतर वर्णन , इतर माहिती मोजे गंधारे,तासुका कल्याण,जिल्हा ठाणे,येथील सर्वे न 62 पैकी 15/6 पैकी,17/3,18/2-बी,23/2 पैकी,23/2पैकी,14/3,17/2/6,9/4/2,62/1,15/6/1,9/5/1,9/5/2,15/5/23/1 यावरील बायलेले मोटम अल्टेझा मधील सी विंग,क्रेस्ट,विल्डिंग न 3,नदनिका न 403,चीथा मजला,क्षे. 67 12 ची मी कारपोट (( Survey Number 62p, 15/6p, 17/3, 18/2-B, 23/2P, 23/2P, 14/3, 17/2/6, 9/4/2 62/1, 15/6/1 9/5/1, 9/5/2, 15/5, 23/1 , ))
(5) क्षत्रफळ	1) 67 12 चौ मीटर
(6) श्रमागणी किंवा जुळी देण्यात असेल तेव्हा	
(7) दस्तावेज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1) नाव:-मे मोहन लार्डफ्लेसेस एल.एल पी तर्फे स्वाक्षारी कर्ता श्री. राजेश शी. किशीभसिंधानी यांचे तर्फे कुलमुख्यारधारक श्री. निशिन हस्मानंद माखिजा वय -41, पत्ता -प्लॉट नं जी-1, माळा न तळ मजना, इमारतीचे नाव मोहन प्लाजा, ब्लॉक न: मोहन प्राईड जवळ , रोड न: बायले नगर कल्याण , महाराष्ट्र, ठाणे. पिन कोड -421301 पॅन न -AASF8768R
(8) दस्तावेज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आ.श असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-रजनी राजेश भरतिया वय-56; पत्ता -प्लॉट नं 101, माळा न. - इमारतीचे नाव विल्डिंग न 1, वर्धमान पार्क , ब्लॉक न. मोहाने रोड, रोड न- शहाड कल्याण , महाराष्ट्र, ठाणे पिन कोड-421103 पॅन नं:-BCUPB8355G 2) नाव:-पार्थ राजेश भरतिया वय-33, पत्ता:-प्लॉट नं 101, माळा न: - इमारतीचे नाव. विल्डिंग न. 1, वर्धमान पार्क , ब्लॉक न: मोहाने रोड, रोड न शहाड कल्याण , महाराष्ट्र, ठाणे पिन कोड-421103 पॅन न:-BCUPB8354H
(9) दस्तावेज करून दिल्याचा दिनांक	14/07/2023
(10)दस्त नोदणी केल्याचा दिनांक	14/07/2023
(1) अनुक्रमांक,खड व पृष्ठ	8059/2023
(1) बाजारभावाप्रमाणे मुद्राक शुल्क	711300
(1) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(1) भोरा	

सह. दुय्यम निबंधक वग २  
कल्याण क्र. १

सु-धाकनासाठी विचारात घेतलेला तपशील.-.

मुद्रा क शुल्क आकारताना निवडलेला अ-व्हेद

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

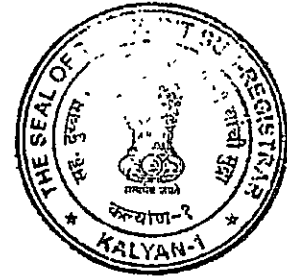


~~Coye / 2023  
9866123~~

मूल्यांकन पत्रक ( शहरां क्षेत्र - बांधांव )					
Valuation ID	202307147286				14 July 2023,03:53:50 PM
मूल्यांकनाचे वर्ष	2023				
जिल्हा	ठाणे				
मूल्य विभाग	तातुका कल्याण				
उप मूल्य विभाग	20/67-विभाग 8क गाथारे गावातील उर्वरित मिळकती				
क्षेत्राचे नांव	Kalyan/Dombivli Municipal Corporation		सर्व्हे नंबर /न भू क्रमांक	सर्व्हे नंबर#62	
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.	खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक
	24000	75800	87100	95000	87100
मोजमापनाचे एकक	चौ मीटर				
बांधांव क्षेत्राची माहिती	वांधकाम क्षेत्र(Built Up)-	73 832चौ मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-
वांधकामाचे वर्गीकरण-	1-आर सी सी	आहे	मिळकतीचे वय -	0 TO 2वर्षे	वांधकामाचा दर-
उद्दवाहन सुविधा -	आहे		मजला -	1st To 4th Floor	कार्पेट क्षेत्र-
					बांधांव
					Rs 26620/-
					67.12चौ मीटर
Sale Type - First Sale					
Sale/Resale of built up Property constructed after circular dt.02/01/2018					
मजला निहाय घट/वाढ	= 100 / 100 Apply to Rate= Rs 75800/-				
घसा-यानुसार मिळकतीचा प्रति चौ मीटर मूल्यदर	= ((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * घसा-यानुसार टक्केवारी) + खुल्या जमिनीचा दर ) = ( ( 75800-24000 ) * ( 100 / 100 ) ) + 24000 ) = Rs 75800/-				
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र = 75800 * 73 832 = Rs 5596465 6/-				
Applicable Rules	= 3, 9, 18, 19				
एकत्रित अंतिम मूल्य	= मुख्य मिळकतीचे मूल्य - तळघराचे मूल्य + भोरेनाईन गजला क्षेत्र मूल्य + लगतच्या गल्लीचे मूल्य (खुली वात्कनी) + वरील गल्लीचे मूल्य + वंदित वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य - इमारती भोवतीच्या खुल्या जागेचे मूल्य + वंदित वात्कनी + खंयचिल्ले वाहनातळ = A + B + C + D - E + F + G + H + I - J = 5596465 6 + 0 - 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 = Rs 5596466/- = र पचासत्र लाख सहास्रणव हजार चार शो सहास्रह /-				

Home Print

कलम-१	
दस्त क्र. 604e	२०२३
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CHALLAN  
MTR Form Number-6

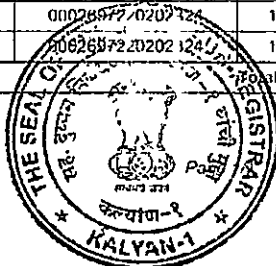


GRN	MH00 100200202324E	BARCODE	[Barcode]		Date	12/07/2023-20 17 19	Form ID	2.2
Department					Payer Details			
Type of Payment					TAX ID / TAN (If Any)			
Office Name					Full Name	MRS RAJANI RAJESH BHARTIA		
Location					Flat/Block No	FLAT NO 403 4TH FLOOR CREST		
Year					Premises/Building	MOHAN ALTEZZA GANDHARE		
Account Head Details					Amount In Rs	Remarks (If Any)		
C030046401					711000.00	SerondPartyName=NIL-		
C030063301					30000.00			
Total					741000.00	Amount In Words		
						Seven Lakh Forty One Thousand Three Hundred Rupees Only		
Payment Details					FOR USE IN RECEIVING BANK			
Cheque-DD Details					Bank CIN	Ref No	69103332023071310138	
Cheque/DD No					Bank Date	RBI Date	12/07/2023-20 18 41	Not Verified with RBI
Name of Bank					Bank-Branch		IDBI BANK	
Name of Branch					Scroll No	Date	100, 14/07/2023	

Department ID: [ID] Mobile No: 9429770300

कलन-१  
इस क्र. ८०५९ / २०२३  
९ / ९९२

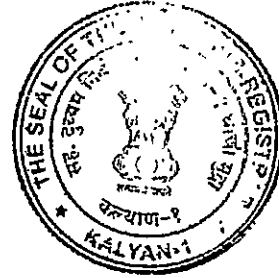
Sr No	Remarks	Defacement No	Defacement Date	Userld	Defacement Amount
1	(IS) 70 8053	00026577/0202324	14/07/2023-18 47 21	IGR124	30000.00
2	(IS) 71 8059	00626572/0202324	14/07/2023-18 47 21	IGR124	711300.00
Total Defacement Amount					741,300.00



Print Date 14-07-2023 08 33 50

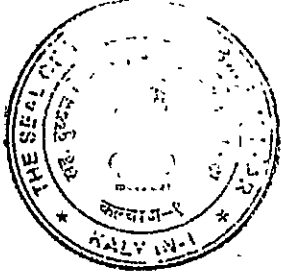
Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 1407202303326	Date 14/07/2023
Received from SRO KALYAN, Mobile number 9529770300, an amount of Rs 2000/-, towards Document Handling Charges for the Document to be registered(ISARITA) in the Sub Registrar office S R. Kalyan 1 of the District Thane	
Payment Details	
Bank Name IBKL	Date 14/07/2023
Bank CIN 10004152023071403108	REF No. 2845984476
This is computer generated receipt, hence no signature is required.	

कल्याण-१	
दस्ता क्र. COYE	२०२३
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Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 1407202304793	Date 14/07/2023
Received from SRO KALYAN, Mobile number 9529770300, an amount of Rs.240/-, towards Document Handling Charges for the Document to be registered(SARITA) in the Sub Registrar office S.R. Kalyan 1 of the District Thane.	
Payment Details	
Bank Name IBKL	Date 14/07/2023
Bank CIN 10004152023071404475	REF No. 2846000766
This is computer generated receipt, hence no signature is required.	

कलन-१	
दस्ता क्र.	COYE 1023
५	११२







D . H . C .

Receipt of Document Handling Charges

PRN 1407202304793

Receipt Date 14/07/2023

Received from SRO KALYAN, Mobile number 9529770300, an amount of Rs.240/-, towards Document Handling Charges for the Document to be registered on Document No. 8059 dated 14/07/2023 at the Sub Registrar office S.R Kalyan 1 of the District Thane

240

Payment Details

Bank Name IBKL

Payment Date 14/07/2023

Bank CIN 10004152023071404475

REF No. 2846000766

Deface No 1407202304793D

Deface Date 14/07/2023

This is computer generated receipt, hence no signature is required

कलन-१

दस्त क्र. ८०५९ २०२३

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### Receipt of Document Handling Charges

PRN 1407202303326 Receipt Date 14/07/2023

Received from SRO KALYAN, Mobile number 9529770300, an amount of Rs 2000/-, towards Document Handling Charges for the Document to be registered on Document No 8059 dated 14/07/2023 at the Sub Registrar office S.R. Kalyan 1 of the District Thane

2000

### Payment Details

Bank Name IBKL	Payment Date 14/07/2023
Bank CIN 10004152023071403108	REF No. 2845984476
Deface No 1407202303326D	Deface Date 14/07/2023

This is computer generated receipt hence no signature is required

काल्यान-१	
दस्त क्र. ८०५२	२०२३
७	९९२





### Receipt of Document Handling Charges

PRN 1407202304793 Receipt Date 14/07/2023

Received from SRO KALYAN, Mobile number 9529770300, an amount of Rs 240/-, towards Document Handling Charges for the Document to be registered on Document No. 8059 dated 14/07/2023 at the Sub Registrar office S R. Kalyan 1 of the District Thane

240

### Payment Details

Bank Name IBKL	Payment Date 14/07/2023
Bank CIN 10004152023071404475	REF No. 2846000766
Deface No 1407202304793D	Deface Date 14/07/2023

This is computer generated receipt hence no signature is required

कलान-१	
दस्ता क्र. C84E	2023
<	992.



कलन-१	
दल क्र.	२०२३
e	११२



Ward No. :  
Village : Gandhare  
Flat area : 67.12 sq.mts. carpet  
Actual Value : Rs. 1,01,60,160/-  
Market Value : Rs. 58,77,000/-  
Pan No. :

**AGREEMENT FOR SALE**

THIS AGREEMENT MADE AT KALYAN

ON THIS 14<sup>th</sup> DAY OF JULY 2023

**BETWEEN**

M/s. **Mohan Lifespaces LLP**, a Limited Liability Partnership firm, registered under Limited Liability Partnership Act, 2008, having its office at - G-1, Ground Floor, Mohan Plaza, Near Mohan Pride, Wayale Nagar, Kalyan (West), District Thane through its partner **PAN No. AASFMS768R** hereinafter called and referred to as the **Promoter** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Partners constituting the said firm for the time being, their heirs, legal representatives, executors and administrators) being the Party of the First Part;

A N D

**Mrs. Rajani Rajesh Bhartia** aged about **56**, occupation **Housewife** having **PAN No. BCUPB8355G** & **Mr. Parth Rajesh Bhartia** aged about **33**, occupation **Service** having **PAN No. BCUPB8354H**, both residing **101, Building No. 01, Vardhman Park, Mohane Road, Opp. Bank of India, Shahad West Dist Thane 421103** hereinafter called and referred to as the **Purchaser** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her heirs, executors, administrators and assigns) being the Party of the Second Part;

**WHEREAS** Shri Tukaram Sukrya Patil and Others are the owners of all those pieces and parcels of land lying, being and situate at village Gandhare, Taluka Kalyan, Dist Thane within the limits of Kalyan Dombivli Municipal Corporation bearing:

सर्वेचक्र नं.	सर्वेचक्र नं.	Survey No.	Hissa No.	Area sq. mts
		62	Part	520
रस.क्र. ८०५८	२०२३	15	6 Part	740
		17	3	3790
		18	2-B	3140
१०	९९२	23	2 Part	6900
		23	2 Part	6800
		14	3	1200
<b>Total →</b>				<b>23090</b>

hereinafter called and referred to as the **Property No. I**

**WHEREAS** Shri Tukaram Sukrya Patil and Others by and under the agreement dated 06.12.2006 agreed to grant the said property along with its development rights to M/s. Mahaveer Traders, Shri Bhanubhai Ravji Talaviya and Shri Ramji Govardhan Savalia at and for the price / consideration and on the terms and conditions therein contained and in pursuance thereof have also granted the Power of Attorney on 06.12.2006 in favour of the said M/s. Mahaveer Traders M/s. Mahaveer Traders, Shri Bhanubhai Ravji Talaviya and Shri Ramji Govardhan Savalia and the said agreement and power of attorney are registered at the office of Sub-Registrar of Assurances at Kalyan - 2 under serial No. 7825/2006 and 299/2006 respectively.

**AND WHEREAS** by and under Agreement dated 15.04.2011 registered at the office of Sub-Registrar of Assurances at Kalyan -2 under serial No. 3790/ 2011 made and executed between Shri Tukaram Sukrya Patil and Others as the Owners, M/s. Mahaveer Traders, Shri Bhanubhai Ravji Talaviya and Shri Ramji Govardhan Savaliya as the Assignors and M/s. Mohan Lifespaces LLP viz. the Promoter herein as Assignee, the Promoter herein acquired the **Property No. I** for development and in pursuance thereof, a Power of Attorney is also executed on 15.04.2011 by the above persons in favour of the Promoter and the same is also registered at the office of Sub-Registrar of Assurances at Kalyan -2 under serial No. 121/2011.

**AND WHEREAS** Shri Bachhuram Ganpat Karbhari and Others are the Owners of all those pieces and parcels of land lying, being and situate at village Gandhare, Taluka Kalyan, Dist Thane within the limits of Kalyan Dombivli Municipal

राजनीश्वरभाय

P.R. Chavhan

Rajani

Corporation bearing:

Survey No.	Hissa No.	Area sq. mts
17	2/6	7640
9	4/2	6700

hereinafter called and referred to as the **Property No. II.**

**WHEREAS** Shri Bachhuram Ganpat Karbhari and Others by and under the agreement dated 31.12.2007 agreed to grant the said property along with its development rights to M/s. Jay Khodiyar Enterprises and Shri Rajesh Omprakash Gupta at and for the price / consideration and on the terms and conditions therein contained and in pursuance thereof have also granted the Power of Attorney on 31.12.2007 in favour of the said M/s. Jay Khodiyar Enterprises and Shri Rajesh Omprakash Gupta and the said agreement and power of attorney are registered at the office of Sub-Registrar of Assurances at Kalyan - 1 under serial No. 510/2008 and 68/2008 respectively.

**AND WHEREAS** by and under Agreement dated 15.04.2011 registered at the office of Sub-Registrar of Assurances at Kalyan - 2 under serial No. 3789/2011 made and executed between Shri Bachhuram Ganpat Karbhari and Others as the Owners, M/s. Jay Khodiyar Enterprises and Shri Rajesh Omprakash Gupta as the Assignors and M/s. Mohan Lifespaces LLP viz. the Promoter herein as Assignee, the Promoter herein acquired the **Property No. II** for development and in pursuance thereof, a Power of Attorney is also executed by the above persons in favour of the Promoter and the same is also registered at the office of Sub-Registrar of Assurances at Kalyan -2 under serial No. 122/2011.

**AND WHEREAS** Smt. Shamibai Vishnu Mhatre and Others are the Owners of all those pieces and parcels of land lying, being and situate at village Gandhare, Taluka Kalyan, Dist Thane within the limits of Kalyan Dombivli Municipal Corporation bearing:

Survey No.	Hissa No.	Area sq. mts
62	1	5200
15	6/1	760
9	5/1	2450

hereinafter called and referred to as the **Property No. III**

**AND WHEREAS** Smt. Shamibai Vishnu Mhatre and Others as Owners, Shri Laxman Kalu Patil and Others as First Confirming and M/s. Bhanu Corporation as the Second Confirming Party and Shri Chandrakant Shivrao Aher and Others as Third Confirming Party by and under Development Agreement dated 16.06.2005 registered at the office of Sub-Registrar of Assurances at Kalyan under serial No. 4257/2005 granted the development rights in respect of the **Property No. III** to M/s. Vijay Builders and Developers at and for the price consideration and on the terms and conditions therein contained and in pursuance thereof, the said Smt. Shamibai Vishnu Mhatre and Others have collectively executed a Power of Attorney in favour of M/s. Vijay Builders and Developers on 16.06.2005 and the same is registered at the office of Sub-Registrar of Assurances at Kalyan - 1 under serial No. 471/2005

**AND WHEREAS** further by and under an agreement dated 23.12.2011 the said M/s. Vijay Builders and Developers granted and assigned the development rights of the **Property No. III** to the Promoter herein and in pursuance thereof also executed Power of Attorney in favour of the Promoter and the same are registered at the office of Sub-Registrar of Assurances at Kalyan-2 under serial No. 2106/2012 and 2107/2012 respectively.

**AND WHEREAS** Smt. Fasubai Sukrya Patil and Others are the owners of all that piece and parcel of land lying, being and situate at village Gandhare, Taluka Kalyan, Dist Thane within the limits of Kalyan Dombivli Municipal Corporation bearing:

Survey No.	Hissa No.	Area sq. mts
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5/2	2240
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hereinafter called and referred to as the **Property No. IV** and further by and under the Deed of Release dated 12.11.2008, the other co-owners Smt. Fasubai Sukrya Patil and Others released, relinquished and surrendered their undivided share, right, title and interest in respect of the said property in favour of the Shri Ganesh Baliram Patil, Shri Balkrishna Ganpat Patil, Shri Nandu (Nanda) Sukrya Patil, Shri Tukaram Sukrya Patil and Shri Gyanba Sukrya Patil as per their holding and possession and the said Release Deed is registered at the office of Sub-Registrar of Assurances at Kalyan - 2 under serial No. 8617/2008 and further the said Shri Ganesh Baliram Patil, Shri Balkrishna Ganpat Patil, Shri Nandu (Nanda) Sukrya Patil, Shri Tukaram Sukrya Patil and Shri Gyanba Sukrya Patil by and under separate five agreement dated 16.07.2011, 12.08.2011, 21.08.2012, 03.08.2011 and 03.08.2011 respectively granted the development rights in respect of their share, right, title, interest and holding in favour of the Promoter herein and in pursuance thereof also executed the Power of Attorney in favour of the Promoters herein and the same are registered at the office of Sub-Registrar of Assurances at Kalyan - 2 under serial Nos. 7231/2011 & 7232/2011, 8829/2011 & 277/2011, 6175/2012 & 6176/2012, 8406/2011 & 8407/2011 and 8411/2011 and 8412/2011 respectively.

**AND WHEREAS** Shri Malubai Kashinath Madhavi and Others are the Owners of all those pieces and parcels of land lying, being and situate at village Gandhare, Taluka Kalyan, Dist Thane within the limits of Kalyan Dombivli Municipal Corporation bearing Survey No. 15/5 admeasuring 11400 sq. metres and Survey No. 23/1 admeasuring 2800 sq. metres.

**AND WHEREAS** the said Owners by and under the Agreement dated 27.08.2007 registered at the office of Sub-Registrar of Assurances at Kalyan-1 under serial No.1223/2008 have entered into agreement with M/s. Moreshwar Builders and Developers and in pursuance thereof have also granted the power of attorney in favour of M/s. Moreshwar Builders and Developers and the same is registered at the office of Sub-Registrar of Assurances at Kalyan - 1 under serial No.1224/2008.

**AND WHEREAS** in pursuance to the said agreement the said M/s. Moreshwar Builders and Developers by and under Agreement dated 27.04.2016 registered at the office of Sub-Registrar of Assurances at Kalyan-1 under serial No.3766/2016 granted, assigned and transferred all those portions of land totally admeasuring **7750 sq. meters** in favour of the Promoter herein comprising of

Survey No.	Hissa No.	Area sq. mts	Reservation Site No.
15	5	1150	24 mt wide road
15	5	1800	106 (High School)
15	5	4465	107 (Play ground)
23	1	335	107 (Play ground)
Total →		7750	

and in pursuance thereof the said Moreshwar Builders and Developers for self and constituted attorney for Malubai Kashinath Madhavi and others granted power of attorney in favour of the Promoter herein and the said power of attorney registered at the office of Sub-Registrar of Assurances at Kalyan-1 under serial No.3767/2016. hereinafter called and referred to as the **Property No. V.**

**AND WHEREAS** as recited herein above, the Promoter herein are well and sufficiently entitled to and / or seized and possessed of all those piece and parcels of land being denoted as Property No. I, II, III, IV and V totally admeasuring **51150 sq. metres** hereinafter called and referred to as the "**entire property**".

**AND WHEREAS** the Promoters have also obtained the transferable development rights to the extent of 2385 sq. metres from Shri. Ramesh Vithal Konkar Mhatre under agreement dated 5.05.2012 registered at the office of Sub-Registrar of

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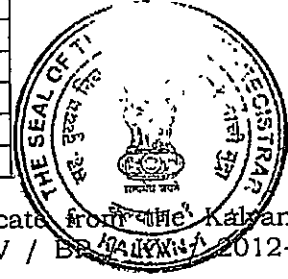
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Assurances Kalyan-2 under serial No.4024/2012 and further have also obtained the transferable development rights to the extent of 1212 sq. metres from Shri Rajesh Bapurao Bhalerao under agreement dated 29.01.2014 registered at the office of Sub-Registrar of Assurances Kalyan-2 under serial No. 735/2014 and thus have obtained revised Building Commencement Certificate granted by the Kalyan Dombivli Municipal Corporation under No. KDMC / NRV/BP/KV/2012-13/226/39 dated 03.6.2015 and thus got plans approved as recited hereinbelow:

**AND WHEREAS** the Promoter herein, by and under the powers and authorities vested in them have followed the requisite procedure and have amalgamated the pieces and parcels of land totally admeasuring 35,500 sq. metres comprising of

S.No./H.No.	Area sq. mts		
62/2	520	कलन-१	
15/6/2	740		
17/3	3790	दस्तावेज क्र. COYE	२०२३
18/2/1	3140	१३	११२
23/2/1	6900		
23/2/2	6800		
17/2/6	7640		
62/1	520		
15/6/1	760		
9/5/1	2450		
9/5/2	2240		
<b>Total →</b>	<b>35500</b>		



and have obtained the building commencement certificate from the Kalyan Dombivli Municipal Corporation under No. KDMP / NRV / BP / 2012-13/226/39 dated 03.06.2015.

**AND WHEREAS** the land admeasuring 35500 sq. metres is converted to non-agricultural use under the Order of the Collector, Thane bearing No. Mahsul / Kaksha-1 / T-7/NAP / Gandhare - Kalyan / SR - 201 / 2012 dated 15.04.2013.

**AND WHEREAS** District Officer, Thane issued certificate to planning officer/Chief Officer Kalyan Dombivli Municipal Corporation on 13/07/2016 bearing no. Mah/K-1/T-7/Vinishiti/SR-59/2015 under Section 42-A (1)(A) of Maharashtra Land Revenue Code 1966 and declared the land bearing S. No. 9/4/2 area admeasuring 6700 sq. meters land is Class I property.

**AND WHEREAS** the Promoters have also obtained the transferable development rights to the extent of 2728 sq. metres from M/s. Amrut Builders under agreement dated 28.07.2016 registered at the office of Sub-Registrar of Assurances Kalyan-4 under serial No. 6298/2016 under letter dated KDMC/NRV/HVH/1297 dated 11.07.2016 and their subsequent Development Right Certificate bearing Folio Nos. K-4-291 dated 12<sup>th</sup> July 2016, and utilized transfer of Development Rights to the extent of 2728 sq. metres and thus got plans approved as recited herein below.

**AND WHEREAS** by and under Agreement dated 3.02.2016, registered at the Office of Sub-Registrar of Assurances at Kalyan-4 under Sr.No. 1098 / 2016 dated 3<sup>rd</sup> February 2016 made and executed between M/s. Amrut Builders and the Promoters herein, the Promoters herein purchased/acquired Transferable Development rights to the extent of 2273.46 sq. meters for use and utilization on said entire property from, sanctioned by Kalyan Dombivli Municipal Corporation by and under letter dated KDMC/NRV/HVH/3832 dated 20.01.2016 and their subsequent Development Right Certificate bearing Folio Nos. K-4-271 dated 2<sup>nd</sup> February 2016 and utilized transfer of development rights to the extent of 932.50 sq. meters at and for the consideration and on terms and conditions mentioned therein.

**AND WHEREAS** Kalyan Dombivli Municipal Corporation by letter dated 24.08.2016 having reference no. JK/KDMC/NRV/HVH/2044 granted TDR to

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the extent of 3989.20 sq. meters to the Promoters as Construction Amenity TDR for constructing and developing 24 meter D.P Road from Amrut Park to Gandhare by Promoters and Promoters have utilized transfer of development rights to the extent of 3989.20 sq. meters on the said larger property after amending the plans as recited hereinbelow.

**AND WHEREAS** by and under Agreement dated 29.01.2014, registered at the Office of Sub-Registrar of Assurances at Kalyan-2 under Sr.No. 737 / 2014 made and executed between M/s. Waman Krishna Chaudhari being Vendors, Janabai Waman Chaudhari & others as Confirming Party and Promoters as Purchasers therein, the Promoters herein purchased/acquired Transferable Development rights to the extent of 1650 sq. meters for use and utilization on said entire property from, sanctioned by Kalyan Dombivli Municipal Corporation by and under letter dated KDMC/NRV/168 dated 6.04.2013 and utilized transfer of development rights to the extent of 932.50 sq. metres at and for the consideration and on terms and conditions mentioned therein.

**AND WHEREAS** in pursuance to the above sanction, the Promoter have merged an area admeasuring 5615 sq. metres out of Survey No. 15/5 and an area admeasuring 335 sq. metres out of Survey No. 23/1, Survey No. 9/4/2 admeasuring 6700 sq. metres and thus have submitted the revised sanction for the total land admeasuring **48150** sq. metres to the Kalyan Dombivli Municipal Corporation and Kalyan Dombivli Municipal Corporation have granted the revised building permission under No.KDMP / NRV / BP / KV - 2012-13/226/418 dated 14.03.2017 comprising of the following;

क्र.सं.	Survey No.	Hissa No.	Area sq.mts.
१	१५/५	४/२	६७००
२	२०२३	५/१	२४५०
३	१५	५/२	२२४०
४	१५	६/१	७६०
५	१५	६/२	७४०
६	१७	२/६	७६४०
७	१७	३	३७९०
८	१८	२/१	३१४०
९	२३	२/१	६९००
१०	२३	२/२	६८००
११	६२	१	५२०
१२	६२	२	५२०
१३	१५	५	५६१५
१४	२३	१	३३५
Total			४८१५०.००

hereinafter called and referred to as the "larger property" more particularly described in **First Schedule** herein under.

**AND WHEREAS** out of the said land admeasuring 48150 sq. metres a land admeasuring 7283 sq. metres is affected by Road Acquisition, 13774 sq. metres is affected by Play Ground Area and 3507 sq. metres is affected by Primary School reservation and thus after deducting the total area admeasuring 24564 sq. metres being affected by reservations, the balance land admeasures **23586** sq. metres, which comprises of five buildings, i.e. one building is a school building, second building is the structure retained by the owners Shri Bachuram Ganpat Karbhari and others and out of the remaining buildings, the Promoter intends to construct Building No., 3 consisting of Wings A,B,C,D and sell the flats and units therein constructed to the intending purchaser and as regards the

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building No.6 comprising of still, podiums and upper floors, the Promoter has retained its right discretion to retain such building as an independent building as said Building No.2, 4, 6 out of which building No. 6 stands a portions by natural division by passing of 24 metre wide road from and through the said property. Further such building no. 6 shall not form an integral part the scheme of construction and the same will be constructed, sold and transferred in the manner as the Promoter may decide and as the Promoter may deem fit and proper.

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**AND WHEREAS** it clearly bought to the notice of flat purchasers of Building No. 3 that though they were temporary allocated amenities on the Terrace of Building No. 4, being part of the layout, but that Building no. 4 is now transferred and sold to Avenue Supermarts Limited, who shall have exclusive rights to Terrace of the said Building in future and they may decide to do any redevelopment or further construction on the said building, and flat purchaser of Building No. 3 shall not object to same now or anytime in future.

**AND WHEREAS** thus M/s. Mohan Lifespaces LLP, the Promoter herein is well and sufficiently entitled to the said entire property described in the First Schedule hereunder written and in pursuance to the sanctioned plans and permissions the Promoter herein is well and sufficiently entitled to carry out the construction on the land admeasuring 23586 sq. metres described in the Schedule hereunder written in terms of the sanctioned plans and permissions with the right to use, utilise and consume the available and permissible maximum potentiality of floor space index, permitted increases as well as transferable development rights and to have further expansions and revisions thereto as per the Development Control Rules of the Municipal Corporation.

**AND WHEREAS** in pursuance to the sanctioned plans and permissions, the Promoter has commenced the construction work on the said property.

**AND WHEREAS** the Promoters have availed credit facilities from AXIS BANK Limited against the mortgage of the abovementioned property by executing Deed of Mortgage on 17.02.2020, registered at the office of Sub-Registrar of Assurances at Ulhasnagar-3 under serial No.1210/2020 and the Promoter has created charge of the said bank and subject to the creation of charge and mortgage of AXIS BANK Limited on the said property and in terms of the conditions and stipulations of the Mortgage Deed, Promoter is entitled to deal and dispose off the flats and units constructed in the said property and accordingly the Promoters will be required to obtain no objection certificate from AXIS BANK Limited for sale of flats.

**AND WHEREAS** The Promoters have availed further credit facilities from AXIS BANK Limited against the mortgage of the abovementioned property by executing Deed of Mortgage on 20.01.2021, registered at the office of Sub-Registrar of Assurances at Ulhasnagar-3 under serial No.798/2021 and the Promoter has created charge of the said bank and subject to the creation of charge and mortgage of AXIS BANK Limited on the said property and in terms of the conditions and stipulations of the Mortgage Deed, Promoter is entitled to deal and dispose off the flats and units constructed in the said property and accordingly the Promoters will be required to obtain no objection certificate from AXIS BANK Limited for sale of flats.

**AND WHEREAS** the Promoter declares that the above referred agreements permissions and sanctions are still, subsisting and completely in force.

**AND WHEREAS** as per the above recited agreements and permissions, the Promoter is entitled to develop the said property and carry out the construction of the proposed building at their own costs and expenses and to dispose of the residential flats / units constructed in the building on ownership basis and to enter into agreements with the purchaser and to receive the sale price in respect thereof and upon such disposal of the flats / units to convey the said land together with the building constructed thereon in favour of the cooperative housing society of all those several persons acquiring the respective flats /

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**AND WHEREAS** the Promoters are entitled and enjoined upon to construct buildings on the said property in accordance with the recitals, disclosures, further expansions and future development as mentioned hereinabove which is clearly and elaborately brought to the notice and knowledge of the Purchaser by way of suitable and appropriate disclosures.

**AND WHEREAS** the Promoters have disclosed that there is also a provision of construction of school building as well as a structure retained by the Owners Bachuram Ganpat Karbhari and others in the scheme of construction known as Mohan Altezza and the land on which the school building and the structure retained by the Owners shall not form an integral part of conveyance to be executed in favour of the cooperative housing society or corporate body forming an integral part of the scheme of construction known as **Mohan Altezza**.

**AND WHEREAS** the Purchaser has gone through the sanctioned plans, permissions and permissions and have also seen and verified the disclosures of further expansions, future development as shown on the proposed plan annexed hereto and have after going through the same has accorded his express and irrevocable consent for the same.

**AND WHEREAS** relying upon the above recitals and disclosures and the scope of further and future development being understood by the Purchaser to which the Purchaser has granted his/ her consent, the Purchaser is offered a **Flat No. 403 on 4<sup>th</sup> floor**, admeasuring **67.12 sq.mt. carpet** in **C Wing of Crest** in the scheme of construction known as **Mohan Altezza** (herein after referred to as the said "premises") being constructed on the said property.

**AND WHEREAS** the Purchaser after going through the entire disclosures, the future course of expansion and development and also verifying the site of the building and the work of construction and its progress thereof, the site of infrastructural and recreational facilities and amenities and nature and scope thereof and after being satisfied about the same has agreed to enter into this agreement and further expressly and irrevocable declare that he shall not raise any objection, claim, demand or action in respect of the additions, modifications, changes and / or further alterations in the scheme of construction as may be permitted the concerned town planning authorities from time to time and accordingly has granted his / her express and irrevocable consent and confirmation for the same.

**AND WHEREAS** the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

**AND WHEREAS** the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

**AND WHEREAS** the Promoter after completing construction and development has obtained Completion Certificate/Occupation Certificate bearing No. JVK/KDMC/NRV/CC/KV/OCC/336/2018 dated 21.12.2018 for **Building No. 3 "Wing A" and "Wing B"**.

**AND WHEREAS** Promoters have obtained revised plan for carrying out construction and development work on the said property in accordance with the plan bearing revised No.KDMP / NRV / BP / KV - 2012-13/ 226/09 dated 29.07.2020 and accordingly is carrying out construction work on Wing C and D of Building No. 3 in the said Project.

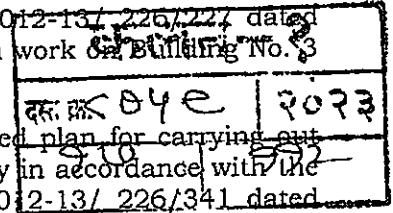
**AND WHEREAS** Promoters have obtained revised plan for carrying out construction and development work on the said property in accordance with the

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plan bearing revised No. KDMC / TPD / BP / KD - 2012-13/ 226/227 dated 30.07.2021 and accordingly is carrying out construction work on Building No. 3 in the said Project.



**AND WHEREAS** Promoters have obtained further revised plan for carrying out construction and development work on the said property in accordance with the plan bearing revised No. KDMC / TPD / BP / KD/2012-13/ 226/341 dated 3.11.2021 and accordingly is carrying out construction work on Building No. 3 in the said Project.

**AND WHEREAS** Promoters have obtained revised plan for carrying out construction and development work on the said property in accordance with the plan bearing revised No. KDMC / TPD / BP / KD/2012-13/ 226/126 dated 14.06.2022 and accordingly is carrying out construction work on Buildings No. 5 to 6 in the said Project.



**AND WHEREAS** Promoters have obtained Part Occupation Certificate in accordance with the plan bearing KDMC/TPD/CC/DOM/171 dated 30.06.2022 for Building No. 3 and Building No.4 (commercial).

**AND WHEREAS** the Promoter after completing construction and development has obtained part Completion Certificate/Occupation Certificate bearing No. Outward No./KDMC/TPD/CC/KD/131 dated 22.06.2023 for **Building No. 3 "Wing C"**.

**AND WHEREAS** on demand from the Purchaser, the Promoter has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

**AND WHEREAS** the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Premises are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

**AND WHEREAS** the authenticated copies of the plans of the Layout as approved by Kalyan Dombivli Municipal Corporation have been annexed hereto and marked as Annexure C-1.

**AND WHEREAS** the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2.

**AND WHEREAS** the authenticated copies of the plans and specifications of the Premises agreed to be purchased by the Purchaser, as sanctioned and approved by the local authority have been annexed and marked as Annexure D.

**AND WHEREAS** the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building and the said fact of such stage of progress of construction work, building wise, phase wise completion is also disclosed and brought to the notice and knowledge of the Purchaser herein.

**AND WHEREAS** while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while

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developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

**AND WHEREAS** the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

**AND WHEREAS** the Promoter after completing construction and development has obtained Completion Certificate/Occupation Certificate bearing No. JV/KDMC/NRV/CC/KV/OCC/336/2018 dated 21.12.2018 for Building No. 3 "Wing A" and "Wing B".

**AND WHEREAS** the Promoter after completing construction and development has obtained part Completion Certificate/Occupation Certificate bearing No. Outward No./KDMC/TPD/CC/KD/131 dated 22.06.2023 for Building No. 3 "Wing C".

**AND WHEREAS** the Purchaser has applied to the Promoter for allotment of Flat No. 403 on 4<sup>th</sup> floor in C Wing - Crest situated in the Building No. 3 being constructed on the said property described in the Schedule hereunder written being the said premises known as Mohan Aitezza.

**AND WHEREAS** the carpet area of the said premises is 67.12 square meters and "carpet area" means the net usable floor area of the said premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Premises for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Premises for exclusive use of the Purchaser but includes the area covered by the internal partition walls of the premises.

**AND WHEREAS**, the parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

**AND WHEREAS**, prior to the execution of these presents the Purchaser has paid to the Promoter a sum of **Rs.26,11,000/- (Rupees Twenty Six Lakhs Eleven Thousand Only)**, being part payment of the sale consideration of the premises agreed to be sold by the Promoter to the Purchaser as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Purchaser has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

**AND WHEREAS**, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Premises with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Purchaser hereby agrees to purchase the said premises.

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

1. The Promoter shall construct the said building/s presently as per the sanctioned plans and permissions on the said property described in the Schedule hereunder written in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the premises of the Purchaser except any alteration or addition required by any Government authorities or due to change in law.

1(a) The Purchaser hereby agrees to purchase from the Promoter and the

*(Handwritten signatures)*

Promoter hereby agrees to sell to the Purchaser, the premises being **Flat No. 403 on 4<sup>th</sup> floor**, admeasuring **67.12 sq.mt.** carpet in **C Wing - Crest of Building No. 3** in the scheme of construction known as **Mohan Altezza** (herein after referred to as the said "premises") being constructed on the said property described in the Schedule hereunder written as shown in the Floor plan thereof hereto annexed and marked Annexure D for the price / consideration of **Rs.1,01,60,160/- (Rupees One Crore One Lakh Sixty Thousand One Hundred Sixty Only)** including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

1(b) The Purchaser has agreed and assured to pay the total consideration of **Rs.1,01,60,160/- (Rupees One Crore One Lakh Sixty Thousand One Hundred Sixty Only)** to the Promoter in the following manner

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- i. 5% of the total consideration to be paid to Promoter as booking amount.
- ii. 5% of the total consideration to be paid to the Promoter on execution of the Agreement.
- iii. 20% of the total consideration to be paid to the Promoter within 5 days after the execution of the Agreement.
- iv. 15% of the total consideration on completion of the building or wing in which the said Apartment is located.
- v. 35% of the total consideration to be paid to the Promoter on completion of the R.C.C slabs including podiums and slits of the building or wing in which the said Apartment is located.
- vi. 10% of the total consideration to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing, completion of the lifts, water pumps, electrical fittings, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
- vii. 5 % of the total consideration to be paid to the Promoters on completion of the walls, internal plaster, floorings doors and windows of the said Apartment together with Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- viii. Balance 5% of the remaining consideration against and at the time of handing over of the possession of the Apartment to the Purchaser on or after receipt of occupancy certificate or completion certificate.

1(c) The Total Price above excludes all Property Taxes, Goods and Services Tax, Land Revenue, Non Agricultural Taxes, Other Taxes (Municipal/State/Federal) and/or other statutory duties (as and when applicable), levies, cesses, charges, deposits, premiums, duties imposed by the statutory authorities, stamp duty, registration charges, maintenance charges, layout maintenance charges, club house and other outgoings by any other name in respect of and applicable to the said property, project, building, flat existing on or imposed after the date of the Purchasers Application for Allotment / Request for Allotment, whether payable now and/or in future and / or those which is / are sub-judice, including interest and penalties thereon, including those which may become enforceable retrospectively and computed as per laws/rules/regulations, and shall be to the account and liability of and borne and paid by the

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P. K. Sharma

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Purchaser alone, without any delay/protest, including if such amounts are proposed to be deposited by the Promoter in fixed deposits, if such claims are sub-judice.

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

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1(c)	The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser by discounting such early payments @ 6% per annum for the period by which the respective installment has been pre-poned. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser by the Promoter.

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- 1 The Promoter shall confirm the final carpet area that has been allotted to the Purchaser 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, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser 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 Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Promoter shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1 of this Agreement.

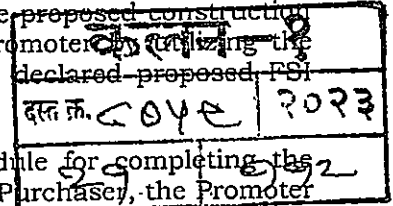
- 1(g) The Purchaser authorizes the Promoter to adjust/ appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 2.1. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Premises to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Premises.
- 2.2. Time is essence for the Promoter as well as the Purchaser. The Promoter shall abide by the time schedule for completing the project and handing over the said premises to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Purchaser 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 as provided in clause 1 herein above. ("Payment Plan").

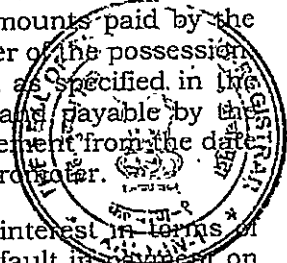
3. The Promoter hereby declares that the Floor Space Index available as on

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date in respect of the project land is 43929.17 square meters only and Promoter has planned to utilize Floor Space Index of 40,000 square meters by availing of TDR or 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 has disclosed the Floor Space Index as proposed to be utilized by him on the project land in the said Project and Purchaser has agreed to purchase the said Premises based on the proposed construction and sale of Premises to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.



- 4.1. If the Promoter fails to abide by the time schedule for completing the project and handing over the said premises to the Purchaser, the Promoter agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Promoter.
- 4.2. Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:



Provided that, Promoter shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall deduct 20% of the total amount of Flat Cost from the Purchaser and shall refund the balance amount within a period of thirty days of the termination.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular details to be provided by the Promoter in the said building and the Premises as are set out in Annexure 'E', annexed hereto.
6. The Promoter shall give possession of the said premises to the Purchaser on or before **30<sup>th</sup> July 2023** with an extension in time thereof for six months or so. If the Promoter fails or neglects to give possession of the Premises to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the Premises with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of said premises on the aforesaid date, if the completion

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marketable title before handing over the possession of the premises to the Purchaser and in any event before the execution of the Conveyance of the said property in favour of a Corporate Body to be formed by the purchasers of the Flats / Shops / Other Unit in the building to be constructed on the said property and ensure that the said property is free from all encumbrances and that the Promoter has absolute, clear and marketable title to the said property so as to enable him to convey to the said Society such absolute, clear and marketable title on the execution of a conveyance of the said property by the Promoters in favour of the said Society.

- 7.6 The Promoter at its Sole Option shall have full right, power and entitlement to join in the membership of the organization in respect of any or all of its unsold flats & Car Parking spaces, provided that no transfer fees, deposits, interest on deposits or maintenance or other liabilities shall be payable by Promoter and/or Transferee, in case of a Sale and or transfer of any such unsold flats & Car parking spaces. The organization shall admit as the Purchasers of such flats without changing any Premium (transfer fees or any other amount). The entire realization from the allotment, Sale & alienation of all flats & Car Parking spaces in the building shall belong to the Promoters and Promoters shall never have to render any accounts in respect thereof to the organization or members concerned.
- 7.7 The Promoters shall not be liable to pay maintenance amounts, any deposits or interest on deposits, Corpus Fund amount any other fees or liabilities not mentioned herein for unsold flats & Car parking spaces in possession of Promoter till it is sold to prospective purchasers.
8. The Purchaser shall use the said premises or any part thereof or permit the same to be used only for purpose of which it is sanctioned and approved by the municipal authorities. He shall use the garage or parking space only for purpose of keeping or parking vehicle.
9. The Purchaser along with other Purchaser(s) of premises in the building shall join in forming and registering the Cooperative Housing Society or Association or a Limited Company to be known by such name as the Promoter 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 registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Purchaser, so as to enable the Promoter to register the common organisation of Purchaser. No objection shall be taken by the Purchaser 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. The Promoter shall take into consideration the factual aspect as regards the administration, management of day to day affairs of the constructed and completed building and shall form a time frame policy for formation and registration of the cooperative housing society or association or limited and till such time shall call upon the purchasers who have acquired the flats to form an ad-hoc committee for carrying out the day to day administration and management of the said building in which the said premises is situated and shall render their sincere and utmost cooperation to such ad-hoc committee till the formation and registration of the society or association or limited company.
- 9.1. The Promoter after formation and registration of such ad-hoc committee, its administration and management and with the cooperation and support of the purchasers in the building/s shall form and register the cooperation housing society or association or limited company and within three months

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of such registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Owners in the said structure of the Building or wing in which the said premises is situated and further the Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Owners in the project land on which the building with multiple wings or buildings are constructed.

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It is clearly brought to the notice and knowledge of the Purchaser herein that such formation of cooperative housing society or association or limited company and further its transfer of the building and the land underneath it shall always be executed by reserving the overall right, title, interest, possession, increases and incentives in future floor space index and proposed expansion in the scheme of construction as well tangible and intangible benefits, privileges, advantages accrued or to be accrued to the Promoter herein in the entire scheme of construction and such stipulations, covenants, rights and interest shall form an integral part of such transfer and assignment. It is further clearly brought to the notice and knowledge of the Purchaser herein that such transfer and assignment shall not prejudice or cause any hardship, obstruction and hindrance to the Promoter in exercising all the right, title, interest, powers and authorities vested in them in respect of the said entire property, the future course of construction, along with increases, incentives in use, utilization, consumption of the floor space index as may be permitted by the municipal and planning authorities in respect of the entire property and every part thereof as well as their absolute right to sell such additional flats and units to any intending purchaser, enter into agreement, receive and appropriate the sale proceeds thereof and to nominate such purchaser to the membership of the existing cooperative housing society or association or limited company as the case may be without any recourse and consideration to the Purchaser, the cooperative housing society or association of limited company as the case may be. It is clearly agreed and assured by the Purchaser that the Purchaser is aware of the said contents and fact thereof and in confirmation thereof has granted his express and irrevocable consent for the same.

9.2. Within 15 days after notice in writing is given by the Promoter to the Purchaser that the Premises is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Premises) of outgoing in respect of the project 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 project 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 Purchaser shall pay to the Promoter such proportionate share of outgoing as may be determined. The amounts so paid by the Purchaser to the Promoter shall not carry any interest and remain with the Promoter 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 to the Society or the Limited Company, as the case may be.

9.3 In the event of the Organisation/ cooperative housing society or association or limited company being formed and registered before the sale and disposal by the Promoter of all the flat/ premises in the Building/s,

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Promoter shall have the absolute authority and control as regards the unsold flat/ premises and disposal thereof. The Promoter shall be liable to pay only the municipal taxes, at actual, in respect of the unsold flat/premises, if any and no other society charges shall be paid by the Promoters. In case the Organisation is formed before the disposal by the Promoter of all the flats/ premises then the Promoter shall at its option (without any obligation) join in as a member in respect of such unsold flat/premises and as and when such flat/ premises are sold, the Organisation shall admit such Purchaser/s as the member/s without charging any premium/transfer fees or extra payment or dues of any nature whatsoever.

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10. The Purchaser shall to the Promoters on or before delivery of possession of the said premises or on demand -

- i) requisite amounts to the Owners/Promoters on demand and/or prior to taking the possession of the said flat towards legal charges, entrance fees and share capital, society formation charges, meter connection charges, grill charges, MSEB meter and deposit charges, solar charges, balcony enclosing charges and other incidental expenses thereto.
- ii) requisite amount and charges on account of service tax, goods and services tax, value added tax, stamp duty and registration charges and any other taxes and levies as may be imposed by the concerned government and semi-government authorities.
- iii) the provisional outgoings for municipal taxes, water bill, bore-well common electric expenses if any (24 months contribution in advance is to be paid at the time of possession) as well as requisite lift charges and proportionate expenses thereto and also the service tax and value added tax as imposed by the Government or Semi Government authorities.
- iv) the grill charges, electric meter and deposit charges as well as proportionate share for transformer installation and its equipments and accessories thereto.

11. The Purchaser shall pay the requisite costs for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter 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.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Purchaser shall pay to the Promoter, the Purchasers' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any 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 project land, the Purchaser shall pay to the Promoter, the Purchasers' 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.

13. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

The Promoter hereby represents and warrants to the Purchaser as follows:

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for

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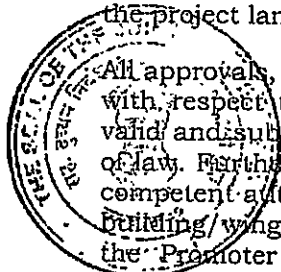
the implementation of the Project;

ii. The Promoter 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;

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iii. Except the creation of charge and mortgage as mentioned in Agreement there are no other encumbrances upon the project land or the Project;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;



All approvals, licenses and permits issued by the competent authorities with respect to the Project, project 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, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. The Promoter 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 Purchaser created herein, may prejudicially be affected;

vii. The Promoter 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 project land, including the Project and the said premises which will, in any manner, affect the rights of Purchaser under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said premises to the Purchaser in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the Association of Purchasers the Promoter shall handover lawful, vacant, peaceful, physical possession of the common area soft he Structure to the Association of the Purchasers;

x. The Promoter 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;

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 in respect of the project land and/or the Project except those disclosed in the title report.

14. The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Premises may come, hereby covenants with the Promoter as follows:-

i. It is expressly agreed by the Purchaser that the right of the Purchaser/s under this Agreement is only restricted to the said Flat/ Premises agreed to be sold by the Promoter to the Purchaser/s and all other premises shall be the sole property of the Promoter and the

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Promoter shall be entitled to sell, deal or dispose of the same without any reference or recourse or consent or concurrence from the Purchaser/s in any manner whatsoever to any third party.

- ii. To maintain the said premises the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Premises is taken and shall not do or suffer to be done anything in or to the building in which the Premises is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Premises is situated and the Premises itself or any part thereof without the consent of the local authorities, if required.
- iii. Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said premises is situated, including entrances of the building in which the said premises is situated and in case any damage is caused to the building in which the said premises is situated or the Premises on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
- iv. To carry out at his own cost all internal repairs to the said Premises and maintain the Premises in the same condition, state and order in which it was delivered by the Promoter to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Premises is situated or the Premises 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 Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- v. Not to demolish or cause to be demolished the Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Premises is situated and shall keep the portion, sewers, drains and pipes in the Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Premises without the prior written permission of the Promoter and/or the Society or the Limited Company.
- vi. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the project land and the building in which the Premises is situated.
- viii. Pay to the Promoter within fifteen days of demand by the Promoter,

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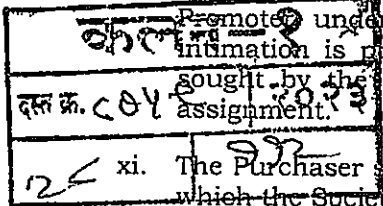
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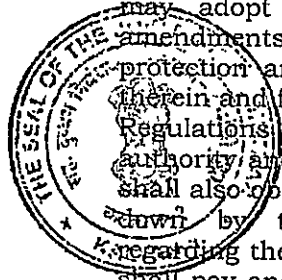
his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Premises is situated.

ix. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Premises by the Purchaser for any purposes other than for purpose for which it is sold.

x. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Premises until all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid up and necessary intimation is provided to the Promoter and no objection therefor is sought by the purchaser from the Promoter for such transfer and assignment.



xi. The Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.



xii. Till a conveyance of the structure of the building in which Premises is situated is executed in favour of Society/Limited Society, the Purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or Association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. The Promoters shall be entitled to sell the premises in the said building for the purpose of using the same as bank, dispensaries, nursing homes, maternity homes, coaching classes and for other non-residential purpose and the Purchaser herein along with the other Purchasers shall not raise any objection for such non-residential use of the premises sold by the Promoters to the intending Purchasers.

17. The Purchaser has seen the layout of the proposed building and has agreed and understood the common amenities like common roads, drainage, sewers, water pipe lines, street lights etc., shall be the common property and shall be available for common use by all the buyers of the premises in the said buildings and accordingly the Purchasers of the premises in the said buildings and the different common organisation will have unrestricted right of way in common spaces, roads and laying of pipelines, telephone and electric cables, sewerage and drainage line etc.,

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18. THE Purchaser 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 purchaser.
19. IT is hereby agreed that the Promoters shall be at liberty to amalgamate and / or combine one or more plots of land adjacent to the said land and get the plan of the proposed building/s to be constructed on the land so amalgamated / combined sanctioned from the planning authority and in such event form and get registered cooperative housing society of all the flats purchasers in the said buildings and the Purchaser herein shall not, in any manner object the said right of the promoters. It is further agreed that in such event (purchasers of the adjacent land for the purpose of development) the Promoter shall be at liberty and / or entitled to grant a right of way from or through the said land for approaching (or of the better approach) to the adjacent lands those would be acquired with a view to developing them and the Purchaser herein shall not object the said right of the Promoter in any manner.
20. The Purchaser/s hereby declare and confirm that he / she have entered into this agreement, after reading and having understood the contents of all the aforesaid exemption order, building permissions, deeds, documents, writings and papers and all disclosures made by the Promoter to the 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 concerned town planning authority and all other concerned government bodies and authorities and also subject to the Promoter's right to make the necessary amendments, variations, modifications and / or changes therein and their right to avail, use, utilise, consume and exploit the entire balance and additional floor space index available on the said property as well as the transferable development rights as may be permissible by law and other benefits in F.S.I. on the said land.
21. The Promoters have brought to the clear notice and knowledge of the Purchaser that during the course of development they shall sell, assign, mortgage, charge, encumber or otherwise deal with all or any of their rights, title, benefits and interest in respect of the said property, and / or the said building or any part thereof. The Promoter has brought to the notice and knowledge of the Purchaser that during the course of construction / development, the Promoter will avail and procure financial assistance, construction loan, cash credit facilities and other mode of monetary assistance and borrowing by mortgaging the property and the scheme of construction thereby creating charge, mortgage on the said property and the purchaser is aware of the same and the Purchaser shall not raise any objection or obstruction to such creation of charge, mortgage and raising the finance by the Promoter. However, such charge and mortgage shall be subject to rights of the purchaser under this agreement. The Purchaser further confirm and undertake that he will issue cheques of the installment as specified and in favour in the account banks and financial institutions as nominated and directed by the Promoter. However, such sale, assignment, mortgage, charge, encumbrance and raising of finance, monies for the development of the said property shall always be subject to the rights of the Purchaser/s under this agreement.
22. The Promoters have availed credit facilities from AXIS BANK Limited against the mortgage of the abovementioned property by executing Deed of Mortgage on 17.02.2020, registered at the office of Sub-Registrar of Assurances at Ulhasnagar-3 under serial No.1210/2020 and the Promoter has created charge of the said bank and subject to the creation of charge and mortgage of AXIS BANK Limited on the said property and in terms of the conditions and stipulations of the Mortgage Deed, Promoter is entitled to deal and dispose off the flats and units constructed in the said property

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and accordingly the Promoters will be required to obtain no objection certificate from AXIS BANK Limited for sale of flats.

The Promoters have availed further credit facilities from AXIS BANK Limited against the mortgage of the abovementioned property by executing Deed of Mortgage on 20.01.2021, registered at the office of Sub-Registrar of Assurances at Ulhasnagar-3 under serial No.798/2021 and the Promoter has created charge of the said bank and subject to the creation of charge and mortgage of AXIS BANK Limited on the said property and in terms of the conditions and stipulations of the Mortgage Deed, Promoter is entitled to deal and dispose off the flats and units constructed in the said property and accordingly the Promoters will be required to obtain no objection certificate from AXIS BANK Limited for sale of flats.

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It is expressly agreed that the Promoter shall be entitled to put a hoarding and / or cable network station mobile phone set up or station on the said property or on the building to be constructed on the said property and the said hoardings may be illuminated or comprising of neon sign or such other type or mode as may be designed by the Promoter and for the purpose Promoter is fully authorised to allow temporary or permanent construction or erection in installation either on the exterior or the said building or on the property as the case may be and the Purchaser agrees not to object or dispute the same. Necessary covenants, reservations in respect thereof shall be incorporated in the proposed conveyance. The Promoter or his nominees shall be exclusively entitled to the income that may be derived by display of such advertisement or installation of cable network or mobile phone station, at any time hereafter. The Purchaser shall not be entitled to any abatement in the price of the said premises or to object to the same for any reason and shall allow the Promoter, his agents, servants etc., to enter into the said property including the terraces and other open spaces in the building for the purpose of putting and / or preserving and / or maintaining and / or removing the advertisements and / or hoardings, neon lights or such installations etc., The Promoter shall be entitled to transfer or assign such right to any person or persons whom they deem fit and the purchaser shall not raise any objection thereto.

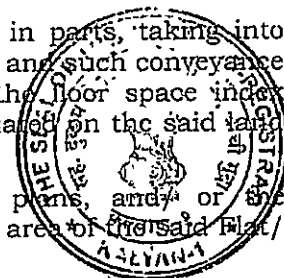
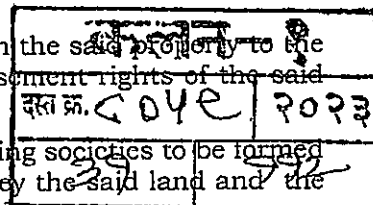
25. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body / Federation as hereinbefore mentioned.
26. Notwithstanding any other provisions of this agreement the Promoters has disclosed and brought to the knowledge of the Purchaser that it shall be at the sole and absolute discretion of the Promoter:
- to form a separate/combined co-operative housing society or limited company or condominium of apartment or any other body or bodies of Purchasers to be formed and constituted.
  - to decide and determine how and in what manner the infrastructure including the common areas and amenity space, recreation garden, all other open spaces, layout or internal roads if any may be transferred and/or conveyed/ assigned/ leased.
  - to provide for and incorporate covenant and restriction and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads as well as garden attached to the ground floor flats, if any.

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- d) to decide from time to time to what extent the building/s along with land appurtenant to its transferred to the respective body formed.
- e) to decide from time to time when and what sort of document of transfer should be executed.
- f) to grant of right of access/way from and through the said property to the adjacent buildings and plots as well as the easement rights of the said property.
- g) to form a federation of all the cooperative housing societies to be formed in the said scheme of construction and to convey the said land and the building to a apex body.
- h) to execute the conveyance of the said property in parts, taking into consideration the divisions of property due to road and such conveyance and transfer of land will not be equivalent to the floor space index consumed in the construction of the building situated on the said land conveyed in favour of the society/ies.
- i) to amend, modify and/ or vary the building plans, and/or specifications in respect thereof, without reducing area of the said Flat/ Premises.
- j) to develop the said property in phase wise manner from time to time as decided by the Promoters.



and the Purchaser has clearly understood the same and in confirmation thereof has granted his / her clear, express, unequivocal and irrevocable consent for the same and shall not raise any objection, claim hindrance and obstruction to the rights, options and discretion as reserved by the Promoter herein

27. The Promoters have shown the layout of the entire property to the Purchaser and it is agreed and understood by and between the parties that taking into consideration the sanctioned layout the Purchaser covenant with the Promoters as under :-

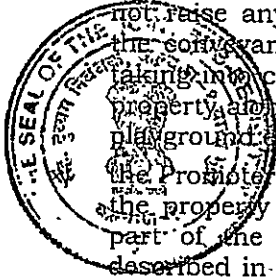
- i) that as per the sanctioned plans and permissions, the open spaces are to be strictly kept unencumbered and unobstructed.
- ii) fencing, partition, retaining walls will not be constructed between the buildings.
- iii) cable/drainage/telephone lines etc., should be allowed in open space of the building undertaken for development.
- iv) location of electric transformer/ sub-station shall be earmarked/defined by the Architect of the Developers
- v) common amenities and the estimate thereof as well as proportionate share thereto shall be ascertained by the Architect of the Developer.
- vi) the execution of the external compound wall will be as per the design and specification of the architect of promoters and the elevation of the buildings shall not be changed or altered.
- vii) each building shall be maintained in good and proper condition along with the unobstructed right of access.
- viii) the Promoter shall have the option to form a separate co-operative housing society of the buildings undertaken for development and such society will become the member of the Federal society of the said entire layout and the conveyance of the entire layout will be executed in favour of such Federal society and no separate conveyance will be executed in favour of any society.
- ix) it is clearly brought to the notice of the Purchaser herein and the Purchaser herein is clearly made aware that the Promoters have acquired the development rights of the land as described in the Schedule hereunder written however due to the certain reservations and/or set backs the area to be handed over and conveyed to the

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cooperative housing society and / or the corporate body will not be equivalent to the area of construction availed in the said buildings constructed on the said available land and the Purchaser herein will not raise any objection, hindrance or obstruction such execution of the conveyance and such execution of conveyance shall be executed taking into consideration the entire buildings constructed in the said property along with the right and interest in the common open spaces, playground etc.,

The Promoter has also brought to the knowledge of the Purchaser that the property on which the building is constructed forms an integral part of the entire scheme of construction of the entire property described in the first schedule and accordingly the Promoter and the Purchaser herein shall have the rights and interest and benefits of the common open spaces, internal road and access as well as infrastructural facilities of the entire scheme of construction described in the first schedule along with the other purchasers of the building in the said scheme of construction and accordingly the Purchaser shall cooperate and extend their sincere participation as well as the contribution of funds for maintenance and other outgoings of the said infrastructural facilities on the said scheme of construction as per the directions and discretion of the Promoters herein.

28. The Promoters have clearly brought to the notice and knowledge of the Purchaser and clearly shown and disclosed to the Purchaser that

- (i) presently the Promoters are carrying out the construction work on the said property in accordance with the plan bearing revised No. No. KDMC / TPD / BP /KD/2012-13/ 226/126 dated 14.06.2022 and have further disclosed that as stated hereinabove, the revised permissions, sanctions and modifications will be obtained by the Promoters from time to time for further expansion, modifications and renewals during the course of construction without reducing area of flat premises and till the completion of the entire scheme of construction and the Promoters will proceed with the construction work on the said property and will do construction on building No. 3 and which is already registered under the provisions of Real Estate (Regulation & Redevelopment) Act, 2016.
- (ii) as regards the Building No. 6 the said building is situated on the land will stand naturally subdivided by passing of 24 metre wide road and such land and building No.6 together shall not form an integral part of the scheme of construction and will not be an integral part of the conveyance and transfer deed to be executed in favour of the cooperative housing society and any corporate body as the case may be.
- (iii) The Promoter shall be at liberty and be entitled to amend the lay-out plan of the said Property, the building plans, other approvals for, in accordance with prevailing provisions of law, including but not limited to:
  - (a) acquisition of additional plots/ property/ adjoining property and inclusion of such plots of land in the lay out plan of the said Property; and
  - (b) amalgamation of the said Property with any adjoining plots of land;
  - (c) The Purchaser/s and/ or the Organisation/ Apex Body or any other body formed by the purchasers/ of the said Property shall not have any objections to the aforesaid and the Purchaser/s hereby grants his/ her/ their irrevocable consent and no objection to the Promoter to carry out the necessary acts, deeds, matters and things.

The Promoter shall always have a right to get the benefit of additional

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Floor Space Index for construction from sanctioning authorities and also to make the additions, alterations, raise storey/s or put up additional structures as may be permitted by sanctioning authorities and other competent authorities and such additions structures and storey/s will be the sole and absolute property of the Promoter alone.

- (iv) they have intended to avail the maximum potentiality of transferable development rights, staircase floor space index and permitted increases along with enhancement of floor space index from time to time as per the Development Control Rules of the Kalyan Dombivali Municipal Corporation and to use, utilize on the said property and to have the consumption and exploitation of the maximum potential of the floor space index on all grounds as permissible under the Development Control Regulations on the said property and its utilization and consumption by the Promoters on the said property and every part thereof by way of its further revised sanctions, alterations, modifications and renewals from time to time and such clear disclosure of the scheme of construction and the nature of the further expansion is clearly brought to the notice and knowledge of the purchaser and the Purchaser has seen, verified and understood the same and in confirmation thereof have granted his/her express and irrevocable consent to the Promoters in their endeavor of exercising the rights of revision, expansion and modifications in the building plans and permissions as recited hereinabove and availing and acquiring maximum potentiality of floor space index as may be sanctioned by the Kalyan Dombivali Municipal Corporation on the said property and constructing additional buildings and/or floors on the said property from time to time and with such express and irrevocable consent, the Purchaser has agreed to enter into this agreement.
- (v) that they have prior to the purchaser acquiring the flat/unit in the scheme of construction, clearly disclosed to the Purchaser the nature and scope of construction, the land affected by roads and reservations, the floor space index already used by the previous developers for constructing certain buildings on the said property, the balance unused, unconsumed and available floor space index of the entire property along with maximum potentiality of transferable development rights, staircase floor space index and permitted increases on all grounds as may be granted by the Kalyan Dombivali Municipal Corporation under the Development Control Regulations on the said property and its utilization and consumption by the Promoters on the said property and every part thereof by way of its further revised sanctions, alterations, modifications and renewals from time to time and such clear disclosure of the scheme of construction and the nature of the further expansion is clearly brought to the notice and knowledge of the purchaser and the Purchaser has seen, verified and understood the same and in confirmation thereof have granted his/her express and irrevocable consent to the Promoters in their endeavor of exercising the rights of revision, expansion and modifications in the building plans and permissions as recited hereinabove and availing and acquiring maximum potentiality of floor space index as may be sanctioned by the Kalyan Dombivali Municipal Corporation on the said property and constructing additional buildings and/or floors on the said property from time to time and with such express and irrevocable consent, the Purchaser has agreed to enter into this agreement.
- (vi) they have also brought to the knowledge of the Purchaser that the property on which the building is constructed forms an integral part of Building No. 3 with its Wings on Plot-1 of the entire scheme of construction of the entire property and accordingly the Promoter and the Purchaser herein shall have the rights and interest and benefits of the common open spaces, internal road and access as well as infrastructural facilities of the entire scheme of construction at Plot -1 along with the other purchasers of the building in the said scheme of construction on and accordingly the Purchaser shall cooperate and extend their sincere participation as well as the contribution of funds for maintenance and other outgoings of the said infrastructural facilities on the said scheme of construction as per the directions and discretion of the Promoter herein.

and the Purchaser has clearly understood the same and in confirmation thereof has granted his / her clear, express, unequivocal and irrevocable consent for the same and shall not raise any objection, claim hindrance and obstruction to the rights, options and discretion as reserved by the Promoter herein

29. The Promoters have clearly brought to the knowledge and notice of the Purchaser herein that in pursuance to the sanctioned plans and permissions, the Promoter is entitled to commence, carry out the construction work of buildings as presently sanctioned under the building

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permission granted by the municipal council) on the amalgamated property described in the Schedule hereunder written and that the Promoters have further brought to the notice and knowledge of the purchaser herein that the club house, recreational facilities and other common facilities of the present housing scheme will be used, utilized, availed and shared by the intending purchasers of the buildings to be constructed on the properties described hereinabove as well as other amalgamated properties and the purchaser herein along with the other purchasers will not raise any objection, hindrance and/or obstruction for such use of the above facilities by the other intending purchasers and the purchaser herein has granted his/her express and irrevocable consent for the same and agree and assure that such above covenant shall always remain binding upon him and also the Promoter has clearly brought to the knowledge of the purchaser that they intend to get the said sanctioned plans and specifications modified, revised, renewed and altered for consumption of remaining floor space index, transfer of development rights, staircase floor space index, permissible increases and incentives in floor space index to be used and utilized on the said property as may be granted and approved by the Municipal Authority from time to time and further the Promoters have given the clear inspection of such plans and specifications to the Purchasers herein as regards the existing sanctioned buildings, and the proposed annexed multi-storied buildings or otherwise touching the existing constructed buildings and also further expansion in buildings to be constructed on the said property as permitted by the Municipal Authority by way of further amalgamation, expansion thereto and the Purchaser has gone through the said plans as well as the proposed plans including provision of annexed buildings, touching the existing constructed buildings further expansions and do hereby admit, acknowledge and confirm the said fact of construction of additional buildings, annexed buildings, expansion of buildings on the said property by revision and modification in the plans and designs and have accordingly granted his / her express and irrevocable consent to the Promoters for the same and shall not raise any objection and/or hindrance for construction of such buildings by the promoter. It is further brought to the notice of the Purchaser and it is clearly clarified that in case the Promoter do not amalgamate the said adjacent properties and acquire the same for development, then also the Promoter is well and sufficiently entitled to grant the facilities and rights to the other purchasers of adjacent properties to avail, use, utilise and enjoy the said club house and other recreation facilities of the said "Mohan Altezza" and the Purchaser herein along with the other purchasers will not raise any objection for the same. The purchaser herein agree and assure to pay the corpus fund in advance as and when demanded by the Promoter irrespective of the completion of the above amenities and facilities and the scheme of construction and will not be withhold the same on any reason whatsoever.

The Purchaser/s agrees and gives his/ her/ their irrevocable consent/s to the Promoter for carrying out the amendments, alterations, modifications and/ or variations to the scheme of development in respect of the said Property, including the layout plans, designs and elevations etc which are made available either at the Owner's office or on the website of the Real Estate Authority. Further, the Owner shall not be required to obtain consent in the following events:

- Any minor additions or alterations.
- Any addition or alterations to any club house, common areas, amenities, etc.
- Any addition or alteration in compliance of any direction or order issued by the competent authority or statutory authority under any law of the State or Central Government.

30. The Promoters have also shown to the Purchaser the entire layout of the said property along with the amalgamation of lands, further expansions as

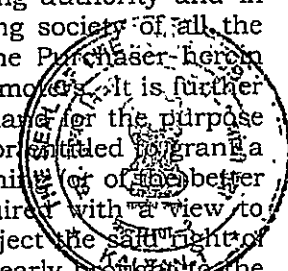
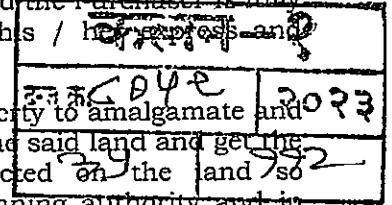
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well as future amalgamation and extension thereto, the nature and extent of the land to be handed over to the concerned authorities on account of set back, reservations etc., as well as the potentiality of floor space index to be used on the remaining land and in such eventuality the transfer and conveyance of the land in favour of the cooperative housing society or condominium of apartment owners and / or any corporate body will not be equivalent to the floor space index used, utilized and consume in the buildings to be constructed / constructed thereon and the Purchaser is fully aware of the same and have accordingly granted his / her express and irrevocable consent for the same.

31. IT is hereby agreed that the Promoters shall be at liberty to amalgamate and / or combine one or more plots of land adjacent to the said land and get the plan of the proposed building/s to be constructed on the land so amalgamated / combined sanctioned from the planning authority and in such event form and get registered cooperative housing society of all the flats / shops purchasers in the said buildings and the Purchaser herein shall not, in any manner object the said right of the promoters. It is further agreed that in such event (purchasers of the adjacent land for the purpose of development) the Promoter shall be at liberty and / or entitled to grant a right of way from or through the said land for approaching (or of the better approach) to the adjacent lands those would be acquired with a view to developing them and the Purchaser herein shall not object the said right of the Promoter in any manner. The promoter has also clearly brought to the notice of the purchaser herein that he or his nominees has intended to acquire the development rights of the adjacent land and other abutting and appurtenant lands thereto and in the course of construction may amalgamate such adjacent lands and/or other lands with the present lands under development and in such event all the infrastructural benefits of the present land and the complex known as "Mohan Altezza" will be shared, utilized, used and enjoyed by the flat purchasers of the adjacent buildings and the purchasers herein is fully aware of the same and the purchaser herein along with the other purchasers will not raise any objections, hindrances and/or obstructions for such use of the common benefits, amenities and infrastructural facilities of the said **Mohan Altezza** by the flat/unit purchasers of the buildings constructed on the adjacent land and the same shall form an integral part of the complex known as "**Mohan Altezza**". It is further brought to the notice of the Purchaser and it is clearly clarified that in case the Promoter do not amalgamate the said adjacent properties and acquire the same for development, then also the Promoter is well and sufficiently entitled to grant the facilities and rights to the other purchasers of adjacent properties to avail, use, utilise and enjoy the said club house and other recreation facilities of the said "**Mohan Altezza**" and the Purchaser herein along with the other purchasers will not raise any objection for the same and the Purchaser has granted his / her express and irrevocable consent for the same.
32. It is agreed and understood that as the scheme of construction and its expansion and future extension involves various phases during the possession of the first phase, the common amenities and infrastructural facilities, and other amenities thereto may be ready and functional for use and utilization and on that ground the Purchaser herein along with the other purchasers shall not object for payment of any charges, funds and deposits as applicable thereto and as agreed herein and further the Purchaser shall also pay the monthly maintenance charges and other outgoings regularly and shall not withhold the same on that ground or any other ground whatsoever.
33. It is clearly brought to the notice and knowledge of the Purchaser by the Promoter that the Promoter has amalgamated the portions of land and accordingly the Kalyan Dombivali Municipal Corporation have granted the building commencement certificate have permitted the amalgamation of the pieces and parcels of land and have granted the sanction to the



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Promoter to consume the Floor Space Index by virtue of amalgamation and to use, utilize and consume the same and the intended to follow due procedure of law to acquire the transferable development rights on the entire amalgamated property and at the time of such acquisition of transferable development rights and its sanction the Promoters intends to construct the building on the said property and with this intention and by reserving the rights to acquire transferable development rights to have maximum potentiality of floor space index as per the provisions of Development Control Regulations of the Kalyan Dombivali Municipal Corporation, the Promoters have presently proceeded with the construction activities and that the said fact is known and accepted by the Purchaser herein and the Purchaser has granted his / her express and irrevocable consent to such scheme of construction to be proceeded and undertaken by the Promoter firstly as per the present sanction plan on the said property and thereafter in accordance with the further sanctions and permissions as may be granted by the Kalyan Dombivali Municipal Corporation and in no event the Purchaser herein along with other Purchasers will raise any claim, objection or demand in such revision, expansion or further alterations in the said entire scheme of construction on the amalgamated property and that the Purchaser has seen and verified the same and has granted his/her express and irrevocable consent and confirmation thereto and the Purchaser herein shall not raise any objection thereto and shall rendered the cooperation to the same.

34. The Promoter has clearly brought to the notice and knowledge of the Purchaser that there is are recreational facilities in the said scheme of construction and further the Promoter has also brought to the notice and knowledge of the Purchaser that they will be acquiring the adjacent properties and during the course of construction will be amalgamating the present scheme of construction with the adjacent lands and in such event, the Promoter will change / shift the location of the recreational facilities and further that such recreational facilities will be used, utilized, availed and shared by the intending purchasers of the buildings to be constructed on the said property along with the other amalgamated properties and the purchaser herein along with the other purchasers will not raise any objection, hindrance and/or obstruction for such use of the above facilities by the other intending purchasers and the Purchaser herein has granted his/her express and irrevocable consent for the same and agree and assure that such above covenant shall always remain binding upon him. The Promoter has also annexed the copy of the plan showing the proposed amalgamation of the adjacent plots in the said scheme of construction and the Purchaser has seen and verified the same has granted his express and irrevocable consent for the same
35. It is agreed that if before the execution of the conveyance in favour of the proposed society and further construction on the land is allowed in accordance with the rules and regulations of the Kalyan Dombivali Municipal Corporation then the Promoters would be entitled to put up additional or other construction without any hindrance by the Purchaser. Provided that any payment may, have to be made to the Kalyan Dombivali Municipal Corporation for such additional construction shall be paid by the Promoter. The Developers shall be entitled to sell premises forming part of such additional construction in such manner as they may think fit and proper to any person or persons for such consideration as the Promoter may in his absolute discretion deem fit and proper. The Promoter will in those events be entitled to connect the electric meter, sanitary and drainage connections provided however that all costs of construction of such additional floors and the connection to be made thereto shall be borne by the Promoters. The Promoter and / or their transferees shall have the right to use all the staircases, lifts and other common amenities of the building. In the event of additional floors being constructed as aforesaid, the water tank shall be shifted to the top of such structures at the cost of the Promoter. Even if any additional construction

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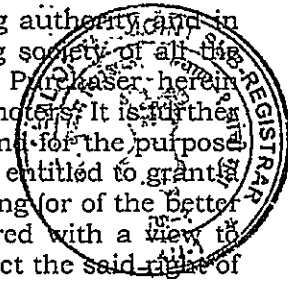
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becoming permissible on the said building after the completion of the construction of the said building, the Promoter shall be entitled to construct the same and to sell the additional tenements. The Purchaser herein and the members of the society shall admit such new intending purchasers at its members.

such new intending purchasers at its members.  
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36. IT is hereby agreed that the Promoters shall be at liberty to amalgamate and/or combine one or more plots of land adjacent to the said land and get the plan of the proposed building/s to be constructed on the land so amalgamated / combined sanctioned from the planning authority and in such event form and get registered cooperative housing society of all the flats/shops purchasers in the said buildings and the Purchaser herein shall not, in any manner object the said right of the promoters. It is further agreed that in such event (purchasers of the adjacent land for the purpose of development) the Promoter shall be at liberty and / or entitled to grant right of way from or through the said land for approaching (or of the better approach) to the adjacent lands those would be acquired with a view to developing them and the Purchaser herein shall not object the said right of the Promoter in any manner. The promoter has also clearly brought to the notice of the purchaser herein that during the course of construction they will amalgamate the adjacent lands and/or other lands with the present lands under development and in such event all the infrastructural benefits of the present land and the complex known as "Mohan Altezza" will be shared, utilized, used and enjoyed by the flat purchasers of the adjacent buildings and the purchasers herein is fully aware of the same and the purchaser herein along with the other purchasers will not raise any objections, hindrances and/or obstructions for such use of the common benefits, amenities and infrastructural facilities of the said " Mohan Altezza" by the flat/unit purchasers of the buildings constructed on the adjacent land and the same shall form an integral part of the complex known as " Mohan Altezza". It is further brought to the notice of the Purchaser and it is clearly clarified that in case the Promoter do not amalgamate the said adjacent properties and acquire the same for development, then also the Promoter is well and sufficiently entitled to grant the facilities and rights to the other purchasers of adjacent properties to avail, use, utilise and enjoy the said club house and other recreation facilities of the said "Mohan Altezza" and the Purchaser herein along with the other purchasers will not raise any objection for the same and the Purchaser has granted his/her express and irrevocable consent for the same.



37. Brochures, Pamphlets, Literature , showing Gardens, Open Space, Recreation Area or any other details in the said Plans and/ or in the Brochure, Pamphlets or otherwise, are based on Plans approved by the concerned authority/ies. Notwithstanding anything contained under this agreement, in case of any conflict with the details provided in Brochures, Pamphlets, Literature and/ or Plans and in this Agreement, the provisions of this Agreement shall prevail. The Purchaser/s confirms and consents that the Purchaser/s have purchased the said Premises solely on the basis of the terms and conditions and representations made in this Agreement and nothing contained in any brochures, pamphlets, literature or any other material shall be binding on either Party and this Agreement supersedes all earlier documents, letters, brochures and/or oral/written representations whatsoever.

38. **BINDING EFFECT**  
 Forwarding this Agreement to the Purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser until, firstly, the Purchaser 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 Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchaser (s) fails

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to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

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**ENTIRE AGREEMENT**  
This Agreement, along with its schedules and annexures, 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 premises as the case may be.

**RIGHT TO AMEND**

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

**41. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchasers of the said premises, in case of a transfer, as the said obligations go along with the said premises for all intents and purposes.

**42. SEVERABILITY**

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.

**43. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the said premises to the total carpet area of all the said premises in the Project.

**44. FURTHER ASSURANCES**

The Parties herein 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.

**45. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Purchaser, in after the Agreement is duly executed by

*राजनीश्वर (21)*

*P R Shastri*

*Raj. c.*

the Purchaser and the Promoter or simultaneously with the execution the said Agreement shall be registered at the appropriate office of the Sub-Registrar.

46. The Purchaser and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
47. That all notices to be served on the Purchaser and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Promoter by Registered Post and notified Email ID/Under Certificate of Posting at their respective addresses specified above.

It shall be the duty of the Purchaser and the promoter to inform each other their address, email ID or any change in address or email ID subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Purchaser as the case may be.

48. **JOINT PURCHASERS**

That in case there are Joint Purchasers all communications shall be sent by the Promoter to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Purchasers.

49. **Stamp Duty and Registration and statutory taxes and levies:-** The charges towards stamp duty and Registration of this Agreement as well as statutory government, Semi-Government taxes and levies, goods and service tax and all other direct and indirect taxes shall be borne by the Purchaser alone. The Purchaser shall be entitled to the benefits offered to him under the provisions of Maharashtra Stamp Act in case of any transfer of the said premises by him to any intending purchaser subject to the provisions of the said Act.
50. **Dispute Resolution:** - Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.
51. **GOVERNING LAW**  
That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.
52. This agreement shall always be subject to the provisions contained in Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under and any other provisions of Law Applicable thereto.

**FIRST SCHEDULE**

Description of the property

All that portion of land comprised of all those pieces and parcels of land lying, being and situate at village Gandhare, Taluka Kalyan, Dist Thane within the limits of Kalyan Dombivli Municipal Corporation bearing

S.No./H.No.	Area sq. mts
62/2	520
15/6/2	740
17/3	3790
18/2/1	3140

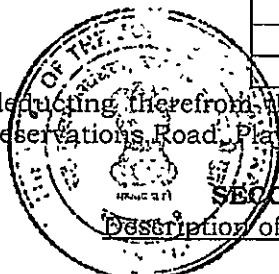
रजिस्ट्रार

P. L. Chavli

राजेश

		23/2 /1	6900
		23/2 /2	6800
		17/2/6	7640
		9/4/2	6700
सप्त क्र. ८०९	२०२३	62/1	520
		15/6/1	760
४०	९९२	9/5/1	2450
		9/5/2	2240
		15/5	5615
		23/1	335
		<b>Total →</b>	<b>48150</b>

deducting therefrom the area admeasuring 24564 sq. metres being affected by reservations, Road, Play Ground and Primary School.



**SECOND SCHEDULE ABOVE REFERRED TO**  
Description of the nature, extent of common areas and facilities

- Internal Roads and Footpaths.
- Water Supply.
- Storm Water Drains.
- Landscaping and Tree Planting.
- Street Lightening.
- Community Building.
- Solid Waste Management and Disposal.
- Water Conservation, Rain water harvesting.
- Fire Protection and Fire Safety Requirements.
- Electrical Meter Room, Sub-station, Receiving Station.
- Recreational Open Spaces.
- Parking.

**Annexure**

- ANNEXURE - A Copy of Title Report
- ANNEXURE -B Copy of Village Forms VII and XII
- ANNEXURE -C-1 Copies of plans & Layout as approved by concerned Local Authority.
- ANNEXURE - C-2 Copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project.
- ANNEXURE -D Authenticated copies of the plans and specifications of the said premises agreed to be purchased by the Purchaser as approved by the concerned local authority.
- ANNEXURE - E Specification and amenities for the Premises.
- ANNEXURE -F Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority.
- ANNEXURE -G Copies of Occupation Certificate.

**IN WITNESS WHEREOF** the parties have set and subscribed their respective hands and seals to this writing on the day and the year first hereinabove mentioned.

राजनी मरतिमा

P.R. Bhat

Rajeev

**SIGNED & DELIVERED**  
 by the within named Promoters  
**Mohan Lifespaces LLP**  
 through its authorised signatory

कल्याण-१	
दस्तावेज नं. ८०५२	२०२३
Mr. Rajesh C. Kishinsinghani	
४९	९९२

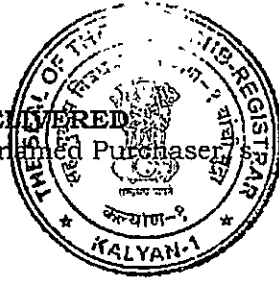


*Rajesh C.*



Mr. Rajesh C. Kishinsinghani

**SIGNED & DELIVERED**  
 by the within named Purchaser



*रजनीभरतीया*



Mrs. Rajani Rajesh Bhartia

Mr. Parth Rajesh Bhartia

*P. R. Bhartia*



**WITNESS:**

1. Name: Nikita Parth Bhartia  
 Age: 32.  
 Add: 101, Build No. 1, Vasudharaman  
 Park, Mohane Road, Shahad  
 Kalyan

*D. G. Sawal*



2. Name: Punith Kishan Bhartia  
 Age: 38  
 Add: 202, Appolonia, Triveni  
 Layout, Near Birler  
 School, Kalyan West



क.ल.ज - १	
क.ल.ज ८०५९	०२३
४२	११२

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**RECEIPT**

Received a sum of **Rs.26,11,000/- (Rupees Twenty Six Lakhs Eleven Thousand Only)** from time to time prior to execution of this agreement in the following manner

Date	Cheque No.	Amount	Bank
05.07.2023	414682	Rs.1,11,000/-	State Bank of India
10.07.2023	265461	Rs.10,00,000/-	State Bank of India
10.07.2023	265462	Rs.10,00,000/-	State Bank of India
10.07.2023	265463	Rs.5,00,000/-	State Bank of India

from the purchaser herein as and by way of advance / part consideration.

We say received

*Rajni*

**Mohan Lifespaces LLP**  
through its authorised signatory

*रजनी मरतिमा*

ANNEXURE 'A'

कल्याण-१	
दस्तावेज क्र. ८०५९	२०२३
३	११२

शैलेन्द्र द. जल्लावार  
बी.कॉम., एल.एल.बी.  
अॅडवोकेट हायकोर्ट  
१०५, विकास हाईवे, सतोशिमता रोड, कल्याण (प)  
फोन २३२२२६, २३२४४४  
email . lawmen2011@yahoo.com

Shallendra D. Jallawar  
B Com., LL.B.,  
Advocate High Court  
105, Vikas Heights, Santoshimata Road, Kalyan (West)  
Tel. 2322526, 2327447  
email - lawmen2011@yahoo.com



FLOW OF THE TITLE OF THE SAID LAND

- 1 Extracts of 7/12
- 2 Mutation Entries
- 3 Search Reports.
4. Agreement dated 06 12 2006 registered at the office of Sub Registrar of Assurances at Kalyan 2 under No 7825/2006 in respect of the land bearing Survey Nos. 62/(part), 15 /6(part), 17/3, 18/2-B, 23/2(part), 23 (part) read with General Power of Attorney registered at the office of Sub-Registrar of Assurances at Kalyan-2 under serial No 299/2006
5. Agreement dated 15 04 2011 registered at the office of Sub Registrar of Assurances at Kalyan-2 under No 3790/2011 in respect of the land bearing Survey Nos. 62/(part), 15 /6(part), 17/3, 18/2-B, 23/ 2(part), 23 (part) read with General Power of Attorney registered at the office of Sub-Registrar of Assurances at Kalyan-2 under serial No. 121/2011.
- 6 Agreement dated 31.12.2007 registered at the office of Sub Registrar of Assurances at Kalyan-1 under No 510/2008 in respect of the land bearing Survey Nos. 9/ 4/2 and 17 / 2/6 read with General Power of Attorney registered at the office of Sub-Registrar of Assurances at Kalyan-1 under serial No 68/2008
7. Agreement dated 15 04 2011 registered at the office of Sub Registrar of Assurances at Kalyan-2 under No 3789/2011 in respect of the land bearing Survey Nos 9/ 4/2 and 17 / 2/6 read with General Power of Attorney registered at the office of Sub-Registrar of Assurances at Kalyan-2 under serial No 122/2011.
- 8 Agreement dated 16 06 2005 registered at the office of Sub Registrar of Assurances at Kalyan-1 under No 4257/2005 in respect of the land bearing Survey Nos. 62/1, 15/6/1 and 9/5/1 read with General Power of Attorney registered at the office of Sub-Registrar of Assurances at Kalyan-1 under serial No 471/2005
- 9 Agreement dated 23 12.2011 registered at the office of Sub Registrar of Assurances at Kalyan-2 under No 2106/2012 in respect of the land bearing Survey Nos 62/1; 15/6/1 and 9/5/1 read with General Power of Attorney registered at the office of Sub-Registrar of Assurances at Kalyan-2 under serial No 2107/2012
- 10 Deed of Release dated 12.11 2008 registered at the office of Sub-Registrar of Assurances at Kalyan - 2 under serial No. 8617/2008 in respect of land bearing Survey No 9/5/2 admeasuring 2240 sq metres
11. Five separate Agreements dated 16 07 2011, 12 08 2011, 21 08 2012, 03.08.2011 and 03 08 2011 respectively in Survey No 9/5/2 in favour of M/s Mohan Lifespaces LLP registered at the office of Sub-Registrar of Assurances at

*(Handwritten signature)*

ANNEXURE 'A'

- 2 -

कल्याण - १	
क्र. ८०५६	२०२३
४४	११२



Kalyan - 2 under serial Nos. 7231/2011, 8829/2011, 6175/2012, 8406/2011, and 8411/2011 a respectively read with General Power of Attorneys registered at the office of Sub-Registrar of Assurances at Kalyan-2 under serial Nos 7232/2011, 277/2011, 6176/2012, 8407/2011 and 8412/2011 respectively

12. Deed of Confirmation dated 19.07 2013 registered at the office of Sub-Registrar of Assurances at Kalyan-1 under serial No 5736/2013 in respect of Survey No. 9/5/1.

13. Agreement dated 27 04.2016 registered at the office of Sub-Registrar of Assurances at Kalyan-1 under serial No.3766/2016 in respect of Survey No 15/5 & 23/1 read with General Power of Attorney registered at the office of Sub-Registrar of Assurances at Kalyan-1 under serial No No 3769/2016.

14. Deed of Mortgage dated 17.02 2020, registered at the office of Sub-Registrar of Assurances at Ulhasnagar-3 under serial No 1210/2020.


15. Letter dated 18 08.2021 issued by Advocate Shon D Gadgil, Mumbai in pending Writ Petition bearing No. 2165/2021 filed by Maahesh Mohandas Lalchandani in the High Court of Judicature at Bombay, Civil Appellate Jurisdiction

16. Revised Building Commencement Certificate issued by the Kalyan Dombivh Municipal Corporation under No. KDMC / TPD / BP / KD/ 2012-13 / 226/227 dated 30.07.2021.

17. Litigation :

Status Certificate dated 13.10.2020 issued by Advocate Kajal Paryani in respect of pending litigation bearing Special Civil Suit No.46/2015 filed in the Court of Civil Judge Senior Division at Kalyan by Shamibai Vishnu Mhatre and others in respect of Survey No 9/5/1, 62/1, 15/6/1 stating that there are no prohibitory order/injunction/stay order against the said project till date and the matter was posted on 18 12.2020 for hearing. Further the copy of the case status (online) is submitted to me and it appears that the said matter was posted on 21.06 2021 and further latest status certificate report needs to be obtained.

Letter dated 18.08 2021 issued by Advocate Shon D Gadgil in respect of pending Writ Petition bearing No. 2165/2021 filed by Maahesh Mohandas Lalchandani in the High Court of Judicature at Bombay, Civil Appellate Jurisdiction stating that the Writ Petition has not been listed hereafter and there is no Order of stay / ad-interim relief / status-quo / admission, etc , passed in the Writ Petition against Mohan Lifespaces LLP or any other parties.

  
( S. D. JALLAWAR )  
Advocate

**ANNEXURE 'A'**

**शैलेन्द्र द. जल्लवार**

बी.कॉम., एल.एल.बी.  
अॅडवोकेट हायकोर्ट

१०५, विकास हाईवे, सतोशमता रोड, कल्याण (प)  
फोन : २३२२२१६, २३२७४४७  
email : lawmen2011@yahoo.com

**Shailendra D. Jallawar**

B Com., LL.B.,  
Advocate High Court

105, Vikas Heights, Santoshmata Road, Kalyan (West)  
Tel. : 2322526, 2327447  
email : lawmen2011@yahoo.com

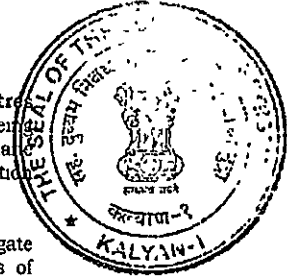
<b>कलम - १</b>	
Date : 06.05.2021	2023
४५	११२

To  
M/s Mohan Lifespaces LLP,  
G-1, Ground Floor,  
Mohan Plaza, Near Mohan Pride,  
Wayale Nagar, Kalyan (West),

**LEGAL TITLE REPORT**

**Sub:** All that portion of land admeasuring 23586 sq.metres comprised of all those pieces and parcels of land lying, being and situate at village Gandhare, Taluka Kalyan, Dist Thane within the limits of Kalyan Dombivli Municipal Corporation hereinafter referred to as the "said property".

I have been requested by M/s. Mohan Lifespaces LLP to investigate their right to develop the above said property on the basis of documents submitted as under:



**1) Description of the property**

All that portion of land admeasuring 23586 sq.metres comprised of all those pieces and parcels of land lying, being and situate at village Gandhare, Taluka Kalyan, Dist Thane within the limits of Kalyan Dombivli Municipal Corporation bearing

S.No./H No.	Area sq. mts	Name of Owners
62/2	520	Tukaram S Patil & Ors
15/6/2	740	Tukaram S Patil & Ors
17/3	3790	Tukaram S Patil & Ors
18/2/1	3140	Tukaram S. Patil & Ors.
23/2/1	6900	Tukaram S Patil & Ors.
23/2/2	6800	Tukaram S. Patil & Ors.
17/2/6	7640	Bachhuram G.Karbhari & Ors
9/4/2	6700	Bachhuram G Karbhar & Ors.
62/1	520	Shambai Vishnu Mhatre & Ors.
15/6/1	760	Shambai Vishnu Mhatre & Ors.
9/5/1	2450	Shambai Vishnu Mhatre & Ors
9/5/2	2240	Tukaram S. Patil & 4 Ors.
15/5	5615	Malubai K Madhavi & Ors
23/1	335	Malubai K. Madhavi & Ors
<b>Total →</b>	<b>48150</b>	

deducting therefrom the area admeasuring 24564 sq metres being affected by reservations of Road, Play Ground and Primary School

**2) Documents in respect of the said property**

- i) Extracts of 7/12
- ii) Relevant Mutation Entries.

*(Handwritten signature)*



कलियान-१	
क्र.सं. ८०५२	२०२३
४६	११२

ANNEXURE 'A'

- 2 -



- ii) Agreement dated 06.12.2006 between Shri Tukaram Sukrya Patil and Others as the Owners and M/s Mahaveer Traders and two others as Developers registered at the office of Sub Registrar of Assurances at Kalyan-2 under No. 7825/2006 in respect of the land bearing Survey Nos. 62/(part), 15 /6(part), 17/3, 18/2-B, 23/2(part), 23 (part) read with General Power of Attorney registered at the office of Sub-Registrar of Assurances at Kalyan-2 under serial No. 299/2006.
- iv) Agreement dated 15.04.2011 between Shri Tukaram Sukrya Patil and Others as the Owners and M/s Mahaveer Traders and two others as Assignors and M/s Mohan Lifespaces LLP registered at the office of Sub Registrar of Assurances at Kalyan-2 under No. 3790/2011 in respect of the land bearing Survey Nos. 62/(part), 15 /6(part), 17/3, 18/2-B, 23/ 2(part), 23 (part) read with General Power of Attorney registered at the office of Sub-Registrar of Assurances at Kalyan-2 under serial No 121/2011.
- v) Agreement dated 31.12.2007 between Shri Bachuram Ganpat Karbhari and Others as the Owners and M/s. Jay Khodiyar Enterprises and Shri Rajesh Omprakash Gupta as Developers registered at the office of Sub Registrar of Assurances at Kalyan-1 under No. 510/2008 in respect of the land bearing Survey Nos 9/ 4/2 and 17 / 2/6 read with General Power of Attorney registered at the office of Sub-Registrar of Assurances at Kalyan-1 under serial No. 68/2008.
- vi) Agreement dated 15.04.2011 between Shri Bachhuram Ganpat Kharbhari and others as Owners, M/s. Jay Khodiyar Enterprises and Shri Rajesh Omprakash Gupta as the Assignors and M/s. Mohan Lifespaces LLP registered at the office of Sub Registrar of Assurances at Kalyan-2 under No. 3789/2011 in respect of the land bearing Survey Nos. 9/ 4/2 and 17 / 2/6 read with General Power of Attorney registered at the office of Sub-Registrar of Assurances at Kalyan-2 under serial No 122/2011.
- vii) Agreement dated 16.06.2005 between Smt. Shamibai Vishnu Mhatre and Others as the Owners, Shri Laxman Kalu Patil and Others as First Confirming, M/s. Bhanu Corporation as Second Confirming Part and. Shri Chandrakant Shivram Aher and Others as Third Confirming Part and M/s. Vijay Builders and Developers as the Developer registered at the office of Sub Registrar of Assurances at Kalyan-1 under No. 4257/2005 in respect of the land bearing Survey Nos. 62/1, 15/6/1 and 9/5/1 read with General Power of Attorney registered at the office of Sub-Registrar of Assurances at Kalyan-1 under serial No. 471/2005.

*(Signature)*

ANNEXURE 'A'

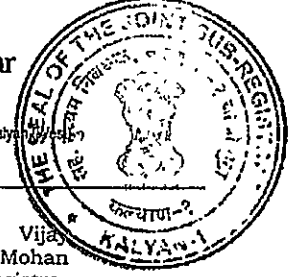
कार्यालय - १	
दस्तावेज क्र. ८०५८	२०२३
४७०	११२

शैलेंद्र द. जल्लावार  
बी.कॉम., एल.एल.बी.  
अॅडवोकेट हायकोर्ट

१०५, विकास हाईवे, संतोषमता रोड, कल्याण (प)  
फोन २३२२५१६, २३२०४४७  
email : lawmen2011@yahoo.com

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105, Vikas Heights, Santoshmata Road, Kalyan (P)  
- 3 Tel : 2322526, 2327447  
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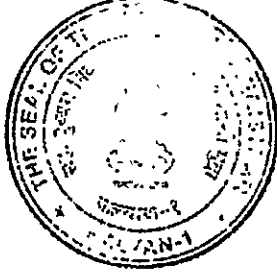
- viii) Agreement dated 23.12.2011 between M/s. Vija Builders and Developers as Vendor and M/s. Mohan Lifespaces LLP registered at the office of Sub Registrar of Assurances at Kalyan-2 under No. 2106/2012 in respect of the land bearing Survey Nos. 62/1, 15/6/1 and 9/5/1 read with General Power of Attorney registered at the office of Sub-Registrar of Assurances at Kalyan-2 under serial No. 2107/2012.
- ix) Deed of Release dated 12.11.2008 registered at the office of Sub-Registrar of Assurances at Kalyan - 2 under serial No. 8617/2008 between Smt. Fasubai Sukrya Patil and Others as Releasors and Shri Ganesh Baliram Patil, Shri Balkrishna Ganpat Patil, Shri Nandu (Nanda) Sukrya Patil, Shri Tukaram Sukrya Patil and Shri Gyanba Sukrya Patil as the Releasee in respect of land bearing Survey No 9/5/2 admeasuring 2240 sq. metres
- x) Five separate Agreements executed by Shri Ganesh Baliram Patil, Shri Balkrishna Ganpat Patil, Shri Nandu (Nanda) Sukrya Patil, Shri Tukaram Sukrya Patil and Shri Gyanba Sukrya Patil on 16.07.2011, 12.08.2011, 21.08.2012, 03.08.2011 and 03.08.2011 respectively granting their respective share, right, title, interest and holding in Survey No. 9/5/2 in favour of M/s.Mohan Lifespaces LLP registered at the office of Sub-Registrar of Assurances at Kalyan - 2 under serial Nos 7231/2011, 8829/2011, 6175/2012, 8406/2011, and 8411/2011 a respectively read with General Power of Attorneys registered at the office of Sub-Registrar of Assurances at Kalyan-2 under serial Nos 7232/2011, 277/2011, 6176/2012, 8407/2011 and 8412/2011 respectively
- xi) Order under section 20 of the Urban Land (Ceiling and Regulation) Act, 1976 bearing No.ULC/ULN/Section 20 (new)/ SR-523 dated 09.06.2005 read with extension bearing No ULC /ULN / Section 20(new)/ SR - 523 / outward No 607 dated 08.02.2013 in respect of Survey No. 9/5/1.
- xii) Non-agricultural permission granted by the Collector, Thane under No.Mahasul / K-1 / T-VII / NAP / Gandhare - Kalyan / SR -201 /2012 dated 15.04.2013 for the land admeasuring 35500 sq. metres.
- xiii) Deed of Confirmation dated 19.07.2013 executed by Suresh Namdev Mhatre and Arun Namdev Mhatre as Assignors and M/s. Mohan Lifespaces LLP as Purchaser / Developer and Smt Shamibai Vishnu Mhatre and Others as Owners registered at the office of Sub-Registrar of Assurances at Kalyan-1 under serial No. 5736/2013 in respect of Survey No 9/5/1

df

करणी - १	
दस्ता क्र. ८०५९	२०२३
४८	११२

ANNEXURE 'A'

- 4 -



- xiv) Building Commencement Certificate issued by the Kalyan Dombivli Municipal Corporation under No. KDMP / NRV / BP / KV/ 2012-13 / 226/40 dated 04.05.2013
- xv) Agreement dated 27.04.2016 registered at the office of Sub-Registrar of Assurances at Kalyan-1 under serial No.3766/2016 executed between M/s. Moreshwar Builders and Developers as the Vendors / Assignors, Mahubai Kashmath Madhavi as the Owners and M/s Mohan Lifespaces LLP as Purchaser / Developer in respect of Survey No. 15/5 & 23/1 read with General Power of Attorney registered at the office of Sub-Registrar of Assurances at Kalyan-1 under serial No.3769/2016.
- xvi) Revised Building Commencement Certificate issued by the Kalyan Dombivli Municipal Corporation under No. KDMP / NRV / BP / KV/ 2012-13 / 226/418 dated 14.03.2017.
- xvii) Deed of Mortgage dated 17.02.2020, registered at the office of Sub-Registrar of Assurances at Ulhasnagar-3 under serial No.1210/2020 executed by M/s. Mohan Lifespaces LLP in favour of Axis Bank Limited
- xviii) Status Report dated 13.10.2020 issued by Advocate Kajal Paryam in pending litigation bearing Special Civil Suit No. 46/2015 filed in the Court of Civil Judge Senior Division at Kalyan by Shambai Vishnu Mhatre and others in respect of Survey No. 62/1, 15/6/1 and 9/5/1.
- xix) Search Reports
- xx) Letter dated 18.08.2021 issued by Advocate Shon D. Gadgil, Mumbai in pending Writ Petition bearing No. 2165/2021 filed by Maahesh Mohandas Lalchandani in the High Court of Judicature at Bombay, Civil Appellate Jurisdiction
- xxi) Revised Building Commencement Certificate issued by the Kalyan Dombivli Municipal Corporation under No. KDMC / TPD / BP / KD/ 2012-13 / 226/227 dated 30.07.2021.

3) 7/12 extracts

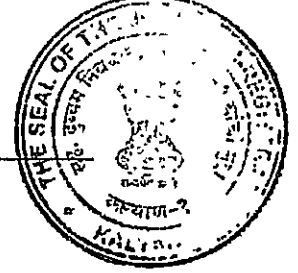
- i) Extract of 7/12 in respect of captioned property issued by Talathi Kalyan, Taluka Kalyan, District Thane on 28.09.2020
- ii) Mutation Entries stating the ownership of the in the name of the Tukaram S. Patil and others, Bachuram G. Karbhari and others and Malubai K. Madhavi and others

ANNEXURE 'A'

दस्तावेज - १	
दस्तावेज क्र. ४५६	२०२३
४६	११२

शैलेन्द्र द. जल्लवार  
बी.कॉम., एल.बी.  
अडवोकेट हायकोर्ट  
१०५, विकास हाईवे, सातोधीमठा रोड, कल्याण (प)  
फोन : २३२२५२६, २३२१४४७  
email lawman2011@yahoo.com

Shailendra D. Jallawar  
B.Com., LL.B.  
Advocate High Court  
105, Vikas Heights, Saathmaza Road, Kalyan (West)  
- 5 Tel 2322526, 2321447  
email lawman2011@yahoo.com



4) Search Reports

- i) Search reports issued by Shri G S Jagtap

5) Qualifying comments

On perusal of the above documents, I am of the opinion and I hereby certify that the title of the Owners to the above referred property is clear and marketable subject to the charge of Axis Bank Limited as created under the Deed of Mortgage dated 17.02.2020, registered at the office of Sub-Registrar of Assurances at Ulhasnagar-3 under serial No 1210/2020, subject to the outcome of

- (i) the pending litigation bearing Special Civil Suit No.46/2015 filed in the Court of Civil Judge Senior Division at Kalyan by Shamibai Vishnu Mhatre and others in respect of Survey No 62/1, 15/6/1 and 9/5/1 as well as subject to the exemption order passed under section 20 of the Urban Land (Ceiling and Regulation) Act 1976 as regards the Survey No 9/5/1.
- (ii) the pending Writ Petition bearing No. 2165/2021 filed by Maahesh Mohandas Lalchandani in the High Court of Judicature at Bombay

I have perused the status certificate dated 13.10.2020 issued by Advocate Kajal Paryani in respect of pending litigation bearing Special Civil Suit No.46/2015 filed in the Court of Civil Judge Senior Division at Kalyan by Shamubai Vishnu Mhatre and others in respect of Survey No. 9/5/1, 62/1, 15/6/1 stating that there are no prohibitory order/injunction/stay order against the said project till date and the matter was posted on 18.12.2020 for hearing and further the copy of the case status (online) is submitted to me and it appears that the said matter was posted on 21.06.2021 and further latest status certificate report needs to be obtained

I have perused the Letter dated 18.08.2021 issued by Advocate Shon D Gadgil in respect of pending Writ Petition bearing No. 2165/2021 filed by Maahesh Mohandas Lalchandani in the High Court of Judicature at Bombay, Civil Appellate Jurisdiction stating that the Writ Petition has not been listed hereafter and there is no Order of stay / ad-interim relief / status-quo / admission, etc., passed in the Writ Petition against Mohan Lifespaces LLP or any other parties

The copies of letter issued by Advocate Kajal Paryani as well as Advocate Shon D. Gadgil are enclosed herewith.

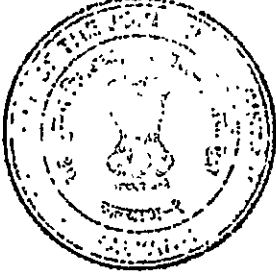
I have perused the agreements, power of attorneys and other relevant deeds and documents in respect of abovesaid properties and in terms thereof as well as by and under the powers and authorities vested in M/s. Mohan Lifespaces LLP and further in accordance with the above referred sanctioned plans, permissions and orders M/s. Mohan Lifespaces LLP is well and sufficiently entitled to develop the said property and to sell the flats/shops/units to intending purchasers

*(Handwritten signature)*

ANNEXURE 'A'

कलन-१	
दस्ता क्र २०५९	२०२३
५०	९९२

- 6 -



The report reflecting the flow of the title of the owner on the said land is enclosed herewith as annexure.

I have also gone through the search reports taken at the office of Sub-Registrar of Assurances at Kalyan and the search reports and except the entries of Indemnity Bond for surrender of land, lis-pendens and mortgage deed there are no other entries which may fall in the category of encumbrances on the said property

This Report is based on the information provided, documents furnished and searches carried out in the Office of Sub-Registrar of Assurances at Kalyan and in the event there are any new or additional documents which are not furnished to me or the facts may be different or informed to me subsequently, it could have material impact on my observations and conclusions

  
( S. D. JALLAWAR )  
Advocate





**ANNEXURE 'B'**

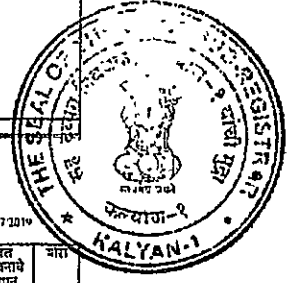
अवकाश दिनांक 10/10/2019

गाव नमुना सार्व  
अधिकार अभिलेख पत्रक  
। महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवहा (संपन्न करणे व सुनिश्चित ठेवणे) नियम, 1954 यातील नियम 2, 5, 6 आणि 8।

गाव - गंधारे तालुका - कल्याण जिल्हा - ठाणे सेक्टरचा पेरकार क्रमांक - 1351 व दिनांक - 11/07/2019

भूमापन क्रमांक व उपविभाग	भू-धारकाचे नाव	भोगवटदाराचे नाव	क्षेत्र	आकार	प्रा.सं.	ऊ.पा.	सतत किंमत
भूमापन क्रमांक 912	भोगवटदाराचे नाव						
सतत स्थानिक मूल्य :-							
मूल्य एकक	304 चौ. मी.	मिनाबा सुकन्या घाटीत					1111
दिनांक	11-07-00	याच सुकन्या घाटीत					1111
दिनांक	0.30	बेसी टकराच सुकन्या					1111
विस्तार		कल्याण भागवत सुकन्या					1111
भागावट		सेक्टरात मूळ ठेके मंजूर यादीत					1111
उरी		सुकन्या सेक्टर मंजूर					1111
परतंत्र		देवकाई मंजूर ठेके मंजूर यादीत					1111
इतर		1 मंजूर सुकन्या घाटीत					1111
एकूण क्षेत्र		सुकन्या घाटीत सुकन्या घाटीत					1111
पार सुकन्या घाटीत अंकन		प्रतिबंध सुकन्या घाटीत					1111
सर्वांचे		सुकन्या घाटीत					1111
सर्वांचे		सुकन्या घाटीत	27.40.00	0.30			1111
एकूण क्षेत्र	0.00.00	मिनाबा सुकन्या घाटीत					1111
आकाराचे	0.00	सुकन्या घाटीत					1111
दुसरे किंवा तिसरे		सुकन्या घाटीत					1111
अकारणी		सुकन्या घाटीत	27.40.00	0.30			1111

**क्र. 9**  
सतत क्र. 204E 2023  
43 992



गाव नमुना सार्व  
अधिकार अभिलेख पत्रक  
। महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवहा (संपन्न करणे व सुनिश्चित ठेवणे) नियम, 1954 यातील नियम 2, 5, 6 आणि 8।

गाव - गंधारे तालुका - कल्याण जिल्हा - ठाणे सेक्टरचा पेरकार क्रमांक - 1351 व दिनांक - 11/07/2019

वर्ष	इमान	मिनाबा सुकन्या घाटीत						मिनाबा सुकन्या घाटीत			सावकाशातील		वस्तु	मती
		मिनाबा सुकन्या घाटीत	वस्तु	अजल	मिनाबा सुकन्या घाटीत	वस्तु	अजल	मिनाबा सुकन्या घाटीत	वस्तु	अजल	स्वरूप	क्षेत्र		
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2017-18 रायस  
दिवस - 2019  
सांकेतिक क्रमांक - 2721001241330002122819111





**ANNEXURE 'B'**

अहवाल दिनांक 12/07/2019

गाव नमुना घाट  
अधिकार अभिलेख पत्रक  
( महाराष्ट्र वर्गीय महसूल अधिकार अभिलेख आणि नोंदवही ) तयार करणे व सुविधीत ठेवणे ) नियम, १९७९ यादीत नियम ३,६,६ अणुि ७ )

गाव - पोथारे      वार्ड/का - कल्याण      जिल्हा - ठाणे      शेवटचा फेरफार क्रमांक 1291 व दिनांक 14/01/2018  
भूमापन क्रमांक व उपविभाग - 1584

भूमापन क्रमांक व उपविभाग 1584	भूमापना पत्रकी भागाद्वारा दर्शविलेले	भोगदादाराचे नाव				जात क्रमांक
भोगदादाराचे स्थानिक नाव -		शेज	आकार	घो.सं.	उ.सं.	
भूमापन क्रमांक -	अ.स. पो. मं.					
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वरी						100

गाव नमुना घाट  
अधिकार अभिलेख पत्रक  
( महाराष्ट्र वर्गीय महसूल अधिकार अभिलेख आणि नोंदवही ) तयार करणे व सुविधीत ठेवणे ) नियम, १९७९ यादीत नियम ३,६,६ अणुि ७ )  
गाव - पोथारे      वार्ड/का - कल्याण      जिल्हा - ठाणे      शेवटचा फेरफार क्रमांक 1291 व दिनांक 14/01/2018  
भूमापन क्रमांक व उपविभाग - 1584

वर्ष	हंगाम	मिळविलेले क्षेत्र						निर्भर क्षेत्र			सावधानता		जमत	वस्तु
		मिळविलेले क्षेत्र	अवैध क्षेत्र	अवैध क्षेत्र	अवैध क्षेत्र	अवैध क्षेत्र	अवैध क्षेत्र	अवैध क्षेत्र	अवैध क्षेत्र	अवैध क्षेत्र	अवैध क्षेत्र			
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	
		अ.स. पो. मं.	अ.स. पो. मं.	अ.स. पो. मं.	अ.स. पो. मं.	अ.स. पो. मं.	अ.स. पो. मं.	अ.स. पो. मं.	अ.स. पो. मं.	अ.स. पो. मं.	अ.स. पो. मं.	अ.स. पो. मं.	अ.स. पो. मं.	

गाव नमुना घाट  
अधिकार अभिलेख पत्रक  
( महाराष्ट्र वर्गीय महसूल अधिकार अभिलेख आणि नोंदवही ) तयार करणे व सुविधीत ठेवणे ) नियम, १९७९ यादीत नियम ३,६,६ अणुि ७ )  
दिनांक - 06/12/2019  
सांकेतिक क्रमांक - 372100124113300002122019113

(नाम - श्री. कल्याण देवराज गजपूरकर)  
वसती - कल्याण - कल्याण जिल्हा

**कलम - १**

वस्तु क्र. ८०५८      २०२३

५५      ९९२

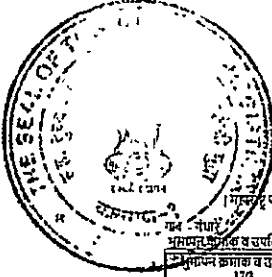






कॉलन - १  
 दात क्र. ८०५९ | २०२३  
 ५६ | ९९२

ANNEXURE 'B'



अहवाल दिनांक ०५/१२/२०१९

गाव न्याय सभाग  
 अधिकार अभिलेख पत्रक  
 [महाराष्ट्र जमीन महसूल अधिकार अभिलेख अधिनियम १९६१ मधील नियम २९, जाणिवे १]  
 दिनांक - ०६/१२/२०१९  
 गाव न्याय सभाग  
 सहायक सचिव  
 [महाराष्ट्र जमीन महसूल अधिकार अभिलेख अधिनियम १९६१ मधील नियम २९, जाणिवे १]  
 दिनांक - ०६/१२/२०१९  
 गाव न्याय सभाग  
 सहायक सचिव

वस्तुचे स्थानिक नाव	क्षेत्र	अकार	पौ.स.	पे.स.	वस्तुचे स्थानिक
रु.ए.ए. ३७ ०० ००					११११
वि.सं. ७६९					१११२
वि.सं. ७६९					१११३
वि.सं. ७६९					१११४
वि.सं. ७६९					१११५
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वि.सं. ७६९					१२००

गाव न्याय सभाग  
 अधिकार अभिलेख पत्रक  
 [महाराष्ट्र जमीन महसूल अधिकार अभिलेख अधिनियम १९६१ मधील नियम २९, जाणिवे १]  
 दिनांक - ०६/१२/२०१९  
 गाव न्याय सभाग  
 सहायक सचिव

पत्र	संकेत क्रमांक	पिकासाठी क्षेत्र						पिकासाठी क्षेत्र			सांगवलेले उपपत्र नमूनेची प्रती		पत्र	संकेत क्रमांक
		पिकासाठी क्षेत्र	पिकासाठी क्षेत्र	पिकासाठी क्षेत्र	पिकासाठी क्षेत्र	पिकासाठी क्षेत्र	पिकासाठी क्षेत्र	पिकासाठी क्षेत्र	पिकासाठी क्षेत्र	पिकासाठी क्षेत्र	पिकासाठी क्षेत्र			
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गाव न्याय सभाग  
 अधिकार अभिलेख पत्रक  
 [महाराष्ट्र जमीन महसूल अधिकार अभिलेख अधिनियम १९६१ मधील नियम २९, जाणिवे १]  
 दिनांक - ०६/१२/२०१९  
 गाव न्याय सभाग  
 सहायक सचिव



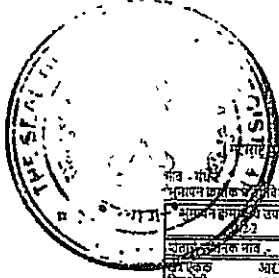






करण-१  
 क्र. ८०५६ २०२३  
 २२ | ११२

ANNEXURE 'B'



अवकाश दिनांक : ०६/१२/२०१९

माव नमूना सार  
 अधिकार अभिलेख प्रत्येक  
 महीने महसूल अधिकार अभिलेख आणि नोंदवहा (साग करणे व सुविधीत देखणे) नियम, १९७१ यातील नियम ३५, ३६ आणि ७।  
 माव - नं.पारं तातुका - कल्याण जिल्हा - ठाणे जेवढ्या फेरफार क्रमांक १५१६ दिनांक ११/०७/२०१९  
 भ्रमान्तर क्रमांक व उपविभाग : २३/२/२

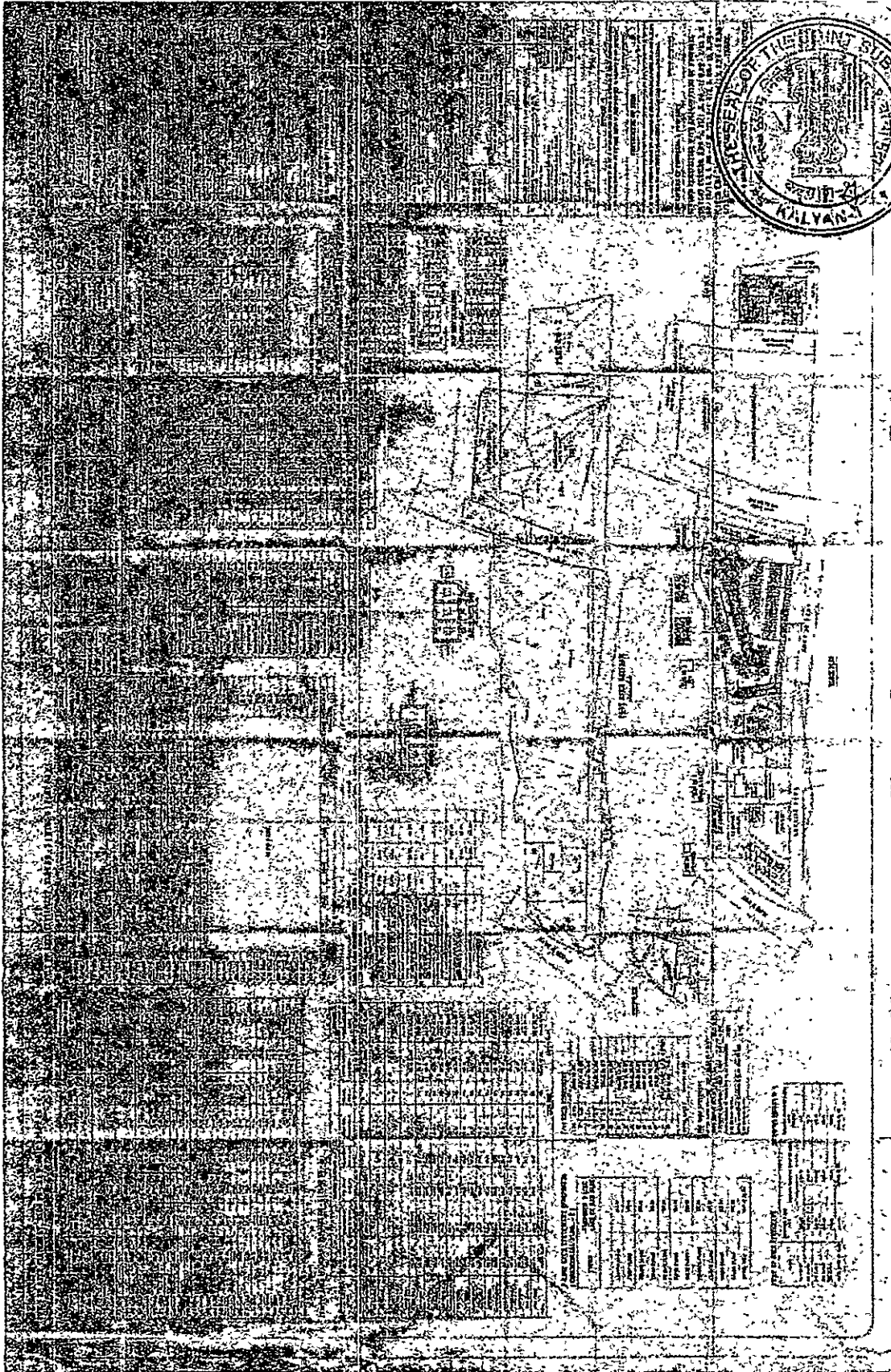
वस्तुसंज्ञक नाव	मूल्य	अकार	पा.स	क्र.फा	खाले क्रमांक
मूल्य एकूट	०६,०२,००			(११११)	२७६
विना घाली				(१११२)	कुळ्याचे नाव
विना घाली अकराची ०.११				(११३३)	द्वार अधिकार
अकराचा				(११३४)	
सागवत				(११३५)	
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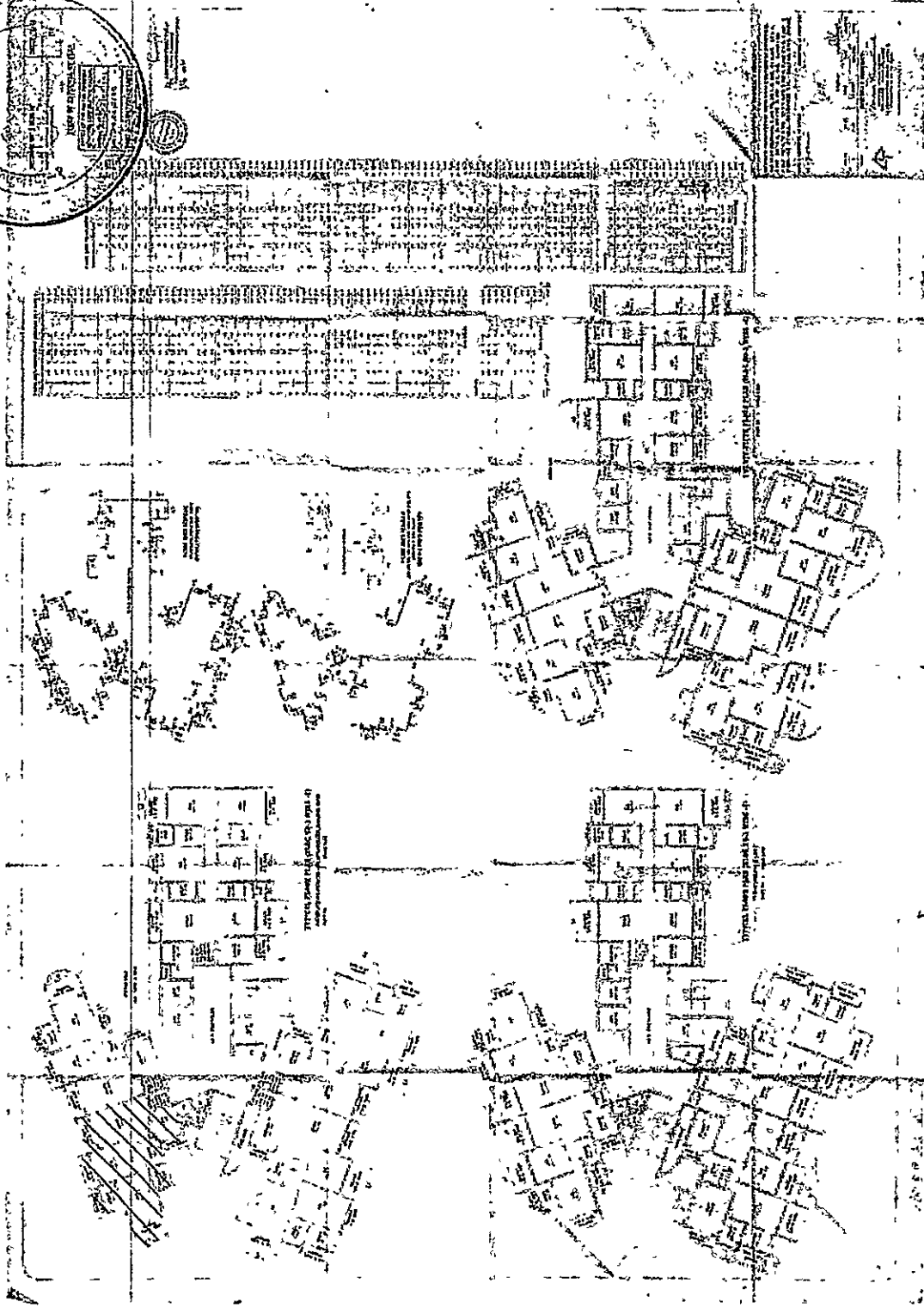
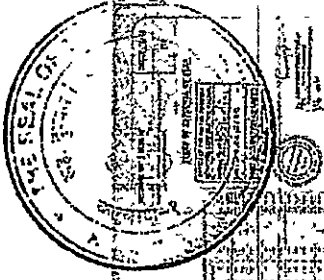
ANNEXURE 'C'

कलम-९	
दस्ता क्र. ८०५९	२०२३
६५	११२



कलम-१	
दस्ता क्र. ८०५९	२०२३
२६	११२

ANNEXURE 'D'



राजनी मरतिया

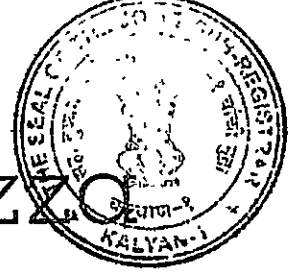
Rajna

ANNEXURE 'E'

M/s Mohan Lifespaces LLP

... न-९	
दात क्र. ८४९	२०२३
९१०	९९२

**MOHAN**  **altezza**



LIST OF AMENITIES

STRUCTURE

- Earthquake resistant structure

FLOORING

- Master Bedroom: Wooden flooring
- Other rooms: Italian marble flooring
- Balcony / Deck: Outdoor patio in matt finished vitrified tile flooring
- Utility: Vitrified tile flooring

FRAMES

- Teak wood frames on main door and bedroom doors.
- Granite frame on bathroom door

DOORS

- Decorative laminated flush main door with brass fitting and lock.
- Laminate flush bedroom doors with tabular lock.

WINDOWS

- Decorative Granite frames on all windows.
- Full size colour powder aluminium windows.

WALL FINISH

- Double coat plastered external walls with highly durable acrylic paints.
- POP Covered internal walls with elegant plastic paint finish
- POP covered ceiling surfaces with elegant paint finish
- Decorative paints finish in floor lobbies.

ELECTRICALS

- Pre-installed light and fan fittings
- Concealed conduits with copper wiring
- Modular switches (Anchor Woods/L&T/Honeywell or equivalent)
- Concealed copper wiring with MCB (Miniature Circuit Breaker)
- Branded quality modular switches throughout the flat.
- Telephone point in living room and master bedroom.
- Cable point in living room and master bedroom.
- Inverter wiring in each flat.

KITCHEN

- Complete modular kitchen
- Italian marble flooring

रजनी मरानया

*Signature*

कालन-१	
कना.क्र. ८०५९	२०२३
६६	११२

ANNEXURE 'E'

**WASHROOMS**

- Vitrified flooring
- Wash basin with counter
- Finest quality fittings and sanitary ware (RAK/American Standard/ROCO or equivalent)
- CP-Fittings(Globe/Kludi/Jaguar or equivalent)
- Separate wet/dry area with glass shower cubicles
- Hot & Cold diverters for all showers
- Exhaust fan

**OTHER COMMON AMENITIES**

- Entrance lobby and Staircases: Granite / Vitrified tile flooring
- CCTV monitoring in entrance lobby and public areas
- Waiting lounge: Imported marble/Tiles flooring
- Acrylic emulsion paint for common areas
- 100% DG back-up to provide emergency power for elevators & common utilities
- Air-conditional lobbies

**SECURITY SYSTEMS**

- Video door phone
- Integrated fire protection systems
- Gates with swipe card access
- Emergency Security Systems

**WATER SUPPLY**

- Pressurized water supply system

**UTILITIES**

- Garbage Disposal System
- Schindler / OTIS / KONE or equivalent 2 passenger elevators in each tower
- Schindler / OTIS / KONE or equivalent 1 stretcher lift, of 15 to 20 person capacity, in each tower
- Concierge Desk
- Refuge Area

**AIR CONDITIONING**

- air conditioning with split units in all rooms

**OTHERS**

- FTTH (Fibre To The Home) for data services on subscription basis
- DTH connection on subscription basis
- Intercom connections to concierge desk, health club, security, parking & other apartments
- Teakwood frame doors with designer shutters

रजनी शर्मा

Rajni.c.

कलन-१

दि. २०/४/२०२३

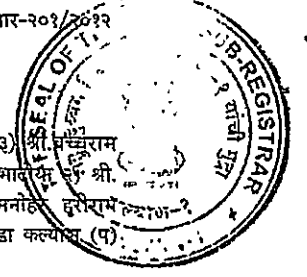
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क्र.महसूल/कक्षा-१/टे-७/एनएपी/गंधारे-कल्याण/एसआर-२०१/२०१२

जिल्हाधिकारी कार्यालय ठाणे

दिनांक ५ APR 2013



चाचले :-

१. श्रीम.शमीबाई विष्णू म्हात्रे व इतर, २) श्रीम.फसुबाई सुक-या पाटील व इतर ३) श्री.प्रचिनराम गणपत कारभारी यांचे नोंदणीकृत कुळनूखत्यापत्र धारक. १) श्री.हरी मूलचंद भावराव यांचे श्री. ओमप्रकाश नंदलाल मनचंदया ३) श्री अमित रमेशलाल गांधी ४) श्री. मनोहर सुरीराम मनचंदया पत्ता जी-१, मोहन प्लाझा, मोहन प्राईड जवळ, चायलोनगर,खडकपाडा कल्याण (१) ता. कल्याण जि. ठाणे यांचा दि. २२/९/२०११, दि. ४/१२/२०१२ रोजीचा अर्ज.
२. तहसिलदार कल्याण यांचेकडील चौकशी अहवाल १) क्र.जमिनबाब/टे-२/कावि-१७७४/एसआर-१४० दि. ५/१०/२०११ व २) क्र.जमिनबाब/टे-२/कावि-२७०८/एसआर-१७२ दि. १९/१२/२०१२
३. सहाय्यक संचालक नगररचना, कल्याण-डोबिबली महानगरपालिका, कल्याण यांचेकडील अंतरिम स्वरुपाचे मजुरी पत्र क्र. कडॉमपा/ नरवि/बाप/कवि/५४ दि. १९/९/२०११ व सुधारित अंतरिम स्वरुपाचे मजुरी पत्र क्र. कडॉमपा/ नरवि/बाप/कवि/२०१२-१३/२२६ दि.२०/११/२०१२
४. दैनिक "महाराष्ट्र जनमुद्रा" या जिल्हास्तरीय वृत्तपत्रामध्ये दि.२७/९/२०११ व दैनिक "महाराष्ट्र सम्राट" दि.१८/१२/२०१२ रोजी व दैनिक "जनमत" या तालुकास्तरीय वृत्तपत्रामध्ये दि.२७/९/२०११ व दि.१३/१२/२०१२ रोजी प्रसिध्द केलेला जाहीरनामा
५. भूसंपादन शाखेकडील अनौपचारिक संदर्भ क्र.
  - १) उपजिल्हाधिकारी (भूसंपादन), लघु पाटबंधारे, ३ रा माळा ठाणे यांचेकडील क्र भूसं/लपा/एसआर क्र. ६१७१ दि. २८/९/२०११ व क्र. भूसं/लपा/ एसआर क्र. ३१८४ दि १३/१२/२०१२
  - २) भुमी संपादन विशेष अधिकारी (विशेष घटक), ठाणे यांचेकडील क्र.भूसंविअ/नाहदा/१५११ दि. ९/११/२०११ व क्र भूसंविअ/नाहदा/२२२२ दि. २०/१२/२०१२
  - ३) उपजिल्हाधिकारी (भूसंपादन), मेट्रो सॅटर-३, ठाणे यांचेकडील क्र. भूसं./मे.सॅ.३/एसआर-८६४ दि. २९/९/२०११ व क्र. भूसं./मे.सॅ.३/एसआर-१३२६ दि २६/१२/२०१२
  - ४) उपविभागीय अधिकारी ठाणे विभाग ठाणे यांचेकडील क्र.टिडी/टे-५/भू.सं.दा./कावि-/एसआर-३६८/२०११ दि. २७/९/२०११ व क्र.टिडी/टे-५/भू.सं.दा./कावि-/एसआर-४३५/२०१२ दि. १७/१२/२०१२
  - ५) उपजिल्हाधिकारी (भूसंपादन), उल्हास खोरे प्रकल्प ठाणे यांचेकडील क्र.भूसंपादन/टे.नं.४/सी-६१४०९ दि.१८/१०/२०११ व क्र.भूसंपादन/टे.नं.४/सी- ६७७३७ दि. १९/१२/२०१२
  - ६) उपजिल्हाधिकारी (भूसंपादन), लघु पाटबंधारे ठाणे ५ वा माळा यांचेकडील क्र. भूसंपादन/एसआर/टे-१/वशि-०९/टे-३/जा.क्र.२२७५/११ दि.५/१०/२०११ व क्र. भूसंपादन/एसआर/टे-१/वशि ४०८७ दि. २७/१२/२०१२
६. उप जिल्हाधिकारी व सक्षम प्राधिकारी, उल्हासनगर नागरी संकुलन यांचेकडील १) क्र.युएलसी/युएलएन/६(१)/ एसआर-१४ गंधारे दि.२९/५/१९८५ २) क्र.युएलसी/युएलएन/सेक्शन-(२)६(एन) एसआर-५२३ दि.९/६/२००५ ३) क्र.युएलसी/युएलएन/६(१)/एसआर-४५ गंधारे दि.११/९/२००७ ४) क्र.युएलसी/युएलएन/६(१)/एसआर-१४ गंधारे दि.३०/१२/२०११
७. नगर विकास विभाग मंत्रालय,मुंबई यांचेकडील पत्र क्र.मुदत-२००८/प्र.क्र.२६१/नाजकघा-३ दि.७/११/२००८
८. उप जिल्हाधिकारी व सक्षम प्राधिकारी, उल्हासनगर नागरी संकुलन यानी त्यांचेकडील क्र. युएलसी/युएलएन/क-२०(नवे)/एसआर-५२३/जा.क्र.६०७ दि.८/२/२०१३
- ९ अर्जदार यांनी सादर केलेले शपथपत्र बंधपत्र दि. २७/११/२०१२
- १० अर्जदार यानी सादर केलेले प्रतिज्ञापत्र दि. २१/९/२०११ व क्षतिपुर्ती बंधपत्र दि.२७/११/२०१२
११. अर्जदार यांनी सादर केलेले हमीपत्र दि. ३०/३/२०१३

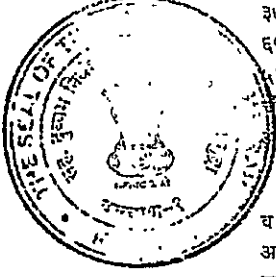
आदेश :-

उया अर्थी, उपोद्घातातील अनु क्र. १ यांनी ठाणे जिल्हयातील कल्याण तालुक्यातील मीजे-गंधारे येथील येथील १) स.नं./हि.नं. ९/५/१ क्षेत्र २४५०-०० चौ.मी. २) स.नं./हि.नं. १५/६/१ क्षेत्र ७६०-०० चौ.मी. ३) स.नं./हि.नं. ६२/१ क्षेत्र ५२०-०० चौ.मी. ४) स.नं./हि.नं. ९/५/२ क्षेत्र





करनाम - १	
वसा क्र. ८०५२	२०२३
७०	११२ २३



क्र.महसूल/कक्ष-१/टे-७/एनएपी/गयारे-कल्याण/एसआर-२०१/२०१२  
 २२४०-०० चौ.मी. ५) स नं./हि.नं. १५/६/२ क्षेत्र ७४०.०० चौ.मी. ६) स नं./हि.नं. १७/३ क्षेत्र  
 ३७९०.०० चौ.मी. ७) स नं./हि.नं. १८/२/१ क्षेत्र ३१४०.०० चौ.मी. ८) स.नं./हि.नं. २३/२/१ क्षेत्र  
 ६९००-०० चौ.मी. ९) स नं./हि.नं. २३/२/२ क्षेत्र ६८००-०० चौ.मी. १०) स नं./हि.नं. ६२/२ क्षेत्र  
 ५२०-०० चौ.मी. ११) स नं./हि.नं. १७/२/६ क्षेत्र ७६४०-०० चौ.मी. असे एकूण क्षेत्र ३५५००-००  
 चौ.मी. जमिनीस रहिवास व वाणिज्य प्रयोजनार्थ वापर करण्यासाठी विनशेती परवानगी मिळण्याबाबत  
 अर्ज केलेला आहे.

ज्याअर्थी, अर्जदार यांनी दि. १८/१२/२०१२ रोजीचे "महाराष्ट्र सम्राट" या जिल्हास्तरीय  
 व दि. १३/१२/२०१२ रोजीचे "जनमत" या तालुकास्तरीय घृतपत्रात जाहिरनामा प्रसिध्द करणेत आला  
 आहे. सदर जाहिरनाम्याचे अनुषंगाने विनशेती परवानगी देणेंस हरकत असलेबाबत हरकती अर्ज दाखल  
 करणेत आलेले होते. सदरचे हरकती अर्ज इकडील कार्यालयाचे पत्र दि. ३०/३/२०१३ अन्वये निकाली  
 काढणेत आलेले आहेत.

आणि ज्या अर्थी कल्याण-डोंबिवली महानगर पालिका, कल्याण यांनी त्याचेंकडील क्र.  
 कडोंमपा/ नरवि/बाप/कायि/२०१२-१३/२२६ दि. २०/११/२०१२ अन्वये मौजे-गंधारे ता. कल्याण येथील  
 स.नं./हि.नं. ९/५/१, ९/५/२, १५/६/१, १५/६/२, १७/२/६, १७/३, १८/२/१, २३/२/१, २३/२/२, ६२/१,  
 ६३/२, एकूण क्षेत्र ३५५००-०० चौ.मी.क्षेत्रास विनशेती वापर परवानगी मिळणेसाठी सुधारीत अंतरिम  
 मजुरीपत्र (L.O.D.) दिलेले असून बांधकाम नकाशे मंजूर केलेले आहेत.



त्या अर्थी, आता महाराष्ट्र जमीन महसूल अधिनियम १९६६ चे कलम ४४ अन्वये  
 जिल्हाधिकारी ठाणे यांच्याकडे निहित करण्यांत आलेल्या अधिकारांचा वापर करून उक्त जिल्हाधिकारी या  
 आदेशाद्वारे १) शम्मीबाई विष्णू म्हात्रे २) भिमाबाई सिताराम पाटील ३)हालीबाई गणपत वारघडे  
 ४) फसुबाई सुक-या पाटील ५) तुकाराम सुक-या पाटील ६) ग्यानवा सुक-या पाटील ७) नटू  
 सुक-या पाटील ८) यमुना सुदाम पाटील ९) वेवी दशरथ म्हात्रे १०) कल्पना भगवान म्हात्रे  
 ११) वच्चुराम गणपत कारभारी यांना ठाणे जिल्ह्यातील कल्याण तालुक्यामधील मौजे-गंधारे येथील  
 येथील १) स.नं./हि.नं. ९/५/१ क्षेत्र २४५०-०० चौ.मी. २) स.नं./हि.नं. १५/६/१ क्षेत्र ७६०-००  
 चौ.मी. ३) स.नं./हि.नं. ६३/१ क्षेत्र ५२०-०० चौ.मी. ४) स.नं./हि.नं. ९/५/२ क्षेत्र २२४०-००  
 चौ.मी. ५) स नं./हि.नं. १५/६/२ क्षेत्र ७४०.०० चौ.मी. ६) स नं./हि.नं. १७/३ क्षेत्र ३७९०.००  
 चौ.मी. ७) स नं /हि.नं. १८/२/१ क्षेत्र ३१४०.०० चौ.मी. ८) स.नं./हि.नं. २३/२/१ क्षेत्र ६९००-००  
 चौ.मी. ९) स नं./हि.नं. २३/२/२ क्षेत्र ६८००-०० चौ.मी. १०) स नं./हि.नं. ६२/२ क्षेत्र ५२०-००  
 चौ.मी. ११) स नं./हि.नं. १७/२/६ क्षेत्र ७६४०-०० चौ.मी.असे एकूण क्षेत्र ३५५००-०० चौ.मी.  
 (एरिया अँड पर नेजरमेंट प्रमाणे ३५१२०-०० चौ.मी.) मधील क्षेत्र १७३३८-५५ चौ.मी. रहिवास व  
 क्षेत्र ३३४८-५५ चौ.मी. वाणिज्य या विंगरशेतकी प्रयोजनार्थ वापर करण्याबाबत पुढील शर्तीवर अनुज्ञा  
 (परमिशन) देण्यांत येत असून कल्याण-डोंबिवली महानगरपालिका याचेकडील बांधकाम नकाशानुसार  
 खालील क्षेत्रावर बांधकाम अनुज्ञेय नाही

- |                                  |                  |
|----------------------------------|------------------|
| १. रोड सेट बॅक एरिया             | - ४९२३-०० चौ.मी. |
| २. इतर आरक्षण प्ले ग्राऊंड एरिया | - ८९७४-०० चौ.मी. |
| ३. इतर आरक्षण पी.एस. एरिया       | - २६९५-०० चौ.मी. |

**त्या शर्ती अशा:-**

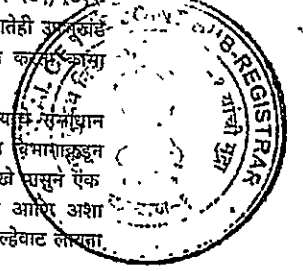
१. ही परवानगी अधिनियम त्वाखालील केलेले नियम यांना अधिन ठेवून देण्यांत आलेली आहे.
२. अनुज्ञाग्राही व्यक्तीने (वॅटीने) अशा जमीनीचा वापर व त्यावरील इमारतीच्या आणि किये  
 अन्य बांधकामाचा उपयोग उक्त जमीनीचा ज्या प्रयोजनार्थ उपयोग करण्यास परवानगी देण्यांत  
 आली असेल त्या प्रयोजनार्थ केवळ केला पाहिजे आणि त्याने अशी जमीन किया तिचा  
 कोणताही भाग किया अशी इमारत याचा इतर कोणत्याही प्रयोजनार्थ जिल्हाधिकारी ठाणे  
 यांच्याकडून तशा अर्थाची आगाऊ लेखी परवानगी मिळविल्याशिवाय वापर करता कामा नये,  
 इमारतीच्या वापरावरून जमिनीचा वापर ठरविण्यात येईल.

कलम-१	
क्र. क्र. ८०५२	१२/२३
७९	९९२

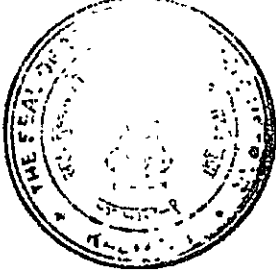
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क्र.महसूल/कक्ष-१/टे-७/एनएपी/गंधारे-कल्याण/एसआर-२०१/२०१३

३. अशी परवानगी देणा-या प्राधिका-याकडून अशा भूखंडाची किंवा त्यांचे जे कोणतेही उपखंड करण्याबाबत मंजूरी मिळाली असेल त्या उपभूखंडाची आणखी पोटविभागी करणे कामा नये.
४. अनुज्ञाग्राही व्यक्तीने (अ) जिल्हाधिकारी व संबंधित नगरपालिका प्राधिकरण यांचे परामर्शन होईल अशा रीतीने अशा जमीनीत रस्ते, गटारे वगैरे बांधून आणि (ब) भूमापन विभागाकडून अशा भूखंडाची नोंदणी व त्यांचे सीमांकन करून ती जमीन या आदेशाच्या तारखे पासून एक वर्षाच्या आंत मंजूर आराखड्याप्रमाणेच काटेकोरपणे विकसित केली पाहिजे आणि अशा रीतीने ती जमीन विकसित केली जाई पर्यंत त्या जमीनीची कोणत्याही रीतीने विल्हेवाट लावता कामा नये.
५. अनुज्ञाग्राही व्यक्तीस असा भूखंड विकण्याचा असेल किंवा त्यानी इतर प्रकारे विल्हेवाट लावायची असेल तर अशा अनुज्ञाग्राही व्यक्तीने तो भूखंड या आदेशात आणि सनदीमध्ये नमूद केलेल्या शर्तीचे पालन करूनच विकणे किंवा अशा शर्तीनुसारच त्याची अन्य प्रकारे विल्हेवाट लावणे आणि त्यांचे निष्पादित केलेल्या विलेखात तसा खास उल्लेख करणे हे त्याचे कर्तव्य असेल.
६. या सोबत जोडलेल्या स्थळ आराखड्यात आणि किंवा इमारतीच्या नकाशात निर्दिष्ट केल्याप्रमाणे इतक्या जोते क्षेत्रावर बांधकाम करण्याविषयी ही परवानगी देण्यात आलेली आहे. सदर भूखंडातील नकाशात दर्शविल्याप्रमाणेच उर्वरित क्षेत्र विना बांधकाम मोकळे सोडले पाहिजे.
- ६अ) प्रस्तावित बांधकाम हे नकाशात दर्शविलेल्या मजल्यापेक्षा जास्त मजल्याचे असू नये.
७. प्रस्तावित इमारत किंवा कोणतेही काम (असल्यास) त्यांच्या बांधकामास सुरुवात करण्यापूर्वी अनुज्ञाग्राही व्यक्तीने (ग्रॅंटीने) कल्याण-डोंबिवली महानगरपालिका यांची असे बांधकाम करण्याविषयीची आवश्यक ती परवानगी मिळविणे हे अशा व्यक्तीवर बंधनकारक असेल. अनुज्ञाग्राही व्यक्तीने सोबत जोडलेल्या नकाशात दर्शविल्याप्रमाणे सीमांतिक मोकळे अंतर (ओपन मार्जिनल डिस्टेंसेस) सोडले पाहिजे. या आदेशाच्या दिनांकापासून एक वर्षाच्या कालावधीत अनुज्ञाग्राही व्यक्तीने अशा जमीनीचा विगर शेती प्रयोजनासाठी वापर करण्यास सुरुवात केली पाहिजे. मात्र वेळोवेळी असा कालावधी वाढविण्यात आला असेल तर ती गोष्ट अलाहिदा. अनुज्ञाग्राही व्यक्तीने उपरोक्त प्रमाणे न केल्यास ही परवानगी रद्द करण्यात आली असल्याचे समजण्यांत येईल.
१०. अनुज्ञाग्राही व्यक्तीने अशा जमीनीचे विगर शेतकी प्रयोजनार्थ वापर करण्यास ज्या दिनांकापासून सुरुवात केली असेल किंवा ज्या दिनांकास त्याने अशा जमीनीच्या वापरात बदल केला असेल तर तो दिनांक त्याने एक महिन्याच्या आत तलाठयामार्फत कल्याण तहसिलदारांस कळविले पाहिजे. जर तो असे करण्यास चुकले तर महाराष्ट्र जमीन महसूल (जमीनीच्या वापरातील बदल व विगरशेतकी आकारणी) नियम १९६९ मधील नियम ६ अन्वये त्याच्यावर कार्यवाही करण्यास असा अनुज्ञाग्राही पात्र ठरेल.
११. सदरहू आदेशाच्या दिनांकापासून सदर अनुज्ञाग्राहीने त्या जमिनीच्या संबंधात दर चौ.मी. मागे रुपये ०.१०.० दराने विगर शेतकी आकारणी दिली पाहिजे किंवा परवानगीच्या तारखेच्या पूर्वाह्नी प्रभावाने अथवा त्यानंतर अमलात येणारे विनशेती दराने विनशेती आकार देणे बंधनकारक राहिले. अशा जमिनीच्या वापरात कोणत्याही प्रकारचा बदल करण्यात आला तर त्या प्रसंगी निराळ्या दराने विगर शेतकी आकारणीच्या हमीची मुदत अजून सनाज व्हावयाची आहे ही गोष्ट विचारात घेण्यांत येणार नाही.
१२. झदर जागेची अती तातडीची नोंदणी फी रक्कम रु. १,५३,०००/- (अक्षरी रु एक लाख त्रैपन्न हजार मात्र) चलन क्र.२६१/१३ (भारतीय स्टेट बँक, शाखा ठाणे याचेकडील चलन क्र. १२२२) दिनांक २/४/२०१३ अन्वये शासन जमा केली आहे.
१३. भूमापन विभागाकडून जमीनीची नोंदणी करण्यात आल्या नंतर अशा जमीनीचे जितके क्षेत्रफळ आढळून येईल तितक्या क्षेत्रफळानुसार या आदेशात आणि सनदीमध्ये नमूद केलेले क्षेत्र तसेच विगरशेतकी आकारणी यात बदल करण्यांत येईल.
१४. सदर जमीनीच्या विगरशेतकी वापरास प्रारंभ केल्याच्या दिनांकापासून दोन वर्षांच्या कालावधीत अनुज्ञाग्राहीने अशा जमीनीवर आवश्यक ती इमारत बांधली पाहिजे. अन्यथा सदरहू



कलम-१	
दस्ता क्र. ८०५८	२०२३
७२	११२



क्र.महसूल/कड-१/टे-७/एनएपी/गंधारे-कल्याण/एसआर-२०१/२०१२  
आदेश रद्द समजण्यांत येईल व अनुज्ञाग्राही यांना अकृषिक परवानगीसाठी नव्याने अर्ज सादर करावा लागेल.

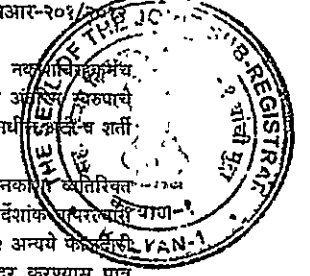
१५. पूर्वीच मंजूर केलेल्या नकाशावरहुकुम अगोदरच घाघलेल्या इमारतीत अनुज्ञाग्राहीने कोणतीही भर घालता कामा नये किंवा ती मध्ये कोणताही फेरबदल करता कामा नये. मात्र अशी भर घालण्यासाठी किंवा फेरबदल करण्यासाठी जिल्हाधिका-यांची परवानगी घेतली असेल आणि अशा भरिचे किंवा फेरबदलाचे नकाशे मंजूर करून घेतले असतील तर ती गोष्ट वेगळी.
१६. अनुज्ञाग्राही व्यक्तीने आजूबाजूच्या परिसरांत अस्वच्छता व घाण निर्माण होणार नाही अशा रीतीने आपल्या स्वतःच्या खर्चाने आपली पाणी पुरवठ्याची व साड्यापाण्याचा निचरा करण्याची व्यवस्था केली पाहिजे.
१७. जमीनीच्या विंगरशेतकी वापरास प्रारंभ केल्याच्या दिनांकापासून एक महिन्याच्या कालावधीत अनुज्ञाग्राही व्यक्तीने महाराष्ट्र जमीन महसूल (जमीनीच्या वापरात बदल व विंगरशेतकी आकारणी) नियम १९६९ यातील अनुसूची पाच मध्ये दिलेल्या नमुन्यात एक सनद करून देऊन तीत या आदेशातील सर्व शर्ती समाविष्ट करणे त्यास बंधनकारक असेल.
- १८-अ. या आदेशात आणि सनदीमध्ये नमूद केलेल्या शर्तीपैकी कोणत्याही शर्तीचे अनुज्ञाग्राही व्यक्तीने उल्लंघन केल्यास उक्त अधिनियमाच्या उपबंधान्वये असा अनुज्ञाग्राही ज्या कोणत्याही शास्तीस पात्र ठरेल त्या शास्तीस बाधा न येऊ देता ठाण्याच्या जिल्हाधिका-यास तो निविष्ट करेल असा वंड आणि आकारणी भरल्यानंतर उक्त जमीन किंवा भूखंड अर्जादारांच्या ताब्यात राहू देण्याचा अधिकार असेल.
- १८-ब. वरील खंड (अ) मध्ये काहीही अतर्भूत असले तरीही या परवानगीच्या तरतूदीविरुद्ध जाऊन कोणतीही इमारत किंवा बांधकाम उभे करण्यांत आले असेल किंवा तरतूदी विरुद्ध या इमारतीच्या किंवा बांधकामाचा वापर करण्यांत आला असेल तर विनिर्दिष्ट मुदतीच्या आंत अशा रीतीने उभारलेली इमारत काढून टाकण्याविषयी किंवा तीत फेरबदल करण्याविषयी ठाण्याच्या जिल्हाधिका-याने निर्देश देणे विधी संमत असेल तसेच ठाण्याच्या जिल्हाधिका-याला अशी इमारत किंवा बांधकाम काढून टाकण्याचे किंवा तीत फेरबदल करण्याचे काम करवून घेण्याचा किंवा त्या प्रित्यर्थ आलेला खर्च अनुज्ञाग्राही व्यक्तीकडून जमीन महसूलाची धकवाकी म्हणून वसूल करून घेण्याचा अधिकार असेल.
१९. दिलेली ही परवानगी मुंबई कुळवहियाट व शेतजमीन अधिनियम १९४८, महाराष्ट्र ग्रामपंचायत अधिनियम आणि नगरपालिका अधिनियम इ. सारख्या त्या वेळी अमलात असलेल्या इतर कोणत्याही कायद्याचे कोणतेही उपबंध प्रकरणाच्या अन्य संबंधीत बाबींच्या बाबतीत लागू होतील त्या उपबंधाच्या अधिन असेल.
२०. अनुज्ञाग्राही यांनी विंगरशेतकी आकारणीच्या पाचपट रक्कम रु. २३,०००/- (अक्षरी रु. एकवीस हजार मात्र.) रूपांतरीत कर (कन्व्हर्शन टॅक्स) उकडील चलन क्र.३११/१३ (भारतीय स्टेट बँक, शाखा ठाणे यांचेकडील चलन क्र.११५४) दिनांक २/४/२०१३ अन्वये सरकारजमा केली आहे.
२१. मीजे-गंधारे, ता.कल्याण जि.ठाणे येथील स.नं./हि.नं. ९/५/२, १५/६/१, १५/६/२, १७/३, १८/२/१, २३/२/१, २३/२/२, ६२/१, ६२/२, हया जमिनींच्या वावतीत मुंबई कुळवहियाट व शेतजमिन नियम १९५६ चे नियम २५ अ(२) (अ) नुसार आकाराचे ४० पट नजराणा रक्कम रु.६६३/० (अक्षरी रक्कम रुपये सहाशे त्रेसष्ट मात्र) चलन क्र.३१२/१३ (भारतीय स्टेट बँक चलन क्र ११६७) दिनांक २/४/२०१३ अन्वये शासन जमा केली आहे. त्याच प्रमाणे मुंबई कुळवहियाट व शेतजमिन १९४८ चे कलम ४३ अन्वये त्याचप्रमाणे मुंबई कुळवहियाट व शेतजमिन नियम १९५६ चे नियम २५(अ) अन्वये विंगरशेतकी प्रयोजनार्थ वापर करणेबाबत अनुज्ञा परवानगी देणेत येत आहे.
२२. महाराष्ट्र चॅम्बर्स ऑफ हीसिंग विरुद्ध महाराष्ट्र शासन या मा. उच्च न्यायालयातील रिट याचिका क्र. ६७०२/२०११ मधील मा. न्यायालयाचे अतिरिक्त स्थगितीवाचत शासनाचे महसूल व वन विभागाचे क्र. गी.खनि.-१०/२०११/प्र.क्र. ६१८/ख दि. १७/११/२०११ मधील सुचनांनुसार मा. न्यायालयाचे अंतिम आदेशास अधिन राहून सदर परवानगी देणेत आली असून, मा. उच्च न्यायालय/ शासन याबाबतीत जे निर्णय/आदेश देतील ते अर्जादार याचेवर बंधनकारक राहतील.

कलम-१	
दस्तावेज नं. ८०५८	२०२३
०३	११२

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क्र.महसूल/कड-१/टे-७/एनएपी/गंधार-कल्याण/एसआर-२०१/२०२३

२३. अनुज्ञाप्राही यांनी कल्याण-डोंडिवली महानगरपालिका यांचेकडील मजूर नकराची अंतिम मंजूरी घेण्याबाबतची बांधकाम केले पाहिजे. तसेच कल्याण-डोंडिवली महानगरपालिका यांचेकडील अंतिम मंजूरीपत्र क्र. कडॉमपा/ नरधि/वाप/कवि/२०१२-१३/२२६ दि.२०/११/२०१२ मधील अंतिम मंजूरी घेण्याबाबतची अनुज्ञाप्राही यांचेवर बंधनकारक राहतील.
२४. अनुज्ञाप्राही यांनी कल्याण-डोंडिवली महानगरपालिका यांचेकडील बांधकाम नकराची अंतिम मंजूरी घेण्याबाबतची बांधकाम केले्यास अगर बांधकामामध्ये बदल करून जादा चटईक्षेत्र निर्देशांक वापरण्याबाबतची अनुज्ञाप्राही हे महाराष्ट्र प्रादेशिक नगररचना अधिनियम १९६६ चे कलम ५२ अन्वये कोणत्याही स्वरूपाचा गुन्हा दाखल करण्यास पात्र राहतील व असे जादा बांधकाम दूर करण्यास पात्र राहिल.
२५. कल्याण-डोंडिवली महानगरपालिकेने उपाघातील अ.क्र. ३ च्या आदेशान्वये अंतरीम मंजूरी दिलेली असून तदनंतर अंतीम मंजूरी प्रमाणपत्र मिळणार आहे. तथापि, अंतरीम मंजूरी प्रमाणपत्र घे नंतर प्राप्त होणा-या अंतीम प्रमाणपत्रामध्ये कोणत्याही स्वरूपात बदल झाल्यास त्यानुसार सुधारीत अकृषिक परवानगी घेणे अर्जदारावर बंधनकारक राहिल.
२६. प्रस्तुतच्या जमीनीच्या मालकी हक्कासंदर्भात भविष्यात कोणत्याही प्रकारचा वाद उद्भवल्यास त्याची सर्वस्वी जबाबदारी अनुज्ञाप्राही यांची राहिल.
२७. प्रस्तुत मिळकती संदर्भात कोणत्याही प्रकारचा कायदेशिर वाद उद्भवल्यास त्याची सर्वस्वी जबाबदारी अनुज्ञाप्राही यांची राहिल व दिलेली विनशेती परवानगी रद्द समजणेत येईल.
२८. अर्जदार यांनी सादर केलेली कामदपत्रे थोटी अथवा घनाघट असलेचे आढळून आल्यास सादरची विनशेती परवानगी आपोआप रद्द झालेचे समजणेत येईल.



सही/-  
(पी. वेलरासु)  
जिल्हाधिकारी ठाणे

प्रति,  
श्रीम.शमीबाई विष्णू ग्हात्रे व इतर,  
श्रीम.फसुबाई सुक-या पाटील व इतर  
श्री.वच्चुराम गणपत कारभारी  
रा. गंधार, ता. कल्याण जि. ठाणे

आदेश निर्गमित केले

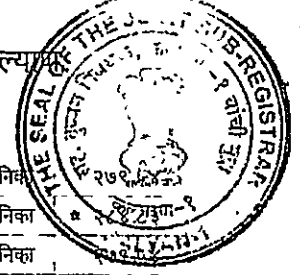


जिल्हाधिकारी ठाणे करिता



कलान-१	
दस्त क्र. ८०५२	२०२३
७५	९९२

कल्याण डोंबिवली महानगरपालिका, कल्याण  
- नगररचना विभाग -



दाशवा मजला	०६	सदनिका	५२३.३०	०२	सदनिका	
तेरावा मजला	०६	सदनिका	४७०.१४	०२	सदनिका	
चौदावा मजला	०६	सदनिका	५२३.३०	०२	सदनिका	
पंधरावा मजला REFUGE	०६	सदनिका	४७०.१४	०२	सदनिका	२८४.८३
सोळावा मजला	०६	सदनिका	५२३.३०	०२	सदनिका	२७९.५४
सतरावा मजला	०६	सदनिका	४७०.१४	०२	सदनिका	२८४.८३
अठरावा मजला	०६	सदनिका	५२३.३०	०२	सदनिका	२७९.५४
एकोणीमावा मजला	०६	सदनिका	४७०.१४	०२	सदनिका	२८४.८३
बिसावा मजला REFUGE	०६	सदनिका	४२३.३०	०२	सदनिका	२७९.५४
एकवीसावा मजला	०६	सदनिका	४७०.१४	०२	सदनिका	२८४.८३
बाविसावा मजला	०६	सदनिका	५२३.३०	०२	सदनिका	२७९.५४
तविसावा मजला	०६	सदनिका	४७०.१४	०२	सदनिका	२८४.८३
चोविसावा मजला	०६	सदनिका	५२३.३०	०२	सदनिका	२७९.५४
पचविसावा मजला	०६	सदनिका	४७०.१४	०२	सदनिका	२८४.८३
सव्विसावा मजला	०६	सदनिका	५२३.३०	०२	सदनिका	२७९.५४
सत्ताविसावा मजला	०६	सदनिका	४७०.१४	०२	सदनिका	२८४.८३
एकुण =	१६८	सदनिका,	१३९८९.५३	५०	सदनिका	७१९६.५३

इमारत क्र १ व इमारत क्र ३ विंग 'A' व 'B' एकुण - २१९ सदनिका, क्षेत्र २१३७५.७९ चौ.मी.

अटी -

- भविष्यात रस्ता रुंदीकरणसाठी जागा लागल्यास ती इमारतीच्या सामासिक अंतरातून क डों.म.पा स विनामुल्य हस्तातरीत कसवी लागल
- मजूरी व्यतिरीक्त जागेवर बांधकाम केल्याचे आढळल्यास ते पूर्व सूचना न देता तोडून टाकण्यांत येईल
- पाणी पुरवठा उपलब्ध करून देण्याची जबाबदारी पाणी पुरवठा सुधारणा होईपर्यंत महानगरपालिकेची राहणार नाही
- आरक्षणाच्या जागेवर ऑफीससाठी तात्पुरत्या स्वरूपात देण्यात आलेल्या परवागीचे बांधकाम तीन महिन्यात तोडून द्यावे तो पर्यंत आपणास पुढील बांधकाम पूर्णत्वाचा राखला देण्यात येणार नाही.  
स्थळप्रतीवर मा. सहायक  
संचालक नगर रचना यांची  
स्वाक्षरी असे.

*(Signature)*  
आयुक्त,

कल्याण डोंबिवली महानगरपालिका, कल्याण  
करीत

प्रत -

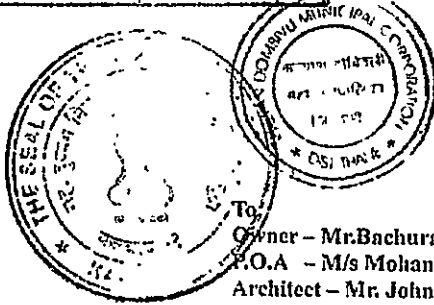
- कर निर्धारक व सकलक, क डों.म.पा, कल्याण
- प्रभाग क्षेत्र अधिकारी, ' व ' प्रभाग कार्यालय, क.डों.म.पा, कल्याण.

कल्याण - १	
सं. क्र. <04E	२०२३
७६	११२

**KALYAN DOMBIVLI MUNICIPAL CORPORATION  
TOWNPLANNING DEPARTMENT**

**PART OCCUPANCY CERTIFICATE  
APPENDIX 'H'**

Outward No. KDMC/TPD/CL/KD/131.  
Date - 22/06/2023.



To: Owner - Mr. Bachuram Ganpat Karbhari  
P.O.A - M/s Mohan Life Space Through Partner Mr. Hari M. Bhatiya  
Architect - Mr. John Varghese, Kalyan (w)  
Structural Engineer - Mr. Vinayak Chopdekar (Thane)

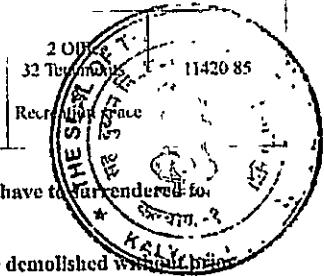
Ref. No. :- 1) KDMC/TPD/BP/KD/2012-13/226/126. Dt. 14/06/2022.  
2) Your application dated 14/06/2023.

The part development work on Revenue S. No. 15/5, 23/1, S. No. 17, H. No. 2/6 & 3, S. N. 62/1 & 2, S. No. 15, H. No. 6/1, 6/2, S. No. 18, H. No. 2/1/1A, 1D, S. No. 23, H. No. 2/1, 2/2, S. No. 9, H. No. 5/1 & 2, S. No. 9, H. No. 4/2 Village, Gandhara, Kalyan (w) completed Plot No 1 Building No 3 Wing C & Plot No 2 Building No 6 under the supervision of Mr John Varghese, Kalyan (w), Architect License No - CA/92/15118 may be occupied on the following conditions.

Plot No 1 Building No 3 Wing C				Plot No 2 Building No 6			
Sr.No.	Floor	Details	Area (Sq.mt)	Sr.No.	Floor	Details	Area (Sq.mt)
1	Stilt	Parking	24.38	1	Ground	1 Office	499.84
2	1 <sup>st</sup> Podium	Parking	-	2	1 <sup>st</sup> Podium	1 Office	391.46
3	2 <sup>nd</sup> Podium	Parking	-	3	2 <sup>nd</sup> Podium	Parking	-
4	R.G Podium(3rd)	5 Tenement	462.49	4	3 <sup>rd</sup> Podium	Parking	-
5	1 <sup>st</sup> Floor	5 Tenement	525.64	5	4 <sup>th</sup> Podium	Parking	-
6	2 <sup>nd</sup> Floor	5 Tenement	532.52	6	5 <sup>th</sup> Podium	Parking	-
7	3 <sup>rd</sup> Floor	5 Tenement	525.64	7	Lower Stilt	Recreation space	833.49
8	4 <sup>th</sup> Floor	5 Tenement	532.52	8	Upper Stilt	Recreation space	336.78
9	5 <sup>th</sup> Floor	5 Tenement	525.64	9	1 <sup>st</sup> Floor	2 Tenement	575.98
10	6 <sup>th</sup> Floor	5 Tenement	532.52	10	2 <sup>nd</sup> Floor	2 Tenement	593.93
11	7 <sup>th</sup> Floor	5 Tenement	525.64	11	3 <sup>rd</sup> Floor	2 Tenement	575.98
12	8 <sup>th</sup> Floor	5 Tenement	532.52	12	4 <sup>th</sup> Floor	2 Tenement	593.93
13	9 <sup>th</sup> Floor	5 Tenement	525.64	13	5 <sup>th</sup> Floor	2 Tenement	575.98
14	10 <sup>th</sup> Floor	5 Tenement	532.52	14	6 <sup>th</sup> Floor	2 Tenement	593.93
15	11 <sup>th</sup> Floor	5 Tenement	525.64	15	7 <sup>th</sup> Floor	2 Tenement	575.98
16	12 <sup>th</sup> Floor	5 Tenement	532.52	16	8 <sup>th</sup> Floor	2 Tenement	593.93
17	13 <sup>th</sup> Floor	5 Tenement	525.64	17	9 <sup>th</sup> Floor	2 Tenement	575.98
18	14 <sup>th</sup> Floor	5 Tenement	532.52	18	10 <sup>th</sup> Floor	2 Tenement	593.93

19	15 <sup>th</sup> Floor	5 Tenement	525 64	19	11 <sup>th</sup> Floor	2 Tenement	575 98
20	16 <sup>th</sup> Floor	5 Tenement	532 52	20	12 <sup>th</sup> Floor	2 Tenement	593 93
21	17 <sup>th</sup> Floor	5 Tenement	571 49	21	13 <sup>th</sup> Floor	2 Tenement	575 98
22	18 <sup>th</sup> Floor	5 Tenement	532 52	22	14 <sup>th</sup> Floor	2 Tenement	593 93
23	19 <sup>th</sup> Floor	5 Tenement	571 49	23	15 <sup>th</sup> Floor	2 Tenement	575 98
24	20 <sup>th</sup> Floor	5 Tenement	532 52	24	16 <sup>th</sup> Floor	2 Tenement	593 93
25	21 <sup>st</sup> Floor	5 Tenement	571 49				
26	22 <sup>nd</sup> Floor	5 Tenement	532 52				
27	23 <sup>rd</sup> Floor	5 Tenement	571 49				
28	24 <sup>th</sup> Floor	5 Tenement	532 52				
29	25 <sup>th</sup> Floor	5 Tenement	571 49				
30	26 <sup>th</sup> Floor	5 Tenement	532 52				
31	27 <sup>th</sup> Floor	5 Tenement	525 64				
Total				Total			
140 Tenements				11997 84			
				2000 T. 11420 85			
				32 T. 11420 85			
				Recd. 11/11/2023			

कलम-१	
दस्तावेज नं. ८०५६	२०२३
८०	११२



1. In case of road widening the land within the marginal space have to be rendered to KDMC Free of cost.
2. The additional work if any found without permission will be demolished with intimation.
3. The conditions mentioned in the previous Building Permission will be binding upon you.

Encl : As above.

Office Stamp



CC to :-

- 1) Tax Assessor And Collector, K.D.M.C.
- 2) Ward Officer, 'B' Ward, K.D.M.C.

Yours faithfully,

*S. S. S. S.*  
for Assistant Director of Town Planning  
Kalyan Dombivli Municipal Corporation, Kalyan.





कल्याण-१	
दस्तावेज क्र. 604e	2010
७८	११२

प्ररूप 16

(अधिनियम की धारा 12(1)(ख) देखें)  
निगमन प्रमाण पत्र



एलएलपी पहचान संख्या : AAA-3055

मैं, यह प्रमाणित करता हूँ कि सीमित दायित्व भागीदारी अधिनियम, 2008 की धारा 12(1)(ख) के अंतर्गत आज

MOHAN LIFESPACES LLP

को निगमित किया गया है।

मेरे हस्ताक्षर से आज 9th day of December, Two Thousand Ten को दिया गया।

### Form 16

[Refer Section 12(1) (b) of the Act]

### Certificate of Incorporation

LLP Identity Number : AAA-3055

2010

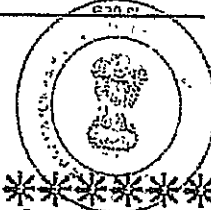
I hereby certify that MOHAN LIFESPACES LLP is incorporated, pursuant to section 12(1) of the Limited Liability Partnership Act 2008.

Given under my hand at Delhi this 9th day of December, Two Thousand Ten.

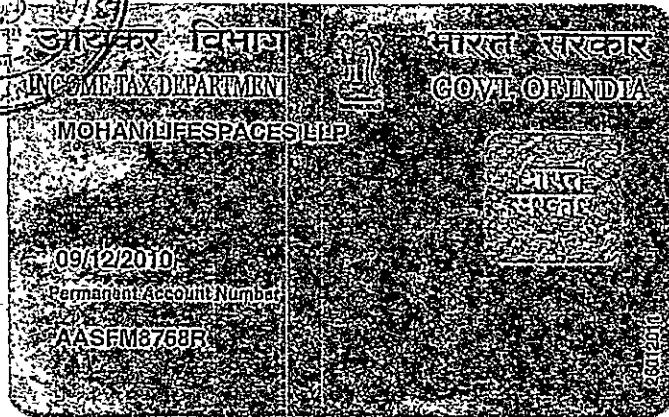
*B. Srikumar*

(B. Srikumar)  
Asst. Registrar

Address:-  
MOHAN LIFESPACES LLP  
GROUND FLOOR, G-1, MOHAN PLAZA, NEXT TO MOHAN PRIDE,  
WAYLE NAGAR, KHADAKPADA,  
THANE, KALYAN (WEST)  
Maharashtra-421301

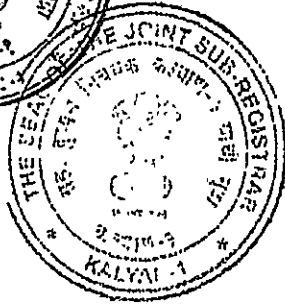
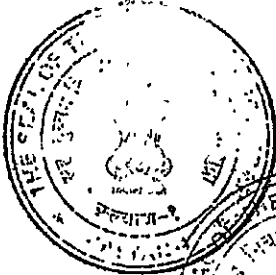


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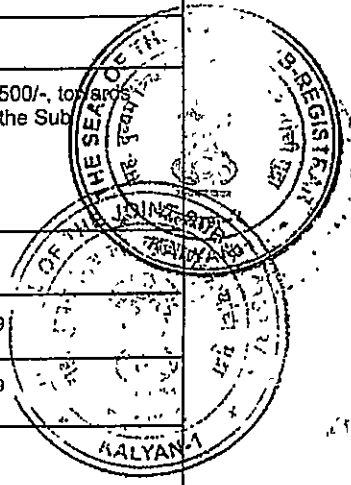
कलन-१	
सं. क्र. ८०५२	०२३
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कलन-१	
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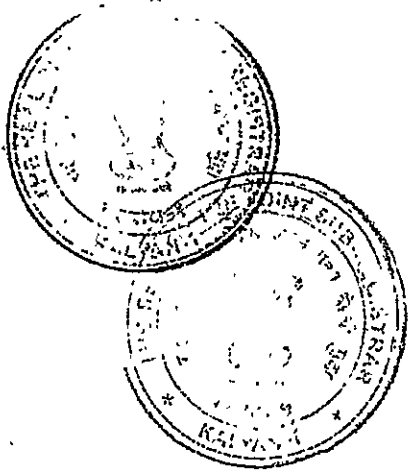
कलम - १	
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Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 0212201907710	Date 02/12/2019
Received from Ajit R Gandhi, Mobile number 9321712929, an amount of Rs.500/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office S.R. Kalyan 1 of the District Thane.	
Payment Details	
Bank Name MAHB	Date 02/12/2019
Bank CIN 10004152019120206070	REF No. 006068999
This is computer generated receipt, hence no signature is required.	



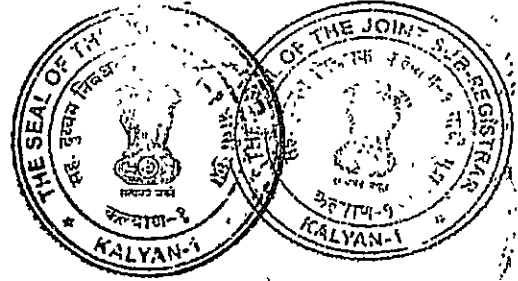
कलम - १	
९३९६६	३/२५
२०१९	

कालन-३	
सं. ८०५८	२०२३
३	११२



कालन-३	
१३१८८	११२५
२०२३	

कलम-१	
दस्त क्र.	८०५६ ०२३
८	११२



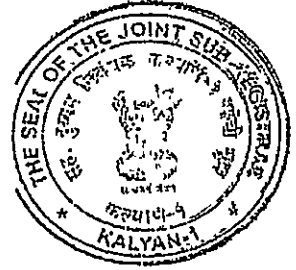
कलम-१	
१३१६६	५/२५
६	२०११

“SPECIAL POWER OF ATTORNEY”

For Admission Purpose

*Nitin*  
 Nitin

करतम-१	
दस्ता क्र. ८०५२	२०२३
८५	११२



करतम-१	
१११२८	१५२५
२०११	



कलम-१	
दल क्र. ८०५६	२०२३
८६	११२

Known all men by these present that I, Mr. Rajesh C. Kishinsinghani Hindu, Adult aged about \_\_ years, Occupation: Business, being PARTNER CUM AUTHORISED SINGNATORY OF M/S. MOHAN LIFESPACES LLP, having its Regd. office at, G1, Ground Floor, Mohan Plaza, Near Mohan Pride, Wayale Nagar, Kalyan (W)-421301, Dist. Thane (M.S.) do hereby declare, appoint nominate and constitute (1) Shri. Ajit Rameshlal Gandhi, Hindu, Adult aged about, 47 years Occupation:- Business, Having office at, Room No. 5, Bk. No. 53, Near Ram Darshan Apartment, behind Police Station, Ulhasnagar-421001, Dist. Thane (M.S.) (2) Shri. Pradeep Ashok Gandhi, Hindu, Adult aged about 40 years Occupation:- Business, Residing at, Bk. No. 422, Room No. Ulhasnagar-421001, Dist. Thane (M.S.) and (3) Mr. Nitin Nassanand Makhija, Hindu, Adult aged about 37 years Occupation:- Business, Residing at, Flat No. 402, 4<sup>th</sup> Floor, Near Bewas Chowk, Tekdi, Ulhasnagar-421001, Dist. Thane (M.S.) as my true and lawful attorney to deal with the following matter and to execute the deeds in my name and on my behalf i. e. to say :-

That I am Vendor/Seller/Developer/Builder of the Various Residential Flats/Commercial Units/ Galas/Offices consisting in various building constructed or will be constructed by me under the Partnership Firm named as M/s. Mohan Lifespaces LLP, situated at Village Gandhare, Taluka Kalyan, Dist. Thane (M.S.) within the limits of Kalyan Dombivali Municipal Corporation, Dist. Thane (M.S.) at the property known as "MOHAN ALTEZZA COMPLEX" comprising of various wings and building and the same is constructed on bearing Survey/Hissa Nos. 9/5/2, 62/2, 15/6/2, 17/3, 18/2/1, 23/2/1, 23/2/2, 17/2/6, 62/1, 15/6/1, 9/5/1, 9/5/2 or over some other Plot Properties. (Herein after for the sake of brevity shall be known as "Property").

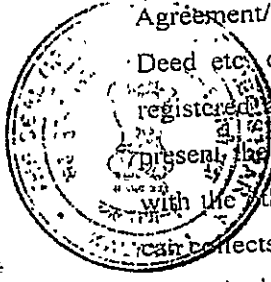
That as I am very much busy in my day to day activities, hence I am necessitated to appoint (1) Shri. Ajit Rameshlal Gandhi, (2) Shri. Pradeep Ashok Gandhi and (3) Mr. Nitin Hassanand Makhija as my true and lawful attorney to deal, execute, perform, admit the lawful acts, deeds, matters with related to my above said property in my name and on my behalf, Individually, Jointly or Severally.

*Ajit Gandhi*

*Nitin Makhija*

कलम-१	
१३९६	०१२५
२०२३	

कलान - १	
क्र. सं. ८०५२	२०२३
८६	९९२



That our said attornies individually, Jointly or Severally can get Sale Agreement/Leave And License Agreement/Development Deed/Mortagage Deed etc. of our above said Properties of M/s. Mohan Lifespaces LLP, registered and further he/she/they can admit the execution and also can present the documents executed by me, before the kalyan Sub-registrar or with the other concerned Govt. offices now or in future and thereafter they can collect the Original and Certified Copies of the same now or in future.


And I do hereby lastly declare, agree to undertake to ratify and confirm everything which my said attorney will lawfully do and purport to do or cause to be done by me personally

कलान - १	
९३९६	४२५
२०१९	

IN WITNESSES WHEREOF I, HAVE SET AND SUBSCRIBED BY RESPECTIVE HANDS ON THIS IRREVOCABLE GENERAL POWER OF ATTORNEY ON THIS 2nd DAY OF NOVEMBER, 2019 AT ULHASNAGAR.

DATE :- 02/12/19  
PLACE :- Kalyan

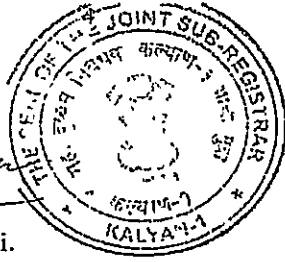
*Rajesh C.*  
Mr. Rajesh C. Kishinsinghani.  
"EXECUTANT"  
(Being the partner & authorized <sup>cum</sup> <sub>rat</sub>)  
'MOHAN LIFESPACES LLP'

*Signature*  
  
L.H. THUMB IMPRESSION



PHOTO





कार्या-१	
दस्ता क्र ८०४९	२०२
←	९९२

1) Shri. Ajit Rameshlal Gandhi.

L.H. THUMB IMPRESSION



2) Shri. Pradeep Ashok Gandhi.

L.H. THUMB IMPRESSION



3) Mr. Nitin Hassanand Makhija.  
"ATTORNEY HOLDERS"

L.H. THUMB IMPRESSION



**WITNESSES:**

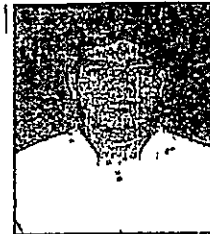
(1) Name: Mr. Ravul Chiddi  
Age: 27 Years  
Add: House Near Bkno: 33, 5th Main Market, UNVAI

2125786



(2) Name: Rupesh C. Patil  
Age: 31 Years  
Add: House, Muthavadi, Padga Kalyan, Highway, Near Ganpati Mandir, Muthavadi, 421302

R. Patil



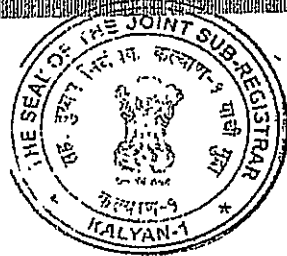
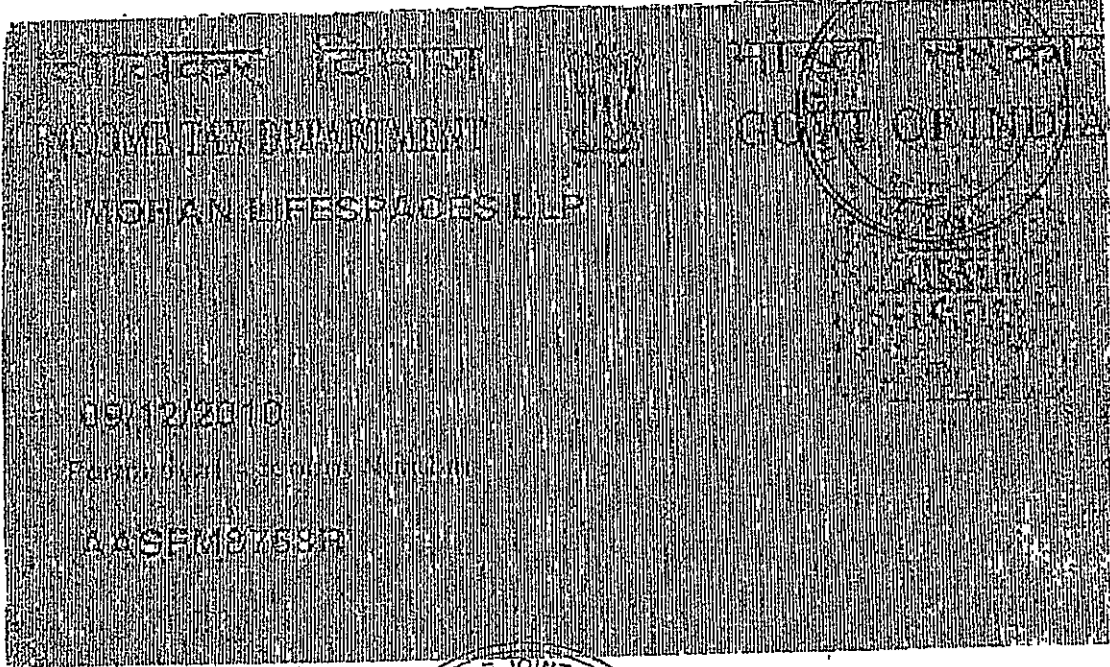
कार्या-१	
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कक्षा-१	
सं. क्र. ०५९	२०२३
८९	११२



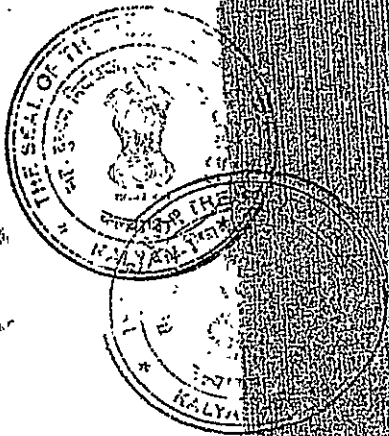
कक्षा-१	
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१३	२०२३

कलन-१	
दस्तावेज क्र. ८०४९	२०२३
९०	११२



कलन-१	
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२०१९	

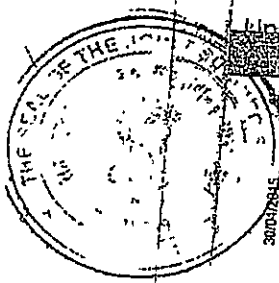
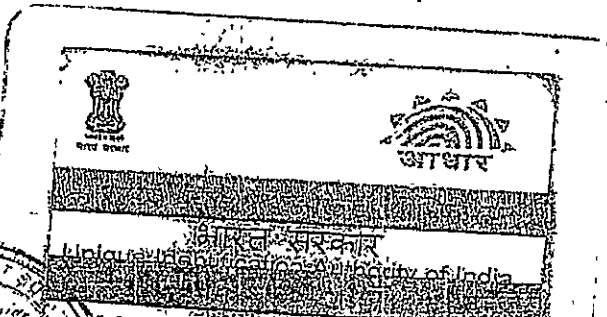
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कालन
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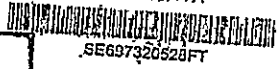
2135 6824 9535  
 कल्याण नगरपालिका

*Handwritten signature*



आधार क्रमांक / Enrolment No 2085/2800770556  
 To,  
 प्रदीप अशोक गंधी  
 Pradeep Ashok Gandhi  
 S/O- Ashok Netaji Das Gandhi  
 B.K No-422, room no-1  
 goal maldan  
 Ulhasnagar-1  
 Ulhasnagar  
 Ulhasnagar-1 Ulhasnagar Thane  
 Maharashtra 421001  
 0680587000

Ref: 4773 / 02E / 1578700 / 1578714 / P



SE697320528FT

कल्याण-१	
पत्र क्र ८०५८	२०२३
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कल्याण-१	
९३९८८	१०३५
२०१८	

आपला आधार क्रमांक / Your Aadhaar No. :

**3509 6221 0680**

आधार - सामान्य माणसाचा अधिकार



प्रदीप अशोक गंधी  
 Pradeep Ashok Gandhi  
 जन्म तारीख / DOB : 15/08/1980  
 पुरुष / Male

3509 6221 0680

आधार - सामान्य माणसाचा अधिकार

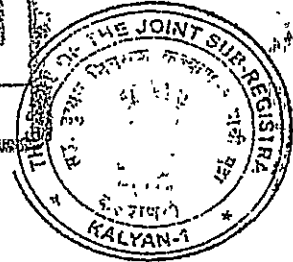


PL

विवेक हसनानंद मखडिया  
 (Vivek Habsanand Makhija)  
 जन्म वर्ष / YoB: 1982  
 पुरुष / MALE

9299 8469 4762

आधार-आम आदमी का अधिकार



Nitin

कलन-१	
939EC	94/24
२०११	

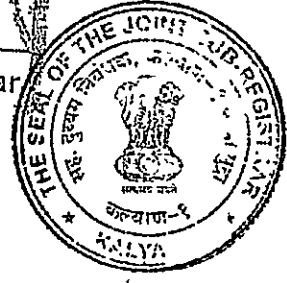
आधार-आम आदमी का अधिकार

पता: सहोरी प्लेस, फ्लॉट नं-402, नेवस चौक तेकडी बुवळ, उलहासनगर-1, उलहासनगर, ठाणे, महाराष्ट्र -421001

Address: Lohori Place, Flat No-402, Navas Chowk, Tekdi Buzhal, Ulhasnagar, Thana, Maharashtra-421001

आधार-आम आदमी का अधिकार

कलन-१	
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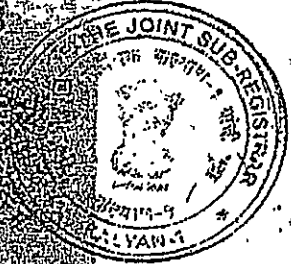


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एड	972



कर्मचारी - १	
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२०४९	

राजस्थान  
 राजी चिदी राई  
 पंजाब/DOB: 25/12/1988  
 MALE  
 905039263151

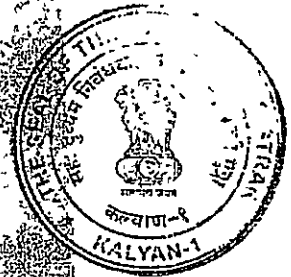


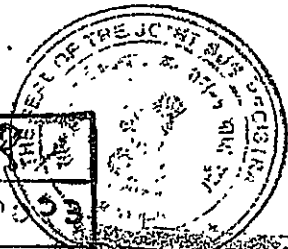
25th Dec

कलम-१	
939९८	१०/२५
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राजस्थान  
 राजी चिदी राई  
 पंजाब/DOB: 25/12/1988  
 MALE  
 905039263151

कलम-१	
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काल-१

दस्ता क्र. २०५९

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RUPESH MALHOTRA

LADKU SHAN

705/1988

ATMPP 1568

Signature

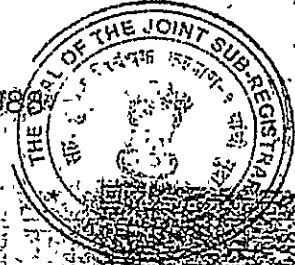
R. 2 Patil

काल-१	
१३१९९	१५२५
२०११	

Government of India

रुपेश लडकु पाटील  
Rupesh Ladku Patil

जन्म तारीख/DOB: 17/05/1988  
पुरुष/Male



2021 5564 5759

कलान-१		कलान-१	
दस्ता क्र. २०४८	२०२३	१३१८८	१९२५
६०	११२	२०१९	

भारत सरकार  
जयशंकर प्रसाद कलान-१



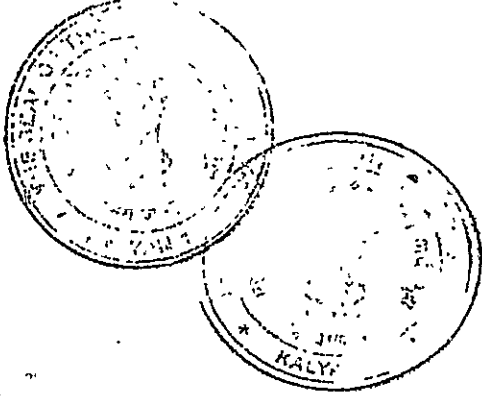
पत्ता मुत्तवळ, पढगा कल्याण  
मंदिर, जवळ, मुत्तवळ, मुत्थावळ,  
महाराष्ट्र ४२१३०२

Address: Muthaval, Padga Kalyan  
highway near Ganpati mandir, Muthaval,  
Muthaval, Lonan, Thane, Maharashtra,  
421302

2021 5564 5759

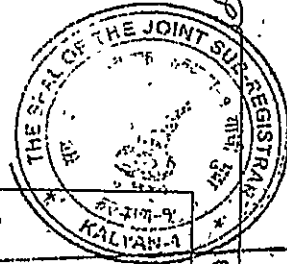
*Rupesh*

कलन-१	
वस क्र. ८०५६	२३
०६	११२



कलन-१	
९३९६८	२०/२५
२०११	

ANNEXURE 'F'



Maharashtra Real Estate Regulatory Authority  
REGISTRATION CERTIFICATE OF PROJECT  
FORM 'C'  
(See rule 6(e))

कलान - १	
939EL	29 24
२०१९	

This registration is granted under section 5 of the Act to the following project under project registration number. P51700004557

Project: Mahan Altezza I Plot Bearing / CTS / Survey / Final Plot No.: 9/4/2, 9/5/1, 9/5/2, 18/14, 45/12, 47/16, 47/18, 48/2/1, 23/2/1, 62/1, 62/2, 15/5, 23/1 at Gandhara, Kalyan, Thane, 421301;

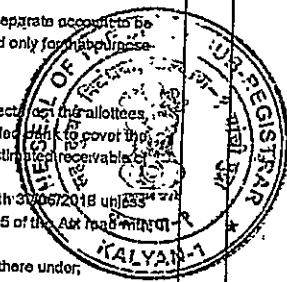
कलान - १	
दास क्र 604E	२०२३
९९२	

1. Mahan Lifespace Ltp having its registered office / principal place of business at Tehsil: Kalyan, District: Thane. Pin: 421301.

2. This registration is granted subject to the following conditions, namely -

- The promoter shall enter into an agreement for sale with the allottees,
- The promoter shall execute and register a conveyance deed in favour of the allottees 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, Rules of Interest and Disclosures of 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 (f) 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 of 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 09/08/2017 and ending with 31/05/2018 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6,
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- That the promoter shall take all the pending approvals from the competent authorities

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

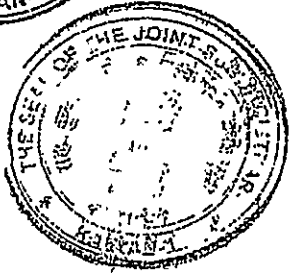


Signature valid  
Digitally Signed by  
Dr. Vasan Premnand Prabhu  
(Secretary, Maharashtra)  
Date: 8/5/2017 2:59:51 PM

Dated: 09/08/2017  
Place: Mumbai

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

कलम-१	
क्र. ८०५६	१९२३
१००	११२



कलम-१	
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Primary

10/131  
मौखिक

70/13198

नौम्वार, 02 डिसेंबर 2019 7 19 म.न

दस्ता गोपबारा भाग-1

कलन 23/94  
दस्ता क्रमांक: 13198/2019

दस्ता क्रमांक: कलन 1 /13198/2019

वाजारा मुल्य: रु 01/- मोचदना रु 00/-

मगलेले मुद्रांक शुल्क: रु 500/-

ड. नि. सह. हु नि कलन 1 याचे कार्यालयात

पावती 19294

पावती दिनांक 02/12/2019

अ क्र 13198 वर दि 02-12-2019

सादरकरणाराचे नाव श्री. अजित रमेशलाल गाधी

रोजी 7:17 म न वा हजर केला

नोंदणी फी रु. 100 00

दस्ता हाताळणी फी रु 500.00

पृष्ठांनी संख्या 25

एकूण 600.00

दस्ता हजर करणाऱ्याची नही

Sub Registrar Kalyan 1

Sub Registrar Kalyan 1

प्रसह. दुय्यम निबंधक कार्यालय-१

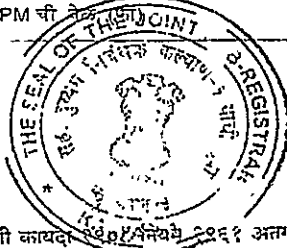
प्रसह. दुय्यम निबंधक कार्यालय-१

मुद्रांक शुल्क: a जेव्हा नों प्रतिकर्तार्य देण्यात आलेला अतून @ त्यामुळे कोणतीही न्यावर मालमत्ता विकण्याचा प्राधिकार मिळत असेल तेव्हा

शिक्का क्र 1 02 / 12 / 2019 07 17 54 PM ची वेळ. (सादरीकरण)

शिक्का क्र. 2 02 / 12 / 2019 07 18 : 50 PM ची वेळ.

कलन-१  
दस्ता क्र 049 2023  
909 792



नोंदणी कायदा अंतर्गत २९६ अंतर्गत तरतुदीनुसार  
दस्तामधील संपूर्ण मजकूर, निष्पादक व्यक्ती  
अक्षर व सोबत जोडलेले कागदपत्रे दस्ताची सत्यता, वैधता  
वैधता वावीसाठी खालील निष्पत्ती एक व्यक्ती संपूर्णपणे जबाबदार आहेत.  
असेच सदर हस्तांतरण दस्ताच्या मालमत्ता/केंद्रशासन यांच्या कोणताही  
कायदा/नियम/अनुसूची अंतर्गत असेल

लिहून देणार सही

लिहून देणार सही





02/12/2019 7 22 58 PM

दस्ता क्रमांक :कलन 1/13198/2019

दस्ताचा प्रकार -कुलमुखत्यारपत्र

दस्त पोपवारा भाग-2

कलन 1/13198/2019  
दस्त क्रमांक 13198/2019

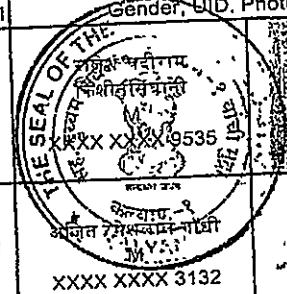
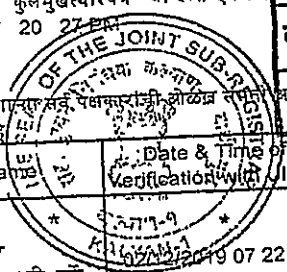
अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	द्वयाचित्र	अंगठ्याचा ठसा
1	नाव मे मोहन लाईफन्सेस एल एल पी. तर्फे भागिदार श्री राजेश मी.किशीनमिहानी - पत्ता फ्लॉट नं जी-1, माळा न तळे मजला, इमारतीचे नाव मोहन न्यासा, ब्लॉक न. मोहन प्राइड टाई टी जवळ, रोड न वायले नगर कल्याण (पश्चिम), महाराष्ट्र, THANE पॅन नंबर AASFM8768R	कुलमुखत्यार देणार वय -47 न्याक्षरी -		
2	नाव श्री अजित रमेशलाल गाधी पत्ता फ्लॉट न ऑफिस - रुम न 5, वीके न. 53,, माळा न -, इमारतीचे नाव -, ब्लॉक न राम दर्शन अपार्टमेंटच्या जवळ, पोलीस स्टेशनच्या मागे, रोड न उल्हासनगर-1, महाराष्ट्र, THANE पॅन नंबर.	पॉवर ऑफ अटॉर्नी होल्डर वय -47 न्याक्षरी-		
3	नाव प्रदीप अशोक गाधी पत्ता फ्लॉट न वीके, नं 422, रुम न 1,, माळा न -, इमारतीचे नाव -, ब्लॉक न. -, रोड न. उल्हासनगर, महाराष्ट्र, THANE पॅन नंबर	पॉवर ऑफ अटॉर्नी होल्डर वय :-40 न्याक्षरी-		
4	नाव नितिन हसनद माखीजा पत्ता फ्लॉट न नदनिका न. 402,, माळा न नीया मजला इमारतीचे नाव लाहोरी पॅलेस,, ब्लॉक न वेबन चौकच्या जवळ, टेकडी, रोड न उल्हासनगर, महाराष्ट्र, THANE. पॅन नंबर	पॉवर ऑफ अटॉर्नी होल्डर वय -37 न्याक्षरी-		

वरील दस्तऐवज करून देणार सध्याकधीत कुलमुखत्यारपत्र चा दस्त ऐवज करून दिल्याचे कळविले करतात  
शिक्षा क्र 3 ची वेळ 02/12/2019 07 20 27 PM

दस्त क्र. COPE 7023  
902 392

ओळख:-  
दस्तऐवज निष्पादनाचा कबुलीजबाब देणारा सध्या पक्षकाराची ओळख तपासण्यासाठी आघारित आघार प्रणालीद्वारे पडताळण्यात आले आहे.  
त्याबाबत प्राप्त माहिती पुढीलप्रमाणे आहे

Sr No.	Type of Party & Name	Date & Time of Verification	Information received from UIDAI (Name, Gender, UID, Photo)
1	कुलमुखत्यार देणार मे. मोहन लाईफन्सेस एल एल पी तर्फे भागिदार श्री राजेश मी.किशीनमिहानी -	02/12/2019 07 22 44 PM	XXXX XXXX 9535 
2	पॉवर ऑफ अटॉर्नी होल्डर श्री अजित रमेशलाल गाधी	02/12/2019 07 21 52 PM	XXXX XXXX 3132 
3	पॉवर ऑफ अटॉर्नी होल्डर प्रदीप अशोक गाधी	02/12/2019 07 21 28 PM	प्रदीप अशोक गाधी M XXXX XXXX 0680 
4	पॉवर ऑफ अटॉर्नी होल्डर नितिन हसनद माखीजा	02/12/2019 07 20 51 PM	नितिन हसनद माखीजा M XXXX XXXX 4762 



शिवका क्र.4 ची वेळ:02 / 12 / 2019 07 : 22 : 45 PM

शिवका नं 5 ची वेळ 02 / 12 / 2019 07 : 22 : 56 PM नोंदणी पुस्तक 4 मध्ये

Sub Registrar Kalyan 1

सह.दुय्यम निबंधक कल्याण-१  
E-payment Details

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2	MH009021318201920E	0004648047201920

13198 /2019

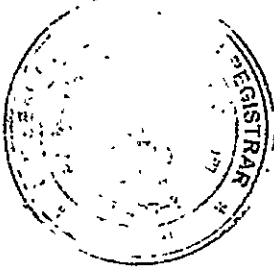
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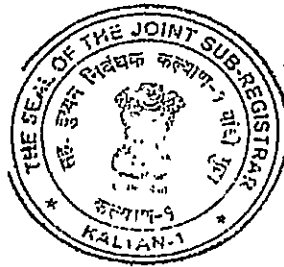
कल्याण-१
तक्र. ८०५६ २०२३
१०३ ११२

कल्याण-१
१३१६८ २५/१५
२०१९



प्रमाणित करण्यात येते की,  
 द.क्र. १३१६८ / २०१९ मध्ये  
 २५ फातने बाहेत.  
 पुस्तक क्र. ८०५६  
 ०२/१२ / २०१९ वर नोंदला.

सह.दुय्यम निबंधक कल्याण-१  
 ०२/१२/२०१९



घोषणापत्र

ने / आम्ही, Nitin Hassanand Malviya  
वय 41 वर्ष.

राहणार - Ulhasnagar-1.  
याद्वारे घोषित करणे/करते की,

दुष्यन निबंधक Kalyan-1. यांचे कार्यालयत Agreement of Sale

या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. Rajesh C.

Kishindighani व इ. यांनी दि. 02/12/23.

रोजी मला / आम्हांस दिलेल्या कुलमुखत्यारपत्राच्या जाधारे मी / आम्ही सदर दस्त

नोंदणीस सादर केला आहे / निष्पादीत करून कबुलीजवाब दिला आहे सदर

कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केतले नाही किंवा

कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणही मयत झालेले नाही किंवा अन्य

कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्ददातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र

पूर्वपणे वैध अस्तून उपरोक्त कृती करण्यास मी ; आम्ही पूर्णतः सक्षम आहे. सदरचे

कानून चुकीचे आढळून आल्यास नोंदणी अदिनियम १९०८ चे कलम ८३ प्रमाणे

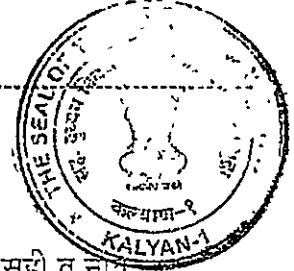
शिर्षक मी / आम्ही पात्र राहिन ; राहू यास नसा / आम्हांस जाणीव आहे

<b>कलम-१</b>	
दस्त क्र. <u>८०५६</u>	<u>२०२३</u>
<u>२०४</u>	<u>११२</u>

तारीख -

Nitin

दिनांक -



कुलमुखत्यारपत्रधारकाची सही व नाव

सदर अखत्यारपत्राचे सत्यतेविषयी मी संपूर्ण चौकशी केली आहे व त्यास सत्यतेविषयेची मी खत्री करून घेतली आहे.

आयकर विभाग  
 INCOME TAX DEPARTMENT

भारत सरकार  
 GOVT. OF INDIA

आयकर विभाग का  
 Permanent Account Number Card  
 BCUR88355G

नाम (Name)  
 RAJANI RAJESH BHARTIA

नाम (Name) of the Agent  
 KISHAN Lal PRAHLAD CHAUDHARY

जारी तिथि (Date of Issue)  
 02/01/1967

रजनीम रतिया

करपत्र-१	
दस्तावेज संख्या ८०५९	२२३
१०५	११२





भारत सरकार

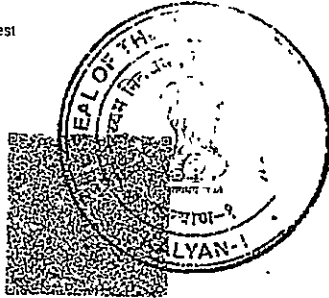
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Government of India

Enrollment No 0649/01850/19865

- १	
दल क्र २०५९	१०२३
१०६	११२

To  
 Rajani Rajesh Bhartia  
 W/O Rajesh Bhartia  
 Flat No - 101 Bldg No 01 Vardhaman Park Mohane  
 Road  
 Opp Bank Of India Shahad West  
 Kalyan  
 Shahad  
 Kalyan Thane  
 Maharashtra 421103  
 9323136857  
 ME514431415FH



आपका आधार क्रमांक / Your Aadhaar No.

**2437 0356 3687**

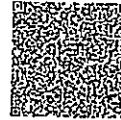
मेरा आधार, मेरी पहचान



भारत सरकार  
Government of India



Rajani Rajesh Bhartia  
DOB 02/10/1967  
Female



2437 0356 3687

मेरा आधार, मेरी पहचान

रजनी भर्तिया

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

**भारत सरकार**  
**GOVT. OF INDIA**

**स्थायी लेखा संख्या कार्ड**  
**Permanent Account Number Card**

**BCUPB8354H**

**नाम / Name**  
**PARTH RAJESH BHARTIA**

**माता का नाम / Mother's Name**  
**RAJANI RAJESH BHARTIA**

**प्राण की तारीख / Date of Birth**  
**29/11/1990**

**22032019**

FAN Applies from 1st April 2019. Please refer to the instructions on the back of the card.

*P. R. B. K.*

<b>कलन-१</b>	
दस्ता क्र. ८०५२	०२३
१००	११२





भारतीय विशिष्ट पहचान प्राधिकरण

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Unique Identification Authority of India

Enrollment No : 0649/D1850/19864

दस्ता क्र. ८०५९

३२३

१०८

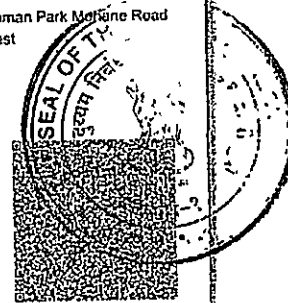
११२

To  
Parth Rajesh Bhatia  
S/O Rajesh Bhatia  
Flat No -101, Bldg No -1 Vardhman Park Main Road  
Opp Bank Of India Shahad - West  
Kalyan  
Shahad  
Kalyan Thano  
Maharashtra 421103  
8976661230

100042013  
151443134



ME514431344FH



आपका आधार क्रमांक / Your Aadhaar No. :

**7991 5173 3802**

मेरा आधार, मेरी पहचान



भारत सरकार  
Government of India



Parth Rajesh Bhatia  
DOB 29/11/1990  
Male



7991 5173 3802

मेरा आधार, मेरी पहचान

*P. K. Bhatia*







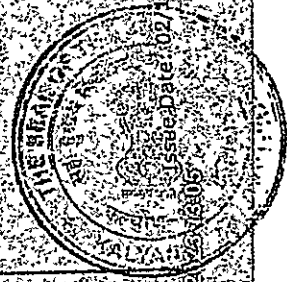
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GOVERNMENT OF INDIA

कलम - 9
क्र. 2042 / 2023
990 / 992

Download Date: 05/07/2022



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Punit Kishan Bhartiya  
जन्म तिथि/DOB: 05/04/1985  
पुरुष/ MALE



2792 6443 9604

माझी आधार, माझी ओळख

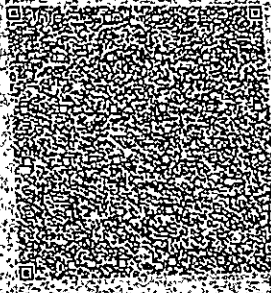
Punit  
26 February 2022



भारतीय विशिष्ट पहचान प्राधिकरण  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता:  
202, अप्पोलोनिया, त्रिवेणी लॉरेल, बिरा विद्यालय के पास,  
कल्याण - वेस्ट, कल्याण, ठाणे,  
महाराष्ट्र - 421301

Address:  
202, Appolonia, Triveni Laurel, Near Bira  
School, Kalyan - West, Kalyan, Thane,  
Maharashtra - 421301



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Bengaluru-560 071

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Summary-2( दस्त गोषवारा भाग - २ )



दस्त गोषवारा भाग-2

कलन 1

९९२१९९२

14/07/2023 6 53 44 PM

दस्त क्रमांक:8059/2023

दस्त क्रमांक:कलन1/8059/2023

दस्ताचा प्रकार :-कारनामा

अनु क्र	पदाकाराचे नाव व पत्ता	पदाकाराचा प्रकार	छायाचित्र	ठसा प्रमाणित
1	नाम:मे. मोहन लार्डस्फेलेस एल एल पी तर्फे स्वाक्षरी कर्ता श्री. राजेश सी. किशोरसिपाणी यांचे तर्फे कुलमुखत्यारधारक श्री नितिन हुत्सानद मास्जिजा पत्ता:प्लॉट न जी-1, माळा न तळ मजला, इमारतीचे नाव: मोहन प्लाझा, ब्लॉक नं: मोहन प्राईट जवळ, रोड न बायले नगर कल्याण, महाराष्ट्र, ठाणे पॅन नंबर:AASFM8768R	लिहून देणार वय :41 स्वाक्षरी:- <i>Nitib</i>		
2	नाम:रजनी राजेश भरतिया पत्ता:प्लॉट न: 101, माळा न -, इमारतीचे नाव: विल्डिंग न 1, वर्धमान पार्क, ब्लॉक न मोहाने रोड, रोड न: शहाड कल्याण, महाराष्ट्र, ठाणे पॅन नंबर:BCUPB8355G	लिहून देणार वय -56 स्वाक्षरी:- <i>रजनी भरतिया</i>		
3	नाम:पार्य राजेश भरतिया पत्ता प्लॉट नं: 101, माळा नं -, इमारतीचे नाव: विल्डिंग न 1, वर्धमान पार्क, ब्लॉक नं: मोहाने रोड, रोड न: शहाड कल्याण, महाराष्ट्र, ठाणे. पॅन नंबर:BCUPB8354H	लिहून देणार वय -33 स्वाक्षरी:- <i>P. K. Bhartiya</i>		

वरील दस्तऐवज करून देणार तथाकथीत कारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात  
शिक्का क्र 3 ची वेळ:14 / 07 / 2023 06 48 . 03 PM

ओळख:-

घालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-याना व्यक्तीस ओळखतात, थ त्याची ओळख पटवितात

अनु क्र	पदाकाराचे नाव व पत्ता	छायाचित्र	ठसा प्रमाणित
1	नाम:पुनीत किशन भरतिया - - वय:38 पत्ता:कल्याण पिन कोड:421301	 स्वाक्षरी	
2	नाम:निकिता पार्य भरतिया - - वय:31 पत्ता:कल्याण पिन कोड:421103	 स्वाक्षरी	

शिक्का क्र.4 ची वेळ:14 / 07 / 2023 06 : 48 : 49 PM

शिक्का क्र.5 ची वेळ:14 / 07 / 2023 06 : 49 . 08 PM नोंदणी पुस्तक 1 मध्ये

*cashuser*  
Sub Registrar Kalyan  
सह. दय्यम निबंधक वर्ग २

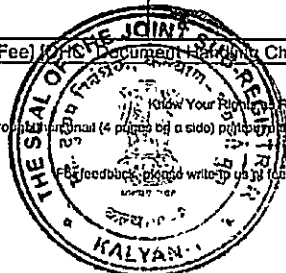
द.क्र. १०४२ / २०२३ मध्ये  
पुस्तक १९९२ पाने आहेत.  
द.क्र. १०४२  
१९.१०.२०२३ वर नोंदला.

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Mode of Payment	Debit Number	Debit Date
1	MRS RAJANI RAJESH BHARTIA	eChallan	69103332023071310138	MH005100200202324E	711300.00	SD	0002697220202324	14/07/2023
2		DHC		1407202304793	240	RF	1407202304793D	14/07/2023
3		DHC		1407202303326	2000	RF	1407202303326D	14/07/2023
4	MRS RAJANI RAJESH BHARTIA	eChallan		MH005100200202324E	30000	RF	0002697220202324	14/07/2023

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

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Mohan Altezza, Gandhare, Khadakpada, Kalyan West - 421 301, India.  
mohanaltezza@gmail.com | www.mohan-group.com  
Tel: 0251-2330099 | 0251-2330088

**MOHAN LIFESPACES LLP**  
(Mohan Altezza Corpus Fund Account)

( Customer Copy )

**RECEIPT**

No.: 346

Date: 16/07/23

Received with thanks from Shri. / Smt. Parth R. Bhalia & Miss. Rajani  
R. Bhalia.

A sum of Rs. 831000/-

(Rs. Eight lakh Thirty One Thousand only /-)

By Cash / Cheque / D.D.No. 265408 Date 16/07/23

Drawn on State Bank of India Bank towards the **Corpus**

**Charges** for Flat / Shop No. 403 on 4<sup>th</sup> floor in Regt. Wing

\* Subject to realisation of Cheques.

For Mohan Altezza Corpus Account)



Authorized Signatory

**RECEIPT**

Customer Copy

No.: **2833**

Date: **05/07/23**

received with thanks from Sfr./ Sfr. Mr. Parth R. Bhardia & Mrs.

Rajani R. Bhardia

A sum of Rs. 11000 /-

(Rs. one lakh Eleven Thousand only /-)

By Cash / \*Cheque / D.D.No. 414682 Date 05/07/23

Drawn on State Bank of India Bank towards booking /

Installment of Flat No. 403 on 4<sup>th</sup> floor in C Wing

Crest. Building

MOHAN Lifespaces LLP



Subject to realisation of Cheques.

Site Office : Mohan Altezza, Gandhari, Khadalpada, Kalyan West - 421 301, India.

☎ : 0251-2330099/88 | @: altezza@mohan-group.com | www:mohan-group.com

**RECEIPT**

Customer Copy  
No. **2852**

Date: 10-07-2023

Received with thanks from Shri./Smt. Parth R. Bhattia &

Mrs. Rajani R. Bhattia

A sum of Rs. 500000/-

(Rs. Five Lakhs only)

By Cash / \*Cheque / B.D. No. 265463 Date 10-07-2023

Drawn on State Bank of India Bank towards booking /

Installation of Flat No. 403 on 4<sup>th</sup> floor in C1 Wing

Crest Building

MOHAN Lifespaces LLP

  
Auth-  
ory

\* Subject to realisation of Cheques.

Site Office : Mohan Altezza, Gandhari, Khadakpada, Kalyan West - 421 301, India.

☎ : 0251-2330099/88 | @altezza@mohan-group.com | www.mohan-group.com

**RECEIPT**

Customer Copy

No. **2851**

Date: 10-07-2023

Received with thanks from Shri./Smt. Parath R. Bhaatia 8

Mrs. Rajani R. Bhaatia

A sum of Rs. 10,00,000/-

(Rs. Ten Lakhs only)

By Cash / \*Cheque / B.D. No. 265462 Date 10-07-2023

Drawn on State Bank of India Bank towards booking /

Installment of Flat No. 405 on 4<sup>th</sup> floor in 'C' Wing

Corset Building

MOHAN Lifespaces LLP

Auth.  ory

\* Subject to realisation of Cheques.

**RECEIPT**

Customer Copy  
No.: **2850**

Date: 10-07-2023

Received with thanks from Shri. / Smt. Parth R. Bhatia &

Mrs. Rajani R. Bhatia

A sum of Rs. 10,00,000/-

(Rs. Ten Lakhs only)

By Cash / \*Cheque / DD No. 265461 Date 10-07-2023

Drawn on State Bank of India Bank towards booking /

Installment of Flat No. 405 on 4<sup>th</sup> floor in 'C' Wing

Crest Building

MOHAN Lifespaces LLP

Aut. : tory

+ Subject to realisation of Cheques.



**RECEIPT**

Customer Copy

No.: **2878**

Date: **16-07-2023**

Received with thanks from Shri./ Smt. **Rajani Rajesh Bhoatia & Mrs. Parth Rajesh Bhoatia**

A sum of Rs. **10,00,000/-**

(Rs. **Ten lakhs only**)

By Cash/ \*Cheque/ D.D. No. **265465** Date **16-07-2023**

Drawn on **State Bank of India** Bank towards booking /

Installation of Flat No. **4103** on **4<sup>th</sup>** floor in **'C'** Wing

**Crest** Building

MOHAN Lifespaces LLP

Authr  
  
ory

\* Subject to realisation of Cheques.

**RECEIPT**

Customer Copy

No. **2879**

Date : 16-07-2023

Received with thanks from Shri. / sht. Rajani Rajesh Bhanthia &  
Mr. Parth Rajesh Bhanthia

A sum of Rs. 10,00,000/-  
(Rs. Ten lakhs only)

By Cash / \*Cheque / D.D. No. 265466 Date 16-07-2023

Drawn on State Bank of India Bank towards booking /

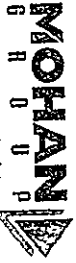
Installation of Flat No. 403 on 4<sup>th</sup> floor in 'C' Wing

Crest Building

MOHAN Lifespaces LLP

  
Aut  
copy

\* Subject to realisation of Cheques.



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G R O U P  
CONCRETE steps in the future  
An ISO 9001:2008 & CEI 11001:2001 Company



# RECEIPT

Customer Copy

No.: 2880

Date: 16-07-2023

Received with thanks from Smt. Rajani Rajesh Bhanthia &

Mr. Parth Rajesh Bhanthia

A sum of Rs. 299160 - 101602 (TDS) = 297558 / -  
(Rs. Three Lakh Ninety Nine Thousand one Hundred sixty only)

By Cash / \*Cheque / D.D.No. 265467 Date 16-07-2023

Drawn on State Bank of India Bank towards booking /

Installation of Flat No. 405 on 4<sup>th</sup> floor in C1 Wing

Crest Building

MOHAN Lifespaces LLP

  
Authorized  
Signature  
Date  
Auth-  
ory

\* Subject to realisation of Cheques.

Site Office : Mohan Altezza, Gandhari, Khadakpada, Kalyan West - 421 301, India.

Phone: 0251-2330099/88 | Email: altezza@mohan-group.com | Website: www.mohan-group.com

Challan-cum-statement of deduction of tax under  
section 194-IA (Form 26QB)



e-Filing Anywhere Anytime  
Income Tax Department, Government of India

Acknowledgement Number: AK05366373  
Challan Identification Number (CIN): 23071700129989SBIN  
Date of e-Filing: 17-Jul-2023  
PAN: BCUPB8354H

### Payment Details

Assessment Year	Financial Year	Tax Applicable (Major Head)	Type of Payment (Minor Head)
2024-25	2023-24	Income Tax (Other than Companies) (0021)	TDS on Sale of Property (800)
Residential Status of the Seller	Payment Mode	Bank Name	
Resident	Net Banking	State Bank Of India	

### Buyer Details

Name	PAN	Category of PAN	Address Details
PARTH RAJESH BHARTIA	BCUPB8354H	Individual	101, Building No. 1, Vardhaman Park, Opp. Bank of India, Mohne Road, THANE, Kalyan, THANE, Maharashtra, INDIA, 421103
Mobile Number	Email ID	Whether more than one Buyer	Aadhaar Number
+91 8976661230	ruchika.bhartia89@gmail.com	Yes	XXXX XXXX 3802

### Seller Details

Name	PAN	Category of PAN	Address Details
MOHAN LIFESPACES LLP	AASFM8768R	Firm	MOHAN PLAZA G1 TO G8, WAYLE NAGAR KALYAN, Kalyan, Kalyan City H.O, THANE, Maharashtra, INDIA, 421301
Mobile Number	Email ID	Whether more than one Seller	
+91 9167496195	mohanaltezza@gmail.com	No	

Property Transferred Details			
Type of property	Date of Agreement/ Booking	Total Value of Consideration (Property Value)	Address details
BUILDING	14-Jul-2023	₹ 1,01,60,160	C-403, MOHAN ALTEZZA, GANDHARE, Kalyan, Kalyan City H.O, THANE, Maharashtra, INDIA, 421301
Payment type	Date of Payment/ Credit	Date of Deduction	Amount paid/credited currently
LUMPSUM	16-Jul-2023	16-Jul-2023	₹ 1,01,60,160
	Whether stamp duty value is higher than sale consideration ?	Total stamp duty value of the property	
	No	₹ 7,43,800	

Tax Deposit Details	
Amount on which TDS to be deducted	₹ 1,01,60,160
TDS Amount	₹ 1,01,602
(a) Basic Tax	₹ 1,01,602
(b) Interest	₹ 0
(c) Fee under section 234E	₹ 0
Total (a + b + c)	₹ 1,01,602
In words	Rupees one lakh one thousand six hundred and two Only

(This is a computer generated Acknowledgement Receipt and needs no signature)