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पावती

Original/Duplicate

Tuesday, July 04, 2023

नोंदणी क्र. :39म

5:13 PM

Regn.:39M

पावती क्र.: 14377 दिनांक: 04/07/2023

गावाचे नाव: भांडुप

दस्तऐवजाचा अनुक्रमांक: करल4-13389-2023

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: जयलक्ष्मी निखिल अय्यर

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

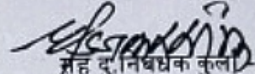
रु. 2380.00

पृष्ठांची संख्या: 119

एकूण:

रु. 32380.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे
5:33 PM ह्या वेळेस मिळेल.


सह दु.निबंधक कुर्ला-४

बाजार मूल्य: रु.5837261.43 /-

मोबदला रु.6964815/-

भरलेले मुद्रांक शुल्क : रु. 417900/-

सह दुय्यम निबंधक वर्ग-२
कुर्ला-४, मंवंई उपनगर जिल्हा

1) देयकाचा प्रकार: DHC रक्कम: रु.380/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 0107202300917 दिनांक: 04/07/2023

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रक्कम: रु.2000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 0107202300881 दिनांक: 04/07/2023

बँकेचे नाव व पत्ता:

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

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH004673791202324E दिनांक: 04/07/2023

बँकेचे नाव व पत्ता:

मूळ दस्त परत मिळाला

1

Law
Nikhil

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT ("Agreement") made at Mumbai on this 4th day of July, 2023 MahaRERA Registration Number - P51800004550

BETWEEN

DP BUILDHOMES LLP, a LLP incorporated under the Limited Liability Partnership Act, 2008 having its registered office at 33C/2, 99e 2023 2023 under the Limited Liability Partnership Act, 2008 having its registered office at Datta Mandir Road, Bhandup (West), Mumbai - 400078, hereinafter referred to as "the Promoter" having its PAN no. AAJFD3212G (which expression shall unless it be repugnant to the context or meaning thereof mean and include all its partners, successors and assigns) of the One Part;

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under the	Limited	Liability
<u>33C/2</u>	<u>99e</u>	
<u>2023</u>	<u>2023</u>	

Mrs. Jayalakshmi Nikhil Iyer & Mr. Nikhil Hariharan Iyer, Joint, Hindu Inhabitant, having its PAN No. AVYPP9013F & AVYRI3803K of India Inhabitant(s) residing at 2801, 28th Floor Rosa -A wing Sheela Montrose Marg Avenue. Opp Marathon Cosmos, Mulund West, Mumbai-400080



Hereinafter referred to as "the Allottee(s)" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, in the case of an individual/s, his or her or their heirs, executors, administrators and successors, and in the case of a Partnership firm, the partners from time to time constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and in case of a HUF the members of HUF from time to time and the last surviving member of the HUF and the heirs, executors and administrators of such last surviving member of the HUF and in the case of a LLP, the partners from time to time constituting the LLP and the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner or a company or a society or a body corporate, its successors in title) of the Other Part;

WHEREAS

- a. This Agreement concerns a residential premises in one of the 3 to 4 wings of a Residential cum partly commercial tower building with mechanical parking, being **Triveni** (Wing C) which is a part of a residential cum partly commercial complex comprising of Ground floor +22 habitable floors on a portion of land of which reference is hereinafter made in this Agreement.

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Law

Nikhil Law

b. By and under Indenture dated 28th April 1988, registered with the office of the Joint Sub-Registrar of Assurances at Bandra under Sr. No. P1577/1988 at Additional Book No. 1 2319 ("said Indenture of Conveyance"), one Sorraj Trilokchand Dua ("Erstwhile Owner") became absolute owner of and seized and possessed of and/or otherwise well and sufficiently entitled to all that piece or parcel of vacant land admeasuring 5600 sq. yards equivalent to approx. 4682.16 sq. meters being New Survey No. 209 (pt.) C.T.S. No. 303 (part) being a portion of the land bearing New

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 2023



Old Survey No. 55 and 56 (pt.) situated at Bhandup in the City of Mumbai in the Registration District and Sub-District of Mumbai Suburban (hereinafter referred to as the "said Larger Property"). The said Larger Property has been amalgamated, divided, re-numbered and the said Larger Property has been given new numbers 303/A/3/B, 303/A/3/B/46, 303/A/3/B/47, 303/A/3/B/48, 303/A/3/B/49 and 303/A/3/B/50;

d. The name of the Erstwhile Owner was duly mutated in the Property Register Card as the owner in respect of the said Larger Property;

e. Thereafter the Erstwhile Owner along with two others incorporated a Limited Liability Partnership Firm i.e. the Promoter. The Erstwhile Owner has by way of his capital contribution brought in the said Larger Property into the above LLP i.e. the Promoter for Promoter to develop the said Larger Property.

f. By an Order passed by the Collector Mumbai Suburban District bearing No. C/Karya-2D/Po.Vi/SRK-2366 dated 10th December 2020 the said Larger Property is firstly amalgamated and then sub-divided as follows:
 Amalgamation:

Sr. No.	C.T.S. No.	Area in sq. meters	Type of Tenure	C.T.S. No. after Amalgamation
1.	303/A/3/B			303/A/3/B
2.	303/A/3/B/46	4299.30	C	
3.	303/A/3/B/47	10.00	C	
4.	303/A/3/B/48	5.00	C	
5.	303/A/3/B/49	10.00	C	
6.	303/A/3/B/50	5.00	C	
TOTAL		34.10	C	
Sub-Division:		4363.40		

Sr. No.	Old C.T.S. No.	New C.T.S. No.	Area in sq. meters	said Larger Property
1.	303/A/3/B	303/A/3/B/A	3989.92	Portion of the said Larger Property
TOTAL			3989.92	करल ४

- g. By Deed of Conveyance dated 26th December 2020, registered with the office of the Sub-Registrar of Assurances at Kurla, Mumbai, Regd. No. KRL-4/14078 of 2020 ("said Deed of Conveyance"), the Erstwhile Owner sold, transferred, assigned, assured and conveyed unto the Promoter herein all that piece and parcel of land bearing Old Survey No. 55 and 56, New Survey No. 209 (part), Old C.T.S. No. 303 (part) i.e. 303/A/3/B/46 (part), 303/A/3/B/47 (part), 303/A/3/B/48 (part), 303/A/3/B/49 (part) and 303/A/3/B/50 (part) and New C.T.S. No. 303/A/3/B/A in the admeasured area of 3989.92 sq. meters situated, lying and being at Village Bhandra, Taluka Kurla and Mumbai Suburban District (hereinafter referred to as the "said Property")

- h. From the above, the Promoter has good right, full power and absolute authority to develop the said Property by constructing thereupon Four Residential cum partly commercial Towers on a portion of the said Property as indicated in black hatched lines in the plan at Annexure 'A', an open space around the building/ complex indicated in white coloured space on the Plan Annexure 'A'. The particulars of sanctions granted are as follows:

- i. The Municipal Corporation of Greater Mumbai ("MCGM") has vide IOD bearing No. CE/1369/BPES/AS dated 16th March, 2016 sanctioned the plans for the construction of a residential cum partly commercial complex comprising of 22 storey building of 3 to 4 wings.
- ii. The Commencement certificate up to plinth level in this regard has been issued on 20th June, 2016.
- iii. The promoter has proposed plan of 3- 4 wings consisting of Ground floor +22 habitable floors residential + part commercial and mechanical parking. The plot is partly affected by illegal encroachments & the promoters are in active negotiations for settlement & to remove them from site. The FSI to be generated from encroached area shall be utilized for constructing the 4th wing i.e. Tower No.4. The removal of the encroachments and construction of

Sr. No.	Old C.T.S. No.	New C.T.S. No.	Area in sq. meters	said Larger Property
1.	303/A/3/B	303/A/3/B/A	3989.92	Portion of the said Larger Property
TOTAL			3989.92	करल ४

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- h. From the above, the Promoter has good right, full power and absolute authority to develop the said Property by constructing thereupon Four Residential cum partly commercial Towers on a portion of the said Property as indicated in black hatched lines in the plan at Annexure 'A', an open space around the building/ complex indicated in white coloured space on the Plan Annexure 'A'. The particulars of sanctions granted are as follows:

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- iii. The promoter has proposed plan of 3- 4 wings consisting of Ground floor +22 habitable floors residential + part commercial and mechanical parking. The plot is partly affected by illegal encroachments & the promoters are in active negotiations for settlement & to remove them from site. The FSI to be generated from encroached area shall be utilized for constructing the 4th wing i.e. Tower No.4. The removal of the encroachments and construction of

the 4th wing will not any manner affect the construction of the other

three wings.	
करल ४	
9332e	Between the Parties hereto, an Agreement has been arrived at as recorded hereinafter for sale / Allotment of Flat by the promoter to
2023	allottee.

v. The Promoter has appointed a structural Engineer for the preparation of structural design and drawings of the buildings and the Promoter shall be responsible for the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.



vi. On demand from the allottee, the Promoter has given inspection to the documents of title relating to the project land and designs and specifications prepared by the Promoter's Architects Messrs. Aakar architects & Consultants 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 there under;

vii. The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

viii. 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,

ix. The authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure.

x. 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

- xi. While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the 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 shall be granted by the concerned local authority.

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- xii. The Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans
- xiii. The carpet area of the said Apartment is square meter. "Carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.



- i. 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;

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

- The Promoter shall construct a residential cum partly commercial complex consisting of four wings, each consisting of Gr floor +22storeyon the said property in accordance with the plans, designs and specifications approved by the concerned local authority and which have been seen and approved by the Allottee with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authority to be made in them or any of them.

[Faint signatures and stamps at the bottom of the page]

[Handwritten signature]

[Handwritten signature]

2. The Promoter hereby agrees to sell to the Allottee and the Allottee agrees to purchase Flat no. 1603 on 16th floor (16th habitable floor) as per RERA measuring carpet area 34.90 sq.mts. equivalent to 365 square feet in the (Wing C) (the floor plan whereof is annexed hereto as Annexure) containing the amenities as enlisted in Schedule III herein under written for a consideration of Rs. 69,64,815/- (Rupees. Sixty Nine Lakh Sixty Four Thousand- Eight Hundred Fifteen Only)



3. The Allottee wants to purchase parking and he has requested us not to

The Allottee shall pay the aforesaid consideration as follows:-

Payment Milestone	Amount Rs.
10% 1 st Installment.	6,96,481/-
35% 2 nd Installment.	24,37,685/-
1.25% on Completion of Slab 1	87,060/-
1.25% on Completion of Slab 2	87,060/-
1.25% on Completion of Slab 3	87,060/-
1.25% on Completion of Slab 4	87,060/-
1.25% on Completion of Slab 5	87,060/-
1.25% on Completion of Slab 6	87,060/-
1.25% on Completion of Slab 7	87,060/-
1.25% on Completion of Slab 8	87,060/-
1.25% on Completion of Slab 9	87,060/-
1.25% on Completion of Slab 10	87,060/-
1.25% on Completion of Slab 11	87,060/-
1.25% on Completion of Slab 12	87,060/-
1.25% on Completion of Slab 13	87,060/-
1.25% on Completion of Slab 14	87,060/-
1.25% on Completion of Slab 15	87,060/-
1.25% on Completion of Slab 16	87,060/-
1.25% on Completion of Slab 17	87,060/-
1.25% on Completion of Slab 18	87,060/-
1.25% on Completion of Slab 19	87,060/-
1.25% on Completion of Slab 20.	87,060/-
5% on Completion of walls & internal plaster	87,060/-
5% on Completion of External Plumbing and Plaster.	3,48,241/-
5% on Completion of Sanitary Fittings & Staircases.	3,48,241/-
10% on Completion of Lifts , Water pumps , Electrical Fittings & Entrance Lobby/s.	6,96,481/-
5% Balance a time of possession or after receipt of OC.	3,48,245/-
Total	69,64,815/-

62. Brokerage:

In case the Allottee has to pay any commission or brokerage to any person for services rendered by such person to the Allottee whether in or outside India for acquiring the said Flat for the Allottee, the Allottee shall in no way whatsoever be responsible or liable thereof and no such commission or brokerage shall be deductible from the amount of sale Consideration agreed to be payable to the Promoter for the said Flat. Further the Allottee undertakes to indemnify and hold the Promoter free and harmless from and against all liabilities and expenses in this connection.

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63. Certain References:

Any reference in this agreement to any one gender, number or case, whether singular or neuter includes the other two and the singular includes the plural and vice versa, unless the context otherwise requires. The terms "herein", "hereto", "hereof" or "thereof" or similar terms used in this agreement refer to this entire agreement and not to the particular provision in which the term is used unless the context otherwise require. Unless otherwise stated all references herein to clauses, section or other provisions are references to clauses, sections or other provisions of this agreement.

Further wherever the words "foot print of the said building" occurs in this agreement it shall refer to and mean "the precise land underneath the said Building:

64. Waiver Not a Limitation to Enforce:

The delay or indulgence on the part of the Promoter in enforcing any of the terms hereof or any forbearance or giving of time shall not be construed as waiver on their part of any breach or non-compliance of any other terms and conditions hereof by the Allottee nor shall the same in any manner prejudice any of the Promoters' rights hereunder.

IN WITNESS WHEREOF the parties hereto have hereunto set end, subscribed their respective hands and signature the day and year first hereinabove within.

SCHEDULE I

All that piece and parcel of land bearing Old Survey No. 55 and 56 (pt.), New Survey No. 209 (part), Old C.T.S. No. 303 (part) i.e. 303/A/3/B (part), 303/A/3/B/46 (part), 303/A/3/B/47 (part), 303/A/3/B/48 (part), 303/A/3/B/49 (part) and 303/A/3/B/50 (part) and New C.T.S. No. 303A/3/B/A in all admeasuring 3989.92 sq. meters situated, lying and being at Village Bhandup, Taluka Kurla and Mumbai

Re

Law
Notary

करल ४
 Suburban District and shown delineated in red colour hatch line on the plan hereto
 annexed and marked as Annexure "A" and bounded as follows:
 On or towards the North by:
 On or towards the South by:
 On or towards the East by:
 On or towards the West by:

By 9.5 mtr wide sanctioned RL Sonapur Lane;
 By 12.5 M existing road;
 By 18.3 M wide D. P. Road (Partly) and C.T.S. No. 1022; and
 By Land Bearing C.T.S. No. 303A/3A.



SCHEDULE A"

FLOOR PLAN OF THE APARTMENT

ANNEXURE - A

Name of the Attorney at Law/Advocate
 Address:
 Date:

No.
 RE. :

Title Report

Details of the Title Report

The Schedule Above Referred to
 (Description of property)

Place:

Dated day of 20.....

(Signed)
 Signature of Attorney-at-

Law/Advocate

ANNEXURE - B

(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 - C

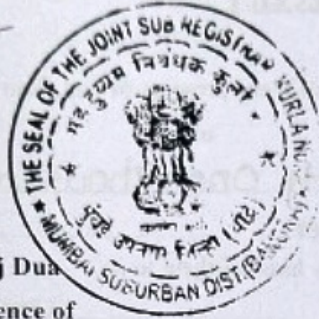
(Specification and amenities for the apartment

करल ४
 SIGNED AND DELIVERED
 By the witness
 M.S. DP 30/09/2019



Mr. Rajan S Dua and

1. [Signature]
2. [Signature]



Mr. Somraj Dua

In the presence of

1. [Signature]
2. [Signature]



SIGNED AND DELIVERED

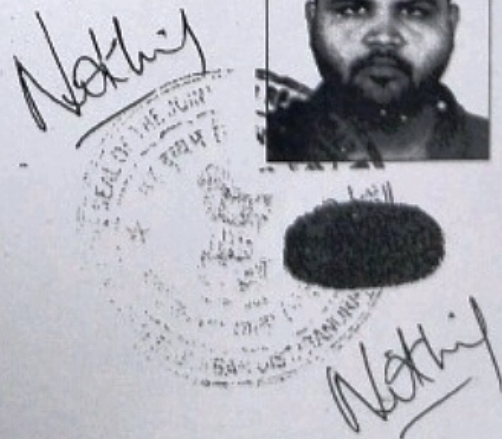
Mrs. Jayalakshmi Nikhil Iyer

1. [Signature]
2. [Signature]



Mr. Nikhil Hariharan Iyer

1. [Signature]
2. [Signature]



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२०२३		

32

RECEIPT



or before the execution of these presents of and from the within named
 sum of Rs. 741667 /-
Seven Lakh Founthy One Thousand Six
Hundred Sixty Seven only) being
 mentioned to be paid by him/her/them to us.

Rajendra D. C.

[Handwritten signature]





04/07/2023

सूची क्र.2

दुय्याम निबंधक : सह दु.नि. कुर्ला 4

दस्ता क्रमांक : 13389/2023

नोंदणी :

Regn 63m

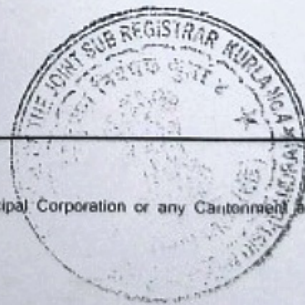
गावाचे नाव : भांडुप

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	6964815
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	5837261.43
(4) भू-मापन पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव:मुंबई मनपा इतर वर्णित :सदनिका नं: फ्लॉट नं. 1603, माळा नं: 16 वा मजला(16 वा हॅबिटेबल मजला), इमारतीचे नाव: त्रिवेणी स्त्री विंग, ब्लॉक नं: भांडुप पश्चिम,मुंबई 400078, रोड : श्री पी स्टार,दत्त मंदिर रोड, इतर माहिती: मोजे भांडुप,जुना सी टी एस नं 303ए /3/बी(पार्ट),303ए/3/बी/46 ते 50(पार्ट)व नवीन सी टी एस नं 303ए /3/बी /ए,सदर सदनिका मिळकतीचे क्षेत्र 33.90 चौ निटर कारपेट म्हणजेच 365 चौ फूट कारपेट रेषामाणे,((C.T.S. Number : जुना सी टी एस नं 303ए /3/बी (पार्ट), 303ए/3/बी/46 ते 50 (पार्ट) व नवीन सी टी एस नं 303ए /3/बी /ए :))
(5) क्षेत्रफळ	1) 37.31 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-डीपी बिल्डिंग्स एल एल पी वी आणिदार राजन एस दुआ व सोमराज दुआ तर्फे कबुलीजबाबा करीता कु मु म्हणून निवेश एस रामकुंडलिया उर्फ ठक्कर वय:-41: पत्ता:-फ्लॉट नं: ऑफिस, माळा नं: - इमारतीचे नाव: -, ब्लॉक नं: भांडुप पश्चिम, मुंबई, रोड नं: दत्त मंदिर रोड, महाराष्ट्र, MUMBAI. पिन कोड:-400078 पॅन नं:-AAJFD3212G
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-जयलक्ष्मी मिडिल अय्यर वय:-33, पत्ता:-फ्लॉट नं: 2801, माळा नं: 28 वा मजला, इमारतीचे नाव: रोसा - ए विंग रोड मोंटाना, ब्लॉक नं: मुंबई पश्चिम, मुंबई, रोड नं: मेरिथॉन एव्हेन्यू, मेरिथॉन कॉसमॉस समोर, महाराष्ट्र, मुंबई. पिन कोड:-400080 पॅन नं:-AVYPP9013F 2): नाव:-मिडिल हरिहरन अय्यर वय:-34, पत्ता:-फ्लॉट नं: 2801, माळा नं: 28 वा मजला, इमारतीचे नाव: रोसा - ए विंग रोड मोंटाना, ब्लॉक नं: मुंबई पश्चिम, मुंबई, रोड नं: मेरिथॉन एव्हेन्यू, मेरिथॉन कॉसमॉस समोर, महाराष्ट्र, मुंबई. पिन कोड:-400080 पॅन नं:-AAYPI3803K
(9) दस्तऐवज करून दिल्याचा दिनांक	04/07/2023
(10)दस्त नोंदणी केल्याचा दिनांक	04/07/2023
(11)अनुक्रमांक,खंड व पृष्ठ	13389/2023
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	417900
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

मुल्याकनामाठी विद्यारात धेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

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



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Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	DP BUILDHOMES LLP	eChallan	00040572023070438656	MH004673791202324E	417900.00	SD	0002393338202324	04/07/2023
2		DHC		0107202300917	380	RF	0107202300917D	04/07/2023
3		DHC		0107202300881	2000	RF	0107202300881D	04/07/2023
4	DP BUILDHOMES LLP	eChallan		MH004673791202324E	30000	RF	0002393338202324	04/07/2023

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



[Signature]
 सह मुख्य निबंधक वर्ग-२
 कुर्ला-४, मुंबई उपनगर जिल्हा