

367/2428

Friday, March 09, 2018

9:09 AM

पावती

Original/Duplicate

नोंदणी क्र.: 391

Regn.: 3911

पावती क्र.: 2748 दिनांक: 09/03/2018

गावाचे नाव: पी.एस.पहाडीगोरेगांव

दस्तावेजाचा अनुक्रमांक: बरल-2-2428-2018

दस्तावेजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: राजेंद्र जयप्रकाश बोहरा

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2480.00

पृष्ठांची संख्या: 124

एकूण:

रु. 32480.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

9:11 AM ह्या वेळेस मिळेल.

वाजार मूल्य: रु. 16155909/-

मोबदला रु. 22797523/-

भरलेले मुद्रांक शुल्क : रु. 1140000/-


सह दुय्यम निबंधक, कोशियली - २

सह दुय्यम निबंधक, कोशियली - २

मुंबई उपनगर विभाग

1) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु. 30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH011381929201713S दिनांक: 05/03/2018

बँकेचे नाव व पत्ता: Panjab National Bank

2) देयकाचा प्रकार: By Cash रक्कम: रु 2480/-

गावाचे नाव: पी एस पहाडागारगाव

- (1) वित्तखाचा पत्रकार करारनामा रु.22,797,523/-
(2) मोबदला रु.16,155,909/-
(3) बाजारभाव भाडेपट्ट्याचा वा रतितपट्टाकार भाकारणी देतो की पट्टेदार ते

(4) भू.मापन, पोटहिस्सा व फरकमांक (असल्यास)

260/5A, R8 पातिकेचे नाव, मुंबई मनपा इतर वर्णन: सदनिका नं. 311, माळा नं. 31 वा फजता, इमारतीचे नाव: विंग ए ओरा, रेडीयंस ए कल्पतरू रेडीयंस, ब्लॉक नं. गोरेगाव पश्चिम, मुंबई 400104, इतर माहिती: सोबत 1 वेकल पार्किंग सोस, सदनिका क्षेत्र 86 79ची मी विल्टअप बंधिस्त वात्कनी क्षेत्र 2.86 चौ मी विल्टअप, ओपन वात्कनी क्षेत्र 3.36 चौ मी कार्पेट 86.79 चौ मीटर

(5) क्षेत्रफल

(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा

(7) दस्तऐवज करून देण-या विहिन ठेवण-या पक्षकाराचे नाव किंवा दिवाणी न्यायातयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.

(8) दस्तऐवज करून घेण-या पक्षकाराचे व किंवा दिवाणी न्यायातयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता

1) नाव- किराना वेंवस एत एत पी तर्फे गावबंद वाधवानी फे भुखत्यार योगेश बांदेकर, वय: 42;
पत्ता:- प्लॉट नं. 101, माळा नं. 10, इमारतीचे नाव: कल्पतरू सिनर्जी, ब्लॉक नं. सांताक्रूझ पूर्व, रोड नं. वाकोला, महाराष्ट्र, मुंबई.
पिन कोड:- 400055
पॅन नं.- AAKFK3876C

1) नाव- राजेंद्र जयप्रकाश बोहरा, वय: 44,
पत्ता:- प्लॉट नं. ई 403, माळा नं. - इमारतीचे नाव: कृष्णा रेसिडेन्सी, ब्लॉक नं. मलाड पश्चिम, रोड नं. बी एच सुंदर नगर, डी जी खेतान स्कुल, महाराष्ट्र, मुंबई;
पिन कोड:- 400064;
पॅन नं.- AAEPB4527N;

2) नाव- नीतू आर बोहरा, वय: 36;
पत्ता:- प्लॉट नं. ई 403, माळा नं. - इमारतीचे नाव: कृष्णा रेसिडेन्सी, ब्लॉक नं. मलाड पश्चिम, रोड नं. बी एच सुंदर नगर, डी जी खेतान स्कुल, महाराष्ट्र, मुंबई;
पिन कोड:- 400064;
पॅन नं.- BFCEP3008M;

- (9) दस्तऐवज करून देणाऱ्याचा दिनांक
(10) दस्त नोंदणी केल्याचा दिनांक
(11) अनुक्रमांक, खंड व पत्र
(12) बाजारभावाप्रमाणे मंशक शुल्क
(13) बाजारभावाप्रमाणे दणी शुल्क
(14) यंत्र

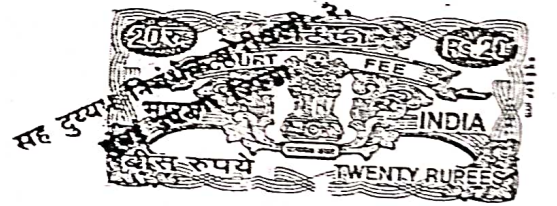
06/03/2018

09/03/2018

2428/2018

रु.1,140,000/-

रु.30,000/-



1) न्यायनासाठी विचारात
2) जेव्हा तपशील:-

Null

1) मंशक शुल्क आकारताना
2) जेव्हा अनुच्छेद:-



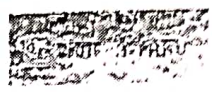
within the limits of any Municipal Corporation or any Cantonment area annexed to it.

खरी प्रत

दुयम निबंधक बोरीवली- 2
मुंबई उपनगर जिल्हा

06/03/2018

[Faint handwritten notes and signatures in the top right corner]



AGREEMENT FOR SALE

AGREEMENT FOR SALE made at Mumbai, this 06th day of March, in the year Two Thousand and EIGHTEEN.

BETWEEN

KRYANA VENTURES LLP, a limited liability partnership incorporated under the provisions of Limited Liability Partnership Act, 2008, having its registered office at 101, Kalbataru Synergy, Opposite Grand Hyatt, Santacruz (East), Mumbai 400 055, hereinafter 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 or partner for the time being of the said limited liability partnership, its successors and assigns) of the **One Part**,

AND

Mr Rajendra Jayprakash Bohra and Mrs. Neetu R. Bohra Indian Inhabitant/s having his / her / their address at **Krishna Residency, E-403, B/H Sunder Nagar, Malad West, D.C. Khaitan School, Mumbai: 400064, [or] _____, LLP, a**

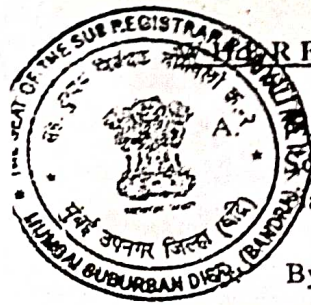
[Handwritten signature]

[Handwritten signature: Neetu R. Bohra]

बल - २/		
२०२८	५	१४
२०१८		

limited liability partnership, constituted under the Limited Liability Partnership Act, 2008, having _____ its _____ registered _____ of ice at _____ represented herein by its duly authorised partner _____, [or] Messrs. _____ a partnership firm, registered under the Indian Partnership Act, 1932, having its prime pal place _____ of _____ business _____ represented herein by its duly authorised partner _____ [or] _____ Private Limited/Limited, a company incorporated under the Companies Act, 1956, and existing under the Companies Act, 2013, having its registered office at _____ [or] _____ HUF, a Hindu Undivided Family, having its address at _____, represented herein by its karta and manager _____ [or] _____ trustee of the private trust constituted under the Deed of Trust/Settlement dated _____, having their/its address at _____ [or] _____ Trust, a public trust registered under the _____ Act, 19 _____, having its registered office at _____, represented herein by its duly authorised trustees, 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 a/an (i) individual or individuals, his, her or their respective heirs, legal representatives, executors, administrators, successors and permitted assigns, (ii) limited company, or limited liability partnership, its successors and permitted assigns, (iii) partnership firm, the partners from time to time of the firm and the heirs, legal representatives, executors and administrators, of its last surviving partner its or their successors and permitted assigns, (iv) hindu undivided family, the karta and manager and the coparceners from time to time thereof and the survivors or survivor of them and the heirs, legal representatives, executors and administrators, of the last survivor of them, its or their successors and permitted assigns and (v) trust, the trustees for the time being and from time to time of the trust and the survivors or survivor of them and its/their successors and permitted assigns) of the **Other Part**.

All capitalized terms in this Agreement shall have the meanings as respectively assigned to them in Article (1.1). Any word or phrase defined in the body, or schedules, or annexes, of this Agreement, as opposed to being defined in Article (1.1), shall have the meaning assigned to such word or phrase in this Agreement.



REAS:

HADA is the owner of the Larger Land and more particularly described in First Schedule hereunder written and delineated in red coloured boundary line or the _____ an annexed hereto and marked as Annexure 'C-1'.

By and under development agreements, joint development agreement, modifications and under the other deeds and writings etc., as set out in Part A of

बल - २/		
२०२६	E	१२०
२०१६		

the Statement annexed hereto and marked Annexure 'A', GACPL acquired development rights in respect of the Larger Land.

2. Out of the development rights granted in favour of GACPL, GACPL granted unto the Promoter, irrevocable and exclusive development rights of the Whole Project Land, for such consideration and in the manner and on the terms and conditions as stated in a Development Agreement. Further, the Power of Attorney was executed by GACPL in favour of the Promoter containing, inter alia, powers and authorities, to facilitate the development of the Whole Project Land. A photocopy of Property Register Card in respect of the Whole Project Land is annexed hereto and marked Annexure 'B-1'.

D. The Whole Project Land has the Existing Structures thereon, in the occupation of third parties. The Existing Structures have been demarcated on the layout of the Whole Project Land and the balance portion of the Whole Project Land is being currently developed, as referred hereinafter.

The Promoter intends to develop the Whole Project Land (excluding the Existing Structures) in five (5) phases over a period of time, by constructing a complex to be known as "KALPATARU RADIANCE" ("Whole Project"), that is, the development and construction thereon, of four (4) proposed multi-storied residential buildings, to be respectively known as Wing 'A', Wing 'B', Wing 'C' and Wing 'D', each having upto thirty-one (31) habitable floors, together with two (2) basements, ground, two (2) podiums, one (1) podium/ E-deck/ stilt level, and proposed three (3) structures within the podium comprising of one hundred four (104) commercial shops facing public road/s, and together with various infrastructure, amenities and facilities including multi-level/stacked/mechanic vehicle parking spaces thereon and Common Areas & Amenities and Limited Common Areas & Amenities.

F. The Promoter has registered the Project A as a "real estate project" as defined under the Real Estate Regulation Act, 2016 with the Real Estate Regulatory Authority at Mumbai bearing RERA No. P51800000591. The authenticated copy of the RERA certificate for Project A is annexed hereto and marked as Annexure 'B-2'. Each of the Balance Projects has been or will be registered as "real estate project" as defined under the Real Estate Regulation Act, 2016 from time to time.

G. All projects/phases in the Whole Project, shall have a proportionate share of interest in the Common Areas & Amenities, which will be ultimately held by the Federation as provided herein, and through the Federation, as determined by the Promoter, in its discretion.

H. The Promoter intends to sell and allot any of the Premises in the Project A on a "ownership basis" under the provisions of Applicable Law, from time to time.

बरल	
२०२८	२

and/or the grant of leases, tenancies, licences, and/or any other alienation or disposal of such Premises, as the Promoter deems fit, in its discretion.

- I. The Promoter has: (i) appointed the Project Architect and the Project Engineer in respect of the design and execution of the Project A and has accepted their professional supervision, (ii) obtained the Certificate of Title, and (iii) obtained certain Approvals.
- J. The Allottee/s has/have approached, and applied to, the Promoter, for allotment to the Allottee/s, of the Apartment, with the benefit of the use of the Parking Space/s as amenity thereto. In this regard, the Allottee/s has/have demanded from the Promoter, and the Promoter has given to the Allottee/s, inspection of the documents and records relating to the Larger Land, the Whole Project Land, and the Whole Project including Project A, as well as all Plans, Approvals and other documents as specified under RERA, as required to be disclosed. The Allottee/s has/have satisfied himself/ herself/ themselves/ itself in respect thereof, including the title of the MHADA to the Larger Land, GACPL's right to develop the Larger Land and the Promoter's right to develop the Whole Project Land, and the status thereof.
- K. Based upon the agreements, confirmations and undertakings of and applicable to the Allottee/s herein, including to observe, perform and comply with all terms, conditions and provisions of this Agreement, the Promoter has agreed to allot and sell the Apartment to the Allottee/s, strictly upon and subject to the terms, conditions and provisions hereof.
- L. Under the provisions of RERA and MOFA (as applicable), the Parties are required to execute an agreement for sale, being this Agreement, and to register the same under the provisions of the Indian Registration Act, 1908.

NOW IT IS HEREBY AGREED, BY AND BETWEEN THE PARTIES AS FOLLOWS: -

ARTICLE 1 - DEFINITIONS & INTERPRETATION

Definitions

"Aggregate Payments" means all amounts, charges, deposits, interest, damages, liabilities, contributions including fund contributions and corpus, etc., including the Purchase Price, Interest, Liquidated Damages, Other Charges & Deposits, and Taxes payable, agreed to be paid, and/or required to be paid by the Allottee/s herein and in relation to, and/or in pursuance of, the agreement for allotment and sale herein.



बरल - २/		
२०२६	६	१२०
२०१६		

encroachment along with BEST housing

IN 11
here
write

ST

THE SECOND SCHEDULE ABOVE REFERRED TO
(Description of the Whole Project Land)

ALL THAT piece or parcel of non-agricultural land admeasuring about 17,458.50 metres, bearing Plot No. R8 in the approved layout of the Larger Land, and bearing No.260/5A of Village Pahadi Goregaon (West) together with temple and other structures in Mumbai Suburban District, delineated with blue coloured boundary line on plan annexed hereto and marked Annexure 'C-2', and bounded as follows:

- On or towards the North : by 13.40 metres wide road bearing C.T.S. No.260/6 of Village Pahadi Goregaon (West);
- On or towards the South : by 13.40 metres wide road bearing C.T.S. No.260/4 of Village Pahadi Goregaon (West);
- On or towards the East : by part of 13.40 metres wide road bearing C.T.S. No.260/5B at Village Pahadi Goregaon (West) and,
- On or towards the West : by existing nalla.

THE THIRD SCHEDULE ABOVE REFERRED TO:
(Description of the Apartment and Parking Space/s)

All that the proposed Apartment bearing no. '311', admeasuring approximately '78.90' square meters Carpet Area (RERA) that is, approximately '849' square feet Carpet Area (RERA), on 31st habitable floor, of the Project A, together with 01 (One) vehicle Parking Space/s in the Whole Project known as "KALPATARU RADIANCE".

Enclosed balcony/ Utility area attached to the Apartment is approximately 2.56 square meters, that is, approximately 28 square feet;

Balcony(open) area attached to the Apartment is approximately 3.36 square meters, that is, approximately 36 square feet;

Open terrace area attached to the Apartment is approximately NA square meters, that is, approximately NA square feet.



Handwritten signature

Handwritten signature: Neta R. Kowla

बल - 21	
2024	2024
2024	

C - 3



MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No CHE /283/BP (WS)/AP/GOVT.

COMMENCEMENT CERTIFICATE

To, Mumbai Housing & Area Development Board, Gaha Nirman Bhavan, Kalanagar, Bandra (East)

Sir, With reference to your application No. CHE /283/BP (WS)/AP/GOVT. Dated. 18/2/2017 for Development Permission and grant of Commencement Certificate under Section 44 & 49 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 34(3) no 337 (New) dated 18/2/2017 of the Mumbai Municipal Corporation Act 1938 to erect a building in Building development work of on plot No. R-8 C.T.S. No. 280/8A Division / Village / Town Planning Scheme No. PAHADI GOREGAON (W)-P/S situated at Siddharth Road Road / Street in P/3 Ward Ward.

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

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

The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.

The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri. Assistant Engineer P Ward Assistant Engineer to exercise the powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 14/8/2017



Table with handwritten entries: बरल - २/ (Baral - 2/), 2826, E& 9d, 2016

Issue On: 15/8/2009

Valid Upto:

14/8/2017

Remark:

Approved By
P. S. Haldane
Executive Engineer

Issue On: 6/4/2017

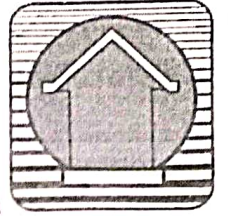
Valid Upto:

14/8/2017

Remark:

Further C.C. is extended for building comprising of Wing A, C & D with basement (for parking) + Ground shops + stat. (pl.) (for parking) + 1st to 3rd level podium + 1st to 31st upper floors (for residential units) as per amended plans dated 14/02/17





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

PART OCCUPATION CERTIFICATE

No.MH/EE/(B.P.)/GM/MHADA-48 / 1269/2023

DATE- 10 APR 2023

To,
EXECUTIVE ENGINEER /
GOREGAON DIVISION,
MUMBAI HOUSING & AREA
DEVELOPMENT BOARD (Owner).
GRIHA NIRMAN BHAVAN,
KALANAGR, BANDRA (EAST),
MUMBAI.

To,
KIYANA VENTURES LLP (POA
Holder), 101, KALPATARU SYNERGY,
OPP. GRAND HYATT,
SANTACRUZ (EAST), MUMBAI -
400055.

Sub:- Part Occupation (i.e., Full O.C. for Wing A, C and D and Part OC for
Wing B) for proposed building No. 1 on Sector No. R-8 in the Siddharth
Nagar, MHADA layout, on plot bearing CTS No. 260/5A of Village Pahadi
Goregaon at Goregaon (W), Mumbai.

Ref :- 1) MCGM file no. CHE/283/BP (WS) Govt. /AP dt. And latest plans approved
dtd. 29th July, 2017.
2) Order dtd. 21.03.2023 and dtd. 27.03.2023 passed by the Hon'ble Bombay
High Court in Writ Petition No. 513 of 2023.
3) Representation of M/s. Space Moulders on dtd 03.04.2023.
4) Concurrence received from CO/Mumbai Board u/no. ET- 38 dtd.
06/04/2023.



1

Dear Applicant,

With reference to Architect's application dated 03.04.2023 for Proposed Resi. Bldg. No. 1 on Sector No. R-8 in the Siddharth Nagar, MHADA layout, on plot bearing CTS No. 260/5A of Village Pahadi Goregaon at Goregaon (W), Mumbai, the part development work of residential cum commercial building- Wing A, C and D with basement (for parking and services) + Ground(pt.) (for shops) + stilt (pt.) (for parking)+ 1st and 2nd Podium level + 3rd level podium(E-deck Floor) + 1st to 17th floor (for residential units) + Fire-Check Floor above 17th Floor + 18th to 31st upper floor (for residential units)& Wing B with 2 nos. of basements (for parking and Services) + Ground(pt.) (for shops) + stilt (pt.) (for parking)+ 1st and 2nd Podium level+ 3rd level podium(E-deck Floor) + 1st floor (for residential units) + 2 level Fitness Center and 2 level Club house both at 3rd podium level, is completed under the supervision of Shri. Chandan Kelekar, Architect, Lic. No. CA/87/11009, Shri Pravin T. Gala, Structural Engineer, Lic. No. STR/G/11 and Shri. Ashok Dangle, Site supervisor, Lic.No. Regn.no. D/233/SS-I, and as per part development completion certificate submitted by Architect and as per part completion certificate issued by Chief Fire Officer, on 03/01/2019. The same may be occupied and completion certificate submitted by you is hereby accepted as per the Order dtd. 21.03.2023 and dtd. 27.03.2023 passed by the Hon'ble Bombay High Court in Writ Petition No. 513 of 2023.

The same may be occupied with the following conditions:

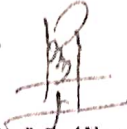
1. That all fire fighting systems shall be maintained in good working conditions.

2. That this Part OC without prejudice to legal matter pending in court of Law if Any.
3. Addition / alteration in the approved building plan shall not be allowed.
4. The operation of the hydropneumatic system, fire services, STP shall be Maintained.
5. Terms and conditions of Fire NOC shall be strictly followed.
6. Terms and Conditions mentioned in MOEF shall be strictly followed.
7. Functioning of Lifts, DG sets, OWC, Rainwater harvesting system, substation Shall be maintained.

Subject to conditions:

1. That the certificate u/s 270 A shall be obtained before giving possession of the flats to the buyers for which OC is being hereby granted.
2. That all the future premiums or any pending dues will be paid by Developer before Full OC.

D.A.:-Plan.



(Rupesh M. Totewar)
Executive Engineer B.P. Cell(W.S)
Greater Mumbai/ MHADA

Annexure 'B-2'

RERA REGISTRATION CERTIFICATE



Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT
FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number P51200000591
Project: **Kalpitaru Radiance A Plot Bearing / CTS / Survey / Final Plot No.: CTS no.260/5A -part of village Patedi Goregaon west at Borivall, Borivall, Mumbai Suburban, 400104.**

1 Kiyana Ventures LLP having its registered office / principal place of business at **Tehsil: Andheri District: Mumbai Suburban, Pin: 400055.**

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

- o The promoter shall enter into an agreement for sale with the allottees;
- o The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
- o The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5.

OR
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

- o The Registration shall be valid for a period commencing from 18/07/2017 and ending with 31/12/2021 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6
- o The promoter shall comply with the provisions of the Act and the rules and regulations made there under.
- o 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. Venant Prabhakar
(Secretary, Maharashtra Real Estate Regulatory Authority)
Date: 7/18/2017 2:47:54 PM



Dated 18/07/2017
Place: Mumbai

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

जुलै = २१	२२	२३
२४	२५	२६