REDEVELOPMENT OF Shri Jay-Sukh CHS Ltd.



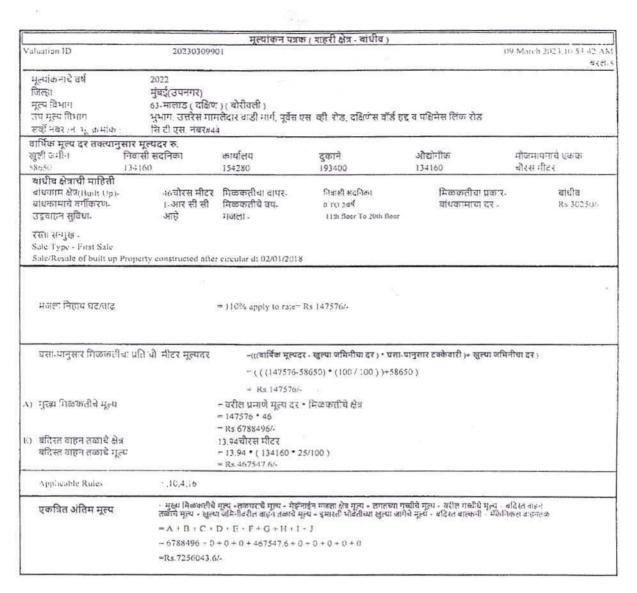
SAI SIDDHI

**BUILDERS & DEVELOPERS** 

CHS LTD

we BUILD the TRUST

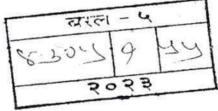




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## CHALLAN MTR Form Number-6



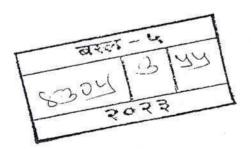
GRN MH016400961202223P	BARCODE			III Dat	e 07/03/2023-21:18:11	Form ID 25.2
Department Inspector General	Of Registration				Payer Details	
Stamp Duty			TAX ID / TA	N (If Any)	19	·
Type of Payment Registration Fee			PAN No.(If Applicable)		ACCFS6605D	
Office Name BRL5_JT SUB REGISTRAR BORIVALI 5			Full Name		SAI SIDDHI BUIL DERS AND DEVELOPERS	
ocation MUMBAI		***************************************				
Year 2022-2023 One Time			Flat/Block No.		FLAT NO 1602 16TH FLOOR , SHRI JAY SUR	
			Premises/E	uilding	CHS LTD	
Account Head Do	etails	Amount In Rs.				
0030045501 Stamp Duty		450000.00	Road/Street		LIBERTY GARDEN ROAD NO 3	
0030063301 Registration Fee		30000.00	Area/Locality		MALAD WEST	
			Town/City/District		×	
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			PAN2=BAXPG4437R~SecondPartyName=MR BABULAL NARAY			
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otal		4,80,000.00	Words			`
Payment Details STATE BANK OF INDIA			FOR USE IN RECEIVING BANK			
Cheque-DD Details			Bank CIN	Ref. No.	100005020230307018	371662/123637
Cheque/DD No.			Bank Date	RBI Date	07/03/2023-21:18:44	Not Verified with RBI
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Print Date 09-03-2023 11:18:02



Ocument Handling Inspector General of Registration & Stamps

## Receipt of Document Handling Charges

0903202301200

Receipt Date

09/03/2023

Received from dhc, Mobile number 9800000000, an amount of Rs.1100/-, towards Document Handling Charges for the Document to be registered on Document No. 4305 dated 09/03/2023 at the Sub Registrar office Joint S.R. Borivali 5 of the District Mumbal Sub-urban District.

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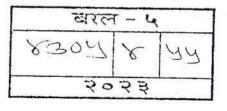
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## **Payment Details**

Bank Name	SBIN	Payment Date	09/03/2023
Bank CIN	10004152023030901115	REF No.	CHL9547972
Deface No 0903202301200D		Deface Date	09/03/2023

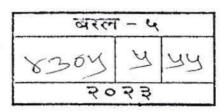
This is computer generated receipt, hence no signature is required.











#### AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") under the provisions of RERA being executed on this  $9^{+1}$  day of March , 2023.

## By and Between

M/s. SAI SIDDHI BUILDERS & DEVELOPERS, a Registered Partnership Firm, duly registered under the Indian Partnership Act, 1932 having its registered office at 304, Jayshree Akshay CHS Limited, IC Colony, Borivali (West), Mumbai - 400092, hereinafter called "THE DEVELOPERS" (which expression shall, unless it be repugnant to the context or meaning thereof, shall mean and include all the Partners for the time being and from time to time of the said Firm, their heirs, successors and permitted assigns) jointly and severally of the FIRST PART:

#### AND

MR. BABULAL NARAYAN GHANCHI, (Aadhar no. 7696 7100 4125) son/ daughter of NARAYANLAL TIKMJI GHANCHI, aged 29 about (PAN No. -BAXPG4437R) residing at B/402, Swet Sagar, Liberty Garden Road, Near Liberty Garden, Malad (West) Mumbai 400064 and MRS. MEENA NARAYAN GHACHI (Aadhar no. 2940 8769 0203) son/daughter of SUKANCHAND RUPARAMJI GHACHI, aged 52 about (PAN No. -AXKPG2110N) residing at B/402, Swet Sagar, Liberty Garden Road, Near Liberty Garden, Malad (West) Mumbai 400064 hereinafter called the "ALLOTTEES/ PURCHASERS" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heir, executors, administrators, successors-in-interest and permitted assignees).

WHEREAS:

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- A. One Mrs. Kulsumbai Badruddin Maladwala was the Owner of and/or seized and possessed of and/or otherwise well and sufficiently entitled to all that piece or parcel of land bearing Survey No. 5A (Part), being Plot No. 89 of Liberty Garden Housing Colony Private Scheme No. 1 lying, being and situate at Mamlatdar Wadi Road, Malad (West), Mumbai, totally admeasuring about 747.26 Sq. Yards equivalent to 624.80 sq. meters or thereabouts along with the structures then standing thereon situated at village Malad, Taluka Borivali and in the Registration District and Sub - District of Mumbai City and Mumbai Suburban, hereinafter referred to as "Project land" for the sake of brevity and the said land and the building thereupon shall be herein after referred to as 'the said property' for the sake of brevity;
- B. By virtue of an Agreement for Sale executed on 11/09/1969 between Mrs. Kulsumbai Badruddin Maladwala, the Vendor therein and Mrs. Rehana Imamuddin Nensay, the Purchasers therein, the Vendor therein agreed to sell and the Purchasers therein agreed to purchase the said land for the consideration and on the terms and conditions contained therein.
- C. By virtue of another Agreement executed on 20/01/1970 the said Mrs. Rehana Imamuddin Nensay in turn agreed to sell the said land along with her right, title & interest in the said land to Mr. R. H. Lobo, for the consideration and on the terms and conditions contained therein; That the said Mr. R. H. Lobo acted as a Chief Developer of the present society i.e. SHRI JAYSUKH CO-OPERATIVE HOUSING SOCIETY LIMITED.

The said society was so formed through the said Developer/s and the same was caused to be registered under No. BOM/HSG/2323 of 5th March 1970 with the Office of the Asst. Registrar for Co- operative Spcieties under the provisions of the Maharashtra Co-operative Societies ct 1960.

Further by an Indenture dated 18/03/1970 made and executed by and between the said Mrs. Kulsumbai Badruddin Maladwala therein referred to as 'the Vendor', Mrs. Rehana Imamuddin Nensay therein referred to as 'the First Confirming Party', Mr. R. H. Lobo (Chief Developer of the present society i.e. SHRI JAY-SUKH CO-OPERATIVE HOUSING SOCIETY LIMITED) therein referred to as 'the Second Confirming Party' and SHRI JAY-SUKH CO-OPERATIVE HOUSING SOCIETY LIMITED, therein referred to as 'the Purchasers' whereby the Vendor sold and conveyed the said land along with all the structure/s appurtenant to it and also along with the senefits trising out of the same to and in the favour of the Society for the consideration and on the terms and conditions contained therein.

the said society wished to construct a building upon the said ause to allot the respective flats to its bona-fide members.

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However, in order to meet the expenses and the cost of the construction of the said proposed building, the said society availed finance from THE MAHARASHTRA CO-OPERATIVE HOUSING FINANCE SOCIETY LIMITED and that in turn the society mortgaged the said land to the finance company under an Indenture of Mortgage dated 22/08/1970.

- G. That the said society repaid the entire loan/ finance availed from the above said Bank/ Finance Company and that the said Finance Company executed another Indenture (of Re- Conveyance/ Termination of Mortgage) dated 28/12/1992 where under the said Company forever discharged the said society from the said Mortgage and unmarked their lien thereby making the said land free from such encumbrances.
- H. In the premise aforesaid, the said Shri Jay-Sukh Society is absolutely entitled to and seized and possessed of the said Property. The existing building known as "Shri Jay-Sukh" standing on the said Property is consisting of ground plus three + Part four upper floors having 18 residential flats, which are occupied by 18 members in the said Society on what is popularly known as "Ownership Basis".
- I. The Society herein has been managing the affairs of the said building in accordance with provision of Maharashtra Co-operative Societies Act, 1960 and Rules hereunder and is entitled to the said property on which the said building "Shri Jay-Sukh Co-Op Housing society Ltd." is constructed.
- $^\prime$  J. That the said building in general and the R.C.C. framework in particular are in a weak condition and, over the years, have been showing signs of stress. Presently the building is about 50 years old and with each passing year, the condition of the RCC framework has been deteriorated and dangerous for residence. The said Building of "Shri Jay-Saktingwas completed in the year 1970 and being now in a weak condition that it was also assessed that the cost of repairs of the same would be exorbitant and hence, going for re- development was and is now e feasible than going for repairs of the said buildings. Hence, the members unanimously, in the Special General Body Meeting held on 13,09.2015 decided and resolved to proceed for the re- development of the said property and to demolish the existing building/s and reconstruct a new! building/s on the said property by selecting a competent Developer to carry out the same and grant a new flat to each of the existing members of the society and to sell and deal with the balance constructed area in the form of residential flats/ shops/ commercial/ office consideration as the Developer may deem fit and property prospective purchasers of the same.

K. AND WHEREAS it was further unanimously decided and agreed by majority of/ all the members that the existing building be demousbed.

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so as to avail the full benefit of plot development potentiality by use of the FSI of the land/property with benefit of TDR to be acquired and purchased from open market along with the fungible FSI benefit or such compensatory FSI benefit that may be sanctioned and approved by MCGM and to do and perform various acts, deeds, things and matters for effectual development/re-development of the said property;

- L. In pursuance of the said decision of the Managing Committee and the members in the General Meeting of the Society held for the purpose, the society invited Proposals from different Developers for redevelopment of "the said property" by demolishing the existing buildings and constructing new building/s by utilizing and consuming 1: 1 FSI is the base FSI plus 0.5% is the premium FSI plus 0.70% as TDR allowable as road width of 13.40 Meters which equal to 2.2 FSI of the net plot area available on ground. Add 35% fungible FSI on the same as per the prevailing 2034 DCPR, Hence total permissible FSI with fungible on net plot area is 2.97.
- M. The Managing Committee, on behalf of the Society, in response to their Public Notice published on 09.11.2018 in local dailies.
- N. Pursuant to the same the said society received some offers from different developers and the same were checked by the society. After per inquiry the society shortlisted the Developers i.e. M/s. Sai Siddhi Remers & Developers as Developers for the proposed re-development of the said property after consideration of the Offer dated 16.12.2017 steps the by them to the society which was further clarified, revised and confirmed vide Revised Offer Letter dated 19.12.2017. The Developers were shortlisted in the Special General Body Meeting held writing and 27.01.2018.
  - O. The said Society had followed the procedure prescribed for selecting the Developer as set out in Circular issued by the Government of Maharashtra dated 3<sup>rd</sup>January 2009.
  - P. As per the agreement referred herein-above, the Developers are required to provide 18 constructed residential tenements to the said society and subject thereto shall have the exclusive right to sell and dispose-off the remaining premises (flats/ shops/ commercial/ Office premises and/or the entire remaining F.S.I. relating to the said property as well as allot the parking spaces coming to the share of the Developers

at their own will and discretion.

Q. The said Land is earmarked for the purpose of building a

203 commercial/residential/any other purpose] Project, comprising Twenty storeyed apartment Building/s and residential/ commercial premises and the said project shall be known as 'SHRI JAY-SUKH CO-OPERATIVE

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THE RESERVE OF THE PARTY OF THE

HOUSING SOCIETY LIMITED' ("Project"). The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the said Land on which Project is to be constructed have been completed.

AND WHEREAS in the premises aforesaid, the society has agreed to permit and allow the Developers herein to undertake the redevelopment of the said property, in accordance with the prevailing Development Control Regulations for Greater Mumbai DCPR 2034 as amended time to time. On the mutually terms and conditions, which are mutually agreed upon, confirmed and as recorded hereinafter, the said Development agreement dated 19/11/2021 document registered on Borivali no BRL-5-9488-2020 registration dated 19/11/2020 in respect of SHRI JAY-SUKH CHS LTD and Power of Attorney is registered on Borivali BRL-5-9489-2020 registration dated 19/11/2020 in favour of the developer herein.

AND WHEREAS AT THE INSTRUCTION OF THE DEVELOPER ADVOCATE Mandar V. Koparkar have issued their Title Certificate dated 05/1.2/2020 an annexed herein.

AND WHEREAS the Developer have appointed Architect registered with the council of Architect and have also appointed Structural Engineer structural and building drawings and specification of the building to be constructed on the same property and purchaser /s accept/s the professional supervision of the said architect structural Engineer till completion of the building.

R. The Municipal Corporation of Greater Mumbai has granted the commencement certificate to develop the project Vice approval Cated 11/05/2021 bearing no. P-6066/2020/(44)/F/N Ward/MAXAB W/CC/1/New;

S. The Developer has obtained the final layout plan approvals for the project from Municipal Corporation of Greater Mumbai. The project and undertakes that it shall not make any changes to the layout lans except in strict compliance with section 14 of the Act and other laws as applicable;

T. The Developer has registered the Project under the provisions of the Act with the Real Estate Regulatory at Mumbai on 29.05.2

U. The ALLOTTEES/ PURCHASERS had applied for a Flatin the Project Vide paying total Booking amount of Rs. 5,00,000/- (Rupees Five Lake)
Only) paid by one cheques i.e. paid by MR. BABULAL NARAYN
GHANCHI vide Cheque dated 21/02/2022, bearing cheque no. 762499,

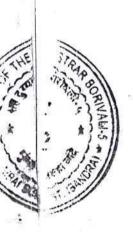
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drawn on Bank of Maharashtra and pursuant to which the Allottees (Purchasers) has been allotted Flat No. 1602 having Rera carpet area of 41.81 square mtr./ 450 sq. feet, on 16<sup>th</sup> floor and along with one Mechanical car parking space in tower parking of the building. The ALLOTTEES/ PURCHASERS has issued other payment by Post Dated

BABULAL NARAYAN GHANCHIVIDE Cheque dated by bearing cheque no.762501, drawn on Bank of Maharashtra

Location and ress: SHRI JAY-SUKH CO-OPERATIVE HOUSING SOCIETY LIMITED tuated on all that piece or parcel of land bearing Survey No. 5A (Part), being Plot No. 89 of Liberty Garden Housing Colony Private Scheme No. 1 lying, being and situate at Mamlatdar Wadi Road, village Malad (S), Malad (West), Mumbai -400064, bearing CTS No. 44

charges :		Flat No 1602		
Floor		16 <sup>th</sup> FLOOR		
Rera Carpet Area Sq. ft as per Rera Act (Maharashtra )		Rera carpet area of 41.81 square mtr./ 450 sq. Feet		
Consideration Amount		Rs. 75,00,000/-		
Payment Before Registration :		Rs. 15,00,000/-		
Stamp Duty 6%		Rs. 4,50,000/-		
Registration Charge		Rs. 30,000/-		
Balance amount  Boy 90 yy  At Ros Before the time of		as per the Payment schedule "C annexed hereto by Banker's chequilities and the disbursement of loan to be availed by the ALLOTTEES PURCHASERS.  Payment shall be released within days after issuing the Demand Lette From Developer, delaying in payment will attract the 24% annual interest or demanded amount.  Rs. 7,50,000/- (AS PER		
Possession:	INR			
Share Money and Application Fees *	INR	1000/-		
Formation of Registration of Society		NA		

V. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations details herein:

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- W. The parties hereby confirm that they are signing the agreement with full knowledge of all the laws, rules, regulations, notification, etc., applicable to the project;
- X. 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;
- Y. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Developer hereby agrees to sell and the ALLOTTEES/ PURCHASERS hereby agrees to purchase the apartment Flat No. 1602, on the 16th Floor.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained have been other good and valuable consideration, the parties agree as soliding.

### 1. TERMS:

1.1 Subject to the terms and conditions as detailed in the Agreement, the Developer agrees to sell to the ALLOTTEES/ PURCHASERS and ALLOTTEES/ PURCHASERS hereby agreed to purchase of the Harmons.

1.2 The total price for the apartment / flat based on the Rera carpet area is Rs. 75,00,000/- (Rupees Seventy Five Lakhs only) ("Total Consideration-"):

Location address: SHRI JAY-SUKH CO-OPERATIVE HOUSING SOCIETY LIMITED situated on all that piece or parcel of land bearing Survey No. 5A (Part), being Plot No. 89 of Liberty Garden Housing Colony Private Scheme No. 1 lying, being and situate at Mamlatdar Wadi Road, village Malad (S), Malad (West), Mumbai, bearing CTS No. 44

Type- Residential Flat, Floor- 16th FLOOR 8304

(i) The price above includes Flat value the booking amount pand on the ALLOTTEES/ PURCHASERS to the Developer towards the Flat other like Stamp duty and Registration charges will be paid and born by the Developer. GST 5% will be additional and shall be paid by separate cheque.

(ii) The Total Price above includes Taxes (Consisting of tax paid except GST 5% or payable by the Developer by way of stamp duty and registration charges, Cess or any other similar taxes which may be levied, in

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connection with the construction of the Project payable by the Developer) up to date of handling over the possession of the flat/ shop / commercial premises provided that in case there is any change/modification in the taxes, the subsequent amount payable by the ALLOTTEES/ PURCHASERS to the Developer shall be increased/reduced based on such change/modification.

- (iii) The Developer shall periodically intimate to the ALLOTTEES/ PURCHASERS, the amount payable as stated in (i) above and the ALLOTTEES/ PURCHASERS shall make payment within 30 (THIRTY) days from the date of such written intimation. In addition, the Developer shall provide to the ALLOTTEES/ PURCHASERS the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) Allotment of one Mechanical car parking space in tower parking.

The Total Price is escalation-free, save and expect increase which the SUB REGISS LOTTEES/ PURCHASERS hereby agrees to pay, due to increase on the unt of development charges payable to the competent authority any other increase in charges which may be levied or imposed component authority from time to time. The Developer undertakes and agrees that while raising a demand on the ALLOTTEES/ ASERS for increase in development charges, cost / charges ed by the competent authorities, the Developer shall enclose the notification/order/rule/regulation to that effect along with the demand letter being issued to the ALLOTTEES/ PURCHASERS, Which shall only be applicable on subsequent payments.

The ALLOTTEES/ PURCHASERS shall make the payment as per the payment plan set out in schedule C ("Payment Plan")

ed Flat no 1602 marked in 16th floor plan and attached

agreed that the Developer shall not make any additions and ations in the sanctioned plans, layout plans, and specifications and the nature of fixtures, fitting and amenities described therein in respect of the apartment, plot or building affecting the built up area / FSI , as the case may be without the previous written consent of the ALLOTTEES/ PURCHASERS (if required), provided that the Developer may make such minor addictions or alterations as may be required by the ALLOTTEES/ PURCHASERS, or such minor changes or alterations as per the provisions of the Act.

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- 1.7 The Developer shall confirm the final RERA carpet area that has been allotted to the ALLOTTEES/ PURCHASERS after the construction of the building is completed and the occupancy certificate\* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the Defined limit 3% (allowable construction error), then Developer shall refund the excess money paid by ALLOTTEES/ PURCHASERS within forty-five days with without any interest from the date when such an excess amount was paid by the ALLOTTEES/ PURCHASERS. If there is an increase in the carpet area allotted to ALLOTTEES/ PURCHASERS, the Developer shall demand that from the ALLOTTEES/ PURCHASERS as per the next milestone of the payment Plan.
- 1.8 Subject to Clause 9.3 the Developer agrees and acknowledges, the ALLOTTEES/ PURCHASERS shall have the right to the flat/ shop / commercial premises as mentioned below:
  - The ALLOTTEES/ PURCHASERS shall have exclusive ownership of the flat/ shop / commercial premises, upon making all the agreed payments, as and when demanded by the developer;
- ii. The ALLOTTEES/ PURCHASERS shall also have undivided proportionate share in the common Areas. Since the share/ interest of ALLOTTEES/ PURCHASERS in the common Area is undivided and cannot be divided or separated, the ALLOTTEES/ PURCHASERS shall use the Common areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the ALLOTTEES/ PURCHASERS to use the common areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Developer shall convenience undivided proportionate title in the common areas to the association of the ALLOTTEES/ PURCHASERS as provided in the Act;
- iii. That the computation of the price of the flat/ shop / commercial premises includes recovery of price of land, construction of [not only the Apartment but also] the internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and fire fighting equipment in the common are provided within the project.
- 1.9 It is made clear by the Developer and the ALLOTTEES/ PURCHASERS agrees that the flat/ shop / commercial premises that be treated as a single indivisible/individual unit for all purpose. It is agreed that the project is an independent, self-contained Project covering the said Land

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and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of the infrastructure for the benefits of the ALLOTTEES/ PURCHASERS. It is clarified that project's facilities and amenities shall be available only for use and enjoyment of the ALLOTTEES/ PURCHASERS of the Project.

- 1.10 It is understood by the ALLOTTEES/ PURCHASERS that all other areas and i.e. areas and facilities falling outside the Project, namely SHRI JAYSUKH CO-OPERATIVE HOUSING SOCIETY LIMITED shall not form a part of the declaration to be filed with MCGM to be filed in accordance with the DCPR 2034.
- 1.11 The Developer agrees to pay all outgoings before transferring the physical possession of the apartment to the ALLOTTEES/ PURCHASERS, which it has collected from the ALLOTTEES/ PURCHASERS, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, including mortgage loan and interest on mortgage or the encumbrances and such other liabilities payable to competent authorities, bank / financial institutions,
  REGISTAND THE PROPERTY OF THE PRO

by the outgoing collected by it from the ALLOTTEES/ PURCHASERS or any publity, mortgage loan and interest thereon before transferring the apartment to the ALLOTTEES/ PURCHASERS, the Developer agrees to be liable, even after transfer of the property, to pay such outgoings and charges, if any, to the authority or persons to whom they are taken therefore by such authority or person.

1.12 The ALLOTTEES/ PURCHASERS has paid a sum of Rs. 5,00,000/(Rupees Five Lakh only) as booking amount being part payment towards the total price of the flat/ shop / commercial premises at the time of application the receipt of which the Developer hereby acknowledges and the ALLOTTEES/ PURCHASERS hereby agrees to pay the remaining price of the flat/ commercial premises as prescribed in the payment plan as may be demanded by the Developer within the time and in the manner specified therein: Provided that if the ALLOTTEES/ PURCHASERS delays in payment towards any amount which is payable, he / she shall be liable to pay interest at the rate of the pecified in the Rules.

ALLOTTEES/ PURCHASERS shall not have any claim or right on, any part of the said Property and to any part or parts of the said Building other Rthan the said Flat / shop / Commercial Premises allotted to you. All open spaces, lobbies, staircases, terraces and any other common area in the property shall remain our property till whole property is assigned and handed over to the Society and or Apex Body as the case may be as

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here in mentioned, but subject to the rights, reservations, covenants and easements in our favour as may be provided. ALLOTTEES/ PURCHASERS have no / any legal rights on part terraces created in the building and allottee cannot claim the same after possession and perpetually.

1.14 The ALLOTTEES/ PURCHASERS shall agree and accept to all resolutions passed by the existing society committee till Possession of the flat / shop / commercial premises to him. The ALLOTTEES/ PURCHASERS will not raise any objection or refusal to any previous resolutions passed by the existing society committee.

#### 2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the ALLOTTEES/ PURCHASERS shall make all payments, on demand by the Developer, within the stipulated time as mentioned in the payment plan through A/C payee Cheque/demand draft or online payment (as applicable) in favour of 'SAI SIDDHI B and D – SJS CHS – RERA ACT' payable at.

#### 3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

3.1 The ALLOTTEES/ PURCHASERS, if resident outside India, shall be responsible for complying with the necessary formalities as fall down in Foreign Exchange Management Act, 1999, Reserve Hank of India Act and Regulations made thereunder or any statutory amendments (s) modification(s) made thereof and all other applicable aws including that of remittance of payment acquisition/sale/transfer\_of\_immids/able properties in India etc. and provide the Developer with sech parmission approvals which would enable the Developer to fulfil its obligation under this Agreement, shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The ALLOTTEES/ PURCHASERS understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, they shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as americal from time to time.

The Developer accepts no responsibility in this regard. The ALLOTTEES/PURCHASERS shall keep the Developer fully indemnified and and singles in this regards. Whenever there is any change in the residential status of the ALLOTTEES/PURCHASERS subsequent to the signing of the Agreement, it shall be sole responsibility of the ALLOTTEES/PURCHASERS to intimate the same in writing to the Developer

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

## ADJUSTMENT/APPROPRIATION OF PAYMENTS

The ALLOTTEES/ PURCHASERS authorizes the Developer 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 Developer may in its sole discretion deem fit and the ALLOTTEES/ PURCHASERS undertakes not to object/demand/direct the Developer to adjust his payments in any manner.

#### 5. TIME IS ESSENCE

Time is of essence for the Developer as well as the ALLOTTEES/ PURCHASERS. The Developer shall abide by the time schedule for completing the project and handling over the flat/ commercial premises to the ALLOTTEES/ PURCHASERS and the common area to the association of the ALLOTTEES/ PURCHASERS after receiving the occupancy certificate, as the case may be. Similarly, the ALLOTTEES/ PURCHASERS shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by Developer as provided in Schedule C ("Payment plan").

SUB RESISTRUCTION OF THE PROJECT, A THE SPECIFICATIONS of the flat/ / commercial premises and accepted the payment plan, floor ayout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Developer. eveloper shall develop the project in accordance with the said t plans, floor plans and specifications. Subject to the terms in this Reement, the Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FSI and density norms and provisions prescribed by the MCGM Act and the DCR and shall not have an option to make any arration/alteration/modification in such plan, other than in the manner vided under the Act.

BOSSESSION OF THE APARTMENT

schedule for possession of the said flat/ shop / commercial premises: The Developer agrees and understands that timely delivery of possession of the flat/ commercial premises is the essence of the

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Agreement. The Developer, based on the approved plans and specifications assures to hand over possession of the flat/ shop / commercial premises as per date mentioned in, unless there is delay or failure due to war, flood drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the ALLOTTEES/ PURCHASERS agrees that the Developer shall be entitled to the extension of time for delivery of possession of the flat/ shop / commercial premises, provided that such Force majeure conditions are not of a nature which make it impossible for the contract to be implemented. The ALLOTTEES/ PURCHASERS agrees and confirm that, in the event it becomes impossible for the Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the ALLOTTEES/ PURCHASERS the amount as per RERA bylaws received by the Developer from the allotment within 45days from that date. After refund of the money with agreeable simple interest, paid by the ALLOTTEES/ PURCHASERS, ALLOTTEES/ PURCHASERS agrees that he/she shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharges from all its oblighters and liabilities under this Agreement.

7.2 DATE OF PROJECT COMPLETION (HANDING POSSESSION):

The Developer has proposed the date of completion of the project and thereby to handover the possession of the said flat the possession of the said flat the possession of the said flat the possession date as mentioned in RERA), which has been declared on the web-page of the said Project on website of MahaRERA. (available at https://maharera.mahaonline.gov.in) and the said completion possession date shall be applicable subject to following circumstances and condition:

Whereas the Developer has prepared a Tentative Stage wise Work Completion Schedule, to oblige the Section 11 (3)(b) and Section 19 (2), accordingly, the Developer shall put forth all its endeavour to complete the project by 31st December, 2024 (Early Date), which the ALLOTTEES/ PURCHASERS have understood and amicably agreed to consider the Early Date of possession and that the said Early Date of possession shall be a genuine gesture in good faith of the Developer, which shall be subject to all circumstances equitably lined-up in accordance with the project execution planning of the Developer.

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With respect to the said Early Date of Completion / Possession, it has been specifically clarified by the Developer to the ALLOTTEES/PURCHASERS that the said Early date of Project completion / Possession, shall be applicable and considered as valid only under the regular course, normal situation, stable norms and/or favourably standard circumstances by deliberating the following, but not limited to, factors, which might be delaying, affecting, retarding, restricting, preventing, whatsoever in nature, the progress of construction work of the Project;

- that no obstacle due to any 'force majeure', including but not limited to, Earthquake, Flood, Fire, Draught, Cyclone and/or any such Natural Calamity as an act of God.
- ii) that no situation of any war and/or civil commotion take place
- iii) That all statutory permissions from all competent authorities are granted in time.

that no new policy / rule or any notice, order, notification is received

Proposed peveloper from any of the plan passing local/civic body,

Addition, Environment, Judicial Court and/or any governing /

Local etent authority, declaring new changes in development

Considered work notice and/or imposing exorbitant charges, enforced stay, stop
Work notice and/or imposing exorbitant charges / premiums / fees

/ cess / taxes etc., that are adversely affecting the progress,

feasibility viability and/or estimated costs / budget of the project,

Which had not been conceived at the time of commencement of the

that no new policy / rule etc. are introduced by any of the governing to Recompetent authority, for which the Developer are being deprived from the privilege / benefit, which ought to have been passed-on to the Developer at the time of conceptualisation of the Project.

- vi) That all types of required Building / Construction Materials are available in time and no abrupt price escalation is taking place for any building / construction material.
- vii) That all types of required Skilled Labours are available in time within estimated and budgeted costs.
- viii) that all types of required technical and/or mechanical services are available in time within estimated and budgeted costs

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ix) that no any shortage or supply of required labours, technical mechanical services and/or building materials, are taking place due to strike or 'BUNDH' called upon by any political party, any association of persons and/or due to any riots or occurrence of likewise situations.

x) that no any shortage or supply of required labours, technical mechanical services and/or building materials, are taking place due to any lockdown consequent to spreading / prevailing of of COVID-19 and/or likewise other fatal viruses ex

xi) Further, the Developer expressly communicate to the A PURCHASERS / Purchaser that it shall be the priority of Developer to take / consider all necessary steps remedies and/or efforts to complete the project tentative stage-wise time schedule and further the try to obtain the Occupation Certificate by the Early Date of Completion / Possession and there shall not be any wilful default on the part of the Developer so as to wilfully delay the control work of the Project.

The Developer specifically intimate and communicate ALLOTTEES/ PURCHASERS / Purchaser that the

PURCHASERS / Purchaser shall not consider the said Early Date of completion / possession as deceptive and in any given circumstances, no demand and/or claim of the ALLOTTEES/ PURCHASERS / Purchaser for the interest on paid amount and/or any form of other compensation, whatsoever in nature, shall be entertained by the Developer till the said Final Completion Date of project completion or any later date and as might be extended by the MahaRERA, under section 6 of Real Estate (Regulation and Development) Act, 2016 w.r.t. Rule 7 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, upto one or more years beyond the declared Final Completion Date.

7.3 Procedure for taking possession - The Developer, upon obtaining the occupancy certificate\* from the competent authority shall offer in writing the possession of the flat/ shop / commercial premises,



to the ALLOTTEES/ PURCHASERS in terms of this Agreement to be taken within 1(One months from the date of issue of the such notice and the Developer shall give possession of the flat/ shop / commercial premises to the ALLOTTEES/ PURCHASERS. The Developer agrees and undertakes to indemnify the ALLOTTEES/ PURCHASERS in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developers. The ALLOTTEES/ PURCHASERS agree(s) to pay the maintenance charges as determined by the Developer/association of ALLOTTEES/ PURCHASERSs, as the case may be, The Developer on its behalf shall offer the possession to the ALLOTTEES/ PURCHASERS in the writing within 7 (seven) days of receiving the occupancy certificate\* of the Project.

7.4 Failure of ALLOTTEES/ PURCHASERS to take possession of flat/ commercial premises: Upon receiving a written intimation from the Developer as per clause 7.2, the ALLOTTEES/ PURCHASERS shall take possession of the flat/ commercial premises from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer of the lat/ commercial premises to the ALLOTTEES/ PURCHASERS. In case the LOTTEES/ PURCHASERS fails to take possession within the time provided in clause 7.3, such ALLOTTEES/ PURCHASERS shall continue liable to pay maintenance charges as applicable.

Possession by the ALLOTTEES/ PURCHASERS — After obtaining the occupancy certificate\* and handling over physical possession of the flat/ commercial premises to the ALLOTTEES/ PURCHASERS, it shall be the responsibility of the Developer to handover the necessary documents and plans, including common areas, to the association of the ALLOTTEES/ PURCHASERS, as the case may be, as per the local laws.

FURCHASERS shall have the right to cancel/withdraw his allotment in the Project as provided in the Act and the refund of the payment made by the ALLOTTEES/ PURCHASERS shall be as per the Refund Policy, as described hereunder:

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## REFUND POLICY:

- i. The ALLOTTEES/ PURCHASERSherein specifically agree that in the event of cancellation / termination of Sale deal of the said flat, the ALLOTTEES/ PURCHASERS shall co-operate with the Developer in the matter of refund of the amount paid to the Developer, in consideration of the following TWO scenarios:
  - a) In the event of termination of the Sale Deal / Agreement by the Developer, consequent to breach of any term / condition by the ALLOTTEES/ PURCHASERS:

An amount as per Rera rules and regulations 'Agreed Value Consideration' shall be forfeited towards 'Documentation and Facilitation Charges' from the amount paid by the ALLOTTEES/ PURCHASERS to the Developer. The Developer shall return the remainder amount, if any, out of the total realised sum of the ALLOTTEES/ PURCHASERS (for brevity sake referred as 'remainder amount'), in the specific manner as described in term / condition No. 1.1 written herein.

b) In the event of voluntary cancellation of booking by the ALLOTTEES/ PURCHASERS, for the reason other than deleged possession:

An amount as per Rera rules and regulations 'Agraed's Margine Consideration' shall be forfeited towards 'Documentation and Facilitation Charges' from the amount paid by the ALLOTTEES/ PURCHASERS to the Developer. The Developer shall return the remainder amount, if any, out of the total realised sum of the ALLOTTEES/ PURCHASERS (for brevity sake referred as 'remainder amount'), in the specific marine as described in term / condition No. 1.1 written herein below.

The Developer categorically communicate and convey to the ALLOTRESS 3
PURCHASERS that upon inception of RERA, the withdrawal of amount of
Sales Proceedings (receipts from the ALLOTTEES/ PURCHASERS) has been
defined under Section 4 (2) (1) (d) of Real Estate (Regulation
&Development) Act, 2016 and mandatory obligations of under Rule 5 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, w.r.t. Clause 4 of 'Affidavit cum

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Declaration, Form-B', submitted by the Developer to MahaRERA at the time of online application for project registration and the condition No. 2 of Registration Certificate 'Form F". Accordingly, all RERA registered Developers are obligatorily bound to withdraw and/or utilise the Sales proceedings received from the ALLOTTEES/ PURCHASERS, in the prescribed stringent manner as mentioned therein. It is further intimated by the Developer to the ALLOTTEES/ PURCHASERSthat as per such compulsion under provisions of RERA, all the withdrawals of the Developer have to be made exclusively towards specified Land Cost, Development Cost and Construction Cost of the Project (Specified Costs).

Whereas consequent to the said statutory provisions under RERA, the Developer discloses to the ALLOTTEES/ PURCHASERS, that the major cash liquidity of seventy percent (70%) of amount of Sales Receipt, paid by the ALLOTTEES/ PURCHASERS would have been mandatorily utilised and/or blocked towards above said Specified Costs of the Project, therefore the Developer would be in the position to return only upto thirty percent (30%) of the remainder amount to the ALLOTTEES/ PURCHASERSwithin thirty (30) days under obligatory provision of Section 18 (2) of RERA.

The ALLOTTEES/ PURCHASERS, on the other hand, hereby confirm that any other construed that the explanation and clarification presented by the contrary with the statute and further the ALLOTTEES/ URCHASERS has agreed having understood that there has been factual restrictions on the Developer under such provisions, therefore, the priority within committed time limit by utilising the major amount (70%) of Sales Receipts. The ALLOTTEES/ PURCHASERSfurther agree with the interpretation that any other costs (e.g. refund for cancellation), which does not pertain to any of above referred specified Costs, if incurred by the Developer, shall undoubtedly disrupt the intended stage wise schedule of PURCHASERS of the Project.

Whereas convinced with the above narrated contentions and clarifications of the Developer, the ALLOTTEES/ PURCHASERSagree that they shall have

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no objection, if the said remainder amount returned by the Developer to the Allottees / Purchasers in following standard process:

- a) In any of the above given two scenarios, if the 'Agreement for Sale' between Developer and the ALLOTTEES/ PURCHASERS, has been registered with competent authority, then before making payment towards remainder amount to the ALLOTTEES/ PURCHASERS, a 'Deed of Cancelation' shall necessarily be executed and duly registered by the ALLOTTEES/ PURCHASERS. In the circumstances of the deal between both parties, which has been supported by 'Letter of Allotment', then a confirmation for cancellation of the deal from the ALLOTTEES/ PURCHASERS shall be essentially required to enable the Developer to release the amount of remainder.
- b) It is further agreed by the ALLOTTEES/ PURCHASERS to evident that the ALLOTTEES/ PURCHASERS has not availed any Loan / Finance by way of mortgaging the said Flat/ shop/ commercial premises, all the original documents, issued by the Developer, especially the original Agreement for Sale or original Allotment Letter and original receipts for payment of instalments, shall be returned back to the Developer in intact condition. If the ALLOTTEES/ PURCHASERSis not able to return the said original documents, then at the costs and expenses of the ALLOTTEES/ PURCHASERS, the Developer shall publish notice of cancellation of deal and complete all other formalities of cancellation and follow other procedure of legal documentations.
- c) Upon fulfilling and completing the above said formalities of documentation for cancellation, the Developer shall return the thirty percent (30%) of the remainder (paid )amount to the ALLOTTEES/ PURCHASERS within thirty (30) days, as specified under Section 18 (2) of RERA.

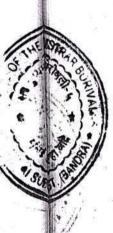
d) The balance 70% of paid amount, shall be returned by the Developer to the ALLOTTEES/ PURCHASERS, on pro-rata basis of the amounts received from next sale proceedings of the said Flat No. 1602.

e) and immediately upon realisation of seceived amount from the prospective (next) ALLOS (155) MTR CHASTERS, ensuing next fresh sale of the said flat.

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The ALLOTTEES/ PURCHASERShereby categorically and expressly agree with above narrated specified terms and condition of 'Refund Policy' of the Developer.

## 7.7 Compensation-

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

Except for occurrence of the Force Majeure event, if the Developer fails to complete or is unable to give possession of the flat/ commercial promises (i) in accordance with the term of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his bas ness as a developer on account of suspension or revocation of gistration under the Act; or for any other reason; The Developer Caucan that it is be liable, on demand to the ALLOTTEES/ PURCHASERS, in case the ALLOTTEES/ PURCHASERS wish to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the

THE DEVELOPER AND WARRANTIES OF THE DEVELOPER
The Developer hereby represents and warrants to the ALLOTTEES/
PURCHASERS as follows:

- (i) The Developer has absolute, clear and marketable title with respect to the said sale component; the requisite rights to carry out development upon the said land and absolute, actual, physical possession of the said Land for the Project;
- (ii) The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;

at/ commercial premises, without interest.

- (iv) There are no litigations pending before any court of law with respect to the said Land, Project or the flat/ commercial premises;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and flat/ commercial premises are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain

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to be compliance with all applicable laws in relation to the project, said Land, Building and flat/ commercial premises and common areas;

(vi) The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the ALLOTTEES/ PURCHASERS created herein, may prejudicially be affected;

(vii) The Developer has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the project and the said flat/ commercial premises which will, in any manner, affect the rights of ALLOTTEES/ PURCHASERS under this Agreement;

(viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said flat/ commercial premises to the ALLOTTEES/ PURCHASERS in the manner contemplated in this agreement;

(ix) At the time of execution of the hand over documents the Developer shall handover lawful, vacant, peaceful, physical possession of the flat/ commercial premises to the ALLOTTEES/ PURCHASERS and the common areas to the Association of the ALLOTTEES/ PURCHASERS.

(x) The schedule property is not the subject matter of any HUE and that no part thereof is owned by any minor and/or no minor has any right, title, and claim over the schedule property;

(xi) The Developer has duly paid and shall continue to pay and discharge all 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 capture.

Authorities;

(xii) No notice from the government or any other local body of anthogovernment or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Developer in respect of the said Land and/or the Project.

9. EVENT OF DEFAULTS AND CONSEQUENCES

9.1 Subject to the Force majeure clause, the Developer shall be considered under a condition of Defaults, in the following events:

(i) Developers fail to provide ready to move in possession of the flat/ shop / commercial premises to the ALLOTTEES/ PURCHASERS within the time periods specified in Rera. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;

(ii) Discontinuance of the Developer's business as a developer on account of suspension or revocation of his registration under the provision of the

Act or the rules or regulations made there under.

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- 9.2 In case of Default by Developer under the conditions listed above, ALLOTTEES/ PURCHASERS is entitled to the following:
- (i) Stop making further payments to developer as demanded by the developer. If the ALLOTTEES/ PURCHASERS stops making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter the ALLOTTEES/ PURCHASERS be required to make the next payment without any penal interest;
- The ALLOTTEES/ PURCHASERS shall be considered under the condition of Default, on the occurrence of the following events:
- (i) In case the ALLOTTEES/ PURCHASERS fails to make payments for three (3) consecutive demands / reminders made within maximum period of 21 days by the Developer as per the Payment plan annexed hereto, despite having been issued notice in that regard the ALLOTTEES/ PURCHASERS shall be liable to pay interest to the Developer on the unpaid amount at the rate specified in the Rules / or 24 % interest.

In case of Default by the ALLOTTEES/ PURCHASERS under the condition REGISTANCE above continues for a period beyond two consecutive months after from Developer in this regards, the Developer shall cancel the attachent of the flat/ commercial premises in favour of the ALLOTTEES/ PURCE SERS and refund the amount money paid to him by the ALLOTTEES/ PURCHASERS by the deducting the booking amount okerage charges, the interest liabilities and monitory proportion as era norms this Agreement shall thereupon stand terminated.

CONVEYANCE OF THE SAID APARTMENT

It is expressively communicated by the Developer to the ALLOTTEES/ PURCHASERS / Purchaser that prior to initiating the Redevelopment. process of the project, the said project land and the old buildingstructure already stood conveyed in favour of the Society, which has been disclosed on the MahaRERA webpage and for the new building structure the said conveyance shall continue in force and the Developer shall not require to execute any fresh indenture relevant to 'Conveyance'. In the event of the Developer availing any Project Finance by mortgaging any property of the project, then in the circumstances, the Developer herein agree to be responsible and liable to re-convey the

entire project land and new building in favour of the said Society at the xperses of the Developer.

ANCE OF THE SAID BUILDING/APARTMENT/PROJECT

The Developer shall be responsible to provide and maintain essential services in the Project till Occupation Certificate for the project is received from the competent authority

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#### DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in the workmanship, quality or provision of the services or any other obligations of the Developer as per the agreement for sales relating to such development is brought to the notice of the Developer within a period mentioned in development agreement from the date of the by the ALLOTTEES/ PURCHASERS from the date of Occupation Certificate, it shall be the duty of the Developer to rectify such defects without further charges, within 30 (thirty) days.

## RIGHT OF ALLOTTEES/ PURCHASERS TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The ALLOTTEES/ PURCHASERS hereby agrees to purchase the flat/ shop / commercial premises on the specific understanding that his/her right to the use of Common Areas as per clause no 1.13 mentioned earlier, shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of ALLOTTEES/ PURCHASERS (or the maintenance agency appointed by it) and performance by the PURCHASERS of all his/her obligations in respect of the conditions specified by the maintenance agency or the asso ALLOTTEES/ PURCHASERS from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Developer/ maintenance agency/ association of PURCHASERS shall have rights of unrestricted access of all G Area's parking and parking spaces for providing necessary maint services and the ALLOTTEES/ PURCHASERS agrees to permit the association of ALLOTTEES/ PURCHASERS and/or maintenance agency to enter into the flat/ commercial premises or any part thereof, after due notice and during the normal working hours, unless the eirconstances warrant otherwise, with a view to set right any defect.

15. USAGE

> Use of basement and service Area: The basement(s) and service if any as located within the society shall be earmarked for pu such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and services rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The ALLOTTEES/ PURCHASERS shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking space, and the same shall be reserved for use by the association of ALLOTTEES/ PURCHASERS formed by the ALLOTTEES/ PURCHASERS for rendering maintenance services.

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## 16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to clause 12 above, the ALLOTTEES/ PURCHASERS shall, after taking possession, be solely responsible to maintain then commercial premises at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the flat/ commercial premises, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or changes or alter or make additions to the flat/ commercial premises and keep the flat/ commercial premises, its walls and partitions, sewer, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repairs and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The ALLOTTEES/ PURCHASERS further undertakes assures and guarantees that he/she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the face/ façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Area. The ALLOTTEES/ SUB REGISTAGE CHASERS shall also not change the colour scheme of the outer walls ting of the exterior side of the windows or carry out any change

in the exterior elevation or design. Further the ALLOTTEES/
PURCIFASERS shall not store any hazardous or combustible goods in the
flat/ commercial premises or place any heavy material in the common
passages or staircase of the building. The ALLOTTEES/ PURCHASERS
stand bold not remove any wall, including the outer and load bearing wall of
BUBBLE at/ commercial premises. The ALLOTTEES/ PURCHASERS shall plan
and distribute its electrical load in conformity with the electrical system
installed by the Developer and thereafter the association of ALLOTTEES/
PURCHASERS and/or maintenance agency appointed by association of
ALLOTTEES/ PURCHASERS. The ALLOTTEES/ PURCHASERS shall be
at the spoke before any loss or damages arising out of breach of any of the

aloresaid conditions.

COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEES

The ALLOTTEES/ PURCHASERS is entering into this Agreement for the allotment of a flat/ shop / commercial premises with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the ALLOTTEES/ PURCHASERS hereby undertakes that he/she shall comply with and carryout, from time to time after he/she has taken over for occupation and use the said flat/ commercial premises, all the requirements requisitions, demands and repairs which are required by any competent Authority in respect of the flat/ commercial premises / at his/her own cost.

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#### ADDITIONAL CONSTRUCTION

The Developer undertakes that it has no right to make additions or to put up additional Structure(s) anywhere in the project after the building plan has been approved by the competent authority (ies) except for as provided in the Act.

#### 19. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Developer executes this Agreement he shall not mortgage or create charge on the [Apartment/plot/Building] and if any such mortgage or create is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the ALLOTTEES/ PURCHASERS who has takes or agreed to take such [Apartment/plot/ Building].

## APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE)

The Developer has assured the ALLOTTEES/ PURCHASERS that the project in its entirety is in accordance with the provisions of the DCR and RERA showing compliance of various laws/ regulations as applicable in the state of Maharashtra.

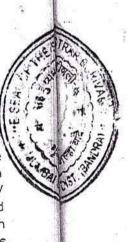
#### BINDING EFFECT 21.

Forwarding this Agreement to the ALLOTTEES/ PURCHASERS by the Developer does not create a binding obligation on the Developer or the ALLOTTEES/ PURCHASERS uptiles ALLOTTEES/ PURCHASERS signs and delivers this Agreement with the schedules along with the payments due as stipulated in the syment plan within 30 (thirty) days from the date of receipt by the ALLOTTEES! PURCHASERS and secondly, appears for registration of the same before the concerned Sub Registrar as and when intimated by the Develor If the ALLOTTEES/ PURCHASERS (s) fails to execute And deliver to Developer this Agreement whiting 30 (thirty) day from the day Receipt by the ALLOTTEES/ PURCHASERS and/or appear before the Sub-Registrar for its registration as And when intimated by the Developer, then the Developer shall serve a notice to the ALLOTTEES/ PURCHASERS for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the ALLOTTEES, PURCHASERS, application of the ALLOTTEES/ PURCHASERS Shall be treated as Cancelled.

#### ENTIRE AGREEMENT 22.

This Agreement along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all Understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the said flat/ commercial premises, as the case may be.

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#### 23. RIGHT TO AMEND

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEES/ PURCHASERS/ SUBSEQUENT ALLOTTEES/ PURCHASERS

It is clearly understood and so a-greed 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 ALLOTTEES/ PURCHASERS of the flat/ commercial premises, in case of a transfer, as the said obligations go along with the flat/ commercial premises for all intents and purposes.

## 25. WAIVER NOT A LIMITATION TO ENFORCE

EES/ PURCHASERS.

25.1 The Developer may, at its sole option and discretion, without prejudice to its right as set out in this Agreement; waive the breach by the ALLOTTEES/ PURCHASERS in not marking payments as per the payment plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the ALLOTTEES/ PURCHASERS that exercise of discretion by the Developer in the case of one ALLOTTEES/ PURCHASERS shall not be construed to be a precedent and/or binding the Developer to exercise such discretion in the case of other

Failure on the part of the Developer to enforce at any time or for any period of time the Provisions hereof shall not be construed to be a way of any provisions or of the right thereafter to enforce each and every provision.

## 26. 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 his Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

TETHOD OF CALCULATION OF PROPORTIONATE SHARE

Wherever referred to in this Agreement it is stipulated that the ALLOTTEES/ PURCHASERS has to make any payment, in common with

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other ALLOTTEES/ PURCHASERS (s) in Project, the same shall be the proportion which the Rera carpet area of the flat/ commercial premises bears to the total carpet area of all the flat/ commercial premises in the Project.

### 28. FURTHER ASSURANCES

Both Parties Agree that they shall execute, acknowledge and deliver to the other such Instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

#### 29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's Office, or at some other Place, which may be mutually agreed between the Developer and the ALLOTTEES/ PURCHASERS, in Mumbai Suburban after the Agreement is duly executed by the ALLOTTEES/ PURCHASERS and the Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.

## 30. NOTICES

That all notices to be served on the ALLOTTEES/ PURCHASERS and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the ALLOTTEES/ PURCHASERS Developer by Registered Post and/or through Email at their respective Addresses specified below:

Name of ALLOTTEES/ PURCHASERs:

## 1) MR. BABULAL NARAYAN GHANCHI

ALLOTTEES/ PURCHASERS' Address: B/402, Swet Sagar Liberty Garden Road, Near Liberty Garden, Malad (West) Mumbai 400064 and 2)MRS. MEENA NARAYAN GHACHI.

ALLOTTEES/ PURCHASERS' Address: B/402, Swet Sagar, Liberty Garden Road, Near Liberty Garden, Malad (West) Mumbai 400064 and

Email ID : babulalghanchi02@gmail.com

Developer name : M/s. SAI SIDDHI BUILDERS & DEVELOPERS

Developer Address: 304, Jayshree Akshay CHS Limited, to Calphy, L

Borivali (West), Mumbai 400 092 Email ID: saisiddhi961@gmail.com

It shall be duty of the ALLOTTEES/ PURCHASERs and the Developer to inform each other of any change in address subsequent to the execution

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Page 27 of 33



0 ] 33 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 Developer or the ALLOTTEES/PURCHASERS, as the case may be.

## 31. JOINT ALLOTTEES/ PURCHASERSS

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

#### 32. GOVERNING LAW

That the right 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 force.

#### 33. DISPUTE RESOLUTION

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

# 34. STANDARD OPERATING PROCESS TO DEAL WITH GRIEVANCE

#### COMPLAINT:

It is categorically agreed by parties of both parts viz. the Developer and the ALLOTTEES/ PURCHASERS, that in the event of any grievance / complaint against opposite part, concerned to the any terms / condition of present covenant, the aggrieved party shall observe following manner to resolve the issue:

As a first approach, the aggrieved party shall communicate his/her/their contention in writing, directly with the other part, seeking written justification / explanation for the grievance and/or corrective action there-off, by providing specific time-line to the other party and party of

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both parts herein agree to attend and/or resolve such grievance within stipulated time-line.

In the circumstances of being non-responsive approach by the other part or being not convinced by the justification / explanation provided by the other part, the aggrieved party approach to the 'MahaRERA Conciliation and Dispute Resolution Forum' (MCDRF), as established by the Maharashtra Real Estate Regulatory Authority (MahaRERA) wide its Circular No. 15 of 2018 dated 29-01-2018 and follow the prescribed 'Procedure of Conciliation'. In the circumstances, the parties of both parts herein categorically agree to attend the hearing of 'Conciliation Forum', without further extension / delay.

Further, in case if the dispute between the parties does not settle with the decision taken at hearing of MCDRF, the aggrieved party may at his / her / their discretion, make online complaint with MahaRERA, wherein both the parties need to oblige with the Ruling passed by the designated competent authority being Chairman, Member and/or Adjudicating Officer of MahaRERA.

In the final attempt, in the circumstances, if either party being not convinced and/or not accepting the Ruling / Judgement passed by the designated Chairman / Member of MahaRERA, either party shall be free to approach to Appellate Tribunal of MahaRERA in the prescribed manner for justified resolution of his / her / their grievance / complaint.



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Page 29 of 33

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## SCHEDULE 'A'-SCHEDULE OF PROPERTY UNDER DEAL

Flat No. 1602, admeasuring Rera carpet area of 41.81 square mtr./450 sq. Feet, on the 16th floor and along with one Mechanical car parking space in tower parking in SHRI JAY-SUKH CO-OPERATIVE HOUSING SOCIETY LIMITED situated on all that piece or parcel of land bearing Survey No. 5A (Part), being Plot No. 89 of Liberty Garden Housing Colony Private Scheme No. 1 lying, being and situate at Mamlatdar Wadi Road, village Malad (S), Malad (West), Mumbai -400064, bearing CTS No. 44 totally admeasuring about 747.26 Sq. Yards equivalent to 625.46 sq. meters or thereabouts along with the structures then standing thereon situated at village Malad, Taluka Borivali and in the Registration District and Sub – District of Mumbai City and Mumbai Suburban along with the constructed building on the said land i.e. SHRI JAY-SUKH CO-OPERATIVE HOUSING SOCIETY LIMITED.

Along With Boundaries in All Four Directions as follow:

On or towards East : CTS No. 43 , 46 & 47

On or towards West: 13.40 Meter wide road

On or towards South: CTS No. 42

On or towards North: CTS No. 45





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Page 30 of 33

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Mumbai in the presence of attesting witness, signing as such on the day first above written. The Act and the Rules Regulations made there under.

SIGNED SEALED AND DELIVERED
by the Withinnamed "THE DEVELOPERS"

M/s. SAI SIDDHI BUILDERS & DEVELOPERS
Through its authorized Partners
Haresh Shantilal Patel
)



Nilesh Laxman Gadekar

in the presence of



2. 05.15

SIGNED SEALED AND DELIVERED
by the Within named "THE ALLOTTEES/PURCHASERS

1) BABULAL NARAYAN GHANCHI



2) MEENA NARAYAN GHANCHI

in the presence of

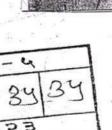
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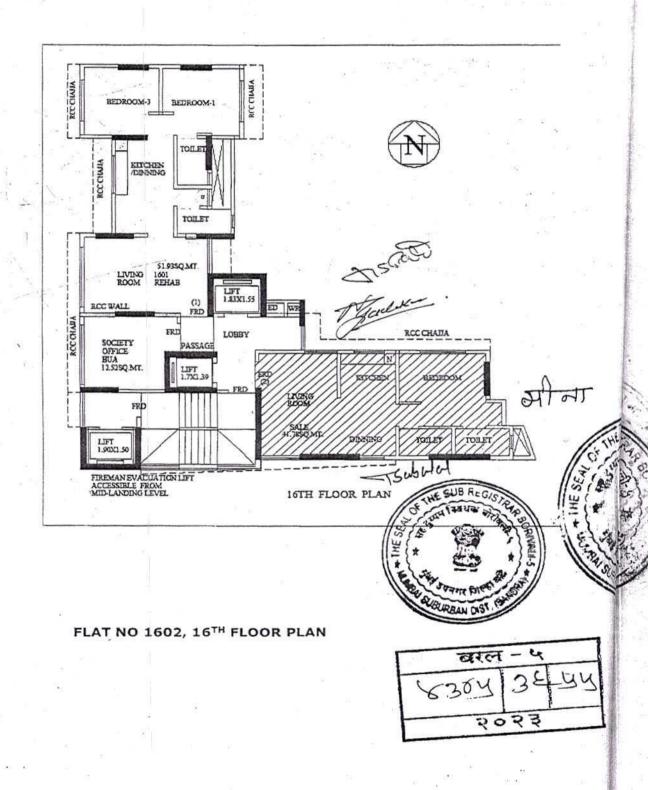
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## SCHEDULE'B'- Floor Plan of the Apartment



# PAYMENT SCHEDULE 'C'- Payment Plan for the ALLOTTEES/ PURCHASERS

## PAYMENT SHEDULE-'C'

MR. BA MRS. M	7500000			
SR.N O	STAGES OF PAYMENT	RELEASE %	AMOUNT IN INI	
1	BOOKING AMOUNT	10	750000	
2	RERA NO & PLINTH C.C PERMISSION		0	
3	PLINTH COMPLETION		0 -	
4	Slab - 1	10	750000	
5	Slab -2	5	375000	
6	Slab -3	2.5	187500	
7	Slab -4	2.5	187500	
8	Slab -5	2.5	187500	
9	Slab -6	2.5	187500	
10	Slab -7	2.5	187500	
11	Slab -8	2.5	187500	
12	Slab -9	2.5	187500	
13	Slab -10	2.5	187500	
14	Slab -11	2.5	187500	
15	Slab -12	2.5	187500	
16	Slab -13	2.5	187500	
17	Slab -14	2.5	187500	
18	Slab -15	2.5	187500	
19	Slab -16	2.5	187500	
20	Slab -17	2.5	187500	
21	Slab -18	2.5	187500	
22	Slab -19	2.5	187500	
23	Slab -20	2.5	187500	
24	Terrace Slab	5	375000	
25	Brickwork	5	375000	
26	plaster external and internal	5	375000	
27	flooring	5	375000	
28	possession	10	750000	
29	TOTAL	100	7500000	

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# SAISIDDHI BUILDERS & DEVELOPERS

Regd. Off.: 304, Jayshree Akshay CHS. Ltd., IC Colony, Borivali (West) Mumbal 400 092. E-mail: saisiddhi961@gmail.com

Date:09-03-2023

### PAYMENT RECEIPT

We have received part payment from Bank of Maharashtra from Purchaser (MR. BABULAL NARAYN GHANCHI) towards own contribution part payment due upto brickwork completion as per schedule attached in Agreement (FLAT NO -1602 on 16th Floor in Building known as Shri Jaysukh Chs Ltd in our project located at Liberty Garden Road no-3, on C.T.S No 44, Malad West, Mumbal.)

#### Detail:

SR. NO	NAME -	CHEQUE /RTGS	BANK	DATE	AMOUNT
. 1	Babulal Narayan Ghanchi	762499	Bandhan Bank	21-Feb-23	5.00.000/-

Received payment For Sai Siddhi Builders & Developers

Thanking you, Yours faithfully, For Sai Siddhi Builders & Developers

Mr. Haresh S Patel

Partners

Bearing

Mr.Nilesh L Gadekar

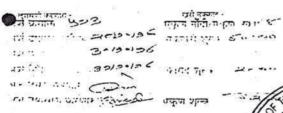




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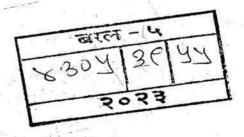


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सत्य हिल्ली नगर:

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# बृहन्मुंबई महानगरपालिका

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मातमत्ता केमाक,महनिः P-4212(4)/ PLOT NO 89 LIB	त क्मांक इमारतीने नाव/ ERTY GARDEN HO	USE JAI SUKH BA	DRUDDIN ISMAIL	र्ग क., मार्गाचे गाय, ठिकाण, म	गनगनचे धर्णन, व	ल्टाल्याची नावे .
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"To make payment through NEFT:

IFSC - SBIN0003300, Beneficiary A/C No:- MCGMPTPN1204370000000, Name-MCGM Property Tax. Please note, payment done through NEFT will be collected against oldest bills first. Cheque may be drawn in the name of MCGM"

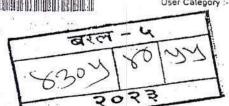
मदर दम्नऐवज हा नागरिकांना करांचा भरणा मुनभतेने करता यावा यामाठी मुमनपा अधिनियमातील तरतुरीनुसार निर्धमित करण्यात आला अमृन मदर दम्मऐवज नुमकी मालमत्ता अधिकृत अमल्याचे मृचित करत नाही.

सामाजिक व परिस्थितीकीय लाभदायक योजनेअंतर्गत अटी-शर्तीची पूर्तता करणा-या • पात्र मानमत्तांस मालमत्ता करातील सर्वसाधारण कर या घटकात 5% ते 15% सवलत अनुशेय आहे.

सदरचे मालमत्ता कर देवक हे मुंबई महानगरपालिका अधिनियम , १८८८ मध्ये कतम १५४(१ ड ड) चा अंतर्कात होण्या सापेक्र जारी करण्यात येत आहे.

(विश्व'स पां, गोटे) करिका व राकताक

User Category :- L



Dated Place:



## 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 : P51800029448

Project: Shri Jay-Sukh Co-Op. Hsg. Soc. Ltd., Plot Bearing / CTS / Survey / Final Plot No.: Plot No 89, CTS No 44at Borivali, Borivali, Mumbal Suburban, 400064;

- Saisiddhi Builders And Developers having its registered office / principal place of business at Tehsil: Borivali, District: Mumbai Suburban, Pin: 400103.
- 2. This registration is granted subject to the following conditions, namely:-
  - The promoter shall enter into an agreement for sale with the allottees;
  - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the
    allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate
    (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates
    of Interest and Disclosures on Website) Rules, 2017;
  - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be
    maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose
    as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;

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

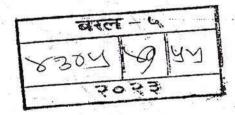
- The Registration shall be valid for a period commencing from 29/05/2021 and ending with 31/12/2025 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
- The promoter shall comply with the provisions of the Act and the rules and 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. Vasant remanand Prabhu
(Secrets, MahaRERA)
Date:29-05-2021 11:25:42

Dated: 29/05/2021 Place: Mumbai

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



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त्यक प्रथम । स्टब्स समाजा ह 218 FIJH - 9438/2020

मन्द्रय वाष । भारतिह

(1)तिलेखाचा प्रकार

(2)मोवदला

64442000

(3) राजासमार्ज्ञादेष्ट्रताच्या पादतिसपटटाकार अवकारणी देली की पटरेटार ते नमुद जरावे)

(4) शू-अपूपरा,पोटहिस्सा रा प्राक्रनांक

1) पासिकेले सकत्त्वी करण हाए बाला कार सरहता । इ.स. मार्गुल अलाह काली कर न 5 र(पन्त),हर्ने १ ए ५०, १५०० - २० (१४०) व्यक्ति संस्कृत वर्षेक्ष च १ क्षेत्रिक हा स्वतान ह सामाड(दिशाम), प्राचन विशेष को विकास के प्राचन के अपने हैं। को किस के स्वाचन के अपने हैं। सो सी,सामानवाहर ३७१ रॉव १८६० वर्षन्तम सर्व ५००००० व विकासनकराज्ञात्रचाराणीको । १६८७३० १७३८ १८० १ १५५७ १ हुम्म च ५१५४७७५० । ८ ७ ६ ू Number , 46° Servey to a discontinuously

1) 624.EC if : h .

(6)भाकारणी किंवा जुडी देण्यात असेस

(7) दानाएकज करून देणा-था/सिहन -**डेपणा-वा पक्षकाराचे बाव किया दिवाणी** न्यायातवाचा हुकुमनामा जिंवा आदेश असन्वास,पतिवादिशे नाव व पत्ना,

1): जान-भी अप पूर्व को .ा ! हा हा व पेहतसम्ब द्वारामदाह पश्चह द्वार-75, प में र मारों में र हमानीये हाद औं तय मुख को ऑप हो सर बी, हमार में, अवाद परिवर मुंबई , रोड में: स्पान्धपटार राज शेत , स्पानान्द्र, सुंबई जिल लोक-स्टाउडिक चेन A:-ABJAS9767%

2): नाव औ जार पुत्र को अप हो को था दे विकटो जिलाई दुस्तानदार साहाओं, जा 65 परता:-स्वीर सहार कोला है - हारालीप साथ भी जय सुज को और हो जा की करा ह पश्चिम मुक्त राज तः सामानारात बाल राज , महाराष्ट्र, मुख्डे विम कातः 400054 पन π -ABJAS97-21.

 मात की तक है। के पात है है है है है के लिखितार वामतामास अवस्थित कार्तिक का दें? परता:-पगर र: - ११७ र - २११८१० १५ - १६ तथ दुव का ऑफ हो हो ने उर्थन ने जान पश्चिम सुपद् तीए सं " स्टाउन " पार्च एड , स्डारच्यू MUMBAL । पंग बा∉, 400054 दर #:-A8JAS0/6201

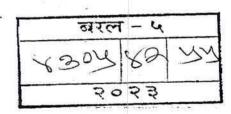
4) जाब-जाबराता रुपात- कारावेत सिरामकाल कारीता प्रय-73; परात-न्यांत वर रेन्सलेका के १३ माका सः त्यामकाना, बनाराज्य नाम, श्री जार। भुद्ध को ऑप हो सा थी। क्लाक सं माधार अरेप-मुंबई, रोड ते अभागतार बार्ट देह , सन्सान्द भुद्धं जिल मोहा-400034 तेन

 AND - TRACT GATE - PROPERTY THE PROPERTY OF THE P 01, भाका में तक्षणपुर तुमारतीय साम भी कर सुरा को औप ही भी भी, बसके से रापार परिचम मुच्ये, गेह ए प्रकार १६१ वारी तेल अश्रास्त्र, श्रृंतरे, भिन्न वोड-400054 कें H:-AACPK3274E

 माद-माज्यात देशाय- ज्याप सर्वण्य स्वयंत्रका उप-57: प्राप्ता-स्वाट म सहित्या क 32 - 18. ने, तकस्त्रा इन्टर्निया नाम् भावर हता हो शेल हो भा हो साला का माराव प्रकार पूर्व रोड नः मारावाच्या प्रकृतिक व्यवस्था पूर्व प्रित कर्ण-400084 पर श्रा-AADPG43711 7): मार्चा-विकास समाप्त-भागा प्राप्तानिक हेत्, विकासका अस्ति-स्वया का स्वारंका हा है। जा ने: तळनज्ञा, इनालोटी कार भी एक क्या का अंच की सी ही, हवीर पा सामन प्रीप्ति का रांड में: माममाज्या अपर रह १९२००६, गुंजर, जिम्न मध्य 400064 पन मेर-AA1959613H B): नामः भारयमः पण्डलीकः गोलधः धार्म यव न्यंत्रः गाता नामौर सः हार्योक्त व ०३ , पा तळगजनः बाहराचे गार्च राज्यास्य स्थापा हो हो की, ब्लोक के सक्तर किया है . ै : में: मामस्मदार पार्व सेट अन्याप: भूँ र - एक कोट-वाठठठठा पर व वावस्थानस्वयं इस



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पश्चिम बद्ध ते . . The sale and the service group file to 400000 are 7:- ALSEL:231-5

े को अन्यात्रक व त्यात्रक रूप का जान तम हो तम हो गाउ स्त्रोंक स्थानस्थ प्राप्ता पूर्ण अन्य अक्कार्यक्षण सन् अस्तर्गत सून्त प्राप्त 

25): -11-1: 15-- then the of the granded a means at the पीमा महत्त्व, इमान्याचे कात, कात कात, कात को सामान्य की प्रकार का मान्य वर्षका कर से मान्य वर्षका कर से मान्य कर सामान्य कर की मान्य कर से मान्य कर स

(8)रस्तापेवज करन पेणा-या पशानताचे व किता दिताणी न्यायासचाचा हुकुमनामा निवा आदेश असल्यास,प्रतिबादिये नाव व

the endowed of help to a low any conditionary or given nen aussetz eta er de er eren er er gereren von grach beite in aus er er क्लोंक में ज़रारी करता को क्रम कि साथ का मार मार स्थापन स्था है। कोइ:-400101 प- . AC., 35(a)%

2): बात-स्टानं का शिक्षा दिल्ला पूर्ण स्टूब्ट्स से से सामेदार निवर सन्त्रण शाहेबर तक तो एक का कार्य का उन्हें का अन्य कार्य का अस्त्राहित कर कार्य प्रकृत का जा हों सो सी, नर्ने के किस कारण के किस के बहुत कर मान के कारण है। **耐ま:400 (33) (1) A. ACC (13030)5**2

(5) दस्तरंयज पञ्ज दिल्लाचा दिनाक

19/11/20:20

(10)दस्त नीडणी शत्यापा दिनाक

19/11/2020

(11)अनुक्रमानः, खंड त पृष्ठ

9488/2070

(12)वाजारभागाप्रमाणे मुदावा शुल्क (13)वाजारभावापमाणे सोटणी शत्नत

3248975 30000

(14)शेरा

मृत्यांकनासाठी विचारात घेततेला तपशीलः

मुख्यांकराची आयश्यकता राज्ये हरस्य आनेलियीत दस्त है

मुद्राक भुल्क आकारतामा निवडलेला अनुस्टेंद :- :

(i) within the Lyuis of the Maniet, of Corporation or any Cattenment also a

मुलाः काव्यानदाक्षी नामारकांचे सादनीकरण हरसाधेवज मोदणीनंतर मिळलत गाउँदार कर नाएवहा अद्यक्षकत करणे र रहेरी आहे. या दयबहाराचे विवरण पत्र दुःचेतः दक्षां वहमनुष्यः महासमामालेकक माठानिर्गतः आलेला आहे.

आता है दह्मारेवज दाखल करण्याताट गाउनाच्यात रक्ताः सामना अध्ययकाम नाही. Integrated Governance unabling You to Do Business Easily It is necessary to update Relevant recome of Poliphary' Proport, tax after registration of different Details of this transaction have been forwarded by Enist a Setted 2010/2020 a technologist Code again of Capacia.

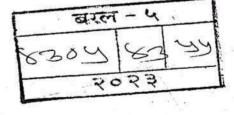
> winter. at. No need to spend your valuebre time and energy to cubins this documents in person

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शाः दुय्यम निर्वधः गौरीवली क्र. ५.

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मुंबर्ध अपनारि जिल्हा.



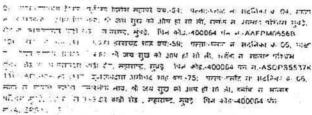


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्रिक्ष कर कर है। विभिन्न संभू महावरे वया-57; गत्नाः न्तर्वर ने अधिनक के 07 सावय है कि कि कि प्रकार के कि महासाद, गुंकि कि मी , इतकि ने मानक गरिएम पुरस्कित के कार्याक्ष के हैं। तहासाद, गुंकि, दिन भीड़-400064 वर्ग कर्मकार के

13) राज काराज हो। पुन्तुद प्राणलीयम सेहात संग-55, परता-प्रकाट स सदस्तिक का 08, रोजन हे । ऐंटे अपन द प्रदर्शित साथः की जय पुख को ऑप ही सो की, स्वरंक में, राज्य काराज है, ... ... ... वार वार देशकी रीज, सहसाध्य, मुंबई, पिन गोड़:-400064 पीत

ां के अंशानिक स्थान पर प्रमाणीय में प्रमाणीयन अहता - - चया-42; परना कमाद न सद्वित्व के 08. निपन न, पाइन्य प्राप्ता के क्यानित नावः श्री जय मुख परे औप हो हो हो, व्यक्ति ने: माताव प्राप्ता मुन्न, तो, न जान कराव हाडी रोड, महाराष्ट्र, भुंबई, चिन क्रीडा-400064 वेत सांस्थानमध्यालस्य

ि नेव । भ भूत गाँद दलाल सम्जिक्ष परता-पर्योग स सदिनिया क 09, लाइस् कि में भ भ भ भ भ भ भ भ भ भी भी भी भी भी भी भा भी स्थान से समस्य परिचार कि में भी भी भी भी स्थान सुक्र कि स्वीत स्थान स्थाद से से से से स्थान स

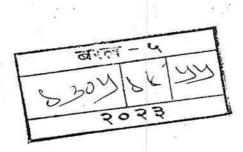
15. नाव जानाज हाता अञ्चल विद्यासक बुलकाणी बच-31. पत्ता जानेट ना सहतिना वा 12 नाव म पूर्व कावर प्राथमिक जाता थी जाथ सुख को आँच हो सा ती , स्थाक ह जानाड की प्राप्त कावर का जाताब हाडी सेंड , महासाय्ट, नुबई, मिन बाद-400064 पत

20: चार न्या कर राजक नामि विद्वार आहे हथा-50 पहासक्तिया व सहितेया छ ।3 आस्य १. विद्या प्राप्त द्वारकार काम की जय मुख को अभि हो १० की, वर्गक मा आसाद परिचम सुंदेद , मेर्ड कर सम्मानकार वाची भड़ , नहासक्द, नुबई, चिन्न कोर-400064 पत

३३६ तेच लगा चर्च अस्तिमा सिमायम शाह तथे मुखल्या (अञ्चल सिवश दोशी तथ ५० व अञ्चल अस्ति । १४ भाइत के सिवश मजला, इनारतीय अञ्चल के जय पुरु वर्ष भाव अस्ति । १४ भाइत के साम अस्ति । इनारतीय अञ्चल के जय पुरु वर्ष भाव अस्ति । १४ भाइत के अस्ति । १४

22) नार राज्य राज्य को प्राप्त में राज्य में इस स्थू मेहता तथा-43, पाला-प्लाट ज सहित्रिका के 15, भारत प्र तिया राज्य राज्य कर प्राप्त के उच्च मुख को और हो से की , ध्वॉक के माधाउ परिवम मुद्रेड़े, तर ज ज के का नार ज रह राष्ट्र, मुख्ये पित्र कार्य-400064 पास AIDPB56-00 को नार राज्य के राज्य के हो राज्य में स्थान की उच्च सहा बच्च को प्राप्त को के सर्वावेश के सर्वावेश के 15

ा जार के जिल्ला है के किस साथ भी जब सुद्ध को गाँध हो जो की, व्यांग ज जातार



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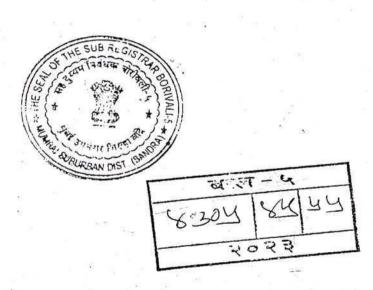
lodex-2; सूची - ९ ।

#### Payment Details

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(SD.Stemo Duty) [RE:Registration Feet [FIRC Common stord'ing Chargos]





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# MUNICIPAL CORPORATION OF GREATER MUMBAI

Amended Plan Approval Letter

File No. P-6066/2020/(44)/P/N Ward/MALAD-W/337/4/Amend dated 04.07.2022

To.

Vinayak Shridhar Deshpande 7/504, The Discovery CHS Ltd. Dattapada Road, Borivali(E)

CC (Owner),

SAI SIDDHI BUILDERS AND

DEVELOPERS

304 JAYSHREE AKSHAYA CHS LTD

3TH I C COLONY X ROAD

NR SILVERCOIN RESTAURANT

BORIVALI W

Subject:

Proposed redevelopment of Existing Building on land bearing CTS No.44 of Village Malad (South), Liberty Garden Road No.3, Malad (W) in P/North ward, Mumbai 400064.

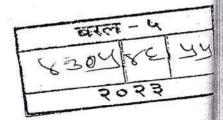
Reference: Online submission of plans dated 16.06,2022

Dear Applicant/ Owner/ Developer,
There is no objection to your carrying out the work as per amended plans submitted by you online under reference for which compètent authority has accorded sanction, subject to the following conditions.

- That the revised structural design / calculations / details / drawings shall be submitted before extending C.C.
- 21 That the C.C. shall be got endorsed as per the amended plan.
- That the all requisite fees, premiums, development charges deposits shall be paid before endorsement of C.C. 3)
- That Extra water & Sewerage charges shall be paid before CC.
- That the one-time PCO charges shall be paid before C.C. 5)
- That the Revalidation of Janata Insurance Policy shall be submitted before C.C.
- That the revised N.O.C. from H.E. shall be submitted.
- Remarks from Consultants for mechanical ventilation for proposed Toilet in Shop shall be submitted. 8)
- 9) That all the changes proposed shall be shown on the plans to be submitted at the time of OCC/Building Completion Certificate.
- 10) That all the conditions of I.O.D. under even No. dated 04.03.2021 shall be



Page 1 of 2





For and on behalf of Local Authority

Municipal Corporation of Greater Mumbai

Executive Engineer . Building Proposal

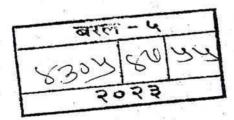
Western Suburb II

#### Copy to:

- 1) Assistant Commissioner, P/N Ward
- 2) A.E.W.W., P/N Ward
- 3) D.O. P/N Ward
  - Forwarded for information please.



Page 2 of 2



Road

which





# MUNICIPAL CORPORATION OF GREATER MUMBAI

#### FORM 'A'

# MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No P-6066/2020/(44)/P/N Ward/MALAD-W/FCC/2/Amend

### COMMENCEMENT CERTIFICATE

To.
M/S. Sai Siddhi Builders & Developers C.A.to SHRI
JAY-SUKH CHS Ltd.
304, Jayshree Akshay CHS Limited, IC Colony,
Borivali (West), Mumbai 400 092.

Sir.

With reference to your application No. P-6066/2020/(44)/P/N Ward/MALAD-W/FCC/2/Amend Dated. 06 Dec 2020 for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated 06 Dec 2020 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. 44 C.T.S. No. 44 Division / Village / Town Planning Scheme No. MALAD-W situated at Liberty Garden Rd No.3. Road / Street in P/N Ward Ward

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

- The land vacated on consequence of the endorsement of the setback line/ road widening line shall form part of the public street.
- 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.
- 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.
- This Commencement Certificate is renewable every year but such extended period shall be in no ca
  exceed three years provided further that such lapse shall not bar any subsequent application for fres
  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.
  - Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
  - The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the 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 (B.P.)P Ward Assistant Engineer to exercise his powers and functions of the Flavoing Authority under Section 45 of the said Act.



8304 RTAA

Issue On: 11 May 2021

Valid Upto:

10 May 2022

Application Number:

P-6066/2020/(44)/P/N

Ward/MALAD-W/CC/1/New

Remark:

This C.C. is now granted for the work upto Plinth level as per I.O.D. plans approved dtd.04.03.2021.

Approved By

Shri. A. P. Dhiwar (EE-WS 2) P ward **Executive Engineer** 

Issue On: 25 Nov 2021

Valid Upto:

24 Nov 2022

Application Number:

P-6066/2020/(44)/P/N

Ward/MALAD-W/FCC/1/New

Remark:

This C.C. is granted to work in the floor for Shops+ 1st floor for ITES offices + 2nd to 10th upper floor for Residential units as the product plantage roved on 12/08/2021.

Approved By

Assistant Engineer(B.P.)P Ward Assistant Engineer (BP)

10 Mar 2023

Application Number : -

P-6066/2020/(44)/P/N

Ward/MALAD-W/FCC/1/Amend

Remark:

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er to

This C.C. is now granted for work i.e. Ground floor for Shops+ 1st floor for ITES offices + 2nd to 18th +19th (part) upper floor for Residential units with total height of the building is 61.20 Mt.as per plan approved on 28.12.2021

Approved By

P-6066/2020/(44)/P/N Ward/MALAD-W/FCC/2/Amend

Page 2 of 3 On 29-Aug-2022

## Assistant Engineer(B.P.)P Ward Assistant Engineer (BP)

Issue On: 29 Aug 2022

Valid Upto:

10 May 2023

Application Number:

P-6066/2020/(44)/P/N Ward/MALAD-W/FCC/2/Amend

Remark:

This C.C. is now granted for the entire work of building comprising of Ground floor for Shops+ 1st floor for ITES offices + 2nd to 19th+ 20th(part) upper floor as per approved amended plans dt 04.07.2022.



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

Architect.
 Collector Mumbai Suburban /Mumbai District.

Assistant Engineer . Building Proposal

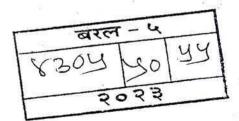
Western Suburb II P/N Ward Ward





P-6066/2020/(44)/P/N Ward/MALAD-W/FCC/2/Amend

Page 3 of 3 On 29-Aug-2022



आयकर विभाग

INCOME TAX DEPARTMENT BABULAL NARAYAN GHANCHI

NARAYANLAL TIKAMJI GHANCHI

26/05/1993

BAXPG4437R

Babalal.

Signature

भारत सरकार GOVT. OF INDIA





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आयंकर विभाग 💮 🍘

INCOMETAX DEPARTMENT

MEENA N GHACHI SUKANCHAND RUPARAMJI GHACH

05/06/1970 Permanent Account Number

AXKPG2110N

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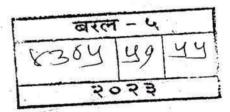
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आयकर विभाग

INCOME TAX DEPARTMENT HARESH SHANTILAL PATEL

SHANTILAL RATANSHI PATEL

07/05/1977

Permanent Account Number

AKRPP8413D

Assato

Signature

भारत सरकार GOVT. OF INDIA





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आयकर विमाग INCOME TAX DEPARTMENT

NILESH LAXMAN GADEKAR LAXMAN BALAJI GADEKAR 31/01/1972

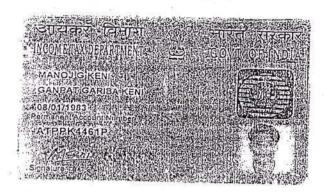
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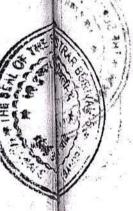


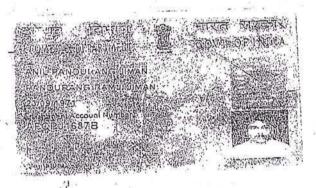


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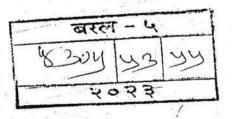
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## Summary1 (GoshwaraBhag-1)

388/4305

गुरुवार,09 मार्च 2023 11:17 म.पू.

दस्त गोषवारा भाग-1

बरल-5

दस्त क्रमांक: 4305/2023

दस्त क्रमांक: बरल-5 /4305/2023

वाजार मुल्य: रु. 72,56,100/-

मोबदला: रु. 75,00,000/-

भरलेले मद्रांक शल्क: रु.4,50,000/-

दु. नि. सह. दु. नि. बरल-5 यांचे कार्यालयात

अ. कं. 4305 वर दि.09-03-2023

रोजी 11:11 म.पू. वा. हजर केला.

पावती:4612

पावनी दिनांक: 09/03/2023

सादरकरणाराचे नाव: बाबुलाल नारायण घांची

नोंदणी फी

₹. 30000.00

दस्त हाताळणी फी

₹. 1100.00

पृष्टांची संख्या: 55

एकुण: 31100.00

दस्त हजर करणाऱ्याची सही:

सह दु.नि.को-बीरीवली5

सह दु.क्रिका-बोरीवली5

दस्ताचा प्रक्रार: करारनामा

मुद्रांक शुल्क: (एक) क्षोणत्याही महानगरपालिकेच्या हद्दीत र्किवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत र्किवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का क्रं. 1 09 / 03 / 2023 11 : 11 : 51 AM ची वेळ: (सादरीकरण)

शिक्का कं. 2 09 / 03 / 2023 11 : 13 : 00 AM ची वेळ: (फी)

प्रतिज्ञापत्र

 सदर दस्तऐक्ज झ नोंदणी करपदा १९०८ अंतर्गत असलेल्या गर्ह्योनुसार नोंदणीस कखल केलेला हाई. \* रस्तातील संपूर्ण पजक्त, जिल्लाक श्राक्सी, सब्सीदार च संदर्त कोडलेल्या कागदपत्रांची सत्स्ता रापासली आहे. 🖈 इस्ताची सत्यता, वैयता कायदेशीर धार्यालक्षी दस्त निष्मपक व रम्युलीयारक हे संपूर्णपणे





ISC

दस्त क्रमांक:4305/2023

दस्त क्रमांक :बरल-5/4305/2023 दस्ताचा प्रकार :-करारनामा

पक्षकाराचे नाव व पत्ता अनुक.

नाव:मेसर्स साई सिद्धी बिल्डर्स आणि डेव्हलपर्स चे भागीदार हरेश 1 पत्ताःप्लॉट नः 304, माळा नः -, इमारतीचे नावः जयश्री अक्षय को-ऑप-सो-ली , ब्लॉक नः बोरिवली पश्चिम मुंबई, रोड नः आए सी

कॉलनी, महाराष्ट्र, MUMBAI. भून नेबर:ACCFS6605D

नाव:मेसर्स साई सिद्धी बिल्डर्स अँड डेव्हलपर्स चे भागीदार निलेश लक्ष्मण लिहून देणार वय :-51 पत्ता:प्लॉट नं: 304, माळा नं: -, इमारतीचे नाव: जयभी अक्षय को ऑप स्वाक्षरी:-हो सो ली , ब्लॉक नं: बोरीवली पश्चिम मुंबई, रोड नं: आय सी कॉलनी , महाराष्ट्र, मुम्बई.

महाराष्ट्र, मुम्बई. पॅन नंबर:ACCFS6605D

पॅन नंबर:BAXPG4437R

्रिल्ह्न घेणार नाव:बाबुलाल नारायण घांची पत्ताः क्वीट नं: बी/402, माळा नं: -, इमारतीचे नाव: खेट सागर, ब्लॉक वय :-29 नं: मालाड पश्चिम मुंबई, रोड नं: तिबर्टी गार्डन रोड, महाराष्ट्र, स्वाक्षरी:-MUMBAT.

नाव:मीना नारायण घांची पत्ताःप्लॉट नं: बी/402 , माळा नं: -, इमारतीचे नाव: स्वेट सागर , ब्लॉक नं: मालाड पश्चिम मुंबई, रोड नं: लिबर्टी गार्डन रोड, महाराष्ट्र, पॅन नेबर:AXKPG2110N

bilal लिहून घेणार

पक्रकाम्बर पकार

लिष्ट्रन देणार

वय :-46 स्वाक्षरी:-

वय :-52 स्वाक्षरी:-मी ना









अंगरनाम रस





वरील दस्तऐवज करून देणार तथाकथीत करारनामा चा दस्त ऐवज करून दिल्याचे कबल करतात. शिक्का क्र.3 ची वेळ:09 / 03 / 2023 11 : 15 : 56 AM

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र. पक्षकाराचे नाव व पत्ता

नाय:अनिल - झिमण पत्ता:बोरिवली आशीर्वाद शॉप नो 5 रॅम मंदिर रोड बोरिवली पश्चिम मुंबई 400091 पिन कोड:400091











नाव:मनोज केणी

पता:बोरिवली आशीर्वाद शॉप नो 5 रॅम मंदिर रोड बोरिवली पश्चिम मुंबई 400091 पिन कोड:400091

स्याक्षरी

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Payment Details

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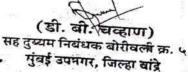
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वह प्रवास विवेधक होगीवर्ध





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