



18/06/2024

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. बोरीवली 4

दस्त क्रमांक : 9507/2024

नोंदणी :

Regn:63m

गावाचे नाव : मालवणी

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	4200000
(3) बाजारभाव (भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	4016411.1
(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: Mumbai Ma.na.pa. इतर वर्णन : , इतर माहिती: सदनिका नं.205,2 रा मजला, ग्रोमोर ओनेक्स मालवणी सकिना को-ऑप हौसिंग सोसायटी लिमिटेड, मालवणी मालाड (पश्चिम) मुंबई-400095, प्लॉट नं 119, आरएससी -03... बांधीव मिळकतीचे एकूण क्षेत्र 370 चौ.फूट रेरा कार्पेट एरिया म्हणजेच 38.83 चौ.मीटर बांधीव .सि.टी.एस नं .3525 अ, गाव -मालवणी मालाड (प) मुंबई. ( ( C.T.S. Number : 3525 PLOT NO. 119 RSC- 3 ; ) )
(5) क्षेत्रफळ	1) 37.83 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:- मेसर्स. ग्रोमोर स्पेस सोल्युशन प्रा.लि.चे संचालक कयवन नरेंद्र नंदू तर्फे मुखत्यार संदीप रतिलाल छेडा वय:-55; पत्ता:- प्लॉट नं: ऑफिस नं. ६/४६, माळा नं:-, इमारतीचे नाव: जुना आनंद नगर,, ब्लॉक नं: सांताक्रूझ (पूर्व) मुंबई, रोड नं: आनंद नगर, महाराष्ट्र, MUMBAI. पिन कोड:-400055 पॅन नं:-AADCG6756F
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:- इस्माइल मोहम्मद मुल्ला वय:-55; पत्ता:- प्लॉट नं: रूम नं, माळा नं:-, इमारतीचे नाव: गुलाम बारिस चाळ, ब्लॉक नं: जोगेश्वरी पूर्व मुंबई, रोड नं: प्रेम नगर 1, महाराष्ट्र, MUMBAI. पिन कोड:-400060 पॅन नं:-CJMPPM8328N
(9) दस्तऐवज करून दिल्याचा दिनांक	18/06/2024
(10) दस्त नोंदणी केल्याचा दिनांक	18/06/2024
(11) अनुक्रमांक, खंड व पृष्ठ	9507/2024
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	252000
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेरा	



मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

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

खरी प्रत

सह. दुय्यम निबंधक, बोरीवली-४,  
मुंबई उपनगर जिल्हा.



# 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 :  
**P51800033488**

**Project: Growmore Onyx** , Plot Bearing / CTS / Survey / Final Plot No.: **Plot no 119 RSC.3 CTS no 3525/119**  
**MHADA Malwan Malad West Mumbai 400095 at Borivall, Borivall, Mumbai Suburban, 400095;**

1. **Growmore Space Solutions Private Limited** having its registered office / principal place of business at **Tehsil: Mumbai City, District: Mumbai City, Pin: 400055.**

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 (l) of sub-section (2) of section 4 read with Rule 5;

OR

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

- The Registration shall be valid for a period commencing from **22/02/2022** and ending with **31/12/2024** 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 Premchand Prabhakar  
(Secretary, MahaRERA)  
Date: 22-02-2022 13:27:26

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

Dated: 22/02/2022

Place: Mumbai

बल - ४		
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**Building Permission Cell, Greater Mumbai / MHADA**  
(A designated Planning for MHADA layouts constituted as per government regulation No.TPB4315/167/CR-51/2015/UD-11 DT. 23 May, 2018.)

**FURTHER COMMENCEMENT CERTIFICATE**

Date : 18 October, 2022

No. MH/EE/(BP)/GM/MHADA-65/960/2022/FCC/1/Amend

To

M/s. Growmore Space Solutions  
Pvt. Ltd.

6/46, Old Anand Nagar, Near  
Reliance Energy, Santacruz  
(East), Mumbai - 400 055.

**Sub :** Proposed development of Malwani Sakina C.H.S.L. bearing Plot No. 119, R.S.C. 03, Survey No. 263 (Part) of Malwani Village, MHADA Layout, Malad (West), Mumbai. For M/s. Growmore Space Solutions Pvt. Ltd.

Dear Applicant,

With reference to your application dated 20 June, 2022 for development permission and grant of Further Commencement Certificate under section 44 & 69 of Maharashtra Regional Town Planning Act, 1966 to carry out development and building permission under section 45 of Maharashtra Regional and Town Planning Act, 1966 to **Proposed development of Malwani Sakina C.H.S.L. bearing Plot No. 119, R.S.C. 03, Survey No. 263 (Part) of Malwani Village, MHADA Layout, Malad (West), Mumbai. For M/s. Growmore Space Solutions Pvt. Ltd.,**

The Commencement Certificate/Building permission is granted on following conditions.

1. The land vacated in consequence of endorsement of the setback line / road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any reason until occupancy permission has been granted.
3. The Commencement Certificate / Development permission shall remain valid for one year from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you or in contravention of the provision of coastal zone management plan.
5. This Certificate liable to be revoked by the VP & CEO, MHADA if:
6. If construction is not commenced this commencement certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such laps shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
  - a. The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
  - b. Any of the condition subject to which the same is granted or any of the restrictions imposed by the VP & CEO, MHADA is contravened or not complied with.
  - c. The VP & CEO, MHADA is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the appellant and every person deriving title through or under him in such an

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event shall be deemed to have carried out the development work in contravention of section 43 and 45 of the Maharashtra Regional Town Planning Act, 1966

7. This CC shall be re-endorsed after obtaining IOA for work beyond plinth.
8. 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.

VP & CEO / MHADA has appointed Shri. Rupesh M. Totewar, Executive Engineer to exercise his powers and function of the Planning Authority under section 45 of the said Act.

This CC is valid upto dt. 20 January, 2023

Issue On : 21 January, 2022

Valid Upto : 20 January, 2023

Application No. : MH/EE/(BP)/GM/MHADA-65/980/2021/CC/1/Old

Remark :

This C.C. is issued upto plinth level as approved I.O.A. plan dtd.:10.12.2021.

Issue On : 25 August, 2022

Valid Upto : 20 January, 2023

Application No. : MH/EE/(BP)/GM/MHADA-65/980/2022/FCC/1/New

Remark :

This further C.C. is granted for building consist of Still + 1st to 6th upper floors as per approved I.O.A. plan dtd. 10.12.2021.

Issue On : 18 October, 2022

Valid Upto : 20 January, 2023

Application No. : MH/EE/(BP)/GM/MHADA-65/960/2022/FCC/1/Amend

Remark :

This C.C. is further extended up to 22nd floor i.e. building consist of Still + 1st to 22nd upper floors (Including OHT + LMR) as per approved I.O.A. plan dtd.10.12.2021.



Copy furnished in favour of Information please

1. Chief Officer Mumbai Board.

2. Deputy Chief Engineer /B.P. Cell/MHADA.

3. Asst. Commissioner P South Ward MCGM.

✓  
Name : Rupesh  
Muralidhar Totewar  
Designation : Executive  
Engineer  
Organization : Personal  
Date : 18-Oct-2022 18:

Executive Engineer/B.P.Cell  
Greater Mumbai/MHADA

Copy to :-

4. EE Borivall Division / MB.
5. A.E.W.W P South Ward MCGM.
6. A.A. & C P South Ward MCGM
7. Architect / LS - Chandan Prabhakar Kelekar.
8. Secretary, Malwan Sakina C.H.S.L.

वर्ग - ३		
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Receipt (pav.)

387/9507

Tuesday, June 18, 2024

3:25 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39M

Regn.: 39M

गावाचे नाव: मालवणी

दस्तऐवजाचा अनुक्रमांक: बरल-4-9507-2024

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: इस्माइल मोहम्मद मुल्ला

पावती क्र.: 10093

दिनांक: 18/06/2024

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1500.00

पृष्ठांची संख्या: 75

एकूण:

रु. 31500.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे  
3:44 PM ह्या वेळेस मिळेल.

सह दु.नि.का-बोरीवली 4

बाजार मुल्य: रु.4016411.1/-

मोबदला रु.4200000/-

भरलेले मुद्रांक शुल्क : रु. 252000/-

सड. दुय्यम निबंधक, बोरीवली क्र.-४,  
मुंबई उपनगर जिल्हा.

1) देयकाचा प्रकार: eChallan रकम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH003642545202425P दिनांक: 15/06/2024

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रकम: रु.1500/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0624153805580 दिनांक: 18/06/2024

बँकेचे नाव व पत्ता:

ISMAIL.M.M

DELIVERED

Valuation ID	202406186109					18 June 2024,02:51:23 PM
मूल्यांकनाचे वर्ष	2024					बरल-4
जिल्हा	मुंबई(उपनगर)					
मूल्य विभाग	69-मालवणी ( बोरीवली )					
उप मूल्य विभाग	भुभाग: मालवणी गावातील सर्व मिळकती ( मालाड मार्ग खाडी ते मालवणी चर्च सोडुन )					
सर्व्हे नंबर /न. भू क्रमांक :	सि.टी.एस. नंबर#3525					
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.	खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	मोजमापनाचे एकक
	45300	106170	122090	132710	106170	चौरस मीटर
बांधीव क्षेत्राची माहिती	बांधकाम क्षेत्र(Built Up)-	37.83चौरस मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-	बांधीव
	बांधकामाचे वर्गीकरण- उद्भववाहन सुविधा-	1-आर सी सी आहे	मिळकतीचे वय- मजला -	0 TO 2वर्षे 1st floor To 4th floor	बांधकामाचा दर -	Rs.30250/-
रस्ता सन्मुख -	Sale Type - First Sale					
	Sale/Resale of built up Property constructed after circular dt.02/01/2018					
मजला निहाय घट/वाढ	= 100% apply to rate= Rs.106170/-					
घसा-यानुसार मिळकतीचा प्रति चौ मीटर मूल्यदर	=(((वार्षिक मूल्यदर - खुल्या जमिनीचा दर ) * घसा-यानुसार टक्केवारी )+ खुल्या जमिनीचा दर )					
	=(((106170-45300) * (100 / 100 ))+45300 )					
	= Rs.106170/-					
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र					
	= 106170 * 37.83					
	= Rs.4016411.1/-					
Applicable Rules	= ,10,4					
एकत्रित अंतिम मूल्य	= मुख्य मिळकतीचे मूल्य +तळघराचे मूल्य + मेझॅनॉईन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + बंदिरत वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + बंदिरत बाल्कनी + मेकेनिकल वाहनतळ					
	= A + B +C +D +E +F +G +H +I +J					
	= 4016411.1 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0					
	=Rs.4016411.1/-					

Home Print



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CHALLAN  
MTR Form Number-6



GRN	MH003642545202425P	BARCODE	[Barcode]		Date	15/06/2024-16:54:48	Form ID	25.2
Department	Inspector General Of Registration		Payer Details					
Type of Payment	Stamp Duty Registration Fee		TAX ID / TAN (If Any)					
Office Name	BRL4_JT SUB REGISTRAR BORIVALI NO 4		PAN No.(If Applicable)	AADCG6756F				
Location	MUMBAI		Full Name	GROWMORE SPACE SOLUTION PVT LTD				
Year	2024-2025 One Time		Flat/Block No.	FLAT NO 205 GROWMORE ONYX MALWANI				
Account Head Details			Amount In Rs.	Premises/Building				
0030045501	Stamp Duty		252000.00	SAKINA CHSL				
0030063301	Registration Fee		30000.00	Road/Street				
				PLOT NO 119 MALWANI MHADA				
				Area/Locality				
				MALAD WEST				
				Town/City/District				
				PIN				
				4 0 0 0 9 5				
				Remarks (If Any)				
				PAN2=CJMPM8328M--SecondPartyName=ISMAIL MOHD MULLA--				
Total			2,82,000.00	Amount In	Two Lakh Eighty Two Thousand Rupees Only			
				Words				
Payment Details			STATE BANK OF INDIA		FOR USE IN RECEIVING BANK			
Cheque-DD Details			Bank CIN	Ref. No.	10000502024061504865	7056660201736		
Cheque/DD No.			Bank Date	RBI Date	15/06/2024-16:54:59	Not Verified with RBI		
Name of Bank			Bank-Branch		STATE BANK OF INDIA			
Name of Branch			Scroll No. , Date		Not Verified with Scroll			



Department ID : Mobile No. : 8928760717  
 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.  
 सदर चलन केवल दुयम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

ISMAIL.M.M

बरल - ४		
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AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") is made and executed at Mumbai, on this 18<sup>th</sup> day of June in the Christian Year Two Thousand and Twenty-Four:

ISMAIL M M

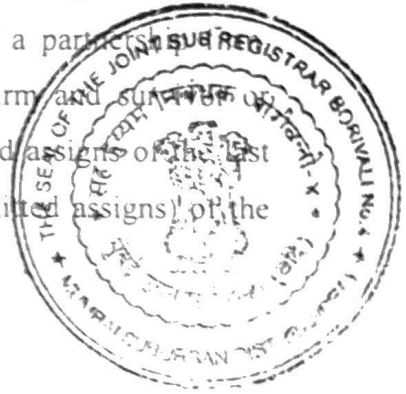
K Nandu

**BETWEEN:**

**GROW MORE SPACE SOLUTIONS PVT LTD**, a Company duly registered under the Indian Companies Act, 1956, having PAN AADCG6756F and having its Registered Office at 6//46, old anandnagar, santacruz east, Mumbai- 400 055 by the hand of its Managing Directors **MR. KAYVAN NARENDRA NANDU**, aged about 38 years, hereinafter referred to as "**THE DEVELOPERS**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their successor, and assigns) of the **ONE PART;**

**AND**

(1) **MR. ISMAIL MOHD MULLA** aged about 54 years, having PAN CJMPM8328N Indian Inhabitants having address at Iqbal Cable Wala, Gulam Waris Chawl, Prem Nagar I-Block, Jogeshwari (East), Mumbai - 400 060 hereinafter called the "**ALLOTTEE/S**" (which term in case of individuals shall, so far as the context admits, be deemed to mean and include his/her/their respective heirs, executors and administrators and/or persons deriving title under or through him/her/them and his/her/their permitted assigns, and in case of a partner or partners for the time being and from time to time of such firm and survivors of them and the heirs, executors and administrators and permitted assigns of the last such survivor, and in case of incorporated bodies, its successors and permitted assigns) of the



**OTHER PART.**

RECITALS:

A. The Developers is entitled to undertake the redevelopment of all that piece and parcel land being part of the MHADA's layout admeasuring **about 1168.86 Sq.mtrs.** bearing Survey No. 263, of Village - MALWANI, Taluka - Borivali, District - Mumbai Suburban situate at Cluster Plot No.119,RSC -03, MHADA, Malwani, Malad (W). Mumbai - 400 095 and more particularly described in the **First Schedule** hereunder written and as shown as marked in red colour boundary lines on the plan annexed hereto and marked as Annexure 'A' (hereinafter referred to as the said Land).

B. The development rights in respect of the said Land have been acquired by the Developers in the following manner:

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i) The Maharashtra Housing and Area Development Authority (i.e. MHADA) is possessed of or otherwise well and sufficiently entitled to a piece or parcel of land being part of the MHADA's layout admeasuring **about 1168.86 Sq.mtrs.** bearing Survey No. 263, of Village - Malwani, Taluka - Borivali, District - Mumbai



K Nandu  
ISMAIL M M



Suburban situate at Cluster Plot No. 119, RSC-3, MHADA, Malwani, Malad (West),  
Mumbai – 400 095 .

- ii) The said land bearing Cluster plot No.119, R.S.C. -3 at Malwani - Village, Malad, Taluka – Borivali, consist of 25 developed plot of “B” type admeasuring 25 sq.mtrs. each and 6 developed plots of “D” types admeasuring 40 sq.mtrs. each and has been provided with the necessary infrastructure, common facilities and amenities (hereinafter collectively referred to as the Developed plot or plots).
- iii) The said developed plots on the said land have been allotted by the authority under its sites and services scheme prepared under the Mumbai Urban Development Project aided by the World Bank to the persons specified in the column 2 of the schedule –II, there under written (hereinafter referred to as the Allottee or Allottees or member or members as the context may require);
- iv) The Authority has by advertisement published in news papers invited applications from the Allottees for allotment of the said developed plots in the Authority’s land to the successful drawees in the drawl of lots for the purpose of constructing, maintaining and locating a building for bonafide residential use and occupation.



The said Allottees have on allotment of the Developed Plots to them formed themselves into Co-operative Housing Society in the name of Malwani Sakina Co-operative Housing Society Ltd., bearing Registration No. MUM/MHADB/HSG/(TC)12450/2008-09 Dt. 01/09/2008 (hereinafter referred to as said Society) under the provisions of Maharashtra Co-operative Societies Act- 1960.

- vi) The Authority has agreed and decided to give the said land comprising of the said developed plots to the said society on lease period of 90 years on payment of premium of Rs. 3,61,000/= and Rs. 372/= towards lease rent p.a. to be paid by the society to MHADA.

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- vii) The society and all the members thereof have agreed under their Resolution No.9 passed in the meeting held on 14/12/2008 to take the said land together with developed plots thereon on lease for the said period of 90 years.

Under Indenture of Lease dated 21/11/2009, the said Authority granted lease of the said piece or parcel of land being part of the MHADA’s layout admeasuring about 1168.86 Sq.mtrs. bearing Survey No. 263, of Village – Malwani, Taluka –



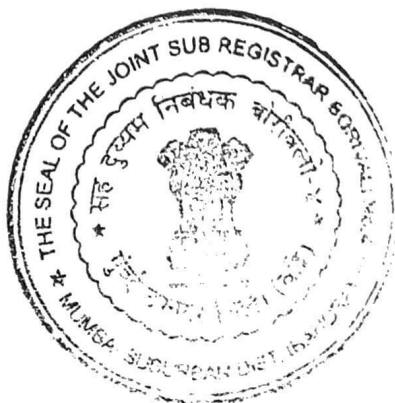
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Borivali, District – Mumbai Suburban situate at Cluster Plot No. 119, RSC-3, MHADA, Malwani, Malad (W), Mumbai – 400 095 (hereinafter referred to as said Plot of Land and more particularly described in the **Schedule** hereunder written), for the period of 90 years commencing from 21/11/2009 for the premium and on payment of lease rent and on other terms and conditions as stated therein. The said Indenture of Lease is registered with Sub-Registrar of Assurance, Borivali -- Taluka, Borivali, under **Sr. No. BDR2-10216-2009 DT. 26/11/2009.**

- ix) The society through its members/allottees have paid to the Authority a sum of Rs. 3,61,000/- towards lease premium being initial down payment of total lease premium and Rs. 372/= towards annual rent to be paid by the Society to MHADA.
- x) Under the circumstances aforesaid the society through its members is absolutely seized and possessed of and otherwise well and sufficiently entitle to all that that piece and parcel of plot of land being part of MHADA's layout admeasuring **about 1168.86 Sq.mtrs.** bearing Survey No. 263, of Village – Malwani, Taluka – Borivali, District – Mumbai Suburban situate at Cluster Plot No. 119, RSC-3, MHADA, Malwani, Malad (W), Mumbai – 400 095(hereinafter referred to as the "**Said Property**") and more particularly described in the First Schedule here under written).

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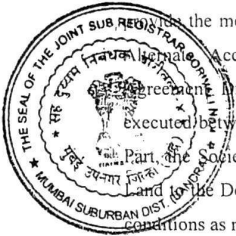
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passed resolution to go for redevelopment of society

D. Under Development Agreement Dt. 16/11/2010 executed by and between the Society and the Developers herein; the Society has granted to the Developers herein; development rights in respect of the said property for valid consideration and on the terms and conditions as recorded in the said Redevelopment Agreement. The said Development Agreement is duly registered with Sub-Registrar of Assurance, Borivali Taluka on 16/11/2010 under Sr. No. BDR10-11232-2010 (hereinafter referred to as "the said Development Agreement" annexed hereto and marked as Annexure 'B' is the Index II of the said Development Agreement).

E. Thereafter, under Supplemental Deed Dated 10/01/2022, executed by and between the Society and the Developers herein; the Society thereby irrevocably granted development rights to the Developers to utilise the additional FSI/TDR, Premium FSI available as per DCPR, 2034 and in consideration thereof the Developer has agreed to provide further additional area to the members of the Society free of costs over and above agreed to be provided under Development Agreement Dt. 16/11/2010

F. In terms of the said Development Agreement Dt. 16/11/2010 and Supplemental Deed Dated 10/01/2022, the Developers are authorised to develop the said property and the members with new flats on ownership basis as and by way of Permanent Accommodation free of costs. By and under the said Development Agreement Dt. 16/11/2010 and Supplemental Deed Dated 10/01/2022 made and executed between the Society of the One Part and the Developers herein of the Other Part, the Society granted full and exclusive development rights in respect of the said Land to the Developers herein, at and for the consideration and on the other terms and conditions as more particularly mentioned therein.



G. Vide the said Development Agreement Dt. 16/11/2010 and Supplemental Deed Dated 10/01/2022, the Society authorized the Developers herein to construct on the said Land one or more multistoried building/s. wherein all existing members of the Society shall be rehabilitated and the balance area constructed as a part of such new building/s, will

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members of the Society		
H. The Society has also executed a Power of Attorney dated 16/11/2010 thereby authorizing the Developers (acting through its partners) to do various acts, deeds, matters and things in respect of the said Property as set out therein. The said Power of Attorney is duly registered with the Sub-Registrar of Assurances at Andheri no 4 under no BDR-10-11233-2010 (hereinafter referred to as "the PoA")		
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I. The said Development Agreement Dt. 16/11/2010 and Supplemental Deed Dated 10/01/2022 and the said POA are hereinafter collectively referred to as "the Redevelopment Documents"



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J. In the circumstances aforesaid, the Developers became entitled to redevelop the said Land and construct thereon, new multi storied building/s.

K. The Developers had made an application to the MHADA or concerned authorities for sanction of plans for carrying out construction of a new multistoried building/s on the said Land and based on such application, MHADA or concerned authorities had approved plans for construction on the said Land (initially with a Floor Space Index (hereinafter referred to as "FSI") of \_\_ square meters; and had issued an Intimation of Disapproval dated 10/12/2021 bearing number NO MH/EE/BP CELL/GM/MHADA-65/960/2021 (hereinafter referred to as "the IOD"). A copy of the IOD is annexed hereto and marked as Annexure 'C'.

L. The -MHADA or concerned authorities has also issued a Commencement Certificate dated 21/01/2022 bearing number MH/EE/(B.P.)/GM/MHADA-65/960/2022 and thereby has permitted the Developers to commence construction of the new building (hereinafter referred to as "the CC"). A copy of the CC is annexed hereto and marked as Annexure 'D'.

M. As per the IOD NO MH/EE/BP CELL/GM/MHADA-65/960/2021 and approved plans dated 10.12.2021, further amended approved plans and the plans to be further approved hereafter by the MHADA or concerned authorities, the Developers shall be constructing on the said Land, a multistoried building comprising of one wing presently proposed to be known as GROWMORE ONYX and one wing is presently proposed by the Developers to be comprising of approximately Stilt and 22 floors (hereinafter referred to as "the Proposed Building").



N. The development/redevelopment on the said Land undertaken by the Developers by constructing thereon the Proposed Building, in the manner aforesaid, is hereinafter referred to as "the said Project". The term "the Project", wherever the same appears hereinafter shall include without limitation the entire project of construction of the Proposed Building and all other structures and the entire development of the said Land, as envisaged by the Developers.

of construction of the		
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Proposed Building and all other structures and the entire development of the said Land, as envisaged by the Developers.		

O. It is further clarified and the Allottee/s is/are specifically made aware that although the Developers has envisaged a broader scheme of development and construction, considering the fact that the MHADA or concerned authorities has presently granted the existing building approvals as recited above; and that under the presently existing building approvals, only a part of the presently available development potential of the said Land, is being utilized in the course of development and construction of the Proposed Building, the Developers shall from time to time be making applications to the MHADA or concerned authorities for amendments to the already approved plans and for issuance of further approval/s of amended plans and further commencement certificates or revalidation of the existing CC in terms of such amended plans, as may be approved from time to time by MHADA or concerned authorities, such that the



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consumed in the course of development of the said Land. Accordingly, it is clarified that the plans for construction of the Proposed Building on the said Land are subject to further modifications.

- P. In the circumstances, in accordance with the plans approved by MHADA or concerned authorities and the CC issued by MHADA or concerned authorities, the Developers has commenced construction of the Proposed Building on the said Land on the basis of existing approvals already granted by MHADA or concerned authorities; and subsequent modifications thereto will be done on the basis of the further development potential that is available and that may from time to time become available due to various factors and as per DCPR and/or any statutory modification or re-enactment thereof. It is clarified that the Developers has designed the foundation, piling and other aspects pertaining to the load bearing capacity of the Proposed Building as also made provisions for utilities, common areas and common facilities like water tanks, lifts, etc in such manner that the same would support, withstand and bear the load of the extensions to the Proposed Building up to 22 floors in one wing, as is envisaged by the Developers hereunder. Nothing contained in this Agreement shall be deemed to be or construed as a restriction on the Developers to continue to the Project under any applicable provisions of the DCPR.
- Q. It is clarified that in the course of construction of the Proposed Building, the Developers shall be consuming on the said Land, maximum permissible FSI and development potential available as per the provisions of the DCPR including but not limited to the



entire development potential available for consumption on the said Land by way of FSI emanating from the said Land in the form of base land FSI, which can be consumed free of costs thereon including *inter alia* the FSI available for consumption under the applicable provisions of the DCPR;

entire development potential available for consumption on the said Land by way of acquiring of FSI by way of payment of premium to the Government of Maharashtra or any other statutory authorities including but not limited to MHADA or concerned authorities including *inter alia* the FSI available for consumption under the applicable provisions of the DCPR;

- iii. entire development potential available for consumption on the said Land by acquiring of compensatory fungible FSI, and entire development potential (by whatever name called) that may become available for consumption on the said Land in accordance with the applicable provisions of the DCPR.
- R. Apply the existing approvals and further amendments thereto, as may be obtained by the Developers from time to time, the Developers would be constructing on the said Land, the Proposed Building to be known as "GROWMORE ONYX" or such other name as

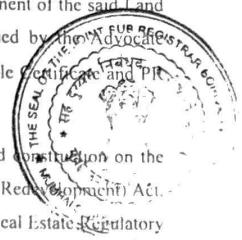


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the Developers may hereafter in its discretion deem fit.

- S. The Developers has entered into an agreement as prescribed by the Council of Architects appointing the Architect M/s. Space Moulders (who is registered with the Council of Architects) and has also appointed Narendra Desai as the structural engineer for preparing structural design and drawings and specifications of the Proposed Building. The Allottee/s accept/s the professional supervision of the said Architects and the said structural designer/engineer till the completion of the Proposed Building, unless such consultants are hereafter changed by the Developers.
- T. The right and entitlement of the Developers to undertake redevelopment of the said Land has been set out in the Title Certificate dated 20/01/2022 issued by the Kirti Nagda and Associates KIRTI NAGDA AND ASSOCIATES and a copy of the said Title Certificate and PR card is annexed hereto as Annexure 'E'.
- U. The Developers has registered the said Project of development and construction on the said Land under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "RERA"), with the Maharashtra Real Estate Regulatory Authority at Mumbai under registration No. P51800033488. A copy of the Project Registration Certificate of the said Project is annexed hereto and marked as Annexure 'F'.
- V. The Allottee/s has/have approached the Developers for acquiring a residential flat being Flat No. 205, 2<sup>nd</sup> Floor, admeasuring about 370 sq.ft. RERA carpet in the Proposed Building, as per the details more particularly described in the Second Schedule hereunder written (hereinafter referred to as "the said Unit"). The said Unit is shown as marked in red colour shades on the floor plan annexed hereto as Annexure 'G'. As per the terms of the Redevelopment Documents and as per the building approvals, the said Unit forms a part of the surplus area that the Developers is entitled to sell in the open market (not being the area earmarked for rehabilitation of the exiting members of the Society).
- W. The Allottee/s has have taken inspection of all the documents of title of the Society relating to the said Land and the Allottee/s has/have satisfied himself/herself/themselves about the entitlement of the Developers to undertake redevelopment of the said Land by construction of the Proposed Building thereon, and to enter into these presents.
- X. The Allottee/s has/have demanded and has also taken inspection of the Project Registration Certificate issued by Maharashtra Real Estate Regulatory Authority under the provisions of RERA, the approved plans as well as the proposed plans, the existing building approvals issued by MHADA or concerned authorities (including the terms and conditions set out therein), undertakings given by the Developers/Society to MHADA or concerned authorities, and other relevant documents and papers including *inter alia* the municipal assessment bills, city survey records, property register cards



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Registration of Real Estate (Regulation and Development) Act, 2017 (hereinafter referred to as "RERA Rules") and the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "MOFA") and the Maharashtra Ownership Flats (Regulation of promotion of Construction, Sale, Management and Transfer) Rules, 1964 (hereinafter referred to as "MOFA Rules"); and the Allottee's confirm/s that he/she/they has/have entered into this Agreement after being aware of all the said facts and orders and after inspecting the aforesaid and other relevant documents and papers and having understood the contents and implications thereof and being satisfied in all respects with regard thereto.

1.2 Clause headings are for convenience only and shall not affect interpretation except to the extent that the context otherwise requires;

1.3 Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings;

1.4 Any reference to Clause, Schedule or Annexure shall be deemed to be a reference to a Clause, Schedule or Annexure respectively of this Agreement;

1.5 Any reference to any enactment, statute, regulation is shall be deemed to mean reference to it, as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;

1.6 Any reference to a statutory provision in a particular statute or legislation shall, in case of repeal or re-enactment or amendment of such statute, be deemed to be a reference to the corresponding provision of the new/amended/re-enacted statute or legislation, which most nearly resembles the provision of the original statute or legislation; and

1.7 Words importing the singular shall include plural and vice versa.

**2 DEVELOPERSTO CONSTRUCT THE PROPOSED BUILDING:**



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BB. The Parties are desirous of reducing to writing the terms and conditions agreed upon between themselves as hereinafter appearing.		

2. In the circumstances, pursuant to negotiations between the Parties, the Allottee/s has/have agreed to purchase and acquire from the Developers and the Developers has agreed to issue the Allottee/s, the said Unit on the terms and conditions herein contained

The Promoters have availed a Construction Finance from ICICI Home Finance Company Limited (in short "ICICI HFC" and hereinafter for the sake of brevity referred to as "the Lending Company"). The Promoter has informed the Allottee/s that the development rights of the proposed project has been mortgaged by the Promoter in favour of ICICI Home Finance Company Limited and the transaction hereby contemplated is subject to the terms of the conditional No Objection Certificate (NOC) issued by ICICI HFC. The Allottee/s has / have perused the said NoC issued by ICICI HFC and has / have understood and accepted the terms and conditions thereof to the entire satisfaction of the Allottee/s

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

**1 INTERPRETATION.**

1.1 The Recitals, the Schedules and the Annexures to this Agreement shall be deemed to form an integral and operative part of this Agreement;



**3 TRANSACTION:**

3.1 In consideration of the aggregate sum as mentioned in Annexure 'H' hereto (hereinafter referred to as "the Purchase Price") agreed to be paid by the Allottee/s to the Developers in the manner contained in Annexure 'H' hereto, the Developers hereby agrees to sell to the Allottee/s and the Allottee/s hereby agrees to purchase from the Developers, the said Unit as more particularly described in

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BB. The Parties are desirous of reducing to writing the terms and conditions agreed upon between themselves as hereinafter appearing.		



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## THE SECOND SCHEDULE

### Description of the said Unit

Flat No. 205 on the 2<sup>nd</sup> floor admeasuring approximately 370 sq.ft RERA carpet area (as per the definition of the term "carpet area" under Section 2 (k) of RERA);,in the Proposed Building to be known as "GROWMORE ONYX" of Malwani Sakina co-operative Society Ltd to be constructed on the said Land more particularly described in the *First Schedule* hereinabove written. It is clarified that the carpet area, as reflected hereinabove is computed in accordance with the definition of the term "carpet area" as defined under Section 2 (k) of RERA and as per the provisions of the RERA Rules (viz. the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the apartment).

## THE THIRD SCHEDULE

### COMMON AREAS AND FACILITIES

#### PART A - Limited Common Areas

- i. All the Allottee/s of Units on each floor will have a proportionate un-divided interest with their fellow neighbors on the same floor in respect of the flat entrance lobby and lift lobby at every floor adjacent to the respective flats;
- ii. any terrace/sor pocket terrace/s that may be abutting or adjoining any flats/premises;
- iii. Parking Spaces in accordance with the provisions of Clause 17 of this Agreement.

#### PART B - Common Areas

The Allottee/s will have a proportionate un-divided interest in the following along with acquirers/holders of the premises in the Proposed Building:

- i. Entrance lobby on the Ground Floor;
- ii. Society office room;
- iii. Compound areas (other than areas earmarked as car parking spaces);
- iv. Gymnasium (if and as permitted by the MCGM/MHADA);
- v. Lifts provided in the Proposed Building;
- vi. Staircase of the Proposed Building including the floor landing and the mid-landing, for the purpose of ingress and egress;
- vii. Terrace on the topmost floor of the Proposed Building.



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IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands on the day and year the first above written

SIGNED AND DELIVERED BY

the within named **Developers**

**GROW MORE SPACE SOLUTIONS PVT LTD.**

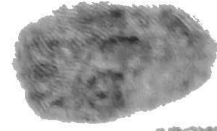
Through its Managing Director

to **MR. KAVYAN SARENDRA NANDI**

in the presence of two independent witnesses

*S.R. Chlu*

*[Signature]*



GROWMORE SPACE SOLUTIONS PVT. LTD.

SIGNED AND DELIVERED

By the within named **AlLOTTEE**

**MR ISMAIL MOHD MULLA**



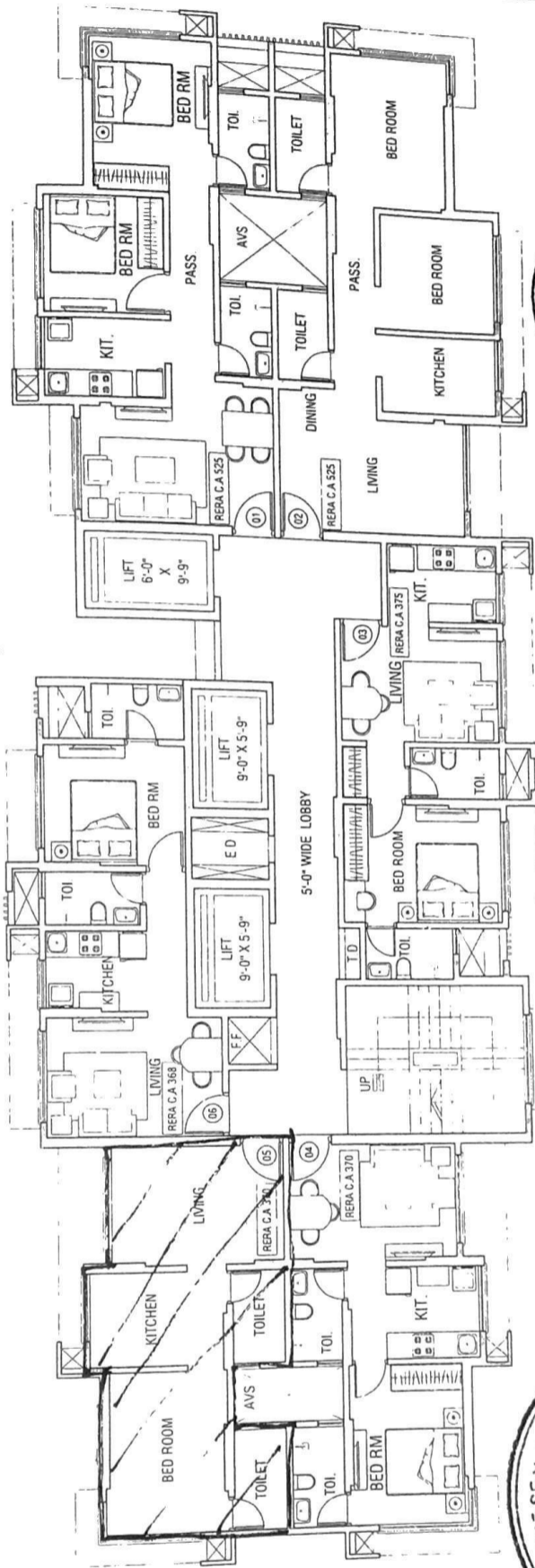
in the presence of two independent witnesses

*S.R. Chlu*

*[Signature]*



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GROWMORE SPACE SOLUTIONS PVT. LTD.

*K Nandan*

DIRECTOR

FLOOR PLAN

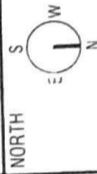
9TH TO 14TH & 16TH TO 22ND FLOOR



SPACE MOULDERS  
An Architectural Studio

DEVELOPER:  
M/S Growmore Space Solution Pvt.Ltd.  
C.A To Malwani Sakina C.H.S.L.

OPTIONS



MALWANI SAKINA CHSL

Proposed development of Malwani Sakina C.H.S.L.  
bearing plot no.119,R.S.C.-03,survey no.263(part) of Malwani village,  
MHADA LAYOUT, malad (west), Mumbai

14/01/2022

FLAT NO. 205

D SMAIL. M. M

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