

Delosh Kajare

02/06/2024 / SRT Belapur
Adesh / 2024

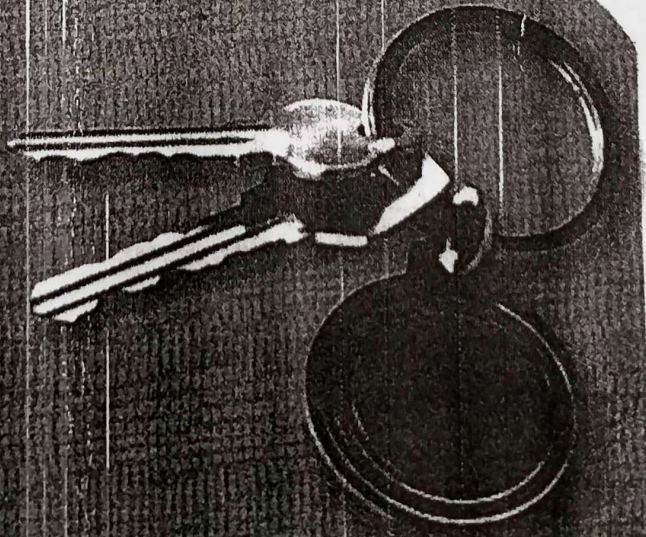


SWASTIK
G R O U P
BUILDERS & DEVELOPERS

SWASTIK DIVINE

UNIT NO. 1202 WING-B

AGREEMENT FOR SALE



Receipt (pavti)

390/11758

Tuesday, May 28, 2024

6:03 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 12597

दिनांक: 28/05/2024

गावाचे नाव: मुलुंड

दस्तावेजाचा अनुक्रमांक: करल3-11758-2024

दस्तावेजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: प्रसाद चंद्रकांत सुलक्षणे

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2000.00

पृष्ठांची संख्या: 100

DELIVERED

एकूण:

रु. 32000.00

आपणाम मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

6:22 PM ह्या वेळेस मिळेल.

मह. दु. निबंधक कुर्ला - 3

**सह. दुय्यम निबंधक
कुर्ला-३ (वर्ग-२)**

वाजार मूल्य: रु. 10189878.58/-

मोबदला रु. 13628242/-

भरलेले मुद्रांक शुल्क : रु. 817700/-

1) देयकाचा प्रकार: DHC रकम: रु. 2000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0524272306148 दिनांक: 28/05/2024

विकेचे नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH002687520202425E दिनांक: 28/05/2024

विकेचे नाव व पत्ता:



DELIVERED

Valuation ID 202405289170

मूल्यांकनाचे वर्ष 2024
 जिल्हा मुंबई(उपनगर)
 मूल्य विभाग 124-मुलुंड (पू) - कुर्ला
 उप मूल्य विभाग भुभाग: रेल्वे लाईन व पूर्वे द्रुतगती मार्ग यामधील सर्व मिळकती.
 सर्व्हे नंबर/न. भू. क्रमांक : सि.टी.एस. नंबर#1265

वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.

खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	मोजमापनाचे एकक
67520	133330	153220	224800	139250	चौरस मीटर

बांधीव क्षेत्राची माहिती

बांधकाम क्षेत्र(Built Up)-	66.31चौरस मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-	बांधीव
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय-	0 TO 2वर्षे	बांधकामाचा दर -	Rs.30250/-
उद्ववाहन सुविधा-	आहे	मजला -	11th floor To 20th floor		

रस्ता सन्मुख -

Sale Type - First Sale

Sale/Resale of built up Property constructed after circular dt.02/01/2018

मजला निहाय घट/वाढ

= 110% apply to rate= Rs.146663/-

घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर

=(((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * घसा-यानुसार टक्केवारी)+ खुल्या जमिनीचा दर)

= (((146663-67520) * (100 / 100))+67520)

= Rs.146663/-

मुख्य मिळकतीचे मूल्य

= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र

= 146663 * 66.31

= Rs.9725223.53/-

बंदिस्त वाहन तळाचे क्षेत्र

13.94चौरस मीटर

बंदिस्त वाहन तळाचे मूल्य

= 13.94 * (133330 * 25/100)

= Rs.464655.05/-

Applicable Rules

= ,10,4,16

एकत्रित अंतिम मूल्य

= मुख्य मिळकतीचे मूल्य +तळघराचे मूल्य + मेझॅनाईन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य + वरील गर्चचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + बंदिस्त बाल्कनी + मॅकेनिकल वाहनतळ

= A+B+C+D+E+F+G+H+I+J

= 9725223.53 + 0 + 0 + 0 + 464655.05 + 0 + 0 + 0 + 0 + 0

=Rs.10189878.58/-

करल - ३

Home

Print



CHALLAN
MTR Form Number-6

करल - ३		
९९७५२	२	९००
२०२४		



GRN	MH002687520202425E	BARCODE		Date	28/05/2024-17:43:31	Form ID	25.2
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Department Inspector General Of Registration		Payer Details	
Stamp Duty	TAX ID / TAN (If Any)		
Type of Payment Registration Fee	PAN No.(If Applicable)		
Office Name KRL5_JT SUB REGISTRAR KURLA NO 5	Full Name	SWASTIK REALTORS	
Location MUMBAI	Flat/Block No.	FLAT NO 1202, 12TH FLOOR, B WING,	
Year 2024-2025 One Time	Premises/Building	SWASTIK DIVINE	

Account Head Details	Amount In Rs.	Road/Street	Area/Locality	Town/City/District	PIN
0030C45501 Stamp Duty	817700.00	NAVGHAR ROAD, MULUND EAST	MUMBAI		4 0 0 0 8 1
0030C63301 Registration Fee	30000.00				



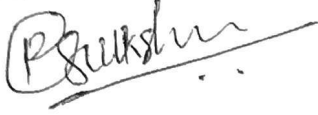
Remarks (If Any)		SecondPartyName=PRASAD CHANDRAKANT SULKSHANE AND PRAJAKTA CHANDRKANT KALKAR-	
Amount In	Eight Lakh Forty Seven Thousand Seven Hundred Rupe	Words	es Only
Total	8,47,700.00		

Payment Details STATE BANK OF INDIA		FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	00040572924052832008	CK00BLOQW9
Cheque/DD No.		Bank Date	RBI Date	28/05/2024-17:24:44	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 :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. Mobile No. : 0000000000
सदर चलन केवल दय्यम निवधक कार्यालयात नोदणी करावयाच्या दस्त्यासाठी लागू आहे. नोदणी न करावयाच्या दस्त्यासाठी सदर चलन लागू नाही.

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") is made at Mumbai this 28th day of May, 2024;

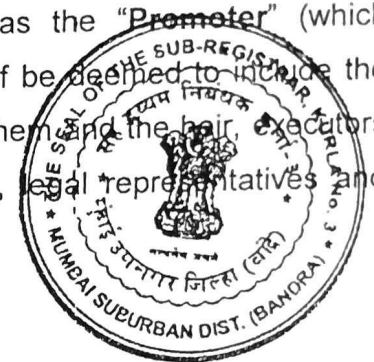


BETWEEN





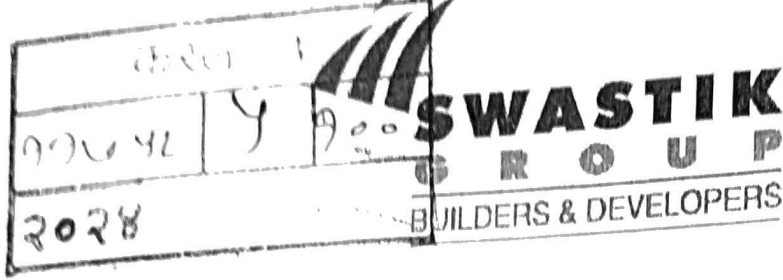
M/S.SWASTIK REALTORS, PAN NO. ABAFS2576A a partnership firm registered under the provisions of the Indian Partnership Act, 1932 and having its registered office at 312, Swastik Disa Corporate Park, Kohinoor Compound, LBS Marg, Ghatkopar West, Mumbai – 400 086 by the hands of its designated partner, **MR. ARVIND SHAH**, hereinafter referred to as the "Promoter" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include the partners for the time being from time to time, the survivors or survivor of them and the heir, executors and administrators of the last of such survivors or survivor of partners, legal representatives and permitted assigns) of the **ONE PART**;



AND

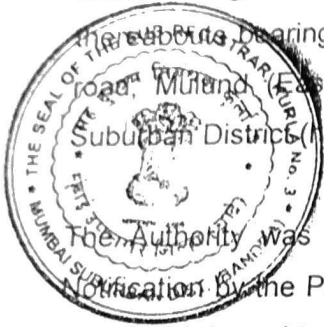
Mr. Prasad Chandrakant Sulikshane having (PAN: BXCPS2268G) and **Ms. Prajakta Chandrakant Kalkar (PAN: BZNP1653E)** adult, Indian Inhabitant, residing at Harsh Prasad, N 42/J -C -2/ 12/ 6, Raigad Chowk, Pawan Nagar, Nashik – 422 009, hereinafter referred to as the said "Purchaser/s / Allottee/s" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include in the case of (a) individuals, his/her/their respective heirs, executors, administrators, legal representatives and permitted assigns; (b) proprietorship concern, sole proprietor's heirs, executors, administrators, legal representatives and permitted assigns; (c) partnership firm, the partners for the time being from time to time, the survivors or survivor of them and the heir, executors and administrators of the last of such survivors or survivor of partners, legal representatives and permitted assigns; (d) HUF, the members or member for the time being of the said Joint Hindu Family and their respective heirs, executors, administrators and permitted assigns and (e) Company and/or LLP, its successors and permitted assigns) of the **OTHER PART**;

The Promoter and the Allottee are hereinafter for the sake of brevity individually referred to as "Party" and collectively and jointly referred to as the "Parties".



WHEREAS:-

- A. The Maharashtra Housing And Area Development Authority (hereinafter referred to as the "Authority") constituted under the Maharashtra Housing Area and Development Act, was possessed of or otherwise well and sufficiently entitled to all that piece or parcel of land admeasuring 2579.14 square meters plus tit bit area admeasuring 44.29 square meters or the site bearing C.T.S. No. 1265 (part) corresponding to Survey No. 78,80,82 at Navghar road, Mulund (East), Mumbai-400081 in the registration sub-district of Kurla and Mumbai Suburban District (hereinafter referred to as the "said Land");
- B. The Authority was duly constituted with effect from 5th December 1977 vide Government Notification by the Public Works and Housing Development bearing No. ARD/1077(1)/Desk-44 and the Maharashtra Housing Board ("Board"), stood dissolved by operation of Section 15 of the Maharashtra Housing Board Act, 1948 (hereinafter referred to as the "MHAD Act"). In terms of Clause 189 (a) and (b) of the MHAD Act, all the property, rights, liabilities and obligations of the Board including those arising under any agreement or contract became the property, rights, liabilities and obligations of the Authority;
- C. The Board/Authority constructed in the year 1980, 2 (two) Buildings each, having Ground + 4 (four) upper floors on the said Land and each Building having 20 tenements of approximately 600 square feet carpet area each, and allotted the tenements to the allottees on outright purchase basis (the buildings are all collectively referred to as the "Buildings").
- D. The said Land and the said Building are hereinafter collectively referred to as the said "Property";
- E. The allottees of the said Buildings who are owners of the said tenements formed themselves into a Co-operative Housing Society, by the name Divine Express Co-operative Housing Society Limited (hereinafter referred to as the said "Society") and registered the same under the provisions of the Maharashtra Co-operative Housing Societies Act, 1960 and bearing registration no. BOM/HSG/7747 dated 31st October 1981. The said Society presently has 40 (forty) members (the members of the Society are all collectively referred to as the "Existing Members" and individually referred to as the 'Existing Member');



Promoter	Purchaser/s



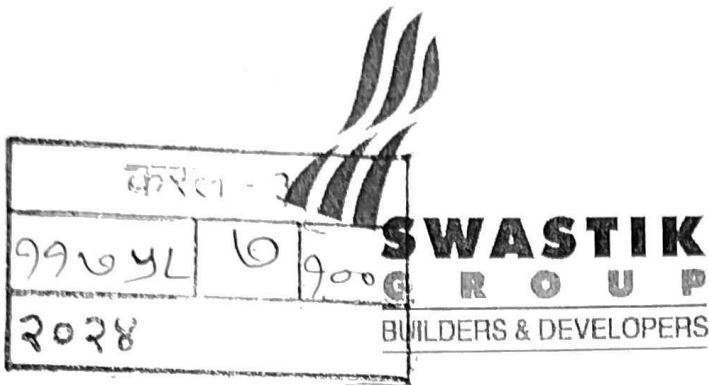
SWASTIK
G R O U P
BUILDERS & DEVELOPERS

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- F. By and under an Indenture of Lease dated 30th October 1993 and executed by and between Maharashtra Housing and Area Development Authority (as the Authority therein) and Divine Express Co-operative Housing Society Limited (as the Society therein) and registered with the office of the Sub-Registrar of Assurances at Kurla under Serial No. P-4914/93, the Authority demised by way of lease unto the Society, all that piece and parcel of land bearing C.T.S. No. 1070 (part) corresponding to City Survey No. 78, 80 and 82 admeasuring 2579.14 square meters or thereabouts situate, lying and being at Navghar Road, Mulur (East), Mumbai-400081 in the Registration Sub-District of Bandra and District of Bombay City [description rectified vide a Rectification Deed dated 23rd June 2014 bearing Registration No. 8612/2014 (detailed at clause H hereinbelow)] (hereinafter referred to as the "said Land"), for a period of 99 (Ninety Nine) years commencing from 1st November, 1980, at or for the yearly rent and subject to the terms and conditions contained therein (hereinafter referred to as the said "Indenture of Lease dated 30th October 1993");
- G. By and under a Deed of Sale dated 30th October 1993 and executed by and between Maharashtra Housing and Area Development Authority (as the Authority therein) and Divine Express Co-operative Housing Society Limited (as the Society therein) and registered with the office of the Sub-Registrar of Assurances at Kurla under Serial No. P-4914/93, the Authority conveyed, granted and assured unto the Society, by way of sale, the said Buildings, [description of said Land was rectified vide a Rectification Deed dated 23rd June 2014 bearing Registration No. 8613/2014 (detailed at clause I hereinbelow)], at for the consideration and in the manner contained therein (hereinafter referred to as the said "Deed of Sale dated 30th October 1993");;
- H. By and under a Rectification Deed dated 23rd June 2014 executed by and between Maharashtra Housing and Area Development Authority (as the Authority therein) and Divine Express Co-operative Housing Society Limited (as the Society therein) and registered with the Sub-Registrar of Assurances at Kurla under Serial No. 8612/2014, the C.T.S. No. 1070 (part) at page 2 in para no. 3 and at page 11 para no. 2 in schedule 1 of the aforementioned Indenture of Lease dated 30th October 1993 was substituted with the word 'C.T.S. No. 1265 (part)'. In view thereof, the said Indenture of Lease dated 30th October 1993 stood rectified and modified;
- I. By and under a Rectification Deed dated 23rd June 2014 executed by and between Maharashtra Housing and Area Development Authority (as the Authority therein) and Divine

Promoter	Purchaser/s



Express Co-operative Housing Society Limited (as the Society therein) and registered with the Sub-Registrar of Assurances at Kurla under Serial No. 8613/2014, the C.T.S. No. 1070 (part) at page 2 in para 4, at page no 4 in para no. 3 and at page 8 para no. 2 in schedule 1 of the aforementioned Deed of Sale dated 30th October 1993 was substituted with the word 'C.T.S. No. 1265 (part)'. In view thereof, the said Deed of Sale dated 30th October 1993 stood rectified and modified.

- J. The General Body of the Society in its Annual General Body Meeting held on 24th September 2017 resolved to go in for the redevelopment of the Society's property by demolishing the existing Buildings and constructing new Buildings on the said Land as the existing buildings were almost 40 years old and would repeatedly require considerable repairs to be carried out for residing in it for a few more years incurring burden of substantial expenses on all members, which the members were not willing to do;
- K. A Special General Body Meeting of the Society was held on 30th September 2018, wherein it was resolved that the Society should proceed with the redevelopment of the said Property as per the directions given in this regard by the State Government under section 79 A of the Maharashtra Cooperative Societies Act;
- L. A Special General Body Meeting of the Society was held on 4th April 2021, wherein it was unanimously resolved that M/s. Swastik Realtors viz. the Promoter would be appointed as the developer to redevelop the said Property;
- M. By and under a Development Agreement dated 12th August 2021 ("Development Agreement") executed by and between (a) Divine Express Co-operative Housing Society Limited (referred to as the Society therein) of the First Part, (b) M/s. Swastik Realtors (as the Developer therein and as the Promoter herein) of the Second Part and (c) Maharashtra Housing and Area Development Authority and 39 others (referred to as Existing Members therein) of the Third Part and registered with the office of the Sub-Registrar of Assurances under Serial No. KRL4-14696-2021, the Society granted to the Promoter herein, sole, full and exclusive development/re-development rights to carry out and complete the development/redevelopment in respect of said Property together with the adjoining tit bit land areas owned by the Authority, in pursuance to the Development Agreement, at or for the consideration and subject to the terms and conditions therein contained;

Promoter	Purchaser/s	
		



SWASTIK
GROUP
BUILDERS & DEVELOPERS

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- N. By and under a Power of Attorney dated 12th August 2021 and registered with the office of the Sub-Registrar of Assurances under Serial No KRL4-14697-2021 executed by Divine Express Co-operative Housing Society Limited nominated and appointed M/s. Swastik Realtors as their Constituted Attorneys to do the deeds, matters and things as described therein in respect of the said Property;
- O. In view of the foregoing, the Promoter came to be well and sufficiently entitled to develop the said Property in terms of the said Development Agreement and the said Power of Attorney;
- P. Thereafter, the Promoter got plans, specifications, elevations, sections and other details for redevelopment of the said Buildings and construction of a multi-storied building comprising of ground plus 2 podium and 20 upper floors to be known as "Swastik Divine" ("Building") on the said Land ("said Project") duly approved and sanctioned from the Authority. A copy of the duly sanctioned plans sanctioned on 21/02/2022 by the Authority is marked and annexed hereto as "Annexure A";
- Q. Offer Letter dated 18th August 2021, bearing Reference No. CO/MB/REE/NOC/F-1290/2009/2021 was issued by the Authority and addressed to the Society, whereby the Authority approved proposal of allotment of 37.04 square meters tit-bit land ("Tit-Bit Land") and allotted the permissible FSI in that regard subject to the terms and conditions contained therein. A copy of the aforesaid Letter is marked and annexed hereto as "Annexure B"; By virtue of the said Tit-Bit Land permitted to be developed by MHADA, the land area of the said Society comprises of the said Land together with the said Tit Bit Land. The said Land and the said Tit Bit Land for the sake of brevity are hereinafter referred to as "the said Land");
- R. Letter dated 1st December 2021 regarding redevelopment of the said Buildings belonging to the said Society bearing reference no. CO/MB/REE/NOC/F-1290/2930/2021 was issued by the Authority, whereby the Authority granted its no-objection for construction to be undertaken, as per the proposal of the Society subject to payment of premium and as per the terms and conditions contained therein. A copy of the aforesaid Letter is marked and annexed hereto as "Annexure C";
- S. Intimation of Approval (IOA) dated 21st February 2022 for proposed redevelopment of the said Buildings belonging to the said Society bearing reference no. MH/EE/BP Cell/GM/MHADA-

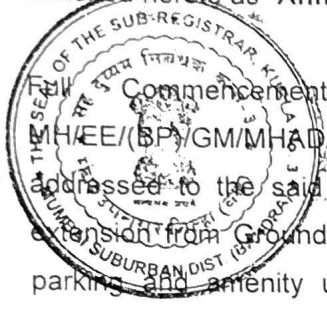
Promoter	Purchaser/s

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SWASTIK
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 BUILDERS & DEVELOPERS

23/1056/2022 was issued by the Authority, whereby the amended plans in respect of building or work proposed to be erected or executed on the said Land was approved under Section 45(1)(ii) of the Maharashtra Regional Town Planning Act, 1966 subject to the terms and conditions contained therein. A copy of the aforesaid Intimation of Approval is marked and annexed hereto as "Annexure D";



- T. Full Commencement Certificate dated 22/02/2024 bearing Reference No. MH/EE/(BP)/GM/MHADA-12/1056/2024/FCC/1/Amend has been issued by the Authority and addressed to the said Society, whereby development permission was granted for Further extension from Ground Floor for meter room and stilt for parking +2 level podium Floor for parking and amenity use + 1st to 20th residential floor for Two wings (i.e. for building comprising of Two wings designated as Wing 'A' and Wing 'B' (for residential use) commencement certificate under Section 44 and 69 of the Maharashtra Regional Town Planning Act, 1966 for redevelopment of the said Property subject to the terms and conditions therein contained. A copy of the aforesaid Full Commencement Certificate is marked and annexed hereto as "Annexure E";
- U. The Promoter has the sole and exclusive right to sell premises in the said Building to be constructed on the said Land and to enter into Agreement/s with the purchasers of the premises and to receive sale consideration in respect thereof;
- V. The Promoter has appointed **MR. ROHIT PARMAR** as **LIASONING ARCHITECT** and **MR. JAGDISH SHAH** as Structural Engineer for the preparation of the structural designs and drawings of the Building. The aforementioned Architect is registered with the Council of Architects;
- W. In accordance with the approvals, plans, designs and specifications sanctioned by the Authority and /or any other sanctioning authority from time to time, the Promoter is constructing/has constructed the Building on the said Land;
- X. The Promoter has entered/shall enter into separate agreements with several other prospective buyers/ persons/ purchaser/s and parties in respect of the sale of flats, units, and other premises in the said Building and other areas being the limited common areas and facilities for the exclusive use of the purchasers in the manner stated herein. All the units/flats/apartments

Promoter	Purchaser/s



SWASTIK
G R O U P
BUILDERS & DEVELOPERS

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will be sold and transferred only in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016 read with the rules framed thereunder (hereinafter collectively referred to as the "RERA") and this is a fundamental term of this Agreement.

The Promoter has registered the Building / Project under RERA with the Real Estate Regulatory Authority (hereinafter referred to as the "RERA Authority") and obtained Registration Certificate bearing No. P51800046801 ;

By and under a Facility Agreement dated 13/04/2022 ("said Facility Agreement"), executed by and between Tata Capital Housing Finance Limited therein referred to as the Lender of the One part and the Promoters herein, therein referred to as the Borrower of the Other part, the Promoters availed a financial facility from Tata Capital Housing Finance Limited of Rs. 40,00,00,000 (Rupees Forty Crore Only).

Pursuant to the said Facility Agreement, by and under a Mortgage Deed dated 13th April 2022 executed by M/s. Swastik Realtors (as the Mortgagor therein), M/s. Swastik Realtors (as the Borrower therein), (1) Hiren Dinesh Shah, (2) Arvind Chimanlal Shah, (3) Kamlesh Bhawarlal Vagrecha and (4) Sandeep Ganeshlal Jain (as the Co-Borrowers therein) in favour of Tata Capital Housing Finance Limited (as the Mortgagee or TCHFL therein) and registered with the office of the Sub-Registrar of Assurances at Kurla-5 under serial no. KRL5-7779-2022, the Mortgagor therein *inter alia* created a first and exclusive charge by way of simple mortgage in favour of the Mortgagee by way of security on the project "Swastik Divine" (Re-development of old building nos. 1 and 2 of Divine Express Co-operative Housing Society Limited) and Present and Future FSI accruing to the Developers ("FSI") being constructed on all that piece and parcel of leasehold land bearing Survey Nos. 78, 80 and 82 corresponding to CTS No. 1265 (part) admeasuring 2,579.14 square meters as per the aforementioned Lease Deed dated 30th October 1993 plus tit bit area of 44.29 square meters as per the aforementioned Development Agreement dated 12th August 2021 and 2,579 square meters as per the aforementioned Lease Deed dated 30th October 1993 plus 37.04 Sq Mtrs additional land plus 229.80 square meters RG Plot as per Offer Letter dated 18th August 2021 issued by MHADA, of Village Mulund (East), in the Registration Sub District of Kurla and Mumbai Suburban District situate, lying and being at Veer Savaarkar Road, Mulund (East), Mumbai 400 080 (hereinafter referred to as the "Project Land");

Promoter

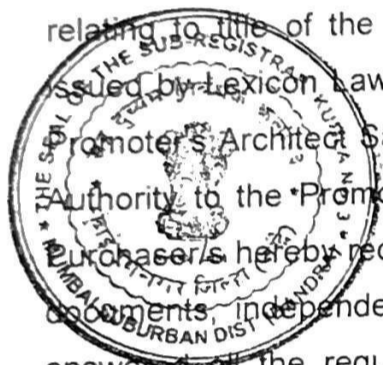
Purchaser/s

करल - ३		
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२०२४		



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BB. On demand of the Purchaser/s, the Promoter has given inspection to the Purchaser/s of all the documents including originals available with them that have been furnished to the RERA Authority for registration of the said Building / Project with the RERA Authority. In addition to the aforesaid documents, the Promoter has given inspection, to the Purchaser/s, of documents relating to title of the Promoter to the said Property, the Title Certificate dated 08/07/2022 issued by Lexicon Law Partners, approved plans, designs and specifications prepared by the Promoter's Architect Sai Sampada DBS, permissions, approvals, consents etc. granted by the Authority to the Promoter and of such other documents as are specified under RERA. The Purchaser/s hereby record/s and confirm/s that he/she/they has/have perused all the aforesaid documents, independently investigated the title of the Promoter and that the Promoter has answered all the requisitions raised by the Purchaser/s and the Purchaser/s is / are fully satisfied with the title of the Promoter in respect of the said Property and the Promoter's right to sell and allot various premises in the Building and has/have accepted the same. The Purchaser/s has/have also visited and inspected the site of construction of the Building on the said Property and is fully satisfied with the location thereof;



CC. The Purchaser/s have approached the Promoter for allotment of residential Flat No. 1202 or 12th floor in B wing of the Building being constructed on the said Land (the "said Premises"). The RERA carpet area of the said Premises is 60.29 square meters. The expression "RERA carpet area" (carpet area as defined under the Act means the net usable floor area of the said Premises, excluding the area covered by the external walls, areas under services shafts exclusive balcony appurtenant to the net usable floor area of the said Premises meant for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the net usable floor area of the said Premises meant for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the said Premises);

DD. The authenticated copies of (i) the registration certificate duly issued by the RERA Authority in respect of the Building under the RERA, marked as "Annexure F", (ii) the Title Certificate dated 08/07/2022 issued by Lexicon Law Partners, marked as "Annexure G" (iii) the Property Register Card in respect of the said Land, marked as "Annexure H" (iv) the permissions and approvals as referred to hereinabove (collectively) and (v) the floor plan in respect of the said Premises agreed to be purchased by the Purchaser/s have been annexed hereto and marked "Annexures I";

Promoter	Purchaser/s



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EE. Under Section 13 of the RERA the Promoter is required to execute a written Agreement for sale of the Premises with the Purchaser/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908 and the Purchaser/s has/have agreed to enter into this Agreement with full knowledge of all the terms and conditions contained in the documents, papers, plans, orders, schemes, etc.;

FF. The Parties relying on the confirmations, representations and assurances of each other to abide by all the terms, conditions and stipulations contained, as mutually agreed upon by and between the Parties, in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

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

1. It is agreed between the Parties that the aforesaid recitals shall form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and shall be interpreted, construed and read accordingly.

2. **DEVELOPMENT AND CONSTRUCTION:**

2.1 The Promoter has constructed / is constructing the Building being "Swastik Divine" consisting of ground plus 2 podium and 20 upper floors on the said Land in accordance with the plans, designs, specifications approved by the Authority and/or any other competent authority from time to time and which have been inspected by the Purchaser/s.

2.2 The Purchaser/s is/are aware that the plans in respect of the said Building have been sanctioned by the competent authority for ground plus 2 podium and 20 upper floors as per "Annexure A". The Promoter has received Full Commencement Certificate in respect of the said Building.

3. **TRANSACTION**

3.1. The Total Consideration is **Rs.1,36,28,242/- (Rupees One Crore Thirty Six Lakhs Twenty Eight Thousand Two Hundred Forty Two Only)** plus applicable Goods and Service Tax ("GST").

Promoter	Purchaser/s

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3.2. The Purchaser/s has / have paid to the Promoter a sum of Rs.69,49,125/- (Rupees Sixty Nine Lakhs Forty Nine Thousand One Hundred Twenty Five Only) subject to deduction of tax on or before the execution of this Agreement and agrees to pay the balance sum of Rs.66,79,117/- Rupees Sixty Six Lakhs Seventy Nine Thousand One Hundred Seventeen Only plus the applicable Goods and Service Tax ("GST") (and other taxes in the manner stated in the payment schedule annexed as "Annexure



Incidental to the Purchaser/s' ownership rights to the said Premises, the Purchaser/s shall be entitled to exclusively use 1 (ONE) number/s of car parking space/s constructed in the still/podium/basement of the said of the said Building ("Car Parking Space"). The exact location and dimension of the Car Parking Space will be finalized by the Promoter only upon completion of the Real Estate Project in all respects. The Parking Space shall be for the Purchaser/s and Purchaser/s' visitors. The Purchaser is aware that just as the Parking Space will be for his exclusive use, similar exclusive usage rights of the respective parking spaces to other allottees of premises shall be granted by the Promoter and that the same shall be binding on the Purchaser, his nominees and assigns. The details of the allotment of the Parking Space will be handed over to the said Society. The Purchaser shall cause the said Society to ratify the parking allocation in favor of the Purchaser and further that the Purchaser shall not cause the said Society to change the allocation of parking spaces of other allottees.

4. CONSIDERATION:

4.1. The Purchaser/s agree/s to purchase from the Promoter and the Promoter agrees to sell to the Purchaser/s residential Flat No. 1202 admeasuring 60.29 square meters RERA carpet area on the 12th floor of Wing B in the Building known as "Swastik Divine" being / constructed on the said Land ("said Premises") and shown in hatched lines on the floor plan annexed hereto and marked "Annexure I" more particularly described in the Schedule hereunder written for the consideration of Rs.1,36,28,242/- (Rupees One Crore Thirty Six Lakhs Twenty Eight Thousand Two Hundred Forty Two Only) including Rs. Nil being the proportionate price of the common areas and facilities appurtenant to the said Premises which are more particularly described in the Third Schedule hereunder written (hereinafter referred to as "Common Areas and

Promoter	Purchaser/s
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Facilities") subject to applicable tax deducted at source under the Income Tax Act, 1961 ("Consideration").

4.2. The Consideration excludes taxes (consisting of taxes paid or payable by the Promoter by way of GST, levies and cesses or any other similar taxes levied in connection with the construction of and implementation of the Project) and/or all other direct/indirect taxes applicable or which are and/or may become applicable pertaining or relating to the said Premises in any manner whatsoever and/or on the transaction as contemplated herein and/or the consideration payable hereunder, including but not limited to GST, Swachh Bharat Cess, Krishi Kalyan Cess, land under construction tax, LBT, surcharge, increase in development charges, land under construction charges, costs or levies imposed by the Authority and/or any other competent authorities etc., and/or all other direct / indirect taxes / duties, impositions applicable, levied by the Central and/or State Government and/or any local, public or statutory authorities / bodies and/or any other new taxes, any interest, penalty, levies and cesses and also all increases therein from time to time (collectively "Statutory Charges") under the provisions of the applicable law or any amendments thereto. The Statutory Charges shall be paid by the Purchaser/s on demand made by the Promoter within 7 (seven) working days from such demand, and the Purchaser/s shall indemnify and keep indemnified the Promoter from and against any costs, liabilities, penalties and interests etc. that may be levied with regard to the same. It is only upon payment of all amounts as contemplated in this Agreement, that the transfer of the said Premises in favour of the Purchaser/s will take place.

4.3. The Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges, taxes, levies or cesses payable to the Authority or any other competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, Local Bodies/Government from time to time. These charges shall be paid by the Purchaser/s on demand made by the Promoter within 7 (seven) working days from such demand, and the Purchaser/s shall indemnify and keep indemnified the Promoters from and against the same. The Promoter undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the Authority or any competent authorities etc., the Promoter shall enclose the said

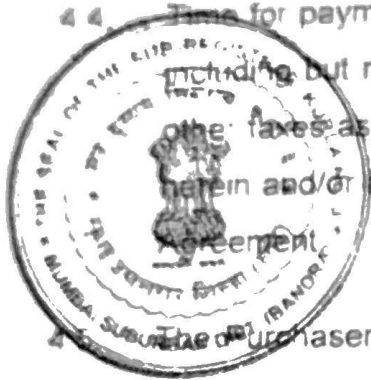
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notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable to subsequent payments



4.4 Time for payment of all the amounts in relation to the transaction contemplated herein including but not limited to the instalments of Consideration, Statutory Charges and all other taxes as may be applicable and/or any other amount payable by the Purchaser/s in and/or performance of the obligations by the Purchaser/s, is the essence of this Agreement.

The Purchaser/s authorize/s the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her /the name/s as the Promoter may in its sole discretion deem fit and the Purchaser/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner howsoever.

4.6 The amounts payable by the Purchaser/s to the Promoter including the payments mentioned in "Annexure J" shall be made by the Purchaser/s within 7 (seven) days of notice in writing by the Promoter (hereinafter referred to as "Promoter's Intimation"). An intimation forwarded by the Promoter to the Purchaser/s that a particular stage of construction has commenced or been completed shall be sufficient proof that a particular stage of construction has been commenced or completed. However, it is agreed that failure to receive notice from the Promoter, requiring such payment shall not be a plea or an excuse for non-payment of any amount or amounts unless and otherwise agreed upon by the promoter.

4.7 If the Purchaser/s delays/ fail/s or is / are otherwise unable to pay any of the amounts payable under this Agreement on the respective due date/s, the Promoter shall be entitled to, without prejudice to the Promoter's other rights and entitlements, receive and recover from the Purchaser/s and the Purchaser/s shall pay to the Promoter the defaulted/delayed amount together with interest thereon as applicable under the RERA in addition to the Purchaser/s' liability to pay interest as mentioned hereinabove the Purchaser/s shall also be liable to pay and reimburse to the Promoter, all the costs charges and expenses whatsoever, which are borne, paid or incurred by the Promoter including but not limited to in consequence to any legal proceedings that may be

Promoter	Purchaser/s
	



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instituted by the authorities concerned against the Promoter of vicarious for the purpose of enforcing payment of and recovering from the Purchaser/s any amount or dues whatsoever payable by the Purchaser/s under this Agreement and the Purchaser/s hereby indemnifies the Promoter regarding such expenses.

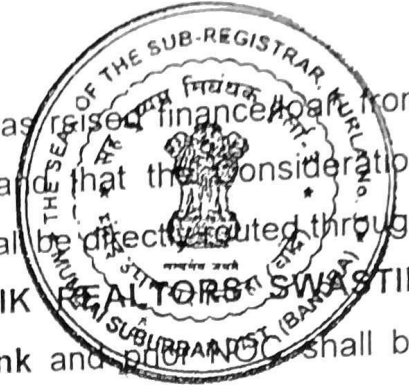
- 4.8 Without prejudice to the other rights of the Promoter hereunder, the Promoter shall in respect of any amounts remaining unpaid by the Purchaser/s under this Agreement, have a first charge / lien on the said Premises. It is hereby clarified that for the purposes of this Agreement, the date of actual payment shall mean the date of credit of the amount in the Collection Account (defined herein below) and/or the Statutory Charges Collection Account (defined herein below), as the case may be. All the rights and/or remedies of the Promoter against the Purchaser/s are cumulative and without prejudice to one another.
- 4.9. The Consideration shall be subject to deduction of tax at applicable rate ("TDS") as per the Income Tax Act, 1961 (if applicable) and the Purchaser/s shall make payment of each installment as stated in "Annexure J" subject to proportionate deduction of TDS thereon and shall accordingly forthwith pay the TDS amount into the requisite Government Income Tax account. The Purchaser/s agree/s and undertake/s to furnish to the Promoter a tax deduction certificate in this regard within 30 (thirty) days from the date of deduction of TDS. In the event the Purchaser/s fail/s to deduct tax or deposit the same in the requisite Government Income Tax account, the Purchaser/s shall be solely liable and responsible in respect thereof, with no liability to the Promoter.
- 4.10. It is expressly agreed that any deduction of an amount made by the Purchaser/s on account of TDS shall be acknowledged/ credited by the Promoter, only upon the Purchaser/s submitting in a timely manner to the Promoter the original TDS certificate for the amount so deducted and the said TDS certificate is matching with the information as available on Income Tax Department website for this purpose. Provided further that, at the time of handing over the possession of the said Premises, if any such challan / certificate is not produced, the Purchaser/s shall pay equivalent amount as interest free deposit with the Promoter, which deposit shall be refunded by the Promoter upon the Purchaser/s producing such challan/ certificate within 2 (two) months of possession of the said Premises. Provided further that in case the Purchaser/s fail to produce such

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4.14. The Purchaser/s agrees and confirms that the Promoter has raised finance from Tata Capital and Housing Finance Limited (TCHFL) and that the consideration received in respect of the purchase of the said Premises shall be directly routed through the Escrow Account No. 57500001010443 – “SWASTIK DIVINE MASTER ESCROW ACCOUNT” with HDFC Bank and shall be obtained from TCHFL before executing the sale agreement. Any payments made in any other bank account/s other than mentioned hereinabove shall not be treated as payment towards purchase of the said Premises and shall be construed as a breach on the part of the Purchaser/s of the terms and conditions of this Agreement, and the Purchaser/s shall forthwith be required to make the necessary payment to the aforesaid account. Notwithstanding the above, the Purchaser's obligation to make the payment of the installments and other charges, taxes and any dues under this Agreement in accordance with the provisions of this Agreement is absolute and unconditional. Till the time the entire Consideration and the other amounts due and payable by the Purchaser/s to the Promoter is paid, the rights of TCHFL shall be subservient to the rights of the Promoter.

OBLIGATIONS OF PROMOTER:

5.1 It is agreed between the Promoter and the Purchaser/s, that the Promoter shall develop the said Property in terms of the plans and specifications sanctioned from time to time in accordance with the provisions of law and shall, in accordance with the applicable law and as provided in RERA or any other statutory enactment as may be applicable, be entitled from time to time and at all times to make necessary amendments or changes or substitution or modification of the plan/ s sanctioned by the Authority and / or any other sanctioning authority in respect of the said Property to utilize F.S.I., fungible FSI, Transferable Development Rights (TDR) and all the development potential in respect thereof and for that purpose to amend the plans and submit revised proposals as permissible under the applicable law and in accordance with RERA.

5.2 The Promoter shall (unless there is a force majeure) abide by the time schedule for completing the project and hand over the Premises to the Purchaser/s after receiving the Occupancy / Occupation Certificate or part thereof. The Purchaser/s shall make

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Purchaser/s

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timely payments of the instalment and other dues payable by him/her/them and meet the other obligations under the Agreement.

5.3 The Promoter hereby declares that the proposed Floor Space Index available as date in respect of the Property is 12530.90 square meters. The Promoter hereby reserves their absolute and exclusive right to acquire Certificate/s of Development Rights in respect of the said Property and make additional construction on the said Property and/or the said Building by utilising such development rights. The Promoter shall have an irrevocable right and the Purchaser/s hereby expressly consent and confirm that the Promoter will always be entitled to exclusively consume, appropriate and utilize, as may be permissible, the whole or part of the FSI, fungible FSI and/or TDR including all development potential, benefits, yields and advantages etc. as may be presently available or which may become available in future (for any reason including account of change in regulations / law etc.) on the said Property or any part thereof or any other property or properties or any adjoining property or properties or any other bit lands adjoining the said Property, or in the said Building or by adding further phases of construction to be carried out on the said Property. The residue or remaining FSI on the said Property which has not been consumed and/or additional FSI that may be granted including any additional FSI on account of set-back reservation or otherwise and / or TDR that may be available shall always be the property of the Promoter alone and the Promoter alone shall always be entitled to consume, appropriate and utilize the same in the development of the said Property in accordance with the applicable law and in the manner permissible and as it may deem fit. In the event any law, for the time being in force, requires the Promoter to obtain consent of the Purchaser/s and/or other purchasers in the said Building, then the Purchaser/s shall not unreasonably withhold such consent and shall not claim any amount, consideration, compensation etc. and shall fully co-operate and assist the Promoter in respect thereof.



5.4 The Promoter will provide the fixtures, fittings and amenities in the Building and the Premises as set out in "Annexure K" annexed hereto and the Purchaser/s is/are satisfied with the fittings and fixtures and amenities mentioned therein.



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NOTICES:

That all notices to be served on the Purchaser/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Postage and Payment at their respective addresses specified below:

Name of Purchaser/s : Mr. Prasad Chandrakant Sulkshane,
 Ms. Prajakta Chandrkant Kalkar
 Address : Harsh Prasad, N 42/J -C -2/ 12/ 6, Raigad Chowk,
 Pawan Nagar, Nashik - 422009
 Notified Email ID : sulprasad@gmail.com
 Promoter's Name : M/s. Swastik Realtors
 Address : 312, Swastik Disa Corporate Park,
 LBS Marg, Ghatkopar West
 Mumbai - 400 086
 Notified Email ID : swastikgroup123@gmail.com

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

A notice shall be deemed to have been served as follows:

- (i) if personally delivered, at the time of delivery.
- (ii) if sent by courier, Registered (Post) A.D. or by Fax, E-mail at the time of delivery thereof to the person receiving the same.

JOINT PURCHASERS:

If there is more than one purchaser named in this Agreement, all obligations hereunder of such Purchaser/s shall be joint and several and all communications shall be sent by the Promoter to the Purchaser/s whose name appear first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser/s.;

Promoter	Purchaser/s



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The First Schedule Above Referred To:
(said Land together with the Tit Bit land)

All that piece or parcel of land admeasuring 2579.14 square meters plus tit bit area admeasuring 44.29 square meters or thereabouts bearing C.T.S. No. 1265 (part) corresponding to Survey No. 78,80,82 at Navghar road, Mulund (East), Mumbai-400081 in the registration sub-district of Kurla and Mumbai Suburban District.

The Second Schedule Above Referred To:
(Description of the Premises)

Residential Premises being Apartment / Flat No. 1202 admeasuring 60.29 square meters RERA carpet area on 12th floor in Wing B along with the right to park 1 (one) car in the car parking the Building known as "**Swastik Divine**" to be constructed on all that piece and parcel of land bearing C.T.S. No. 1265 (part) corresponding to Survey No. 78,80,82 at Navghar road, Mulund (East), Mumbai-400081 in the registration sub-district of Kurla and Mumbai Suburban District.



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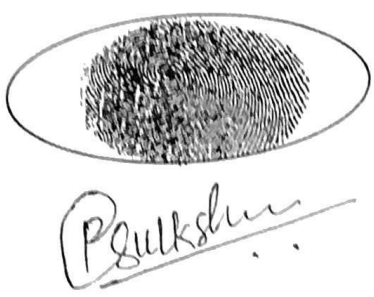
IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day, month and year first hereinabove written.

SIGNED AND DELIVERED)
 by the within named the "Promoter")
 M/s. SWASTIK REALTORS)
 PAN : ABAFS2576A)
 by its designated partner)
 MR. ARVIND SHAH)

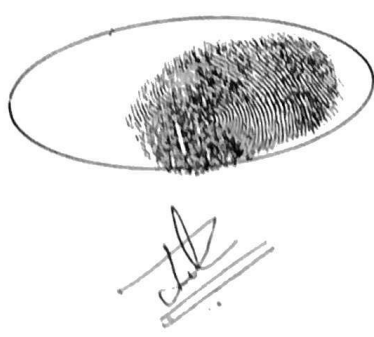


in the presence of ...)
 1. Manil Potadia Manil)
 2. Rohan Gaikwad Rohan)

SIGNED AND DELIVERED)
 by the within named)
 the "Purchaser/s")
 MR. PRASAD CHANDRAKANT)
 SULKSHANE)



MS. PRAJAKTA CHANDRKANT)
 KALKAR)



in the presence of ...)
 1. Manil)
 2. Rohan)



Promoter	Purchaser/s
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मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ
(म्हाडाचा घटक)

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MHADA

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No.CO/MB/REF/NOG/F-1290/2009 /2021
Date: 18 AUG 2021
OFFER LETTER

To,
The Secretary,
DEVINE EXPRESS CHSL.,
Building No. 1 & 2,
Navghar, Mulund (E),
Mumbai - 400 081.

Sub: Proposed redevelopment of existing Building No. 1 & 2, known as **DEVINE EXPRESS CHSL.**, bearing CTS No. 1265 (pt), S. No. 82 at village-Navghar, Mulund (E), Mumbai - 400 081 under DCPR.

Ref: 1. Society's Proposal dated 28.07.2021.
2. Hon'ble V.P./A's approval dtd.17.08.2021.



With reference of to above cited letter you have submitted subject proposal for utilization of additional BUA under DCPR-2034, Clause 33(5) & proposal is approved By Competent authority for allotment of **6,586.14m²** residential use) [i.e. 4,457.94 m² in the form of additional BUA + 1,380.00 m² Pro-rata BUA + 748.20 m² 10 % Hon. VP/A Quota].

The above allotment is on sub-divided plot as per demarcation admeasuring about **2,616.18 m²** [(i.e. 2,579.14 m² as per Lease Area + 37.0 additional land+ 229.80 m² R.G Plot (without FSI).] The total built up area shall be permitted up to existing BUA 2,701.20 m² + **6,586.14m²** (for residential [i.e. 4,457.94 m² in the form of additional BUA + 1,380.00 m² Pro-rata BUA + 748.20 m² 10 % Hon. VP/A Quota] thus total BUA = **9,287.34 m²** only.

MHADA's A.R. no.6260 dt. 04.06.2007, AR 6615 dt. 06.08.2013, AR 6 dt.25.11.2008, AR No.6383 dt. 24.02.2009, AR No. 6397 dt. 05.05.2009, AR 6422 dt.07.08.2009, A.R. no 6749 dtd.11.07.2017 & Hon. VP/A circular no.714 dtd. 15.07.2020 are applicable in the instant case.

It is to inform you that Hon'ble V.P./A has considered your request allowing to make payment of premium in Four installments as per Authority resolution No. 6749, dated 11.07.2017 as mentioned below:

गृहनिर्माण भवन, कलानगर, बांद्रा (पू), मुंबई ४०० ०५९.
दूरध्वनी ६६४० ५०००, २६५९२८७७, २६५९२८८९
फॅक्स नं. ०२२-२६५९२०५८ / पत्रपेटी क्र. ८९३५

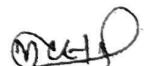
Griha Nirman Bhavan, Kalanagar, Bandra (East), Mumbai
Phone : 66405000, 26592877, 26592881.
Fax No. : 022-26592058 / Post Box No. 8135
Website : mhada.maharashtra.gov.in

- 48) The Society shall bear relocation charges of RG as per MHADA policy.
- 49) Society has to ensure that Contractors / Sub-Contractors appointed by the society or Developer of the Society, who are in charge of construction work; shall be registered with MBOCWW Board & are required to fulfill the obligations as contemplated in Building and other construction workers (Regulation of Employment and condition of Service) Act, 1996. And further these Contractors / Sub-Contractors are required to fulfill all the conditions stipulated in the above Act, for the benefits of ~~work~~ ~~workers~~ ~~and~~ ~~others~~ ~~concerned~~ ~~therein~~.
- 50) Your society will have to submit an undertaking on stamp paper of Rs.250/- for agreeing all the terms and conditions mentioned as above, then only NOC will be issued to the subjective proposal.
- 51) MHADA reserves its right to withdraw, change, alter, amend their offer letter and conditions mentioned therein in future at any point of time without giving any reason to do so.

An amount of First instalment of [Rs. 5,29,82,698/ Premium amount + Rs.40,56,836/- (Other Charges)] = Rs. 5,70,39,534/- (In words - Rs Five Crore Seventy Lakh Thirty Nine Thousand Five Hundred & Thirty Four Only) to be paid in the office of the Assistant Accounts Officer/ Mumbai District, 2nd floor, Griha Nirman Bhavan, Bandra (E), Mumbai - 400051 by Demand Draft/ Pay Order **within SIX months** from the date of issue of this letter and produce certified Xerox copy of the receipt in this office.

On receipt of the same the NOC for IOD/IOA purpose will be processed & NOC for Commencement Certificate will be processed as per payment of premium & Other Charges paid to MHADA as per Table -3, under certain terms and condition, which may please, be noted.

(Draft approved by CO/MB)


(Prakash Sanap)
Resident Executive Engineer
Mumbai Board

Copy to The Executive Engineer (East), Building Permission Cell, Greater Mumbai, MHADA, Bandra (E), Mumbai 400 051 for information.

Copy to Architect: M/s. Saisampada DBS, 1002, Head Quarter Building, Opp. Collector Office, Near Chetana College, Bandra (East), Mumbai - 400 051 for information.

ANNEXURE - C

मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ

(म्हाडाचा घटक)

MUMBAI HOUSING AND
REDEVELOPMENT BOARDम्हाडा
MHADA

(A MHADA UNIT)		
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No.CO/MB/REE/NOC/F-1290/2930/2021
Date:- 01 DEC 2021

To,
The Executive Engineer, (Eastern Suburb),
Building Permission Cell,
Greater Mumbai, MHADA,
Bandra (E), Mumbai 400 051.

Sub : N. O. C. for proposed redevelopment of existing Building 1 & 2, known as **DIVINE EXPRESS** CHSL., bearing CTS No. 1265 (pt), S. No. 82/2(pt.) at village-Navghar, Mulund (E) Mumbai - 400 081 under DCPR 2034.
--- **NOC for 1, 2, 3 & 4th installment.**

Ref : 1. Mumbai Board's Offer Letter No.CO/MB/REE/NOC/1290/2009/2021, dated 18.08.2021.
2. Society's letter dated 16.09.2021.



The applicant has complied requisites for obtaining No Objection Certificate (NOC) for allotment of additional buildable area & pro-rata BUA for redevelopment of their building under subject. There is no objection from this office for undertaking construction as per the proposal of the said society under certain terms and conditions.

Allotment of additional BUA approved and allotted by this NOC is as under

- The above allotment is on sub-divided plot as per demarcation admeasuring about **2,616.18 m²** [(i.e. 2,579.14 m² as per Lease Area + 36.04 m² additional land+ 229.80 m² R.G Plot (without FSI).] The total built up area should be permitted up to existing BUA 2,701.20 m² + **6,586.14 m²** (for residential use) [i.e. 4,457.94 m² in the form of additional BUA + 1,388.20 m² Pro-rata BUA + 748.20 m² 10 % Hon. VP/A Quota] thus total BUA **9,287.34 m²** only
- Allotment of total BUA of **9,287.34 m²** (for residential) is permitted for residential purpose only.
- Since the Society has paid Full payment (First to Fourth installment) i.e. 100% amount of premium towards additional built up area of **6,586.14 m²** (for residential use) as per A.R. Resolution 6749, Dt. 11.07.2017, Commencement certificate shall be issued for **9,287.34 m²** [i.e. **6,586.14 m²** (for residential use) permitted through this NOC. (Proportionate to the payment (First to Fourth installment) paid by the Society as per Offer Letter under reference no. 1) and **2,701.20 m²** Existing Built up area].

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- It is therefore, directed that the said Relocation of ~~the~~ ~~lot~~ ~~be~~ ~~allotted~~ ~~strictly~~ adhering to the terms and conditions mentioned as above. In case of any breach to above condition the allotment will stand cancelled.
1. This allotment is subject to payment of Stamp duty if / as and when may be imposed by the Govt. of Maharashtra (Under the relevance provisions of Maharashtra Stamp Duty Act. The allottee will have to submit an Undertaking to this effect on Stamp paper worth Rs.100/-)
 2. MCGM has incurred expenditure for on site infrastructure prior to modification in DCR 33 (5) and after modification in DCR 33 (5). The Pro-rata premium shall be payable by the society as and when competent authority communicates to you.
 63. The Pro-rata premium for approval of revised layout under DCR 33 (5) with 3.0 FSI shall also be payable by society as and when communicated to you.
 64. Society has to ensure that Contractors / Sub-Contractors appointed by the society or Developer of the Society, who are in charge of construction work; shall be registered with MBOCWW Board & are required to fulfill the obligations as contemplated in Building and other construction workers (Regulation of Employment and condition of service) Act,1996. And further these Contractors / Sub-Contractors are required to fulfill all the conditions stipulated in the above Act, for the benefits of workers.
 65. All the other terms and conditions mentioned in the Offer letters u/r no.1 shall remain same and will be binding on society.
 66. MHADA reserve it's right to withdraw, change, alter, amend their offer letter and conditions mentioned therein in future at any point of time without giving any reason to do so.

It is, therefore, directed that the proposed work should be carried out strictly adhering to the terms and conditions as mentioned above. In case of any breach to above terms and condition, the NOC will stand cancelled.

approved by CO/MB)

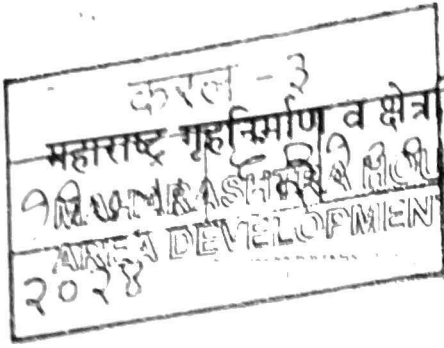
• Proposed Plan.



(Prakash Sanap)
Resident Executive Engineer
Mumbai Board



म्हाडा
MHADA



महाराष्ट्र गृहनिर्माण व क्षेत्र विकास प्राधिकरण
MAHARASHTRA HOUSING AND
AREA DEVELOPMENT AUTHORITY

स्वातंत्र्याचा अपूर्व महोत्सव

Building Permission Cell, Greater Mumbai / MHADA

(A designated Planning Authority for MHADA layouts constituted as per government reg. no. TPB/4315/167/CR-51/2015/UD-11 dt.23 May, 2018.)

INTIMATION OF APPROVAL (IOA)

No.MH/EE/BP Cell/GM/MHADA-12/ 1056 /2022

Dated:- **21 FEB 2022**

To,

M/s Swastik Realtors,

C.A.19, Divine Express Co.op.Hsg.Soc.Ltd.

312, Swastik Disha Corporate Park, L.B.S.Marg,

Chhatkopar (West), Mumbai-400086.

Sub:- Proposed redevelopment of the existing building no.1&2, Known as Divine Express CHS Ltd. bearing C.T.S. No.1265 (Pt.), S. No.82/2 (Pt.) at Village- Navghar, Mulund (East), Mumbai- 400081.

Ref: - Application of Architect's inward no.ET-1793 Dated. 30-12-2021

Dear Applicant,

With reference to your Notice U/S 45 (1) (ii) of MRTP Act 1966 submitted by letter No.ET-1793 Dated.30-12-2021 and the plans, Sections Specifications and Description and further particulars and details of your **Proposed redevelopment of the existing building no.1&2, Known as Divine Express CHS Ltd. bearing C.T.S. No.1265 (Pt. No.82/2 (Pt.) at Village- Navghar, Mulund (East), Mumbai- 400081.** furnished to my office, vide representation dated 30-12-2021, I have to inform you that I may approve the amended plans for building or work proposed to be erected or executed, and I therefore hereby formally intimate to you U/S 45 (1) (ii) of the MRTP Act 1966 as amended upto my approval by reasons thereof subject to fulfilment of conditions mentioned as under:-

A: CONDITIONS TO BE COMPILED WITH BEFORE STARTING THE WORK.

1. That the commencement certificate U/s-44/69(1) of MRTP Act shall be obtained.

(Handwritten signature)

करल - ३

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12. That Site Supervisor certificate for quality of work and completion of the work shall be submitted in prescribed format.
13. That the provision of Rain water harvesting as per design prepared by approved consultant in the field shall be made to the satisfaction of concerned authority
14. That the Vermiculture bins for disposal of wet waste as per the design and specification of Organization/Individuals specialized in this field, as per the list furnished by solid waste management dept. of MCGM shall be provided to the satisfaction of Municipal Commissioner.
15. That the certificate from Lift Inspector regarding satisfactory installation and operation of lift will be submitted.
16. That the dry and wet garbage shall be separated and the wet garbage generated in the building shall be treated separately on the same plot by the residents/ occupants of the building in the jurisdiction of MCGM. The necessary condition in sale agreement to that effect shall be incorporated by Developer/Owner.
17. That the Recreational ground shall be kept open to all public of the layout with the separate gate for access and accordingly, display board shall be fixed.

This IOA valid upto


(Anil N. Rathod)

Executive Engineer B.P. Cell (ES)
Greater Mumbai/ MHADA.

करल - ३		
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ANNEXURE - E



Building Permission Cell, Greater Mumbai / MHADA

(A designated Planning for MHADA layouts constituted as per government regulation No.TPB4315/167/51/2015/UD-11 DT. 23 May, 2018.)

FURTHER COMMENCEMENT CERTIFICATE

No. MH/EE/(BP)/GM/MHADA-12/1056/2024/FCC/1/Amend

Date : 22 February, 2024

To

M/s Swastik Realtors C.A.to
Divine Express CHSL.



Opp. Westk Balsa corporate park,
Opp. Shevas Cinema, LBS Marg,
Shatkopar (W), Mumbai-75

Sub: Proposed redevelopment of the Bldg.no.1 & 2, Known as Divine Express CHSL, bearing C.T.S. No.1265 (Pt.) , S.no.82/2(pt) of Village-Navghar, at Navghar MHADA Layout, (East), Mumbai- 400081.

With reference to your application dated 05 May, 2022 for development permission and grant of Commencement Certificate under section 44 & 69 of Maharashtra Regional Town Planning Act, 1966 to development and building permission under section 45 of Maharashtra Regional and Town Planning Act, Proposed redevelopment of the Bldg.no.1 & 2, Known as Divine Express CHSL, bearing C.T.S. No.1265 (Pt.) , S.no.82/2(pt) of Village-Navghar, at Navghar MHADA Layout, Mulund (East), Mumbai- 400081.

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 the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted 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 issue.
4. This permission does not entitle you to develop land which does not vest in you or in contravention of 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 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,
 - 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, misrepresentation and the appellant and every person deriving title through or under him in any manner.

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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

- This CC shall be re-endorsed after obtaining IOA for work beyond plinth.
- 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. Prashant Dhatrik, 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. 14 June, 2024

Issue On : 15 June, 2022

Valid Upto : 14 June, 2023

Application No. : MH/EE/(BP)/GM/MHADA-12/1056/2022/CC/1/New

Remark :

This C.C. has granted upto Plinth i.e. height upto 0.30 mtr. AGL as per approved IOA plan dated 21.02.2022

Issue On : 18 January, 2023

Valid Upto : 14 June, 2023

Application No. : MH/EE/(BP)/GM/MHADA-12/1056/2023/FCC/1/New

Remark :

This C.C. is granted for Further extension from Ground Floor for meter room and still for parking +2 level podium Floor for parking and amenity use + 1st to 18th upper residential floor for Two wings (i.e. for building comprising of Two wings designated as Wing 'A' consist of Still floor (pt), Ground floor (pt) + 2 level Podium floors + 1st to 18th floor (for residential use) & Wing 'B' consist of Still floor (pt), ground floor (pt) + 2 level Podium floors + 1st to 18th floor (for residential use) having total height 64.05 mt. AGL for each wing as per last approved Amended plans issued by MHADA on dt. 21 Feb. 2022 vide u/no. MH/EE/B.P. Cell/GM/MHADA-12/1056/2022).

Issue On : 22 February, 2024

Valid Upto : 14 June, 2024

Application No. : MH/EE/(BP)/GM/MHADA-12/1056/2024/FCC/1/Amend

Remark :

Now, this C.C. is granted for vertical extension from 19th floor to 20th upper Residential Floor with total building ht. 69.95mt. from AGL+LMR+OHT for both the Wings as per last approved Amended plans issued by MHADA on dt. 21.02.2022 vide u/no. MH/EE/B. P. Cell/GM/MHADA-12/1056/2022.

Note:- That the Guidelines issued by Chief Engineer(D.P.) BMC dt.15/09/2023 & Hon'ble Municipal commissioner (BMC) dt.25/10/2023 shall be strictly followed on Site in respect of control of Air Pollution.

✓
Name : Prashant
Damodar Dhatrik
Designation : Executive
Engineer
Organization : Personal
Date : 22-Feb-2024 19:

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



ANNEXURE - F

Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT

FORM 'C'

[See rule 6(a)]

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This registration is granted under section 5 of the Act to the following project under project registration number : P51800046801

Project: **SWASTIK DIVINE** , Plot Bearing / CTS / Survey / Final Plot No.: 1265 PART at Kurla, Kurla, Mumbai Suburban, 400081;

1. **Swastik Realtors** having its registered office / principal place of business at Tehsil: **Mumbai**, District: **Mumbai Suburban**, Pin: **400086**.
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;

OR

That entire of the amounts to be realised hereinafter by promoter for the real estate project for 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 10/09/2022 and ending with 31/12/2026 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with the provisions 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.

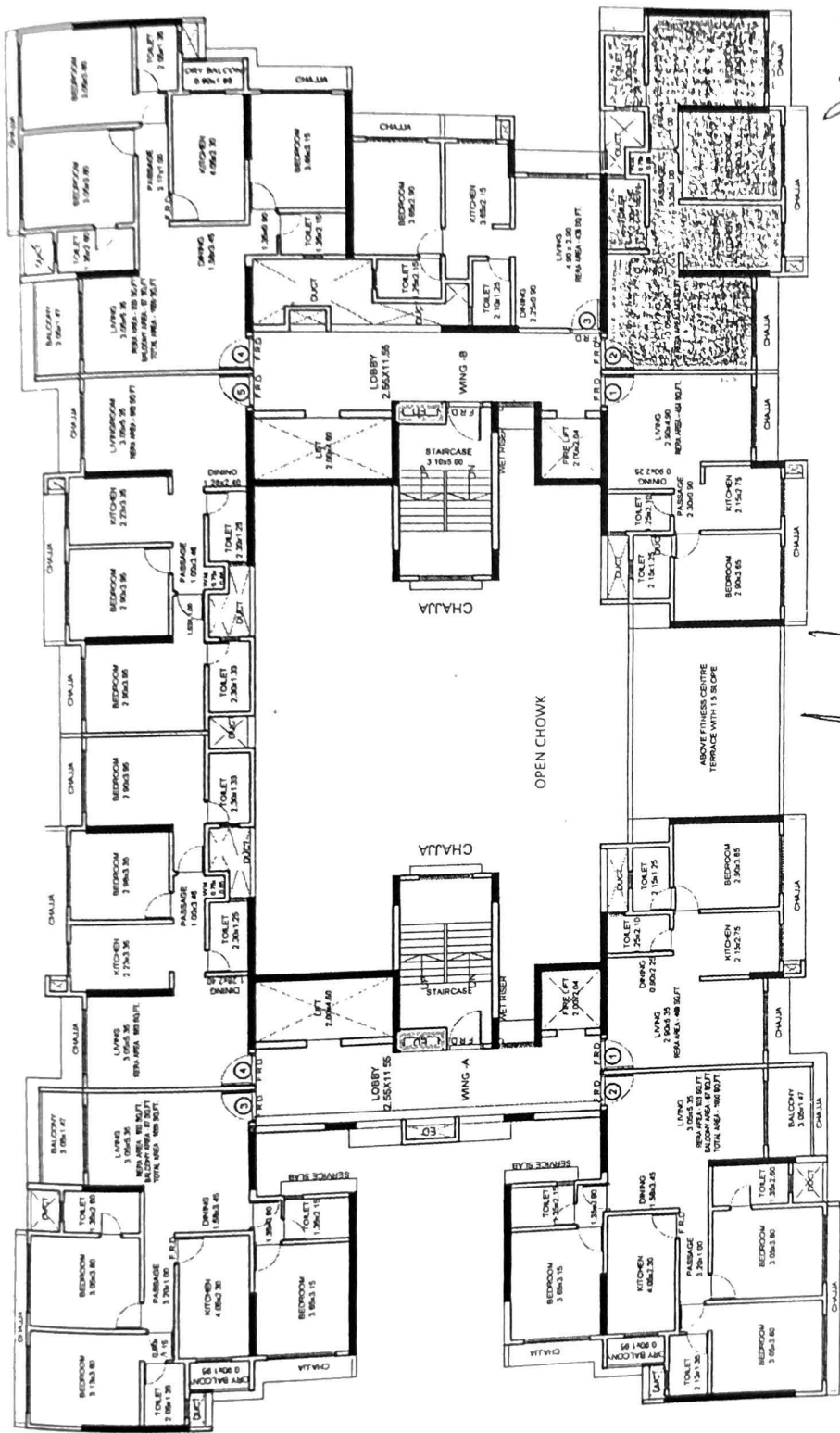
Signature valid
Digitally Signed by
Mr. Arun Apasaheb Nadagoudar
(Secretary Incharge, MahaRERA)
Date: 10-09-2022 22:54:50

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

Dated: 10/09/2022

Place: Mumbai

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 996YLWDA00
 2028



Rajkumar

(WING-A & WING-B)
 (1ST TO 5TH & 7TH TO 12 FLOOR PLANS)
 DIVINE EXPRESS



FLAT NO :- 1202 FLOOR :- 12
 WING :- B RERA CARPET AREA 60.29 Sq. mtrs.

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ANNEXURE - J

PAYMENT SCHEDULE FOR SWASTIK DIVINE

1,36,28,242

NO.	PARTICULARS	% OF AGREEMENT VALUE	AGREEMENT VALUE
	TOKEN	5.00%	6,81,412
	BOOKING / ALLOTMENT (WITHIN 1 WEEK)	5.00%	6,81,412
	ON REGISTRATION OF AG. FOR SALE	20.00%	27,25,648
	ON PLINTH	15.00%	20,44,236
	ON 2ND PODIUM	3.00%	4,08,847
	ON 2ND SLAB	3.00%	4,08,847
	ON 5TH SLAB	3.00%	4,08,847
	ON 8TH SLAB	3.00%	4,08,847
	ON 11TH SLAB	3.00%	4,08,847
	ON 14TH SLAB	3.00%	4,08,847
	ON 17TH SLAB	3.00%	4,08,847
	ON 21ST SLAB	4.00%	5,45,130
	ON BRICK WORK	2.00%	2,72,565
	ON INTERNAL PLASTER WORK	1.50%	2,04,424
	ON COMPLETION OF FLOORING/DOOR/WINDOWS	1.50%	2,04,424
	ON STAIR CASE/LIFT WELL/LOBBY	2.50%	3,40,706
	ON SANITARY FITTINGS	2.50%	3,40,706
	ON TERRACE	2.50%	3,40,706
	ON EXTERNAL PLUMBING/PLASTER/TERRACE	2.50%	3,40,706
	ON ELECTRICAL FITTINGS	2.50%	3,40,706
	ON FIRE FIGHTING	2.50%	3,40,706
	ON COMPLETION OF LIFT AND WATER PUMP	5.00%	6,81,412
	ON POSSESSION	5.00%	6,81,412
	TOTAL :	100%	1,36,28,242

5:

1. The above tabulated Amounts are exclusive of Good and Services Taxes (GST)
2. GST and any other charges, taxes, cess, Surcharges if applicable shall be due and payable

SPECIAL POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, we, M/s. SWASTIK REALTORS, a registered Partnership Firm, having address at 312, Swastik Disa Corporate Park, Opp. Shreyas Cinema, LBS Marg, Ghatkopar (W). Mumbai - 400 086, through, (1) MR. ARVIND SHAH, (2) MR. KAMLESH VAGRECHA, (3) MR. SANDEEP JAIN, (4) MR. HIREN SHAH AND (5) M/S SWASTIK DISA DEVELOPERS PVT. LTD. (THROUGH ITS DIRECTOR MR. HIREN D. SHAH), and SEND GREETINGS

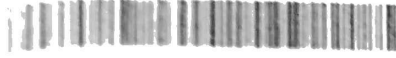
WHEREAS we are carrying on business as builders and developers and as builders developing and/or constructing various buildings in the State of Maharashtra and more particularly in the city of Mumbai;

AND WHEREAS due to our preoccupation we are unable to attend to various matters relating to the registration of Agreement of Sale, Sale Deed, Rectification Deed, Undertaking, Leave & License, Deed of Transfer, Deed of Assignment, Conveyance Deed, Mortgage Deed, Re-conveyance Deed, Cancellation Deed, Rectification Deed, Permanent Alternate Accommodation Agreements, Indemnity Deed, Affidavit, Deed of Declaration, Deed of Surrender and writings in respect of flats/shops/units/ car parking etc. (hereinafter referred to as "the said Premises") agreed to be sold by us in the various projects and/or buildings construction and development of which have been undertaken by us as also in respect of such future construction and development that may be undertaken by us and we are therefore desirous of appointing Mr. Narayan Pawar aged 60 years residing at 16, Shree Ganesh Krupa Co-op. Soc., Near Hanuman Mandhir, Shanti Nagar, Thane - 400 604, Mr. Rakesh Jagtap aged 26 years residing at 15, Shiv Krupa, Chawl No.4, Sainath nagar Road, Near BMC School No.1, Ghatkopar (W), Mumbai - 400 086, Mr. Vinay K. Pandav aged 36 years residing at Pandav Plot No. 18/8, Siddharth Colony, K. N. Gaikwad Marg, Near Vipashana Buddha Vihar, Chembur, Mumbai - 400 071, being our employee /manager as our Constituted Attorney during the term of their employment/service to do various acts, deeds and things relating to registration of such agreements, writings, documents etc. individually;



(Handwritten signatures)

SWASTIK DISA DEVELOPERS PVT. LTD.
(Handwritten signature)
DIRECTOR



28/05/2024

सूची क्र.2

दुय्यम निबंधक : मह. दु. नि. कुर्ला 3

दस्त क्रमांक : 11758/2024

नोदणी :

Regn 63m

गावाचे नाव : मुलुंड

केलेखाचा प्रकार	करारनामा
नोदणी	13628242
वाजारभावाभाडेपट्ट्याच्या बंधपट्ट्याकार आकारणी देतो की पट्टेदार ते गृह करावे	10189878.58
शुक्रापन, पोटहिस्ता व घरक्रमांक (अनन्यास)	1) पालिकेचे नाव: मुंबई मनपा इतर वर्णन : , इतर माहिती: सदनिका नं: 1202, माळा नं: 12 वा मजला, की विंग, इमारतीचे नाव: स्वस्तिक डिवाईन, ब्लॉक नं: नवघर रोड, मुलुंड पूर्व, रोड नं: मुंबई 400081, इतर माहिती: मौजे मुलुंड पूर्व, सदनिकेचे क्षेत्रफळ 60.29 चौ. मी रेरा कारपेट व सोबत एक कार पार्किंग स्पेस सहित ((C.T.S. Number : 1265 PART ;))
डेपॉझिट	1) 66.31 चौ.मीटर
वाजारभावा किंवा जुडी देण्यात असेल तेव्हा.	
दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकूमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:-मेसर्स स्वस्तिक रियल्टर्स तर्फे भागीदार अरविंद शाह तर्फे मुखत्यार विनय नांडव वय:-38; पत्ता:-प्लॉट नं: ऑफिस 312, माळा नं: ., इमारतीचे नाव: स्वस्तिक दिसा कॉर्पोरेट पार्क, ब्लॉक नं: एल. बी. एस. मार्ग, घाटकोपर पश्चिम, , रोड नं: ., महाराष्ट्र, MUMBAI. पिन कोड:-400086 पॅन नं:-ABAFS2576A
दस्तऐवज करून देणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकूमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:-प्रसाद चंद्रकांत सुलक्षण वय:-37; पत्ता:-प्लॉट नं: एन ४२/जे-सी-२/१२/६, माळा नं: ., इमारतीचे नाव: हर्ष प्रसाद , ब्लॉक नं: रायगड चौक, पवननगर, नाशिक, रोड नं: ., महाराष्ट्र, NASHIK. पिन कोड:-422009 पॅन नं:-BXCPS2268G 2): नाव:-प्राजक्ता चंद्रकांत कालकर वय:-34; पत्ता:-प्लॉट नं: एन ४२/जे-सी-२/१२/६, माळा नं: ., इमारतीचे नाव: हर्ष प्रसाद , ब्लॉक नं: रायगड चौक, पवननगर, नाशिक, रोड नं: ., महाराष्ट्र, NASH K. पिन कोड:-422009 पॅन नं:-BZNPk1653E
दस्तऐवज करून दिल्याचा दिनांक	28/05/2024
दस्त नोंदणी केले्याचा दिनांक	28/05/2024
अनुक्रमांक, खंड व पृष्ठ	11758/2024
वाजारभावाप्रमाणे मुद्रांक शुल्क	817700
वाजारभावाप्रमाणे नोंदणी शुल्क	30000
बॅर	

सह. दुय्यम निबंधक
कुर्ला-३



सुलभ व्यवहारासाठी नागरिकांचे सक्षमीकरण
दस्तऐवज नोंदणीनंतर मिळकत पत्रिका/ कर नोंदवही अद्ययावत करणे गरजेचे आहे.
या व्यवहाराचे विवरण पत्र ई-मेल द्वारे बृहन्मुंबई महानगरपालिकेस पाठविणेत आलेला आहे.
आता हे दस्तऐवज दाखल करण्यासाठी कार्यालयात स्वतः जाणेची आवश्यकता नाही.

Integrated Governance enabling You to Do Business Easily
It is necessary to update Relevant records of Property/ Property tax after registration of document.
Details of this transaction have been forwarded by Email (dated 28/05/2024) toMunicipal Corporation of Greater Mumbai.
No need to spend your valuable time and energy to submit this documents in person.



वस्तासोबत देण्यात आलेली सूची-२