

75/14424

Friday, July 05, 2024

12:40 PM

पावती

K-44

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 15981

दिनांक: 05/07/2024

गात्राचे नाव: वाशी

दस्तावेजाचा अनुक्रमांक: टनन3-14424-2024

दस्तावेजाचा प्रकार : करारनामा

मादर करणाऱ्याचे नाव: शशिकांत दत्त अडसूळ --

नोंदणी फी

रु. 14200.00

दस्त हाताळणी फी

रु. 2600.00

पृष्ठांची संख्या: 130

एकूण:

रु. 16800.00

आपणास मूळ दस्त, थंवेनेल प्रिंट, सूची-२ अंदाजे

12:59 PM ह्या वेळेस मिळेल.

Joint Sub Registrar Thane 3

वाजार मूल्य: रु. 412484.16/-

मोवदला रु. 1411000/-

भरलेले मुद्रांक शुल्क : रु. 84700/-

सह दुय्यम निबंधक वर्ग - ३  
ठाणे क्र. ३

1) देयकाचा प्रकार: DHC रक्कम: रु. 600/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0724043121199 दिनांक: 05/07/2024

बँकेचे नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0724048121144 दिनांक: 05/07/2024

बँकेचे नाव व पत्ता:

3) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु. 14200/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH004748136202425R दिनांक: 05/07/2024

बँकेचे नाव व पत्ता: IDBI

नोंदणी फी माफी अमल्याम तपशिल :-

1) Fee Adjustment : Fee Adjustment (yashada training) code added for keeping tack of adjusted fees

पदाकाराची सही

मुळ दस्तऐवज परत मिळाले

३, नि. ठाणे-३

Res  
१२/७/२४



05/07/2024

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. ठाणे 3

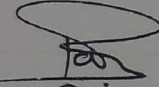
दस्त क्रमांक : 14424/2024

नोंदणी :

Regn:63m

गावाचे नाव : वाशी

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	1411000
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	412484.16
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:नवी मुंबई मनपा इतर वर्णन : इतर माहिती: किऑस्क नं - 44,तळ मजला. इटेलिजनशिया बिझनेस पार्क वाशी,बाय हावरे प्रॉपर्टिज,प्लॉट नंबर 33,सेक्टर - 24,वाशी(तुमें)नवी मुंबई. क्षेत्रफळ 2.948 चौ मी कार्पेट.( ( Plot Number : 33 ; SECTOR NUMBER : 24 ; ))
(5) क्षेत्रफळ	1) 2.948 चौ.मीटर
(6) आकारणी किंवा जुही 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:-हावरे फायनान्स प्रा लि तर्फे ऑयोराइज्ड सिग्रेटरी / कु मु दीपक काटे यांचे कु मु वैशाली गुरव -- वय:-53; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 422 वर्धमान मार्केट , सेक्टर - 17, वाशी, नवी मुंबई , ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे. पिन कोड:-400705 पॅन नं:-AAACH8654C 2): नाव:-मान्यता देणार- रेनबो बिझनेस पार्क प्रेमाइसेस को ऑप सोसायटी ली तर्फे चेअरमन रामनाथ म्हात्रे यांचे कु मु सुरेश हावरे यांचे कु मु दीपक काटे तर्फे कबुली जवाब देणार वैशाली गुरव वय:-53; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: प्लॉट नंबर 33, सेक्टर 24, तुमें वाशी नवी मुंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे. पिन कोड:-400705 पॅन नं:-AAGAR6921G
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-शशिकांत दत्त अडसूळ -- वय:-50; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: एफ-36/2/2, वृंदावन सि एचएस , सेक्टर 4, सानपाडा नवी मुंबई , ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे. पिन कोड:-400705 पॅन नं:-ABRPA8602N
(9) दस्तऐवज करून दिल्याचा दिनांक	05/07/2024
(10) दस्त नोंदणी केल्याचा दिनांक	05/07/2024
(11) अनुक्रमांक, खंड व पृष्ठ	14424/2024
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	84700
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	14200
(14) शेर	

  
 सह दुय्यम निबंधक वर्ग - २  
 ठाणे क्र. ३

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

(ii) within the limits of any Municipal Council, Nagarpanchayat or Cantonment Area annexed to it, or any rural area within the limits of the Mumbai Metropolitan Region Development Authority or any other Urban area not mentioned in sub clause (i), or the Influence Areas as per the Annual Statement of Rates published under the Maharashtra Stamp (Determination of True Market Value of Property) Rules, 1995.



Validation ID: 202407051273

मूल्यांकन परक (सर्दरी क्षेत्र - बांधीव)

05 JUN 2024 11:26:11 AM

रक्षण

मूल्यांकन वध	2024				
विल्दा	ठाणे				
मूल्य विभाग	तालुका ठाणे				
उप मूल्य विभाग	5/171-बांधी नोड सेक्टर क्र. 24				
क्षेत्राचे नाव	Navi Mumbai Municipal Corporation			सर्व्हे नंबर/ल भू क्रमांक:	
वार्षिक मूल्य दर तक्क्यानुसार मूल्यदर रु.					
खुसी जमीन	निवासी सदनिका	कार्यालय	दुकाने	आवागीक	मोजमापनावे एकक
12700	95300	109600	127200	109600	चौ मीटर
बांधीव क्षेत्राची माहिती					
बांधकाम क्षेत्र (Bual (P)-	3.2428 चौ मीटर	मिळकतीचा वापर:	तळमजल्यावरील दुकाने	मिळकतीचा प्रकार:	बांधीव
बांधकामचे वर्गीकरण:-	1-आर सी सी	मिळकतीचे वध:	0 TO 3 वर्षे	बांधकामाचा दर:	Rs. 26620/-
उदबलन सुविधा:-	नाही	मजला:		कार्टर क्षेत्र:	2.948 चौ मीटर
रस्ता समूह:	आहे	कॉर्नरवरील दुकान:	नाही		
संमिश्र वापराच्या इमारतीमधील तळमजल्यावरील दुकाने:	नाही				
Sale Type - First Sale					
Sale Resale of built up Property, constructed after cancellation of 02/01/2018					
घसा यानुसार मिळकतीचा प्रति चौ मीटर मूल्यादर		= ((वार्षिक मूल्यदर * खुल्या जमिनीचा दर) * घसा यानुसार टक्केवारी) + खुल्या जमिनीचा दर			
		= ((127200 * 127000) * (1000 / 100)) + 127000			
		= Rs. 127200/-			
v) मुख्य मिळकतीचे मूल्य		= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र			
		= 127200 * 3.2428			
		= Rs. 412484.16/-			
Applicable Rules	= 3				
एकत्रित अंतिम मूल्य		= मुख्य मिळकतीचे मूल्य - तळमजलेचे मूल्य - अर्बेवरील मजलाचे क्षेत्र मूल्य + आवागारातील मूल्यावृत्ती बालकणी + वरील गजालीचे मूल्य			
		= विलेव बांधकाम मूल्य + खुल्या जमीनवरील बांधकाम मूल्य + इमारती मधील बांधकाम मूल्य + बांधकाम मूल्य + संयोजित बांधकाम			
		= A + B + C + D + E + F + G + H + I + J			
		= 412484.16 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0			
		= Rs. 412484/-			
		= ₹ चार लाख चार हजार चार शें चौत्सोपेशी /-			

Home

Print

## Department of Stamp &amp; Registration, Maharashtra

## Receipt of Document Handling Charges

PRN	0724043121199	Date	05/07/2024
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Received from SELF, Mobile number 9800000000, an amount of Rs.600/-, towards Document Handling Charges for the Document to be registered(SARITA) in the Sub Registrar office Joint S.R. Thane 3 of the District Thane.

## Payment Details

Bank Name	IBKL	Date	04/07/2024
Bank CIN	10004152024070419531	REF No.	2913294380



ए न न - ३  
रक क्र. 98872 / 2028  
9 / 930

AGREEMENT FOR SALE

*Dubokto*

THIS AGREEMENT is entered into at Vashi, Navi Mumbai on the 5<sup>th</sup> day of July ~~August~~ 2024.

BY AND BETWEEN

**M/S. HAWARE FINANCE PRIVATE LIMITED**, a company duly incorporated under the Companies Act, 1956 and having its registered office at 422, Vardhman Market Sector-17, Vashi, Navi Mumbai - 400705 Mumbai, hereinafter referred to as **"THE PROMOTERS"** (which expression unless it be repugnant to the context or meaning thereof shall mean and include its successors and assigns) of the **FIRST PART;**

AND

**Mr. Shashikant Dattu Adsul** an Indian Inhabitant residing at F36/2;2 Vrindavan CHS. Sector-4, Sampada, Navi Mumbai-400705. ,hereinafter referred to as the **"PURCHASER/S"** (which expression shall unless it be repugnant to the context of meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and assigns) of the **SECOND PART;**

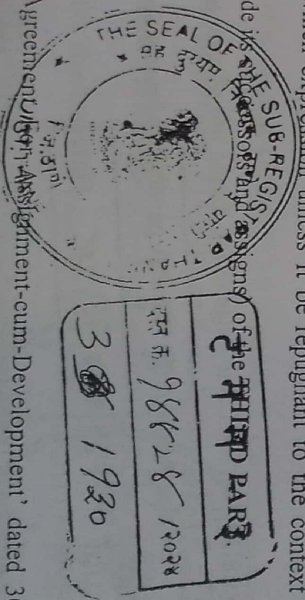
AND

**RAINBOW BUSINESS PARK PREMISES CO-OP. CONFIRMING PARTY LTD**, a co-operative Confirming Party duly registered under the Maharashtra Co-operative societies Act, 1960 under Registration No. N.B.O.M/CIDCO/GEN(e)/1659/J.T.R/2010-2011 having its registered office at Plot No. 33, Sector - 24, Turbhe, Navi Mumbai hereinafter referred to as the **"THE CONFIRMING PARTY"** (which expression unless it be repugnant to the context or meaning thereof shall mean and include its successors and assigns) of the **THIRD PART;**

WHEREAS:

By an Agreement entitled 'Agreement-cum-Assignment' dated 30<sup>th</sup> March 2011, the Confirming Party granted, transferred, and assigned the development

rights of the said plot to **M/S. HAWARE ENGINEERS & BUILDERS PVT. LTD.** (HEBPL) in the circumstances and on the terms and conditions more specifically set out therein.



For Haware Finance Pvt. Ltd.

*[Signature]*  
Authorised Signatory,

*[Signature]*

The said Agreement For Assignment-cum-Development was duly registered with the Sub-Registrar of Assurances, Thane- 3 under Sr. No. 2756.

- Pursuant to the covenants contained in Agreement For Assignment-cum-Development, the Confirming Party further executed the Power of Attorney dated 30<sup>th</sup> March 2011 authorizing the M.D./Directors/Officers of HEBPL to do all acts, deeds, matters and things as set out therein.
- Under the Agreement For Assignment-cum-Development HEBPL agreed to provide to each of the existing member of the Confirming Party, shop/kiosk admeasuring 145 sq. ft. carpet area with 52 Sq. Ft. loft in the building/s to be constructed by HEBPL and in consideration whereof the Confirming Party agreed to grant, assign and transfer to HEBPL, (a) the irrevocable development right in respect of the said Plot, (b) the right to sell shops/office/units/galas after making provisions of 52 Shops each of 145 Sq. Ft. with 52 Sq. Ft. loft to be delivered to the existing members of the Confirming Party, (c) rights to recommend to the Confirming Party to admit its purchasers as members of the Confirming Party and; (d) the Confirming Party agreed to admit the members so nominated/recommended by HEBPL.
- One Shri Rajendra Laxman Khilari and seven Ors (claiming to be the members of the Confirming Party) filed a special Civil Suit bearing Spl. C. S. No. 357 of 2013 Before the Hon'ble Civil Judge (S.D.) against HEBPL, the Confirming Party, and the CIDCO interalia for setting aside the Resolution dated 6<sup>th</sup> January 2011, the Development Agreement & Power of Attorney dated 30<sup>th</sup> March 2011.



the nine shops of the Plaintiff's	the hearing and final disposal of the application of
स. 98828	र. १३१
र. १३१	र. १३१

for the review of the order passed in the Spl. C. S. No. 357 of 2013, adverted to supra, directing HEBPL not to demolish the nine shops of the Plaintiffs, the Confirming Party applied the

Navi Mumbai Municipal Corporation (NMMC) for the development permission/approval For Haware Finance Pvt. Ltd.

Authorised Signatory

*[Signature]*

of the building plans keeping the said nine shops as it were (even still are) intact and utilizing the FSI only of the balance plot.

- The NMMC granted the development permission dated 1<sup>st</sup> August 2014, issued Commencement Certificate, and approved the Plans.
- Upon the issuance of the development permission and approval of plans, HEBPL commenced the constructions in accordance with the terms and conditions of the development permission, Commencement Certificate and in conformity with the sanctioned plans.

- The Hon'ble Civil Judge (S.D.), Thane was pleased to dismiss the suit against which the Plaintiffs filed an appeal in the Mumbai High Court bearing the First Appeal No.446 of 2015. The said First Appeal is pending and the status quo in respect of the said shops of the appellants is still in force. The appellants filed a petition carrying out of the construction on the balance Project Land.
- Shri Rajendra Laxman Khilari and seven others filed a Contempt Petition bearing C. P. No. 166 of 2016 before the Hon'ble Bombay High Court against the Confirming Party, HEBPL and CIDCO alleging failure in compliance of the common orders dated 17th July 2014, 20th March 2015, and 31st March 2015 passed by the Hon'ble Bombay High Court in First Appeal No.446 of 2015. The said contempt Petition is still pending hearing and final disposal. Thereafter out of the said Eight Members, Seven members i.e 1) Mr Rajendra Laxman Khilari, 2) Mr Devendra Laxman Khilari, 3) Mr Jagannath R. Choudhary, 4) Mr Channulal B Gupta, 5) Mr Manikchand Gupta, 6) Mr Bharat Rameshchandra Gupta and 7) Mr Sanjay Dattatray Koshe entered into the consent terms dated 14/11/2022, and submitted the said consent term before the Hon'ble High court on 20-12-2022. Except Mr. Ashok Kashid all the members settled the said matter and Hon'ble Bombay High Court passed the Order on 20<sup>th</sup> Dec 2022 in respect of the same accordingly.



For Haware Finance Pvt. Ltd.

Authorised Signatory

Authorised Signatory

**AND WHEREAS:**

- In exercise of their entitlement as contemplated by the Agreement For Assignment-cum-Development dated 30<sup>th</sup> March 2011, HEBPL agreed to sell some of the premises/units being constructed in the said project to some of the purchasers.

• Subsequently, one Tirupati RamuluVenkii filed a Regular Civil Suit bearing R. C. S. No. 362 of 2017 before the Hon'ble Civil Judge (J.D.), Vashi at C.B.D Belapur against the Confirming Party, HEBPL, CIDCO inter alia claiming his ownership rights in Ota No.126. The Hon' Civil Judge (JD), Vashi by order dated 22nd November 2018 restrained HEBPL from carrying out construction on the suit premises i.e, Ota No.126, which had long ceased to exist, and the new building had already come up on the entire plot save and except the nine structures protected by the order passed in Spl. C. S. No. 357 of 2013. The Promoters were, however, not prevented from carrying out the further construction of the Project.

• Simultaneous to Tirupati RamuluVenakti, one Somnath Ramchandra Kashid also filed a Regular Civil Suit bearing R. C. S. No. 364 of 2017 before the Hon'ble Civil Judge (J.D.), Vashi at C.B.D Belapur against the Confirming Party, the Promoters, CIDCO inter alia claiming his ownership rights in Ota No.108. the Hon' Civil Judge (JD), Vashi by order dated 22<sup>nd</sup> November 2018 restrained HEBPL from carrying out construction on the suit premises i.e, Ota No.108, which had long ceased to exist, and the new building had already come up on the entire plot save and except the nine structures protected by the order passed in Spl. C. S. No. 357 of 2013. The Promoters were, however, not prevented from carrying out the further construction of the Project.



Hon'ble High Court being W.P. No. 6365/2019 & W.P. No. 6381 of 2019, HEBPL have filed two Writ Petitions in the are pending hearing and final disposal.

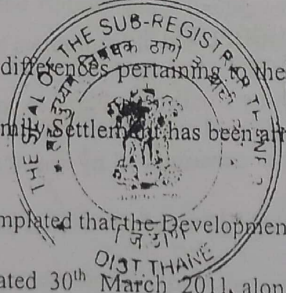
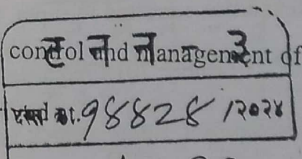
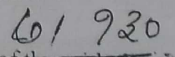
For Haware Finance Pvt. Ltd.

Authorised Signatory

*[Signature]*

- Meanwhile, the Real Estate (Regulations & Development) Act 2016 (RERDA) came into force w.e.f. 1<sup>st</sup> May 2017, S. 3 whereof required real estate projects in any planning area to be compulsorily registered with the Real Estate Regulatory Authority. HEBPL, therefore, registered the project with MahaRERA in compliance with the mandate of the 1<sup>st</sup> Proviso to S. 3 of the RERDA under RERA Reg. No. P51700011404.
- Pursuant to receiving Occupancy Certificate dated 10th February 2022 and approval of amended building plans all dated 28th June 2022, the promoters registered new phase of the project with MahaRERA with RERA Reg No. P51700051494.
- Aggrieved by the orders dated 5<sup>th</sup> April 2019, HEBPL have filed two Writ Petitions in the Hon'ble High Court being W.P. No. 6365/2019 & W.P. No. 6381 of 2019. The said Writ Petitions are pending hearing and final disposal.

**AND WHEREAS:**

- HEBPL hold, directly and through their nominees, the entire share capital of the Promoters and therefore HEBPL are the Holding Company and the Promoters their Subsidiary.
- HEBPL have been promoted and their entire share capital is held by the Haware Family and the Promoters have been promoted as the Subsidiary Company of the former (HEBPL).
- In the wake of some disputes and differences pertaining to the control and management of the Haware Group of Companies, a Family Settlement has been entered into dated 30<sup>th</sup> March 2011.   
- Under family settlement it is contemplated that the Development Rights of the said plot acquired by HEBPL by the Agreement dated 30<sup>th</sup> March 2011, along with the existing and future obligations/liabilities and benefits/rights be transferred to the Promoters (a subsidiary of HEBPL).
- In the wake of the Family Settlement, pending the transfer of properties (along with the liabilities) from HEBPL (Holding Company) to the Promoters (Subsidiary Company), an interim arrangement for the completion of the incomplete project was contemplated through the latter (the Promoters) pending the permission of Maharashtra Real Estate Regulatory Authority (MahaRERA).

For Haware Finance Pvt. Ltd.

