



DECLARATION DEED

This **DECLARATION DEED** is made and executed at Mumbai on this 30 day of June in the Christian year Two Thousand and Twenty Three:

BY

1) Ashok Raghavji Makwana 2) Harshad Raghavji Makwana, 3) Suresh Raghavji Makwana 4) Pravin Raghavji Makwana and 5) Rajesh Raghavji Makwana all of Resident in Mumbai, Indian Inhabitants by the hand of their duly constituted Attorney Mr. Harshad Raghavji Makwana, having their registered office at 007, United Tenants Co op Hsg Society Ltd, Sahar Road, Parsi Wada, Vile Parle (East), Mumbai -400099 represented hereinafter referred to as **"THE LAND OWNERS"** (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean its successors, administrators and assigns) of the **First Part**;

AND

Mr. Hasmukh Rajmal Hirani, having his office at 310, 3rd Floor, Sureshwari Techno I T park, Eksar, New Link Road, Borivali West Mumbai- 400092 hereinafter referred to as **"THE DEVELOPER"** (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include their heirs, executors and assignees) of the **Second Part**;

First Part and Second Part shall hereinafter be individually referred to as **"the Party"** and collectively as **"Parties"**.

be deemed to be incorporated in the operative part also as if the same were set out hereunder and reproduced verbatim.:-

2. Save and except change in sharing of area of shop nos. 2 to 8 as mentioned in (i) hereinbelow, all other relevant clauses of the Principal Agreements shall prevail upon both the parties above.

(i) It is hereby agreed that, out of the total area of undermentioned shops in the developed premises, as mutually decided, both the parties have agreed to share the specific on unsold units in the following manner:

The Developers (Party of the Second Part)

Shop No. 4 having area about 75.61 sq.mtrs.

Shop No. 7 having area about 25.06 sq.mtrs.

Shop No. 8 having area about 25.30 sq.mtrs.

Total for all 3 Shop on Ground Floor 125.97 sq Mtrs.

The Owners (Party of the First Part)

Shop No. 2 having area about 30.49 sq.mtrs

Shop No. 3 having area about 54.14 sq.mtrs.

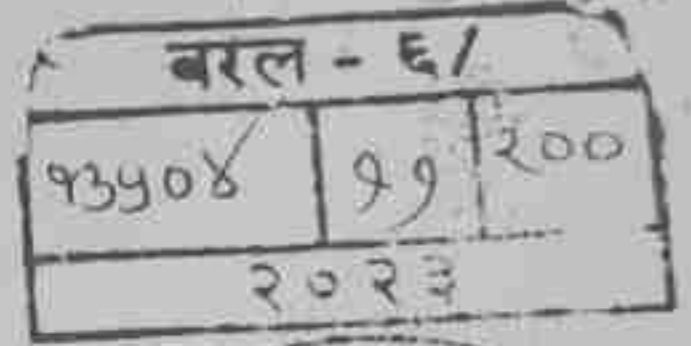
Shop No. 5 having area about 25.13 sq.mtrs

Shop No. 6 having area about 25.13 sq.mtrs

Total for all 4 Shop on Ground Floor 134.89 Sq. Mtrs.

(ii) The balance share if any of the Owners and the Developer after deducting the specific unit wise area as mentioned above in the total area Developed will continue to be in the ratio of 52.50% and 47.50% for the party of the First Part and Second Part respectively.

3. Both the parties do hereby agree and undertake that as stated in the aforesaid clauses herein above is full and final settlement towards the distribution of un sold area and no further consent in writing nor any kinds



Handwritten signature

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WHEREAS:

A. By virtue of a Development Agreement dated 08/11/2007 bearing Regd. No. BDR-12/09297/2007 dated 19/12/2007 the owners 1, 2 & 3 herein and another Development Agreement dated 23/03/2009 bearing Regd No. BDR 12-02231-2009 Dated 23/03/2009 (the two development agreements are hereinafter referred to as "the Principal Agreements") the owners 1, 2 & 3 and owners no 4 & 5 herein had executed the said Principal Agreements towards development of all that piece or parcel of land bearing Survey No. 125 (part) and 126(part) hearing CTS No. 540/1 and 540/2 village Pahadi situated at Goregaon East, Sonawala Road, Goregaon, Mumbai – 400 063 measuring about 876 sq. mtrs in place of 872.8 sq. mtrs. by virtue of Deed of Rectification dated 19/10/2011 bearing Regd. No. BDR-12/8167/2011 dated 20/10/2011 more particularly described in under (i) of the Schedule under written and land bearing C.T.S. Nos. 540 and 540/3 to 12, situate lying and being at Village Pahadi, situated at Goregaon (East), 377, Sonawala Road, Goregaon (East), Mumbai - 400 063, admeasuring about 1257 Sq. yards equivalent to 1051.40 Sq. mtrs more particularly described under (ii) of Schedule hereunder;

B. The Parties acknowledge that save and except the entitlements of the Sale Component shops & Offices as stated in the Principal Agreements herein above between the Parties hereto, no new obligations or transactions are being agreed upon or reduced to writing in this Deed. Thus, it is clarified that this Deed is a document incidental to the said Agreement; and that this Deed is one of several documents employed in completing the transaction as contemplated under the said Agreement.

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

1. The Recitals above form an integral part and parcel of this Deed and are not repeated in the operative part only for the sake of brevity and should



of NOC is required from either of the parties towards their respective portions as mentioned in clause no 2 in toto of unit/area as mentioned above towards for Sale, Mortgage and lease & license to be created / executed and not as confirming party in either of units in future.

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This Deed shall be Declared/Supplemental to the earlier Agreements and shall be read in harmony with the said Agreements; and this deed shall not be read or interpreted or construed in isolation, independent of the said Agreements.

In respect of various other issues over which there were differences between the parties hereto, the parties have resolved the same and have signed and executed a separate Memorandum of Understanding on 30th June, 2023 and the same shall be valid and binding on both the parties in respect of the issues covered therein.

6. Therefore, this Deed is an incidental document to the said Agreement within the meaning of Section 4 & Article 5(h) of the Maharashtra Stamp Act and is accordingly being stamped in accordance with the provisions thereof and the stamp duty, if any, is to be borne equally by both of the parties above.
7. Both the parties declare hereby that proper Stamp Duty will be paid by the third parties on the agreements which will be executed favour of Third Party in respect of said Premises under the provision of Maharashtra Stamp Act.

SCHEDULE OF THE PROPERTY ABOVE REFERRED TO

- (i) All that piece of land bearing Survey No. 125 (part) and 126 (part) bearing OTS No. 540/1 and 540/2 village Pahadi situated at Goregaon East, Sonawala Road, Goregaon, Mumbai - 400 063 admeasuring about 872.8 sq. mtrs.
- (ii) All that piece or parcels of land bearing C.T.S. Nos. 540 and 540/3 to 12, situated lying and being at Village Pahadi, situated at Goregaon (East), 377, Sonawala Road, Goregaon (East), Mumbai - 400 063, admeasuring about 1257.54 yards equivalent to 1051.40 Sq. mtrs.

AND

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commercial premises constructed on the above two properties named as De Hiras 2 consisting of Ground + 7 floors as per the Part Occupancy Certificate bearing No. CHE/9554/BP(W5)/AP/OCC/1/New of 27/09/2019 and Full Occupancy Certificate bearing No. CHE/9554/BP(W5)/AP/OCC/1/NEW OF 26th August 2022.



IN WITNESS WHEREOF, the Parties hereto have hereunto set and signed their respective hands on the day, month and year first above written.

SIGNED , SEALED AND DELIVERED)

By the within named)

Party of the First Part)

Ashok Raghavji Makwana
Suresh Raghavji Makwana
Pravin Raghavji Makwana and
Rajesh Raghavji Makwana



Through their Constitute Attorney
Mr. Harshad Raghavji Makwana

Harshad Makwana

In the presence of ...)

1. *[Signature]*
2. *[Signature]*

SIGNED , SEALED AND DELIVERED)

By the within named)

Party of Second part)

Mr. Hasmukh Rajmal Hirani



Hirani

In the presence of ...)

1. *[Signature]*
2. *[Signature]*



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MUNICIPAL CORPORATION OF GREATER MUMBAI
APPENDIX XXII

FULL OCCUPANCY Under Regulation 6(7)* and BUILDING COMPLETION CERTIFICATE
(CHE/9554/BP(WS)/AP/OCC/1/Amend of 26 August 2022)



To,
Hasmukh R. Hirani, (C.A. to Owner)
B-207, Hiral Heritage, SVP Road, Near Chamunda Circle, Borivli (West) Mumbai 400 092.

Dear Applicant/Owners,

The full development work of commercial building comprising of Basement for parking accessible by 2 Nos. of car lifts + Ground (pt) for shops + Stilt (pt) for parking + 1st (pt) for offices + 1st (pt) podium for parking + 2nd to 6th + 7th (pt) upper floors for offices, on plot bearing C.S.No./GTS No. 540, 540/1 to 12 of village PAHADJI GOREGAON-E at Sahawal Road is completed under the supervision of Shri. ATUL AMRITLAL RANA, Architect, Lic. No. CA/86/10397, Shri. Rajkumar Vishna Bhonde, RCC Consultant, Lic. No. STR:840003912 and Shri. Anuj S. Hate, Site supervisor, Lic.No. H/56/55-III and as per development completion certificate submitted by architect and as per completion certificate issued by Chief Fire Officer vide CHE/9554/BP(WS)/AP-CFO/3/Amend dated 19 April 2022. The same may be occupied after completion certificate submitted by you is hereby accepted.

Copy To :

1. Asstt. Commissioner, P/S Ward
 2. A.A. & C., P/S Ward
 3. EE (V), Western Suburb II
 4. M.I., P/S Ward
 5. A/E.W.W., P/S Ward
 6. Architect, ATUL AMRITLAL RANA, "C" block, vishal classic mfg. road next to road mumbai kandivall (w)
- For information please

 Certificate signed by the Project Officer
Date: 26 Aug 2022 11:33
Organization: Maharashtra Government
Designation: Executive Engineer

Yours faithfully
Executive Engineer (Building Progression)
Municipal Corporation of Greater Mumbai
P/S Ward

