

398/20089

Thursday, October 03, 2024  
1:35 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

गावाचे नाव: आकुर्ली

दस्तऐवजाचा अनुक्रमांक: पवल3-20089-2024

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: श्री. सतिश वसंत घाडी - -

पावती क्र.: 21962

दिनांक: 03/10/2024

नोंदणी फी

रु. 28800.00

दस्त हाताळणी फी

रु. 2000.00

पृष्ठांची संख्या: 100

एकूण:

रु. 30800.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे  
1:55 PM ह्या वेळेस मिळेल.

Sub Registrar Panel 3

बाजार मूल्य: रु.1777574.4 /-

मोबदला रु.2879563/-

भरलेले मुद्रांक शुल्क : रु. 172800/-

सह दुय्यम निबंधक वर्ग-२,  
पनवेल क्र. ३.

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1024013013261 दिनांक: 03/10/2024

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु.28800/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH009109773202425R दिनांक: 03/10/2024

बँकेचे नाव व पत्ता: IDBI

*Shankar*

Valuation ID

202410033444

मूल्यांकन पत्रक ( शहरी क्षेत्र - बांधीव )

03 October 2024, 12:36:50 PM

पवल 3

मूल्यांकनाचे वर्ष 2024  
 जिल्हा रायगड  
 मूल्य विभाग तालुका : पनवेल  
 उप मूल्य विभाग 16/4-रहिवास व इतर तत्सम वापरातील विकसनक्षम जमिनी  
 क्षेत्राचे नांव A Class Palika

सर्व्हे नंबर /न. भू. क्रमांक :

वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.

खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	मोजमापनाचे एकक
1250	54400	64400	70700	64400	चौ. मीटर

बांधीव क्षेत्राची माहिती

बांधकाम क्षेत्र(Built Up)-	30.712चौ. मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-	बांधीव
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय -	0 TO 2वर्षे	बांधकामाचा दर-	Rs.25289/-
उद्वहन सुविधा -	आहे	मजला -	1st To 4th Floor		

Sale Type - First Sale

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

मजला निहाय घट/वाढ = 100 / 100 Apply to Rate= Rs.54400/-

घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर  
 =(((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) \* घसा-यानुसार टक्केवारी) + खुल्या जमिनीचा दर)  
 = ((54400-1250) \* (100 / 100)) + 1250  
 = Rs.54400/-

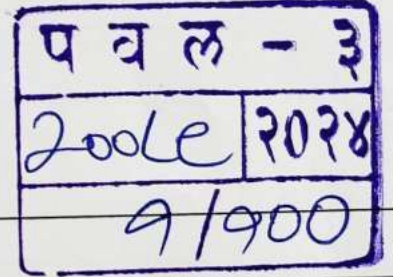
A) मुख्य मिळकतीचे मूल्य = वरील प्रमाणे मूल्य दर \* मिळकतीचे क्षेत्र  
 = 54400 \* 30.712  
 = Rs.1670732.8/-

F) लगतच्या गच्चीचे/खुली बाल्कनी क्षेत्र 4.91 चौ. मीटर  
 लगतच्या गच्चीचे/खुली बाल्कनी मूल्य = 4.91 \* (54400 \* 40/100)  
 = Rs.106841.6/-

Applicable Rules = 3, 9, 18, 19, 14

एकत्रित अंतिम मूल्य

= मुख्य मिळकतीचे मूल्य + तळघराचे मूल्य + मेझॅनॉईन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य(खुली बाल्कनी) + वरील गच्चीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + बंदिस्त बाल्कनी + स्वयंचलित वाहनतळ  
 = A + B + C + D + E + F + G + H + I + J  
 = 1670732.8 + 0 + 0 + 0 + 0 + 106841.6 + 0 + 0 + 0 + 0  
 = Rs.1777574/-  
 = ₹ सतरा लाख सत्याहत्तर हजार पाच शो चौऱ्याहत्तर /-



Home

Print





Department of Stamp & Registration, Maharashtra

Receipt of Document Handling Charges

PRN 1024013013261

Date 01/10/2024

Received from SATISH VASANT GHADI, Mobile number 7498762159, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office S.R. Panvel 1 of the District Raigarh.

Payment Details

Bank Name ICICIC

Date 01/10/2024

Bank CIN 10004152024100112559

REF No. 0907147453

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

प व ल - ३  
2000/- 2024  
2 / 900



CHALLAN  
MTR Form Number-6



GRN	MH009109773202425R	BARCODE			Date	01/10/2024-16:10:39	Form ID	B25
Department	Inspector General Of Registration				Payer Details			
Type of Payment	Bank Portal - Simple Receipt				TAX ID / TAN (If Any)			
Office Name	PNL1_PANVEL NO 1 SUB REGISTRAR				PAN No.(If Applicable)	AQLPG3192J		
Location	RAIGAD				Full Name	SATISH VASANT GHADI		
Year	2024-2025 One Time				Flat/Block No.	SHIKARA ORCHID,FLAT NO 304,A WING BLDG		
					Premises/Building	NO 1		
Account Head Details				Amount In Rs.				
0030046401 Stamp Duty(Bank Portal)				172800.00	Road/Street	SURVEY NO 21,AKURLI VILLAGE		
0030063301 Registration Fee				28800.00	Area/Locality	PANVEL RAIGAD,HISSA NO 0		
					Town/City/District			
					PIN	4	1	0
					Remarks (If Any)			
					Prop mvbilty=Immovable-Prop Amt=2879583.00--Prop area=22.26--Prop area UOM=Sq.Meter--dth Prop ID=PAN-AAKOS6117P--th Prop Name=SHIKARA CONSTRUCTIONS PRIVATE LIMITED			
					Amount In	Two Lakh One Thousand Six Hundred Rupees Only		
Total				2,01,600.00	Words			
Payment Details				IDBI BANK	FOR USE IN RECEIVING BANK			
Cheque-DD Details				Bank CIN	Ref. No.	69	05	3292
Cheque/DD No.				Bank Date	RBI Date	01/10/2024	16:10:39	Not Verified with RBI
Name of Bank				Bank-Branch	IDBI BANK			
Name of Branch				Scroll No. , Date	Not Verified with RBI			

पत्र - 3  
20012024  
3/1900



Mobile No. : 918850658361

Department ID :  
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.  
सदर चलान केवल दुरयम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलान लागू नाही.



# Data of Bank Receipt for GRN MH009109773202425R

## Bank - IDBI BANK

Bank/Branch :  
Pmt Txn id : 747629741  
Pmt DtTime : 01/10/2024 16:10:38  
ChallanIdNo : 69103332024100152697  
District : 1301 / RAIGAD  
Office Name : IGR146 / PNL1\_PANVEL NO 1 SUB REGISTRAR

Simple Receipt

Print DtTime

GRAS GRN

GRN Date

: MH009109773202425R

: 01/10/2024 16:10:39

StDuty Schm : 0030046401-75/ Stamp Duty(Bank Portal)  
StDuty Amt : Rs 1,72,800.00/- (Rs One Lakh Seventy Two Thousand Eight Hundred Rupees Only )

RgnFee Schm : 0030063301-70 / Registration Fee  
RgnFee Amt : Rs 28,800.00/- (Rs Twenty Eight Thousand Eight Hundred Rupees Only )

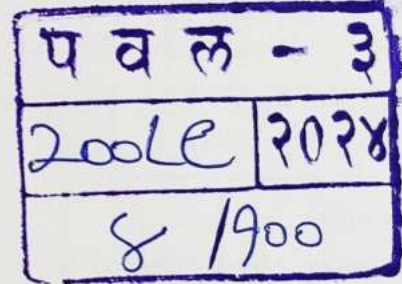
Only for verification not to be printed and used

Article : B25  
Prop Mvblty : Immovable  
Prop Descr : SHIKARA ORCHID,FLAT NO 304,A WING BLDG NO 1 , SURVEY NO 21,AKURLI VILLAGE  
PANVEL RAIGAD,HISSA NO 0  
410206  
Duty Payer : PAN-AQLPG3192J SATISH VASANT GHADI  
Other Party : PAN-AAKCS3917P SHIKARA CONSTRUCTIONS PRIVATE LIMITED  
Consideration : 28,79,563.00/-

Bank Scroll No : -  
Bank Scroll Date : -  
RBI Credit Date : -  
Mobile Number : 918850658361

₹ 201600.00

Challan Defaced Details



Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(IS)-398-20089	0005053179202425	03/10/2024-13:35:37	IGR148	28800.00
2	(IS)-398-20089	0005053179202425	03/10/2024-13:35:37	IGR148	172800.00
Total Defacement Amount					2,01,600.00





AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on 3<sup>rd</sup> day of October 2024.

BETWEEN

M/S. SHIKARA CONSTRUCTIONS PVT. LTD. (CIN-U45200MH2002PTC137780), a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 204, Bezzola Complex, Opp. Suman Nagar, Sion Trombay Road, Chembur, Mumbai 400 071 (PAN No. AAKCS3917P), represented by its Managing Director, Mr. Ashok B. Mehra (Aadhaar No. 912312211698) authorized *vide* board resolution dated 17<sup>th</sup> January 2019 hereinafter referred to as the "Promoter" (which expression shall unless it be repugnant to the context or the meaning thereof be deemed to mean and include its directors, shareholders their respective successors in title and assigns);

AND

MR. SATISH VASANT GHADI, aged 44 years (Aadhar No. 9188 6886 4685) and (PAN AQLPG3192J) & 2) MRS. SAKSHI SATISH GHADI aged 40 years (Aadhar No. 3953 1836 4271) and (PAN-AZFPG8919C), Both Indian Habitant, presently residing at Room no. 10 Shri Krishna Chawl, Maharashtra Nagar No. 1, Y.C Marg, Mankhurd Mumbai-400088 hereinafter called the "Allottee/s" (which expression shall unless it be repugnant to the context or the meaning thereof be deemed to mean and include its directors, shareholders their respective successors in title and assigns).

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as "Party".

WHEREAS:-

A. A Conveyance dated 2<sup>nd</sup> November, 2016 executed by and between One 1) Shri. Ashok B. Mehra and Shri. Vishal Datta Bhopi of the One Part (hereinafter referred to as "the Vendors") and the Promoter herein of the Other Part, the Vendors agreed with the Promoter for the absolute sale an immovable property being piece or parcel of freehold land bearing Survey No. 21, Hissa No.-0, being lying and situated at Village Akurli, Taluka- Panvel, District Raigad, Maharashtra -410206 approximately admeasuring 3160 sq. mtrs, which is registered with Sub Registrar of Assurances Panvel-4 under receipt No. 11598, Document serial No. PVL-4/9458-2016 and more particularly described in the Schedule- I hereunder written (hereinafter referred to as "the project land").



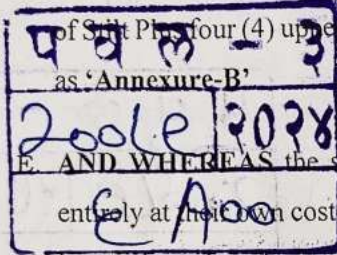
Shri. Ashok B. Mehra  
साक्षी अ घाडी



B. The name of the Promoter is duly entered in the revenue records maintained by the concerned office.

C. The said project land was converted into Non-Agricultural purpose (Residential use) by the Owner from the Office of the Collector of Raigad vide its letter Serial No./ L.N.A.1 (B)/S.R. 9/349757/2015, dated 24.09.2015 along with building permission. The Copy of the N.A. order / Construction Permission are attached herewith as Annexure "A".

D. The Promoters has obtained Commencement Certificate from CIDCO/NAINA vide its letter Sr. No. CIDCO/NAINA/Panvel/Akurli/BP-195/CC/2018/1324. Accordingly, the Promoters are entitled to construct two (02) residential buildings on the said total land utilizing 2655.965 sq. mtrs FSI out of the available 1 FSI on land. The 2655.965 sq. mtrs of FSI is further divided into Two Buildings, Building No.1 consisting of three wings having Stilt plus three (3) upper floors & Building No.2 consisting of two wings consisting of Stilt Plus four (4) upper floors. A copy of Commencement Certificate is appended hereto



F. The Promoter is thereby entitled to construct 2 residential buildings comprising of Building No. 1 having 3 wings of Stilt plus 3 upper floors utilizing 1142.721 sq. mtrs. of FSI and Building No 2 having 2 wings of Stilt plus 4 upper floors utilizing 1494.230 Sq. mtrs. FSI altogether having total of 68 units, utilizing 2655.965 Sq.mtrs. of floor space index (the "said entire project") known as "SHIKARA ORCHID". The said project shall be constructed by utilising 2655.965 sq. mtrs area out of sanctioned area 2718.434 sq. mtrs. The said project is more particularly described in "Schedule-II". The Allottee has seen the

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sanctioned plan of buildings of Stilt + 4 floors. A copy of sanctioned plan and a copy of the proposed plan consisting of all the 2 buildings of Stilt +3 and Stilt +4 upper floors each is appended hereto as "Annexure C (Colly).

G. This Agreement concerned only with Building No. 1 having 3 wings of Stilt plus 3 upper floors utilizing 1142.721 sq. mtrs. of FSI out of the available FSI of 2655.965 sq. mtrs of floor space index (the "said project") known as "SHIKARA ORCHID". The said project is more particularly described in **Schedule-III**.

H. AND WHEREAS the promoter has informed to the Allottee/s that in the said project of the **Shikara Orchid** the Promoter shall construct additional floor to building No 1 consisting of stilt +3 floor by utilising balance FSI of FSI sanctioned and to be sanctioned in future by concern Authority after amendment of plan in due course.

I. The title of the said property has been investigated by **Mr. Shailesh Oswal** Advocate who has issued his certificate in respect thereof as per copy annexed hereto and marked **Annexure "D"**.

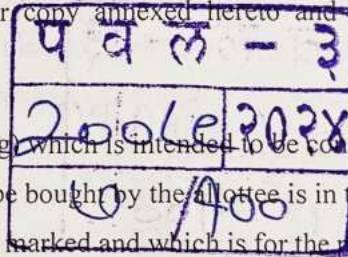
J. The clear block plan showing the project (phase/ wing) which is intended to be constructed and to be sold and the said unit which is intended to be bought by the allottee is in this said project (phase/wing) which is clearly demarcated and marked and which is for the purposes of this agreement the project in which the unit stated that the allottee intends to purchase and the allottee shall have the right to claim the same for is marked as **Annexure "E"**.

K. The promoter has entered into a standard agreement with an Architect registered with the council of Architect and such agreement is as per the agreement prescribed by the council of Architects and structural Engineers for the preparation of the structural design and drawing of the building as well as construction work and the promoter accept the professional supervision of the Architect and the structural engineer till the completion of the building.

L. The Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

M. The Developer has obtained Occupancy Certificate dated **5<sup>th</sup> July 2024** from CIDCO/NAINA vide its letter Sr. No. CIDCO/NAINA/Panvel/Akurli/BP-00195/OC/FULL/2024/0695 for the said project on the said land. A copy of Occupancy Certificate dated **5<sup>th</sup> July 2024** is appended hereto as '**Annexure-F**'.

N. The Promoter has completed all the legal formalities with respect to the right, title and interest in respect of the project land on which the said project is to be constructed. The Promoter herein alone has sole and exclusive right to sell the Apartments in the said project



*Signature*  
साक्षी शिवाजी



to be constructed by the Promoter on the project land and is fully competent to enter into agreement/s with the Allottee/s, lessee, mortgagee, of the Flats and to receive the sale price in respect thereof.

O. **AND WHEREAS** the Allottee has offered to purchase a **Flat bearing No.304** on the **3<sup>rd</sup> floor** (herein after referred to as the said "**Flat**") in the Wing "**A**", in the Building No.01 of the Building called **SHIKARA ORCHID** (herein after referred to as the said "**Building**") being constructed Building No 1 and 2 of the said project, by the Promoter. The said Apartment more particularly describe in the **Schedule IV**.

P. **AND WHEREAS** The Allottee/s herein has demanded from the Promoter and the Promoter has given inspection to the Allottee/s, of all the documents of title relating to the said project described in the Schedule-II hereunder written and also the plans, designs and specifications of the said building prepared by the Architect and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "The said Act") and rules and regulations made there under. After the Allottee/s enquiry, the Promoter herein has requested to the Allottee/s to carry out independent search by appointing his/her/their own attorney/advocate and to ask any queries, he/she/they have regarding the marketable title and rights and authorities of the Promoter. The Allottee/s has/have satisfied himself/herself/themselves in respect of marketable title and rights and authorities of the Promoter herein. That the allottee has given his specific confirmation herein that the responsibility of title of the said land be on the Promoter up and until the conveyance of the said building/phase/ wing and the said land hereunder.

Q. **AND WHEREAS** the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter and 7/12 extract of relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are to be constructed.

R. **AND WHEREAS** while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s/phase shall be granted by the concerned local authority.

S. **AND WHEREAS** the Promoter has in compliance with rules, regulations and restrictions of the concerned local authority which are to be observed and performed by the Promoter while constructing/developing the said project has accordingly commenced construction/development of the same.

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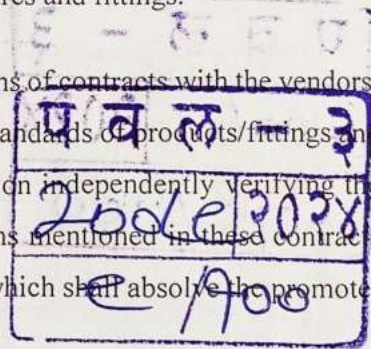


T. **AND WHEREAS** the allottee has agreed to purchase the said unit based on going through all the conditions stated in the sanctioned plans by respective competent authorities and have further confirmed that all such conditions shall be bound and abided by the allottee strictly.

U. **AND WHEREAS** the allottee on confirmation of accepting all the conditions of sanctioned plans by competent authority, has further stated that if any conditions that have been imposed on the said project/ building/ phase/ wing which are contrary to the prevalent laws/ rules/ regulations under which sanctioned plans have been given shall not be binding on the allottee and that the allottee shall not hold the Promoter responsible for the such contrary conditions.

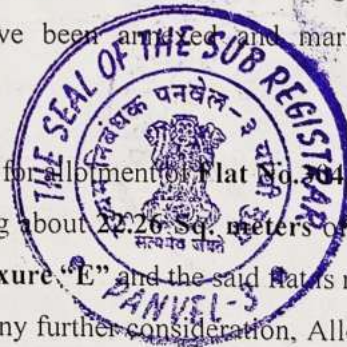
V. **AND WHEREAS** the allottees have independently made himself/herself/ themselves aware about the specifications provided by the promoter and he is aware of the limitations, usage policies and maintenance of the installed items, fixtures and fittings:

W. **AND WHEREAS** the allottee has been shown the conditions of contracts with the vendors/ contractors/ manufacturers and workmanship and quality standards of products/fixtures and fixtures as agreed between promoter and the vendors and on independently verifying the same the allottee has now agreed to the same as conditions mentioned in these contracts and that the allottee agrees to abide by the same failure of which shall absolve the promoter to that extent.




X. **AND WHEREAS**, the Promoter has registered the said project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority under registration no **P52000018510** have been annexed and marked as **Annexure F**.

Y. **WHEREAS**, the Allottee has applied to the Promoters for allotment of Flat No. 304 on 3<sup>rd</sup> floor of wing "A" of Building No.01 of admeasuring about 22.26 Sq. meters of carpet area. A copy of Floor Plan is appended hereto as Annexure "E" and the said flat is marked separately in the floor plan. In addition, and without any further consideration, Allottee is entitled for enclosed balcony of 2.09 Sq. meters, terrace of 4.91 Sq. meters and balcony of 1.91 sq. meters, totally admeasuring about 8.91 sq. meters being ancillary area (the "Additional Area") marked separately in the floor plan appended as Annexure "E". The aggregate of carpet area and additional area is the "Gross Usable Area" totaling to 31.18<sup>7</sup> sq. meters available for use by the Allottee (hereinafter referred to as the said Flat").



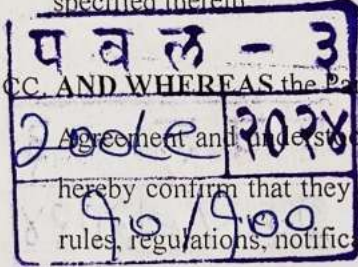
Z. **AND WHEREAS** relying upon the aforesaid application, the Promoter has agreed to allot and sell to the Purchaser/s, the said Flat at the price and on the terms, conditions, covenants stipulations and provisions here in after appearing.

 साजी सधाडी



AA. AND WHEREAS the carpet area of the said Apartment is square meters and "carpet area" means the net usable floor area of an Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Flat.

BB. AND WHEREAS, the Allottee/s prior to execution of these presents has paid to the Promoter a sum of **Rs.5,79,563 /-(Rupees Five Lakh Seventy Nine Thousand Five Hundred and Sixty- Three Only)** being part payment of the sale price of the Apartment agreed to be sold by the Promoter to the Allottee/s as advance payment or deposit (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s has agreed to pay the remaining price of the Apartment as prescribed in the payment plan as may be demanded by the Promoter within the time and the manner specified therein



CC. AND WHEREAS the Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein; The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the said project.

DD. AND WHEREAS the Promoter in compliance of section 13(1) of the Real Estate (Regulation and Development) Act, 2016 is required to execute a written Agreement for sale of the said Apartment in favour of the Allottee/s, being in fact these presents and also to register said agreement for sale under the Registration Act, 1908, the parties hereto are desirous to record writing all the terms and conditions of this transaction and hence this presents



EE. AND WHEREAS this agreement shall remain in force and shall not merge into any other agreement save and except the conveyance deed as stated herein below.

FF. AND WHEREAS this agreement does not preclude, diminish the rights of any financial institutions, fund, registered money lender for which finance has been taken for the project and the same can be claimed by them under the statutory claims and that this does not in any way affect the right of the allotted in respect of his unit in the said project.

GG. AND WHEREAS the Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter and that the allottee has not given any third party any rights to enforce this said agreement unless the said unit is transferred to them.

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NOW THEREFORE, THIS AGREEMENT WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO ASFOLLOWS: -

1. CONSTRUCTION OF THE PROJECT/FLAT-

The Promoter has constructed the said building/s consisting of 2 Wings having Stilt plus 4 upper floors on building Number 02 and consisting of 3 wings having Stilt plus 3 upper floors on building Number 01 in the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

2. CONSIDERATION/PRICE OF THE SAID FLAT: -

2.1 The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee for allotment of **Flat No.304, 3<sup>rd</sup> floor of wing "A" of Building No. 01** of admeasuring about **22.26 Sq. meters** of carpet area. A copy of Floor Plan is appended hereto as Annexure "E" and the said flat is marked separately in the floor plan. In addition, and without any further consideration, Allottee is entitled for enclosed balcony of **2.09 Sq. meters**, terrace of **4.91 Sq. meters** and balcony of **1.91 sq. meters**, totally admeasuring about **8.91 sq. meters** being ancillary area (the "Additional Area") marked separately in the floor plan appended as Annexure "E". The aggregate of carpet area and additional area is the "Gross Usable Area" totaling to **3118 sq. meters** available for use by the Allottee for the sale of the said Flat.

2.2 The total aggregate consideration amount for the Flat **Rs.28,79,563/- (Rupees Twenty-Eight Lakh Seventy Nine Thousand Five Hundred and Sixty- Three Only).**

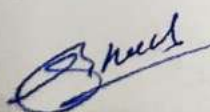
2.3 The Purchasers has paid in advance a sum of **Rs.5,79,563 /-(Rupees Five Lakh Seventy Nine Thousand Five Hundred and Sixty- Three Only))** being part payment in respect of the said Flat. The Purchaser shall pay the remaining balance amount of the sum of **Rs.23,00,000/- (Rupees Twenty- Three Lakh Only)** to the developer within one month of the execution of the said Agreement for Sale.

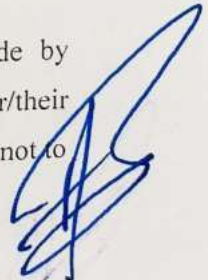
3. MODE OF PAYMENT: -

Subject to the terms of the Agreement, the Allottee shall make all payments on demand by the Promoter, within the stipulated time as mentioned in clause no. 2.2 hereinabove through A/c Payee cheque/demand draft or online payment (as applicable) in favour of **"SHIKARA CONSTRUCTIONS PVT. LTD., SHIKARA ORCHID, COLLECTION ACCOUNT"** payable at Mumbai.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS: -

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

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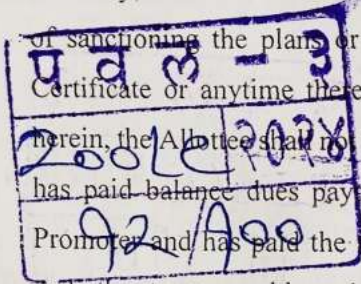


**5. INTEREST ON UNPAID DUE AMOUNT: -**

Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment on the due dates, the Allottee/s shall be bound and liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2% per annum, with monthly rests, on the balance amounts which become due and payable by the Allottee/s to the Promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of delay by the Promoter.

**6. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL/PLANNING AUTHORITY: -**

The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority, state and or Central Government including Environment department at the time of sanctioning the plans or any time thereafter or at the time of granting Completion Certificate or anytime thereafter. Not with standing anything to the contrary contained herein, the Allottee shall not be entitled to claim possession of the said Flat until the allottee has paid balance dues payable under this agreement in respect of the said Flat to the Promoter and has paid the necessary maintenance amount/deposit, GST, service tax, vat and other taxes payable under this agreement of the said Flat to the Promoter.



Howsoever for the purpose of defect liability on towards the Promoter, the date shall be calculated from the date of handing over possession of the said flat to the allottee for fit outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said unit/ building/phase/wing as stated in the said agreement. It is hereby agreed by the allottee that any damage or change done within the unit sold or in the building/ phase/ wing done by him/ them or by any third person on and behalf of the allottee then the allottee expressly absolves the Promoter from the same liability and specifically consents that on such act done, he shall waive his right to enforce the defect liability on and towards the Promoter.



**7. DISCLOSURE AS TO FLOOR SPACE INDEX: -**

(i) The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 2718.434 square meters only and Promoter has planned to utilize Floor Space Index by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has proposed to utilize balance FSI on the project land in the said entire Project and Allottee has agreed to purchase the said Apartment based on the

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proposed construction and sale of Flats to be carried out by the Promoter by utilising the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

(ii) Allottee has seen the Typical Floor Plan, layout plan and Building plan in respect of the construction to be put up on the said plot. Promoter has informed the Allottee and the Allottee is aware that Promoter hereby reserve full right and absolute authorities to utilize the entire FSI, additional FSI, TDR or any incremental FSI / building potential including the full and absolute right to revise the building plan and utilize the balance permissible FSI / TDR available on the said plot by constructing Building as mentioned herein and reserve for further development in accordance with the terms of this Agreement and the Act and Rules of said Real Estate (Regulation and Development) Act, 2016. Further, Promoter shall be entitled to utilize, construct, develop and sell / dispose of the premises so constructed by utilizing such FSI, additional FSI, TDR or any incremental FSI / building potential in such manner and in such phases in accordance with Act and Rules of said Real Estate (Regulation and Development) Act, 2016, even after the Co-operative Housing Society is formed or Deed of Conveyance / Deed of Assignment is executed by the Promoter. For the aforesaid purpose, Promoter shall have the right to make addition, raise storey or to put up additional structure which shall be the Promoter's sole property, which Promoter alone shall be entitled to dispose them off in such a manner and on such terms as Promoter may deem fit and proper and Allottee hereby consent to the same. Promoter shall, after consuming such balance and/or additional FSI / TDR or any incremental FSI / building potential by constructing such permissible tenements on the said plot, be entitled to sell such tenements for such permissible uses, to such persons and for such consideration as they may in their absolute discretion deem fit and proper.

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#### 8. DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE

The Promoter has made full and true disclosure of the title of the said land as well as encumbrances, if any, known to the Promoter in the title report of the said land. The Promoter has also disclosed to the Allottee /s nature of its right, title and interest or right to construct building /s, and also given inspection of all documents to the Allottee /s as required by the law. The Allottee/s having acquainted himself/herself/ themselves with all facts and right of the Promoter and after satisfaction of the same has entered into this Agreement.



#### 9. SPECIFICATIONS AND AMENITIES:-

In the project multi storied buildings/wings has been constructed and considering to maintain the stability of the buildings/wings and internal structures, herein specifically informed by its consultant not to allow any internal changes. As per our policy there shall be no customization permitted inside the said Flat.

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## 10. COMPLIANCE OF LAWS RELATING TO REMITTANCES

10.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to full fill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

10.2 The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Flat applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

## 11. POSSESSION OF THE FLAT: -

11.1 **Schedule for possession of the said FLAT:** -The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. Subject to receipt of full consideration/total price and dues of the Promoter and taxes thereon are paid by the Allottee/s in respect of the said Flat, in terms of these presents.

11.2 **Schedule for possession of the Common amenities:** -The Promoter herein has developed the said land which consists of 2 Buildings having common amenities. The construction/development of the said common amenities will be completed in due course.

11.3 It shall be expressly agreed that wherever it is the responsibility of the allottee to apply and get necessary services the same shall not be undertaken by the promoter and the allottee shall be solely responsible for the same.

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11.4 **Possession by the Allottee** - After handing over physical possession of the said Apartment to the Allottee/s, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottee/s or the competent authority, as the case may be, as per the local laws.

## 12. TERMINATION OF AGREEMENT:-

12.1 Without prejudice to the right of promoter to charge interest as per clause No. 5 on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment reminders, the Promoter shall at his own option, may terminate this Agreement.

12.2 Provided that, Promoter shall give notice of 15 days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

12.3 Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any administrative expenses and/ or any other expenses incurred by the promoter for such unit as requested by the allottee or any other amount which may be payable to Promoter) within a period of 30 days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter and the Promoter herein shall be entitled to deal with the said Flat with any prospective buyer. Delay in issuance of any reminder/s or notices from the promoter shall not be consideration as waiver of Promoter's absolute right to terminate this agreement.

12.4 For whatsoever reason if the Allottee/s herein, without any default or breach on his/her/their part, desire to terminate this agreement/transaction in respect of the said Flat then, the Allottee/s herein shall issue a prior written notice to the Promoter as to the intention of the Purchaser/s and on such receipt of notice the Promoter herein shall be entitled to deal with the said Flat with prospective buyers. After receipt of such notice of intention to terminate this agreement, the Promoter shall issue 15 days' notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the Purchaser/s shall be entitled to receive the refund of consideration, subject to terms of this agreement.

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12.5 It is specifically agreed between the parties hereto that, if the transaction in respect of the said Flat between the Promoter and Allottee/s herein terminated as stated in sub-para 12.1 and 12.2 herein above written then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee / s herein, in respect of the said Flat, shall stands automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.

### 13. DEFECT LIABILITY

13.1 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost such defects shall be rectified by the promoter at his own cost. Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said Flat of phase/ wing and in specific the structure of the said unit/ wing/ phase of the said building which shall include but not limit to columns, beams etc. or in the fittings in the particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of Flat by the Occupants, vagaries of nature etc.

13.2 That it shall be the responsibility of the allottee to maintain his unit in a proper manner and take all care as needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage.

13.3 Further where the manufacturer warranty as shown by the Promoter to the allottee ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/wing, and if the annual maintenance contracts are not done/renewed by the allottee/s the promoter shall not be responsible for any defects occurring due to the same.

13.4 That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/ manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the flats and the common project amenities wherever applicable.

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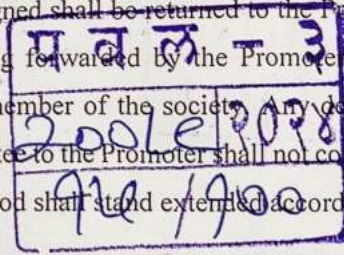


13.5 That the allottee has been made aware and that the allottee expressly agrees that the regular wear and tear of the unit/ building/ phase/ wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

13.6 It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/phase/ wing and in the work man ship executed keeping in mind the aforesaid agreed clauses of this agreement.

#### 14. FORMATION OF ORGANISATION OF APARTMENT HOLDERS:-

14.1 The Promoter shall apply for the formation and registration of a Society (the "said society") within the prescribed time limit under the MAHA RERA. The Allottee shall for this purpose from time-to-time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of said society and for the becoming a member, including the bye-laws of the said society. These documents duly filled in and signed shall be returned to the Promoter within seven (07) working days of the same being forwarded by the Promoter to the Allottee, so as to enable Allottee to become a member of the society. Any delays in signing and handing over of documents by the Allottee to the Promoter shall not constitute default of the Promoter and the prescribed time period shall stand extended accordingly.



14.2 The Allottee shall be expelled from the said society if the Allottee defaults in making timely payments or violates this deed in any manner. For such expulsion the termination letter from Promoter shall be sufficient document.

#### 15. CONVEYANCE OF THE SAID LAND

15.1 The Promoter shall within 12 (months) of the formation of said society from the date of receipt of complete amount of the said consideration and upon the receipt of the occupancy certificate cause to handover the building in the favour of the said society.



15.2 The Promoter shall convey the said land to the society within 24 (months) of the last building receiving the Occupancy Certificate after the completion of all the buildings.

15.3 The amenities of the said entire project shall be conveyed to society at the time of conveyance of said total land. The Allottee shall not raise any claim for the use of amenities till said total land is conveyed to society, although the Promoter may at his discretion allow the use of amenities to Allottee prior to such conveyance.

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15.4 The charges, costs expenses for conveyance of said total land shall be borne by the society and/or Allottee in proportion to his gross usable area and that the society/Allottee shall come forward to accept conveyance of the said total land in the name of the society formed within three (03) months from the date of intimation by the Promoter. This amount is not included in agreement value and shall be calculated and informed to the members of the society after Occupancy certificate.

#### 16. PAYMENT OF TAXES, OUTGOINGS, ETC: -

16.1 The Purchaser/s/ Allottee/s herein is well aware that, the State Government of Maharashtra has imposed GST on the agreed consideration, for the transaction for sale of Flat by the Promoter to the Allottee of the Flats and as per the aforesaid act responsibility to pay the aforesaid tax from time to time and hence it is agreed between the parties hereto that, the Allottee/s herein shall bear and pay the aforesaid tax amount on or about execution of this present or as becomes applicable from time to time for this transaction, to the Promoter herein to enable the Promoter to deposit / pay the same to the Government of Maharashtra.

16.2 If at any time, after execution of this agreement, GST, etc. is imposed/increased under respective statute by the central and state government respectively and further at any time

before or after execution of this agreement any additional taxes/ duty/ charges/ premium/ cess/ surcharge etc., by whatever name called, is levied or recovered or becomes payable

under any statute/rule /regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, on the said Flat or this agreement or the transaction herein, shall exclusively be paid/borne by the Allottee/s.

The Allottee/s hereby, always indemnifies the Promoter from all such levies, cost and consequences. Provided that the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc have been imposed or become effective;

16.3 The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society, as the case may be.

16.4 Notwithstanding anything contents stated herein above, the liability to pay the aforesaid taxes, outgoings, other charges etc. will be always on Allottee/s of the said Flat and if for whatsoever reason respective Recovering Authority got recovered the same from the Promoter in such circumstances the Promoter herein shall be entitled to recover the same from the Allottee/s along with interests and Allottee/s herein shall pay the same to the

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Promoter within stipulated period as may be informed by the Promoter to the Allottee/s in writing. It is further specifically agreed that, aforesaid encumbrance shall be on said Flat being first encumbrance of the Promoter. The Allottee/s herein with due-diligence has accepted the aforesaid condition.

**17. ALLOTTEE'S RESPONSIBILITY: -**

The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:-

- i) Charges for share of Society application entrance fee of the Society.
- ii) Charges for formation and registration of the Society.
- iii) Charges for proportionate share of taxes and other charges/levies in respect of the Society.
- iv) Charges/ Deposit towards provisional monthly contribution towards outgoings of Society.
- v) Charges/ Deposit towards Water, Electric, and other utility and services connection charges, Development Charges.
- vi) Charges/ Deposit towards Electrical receiving Substation/ Transformer if provide in layout.

**18. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:-**

The Promoter hereby represents and warrants to the Allottee as follows:

- (a) The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- (b) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- (c) There are no encumbrances upon the project land of the Project except those disclosed in the title report;
- (d) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- (e) All drawings, sale plans, other drawings are as given to the Promoter by the appointed Architect, Structural Consultants, other consultants, the Promoter has thus disclosed the same to the allottee and the allottee is aware that professional liability have been undertaken by them individually with the Promoter which shall prevail on these consultants individually or cumulatively if there is any loss/ harm is caused to the allottee and based on these said details of the drawings and the calculations and areas shown, the allottee has agreed to take the said unit.
- (f) All approvals, licenses and permits issued by the competent authorities with respect

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to the Project, and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

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

(h) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement /arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;

(i) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;

(j) At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

(k) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

(l) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

(m) That the Promoter would be entitled to put up sign boards, signage's, neon sign boards displaying its name in any part of the project like terrace, common area and garden etc. The said board would be maintained by the Promoter at its own cost. The Allottee shall not raise any objection to said boards or create any nuisance or hurdle in putting and maintaining said boards.

#### 19. DECLARATION BY ALLOTTEE:

Allottee hereby declares as follows:

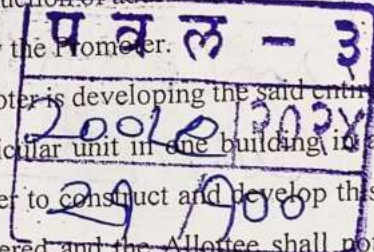
(a) Allottee has verified the documents including title search report and is satisfied that the Promoter has absolute, clear, developable and marketable title to the said land

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so as to enable it to convey the said land/said total land to the said society/condominium/confederation.

- (b) Allottee is eligible and entitled to Purchase the said unit and Allottee hereby assure, undertake and guarantee that the Allottee shall use the said unit or any part thereof or permit the same to be used for purpose of permitted use. Allottee shall neither claim any exclusive right, title or interest on its proportionate share of undivided common space & amenities provided by the Promoter or claim any division or sub division of such common area.
- (c) If Allottee wishes to make a site visit before possession, prior written permission from Promoter is necessary.
- (d) Allottee shall make timely payment of the demand raised by Promoter. In case of default in payment, the Allottee shall remedy the default within the period prescribed in this agreement. The Allottee shall not object to the cancellation of this agreement if the default continues.
- (e) Allottee has perused the revised provisional plan of 4 floors and the Allottee has no objection against the Promoter for obtaining revised commencement certificate utilizing the extended and additional FSI and construction of additional 1 floor over the present sanctioned 3 floors on Building No.1 by the Promoter.
- (f) The Allottee understands and accepts that the Promoter is developing the said entire project in Buildings. This agreement is for a particular unit in one building in a particular Building No.1 The right of the Promoter to construct and develop this Buildings and all other Buildings remains unhindered and the Allottee shall not claim exclusive right, title and interest in any portion of the land or any Buildings or constructed / under construction area or amenity space or the FSI on the said total land in the said entire project till the completion of all Buildings and conveyance of the said land to the confederation of the societies.
- (g) The Allottee shall obtain "No Objection Certificate" and "No Objection Certificate" from Promoter to transfer the right, title and interest in respect of the said unit to third party during course of construction of said project or before possession of said unit to Allottee whichever is later. Without obtaining the said certificates any document executed by Allottees in the name of third party shall be treated as 'void-ab-initio'.
- (h) The Allottee shall not put adverse and derogatory news, material and opinion on the media in any form or manner about the project or the promoters. Any default by the allottee would be treated as breach of contract and promoter would be entitled to claim cost and compensation and cancellation of this agreement coupled by forfeiture of advance given by the allottee.
- (i) That the allottees are made aware and expressly agree herein that where the project is out of water supply zone of the local authority and there is likely to be low water supply from local authority and the allottee shall to pay for the water charges either



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by tanker or any other form. However, the Promoter shall provide common Bore well for daily water requirement in the society.

**20. COVENANTS AS TO USE OF SAID FLAT: -**

The Allottee/s or himself/themselves with intention to bring all persons into whosever hands the Apartment may come, hereby covenants with the Promoter as follows for the said Apartment and also the said project in which the said Apartment is situated.

a. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

b. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

c. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

d. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drain sand pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support

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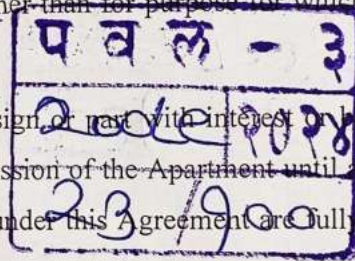


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shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardi or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society.

- e. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- f. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- g. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- h. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- i. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and of the public bodies. The Allottee shall also observe and perform all the stipulation sand conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- j. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.



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k. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project or any part thereof to view and examine the state and condition thereof.

1. That nothing herein contained shall construe as entitling the allottee any right on any of the adjoining, neighboring or the remaining buildings/ common areas, etc. of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the allottee to the Promoter in this regard.

**21. NAME OF THE PROJECT/ BUILDING/S /WING/S: -**

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein has decided to have the name of the Project "SHIKARA ORCHID" and building will be denoted by letters or name "SHIKARA ORCHID" or as decided by the promoter and further erect or affix Promoter's name board at suitable places as decided by the Promoter herein on a building and at the entrances of the scheme. The Allottees/s in the said project/building/s or proposed organisation are not entitled to change the aforesaid project name and remove or alter Promoter's name/board in any circumstances. This condition is essential condition of this Agreement.

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**22. ENTIRE AGREEMENT AND RIGHT TO AMEND: -**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, in any letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat. This agreement may only be amended through written consent of the Parties.



**23. SEPARATE ACCOUNT FOR SUMS RECEIVED: -**

The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottees towards total price/consideration of the said Flat and as advance or deposit, sums received on account of the share capital for the formation of the Co-operative Society or a Company or any such legal entity/organisation that may be formed, towards the out goings, legal charges etc.

Provided that the Promoter shall be allowed to withdraw the sums received from the Allottee/s and utilise the same as contemplated and permitted under the said act and rules and regulations made there under.

**24. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES: -**

The Allottee hereby agrees to purchase the Apartment on the specific understanding that his/

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her right is to only to the use and unless specifically allotted/ given vide (limited) common areas/ facilities, the use of the common areas / amenities shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the Society / association of allottees and performance by the Allottee of all his/ her obligations in respect of the terms and conditions specified by the Society.

**25. MEASUREMENT OF THE CARPET AREA OF THE SAID APARTMENT: -**

The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Architect of the project. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in clause 2 of this Agreement. That in such a case, the parties hereto agree that a nominated surveyor / architect as an expert be appointed mutually to take his expert opinion of measuring the said unit and submitting the said details.

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**26. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES: -**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said project shall equally be applicable to and enforceable against any subsequent Allottees of the Flat in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

**27. REGISTRATION OF THIS AGREEMENT: -**

The Promoter herein shall present this Agreement as well as the conveyance at the proper registration office for registration within the time limit prescribed by the Registration Act and the Allottee/s will attend such office and admit execution thereof, on receiving the written intimation from the Promoter.



**28. PAYMENT OF STAMP DUTY, REGISTRATION FEE & LEGAL CHARGES: -**

The Allottee/s herein shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this agreement and all other agreements or any final conveyance deed which is to be executed by the Promoter in favour of Association/Society i.e., organization as may be formed in which the Allottee/s will be the member. The Allottee shall also pay to the Promoter for all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in

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connection with formation of the said Society and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

## 29. WAIVER NOT A LIMITATION TO ENFORCE

29.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

## 30. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

## 31. PLACE OF EXECUTION

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

## 32. NOTICES

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

**Name of the Allottee/s: MR. SATISH VASANT GHADI &  
MRS. SAKSHI SATISH GHADI**

**Address: Room no. 10 Shri Krishna Chawl, Maharashtra Nagar No.1 Y.C Marg,  
Mankhurd, Mumbai- 400088**

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Email ID: [ghadisatish80@gmail.com](mailto:ghadisatish80@gmail.com)

Contact No: +91 9869410875.

Name of Promoter: M/s Shikara Constructions Pvt. Ltd.

Address: 204, Bezzola Complex, Opp. Suman Nagar, Sion Trombay Road, Chembur, Mumbai 400 071.

Email ID: [info@shikaraconstructions.com](mailto:info@shikaraconstructions.com)

Contact No: 022-42250059.

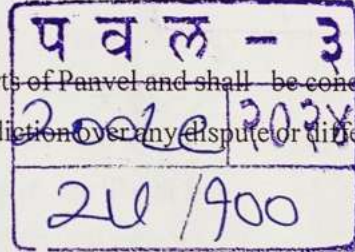
It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the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

### 33. JOINT ALLOTTEES

That in case there are Joint Allottees, they shall be considered as joint and severable allottees for the purpose of these clauses in the agreement and all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

### 34. GOVERNING LAW

This Agreement is subject to the jurisdiction of the Courts of Panvel and shall be conducted in English language and no other Courts shall have jurisdiction over any dispute or difference arising hereunder.



### 35. DISPUTE RESOLUTION

All the disputes and differences between the parties hereto in connection with this Agreement and/or these presents and/or with regard to the Interpretation of the provisions hereof or any account to be made hereunder or as to any other matter in any way relating to or touching or concerning arising under this Agreement or any part thereof or otherwise howsoever affecting the parties hereto shall be referred to the arbitration of a sole arbitrator to be appointed by the Promoter and such arbitration shall be in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any other statutory modification or re-enactment thereof for the time being in force. Such Arbitration shall be held in Mumbai and shall be conducted only in English language, the judgment passed by the sole arbitrator shall be binding on the Flat Purchaser/s/Allottee/s and Builder/Owner/Promoter.



The Flat Allottee/s purchaser/s declared and confirmed that the copy of this Agreement was placed before them and they have read over and explained the contents of this agreement in Marathi/Hindi and in their vernacular language by him/them and they have understood the same, and the same is acceptable to them and binding upon them and their legal heirs. This agreement reflects the true and correct understanding arrived at between the flat Allottee/s purchaser/s and the Builder/Owner/Promoter.

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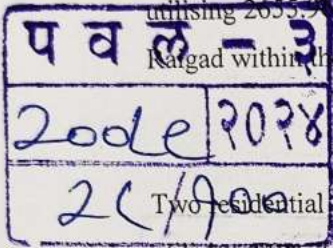
### SCHEDULE I

All the pieces and parcel of land bearing Survey No. 21 Hissa No.0, approximately admeasuring 3160 sq. mtrs lying, situate at Village Akurli, Taluka Panvel, District Raigad, Maharashtra 410206 within the Jurisdiction of Joint Sub Registrar of Assurance at Panvel.

North : Gut No. 20  
South : Gut No. 24  
East : Gut No. 28, 29  
West : Gut No.22

### SCHEDULE II

All the pieces and parcel of land bearing Survey No. 21 Hissa No.0, having 2 buildings utilising 2655.95 sq. mtrs of FSI lying, situate at Village Akurli, Taluka Panvel, District Raigad within the Jurisdiction of Joint Sub Registrar of Assurance at Panvel



### SCHEDULE III

Two residential Buildings namely Building No.1 of Stilt + 3 upper floors having 3 Wings utilising FSI admeasuring 1142.721 Sq. Mtrs, wherein Building No.2 of Stilt + 4 upper floors having 2 Wings Utilising FSI admeasuring 1494.230 sq. mtrs known as "SHIKARA ORCHID" on the land bearing Survey no. 21 Hissa No. 0 admeasuring about 3160 sq. mtrs situated at village Akurli in Taluka - Panvel of District - Raigad and within the registration District Raigad bounded as under:



North : Gut No. 20  
South : Gut No. 24  
East : Gut No. 28, 29  
West : Gut No.22

### SCHEDULE IV

Flat No. 304, on 3<sup>rd</sup> floor in wing "A" of Building No. 01 of admeasuring about 22.26 Sq. mtr of carpet area in the project "Shikara Orchid" situated at Village Akurli, Taluka Panvel, District Raigad and within the registration District Raigad.

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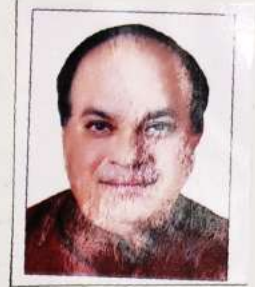


SIGNED, SEALED AND DELIVERED )

By the within named THE PROMOTER

SHIKARA CONSTRUCTIONS PVT. LTD.

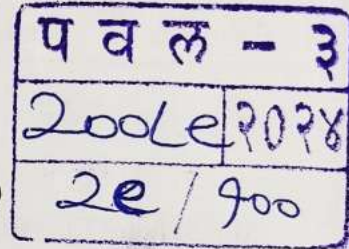
its Managing Director Mr. ASHOK. B MEHRA



in the presence of .....

1. Sandesh Bhopi Bhopi

2. Sagar Pawar SAR



SIGNED, AND DELIVERED )

By the within named THE ALLOTTEES

MR. SATISH VASANT GHADI



MRS. SAKSHI SATISH GHADI

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In the presence of .....

1. Sandesh Bhopi Bhopi

2. Sagar Pawar SAR






# RECEIPT

Received from MR. SATISH VASANT GHADI & MRS. SAKSHI SATISH GHADI both are residing at Room no. 10 Shri krishna Chawl, Maharashtra Nagar No. 1 Y.C Marg, Mankhurd, Mumbai- 400088 an amount of Rs.5,79,563 /-(Rupees Five Lakh Seventy Nine Thousand Five Hundred and Sixty- Three Only) being the Part Payment towards consideration of Flat No. 304, on 3<sup>rd</sup> Floor, Wing-A, Building No. 01 in the building known as SHIKARA ORCHID, Survey No 21, Hissa No. 0, Village Akurli, Taluka Panvel, District Raigad, Maharashtra 410206.

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2006/2028  
30/900

Date	RTGS NO./ Cheque No.	Bank & Branch Name	Amount
16/08/2024	280943	Central Bank Of India	Rs.2,78,816 /-
31/08/2024	280948	Central Bank Of India	Rs.3,00,747/-
Total			Rs.5,79,563 /-

M/s. Shikara Constructions Pvt. Ltd.

  
Mr. Ashok Mishra  
Managing Director

Date:

Place: Panvel

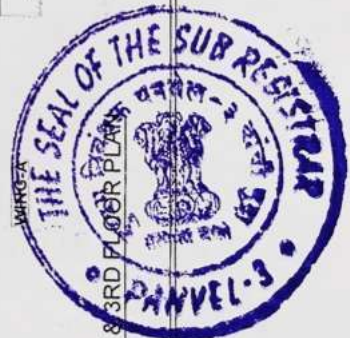




# FLAT 1A-304



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TYPICAL 1ST & 3RD FLOOR PLAN

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*[Signature]*



SHAILESH R. OSWAL

B. Com., LL.B.

ADVOCATE

Off:- 101, 1<sup>st</sup> Floor, Virupaksha Plaza, Above Cambridge Shop, Near Virupaksha Mandir, Shivaji Road, Panvel - 410 206, Tel:- (O) 02227468957, (M) 9324058969, Reg. No. MAH-1525 - 1993

Ref. No. :-

Date :- 05/12/2020

TO WHOM SOEVER IT MAY CONCERN

SEARCH AND TITLE REPORT

**Sub :- Search & Title certificate report with Respect to property bearing Survey No. 21, Hissa No. 0, area admeasuring about 0 Hector 31 Aar 60 Point, Aakar in Rupees 06=87, situated at Village - Akurli, Taluka Panvel, District Raigad.**

TO WHOMSOEVER IT MAY CONCERN

1) INSTRUCTION :

I have been asked by SHIKARA CONSTRUCTIONS PVT. LTD., through its Director M. Ashok Bansiram Mehra, Office address at 204, Bezzola Complex, Opp.- Suman Nagar, Sion Trombay Road, Chembur, Mumbai - 71, I have taken search in respect of the above mentioned property, which is described as follows.

2) PROPERTY DESCRIPTION :-

All that pieces and parcel of land situated, lying at village Akurli, Taluka & Sub-Division of Raigad in the registration District of Raigad, and within the jurisdiction of Sub-Registrar of Assurance at Panvel and within the limit of Raigad Zilla Parishad as described in the revenue record as under :-

Survey/Gut No.	Hissa No.	Area in H-R-P	Assessment
21	0	0-31-60	6=87

(hereinafter referred to as the "Said Property")

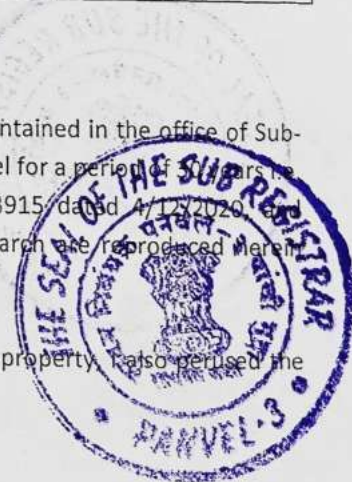
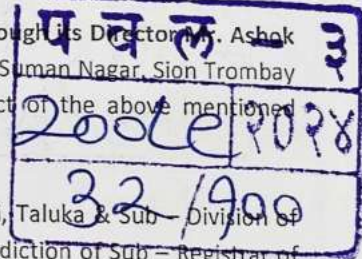
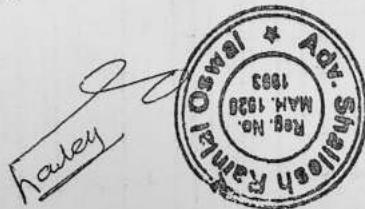
3) SEARCH :

Accordingly, I have carried out search of the Index No. II as maintained in the office of Sub-Registrar of Assurances at Panvel Registrar of Assurance of Panvel for a period of 30 years i.e. from 1/1/1991 to 30/11/2020, vide Receipt No. 13909 & 13915 dated 4/12/2020. revenue record with respect to the said property. Note of search are reproduced herein below.

4) DOCUMENTS :

For the purpose of investigation of title and search of the said property, I also perused the following documents :

- 7/12 extract.
- Mutation entries.



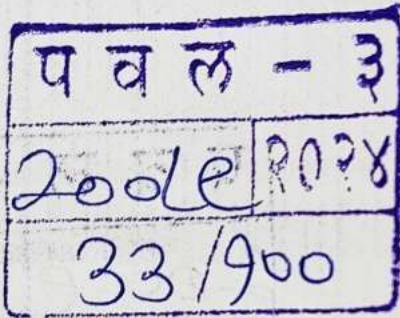


5) CONCLUSION :  
On the basis of the perusal of the documents referred to above, the information collected by me as has been mentioned above, so also incidents pointed out as above, I am of the opinion that,

- i) That said land is stand in name of Shikara Construction Pvt. Ltd. Through its Director Mr. Ashok Bansiram Mehra
- ii) That title of Shikara Construction Pvt. Ltd. Through its Director Mr. Ashok Bansiram Mehra over the said property is legal, clear and marketable.

6) CERTIFICATE OF TITLE :  
On the basis of the above discussion and search carried out by me I certify that title of Shikara Construction Pvt. Ltd., is legal, clear and marketable.

Search receipts dated 4/12/2020 is annexed herewith



*havel*



(Mr. Shailesh Ramlal Oswal)  
Advocate





SHAILESH R. OSWAL

B. Com., LL.B.

ADVOCATE

Off:- 101, 1<sup>st</sup> Floor, Virupaksha Plaza, Above Cambridge Shop, Near Virupaksha Mandir, Shivaji Road, Panvel - 410 206, Tel:- (O) 02227468957, (M) 9324058969, Reg. No. MAH-1525 - 1993

Ref. No. :-

Date :- 05/12/2020

NOTES OF SEARCH REPORT

TO WHOMSOEVER IT MAY CONCERN

I was instructed by M/s. SHIKARA CONSTRUCTIONS PVT. LTD., Director Mr. Ashok Bansiram Mehra, Office address at 204, Bezzola Complex, Opp.- Suman Nagar, Sion Trombay Road, Chembur, Mumbai - 71, to issue Search Report with respect to the Property bearing Survey No. 21, Hissa No. 0, area admeasuring about 0 Hector 31 Aar 60 Point, Aakar in Rupees 6=87, situated at Village - Aakurli, Taluka - Panvel, District - Raigad taken from the record of Index II register for the period 1991 to 30/11/2020 maintained by the Registrar Office Alibaug and Joint Sub-Registrar Office, Panvel-1, 2, 3, 4, and 5.

The detail notes of search report from Panvel - 1 office is as follows:-

Year	Description
1991	completely damaged not able to read.
1992	No entry is found.
1993	book is in torn condition, no entry is found of Village Adai.
1994	completely damaged not able to read.
1995	No entry is found.
1996	Index II register is completely damaged condition not able to read.
1997	completely damaged not able to read.
1998	completely damaged not able to read.
1999	completely damaged not able to read.
1999	No entry is found.
2000	No entry is found.
2001	no entry is found.
2001	completed for the year 1984 - 1989 no entry found.
2002	No entry is found.
2003	completed for the year 1984 - 1989 no entry found.
2004	No entry is found.
2005	No entry is found.
2006	No entry is found.
2006	No entry is found.
2007	no entry is found.
2008	no entry is found.
2009	no entry is found.



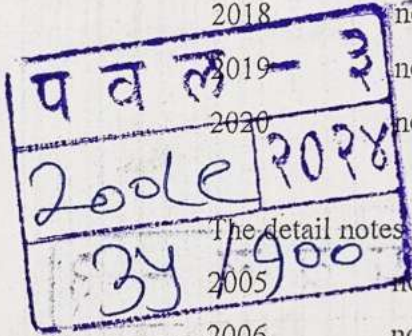
Handwritten signature in blue ink.



2010 no entry is found.  
2011 no entry is found.  
2012 No entry is found.  
2013 Vishal Dattu Bhopi purchased the said property from Vishal Datta

Bhopi and Sadu Panga Bhopi vide sale deed dated 12th day of April, 2013, which is registered with joint sub-registrar office Panvel 1 under Document Serial No. PVL1 - 03908 - 2013.

2014 no entry is found  
2015 no entry is found.  
2016 no entry is found.  
2017 No entry is found  
2018 no entry is found.



2019 no entry is found.  
2020 no entry is found.

The detail notes of search report from Panvel - 2 is as follows:-

2005 no entry is found.  
2006 no entry is found.  
2007 no entry is found.  
2008 no entry is found.  
2009 no entry is found.  
2010 no entry is found.  
2011 no entry is found.  
2012 no entry is found.  
2013 no entry is found.  
2014 no entry is found.  
2015 no entry is found.  
2016 no entry is found.  
2017 No entry is found  
2018 no entry is found.  
2019 no entry is found.  
2020 no entry is found.



The detail notes of search report from Panvel-3 office is as follows:-

2005 to 2020 no entry is found.



*Handwritten signature: Hales*



# SHAILESH R. OSWAL

B. Com., LL.B.

## ADVOCATE

Off:- 101, 1<sup>st</sup> Floor, Virupaksha Plaza, Above Cambridge Shop, Near Virupaksha Mandir, Shivaji Road, Panvel - 410 206, Tel:- (O) 02227468957, (M) 9324058969, Reg. No. MAH-1525 - 1993

The detail notes of search report from Panvel-4 office is as follows:-

2012 to 2013 no entry is found.

2014 ; Sale deed dated 24/7/2014 is executed by and between Mr. Ashok Bansiram Mehra and Mr. Vishal Datta Bhopi therein referred to as "Purchasers" and Mr. Ramdas Balu Bhopi, Krishna Balu Bhopi and Yamuna Govind Patil therein referred to as "Vendors" and Baliram Ramdas Bhopi, Vilas Ramdas Bhopi, Sanjay Krishna Bhopi, Sagar Krishna Bhopi, Ananta Govind Patil, Sunil Govind Patil and Sadu Panga Bhopi therein referred to as "Confirming Party", the said sale deed is registered with joint sub-registrar of assurance Panvel-4, under Document Serial No. PVL4 - 7670 - 2014.

2015 ; No entry is found

2016 ; Sale deed executed between Mr. Ashok Bansiram Mehra and Vishal Datta Bhopi therein referred to as "Vendors" and Shikara Constructions Pvt. Ltd., through its Director Mr. Ashok B. Mehra therein referred to as "Purchaser", the said sale deed is registered with joint sub-registrar of assurance Panvel-4, under Document Serial No. PVL4 - 9458 - 2016, dated 2/11/2016.

2017 No entry is found

2018 no entry is found.

2019 no entry is found.

2020 no entry is found.

The detail notes of search report from Panvel-5 office is as follows:-

2013 to 2020 no entry is found.



(S.R.OSWAL)

Advocate

Search Application No. 1041/2020,  
Receipt No. 13909 & 13915, dated 04/12/2020





# Maharashtra Real Estate Regulatory Authority

## CERTIFICATE FOR EXTENSION OF REGISTRATION OF PROJECT FORM 'F'

[See rule 7(2)]

This extension of registration is granted under section 6/7 of the Act, to the following project: *Project: Shikara Orchid Plot Bearing / CTS / Survey / Final Plot No.: Survey no. 21/0 at Akurli, Panvel, Raigarh, 410206* registered with the regulatory authority vide project registration certificate bearing No P52000018510 of

1. **Shikara Constructions Pvt. Ltd.** having its registered office / principal place of business at *Tehsil: Kurla, District: Mumbai Suburban, Pin: 400071.*

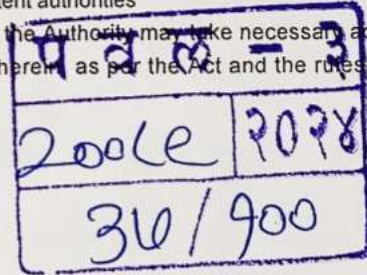
2. This renewal of registration is granted subject to the following conditions, namely:-

- 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 (2) 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 me/promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

- The registration shall be valid up to 29/01/2025 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 6/7 of the Act read with rule 7 the Act.
- 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
- 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.



Dated: 21/05/2024

Place: Mumbai

Signature valid  
Digitally Signed by  
Dr. Vasant Prasad Prabhakar  
Signature (Secretary, Maharashtra Real Estate Regulatory Authority)  
Date: 21/05/2024  
Maharashtra Real Estate Regulatory Authority





**Certificate No:** CIDCO/NAINA/Panvel/Akurli/BP-00195/OC/Full/2024/0695

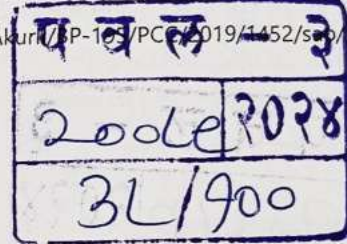
**Dated:** 05 Jul 2024

**OCCUPANCY CERTIFICATE**

To,  
M/S Shikara Constructions Pvt. Ltd.  
Maharashtra Mumbai

**Sub :** Grant of Full Occupancy Certificate (OC) for building on land bearing survey No. :  
21/0 of Village : Akurli , Taluka : Panvel , Dist. : Raigad.

- Ref :** 1.Your application No CIDCO/NAINA/BP-00195/2018 dated 26 Nov 2020  
2. File No CIDCO/NAINA/BP-00195/2018  
3. Joint Site Inspection dated 24 Jun 2024  
4. Application through NIAMS for Occupancy Certificate dated 27/05/2024 (Hard copy received on 30/05/2024)  
5. CC Granted vide letter No. CIDCO/NAINA/Panvel/Akurli/BP-195/ CC/2018/ 1323 dated 26/02/2018  
6. Plinth certificate issued vide letter no. CIDCO/NAINA/ Panvel/ Akurli/BP-105/PC/2019/1452/so/1598 dated 29/11/2019  
7. 7/12 extract for G. No. 21/0 dated 08/05/2024  
8. NA TILR plan from land records  
9. Architect's building completion certificate dated 08/05/2024  
10. Structural Engineer building completion certificate and structural stability certificate dated by Yateesh Tare 11/03/2024  
11. Earthquake stability certificate from Structural engineer dated 11/03/2024  
12. Compliance of the conditions mentioned in the commencement certificate submitted by Architect dated 20/6/2024  
13. Water supply NOC issued by Senior Geologist; Alibag Raigad regarding Availability & portability of water dated 16/07/2015 & Water taste report dated 29/05/2024  
14. Plumbing works completion certificate by Licensed Plumber Bharat Dave dated 23/05/2024







CITY & INDUSTRIAL DEVELOPMENT  
CORPORATION OF MAHARASHTRA LIMITED  
GOVERNMENT OF MAHARASHTRA (UNDER TAKING)

# Navi Mumbai Airport Influence Notified Area (NAINA)

Certificate No: CIDCO/NAINA/Panvel/Akurli/BP-00195/OC/Full/2024/0695

Dated: 05 Jul 2024

15. License for Working of the lift by Chief Electric inspector dated 07/03/2024 for Building 1 & 2

16. Technical estimate sanction for providing fresh LTPS connection dated 14/09/2020 by Executive engineer Panvel, urban Division and paid electricity bill dated 03/2024

17. Registered lease deed between MSEDCL & M/s Shikara Const. Pvt. Ltd. dated 19/12/2023

18. Revised NOC from Airport Authority of India for height clearance vide no. Navi/WEST/B/011721/522513 dated 22/02/2021

19. Height verification NOC from NMIAL vide NMIAL/NAINA/Ht.NOC/ GEN/958 dated 01/07/2024

20. Site Verification report by the Empaneled Surveyors "7/12 solution for Top elevation of Building dt. 10/05/2024

21. Site visit report dated 21/06/2024

22. Receipts of all payments made towards various charges at the time of CC.

23. As built drawings

24. Site photograph

25. Deviation letter submitted by Architect dated 24/06/2024

26. paid challn via AD-HOC NIAMS dtd. 5/7/2024



Signature valid

Digitally signed by SWATI PUNDALIK POLKAR  
Date: 05 Jul 2024 17:53:45  
Organization: NAINA Integrated Approval Management System  
Designation: Associate Planner



## Navi Mumbai Airport Influence Notified Area (NAINA)

**Certificate No:** CIDCO/NAINA/Panvel/Akurli/BP-00195/OC/Full/2024/0695

**Dated:** 05 Jul 2024

Sir/ Madam,

The Full development work / erection re-erection / or alteration in of building/ part floor no. G+4 Building No. / Name : BUILDING 1, BUILDING 2 Plot. No / Survey No / Assessment No. 21/0 , situated at mauje Akurli, Taluka Panvel , Dist- Raigad has been completed under the supervision of NEHA JAIN License No. CA/2008/43603.

The construction of tenements pertaining to full / Part occupancy has been carried out in accordance with the as built plans submitted by the architect and the conditions stipulated in the Commencement Certificate referred above and permitted to be occupied subject to the following conditions:

1.This certificate of occupancy is issued only in respect of following building (details given below) for Full occupancy :

Area of plot = 2718.434 sq.m. Proposed Built up Area = 2655.965 sq.m. No. of units = 68 nos.

2.This permission is issued without prejudice to action, if any under MR&TP Act, 1966.

3.This Occupancy Certificate is to be read along with the accompanying drawings bearing No.CIDCO/NAINA/Panvel/Akurli/BP-00195/OC/Full/2024/0695 dated 05 Jul 2024

4.You shall carry out Structural Audit of this building from Structural Engineer after every 5 years from the date of Occupancy Certificate granted and submit the copy of Structural Audit to this office for the record.

5.You shall maintain the planted trees & developed RG as demarcated in the drawings.

6.You shall make arrangement of sufficient quantity of potable water and continuous supply of electricity to prospective residents of the building.

7.The Stilt, Balconies, Terrace and other components shall be used for the intended purpose only.

8.Provision of infrastructure by CIDCO cannot be made immediately. Till such time, it shall be responsibility of the applicant to make arrangement of all infrastructure including disposal of sewage, solid waste etc. at his own cost.

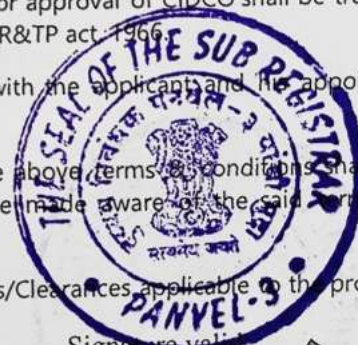
9.Any alteration/addition or change in user in future carried out without prior approval of CIDCO shall be treated as unauthorized and liable for actions mentioned under section 53 of the MR&TP act, 1966.

10.The responsibility of authenticity of the submitted documents vests with the applicant and the appointed licensed Architect.

11.If the said premise is to be transferred to the registered society, the above terms & conditions shall be incorporated in the Conveyance Deed and the society members shall be made aware of the said terms & conditions at the time of execution of Conveyance Deed.

12.In the event of breach of any of above conditions, or conditions of NOCs/Clearances applicable to the project,

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2008/2024  
80/1900



Signature valid

Digitally signed by SWATI PUNDLIK POLKAR  
Date: 05 Jul 2024 17:53:45  
Organization :NAINA Integrated Approval Management System  
Designation :Associate Planner



**Dated :** 05 Jul 2024

**Certificate No:** CIDCO/NAINA/Panvel/Akurli/BP-00195/OC/Full/2024/0695

this OC shall stand cancelled.

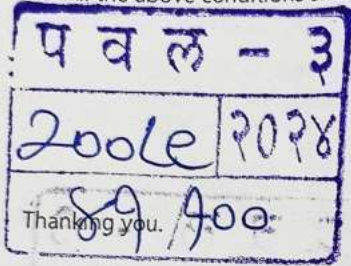
13. All the conditions mentioned in Commencement Certificate referred above, shall be binding on you.

**Additional Conditions :**

14. Conditions, which are mentioned in previous approvals like CC/ACC/PCC/Part OC, will be binding on you.

15. This Occupancy Certificate is granted on the basis of as built drawings submitted by architect. Hence, security deposit paid at the time of granting Commencement Certificate shall stand forfeited.

16. All the above conditions shall be binding on you, your heirs and successors.



**Yours Faithfully**

**CC To. NEHA JAIN**

1. The District Collector, Office of the Collector, Revenue Dept, Near Hirakot Lake, Alibag, Dist-Raigad 402201

2. The MSED Co. Ltd. Executive Engineer, M.S.E.D.Co Ltd, Panvel Urban Dn. Panvel-410206

3. Dy Superintendent of Land Records, CIDCO samaj mandir, ground floor, Sector-18, Besides Bathiya School, NewPanvel, Tal.Panvel, Dist.Raigad 410206

4. The Tehsil Officer, Talathi training centre, Sai nagar, Tal.Panvel, Dist.Raigad, 410206

5. The Sarpanch, Panchayat of Akurali, Panvel, Raigad.

6. The CCUC (NAINA) CIDCO



**Signature valid**

Digitally signed by SWATI PUNDALIK POLESKAR  
Date: 05 Jul 2024 17:53:45  
Organization : NAINA Integrated Approval Management System  
Designation : Associate Planner



# Navi Mumbai Airport Influence Notified Area (NAINA)

**Certificate No:** CIDCO/NAINA/Panvel/Akurli/BP-00195/OC/Full/2024/0695

**Dated :** 05 Jul 2024

7. The Airport Authority of India, GM (ATM) WR, Head quarter, Western Region, Porta Cabins New Airport Colony, opposite hanuman road, Vileparle East Mumbai, 400099
8. CEO, NMIAL, 11th floor, V time square, plot no. 3, sector 15, CBD Belapur, Navi Mumbai 400614.
9. Senior Geologist, GSDA, 2nd floor, nagar parishad building, Alibaug, Raigad 402201
10. MAHARERA

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82/900

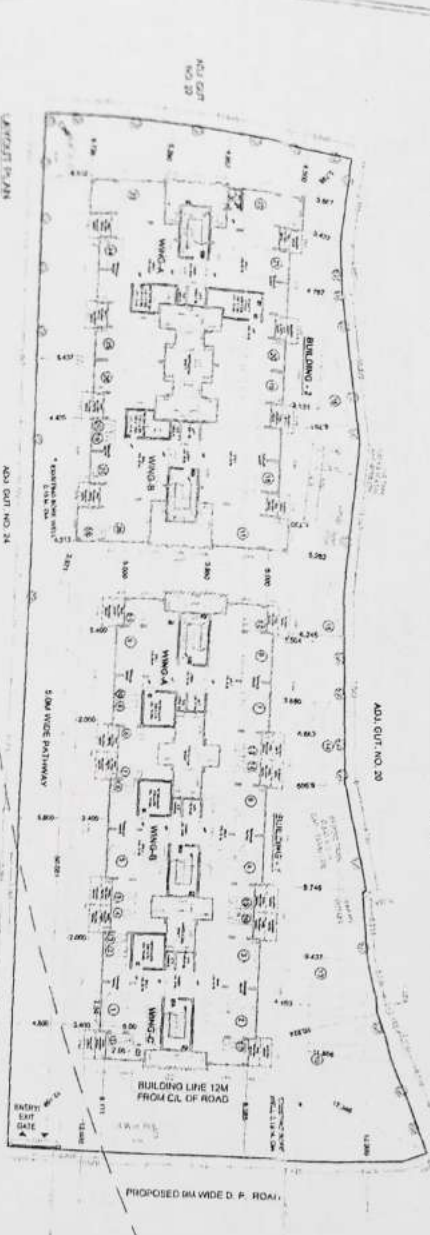
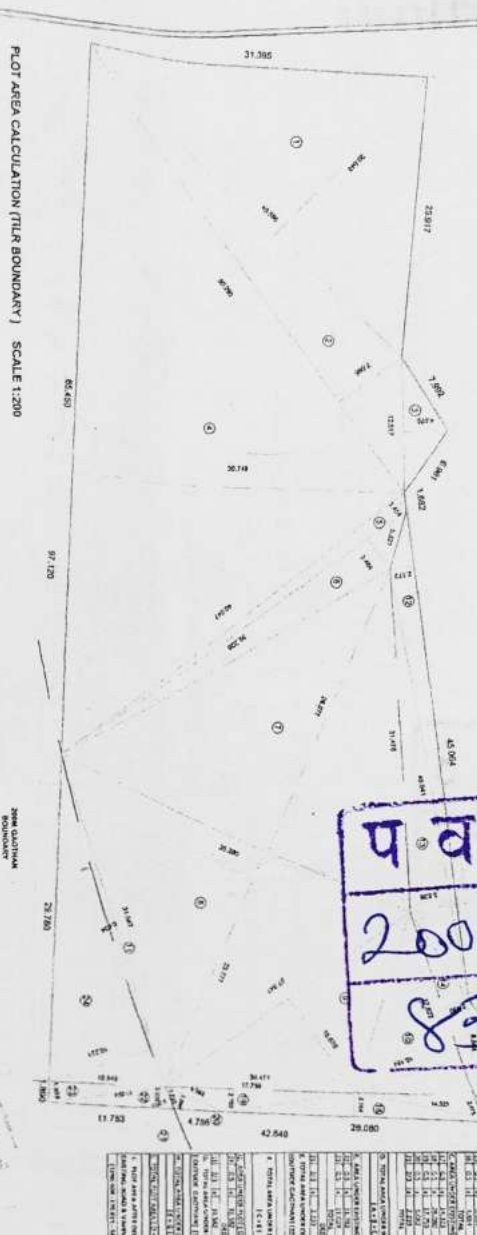


Signature

Digitally signed by SWAPNILESH S. POLEKAR  
Date: 05 Jul 2024 17:53:45  
Organization :NAINA Integrated Approval Management System  
Designation :Associate Planner



पवल - ३  
 2006-2008  
 83/900



BUILDING ADMINISTRATION		TOTAL AREA		TREATMENT	
PROPOSED BLDG. AREA	114,000	TOTAL BLDG. AREA	114,000	NO. OF PLOTS	28
PROPOSED MA WIDE D.P. ROAD	1,500	TOTAL MA WIDE D.P. ROAD	1,500	NO. OF PLOTS	28
PROPOSED 1.5M WIDE PATHWAY	1,500	TOTAL 1.5M WIDE PATHWAY	1,500	NO. OF PLOTS	28
TOTAL PROPOSED AREA	117,000	TOTAL AREA	117,000	TOTAL NO. OF PLOTS	84

**THE SUB REGISTRAR**

**पवल - ३**

**83/900**

TRAVEL DIST. TO NEAREST	ROADS	ROADS	ROADS	ROADS
1. TO NEAREST	2. TO NEAREST	3. TO NEAREST	4. TO NEAREST	5. TO NEAREST
6. TO NEAREST	7. TO NEAREST	8. TO NEAREST	9. TO NEAREST	10. TO NEAREST
11. TO NEAREST	12. TO NEAREST	13. TO NEAREST	14. TO NEAREST	15. TO NEAREST
16. TO NEAREST	17. TO NEAREST	18. TO NEAREST	19. TO NEAREST	20. TO NEAREST
21. TO NEAREST	22. TO NEAREST	23. TO NEAREST	24. TO NEAREST	25. TO NEAREST

AREA NO.	AREA	AREA	AREA	AREA	AREA
1	2	3	4	5	6
7	8	9	10	11	12
13	14	15	16	17	18
19	20	21	22	23	24
25	26	27	28	29	30
31	32	33	34	35	36
37	38	39	40	41	42
43	44	45	46	47	48
49	50	51	52	53	54
55	56	57	58	59	60
61	62	63	64	65	66
67	68	69	70	71	72
73	74	75	76	77	78
79	80	81	82	83	84
85	86	87	88	89	90
91	92	93	94	95	96
97	98	99	100	101	102

**CERTIFICATE OF AREA**

Whereas the applicant has submitted a request for a Certificate of Area for the above plot and the same has been verified by me and found correct and true in all respects and the same has been entered in the records of the office as shown in the schedule hereunder.

**FORM OF CERTIFICATE**

1. Name of the plot: **पवल - ३**

2. Area of the plot: **83/900**

3. Date of issue: **2006-2008**

4. Signature of the Sub Registrar: **...**

**STAMP OF APPROVAL**

**THE SUB REGISTRAR**

**पवल - ३**

**83/900**

**AR SUHAS GOKHALE**

**ARCHITECT**

**REG. NO. 150**

**NO. 150**

**AR SUHAS GOKHALE**

**ARCHITECT**

**REG. NO. 150**

**NO. 150**