



**SWASTIK  
GROUP**  
BUILDERS & DEVELOPERS

SWASTIK CORAL

UNIT NO. 2307

AGREEMENT FOR SALE



390/23211

पावती

Wednesday, October 16, 2024

5:48 PM

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

गावाचे नाव: हरियाली

पावती क्र.: 24864

दिनांक: 16/10/2024

दस्तावेजाचा अनुक्रमांक: करल3-23211-2024

दस्तावेजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: गणपत सदाशिव गारळे

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2400.00

पृष्ठांची संख्या: 120

एकूण:

रु. 32400.00

**DELIVERED**आपणाम मूळ दस्त, थंबनेल प्रिंट, सुची-२ अंदाजे  
6:07 PM हा वेळेस मिळेल.

वाजार मूल्य: रु. 5849203.14/-

मोबदला रु. 6845394/-

मरलेले मुद्रांक शुल्क : रु. 410800/-

सह. दुय्यम निबंधक - 3

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

1) देयकाचा प्रकार: DHC रकम: रु. 900/-

डीडी/घनादेश/पि ऑर्डर क्रमांक: 1024091706401 दिनांक: 16/10/2024

विक्रेते नाव व पत्ता:

2) देयकाचा प्रकार: DHC रकम: रु. 1500/-

डीडी/घनादेश/पि ऑर्डर क्रमांक: 1024155614708 दिनांक: 16/10/2024

विक्रेते नाव व पत्ता:

3) देयकाचा प्रकार: eChallen रकम: रु. 30000/-

डीडी/घनादेश/पि ऑर्डर क्रमांक: MH009853733202425E दिनांक: 16/10/2024

विक्रेते नाव व पत्ता:

G. S. Umarik

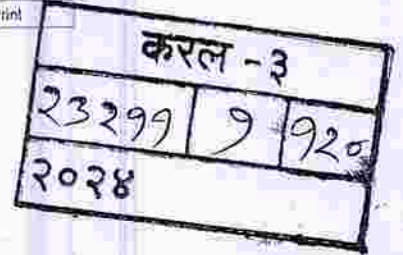
**DELIVERED**

3E

10/16/2024

मूल्यांकन पत्रक ( शहरी क्षेत्र - बांधीव )						
Valuation No.	202410167727			16 October 2024, 04:34:45 PM		
मूल्यांकन दि वर्ष	2024					
जिल्हा	मुंबई (उपनगर)					
मूल्य विभाग	112-हरियाली - कुर्ला					
उप मूल्य विभाग	भुभाग: उत्तरेस गावाची सीमा, पुर्वेस द्रुतगती मार्ग, दक्षिणेस गावाची सीमा व पश्चिमेस मध्य रेल्वे					
सर्वे नंबर (न. भू. क्रमांक)	सि.टी.एस. नंबर#349					
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.						
खुला जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	मोजमापनावे एकक	
58490	135960	156350	169950	135960	चौरस मीटर	
बांधीव क्षेत्राची माहिती						
बांधकाम क्षेत्र (Built Up)-	37.41 चौरस मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-	बांधीव	
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय-	0 TO 2 वर्षे	बांधकामाचा दर -	Rs. 30250/-	
उद्दवर्तनासुविधा-	आहे	मजला -	21st floor To 30th floor			
रस्ती तन्मुख - Sale Type - First Sale Sale/Resale of built up Property constructed after circular dt 02/01/2018						
मजला विहाय घट/वाढ = 115% apply to rate= Rs.156354/-						
घसानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर = ((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * घसा-पानुसार टक्केवारी) + खुल्या जमिनीचा दर = ((156354-58490) * (100 / 100 ))+58490 = Rs.156354/-						
A) मुख्य मिळकतीचे मूल्य = वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र = 156354 * 37.41 = Rs.5849203.14/-						
Applicable Rules = ,10.4						
एकत्रित अंतिम मूल्य = मुख्य मिळकतीचे मूल्य + तळघराचे मूल्य + मेईनाईन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य + वरील तळीचे मूल्य + बंदिल बाहन तळाचे मूल्य + खुल्या जमिनीवरील बाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + बंदिल बास्करी - भूमिगत बाहनतळ = A + B + C + D + E + F + G + H + I + J = 5849203.14 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 = Rs.5849203.14/-						

Home Print



सह. वृत्त्या निबंधक  
कुर्ला-३ (वर्ग-२)



Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	1024165614708	Date	15/10/2024
Received from self, Mobile number 0000000000, an amount of Rs.1500/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office Joint S.R. Kurla 5 of the District Mumbai Sub-urban District.			
Payment Details			
Bank Name	SBIN	Date	15/10/2024
Bank CIN	10004152024101513925	REF No.	CHR3648807
This is computer generated receipt, hence no signature is required.			

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Department of Stamp & Registration, Maharashtra

Receipt of Document Handling Charges

PRN 1024091706401 Date 09/10/2024

Received from SELF. Mobile number 0000000000, an amount of Rs.900/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office Joint S.R. Kurta 5 of the District Mumbai Sub-urban District.

Payment Details

Bank Name SBIN Date 09/10/2024

Bank CIN 10004152024100908028 REF No. CHR3084184

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

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CHALLAN  
MTR Form Number-6



GRN	MH009853733202425E	BARCODE	Date		16/10/2024-10:57:17	Form ID	25.2						
Department	Inspector General Of Registration			Payer Details									
Type of Payment	Stamp Duty Registration Fee		TAX ID / TAN (If Any)										
			PAN No.(If Applicable)										
Office Name	KRL5_JT SUB REGISTRAR KURLA NO 5		Full Name	SWASTIK HOMES									
Location	MUMBAI		Flat/Block No.	FLAT NO 2307, 23RD FLOOR, SWASTIK CORAL									
Year	2024-2025 One Time		Premises/Bulding										
Account Head Details		Amount In Rs.	Road/Street	TAGORE NAGAR, VIKHROLI EAST									
0030045501	Stamp Duty	410800.00	Area/Locality	MUMBAI									
0030063301	Registration Fee	30300.00	Town/City/District										
			PIN	4 0 0 0 8 3									
			Remarks (If Any)	SecondPartyName=GANPAT SADASHIV GARALE AND OTHERS-									
			<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td colspan="2" style="text-align: center;">करल - 3</td> </tr> <tr> <td style="text-align: center;">23299</td> <td style="text-align: center;">16/10/2024</td> </tr> <tr> <td colspan="2" style="text-align: center;">2028</td> </tr> </table>					करल - 3		23299	16/10/2024	2028	
करल - 3													
23299	16/10/2024												
2028													
Total		4,40,800.00	Amount In Words	Four Lakh Forty Thousand Eight Hundred Rupees Only									
Payment Details	STATE BANK OF INDIA			FOR USE IN RECEIVING BANK									
Cheque-DD Details		Bank CIN	Ref. No.	00040572024101663489	CK00EHHSF3								
Cheque/DD No.		Bank Date	RBI Date	18/10/2024-10:24:57	Not Verified with RBI								
Name of Bank		Bank-Branch	STATE BANK OF INDIA										
Name of Branch		Scroll No., Date	Not Verified with Scroll										

Department ID :  
 NOTE: This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. Mobile No. : 0000000000  
 चढदे चढल केवल दुवढल नलवढक कढललढलढ नढदणी कढलढलढलढ दढलढलढलढ लढढ अढढे. नढदणी न कढलढलढलढ दढलढलढलढ चढदढ चढलढ लढढ ढलढे.



Print Date: 16-10-2024 10:57:48



**SWASTIK  
G R O U P  
BUILDERS & DEVELOPERS**

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AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") is made at MUMBAI this 16<sup>th</sup> day of OCTOBER 2024;

G. S. Garale BETWEEN Garale R  
Garale

M/S. SWASTIK HOMES (PAN: ADYFS4233L), a Partnership firm duly registered under the provisions of Indian Partnership Act, 1932 and having its office at 312, Swastik Disa Corporate Park, Kohinoor Compound, LBS Marg, Ghatkopar West, Opposite Shreyas Cinemas, Mumbai - 400 086 by the hands of its partner Mr. Rahul Samar hereinafter referred to as the "Promoter" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include the partners or partner for the time being of the firm, the survivors or survivor of them, the heirs, executors and administrators of the last surviving partner, his/her/their assigns) of the One Part;



AND

Mr. Ganpat Sadashiv Garale having (PAN : ACLPG6055E) and Ms. Shilpa Ganpat Garale (PAN : ARYPG5374Q) Ms. Shilpa Ganpat Garale having (PAN : BPP26061L) adult, Indian Inhabitant, residing at 30/6, Navjeevan Nagar, Ganesh Marg, Hariyali Village, Tagore Nagar, Vikhroli (E), Mumbai - 400083 hereinafter referred to as the said "Purchaser/s" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include in the case of (a) individuals, his/her/their respective heirs, executors, administrators, legal representatives and permitted assigns; (b) proprietorship concern, sole proprietor's heirs, executors, administrators, legal representatives and permitted assigns; (c) partnership firm, the partners for the time being from time to time, the survivors or survivor of them and the heir, executors and administrators of the last of such survivors or survivor of partners, legal representatives and permitted assigns; (d) HUF, the members or member for the time being of the said Joint Hindu Family and their respective heirs, executors, administrators and permitted assigns and (e) Company and/or LLP, its successors and permitted assigns) of the OTHER PART;

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

Promoter	Purchaser/s
<u>R</u>	<u>G. S. Garale</u> <u>Garale</u> <u>Garale</u>

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**SWASTIK**  
G R O U P  
BUILDERS & DEVELOPERS

**WHEREAS:-**

- A. Maharashtra Housing Board ("Board"), as established under the Maharashtra Housing Board Act, 1948 was the owner and was seized and possessed off or otherwise well and sufficiently entitled to all that piece and parcel of land City Survey No.349 (part) admeasuring 596.03 square meters or thereabouts situate lying and being at Tagore Nagar, Vikhroli (East) in the registration sub-district of Bandra and Bombay Suburban District (hereinafter referred to as the "said Land").
- B. The Board constructed a building on the said Land being building bearing No. 36 consisting of Ground plus 3 upper floors having 32 tenements (hereinafter referred to as the "said Building No. 36"). The said Land along with the Building No. 36, shall hereinafter, unless referred to individually, be collectively referred to as the "said Property" and is more particularly described in the First Schedule hereunder written;
- C. Maharashtra Housing and Area Development Authority (hereinafter referred to as the "Authority") was constituted with effect from December 5, 1977 vide Government Notification by the Public Works and Housing Development bearing No. ARD/1077(1)/Desk-44 and the Board, stood dissolved by operation of Section 15 of the Maharashtra Housing Board Act, 1948 (hereinafter referred to as the "MHAD Act"). In terms of Clause 189 (a) and (b) of the MHAD Act, all the property, rights, liabilities and obligations of the Board including those arising under any agreement or contract became the property, rights, liabilities and obligations of the Authority;
- D. In view thereof, the said Property became the property of the Authority and all the rights, liabilities and obligations of the Board as aforesaid in relation to the said Property became the rights liabilities and obligations of the Authority;
- E. The allottees of the said Building formed themselves into a Co-operative Housing Society viz. Tagore Nagar Shree Sai Co-operative Housing Society Limited (hereinafter referred to as the "said Society") and registered the same under the provisions of the Maharashtra Co-operative Housing Societies Act, 1960 and bearing registration no. BOM(W S)HSG(OH)/3904 dated 7<sup>th</sup> December 1988.

Promoter	Purchaser/s
R	G. S. Gamble Dante Dante





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- F. Since the said Building was in a dilapidated condition, the said Society was desirous of redeveloping the said Property. In that regard, a Special General Meeting of the Society was held on 20<sup>th</sup> December, 2020, wherein the proposal of M/s. Swastik Homes was accepted and it was resolved that M/s. Swastik Homes would be appointed as the developer to redevelop the said Property.
- G. By and under an Indenture of Lease dated 24<sup>th</sup> September, 2021 and executed by and between Maharashtra Housing and Area Development Authority, therein referred to as the Authority of the One Part and Tagore Nagar Shree Sai Co-operative Housing Society Limited, therein referred to as the Society of the Other Part and registered with the office of the Sub-Registrar of Assurances under Serial No. KRL-1/15127/2021, the Authority demised by way of lease unto the Society, the said Land, for a period of Thirty (30) years and renewable every Thirty (30) years commencing from 1<sup>st</sup> April, 1980, at or for the yearly rent and subject to the terms and conditions contained therein.
- H. By and under a Sale Deed dated 24<sup>th</sup> September, 2021 and executed by and between Maharashtra Housing and Area Development Authority, therein referred to as the Authority of the One Part and Tagore Nagar Shree Sai Co-operative Housing Society Limited, therein referred to as the Society of the Other Part, and registered with the office of the Sub-Registrar of Assurances under Serial No. KRL-1/15130/2021 the Authority conveyed, granted and assured unto the Society, by way of sale, the said Building, at for the consideration and in the manner contained therein
- I. By and under a Development Agreement dated 10<sup>th</sup> December 2021 ("Development Agreement") executed by and between (a) Tagore Nagar Shree Sai Co-operative Housing Society Limited, therein referred to as the Society of the First Part, (b) (i) Shri Jenish Winstone Livingstone (ii) Shri Ghehrial Udaylal Kothari (iii) Shri Yogesh Tavaji Gorule (iv) Shri Dattaram Ravji Kokate (v) Shri Sudam Maruti Pawar (vi) Smt. Qamrunnissa Mumtaz Ahmed (vii) Smt. Bharati Bharatbhushan Bagwe (viii) Smt. Omana Andy R. (ix) Shri Shah Kantilal Devshi (x) Shri Sandesh Vishnu Kulkarni (xi) Smt. Swatisantosh Sable (xii) Smt. Vidya Ramesh Lagad (xiii) Smt. Jacqueline Kelwin Simon (xiv) Shri Kishor Laxman Chavan (xv) Smt. Helen Violet Ancent Soans (xvi) Shri Bhaskar Simon Samuel Amanna (xvii) Shri Melwin Johnson Samuel Amanna (xviii) Smt. Anita Robert Nixon Amanna (xix)

Promoter	Purchaser/s
R. G. S. Ganai	Pawar Sarah

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**SWASTIK**  
G R O U P  
BUILDERS & DEVELOPERS

Smt. Sanjivani Uday Bhat (xx) Shri Rajkumar Chandulal Jain (xxi) Smt. Shambhavi Sadanand Shetty (xxii) Shri Nilesh Narayan Panhale (xxiii) Shri Satywan Govind Dabhikar (xxiv) Shri Satish Rajaram Nimbalkar (xxv) Smt. A. L. Jayanthi (xxvi) Smt. Sulochana S Gurav (xxvii) Shri Krishna S. Gosavi (xxviii) Shri Narendra Rama Naik (xxix) Smt. Chanda D Kale (xxx) Smt. Jayashree Jayawant Chavan (xxxi) Rajashree Rajaram Powle (xxxii) Smt. Catharine James Anthony (xxxiii) Smt. Meera Venugopal (xxxiv) Shri P K Venugopal and (xxxv) Shri Ravindra A Shetty, therein referred to as Existing Members of the Second Part hereinafter referred to as the "Existing Members"), and M/s. Swastik Homes, therein referred to as Developer of the Third Part and hereinafter referred to as the "Developer") and registered with the office of the Sub-Registrar of Assurances under Serial No. KRL-3/19106/2021 the Society granted to the Developer, sole and exclusive and irrevocable development/redevelopment rights to carry out and complete the development/redevelopment in respect of said Property together with the adjoining tit bit land areas, at or for the consideration and subject to the terms and conditions therein contained.

J. By and under a Power of Attorney dated 10<sup>th</sup> December 2021 and registered with the office of the Sub-Registrar of Assurances under Serial No KRL-3/19106/2021 ("Power of Attorney") executed by Tagore Nagar Shree Sai Co-operative Housing Society Limited, the said Society nominated, constituted and appointed (i) M/s. Swastik Homes and (ii) Mr. Rahul Samar being the nominee of the Developer, jointly and severally as their Constituted Attorneys to do the acts, deeds, matters and things as described therein in respect of the said Property.

K. In view of the foregoing, the Developer came to be entitled to develop the said Property in terms of the Development Agreement and the Power of Attorney.

L. Thereafter, the Promoter got plans, specifications, elevations, sections and other details for redevelopment of the said Property and construction of a multi-storied building comprising of Part Basement Plus Ground Plus stilt and upto 23 upper floors to be known as "Swastik Coral" ("said Building") on the said Land ("said Project") duly approved and sanctioned by the concerned authority. A copy of the duly sanctioned plans sanctioned by the concerned authority is marked and annexed hereto as "Annexure [A]";

Promoter	Purchaser/s
R	G. S. Gawale Gawale Gawale



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- M. The sanctioned plans include the building plan, section, specifications and details of the said Project. The building plans / section plan of the Project is hereinafter referred to as "Building Plan" and is annexed hereto and marked as "Annexure [A]";
- N. Offer Letter dated 29<sup>th</sup> December 2021, bearing Reference No. CO/MB/REE/NOC/F-1364/3236/2021 was issued by the Authority and addressed to the Society, whereby the Authority approved proposal of allotment of 246.32 square meters tit-bit land ("Tit-Bit Land") and allotted the permissible FSI in that regard subject to the terms and conditions contained therein. By virtue of the said Tit-Bit Land permitted to be developed by MHADA, the land area of the said Society comprises of the said Land together with the said Tit Bit Land. The said Land and the said Tit Bit Land for the sake of brevity are hereinafter referred to as "the said Land";
- O. Letter dated 28<sup>th</sup> July 2022 bearing Reference No. CO/MB/REE/NOC/F-1364/1921/2022 was issued by the Authority, whereby the Authority granted its no-objection for construction to be undertaken, as per the proposal of the Society subject to payment of premium and as per the terms and conditions contained therein. A copy of the aforesaid Letter is marked and annexed hereto as "Annexure [B]";
- P. Intimation of Approval (IOA) dated 3<sup>rd</sup> October 2022 for proposed redevelopment of the said Buildings belonging to the said Society bearing reference no. MH/EE/BP Cell/GM/MHADA-8/1180/2022 was issued by the Authority, whereby ZERO FSI IOA was approved in respect of building or work proposed to be erected or executed on the said Land, under Section 45(1)(ii) of the Maharashtra Regional Town Planning Act, 1966 subject to the terms and conditions therein contained. The plans were later amended dated 17<sup>th</sup> April 2023 bearing reference no. EE/BP Cell/GM/MHADA-8/1180/2023. The plans were later amended dated 22<sup>nd</sup> April 2024 bearing reference no. EE/BP Cell/GM/MHADA-8/1180/2024. A copy of the aforesaid Intimation of Approval and amended plans is marked and annexed hereto as "Annexure [C]";
- Q. The Promoter has obtained Plinth CC dated 29th December 2022 bearing Reference No. MH/EE/(BP)/GM/MHADA-8/1180/2022/CC/1/New for the said building. The promoter has also obtained Further Commencement Certificate dated 25/10/2023 issued by MHADA

Promoter	Purchaser/s
R	G.S. GARNIC. <i>Garnic</i> <i>Savale</i>

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**SWASTIK**  
 GROUP  
 BUILDERS & DEVELOPERS

bearing reference no. MH/EE/(BP)/GM/MHADA-8/1180/2023/FCC/1/ from Ground floor for meter room, entrance lobby, fitness center (Duplex) stack parking system in stilt + 1st floor for stack parking, fitness center, residential floor + 2nd to 15th upper floor for residential use having total height 46.70 sq. mt. AGL +LMR +OHT and parking tower touching to building having total height 46.70 mt.AGL as per last approved plans issued by MHADA vide u/no. MH/EE/B.P. Cell/GM/MHADA-8/1180/2023 dtd.17th Apr.2023}. This C.C.is Re-endorse and further extended from 16th floor to 23rd upper Residential Floor with total building height 69.90 mt. from ground level + LMR + OHT and along with parking tower having total height 69.90 mt. AGL as per approved amended plans dtd. 22.04.2024 vide u/no. MH/EE/B.P. Cell/GM/MHADA-08/1180/2024. as "Annexure [D]";

R. The above details along with the annexures to the RERA Certificate are available for inspection on the website of the RERA Authority at <https://maharera.mahaonline.gov.in>.

S. The Promoter has the sole and exclusive right to sell premises in the said Land to be constructed on the said Property and to enter into Agreement/s with the purchasers of the premises and to receive sale consideration in respect thereof;

T. The Promoter has appointed Mr. Rohit Parmar of M/s. Sai Sampada Design Build Services as architects and Mr. Jagdish Shah of M/s. System Structural Consultants Pvt. Ltd as Structural Engineer for the preparation of the structural designs and drawings of the Building. The aforementioned Architect is registered with the Council of Architects;

U. In accordance with the approvals, plans, designs and specifications sanctioned by the concerned authority and /or any other sanctioning authority from time to time, the Promoter is constructing/has constructed the said Building on the said Land;

V. The Promoter has entered/shall enter into separate agreements with several other prospective buyers/ persons/ purchaser/s and parties in respect of the sale of flats, units, and other premises in the said Building and other areas being the limited common areas and facilities for the exclusive use of the purchasers in the manner stated herein. All the units/flats/apartments will be sold and transferred only in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016 read with the rules framed

Promoter	Purchaser/s
for	G. S. Ganai <i>Ganai</i> <i>Ganai</i>



**SWASTIK  
GROUP  
BUILDERS & DEVELOPERS**

करल - ३  
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thereunder (hereinafter collectively referred to as the "RERA") and this is a fundamental term of this Agreement;

W. The Promoter has registered the said Building / Project under RERA with the Real Estate Regulatory Authority (hereinafter referred to as the "RERA Authority") and obtained Registration Certificate bearing No. P51800050020;

X. The Promoter has availed construction finance/loan from Aditya Birla Housing Finance Limited bank and it shall be the sole responsibility of the Promoter to repay the loan amount and/or release the said Flat from the mortgage of the Aditya Birla Housing Finance Limited bank. The Promoter shall transfer a free clear and marketable title of the said Flat to the Purchaser/s.

Y. On demand of the Purchaser/s, the Promoter has given inspection to the Purchaser/s of all the documents including originals available with them that have been furnished to the RERA Authority for registration of the said Building / Project with the RERA Authority. In addition to the aforesaid documents, the Promoter has given inspection, to the Purchaser/s, of documents relating to title of the Promoter to the said Property, the Title Certificate dated 1<sup>st</sup> January 2023 issued by Lexicon Law Partners, approved plans, designs and specifications prepared by the Promoter's Architect Mr. Rohit Parmar of M/s. Sai Sampada Design Build Services, permissions, approvals, consents etc. granted by the concerned Authority to the Promoter and of such other documents as are specified under RERA. The Purchaser/s hereby record/s and confirm/s that he/she/they has/have perused all the aforesaid documents, independently investigated the title of the Promoter and that the Promoter has answered all the requisitions raised by the Purchaser/s and the Purchaser/s is / are fully satisfied with the title of the Promoter in respect of the said Property and the Promoter's right to sell and allot various premises in the said Building and has/have accepted the same. The Purchaser/s has/have also visited and inspected the site of construction of the said Building on the said Land and is fully satisfied with the location thereof;

Z. The Purchaser/s have approached the Promoter for allotment of residential Flat No. 2307 on 23<sup>rd</sup> floor of the said Building being constructed on the said Land (the "said Premises"). The RERA carpet area of the said Premises is 34.01 square meters. The expression "RERA carpet area" (carpet area as defined under the Act means the net usable floor area of the

Promoter	Purchaser/s	
R	G. S. Gavale - <i>Gavale</i>	<i>Gavale</i>

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**SWASTIK**  
G R O U P  
BUILDERS & DEVELOPERS

said Premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the net usable floor area of the said Premises meant for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the net usable floor area of the said Premises meant for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the said





the authenticated copies of (i) the registration certificate duly issued by the RERA Authority in respect of the said Building under the RERA marked as "Annexure [E]", (ii) the Title Certificate dated 1<sup>st</sup> January 2023 marked as "Annexure [F]" issued by Lexicon Law Partners, (iii) the Property Register Card in respect of the said Land marked as "Annexure [G]", (iv) the permissions and approvals as referred to hereinabove (collectively) and (v) the floor plan in respect of the said Premises agreed to be purchased by the Purchaser/s have been annexed hereto and marked as "Annexures [H]";

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

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

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

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

Promoter	Purchaser/s
R	G. S. Gargal  



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2. DEVELOPMENT AND CONSTRUCTION:


2.1 The Promoter has constructed / is constructing the Building named "Swastik Coral" consisting of Part Basement Plus Ground Plus still and upto 23 upper floors on the said Land in accordance with the plans, designs, specifications approved by the competent authority from time to time and which have been inspected by the Purchaser/s.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

2.2 The Purchasers are aware that the Concession plans in respect of the said Building have been sanctioned by the competent authority for Part Basement Plus Ground Plus still and upto 23 upper floors as per Annexure "[A]"

3. TRANSACTION

3.1. The Purchaser/s agree/s to purchase from the Promoter and the Promoter agrees to sell to the Purchaser/s residential Flat No. 2307 admeasuring 34.01 square meters RERA carpet area on the 23<sup>rd</sup> floor of the Building known as "Swastik Coral" being/ constructed on the said Land ("said Premises") and shown in hatched lines on the floor plan annexed hereto and marked "Annexure [H]" more particularly described in the Payment Schedule hereunder written for the consideration of Rs.68,45,394/- (Rupees Sixty Eight Lakhs Forty Five Thousand Three Hundred Ninety Four Only) including Rs. 0/- being the proportionate price of the common areas and facilities appurtenant to the said Premises which are more particularly described in the Third Schedule hereunder written (hereinafter referred to as "Common Areas and Facilities") subject to applicable tax deducted at source under the Income Tax Act, 1961 ("Consideration") (the price of the said Premises including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

Promoter	Purchaser/s
R	G. S. Ganai (Rajale) 

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3.2. The Purchaser/s herein is not desirous of purchasing the Car Parking Space. The Purchaser/s herein agrees, declares and confirms that he/she/they shall not raise any claim and/or demand in future to the Promoter/Society with respect to the car parking space not being allotted to them. The Purchaser/s undertakes and agrees that they shall have no right, title and interest in the car parking space and the car parking space shall not form part of the Common Areas and Facilities.

4. **CONSIDERATION:**

4.1. The Total Consideration is Rs.68,45,394/- (Rupees Sixty Eight Lakhs Forty Five Thousand Three Hundred Ninety Four Only) in addition to the applicable Goods and Service Tax ("GST").



The Purchaser/s has / have paid to the Promoter a sum of Rs.27,57,319/- (Rupees Twenty Seven Lakhs Fifty Seven Thousand Three Hundred Nineteen Only) plus the applicable Goods and Service Tax ("GST") and subject to deduction of tax on or before the execution of this Agreement and agrees to pay the balance sum of Rs.40,88,075/- (Rupees Forty Lakhs Eighty Eight Thousand Seventy Five Only) plus the applicable Goods and Service Tax ("GST") (and other taxes in the manner stated in the payment schedule annexed as Annexure [I]).

4.3. The Consideration excludes taxes (consisting of taxes paid or payable by the Promoter by way of GST, levies and cesses or any other similar taxes levied in connection with the construction of and implementation of the Project) and/or all other direct/indirect taxes applicable or which are and/or may become applicable pertaining or relating to the said Premises in any manner whatsoever and/or on the transaction as contemplated herein and/or the consideration payable hereunder, including but not limited to GST, Swachh Bharat Cess, Krishi Kalyan Cess, land under construction tax, LBT, surcharge, increase in development charges, land under construction charges, costs or levies imposed by the competent Authority, and/or all other direct / indirect taxes / duties, impositions applicable, levied by the Central and/or State Government and/or any local, public or statutory authorities / bodies and/or any other new taxes, any interest, penalty, levies and cesses and also all increases therein from time to time (collectively "Statutory Charges") under

Promoter	Purchaser/s
R	G. S. Garg & Son Ranab Savali





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the provisions of the applicable law or any amendments thereto. The Statutory charges shall be paid by the Purchaser/s on demand made by the Promoter within 7 (seven) working days from such demand, and the Purchaser/s shall indemnify and keep indemnified the Promoter from and against any costs, liabilities, penalties and interest etc. that may be levied with regard to the same. It is only upon payment of all amounts as contemplated in this Agreement, that the transfer of the said Premises in favour of the Purchaser/s will take place.

- 4.4. The Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges, taxes, levies or cesses payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, Local Bodies/Government from time to time. These charges shall be paid by the Purchaser/s on demand made by the Promoter within 7 (seven) working days from such demand, and the Purchaser/s shall indemnify and keep indemnified the Promoters from and against the same. The Promoter undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent Authority, the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.
- 4.5. Time for payment of all the amounts in relation to the transaction contemplated herein, including but not limited to the instalments of Consideration, Statutory Charges and all other taxes as may be applicable and/or any other amount payable by the Purchaser/s herein and/or performance of the obligations by the Purchaser/s, is the essence of this Agreement.
- 4.6. The Purchaser/s authorize/s the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her /their name/s as the Promoter may in its sole discretion deem fit and the Purchaser/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner howsoever.
- 4.7. The amounts payable by the Purchaser/s to the Promoter including the payments mentioned in "Annexure [I]" shall be made by the Purchaser/s within 7 (seven) days of

Promoter	Purchaser/s
R	G.S. Gornier <i>Ronale</i> <i>Savali</i>

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



If the Purchaser/s delays/ fails/ or is / are otherwise unable to pay any of the amounts payable under this Agreement on the respective due date/s, the Promoter shall be entitled to, without prejudice to the Promoter's other rights and entitlements, receive and recover from the Purchaser/s and the Purchaser/s shall pay to the Promoter the defaulted/delayed amount together with interest thereon as applicable under the RERA. In addition to the Purchaser/s' liability to pay interest as mentioned hereinabove the Purchaser/s shall also be liable to pay and reimburse to the Promoter, all the costs, charges and expenses whatsoever, which are borne, paid or incurred by the Promoter including but not limited to in consequence to any legal proceedings that may be instituted by the authorities concerned against the Promoter or vice versa for the purpose of enforcing payment of and recovering from the Purchaser/s any amount or dues whatsoever payable by the Purchaser/s under this Agreement and the Purchaser/s hereby indemnifies the Promoter regarding such expenses.

4.9. Without prejudice to the other rights of the Promoter hereunder, the Promoter shall in respect of any amounts remaining unpaid by the Purchaser/s under this Agreement, have a first charge / lien on the said Premises. It is hereby clarified that for the purposes of this Agreement, the date of actual payment shall mean the date of credit of the amount in the Collection Account (defined hereinafter) and/or the Statutory Charges Collection Account (defined hereinafter), as the case may be. All the rights and/or remedies of the Promoter against the Purchaser/s are cumulative and without prejudice to one another.

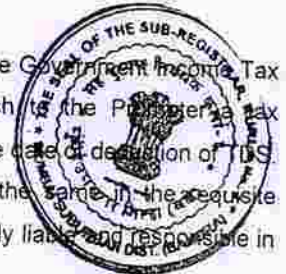
4.10. The Consideration shall be subject to deduction of tax at applicable rate ("TDS") as per the Income Tax Act, 1961 (if applicable) and the Purchaser/s shall make payment of each installment as stated in Annexure [I] subject to proportionate deduction of TDS thereon and

Promoter	Purchaser/s
R	G. S. Ganvir Boral Raval



**SWASTIK**  
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shall accordingly forthwith pay the TDS amount into the requisite Government Income Tax account. The Purchaser/s agree/s and undertake/s to furnish to the Promoter a tax deduction certificate in this regard within 30 (thirty) days from the date of deduction of TDS. In the event the Purchaser/s fail/s to deduct tax or deposit the same in the requisite Government Income Tax account, the Purchaser/s shall be solely liable and responsible in respect thereof, with no liability to the Promoter.

4.11. It is expressly agreed that any deduction of an amount made by the Purchaser/s on account of TDS shall be acknowledged/ credited by the Promoter, only upon the Purchaser/s submitting in a timely manner to the Promoter the original TDS certificate for the amount so deducted and the said TDS certificate is matching with the information as available on Income Tax Department website for this purpose. Provided further that, at the time of handing over the possession of the said Premises, if any such challan/ certificate is not produced, the Purchaser/s shall pay equivalent amount as interest free deposit with the Promoter, which deposit shall be refunded by the Promoter upon the Purchaser/s producing such challan/ certificate within 2 (two) months of possession of the said Premises. Provided further that in case the Purchaser/s fail to produce such challan/ certificate within the stipulated period of 2 (two) months, the Promoter shall be entitled to appropriate the said deposit against the amount receivable from the Purchaser/s.

4.12. It is specifically agreed by the Purchaser/s that this Agreement shall not create any right, interest and/or claim of the Purchaser/s on the said Premises until and unless all the amounts due and payable by the Purchaser/s as recorded herein are paid by the Purchaser/s to the Promoter in accordance with the terms and conditions of this Agreement. Without prejudice to the other remedies available to the Promoter, the Purchaser/s shall be liable to pay interest at the State Bank of India (SBI) highest marginal cost of lending rate plus 2% p.a. as notified by RERA on all delayed payments or any part thereof from the due date till the date of payment thereof.

4.13. The proposed RERA carpet area of the said Flat would be as per the approved plans and may change up to 3% as a result of physical variations due to tiling, ledges, plaster skirting, RCC column, etc. The Promoter shall confirm the final RERA carpet area of the said Flat that has been allotted to the Purchaser/s after the construction of the said Sale Building is

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BUILDERS & DEVELOPERS

complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the RERA carpet area of the said Flat, subject to a variation cap of 3% (three percent).

4.14. The Purchaser/s shall make all payments of all instalments of the balance Consideration due and payable by the Purchaser/s on the respective due date/s to the Promoter through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of **"Swastik Homes Swastik Coral Collection Escrow Account"** in the Bank Account No. 57500001254469 held by the Promoter in HDFC Bank, Ghatkopar West Branch (hereinafter referred to as the "Collection Account").

4.15. In case of any financing arrangement entered by the Purchaser/s with any bank / financial institution ("the Lender"), with respect to the purchase of the said Premises, the Purchaser/s undertakes to direct the Lender to pay all amounts towards the Consideration on respective dates as mentioned herein and the Purchaser/s shall ensure that the Lender shall disburse/pay all amounts towards the Consideration due and payable to the Promoter through an account payee cheque/ pay order/ demand draft drawn in favour of the Promoter as stated above. Any payments made in any other bank account/s other than mentioned hereinabove shall not be treated as payment towards purchase of the said Premises and shall be construed as a breach on the part of the Purchaser/s of the terms and conditions of this Agreement, and the Purchaser/s shall forthwith be required to make the necessary payment to the aforesaid account. Notwithstanding the above, the Purchaser's obligation to make the payment of the instalments and other charges, taxes and any dues under this Agreement in accordance with the provisions of this Agreement is absolute and unconditional. Till the time the entire Consideration and the other amounts due and payable by the Purchaser/s to the Promoter is paid, the rights of the Lender shall be subservient to the rights of the Promoter.

5. OBLIGATIONS OF PROMOTER:

5.1. It is agreed between the Promoter and the Purchaser/s, that the Promoter shall develop the said Property in terms of the plans and specifications sanctioned from time to time in accordance with the provisions of law and shall, in accordance with the applicable law and as provided in RERA or any other statutory enactment as may be applicable, be entitled

Promoter	Purchaser/s
R	G. S. Gawate <i>Gawate</i> <i>Gawate</i>





**SWASTIK**  
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 BUILDERS & DEVELOPERS

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from time to time and at all times to make necessary amendments or changes or substitution or modification of the plan/s sanctioned by the Competent Authority and/or any other sanctioning authority in respect of the said Property to utilize F.S.I, fungible F.S.I, Transferable Development Rights (TDR) and all the development potential in respect thereof and for that purpose to amend the plans and submit revised proposals as permissible under the applicable law and in accordance with RERA.

- 5.2. The Promoter shall (unless there is a force majeure) abide by the time schedule for completing the project and hand over the Premises to the Purchaser/s after receiving the Occupancy / Occupation certificate or part thereof. The Purchaser/s shall make timely payments of the instalment and other dues payable by him/her/them and meeting the other obligations under the Agreement.
- 5.3. The Promoter hereby declares that the proposed Floor Space Index available as on date in respect of the Property is 7512.94 square meters plus an additional 500 square meters will be proposed if required. The Promoter hereby reserves their absolute and exclusive right to acquire Certificate/s of Development Right/s in respect of the said Property and make additional construction on the said Property by utilizing such development rights. The Promoter will always be entitled to exclusively consume, appropriate and utilize, as may be permissible, the whole or part or the FSI, fungible FSI and/or TDR including all development potential, benefits, yields and advantages etc. as may be presently available or which may become available in future (for any reason including on account of change in regulations / law etc.) on the said Property or any part thereof or any other property or properties or any adjoining property or properties or any other tit-bit lands adjoining the said Land, or in the said Building or by adding further phases of construction to be carried out on the said Property. The residue or remaining FSI of the said Property which has not been consumed and/or additional FSI that may be granted including any additional FSI on account of set-back reservation or otherwise and / or TDR that may be available shall always be the property of the Promoter alone and the Promoter alone shall always be entitled to consume, appropriate and utilize the same in the development of the said Property in accordance with the applicable law and in the manner permissible and as it may deem fit. In the event any law, for the time being in force, requires the Promoter to obtain consent of the Purchaser/s and/or the other purchasers in the said Building, then the

Promoter	Purchaser/s
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 BUILDERS & DEVELOPERS

Purchaser/s shall not unreasonably withhold such consent and shall not claim any amount, consideration, compensation, etc. and shall fully co-operate and assist the Promoter in respect thereof.

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



**DEFAULT AND THE CONSEQUENCES:**

If the Promoter fails to abide by the time schedule for completing the project and handing over the Premises to the Purchaser/s, save and except in the event of occurrence of Force Majeure and/or other events more particularly stated in Clause [8.2] below, then the Purchaser/s shall have an option either to give notice to the Promoter terminating this Agreement and demand refund, whereupon the Promoter shall be liable on demand to refund to the Purchaser/s the amounts already received by it in respect of the said Premises with interest at the SBI highest marginal cost of lending rate plus 2% p.a. as notified by RERA from the date the Promoter received the sum till the date the amounts and interest thereon are repaid or to seek monthly compensation for the period of delay as provided by law. On the Promoter tendering the Purchaser/s refund of the above-mentioned amount in respect of such termination, neither party shall have any claim against the other in respect of the Premises or arising out of this Agreement and the Promoter shall be at liberty to dispose of the said Premises to any other person or persons at such price and upon such terms and conditions as the Promoter may deem fit.

6.2. The Promoter agrees to pay to the Purchaser/s, who does not intend to withdraw from the project, interest as specified in the RERA Rules, on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over of the possession of the said Premises. The Purchaser/s agree/s to pay to the Promoter, interest as specified in the RERA Rules, on all the delayed payment which become due and payable by the Purchaser/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Promoter. It is however clarified that if the delay in handing over possession of the said Premises is caused due to any Force Majeure event (as defined hereinafter), in that event, no compensation for such delay shall be

Promoter	Purchaser/s
R	G. S. Gansal <i>Gansal</i> <i>Savali</i>



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 BUILDERS & DEVELOPERS

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payable to the Purchaser/s. It is also agreed that once the Purchaser/s opt for refund of the monies, the claim of the Purchaser/s shall be restricted to refund of monies paid with interest at the SBI highest marginal cost of lending rate plus 2% as notified by RERA. The Purchaser/s shall neither be entitled to claim for loss and / or damages and/or mental trauma or otherwise, howsoever. The amount so refunded shall be towards final satisfaction and final settlement of all the claims of the Purchaser/s under this Agreement. In an event, no option is communicated by the Purchaser/s to the Promoter within 7 (seven) days of the Purchaser/s becoming entitled to choose an option in an event of delay in handing over possession of the said Premises by the Promoter to the Purchaser/s as mentioned hereinabove, it shall be deemed that the Purchaser/s has waived off their right to seek refund of the monies paid by him in respect of the said Premises and shall be entitled to receive compensation in accordance with law for the period of delay. The Promoter shall be thereafter entitled to allot and / or deal with and dispose off the said Premises to any third party without reference or recourse to the Purchaser/s.

6.3. Without prejudice to the right of the Promoter to charge interest in terms of Clause [6.1] above, on the Purchaser/s committing any Event of Default as mentioned hereinafter, the Promoter shall be entitled to, at its own option and discretion and without prejudice to all other rights that the Promoter may have against the Purchaser/s either under this Agreement, or in law or otherwise, terminate this Agreement. Provided that the power of termination hereinbefore contained shall not be exercised by the Promoter unless and until the Promoter shall have given to the Purchaser/s 15 (fifteen) days prior notice in writing of its intention to terminate this Agreement and of the specific breach or breaches (including the breach in respect of payment of three installments) of terms and conditions in respect of which it is intended to terminate the Agreement and the Purchaser/s fails to remedy the default / breach within 15 (fifteen) days after giving of such notice ("Defect Cure Notice");

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Purchaser/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of 30 (thirty) days of the termination, the instalments of sale consideration of the New Flat which may till then have been paid by the Purchaser/s to the Promoter;

Promoter	Purchaser/s
R	G.S. Ganmal e. Parale Saurabh

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6.4. The Promoter shall solely at their discretion be entitled to terminate this Agreement on the happening of any of the following events ("Events of Default"):

(i) If the Purchaser/s delay/s or commit/s default in making payment of instalments payable under this Agreement or otherwise (including but not limited to the Purchaser/s' proportionate share of taxes levied by Competent Authority and other outgoings and/or Statutory Charges);



If the Purchaser/s commit/s breach of any of the terms, conditions, covenants and representations of this Agreement including terms and conditions of sanctions, approvals, permissions etc. in respect of the Project;

If the Purchaser/s has/have been declared and/or adjudged to be dissolved, insolvent, bankrupt etc. and/or ordered to be wound up;

(iv) If the Promoter is of the opinion that the Purchaser/s is/are unable to pay its debts and/or makes, or has at any time made, a composition with the creditors;

(v) If Receiver and/or a Liquidator and/or Official Assignee or any person is appointed of the Purchaser/s or in respect of all or any of the assets and/or properties of the Purchaser/s;

(vi) If the Purchaser/s (being a company incorporated under the provision of the Companies Act), commits any default within the meaning of the Insolvency and Bankruptcy Code, 2016 (IBC) and such default continues for more than ten (10) days or any financial or operational debt of Purchaser/s becomes due and payable to a financial or operational creditor of Purchaser/s and remains unpaid for more than ten (10) days or Purchaser/s receives any default notice or invoice demanding payment of any overdue amount under the IBC;

(vii) If any application is made or contemplated, filed, admitted or order, decree judgment or resolution passed or contemplated, by Purchaser/s (being a company incorporated under the provision of the Companies Act), voluntarily or otherwise, or any other person, organization, court, tribunal or authority for the commencement of

Promoter	Purchaser/s
R	G. S. Gonsalves <i>Gonsalves</i> <i>Ravali</i>





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insolvency resolution, liquidation, bankruptcy, winding up or any other legal proceedings against Purchaser/s;

- (viii) If any insolvency professional, liquidator, administrator, receiver or manager is appointed by any person in respect of the Purchaser/s (whether a company incorporated under the provision of the Companies Act) or all or any of their assets or part thereof, or any steps are taken to initiate any such appointment;
- (ix) If any of the assets and/or properties of the Purchaser/s is/are attached for any reason whatsoever under any law, rules, regulation, statute etc.;
- (x) If the Promoter is of the opinion and/or belief that the Purchaser/s is/are likely to cause nuisance and/or cause hindrances in the completion of the development of the said Property and/or anytime thereafter and/or it is apprehended that he/she/they is/are likely to default in making payment of the amounts mentioned in this Agreement;
- (xi) Any execution or other similar process is issued and/or levied against the Purchaser/s and/or any of his/her/their assets and properties;
- (xii) If the Purchaser/s has/have been declared and/or adjudged to be of unsound mind;
- (xiii) If the Purchaser/s has received any notice from the Government of India (either Central, State or Local) or foreign Government for Purchaser/s's involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him.
- (xiv) If the representations, declarations and/or warranties, etc. made by the Purchaser/s are found to be untrue/false;
- (xv) If the Purchaser/s is convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence for not less than 6 (six) months;
- (xvi) If the Promoter is of the opinion and/or believes that any of the aforesaid event has been suppressed by the Purchaser/s.

Promoter	Purchaser/s
R	G. S. Ganick. <i>Parale</i> <i>Savali</i>

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BUILDERS & DEVELOPERS

6.5. All the aforesaid rights and/or remedies of the Promoter against the Purchaser/s are cumulative and without prejudice to one another.

6.6. Upon termination of this Agreement;

(a) The Purchaser shall have no right, title, interest, claim, lien or demand or dispute of any nature whatsoever either against the Promoter or in respect of the said Premises in any manner whatsoever whether pursuant to this Agreement or otherwise howsoever save and except refund of amount/s (after deduction of amount/s) as stated in hereinafter;

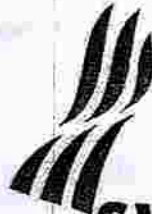


The Promoter shall be entitled to deal with and dispose of the said Premises to any other person/s as the Promoter deem fit without any further intimation, act or consent from the Purchaser/s;

(c) The Promoter shall be entitled to retain an amount equivalent to 10% of the Consideration which shall stand automatically forfeited without any reference or recourse to the Purchaser/s, which the Purchaser/s agree/s, confirm/s and acknowledge/s, constitutes a reasonable genuine and agreed pre-estimate of damages that will be caused to the Promoter, and that the same shall be in the nature of liquidated damages and not penalty. In the event of any shortfall, the Promoter shall, be entitled to recover the said amount/s from the Purchaser/s. It is clarified that upon the Promoter refunding the balance consideration to the Purchaser/s, the Purchaser/s shall seize to have any direct and/or indirect right, title, interest, claim demand of any nature whatsoever on the said Premises or against the Promoter. Accordingly, the Promoter shall be solely entitled to deal and dispose off the said Premises to any third party at the sole discretion of the Promoter without having any further recourse to the Purchaser/s and this Agreement shall deemed to have been cancelled;

(d) After the appropriation of the amounts as above by the Promoter, the Promoter shall refund the balance Consideration, if any paid by the Purchaser/s to the Promoter, without interest only after deducting and/or adjusting from the balance amounts, interest on delayed payments, GST and/or any other amount due and payable by the Purchaser/s and/or paid by the Promoter on Purchaser/s'

Promoter	Purchaser/s
R.	G.S. Gaurav <u>Gaurav</u> <u>Gaurav</u>



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behalf/account in respect of the Premises within 30 (thirty) days from the date of termination of this Agreement. In the event of any shortfall the Promoter shall be entitled to recover the said amount/s from the Purchaser/s; it is agreed and clarified that the Promoter shall not be liable to refund any amount/s towards taxes, if any paid by the Purchaser/s. It is hereby agreed and clarified that the Promoter shall not be liable to pay to the Purchaser/s any interest, compensation, damages, costs or otherwise on the amount so refunded. It is clarified that the Promoter shall not be liable or responsible to refund any of the Statutory Charges or any other charges that the Purchaser/s may have borne and/or paid in respect of the transaction contemplated herein and further the Promoter is hereby irrevocably authorized to comply with all the formalities for execution and registration of any deeds, documents and writings that shall be required to terminate this Agreement including unilateral Deed of Cancellation, if any (at the sole option of the Promoter), without the Purchaser/s being a signatory thereto and the Purchaser/s will not raise any objection or dispute in that regard.

(e) In case the Promoter receive a credit/refund of GST paid on this transaction, from the statutory authorities then only in such a case the same shall be refunded by the Promoter to the Purchaser/s without any interest thereon within (30) thirty days of such credit/refund.

**7. RIGHTS OF THE PARTIES:**

7.1. It is expressly agreed that the right of the Purchaser/s under this Agreement is only restricted to the Premises agreed to be sold by the Promoter to the Purchaser/s along with the exclusive right to use the Car Parking (subject to the terms hereof) and such right will accrue to the Purchaser/s only on the Purchaser/s making full payment of the Consideration and payment of all the amounts as stated herein to the Promoters including the Statutory Charges etc. on the respective due-dates strictly in accordance with this Agreement and only on the Purchaser/s performing and complying with other terms, conditions, covenants, obligations, undertakings etc. hereof. All other premises shall be the sole property of the Promoter and the Promoter shall be entitled to deal with / transfer / sell the same without any reference or recourse or consent or concurrence from the

Promoter	Purchaser/s
R	G. S. Gauri & Parale  

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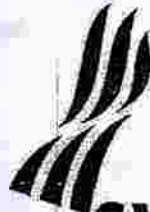
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BUILDERS & DEVELOPERS

Purchaser/s in any manner whatsoever. All Common Areas and Facilities shall always be the sole and absolute property of the Promoter until completion of the said Project.

- 7.2. The Promoter shall always have a right to get the benefit of additional Floor Space Index for construction from sanctioning authorities under the present or the new DCPR and also to make the additions, alterations, raise storeys or put up additional structures in accordance with the provisions of RERA and as may be permitted by sanctioning authorities and other competent authorities and such additions, structures and storeys will be the sole property of the Promoter alone. The Promoters shall have an irrevocable and perpetual right and be entitled to put a hoarding on the said Property or on any part/parts of the Building including on the terrace and/or on the parapet wall and the said hoardings may be illuminated or comprising of neon signs and for that purpose the Promoter is fully authorized to allow temporary or permanent construction or erection for installation either on the exterior of the said Building or on the said Property as the case may be. The Promoter reserves to itself full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the hoarding. The Promoter shall have an irrevocable and perpetual right to use his associates, financiers, sales, marketing or agency's name appointed by him on any of the hoardings.
- 7.3. The Promoter shall have the absolute authority and control as regards the unsold premises, unallotted car parks on all levels and the disposal thereof. The Promoter shall be liable to pay only the municipal taxes, at actuals, in respect of the unsold premises.
- 7.4. Till the entire development of the Property and the said Project is completed, the Purchaser/s shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the Common Areas and Facilities, un-allotted areas, open spaces, recreation facilities and/or any other common facilities or the amenities to be provided in the Property and the Purchaser/s shall have no right or interest in the enjoyment and control of the Promoter in this regard.
- 7.5. Subject to the provisions of RERA and the applicable law, the Promoter shall be at liberty to sell, assign, transfer mortgage or otherwise deal with its right, title and interest in the Property and/or the Building in the manner deemed fit by the Promoter without any consent



Promoter	Purchaser/s
R	G. S. Gammic <u>Ravala</u> <u>Ravala</u>



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or concurrence of the Purchaser/s or any other person, provided that the same does not in any way materially prejudice the right of the Purchaser/s in respect of the Premises.

- 7.6. The Promoter shall have the right to designate any space in the Property to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the Building that may be available on the Property. The Promoter shall also be entitled to designate any space in the Property to such utility provider either on leave and license or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the Property and the Building constructed thereon and the Purchaser/s irrevocably consent/s to the same.
- 7.7. The Promoter shall be entitled to construct site offices/sales lounge in the Property and shall have the right to access the same at any time without any restriction whatsoever.
- 7.8. The Promoter reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under the access roads in the Property, at all times, by day and night, for all purposes, with or without carts, carriages, motor cars, motor cycles, wagons and other vehicles (of all descriptions), laden or unladen, and to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use, enjoyment and development of the Property and if necessary in part) and/or to shift/vary/re-align/modify the same to another portion of the Property, as may be required by the Promoter.
- 7.9. The consents referred in this clause shall be considered as the Purchaser/s' unconditional and un-equivocal consent under section 7(1)(ii) of MOFA and the Rules thereunder and the consent under the provision of RERA. The Purchaser/s has / have carefully examined the plans that are currently approved, the Proposed Plans, and after considering and verifying the same agreed to enter into this transaction.
- 7.10. The Purchaser/s is / are aware that the Promoter shall be entitled to all the benefit of FSI or any incentive FSI viz. utilize fungible FSI, Transferable Development Rights (TDR) and all the development potential which the Promoter may get, in any form, and on whatsoever account or any such entitlements for the more beneficial and optimum use and enjoyment of the same in such manner as the Promoter deems fit.

Promoter	Purchaser/s
R	G.S. Gamie Parale  

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**SWASTIK**  
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 BUILDERS & DEVELOPERS

8. POSSESSION:

8.1. The Promoter shall give possession of the Premises to the Purchaser/s as mentioned herein after the receipt of Occupation Certificate and upon the Premises being ready for occupation upon receipt of the entire Consideration and all the amounts due and payable by the Purchaser/s under this Agreement including Statutory Charges, taxes and registration charges in respect of the Premises.



The Promoter shall give notice offering possession of the said Premises on a date specified herein to the Purchaser/s in writing of the Premises, to the Purchaser/s as mentioned on the RERA website. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clauses herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of the Premises on the Date of Hand Over, if the completion of the Building is delayed on account of:

- i. war, civil commotion or act of God;
- ii. any notice, order, rule, notification of the Government or other public, judicial or competent authority/court affecting the regular development of the Project;

8.3. Upon receiving the Possession Notice from the Promoter as per Clause above, the Purchaser/s shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed under the terms of this Agreement, and the Promoter shall give possession of the said Premises to the Purchaser/s. Irrespective of whether the Purchaser/s take/s or fail/s to take possession of the said Premises within the time provided in clause above, such Purchaser/s shall be liable to pay maintenance charges and all other charges with respect to the said Premises, as applicable and as shall be decided by the Promoter from the date of the notice to take possession.

Promoter	Purchaser/s
R	G.S. Annave, Barale, Davah



**SWASTIK**  
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**BUILDERS & DEVELOPERS**

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8.4. The Purchaser/s agree/s that the return of the payment of the amount/s mentioned herein (after deduction of amount/s) constitutes the Purchaser/s' sole remedy in the event of termination by the Promoter and the Purchaser/s forego/es any and all their rights to claim against the Promoter for any specific performance or for any losses, damages, costs, expenses or liability whatsoever.

8.5. The Purchaser/s has/have prior to execution of this Agreement visited and inspected the site of the Building under construction on the said Land and is fully satisfied with the location thereof and have satisfied himself/herself/themselves with respect to the said Project and the Premises.

8.6. If within a period of 5 (five) years from the date of handing over the Premises to the Purchaser/s, the Purchaser/s bringing to the notice of the Promoter any structural defect in the Premises or the Building or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoter, compensation as provided under the RERA.

8.7. The Promoter shall however not be responsible or liable to comply with its obligations stated in Clauses above if the defects or provision of services referred therein are on account of the acts or omissions on the part of the Purchaser/s and / or the other purchasers of premises in the said Building and/or Society including but not limited to alterations due to interior work, additions and alterations in plumbing, electrical layout etc. or due to normal wear and tear.

9. **SOCIETY/ ORGANISATION:**

9.1. The Purchaser along with other purchasers of the premises in the said Building shall join in becoming members of the Society and for this purpose also from time-to-time sign and execute the application for membership and other papers and documents necessary for becoming a member, including the bye-laws of the society and duly fill in, sign and return to the Promoter within 7 days of the same being forwarded by the Promoter to the Purchaser.

Promoter	Purchaser/s
R	G.S. Gaurie. <i>[Signature]</i> <i>[Signature]</i>

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**SWASTIK**  
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 BUILDERS & DEVELOPERS



No objection shall be taken by the Purchaser if any changes or modifications are made in the bye laws of the Society, as may be required by the Registrar of Co-operative Societies or any other competent authority.

9.2. The Purchaser/s herein and the said Society will not have any objection to admit the remaining purchasers of premises in the said Building as members of the said Society and the Purchaser/s hereby gives his/her/their specific consent to them being admitted. Notwithstanding anything contained herein, the Promoter and/or its assignees or assignees shall not be liable or required to pay any transfer fees/charges and/or any amount Compensation whatsoever to the said Society for the sale / allotment / assignment or transfer of the unsold flats / premises etc. in the said Property.

9.3. The Promoter shall be entitled to use and allow third party to use any part of the said Building and the said Land for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment, etc. The Purchaser/s agrees not to object or dispute the same. Notwithstanding anything contained herein, it is further agreed between the parties that at all times, the Promoter shall be entitled to brand the said Building / development on the said Property by putting its name/logo/sign on such conspicuous part of the building as desired by it. It is agreed that neither the Purchaser/s nor the Society shall at any point of time be entitled to remove, object, dispute or demand any monetary consideration for putting up the sign/name/logo.

9.4. It is expressly agreed and confirmed between the parties that all general facilities shall be for the use of all the purchasers of the premises in the said Building and the Purchaser/s shall pay proportionate share of expenses thereof. The proportionate share payable by the Purchaser/s to the Promoter / Society as may be determined by the Promoter / Society, shall be final and binding on the said Society and the Purchaser/s.

9.5. It is clarified that the Promoter shall have the right to enter into a contract with any third party / agency for the purpose of maintenance and upkeep of the said Property, such decision shall be final and binding until the charge of the said Building is handed over by the Promoter to the Society. Thereafter, the said Society will undertake to maintain the said Building and the underlying land or any part thereof.

Promoter	Purchaser/s
R	G. S. Gaurav  





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9.6. It is further clarified that save and except the rights agreed to be conferred upon the Purchaser and/or the Society, no other rights are contemplated or intended or shall be conferred upon the Purchaser or the Society, in respect of the Premises/Building Property and in this regard the Purchaser for himself/herself/themselves/its/ and the Society, waives all his rights and claims and undertakes not to claim and cause the same not to claim any such right in respect of the said Property.

**10. COMMON AREAS AND FACILITIES: -**

10.1. It is expressly agreed that the Purchaser/s shall be entitled to the common areas and facilities appurtenant with the Premises and the nature, extent and description of such common areas and facilities is set out in the Third Schedule hereunder written (collectively, "the said Common Areas and Facilities").

10.2. It is hereby agreed that the Promoter has the exclusive right of allotment of different areas, open spaces or otherwise and other spaces within the said Building and/or the Property to one or more person/s of its choice. It is hereby agreed that the areas mentioned in the Third Schedule written hereunder under the heading Common Areas and Facilities shall be the only common facilities and the Promoter shall be entitled to declare all other areas as exclusive area/s;

10.3. With regard to the Common Areas and Facilities, it is agreed between the Parties and the Purchaser/s specifically agrees, declares and confirms that:

- a) He/she/it/they shall not demand; insist or call upon the Promoter to complete the said Common Areas and Facilities till the Promoter has completed construction of the Building and has obtained full Occupation Certificate with respect to the same.
- b) Save and except the said Common Areas and Facilities, the Promoter shall not be liable, required and /or obligated to provide any other areas or facilities.
- c) The Common Areas and Facilities that shall be provided in the said Building shall be common for all the purchasers of premises in the said Building and the Purchaser/s shall not claim any exclusive right/title/interest thereto.

Promoter	Purchaser/s	
R	G.S. Gargale. <i>Gargale</i>	<i>Sauval</i>

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 BUILDERS & DEVELOPERS

d) The Purchaser/s shall be permitted to use the said Common Areas and Facilities in the manner as stated in this Agreement and on such terms and conditions as the Promoter may deem fit and proper.



The Promoter shall always be entitled to alter, amend and remove the Common Areas and Facilities at the sole discretion of the Promoters in accordance with the applicable law.

The Promoter shall always be the owner and will have all the right, title, interest in respect of the said Common Areas and Facilities, and will be entitled to deal with and dispose of the same in such manner as the Promoter may deem fit until the charge in respect of the said Building is handed over by the Promoter to the Society.

11. COVENANTS BY THE PURCHASER/S:

11.1. The Purchaser/s is/ are aware that the car parking space is for parking the Purchaser's own vehicle being private use, light motor vehicles only and not for parking lorry, tempo, public transport vehicle etc. who shall be entitled to the use, occupy and enjoy the same to the exclusion of the other flat owners/purchasers/ and/or occupiers in the Building (including the Purchaser/s).

11.2. The Purchaser/s is/are aware that there is a common terrace on the top of the said Building.

11.3. The Purchaser/s shall use the Premises or any part thereof or permit the same to be used only for residential purposes. The Purchaser/s agrees not to change the user of the Premises and/ or use the and/ or car parking space for any other purpose without prior consent in writing of the Promoter and the concerned municipal authorities. Any unauthorized change of user by the Purchaser/s shall render this Agreement voidable and the Purchaser/s in that event shall not be entitled to any right arising out of this Agreement.

11.4. The Purchaser/s confirm/s that he/she/they has/have independently investigated the title of the Promoter to the said Property and the said Project and that the Promoter has answered all the requisitions of the Purchaser/s to the satisfaction of the Purchaser/s and the

Promoter	Purchaser/s
R	G. S. Gaurav. <i>Gaurav</i> <i>Savali</i>



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Purchaser/s are satisfied with and unconditionally accept the title of the Promoter to the Property/Premises and covenant with the Promoter that they shall not make any further requisition/s and/or to call for any further documents and/or raise any dispute pertaining to the title of the Promoter to said Property / Premises and right/title of the Promoter to implement the Project and sell the Premises;

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11.5. The Purchaser/s confirm/s that the Promoter has given full free and complete inspection to the Purchaser/s of all the documents of title including originals available with them that have been furnished to the Competent Authority for registration of the said Building / Project with the Competent Authority. In addition to the aforesaid documents, the Promoter has given inspection, to the Purchaser/s, of documents relating to title of the Promoter to the Property, approved plans, designs and specifications prepared by the Promoter's Architect Mr. Rohit Parmar of M/s. Sai Sampada Design Build Services, permissions, approval, consents etc. granted by the Competent Authority to the Promoter and of such other documents as are specified under RERA and covenant with the Promoter that they shall not raise any dispute pertaining to the (i) quality and accuracy of construction of the Building/Premises vis-a-vis sanctioned plans; (ii) quality and standard of the fittings and fixtures in the said Premises; and (iii) the carpet area of the Premises and any area, which is appurtenant to the net usable floor area of the Premises, meant for the exclusive use of the purchaser/s;

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11.6. The Purchaser/s hereby represent and warrant to the Promoter as follows

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- (i) He/she/it has not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up, as the case may be;
- (ii) no receiver and/or liquidator and/or official assignee or any person is appointed of the Purchaser/s or all or any of his/her/their assets and/or properties;
- (iii) The Purchaser/s (being a company incorporated under the provision of the Companies Act) have not committed any default within the meaning of the Insolvency and Bankruptcy Code, 2016 (IBC) and has not received any default notice or invoice demanding the payment of any overdue amount under the IBC;

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Promoter	Purchaser/s
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(iv) No application has been made or contemplated filed admitted, or order, decree, judgment or resolution passed or contemplated, by the Purchaser/s (being a company incorporated under the provision of the Companies Act), voluntarily or otherwise, or any other person, organization, court, tribunal or authority for the commencement of insolvency resolution, liquidation, bankruptcy, winding up or analogous proceedings against the Purchaser/s;

No insolvency professional, liquidator, administrator, receiver or manager has been appointed by any person in respect of the Purchaser/s (being a company incorporated under the provision of the Companies Act) or all or any of its assets or any part thereof and no steps have been taken to initiate any such appointment.

(vi) No corporate action, legal proceedings or other procedure or step has been taken or notice given in relation to a composition or arrangement with any creditors of Purchaser/s (being a company incorporated under the provision of the Companies Act) with respect to Purchaser/s debt repayment obligations.



(vii) No legal proceedings are pending in connection with the enforcement of any security over any assets of Purchaser/s or any part thereof.

(viii) No legal proceedings are pending against Purchaser/s before any court, tribunal or authority for the recovery of any debt

(ix) Purchaser/s have not taken, initiated or become subject to any actions, steps, proceedings, appointments or arrangements analogous to those listed in sub-clauses (i) to (vi) above under the laws of any jurisdiction applicable to Purchaser/s.

(x) none of his/her/their assets/properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute etc.;

(xi) no notice is received from the Government in India (either Central, State or Local) and/or from abroad for his involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her;

Promoter	Purchaser/s
R	G. S. Garodia  



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- (xii) no execution or other similar process is issued and/or levied against him/her/ them and/or against any of his/her/their assets and properties;
- (xiii) he/she is not of unsound mind and/or is not adjudged to be of unsound mind;
- (xiv) he/she has not compounded payment with his creditors;
- (xv) he/she is not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than six months;
- (xvi) he/she/it is competent to contract and enter into this Agreement as per the prevailing Indian Laws and in case of Purchaser (not being an Individual) has obtained all necessary permissions including corporate approvals etc. and has passed requisite resolutions) for the same;

11.7. The Purchaser/s with an intention to bring all persons in whose hands the Premises may come, doth / do hereby represent and covenant with the Promoter as follows:-

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- (a) to maintain the Premises at the Purchaser/s' own cost in good tenantable repairs and condition from the date of taking possession of the Premises and shall not do or suffer to be done anything in or to Building, staircase or passage which may be against the rules, regulations or bye-laws of concerned local authority or change/alter or make addition in or to Building or the Premises or part thereof;
- (b) not to store in the Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction of Building or storing of which goods is objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages whereby upper floors may be damaged or that is likely to damage the staircase, common passage or any other structures of Building including the entrance thereof. In case any damage is caused to the Premises or Building on account of the negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable and responsible for the consequences of the breach;
- (c) to carry at the Purchaser/s' own cost all internal repairs to the Premises and

Promoter	Purchaser/s
R.	G. S. Ganaike <i>Panale</i> <i>Savale</i>

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maintain it in the same condition, state and order in which it was delivered by the Promoter to the Purchaser/s and not to do or suffer to be done anything in the Premises or Building which is in contravention of rules, regulations or bye-laws of the concerned local public authority; In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be liable for the consequences thereof to the local authority and/or public authority;



(d) not to change the user of the said Premises and/or make any structural alteration to said Premises and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Premises and not to cover or construct anything on the open spaces, and/or parking spaces/areas.

(e) not to demolish or caused to be demolished the Premises or any part thereof nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Premises or any part thereof nor alter the elevation and outside colour scheme of Building and to keep the portion, sewers, drain pipes in the Premises and the appurtenances thereto in good tenantable repair and condition so as to support, shelter and protect other parts of Building and shall not chisel or in any other manner damage the columns, beams, walls, slabs or RCC pards or other structural members in the Premises without the prior permission of the Promoter and/or the Society;

(f) not to shift windows of the said Premises and / or carry out any changes in the said Premises so as to increase the area of the said Premises and / or put any grill which would affect the elevation of the said Building; and / or carryout any unauthorized construction in the said Premises. In the event if any such change is carried out, the Purchaser/s shall remove the same within 24 hours of notice in the regard from the Promoters /Society. In the event if the Purchaser/s fails to remove the same within the period of 24 hours, then the Promoter shall be entitled to enter upon the said Premises and remove such unauthorized construction and the Purchaser/s hereby agrees and undertakes not to raise any objection for the same and / or demand any damages for the same from the Promoters / Society;

(g) not to do or permit to be done any act which may render void or voidable an

Promoter	Purchaser/s
R	G. S. Garaić <i>Garaić</i> <i>Garaić</i>



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insurance of the Property or Building or any part thereof or where by any increase in premium shall be payable in respect of the insurance;

- (h) not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the Premises in the compound or any portion of the Property and the Building;
- (i) not to hang clothes, garments or any other item or things from the balcony, windows or terrace or any other place appurtenant to the Building;
- (j) not to encroach upon or make use of any portion of the Building not agreed to be acquired by the Purchaser/s;
- (k) not to close or permit to be closed verandas, terraces or balconies of the Building or change the external elevation or colour scheme of the building nor of the common areas including lobby and the areas outside the main door of the Premises The Promoter shall have the right to inspect the said Premises at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Purchaser/s and also to recover costs incurred for such demolition and reinstatement of the said Premises to its original state.;
- (l) pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his/her share of security deposit demanded by the concerned local authority or government for giving water, electricity or any other service connection to the Building;
- (m) to bear and pay increase in local taxes, development or betterment charges, water charges, insurance premium and such other levies, if any, which are and which may be imposed by the Competent Authority and/or government and/or other public authority on account of change of user of the Premises for any purposes other than for the purpose for which it is agreed to be sold;
- (n) not to let, sub-let, transfer, assign or part with the Purchaser/s' interest or benefit factor of this Agreement and/or part with the possession of the Premises and/or part with occupation or give on leave and license, tenancy basis or induct any person/s into the Premises until all the dues payable by the Purchaser/s to the Promoter

Promoter	Purchaser/s
R	G.S. Gaurav. <i>Ravali</i> <i>Savali</i>

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**BUILDERS & DEVELOPERS**

under this agreement are fully paid up and only if the Purchaser/s has / have not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has / have intimated the Promoter and obtained the prior consent of the Promoter in writing in that behalf and also on intending transferee undertaking to observe and perform and carry out the terms and conditions as may be imposed in that behalf and the costs and expenses of such agreement will be paid by the Purchaser/s. Such consent / refusal shall be at the discretion of the Promoter;



(o) not to put any claim in respect of open spaces, any space available for hoardings, gardens attached to other units or terraces and the same are retained by the Promoter as restricted amenities. The Purchaser is aware that certain parts of the said Building shall be allocated for exclusive use of certain users/residents and the Purchaser waives his right to raise any dispute in this regard;

(p) the Purchaser/s shall observe and perform all the rules and regulations and byelaws of the Society and the additions, alterations and amendments thereof that may be made from time to time for protection and maintenance of the Building and the premises therein and for the performance and observance of building rules, regulations and bye-laws for the time being of the concerned local authority, government or public bodies. The Purchaser/s shall also observe and perform all the terms and stipulations laid down by the Society regarding occupation and use of the Premises and shall pay outgoings and other charges in accordance with the terms of this Agreement.

(q) to allow the Promoter, their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Property and the Building or any part thereof to view and examine the state and condition thereof or for the purpose of viewing or repairing or maintaining and cleaning any part of the said Building including all drains, pipes, cables, wires, gutters and other fixtures, fittings, utilities, conveniences, amenities and facilities belonging, serving or appurtenant thereto as also for the purpose of making, laying, installing and/or affixing additional, new and other fixtures, fittings, utilities, conveniences, amenities

Promoter	Purchaser/s
A	G. S. Garave - <i>Garave</i> <i>Garave</i>





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facilities and services in, through, over or outside the said Premises for the benefit of the said Building and for the purpose of, maintaining, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, structure or other conveniences belonging to or serving or used for the said Building, after giving 2 (two) working days prior notice in writing. The Purchaser/s shall not obstruct or hinder the Promoter and/or their architects, engineers, surveyors, contractors, agents and employees, with or without workmen and others, in carrying out their duties;

- (r) not to fix any grill to the exterior of the Building or windows except in accordance with the design approved by the Promoter. The Purchaser/s shall fix the grills on the inside of the windows only. The standard design for the same shall be obtained by the Purchaser/s from the Promoter and the Purchaser/s undertakes to not fix any grill having a design other than the standard design approved by the Promoter;
- (s) the Purchaser/s shall not do or suffer to be done anything on the Property or the Building to be constructed thereon which would be forbidden or prohibited by the rules of the concerned government authorities. In the event, the Purchaser/s commit/s any acts or omissions in contravention to the above, the Purchaser/s alone shall be responsible and liable for all the consequences thereof to concerned authorities in addition to any penal action taken by the Promoter in that behalf;
- (t) to install/fix the air conditioners and their units in the designated ducts/areas, if provided and to not install a window air-conditioner within or outside the said Premises. If found that the Purchaser/s has affixed a window air conditioner or the outdoor condensing unit which projects outside the said Premises, then the Purchaser/s shall be required to remove the same upon being called upon by the Promoter to do so;
- (u) the Purchaser/s shall use the Premises or any part thereof or permit the same to be used only for residential purpose. The Purchaser/s agree/s not to change the user of the Premises without prior consent in writing of the Promoter and any unauthorized change of user by the Purchaser/s shall render this Agreement voidable and the Purchaser/s in that event shall not be entitled to any right arising

Promoter	Purchaser/s
<i>R</i>	<i>A.S. Goyal</i> <i>Pavale</i> <i>Pavale</i>

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out of this Agreement:

- (v) the Purchaser/s shall not park at any other place and shall park all vehicles in the allotted/ designated parking lots only as may be prescribed by the Promoter.



That the dry and wet garbage shall be separated and the wet garbage generated in the building shall be treated separately on the same plot by the residents / occupants of the building in the jurisdiction of MCGM.

Promoters consider the accuracy of the representations and warranties of the Purchaser/s to be an important and integral part of this agreement and have executed this agreement in reliance of the same.

11.9. The Purchaser/s hereby agree/s to indemnify and keep indemnified, saved, defended and harmless the Promoter against any or all claims, losses, damages, expenses, costs or other liabilities incurred or suffered by the Promoters from or due to any breach by the Purchaser/s of his/her/their covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Purchaser/s in complying/performing his/her/their obligations and/or term and/or conditions under this Agreement and/or approvals, Commencement Certificate/s, no objection certificate and other sanctions, permissions, undertakings and affidavits etc.

11.10. The Purchaser/s agree/s to grant to the Promoter, all the facilities, assistance and co-operation as the Promoter may reasonably require from time to time even after the Promoter has delivered possession of the Premises to the Purchaser/s, so as to enable the Promoter to complete the Project.

11.11. The Purchaser/s shall have no claim save and except in respect of the Premises. All other areas will remain the property of the Promoter until the whole of the Property is transferred as herein provided subject to the rights of the Promoter as contained in this Agreement.

11.12. In the event, the Purchaser/s being a resident outside India, Non-Resident Indian (N.R.I.) or OCI or PIO intending to book and acquire a flat / premises from the Promoter, then such Purchaser/s shall be solely responsible for complying with the necessary formalities laid

Promoter	Purchaser/s
for G.S. Gargale	[Signature]



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BUILDERS & DEVELOPERS**

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down under the applicable laws including that of remittance of money for payment acquisition/ sale/transfer of immovable properties in India etc. and procure the necessary / statutory permissions from the Reserve Bank of India or any other Competent Authority, if required. The Purchaser/s shall and provide the Promoter with such permission/ approvals which would enable the Promoters to fulfill its obligations under this Agreement. The Promoter shall not be held liable for the deficiency of any statutory permissions being not available or procured by such purchaser/s. The Purchaser/s shall comply with all requirements as required in this regard and shall keep the Promoter fully indemnified and harmless in this regard.

11.13. The Purchaser/s shall inform the Promoter if there is any change in the residential status of the Purchaser/s subsequent to the signing of this Agreement and comply with necessary formalities if any under the applicable laws.

11.14. Without prejudice to the generality of the foregoing, the Purchaser/s hereby agree/s and confirm/s as under-

- (a) The Society shall preserve and maintain the following documents after the same are handed over by the Promoter to the Society:
- (i) Documents pertaining to the title to the said Property;
  - (ii) Copies of IOA, CC subsequent amendments, Occupation Certificate and corresponding canvas mounted plans of the Building;
  - (iii) Copies of soil investigation report;
  - (iv) RCC details and canvas mounted structural drawings of the Building;
  - (v) Structural stability certificate from licensed Structural Engineer;
  - (vi) Structural audit report;
  - (vii) All details of repairs carried out in the Building;
  - (viii) Supervision certificate issued by licensed site supervisor;
  - (ix) Building Completion Certificate issued by licensed Surveyor/Architect;
  - (x) NOC and Completion Certificate issued by CFO;
  - (xi) Fire safety audit carried out as per the requirement of CFO;
  - (xii) All contracts entered into between Promoter and Service Provides with respect to the maintenance and upkeep of the common areas.

Promoter	Purchaser/s

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**SWASTIK**  
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 BUILDERS & DEVELOPERS



11.15. The Purchaser/s is / are aware that the Society shall preserve and maintain the above documents/plans and maintain the subsequent periodical structural audit reports and the repair history.



**OUTGOINGS:**

On and from the date of Possession or Occupation Certificate whichever is earlier, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Premises) of the outgoings in respect of the Property and the Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or government sub-station and cable cost water charges, electricity charges, common lights, insurance, repair and salaries of clerks, bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the Property and the Building. Till the period of one year from the date of receipt of occupation certificate, the Purchaser/s shall pay to the Promoter such proportionate share of the outgoings as may be determined by the Promoter. The Purchaser/s agree/s that till the Purchaser/s' share is so determined, the Purchaser/s shall pay to the Promoter provisional monthly contribution towards the outgoings regularly on the 5<sup>th</sup> day of every month in advance and shall not withhold the same for any reason. The amounts so paid shall not carry any interest and remain with the Promoter until the maintenance and administration of the said Building and the common area is handed over by the Promoter to the Society. On such handover, the aforesaid deposits (less deductions) shall be paid over by the Promoter to the Society.

12.2. The Purchaser/s shall simultaneously with the execution of this Agreement pay to the Promoter the following amounts over and above the Consideration and all other amount payable by the Purchaser/s under this Agreement or otherwise. The Promoter is entitled to retain and appropriate the same to its own account:-

Promoter	Purchaser/s
R	G. S. Garai C. Pawale  



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Particulars	Amount (RS)
Share money / Membership charges	600/-
Provisional Maintenance Charges	21,594/- OR On actual basis decided at the time of Possession
Corpus Fund or its equivalent	50,142/- OR On actual basis as decided at the time of Possession
GST on actual basis (if applicable)	
<b>Total</b>	<b>72,336/-</b>

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- 12.3. All the aforesaid charges to be collected by the Promoter under Clause 12.2 above shall be further increased by applicable rate of GST as per the applicable laws or statute for the time being in force and shall be payable as and when called for by the Promoter but in any case, before the Date of Possession;
- 12.4. It is agreed in respect of amounts mentioned in Clauses 12.1 and 12.2 above, the Promoter is not liable to render accounts. The Promoter shall hand over the deposits less deduction for expenses and/or balance thereof to the Society as aforesaid. In the event of any additional amount becoming payable whether on actual or otherwise under any of the sub-clauses of Clause 12, the Purchaser/s shall forthwith on demand pay and deposit the difference to the Promoter. The aforesaid amounts/deposit shall not carry any interest.
- 12.5. The Promoter shall maintain a separate account in respect of the sums received by the Promoter from the Purchaser/s as advance or deposit, on account of the Society, outgoings, legal charges and shall utilize the same for the purpose for which they have been received;
- 12.6. It is further clarified that the list of charges mentioned hereinabove is only indicative and not exhaustive and the Purchaser/s agree/s to pay to the Promoter, such other charges under such other heads as the Promoter may indicate.
- 12.7. If the Purchaser/s fails or neglects to pay these monthly outgoings in respect of the said Premises and/or their proportionate share for the said Property and/or the said Building for any reason whatsoever, without prejudice to their right to collect interest at the SBI highest

Promoter	Purchaser/s
R	G.S. G. Malik <i>Parale</i> <i>Savali</i>

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 BUILDERS & DEVELOPERS

marginal cost of lending rate plus 2% p.a. as notified under RERA or at such rate as is notified from time to time for the delayed payment and without prejudice to any other rights available to them including right to terminate the Agreement, the Promoter shall be entitled to adopt appropriate legal proceedings for recovery thereof and/or absolutely and unconditionally stop and restrict the Purchaser/s from using other recreational facilities.

12.8. It is hereby clarified that the Promoter shall not be liable, responsible and / or required to render accounts in respect of the amounts mentioned in Clause 12 and that the aforesaid amounts mentioned in Clause 12.1 and 12.2 do not include the dues for electricity and other bills for the said Premises and the Purchaser/s shall be liable to pay electricity and other bills for the individual meters separately. It is further clarified that the list of charges and amounts mentioned in Clause 12.1 and 12.2 are only indicative and not exhaustive and the Purchaser/s agrees to pay to the Promoter, such other charges or such additional amounts under such heads as the Promoter may indicate without any demur.



13.

**REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

The Promoter hereby represents and warrants to the Purchaser/s as follows:

- i. The Promoter has the requisite rights to carry out development upon the Property and also has actual, physical and legal possession of the Property for the implementation of the project for construction of the Building;
- ii. 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;
- iii. There are no encumbrances upon the Property or the project except those disclosed in the title report and/or to RERA;
- iv. There are no litigations pending before any Court of law with respect to the Property and or the Project;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, are valid and subsisting and have been obtained by following due process of law. Further, approvals, licenses and permits issued by the competent

Promoter	Purchaser/s
R	G. S. Gargi <i>Gargi</i> <i>Saini</i>



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authorities with respect to the project, Property and the Building shall be obtained by following due process of law and the Promoter has been and shall remain in compliance with all applicable laws in relation to the subject, the Property, the Building;

- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the Promoter is restricted to enter into this Agreement.
- vii. 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 Property, including the project nor any document/s in respect of the Premises which will, in any manner, affect the rights of Purchaser/s under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Premises to the Purchaser/s in the manner contemplated in this Agreement;
- ix. 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;

**14. FINAL TRANSFER DOCUMENT:**

14.1 The Promoter shall, within 3 (three) months of receipt of the Full Occupancy / Occupation certificate in respect of the Building and subject to the receipt of entire consideration and all other amounts due and payable by the purchasers of the premises in the Building handover the charge in respect of the Building to Society keeping with the terms and provisions of this Agreement.

Promoter	Purchaser/s
R	G.S. Ganai. <i>Ranate</i> <i>Savals</i>

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15. INDEMNIFICATION BY THE PURCHASER/S:

The Purchaser/s shall indemnify and keep indemnified the Promoter and hold the Promoter harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional fees in relation thereto) of whatsoever nature incurred or suffered by the Promoter directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Promoter under this Agreement; (b) any breach and/or default by the Purchaser/s in the performance of any and/or all of his/her obligations under this agreement and/or terms and conditions of this Agreement and/or bye-laws of the Society; (c) damages to any property(ies) howsoever arising related to the use and/or occupation of the Premises and/or the Property and directly or indirectly as a result of the negligence, act and/or omission of the Purchaser/s or his / her / their agents, servants, tenants, guests, invitees and/or any person or entity under his /her /their control; and (d) Purchaser/s' non-compliance with any of the restrictions regarding the use and/or occupation of the Premises.



16. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the premises in the Project)

17. MISCELLANEOUS

17.1 The Purchaser/s confirm/s, understand/s and agree/s that the information, details, images, sketches and elevation contained in the leaflets/ brochures, or any other printed material are only indicative and artistic imagination and may not be exact or accurate, and the same does not form either the basis or part of the offer or contract.

17.2 Notwithstanding anything contained herein, it is agreed between the Parties hereto:

- (i) that the Promoter shall have irrevocable and unfettered right and be entitled, at any time hereafter, to mortgage, create charge and other encumbrances and in respect

Promoter	Purchaser/s
R	G. S. Gargane. <i>[Signature]</i> <i>[Signature]</i>





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GROUP  
BUILDERS & DEVELOPERS**

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of their rights in respect of the said Property and/or the said Building and all premises/flats therein and also the building hereafter and its right, title and interest therein subject to the the Purchaser/s who has agreed to purchase the said Premises under this Agreement;

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- (ii) that the Promoter shall have an irrevocable and unfettered right and be entitled, at any time hereafter to partition the said Building and the said Property as the Promoter may deem fit and proper and the Purchaser/s shall have no objection to the same.
- (iii) that the sample flat, if any, constructed by the Promoter and all furniture, items, electronic goods, amenities etc. provided therein are only for the purposes of show casing the sample flat, and the Promoter is not liable, required and/or obligated to provide any furniture, items, electronic goods, amenities etc. as displayed in the said sample flat, other than as expressly agreed by the Promoter under this Agreement.



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17.3 The Purchaser/s hereby expressly agrees and covenant with the Promoter that in the event the said Building or any part thereof being constructed on the said Property is not ready for use and occupation and in the event of the Promoter offering license to enter upon the said Premises for fit-outs to the Purchaser/s at the requests of the Purchaser/s or handing over possession of the said Premises earlier than completion of the entire said Building then in that event the Purchaser/s shall not have any objection to the Promoter completing the construction of the balance building or additional floors on the said Building or additional structure on the said Property without any interference or objection by the Purchaser/s in any manner whatsoever.

17.4 No forbearance, indulgence or relaxation or inaction by the Promoters at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence

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to or recognition of rights and/or position other than as expressly stipulated in these presents. Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s by the Promoters shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the Promoter.



The Purchaser/s hereby declares that he / she / they has / have gone through this Agreement and all the documents related to the said Property and the said Premises and has expressly understood the contents, terms and conditions of the same and the Purchaser/s after being fully satisfied has/have entered into this Agreement and further agrees not to raise any objection in regard to the same.

17.6 The Purchaser/s confirms that the Purchaser/s has/have visited and has/have physically seen the said Property and is satisfied with the same and is not entering into the Agreement on the basis of any advertisement or brochure or oral representation concerning the said Building or the said Premises.

**18 BINDING EFFECT:**

Forwarding this Agreement to the Purchaser/s by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser/s until, firstly, the Promoter makes payment of the requisite stamp duty thereon and thereafter signs and delivers the Agreement with all the schedules along with the payments due as stipulated in Annexure [I] within 30 (thirty) days from the date of receipt by the Purchaser/s and secondly, appears for registration of the same before the concerned office of the Sub-Registrar of Assurances as and when intimated by the Promoter. If the Purchaser/s fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s and/or appear before the Sub-Registrar for its registration and when intimated by the Promoter, then the Promoter shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including

Promoter	Purchaser/s
R	G. S. Gauric <i>Gauric</i>
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booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever.

**19 ENTIRE AGREEMENT:**

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supercedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Premises including:

- (i) All agreements, arrangements, understanding, negotiations, commitments, writings allotment, letters, brochures and/or other documents entered into, executed and/or provided between the Purchaser/s and the Promoters prior to the date of execution of this Agreement;
- (ii) All the representation, warranties, commitments, etc. made by the Promoter in any documents, brochure, hoarding, etc. and /or through on any other medium;

The Promoter shall not be bound by any such agreement, negotiations, commitments, writings, discussions, representations, warranties and/or compliance thereof other than expressly agreed by the Promoter under this Agreement.

**20 RIGHT TO AMEND:**

This Agreement will not be amended, altered or modified except by a written instrument signed by both the parties;

**21 SEVERABILITY:**

If any of the provision of this Agreement shall be determined to be void or unenforceable under the RERA or the Rules and Regulations made thereunder 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 confirm to the RERA or the Rules and Regulation made thereunder or the applicable law, as the case may be and the remaining provisions of this Agreement shall remain valid and enforceable;

Promoter	Purchaser/s
R. G. S. Ganai	Ravala Savale

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**SWASTIK**  
**GROUP**  
BUILDERS & DEVELOPERS

**22 FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.



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

Name of Purchaser/s : Mr. Ganpat Sadashiv Garale Mr. Rahul Ganpat Garale,  
 Ms. Shilpa Ganpat Garale  
 Address : 3D/6, Navjeevan Nagar, Ganesh Marg, Hariyali Village,  
 Tagore Nagar, Vikhroli (E), Mumbai - 400083  
 Notified Email ID : [garaierahul@gmail.com](mailto:garaierahul@gmail.com)

AND

Promoter's Name : M/s. Swastik Homes  
 Address : 312, Swastik Disa Corporate Park, LBS Marg,  
 Ghatkopar West, Mumbai - 400 086  
 Notified Email ID : [swastikgroup123@gmail.com](mailto:swastikgroup123@gmail.com)

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

Promoter	Purchaser/s
R. G. S. Garale	Garale Garale



**SWASTIK**  
**G R O U P**  
 BUILDERS & DEVELOPERS

करल - ३  
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A notice shall be deemed to have been served as follows:

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

**24 JOINT PURCHASERS:**

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

**25 STAMP DUTY AND REGISTRATION:**

The stamp duty charges shall be borne and paid by the Promoter and the registration charges of and incidental to this Agreement shall be borne and paid by the Purchaser/s. The Purchaser/s shall at his, her, their, cost and expenses, lodge this Agreement before the concerned Sub-Registrar of Assurances within the time prescribed by the Registration Act, 1908 and after due notice on this regard the Promoter shall attend such office and admit the execution thereof.

**26 NO WAIVER:**

Any failure to exercise or delay tolerated or indulgence shown by the Promoter in exercising or enforcing the terms of this Agreement or any forbearance or giving of time by the Promoter to the Purchaser/s shall not constitute / be construed as a waiver thereof and no single or partial exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy;

Promoter	Purchaser/s	
<i>h</i>	<i>F.S. Ganai Bhande</i>	<i>Sauvala</i>

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**27 DISPUTE RESOLUTION:**

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the concerned authority as per the provisions of the RERA and the Rules and Regulations, thereunder.

**28 GOVERNING LAW:**



That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Mumbai Courts shall have jurisdiction for this Agreement

The agreement shall always be subject to the provisions of RERA and the same shall be read together with Maharashtra Ownership of Flats Act, 1963 and the respective rules made thereunder.

**30 The PAN of the Parties are :**

Promoter : ADYFS4233L  
 Purchaser/s : ACLPG6055E, ARYPG5374Q, BFPPG3281L

**The First Schedule Above Referred To:**  
**(Description of the said Property No.1)**

All that piece and parcel of land bearing C.T.S. No. 349 (part) corresponding to City Survey No. 113 (part) admeasuring 596.03 square meters together with the adjoining tit bit areas admeasuring 246.32 square meters and 0.88 square meters road set back area at Village Hariyali, Tagore Nagar, Vikhroli (East), Mumbai - 400083 in the registration sub-district of Kurta, (Bombay Suburban District) and bounded as follows:

On or towards the North : By Building No. 32  
 On or towards the South : By Building No. 37  
 On or towards the East : By 18.30 wide DP road  
 On or towards the West : By Building no. 29

Promoter	Purchaser/s
R	G.S. Gattai & Sonale 



**SWASTIK**  
**GROUP**  
 BUILDERS & DEVELOPERS

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

Residential Premises being Apartment / Flat No. 2307, admeasuring 34.01 square meters, RERA carpet area on 23<sup>rd</sup> floor along with the right to park 0 (zero) car in the Building No. 36 known as Swastik Coral to be constructed on all that piece and parcel of land bearing C.T.S. No. 349 (part) corresponding to City Survey No. 113 (part) admeasuring in the aggregate 596.03 square meters or thereabouts situate, lying and being at Tagore Nagar, Vikhroli (East), Mumbai - 400 083 in the registration sub-district of Bandra and Bombay Suburban District.

**The Third Schedule Above Referred To:**  
(Common Areas and Facilities)

1. WATER PROOFING
  - Terrace Water Proofing
  - Water proofing for toilets.
  - Water proofing for water tank.
2. FACILITIES
  - Lifts of reputed make as per requirements. (Schindler, Kone, Thyssen Krupp or equivalent)
  - Well designed entrance layout.
  - Society Office.
  - Under ground and over head water storage tank shall be provided as per BMC rule.
3. STRUCTURE
  - R.C.C. frame structure
  - Concrete as per RCC Consultant
  - Cement as per RCC Consultant
  - Steel TMT bars as per RCC Consultant

Promoter	Purchaser/s
R	G.S. Garani <i>Garani</i> <i>Savali</i>

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

SIGNED AND DELIVERED )  
 by the withinnamed the "Promoter" )  
 M/S. SWASTIK HOMES )  
 PAN: ADYFS4233L )  
 by its designated partner )  
 Mr. RAHUL SAMAR )  
 in the presence of .... )



Rahul Samar

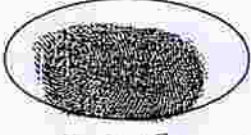


1. Aditya Waghela Aditya

2. Manil Potadia Manil

SIGNED AND DELIVERED )  
 by the withinnamed the "Purchaser/s" )

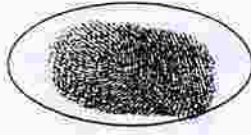
MR. GANPAT SADASHIV GARALE )



G. S. Garale



MR. RAHUL GANPAT GARALE )



Rohale



Promoter	Purchaser/s





**SWASTIK**  
**GROUP**  
BUILDERS & DEVELOPERS

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MS. SHILPA GANPAT GARALE



*Garale*



in the presence of.....

1. Aditya

2. Mam



Promoter	Purchaser/s



**SWASTIK**  
G R O U P  
BUILDERS & DEVELOPERS

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Receipt

Received a sum of Rs.27,57,319/- (Rupees Twenty Seven Lakhs Fifty Seven Thousand Three Hundred Nineteen Only) from Mr. Ganpat Sadashiv Garale, Mr. Rahul Ganpat Garale, Ms. Shilpa Ganpat Garale within named Purchaser/s being the earnest money paid to us as under :

Date	Cheque No.	Bank Name	Amount
20-07-2024	982884	HDFC Bank Ltd	1,00,000/-
20-07-2024	589257	State Bank of India	6,57,319/-
20-07-2024	589256	State Bank of India	20,00,000/-

Witnesses:-

1. Aditya
2. Manil

WE SAY RECEIVED

for M/S. SWASTIK HOMES

Rahul Samar

MR. RAHUL SAMAR  
PARTNER



Promoter	Purchaser/s

Date: 16/10/2024

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To,  
M/S. SWASTIK HOMES  
312, SWASTIK DISA CORPORATE PARK,  
L.B.S. MARG, GHATKOPAR (WEST),  
MUMBAI - 400 0086.



SUB: PAYMENT OF STAMP DUTY.

DEAR SIR/MADAM,

WE HEREBY CONFIRM THAT WE HAVE NOT PAID ANY STAMP DUTY AMOUNT AGAINST THIS FLAT/UNIT AND THE ENTIRE STAMP DUTY WILL BE PAID BY THE PROMOTER.

WE ACKNOWLEDGE AND CONFIRM THE SAME.

YOURS FAITHFULLY,

ACCEPTED AND CONFIRMED

F.S. GAYRIE

*Parale*

*Parale*

\_\_\_\_\_  
PURCHASER

PROFORMA-B

CONTENTS OF SHEET

FLOOR PLAN, BLOCK PLAN, LOCATION PLAN, PLOT AREA, DIAGRAM & CA

SUMMARY, U.A. SUMMARY, PARKING STATEMENT, PUMP ROOM

STAIRCASE & LOBBY AREA STATEMENT

STAMP OF DATE OF RECEIPT OF PLANS

Approved subject to conditions mentioned in this office Letter No. 85/2023 - 8/11/80/2023

Date 22 APR 2024

Ex. Eng. Office Greater Mumbai (E.S.) Maharashtra Planning & Area Development Authority

STAGE OF APPROVAL OF PLANS

This cancels Appendix to the previous Plans Sanctioned under no. 19/2023 8/11/80/2023 dated 17/06/2023

DESCRIPTION OF PROPOSAL AND PROPERTY

PROPOSED REDEVELOPMENT OF BUILDING NO 36 SHREE SAI CHSL PROPERTY BEARING C.T.S. NO. 113 (PT), TAGORE NAGAR VIKHROLI (EAST), MUMBAI

NAME AND ADDRESS OF OWNER

SWASTIK HOMES (SWASTIK GROUP) 312/SWASTIK DISA COOP. OPP. SHREYAS CINEMA 135 CHATKOPAR (WEST) MUMBAI - 400 080

SIGNATURE OF DEVELOPER



SIGNATURE OF SOCIETY



JOB NO. DRWG. NO.

2206 101/051

CHECKED BY

ROHIT P.

APPROVED BY

BARESH

NAME AND SIGNATURE OF ARCHITECT

ROHIT PARMAR

(ARCHITECT)

M/S. SAI SAMPADA DES, 1000 HEADQUARTER BLDG. OPP. COLLECTOR OFFICE, MUMBAI - 400 051

Handwritten signature of Rohit Parmar

AR. ROHIT PARMAR CA/2012/55926

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1.85 1.58 1.72 1.05 0.17 5.38

16.97 50.34 45.24



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RESIDENTIAL	GROSS BUA	NET BUA
Ground floor	0.00	
1st floor	189.8	
2nd floor	341.24	
3rd floor	341.24	
4th floor	341.24	252.77
5th floor	341.24	252.77
6th floor	341.24	252.77
7th floor	341.24	252.77
8th floor	341.24	252.77
9th floor	341.24	252.77
10th floor	341.24	252.77
11th floor	341.24	252.77
12th floor	341.24	252.77
13th floor	345.43	255.87
14th floor	345.43	255.87
15th floor	345.43	255.87
16th floor	345.43	255.87
17th floor	345.43	255.87
18th floor	345.43	255.87
19th floor	345.43	255.87
20th floor	345.43	255.87
21st floor	345.43	255.87
22nd floor	345.43	255.87
23rd floor	345.43	255.87
terrace floor	0.00	0.00
TOTAL	7516.97	5568.13
TOTAL BUILT UP AREA RESIDENTIAL		5568.13
TOTAL BUILT UP AREA (TOTAL BUA)	0.77	0.77



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मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ  
(महाडाचा घटक)MUMBAI HOUSING AND  
AREA DEVELOPMENT BOARD  
(A MHADA UNIT)

स्वातंत्र्याचा अमृत महोत्सव

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5.No.CO/MB/REE/NOC/F-1364/ 192 /2022  
Date:- 28 JUL 2022To,  
The Executive Engineer, (Eastern Suburb),  
Building Permission Cell,  
Greater Mumbai, MHADA,  
Bandra (E), Mumbai 400 051.Sub : N. O. C. for proposed redevelopment of existing Building No.36,  
known as Tagore Nagar SHREE SAI CHSL., bearing CTS No.  
349(pt), S. No.113 (pt.), at village-Tagore Nagar, Vikhroli (E),  
Mumbai - 400 083 under regulation no.33(5) of DCPR-2034.  
--- NOC for 1,2,3 & 4<sup>th</sup> installment.

- Ref :
1. Mumbai Board's Offer letter No. CO/MB/REE/NOC/F-1364/3236/2021, dated 29.12.2021.
  2. Society's Proposal for NOC dt.20.05.2022.

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

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

- The above allotment is on sub-divided plot as per demarcation plan admeasuring about 843.23 m<sup>2</sup> (i.e. 596.03 m<sup>2</sup> as per Lease deed + 246 m<sup>2</sup> additional land + 0.88 m<sup>2</sup> Road Set back). The total built up area shall be permitted up to existing BUA 968.64 m<sup>2</sup> + 4,601.05 m<sup>2</sup> (residential use) [i.e. 1,561.05 m<sup>2</sup> in the form of additional BUA + 2,328.00m<sup>2</sup> Pro-rata BUA 712.00 m<sup>2</sup> Pro-rata from balance BUA of layout as per A.R.6615] thus total BUA = 5,569.69 m<sup>2</sup> only.
- Allotment of total BUA of 5,569.69 m<sup>2</sup> (for residential) is permitted for 100% purpose only.
- Since the Society has paid Full payment (First to Fourth installment) 100% amount of premium towards additional built up area of 4,601.05 (for residential use) as per A.R. Resolution 6749, Dt. 11.07.2017, hence Commencement certificate shall be issued for 5,569.69 m<sup>2</sup> (for residential use) [i.e. 4,601.05 m<sup>2</sup> (for residential use) permitted through this NOC (Proportionate to the Full payment (First to Fourth installment) paid by Society as per Offer letter under reference no. 1) and 968.64 m<sup>2</sup> Existing Built up area]

गृहनिर्माण भवन, कलानगर, बंद्रे (पू), मुंबई ४०० ०५१.  
दूरध्वनी ६६४० ५०००, २६५९२८७७, २६५९२८८९  
फॅक्स नं. ०२२-२६५९२०५८ / पत्रपेटी क्र. ८९३५

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

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The NOC is granted as per policy laid down by the MHADA vide MHADA Resolution Nos. 6260 Dt.04/06/2007, A. R. No. 6397 dated 5/05/2009, A. R. No. 6422 dated 07.08.2009 and A.R. no. 6749, Dt. 11/07/2017 and circular dated 16/06/2011 & 21/12/2011 subject to following conditions.

1. The work of redevelopment should be carried out as per plans submitted to this office along with detailed proposal, as per prior approval of EE, BP Cell, Greater Mumbai / MHADA.
2. Necessary Approvals to the plans from EE, BP Cell, Greater Mumbai / MHADA should be obtained before starting of work.
3. The work should be carried out under the supervision of the Competent Registered Architect and Licensed Structural Engineer.
4. The work should be carried out entirely at applicant's own risk and cost and MHADA Board will not be responsible for any mishap or irregularity at any time.



5. The built up area permitted as per statement below.

Sr.No	Built up Area	
1.	Plot area as per demarcation plan.	
	i. As per Lease deed	- 596.03 m <sup>2</sup>
	ii. Tit bit area	- 246.32m <sup>2</sup>
	iii. Road Set back	- 0.88 m <sup>2</sup>
2.	Net Plot area	
	i. As per Lease deed	- 596.03 m <sup>2</sup>
	ii. Tit bit area	- 246.32m <sup>2</sup>
3.	Plot area considered for FSI purpose.	843.23
4.	Permissible FSI	3.00
5.	Permissible BUA (843.23 m <sup>2</sup> x 3.00)	2,529.69
6.	Permissible Pro-rata from layout FSI (72.75 m <sup>2</sup> X 32 T/s)	2,328.00
7.	Pro-rata from balance BUA of layout as per A.R.6615	712.00
8.	Total permissible BUA (Sr. no. 5+6+7)	5,569.69
1.	Total built up area permitted for obtaining I.O.A.	
	5,569.69 m <sup>2</sup> (for residential) permitted through this NOC.	5,569.69
2.	Total built up area permitted for obtaining Commencement Certificate	
	i. Existing Built up area = 968.64 m <sup>2</sup> .	
	ii. Additional BUA = 4,601.05 m <sup>2</sup> (for residential use) permitted through this NOC. (Proportionate to the Full payment (First to Fourth installment) paid by the Society as per Offer letter under reference no. 1). However further CC for above additional BUA 4,601.05 m <sup>2</sup> (for residential use) shall be issued only after the Tri-partite Agreement, as per Circular dtd.16.03.2021 of Housing department, GOM is executed and the copy of the same is submitted by the society. Society / Developer shall have to pay the entire stamp duty of prospective buyers for the 4,601.05 m <sup>2</sup> (for residential use) area for which 50 % reduction in premium is availed by society as per UDD's G.R. dtd. 14.01.2021 and same is allotted vide this NOC. The proposed plan submitted by Society/ Developer/ Architect showing earmarked BUA of 4,601.05 m <sup>2</sup> (for residential use) is attached herewith.	5,569.69

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It should be sole responsibility of society to obtain the approval of plans / ESI as per 33(5) of DCPR 2034 from Planning Authority/MHADA and this allotment is made subject to approval of Planning Authority/MHADA, the minimum rehabilitation carpet area shall be as per provision of clause no.2 under action 33(5) of DCPR 2034.

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7. The work should be carried out within the land underneath & appurtenant to the society / society's building or plot leased by the Board / as per approved subdivision.
8. Responsibility of any damage or loss of adjoining properties if any will vest entirely with the society and M.H.& A. D. Board will not be responsible in any manner.
9. The user of this construction under this NOC should be restricted to **RESIDENTIAL** purpose only. Separate permission for other user will have to be obtained.
10. Barbed wire fencing/ chain link Compound wall along boundary line is permitted after getting demarcation fixed from the Executive Engineer, Kurla Division, Mumbai Board.
11. The Society shall have to construct and maintain separate underground water tank, pump house and overhead water tank to meet requirement of the proposed and existing development and obtain separate water meter & water connection.
12. The society shall have to obtain approval for amended plans as and when amended else the NOC for Occupation Certificate from EE,BP Cell, Greater Mumbai / MHADA will not be granted.
13. One set of plan along with letter should be forwarded to the office of Resident Executive Engineer / Mumbai Board as token of your approval.
14. The Chief Officer / Mumbai Board reserve the right to cancel NOC without giving any notice.
15. All the terms and conditions mentioned in earlier Offer letter, NOC letter will be applicable to the society.
16. The redevelopment proposal should be prepared adhering to the Development Plan reservation, Building regulations and any other rule applicable to building construction by the EE,BP Cell, Greater Mumbai / MHADA.
17. The plans of the proposed building shall be submitted to EE,BP Cell Greater Mumbai / MHADA within six months from the date of issue of this NOC positively for its approval, failing which the NOC will stand cancelled.





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18. The NOC holder will have to communicate the actual date of commencement of work and to submit progress report of the redevelopment scheme by every month till completion of scheme to the Executive Engineer / Kurla Divn. / M.B. under intimation to this office.
19. If NOC holder fails to start the redevelopment work within 12 months from the date of issue of NOC, the right is reserved to cancel the NOC by this office.
20. The reconstruction of new building for the rehabilitation of old shall be completed within a period of 30 months from the date of issue of this NOC. In case NOC holder fails to do so, extension to the above time limit may be granted depending on the merits of the case and on payment of an extension fee as may be decided by the office from time to time.
21. The road widening that may be proposed in the revised layout shall be binding on the society & the society should handover the affected area of road widening to the MCGM at their own cost.
22. All terms & conditions of lease deed and sale deed are binding on the society.
23. After issue of this NOC & during course of redevelopment work if any mishap / collapse occur, the entire responsibility of the same will lie with NOC holder. However all the necessary precautionary measures shall be taken to avoid mishap / collapse and the work of redevelopment shall be carried out under strict supervision of Architect and R.C.C. Consultant.
24. The proposal of issue of NOC for obtaining Occupation Certificate from EE,BP Cell, Greater Mumbai / MHADA to the newly constructed building will have to be submitted along-with the following documents / information.
  - a) Copy of approved plan along-with copy of IOA & C.C. from EE,BP Cell, Greater Mumbai / MHADA. The name of the occupiers against concerned tenements proposed to be allotted in new building should be clearly shown in the plan along-with carpet area to be given. Matching statement i.e. Name of occupant, Room No., existing area and proposed allotted area.
  - b) The concerned Architect & NOC Holder / Developer should give certificate that the newly constructed building is in accordance with the plans approved by EE,BP Cell, Greater Mumbai / MHADA & the tenements constructed for rehabilitation of the occupiers of building are as per the areas and amenities as prescribed in the agreement executed with the occupiers.
  - c) Photographs of the newly constructed building taken from various angles.



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If it is subsequently found that the documents / information submitted with your application for NOC are incorrect or forged, mis-leading then this NOC will be cancelled and NOC holder will be held responsible for the consequences / losses, if any thereof if arises in future.

26. Necessary trial pits / trial bores shall be taken at the captioned property to ascertain the bearing capacity of the soil and foundation shall be designed accordingly. R.C.C. design of the new proposed building shall be prepared taking into account the aspect of Mumbai Seismic Zone and same should be got approved from R.C.C. Consultant / Structural Engineer, registered with MCGM.
27. By this letter you are requested not to issue Occupation Certificate unless consent letter duly signed by Chief Officer / Mumbai Board is obtained and submitted to your Department by the applicant.
28. After approval of layout with 3.00 FSI from Architect Layout Cell, Greater Mumbai / MHADA society will be entitled to additional Pro-rata share of FSI as per approved layout. Further society's allotted Pro-rata share as per this NOC will be adjusted against it's allotted pro-rata share as and when layout is approved by the Architect Layout Cell, Greater Mumbai / MHADA with 3.00 FSI.



- Allotment of the layout pro-rata B.U.A. in this case will not create any imbalance of F.S.I. / B.U.A. in the layout though the same is not yet approved as per FSI 3.00 as per DCPR-2034.
- All the dues should be cleared by Society before issue of Occupation Certificate.
31. This NOC is issued for the purpose of IOD/ IOA and approval of plans for BUA of 5,569.69 m<sup>2</sup> (for residential) as shown in condition No. 5 of this letter. The Commencement Certificate shall be issued for BUA 5,569.69 m<sup>2</sup> (for residential) [i.e. 4,601.05 m<sup>2</sup> (for residential use permitted through this NOC. (Proportionate to the Full payment (First to Fourth installment) paid by the Society as per Offer letter under reference no. 1) and 968.64 m<sup>2</sup> Existing Built up area)]  
 But further CC for above additional BUA 4,601.05 m<sup>2</sup> (for residential use) shall be issued only after the Tri-partite Agreement, as per Circular dtd.16.03.2021 of Housing department, GOM is executed and the copy of the same is submitted by the society.  
 The further Commencement Certificate for additional BUA 4,601.05 m<sup>2</sup> (for residential use) shall be issued after payment of 5/7 for Development Cess charges of Rs. 1,31,24,496/- for the additional BUA 4,601.05 m<sup>2</sup> (for residential use) for MCGM, in the office of the EE,BP Cell, MHADA as intimated in the Offer letter under No. 1.

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32. All the terms and conditions mentioned in the Layout which was processed to E.E./BP Cell / MHADA shall be applicable to the society.
33. The set of plans approved by E.E./BP Cell / MHADA duly certified by the Architect should be submitted to this office before commencement of work.
34. The society will have to submit stability of the existing structure / proposed work through Registered Licensed Structural Engineer by E.E./BP Cell / MHADA.
35. The society will have to obtain separate P. R. card as per the approved sub division / plot leased out by the board duly signed by S. asking for Occupation Permission from E.E./BP Cell / MHADA.
36. The society will have to obtain approval for amended plans as and when the Society amends the plans.
37. The society should submit undertaking on Rs. 250/- Stamp paper having any objection if the newly developable plots are either developed by the Board or by the allotted of the Board in Tagore Nagar, Vikhroli layout.
38. The Society will have to hand over the set back area free of cost to MCGM & proof of the same will have to be submitted to this office. The society will have to inform about form encroachment to E.E./BP Cell / MHADA at their own cost and M.H.A.D. Board shall not be held responsible
39. The pro-rata charges towards construction of D. P. as implemented by MCGM will be paid from the premium received from the society for the purchase of additional BUA for which receipts shall be submitted by the society from E.E./BP Cell / MHADA in favor of Chief Accounts Officer / MHAD Board.
40. The Society will have to submit Undertaking on Rs. 250/- stamp paper agreeing to pay the difference in premium if any as and when MHADA reviews the policy for allotment of F.S.I. / T.D.R. (Form V).
41. Before issuing the NOC for Occupation, Tanker Water or Extra Water charges payment clearance should be produced by the Society
42. The redevelopment Proposal should be approved adhering to the Development Plan reservation, Building regulations and any other rules applicable to Building construction by the Building Proposal Dept. in Planning Authority, MHADA.
43. The charges as may be levied by MCGM, from time to time (apart from FSI charges), for e.g. Pro-rata charges for Roads, shall be paid by the society to MCGM directly, on demand from MCGM. (S)



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Copy to - The Secretary:- Tagore Nagar SHREE SAI CHSL., Building No.36, Tagore Nagar, Vikhroli (E), Mumbai - 400 083.

Since, your Society / Society's Developer has availed the benefit of 50% reduction in premium charges for 4,601.05 m<sup>2</sup> (for residential use) BUA as per GOM resolution dtd.14.01.2021, it is binding on your society / society's developer to pay the stamp duty of the perspective buyers of this BUA to the collector of stamps.

Copy to Architect: M/s. Shilp Associates, 317, E-Square, Subhash Road, Above State Bank of India, Vile Parle (East), Mumbai-400057 for information.

Copy forwarded to information and necessary action in the matter to the:-

1. Dy. Chief Engineer (East) / Mumbai Board for information.
2. Executive Engineer, Housing Kurla Division.
  - i) He is directed to take necessary action as per demarcation & as per prevailing policy of MHADA.
  - ii) He is directed to recover all the dues from the society concerned to Estate Department & intimate the same to this office.
  - iii) He is directed to recover any dues, land revenue, audit remarks concerned to Land Department if any pending with the society & intimate the same to this office.
3. Copy to Architect / Layout cell / M.B.
4. Copy to Shri. Jadhav/Assistant for MIS record.



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44. The society shall indemnify MHADA against any legal action regarding payment of stamp duty for a) Transfer of built tenements to beneficiaries and b) Purchase of balance FSI /T. D. R. etc. as may be required under provisions of Stamp Duty Act.
45. This allotment is subject to payment of Stamp duty if / as and when may be imposed by the Govt. of Maharashtra (Under the relevance provisions of Maharashtra Stamp Duty Act. The allottee will have to submit an Undertaking to this effect on Stamp paper worth Rs.100/-)
46. MCGM has incurred expenditure for on site infrastructure prior to modification in DCR 33 (5) and after modification in DCR 33 (5). The Pro-rata premium shall be payable by the society as and when competent authority communicates to you.
47. The Pro-rata premium for approval of revised layout under DCR 33 (5) with 3.0 FSI shall also be payable by society as and when communicated to you.
48. Society has to ensure that Contractors / Sub-Contractors appointed by the society or Developer of the Society, who are in charge of construction work; shall be registered with MEOWW Board & are required to fulfill the obligations as contemplated in Building and other construction workers (Regulation of Employment and condition of service) Act,1996. And further these Contractors / Sub-Contractors are required to fulfill all the conditions stipulated in the above Act, for the benefits of workers.
49. All the other terms and conditions mentioned in the Offer letters u/r no.1 shall remain same and will be binding on society.
50. MHADA reserve it's right to withdraw, change, alter, amend their offer letter and conditions mentioned therein in future at any point of time without giving any reason to do so.

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

Encl: Proposed Plan.

(Draft approved by CO/MB)



(Prakash Sanap)  
Resident Executive Engineer  
Mumbai Board



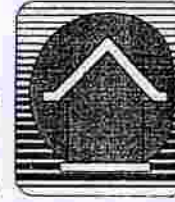
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महाराष्ट्र गृहनिर्माण व क्षेत्रविकास प्राधिकरण

MAHARASHTRA HOUSING AND  
AREA DEVELOPMENT AUTHORITY



म्हाडा  
MHADA



## Building Permission Cell, Greater Mumbai / MHADA

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

### AMENDED PLAN

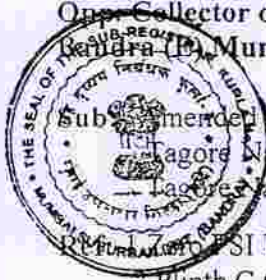
No.MH/EE/BP Cell/ GM/MHADA-8/ 1180/2024

Dated:- 22 APR 2024

To,

Ar. Rohit Parmar of M/s Saisampada DBS  
1002, Head quarter Bldg.,

Opp. Collector office, Near Chetna college  
Bandra (E), Mumbai-400051.



Sub-amended approval plans for Proposed redevelopment of the Bldg.no.36, Known  
as Tagore Nagar Shree Sai CHSI.. bearing C.T.S. No. 349(Pt.), of Village-Hariyal  
Tagore Nagar MHADA Layout, Vikhroli (East), Mumbai- 400083

1. SI IOA u.no.MH/EE/BP Cell/GM/MHADA-8/1180/2022 dtd.03/10/2022.

2. Plinth C.C.u.no.MH/EE/BP Cell/GM/MHADA-8/1180/2022/CC/1/New  
dtd.29/12/2022.

3. Concession approved dtd.22-02-2023.

4. Amended Plans approved dated 17.04.2023

5. Further CC issued Dated 25.10.2023.

6. Architect's application letter for IOA dtd.07-03-2024

Dear Applicant,

With reference to your Notice U/S 45 (1) (ii) of MRTP Act 1966submitted w  
letter dated.07-03-2024 and the plans, Sections, Specifications and Description a  
further particulars and details of your Proposed redevelopment of the Bldg.no.36. Kno  
as Tagore Nagar Shree sai CHSI.. bearing C.T.S. No. 349(Pt.), of Village-Hariyal  
Tagore Nagar MHADA Layout, Vikhroli (East), Mumbai- 400083furnished to this offi  
vide representation dated 07-03-2024, I have to inform you that I may approve  
amended plans for building or work proposed to be erected or executed, and I theref  
hereby formally intimate to you U/S 45 (1) (ii)of the MRTP Act 1966 as amended u  
date, my approval by reasons thereof subject to fulfilment of conditions mentioned  
under:-

**A: CONDITIONS TO BE COMPLIED BEFORE FURTHER CC AND O.C.  
STARTING THE WORK.**

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1. That the all conditions of IOA issued by MHADA u.no. MH/EE/BP Cell/GM/MHADA-08/1180/2023 dtd.17/04/2023 shall be complied with
2. That the revised R.C.C. design and calculation shall be submitted.
3. That the all payment shall be paid before C.C.
4. That out the work as per amended plans.
5. That the Janata Insurance Policy shall be submitted.
6. That the revised N.O.C. from H.E. shall be submitted before C.C.
7. That the extra water & sewerage charges shall be paid.
8. That the latest paid assessment bill & receipt shall be submitted before C.C.
9. 270-A Certificate as per MMC act shall be submitted before asking O.C.
10. That the Solar Power Generated system shall be provided before asking O.C.
11. That the environmental pollution circular issued by VP/CEO/MHADA dated 25-10-2023 & by Ch.Engg.(D.P.) u.no. CHE/DP/14449 dtd.15-09-2023 shall be complied with.
12. That the carriage entrance NOC shall be submitted.  
VP & CEO/MHADA has appointed Shri. Prashant D. Dhattrak/Executive Engineer to exercise his powers and function of the Planning Authority under section 45 of the said Act.

--Sd--

(Prashant D. Dhattrak)  
Executive Engineer (E.S.)  
B.P.Cell/ (GM)/MHADA

Copy submitted for favour of information please:-

- 1) The Hon'ble Chief Officer/M.B.
- 2) Deputy Chief Engineer/BP Cell/MHADA
- 3) Chief ICT Officer/A for info & Upload on MHADA website.  
Copy submitted with plan for favour of information please
- 4) The Architect/Layout Cell/M.B
- 5) Executive Engineer(Kurla Division)
- 6) A.A. & C. 'S' Ward (MCGM)
- 7) A.E.W.W.'S' Ward (MCGM)
- 8) Asst. Commissioner "S" Ward (MCGM)
- 9) M/S Swastik Homes C.A to Tagore Nagar Shree Sai CHSL
- 10) Chairman/Secretary of Tagore Nagar Shree Sai CHSL



(Prashant D. Dhattrak)  
Executive Engineer (E.S.)  
B.P.Cell/ (GM)/MHADA

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## Building Permission Cell, Greater Mumbai / MHADA

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

### FURTHER COMMENCEMENT CERTIFICATE

No. MH/EE/(BP)/GM/MHADA-8/1180/2024/FCC/1/Amend

Date : 13 May, 2024

To

Swastik Homes C/A to Tagore  
nagar ShreeSai CHSL

312, Swastik Disa Corporate  
park, Opp. Shree Sai Cinema, L.B.S.  
Road, Sector 10, Vikhroli, Mumbai -  
400086



Subj: Proposed redevelopment of the bldg.no.36, bearing CTS no.349(pt), S.no.113(pt) of village -  
Hariyali, at Tagore nagar MHADA layout, Vikhroli(E)-83

Dear Applicant,

With reference to your application dated 13 December, 2022 for development permission and grant of Further Commencement Certificate under section 44 & 69 of Maharashtra Regional Town Planning Act, 1966 to carry out development and building permission under section 45 of Maharashtra Regional and Town Planning Act, 1966 to **Proposed redevelopment of the bldg.no.36, bearing CTS no.349(pt), S.no.113(pt) of village - Hariyali, at Tagore nagar MHADA layout, Vikhroli(E)-83.**

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

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



करल -३	
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event shall be deemed to have carried-out the development work in contravention of section 43 and 45 of the Maharashtra Regional Town Planning Act, 1966.

7. This CC shall be re-endorsed after obtaining IOA for work beyond plinth.
8. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

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



This CC is valid upto dt. 28 December, 2024

Issue On : 29 December, 2022

Valid Upto : 28 December, 2024

Application No. : MH/EE/(BP)/GM/MHADA-8/1180/2022/CC/1/New

Remark :

This C.C. is granted upto Plinth level as per ZERO FS) IOA issued. Dtd. 03.10.2022 vide No. MH/EE/BP Cell/GM/MHADA-8/1180/2022.

Issue On : 25 October, 2023

Valid Upto : -

Application No. : MH/EE/(BP)/GM/MHADA-8/1180/2023/FCC/1/New

Remark :

This C.C. is re-endorsed and Further extended from Ground floor for meter room, entrance lobby, fitness center (Duplex), stack parking system in still + 1st floor for stack parking, fitness center, residential floor + 2nd to 15th upper floor for residential use having total height 46.70 sq. mt. AGL + LMR + OHT and parking tower touching to building having total height 46.70 mt. AGL as per last approved plans issued by MHADA vide u/no. MH/EE/B.P. Cell/GM/MHADA-8/1180/2023 dtd. 17th Apr. 2023).

Issue On : 13 May, 2024

Valid Upto : 28 December, 2024

Application No. : MH/EE/(BP)/GM/MHADA-8/1180/2024/FCC/1/Amend

Remark :

This C.C. is Re-endorsed and Further extended from 16th floor to 23rd upper Residential Floor with total building ht. 69.90 mt. from ground level + LMR + OHT and along with parking tower having total height 69.90 mt. AGL as per approved amended plans dtd. 22.04.2024 vide u/no. MH/EE/B.P. Cell/GM/MHADA-08/1180/2024.

Note:- That the guidelines for reduction of Air Pollution issued by Chief Engineer (D.P.) BMC dt. 15/09/2023, Hon'ble Municipal Commissioner (BMC) dt. 25/10/2023 and MHADA circular vide No. ET-321, dtd. 25.10.2023 shall be strictly followed on site.

Name : Prashant  
Damodar Dhattrak  
Designation : Executive  
Engineer  
Organization : Personal  
Date : 13-May-2024 16:

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

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Copy submitted in favour of information please

1. Chief Officer Mumbai Board.
2. Deputy Chief Engineer /B.P. Cell/MHADA.
3. Asst. Commissioner S Ward MCGM.
4. Chief ICT officer/MHADA for information & uploaded to MHADA website.

Copy to :-

5. EE Kurla Division / MB.
6. A.E.W.W S Ward MCGM.
7. A.A. & C S Ward MCGM
8. Architect / LS - Rohit Eshwar Parmar.
9. Secretary Tagore nagar ShreeSai CHS Ltd.





ANNEXURE-3 E

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Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT  
FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number :  
**P51800050020**

Project: **Swastik Coral**, Plot Bearing / CTS / Survey / Final Plot No.: **CTS No. 349(pt), S.No. 113(pt)at Hariyali, Kurla, Mumbai Suburban, 400083;**

1. **Swastik Homes** having its registered office / principal place of business at **Tehsil: Kurla, District: Mumbai Suburban, Pin: 400086.**
  2. This registration is granted subject to the following conditions, namely:-
    - The promoter shall enter into an agreement for sale with the allottees;
    - The promoter shall execute and register a conveyance deed in favour of the allottees or association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
    - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a scheduled 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 (1) of sub-section (2) of section 4 read with Rule 6.

OR

That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
  - The Registration shall be valid for a period commencing from **06/03/2023** and ending with **31/12/2027** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
  - The promoter shall comply with the provisions of the Act and the rules and regulations made there under; That the promoter shall take all the pending approvals from the competent authorities
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid

Digitally Signed by  
Dr. Vasu Pramanand Prabhu  
(Secretary, MahaRERA)  
Date:06-03-2023 12:19:03

Dated: 06/03/2023  
Place: Mumbai

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

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**LEXICON**  
LAW PARTNERS  
ADVOCATES & SOLICITORS

AWIAJ/ 0013

To,  
M/s. Swastik Homes,  
312, Swastik Disa Corporate Park,  
Opp. Shreyas Cinema, L B S Marg,  
Ghatkopar West, Mumbai 400 086.

REPORT ON TITLE

Re.: All that piece and parcel of land bearing C.T.S. No. 349 (part) (corresponding to City Survey No. 113 (part) admeasuring 596.03 square meters or thereabouts, subject to road set back of 0.88 square meters, (hereinafter referred to as the "said Land") together with 246.32 square meters of til bit land and the building on the said Land known as Building No. 36 consisting of Ground plus 3 upper floors having 32 tenements (hereinafter referred to as the said "Building") situated at Village Hariyali, Tagore Nagar, Vikhroli (East) in the registration sub - district of Kurla and District of Mumbai Suburban. The said Land and the said Building shall hereinafter collectively be referred to as the "said Property".



We have been instructed to issue a Report on Title in respect of the said Property. For that purpose, we have relied on the (i) papers and documents made available to us and (ii) Search Report dated 21<sup>st</sup> November 2022, Search Clerk for searches carried out in the office of the Sub-Registrar of Assurances in respect of the said Property annexed hereto and marked as "Annexure- A".

**A. Documents perused**

For the purpose of this Report on Title, we have been furnished with the below-mentioned documents:

- Original Registration Certificate bearing no. BOM(W5)HSG(OH)/3904/1988-89 dated 7<sup>th</sup> December, 1988 issued under the provisions of the Maharashtra Co-operative Housing Societies Act, 1960;
- Original Deed of Sale dated 24<sup>th</sup> September, 2021 executed by and between Maharashtra Housing and Area Development Authority and Tagore Nagar Shree Sai Co-operative Housing Society Limited and registered with the office of the Sub-Registrar of Assurances under Serial No. KRL-1/15130/2021;
- Original Indenture of Lease dated 24<sup>th</sup> September 2021 executed between Maharashtra Housing and Area Development Authority and Tagore Nagar

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Shree Sai Co-operative Housing Society Limited and registered with the office of the Sub-Registrar of Assurances under Serial No. KRL-1/15127/2021;

- d) Original Development Agreement dated 10<sup>th</sup> December, 2021 executed by and between (a) Tagore Nagar Shree Sai Co-operative Housing Society Limited, (b) (i) Shri. Jenish Livingstone and 30 ors. and (c) M/s. Swastik Homes and registered with the office of the Sub-Registrar of Assurances under Serial No. KRL-3/19103-2021;
- e) Original Power of Attorney dated 12<sup>th</sup> December 2021 and registered with the office of the Sub-Registrar of Assurances under Serial No. KRL-3/19106/2021 executed by Tagore Nagar Shree Sai Co-operative Housing Society Limited in favour of (i) M/s. Swastik Homes and (iii) Mr. Rahul Samar;
- f) Photocopy of Property Register Card dated 22<sup>nd</sup> February 2019 in respect of CTS No. 349;
- g) Original No Objection Certificate (NOC) dated 28<sup>th</sup> July, 2022 bearing reference no. CO/MB/REE/NOC/F-1364/1921/2022 regarding redevelopment of building no. 36 known as Tagore Nagar Shree Sai Co-operative Housing Society issued by Maharashtra Housing and Area Development Authority;
- h) Original of Offer Letter dated 29<sup>th</sup> December, 2021 bearing reference no. CO/MB/REE/NOC/F-1364/3236/2021 issued by Maharashtra Housing and Area Development Authority;



**B. Title Flow**

- 1. On perusal of the Development Agreement dated 10<sup>th</sup> December 2021 (detailed and recited hereinbelow in Para 5), it inter-alia appears that:
  - a) Maharashtra Housing Board ("Board"), as established under the Maharashtra Housing Board Act, 1948 was the owner and was seized and possessed off or otherwise well and sufficiently entitled to all that piece and parcel of land City Survey No.349 (part)

*[Signature]* 2

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admeasuring 596.03 square meters or thereabouts situate lying and being at Tagore Nagar, Vikhroli (East) in the registration sub-district of Bandra and Bombay Suburban District (hereinafter referred to as the "said Land");

- b) the Board constructed a building on the said Land being building bearing No. 36 (hereinafter referred to as the "said Building"). The said Land alongwith the said Building, shall hereinafter, unless referred to individually, be collectively referred to as the "said Property";



Maharashtra Housing and Area Development Authority (hereinafter referred to as the "Authority") was constituted with effect from December 5, 1977 vide Government Notification by the Public Works and Housing Development bearing No. ARD/1077(1)/Desk-44 and the Board, stood dissolved by operation of Section 15 of the Maharashtra Housing Board Act, 1948 (hereinafter referred to as the "MHAD Act");

- d) In terms of Clause 189 (a) and (b) of the MHAD Act, all the property, rights, liabilities and obligations of the Board including those arising under any agreement or contract became the property, rights, liabilities and obligations of the Authority;
- e) In view thereof, the said Property became the property of the Authority and all the rights liabilities and obligations of the Board as aforesaid in relation to the said Property became the rights liabilities and obligations of the Authority;
- f) The tenement holders of the said Building formed themselves into a Co-operative Housing Society viz. Tagore Nagar Shree Sai Co-operative Housing Society Limited (hereinafter referred to as the "said Society") which has 32 members and registered the same under the provisions of the Maharashtra Co-operative Housing Societies Act, 1960 and bearing registration No BOM(WS)HSG (OH)/3904/1988-89 dated 7<sup>th</sup> December 1988.

*[Handwritten Signature]*

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2. Since the said Building was in a dilapidated condition, the said Society was desirous of redeveloping the said Property. In that regard, a Special General Body Meeting of the Society was held on 20<sup>th</sup> December, 2020, wherein the proposal offer of M/s. Swastik Homes was accepted and it was resolved that M/s. Swastik Homes would be appointed as the developer to redevelop the said Property.

3. By and under an Indenture of Lease dated 24<sup>th</sup> September 2021 executed by and between Maharashtra Housing and Area Development Authority, therein referred to as the Authority of the One Part and Tagore Nagar Shree Sai Co-operative Housing Society Limited, therein referred to as the Society of the Other Part and registered with the office of the Sub-Registrar of Assurances under Serial No. KRL1/15127/2021, the Authority demised by way of lease unto the Society, the said Land, for a period of Thirty (30) years and renewable every Thirty (30) years commencing from 1<sup>st</sup> April, 1980 which expired on 31<sup>st</sup> March 2010 and the next Thirty (30) years commenced from 1<sup>st</sup> April 2010, at or for the yearly rent and subject to the terms and conditions contained therein.



4. By and under a Sale Deed dated 24<sup>th</sup> September, 2021 and executed by and between Maharashtra Housing and Area Development Authority, therein referred to as the Authority of the One Part and Tagore Nagar Shree Sai Co-operative Housing Society Limited, therein referred to as the Society of the Other Part, and registered with the office of the Sub-Registrar of Assurances under Serial No. KRL1/15130/2021 the Authority conveyed, granted and assured unto the Society, by way of sale, the said Building, at for the consideration and in the manner contained therein.

5. By and under a Development Agreement dated 10<sup>th</sup> December 2021 ("Development Agreement") executed by and between (a) Tagore Nagar Shree Sai Co-operative Housing Society Limited, therein referred to as the Society of the First Part, (b) (i) Shri Jenish Winstone Livingstone (ii) Shri Ghehrlal Udaylal Kothari (iii) Shri Yogesh Tavaji Gorule (iv) Shri Dattaram Ravji Kokate (v) Shri Sudam Maruti Pawar (vi) Smt. Qamrunnissa Mumtaz Ahmed (vii) Smt. Bharati Bharatbhushan Bagwe (viii) Smt. Omana Andy R. (ix) Shri Shah Kantilal Devshi (x) Shri Sandesh Vishnu Kulkarni (xi) Smt.

*[Signature]* 4

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Swatisantosh Sable (xii) Smt. Vidya Ramesh Lagad (xiii) Smt. Jacqueline Kelwin Simon (xiv) Shri Kishor Laxman Chavan (xv) Smt. Helen Violet Ansent Soans (xvi) Shri Bhaskar Simon Samuel Amanna (xvii) Shri Melwin Johnson Samuel Amanna (xviii) Smt. Anita Robert Nixon Amanna (xix) Smt. Sanjivani Uday Bhat (xx) Shri Rajkumar Chandulal Jain (xxi) Smt. Shambhavi Sadanand Shetty (xxii) Shri Nilesh Narayan Panhale (xxiii) Shri Sathywan Govind Dabhikar (xxiv) Shri Satish Rajaram Nimbalkar (xxv) Smt. A. L. Jayanthi (xxvi) Smt. Sulochana S Gurav (xxvii) Shri Krishna S. Gosavi (xxviii) Shri Narendra Rama Naik (xxix) Smt. Chanda D Kale (xxx) Smt. Jayashree Jayawant Chavan (xxxi) Rajashree Rajaram Powle (xxxii) Smt. Catherine James Anthony (xxxiii) Smt. Meera Venugopal (xxxiv) Shri



K Venugopal and (xxxv) Shri Ravindra A Shetty, therein referred to as "Existing Members of the Second Part (hereinafter referred to as the "Existing Members")", and M/s. Swastik Homes, therein referred to as "Developer" and registered with the office of the Sub-Registrar of Assurances under Serial No. KRL3/19103/2021, the Society granted to the Developer, sole and exclusive and irrevocable development/re-development rights to carry out and complete the development/redevelopment in respect of said Property together with the adjoining tit bit land areas, at or for the consideration and subject to the terms and conditions therein contained.

6. By and under a Power of Attorney dated 10<sup>th</sup> December 2021 and registered with the office of the Sub-Registrar of Assurances under Serial No KRL-3/19106/2021 ("Power of Attorney") executed by Tagore Nagar Shree Sai Co-operative Housing Society Limited, the said Society nominated, constituted and appointed (i) M/s. Swastik Homes and (ii) Mr. Rahul Samar being the nominee of the Developer, jointly and severally as their Constituted Attorneys to do the acts, deeds, matters and things as described therein in respect of the said Property.
7. In view of the foregoing, the Developer came to be entitled to develop the said Property in terms of the Development Agreement and the Power of Attorney.
8. Further we have been informed by the Developer that there are no litigation/s initiated and/or pending and/or threatened in any Court of Law.

*[Signature]* 5



करल - ३	
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authority, Tribunal, etc. and/or any lis-pendens filed by or against the Developer and/or the Society and/or in respect of the said Property.

9. Further, we have been informed by the Developer that there is no charge, lien, mortgage, adverse right or other prejudicial circumstances affecting the said Property.

**C. Revenue Records**

We have been furnished with the copy of the Property Register Card dated 22<sup>nd</sup> February, 2019 in respect to CTS No. 349 of which the said Land forms a part of. On perusal thereof, we note that the name of the Authority is reflected as the owner of the larger property viz. CTS No. 349 admeasuring 1237.50. Further, the tenure of the said Land is reflected therein as H-1.



**D. Permission and Approvals**

1. We have been furnished with a copy of Offer Letter dated 29<sup>th</sup> December 2021 bearing reference no. CO/MB/REE/NOC/F-1364/3236/2021 issued by Maharashtra Housing and Area Development Authority and addressed to the Society in respect of the said Land [corresponding to Survey No. 113 (part)] admeasuring 843.23 square meters and the adjoining Tit-Bit Land (596.03 square meters + 246.32 square meters tit bit land + 0.88 square meters road set back), whereby the Society's proposal for utilization of additional buildable area in respect of the said Land together with tit-bit area under Regulation 33(5) of the Development Control and Promotion Regulations 2034 was approved subject to payment of premiums and on the terms and conditions set out therein.

2. We have been furnished with a copy of Letter dated 28<sup>th</sup> July, 2022 bearing Reference No. CO/MB/REE/NOC/F-1364/1921/2022 issued by the Authority, whereby the Authority granted its no-objection for construction to be undertaken, as per the proposal of the Society subject to payment of premiums and as per the terms and conditions contained therein.

3. In view of the aforesaid Offer Letter and No-objection, the said Developer is entitled to develop the said Property alongwith the tit bit land and the

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said Land is subject to a set back area of 0.88 sq. meters in respect whereof the Developer shall be entitled to utilize Floor Space Index.

4. In pursuance to the Development Agreement dated 10<sup>th</sup> December 2021, the Developer has demolished the said Building.

**E. Searches**

We have caused searches to be conducted in the Office of the Sub – Registrar of Assurances at Bombay for the period of 30 (Thirty) years i.e.1993 to 2022 in respect of the said Property and have been provided with Search Report dated 21<sup>st</sup> November, 2022 issued by Mr. Vishwas Daware, our Search Clerk in that regard. The same is annexed hereto and marked Annexure 'A'. Save and except the documents mentioned hereinabove, the below-mentioned documents are reflected in the Search Report:



Indemnity Bond dated 17<sup>th</sup> May 2022 executed by the Developer in favour of the Authority and registered with the office of the Sub-Registrar of Assurances under Sr. No. K-5/9982/2022 in respect of redevelopment of the said Property;

- b) Indemnity Bond dated 26<sup>th</sup> August 2022 executed by the Developer in favor of the Authority and registered with the office of the Sub-Registrar of Assurances under Sr. No. K-5/17168/2022 in respect of redevelopment of the said Property;

We have been furnished with a copy of the documents mentioned hereinabove, and on perusal thereof, we understand that the aforementioned documents does not adversely and/or materially affect the said Property.

**F. Public Notice**

We have caused public notices inviting objection as to the title of the said Society to the said Property to be issued in Free Press Journal and Navshakti Times on 05<sup>th</sup> November, 2022 and in response thereof, have received no claims and/or objections.

**G. Inspection Of Original Document/s:**

We have taken inspection of the originals of the said Documents listed out in Paragraph A i.e. Documents Perused.

*[Signature]*

करल - ३
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H. Conclusion

Subject to what is stated herein, (i) Tagore Nagar Shree Sai Co-operative Housing Society is the lessee of the said Land and the leasehold rights are valid and subsisting, (ii) M/s. Swastik Homes have been granted development rights in respect of the said Property and (iii) M/s. Swastik Homes is entitled to develop the tit bit land admeasuring 246.32 square meters as stated in Offer Letter dated 29<sup>th</sup> December 2021.

I. General

a) General

1. This Report on Title ("Report") merely certifies the expressly dealt with in the Report. The Report does not consider or certify any other questions not expressly answered in the Report.
2. This Report is issued solely on the basis of the documents provided to us as mentioned in Section A above (i.e. Documents Perused) and we have no obligation to update this Report with any information or replies or documents received by us beyond the date of this Report.
3. Unless specifically referred to as original in Section A, we have reviewed photocopies, electronic copies, scanned copies of the documents as listed in Section A, inter-alia evidencing the rights or interests of the relevant entry in relation to the said Property.
4. In accordance with our scope of work and our qualifications:
  - a) We have not visited the site/location where the said Property is situated;
  - b) We are not qualified and have not independently verified the area of the said Property. We have referred to and retained the admeasurements in hectares, ares, acres, gunthas, square yards and square meters, as the case may be, as we have found them in various documents/letters;
  - c) We are not certifying the boundaries of the said Property nor are we qualified to express our opinion on physical



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identification of the said Property. We also do not express our opinion on matters related to actual physical use of the said Property;

d) We have not perused nor are we commenting upon the development plan/development plan remarks, sanctioned plans, permissions relating to development/re-development with respect to the said Property under the applicable Development Control Regulations and other prevailing laws.



5. We have been informed by the Developer that no notice/s has/have been issued to or served upon or received by it from the government or any other local body or authority with respect to the said Property or any portion of it, including with respect to the acquisition, requisition, reservation or setback of the said Property or any portion of it. Save as disclosed in the Report. We have assumed the genuineness of these assertions and have not independently verified the same.

6. We clarify that we have not opined on the applicability, enforceability and compliance with the Urban Land (Ceiling and Regulation) Act, 1976 and/or the Urban Land (Ceiling and Regulation) Repeal Act, 1999 and/or orders passed thereunder and/or their consequence or validity and we have not dealt with the same in this Report.

7. We have not independently validated the taxes / cess / duties / charges payable in respect of the said Property and our comments in regard to these are based solely on the documents the Developer has provided.

8. For the purpose of using this Report, we have through our search clerks, conducted searches in the office of the Sub-Registrar of Assurances in whose jurisdiction the said Property is situated. Any entries with respect to registration of documents recorded beyond the date of the Search Report or beyond the date until which search

 8

करल - ३	
23299	L3720
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is specified to have been conducted in the Search Report will not appear in the Search Report. We have also been informed that certain records have been maintained in an untied and loose sheet form. We therefore disclaim any responsibility for consequences which may arise on account of such non-availability of records or on account of the records being torn or mutilated or not having been maintained properly.



9. For the purpose of this Report, we have assumed:
- The legal capacity of all natural persons, genuineness of all signatures, authenticity of all documents submitted as certified or photocopies or scanned copies or electronic copies;
  - The persons executing documents have the necessary authority to execute them;
  - That wherever any minors' rights are involved, these have been dealt with by their right/natural guardian for legal necessity and have not been challenged by such minors upon their attaining majority;
  - That all amounts required to be paid to owners under sale deeds/development agreements or any other document/s have been paid;
  - That there have been no amendments or changes to the documents examined by us;
  - That unless, stated otherwise herein, all prior documents have been adequately stamped and duly registered;
  - That each document binds the parties intended to be bound thereby;
  - The photocopies or scanned copies or electronic copies provided to us are accurate, correct and otherwise genuine

 10

करल - 3		
23299	८४	920
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photocopies or scanned copies or electronic copies of the originals;

- i) That all translations of documents provided to us are complete and accurate;
- j) The accuracy and completeness of all factual representations made in the documents;
- k) That all of the information (including documents) supplied to us was when given, and remains true, complete, accurate and not misleading;
- l) That the mutation entries and other revenue records which are not available do not have any adverse effect on the title of the said Property.



10. For the purpose of this Report, we have relied upon information relating to lineage, if applicable on the basis of title deeds, revenue records and information provided to us.
11. A certificate, determination, notification, opinion or the like will not be binding on an Indian Court or any arbitrator or judicial or regulatory body which would have to be independently satisfied, despite any provision in the documents to the contrary.
12. Even though this document is titled "Report on Title", it is in fact an opinion based on the documents we have reviewed. This Report has been provided at the request of the client to whom it is addressed.
13. This Report is limited to the matters pertaining to Indian Law (as on the date of this Report) alone and we express no opinion on laws of any other jurisdiction.
14. This Report does not seek to provide a summary of all documents reviewed but sets out the key facts and legal issues arising out of our limited review which, in our understanding, may be material.

 11

करल - ३	
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- J. This Report is addressed to and shall be relied upon by the addressee alone.
- K. Our liability of any nature whatsoever including liability of refunding our fees or any part thereof towards any person, association of persons whether incorporated or not, authority, to whom this Report shall be disclosed and/or furnished or who shall rely on the same relating to the services provided in connection with preparation and issuance of this Report (regardless of form of action, whether in contract, negligence or otherwise), shall not exceed aggregate to fifty percent of the fees paid to us for this assignment. In no event shall we be liable for consequential, special, incidental or punitive loss, damage or expense (including without limitation, lost profits, opportunity costs, etc.) even if we have been advised of their possible existence.

Dated this 1st day of January, 2023.

For Lexicon Law Partners,

  
Partner

Encl : as above.



करल - ३

ANNEXURE - G

23299 LE 920

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महाराष्ट्र शासन

मालमत्ता पत्रक

गाव/पेठ : हरियाली	तालुका/न.मु.का. : नगर भुमापन अधिकारी, घाटकोपर			जिल्हा : मुंबई
नगर भुमापन क्रमांक	शिफ्ट/प्लॉट नंबर/नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनाला दिलेल्या आकारणाचा किंवा भास्कराचपशिल आणि त्याच्या फेरतपासणीची नियत
३५९		१२३२.००	एच-१	सि.स.नं. १२३ पहा.

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हक्काचा मुळ धारक म	
वर्ग:	महाराष्ट्र गृह निर्माण मंडळ मुंबई
पट्टेदार	--
इतर भार	--
इतर अरे	--

दिनांक	व्यवहार	खंड क्रमांक	नविन धारका(घा) पट्टेदार(म) किंवा भार	साक्षात्करण
२५/१२/१९७९	वि.जे.सा.आदेश सि.स.नं.१२३ पहा			सही- ३०/११/१९७९ न.मु.अ. घाटको
०६/१९७३	वि.जे.सा.आदेश सि.स.नं.१२३ पहा			सही- ३१/०७/१९७३ न.मु.अ. घाटको
१७/०६/२०१५	मा.जमाखदी आयुक्त आणि संबालक भूमि अधिलक्ष (म.राज्य) पुणे सांचेवखील परिपत्रक क्र.ना.मु.१/मि.१/अधारी नॉव/२०१५ पुणे दि.१६/३/२०१५ व इकडील आदेश क्र.न.मु.हरियाली/फे.म ३१३ दिनांक १७/०६/२०१५ अन्वये केवळ चौकशी नोंदवहीवरील क्षेत्र व मिळकत पत्रिकेवरील क्षेत्र मळात असलेले मिळकत पत्रिकेवर नमूद अली क्षेत्र अक्षरी एक हजार दोनशे बत्तीस पुर्णक शून्य दर्जास मात्र चौ.मी दाखल केले.			फेरधार क्र.३५ सही- न.मु.अ. घाटको

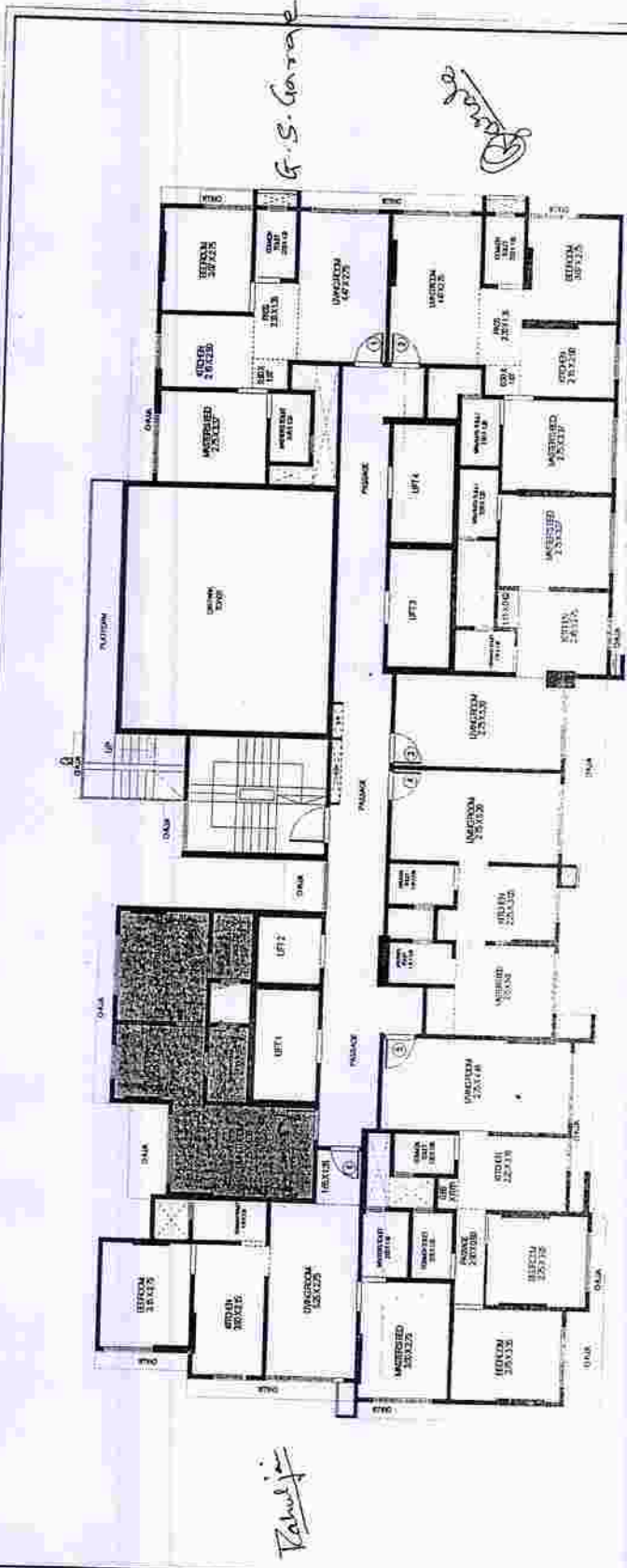
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हे मिळकत पत्रिका दिनांक २२/०२/२०१९ १२:००:०० AM रोजी डिजिटल स्वाक्षरीत केली असल्यामुळे इत्यावर कोणत्याही प्रकारची शिकवाणी आवश्यकता नाही.  
मिळकत पत्रिका डाऊनलोड दिनांक २४/०२/२०२१ १२:१८:३६ PM  
वेबसाईट पडताळणी साठी <http://sapleabhiksh.mahabhumi.gov.in/DLSR/propertycard> या संकेत स्थळावर जाऊन २२०७१००००१६०६६५४ हा क्रमांक वापरावा.





मुंबई शहर  
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13TH, 14TH & 16TH TO 21ST, 23RD FLOOR PLAN  
 SWASTIK CORAL



करल - ३  
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FLAT NO :-

FLOOR :-

RERA CARPET AREA :- ३४.०१ Sq.mtrs.



PROPOSED REDEVELOPMENT OF BUILDING 36 KNOWN AS SWASTIK CORAL  
 CO-OP. HSG. SOC. LTD. ON LAND BEARING C.T.S. NO. 356 (PT.), VILLAGE - HARIYALI (EAST) AT TAGORE NAGAR,  
 VIKHROLI EAST, MUMBAI - 400083.

करल - 3

ANNEXURE - I

23299/2620 PAYMENT SCHEDULE FOR SWASTIK CORAL 68,45,394

SR. NO.	PARTICULARS	% OF AGREEMENT VALUE	AGREEMENT VALUE
1	ON BOOKING	10.00%	6,84,539
2	ON REGISTRATION OF AG.FOR SALE	20.00%	13,69,079
3	ON COMPLETION OF PLINTH	15.00%	10,26,809
4	ON COMPLETION OF 2ND SLAB	3.00%	2,05,362
5	ON COMPLETION OF 5TH SLAB	3.00%	2,05,362
6	ON COMPLETION OF 8TH SLAB	3.00%	2,05,362
7	ON COMPLETION OF 11TH SLAB	3.00%	2,05,362
8	ON COMPLETION OF 14TH SLAB	3.00%	2,05,362
9	ON COMPLETION OF 17TH SLAB	3.00%	2,05,362
10	ON COMPLETION OF 20TH SLAB	3.00%	2,05,362
11	ON COMPLETION OF 21ST SLAB	2.00%	1,36,908
12	ON COMPLETION OF 23RD SLAB	2.00%	1,36,908
13	ON COMPLETION OF BRICK WORK	2.00%	1,36,908
14	ON COMPLETION OF INTERNAL PLASTER WORK	1.50%	1,02,681
15	ON COMPLETION OF FLOORING/DOOR/WINDOWS	1.50%	1,02,681
16	ON COMPLETION OF STAIR CASE/LIFT WELL/LOBBY	2.50%	1,71,135
17	ON COMPLETION OF SANITARY FITTINGS	2.50%	1,71,135
18	ON COMPLETION OF TERRACE	2.50%	1,71,135
19	ON COMPLETION OF EXTERNAL PLUMBING/PLASTER	2.50%	1,71,135
20	ON COMPLETION OF ELECTRICAL FITTINGS, FIRE	2.50%	1,71,135
21	ON COMPLETION OF FIRE FIGHTING	2.50%	1,71,135
22	ON COMPLETION OF LIFT AND WATER PUMP	5.00%	3,42,270
23	ON POSSESSION	5.00%	3,42,270
TOTAL :		100%	68,45,394

NOTES :

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



करल - ३

23279 LE 920  
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ANNEXURE I

LIST OF FLAT AMENITIES

1. FLOORING
  - Vitrified tiles in Hall, Bed rooms & Kitchen
2. ELECTRICAL
  - Concealed Copper wire
  - Good Quality switches, plug points etc., of reputed ISI mark make.
3. TELEPHONIC WIRING
  - Telephone points in living room.
4. PLUMBING
  - Concealed CPVC pipe Plumbing.
  - Good quality fittings in toilets for shower taps of good quality. (Jaquar or ISI mark equivalent)
  - European style wall mounting W.C. and Wash Basin of reputed make. (Cera or ISI mark equivalent)
  - Hot & Cold mixer in shower (Jaquar or ISI mark equivalent) in bathroom
5. KITCHEN
  - Granite / Marble / Full body tile in kitchen platform with s/s sink (Nirali or ISI mark equivalent)
  - Ceramic glazed tiles in kitchen above platform.
6. PAINTING
  - Distemper for interiors.
  - Exterior paint of good quality
7. DOORS
  - Main door and other doors: Flush door and lock with necessary fitting
8. WINDOW
  - Powder coated / Anodised Aluminium sliding windows with Float glass on Marble / Granite sill / full body tile.



करल - ३		
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Page 1 of 1

520/7775

Wednesday, April 13, 2022

10:35 AM

पावती

Original/Duplicate

नोंदणी क्र.: 39M

Regn.: 39M

पावती क्र.: 8162 दिनांक: 13/04/2022

गावाचे नाव: धाटकोपर

दस्तावेजाचा अनुक्रमांक: करल5-7775-2022

दस्तावेजाचा प्रकार: कुलमुखत्यारपत्र

सादर करणाऱ्याचे नाव: मेसर्स स्वस्तिक होम्स वर्क भागीदार संदीप रमेशलाल जैन

नोंदणी फी

₹. 100.00

दस्त हाताळणी फी

₹. 360.00

पृष्ठांची संख्या: 18

एकूण:

₹. 460.00

**DELIVERED**

बाजार मूल्य: ₹. 1/-

मोबदला ₹. 0/-

भरलेले मुद्रांक शुल्क: ₹. 500/-

1) देयकाचा प्रकार: DHC रकम: ₹. 360/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 0704202211689 दिनांक: 13/04/2022

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रकम: ₹. 100/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH000011162202223E दिनांक: 13/04/2022

बँकेचे नाव व पत्ता:

Joint S.R. Kuria-5

सह. दुय्यम निबंधक  
कुर्ला-५ (वर्ग-२)

*Spandhya*

करल - ५  
 ७७७५ १ १८  
 २०२२



**D**ocument **H**andling **C**harges  
 Inspector General of Registration & Stamps

करल - ३  
 २३२११ ९ १२०  
 २०२४

**Receipt of Document Handling Charges**

PRN 0704202211689 Receipt Date 13/04/2022

Received from self, Mobile number 0000000000, an amount of Rs.360/-, towards Document Handling Charges for the Document to be registered on Document No. 7775 dated 13/04/2022 at the Sub Registrar office Joint S.R. Kurla 5 of the District Mumbai Sub-urban District.

DEFACED  
 ₹ 360  
 DEFACED



**Payment Details**

Bank Name SBIN Payment Date 07/04/2022  
 Bank CIN 10004152022040710744 Ref No. CHJ1157281  
 Deface No 0704202211689D Defacuate 13/04/2022

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



**Department of Stamp & Registration, Maharashtra**

**Receipt of Document Handling Charges**

PRN 0704202211689 Date 07/04/2022

Received from self, Mobile number 0000000000, an amount of Rs.360/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office Joint S.R. Kurla 5 of the District Mumbai Sub-urban District.

**Payment Details**

Bank Name SBIN Date 07/04/2022  
 Bank CIN 10004152022040710744 REF No. CHJ1157281

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

करल - 3  
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करल - 4  
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 2022

CHALLAN  
 MTR. Form Number-6

GRN MH000011162202223E BARCODE [Barcode] Date 01/04/2022-12:25:58 Form ID 48(4)

Department Inspector General Of Registration		Payer Details	
Type of Payment Stamp Duty	TAX ID / TAX (If Any)		
Type of Payment Registration Fee	PAN No. (If Applicable)		
Office Name KRL5_JT SUB REGISTRAR KURLA NO 5	Full Name SHARADIK HOMES		
Location MUMBAI	Flat/Stock No.	312, WASTI, PATEL CO-OP. HOUSING SOCIETY, SUBURBAN DIST. (MUMBAI)	
Year 2022-2023 One-Time	Premises/Buliding	312, WASTI, PATEL CO-OP. HOUSING SOCIETY, SUBURBAN DIST. (MUMBAI)	
Account Head Details		Amount In Rs.	Road/Street
		500.00	OPP SHREYAS CINEMA, LBS M
		100.00	GHATKOPAR WEST
			Area/Locality
			MUMBAI
			Town/City/District
			PIN
			4 0 0 0 6
Remarks (If Any)			
SecondPartyName=NARAYAN PAWAR AND OTHERS -			
		Amount In	Six Hundred Rupees Only
		Words	600.00



Payment Details		FOR USE IN RECEIVING BANK	
STATE BANK OF INDIA		Bank CIN	Ref. No. 00040572022040190562 CKT2913083
Cheque/DD Details		Bank Date	RBI Date 01/04/2022-12:26:52 04/04/2022
Cheque/DD No.		Bank-Branch	
Name of Bank		STATE BANK OF INDIA	
Name of Branch		Scroll No., Date 92, 04/04/2022	

Department ID: 000011162202223E Mobile No.: 000011162202223E  
 NOTE: This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.  
 सादर नोंद घ्या. हे कागद नोंद घ्यायला येण्यासाठी केवळ उपरोक्त कार्यालयीन दफ्तारासाठी वैध आहे. नोंदणी व करवाचना दफ्तारासाठी सादर घेतला जाणारा कागद.

Signature Not Verified


Digital Sign by DS  
 VIRTUAL TREASURY  
 MUMBAI03  
 Date: 2022/04/03  
 10:36:20 IST  
 Reason: Self  
 Do Return  
 Registration: First

Sr. No.	Defacement No.	Defacement Date	UserId	Defacement Amt
1	0000281766202223	13/04/2022-10:32:51	IGR581	
2	0000281768202223	13/04/2022-10:32:51	IGR581	
Total Defacement Amount				

करल - ३		
23299	६३	920
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करल - ५		
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CHALLAN  
MTR Form Number-6

GRN: MH000011162202223E	BARCODE	Date: 01/04/2022-12:25:58	Form ID: 48(f)
Department: Inspector General Of Registration		Payer Details	
Stamp Duty		TAX ID / TAN (If Any)	
Type of Payment: Registration Fee		PAN No. (If Applicable)	
Office Name: KRL5_JT-SUB REGISTRAR KURLA NO 5		Full Name: SWASINI HOMES	
Location: MUMBAI		Fiat/Block No. 2 ADWASTIK BISHI CORPORATE PARK	
Year: 2022-2023 One Time		Premises/Building	
Account Head Details		Amount In Rs.	Remarks (If Any)
0030046501	Stamp Duty	500.00	0 8
0030063301	Registration Fee	100.00	0 8
Total		600.00	0 8
Payment Details: STATE BANK OF INDIA		FOR USE IN RECEIVING BANK	
Cheque/DD Details		Bank CIN	Ref. No.
Cheque/DD No.		Bank Date	RBI Date
Name of Bank		Bank-Branch	STATE BANK OF INDIA
Name of Branch		Scroll No. , Date	Not Verified with Scroll

Department ID: 000000  
 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.  
 सदर चलन केवल दृश्य निबंधक कार्यालय नोंदणी करारयाच्या दस्त्यासाठी लागू आहे. नोंदणी न करारयाच्या दस्त्यासाठी सदर चलन लागू नाही.  
 Mobile No.: 000000

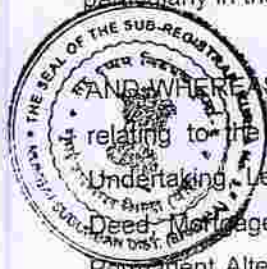
करल - ३		
23299	९४	920
२०२४		

करल - ५		
७७७५	८	१८
२०२२		

## SPECIAL POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, we, **M/s. Swastik Homes**, a registered Partnership Firm, having address at 312A, Swastik Disa Corporate Park, Opp. Shreyas Cinema, LBS Marg, Ghatkopar (W). Mumbai – 400 086, through, **1. SHRI SANDEEP GANESHLAL JAIN**, **2. SHRI HARSH KAMLESH VAGRECHA**, **3. SHRI HIREN DINESH SHAH**, **4. SHRI RAHUL BABULAL SAMAR SEND GREEN**

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



AND WHEREAS due to our preoccupation we are unable to attend to various matters relating to the registration of Agreement of Sale, Sale Deed, Rectification Deed, Undertaking, Leave & License, Deed of Transfer, Deed of Assignment, Conveyance Deed, Mortgage Deed, Re-conveyance Deed, Cancellation Deed, Rectification Deed, Permanent Alternate Accommodation Agreements, Indemnity Bond, Affidavit, Deed of Declaration, Deed of Surrender and writings in respect of various flats/ shops/ units/ car parking etc. (hereinafter referred to as "the said Premises") agreed to be sold by us in the various projects and/or buildings construction and development of which have been undertaken by us as also in respect of such future construction and development that may be undertaken by us and we are therefore desirous of appointing **Mr. Narayan Pawar** aged 60 years residing at 16, Shree Ganesh Krupa Co-op. Soc., Near Hanuman Mandhir, Shanti Nagar, Thane - 400 604, **Mr. Rakesh R. Jagtap** aged 27 years residing at 15, Shiv Krupa, Chawl No.4, Sainath nagar Road, Near BMC School No.1, Ghatkopar (W), Mumbai – 400 086, **Mr. Vinay K. Pandav** aged 36 years residing at Pandav Plot No. 18/8, Siddharth Colony, K. N. Gaikwad Marg, Near Vipashana Buddha Vihar, Chembur, Mumbai - 400 071, being our employee /manager as our Constituted Attorney during the term of their employment/service to do various acts, deeds and things relating to registration of such agreements, writings, documents etc. individually;

NOW KNOW WE ALL AND THESE PRESENTS WITNESSETH that **M/s. Swastik Homes**, through **1. SHRI SANDEEP GANESHLAL JAIN**, **2. SHRI HARSH KAMLESH VAGRECHA**, **3. SHRI HIREN DINESH SHAH**, **4. SHRI RAHUL BABULAL SAMAR**

*Sandeep Jain*  
Sandeep Jain

*Rahul Jain*  
Rahul Jain

*Hiren Shah*  
Hiren Shah

*Rahul Samar*  
Rahul Samar

*Narayan Pawar*  
Narayan Pawar



10

करल - ३  
partners of M/s. Swastik Homes, do hereby jointly and severally nominate, constitute and appoint MR. NARAYAN N PAWAR, MR. RAKESH R. JAGTAP, MR. VINAY K. PANDAV SEVERALLY (ANY ONE) to be our true and lawful attorney to act for us and in our name and do all acts, deeds and things relating to the said Premises, i.e. to say :

करल - ३  
23299/१५७२०  
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1. To appear before the Sub-Registrar of Assurances or any other competent authority and lodge the Agreement of Sale, Sale Deed, Rectification Deed, Undertaking, Leave & License, Deed of Transfer, Deed of Assignment, Conveyance Deed, Mortgage Deed, Re-conveyance Deed, Cancellation Deed, Rectification Deed, Permanent Alternate Accommodation Agreements, Indemnity Bond, Affidavit, Deed of Declaration and Deed of Surrender for flats, offices, industrial galas, garages, plots. Premises etc. and all other relevant assurances for registration and to admit execution of the same.



To lodge for registration with the Sub-Registrar of Assurances or any other competent authority any Agreement of Sale, Sale Deed, Rectification Deed, Undertaking, Leave & License, Deed of Transfer, Deed of Assignment, Conveyance Deed, Mortgagee Deed, Re-conveyance Deed, Cancellation Deed, Rectification Deed, Permanent Alternate Accommodation Agreements, Indemnity Bond, Affidavit, Deed of Declaration and Deed of Surrender executed by us and to admit execution thereof.



3. To do all acts, deeds and things as may be necessary for effective registration of such agreements, writings, declarations or undertakings.

AND WE DO HEREBY agree to ratify and confirm all and whatsoever our said Attorney shall or purport to do or cause to be done by virtue of these presents.

*Rahul Jain*  
*Vijay*  
*Harsh*  
*Spandha*  
*V. K. Pandav*

(GANDRA)

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IN WITNESS WHEREOF we have hereunto set our respective hands at this 13<sup>th</sup> day of APRIL 2022.

करल - ५

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SIGNED SEALED AND DELIVERED ) For M/s. Swastik Homes

By the within named )

1. SHRI SANDEEP GANESHLAL JAIN )

*Sandeep*



2. SHRI HARSH KAMLESH VAGRECHA )

*Harsh*



3. SHRI NAREN DINESH SHAH )

*Naren*



4. SHRI RAHUL BABULAL SAMAR )

Being the Partner of )  
M/s. Swastik Homes )

*Rahuljain*



In the presence of )

*Manil Potadia*

*Manil*

PARTNER )

Before me, )



27 Param Potadia

*Param*

करल - ६		
७७७७	७	९८
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करल - ३		
२३२९९	९७	९२०
२०२४		

WE ACCEPT:

1) MR. NARAYAN N PAWAR )

*[Signature]*



2) MR. RAKESH R. JAGTAP )

*[Signature]*



3) MR. VINAY K. PANDAV )

*[Signature]*



1) Manil Poladia Manil

2) Parans Poladia Parans



55 (V.M.N.)

करल - ३		
23299	९८	१२०
२०२४		



करल - ५	
७७७५	८९८
२०२२	

Government of India  
Form GST REG-06  
[See Rule 10(1)]

Registration Certificate

Registration Number : 27ADYFS4233L1ZA

1.	Legal Name	Swastik Homes			
2.	Trade Name, if any	Swastik Homes			
3.	Mode of Registration of Business	Partnership			
4.	Address of Principal Place of Business	312A, Swastik Disha Corporate Park, Kahinoor Compound, LBS Marg, Ghatkopar, Mumbai, Maharashtra, 400086			
5.	Date of Eligibility				
6.	Period of Validity	From	03/03/2022	To	Not Applicable
7.	Type of Registration	Regular			
8.	Particulars of Approving Authority:				
Signature		Signature Not Verified Digitally signed by DS GOODS AND SERVICES TAX NETWORK(4) Date: 2022.03.03-05:30:41 IST			
Name					
Designation					
Jurisdictional Office					
9.	Date of issue of Certificate	03/03/2022			
Note: The registration certificate is required to be prominently displayed at all places of business in the State.					



This is a system generated digitally signed Registration Certificate issued based on the deemed approval of application on 03/03/2022.

*ASHATA*  
*Tank*  
*Kaheljan*

करल - ६		
७७७७	६	१७
२०२२		



GSTIN 27ADYFS4233L1ZA  
 Legal Name Swastik Homes  
 Trade Name, if any Swastik Homes

Details of Additional Places of Business

Total Number of Additional Places of Business in the State 0



*Signature*  
 Kahljan

करल - ३		
२३२९९	६६	२०
२०२४		

Annexure A



१७

MUMBAI SUB...

करल - ३		
23299	900	920
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करल - ५		
७७७५	१०	१८
२०२२		Annexure B



GSTIN                      27ADYFS4233L1ZA  
 Legal Name                Swastik Homes  
 Trade Name, if any       Swastik Homes

Details of Managing / Authorized Partners

Sr. No.	Name	Designation/Status	Resident of State
1	Sandeep Ganeshlal Jain	Partner	Maharashtra
2	Hiren Dinesh Shah	Partner	Maharashtra
3	Rahul Babulal Samar	Partner	Maharashtra
	Harsh Kamlesh Vagrecha	Partner	Maharashtra



करल - ३  
 23299 909 920  
 2028

करल - ५  
 0606Y 99 9C  
 2022

आयकर विभाग INCOME TAX DEPARTMENT भारत सरकार GOVT. OF INDIA

स्थायी लेखा संख्या या Permanent Account Number (PAN) ADYFS4233L

नाम Name SYAS TIK HOMES

मोबा. / वॉलफोन नंबर Mobile No. / वॉलफोन नंबर 98012019



AS/10/11



आयकर विभाग INCOME TAX DEPARTMENT भारत सरकार GOVT. OF INDIA

SANDEEP GANESH LAL JAIN GANESH LAL KACHHARA

13/11/1975

Permanent Account Number AAGR12992F

Signature Sandeep



Sandeep



आयकर विभाग INCOME TAX DEPARTMENT भारत सरकार GOVT. OF INDIA

HARSH VAGRECHA KAMLESH BHAWARLAL VAGRECHA

08/11/1990

Permanent Account Number AJJPV0378H

Signature Harsh



Harsh

करल - 4  
 10009 92 9L

आयकर विभाग  
 INCOME TAX DEPARTMENT  
 HIREN DINESH SHAH

भारत सरकार  
 GOVT OF INDIA

करल - 3 DINESH ATVARIAL SHAH

12/06/1980  
 Permanent Account Number  
 AAGPS 1444G

06992019

3299 900  
 028



*Handwritten signature*



आयकर विभाग  
 INCOME TAX DEPARTMENT  
 RAHUL BABUL SAMAR

भारत सरकार  
 GOVT OF INDIA

13/12/1990  
 Permanent Account Number  
 CIQPS6659K

*Rahul jain*  
 Signature

08972009

*Rahul jain*

MAHARASHTRA STATE MOTOR VEHICLE LICENSING AUTHORITY  
 DOI: 24-05-2016  
 DL NO: MH03 25150054771  
 Valid till: 25-05-2016 (MT)



AUTHORISATION TO DRIVE FOLLOWING CLASS  
 OF VEHICLES THROUGHOUT INDIA  
 COV: 1701  
 MCVG: 14-05-2016  
 LNV: 24-05-2016

Name: HARSHI POLADIA  
 SCOW of VEHICLE POLADIA  
 Add: 2115, SONYA DASHAM, DOLBAR RD,  
 NEAR MADHAV BAUGLIM, JAGDISHA  
 NAGAR, GHATKOPAR (W), MUMBAI  
 PIN: 400056  
 Signature & ID of  
 Issuing Authority: MH03 2015276

*Handwritten signature*

Stick above Thumb  
 Impression of Holder

Government of Maharashtra  
 रोहन रविंद्र गायकर  
 Rohan Ravindra Gaikwad  
 Date: 02/03/1999  
 sex: MALE

4463 3642 4733  
 VOT: 2077 0006 8003 7300

*Handwritten signature*

मेरा आधार, मेरी पहचान



आयकर विभाग  
INCOME TAX DEPARTMENT  
भारत सरकार  
GOVT. OF INDIA

नारायण पावार  
NARAYAN PAWAR  
निमरुति गणु पावार  
NIMRUTI GANU PAWAR  
07/12/1967  
Permanent Account Number  
AMRPP9673K

*Narayan Pawar*  
Signature

करल - ५		
७७७५	२३	१७
२०२२		

आयकर विभाग  
INCOME TAX DEPARTMENT  
भारत सरकार  
GOVT. OF INDIA

स्थायी खाता संख्या कार्ड  
Permanent Account Number Card  
0821M

नाम / Name  
JAGTAP RAKESH RAVINDRA  
पिता का नाम / Father's Name  
RAVINDRA DATTARAM JAGTAP  
जन्म की तारीख / Date of Birth  
20/07/1995

*Rakesh Jagtap*  
हस्ताक्षर / Signature

करल - ३		
३२९९९३	१२०	
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आयकर विभाग  
INCOME TAX DEPARTMENT  
भारत सरकार  
GOVT. OF INDIA

VINAY KUMAR PANDAV  
KUMAR HARI PANDAV  
30/03/1985  
Permanent Account Number  
AYFPP8076N

*V. K. Pandav*  
Signature



*V. K. Pandav*

आयकर विभाग  
INCOME TAX DEPARTMENT  
भारत सरकार  
GOVT. OF INDIA

स्थायी खाता संख्या कार्ड  
Permanent Account Number Card  
EUMPP 6889U

पारम विसयम लाल  
PARAM VISHAM LAL

520/7775  
बुधवार, 13 एप्रिल 2022 10:36 म.पु.

दस्त गोपबारा भाग-1

करल5

दस्त क्रमांक: 7775/2022

दस्त क्रमांक: करल5 /7775/2022

वाजार मुल्य: रु. 01/-

मोवदला: रु. 00/-

भरखेले मुद्रांक शुल्क: रु.500/-

करल - ५	
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दु. नि. मह. दु. नि. करल5 यांचे कार्यालयात

अ. क्र. 7775 वर दि.13-04-2022

रोजी 10:31 म.पु. वा. हजर केला.

पावती:8102

पावती दिनांक: 13/04/2022

सादरकरणाऱ्याचे नाव: मेसर्स स्वस्तिक होम्स तर्फे भागीदार मंदीप गणेशलाल जैन

नोंदणी फी

रु. 100.00

दस्त हाताळणी फी

रु. 360.00

पृथांची संख्या: 18

एकूण: 460.00

*(Signature)*

दस्त हजर करणाऱ्याची सही:

सहकारी दुय्यम निबंधक

करल-५ (वर्ग-२)

दस्ताचा प्रकार: कुलमुद्रा त्वारपत्र

मुद्रांक शुल्क: २ वेळा या प्रतिफलार्थ देण्यात आलेला अमून@ त्यामुळे कोणतीही स्वयंसेवापालमत्ता किंवा प्राधिकार मिळत असेल



Joint R. Kuria-9

सह. दुय्यम निबंधक

करल-५ (वर्ग-२)

करल - 3	१२०
23299	920
२०२४	

दिनांक: 13/04/2022 10:31:44 AM ची वेळ: (सादरीकरण)

शिका क्र. 2 13 / 04 / 2022 10:32:30 AM ची वेळ: (फी)

**प्रातिज्ञापत्र**

सदर दस्तऐवज ह्या नोंदणी कायदा १९०८ अंतर्गत असलेला तरतुदीनुसारच नोंदणीस दाखल केलेला आहे. दस्तऐवज संपूर्ण मजकूर निष्पादक व्यक्ती, साक्षीदार व सोबत जोडलेल्या फ्रगमपत्रांची आणि "दस्ताची सत्यता, वैधता कायदेशीर बाबीसाठी खालील दस्त निष्पादक व कबुलीधारक हे संपूर्णपणे जबाबदार राहतील. तसेच सदर हस्तांतरण दस्तामुळे राज्य शासन / केन्द्र शासन यांचा कोणताही कायदा / नियम / परिपत्रक यांचे उल्लंघन होत नाही."

लिहून देणारे

१) *(Signature)*

२) *(Signature)*

३) *(Signature)*

४) *(Signature)*

५) *(Signature)*

लिहून घेणारे

१) *(Signature)*

२) *(Signature)*

३) *(Signature)*

४) *(Signature)*

५) *(Signature)*



23299/04/2022



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13/04/2022 10:38:06 AM

दस्त क्रमांक: करल5/7776/2022  
दस्ताचा प्रकार: कुलमुखत्यारपत्र

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अनु क्र.	पत्रकाराचे नाव व पत्ता	पत्रकाराचा प्रकार	ध्यायित	अंगठ्याचा ठसा
1	नाम: मेसर्स स्वस्तिक होम्स तर्फे भागीदार सदीप गणेशलाल जैन पत्ता: प्लॉट नं: ऑफिस नं. 312, माळा नं: ., इमारतीचे नाव: स्वस्तिक वीसा कॉर्पोरेट पार्क, ब्लॉक नं: एल.बी.एस. मार्ग, श्रेयस सिनेमा समोर, घाटकोपर पश्चिम, रोड नं: ., महाराष्ट्र, MUMBAI. पॅन नंबर:	कुलमुखत्यार देणार वय :- 48 स्वाक्षरी:		
2	नाम: मेसर्स स्वस्तिक होम्स तर्फे भागीदार हिरेश दिनेश साहू पत्ता: प्लॉट नं: ऑफिस नं. 312, माळा नं: ., इमारतीचे नाव: स्वस्तिक वीसा कॉर्पोरेट पार्क, ब्लॉक नं: एल.बी.एस. मार्ग, श्रेयस सिनेमा समोर, घाटकोपर पश्चिम, रोड नं: ., महाराष्ट्र, MUMBAI. पॅन नंबर:	कुलमुखत्यार देणार वय :- 31 स्वाक्षरी:		
3	नाम: मेसर्स स्वस्तिक रिव्हर्स्ट तर्फे भागीदार राजल बाबूलाल समर पत्ता: प्लॉट नं: ऑफिस नं. 312, माळा नं: ., इमारतीचे नाव: स्वस्तिक वीसा कॉर्पोरेट पार्क, ब्लॉक नं: एल.बी.एस. मार्ग, श्रेयस सिनेमा समोर, घाटकोपर पश्चिम, रोड नं: ., महाराष्ट्र, MUMBAI. पॅन नंबर:	कुलमुखत्यार देणार वय :- 31 स्वाक्षरी:		
4	नाम: नारायण . पवार पत्ता: प्लॉट नं: 16, माळा नं: ., इमारतीचे नाव: श्री गणेश कृपा को.ऑ. ही.सो. लिमिटेड, ब्लॉक नं: हनुमान मंदिर जवळ, शांती नगर, ठाणे, रोड नं: ., महाराष्ट्र, THANE. पॅन नंबर:	पॉवर ऑफ अटॉर्नी होल्डर वय :- 60 स्वाक्षरी:		
5	नाम: राकेश . जगताप पत्ता: प्लॉट नं: 15, माळा नं: ., इमारतीचे नाव: शिव कृपा, चाळ नं 4, ब्लॉक नं: साई नाथ नगर रोड, बीएमटी, कुल नं 1 जवळ, घाटकोपर पश्चिम, रोड नं: ., महाराष्ट्र, MUMBAI. पॅन नंबर:	पॉवर ऑफ अटॉर्नी होल्डर वय :- 26 स्वाक्षरी:		
6	नाम: विनाय के. पांडव पत्ता: प्लॉट नं: पांडव प्लॉट नं 18/8, माळा नं: ., इमारतीचे नाव: सिद्धार्थ कॉलनी, ब्लॉक नं: फ. व. गायकवाड मार्ग, बुध्दान बुद्धा विहार जवळ, चॅम्बुर, रोड नं: ., महाराष्ट्र, MUMBAI. पॅन नंबर: -	पॉवर ऑफ अटॉर्नी होल्डर वय :- 36 स्वाक्षरी:		

वरील दस्तऐवज करून देणार तसाकधीत कुलमुखत्यारपत्र चा दस्त ऐवज करून दिल्याचे कबुल करतात.

ओळख:-

खालील इसम असे निवेदीत करतात की ते खालील इसम-पॉवर ऑफ अटॉर्नी ओळखतात, व त्यांची ओळख पटविताने

अनु क्र. पत्रकाराचे नाव व पत्ता

1 नाम: रोहन . मायकाड  
वय: 25  
पत्ता: चेंबूर, मुंबई,  
पिन कोड: 400071

2 नाम: मेनील . पोसाबिया  
वय: 25  
पत्ता: 21/5, दिव्य दर्शन, घाटकोपर पश्चिम  
पिन कोड: 400086



खालील पत्रकाराची फट्टी उपलब्ध नाही.

अनु क्र.

पत्रकाराचे नाव व पत्ता

1 मेसर्स स्वस्तिक होम्स तर्फे भागीदार : हर्ष कमलेश वागरेचा  
प्लॉट नं: ऑफिस नं. 312, माळा नं: ., इमारतीचे नाव: स्वस्तिक वीसा कॉर्पोरेट पार्क, ब्लॉक नं: एल.बी.एस. मार्ग, श्रेयस सिनेमा समोर, घाटकोपर पश्चिम, रोड नं: ., महाराष्ट्र, MUMBAI.

सं. दुर्धम निबंधक  
 (Suburban, District-2)

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	SWASTIK HOMES	eChallan	00040572022040190562	MH000011162202223E	500.00	SD	0000261768202223	13/04/2022
2		DHC		0704202211689	360	RF	0704202211689D	13/04/2022
3	SWASTIK HOMES	eChallan		MH000011162202223E	100	RF	0000261768202223	13/04/2022

(SD:Stamp Duty) (RF:Registration Fee) (DHC: Document Handling Charges)

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करल - ५

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 2022



करल - ३

23299 900920

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दस्तावेजांक : करल5/7775/2022

दस्तावेजा प्रकार : कुलमुखत्यारपत्र

करल	७७७५	९७९८
करल	२०२२	

दस्तावेजांक: 7775/2022

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अनु क्र.	पक्षकाराचे नाव व पत्ता	पुस्तकप्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव: मेसर्स स्वस्तिक होम्स टर्के भागीदार संदीप गणेशलाल जैन पत्ता: प्लॉट नं: ऑफिस नं. 312, माळा नं: , इमारतीचे नाव: स्वस्तिक वीसा कॉर्पोरेट पार्क, ब्लॉक नं: एल.बी.एस. मार्ग, येवस सिनेमा समोर, घाटकोपर पश्चिम, रोड नं: , महाराष्ट्र, MUMBAI. पिन नंबर:	कुलमुखत्यार देणार वय :-46 स्वाक्षरी:-		
2	नाव: मेसर्स स्वस्तिक होम्स टर्के भागीदार हर्ष कमलेश बागरेचा पत्ता: प्लॉट नं: ऑफिस नं. 312, माळा नं: , इमारतीचे नाव: स्वस्तिक वीसा कॉर्पोरेट पार्क, ब्लॉक नं: एल.बी.एस. मार्ग, येवस सिनेमा समोर, घाटकोपर पश्चिम, रोड नं: , महाराष्ट्र, MUMBAI. पिन नंबर:	कुलमुखत्यार देणार वय :-31 स्वाक्षरी:-		
3	नाव: मेसर्स स्वस्तिक होम्स टर्के भागीदार विरिन दिनेश शाह पत्ता: प्लॉट नं: ऑफिस नं. 312, माळा नं: , इमारतीचे नाव: स्वस्तिक वीसा कॉर्पोरेट पार्क, ब्लॉक नं: एल.बी.एस. मार्ग, येवस सिनेमा समोर, घाटकोपर पश्चिम, रोड नं: , महाराष्ट्र, MUMBAI. पिन नंबर:	कुलमुखत्यार देणार वय :-31 स्वाक्षरी:-		
4	नाव: मेसर्स स्वस्तिक रिजल्ट्स टर्के भागीदार राहुल बाबुलाल शमर पत्ता: प्लॉट नं: ऑफिस नं. 312, माळा नं: , इमारतीचे नाव: स्वस्तिक वीसा कॉर्पोरेट पार्क, ब्लॉक नं: एल.बी.एस. मार्ग, येवस सिनेमा समोर, घाटकोपर पश्चिम, रोड नं: , महाराष्ट्र, MUMBAI. पिन नंबर:	कुलमुखत्यार देणार वय :-31 स्वाक्षरी:-		
5	नाव: नारायण . पवार पत्ता: प्लॉट नं: 16, माळा नं: , इमारतीचे नाव: श्री गणेश कृपा फो.ओ. ही.सो.सिमिटेड, ब्लॉक नं: हनुमान मंदिर जवळ, शांती नगर, ठाणे , रोड नं: , महाराष्ट्र, THANE. पिन नंबर:	पांवर ऑफ अटॉर्नी होल्डर वय :-60 स्वाक्षरी:-		
6	नाव: राकेश . जगताप पत्ता: प्लॉट नं: 15, माळा नं: , इमारतीचे नाव: शिव कृपा, भाळ नं 4 , ब्लॉक नं: हाई नाथ नगर रोड, वीएससी स्कूल नं 1 जवळ, घाटकोपर पश्चिम , रोड नं: , महाराष्ट्र, MUMBAI. पिन नंबर:	पांवर ऑफ अटॉर्नी होल्डर वय :-26 स्वाक्षरी:-		
7	नाव: विनय के. पांडव पत्ता: प्लॉट नं: पांडव प्लॉट नं 18/8 , माळा नं: , इमारतीचे नाव: सिद्धार्थ कोलनी , ब्लॉक नं: क. नू. गायकवाड मार्ग, तुपस्टून पुढी विहार जवळ, वेंगूर . रोड नं: , महाराष्ट्र, MUMBAI. पिन नंबर:	पांवर ऑफ अटॉर्नी होल्डर वय :-36 स्वाक्षरी:-		



वरील दस्तऐवज करून देणार उपाकपीठ कुलमुखत्यारपत्र चा दस्त ऐवज करून दिण्याचे कबुल करतात.  
मिळा क्र.3 ची वेळ: 21 / 04 / 2022 10 : 58 : 51 AM

टीपणी:-  
खात्रीत इमम असे तिथेदीत करतात की ते दस्तऐवज कोळप्रतात, व त्यांची ओळख पटवितान

अनु क्र.	पक्षकाराचे नाव व पत्ता
1	नाव: रोहन . गायकवाड वय: 25 पत्ता: चेंदूर, मुंबई, पिन कोड: 400071
2	नाव: परम . पोलाडिया वय: 22 पत्ता: 21/5, दिव्य दर्शन, घाटकोपर पश्चिम पिन कोड: 400086



छायाचित्र	अंगठ्याचा ठसा

शिवका क्र.4 ची वेळ: 21 / 04 / 2022 10 : 59 : 59 AM

शिवका क्र.4 ची वेळ: 21 / 04 / 2022 11 : 00 : 12 AM नोंदणी पुस्तक 4 मध्ये

जुमरा S.F. Kurla-5

क्र.	Purchaser Name	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	SWASTIK HOMES	eChallan	00040572022040190562	MH000011162202223E	500.00	SD	0000281768202223	13/04/2022
2	SWASTIK HOMES	eChallan		MH000011162202223E	100	RF	0000281768202223	13/04/2022
3		DHC		0704202211689	360	RF	0704202211689D	13/04/2022

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

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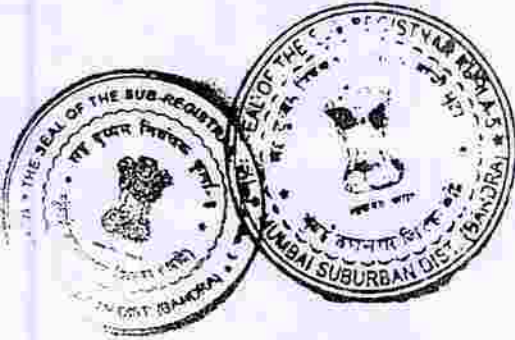
करल - ३ २०२३

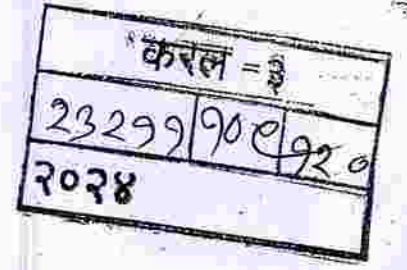
२३२११ १०८ १२०

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प्रमाणित करण्यात येते कि या दस्तामध्ये एकूण (.....१८.....) पाने आहेत. करल-५ / ७७७५ / २०२३ पुस्तक क्रमांक १ कमाकावर नोंदला दिनांक: ११/१०/२०२३

सह. दुय्यम अधिकक, कुला - ५ मुंबई उपनगर जिल्हा





घोषणापत्र

मी VINAY PANDAV इच्छते घोषित करतो की, दुय्यम

निबंधक KR2-3 यांच्या कार्यालयात AGREEMENT FOR SALE या शिर्षकाचा दस्त

नोंदणीसाठी सादर करण्यात आला आहे. RAMUL SAMAR व इ. यांनी

दि. 13/04/2022 रोजी मला दिलेल्या मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सादर दस्त

नोंदणीस सादर केले आहे/निष्पादीत करून कबुलीजबाब दिला आहे. सादर कुलमुखत्यारपत्र लिहून देणार यांनी

कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मंचत झालेले नाही किंवा

अस्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दवातल ठरलेले नाही. सादरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून

उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सादरचे कथन चुकीचे आढळून आल्यास नोंदणी अधिनियम १९०८ चे

कलम ८२ अन्वये शिर्षीस मी भात्र राहिन याची मला जाणीव आहे.



V. N. Pandav

कुलमुखत्यारपत्रधारकाच नास  
व सही

दिनांक : 16/10/2024

करल - ३

२३२११/११०/१२०

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हमीपत्र

आम्ही

लिहून देणार :- M/S. SWASTIK HOMES  
312, SWASTIK DISA CORPORATE PARK,  
KOHINOOR COMPOUND, OPP. SHREYAS CINEMA,  
L.B.S. MARG, GHATKOPAR (W), MUMBAI - 400 086.

लिहून घेणार :- १) GANPAT SADASHIV GARALE

२) RAHUL GANPAT GARALE

३) SHILPA GANPAT GARALE

या हमीपत्राद्वारे सह दुय्यम निबंधक RR2-3 यांना हमी देतो की, सदर  
दस्तामध्ये नमूद मिळकतीसोबत कोणतेही वाहनतळ (कार पार्किंग) यांची विक्री,  
हस्तांतरण होत नाही.

दिनांक :- 16/10/2024

लिहून देणार सही :-

Rahulgar

लिहून घेणार सही :-

G. S. Garale



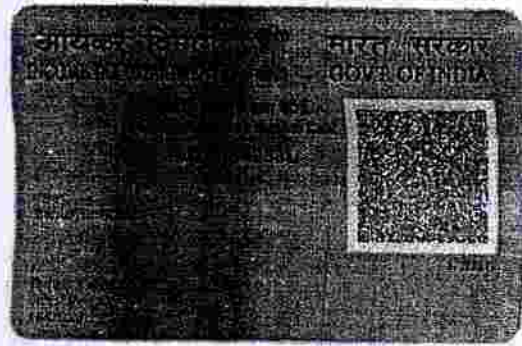
Rahul

Garale

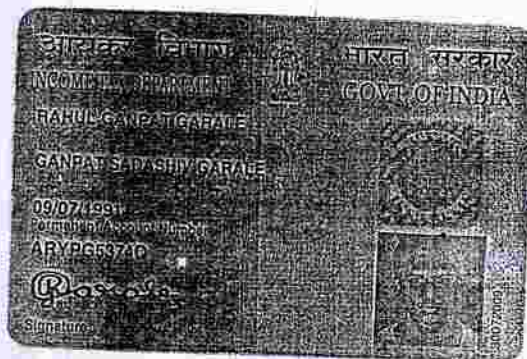


करल - ३	
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*Rahuljan*



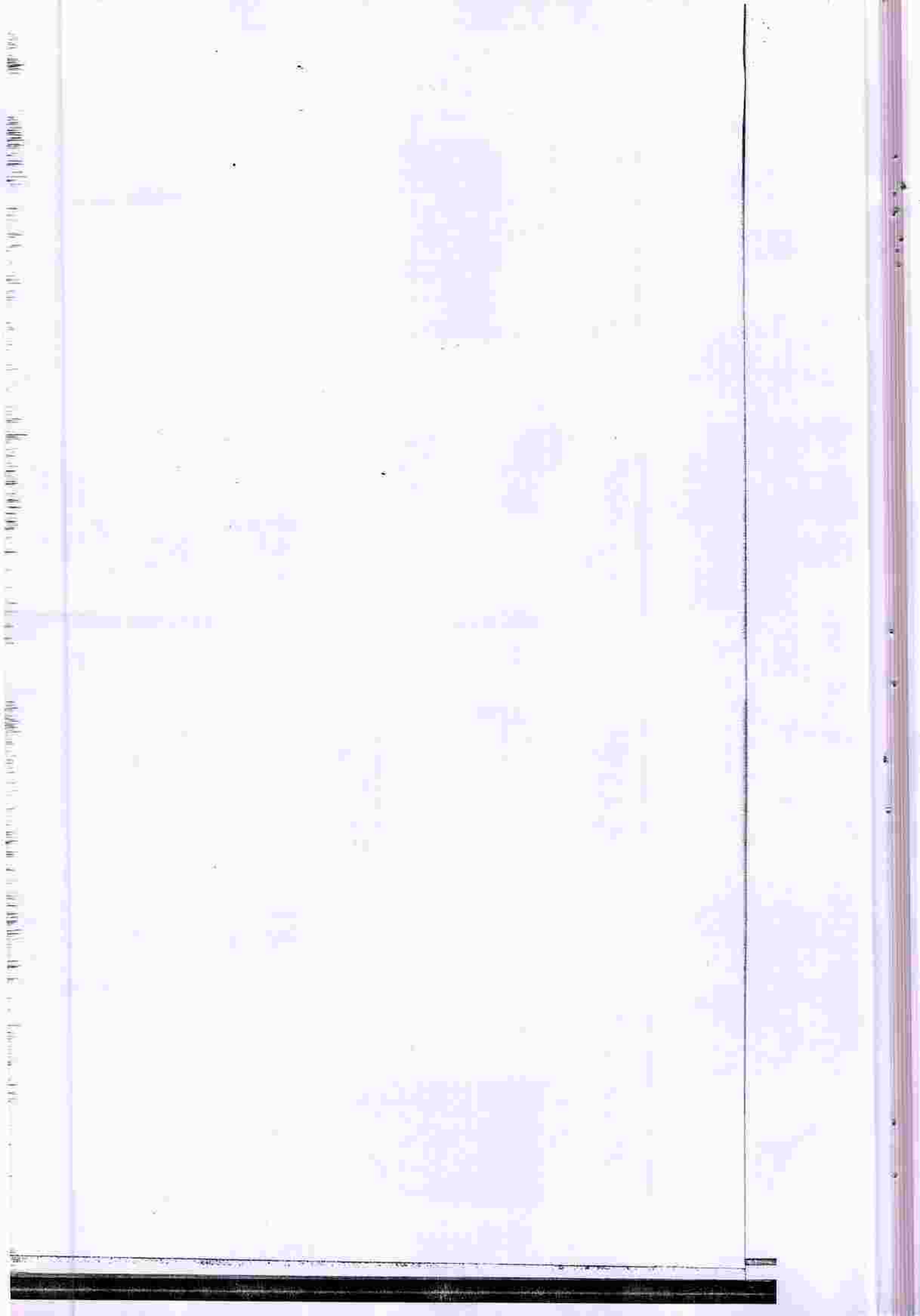
*G.S. Ganguli*



*Rahuljan*



*Rahuljan*



करल - ३  
 23299/72 920  
 २०२४

  
 Government of India  
 रोहन रविंद्र गावकार  
 Rohan Ravindra Gaikwad  
 वन भरि/DOB: 02/03/1999  
 पुरुष/MALE  
  
 4463 3642 4733  
 Vn: 91270296 8089 7360  
 मेरा आधार, मेरी पहचान

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 MAHARASHTRA STATE MOTOR DRIVING LICENCE  
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 Valid Till: 23-08-2035 (WT)

AUTHORIZATION TO DRIVE FOLLOWING CLASS  
 OF VEHICLES THROUGHOUT INDIA  
 COV DOI  
 MCWG 24-09-2015  
 LCV 24-09-2015

Name: MANU, POLADIA  
 S/O of: VARANT, POLADIA  
 A/c: THE DIVYA DARBHAI SOLIBARI RD.  
 NEAR MADHAV BARKH HALL, SASOLI BHA.  
 NAGAR, GHATROPER (W), PUNE-411004  
 PIN: 411004  
 Signature & ID of Issuing Authority: MH03 2016275

२३-०९-२०१७ BC  
 Manil  
 Signature/Thumb Impression of Holder



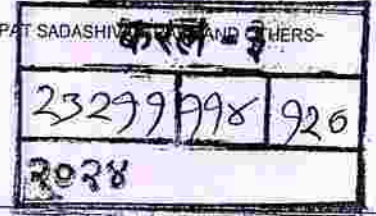




CHALLAN  
MTR Form Number-6



GRN	MH009853733202425E	BARCODE	[Barcode]		Date	16/10/2024-10:57:17	Form ID	25.2	
Department				Inspector General Of Registration					
Stamp Duty				Payer Details					
Type of Payment				Registration Fee					
				TAX ID / TAN (If Any)					
				PAN No.(If Applicable)					
Office Name				KRL5_JT SUB REGISTRAR KURLA NO 5		Full Name			SWASTIK HOMES
Location				MUMBAI					
Year				2024-2025 One Time		Flat/Block No.			FLAT NO 2307, 23RD FLOOR, SWASTIK CORAL
Account Head Details				Amount In Rs.		Premises/Building			TAGORE NAGAR, VIKHROLI EAST
0030045501 Stamp Duty				410800.00		Road/Street			MUMBAI
0030963301 Registration Fee				30000.00		Area/Locality			MUMBAI
						Town/City/District			
						PIN			4 0 0 0 8 3
						Remarks (If Any)			
						Party Name			GANPAT SADASHIV AND OTHERS- करल = 9
						Amount In			Four Lakh Forty Thousand Eight Hundred Rupees Only
				4,40,800.00		Words			
Payment Details				STATE BANK OF INDIA		FOR USE IN RECEIVING BANK			
Cheque-DD Details				Bank CIN		Ref. No.		00040572024101683489 CK00EHHSF3	
Cheque/DD No.				Bank Date		RBI Date		16/10/2024-10:24:57 Not Verified with RBI	
Name of Bank				Bank-Branch		STATE BANK OF INDIA			
Name of Branch				Scroll No., Date		Not Verified with Scroll			



Department ID: \_\_\_\_\_ Mobile No.: 0000000000  
 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.  
 सादर चालन फॉर्मल दुय्याम निवधक कार्यालयात नोंदणी करावयाच्या दस्त्यासाठी लागू आहे. नोंदणी न करावयाच्या दस्त्यासाठी सादर चालन लागू नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userld	Defacement Amount
1	(IS)-390-23211	000544171120242E	16/10/2024-17:48:04	IGR199	30000.00
2	(IS)-390-23211	000544171120242E	16/10/2024-17:48:04	IGR199	410800.00
Total Defacement Amount					4,40,800.00

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23299	997	920
2028		



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**D**ocument **H**andling **C**harges  
Inspector General of Registration & Stamps

**Receipt of Document Handling Charges**

PRN 1024155614708      Receipt Date 16/10/2024

Received from self, Mobile number 0000000000, an amount of Rs. 1500/-, towards Document Handling Charges for the Document to be registered on Document No. 23211 dated 16/10/2024 at the Sub Registrar office Joint S.R. Kuria 3 of the District Mumbai Sub-urban District.

DEFACED  
₹ 1500  
DEFACED

**Payment Details**

Bank Name SBIN	Payment Date 15/10/2024
Bank CIN 10004152024101513925	REF No. CHR3648807
Deface No 1024155614708D	Deface Date 16/10/2024

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

करल - 3  
23299 99E 920  
२०२४





**D**ocument **H**andling **C**harges  
Inspector General of Registration & Stamps

**Receipt of Document Handling Charges**

PRN 1024091706401      Receipt Date 16/10/2024

Received from SELF, Mobile number 0000000000, an amount of Rs.900/-, towards Document Handling Charges for the Document to be registered on Document No. 23211 dated 16/10/2024 at the Sub Registrar office Joint S.R. Kurla 3 of the District Mumbai Sub-urban District.

DEFACED

₹ 900

DEFACED

**Payment Details**

Bank Name SBIN	Payment Date 09/10/2024
Bank CIN 10004152024100906028	REF No. CHR3084184
Deface No. 1024091706401D	Deface Date 16/10/2024

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

करल - 3

23299990920  
२०२४





390/23211

बुधवार, 16 ऑक्टोबर 2024 5:49 म.नं.

दस्त गोपवारा भाग-1

करल3

दस्त क्रमांक: 23211/2024

दस्त क्रमांक: करल3 /23211/2024

बाजार मूल्य: रु. 58,49,203/-

मोबदला: रु. 68,45,394/-

भरलेले मुद्रांक शुल्क: रु.4,10,800/-

दु. नि. सह. दु. नि. करल3 यांचे कार्यालय

पावती: 24864

पावती दिनांक: 16/10/2024

अ. क्रं. 23211 वर दि. 16-10-2024

मादरकरणाराचे नाव: गणपत सदाशिव गारळे

रोजी 5:46 म.नं. वा. हजर केला.

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2400.00

पुटांची संख्या: 120

एकूण: 32400.00

G.S. Ganale

दस्त हजर करणाऱ्याची सही:

सह. दुय्यम निबंधक  
महानिबंधक कुर्ला-3  
कुर्ला-3 (वर्ग-2)



सह. दुय्यम निबंधक  
कुर्ला-3 (वर्ग-2)

दस्ताचा प्रकार: करारनामा

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थानगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्षा क्रं. 1 16 / 10 / 2024 05 : 46 : 08 PM ची वेळ: (सादरीकरण)

शिक्षा क्रं. 2 16 / 10 / 2024 05 : 47 : 26 PM ची वेळ: (फी)

करल - 3

23211/2024

२०२४

## प्रतिज्ञापत्र

सदर दस्ताएवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीस दाखल केलेला आहे. दस्तातील संपूर्ण मजकूर निष्पादक व्यक्ती, साक्षीदार व सोहल जोडलेल्या कागदपत्रांची आणि दस्ताची सत्यता, वैधता कायदेशीर बाबींसाठी सगळील दस्त निष्पादक व साक्षीधारक हे संपूर्णपणे जबाबदार राहातील. तसेच सदर हस्तांतरण दस्तांमुळे राज्य शासन / केन्द्र शासन यांचा कोणत्याही कायदा / नियम / परिपत्रक यांचे उल्लंघन होत नाही.

लिहून देणारे

१) G.S. Ganale

२)

३)

लिहून घेणारे

१) G.S. Ganale

२) Ganale

३) Ganale

दस्तावेज भाग-2

करल-3

दस्त क्रमांक: 23211/2024

16/10/2024 5 55:46 PM

दस्तावेज क्रमांक: करल3/23211/2024

दस्तावेज प्रकार: करारनामा

अनु क्र.	पक्षकारांचे नाव व पत्ता	पक्षकारांचा प्रकार	छायाचित्र	ठसा प्रमाणित
1	नाव: मेसर्स स्वस्तिक होम्स तर्फे भागीदार राहुत तमर तर्फे मुख्यालय विनय पांडव पत्ता: प्लॉट नं: ऑफिस 312, माळा नं: .. इमारतीचे नाव: स्वस्तिक दिमा कॉर्पोरेट पार्क, ब्लॉक नं: कोहिनूर कंपाऊंड, एलवीएम मार्ग पाटकोपर पश्चिम, रोड नं: .. महाराष्ट्र, MUMBAI. पिन नंबर: ADYFS4233L	निवृत्त घेणार वय: -38 स्वाक्षरी:- <i>J. H. Pawar</i>		
2	नाव: गणपत सदाशिव गारळे पत्ता: प्लॉट नं: 30/6, माळा नं: .. इमारतीचे नाव: नवजीवन नगर, ब्लॉक नं: गणेश मार्ग, हरियाली व्हिलेज, टागोर नगर, विक्रोली पूर्व, रोड नं: .. महाराष्ट्र, MUMBAI. पिन नंबर: ACLPG6055E	निवृत्त घेणार वय: -61 स्वाक्षरी:- <i>G. S. Garale</i>		
3	नाव: राहुत गणपत गारळे पत्ता: प्लॉट नं: 30/6, माळा नं: .. इमारतीचे नाव: नवजीवन नगर, ब्लॉक नं: गणेश मार्ग, हरियाली व्हिलेज, टागोर नगर, विक्रोली पूर्व, रोड नं: .. महाराष्ट्र, MUMBAI. पिन नंबर: ARYPG5374Q	निवृत्त घेणार वय: -33 स्वाक्षरी:- <i>Rahule</i>		
4	नाव: शिल्पा गणपत गारळे पत्ता: प्लॉट नं: 30/6, माळा नं: .. इमारतीचे नाव: नवजीवन नगर, ब्लॉक नं: गणेश मार्ग, हरियाली व्हिलेज, टागोर नगर, विक्रोली पूर्व, रोड नं: .. महाराष्ट्र, MUMBAI. पिन नंबर: BFPPG3281L	निवृत्त घेणार वय: -35 स्वाक्षरी:- <i>Shilpa</i>		

वरील दस्तऐवज करून देणार तयारकधीत करारनामा चा दस्त ऐवज करून दिव्याचे कडून करतात.  
शिक्का क्र.3 ची वेळ: 16/10/2024 05:54:42 PM

ओळख:-

द्वारेतील दस्तावेज असे निवेदीन करतात की ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकारांचे नाव व पत्ता	पक्षकारांचा प्रकार	छायाचित्र	ठसा प्रमाणित
1	नाव: मेनील पोलाडिया वय: 26 पत्ता: दिव्य दर्शन, पाटकोपर पश्चिम, मुंबई पिन कोड: 400086	पक्षकारी <i>Manil</i>		
2	नाव: रोहन गायकवाड वय: 27 पत्ता: आर. सी. मार्ग, चेंबूर, मुंबई पिन कोड: 400071	पक्षकारी <i>Rohan</i>		

शिक्का क्र.4 ची वेळ: 16/10/2024 05:55:15 PM

सह. दुय्यम निबंधक  
पद निबंधक  
कुला-3 (वर्ग-2)

करल - 3		
23299	99e	920
2024		



## Payment Details.

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	SWASTIK HOMES	eChallan	00040572024101663489	MH009853733202425E	410800.00	SD	0005441711202425	16/10/2024
2		DHC		1024091706401	900	RF	1024091706401D	16/10/2024
3		DHC		1024155614708	1500	RF	1024155614708D	16/10/2024
4	SWASTIK HOMES	eChallan		MH009853733202425E	30000	RF	0005441711202425	16/10/2024

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

23211 /2024

## Know Your Rights as Registrants:

1. Verify Scanned Document for correctness through thumbnail (4 pages on a side) printout after scanning.
2. Get print immediately after registration.

For feedback, please write to us at feedback.isarita@gmail.com

करल - ३		
23299	920	920
२०२४		



प्रमाणित करण्यात येते की या दस्तावध्ये  
एकूण एकशे तीस (१२०) पाने आहेत.  
पुस्तक क्रमांक-१/करल-३/२३२९९/२०२४  
क्रमांकावर नोंदला.  
दिनांक: १६/१०/२०२४

सह दुय्यम निबंधक (वर्ग-२)  
कुर्ली क.३



18/10/2024

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. कुर्ला 3

दस्त क्रमांक : 23211/2024

नोंदणी :

Regn 63m

गावाचे नाव : हरियाली

2024	(1) विलेबाचा प्रकार	करारनामा
2024	(2) मोबदला	6845394
2024	(3) बाजारभाव (ग्राह्यपट्ट्याच्या बाबत पट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	5849203.14
2024	(4) भू-मापन, पोटहिल्सा व परक्रमांक (असल्यास)	1) प्राधिकरणाचे नाव: मुंबई मनपा इतर वर्णन: सदनिका नं: 2307, माळा नं: 23 वा मजला, इमारतीचे नाव: स्वस्तिक कोरल, विलिंग नं 36, ब्लॉक नं: टागोर नगर, विक्रोळी पूर्व, रोड: मुंबई 400083, इतर माहिती: मोठे हरियाली, सदनिकेचे क्षेत्रफळ 34.01 चौ. मी. रेटा कारपेट ( C.T.S. Number : 349 Part : )
2024	(5) क्षेत्रफळ	1) 37.41 चौ.मीटर
2024	(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
	(7) दस्तऐवज करून देणा-या/लिहून देणा-या पत्रकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:- मेमर्स स्वस्तिक होमस रॉफ भागीदार राहुल समर रॉफे मुखत्यार विनय पांडव वय:-38; पत्ता:- प्लॉट नं: ऑफिस 312, माळा नं: , इमारतीचे नाव: स्वस्तिक दिसा कॉर्पोरेट पार्क, ब्लॉक नं: कोहिनूर कंपाऊंड, एलबीएस मार्ग, भाटकोपर पश्चिम, रोड नं: , महाराष्ट्र, MUMBAI. पिन कोड:-400086 पैन नं:-ADYFS4233L
	(8) दस्तऐवज करून देणा-या पत्रकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:- गणपत सचरिब नारळें वय:-61; पत्ता:- प्लॉट नं: 30/6, माळा नं: , इमारतीचे नाव: नवजीवन नगर, ब्लॉक नं: गणेश मार्ग, हरियाली गाव, टागोर नगर, विक्रोळी पूर्व, रोड नं: , महाराष्ट्र, MUMBAI. पिन कोड:-400083 पैन नं:-ACLP68055E 2): नाव:- राहुल गणपत नारळें वय:-33; पत्ता:- प्लॉट नं: 30/6, माळा नं: , इमारतीचे नाव: नवजीवन नगर, ब्लॉक नं: गणेश मार्ग, हरियाली व्हिलेज, टागोर नगर, विक्रोळी पूर्व, रोड नं: , महाराष्ट्र, MUMBAI. पिन कोड:-400083 पैन नं:-ARYPG5374Q 3): नाव:- शिल्पा गणपत नारळें वय:-35; पत्ता:- प्लॉट नं: 30/6, माळा नं: , इमारतीचे नाव: नवजीवन नगर, ब्लॉक नं: गणेश मार्ग, हरियाली व्हिलेज, टागोर नगर, विक्रोळी पूर्व, रोड नं: , महाराष्ट्र, MUMBAI. पिन कोड:-400083 पैन नं:-BFPPG3281L
	(9) दस्तऐवज करून दिल्याचा दिनांक	16/10/2024
	(10) दस्त नोंदणी केल्याचा दिनांक	16/10/2024
	(11) अनुक्रमांक, बंड व पृष्ठ	23211/2024
	(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	410800
	(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
	(14) शेर	

सह. दुय्यम निबंधक  
कुर्ला-3 (वर्ग-2)

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

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

सुलभ व्यवहारासाठी नागरिकांचे सहायीकरण  
दस्तऐवज नोंदणीनंतर मिळकत पत्रिका/ कर नोंदवही अद्ययावत करणे गरजेचे आहे.  
या व्यवहाराचे निवरण पत्र ई-मेल द्वारे बृह-मुंबई महानगरपालिकेत पाठविणेत आलेला आहे.  
आता हे दस्तऐवज दाखल करण्यासाठी कार्यालयात स्वतः जाणेची आवश्यकता नाही.

Integrated Governance enabling You to Do Business Easily

It is necessary to update Relevant records of Property/ Property tax after registration of document.  
Details of this transaction have been forwarded by Email ( dated 17/10/2024 ) to Municipal Corporation of Greater Mumbai.  
No need to spend your valuable time and energy to submit this documents in person.



दस्तासोबत देण्यात आलेली सूची-2

सह दुय्यम निबंधक (वर्ग-2)  
कुर्ला/क्र. 3

## Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	SWASTIK HOMES	eChallan	00040572024101663489	MH009853733202425E	410800.00	SD	0005441711202425	16/10/2024
2		DHC		1024091706401	900	RF	1024091706401D	16/10/2024
3		DHC		1024155614708	1500	RF	1024155614708D	16/10/2024
4	SWASTIK HOMES	eChallan		MH009853733202425E	30000	RF	0005441711202425	16/10/2024

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]





**SWASTIK  
GROUP**  
BUILDERS & DEVELOPERS

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_

Developers :

**Swastik Group**

312, Swastik Disa Corporate Park, Kohinoor Textile Printing Compound,  
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Email ID : swastikgroup123@gmail.com

..... Promoter

And

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