

339/1841

पावती

Original/Duplicate

Thursday, February 18, 2021

नोंदणी क्रं. :39म

2:07 PM

Regn.:39M

पावती क्रं.: 2474 दिनांक: 18/02/2021

गावाचे नाव: चिंचपाडा

दस्तऐवजाचा अनुक्रमांक: उहन3-1841-2021

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: अरुण विजय चौहान - -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2200.00

पृष्ठांची संख्या: 110

एकूण:

रु. 32200.00

आपणास मूळ दस्त ,यंबनेल प्रिंट,सूची-२ अंदाजे

2:26 PM ह्या वेळेस मिळेल.

CR3
Sub Registrar Ulhasnagar 3

बाजार मूल्य: रु.1730000/-

मोबदला रु.3756000/-

भरलेले मुद्रांक शुल्क : रु. 150300/-

सह दुय्यम निबंधक क्र-३
उल्हासनगर क.३

1) देयकाचा प्रकार: DHC रक्कम: रु.200/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 0802202114843 दिनांक: 18/02/2021

बँकेचे नाव व पत्ता:

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

डीडी/घनादेश/पे ऑर्डर क्रमांक: 0802202114225 दिनांक: 18/02/2021

बँकेचे नाव व पत्ता:

3) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH011820401202021E दिनांक: 18/02/2021

बँकेचे नाव व पत्ता:

मुळ दस्तऐवज मिळालेला

(CR) आवृत्ती
माहिती

मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)					
Valuation ID	202102182863	18 February 2021, 12:25:34 PM			
मूल्यांकनाचे वर्ष	2020				
जिल्हा	ठाणे				
मूल्य विभाग	तालुका : कल्याण				
उप मूल्य विभाग	55/176-चिंचपाडा गावातील रहीवास विभागातील मिळकती				
क्षेत्राचे नांव	Kalyan/Dombival Municipal Corporation	सर्व्हे नंबर / न भू क्रमांक :	सर्व्हे नंबर#24		
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.					
खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	मोजमापनाचे एकक चौ मीटर
2940	35800	43800	49800	43800	
बांधीव क्षेत्राची माहिती					
बांधकाम क्षेत्र (Built Up)-	48.32 चौ मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-	बांधीव
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय -	0 TO 2 वर्षे	मूल्यदर/बांधकामाचा दर-	Rs.35800/-
उद्ववाहन सुविधा	आहे	मजला -	1st To 4th Floor		
Sale Type - First Sale	Sale/Resale of built up Property constructed after circular dt.02/01/2018				
घसा-यानुसार मिळकतीचा प्रति चौ मीटर मूल्यदर	=(वार्षिक मूल्यदर * घसा-यानुसार टक्केवारी) * मजला निहाय घट/वाढ =(35800 * (100 / 100)) * 100 / 100 = Rs.35800/-				
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र = 35800 * 48.32 = Rs.1729856/-				
Applicable Rules	= 3, 18, 19				
एकत्रित अंतिम मूल्य	= मुख्य मिळकतीचे मूल्य + तळघराचे मूल्य + मेझनाईन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य (खुली बाल्कनी) + वरील गच्चीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + बंदिस्त बाल्कनी = A + B + C + D + E + F + G + H + I = 1729856 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 = Rs.1729856/-				

Home Print



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SCANNING OK



CHALLAN
MTR Form Number-6



GRN	MH011820401202021E	BARCODE		Date	17/02/2021-16:33:45	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)	AMGPC6179G		
Office Name	ULH3_ULHASNAGAR 3 JT SUB REGISTRAR			Full Name	ARUN VIJAY CHAUHAN		
Location	THANE			Flat/Block No.	FLAT NO 208 2ND FLOOR BLDG KOHINOOR		
Year	2020-2021 One Time			Premises/Building	AASHIYANA A WING		

Account Head Details	Amount In Rs.	Road/Street	Area/Locality	Town/City/District	PIN	Remarks (If Any)
0030046401 Stamp Duty	150300.00	S NO /H NO 24/3 S NO /H NO 37/1 CHINCHPADA	AMBARNATH		4 2 1 5 0 1	
0030063301 Registration Fee	30000.00					PAN2=AAHCK5827B~SecondPartyName=MS KGI REALTY PVT LTD~CA=3756000
Total	1,80,300.00					Amount In Words: One Lakh Eighty Thousand Three Hundred Rupees Only



Payment Details	IDBI BANK	Bank CIN	Ref. No.	69103332021021718300	2682491394
Cheque/DD Details		Bank Date	RBI Date	17/02/2021-16:34:29	Not Verified with RBI
Cheque/DD No.		Bank-Branch	IDBI BANK		
Name of Bank		Scroll No. , Date	Not Verified with Scroll		
Name of Branch					

Department ID:
 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 सधर चलन केवल दुर्यम निबन्धक कार्यालयत नोदणी करवावयाच्या दस्तावेजातील लागू असलेल्या नोंदणी न करिताचलनाची कार्यवाही करू नये.
 नाही.



उत्तर - ३	9373768021
१८९९ / २०२१	
२	९९०
Useful	Defacement Amount
	30000.00

Sr. No.	Remarks	Defacement No.	Defacement Date	IGR130	Defacement Amount
1	(IS)-339-1841	0005558200802021	17/02/2021-14:06:58	IGR130	30000.00

GRN : MH011820401202021E Amount : 1,80,300.00

Bank : IDBI BANK

Date : 17/02/2021-16:33:45

2	(IS)-339-1841	0005558208202021	18/02/2021-14:06:58	IGR130	150300.00
Total Defacement Amount					1,80,300.00



उहल - ३	
वसुल क्र. १५४१ / २०२१	
३	११०



CHALLAN
MTR Form Number-6



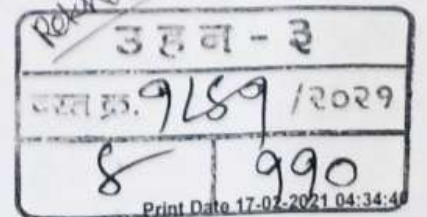
GRN	MH011820401202021E	BARCODE		Date	17/02/2021-16:33:45	Form ID	25 2
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Department	Inspector General Of Registration	Payer Details					
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)					
		PAN No.(If Applicable)	AMGPC6179G				
Office Name	ULH3_ULHASNAGAR 3 JT SUB REGISTRAR	Full Name	ARUN VIJAY CHAUHAN				
Location	THANE						
Year	2020-2021 One Time	Flat/Block No.	FLAT NO 208 2ND FLOOR BLDG KOHINOOR				
		Premises/Building	AASHIYANA A WING				

Account Head Details	Amount In Rs.								
0030046401 Stamp Duty	150300.00	Road/Street	S NO /H NO 24/3 S NO /H NO 37/1 CHINCHPADA						
0030063301 Registration Fee	30000.00	Area/Locality	AMBARNATH						
		Town/City/District							
		PIN		4	2	1	5	0	1
		Remarks (If Any)	PAN2=AAHCK5827B--SecondPartyName=MS KGI REALTY PVT LTD-CA=3756C00						
		Amount In	One Lakh Eighty Thousand Three Hundred Rupees Only						
Total	1,80,300.00	Words							

Payment Details	IDBI BANK	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	69103332021021718300	2662491394
Cheque/DD No.		Bank Date	RBI Date	17/02/2021-16:34:29	Not Verified with RBI
Name of Bank		Bank-Branch	IDBI BANK		
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.
सदर चलन केवल दृश्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.



Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 0802202114225	Date 08/02/2021
Received from JT SUB REGISTRAR ULHASNAGAR, Mobile number 8108564949, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office Joint S.R.Ulhasnagar 4 of the District Thane Grm.	
Payment Details	
Bank Name IBKL	Date 08/02/2021
Bank CIN 10004152021020810622	REF No. 2666121910
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 0802202114843

Date 08/02/2021

Received from JT SUB REGISTRAR ULHASNAGAR, Mobile number 8108564949, an amount of Rs.200/-, towards Document Handling Charges for the Document to be registered in the Sub Registrar office Joint S.R.Ulhasnagar 4 of the District Thane Grm.

Payment Details

Bank Name IBKL

Date 08/02/2021

Bank CIN 10004152021020811108

REF No. 2666128098

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



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दस्ता क्र. १८६१/२०२१	
६	११०

AGREEMENT FOR SALE

THIS AGREEMENT (hereinafter referred to as the "Agreement") is

made at on this 18th day of Feb, 2024

BETWEEN

M/s KGI Realty Pvt. Ltd., (Pan No. AAHCK5827B) a company incorporated under the Companies Act, 1956, having its Office at Kohinoor, Opp. Regency Hotel, Behind Chopda Court, Kalyan (W) Through Its Director Shri.Aashish Shankar Hotchandani hereinafter referred to as "the Promoter" (which expression shall unless it be repugnant to the context or meaning thereof mean and include directors of the said company, executors, administrators and assigns) of the FIRST PART;

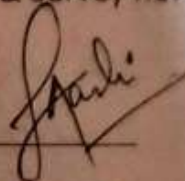
AND

- 1) Name:-MR. ARUN VIJAY CHAUHAN, Aged About – 35 Years, Pan- AMGPC6179G, Occupation- Service, residing at – B-103, Kalavati Aai Apartment, Diva Agasan Road, Near Tata Power Lines, B. R. Nagar, Diva East, Thane - 400612.
- 2) Name:- MRS. REKHA A. CHAUHAN, Aged About – 31 Years, Pan-AUJPC5125H, Occupation- Housewife, residing at –B-103, Kalavati Aai Apartment, Diva Agasan Road, Near Tata Power Lines, B. R. Nagar, Diva East, Thane - 400612.

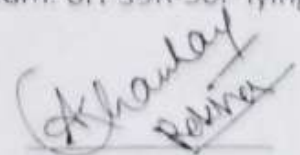
Email – arunvchauhan@yahoo.in

hereinafter called and referred to as the Purchaser/s(which expression shall unless it be repugnant to the context or meaning thereof mean and include his / her / their respective heirs, executors, administrators and assigns) being the Party of the Second Part.;

WHEREAS, Shri Balaram Kacharu Mhatre and others are the owners of all those pieces and parcels of land bearing Survey no. 24, Hissa no. 3, adm. 0H-37R-00P & Survey no. 37, Hissa no. 1, adm. 0H-02R-50P, Totally adm. 0H-39R-50P lying


Promoter

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Purchaser/s

being and situated at Village Chinchpada, Tal- AmbernathDist- Thane within local limits of KalyanDombivali Municipal Corporation, Registration District- Thane, Sub- Registration District- Ulhasnagar (Hereinafter for the sake of brevity called and referred to as the "entire property") and more particularly described in the **Schedule A** hereunder written;

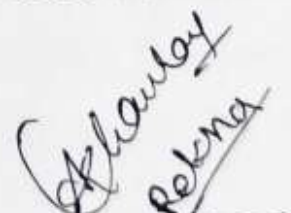
ANDWHEREAS the said Entire property was originally owned and possessed by one Kachru alias KachryaPaduMahtre. The said Kachru alias KachryaPaduMahtre died on 12/01/1989 leaving behind him the following legal heirs-

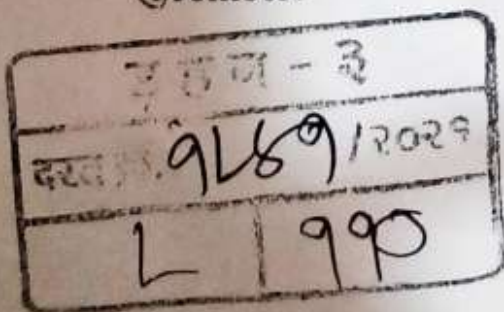
Sr. No	Names of legal heirs
1	VithabaiKachruMhatre
2	BalaramKachruMhatre
3	MadhukarKachruMhatre
4	SitabaiGanpatSalunkhe
5	KalubaiRamchandraPatil
6	Smt. BakabaialiesChandrabhagaBalaramKeni
7	GunjabaiDashrathGaikwad
8	Smt. RaibaiKaluramPatilaliesBhior
9	Smt. YesubaiShantaram Bhandari
10	Smt. ShevubaiDattaWayle before marriage Smt. ShevubaiBalaramMhatre

ANDWHEREAS the names of the above legal heirs i.e.VithbaiKachruMahtre and 9 others were recorded as owners in record of rights vide mutation entry no. 389 dated 17/03/1989

ANDWHEREAS the as per Mutation Entry No- 507, In view of section 10 (5) of the Urban land ceiling Act, 1976, the said entire property was mutated in the name of Government of Maharashtra.


Promoter


Purchaser/s



ANDWHEREAS as per the Order passed by the Dy. Collector and competent Authority, Ulhasnagar Urban Agglomeration, Thane the name of Maharashtra Government was deleted from the Record of Rights and the names of the original landowners was restored as vide Mutation entry No- 585.

ANDWHEREAS SitabaiGanpatSalunkhe died on 09/07/2001, leaving behind her legal heirs Smt. RajubaiHarishchandraMadhvi and Shri. BabuGanpatSalunkhe. The names of aforesaid legal heirs were recorded by Mutation Entry No- 668 dated 20/01/2012.

ANDWHEREAS KalubaiRamchandraPatil alias Bhoir died on 22/02/2003 leaving behind her the following as legal heirs: -

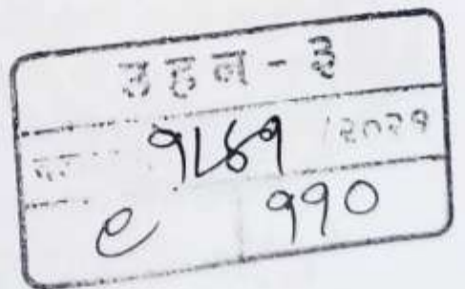
- Shri HarishchandraRamchandraPatil @ Bhoir
- Shri BhagwanRamchandraPatil @ Bhoir
- Smt. Pushpa @ Surekha Suresh Patil
- Smt. Baklabai@ShailaRamdasPatil
- Smt. Babibai @ Priyanka Prakash Gondhale
- Smt. Ranjana @ RajaniLalchandBhoir

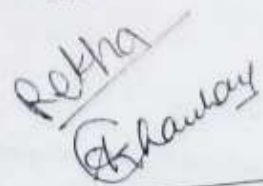
ANDWHEREAS the names of the aforesaid legal heirs were recorded vide Mutation Entry No- 796 dated 25/02/2015.

ANDWHEREAS GunjabaiDashrathGaikwad died on 04/04/2000 leaving behind the following as legal heirs

- Smt. ArchanaSharadBhoir
- Shri PadmanDashrathGaikwad
- Shri GhanshyamDashrathGaikwad
- Shri ShivdasDashrathGaikwad
- Shri AvinashDashrathGaikwad
- Shri PandharinathDashrathGaikwad


Promoter





Purchaser/s

Shri Mahesh Dashrath Gaikwad

Aarti Dashrath Gaikwad (after marriage known as Aarti Kiran Panchal)

ANDWHEREAS names of the aforesaid legal heirs were recorded vide Mutation Entry No- 797 dated 25/02/2015.

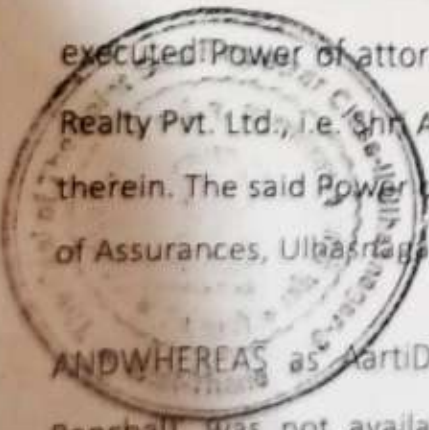
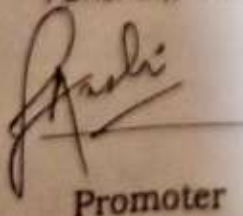
ANDWHEREAS by and under Release deed dated 17th October 2019, registered in the office of Sub-Registrar of Assurances, Ulhasnagar -2 at serial no. 14327/2019, Smt. Raibai Kaluram Patil, Bakabai Balaram Patil and Yesubai Shantaram Bhoir have released their right, title and interest in favour of Shri Balaram Kacharu Mhatre and Madhukar Kacharu Mhatre.

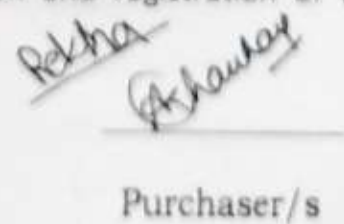
ANDWHEREAS Vitahbai Kacharu Mhatre died intestate on 12/11/2003, however the names of her legal heirs were already on record and hence vide mutation entry no. 931, her name was deleted from the record of rights.

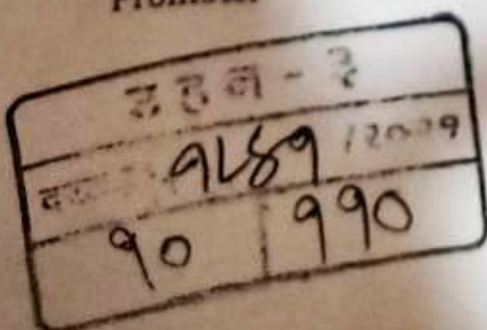
ANDWHEREAS by and under Agreement for Sale dated 23/12/2019, registered in the office of Sub-registrar of Assurances, Ulhasnagar -2 at serial no. 17094/2019, on 24/12/2019, Shri Balaram Kacharu Mhatre and 27 others have agreed to sell the said entire property to M/s KGI Realty Pvt. Ltd. through its Director Shri Amit Hotchandani, on the terms, conditions and consideration mentioned therein.

ANDWHEREAS in pursuance to the aforesaid Agreement for Sale dated 23/12/2019, the owners, i.e. Shri Balaram Kacharu Mhatre and 27 others have executed Power of attorney dated 23/12/2019, in favour of Director of M/s KGI Realty Pvt. Ltd., i.e. Shri Amit Hotchandani, to do all acts, deeds and things set out therein. The said Power of attorney is duly registered in the office of Sub-registrar of Assurances, Ulhasnagar -2 at serial no. 17095/2019.

ANDWHEREAS as Aarti Dashrath Gaikwad (after marriage known as Aarti Kiran Panchal), was not available at the time of execution and registration of the



Promoter


Purchaser/s



Agreement for Sale dated 23/12/2019, Hence by and under Deed of Confirmation dated 13/03/2020, registered in the office of Sub- Registrar of Assurances, Ulhasnagar -2 at serial no. 3422/2020, AartiDashrathGaikwad(after marriage known as AartiKiran Panchal) confirmed the aforesaid Agreement for Sale dated 23/12/2019.

ANDWHEREAS in pursuance to the aforesaid Confirmation Deed, AartiDashrathGaikwad (after marriage known as AartiKiran Panchal) has executed a Power of attorney dated 13/03/2020, in favour of Director of M/s KGI Realty Pvt. Ltd., i.e. Shri Amit Hotchandani, to do all acts, deeds and things set out therein. The said Power of attorney is duly registered in the office of Sub-Registrar of Assurances, Ulhasnagar -2 at serial no. 3423/2020.

ANDWHEREAS by and under Deed of Conveyance dated 18/03/2020, registered in the office of Sub-registrar of Assurances, Ulhasnagar -3 at serial no. 2026/202019, on 18/03/2020, Shri BalaramKacharuMhatre and 28 others have sold and transferred the said property unto M/s KGI Realty Pvt. Ltd. through its Director Shri Amit Hotchandani, on the terms, conditions and consideration mentioned therein.

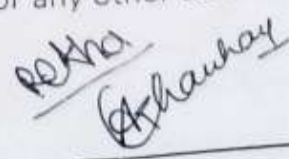
ANDWHEREAS the said Entire Property is Occupant Class- I and hence the Tehsildar was pleased to convert the use of the said land for N.A. use, vide mutation entry no. 936.

ANDWHEREAS the name of M/s KGI Realty Pvt. Ltd. through its Director Shri Amit Hotchandani has reflected in 7/12 extract by Mutation entry No- 945 as absolute owner in respect of the said land.

ANDWHEREAS the Promoter is in the process of developing a project under the name of "KOHINOOR AASHIYANA" (the "said building" or any other such names


Promoter





Purchaser/s	
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as may be decided by the owner) comprising of residential buildings on the said property.

ANDWHEREAS the recitals with regards to acquisition of the said property are more particularly described in Title Certificate dated **28/09/2020** issued by **Adv. Vaishali Kapure** annexed as **Annexure**, and the same shall be deemed to form part of the recitals of this Agreement.

ANDWHEREAS the Promoter through its Architect **Mr. Vijay Pandey** having Architectural Firm **Vijay Pandey & Associates** has submitted building plans to Kalyan-Dombivli Municipal Corporation (hereinafter referred to as "the said Corporation") for its approval in respect of the entire Property.

ANDWHEREAS the Kalyan-Dombivli Municipal Corporation was pleased to sanction and approve Building plans and as per the plans 1267.50 Sq. Mtrs. is affected under Road. That after deducting the area affected under road/Reservation, the promoters are entitled to carry on construction on the area adm. 2447.63 Sq. Mtrs. (hereinafter for the sake of brevity called and referred to as the "said property").

ANDWHEREAS the Kalyan-Dombivli Municipal Corporation was pleased to approve and sanction building plans vide Building permission bearing no. KDMP/NRV/BP/27 Villages/2019-20/21 dated 17/03/2020, for carrying out construction on area adm. 4304.55 Sq. Mtrs. comprising of 2 Buildings Viz. wing A consisting of Stilt (P), ground (P) + 1st to 9 Upper Floors and wing B consisting of Stilt (P), ground (P) + 1st to 7 Upper Floors. The said Corporation granted C.C. A copy of C.C. is annexed hereto as **Annexure**.

AND WHEREAS, by and under Agreement for TDR dated 09/12/2020, registered in the office of Sub-registrar of Assurances, Kalyan -2 at



Promoter



Purchaser/s

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दस्तावेज नं. १५४९	१२०२९
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serial no. 13568, on even date, Shri Rajesh Rayshi Gala and others have sold and transferred TDR unto the promoters herein.

AND WHEREAS the promoters have loaded the aforesaid TDR on the said property and there after the KalyanDombivli Municipal Corporation was pleased to revise the said Plans and granted revised permission bearing outward no. KDMP/NRV/BP/27 Villages/2019-20/21 /108 dated 23/12/2020 for carrying out construction of 2 Buildings Viz. wing A consisting of Stilt (P), ground (P) + 1st to 15 Upper Floors and wing B consisting of Stilt (P), ground (P) + 1st to 7 Upper Floors, on the terms and conditions mentioned therein.

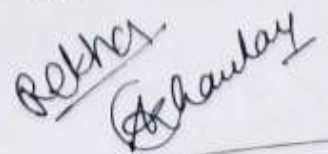
AND WHEREAS the Promoter has intended to construct multi-storied residential buildings comprising self-contained independent residential flat /Unit.

AND WHEREAS the Promoter by virtue of the said Agreement for Sale and Confirmation Deed and said Power of Attorney and grant of sanction of development permission by the said Corporation is entitled to develop the said Property and also has sole and exclusive rights to sell the Flat / Shops/ Office/ parking in the building/s to be constructed thereon and to enter into Agreement/s with the Office Purchaser/s and receive the sale consideration in respect thereof.

AND WHEREAS the Promoter is constructing residential Flat/ Office/ Shops in the building namely "KOHINOOR AASHIYANA" (the "said building" or any other such names as may be decided by the Promoter) comprising of 2 Buildings Viz. wing A consisting of Stilt (P), ground (P) + 1st to 15 Upper Floors and wing B consisting of Stilt (P), ground (P) + 1st to 7 Upper Floors (hereinafter referred to as the "said Building/s").

AND WHEREAS the Promoter has registered the said Building under the


Promoter



Purchaser/s

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provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "RERA") and the 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 (hereinafter referred to as "Maharashtra RERA Rules") with the Real Estate Regulatory Authority (hereinafter referred to as "RERA Authority") under project registration number P51700025270 (hereinafter referred to as the "said Project"). Accordingly, the said Project shall be considered as a separate project within the meaning of the RERA and Maharashtra RERA Rules. A copy of the registration certificate is annexed and marked hereto as Annexure

ANDWHEREAS the Promoter has appointed Architect **Mr. Vijay Pandey** having License No. CA/96/20081 as their architects for the said Project and the same is as per the prescribed format prescribed by the Council of Architect, whereas the Promoter has also appointed RCC specialist and Structural Engineer Mr. Chetan Trivedi having Registration No. M 1484 for preparation of the structural designs and drawings of the buildings by accepting the professional supervision of the Architects and the structural Engineers till the completion of the Building.

ANDWHEREAS the Purchaser has, prior to the date here of, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocate and/or other consultants. The Purchaser has agreed and consented to the development of the said Property, in the manner mentioned in the RERA Certificate. The Purchaser/s has/have demanded from the Owner and the Owner has given full, free and complete in section to the Purchaser/so fall the document soft title relating to the said Property, the said plans, designs and specifications prepared by the Owner's Architect, Engineers and approved by the concerned authorities and such other documents as are specified under the Maharashtra Ownership flats (Regulation of the Promotion of Construction, Sale,



Promoter



Purchaser/s

33 व - 3
दस्तावेज नं. 9259/2029
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Management and Transfer) Act, 1963("MOFA") and RERA(herein collectively referred to as the "said Acts") and the Rules made there under. The Promoter has furnished to the Purchaser/s true copies of all such documents as mentioned hereinabove and shall be provided with any other document if and when necessary under any other law as may be applicable from time to time. The Purchaser has also examined all documents and information uploaded by the Promoter on the web site of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respect. The Purchaser/s has/have entered into the said Agreement knowing fully well and understanding the contents and the implications there of and has/have satisfied himself/herself/themselves as regards the title of the Promoter to the said Property. The Purchaser/s here by accepts the title of the Promoter to the same;

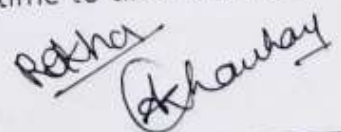
ANDWHEREAS the Promoter has entered and is entering and/or will enter into separate agreements with several other prospective buyers/persons/purchaser/s and parties in respect of the sale of flats and other usage/premises in the building to be constructed by the Promoter;

ANDWHEREAS the said proposed building comprises of 2 Buildings Viz. wing A consisting of Stilt (P), ground (P) + 1st to 15 Upper Floors and wing B consisting of Stilt (P), ground (P) + 1st to 7 Upper Floor together will be known as "KOHINOOR AASHIYANA" (the "said building") or any other such name may be decided by the Promoter & in future it will change with addition of Floors as per the revised plans.

AND WHEREAS the Promoters have further intended to get the said plans and specification revised, renewed and altered for consumption of remaining floor space index, transfer of development rights, staircase floor space index and all other permissible floor space index to be used and utilized on the said property as may be granted by the planning authorities from time to time and further the



Promoter

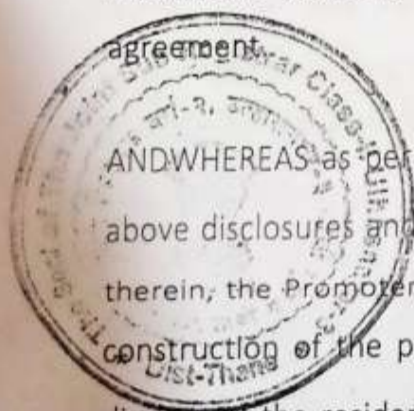


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Promoters have given the clear inspection of the plans and specifications to the Purchasers herein as regards the existing sanctioned buildings, future expansion buildings in the said lay-out, and the Promoter intend to avail additional floors on the said sanctioned buildings by using, utilizing and consuming the maximum potentiality of the floor space index, transferable development rights, incentives and increases in floor space index as may be granted from time to time.

AND WHEREAS as per the above recited deeds, agreements and permissions, the Promoter is entitled to develop the said property and carry out the construction of the proposed buildings at their own costs and expenses and to dispose of the residential flats / units constructed in the building on ownership basis and to enter into agreements with the purchaser and to receive the sale price in respect thereof and upon such disposal of the flats / units to convey the said land together with the building constructed thereon in favour of the cooperative housing society of all those several persons acquiring the respective flats / units;

ANDWHEREAS the Promoter has clearly brought to the notice and knowledge of the Purchaser herein the above facts, further changes, modifications and its present and future course of the scheme of development on the said property in the manner herein recited and the Purchaser has clearly understood the same and in confirmation thereof has granted his / her clear, express, unequivocal and irrevocable consent for the same by executing agreeing to executing this agreement.



ANDWHEREAS as per the above recited agreements and permissions as well as above disclosures and further course of development, modification or expansion therein, the Promoter is entitled to develop the said property and carry out the construction of the proposed building at their own costs and expenses and to dispose of the residential flats / units constructed in the building on ownership basis and to enter into agreements with the purchaser and to receive the sale

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Promoter

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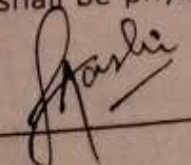
price in respect thereof and upon such disposal of the flats / units to convey the said land together with the building constructed thereon in favour of the co-operative housing society of all those several persons acquiring the respective flats / shops / units.

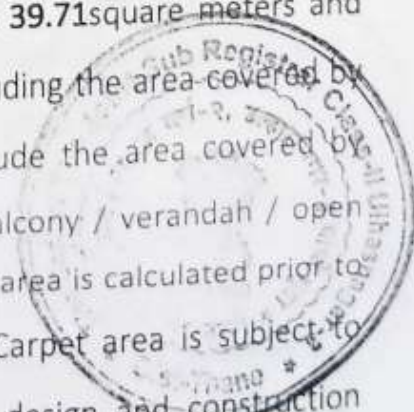
ANDWHEREAS the Promoters are entitled and enjoined upon to construct building on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Promoter has disclosed to the Purchaser that they have proceeded with the said scheme of construction under Section 80 IBA of the Income Tax Act and accordingly the Purchaser is bound by the provisions of the said Act and thus the Purchaser agrees not to demand allotment or otherwise acquire more than one residential unit in his/her own name and further if one residential unit is allotted to him/her not to demand allotment or otherwise acquire another residential unit in name of his/her spouse or minor children.

ANDWHEREAS the Purchaser has offered a flat / unit bearing number 208 on the 2nd floor, of area admeasuring about 39.71sq. mtr. in the wing "A" (herein after referred to as the said "premises") (herein after referred to as the said "Building") in the scheme of construction known as " KOHINOOR AASHIYANA" being constructed on the said property described in the Schedules hereunder written.

ANDWHEREAS the carpet area of the said premises is 39.71square meters and "Carpet Area" shall mean the net area of the Unit including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony / verandah / open terrace area or any exclusive open terrace area. Carpet area is calculated prior to application of any finishes (i.e. on bare shell basis). Carpet area is subject to Variance of +/- 3 percent on account of structural, design and construction variances. In case of any dispute on the measurement of Carpet Area, the same shall be physically measured after removing all finishes that have been applied /


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fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Carpet Area the details of which are more particularly described in **Annexure** here to and shown on the plan annexed hereto as **Annexure**;

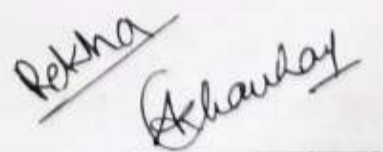
ANDWHEREAS the Purchaser after going through the entire disclosures, the future course of expansion and development and also verifying the site of the building and the work of construction and its progress thereof, the site of infrastructural and recreational facilities and amenities and nature and scope thereof and after being satisfied about the same has agreed to enter into this agreement and further expressly and irrevocably declare that he shall not raise any objection, claim, demand or action in respect of the additions, modifications, changes and / or further alterations in the scheme of construction as may be permitted the concerned town planning authorities from time to time and accordingly has granted his / her express and irrevocable consent and confirmation for the same.

ANDWHEREAS the Promoter alone shall have the sole and exclusive right to sell, lease, convey, assign, transfer etc. the Flat/Office and premises in the said building to be constructed by the Promoter and to enter into agreement/s with the purchaser/s and to receive the sale price in respect thereof. The Purchaser/s further agree/s that the Promoter shall in its own discretion appoint an agency to maintain, manage and control all the other common areas and amenities and facilities in the said building and for such other purposes as maybe agreed upon between the Promoter and the said agency;

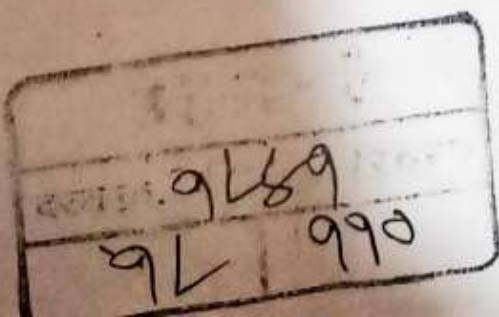
ANDWHEREAS after satisfying himself/herself/themselves with regards to the title of the said Property and all orders, permissions and plans and there presentations made here in by the Promoter ,the Purchaser/s hereby agree/s to purchase from the Promoter and the Promoter hereby agree/s to sell and transfer to the



Promoter



Purchaser/s



Purchaser/s on ownership basis the said Flat/ Unit along with the right to use in common the open areas attached to the said Flat/ Unit as well as the proportionate common areas, amenities and facilities in the said building on the terms and conditions hereinafter appearing;

ANDWHEREAS prior to the execution of these presents the Purchaser has paid to the Promoter a sum of **Rs.54,000/- (Rupees Fifty Four Thousand Only)**, being part payment of the sale consideration of the premises agreed to be sold by the Promoter to the Purchaser as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Purchaser has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

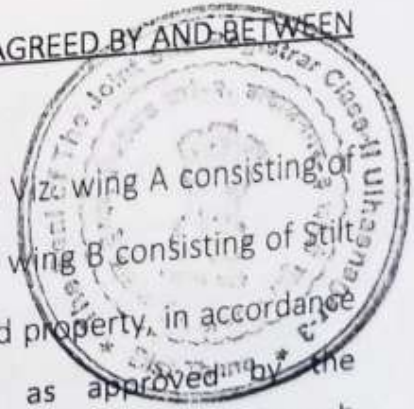
ANDWHEREAS under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Purchaser hereby agrees to purchase the said premises.

ANDWHEREAS the Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

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

1. The Promoter is entitled to construct 2 Buildings Vize: wing A consisting of Stilt (P), ground (P) + 1st to 15 Upper Floors and wing B consisting of Stilt (P), ground (P) + 1st to 7 Upper Floorson the said property, in accordance with the plans, designs and specifications as approved by the KalyanDombivli Municipal Corporation from time to time with only such variations and modifications as the Corporation may deem fit and the


Promoter



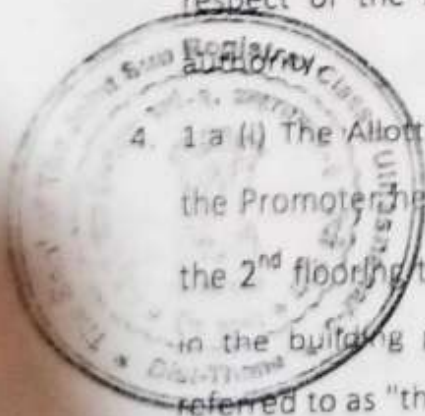
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Allottee/s hereby consent to the same. The Allottee/s herein is/ are fully aware and having the full and absolute knowledge of the Scheme of construction, the Number of buildings, recreational facilities and amenity area and the Allottee/s herein along with the other Allottee/s will not raise any objection, hindrance or obstruction at the time of formation of society/condominium of apartments its conveyance, demarcation, grant of right of way, easementary rights and other benefits attached to the said different portions of land as described hereinabove.

2. The Allottee/s has/have prior to the execution of this agreement satisfied himself/herself/themselves with the title of the said property including the Agreements and other documents referred to hereinabove and the Allottee/s hereby agrees & confirms that he/she/they shall not be entitled to further investigate the title of the Promoter's right of development of the said property and no requisition or objection shall be raised by the Allottee on any matter relating thereto or howsoever in connection therewith.

3. While sanctioning the said plans, concerned local authority has laid down certain terms, conditions stipulations and restrictions which are to be observed and performed by the Promoter while developing the said property and the said buildings and upon due observance and performance of which only the completion and Occupation Certificates in respect of the said buildings shall be granted by the concerned local



4. 1 a (i) The Allottee/s hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s Flat/ Unit No. 208 on the 2nd flooring the wing "A" of carpet area admeasuring 39.71 Sq. meters. in the building project known as 'KOHINOOR AASHIYANA' (hereinafter referred to as "the Apartment") as described in Schedule written hereunder

Promoter

Purchaser/s

330-3
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and as shown in the Floor plan thereof hereto annexed and marked as Annexure(s) for the consideration of Rs. 37,56,000/- (Rupees Thirty Seven Lakhs Fifty Six Thousand Only) including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. The Allottee is also provided balcony and Terrace area adm. 8.61sqmtr (free of cost).

1(b) The Allottee has paid on or before execution of this agreement a sum of Rs.54,000/- (Rupees Fifty Four Thousand Only) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs.37,02,000/- (Rupees Thirty Seven Lakhs Two Thousand Only) in the following manner:-

Sr. No.	Particulars
1.	9.9% as earnest money + Taxes As Applicable
2.	10.10% On Commencement of Plinth+ Taxes As Applicable
3.	10% On Commencement of 1 st Slab.
4.	10% On Commencement of 3 rd Slab.
5.	10% On Commencement of 5 th Slab.
6.	10% On Commencement of 7 th Slab.
7.	10% On Commencement of 9 th Slab.
8.	10% On Commencement of 10 th Slab.
9.	10% On Commencement of Brick Work+ Taxes As Applicable
10.	8% On Commencement of External Plaster+ Taxes AS Applicable
11.	2% Balance to be paid within seven days from the date of intimation about the possession of the said flat/ Shop offered by the Vendor to the Purchasers+ Taxes As Applicable




Promoter

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Abhay

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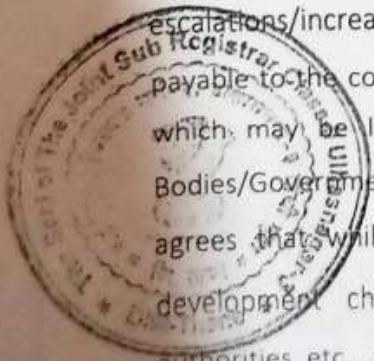
The Cheque / DD / Pay order to be drawn in favour to

Account Name: -KGI REALTY PVT LTD
 Bank Name: - ICICI Bank
 Account Number: 106605002544
 IFSC Code: - ICIC0001066
 Branch: - Ulhasnagar 3

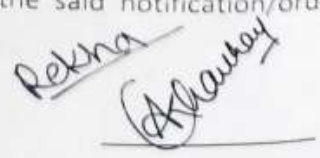
1(c) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.

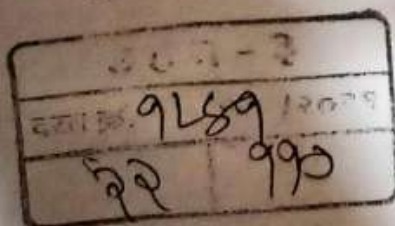
The transaction covered by this contract at present attracts GST, Sale Tax, Service Tax, Value Added Tax. If however, by reason of any amendment to the constitution or enactment or amendment of any other laws, central or state, this transaction is held to be liable for tax as a sale, service or value added tax or GST or otherwise either as a whole or in part, in connection with this transaction are liable to be tax, or Service Tax, Value added tax or GST as the case may be is liable for such transaction the same shall be payable by the Allottee along with the other Allottees of the building on demand at any time.

1(d) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges 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. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/




 Promoter


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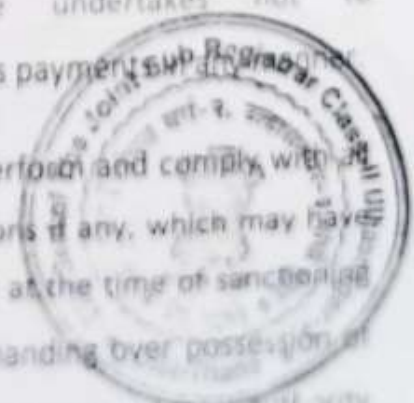


rule/ regulation published/ issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(e) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation gap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(f) The Allottee authorizes 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 name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments.

2.1 The Promoter hereby agrees to observe, perform and comply with the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.



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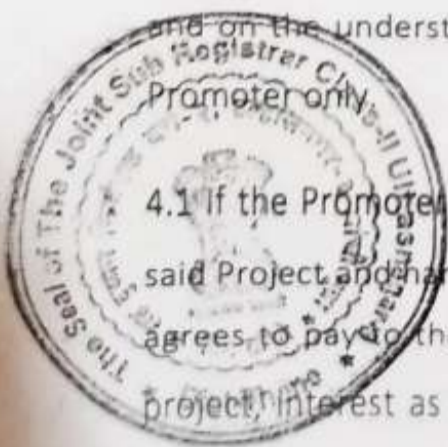
2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Allottee shall make timely payments of the installments and other dues payable by him/her and meet the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (b) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the said property is 4304.55 square meters only and Promoter has planned to utilize Floor Space Index by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 6500 square meters as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to

Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the said Project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession.



[Signature]

Promoter

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Purchaser/s

दस्तावेज नं.	9259
पृष्ठ नं.	28
पृष्ठ नं.	990

The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.

4.2 Without prejudice to the right of Promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:

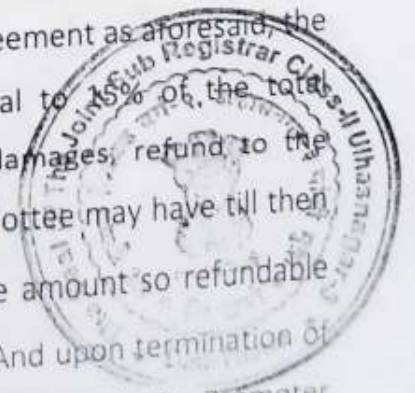
Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and / or mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms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

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall, after deducting an amount equal to 10% of the total consideration payable hereunder as liquidated damages, refund to the Allottee the balance of the sale price which the Allottee may have till then paid to the Promoter without any interest on the amount so refundable within a period of thirty days of the termination. And upon termination of this Agreement, pending refund of the amount as aforesaid, the Promoter shall be at liberty to dispose off and to sell the said Apartment to such


Promoter


Purchaser

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दस्तावेज नं. 9269/2029	
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person or persons at such price and on such conditions as the Promoter may desire and think fit in their absolute discretion and the Allottee shall have no objection for the same.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter in the said building and the Apartment as are set out in Annexure E, annexed hereto.

6. The Promoter shall give possession of the Apartment to the Allottee on or before 30th April, 2024 excluding however any time consumed / delays caused by the concerned statutory authorities in issuing Completion Certificate / Occupancy Certificate, which is beyond the Control of the Promoter. 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 clause 4.1 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 Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -

(a) Non-availability, delay in supply or situation, inflation in rates of steel, cement and other construction and building materials.

(b) War or similar situation, strikes, riots, accident or any Act of God.

(c) Any notice, rules and regulations, order, delayed permission or any other order passed by any competent authority or court of law, tribunal or



[Signature]

Promoter

[Signature]

Purchaser/s

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दस्तावेज नं. 9269/2024
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quasi Judicial body authority or promoter, the force majeure circumstances or conditions or events beyond the control of unforeseen by the party of the First Part.

(d) Delay in issue of occupation certificate and/or other certificates or permissions, sanctions and approvals by the concerned local authority.


(e) Stay Order or litigation or cases, if any, filed by anybody else in respect of the said property in any Court.

7. 7.1 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 15 days (Fifteen days from the date of issue of such notice) and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree/s to pay the maintenance charges as determined by the Promoter or association of allottee/s, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee/s shall take possession of the Apartment within 15 days of the written notice from the Promoter to the Allottee/s intimating that the said Apartment is ready for use and occupancy:

7.3 **Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Apartment from the Promoter by executing


Promoter


Rekha
Chauhan

Purchaser/s	
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Area Sq. Ft.	9189
210	990