



**Building Permission Cell, Greater Mumbai / MHADA**

(A designated Planning Authority for MHADA layouts constituted as per Government Regulation no. TPB4315/167/CR-51/2018/UD-11 dtd. 23 May 2018)

**PART OCCUPATION CERTIFICATE**

No. MH/EE/(B.P.)/GM/MHADA-74/536 /2024

DATE-

**10 SEP 2024**

To

M/S Charkop Ashray CHSL  
& Charkop Arihant Prabhu CHSL  
Charkop ,Kandivali (west) Mumbai

**Subject :-** Part occupation certificate for Proposed join-redevelopment of existing plot no 228 society known as Charkop Arihant Prabhu CHSL & existing building plot no 3, Sector no 3 known as Charkop Ashray CHSL on plot bearing CTS No. 1C/1/366,& 1C/1/367, Village Kandivali Charkop Kandivali West Mumbai 400067

- Ref:**
1. IOA Issued -MH/EE/BP/GM / MHADA-74/536/2020 Date 14.10.2020
  2. CC Issued -MH/EE/BP/GM/ MHADA-74/536/2020 Dated 28.04.2021
  3. Amended IOA -MH/EE/BP/GM/MHADA-74/536/2021 Date 05.12.2022
  4. CC Issued -MH/EE/BP/GM/ MHADA-74/536/2022 Dated 02.01.2023
  5. Part occupation issued MH/EE/(B.P.)/GM/MHADA-74/536 /2023 dt. 12.05.2023
  6. L.S. application for Full Occupation on 21.05.2024

Dear Applicant.

The Part development work of building comprising of, 2 wings ground floor pt. for Entrance lobby, Restaurant, Bank, Shops, electric meter room, pump room and pt. Stilt for car parking + 1<sup>st</sup> podium level pt. for Shop, Restaurant, Air Conditioned Unit, Fitness Center, and pt. for Office + 2<sup>nd</sup> podium part, Air Conditioned Unit, & parking + 3<sup>rd</sup> podium for meter room & part for parking + 4<sup>th</sup> podium level for parking + 5<sup>th</sup> floor to 21<sup>th</sup> floor for residential user (A & B wing) except 2 nos. of Residential flat no. i.e. 603, 1003 (Wing B) & Society Office on 4<sup>th</sup> podium, for building height \_\_\_\_\_ mt. Part Occupation compliance existing plot no 228 society known as Charkop Arihant Prabhu CHSL & existing building plot no 3, Sector no 3 known as Charkop Ashray CHSL on plot bearing CTS No. 1C/1/366,& 1C/1/367, Village Kandivali Charkop Kandivali West Mumbai 400067, is completed under the supervision of Shri. J.G. Dewoolkar L.S., Lic. No. D/294/LS, Shri. Nitin Hiralal Jain, Consultant, Lic. No. STR/J/75 and Shri. Sanjay Rane Site Supervisor, Lic. No. R/184/SS-II and as per

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Development Completion Certificate submitted by I.S and as per the Completion Certificate issued by Chief Fire Officer, u/no. P-15777/2023/(1 C/1/366 And Other) / R/C Ward - KANDIVALI R/ C/ MHADA-CFO/1 /New on Online NOC dated 05/12/2023.

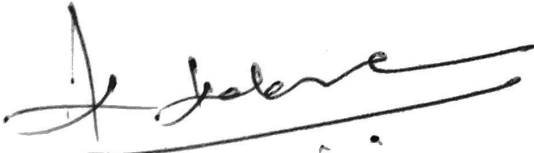
It can be occupied with the following conditions.

1. That all firefighting system shall be maintained in good working condition.
2. That the OCC without prejudice to legal matter pending in court of law of any.
3. Addition / alteration In the approved building shall not be allowed, without prior approval of this office.
4. The operation of the hydro-pneumatics system, STP shall be strictly followed if applicable.
5. That the terms and conditions of Final Fire NOC shall be strictly followed.
6. Terms and conditions mentioned in MOEF and MPCB shall be strictly followed, if applicable.
7. That the functioning of Lifts, D.G. Sets, OWC & Rainwater harvesting system, substation shall be maintained, if applicable.
8. That the conditions in consent letter under no. REE/MB/NOC/F-1190/2077/2024 dtd. 05.09.2024 issued by Mumbai Board shall be binding on society.

The Part Occupation request submitted by you is hereby accepted.

D.A.:- Set of Plan.

  
(Rupesh M. Totewar)  
Ex.Eng.B.P.Cell (W/S)  
MHADA.





# Maharashtra Real Estate Regulatory Authority

## REGISTRATION CERTIFICATE OF PROJECT FORM 'C'

[See rule 6(a)]



registration is granted under section 5 of the Act to the following project under project registration number :  
1800030873

Project: **CHARKOP ARIHANT CO OP HSG SOC LTD, Plot Bearing / CTS / Survey / Final Plot No.: 2281C1367 at Borivali, Borivali, Mumbai Suburban, 400067;**

**Sandhya Kshitij Builders Private Limited** having its registered office / principal place of business at Tehsil: **Borivali, District: Mumbai Suburban, Pin: 400092.**

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 allottee or the 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 schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;

OR

That entire of the amounts to be realised hereinafter by 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 **20/09/2021** and ending with **28/02/2025** 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

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.

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Signature valid  
Digitally Signed by  
Dr. Vasant Premnand Prabhu  
(Secretary, MahaRERA)  
Date: 20-09-2021 20:05:50

dated: 20/09/2021  
Place: Mumbai

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



## Building Permission Cell, Greater Mumbai / MHADA

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

### COMMENCEMENT CERTIFICATE

No. MH/EE/(B.P.)/GM/MHADA-74/536/2021  
Date- 06 AUG 2021

To  
M/S. Charkop Ashray CHSL &  
Charkop Arihant Prabhu CHSL  
Charkop MHADA Layout,  
at Kandivali (West),  
Mumbai - 400067



Sub: Proposed join-redevelopment of existing plot no 228 society known as Charkop Arihant Prabhu CHSL & existing building plot no 3, Sector no 3 known as Charkop Ashray CHSL on plot bearing CTS No. 1C/1/366, & 1C/1/367, Village Kandivali Charkop Kandivali West Mumbai 400067.

Ref: 1. IOA Issued for Ashray CHS -MH/EE/BP/ GM / MHADA-74/536 /2020 Dated 13.10.2020

2. CC Issued for Ashray CHS -MH/EE/BP/ GM / MHADA-74 /536/2020 Dated 28.04.2021

3. Amended IOA issue MH/EE/BP/ GM / MHADA-74/536/2020 Dated 14.07.2021

4. L.S. Shri. Jitendra G. Dewoolkar application for Plinth CC dt. 20.07.2021

Sir,

With reference to your application dated 20.07.2021 for development permission and grant of 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 erect a

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\* गृहनिर्माण भवन, कलानगर, बान्द्रे (पूर्व), मुंबई ४०० ०५१  
दुरध्वनी ६६४० ५०००  
फॅक्स नं : ०२२-२६५९२०५८

Griha Nirman Bhavan, Kalanagar, Bandra (East), Mumbai 400051.  
Phone : 66405000.  
Fax No. 022-26592058 Website : www.mhada.maharashtra.gov.in



Proposed join-redevelopment of existing plot no 228 society known as Charkop Aribant Prabhu CHSL & existing building plot no 3, Sector no 3 known as Charkop Ashray CHSL on plot bearing CTS No. 1C/1/366,& 1C/1/367, Village Kandivali Charkop Kandivali West Mumbai 400067

The Commencement Certificate / Building Permit is granted subject to compliance of mentioned in IOD dated 13.10.2020 and 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 reason 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. 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.
6. This Certificate is liable to be revoked by the VP & CEO / MHADA if:
  - a. The development work in respect of which permission is granted under this certificate is not carried out or the use there of 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 event shall be deemed to have carried out the



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2022		

*[Handwritten signature]*



development work in contravention of section 43 and 45 of the Maharashtra Regional Town Planning Act, 1966.

7. 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. Dinesh Mahajan / Executive Engineer to exercise his powers and function of the Planning Authority under section 45 of the said Act.



This CC is valid upto 24.11.2021

Remarks: -

This C.C. is now plinth level C.C (wing B) as per approved plans Vide No MHADA -74/536 dated. 14.07.2021.

--Sd--

(Dinesh Mahajan)  
Executive Engineer B.P. Cell(W.S.)  
Greater Mumbai/ MHADA.

Copy submitted in favor of information please.

- 1) Chief officer /Mumbai Board /MHADA
- 2) Asst. Commissioner, R/South Ward/MCGM
- 3) Dy.Che. Engineer, B.P./ (GM)/MHADA
- 4) Executive Engineer M.B/Bandra Division
- 5) A.E.W.W. R/South Ward /MCGM
- 6) A.A.& C. R/South ward/MCGM
- 7) Ellora Project Consultants Pvt Ltd.

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*[Signature]*  
(Dinesh Mahajan)  
Executive Engineer B.P. Cell(W.S.)  
Greater Mumbai/ MHADA.

0. 10/24/2021/2021/74/536/24  
23 DEC 2021  
This CC is now the further extended upto top of 17th floor  
with 24B C.C. for height of 58.00m (AGL) as per approved  
dt. 14.07.2021



*[Signature]*  
Executive Engineer (GM)  
Western Suburban & City  
Maharashtra Housing & Area  
Development Authority  
Bandra (E) Mumbai 41

# CHARKOP ARIHANT PRABHU CO- OPERATIVE HSG. SOC. LIMITED

Regd. No. : Bom (W-BB) / HSG / T. C. ) - 9099 of 1995 - 96

Plot No.228 - RDP - 6 - Sector No. 3, Charkop, Kandivli (West), Mumbai- 400 067.

Date \_\_\_\_\_

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE SPECIAL GENERAL BODY MEETING HELD ON 27<sup>TH</sup> NOVEMBER 2020 AT 8.00 PM AT SOCIETY PREMISES OF CHARKOP ARIHANTH PRABHU CO-OP HOUSING SOCIETY LIMITED

TO APPROVE THE DEVELOPER IN THE PRESENCE OF THE AUTHORISED REPRESENTATIVE OF THE DY REGISTRAR OF CO-OP SOCIETY

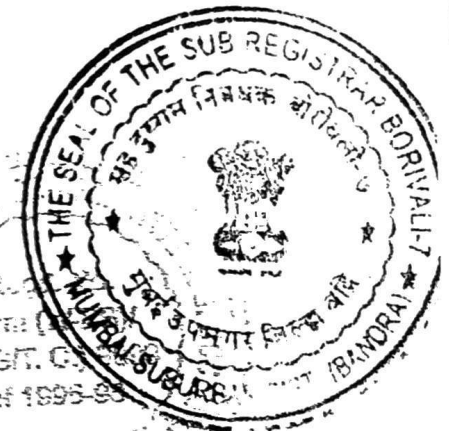
“RESOLVED THAT Sandhya Kshitij Builders Private Limited be and is hereby appointed as the developer for the purpose of the redevelopment of the building of the Society.”

FURTHER RESOLVED THAT the Chairman, Secretary and Treasurer be and are hereby authorized to execute necessary documents in these regards.

For Charkop Arihant Prabhu Co-Op Housing Society Limited

Chairman

Secretary



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# CHARKOP ARIHANT PRABHU CO- OPERATIVE HSG. SOC. LIMITED

Regd. No. : Bom (W-BB) / HSG / T. C. 1 - 9099 of 1995 - 96

Plot No.228 - RDP - 6 - Sector No. 3, Charkop, Kandivli (West), Mumbai- 400 067.

Date 29<sup>th</sup> Nov 2020

Ref. : To,  
Sandhyakshitij Builders Pvt. Ltd.,  
153/158, Sanyukta Bungalow  
R.S.C 1-A, Near Bank of Baroda  
Gorai-1, Borivali-W, Mumbai-400092

Sub : Redevelopment of our Society

## LETTER OF INTENT



Dear Sir,

With reference to the Tender submitted by you and in furtherance to the discussion with your Director Mr. Nitin K. Gaonkar, we are pleased to inform you that in the Special General Body Meeting held on 27<sup>th</sup> Nov 2020, it has been resolved by majority to select & appoint you as the Developer for the said Redevelopment project of "CHARKOP ARIHANT PRABHU Co. Op. Hsg. Society Ltd.", Plot No.228, RDP-6, Sector No.3, Near Bhagwati Hotel, Charkop Market, Charkop, Kandivali (West), Mumbai - 400067.

### Condition for Selection & Appointment :

Please note that your selection & appointment by the Special General Body meeting is on basis of your Tender submitted to our Society & this Letter of Intent is issued to you in order to complete the required formalities connected with the Redevelopment project in a time bound manner as per Tender :

### Security Deposit

a) As your Tender is accepted and you are selected as Developer, the amount of Rs. 10,00,000/- (Rupees Ten Lakhs Only) held as Earnest Money Deposit (E.M.D.) is being retained as first tranche of the Security Deposit.

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4200	the amount of Rs.
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b) You are requested to immediately pay within 7 days an additional Rs. 25,00,000/- (Rupees Twenty Five Lakhs Only) by way of Pay Order in favour of "CHARKOP ARIHANT PRABHU Co. Op. Hsg. Society Ltd." as second tranche of Security Deposit on being given the Letter of Intent (L.O.I).

If at any given time, you fail to observe or comply with the stipulations of the Tender as per the terms and conditions of the "CHARKOP ARIHANT PRABHU Co. Op. Hsg. Society Ltd." or fail to enter into and execute the Redevelopment Agreement within the specified time period &

CHARKOP ARIHANT PRABHU CO-OP. HSG. SOCIETY LTD.

CHAIRMAN

SECRETARY



# CHARKOP ARIHANT PRABHU CO- OPERATIVE HSG. SOC. LIMITED

Regd. No. : Bom (W-BB) / HSG / T. C. ) - 9099 of 1995 - 96

Plot No.228 - RDP - 6 - Sector No. 3, Charkop, Kandivli (West), Mumbai- 400 067.

Ref. : \_\_\_\_\_

Date \_\_\_\_\_

further fail to obtain Offer Letter from Mhada as agreed upon, then Society shall be at liberty to cancel this "Letter of Intent" & the Total Security Deposit of Rs.1,00,00,000/- (Rupees One Crore Only) shall be forfeited.

### Redevelopment Agreement & Building Plans:

We also request you to kindly initiate the process of preparing Redevelopment Agreement & Building Plans and other requisite documents to be executed between yourself and the Society at the earliest. Upon receipt of said documents, we shall get the same vetted by PM Architect/Advocate appointed by the "CHARKOP ARIHANT PRABHU Co. Op. Hsg. Soc. Ltd." and further approved by members in Special General Body Meeting of Society.

### Tender terms & conditions :

All terms & conditions mentioned in Tender shall be valid & binding upon you at all times throughout the Redevelopment except variations mutually agreed upon.

### Requisite documents :

We have already provided you photocopies of all the vital documents during the Tender process. If any other documents are required, you can come with your Architect / Advocate & inspect Society's Office with prior appointment and photocopies of further required documents can be provided on request.

The Managing Committee looks forward with a positive approach to interacting with you during the successful implementation of the Redevelopment project at every stage.

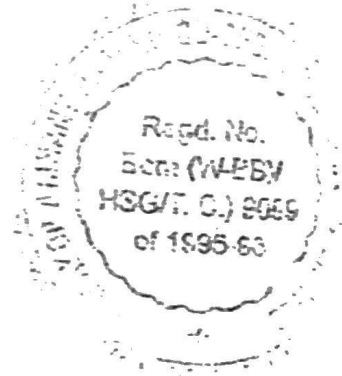
Please convey your written acceptance of our terms mentioned in this Letter of Intent.

For Charkop Arihant Prabhu Co.op. Housing Society Ltd.

*Nimdev Madewal*  
Hon. Secretary

*[Signature]*  
Chairman

*[Signature]*  
Treasurer



Encl : Attendance list with signatures, minutes of the SGM held on 27<sup>th</sup> Nov 2020 alongwith CD containing video recording of the meeting for your perusal & record.





उपनिबंधक, सहकारी संस्था,  
मुंबई पश्चिम उपनगरे, मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ, म्हाडा, मुंबई  
पत्ता- गृहनिर्माण भवन, रुम नं. २११, १ ला मजला, वांद्रे (पूर्व), मुंबई - ४०० ०५१  
दूरध्वनी क्रमांक : ०२२-६६४०५१०५/५२२३

जा. क्र. मुंबई/उपनि/संस/मुं.प.उ/२४/२०२१  
दिनांक :- ०१/०१/२०२१

प्रति,  
मा. निवासी कार्यकारी अभियंता,  
मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ, म्हाडा, मुंबई,  
गृहनिर्माण भवन, मुंबई - ४०० ०५१



विषय :- संस्थेच्या पुनर्विकासाबाबत.

- संदर्भ :- १) संस्थेचा दि. १२.११.२०२० रोजीचा प्राप्त प्रस्ताव  
२) या कार्यालयाचे प्राधिकृत अधिकारी नियुक्तीबाबतचे दि. २०.११.२०२० रोजीचे पत्र  
३) प्राधिकृत अधिकारी यांनी दि. ०१.१२.२०२० रोजी या कार्यालयात सादर केलेला विशेष सर्वसाधारण सभेचा अहवाल.  
४) संस्थेकडील दिनांक २९.११.२०२० रोजीचे पत्र

उपरोक्त संदर्भिय विषयाचे अवलोकन व्हावे.

२/- चारकोप अरिहंत प्रभु को ऑफ हौसिंग सोसा लि., प्लॉट नं. २२८, आर डी पी-६, सेक्टर नं. ३, चारकोप, कांदिवली (पश्चिम) मुंबई-६७ ही संस्था महाराष्ट्र सहकारी संस्था अधिनियम १९६० चे कलम ९ (१) अन्वये नोंदणीकृत संस्था असून तीचा नोंदणी क्र. Bom(W-BB)/HSG/T.C. ९०९९ OF १९९५-९६ असा आहे.

संस्थेने संदर्भ क्रं १ च्या पत्राद्वारे संस्थेच्या इमारतीच्या पुनर्विकासाच्या प्रस्ताव या कार्यालयात दाखल करून त्यांनी पुनर्विकास बाबतचे दि. ०४/०७/२०१९ रोजीचे शासन निर्देशातील तरतुदीनुसार विकासक निवडीसाठी बोलविलेल्या विशेष सर्वसाधारण सभेसाठी प्राधिकृत अधिकार्याची नियुक्ती करण्याकरीता विनंती केलेली आहे. त्या अनुषंगाने या कार्यालयाचे संदर्भ क्रं २ च्या पत्रान्वये संस्थेच्या दि. २७.११.२०२० रोजीच्या विशेष सर्वसाधारण सभेस उपस्थित राहणेसाठी या कार्यालयातील श्री उमेश कांबळे, सहकारी अधिकारी श्रेणी-१ यांची प्राधिकृत अधिकारी म्हणून नियुक्ती करण्यात आलेली होती.

प्राधिकृत अधिकारी श्री उमेश कांबळे यांनी संस्थेने बोलविलेल्या दि. २७.११.२०२० रोजीच्या विशेष सर्वसाधारण सभेस उपस्थित राहून अहवाल या कार्यालयास दि. ०१.१२.२०२० रोजी सादर केलेला आहे. उक्त अहवालाचे अवलोकन केले असता, संस्थेमध्ये सदनिका धारक २० सदनिकांचा समावेश आहे. अशा प्रकारे एकूण २० सदनिका धारकापैकी (एका सभासदाच्या दोन सदनिकांचा समावेश आहे) मतदानास पात्र सभासद १९ असून यापैकी सदर सभेस व्यक्तिशः १७ सभासद उपस्थित असून २ सभासद गैरहजर होते. सदर सभेमध्ये उपस्थित असलेल्या १७ सभासदापैकी १५ सभासद म्हणजेच ५१ % पेक्षा जास्त सभासदांच्या बहुमताने संस्थेच्या पुनर्विकास करण्यासाठी विकासक म्हणून मेसर्स संध्या क्षितीज बिल्डर्स प्रा.लि. (M/S Sandhya Kshitij Builders PVT LTD) यांची नियुक्ती केलेली आहे.

जरिले प्रमाणे अहवाल पुढील कार्यवाहीसाठी पाठविण्यात येत आहे.

(बजरंग जाधव)

उपनिबंधक

सहकारी संस्था, मुंबई पश्चिम उपनगरे,  
मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ, म्हाडा मुंबई

प्रति,

१. अध्यक्ष/सचिव, चारकोप अरिहंत प्रभु को ऑफ हौसिंग सोसा लि., प्लॉट नं. २२८, आर डी पी-६, सेक्टर नं. ३, चारकोप, कांदिवली (पश्चिम) मुंबई-६७
२. मेसर्स संध्या क्षितीज बिल्डर्स प्रा.लि. (M/S Sandhya Kshitij Builders PVT LTD)

उपनिबंधक

सहकारी संस्था, मुंबई पश्चिम उपनगरे,  
मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ, म्हाडा मुंबई





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### AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** ("Agreement") is made and entered into at Mumbai, this 31 day March of 2022.

### BETWEEN


**SANDHYA KSHITIJ BUILDERS PRIVATE LIMITED**, a private limited company (CIN No.U45400MH2019PTC330465), registered under the provisions of Companies Act, 2013 and having PAN No. ABCCS6251K, and having its registered office at Sanyukta Bungalow, Plot No.153-158, RSC-1A, Gorai-I, Borivali (West), Mumbai 400091, through its authorized directors **Mr. Nitin Krishna Gaonkar**, PAN AGHPG7435Q and **Mr. Vipul Rameshchandra Doshi**, PAN AGZPD1177C, (hereinafter referred to as the "**Developer**"), which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns of the First Part;

### AND

**MR. KISHOR HARISHCHANDRA KOKANE PAN NO. AIZPK4331K AND MRS.SAVITA KISHOR KOKANE PAN NO. AOLPK4879C** of Mumbai, Indian Inhabitant, B-604, Kesar Residency, Charkop Market, Sector- 3, Charkop, above Bhagwati Hotel, Kandivali (West) Mumbai- 400067, Maharashtra. (hereinafter referred to as the "**FLAT PURCHASER/S**"), which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators and his/her assigns.

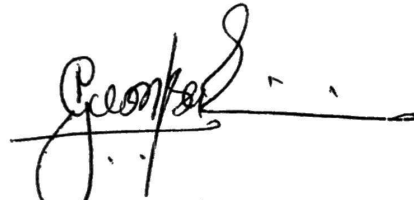

### OR

The Developer and the Flat Purchaser/s shall, hereinafter, be collectively referred to as the "**Parties**" and individually as "**Party**".

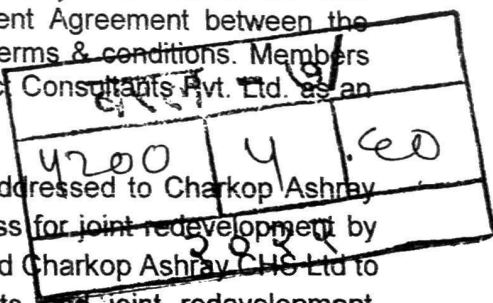
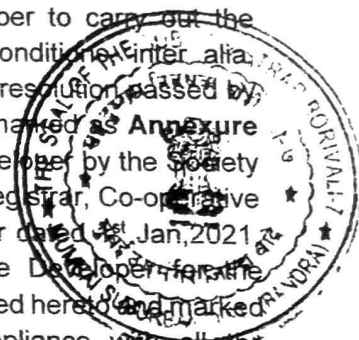
  





- G The Building was constructed approximately 15 years ago and requires extensive repairs, both internally and externally. Considering the cost for undertaking such repairs and maintenance, the Society considers it desirable to demolish the Building and reconstruct/redevelop new building ("**New Building**") by utilizing the land floor space index ("**FSI**") and Fungible FSI relating to and arising out of the Land as per prevailing Development Control Regulations for Greater Mumbai, 2034 (as may be amended and modified from time to time).
- H The Society had received 3 proposals for Project Management Consultant ("**PMC**") One of the said proposal was from **M/s. Designs Unlimited**, having its office at B-1, Flat No-28, Shatataraka Society, Near R.T.O. Office, Andheri (West), Mumbai-400053. **M/s. Designs Unlimited** was appointed as PMC in Special General Body meeting held on 13<sup>th</sup> Sept 2020.
- I The Society invited Tenders by giving an advertisement in leading newspapers. Accordingly, Tenders were sold by Society and interested Developers submitted Tenders to Society. Tenders were opened by Society and scrutinized by PMC. Site visits were conducted of Developers by Society and also presentations were done by Developers to the Society.
- J. Thereafter, the Society, in its Special General Body Meeting held on 27<sup>th</sup> November, 2020, in presence of the Members of the Society and also in presence of Mr. Umed Vaman Kamble, Co-Operative Grade-1 Officer, deputed by the Deputy Registrar of Co-operative Societies, MHADA Western Suburbs, (wherein out of 20 society member 17 members were present and 15 voted in favour of the Developer) resolved to appoint the party of the first part as a Developer to carry out the Redevelopment work of the Property on the terms and conditions of the Offer comprising of those set out in the Agreed Offer. A copy of the resolution passed by the Society dated 27<sup>th</sup> Nov, 2020, is attached herewith and marked as **Annexure "B"**. Subsequently an "Letter of Intent" was issued to the Developer by the Society marked and annexed herewith as **Annexure "C"**. The Dy. Registrar, Co-operative Societies, Mumbai MHADA western suburbs, vide their letter dated 1<sup>st</sup> Jan, 2021 bearing No. 24/2021, also confirmed the selection of the Developer for the development of the Property. A copy of the said letter is annexed hereto and marked as **Annexure "D"**. The Society thereby completed compliance with all the requirements of the directives issued by the Government of Maharashtra under Section 79-A of the Maharashtra Co-operative Societies Act, 1960 (for short '**MCS Act**').
- K. Charkop Ashray CHS Ltd. vide their letter dated 19<sup>th</sup> March, 2020 & 1<sup>ST</sup> December 2020 addressed to the Society, laid down their proposal regarding the amalgamation of plots of the Society and Charkop Ashray CHS Ltd. As the Society had opted for joint redevelopment by way of amalgamation of plots, in its Special General Body meeting dated 13<sup>th</sup> Dec, 2020, members by majority agreed for amalgamation of plots of the Society and Charkop Ashray CHS Ltd. But the said approval was subject to execution of Redevelopment Agreement between the Society and the Developer on mutually acceptable terms & conditions. Members also agreed for the appointment of M/s. Ellora Project Consultants Pvt. Ltd. as an Architect and Licensed Surveyor.
- L. Society vide its letter dated 17<sup>th</sup> December, 2020 addressed to Charkop Ashray CHS Ltd, the Society conveyed to them its readiness for joint redevelopment by amalgamation of plots of both societies and requested Charkop Ashray CHS Ltd to confirm their acceptance of amalgamation of plots and joint redevelopment. Charkop Ashray CHS Ltd vide their letter dated 1<sup>ST</sup> December, 2020, confirmed their willingness for amalgamation of plots and joint redevelopment. Copies of the said letters (letter from Charkop Ashray CHS Ltd along with Resolution dated 4<sup>th</sup> November, 2018) are annexed hereto and marked as **Annexures "E" & "F"**.



*Signature*  
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*Signature*  
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### AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** ("Agreement") is made and entered into at Mumbai, this 31 day March of 2022.

### BETWEEN

**SANDHYA KSHITIJ BUILDERS PRIVATE LIMITED**, a private limited company (CIN No.U45400MH2019PTC330465), registered under the provisions of Companies Act, 2013 and having PAN No. ABCCS6251K, and having its registered office at Sanyukta Bungalow, Plot No.153-158, RSC-1A, Gorai-I, Borivali (West), Mumbai 400091, through its authorized directors **Mr. Nitin Krishna Gaonkar**, PAN AGHPG7435Q and **Mr. Vipul Rameshchandra Doshi**, PAN AGZPD1177C, (hereinafter referred to as the "**Developer**"), which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns of the First Part;

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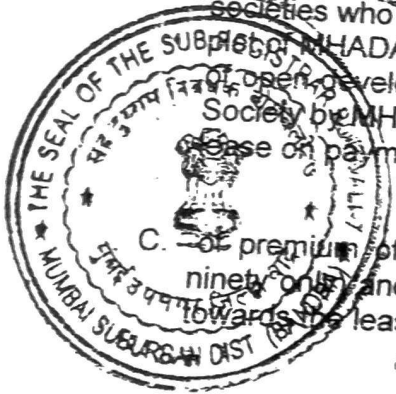


**WHEREAS:**

**SANDHYA KSHITIJ BUILDERS PRIVATE LIMITED**, i.e. the Developer, through the Registered Development Agreement dated 5<sup>th</sup> February, 2021 and the registered Power of Attorney through the Society dated 5<sup>th</sup> February, 2021 is the developer of and is currently, solely and absolutely seized and possessed of the development rights, or otherwise well and sufficiently entitled to a building known as 'Charkop Arihant Prabhu' having five floors consisting of 20 (Twenty) residential flats ("**Old Building**"). The Society hereby represents that the Old Building is standing on all that piece or parcel of land bearing, and bearing Plot No.228, RDP-6, Sector 3, Charkop, Kandivali (West), Mumbai 400 067 and bearing CTS no. 1C-1/367, admeasuring in aggregate 892.50 (Eight Hundred Ninety two and point fifty only) square meters, and situated at Kandivali (West) Mumbai - 400 067, in the Registration Sub-District of Bandra Bombay Suburban District, within the limits of Greater Mumbai in the district and registration sub-district of Mumbai city and Mumbai suburban leased to the Society by Maharashtra Housing and Area Development Authority ("**MHADA**"), (hereinafter referred to as the "**Land**"). The Land and the Old Building are hereinafter collectively referred to as the "**Property**", which is more particularly described in the First schedule hereunder written. The Land is shown surrounded by red color boundary lines on the property more particularly described in the "**Schedule**" hereunder written, along with the property register cards of the said Property are annexed hereto as part of **Annexure "A"**;

A. The Maharashtra Housing and Development Authority ("**MHADA**"), being the owner of the Land, had by advertisements published in newspapers inviting applications from various co-operative housing societies, for allotment of open plots of MHADA's Land which was a World Bank Project for the purpose of constructing and maintaining a building for bonafide use and occupation of the members of the said selected society.

B. The Society was one of the successful drawees, in the lots from among the various societies who had applied on 20<sup>th</sup> September 1993 for allotment of open developed plots of open developed plot. In pursuance of acceptance of the said application of the Society by MHADA, MHADA agreed and decided to give the Land to the Society on lease on payment.



C. of premium of Rs.18,09,990/- (Eighteen lakh nine thousand nine hundred and ninety only) and Rupees 18,100/- (Rupees Eighteen thousand one hundred only) towards the lease rent per annum.

D. The Society has agreed to take the Land on lease for the term of 90 (Ninety) years for the purpose of constructing, maintaining and locating a building for bonafide use and occupation of the Society members (as per the said list) on the terms and conditions mentioned therein.

E. Therefore, by virtue of the indenture of lease dated 27<sup>th</sup> May, 1996, registered with the Sub-Registrar of Assurances at Mumbai, executed between MHADA and the Society, MHADA assigned the Land to the Society on lease, for a period of 90 (Ninety) years, commencing from 27<sup>th</sup> May, 1996, on such terms and conditions as more precisely mentioned therein ("**Indenture of Lease**").

F. Thereafter, in the year 1995-96, the Building was constructed by the Society and the flats were allotted to the then members of the Society and Occupation Certificate (OC) bearing no. CHE/A-0570 /BP (WS) / AR dated 24<sup>th</sup> May 2005, was issued by the Municipal Corporation of Greater Mumbai.

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G. The Building was constructed approximately 15 years ago and requires extensive repairs, both internally and externally. Considering the cost for undertaking such repairs and maintenance, the Society considers it desirable to demolish the Building and reconstruct/redevelop new building ("**New Building**") by utilizing the land floor space index ("**FSI**") and Fungible FSI relating to and arising out of the Land as per prevailing Development Control Regulations for Greater Mumbai, 2034 (as may be amended and modified from time to time).

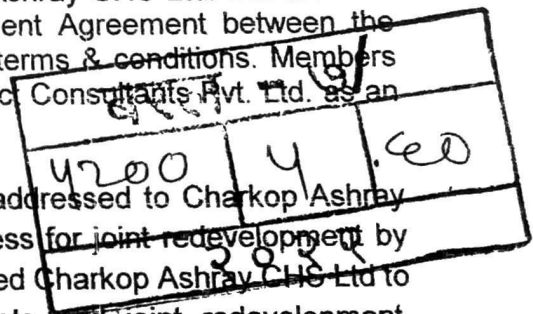
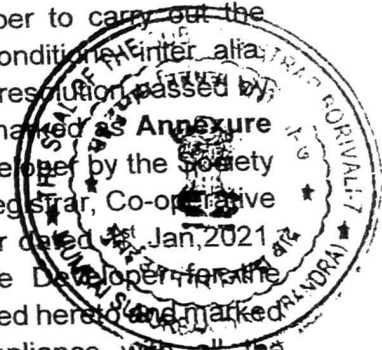
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M. The Society through the Registration Development Agreement dated 5<sup>th</sup> February, 2021 and the Registered Power of Attorney through the Society dated 5<sup>th</sup> February, 2021 hereby grants the Redevelopment rights in respect of the Property to the Developer and the Developer hereby acquires the same on the terms and conditions and for the consideration as more particularly set out in the said Development Agreement. Accordingly, the Parties hereto agree that the Developer shall undertake development of the Property amalgamation of plots (Clause "L") of both the Society by demolishing the Building and by utilizing current permissible FSI and fungible FSI for construction of the New Building to accommodate the Members and sell the Developer's Area to the Purchaser(s) in accordance with the building plans approved by the Society and the Concerned Government Authorities, entirely at their own costs, charges and expenses, for the consideration and on the terms and conditions set out herein. The Developer hereby acknowledges that the Members are the bonafide owners/occupants of their respective flats & shops in the Building and the Society is the owner of the Building and lessee of the plot of Land and shall always remain in legal possession of the Property. The Developer has been granted a license/right as a Developer to redevelop the Property in terms of the said Development Agreement.

N. Vide letter dated 9<sup>th</sup> July, 2021 bearing no. CO/MB/REE/NOC/F- /1469/2021, MHADA has granted it's NOC, to the Society for carrying out the redevelopment of the Old Building, in terms of the applicable rules and regulations as more particularly described therein. A copy of the NOC is attached hereto as **Annexure "G"**.

O. Thereafter, the Society obtained an Intimation of Approval ("IOA") from MHADA dated 14<sup>th</sup> July 2021, bearing no. MH/EE/(B.P.)/GM/MHADA-74/536/2021 and procured approved plans in respect of the New Building. A copy of the IOA is attached hereto as **Annexure "H"**.

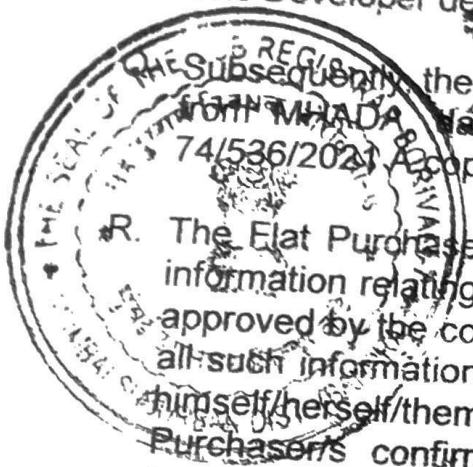
P. The Developer demolished the Old Building.

Subsequently, the Society obtained Plinth Commencement Certificate ("Plinth CC") from MHADA dated 6<sup>th</sup> August 2021, bearing no. MH/EE/(B.P.)/GM/MHADA-74/536/2021. A copy of the Plinth CC is attached hereto as **Annexure "I"**.

R. The Flat Purchaser/s hereby confirm and acknowledge that they have obtained information relating to the sanctioned plans, layout plans along with specifications approved by the competent authority, stage wise time schedule of completion and all such information as required under RERA and that he/she/they have satisfied himself/herself/themselves about the title of the said Property and the Flat Purchaser/s confirm that he/she/they are entering into this Agreement after inspecting the aforesaid documents and shall never raise any objection/s to the same.

S. The Flat Purchaser/s applied to the Developer for sale of flat out of the Developer's Area to the Flat Purchaser/s being flat no. [1102] on 11th floor in B Wing in the new building/s ("Flat") to be constructed on the Land, more particularly described in the **Second Schedule** hereunder written.

T. The Developer has, accordingly, agreed to sell to the Flat Purchaser/s the Flat and the Flat Purchaser/s has/have agreed to purchase from the Developer the Flat on such terms and conditions more particularly mentioned hereinafter.



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U. Prior to the execution of these presents, the Flat Purchaser/s has paid to the Developer a sum of Rs. 9,00,000/- (Rupees Nine Lakhs Only) being at time of Registration and the Flat Purchaser/s has agreed to pay to the Developer the balance of the total price in the manner hereinafter appearing.

V. Under section 13 of RERA, the Developer is required to execute a written agreement for sale of the said Flat with the Flat Purchaser/s, being in fact these presents and also to register this Agreement under the Registration Act, 1908.

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

1. The Parties hereby declare that the statements, declarations and representations on their respective parts as contained in the foregoing recitals as also hereinafter contained are true to their own knowledge and are made by them conscientiously, believing the same to be true knowing full well that relying upon the said statements, declarations and representations to be true and correct.
2. The Flat Purchaser/s agrees to purchase from the Developer and the Developer agrees to sell to the Flat Purchaser/s a flat bearing no. 1102 on the 11<sup>th</sup> Floor in "B" Wing, admeasuring [ 660 ] sq. ft. [(RERA carpet area)]<sup>1</sup> in "Charkop Arihant Prabhu" ("Flat") as shown in the floor plan thereof hereto annexed and marked **Annexure "J"** along with one stilt/podium 1 (One) Car parking space ("**Parking Space**"), (the Flat and the Parking Space (wherever applicable) are hereinafter collectively referred to as "**Premises**") for the price of **Rs. 1,10,00,000/- (Rupees One Crore Ten Lakhs Only)** ("**Consideration**") including applicable Stamp Duty & Registration charges and Goods & Services Tax ("**GST**") proportionate price of the common areas and facilities appurtenant to the Flat. The Sale Price shall be exclusive of all other taxes, levies, duties, cesses etc. All such taxes, levies, duties, cesses etc (*whether applicable/payable now or become applicable/payable in future*) to be borne by the Flat Purchaser/s alone and the Developer shall never be liable, responsible and/or required to bear, and/or pay the same, or any part thereof. The nature, extent and description of the common/limited area and facilities are more particularly described in the list annexed hereto and marked **Annexure "K"**. The Premises agreed to be sold hereunder are more particularly described in the **Second Schedule** hereunder written and shown in red color on the floor plan.
3. The Flat Purchaser/s shall pay to the Developer, the Consideration without any delay and default, (timely payment of each installment being essence of the contract) in the following manner:

- a) 10% At the time of Booking
- b) 15% On Execution of this Agreement
- c) 20% On Completion of Plinth
- d) 44% On Completion of each Slabs (2 %) Total Slab – 22
- e) 2.5% On Completion of Wall, Internal Plaster
- f) 2.5% On Completion of External Plaster,
- g) 2% On Completion of Flooring, Window, Sanitary Fittings
- h) 2% On Completion of Lift, Water Pump and Electric fitting
- i) 2% On offering Possession after OC



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4. It is agreed that any communication either orally or in writing by the Developer to the Flat Purchaser/s for inspection of the said Property by the Flat Purchaser/s and/or about the completion of a particular stage of construction is sufficient and within 7 days of such notice, the Flat Purchaser/s shall pay to the Developer the requisite instalment of the Consideration.

5. The Flat purchaser/s agrees to pay to the Developer the aforesaid instalments within 7 (Seven) days from the date of demand by the Developer. In the event the Flat Purchaser/s defaults in making such payment within the stipulated time line as mentioned hereinabove, the Flat Purchaser/s shall be liable to pay to the Developer such amount which is due along with an interest which shall be the State Bank of India highest Marginal Cost of Lending Rate plus 12 percent per annum on all the delayed payments which become due and payable by the Flat Purchaser/s under this Agreement from the date the said amount is payable by the Flat Purchaser/s till realization of the same. The Developer shall in respect of any amount remaining unpaid by the Flat Purchaser/s under the terms and conditions of this Agreement have a first lien and charge on the Flat agreed to be acquired by the Flat Purchaser/s.

In the event the Flat Purchaser/s defaults in paying the interest as contemplated in Clause 6 herein above, then in that case, the Developer shall have the absolute right to rescind this Agreement.

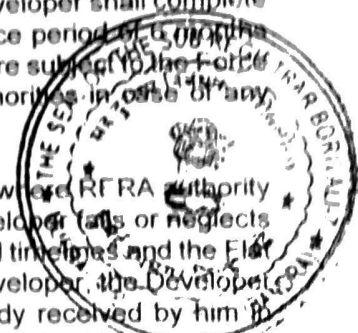
6. On the Flat Purchaser/s committing default in payment of any installment due and payable by the Flat Purchaser/s to the Developer (including his/her/their proportionate share of taxes, rates, cesses, other charges and all other outgoings) under this Agreement, and/or the Flat Purchaser/s committing breach of any of the terms herein contained, the Developer shall be at liberty to terminate this Agreement by giving 15 days prior notice in writing. ~~Provided~~ further that upon termination of this Agreement as aforesaid, the Developer shall refund to the Flat Purchaser/s the amount of installments of Consideration in respect of the Flat which may till then have been paid by the Flat Purchaser/s to the Developer without any interest, within 90 [Ninety] days of such termination, after forfeiting a minimum of 10% [Ten Percent] of the Consideration amount or a minimum of 15% [Fifteen Percent] of the Consideration in case any brokerage being paid with respect to the sale of the Flat. Further, the Developer shall not be liable to reimburse to the Flat Purchaser/s any Government Charges such as stamp duty, registration charges GST etc. Upon the termination of this Agreement, under this clause, the Developer shall be at liberty to sell the Premises to any other person of their choice and at such price as the Developer may deem fit and the Flat Purchaser/s shall not object to the same

7. The Buyer hereby confirms and consents to the Society to amalgamate the Land with the adjoining Society's Land bearing CTS No. 1C-1/366 and belonging to Charkop Ashray Co-op Housing Society Ltd. The Buyer shall sign and execute any further document or form required to effectively amalgamate the lands. Further the Buyer shall not claim any further area or compensation from the Society in the regard.

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8. The Developer hereby agrees to observe perform and comply with all the terms conditions, stipulations, and restrictions, if any, which may have been imposed by MM, or any other concerned authorities at the time of sanctioning the plans or thereafter and shall before handing over possession of the Premises to the Flat Purchaser/s, obtain from the MHADA and/or concerned authorities occupancy certificate (OC) in respect thereof.
9. The Developer shall construct the new building in accordance with the plans, designs and specifications approved by the MHADA and which has been seen and approved by the Flat Purchaser/s. The Flat Purchaser/s agree that the Developer is/will be entitled for any minor variations and modifications in the building plans and elevation of the building as the Developer thinks appropriate or as may be required by MHADA which does not affect the area of the Flat.
10. The Flat Purchaser/s has made enquiries and is satisfied that the title of the Developer to the said Property is marketable and free from encumbrances and that the Developer has the authority to develop the same. The Flat Purchaser/s has inspected the original title certificate issued by the Advocate of the Developer. The Flat Purchaser/s has/have also checked the Web page of the Developer and the Flat Purchaser/s is/are satisfied that the Developer have obtained the necessary permissions, approvals required for development of the said Property and that pursuant thereto, the Developer herein is entitled to develop the said Property.
11. The fittings and amenities to be provided by the Developer in the new building/s and the Flat are those as set out in **Annexure "L"** hereto.
12. Upon completion of construction of the new building and receipt of the occupation certificate in respect thereof, the Developer shall endeavor to put the Flat Purchaser/s in possession to occupy the Flat, which shall be on or before June, 2024 and if construction of the new building/s is not completed on or June, 2024 then the Developer shall complete construction of the new building/s within a further penalty free grace period of 6 months i.e on or before December 2024. However, the aforesaid timelines are subject to the Force Majeure situation and/or the extension granted by the RERA authorities in case of any other justifiable reasons.
13. However, save and except in cases of Force Majeure or the cases where RERA authority grants extension to the Developer or justifiable reasons, if the Developer fails or neglects to give possession of the Flat Purchaser within the agreed/extended timelines and the Flat Purchaser/s demand refund of the amounts paid by them to the Developer, the Developer shall be liable to refund to the Flat purchaser the amounts already received by him in respect of the Flat with interest, which shall be State Bank of India highest Marginal Cost of Lending Rate plus 12 percent from the date the Developer received the sum till the date the amounts and interest thereon is repaid. Once the amount is refunded this Agreement shall stand terminated.
14. Provided that the Developer shall be entitled to reasonable extension of time for giving delivery of the Premises on the aforesaid date, if the completion of New Building/s in which the Flat is situated is delayed on account of: -
  - a. Non-availability of Steel, Cement, other building material, water or electric supply;
  - b. War, Civil commotion or Acts of God;
  - c. Any written or oral notice, order, rule, notification of the Government and/or other public or other competent authority; or
  - d. Any other force majeure event, which is beyond control of the Developer.
15. The Flat Purchaser/s shall take possession of the Premises within 71 (Seventy one) days of the Developer procuring occupancy certificate and giving written notice to the Flat Purchaser/s intimating that the Premises is ready for use and occupation, provided that the Consideration along with interest and any other amounts, if any due and payable, has been paid by the Flat Purchaser/s.



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16. The Flat Purchaser/s shall use the Flat or any part thereof or permit the same to be used only for the purpose of residence. Further, he/she/they shall use the car Parking Space (if any) only for the purpose of parking vehicle and for no other purpose.
17. Commencing from [7] (Seven) days after the date of receipt of OC as issued by MHADA for the new building/s and provided oral and/or written notice is given by the Developer to the Flat Purchaser/s that the Flat is ready for use and occupation, irrespective of whether the Flat Purchaser/s takes possession of the Flat or not, the Flat Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the area of the Flat) of outgoings in respect of the Land and/or the New Building/s and/or the Flat namely local taxes, non-agricultural assessment, maintenance betterment charges or such other charges levied by the concerned local authority and/or Government including Bombay Municipal Corporation water charges, water, through tankers charges, insurance, common lights, all type of repairs, and salaries of clerks, gardener, chowkidars, sweepers and all other expenses necessary and incidental to the Management and Maintenance of the said Property. The Flat Purchaser/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the [10th] day of each and every month in advance and shall not withhold the same for any reason whatsoever.
18. The Flat Purchaser/s shall on or before delivery of possession of the Premises keep deposited with the Developer, the following amounts:
- (a) Rs. 35000/- for legal charges;
  - (b) Rs. 500/- for share money/membership fees application entrance fee of the co-operative housing society;
  - (c) Rs. 13000/- towards deposit for electric meter/water meter and miscellaneous expenditure in that behalf;
  - (d) Rs. 72000/- towards the advance maintenance charges, water tax and property taxes on provisional basis for one year; and
  - (e) Rs. 2,00,000/- towards corpus fund/non-refundable deposit payable to the co-operative housing society/condominium/company.

19. The Flat Purchaser/s herein shall be enrolled as members of the society within a period of 6 months after receiving a written intimation thereof from the Developer along with a photocopy of this Agreement duly stamped and registered and on payment of a sum of Amount Rs. 500/- (Rupees Five Hundred Only) towards share money/membership fees application entrance fee of the co-operative housing society and Rs. 2,00,000/- (Rupees Two Lacs Only) towards corpus/non-refundable deposit to the co-operative housing society/condominium/company. For the aforesaid purpose the Flat Purchaser/s, shall from time to time, sign and execute the application for membership and other papers and documents necessary for being member of such co-operative housing society PROVIDED HOWEVER that the Flat Purchaser/s shall be entitled to be enrolled as members of such co-operative housing society only after the Flat Purchaser/s has paid the full Consideration and all the amounts payable hereunder to the Developer and/or any other authority/authorities.

20. The Developer shall be liable to rectify/repair any structural defects or any defects on account of workmanship, quality in the Flat or the building in which the Flat is situated that will be pointed out by the Flat Purchaser/s for a period as prescribed under RERA.

21. The Flat Purchaser/s for himself/themselves both hereby covenant with the Developer as follows: ₹ 0

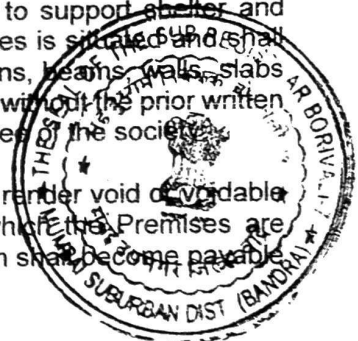
20(a) To maintain the Premises, at its own cost, in good and tenantable condition from the date, the Premises is taken in his possession and shall not do or suffered to be done anything in or to the building in which the Premises is situated, staircase or any passage, which may be against the rules, regulations or bye-laws or concerned local of any other authority or change/alter or make addition in or to the building in which the Premises itself or any part thereof.

12. *Signature*



*Prakash*

- (b) Not to store in the Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the constructions or structure of building in which the Premises is situated or storing of which goods are objected by the concerned local or any other authority and shall not carry or cause to be carried heavy packages on upper floors which may damage or is likely to damage the staircases, common passages or any other structure of the building in which the Premises are situated, including entrances of the building in which the Premises is situated and in case any damage is caused to the building in which the Premises is situated on account of negligence or default of the Flat Purchaser/s, he shall be liable for the consequences of such breach.
- (c) To carry at his/her own cost all internal repairs to the Premises and maintain the Premises in the same conditions, state and order, in which, it was delivered by the Developer to the Flat Purchaser/s and shall not do or suffer to be done anything in or to the building in which the Premises is situated or the Premises which may be given the rules and regulations and bye-laws of the concerned local authority or other public authority, and in the event of the Flat Purchaser/s committing any act in contravention of the above provision, the Flat Purchaser/s shall be responsible and liable for the consequences, thereof to be concerned local authority and or other public authority.
- (d) Not to demolish or cause to be demolished the Premises or any part thereof, nor any time make or cause to be made any addition or alteration of whatever nature in or to the Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which is situated and shall keep, the portion, sewers, drains pipes in the Premises and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support and protect the other parts of the building in which the Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, partitions or other structural changes in the Premises without the prior written permission of the Developer and/or the managing committee of the society.
- (e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Land and the New Building/s in which the Premises are situated or any part thereof whereby any increase premium shall become payable in respect of the insurance.
- (f) Not to throw dirt, rubbish, garbage or other refuses or permit the same to be thrown from the window/balcony of the Flat in the compound or any portion of the Land or the New building/s in which the Premises are situated.
- (g) To take necessary approval of the concerned local authority and/or Government and or other public authority or society and to bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and or other public authority on account of change of user of the by Flat Purchaser/s viz. user for any purposes other than for residential purpose.
- (h) The Flat Purchaser/s shall observe and perform all the rules and regulations of the society with additions, alterations or amendments thereof that may be made from time to time, for protection and maintenance of the New Building/s and the flats therein and for the observance and performance of the buildings rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Flat Purchaser/s shall also observe and perform all the stipulation and conditions laid down by the society regarding the occupation and use of the Premises in the New Building/s and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.



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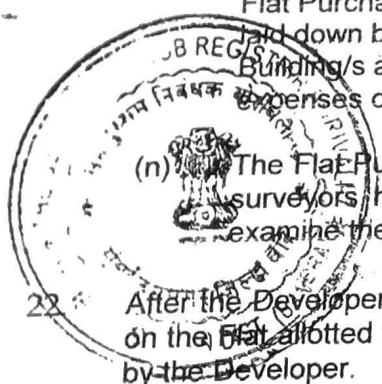
*[Handwritten signature]*

*[Handwritten signature]*



*[Handwritten signature]*  
V. P. ...

- (i) The Flat Purchaser/s shall maintain the elevation of the Premises, in the same form as the Developer constructs and shall not at any time alter the said elevation in any manner whatsoever without the prior consent in writing from the Developer and/or the society.
- (j) The Flat Purchaser/s shall not let, sublet, transfer, assign or part with Flat Purchaser/s interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Flat Purchaser/s to the Developer under this Agreement are fully paid up and until the Flat Purchaser has intimated in writing to the Developer.
- (k) The Flat Purchaser/s shall not, at any time, create or do or cause or permit any public or private nuisance in or upon the Premises or any part of the New Building/s or the Land or any part thereof nor shall he/she/they/it do anything which will cause annoyance, inconvenience, suffering, hardship or disturbance to the remaining occupiers of the New Building/s and/or to the Developer and/or the management company or occupants of neighboring plots nor use or permit to use the Premises for any illegal or immoral or unlawful purpose.
- (l) The space provided for the entrance of the New Building/s shall be used as entrance only and the Flat Purchaser/s shall not use the same in any other way except for entering the New Building/s. The Car Parking Space/s allotted to the Flat Purchaser/s (if any) herein shall use the Parking Space only for the purpose of parking or keeping his/her/their/its own vehicle/s.
- (m) The Flat Purchaser/s shall observe and perform all the rules and regulations which the society comprising of the New Building/s may make at its inception and the additions, alterations or amendments thereof that may be made from time to time from protection and maintenance of the New Building/s and the flats/units therein (including the Premises) and rules, regulations and bye laws framed therein. The Flat Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the society regarding the occupation and use of Premises in the New Building/s and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.



(n) The Flat Purchaser/s shall at every given point of time, permit the Developer his surveyors, his agents, his workmen and others, to enter upon the Premises to view, examine the state and condition of the New Building/s thereof.

22. After the Developer executes this Agreement, he shall not mortgage or create a charge on the Flat allotted to the Flat Purchaser/s herein unless the same is approved in writing by the Developer.

23. The Developer has maintained a separate account in respect of sums received by the Developer from the purchasers as advance or deposit.

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24. The Society is registered and the Flat Purchaser shall be admitted as a new member in the Society.

The Developer hereby represents that the Society is lessee of the land by an indenture of lease deed dated May 27, 1996 with MHADA for the period of 90 (ninety) years and hence there is no need of executing a separate conveyance deed.

*[Handwritten signature]*



*[Handwritten signature]*

26. Any delay, tolerance or indulgence shown by the Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat Purchaser/s by the Developer shall not be construed as a waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Flat Purchaser/s nor shall the same in any manner prejudice to the rights of the Developer.
27. The Flat Purchaser/s shall present this Agreement at the proper Registration Office for registration within 1 (One) month from the date of execution of this Agreement as set out in the Indian Registration Act, 1908 and the Developer will attend such office and admit execution thereof.
28. All notices to be served on the Parties as contemplated by this Agreement shall be deemed to have been duly served if sent to any party by Registered Post A. D. under Certificate of Posting at his/her address specified in the title clause.
29. This Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules made there under from time to time.
30. All Stamp duty and registration charges in respect of the Premises (Flat) shall be borne and paid by the Developer as per the Govt. Notification No TPS-1820/AN 27/P.K.-80/20/UD-13 dated 14.01.2021 and V.P/A's circular No/ 424 dated 25.02.2021. The Flat Purchaser/s shall not be liable for the same.
31. If any provision of this Agreement hereafter shall be determined to be void or unenforceable under applicable law, such provision shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**FIRST SCHEDULE**

ALL THAT piece and parcel of land or ground bearing Plot No.228, RDP-6, Sector 3, Charkop, Kandivali ( West ), Mumbai 400 067 and bearing CTS no. 1C-1/367, admeasuring in aggregate 892.50 (Eight Hundred Ninety two and point fifty) square meters and situated RSC-25, Charkop Sector No.3, Kandivali (West) Mumbai – 400 067 and situated at in the Registration Sub-District of Bandra Mumbai Suburban District within the limits of Greater Mumbai in the district and registration sub-district of Mumbai city and Mumbai suburban ("Land")



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२०२२		

*[Handwritten signature]*  
*[Handwritten signature]*



*[Handwritten signature]*  
 V.P.A.





**SECOND SCHEDULE**

A Residential Flat bearing no.1102 admeasuring 660 square feet (RERA carpet area) on 11<sup>th</sup> floor, "B" Wing of the New Building of 'CHARKOP ARIHANT PRABHU CO-OPERATIVE HOUSING SOCIETY LIMITED' in the new building to be constructed on the Land as described in First Schedule herein above.

**SIGNED, SEALED AND DELIVERED BY** the within named "DEVELOPER" SANDHYA KSHITIJ BUILDERS PRIVATE LIMITED,, represented by its Directors,

Mr. Nitin Krishna Gaonkar

*Nitin Krishna Gaonkar*



Mr. Vipul Rameshchandra Doshi

*V. R. Doshi*



In the presence of:

1) B.N. YADAV

2) *[Signature]*



**SIGNED, SEALED AND DELIVERED BY** the within named "FLAT PURCHASER/S"

Mr. Kishor Harishchandra Kokane

*Kishor Harishchandra Kokane*



Mrs. Savita Kishor Kokane

*Savita Kishor Kokane*



In the presence of:

1) B.N. YADAV

2) *[Signature]*





# SANDHYA KSHITIJ BUILDERS PRIVATE LIMITED

Address 153/158, Sanyukta Bunglow, R.S.C. 1-A, Near Bank of Baroda, Gorai-1, Borivali (W) Mumbai -400092

Receipt No.: SK/AP/MAR/047/2021-22

Date: 08.03.2022

## RECEIPT

Received with Thanks from MR. KISHOR HARISHCHANDRA KOKANE AND MRS. SAVITA KISHOR KOKANE sum of Rs. 9,00,000/- (Rupees Nine Lakhs Only) against Flat No. 1102 on 11<sup>th</sup> floor, for building known as "Charkop Arihant Prabhu Co Operative Housing Society" situated at Plot no.228, Sector-3, RDP-6, RSC-25, Charkop-1, Kandivali (West), Mumbai-400067; as per details given below:

Sr. No.	Cheque Number	Date	Amount Rupees	Drawn on
1.	410838	04.02.2022	9,00,000/-	Punjab National Bank
	<b>Total</b>		<b>9,00,000/-</b>	

This receipt is issued subject to realization of cheque.

For Sandhya Kshitij Builders Pvt. Ltd.

*George S. V. AD*  
 Authorised Signatory



*J*

बरल - ७/		
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३०		



# Sandhya Kshitij

## BUILDERS PRIVATE LIMITED

Regd. office: 153/ 158, Sanyyukta Bungalow, R.S.C.1-A, Near Bank of Baroda, Gorai-1, Borivali (W), Mumbai- 400  
Corporate office: Plot No.3, RDP- 6, RSC- 25, 1st Floor, Sector- 3, Near Bhagwati Restaurant, Charkop, Kandivali (W) Mumbai-  
Email @sandhyakshitijbuilderpvtltd@gmail.com Mob.: 7045258126 / 9820658670 / 8169439289

ARH/Allot/11/2021-22

Date: \_\_\_\_\_

05<sup>th</sup> APR 2022

To,  
MR. KISHOR HARISHCHANDRA KOKANE AND  
MRS. SAVITA KISHOR KOKANE



Sub: Allotment of Flat No. 1102 on 11<sup>th</sup> floor in our under Construction building Charkop Arihant Prabhu CHS on Plot no. 228, Sector 3, RDP 6, RSC 25, Charkop, Kandivali (West) Mumbai- 400 067.

Dear Sir/Madam,

We are pleased to inform you that, we have allotted Flat No. 1102 on 11<sup>th</sup> floor in our under Construction building, Charkop Arihant Prabhu CHS LTD in 'B' wing, consisting of 660 sq. ft. RERA Carpet Area (approx) situated at Plot bearing CTS No. 1C-1/367 Plot no. 228, Sector 3, RDP 6, RSC 25, Charkop, at Kandivali (West) Mumbai- 400 067. The total consideration amount of the flat is **Rs. 1,10,00,000/- (Rupees One Crore Ten Lakhs Only)**.

We confirm the receipt of **Rs. 9,00,000/- (Rupees Nine Lakhs Only)** towards booking amount for the above flat vide Cheque bearing No. 410838, dated 04.02.2022 drawn on Punjab National Bank, Charkop Branch. We request the entire balance consideration amount should be paid to us as per schedule and demand raised by us.

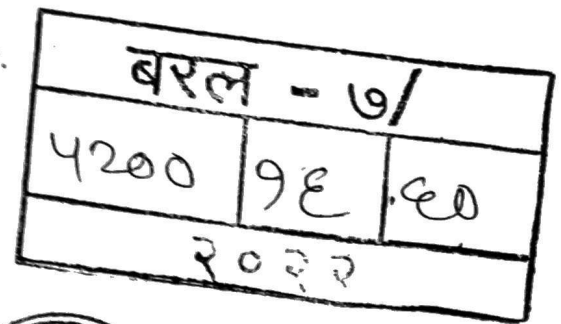
Thanking you,

We hereby confirm the contents of this Allotment Letter.

Yours Faithfully

For Sandhya Kshitij Builders Private Limited.

Authorized Signatory



We Confirmed

APP. NO. : 2307

**EXTRACT FROM THE PROPERTY REGISTERED CARD**

CITY SURVEY 345/3 TALUKA : BORIVALI

Dist. BOMBAY  
SUBURBAN  
DIST

City Survey	Area Sq. Mts.	Tenure	Particulars of assessment for rent paid to Government and when due for revision
<u>345/3</u> <u>3400</u>	<u>422-y</u>	<u>C</u>	<u>11.12.70-345/3</u> नो <u>7</u>

<b>Encumbrance</b>	
<b>Holder in Origin of the title as far as traced</b>	
<b>Lease</b>	
<b>Other Encumbrances</b>	
<b>Other Remarks</b>	



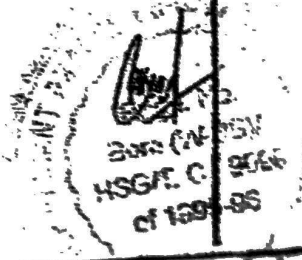
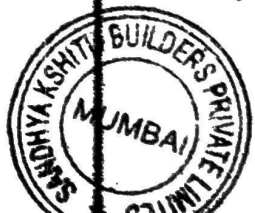
Date	Transaction	Vol. No.	New Holder (H) Lessee (L) or Encumbrances (e) %	Attestation
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<u>24/1/77</u>	<u>11.12.70-345/3</u> <u>नो</u>	<u>337</u>	(H) <u>जगन्निच मॅन्जमन्थ मराठार</u> <u>सहनिर्माण न लेगविनाल</u> <u>प्राधिकृत्य मुंबई</u>	<u>नो</u> <u>11.12.77</u> <u>अंगी 234</u>
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1. जगन्निच मॅन्जमन्थ मराठार  
 2. सहनिर्माण न लेगविनाल  
 3. प्राधिकृत्य मुंबई  
 4. 20/1/77  
 5. 345/3  
 6. 337  
 7. 124



<u>बोरल - 6/</u>		
<u>4200</u>	<u>70</u>	<u>80</u>



सूची क्र.2

दुय्यम निबंधक मह दुनि. बोरीवली 7

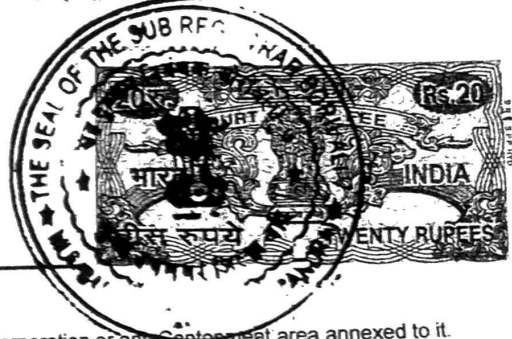
दस्त क्रमांक : 5200/2022

नोंदणी :

Regn 63m

गावाचे नाव : कादिवली

क्र.सं.	करारनामा	विवरण
1)	11000000	
2)	9400690.41	1) पालिकेचे नाव: मुंबई मनपा इतर वर्णन : सदनिका नं: सदनिका 1102 बी ब्रिग, माळा नं: 11, इमारतीचे नाव: चारकोप अरिहंत प्रभु को ऑप हौसिंग सोसा ली, ब्लॉक नं: प्लॉट न 228 चारकोप कादिवली वेस्ट, रोड : सेक्टर 3 मुंबई 400067, इतर माहिती: एक कार पार्किंग सहित( ( C.T.S. Number : 1c ; ) )
3)		1) 67.47 चौ.मीटर
4)		1): नाव:-संध्या सितिज बिल्डर्स प्रायव्हेट ली तर्फे डिरेक्टर नितीन - गावकर वय:-50; पत्ता:-प्लॉट नं: प्लॉट न 153-158, माळा नं: -, इमारतीचे नाव: संयुक्त बंगलो, ब्लॉक नं: गोरार्ड 1 बोरीवली वेस्ट, रोड नं: -, महाराष्ट्र, मुम्बई. पिन कोड:-400091 पॅन नं:-ABCCS6251K
5)		2): नाव:-संध्या सितिज बिल्डर्स प्रायव्हेट ली तर्फे डिरेक्टर विपुल - दोशी वय:-46; पत्ता:-प्लॉट नं: प्लॉट न 153-158, माळा नं: -, इमारतीचे नाव: संयुक्त बंगलो, ब्लॉक नं: गोरार्ड 1 बोरीवली वेस्ट, रोड नं: -, महाराष्ट्र, मुम्बई. पिन कोड:-400091 पॅन नं:-ABCCS6251K
6)		1): नाव:-किशोर हरिश्चंद्र कोकणे वय:-49; पत्ता:-प्लॉट नं: सदनिका बी -604, माळा नं: 6, इमारतीचे नाव: केसर रेसिडेन्सी, ब्लॉक नं: चारकोप कादिवली वेस्ट, रोड नं: सेक्टर 3, महाराष्ट्र, MUMBAI. पिन कोड:-400067 पॅन नं:-AIZPK4331K
7)		2): नाव:-सविता किशोर कोकणे वय:-39; पत्ता:-प्लॉट नं: सदनिका बी-604, माळा नं: -, इमारतीचे नाव: केसर रेसिडेन्सी, ब्लॉक नं: चारकोप कादिवली वेस्ट, रोड नं: सेक्टर 3, महाराष्ट्र, MUMBAI. पिन कोड:-400067 पॅन नं:-AOLPK4879C
8)	31/03/2022	
9)	26/04/2022	
10)	5200/2022	
11)	550000	
12)	30000	
13)		
14)		



मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुदांक शुल्क आकारताना निवडलेला अनुच्छेद :-

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

सुलभ व्यवहारासाठी नागरिकांचे सलमीकरण  
दस्तऐवज नोंदणीनंतर मिळकत पत्रिका/ कर नोंदवही अद्ययावत करणे गरजेचे आहे.  
या व्यवहाराचे विवरण पत्र ई-मेल द्वारे बृहन्मुंबई महानगरपालिकेस 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 26/04/2022 ) toMunicipal Corporation of Greater Mumbai.

No need to spend your valuable time and energy to submit this documents in person.



खरी प्रत

सह. दुय्यम निबंधक, बोरीवली-७  
मुंबई उपनगर जिल्हा.



सूची क्र.2

दुय्यम निबंधक : सह दु.नि. बोरीवली 7

दस्त क्रमांक : 5200/2022

नोदंणी :

Regn:63m

गावाचे नाव : कांदिवली

करारनामा

11000000

याच्या बाबतितपट्टाकार  
र ते नमुद करावे)

9400690.41

घरक्रमांक(असल्यास)

1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :सदनिका नं: सदनिका 1102 बी विंग, माळा नं: 11, इमारतीचे नाव: चारकोप अरिहंत प्रभु को ऑप हौसिंग सोसा ली, ब्लॉक नं: प्लॉट न 228 चारकोप कांदिवली वेस्ट, रोड : सेक्टर 3 मुंबई 400067, इतर माहिती: एक कार पार्किंग सहित( ( C.T.S. Number : 1c ; ) )

1) 67.47 चौ.मीटर

ण्यात असेल तेव्हा.

मा/लिहून ठेवणा-या  
णी न्यायालयाचा  
न्यायास,प्रतिवादिचे नाव व

1): नाव:-संध्या क्षितिज बिल्डर्स प्रायव्हेट ली तर्फे डिरेक्टर नितीन - गावकर वय:-50; पत्ता:-प्लॉट नं: प्लॉट न 153-158, माळा नं: -, इमारतीचे नाव: संयुक्त बंगलो, ब्लॉक नं: गोरार्ड 1 बोरीवली वेस्ट, रोड नं: -, महाराष्ट्र, मुम्बई. पिन कोड:-400091 पॅन नं:-ABCCS6251K

2): नाव:-संध्या क्षितिज बिल्डर्स प्रायव्हेट ली तर्फे डिरेक्टर विपुल - दोशी वय:-46; पत्ता:-प्लॉट नं: प्लॉट न 153-158, माळा नं: -, इमारतीचे नाव: संयुक्त बंगलो, ब्लॉक नं: गोरार्ड 1 बोरीवली वेस्ट, रोड नं: -, महाराष्ट्र, मुम्बई. पिन कोड:-400091 पॅन नं:-ABCCS6251K

पक्षकाराचे व किंवा  
नामा किंवा आदेश  
पत्ता

1): नाव:-किशोर हरिश्चंद्र कोकणे वय:-49; पत्ता:-प्लॉट नं: सदनिका बी -604, माळा नं: 6, इमारतीचे नाव: केसर रेसिडेन्सी, ब्लॉक नं: चारकोप कांदिवली वेस्ट, रोड नं: सेक्टर 3, महाराष्ट्र, MUMBAI. पिन कोड:-400067 पॅन नं:-AIZPK4331K

2): नाव:-सविता किशोर कोकणे वय:-39; पत्ता:-प्लॉट नं: सदनिका बी-604, माळा नं: -, इमारतीचे नाव: केसर रेसिडेन्सी, ब्लॉक नं: चारकोप कांदिवली वेस्ट, रोड नं: सेक्टर 3, महाराष्ट्र, MUMBAI. पिन कोड:-400067 पॅन नं:-AOLPK4879C

मा दिनांक

31/03/2022

दिनांक

26/04/2022

क शुल्क

550000

णी शुल्क

30000

तलेला तपशील:-

डलेला अनुच्छेद :- :

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

सुलभ व्यवहारासाठी नागरिकांचे सक्षमीकरण

दस्तऐवज नोंदणीनंतर मिळकत पत्रिका/ कर नोंदवही अद्ययावत करणे गरजेचे आहे.

या व्यवहाराचे विवरण पत्र ई-मेल द्वारे बृहन्मुंबई महानगरपालिकेस पाठविणेत आलेला आहे.

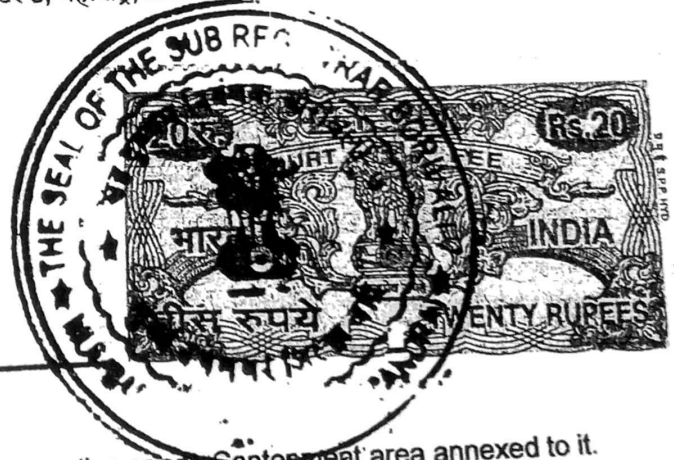
आता हे दस्तऐवज दाखल करण्यासाठी कार्यालयात स्वतः जाणेची आवश्यकता नाही.

Integrated Governance enabling You to Do Business Easily

It is necessary to update Relevant records of Property/ Property tax after registration of document.

This transaction have been forwarded by Email ( dated 26/04/2022 ) toMunicipal Corporation of Greater Mumbai.

No need to spend your valuable time and energy to submit this documents in person.



For office use only

Branch: \_\_\_\_\_

Reference no.: \_\_\_\_\_

Received on: \_\_\_/\_\_\_/\_\_\_



Personal Details

		Applicant				Relation with Applicant: <input type="checkbox"/> Parent <input type="checkbox"/> Spouse <input type="checkbox"/> Other			
First Name		KISHOR				SAVITA			
Middle Name		HARISHCHANDRA				KISHOR			
Last Name		KOKANE				KOKANE			
Father's/Husband's Name		HARISHCHANDRA				KISHOR			
Income Tax PAN No.*		AIZPK4331K				AOLPK4879C			
Identification no. (tick any one)*									
<input type="checkbox"/> Passport no. <input type="checkbox"/> Voter ID									
<input type="checkbox"/> Driving License <input checked="" type="checkbox"/> UID		825886338324				303154113211			
Date of Birth* and Gender		06061972		<input checked="" type="checkbox"/> Male	<input type="checkbox"/> Female	08071982		<input type="checkbox"/> Male	<input checked="" type="checkbox"/> Female
Category		<input type="checkbox"/> Physical Handicapped	<input type="checkbox"/> Ex-Serviceman	<input type="checkbox"/> Minority	<input checked="" type="checkbox"/> None of these	<input type="checkbox"/> Physical Handicapped	<input type="checkbox"/> Ex-Serviceman	<input type="checkbox"/> Minority	<input checked="" type="checkbox"/> None of these
Educational Qualification*		<input type="checkbox"/> Undergraduate	<input checked="" type="checkbox"/> Graduate	<input type="checkbox"/> PG	<input type="checkbox"/> Professional course	<input type="checkbox"/> Other	<input type="checkbox"/> Undergraduate	<input checked="" type="checkbox"/> Graduate	<input type="checkbox"/> PG
Marital Status and No. of dependents in the household		<input type="checkbox"/> Single	<input type="checkbox"/> Married	No. of Dependants	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Single	<input type="checkbox"/> Married	No. of Dependants
Email address		KKOKANE69@gmail.com							
Phone details (STD code - Tel res.)									
Mobile No.		9867209753				7517802593			
Relative of Staff/ Director of bank?		<input type="checkbox"/> Yes <input type="checkbox"/> No				<input type="checkbox"/> Yes <input type="checkbox"/> No			
Residential Address		Applicant				Applicant			
Residence Address* (Present)		B-1102, Horizon gold, sandhya kshiti bul. plot No-228, sec No-3 Charkop market - Kandivali-W							
		City: Mumbai	State: Maharashtra	Pin: _____	Country: _____	City: _____	State: _____	Pin: _____	Country: _____