

369/3433

Thursday, February 16, 2023  
7:12 PM

पावती

Original/Duplicate  
नोंदणी क्र.: 39M  
Regn.: 39Mगावाचे नाव: हरियाली  
दस्तऐवजाचा अनुक्रमांक: करत1-3433-2023  
दस्तऐवजाचा प्रकार: करारनामा  
सादर करणाऱ्याचे नाव: उर्मिला संदीप पुजारी

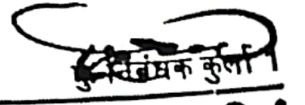
पावती क्र.: 3872

दिनांक: 16/02/2023

**DELIVERED**नोंदणी फी  
दस्त. हाताळणी फी  
पृष्ठांची संख्या: 145रु. 30000.00  
रु. 2900.00

एकूण:

रु. 32900.00

  
सह. दुय्याग निबंधक  
कुर्ला-१ (वर्ग-२)

बाजार मुल्य: रु.5917605.6 /-

मोबदला रु.7238000/-

भरलेले मुद्रांक शुल्क : रु. 434300/-

- 1) देयकाचा प्रकार: DHC रक्कम: रु.1400/-  
डीडी/घनादेश/पे ऑर्डर क्रमांक: 1602202308172 दिनांक: 16/02/2023  
बँकेचे नाव व पत्ता:
- 2) देयकाचा प्रकार: DHC रक्कम: रु.1500/-  
डीडी/घनादेश/पे ऑर्डर क्रमांक: 1602202308330 दिनांक: 16/02/2023  
बँकेचे नाव व पत्ता:
- 3) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-  
डीडी/घनादेश/पे ऑर्डर क्रमांक: MH015422101202223E दिनांक: 16/02/2023  
बँकेचे नाव व पत्ता:



To,  
The Assistant General Manager  
State Bank of India  
RACPC, Mumbai

Date: 04/03/2023

Dear Sir,

We M/S. ADITYARAJ BUILDERS & PROMOTERS, and here by certify that:

1. We have transferable rights to the property described below, which has been allotted by us to Mrs. Urmila Sandeep Pujari & Mr. Sandeep Rajendra Pujari herein after referred to as the purchasers, subject to the due and proper performance and compliances of all the terms and conditions of the Sale Agreement for Sale Dated "16th February' 2023" & Registration Receipt No. KRL1-3433-2023.

Description of the property	Adityaraj Prime, Building No. 81
Flat No./ House No.	302 on 3rd Floor
Building No./Name	Building No. 81, Kannamwar Nagar Adishakti C.H.S. Ltd.
Plot No	Survey No. 113 (Part), City Survey No. 356 (Part)
Locality Name	Kannamwar Nagar 2, Near Asmita College
City Name	Vikhroli (East), Mumbai
Pin Code	400083.

2. That the Total consideration for this transaction is Rs. 72,38,000/- (Rupees Seventy Two Lakhs Thirty Eight Thousand Only) towards sale document.

3. The Title of the property described above is clear, marketable and free from all encumbrances and doubts.

4. We confirm that we have no objection whatsoever to the said purchasers, at their own costs, charges, risks and consequences mortgaging the said property to STATE BANK OF INDIA (herein after referred to as the Bank) as security for the amount advanced by the Bank to them subject to the due and proper performance and compliances of all the terms and conditions of the sale document by the said purchasers.

5. We have not borrowers Loan from any bank.



6. After creation of proper charge/mortgage and after receipt of the copies thereof and after receipt of proper nomination in favour of the Bank, from the said purchasers, we are Agreeable to accept State Bank of India as a nominee of the above-named purchaser for the property described above and once the nomination favoring the Bank has been registered and advice sent to the Bank of having done so, we note not to change the same without the written NOC of the Bank.

7. After creation of charge/mortgage and after receipt of the copies thereof and after receipt of the proper nomination in favour of the Bank, from the above-named purchaser, I/We undertake to inform the society about the Banks charge on the said flat as and when the society is formed.

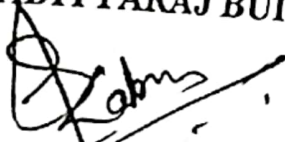
8. Please note that the payment for this transaction should be made by crossed cheque/Transfer of funds favoring "M/S. ADITYARAJ BUILDERS & PROMOTERS ADISHAKTI", Bank Name "AU SMALL FINANCE BANK LTD" Branch GHATKOPAR EAST, MUMBAI - 400075, Current Account No. "2221253342129638" IFSC Code is "AUBL0002533".

9. In case of cancellation of the sale-agreement for any reason, I/We shall refund the amount by crossed cheque favoring the Bank A/C Mrs. Urmila Sandeep Pujari & Mr. Sandeep Rajendra Pujari and forward the same to you directly.

10. The signatory to this letter draws authority to sign this undertaking on behalf of the company vide "M/S. ADITYARAJ BUILDERS & PROMOTERS" (description of document of delegation of authority to the signatory.)

Yours faithfully,

FOR M/S. ADITYARAJ BUILDERS & PROMOTERS



AUTHORIZED SIGNATORY



**Mrs. Urmila Sandeep Pujari &  
Mr. Sandeep Rajendra Pujari  
Building No. "81/302"  
"ADITYARAJ PRIME"  
Contact No. 93242 89722**





## AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") is executed at Mumbai on this 16<sup>th</sup>  
day of February 2023

BY AND BETWEEN

M/S. ADITYARAJ BUILDERS AND PROMOTERS PAN NO. ABLFA9725G., a Partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at 101 and 102, Purnima Pride, Building No. 03, Tagore Nagar, Vikhroli (East), Mumbai - 400083., represented by its Authorized Partner Mr. Rocky R. Khushalani hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors - in-interest, executors, administrators and permitted assignees, including those of the respective partners),

AND

1. Mrs. Urmila Sandeep Pujari, Aadhar No. - 2877 6240 6131, PAN No. - MSJPS4800F, Age 31 years; &
2. Mr. Sandeep Rajendra Pujari, Aadhar No. - 9473 8102 1293, PAN No. - AVJPP5339H, Age 33 years;

All Indian Inhabitant(s), presently residing at 14/13, Railway Police Vasahat, Pant Nagar, Ghatkopar (East), Mumbai - 400075. (Hereinafter collectively referred to as the "Purchaser", which expression shall unless it be repugnant to the context or meaning thereof mean and be deemed to include their respective heirs, executors, administrators and permitted assigns) of the OTHER PART.

*PK.*

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*[Signature]*

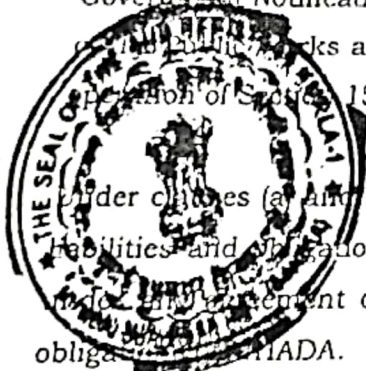
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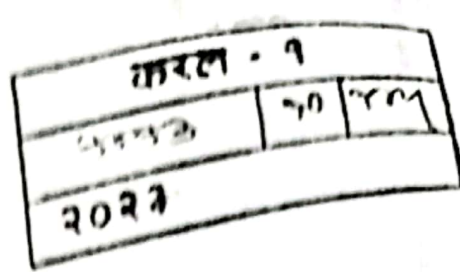
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The "Promoter" and "Purchaser" are hereinafter collectively referred to as "Parties" or individually as a "Party."

**WHEREAS**

- A. Prior to December 1977, the Maharashtra Housing Board [formerly the Bombay Housing Board (B.H.B.) a statutory body constituted under the Maharashtra Housing Board Act, 1948 (BOM.LXIX of 1948) (hereinafter referred to as "Board") was the owner of land or well and sufficiently entitled to a large tract of lands situate at **Vikhroli (East), Mumbai.**
- B. The Board stood dissolved pursuant to the constitution of the Maharashtra Housing and Area Development Authority, a statutory corporation constituted under the Maharashtra Housing and Area Development Act, 1976 (Maharashtra Act XXVIII of 1977) ("said Act") having its office at **Griha Nirman Bhavan, Khar, Nagar, Bandra (East), Mumbai - 400 051** (hereinafter referred to as "MHADA" or "Authority"), duly constituted with effect from the 5<sup>th</sup> December 1977 under Government Notification No. ARD-1077 (1)/desk - 44, dated 5<sup>th</sup> December 1977 and the provisions of Section 15 of the said Act.
- C. Under clauses (a) and (b) of Section 189 of the said Act, all the property rights, liabilities and obligations of the said dissolved Board including those arising out of any agreement or contract became the property, rights, liabilities and obligations of MHADA.
- D. The Board was, inter alia, possessed of or otherwise well and sufficiently entitled to a piece or parcel of land bearing Survey No. 113, [part], City Survey No. 356 [part] admeasuring 1058.04 square meters (Lease area 530.98 square meters pulse tit bit land area 527.06 sq. meters) as part of the Board's large lands at **Kannamwar Nagar, Vikhroli (East), Mumbai -400 083** and more particularly described in the **First Schedule** hereunder written (hereinafter referred to as "**the said land**") and Building No. 81 standing thereon consisting of 32 tenements (hereinafter referred to as "**the said building**").
- E. All the purchasers/Purchasers of tenements in the said building No. 81 formed and got registered a Co-operative Housing Society Ltd. in the name of "**Kannamwar Nagar Adishakti C.H.S. Ltd.,**" under the Maharashtra Co-operative Societies Act, 1960 bearing Registration No. **MUM / MHADB / HSG /**

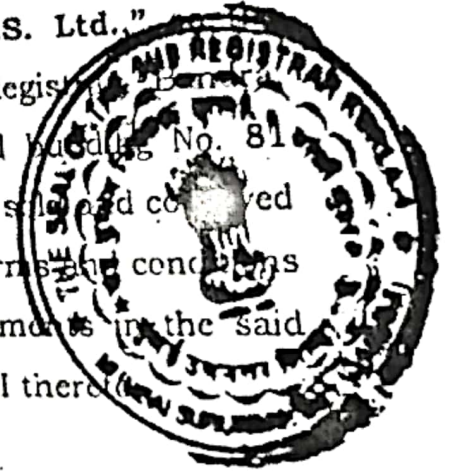




1779 / 12828 / year 2005 - 2006 dated 28th May 2006, and having their registered office at Building No. 81, Kannamwar Nagar 2, Vikhroli (East), Mumbai - 400 083, hereinafter referred to as "the Society").

F. By and under the Indenture of Lease dated 28th September 2021, made between Maharashtra Housing and Area Development Authority (MHADA), as the lessor of the One Part and Kannamwar Nagar Adishakti C.H.S. Ltd., (Society) as the Lessee of the Other Part, registered with the Sub-Registrar, Bandra, Mumbai, under Sr. No. KRL 1 - 14993 - 2021, the said land together with right in common was leased by MHADA to the Society for a term of 30 years commencing from 14<sup>th</sup> June 1995 in consideration of the lease rent payable by the Society as therein mentioned and on the terms and conditions set out therein.

G. By and under the Deed of Sale dated 28th September 2021, made between Maharashtra Housing and Area Development Authority (MHADA) as the Vendor of the One Part and "Kannamwar Nagar Adishakti C.H.S. Ltd." Purchaser of the Other Part, registered with the Sub-Registrar, Bandra, Mumbai, under Sr. No. KRL 1 - 14997 - 2021, the said building No. 81 consisting of 32 tenements constructed on the said land was sold and conveyed by MHADA to the Society for the consideration and on the terms and conditions set out therein and the names of Purchasers of 32 tenements in the said building being 32 Society members, were listed in Schedule II thereof.



H. Accordingly, Kannamwar Nagar Adishakti C.H.S. Ltd., (hereinafter referred to as "the Society") became the lessee of the said land bearing Survey No. 113, [part], City Survey No. 356 [part] at Kannamwar Nagar 2, Vikhroli (East), Mumbai - 400 083. And the owner of the building No. 81 standing thereon and 32 tenements in the said building were allotted to the then members of the Society (the said Land together with the said building are hereinafter collectively referred to as the "said Property").

The said building being old and in dilapidated condition...



22/11/21	22/11/21	22/11/21
2099	2099	2099

...development of the said Property and the said Promoter vide  
 ...dated 4th November 2018, addressed to the Society, accepted the  
 ...for carrying out redevelopment of the said Property  
 ...construction of new building on the  
 ...on the terms and conditions contained therein

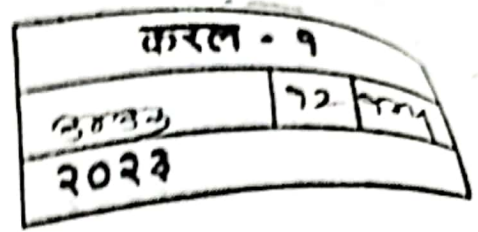
By and under the Development Agreement dated 22nd November 2021  
 between the Society viz. "Kannamwar Nagar Adishakti C.H.S. Ltd.," and  
 Adityaraj Builders and Promoters (Promoter herein) as the Developer  
 registered with Sub Registrar, Kurla 1 under Sr. No. KRL 1 - 17943 - 21  
 (hereinafter referred to as "the Development Agreement"), the Society  
 granted the development rights for redevelopment of the said Property to  
 Promoter on the terms and conditions contained therein.

Pursuant to the said Development Agreement, the Society has executed a  
 Power of Attorney dated 22nd November 2021, in favour of the Promoter and  
 partners, registered with the Sub Registrar Kurla 1 under sr. no. KRL  
 17944 - 2021 to enable the Promoter to take necessary steps for redevelopment  
 of the said property.



in the Development Agreement, the Promoter shall allot 32 Flats  
 measuring 540 Carpet Area in the new building to be constructed  
 on the said land to the members of the Society named in Schedule II thereto  
 free to sell the remaining Flats along with parking areas in  
 the new building (hereinafter referred to as "Promoter Allocated Area")  
 maximum permissible floor space index (FSI) including  
 additional FSI and/or by loading Transferrable Development Right  
 (TDR) for construction of the new building on the said land.

Accordingly, in pursuance of the Development Agreement, the Promoter herein  
 viz. M/s. Adityaraj Builders and Promoters has development rights in the  
 Property on the said land.

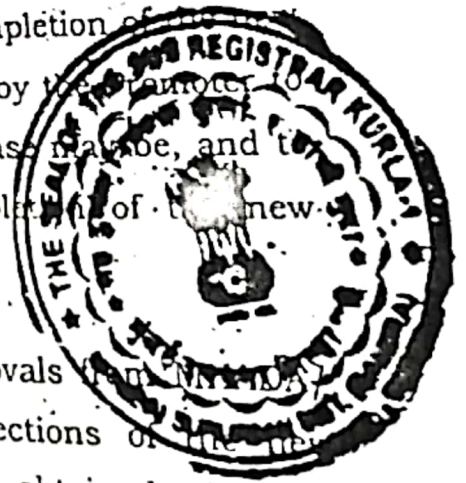


Pursuant to the Development Agreement, the Promoter has obtained from MHADA the Intimation of Approval (IOA) bearing No. MH / EE / BP Cell / GM / MHADA - 9 / 1069 - 2022 dated 7th March 2022, Commencement Certificate (CC) bearing No. MH / EE / (BP) / GM / MHADA-9 / 1069 / 2022 / CC / 1 / New dated 26<sup>th</sup> May 2022 for redevelopment of the said building and construction of new building on the said land up to Plinth. A copy each of IOA, CC, AP is annexed hereto and marked as Annexure "C", "D" respectively.

The Promoter has entered into standard agreement with Architect viz. Mr. Ankit Makani of M/s. Ankit Makani Architects ("Architect"), an Architect Firm duly registered with of Architects, for Architectural work concerning development of the Property including preparation of the layout and construction plans of the new building and further entered into standard agreement with Structural Engineer viz. Mr. Vikas Gokhale of M/s Associated Consultants ("Structural Engineer") for preparation of structural designs and drawings of the new building and the Promoter has accepted the professional supervision of Architect and Structural Engineer till the completion of the building, subject to the reservation of rights and authority by the Promoter to change the Architect and/or Structural Engineer, as the case may be, and to appoint new Architect or Structural Engineer for completion of the new building.

The Promoter has obtained the requisite sanctions/approvals from MCGM for the plans, specifications, elevations and sections of the building/s to be constructed on the said land and shall obtain the balance approvals from various authorities from time to time.

While sanctioning the said plans MHADA and/or the 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 upon the observance and performance of





desires of purchasing a flat/apartment in the new building. The Purchaser has carried out independent search and satisfied himself regarding the marketable title and rights and authorities of the Promoter herein to develop the said Property and being so satisfied, has offered to purchase and the Promoter has agreed to sell to the Purchaser, the said Apartment bearing No. 302, on the 3rd Floor in the new building which forms part of the Promoter Allocated Area and is more particularly described in the **Second Schedule** hereunder written, forming hereinafter referred to as the "Apartment").

The Purchaser has taken inspection of the approved building plans sanctioned by MHADA for construction of the new building. The floor plan, showing the said Apartment in red cross lines, is annexed hereto and marked as Annexure "F".

The Purchaser is aware of the fact that the Promoter herein has entered or will enter into similar or separate agreements with several other purchasers of the other flats/apartment/s forming part of the Promoter Allocated Area in the new building.



As per the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Maharashtra Real Estate (Regulation and Development) Act, 2016 and the Maharashtra Real Estate (Regulation and Development) Rules, 2017, the Promoter is required to enter into an Agreement for sale of the Apartment to the Purchaser, being a written document and to present the same for registration under the provisions of the Registration Act, 1908.

The Promoter has registered the new building project under the provisions of MHRA with the Maharashtra Real Estate Regulatory Authority (MAHA RERA) with Registration No. **IP51800045695**. A copy of the Registration Certificate issued by the Authority is annexed hereto and marked as **Annexure "G"**.

MCGM Assessment Number / SAC NO - **SX0304650020000**)

The Purchaser on going through and accepting all the conditions of sanctioned plans and other sanctions/approvals, has agreed to purchase the said Apartment for the consideration and on the terms and conditions herein contained. All such conditions shall be binding on the Purchaser.

The Purchaser has also been shown the conditions of contracts entered into by the Promoter with the vendors/ contractors/ manufacturers inter alia as to workmanship and quality of products/fittings and fixtures as agreed between

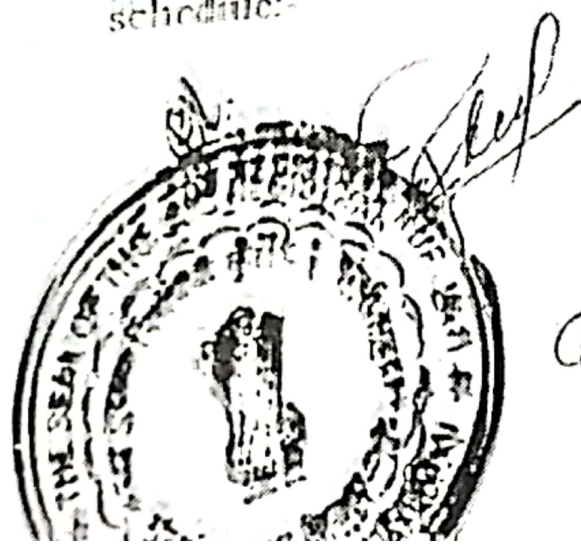


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 10/11/19

The total aggregate consideration amount excluding Govt. Taxes for the apartment including the right to use the common areas and facilities available to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule and "Annexures II" hereunder written as mutually agreed is Rs. 72,38,000/- (Rupees Seventy Two Lakh Thirty Eight Thousand Only) ("Total Price"), Paid Amount is Rs. 7,23,810/- (Rupees Seven Lakh Twenty Three Thousand Eight Hundred Ten Only) & Balance Amount is Rs. 65,14,190/- (Rupees Sixty Five Lakh Fourteen Thousand One Hundred Ninety Only).

iii) The Purchaser hereby confirms and agrees that since he / they have not been allotted or sold any car parking space under still area or in open compound area / Tower Parking of the new building, he / they will not claim any parking slot until and unless it is specifically allotted to him / them in writing.

1.3 The Purchaser has paid/agreed to pay to the Promoter the Total Price in the following manner as per payment schedule plus GST @ 5% as per the schedule:-



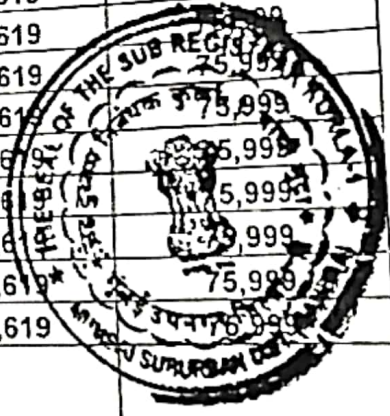
*[Handwritten Signature]*

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PARTICULARS	%	AMOUNT	GST @ 5%	TOTAL
<b>BASIC COST</b>		<b>Rs. 72,38,000</b>		<b>7,59,990</b>
On Booking	10%	7,23,800	36,190	15,19,980
On Execution of Agreement	20%	14,47,600	72,380	11,39,985
On Completion of Plinth	15%	10,85,700	54,285	2,27,997
On Completion of 1st Slab	3%	2,17,140	10,857	75,999
On Completion of 2nd Slab	1%	72,380	3,619	75,999
On Completion of 3rd Slab	1%	72,380	3,619	75,999
On Completion of 4th Slab	1%	72,380	3,619	75,999
On Completion of 5th Slab	1%	72,380	3,619	75,999
On Completion of 6th Slab	1%	72,380	3,619	75,999
On Completion of 7th Slab	1%	72,380	3,619	75,999
On Completion of 8th Slab	1%	72,380	3,619	75,999
On Completion of 9th Slab	1%	72,380	3,619	75,999
On Completion of 10th Slab	1%	72,380	3,619	75,999
On Completion of 11th Slab	1%	72,380	3,619	75,999
On Completion of 12th Slab	1%	72,380	3,619	75,999
On Completion of 13th Slab	1%	72,380	3,619	75,999
On Completion of 14th Slab	1%	72,380	3,619	75,999
On Completion of 15th Slab	1%	72,380	3,619	75,999
On Completion of 16th Slab	1%	72,380	3,619	75,999
On Completion of 17th Slab	1%	72,380	3,619	75,999
On Completion of 18th Slab	1%	72,380	3,619	75,999
On Completion of 19th Slab	1%	72,380	3,619	75,999
On Completion of 20th Slab	1%	72,380	3,619	75,999
On Completion of 21st Slab	1%	72,380	3,619	75,999
On Completion of 22nd Slab	1%	72,380	3,619	75,999
On Completion of 23rd Slab	1%	72,380	3,619	75,999
On Completion of Walls, Internal wall Plaster, Flooring, Doors, Windows Work	5%	3,61,900	18,095	3,79,995
On Completion of Sanitary fittings, Staircases, Lifts Wells, Lobbies	5%	3,61,900	18,095	3,79,995
On Commencement of Internal Plumbing and External Plaster, Elevation Work	5%	3,61,900	18,095	3,79,995
On Commencement of Lifts, Water Pumps, Electrical Fittings	5%	3,61,900	18,095	3,79,995
On Commencement of Entrance Lobby, Plinth Protection & Paving	5%	3,61,900	18,095	3,79,995
On Possession	5%	3,61,900	18,095	3,79,995
<b>TOTAL</b>	<b>100%</b>	<b>Rs. 72,38,000</b>	<b>Rs. 3,61,900</b>	<b>Rs. 75,99,900</b>



4 The Purchaser agrees that the amount payable on possession shall be payable

3. 3.00	
3. 3.00	3.00
3. 3.00	3.00

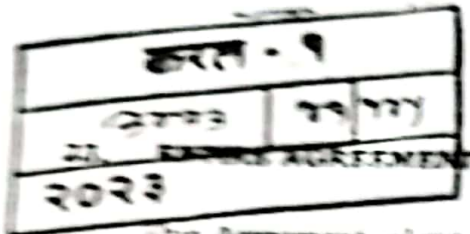
date in respect of the said Property is 3.00 for Plot FSI. However, since the Property falls under the Kannamwar Nagar MHADA Layout, as per Maharashtra's GR /MHADA guidelines dated 3.07.2017 under Regulation No 33 (5), the total FSI available on such Layout will be 3.00 FSI = Pro-rata FSI and Fungible FSI available, which has been sanctioned by the MHADA / concerned authorities and the Promoter has planned to utilize such total Floor Space Index to be made available by MHADA / concerned authorities from time to time. The Promoter has disclosed the Floor Space Index as described hereinbefore as proposed to be utilized by them on the said Property in the said project and the Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

**4. INTEREST IN CASE OF DELAY**

4.1. If the Promoter fails to abide by the time schedule for completing the Building and handing over the Apartment to the Purchaser, the Promoter agrees to pay interest to the Purchaser, who does not intend to withdraw from the Building, interest as specified in the Maharashtra Real Estate (Rules and Regulations) Act, 1963 and the Maharashtra Real Estate (Registration of estate agents, rates of interest and disclosures on website) Rules, 2017 (the "Rules"), on all the amounts due by the Purchaser, for every month of delay, till the handing over of possession of the Apartment. The Purchaser agrees to pay to the Promoter, interest as specified in the Rules, on all the delayed payments which become due and payable by the Purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser(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 Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing 3 (three) defaults of payment of installments, the Promoter at its own option, may





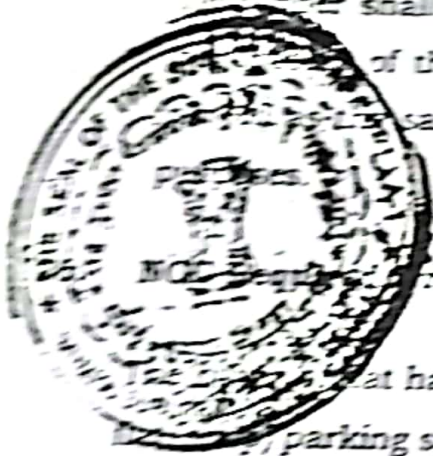
This Agreement, along with its schedules and annexures, constitute the entire Agreement between the Parties with respect to the subject matter hereof and surmounts any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

#### 24. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

#### 25. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations of the Purchaser arising hereunder shall apply not only on the Purchaser but also on any subsequent transferee of the Apartment (in case of a transfer subject to the provisions of the Agreement). The said obligations go along with the Apartment for all intents and purposes.



resale

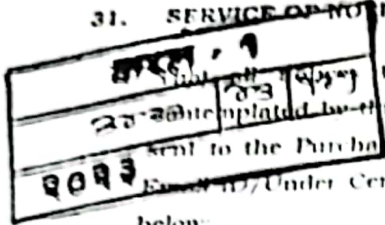
that has to seek NOC from the builder/developer while re-selling the parking space till the O.C is granted.

#### 27. SEVERABILITY

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

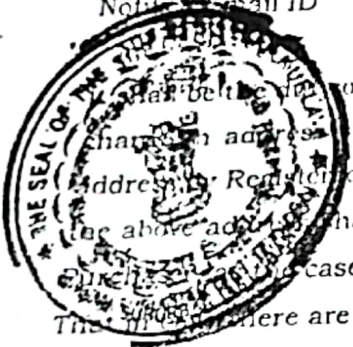


31. SERVICE OF NOTICES:



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

Name of Purchaser : Mrs. Urmila Sandeep Pujari  
Mr. Sandeep Rajendra Pujari  
E-Mail ID : pujarisandeep007@gmail.com  
Contact Number : 93242 89722  
Residential Address : 14/13, Railway Police Vasahat, Pant Nagar,  
Ghatkopar (East), Mumbai - 400075.  
Name of Promoter :- M/S. ADITYARAJ BUILDERS AND PROMOTERS  
Office Address :- 101 and 102, Purnima Pride, Building No. 03, Tagor  
Nagar, Vikhroli (E), Mumbai - 400083.  
Notice E-mail ID : adityarajgroup@hotmail.com

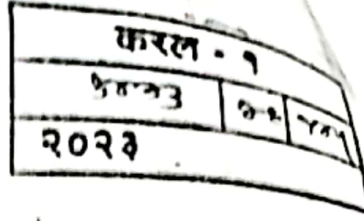


of the Purchaser and the Promoter to inform each other of a change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted to the above address shall be deemed to have been received by the Promoter or the Purchaser as the case may be.  
If there are joint purchasers all communications shall be sent by the Promoter to the Purchaser whose name appears first and at the address given by him / her which shall for all intents and purposes to consider as properly served on all the Purchasers.

2. TERMINATION OF AGREEMENT

1 Without prejudice to the right of Promoter to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of instalments, taxes and/or other outgoings, the Promoter shall, at their discretion and option, be entitled to terminate this Agreement.

*(Handwritten signature)*



**37. EFFECT OF LAWS:**

This Agreement shall always be subject to the provisions of Real Estate (Regulation and Development) Act, 2016 (RERA) read with Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of estate agents, rates of interest and disclosures on website) Rules, 2017.

**FIRST SCHEDULE ABOVE REFERRED TO  
DESCRIPTION OF THE PROPERTY**

All that piece and parcel of the land bearing Survey No. 113, [part], City Survey No. 356 [part] admeasuring 1058.04 sq. meters. (Lease Area 530.98 sq. meters plus tit bit land area 527.06 sq. meters or thereabouts of Kannamwar Nagar Adishakti C.H.S. Ltd., lying, being and situate at Building No. 81, Kannamwar Nagar, Adishakti C.H.S. Ltd., Kannamwar Nagar 2, Vikhroli (East), Mumbai - 400083, Survey No. 113 (Part), City Survey No. 356 (Part), in the Registration Office of Kurla, Mumbai Suburban District, and bounded as follows:



On or towards the North	:	18.30 M.W. Road
On or towards the South	:	Mumbai Primary School
On or towards the East	:	Bldg no. 82 and 83.
On or towards the West	:	18.30 wide road Bldg 138

**SECOND SCHEDULE ABOVE REFERRED TO  
DETAILS OF THE APARTMENT**

Residential Apartment being Flat No. 302 having Rera carpet area admeasuring 414 Sq. Ft., 1 BHK Situated on the 3rd floor in the Building to be named as Project Name "ADITYARAJ PRIME", Building No. 81, Kannamwar Nagar Adishakti C.H.S. Ltd., Kannamwar Nagar 2, Vikhroli (East), Mumbai - 400083, Survey No. 113 (Part), City Survey No. 356 (Part), under construction on the land more particularly described in the First Schedule hereinabove written.

२०१९ - १	
1. Mr. Rocky R. Khushalani	2. Mrs. Urmila Sandeep Pujari

PARTIES HERETO HAVE HEREBY TO BEY AND  
 TIVE HAND ON THE DAY AND YEAR WRITTEN

SIGNED AND DELIVERED BY THE  
 PURCHASER within named  
 M/s. Advanraj Builders and  
 Promoters  
 through its Partner

1. Mr. Rocky R. Khushalani



*Rocky R.*



in the presence of

*S. R. Pujari*

*Urmila*

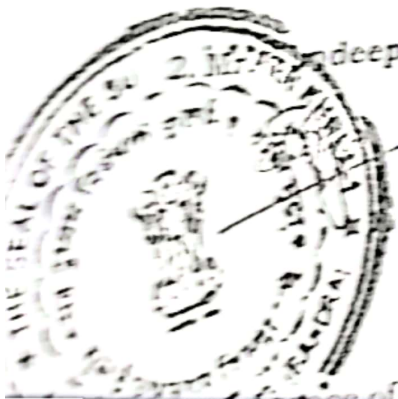
SIGNED AND DELIVERED by the  
 PURCHASER within named

1. Mrs. Urmila Sandeep Pujari

*Urmila*



2. Mr. Sandeep Rajendra Pujari





## RECEIPT

For sale/ allotment of Residential Apartment Being Flat No 302 situated on 3rd floor  
in Building No. 31 to be named as "Kannamwar Nagar Adishakti C.H.S. Ltd." under  
construction on the land more particularly described in the First Schedule  
heresabove written. RECEIVED from the within named Mrs. Urmila Sandeep Pujari  
to Mr. Sandeep Rajendra Pujari a sum of Rs. 7,23,810/- (Rupees Seven Lakh  
Twenty Three Thousand Eight Hundred Ten Only), being the Part consideration  
amount paid by her/his/them to us till date.

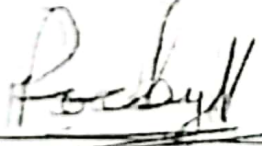
WE SAY RECEIVED

Rs. 7,23,810/-/- (Against Flat Value)

Rs. 36,190/- (Against G.S.T.)

Rs. 7,60,000/- (Total Amount Received)

for M/s. Adityaraj Builders and Promoters

  
Partner/Authorized Signatory



Witnesses:

1. S.R. Pujari

2023		
2023	06	07
2023		

## Declaration

We, Mrs. Urmila Sandeep Pujari about age 31 Years & Mr. Sandeep Rajendra Pujari about age 33 Years, presently residing at 14/13, Railway Police Vasthat, Park Nagar, Ghatkopar (East), Mumbai - 400075.

Do hereby confirm and submit as follows: -

1. We have booked a Flat No. 302, on the 3rd floor at "ADITYARAJ PRIME", Building No. 81, Kannamwar Nagar Adishakti C.H.S. Ltd., Kannamwar Nagar 2, Vikhroli (East), Mumbai-400083, Survey No. 113 (Part), city Survey No. 356. (Part).
2. The Total Consideration amount of the said Flat is Rs. 72,38,000/- (Rupees Seventy Two Lakhs Thirty Eight Thousand Only).
3. Advance / part payment in respect of the said Flat so far paid by me / us to the developer is Rs. 7,23,810/- (Rupees Seven Lakh Twenty Three Thousand Eight Hundred Ten Only).
4. The balance payment due is Rs. 65,14,190/- (Rupees Sixty Five Lakh Fourteen Thousand One Hundred Ninety Only), and the same will be paid as per the clause of the agreement (Payment schedule attached herewith), as per payment schedule shown in the sale agreement, We will arrange the funds from our own Bank Loan if we fail to arrange the funds within 30 days, then the developer will be at the liberty to cancel the registered sale agreement and subsequently the developer can sell the flat to any other buyer, for which We do not have any objection and we will accept the refund of the amounts whatever date paid by us.
5. We are aware that this affidavit will be attached to Sale Agreement before its Registration.

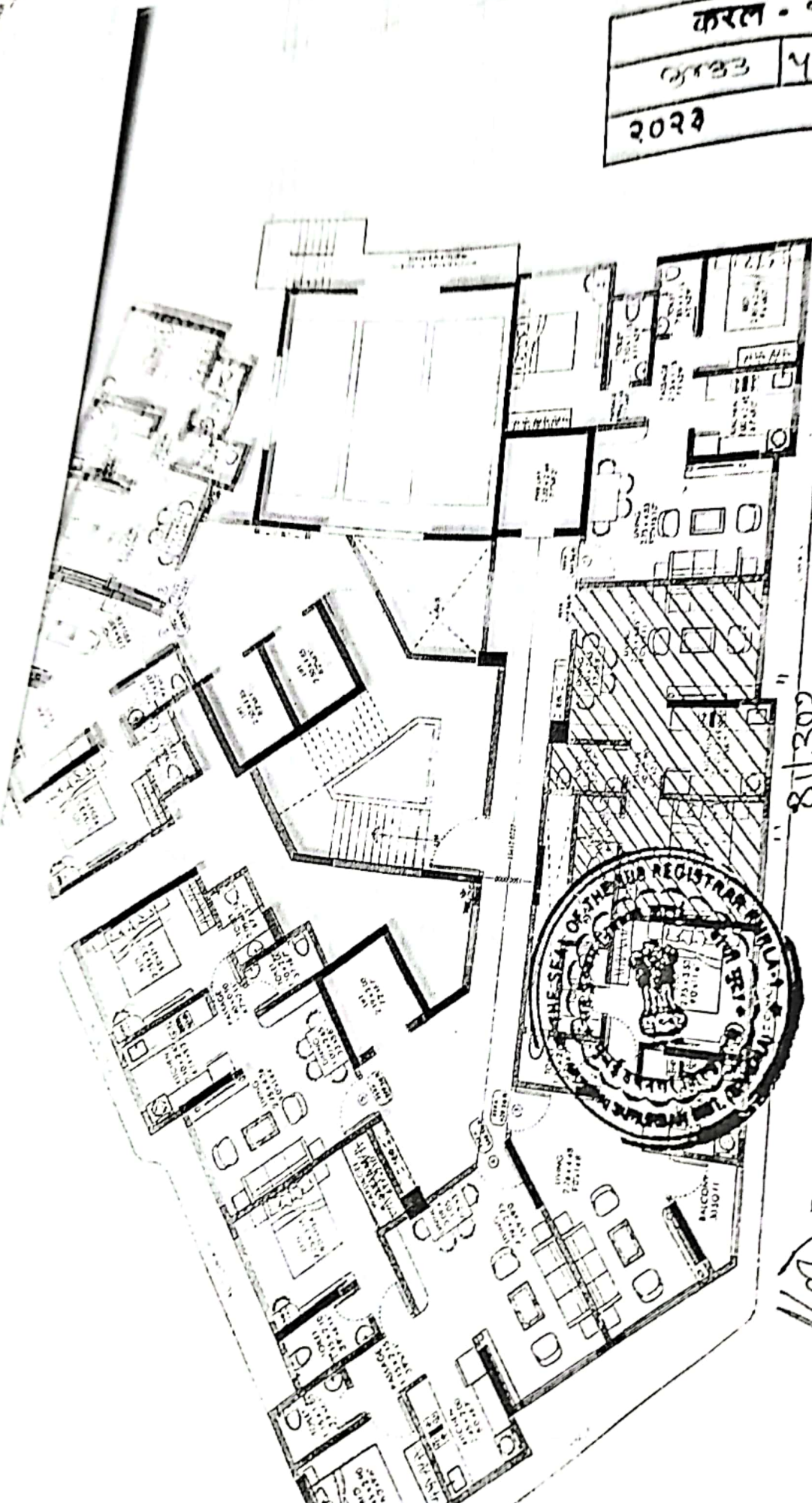


Declared at Mumbai.

Scale 1:1000  
Drawing No. 40/93  
City - 2023

By Certified  
Surveyor

करल - १		
४१३३	५०	१३५
२०२३		



81/302

Building No- 81, Kannamwar Nagar Adishakti C.H.S. Ltd., Kannamwar Nagar,  
 Vikhroli (E), Mumbai - 400 083. Survey No. 113, City Survey No. 356 (Part).  
 2ND TO 6TH, 8TH TO 13TH, 15TH TO 20TH & 22ND FLOOR PLAN

*[Handwritten signature]*

करल - १		
२०२३	११	१०
२०२३		

**SANDESH D. JADHAV**, Advocate High Court

40/23, NAVJIVAN NAGAR,  
TAGORE NAGAR, GROUP NO. 3  
VIKROLI (E), MUMBAI - 400 083  
Tel No. 9702539842, 9594791703  
Email: advsandesh.jadhav@gmail.com

Date: 13/04/2022

**TITLE CLEARANCE CERTIFICATE**



Sub: Title clearance certificate with respect to Plot of Land bearing C.T.S. No. 356 (PART), admeasuring area about 1058.04 Sq. Mtrs. situated at Building No. 81, Kannamwar Nagar Adishakti C H S Ltd; Kannamwar Nagar Vikhroli = (East), Mumbai - 400083 of Village - Hariyali, Taluka - Kurla referred as "the Said Plot" along with a Building of Ground + 3 Floors standing thereon hereinafter referred to as "the Said building" and both together, the said Plot and the said Building together hereinafter referred to as "the Said Property".  
Ref: Search Report from 1993 to 2022 dated 12<sup>th</sup> April, 2022 (30 years) by Search Clerk, Mr. Swapnil More.

Sir,

I have investigated the title of the said property on the request of Developer, M/s. ADITYARAJ BUILDERS AND PROMOTERS and also perused the documents provided to me, related to the said property and I hereby provide my report as under:-

३०३३	५९२७
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**Building Permission Cell, Greater Mumbai / MHADA**  
 (A designated Planning for MHADA layouts constituted as per government regulation No. TPB4315/157/51/2015/UD-11 Dt. 23 May, 2018.)

**FURTHER COMMENCEMENT CERTIFICATE**

Date : 30 January, 2023

No. MH/EE/(BP)/GM/MHADA-97/1069/2023/FCC/1/New

To  
 M/s. Adityaraj Builders & Promoters C.A. to Kannamwar Nagar Adishakti Co. Op. Hsg. Soc. Ltd.  
 101, Bldg. No. 3, Purnima CHS Ltd., Tagore Nagar, Vikhroli (East), Mumbai - 400 083

Sub : Proposed redevelopment of existing building No. 81 known as "Kannamwar Nagar & Co. Op. Hsg. Soc. Ltd." on plot bearing C.T.S. No. 356(pt) of Village Hariyali at Kanar MHADA Layout, Vikhroli (E), Mumbai- 400 083.

Dear Sir,  
 In response to your application dated 07 May, 2022 for development permission and grant of Commencement Certificate under section 44 & 69 of Maharashtra Regional Town Planning Act, 1966 to proposed redevelopment of existing building No. 81 known as "Kannamwar Nagar Adishakti Co. Op. Hsg. Soc. Ltd." on plot bearing C.T.S. No. 356(pt) of Village Hariyali at Kannamwar Nagar MHADA Vikhroli (E), Mumbai- 400 083..

- The Commencement Certificate/Building permission is granted on following conditions.
1. The land vacated in consequence of endorsement of the setback line / road widening line shall for the public street.
  2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted 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 issue.
  4. This permission does not entitle you to develop land which does not vest in you or in contravention of provision of coastal zone management plan.
  5. This Certificate liable to be revoked by the VP & CEO, MHADA if:
  6. If construction is not commenced this commencement certificate is renewable every year but such 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
    - a. The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
    - b. Any of the condition subject to which the same is granted or any of the restrictions imposed thereon are not complied with.







Maharashtra Real Estate Regulatory Authority **करल - १**

REGISTRATION CERTIFICATE OF PROJECT  
FORM 'C'  
[See rule 6(a)]

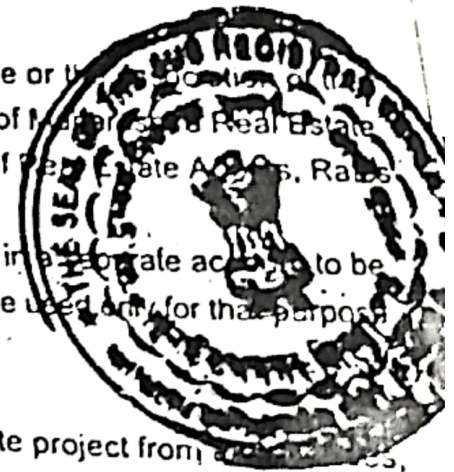
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2023		

Registration is granted under section 5 of the Act to the following project under project registration number  
R00045695  
PROJECT: **ADISHAKTI CHS ADITYARAJ PRIME** Plot Bearing / CTS / Survey / Final Plot No.: **BUILDING NO 8th**  
B. Kurla, Mumbai Suburban, 400083.

**Adityaraj Builders & Promoters** having its registered office / principal place of business at **Tehsil: Kurla, District: Mumbai Suburban, Pin: 400083.**

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 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, Rules 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 (1) 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 time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
- The Registration shall be valid for a period commencing from 06/06/2022 and ending with 31/03/2026 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



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.



**Building Permission Cell, Greater Mumbai / MHADA**  
Designated Planning Authority for MHADA layouts constituted as per  
regulation No. TPB4315/167/CR-51/2015/UD-11 dt.23 May, 2012  
**INTIMATION OF APPROVAL (IOA) FOR ZERO FSI**  
No.MH/EE/BP Cell/GM/MHADA - 91 1669  
Dated: 07 MAR 2022

To,  
M/s. Adityaraj Builders & Promoters  
C.A. to Kannamwar Nagar Adishakti Co. Op. Hsg. Soc. Ltd.  
101, Bldg. No. 3, Purnima CHS Ltd., Tagore Nagar,  
Vikhroli (East), Mumbai: - 400 083

Subject: Proposed redevelopment of existing building No. 81 known as "Kannamwar Nagar Adishakti Co. Op. Hsg. Soc. Ltd." on plot bearing C.T.S. No. 356(pt) of Village Hariyali at Kannamwar Nagar MHADA Layout, Vikhroli (E), Mumbai - 400 083.  
Ref: Application of Architect inward.no. ET-350 dt. 08.02.2022



In reference to your Notice U/s. 44/69 of MRTP Act 1966 submitted in letter No. Nil dtd. 08.02.2022 and delivered to MHADA on 08.02.2022 and the plan Sections Specifications and Description and further particulars and details of the buildings at building No. 81 known as "Kannamwar Nagar Adishakti Co. Op. Hsg. Soc. Ltd." on plot bearing C.T.S. No. 356(pt) of Village Hariyali, Kannamwar Nagar, Vikhroli (E), Mumbai- 400 083 furnished to this office in your letter, dated 08.02.2022, I have to inform you that, I may approve ZERO FSI IOA the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you U/S 45(1)(ii) of MRTP Act 1966 as amended upto date, my approval by reasons thereof subject to fulfillment of conditions mentioned as under:

**A: CONDITIONS TO BE COMPILED WITH BEFORE STARTING THE WORK.**

1. That the commencement certificate U/s-44/69(1) of MRTP Act shall be obtained.

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Building Permission Cell, Greater Mumbai



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MHADA		

COMMENCEMENT CERTIFICATE

MHADA-9/1069/2022/CC/1/New

Date: 25 May 2022

Applicant: Builders &  
 Owners Co. Op. Hsg.  
 Society, Kannamwar  
 Nagar, Vikhroli  
 Mumbai - 400 083

**Sub :** Proposed redevelopment of existing building No. 81 known as "Kannamwar Adishakti Co. Op. Hsg. Soc. Ltd." on plot bearing C.T.S. No. 356(pt) of Village Hariyali at Kannamwar Nagar MHADA Layout, Vikhroli (E), Mumbai- 400 083.



- Reference to your application dated 07 May, 2022 for development commencement Certificate under section 44 & 69 of Maharashtra Regional Town Planning and building permission under section 45 of Maharashtra Regional Town Planning Act, 1966 to proposed redevelopment of existing building No. 81 known as "Kannamwar Adishakti Co. Op. Hsg. Soc. Ltd." on plot bearing C.T.S. No. 356(pt) of Village Hariyali at Kannamwar Nagar MHADA Layout, Vikhroli (E), Mumbai- 400 083.
- The Commencement Certificate/Building Permit is granted subject to compliance as mentioned in I.O.A. u/ref. No. EE (BP)/GM/MHADA-9/1069/2022/IOA/1/Old dt. 07 March, 2022 and following conditions.
- That the land vacated in consequence of endorsement of the setback line / road widening line shall form part of the public street.
  - 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.
  - The Commencement Certificate / Development permission shall remain valid for one year from the date of issue.
  - 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.
  - If construction is not commenced this commencement certificate is renewable every year but such extension 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.
  - This Certificate liable to be revoked by the VP & CEO, MHADA if:
    - The development work in respect of which permission is granted under this certificate is not carried out because thereof is not in accordance with the sanctioned plans.
    - Any of the condition subject to which the same is granted or any of the restrictions imposed by the

श्रीमंत ज्ञानविद्या मंडळ

UNIT



म्हाडा  
MHADA



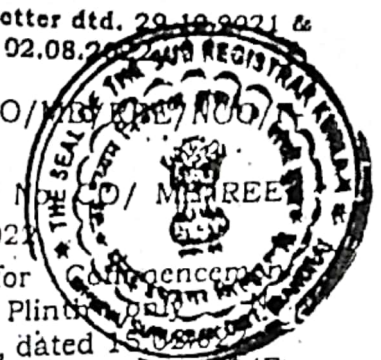
No.CO/MB/REE/NOC  
Date: 20 SEP 2022

करल - १	
F-1333/231/2022	12/02/22
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The Executive Engineer (Eastern Suburb),  
Building Permission cell,  
Greater Mumbai, MHADA,  
Bandra (E), Mumbai - 400 051.

Sub : N. O. C. for Proposed Building No.81, known as Kannamwar  
Nagar ADISHAKTI CHSL., bearing CTS No. 356(pt), S.  
(E), Mumbai - 400 083 under DCPR 2034.  
.....NOC for 1<sup>st</sup> to 4<sup>th</sup> installment as per Offer letter dtd. 29.12.2021 &  
NOC for 1<sup>st</sup> installment as per Offer letter dtd. 02.08.2022

- Ref :
1. Mumbai Board's Offer letter No CO/MB/REE/NOC/1333/3246/2021, dated 29.12.2021.
  2. Mumbai Board Change of user Letter No CO/MB/REE/NOC/F-1333/176/2022 dtd. 01.02.2022
  3. Mumbai Board's Consent letter for Commencement Certificate for the Work Up to Plinth level only CO/MB/REE/NOC/F-1333/347/2022, dated 15.08.2022
  4. Mumbai Board's Offer letter No. CO/MB/REE/NOC/F-1333/1971/2022, dated 02.08.2022.
  5. Society's proposal for NOC received in this office on date 08.09.2022.



Sir,  
The applicant has complied requisites for obtaining No Objection Certificate (NOC) for allotment of additional buildable area & pro-rata BUA of development of their building under subject. There is no objection of the said society for the proposed construction as per the proposal of the said society and now allotted is as

same should be got approved from R.C.C. Consultant / Structural Engineer, registered with MCGM.

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By this letter you are requested not to issue Occupation Certificate unless consent letter duly signed by Chief Officer / Mumbai Board is submitted to your Department by the applicant. After approval of layout with 3.00 FSI from Architect Layout Cell, Greater Mumbai / MHADA society will be entitled to additional Pro-rata share of FSI as per approved layout. Further society's allotted Pro-rata share as per this NOC will be adjusted against it's allotted pro-rata share as approved when layout is approved by the Architect Layout Cell, Greater Mumbai / MHADA with 3.00 FSI.

- 31. Allotment of the layout pro-rata B.U.A. in this case will not create any imbalance of F.S.I. / B.U.A. in the layout though the same is not yet approved as per FSI 3.00 as per DCPR-2034.
- 32. All the dues should be cleared by Society before issue of Occupation Certificate.



The NOC is issued for the purpose of IOD/ IOA and approval of plans for area of 5,307.78 m<sup>2</sup> (4,947.78 m<sup>2</sup> for residential +360.00 m<sup>2</sup> for Commercial) as shown in condition No. 5 of this letter. The Commencement Certificate shall be issued for BUA 4,970.58 m<sup>2</sup> (3,528.50 m<sup>2</sup> for residential use + 360.00 m<sup>2</sup> Commercial use) permitted through this NOC. (Proportionate to the first installment paid by the Society as per letter under reference no. 1 & 2) - 112.50 m<sup>2</sup> (for residential use) permitted through this NOC (Proportionate to the First installment paid by the Society as per Offer letter under reference no. 4) and 969.28 m<sup>2</sup> Existing Built up area].

But the further CC for above additional BUA 4,001.00m<sup>2</sup> (i.e. 3,641.00m<sup>2</sup> for residential use+ 360.00 m<sup>2</sup> Commercial use) shall be issued only after the Tri-partite Agreement, as per Circular dtd.16.03.2021 of Housing department, GOM is executed and the copy of the same is submitted by the society

The further Commencement Certificate for additional BUA of 3,888.50 m<sup>2</sup> (i.e. 3,528.50m<sup>2</sup> for residential use + 360.00 m<sup>2</sup> Commercial use) shall be issued after payment of 5/7 for Development Cess charges of Rs. 1,10,76,393/- for MCGM, in the office of the EE,BP Cell, MHADA as intimated in the Offer letter dtd.29.12.2021

- 34. All the terms and conditions mentioned in the Layout which was processed to E.E./BP Cell / MHADA shall be applicable to the society.
- 35. The set of plans approved by E.E./BP Cell / MHADA duly certified by the Architect should be submitted to this office before commencement of work.

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48. MCGM has incurred expenditure for on site Infrastructure prior to modification in DCR 33 (5) and after modification in DCR 33 (5). The Pro-rata premium shall be payable by the society as and when competent authority communicated to you.

49. The Pro-rata premium for approval of revised layout under DCR 33 (5) with 3.0 FSI shall also be payable by society as and when communicated to you.

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Society has to ensure that Contractors / Sub-Contractors appointed by the society or Developer of the Society, who are in charge of construction work, shall be registered with MBOCWW Board & are required to fulfill the obligations as contemplated in Building and other construction workers (Regulation of Employment and condition of service) Act, 1996. And further these Contractors / Sub-Contractors are required to fulfill all the conditions stipulated in the above Act, for the benefits of workers.

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All the other terms and conditions mentioned in the Offer letters u/r no. 1 shall remain same and will be binding on society.

DA reserve it's right to withdraw, change, alter, amend their offer and conditions mentioned therein in future at any point of time without giving any reason to do so.

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

Encl: Proposed Plan.  
(Draft approved by CO/MB)

Copy to : The Secretary:- K...  
Kannamwar Nagar...

Recd. (Prakash Sanad)

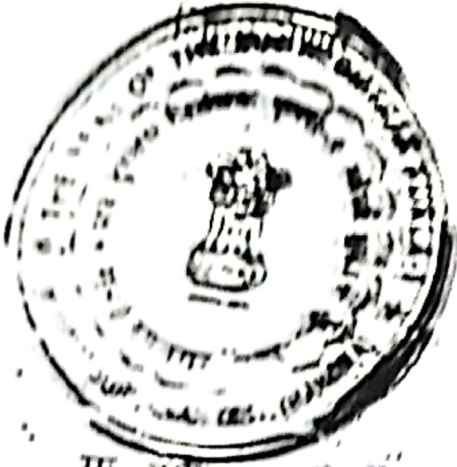
हमीपत्र



Mr. Rocky Rajkumar Khushalani

"M/S. Adityaraj Builders & Promoters"

*Rocky*



Mrs. Urmila Sandeep Pujari &

Mr. Sandeep Rajendra Pujari

या हमीपत्राद्वारे सह कुचम निबंधक कुर्ला - १ यांना हमी देतो की सदर दस्तावध्ये नमूद  
मिळकतीसोबत कोणत्याही बाबतसकळ व्यवहार पार्किंगहय्यांची विक्री हस्तांतरण होत नाही.

दिनांक :

26 / 2 / 2023

लिहून देणार सही : Mr. Rocky Rajkumar Khushalani

*Rocky*

"M/S. Adityaraj Builders & Promoters"

देणार सही : Mrs. Urmila Sandeep Pujari &

Mr. Sandeep Rajendra Pujari

*Urmila*  
*Sandeep*





