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पावती

Original/Duplicate

Tuesday, February 21, 2023

नोंदणी क्र.: 39म

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Regn.: 39M

पावती क्र.: 4212 दिनांक: 21/02/2023

गावाचे नाव: हरियाली

दस्तऐवजाचा अनुक्रमांक: करल1-3740-2023

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: स्वप्ना अविनाश चव्हाण

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 3000.00

पृष्ठांची संख्या: 150

एकूण:

रु. 33000.00

डु. निबंधक कुर्ला 1

सह. दुय्यम निबंधक

कुर्ला-१ (वर्ग-२)

बाजार मुल्य: रु.6587810.79 /-

मोबदला रु.7143000/-

भरलेले मुद्रांक शुल्क : रु. 428600/-

1) देयकाचा प्रकार: DHC रक्कम: रु.1000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 2102202314430 दिनांक: 21/02/2023

बँकेचे नाव व पत्ता:

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

डीडी/घनादेश/पे ऑर्डर क्रमांक: 2102202314413 दिनांक: 21/02/2023

बँकेचे नाव व पत्ता:

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

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH015683719202223E दिनांक: 21/02/2023

बँकेचे नाव व पत्ता:

करल - १		
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AGREEMENT FOR SALE

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THIS AGREEMENT FOR SALE ("Agreement") is executed at Mumbai on this 21st day of February 2023.

BY AND BETWEEN

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M/S. ADITYARAJ BUILDERS PAN NO. AATFA0341H., a Partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at 101 & 102, Purnima Pride, Building No. 03, Tagore Nagar, Vikhroli (East), Mumbai - 400 083., represented by its Authorized Partner Mr. Rajkumar G. 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. Swapna Avinash Chavan, Aadhar No. - 4928 2726 0298, PAN No. - AGTPN9739Q, Age 37 years; &
2. Mr. Avinash Vilas Chavan, Aadhar No. - 8295 3825 9790, PAN No. - AHPPC7539J, Age 37 years;

All Indian Inhabitant(s), presently reside at 30, Jagannath Shiv Vinayak Chawl, Datta Tekdi, Link Road, Jogeshwari (East), Mumbai - 400060. 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**.

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Page 1 of 40

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The "Promoter" and "Purchaser" are hereinafter collectively referred to as the "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 "the Board") was the owner of Land or well and sufficiently entitled to a large tract of lands situate at **Kannamwar Nagar 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 XXVIII of 1977) ("said Act") having its office at **Griha Nirman Bhavan, Kalanagar, Bandra (East), Mumbai - 400 051** (hereinafter referred to "MHADA" or "Authority"), duly constituted with effect from the **5th December 1977** under Notification No. **ARD-1077 (1)/desk - 44**, dated **5th December 1977** of the Secretary, Public Works and Housing Department, Government of Maharashtra, in operation of Section 15 of the said Act. 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 under 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 **950** square meters as part of the Board's larger lands at **Kannamwar Nagar 2, Vikhroli (East), Mumbai 400083.** And more particularly described in the **First Schedule** hereunder written (hereinafter referred to as "**the said land**") and Building No. **65** 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. **65** formed and got registered a Co-operative Housing Society Ltd. in the name of "**Kannamwar Nagar Shivraj C.H.S. Ltd.,**" under the Maharashtra Co-Operative Societies Act, 1960 bearing Registration No. **MUM / MHADB / HSG (TC) 12317 / 2004 - 2005** dated **24th March 2005**, and having their registered office at



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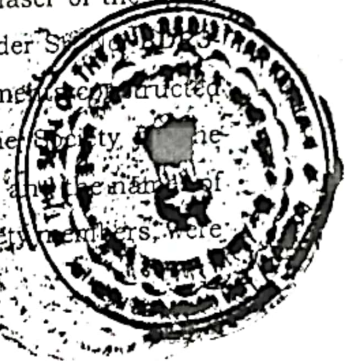
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Building No. 65, Kannamwar Nagar 2, Vikhroli (East), Mumbai 400083.
(Hereinafter referred to as "**the Society**").

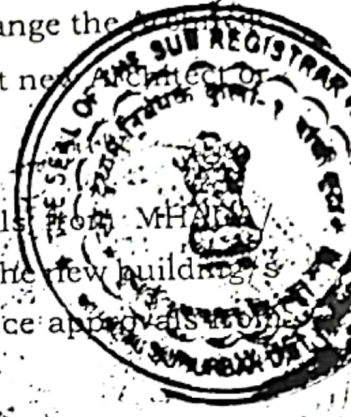
- F. By and under the Indenture of Lease dated **1st August 2012**, made between Maharashtra Housing and Area Development Authority (MHADA), as the Lessor of the One Part and **Kannamwar Nagar Shivraj C.H.S. Ltd.,**(Society) as the Lessee of the Other Part, registered with the Sub-Registrar, Bandra, Mumbai, under Sr. No. **BDR3-07488-2012**, the said land together with right in common was leased by MHADA to the Society for a term of 99 years commencing from **01st April 1980** 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 **27th July 2012**, made between Maharashtra Housing and Area Development Authority (MHADA) as the Vendor of the One Part and "**Kannamwar Nagar Shivraj C.H.S. Ltd.,**" as the Purchaser of the Other Part, registered with the Sub-Registrar, Bandra, Mumbai, under Sr. No. **07488-2012**, the said building No. **65** consisting of **32** tenements constructed on the said land was sold and conveyed by MHADA to the Society in 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 thereto.
- H. Accordingly, **Kannamwar Nagar Shivraj 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 400083**. Land the owner of the building No. **65** 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**").
- I. The said building being old and in dilapidated condition, the Society invited offers for redevelopment of the said Property.
- J. After negotiations, meetings and discussions held by and between the Society and Promoter, the Society, in pursuance of the resolutions passed at the Extra Ordinary General Meeting of the members of the Society held on **09th January 2011**, vide its letter dated **09th January 2011** appointed the Promoter as developer for redevelopment of the said Property and the said Promoter vide its letter dated **09th January 2011**, addressed to the Society, accepted their



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registered with the Council 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 new building, subject to the reservation of rights and authority by the Promoter to change the and/or Structural Engineer, as the case may be, and to appoint new Structural Engineer for completion of the new building.



- R. The Promoter has obtained the requisite sanctions/approvals from MHADA/MCGM for the plans, specifications, elevations and sections of the new building to be constructed on the said land and shall obtain the balance approvals from various authorities from time to time.
- S. 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 which only the completion or occupation certificate in respect of the new building shall be granted by MHADA/concerned local authority;
- T. Accordingly, the Promoter has commenced construction of the new building on the said land as per plans and specifications sanctioned by MHADA and **Completed the Construction up to First Slab.**
- U. The Purchaser being desirous of purchasing a flat/apartment in the new building, the Purchaser has carried out independent search and satisfied himself/herself 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 Residential Flat/Apartment bearing No. **1303**, on the **13th** Floor in Wing "**B**" of 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**").

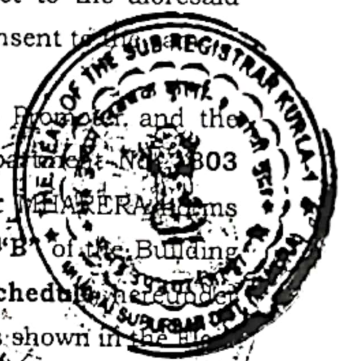
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decide, on the said land, more particularly described in the **First Schedule** hereunder written, consisting, consisting of Ground Floor + Stilt + Mechanical Stack Parking & **Twenty Two upper** floors having residential flats/apartments, on the land forming part of the said Property in accordance with the plans, designs and specifications approved/to be approved by MAHADA and/or other concerned local authorities from time to time and as amended from time to time as the MCGM / MHADA or the Promoter may deem fit and the Purchaser hereby consents to the same. The Promoter shall, however be entitled to make any variations, alterations or amendments in the said plans or specifications and /or layout plans if decided by the Promoter or if required to be made for the purpose of meeting any requisition, objection or requirement of the MHADA and/or the concerned local authorities. The Purchaser shall not object to the aforesaid amendments or alterations and hereby grants irrevocable consent to



- 1.2 (i) The Purchaser hereby agrees to purchase from the Promoter, and the Promoter hereby agrees to sell to the Purchaser Apartment No. 1803 admeasuring 419 Sq. Ft. carpet area, 1 BHK as per MHADA Plans including columns projection on 13th floor in Wing "B" of the Building and more particularly described in the **Second Schedule** hereunder written (hereinafter referred to as the "Apartment") as shown in the plan thereof hereto annexed and marked "**Annexure F**" for the consideration of **Rs. 71,43,000/- (Rupees Seventy One Lakh Forty Three Thousand Only)** with right to use the common areas and facilities appurtenant thereto, the nature, extent and description of the common areas and facilities are more particularly described in the **Second Schedule** and "**Annexure H**" hereunder written.
- (ii) The Total aggregate consideration amount excluding Govt. Taxes for the apartment including the right to use the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Second Schedule** and "**Annexure H**" hereunder written as mutually agreed is **Rs. 71,43,000/- (Rupees Seventy One Lakh Forty Three Thousand Only)** ("**Total Price**"). Paid Amount is **Rs. 6,66,667/- (Rupees Six Lakh Sixty Six Thousand Six Hundred Sixty Seven Only)** Balance Amount is **Rs. 64,76,333/- (Rupees Sixty Four Lakh Seventy Six Thousand Three Hundred Thirty Three Only)**.
- (iii) The Purchaser hereby confirms and agrees that since he / they have not been allotted or sold any car parking space under stilt 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.

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**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 **950 sq. mtrs.** (Lease Area 676.57 square meters plus tit bit lands are 273.43 sq. mtrs.) or thereabouts of **Kannamwar Nagar Shivraj C.H.S. Ltd.,** lying, being and situate at **Building No. 65** known as "**Kannamwar Nagar Shivraj C.H.S. Ltd.**" **Kannamwar Nagar- 2, Vikhroli (E), Mumbai -400 083. Survey No. 113 (Part), City Survey No. 356 (Part),** in the Registration Sub-District of Kurla, Mumbai Suburban District, and bounded as follows:

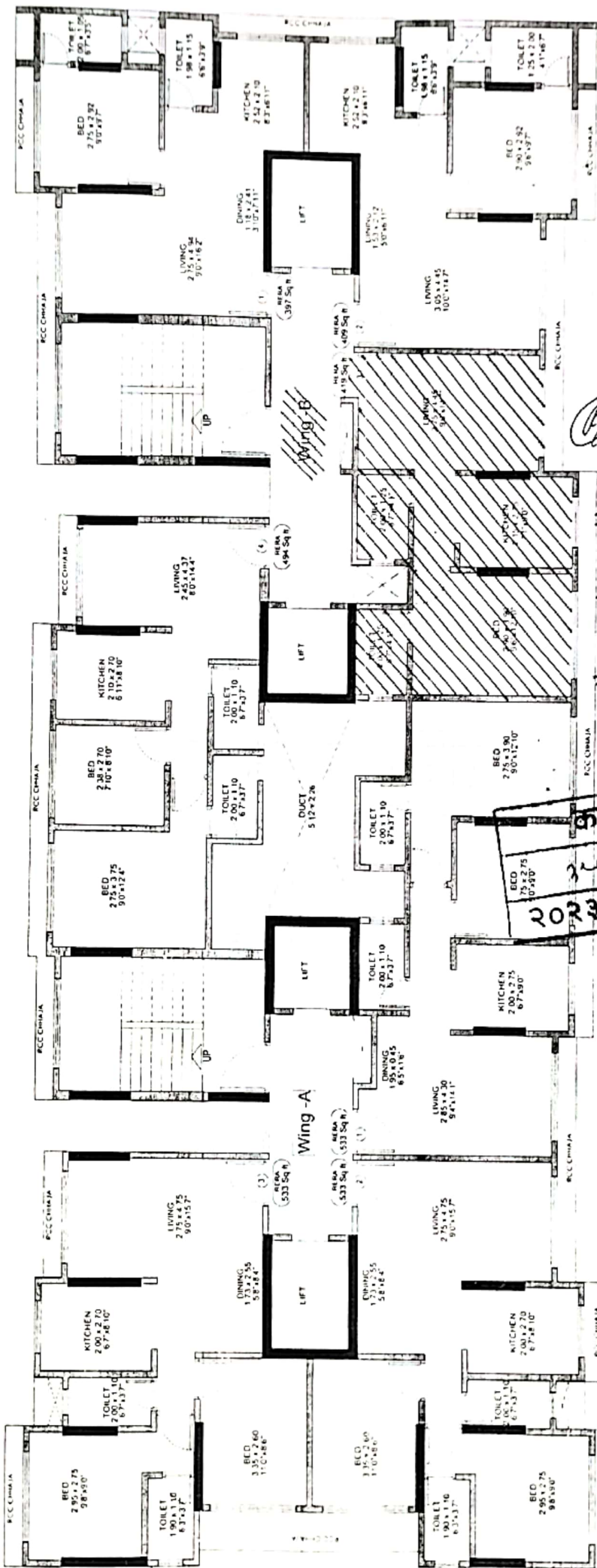
On or towards the North	:	Building No. 64 & 76
On or towards the South	:	Building No. 66
On or towards the East	:	Building No. 75
On or towards the West	:	12.20 Mtr. Wide Road



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

Residential Apartment being **Flat No. 1303** having Rera carpet area including columns projections admeasuring **419 Sq. Ft. area, 1 BHK** Situated on the **13th floor** in Wing "**B**" of the Building to be named as "**Kannamwar Nagar Shivraj C.H.S. Ltd., Building No. 65, "Adityaraj Shivraj", Kannamwar Nagar 2, Vikhroli (East), Mumbai 400 083. Survey No. 113 (Part), City Survey No. 356 (Part),** under construction on the land more particularly described in the First Schedule hereinabove written.

(Handwritten Signature)



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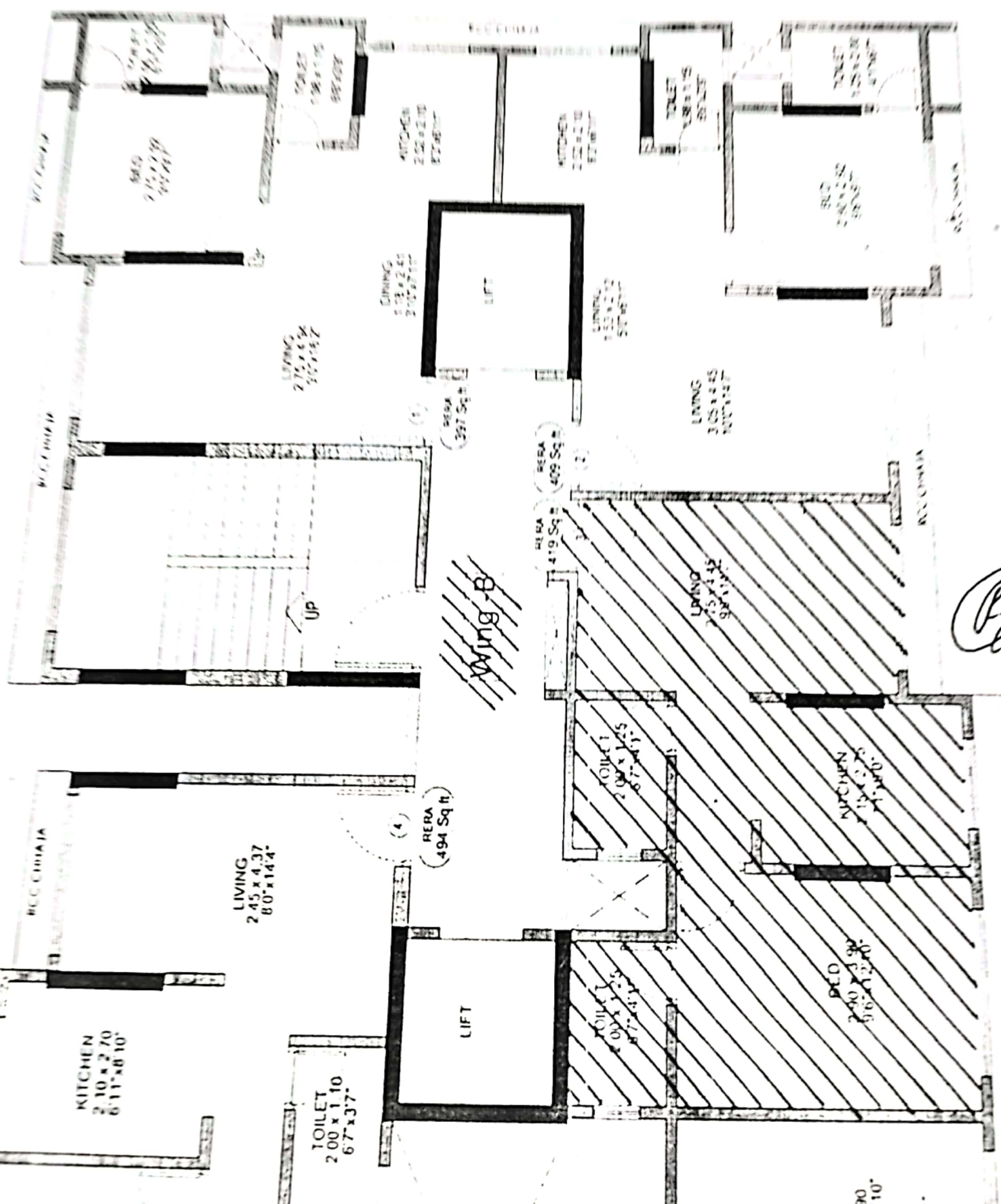
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development of Existing Building No. 65
 HIRAJ CHS. Ltd. C. T. S. No. 356 (pt), S.
 VILLAGE HARIYALI, Kannamwar Nagar,
 bai.



1ST TO 7TH, 9TH TO 14TH, 16TH TO 22ND FLOOR PLAN



Schovan Avenue

Pl

CS/B/1303



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16TH TO 22ND FLOOR PLAN

