

करल - ५		
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AGREEMENT FOR SALE

THIS AGREEMENT made at Mumbai on this 19th day of December 2023,

BETWEEN

M/s. NRJ DEVELOPERS PVT. LTD. (PAN No. AAFCN3387B), a

company having its registered address at 101/102, 1st Floor, Bhaveshwar Market Premise CHS, Next to Pooja Hotel, M.G. Road, Ghatkopar East Mumbai - 77 through its Director MR. JITENDRA YADAV (PAN No. ANXPY9128P), an adult, aged about 30 years, hereinafter called "PROMOTER" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors, the survivor or survivors of them and their heirs, executors, administrators and assigns) OF THE ONE PART

AND



MR. KAMLESHKUMAR PARESHBHAI VASAVA, of Gujarat, adults, Indian Inhabitants, residing at Gujarat, Kothi Faliyu, Nogama, Tadkeshwar, Mandvi, Surat, Gujarat - 394170 and assessed to Income Tax under PAN No- GBLPP9761H hereinafter referred to as the "ALLOTTEE/S" (which expression shall mean and include the female gender and the plural and unless it be repugnant to the context or meaning thereof mean and include his/her/their respective heirs executors administrators and permitted assigns, and in the case of a partnership firm the partners for the time being thereof, the survivors or last survivor of them and the heirs, executors and administrators of the last survivor of them and his/her/their/its permitted assigns, and in the case of a Company/ Society its successors and permitted assigns, and in all cases all persons claiming by under or through such Allottee including his/her/their/its successors-in-interest) of the OTHER PART

WHEREAS:

The Suhana Co-operative Housing Society Ltd. is the owner of the Plot of land admeasuring 881.50 Sq. mtr as per P.R. Card bearing C.T.S. No.394B, at Plot no. 4/5, Survey No. 92(pt), Near Kalpana Cinema, L.B.S. Marg, Kurla (west) Mumbai - 400 070 together with an existing building structure consisting of ground plus 3 upper floors having 16 flats totally admeasuring 821.76 Sq. mtr carpet area which said land and building are hereinafter collective referred to as the "said Society property"). There were 16 residential flats which were held and occupied by the various bonafide members of the said Society.

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करल - ५		
२६६६५	५	५६
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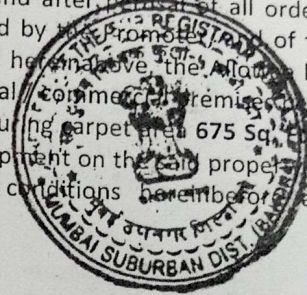
- B. The old existing building on the said property was in dilapidated condition. The said property was competent of being redeveloped by demolishing the existing structure and by construction of a new building thereon by utilizing full F.S.I. (including premium F.S.I.) and obtaining of Transferable Development Rights as per the prevailing rules and regulations.
- C. The said Society itself was unable to redevelop the said property and therefore entrusted development rights in respect of the said property of the Society to the Developer herein. The Society found the Developer herein being experienced in developing and redeveloping the properties as also have sufficient financial means for such development, pursuant to proposal of Developer herein by its offer letter dated 04/07/2015 accepted by the Special General Body Meeting of the society held on 30/07/2015 entered into Development Agreement dated 29 January 2019 made between the said Society of the One Part and the Developer/Promoter herein of the Other Part for the consideration and on the terms and conditions contained therein. The said Development Agreement dated 29 January 2019 is duly registered vide registration No KRL 5-1305-2019.
- D. The said Society also executed Irrevocable General Power of Attorney dated 29-01-2019 in favor of the Developer, which is duly registered vide Registration No. KRL5/1307/2019. The said Agreement dated 29-01-2019 and Power of Attorney dated 29-01-2019 and other documents executed by the said Society are binding on the said Society and Developer herein.
- E. By-virtue of the said Development agreement dated 29 January, 2019 it is agreed by and between Society and Developer/Promoter that the Developer/Promoter would develop the said entire property described in the First Schedule hereunder written by demolishing the existing building/structures standing thereon and putting up new construction by way of constructing a multistoried building/s on the said property more particularly described in the First Schedule hereunder written and after providing newly constructed premises to the existing members of the Society the Developer shall be exclusively entitled to the balance area in the newly constructed building to be constructed on the said property and appropriate the sale proceedings thereof.

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Handwritten Signature

without any obstruction, resistance or impediment on the part of the said Society in any manner whatsoever.

P. The Allottee has after satisfying themselves with regard to the rights of the Promoter to develop the said property and after receipt of all orders, permissions, sanctions and approvals obtained by the Promoter, the Allottee has agreed to acquire from the Promoter residential premises being Flat No. 201 on the 2nd floor thereof measuring carpet area 675 Sq. Ft. In the said building "SUHANA" now under development on the said property for the consideration and on the terms and conditions hereinafter mentioned.



Q. Prior to / at the time of execution of these presents, the Allottee has paid to the Promoters a sum of **Rs. 2,51,000 /- (Rupees. Two Lakh fifty one thousand only Only)**, being the earnest Payment of the sale price of the Said Premises, agreed to be sold by the Promoters to the Allottee, has agreed to pay Promoters the balance of the sale price of the said premises in the manner hereinafter appearing.

R. The Allottee/s has/have entered into this Agreement with full knowledge of all terms and conditions contained in the documents, papers, plans, orders, schemes, amenities, etc., recited and referred to hereinabove and those contained herein ;

S. On demand from the Allottee, the Promoters has given inspection to and made full and complete disclosures to the Allottee/s of all the documents of title relating to the said property, the plans, designs

and specifications, sanctions, permissions, approvals obtained from planning authorities and prepared by the Promoter's Architect Mrs Geeta Velankar and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under;

T. The Allottee/s has/have duly verified the title of the Owners to the said property and the rights of the Promoters to develop and construct the said buildings and after having satisfied himself/herself and itself about the same have agreed to purchase the said Apartment from the Promoters as set out hereunder.

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करल - ५		
२६६६	११	५६
२०२३		

U. The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority no. P51800017696

V. Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908 in accordance with the terms and conditions set out in this Agreement and as specifically agreed upon by and between the



The parties hereto are now desirous of recording the terms and conditions arrived between them for sale of Flat premise in favor of the Allottee, under Section 4 of the Maharashtra Ownership of Flats Act.

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

1. The recitals contained above and the Annexures and schedules herein shall form an integral part of the operative clauses of these presents.

0. The Promoters shall construct or cause to be constructed the said building/s to be known as "SUHANA" building comprises of Ground plus 3 upper Floors (hereinafter referred to as the "said Building") in accordance with the plan sanctioned and which may be sanctioned from time to time and same have been inspected and approved by the

Allottee/s However, it is hereby specifically agreed that the Promoters shall have to obtain prior consent in writing from the Allottee/s in respect of such variations or modifications which may materially and adversely affect the Apartment agreed to be purchased by the Allottee/s and save and except, that no further consent of the Allottee/s is/are required for any modifications, alterations, variations, or amendments of the plans including for additions in the said Building to be constructed on the said property or any alteration or addition required by any Government authorities or due to change in law.

0. (i) The Allottee/s hereby agrees/agree to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee/s the Flat No. 201 admeasuring Carpet Area 675 Sq. Ft., on the Second Floor with one Car Parking in the Building known as "SUHANA" (hereinafter referred to as the "SAID BUILDING") as shown surrounded by Red Colour Boundary line (hatched in red) on the concerned floor plan, the floor plan is annexed and marked as Annexure "C" (hereinafter for brevity's sake referred to as the "SAID APARTMENT") at or for the lump sum Consideration of Rs. 2,20,00,000/- (Rupees. Two Crore Twenty Lakhs Only), being the proportionate price of the common areas and

Kamlesh

[Signature]

facilities appurtenant to the premises, the purchaser also have to pay to Promoter the balance of Rs. 2,51,000/- (Rupees Two Lakhs Only) at the execution of Agreement.

Balance of Forty Lakhs and above to be paid by the purchaser to the Promoter.

करल - ५		
२६६६५	२६	५६
२०२३		

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL that piece and parcel of land situated and lying underneath and appurtenant to the Suhana Co-operative Housing Society Ltd., land bearing C.T.S. No.394/B admeasuring 881.50 sq.mtrs. of Village Kurla Part 1, Taluka Kurla, Registration District Mumbai Suburban, situated at Plot no. 4/5, Survey No. 92(pt), Near Kalpana Cinema, L.B.S Marg, Kurla, Mumbai 400 070.

THE SECOND SCHEDULE ABOVE REFERRED TO:

Flat bearing No. 201 on the 2nd floor, admeasuring 675 Sq. Ft. carpet area with One Car Parking in the building known as Suhana Co-operative Housing Society Ltd., Village Kurla Part 1, Taluka Kurla, situated at Plot no. 4/5, Survey No. 92(pt), Near Kalpana Cinema, L.B.S Marg, Kurla, Mumbai 400 070 constructed on land more particularly described in the FIRST SCHEDULE hereinabove and the said Flat is shown on sketch annexed hereto and marked as Annexure "A".

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MUNICIPAL CORPORATION OF GREATER MUMBAI

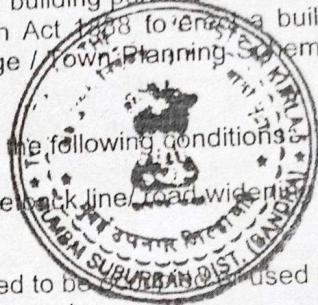
FORM 'A' MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966 No CHE/ES/2268/L/337(NEW) - FCC 1 COMMENCEMENT CERTIFICATE

करी - 4	2023	2023
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To,
NRJ DEVELOPERS PVT LTD
B 406, NEELKANTH BUSINESS PARK, NATHANI
ROAD, VIDYAVIHAR WEST, MUM- 86.

Sir,

With reference to your application No. **CHE/ES/2268/L/337(NEW) - FCC 1** Dated. **06 Feb 2017** for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 r 337 (New) dated **06 Feb 2017** of the Mumbai Municipal Corporation Act 1908 to erect a building in Building development work of on plot No. - C.T.S. No. **394/B** Division / Village / Town Planning Scheme No. **KURLA 1** situated at **off L. B. S. Road** Road / Street in **L Ward** Ward .



The Commencement Certificate / Building Permit is granted on the following conditions:

1. The land vacated on consequence of the 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 used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse 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 Municipal Commissioner for Greater Mumbai if :-
 - 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 conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
 - c. The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional and 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.

The Municipal Commissioner has appointed Shri. **AE (BP) L&N** Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 26/12/2019

MUNICIPAL CORPORATION OF GREATER MUMBAI
APPENDIX XXII
PART OCCUPANCY CERTIFICATE
[CHE/ES/2268/L/337(NEW)/OCC/1/New of 26 March 2021]

करल - ५	२६६६५	५५	५६
२०२३			

To,
NRJ DEVELOPERS PVT LTD
B 406, NEELKANTH BUSINESS PARK, NATHANI ROAD, VIDYAVIHAR WEST, MUM- 86..

Dear Applicant/Owners,

The Part 1 development work of Residential building comprising of ground floor on plot bearing C.S.No./CTS No. 394/B of village KURLA - 1 at near vidyavihar station is completed under the supervision of Shri. Bhagwat Kumar V. Pogul, Architect, Lic. No. CA/95/18819, Shri. Kirtikumar H. SHAH, RCC Consultant, Lic. No. STR/S/33 and Shri. Vinod A. Pandey, Site supervisor, Lic.No. P/325/S-II and as per development completion certificate submitted by architect and as per completion certificate issued by Chief Fire Officer u/no. _____ dated _____.

It can be occupied with the following condition/s.

1. That all balance conditions of IOD and amended approvals shall be complied with before taking full OCC. Shall be transferred to the name of MCGM.
2. That area under road setback shall be handed over to MCGM and ownership of the same shall be transferred to MCGM.



Copy To :

1. Asstt. Commissioner, L Ward
 2. A.A. & C. , L Ward
 3. EE (V), Eastern Suburb
 4. M.I. , L Ward
 5. A.E.W.W. , L Ward
 6. Architect, Bhagwat Kumar V. Pogul, B 218/219, Kailash Plaza, Opp. Rodeon Cinema, vaibhav Baugh Lane, Ghatkoper (east)
- For information please

Name : Bajirao Lahu Patil
Designation : Executive Engineer
Organization : Personal
Date : 26-Mar-2021 17:02:57

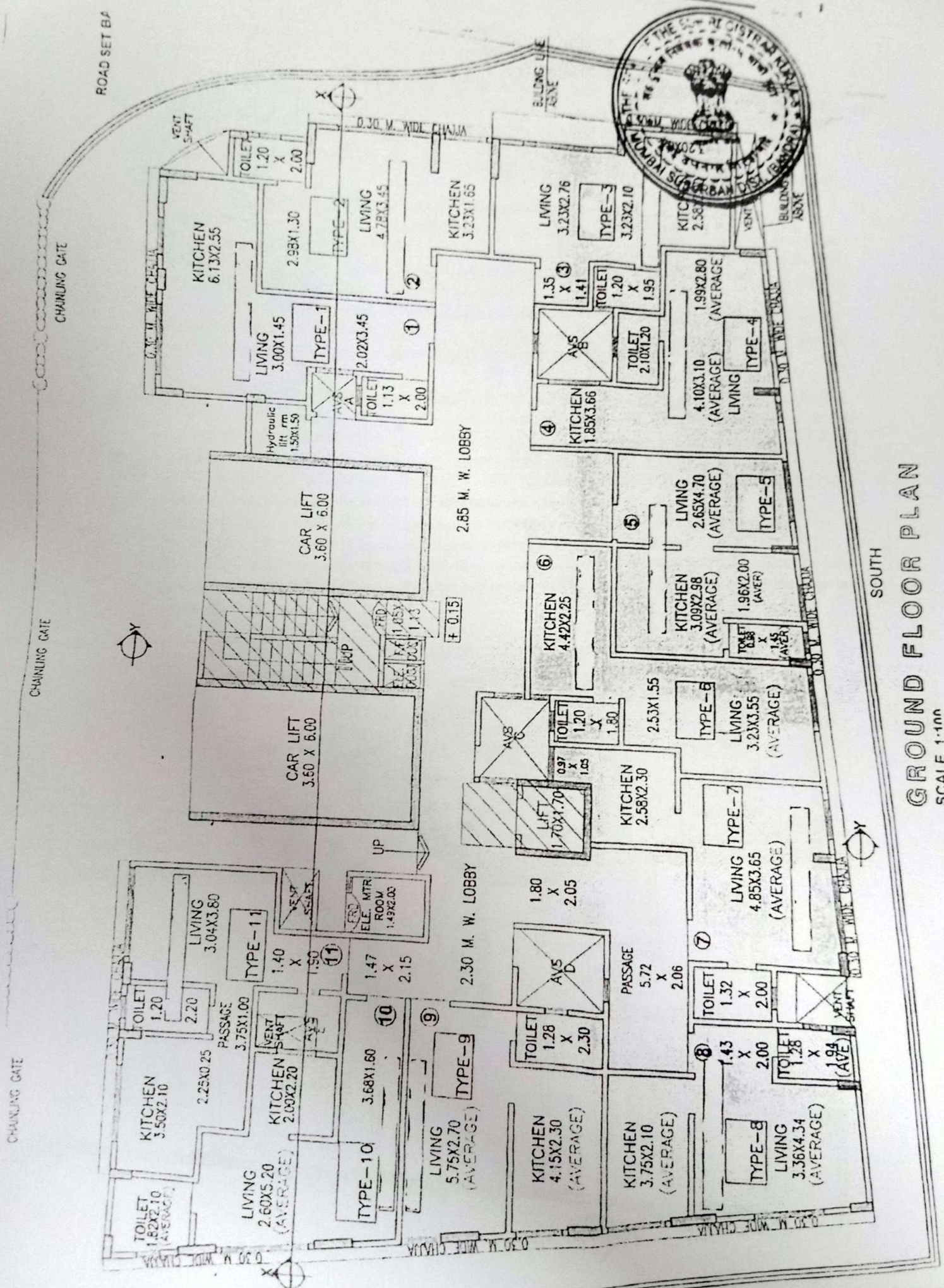


Yours faithfully
Executive Engineer (Building Proposals)
Municipal Corporation of Greater Mumbai
L Ward

करल - ५
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ROAD SET BA



SOUTH

GROUND FLOOR PLAN
 SCALE 1:100



करल - ५		
२६६६	५०	५६
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Maharashtra Real Estate Regulatory Authority

CERTIFICATE FOR EXTENSION OF REGISTRATION OF PROJECT
FORM 'F'

[See rule 7(2)]

This extension of registration is granted under section 6/7 of the Act, to the following project: **Project: SUHANA CO OP HSG SOC LTD Plot Bearing / CTS / Survey / Final Plot No.: 394B at Kurla, Kurla, Mumbai Suburban, 400070** registered with the regulatory authority vide project registration certificate bearing No **P51800017696** of

1. **Nrj Developers Pvt Ltd** having its registered office / principal place of business at *Tehsil: Kurla, District: Mumbai Suburban, Pin: 400086.*

2. This renewal of registration is granted subject to the following conditions, namely:-

- 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 (2) 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 me/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 up to **31/12/2023** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 6/7 of the Act read with rule 7 the Act.
- 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.



Dated: 12/01/2023

Place: Mumbai

Signature valid

Digitally Signed by

Dr. Vasant Premanand Prabhu

(Secretary, Maharashtra Real Estate Regulatory Authority)

Date: 12/01/2023 16:46:32

Maharashtra Real Estate Regulatory Authority



19/12/2023

सूची क्र.2

दुय्यम निबंधक : सह. दु.नि.कुर्ला 5

दस्त क्रमांक : 26995/2023

नोंदणी :

Regn.63m

गावाचे नाव : कुर्ला

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	22000000
(3) बाजारभाव (माडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे)	5935796.65
(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: Mumbai Ma.na.pa. इतर वर्णन : सदनिका नं: 201, प्लॉट क्र. 4/5, माळा नं: 2 या मजला, इमारतीचे नाव: सुहाना सी एच एस लिमिटेड, ब्लॉक नं: कल्पना सिनेमाच्या जवळ, एल वी एस मार्ग, रोड : कुर्ला वेस्ट, मुंबई नं - 400070, इतर माहिती: मौजे-कुर्ला 1, सर्वे नं. 92(पार्ट), सदनेकेचे क्षेत्रफळ 675 चौरस फुट कार्पेट सोबत एक कार पार्किंग इतर माहिती दस्तात नमूद केल्या प्रमाणे ((C.T.S. Number : 394 / B ;))
(5) क्षेत्रफळ	1) 69.00 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:-एनआरजे डेव्हलोपर्स प्रायवेट लिमिटेड चे डायरेक्टर जितेंद्र यादव वय:-30; पत्ता:-प्लॉट नं: 101/102, माळा नं: 1, इमारतीचे नाव: भावेश्वर मार्केट प्रिमायसेस सी एच एस लिमिटेड, ब्लॉक नं: एम जी रोड, चाटकोपर पूर्व, रोड नं: मुंबई -, महाराष्ट्र, MUMBAI. पिन कोड:-400086 पॅन नं:-AAFNCN3387B
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:-कमलेशकुमार बसावा वय:-22; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: कोठी फलीयू, नोगमा, तडकेश्वर, तडकेश्वर, रोड नं: मांडवी, सूरत, गुजरात -, गुजरात, सूरत. पिन कोड:-394170 पॅन नं:-GBLPP9761H
(9) दस्तऐवज करून दिल्याचा दिनांक	19/12/2023
(10) दस्त नोंदणी केल्याचा दिनांक	19/12/2023
(11) अनुक्रमांक, खंड व पृष्ठ	26995/2023
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	1320000
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेर	



सह. दुय्यम निबंधक
बी.ए. रुपये
कुर्ला-५ (वर्ग-२)

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



सह. दुय्यम निबंधक
कुर्ला-५ (वर्ग-२)