



# **GURUKRUPA REALCON**

# AGREEMENT FOR SALE

FLAT NO. 1905, 19<sup>TH</sup> FLOOR, B WING, GURUKRUPA EKATVAM, KANNAMWAR NAGAR SHIVKRUPA CHS LTD., VIKHROLI {EAST}, MUMBAI - 400 083.

# DEVELOPER

M/S. GURUKRUPA REALCON LIFESPACES LLP

8

# **PURCHASERS**

MR. AMIT HARISHCHANDRA WORLIKAR
(KURLA 3)

Document No. KRL3/13959/2024

Date of Registration: 21/06/2024

**SWAMI REGISTRATION** 

390/13959 Friday,June 21 ,2024 4:50 PM पावती

Original/Duplicate

नोंदणी क्रं. :39म

Regn.:39M

पावनी क्रं.: 14936

दिनांक: 21/06/2024

11911.76.

गावाचे नावः हरियाली

दस्तऐवजाचा अनुक्रमांक: करल3-13959-2024

दस्तऐवजाचा प्रकार: करारनामा

सादर करणा-याचे नाव: अमित हरिश्चंद्र वरळीकर

नोंदणी फी दस्त हाताळणी फी ₹. 30000.00

रु. 2700.00

पृष्ठांची संख्या: 135

DELIVERED

एकूण:

क. 32700.00

सह दु.निबंधक कुर्ला - 3

बाजार मुल्य: रु.6121757.4 /-मोबदला रु.7975000/-

भरलेले मुद्रांक शुल्क : रु. 478500/-

सह. दुग्यम निबंधक कुर्ला-३ (वर्ग-२)

1) देयकाचा प्रकार: DHC रक्कम: रु.700/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0624211912622 दिनांक: 21/06/2024

बँकेचं नाव व पत्ताः

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0624213711899 दिनांक: 21/06/2024

वँकेचे नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH003941942202425E दिनांक: 21/06/2024

बँकेचे नाव व पना:

Jul

DELIVERED

दुय्यम निबंधक : सह दु.नि. कुर्ला 3

दस्त क्रमांक: 13959/2024

नोदंणी: Regn:63m

# गावाचे नाव: हरियाली

(1)विलेखाचा प्रकार

करारनामा

(2)मोबदला

7975000

(3) बाजारभाव(भाडेपटटयाच्या वाबनितपटटाकार आकारणी देतो की पटटेदार ते 6121757.4

नमुद करावे)

(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)

1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :सदनिका नं: फ्लॅट नं. 1905, माळा नं: 19वा मजला,वी विंग,बिल्डिंग नं 147,गुरुकृपा एकत्वम, इमारनीचे नाव: कन्नमवार नगर शिवकृपा सीएचएस लिमिटेड, ब्लॉक नं: कन्नमवार नगर, रोड : विक्रोळी पूर्व,मुंबई 400083, इतर माहिती: मौजे हरियाली,सि.टी.एस.नं. 356 पार्ट,सर्वेनं. 113,क्षेत्र 36.18 चौ.मीटर. रेरा कारपेट( ( C.T.S. Number : 356 Part ; ) )

(5) क्षेत्रफळ

1) 39.80 चौ.मीटर

(6)आकारणी किंवा जुडी देण्यान असेल नेव्हा.

(7) दम्तारेवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे 1): नाव:-मेसर्स गुरुकृपा रिअलकॉन लाईफस्पेसेस एलएलपी चे भागीदार महेश लिरा वेरात तर्फे मुखत्यार कुत्पारा ऋषीकुमार दिलीपभाई वय:-29; पत्ता:-प्लॉट नं: ऑफिस नं. सी-106 , माळा नं: पहिला मजला, इमारतीचे नाव: वाशी प्लाझा , ब्लॉक नं: प्लॉट नं. 80/81, सेक्टर 17 , रोड नं: वाशी,ठाणे , महाराष्ट्र, THANE. पिन कोड:-400703 पॅन नं:-AAWFG2200J

(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता

1): नाव:-अमित हरिश्चंद्र वरळीकर वय:-32; पत्ता:-प्लॉट नं: रूम नं. 3 , माळा नं: -, इमारनीचे नाव: 34जी चिंतामणी कोळी हाउस, ब्लॉक नं: वाल गोपाळ क्रीडा मंडळाजवळ, श्री राम लेन, रोड नं: वरळी कोळीवाडा, मुंबई, महाराष्ट्र, मुम्बई. पिन कोड:-400030 पॅन नं:-ACOPW9816E

(9) दस्तऐवज करुन दिल्याचा दिनांक

21/06/2024

(10)दस्त नोंदणी केल्याचा दिनांक

21/06/2024

13959/2024

(11)अनुक्रमांक,खंड व पृष्ठ

478500

(12)वाजारभावाप्रमाणे मुद्रांक शुल्क (13)बाजारभावाप्रमाणे नोंदणी शुल्क

30000

(14) शेरा

म्ल्यांकनासाठी विचारात घेतलेला तपशील:-:

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



वस्तासोबत देण्यात आलेली सूची-२

# Payment Details

sr.	Purchaser	Туре	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	GURUKRUPA REALCON LIFESPACES LLP	eChallan	69103332024062113013	MH003941942202425E	478500.00	SD	0002164962202425	21/06/2024
2		DHC		0624211912622	700	RF	0624211912622D	21/06/2024
3		DHC		0624213711899	2000	RF	0624213711899D	21/06/2024
4	GURUKRUPA REALCON LIFESPACES LLP	eChallan		MH003941942202425E	30000	RF	0002164962202425	21/06/2024

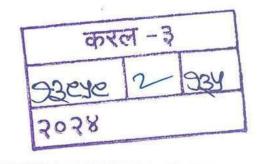
[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]



The state of the s		मूल्यांकन पत्रव	क ( शहरी क्षेत्र - बांधीव )		
aluation ID . 2	02406217397				21 June 2024,03:48:23 PM
मूल्यांकनाचे वर्ष जिल्हा मूल्य विभाग उप मूल्य विभाग	2024 मुंबई(उपनगर) 112-हरियाली - कुर भुभाग: द्रुतगती मार		र्व मिळकती (कन्नमवार नगर)		
सर्व्हें नंबर /न. भू, क्रमांक :	सि.टी.एस. नंबर#3				
वार्षिक मूल्य दर तक्त्यानुसार मू खुली जमीन निवार्स 58970 13983	ो सदनिका	कार्यालय 160810	दुकाने 174790	औद्योगीक 139830	मोजमापनाचे एकक चौरस मीटर
बांधीव क्षेत्राची माहिती	10	100810	174790	139830	चारस माटर
बांधकाम क्षेत्र(Built Up)-	39.8चौरस मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-	बांधीव
बांधकामाचे वर्गीकरण- उद्ववाहन सुविधा-	1-आर सी सी आहे	मिळकतीचे वय- मजला -	0 TO 2वर्षे 11th floor To 20th floor	बांधकामाचा दर -	Rs.30250/-
रस्ता सन्मुख - Sale Type - First Sale Sale/Resale of built up Propert	ty constructed after	r circular dt 02/01/2018	8		
मजला निहाय घट/वाढ		= 110% apply to rate=	Rs.153813/-		
	नौ गीन प्रचल			ann achailt is idean afril	<b></b>
मजला निहाय घट/वाढ घसा-यानुसार मिळकतीचा प्रति	चौ. मीटर मूल्यदर	=(((वार्षिक मूल्यद	र - खुल्या जमिनीचा दर ) * घसा-या 58970) * (100 / 100 ) )+5897	13-4 E-74	चा दर )
घसा-यानुसार मिळकतीचा प्रति	चौ. मीटर मूल्यदर	=(((वार्षिक मूल्यद	हर - खुल्या जिमनीचा दर ) * घसा-या 58970) * (100 / 100 ) )+5897 -	13-4 E-74	चा दर )
	चौ. मीटर मूल्यदर	=(((वार्षिक मूल्यद = ( ( (153813- = Rs.153813/-	हर - खुल्या जिमनीचा दर ) * घसा-या 58970) * (100 / 100 ) )+5897 -	13-4 E-74	चा दर )
घसा-यानुसार मिळकतीचा प्रति	चौ. मीटर मूल्यदर	=(((वार्षिक मूल्यद = ( ( (153813- = Rs.153813/- = वरील प्रमाणे मूल्य दर	हर - खुल्या जिमनीचा दर ) * घसा-या 58970) * (100 / 100 ) )+5897 -	13-4 E-74	चा दर )
घसा-यानुसार मिळकतीचा प्रति	चौ. मीटर मूल्यदर = ,10,4	=(((वार्षिक मूल्यद = ( ( (153813- = Rs.153813/- = वरील प्रमाणे मूल्य दर = 153813 * 39.8	हर - खुल्या जिमनीचा दर ) * घसा-या 58970) * (100 / 100 ) )+5897 -	13-4 E-74	चा दर )
घसा-यानुसार मिळकतीचा प्रति ) मुख्य मिळकतीचे मूल्य	= ,10,4 = मख्य मिळकतीचे	=(((वार्षिक मूल्यद = ( ( (153813- = Rs.153813/- = वरील प्रमाणे मूल्य दर = 153813 * 39.8 = Rs.6121757.4/-	हर - खुल्या जिमनीचा दर ) * घसा-या 58970) * (100 / 100 ) )+5897 -	70 ) 1चे मल्य + वरील गच्चीचे मृल्य + बंदि	स्त वाहन तळाचे
घसा-यानुसार मिळकतीचा प्रति ) मुख्य मिळकतीचे मूल्य Applicable Rules	= ,10,4 = मुख्य मिळकतीचे मूल्य + खुल्या जमिन = A + B + C +	=(((वार्षिक मूल्यद = ( ( (153813- = Rs.153813/- = वरील प्रमाणे मूल्य दर = 153813 * 39.8 = Rs.6121757.4/-	हर - खुल्या जिमनीचा दर ) * घसा-या 58970) * (100 / 100 ) )+5897 - * मिळकतीचे क्षेत्र माईन मजला क्षेत्र मूल्य + लगतच्या गर्च्च मारती भोवतीच्या खुल्या जागेचे मूल्य +	70 ) 1चे मल्य + वरील गच्चीचे मृल्य + बंदि	स्त वाहन तळाचे

क्ष सह. ह्याम निबंधक इन्ली-३ (वर्ग-२) 93676 ) 937 2058

SELING OF THE SUB-REGISTRAD TUBE SUB-REGISTRAD TUBE



### Department of Stamp & Registration, Maharashtra

### Receipt of Document Handling Charges

PRN

0624213711899

Date

21/06/2024

Received from Self, Mobile number 9819733739, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Kurla 3 of the District Mumbai Sub-urban District.

#### **Payment Details**

 Bank Name
 SBIN
 Date
 21/06/2024

 Bank CIN
 10004152024062111222
 REF No.
 417392321110

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

# Department of Stamp & Registration, Maharashtra

#### Receipt of Document Handling Charges

PRN

0624211912622

Date

21/06/2024

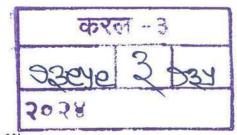
Received from Self, Mobile number 9819733739, an amount of Rs.700/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Kurla 3 of the District Mumbai Sub-urban District.

# **Payment Details**

 Bank Name
 SBIN
 Date
 21/06/2024

 Bank CIN
 10004152024062111894
 REF No.
 417357347913

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





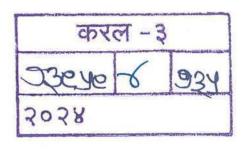
# CHALLAN MTR Form Number-6



GRN MHC	03941942202425E	BARCODE	0110011111		11   11   12   13   14   15   15   15   15   15   15   15	III Dat	e 21/06/2024-15:21:29	For	m ID	25	5.2	
Department Inspector General Of Registration					Payer Details							
Type of Paym	Stamp Duty nent Registration Fee				TAX ID / TAI					1175		
	PAN No.(if A	pplicable)										
Office Name KRL1_JT SUB REGISTRAR KURLA NO 1					Full Name		GURUKRUPA REALCON LIFESPACES LLP					
ocation MUMBAI												
Year	2024-2025 One Tim	ne			Flat/Block N	lo.	FLAT NO 1905,	19TH	FLC	OR,	В И	VING,
					Premises/B	uilding	GURUKRUPA EKATV	AM				
	Account Head Det	ails		Amount In Rs.								
0030045501	030045501 Stamp Duty 478500.00			Road/Street		KANNAMWAR NAGAR SHIVKRUPA CHS LTD, VIKHROLI EAST						
0030063301	Registration Fee			30000.00	Area/Locality		MUMBAI					
				Town/City/District								
				B-REC.	PIN		4	0	0	0	7	5
		THE SE	F	HAREGISTA PARA PARA PARA PARA PARA PARA PARA PA	Remarks (If		mit Harishchandra Worli —	kar∼				
					Amount In	Five La	kh Eight Thousand Five	Hund	red F	lupees	Only	
Total				5,08,500.00	Words							
Payment Details IDBI BANK					F	FOR USE IN RECEIVING BANK						
Cheque-DD Details				Bank CIN	Ref. No.	6910333202406211	3013	7434	158355	i		
Cheque/DD	No.				Bank Date	RBI Date	21/06/2024-15:22:2	8	Not	Verifie	d with	RBI
Name of Bar	nk	W 198 198			Bank-Brand	'n	IDBI BANK					
Name of Bra	nch				Scroll No.,	Date	Not Verified with S	croll				
Department	ID.						Me	bile N	10.:		73049	99982

Department ID: Mobile No.: 7304999
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवळ दुय्यम निबंधक कार्यालयात नीदंणी करावयाच्या दस्तासाठी लागु आहे. नीदंणी न करावयाच्या दस्तासाठी सदर चलन लागु नाही.

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# AGREEMENT FOR SALE OF FLAT

THIS AGREEMENT is made, entered into and executed at Mumbai, on this 21 day of day of Christian Year Two Thousand Twenty-Four (2024)

#### BY AND BETWEEN

M/S. GURUKRUPA REALCON LIFESPACES LLP (PAN: AAWFG2200J), a registered Limited Liability Partnership Firm (Registration No: AAV-5263) and having its registered office at C-106, Vashi Plaza, Vashi-Navi Mumbai-400703, through the signatory authorised partner "Mr. Mahesh Lira Verat" hereinafter referred to as the "DEVELOPER", through the POA holder Mr. Kunpara Rishikumar Dilipbhai, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns)" of the FIRST PART.

AND

Jung

QX &

2

AMIT HARISHCHANDRA WOLLIKAR, Age: 32, (PAN: ACOPW9816E);

Indian Inhabitant/s having his/her/their address at 34G Chintamani Koli House, Room #3, Near Bal Gopal Krida Mandal, Shri Ram Lane, Worli Koliwada, Mumbai - 400030, 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, in the case of an individual/s, his or her/their/its heirs, executors, administrators and permitted assigns/their respective heirs, executors, administrators and permitted assigns; and/or in case of a partnership firm, executers, administrators or the permitted assigns of such last survivor of them; and/ or in case of a company or a body corporate or juristic entity, its successors and permitted assigns) of the Second Part

The Developer and the Purchaser(s) are hereinafter for the sake of brevity collectively and jointly referred to as "PARTIES" and individually as "PARTY".

## WHEREAS:

- A. The Maharashtra Housing and Area Development Authority (Hereinafter referred to as "M.H.A.D.A") is the owner of seized and possessed of or otherwise well and sufficiently entitled to the plot of land, under its housing scheme generally known as Lower Income Group Housing Scheme (LIG), bearing C.T.S. No. 356 (Part) forming part of Survey. No. 113, Kannamwar Nagar, Hariyali Village, Vikhroli East, Mumbai 400083 comprised of building No. 147 having ground plus upper floors being sheated and part of layout plan, admeasuring 932.63 Sq. Mtrs. in the registration District of Kurla, Mumbai District, consisting of 40 tenements in the building No. 147 more particularly mentioned in the FIRST SCHEDULE OF THE PROPERTY herewith (Hereinafter referred to as the "SAID PROPERTY and SAID PLOT"). The dittenants together later formed a Co-operative Housing society and named as "Kannamwar Nagar Shivkrupa Co-operative Housing Society Ltd" and FIRST SCHEDULE OF THE PROPERTY and SAID PLOT"). The sake of brevity hereunder referred to as "THE SAID SOCIETY".
  - B. By virtue of Lease Deed dated 15th Jan, 2001 lodged for registration in the office of the Jt. Sub-Registrar, Bandra on 15th Jan, 2001 executed between Maharashtra housing and Area Development Authority, therein called "the Authority" on the one part and Kannamwar Nagar Shivkrupa Co-operative Housing Society Limited, the Society therein of the other Part whereby, the said MHADA demised unto the said Society all and singular the land admeasuring about 932.63 Sq. Meters area laying under and appurtenant to Building No. 147, bearing Survey No. 113 and City Survey No. 356 (Part) situated at situated at Kannamwar Nagar, Vikhroli East, Mumbai 400083. The said Lease Deed got registered in the office of the Jt. Sub-Registrar, Bandra on 26th July, 2001 under No PBDR-3/448/2001.
  - C. By virtue of Sale Deed dated 15th January. 2001 lodged for registration in the office of the Jt. Sub-Registrar, Bandra on 15th January, 2001 executed between Maharashtra housing and Area Development Authority, therein called "the Authority" on the one part and Kannamwar Nagar Shivkrupa Co-operative Housing Society Limited, the Society therein of the other Part whereby, the said MHADA demised unto the said Society all and singular the land admeasuring about 932.63 Sq. Meters area laying under and appurtenant to Building No. 147, bearing Survey No. 113 and City Survey No. 356 (Part) situated at Kannamwar Nagar, Vikhroli East, Mumbai 400083. The Said Sale Deed got registered in the office of the Jt. Sub-Registrar, Bandra on 26th July, 2001 under No PBDR-3/490/2001.
  - D. In the premises aforesaid the said Society is seized and possessed of or otherwise well and sufficiently entitled to the leasehold right, title and interest in the said Land and is the owner of the old Building standing thereon and the old Building are hereinafter collectively referred to as the "said Property" which is more particularly described

W 5

July

in the First Schedule hereunder written;

करल - ३ <u>१०२४</u> २०२४

- E. The said tenants or existing members of the Said Society naving rights and being absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property having good and marketable title and are also entitled to deal with and/or assign/let/transfer the same in any manner and/or consume the additional / enhanced FSI as agreed under "total FSI" as may be allowed by M.H.A.D.A. or concerned competent authorities from time to time and also to undertake redevelopment project/ scheme on the said property, but with prior permission of the MHADA and concerned competent authorities.
- F. The said old Building is more than 30 years old year and in dilapidated condition. The condition of the old Building has deteriorated over time and requires extensive repairing. The repairing cost of the old Building shall be substantial which present members are not in a position to pay. Hence, all members decided to redevelop the said old building and for that purpose the said society followed the due process of law as provided under Section 79(a) of Maharashtra Co-operative Societies Act 1960 and to that effect the members at large decided to appoint Developer in their Special General body meeting on 7th Feb, 2021. The Developer vide its resolution resolved to undertake and implement Redevelopment of the Said society. Therefore, the schemes/objectives of the redeveloped project agreed between the Developer and the Society was;
- (i) To demolish the existing said building, to commence the construction of new building as per eligible FSI, Intimation of Approval, Approved plans and drawings, Commencement Certificate, other permissions, etc., obtained/ to be obtained from M.H.A.D.A. and/or concerned competent authorities.
- (ii) To allot 40 new flats to existing members of the said society inhabitant of the said Building.
- (iii) To sell the "New Premises/Flats" (other than society's existing members new premises/flats) forming part of "The Saleable Area/s of the Developer" at such terms and conditions as the Developer" may deem fit and proper, to receive the sale proceeds/money in respect thereof and execute agreement/s for sale with prospective buyers/flat Purchaser(s), handover vacant and physical possession upon obtaining Occupation Certificate.

Hence, the new apartments/flats of the existing members of the society and new apartments/Premises/Flats" (other than society's existing members) forming part of the Saleable Area/s of the Developer collectively called as "THE SAID BUILDING".

- G. The developer acquired the "Development Rights" for the redeveloped project of the said building by and virtue of:
- a. Development Agreement duly registered at the Sub-Registrar of assurances on 3<sup>rd</sup> September, 2021, under Sr. No. KRL-1/13765/ duly executed between Developer, Said Society and the existing members of the said society.
- b. A "Power of Attorney" executed by the Said Society in the name of Developer to do various acts, deeds, matters and things for the development of said Property which is duly registered with the sub-registrar of assurances under Sr.No.KRL-1/13766/2021, dated 3rd September, 2021 thereby appointed partner of "Developer" as "Mr. Mahesh Lira Verat", as the true and lawful attorney of the existing 40 Members and of the Society for furtherance of the redevelopment project, until its completion thereof. Copies of Index-II of the registered Development Agreement is annexed and marked as <u>ANNEXURE-A</u>.
- H. The Developer shall execute the 'Permanent Alternate Accommodation Agreement' with the existing members of the said society for their new allotted flat and the said society through its 'Managing Committee and all being individually registered before

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Sub-Registrar of Assurances under respective serial numbers. The Developer has perfectly affected the terms and conditions of allotments and transfer of the ownership of 40 (Forty) New flat/New tenements unto each of the existing members of the Society and agreed to provide 40 mechanical car parking to the existing society exclusively.

- I. The existing members of said Society jointly had handed over vacant, peaceful and physical possession of their individual tenement and also old building mentioned in SCHEDULE ONE herewith, to the Developer for the redevelopment, on the basis of approvals and permissions issued by MHADA and other competent Authorities for demolition and further development of the old building. Therefore on the basis of No Objections (N.O.C.), Intimation of Approval (I.O.A.), Amended Approved Plan/s, Commencement Certificate for plinth and other requisite permissions, sanctions etc. received from M.H.A.D.A. and/or M.C.G.M. and/or concerned competent authorities, Developer demolished the Said old Building and other structure/s standing thereon and completed the construction of new building/s consisting of mechanical parking + maximum upper floors to be known as "GURUKRUPA EKATVAM" as per the approveds and the permissions in the Offer Letter/s, and have complied with the and conditions appearing therein. The Developer has made payments to TALD. and or concerned competent authorities towards premium for securing FSI and other permissions and made payment to the Existing members of the said Building towards various heads of expenses to secure temporary alternate accommodation etc. and that was the entire scheme of redeveloped project executed as per permissions obtained to be obtained from time to time and the terms and conditions appearing in the Development Agreement. Collectively attached hereto are all requisite permissions, Approvals, Resolution as ANNEXURE-B.
- J. The Developer has constructed the said Building as a real estate project (hereinafter referred to as the "SAID PROJECT") as provided under Section 3 of Real Estate (Regulation and Development) Act, 2016 ("RERA") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("RERA Rules"). The Developer has registered the said Project under the provision of the RERA and the RERA Rules with the Real Estate Regulatory Authority ("RERA Authority") at Mumbai under No. P51900033873 on 14th March, 2022. A copy of RERA Registration Certificate issued by the Authority is annexed and marked hereto as ANNEXURE-"C";

(The relevant details attached to this Agreement are available for inspection on the website of the Authority at <a href="https://maharera.mahaonline.gov.in.">https://maharera.mahaonline.gov.in.</a>)

- K. The Developer has obtained Full Occupation Certificate from Building Permission Cell, Greater Mumbai/MHADA for the project building bearing no. MH/EE/(B.P.)/GM/MHADA-9/925/2024 dated 12th June, 2024. A copy of Occupation Certificate issued by the Authority is annexed and marked hereto as ANNEXURE- D;
- L. Upon understanding the scheme/objectives of redeveloped project, the Purchaser(s) herein approached to the Developer and expressed his/her/their desire to purchase 1 BHK Flat, RERA carpet of 36.18 Sq. Mt., Area in the redevelopment project and accordingly the Developer agreed to sell the desired Flat as more particularly mentioned in SECOND SCHEDULE herein to the Flat Purchaser(s) at a price, consideration, negotiated and agreed upon, as mentioned herein.
- M. The Purchaser(s) after having investigated and after being fully satisfied with all documents in respect of title of the Said Society and rights of the Developer for said Redeveloped Project and hereby confirms that he/she/they shall not be entitle to raise any requisition or objection or have any dispute in that behalf. The flat purchaser

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requested the Developer to allot him/her/them 1 BHK flat on 19th Floor, B Wing and having Flat No. 1905 admeasuring; RERA carpet of 36.18 Sq. Mt Area in the Redeveloped Project in the New Building constructed on the said Redevelopment Project Land, which flat is shown in color hatch lines on the typical floor plan annexed and marked as ANNEXURE- E hereto (hereinafter referred to as the "SAID FLAT/APARTMENT") for the consideration of Rs. 79,75,000/- (Rupees Seventy-Nine Lakhs Seventy-Five Thousand Only), (hereinafter referred to as the "SALD SALE REGGED And on the terms and conditions described hereunder written.

Туре	Wing	Flat No.	Flat Area (RERA)
1 BHK	В	1905	36.18 Sq. M

- N. That both the parties after signing, shall present this agreement at the applicable it. registration office for registration within the time limit prescribed by the Registration Act and Developer or their Constituted Attorney will attend such Sub-Registrar's office and admit the execution thereof.
- O. The Purchaser(s) has/have demanded inspection from the Developer and the Developer have given inspection to the Purchaser(s) of all documents of title relating inter-alia to the said Property and the said Project including all the documents mentioned in the recitals hereinabove and also the plans, designs and specifications prepared by the Developer's Architects, the Title Certificate, revenue records and all other documents as specified under the RERA Act and the RERA Rules, as amended up to date.
- P. Under section 13 of the RERA, the Developer are required to execute a written Agreement for Sale in respect of the said Apartment agreed to be sold to the Purchaser(s), and the Parties are therefore executing these presents and also to register this Agreement under the Indian Registration Act, 1908;
- Q. Relying upon the said applications, declaration and agreement herein contained, the Developer have agreed to allot to the Purchaser(s) the said Flat/Apartment, at the particular Sale Price and on the terms and conditions hereinafter appearing.

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

RECITAL TO FORM AN INTEGRAL PART

All the aforesaid recitals and representations hereinabove shall form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and the same are to be interpreted, construed and read accordingly.

2. <u>DEFINITIONS AND INTERPRETATIONS</u>

In the agreement, (i) Capitalized terms defined by inclusions in quotations and/or recitals and/or parenthesis have the meanings so ascribed and described and (ii) The following terms shall have the following meanings assigned to them;

"THE SOCIETY"

'The Society' shall always mean and include the Kannamwar Nagar Shivkrupa Cooperative Housing Society Ltd. A society registered under the provisions of Maharashtra Co-operative Societies Act, 1960 bearing Registration No. (BOM(WS)/HSG/OH/1358/1984) and having its registered office at Building No. 147, Hariyali Village, Kannamwar Nagar, Vikhroli East, Mumbai 400083 and comprising of 40 members. 'The Flat Purchaser/s' of respective flats in the newly redeveloped building forming the saleable component of the Developer, shall be inducted as the incoming members of 'The Society'.

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b. M.H.A.D.A. Shalf dways mean and include (i) Maharashtra Housing and Area Development Authority, herein referred to as M.H.A.D.A. (ii) Maharashtra Housing and Area Development Board (M.H.A.D.B.) and (iii) Mumbai Buildings Repairs and Reconstruction Board (M.B.R.R.B.) a statutory corporation constituted under Maharashtra Housing and Area Development Authority Act – 1976 (MAH-XXVIII of 1977), having its office at Griha Nirman Bhavan, Kala Nagar, Bandra (East), Mumbai – 400051, hereinafter referred to as 'M.H.A.D.A.'

#### c. 'M.C.G.M.'

'M.C.G.M.' shall always mean and include Municipal Corporation of Greater Mumbai, a statutory corporation constituted under Bombay Municipal Corporation Act, 1988, having its Head Office at Brihanmumbai Municipal Corporation Building, Opp. Chhatrapati Shivaji Maharaj Terminus, Fort, Mumbai – 400001 and other offices in the respective Wards of Mumbai (City, Suburbs and Extended Suburbs).

## d. 'R.E.R.A.'

'RERA' shall always mean and include The Real Estate (Regulation and Development) Act, 2016 and rules made thereunder.

#### e. **CONCERNED COMPETENT AUTHORITIES**

'Concerned Competent Authorities' shall always mean and include all the departments of M.H.A.D.A. and/or M.C.G.M. and/or Collector, Tahsildar, Surveyor Land Records, Airport Authority of India, Honorable Courts etc. capable, competent and authorized to print, allow, disallow etc., all the requisite permissions/sanctions etc., for redeveloped project antil its completions thereof.

### REDEVELOPED PROJECT

The Redeveloped Project' shall always mean and include the building/s constructed on all that plot and or piece or parcel of land bearing corresponding C.T.S. No. 356 (Part), for thirty part of Survey No. 113, Building No. 147, Hariyali Village, Kannamwar Nagar, Vikhron East, Mumbai 400083, Taluka: Kurla, Mumbai sub-urban District and the said building known as "GURUKRUPA EKATVAM." The New Building is comprised of mechanical car Parking + maximum upper floors.

- 3.2. The Developer has constructed the said Building on the said Land/Plot in accordance with the plans, specifications, designs and elevations as approved by the concerned local authority and which have been seen and inspected by the Purchaser(s) with such variations and modifications as may consider necessary or as may be required by the Government, MHADA, Municipal Corporation of Greater Mumbai and/or any other local authority from time to time. The Developer undertakes to intimate the Purchaser(s) in writing, in respect of any variations or modifications which may adversely affect the said Apartment, except, any alteration or addition required by Government authorities or due to change in law or any change as contemplated by any of the disclosure already made to the Purchaser(s);
- 3.3. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) provided by the Promoter in the said building and the Apartment

## 3.4. CARPET AREA AS PER R.E.R.A.

'Carpet Area as per RERA' shall always mean and include that the carpet area is means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment."

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3.5. THE REQUISITE DOCUMENTS TO SELL NEW FLATS

The Requisite Documents to Sell the New Flats' shall always mean and include issuing and/or accepting and/or handing over (i) Application form (ii) Alloument Letter / Reservation Letter of Flat (iii) Demand Letter/s for Payments towards Instalments due, (iv) Notices, 'No Objection Certificate' (N.O.C.) for obtaining Home Loan/s, Mortgage etc. (v) Receipts of Payments (vi) Entering and Executing Agreement for Sale, Sale Deed, etc. (vi)and/or in case/s of cancellation to issue Letter for Cancellation of Allotment/Cancellation of Reservations of Flat (vii) Cancellation Deed/Rectification Deed (viii) Possession Letter and/or any other documents, ancillary to such deals which the /Developer' may require to enter into in future, from time to time, with the Prospective Buyer/ Flat Purchaser(s), as the case may be. The documents mentioned above the indicative and not exhaustive.

3.6. THE SALEABLE AREA OF THE DEVELOPER

That the Developer was entitled to load, use, utilize, either in parts or in fulfall the TST as mentioned under 'Total F.S.I.' upon utilization and/or consumption of the scients is new flats constructed in the new 'Said Building' and the 40 (Forty) New Flats' allotted to 'The Existing Members of said Society', the remaining 'New Flats' constructed in the building, shall always be the part of the "Saleable Areas of the Developer'.

#### 3.7. THE REQUISITE COSTS

'That the Requisite Cost' shall always mean and include all the costs, including the payments of premiums/s and/or charges to M.H.A.D.A. and/or M.H.A.D.B. and/or to M.C.G.M. and/or Concerned Competent authorities for (i) F.S.I. (ii) Open Space Deficiency, Scrutiny Fees, Development Charges, other deposits etc. (iii) Construction of new building/s with amenities thereon including purchases of raw materials and delivering them at the site, viz. Cements, Sand (Reti), Iron Bars, Stones, Brick/s, Autoclave aerated concrete blocks, Ready mix cement concrete, Materials required for constructions, Doors, Tiles, Sanitary wares, Wires, Switches, Pipes, Aluminum, Glass, M.S. Grill, Paints, Decorative materials, Hardware items, and/or providing all the amenities as agreed herein and/or make payments to labor's, wages, insurance premiums, and/or engaging services of agents, agencies, architects, engineers, consultant professionals and paying their professional fees and/or installing/erecting mechanism for providing other materials required for construction of the said building/s more particularly as agreed in the list of amenities, including supply of electricity and water and in short all the costs to be incurred to erect the said building/s and complete the flats with all internal amenities as agreed herein.

**PROVIDED THAT** the total price is escalation free, save and except escalations/increases, due to increase on account of Development charges/ Cement/Steel and/or any other increases in charges which may be levied or imposed by the competent authority Local Bodies/ Government from time to time.

# 4. PURCHASE OF THE SAID APARTMENT/PREMISES AND SALE PRICE

4.1. The Purchaser(s) hereby agree/s to purchase from the Developer and the Developer hereby agree to allot to the Purchaser(s) the said Apartment/Premises being on 19th Floor, B Wing with Flat No. 1905 admeasuring RERA carpet of 36.18 Sq. Mt Area in the said Building for the lump sum price of Rs. 79,75,000/- (Rupees Seventy-Nine Lakhs Seventy-Five Thousand Only), (hereinafter referred to as "Said Sale Price") payable by the Purchaser(s) to the Developer in the manner as mentioned below.

PAYMENT SCHEDULE	
PARTICULARS	PERCENTAGE
ON BOOKING (INCLUDING OF TOKEN AMOUNT)	10%
AFTER REGISTRATION OF AGREEEMENT	85%
POSSESSION	5%
Total	100%

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