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#### AGREEMENT FOR SALE

THIS AGREEMENT made at Mumbai this 3 day of 2024 between Krishna Enterprise a firm registered under the Indian Partnership Act 1932 having its principal office at Srishti House NSB Road Mulund (West) Mumbai 400 080 hereinafter referred to as the 'Promoter (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners for the time being of the said firm their survivors or survivor and the heirs executors and administrators of such last survivor) of the one part and Mr. Rahul Vijaykumar Soshte & Mr. Vijaykumar Parshuram Soshte of Mumbai Indian Inhabitant(s)/a partnership firm registered under the Indian Partnership Act 1932 /a limited liability partnership registered under the Limited Liability Partnership Act 2008/a Hindu Undivided Family/a limited liability Company registered/under the Companies Act 2013 having his/ her/their address at 12/2 "A" Vaikunth CHS, Nahur Rd, Nahurgaon, Mulund West, Mumbai - 400080 hereinafter referred to as the 'Purchaser' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs executors administrators and assigns/the partners for the time being of the firm their survivors or survivor and the heirs executors administrators and assigns of such last survivor/the members for the time being of the Hindu Undivided Family and the respective heirs executors administrators and assigns of such last survivor/its successors and assigns) of the other part.

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a By a Deed of Lease

By a Deed of Dease dated 23<sup>rd</sup> June 1962 registered under no BND/1595 of 1962 on the same day with the Sub-Registrar at Damodar Kini (2) Vinayak Damodar Kini (3) Hari Damodar Kini (4) Damodar Kini (4) Mahadev Kini (5) Kamlakar Mahadev Kini (6) Mahadev Kini (7) Yeshwant Hari Kini (8) Vasant Rintelindia Vani and (11) Devidas Yeshwant Kini (hereinafter referred to as the Owners') granted unto K Mahadev and Company register to as the Owners') granted unto K Mahadev and Company register to fast the Owners') granted unto K Mahadev and Company register to fast the Marg Bhandup (West) Mumbai 400 078 in the Lefeline Mumbai Mastri Marg Bhandup (West) Mumbai 400 078 in the service of Bhandup taluka Kurla (Mulund) within the limits Mumbai City and Mumbai Suburban formerly bearing Old Survey no 55 and 56(p) and now bearing New Survey No 209 CTS No 303(p) admeasuring 53,767 sq yrds ie 44,956.20 sq mts more particularly described in the First Schedule hereunder written (hereinafter referred to as the Entire Plot') for a period of ninety nine (99) years commencing from 1<sup>st</sup> January 1963;

- By an Agreement dated 3<sup>rd</sup> December 1962 registered under No 2849 of 1962 on the same day with the Sub Registrar at Bandra (1) Jaywant Mahadev Kini (2) Mohan Jaywant Kini and (3) Ashok Jaywant Kini confirmed ratified and adopted the Deed of Lease, supra;
- By a Deed of Sub Lease dated 11th May 1963 registered under no BND/1163 of 1963 on the same day with the Sub Registrar at Bandra (hereinafter referred to as the 'Sub Lease') the Lessor granted unto Patel Rolling Mills a part bearing Plot no 6 admeasuring 6,165 sq yrds ie 5,156.59 sq mts forming a part of the Entire Plot (hereinafter referred to as the 'Larger Plot') with the factory buildings and structures thereon (hereinafter referred to as the 'Factory Buildings') for a period of ninety-five (95) years commencing from 1st January 1963;
- d By a Consent to Assign dated 11<sup>th</sup> September 1967 the Lessor granted unto Patel Rolling Mills the permission to assign and transfer its leasehold rights in the Larger Plot subject to the Lease and Sub Lease;
- e By a Deed of Assignment dated 11<sup>th</sup> October 1967 registered under no BOM/R/4122 of 1967 on 30<sup>th</sup> March 1968 with the Sub Registrar at Mumbai, the Patel Rolling Mills assigned and transferred unto Nariman Khurshedji its leasehold right title and interest in the Larger Plot and the Factory Buildings subject to the Lease and Sub Lease;
- By its Letter bearing No M/6/12/87 dated 31<sup>st</sup> March 1987 the Lessor granted unto Nariman Khurshedji the permission to assign and transfer the sub lease in respect of the Larger Plot and the Factory Buildings;

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> of sirsting Floor Space Index (FSI) of 4383.38 sq mts; Ledit by way of external TDR of 3402.13 sq mts; procured by payment of premium of 2430.10 sq mts; Pungible FSI of 3575.46 sq mts;

 (v) FSI by payment of premium for staircase lift landings lobbies of 2609.00 sq mts; and

(vi) FSI in lieu of handing over of Amenity Space to M.C.G.M. of 156.81 sq.mtr. is granted in development;

Out of the aforesaid, the FSI/development potential to the extent of 13791.07 sq mts shall be utilized in the construction of the Building on the Plot. The balance FSI/development potential to the extent of Nil sq mts shall remain unutilized. Such balance unutilized FSI/development potential along with other further future additional FSI/development potential in respect of the Plot shall be utilized by the Promoter in the construction of additional residential premises in the vertical extension/s or horizontal annexe/s to the Building;

- Over and above the available/unutilized FSI as aforesaid, the Promoter intends to use utilise and load on the Plot the additional FSI by way of Transferable Development Rights and all other advantages benefits profits or privileges in respect thereof to the maximum extent permissible. The Promoter shall also procure and load on the Plot the FSI granted for balconies staircases lifts landings lobbies etc by the MCGM and/or by payment of premium;;
- ae The Promoter will be entitled to cause to be sanctioned the amended modified and revised building plans for construction of such additional residential premises etc in the Building on the Plot by utilizing the additional / unutilized FSI and/or FSI Credit by way of TDR or otherwise as per the provisions of sec 14(2)(ii) of the Act;
- af The Purchaser offered to purchase from the Promoter in Phase III the residential premises bearing no 1902 admeasuring about 630 sq ft i.e. 58.53 sq,mtr. (RERA carpet area excluding the area covered by external walls service shafts exclusive balconies patios terraces etc (if any) attached to the Premises) on the 19th floor in "C" wing of the Building to be known as "SRISHTI PRIDE" on the Plot more particularly described in the Third Schedule hereunder written shown by red colour outline on the plan annexed hereto as

Annexure '7' (hereinafter referred to as the 'Premises'). The carpet area has been calculated as per section 2(k) of the Act.

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Relying upon such offer and application the Roomoger has agreed to sell to the Purchaser the Premises for the lumpsum consideration of Rs.14316900/- (Rupees One Crore Forty Three Lakh(s) Sixteen Thousand Nine Hundred Only) (inclusive of stamp duty & registration charges, legal charges, development charges, M.S.E.B. sub-station and cable laying charges, and cost of internal infrastructural development and exclusive of maintenance charges; society charges/deposit, service tax, vat, GST) and on the terms and conditions hereinafter appearing;

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on or before execution of these presents the Purchaser, has paid to the Promoter a sum of Rs.8474000/- (Rupees Eighty Four Lakings Seventy Four Thousand Only) as earnest money for the Premises (the payment and receipt whereof the Promote) does here a sum of acknowledge) leaving a sum of Rs.5842960/- (Rupees Fifty Eight Lakh(s) Forty Two Thousand Nine Hundred Only) being the consideration to be paid in the manner as hereinafter appearing. A sum of Rs.143169.00/- being 1% of the total consideration has been paid/shall be paid by the Purchaser directly to the Income Tax Department as Tax Deducted at Source (TDS) under section 191-IA of the Income Tax Act 1961. Such deduction and payment to the Income Tax Department as aforesaid shall be deemed as payment of the part consideration under this Agreement;

- ai The Promoter has registered the building project for development of the Property under the provisions of the Act with the Real Estate Regulatory Authority as aforesaid. Hence under sec 13 of the Act the Promoter is required to execute a written Agreement for sale of the Premises with the Purchaser, being infact these presents and also to register this Agreement under the Registration Act, 1908;
- In the foregoing Agreement the term `Premises' shall include the flats tenements premises and basement/stilt/podium parking spaces other areas/premises hereby agreed to be sold/allotted. The term `Purchaser' shall include the purchaser of the residential premises and shall also include the plural and/or feminine gender of the term 'Purchaser'.

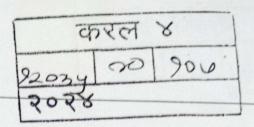
# NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

The Purchaser does hereby agree to purchase from the Promoter and 1(A) the Promoter does hereby agree to sell to the Purchaser in Phase III the residential premises bearing no 1902 admeasuring about 630 sq ft (carpet area) i.e. 58.53 sq.mtr. (RERA carpet area excluding the area covered by external walls service shafts exclusive balconies patios terraces etc (if any) attached to the Premises) on the 19th floor of "C" wing of the Building to be known as "SRISHTI PRIDE" on the plot of land presently situate at Datta Mandir Road Bhandup (West) Mumbai 400 078 in the revenue village of Bhandup taluka Kurla (Mulund) bearing plot No 6 formerly bearing Old Survey no 55 and 56(p) and now bearing New Survey No 209 CTS No 303D 6165 sq yrds ie 5156.59 sq mts shown by red colour outline on the plan thereof hereto annexed as Annexure '7' more particularly described in the Third Schedule hereunder written (hereinafter referred to as the 'Premises') for the lumpsum

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Maharashtra Real Estate Regulatory Authority REGIS

REGISTRATION CERTIFICATE OF PROJ

[See rule 6(a)]

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

Project: SRISHTI PRIDE PHASE 3 - WING C, Plot Bearing / CTS / Survey / Final Labragon 103 D at Kurla, Kurla, Kurla

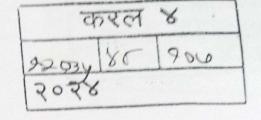
- Krishna Enterprise having its registered office / principal place of business at Tehsil: Kurla, District: Mumbai Suburban, Pin: 400080.
- 2. This registration is granted subject to the following conditions, namely:-
  - The promoter shall enter into an agreement for sale with the allottees;
  - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the
    allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate
    (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates
    of Interest and Disclosures on Website) Rules, 2017;
  - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;

That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

- The Registration shall be valid for a period commencing from 14/01/2022 and ending with 30/06/2025 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- That the promoter shall take all the pending approvals from the competent authorities
- 3. 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.

Signature valid
Digitally Signed by
Dr. Vasanti remanand Prabhu
(Secretary, MahaRERA)
Date:14-01-2022 16:59:33

Dated: 14/01/2022 Place: Mumbai Signature and seal of the Authorized Officer Maharashtra Real Estate Regulatory Authority



**ANNEXURE 5** 

C - 3



BRIHANMUMBAI MUNICIPAL CORPORATION

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING

No CHE/ES/1573/S/337(NEW)/FCC/6/Amend

COMMENCEMENT CERTIFICATE

To, Shri, R. G. Villaitramani, Patner of M/s. Krishna Enterprises 2nd floor, Shrishti House, N.B.S. Road Mulund (W).

Sir.

With reference to your application No. CHE/ES/1573/S/337(NEW)/FCC/6/Amend Dated. 29 Oct 2016 povelopment 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 no 337 (New) dated 29 Oct 2016 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. 0 C.T.S. No. 303 D Division / Village / Town Planning Scheme No. BHANDUP-W situated at Datta Mandir road Road / Street in S 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 occupied or 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 S&T ward Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.



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दुय्यम निबंधक : सह दु.नि. कुर्ला 4

दस्त क्रमांक : 12035/2024

नोदंणी : Regn:63m

गावाचे नाव : भांडुप

(1)विलेखाचा प्रकार

करारनामा

(2)मोबदला

14316900

(3) बाजारभाव(भाडेपटटयाच्या

10865486.415

बाबतितपटटाकार आकारणी देतो की पटटेदार

ते नमुद करावे)

(4) भू-मापन,पोटहिस्सा व घरक्रमांक

(असल्यास)

1) पालिकेचे नावः मुंबई मनपा इतर वर्णन :सदिनका नं: फ्लॅट नं 1902, माळा नं: 19 वा मजला,सी विंग, इमारतीचे नावः सृष्टी प्राइड, ब्लॉक नं: भांडुप पश्चिम,मुंबई 400078, रोड : दत्त मंदिर रोड, इतर माहितीः एक स्टील्ट कार पार्किंग स्पेस नं 52 क्षेत्र 100 चौ फूट सहीत,मौजे भांडुप सी टी एस नं 303/डी,सदर सदिनिकेचे क्षेत्र 630 चौ फूट कारपेट म्हणजेच 58.53 चौ मीटर कारपेट रेराप्रमाणे.व दस्तात नमूद केल्याप्रमाणे.( ( C.T.S. Number : 303/डी; ; ) )

(5) क्षेत्रफळ

1) 64.41 चौ.मीटर

(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा

(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता. 1): नाव:-कृष्णा इंटरप्राइज चे भागिदार कमलेश एच ठाक्र तर्फ कृषुंतिजवाबाकरिता कु मु म्हणून हरेश जी ठक्कर वय:-57; पत्ता:-प्लॉट नं: ऑफिस, मांळा नं: -, इमारतीचे नाव: सृष्टी हाऊस, ब्लॉक नं: मुलुंड पश्चिम,मुंबई, रोड नं: एन एस बी रोड, महाराष्ट्र, MUMBAI. पिन कोड:-400080 पॅन नं:-AAGFK2048E

(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता 1): नाव:-राहुल विजयकुमार सोष्टे वय:-26; पत्ता:-प्लॉट नं: 12/2, माळा नं: -, इमारतीचे नाव: ए वैकुंठ को ऑप हाऊसिंग सोसायटी , ब्लॉक नं: मुलुंड पश्चिम, मुंबई, रोड नं: नाहूर रोड , नाहूरगाव, महाराष्ट्र, मुम्बई. पिन कोड:-400080 पॅन नं:-GLZPS3083P

2): नाव:-विजयकुमार परशुराम सोष्टे वय:-62; पत्ता:-प्लॉट नं: 12/2, माळा नं: -, इमारतीचे नाव: ए वैकुंठ को ऑप हाऊसिंग सोसायटी, ब्लॉक नं: मुलुंड पश्चिम, मुंबई, रोड नं: नाहूर रोड , नाहूरगाव, महाराष्ट्र, मुम्बई. पिन कोड:-400080 पॅन नं:-AHMPS7165B

(9) दस्तऐवज करुन दिल्याचा दिनांक

03/06/2024

(10)दस्त नोंदणी केल्याचा दिनांक

03/06/2024

(11)अन्क्रमांक,खंड व पृष्ठ

12035/2024

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

859100

(13)बाजारभावाप्रमाणे नोंदणी शुल्क

30000

(14)शेरा

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

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

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### BRIHANMUMBAI MUNICIPAL CORPORATION ANNEXURE 20 & 22

## OCCUPATION CUM BUILDING COMPLETION CERTIFICATE UNDER REG. 11(6) OF DCPR 2034 AND FULL OCCUPATION UNDER REG. 11(7) /11(8) OF DCPR 2034

[CHE/ES/1573/S/337(NEW)/OCC/1/New of 10 June 2024]

To,

Shri. R. G. Villaitramani, Patner of M/s. Krishna Enterprises 2nd floor, Shrishti House, N.B.S. Road Mulund (W)...

Dear Applicant,

The Full development work of Residential building comprising of Full Occupation of proposed building i.e. Now Full Occupation of Wing 'C' along with already granted Full Occupation of Wing 'A' & 'B' comprising of Two level Common Basement + Common Stilt + Common Podium + 1st to 21st upper floor (Including LMR & OWT) on plot bearing CTS No. 303 D of village BHANDUP-W at Datta Mandir road is completed under the supervision of Shri. SURESH VASANTRAO KIRTANE, Architect, Lic. No. CA/86/9656, Shri. Achuyt NARAYAN Watve, Structural Engineer, Lic. No. STR/W/10 and Shri. ASHOK KRIPALANI, Site supervisor, Lic.No. K/483/SS-I and as per development completion certificate submitted by Architect and as per completion certificate issued by Chief Fire Officer u/no. CHE/ES/1573/S/337(NEW)-CFO/1/Amend-1 dated 18 April 2024. The same may be occupied and completion certificates submitted as sighted above are hereby accepted.

#### Copy To:

- 1. Asstt. Commissioner, S Ward
- 2. A.A. & C. , S Ward
- 3. EE (V), Eastern Suburb
- 4. M.I., S Ward
- 5. A.E.W.W., S Ward
- 6. Architect, SURESH VASANTRAO KIRTANE, 3rd Floor Srishti House, N.S.B.ROAD, MULUND (WEST), MUMBAI 400080 For information please

Digitally signed by Suhas Vasant Nemane
Date: 10 Jun 2024 18:34:03
Organization: Brihanmumbai Municipal Corporation
Designation: Executive Engineer

Yours faithfully Executive Engineer (Building Proposal) Brihanmumbai Municipal Corporation S Ward

Mob. 9892918385



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	Branch Coo	te C	03275		
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			10.2 9146		
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PMAY YES/NO LOS Reference No.:					3029762
	Applicant Name: Vijaykumar Soshte  Co-Applicant Name: Rahal Soshte				
	Co-Applicant Name	: -			
	Contract (Resi.) Mobile: 9833839620				
	Loan Amount :	00/-	Tenure:	84 months	
Interest Rate :				EMI:	
	Loan Type :		SBI LIFE:	YES! NO	
	Home Loan Type				
	Moratorium		AMT	1/000,000/	
	Property Location :  Property Cost :  Name of Developer / Vendo  SBI BUILDER TIE UP : Y/N  OPAS NO.:-		PROCESSING OFFICER		
			RESI/OFF		
			TIR	1	
			VALUATION 106 24	Jastukala	
			LOAN AC		
			T.D.		
	Name of Branch N		D.E.		
	Name of Dealing Officer at Branch Along with Mob No.:				
		DATE			DATE
SEARCH- 2			RESIDENCE VI	ERIFICATION	
			OFFICE VERIFICATION		
	MALLIATION 1				THE PARTY OF THE P

SITE INSPECTION

VALUATION- 2