

### AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") is executed at Mumbai on this 30<sup>th</sup>  
day of July, 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. Rupa Uttam Kundu, Aadhar No. - 2280 8398 7957, PAN No. - AMUPK4856A, Age 45 years; &
2. Mr. Uttam Madhusudan Kundu, Aadhar No. - 8825 9724 9403, PAN No. - AGZPK7164Q, Age 51 years;

All Indian Inhabitant(s), presently reside at A-2, Garden View Apartment, Golibar Road, Near Sarvoday Hospital, Ghatkopar (West), Mumbai - 400086. (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.

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

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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 **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, Kala Nagar, Bandra (East), Mumbai - 400 051** (hereinafter referred to "**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, of the Public Works and Housing Department, Government of Maharashtra, by operation of Section 189 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 under any agreement or contract became the property, rights, liabilities and obligations of the **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 sq. meters pulse tit bit land area 527.06 sq. meters) as part of the Board's larger 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 / (TC) / 12525 / year 2005 - 2006** dated **25th May 2005**, and having their registered office at Building No. **81, Kannamwar Nagar 2, Vikhroli (East), Mumbai - 400 083.** (hereinafter referred to as "the Society").

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- 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 - 4993 - 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.**," as the 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 1 hereto.
- 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, Wikhori, Bandra, Mumbai - 400 083**. And the owner of the building No. **81** standing on the said land 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 **21st October 2018**, vide its letter dated **4th November 2018** appointed the Promoter as developer for redevelopment of the said Property and the said Promoter vide its letter dated **4th November 2018**, addressed to the Society, accepted their appointment as developers for carrying out redevelopment of the said Property



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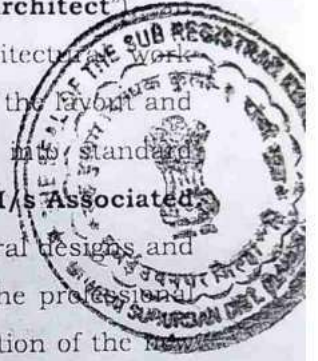
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P. Pursuant to the Development Agreement, the Promoter has obtained from MHADA the intimation of Approval (IOA) bearing No. **MH / EE / BP Cell / GM / MHADA -9 / 1069 - 2022** dated **7th March 2022**, Further Commencement Certificate (CC) bearing No. **MH/EE/(BP)/GM/MHADA-9/1069/2023/FCC/2/Amend** dated **16th October, 2023** for redevelopment of the said building and construction of new building on the said land up to **22nd Floor**. A copy each of IOA, CC, AP is annexed hereto and marked as **Annexure "C", "D"** respectively.

Q. The Promoter has entered into standard agreement with Architect viz. **Mr. Ankit Makani** of **M/s. Ankit Makani Architects ("Architect")** 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 new 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.



R. The Promoter has obtained the requisite sanctions/approvals from MHADA/MCGM for the plans, specifications, elevations and sections of the new building/s 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 12th Slab.**

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- U. 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. **2001**, on the **20th** 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**").
- V. 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**".
- W. The Purchaser is aware of the fact that the Promoter herein has entered or will enter into separate agreements with several other purchasers of the other flats/apartments forming part of the Promoter Allocated Area in the new building.
- X. Under Section 13(4) of the Real Estate (Regulation and Development) Act, 2016 read with Rule 20 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of estate agents, rates of interest and disclosures on website) Rules, 2017, the Promoter is required to execute the written Agreement for sale of the Apartment to the Purchaser, being these presents and to present the same for registration under the provisions of Indian Registration Act, 1908.
- Y. The Promoter has registered the new building project under the provisions of RERA with the Maharashtra Real Estate Regulatory Authority (MAHA RERA) vide Registration No. **P51800045695**. A copy of the Registration Certificate issued by the Authority is annexed hereto and marked as **Annexure "G"**.
- (MCGM Assessment Number / SAC NO - **SX0304650020000**)
- Z. 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.



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दुय्यम निबंधक : सह दु.नि. कुर्ला 1

11/2023

दस्त क्रमांक : 21950/2023

नोंदणी :

Regn:63m

गावाचे नाव : हरियाली

विलेखाचा प्रकार	करारनामा
मोबदला	9810000
वाजारभाव(भाडेपट्ट्याच्या नितपट्ट्याकार आकारणी देणे की पट्टेदार ते दे करावे)	8507397.03
भू-मापन,पॉटहिस्मा व धरक्रमांक(असल्यास)	1) पालिकेचे नाव:Mumbai Ma.na.pa. इतर वर्णन ,सदनिका नं: 2001, माळा नं: 20 वा मजला, इमारतीचे नाव: कन्नमवार नगर आदिशक्ती को-ऑप. हॉमिंग सोसायटी लि., ब्लॉक नं: विल्डिंग नं. 81,आदित्यराज प्राईम, रोड : कन्नमवार नगर 2,विक्रोळी पूर्व,मुंबई - 400083, उत्तर माहिती: क्षेत्रफळ 541 चौ. फूट रेग कार्पेट. ( ( C.T.S. Number : 356 (Part) ; ) )
क्षेत्रफळ	1) 55.31 चौ.मीटर
आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
दस्तावेज करून देणा-या/लिहून ठेवणा-या व्हाणाचे नाव किंवा दिवाणी न्यायालयाचा मनामा किंवा आदेश असल्यास,प्रतिवादिचे व व पत्ता.	1): नाव:-मेसर्स आदित्यराज विल्डर्स अँड प्रमोटर्स तर्फे भागीदार गॅंकी आर. खुशलानी व्हांच्या तर्फे मुख्याय म्हणून नागायण पाल वय:-37; पत्ता:-प्लॉट नं: 101 आणि 102, माळा नं: -, इमारतीचे नाव: पूर्णिमा प्राईड, ब्लॉक नं: विल्डिंग नं. 3, रोड नं: टागोर नगर, विक्रोळी पूर्व, मुंबई, महाराष्ट्र, MUMBAI. पिन कोड:-400083 पॅन नं:- ABLFA9725G
दस्तावेज करून घेणा-या पक्षकाराचे व किंवा वाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-रूपा उत्तम कुंदू वय:-45; पत्ता:-प्लॉट नं: ए-2, माळा नं: -, इमारतीचे नाव: गार्डन व्ह्यू अपार्टमेंट, ब्लॉक नं: -, रोड नं: गोळीवार रोड, सर्वोदय हॉस्पिटलच्या जवळ, घाटकोपर (पश्चिम), मुंबई, महाराष्ट्र, मुंबई. पिन कोड:-400086 पॅन नं:-AMUPK4856A 2): नाव:-उत्तम मधुसूदन कुंदू वय:-51; पत्ता:-प्लॉट नं: ए-2, माळा नं: -, इमारतीचे नाव: गार्डन व्ह्यू अपार्टमेंट, ब्लॉक नं: -, रोड नं: गोळीवार रोड, सर्वोदय हॉस्पिटलच्या जवळ, घाटकोपर (पश्चिम), मुंबई, महाराष्ट्र, मुंबई. पिन कोड:-400086 पॅन नं:-AGZPK7164Q
दस्तावेज करून दिल्याचा दिनांक	03/11/2023
दस्त नोंदणी केल्याचा दिनांक	03/11/2023
1)अनुक्रमांक,खंड व पृष्ठ	21950/2023
2)वाजारभावाप्रमाणे मुद्रांक शुल्क	588600
3)वाजारभावाप्रमाणे नोंदणी शुल्क	30000
4)थंग	

यांक्रनामाठी विचारात घेतलेला तपशील:-

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

मुलभ व्यवहारासाठी नागरिकांचे मक्षमीकरण  
दस्तावेज नोंदणीनंतर मिळकत पत्रिका/ कर नोंदवही अद्ययावत करणे गरजेचे आहे.  
या व्यवहाराचे विक्रण पत्र ई-मेल द्वारे वृहन्मुंबई महानगरपालिकेस पाठविणेत आलेला आहे.  
आता हे दस्तावेज दाखल करण्यासाठी कार्यालयात स्वतः जाणेची आवश्यकता नाही.

Integrated Governance enabling You to Do Business Easily

It is necessary to update Relevant records of Property/ Property tax after registration of document.

Details of this transaction have been forwarded by Email ( dated 03/11/2023 ) toMunicipal Corporation of Greater.Mumbai.

No need to spend your valuable time and energy to submit this documents in person





## Maharashtra Real Estate Regulatory Authority

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

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This registration is granted under section 5 of the Act to the following project under registration number :  
P51800045695

Project: **ADISHAKTI CHS ADITYARAJ PRIME** Plot Bearing / CTS / Survey / Final Plot No.: **BUILDING NO 81**  
**Kurla, Kurla, Mumbai Suburban, 400083;**

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

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

- o The promoter shall enter into an agreement for sale with the allottees;
- o 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;
- o 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 (l) 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 the allottee 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.

- o 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.
- o The promoter shall comply with the provisions of the Act and the rules and regulations made there under.
- o 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. Vasant Premanand Prabhu  
(Secretary, MahaRERA)  
Date: 06-06-2022 15:11:38

Signature and seal of the Authorized Officer  
Maharashtra Real Estate Regulatory Authority

Dated: 06/06/2022  
Place: Mumbai

## ANNEXURE –“H”

### The final list of Amenities to be provided in this flat.

1. 2' x 2' Vitrified tile flooring in living room, Bed Room, Kitchen & passage.
2. Black Granite Kitchen Platform with Stainless Steel Sink.
3. Glazed tiles above Kitchen platform up to beam bottom
4. Concealed Copper wiring, Modular- switches and electrical points with required Circuit Breakers.
5. Concealed plumbing and C.P. taps with upvc pipes, including hot & cold mixer of Jaquar /CERA Equivalent make.
6. Glazed tiles flooring in W.C. & bath and glazed tiles on walls up to beam bottom.
7. Powder coated / Ionized aluminum sliding windows with marble frame, and black Granite / Green / White Marble on sills.
8. Mosquito Net Provision in Living Room & Bed room Windows with fixed single pane.
9. M.S. Grids on for bed rooms and living room / Bath room windows.
10. Granite door frames and FRP doors for W.C. & Bath.
11. Acrylic painting to internal walls.
12. Branded C.P. Fittings for Main Door & Internal Doors.
13. T.V., Telephone & Internet points in living, Master & Common Bed Room.
14. Air Conditioner Points in all Bed / Living Rooms.
15. Exhaust Fan in Kitchen, Bathrooms.
16. Telephone Intercom System in all Flats.
17. Mahanagar Gas connection provision up to kitchen platform.
18. Ceiling Fans and Tube light in Living & Bedroom.
19. Video Door Phone in Flat.
20. Hot water Geyser in bathroom.
21. Water Purifier.
22. Anti Skid floor tiles in Bath & WC.
23. Louvered windows with Mosquito net.