



श्री लाल गुप्ता  
Vikasgupta

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## AGREEMENT FOR SALE

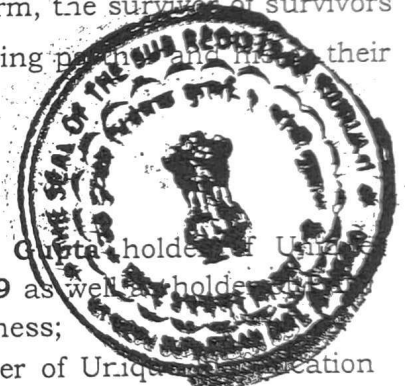
This Agreement made at Mumbai this <sup>20<sup>th</sup></sup> day of Jan. (2024) in the year Two Thousand and Twenty Four

By and Between

**M/S. ADITYARAJ BUILDERS AND REALTORS - PAN NO. ABSFA2167M**, a Partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at Ashok Fancy Stores, Kalyan Murbad Road, Syndigate, Ulhasnagar, Kalyan, Mumbai-421301, represented by its Authorized Partners **Mr. Kishor Lilaram Khushalani** Holder of Income Tax Permanent Account No. **AGOPK3725E**, as well as Holder of Unique Identification Authority of India AADHAR CARD NO. **8357 5200 9978**, Adult, Aged about **59** years, and **Mr. Naresh Ghanshamdas Juman**, Holder of Income Tax Permanent Account No. **AACPJ0098B**, as well as Holder of Unique Identification Authority of India AADHAR CARD NO. **6636 4728 9526**, Adult, Aged about **57** years and **Mr. Rocky Rajkumar Khushalani**, Holder of Income Tax Permanent Account No. **AGGPK0791A**, as well as Holder of Unique Identification Authority of India AADHAR CARD NO. **7443 4877 5708**, Adult, Aged about **42** years Occupation Business, Indian Inhabitants of Mumbai, 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 their partner or partners for the time being constituting the said firm, the survivors of survivors of them and the heirs, executors, administrators of the last surviving partner and his or her assigns) of the One Part.

And

- Mr. Hiralal Ramnihora Gupta**, son of **Mr. Ramnihora Gupta** holder of Unique Identification Authority of India Aadhar No **9653 0991 7329** as well as holder of PAN: **APBPG2399L**, Adult, Aged about 49 years, Occupation Business;
- Mr. Vishal Hiralal Gupta**, Son of **Mr. Hiralal Gupta** holder of Unique Identification Authority of India Aadhar No **8952 2818 2816** as well as holder of PAN: **CTWPG3150Q**, Adult, Aged about 24 years, Occupation Service;
- Mr. Vikas Hiralal Gupta**, Son of **Mr. Hiralal Gupta** holder of Unique Identification Authority of India Aadhar No **8320 0304 9515** as well as holder of PAN: **CNSPG7596N**, Adult, Aged about 23 years, Occupation Service;



All Indian Inhabitants of Mumbai, is presently residing at **Room No 372, Galli No. 4, Jalprabhat Zopadpatti Sangh, Ramabai Ambedkar Nagar, Ghatkopar East, Mumbai 400075**, (Hereinafter (collectively) referred to as the "Purchaser(s) and/or Transferee(s)", 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/Transferor(s)" and "Purchaser(s)/Transferee(s)" are hereinafter collectively referred to as the "Parties" or individually as a "Party."

WHEREAS 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 and/or well and sufficiently entitled to a large tract of lands situate at **Ghatkopar (E), Mumbai**.

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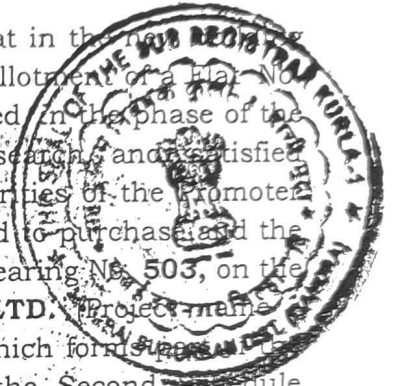
AND WHEREAS the authenticated copies of the plans and specifications of the Flat agreed to be purchased by the Purchaser/s, as sanctioned and approved by the local authority have been annexed and marked as Annexure "F".

AND WHEREAS The Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS The Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans and specification sanctioned by MHADA/MCGM.

AND WHEREAS The Purchaser(s) being desirous of purchasing a Flat in the new building and accordingly he/she/they has/have applied to the Promoter for allotment of a Flat No. **503**, on **5<sup>th</sup>** floor situated in the **Building No. 53** being constructed in the phase of the said Project. The Purchaser(s) 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(s), the Residential Flat bearing No. **503**, on the **5<sup>th</sup>** Floor of the new building called **Pantnagar Pragati C.H.S. LTD. (Project name Adityaraj Central)** (hereinafter referred to as the said "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 "Flat").




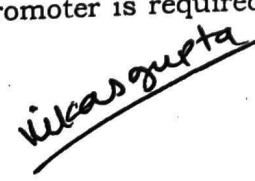

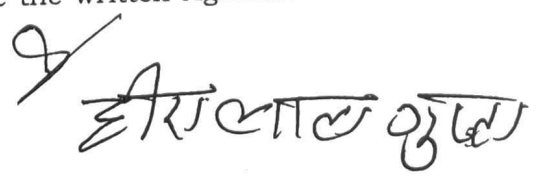
AND WHEREAS the carpet area of the said Flat is **39.86** square meters and "Rera carpet area" **429** sq. ft. means the net usable floor area of an Flat, excluding the area covered by the external walls, areas under services shafts, inclusive balcony appurtenant to the said Flat for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the Flat.

AND WHEREAS the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS 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 Flat in cross lines, is annexed hereto and marked as Annexure "F".

AND WHEREAS The Purchaser is aware of the fact that the Promoter herein has entered or will enter into similar or separate agreements with several other purchaser/s of the other Flat/s forming part of the Promoter Allocated Area in the new building.

AND WHEREAS Under Section 13 of the Real Estate (Regulation and Development) Act, 2016 read with Rule 10 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



### 34. DISPUTE RESOLUTION

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

### 35. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Mumbai courts will have the jurisdiction for this Agreement.

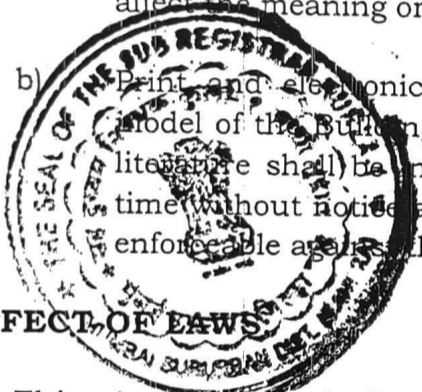
### 36. MEANING OF WORDS IN THE AGREEMENT

In this Agreement unless context otherwise implies:

- a) The expression defined herein shall have the respective meaning assigned to them.
- b) The singular wherever used shall include plural and vice-versa.
- c) The masculine gender used herein shall include feminine and/or neutral gender wherever applicable.

### 37. MISCELLANEOUS:

- a) The titles of the clauses are for ease of reference only and shall not control or affect the meaning or construction or scope of any provision hereof.
- b) Print and electronic media advertisement, the Brochure, layout display plan, model of the building, perspective and such other sale promotional and publicity literature shall be informative in its nature and subject to change from time to time without notice and shall not constitute part of this contract and shall not be enforceable against the Promoter.



### 38. EFFECT OF LAWS

This Agreement shall always be subject to the provisions of Real Estate (Regulation and Development) Act, 2016 (RERA) read with Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of estate agents, rates of interest and disclosures on website) Rules, 2017.

#### FIRST SCHEDULE ABOVE REFERRED TO

#### DESCRIPTION OF THE PROPERTY

All that piece and parcel of the land bearing **Survey No. 236 - A (Part), City Survey No. 186 (Part)** admeasuring **860 sq. mtrs.** or thereabouts of **Pantnagar Pragati C.H.S. LTD.**, lying being and situate at **Building No. 53, Ghatkopar, Pant Nagar, Village - Ghatkopar, Ghatkopar East (E), Mumbai - 400 075** in the Registration Sub-District of Kurla, Mumbai Suburban District, and bounded as follows:

On or towards the North : 40" - 0" Road

On or towards the South : Bldg No. 52

*Handwritten signatures:*  
Rig  
vikasgupta

*Handwritten signature:*  
Vishal

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On or towards the East :  
 On or towards the West :

Bldg No. 51  
 Bldg No. 105

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

Residential Flat being Flat No. 503 having Rera carpet area admeasuring 429 sq. ft. Situated on the 5<sup>th</sup> floor of the Building to be named as "Pantnagar Pragati CHS LTD.," Project Name "Adityaraj Central" under construction on the land more particularly described in the First Schedule hereinabove written.

**IN WITNESS WHERE OF parties herein above named have set their respective hands and signed this Agreement for sale at Mumbai in the presence of attesting witness, signing as such on the day first above written.**

SIGNED AND DELIVERED BY THE PROMOTER  
 Within named M/S. ADITYARAJ BUILDERS AND REALTORS  
 Through its Partner

1. Mr. Kishor Lilaram Khushalani
2. Mr. Naresh Ghanshamdas Jumani
3. Mr. Rocky Rajkumar Khushalani

Handwritten signatures: Kishor, Naresh, Rocky. Fingerprints are placed next to each signature. Three black and white photographs of the individuals are also present.

- in the presence of
- 1.
  - 2.



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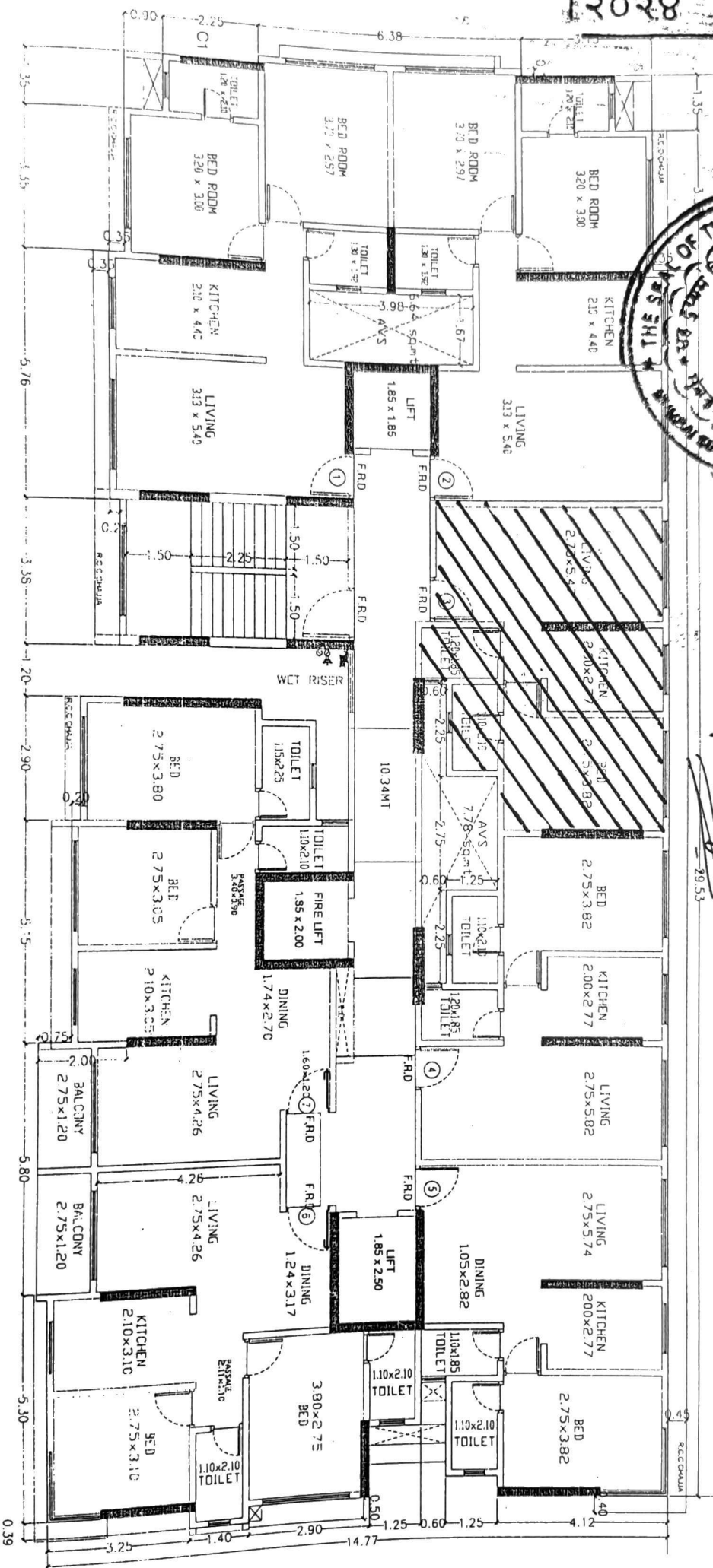
*Binani*

*Pachayll*

*Vikas Gupta*

*Vishal*

*श्री गणेशाय नमः*



1ST TO 7TH, 9TH TO 15TH FLOOR PLAN

*Flat No. 503, 5th Floor.*

Proposed Redevelopment of Existing Building No. 53 KNOWN AS "PANT NAGAR PRAGATI CHS. Ltd. on plot bearing C.T.S NO. 186/72-81(p) of Village Ghatkopar at Pant Nagar, Ghatkopar (E), Mumbai - 400075

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## Building Permission Cell, Greater Mumbai / MHADA

(A designated Planning for MHADA layouts constituted as per government regulation No.TPB4315/167/CR-51/2015/UD-11 DT. 23 May, 2018.)

### FURTHER COMMENCEMENT CERTIFICATE

No. MH/EE/(BP)/GM/MHADA-1/899/2023/FCC/1/Amend

Date : 01 December, 2023

To  
M/s Adityaraj Builders & Realtors  
C.A. to Pantnagar Pragati CHS.  
Ltd.  
101/102, 1st floor, Building No.3,  
Purnima Pride, Tagore Nagar,  
Vikhroli(E), Mumbai - 400 083.

**Sub :** Proposed redevelopment of building No.53 known as "Pantnagar Pragati CHS. Ltd." on plot bearing C.T.S. No. 186/72-81(Pt.) of Village Ghatkopar at Pantnagar, Ghatkopar(E). Mumbai -400075

Dear Applicant,

With reference to your application dated 26 July, 2022 for development permission and grant of further Commencement Certificate under section 44 & 69 of Maharashtra Regional Town Planning Act, 1966 to carry out development and building permission under section 45 of Maharashtra Regional and Town Planning Act, 1966. **Proposed redevelopment of building No.53 known as "Pantnagar Pragati CHS. Ltd." on plot bearing C.T.S. No. 186/72-81(Pt.) of Village Ghatkopar at Pantnagar, Ghatkopar(E). Mumbai -400075.**

The Commencement Certificate/Building permission is granted on following conditions

1. The land vacated in consequence of 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 reason until occupancy permission has been granted.
3. The Commencement Certificate / Development permission shall remain valid for one year from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you or in contravention of the provision of coastal zone management plan.
5. This Certificate liable to be revoked by the VP & CEO, MHADA if:
6. If construction is not commenced this commencement certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such laps shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
  - 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 condition subject to which the same is granted or any of the restrictions imposed by the VP & CEO, MHADA is contravened or not complied with.
  - c. The VP & CEO, MHADA is satisfied that the same is obtained by the applicant through fraud or

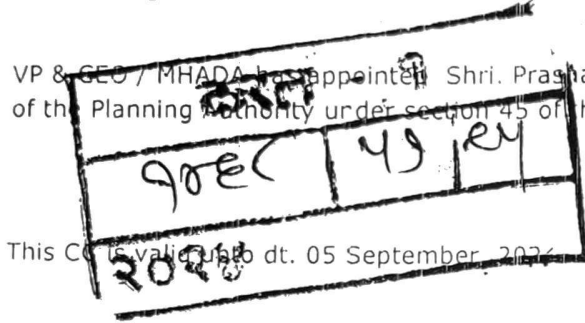




misrepresentation and the appellant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 and 45 of the Maharashtra Regional Town Planning Act, 1966

7. This CC shall be re-endorsed after obtaining IOA for work beyond plinth.
8. 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.

VP & GEO / MHADA has appointed Shri. Prashant Dhattrak, Executive Engineer to exercise his powers and function of the Planning Authority under section 45 of the said Act.



This C.C. is valid upto dt. 05 September, 2023

Issue On : 06 September, 2022

Valid Upto : 05 September, 2023

Application No. : MH/EE/(BP)/GM/MHADA-1/899/2022/CC/1/New

Remark :

This C.C. is issued for work upto plinth as per approved amended plans dated 22/12/2021.

Issue On : 05 September, 2023

Valid Upto : 05 September, 2023

Application No. : MH/EE/(BP)/GM/MHADA-1/899/2023/FCC/1/New

Remark :

This C.C. is issued for work on building comprising of Stilt (for parking) 1st to 13th floor slab for residential use as per the approved amended plans dated 22/12/2021.

Issue On : 01 December, 2023

Valid Upto : 05 September, 2024

Application No. : MH/EE/(BP)/GM/MHADA-1/899/2023/FCC/1/Amend

Remark :

This C.C. issued for re-endorse of earlier CC & further extend for 14th to 16th Part floors i.e. Full C.C. for building comprising of Stilt (for parking)+ 1st to 15th + 16th Part (for society office & fitness center) for residential use having height 52.35 mt. + OHT & LMR as per the approved amended plans dated 22/12/2021.

Note :- That the Guidelines for reduction of Air Pollution issued by Chief Engineer(D.P.) BMC dt. 15/09/2023 & Hon'ble Municipal Commissioner (BMC) dt. 25/10/2023 shall be strictly followed on Site.

Name : Prashant  
Damodar Dhattrak  
Designation : Executive  
Engineer  
Organization : Personal  
Date : 01-Dec-2023 15:

Executive Engineer/B.P.Cell  
Greater Mumbai/MHADA

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Copy submitted in favour of information please

1. Chief Officer Mumbai Board.
2. Deputy Chief Engineer /B.P. Cell/MHADA.
3. Asst. Commissioner N Ward MCGM.

4. Chief ICT officer/MHADA for information & uploaded to MHADA website and email to Maha Rera at [helpdesk@maharera.mahaonline.gov.in](mailto:helpdesk@maharera.mahaonline.gov.in).

Copy to :-

5. EE Kurla Division / MB.
6. A.E.W.W N Ward MCGM.
7. A.A. & C N Ward MCGM
8. Architect / LS - Ankit M. Makani.
9. Secretary building No.53 known as "Pantnaqar Praqati CHS. Ltd.





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## Maharashtra Real Estate Regulatory Authority

### REGISTRATION CERTIFICATE OF PROJECT

FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number : P51800047551

Project: **PRAGATI CHS ADITYARAJ CENTRAL**, Plot Bearing / CTS / Survey / Final Plot No.: BUILDING NO 53, CTS NO 186/72-81 PT at Kurla, Mumbai Suburban, 400075;

1. **Adityaraj Builders And Realtors** having its registered office / principal place of business at: Tehsil: Ulhasnagar, District: Thane, Pin: 421301.

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 in the name 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;
- OR

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.

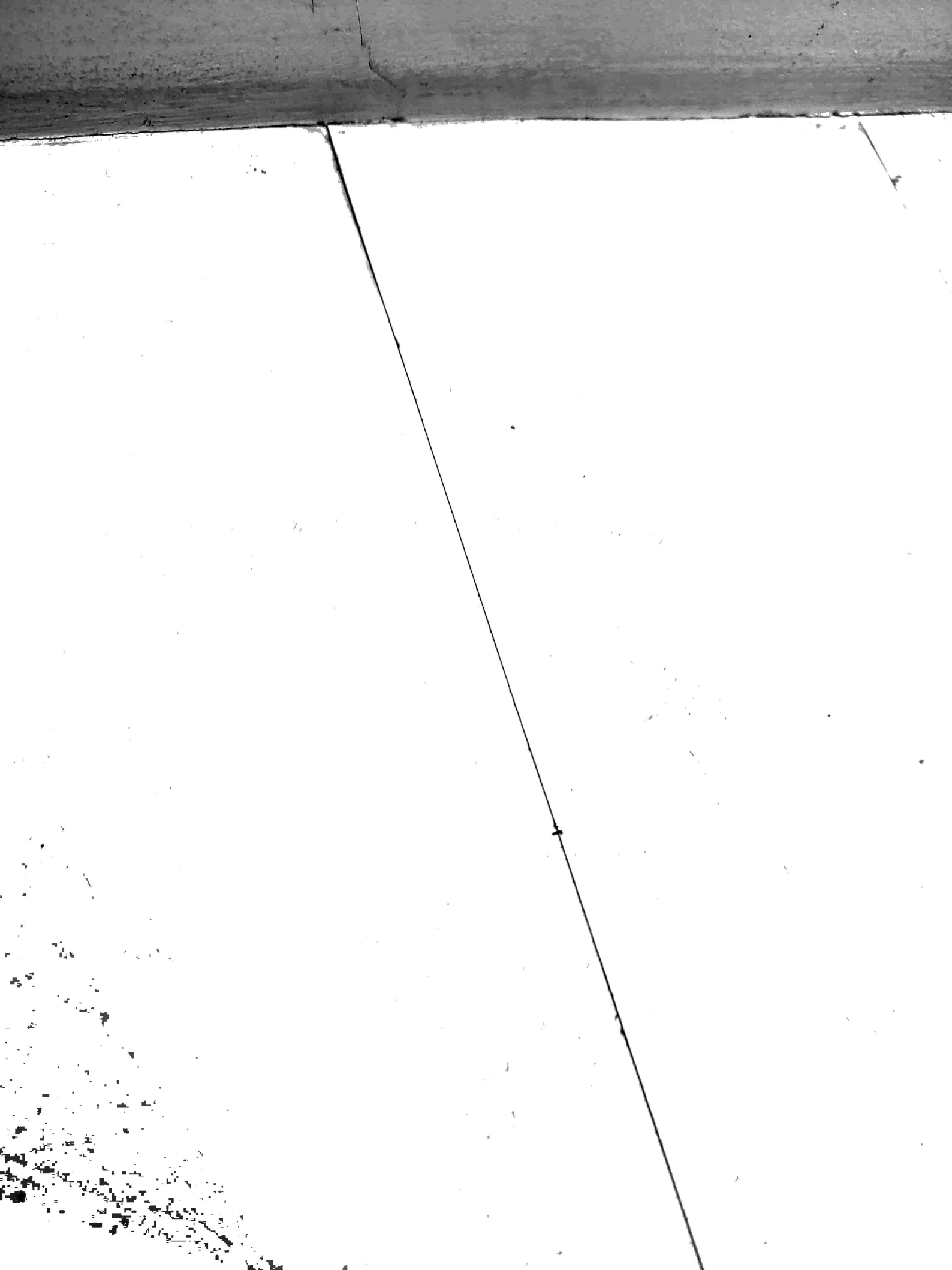
- The Registration shall be valid for a period commencing from 09/11/2022 and ending with 31/12/2025 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
  - The promoter shall comply with the provisions of the Act and the rules 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. Vasant Premanand Prabhu  
(Secretary, MahaRERA)  
Date: 09-11-2022 17:49:36

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

Dated: 09/11/2022

Place: Mumbai







सूची क्र.2

दुय्यम निबंधक : मह. दु.नि. कुर्ला 1

दस्न क्रमांक : 1468/2024

नोंदणी :

Regn.63m

गावाचे नाव : घाटकोपर

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	7300000
(3) बाजारभाव (भाडेपट्ट्याच्या वास्तुनिपट्टाकार आकारणी देतो की पट्टेदार ने नमूद करावे)	6803387.76
(4) भू-मापन, पोटहिस्सा व घटकक्रमांक (अमल्याम)	1) पालिकेचे नाव: Mumbai Ma.na.pa. इतर वर्णन : सदनिवा नं: 503, माला नं: 5 वा मजला, इमारतीचे नाव: पंतनगर प्रगती को-ऑप. हौसिंग सोसायटी लिमिटेड, ब्लॉक नं: विल्डिंग नं. 53, आदित्यराज मंडूब, रोड : पंत नगर, घाटकोपर पूर्व, मुंबई 400075, इतर माहिती: क्षेत्रफळ 429 चौ. फूट रेग कार्पेट. ( ( C.T.S. Number : 186 (Part) : ) )
(5) क्षेत्रफळ	1) 43.86 चौ.मीटर
(6) आकारणी किंवा जूडी देण्यात असेल तेव्हा.	
(7) दस्नगेवज करून देणा-या/लिहून देवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्याम, प्रतिवादिचे नाव व पत्ता.	1): नाव:-मेमर्म आदित्यराज विल्डर्म अँड रिअल्टर्म तर्फे भारीदार किशोर एल. खुशखानी, नरेश जी. जुमानी आणि गॅंकी आर. खुशखानी ह्यांच्या तर्फे मुख्यतयार म्हणून मंगेश चव्हाण वय:-32; पत्ता:-प्लॉट नं: -, माला नं: -, इमारतीचे नाव: अशोक फॅन्सी स्टोअर्स, ब्लॉक नं: -, रोड नं: कल्याण मुंबई रोड, मिण्डिगेट, उल्हासनगर, कल्याण, महाराष्ट्र, THANE. पिन कोड:-421301 पॅन नं:-ABSFA2167M
(8) दस्नगेवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्याम, प्रतिवादिचे नाव व पत्ता	1): नाव:-द्विगलाल रामनिहोरा गुमा वय:-49; पत्ता:-प्लॉट नं: रूम नं. 372, माला नं: -, इमारतीचे नाव: -, ब्लॉक नं: गल्ली नं. 4, रोड नं: जलप्रभात झोपडपट्टी मंग, रमावार्डे ऑवेडकर नगर, घाटकोपर पूर्व, मुंबई, महाराष्ट्र, MUMBAI. पिन कोड:-400075 पॅन नं:-APBPG2399L 2): नाव:-विशाल द्विगलाल गुमा वय:-24; पत्ता:-प्लॉट नं: रूम नं. 372, माला नं: -, इमारतीचे नाव: -, ब्लॉक नं: गल्ली नं. 4, रोड नं: जलप्रभात झोपडपट्टी मंग, रमावार्डे ऑवेडकर नगर, घाटकोपर पूर्व, मुंबई, महाराष्ट्र, MUMBAI. पिन कोड:-400075 पॅन नं:-CTWPG3150Q 3): नाव:-विक्रम द्विगलाल गुमा वय:-24; पत्ता:-प्लॉट नं: रूम नं. 372, माला नं: -, इमारतीचे नाव: -, ब्लॉक नं: गल्ली नं. 4, रोड नं: जलप्रभात झोपडपट्टी मंग, रमावार्डे ऑवेडकर नगर, घाटकोपर पूर्व, मुंबई, महाराष्ट्र, MUMBAI. पिन कोड:-400075 पॅन नं:-CNSPG7596N
(9) दस्नगेवज करून दिल्याचा दिनांक	20/01/2024
(10) दस्न नोंदणी केल्याचा दिनांक	20/01/2024
(11) अनुक्रमांक, खंड व पृष्ठ	1468/2024
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	438000
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेरग	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

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

