

## AGREEMENT FOR SALE

This Agreement for sale is made and executed at Navi Mumbai on \_\_\_\_ day of March 2023

### BETWEEN

M/S. AKSHAR REALTORS, a registered partnership firm, (PAN: AAQFA7737E) having its registered office at Office No. 0047, Ground Floor, O-Wing, Akshar Business Park, Plot No. 03, Sector 25, Vashi, Navi Mumbai through its partner MR. SHAILESH B. ARETHIYA (the "Promoter") (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include the Partner or Partners for the time being of the said firm, their survivor or survivors, heirs, executors, administrators and assigns of such last survivor) of the ONE PART

### AND

MR. HARI B. MUJAT, individual aged about 42 years (PAN No. AFZPM9318P) & MRS. SHREYA HARI MUJAT aged about 38 years (PAN No. ALEPM1388C), residing at B-2403, Shreeji Heights, Plot No.1, 1A, 1B & 1C, Sector 46A, Seawoods, Nerul, Navi Mumbai 400706, (the "Allottee") (which expression shall unless repugnant to the context or meaning thereof shall deem to mean and include his/her/their respective legal heirs/executors, administrators, permitted successors, assigns and nominees) of the OTHER PART.

The Promoter and Allottee are collectively hereinafter referred to as "Parties"

### WHEREAS:

- A. By a Scheme "MM-I/01/Nerul & Sanpada/2016-17" the City and Industrial Development Corporation of Maharashtra Limited (the "CIDCO") had invited Tender for the Plot No.7 admeasuring 5121.70 Sq. Meters or thereabout situated at sector 13, Sanpada, Navi Mumbai (the "Said Tender Plot") on "Lease of Residential Cum Commercial Plot" basis on lease for a period of 60 years with right to Develop the said tender plot as permissible under General Development Control Rule of Navi Mumbai. The Promoter submitted the tender for the said Tender Plot and paid EMD of Rs.3,98,26,340/- for the same. The CIDCO vide an open auction on 02/06/2016 accepted the tender of the Promoter being the highest bidder at Rs.3,07,555/- per Sq. Meters.
- B. Vide "Allotment letter" dated 25/8/2016 issued by CIDCO bearing reference no. 70001587/90042009/322 (the "Allotment Letter") allotted said tender plot to the

xiv) Amended Commencement Certificate dated 21.09.2022 bearing no. NMMC/TPO/BP/2943/2022

- O. The Allottee has taken inspection of the aforesaid documents and writings including, sanctioned plans, and other relevant documents and have perused RERA portal and the Allottee has visited the site of construction and made himself/ herself familiar with the terms and conditions imposed by the CIDCO, NMMC and other relevant authorities. The Allottee/s binds himself/herself/themselves to adhere with terms and conditions of the above documents. Besides a copy of all such documents are available at the site Flat & head Flat and is available for verification by the Allottee after giving a reasonable notice.
- P. The Allottee applied to the Promoters for allotment of Flat No. 3001 on 30<sup>th</sup> floor, in 'A' Building, admeasuring about 242.225 Sq. meters of carpet area (the "said Flat"), alongwith other area such as Flowerbed adm. approx. 22.500 sq. meters and terrace approx. 4.350 sq. mtrs. area, which is more particularly described in "Third Schedule". A copy of Floor Plan is appended hereto as Annexure "D" and the said Flat is marked separately in the floor plan. The aggregate of carpet area and aforesaid other area is the "**Gross Usable Area**" totaling to 269.075 sq. meters available for use by the Allottee.
- Q. The RERA carpet area shall mean the net usable floor area of an apartment including the area covered by the internal partition walls of the apartment and gross usable carpet area means the RERA carpet area along with area covered by the external walls, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee or verandah area and exclusive open terrace appurtenant to the said Flat for exclusive use of the Allottee.
- R. The Allottee has offered to pay to the Promoter a sum of **Rs. 12,00,00,000/- (Rupees Twelve Crore Only)** as consideration for transferring the said Flat in name of Allottee which the Promoter has accepted upon such terms and conditions as contained in this agreement. Before the execution of these present the Allottee has paid to the Promoter a sum of **Rs.5,00,000/- (Rupees Five Lakh Only)** being "booking advance" of the said Flat agreed to be sold by the Promoter to the Allottee the receipt whereof the Promoters do hereby admit and acknowledge. The Allottee has agreed to pay to the Promoter balance consideration of **Rs.11,95,00,000/- (Rupees Eleven Crore Ninety Five Lakh only)** in the manner agreed in this agreement.

- S. Now, in accordance with section 13 of the RERA the parties have accordingly decided to record their agreement in writing for transfer of said Flat upon the terms and conditions hereinafter appearing.

**NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**1. PROJECT:**

- 1.1 The Promoter shall under normal conditions develop the said project in accordance with the plans, designs, specifications finally approved by the competent authority with only such variations as may be required to utilize the total FSI and as approved by the competent authority or the Government.
- 1.2 If required by competent authority or Government, the Promoter shall carry out minor modifications as may be deemed fit. The Promoter shall also be entitled to carry out the amendment to the plan resulting in any addition / alteration to the existing floors due to additional FSI being available or otherwise. In all other cases the Promoter shall seek prior consent of the Allottee, if such addition / alteration are adversely affecting the Flat allotted to the Allottee.
- 1.3 The Promoter has represented under this agreement that it is entitled to develop the said Plot by utilizing the total FSI of 25,001.292 sq. meters available on the said plot. Accordingly, the Allottee has given its consent to the Promoter to develop the said project plot by utilizing total potential FSI of 25,001.292 sq. meters which has been obtained by promoter from NMMC.

**2. DESCRIPTION OF FLAT:**

- 2.1 The Allottee hereby agrees to purchase from Promoter and Promoter hereby agree to sell to Allottee **Flat No. 3001** on **30<sup>th</sup> floor**, in **'A' Building**, admeasuring about **242.225 Sq. meters** of carpet area (the "**said Flat**"), alongwith other area such as **Flowerbed adm. approx. 22.500 sq. meters** and **terrace approx. 4.350 sq. mtrs. area**, area, which is more particularly described in "**Third Schedule**". A copy of Floor Plan is appended hereto as **Annexure "D"** and the said Flat is marked separately in the

floor plan. The aggregate of carpet area and aforesaid other area is the "**Gross Usable Area**" totaling to **269.075 sq. meters** available for use by the Allottee.

## 2.2 Shell Flat without Internal Amenity:

2.2.1 The Allottee has requested the Promoters to handover a shell flat with unfinished wall surface without carrying out any internal work either of flooring, painting, electrical and plumbing works. The Allottee will carry out all the aforesaid internal work at his/her/their own cost, risk and effort after the Promoters have handed over the physical possession of the said flat to the Allottee.

2.2.2 The Promoter has given the appropriate discount to Allottee as the Allottee will be carrying out certain internal amenity work at their own costs and accordingly consideration of the flat has been determined after reduction of the cost of certain internal amenities.

2.2.3 The Allottee shall keep deposit with the Promoter a refundable deposit amount as determined by the Promoter as a security for carrying out internal work in the said Flat. The said deposit amount shall be refunded by the Promoter to the Allottee after completion of the work subject to deduction towards damages to common area/amenities/open space or any part of the building premises.

2.2.4 The Allottee shall strictly adhere to the terms and conditions of the agreement while carrying out the said internal work. The Allottee hereby agree, declare and confirm that while carrying out the said internal / interior work in the said flat, the Allottee shall not disturb any RCC membrane of the said flat in any manner whatsoever and if any damage is caused to the said building or any of the common areas then it shall be restored by the Allottee at his/her/their own cost or in the alternative the Promoters shall carry out the necessary repairs / restoration and forward all the expenses to the Allottee, who then shall bear and pay the same within 7 days of the receipt of the intimation from the Promoters or in alternative the Promoter shall deduct the said expenses from deposit amount of the Allottee.

arrangements whether written or oral, if any, between the Parties in regard to the said Flat, as the case may be.

31 **JURISDICTION:**

All disputes concerning this agreement shall be subject to the jurisdiction of courts in Navi Mumbai.

32 **RIGHT TO AMEND:**

This Agreement may only be amended through written consent of the Parties.

**FIRST SCHEDULE**

**SAID PLOT**

All that piece and parcel of plot bearing Plot No. 07, admeasuring 4902.410 Sq. Meters and thereabouts situated at Sector 13, Sanpada, Taluka – Thane & District - Thane and bounded as under:

On or towards North by : Plot No. 7A

On or towards South by : Plot No. 8

On or towards East by : 15.00 mtr Wide Road

On or towards West by : Palm Beach Marg

**SECOND SCHEDULE**

**SAID PROJECT**

The structure known as (i) Building 'A' being residential cum commercial building of Ground floor plus 33 upper floors utilizing of 5.6 FSI [(On Ground Floor — 15 Commercial unit + Stilt) + (1 showroom on 1<sup>st</sup> Floor (Commercial) + Podium Parking) + (on 2<sup>nd</sup> to 4<sup>th</sup> Floor having Podium Parking) + (5th Floor having Podium + RG + Swimming Pool+ Fitness Center + Society office) + (6th to 32<sup>nd</sup> floor Residential having 54 flats) + (33th Floor having Amenities Area )] and residential Building 'B' of Ground floor plus 24 upper floors (Ground to 5th consisting of

mechanical parking) plus 19 upper floors having 19 flats, both together having Residential Built Up Area of 23813.864 Sq. Meters for 73 residential flats + Commercial Built Up Area of 911.619 Sq. Meters on the said plot in the project known as "ONE AKSHAR" constructed on all that piece and parcel of plot more particularly described in the First Schedule.

**THIRD SCHEDULE**

**SAID FLAT**

**Flat No.3001** admeasuring **242.225 Sq. Mts.** RERA Carpet area alongwith other area such as Flowerbed adm. approx. **22.500 sq. meters** and terrace approx. **4.35 sq. mtrs.** area on the **30<sup>th</sup> floor** of Building 'A' of the Project Known as "ONE AKSHAR" being constructed on the plot more particularly described in First Schedule hereinabove.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN**

**SIGNED, SEALED AND DELIVERED**

BY THE WITHINNAMED "PROMOTER"

**M/S. AKSHAR REALTORS**

THROUGH ITS PARTNER

**MR. SHAILESH B. ARETHIYA**

IN THE PRESENCE OF

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_

**SIGNED/ SEALED & DELIVERED**

BY THE WITHINNAMED "ALLOTTEE"

**MR. HARI B. MUJAT**

**MRS. SHREYA HARI MUJAT**

IN THE PRESENCE OF

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_