

534/5384

पावती

Original/Duplicate

Thursday, April 06, 2023

नोंदणी क्र.: 39म

7:44 PM

Regn.: 39M

पावती क्र.: 5772 दिनांक: 06/04/2023

गावाचे नाव: डोंगरे

दस्तऐवजाचा अनुक्रमांक: वसई-5-5384-2023

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: सुर्यकांत कलबाटे - -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2800.00

पृष्ठांची संख्या: 140

एकूण:

रु. 32800.00

आपणास मूळ दस्त, थंडनेल प्रिंट, सूची-२ अंदाजे
7:57 PM ह्या वेळेस मिटेल.


Joint S R Vasai

सह दुय्यम नित्तघक वर्ग-२
वसई क्र. ५

वाजार मुल्य: रु. 3186000/-

मोवदला रु. 3764000/-

भरलेले मुद्रांक शुल्क: रु. 263500/-

1) देयकाचा प्रकार: DHC रकम: रु. 800/-

डीडी/धनादेश/पि ऑर्डर क्रमांक: 0604202303130 दिनांक: 06/04/2023

वेंकेचे नाव व पत्ता:

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

डीडी/धनादेश/पि ऑर्डर क्रमांक: 0604202302343 दिनांक: 06/04/2023

वेंकेचे नाव व पत्ता:

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

डीडी/धनादेश/पि ऑर्डर क्रमांक: MH017474510202223E दिनांक: 06/04/2023

वेंकेचे नाव व पत्ता:



4/6/2023

सूची क्र.2

दुय्यम निबंधक : मद्र दु.नि.वर्ग 5

दम्न क्रमांक : 5384/2023

नोंदणी :

Regn.63m

गावाचे नाव : डोंगरे

| वेलेखाचा प्रकार | करारनामा |
|--|--|
| गोबदला | 3764000 |
| वाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकारागणी देतो की पट्टेदार ते नमुद करावे) | 3186000 |
| भू-मापन,पोटहिम्मा व घरक्रमांक(अमल्याम) | 1) पालिकेचे नाव:पालघर इतर वर्णन : , इतर माहिती: सदतिका नंबर 201,मजला 2,विंग- ई,स्वतंत्रीज विंगर एन्डनु एन1 एन2 अँड एन4 विंग ई अँड एफ अँड गिटेल् विळिंडग,विंगर पश्चिम,मीजे डोंगरे विभाग -1/1(सदतिकाचे एकूण क्षेत्रफळ -39.81 चौ मी बांधीव)((Survey Number : 5/1, 5/2, 5/3, 5/4, 5/5/A, 5/5/B, 5/5/C, 5/5/D, 5/5/E, 5/6, 5/7, 5/8. ;)) |
| क्षेत्रफळ | 1) 39.81 चौ.मीटर |
| आकारणी किंवा जुडी देण्यात असेल तेव्हा. | |
| दम्नगवज करून घेणा-या/नविहून टेवणा-या काराचे नाव किंवा दिवाणी न्यायालयाचा मनामा किंवा आदेश अमल्याम,प्रतिवादिचे नाव पत्ता. | 1): नाव:-किस्टोन इन्फ्रास्ट्रक्चर प्रा लि चे ऑथरिटी मिग्रेटरी मनीप रन्धेव तर्फे मुख्याय अतुल मम्मना - - वय:-42; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 702 नटगज वेस्टर्न एक्सप्रेस हायवे एम व्ही रोड जंक्शन अंधर्ग पूर्व , ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुम्बई. पिन कोड:-400069 पॅन नं:-AACCK9904G |
| दम्नगवज करून घेणा-या पक्षकाराचे व किंवा प्राणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्याम,प्रतिवादिचे नाव व पत्ता | 1): नाव:-सूर्यकांत कलवाटे - - वय:-50; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: रूम नं-121, श्री गणेश वेलफेयर सोमायटी, शिवाजी नगर नं-2, किशोर कुमार गांगुली मार्ग, जुहू तारा रोड, मांताकूज (पश्चिम) मुंबई . ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुम्बई. पिन कोड:-400049 पॅन नं:-ALMPK4671L 2): नाव:-भारती सुर्यकांत कलवाटे - - वय:-48; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: रूम नं-121, श्री गणेश वेलफेयर सोमायटी, शिवाजी नगर नं-2, किशोर कुमार गांगुली मार्ग, जुहू तारा रोड, मांताकूज (पश्चिम) मुंबई . ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुम्बई. पिन कोड:-400049 पॅन नं:-CIFPK4659C |
| दम्नगवज करून दिल्याचा दिनांक | 06/04/2023 |
| दम्न नोंदणी केल्याचा दिनांक | 06/04/2023 |
| 1)अनुक्र.मांक,खंड व पृष्ठ | 5384/2023 |
| 2)वाजारभावाप्रमाणे मूद्रांक शुल्क | 263500 |
| 3)वाजारभावाप्रमाणे नोंदणी शुल्क | 30000 |
| 4)अंश | |


 सह दुय्यम निबंधक वर्ग-२
 तसई दि. ५

व्यांकनामाठी विचारात घेतलेला तपशील:-

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

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AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") is made at Virar this 6th day of April, 2023

BETWEEN

KEYSTONE INFRASTRUCTURE PRIVATE LIMITED a company, incorporated under the provisions of the Companies Act, 1956 and deemed existing under the provisions of Companies Act, 2013, and having its registered office at 702, Natraj, M.V. Road Junction, Western Express Highway, Andheri (East), Mumbai 400069, 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 its successors and assigns) of the **ONE PART**;

AND

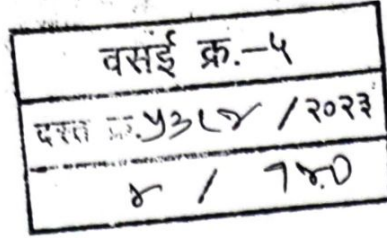
MR. SURYAKANT KALBATE & MRS. BHARATI SURYAKANT KALBATE resident of **ROOM NO. 121, SHREE GANESH WELFARE SOC, SHIVAJI NAGAR NO.2, KISHOR KUMAR GANGULI MARG, JUHU TARA ROAD, SANTACRUZ (WEST) 400049** hereinafter referred to as "**the Allottee**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and permitted assigns) of the **OTHER PART**;

(The Promoter and the Allottee are hereinafter collectively referred to as "**the Parties**", and individually as a "**Party**").



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WHEREAS:

- A. Enigma Constructions Private Limited, a Company incorporated under the Companies Act, 1956, having its registered office at 702, Natraj, MV Road Junction, Western Express Highway, Andheri (East), Mumbai 400 069 (since amalgamated with Keystone Realtors Limited ("KRL") as hereinafter recited) (hereinafter referred to as the "Predecessor-in-title"), and Evershine Developers ("Evershine"), are jointly seized and possessed of or otherwise well and sufficiently entitled, as tenants-in-common, in equal one-half (1/2) shares, to the contiguous pieces or parcels of freehold non-agricultural lands, admeasuring in the aggregate approximately 8,78,781.01 square meters, bearing new Survey nos. 5/1, 5/2, 5/3, 5/4, 5/5/A, 5/5/B, 5/5/C, 5/5/D, 5/5/E, 5/6, 5/7, 5/8, situate, lying and being at Village Dongare (Dongar Pada) also known as Village Narangi, District Thane, more particularly described in **Part 1 of the First Schedule** hereunder written and shown surrounded by red coloured boundary line on the sanctioned Lay-out Plan hereto annexed and marked **Annexure "1"** (hereinafter collectively referred to as the "**Larger Land**"); KRPL and Evershine are hereinafter referred to as "**Co-Owners**".
- B. The Larger Land is within the limits of the Vasai-Virar City Municipal Corporation (hereinafter referred to as the "VVCMC");
- C. Certain portions of the Larger Land are reserved/earmarked under the approved Development Plan of the Virar - Vasai Sub-Region, i.e., for D.P. Roads and D.P. Reservations for Play Grounds, Schools, Colleges, Recreation Ground, CFCs, Market, Parking Areas, Channels, etc. The aforesaid reserved Portions are hereinafter collectively referred to as the "**Amenity Plots**";
- D. The Lay-out Plan ("**the Plan**") and the Building Plan for the development of the Larger Land have also been approved by the City and Industrial Development Corporation of Maharashtra Limited (hereinafter referred to as "**CIDCO**") by 282 (Two Hundred and Eighty-two) Commencement Certificates issued in the year 2008 (hereinafter collectively referred to as the "**Commencement Certificates**") issued by CIDCO / VVCMC / Planning Authority; D.P. Roads, and non D.P. Roads, Internal / Access Roads, (hereinafter referred to as the "**Infrastructure**") are required to be



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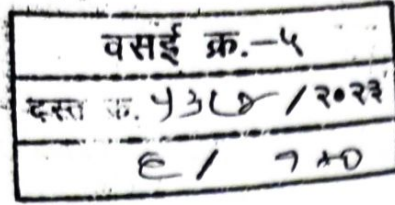
constructed on the Larger Land in accordance with the Plan and for which the infrastructure work is in progress;

- E. The Environmental Clearance Certificate bearing No. 21-544/2006-1A-III dated 13th March, 2007 of the Union Ministry of Environment and Forests, Government of India, for the development of the Larger Land in accordance with Environment Impact Assessment Notification S. O. (E), dated 27th January, 1994 read with the Amendment notified on 7th July, 2004 vide Notification S. C. 801(E) (hereinafter referred to as the "GOI Environmental Certificate") has been obtained;
- F. Under a Joint Venture Agreement dated 20th March 2009, executed by and between the Co-owners and registered in the Office of the Sub-Registrar of Assurances, vide Serial no. 1996 of 2009 (hereinafter referred to as the "Joint Venture Agreement") the Parties to the Joint Venture Agreement agreed to jointly develop the Larger Land, inter alia, with a view to setting up and constructing a Residential-cum-Commercial Complex thereon to be known as "Rustomjee - Evershine Global City" to be undertaken in a phase-wise manner by constructing Residential Buildings (comprising of flats, shops, car parking spaces and garages) and Commercial Buildings (comprising of offices, shops, car parks and garages) on the Larger Land through utilization of the full potential of the Land through utilization of the existing, new and additional F.S.I. and Compensatory F.S.I. and Transferable Development Rights (hereinafter referred collectively to as "FSI/TDR") which may be applicable/permissible/ available in respect of the Larger Land from time to time in accordance with the sanctioned Plan, as may be modified from time to time and the Commencement Certificates and further Commencement Certificates to be issued by CIDCO / VVCMC / Planning Authority, from time to time and to undertake related and incidental activities including the following:-
- (a) Formation of a co-operative housing society of the allottees of built-up areas in such building under the provisions of the Maharashtra Co-operative Societies Act, 1960 or such other entity and organization (hereinafter collectively referred to as the "Societies and Organizations" and individually referred to as the "Society and Organization") of area in such building as may be determined by the Co-Owners and permissible in law;

[Handwritten Signature]



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- (b) Execute in favour of the Society/ies and Organizations, a Conveyance cum Lease in perpetuity in respect of the Avenue L1, L2 and L4 Land (defined hereinbelow) and or portion of the Avenue L1, L2 and L4 Land on which such buildings are constructed thereon as hereinafter provided;
- (c) Setting up of a Corpus Fund from the mandatory contributions to be made by all allottees of areas for the Maintenance and Repair of the Infrastructure and Common Amenities and Facilities to be managed by the Co-Owners pending formation of an Apex Body (defined hereinbelow);
- (d) Formation of a Federal Society (or other apex entity) of Societies and Organizations as may be determined by the Co-Owners in accordance with applicable law (hereinafter referred to as the "Apex Body") inter alia for the purpose of Repair and Maintenance of the Infrastructure;
- (e) Only upon the completion of the entire development of the said Avenue L1, L2 and L4 Land (defined hereinbelow) by utilization of the fullest, present or future FSI and TDR thereof and upon completion of the entire scheme of development of the said Avenue L1, L2 and L4 Land in accordance with the scheme introduced by the Government, CIDCO / VVCMC / Planning Authority or any other statutory bodies/authorities and on receipt of the entire consideration from all the flat/shop allottees in all the buildings to be constructed on the said Avenue L1, L2 and L4 Land in accordance with their respective agreements to jointly execute a single Deed of Conveyance in favour of the Apex Body of the reversionary rights of the Co-Owners in the Avenue L1, L2 and L4 Land;



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- G. By an Agreement dated 13th October 2012, made by and between the Co-Owners, and registered with the Sub-Registrar of Assurances at Vasai-Virar City Municipal under Serial no. Vasai - 2/9924 of 2012, on 15th October, 2012 (hereinafter referred to as the "Inter-se Agreement") the Co-Owners have jointly and mutually agreed to the division and distribution of the said part of the Development Potential that is 29,39,133.77 square feet between themselves in equal shares to the intent and effect that Evershine will be absolutely and exclusively entitled to part of the Development Potential aggregating to 14,69,566.88 square feet as per details set out in Part I of the Second Schedule thereunder written (hereinafter referred to as "Evershine's FSI") and KRPL shall be absolutely and exclusively entitled to part of the Development Potential aggregating to 14,69,566.88 square feet as per details set out in Part II of the Second Schedule there under written (hereinafter referred to as "KRPL's FSI"), and that each of them that is, Evershine and KRPL are and shall be entitled to exclusively and separately exploit their respective shares being Evershine's FSI and KRPL's FSI in the construction of residential buildings to be constructed on portions of the Larger Land.
- H. By and under an Order dated 7th November 2014, passed in Company Petition Nos. 403 to 411 in the Hon'ble Bombay High Court, the Predecessor-in-title was duly amalgamated with KRPL, whereby all assets, properties, liabilities and obligations of the Predecessor-in-title including its one-half undivided share, right, title and interest in the Larger Lands vested absolutely and exclusively in KRPL, in the manner as stated therein;
- I. By and under an order dated 13th April 2018 passed by the National Company Law Tribunal, Mumbai Bench under Company Scheme Petition Nos. 106/230-232/NCLT/MB/MAH/2018, the Tribunal allowed the arrangement of a Scheme sought by KRPL under sections 230-232 of the Companies Act, 2013 by virtue of which KRPL demerged the Promoter in terms of the Scheme.

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THE FIFTH SCHEDULE ABOVE REFERRED TO:
("Meaning of the Terms and Expressions defined in this Agreement")

| Sl. No. | Terms and Expression | Meaning and Definition |
|---------|--|--|
| 1. | Name, address and email id of the Promoter | Name: Keystone Infrastructure Pvt. Ltd. Address: 702, Natraj, M.V. Road Junction, Western Express Highway, Andheri (East), Mumbai - 400069 Email id: customercare.globalcity@rustomjee.com |
| 2. | Name, address and email id of the Allottee | Name: MR. SURYAKANT KALBATE & MRS. BHARATI SURYAKANT KALBATE Address: ROOM NO. 121, SHREE GANESH WELFARE SOC, SHIVAJI NAGAR NO.2, KISHOR KUMAR GANGULI MARG, JUHU TARA ROAD, SANTACRUZ (WEST) 400049 Email id: suryakantkalbate304@gmail.com |
| 3. | Said Building and Wing | Rustomjee's Virar Avenue L1, L2 and L4 Wings E & F |
| 4. | Said Wing | Wing " E " |
| 5. | Real Estate Project | Rustomjee's Virar Avenue L1, L2 and L4 Wings E & F and Retail Building |
| | (a) RERA Certificate | Certificate bearing no. P99000020234 Dated 09.09.2021 |
| | (b) Floor Composition | The Real Estate Project shall comprise of 2 Residential Buildings comprising each of Ground + 14 upper floors / habitable floors and a Commercial building comprising of Gr + 4 floors. |

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| | (c) FSI Consumption | FSI sanctioned till date is 4847.85 square meters for Wing E FSI sanctioned till date is 4847.85 square meters for Wing F |
| 6. | Development Permission | VVMC/TP/RDP/VP-0453/221/2019-20 dated 27.11.2019 and as amended from time to time |
| 7. | the said Premises | Flat bearing No. 201 on 2 nd floor of the said Wing / Real Estate Project and admeasuring 30.74 square meters (carpet area) equivalent to 330.88 square feet (carpet area) of the Project known as "Rustomjee's Virar Avenue L1, L2 and L4 Wing E & F and Retail". The exclusive areas appurtenant to the said Premises admeasure 5.45 square meters equivalent to 58.66 square feet. |
| 8. | Parking Space | 1(ONE) |
| 9. | Sale Consideration | Rs. 37,64,000/- (Rupees Thirty Seven Lakhs Sixty Four Thousand Only) |
| 10. | Possession Date | Ready Possession |
| 11. | the said Account | Keystone Infrastructure Private Limited L1-L2-L4 WING E & F A/c no. 777705009908 |

| | |
|-----|--------------------|
| 12. | Mortgage Financial |
| 13. | Said No |
| 14. | PAN |

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| Particulars |
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| Token/Part of |
| Balance App |
| Within in 15 |
| On Possessi |
| Total |



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| 12. | Mortgagee Bank / Financial Institution | Tata Capital Housing Finance Limited |
| 13. | Said Nominee | — |
| 14. | PAN | (A) Promoter: AACCK9904G (B) Allottee: ALMPK4671L / CIFPK4659C |

THE SIXTH SCHEDULE ABOVE REFERRED TO

("schedule / manner of payment of Sale Consideration by the Allottee to the Promoter")

| Particulars | Payment Due (% of Sale Consideration) |
|---|---|
| Token/Part of application fee | 51,000/- |
| Balance Application fee within 15 days of token | 3,25,400/- |
| Within in 15 days from execution of agreement | 31,99,400/- |
| On Possession | 1,88,200/- |
| Total | Rs. 37,64,000/- |

Placed under



Subbate