

AGREEMENT FOR SALE

THIS AGREEMENT is made at Mumbai this ____ day of _____, 2023

BETWEEN

KANAKIA FUTURE REALTY PRIVATE LIMITED (comprising of Real Estate Undertaking of Kanakia Spaces Realty Pvt Ltd demerged under Demerger Order dated 16th July, 2021) a company incorporated under the provisions of the Companies Act, 1956 and deemed existing under the Companies Act, 2013 having its registered office at Kanakia Future City, Residential Building No. 2, CTS No. 101, Village Tirandaz, Powai, Mumbai – 400 076, 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

Ms. Utshah Sharma having her address at **Flat No. B 1404, 14th Floor, Castle Rock, Hiranandani Garden, Powai Mumbai 400076**, hereinafter referred to as "**the Allottee/s**", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the coparcenary and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and the heirs, executors and administrators of the last surviving Trustee and his or her assigns and in case of a body corporate/company its successors and permitted assigns) of the **OTHER PART**

WHEREAS:

- A. The Promoter is the developer of and has acquired valid binding and subsisting development rights with respect to all that piece and parcel of land admeasuring in the aggregate approximately 7,215 square meters bearing New C.T.S. No.101/1(part) and which is more particularly described in **Part A of the First Schedule** hereunder written and is hatched in **blue** colour boundary line on the plan annexed and marked as **Annexure "1A"** hereto ("**the Phase 1 Land**"). The Phase 1 Land is owned by Skyline Mansions Private Limited, an existing company under the Companies Act, 2013 having its registered office at Skyline 101, Near Ayyappa Temple, Behind Hiranandani Hospital, I.I.T., Powai, Mumbai 400 076 ("**SMPL**").
- B. The Promoter is the owner of and is seized and possessed of and is otherwise well and sufficiently entitled to all that piece and parcel of land admeasuring in the aggregate approximately 25,887 square meters bearing New C.T.S. No.101/1(part) and which is more particularly described in the **Part B of the First Schedule** hereunder written and is hatched in **yellow** colour on the plan annexed and marked as **Annexure "1A"** hereto ("**the Phase 2 Land**").
- C. The Phase 1 Land and Phase 2 Land collectively admeasure in the aggregate approximately 33,102 square metres and are hereinafter collectively referred to as "**the Larger Land**" and are collectively described in **Part C of the First Schedule** hereunder written.
- D. The Larger Land forms part of land collectively admeasuring approximately 58,516 square metres and shown delineated in a **red** colour boundary line on the plan annexed and marked as **Annexure "1A"** hereto and described more particularly in **Part D of the First Schedule** hereunder written and hereinafter referred to as "**the Residential Zone Land**". The Residential Zone Land forms part of a composite layout of land admeasuring approximately 1,03,292.036 square metres as per title deeds and 7/12 extracts and approximately 94,206.87 square metres as per P.R. Cards and shown delineated in a **green** colour boundary line on the plan annexed and marked as **Annexure "1A"** hereto and described more particularly in **Part E of the First Schedule** hereunder written
- E. The Promoter is presently undertaking the composite development of the Larger Land.

the Apex Body with respect to a portion of the Larger Land and the Whole Project Amenities (defined below) and, is more particularly mentioned at Clause 10.3 below.

- (xv) The statutory approvals may require the Promoter to hand over certain stipulated percentage of the Larger Land to the concerned authorities or develop the same as public amenity. The Promoter shall determine and identify the portion and location of the Larger Land to be handed over for complying with the terms and conditions of statutory approvals. The portion of the Larger Land left over after handing over the stipulated percentage if any, to the MCGM or statutory authority, set back land, reservations would be available for transfer to the Apex Body as mentioned at Clause 10.4 below.
 - (xvi) The Promoter would be entitled to aggregate any contiguous land parcel including the Phase 3 Land with the development of the Larger Land, as provided under the Provision to Rule 4(4) of the RERA Rules (defined below).
 - (xvii) The Promoter is entitled to amend, modify and/or substitute the proposed future and further development of the Larger Land ("**Proposed Future and Further Development of the Larger Land**"), in full or in part, as may be required by the applicable law from time to time.
- J. The development of the Whole Project earlier known as '**KANAKIA FUTURE CITY**' shall now known as '**KANAKIA - SILICON VALLEY**' *inter alia*, shall comprise of maximum 12 (twelve) Towers, out of which Towers A, B,C,D and E are presently being developed by the Promoter and further Towers / buildings / structures / wings may be developed by the Promoter in a phase-wise manner in future as it may deem fit and as disclosed in this Agreement. The Promoter has proposed to register each Tower separately as a "real estate project" and accordingly Tower F has been registered as a 'real estate project' known as '**KANAKIA Silicon Valley F**' ("**the Real Estate Project**") with the Maharashtra Real Estate Regulatory Authority ("**Authority**"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("**RERA**") read with the provisions of the 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 ("**RERA**

Property Register Card bearing Survey No.38 Hissa No.2 and bearing New C.T.S. Nos.101/1 to 101/8 lying, being and situate at Village Tirandaz in Taluka Kurla within the Registration District of Mumbai Suburban and within the limit of 'S' Ward of the Municipal Corporation of Greater Mumbai and shown delineated in a green colour boundary line on the Plan annexed at Annexure "1A" hereto.

THE SECOND SCHEDULE REFERRED HEREINABOVE

[Description of the Phase 3 Land]

All that piece and parcel of land admeasuring 25,414.11 square meters bearing Survey No. 38 Hissa No.2(part) and New C.T.S. No.101/1(part) and New C.T.S. Nos.101/3 to 101/7 lying, being and situate at Village Tirandaz in Taluka Kurla within the Registration District of Mumbai Suburban and within the limit of 'S' Ward of the Municipal Corporation of Greater Mumbai and shown shaded in gray colour on the plan annexed hereto and marked as Annexure "1A".

THE THIRD SCHEDULE REFERRED HEREINABOVE

Part A

[Real Estate Project Specifications]

The construction and development of the Real Estate Project is presently sanctioned in the manner stated *inter-alia* in the IOD and CC (both defined above), which shall be amended, modified, revised, varied, changed from time to time. Without prejudice to its right to amend, modify, revise, vary and change the aspects, including the height of the floors and the podium, of the Real Estate Project, the Promoter may

- (i) construct the said Real Estate Project comprising of Basement, 3 level podium having residential units, residential units at the stilt level, 29th (Twenty Nine) upper habitable floors and Duplex residential Unit/s partly constructed on the 29th upper habitable floor and partly on 30th (Part) upper habitable floor and Terrace on the 30th (Part) upper floor, subject to height approval of 179 meters Above Mean Sea Level (AMSL) from the concerned Government authorities;

OR

- (ii) construct the said Real Estate Project comprising of Basement, 3 level podium having residential units, residential units at the stilt level, 29th (Twenty Nine) upper habitable floors and Terrace, subject to height approval of 179 meters AMSL from the concerned Government authorities;

OR

- (iii) construct the said Real Estate Project comprising of Basement, 3 level podium having residential units, residential units at the stilt level, 26th (Twenty Six) upper habitable floors and Duplex residential Unit/s partly constructed on the 26th Upper habitable floor and partly on 27th (Part) Upper habitable floor and Terrace on the 27th (Part) upper floor, subject to height approval of 167 meters AMSL from the concerned Government authorities;

OR

- (iv) construct the said Real Estate Project comprising of Basement, 3 level podium having residential units, residential units at the stilt level, 26th (Twenty Six) upper habitable floors and Terrace, subject to height approval of 167 meters AMSL from the concerned Government authorities;

OR

- (v) construct the said Real Estate Project comprising of Basement, 3 level podium having residential units, residential units at the stilt level, 24 (Twenty Four) upper habitable floors and Duplex residential Unit/s partly constructed on the 24th Upper habitable floor and partly on 25th (Part) Upper habitable floor and Terrace on the 24th upper floor, subject to height approval of 160 meters AMSL from the concerned Government authorities;

OR

- (vi) construct the said Real Estate Project comprising of Basement, 3 level podium having residential units, residential units at the stilt level, 24 (Twenty Four) upper habitable floors and Terrace, subject to height approval of 160 meters AMSL from the concerned Government authorities;

OR

- (vii) construct the said Real Estate Project comprising of Basement, 3 level podium having residential units, residential units at the stilt level, up to 30 - 33 (Thirty to Thirty Three) upper habitable floors and Terrace, subject to height approval of 191 meters AMSL from the concerned Government authorities.

Part B

[Real Estate Project FSI details]

Total FSI of 20365.74 square metres is proposed to be utilized for the Real Estate

THE SEVENTH SCHEDULE ABOVE REFERRED TO
[Meaning of certain terms and expressions]

Sr. No.	Terms and Expressions	Meaning
1.	Said Premises	Flat No. 2001 on the 20 th floor of the Real Estate Project being KANAKIA SILICON VALLEY F.
2.	Carpet area of the said Premises as per RERA	93.27 sq.mtrs with excluding balcony area admeasuring 3.80 sq.mtrs
3.	Sale Price	Rs. 3,27,43,596/- (Rupees Three Crore Twenty Seven Lakḥ(s) Forty Three Thousand Five Hundred Ninety Six Only)
4.	Part Payment towards the Sale Price paid prior hereto	Rs. 32,74,360/- (Rupees Thirty Two Lakh(s) Seventy Four Thousand Three Hundred Sixty Only)
5.	Bank Account of the Promoter	Kanakia Future Realty Private Limited Collection Escrow Account Kanakia Silicon Valley F - 57500000230004
6.	Car parking space/s	Right to park in 2(Two) car parking space/s in mechanical stack arrangement.
7.	Completion Date	31 st December 2026
8.	Said Nominee	Name: NA Relationship with Allottee/s: NA Address of Nominee: NA
9.	Contact Details	Promoter's email address: crm@kanakia.com Promoter's phone number: 022-35023777 Allottee/s email address: utshahsharmac3@gmail.com Allottee/s phone number: 8657146903
10.	PAN	Promoter's PAN: AAHCK8280E Allottee/s PAN: LBHPS6461G

THE EIGHTH SCHEDULE ABOVE REFERRED TO

PART A

[Schedule of Payment of the Sale Consideration as payable by the Allottee/s]

Sr No.	Milestone	Percentage	Cumulative Percentage	Amount (In Rs.)
1	At the time of Booking (Earnest Money)	9.80%	9.80%	32,08,872
2	On completion of laying Plain Cement Concrete (PCC) for foundation and after Execution & registration of Agreement for Sale.	15.20%	25.00%	66,14,206
3	On initiation of basement	2%	27.00%	9,82,308
4	On initiation of Podium 1	2%	29.00%	9,82,308
5	On initiation of Podium 2	2%	31.00%	9,82,308
6	On initiation of Podium 3	2%	33.00%	9,82,308
7	On Completion of Plinth	2%	35.00%	9,82,308
8	On initiation of 1st residential slab	2%	37.00%	9,82,308
9	On initiation of 2nd residential slab	2%	39.00%	9,82,308
10	On initiation of 3rd residential slab	2%	41.00%	9,82,308
11	On initiation of 4th residential slab	2.50%	43.50%	8,18,590
12	On initiation of 5th residential slab	1.50%	45.00%	4,91,154
13	On initiation of 6th residential slab	1.50%	46.50%	4,91,154
14	On initiation of 7th residential slab	1.50%	48.00%	4,91,154
15	On initiation of 8th residential slab	1.50%	49.50%	4,91,154
16	On initiation of 9th residential slab	1.50%	51.00%	4,91,154
17	On initiation of 10th residential slab	1.50%	52.50%	4,91,154
18	On initiation of 11th residential slab	1.50%	54.00%	4,91,154
19	On initiation of 12th residential slab	1.50%	55.50%	4,91,154
20	On initiation of 13th residential slab	1.50%	57.00%	4,91,154
21	On initiation of 14th residential slab	1.50%	58.50%	4,91,154
22	On initiation of 15th residential slab	1.50%	60.00%	4,91,154
23	On initiation of 16th residential slab	1.50%	61.50%	4,91,154
24	On initiation of 17th residential slab	1.50%	63.00%	4,91,154
25	On initiation of 18th residential slab	1.50%	64.50%	4,91,154
26	On initiation of 19th residential slab	1.50%	66.00%	4,91,154
27	On initiation of 20th residential slab	1%	67.00%	4,91,154
28	On initiation of 22nd residential slab	1%	68.00%	4,91,154
29	On initiation of 23rd residential slab	1%	69.00%	4,91,154
30	On completion of terrace slab	1%	70.00%	4,91,154
31	Completion of the walls, internal plaster, Internal waterproofing and Tiling work of the said Premises	10%	80.00%	16,37,180
32	Completion of Internal Plumbing, Electrical Work of the said Premises	10%	90.00%	16,37,180
33	At the time of offer for handing over of the possession of the said Premises to the Allottee/s on/after receipt of the Occupation Certificate or Completion Certificate with respect to the said Real Estate Project.	10%	100.00%	16,37,180
	Total	100%		3,27,43,596/-

Rules”) MAHARERA No. P51800047422 . The copy of the RERA Registration Certificate is annexed as Annexure “7” herein.

K. By and under a Scheme of Arrangement filed before the National Company Law Tribunal, Mumbai Bench, Kanakia Spaces Realty Pvt Ltd (“KSRPL”), provided that with effect from the appointed date being 1st January, 2020 (“Appointed Date”), all the assets and properties comprised in the real estate undertaking i.e. the whole project herein of KSRPL of whatever nature and wheresoever situated, shall, in accordance with Sections 230 to 232 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013 (collectively “the Act”) without any further act or deed, be and stand transferred to and vested in the transferee company i.e. Kanakia Future Realty Pvt Ltd (“KFRPL”) as a going concern so as to become the assets and properties of KFRPL. Further, upon the coming into effect of this scheme and with effect from the Appointed Date, all liabilities relating to and comprised in the real estate undertaking i.e. the whole project including the present Real Estate Project of KSRPL, including all secured and unsecured debts (whether in Indian rupees or foreign currency), Sundry Creditors, liabilities, (including contingent liabilities), duties and obligations and undertakings related to KSRPL, along with all charge, encumbrance, lien or security thereon, shall be vested in and transferred to KFRPL.

L. With effect from the Appointed Date and upon the Scheme becoming effective, all the development rights, statutory licenses, permissions, approvals and consents to carry on the

Part A: PERSONAL DETAILS

APPLICANT CO

Existing Customer: Yes No

CIF No/ Account No.

First Name

Middle Name

Last Name

Name:

Date of Birth: PAN:

Mobile:

Email:

Name of Spouse:

Name of Father:

Gender: Male Female Third Gender

Marital Status: Single Married Divorced Widowed

Documents of KYC (Minimum one to be filled)

Ahaar / UID No.

Driver ID No.

Passport No.:

Driving License No.

NREGA Job card No.

Address issued by National Population Register Containing Name and Address:

Residential Status: Resident Indian (RI) Non-Resident Indian (NRI)
 Person Of Indian Origin (PIO) Foreign Citizen

DEFENCE PERSONNEL:

Indian Army Indian Navy Indian Air force

OUR SERVICE UNDER:

Defined Benefit Pension New Pension Scheme

Permanent Address:

Current Address:

Address 1:

Address 2:

Address 3:

City:

State:

Pin Code:

Address same as the permanent address Yes No