

370/6503

पावती

Original/Duplicate

Monday, April 10, 2023

नोंदणी क्र.: 39M

11:48 AM

Regn.: 39M

पावती क्र.: 7018 दिनांक: 10/04/2023

गावाचे नाव: घाटकोपर

दस्तऐवजाचा अनुक्रमांक: करल2-6503-2023

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: विनय बळीराम सावंत

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1800.00


पृष्ठांची संख्या: 90

एकूण:

रु. 31800.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

12:02 PM ह्या वेळेस मिळेल.


 सह दु.निबंधक कुर्ला 2

बाजार मूल्य: रु.8939650.765 /-

मोबदला रु.10580963/-

भरलेले मुद्रांक शुल्क : रु. 635000/-

 सह दुय्यम निबंधक कुर्ला-२
 मुंबई उपनगर जिल्हा

1) देयकाचा प्रकार: DHC रकम: रु.1800/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 0804202300890 दिनांक: 10/04/2023

बँकेचे नाव व पत्ता:

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

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH015647376202223E दिनांक: 10/04/2023

बँकेचे नाव व पत्ता:

10 APR 2023



मुळ दस्त परत मिळाला



10/04/2023

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. कुर्ला 2

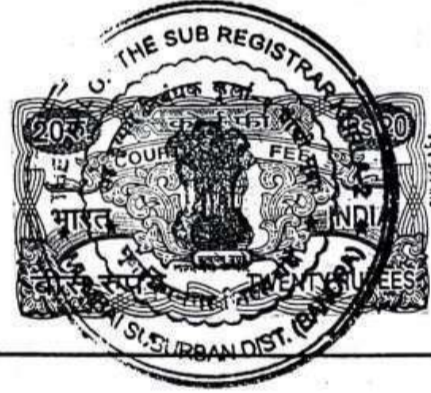
दस्त क्रमांक : 6503/2023

नोंदणी :

Regn 63m

गावाचे नाव : घाटकोपर

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	10580963
(3) बाजारभाव(भाडेपट्टयाच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	8939650.765
(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव:Mumbai Ma.na.pa. इतर वर्णन :सदनिका नं: फ्लॉट नं 1307, माळा नं: 13 वा मजला, इमारतीचे नाव: टॉवर झेस्ट बी,सेंट्रोना झेस्ट-बी, ब्लॉक नं: कामराज नगर ईस्टर्न एक्सप्रेस हायवे, रोड : घाटकोपर पूर्व,मुंबई 400077, इतर माहिती: एमबी लेव्हलवर एक सिंगल कारपार्किंग बेअरिंग स्पेस नं - 43 सहित ---- सदर मिळकतीचे मोजे - घाटकोपर,सिटीएस नं 194 बी(पार्ट)---- सदनिकेचे क्षेत्र 411.830 चौ फूट म्हणजेच 38.260 चौ.मी कारपेटे रेटा प्रमाणे.(रेरा नं पीP51800003201)((C.T.S. Number : 194 B (Part) ;))
(5) क्षेत्रफळ	1) 42.10 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून घेणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-एल अँड टी एशियन रियल्टी प्रोजेक्ट एल एल पी चे प्राधिकृत व्यक्ती जे हरीश कुमार तर्फे कबुलीजवाबाकरिता कु मु म्हणून दीपक प्रधान वय:-61; पत्ता:-प्लॉट नं: ऑफिस, माळा नं: -, इमारतीचे नाव: एल अँड टी हाऊस, ब्लॉक नं: बॅलार्ड इस्टेट, रोड नं: मुंबई, महाराष्ट्र, MUMBAI. पिन कोड:-400001 पॅन नं:-AAEFL7465N 2): नाव:-आर्यमान डेव्हलपर्स प्रायव्हेट लिमिटेड तर्फे मुखत्यार एल अँड टी एशियन रियल्टी प्रोजेक्ट एल एल पी चे प्राधिकृत व्यक्ती जे हरीश कुमार तर्फे कबुलीजवाबाकरिता कु मु म्हणून दीपक प्रधान वय:-61; पत्ता:-प्लॉट नं: ऑफिस, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: ट्रांझिस्ट कॅम्प जवळ, ईस्टर्न एक्सप्रेस हायवे, रोड नं: घाटकोपर पूर्व, कामराज नगर, मुंबई, महाराष्ट्र, MUMBAI. पिन कोड:-400077 पॅन नं:-AAFCA4831M
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-विनय बळीराम सावंत वय:-53; पत्ता:-प्लॉट नं: 301, माळा नं: -, इमारतीचे नाव: ए विंग, जाम्बिन, ब्लॉक नं: 90 फीट रोड, ठाकूर कॉम्प्लेक्स, रोड नं: कांदिवली पूर्व, मुंबई, महाराष्ट्र, मुम्बई. पिन कोड:-400101 पॅन नं:-AQAPS5183N 2): नाव:-अर्चना विनय सावंत वय:-48; पत्ता:-प्लॉट नं: 301, माळा नं: -, इमारतीचे नाव: ए विंग, जाम्बिन, ब्लॉक नं: 90 फीट रोड, ठाकूर कॉम्प्लेक्स, रोड नं: कांदिवली पूर्व, मुंबई, महाराष्ट्र, MUMBAI. पिन कोड:-400101 पॅन नं:-BILPS7761L
(9) दस्तऐवज करून दिल्याचा दिनांक	10/04/2023
(10) दस्त नोंदणी केल्याचा दिनांक	10/04/2023
(11) अनुक्रमांक, खंड व पृष्ठ	6503/2023
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	635000
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेरा	



मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

सह दुय्यम निबंधक कुर्ला-2
मुंबई महानगर जिल्हा

AGREEMENT FOR SALE

[Handwritten signatures]

This AGREEMENT FOR SALE ("Agreement") is made at Mumbai on this 10th day of APRIL, 2023

BETWEEN

[Handwritten signature]

करल - २		
६५०३	६	९०
२०२३		

L&T ASIAN REALTY PROJECT LLP, a limited liability partnership registered under the Limited Liability Partnership Act, 2008, having its registered office at L & T House, Ballard Estate, Mumbai - 400 001 (PAN - AAFL74650) and having its Corporate Office at A. M. Naik Tower, L&T Campus, Gate No. 3, Jogeshwari - Vikhroli Link Rd, Powai, Mumbai 400 072, hereinafter called "PROMOTER-1 /L&T LLP" (which expression shall, unless it be repugnant to the context or the meaning thereof, be deemed to mean and include the partner or partners for the time being and from time to time of the said LLP, the survivors or survivor of them and the heirs, executors and administrators of such surviving partner and their assigns) of the **FIRST PART**;

AND

Aryamaan Developers Private Limited, a Private limited Company incorporated and registered under the provisions of the Companies Act, 1956, and existing under the Companies Act, 2013, having its registered office at Near Transit Camp, Eastern Express Highway, Ghatkopar East, Kamraj Nagar, Mumbai 400 077, (PAN - AAFA4831M), hereinafter called "PROMOTER-2" / "ARYAMAAN" (which expression shall, unless it be repugnant to the context or the meaning thereof, be deemed to mean and include its successors and assigns) of the **SECOND PART**;

AND

Mr. Vinay Baliram Sawant, PAN AQAPS5183N, Mrs. Archana Vinay Sawant, PAN BILPS7761L, having its registered office/place of business/ residing at 301, Jasmine, A-Wing, 90 Feet Road, Thakur Complex, Kandivali (E), Mumbai - 400101, Maharashtra, India, 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 the case of an individual or individuals, his, her or their respective heirs, executors and administrators and permitted assigns; in case of a body corporate, its successors and permitted assigns; in case of a Partnership Firm, the partners for the time being and from time to time constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and their permitted assigns; in case of a Hindu undivided family, the karta and the members/coparceners for the time being and from time to time of the undivided family and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and their permitted assigns; in case of a trust, the trustees for the time being and from time to time of the trust and the survivors or survivors of them and the heirs, executors and administrators of the last survivor of them and their permitted assigns) of the **THIRD PART**.

The Promoter-1 and the Promoter-2 are jointly referred to as "Promoters". The Promoter-1 and Promoter-2 and the Allottee/s are hereinafter collectively referred to as "the Parties", and individually referred to as "part".

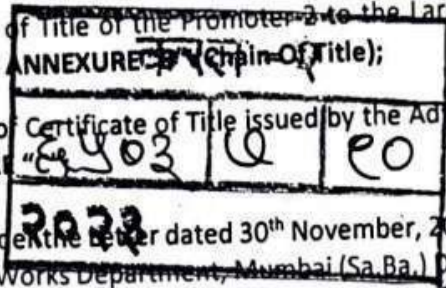
WHEREAS:-



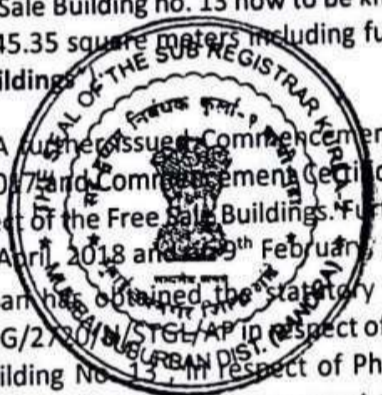
Pursuant to the proposals prepared and submitted for redevelopment of the Slum Societies as a slum rehabilitation scheme under the Slum Act and applicable D. C. Regulations, the SRA issued Annexure II and thereupon issued an amalgamated Letter of Intent bearing nos. SRA/ENG/1560/N/STGL/LOI and SRA/ENG/1253/N/STGL/LOI dated 12th April, 2010, (hereinafter referred to as the "2010 LOI") in the name of Promoter-2. Thereafter, SRA has granted its in-principle approval to the slum rehabilitation scheme and issued its Revised Letter of Intent bearing no. SRA/ENG/1560/N/STGL/LOI & SRA/ENG/1253/N/STGL/LOI dated 9th January, 2017 (hereinafter referred to as the "Revised LOI") in the name of Promoter-2 for all that piece and parcel of lands admeasuring approximately 70,554.42 sq. metres bearing C. S Nos. 194 B (Part), situate, lying and being at of Village Ghatkopar, Mumbai 400077, and more particularly described in the **FIRST SCHEDULE** hereunder written (hereinafter referred to as "Larger Land"), which has been approved and sanctioned for residential use, and which is affected by the Reservations. Copy of the plan delineating the said larger land is annexed hereto and marked as **ANNEXURE "A"**;

[Handwritten signatures]

- B. The Chain of Title of the Promoter-2 to the Larger Land (as defined herein below) has been annexed hereto and marked as ANNEXURE "A" (Chain of Title);
- C. The copy of Certificate of Title issued by the Advocate of the Promoter-1 has been annexed hereto and marked as ANNEXURE "B" (Certificate of Title issued by the Advocate of the Promoter-1);
- D. By and under the letter dated 30th November, 2010 bearing reference no. AA/MUM/Pra.Sha./Ishvi/6008 addressed by Public Works Department, Mumbai (Sa. Ba.) Department to Aryamaan, the Public Works Department granted its no objection to implement the slum rehabilitation scheme in respect of land admeasuring 41,808 square meters on the terms and conditions as recorded and contained therein;

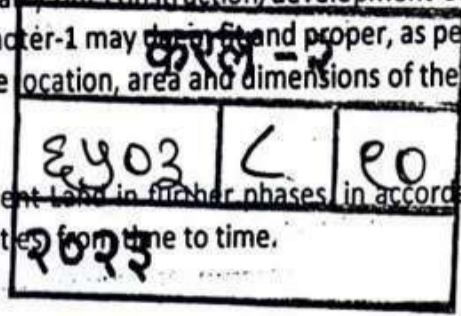


- E. The SRA had, thereafter issued (i) Intimation of Approval bearing no. SRA/ENG/2720/N/STGL/AP dated 5th December, 2011 and (ii) Intimation of Approval bearing no. SRA/ENG/3838/N/STGL/AP dated 24th January, 2017 for development of free sale buildings ("Free Sale Buildings") on free sale plot admeasuring approximately 21,902.21 square meters (hereinafter referred to as "Free Sale Plot"), more particularly described in the **SECOND SCHEDULE** hereunder written;
- F. The scheme of development in respect of the Rehab Plot and the Rehab Buildings as broadly set out above and as detailed and described in this Agreement is hereinafter referred to as the "Rehab Development" and, the scheme of development in respect of the Phase-I Plot and the Complex which includes the Free Sale Buildings, Infrastructure and Common Amenities & Facilities including the Multi-level Car Park Building, as broadly set out above and as detailed and described in this Agreement is hereinafter referred to as the "Free Sale Development" or "Phase I Development". The Rehab Development and Free Sale Development are hereinafter, wherever the context may so require, collectively referred to as the "Entire Project". Further Phase-I Development comprises of: five (5) Rehab Buildings, that is Rehab Building no. 1, Rehab Building no. 2, Rehab Building no. 3, Rehab Building no. 4 and Rehab Building no. 5 (hereinafter referred to "Rehab Buildings"), Free Sale Building no. 12 (comprising of Wing 'A' and Wing 'B') and Wing 'C' and Wing 'D' of Free Sale Building no. 13 now to be known as "Centrona Zen-A", "Centrona Zen-B", "Centrona Nova-A" and "Centrona Nova-B" respectively having an FSI of 45,787.50 square meters including fungible FSI as per sanctioned plans (hereinafter referred to "Phase I A Free Sale Buildings"), and Wing 'A' and 'B' of Free Sale Building no. 13 now to be known as "Centrona Zest-A" and "Centrona Zest-B" respectively having an FSI of 24,945.35 square meters including fungible FSI as per sanctioned plans (hereinafter referred to "Phase I B Free Sale Buildings");
- G. The SRA had issued Commencement Certificate bearing reference no. SRA/ENG/2720/N/STGL/AP dated 28th April, 2017 and Commencement Certificate bearing reference no. SRA/ENG/3838/N/STGL/AP dated 31st May, 2017 in respect of the Free Sale Buildings. Further the Commencement Certificate dated 28th April, 2017 was re-endorsement on 21st April, 2018 and 29th February, 2022;
- H. Aryamaan has obtained the statutory approvals for the revised plan dated 18th January, 2021 bearing ref. no. SRA/ENG/2720/N/STGL/AP in respect of Free Sale Building No. 12 and SRA/ENG/3838/N/STGL/AP in respect of Free Sale Building (hereinafter referred to as "Sanctioned Plans"). A copy of the sanctioned layout for the said Phase I A Free Sale Buildings is annexed hereto and marked as ANNEXURE "D". The Promoter-2 shall obtain the balance approvals from various authorities from time to time, so as to obtain Occupancy Certificate or Building Completion Certificate of the Building; The allottee is aware that all the relevant plans, approvals, etc. are uploaded on RERA website of the Real Estate Project. However, the Promoters have shown to the Allottee(s), all the relevant plans approvals, plans, etc. and the Allottee has satisfied with the same;
- I. Aryamaan, Xrbia, and L&T have entered into and executed the Joint Development Agreement dated 22nd January, 2021, registered with the Office of the Sub-Registrar of Assurances at Kurla, under Serial no. KRL5-1847-2021, registered on 15th February, 2021 (hereinafter respectively referred to as the "Joint Development Agreement", as per the terms and conditions mentioned therein. The roles and responsibility of Promoter 1, Promoter 2 and Promoter 3, towards the construction and completion of the Entire Project, shall be in accordance with the Joint Development Agreement;
- J. In accordance with the Joint Development Agreement the Promoter-1 has undertaken to develop *inter-alia* part/portion of the Larger Land admeasuring approximately 10,735.48 square meters ("the Development Land" and more particularly described in the **THIRD SCHEDULE** hereunder written under the applicable Development Control Regulations;
- K. The SRA had, thereafter issued amended IOA dated 9th February, 2022 bearing no. SRA/ENG/3838/N/STGL/AP and SRA/ENG/2720/N/STGL/AP for development of free sale buildings (residential cum retail) on free sale plot;
- L. The Promoters-1 is constructing and developing (residential cum retail) the **Centrona Zest-B** Project on the part of the portion of 10,735.48 sq. mtrs being the Development Land. The Promoter-1 shall construct the remaining Free Sale Buildings, on the remaining part of the Development Land (more particularly described in **THIRD SCHEDULE** hereunder written) in phased manner, in accordance with the plans approved/ that may be approved by the



[Handwritten signatures]

concerned authorities, from time to time. A copy of the proposed layout (subject to suitable modification from time to time), which also indicate future development for the said Development Land, is annexed hereto and marked as ANNEXURE "E". The Promoter-1 shall be entitled and be at liberty to carry out construction/development of the remaining towers on the Development Land, in such manner as the Promoter-1 may deem fit and proper, as per its' sole discretion, provided the Promoters shall not make any change in the location, area and dimensions of the said Apartment sold to the Allottee/s;



M. The Promoter-1 shall carry out balance development on the Development Land in further phases in accordance with the approved plans as may be sanctioned by the concerned authorities from time to time.

N. By virtue of the aforesaid Joint Development Agreement, Power of Attorney dated 15th February, 2021, registered with the Office of the Sub-Registrar of Assurances at Kurla, under Serial no. 1851 of 2021 executed by the Promoter-2 in favour of L&T and Power of Attorney dated 15th February, 2021, registered with the Office of the Sub-Registrar of Assurances at Kurla, under Serial no.1849 of 2021 executed by Xrbia Chakan Developers Private Limited in favour of L&T, the Promoter-1 have sole and exclusive right to sell the apartments/units, inter alia, in the Project and to enter into agreement/s with the allottee(s)/s of the apartments/units, and to receive the sale consideration in respect thereof. The Promoter-1 are entitled and enjoined upon to construct and complete the Project. Further, the Promoters are in possession of the Project Land;

O. The Promoters has entered into a standard Agreement as Architects and Consultants registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects. The Promoters reserves the right to change the Architect at the sole discretion of the Promoters;

P. The Promoters has appointed a structural Engineer for the preparation of the structural designs and drawings of the building/s. The Promoters reserves the right to change the structural Engineer at the sole discretion of the Promoters. The Promoters accepts the professional supervision of the architect and the structural engineers till the completion of the building/s. The Promoters reserves the right to change the structural Engineer at the sole discretion of the Promoters;

Q. The construction and development of the residential (including retail units) building known as "Centrona Zest-B" ("the said Residential Building") on the portion of the Development Land admeasuring 648.24 sq. mtrs. of thereabouts more particularly stated in **FOURTH SCHEDULE** hereunder written ("the Project Land"), has been registered as the Real Estate Project with the Real Estate Regulatory Authority ("Authority"), under the provisions 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 Rules"). The Authority has duly issued the Certificate of Registration for the Real Estate Project and a copy of the RERA Certificate is annexed and marked as ANNEXURE "F" hereto. The Promoter-1 has an option to increase the floors/residential cum retail levels of the said Building, subject to the approvals from the Authorities (defined herein), if required. The "Project/Real Estate Project" named as "Centrona Zest-B" with each building in the Project is referred to as "the said Building".



As per Sanctioned Plans:-

RERA Project	Podium	Stilt / Plinth	Upper floors (Upto)
Centrona Zest -B	3 level Basement + Ground + 3 level Podium - Wing 12C - Multi Level Car Park (MLCP) Structure accommodating amenities, parking and landscaped terrace	Ground	26 Habitable Floors

As per Proposed Plans:-

RERA Project	Podium	Stilt / Plinth	Upper floors (Upto)
Centrona Zest -B	Proposed 3 level Basement+ Ground + upto 6 level Podium - Wing 12C - Multi Level Car Park (MLCP) Structure accommodating amenities, parking and landscaped terrace, subject to approval.	Ground	26 Habitable Floors

R. The Promoter-2 has represented that by and under the Deed of Mortgage Cum Charge dated 2nd November, 2018

[Handwritten signatures]

executed by and between Aryamaan as the "Borrower", in favour of IDBI Trusteeship Services Limited, as "Security Trustee" and registered with the Office of Sub Registrar of Assurances under Serial no. KRL- 1/13140 of 2018 ("Aryamaan Mortgage"), in consideration of IndusInd Bank Limited as the "Original Lender" having agreed to grant a various credit facilities up to a maximum principal amount of Rs. 150,00,00,000/- (Rupees One Hundred and Fifty Crores Only), Aryamaan agreed to create mortgage in respect of Phase I B Free Standing Buildings in favour of the Security Trustee therein, acting for and on behalf of IndusInd Bank Limited subject to repayment of the same with interest and on the terms and conditions as contained therein. Aryamaan had also executed a DSRA Agreement, Escrow Agreement, Facility Agent Agreement, Master General Terms Agreement and a Multi-Facility Loan Agreement to obtain the credit facility from IndusInd Bank;

अरुण
२०१३
६५०३

- S. The Xrbia Chaker Developers Private Limited has represented that by and under the Indenture of Mortgage dated 12th June, 2018 executed by and between Aryamaan as the "ADPL", Xrbia, as the "Mortgagor 1", Mr. Rahul Nahata, as the "Mortgagor 2", Xrbia Developers Limited, as "Mortgagor 3" in favour of Vistra ITCL (India) Limited, as "Security Trustee" and registered with the Office of Sub Registrar of Assurances under Serial no. KRL-1/7095 of 2018 ("Xrbia Mortgage"), in consideration of L&T Infrastructure Finance Company Limited as the "Original Lender" had agreed to grant a term loan facility to the extent of Rs. 280,00,00,000/- (Rupees Two Hundred and Eighty Crores Only), the Mortgagors therein have agreed to create mortgage in favour of the Security Trustee therein, acting for and on behalf of L&T Infrastructure Finance Company Limited subject to repayment of the same with interest and on the terms and conditions as contained therein;
- T. The copies of Property Register Card showing the nature of the title of the Promoters to the Said Development Land on which the apartments/units are constructed or are to be constructed, have been annexed hereto and marked **ANNEXURE "G"**;
- U. The Allottee/s is/ are desirous of purchasing a residential apartment/unit and has/have approached the Promoters and requested to allot to him/her/them an apartment/unit in the Building and the Promoters hereby agree to do so to the Allottee/s the apartment/unit (hereinafter referred to as the "said Apartment/said Units") and more particularly described in the **FIFTH SCHEDULE** hereunder written;
- V. The copies of the plans and specifications of the said Apartment/said Unit, agreed to be purchased by the Allottee/s as sanctioned/approved and/or being sanctioned/approved by the local authority, are annexed hereto and collectively marked as **ANNEXURE "H"**;
- W. The carpet area of the said Apartment/said Unit (hereinafter referred to as the said Carpet Area") is more particularly described in the **FIFTH SCHEDULE** hereunder written and "carpet area" means the carpet area, defined in RERA;
- X. Upon demand from the Allottee/s, the Promoters have given inspection to the Allottee/s of all the documents title relating to the said Apartment/said Unit and the plans, approvals, designs and specifications prepared by the Promoters, Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations made thereunder (hereinafter referred to as "the RERA") as well as the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 ("MOFA"), to the extent applicable;
- Y. While sanctioning the various plans, the concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the Project and upon due observance and performance of which only the completion or occupancy certificate in respect of the Building shall be granted by the concerned local authority. The Promoters have proposed construction of the Building in accordance with the said proposed plans;
- Z. 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;
- AA. The Promoters have agreed to sell to the Allottee/s and the Allottee/s has/have agreed to purchase and acquire from the Promoters, the said Apartment/said Unit at or for a total consideration more particularly stated in **SIXTH SCHEDULE** hereunder written (hereinafter referred to as the "said Consideration") and upon the terms and conditions mentioned in this Agreement. Prior to the execution of these presents, the Allottee/s has/have paid to the Promoters earnest money more particularly stated in **SIXTH SCHEDULE** hereunder written, being part payment of the Consideration exclusive of GST and other applicable taxes in respect of the said Apartment/said Unit agreed to be sold by the Promoters to the Allottee/s as advance payment or application fee and the Allottee/s has/have agreed to pay to the Promoters, the balance of the Consideration in the manner hereinafter appearing;
- BB. It is agreed between the Promoters and the Allottee/s that the Allottee/s will have right only as per this Agreement in respect of the said Apartment/said Unit in the Building in which the Allottee/s has/have agreed to acquire and the Promoters shall be entitled to deal with, develop, dispose of, alienate or encumber the Development Land more



Handwritten signatures of the parties involved in the agreement.

particularly described in the **THIRD SCHEDULE** hereunder written or sub develop or assign right of development of the Development Land or any part thereof or any development thereon as the Promoters may desire without any further or other reference or recourse to the Allottee/s and the Allottee/s do hereby confirm the same;

CC. As per the RERA Act/ Rules, the Promoters are required to execute a written Agreement for Sale of the said Apartment/said Unit with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908;

DD. This Agreement shall be subject to the provisions of RERA, the RERA Rules and all other Rules, Regulations, Office Orders, Circulars, Notifications and Rulings made thereunder and/or by the Authority/Appellate Tribunal from time to time;

EE. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agrees to sell and the Allottee/s hereby agree/s to purchase the said Apartment/said Unit alongwith ancillary areas (if applicable) alongwith car parking space/s more particularly described in the **FIFTH SCHEDULE** hereunder written. The Promoters hereby also agrees to allocate to the Allottee/s and the Allottee/s hereby agrees to accept and the garage/covered/mechanized /stilt parking (if applicable) as provided hereinafter;

NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. THE RECITALS FORM PART OF THE AGREEMENT:

The Parties hereby agree and confirm that all the recitals of this Agreement form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and shall be interpreted, construed and read accordingly.

2. CONSTRUCTION:

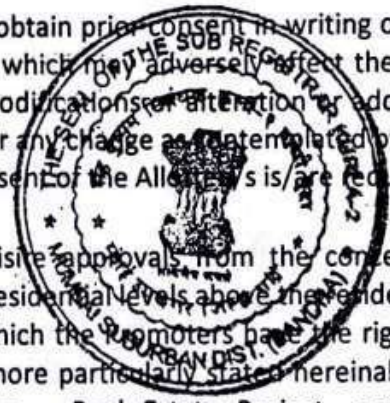
The Promoters are well and sufficiently entitled to develop the Development Land described in the **THIRD SCHEDULE** hereunder written.

2.1 The Promoter-1 shall *inter alia* construct a residential building on the Project Land together with common areas and facilities in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. The Promoters have an option to increase the floors/residential levels of the said Building, subject to the approvals from the Authorities (defined herein), if required. The Project shall have facilities, amenities and services and common areas, that may be usable by the Allottee/s on a non-exclusive basis with the other allottee/s as provided in **EIGHTH SCHEDULE** on the terms and conditions as may be applicable.

Provided that the Promoters shall, in terms of RERA/RERA Rules, obtain prior consent in writing of the Allottee/s in respect of variations or modifications in the Project which may adversely affect the said Apartment/said Unit of the Allottee/s, except any variations or modifications or alteration or addition required by any Government authorities or due to change in law or any change as contemplated by any of the disclosures already made to the Allottee/s, for which no consent of the Allottee/s is/are required.

2.2 The Allottee/s is/are aware that, subject to obtaining of requisite approvals from the concerned authorities, the Promoters shall have right to increase the floors/residential levels above the residential floor of the Building more particularly stated hereinabove, for which the Promoters have the right to register with RERA the apartments/units above residential floor more particularly stated hereinabove, either as a separate real estate project or as a part of the Real Estate Project, and the possession/completion date of such separate real estate project may be at a different date. The Allottee/s give the explicit consent to the Promoters for the development/construction of such additional floors/residential levels above the residential floors of the Building more particularly stated hereinabove, either as a separate/independent real estate project/ new phase or as part of the Real Estate Project with the separate timelines to complete the same in terms provisions of RERA, and the Allottee/s agree, confirm and undertake that the Allottee/s shall not raise any objection in this regard, at any time.

2.3 It is clarified that the current layout as sanctioned and disclosed to the Allottee/s may be subject to minor changes or revisions as per the requirements of the Architect or Engineer of the Project or as may be required by the concerned local authority/the Government, and/or as may ultimately be approved and/or amended and sanctioned by the Municipal Corporation and/or other bodies and/or authorities concerned or such other alterations which may be made. The Promoters shall intimate the Allottee/s in writing, in respect of such minor changes or additions and the Allottee/s hereby give their consent for the same. Provided however, that the Promoters shall be permitted to make such



Handwritten signatures at the bottom of the page. One signature appears to be 'Blant' and another is 'Bawap'.

variations/amendments to the layout/plans/building plans as may be permitted under the Applicable Laws with the consent of the Allottee/s.

3.

8403	99	00
AGREEMENT AND PAYMENT:		
2023		

3.1 The Allottee/s hereby agree/s to purchase from the Promoters, the Promoters hereby agree to sell to the Allottee/s, said Apartment/said Unit more particularly stated in **FIFTH SCHEDULE** (hereinafter referred to as "the said Apartment/said Unit"). The Allottee/s has/have applied to the Promoters for allotment of the said Apartment/said Unit. The said Apartment/said Unit is more particularly described in the **FIFTH SCHEDULE** hereunder written and hatched in red colour as shown in the Floor Plan thereof hereto annexed and marked as **ANNEXURE "I"** for the consideration more particularly stated in the **SIXTH SCHEDULE** (hereinafter referred to as "the Consideration") exclusive of GST and other applicable taxes. Along with said Apartment/said Unit, ancillary area (if applicable) more particularly mentioned in the **FIFTH SCHEDULE** ("the said Ancillary Area") shown on the Plan at **ANNEXURE "I"** hatched in blue colour has been provided. The amenities, fixtures, fittings appurtenant to the said Apartment/said Unit are more particularly described in the **SEVENTH SCHEDULE** hereunder written ("**Apartment/Unit Facilities**") The nature, extent and description of the (a) Common Areas And Facilities And Amenities and (b) The Key Common Areas And Amenities which are more particularly described in the **EIGHTH SCHEDULE** hereunder written.

3.2 The Allottee/s is further desirous of using car parking space in the Project. Acceding to the aforesaid request of the Allottee/s, and pursuant to the discussions and negotiations between the Allottee/s and the Promoters, the Promoters has agreed to allocate to the Allottee/s without any additional consideration, the right to use car parking space(s) more particularly stated in **FIFTH SCHEDULE** exclusively for the use of the Allottee/s's own vehicle and/or for parking guests/visitors' vehicle of such Allottee/s and for no other purpose whatsoever, and the exact location and identification of such car parking space/s in the common area of basements/podium/stilt will be finalized by the Promoters only upon completion of the Real Estate Project in all respects ("**the said Car Parking Space**"). The Allottee/s will be bound to abide with the rules and regulations as may be framed in regard to the use of the said Car Parking Space(s) by the Promoters, from time to time. It is clarified that the Promoters has provided a reserved area of car parking for the visitors/guests of the allottees of the Project.



3.7

3.3 The Allottee/s has/have paid on or before execution of this Agreement, a sum more particularly mentioned in **SIXTH SCHEDULE** (not exceeding 10% of the Consideration) as earnest money and application fee ("**Earnest Amount**") and hereby agree/s to pay to the Promoters the balance amount of the Consideration more particularly in **SIXTH SCHEDULE** payable by the Allottee/s strictly in the manner and as per the payment instalments mentioned in **SIXTH SCHEDULE** ("**Payment Plan**").

3.8

3.4 The Allottee/s shall pay the above Consideration into the bank account more particularly stated in **SIXTH SCHEDULE** as agreed between the Promoters. Such Consideration towards the said Apartment/said Unit shall be paid in instalments, in accordance with the progress of the construction of the Building and in the manner as set out in the Clause 3.3 above as well as **SIXTH SCHEDULE**, time being the essence of the contract. The Promoter-1 shall issue a notice/demand note to the Allottee/s intimating the Allottee/s about the stage-wise completion of the Building as detailed in Clause 3.3 as well as **SIXTH SCHEDULE** (the payment at each stage is individually referred to as "**the Instalment**" and collectively referred to as "**the Instalments**"). The payment of the corresponding instalment (as per the Payment Plan) shall be made by the Allottee/s within 15 (fifteen) days of the Promoter-1 making a demand for the payment of the Instalment, time being the essence of the contract. A notice/ intimation forwarded by the Promoter-1 to the Allottee/s that a particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is commenced or completed.

3.5 It is agreed between the Parties that for the amount which becomes due and payable by Allottee/s on the basis of achieving certain milestones, then irrespective of the proposed date on which such milestone was to be achieved, as per proposed schedule of progress disclosed to Allottee/s, the amount shall become payable by the Allottee/s on the date on which such milestone is actually achieved. The Promoter-1 shall be entitled to construct the Building/Project faster and complete it earlier than what disclosed as the proposed schedule of progress and in such scenario the Promoter-1 reserves the right to change/ revise the payment instalment schedule and accordingly, the Allottee/s shall be obligated to make the balance payment of the Consideration as per the revised payment schedule.

3.9

3.10

3.6 The Consideration shall be paid only to the Promoter-1 or its notified bank(s) and all payments shall be made by way of demand drafts/ pay orders/ cheques/ RTGS/ECS/ NEFT, in the name more particularly stated in **SIXTH SCHEDULE** which is the bank account as agreed between the Promoters (hereinafter

FOURTH SCHEDULE- (Description of the Project)

All that piece and parcel of lands admeasuring approximately admeasures approximately 648.24 square meters and forming part of the Third Schedule, more particularly described in the First Schedule written hereinabove.

करल - २		
६५०३	४	९०
२०२३		

FIFTH SCHEDULE- (Description of the said Apartment)

Apartment bearing No. 1307 admeasuring 38.260 sq. mtrs. carpet area i.e. approximately 411.830 square feet, alongwith ancillary areas admeasuring NIL sq. mtrs. approximately NIL Sq. ft., on 13th floor in Tower Zest B of the Project known as "Centrona Zest-B", alongwith 1 SINGLE covered car parking space/s at MB level car park bearing No(s). 43.

SIXTH SCHEDULE

Sr. No.	Terms and Expressions	Meaning/Description																																																												
1	Consideration	Rs. <u>1,05,80,963/-</u> (<u>Rupees One Crore Five Lakh Eighty thousand Nine hundred Sixty Three Only</u>)																																																												
2	Earnest Money	A sum of Rs. <u>10,58,095/-</u> (<u>Rupees Ten Lakh Fifty Eight thousand Ninety Five Only</u>) (not exceeding 10% of the Consideration) as earnest money or application fee																																																												
3	Payment Plan	<table border="1"> <thead> <tr> <th>Sr No.</th> <th>Particulars</th> <th>Amount (Rs.)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Application Money</td> <td>4,95,050.00</td> </tr> <tr> <td>2</td> <td>Earnest Money</td> <td>5,63,046.29</td> </tr> <tr> <td>3</td> <td>Execution of Agreement</td> <td>5,29,048.15</td> </tr> <tr> <td>4</td> <td>On Start of Excavation</td> <td>5,29,048.15</td> </tr> <tr> <td>5</td> <td>On Completion of Raft</td> <td>5,29,048.15</td> </tr> <tr> <td>6</td> <td>On Completion of Basement 2 Slab</td> <td>5,29,048.15</td> </tr> <tr> <td>7</td> <td>On Completion of Plinth</td> <td>5,29,048.15</td> </tr> <tr> <td>8</td> <td>On Completion of 4th Floor Slab</td> <td>5,29,048.15</td> </tr> <tr> <td>9</td> <td>On Completion of 8th Floor Slab</td> <td>7,93,572.23</td> </tr> <tr> <td>10</td> <td>On Completion of 12th Floor Slab</td> <td>5,29,048.15</td> </tr> <tr> <td>11</td> <td>On Completion of 16th Floor Slab</td> <td>7,93,572.23</td> </tr> <tr> <td>12</td> <td>On Completion of 22nd Floor Slab</td> <td>5,29,048.15</td> </tr> <tr> <td>13</td> <td>On Completion of Terrace Floor Slab</td> <td>5,29,048.15</td> </tr> <tr> <td>14</td> <td>On completion of the internal walls, internal plaster, floorings of the said Apartment</td> <td>5,29,048.15</td> </tr> <tr> <td>15</td> <td>On completion of the electrical fittings, window doors of the said apartment, including staircase and lobbies upto the floor level of the said Apartment.</td> <td>5,29,048.15</td> </tr> <tr> <td>16</td> <td>On completion of the external plumbing and external plaster, entrance lobby/s of the building or wing in which the said apartment is located and Sanitary fittings of the said Apartment.</td> <td>5,29,048.15</td> </tr> <tr> <td>17</td> <td>On completion of the lift wells, electro, mechanical and environment requirements, elevation, water pumps, on completion of lifts, terraces with waterproofing, paving of areas appurtenant and all other requirements, as may be prescribed in the Agreement of Sale.</td> <td>10,58,096.30</td> </tr> <tr> <td></td> <td>On Intimation of receipt of Occupation Certificate</td> <td>5,29,048.15</td> </tr> <tr> <td></td> <td>Total</td> <td>1,05,80,963.00</td> </tr> </tbody> </table>	Sr No.	Particulars	Amount (Rs.)	1	Application Money	4,95,050.00	2	Earnest Money	5,63,046.29	3	Execution of Agreement	5,29,048.15	4	On Start of Excavation	5,29,048.15	5	On Completion of Raft	5,29,048.15	6	On Completion of Basement 2 Slab	5,29,048.15	7	On Completion of Plinth	5,29,048.15	8	On Completion of 4 th Floor Slab	5,29,048.15	9	On Completion of 8 th Floor Slab	7,93,572.23	10	On Completion of 12 th Floor Slab	5,29,048.15	11	On Completion of 16 th Floor Slab	7,93,572.23	12	On Completion of 22 nd Floor Slab	5,29,048.15	13	On Completion of Terrace Floor Slab	5,29,048.15	14	On completion of the internal walls, internal plaster, floorings of the said Apartment	5,29,048.15	15	On completion of the electrical fittings, window doors of the said apartment, including staircase and lobbies upto the floor level of the said Apartment.	5,29,048.15	16	On completion of the external plumbing and external plaster, entrance lobby/s of the building or wing in which the said apartment is located and Sanitary fittings of the said Apartment.	5,29,048.15	17	On completion of the lift wells, electro, mechanical and environment requirements, elevation, water pumps, on completion of lifts, terraces with waterproofing, paving of areas appurtenant and all other requirements, as may be prescribed in the Agreement of Sale.	10,58,096.30		On Intimation of receipt of Occupation Certificate	5,29,048.15		Total	1,05,80,963.00
Sr No.	Particulars	Amount (Rs.)																																																												
1	Application Money	4,95,050.00																																																												
2	Earnest Money	5,63,046.29																																																												
3	Execution of Agreement	5,29,048.15																																																												
4	On Start of Excavation	5,29,048.15																																																												
5	On Completion of Raft	5,29,048.15																																																												
6	On Completion of Basement 2 Slab	5,29,048.15																																																												
7	On Completion of Plinth	5,29,048.15																																																												
8	On Completion of 4 th Floor Slab	5,29,048.15																																																												
9	On Completion of 8 th Floor Slab	7,93,572.23																																																												
10	On Completion of 12 th Floor Slab	5,29,048.15																																																												
11	On Completion of 16 th Floor Slab	7,93,572.23																																																												
12	On Completion of 22 nd Floor Slab	5,29,048.15																																																												
13	On Completion of Terrace Floor Slab	5,29,048.15																																																												
14	On completion of the internal walls, internal plaster, floorings of the said Apartment	5,29,048.15																																																												
15	On completion of the electrical fittings, window doors of the said apartment, including staircase and lobbies upto the floor level of the said Apartment.	5,29,048.15																																																												
16	On completion of the external plumbing and external plaster, entrance lobby/s of the building or wing in which the said apartment is located and Sanitary fittings of the said Apartment.	5,29,048.15																																																												
17	On completion of the lift wells, electro, mechanical and environment requirements, elevation, water pumps, on completion of lifts, terraces with waterproofing, paving of areas appurtenant and all other requirements, as may be prescribed in the Agreement of Sale.	10,58,096.30																																																												
	On Intimation of receipt of Occupation Certificate	5,29,048.15																																																												
	Total	1,05,80,963.00																																																												



(Handwritten signatures and initials)

CCTV Camera at tower entrance and inside lifts

Power backup for lift and emergency lighting

Vitrified flooring in Typical Lift Lobby Area - .(Kajaria/Nitco/Orient Bell/RAK make)

Vehicle Drop off for every Tower

2023

2023

The Key Common Areas and Amenities

Common Amenities for Entire project

Rainwater Harvesting System

STP treated water for landscaping and flushing

Indoor Amenities for Entire project

Convenience Store

Salon

Laundromat

Indoor Games room

Library and TV Lounge

Indoor Kid's Play Area & Creche

Medical Room

Multipurpose Hall

Gymnasium

Yoga Room

Covered Swimming Pool

Kid's Pool

External Amenities for Entire project

Open Air Kid's Play Area

Box Cricket

Multipurpose Court

Multipurpose Lawn

Open Air Gym

Swing Plaza for adults

Reflexology Area

Sit-out Area

Jogging Track

Toddler's Play Area

(without any fixed equipment)



SIGNED AND DELIVERED

by the within named PROMOTER-1

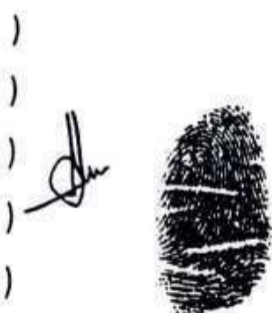
L&T Asian Realty Project LLP

Through its Director / Authorized Signatory

J Hareesh Kumar

In the presence of..

1. Ashish S. Thakkar Ashish
2. Karan .B. Kachare Karan



SIGNED AND DELIVERED

by the within named "Promoter-2"

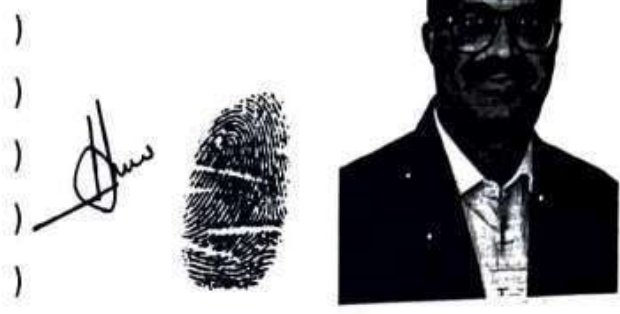
Aryamaan Developers Private Limited

Through its Constituted Attorney, L&T Asian Realty

Project LLP, J Hareesh Kumar

In the presence of.

1. Ashish S. Thakkar
2. Karan



SIGNED AND DELIVERED

by the within named "Allottee/s"

Mr. Vinay Baliram Sawant

Mrs. Archana Vinay Sawant

in the presence of ...

1. Ashish S. Thakkar
2. Karan

V. Sawant
Archana



करल - २		
६५०३	४६	९०
२०२३		



ANNEXURE-F



करल - २		
६५०३	५८६०	
२०२३		

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 :
P51800003201

Project: **CENTRONA ZEST- B** , Plot Bearing / CTS / Survey / Final Plot No.: **194 Part at Kurla, Mumbai Suburban, 400077;**

- L&T Asian Realty Project Llp** having its registered office / principal place of business at Tehsil: **Mumbai City, District: Mumbai City, Pin: 400001.**
- 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 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;
 - 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 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 **05/08/2017** and ending with **30/12/2026** 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
- 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: 09-09-2021 16:51:50

Dated: **09/09/2021**

Place: **Mumbai**

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

SLUM REHABILITATION AUTHORITY
 Administrative Building, Anant Kanelkar Marg, Bandra (East), Mumbai - 400 051
 MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966 (FORM 'A')

Plot-3		
EY03	E2	E0
200		

No. **SRA/ENG/3838/N/STGL/AP** **31 MAY 2017**
COMMENCEMENT CERTIFICATE

Sale Bldg No. 13

TO: **M/s Aryaman Developers Pvt.Ltd.**
1, Hetal, Zaver Road, Mulund (W).
Mumbai- 400 080.

Sir,
 With reference to your application No. **200** dated **10/01/2017** for Development Permission and grant of Commencement Certificate under section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966 to carry out development and building permission under section 45 of Maharashtra Regional and Town Planning Act, 1966 to erect a building on plot No. **194(pt)** of village **Ghatkoper Tal- Kurla at kamraj Nagar, Eastern Express Highway, Ghatkoper, Mumbai- 400 077.**

of village **Ghatkoper**
 ward **'N'** Situated at For **Sant Nandees SRA CHS & Juni Ramabai SRA CHS** T.P.S. No. _____

The Commencement Certificate/Building Permit is granted subject to compliance of mentioned in LOI U/R No. **SRA/ENG/1253/N/STGL/LOI** & **SRA/ENG/1560/N/STGL/LOI** dt **2/4/10 & 9/1/17** and on following conditions. dt **24/01/2017.**

- The land vacated in consequence of endorsement of the setback line/road widening line shall form part of the Public Street.
- 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.
- The Commencement Certificate/Development permission shall remain valid for one year from the date of its issue. However the construction work should be commenced within three months from the date of its issue.
- 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.
- 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 lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
- This Certificate is liable to be revoked by the C.E.O. (SRA) if :-
 - 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.
 - Any of the condition subject to which the same is granted or any of the restrictions imposed by the C.E.O. (SRA) is contravened or not complied with.
 - The C.E.O. (SRA) is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant 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 and Town Planning Act, 1966.
- 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.

The C.E.O. (SRA) has appointed **SHRI. S.D. MAHAJAN,** Executive Engineer to exercise his powers and functions of the Planning Authority under section 45 of the said Act.

This C.C. is granted for work up to **Plinth C.C With 2 Level Basement of** Sale Bldg No. 13.



For and on behalf of Local Authority
 The Slum Rehabilitation Authority
(Signature)
31.05.17
 Executive Engineer (SRA) III
 FOR
 CHIEF EXECUTIVE OFFICER
 (SLUM REHABILITATION AUTHORITY)

SRA/ENG/3838/N/STGL/AP: 18 JAN 2021

This C.C is re-endorsed as per approved amended plans dated 18/01/21

[Signature]
18/1/21

Executive Engineer
Slum Rehabilitation Authority

करल - २		
६५०३	६३	९०
२०२३		

SRA/ENG/3838/N/STGL/AP

6 FEB 2022

This C.C is re-endorsed as per approved amended plans dated 09/02/2022 of sale building No- 13.

[Signature]

Executive Engineer
Slum Rehabilitation Authority

... TRUE COPY ...

VISHWAS SATODIA

