

AGREEMENT

ARTICLES OF AGREEMENT made at Navi Mumbai this 10th day of NOVEMBER, 2020, BETWEEN ,

M/S. ARAMUS REALTY LLP (holding its PAN No. ABGFA3000R), a Limited Liability Partnership Firm registered under the provisions of Limited Liability Partnership Act, 2008, having its Office at Shop No: 5 - 7, The Domus, Plot No: 23, Sector No: 40, Seawoods, Navi Mumbai - 400706, through its Designated Partner/s MR. SUDHIR MANJIBHAI BHUSHAN , hereinafter referred to as the "PROMOTERS" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include ~~the successors-in-interest, executors, administrators and permitted assigns including those of their respective~~ partners) of the ONE PART



DATE: 10/11/2020
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MR. NANJI DEVJI VAVIA, (PAN NO: AACPV8888M) (Aadhaar No: 6959 6245 7686), AND MRS. JAMNABEN NANJI VAVIA (PAN No. ADIPV2660G) (Aadhaar No: 2772 0595 5880), all of the above adults, Indian Inhabitants, residing at: Flat 401, Sitaram Kutir, Plot no: 28, Sector no: 21, Opp to Yashwantrao Chavan Ground, Nerul, Navi Mumbai, Taluka and District-Thane (400706), hereinafter referred to as "THE PURCHASER/S/ ALLOTTEE/S" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include his/her/their heirs, administrators and permitted assigns) of the OTHER PART:

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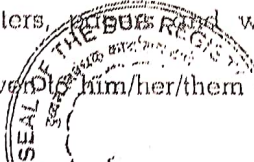
iv. Mortgage NOC dated 07-10-2019 Issued by CIDCO Ltd. granting the Promoters no objection for mortgaging the said plot to AU Small Finance Bank Limited.

v. Mortgage dated 11-10-2019 between AU Small Finance Bank Limited and Promoters.

vi. No Objection from AU Small Finance Bank Limited for sale of the said premises.

vii. Report on Title and Revised Report on Title issued by Advocate Sanket Dalvi. viii. All other relevant documents, letters, papers and writings referred to herein.

b. All plans sanctioned by CIDCO Ltd. and other authorities, the designs, specifications, etc. submitted to NMMC and other authorities as required under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made thereunder, including the Amended Commencement Certificate dated 18-03-2019.

c. The Purchaser/s has/have examined the foregoing Agreements and relevant documents, letters,  writings, inspection of which, the Promoters have given to him/her/they and got him/her/they satisfied.

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21. On satisfying himself/herself/themselves about the plans and after the perusal of various deeds and documents, specifically referred to herein above and after satisfying himself/herself/themselves as regards the other terms and conditions including the Title of the Promoters to the said plot, the Purchaser/s hereby agree/s to purchase Flat No. 1501, on the 15th Floor, admeasuring 63.100 Square meters (Carpet Area) (excluding 8.498 Sq.Mtrs. Usable enclosed Balcony area + 8.190 Sq.

18

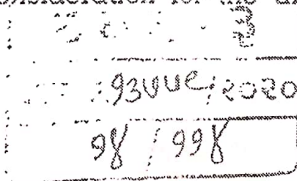
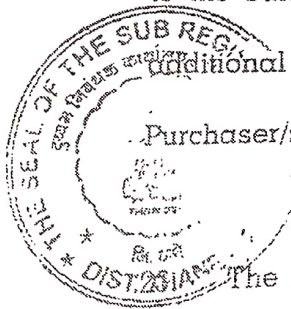
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Mtrs. Usable C. B. area + 2.610 Sq. Mtrs. Usable F. B. Area + 3.848 Sq. Mtrs. Usable projected Terrace + 3.488 Sq. Mtrs. Non-Accessible Chajja) or thereabouts in the Project/Building known as "THE DOMUS" to be constructed on the said plot (hereinafter referred to as the said Premises and which is more particularly described in the Second Schedule hereunder written) for a total consideration of Rs. 2,70,00,000/- (RUPEES TWO CRORE & SEVENTY LAKHS ONLY). The Typical floor plan of the said Premises is annexed hereto & marked as Annexure "G". This carpet area is inclusive of unfinished wall surfaces, area under RCC Column and shear wall and other such structural members of the premises in the Building on the said Plot being constructed thereof, as per the rules and regulations of Real Estate (Regulation and Development) Act, 2016.

22. The Promoters have further represented that as per the sanctioned Building plans, NMMC has sanctioned certain additional areas as permitted under GDCR. The Promoters have paid necessary premium/charges to NMMC for getting the sanction of the said additional areas from NMMC. The aforesaid additional areas are fused to the said premises. However, the Promoters have not charged any

additional consideration for the aforesaid additional areas from the

Purchaser/s.



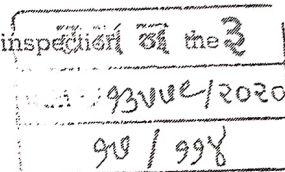
The Purchaser/s has/have seen and approved the Building and floor plan, and have understood the nature and quality of construction to be provided in the said premises as per the general specifications and amenities to be provided in the said premises. The Promoters have informed the Purchaser/s and the Purchaser/s is/ are aware that the

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Authority, then such additions, alterations, shall be carried out without seeking any prior permission from the Purchaser(s)/Allottee(s) and the Purchaser(s)/Allottee(s) shall not challenge, dispute or raise any objection against the said changes in the sanctioned plans. Provided further that the Promoters may make such minor additions or alterations as may be required by NMMC /CIDCO Ltd./other concerned Authorities as per the provisions of the Real Estate (Regulation And Development) Act, 2016 or any other act, statute or law governing the development of the said Plot. The Promoters shall submit the said revised plans and specifications at the office of the Promoters for inspection of the Purchaser/s.



4. SALE OF PREMISES AND PAYMENT CONDITIONS:

4 (a) The Purchaser/s hereby agree/s to purchase Flat No. 1501, on the 15th Floor, admeasuring about 63.100 Square meters equivalent to 679.203 square feet or thereabouts (Carpet Area) (excluding 8.498 Sq. Mtrs. Usable enclosed Balcony area + 8.190 Sq. Mtrs. Usable C. B. area + 2.610 Sq. Mtrs. Usable F. B. Area + 3.848 Sq. Mtrs. Usable projected Terrace + 3.488 Sq. Mtrs. Non-Accessible Chajja) in the Building/Project known as "THE DOMUS" which is to be constructed on the said plot and pro rata share in the common areas ["Common Areas"] as defined under clause (n) of Section 2 of Real Estate (Regulation and Development) Act, 2016] (hereinafter referred to as the said Premises and which is more particularly described in the Second Schedule hereunder written) for a total consideration of Rs.2,70,00,000/- (RUPEES TWO CRORE & SEVENTY LAKHS ONLY). As mutually discussed and agreed between the Promoters and the Purchaser/s, the said total consideration shall be paid by the Purchaser/s to the

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Purchaser(s)/Allottee(s) and the Promoters the said Agreement shall be registered at the office of the appropriate Sub-Registrar of Assurances. Hence this Agreement shall be deemed to have been executed at Navi Mumbai.

41. DISPUTE RESOLUTION:

All or any disputes arising out of or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Real Estate (Regulation and Development) Act, 2016.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the said plot)

All that piece and parcel of land bearing Plot No. 23, Sector No. 40, in Village/ Site Nerui, Navi Mumbai, admeasuring 1281.59 Square Meters or thereabouts and bounded as follows that is to say:

- On or toward the North by - Plot no. 22
- On or toward the South by - 30 Meters Wide Road
- On or toward the East by - 15 Meters Wide Road
- On or toward the West by - Plot no. 7

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THE SECOND SCHEDULE ABOVE REFERRED TO:

(Description of the said premises)

Flat No. 1501, on the 15th Floor, admeasuring 63.100 Square meters (Carpet area) (excluding 8.498 Sq. Mtrs. Usable enclosed Balcony area + 8.190 Sq. Mtrs. Usable C. B. area + 2.610 Sq. Mtrs. Usable F. B. Area + 3.848 Sq. Mtrs. Usable projected Terrace + 3.488 Sq. Mtrs. Non-Accessible Chajja) and 1 Stilt Car parking space/s admeasuring about 150.00 Sq. Fts. Area, in the Building/Project Known as "THE DOMUS" constructed on Plot No. 23, Sector- 40, in Village/ Site Nerul, Navi Mumbai, admeasuring 1281.59 Square Meters or thereabout and which is more particularly described in the First Schedule hereinabove.

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