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AGREEMENT FOR SALE

Flat No

702

Project/Building **Total Consideration**

Monarch Luxuria

Rs. 40,10,625/-

THIS AGREEMENT FOR SALE is made and executed at Navi Mumbai on this ... N. V., 2010 by and Between M/S. BALAJI ASSOCIATES a partnership firm, having its registered office at B - 21, Woodland Complex New Link Road, Behind Furniture Market, Ulhasnagar – 421 003, through its partner SHRI. ROSHAN SHETH (hereinafter referre to as the "BUILDERS") (which expression shall unless repugnant to the context or meaning thereof shall mean and include the partners or partner for the time heirs, executors, administrators and assigns) of the ONE PART.

AND

MR. Ghanshyam Sahani Indian Inhabitant/s, residing at 612 Akash Ganga (hereinafter Singly/Jointly, as the case may be, referred to as the "ALLOTTEE'S shall unless repugnant to the context or meaning thereof, be deemed to include the respective heirs, executors, administrators, legal representatives, successors OTHER PART.

The "Builders" and "Allottee/s" shall hereinafter be collectively individually as "Party". The expression Allottee/s wherever used Allottee(s) of Flats/Shops/Units as the case may be. The use of singular expression include plural expressions and masculine includes the feminine gend this Agreement so demands.

WHEREAS:

INDUSTRIAL DEVELOPMENTBANK OF BOIL Andustrial Development Bank of

shall

context

MAHARASHTRA

- A. The City and Industrial Development Corporation of Maharashtra Ltd., is a Government Company within the meaning of the Companies Act, 1956 (hereinafter referred to as Mumbai 400 021. The Corporation has been declared as a New Town Development Authority under the provisions of Sub Section (3-A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act No. XXXVIII of 1966 hereinafter referred to as 'the said Act') for the New Town of Navi Mumbai by Government of Maharashtra in the exercise of its powers for the area designated as Site for New Town under sub-section (1) of Section 113 of the said Act.
- B. The State Government has acquired lands within the designated area of Navi Cumbai and vested the same in the Corporation by an order duly made on that behalf as per the provisions of Sec. 113 of the said Act.
- C. By virtue of being the Development Authority, the Corporation has been empowered under Section 118 of the said Act to dispose off any land acquired by it or vested into it in accordance with the proposal approved by the State Government under the said Act.
- D. The Builder has by its Application dated 02.07.2009 requested the corporation to grant a lease of a piece or parcel of land so acquired and vested in the corporation by the State Government and described hereinafter and the Corporation allotted a Plot bearing no. o6, admeasuring about 2719.12 Sq. Mtrs. at Sector 18, Kharghar, Navi Mumbai and more particularly described in the schedule here under written (hereinafter referred to as the said Plot) to the said Builders.
- E. By and under Agreement to Lease dated 03rd June, 2010 executed between the Corporation and the Builder, the Corporation has granted to the Builder a license to enter on the said Plot with a right and purpose of erecting residential and commercial building on the said plot the same as permissible under General Development Control Regulations for New Bombay, 1975. The said Agreement to Lease was duly registered with the Sub Registrar of Assurances, Panvel -3 at Serial No. 05503 2010 on 03.06.2010.
- F. The Builder through their Architect Dimensions has prepared building plans by proposing a layout of Ground plus <u>21</u> Floor and stilt/open car parking, (hereinafter referred to as the said Layout). The Builders have submitted to the Corporation and other authorities plot.
- G. The Corporation has issued Commencement Certificate dated 26th July, 2010 bearing wolf CIDCO/ATPO(BP)/1012 in favour of the Builder by which the Builder was granted permission under section 45 of the Maharashtra Regional and Town Planning Act, 1966 to construct residential plus commercial building on a total admeasuring area of 2719.120 Sq. Mtrs (No. of Units Residential- 78, Commercial- 16 Nos.) with F.S.L. of 15 marked as "ANNEXURE I"

& J. Sali

- M. The Builders, relying upon the confirmations, representations and assurances of the Allottee to faithfully abides by all the terms, conditions and stipulations in letter and in spirit as contained in this Agreement, has accepted in good faith the Allottee's application to allot a Flat/Shop/Unit in the Building. Pursuant to receipt of the Application by the Builders and upon completion of certain procedural formalities, the Builders has provisionally allotted a Flat/Shop/Unit no. mentioned in Annexure III (hereinafter referred to as the said "Flat/Shop/Units") in the Building to the Allottee for such consideration as described in detail hereinafter and subject to the condition that the Allottee shall abide by all the terms and conditions as prescribed by the Builders from time to time as also by any competent authority of the Government.
- N. The Builders and the Allottee are now desirous of entering into this Agreement for Sale for recording their mutual understanding for the sale and purchase of the Flat/Shop/Units upon such terms and conditions as contained herein. The Flat/Shop/Units comprised in Building and the Building shall hereinafter be collectively referred to as "Property".

NOW THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. FLAT/SHOP/UNIT DETAILS AND SALE PRICE

1.1 In accordance with the terms and conditions set out in this Agreement and mutually agreed upon by and between the parties, and in consideration of the Allottee complying with the terms and conditions of this Agreement, completing all requisite formalities, as may be required, and agreeing to make timely and complete payments of the sale price, in accordance with the Schedule of Payment as annexed hereto in Annexure-IV, the Builders hereby agrees to sell and the Allottee hereby agrees to Purchase the Flat/Shop/Unit detailed below having a carpet area of approximately 67.30 Sq. Mt., alongwith the undivided proportionate share/interest in the land underneath the building in which Flat/Shop/Unit is located. Unit details are as under:

Building Name : Monarch Luxuria

Flat No. : 702

Carpet Area : 67.30 Sq. Mt.

Total Sale Price : ₹ 40,10,625/- (₹ Fourty Lakhs Ten Thousand Six Hundred &

Twenty Five Only)

1.2 The Allottee agrees and understands that the Sale Price of the Flat/Shop/Unit/ shall be calculated on the basis of the Carpet area stated in this Agreement is tentative and subject to change till the completion of the construction and the issuance of the occupation certificate by the competent authorities. The final carpet area of the Flat/Shop/Unit shall be confirmed by the Builders only after the construction is complete and the issuance of the completion certificate by the authorities.

1.3 The total price payable for the Flat/Shop/Unit shall be re-calculated upon confirmation by the Builders of the trial Carpet Area. Any increase or reduction in the carpet area shall be payable or refundable as the case may be without any

2

G. Sali

" APPLACE "

1.8 If, due to any subsequent legislation/government order, directives, guidelines or change/amendments in Fire Codes including the National Building Code 2005, and any subsequent amendments thereof or if deemed necessary by the Builders at its sole discretion, additional fire safety measures are undertaken, then the Allottee undertakes to pay, without any protest or demur, within thirty (30) days from the date of written demand by the Builders, such additional expenditure incurred thereon to the total carpet Area of all the Flat/Shop/Unit in the said Building as determined by the Builders.

BOOKING/REGISTRATION AMOUNT

- 2.1.1 Out of the total Sale Price for the Flat/Shop/Unit, the Allottee has paid being part payment towards the cost of the said Flat/Shop/Unit at the time of application as Booking / Registration amount a sum of ₹ 1,00,000/- (₹ One Lakhs Only), and the Balance payment Rs. 39,10,625/- (Rupees Thirty Nine Lakh Ten Thousand Six Hundred & Twenty Five Only) shall be paid as per the schedule of payment.
- 2.1.2 The Allottee hereby agrees that the Builders shall have the right to forfeit out of the amounts paid/payable by the Allottee, the Earnest Money as aforementioned in the event of the failure of the Allottee to perform its obligations or non-fulfillment of all/any of the terms and conditions set out in this Agreement executed by the Allottee.
- 2.1.3 The Allottee agrees that the conditions for forfeiture of Earnest Money shall remain valid and effective till the full and final payment made by the said Allottee to the Builder for the said Flat/Shop/Unit and that the Allottee hereby authorizes the Builders to effect such forfeiture without any notice to the Allottee and the Allottee has agreed to this condition to indicate full commitment to faithfully fulfill all the terms and conditions contained in the Allottee application and this Agreement.

PAYMENT PLAN

The Allottee agrees and undertakes to pay the balance amount of the Sale Price in 3.1 accordance with the payment plan detailed in Schedule of Payments annexed at Annexure II hereto. In the event the Allottee fails, neglects and/or delays the payment of installments then, notwithstanding the right of the Builders to cancel such allotment at its sole discretion at any time after such default in such payment occurs, the Builders may at its sole option and discretion, without prejudice to any other rights provided to the Allottee under this Agreement, waive such failures, neglects and/or delays in the payment of installments but only on the condition that the Allottee shall pay interest on the installment due, in addition to the installment due, to be calculated from the due date of outstanding installment @ 18 % per annum compounded quarterly till the date on which such installment is paid by the Allottee to the Builders. It is made clear and so agreed by the Allottee that the exercise of such discretion to waive such failures, neglects and/or delays in the payment of installments by the Builders shall not be construed to be a precedent and/or binding on the Builders to exercise such discretion in case of other Allottee.

4

STAR SUD

RECEIPT

Date: ____/___/2010.

Received of and form MR. GHANSHYAM SAHANI the PURCHASER, sum of Rs. 1,00,000/- (Rupees One Lacs Only) on or before the execution of Agreement to sale dtd. the part payment towards sale of Flat bearing No. 702 on 7th Floor having a Carpet Area of 67.30 Sq.Mtr. in the Building to be constructed on Plot No. 6, adm. about 2719.120 Sq.Mtr. Situated at Sector - 18, Kharghar Village, Navi Mumbai Tal. Panvel and Dist. Raigad.

The said payment made as under:

Sr. No.	Date	Cheque No.	The Vital Control of the Vital
1	30/10/2010		Drawn On Amount
		583613	State Bank of India, Anushaktinagar 2 Rs. 1,00,000/
WE SAY F	RECEIVED		The second of
			Annes - 3

. Rs. One Lacs Only/-

Dated:

Place :

I/WE SAY RECEIVED

M/S. BALAJI ASSOCIATES through its Partner SHRI. ROSHAN SHETH

Witness:

Horizo (Nassimha Raju



REF. NO. CIDCO/ATPOY 012 = 1

CITY & INDUSTRIAL DEVELOPMENT CORRES

26 JUL 2010.

COMMENCEMENT CERTIFICATE

Planning Act, 1966 (Maharashtra XXIVII) of the Maharashtra			
Planning Act, 1966 (Maharashtra XXIVII) of 1966 to	Regional	and	Town

Road No. - Soulaites

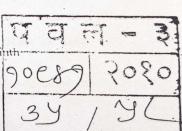
Navi Mumbai. As per the approved plans and subject to the following conditions for the

development work of the proposed Residential cum commercial Bro A = 3560.636 m2+ commercial Br

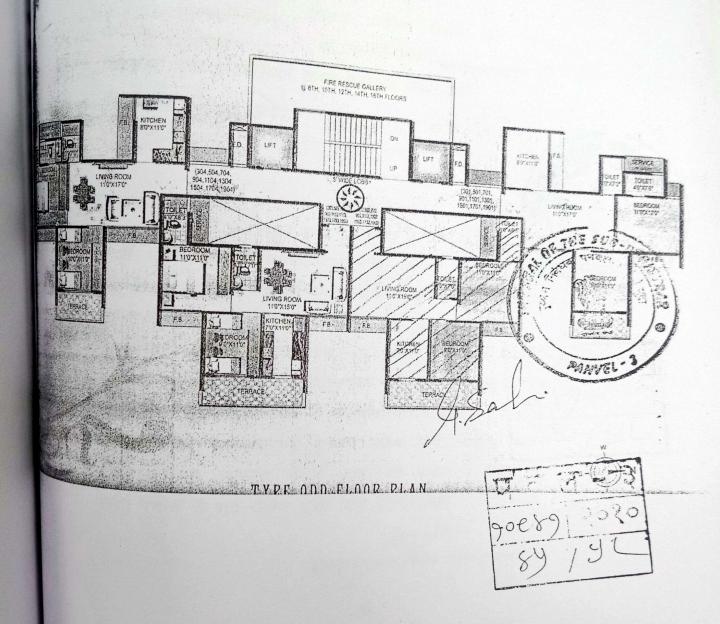
(Nos. of Residential Units 78 Nos. of Commercial units 6)

- 1. This Certificate is liable to be revoked by the Corporation if :-
 - 1(a) 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 Sametioned plans.
 - 1(b) Any of the conditions subject to which the same is granted or any of the restrictions imposed upon by the Corporation is contravened.
 - 1(c) The Managing Director is satisfied that the same is obtained by the applicant through fraud or Misrepresentation and the applicant and/or any person deriving title under him, in such an event shall be deemed to have carried out the development work in contravention of section-43 or 45 of the Maharashtra Regional and Town Planning Act-1966.
- 2. The applicant shall:
 - 2(a) Give a notice to the Corporation for completion of development work upto plinth level, atleast 7 days before the commencement of the further work.
 - 2(b) Give written notice to the Corporation regarding completion of the work.
 - 2(c). Obtain Occupancy Certificate from the Corporation.
 - 2(d) Permit authorised officers of the Corporation to enter the building or premises, for which the permission has been granted, at any time for the purpose of ensuring the building control Regulations and conditions of this certificate.
- 3. The structural design, building materials, installations, electrical installations etc. Shall be in accordance with the provision (except for provision in respect of floor area ratio) as prescribed in the National Building Code or and for ODCRs 1975 in force.
- The Certificate shall remain valid for period of 1 year from the date of its issue, thereafter revalidation of the same shall be done in accordance with provision of Section 48 of MRTP Act- 1966 and as per regulation no.16.1(2) of the GDCRs 1975.





ANNEXURE - VI LAYOUT PLAN





ANNEXURE - III

THE SCHEDULE OF THE PLOT ABOVE REFERRED TO

ABOVE REFERRED TO ABOVE REFERRED TO ABOVE REFERRED TO Sq. Mtrs. at Sector -18, Kharghar, Navi Mumbai or thereabout. All THAT pleases and Sector -18, Kharghar, Navi Mumbai or thereabouts and bounded as follows

11Metre Wide Road

On or towards the South by

17.50 Metre Wide Channel

On or towards the East by

Road

:-

on or towards the West by

Plot No. 5

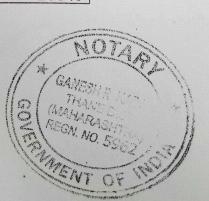
THE SCHEDULE OF THE FLAT/SHOP ABOVE REFERRED TO

Flat/Shop/Unit No. 702 on the 7th Floor, admeasuring 67.30 Sq Mtrs. (Carpet area) in the Project Known as " MONARCH LUXURIA" to be constructed on Plot bearing no. 06, admeasuring about 2719.120 Sq. Mtrs. at Sector -18, Kharghar, Navi Mumbai.

ANNEXURE - IV SCHEDULE OF PAYMENT

This payment is for the balance value payable after adjustment of the advance paid by you which please note.

At time of Booking Commencement of Work	20%
On completion of Plinth	10%
On completion of 3rd Slab	10%
6th Slab	5%
9th Slab	5%
12th Slab	5%
15th Slab	5%
.8th Slab	5%
2nd Slab	5%
Brick work	5%
orick work, masonary including door, window frame, fixing	5%
nternal plaster a	
nternal plaster & External plaster	5%
Staircase finishes & External plaster	
window shares, fixing of door	
umbine a painting, etc.	5%
Poses	5%
otal	5%
	100%



इस्तक्रमांक व वर्ष: 10941/2010

fuesday, November 02, 2010

सूची क्र. दोन INDEX NO. II

दुय्यम निबंधक: सह दु.नि.पनवेल 3

नॉदणी 63 म

Regn. 63 m.e.

गावाचे नाव: खारघर

(1) विलेखाचा प्रकारं, मोबदल्याचे रवरूप करारनामा

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बा.भा. रू. 2,672,000.00

(2) भू-मापन, पोटहिरसा व घरक्रमांक (असल्यास)

(1) वर्णनः सदनिका क्र 702, सातवा मजला, मोनार्च लक्जरीया,प्लॉट नं 6, संक्टर 18,खारघर ता पनवेल जि रायगड ** 67.30 चौ मी कारपेट

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(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा

(1)

(5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता

(1) में / बालाजी असोसिएट्स तर्फे भागीदार रोशन शेट यांचे तर्फे कु मु म्हणून संकेत फासे - -; घर/फ़लॅट नं: वुडलॅन्ड कॉम्प्लेक्स, न्यु लिंग रोड उल्हासनगर; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: --; पेठ/वसाहत: -; शहर/गाव: --; तालुका: -; पिन: -; पॅन नम्बर:

(6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता

(1) घनश्याम साहनी - -; घर/फ़लॅट नं: अनुशक्तीनगर, गुंबई 94; गल्ली/रस्ता: -; ईमारतीचे नाव: --; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -;पिन: -; पॅन नम्बर: AXYPS 9222R .

(7) दिनांक

(8)

करून दिल्याचा 02/11/2010

नोंदणीचा

02/11/2010

(9) अनुक्रमांक, खंड व पृष्ट

10941 /2010

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क

रज 223256.25

(11) बाजारभावाप्रमाणे नोंदणी

रत 30000.00

(12) शेरा

सह दुध्यम निबंधक पनवेल-३ (वर्ग-२)





TESTED TRUE COPY

GANESH R. KADAM

ADVOCATE & NOTARY C-1/7/2:3, Sector - 2, Opp. Green City Vashi, Navi Mumbai - 400703

TY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

D. OFFICE :

No.

MAL", 2nd Floor, Nariman Point,

nbal - 400 021.

ONE: (Reception) 00-91-22-6650 0900

00-91-22-6650 0928

:00-91-22-2202 2509 / 6650 0933

HEAD OFFICE :

CIDCO Bhavan, CBD-Belapur, Navi Mumbal - 400 614.

PHONE: 00-91-22-6791 8100 : 00-91-22-6791 8166

Date:

0 4 OCT 2013

11

CIDCO/BP-6495/ATPO (NM & K)/2013/ 1502-

Unique Code No. 2 0 2 3 0 0 4 3 0

OCCUPANCY CERTIFICATE

I hereby certify that the development of Residential-Cum-Commercial Building (Gr.+21 floors) [Resi. BUA=3540.285 Sq.mtrs. Comm. BUA= 511.966 Sq. mtrs. Fitness Centre in FSI BUA=26.413 Sq.mtr. Total BUA=4078.664 Sq.mtrs. [Free of FSI Fitness Centre BUA=70.805 Sq.mtr. & Society Office BUA=24.909 Sq.mtr.] (No. of Units Resi.-78, Comm -16)] on Plot No.06, Sector-18 at Kharghar of Navi Mumbai completed under the supervision of M/s. Dimensions Architects Pvt. Ltd., has been inspected on 25/07/2013 and I declare that the development has been carried out in accordance with the General Development Control Regulations and the conditions stipulated in the Commencement Certificate dated 26/07/2010 and that the development is fit for the use Maniner for which it has been carried out. 4110113

(Manjula Nayak) Addl. Town Planning Officer(BP)

Navi Mumbai & Khopta

M. Sali



Residential | Commercial | Hospitality

BALAJI ASSOCIATES

Corporate Office: MONARCH EMPIRE, Villa - 1, Mayuresh Chambers. Plot No. 60, Sector-11, CBD Belapur, Navi Mumbai - 400 614. Tel.: +91-22-27564001, 27574100 | E-mail: Info@monarchuniversal.com Web: www.monarchuniversal.com



Date: 22ND February, 2014

POSSESSION LETTER

We BALAJI ASSOCIATES having address Raheja Arcade, 419, 4th Floor, Plot No. 61, Sector - 11, CBD Belapur, Navi Mumbai do hereby CERTIFY AND CONFIRM that we have handed over the peaceful and vacant possession of Flat No. 702 on 7th Floor in Monarch Luxuria, Plot No. 6, Sector- 18, Kharghar, Navi Mumbai as per the Agreement dated 2nd November, 2010 upon receiving the agreed consideration stated therein.

FOR BALAJI ASSOCIATES

(THE BUILDER/DEVELOPER)

Ghanshyam Sahani having Address: 612, Akash Ganga, Mr. We Anushaktinagar, Mumbai - 400094 do hereby CERTIFY AND CONFIRM that I have received the peaceful and vacant possession of Flat No. 702 on 7th Floor in Monarch Luxuria, Plot No. 6, Sector-18, Kharghar, Navi Mumbai from BALAJI ASSOCIATES having address at Raheja Arcade, 419, 4th Floor, Plot No. 61. Sector - 11, CBD Belapur, Navi Mumbai and is in good condition and all work has been completed as per the Agreement dated 2nd November, 2010 to our complete satisfaction.

Witnesses:

1.

2.

M. Sor

MONARCH LUXURIA CHS, LTD,

Reg. No.: NBOM/CIDCO/HSG(OH)/6110/JTR/2015-16

PLOT NO. 6, SECTOR-18, KHARGHAR, NAVI MUMBAI - 410 210

Share Certificate No. 022

Member's Regn. No.: 022

No. of Shares: 10

Share Certificate

Authorised Share Capital Rs. 94000/Divided into 1880/- Shares each of Rs. 50/- only

THIS IS TO CERTIFY that Shri/Smt.M/s. MR. GHANSHYAM SHANI of

Flat / Shop No. 702 is the Registered Holder of TEN fully paid up shares of Rs. 50/- (Rupees

Fifty Only) each, bearing Distinctive numbers from 211 to 220 both inclusive in the

MONARCH LUXURIA CHS LTD. Plot No. 6, Sector-18, Kharghar, Navi Mumbai. Subject to the

bye-laws of the said Society.

Given under the Common Seal of the said Society at KHARGHAR, NAVI

MUMBAI this 15TH Day of January 2016.

gramer,

Authorised M.C.Member

15/1

Secretary

Chairman

P.T

xisting Cu	A (PERSONAL DETAILS) Stomer Yes No	GUARANTOR
lame	First Name CIF No/ Account No. 30164697 112 Account No.	
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	Single Married Other	
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dress 2		
dress 3		
code	Village City	
autot [State	
strict	Country	
bile No.	Email ID	
applicant/co-	applicant/guarantor is near relative of any of the director (including Chairman and Managing Director) of SBI/ other Bank?	
signation	Chairman Managing Director Other Director	No
me of the Ch	First Name Middle Name Last Na	ime
	f Bank/ Subsidiary/ Schedule co-operative Banks/ Trustees of Mutual Fund/ Venture Capital Fund.	
licate Name o	h applicant/ co applicant/ guarantor	
dicate Name o	Doughton finds of	
lationship wit	Charles II .	
Spouse (Dep	Brother (including step brother)	Daughter's husba
Spouse (Dep	g step-son) (Dependent) Brother (including step brother) Spouse (Independent) Mother (including step mother) Son (including step-son) (Independent) Brother (including step brother) of spouse Daughter (including step daughter) (Dependent) Sister (including step brother)	Daughter's husba

Annexure-A

SBI Home Equity Loan- Application Form

Currer of 2 nd
Name:

Current photograph of 2 nd applicant	Current photograph of 3 rd applicant
Name:	Name

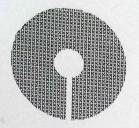
To.

State Bank of India Chomber Poranch, Mumber

Dear Sir/Madam,

I/We have availed Home Loan of Rs. 34 Lakes. The State Bank of India as per the details furnish to the	The Foren Land.
State Bank of India as per the details furnished believe purpose of Housing found per nove therefore, request you to sanction loan of the	W Me pood funda for the
purpose of Housing Loan for ponnor	ha ansested home
. I was a subject of the subject of	150 1001
LIVE CO.	\
Scheme. I/We hereby undertake that the funds raised used by me/us for speculative purposes.	through this loan will not be

i	Existing Home Loan account number Existing Home Equity or Home plus account number, if any			31	- 6411	8663			
III	Savings Ba	nk/ Curr	rent Account	Number	761	1.10			
iv	Personal de	tails of	applicants:		30/6	=469	197	5	
	Parameters	Age (years)	Educational Qualifications	No. of Dependents	Current Employment	Current Resider & contact no.	tral Address		
	1st Applicant 2nd Applicant	48	MSC. Phy)	Mil	Occupation GOVF SEGUIZA		losa	01 2	
	3rd Applicant			,				mula	4-400



State Bank of India, Anushakti Nagar Branch, Ground Floor,Dilwara Building, Anushakti Nagar,Mumbai 400 094 Phone No: 25502242, 25502979

Fax No: 25502009

ANUSHAKTI NAGAR (10124)

Email: sbi.10124@sbi.co.in

The Assistant General Manager (RACPC) State Bank Of India, 603 & 604 6th Floor, Kirol Road, Kohinoor Commercial Complex, Kurla West

Date: 03/06/2023

Dear Sir/Madam,

We are forwarding you the Home loan application along with all the necessary documents of Mr. Ghanshyam Sahani for your further processing.

Yours faithfully,

Branch Marrager.

Voluntion - Valtukala - 06/06/28

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