



AGREEMENT FOR SALE

Flat No. P1-2001 on 20th floor of the building
Promenade I, II, III, IV in the project 'The Address'.

My address:



WADHWA RESIDENCY PVT. LTD.

301 Platina, Plot no. C-59, G Block,
Bandra Kurla Complex, Bandra (E) Mumbai - 400 051
Ph: +91 22 6730 8400 | Fax: +91 22 6730 8401
Email: info@wadhwadevelopers.com Web: thewadhwagroup.com



पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

Saturday, September 03, 2016

5:49 PM

पावती क्र.: 8081

दिनांक: 03/09/2016

गावाचे नाव: विक्रोळी

दस्तऐवजाचा अनुक्रमांक: करल3-7295-2016

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: आशुतोष - बाजपेयी

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 3000.00

पृष्ठांची संख्या: 150

DELIVERED

एकूण:

रु. 33000.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

6:08 PM ह्या वेळेस मिळेल.

आशुतोष

सह दु.निबंधक कुर्ला - 3

सह. दुष्यम निबंधक

कुर्ला-३ (वर्ग-२)

बाजार मूल्य: रु. 12625000 /-

मोबदला रु. 16600000/-

भरलेले मुद्रांक शुल्क : रु. 830100/-

1) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु. 30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH003689394201617S दिनांक: 23/08/2016

बँकेचे नाव व पत्ता: Panjab National Bank

2) देयकाचा प्रकार: By Cash रक्कम: रु 3000/-

आशुतोष

मूळ दस्त, स्कॅन प्रिंट

मिळाली

DELIVERED

मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)

03 September 2016 05:46:33 PM

Valuation ID 201609032617

करल 3
 मूल्यांकनाचे वर्ष 2016
 जिल्हा मुंबई(उपनगर)
 मूल्य विभाग 111-विकोळी - कुर्ला
 उप मूल्य विभाग 111/529 A भूभाग लाल बहादूर शास्त्री मार्ग (वाधवा कॉम्प्लेक्स मधील मिळकती) सि टि एस नं 8,50,82
 सर्व्हे नंबर /न भू क्रमांक सि टी एस नंबर#50

वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	मोजमापनाचे एक अचौरस मीटर
खूली जमीन 69600	148900	164900	222600	151300	

बांधीव क्षेत्राची माहिती	मिळकतीचे क्षेत्र	बांधकामाचे वर्गीकरण	उदववाहन सुविधा	प्रकल्पाचे क्षेत्र
मिळकतीचा क्षेत्र	69.92 चौरस मीटर	1-आर सी सी	आहे	2 to 10 hector
मिळकतीचा प्रकार	मिळकतीचा वापर	मिळकतीचे वय	मजला	
बांधीव	निवासी सदनिका	0 TO 2 वर्ष	11th floor To 20th floor	
मूल्यदर/बांधकामाचा दर				Rs 148900/-

(सूत्र) प्रकल्पाचे क्षेत्रानुसार दर = ((घसा-यानुसार मिळकतीचा प्रति चौ मीटर मूल्यदर) * 105 %)

प्रकल्पाचे क्षेत्रानुसार निवासी सदनिका करिता प्रती चौ मीटर दर = Rs.156345/-

मजला निहाय घट/वाढ = 110% apply to rate= Rs.171980/-

घसा-यानुसार मिळकतीचा प्रति चौ मीटर मूल्यदर = (((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * घसा-यानुसार नविन दर) + खुल्या जमिनीचा दर)
 = (((171980-69600) * (100 / 100)) + 69600)
 = Rs.171980/-

A) मुख्य मिळकतीचे मूल्य = वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र
 = 171980 * 69.92
 = Rs.12024841.6/-

करल - ३
 ७२९५ १ १५०
 २०१६

एकत्रित अंतिम मूल्य

= मुख्य मिळकतीचे मूल्य + तळघराचे मूल्य + मेझनाई मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + बटिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + भारतीय भोवतीच्या खुल्या जागेचे मूल्य
 = A + B + C + D + E + F + G + H
 = 12024841.6 + 0 + 0 + 0 + 0 + 0 + 0 + 0
 = Rs.12024841.6/-

Home

Print



सह. दुय्यम निबंधक
 कुर्ला-३ (वर्ग-२)

१. दस्ताचा प्रकार : ४२११११११ अनुच्छेद क्रमांक: २५ (b)
२. सादरकर्त्याचे नाव : ३१२५ जेठ वीरपेयी
३. तालुका: मुंबई / अंधेरी / बोरीवली / कुर्ला
४. गावाचे नाव: विठ्ठल
५. नगर भुमापन क्रमांक/सर्व्हे क्र./अंतिम भुखंड क्रमांक:- ५०
६. मूल्य दरविभाग (झोन):- १११ ७. उपविभाग: ५७५
८. मिळकतीचा प्रकार: खुली जमीन / निवासी / कार्यालय / दुकान / औद्योगिक
प्रति चौ. मी. दर:- १,५८,५००
९. दस्तात नपुद केलेल्या मिळकतीचं क्षेत्रफळ:- ६७.९२ कारगेट बिल्ट अप चौ.मीटर/फुट
१०. कारपार्किंग: १३.९५ गच्ची: ३ पोस्टवाळा:-
११. मजला क्रमांक:- २०वा उदवाहन सुविधा करल - ३
१२. बांधकाम वर्ष:- २०१५ घसारा: २ अर्ध/नाही
१३. बांधकामाचा प्रकार:- आरआरसी / इतर पक्के / अर्ध पक्के / कच्चे
१४. बाजारमूल्यदर तक्त्यातील मार्गदर्शक सूचना क्रं:- २०१५ जमिने दिलेली घट / वाढ
१५. भाडेकरू व्यापार मिळकत असल्यास:- १. त्याच्या ताब्यातील क्षेत्र (जुने क्षेत्र) २
२. नवीन इमारतीत दिलेले क्षेत्र १
३. भाड्याची रक्कम:- १
४. अतिमाह भाडे रक्कम:- १
५. असामत रक्कम/आगावू भाडे:- १
६. बालावर्धी १

उदवाहन सुविधा	करल - ३
अर्ध/नाही	२
जमिने दिलेली घट / वाढ	१५०



१६. निर्धारित केलेले बाजारमूल्य १,२६,२५,०००
१७. दस्तामध्ये दर्शाविलेली १,६६,००,०००
१८. देय मुद्रांक शुल्क: ८,३०,००० १९. धारलेले मुद्रांक शुल्क: ८,३०,१००
२०. देय नोंदणी फी :- ५०,०००

निधीक

सह. दुय्यम निबंधक
कुर्ला-३ (वर्ग-२)

$2 \times 148900 + 10\% = 1,14,52,196 + 5\% = 1,20,24,806$
 $\times 148900 \times 0.25 + 10\% = 5,71,217 + 5\% = 5,99,778$
1,26,24,584

महाराष्ट्र शासन

GOVERNMENT OF MAHARASHTRA

ई-सुरक्षित बैंक व कोषागार पावती

E-SECURED BANK & TREASURY RECEIPT (e-SBTR)

14089996683961



Bank/Branch: PNB/KHAR (6629)
Txn id : 230816M568076
DtTime : 23-08-2016@02:42:19
hallanIdNo: 03006172016082250528
District : 7101/MUMBAI

Stationery No: 14089996683961
Print DtTime: 23-08-2016@15:29:35
GRAS GRN : MH003689394201617S
Office Name : IGR199/KRL3_JT SUB REGIST

Duty Schm: 0030045501-75/Sale of Other NonJudicial Stamps SoS
Duty Amt : R 8,30,100/- (Rs Eight, Three Zero, One Zero Zero only)

gnFee Schm: 0030063301-70/Ordinary Collections IGR
gnFee Amt : R 30,000/- (Rs Three Zero, Zero Zero Zero only)

Article : B25/Agreement to sale/Transfer/Assignment
Prop Mvblty: Immovable Consideration: R 1,66,00,000/-
Prop Descr : FLAT NO 2001, 20TH FLOOR, PROMENADE 1 THE, ADDRESS OPPR CITY MALL LBSM
MARG GHATKOPAR, WEST MUMBAI, Maharashtra

Duty Payer: (PAN-AEKPB7911F) ASHUTOSH BAJPAI
Other Party: (PAN-AADCR0872M) WADHWA RESIDENCY PVT LTD

VASANTI PAI
39377

कर - ३		
०२०५	३	५०
२०१६		



Bank official1 Name & Signature

Bank official2 Name & Signature

--- Space for customer/office use --- Please write below this line ---

WADHWA RESIDENCY PVT LTD

Shabana

Director

Sitoshaji

hatina





3602		
016	2	11000
E - 1114		

करल - ३		
१०२०५	५	१५०
२०१६		

Data of ESBTR for GRN MH003689394201617S

Bank - PUNJAB NATIONAL BANK

Branch	KHAR	
Stationary No	230816M568076	14089996683961
Print DtTime	23/08/2016 14:42:19	23/08/2016 15:29:36
GRAS GRN	03006172016082250528	MH003689394201617S
Office Name	7101 / MUMBAI	IGR 1997 KRLA JT SUB REGISTRAR KURLA NO

Schm : 0030045501-75/ Stamp Duty(Bank Portal)
 Amt : Rs 8,30,100.00/- (Rs Eight Lakh Thirty Thousand One Hundred Rupees Only)

e Schm : 0030063301-70 / Registration Fee
 e Amt : Rs 30,000.00/- (Rs Thirty Thousand Rupees Only)

Only for verification-not to be printed and used

B25
 Property : Immovable
 Consideration : 1,66,00,000.00/-
 descr : FLAT NO 2001,20TH FLOOR,PROMENADE 1 THE,ADDRESS OPP , R CITY MALL LBS
 : MARG GHATKOPAR,WEST MUMBAI,Maharashtra
 : 400086
 Buyer : PAN-AEKPB7911F ASHUTOSH BAJPAI
 Party : PAN-AADCR0872M WADHWA RESIDENCY PVT LTD

Scroll No : 1
 Scroll Date : 24/08/2016
 Edit Date : 24/08/2016
 Number : 9820918851



करल - ३		
७२०५	६	१५०
२०१६		



करल - ३		
६२०५	१०	२५०
२०१६		

६ - ५५५



Ashutosh Bajpai
Pratima Bajpai

PK

THIS ARTICLES OF AGREEMENT is made at Mumbai on this 03 day of SEPTEMBER 2016 **BETWEEN WADHWA RESIDENCY PRIVATE LIMITED** a company incorporated and registered under the Companies Act, 1956 and having its registered office at 301, Platina, Plot No. C-59, G-Block, BKC, Bandra (East), Mumbai-400051 (hereinafter referred to as **"the Promoters"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in title) of the **ONE PART**;

AND

Mr. Ashutosh Bajpai (age: 46) PAN No. **AEKPB7911F**, & **Mrs. Pratima Bajpai** (age: 44) PAN No. **AIXPB9117G**, of Indian Inhabitant residing at/ having his/her/their address at, **A-904, Hill Side, Raheja Vihar, Powai, Andheri (East), Mumbai - 400 072, Maharashtra, India**, hereinafter referred to as **"the Flat Purchaser/s"** (which expression shall unless it is repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators and assigns) of the **OTHER PART**:

PK

Ashutosh Bajpai
Pratima Bajpai

करल - ३		
10204	८	१५०
WHEREAS:		
२०९६		

A. By and under an indenture dated 11th July 1955 executed by and between Godrej & Boyce Manufacturing Company Limited ("Godrej") and Asbestos Magnesia & Friction Materials Limited ("AMFM") and registered with the Sub-Registrar of Assurance at Mumbai under Serial No. 5479 of 1955, Godrej granted, conveyed and assured in favour of AMFM a piece and parcel of land admeasuring in aggregate 26,226.75 sq. yards (equivalent to about 21,928.80 sq. meters) situate, lying and being off and to the East of the Bombay Agra Road in the village Vikhroli, Turuf Marole, Taluka Salsette, Registration Sub-District of Bandra, District Mumbai Suburban (now forming part of Greater Mumbai) and more particularly described in the First Schedule thereunder written and in the **First Schedule** hereunder written (hereinafter referred to as "Part A Property") for the consideration and on the terms and conditions more particularly set out therein.

B. By and under a Sub-Lease dated 11th July 1955 executed by and between Godrej (therein referred to as the Sub-Lessor) and AMFM and registered with the Sub-Registrar of Assurance at Mumbai under Serial No. 5477 of 1955, Godrej demised in favour of AMFM for the residue of the term 'in' perpetuity granted by the Instrument dated 7th July 1835 and 30th November 1837 (therein collectively referred to as "the said Lease") piece and parcel of land admeasuring in aggregate 58,439.25 sq. yards (equivalent to 48862.45 square meters) situate lying and being off and to the East of the Bombay Agra Road in the village Vikhroli, Turuf Marole, Taluka Salsette, Registration Sub-District of Bandra, District Mumbai Suburban (now forming part of Greater Mumbai) and more particularly described in the First Schedule thereunder written and secondly all those three pieces of land or ground situate at Vikhroli within Greater Bombay containing by admeasurement in aggregate an area of 1270 ½ sq. yards or thereabouts forming part of Part A Property and more particularly described in the second schedule thereunder written (hereinafter referred to as "**Part B Property**"), and more particularly described in the **Second Schedule** hereunder written for the consideration and on the terms and conditions more particularly set out therein.

Retoshkappa *hastina*

[Signature]

करल - ३		
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C. By and under an Indenture dated 27th November 1964 executed by and between AMFM (therein referred to as the Vendor) and Hindustan Ferodo Limited (HFL) (therein referred to as the Purchaser and then known as Hindustan Composites Limited-(HCL)) and registered with the Sub-Registrar of Assurances at Mumbai under Serial No. 692 of 1965, AMFM

(a) granted, conveyed and assured, in favour of the HFL, Part A Property which is more particularly described in Third Schedule thereunder written and First Schedule hereunder written together with the building constructed thereon by AMFM;



(b) granted, conveyed and assured, in favour of the HFL, another land admeasuring 2314 square yards (equivalent to 1934.80 sq. meters) bearing Survey No. 52 (part) situate lying and being off and to the East of the Bombay Agra Road in the village Vikhroli, Turuf Marole, Taluka Kurla, Registration Sub-District of Bandra, District Mumbai Suburban and more particularly described in Third Schedule thereunder written (hereinafter referred to as "Part C Property") together with the building constructed thereon by AMFM and more particularly described in the **First Schedule** hereunder written;

(c) assigned and transferred in favour of the HFL, Part B Property, which is more particularly described in First Schedule (thereunder written and Second Schedule hereunder written together with the building constructed thereon by AMFM;

(d) assigned and transferred in favour of the HFL all those pieces and parcels of land admeasuring 1270.50 sq.yards or thereabout more particularly described in Second schedule thereunder written and forming part of Part A Property hereunder for the consideration and subject to the terms and conditions more particularly setout therein.

D. By and under Indenture dated 28th January 1967 executed by and between Godrej (therein referred to as the Vendor), AMFM (therein referred to as the Confirming

Sitoshkumar

AK

करल - ३		
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२०११		

- Party) and Hindustan Ferodo Limited (therein referred to as the Purchaser and thereafter known as Hindustan Composites Limited) and registered with the Sub-Registrar of Assurances at Mumbai under Serial No. 396 of 1967, Godrej also granted, conveyed and assured in favour of the HFL the said Part C Property and AMFM had confirmed the same, for the consideration and on the terms and conditions more particularly setout therein.
- E. In the circumstance, Hindustan Ferodo Limited (HCL)(then known as Hindustan Composites Limited) became seized and possessed of Part A Property, Part B Property and Part C Property collectively admeasuring in aggregate 86,980 square yards (equivalent to 72,225.05 square meters or thereabouts) in the manner provided for in the aforesaid documents.
- F. Part A Property, Part B Property and Part C Property are hereinafter collectively referred to as **"the said Property"**. The said Property together constitute one composite property, which has been allotted CTS Nos. 50, 50/1 to 50/7 and 50/35 to 50/44 and admeasure, as per City Survey Records, 71,145.50 sq. meters or thereabouts. A more particular description of the said composite property, is given in the **Third Schedule** hereunder written and is shown on the plan annexed hereto and marked as **Annexure "A"**.
- G. Copy of the Layout Plan of the entire large layout with the Blocks therein is shown and marked as **Annexure 'B'** and the copy of the Property Register Cards in respect of the said composite property are annexed hereto and marked as **Annexure 'C'**.
- H. HFL, since the time it stood possessed of the said Property, was running its factory / industrial establishment on the said Property till 2nd August, 2006.
- I. By an Order No. AVC/LNDC/A 5997 dated 20th April 1970 passed by the Deputy Collector, Mumbai, HFL was authorized non-agricultural use of the said Property on the terms and conditions setout therein.
- J. Pursuant to an application made by HCL, the Commissioner of Labour, Government of Maharashtra, Mumbai has, by and under its Order dated 2nd August 2006, granted

Sitoshaji Khatiwale

[Signature]

करल - ३		
७२५५	९३	१५०
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permission under Section 25-O(1) of the Industrial Disputes Act, 1947, for closure of the HCL's factory / industrial establishment which was located on the said Property. Pursuant to the said Order, the Vendor has closed its factory/ industrial establishment. HCL has paid all the labour dues in accordance with the Minutes of the Order dated 21 November 2006 passed in Writ Petition No. 2112 of 2006 filed in the High Court at Bombay.

K. The Registrar of Companies, Maharashtra, Mumbai, has issued a change of name certificate dated 5th February 2010, certifying that the name of the aforesaid "Raghuleela Lessors and Developers Private Limited" has changed to "Wadhwa Residency Private Limited" (the Promoters herein) in pursuance of Section 23(1) of the Companies Act, 1956.



L. The Property Register Cards in respect of the said Property bearing CTS No.50, 50 /1 to 50 /7 and 50 /35 to 50/44 all of Vikhroli Division will reflect the name of Wadhwa Residency Private Limited, as the owner/holder thereof after the same has been updated by the concerned Municipal /Government Department/Authority, after the conveyance of the said Property to the Company under the aforesaid Indenture dated 18th January 2010.

M. The Promoters now developing the said Property as a common layout. The said Property was earlier in the "Industrial Zone" and wide an order dated 24th February 2010 from MCGM bearing No. CHE/1523/DPES it has been converted to the "Residential Zone";

N. By an Indenture dated 18 January 2010 between Hindustan Composites Limited (therein referred to as the Vendor) and Raghuleela Lessors and Developers Private Limited (therein referred to as the Purchaser), HCL did thereby convey, transfer and assign all that piece and parcel of land bearing CTS Nos. 50, 50/1 to 50/7 and 50/35 to 50/44 admeasuring 71,145.50 sq. meters or thereabouts together with the structures standing thereon situate, lying and being at Village Vikhroli, Taluka Ghatkopar in the Registration District and Sub- District and Sub-District of Mumbai

Sitapathi
hclma

AM

करल - ३		
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२०१५		

The said Indenture is duly stamped and registered with Sub-Registrar of Assurances Kurla-3 under No.BDR13-00650-2010 dated 18 January 2010.

O. By and under a Debenture Subscription Agreement ("**the DSA**") dated 6th March, 2014 executed by and between Reliance Capital Limited ("**RCL**"), Wadhwa Group Holdings Private Limited, The Portfolio Management Clients of Reliance Capital Asset Management Limited – PMS Division represented by Reliance Capital Asset Management Limited ("**RCAM**") and the Promoters herein, RCL and RCAM have invested an amount of INR 77,93,46,600/- (Rupees seventy seven crore ninety three lakh forty six thousand and six hundred) by subscribing to 77,93,466 senior fully secured non convertible redeemable debentures of the face value of INR 100/- (Rupees hundred each ("**the NCDs**") in the manner and on the terms and conditions provided in the DSA. The NCDs can be transferred by RCL to any of its affiliates or group companies. RCL and all such transferees to whom the NCDs are transferred from time to time and all such persons holding the NCDs or any of them from time to time are hereinafter referred to as "**the Debenture Holders**").

P. Simultaneously, the Parties to the DSA and IDBI Trusteeship Services Limited ("**the Debenture Trustee**") have also executed a Debenture Trust Deed dated 7th March, 2014 ("**the DTD**") registered with the office of the sub-registrar of assurances at Nahur under serial no. 2241 of 2014. Under the DTD, the Debenture Holders have a right under certain circumstances, to be exercised through the Debenture Trustee in the manner provided in the DSA and the DTD, to sell inter-alia certain identified units ("**REL Mortgaged Premises**") (which excludes the said Flat which is the subject matter of this MOFA Agreement) as set out in the said DTD.

Q. By an Indenture of Mortgage and Charge dated 31st July, 2015 made between the Promoter herein, as the Borrower of the One Part and Bank of Baroda, therein and herein referred to as the Lender of the Other Part and registered with the Sub-Registrar of Assurances, Kurla-3, under Serial No.KRL-3/5754/2015, the Lender therein had provided financial assistance for a sum of Rs.7,50,00,00,000/- (Rupees Seven Hundred and Fifty Crores Only) and in lieu thereof the Promoter herein has

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agreed to assign, convey, assure and transfer unto the Lender therein on a first charge basis by way of continuing security on the Property setout therein upon the terms and conditions setout therein.

R. The Promoters are desirous of utilizing the entire available and permissible Floor Space Index (FSI) of the said Property described in the Third Schedule, by constructing 1 residential building/s on North/East side of the said Property which is delineated on the layout plan annexed hereto and marked as **Annexure 'D'** and thereon shown surrounded by red colour boundary line to be known as "**Panorama**" having basement, podium, stilt and 21 or more upper floors and 3 residential building on South/East side of the said Property delineated on the layout plan annexed hereto and marked as **Annexure 'E'** and thereon shown surrounded by blue colour boundary line to be known as "**Vista**" having basement, podium, stilt and 21 or more upper floors and 4 residential/s building on North side of the said Property delineated on the layout plan annexed hereto and marked as **Annexure 'F1'** and thereon shown surrounded by Purple colour boundary line to be known as "**Promenade**" having basement, stilt and 22 or more upper floors and 4 residential/s building on South/East side of the said Property delineated on the layout plan annexed hereto and marked as **Annexure 'F'** and thereon shown surrounded by Green colour boundary line to be known as "**Boulevard**" having basement, podium, stilt and 28 or more upper floors, "**Panorama**", "**Vista**", "**Promenade**", "**Boulevard**" together shall form a part of the project "**THE ADDRESS**" (hereinafter referred to as "**the said Project**") and the same is developed in accordance with the building rules and regulations and bye-laws of the Municipal Corporation of Greater Mumbai (MCGM) and the provisions of the Development Control Regulations, 1991 and such other laws, rules and regulations as may be in force at present and/or at any time hereafter and also subject to such terms and conditions as may be imposed by the State Government or any other Competent Authority as may be permitted and sanctioned from time to time in accordance with the said plans and permissions;

S. The Promoters have got approved from the concerned local authority the plans, specifications, elevations, sections and details of the residential buildings and the

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MCGM has issued Intimation of Disapproval and Commencement Certificate (C.C.) Copies of the said I.O.D. and C.C. in respect of the said Project have been annexed hereto and marked Annexure "G" and "H", respectively;

T. The Promoters have entered into a prescribed Agreement with the Architect, Shri. Parmar & Associates and DSP Design Associates registered with the Council of Architects and also appointed M/s. Larsen & Tubro and Mr. Niranjana Pandya as Structural Engineers for preparing structural designs and drawings and specifications of the said Project to be constructed on the said Property and the Flat Purchaser/accept the professional supervision of the said Architect and the said structural Engineer till the completion of the said buildings unless otherwise changed. The Promoters reserves its right to terminate the said consultants / architects and appoint new professionals.



U. The promoters will be at liberty to get the benefit of Transfer of Development Rights (TDR) and also by purchasing the FSI of any other reserved plots/slums, nallas, public amenities which is adjacent, appurtenant to or surrounded by the existing Plot, roads or any such rights to load, utilise and consume it in the proposed development on the said Project as permissible by the MCGM, D.C. Rules and Regulations and other applicable laws from time to time;

V. The Promoters are entitled to and enjoined upon to construct the said buildings by utilizing the full permissible FSI, FSI by way of TDR, additional FSI purchased from government agencies, incentive/additional FSI on built-up Public-parking area or any FSI generated under any statutory regulations from time to time from the said Property and sell flats, duplex flats, units etc. and reference to the Flat Purchaser/s in this Agreement means purchasers of such premises;

W. The Flat Purchaser/s is/are informed and aware that, in accordance with Regulation No.33(24) of the Development Control Regulations for Greater Mumbai, 1991, the Promoters propose to avail of the incentive/additional FSI on built-up public car parking area by constructing a 2 level basement and 2 level podium parking area under the RG side of the said Property with separate access apart from the access of

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the Residential Project and which is to be handed over to the MCGM, free of cost and is to be operated and maintained by the MCGM as per their discretion. The Promoters are intending to reserve Parking spaces to be used exclusively by the general public (excluding the Flat Purchaser/s) having an access without infringing the private access of the Occupant/s of the Complex/Project. Upon the execution of this agreement, the Flat Purchaser/s hereby consents and shall not object to the said intention of the Promoters to reserve Parking spaces for general public which shall be a part of the said Project.



- X. The Promoters are also intending/proposing to construct building/Consisting units for shops and convenience activity which the Promoters shall have exclusive right to allot/dispose on such terms and conditions, as it may deem fit so. Such building/s consisting of units for shops and convenience activity shall be accompanied with separate entry and exit being isolated from the flat purchasers buildings in the said project.
- Y. The Promoters are also intending/proposing to construct service apartment/ quarters/store room at such level of the respective building for the use by the domestic help/drivers/any other persons who are engaged in any kind of providing services to the Flat Purchaser/s of the respective building/s, which the Promoters shall allot to the respective Flat Purchaser/s on such terms and conditions, as the Promoters may deem fit so. The said service apartment/ quarters/store room allotted by the Promoters to the respective Flat Purchaser/s shall be occupied / used by the said Flat Purchaser/s restricted to the purpose as allotted by the Promoters. Any change in the use and occupancy of the said service apartment/quarters/store room shall deprive the respective flat Purchaser/s right towards the said space and this event, the Promoters/Society shall have a right to take such actions such as restricted entry to and seizure of the said space by the Promoters/Society, in order to restrain the said Flat Purchaser/s for continuous use of the said space along with legal recourse to rectify the such change of use and occupation. However, allotment of such service apartments shall not empower any such membership rights to the allottees other than rights attached to the said premises.

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The Flat Purchaser/s has/have demanded from the Promoters and the Promoter have given copies and inspection of originals available with them to the Flat Purchaser/s of all the documents of title relating to the said Property, the plans, designs and specifications prepared by the Promoters' Architect and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promoter of Construction, Sale, Management and Transfer) Act, 1962 (hereinafter referred to as "the MOFA") and the rules made thereunder.

AA. A copy of the Certificate of Title issued by Kanga & Co., Advocates and Solicitors as well as copy of the floor plan of the flat agreed to be purchased by the Flat Purchaser/s approved by the concerned local authority have been annexed hereto and marked Annexures "I" and "J" respectively;

BB. The Flat Purchaser/s being fully satisfied in respect of the title of the Promoters to the said Property including the right of the Promoters to develop the said Property, has/have approached the Promoters and applied for purchase of Flat No. "2001" on the 20th floor in the Tower "PROMENADE 1" (hereinafter referred to as "the said Premises") and allotment of car parking space no. One in the ~~Stilt~~/basement, in the compound of the building to be known as "PROMENADE 1" (hereinafter to be referred to as "the said Building") in the project "THE ADDRESS" to be constructed on the said Property;

CC. The Flat Purchaser/s has/have entered into this Agreement with full knowledge of all terms and conditions contained in the documents, papers, plans, orders, schemes, etc.;

DD. In the event, the Flat Purchaser/s being a Non Resident Indian (N.R.I.)/Person of Indian Origin (PIO)/Overseas Citizen of India (OCI) intending to book and acquire a Residential premises/units from the said Promoter, then it shall be the sole responsibility of the said Flat Purchaser/s to procure the necessary/statutory permissions from the Reserve Bank of India or any other Competent Authority to that extent in order to acquire a Residential premises/units. The Promoters shall not

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be held liable for the deficiency of any statutory permissions being not available or procured by the respective Flat Purchaser/s.

EE. The Recreational Ground (RG) in the said large Layout shall be handed over to the MCGM and it shall remain the property of the MCGM. The MCGM shall be at its discretion lease or sub-lease the same to us or to any other body/Authority for its operation and maintenance for public use.

FF. Under Section 4 of the MOFA, the Promoters are required to execute a written Agreement for Sale of the said Premises with the Flat Purchaser/s being in fact these presents and also to register this Agreement under the Registration Act.

GG. Relying upon the said applications, declaration and agreements herein the Promoters agree to sell to the Flat Purchaser/s the said Premises at the price and on the terms and conditions hereinafter appearing.



NOW IT IS HEREBY AGREED, DECLARED, RECORDED AND CONFIRMED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. It is agreed between the parties hereto that all the recitals of this Agreement shall form part and parcel of the operative part of this Agreement and shall be read accordingly.

2. The Promoters shall construct 12 or more residential buildings on the area shown on the plan being **Annexure 'A'** hereto on the said Property more particularly described in **Third Schedule** hereunder written and more particularly delineated on the plan **Annexure "B"** hereto and thereon by blue coloured boundary line to be collectively known as the project **"THE ADDRESS"** as follows:-

a) 1 residential building/s on North/East side of the said Property delineated on the layout plan annexed hereto and marked as Annexure D and thereon shown surrounded by red colour boundary line to be known as **"Panorama"** having basement, podium, stilt and 21 or more upper floors;

b) 3 residential/s building on South/East side of the said Property delineated on the lay out plan annexed hereto and marked as Annexure E and thereon

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shown surrounded by blue colour boundary line to be known as "Vista" having basement, podium, stilt and 21 or more upper floors;

- c) 4 residential/s building on South/East side of the said Property delineated on the layout plan annexed hereto and marked as Annexure F1 and thereon shown surrounded by purple colour boundary line to be known as "Promenade" having basement, stilt and 22 or more upper floors;



4 residential/s building on North side of the said Property delineated on the layout plan annexed hereto and marked as Annexure F and thereon shown surrounded by Green colour boundary line to be known as "Boulevard" having basement, podium, stilt and 28 or more upper floors and subject to right to utilise further T.D.R. F.S.I and construct further floors/wings in accordance with necessary approvals, permissions and clearance from all

Statutory Authorities including Ministry of Environment and Forest Department, Coastal Regulation Zone, Urban Development Department and in accordance with the plans, designs and specifications approved by the MCGM and other local authorities which have been seen and approved by the Flat Purchaser/s with only such variations and modifications as the Promoters may consider necessary or as may be required by the concerned local authority/ Government to be made in them or any of them. It is specifically agreed and understood that if any consent is required to be taken by the Promoters before carrying out any of the changes, then the Flat Purchaser/s hereby shall not object for the same and that his/her/their agreeing and upon the execution of this presents shall be constituted of giving his/her/their irrevocable consent and shall be deemed to have given his/her/their consent. Provided that the Promoters shall not make any variations or modifications which may adversely limited only to the affected area and floor of the said Flat of the Flat Purchaser/s. As per the present construction plan, the Promoters are constructing the 12 or more residential towers shall form one common layout having a common recreation garden, club house and a Mandir at the top podium level as common amenities to be

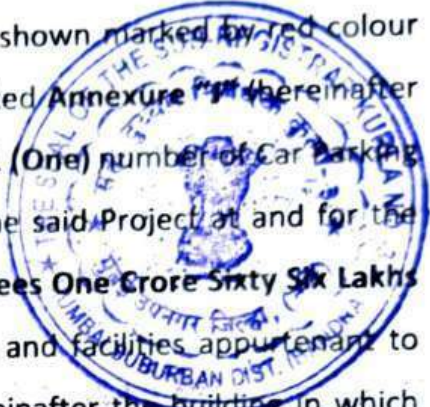
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provided on portion of the said Property delineated on the layout plan annexed hereto as **ANNEXURE "K"**.

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3. The Flat Purchaser/s hereby agree/s to purchase from the Promoters and the Promoters hereby agree to sell to the Flat Purchaser/s a Flat No. "2001" on the 20th floor **02** BHK having carpet area admeasuring to **58.27** sq.mtrs. as shown marked by red colour line on the typical floor plan thereof hereto annexed and marked **Annexure "K"** hereinafter referred to as "**the said Premises**") along with allotment of **01 (One)** number of Car Parking Space, in the building to be known as "**PROMENADE 1**" in the said Project and for the total consideration/Agreement value of **Rs. 16,600,000/- (Rupees One Crore Sixty Six Lakhs Only)** including the proportionate price of the common area and facilities appurtenant to the said Premises and forming part of the said Project. Hereinafter the building in which the said Premises is situated shall be individually referred to as "**the said Building**" and *alongwith* the other buildings collectively shall be referred to as "**the said Project**" wherever the context so requires. The percentage of the undivided interest of the Flat Purchaser/s in the common areas and facilities limited or otherwise pertaining to the said Premises shall be in proportion of the area of the said Premises agreed to be sold hereunder to the total area of the said Building and the said Project proportionately in which the said Premises is situated. The nature, extent and description of the common areas and facilities are more particularly described in the **Fourth Schedule** hereunder written.



4. It is expressly understood and agreed between the Promoters and the Flat Purchaser/s that the Promoters shall form a society/condominium/association/ Limited Company of all such Flat Purchaser/s ("hereinafter referred to as "**Common Organization**"). The Promoters shall form individual organizations for "Panorama", "Vista", "Boulevard", Promenade to ensure the smooth functioning and proper maintenance of the said Buildings. The individual organization for "Vista" and "Boulevard" shall further have sub committees as per the wings of the each building. The representatives of the sub committees and all the individual organizations shall form the committee of the Common Organization.


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The Flat Purchaser/s hereby agree/s to pay to the Promoters the aforesaid consideration/ Agreement value) of **Rs. 16,600,000/- (Rupees One Crore Sixty Six Lakh Only)** subject to deductions of Income Tax at source (TDS) under the applicable Law, in the following manner:-

6.

Instalments	Payment Schedule	Amount (In Rs.)	Amount (In Words)
 <p>Paid on or before execution of this Agreement For Sale bearing earnest money</p>	65%	1,02,12,752	Rupees One Crore Two Lakh Twelve Thousand Seven Hundred Fifty Two Only
On Initiation of 14th Livable Slab	5%	7,77,248	Rupees Seven Lakh Seventy Seven Thousand Two Hundred Forty Eight Only
On Initiation of 16th Livable Slab	5%	7,85,000	Rupees Seven Lakh Eighty Five Thousand Only
On Initiation of 18th Livable Slab	5%	7,85,000	Rupees Seven Lakh Eighty Five Thousand Only

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 Rupees Seven Lakh Eighty
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 Five Thousand Only

On Initiation of 20th Livable Slab	5%	7,85,000	Rupees Seven Lakh Eighty Five Thousand Only
On Completion of Internal Flooring & Walls	5%	7,85,000	Rupees Seven Lakh Eighty Five Thousand Only
On Completion of Electrical & Painting	5%	7,85,000	Rupees Seven Lakh Eighty Five Thousand Only
On Possession of the apartment	Floor rise	9,00,000	Nine Lakh Only
On Possession of the apartment	5%	7,85,000	Rupees Seven Lakh Eighty Five Thousand Only



Time as to payment shall be the essence of this agreement and the Flat Purchaser/s shall be liable to pay interest @15% p.a. on all delayed payments from the due date which will be setout in the demand letter issued by the Promoter till the date of payment thereof.

Provided that any deduction of an amount made by the Flat Purchaser on account of Tax Deduction at Source ("TDS") (if applicable) as may be required under prevailing law while making any payment to the Promoter under this Agreement shall be acknowledged by the Promoter only upon the Flat Purchaser submitting the original tax deduction at source certificate and provided that the amount mentioned in the certificate matches with the Income Tax Department site. Any penalty arising due to delay in payment of TDS will be borne by the Purchaser.

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Provided further that at the time of handing over the possession of the Flat, if such certificate is not produced, the Flat Purchaser shall pay such equivalent amount interest free deposit with the Promoter, which deposit shall be refunded by the Promoter

on the Flat Purchaser producing such certificate within 1 (one) month of the possession. Provided further that in case the Purchaser fails to produce such certificate within the stipulated period of the 1 (one) month, the Promoter shall be entitled to appropriate the said deposit against the receivable from the Flat Purchaser.

The Flat Purchaser/s shall pay to the Promoters 1% VAT on this Agreement or Market Value, whichever is higher (if applicable). Further, the Flat Purchaser/s shall also be liable to pay Service Tax as applicable from time to time (as per the Notification) on all receivables/installments/deposits/other amounts. It is hereby agreed and accepted by the Flat Allottee/s that if any change or increase towards the Service Tax and VAT as mentioned hereinabove is levied any time in future through amendment in any rules or regulation and/or through notification by the concerned Statutory Authority/ies, such differential/increased amount shall be paid by the Flat Purchaser/s within 07 days upon intimation by the Promoters to the Flat Purchaser/s.

8. The Flat Purchaser/s hereby undertake(s) to pay the amount of the Service Tax / VAT / GST / LBT alongwith each installment (if applicable) and further shall not dispute or object to payment of such statutory dues. In case the amounts of the Service Tax / VAT / GST / LBT are applicable to the Flat Purchaser/s and the Flat Purchaser/s delay in making the payment for the same. Please note that interest on delayed payment for Service tax and VAT shall be payable by the Purchaser to the Developer, as is levied by the relevant government department/s from time to time from the due date till the date of payment thereof. The Promoters shall not be bound to accept the payment of any installment unless the same is paid alongwith the amount of Service Tax / VAT / GST / LBT alongwith interest applicable thereon and the Flat Purchaser/s shall be deemed to have committed default in payment of amount due to the Promoters hereunder if such payment is not accompanied with the applicable Service Tax / VAT / GST / LBT. Provided further that if on account of change/ amendment in the present statute of laws, rules, regulations and policies or enactment of new legislation by the Central and/or State Government or any other taxes become payable hereafter on the amounts payable by the Flat Purchaser/s to the Promoters in respect of this transaction

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and/or aforesaid taxes levied is increased on account of revision by Authorities, the Flat Purchaser/s shall be solely and exclusively liable to bear and pay the same and the Flat Purchaser/s do and doth hereby agree and undertake to indemnify and keep indemnified the Promoters and its successors-in-title and assigns in respect thereof.

9. As an amenity alongwith the said Premises, the Promoters have reserved for the exclusive use of the Flat Purchaser/s, **One** parking spaces/slots in the basement/~~stilt/podium/ open~~ space in the compound of the said Building (hereinafter referred to as "said Car Parking/s"). The said Car Parking/s are provided as an irrevocable amenity without consideration, however the Flat Purchaser/s will be bound to abide with the rules and regulations as may be framed in regard to the said Car Parking/s by the Promoters and/or the new society/association to be formed by them and shall pay such outgoings in respect of the said Car Parking/s as may be levied by the new society / association to be formed by them. The Promoters have informed the Flat Purchaser/s and the Flat Purchaser/s agree and accept that the location and dimension of the said Car Parking/s will be decided after handing over possession of the said Flat to the respective flat purchaser/s.



10. Without prejudice to the rights of the Promoters to receive interest @ 15% p.a. on all delayed payments in the event of the Flat Purchaser/s making any continues default in payment of any installment of the purchase price/sale consideration and/or other payments under this Agreement (including his/her/their proportionate shares of taxes i.e. Service Tax, VAT / GST/LBT charges or any other charges levied by concerned local authority and other outgoings) on their due date and/or in observing and performing any of the terms and conditions of this Agreement, this Agreement shall stand terminated on expiry of 15 days notice in writing or such further extension as may be granted by the Promoter to the Flat Purchaser/s for rectifying their default in delay in payment and the Flat Purchaser/s failing to do so within the notice period, the consequences hereinafter set out shall follow:-

- (a) the Flat Purchaser/s shall cease to have any right, benefits or interest under these presents and/or in the said Premises or any part thereof;

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