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AGREEMENT FOR SALE

THIS AGREEMENT made at Mumbai this 13 day of SEP 2013 between **NEPTUNE VENTURES AND DEVELOPERS PRIVATE LIMITED**, a Company registered under the Companies Act, 1956 having its registered office at Neptune House, Karma Stambh, Opp. M.T.N.L. Office, L.B.S. Marg, Vikhroll (West), Mumbai 400 083. (**PAN NO: AACCN9418J**) hereinafter referred to as the 'PROMOTERS' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their successors and assigns) of the **ONE PART;**

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१३/०९/२०१३

AND

Mr. / Mrs. / M/s. Hareesh Jethalal Ugle

Age 31 Years, (PAN NO. AIPPK 6122N)

Mr. / Mrs. / M/s. Jethalal Jivraj Ugle

Age 73 Years, (PAN NO. AUCLPK 7000L)

of Mumbai Indian Inhabitant(s)/a firm registered under the Indian Partnership Act 1932 / Sole Proprietor / a Company registered under the Companies Act 1956 having his / her / their address at

105, Rajshah APT SSVOD 579 Hggyr mtlhd (L)
J-2 Road Mumbai - 41 =

hereinafter referred to as the 'PURCHASER/S' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his / her / their heirs executors administrators and permitted assigns/the partners for the time being of the said Firm their survivors or survivor and the heirs executors and administrators of such last survivor/its successors and permitted assigns) of the **OTHER PART**;

WHEREAS

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a) GKW Limited (formerly known as Guest Keen Williams Limited) (hereinafter referred to as the 'Owner') was seized possessed

and absolutely entitled to a plot of land situate at Lal Bahadur Shastri Marg, Bhandup (West), Mumbai 400 078 in the revenue Village of Kanjur, Taluka Kurla within the limits of Greater Mumbai in the district and registration sub-district of Mumbai City and Mumbai Suburban bearing CTS nos. 372 and 372/1 to 372/65 in aggregate admeasuring about 89,940.40 sq. mts. more particularly described in the First Schedule hereunder written (hereinafter referred to as the 'Entire Plot').

Hareesh J. Ugle

Jethalal Jivraj Ugle

(i) By an Order dated 20th July 1999 read with the Letter of Intent dated 10th March 1999 a Memorandum dated 2nd June 1999 a letter dated 27th July 1999 and the Order dated 14th September 1999, the Additional Collector and Competent Authority (ULC) held and decided that out of the said Entire Plot (i) a portion measuring about 2,794.88 sq. mts. falls within the setback line for road widening (hereinafter referred to as the 'Setback Area') (ii) a portion measuring about 388 sq. mts. falls within the setback line (hereinafter referred to as the 'Setback Portion') and (iii) demarcated a portion measuring about 4,848 sq. mts. as Surplus Vacant Land more particularly described in the Schedule hereunder written (hereinafter referred to as the 'Surplus Portion'). By the aforesaid Orders the said Owner was directed to hold and develop the said Entire Plot under the provisions of Urban Land (Ceiling and Regulations) Act 1978 on the terms and conditions therein mentioned;



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(ii) By the Orders dated 21st December 1999 and 24th October 2005 the Additional Collector and Competent Authority, (ULC) revalidated the aforesaid Orders under the provisions of Urban Land (Ceiling and Regulations) Act 1978;

(iii) By a Deed of Sale & Transfer dated 31st March 2001 registered under no BBJ-3117/2001 on 12th April 2001 with the Sub-registrar of Assurances at Mumbai read with the Memorandum of Understanding dated 31st March 2001 registered under no BBJ-3118/2001 on 12th April 2001 with the Sub-registrar of Assurances at Mumbai made between SKW Limited (Owner) of the first part and Industrial Development Bank of India Ltd (hereinafter referred to as the 'IDBI') of the second part and IFGI Limited (hereinafter referred to as the 'IFGI') of the third part, the Owner sold conveyed and transferred unto IDBI and IFGI the said Entire Property;

10/11/04-9/11/04

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27/11/04

e) By a Deed of Sale & Transfer dated 29th June 2005 registered under no BDR-14-04161-2005 on 29th June 2005 with the Sub-Registrar of Assurance at Mulund (Kurla) made between IDBI of the one part IFCI of the second part and the Promoters (then known as Neptune Enterprises) of the third part, the said IDBI and IFCI sold conveyed and transferred the balance portion of the said Entire Plot after excluding the said SVL Portion and assigned their rights in the said SVL Portion to the said Promoters. Upon the full consideration being paid by the Promoters to IDBI and IFCI, they handed over possession of the said Entire Property including the said SVL Portion to the said Promoters;

f) The Promoters have created a charge on the said entire property (except Residential building No. 1 (Six wings), Commercial building No. 2 (Neptune Magnet Mall) and Metro Cash & Carry in favour of a financial Institution as referred in schedule IX. The payment of consideration amount and all installments of prospective flat buyers in said building shall be routed through the project Escrow Account as maintained by the Promoters. Details of such charge and amount has been described in detail in schedule IX (Nine).

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g) The residual portion admeasuring about 8,6841.17 sq. mts of the said Entire Plot excluding the said Setback Area and the said Nallah Portion more particularly described in the Schedule hereunder written and is (hereinafter referred to as the 'Plot');

h) Neptune Enterprises (then a partnership firm) was converted into a limited liability company under Part IX of the Companies Act 1956 and was named as 'Neptune Ventures And Developers Private Limited under the Certificate of Incorporation dated 15th January 2009;

Harsh J. Agre

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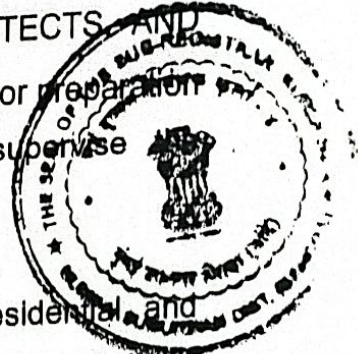
Signature

i) In the circumstances as aforesaid the Promoters now known as Neptune Ventures And Developers Private Limited became entitled to the said Plot;

j) The services of M/s. TEEARCH, a firm registered with the Council of Architects and "M/S. ABHIKALPAN ARCHITECTS AND PLANNERS" Design Architect have been engaged for preparation of the plans designs and drawings and to supervise construction of buildings on the said Plot;

k) The Promoters propose to construct various residential and commercial building on the said Plot which complex shall be known as 'Neptune's Living Point';

l) The Promoters have constructed a residential building being Building no. 1 consisting of six (6) wings 'A to C' and 'E to G' each wing of stilt and upper floors known as 'Neptune Living Point - Building No.1' (hereinafter referred to as the '**Residential Building**'). The Promoters have also constructed a commercial/retail building of ground and upper floors known as '**Neptune Magnet Mall**' (hereinafter referred to as the '**Commercial Building**'). The Promoters now intend to construct a residential building of basement stilt and upper floors on a part of the said Plot (hereinafter referred to as the '**Building**');



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m) The amended plans specifications and elevation plans for construction of the said Building on the said Plot have been **sanctioned and approved by the Municipal Corporation of Greater Mumbai** as per the full Commencement Certificate bearing No. CE/531/BPES/AS dated 07/06/2013 for commencing the construction of the said Building;

n) The Promoters accordingly have commenced construction of the said Building in accordance with such sanctioned building plans;

Harsh L. J. Kulkarni

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20/06/2013

o) The Promoters have the right to sell and allot the flats/tenements premises terraces and any other premises in the said Building and to enter into agreements with the purchasers of such premises tenements etc and to receive the consideration in respect thereof;

p) The Promoters have given inspection of all the documents relating to the said Entire Plot including the sanctioned plans designs and specifications prepared by the architects and such other documents as are specified in the Maharashtra Ownership Flats (Regulation of the Promotion and Construction Sale Management and Transfer) Act 1963 (hereinafter referred to as the 'Act') and the rules made thereunder. The Purchaser has perused the same and has entered into this Agreement knowing fully well and understanding the contents and the implications thereof;

q) The Purchaser has satisfied himself about the title of the Promoters to the said Entire Plot and will not make any further investigation of title and no requisition or objection shall be raised

करल-४	on any matter relating thereto and that the Purchaser hereby
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issued Advocate (2) the Property Record Cards (3) the plan and specification of the premises agreed to be purchased by the Purchaser (4) the IOD dated 08/06/2010 and (5) the Commencement Certificate dated 31/12/2010 are annexed hereto;

s) Over and above the FSI, the Promoters intend to use, utilise and load on the said Plot the additional FSI credit by way of Transferable Development Rights (TDR) to the maximum extent permissible in the construction of the said Building the

Harvest - 5-11-14

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o) The Promoters have the right to sell and allot the flats/tenements premises terraces and any other premises in the said Building and to enter into agreements with the purchasers of such premises tenements etc and to receive the consideration in respect thereof;

p) The Promoters have given inspection of all the documents relating to the said Entire Plot including the sanctioned plans designs and specifications prepared by the architects and such other documents as are specified in the Maharashtra Ownership Flats (Regulation of the Promotion and Construction Sale Management and Transfer) Act 1963 (hereinafter referred to as the 'Act') and the rules made thereunder. The Purchaser has perused the same and has entered into this Agreement knowing fully well and understanding the contents and the implications thereof;

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करल-४	on any matter relating thereto and that the Purchaser hereby
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s) Over and above the FSI, the Promoters intend to use utilise and load on the said Plot the additional FSI credit by way of Transferable Development Rights (TDR) to the maximum extent permissible in the construction of the said Building the

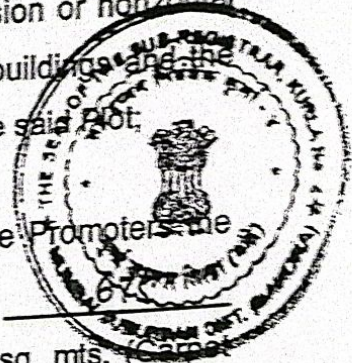
Harvish J. Vartak

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other/additional buildings and the commercial building/shopping complex/mall on the said Plot;

t) Such unutilized/available FSI and the FSI Credit by way of TDR to the maximum loadable extent will also be utilized by the Promoters in the construction of vertical extension or horizontal annex to the said Building the other/additional buildings and the commercial building/shopping complex/mall in the said Plot;

u) The Purchaser has offered to purchase from the Promoters the Flat bearing No. 902 admeasuring about 62.70 sq. mts. (Carpet Area) equivalent to 62.70 sq. mts. (Carpet Area) on the 9th floor in the Left wing of the building to be known as 'Flying Kite' (Building No. 3) in the complex to be known as 'Neptune Living Point' and shown on the plan thereof hereto annexed and more particularly described in the Eighth Schedule hereunder written (hereinafter referred to as the 'Premises');



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v) Relying upon such offer and application the Promoters have agreed to sell to the Purchaser the said Premises for the consideration of Rs. 63,04,083/- (Rupees Sixty Three Lakh Four Thousand and Eighty Three Only.) and on the terms and conditions hereinafter appearing;

w) In the foregoing agreement the term 'Premises' shall include the residential flats, tenements, premises, terraces and any other premises hereby agreed to be sold. The term 'Purchaser' shall include purchaser of residential flats tenements premises terrace and shall also include the plural and feminine gender of the term 'Purchaser'.

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

Harish S. Galy

(Signature)

(Signature)

- 1) The Purchaser/s hereby agrees to purchase from the Promoters and the Promoter/s hereby agree to sell to the Purchaser/s the Flat No. 902, admeasuring about 675 sq.ft. (Carpet Area) equivalent to 62.70 sq.mts. (Carpet Area) on the 9th floor in the Left wing of the building no. 3 to be known as 'Flying Kite along with reserved Car Parking Space No/s. _____ under stilts / in the compound / open space / basement / podium of **Flying Kite** in the complex to be known as 'Neptune's Living Point' Building no. 3 under construction on a part of the plot of land situate at Lal Bahadur Shastri Marg, Bhandup (West), Mumbai 400 078 in the revenue Village of Kanjur, Taluka Kurla within the limits of Greater Mumbai in the district and registration sub-district of Mumbai City and Mumbai Suburban bearing CTS no 372 and 372/1 to 65 shown by red colour outline on the plan thereof hereto annexed and more particularly described in the Eighth Schedule hereunder written (hereinafter referred to as the 'Premises') for the lumpsum consideration of Rs. 56,290,83/- (Rupees

Fifty six Lakh Twenty Nine Thousand and

Eighty Three Only.

The Purchaser also agrees to bear and pay reimburse to the Promoters, the pro-rata cost charges and/or expenses in respect of installation of water lines, water mains, sewerage lines,

sewerage mains electric cables electric substation (if any) making internal roads and access roads on the said Plot. The betterment charges referred to above shall also include charges for installation of water lines sewage mains drainage layout and all other facilities etc to the Purchaser. The Purchaser shall pay and reimburse to the Promoters such amounts if any that may be paid to or deposited with Maharashtra State Electricity Board or any other utility provider or body or authority as service line charges electric deposits/charges or electric meter charges or for any other purpose. Accordingly the Purchaser shall pay Infrastructure Development charges being a sum of Rs. 6,75,000/- /-

Hareesh. J. 05/14

[Handwritten Signature]

THE SIXTH SCHEDULE HEREINABOVE REFERRED TO:**Description of Restricted Common Areas**
(Unless specifically allotted or rights granted)

1. Overhead terraces alongwith its external parapets walls blank walls and other walls.
2. Pocket Terraces
3. Parapets and other external walls blank walls and other walls
4. Internal access roads and other areas
5. Recreation areas
6. Amenity Open Spaces
7. Gardens
8. Recreation Grounds.
9. Car Parking Spaces reserved in favour of a purchaser or allottee of flats will be for the exclusive use and enjoyment of such purchaser of flats.



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THE SEVENTH SCHEDULE HEREINABOVE REFERRED TO:**Description of Special Amenities**

1. Existing Swimming Pool, Gymnasium and Club House with incidental amenities.

THE EIGHTH SCHEDULE HEREINABOVE REFERRED TO:

A Residential Flat bearing no 902 on 9th floor admeasuring about 675 sq. ft. (Carpet Area) equivalent to 62.70 sq. mts. (Carpet Area) inclusive of the balconies and excluding the proportionate area of lift landing lobbies and staircase) in the Left Wing of the building to be known as "Flying Kite" (Building No. 3) in the

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Complex known as "Neptune's Living Point" situated on plot of land bearing C.T.S. No. 372, 372/1 to 372/65 situated lying and being at Lal Bahadur Shastri Marg, Bhandup (West), Mumbai 400 078 in the revenue village of Kanjur, Taluka Kurla within the limits of Greater Mumbai in the district and registration sub-district of Mumbai City and Mumbai Suburban and within the Limits of "S" Ward of Municipal Corporation of Greater Mumbai.

THE NINTH SCHEDULE HEREINABOVE REFERRED TO:

The charge of Housing Development Finance Corporation on the said Premises hereby proposed to be sold to the Purchaser shall be satisfied upon the payments of the consideration amount payable to HDFC. The payment of consideration and all installments in respect to the said premises, detail mentioned in Schedule Eight hereinabove, be routed through the Project Escrow Account No. 00600350112078, IFSC Code: HDFC0000060 maintained by the Promoters with the Housing Development Finance Corporation;

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Hitesh Singh

Hitesh Singh

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SIGNED, SEALED AND DELIVERED

BY THE WITHIN NAMED BUILDERS / DEVELOPERS)

NEPTUNE VENTURES & DEVELOPERS

PRIVATE LIMITED

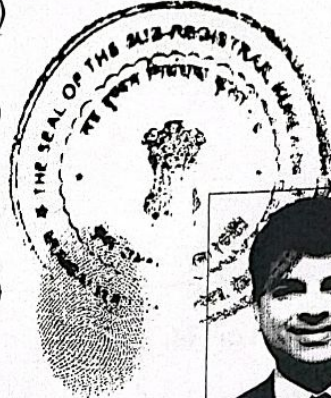
Through its DIRECTOR / AUTHORIZED SIGNATORY)

MR. NAYAN SHAH

As per Board Resolution passed in the meeting

held on _____

in presence of *Fombhine*



NSY

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SIGNED SEALED AND DELIVERED BY THE

withinnamed PURCHASER/S

MR. / MRS. / MS

(1) Hareesh J. Utgal

(2) Jethalal Jivraj Utgal

in the presence of *Basu*



Jethalal Utgal

Hareesh