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Ghotkopar
7/3/2019
pre search

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") made at Mumbai on this _____ day of _____, Two Thousand and Twenty Four;

BETWEEN

ATMOSPHERE REALTY PRIVATE LIMITED, a company incorporated and registered under the provisions of the Companies Act 1956 and having its registered office at 1008, Krushal Commercial Complex, above Shopper's Stop, G. M. Road, Chembur (West), Mumbai 400089, hereinafter referred to as "Developer" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors, nominees and assigns) of the **ONE PART**;

AND

Mr. Swapnil Bharatkumar Mistry and Mr. Priti Swapnil Mistry an Individual/s having their address at **A- 101, Chheda Heights, Bhandup - West Bhandup - West, MUMBAI, MAHARASHTRA-400078, INDIA**. 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 in the case of an individual or individuals, his, her or their respective heirs, legal representatives, executors, administrators and permitted assigns/ in case of sole proprietary concern, the proprietor for the time being of the said proprietary concern, his or her heirs, executors, administrators and permitted assigns/ in the case of a body corporate, its successors and permitted assigns/ in the case of a partnership firm, the partners for the time being and from time to time constituting the firm and the survivors or survivor of them and the heirs, legal representatives, executors,

partly fitness centre/yogalay and 5th to 47th upper floors shall be for residential users;

3.5.1.2. One commercial building with inter-connecting basement being 2 level basement + ground and 1st floor for shops/commercial user + service floor + 2nd to 18 upper floors for commercial/offices;

3.5.1.3. The Developer has further disclosed that the occupants/purchasers of the commercial wing shall not be allowed/ entitled to use of the inter-connected basement and podium and the common amenities of the residential wings.

3.5.1.4. Thereafter, in the further phase Wing G which will be connected to Wings D, E and F by a common basement having 2 level basement + stilt + 1st floor partly podium and partly residential + 2nd & 3rd floor partly podium and partly residential + 4th floor partly podium and partly fitness centre/yogalay and upper residential floors;

3.5.2. As stated hereinbefore the Developers are developing the balance land admeasuring 24,078.71 sq.mtrs. (hereinafter referred to as "Balance Land") more particularly described in the Third Schedule hereunder written, in the phasewise manner and presently developing:-

3.5.2.1. The Developers are constructing the said Residential Buildings (defined below) on the plinth area of 1122.12 sq.mtrs. out of the Balance Land (hereinafter referred to as "Phase-IV Land") more particularly described in the FOURTH SCHEDULE hereunder written, by constructing 2 level basement + stilt + 1st floor partly podium and partly residential + 2nd & 3rd floor partly podium and partly residential + 4th floor partly podium and partly fitness centre/yogalay and upper residential floors (hereinafter referred to as the "Said Residential Buildings"/"Phase-IV") as more particularly shown in the layout plan of the said phase annexed as Annexure B hereto, by utilising the development potential and FSI thereof (including fungible FSI, free FSI, premium FSI, incentive FSI) and TDR and all other forms of FSI sanctioned from time to time by the competent authorities in accordance with all applicable laws, rules and regulations as may be in force at present and/or future and at any time hereafter. It is clarified that this Agreement is pertains only to said Residential Building and Phase-IV Land;

THE FIFTH SCHEDULE ABOVE REFERRED TO:

1.	Name and address of the Developer and email ID	M/s. ATMOSPHERE REALTY PRIVATE LIMITED 1008, Krushal Commercial Complex, above Shopper's Stop, G. M. Road, Chembur (West), Mumbai 400089 Email ID :- wadhwacares@thewadhwagroup.com		
2.	Name and address of the Purchaser/s and email ID	1. Mr. Swapnil Bharatkumar Mistry 2. Mr. Priti Swapnil Mistry Address: A- 101, Chheda Heights, Bhandup - West Bhandup - West, MUMBAI, MAHARASHTRA - 400078,INDIA Email ID :- mistry.swapnil@yhao.com		
3.	PAN No.	Developer :- <u>AADC1183B</u> Purchaser :- <u>ANOPM0392A</u> <u>ACDPL7770R</u>		
4.	Building/wing/ Tower	Tower "Tower G Solis" ("said Building")		
5.	Flat details	Flat No.	Floor	Carpet Area as per the definition of carpet area in RERA
				70.62 Sq.mtrs _____ Sq.mtrs
		B-1205	12 th	The area admeasuring NIL sq.mtrs. deck area, NIL sq.mtrs. balcony, NIL sq.mtrs. dry veranda/utility area, are appurtenant to the said Flat for their exclusive use.
6.	Consideration	Rs. 1,93,49,600.00/- (Rupees One Crore Ninety Three Lakh Forty Nine Thousand Six Hundred Only) payable in installments as described in the Eighth Schedule hereunder written;		
7.	Possession Date for handing over possession of the said Flat	31 st March, 2027		
8.	Car Parking facility	1 (One) car parking slot in the Mechanical/ Robotic Parking System (which may be in the form of surface/big/small, tandem parking or tower parking, puzzle parking or stack parking or any other form of automated or mechanical or robotic parking) to be allotted in terms of this agreement.		

THE FIRST SCHEDULE ABOVE REFERRED TO:
(THE SAID LAND)

Part A – First Land

All that piece and parcel of land bearing CTS Nos. 785, 787, 791, 792A (pt) and 848;

Part B – Second Land

All that piece and parcel of land bearing CTS Nos.784/1, 786, 788, 790, 792A(p) and 793;

Both aggregating to approximately 56,802.80 sq.mtrs. (as per P. R. Card 56,509.50 square meters) situated at Village Nahur, Mumbai in Registration District and Sub District of Mumbai City and Mumbai Suburban District in the Registration Sub-District of Bandra within the limits of Mumbai and bounded as follows:-

On or towards the North	:	Panchkamal CHS Ltd.
On or towards the South	:	Natraj CHS Ltd.
On or towards the East	:	Central Railway Line
On or towards the West	:	Mulund Goregaon Link Road

THE SECOND SCHEDULE ABOVE REFERRED TO:
(PHASE-I LAND)

All that piece and parcel of land admeasuring approximately 14,714.61 sq.mtrs., being part of the said Land situated, lying and being at Nahur, Mulund Goregaon Link Road, Mumbai, Village Nahur, Mumbai – 400 080;

THE THIRD SCHEDULE ABOVE REFERRED TO:
(BALANCE LAND)

All that piece and parcel of land admeasuring approximately 24,078.71 sq.mtrs., being Balance Land situated, lying and being at Nahur, Mulund Goregaon Link Road, Mumbai, Village Nahur, Mumbai – 400 080;

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(Phase-IV LAND/PROJECT LAND)

All that piece and parcel of land being plinth area admeasuring 1122.12 sq.mtrs. or therabout, being part of the Balance Land situated, lying and being at Nahur, Mulund Goregaon Link Road, Mumbai, Village Nahur, Mumbai – 400 080;

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

1.	Mortgage Deed	Indenture of Mortgage (without possession) dated 27.09.2021 executed between Atmosphere Realty Private Limited and Aditya Birla Finance Limited and registered with the office of the Sub-Registrar of Assurances bearing Reg.No.KRL-4/17600/2021
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THE EIGHTH SCHEDULE ABOVE REFERRED TO:

The Purchaser/s has paid on or before execution of this agreement a sum of Rs. 5,00,000.00/- (Rupees Five Lakh Only) as advance payment or application fee and hereby agrees to pay to the Developer the balance amount of Rs. 1,88,49,600.00/- (Rupees One Crore Eighty Eight Lakh Forty Nine Thousand Six Hundred Only) in the following manner:-

Sr. No.	Description	Amount (Rs.)
1.	Paid on or before execution of this agreement for sale being earnest money/deposit, receipt whereof the developer admits and acknowledges.	Rs. 5,00,000.00/-
2.	Payable on or before execution of the said Agreement for sale	Rs. 25,95,936.00/-
3.	WITHIN 75 DAYS FROM BOOKING DATE	Rs. 36,76,424.00/-
4.	After 1 Year from Booking Date	Rs. 67,72,360.00/-
5.	ON COMPLETION OF TOP SLAB	Rs. 38,69,920.00/-
6.	ON RECEIPT OF OC	Rs. 19,34,960.00/-
7.	Grand Total	Rs. 1,93,49,600.00/-
Total		Rs. 1,93,49,600.00/-

marketable; (ii) the entitlement of the Developer to undertake phase wise development in the matter as stated herein of the said Land (including the Phase-IV Land); (iii) IOD, CC and approved plans obtained for the development of the Phase-IV Land as well as the revised plans which the Developer has applied for and the approvals and sanctions obtained by the Developer in respect of the Phase-IV Land; (iv) nature of rights retained by the Developer under this Agreement;

- (cc) The Purchaser has demanded from the Developer and the Developer has given inspection to the Purchaser of (i) all the documents of title relating to the said Land (including the Phase-IV Land) and of such other documents as are specified under the Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "MOFA") and Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "RERA") (as applicable), (ii) the Title Certificate issued by Negandhi, Shah & Himayatullah, certifying the title of the Developer to the Phase-IV Land; and (iii) approvals and sanctions obtained till date for the development of the Phase-IV Land; (iv) revised plans for the Residential Buildings and the said Flat (defined below); (v) certified copies of the relevant revenue records, including mutation entries, 7/12 extracts, the Property Register Cards Extracts (vi) RERA Certificate bearing No. **P51800033845**. The Purchaser is fully satisfied with the title of the Developer in respect of the Phase-IV Land and the Developer's right to allot various premises in the Buildings proposed to be constructed thereon. The Purchaser has entered into this Agreement after seeking necessary legal and technical advice for his/ her advocates and consultants.
- (dd) The Developer, at its option, may decide to amalgamate/ sub-divide the said Land and/or the Phase-IV Land and/or Balance Land or with any other adjoining land which may result in the amendments and/or revisions and/or modification of the sanctioned plans, including the building plans and/or the re-location of the recreation ground (RG), open spaces, and amenities as per the approvals from the concerned authorities, prior or after possession of the said Flat (as defined below) is handed over to the Purchaser. The Purchaser hereby consents to such amendments and/or revisions and/or modification and the said consent shall for all purposes be considered as the Purchaser's consent contemplated under the provisions of Section 7(1) (i) & (ii) and the other applicable provisions of the said MOFA, Section 14 of RERA and the other applicable provision of the Maharashtra Regional Town Planning Act, 1966 and the Development Control Regulations for Greater Mumbai, 1991 ("DCR"). Further, the Developer has represented that all the amenities and facilities to be constructed or provided on the Phase-IV Land shall be operational only upon completion of the entire construction and development of the Phase-IV Land as stated herein and receipt of Occupation Certificate and the Purchaser gives his consent for the same;

Housing Loan.

File No.:

C-KYC YES NO

RLMB: LOS ID : 501240307016912 CAR LOAN/20 -20

Applicant Name : Swapnil B. Mishra.
Co - Applicant Name : Pridi S. Mishra.
Contact Number (R) 9167440321. (O) 9324918701

Applicant CIF : 85548325435
Co - Applicant CIF : 85068596228.
Loan Account No. :
Collateral :

Loan Amount : 1.80 cr. Tenture : 300 months.
Interest Rate : 8.40%. EMI : ~~0085000~~ / -143730/-

Dealer Name : Housing Loan.

AMT		
PROCESSING OFFICER		
RESI/OFF		
TIR	07/03	vs legal
VALUATION	07/03	S. Dalvi
SITE		
LOAN AC		
T.D.		
D.E.		



BHANDUP BRANCH (00562)