

A G R E E M E N T




Harsh Residency

76/8469

पावती

Original/Duplicate

Saturday, September 29, 2018

2:46 PM

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 10647 दिनांक: 29/09/2018

गावाचे नाव: मिरे

दस्तऐवजाचा अनुक्रमांक: टनन4-8469-2018

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: मीना बी. शर्मा - -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2100.00

पृष्ठांची संख्या: 105

एकूण:

रु. 32100.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे
2:10 PM ह्या वेळेस मिळेल.

Joint Sub Registrar, Thane 4

बाजार मूल्य: रु. 3800100/-

मोबदला रु. 4950000/-

भरलेले मुद्रांक शुल्क : रु. 297000/-

सह. दुय्यम निबंधक वर्ग-२
ठाणे क्र. ४

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


डीडी/धनादेश/पे ऑर्डर क्रमांक: MH006654393201819R दिनांक: 29/09/2018

बँकेचे नाव व पत्ता: IDBI

2) देयकाचा प्रकार: By Cash रक्कम: रु 2100/-

मुळ दस्तऐवज परत मिळाला

Hot Payment Successful. Your Payment Confirmation Number is 184179280

CHALLAN			
MTR Form Number - 6			
GRN NUMBER	MH006654393201819R	BARCODE	Form ID : Date: 28-09-2018
Department	IGR	Payee Details	
Receipt Type	RM	Dept. ID (If Any)	
Office Name	IGR116-THN4_THANE NO 4 JOINT SUB REGISTRA	Location	PAN-BFZPS5204R
Year	Period: From : 27/09/2018 To : 31/03/2099	PAN No. (If Applicable)	Full Name MEENA B SHARMA
Object	Amount in Rs.	Flat/Block No, Premises/ Bldg	1704 17TH FLR HARS RESIDENCY
0030046401-75	297000.00	Road/Street, Area /Locality	MIRA BHAYANDAR ROAD
0030063301-70	30000.00	Town/ City/ District	MIRA ROAD EAST THANE Maharashtra
	0.00	PIN	4 0 1 1 0 7
	0.00	Remarks (If Any) :	
	0.00		
	0.00		
	0.00		
	0.00		
	0.00		
Total	327000.00	Amount in words	Rupres Three Lakhs Twenty Thousand Only
Payment Details:IDBI NetBanking Payment ID : 184179280		FOR USE IN RECEIVING BANK	
Cheque- DD Details:		Bank CIN No : 69103332018092851442	
Cheque- DD No.		Date	28-09-2018
Name of Bank	IDBI BANK	Bank-Branch	536 BHAYANDAR
Name of Branch		Scroll No.	



ट.न.न.-४
दस्त क्रमांक 1282/2018
9/204

AGREEMENT FOR SALE



THIS ARTICLES OF AGREEMENT is made at Mumbai on this 29th h
day of September, in the Christian Year 2018 BETWEEN
M/S.HARSH REAL ESTATE PRIVATE LIMITED, a Company registered under the
provisions of the Companies Act 1956, having its Office at 402, 4th Floor, Sunrise
Building, Water Filed Road, Bandra (West), Mumbai - 400 050, hereinafter referred
to as "the OWNERS/PROMOTERS" (which expression shall unless it be repugnant
to the context or meaning thereof be deemed to mean and include its successor or
successors and assigns) of the ONE PART: Mrs. Meena B. Sharma having address at
Flat No. 201, 2nd Floor, "C" Wing, Himalya Complex, Opp. Old Golden Nest A.G.
Nagar, Kashmirira Post-Mira, Mira Road East, Dist-Thane - 401 104., 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
respective heirs, executors and administrators) of the OTHER PART:

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दस्ता क्रमांक <u>1000</u> 12016
<u>2/904</u>

WHEREAS - I:

PART - A:

a. Prior to December 1992, (1)Haji Gulam Rasul Haji Mohmed Safi,
(2)Talibzar, son of Asgar Khan, (3)Noorjahan Begam, wife of Syed Nazir Hussein
Syed Mohmed Hussein and (4)Haji Mehdi Hassan Haji Mohmed Safi, all of them

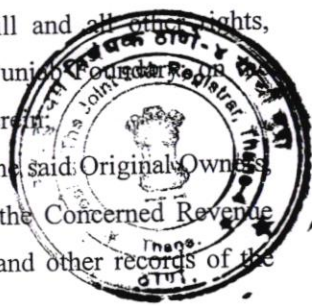
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Purchasers

carrying on business in the firm name and style of "M/s. Punjab Foundary", were absolutely seized and possessed of and well and sufficiently entitled to the property being all that piece and parcel of Non Agricultural land admeasuring about 1936 sq.yards i.e.1618.72 sq.mtrs. and as per P. R. Card 1590 sq.mtrs. bearing Old Survey No.15, Hissa No. 2(Part) and New Survey No. 70, Hissa No. 2C and C.T.S. No.18 together with the factory buildings and/or structures standing thereon and situate at Village Mire, Kashmirira-Bhayandar Road, Taluka and District Thane and more particularly described Firstly to the First Schedule hereunder written (for brevity's sake hereinafter referred to as "the said First Property") and were also holding certain licenses, sanctions and permissions for the purpose of carrying on their business activities from the said factory buildings/ structures;

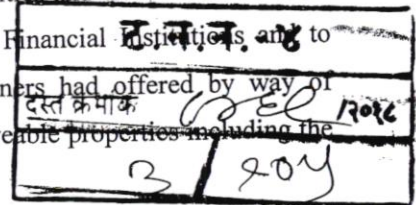
b. By an Indenture dated 30th December 1992, duly registered with Sub-Registrar of Assurances at Bombay under Serial No. BBM/997/92 dated 12th January 1995, made and executed between the said M/s. Punjab Foundary therein called the Vendors and Bolt Master (India) Private Ltd. (for brevity's sake hereinafter referred to as "the said Original Owners) therein called the Purchasers, the said Original Owners did for the consideration mentioned therein acquire and purchase from the said M/s. Punjab Foundary the said First Property described in the Schedule thereunder written which is the same as described Firstly to the First Schedule hereunder written, together with all the furniture, fixture, installation and other moveable articles lying and being in the Factory building, together with permissions, licenses, sanctions etc. and also the goodwill and all other rights, privileges, benefits, etc. of the business of the said M/s. Punjab Foundary on the terms and conditions and upon the covenants as recorded therein;

c. On applications and representations being made by the said Original Owners their name came to be recorded, entered and mutated in the Concerned Revenue Records including P. R. Card which is Annexure hereto, and other records of the Concerned Authorities in respect of the said First Property;



PART - B:

a. The said Original Owners had availed loan facilities and credit facilities from their bankers Syndicate Bank, Goregaon Branch and Financial Institutions and to secure the re-payment thereof, the said Original Owners had offered by way of mortgage and hypothecation their moveable and immovable properties including the said First Property;



b. On necessary applications being made by the said Original Owners, Union Bank of India, Link Road, Malad (West) Branch, (for short "the said Bank") by its letter dated 16th March, 2009 confirmed the Take Over/ Enhancement of Credit facilities from Syndicate Bank, Goregaon Branch, on the terms and conditions as

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recorded therein and accordingly all the moveable and immoveable properties of the said Original Owners including the said First Property stood mortgaged to the said Union Bank of India;

PART - C:

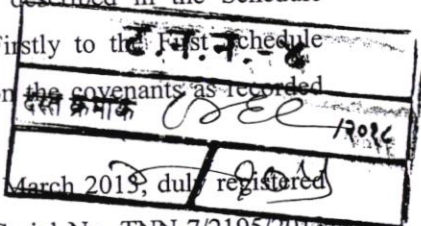
a. By an Agreement for Sale dated 11th July 2011, made and executed between the said Original Owners therein called the Vendors and the Owners/Promoters herein therein called the Purchasers, duly stamped and registered with the Sub-Registrar of Assurance at Thane IV under Serial No. TNN4/05784/2011 dated 15th July 2011, the said Original Owners agreed to sell, transfer, convey and assign unto and in favour of the Owners/Promoters herein, and the Owners/Promoters herein agreed to acquire and purchase from the said Original Owners all its right, title and interest including of the ownership in the said First Property described to the Schedule thereunder written which is same as described Firstly to the First Schedule hereunder written; together with structures standing thereon, compound wall and other infrastructures; free from all encumbrances, claims and demands, at or for the consideration and upon the terms and conditions recorded therein;

b. The said Original Owners have authorized, appointed and nominated two of the Directors of the Promoters to do and perform various acts, deeds, things and matters in respect of the said First Property, as recorded in Power of Attorney executed on 4th August, 2011 and duly registered with the Sub-Registrar of Assurances at Thane IV under Serial No. TNN4/06374/2011 dated 5th August 2011;

c. In accordance with the said Agreement for Sale dated 11th July 2011, the said Original Owners and the Promoters paid and discharged in full the dues of the said Bank and the Original Documents in respect of the said First Property has been released by the said Bank, as evident from Letter dated 26th June 2012 addressed to the said Bank;

d. In furtherance of the said Agreement for Sale dated 11th July 2011, by a Deed of Conveyance dated 18th May 2012, made and executed between the said Original Owners therein called the Vendors and the Promoters therein called the Purchasers, and duly registered with Sub-Registrar of Assurances with Thane - 7 under Serial No. TNN-7/3679/2012 dated 18th May 2012, the said Original Owners granted, sold, conveyed, assigned, released and assured unto and in favour of the Promoters the said First Property more particularly described in the Schedule thereunder written which is the same as described Firstly to the First Schedule hereunder written; at or for the consideration and upon the covenants as recorded therein;

e. By a Declaration-cum-Confirmation dated 21st March 2013, duly registered with Sub-Registrar of Assurances at Thane -7 under Serial No. TNN-7/2195/2013



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dated 21.03.2013, the said Original Owners declared and confirmed that they have received from the Promoters the entire consideration amount payable by the Promoters by virtue of and under the said Agreement for Sale dated 11th July, 2011 read with Deed of Conveyance dated 18th May, 2012 and further that they have handed over to the Owners/Promoters the actual, vacant, peaceful and physical possession of the said First Property;

f. On necessary applications and representations being made by the Promoters, the Concerned Revenue Authorities recorded, mutated and entered the names of the Promoters in the Concerned Revenue Records being P.R. Card, etc. in respect of the said First Property, as Owners thereof;

WHEREAS - II:

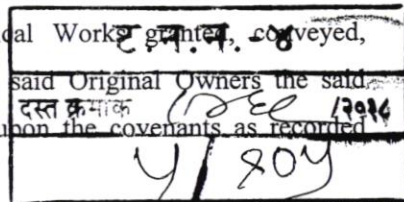
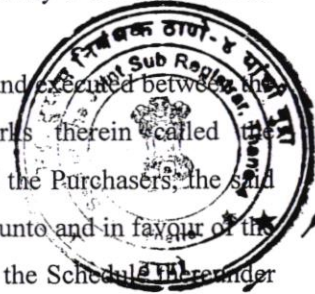
PART - A:

a. Prior to July, 1993, (1) Haji Gulam Rasul Haji Mohmed Safi and (2) Haji Mehendi Hasan Haji Mohmed Safi, being the partners of a Partnership Firm M/s. Punjab Mechanical Works, were seized and possessed of and well and sufficiently entitled to the property being all that piece and parcel of non-agriculture land admeasuring about 451.6 sq.yards i.e. 378 sq.mtrs. bearing Old Survey No.15, Hissa No. 2(Part) and New Survey No. 70, Hissa No. 2A and New C.T.S. No.5 (part) subsequently being CTS No. 5A (part) situate at Village Kashmirira, Kashmirira-Bhayandar Road, Taluka and District Thane and more particularly described Secondly to the First Schedule hereunder written (for brevity's sake hereinafter referred to as "the said Second Property");

b. By an Agreement to Sell dated 29th July 1993, made and executed between the Partners of the said M/s. Punjab Mechanical Works therein called the Sellers/Vendors and the said Original Owners therein called the Purchasers; the said Punjab Mechanical Works agreed to sell, transfer and assign unto and in favour of the said Original Owners the said Second Property described in the Schedule hereunder written which is same as described Secondly to the First Schedule hereunder written, at or for the consideration and upon the terms and conditions as recorded therein;

c. In furtherance of the said Agreement to Sell dated 29th July, 1993, by an Indenture dated 30th December, 2010, duly registered with the Sub-Registrar of Assurances at Thane No. IV under Serial No.TNN-4/11889/2010 dated 30th December, 2010, the said M/s. Punjab Mechanical Works conveyed, transferred and assured unto and in favour of the said Original Owners the said Second Property; at or for the consideration and upon the covenants as recorded therein;

d. On applications and representations being made by the said Original Owners, the Concerned Revenue Authorities recorded, entered and mutated the name of the



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said Original Owners in the Concerned Revenue Record including P. R. Card, etc. in respect of the said Second Property, as Owners thereof;

PART - B:

a. The said Original Owners were absolutely seized and possessed of and/or well and sufficiently entitled to the property being all that piece and parcel of Non-Agricultural land admeasuring about 307.16 Sq. yards i.e. 257.1 Sq. Mtrs. bearing Old Survey No.15, Hissa No. 2 (Part) and New Survey No. 70, Hissa No. 2A, CTS No. 32 together structure standing thereon and situate at Village Kashmirira, Kashmirira Bhayander Road, Taluka and District Thane and more particularly described Thirdly to the First Schedule hereunder written. (for brevity sake hereinafter referred to as the "said Third Property");

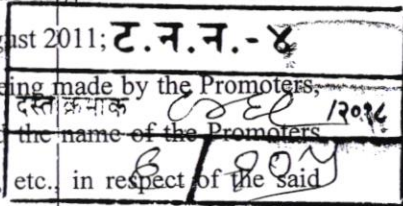
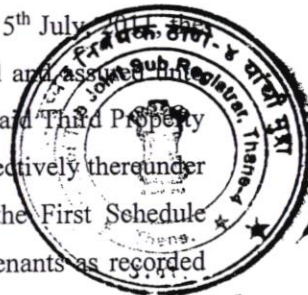
b. On applications and representations being made by the said Original Owners, the Concerned Revenue Authorities recorded, mutated and entered the name of the said Original Owners in the Concerned Revenue Records including P.R. Card, in respect of the said Third Property, as Owners thereof;

PART - C:

a. By a Deed of Conveyance dated 11th July 2011, made and executed between the said Original Owners therein called the Vendors and the Promoters herein therein called the Purchasers, and duly registered with the Sub-Registrar of Assurances at Thane under Serial No. TNN-4/05783/2011 dated 15th July 2011, the said Original Owners granted, sold, conveyed, assigned, released and assured the said Original Owners and in favour of the Promoters the said Second Property and the said Third Property more particularly described in the First and Second Schedule respectively thereunder written which is same as described Secondly and Thirdly to the First Schedule hereunder written; at or for the consideration and upon the covenants as recorded therein;

b. The said Original Owners also authorized appointed and nominates two of the Directors of the Promoters to do and perform various acts, deeds, things and matters in respect of the said Second and Third property; as recorded in Power of Attorney dated 4th August 2011, duly registered with Sub-Registrar of Assurance at Thane under Serial No. TNN-4/06373/2011 dated 5th August 2011; ट.न.न.-४

c. On necessary applications and representations being made by the Promoters, the Concerned Authority recorded, mutated and entered the name of the Promoters in the Concerned Revenue Records being P.R. Card, etc., in respect of the said Third Property as Owners thereof;



WHEREAS - III

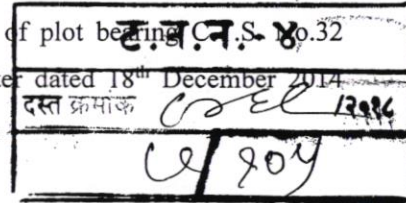
In or about October 2013, Shamshad Begum Gulam Rasool and 3 Others filed a proceeding being Special Civil Suit No.616 of 2013 in the Court of the Civil Judge (Senior Division) at Thane against the said Original Owners and the Promoters in respect of the said Second and Third properties, as prayed for therein; which Suit has been duly disposed-off as withdrawn by the Plaintiffs therein (being Shamshad Begum Gulam Rasool and 3 Others) on the terms and conditions as recorded in the Consent Terms dated 5th February 2014 filed therein and as recorded in the Order dated 5th February, 2014 passed by the Learned Civil Judge, Senior Division, Thane therein;

WHEREAS - IV

a) By an Agreement dated 17th November 2014, duly registered with Sub-Registrar of Assurances at Thane No.7 under Serial No. TNN-7/8586/2014, the Promoters agreed to handover to the Corporation (being Mira-Bhayendar Municipal Corporation) an area admeasuring 112.27 sq. mtrs. from and out of plot bearing C.T.S. 32 admeasuring 257.10 sq. mtrs for the widening of D.P. Road.; on the terms and conditions as recorded therein.

b) By an Agreement dated 17th November 2014 duly registered with Sub-Registrar of Assurances at Thane No.7 under Serial No. TNN-8587/2014, the Promoters agreed to handover (being Mira-Bhayendar Municipal Corporation) handover to the corporation an area admeasuring 105.35 sq. mtrs. from and out of the plot bearing C.T.S. No. 5 (Part) admeasuring 378.00 sq. mtrs. net plot area admeasuring 2112.83 sq. mtrs. (after deducting road set back area) land admeasuring 112.2 sq. mtrs. out of the 2225.10 sq. mtrs. of the total plot area for the development of Amenity Open Space; on the terms and conditions as recorded therein.

c. On 18th December 2014 the Promoters handedover to the Corporation (being Mira Bhayender Municipal Corporation) an area of 105.64 sq. mtrs. from and out of the plot bearing C.T.S. No. 5 (Part) towards development of Amenity Open Space and also an area of 112.27 sq. mtrs. from and out of plot bearing C.T.S. 32 towards widening of D.P. Road; as recorded in letter dated 18th December 2014 issued by Mira-Bhayender Municipal Corporation.



d. On applications and representation being made, the Concerned Authority being Land Records, Thane effected entry of the said Agreement dated 17th November 2014 in respect of an area of 94.32 sq. mtrs. from and out of the plot bearing C.T.S. No. 32 (being an area handedover to the Corporation for widening of

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Purchasers

D.P. Road) and opened and issued separate P.R. Card in respect of the said area of 94.32 sq. mtrs. having C.T.S. no. 32B in the name of the Corporation.

e. On applications and representation being made, the Concerned Authority being Land Records, Thane effected entry of the said Agreement dated 17th November 2014 in respect of an area of 105.6 sq. mtrs. from and out of the plot bearing C.T.S. No. 5A (Part) (being an area handedover to the Corporation for development of Amenity Open Space) and opened and issued separate P.R. Card in respect of the said area of 105.6 sq. mtrs. having C.T.S. No. 5B in the name of the Corporation.

AND WHEREAS unless and until specifically referred to, the said First Property described Firstly in the First Schedule hereunder written, the said Second Property described Secondly in the First Schedule hereunder written (after deducting therefrom an area of 105.6 sq. mtrs. being the area handedover to the Corporation for development of Amenity Open Space) and the said Third Property described Thirdly in the First Schedule hereunder written (after deducting therefrom an area of 94.32 sq. mtrs. being the area handedover to the Corporation for widening of D.P. Road) are hereinafter collectively referred to as "the said Property" and more particularly described in the Second Schedule hereunder written;

AND WHEREAS by virtue of the aforesaid facts and documents, the Promoters are absolutely seized and possessed of and well and sufficiently entitled to the said Property more particularly described in the Second Schedule hereunder written;

AND WHEREAS the Promoters proposed a Scheme/Project for development of the said Property described in the Second Schedule hereunder by constructing Building/s thereon, by use of development potentiality, permitted/granted and/or to be permitted/granted as per the present/future policies of the Concerned Development Authority in accordance with the concerned statutes, duly amended from time to time;

AND WHEREAS as per the prevailing development policy 4818.22 sq. mtr. (Built up area) is available/permisible on the said property described in the Second Schedule hereunder written and accordingly the Promoters have presently proposed to construct on the said Property, a building {consisting of basement + ground (Part) + 1st Floor (part) + 2nd to 22nd Floor (Part)}; however for sake of convenience the Promoters in respect of the said building proposes to have 2 (Two) wings of which Wing "A" known as "THE CORPORATE LOUNGE" shall be commercial/shopping having Basement + Ground + 1 Upper Floor and Wing "B" known as "PARSH RESIDENCY" shall be residential having Basement + Stilt + Podium + 2nd to 21st Floors + 22nd Floors (Part) ;



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दस्ता क्रमांक १२११/२०१६
१२/११/२०१६
१२/११/२०१६


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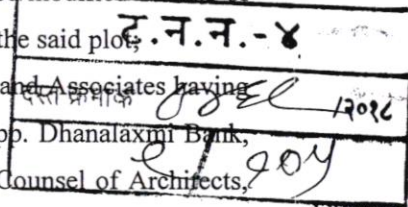
AND WHEREAS for the purpose of the Project (i.e. construction of buildings on the said property more particularly described in the Second Schedule hereunder written, the Promoters have availed from "Lakshmi Vilas Bank, Andheri (East) Branch a Project Term Loan, on the terms and conditions as stated in the Letter bearing reference No. LVB/176/Gen./261/2013-14 dated 6th December, 2013.

AND WHEREAS on necessary applications and representations being made the Concerned Fire Authority being Mira-Bhaindar Municipal Corporation, Fire Department by its Letter/Order bearing Ref. No. MBMC/FIRE/1256/2013-14 dated 27th March, 2014 read with its Letter/Order bearing Ref No. MBMC/FIRE/978/2015-16 dated 8th December 2015 granted his provisional No Objection Certificate in respect of the proposed construction on the said Property, on the terms and conditions as recorded therein;

AND WHEREAS on necessary applications and representation being made, the Concerned Authority being Mira-Bhaindar Municipal Corporation granted/issued Construction Commencement Letter/Certificate bearing Ref. No. MB/MNP/NR/932/2014-15 dated 2nd July, 2014 read with Amended Construction Commencement Letter/Certificate bearing Ref. No. MB/MNP/NR/131/2015-16 dated 13th April, 2015 read with further Amended Construction Commencement Letter/Certificate bearing Ref. No. MB/MNP/NR/5411/2015-16 dated 28th March 2016 and further read with Amended Construction Commencement Letter/Certificate bearing reference No. MB/MNP/NR/5456/2017-18 dated 27th March, 2018 for the construction of the proposed building on the said Property, in accordance with the sanctioned plans thereto and on the terms and conditions as recorded therein;

AND WHEREAS pursuant to the said sanctioned Construction Commencement Letter/Certificate dated 27th March 2018 and the sanctioned plans annexed thereto, the Promoters have presently proposed to construct commercial/shopping premises aggregating to 818.02 sq. mtrs. (Built-up area) in Wing "A" being Commercial Building known as "THE CORPORATE LOUNGE" and residential premises/flats aggregating to 3988.29 sq. mtrs. (Built-up area) in Wing "B" being Residential Building known as "HARSH RESIDENCY" in the building to be constructed by them on the said Property; with a provisions of construction of additional floors/area on Wing "B" on the plans being amended/modified for use of the remaining/additional development potentiality available on the said plot;

AND WHEREAS the Promoters have appointed Anish and Associates having offices at Shop No. 1 & 2 Bhairav Shrushti, Ground Floor, Opp. Dhanalaxmi Bank, 150 Feet Road, Bhayandar (W) – 401101 registered with the Council of Architects, as Architect and the said appointment is as per the rules prescribed by the Council of Architects. The Promoters have also appointed M/s. Protech Consultants having address at 8A, Vishal Apartment, Salasar Brijbhoomi Phase II, Bhayandar (W) –



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401101 as Consulting Structural Engineers for the preparation of structural designs and drawings and the Promoters have accepted and approved the supervision of the said Architect and Structural Engineer till the completion of the construction of the building, in all respects;

AND WHEREAS V.B. Chaturvedi, Advocate for the Promoters by his Title Certificate dated 6th April, 2013 have inter alia certified that the Title of the Promoters in respect of the said Property is clear and marketable;

AND WHEREAS copy of the said Title Certificate issued by V.B. Chaturvedi, Advocate for the Promoters showing Title to the said Property and relevant copies of extract of revenue records from Property Registered Cards, Copy of the floor plan and Commencement Certificate are annexed and marked as Annexure "A" to "D" respectively;

AND WHEREAS the terms, conditions, stipulations and restrictions laid down or which may be laid down by the Concerned Authorities including MBMC will be observed and performed by the Promoters while developing the said property and completion of the construction of building thereon and upon due observance and performance of which only, the Occupation Certificate in respect of the said building shall be granted by the Concerned Authorities /MBMC;

AND WHEREAS the Concerned Authority being MBMC have sanctioned the plans for the proposed building consisting of Two (2) Wings i.e. "A" Wing having 818.02 sq. mtrs. (Built-up area) being commercial building known as "THE CORPORATE LOUNGE" presently having Basement + Ground + 1 Upper Floor and "B" Wing having 3988.29 sq. mtrs. (Built-up area) being residential building known as "HARSH RESIDENCY" presently having Basement + Stilt + Podium + 21st to 22nd Floors + 22nd Floor (Part) and the Promoters have accordingly commenced the construction of the same with a provision of construction of additional area/floors on Wing "B" on the plans being amended or modified for use of the remaining/additional development potentiality available to the Promoters as per the present or future policy of the Concerned Development Authority including MBMC. The Promoters have presently obtain sanction of plan by use of the development potentiality of 4806.31 sq. mtrs. (Built-up area) which is less than the total development potentiality of the said Property and are entitled to avail the remaining additional development potentiality of 11.91 sq. mtrs. (Built-up area) and reserve their right to use, utilize and consume the same and also the additional development potentiality as per the sanctions/approvals/permissions to be granted/modified/amended by the Concerned Authorities in the building to be constructed on the said property;



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20/09/2016

AND WHEREAS The Purchaser/s herein has/have demanded from the Promoters and the Promoters have given inspection to the Purchaser/s herein have


Promoter


Purchasers