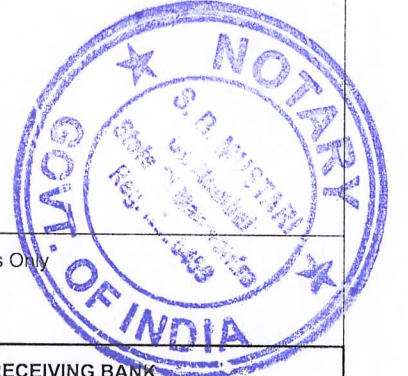




CHALLAN
MTR Form Number-6



GRN	MH012179066202324E	BARCODE			Date	11/12/2023-12:24:36	Form ID	
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Non-Judicial Stamps			TAX ID / TAN (If Any)				
Office Name	GENERAL STAMP OFFICE MUMBAI			PAN No.(If Applicable)	ABAFB3620L			
Location	MUMBAI			Full Name	Banaji Silverline Developers LLP			
Year	2023-2024 One Time			Flat/Block No.	Ground Floor Dil Navaz Apartment			
Account Head Details			Amount In Rs.	Premises/Building				
0030056201	General Stamps		100.00	Road/Street	Lallu Bhai Park Road Near Rajpuria Boys Hostel			
				Area/Locality	Andheri West Mumbai			
				Town/City/District				
				PIN	4	0	0	0 5 8
				Remarks (If Any)				
				Amount In	One Hundred Rupees Only			
Total			100.00	Words				
Payment Details	STATE BANK OF INDIA			FOR USE IN RECEIVING BANK				
Cheque-DD Details				Bank CIN	Ref. No.	00040572023121129901	IK0CODOHH5	
Cheque/DD No.				Bank Date	RBI Date	11/12/2023-12:24:25	Not Verified with RBI	
Name of Bank				Bank-Branch	STATE BANK OF INDIA			
Name of Branch				Scroll No. , Date	Not Verified with Scroll			

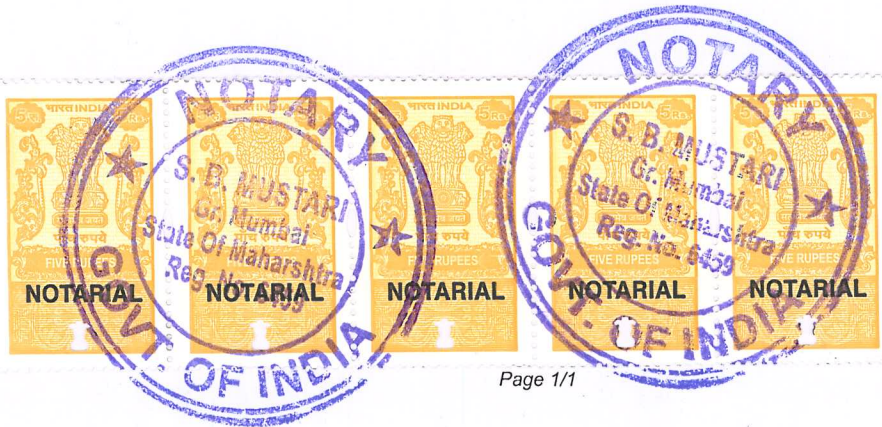


Department ID :

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

Mobile No. : 9820022990

सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.





AGREEMENT FOR SALE OF T.D.R (FSI)

This Agreement is made at Mumbai on this 11 day of December, in the Christian Year Two Thousand Twenty-Three (hereinafter shall be referred to as "**the Agreement**" or "**this Agreement**")

BETWEEN

M/S. GURUKRUPA DEVELOPERS, a partnership firm registered under the Indian Partnership Act, 1932, and having its office at **4/58, Kamal Mansion, Haji N A Azmi Marg, Colaba, Mumbai - 400005**, hereinafter called "**THE TRANSFEROR**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its partners for the time being and from time to time, the survivors of them, the heirs, executors and administrators of such last surviving Partner, and their or his /her assigns) of the **ONE PART**,

AND

M/S. BANAJI SILVERLINE DEVELOPERS LLP, a limited liability partnership registered under the provisions of Limited Liability Partnership Act, 2008, having their office at **Ground Floor, Dil Navaz Apartment, Lallu Bhai Park Road, Near Rajpuria Boys Hostel, Andheri West, Mumbai - 400058**, hereinafter called "**THE TRANSFEREE**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **OTHER PART**.

The Transferor and the Transferee are hereinafter collectively referred to as the "Parties" and individually as the "Party".

WHEREAS:-

- a) The Transferor has implemented S.R. Scheme on slum plot bearing CTS Nos.4091, 4091/1 to 37, 4097, 4097/1 to 5, 4090B, 4090A/2 to 19 of Village Kolekalyan, District Mumbai Suburban, within the limits of Municipal Corporation of Greater Mumbai ("**MCGM**") (hereinafter referred to as the "**Originating Property**");
- b) As per the prevailing rules & regulations of MCGM, the Transferor is entitled for TDR FSI in lieu of rehabilitation / construction of tenements on the Originating Property , free of cost from the Slum Rehabilitation Authority ("**said SRA**");
- c) The said SRA has recommended to Municipal Commissioner of MCGM, to issue TDR FSI in the form of Development Right Certificate in favour of the Transferor and accordingly the Municipal Commissioner had issued Development Right Certificate No. **SRA/1504/Spillover/Final** bearing Folio No. **TDR/SRP/HE-16 WARD Phase-I/Spillover/Final** issued on dt. **23rd November 2023** for **2018.37 Sq. mtrs.** TDR FSI (hereinafter referred to as "**the said DRC**") in favour of the Transferor and thus the Transferor is well and sufficiently entitled to the said DRC as the absolute Owner thereof;
- d) The Transferee has approached the Transferor for purchasing from the Transferor **243.50 Sq. mtrs.** equivalent to **2621.03 Sq. ft.** TDR FSI ("**said TDR**") from and out of the said DRC which the Transferor has agreed to sell and transfer to the Transferee for the consideration of **Rs. 1,55,35,000/- (Rupees One Crores Fifty Five Lakhs Thirty Five Thousand Only)** and on the terms and conditions as recorded herein;
- e) The Transferor declares that it has not utilized, sold/transferred the said TDR out of the said DRC and the said TDR is in its possession and available with the Transferor for sale and transfer to any third party as it may deem fit and proper;
- f) The Transferee hereby agrees to utilize the said TDR debited from the said DRC on the **Proposed Redevelopment of 'Aneesh Apartment Co.Op Housing Soc. Ltd.'** On Plot Bearing C.T.S. No. 503C Of Village Vile Parle, Taluka Andheri, at Azad Lane, Off S.V. Road in K/W Ward, under Building Proposal File No.: **P-17042/2023/(503C)/K/W**

  2 

Ward/VILE PARLE-K/W in the name of **Shri Jamshed Banaji Partners of M/s. BANAJI SILVERLINE DEVELOPERS LLP;**

- g) Accordingly, the Parties hereto have agreed to execute this Agreement recording the detailed terms, conditions and covenants agreed between the Parties hereto in respect of the sale and transfer of the said TDR by the Transferor to the Transferee.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO THAT:-

1. The recitals contained herein above shall form an integral and operative part of this Agreement, as if the same are set out and incorporated herein in verbatim.

2. The Transferor agrees to sell and transfer and arrange to transfer to the Transferee and the Transferee agrees to purchase and obtain transfer of and acquire the T.D.R. of **243.50 Sq. mtrs.** equivalent to **2621.03 Sq. feet** (herein referred to as the "**said TDR**") from the Transferor.

3. The Transferee for the purchase of the said TDR has paid the agreed total consideration of **Rs. 1,55,35,000/- (Rupees One Crores Fifty Five Lakhs Thirty Five Thousand Only)** (inclusive of applicable TDS), to the Transferor on or before execution hereof (the payment and receipt whereof the Transferor do hereby admit and acknowledgment and acquit and discharge the Transferee from the same and every part thereof).

4. It is explicitly understood and agreed by the parties hereto that the aspects relating to applicability of GST, point of taxation and mode of discharge thereof, in relation to the transfer of TDR for utilization in any Residential Real Estate Project (RREP), are governed by relevant provisions of the GST law and in particular, the Government of India, Ministry of Finance (Department of Revenue) Notifications dated 29/03/2019 under numbers from 03/2019 Central Tax (Rate) to 08/2019-Central Tax (Rate) or any other modifications thereof. It is confirmed by the Transferee that they are the promoters as envisaged under relevant provisions of GST Law and that the project wherein the said TDR is proposed to be utilized is a Residential Real Estate Project (RREP). The Transferee has agreed that obligation of determining, filing and discharging the applicable GST, if any, in respect of this transaction

under Reverse Charge Mechanism (RCM) or otherwise is solely that of the Transferee and therefore the total consideration payable to the Transferor herein as mentioned in Clause 3 hereinabove is exclusive of GST or any other levy or tax or cess whatsoever. Further, the Transferee alone shall be responsible for complying with any other compliances under GST law in this regard including but not limited to filing/submitting of returns, information, within such time limits and in such manner as may be prescribed under relevant provisions of GST law. The Transferee shall indemnify and keep the Transferor indemnified against any taxes, interest, penalties, costs, damages, repercussions, injury suffered/to be suffered pursuant to any action, claim or proceedings initiated against the Transferor by the relevant authorities in this regard including the costs incurred for defending the same.

5. The Transferor do hereby declare and confirm that it has not dealt with, disposed off, sold or transferred or created any third party rights in any manner whatsoever in respect the said TDR which the Transferor has agreed to sell and transfer to the Transferee under this Agreement and that the said TDR is free from all charges, lien or encumbrances of any nature whatsoever.

6. The Transferor hereby confirms that in addition to the said TDR and corresponding F.S.I. aforesaid if the Transferee gets benefits of construction of any additional area which is not calculated in the consumption of F.S.I. and/or TDR such as balcony and/or stilt, etc. on payment of premium such as in respect of lift-wells, landings, mid-landings, staircases, Fungible Compensatory FSI etc., in accordance with the prevailing Development Control Regulations, the Transferee shall be at liberty and entitled to avail of, and use the same, without any further payment by the Transferee to the Transferor, provided however, it does not result in any additional consumption of any TDR of the Transferor.

7. It is specifically agreed by the Transferor that the Transferee shall have exclusive right on the said TDR upon the receipt by the Transferor of the payment of the total consideration amount payable by the Transferee to the Transferor under these presents, and until the said TDR is transferred in favour of the Transferee, the Transferor shall act only as custodian of the said TDR of **243.50 Sq. mtrs** equivalent to **2621.03 Sq. feet**. The Transferor hereby further agrees to execute BMC Agreement, Deed of Assignment of TDR, issue Utilization Form, Deed of Rectification of Agreement (if required) and NOC for deduction of the said TDR from the said DRC as and when requested by the Transferee.

8.(a). As MCGM has issued the DRC in physical form, the Transferor will ensure from the MCGM that the same is available online within 3 (three) working days of signing this Agreement, after which the Transferee shall submit the application for TDR utilization to MCGM. It is further confirmed by the Transferor that within maximum 7 (seven) working days from the submission of TDR Utilization Application on MCGM Auto DCR Portal, they shall acknowledge the DRC certificate online by digital signature from their console for deduction and issue No Objection certificate as and when required to debit the said DRC to the extent of **243.50 Sq. mtrs.** equivalent to **2621.03 Sq. feet** in favour of **Shri Jamshed Banaji Partners of M/s. BANAJI SILVERLINE DEVELOPERS LLP**, approved under the Building Proposal File No. **P-17042/2023/(503C)/K/W Ward/VILE PARLE-K/W.**

8(b). In the event the Transferor fails to assign, due to any default or negligence of the Transferor, the said TDR in favour of the Transferee within a period of 7 (seven) working days from the date of submission of application by the Transferee to MCGM, then and in that event, at the option of the Transferee and if so demanded by the Transferee, the Transferor shall within a period of 7 (Seven) days from receipt of such demand (in writing) from the Transferee, refund the total consideration to the Transferee without any interest thereon. Upon the receipt of such refund by the Transferee, this Agreement shall automatically and ipso facto stand cancelled and terminated, and the Transferee shall cease to have any claim, right, benefit and/or interest of any nature whatsoever in respect of the said TDR and the Transferee shall not have any claim or right against the Transferor, and the Transferor shall be entitled to utilize, sell, transfer, alienate and deal with the said TDR in any manner that it deems fit and proper in its sole and unfettered discretion.

9. It is agreed, clarified and confirmed that the rights of the Transferee shall be limited and restricted to the said TDR of **243.50 Sq. mtrs** equivalent to **2621.03 Sq. feet** from the said DRC, agreed to be sold and transferred by the Transferor to the Transferee hereunder.

10. The Transferor hereby undertakes and agrees that the Transferor shall submit the said DRC on the due date to MCGM, for deduction and loading on the project of the Transferee immediately thereon.

11. The Transferor undertakes to sign and execute, at the cost of the Transferee, all such Documents, Utilization Forms and all such papers, Agreements as may be necessary to enable Transferee to be entitled to the said TDR, without asking for any transfer charges whatsoever.

12. The Transferee agrees and covenants with the Transferor, not to utilize in any manner any additional or further TDR belonging to the Transferor in excess of the said TDR of **243.50 Sq. mtrs** equivalent to **2621.03 Sq. feet** agreed to be transferred to the Transferee under this Agreement.

13. The Transferee hereby agrees and confirms that if any further and/or increase of TDR or FSI is made available in respect the said DRC in any manner whatsoever then it shall exclusively belong to the Transferor.

14. The Transferee further agrees and covenants with Transferor to comply, at the Transferee's own costs in all respects, with all requirements of the MCGM and/or the Government of Maharashtra and/or any other authority of and pertaining to the utilization and transfer of the said TDR including to pay to the authorities concerned, the charges for the utilization and transfer thereof that may be prescribed by the MCGM and/or Govt. of Maharashtra and/or any other authority from time to time. If the Transferee fails or neglects for any reason whatsoever to observe, perform and comply with its obligations under this clause or any other clause of this Agreement, all consequences in respect thereof shall be borne and paid by the Transferee alone, and the Transferor shall not be liable or responsible in any manner in respect thereof.

15. All outgoings, including stamp duty and/or registration charges and/or premium and/or development charges and/or transfer charges and/or any other levy or tax or cess by whatever name called payable on this Agreement and/or any further document or writing and/or DRC Utilization Form and/or on the transfer and/or utilization of the said TDR, shall be borne and paid by the Transferee alone, and the Transferor is not required to bear or pay or contribute anything towards the same, and the Transferee agrees to indemnify the Transferor against any claim or demand that may be made by the concerned authorities or any other persons in relation to this Agreement for transfer of the said TDR including in respect of non-payment or deficit payment of any sum required to be paid by the Transferee as mentioned herein.

16. The Transferor hereby undertakes to depute its authorized representative to admit, present and lodge the Transfer Agreement (in MCGM format) that may be entered into by the Parties before the concerned Sub-Registrar of Assurances as and when the Transferee requires.

17. Each party shall bear and pay the Professional Fees of their respective Advocates and Solicitors.

18. This Agreement may only be amended by document/s signed by the Parties hereto.

19. If any provision of this Agreement is found or held to be void or unenforceable under any Act or the Rules and Regulations made thereunder, such provisions of the Agreement shall stand and be deemed amended or deleted to the extent the same are inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

20. All disputes, differences or questions that may arise at any time during the continuance of this Agreement between the Transferor and the Transferee relating or referring to the existence, construction, validity or effect of this Agreement or rights and/or liabilities of the respective Parties hereto shall be referred to the sole Arbitrator to be mutually agreed and appointed by the Parties. The arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force and the award of the Arbitrator shall be final and binding upon the Parties. The Arbitration proceedings shall be conducted in English Language and shall be conducted in Mumbai.

21. The Transferee agrees and confirms that said TDR shall be utilized as per the applicable laws and regulations within the period of 1 (one) year from the date of issue of the said DRC without indexation. Thereafter quantum of TDR after one year shall be reworked as per DCPR 2034 for Greater Mumbai, for generation and indexed for utilization. The Transferee agrees and confirms that the cost of indexation of the said TDR shall be borne by the Transferee only. The Transferee agrees,



confirms and undertakes that if the Transferee is unable to utilize the said TDR within the time frame as aforesaid, and the same adversely and/or otherwise affects the right, title and interest of the Transferor to utilize, sell, transfer, alienate and/or deal with the balance TDR/FSI under the said DRC, the Transferee shall be solely liable and responsible for all costs and consequences in respect thereof and the Transferee agrees and undertakes to indemnify and keep indemnified the Transferor therefrom.

22. It is expressly agreed and understood that this Agreement executed between the Transferor and the Transferee herein shall be treated as Principal Instrument on which necessary stamp duty will be paid as may be adjudicated by the concerned Authority. The Stamp Duty and Registration charges in respect of this Agreement and all documents related, incidental or supplemental thereto shall be paid solely by the Transferee.

23. All notices, intimations, communications etc. to be served on or given to the Parties hereto, as contemplated under this Agreement, shall be in writing and shall be deemed to have been duly served if sent by Registered Post A.D., Speed Post or Courier at their address as specified herein below :-

Transferor : M/S. GURUKRUPA DEVELOPERS

**Address : 4/58, Kamal Mansion, Haji N A Azmi Marg, Colaba
Mumbai - 400005.**

Transferee : M/S. BANAJI SILVERLINE DEVELOPERS LLP

**Address : Ground Floor, Dil Navaz Apartment, Lallu Bhai Park
Road, Near Rajpuria Boys Hostel, Andheri West, Mumbai -
400058.**

25. The Parties undertake to abide by the exclusive jurisdiction of the Courts in Mumbai for the purpose of this Agreement.



IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands on the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED]
By the within named, TRANSFEROR]
M/S. GURUKRUPA DEVELOPERS]
through Partners, 1. Mr.Rajesh M. Jogani]
and 2. M/s. Axiom Constructions LLP.]
through Mr. Sudhanshu Pareek]

For M/S. GURUKRUPA DEVELOPERS

[Signature]
Partner

For M/S. GURUKRUPA DEVELOPERS

[Signature]
Partner

PAN : AAFFG9588G]

GST : 27AAFFG9588G1ZU]

In the presence of]

1. DILIP K. JADHAV]

[Signature]

SIGNED SEALED AND DELIVERED]

By the within named TRANSFEREE]

M/S. BANAJI SILVERLINE DEVELOPERS LLP]

by its Designated Partner Mr. Jamshed Banaji]

PAN : ABAFB3620L]

GST : 27ABAFB3620L1ZM]

In the presence of]

1. A. Sejpal *[Signature]*]

For BANAJI SILVERLINE DEVELOPERS LLP

[Signature]
PARTNER

ATTESTED BY ME

[Signature]
28/12/2023

S. B. MUSTARI
ADVOCATE & NOTARY
GOVT. OF INDIA
No. B/4, Sai Dham Hsg. Soc
Tilak Nagar, Sakinaka
Mumbai-400 072

IDENTIFIED BY ME

[Signature]
ANIL KUMAR PANDAY
B.COM.LL.B.
ADVOCATE HIGH COURT
Add: Omkar Chowk, Jan Shakti Nagar,
Opp. Hanjar Nagar, Malpa Dongari No. 2,
Pump House, Andheri (E), Mumbai-93.





RECEIPT

RECEIVED from the within named Transferee **M/S. BANAJI SILVERLINE DEVELOPERS LLP**, the sum of **Rs. 1,55,35,000/- (Rupees One Crores Fifty Five Lakhs Thirty Five Thousand Only)** as per details herein below being full payment of the total consideration against the sale and transfer of the said TDR admeasuring **243.50 Sq. mtrs** equivalent to **2621.03 Sq. feet** from DRC No. **SRA/1504/Spillover/Final dated 23rd November 2023.**

Sr.No.	RTGS No	Date.	Amt. (Rs.)	Drawn on (Bank) & (Branch)
01.	HDFCR52023121160996679	11/12/2023	1,55,35,000/-	HDFC
Total			Rs. 1,55,35,000/-	

This Agreement is subject to realization of above mentioned Cheques.

WE SAY RECEIVED

For M/S. GURUKRUPA DEVELOPERS
For M/S. GURUKRUPA DEVELOPERS




Partner

Partner

(Transferor)

D.R.C. No.	SRA/1504/Spillover/Final
Name of Transferor	M/S. GURUKRUPA DEVELOPERS.
Name of the Transferee	M/S. BANAJI SILVERLINE DEVELOPERS LLP
Quantity to be deducted	243.50 Sq.Mtrs.



DATED THIS 11 DAY OF DECEMBER 2023

M/S. GURUKRUPA DEVELOPERS

.....TRANSFEROR



TO

M/S. BANAJI SILVERLINE DEVELOPERS LLP

.....TRANSFeree

AGREEMENT FOR SALE OF 243.50 SQ. MTR
TDR (F.S.I) from DCR No. SRA/1504/Spillover/Final
bearing Folio No. TDR/SRP/HE-16 WARD Phase-
I/Spillover/Final dated 23rd November 2023
