



THIS AGREEMENT is made and entered into at Mumbai this 21st day of April, 2017 between M/s. Krypton Construction Private Ltd. A Private Limited Company incorporated under the Indian Companies Act, 1956 and having their office at 312, Commerce House, 140, N.M. Road, Fort, Mumbai - 400 023, hereinafter called "THE PROMOTERS/ DEVELOPERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its Directors, successors in office of M/s. Krypton Construction Pvt. Ltd., executors, administrators and assigns) of the First Part AND Mr. Shabbir Rajkotwala and Mrs. Poojam Rajkotwala of Mumbai, Indian Inhabitant, having his/her/their address at Flat No. E/104, Narkar Tower II, 50 Nesbit Road, Mazgaon, Mumbai - 400 010, hereinafter called the "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, executors, administrator, successors and assigns) of the OTHER PART:

WHEREAS

- a) WE SAY THAT by Deed of Conveyance dated 18/11/2002 registered with the Sub-Registrar of Assurances, Mumbai under Serial No. DBE-2/6144 of 2002 entered into between ourselves as Trustees of Gopiram Rula Ramgarhwala Trust, (Private Trust) 1/4th Share, and M/s. Krypton Construction Pvt. Ltd., Company duly registered under provisions of Companies Act, 1956, have assigned and/or transferred share, right, title and interest in the property at Sewri bearing C.S. No. 169 of Parel Sewri Division in the Registration District Mumbai City together with the Buildings, Structures and messuages standing thereon and more particularly described in the first schedule thereunder written (herein called as "the said property") at or for the consideration as mentioned in the said Conveyance
- b) WE SAY THAT by deed of partition dated 13/03/2003 registered with Sub-Registrar of Assurances, Mumbai under Serial No. BBE-2/1617 of 2003 the said property was partitioned and the 14th Share of the Property which was conveyed by ourselves to M/s.

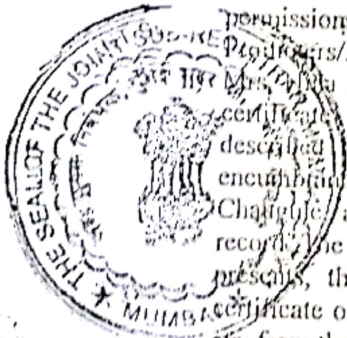
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Krypton Construction Pvt. Ltd., was entitled to 4011.34 sq.mts. in the said property more particularly described in the Schedule hereunder.

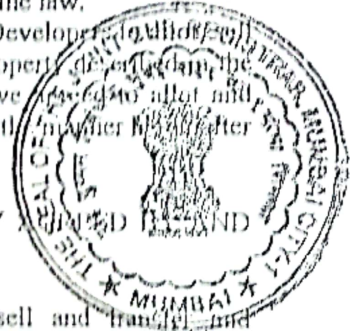
- e) In the circumstances aforesaid the Promoters/Developers abovenamed have become absolute owners in respect of the said property described in the schedule hereunder written.
- d) By order bearing No. R/HOCP-1291/32/MBPRB OF 2003 dated 2nd Jan, 2003, passed by the authorities of Maharashtra Housing and Area Development Authority (MAHDA) the authorities of MAHDA have granted their permission to the Promoters/Developers abovenamed to redevelop the said property in the manner and upon the terms and conditions mentioned in the said order dated 16th March, 2002. Hereto annexed and marked as Annexure is a copy of the order.
- e) The Promoters/Developers abovenamed have also obtained permission for development of the said property described in the schedules hereunder written under the provisions of Urban Land (Ceiling & Regulation) Act, 1976 under order bearing No. CULC/D.III/22/7334 dated 5th June, 2003, passed by the Additional Collector & Competent Authority, Mumbai Agglomeration, a copy of the said permission is hereto annexed and marked as Annexure.
- f) The Promoters / Developers got the plans for the development of the said property sanctioned from the authorities of Municipal Corporation of Greater Mumbai as also the authorities of MAHDA and obtained necessary IOD bearing No. BEBPC/9832/FS/A of 2003-2004 dated 20th August, 2003 and CC bearing No. BEBPC/9832/FS/A of 13th Jan, 2004 for construction of building/s, whereby the Developers would be in a position to reaccommodate all the existing tenants and occupants of the said property. As also to construct the remaining building on the said property. The Promoter/Developer got plan sanction under I.O.D. bearing No. BEBPC/9981/FS/A of 2003-2004 dated 20th August, 2003, whereby the Promoters/Developers will be in a position to sell transfer and dispose of the flats and other units to the prospective buyers in the open market whereby the Promoters/Developers will be in a position to generate fund for the development of the said property.
- g) The Promoters/Developers abovenamed have given the full free and complete inspection of the originals of the said U.L.C. Permission, the IOD and CC as above, as also the sanctioned plans and other consequential drawings, designs, specifications, and documents to the Purchaser/s and that the Purchaser/s is/are fully satisfied about the same. The originals of the said permissions, I.O.D., D., C.C. and sanctioned plans have been retained by the Promoters/ Developers abovenamed in their office as mentioned above, and that the Purchaser/s do hereby record and confirm that the Purchaser/s prior to the execution of these presents has/have received duly certified copies of the said permissions, IOD and CC as also copy of the sanctioned plan from the Promoters/Developers.
- h) Mrs. Nina Chaugule, the Advocate for the Promoters/Developers abovenamed, by their certificate have certified the title of the Promoters/developers to the said property described in the Schedule hereunder written, as clear marketable and free from all encumbrances and reasonable doubts. A copy of the said certificate issued by Mrs. Nina Chaugule along with the relevant property cards mutation entries and other revenue records. The Purchaser/s do hereby record and confirm that prior to the execution of these presents, the Purchaser/s has/have received a duly certified true copy of the said certificate on title along with the relevant copies of the property cards, mutation entries etc. from the Promoters/Developers abovenamed.
- i) The Promoters/Developers abovenamed have engaged the services of M/s.B.R.Gandhi, the Architects, for planning and for elevation, of the said proposed building. The Promoters/Developers have also engaged the services of M/s. U.N.Kamath, the RCC Consultants for preparation of structural, drawings, designs, plans etc. and have entered into with the said Architects and RCC Consultants necessary Agreements as prescribed by the Indian Institution of Architects and have agreed to accept their services for supervision of the development of the property described in the Schedule hereunder written, as also for the construction of the said building as mentioned hereinabove.



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- j) The Promoters/Developers abovenamed will commence the construction work of their said proposed building as per the said sanctioned plans to be named as "Krypton Tower" and have started selling and/or disposing of the residential premises and other units in the development of the said property under the provisions of Maharashtra Ownership Flats Act, 1963 and the Rules framed thereunder from time to time.
- k) The Purchaser/s do hereby record and confirm that, prior to the execution of these presents, the Promoters/Developers have handed over the copies duly certified as true copies of all the documents, certificate, sanctioned plan etc, as provided under the provisions of the said Act and the Rules framed thereunder from time to time and that the Purchaser/s has/have no objection and/or grievance of whatsoever nature in respect thereof.
- l) The Purchaser/s hereby declare/s and confirm/s that he/she/they has/have entered into this Agreement, after reading and having understood the contents of all the aforesaid deeds, documents, writings and papers, and all disclosures made by the Promoters/Developers to the Purchaser/s and with full knowledge and information thereof, and subject to the terms, conditions and stipulations imposed or which may hereafter be imposed by the Municipality and all other concerned Government bodies and authorities, and also subject to the Promoters/Developers right to make the necessary amendments, variations, modifications and / or changes therein, and their right to use, utilize, consume and exploit the entire balance and additional Floor Space Index (hereinafter referred to as F.S.I.) available on the said property, as also the entire Transferable Development Rights (hereinafter referred to as "T.D.R.") as may be permissible under the law.
- m) The Purchaser/s has/have accordingly approached the Promoters/Developers (all of whom) and transfer a flat premises/unit in the development of the said property as per the Schedule hereunder written, which the Promoters/Developers have agreed to allot and sell for the consideration and upon the terms and conditions and in the manner hereinafter appear :



NOW THESE PRESENT WITNESSETH AND IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The Promoters/Developers do hereby agree to allot, sell and transfer and Purchaser/s do hereby agree to purchase the flat admeasuring approximately 82 sq. meter carpet area. (Approximately Eighty Two Sq. Meter Carpet Area Only) bearing flat No.2201 on 22nd floor of said building known as "Krypton Twin Tower Wing H of Building B" under construction as above at a lump sum consideration of Rs.2,50,00,000/- (Rupees Two Crore Fifty Lacs Only) which consideration has been agreed to be paid by the Purchaser/s to the Promoters/Developers as per the schedule of payment hereto annexed and marked as "Annexure" hereto, including rupees NIL being the proportionate price for flower bed area and total built up area which is inclusive of internal wall, lift, lobby, staircase etc. and delineated on the plan hereto annexed as Annexure.
2. The Promoters / Developers hereby declare that the said flat premises/unit bearing No.2201 was allotted to the purchaser by virtue of allotment letter dated 03.04.2017 for lump sum consideration of Rs.2,50,00,000/- (Rupees Two Crore Fifty Lacs Only)
3. The Promoters / Developers hereby declare that the said flat premises/unit bearing No.2201 is shown delineated on a typical floor plan hereto annexed and marked Annexure and thereon shown surrounded by red colour boundary line hereinafter referred to as "the said premises".
4. The Promoter/Developers do hereby agree that Promoters/Developers will provide in the said flat premises/ unit the specifications and amenities as per list of specifications and amenities hereto annexed and marked Annexure without

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