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AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (this Agreement) is made at Mumbai this
28th day of September 2018

BETWEEN

Lohitka Properties LLP, a limited liability partnership, incorporated under the provisions of Limited Liability Partnership Act, 2008, having its registered office of business at Sheth House, Next to Dindoshi Fire Station Opp. Oberoi Mall, Gen A K Vaidya Marg, Malad (E) Mumbai 400097, hereinafter referred to as the "the Promoter" (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 ONE PART

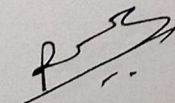
AND

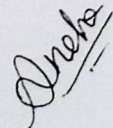
SNEHA JIGAR CHHEDA (BHZPK0291C)

Mr./Mrs./Messrs. JIGAR LAXMICHAND CHHEDA (AEZPC5084M)

having his/her/ their address at B-702, MARATHON COSMOS, NEAR NIRMAL LIFESTYLE, LBS ROAD, MULUND (WEST), MUMBAI - 400 080.

_____ , herein after referred to as "the Purchaser", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the co-parcenership and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to

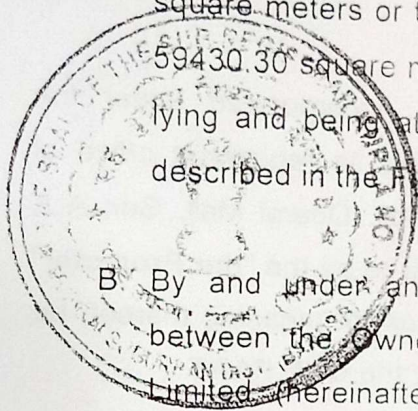

(Signature of Promoter)

 Jigar L. Chheda
(Signature of Purchaser)

and the survivor or survivors of them and in case of a body corporate/company its successors and permitted assigns) of the OTHER PART

WHEREAS: २ १६६

A. Western Rolling Mills Private Limited (hereinafter referred to as the "Owners") were the owners of all that piece and parcel of land bearing Survey No. 151A(Part) and Survey No. 89(Part) corresponding to CTS No. 531(Part) and CTS No. 534 admeasuring 10,882 square meters or thereabouts and Survey No. 89(Part), Survey No. 151A(Part), Survey No. 158(Part), Survey No. 159(Part), Survey No. 168(Part) corresponding to CTS No. 514(Part), CTS No. 531 (Part), CTS No. 532 (Part), CTS No. 533 (Part) and CTS No. 534 admeasuring 49,250 square meters or thereabouts aggregating to 60,132 square meters or thereabouts and as per Property Register Card admeasuring 59430.30 square meters (hereinafter referred to as "the Larger Land") situate, lying and being at Village Nahur, Taluka Kurla and which is more particularly described in the First Schedule hereunder written



B. By and under an Indenture of Lease dated 11th September, 1979 made between the Owner as the Lessor of the One Part and Western Ministeel Limited (hereinafter referred to as "the Lessee") of the other part and registered with the Office of Sub-Registrar of Assurances at Bombay under Serial No.2219/S/79, the Lessor therein granted and demised unto the Lessee therein and the Lessee agreed to take on lease from the Lessor for a period of 20 years commencing from 1st December, 1972, an area admeasuring 10,882 square meters out of the said Larger Land, more particularly described in the **Second Schedule** hereunder written (hereinafter referred to as "**Leasehold Land**");

C. By and under an Indenture of Lease dated 25th January, 1990 made between the Owner as the Lessor of the One Part and the Lessee of the Other Part and registered with the Office of Sub-Registrar of Assurances under Serial No. BDR-7/14552 of 2002, the Lessor therein granted and demised unto the Lessee the Leasehold Land for a further period of 20 years commencing from 1st December, 2002;

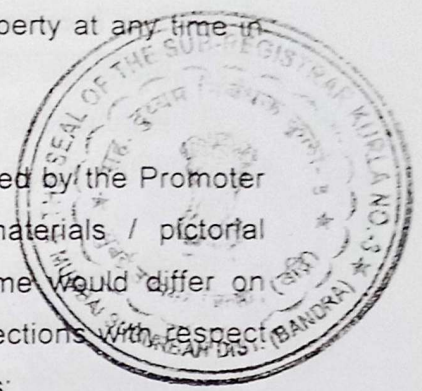
D. By and under a Deed of Conveyance dated 8th April, 2002 made between the Owners referred to as "the Vendors" of the One Part and the Promoter (then known as Lohitka Properties Pvt. Ltd.) therein referred to as "the Purchasers" of the Other Part and registered with the office of the Sub-Registrar of

(Signature of Promoter)

(Signature of Purchaser)

himself/herself/themselves/itself about the title of the Promoter thereto and the Purchaser(s) having accepted the same, the Purchaser(s) has/have entered into this Agreement with the Promoter and the Purchaser(s) hereby agrees not to further investigate the title of the Owner and/or the Promoter and/or raise any requisitions or objections of any nature whatsoever and howsoever in respect of the title of the Owner and/or the Promoter to the Larger Property at any time in future;

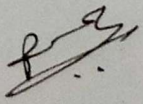
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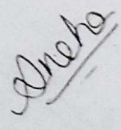
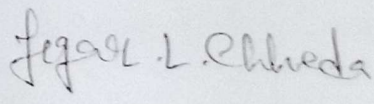


V. The Purchaser is aware that the marketing collaterals provided by the Promoter to the Purchaser in respect of the Project contained materials / pictorial depictions in the nature of artists impressions and the same would differ on actual basis. The Purchaser undertakes not to raise any objections with respect to any difference in the Project from such marketing collaterals;

W. After conducting all due diligences and being satisfied with the same, the Purchaser has approached the Promoter and applied for allotment of Flat No. 2304 admeasuring 64.65 square meters carpet area (as per presently applicable development norms) and 67.08 square meters carpet area (as per RERA) along with _____ square meters of balcony on the 23RD floor, of Wing "A" in the Building known as **ROSA** (hereinafter referred to as "the Flat") in the Project and more particularly described in the **FOURTH SCHEDULE** hereinafter written;

- A. The Purchaser hereby expressly confirms that he/she/they, has/have entered into this Agreement with full knowledge, implication, effect etc. of various terms and conditions contained in the documents, plans, orders, schemes including the rights and entitlements available to and reserved by the Promoter contained in this Agreement;
- B. The rights of the Purchaser under this Agreement, unless otherwise specified, are restricted to the Flat hereby agreed to be purchased by the Purchaser from the Promoter as stipulated herein;
- C. Under Section 13 of the Act, the Promoter is required to execute a written agreement for sale of the Flat in favour of the Purchaser, being in fact this Agreement and also to get the same registered under the Registration Act, 1908 at the cost, charge and expense of the Purchaser(s) alone;


(Signature of Promoter)



(Signature of Purchaser)

The Promoter has fully disclosed to the Purchaser(s) the subsisting charge and mortgage in respect of the Flat to the satisfaction of the Purchaser(s). The Purchaser(s) shall not be entitled to raise any further requisitions on the Promoter in this respect.

F. The parties hereto are desirous of recording the terms and conditions on which the Promoter has agreed to allot the Flat to the Purchaser(s) in the manner hereinafter appearing.

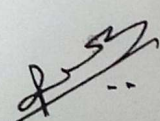
NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

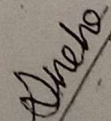
1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience, and are not intended in derogation of RERA.

2. **AGREEMENT:**

2.1. The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser, Flat No. 2304 measuring 64.65 square meters carpet area (as per presently applicable development norms) and 67.08 square meters carpet area (as per RERA) along with 23RD square meters of balcony on the 23RD floor (hereinafter referred to as "the Flat") in Wing A of the Project for the Total Consideration of Rs. 15050000 (Rupees One Crores Fifty Lacs Fifty Thousand)

only), subject to the terms and conditions mentioned herein or in the Approvals issued or granted by the Sanctioning Authorities. The said consideration amount is subject to deduction of Tax Deducted at Source (TDS) @ 1% or any other applicable rate as per the provisions of the Income Tax Act, 1961 to be paid by the Purchaser(s) to the Promoter in the manner mentioned

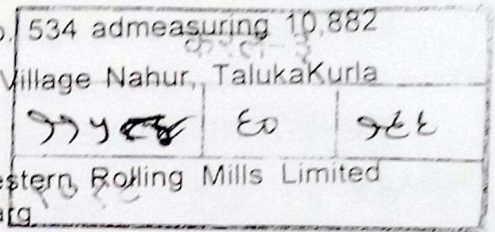

(Signature of Promoter)


(Signature of Purchaser)

89(Part) corresponding to CTS No. 531(Part) and CTS No. 534 admeasuring 10,882 square meters or thereabouts situate, lying and being at Village Nahur, Taluka Kurla and bounded as follows:

On the East Partly by the Property of Western Rolling Mills Limited and Partly the access road connecting LalBahadurShastriMarg

On the West By the Tansa Water Pipe Line
On the North and on the South By the property of Western Rolling Mills Limited.



THE THIRD SCHEDULE HEREINABOVE REFERRED TO
(Description of the Freehold Land)

All that piece and parcel of land bearing Survey No. 89(Part), Survey No. 151A(Part), Survey No. 158(Part), Survey No. 159(Part), Survey No. 168(Part) corresponding to CTS No. 514(Part), CTS No. 531 (Part), CTS No. 532 (Part), CTS No. 533 (Part) and CTS No. 534 admeasuring 49,250 square meters or thereabouts situate, lying and being at Village Nahur, Taluka Kurla and bounded as follows:

On the East By Public road known as LalBahadurShastriMarg (old Bombay Agra Road)
On the West By 36 meters wide proposed development plan road and the Tansa Water Pipe Line
On the North Partly by the Property belonging to Messrs. National Schrader Scovil Duncan Limited and partly by survey no. 172A(part)
On the South By proposed 18.3 wide development plan road as per sanctioned development plan of Municipal Corporation of Greater Mumbai

THE FOURTH SCHEDULE HEREINABOVE REFERRED TO
(the Flat)

Flat No. 2304 admeasuring 696.00 square feet of carpet area as per the relevant and D. C. regulations and rules applicable under law or 722.00 square feet of carpet area as per RERA along with sq mtrs. Balcony on the 23RD floor in ROSA Building in A Wing to be constructed on the Property as mentioned in the First Schedule.



(Signature of Promoter)

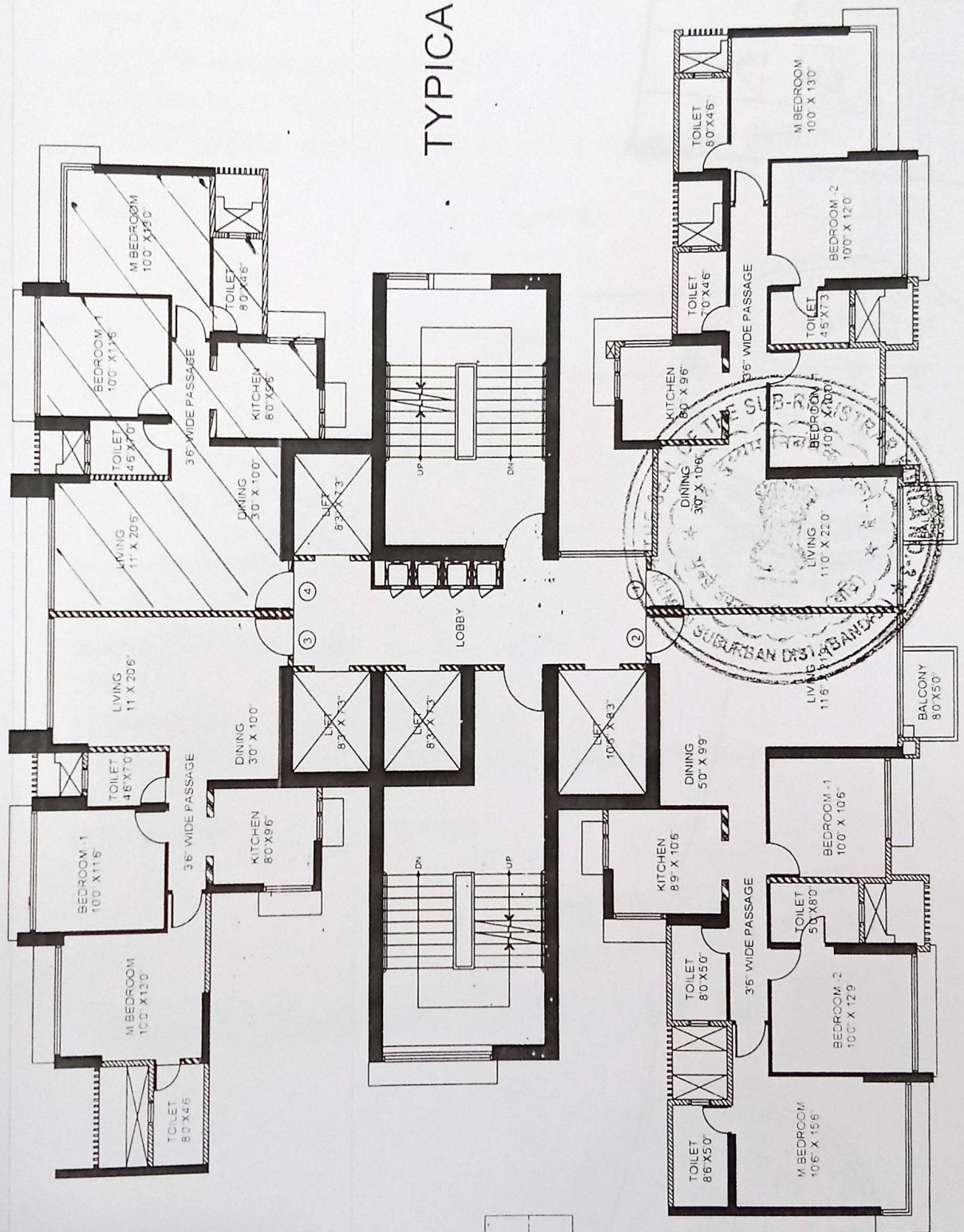
Figar. L. Chheda

(Signature of Purchaser)

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TYPICAL FLOOR PLAN

For Lohitka Properties LLP
Rajendra Choudhary
 Designated Partner
 Rajendra C. Bajaria



ROSA - A

FLOOR NO.	23 rd
FLAT NO.	2304

Oneha
Jyoti L. Chhedra



28/09/2018

सूची क्र.2

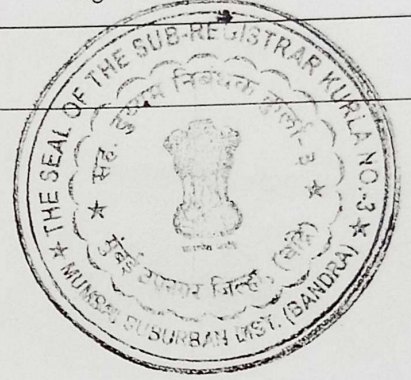
दुय्यम निबंधक : सह दु.नि. कुर्ला 3

दस्त क्रमांक : 11584/2018

नोदंणी :

Regn.63m

गावाचे नाव : नाहूर



(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	15050000
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	12397349
(4) भू-मापन, पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव: मुंबई मनपा इतर वर्णन : सदनिका नं: 2304, विंग ए, माळा नं: तेवीसावा मजला, इमारतीचे नाव: रोझा, मॉन्टाना, ब्लॉक नं: एल.बी.एस. मार्ग, निर्मल लाईफस्टाइलच्या जवळ, रोड नं: मुलुंड पश्चिम, मुंबई - 400080, इतर माहिती: कार्पेट क्षेत्र 722 चौ फूट रेशा प्रमाणे((C.T.S. Number : 514,531(part), 532(part), 533(part), 534 ;))
(5) क्षेत्रफळ	1) 73.81 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:- लोहितका प्रॉपर्टीज एलएलपी चे भागीदार राजेंद्र बजारिया तर्फे कुलमुखत्यार रामेश्वर विष्णू पाचारणे - - वय:-23; पत्ता:- प्लॉट नं: -, माळा नं: तळ मजला व तिसरा मजला, इमारतीचे नाव: प्रियस इन्फिनिटी, ब्लॉक नं: पराजपे बी स्कीम, सुभाष रोड, रोड नं: विलेपार्ले ईस्ट, मुंबई, महाराष्ट्र, मुंबई. पिन कोड:-400057 पॅन नं:- AAFFL4502R
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:- स्नेहा जिगर छेडा - - वय:-30; पत्ता:- बी/702, -, मॅरथॉन कॉसमॉस, निर्मल लाईफस्टाइलच्या जवळ, एल.बी.एस.रोड, मुलुंड पश्चिम, मुंबई, मुलुंड इड रोड, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400080 पॅन नं:- BHZPK0291C 2): नाव:- जिगर लक्ष्मीचंद छेडा - - वय:-37; पत्ता:- प्लॉट नं: बी/702, माळा नं: -, इमारतीचे नाव: मॅरथॉन कॉसमॉस, ब्लॉक नं: निर्मल लाईफस्टाइलच्या जवळ, रोड नं: एल.बी.एस.रोड, मुलुंड पश्चिम, मुंबई, महाराष्ट्र, मुंबई. पिन कोड:-400080 पॅन नं:- AEZPC5084M
(9) दस्तऐवज करून दिल्याचा दिनांक	28/09/2018

ANNEXURE - H



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Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT

FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number :
P51800000735

Project: **Montana Phase - 1, Plot Bearing / CTS / Survey / Final Plot No.: OUT OF CTS NO 514, 531P, 531/1 TO 14, 532A P AND 534 at Kurla, Kurla, Mumbai Suburban, 400080;**

1. **Lohitka Properties Llp** having its registered office / principal place of business at **Tehsil: Borivali, District: Mumbai Suburban, Pin: 400097.**
2. This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with the allottees;
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (l) of sub-section (2) of section 4 read with Rule 5;
OR
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
 - The Registration shall be valid for a period commencing from **23/07/2017** and ending with **31/12/2022** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
 - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
 - That the promoter shall take all the pending approvals from the competent authorities
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid
Digitally Signed by
Dr. Vasant Premanand Prabhu
(Secretary, MahaRERA)
Date: 7/24/2017 1:25:21 PM

Signature and seal of the Authorized Officer
Maharashtra Real Estate Regulatory Authority

Dated: 23/07/2017

Place: Mumbai

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MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No CHE/ES/2119/T/337(NEW)

COMMENCEMENT CERTIFICATE

To,
M/s Lohitka Properties LLP C.A to Owner
Sheth house next to dindoshi fire stn
Gen .A.K.vaidya Marg malad (E)



Sir,

With reference to your application No. CHE/ES/2119/T/337(NEW) Dated. 24/5/2018 for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 of the Maharashtra Regional and Town Planning Act, 1966, dated 24/5/2018 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. - C.T.S. No. 514, 531(pt), 531/1 to 14, 532A & 534 Division / Village / Town Planning Scheme No. MULUND-W situated at LBS Marg Road / Street in T Ward Ward:

The Commencement Certificate / Building Permit is granted on the following conditions:-

1. The land vacated on consequence of the endorsement of the setback line/ road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if :-
 - a. The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
 - b. Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
 - c. The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966
7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri. Assistant Engineer S&T ward Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 16/10/2017

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Issue On : 17/10/2016

Valid Upto : 16/10/2017

Remark :

C.C. upto plinth for phase I as per approved phase programme dated 13/10/2016 and as per approved plan dated 17/09/2016



Approved By
A.G. Tambewagh
Executive Engineer

Issue On: 16/10/2017

Valid Upto : 16/10/2017

Remark :

Further C.C. for wing A & B as per the last approved amended plans dt 10-7-2017 i.e. for core portion of Stilt + 4 level Podium + upper Stilt i.e. excluding the portion beyond building line + 1st to 8th upper floors for wing A & B.

Approved By
J.C. Siddhpura
Assistant Engineer (BP)

Issue On : 18/7/2018

Valid Upto : 16/10/2018

Remark :

Further full C.C. for wing A & B and C.C. upto podium level for wing C as per approved amended plans dtd:20.6.2018

✓
Name : Jitendra Chhaganlal
Siddhpura
Designation : Assistant
Engineer
Organization : Personal
Date : 18-Jul-2018 20:53:43



MUNICIPAL CORPORATION OF GREATER MUMBAI

APPENDIX XXII

PART OCCUPANCY CERTIFICATE

[CHE/ES/2119/T/337(NEW)/OCC/1/New of 03 November 2021]

To,
M/s Lohitka Properties LLP C.A to Owner
Sheth house next to dindoshi fire stn Gen .A.K.vaidya Marg malad (E).

Dear Applicant/Owners,

The **Part 1** development work of **Residential** building comprising of **Stilt + 1st to 5th Podium + 6th Podium / E - Deck floor (pt)(for parking only) + 1st to 37th of wing A & wing B of building no 7** on plot bearing C.S.No./CTS No. **514, 531(pt), 531/1 to 14, 532A & 534** of village **MULUND-W** at **L.B.S. Marg** is completed under the supervision of Shri. **AMEET G. PAWAR**, Architect, Lic. No. **CA/2004/34543**, Shri. **Girish Purushottam Dravid**, RCC Consultant, Lic. No. **STR/D/59** and Shri. **Omprakash S.Purohit**, Site supervisor, Lic.No. **P/235/SS-I** and as per development completion certificate submitted by architect and as per completion certificate issued by Chief Fire Officer u/no. **CHE/ES/2119/T/337(NEW)** dated **01 October 2021**.

It can be occupied with the following condition/s.

- 1) That the balance conditions as per this office Intimation of Disapproval and amended plans approval conditions under even no. shall be complied with before requesting full OCC.
- 2) That the building for which part occupation permission as marked on accompanied plans shall be protected against any mishap & no FSI violations within the said portion shall be permitted by the developer.
- 3) That the prospective occupants of building shall be made aware of the balance works & MCGM shall be kept indemnified for any litigations, mishap etc.
- 4) That the prospective occupiers of building shall be made aware of the ongoing construction activities/ partially incomplete works & protective/ safety measures to be adopted at their end & no FSI violations within the said portion shall be permitted by the developer.
- 5) That the RG/ LOS shall be developed as per approved plans & same shall be planted with trees as per regulations.
- 6) That all temporary provisions in regards to building services shall be maintained till full OCC.
- 7) That the conditions vide indemnity bond submitted shall be adhere too.

Copy To :

1. Asstt. Commissioner, T Ward
2. A.A. & C. , T Ward
3. EE (V), Eastern Suburb
4. M.I. , T Ward
5. A.E.W.W. , T Ward
6. Architect, AMEET G. PAWAR, SATYANARAYAN PRASAD COMMERCIAL CENTER, GROUND FLOOR, DAYALDAS ROAD, VILE PARLE EAST, MUMBAI-400057.

For information please

Name : Hardeepsingh
Balwantsingh Sachdeo
Designation : Executive
Engineer
Organization : Personal
Date : 03-Nov-2021 18: 30:35

Scanned
7-6-24

HL-22600 / HL Topup

RUCIF

RUCIF No. 501240606013458

Please

PAL

Handwritten notes on a blue sticky note, including "41" and "mp".

Existing SBI A/C No.

Tie up

LOS Reference No.:

Take Over

Applicant Name : Sneha Jigar Chheda

Co - Applicant Name : Jigar J.L. Chheda

Contact (Resi.) Mobile :

Loan Amount : 20,00,000

Tenure :

Intrest Rate :

EMI :

Loan Type :

SBILIFE : YES / No

Hsg. Loan TL Maxgain

Realty Home Equity

Property Location : RAASH LTP 20240600 830 4107

Property Cost :

Name of Developer / Vendor :

Branch :- S.B.I. Kanjurmarg Branch (06249)

Name of Branch Manager / HLST Amr K S Sinha - 9971186410

Name of Dealing Officer at : J.P. Gupta - 7977984685

Phone No. of Dealing officer :

	DATE
SEARCH - 1	
SEARCH - 2	
VALUATION - 1	<u>28/06/24</u>
VALUATION - 2	<u>Valstul sala</u>

	DATE
RESIDENCE VERIFICATION	
OFFICE VERIFICATION	
SITE VERIFICATION	



STATE BANK OF INDIA
KANJURMARG BRANCH