

Receipt (pavti)

390/14194

Wednesday, June 26, 2024

4:16 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39M

Regn.: 39M

पावती क्र.: 15195 दिनांक: 26/06/2024

गावाचे नाव: नाहूर

दस्तावेजाचा अनुक्रमांक: करल3-14194-2024

दस्तावेजाचा प्रकार: करारनामा

मादर करणाऱ्याचे नाव: विकाश कश्यप

नोंदणी फी

₹. 30000.00

दस्त हाताळणी फी

₹. 2900.00

पृष्ठांची संख्या: 145

एकूण:

₹. 32900.00

DELIVERED

आपणाम मूळ दस्त, थंबनेल प्रिंट, मूची-२ अंदाजे
4:35 PM ह्या वेळेस मिळेल.

सह. दुय्यम निबंधक कुर्ला - 3

**सह. दुय्यम निबंधक
कुर्ला-३ (वर्ग-२)**

वाजार मूल्य: ₹. 18985143.368 /-

मोबदला ₹. 24050457/-

भरलेले मुद्रांक शुल्क: ₹. 1443500/-

- 1) देयकाचा प्रकार: DHC रकम: ₹. 900/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 0624269703572 दिनांक: 26/06/2024
बँकेचे नाव व पत्ता:
- 2) देयकाचा प्रकार: DHC रकम: ₹. 2000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 0624264303462 दिनांक: 26/06/2024
बँकेचे नाव व पत्ता:
- 3) देयकाचा प्रकार: eChallan रकम: ₹. 30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH004016305202425M दिनांक: 26/06/2024
बँकेचे नाव व पत्ता:

DELIVERED

Vishu

11

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. कुर्ला 3

26/06/2024

दस्त क्रमांक : 14194/2024

नोंदणी :

Regn:63m

गावाचे नाव : नाहर

(1) विलेखाचा प्रकार	करारनामा
(2) मोवदला	24050457
(3) वाजारभाव(भाडेपट्ट्याच्या बायनितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	18985143.368
(4) भू-मापन, पोटहिम्मा व धरक्रमांक(अमल्याम)	1) पालिकेचे नाव: मुंबई मनपा इतर वर्णन : , इतर माहिती: मोजे नाहर, ता. कुर्ला, मुंबई उपनगर येथील मि. टी. एम. नं. 533(पार्ट), 533/1, 533/2(पार्ट) आणि 553(पार्ट) या जमीन मिळकतीवर बांधण्यात येणाऱ्या कल्पतरू एलिटम या गृह संकुल मधील कल्पतरू एलिटम टॉवर - B या विल्डींग मधील 17व्या मजल्यावरील 94.12 चौ. मी. रेग कार्पेट क्षेत्रफळाची निवामी मदनिका क्र. 175 तमेच दोन व्हेडकल पार्किंग स्पेस सह हा या करागाचा विषय आहे. (C.T.S. Number : मि. टी. एम. नं. 533(पार्ट), 533/1, 533/2(पार्ट) आणि 553(पार्ट) ;)
(5) क्षेत्रफळ	1) 94.12 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तगवज करून देणा-या/लिहून देवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हक्कनामा किंवा आदेश अमल्याम, प्रतिवादिचे नाव व पत्ता.	1): नाव:-अरीमाम रियल इस्टेट प्रायव्हेट लिमिटेड तर्फे ऑथोराईज मिश्रेटरी अजित कटारिया तर्फे कवुनी जवावाकरिता कु. मु. म्हणून योगेश बांदेकर वय:-47; पत्ता:-प्लॉट नं: 101, माळा नं: -, इमारतीचे नाव: कल्पतरू मिनर्जी, ब्लॉक नं: -, रोड नं: ग्रॅंड हयात ममोर, मांताकूझ (पूर्व), मुंबई, महाराष्ट्र, मुम्बई. पिन कोड:-400055 पॅन नं:-AAGCA5131M
(8) दस्तगवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हक्कनामा किंवा आदेश अमल्याम, प्रतिवादिचे नाव व पत्ता	1): नाव:-विकाश कश्यप वय:-40; पत्ता:-प्लॉट नं: बी2404, माळा नं: -, इमारतीचे नाव: वाधवा अटमॉन्सियर, ब्लॉक नं: -, रोड नं: गोरेगाव मुलुंड लिंक रोड, मुलुंड पश्चिम, मुंबई, महाराष्ट्र, मुम्बई. पिन कोड:-400080 पॅन नं:-BAPPK2162K 2): नाव:-स्त्रिधा जोहरी वय:-39; पत्ता:-प्लॉट नं: बी2404, माळा नं: -, इमारतीचे नाव: वाधवा अटमॉन्सियर, ब्लॉक नं: -, रोड नं: गोरेगाव मुलुंड लिंक रोड, मुलुंड पश्चिम, मुंबई, महाराष्ट्र, मुम्बई. पिन कोड:-400080 पॅन नं:-AKHPJ1509N
(9) दस्तगवज करून दिल्याचा दिनांक	26/06/2024
(10) दस्त नोंदणी केल्याचा दिनांक	26/06/2024
(11) अनुक्रमांक, खंड व पृष्ठ	14194/2024
(12) वाजारभावाप्रमाणे मुद्रांक शुल्क	1443500
(13) वाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेरग	

मुल्यांकनासाठी विचारगत घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



वस्तासोबत देण्यात आलेली सूची-२

सह दुय्यम निबंधक (वर्ग-२)
कुर्ला क्र. ३

Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	Arimas Real Estate Private Ltd	eChallan	03006172024062400178	MH004016305202425M	1443500.00	SD	0002295806202425	26/06/2024
2		DHC		0624269703572	900	RF	0624269703572D	26/06/2024
3		DHC		0624264303462	2000	RF	0624264303462D	26/06/2024
4	Arimas Real Estate Private Ltd	eChallan		MH004016305202425M	30000	RF	0002295806202425	26/06/2024

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

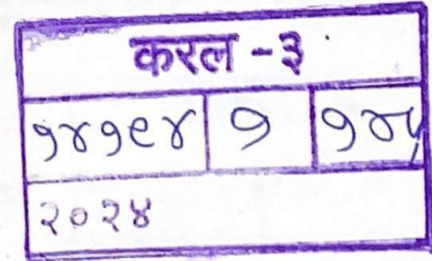


मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)		26 June 2024,03:27:07 PM	
Valuation ID	202406266359		
मूल्यांकनाचे वर्ष	2024		
जिल्हा	मुंबई(उपनगर)		
मूल्य विभाग	122-नाहूर - कुर्ला		
उप मूल्य विभाग	रस्ता: लाल बहादुर शास्त्री मार्ग.		
सर्व्हे नंबर /न. भू क्रमांक :	सि टी एस नंबर#533		
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.			
खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने
74020	157090	180650	196360
			औद्योगिक
			157090
			मोजमापनाचे एकक
			चौरस मीटर
बांधीव क्षेत्राची माहिती			
बांधकाम क्षेत्र(Built Up)-	103.532चौरस मीटर	मिळकतीचा वापर-	निवासी सदनिका
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय-	0 TO 2वर्षे
उद्दवाहन सुविधा-	आहे	मजला -	11th floor To 20th floor
रस्ता सन्मुख -			
Sale Type - First Sale			
Sale/Resale of built up Property constructed after circular dt.02/01/2018			
मजला निहाय घट/वाढ = 110% apply to rate= Rs.172799/-			
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर = ((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * घसा-यानुसार टक्केवारी)+ खुल्या जमिनीचा दर) = (((172799-74020) * (100 / 100)) +74020) = Rs.172799/-			
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र = 172799 * 103.532 = Rs.17890226.068/-		
E) बंदिस्त वाहन तळाचे क्षेत्र	27.88चौरस मीटर		
बंदिस्त वाहन तळाचे मूल्य	= 27.88 * (157090 * 25/100) = Rs.1094917.3/-		
Applicable Rules	= ,10,4,16		
एकत्रित अंतिम मूल्य	= मुख्य मिळकतीचे मूल्य +तळघराचे मूल्य + मेझनार्ईन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य - खुल्या जमिनीवरील वाहन तळाचे मूल्य - इमारती भोवतीच्या खुल्या जागेचे मूल्य + बंदिस्त बात्कनी + भूकेनिकल वाहनतळ = A + B + C + D + E + F - G + H + I + J = 17890226.068 + 0 + 0 + 0 + 1094917.3 + 0 + 0 + 0 + 0 + 0 =Rs.18985143.368/-		

Home

Print

सह. दुप्यप निबंधक
कुर्ला-३ (वर्ग-२)





CHALLAN
MTR Form Number-6



GRN	MH004016305202425M	BARCODE			Date	24/06/2024-10:20:06	Form ID	25.2
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Stamp Duty Registration Fee			TAX ID / TAN (If Any)				
Office Name	KRL3_JT SUB REGISTRAR KURLA NO 3			PAN No.(If Applicable)	AAGCA5131M			
Location	MUMBAI			Full Name	Arimas Real Estate Private Ltd			
Year	2024-2025 One Time			Flat/Block No.	Flat No. 175, Tower B, Kalpataru Elitus			
Account Head Details		Amount In Rs.		Premises/Building	Village Nahur, Taluka Kurla			
0030045501	Stamp Duty	1443500.00		Road/Street	Mumbai Sub Urban			
0030063301	Registration Fee	30000.00		Area/Locality	Mumbai Sub Urban			
				Town/City/District				
				PIN	4	0	0	0
				Remarks (If Any)	PAN2=BAPPK2162K--SecondPartyName=Vikash Kashyap-CA=24050457			
				Amount In	Fourteen Lakh Seventy Three Thousand Five Hundred			
Total			14,73,500.00	Words	Rupees Only			
Payment Details		PUNJAB NATIONAL BANK		FOR USE IN RECEIVING BANK				
Cheque-DD Details		Bank CIN	Ref. No.	03006172024062400178	240624M775872			
Cheque/DD No.		Bank Date	RBI Date	24/06/2024-12:43:33	Not Verified with RBI			
Name of Bank		Bank-Branch	PUNJAB NATIONAL BANK					
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. : 7045821417
 सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

करल - 3
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Signature

करल - 3
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This **Agreement For Sale** made at Mumbai, this 26th day of JUNE,
in the year Two Thousand and **Twenty Four**,

Between

Arimas Real Estate Private Limited, a company incorporated under the provisions of the Companies Act, 1956 and governed under the Companies Act, 2013 and having its registered office at 101, Kalpataru Synergy, Opposite Grand Hyatt, Santacruz (East), Mumbai – 400 055, hereinafter referred to as the “**Promoter**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-title and assigns) of the **One Part**,

And

Mr. Vikash Kashyap & Mrs. Snigdha Johri Indian Inhabitant/s having their address at **B2404, Wadhwa Atmosphere, Goregaon Mulund Link Road, Mulund West, Mumbai - 400080, Maharashtra, India, [or] _____, LLP**, a ~~limited liability partnership, constituted under the Limited Liability Partnership Act, 2008,~~ having its registered office

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करल - ३
 at
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represented herein by its duly authorised partner
 _____, [or] Messrs. _____, a partnership firm,
 registered under the Indian Partnership Act, 1932, having its principal place of business
 at _____

represented herein by its duly authorised
 partner _____, [or] _____ **Private
 Limited/Limited**, a company incorporated under the Companies Act, 1956, and
 governed under the Companies Act, 2013, having its registered office at
 _____, [or]
 _____ HUF, a Hindu Undivided Family, having its address at

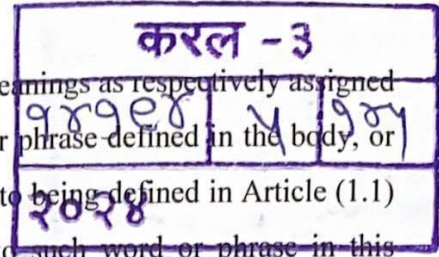
represented herein by its karta and
 manager _____, [or] _____ trustees of the
 private trust constituted under the Deed of Trust/Settlement dated
 _____, having their/its address at

[or] _____ **Trust**, a public trust registered under the
 _____ Act, 19_____, having its
 registered office at _____, represented herein by its duly
 authorised trustees, hereinafter referred to as the "Allottee/s" (which expression shall,

unless it be repugnant to the context or meaning thereof, be deemed to mean and include,
 in the case of a/an: (i) individual or individuals, his, her or their respective heirs, legal
 representatives, executors, administrators, successors and permitted assigns, (ii) limited
 company, or limited liability partnership, its successors and permitted assigns, (iii)
 partnership firm, the partners from time to time of the firm and the heirs, legal
 representatives, executors and administrators, of its last surviving partner its or their
 successors and permitted assigns, (iv) hindu undivided family, the karta and manager and
 the coparceners from time to time thereof and the survivors or survivor of them and the
 heirs, legal representatives, executors and administrators, of the last survivor of them,
 their successors and permitted assigns and (v) trust, the trustees for the time being and
 from time to time of the trust and the survivors or survivor of them and the heirs, legal
 representatives, executors and administrators of the last surviving trustee, and its/their
 successors and permitted assigns) of the **Other Part**.



[Handwritten signatures]



All capitalized terms in this Agreement shall have the meanings as respectively assigned to them in Article (1.1) of this Agreement. Any word or phrase defined in the body, or schedules, or annexures, of this Agreement, as opposed to being defined in Article (1.1) of this Agreement, shall have the meaning assigned to such word or phrase in this Agreement.

Whereas:

- A. By and under diverse deeds and writings as set out in the statement annexed hereto and marked as **Annexure 'A'**, the Erstwhile Owner (i.e., Duncan Engineering Limited, formerly known as Schrader Duncan Limited) was seized and possessed and was exclusively entitled to the Entire Land more particularly described in First Schedule hereunder written and shown as Sub Plot A, Sub Plot B, Sub Plot C and Sub Plot D on the plan annexed hereto and marked as **Annexure 'B'** till the conveyance as referred to in Recital F of this Agreement. Photocopies of the Property Register Cards in respect of the Entire Land are annexed hereto and marked as **Annexure 'C' (Collectively)**.
- B. The Erstwhile Promoter was seized and possessed of, and was exclusively entitled to, the Entire Land (including to develop the same), till the conveyance as referred to in Recital F of this Agreement. The Erstwhile Promoter was entitled to develop and deal with the Entire Land by virtue of the following agreements and writings executed by and between the Erstwhile Owner and the Erstwhile Promoter, that is,
- (a) Agreement for Development dated 22nd December, 2006/1st January 2007, registered before the Sub-Registrar of Assurances at Kurla-4 under Serial No. BDR14-2069/2007, made by and between the Erstwhile Owner of the One Part and the Erstwhile Promoter of the Other Part, whereby the Erstwhile Owner granted to the Erstwhile Promoter (then, Kalpataru Homes Limited) the development rights, with a covenant for ultimate transfer, of the rear portion admeasuring approximately 12,335 square metres (equivalent to 1,32,774 square feet) of the Entire Land, for the consideration and other terms and conditions mentioned therein. The aforesaid rear portion is inclusive of the strip of land having a minimum width of 12 metres and situated along the south side compound wall of the Entire Land and connecting the L.B.S. Marg to the rear portion of the Entire Land;



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(b) Pursuant to the aforesaid, the Erstwhile Owner executed the Power of Attorney dated 22nd December 2006, registered before the Sub-Registrar of Assurance at Kurla-4 under Sr. No. BDR14-2070/2007 and nominated, constituted and appointed the Erstwhile Promoter (then, Kalpataru Homes Limited), through any of their directors as its true and lawful attorney to do various acts, deeds and actions in respect of the rear portion of the Entire Land;

(c) Agreement for Sale cum Development dated 26th March 2011, registered before the Sub-Registrar of Assurances at Kurla-1 under Serial No. BDR3-9232/2011, made by and between the Erstwhile Owner as the Vendor of the One Part and the Erstwhile Promoter as the Purchaser of the Other Part, whereby the Erstwhile Owner agreed to sell, convey and transfer (with the right to develop) to the Erstwhile Promoter the front portion of the Entire Land admeasuring 14,032.20 square meters (equivalent to 1,54,042.60 square feet) as per the property register cards and admeasuring 12,493 square meters (equivalent to 1,34,475 square feet) as per joint survey made by the Erstwhile Promoter and the Erstwhile Owner together with the plinths of certain structures then standing thereon, for the consideration and other terms and conditions mentioned therein;



(d) Pursuant to the aforesaid, the Erstwhile Owner executed the Power of Attorney dated 22nd June 2012, registered before the Sub-Registrar of Assurances at Kurla-4 under Serial No. KRL3-1189/2013 and nominated, constituted and appointed the Erstwhile Promoter, through any of their directors as its true and lawful attorney to do various acts, deeds and things in respect of the front portion of the Entire Land. The Erstwhile Promoter converted the Entire Land from industrial user to residential cum commercial users.

B. MCGM has approved the layout /amalgamation /sub-division plan vide their letter bearing no. CE/584/BPES/LOT dated 3rd May 2019 and terms and conditions of the layout have been registered vide no. KRL-4/4976/2019 dated 26th April 2019, whereby the Entire Land has been sub-divided into four plots as Sub Plot A, Sub Plot B, Sub Plot C, and Sub Plot D and road setback. One of the sub plots, that is, Sub Plot A (i.e. the land admeasuring approximately 15,350.76 square metres earmarked/shown for residential use/purpose on such layout plan) is the Project Land as described in the Second Schedule hereunder written and the same was being developed by the Erstwhile Promoter in the manner stated below till the

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conveyance as referred to in Recital F of this Agreement, and thereafter the same is being developed by the Promoter.

C. The Erstwhile Promoter envisaged to develop the Project Land in multiple phases over a period of time, by constructing a complex thereon to be known as “Kalpataru Elitus” (“Project”), that is, the development and construction of the three (3) proposed multi-storied towers being:

- (i) Tower-1 to be known as “Kalpataru Elitus A” proposed to have two basements, ground / stilt, 1st to 4th floor (podium and residential) and 6th up to 38th habitable floors; (podium, fitness centre and residential) and 5th habitable floors;
- (ii) Tower-2 to be known as “Kalpataru Elitus B” proposed to have two basements, ground/stilt, 1st to 4th floor (podium and residential) and 6th up to 38th habitable floors; (podium, fitness centre and residential) and 5th habitable floors; and,
- (iii) Tower-3 to be known as “Kalpataru Elitus C” proposed to have ground / stilt and up to 38th habitable floors;



Together with the Common Areas & Amenities and Limited Common Areas & Amenities including multi-level / mechanical parking spaces thereon. There are residential apartments in the habitable floors of the towers in the Project, and in the podiums of Tower-1.

- D. The Erstwhile Promoter registered the Project as a “real estate project” as defined in RERA with the Maharashtra Real Estate Regulatory Authority at Mumbai bearing MAHARERA Registration No. **P51800023840**.
- E. The Erstwhile Promoter along with the Erstwhile Owner transferred and conveyed to the Promoter all their respective rights, titles, interests, obligations and liabilities *inter-alia* in the Project on the terms and conditions mentioned in the Deed of Conveyance dated 30th March, 2021, registered before the Sub-Registrar of Assurances at Kurla-3 under Serial No. KRL-3 / 10447 / 2021, made and executed by and between the Erstwhile Owner as the Party 1 of the First Part, the Erstwhile Promoter as the Party 2 / Transferor of the Second Part and the Promoter as the Transferee of the Third Part and other writing/s. In view of the aforesaid, the Promoter is the owner of the Project Land and the Project and is fully entitled to develop the Project Land and the Project.

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The Maharashtra Real Estate Regulatory Authority at Mumbai has recorded the change of promoter from the Erstwhile Promoter to the Promoter in respect of the Project. The photocopy of the MAHARERA Registration Certificate of the Project is annexed hereto and marked as **Annexure 'D'**.

G. The Promoter intends to sell and allot the Premises in the Project, on an "ownership basis" under the provisions of Applicable Law, from time to time, and/or the grant of leases, tenancies, licenses, and/or any other alienation or disposal of such Premises, as the Promoter deems fit, in its discretion.

H. The Project Architect and the Project Engineer has been appointed by the Erstwhile Promoter / the Promoter in respect of the design and execution of the Project and has accepted their professional supervision till Project Completion, (ii) obtained the Certificate of Title, and (iii) obtained certain Approvals.

I. The Allottee/s has / have approached, and applied to, the Promoter for the allotment to the Allottee/s, of the Apartment, with the use of the Parking Space/s as an amenity thereto. In this regard, the Allottee/s has / have demanded from the Promoter, and the Promoter has given to the Allottee/s, inspection of the documents and records relating to the Project Land, the Project as well as all Plans, Approvals and other documents as specified under RERA, as required to be disclosed. The Allottee/s has / have satisfied himself / herself / themselves / itself in respect thereof, including the title of the Promoter to the Project Land and the right of the Promoter to develop the Project Land and the status thereof.

J. Based upon the agreements, confirmations and undertakings of and applicable to the Allottee/s herein, including to observe, perform and comply with all terms, conditions and provisions of this Agreement, the Promoter has agreed to allot and sell the Apartment to the Allottee/s, strictly upon and subject to the terms, conditions and provisions hereof.

K. Under the provisions of RERA and MOFA (as applicable), the Parties are required to execute an agreement for sale, being this Agreement, and to register the same under the provisions of the Registration Act, 1908.

Now It Is Hereby Agreed, By And Between The Parties As Follows: -

Article 1 - Definitions & Interpretation

1.1 Definitions

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- 1.1.1 "Aggregate Payments" means all amounts, charges, deposits, interest, damages, liabilities, transfer charges, fees, premiums, penalties, contributions including fund contributions and corpus, etc., including the Purchase Price, Interest, Liquidated Damages, Other Charges & Deposits, Other Reimbursements/Amounts Payable On Termination, and Taxes payable, agreed to be paid, and/or required to be paid by the Allottee/s herein and in relation to, and/or in pursuance of, the agreement for allotment and sale herein.
- 1.1.2 "Agreement" means this Agreement, including all recitals and schedules herein and all annexures hereto, and also includes any modification hereof reduced to writing and executed by the duly authorised representatives of the Promoter and by the Allottee/s, which writing shall be expressed to be supplemental to, or as a modification or amendment of, this Agreement.
- 1.1.3 "Allottee/s Event of Default" includes the occurrence of all or any of the following events:
- 1.1.3.1 the Allottee/s delaying, or committing default in making, and/or failing, refusing, or neglecting, to make payment of any of the Aggregate Payments, or any part/s thereof on or before respective due dates; and/or
- 1.1.3.2 the Allottee/s committing any breach or default of, or not being in observance, performance, or compliance with any of the terms, conditions, covenants, undertakings, representations and/or warranties contained in this Agreement, and/or as given by him/her/they/it under this Agreement, and/or of any Approvals and/or Applicable Law, etc.; and/or
- 1.1.3.3 the Allottee/s has/have been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up or dissolved, as the case may be; and/or
- 1.1.3.4 the Allottee/s receiving any notice from Governmental Authority, and/or any foreign state or government, and/or any authorities of any foreign state or government, under any laws, rules, or regulations, and/or the Allottee/s involvement in any money laundering and/or illegal activity/ies, and/or the Allottee/s being

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declared to be proclaimed offender/s and/or a warrant being issued against him/her/them/it under any laws, rules, or regulations.

1.1.4 "Apartment" means the proposed residential dwelling unit in the Project described in **Annexure 'E'** hereto, which is shown on the typical floor plan annexed hereto and marked as **Annexure 'F-1'** and which is more particularly described in the **Third Schedule** hereto.

1.1.5 "Apartment Amenities" means the amenities, fixtures and fittings proposed to be provided in the Apartment, as listed in the statement annexed hereto and marked as **Annexure 'G'**.



1.1.6 "Apex Body" means the corporate body, or association, or organization, or other entity, as may be formed and constituted by the Promoter, at its discretion, under any Applicable Law, having as its members and constituents all the Entity & Organization formed by the Promoter in respect of the Project.

1.1.7 "Applicable Law" includes all laws, municipal laws, bye-laws, rules, regulations, development control rules and regulations including the orders, judgments, decrees, ordinances, guidelines, notices, notifications, schemes, Government Resolutions (GRs) and directions, the Approvals, and the terms and conditions thereof, as may be issued, or imposed, or required, or mandated, in any manner by any Governmental Authority, or courts of law, or judicial or quasi-judicial bodies or authorities, and as are, or may be, in force from time to time, and/or applicable to the Project, and/or the Project Land, or any part/s thereof; all being of the Republic of India.

1.1.8 "Approvals" includes all approvals, permissions, sanctions, licenses, and no objection certificates/letters, by whatever name called, obtained, in the process of being obtained, and to be obtained, under Applicable Law, as the Promoter may consider necessary and expedient, and/or as required by any Governmental Authority, inter alia, in relation to the development of the Project and/or, inter alia, in relation to the Project Land, or any part thereof, and includes specifically: (1) the Plans sanctioned in respect of the Project, and (2) the Intimation Of Disapproval and Commencement Certificate issued by the MCGM in respect of the Project, photocopies whereof are annexed hereto and marked **Annexures 'H-1'** and **'H-2'**

respectively, together with all further development permissions, intimation of disapproval, commencement certificates and other approvals, permissions, sanctions, licenses, no objection letters/certificates, and together with renewals, extensions, revisions, amendments and modifications thereof, from time to time, as the Promoter may consider necessary and expedient, or for the betterment of the Project, in its discretion, and/or as required by the MCGM, and/or any Governmental Authority.

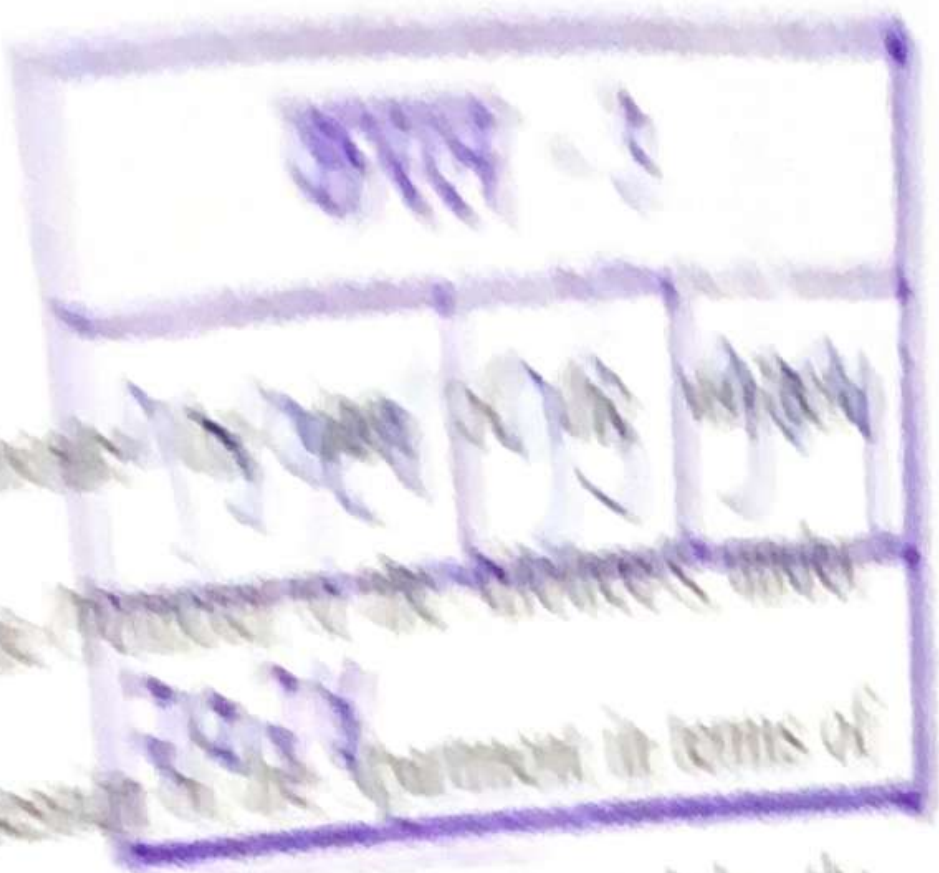
1.1.9 "Booking Amount" means the earnest money/deposit/booking amount stated in **Annexure 'I-1'** hereto and payable to the Promoter.

1.1.10 "Carpet Area (RERA)" means the proposed carpet area of the Apartment stated in the statement annexed hereto at **Annexure 'E'**, as presently determined on the basis of the net usable floor area of the Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment and is as per RERA.

1.1.11 "Certificate of Title" means the Title Search Report of Indialaw LLP dated 26th July, 2021 in respect of the Promoter's rights and entitlements in respect of the Project Land, photocopy whereof is annexed hereto and marked as **Annexure 'J'**.

1.1.12 "Common Areas & Amenities" means the areas, amenities, utilities and facilities to be developed upon the Project Land, in phases, as a part of the Project, which may be available with or without the utilization of the Development Potential of the Project Land, which are intended for the common use of, inter alia, the allottees, purchasers and occupants from time to time of the Premises in the Project, and more particularly described in **Part A** of the statement annexed hereto and marked as **Annexure 'K'**. Common Areas & Amenities include basement, ground, podiums and stilts and other necessary amenities, but exclude Limited Common Areas & Amenities and vehicle parking spaces, other than open parking spaces.

1.1.13 "Confidential Information" includes all information imparted by the Promoter to the Allottee/s, and obtained by the Allottee/s under, and/or in



... which is currently retained by the
... measure of interest here subject



... of any nature whatsoever, and by whatsoever
... available, or acquired, under any Applicable Law, or
... including, but not limited to, any transfer, to any
... or other person, of any or all of the reservations,
... or any other parts of the Entire Land. The
... or without payment of any premium /
... the Limited Common Area &
... and (B) the vehicle
... to the Development Potential

... approximately 26,367.20
... in the First Schedule hereunder.

... under the
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... referred
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connection with this Agreement on, before, or after, the date of execution of this Agreement, relating to the Project Land, and/or the Project and/or current or projected plans or affairs of the Promoter, or Promoter Affiliates, including: (i) this Agreement and the terms hereof, (ii) all documents, records, writings, Plans, Approvals, the Informative Materials, etc., product information and unpublished information related thereto, and any other commercial, financial or technical information relating to the Project Land, and/or the Project or any part/s thereof, and (iii) the existence of any discussions, or negotiations, any proposal of business terms, and any due diligence materials, and other transaction documents, in each case to the extent relating to the transaction contemplated under this Agreement.



1.1.14 "Construction Defects" means defects in the materials used in the construction of the Project which would result in the failure of a component part thereof or result in damage thereto; and shall always exclude: wear and tear, loss or damage due to a Force Majeure Event, minor changes/ cracks on account of any variation in temperature/weather, misuse, unauthorised or non-permitted alterations, renovations or repairs and loss or defect or damage caused by any act, omission, negligence, and/or failure to undertake proper and effective care and maintenance as a prudent person would, any defect or damage is found to have been caused due to the negligence of the Allottee/s or any other purchaser / allottees / occupants or his /her / their agents, and any structural defect/s caused or attributable to the Allottee/s including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy load, and/or using the Apartment other than for its intended purpose or such other reasons attributable to the Allottee/s.

1.1.15 "Corpus Fund/s" means the fund constituted or to be constituted for the maintenance of the Common Areas & Amenities, any other facilities/areas, to be held and/or maintained by the Apex Body and may also include the deposit/corpus funds as may be specified by any authority including by Ministry of Environment and Forests.

1.1.16 "Day" means the working day, in the State of Maharashtra as notified by State Government of Maharashtra from time to time.

1.1.17 "Date of Offer of Possession" means the date of the written communication to be addressed by the Promoter to the Allottee/s, under which the Promoter shall offer possession of the Apartment in terms of Article (6) of this Agreement; which is currently estimated by the Promoter, to be the date as stated in **Annexure 'E'** annexed hereto, subject to Force Majeure Event.

1.1.18 "Development Potential" means the entire current, enhanced, future and estimated/projected/envisaged, FSI / FAR, premium / paid FSI, fungible FSI, incentive/additional/compensatory FSI, floating FSI, DR, TD, and other development potential, benefits, potential, yield, and/or advantages, and/or as may be available on any account whatsoever, and/or any other rights and/or benefits of any nature whatsoever, and by whatever name called or may be, available, or acquired, under any Applicable Law, or otherwise howsoever including by way of hand over and/or transfer, to any Governmental Authority or other persons, of any or all of the reservations, amenity spaces, set-back areas or any other part/s of the Entire Land. The areas that will be available, with or without payment of any premium / charges, to be utilised in (a) the open/enclosed/dry/utility balconies and exclusive terraces, cupboard niche, (b) the Limited Common Areas & Amenities, (c) the Common Areas & Amenities, and (d) the vehicle parking spaces, are and will be in addition to the Development Potential of the Project Land.

1.1.19 "DR" means development rights.

1.1.20 "Entire Land" means the land admeasuring approximately 26,367.20 square meters, more particularly described in the First Schedule hereunder.

1.1.21 "Entity & Organisation" means a co-operative society under the Maharashtra Co-operative Societies Act 1960 (as amended from time to time), and/or any other entity, organisation, association, or body, referred to in, or permitted under, RERA. Presently it is contemplated by the Promoter that the Entity & Organisation to be formed and registered for Project shall be a co-operative society.

1.1.22 "Erstwhile Owner" means and refers to Duncan Engineering Limited (formerly known as Schrader Duncan Limited), a company having its



registered office at F33, Rajangaon MIDC Karegaon, Tal. Shirur, Pune-

1.1.23 "Erstwhile Promoter" means and refers to Kalpataru Limited, a company incorporated under the provisions of the Companies Act, 1956 and existing under the Companies Act, 2013 and having its registered office at 91, Kalpataru Synergy, Opposite Grand Hyatt, Santacruz (East), Mumbai – 400 055.

1.1.24 "FSI" or "FAR" means floor space index or floor area ratio.

1.1.25 "Force Majeure Event" includes any: (1) event or condition of force majeure, acts of God, wars, police actions, or hostilities (whether declared or not), invasions, acts of foreign enemies, rebellions, terrorism, revolutions, insurrections, military or usurped powers, civil wars / disturbance, riots, commotions, disorders, strikes, lockouts, munitions of war, explosive materials, ionization, radiation or contamination by radioactivity, epidemics / pandemics, and natural calamities / catastrophes such as, but not limited to, earthquakes, hurricanes, typhoons, volcanic activities or adverse climatic conditions, (2) breach, delay or default of the Allottee/s in complying with his / her / their / its obligations, duties and liabilities under this Agreement and/or the Applicable Law, (3) hindrance, interference, or obstruction, suffered by the Promoter, in relation to the Project Land, or any part thereof, and/or the development of the Project Land, and/or the Project, (4) claim, dispute, litigation, notice, order, prohibitory order, judgement, decree, rule, regulation, circular, notification or directive (including imposing of lockdown or curfew), and/or policies of, any Governmental Authority or other person/s, and/or terms and conditions of any Approvals, which affects the Project Land, and/or the development thereof, and/or the Project, and/or the Promoter, (5) delay or refusal in issue of any Approvals, including occupation certificate/s, as may be required in respect of any of the phases / towers of the Project, to be issued by any Governmental Authority, (6) supply chain disruptions, (7) shortages in supply or availability of construction materials (including sanitary ware, fixtures and fittings) or labour / workmen, (8) circumstances or conditions beyond the control of the Promoter, and (9) any other circumstances that may be deemed reasonable by the Governmental Authority.



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1.1.26 "Governmental Authority" means the Government of India, the State Government of Maharashtra, and any local or other government and any ministry, department, agency, office, commission, court, tribunal, judicial or quasi-judicial body or authority, statutory or public authority or body, or other body or person exercising executive, legislative, judicial, regulatory or administrative functions of a government; and includes the MCGM, the Collector of Mumbai, the City Survey Office, the Real Estate Regulatory Authority constituted by the State Government of Maharashtra under RERA, and any other concerned bodies or authorities.



1.1.27 "Holding Charges" means the separate/independent pre-estimated and fixed charges in addition to (and not in substitution of) Interest calculated at the rate of Rupees One Hundred Only per square meter the Carpet Area (RERA) and open/enclosed/utility balcony area of the Apartment, per month.

1.1.28 "Indemnified Parties" means the Promoter, the Promoter Affiliates and the PMC, and their respective directors, partners, shareholders, constituents, representatives, officers, employees, servants, agents, and all persons claiming under them, and their respective successors and assigns.

1.1.29 "Informative Materials" means all advertisements, publicity, or promotions, of whatsoever nature in respect of the Project Land, and/or the Project, in any media, including print, and/or electronic, and/or digital media, and includes writings, brochures, leaflets, pamphlets, handouts, presentations, advertisements, oral or written representations, made and/or published, and/or generated by, or on behalf of, the Promoter, and any other such information or materials as may be made, or published by, or on behalf of the Promoter; and includes publicity reports and includes the show/ sample apartment(s)/unit(s) with fixtures, fittings and amenities etc. provided therein.

1.1.30 "Intellectual Property" means the word mark "Kalpataru" and any combination of words in which such name and word mark is used and any word, name, device, symbol, logos, corporate names, insignia, emblems, work marks, slogan, design, brand, service mark, service names, trade name, trade dress, patents, circuit layouts, business and domain names, copyrights, other distinctive feature or any combination of the aforesaid, whether registered or unregistered, and used in connection with the

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Businesses and activities of the Promoter and/or in respect of the Project and/or the developments and projects to be undertaken thereon from time to time (with all amendments, upgrades, additions or improvements thereto), and product configuration, industrial design, or trade secret law or any other laws with respect to designs, formulas, algorithms, procedures, methods, techniques, ideas, know-how, programs, subroutines, tools, inventions, creations, improvements, works of authorship, other similar materials and all recordings, graphs, designs, drawings, reports, analyses, other writings and any other embodiment of the foregoing, in any form whether or not specifically listed herein, which may subsist in any part of the world, for the full term of such rights, including any extension to the terms of such rights.



1.1.31 "Interest" means interest payable by the Allottee/s to the Promoter or by the Promoter to the Allottee/s, as the case may be, at the rate of two percent above the State Bank of India highest Marginal Cost of Lending Rate. Provided in case the State Bank of India Marginal Cost of Lending Rate is not in use then interest shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

1.1.32 "Limited Common Areas & Amenities" means and includes, in respect of each of the towers in the Project, staircases, lifts, lobbies, and common passages on each floor/level, services ducts, refuge areas, fire evacuation device, entrance lobbies, and other necessary amenities, if any, which may be available with or without the utilization of the Development Potential of the Project Land. The Limited Common Areas & Amenities shall always exclude Common Areas & Amenities, vehicle parking spaces, independent areas and utility areas in the Project. The Limited Common Areas & Amenities in respect of the Project are more particularly described in **Part B** of the statement annexed hereto and marked as **Annexure 'K'**.

1.1.33 "Liquidated Damages" means the pre-estimated liquidated damages payable by the Allottee/s to the Promoter, which shall be equivalent to ten per-cent of the Purchase Price, which the Parties have considered, and mutually agreed, to be reasonable, and not as a penalty.


1.1.34 "MCGM" means the Municipal Corporation of Greater Mumbai.

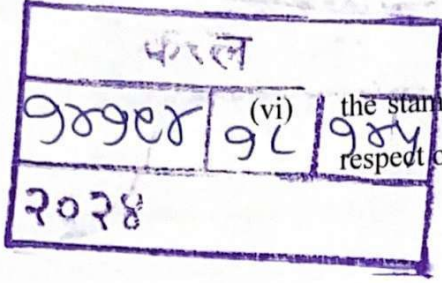


1.1.35 "MOFA" means the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963.

1.1.36 "Other Charges & Deposits" means the charges and deposits referred to and stated in Article (3.4), as determined by the Promoter, in its discretion, be calculated, or based, on the Carpet Area (RERA) including open/enclosed/utility balconies of the Apartment, or as a fixed or lump sum charge, or otherwise on any other basis.

1.1.37 "Other Reimbursements/Amounts Payable On Termination" means the amounts payable by the Allottee/s to the Promoter, on the termination of this Agreement, which comprise of:

- 
- (i) Interest on delayed payments, if any; together with
 - (ii) the brokerage/commission paid to estate agent/s in relation to the allotment of the Apartment; together with,
 - (iii) all costs, charges and expenses incurred by the Promoter for provision / installation in the Apartment of any extra or premium fixtures, fittings, etc., in place of or in addition to the standard fixtures, fittings, etc. to be provided therein, as may have been required by the Allottee/s; together with,
 - (iv) all costs, charges and expenses incurred by the Promoter for the white good/s, commodity/ies, gift/s, service/s or facility/ies, if provided free of cost, or at a concessional rate/price, as and by way of promotional activity or otherwise, to the Allottee/s; together with,
 - (v) all Taxes paid / payable; together with,
 - (i) all charges / fees / Pre EMIs / interest (by whatsoever name called), if any paid / required to be paid by the Promoter to banks or financial institutions or any other financiers, including any charges that may be paid / incurred / required to be paid by the Promoter under subvention scheme and/or any other scheme; and together with,



the stamp duty and the registration fees paid by the Promoter in respect of this Agreement.

1.1.38 "Parties" means the Promoter and the Allottee/s and the term "Party" shall be construed accordingly.

1.1.39 "Parking Space/s" means the vehicle parking spaces referred to in the statement annexed hereto at **Annexure 'E'**, and in the **Third Schedule** hereunder written.



1.1.40 "Plans" means the plans, drawings and layout as currently approved and sanctioned by the MCGM and concerned Governmental Authority in respect of the Project Land, and includes plans, drawings and layouts as may from time to time, be submitted by the Promoter in its discretion, in respect of the Project and/or parts thereof, and/or as may be sanctioned and approved from time to time in respect of the Project; together with any amendments, alterations, modifications, additions, extensions, renewals, etc. in respect thereof as the Promoter may consider necessary and expedient, in its discretion, and/or as may be required by any Governmental Authority.

1.1.41 "Premises" means an area, or space, designated by the Promoter, in its discretion, for residential, and/or commercial, and/or retail, and/or any other uses.

1.1.42 "Project" shall have the meaning assigned to it in Recital D of this Agreement.

1.1.43 "Project Architect" means any architect/s, registered with the council of architecture, or licensed surveyors registered with the local planning authority like MCGM, that have been appointed, from time to time, by the Promoter, in relation to the Project.

1.1.44 "Project Engineer" means any structural and/or civil engineers that have been engaged, from time to time, by the Promoter, in relation to the Project.

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1.1.45 "Promoter Affiliates" means any company/ies, entity/ies, concern/s or person/s who/which is/are nominee/s of, and/or group, holding, or affiliate, or subsidiary company/ies, entity/ies, or concern/s, of the Promoter, and/or associated, or affiliated, with the Promoter by contract, or otherwise.

1.1.46 "Promoter's Bank Account/s" means the bank account/s as may be designated and operated from time to time by the Promoter for the payment and deposit by the Allottee/s of the Aggregate Payment of any part thereof.

1.1.47 "Purchase Price" means the purchase price and consideration payable by the Allottee/s, as stated in **Annexure 'E'** annexed hereto.

1.1.48 "PMC" means any entity/ies, or organisation/s, or agency/ies, or person/s, engaged and appointed, from time to time, by the Promoter, and/or Promoter Affiliates, in its/their discretion, for the management, and/or maintenance, and/or repairs, of the Project Land and/or Project and/or all or any of the the towers of the Project and/or the Common Areas & Amenities, or any of them.

1.1.49 "Project Completion" means full completion of the construction and development of the Project and the receipt of full occupation certificate/s and all other Approvals in respect of all the towers and structures in the Project from the MCGM by the Promoter.

1.1.50 "Project Land" means the land admeasuring approximately 15,350.76 square meters, more particularly described in the Second Schedule hereunder written and shown as Sub Plot A on the plan annexed hereto at **Annexure 'B'**.

1.1.51 "Project R.G." means the recreational ground to be provided upon the Project Land, for the use, inter alia, of the allottees, purchasers and occupants of Premises in the Project and which is nomenclated as "LOS" as per the Development Control and Promotion Regulation 2034 (DCPR 2034).

1.1.52 "RERA" means the Real Estate (Regulation and Development) Act, 2016 and the rules made thereunder, including the applicable Maharashtra Real



Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rate of Interest and Disclosures on Website) Rules, 2017 and such amendments, enactments, modification including orders, regulations, circulars and notifications issued by the Governmental Authority from time to time.



1.1.53 "Taxes" means all present, future, and enhanced taxes, imposts, dues, duties, fees, impositions, fines, penalties, etc., by whatever name called, imposed/levied under any Applicable Law, and/or by Governmental Authority, attributable to, and/or in relation to, and/or arising from, and/or imposed or levied upon, the agreement for allotment and sale herein, and/or the Apartment, and/or the Parking Space/s, and/or this Agreement, and/or upon the Purchase Price and/or any or all of Interest, Liquidated Damages, Other Reimbursements / Amounts Payable On Termination, Other Charges & Deposits, together with all other amounts, charges, transfer charges, premiums, penalties, deposits, damages, liabilities, contributions including fund contributions and corpus, etc., as referred to herein, and agreed to be paid and/or required to be paid by the Allottee/s herein in relation to, and/or in pursuance of the Agreement for Allotment and Sale herein, and/or upon the Entity & Organisation to be formed, and/or in respect of the documents and writings to be executed in their favour, as contemplated herein, and/or otherwise; and includes service tax, Goods And Services Tax (GST), education tax/cess/charges, Value Added Tax (VAT), local body tax, property rates and taxes and cesses, stamp duty and registration charges, and any other taxes, imposts, interest, impositions, levies, or charges, in relation thereto, that is/are imposed or levied by any Governmental Authority.

1.1.54 "TDR" means transferable development rights.

1.1.55 "TDS" means tax deducted at source, under the Income Tax Act, 1961.

1.1.56 "TDS Certificate" means a certificate evidencing payment of TDS, presently in Form 16B under the Income Tax Act, 1961.

1.1.57 "Tower" means the tower of the Project in which the Apartment is situated which is proposed to be known as "**Kalpataru Elitus B**" and which is shown as "**Tower B**" on the plan annexed hereto and marked as **Annexure 'B'** and is reflected as "**Tower B**" in the details provided by the Promoter,

Singh

[Signature]

[Signature]