





**D**ocument **H**andling **C**harges  
Inspector, General of Registration & Stamps

**Receipt of Document Handling Charges**

PRN 1008202207045

Receipt Date 10/08/2022

Received from SANJAY SHAH, Mobile number 9999999999, an amount of Rs.2000/- towards Document Handling Charges for the Document to be registered on Document No. 9631 dated 10/08/2022 at the Sub Registrar office Joint S.R. Andheri E of the District Mumbai Sub-urban District.



**Payment Details**

Bank Name	SBIN	Payment Date	10/08/2022
Bank CIN	10004152022081006571	REF No.	222247534337
Deface No	1008202207045D	Deface Date	10/08/2022

This is computer generated receipt, hence no signature is required.



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महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग

मुल्यांकन अहवाल सन 2022 - 2023

1. दस्ताचा प्रकार करारनामा अनुच्छेद क्रमांक 25वी  
2. सादरकर्त्याचे नाव अजय शाह  
3. तालुका :- मुंबई / अंधेरी / बोरीवली / कुर्ला  
4. गावाचे नाव :- पर्योला  
5. नगरभूमापन क्रमांक / सर्वे क्र. / अंतिम भूखंड क्रमांक :- 1217A

मुख्य दरविभाग (झोन): 49 उपविभाग :- 236A

मिळकतीचा प्रकार :- खुली जमीन निवासी कार्यालय दुकान औद्योगिक

98950 183840



6. दस्तात नमूद केलेल्या मिळकतीचे क्षेत्रफळ :- 88 कारपेट / बिल्ट अप चौ. मीटर / फूट  
7. कार पार्किंग :- 1 गच्ची :- — पोटाळा :- —  
8. मजला क्रमांक :- 14 वा उद्वाहन सुविधा आहे / नाही  
9. बांधकाम वर्ष :- — घसारा :- —  
10. बांधकामाचा प्रकार :- आरआरसी / इतर पक्के / कच्चे  
11. बाजार मुल्यदर तक्त्यातील मार्गदर्शक सूचना क्र. - — ज्यान्वये दिलेली घट / वाढ  
12. भाडेकरू व्याप्त मिळकत असल्यास :- 1. त्याच्या ताब्यातील क्षेत्र (जुने क्षेत्र) :-

2. नवीन इमारतीत दिलेले क्षेत्र :-

3. भाड्याची रक्कम :-

13. लिट्ट एण्ड लायसेन्सचा दस्त :- 1. प्रतिमाह भाडे रक्कम :-  
निवासी / अनिवासी 2. अनामत रक्कम / आगावू भाडे :-  
3. भाड्याची रक्कम :-

14. निर्धारित केलेले बाजारमुल्य :- 1,84,36,394 ✓

15. दस्तामध्ये दर्शिलेला मोबदला :- 2,40,00,000 ✓

16. देय मुद्रांक शुल्क :- 14,40,000 भरलेले मुद्रांक शुल्क :- 14,40,000 ✓

17. देय नोंदणी फी :- 20,000 ✓

लिपीक

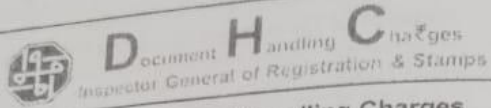
सह - दुय्यम निबंधक

$202224 \times 88 = 17795712$  ✓

$45960 \times 13.94 = 640682$  ✓

1,84,36,394 ✓

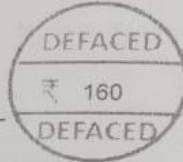
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### Receipt of Document Handling Charges

PRN 1008202207111 Receipt Date 10/08/2022

Received from SANJAY SHAH, Mobile number 9999999999, an amount of Rs.160/-, towards Document Handling Charges for the Document to be registered on Document No. 9631 dated 10/08/2022 at the Sub Registrar office Joint S.R. Andheri E of the District Mumbai Sub-urban District.



#### Payment Details

Bank Name SBIN	Payment Date 10/08/2022
Bank CIN 10004152022081006625	REF No. 222238542863
Deface No 1008202207111D	Deface Date 10/08/2022

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CHALLAN  
MTR Form Number-6



QRN	MH00625123202223P	BARCODE	Date 10/08/2022-12:33:57		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	BDR16__JT SUB REGISTRAR ANDHERI 5		PAN No.(If Applicable)	BPTPS0965H	
Location	MUMBAI		Full Name	SANJAY SHAH AND PANKAJ RAM PRAKASH SINGH	
Year	2022-2023 One Time		Flat/Block No.	FLAT NO 1401 , 14 TH FLOOR OCEAN	
Account Head Details	Amount In Rs.	Premises/Building	VERSOVA		
0030045501	Stamp Duty	1440000.00	Road/Street		
0030063301	Registration Fee	30000.00	Area/Locality	ANDHERI WEST MUMBAI	
			Town/City/District		
			PIN		
			Remarks (If Any)		
			PAN2=AAUFM3131C-Second Regy Name=MDCI		
			HEIGHTS-CA=24000000		
Total		14,70,000.00	Amount In Words	Fourteen Lakh Seventy Thousand Rupees Only	
Payment Details	STATE BANK OF INDIA		FOR USE IN RECEIVING BANK		
Cheque/DD No.			Bank CIN	Ref. No.	1000502022081001124 5878548524119
Name of Bank			Bank Date	RBI Date	10/08/2022- 2:34:24 Not Verified with RBI
Name of Branch			Bank-Branch	STATE BANK OF INDIA	
Department ID:			Scroll No.	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.   
 सटर चरल कडड दुर्यन नलररक कररलररत नरदणी कररवरररर दररररररी तररु अरर. नरदणी न कररवररररर दररररररी ररदर चरल तररु   
 नररी, Mobile No. : 9962929673



Department of Stamp & Registration, Maharashtra

Receipt of Document Handling Charges

PRN 1008202207045 Date 10/08/2022

Received from SANJAY SHAH, Mobile number 9999999999, an amount of Rs.2000/- towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office Joint S.R. Andheri 5 of the District Mumbai Sub-urban District.

Payment Details

Bank Name SBIN

Date 10/08/2022

Bank CIN 10004152022081006571

REF No. 222247534337

This is computer generated receipt, hence no signature is required.



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AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made at Mumbai on this 10<sup>th</sup> day of August, 2022 ("Agreement").

BETWEEN

MIDCITY HEIGHTS, a partnership firm, registered under the Partnership Act, 1932 under Registration No 11-35229 dated 24 November 2011 and (PANAAUFM3131C) having its address at B-104, Shiv Shivam Towers, Adarsh Nagar No. - 1, Oshiwara Link Road, Jogeshwari (West), Mumbai 400102, comprising of (1) Mr. Amarjeet Jitendra Shukla, and (2) Mrs. Rita Jitendra Shukla, as its Partner, hereinafter referred to as the "Promoter" (which expression shall, unless it be repugnant to the context or meaning thereof mean and include, in case of the partnership firm, their partner or partners of the firm for the time being and the partners of the firm from time to time their heirs, executors and administrators of the survivor or survivors of them, in case of individual, his heirs, executors and administrators and in case of body corporate, its successors and assigns) of the ONE PART.



AND

1) MR. SANJAY SHAH, an adult, Indian Inhabitant, residing at 6/59, A- 12, Aktha Khutahi, Samath, Varanasi, Uttar Pradesh - 221007 hereinafter referred to as the "Flat Purchaser" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his respective heirs, executors, administrators and permitted assigns) of the SECOND PART.

2) MR. PANKAJ RAM PRAKASH SINGH, an adult, Indian Inhabitant, residing at 78/621, Motilal Nagar no. 1, H. B. Rupvate Marg, near Siddharth Hospital, Goregaon (W), Mumbai - 400104 hereinafter referred to as the "Flat Purchaser" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his respective heirs, executors, administrators and permitted assigns) of the THIRD PART.

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SECOND PART & THIRD PART will be jointly refer as OTHER PART

The Promoter and the Flat Purchaser shall hereinafter collectively be referred to as "Parties" and individually as "Party".

WHEREAS:

A Mrs. Shakuntala Virendrakumar Thamb (herein referred to as the "Original Vendor") was seized, possessed of and otherwise well and sufficiently entitled to all that piece and parcel of land and ground admeasuring to 9948.90 square meters, as per P.R. card bearing Survey No 14, Hissa No 1, CTS No 1217 of Village Versova, situated at Yari Road, Andheri (West), Mumbai 400061 (hereinafter referred to "as the Larger Property"). The Larger Property is consisting of 3 (three) plots i.e. Plot Nos. 1, 2 and 3.

*Sanjay Shah*

*Pankaj Singh*

*[Signature]*

Promoter

MIDCITY HEIGHTS

- B. By an Agreement dated 22<sup>nd</sup> June 1979 between the Original Vendor and Mr. Zakaria Aghadi as the Builder therein, the said Original Vendor had granted development rights to M/s. Zakaria Aghadi Builders (herein referred to as the "Original Developers") to develop the said Larger Property. The said Original Builders had proposed to construct 11 (eleven) buildings or thereabouts on the said Larger Property consisting of undivided plots being Plot Nos. 1, 2 and 3/4 known as "ZAKARIA AGHADI NAGAR";
- C. The said Original Developers developed the building known as Unity Complex consisting of 7 (seven) Wings on undivided plot No 1 of said Larger Property;
- D. The said Original Developers granted further development rights under an agreement dated 7<sup>th</sup> August 1981 to M/s Sabri Builders to develop the plot no. 2 of the said Larger Property. The said M/s Sabri Builders constructed a building known as "Ganga Jamuna Apartments" upon the plot No 2 in the said Larger Property;



The said Original Developers granted further development rights under an agreement dated 25<sup>th</sup> July 1981 to M/s Halima Builders to develop the plot No 3/4 in the said Larger Property. The area of the plot No 3/4 is 1302.96 square meters. The said M/s Halima Builders constructed building known as "Heena Apartment" having a plot area of 1013.16 square meters which is shown in Red colour boundary and marked as Annexure "A" annexed hereto and more particularly described in the First Schedule hereunder written (hereinafter referred to as the "said Portion of Plot No 3/4 or Land");

- F. M/s. Halima Builders sold the respective flats to the purchasers of "Heena Apartment" constructed by them on portion of the said plot No 3/4 on ownership basis for valuable consideration. The building of all the said Flat Purchaser known as "Heena Apartments" is registered with the registrar of Co-operative societies under the Maharashtra Co-operative Societies Act, 1960 in the name and style of "ZAKARIA AGHADI NAGAR NO.3 CO-OPERATIVE HOUSING SOCIETY LTD" bearing registration No BOM-HSG-K- W-7374 dated 18/2/1984 (the "said Society");

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- G. By a Deed of Conveyance dated 6<sup>th</sup> February 2013 the Original Vendor conveyed the said Land in favour of the said Society. The same is registered with the Sub Registrar of Assurances, Mumbai under Serial No BDR-1/1505/2013 dated 6 February 2013;

- H. The residential flats in the said Building 'Heena Apartment' were in use, occupation and possession of the members of the said Society who have been issued 5 (five) fully paid up shares of Rs. 50 each. Presently, there are 14 (fourteen) existing members of the Society (the "Existing Members");
- L. The Society herein as such is absolutely seized and possessed of and entitled to Land being all that piece or parcel of land together with the building and structure standing thereon subject to the right of occupation of the Existing Members;
- J. As per the Development Control Regulations for Greater Bombay, 1991 (D.C. Regulations) the Land had the capacity of consuming floor Space Index in respect of the Land and Floor Space Index (F.S.I.) of other properties by way of Transferable Development Rights (T.D.R.) in accordance with the provisions of

For MIDCIT

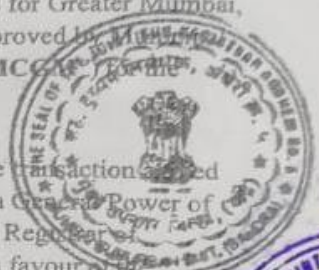
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Partner



the D.C. Regulations (F.S.I. to be obtained by way of T.D.R., is hereinafter referred to as the "TDR/FSI"). The Existing Members of the Society had agreed to transfer their respective entitlements to the Promoter and agreed to enter into Development Agreement with the Promoter herein;

- K By a Development Agreement dated 19<sup>th</sup> March 2015 executed by and between the Society (as the Society), Existing Members of the Society (as Members) and Promoter herein (as the Developer) and registered with the office of Sub-Registrar of Assurances at Andheri under Serial No BDR-17/2279/2015 (hereinafter referred to as the "Development Agreement") the Society did thereby grant unto and in favour of the Promoter the development rights in respect of the Land to redevelop the same by demolishing the said old building and structures and constructing a new building thereupon by utilizing the FSI of the Land as also TDR/FSI as per the prevailing D.C. Regulations for Greater Mumbai, as per the plans and specifications as may be sanctioned / approved by the Corporation of Greater Mumbai (hereinafter referred to as "MCGM") for the consideration and upon terms and conditions set out therein;
- L Pursuant to the Development Agreement and being part of the transaction entered under the Development Agreement, the Society has executed a General Power of Attorney dated 19<sup>th</sup> March 2015 duly registered with the Sub-Registrar of Assurances at Andheri under Serial No BDR-17/2280/2015 in favour of the Promoter to enable the Promoter to get the plans sanctioned from MCGM and to obtain various permissions including procuring IOD/CC, approvals from various authorities and complete the construction and obtain OC/CC from MCGM;
- M As per the terms of the Development Agreement, the Society has irrevocably authorized and empowered the Promoter along with their servants, agents, contractors, to enter upon the Land and redevelop the same by constructing a new building as per the plans and specification approved by MCGM and relevant Development Control Regulations applicable thereto;
- N Under the Development Agreement, it is agreed that in consideration of the Society granting development rights in favour of the Promoter to develop the Land, the Promoter shall construct a new residential building constructed on the Land and shall provide permanent alternate accommodation to the Existing Members free of cost as per the terms of the Development Agreement in the new building and the Promoter is also authorized and empowered to sell the balance area and flats to the prospective purchaser / members for the consideration and on the terms and conditions as the Promoter deem fit and proper without any reference to the Society and/or its Existing Members, and for the said purpose to issue Letter of Allotment and/or to execute Agreement for Sale and such other documents for sale of Promoters allocation, and register the same. The Society has also agreed to admit such prospective purchasers / members of the Promoter allocation as its members on the terms and conditions as set out in the Development Agreement;
- O Under the Development Agreement, the Promoter are allowed, to use and consume entire FSI available on the Land, including FSI in the form of Transfer of Development Rights (TDR/FSI) and fungible FSI thereto for construction of new buildings;
- P Pursuant to the Development Agreement the Society and Existing Members handed over possession of the Land together with the structure standing



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*[Handwritten signature]*  
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*[Handwritten signature]*

FOR MIDDITY HEIGHTS  
Partner

thereon for the purpose of demolishing the then existing structures and constructing new building thereupon as per the plans and specifications sanctioned by the MCGM;

- Q. The Promoter proposes to construct on the Land a residential building named as "Ocean Heights" (the "said Building") consisting of ground / stilt and up to 21 (twenty one) upper floors. Presently, the Promoter has submitted and obtained sanction from MCGM in respect of building plans of the Building. A copy of the Intimation of Disapproval bearing No CHE/WS/1122/K/337(NEW) dated 4 March 2015 issued by the Executive Engineer (Building Proposals) "K (west)" Ward, MCGM together with the sanctioned building plan is annexed hereto and marked as Annexure "B". The Promoter has also disclosed to the Flat Purchaser and annexed hereto and marked as Annexure "C" its proposed building plan for construction of up to 21 (twenty one) upper floor in the Building. The Land together with the Building and the common areas, amenities and facilities to be provided therein shall hereinafter collectively be referred to as the "said Project";

R. The Promoter is constructing the Building on the Land in accordance with the said sanctioned plan and shall sell the flat therein on ownership basis or such other basis as they may in their absolute discretion deem fit and proper after accommodating the original members as per the Development Agreement;

S. The title of the Promoter herein as to the Land is certified by, Khaitan & Co, Advocates & Solicitors as per their Title Report dated 27<sup>th</sup> June 2017, a copy whereof is annexed hereto and marked Annexure "D". The Flat Purchaser has also independently checked and verified and confirmed the title of the Promoter to the Land through its own Advocate;

T. The Land stands in the name of the Society in the Revenue Record / Municipal Record / City Survey Record as owners as reflected in the copy of the Property Card annexed hereto as Annexure "E";

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The Parties agree that for the purpose of the Real Estate (Regulation and Development) Act, 2016 (hereinafter collectively referred to as the "Real Estate Act") and rules and regulations made thereunder by the State Government of Maharashtra (hereinafter collectively referred to as the "Real Estate Rules") the subject matter of this Agreement is an extent of land admeasuring approximately 1013.16 square meters (being the Land) which comprises of the Project as a stand alone real estate project as envisaged under the Real Estate Act and Real Estate Rules,

- V. The Promoter has entered into a standard agreement with an architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects;
- W. The Promoter has appointed a structural engineer for the preparation of the structural designs and drawings of the Building and the Promoter accepts the professional supervision of the structural engineer till the completion of the Building;
- X. The Promoter has registered the Project under the provisions of the Real Estate Act with the Maharashtra Real Estate Regulatory Authority (the "Regulatory Authority"). The Regulatory Authority has issued a Registration

*[Handwritten signatures and names]*  
Partner



certificate bearing No P51800008981 dated 19/08/2017 in favour of the Promoter in relation to the Project. Authenticated copy of the registration certificate is annexed hereto and marked as Annexure "F";

**Y.** The Flat Purchaser being desirous of purchasing a flat in the Building has approached the Promoter and requested the Promoter to allot in his favour a Flat No. 1401 admeasuring 80.00 square meters carpet area on 14<sup>th</sup> floor along with One car parking Space of the Building (which is presently under construction) on the Land (hereinafter referred to as the 'Flat') which flat is more particularly described in the Second Schedule hereunder written and shown as shaded and delineated on the plan with red colour hatched lines in Annexure "G" annexed hereto;

**Z.** Upon assurances and representations of the Flat Purchaser that she shall strictly abide by the covenants contained in this Agreement. The Promoter in good faith believing all representations of the Flat Purchaser to be true and correct has agreed to allot the Flat in favour of the Flat Purchaser, at the price and on the terms and conditions contained herein;

**AA.** The Flat Purchaser has demanded from the Promoter and the Promoter has given inspection to the Flat Purchaser and Flat Purchaser has completely inspected all the documents of title of the Promoter relating to the Land, including the Development Agreement executed between Society and the Promoter, Final Report dated 27<sup>th</sup> June 2017 issued by the Advocate of the Promoter, Commencement Certificate together with the sanctioned building plans of the Building, designs and specifications prepared by the Promoter's Architect and such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion, Construction, Sale, Management and Transfer) Act, 1963 and the rules made thereunder (hereinafter collectively referred to as the "MOFA Act") and the Real Estate Act;

**BB.** While sanctioning the plans of the Building, the concerned local authority/ MCGM and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter and the flat purchasers while developing and using the Land and the Building and upon due observance and performance of which, occupation certificate in respect of the Building shall be granted by the concerned local authority/ MCGM;

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**CC.** The Flat Purchaser has entered into this Agreement after seeking necessary legal advice and knowing fully well and after duly satisfying herself about (i) nature of the right, title and interest of the Promoter to the Land and the development thereof and the encumbrances thereon; (ii) layout, drawings, plans and specifications duly approved by MCGM / competent authorities in respect of the Land/Building; (iii) the nature of right of the Promoter to develop the Building; (iv) the entitlement of the Promoter to undertake the Project; (v) the various amounts and deposits that are to be paid by the Flat Purchaser including the contribution, stamp duty, registration fees, advocates fees, premium, penalties and other outgoings; and (vi) the approvals and sanctions that are in process and / or obtained from MCGM / competent authorities in respect of the development of the Project including inter alia the layout plan, building plan, floor plan and commencement certificate. The Flat Purchaser hereby confirm(s) that the Flat Purchaser shall not raise any requisitions or objections in this regard;

*Shri Jay Shukla*

*Partner*

*Partner*

Partner

FOR MIDCITY REAL ESTATE

DD. The Flat Purchaser confirm(s) that the Flat Purchaser has visited and inspected the Land and the present stage of construction of the Building and has fully familiarized herself with the scheme of development of the Project on the Land including the Building;

EE. The Promoter may also approach other Bank/s or Financial Institution/s for availing further financial assistance against the security of the Land, Building to be constructed thereon and receivables from sale of apartments constructed in the Building. However, such additional security created by the Promoter shall not affect the right and interest of the Flat Purchaser in relation to the Flat;

FF. The Flat Purchaser has carefully read and understood the contents and meanings of each of the recitals and clauses of this Agreement, along with all the aforesaid and hereunder relevant information furnished by the Promoter. After fully understanding the terms and conditions thereof the Flat Purchaser has agreed to enter into this Agreement;



GG. Under section 13 of the Real Estate Act, the Promoter is required to execute a written Agreement for Sale of the Flat with the Flat Purchaser, being in fact these presents and the Parties are required to register this Agreement under the provisions of the Registration Act, 1908; and

HH. In the aforesaid circumstances, the Parties hereto are desirous of recording the terms and conditions on which the Promoter has agreed to sell and the Flat Purchaser has agreed to purchase the Flat in the Building in the manner hereinafter appearing.

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

The recitals mentioned hereinabove, Schedules hereunder and Annexures hereto shall form an integral and operative part of this Agreement as if the same have been incorporated herein verbatim and to be construed and interpreted accordingly.

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SUBJECT MATTER OF AGREEMENT	
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1.1 The Building is being constructed on the Land in accordance with the sanctioned building plans, design and specifications approved by MCGM / concerned authority and the Promoter herein shall continue to construct and complete the construction of the Building on the Land, in accordance with the plans, designs and specifications approved by MCGM / concerned authority which have been seen and verified by the Flat Purchaser subject to such alterations and modifications as may be required by MCGM / concerned competent authority or statutory authority, under any law of the State or Central Government, for the time being in force to be made in them or any of them. PROVIDED that the Promoter shall have to obtain the prior written consent of the Flat Purchaser in respect of variations or modifications in the Flat which may adversely affect the Flat except any alteration or addition which are necessary in pursuance of a change in any law, rules, regulations or order or request made by MCGM / local authority, planning authority, competent authority or Government or any officer of any local authority.

For MIDCITY

*Supriya*

*Tony*

*[Signature]*

Prime:



- 1.2 The Flat Purchaser agree/s that she shall have no right to withhold such permission / consent without any reasonable cause and shall give such permission / consent in writing as and when required by the Promoter.
- 1.3 Relying on the Promoter's representation and assurances, the Flat Purchaser has agreed to purchase/acquire Flat No. 1401 admeasuring 80.00 square meters carpet area (subject to fluctuation of not more than 3% (three percent) on the 14<sup>th</sup> floor along with **One car parking** Space of the Building, which flat is more particularly described in the **Second Schedule** hereunder written and shown as shaded and delineated on the plan with red colour hatched lines in **Annexure "G"** annexed hereto and hereinafter referred to or called as the "Flat", for mutually concluded and lump sum consideration as set out in Clause 2 below.
- 1.4 It is hereby agreed that the Promoter and the Flat Purchaser shall observe, perform and comply with all terms and conditions, stipulations, restrictions, etc. which have been or which may be imposed by MCGM, local authority, State and Central Government including environment authorities at the time of sanctioning of the plans or any time thereafter or at the time of granting occupation certificate.



**2 CONSIDERATION**

- 2.1 The Flat Purchaser hereby has agreed to pay to the Promoter for the Flat a lump sum consideration of **Rs. 2,40,00,000/- (Rupees Two Crores Forty Lakhs Only)** (hereinafter referred to as the "**Total Consideration**")
- 2.2 The Total Consideration includes common areas and facilities to be provided by the Promoter in the Project. The nature, extent and description of the common areas and facilities are more particularly described in the **Third Schedule** hereunder written (hereinafter referred to as the "**Common Areas and Facilities**").
- 2.3 Out of the Total Consideration; 33.5% shall be paid by the Flat Purchaser which is equivalent to **Rs. 80,00,000/- (Rupees. Eighty Lakhs Only)** and the remaining 66.5% shall be paid vide housing loan availed by the Flat Purchaser.
- 2.4 Out of the Total Consideration, the Flat Purchaser/s has/have has paid on or before execution of this Agreement a sum of **Rs. 80,00,000/- (Rupees. Eighty Lakhs Only)** as advance payment or application fee and hereby agreed to pay to the Promoter the balance amount of **Rs. 1,60,00,000/- (Rupees. One Crore sixty lakh Only)** The flat/Premises purchaser/s has to pay within **15 (Fifteen)** days to the Promoter after the execution of this Agreement.
- 2.5 The Total Consideration is escalation-free and exclusive of all taxes and expenses such as Cess, Goods and Services Tax ("GST") or any other similar taxes applicable to transactions for the sale of Flat as levied by the State and Central Government through their respective Finance Acts and other legislations and various clarifications/notifications and regulations have made Value Added Tax and Service Tax which may be levied, in connection with the construction of and carrying out the Project by the Sellers) up to the date of handing over the possession of the Flat .
- 2.6 The Flat Purchaser authorize/s the Promoter to adjust / appropriate all payments made by it under any head(s) of dues against lawful outstanding, if any, in its name as the Promoter may in its sole discretion deem fit and the Flat

बदर-२६		
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For MIDCITY B...

*[Handwritten Signature]* Partner

Purchaser undertake/s not to object / demand / direct the Promoter to adjust its payments in any manner.

2.7 In the event the Flat Purchaser intends to avail any housing loan from any bank / financial institution for payment of Total Consideration or part thereof in respect of the Flat, the same shall be subject to issuance of prior written consent by the Promoter in favour of the bank / financial institution and subject to such terms and conditions as may be prescribed by the Promoter. It shall be the sole responsibility of the Flat Purchaser to ensure timely repayment of the loan amount and the Promoter shall not be liable or responsible for repayment of such loan amount or part thereof to the concerned bank / financial institution. The Flat Purchaser shall indemnify and keep indemnified the Promoter from and against all claims, cost, expenses, damages, actions, charges and losses which the Promoter may suffer or incur by reason of any action that the bank / financial institution may initiate on account of such loan or for the recovery of the loan amount of part thereof.

2.8 Any deduction of an amount made by the Flat Purchaser on account of Tax Deducted at Source (TDS) as may be required under the law for the time being in force while making any payment to the Promoter under this Agreement shall be deemed to have been paid by the Flat Purchaser and received and acknowledged/credited by the Promoter, only upon Flat Purchaser submitting original TDS Certificate and the amount mentioned in the certificate is matching with the amount recorded on the website of the Income Tax Department. Such certificate shall be submitted by the Flat Purchaser after end of every financial year on or before 30th April following the payments made during the said previous financial year or before delivery of possession whichever is earlier.

### FLOOR SPACE INDEX

3.1 It is hereby declared that sanctioned plan/s of the Building have been shown to the Flat Purchaser. The Promoter hereby declares that the Floor Space Index ("FSI") utilized as on date on the Land is 2247.17 square meters.

3.2 The Promoter hereby declares that it has planned to avail additional FSI of 3431.73 square meters by way of FSI / TDR available on payment of premium or FSI

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available as incentive FSI by implementing various schemes as mentioned in relevant Development Control Regulations or based on expectation of increased / incentive / additional FSI which may be available in the future on modification to the Development Control Rules which are applicable to the Project or on account of handing over to MCGM or other competent authority any set back area. In this regard the word FSI or Floor Area Ratio shall have the same meaning as understood by the planning authority /MCGM under its relevant building regulations or bye-laws. The Flat Purchaser has/have agreed to purchase the Flat based on the proposed construction of up to 21 (twenty one) upper floor in the Building by the Promoter and sale of additional flats to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that such proposed / additional / incentive / increased FSI shall belong to the Promoter only and the Flat Purchaser shall not have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity due to such additional construction.

For MIDCITY HEIGHTS

*Suryashankar*      *[Signature]*      *[Signature]*  
Partner



- 3.2 The Flat Purchaser agree/s that the Promoter shall be entitled to freely utilize the balance / additional FSI which may be available in respect of the Land on any other property, if so permitted by the concerned authority.
- 3.3 The Flat Purchaser shall not at any time and in any manner, obstruct the construction work and completion of other works such as laying drainage line, water line, or electrical line, installation of machinery and equipment etc. in the Project. The Flat Purchaser is aware of this and has agreed to and given its irrevocable consent for the same.

#### 4 MUTUAL COVENANTS

- 4.1 The proposed specifications of the Flat and the fixtures and fittings to be provided by the Promoter in the Flat are described in the **Annexure "H"** (the "**Flat Specifications**"). The Flat Purchaser shall not demand any changes, alteration, addition or modifications in the plan, layout, room sizes and Flat Specifications of the Flat.
- 4.2 The Total Consideration of the Flat hereby agreed is on the basis of the carpet area of the Flat. Before accepting the possession of the Flat from the Promoter, the Flat Purchaser shall satisfy herself about the correctness of the carpet area of the Flat as per the Flat Specifications provided therein.
- 4.3 The Flat Purchaser shall not be entitled to claim possession of the Flat until the occupation certificate in respect of the Flat is received from the local authority. MCGM and the Flat Purchaser has fulfilled its obligations in terms of this Agreement and has paid all dues and consideration payable under this Agreement including payment of necessary deposits, charges etc. payable under this Agreement to the Promoter towards the Flat and proportionate share of Common Areas and Facilities and has signed the possession documents, bonds, receipts, etc.
- 4.4 The Promoter has made full and true disclosure of its title to the Land as well as the encumbrances, if any, known to the Promoter. The Promoter has also disclosed to the Flat Purchaser nature of its right, title and interest to the Land and its right to develop the Project. The Promoter has also provided inspection of all the title documents, permissions and approvals in relation to the Project to the Flat Purchaser as required by law. The Flat Purchaser hereby acknowledges to have reviewed such title documents, permissions and approvals and confirms to have understood the contents thereof. The Flat Purchaser has also independently investigated, checked and verified and confirmed the title of the Promoter to the Land and is fully satisfied with the same. The Flat Purchaser further confirms that the Flat Purchaser was provided with a draft of this Agreement and had sufficient opportunity to read and understand the terms and conditions thereof. The Flat Purchaser further confirms that the Flat Purchaser has been suitably advised by its lawyers with respect to the title of the Promoter to the Land and the terms and conditions contained in this Agreement and after having acquainted herself with all the facts and right, title and interest of the Promoter to the Land, has agreed to enter into this Agreement.
- 4.5 The Flat Purchaser declares that she has carefully read this Agreement, got translated and fully understood it and agrees to the contents of this Agreement and assured that it shall abide by all the terms and conditions of this Agreement and is aware that only thereupon this written Agreement has been executed.



2021-22  
 2021-22  
 2021-22

For MIDCITY HEADQUARTERS  
 [Signature] [Signature] [Signature]  
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4.6 The Promoter hereby agree that they shall cause the Society to admit the Flat Purchaser herein as a member and issue Share Certificate in his name.

## 5 PAYMENTS BY FLAT PURCHASER

### 5.1 Mode of Payment

The Flat Purchaser shall make all the payments to the Promoter by demand draft payable at Mumbai or by direct transfer to the bank account of the Promoter. Also, unless Promoter gives receipt of such electronic payment, the same shall not be deemed as received.

## 6 POSSESSION

6.1 Subject to payment of all dues payable by the Flat Purchaser to the Promoter in pursuance of these presents and compliance of the Flat Purchaser's obligations contained in this Agreement, the Promoter herein shall deliver the possession of the Flat to the Flat Purchaser on or before 31<sup>st</sup> December 2023 (the "Possession Date").

The Promoter shall be entitled to reasonable extension of time for giving possession of the Flat on the aforesaid date (the "Extended Date"), if the construction and completion of building and Project in which the Flat is to be situated is delayed on account of:

- (a) Force Majeure event as defined under the Real Estate Act;
- (b) Extension granted by the Regulatory Authority for an aggregate period not exceeding 1 (one) year for reasonable circumstances, without default on the part of the Promoter;
- (c) War or civil commotion;
- (d) Any notice, order, rule, notification of the Government, MCGM and/or other public or competent authority;
- (e) Where actual work could not be carried out by the Promoter as per sanctioned plan due to specific stay or injunction orders relating to the Project from any Court of law, or Tribunal, competent authority, statutory authority, high power committee etc.; or
- (f) Due to such mitigating circumstances as may be decided by the Regulatory Authority.

It is agreed between the Parties that the Promoter shall not be liable to pay any interest to the Flat Purchaser in the event the Possession Date is extended for the reasons mentioned above.

6.3 If the Promoter fails or neglects to give possession of the Flat to the Flat Purchaser on the Possession Date and/or on the Extended Date, on account of reasons not beyond his control and of his agents by the aforesaid date, then the Flat Purchaser shall issue a written notice of 90 (ninety) days to the Promoter, calling upon the Promoter to deliver possession of the Flat to the Flat Purchaser within the notice period of 90 (ninety) days, failing which, the Flat Purchaser shall have an option to terminate this Agreement. In the event the Flat Purchaser shall have an option to terminate this Agreement, the Promoter shall be liable to

For MIDCITY RE...

Supriya Shetye

[Signature]

[Signature]



in its sole and absolute discretion deem fit and proper and the Flat Purchaser shall not object to or dispute the same. The Promoter shall not be liable to pay any transfer fee, entrance fee, maintenance charges or outgoing etc. or any amount under any head towards the share in common expenses in respect of the unsold flats, save and except, the municipal taxes with effect from the date of grant of occupation certificate in respect thereof. The allottee / purchaser of such unsold units shall be admitted as member by the Society and they shall be liable to pay such common maintenance charges and outgoings from the date of delivery of possession. The Promoter will also be entitled to the refund of the municipal taxes and water taxes on account of the vacancy of the said unsold flats.

**12 MISCELLANEOUS TERMS**

**12.1 Governing Law & Jurisdiction**

This Agreement shall be subject to Indian Laws and the Courts at Bangalore shall have exclusive jurisdiction .



**12.2 One Transaction**

This Agreement relates to the transaction recorded and contemplated herein and no other transaction.

**12.3 Partial Invalidity**

If any provision of this Agreement or the application thereof to any circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law. When any provision is so held to be invalid, illegal or unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is not invalid, illegal or unenforceable. In the event, any of the terms and conditions of this Agreement are set-aside or declared unreasonable by any Court or Law or if the Parties take the plea of frustration of contract, the entire Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties.



**12.4 Right of Possession**

The right of possession of the Flat Purchaser in respect of the Flat shall arise only upon the Flat Purchaser fulfilling all the obligations as are contained in this Agreement and payment of the Total Consideration and other amounts and taxes that are payable by the Flat Purchaser in terms of this Agreement.

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**12.5 Entire Agreement**

This Agreement constitutes the entire understanding between the Parties and supersedes the terms and conditions whatever agreed between the Parties prior to execution of this Agreement but does not include or supersedes any document contemporaneously entered into between the Parties.

For MIDCITY

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

Partner

12.6 Dispute Resolution

Any dispute between parties shall be settled amicably.

12.7 Stamp Duty and Registration

The charges towards stamp duty and registration fees in respect of this Agreement and incidental expenses including advocates fee towards registration of this Agreement, shall be borne and paid by the Flat Purchaser.

12.8 Notices

All notices to be served on the Promoter and Flat Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Promoter or Flat Purchaser notified email address and by Registered Post Acknowledgement Due at their address/es specified in the title of this Agreement or at the address intimated in writing by the Parties after execution of this Agreement. The Flat Purchaser and the Promoter shall inform each other in writing of any change in address / notified email id subsequent to the execution of this Agreement failing which all communications and notices posted at the above address / email id shall be deemed to have received by the Promoter or the Flat Purchaser, as the case may be.

12.9 Statutes

This Agreement shall always be subject to the provisions of the (i) Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made thereunder, (ii) Maharashtra Ownership Flats (Regulation of the promotion of Construction, Sale, Management and Transfer) Act, 1963 and the rules made thereunder, and (iii) the Maharashtra Apartment Ownership Flats Act, 1970 and the rules made thereunder.

12.10 Complete Disclosure

The Promoter before execution of this Agreement has explained to the Flat Purchaser, inter alia, the entire Project, mode and form of transfer, status of approval for construction, formation of Society, maintenance of overall project amenities and the Flat Purchaser having understood and accepted the same has executed this Agreement. The Promoter has not undertaken any responsibility nor has the Promoter agreed anything with the Flat Purchaser orally or otherwise and there is no implied agreement or covenant on the part of the Promoter and the Flat Purchaser other than the terms and conditions expressly provided under this Agreement.

12.11 Right to Amend

This Agreement shall only be amended or modified through written consent of the Parties.

12.12 Provisions of this Agreement applicable to subsequent flat purchaser:

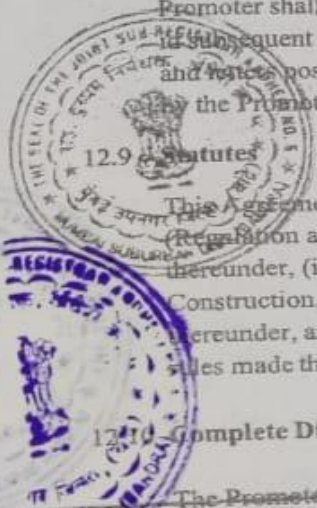
It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent flat purchaser of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

Partner







512-9631  
बुधवार, 10 अगस्त 2022 1:48 म नं.

वसुंधा मातृशाला भाग-1

बदर 16  
वसुंधा क्रमांक: 9631/2022

वसुंधा क्रमांक: बदर 16 /9631/2022

वाजारा मूल्य: ₹ 1,84,36,394/-

मौजबंदी: ₹ 2,40,00,000/-

भरनेचे मुद्रांक मूल्य: ₹ 14,40,000/-

डू. नि. मद्र. दु. नि. बदर 16 यांचे कार्यालयाने

क्र. क. 9631 वर दि. 10-08-2022

नेजी 1:43 म.नं. वा. इतर केला.

पावती: 9833

पावती दिनांक: 10/08/2022

सादरकरणागारचे नाव: मंत्रय भाई

मोदणी फी

₹ 30000.00

वसुंधा ज्ञानाळणी फी

₹ 2160.00

पुढाची मोदद्या: 108

एकूण: 32160.00

*Supy Shetye*

वसुंधा इतर करणाऱ्याची मंत्री.

सह. मुख्य निबंधक, अर्थी क्र. ११

मुंबई उपनगर जिल्हा

दस्तावा प्रचार करारनामा

सह. मुख्य निबंधक, अर्थी क्र.

मुंबई उपनगर जिल्हा

मुद्रांक शुल्क: (एक) कोणत्याही मंत्रानगरपालिकेच्या हद्दीत किंवा न्यायालय असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा (दोन) मध्ये तमुद न केलेल्या कोणत्याही नागरी क्षेत्रात

मिळ्या क्र. 1 10 / 08 / 2022 01 : 43 : 52 PM ची वेळ: (सादरीकरण)

मिळ्या क्र. 2 10 / 08 / 2022 01 : 44 : 55 PM ची वेळ: (फी)

### प्रतिज्ञापत्र

सादर दस्तऐवज हा मोदणी क्रमांक ९९०८ अंतर्गत असलेल्या तरतुदीनुसारच मोदणीस दाखल केलेला आहे. दस्तावेजातील मजदूर, निष्पादक अथवा, साक्षीदार व कोवत कोडरलेल्या कागदावरील सत्यता तपासली आहे. दस्तावेजी सत्यता येथेच किंवा देशीर बाबोसाठी दस्त निष्पादक व कबुलीदारक जे संपूर्णपणे बंधाबदार राहतील

लिहून देणारे (दिनांकसहीत स्वाक्षरी)

लिहून देणारे (दिनांकसहीत स्वाक्षरी)



बदर-१६		
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8/10/22 1:50 PM

Payment Details			GRN/Licence	Amount	Used At	Deface Number	Deface Date	
sr.	Purchaser	Type	Verification no/Vendor					
1	SANJAY SHAH AND PANKAJ RAM PRAKASH SINGH	eChallan	10000502022061001124	MH006252123202223P	1440000.00	SD	0003122958202223	10/06/2022
2		DHC		1008202207045	2000	RF	1008202207045D	10/06/2022
3		DHC		1008202207111	180	RF	1008202207111D	10/06/2022
4	SANJAY SHAH AND PANKAJ RAM PRAKASH SINGH	eChallan		MH006252123202223P	30000	RF	0003122958202223	10/06/2022

(SD:Stamp Duty) (RF:Registration Fee) (DHC: Document Handling Charges)

9/11/2022

Know Your Rights as Registrants

1. Verify Scanned Documents for correctness through manual check pages on a video printer after scanning.
2. Get print immediately after registration.

For feedback, please write to us at feedback.seia@gmail.com

प्रमाणित कार्यात घेणे की, या दस्तावेजाचे एकूण १०८ पाने आहेत.

सह. दुय्यम निबंधक, अंधेरी क. - ५,  
मुंबई उपनगर जिल्हा

बदर-१६ ए६३९/२०२२  
पुस्तक क्रमांक १, क्रमांक ९६३९, वर  
संगणक.  
दिनांक: १०/६/२०२२

सह. दुय्यम निबंधक, अंधेरी क. - ५  
मुंबई उपनगर जिल्हा

बदर-१६	
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संगणकिय अभिलेखामधील प्रत

नक्कल वाचली  
रुजवात केली

सह. दुय्यम निबंधक, अंधेरी क. - ५  
मुंबई उपनगर जिल्हा



<https://10.10.349.39/MarathiReports/HTML/Reports/MiniReport.aspx>

श्री. विशाल पवार  
यांना त्यांचे ता. ११/६/२२ च्या अर्ज क्र.  
अर्जानुसार नक्कल दिनी.  
दि. ११/६/२२ पा. क्र. ए६६६

खरी प्रत

सह. दुय्यम निबंधक, अंधेरी क. - ५  
मुंबई उपनगर जिल्हा

सह. दुय्यम निबंधक, अंधेरी क. - ५