

AGREEMENT OF TRANSFER

THIS AGREEMENT OF TRANSFER made at Mumbai this ____ day of _____ 2024.

BETWEEN

Genext Hardware & Parks Private Limited, a company incorporated under the provisions of the Companies Act, 1956 (and deemed to be registered under the provisions of the Companies Act, 2013) and having its registered office at Plot No. C-30, Block 'G', Opposite SIDBI, Bandra – Kurla Complex, Bandra (East), Mumbai 400051, hereinafter called the "**Transferor**" (which expression shall unless repugnant to the context and meaning thereof, be deemed to include its successor/s and permitted assigns) **of the First Part**

AND

K. Raheja Private Limited, a company incorporated under the provisions of the Companies Act, 1956 (and deemed to be registered under the provisions of the Companies Act, 2013) and having its registered office at Plot No. C-30, Block 'G', Opposite SIDBI, Bandra – Kurla Complex, Bandra (East), Mumbai 400051, hereinafter called the "**Developer**" or "**Confirming Party**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor/s and assigns) **of the Second Part**

AND

Mr. Ravi Parimal Shah & Mrs. Uttara Ravi Shah Indian inhabitants having their address at **B/42, 4th Floor, Lloyds Garden, Appasaheb Marathe Marg, Prabhadevi, Mumbai – 400025** hereinafter referred to as the "**Transferee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and permitted assigns) **of the Third Part;**

WHEREAS:

- A. By and under an Agreement dated **23rd November 2023** (registered under Sr. No. **BBE4-3422** of **2024** with the Joint Sub-Registrar, Mumbai City No. **4**) ("**Said Agreement**") entered into between the Developer/Confirming Party herein (therein referred to as the "**Developer**"), and the Transferor herein (therein referred to as the "**Apartment Holder**" or "**Allottee**" and hereinafter referred to as the "**Original Apartment Holder**"), the Transferor agreed to purchase from the Developer/Confirming Party in terms of the Said Agreement, on what is popularly known as 'Ownership Basis' (under the Maharashtra Ownership Flats Act, 1963 {"**MOF Act**"} and the Real Estate (Regulation & Development) Act, 2016 {"**RERA Act**"} read with the Maharashtra Real Estate (Regulation & Development) Rules, 2017 {"**MahaRERA Rules**"}), Apartment No. **3504** located on the **35th** habitable floor of the Residential Tower named "**Artesia**" {therein and hereinafter collectively referred to as the "**said premises**" or the "**said Apartment**", at or for the agreed total Purchase Consideration/price (for the constructed said premises) of **Rs. 30,02,00,000/- (Rupees Thirty Crore Two Lakh Sixty Only)**. As per RERA, the aggregate carpet area of the said premises is **2964** square feet (i.e. **275.35** square meters) and such area does not include the total area of the balconies/verandah/open terraces (which is appurtenant to the net usable floor area of the said Apartment and meant for the exclusive use of the Apartment Holder), which is **100** square feet (i.e. **9.31** square meters). As per the MOF Act, the carpet area of the said premises shall be **2938** square feet (i.e. **272.94** square meters). The Residential Tower named "**Artesia**" has been constructed by the Developer/Confirming Party as the Phase 1 Development of the Real Estate Project on a demarcated portion of the land bearing Plot No. 249 and 249A of Scheme No. 52, bearing C.S.No. 2/1629 of Lower Parel Division (therein and herein referred to as "**Property A**" and more particularly described Firstly in the First Schedule hereunder written) and the Plot No. 248 B bearing C.S.No. 1A/1629 of Lower Parel Division (therein and herein referred to as "**Adjoining Property B**" and more particularly described Secondly in the First Schedule hereunder written), situate at Worli, G/S Ward, Mumbai (which Property A and the Adjoining Property B have been amalgamated and are hereinafter referred to as the "**Project Land**"));
- B. The Developer/Confirming Party has registered the said Residential Tower (being Phase 1 of the said Real Estate Project) under the provisions of the RERA Act (read with the MahaRERA Rules) with the Maharashtra Real Estate Regulatory Authority at Mumbai No. **P51900000841**;

- C. Till date, the Transferor/Original Apartment Holder has paid to the Developer/Confirming Party the aforesaid Total Purchase Consideration of **Rs. 30,02,00,000/- (Rupees Thirty Crore Two Lakh Only)**, in accordance with the provisions of the Said Agreement;
- D. The Transferor/Original Apartment Holder has paid Stamp Duty of **Rs. 1,80,12,000/- (Rupees One Crore Eighty Lakh Twelve Thousand Only)** (inclusive of Metro Cess) and registration charges of **Rs. 30,000/- (Rupees Thirty Thousand Only)** on the Said Agreement dated **23rd November 2023**. Photocopies of the receipts issued by the authorities evidencing payment of stamp duty and registration charges are annexed hereto and collectively marked as **Annexure A**;
- E. The Transferor/Original Apartment Holder had agreed to acquire the said premises from the Developer/Confirming Party as an investor with the intention that the Transferor would ultimately execute transfer of the said premises in favour of a subsequent purchaser within three years from the date of purchase of the said premises under the Said Agreement;
- F. As per the provisions of the Said Agreement:
- (i) within fifteen days of intimation by the Developer/Confirming Party to the Transferor/Original Apartment Holder to take delivery of possession of said premises (in accordance with the provisions of Clause 12 of the Said Agreement), the amounts/sums which are listed/specified in the Statement annexed hereto and marked as **Annexure B** and hereinafter collectively referred to as the “**said outgoings/deposits/taxes, etc.**”) are to be paid by the Transferor/Original Apartment Holder to the Developer/Confirming Party ;
 - (ii) Service Tax/GST (and/or other taxes/levies) as may be chargeable on the said outgoings/deposits/taxes, etc. listed/specified in the Statement annexed hereto and marked as **Annexure B** and/or all other amounts that may be payable by the Transferor/Original Apartment Holder in accordance with the Said Agreement are to be paid by the Transferor/Original Apartment Holder to the Developer/Confirming Party;
- G. The said Residential Tower named “Artesia” has been constructed and the Transferee has been informed and is aware that that the Occupation cum Building Completion Certificate has been obtained for the Residential Tower (which covers, inter alia, the floor on which the said premises is located) and that possession of the said premises is expected from the Developer/Confirming Party by the end of December 2023, subject to sub-clauses 13.2 and 13.3. of the

Said Agreement and in accordance with the provisions of Clause 12 of the Said Agreement. However, it is mutually agreed by and between the parties hereto that the date for handover of possession of the said Apartment by the Developer / Confirming Party shall be 31st August, 2024, subject to the provisions of Clause 13.2. of the Said Agreement;

- H. The Transferee expressed to the Transferor its desire to acquire all the Transferor's beneficial right, title and interest under the Said Agreement in relation to the said Apartment (together with the use and benefit of the amenities agreed to be provided for /in the said Apartment) and the Transferor agreed to sell/transfer/assign/convey the same to the Transferee, at or for a total agreed lumpsum price of Rs. **31,59,62,080/- (Rupees Thirty One Crore Fifty Nine Lakh Sixty Two Thousand Eighty Only)** together with the benefit of, and subject to the provisions of the Said Agreement, and on the terms and conditions hereinafter appearing and accordingly this Agreement of Transfer is being executed by and between the Transferor, the Transferee and the Developer (as Confirming Party).

NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER:-

1. TRANSACTION:

As hereinabove recited, the Transferor hereby agrees to sell, transfer and assign the hereinabove recited said Apartment No. **3504** located on the **35th** habitable floor of the Residential Tower named "**Artesia**" (herein collectively referred to as the "**said Apartment**" or the "**said premises**" and more particularly described in the Second Schedule hereunder written) to the extent of the Transferor's right, title and interest therein under the hereinabove recited registered Agreement dated **23rd November 2023** registered under No. **BBE4-3422-2024** {herein referred to as the "**Said Agreement**" } and the Transferee hereby agrees to purchase and acquire all the Transferor's beneficial right, title and interest under the Said Agreement in relation to the said Apartment, together with the use and benefit of the amenities agreed to be provided for/ in/to the said Apartment (including as set out in the Annexure 'E' annexed to the Said Agreement), at or for a total agreed lumpsum price of **Rs. 31,59,62,080/- (Rupees Thirty One Crore Fifty Nine Lakh Sixty Two Thousand Eighty Only)** {"**Total Consideration**" } together with and subject to the provisions of the Said Agreement and on the terms and conditions hereinafter appearing.

2. Total Consideration:

- (a) The Total Consideration of Rs. **31,59,62,080/- (Rupees Thirty One Crore Fifty Nine Lakh Sixty Two Thousand Eighty Only)** in respect of the purchase of the Transferor's beneficial right, title and interest under the hereinabove recited Said Agreement in/to the said Apartment (together with the use and benefit of the amenities agreed to be provided for/in the said premises), as described in Clause 1 above, has been paid/shall be paid by the Transferees to the Transferor in the following manner:
- (i) The sum of **Rs. 3,15,96,208/- (Rupees Three Crore Fifteen Lakh Ninety Six Thousand Two Hundred and Eight Only)** has been paid to the Transferor prior to/ on the execution of these presents towards part-payment of the Total Consideration for purchase of all the beneficial right, title and interest of the Transferor under the hereinabove recited Said Agreement and
- (ii) A further sum of **Rs.18,95,77,248/- (Rupees Eighteen Crore Ninety Five Lakh Seventy-Seven Thousand Two Hundred Forty Eight Only)** shall be paid by the Transferee to the Transferor on **Registration of Agreement of Transfer** towards further part-payment of the total purchase consideration for purchase of all the beneficial right, title and interest of the Transferor under the hereinabove recited Said Agreement and A further sum of **Rs. 9,47,88,624/- (Rupees Nine Crore Forty-Seven Lakh Eighty-Eight Thousand Six Hundred Twenty-Four Only)** shall be paid by the Transferee to the Transferor **within 4 (four) weeks of registration of Agreement of Transfer & on final possession** towards the balance Purchase Consideration for purchase of all the beneficial right, title and interest of the Transferor under the hereinabove recited Said Agreement.
- (b) the Deposits and Outgoings aggregating to **Rs. 1,00,49,920/- (Rupees One Crore Forty Nine Thousand Nine Hundred and Twenty Only)** payable by the Transferor to the Developer/Confirming Party (as per the provisions of the Said Agreement), shall be paid by the Transferees to the Developer/Confirming Party vide Pay Order only, within fifteen days of intimation by the Developer/Confirming Party to the Transferee to take delivery of possession of the said premises (in accordance with the provisions of Clause 12 of the Said Agreement for Sale). The aforesaid amounts are exclusive of goods and services tax, service tax and other taxes, which shall be separately borne and paid by the Transferee.
- (c) The Transferee shall be liable to and shall pay to the Developer/Confirming Party interest as per the State Bank of India highest Marginal Cost of Lending Rate plus 2% per annum on all

amounts that become due and payable by the Transferee under the Said Agreement (read with this Agreement) from the date the said amount is payable by the Transferee to the Developer/Confirming Party till the date of actual payment. Notwithstanding any terms and/or instructions for appropriation/s which the Transferee may specify at the time of payment, the Developer/Confirming Party will be entitled, at its discretion, to appropriate all payments received from the Transferee first towards the interest and/or taxes/statutory charges payable/reimbursable (if any) by the Transferee (as per the provisions of the Said Agreement (read with this Agreement)) and then towards the principal amount payable. The Developer/Confirming Party will also have a charge on the said premises for all amount/s (including interest thereon) which become due and payable to the Developer/Confirming Party by the Transferee (under the provisions of the Said Agreement (read with this Agreement)) till such time as the said outstanding amount/s (including interest thereon) are paid to the Developer/Confirming Party.

3. In the event of the Transferee committing default in payment of any of the amounts/ sums payable to the Transferor by the Transferee, as per the provisions of this Agreement (time being of the essence) and if the default continues inspite of 15 (fifteen) days prior notice sent by the Transferor to the Transferee (with information to the Developer/Confirming Party), the Transferor shall be at liberty to terminate this Agreement. In the event of the Transferor terminating this Agreement due to default on the part of the Transferee to make the payment/s as aforesaid, inter alia,
 - (a) The Transferor shall refund to the Transferee all the amounts which have been till then paid by the Transferee to the Transferor towards the purchase price (referred to in Clause 2 above), but without any further amount by way of interest or otherwise.
 - (b) The Transferee, the Transferor and the Developer/Confirming Party hereto, shall execute and register a Deed of Cancellation of this Agreement and simultaneously with the registration of the same, the Transferor shall refund to the Transferee, the amounts set out in sub-clause (a) of this Clause.
 - (c) On the Transferor giving notice of termination of this Agreement under this clause, the Transferee shall have no right/claim of any nature whatsoever relating to the said premises/said Apartment and/or against the Transferor and/or under this Agreement and/or against the Developer/Confirming Party, in any manner whatsoever (save and except to claim the refund amount from the Transferor of the amounts set out in sub-clause (a) of this

Clause, against execution and registration of the Deed of Cancellation, referred to in sub-clause (b) of this Clause).

- (d) On the Transferee receiving the refund from the Transferor, of the refund amounts set out in sub-clause (a) above, the Transferor shall be entitled and at liberty to transfer and dispose off the said premises to any other person as the Transferor deems fit, at and for such consideration/ price and on such terms as the Transferor may decide/determine and the Transferee shall not be entitled to question the same.
4. As hereinabove recited, the Transferee is aware that the said Residential Tower named “Artesia” has been constructed and that the Occupation cum Building Completion Certificate has been obtained for the Residential Tower (which covers, inter alia, the floor on which the said premises is located) and that as per the provisions of Clause 13.1 of the Said Agreement possession of the said premises is expected from the Developer/Confirming Party by the end of December 2023, subject to sub-clauses 13.2 and 13.3. of the Said Agreement and in accordance with the provisions of Clause 12 of the Said Agreement. However, it has been mutually agreed by and between the parties hereto that the date for handover of possession of the said Apartment by the Developer / Confirming Party shall be 30th May, 2024, subject to the provisions of Clause 13.2 of the Said Agreement read with this Agreement).
5. (a) Simultaneously with the payment of the Total Consideration amount of **Rs. 31,59,62,080/- (Rupees Thirty One Crore Fifty Nine Lakh Sixty Two Thousand and Eighty Only)** being received from the Transferee as per the provisions of Clause 2 (a) (ii) and 2 (a) (iii) of this Agreement, the Transferor shall hand over to the Transferee, the original of the hereinabove recited registered Said Agreement together with the receipts issued by the authorities evidencing payment of stamp duty and registration charges thereon (being the title deed/s in respect of the said Apartment which is in the possession of the Transferor).
- (b) With effect from the date of the payment of the Total Consideration amount of **Rs. 31,59,62,080/- (Rupees Thirty One Crore Fifty Nine Lakh Sixty Two Thousand and Eighty Only)** by the Transferee as per the provisions of sub-clause (a) above:
- (i) the Transferee shall have all the Transferor’s beneficial right, title and interest under the Said Agreement in/to the said premises/said Apartment, as if the Transferee himself as the hereinabove recited Original Apartment Holder had entered into and executed the hereinabove recited Said Agreement with the Developer/

Confirming Party in place/stead of the Transferor (viz. the Original Apartment Holder).

- (ii) the Transferee shall be bound to perform and observe/abide by/comply with all the terms, conditions and obligations of the Transferor/Original Apartment Holder as contained in the hereinabove recited Said Agreement read with this Agreement of Transfer (including the obligation to pay to/ deposit with/reimburse to the Developer/Confirming Party, all the amounts towards outgoings/deposits, etc. listed/ specified in the Statement annexed hereto and marked as **Annexure B**, as per the provisions of the hereinabove recited Said Agreement (read with this Agreement of Transfer)), in place and stead of the Transferor.
 - (c) With effect from the date of receipt of the full payment of the Balance Total Consideration for the said premises from the Transferee by the Transferor as per the provisions of Clause 2 (a) (ii) and 2(a) (iii) of this Agreement (read with the Said Agreement), the Transferee shall have all rights and benefits in the said premises/said Apartment under the Said Agreement (together with all the amenities to the said Apartment as are specified in the Said Agreement and in the Annexures thereto).
6. Upon the Transferee making payment of the said outgoings/ deposits/taxes, etc. as specified in **Annexure B** to the Developer/Confirming Party (pursuant to the intimation to take possession of the said Apartment being given by the Developer/Confirming Party (in accordance with the provisions of Clause 12 of the Said Agreement)), the Transferee shall be entitled to be put in quiet, vacant and peaceful possession of the said Apartment (described in the Second Schedule hereunder written) directly by the Developer/Confirming Party (in accordance with the provisions of the Said Agreement) and thereafter shall be entitled to hold and possess the said Apartment as effectively as if the Transferee had been the Apartment Holder in the Said Agreement in place and stead of the Transferor (viz. the Original Apartment Holder).
7. The Transferor hereby represents, warrants and covenants with the Transferee as follows:-
 - (a) that the Transferor is well and sufficiently entitled to the beneficial right, title and interest of the Transferor in respect of the said premises under the Said Agreement and no other person or persons has/have any right, title, interest, claim or demand of any nature whatsoever unto or upon the said premises, either by way of sale, charge, lien, gift, trust, easement or otherwise howsoever (save and except as stated in the hereinabove recited Said Agreement and the Title Certificate annexed thereto) and the

Transferor has good right full power and absolute authority to enter into this Agreement with the Transferee.

- (b) that the Transferor has not created any charge or encumbrance of any nature whatsoever in respect of the said Apartment and/or in respect of its interest under the Said Agreement.
- (c) that the Transferor has duly observed all the terms and conditions of the Said Agreement upto the date hereof.

8. It is expressly agreed by the parties hereto that any deduction of an amount made by the Transferee on account of Tax Deducted at Source (TDS) under the applicable provisions of Section 194-IA of the Income Tax Act, 1961 read with the Income Tax Rules, 1962, from time to time, while making any payment of any consideration amount to the Transferor under this Agreement shall be acknowledged / credited by the Transferor, only upon the Transferee submitting in a timely manner to the Transferor (against acknowledgment) the original TDS certificate for the amount so deducted and the said TDS certificate is matching with the information as available on Income Tax Department website for this purpose. In this regard the Transferee acknowledges that the Transferee has received from the Transferor, the Permanent Account Number (allotted under the provisions of the Income Tax Act) of the Transferor.

Provided further that, in the event any TDS has been effected by the Transferee and the Transferee fails to furnish to the Transferor the TDS certificate for such deduction, the Transferee shall, on the execution hereof, deposit an equivalent amount as interest free security deposit (Deposit) with the Transferor, which Deposit shall be refunded by the Transferor on the Transferee furnishing the TDS certificate to the Transferor, in accordance with the provisions stated above, within 4 months of the date of these presents. Provided further that in case the Transferee fails to produce such TDS certificate within the stipulated period of 4 months, the Transferor shall be entitled to appropriate the said deposit towards the amount/s payable by the Transferee to the Transferor, on account of lack of such TDS certificate and further that the Transferor shall not be liable to refund the said Deposit. It is expressly clarified that any default on the part of the Transferee to comply with the applicable provisions of Section 194-IA of the Income Tax Act, 1961 read with the Income Tax Rules, 1962, from time to time, shall be to the costs and consequences of the Transferee.

9. It is expressly clarified and agreed by the parties hereto that;
- (a) As hereinabove recited, the Transferor had agreed to purchase the said premises from the Developer/Confirming Party as an investor and with

the intention of executing a transfer of the said premises in favour of a subsequent purchaser within three years from the date of purchase of the said premises. Accordingly, the Transferee claims adjustment (in accordance with the Proviso to Article 5 (g-a)(ii) of Schedule – I of the Maharashtra Stamp Act, 1958 as amended by the Maharashtra Stamp (Amendment) Act, 2022) of the aforesaid sum of **Rs.1,50,10,000/- (Rupees One Crore Fifty Lakh Ten Thousand Only)** paid by the Transferor as Stamp Duty on and in respect of the Said Agreement dated **23rd November 2023** and the Transferee will be paying the balance stamp duty on this Deed in accordance with the Proviso to the aforesaid Article 5 (g-a)(ii) of Schedule – I of the Maharashtra Stamp Act, 1958.

- (b) The Transferor shall, at the request and cost and expenses of the Transferee, whenever reasonably required to do so, from time to time, execute and sign all such letters, forms, applications, deeds, documents, writings and papers, if any, for more perfectly securing assuring and effectually transferring the said premises unto and to the use of the Transferee.
 - (c) This Agreement shall be treated as the principal instrument as contemplated by Section 4 of the Maharashtra Stamp Act, 1958 and all consequential documents that may be executed/obtained in favour of the Transferee in implementation of the provisions of sub-clause (b) above shall be considered to be the ancillary/other instruments contemplated by the aforesaid Section 4.
 - (d) Stamp duty and registration charges, if any, payable on this Agreement of Transfer (being the principal document) and/or other incidental documents/writings thereto, shall be borne and paid by the Transferee alone.
10. The Parties hereto confirm, covenant and ratify that the Said Agreement is in full force and effect and is valid, subsisting and binding.
11. The Income-Tax PAN of the Transferor **Genext Hardware & Parks Private Limited** is **AACCG5567F** and that of **K Raheja Private Limited** is **AAACK1949H** and that of the Transferee **Mr. Ravi Parimal Shah** is **AROPS7356J** and **Mrs. Uttara Ravi Shah** is **AACPP5528Q**.
12. The Recitals hereto shall form an integral part of this Agreement.

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

THE FIRST SCHEDULE ABOVE REFERRED TO
(Description of the “Project Land” comprising of Property A and the Adjoining Property B)

FIRSTLY:

Description of “Property A”

All that piece and parcel of leasehold land and ground bearing Plot No. 249 and 249A of the Worli Estate of the Corporation, admeasuring approx. 13,360.74 square metres or thereabouts (which excludes the Amenity open space admg. approx. 801.92 sq.mtrs. which has been handed over to the M.C.G.M. and also excludes the set- back area admg. approx. 476.25 sq. mtrs. which has been handed over to the M.C.G.M.), bearing Cadastral Survey No. No.2/1629 of Lower Parel Division and New Survey No. 3027, in the Registration District of Mumbai and bounded as follows:

On or towards the East : By C.S.Nos. 6/1629, Plot No. 249- B of Lower Parel Division

On or towards the West : By C.S.Nos. 1/1629 & 1A/1629, Plot No. 248-A and 248-B of Lower Parel Division.

On or towards the North : By existing Municipal Road –18.30 Mt. wide Natvarya Baburao Pendharkar Road

On or towards the South : By C.S.No. 1545 of Lower Parel Division

SECONDLY:

Description of “Adjoining Property B”

All that piece and parcel of leasehold land and ground bearing Plot No. 248B of the Worli Estate of the Corporation admeasuring approx. 5306.65 square metres or thereabouts (which excludes the set- back area admg. approx. 171.68 sq. mtrs. which has been handed over to the M.C.G.M.), bearing Cadastral Survey No. 1-A/1629 of Lower Parel Division and New Survey No. 3050 and 3051, and assessed by the Assessor and Collector of Municipal Rates and Taxes under “G” Ward Nos. 1471 and 1472(1) situate, lying and being at Worli, Mumbai and bounded as follows:

On or towards the East : By Plot No. 249

On or towards the West : By 40 feet wide public road.

On or towards the North : By Plot No. 248-A

On or towards the South : Partly by Century Mills Chawls and partly by T.V. Industrial Estate

Note: The aforesaid Property A and Adjoining Property B have been amalgamated and C.S. No. 2/1629 has been cancelled and its area has been amalgamated with the

area of C.S. No. 1A/1629 and a separate C.S. No. 1A/1629 has been assigned to the amalgamated Property A and Adjoining Property B admeasuring 18667.39 sq. mtrs.

Note: It is expressly clarified and understood by the Transferee that the area of the First Schedule Property will be subject to the terms and conditions of the Deed of Transfer dated 10th July, 2017 in respect of transfer of the PPL in favour of the M.C.G.M.

THE SECOND SCHEDULE ABOVE REFERRED TO

Apartment No. **3504** admeasuring approximately **2964** square feet [(i.e. **275.35** square meters) RERA carpet area and located on the **35th** habitable floor of the Residential Tower named “Artesia” presently constructed by the Developer/Confirming Party on a demarcated portion of the Municipal Leasehold Plot No. 249 and 249A of Worli Estate, Mumbai and forming a portion of New Survey No. 3027 and Cadastral Survey No. 2/1629 of Lower Parel Division and the Municipal Leasehold Plot No. 248B bearing Cadastral Survey No. 1A/1629 of Lower Parel Division, situate at Worli, G/S Ward, Mumbai (more particularly described in the First Schedule above), together with the use and benefit of the amenities provided for/ in/to the said Apartment.

It is clarified that the aforesaid aggregate RERA carpet area of Apartment No. 3504 does not include the total area of the balconies/verandah/open terraces (which is appurtenant to the net usable floor area of the said Apartment and meant for the exclusive use of the Apartment Holder), which is **100** square feet (i.e. **9.31** square meters). It is further clarified that as per the MOF Act, the carpet area of the said premises is **2938** square feet (i.e. **272.94** square meters).

SIGNED AND DELIVERED by the)

Withinnamed Transferor)

Genext Hardware & Parks Pvt Ltd)

by the hand of its **Mr. Burhan Qazi**)

pursuant to the Resolution of)

its Board of Directors dated _____)

in the presence of _____)

SIGNED AND DELIVERED by the)

Withinnamed Developer/Confirming Party)

K. Raheja Private Limited)

Without Prejudice Draft

by the hand of its **Mr. Ashish Dhami**)
pursuant to the Resolution of)
its Board of Directors dated **27-01-2022**)
in the presence of _____)

SIGNED AND DELIVERED by the)
Withinnamed Transferee)
Mr. Ravi Parimal Shah)

Mrs. Uttara Ravi Shah)
in the presence of _____)

Dated this _____ day of _____ 2024

Genext Hardware & Parks Pvt Ltd

..... Transferor

AND

K. Raheja Private Limited

..... Developer/Confirming Party

AND

Mr. Ravi Parimal Shah

Mrs. Uttara Ravi Shah

..... Transferee

Agreement of Transfer

Apartment No. **3504**, on the **35th** floor of the Residential Tower named “Artesia” being part of the Composite Building constructed on part of the Municipal Leasehold Plot bearing C.S. No. 2/1629 and 1A/1629 (Amalgamated C.S. No. 1A/1629) of Lower Parel Division, Plot No. 249, 249A and 248B of Worli Scheme No. 52, G/S Ward, Mumbai.