

Bees  
Minakshi

करल-२		
२०८०	९	२४०
२०१९		

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") is made at Mumbai this 25 day of July, 2019

BETWEEN

WHEELABRATOR ALLOY CASTINGS LIMITED, a Company incorporated under the provisions of the Companies Act, 1956 having its Corporate office at Runwal & Omkar Esquare, 4th Floor, Opp Sion Chunabhatti Signal, off Eastern Express Highway, Sion (E), Mumbai- 400 022 through its duly Authorized Signatory Sohit Bajpai, authorized under Board Resolution/POA dated 28/12/18 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 successors and assigns) of the **ONE PART**;

AND

HARISH CHANDER KARGETI / MINAKSHI KARGETI, having his/her/their address at MAHINDRA PARK CHS LIMITED, LBS ROAD, GHATKOPAR WEST, MUMBAI - 400086 hereinafter referred to as "the Allottee", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the co-parcenary and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company its successors and permitted assigns) of the **OTHER PART**



WHEREAS:

A. By diverse deeds and documents M/s Neosym Industry Ltd., (formerly known as The Indian Smelting and Refining Co. Ltd.,) ("**Neosym**") was seized, possessed of and otherwise well and sufficiently entitled to all that pieces and parcels of land admeasuring about 61,665.60 square meters, bearing CTS Nos. 596, 596/1-6, 597, 597/1-7, 598, 598/1-3, 599A, 599A/1-81, 601, 602, 602/1-9, 603, 604, 605, 605/1-17, 606, 606/1-83, 607A, 607/1-31 and 607D situated at Village Kanjur, Taiuka Kurla within the Registration District and Sub-District of Mumbai City and Mumbai Suburban together with the buildings and other structures standing thereon, lying, being and situate at Lal Bahadur Shastri Marg, Bhandup (West), Mumbai-400078 and more particularly described in the **First Schedule** hereunder written (hereinafter referred to as the "**Larger Land**") and delineated in Blue colour boundary line on plan annexed hereto and marked as Annexure "A".

B. By and under a Deed of Transfer of Undertaking dated 1<sup>st</sup> August, 2012 ("**the DTU**")

1 Minakshi

2010

payment and receipt whereof the Promoter does hereby admit and acknowledge).

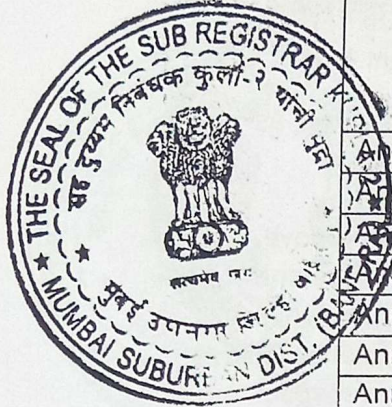
2022

Under Section 1 of the RERA, the Promoter is required to execute a written Agreement for Sale of the said Premises with the Allottee i.e. this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.

Z. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase and acquire, the Premises and the parking as set out herein below.

AA. The list of Annexures attached to this Agreement are stated herein below, -

Annexure "A"	(Plan demarcating (i) the Larger Land in Blue colour boundary line, (ii) the said Land in Blue colour boundary line and (iii) the towers/wings <u>T8</u> of the Real Estate Project washed in Blue colour.
Annexure "B"	Details of Litigation in Larger Land
Annexure "C"	List of Encumbrances in Larger Land
Annexure "D"	RERA Certificate & Copy of IOD & CC
Annexure "E"	Title Certificate issued by Advocates
Annexure "F"	Certified true copy of Property Register Card/Larger Land
Annexure "G"	Plan of the said premises
Annexure "H"	Payment schedule



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

- The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same have been set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience, and are not intended in derogation of RERA.
- The Promoter shall construct the Real Estate Project being the 4 (four) Towers/Wings known as Tower No. 5 (HAZEL) Tower No. 6 (WILLOW), Tower No. 7 (WALNUT) and Tower No. 8 (MAGNOLIA), each Tower/Wing consisting of such floors as set out in the Recitals above and the Third Schedule hereunder written in accordance with the plans, designs and specifications as referred hereinabove, and as approved by the MCGM from time to time. The Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee and are listed in the Fourth Schedule hereunder written.

**PROVIDED THAT** the Promoter shall have to obtain prior consent in writing of the Allottee in respect of any variations or modifications which may adversely affect the said Premises of the Allottee, except, any alteration or addition required by any Government authorities, or, due to change in law, or, any change as contemplated by any of the disclosures already made to the Allottee

**3. Purchase of the Premises and Sale Consideration:**

- The Allottee hereby agrees to purchase and acquire from the Promoter, and the Promoter hereby agrees to sell to the Allottee, the said Premises bearing No. 3503 of the 3 BHK type admeasuring 88.73 square metres carpet area plus 2.6 square metres balcony area as per RERA on the 35th floor in the Tower/Wing T8 (MAGNOLIA) (the said Premises are more particularly described in the **Sixth Schedule** and are shown in the floor plan annexed and marked **Annexure "G"** hereto) at and for the consideration of Rs.21301000/- (**Rupees Two Crores Thirteen Lakhs One Thousand Only**).

करल-२		
EOD	173	280
२०१९		

- (ii) The Promoter shall provide to the Allottee absolutely free of any consideration, cost, charge and/or fee, permission to park [1] ([ONE]) car/s in the car parking space in the basement/podium/stilt being constructed in the layout of the Larger Land. The location and number of the car parking space shall be identified at the time of handing over possession of the said Premises.
- (iii) The total aggregate consideration amount for the said Premises including car parking space is **Rs. 21301000/- (Rupees Two Crores Thirteen Lakhs One Thousand Only)** ("the Sale Consideration"). It is expressly agreed between the Parties that for the purpose of this Agreement, 20% (twenty percent) of the Sale Consideration is earnest money and is referred to hereinafter as "Earnest Money".
- (iv) The Allottee has paid before execution of this Agreement, a sum of **Rs. 11523711/- (Rupees One Crore Fifteen Lakhs Twenty Three Thousand Seven Hundred Eleven Only)** as advance payment and hereby agrees to pay to the Promoter the balance amount of the Sale Consideration of **Rs. 9772289/- (Rupees Ninety Seven Lakhs Seventy Seven Thousand Two Hundred Eighty Nine Only)** in the manner and payment instalments more particularly set out in Annexure "H" hereto.
- (v) It is clarified that the Sale Consideration shall be payable by the Allottee in the Bank Account No **57500000167054** maintained with HDFC Bank, Sion Branch with IFSC Code HDFC0000163 ("the said Account"). It is clarified that in accordance with RERA and the RERA Rules, 70% of the Sale Consideration shall be transferred in the Bank Account No. **57500000167245** maintained with HDFC Bank, SION Branch with IFSC Code HDFC0000163 ("the RERA Account"). It is further clarified between the parties that, if more than **54.1%** Sale Consideration has already been received by the Promoter, then as the case may be, the balance Sale Consideration shall be paid by the Allottee in the said Account.
- (vi) The Sale Consideration excludes taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, GST and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the said Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including service tax, VAT, GST and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee alone and the Promoter shall not be liable to bear or pay the same or any part thereof. All these payments will be made by the Allottee as and when called upon by the Promoter and/or as required by the concerned Government or authority, as the case may be. The Allottee/s agrees and accepts that the Sale Consideration value is arrived at mutually as per prevailing market rates and conditions, after considering the benefit of any additional input tax credit accruing to the Promoter under the GST law. Post absorption of the incremental tax impact under GST by the Promoter, to the extent absorbed by it, the Allottee/s hereby unconditionally and irrevocably agrees and accepts that the Promoter has no further obligation to pass any additional benefit under the anti-profiteering provisions under Section 171 of CGST Act, 2017.
- (vii) The Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges

2020	33	280
2022		

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

(Details of the common area facilities in the Whole Project)

**External Amenities**

- Common Parking
- Common Basement
- Recreational Open Space
- RG Area
- Central landscaped areas
- Modern clubhouse with
  - State-of-the-art gymnasium
  - Party hall
  - Café
  - Mini-theatre
  - Basketball / Badminton court
  - Squash court
  - Tennis court
  - Games room
  - Baby Creche
  - Music/art room
  - Steam / massage room
  - Convenience Store
  - Bakery outlet
- Two Swimming pools and one Kids pool
- Jogging / running track / Cycling Track
- Zen garden
- Water bodies
- Dedicated children play area
- Open air Gymnasium
- Skating rink
- Cricket pitch
- Putting green
- Yoga Zone
- Senior citizen area



**THE SIXTH SCHEDULE ABOVE REFERRED TO**

(Description of the Flat/Premises)

All that piece and parcel of the Flat/ Unit being No. 3503 on 35th floor admeasuring 955 sq.ft. carpet area and (equivalent to 88.73 sq. mtrs.) in Tower No. T8 (MAGNOLIA) plus 2.6 square metres balcony area and also 1 Car parking constructed or to be constructed on the larger property as described in the First Schedule hereunder.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO:**

(Details of the internal fittings and fixtures in the said Premises)

**Internal amenities for 1 .5 BHK /2 BHK**

- Vitrified flooring in Living, Dining, Bedrooms and Kitchen – Kajaria/Nitco/RAK/Simpolo or equivalent
- Branded CP fittings and sanitary ware - American Std/Kohler/Grohe or equivalent
- Polished granite kitchen platforms with stainless steel sink – Nirali/Franke/Futura or equivalent
- Acrylic /Plastic paint with gypsum finish walls – Asian Paints, Nerolic, New World or equivalents.
- Exhaust fan in toilet and kitchen – Indo/GMC or equivalent
- Powder coated aluminum windows – Gindal/Bhoruka/Sapa/Global/Gulf or equivalents.
- Solid Flush Door shutter front side veneer finish & laminated finish on backside for main door – Asian/Shreeji/Kaamdhenu or equivalent



## Maharashtra Real Estate Regulatory Authority

### REGISTRATION CERTIFICATE OF PROJECT

FORM 'C'

[See rule 6(1)]



This registration is granted under section 5 of the Act to the following project under project registration number **P51800001838**

**Project: Runwal Forest Tower 5-8, Plot Bearing / CTS / Survey / Final Plot No.: Pt.596-598,599A,601-606,607A607D596/1-6,597/1-7,598/1-3,599A/1-81,602/1-9,605/1-17,606/1-83,607/1-31 at Kurla, Kurla, Mumbai Suburban, 400022;**

1. Wheelabrator Alloy Castings Limited having its registered office / principal place of business at Tehsil: Kurla, District: Mumbai Suburban, Pin: 400078.

2. This registration is granted subject to the following conditions, namely:-

- The promoter shall enter into an agreement for sale with the allottees;
- The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rules of Interest and Disclosures on Website) Rules, 2017;
- The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (i) of sub-section (2) of section 4 read with Rule 5;  
OR  
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
- The Registration shall be valid for a period commencing from **29/07/2017** and ending with **30/04/2021** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- That the promoter shall take all the pending approvals from the competent authorities

3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid  
Digitally Signed by  
Dr. Vasant Premchand Prabhu  
(Secretary, MahaRERA)  
Date: 7/29/2017 5:57:46 PM

Dated: 29/07/2017  
Place: Mumbai

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

2010 40 280  
2022

C - 3



MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No CHE/ES/1458/S/337(NEW)/FCC/2/Amend

COMMENCEMENT CERTIFICATE



To,  
Shri. Subhodh S. Runwal, Director of Wheelbrator  
Alloy Casting.  
Omkar and Runwal Esquare, Opp. Sion-Chunabhatti  
signal, Sion(E), Mumbai-400022

Sir,

With reference to your application No. **CHE/ES/1458/S/337(NEW)/FCC/2/Amend** Dated **18 Dec 2018** for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated **18 Dec 2018** of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. - C.T.S. No. **596, 596/1-6, 597, 597/1-7, 598, 598/1-3, 599A, 599A/1-81, 601, 602, 602/1-9, 603, 604, 605, 605/1-17, 606, 606/1-83, 607/1-31, 607A, 607D** Division / Village / Town Planning Scheme No. **KANJUR-W** situated at **LBS Marg Road / Street** in **S Ward** Ward .

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

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

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

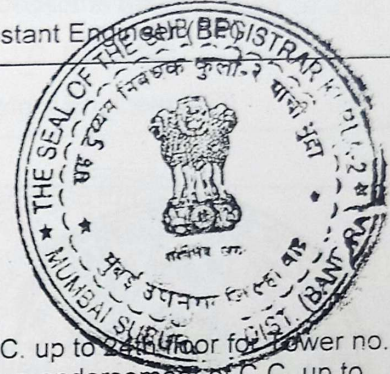
करल-२		
२०१८	२९	२४०
२०१९		

5 & 6, up to 22nd floor for Tower No. 7, up to 14th floor for Tower No. 8, upto 4th floor for Tower No. 9 & re-endorsement of C.C. up to 21st floor for Tower No. 1 and up to plinth for Tower No. 10 & 11 as per amended plans dated 13/06/2017.

Approved By

J.C.Siddhpura

Assistant Engineer (BP)



Issue On : 21 Jul 2017

Valid Upto : 06 Jan 2018

Application Number :

CHE/ES/1458/S/337(NEW)FCC/1/Old

Remark :

The C.C. up to 26th floor for Tower no.1, C.C. up to 23rd floor for Tower no. 3, C.C. up to 24th floor for Tower no. 5, C.C. up to 25th floor for Tower no. 6 & 7, C.C. up to 5th floor for Tower no. 9 & re-endorsement of C.C. up to 14th floor for Tower no. 4 & 8 and up to plinth for Tower no. 10 & 11 as per amended plans dated 19.07.2017.

Approved By

J.C.Siddhpura

Assistant Engineer (BP)

Issue On : 22 Dec 2017

Valid Upto : 06 Jan 2018

Application Number :

CHE/ES/1458/S/337(NEW)FCC/1/Old

Remark :

The full C.C. i.e. up to 35th floor for Tower no. 1, up to 30th floor for Tower no. 3, up to 25th floor for Tower no. 4, up to 30th floor for Tower no. 5 & 6, up to 29th floor for Tower no. 7, up to 19th floor for Tower no. 8, up to 8th floor for Tower no. 9 and re-endorsement of C.C. up to plinth for Tower No. 10 & 11 as per amended plans dated 14/12/2017

Approved By

J.C.Siddhpura

Assistant Engineer (BP)

Issue On : 07 Jun 2018

Valid Upto : 06 Jan 2019

Application Number :

CHE/ES/1458/S/337(NEW)FCC/1/Old

Remark :

करल-२		
२०८०	६३	२४०
२०१९		

Remark :

Full C.C. for Tower no. 4 i.e. for 1st to 38th upper floors, C.C. up to 27th floor for Tower No. 8, C.C. up to 10th floor for Tower No. 9 and re-endorsement of C.C. for Tower 1, Tower 3, Tower 5, Tower 6, Tower 7 & re-endorsement of C.C. up to plinth for Tower No. 10 & 11 as per amended plans dated 08/03/2019.

Approved By

J.C. DUSANE

Assistant Engineer (BP)

Issue On : 27 May 2019

Valid Upto : 06 Jan 2020

Application Number :

CHE/ES/1458/S/337(NEW)/FCC/2/Amend

Remark :

Further C.C. up to 30th floor for Tower no. 8 and re-endorsement of C.C. for Tower 1, Tower 3, Tower 5, Tower 6, Tower 7, re-endorsement of CC upto 10th floor for Tower no 9 & re-endorsement of C.C. up to plinth for Tower No. 10 & 11 as per amended plans dated 08/03/2019.



Name : JAYESH CHHAGAN  
DUSANE  
Designation : Assistant  
Engineer  
Organization : MCGM  
Date : 27-May-2019 \*3: 34:34

For and on behalf of Local Authority  
Municipal Corporation of Greater Mumbai

Assistant Engineer . Building Proposal

Eastern Suburb S Ward Ward

Cc to :

1. Architect.
2. Collector Mumbai Suburban /Mumbai District.



## गावाचे नाव : कांजूर

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	21301000
(3) बाजारभाव (भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	18139441.95
(4) भू-मापन, पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव: मुंबई मनपा इतर वर्णन : सदनिका नं: सदनिका नं. टी8-3503, माळा नं: 35 वा मजला, बिल्डींग नं. टी8, इमारतीचे नाव: मॅग्रेलिया, रुणवाल फ्लॉटस, ब्लॉक नं: कांजूर पश्चिम मुंबई 400078, रोड : एल बी एस मार्ग, इतर माहिती: सोबत 1 कारपार्किंग ( ( C.T.S. Number : 596,596/1-6, 597,597/1-7,598,598/1-3, 599A,599A/1-81, 601,602,602/1-9,603,604,605,605/1-17,606,606/1-83,607A,607/1-31 AND 607D ; ) )
(5) क्षेत्रफळ	1) 100.46 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा- या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:- विलाब्रेटर अलॉय कास्टिंग्स लिमिटेड चे प्राधिकृत व्यक्ती सोहित बाजपई तर्फे मुखत्यार गणेश शेटी वय:-58; पत्ता:- प्लॉट नं: ऑफिस, माळा नं: 4 था मजला, इमारतीचे नाव: रुणवाल अँड ओमकार एस्काइर, ब्लॉक नं: सायन पूर्व मुंबई, रोड नं: ऑप सायन चुनाभट्टी सिग्नल, ऑफ इस्टर्न एक्सप्रेस हायवे, महाराष्ट्र, मुंबई. पिन कोड:-400022 पॅन नं:-AAACW0462F
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:- हरीश चंदर कारगेती वय:-35; पत्ता:- प्लॉट नं: एफ-61, माळा नं: -, इमारतीचे नाव: महिंद्रा पार्क को-ऑप हौ सो लि, ब्लॉक नं: घाटकोपर पश्चिम मुंबई, रोड नं: एल बी एस रोड, महाराष्ट्र, मुंबई. पिन कोड:-400086 पॅन नं:-AHTPC8897K 2): नाव:- मिनाक्षी कारगेती वय:-34; पत्ता:- प्लॉट नं: एफ-61, माळा नं: -, इमारतीचे नाव: महिंद्रा पार्क को-ऑप हौ सो लि, ब्लॉक नं: घाटकोपर पश्चिम मुंबई, रोड नं: एल बी एस रोड, महाराष्ट्र, मुंबई. पिन कोड:-400086 पॅन नं:-BSCPS0070F
(9) दस्तऐवज करून दिल्याचा दिनांक	25/07/2019
(10) दस्त नोंदणी केल्याचा दिनांक	25/07/2019
(11) अनुक्रमांक, खंड व पृष्ठ	9080/2019
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	1278200
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेरा	

