

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made and entered into at Mumbai on this ___ day of August, in the Christian Calendar Year, Two Thousand and Twenty Four;

BETWEEN

Mr. Rajiv Manohar Juman and Ms. Supriya Madhukar More, Resident Indians having their address at 8, Silver Palace, Pali Mala Road, Bandra (West), Mumbai-400050, hereinafter collectively referred to as the “Vendors” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, legal representatives, administrators, executors, successors and permitted assigns) of the **One Part**;

AND

Ms. Madhuja Banerjee having her address at Flat No. 1B, Shantiniketan Apartment, 242, Jodhpur Park, Kolkata 700068 hereinafter collectively referred to as the “Purchaser” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include her respective heirs, legal representatives, administrators, executors, successors and permitted assigns) of the **Second Part**;

AND

Keyana Estate LLP (formerly known as Kiyana Ventures LLP), a limited liability partnership, duly incorporated under the provisions of Limited Liability Partnership Act, 2008, having its Registered Office at 101, Kalpataru Synergy, Opposite Grand Hyatt, Santacruz (East), Mumbai-400055, hereinafter referred to as “**the Confirming**

Party” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partners or partner for the time being of the said limited liability partnership, and the successors and assigns of the last surviving partner) of the **Third Part**;

The Vendors, the Purchaser and the Confirming Party are individually referred as the **“Party”** and collectively referred as **“the Parties”**

WHEREAS:

- (A) By an Agreement for Sale dated 23rd June 2016, hereinafter referred to as **“the said Agreement for Sale”**), executed by and between the Confirming Party herein (therein referred to as **“the Developer”**) and the Vendors herein, (therein referred to as **“the Purchaser”**), and registered with the Office of the Sub-Registrar of Assurances at Mumbai under serial No. BRL-2-6340-2016, Vendors agreed to purchase from the Confirming Party a residential premises viz. Flat No. 116 admeasuring approximately 77.95 Square Meters that is 839 Square Feet MOFA Carpet Area (equivalent to 75.74 Square Meters that is 815 Square Feet RERA Carpet Area), on the 11th floor of Wing C – Allura along with Enclosed Balcony/Utility area admeasuring approximately 2.81 Square Meters, that is, approximately 30 Square Feet and Balcony (Open) area admeasuring approximately 3.36 Square Meters, that is, approximately 36 Square Feet, (**“the said Flat”**) along with the exclusive use of 01 (one) car parking space at Podium 1 Level (**“the said Parking Spaces”**), hereinafter collectively referred to as (**“the said Premises”**) in the Complex known as **“Kalpataru Radiance”**, Situated at CTS No. 260/5A, Village Pahadi Goregaon (West), Mumbai – 400104 more particularly described in the **Schedule** hereunder written for a lump sum Consideration of Rs.1,94,14,882/- (Rupees One Crore Ninety Four Lakhs Fourteen Thousand Eight Hundred and Eighty Two Only) along with applicable

taxes and on the other terms and conditions specifically contained therein;

- (B) The Vendors have made diverse payments aggregating to a sum of Rs. 1,93,99,146/- (Rupees One Crore Ninety-Three Lakhs Ninety Nine Thousand One Hundred and Forty Six Only) to the Confirming Party towards Consideration amount and applicable taxes agreed by them to be paid to the Confirming Party under the said Agreement for Sale and cost sheet.
- (C) The Vendors had availed loan under the Loan Account No. 237866 (“the said Loan”) from Citibank (now served by Axis Bank) (“the said Bank”) for purchase of the said Premises. Presently the said Loan has been closed and the said Bank has issued No Dues Certificate dated June 26, 2024, annexed herewith as Annexure I.
- (D) The Confirming party with effect from 8th May 2023, has changed its name from Kiyana Ventures LLP to Keyana Estate LLP. Fresh certificate of incorporation issued by Ministry of Corporate Affairs, Government of India is attached herewith as Annexure-II.
- (E) The Vendors now desire to sell the said Premises and the Purchaser has approached the Vendors with an offer to purchase the same for a Consideration and on the terms and conditions mutually agreed between them and contained herein;
- (F) That by virtue of this Agreement for Sale entered into between the Parties, the Vendors have agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Vendors their right, title and interest including ownership and possessory rights in respect of the said Premises and all the incidental and consequential rights, title, interest, benefits and gains acquired or derived or likely to be acquired or derived for full and final Consideration of the sum of **Rs. 2,91,00,000/- (Rupees Two Crores Ninety-One Lakhs Only)**, subject to

applicable statutory deduction at source. The Vendors have agreed that on payment thereof by the Purchaser to the Vendors and payment of Society Charges and applicable taxes of **Rs. 9,72,988/- (Rupees Nine Lakhs Seventy-Two Thousand Nine Hundred and Eighty-Eight Only)** by the Purchaser to the Confirming Party in the manner specified herein, the Purchaser shall be entitled to receive possession of the said Flat in pursuance hereof and thereof directly from the Confirming Party, on the terms and conditions mentioned in the said Agreement for Sale, executed between the Confirming Party and the Vendors;

IT IS HEREBY AGREED, DECLARED AND CONFIRMED BY AND BETWEEN THE PARTIES

HERETO AS FOLLOWS:

1. The Parties hereto agree that the aforesaid recitals be treated as part and parcel of the terms of this Agreement for Sale which terms are agreed between the Parties hereto.
2. The Vendors do hereby agree to sell and transfer to the Purchaser and the Purchaser does hereby agree to purchase and acquire from the Vendors, the said Flat No. 116 admeasuring approximately 77.95 Square Meters that is 839 Square Feet MOFA Carpet Area (equivalent to 75.74 Square Meters that is 815 Square Feet RERA Carpet Area), on the 11th floor of Wing C – Allura along with Enclosed Balcony/Utility area admeasuring approximately 2.81 Square Meters, that is, approximately 30 Square Feet and Balcony (Open) area admeasuring approximately 3.36 Square Meters, that is, approximately 36 Square Feet, along with the exclusive use of 01 (one) car parking space at Podium 1 Level in the complex known as **“Kalpataru Radiance”**, Situated at CTS No. 260/5A, Village Pahadi Goregaon (West), Mumbai – 400104 along with its ownership and possessory right and all other incidental and consequential rights, title and interests attached therewith for the full and final Consideration amount of **Rs.**

2,91,00,000/- (Rupees Two Crores Ninety One Lakhs Only), subject to applicable statutory deduction at source payable by the Purchaser in the manner set out herein. The relevant particulars of the said Flat and car parking space are more particularly set out in the **Schedule** hereunder written.

3. The Purchaser shall pay the said Consideration amount of **Rs. 2,91,00,000/- (Rupees Two Crores Ninety One Lakhs Only)** for purchase of the said Premises to the Vendors, subject to applicable deduction of taxes at source, in the following manner:-

a. In accordance with MOU dated 8th July 2024 executed between the Vendors and the Purchaser, the Purchaser has made following diverse payments, receipt of which is acknowledged by the Vendors.

No.	Date	Payment Details	Rs.
01	24 th June 2024	Amount transferred electronically through NEFT to the credit of Mr. Rajiv Jumani account bearing no. 028010100405829 with Axis Bank Bandra West Branch vide Transaction Reference No. IMPS/P2A/417618653945/MADHUJAB	50,000/-
02	8 th July 2024	Amount transferred vide Cheque No.00032 dated 8 th July 2024 to the credit of Mr. Rajiv Jumani account bearing no. 028010100405829 with Axis Bank Bandra West Branch.	14,50,000
03	2 nd August 2024	Amount transferred electronically vide Cheque No. 040861 to the credit of Mr. Rajiv Jumani account bearing no. 028010100405829 with Axis Bank Bandra West Branch.	1,23,09,000/-
04	5 th August 2024	TDS deposited on the Income Tax Portal to the credit of Mr. Rajiv Jumani vide Acknowledgement No. AL08698852	2,91,000/-
		Total	1,41,00,000/-

- b. The Purchaser shall pay Rs. 1,50,00,000/- (Rupees One Crore Fifty Lakhs Only) to the Vendors through own sources or through loan from Bank or Financial Institution within 30 (Thirty) days of signing of the Agreement.
4. In addition to the amounts as mentioned in clause 3 above, the Purchaser hereby agrees to pay Society Charges and applicable taxes of Rs.9,72,988/- (Rupees Nine Lakhs Seventy Two Thousand Nine Hundred and Eighty Eight Only) within 30 (Thirty) days from the date of this Agreement as provided in the Cost Sheet dated 22nd April 2013 as if the Cost Sheet were executed between the Confirming Party and Purchasers herein.
5. Time is the essence of this Agreement for Sale. In the event, the Purchaser fails and/or neglects or refuses to pay the amount to be paid to the Vendors and/or to Confirming Party as specified in clause 3 and 4 above, the Vendors and Confirming Party shall grant the Purchaser time to pay the same within a further period of 15 (Fifteen) days. In the event the Purchaser fails to make the payment within such extended period also, in that event the Vendors shall be entitled to terminate this agreement and the part payment made by the Purchaser to the Vendors shall be refunded after deducting a liquidated damages of Rs.5,00,000/- (Rupees Five Lakh Only). After such termination the Vendors shall be entitled to sell the said Premises to any other interested purchaser. Vendors shall provide copy of such termination notice to the Confirming Party and shall indemnify the Confirming Party in case of any claim from the Purchaser. On such termination, Parties shall execute and register Deed of Cancellation recording terms of such cancellation. All the costs associated with termination or cancellation (including legal cost and any indemnification claim by the Confirming Party) will be paid by the Purchaser.
6. In the event, the Purchaser fails and/or neglects or refuses to pay any amount to be paid to the Vendors and/or the Confirming Party as specified in clause 3 and 4 above, the Vendors and/or the Confirming Party shall be entitled to

recover the same with interest at the rate marginal cost of lending rate of State Bank of India for maximum tenure (SBI MCLR) plus 2% p.a. from the due date till the date of payment and/or realization. The Confirming Party will not hand over possession of the said Premises to the Purchaser, until the total amount due including interest and other charges, if any, is fully paid by the Purchaser.

7. The Confirming Party has duly represented that they shall intimate possession of the said Flat to the Purchaser on or before 31st August 2024 along with a grace period of 6 months, subject to all payments being made by the Purchaser
8. The Confirming Party agrees and confirms that on execution hereof and on receipt of the amounts receivable and TDS certificate by the Vendors and them as above, they shall put the Purchaser in quiet, vacant and peaceful possession of the said Flat within 30 days from the date of receipt of the amount receivable and shall issue a possession letter in due course confirming the same. The Vendors and the Confirming Party agree and confirm that the Purchaser is entitled to the ownership, possession and all benefits in respect of the said Premises for all purposes and intents on the terms and conditions hereof and on the terms and conditions contained in the said Agreement for Sale dated 23rd June 2016, and other writings executed or to be executed with the Purchaser in respect thereof and on specific assurance of the Purchaser to strictly comply with, abide by and adhere to them.
9. The Purchaser is and shall be liable to bear and pay regularly, in terms of the said Agreement for Sale and this Agreement for Sale, the monthly maintenance charges and other outgoings in respect of the said Premises as and when demanded by the Confirming Party in writing from the Purchaser in respect of Wing 'Allura" (C-Wing) of the said Complex, irrespective of the date on which the Purchaser would take possession of the said Flat from the Confirming Party for any reason whatsoever.

10. The Vendors hereby declare, confirm and represent that:

- a.** As contained hereinabove, the said Premises is clear, marketable and free from all encumbrances and that the Vendors is absolutely entitled to the said Premises and no other person or persons has or shall have any right, title, interest, claim or demand of any nature whatsoever in respect of the said Premises, the Purchaser shall be exclusive owner after payment of entire sum mentioned in clause 3 and 4 above, they shall be entitled to possession of the said Flat and to the benefits incidental and consequential thereto and attached therewith;
- b.** Mr. Rajiv Manohar Jumani and Ms. Supriya Madhukar More are joint holders of the said Premises and the entire Consideration in respect of the said Premises, as per clause 3, shall be paid to Mr. Rajiv Manohar Jumani and TDS amount shall be deposited with Income Tax in the single name of Mr. Rajiv Manohar Jumani.
- c.** Save and except the dues payable to the Confirming Party, the Vendors have in themselves, good title, full right and absolute authority to enter into this Agreement for Sale and to deal with the said Premises;
- d.** The Vendors have not committed or omitted to do any act, deed, matter or thing whereby the right of ownership and enjoyment of the said Premises by the Purchaser may be prejudicially affected or encumbered in any manner whatsoever, save and except in terms of the amount payable to the Confirming Party as per clause 4 above
- e.** The Vendors have not sold nor have they agreed to sell to any person/s, other than to the Purchaser, the said Premises and/or their right, title, interest thereto nor have the Vendors mortgaged or charged or created any lien or otherwise encumbered the said Premises in any manner whatsoever.

- f.** The Vendors hereby agree to indemnify and keep indemnified the Purchaser and the Confirming Party in the event they suffer any loss or damage due to any demands or claims by way of, mortgage, inheritance, sale, exchange, possession, lien, gift, trust being brought forward at any time in future by any third party due to any of the representations and warranties of the Vendors being wrong, to the extent of the loss or damage suffered by the Purchaser or any person/s claiming through them and/ or the Confirming Party.
- g.** That after making the entire payment to the Vendors and the Confirming Party, the Purchaser shall be entitled to peacefully and quietly enter upon and enjoy the rights, benefits and privileges, ownership and possession in respect of the said Premises without any interference, disturbance, interruption, claim or demand whatsoever from or by the Vendors or any of them and Confirming Party and/or any person or persons lawfully and equitably claiming by, from, through, under or in trust for the Vendors and/or the Confirming Party;
- h.** That there is no attachment or notice of lis-pendens or any litigation pending or subsisting in respect of the said Premises and/or in respect of the benefits, rights and privileges including the occupation and ownership thereof;
- i.** That the Vendors have not received any notice from the Government or any other public body or authority for acquisition or requisition of the said Premises;
- j.** The Vendors represent that as stated herein above, at present, no Bank or Financial institution or Company or other person or persons or trust have or any claim or charge on the said Premises, except charge of the

Confirming Party to the extent of amount payable to them under clause 4.

- k.** That the Purchaser has entered into this Agreement for Sale and agreed to pay to the Vendors and Confirming Party, respectively the Consideration amount and/or part thereof and Society Charges along with applicable taxes as stated above, relying upon the truthfulness of the declarations and representations made by the Vendors and the Confirming party herein.

11. The Confirming Party hereby confirms that as on the date of this Agreement for Sale:

- a.** The Confirming Party has sold to the Vendors herein the said Premises and the Vendors are entitled to the same with all their rights as absolute owners, upon making the payment as per clause 4 above and on compliance of the terms and conditions as set out in the said Agreement for Sale dated 23rd June 2016 and cost sheet.
- b.** That construction of the Complex/Building is completed in accordance with the plans approved by the planning authority and the Confirming Party has received occupation certificate for Wing 'Allura' (C Wing) along with other wings in Kalpataru Radiance on 10th April 2023, a copy of occupation certificate is attached herewith as Annexure III.
- c.** That the Purchaser shall be put in possession of the said Premises on payment of the amount as per clause 4 above;
- d.** The Confirming Party agrees and confirms that there are no other outstanding dues payable by the Vendors to them (and in turn, by the Purchaser herein) save and except the amount as per clause 4 above in respect of the said Premises.

- 12.** The Vendors have obtained the Provisional No Objection Certificate from the Confirming Party and the Confirming Party has issued the same for the sale of all right, title and interest of the Vendors in the said Flat/Premises in favor of the Purchaser.
- 13.** It is specifically agreed by and between the Parties hereto that the terms, conditions, covenants, stipulations, obligations and undertakings contained in the said Agreement for Sale dated 23rd June 2016 shall form an integral part of these presents as if they are all set out and reproduced verbatim herein and the Purchaser hereby undertakes to observe, comply with and abide by all the terms, conditions, covenants, stipulations and obligations so far as they relate to the said Premises as if the said Agreement for Sale were originally executed between the Confirming Party herein as Developer therein and the Purchaser herein, as the Purchaser therein. The said Agreements for Sale stands amended to the effect provided under the Schedule appended to this Agreement for Sale.
- 14.** The Vendors agree and confirm that on receipt of the amount payable by the Purchaser as specified in Clause 3 and 4 hereinabove, on or before due dates, the Vendors shall have no claim of any nature against the Confirming Party and the Vendors shall be deemed to have permanently waived, relinquished and given up all of their rights, title, interests and claims in respect of the said Premises, created by the Confirming Party in their favour, by the said Agreement for Sale dated 23rd June 2016. Similarly, the Confirming Party agrees and confirms that on receipt of amounts from the Purchasers as described in clause 4 above, the Confirming Party shall have no claim in respect thereof against the Vendors and the Confirming Party shall be entitled to assume, accept and recognize the Purchaser herein as the Purchaser of the said Premises under the said Agreement for Sale dated 23rd June 2016 as if the said Agreement for Sale were originally executed between them as Confirming Party and the Purchaser herein, as the Developer and the Purchaser therein.

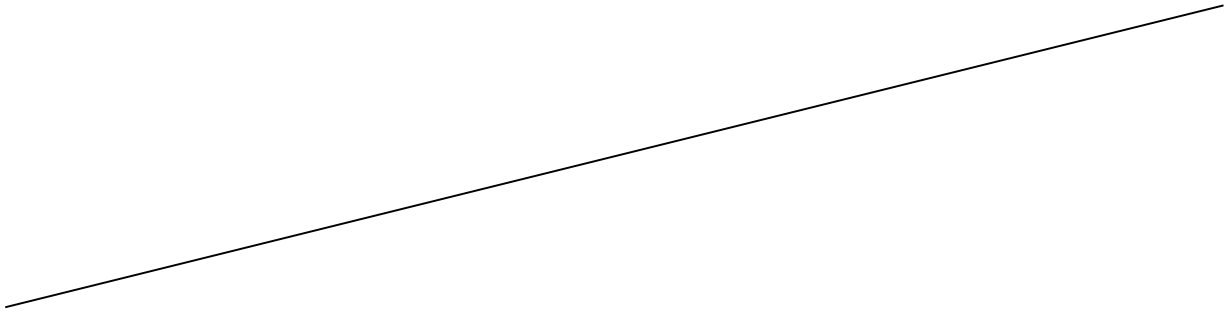
- 15.** That on completion of the sale, as envisaged hereinabove, and on receipt of the entire Consideration by the Vendors and the Confirming Party, in the event of a Co-operative Housing Society/Company/Condominium being formed by/comprising all the flat purchasers in the said building and/ or the said complex, the Vendors and the Confirming Party agree and confirm that the Purchaser shall be entitled to become and the Purchaser shall become member of the said Co-operative Housing Society / Company/ Condominium and avail themselves of the benefits of the said membership and the Vendors shall not be entitled to claim any benefit arising out of the same and the Vendors do and each of them do hereby give their respective unconditional consent and no objection in favour of the Purchaser to all the benefits arising out of and related to the said Premises and every part and parcel thereof and the Purchaser would be entitled to become member of the said Society and would be entitled for the Share Certificate as and when the said Co-operative Housing Society / Company/ Condominium would be formed and registered.
- 16.** The Vendors and the Confirming Party shall, at the request of the Purchaser, present himself/herself/themselves/itself, either in person or through their respective authorized representatives as the case may be, in the Office of the concerned Registrar/Sub-Registrar of Assurances, Mumbai and any other Competent Authority to admit execution of this Agreement for Sale and for all other incidental and consequential acts, deeds and things, as a matter of convenience and with an intention to avoid delay and for the proper and complete implementation of this Agreement for Sale in respect of said Premises in favour of the Purchaser.
- 17.** The Purchaser agrees that the stamp duty and registration charges in respect of this transaction on this Agreement for Sale shall be borne and paid by her. The Vendors and the Confirming Party shall in no event, bear or pay any amount of stamp duty or registration charges or any other charges of any nature

whatsoever. Each party hereto shall bear and pay their respective legal costs, if any.

18. The Vendors, the Purchaser and the Confirming Party are assessed to Income Tax and their respective Permanent Account Numbers are:

Mr. Rajiv Manohar Jumani	AGYPJ3181H
Ms. Supriya Madhukar More	AMHPM1822D
Ms. Madhuja Banerjee	AJMPB1836E
Keyana Estate LLP (Formerly known as Kiyana Ventures LLP)	AAKFK3876C

19. This Agreement is subject to the exclusive jurisdiction of Courts at Mumbai.



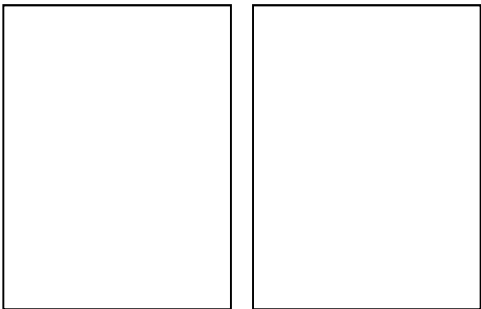
THE SCHEDULE ABOVE REFERRED TO:

(A) Description of the said Premises

Flat No. 116 admeasuring approximately 77.95 Square Meters that is 839 Square Feet MOFA Carpet Area (equivalent to 75.74 Square Meters that is 815 Square Feet RERA Carpet Area), on the 11th floor of Wing C – Allura along with Enclosed Balcony/Utility area admeasuring approximately 2.81 Square Meters, that is, approximately 30 Square Feet and Balcony (Open) area admeasuring approximately 3.36 Square Meters, that is, approximately 36 Square Feet, along with the exclusive use of 01 (one) car parking space at Podium 1 Level in the Complex known as “**Kalpataru Radiance**”, constructed on Plot No. R8, CTS No. 260/5A of Village Pahadi, Goregaon (West), Mumbai – 400 104.

(B) Estimated Date of Possession: 31st August 2024

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

SIGNED by the within named Vendors ,) Mr. Rajiv Manohar Juman and Ms.) Supriya Madhukar More in the) presence of)))))		
			Mr. Rajiv Manohar Juman
			Photograph/Left Thumb Impression

				<p>Ms. Supriya Madhukar More Photograph/Left Thumb Impression</p>

<p>SIGNED by the within named) Purchasers, Ms. Madhuja Banerjee in) the presence of)))))))</p>				
				<p>Ms. Madhuja Banerjee Photograph/Left Thumb Impression</p>

<p>Signed for the within named Confirming) Party, Keyana Estate LLP (Formerly) know as Kiyana Ventures LLP) by its) Partner/Constituted Attorney,) _____) in the presence of.....)))))</p>				
				<p>For Keyana Estate LLP (Formerly know as Kiyana Ventures LLP) Partner/Constituted Attorney</p>

		<p>Mr. _____ Photograph/Left Thumb Impression</p>
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Receipt

Received on execution hereof, of and from the within named Purchaser the sum of Rs. 1,41,00,000/- (Rupees One Crore Forty One Lakhs Only) being the part Consideration Amount

Mr. Rajiv Manohar Jumani

Ms. Supriya Madhukar More

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Dated this ____ day of August, 2024.

=====

Mr. Rajiv Manohar Jumani

Ms. Supriya Madhukar More

..... the Vendors

AND

Ms. Madhuja Banerjee

..... the Purchasers

AND

Keyana Estate LLP

(Formerly known as Kiyana Ventures LLP)

.....the Confirming Party

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AGREEMENT FOR SALE

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**In respect of Flat No. 116 on the 11th floor,
in Wing C-Allura of in the Complex known
as “Kalpataru Radiance”, Situated at CTS
No. 260/5A, Village Pahadi Goregaon
(West), Mumbai – 400104**