

367/6615

Thursday, April 18, 2024

12:12 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 7148 दिनांक: 18/04/2024

गावाचे नाव: मागाठाणे

दस्तावेजाचा अनुक्रमांक: बरल-2-6615-2024

दस्तावेजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: अनिल काशीराम गमरे

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2920.00

पृष्ठांची संख्या: 146

एकूण:

रु. 32920.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे
12:31 PM ह्या वेळेस मिळेल.

बाजार मूल्य: रु. 12566945.235 /-

मोबदला रु. 15832250/-

भरलेले मुद्रांक शुल्क : रु. 950000/-

सह. दु. नि. का-बोरीवली 2

सह. दुय्यम निबंधक बोरीवली-२
मुंबई उपनगर जिल्हा.

1) देयकाचा प्रकार: DHC रकम: रु. 920/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 0424184505114 दिनांक: 18/04/2024

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रकम: रु. 2000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 0424183605025 दिनांक: 18/04/2024

बँकेचे नाव व पत्ता:

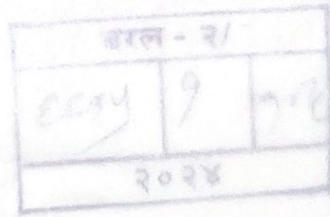
3) देयकाचा प्रकार: eChallan रकम: रु. 30000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH000580963202425E दिनांक: 18/04/2024

बँकेचे नाव व पत्ता:

REGISTERED ORIGINAL DOCUMENT
DELIVERED ON 19/04/24

4/18/2024



मल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)					
Valuation ID	202404182262			18 April 2024 11:31:24 AM	
सालाहनाम्याचे वर्ष	2024				
शहर	मुंबई (उत्तर)				
मूल्य विभाग	86-वाणाडणे (पंचोक्ली)				
अन्य मूल्य विभाग	शुभ्रांग उद्योग वावणी सीमा, पूर्वम गटद्वीप उद्योग, रॉडब्लॉक 36.60 मी म्द वि. सी. रस्ता, पॅडिंगम वाव सीमा, पॅडिंगम टुलसी मार्ग				
सर्व्हे संख्या वा भू क्रमांक	मि.टी.एस. नंबर# 179				
आर्थिक मूल्य दर सहाय्यानुसार मूल्यांकन रु.					
सुपीचे प्रमाण (69980)	विवारी मरदिका	बांधीव	दुकाने	औद्योगिक	वेळवानताचे एकक
	156390	179850	213800	156390	शेराय क्षेत्र
बांधीव क्षेत्राची माहिती					
बांधकाम स्वरूप (Built Up)-	78शेराय मीटर	मिळकतीचा वापर-	विवारी मरदिका	मिळकतीचा प्रकार-	बांधीव
बांधकामाचे तशीकाम-	1-अप से सी	मिळकतीचे बंध-	0 TO 2ले	बांधकामाचा दर -	Rs. 30250/-
व्यवसाय मरदिका-	असे	यवसाय -	11th floor To 20th floor		
घोषित झोपटपट्टी/ टुन्ड्रीट कंपनी/भरतान (LIG व EWS मरदिका)/यंत्रम मूल्यांकनाने बांधी क्षेत्र					
प्रकार मरदिका -					
Sale Type - First Sale					
Sale/Resale of built up Property constructed after circular dt.02/01/2018					
बांधकाम मरदिका परत/वाढ = 110% apply to rate= Rs. 154826/-					
घराम-वास्तव मिळकतीचा प्रति शे. मीटर मूल्य					
= ((आर्थिक मूल्य - सुण्या शिथिलीया दर) * घराम-वास्तव टक्केवारी) * सुण्या शिथिलीया दर)					
= (((154826-69980) * (100 / 100)) + 69980)					
= Rs. 154826/-					
A) मूल्य मिळकतीचे मूल्य	= घरील प्रमाण मूल्य दर * मिळकतीचे क्षेत्र				
	= 154826 * 78				
	= Rs. 12076428/-				
E) बांधकाम वास्तव मरदिकाचे क्षेत्र	13.94शेराय मीटर				
बांधकाम वास्तव मरदिकाचे मूल्य	= 13.94 * (140751 * 25/100)				
	= Rs. 490517.235/-				
Applicable Rules	= .10.4.16				
एकत्रित अंतिम मूल्य	= A + B + C + D + E + F + G + H + I + J				
	= 12076428 + 0 + 0 + 0 + 490517.235 + 0 + 0 + 0 + 0 + 0				
	= Rs. 12566945.235/-				

Home Print



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CHALLAN
MTR Form Number-6



GRN	MI-000560963202425E	BARCODE			Date	13/04/2024-11:43:20	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	BRL2_JT SUB REGISTRAR BORIVALI 2			PAN No.(If Applicable)	ABBP3200C			
Location	MUMBAI			Full Name	Mr Anil Kashiram Gamre and Mrs Shilpa Anil Gamre			
Year	2024-2025 One Time			Flat/Block No.	Flat No 1504 15th Floor Wing A Fortune Florence			
Account Head Details		Amount In Rs.		Premises/Building	19 - 1504			
0030045501	Stamp Duty	950000.00		Road/Street	Nr St John High School Siddharth Nagar Borivali East			
0030053301	Registration Fee	30000.00		Area/Locality	Mumbai			
				Town/City/District	MUMBAI			
				PIN	4 0 0 0 6 6			
				Remarks (If Any)	PAN2=AADC3892M-SecondPartyName=FORTUNE ACRES PVT LTD-			
				Amount In	Nine Lakh Eighty Thousand Rupees Only			
Total				Words	9,80,000.00			
Payment Details				FOR USE IN RECEIVING BANK				
STATE BANK OF INDIA				Bank CIN	Ref. No.	00040572024041386559 IK0CSHAJL1		
Cheque/DD Details				Bank Date	RBI Date	13/04/2024-11:45:16 Not Verified with RBI		
Name of Bank				Bank-Branch	STATE BANK OF INDIA			
Name of Branch				Scroll No. , Date	Not Verified with Scroll			

Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवल दृश्य निवेदन परीक्षण के लिए कार्यालय में ही करावयाच्या दस्तावेजासाठी लागू आहे. नोंदणी न करावयाच्या दस्तावेजासाठी सदर चलन लागू नाही.



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CHALLAN
MTR Form Number-6



GRN	MH000580963202425E	BARCODE			Date	13/04/2024-11:43:20	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	BRL2_JT SUB REGISTRAR BORIVALI 2			PAN No.(If Applicable)	ABBP3200C			
Location	MUMBAI			Full Name	Mr Anil Kashiram Gamre and Mrs Shilpa Anil Gamre			
Year	2024-2025 One Time			Flat/Block No.	Flat No 1504 15th Floor Wing A Fortune Florence			
Account Head Details		Amount In Rs.		Premises/Building				
0030045501	Stamp Duty	950000.00		Road/Street	Nr St John High School Siddharth Nagar Borivali East			
0030063301	Registration Fee	30000.00		Area/Locality	Mumbai			
				Town/City/District				
				PIN	4 0 0 0 6 6			
				Remarks (If Any)	PAN2=AADCF3892M-SecondPartyName=FORTUNE ACRES PVT LTD-			
				Amount In	Nine Lakh Eighty Thousand Rupees Only			
				Words	एक लाख अठ्ठासठ हजार रुपये केवल			
Total		9,80,000.00						
Payment Details				FOR USE IN RECEIVING BANK				
STATE BANK OF INDIA				Bank CIN	Ref. No.	00040572024041386659 IK0CSHAJL1		
Cheque-DD Details				Bank Date	RBI Date	13/04/2024-11:45:16 Not Verified with RBI		
Cheque/DD No.				Bank-Branch		STATE BANK OF INDIA		
Name of Bank				Scroll No. , Date		105 , 15/04/2024		
Name of Branch								
Department ID :				Mobile No. : 9867791726				
NOTE:- This challan is valid for document to be registered in sub-registrar office only. Not valid for unregistered document.								
Challan Defaced Details								
Sr. No.	Remarks	Defacement No.	Defacement Date	User Id	Defacement Amount			
1	(iS)-367-6615	0000439448202425	18/04/2024-12:12:08	IGRT191	30000.00			
2	(iS)-367-6615	0000439448202425	18/04/2024-12:12:08	IGRT191	950000.00			
Total Defacement Amount					9,80,000.00			



AGREEMENT FOR SALE

AGREEMENT FOR SALE ("Agreement") made at Mumbai on this 18th day of April, of the Year 2024.



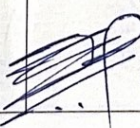
BY AND BETWEEN

M/s. FORTUNE ACRES PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 2013 and having its corporate identity number U70102MH2016PTC272119 and registered office at Office No.5, 1st Floor, Gulistan CHS Ltd, S.V. Road, Dahisar (E), Mumbai – 400 068, Maharashtra having PAN No. AADCF3892M, represented by its Authorized Signatory Mr. Faizan Malik Rozani, Aadhar No. 2947 6431 0610 authorized vide authorization dated 1st September 2023 hereinafter referred to as "**Developer**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title and assigns) of the **ONE PART**

AND

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Mr. Anil Kashiram Gamre, residing at B-101, Green Garden, Akurli Shree Riddhi Siddhi CHS Ltd, Mhada Layout, Lokhnwala Township, Kandivali East, Mumbai, Maharashtra 400101 having Aadhar No. 3607 9873 6443, PAN No. ABBPG3200C and Mrs. Shilpa Anil Gamre, residing at B-101, Akurli Shree Riddhi Siddhi CHS, Green Garden Building, Lokhnwala Township, Mhada

DEVELOPER  	FLAT HOLDER(S)  S.A. Gamre
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Layout, Kandivali East, Mumbai, Maharashtra 400101, having Aadhar No. 2387 0925 2474, Pan No. ALWPG5458P; (hereinafter jointly, as the case may be, referred to as the "Flat Holder/s", (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, executors, legal representatives, administrators and assigns) of the **OTHER PART**; (applicable in case of Joint Flat Holder/s)

The Developer and the Flat Holder/s are hereinafter collectively referred to as "**Parties**" and individually as "**Party**". Flat Holder/s shall include an Apartment & Flat Holder/s shall include a Shop / Office / Commercial Space, as the case maybe.

WHEREAS:

A. The Developer is seized and possessed of and well and sufficiently entitled to develop the Plot being Plot No 179/A admeasuring about 11,569.90 square meters situate, lying and being at Village Magathane, Mumbai Suburban District (hereinafter referred to as "**Plot A**") and Plot No. 179/B admeasuring about 16,947 square meters situate, lying and being at Village Magathane, Mumbai Suburban District (hereinafter referred to as "**Plot B**") (Collectively Plot A and Plot B admeasuring **28,516.90** square meters are referred as "**Development Plot**"). The said Plot A and Plot B are more particularly described in **First Schedule** and **Second Schedule** respectively hereunder.



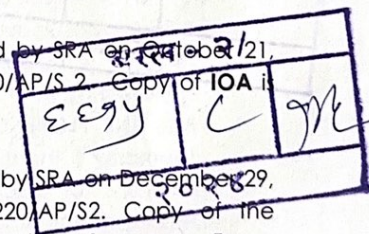
B. The State Government of Maharashtra is the owner and Imprint Constructions Private Limited have development rights in respect of Plot A (land bearing C.T.S No. 179/A), government owned slum land, and the same is clear, marketable and without any encumbrances, subject to the terms and conditions as contained in the notification dated April 16, 2008 and subject to the amounts payable pursuant to the letter dated June 20, 2009 issued by Slum Rehabilitation Authority (SRA) as amended from time to time. Imprint Constructions Private Limited has also received Letter of Intent (LOI) from SRA vide letter No. SRA/ENG/864/RC/PL&STGL/LOI Dated 5th March 2021 for Development of aforementioned slum land and will be entitled to receive free sale FSI with respect to the slum land.

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 C. With respect to Plot B (land bearing C.T.S No. 179/B), Khatau Makanji and Company Private Limited is the owner and has given M/s.

<p>DEVELOPER</p> <p><i>[Signature]</i></p> <p>MUMBAI</p>	<p>FLAT HOLDER(S)</p> <p><i>[Signature]</i></p> <p>S.A. Crane</p>
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Imprint Constructions Private Limited development rights of Plot B and is clear, marketable and without any encumbrances.

- D. M/s. Imprint Constructions Private Limited, the Developer and Others had entered into Scheme of Arrangement, wherein it was proposed to segregate the above plots along with related assets and liabilities into separate companies such that it will result in focused approach to exploit the growth potential of each of the projects ('Scheme'). The Scheme was sanctioned by the Hon'ble National Company Law Tribunal, Mumbai Bench vide its order dated May 2, 2023 ('Order').
- E. By virtue of the said order, the Developer was entitled to 941.97 sq. meters in Plot A and 3514.42 sq. meters in Plot B (collectively known as **Development Plot**) along with related assets and liabilities (admeasuring **4,456.39** square meters), including 185.86 square meters of the service plot on north side of the said plot.
- F. The Developer thus proposes and intends to construct one Sale Residential Tower on the said Sub Plot C admeasuring 4,456.39 sq. CTS NO. 179/A & CTS No. 179/B, situated, lying and being in Village Magathane, Mumbai Suburban, Borivali (E), Mumbai - 400 066 (hereinafter referred to as the "**Development Plot**") and more particularly described in the **Third Schedule** hereunder written.
- G. The Land is Free from All Encumbrances, save and except those as may be disclosed in the title report.
- H. The Developer had submitted the Plans to SRA and SRA had sanctioned the plans for construction on the Development Plot to be known as '**FORTUNE FLORENCE**' approved as Sale Building No. 2 in IOA bearing vide letter No. R-C/PVT/0003/20040220/AP/S 2 dated October 21, 2022 (hereinafter referred to as "**said Building**"). The Developer shall complete construction of building/s as per the Layout Plan of development of the said plot and shown in on the **Block Plan** hereto annexed and marked **Annexure - D**.
- I. The Intimation of Approval (**IOA**) is issued by SRA on October 21, 2022, bearing No. R-C/PVT/0003/20040220/AP/S 2. Copy of **IOA** is annexed hereto as **Annexure - E**.
- J. The Commencement Certificate is issued by SRA on December 29, 2022, bearing No. R-C/PVT/0003/20040220/AP/S2. Copy of the **Commencement Certificate** is annexed hereto as **Annexure - F**.



DEVELOPER	FLAT HOLDER(S)
 	 S. N. Gramme

K. No objection Certificate was issued by Fire Department on May 18, 2023 bearing no. P-15774/2023/(179A And other)/R/C/ Ward/MAGATHANE R/C/SRA.

L. The Developer has constructed self-contained independent residential/commercial Flats for sale to intending buyers on 'ownership basis' in the said Building under the provisions of the Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management & Transfer) Act, 1963 (hereinafter referred to as "MOFA") and rules along with Real Estate (Regulation and Development) Act, 2016, ("RERA") and the rules and regulations thereunder made thereunder.

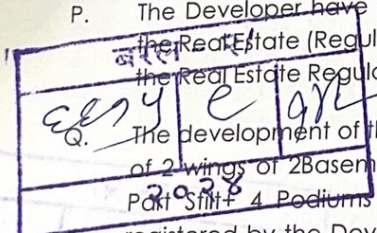
M. The Developer has opened a separate account in Yes Bank Limited in Branch at Thakur Village, Kandivali (E), Mumbai – 400 066 for the purpose as provided in sub-clause (D) of clause (I) of sub-section (2) of Section 4 of the Act.



The Developer has represented that the installments paid by the Flat Holder/s shall be deposited in an account specified for the said development project and shall be utilized in accordance with the guidelines and provisions of the Real Estate (Regulation and Development) Act, 2016 and MAHARERA Rules formed thereunder.

The Developer has expressly informed the Flat Holder/s that, the Developer, subject to plans sanctioned /approved by the SRA, is entitled for approximate 37,008.69 Sq. Mtrs. of FSI or thereabouts on the said Plot by which the Developer intends to develop the said plot by constructing the said Building.

P. The Developer have registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 (RERA) with the Real Estate Regulatory Authority at no. **P51800052043**.



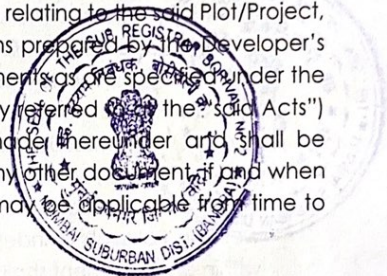
Q. The development of the said Plot, with Residential Tower comprising of 2 wings of 2 Basements +Gr (Pt) with Commercial Showrooms & Port Smt + 4 Podiums +Amenity Floor+6th to 37th Floor, has been registered by the Developer as a 'real estate project' in the name "**FORTUNE FLORENCE**" with the Real Estate Regulatory Authority ("**Authority**") (hereinafter referred to as said Project"), under the provisions of Section 5 of the Real state (Regulation and Development) Act, 2016, ("**RERA**") read with the provisions of the Maharashtra Real Estate (Regulation and Development)

<p>DEVELOPER</p>  	<p>FLAT HOLDER(S)</p>  <p>S.A. Gamm</p>
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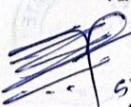
(Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("RERA Rules") and the Regulations. The Authority has duly issued Certificate of Registration No. P51800052043 dated July 19, 2023, as amended for the said Project, and a copy of the RERA Certificate is annexed and marked as **Annexure - H** hereto.

R. The Flat Holder/s have, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate of the said Project to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Flat Holder/s has agreed and consented to the development of the said Project, in the manner mentioned in the RERA Certificate. The Flat Holder/s has also examined all documents and information uploaded by the Developer on the website of the Authority as required by RERA and the RERA Rules and Regulations and has understood the documents and information in all respects. The Flat Holder/s demanded from the Developer and the Developer has given the inspection to the Flat Holder/s of all the documents of title relating to the said Plot/Project, the plans, designs and specifications prepared by the Developer's Architects and of such other documents as are specified under the MOFA, RERA (hereinafter collectively referred to as the "said Acts") and the Rules and Regulations made thereunder and shall be provided to the Flat Holder/s with any other document if and when necessary under any other law as may be applicable from time to time.

S. After satisfying themselves with regard to the title of the said Plot and after perusal of all the orders and various permissions, sanctions and approvals mentioned hereinabove, the Flat Holder/s has applied, and the Developer has agreed to transfer to the Flat Holder/s under the provisions of the Acts and the Rules and regulations made thereunder, residential Flat of the said Building "**FORTUNE FLORENCE**" (hereinafter referred to as the "said Flat" more particularly described in the Fourth Schedule hereunder written and delineated on the Floor Plan thereof and thereon shown surrounded by Black color boundary line in the said Project along with the right to use and enjoy proportionate share in the common areas, amenities and facilities of the said Building with full notice of the terms conditions and provisions contained in documents hereinabove and subject to the terms and conditions hereinafter;



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DEVELOPER  	FLAT HOLDER(S)  S. A. Ganx
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T. The said Building is provided with specifications, common areas, fixtures, fittings and amenities, details whereof are set out in the **Annexure - B** hereunder written.

U. For the purpose of this Agreement as per the provisions of RERA, the definition of "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment. Explanation - For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the Flat Holder/s; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the Flat Holder/s and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the Flat Holder/s. The expression "walls" would mean walls made of Reinforced Cement Concrete (RCC) or plain concrete or Shear walls or walls made from bricks or blocks or precast materials or dry walls or walls made of any material or composition of one or more of any of the materials and shall include column(s) within or adjoining or attached to the wall. All walls which are constructed or provided on the external face of an apartment shall be regarded as "external wall" and all walls or independent columns constructed or provided within an apartment shall be regarded as "internal partition wall".



V. The Developer has obtained Title certificate for the Project Land dated May 30, 2023 (hereinafter referred to as the "**Certificate of Title**"), a copy whereof is annexed hereto and marked **Annexure - G**;

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W. Prior to the execution of these presents the Flat Holder/s has / have paid to the Developer, a part payment of the sale price of the said Flat agreed to be sold by the Developer to the Flat Holder/s as advance payment or deposit (the payment and receipt whereof the Developer doth hereby admit and acknowledge at the foot of these presents) and the Flat Holder /s has / have agreed to pay to the Developer balance of the sale consideration and other charges in the manner hereinafter appearing in **Annexure - A** annexed hereto.

DEVELOPER  	FLAT HOLDER(S)  S.A. Kamre
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- X. Relying upon the application, declaration and agreement, the Developer have agreed to sell to the Flat Holder/s the said Flat at the price and on the terms and conditions hereinafter appearing.
- Y. The Developer has also agreed to permit the Flat Holder/s to use car parking space to be allotted on the Basements/ground/podium/stilt level of the said Building (hereinafter referred to as the "Car Park/s") which will be maintained and operated by the Association of Flat Holder/s to be promoted/ registered by the Developer.
- Z. The said Flat together with the proportionate share in common areas, amenities, and facilities with the right to use the Car Parks are hereinafter collectively referred to as the "said Premises".
- AA. The Developer has complied and will comply with all the terms and conditions under the Agreement to Lease, Allotment Letter, permissions, sanctions and approvals granted/issued by SRA and/or other concerned authorities.
- BB. The Developer has engaged the services of architects and structural engineers for planning the proposed development of the said Plot and for preparation of structural designs and drawings of the said Plot;
- CC. The Flat Holder/s are aware that the Developer has obtained approval from the Government of India, Ministry of Environment Forests and Climate Change, issued by SEIAA (State Environment Impact Assessment Authority), Maharashtra, vide EC Identification No. EC23B039MH166776 (hereinafter referred to as the "**MOEF Permissions**"). The Flat Holder/s are aware that the development permission shall be granted to the Developer herein on the undertaking/s, Indemnities furnished by the Developer for various compliances. The Developer shall comply with all such compliances which shall be required during the construction and the Flat Holder/s covenant with the Developer that they shall comply with all the ongoing and recurring compliances as the assignee of the Developer in future.
- DD. The Developer has given inspection of Agreement to Lease, Allotment letter, building plans approved by SRA and all the documents, permissions, approved plans, block plans for proposed development pertaining to the said Plot as required under the Acts and the Rules and Regulations thereunder. The Flat Holder/s have taken full and complete inspection thereof and have satisfied



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himself/ herself/ itself/ themselves with the contents thereof and selling the flats/Flats therein in the manner as determined by the Developer on the said Plot.

EE. This Agreement is entered into between the Developer and the Flat Holder/s under the provisions of the Acts, following prescribed Annexures are annexed hereto, which are respectively marked as shown against each.

i. Receipt of Advance received from the Flat Holder/s is annexed hereto and marked **Annexure - A;**

ii. List of Amenities is annexed hereto and marked **Annexure - B**

iii. Schedule for the payment of the sale consideration of the said Flat by the Flat Holder/s is annexed hereto and marked **Annexure - C;**

iv. Block Plan for the said Building is annexed hereto and marked **Annexure - D;**

intimation of Approval (IOA) is issued by SRA on October 21, 2022, bearing No. R-C/PVT/0003/20040220/AP/S2. Copy of IOA is annexed hereto as **Annexure - E.**

Commencement Certificate issued by SRA is annexed hereto and marked **Annexure - F;**

Certificate of Title is annexed hereto and marked **Annexure - G;**

viii. RERA Certificate is annexed hereto and marked **Annexure - H;**


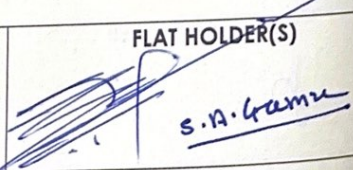
ix. Copy of the Floor Plan is annexed hereto and marked **Annexure - I;**

x. Copy of the Property register card is annexed hereto and marked **Annexure - J;**

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The Parties hereto are desirous to record the terms and conditions mutually agreed as hereinafter appearing.

GG. Under the provisions of Section 4 of the MOFA as well as under Section 13 of RERA, the Developer are required to execute a Written Agreement for Sale of the Premises to the Flat Holder/s being in fact these presents and also to register this Agreement under the Indian Registration Act, 1908.


DEVELOPER 	FLAT HOLDER(S)  S.A. Gama
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HH. The Developer hereby represents to the Flat Holder/s as follows:

- (i) In terms of and as set out in the title report annexed to this agreement the Developer are well and sufficiently entitled to carry out development upon the said land and also has actual physical and legal possession of the said land.
- (ii) The Developer have lawful rights and requisite approvals from the competent Authorities to carry out development of the said property and shall obtain requisite and further approvals from time to time to complete the development of the said property and to avail of the entire development potential thereof in terms of the Development Control Regulations.
- (iii) There are no encumbrances upon the said land save and except those as may be disclosed in the title report.
- (iv) There are no litigations pending before any Court of law with respect to the said land which restrain the development of the property or the making of this Agreement save and except those disclosed in the title report.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the said building/wing under construction are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said land and said building/wing and the further buildings is to be constructed shall be obtained from the regulatory authority in accordance with law;
- (vi) The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Flat Holder/s created herein, may prejudicially be affected;
- (vii) The Developer may sub divide or allow the Entire Land to be developed in part or parts to its nominee or nominee(s) or assignee or assignee(s) and/or to give on lease, sub lease or under lease, the Entire Land or any part there of including converting the tenure of the Entire Land from free hold to leasehold or from lease hold to sub lease hold as the Developer may desire. The Developer may sub divide or allow the Sale Sub Plot Land to be developed in part or parts to its nominee or



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nominee(s) or assignee or assignee(s) and/or to give on lease, sub lease or under lease of the Sale Sub Plot Land or any part thereof including converting the tenure of the Sale Sub Plot Land from freehold to lease hold or from lease hold to sub lease hold as the Developer may desire.

(viii) The Developer has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said land and the said premises which will, in any manner, affect the rights of Flat Holder/s under this Agreement.

(ix) The Developer has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the offering of possession of the new premises to the Flat Holder/Developer.



(x) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance or order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Developer in respect of the said land except those disclosed in the title report.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The foregoing recitals shall be treated as forming an integral part of the operative portion of this Agreement for Sale and this Agreement for sale shall be read, understood and construed accordingly.

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2. The Developer has informed the Flat Holder/s and the Flat Holder/s are aware that the Developer has developed the said plot and constructed the said Building on the said plot delineated on Layout Plan and identified as '**FORTUNE FLORENCE**' using the FSI available to the Developer. The construction has been carried out in accordance with the rules and regulations as may be applicable and in accordance with the said Layout, plans, designs and specifications sanctioned by Slum Rehabilitation Authority (SRA) and/or other concerned authorities and which has been inspected by the Flat Holder/s.

<p>DEVELOPER</p>  	<p>FLAT HOLDER(S)</p>  <p>S. V. Gamm</p>
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3. (a) Subject to terms and condition(s) as detailed in this Agreement, the Flat Holder/s hereby agree/s to purchase and the Developer hereby agrees to transfer to the Flat Holder/s for the lump sum consideration more specifically given in the **Annexure - C - Payment Schedule hereunder.**

Provided that any deduction of an amount made by the Flat Holder/s on account of Tax Deduction at Source ("TDS") as may be required under prevailing law while making any payment to the Developer under this Agreement shall be acknowledged by the Developer, only upon the Flat Holder/s submitting the original tax deduction at source certificate and provided that the amount mentioned in the certificate matches with the Income Tax Department site.

Provided further that at the time of handing over possession of the Flat, if any such certificate is not produced, the Flat Holder/s shall pay such equivalent amount as interest free deposit with the Developer, which deposit shall be refunded by the Developer on the Flat Holder/s producing such certificate within 4 (four) months of the possession. Provided further that in case the Flat Holder/s fail/s to produce such certificate within the stipulated period of 4 (four) months, the Developer shall be entitled to appropriate the said deposit against the receivable from the Flat Holder/s.

The Developer confirms that car parking space will be provided by the Developer which would be meant for all the Flat Holder/s of the said Building. The Flat Holder/s shall have no right of any nature in respect of the same other than the car space that would be given to use to the Flat Holder/s, at the time of / after possession. In order to regulate the car parking space the Developer at the time of offering the possession of the said Flat may identify the parking space meant for the said Flat and the Flat Holder/s shall park his/her/their car therein and will not be entitled to park his/her/their car anywhere else. The Flat Holder/s/s will not be entitled to raise any objection for such car parking space on the ground that the same is away from the said Flat. This condition is the essence of this Agreement/contract.

The Flat Holder/s agree/s that the Flat Holder/s shall not raise any objection to the allotment of the car parking space. The Flat Holder/s also agree/s that the Flat Holder:



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- (i) shall extend complete cooperation at all times with the other Flat Holder/s who have been allotted car parking space/s in the said Building and ensure that other Flat Holder/s are able to park their car/vehicles in their allotted car parking space/s at all times without any difficulty.
- (ii) shall adhere to all the terms and conditions prescribed for the said Car Parking and ensure that no damage is caused to the Car Parking of other Flat Holder/s or any other vehicle of any other Flat Holder/s in the said Building.
- (iii) shall be solely responsible for any damage caused due to any acts or omission or negligence or failure on part of the Flat Holder/s with respect to the Car Parking and the Flat Holder/s shall have no right of any claim whatsoever against the Developer or the Facility Management Company.



shall also be liable to make good any loss or damage caused on account of any acts or omission on part of the Flat Holder/s as well as failure or negligence to the Car Parking, any other vehicle of any other Flat Holder/s, etc.




The Purchase Price includes price for right to use common areas, amenities & facilities and the Car Parks pertaining to the said Building and no separate consideration / compensation is payable in that regard by the Flat Holder/s to the Developer.

- (vi) The Flat Holder/s are satisfied about the specifications agreed to be provided by the Developer and undertakes that the Flat Holder/s shall not raise any objection in respect thereof hereafter.

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(vii) The Flat Holder/s are fully aware and have satisfied himself / herself / themselves / itself and have understood and agreed that the Purchase Price in respect of the said Premises agreed to be purchased by the Flat Holder/s is inclusive of cost of common areas, amenities and facilities and no separate consideration is payable in respect thereof by the Flat Holder/s.

4. The Flat Holder/s are informed and have understood and confirmed that in view of the amendments/variations that may

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be effected by the Developer to the construction/development of the said Building in manner provided under **Clause No. 3** above, the area of the said Flat may vary at the time of actual delivery of possession in the manner provided under this Agreement. In view thereof, the parties hereto confirm and agree that within 7 (Seven) days of possession having being delivered or deemed to have been delivered to the Flat Holder/s by the Developer as provided under this Agreement, the Flat Holder or Developer will cause to have done measurement of the said Flat to be carried out by any architect/surveyor approved by the Developer and upon such measurement if it is discovered that there is a variation of more than 3 (three) % in the carpet area of the Flat as agreed under this Agreement, then -

(a) if such variation results in an increase of the carpet area of the said Flat, the Flat Holder/s shall pay the Developer an additional sum calculated on differential area at the rate of the site at the booking was made; or

(b) if such variation results in reduction of the carpet area of the said Flat, the Developer shall refund to the Flat Holder/s (without interest) a sum calculated on the differential area at the rate at which the booking was made. The Purchase Price as defined under this Agreement shall always be construed as such refundable amount. Further, the Developer shall be entitled to adjust from such refundable amount all dues/charges payable by the Flat Holder/s under this Agreement and refund only the balance, if any, without any interest, within 60 (Sixty) days from the date of conducting such measurement of the said Flat.

The Parties agree that upon finalizing the area of the said Flat in the manner provided as aforesaid, the same shall be treated as final and binding between the Parties and no dispute shall thereafter be raised in this regard.

The Flat Holder/s agrees to execute such further consents as and when required by the Developer and/or regulatory body for recording the Flat Holder/s consent to amendments to the approved plans and the layout so long as the area of the premises to be allotted to the Flat Holder/s remain unchanged save and except to the extent of (+) /or (-) 3% of the agreed area.

5. It is clarified that all the consideration (other than any other taxes)

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default/breach committed by the Flat Holder /s of any of the terms and conditions herein contained. It is specifically agreed that the amount received by Developer will be first appropriated towards interest receivable by the Developer.

9. The Flat Holder/s shall, before taking actual possession of the said Premises but within 21 (twenty-one) days of intimation being received from the Developer, in addition to the Purchase Price, pay to the Developer the amount payable as in the manner provided in **Annexure - C** hereunder.
10. (a) The Flat Holder/s declares and confirms that all the payments under this Agreement made by Flat Holder/s shall always be from the bank account of the Flat Holder/s/Joint Flat Holder/s only. In the event of any payment being made by the Flat Holder/s, from any other person's account (excluding Joint Flat Holder/s) then the same shall be deemed to have been made by such other person at the request and behest of the Flat Holder/s/Joint Flat Holder/s. It is agreed between the parties hereto that any payment made by any person other than the Flat Holder/s will not create any right, title or interest in the said Flat in favour of such other person. It is further clarified that the Flat Holder/s declares and affirms that in case of joint purchase, their liabilities and obligations would be joint and several. The failure to pay by anyone shall be deemed as failure to pay by both and all of them shall be treated as one single person for the purpose of this Agreement and both shall be liable for the consequences jointly as well as severally.



(b) The Developer herein has specifically informed Holder/s that if in case, any inquiry is raised by any statutory or Government or Semi-Government Authority or an agency or Revenue Authorities or any other statutory authority pertaining to the amount paid by the Flat Holder/s to the Developer, the Flat Holder/s shall be liable to provide the source of the amount paid by the Flat Holder/s to the satisfaction of such authorities or an agency. The Flat Holder/s hereby indemnifies the Developer and continue to keep the Developer indemnified against all the expenses, charges and payments arising out of failure of providing satisfactory reply to the statutory or Government or Semi-Government Authority or an agency or Revenue Authorities or any other statutory authorities for any amount paid by the Flat Holder/s either from his own account or made through third party.

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(c) In the event the Flat Holder/s is not able to satisfy the statutory Authorities about the source of the payment made to the Developer then, the Developer shall be entitled to withhold the possession of the said Flat or exercise the option to terminate the Agreement for Sale.




(d) In the event of the termination of this Agreement at the option of the Developer for aforesaid reason, then any amount which is found to be refundable over and above the amounts retained as and for mutually agreed liquidated damages such as the earnest money, interest on delayed payments any interest paid, due or payable, any other amount of non-refundable nature, shall be refunded to the Developer/s or Statutory Authority by the Developer subject to any terms and conditions of any order issued by any of the statutory authorities or agency.



It is expressly agreed that upon such termination by the Developer, the Flat Holder/s shall have no right, title, interest, demand, claim or lien over the said Flat and the Car Park(s) in any manner whatsoever.

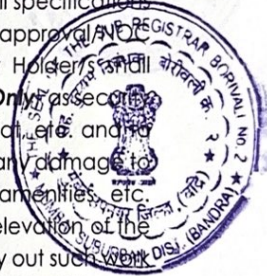
All taxes whatsoever which are levied or become leviable under the provisions of the applicable law in respect of the Purchase Price, amounts/deposits mentioned in **Annexure - C** or any other amounts/charges payable to the Developer by the Flat Holder/s in terms of this Agreement, shall be borne and paid by the Flat Holder/s within 10 (ten) days of intimation from the Developer and the Flat Holder/s shall indemnify and keep indemnified the Developer from and against the same. The payment of all such taxes, levies or government charges shall be paid by the Flat Holder/s separately.

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12. The deposits/amounts towards the respective heads as mentioned in **Annexure - C** are as per the present estimate and is subject to modification by the Developer at its sole discretion. These deposits/amounts shall not carry any interest. The un-utilized amounts will be transferred to the Association of Flat Holder/s to be promoted/ registered by the Developer. The Flat Holder/s agree/s to pay any deficit in respect of the amounts/deposits to the Developer, within 10 (ten) days of demand made in respect thereof. Save and except for amounts mentioned in Annexure-H, the Developer shall not be liable to render any account of

<p>DEVELOPER</p>  	<p>FLAT HOLDER(S)</p>  <p>S.A. Gramk</p>
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amounts to the Flat Holder/s and/or the Association of Flat Holder/s to be promoted/ registered by the Developer.

13. The Flat Holder/s further agree/s that till the proportionate share of outgoing required to be paid as stated hereinabove by the Flat Holder/s is determined, the Flat Holder/s shall pay to the Developer / Association of Flat Holder/s provisional monthly contribution as may be determined by the Developer towards the said outgoing. The amounts so paid by the Flat Holder/s to the Developer shall not carry any interest and shall remain deposited with the Developer till the formation of the Association of Flat Holder/s.
14. The Flat Holder/s agree/s that if due to any notifications, ordinances, enactments, or amendments in the existing laws, any additional taxes, levies etc., or any other amounts pertaining or relating to the sale of the said Flat is levied and/or payable, the same shall be paid by the Flat Holder/s on demand made by the Developer within 10 (ten) days. The payment of all such taxes, levies or government charges shall be paid by the Flat Holder/s separately.
15. The Flat Holder/s hereby agrees and declares that they themselves shall submit full-fledge drawings with all specifications before starting interior work of the said Flat and approval/NOC shall be obtained from the Developer. The Flat Holder/s shall deposit INR of **Rs. 50,000/- (Rupees Fifty Thousand Only)** as security deposit for carrying out interior work in the said Flat, etc. and ensure that there is no damage to the said Flat or any damage to any other part of the said Building/facilities, amenities, etc. whatsoever, and not make any changes in the elevation of the said Building or any part thereof, and shall not carry out such work which may affect or weaken the structure of the said Building, by the use of heavy material, etc., or otherwise. The said deposit shall be forfeited in the event of non-compliance with any of the terms and conditions as stated in the Developer's NOC by the Flat Holder/s . The Flat Holder/s shall carry out and complete the interior work in the said Flat, within 6 (Six) months from the date of receipt of possession of the said Flat, by the Flat Holder/s in accordance with the rules and regulations as may be laid down by the Developer / Proposed Association, SRA and/or concerned authorities. The Flat Holder/s shall be entitled to a maximum extension of 3 (three) months for carrying out and completing the interior work in the said Flat, failing which, it shall be mandatory on



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the part of the Flat Holder/s . to obtain written permission from the Developer, for carrying out and/or completing the interior work in the said Flat.



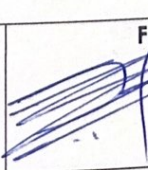
Without prejudice to the aforesaid, if the Flat Holder/s make/s any unauthorized change or alteration or causes any unauthorized repairs in or to the said Premises or the said Building, the Developer shall be entitled to call upon the Flat Holder/s to rectify the same at his/her/its/their own cost and to restore the said Flat or the said Building to its original condition within 30 (thirty) days from the date of intimation by the Developer in that behalf. If the Flat Holder/s does not rectify the breach within the such period of 30 (thirty) days, the Developer shall be entitled to terminate this Agreement forthwith in the event of which the consequences of termination as provided under **Clause No. 18** would follow. In the alternative, the Developer may in its sole discretion decide to carry out necessary rectification /restoration to the said Flat or the Building and all costs/charges and expenses incurred by the Developer for carrying out such rectification /restoration shall be reimbursed by the Flat Holder/s . If the Flat Holder/s fail/s to reimburse the Developer any such costs, charges and expenses within 15 (fifteen) days of demand by the Developer, the same shall be deemed to be a charge on the said Premises and the Developer will be entitled to recover from the Flat Holder/s all such costs, charges and expenses. Also, the Developer would be entitled to terminate this Agreement on expiry of the 10 (ten) day notice period and thereupon the consequences of termination as provided under **Clause No. 18** would follow. The Flat Holder/s hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Developer from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Developer or which the Developer may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the said Premises or the said Building.



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It is agreed between the Parties that the Flat Holder/s shall pay the amount of Consideration to the Developer and the other amounts payable by the Developer stated in this Agreement are purely costs incurred by Developer (as the case may be) and charges payable for and on behalf of the Flat Holder/s and the Flat Holder/s confirm/s the same.

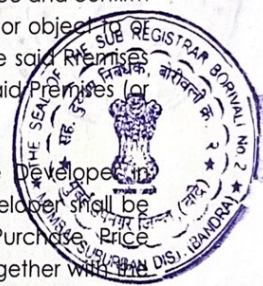
17. Without prejudice to other rights of the Developer hereunder or in

DEVELOPER  	FLAT-HOLDER(S)  <u>S. A. Ganme</u>
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law otherwise, the Flat Holder/s agree/s to pay to the Developer, interest at the rate of interest as may be levied by the Developer per annum compounded on monthly basis or such other rate as may be prescribed under the applicable laws on all the amounts which become due and payable by the Flat Holder/s to the Developer under the terms of this Agreement, from the dates of the said amounts becoming due and payable by the Flat Holder/s to the Developer till full realization thereof. However, such delay in payment shall not exceed beyond a period of **30 (thirty) days** from the due dates thereof.

18. (a) If the Flat Holder/s fail/s to pay any installment of the Purchase Price as stated in Annexure - C or any other amounts/charges payable to the Developer in terms of this Agreement within a period of 7 (seven) days from the date on which such amounts became due/payable, the Developer, without prejudice to its other rights and remedies, shall be entitled to terminate this Agreement forthwith by addressing a written notice to the Flat Holder/s . The Developer will be entitled upon such termination of this Agreement to sell and/or dispose of the said Premises (or any part thereof) in favour of any third party or person as the Developer may deem fit at such price and on such terms as the Developer may deem fit and the Flat Holder/s agree and confirm that he/she/it/they will have no right to question or obstruct or interfere with such sale/disposal of the said Premises (or any part thereof) or the price for which the said Premises (or part thereof) are sold.

(b) Upon termination of this Agreement by the Developer in accordance with **Clause 18 (a)** above, the Developer shall be entitled to forfeit 10% (ten percent) of the Purchase Price (hereinafter referred to as "**forfeiture amount**") together with the amount of interest payable by the Flat Holder/s in terms of this Agreement from the dates of default in payment till the date of termination and refund the balance amount (if any) to the Flat Holder/s without any interest, compensation, or claim for any damage or costs, charges, taxes and expenses whatsoever. However, it is clarified that such refund shall be made by the Developer to the Flat Holder/s only after the Developer is able to transfer the said Premises to any other third party or person(s). Further, in the event of the consideration agreed to be received on such resale of the said Premises (whether the said Premises are sold as a whole or in parts) is less than the Purchase Price, the Developer shall have the right to recover the differential amount



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DEVELOPER	FLAT HOLDER(S)
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from the Flat Holder/s or adjust the same against the amount refundable to the Flat Holder/s as above.

The Parties agree and confirm that the forfeiture amount, interest (as agreed) payable on delayed payments and any differential amount (estimated after resale of the said Premises) recovered and/or adjusted from the amounts refundable to the Flat Holder/s in this Clause shall be construed as pre-estimated liquidated damages and Flat Holder/s shall not at any time hereafter raise objections or dispute the same.

(c) However, in the event of the consideration agreed to be received by the Developer on resale of the said Premises (in the manner mentioned in **Clause No. 18 (b)** above) is more than the Purchase Price, the Flat Holder/s shall not be entitled to stake any claim in respect of such excess consideration received by the Developer upon such resale of the said Premises and the same shall belong to and be appropriated solely by the Developer.



on termination of this Agreement in the circumstances mentioned in **Clause No. 18 (a)** or **Clause No. 15** above, the Parties shall execute and register a Deed of Cancellation to record the cancellation of this Agreement.

The Flat Holder/s agree/s that he/she/they have executed a Specific Power of Attorney along with this Agreement specifically authorising the Constituted Attorney to execute the Deed of Cancellation in event of the Flat Holder/s inability to come forward for execution of the Deed of Cancellation subsequent to the termination of this Agreement on account of default by the Flat Holder/s. The said Specific Power of attorney will lapse simultaneous to the complete payment of the Consideration and other charges payable at the time of taking possession of the said

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(i) The Flat Holder/s further agree/s that in event of the failure on part of the Flat Holder/s to come forward to execute the Deed of Cancellation as intimated by the Developer to the Flat Holder/s at the communication addressed and/or by electronic mode at the email address provided by the Flat Holder/s, the Developer shall be entitled to execute the Deed of Cancellation in respect of the said Flat by calling upon the Constituted Attorney to execute the Deed of Cancellation in respect of the said Flat on behalf of the Flat Holder/s and the Flat Holder/s agree/s that he/she/they will

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