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AGREEMENT FOR SALE

THIS AGREEMENT made at Mumbai this 21st day of MARCH 2016 BETWEEN: M/S. CHOUDHARY AND COMPANY, a partnership firm registered under the Indian Partnership Act, 1932 and having its office at 511, Commerce House, 140, N.M. Road, Fort, Mumbai-400 023, hereinafter called "the Promoters" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors-in title) of the ONE PART;

Page 1 of Agreement for Sale between M/s. Choudhary & Co. (Promoters) and Flat Purchaser of "Shree Siddhivinayak Tower" at C.T.S.No.374 B/19 (part), Village: Eksar, Chikooowadi, Borivali (W), Mumbai-400 092.



[Signatures]

It is clarified that notice will be deemed to have been received by the Purchaser/s if the Promoters have sent the same to the Purchaser/s at Jasmita V Ajmera, Vilas B. Ajmera, Jainesh V Ajmera, Jinit V Ajmera
15-Yashodhan, 3rd Floor, Chandavarkar Road, Borivali (W), OPP. CM
Shanti Chowk, Mumbai- 400 092. either by U.C.P. or by R.P.A.D.

7. PROVIDED further in the event of the consideration agreed to be received on such resale of the said premises is less than the sale consideration as specified herein, the Promoters shall have the right to recover the differential amount from the Purchaser/s or adjust the same against amount to be refunded to the Purchaser/s.

8. The parties agree and confirm that the forfeited amount, interest payable on delayed payments and any differential amount recovered and/or adjusted from the amount refundable to the Purchaser/s shall be construed as pre-estimated liquidated damages and the Purchaser/s shall not at any time object or dispute the same.

Jasmita

Vilas

Jainesh

Jinit

9. However, in the event of the consideration agreed to be received by the Promoters on resale of the said Premises is more than the purchase price, the Purchaser/s shall not be entitled to stake any claim in respect of such excess consideration received by the Promoters upon such resale of the said premises and the same shall belong to and be appropriated solely by the Promoters.

10. Upon termination of this Agreement in the circumstances mentioned in Clause No.6 above, the parties shall execute and register a Deed of Cancellation to record the cancellation of this Agreement. The Purchaser/s hereby appoints the Promoters as his/her/its Constituted Attorney and authorizes the Promoters to execute and register such Deed of Cancellation and such other documents and/or writings for and on behalf and in the name of the Purchaser/s without recourse to the Purchaser/s.



Without prejudice to the above and the Promoters other rights under this Agreement and/or in law, the Promoters may at their own option accept from the Purchaser/s, the payment of the defaulted installment at the rate of twenty one percent (21%) per annum for the period for which the payment has been delayed.

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12.	Without prejudice to the other rights of the Promoters hereunder, the Promoters shall in respect of any amounts remaining unpaid by the Purchaser/s under the terms and conditions of this Agreement have a first charge to the said premises and the Purchaser/s shall not transfer the same in any manner whatsoever without making full payment of all amounts payable by the Purchaser/s under this Agreement to the Promoters.	



Jasmita

Vilas

Jainesh
Jinit

(vii) By virtue of an Indenture of Conveyance entered into between Kanti Builders Pvt. Ltd. and the Promoters herein, Kanti Builders Pvt. Ltd. has conveyed a portion of the said larger property to the Promoters on the terms and conditions contained therein. Since the Promoters are the owners of the portion of the said larger property, they are entitled to develop a portion of the said larger property. The said portion of the larger property is more particularly described in the **Second Schedule** hereunder written and shown in red colour boundary line on the plan annexed hereto. The said portion more particularly described in the **Second Schedule** hereunder written of the said larger property is hereinafter referred to as **"the said Property"**.

(viii) The Government of Maharashtra has granted 'No Objection Certificate' under Section 20 of the Urban Land Ceiling Act, 1976 hereinafter referred to as **"the U.L.C. Act"** under No HWS-1084/177(1043)D-XIII dated 09/02/1991 (hereinafter called **"The said Exemption Order"**) which is in respect of the larger property and is therefore applicable to the property described more particularly in the Second Schedule also;

(ix) The building which is constructed on the said property is known as **"Shree Siddhivinayak Tower"**;

(x) This Agreement relates to the building viz. **"Shree Siddhivinayak Tower"** which is hereinafter referred to as **"the said Building"**. The said Building consists of Basement + Stilt + Podium + 1st to 19th (Nineteen) floors. An Occupation Certificate has been obtained by the Promoters from M.C.D.

(xi) The Promoters have entered into a Standard Agreement with the architect, B.R. Gandhi & Associates, registered with the Council of Architects, per the Agreement prescribed by the Council of Architects.

(xii) The Promoters have also appointed Shri U.N. Kamath, Structural Consultants for preparing the structural designs and drawings of the said building in the said property and the Promoters have accepted to take his professional supervision till the completion of the said building/s;

(xiii) The Purchaser/s has/have demanded from the Promoters and the Promoters have given to the Purchaser/s inspection of the Consent Decree dated 11th December, 1984 the said Indenture of Conveyance and all the other documents of title relating to the said property including the approved plans, designs, specifications prepared by the Promoters' Architect and of such other documents as are specified under the Maharashtra Ownership Flat Act, 1963 and the Rules made thereunder including lease deed entered into between the Promoters and M/s. Platinum Cellsite Services in respect of terrace of the said building. The Purchaser/s has/have approved himself/herself/themselves of all the terms and conditions on which the said property is being developed and has/have satisfied

himself/herself/themselves about the same, as also the title and Authority of the Promoters in respect of the said property viz. to develop, construct and sell residential premises constructed by the Promoters thereon;

(xiv) A copy of Title Certificate issued by Shri Ganesh K. Kamath, Advocate of the Promoters have been annexed hereto and marked as Annexure 'A';

(xv) The Promoters have leased out the terrace of the building known as "**Shree Siddhivinayak Tower**" to one M/s. Platinum Cellsite Services for a period of 99 years on the terms and conditions contained therein;

(xvi) The said lease deed authorizes and entitles M/s. Platinum Cellsite Services to assign, sublease, let, underlet, sub-let and/or give on leave and license basis the said terrace of the said "**Shree Siddhivinayak Tower**" to any person without the consent of the Promoters. A pergola has accordingly being raised on the said terrace portion of the building. The Purchaser/s has/have perused and taken detailed inspection of the said lease deed and has/have given his/her/their full consent and No Objection therefor;

(xvii) The Promoters have enquired with the Purchaser/s and the Purchaser/s has/have represented to the Promoters that he/she/they is/are the person/s eligible to the tenement and/or premises, under the said Order HWS-1084/177(1043) D-XIII dated 09/03/1991 of the additional Collector and Competent Authority (ULC) and ~~being~~ upon the said representation of the Purchaser/s, the Promoters have agreed to allot to him/her/them the said tenements and/or premises as hereinafter mentioned;

(xviii) The Promoters have received a certified copy of the sanctioned plan in respect of the said tenements and/or the said premises;

(xix) The Promoters have at the request of Purchaser/s agreed to allot Flat No. 901 on the North (4th) Floor in Wing A of the said Building on the said Property more particularly described in the **Second Schedule** hereunder written and shown on the plans thereof hereto annexed, in the proposed Complex to be known as "**KRISHNA GARDEN**" at Borivali in Greater Mumbai on the terms and conditions hereinafter appearing;

(xx) Under the Section 4 of the MOFA, the Promoters are required to execute a written Agreement for Sale of the said flat/shop to the Purchaser/s being in fact these presents and also to register the said Agreement under the Registration Act.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-



Page 4 of Agreement for Sale between M/s. Choudhary & Co. (Promoters) and Flat Purchaser of "Shree Siddhivinayak Tower" at C.T.S.No.374 B/19 (part), Village: Eksar, Chikooowadi, Borivali (W), Mumbai-400 092.

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and/or provisions of this Agreement, nor shall the same in any manner prejudice the rights / remedies of the Promoters

FIRST SCHEDULE ABOVE REFERRED TO

(Schedule of property admeasuring 19177.20 sq. mtrs. [Nineteen Thousand One Hundred and Seventy Seven Point Twenty Square Meters])

ALL THAT piece or parcel of land or ground situate at Village Eksar, Taluka Borivali in Greater Mumbai in the Registration District and Sub-district of Mumbai City and Mumbai Suburban and bearing C.T.S.No.374-B/19 admeasuring about 19177.20 sq. mtrs. (Nineteen Thousand One Hundred and Seventy Seven Point Twenty Square Meters) and bounded as follows:-

On or towards the East by : D.P. Road
On or towards the West by : C.T.S.No.374 B/18
On or towards the North by : D.P. Road
On or towards the South by : C.T.S.No.374 B/20

SECOND SCHEDULE ABOVE REFERRED TO:

[Schedule of property admeasuring 4426.48 sq. mtrs. (Four Thousand Four Hundred and Twenty Six Point Forty Eight Square Meters)]

ALL THAT piece and parcel of land or ground situate at Village Eksar, Taluka Borivali in Greater Mumbai in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and bearing C.T.S.No.374 B/19 (part) admeasuring about 4426.48 square meters (four thousand four hundred and twenty six point forty eight square meters) and bounded as follows:-

On or towards the East by : Sector IVA C.T.S.No.374 B/19 (part) which is owned by M/s. Krypton Corp. shown in crisscross lines in the plan which is Annexure "C" hereto.
On or towards the West by : Sector IVB CTS No.374 B/18.
On or towards the North by : D.P. Road.
On or towards the South by : Sector IVA CTS No.374 B/19 (part).

THIRD SCHEDULE ABOVE REFERRED TO:

LIST OF STANDARD AMENITIES

- Wiring with ISI.
- Commercial ply hot press main doors.
- White wash to the building and flats therein.
- Kadappa in common lobby and stair case of Building.

FOURTH SCHEDULE ABOVE REFERRED TO:

LIST OF ADDITIONAL PREMIUM AMENITIES

BRIHANMUMBAI MAHANAGARPALIKA.

NO.CHE/A-3941/BP(WS)/AR of

10 JUN 2013

PART OCCUPATION CERTIFICATE

To
M/s. Choudhary & Co.,
Developer.

Sub : Permission to occupy Building 'C', wing-2, having
Wing-a and Wing-b on plot bearing C.T.S. No.374
B/19 in Sector - IVA of Village Eksar at Borivali (W).

Ref:- Your Architect's letter dtd.06.06.2013.

Sir,

The development work of Residential Bldg. 'C', Wing-2 having
Wing-a and Wing-b comprising of 1st to 19th upper floor (except
basement + Stilt + podium) on plot bearing C.T.S. No.374 B/19 in
Sector - IVA of Village Eksar at Borivali (W), Mumbai is completed
under the supervision of Shri B.R. Gandhi, Architect having Lic.
No.CA/80/5713, Shri U.N. Kamath, Lic. Structural Engineer having
Lic. No. STR/292/50, may be occupied on the following conditions

- 1) That the certificates under Section 270-A of the Act obtained from A.E.W.W. 'R/Central' Ward and the same shall be submitted to this office.
- 2) That all the conditions laid down in I.O.D. shall be complied with before asking O.C.C. for Wing-1.
- 3) That the balance work of Wing-2 shall be completed before starting the work of Wing-1.

A set of certified completion plan is returned herewith.

Yours faithfully,

For Ex. Eng. (Bldg. Prop.) W.S. 'R' Ward

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