

AGREEMENT FOR SALE

THIS AGREEMENT made at Nallasopara, this _____ day of **June**, in the year **Two Thousand and Twenty Six** between; **M/S. DELIGHT DEVELOPERS, (PAN NO. AASFD4811A)**, a Partnership Firm duly registered under the provisions of Indian Partnership Act, 1932 and having its Office address at:- F-12, Green View Apartment, Opp. L. K. Tiwari Collage, Nallasopara – Virar Link Road, Nallasopara (West), Taluka : Vasai, District : Palghar – 401 203; through its Partner **MR. GEORGE FRANCIS CORREIA**, age **50** years, hereinafter referred to as the “**PROMOTER/BUILDER**” [which expression shall unless repugnant to the context or meaning thereof mean and include the Partner or Partners for the time being of the said firm, the survivors or survivor of them and the heirs, executors and administrators of the last surviving Partners and his/her/their assigns] of the **ONE PART**.

AND

MR. SAURABH BHARAT JADHAV, aged **22** Years, (DOB:**02/02/2004**), (PAN NO. **CPFPJ3236M**), adult, Indian Inhabitant, Residing at:- Room No. 04, Bajarang Bali Chawl, Tata Power House, Near Teen Murti, Mumbai - 400066, hereinafter called the “**ALLOTTEE/S**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in--interest and permitted assignees) of the **SECOND PART**.

WHEREAS:

A. Title of Land

- i. **M/S. SUMATINATH REALTORS & OTHERS** is the Owners and fully seized and possessed of or otherwise well and sufficiently entitled to the piece and parcel of Lands bearing 1] Survey No.**185**, Hissa No.**1**, Area admeasuring **1110.00 Sq. Mtrs.**, Assessment of **Rs.111.00 Ps.**, 2] Survey No.**185**, Hissa No.**2**, Area admeasuring **2180.00 Sq. Mtrs.**, Assessment of **Rs.218.00 Ps.**, **Out of this Area admeasuring 1154.27 Sq. Mtrs.**, 3] Survey No.**185**, Hissa No.**10**, Area admeasuring **1010.00 Sq. Mtrs.**, Assessment of **Rs.101.00 Ps.**, 4] Survey No.**185**, Hissa No.**11**, Area admeasuring **810.00 Sq. Mtrs.**, Assessment of **Rs.81.00 Ps.**, **Out of this Area admeasuring 159.74 Sq. Mtrs.** and 5] Survey No.**187**, Hissa No.**B**, Area admeasuring **13590.00 Sq. Mtrs.**, Assessment of **Rs.1359.00 Ps.**, **Out of this Area admeasuring 4530.00 Sq. Mtrs.** lying being and situated at Village : **NILEMORE**, Taluka - Vasai, District – Palghar, within the area of Vasai-Virar City Municipal Corporation, within the limits of Sub-Registrar Vasai and more particularly described in **THE FIRST SCHEDULE** hereinunder written. (hereinafter referred to as “**THE SAID LAND**”).
- ii. Whereas as per Mutation Entry No.485, dated 31/10/1942, Kisha Nama Dhangar died intestate on 31/03/1942 leaving behind his legal heirs Dhondabai Kisha Dhangar. The entry is passed in respect of land bearing S.No.185/1.
- iii. And Whereas as per Mutation Entry No.659, dated 12/02/1949, 1. Atu Lusu Lop (1/3rd Share), 2. Mingu Lusu Lop (1/3rd Share),

3. Manya Degoo Lop (1/3rd Share) purchased the said land from Ichchhalal Jagmohandas & Jamanadas Mohandas. The entry is passed in respect of land bearing S.No.187/B.
- iv. And Whereas as per Mutation Entry No.838, dated 16/03/1954, as per certificate letter and Taluka Order No.LAW SRI-16, dated 19/01/1954, the said land was given to the auctioneer Tomas Anton Dis as per Civil Suit No.37/1941. The entry is passed in respect of land bearing S.No.187/B.
- v. And Whereas as per Mutation Entry No.994, dated 15/02/1957, the ordinary tenant Moreshwar Babu Vaze was cultivating the said land owned by Dhondabai Kisha Dhangar, therefore his name inserted as Ordinary tenant in the records of rights. The entry is passed in respect of land bearing S.No.185/1.
- vi. And Whereas as per Mutation Entry No.1352, dated 06/06/1963, Ganapat Moru Patil died on 1960, he has no son as his legal heir but he has daughters namely 1] Anandibai Gajanan Patil, 2] Vithabai Ramchandra Patil, 3] Gangubai Shankar Gawad and brother Govind Moru Patil –died leaving behind Dewkubai Bhau Patil (deceased niece) as his legal heirs. So, his daughters are jointly having 1/2th Share of the said land and his niece is having 1/2th Share of the said land, as per the same their names were inserted in the records of rights. The entry is made as per the application bearing Order No.RTSSR/1554, dated 30/05/1963. The entry is passed in respect of land bearing S.No.185/10 & 185/11.
- vii. And Whereas as per Mutation Entry No.1388, dated 08/09/1964, Tenancy Certificate No.200, dated 22/06/1963, Damodar Ganpat Patil has to Government through Hon'ble Agricultural land Tribunal & Addl. Mamltedar Vasai (Tomas Anton Dis) purchased 1/2 share of land for consideration of Rs.400/-. The entry is passed in respect of land bearing S.No.185/10.
- viii. And Whereas as per Mutation Entry No.1788, Dated 05/11/1973, by the Order of The Collector Office Thane in Rev. Suit No 6 of 1967 bearing Order No.R.B.14 L.B.P.S.R.22482 dated 23/10/1973 and vide Taluka

Order No.LAWSR III 17, dated 23/10/1973, the said land bearing Pardi No. 2/1,11/3, Survey no. 127/5, 163/13, 164/1, 164/2, 267/38, 267/51, 330/7, 347/8, 348/4, 348/8, 396/24 comes to the share of Plaintiff-Dewkubai Bhau Patil and land bearing Pardi No. 1/2, Survey no. 127/9, 127/10, 127/11, 161/2, 161/5, 161/9, 164/3, 267/16, 267/19, 300/15, 331/1, 347/4, 348/1, 349/1, 396/12, 396/30 comes to the share of Respondent Anandibai Gajanan Patil – died leaving behind her legal heirs 1] Ashok Gajanan Patil- minor through his guardian Arjun Kashinath Patil, 2] Vithabai Ramchandra Patil, 3] Gangubai Shankar Gawad. And as per the said orders their names were inserted in the records of rights. The entry is passed in respect of land bearing S.No.185/10 & 185/11.

- ix. And Whereas as per Mutation Entry No.1848, dated 20/09/1975, Vithabai Ramchandra Patil died intestate on 3 years ago leaving behind her only legal heirs Dattatrey Ramchandra Patil. Her name was inserted in the records of rights. The entry is passed in respect of land bearing S.No.185/10 & 185/11.
- x. And Whereas as per Mutation Entry No.2133, dated 30/04/1981, the aforesaid land was purchased by 1. Atu Lusu Lop, 2. Mingu Lusu Lop, 3. Manya Degoo Lop by deed of conveyance dated 10/11/1948 and as per the said conveyance deed mutation entry no.659 has been passed and their names were recorded on the records of rights. After that, as per the Court order the name of Tomas Anton Dis had been recorded on the records of rights for which mutation entry no.838 has been passed. But from the Conveyance Deed i.e. since 1948 the said land is in the possession of the applicant, therefore as per their possession Tomas Anton Dis's name had been deleted and names of 1. Mingu Lusu Lop, 2. Santanbai Atu Lop, 3.Mingu Manya Vaz had been inserted on the records of rights. The entry is passed in respect of land bearing S.No.187/B.
- xi. And Whereas as per Mutation Entry No.2469, dated 14/09/1984, Mingu Lusu Lop died intestate on 10/12/1983 leaving behind his legal heirs 1] Santanbai Mingu Lop & 2] Bejami Mingu Lop. Their names were

inserted in the records of rights. The entry is passed in respect of land bearing S.No.187/B.

- xii. And Whereas as per Mutation Entry No.2470, dated 14/09/1984, the aforesaid land was in the names of 1] Santanbai Mingu Lop & 2] Bejami Mingu Lop. But No.1 she is mother of No.2 and as per her Statement the said land Transfer in the name of her daughter Bejami Mingu Lop. Her name is deleted and the name of Bejami Mingu Lop is entered in to 7/12 extract records. The entry is passed in respect of land bearing S. No.187/B.
- xiii. And Whereas as per Mutation Entry No.172, dated 13/10/1986, Moreshwar Babu Vaze died intestate on 20 years ago, leaving behind his legal heirs 1] Chimanibai Moreshwar Vaze, 2] Vastala Dattatrey Naik, 3] Dattatrey Babu Vaze, 4] Pandurang Babu Vaze. Their names were inserted in the records of rights. The entry is passed in respect of land bearing S.No.185/1 & 185/2.
- xiv. And Whereas as per Mutation Entry No.174, dated 13/10/1986, by a registered Conveyance Deed dated 01/12/1983, Ales Amar Ghosal had purchased the said land from the land owners 1] Gangubai Shankar Gawad, 2] Ashok Gajanan Patil, 3] Dattatrey Ramchandra Patil. The entry is passed in respect of land bearing S.No.185/10 & 185/11.
- xv. And Whereas as per Mutation Entry No.187, dated 02/12/1986, as per the application for recording the name of legal heirs in the present Survey numbers and as per the mutation entry no.172, 1] Chimanibai Moreshwar Vaze, 2] Vatsala Dattatrey Naik's names have been inserted as occupants in the records of rights, but as per the application statement given by 1] Chimanibai Moreshwar Vaze, 2] Vastala Dattatrey Naik the name of 1] Dattatrey Babu Vaze, 2] Pandurang Babu Vaze also the legal heirs of Moreshwar Babu Vaze, therefore their names were inserted in the records of rights. The entry is passed in respect of land bearing S.No.185/1 & 185/2.
- xvi. And Whereas as per Mutation Entry No.479, dated 01/02/1989, by a registered Conveyance Deed dated 17/01/1989, Mahendra Motilal Sanghavi had purchased the said land from the land owner Ales Amar

Ghosal. The entry is passed in respect of land bearing S.No.185/10 & 185/11.

- xvii. And Whereas as per Mutation Entry No.742, dated 17/01/1992, as per the 32M Certificate issued by Hon'ble Agricultural land Judiciary & Upper Tahasildar Vasai, bearing Certificate No.345/28, date 14/10/1991, the aforesaid land was purchased by tenant Chimnibai Moreshwar Vaze from the land owner Dhondabai Kusha Dhangar under section 32G of the Bombay Tenancy Act for consideration of Rs.1980/- . Therefore the said charge amount has been deleted from the records of rights of the said land. The entry is passed in respect of land bearing S.No.185/1.
- xviii. And Whereas as per Mutation Entry No.972, dated 18/08/1997, Chimnibai Moreshwar Vaze died intestate on 16/05/1997 leaving behind her legal heirs Vatsala Dattatrey Naik. Her name was inserted in the records of rights. The entry is passed in respect of land bearing S.No.185/1 & 185/2.
- xix. And Whereas as per Mutation Entry No.1226, dated 01/01/2005, Mahendra Motilal Sanghavi died intestate on 21/08/1993 leaving behind his legal heirs 1] Nirupama Mahendra Sanghavi, 2] Khushaboo Mahendra Sanghavi, 3] Nishchint Mahendra Sanghavi. Their names were inserted in the records of rights. The entry is passed in respect of land bearing S.No.185/10 & 185/11.
- xx. And Whereas as per Mutation Entry No.1282, dated 11/10/2005, Pandurang Babu Vaze died intestate on 18/04/2005 leaving behind his legal heirs 1] Thakubai Pandurang Vaze, 2] Vidya Vasant Vaze, 3] Bhalchandra Pandurang Vaze, 4] Bharti Arun naik, 5] Jayshree Manohar Vaze, 6] Sunil Pandurang Vaze. Their names were inserted in the records of rights. The entry is passed in respect of land bearing S.No.185/1 & 185/2.
- xxi. And Whereas as per Mutation Entry No.1301, dated 17/01/2006, by a registered Conveyance Deed dated 16/01/2006, 1] Simon Pascal Rebello, 2] Nelson Saimna Rebello have purchased the 1/3rd share of

land from the land owner Mingu Manya Vaz. The entry is passed in respect of land bearing S. No.187/B.

- xxii. And Whereas as per Mutation Entry No.1339, dated 25/08/2006, by a registered Conveyance Deed dated 24/08/2006, Mr. Vinay Laxmikant Agrawal has purchased the said land from the land owners 1] Vatsala Dattatrey Naik, 2] Dattatrey Babu Vaze, 3] Thakubai Pandurang Vaze, 4] Vidya Vasant Vaze, 5] Bhalchandra Pandurang Vaze, 6] Bharti Arun Naik, 7] Jayshree Manohar Vaze, 8] Sunil Pandurang Vaze through their POA holder Mr. Dyan Laxmikant Agrawal. The entry is made as per the Sale permission issued by Sub-Divisional Office Bhivandi, bearing No.BD/KV/VP/Vasai/SR-06/2006, dated 28/03/2006. The entry is passed in respect of land bearing S. No.185/1 & 185/2.
- xxiii. And Whereas as per Mutation Entry No.1356, dated 01/02/2007, Simon Pascal Rebello died intestate on 13/08/2008 leaving behind his legal heirs 1] Santan Simon Rebello, 2] Nelson Simon Rebello, 3] Bharti Rajesh Dais, 4] Vaishali Simon Rebello, 5] Archana Simon Rebello, 6] Joal Simon Rebello, 7] Jagruti Simon Rebello. Their names were inserted in the records of rights. The entry is passed in respect of land bearing S.No.187/B.
- xxiv. And Whereas as per Mutation Entry No.1364, dated 08/03/2007, by a registered Conveyance Deed dated 15/02/2007, 1] Vasudev Babu Naik, 2] Balkrushan Jivan Naik, 3] Vishvanath Govind Patil, 4] Vasanti Anant Patil have purchased the 1/6th share of land from the land owner Bejami Mingu Lop. The entry is passed in respect of land bearing S. No.187/B.
- xxv. And Whereas by a registered Conveyance Deed dated 20/04/2010, **M/S. SARSWATI DEVELOPERS** through its Partner **MR. NARESH SUNDERLAL JAIN** has purchased the aforesaid land bearing Old Survey No.188/Part, out of area admeasuring 0-20-27 H. R., and Old Survey No.187/Part, out of area admeasuring 0-25-3 H. R., from the owners 1] Santan Simon Rebello, 2] Nelson Simon Rebello, 3] Bharti Rajesh Dais, 4] Vaishali Simon Rebello, 5] Archana Simon Rebello, 6] Joal Simon Rebello, 7] Jagruti Simon Rebello, which is registered in the

office of Sub-Registrar Vasai - III, bearing Sr. **No.06108/2010, dated 20/04/2010**. The entry is passed in respect of land bearing S.No.187/B.

xxvi. And Whereas as per mutation Entry No.1663, dated 18/04/2011, by a registered Conveyance Deed dated 29/12/2010, **M/s. Sumatinath Realtors** through the Partner **Mr. Naresh Sunderlal Jain** has purchased the aforesaid land from **Mr. Vinay Laxmikant Agarwal**, registered in the office of Sub-Registrar Vasai, bearing Sr. No.14469/2010. The entry is passed in respect of land bearing S.No.185/1 & 185/2.

xxvii. And Whereas as per mutation Entry No.1690, dated 15/09/2011, by a registered Conveyance Deed dated 18/08/2011, **M/S. SUMATINATH REALTORS** through the Partner **MR. NARESH SUNDERLAL JAIN** have purchased the aforesaid land from 1) Mrs. Nirupama Mahendra Sanghvi, 2) Mrs. Khushbu Mahendra Sanghvi, 3) Mr. Nishchit Mahendra Sanghvi & Confirming Party Mr. Ramchndra Narayan Nair & Mr. Pankaj Nathalal Oza, which is registered in the office of Sub - Registrar **Vasai - III**, bearing Sr. **No. 10935/2011, Dated 18/08/2011**. The entry is passed in respect of land bearing S.No.185/10, 185/11.

xxviii. And Whereas as per Mutation Entry No.1839, dated 27/08/2012, as per the registered Gift Deed dated 27/06/2012, **SHRI. NARESH SUNDERLAL JAIN** through his POA holder Mr. Ravindra R. Singh have handed over the land area admeasuring 625.73 Sq. Mtrs. for D. P. Road out of total area admeasuring 0-21-8 H.R. from land bearing Survey No.185, Hissa No.2 in favour of **VASAI - VIRAR CITY MUNICIPAL CORPORATION**, which is registered in the office of Sub-Registrar Vasai-II, bearing Serial No.6324/2012, dt.27/06/2012. The entry is passed in respect of land bearing S.No.185/2.

xxix. And Whereas as per Mutation Entry No.1843, dated 27/08/2012, as per the registered Gift Deed dated 27/06/2012, **SHRI. NARESH SUNDERLAL JAIN** through his POA holder Mr. Ravindra R. Singh have handed over the land area admeasuring 650.26 Sq. Mtrs. for D. P. Road

out of total area admeasuring 0-08-1 H.R. from land bearing Survey No. 185, Hissa No.11 in favour of **VASAI - VIRAR CITY MUNICIPAL CORPORATION**, which is registered in the office of Sub-Registrar Vasai-II, bearing Serial No.6328/2012, dt.27/06/2012. The entry is passed in respect of land bearing S.No.185/11.

- xxx. And Whereas as per Mutation Entry No.2448, dated 28/12/2021, Balkrushan Jivan Naik died intestate on 21/05/2016 and his wife Lt. Durga Balkrushan Naik she also died intestate on 28/01/2001 leaving behind her legal heirs 1] Satish Balkrushan Naik, 2] Nitin Balkrushan Naik, 3] Dimpal Kishor Naik. Their names were inserted in the records of rights. The entry is passed in respect of land bearing S.No.187/B.
- xxxi. By a registered Joint Development Agreement, dated 06/12/2022, entered into between **M/S. SUMATINATH REALTORS** through the Partners 1] **MR. NARESH SUNDERLAL JAIN**, 2] **MR. ANTHONY ELISE D'SILVA ALIAS ANTON ELISE D'SILVA**, as the "THE PARTY OF THE FIRST PART" (therein referred to as "the Owner") and **M/S. DELIGHT DEVELOPERS** through its Partners 1] **MR. MATHEW VINCENT CORREIA**, 2] **MR. GARRY PHILIP FARGOES**, 3] **MR. GEORGE FRANCIS CORREIA**, as the "THE PARTY OF THE SECOND PART" (therein referred to as "the Developer") and **MR ANIL RAMCHANDRA GUPTA**, as the "THE PARTY OF THE THIRD PART" (therein referred to as "the CONFIRMING PARTY"). The Party of the First Part and the Party of the Second Part have jointly developing proposed **Building No.3, Wing "C, D, E, & F" having Ground + 14th upper Floors in Sector No. I, Area admeasuring 20005.92 Square Meters equivalent to 215343.72 Square Feet** to be constructed portion of lands bearing Survey No.185, Hissa No.1, Survey No.185, Hissa No.2, Survey No.185, Hissa No.10, Survey No.185, Hissa No.11, Survey No.187, Hissa No.B, lying, being and situated at Village : **NILEMORE**, Taluka - Vasai, District - Palghar, within the limits of Sub-Registrar Vasai and more particularly described in **THE SECOND SCHEDULE** hereunder written (hereinafter referred to as "**THE SAID PROJECT PROPERTY**") and to construct thereon building/s in accordance with the terms and conditions contained in the Joint Development Agreement, which is

registered in the office of Sub -Registrar **Vasai - II**, at Serial **No.20527/2022**, registered on **06/12/2022**.

xxxii. And Whereas by a registered Irrevocable Power of Attorney dated 06/12/2022, **A] M/S. SUMATINATH REALTORS** through the Partners **1] MR. NARESH SUNDERLAL JAIN, 2] MR. ANTHONY ELISE D’SILVA ALIAS ANTON ELISE D’SILVA** and **B] MR ANIL RAMCHANDRA GUPTA** have executed a Irrevocable Power of Attorney in accordance with the said Joint Development Agreement, dated 06/12/2022 in favour of **M/S. DELIGHT DEVELOPERS** through its Partners **1] MR. MATHEW VINCENT CORREIA, 2] MR. GARRY PHILIP FARGOES, 3] MR GEORGE FRANCIS CORREIA**, which is registered in the Office of Sub-Registrar **Vasai - II**, at Serial **No.20528/2022**, registered on **06/12/2022**.

By virtue of the said Joint Development Agreement, dated 06/12/2022 the Promoter herein became entitled to jointly develop the said project property i.e. proposed **Building No.3, Wing “C, D, E, & F” having Ground + 14th upper Floors in Sector No. I, Area admeasuring 20005.92 Square Meters equivalent to 215343.72 Square Feet** to be constructed portion of lands bearing Survey No.**185**, Hissa No.**1**, Survey No.**185**, Hissa No.**2**, Survey No.**185**, Hissa No.**10**, Survey No.**185**, Hissa No.**11**, Survey No.**187**, Hissa No.**B**, lying, being and situated at Village : **NILEMORE**, Taluka - Vasai, District - Palghar, within the area of Vasai-Virar City Municipal Corporation, within the limits of Sub-Registrar Vasai, Vasai – Virar City Municipal Corporation as per the sanctions and approvals from concern authorities (hereinafter referred to as the **“SAID PROJECT PROPERTY**).

B. Whereas the following **Approvals and Permissions** are granted by various authorities in respect of said Project Land:

a. And Whereas as per Mutation Entry No.01, dated 03/10/1984, as per the Akarband the old village Nilemore was divided in two new villages namely 1] Nilemore 2] More. As per the same the separate Akarband is made by The District Inspector of Land Record Thane and as per mentioned therein the new survey numbers are given to the lands

bearing S. No. 1 to 287 and Pardi No. 1 to 10 in old Nilemore village which is as under:-

Village:- Nilemore

New Survey No.	Old Survey No.
187	130
188	129
185	127

The entry is passed in respect of land bearing S.No.185/1, 185/2, 185/10, 185/11 & 187/B.

- b. And Whereas as per Mutation Entry No.1590, dated 10/05/2010, as per the Taluka Order No. **eg@g-uks@dkoh-750@rgflynkj dk;kZy; olb] fnukad 10@05@2010** and as per the letter of The Taluka Inspector Land Record Vasai, bearing No. **Hkwekiu@v-rk-fc-'ks-eks-j-ua- 391@010] 222@010] fnukad 10@05@2010**, as per the Kami-Jasta Patrak Diagram of village Nilemore the land bearing S. No.187, 188 were amalgamated in a single layout and create one survey number i.e. Survey No.187/B. The entry is passed in respect of land bearing S.No.187/B.
- c. And Whereas as per Mutation Entry No.1912, dated 02/12/2013, as per the order, the said land bearing 1] S. No. 180, area admeasuring 6900-00 Sq. Mtrs. 2] S. No. 181, H. No. 2, area admeasuring 730-00 Sq. Mtrs., 3] S. No. 185, H. No. 1, area admeasuring 1110-00 Sq. Mtrs., 4] S. No. 185, H. No. 2, area admeasuring 2180-00 Sq. Mtrs., 5] S. No. 185, H. No. 3, area admeasuring 350-00 Sq. Mtrs., 6] S. No. 185, H. No. 4, area admeasuring 150-00 Sq. Mtrs., 7] S. No. 185, H. No. 5, area admeasuring 1520-00 Sq. Mtrs., 8] S. No. 185, H. No. 6, area admeasuring 1620-00 Sq. Mtrs., 9] S. No. 185, H. No. 7, area admeasuring 2390-00 Sq. Mtrs., 10] S. No. 185, H. No. 8, area admeasuring 1720-00 Sq. Mtrs., 11] S. No. 185, H. No. 9, area admeasuring 300-00 Sq. Mtrs., 12] S. No. 185, H. No. 10, area

admeasuring 1010-00 Sq. Mtrs., 13] S. No. 185, H. No. 11, area admeasuring 810-00 Sq. Mtrs., 14] S. No. 185, H. No. 12, area admeasuring 1160-00 Sq. Mtrs., 15] S. No. 188, H. No. Pt., area admeasuring 3130-00 Sq. Mtrs. was in the name of Naresh Sunderlal Jain & Others in the records of rights. They have made an application dated 31/10/2013 with The Hon'ble Collector Officer Thane to grant a Non-Agricultural Permission for the purpose of Residential and Commercial. Accordingly the Collector Officer Thane has granted N. A. Permission vide their order No/Mahsul/K-1/T-1/NAP/Nilemore-Vasai/S.R.-83/2013, dated 31/10/2013, in respect of the said land total area admeasuring 25080 sq. Mtrs. out of which area admeasuring 6208-66 sq. Mtrs. for Residential, area admeasuring 1129-16 sq. Mtrs. for Commercial, area admeasuring 6879-83 sq. Mtrs. for H.S. Area, and area admeasuring 3075-80 sq. Mtrs. for P.S. Area, excluding area admeasuring 7786-55 sq. Mtrs. which is comes under 1) 30 Mtrs. D. P. road area admeasuring 2102-68 sq. Mtrs., 2) 20 mtrs. D. P. road area admeasuring 2647-97 sq. Mtrs., 3) Holding Pod area admeasuring 44-10 sq. Mtrs., and G Reservation area admeasuring 2991-80 Sq. Mtrs. subject to condition 1 to 27 of the said order and the construction is not permissible on the following area as per approved plan by VVCMC. The entry is passed in respect of land bearing S.No.185/1, 185/2, 185/10 & 185/11.

- d. The Revised Development Permission with amalgamation and deletion for the proposed Residential with Shopline Building No.3, Wing C & D in Phase – I, Sector – I on the land bearing Survey No.185, Hissa No.1 & 2 and Survey No.187B is granted by the VASAI-VIRAR CITY MUNICIPAL CORPORATION (VVCMC) vide **Order No. VVCMC/TP/RDP/VP-0111/186/ 2022-23, dt.21/07/2022.**
- e. The Revised Development Permission with amalgamation and deletion for the proposed Residential with Shopline Building No.3, Wing E & F in Phase – I, Sector – I on the land bearing Survey No.185, Hissa No.2, 10, 11 & Survey No.187B is granted by the VASAI-VIRAR CITY MUNICIPAL CORPORATION (VVCMC) vide **Order No. VVCMC/TP/RDP/VP-0111/187/ 2022-23, dt.21/07/2022.**

- f. The Revised Development Permission with amalgamation and deletion for the proposed Residential with Shopline Building No.3, Wing E & F in Phase – I, Sector – I on the land bearing Survey No.185, Hissa No. 1, 2, 10, 11 and Survey No.187B is granted by the VASAI-VIRAR CITY MUNICIPAL CORPORATION (VVMC) vide **Order No. VVMC/TP/RDP/VP-0111/183/2022-23, dt.21/07/2022.**

xxxiii. AND WHEREAS THE Promoter herein absolutely seized, possessed and/or otherwise well sufficiently entitled to develop the said project land and have absolute right, full power and all authority to develop the said project land by constructing buildings thereon as per the rules and regulation and as per the permissions of concern authorities.

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Vendor/Original Owner/Promoter is in possession of the said project land.

AND WHEREAS the Promoter has proposed to construct on the project land **Residential with Shopline Building No.3, Wing “C & D”, consisting of Ground + 14th Upper Floors and Residential with Shopline Building No.3, Wing “E & F”, consisting of Ground + 14th Upper Floors.**

AND WHEREAS the Allottee/s is offered an **Flat** bearing Number **403**, on the **Fourth Floor**, in the **Sector No. I**, in the **Phase No. I** (herein after referred to as the said “Flat”) in the **Building No.3, Wing ‘D’**, in the Building called as “**GREEN VIEW APARTMENT**” (hereinafter referred to as the said “**Building**”) being constructed on the said project land, by the Promoter.

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect **M/S. SANAT MEHTA & ASSOCIATES** registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai No **No.P99000049207**. authenticated copy is attached in **ANNEXURE ‘F’**;

AND WHEREAS the Promoter has appointed a Structural Engineer **M/S JAY SHREE KRISHNA** for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the Development Agreement & Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the Allottee/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects **M/S. SANAT MEHTA & ASSOCIATES** and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "**the said Act**") and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter **G. P. PAI ASSOCIATES**, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as **Annexure 'A' and 'B'**, respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority as stated hereinabove have been annexed hereto and marked as **Annexure C-1**.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure C-2**,

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee/s, as sanctioned and

approved by the local authority have been annexed and marked as **Annexure - D.**

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building shall be granted by the concerned local authority.

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Allottee/s has applied to the Promoter for allotment of **Flat No. 403, on Fourth Floor, in the Sector No. I, in the Phase No. I,** situated in the **Building No.3, Wing 'D'** in the Building called as "**GREEN VIEW APARTMENT**" being constructed on the said Project Land, AND WHEREAS the Rera carpet area of the said **Flat area** is **26.50 Sq. Mtrs.** and the enclosed Pocket Terrace area of the said **Flat** is **___--___ Sq. Mtrs.**

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, prior to the execution of these presents the Allottee/s had/have paid to the Promoter a sum of **Rs.50,000/- (Rupees Fifty Thousand Only)** being Part Payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under Section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase the Apartment.

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

1. The Promoter shall construct the said building/s consisting of **Residential with Shopline Building No.3, Wing "C & D", consisting of Ground + 14th Upper Floors and Residential with Shopline Building No.3, Wing "E & F", consisting of Ground + 14th Upper Floors** on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the Apartment of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

- 1.a (i) The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s **Flat No. 403, on Fourth Floor, in the Sector No. I, in the Phase No. I, Wing 'D', situated in the Building No.3, in the Building called as "GREEN VIEW APARTMENT" having Rera Carpet Area admeasuring 26.50 Sq. Mtrs. and an enclosed Pocket Terrace area of the said Flat No. is --- Sq. Mtrs.** (hereinafter referred to as "**THE SAID FLAT**") as shown in the Floor plan thereof hereto annexed and marked **ANNEXURES C-1 AND C-2** for the consideration of **Rs.26,50,000/- (Rupees Twenty Six Lakhs Fifty Thousand Only)** being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and

description of the common areas and facilities which are more particularly described in the **SCHEDULE** annexed herewith. (The price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

- (ii) The Allottee hereby agrees to purchase from the promoter and the promoter agrees to sell to the allottee garage bearing Nos._____, situated at _____, basement and/or stilt and / or _____podium being constructed of Rs. _____/-.
- (iii) The Allottee hereby agrees to purchase from the promoter and the promoter hereby agrees to sell to the allottee covered parking spaces bearing No. _____situated at _____Basement and/or stilt and/or _____podium being constructed in the layout for the construction of Rs._____/-.

1(b) The total aggregate consideration amount for the flat including garages/ covered parking spaces in thus Rs. _____/-.

1(c) The Allottee/s has paid on or before execution of this agreement a sum of **Rs.50,000/- (Rupees Fifty Thousand Only)** as advance payment or booking amount and hereby agrees to pay to that Promoter the balance amount **Rs.26,00,000/- (Rupees Twenty Six Lakhs Only)** The total payment would be made in the following manner:-

SR. No.	% SLAB	PARTICULARS
1.	10%	TO BE PAID BEFORE REGISTRATION OF THE PRESENT AGREEMENT
2.	10%	TO BE PAID ON OR AFTER OR THE EXECUTION OF AGREEMENT
3.	20%	ON PLINTH / FOUNDATION STAGE
4.	4%	ON OR BEFORE 1ST SLAB
5.	3%	ON OR BEFORE 2ND SLAB
6.	3%	ON OR BEFORE 3RD SLAB

7.	3%	ON OR BEFORE 4TH SLAB
8.	3%	ON OR BEFORE 5TH SLAB
9.	3%	ON OR BEFORE 6TH SLAB
10.	3%	ON OR BEFORE 7TH SLAB
11.	3%	ON OR BEFORE 8TH SLAB
12.	3%	ON OR BEFORE 9TH SLAB
13.	3%	ON OR BEFORE 10TH SLAB
14.	3%	ON OR BEFORE 11TH SLAB
15.	3%	ON OR BEFORE 12TH SLAB
16.	3%	ON OR BEFORE 13TH SLAB
17.	3%	ON OR BEFORE 14TH SLAB
18.	3%	ON OR BEFORE 15TH SLAB
19.	2%	ON COMPLETION OF WALLS, INTERNAL PLASTER OF THE SAID FLAT
20.	2%	FLOORINGS, DOOR & WINDOWS, OF THE SAID FLAT
21.	2%	STAIRCASES, LIFT WELLS, LOBBIES UP TO THE FLOOR LEVEL ON THE SAID FLAT.
22.	2%	ON COMPLETION OF THE EXTERNAL PLUMBING AND EXTERNAL PLASTER, ELEVATION, TERRACES WITH WATERPROOFING OF THE BUILDING OR WING IN WHICH THE SAID FLAT.
23.	2%	ON COMPLETION OF ELECTRICAL FITTINGS, ELECTRO, MECHANICAL AND ENVIRONMENTS REQUIREMENTS, ENTRANCE LOBBY/S, PLINTH PROTECTION, PAVING OF AREAS APPERTAIN AND ALL ANOTHER REQUIREMENTS AS MAY BE PRESCRIBED IN THE AGREEMENT OF SALE OF THE BUILDING OR WING IN WHICH THE SAID FLAT.
24	2%	ON COMPLETION OF THE LIFTS, WATER PUMPS OF THE SAID FLAT.

25.	2%	AT THE TIME OF HANDLING OVER THE POSSESSION OF THE FLAT TO THE ALLOTTED ON OR AFTER RECEIPT OF OCCUPANCY CERTIFICATE OR COMPLETION CERTIFICATE.
Total	100 %	

- 1(d) The Total Price above Excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess, GST or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.
- 1(e) The Total Price is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/ rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.
- 1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee/s by discounting such early payments @ 12 % per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoter.
- 1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then

Promoter shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

- 1(h) The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
- 2.2 Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s and the common areas to the association of the Allottee/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").
3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is _____ **Sq. Mtrs.** only and Promoter has planned to utilize Floor Space Index of _____ **Sq.**

Mtrs. by availing of FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of zero as proposed to be utilized by him on the project land in the said Project and Allottee/s has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s, the Promoter agrees to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The Allottee/s agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoter.
- 4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to

terminate the Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee/s to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.
6. The Promoter shall give possession of the Apartment to the Allottee/s on or before **31st day of December, 2026**. If the Promoter fails or neglects to give possession of the Apartment to the Allottee/s on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee/s the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

- 7.1 Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/s as per the agreement shall offer in writing the possession of the Apartment, to the Allottee/s in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee/s. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottee/s, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the occupancy certificate of the Project.
- 7.2** The Allottee/s shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee/s intimating that the said Apartments are ready for use and occupancy:
- 7.3** Failure of Allottee/s to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee/s shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in clause 8.1 such Allottee/s shall continue to be liable to pay maintenance charges as applicable.
- 7.4** If within a period of five years from the date of handing over the Apartment to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

8. The Allottee/s shall use the Apartment or any part thereof or permit the same to be used only for Residential/Commercial Purpose only. He/she/they shall use the garage or parking space only for purpose of keeping or parking vehicle.
9. The Allottee/s along with other Allottee/s of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register the common organization of Allottee/s. No objection shall be taken by the Allottee/s if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
 - 9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.
 - 9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

- 9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the Apartment is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee/s further agrees that till the Allottee/s's share is so determined the Allottee/s shall pay to the Promoter provisional monthly contribution of Rs.3 per Sq.Ft per month towards the outgoings. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.
10. The Allottee/s shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-
- (i) **Rs.2,000/-** for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
 - (ii) **Rs.18,000/-** for formation and registration of the Society or Limited Company/Federation/ Apex body.

- (iii) **Rs.20,000/-** for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body
- (iv) **Rs._____/-** for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
- (v) **Rs.1,20,000/-** For Deposit towards Water, Electric, and other utility and services connection charges.
- (vi) **Rs.40,000/-** for deposits of electrical receiving and Sub Station provided in Layout.

11. The Allottee/s shall pay to the Promoter a sum of Rs. _____/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee/s shall pay to the Promoter, the Allottee/s' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee/s shall pay to the Promoter, the Allottee/s' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee/s as follows:

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing 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 Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoter 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 Allottee/s created herein, may prejudicially be affected;

- vii. The Promoter 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 project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;
 - viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement;
 - ix. At the time of execution of the conveyance deed of the structure to the association of Allottee/s the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee/s;
 - x. The Promoter 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;
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
14. The Allottee/s/s or himself/herself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-
- i. To maintain the Apartment at the Allottee/s's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in

which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

- ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- iii. To carry out at his/her/their own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable

repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his/her/their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee/s for any purposes other than for purpose for which it is sold.
- ix. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up.

- x. The Allottee/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society/ Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
 - xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
 - xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out

goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.
17. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:** After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such Apartment.
18. **BINDING EFFECT:** Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub - Registrar as and when intimated by the Promoter. If the Allottee/s fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including

the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT: This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.
20. RIGHT TO AMEND: This Agreement may only be amended through written consent of the Parties.
21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S / SUBSEQUENT ALLOTTEE/S: It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee/s of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.
22. SEVERABILITY: If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT: Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the [Apartments/Plot] in the Project.

24. FURTHER ASSURANCES: Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
25. PLACE OF EXECUTION: The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s, in after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Palghar.
26. The Allottee/s and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
27. That all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

MR. SAURABH BHARAT JADHAV,	Name of Allottee
residing at:- Room No. 04, Bajarang Bali	
Chawl, Tata Power House, Near Teen Murti,	(Allottee's Address)
Mumbai - 400066	

Notified Email ID

M/S. DELIGHT DEVELOPERS

Name of Promoter

Add.: F-12, Green View Apartment, Opp. L. (Promoter's Address)
 K. Tiwari Collage, Nallasopara – Virar Link
 Road, Nallasopara (West), Taluka : Vasai,
 District : Palghar – 401 203.

Notified Email ID

delightgm3@gmail.com

It shall be the duty of the Allottee/s and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee/s, as the case may be.

28. JOINT ALLOTTEE/S: That in case there are Joint Allottee/s all communications shall be sent by the Promoter to the Allottee/s whose name appears first and at the address given by him/her/them which shall for all intents and purposes to consider as properly served on all the Allottee/s.
29. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/s.
30. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
31. GOVERNING LAW: That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the VASAI courts will have the jurisdiction for this Agreement.

IN WITNESS WHEREOF PARTIES HEREINABOVE NAMED HAVE SET THEIR RESPECTIVE HANDS AND SIGNED THIS AGREEMENT FOR SALE AT VASAI IN THE PRESENCE OF ATTESTING WITNESS, SIGNING AS SUCH ON THE DAY FIRST ABOVE WRITTEN.

FIRST SCHEDULE ABOVE REFERRED TO:

ALL THOSE piece and parcel of Lands bearing 1] Survey No.185, Hissa No.1, Area admeasuring **1110.00 Sq. Mtrs.**, Assessment of **Rs.111.00 Ps.**, 2] Survey No.185, Hissa No.2, Area admeasuring **2180.00 Sq. Mtrs.**, Assessment of **Rs.218.00 Ps.**, **Out of this Area admeasuring 1154.27 Sq. Mtrs.**, 3] Survey No.185, Hissa No.10, Area admeasuring **1010.00 Sq. Mtrs.**, Assessment of **Rs.101.00 Ps.**, 4] Survey No.185, Hissa No.11, Area admeasuring **810.00 Sq. Mtrs.**, Assessment of **Rs.81.00 Ps.**, **Out of this Area admeasuring 159.74 Sq. Mtrs.** and 5] Survey No.187, Hissa No.B, Area admeasuring **13590.00 Sq. Mtrs.**, Assessment of **Rs.1359.00 Ps.**, **Out of this Area admeasuring 4530.00 Sq. Mtrs.** lying being and situated at Village : **NILEMORE**, Taluka - Vasai, District – Palghar, within the area of Vasai-Virar City Municipal Corporation, within the limits of Sub-Registrar Vasai.

SECOND SCHEDULE ABOVE REFERRED TO:

ALL THOSE piece and parcel of proposed **Building No.3, Wing “C, D, E, & F” having Ground + 14th upper Floors in Sector No. I, Area admeasuring 20005.92 Square Meters equivalent to 215343.72 Square Feet** to be constructed portion of lands bearing Survey No.185, Hissa No.1, Survey No.185, Hissa No.2, Survey No.185, Hissa No.10, Survey No.185, Hissa No.11, Survey No.187, Hissa No.B, lying being and situated at Village : **NILEMORE**, Taluka - Vasai, District - Palghar, within the area of Vasai-Virar

City Municipal Corporation, within the limits of Sub-Registrar Vasai and bounded as follows:-

On or towards the North by :
On or towards the South by :
On or towards the East by :
On or towards the West by :

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee/s:

MR. SAURABH BHARAT JADHAV,

in the presence of witnesses:-

1) Name _____
Signature _____

2) Name _____
Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

M/S. DELIGHT DEVELOPERS

through its Partner

MR. GEORGE FRANCIS CORREIA

in the presence of witnesses:-

1) Name _____

Signature _____

2) Name _____

Signature _____

R E C E I P T

RECEIVED of the from the Allotte/s above named a sum of **Rs.50,000/- (Rupees Fifty Thousand Only)** being the earnest Consideration Price by the Flat Allottee/s to the Promoter. mentioned herein below.

<u>AMOUNT</u>	<u>DATE</u>	<u>MODE OF PAYMENT</u>	<u>BANK NAME</u>
50,000/-	31/05/2026	Cheque No. 000001	HDFC Bank

Rs.50,000/-
I/We Say Received.

M/S. DELIGHT DEVELOPERS
through its Partner
MR. GEORGE FRANCIS CORREIA
The Promoter/s

SCHEDULE ‘A’

Flat No. 403, having **Rera CARPET Area** of **26.50 Sq. Mtrs.** and an enclosed Pocket Terrace area of the said Flat is ---- **Sq. Mtrs.** on **Fourth Floor**, in the **Sector No. I**, in the **Phase No. I, Wing ‘D’**, in the Building called “**GREEN VIEW APARTMENT**” in the **Building No. 3**, to be constructed on portion of lands bearing Survey No.**185**, Hissa No.**1**, Survey No.**185**, Hissa No.**2**, Survey No.**185**, Hissa No.**10**, Survey No.**185**, Hissa No.**11**, Survey No.**187**, Hissa No.**B**, lying, being and situated at Village : **NILEMORE**, Nallasopara [West] Taluka - Vasai, District - Palghar, within the area of Vasai-Virar City Municipal Corporation, within the limits of Sub-Registrar Vasai and Bounded as follows:-

Towards East :
Towards West :
Towards North :
Towards South :

SCHEDULE 'B'
FLOOR PLAN OF THE APARTMENT
ANNEXURE - A

Name of the Attorney at Law/Advocate : **G. P. Pai Associates**

Address: **Reliable Prestige, 1st Floor, Above IDBI Bank, Achole Road, Nallasopara (East), Taluka : Vasai, District : Palghar, Pin - 401 209.**

Date :

No.

ALL the piece and parcel of Lands bearing 1] Survey No.**185**, Hissa No.**1**, Area admeasuring **1110.00 Sq. Mtrs.**, Assessment of **Rs.111.00 Ps.**, 2] Survey No.**185**, Hissa No.**2**, Area admeasuring **2180.00 Sq. Mtrs.**, Assessment of **Rs.218.00 Ps.**, **Out of this Area admeasuring 1154.27 Sq. Mtrs.** 3] Survey No.**185**, Hissa No.**10**, Area admeasuring **1010.00 Sq. Mtrs.**, Assessment of **Rs.101.00 Ps.**, 4] Survey No.**185**, Hissa No.**11**, Area admeasuring **810.00 Sq. Mtrs.**, Assessment of **Rs.81.00 Ps.**, **Out of this Area admeasuring 159.74 Sq. Mtrs.** and 5] Survey No.**187**, Hissa No.**B**, Area admeasuring **13590.00 Sq. Mtrs.**, Assessment of **Rs.1359.00 Ps.**, **Out of this Area admeasuring 4530.00 Sq. Mtrs.** lying being and situated at Village : **NILEMORE**, Taluka - Vasai, District – Palghar, within the area of Vasai-Virar City Municipal Corporation, within the limits of Sub-Registrar Vasai.

Place: Palghar

Dated _____ day of _____ 20____.

ANNEXURE –B

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor/Lessor/Original Owner/Promoter to the project land).

ANNEXURE –C-1

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE - C-2

(Authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE -D

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee/s as approved by the concerned local authority)

ANNEXURE – E**INTERNAL FLAT AMENITIES**

1. Well designed and decorated entrance lobby.
2. False ceiling in living Room.
3. Vitrified flooring in living, dining bedrooms and kitchen
4. O. B. D. paint on internal walls.
5. Powder coated aluminum windows.
6. Granite platform with stainless steel sink.
7. Full height ceramic tiled dado in bathroom and W. C.
8. Superior quality sanitary fixtures and cp fittings in bathroom.
9. Concealed plumbing.
10. Concealed copper wiring.

ANNEXURE –F

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority).