

FIRM'S PAN NO : AABCJ8297J  
PURCHASER'S PAN NO :

### AGREEMENT FOR SALE

This Agreement for Sale (“**Agreement**”) executed on this \_\_\_ day of \_\_\_ 20\_\_\_, **By and Between JASAMRIT ESTATES PRIVATE LIMITED**, (CIN no.U45201MH2007PTC1692014), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at: **Jasamrit Estate Private Limited. 4th floor, Saheb building, 195, D N road, above Central camera, Fort, Mumbai 400 001. PAN No. AABCJ8297J**, represented by its director/authorised signatory 1) Mr.Anup Ashok Mehta(Aadhar no.\_\_\_\_\_), 2) Mr.Piyush Ashok Mehta(Aadhar no.\_\_\_\_\_) & 3) Mr.Meet Shailesh Doshi (Aadhar no.\_\_\_\_\_) authorised *vide* board resolution dated \_\_\_\_\_, hereinafter referred to as the “**Promoter/Builder**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees);

### A      N      D

Mr. / Ms. \_\_\_\_\_,  
(Aadhar no. (Aadhar no.\_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about\_\_\_\_\_, residing \_\_\_\_\_ at \_\_\_\_\_ PAN \_\_\_\_\_),  
hereinafter called the “**Allottee/Purchaser**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

**W H E R E A S :-**

1) A) Survey No. 165, Hissa No. 1A, admeasuring H.R. 0-04-2 (420.00 sq.mtrs.), assessed at Rs.42.00 Paise, lying being and situate at Village BOLINJ, Taluka Vasai, District Thane,

Since prior to 1950, the said land under reference was owned possessed and records of right was standing in the of Mr. Khushmanlal Prabhudas Kansara (H.U.F.) was the owner of the said land. As observed from Mutation Entry No.1548 duly certified.

The Mr.Janya Narayan Mankar, is common tenant of the said land (S.No.165, H.No.1A), his name is shown other rights, vide Mutation Entry No.1940, dated 22/11/1957.

By an Conveyance Deed dated 07/07/1988, Mr. Khushmanlal Prabhudas Kansara (H.U.F.) (therein called "The Vendor") of the First Part and 1) Mrs. Shantaben Khushmanlal Kansara, 2) Mr. Jitendra Khushmanlal Kansara, 3) Vasantlal Khushmanlal Kansara, 4) Natwarlal Hiralal Patel (therein called "The Confirming Party") of the Second Part sold and conveyed the said land to 1) Mr. Chimanlal Muljibhai Mehta, 2) Mr. Laxminarayan Prabhudayal Agarwal (therein called "The Purchasers") of the Third Part, vide Mutation Entry No. , dated .

2] A] Survey No. 165, Hissa No. 1B, admeasuring H.R. 0-04-1 (410.00 sq.mtrs.), assessed at Rs.41.00 Paise, B] Survey No. 165, Hissa No.2, admeasuring H.R. 0-24-1 (410.00 sq.mtrs.), assessed at Rs.41.00 Paise, C] Survey No. 165, Hissa No.5, admeasuring H.R. 0-08-6 (86.00 sq.mtrs.), assessed at Rs.86.00 Paise, D] Survey No. 165, Hissa No. 10, admeasuring H.R. 0-15-5 (155.00 sq.mtrs.), assessed at Rs.155.00 Paise, E] Survey No. 165, Hissa No. 12, admeasuring H.R. 0-16-5 (1650.00 sq.mtrs.), assessed at Rs.00.00 Paise, F] Survey No. 168, Hissa No. 2, admeasuring H.R. 0-16-4 (1640.00 sq.mtrs.), assessed at Rs.131.00 Paise, lying being and situate at Village BOLINJ, Taluka Vasai, District Palghar,

By hiership Mr.Arjun Raghu Raut died intestate on 12/11/1932 leaving behind him following legal heirs namely Sadhu Arjun Raut,(son), only one persons are legal heirs to the deceased vide Mutation Entry No.546, dated 12/11/1932, on duly certified.(Survey No.165, Hissa No.10).

By hiership Mr.Kamlya Jivan Bhoir died intestate on 10/05/72 leaving behind him following legal heirs namely 1) Laxman, 2) Kashinath, 3) Arjun, 4) Ganpat, 5) Madhukar, 6) Gavbai, 7) Anandibai, 8) Kashibai & 9) Tulshibai etc. all above 9 persons are legal heirs to the deceased vide Mutation Entry No.2967, dated 03/12/1980, on duly certified.(Survey No.165, Hissa No.5).

By hiership Mr.Arjun Kamlakar Bhoir died intestate on 19/07/2011, leaving behind him following legal hiers namely 1) Lanjabai, 2) Purshotam, 3) Mohan, 4) Dumatibai 5) Hemlata, 6) Ramesh, 7)Dinesh and 8) Madhukar, all the above eight persons are legal heirs to the deceased vide Mutation Entry No.5034, on duly certified Mandal Adhikari dated 19/08/2003.

By an Conveyance Deed dated 28th April 2005 and registered in the office of Sub-Registrar at Vasai No. II (Virar) under Serial No.02622/2005, dated 13/08/2005, 1) Mr. Anant Janardan Mankar, 2) Mr. Dattatraya Janardan

Mankar, 3) Mr. Madhukar Janardan Mankar, 4) Devkubai Janardan Patil, 5) Kashibai Babu Bhoir, 6) Dharmibai Harishchandra Mankar, 7) Ramchandra Harishchandra Mankar, 8) Jayvanti Vasant Gharat, 9) Vatsala Harishchandra Patil, 10) Kamal Gurunath Bhoir, 11) Jagdish Harishchandra Mankar, 12) Damayanti Harishchandra Mankar, 13) Navnit Harishchandra Mankar, 14) Revati Anant Patil, 15) Mrs. Kashibai Anant Mankar, 16) Mr. Parshuram Anant Mankar, 17) Mr. Laxman Anant Mankar, 18) Mr. Dinanath Anant Mankar, 19) Mr. Ramesh Anant Mankar, 20) Mr. Kesarinath Anant Mankar, 21) Mrs. Chandrakala Ramchandra Patil, 22) Mrs. Hirabai Harishchandra Patil, 23) Mrs. Jayshree Prakash Bhoir, 24) Mr. Kamlakar Madhukar Mankar, 25) Mr. Laxmikant Madhukar Mankar, 26) Mr. Jaykisan Madhukar Mankar, 27) Mrs. Hemlata Ganesh Patil, 28) Mrs. Meerabai Dattatraya Mankar, 29) Mrs. Nalini Harishchandra Patil (therein called "The First Vendors") of the First Part sold and conveyed their land bearing Survey No. 165, Hissa No. 3, 4, 7, 11, 13, Survey No. 167, Hissa No. 2, Survey No. 169, Hissa No. 2, 3, Survey No. 173, Hissa No. 2, Survey No. 365 AND 1) Mr. Anant Janardan Mankar, 2) Mrs. Kashibai Anant Mankar, 3) Mr. Parshuram Anant Mankar, 4) Mr. Laxman Anant Mankar, 5) Mr. Dinanath Anant Mankar, 6) Mr. Ramesh Anant Mankar, 7) Mr. Kesarinath Anant Mankar, 8) Mrs. Chandrakala Ramchandra Patil, 9) Mrs. Hirabai Harishchandra Patil, 10) Mrs. Jayshree Prakash Bhoir (therein called "The Second Vendors") of the Second Part sold and conveyed their land bearing Survey No. 168, Hissa No.1, Survey No.169, Hissa No. 1 (Part), land admeasuring H.R. 0-08-2 out of Survey No. 168, Hissa No. 2, to MR. ASHOK MOHANLAL MEHTA (therein called "The Purchaser") of the Third Part.

3] A] Survey No. 165, Hissa No.3, admeasuring H.R. 0-04-1 (410.00 sq.mtrs.), assessed at Rs.41.00 Paise, B] Survey No. 165, Hissa No.4, admeasuring H.R. 0-06-1 (61.00 sq.mtrs.), assessed at Rs.61.00 Paise, C] Survey No. 165, Hissa No.7, admeasuring H.R. 0-03-3 (33.00 sq.mtrs.), assessed at Rs.33.00 Paise, D] Survey No. 165, Hissa No. 11, admeasuring H.R. 0-02-0 (200.00 sq.mtrs.), assessed at Rs.00.00 Paise, E] Survey No. 165, Hissa No. 13, admeasuring H.R. 0-04-5 (450.00 sq.mtrs.), assessed at Rs.00.00 Paise, F] Survey No. 167, Hissa No. 2, admeasuring H.R. 0-17-4 (1740.00 sq.mtrs.), assessed at Rs.139.00 Paise, G] Survey No. 169, Hissa No. 1/2, admeasuring H.R. 0-02-2 (220.00 sq.mtrs.), assessed at Rs.17.60 Paise, H] Survey No. 169, Hissa No. 2, admeasuring H.R. 0-02-2 (220.00 sq.mtrs.), assessed at Rs.00.00 Paise, I] Survey No. 169, Hissa No. 3, admeasuring H.R. 0-0-8 (8.00 sq.mtrs.), assessed at Rs.00.00 Paise,

Since prior to 1932, the said land under reference was owned possessed and records of right was standing in the of Mr. Mahadev Ramchndra Pandit, was the owner of the said land. As observed from Mutation Entry No.545 duly certified dated 03/11/1932.

By hiership Mr.Mahadev Ramchndra Padit died intestate on 12/05/1955 leaving behind him following legal hiers namely 1) Vinayak Mahadev Pandit, (son) 2) Ragnath Mahadev Pandit, (son) 3) Sharchandr Mahadev Pandit,(son) 4) Manohar Mahadev Pandit, (son) all the above four persons are legal heirs to the deceased vide Mutation Entry No.1704, dated 19/08/1955, on duly certified Mandal Adhikari 29/08/1955.

The Mr.Kamlya Jivan, is common tenant of the said land (S.No.165, H.No.2 & 13), his name is shown, vide Mutation Entry No.1876, dated 22/05/1957.

Mr.Janya Narayan Mankar, is in actual tenant and possession of the said

land and his name is shown in Kabjedar column and add from the column "other Right", vide Mutation Entry No.1940, dated 22/11/1957.

The land mentioned here is purchased by the Purchaser Tenant Mr. Janya Narayan Mankar from Vinayak Mahadev Pandit the Owner as per Order No.460, dated 29/11/1963 issued by Additional Mamlatdar Vasai and Agricultural Land Tribunal u/s 32G of Bombay Tenancy and Agricultural Land Act for the price of Rs.150/- (Rupees One Fifty hundred only) and interest thereon. The purchase price of Rs.150/- is of restricted ownership as reflected to this effect is made in the 7/12 extract. Since the purchaser tenant is in actual possession of the said land and his name is shown in Kabjedar column and deleted from the column "Other Right" encumbrance of purchase price is to be paid to the original Land is shown in other Right vide Mutation Entry No.3368, on duly certified 29/11/1963.

The land mentioned here is purchased by the Purchaser Tenant Mr. Janya Narayan Mankar from Vinayak Mahadev Pandit the Owner as per Order No.460, dated 29/11/1963 issued by Additional Mamlatdar Vasai and Agricultural Land Tribunal u/s 32G of Bombay Tenancy and Agricultural Land Act for the price of Rs.150/- (Rupees One Fifty hundred only) and interest thereon. The purchase price of Rs.150/- is of restricted ownership as reflected to this effect is made in the 7/12 extract. Since the purchaser tenant is in actual possession of the said land and his name is shown in Kabjedar column and deleted from the column "Other Right" encumbrance of purchase price is to be paid to the original Land is shown in other Right vide Mutation Entry No.2568, on duly certified 06/04/1971. On duly certified entry additional Tahshildar officer, dated 25/11/1971.

By heirship Mr. Janya Narayan Mankar died intestate on 12/05/1955 leaving behind him following legal heirs 1) Mr. Anant Janardan Mankar(son), 2) Mr. Dattatraya Janardan Mankar (son), 3) Mr. Madhukar Janardan Mankar(son), 4) Mr. Harishchandra Janardan Mankar(son), 5) Devkubai Janardan Patil(daughter), 6) Kashibai Babu Bhoir(daughter), 7) Jankibai Janardan Mankar(wife), all the above seven persons are legal heirs to the deceased vide Mutation Entry No.2982, dated 12/02/1981.

By an Conveyance Deed dated 28th April 2005 and registered in the office of Sub-Registrar at Vasai No. II (Virar) under Serial No.02622/2005, dated 13/08/2005, 1) Mr. Anant Janardan Mankar, 2) Mr. Dattatraya Janardan Mankar, 3) Mr. Madhukar Janardan Mankar, 4) Devkubai Janardan Patil, 5) Kashibai Babu Bhoir, 6) Dharmibai Harishchandra Mankar, 7) Ramchandra Harishchandra Mankar, 8) Jayvanti Vasant Gharat, 9) Vatsala Harishchandra Patil, 10) Kamal Gurunath Bhoir, 11) Jagdish Harishchandra Mankar, 12) Damayanti Harishchandra Mankar, 13) Navnit Harishchandra Mankar, 14) Revati Anant Patil, 15) Mrs. Kashibai Anant Mankar, 16) Mr. Parshuram Anant Mankar, 17) Mr. Laxman Anant Mankar, 18) Mr. Dinanath Anant Mankar, 19) Mr. Ramesh Anant Mankar, 20) Mr. Kesarinath Anant Mankar, 21) Mrs. Chandrakala Ramchandra Patil, 22) Mrs. Hirabai Harishchandra Patil, 23) Mrs. Jayshree Prakash Bhoir, 24) Mr. Kamlakar Madhukar Mankar, 25) Mr. Laxmikant Madhukar Mankar, 26) Mr. Jaykisan Madhukar Mankar, 27) Mrs. Hemlata Ganesh Patil, 28) Mrs. Meerabai Dattatraya Mankar, 29) Mrs. Nalini Harishchandra Patil (therein called "The First Vendors") of the First Part sold and conveyed their land bearing Survey No. 165, Hissa No. 3, 4, 7, 11, 13, Survey No. 167, Hissa No. 2, Survey No. 169, Hissa No. 2, 3, Survey No. 173, Hissa No. 2, Survey No. 365 AND 1) Mr. Anant Janardan Mankar, 2) Mrs. Kashibai Anant Mankar, 3) Mr. Parshuram Anant Mankar, 4) Mr. Laxman

Anant Mankar, 5) Mr. Dinanath Anant Mankar, 6) Mr. Ramesh Anant Mankar, 7) Mr. Kesarinath Anant Mankar, 8) Mrs. Chandrakala Ramchandra Patil, 9) Mrs. Hirabai Harishchandra Patil, 10) Mrs. Jayshree Prakash Bhoir (therein called "The Second Vendors") of the Second Part sold and conveyed their land bearing Survey No. 168, Hissa No.1, Survey No. 169, Hissa No. 1 (Part), land admeasuring H.R. 0-08-2 out of Survey No. 168, Hissa No. 2, to MR. ASHOK MOHANLAL MEHTA (therein called "The Purchaser") of the Third Part.

By hiership Jankibai Janardan Mankar, before 10 years died intestate leaving behind him following legal hiers 1) Mr. Anant Janardan Mankar, 2) Mr. Dattatraya Janardan Mankar, 3) Mr. Madhukar Janardan Mankar, 4) Mr. Harishchandra Janardan Mankar, 5) Devkubai Janardan Patil, 6) Kashibai Babu Bhoir, all the above six persons are legal heirs to the deceased vide Mutation Entry No.5417, dated 11/08/2006, on duly certified Mandal Adhikari 05/09/2006.

4] A] Survey No. 165, Hissa No.6, admeasuring H.R. 0-04-0 (40.00 sq.mtrs.), assessed at Rs.40.00 Paise, B] Survey No. 165, Hissa No.9, admeasuring H.R. 0-06-1 (61.00 sq.mtrs.), assessed at Rs.61.00 Paise, C] Survey No. 167, Hissa No. 1/1, admeasuring H.R. 0-30-4 (3040.00 sq.mtrs.), assessed at Rs.243.20 Paise, D] Survey No. 167, Hissa No. 1/2, admeasuring H.R. 0-30-4 (3040.00 sq.mtrs.), assessed at Rs.243.20 Paise, E] Survey No. 169, Hissa No. 1/1A, admeasuring H.R. 0-13-5 (1350.00 sq.mtrs.), assessed at Rs.108.00 Paise, F] Survey No. 169, Hissa No. 2, admeasuring H.R. 0-02-0 (200.00 sq.mtrs.), assessed at Rs.00.00 Paise, G] Survey No. 173, Hissa No. 1, admeasuring H.R. 0-08-6 (86.00 sq.mtrs.), assessed at Rs.68.00 Paise, H] Survey No. 173, Hissa No. 2, admeasuring H.R. 0-11-6 (116.00 sq.mtrs.), assessed at Rs.92.80 Paise, lying being and situate at Village BOLINJ, Taluka Vasai, District Palghar,

Since prior to 1932, the said land under reference was owned possessed and records of right was standing in the of Mr. Mahadev Ramchndra Pandit, was the owner of the said land. As observed from Mutation Entry No.545 duly certified dated 03/11/1932.

By Faroktkhat dated 12/03/1935 Narsidas Harikishan Das between G. Hurmoji Modi, vide Mutation Entry No.692, dated 15/04/1935.

Since prior to 1950, the said land under reference was owned possessed and records of right was standing in the of Mr. Khushmanlal Prabhudas Kansara (H.U.F.) was the owner of the said land. As observed from Mutation Entry No.1548 duly certified.

Mr. Damul Alias Dama Gopal Patil was the tenant in respect of land admeasuring Survey No. 165, Hissa No. 6, admeasuring H.R. 0-04-0, vide Mutation Entry No.1786, duly certified dated 27/02/1957.

Mr. Damul Alias Dama Gopal Patil died intestate leaving behind him 1) Smt. Janaki Hira Gawad, 2) Smt. Sakhubai Laxman Patil, being the legal heirs according to the Hindu Succession Act by which he was governed at the time of his death, vide Mutation Entry No.2660, duly certified dated 08/09/1974.

1) Smt. Janaki Hira Gawad, 2) Smt. Sakhubai Laxman Patil have purchased the land bearing Survey No. 165, Hissa No. 6, admeasuring H.R.0-04-0, under the Provisions of Bombay Tenancy and Agricultural land Act through the Additional Tahasildar Vasai, vide Mutation Entry No.3761, duly

certified dated 15/10/1990.

The land bearing Survey No. 165, Hissa No. 6, admeasuring H.R.0-04-0, was applicable under Section 43 of the Bombay Tenancy and Agricultural Lands Act and 1) Smt. Janaki Hira Gawad, 2) Smt. Sakhubai Laxman Patil obtained the Permission from Sub-Divisional Officer Bhiwandi, Bhiwandi Division, Thane bearing Order No.BD/KV/VP/ VASAI/SR-225/2005, dated 18/04/2006.

By an Conveyance Deed dated 24th July 2006 and registered in the office of Sub-Registrar at Vasai No. II (Virar) under Serial No.06580-2006, dated 24/07/2006, 1) Smt. Janaki Hira Gawad, 2) Smt. Sakhubai Laxman Patil sold and conveyed the land bearing Survey No. 165, Hissa No. 6, admeasuring H.R.0-04-0, and other lands to MR. ASHOK MOHANLAL MEHTA.

5] Survey No. 165, Hissa No.8, admeasuring H.R. 0-08-1 (81.00 sq.mtrs.), assessed at Rs.81.00 Paise, lying being and situate at Village BOLINJ, Taluka Vasai, District Palghar,

By heirship Marya Jivan Bhoir, dated 06/03/1964 died intestate leaving behind him following legal heirs 1) Malu Marya Bhoir(daughter), 2) Harkubai Damodar Patil, the above two daughter are legal heirs to the deceased, but second daughter is married go to mother in law, then Nephew Malu Bhoir his only one heir is recorded, then Nephew after 5/6 years is died intestate leaving behind him following legal heirs 1)Balkrushna Malu Bhoir(son) and 2) Atamaram Malu Bhoir(son). the above two son are legal heirs to the deceased, then lets Marya Jivan Bhoir name is entry coloum deleted and add entry coloum 1)Balkrushna Malu Bhoir(nephew) and 2) Atamaram Malu Bhoir(nephew), and reference Muatation Entry No.11302 and 12970, talahi saji Agashi Registerd books refered. Vide Mutation Entry No.2958, duly certified on 15/09/1980.

By heirship Balkrushna Malu Bhoir, dated 02/11/1986 died intestate leaving behind him following legal heirs 1) Anusuya Balkrushna Bhoir(wife), 2) Hareshwer Balkrushna Bhoir(son) and 3) Hemchandra Balkrushna Bhoir(son), the above three person are legal heirs to the deceased, vide Muatation Entry No.3239, duly certified dated 18/12/1986.

By an Conveyance Deed dated 06/06/1986, 1) Mr. Atmaram Malu Bhoir, 2) Mr. Ramesh Atmaram Bhoir, 3) Sushila Atmaram Bhoir, 4) Amita Atmaram Bhoir, 5) Anusaya Balkrishna Bhoir, 6) Hareshwar Balkrishna Bhoir, 7) Hemchandra Balkrishna Bhoir, No. 1 for self and Father and Natural Guardian for No. 2 to 4, No. 5 for self and Mother and Natural Guardian for No. 6, 7 sold and conveyed the said land to 1) Mr. Chimanlal Muljibhai Mehta, 2) Mr. Laxminarayan Prabhudayal Agarwal, 3) Mr. Khimjibhai Popatlal Shah, 4) Mr. Govindji Shivji Shah, vide Mutation Entry No.3255, dated 24/12/1986.

Goivindji Shivji Shah died intestate on 01/08/1996 leaving behind him 1)Bhanuma Govind Shah, 2) Harsha Harakchand Gadda, 3) Bhupendra Govindji Shah, 4) Mayr Govindji Shah being the legal heirs according to the Hindu Succession Act, by which he was governed at the time of his death, vide Mutation Entry No.4059, duly certified Mandal Adhikari, dated 04/12/1996.

Mr.Khimjibhai Popatlal Shah sold and Conveyance Deed dated 26/05/2000, his undivided 1/4<sup>th</sup> Share in the said land alongwith other land to 1) Mr.Paresh Chimanlal Metha, 2) Mr. Pankaj Laxminarayan Agrarwal, vide Mutation Entry No.4248.

1)Smt.Bhanumati Govind Shah, 2)Harsha Harakchand Gadda, 3)BHupendra Govindji Shah, 4)Ketan Govindji Shah, 5)Kaushik Govindji Shah, 6) Mayur Govindji Shah sold and Conveance Deed dated 16/06/2000, their undivided 1/4<sup>th</sup> share in the said land alongwith other land to 1) Mr.Paresh Chimanlal Mehta and 2) Mr.Pankaj Laxminarayan Agarwal, vide Mutation Entry No.4240, duly certified Mandal Adhikari, dated 14/08/2000.

By an Conveyance Deed dated 14th February 2006 and registered in the office of Sub-Registrar at Vasai No. II (Virar) under Serial No.01134/2006, dated 14/02/2006, 1) Mr. Chimanlal Muljibhai Mehta, 2) Mr. Laxminarayan Prabhudayal Agarwal (therein called "The First Vendors") of the First Part sold and conveyed their land bearing Survey No. 165, Hissa No. 1 (Part) AND 1) Mr. Laxminarayan Prabhudayal Agarwal, 2) Mr.Chimanlal Muljibhai Mehta, 3) Mr. Paresh Chimanlal Mehta, 4) Mr. Pankaj Laxminarayan Agarwal (therein called "The Second Vendors") of the Second Part sold and conveyed their land bearing Survey No. 165, Hissa No. 8 to MR. ASHOK MOHANLAL MEHTA (therein called "The Purchaser") of the Third Part, vide Mutation Entry No.5407, duly certified Mandal Adhikari, dated 07/08/2006.

6] Survey No. 168, Hissa No. 1, Admeasuring H.R. 0-77-9 (7790.00 Sq.Mtrs.), Assessed At Rs.623.00 Paise, Lying Being And Situate At Village Bolinj, Taluka Vasai, District Palghar,

Mr.Zujya Philu Damel Sold and Conveyed the said land to Mr.Anant Jaju Mankar, dated 16/04/43, vide Mutation Entry No.1106, dated 23/09/1943.

Mr.Anant Janu Mankar Sold and Conveyed the said land to Mr.Kamlya Jivan Bhoir, dated 27/08/1945, vide Mutation Entry No.1238.

Mr.Kamlya Jivan Bhoir Sold and Conveyed the said land to Mr.Anant Janardan Mankar, dated 10/04/1956, vide Mutation Entry No.1734, dated 15/07/1956.

The land bearing Survey No. 167, Hissa Nos. 1/1, 1/2, 2, Survey No. 168, Hissa No. 1, 2, Survey No. 169, Hissa No. 1/1A, 1/2 has been amalgamated and converted into N.A. by the Office of Collector, Thane vide its Order Bearing No. REV/D-1/T-9/NAP/SR-05/2008, dated 28/02/2008, vide Mutation Entry No.5658, dated 01/05/2008.

7] Survey No.165/11/12/13/169/2/3/365, Admeasuring R-Sq-Mtrs 192-70-00 (19,270.00 Sq.Mtrs.), Assessed At Rs.392.97 Paise, Lying Being And Situate At Village Bolinj, Taluka Vasai, District Palghar,

Narayan Pandu Thakur, died 21 years ago, leaving behind him Hari Narayan Thakur, being the legal heirs according to the Hindu Succession Act, by which he was governed at the time of his death, vide Mutation Entry No.615, duly certified Mandal Adhikari, dated 27/04/1934.

By Mutation Entry No.2599, dated 12/05/1972, area of the said land along with other land in the village was converted into decimal system as per Indian Coinage Act 1955 and Enforcement Act 1958. The said entry is certified.

By hiership Mr.Kamlya Jivan Bhoir died intestate on 10/05/72 leaving behind him following legal heirs namely 1) Laxman, 2) Kashinath, 3) Arjun, 4) Ganpat, 5) Madhukar, 6) Gavbai, 7) Anandibai, 8) Kashibai & 9) Tulshibai etc.

all above 9 persons are legal heirs to the deceased vide Mutation Entry No.2967, dated 03/12/1980, on duly certified.

By hiership Mr. Janya Narayan Mankar died intestate on 12/05/1955 leaving behind him following legal heirs 1) Mr. Anant Janardan Mankar(son), 2) Mr. Dattatraya Janardan Mankar (son), 3) Mr. Madhukar Janardan Mankar(son), 4) Mr. Harishchandra Janardan Mankar(son), 5) Devkubai Janardan Patil(daughter), 6) Kashibai Babu Bhoir(daughter), 7) Jankibai Janardan Mankar(wife), all the above seven persons are legal heirs to the deceased vide Mutation Entry No.2982, dated 12/02/1981.

The land mentioned here is purchased by the Purchaser Tenant Mr. Anant Jandhan Mankar, as per Order No.1934, dated 19/08/1987 issued by Additional Mamlatdar Vasai and Agricultural Land Tribunal u/s 32G of Bombay Tenancy and Agricultural Land Act for the price of Rs.700/- (Rupees Seven hundred only) and interest thereon. The purchase price of Rs.700/- is of restricted ownership a reflected to this effect is made in the 7/12 extract. Since the purchaser tenant is in actual possession of the said land and his name is shown in Kabjedar column and deleted from the column "Other Right" encumbrance of purchase price is to be paid to the original Land is shown in other Right vide Mutation Entry No.3445, on duly certified Mandal Adhikari dated 07/12/1987.

By hiership Mr. Harishchandra Jandhan Mankar, died intestate on 23/08/1990 leaving behind him following legal heirs namely 1) Dharambai, 2) Ramchandra, 3) Jayanti Vasant Gharat, 4) Kamla, 5) Kamal Gurunath Bhoir, 6) Jagdish, 7) Damyanti, 8) Navanit and 9) Revati Anant Patil etc. all above 9 persons are legal heirs to the deceased vide Mutation Entry No.4279, on duly certified Mandal Adhikari dated 20/12/2000.

By hiership Mr. Arjun Kamlakar Bhoir died intestate on 19/07/2011, leaving behind him following legal heirs namely 1) Lanjabai, 2) Purshotam, 3) Mohan, 4) Dumatibai 5) Hemlata, 6) Ramesh, 7) Dinesh and 8) Madhukar, all the above eight persons are legal heirs to the deceased vide Mutation Entry No.5034, on duly certified Mandal Adhikari dated 19/08/2003.

By hiership Jankibai Janardan Mankar, before 10 years died intestate leaving behind him following legal heirs 1) Mr. Anant Janardan Mankar, 2) Mr. Dattatraya Janardan Mankar, 3) Mr. Madhukar Janardan Mankar, 4) Mr. Harishchandra Janardan Mankar, 5) Devkubai Janardan Patil, 6) Kashibai Babu Bhoir, all the above six persons are legal heirs to the deceased vide Mutation Entry No.5417, dated 11/08/2006, on duly certified Mandal Adhikari 05/09/2006.

The land bearing Survey No. 165, Hissa Nos. 11, 12, 13, Survey No. 169, Hissa No. 2, 3, Survey No. 365, has been amalgamated and converted into N.A. by the Office of Collector, Thane vide its Order bearing No. REV/D-1/T-9/NAP/SR-83/2006, dated 21/12/2006, vide Mutation Entry No.5463, duly certified Mandal Adhikari, dated 22/12/2006.

By Without Consideration Gift Deed dated 10/01/2007 and registered in the office of Sub-Registrar at Vasai No. II (Virar) under Serial No.0416/2007 and Rectification Deed dated 23/02/2007, N.A. lands 1) Mr. Ashok Mohanlal Mehta, POA holder, Mr. Anup Ashok Mehta (Call Donor) between Grampanchayat Bolinj (called Donee) for reserved Road purpose, vide Mutation Entry No.5488, dated 26/02/2007.



The land bearing Survey No. 165, Hissa Nos. 1A, 1B, 2 to 10 has been amalgamated and converted into N.A. by the Office of Collector, Thane vide its Order bearing No. REV/D-1/T-9/NAP/SR-177/2008, dated 05/03/2009.

By an Development Agreement dated 25th April 2006 entered into by and between Mr. Ashok Mohanlal Mehta (therein called "The Owner") of the First Part and M/s. VINAY UNIQUE CONSTRUCTION CO., (therein called "The Developers") of the Second Part, the said Mr. Ashok Mohanlal Mehta have agreed to grant the development right in respect of land bearing Survey No. 165, Hissa No. 3, admeasuring H.R. 0-03-0, Survey No. 165, Hissa No. 4, admeasuring H.R. 0-06-1, Survey No. 165, Hissa No. 7, admeasuring H.R. 0-03-3, Survey No. 165, Hissa No. 11, admeasuring H.R. 0-02-0, Survey No. 165, Hissa No. 13, admeasuring H.R. 0-04-5, Survey No. 167, Hissa No. 2, admeasuring H.R. 0-17-4, Survey No. 168, Hissa No. 1, admeasuring H.R. 0-77-9, land admeasuring H.R. 0-08-2, out of Survey No. 168, Hissa No. 2, Survey No. 169, Hissa No. 1 (Part), admeasuring H.R. 0-02-2, Survey No. 169, Hissa No. 2, admeasuring H.R. 0-02-0, Survey No. 169, Hissa No. 3, admeasuring H.R. 0-00-8, Survey No. 173, Hissa No. 2, admeasuring H.R. 0-11-6, Survey No. 365, admeasuring H.R. 1-66-9 to M/s. VINAY UNIQUE CONSTRUCTION CO., on the terms and conditions mentioned in the said agreement. The said development agreement dated 25th April 2006 was registered in the office of Sub-Registrar at Vasai No. II (Virar) under Serial No.06128-2010, dated 21/04/2010 vide Confirmation Deed dated 21st April 2010.

By an Development Agreement dated 25th February 2007 entered into by and between Mr. Ashok Mohanlal Mehta (therein called "The Owner") of the First Part and M/s. Vinay Unique Construction Co., (therein called "The Developers") of the Second Part, the said Mr. Ashok Mohanlal Mehta has granted the development right in respect of land bearing Survey No. 165, Hissa No. 1 (Part), admeasuring H.R. 0-04-2, Survey No.165, Hissa No.1 (Part), admeasuring H.R.0-04-1, Survey No. 165, Hissa No. 2, admeasuring H.R.0-24-8, Survey No. 165, Hissa No. 5, admeasuring H.R. 0-08-6, Survey No. 165, Hissa No. 6, admeasuring H.R. 0-04-0, Survey No. 165, Hissa No. 8, admeasuring H.R. 0-08-1, Survey No. 165, Hissa No. 9, admeasuring H.R. 0-06-1, Survey No. 165, Hissa No. 10, admeasuring H.R. 0-15-5, Survey No. 165, Hissa No. 12, admeasuring H.R. 0-16-5, land admeasuring H.R. 0-08-2, out of Survey No. 168, Hissa No. 2, admeasuring H.R. 0-16-4, land admeasuring H.R. 0-07-4 out of Survey No. 169, Hissa No. 1 (Part), Survey No. 167, Hissa No. 1 (Part), admeasuring H.R. 0-30-4, Survey No. 173, Hissa No. 1, admeasuring H.R. 0-08-6 to M/s. Vinay Unique Construction Co., on the terms and condition mentioned in the said agreement. The land bearing Survey No. 165, Hissa No. 6, admeasuring H.R. 0-04-0, Survey No. 165, Hissa No. 9, admeasuring H.R. 0-06-1, Survey No. 167, Hissa No. 1 (Part), admeasuring H.R. 0-30-4, land admeasuring H.R. 0-06-1, out of Survey No.169, Hissa No. 1 (Part), Survey No. 173, Hissa No. 1, admeasuring H.R. 0-08-6 were remained to be mentioned in the Development Agreement dated 25th February 2007 and the said mistake has been rectified by Deed of Rectification dated 27th May 2008. The said development agreement 25th February 2007 and Deed of Rectification dated 27th May 2008 were registered in the office of Sub-Registrar at Vasai No. II (Virar) under Serial No.06133-2010, dated 21/04/2010 vide Confirmation Deed dated 21st April 2010, vide Mutation Entry No.5985, dated 05/05/2010.

By an Development Agreement dated 19th August 2007 entered into by and between Mr. Ashok Mohanlal Mehta (therein called "The Owner") of the First Part and M/s. VINAY UNIQUE CONSTRUCTION CO., (therein called

"The Developers") of the Second Part, the said Mr. Ashok Mohanlal Mehta have agreed to grant the development right in respect of land bearing Survey No. 167, Hissa No.1 (Part), admeasuring H.R. 0-30-4 to M/s. VINAY UNIQUE CONSTRUCTION CO., on the terms and conditions mentioned in the said agreement. The said development agreement 25th February 2007 was registered in the office of Sub-Registrar at Vasai No. II (Virar) under Serial No.06129-2010, dated 21/04/2010 vide Confirmation Deed dated 21st April 2010, vide Mutation Entry No.5983, dated

The Hight Court of Bombay, vide order dated 10<sup>th</sup> July 2015 approved and sanctioned the composite Scheme of arrangement between Vinjay Unique Construction Private Limited, Benham & Janwari Technology Private Limited and Jasamrit Estates Private Limited and their respective shareholders hereinafter referred to as the "Said Scheme" which was filed with the Ordinary Original Civil Jurisdiction Company Petition No. 241, 242 and 243 of 2015 connected with Company Summons for Direction No. 169,170 and 171 of 2014, referred to as the said order, duly registered Sub-Register Vasai-III, Deed of Confirmation, Doc. No.10788, dated 29/09/2016.

The Hight Court of Bombay, vide order dated 10<sup>th</sup> July 2015 approved and sanctioned the composite Scheme of arrangement between Vinjay Unique Construction Private Limited, Benham & Janwari Technology Private Limited and Jasamrit Estates Private Limited and their respective shareholders hereinafter referred to as the "Said Scheme" which ws filed with the Ordinary Original Civil Jurisdiction Company Petition No. 241, 242 and 243 of 2015 connected with Company Summons for Direction No. 169,170 and 171 of 2014, referred to as the said order is effect shown in other rights vide, Mutation Entry No.7077, duly certified Mandal Adhikari dated 23/02/2018.

The Vasai Virar City Municipal Corporation., has granted the Revised Development Permission for Residential/ Residential-Cum-Commercial Buildings, on land bearing Revised Development permission for Residential Building No.7 & Residential with Shopline Building No.10 and Development permission of CFC Builing on land bearing (new S.no.165, H.no. 1/A, 1/B, 2,3, 4,5, 6,7,8,9,10, S.no.165/11/12/13/169/1//1/A; 167/1/1, 167/1//2; S.no.168/1, 168/2; S.no.169/2/3365; s.no. 167/1/1, 167/1/2; S.no.173/1; 173/2; (old) S.no.165, H.no.1,2,3,4,5,6,7,8,9,10,11,12,13; S.no.167, H.no.1,2; S.no.168, H.no.1,2; S.no.169, H.no.1,2,3; S.no.173, H.no.1,2; S.no.365 of Bolinj, Tal Vasai, Dist Palghar.vide its Order No. VVCMC/TP/RDP/VP-0607/429/2021-22, dated 06/09/2021.

The Vasai Virar City Muncipal Corporation, has granted the additional 20% area MAHADA area 1423.92 sq.mtr. Under the mention Commencement Certificates, the Promoter have agreed to construct and allot to Maharashtra Housing and Area Development Authority (hereinafter referred to as "MHADA"), in accordance with amended D. C. Regulations 2001 of Vasai-Virar Sub Region (hereinafter referred to as "DCR 2001") residential flats and premises having total built-up area of 1423.92 sq.mtrs. the Building (defined hereinafter) to be constructed upon the Plan, (hereinafter collectively referred to as "**MHADA Portion**");

The allotments and sales, by the MHADA of the flats and premises in the Residential Building upon the plans with a total built-up area of 1423.92 square meters (hereinafter referred to as the "**MHADA Portion**"), on an "ownership basis" under the applicable provisions, from time to time, of the MOFA(as applicable) and the RERA, and/or the grant of leases, tenancies,

licences, and/or any other alienation or disposed of such flats and premises of the MHADA Portion, as the MHADA deem fit, in their discretion.

Formation and registration of one or more co-operative housing society/ies in respect of the Residential Building comprising of purchasers and allottees of flats and premises in the Residential Building and to admit purchasers of flats in the building including the purchasers to whom MHADA may sell the flats forming part of the MHADA portion or MHADA (as the case may be) (hereinafter collectively referred to as the “**Co-operative Housing Society/ies**”).

The Builders are entering into several agreement similar to this agreement with several parties who may agree to take acquire premises in the said plot of land on ownership except and subject to such modification as may be necessary or considerable, desirable or proper by the Builders with a view ultimately that the Purchaser/s of the various premises alongwith occupants of the other premises in the said plot of land shall form a Co-Operative Housing Society or Limited Company the said plot of land together with the building/s thereon will be conveyed as herein provided.

The Purchaser/s has/have demanded from the Builders for inspection of the aforesaid building/s plans, specification of and other documents referred to above including the agreement such inspection has been duly given to and taken by the Purchaser/s. The Purchaser/s has/have also satisfied himself/herself/themselves about the same.

The Builders have engaged the service of **M/S. EN-CON** as a Architect and **M/S. JW CONSULTANTS LLP** as a Structural Engineer for preparation of the structural drawings of the building/s and the Builders accepts the professional supervision of the Architect and Structural Engineer till the completion of the building/s.

The Purchaser/s demanded from the Builders and the Builders have given inspection to the Purchaser/s of all the documents of title relating to the said land, the development agreement and the plans, designs and specifications prepared by the Builders Architects **M/S. EN-CON** and of such other documents as specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction Sale Management and Transfer) Act, 1963 (hereinafter for the sake of brevity it may be referred to as "The said Act") and the rules made thereunder, such inspection has been duly given to and taken by the Purchaser/s. The Purchaser/s has/have also satisfied himself/herself/themselves about the same.

The Builders have supplied to the Purchaser/s such of the documents as are mentioned in Rule 4 of the Maharashtra Ownership Flat, Rules 1964, as demanded by the Purchaser/s.

AND WHEREAS on demand from the Purchaser/s, the Builder has given inspection to the Purchaser/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Builder's Architects **M/S. EN-CON** 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 Builder, 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 Builder to the project land on which the buildings 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 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 Builder 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 Flat/Shop/Unit agreed to be purchased by the Purchaser/s, as sanctioned and approved by the local authority have been annexed and marked as Annexure D

AND WHEREAS the Builder has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

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 Builder 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/s shall be granted by the concerned local authority.

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

AND WHEREAS the Purchaser/s has applied to the Builder for allotment of a Flat. .... on .....floor in wing situated in the **Vinay Unique Residency building No. 7** being constructed in the phase of the **Vinay Unique Residency Project**,

AND WHEREAS the carpet area of the said Flat is \_\_\_\_\_ square meters and "carpet area" means the net usable floor area of an Building, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Building for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Building for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the building.

IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the terrace space in front of or adjacent to the terrace Flats in the said building/s, if any, shall belong exclusively to the respective Purchaser/s of the terrace Flat and such terrace spaces are intended for the exclusive use of the respective terrace Purchaser/s. The said terrace shall not be enclosed by the Purchaser/s till the permission in writing is obtained from the concerned local authority and the Builders or the society, or as the case may be the limited company.

IT IS AGREED BETWEEN the Builders and Purchaser/s that in case any additional F.S.I. is granted or construction of additional floor or floors is allowed then the Builders alone are entitled to construct dispose and sell the said additional construction and the Builders shall have exclusive right to construct the additional construction mentioned above and dispose the same. The necessary covenant in the deed of conveyance to be executed in favour of Co-Operative Housing society/societies shall be incorporated.

It is agreed that the Builders shall be entitled, without affecting the rights of the Purchaser/s to the said premises including the area thereof, to revise the building/s plans in respect of the said building/s and to utilise the total F.S.I. and the development rights available in respect of the said property by suitably modifying the building/s plans in respect of the said premises as the Builders may desire and the Purchaser/s hereby irrevocably consents to the right of the Builders to revise and modify the building/s plans in respect of the said premises from time to time.

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 Purchaser/s has paid to the Builder a sum of Rs..... (Rupees ..... ) only, being part payment of the sale consideration of the Flat/Shop/unit agreed to be sold by the Builder to the Purchaser/s as advance payment or Application Fee (the payment and receipt whereof the Builder both hereby admit and acknowledge) and the Purchaser/s has agreed to pay to the Builder the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Builder has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no \_\_\_\_\_;

AND WHEREAS, under section 13 of the said Act the Builder is required to execute a written Agreement for sale of said Flat/Shop/Unit with the Purchaser/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 Builder hereby agrees to sell and the Purchaser/s hereby agrees to purchase the garage/covered parking.

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

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1. The Builders shall construct the said building/s on the said plot of land more particularly described in schedule 'A' hereinunder written in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Builder shall have to obtain prior consent in writing of the Purchaser/s in respect of variations or modifications which may adversely affect the Flat/Shop/Unit of the Purchaser/s except any alteration or addition required by any Government authorities or due to change in law.

1(a) i. The Purchaser/s hereby agrees to purchase from the Builder and the

Builder hereby agrees to sell to the Purchaser/s Flat No. .... of the type ..... of carpet area admeasuring ..... sq. metres on ..... floor in the building **Vinay Unique Residency B Wing** hereinafter referred to as "the Flat") as shown in the Floor plan thereof hereto annexed and marked as schedule 'B' for the consideration of Rs. .... including Rs. .... 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 Second Schedule annexed herewith. (The price of the Flat including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

- ii. The Purchaser/s hereby agrees to purchase from the Builder and the Builder hereby agrees to sell to the Purchaser/s garage bearing Nos situated at \_\_\_\_\_ Basement and/or stilt and /or podium being constructed in the layout for the consideration of Rs. \_\_\_\_/-
- iii. The Purchaser/s hereby agrees to purchase from the Builder and the Builder hereby agrees to sell to the Purchaser/s covered parking spaces bearing Nos situated at \_\_\_\_\_ Basement and/or stilt and /or podium being constructed in the layout for the consideration of Rs. \_\_\_\_/-.

1(b) The total aggregate consideration amount for the Flat/Shop/Unit including garages/covered parking spaces is thus Rs.\_\_\_\_/-

1(c) The Purchaser/s has paid on or before execution of this agreement a sum of Rs (Rupees ----only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Builder the balance amount of Rs .....(Rupees ..... ) in the following manner: -

Particulars	Percentage of B wing	Amount in Rupees pees
On Booking	9.9%	
On Registration of Agreement	10.1%	
On Completion of Plinth	10%	
On Completion of 1st Slab	2%	
On Completion of 2nd Slab	2%	
On Completion of 3rd Slab	2%	
On Completion of 4th Slab	2%	
On Completion of 5th Slab	2%	
On Completion of 6th Slab	2%	
On Completion of 7th Slab	2%	
On Completion of 8th Slab	2%	
On Completion of 9th Slab	2%	
On Completion of 10th Slab	2%	
On Completion of 11th Slab	2%	
On Completion of 12th Slab	2%	
On Completion of 13th Slab	2%	
On Completion of 14th Slab	2%	
On Completion of 15th Slab	2%	
On Completion of 16th Slab	2%	
On Completion of Wall (Blockwork)	4%	
On Completion of Internal Plaster	4%	
On Completion of External Plaster	4%	
On Completion of Flooring	3%	
On Completion of Terrace Waterproofing	3%	
On Completion of Door fitting	3%	

On Completion of Windows fitting	3%	
On Completion of External Plumbing	3%	
On Completion of Internal Plumbing	3%	
On Completion of Electricals Fittings	3%	
On Possession	5%	
Total Flat Cost (TFC)	100%	

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Builder by way of GST, Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Builder) up to the date of handing over the possession of the Flat.

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 Builder undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Builder 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 Purchaser/s, which shall only be applicable on subsequent payments.

1(f) The Builder may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Purchaser/s by discounting such early payments @ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser/s by the Builder.

1(g) The Builder shall confirm the final carpet area that has been allotted to the Purchaser/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 Builder. If there is any reduction in the carpet area within the defined limit then Builder shall refund the excess money paid by Purchaser/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 Purchaser/s. If there is any increase in the carpet area allotted to Purchaser/s, the Builder shall demand additional amount from the Purchaser/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 Purchaser/s authorizes the Builder to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Builder may in its sole discretion deem fit and the Purchaser/s undertakes not to object/demand/direct the Builder to adjust his payments in any manner.

Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.

21 The Builder 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 Building to the Purchaser/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat.

22 Time is essence for the Builder as well as the Purchaser/s. The Builder shall abide by the time schedule for completing the project and handing over the Flat to the Purchaser/s and the common areas to the association of the Purchaser/ss after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser/s shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Builder as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Builder hereby declares that the Floor Space Index available as on date in respect of the project land is ..... square meters only and Builder has planned to utilize Floor Space Index of \_\_\_ by availing of TDR or 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 Builder has disclosed the Floor Space Index of \_\_\_ as proposed to be utilized by him on the project land in the said Project and Purchaser/s has agreed to purchase the said Flat based on the proposed construction and sale of Flat to be carried out by the Builder by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Builder only.

4.1 If the Builder fails to abide by the time schedule for completing the project and handing over the Flat to the Purchaser/s, the Builder agrees to pay to the Purchaser/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over of the possession. The Purchaser/s agrees to pay to the Builder, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser/s to the Builder under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Builder.

4.2 Without prejudice to the right of Builder to charge interest in terms of sub clause 4.1 above, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Builder under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing three defaults of payment of instalments, the Builder shall at his own option, may terminate this Agreement:

Provided that, Builder shall give notice of fifteen days in writing to the Purchaser/s, by Registered Post AD at the address provided by the Purchaser/s and mail at the e-mail address provided by the Purchaser/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 Purchaser/s fails to rectify the breach or breaches mentioned by the Builder within the period of notice then at the end of such notice period, Builder shall be entitled to terminate this Agreement.



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

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 Builder in the said building and the Flat/Shop/Unit as are set out in Annexure 'D', annexed hereto.

6. The Builder shall give possession of the Flat/Shop/Unit to the Purchaser/s on or before **05<sup>th</sup> day of September 2021**. If the Builder fails or neglects to give possession of the Flat/Shop/Unit to the Purchaser/s on account of reasons beyond his control and of his agents by the aforesaid date then the Builder shall be liable on demand to refund to the Purchaser/s the amounts already received by him in respect of the Flat/Shop/Unit with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Builder received the sum till the date the amounts and interest thereon is repaid.

Provided that the Builder shall be entitled to reasonable extension of time for giving delivery of Flat/Shop/Unit on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of: -

- i. war, civil commotion or act of God;
- ii. Non-Availability of steel, cement, other building/s material, water or electric supply.
- iii. any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 **Procedure for taking possession** - The Builder, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser/s as per the agreement shall offer in writing the possession of the Flat, to the Purchaser/s in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Builder shall give possession of the Flat to the Purchaser/s. The Builder agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Builder. The Purchaser/s agree(s) to pay the maintenance charges as determined by the Builder or association of Purchaser/ss, as the case may be. The Builder on its behalf shall offer the possession to the Purchaser/s in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Purchaser/s shall take possession of the Flat within 15 days of the written notice from the promotor to the Purchaser/s intimating that the said Flat s are ready for use and occupancy.

7.3 **Failure of Purchaser/s to take Possession of [Flat/Shop/Unit /Plot]:** Upon receiving a written intimation from the Builder as per clause 8.1, the Purchaser/s shall take possession of the Flat from the Builder by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Builder shall give possession of the Flat to the Purchaser/s. In case the Purchaser/s fails to take possession within the time provided in clause 8.1 such Purchaser/s shall continue to be liable to pay maintenance charges as applicable.

74 If within a period of five years from the date of handing over the Flat to the Purchaser/s, the Purchaser/s brings to the notice of the Builder any structural defect in the Flat or the building in which the Flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Builder at his own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Builder, compensation for such defect in the manner as provided under the Act.

8. The Purchaser/s shall use the Flat/Shop/Unit or any part thereof or permit the same to be used only for purpose of \*residence/office/show-room/shop/godown for carrying on any industry or business. (\*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.

The Purchaser/s along with other Purchaser/s of Flat s 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 Builder 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 bye-laws of the proposed Society and duly fill in, sign and return to the Builder within seven days of the same being forwarded by the Builder to the Purchaser/s, So as to enable Builder to register the organization of the Purchaser/s under Section 10 of the said Act within the time limit prescribed by rule 8 of the Maharashtra Ownership Flat (Regulation of the Promotion of Construction, Sale, Management and Transfer), Rules, 1964. No objection shall be taken by the Purchaser/s if any, changes or modifications are made in 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. The Builders shall have right to form one or more societies for convenience.

8.1 The Builder 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/Lessor/Original Owner/Builder and/or the owners in the said structure of the building or wing in which the said Flat is situated.

8.2 The Builder 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/Lessor/Original Owner/Builder and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

8.3 Within 15 days after notice in writing is given by the Builder to the Purchaser/s that the Flat is ready for use and occupancy, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat ) 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

Purchaser/s shall pay to the Builder such proportionate share of outgoings as may be determined. The Purchaser/s further agrees that till the Purchaser/s's share is so determined the Purchaser/s shall pay to the Builder provisional monthly contribution of Rs. .... per month towards the outgoings. The amounts so paid by the Purchaser/s to the Builder shall not carry any interest and remain with the Builder 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 Builder to the Society or the Limited Company, as the case may be.

9. The Purchaser/s shall on or before delivery of possession of the said premises keep deposited with the Builder, the following amounts :-

- i. Rs. .... for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- ii. Rs. .... for formation and registration of the Society or Limited Company/Federation/ Apex body.
- iii. Rs. .... 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..... For Deposit towards Water, Electric, and other utility and services connection charges & Rs \_\_\_\_\_for deposits of electrical receiving and Sub Station provided in Layout.
- vi. The Purchaser/s shall on or before delivery of possession of the said premises keep deposited with the Builder the following amounts:-
  - a) Rs. 200/- for legal charges.
  - b) Rs. 350/- for share money, application entrance fee of the society or limited company.
  - c) Rs. 500/- for formation and registration of the society or limited company. Rs. 1,050/-

10. The Purchaser/s shall pay to the Builder a sum of Rs. Rs.1, 050/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Builder 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.

11. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Purchaser/s shall pay to the Builder, the Purchaser/ss' 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 Purchaser/s shall pay to the Builder, the Purchaser/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.

12. In the event of any society/societies being formed and registered before the sale and disposal by the Builders of all the premises, the powers and the authority of the society/societies or limited company or Condominium of Flat/Shop/Unit so formed or the Purchaser/s and other holders of the premises shall be subject to the overall authority and control of the Builders in respect of all the matters concerning the said building/s and in particular the Builders shall have absolute authority and control as regards the unsold premises and the disposal thereof. PROVIDED AND ALWAYS the Purchaser/s hereby agrees and confirms that in the event of the said society/societies and/or Limited Company or Condominium of Flat/Shop/Unit being formed earlier than the Builders dealing with or disposing of the said building/s on the said property then and in that event any allottee or Purchaser/s of premises from the Builders shall be admitted to such co-operative society/societies, limited company of Condominium of Flat/Shop/Unit on being called upon by the Builders without payment of any premium or any additional charges save and except Rs.250/- for the share money and Rs.100/- entrance fee and such allottee Purchaser/s or transferee thereof shall not be discriminated or treated prejudicially by such co-operative society/societies, limited company or Condominium or Flat/Shop/Unit as the case may be. Further it is agreed that the society shall not demand any maintenance charges in respect of the unsold Flat/Shop/Garage/Parking space in the said building until the disposal of the said unsold premises.

13. The Purchaser/s hereby agrees that in the event of any amount by way of premium or security deposit is payable to the municipal corporation or the State Government or CIDCO or betterment charges or development tax or security deposit for the purpose of giving water connection or any other tax or payment of a similar nature becoming payable by the Builders the same shall be paid by the Purchaser/s to the Builders in proportion to the area of the said premises and in determining such amount, the discretion of the Builders shall be conclusive and binding upon the Purchaser/s.

14. The Purchaser/s shall not decorate the exterior of the said premises otherwise than in a manner agreed to with the Builders under this agreement.

15. The Purchaser/s shall, at no time, demand partition of his/her/their interest in the said building and of the said property and/or the said Flat.

16. Until the execution of the conveyance in favour of the organization of the Purchasers, the Builders shall be entitled to put up hoarding/s on the said property or on the said building or buildings to be constructed on the said property and the said hoarding/s may be illuminated or may comprise of neon signs and for the purpose, the Builders are fully authorized to allow temporary or permanent construction or erections and installations either on the exterior of the said building or on the said property and the Purchaser/s agree/s not to object or raise any dispute in respect of the same.

17. The purchaser specifically declares that it shall be the sole right, choice and authority of the Builders to make alterations relocations etc. Of the RG area access road, parking space etc. in the said layout, at any time till completion of the development project by consuming all available FSI/TDR etc. of the said property.

18. It is agreed and understood that the terrace if attached to any Flat/Shop shall be exclusively used by the Purchaser/s or such Flat/Shop and no other Purchaser of Flat nor society shall have rights of any nature whatsoever over such terrace. The terrace over the top floor shall be used commonly by the Purchaser/s of Flats/Shops only on the society or other organization being formed and registered.

19. The lift room and water tank shall be located on the terrace above the topmost floor of the said building; the said terrace is agreed to be left open to the sky for further and additional constructions thereon by the Builders in future at any stage and/or time in terms of this clause. Neither the Purchaser/s nor the said society nor its members will have any right to use or have any claim right title or interest of whatsoever nature in the said terrace, save and except for the purpose of inspection and maintenance of lift, lift room and water tanks;

20. The Shop purchaser/s shall not construct the Shed and/or close the Opla by fixing the Grills etc. on the Front side of the Shop.

21. The purchaser/s shall not construct the Shed on the windows and not put gamalas, show trees outside the windows as he/she/they can damage the colour or outside wall of the said building/s.

22. The development work of the building/township shall be carried out by the builders, in a sector wise, which is to be determined by the builders in its absolute discretion from time to time. The Purchaser/s is aware that Builders proposes to develop the said township by constructing several buildings (including this building) in accordance with the building plans and layout approved by the concerned authorities. The Purchaser/s hereby gives his/her/their irrevocable consent to the Builders, developing the said building/township in such sector wise as the Builders/owners may determine even after the Builders gives to the Purchaser/s possession of the premises hereby agreed to be sold to the Purchaser/s.

23. The Builders/owners may as require by the concerned authorities and/or in their absolute discretion from time to time vary, amend and/or alter, the layout plan of the said township or the building plans in respect of the said buildings. The Builders may also construct additional buildings and/or additional construction by way of extension of one or more buildings or floors to all the buildings to be constructed in the said township. The Purchaser/s hereby irrevocably agrees and have give his/her/their express consent to the Builders/owners carrying out variation to the layout plan/building plans and for construction of additional structure/floors/ buildings (even if not envisaged at present) in the said township as aforesaid.

24. It is expressly agreed and the Purchaser/s is aware that as a result of change in building plans of the said building in the said township and/or in the building plans of the other buildings, the share of the said premises and/or the Purchaser/s in the said common areas and facilities may increase or decrease. The Purchaser/s hereby irrevocably agrees to accept the said share as changed as aforesaid.

25. The Conveyance in favour of such Co-operative Society/ Societies/Federal or Apex Co-operative Societies shall be executed only after the entire group housing scheme/township is fully developed by the Builders/Owners as aforesaid.

26. The Deed of Conveyance and other documents for transferring the right, title and interest of the said property being land appurtenant to the said buildings along with other buildings, as the case may be, shall be prepared by the Builders/Owners Advocate and the same will contain such covenants and conditions as the said Advocate/Builders/Owners shall think reasonable and necessary having regard to the development of said Township.

27. The Builders shall be entitled to alter the terms and conditions of the Agreement relating to the unsold premises in the said building of which the aforesaid premises form part hereafter or even after the said society is formed and the Purchaser/s shall have no right to object to the same.

**28. REPRESENTATIONS AND WARRANTIES OF THE BUILDER-**

The Builder hereby represents and warrants to the Purchaser/s as follows:

i. The Builder 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 Builder 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 Builder 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 Builder 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 Purchaser/s created herein, may prejudicially be affected;

vii. The Builder 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 Flat which will, in any manner, affect the rights of Purchaser/s under this Agreement;

viii. The Builder confirms that the Builder is not restricted in any manner whatsoever from selling the said Flat to the Purchaser/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 Purchaser/ss the Builder shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchaser/s;

x The Builder 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 Builder in respect of the project land and/or the Project except those disclosed in the title report.

xii The Builder can put up hoarding and display advertisements with any of the various devices including electric, laser and/or neon signs, etc., on any of the external dead walls of the said building and/or on the said terrace above the topmost floor of the said building and use the said terrace of the said building for erecting and installing Cellular Telecommunication Relay Station, Radio Pager Relay Station, Satellite and Communication Relay Stations etc and/or for any other purpose.

xiii The Builder can erect and install and/or allow installation of Antenna/s boosters and other equipment lay cables from ground level to the level of the terrace above the topmost floor for facilitating relay of Cellular Communication, Radio, Pager services and Satellite and other Communications, provide cable network services for television and from the concerned local authority and the Builders or the society or as the case may be.

xiv The Builders shall have right to amend the plan to shift the location of garden area, internal road, parking space as per their convenience and/or approval by the concern authority.

xv It is expressly and specifically agreed understood and confirmed by the Purchaser/s that till the conveyance, lease or assignment or other vesting documents in respect of the said building/s or one or more of them together with the land appurtenant thereto is are executed and even after execution of such documents in favour of the society or limited company to be formed, registered, incorporated by the Purchaser/s of Flat in the said building, the Builders shall have full rights, power and absolute authority to deal with or dispose off the unsold Flats etc. which are in the name of the Builders or their nominee to the discretion to which the Purchaser/s herein and the other Purchaser/s have no right or authority to object or challenge the same. On the Builders intimating to the society or limited company, as the case may be the name or names, of the Purchaser or the Purchasers of such unsold Flats etc. the Society/limited company shall admit and accept such person/persons as their member/s and shareholder/s and issue transfer share certificate in favour of such person/persons without charging/recovering any premium, fees, donation or any amount of whatsoever nature for such transfer.

xvi The Builders shall have absolute right to dispose off the stilt area and the common space in the said building and the Purchaser/s shall not claim any right, title and interest in the said stilt and common space area.

xvii. The Purchaser/s shall, at no time, demand partition of his/her/their interest in the said building and of the said property and/or the said Flat/Shop.

xviii. The Builders may at their absolute discretion develop and construct a common underground and overhead water tank for supply of water to all the buildings or some or any of them in the said complex to be known and described as **"VINAY UNIQUE RESIDENCY"**.

xix. The Builders may at their absolute discretion may lay put up develop and construct common water mains, sewage and drainage lines or common waste water channelise the said outside the complex **"VINAY UNIQUE RESIDENCY"**.

xx. The Builders may at their absolute discretion put up and develop common facilities and amenities for the beneficial use and enjoyment of the buildings to be put up and constructed whether sanctioned for the time being or otherwise.

xxi. The Roads would be common to all the buildings in the said complex known as **"VINAY UNIQUE RESIDENCY"** and the costs, charges, expenses for repairs, maintenance and resurfacing or redoing the same would be shared by the occupants of all the buildings in the said complex known as **"VINAY UNIQUE RESIDENCY"**.

xxii. The costs, charges, expenses for repairs and maintenance of the facilities and amenities for all the buildings in the said complex known as **"VINAY UNIQUE RESIDENCY"** would be borne, shared, incurred and sustained by all the holders of tenements in the said complex known as **"VINAY UNIQUE RESIDENCY"**.

xxiii. That electric bills for street lights and common reservoir water pump as well as for sewage treatment plant would be borne, incurred, and sustained by all the holders of the tenements in the buildings in the said complex known as **"VINAY UNIQUE RESIDENCY"**.

xxiv. The Purchaser/s shall be liable to pay the GST, Service tax, M Vat tax, Octroi & house tax of Vasai Virar Shahar Mahanagarpalika or any other tax, Cess, Labour welfare cess, if applicable on purchasing the Flat to be imposed by the Central and/or State Government or any other Government body at his/her/their own cost and expenses at the time of booking of the flat.

29. The Purchaser/s/s or himself/themselves with intention to bring all persons into whosoever hands the Flat/Shop/Unit may come, hereby covenants with the Builder as follows :-

i. To maintain the Flat at the Purchaser/s's own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat 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 Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Flat 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 Flat 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 Flat/Shop/Unit is situated, including entrances of the building in which the Flat/Shop/Unit is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Builder to the Purchaser/s and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat 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 Purchaser/s committing any act in contravention of the above provision, the Purchaser/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 Flat 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 Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat 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 Flat 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 Flat without the prior written permission of the Builder 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 Flat 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 Flat in the compound or any portion of the project land and the building in which the Flat is situated.

vii. Pay to the Builder within fifteen days of demand by the Builder, his 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 Flat 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 Flat by the Purchaser/s for any purposes other than for purpose for which it is sold.

ix. The Purchaser/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 Flat until all the dues payable by the Purchaser/s to the Builder under this

Agreement are fully paid up.

x. The Purchaser/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 Flat/Shop/Unit s 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 Purchaser/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 Flat/Shop/Unit 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 Flat/Shop/Unit is situated is executed in favour of Society/Limited Society, the Purchaser/s shall permit the Builder 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. The Builder shall maintain a separate account in respect of sums received by the Builder from the Purchaser/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.

xiii. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat/Shop/Unit s or of the said Plot and Building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Flat/Shop/Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Builder 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.

xiv. Any delay tolerated or indulgence shown by the Builders in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser/s by the Builders shall not be construed as a waiver on the part of the Builders of any breach or non-compliance of any of the terms and conditions of this agreement by Purchaser/s nor shall the same in any manner prejudice the right of the Builders.

**30. BUILDER SHALL NOT MORTGAGE OR CREATE A CHARGE-**  
After the Builder executes this Agreement he shall not mortgage or create a charge on the Flat 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 Purchaser/s who has taken or agreed to take such Flat.

**31. BINDING EFFECT-**  
Forwarding this Agreement to the Purchaser/s by the Builder does not create a binding obligation on the part of the Builder or the Purchaser/s until, firstly, the

Purchaser/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 Purchaser/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Builder. If the Purchaser/s(s) fails to execute and deliver to the Builder this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Builder, then the Builder shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever.

**32. 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 Flat/Shop/Unit /plot/building, as the case may be.

**33. RIGHT TO AMEND-**

This Agreement may only be amended through written consent of the Parties.

**34. PROVISIONS OF THIS AGREEMENT APPLICABLE-TO PURCHASER/S/ SUBSEQUENT PURCHASER/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 Purchaser/ss of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

**35. 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.

**36. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT-**

Wherever in this Agreement it is stipulated that the Purchaser/s has to make any payment, in common with other Purchaser/s(s) in Project, the same shall be in proportion to the carpet area of the Flat to the total carpet area of all the Flat in the Project.

**37. 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.

**38. PLACE OF EXECUTION-**

The execution of this Agreement shall be complete only upon its execution by the Builder through its authorized signatory at the Builder's Office, or at some other place, which may be mutually agreed between the Builder and the Purchaser/s, in after the Agreement is duly executed by the Purchaser/s and the Builder 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.

39. The Purchaser/s and/or Builder 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 Builder will attend such office and admit execution thereof.

40. That all notices to be served on the Purchaser/s and the Builder as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s or the Builder by Registered Post A.D **and** notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Purchaser/s (Purchaser/s's Address)

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Notified Email ID: \_\_\_\_\_

**M/s. Jasamrit Estates Private Limited.**

**Mr. Piyush Ashok Mehta (Director)**

**4th floor, Saheb building, 195, D N road, above Central camera, Fort, Mumbai 400 001**

Notified Email ID: **ubdooo7@gmail.com**

It shall be the duty of the Purchaser/s and the Builder 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 Builder or the Purchaser/s, as the case may be.

**41. JOINT PURCHASER/S-**

That in case there are Joint Purchaser/ss all communications shall be sent by the Builder to the Purchaser/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser/ss.

**42. Stamp Duty and Registration-**

The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser.

**43. 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 Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder. This agreement shall always be subject to the Provision of Maharashtra Co-Operative Societies Act, 1960 with rules made thereunder and also The Maharashtra Ownership Flats (Regulation of the

Promotions of Construction Sale Management and Transfer) Act, 1963.

**44. 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 courts will have the jurisdiction for this Agreement.

**SCHEDULE 'A'**

**THE SCHEDULE ABOVE REFERRED TO**

ALL THOSE pieces and parcels of N.A.land bearing Survey No. 165, Hissa No. 11+12+13, Survey No. 169, Hissa No. 2+3, Survey No. 365, total admeasuring 19260 Square metres, Survey No. 165, H.No. 1A, admeasuring 420 Square metres, Survey No. 165, H.No. 1B, admeasuring 410 Square metres, Survey No. 165, H.No. 2, admeasuring 2480 Square metres, Survey No. 165, H.No. 3, admeasuring 300 Square metres, Survey No. 165, H.No. 4, admeasuring 610 Square metres, Survey No. 165, H.No. 5, admeasuring 860 Square metres, Survey No. 165, H.No. 6, admeasuring 400 Square metres, Survey No. 165, H.No. 7, admeasuring 330 Square metres, Survey No. 165, H.No. 8, admeasuring 810 Square metres, Survey No. 165, H.No. 9, admeasuring 610 Square metres, Survey No. 165, H.No. 10, admeasuring 1550 Square metres, Survey No. 167, H.No.1/1, admeasuring 3040 Square metres, Survey No. 167, H.No.1/2, admeasuring 3040 Square metres, Survey No. 167, H.No. 2, admeasuring 1740 Square metres, Survey No. 168, H.No.1, admeasuring 7790 Square metres, Survey No. 168, H.No. 2, admeasuring 1640 Square metres, Survey No. 169, H.No. 1/1A, admeasuring 1350 Square metres, Survey No. 169, H.No. 1/2, admeasuring 220 Square metres, Survey No. 173, H.No. 1, admeasuring 860 Square metres, Survey No. 173, H.No. 2, admeasuring 1160 Square metres, lying being and situate at Village BOLINJ, Taluka Vasai, District Thane, within the area of Sub-Registrar at Vasai No.II (Virar).

**SCHEDULE 'B'**

**THE SCHEDULE ABOVE REFERRED TO FLAT/SHOP**

Flat No. \_\_\_\_ Wing \_\_, on the \_\_\_\_\_ Floor, admeasuring \_\_\_\_\_ Square feet i.e. \_\_\_\_\_ Square metres (Carpet area) and Open Terrace admeasuring \_\_\_\_\_ Square feet i.e. \_\_\_\_\_ Square metres (Carpet area) in

\_\_\_\_\_ Wing, in Vinay Unique Residency Building No. 7 and Stilt Area/Parking/Compound Parking bearing No. \_\_\_\_, on Ground Floor, admeasuring \_\_\_\_\_ Square feet i.e. \_\_\_\_\_ Square metres (Carpet area), in Vinay Unique Residency Building No. 7 in the complex known as "VINAY UNIQUE RESIDENCY", constructed on N.A.land bearing Survey No. 165, Hissa No.11+12+13, Survey No. 169, Hissa No. 2+3, Survey No. 365, total admeasuring 19260 Square metres, Survey No. 165, H.No. 1A, admeasuring 420 Square metres, Survey No. 165, H.No. 1B, admeasuring 410 Square metres, Survey No. 165, H.No. 2, admeasuring 2480 Square metres, Survey No. 165, H.No. 3, admeasuring 300 Square metres, Survey No. 165, H.No. 4, admeasuring 610 Square metres, Survey No. 165, H.No. 5, admeasuring 860 Square metres, Survey No. 165, H.No. 6, admeasuring 400 Square metres, Survey No. 165, H.No. 7, admeasuring 330 Square metres, Survey No. 165, H.No. 8, admeasuring 810 Square metres, Survey No. 165, H.No. 9, admeasuring 610 Square metres, Survey No. 165, H.No. 10, admeasuring 1550 Square metres, Survey No. 167, H.No. 1/1, admeasuring 3040 Square metres, Survey No. 167, H.No. 1/2, admeasuring 3040 Square metres, Survey No. 167, H.No. 2, admeasuring 1740 Square metres, Survey No. 168, H.No. 1, admeasuring 7790 Square metres, Survey No. 168, H.No. 2, admeasuring 1640 Square metres, Survey No. 169, H.No. 1/1A, admeasuring 1350 Square metres, Survey No. 169, H.No. 1/2, admeasuring 220 Square metres, Survey No. 173, H.No. 1, admeasuring 860 Square metres, Survey No. 173, H.No. 2, admeasuring 1160 Square metres, lying being and situate at Village BOLINJ, Taluka Vasai, District Thane, within the area of Sub-Registrar at Vasai No.II (Virar).

### **SCHEDULE 'C'**

#### **TITLE CLEARANCE REPORT**

Under instructions from my client **JASAMRIT ESTATES PRIVATE LIMITED.**, I have caused the searches reports taken in the office of the Sub- Registrar of Assurance at - Virar and on verification of 7/12 Extracts, Mutation Entries, 8A Extracts, CIDCO, VVMC, ROC, High Court Orders etc., certified copies of which have been furnished to me. I observed as under:

<u>Sr.No.</u>	<u>Village</u>	<u>Survey No.</u>	<u>Hissa No.</u>	<u>H-R</u>	<u>Assessed Rs. Paisa</u>
This is To Certify That I Have Examined Title in Respect of Land Bearing					
1	Bolinj	165	1A	0-04-2	42.00
2	Bolinj	165	1B	0-04-1	41.00
3	Bolinj	165	2	0-24-8	248.00
4	Bolinj	165	3	0-03-0	30.00
5	Bolinj	165	4	0-06-1	61.00
6	Bolinj	165	5	0-08-6	86.00
7	Bolinj	165	6	0-04-0	40.00
8	Bolinj	165	7	0-03-3	33.00
9	Bolinj	165	8	0-08-1	81.00
10	Bolinj	165	9	0-06-1	61.00
11	Bolinj	165	10	0-15-5	155.00
12	Bolinj	165	11	0-02-0	-
13	Bolinj	165	12	0-16-5	-
14	Bolinj	165	13	0-04-5	-
15	Bolinj	167	1/1	0-30-4	243.00
16	Bolinj	167	½	0-30-4	243.20
17	Bolinj	167	2	0-17-4	139.20
18	Bolinj	168	1	0-77-9	623.20
19	Bolinj	168	2	0-16-4	131.20
20	Bolinj	169	1/1A	0-13-5	108.00
21	Bolinj	169	½	0-02-2	17.60
22	Bolinj	169	2	0-02-0	-
23	Bolinj	169	3	0-00-8	-
24	Bolinj	173	1	0-08-6	68.80
25	Bolinj	173	2	0-11-6	92.80
26	Bolinj	365		1-66-9	392.97

situate at Village BOLINJ, Taluka Vasai, District Thane, within the area of Sub-Registrar at Vasai No.II (Virar). On the basis of the aforesaid documents placed before me, I certify that the land referred in the Schedule is subject to the encumbrance, charge, liens. The **JASAMRIT ESTATES PRIVATE LIMITED.**, Situated at Village Bolinj, Taluka Vasai, District Palghar, belonging to **JASAMRIT ESTATES PRIVATE LIMITED.**, and have found the same to be clear, marketable and free from all encumbrance.

Place: Virar

Date: /04/2018.

(Advocate)

### **SCHEDULE 'D'**

#### **LIST OF AMENITIES**

- Vitrified Tiles Flooring in Entire flat.
- POP false ceiling with molding in living room.
- Exquisite granite kitchen platform with stainless steel sink.
- Designer Kitchen trolley.
- Exquisite marble / granite frames in each window.

- Full height glazed tiles in WC and bathroom.
- PVC water tank and geyser in common bathroom.
- Acrylic distemper paint in all room.
- Concealed copper electric wiring with essential point like telephone, TV antenna, Refrigerator, exhaust, washing machine etc.
- Concealed plumbing with premium quality sanitary ware.
- Decorative Main door.
- Designer safety grills.
- Decorative entrance lobby for each wing.
- Lift of a reputed company.
- Fire fighting system.

**IN WITNESSES WHEREOF THE PARTIES HERETO HAVE  
HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS  
THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN.**

SIGNED AND DELIVERED by the )  
 )  
 within named "THE **PROMOTER** " )  
**M/S. JASAMRIT ESTATES PRIVATE LIMITED** )  
 a Private Limited firm, )  
 through its Director **MR. PIYUSH ASHOK MEHTA**)  
 )  
 )  
 in the presence of ..... )

1.  
 Name :  
 Address :  
 2.  
 Name :  
 Address :

SIGNED AND DELIVERED by the )  
 )  
 within named "THE **ALLOTTEE/S**" )  
 )  
 \_\_\_\_\_ )  
 )  
 \_\_\_\_\_ )  
 )  
 in the presence of ..... )



1.  
Name :  
Address :

2.  
Name :  
Address :

RECEIVED the day and the year first )  
 )  
 hereinabove written of and from the )  
 )  
 withinnamed "ALLOTTEE" )  
 )  
 the sum of Rupees - \_\_\_\_\_ ) **Rs. \_\_\_\_\_ /-**  
 ) =====  
 \_\_\_\_\_ )  
 )  
 as and by way of part consideration )  
 )  
 money, to be paid by him/her/them to )  
 )  
 us. )

WITNESSES :-

WE SAY WE HAVE RECEIVED

1.

2.

**"PROMOTER/ BUILDER/S "**

1(a) i. The Purchaser/s hereby agrees to purchase from the Builder and the Builder hereby agrees to sell to the Purchaser/s Flat No. .... of the type ..... of carpet area admeasuring ..... sq. metres on ..... floor in the building **Vinay Unique Residency B Wing** hereinafter referred to as "the Flat") as shown in the Floor plan thereof hereto annexed and marked as schedule

'B' for the consideration of Rs. .... including Rs. .... 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 Second Schedule annexed herewith. (The price of the Flat including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

- ii. The Purchaser/s hereby agrees to purchase from the Builder and the Builder hereby agrees to sell to the Purchaser/s garage bearing Nos situated at \_\_\_\_\_ Basement and/or stilt and /or \_\_\_\_\_ podium being constructed in the layout for the consideration of Rs. \_\_\_/-
- iii. The Purchaser/s hereby agrees to purchase from the Builder and the Builder hereby agrees to sell to the Purchaser/s covered parking spaces bearing Nos situated at \_\_\_\_\_ Basement and/or stilt and /or podium being constructed in the layout for the consideration of Rs. \_\_\_/-.

1(b) The total aggregate consideration amount for the Flat/Shop/Unit including garages/covered parking spaces is thus Rs. \_\_\_/-

1(f) The Builder may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Purchaser/s by discounting such early payments @ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser/s by the Builder.

3. The Builder hereby declares that the Floor Space Index available as on date in respect of the project land is \_\_\_\_\_ square meters only and Builder has planned to utilize Floor Space Index of \_\_\_\_\_ by availing of TDR or 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 Builder has disclosed the Floor Space Index of \_\_\_\_\_ as proposed to be utilized by him on the project land in the said Project and Purchaser/s has agreed to purchase the said Flat/Shop/Unit based on the proposed construction and sale of Flat/Shop/Units to be carried out by the Builder by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Builder only.

- 8 The Purchaser/s shall use the Flat/Shop/Unit or any part thereof or permit the same to be used only for purpose of ~~\*residence/office/show-room/shop/godown~~ for carrying on any industry or business. (\*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.

44.1 The Builder 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/Lessor/Original Owner/Builder and/or the owners in the project

land on which the building with multiple wings or buildings are constructed.

45. The Conveyance in favour of such Co-operative Society/ Societies/Federal or Apex Co-operative Societies shall be executed only after the entire group housing scheme/township is fully developed by the Builders/Owners as aforesaid.

#### **LIST OF AMENITIES**

- Vitrified Tiles Flooring in Entire flat.
- POP false ceiling with molding in living room.
- Exquisite granite kitchen platform with stainless steel sink.
- Designer Kitchen trolley.
- Exquisite marble / granite frames in each window.
- Full height glazed tiles in WC and bathroom.
- PVC water tank and geyser in common bathroom.
- Acrylic distemper paint in all room.
- Concealed copper electric wiring with essential point like telephone, TV antenna, Refrigerator, exhaust, washing machine etc.
- Concealed plumbing with premium quality sanitary ware.
- Decorative Main door.
- Designer safety grills.
- Decorative entrance lobby for each wing.
- Lift of a reputed company.
- Fire fighting system.