

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made at Mumbai this _____ day Of _____, **TWO THOUSAND AND (202)** BETWEEN **M/S. PIONEER HOUSING**, a Partnership firm duly constituted under the Indian Partnership Act, 1932 and having its registered office at 322, Commerce House, 140 N.M. Road, Shri K. M. Vardhan chowk, Fort, Mumbai – 400001 hereinafter called “**THE PROMOTER**” (which expression shall unless it be repugnant to the context or meaning thereof mean and include the partners or partner for the time being of the said firm, the survivors or survivor of them, the heirs, executors and administrators of the last surviving partner and, his or assigns) of the **One Part**

AND

_____ of Mumbai, Indian
Inhabitant/s / a registered partnership / limited company having its office / Residing at

_____. hereinafter referred to as “**The Allottee/s**” (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/their heirs, legal representative, executors, administrators and successors and assigns) of **the Other Part**:

W H E R E A S :

- A. Pursuant to a Consent decree dated 8.4.1969 passed by the Hon'ble City Civil Court, at Bombay in the Suit No. 375 of 1961 by one of the joint family members Mr. Bhaskar Fakir Patil for the Partition of the joint family properties including the Larger Property situate lying and being at Village Nahur, Taluka Kurla, District Mumbai Suburban admeasuring about 92,341.30 sq. mtrs. bearing Survey Nos. 16/2, 30, 17, 29, 22, 23, 21, 26/B, 24/B, 26/A, 24/A and 25 having corresponding CTS Nos. 795, 795/2, 795/3, 795/4, 795/5, 795/8, 795/9, 795/11, 795/12, 795/13, 795/14 and 795/16 (aggregating to 1,23,760.50 sq. mtrs.) which is more particularly described in the First Schedule hereunder written and shown and surrounded by the red coloured boundary Line area to the Plan marked and annexed herewith as **Annexure "A"** (hereinafter referred to as "**the said Larger Property**"), whereby the said suit was decreed and it was declared that the said Larger Property is not a joint family property and the same exclusively belong to Mr. Atmaram Bhuryaji Patil, being Defendant No. 1 therein, subject to the terms and conditions recorded in the said Decree, whereby it was held that:
- 1) The said Larger Property was subject matter of the litigation with Union of India, Salt Department in Suit No. 1806 of 1966 in City Civil Court at Bombay and that the same was also subject matter of acquisition by the Central Railway.
 - 2) Defendant No. 1 Mr. Atmaram Bhuryaji Patil with the co-operation of all the parties in Suit No. 375 of 1961 will defend the claim of Union of India in Suit No. 1806 of 1966 and/or Land Acquisition proceedings.
 - 3) Upon the said Larger Property being freed from the pending litigation with Union of India (Suit No. 1806 of 1966) and released from acquisition proceedings from Central Railway, the Defendant No. 1 Mr. Atmaram Bhuryaji Patil, will get the said Larger Property partitioned and hand over 2 (two) acres of plot of land to the heirs of Fakir Mangal Patil and 1 (one) Acre plot of land to the heirs of Jeevan Mangal Patil, out of Survey No. 22 free from any encumbrances. and balance 19 acres to be retained by himself.
- B. Pending the disposal of the Suit No. 1806 of 1966 in City Civil Court, at Bombay and acquisition proceedings, the said Defendant No. 1 Atmaram Bhuryaji Patil, expired in the year 1977. Since the legal heirs of the deceased Atmaram Bhuryaji Patil had no resources to defend the said litigation and the said acquisition

proceedings, in respect of the said Larger Property, all the Patil family members unanimously decided to sell the said Larger Property on “As is where is basis” to any interested Developer/ Builder/Purchaser.

- C. By the Judgment and Order dated 15 & 23 March 1982 passed in Suit No. 1806 of 1966 by the Hon’ble City Civil Court, at Bombay, it was declared that owners were owners of 15/16th undivided share, right, title and interest in the Larger Property and Union of India was entitled for 1/16th undivided share right title and interest in the Larger Property.
- D. Union of India preferred 1st Appeal being Appeal No. 33 of 1983 in Hon’ble High Court, at Bombay against the order and judgment of Hon’ble City Civil Court, at Bombay dated 15 & 23 March, 1982. The said Appeal was rejected by the Hon’ble High Court, at Bombay vide its order dated 30th & 31st July, 1990.
- E. In the meantime, in pursuance of the unanimous decision for sale of the said Larger Property, the branch of Atmaram Bhuryaji Patil, Fakir Mangal Patil and Jeevan Mangal Patil (hereinafter referred to as “**the said owners**”) who were having undivided right in the said Larger Property respectively to the extent of 19 Acres, 2 acres, and 1 Acre, by three (3) diverse Agreements for Sale, all dated 29.11.1985, agreed to sale their respective undivided share, rights in the said Larger Property on “As is where is basis”, subject to the pending litigation with Union of India, Salt Department and also subject to acquisition proceedings by Central Railway to M/s. Sadguru Enterprises on terms and conditions recorded in the said Agreements. The said owners also executed various Power of Attorneys in favor of the partners of M/s. Sadguru Enterprises and handed over possession of the said Larger Property more particularly described in the First Schedule hereunder written. The said M/s. Sadguru Enterprises paid part consideration to the said Owners from time to time.
- F. On or about in December 1987 and in January 1988, the said M/s Sadguru Enterprises negotiated for the sale of said Larger Property with M/s. Crescent Builders with the consent of the said Owners of the said Larger Property. Accordingly, by Thirty Two (32) diverse Tripartite Agreements for sale executed between the said Owners (therein referred to as “the Vendors”) of First Part, M/s. Sadguru Enterprise (therein referred to as “the Confirming Party”) of Second Part and M/s Crescent Builders (therein referred to as “the Purchasers”) of Third Part, the said Larger Property was agreed to be sold to the said Purchasers on “as is

where is basis” and on terms and conditions and at enhanced consideration more particularly mentioned in the said 32 (Thirty Two) Tripartite Agreements for Sale executed in Dec, 1987 and January 1988 amongst the Parties. The said Owners also executed several Power of Attorneys in favor of the Partners of the Purchasers i.e. M/s. Crescent Builders and handed over the Possession of the said Larger Property to the said Purchasers in pursuance of the said Agreements. The said M/s. Crescent Builders paid part consideration to the said Owners and to the confirming Party from time to time.

- G. Union of India being aggrieved by the judgment and order dated 30/31 July, 1990 in First Appeal No. 33 of 1983 passed by the Hon’ble High Court of Bombay, filed Letters Patent Appeal No. 103 of 1993 against the order of dismissal and rejection of the said First Appeal. The said Letters Patent Appeal (L.P.A.) was dismissed by the Hon’ble Division Bench of the High Court of Bombay vide its order dated 5th August, 1993. Being aggrieved by the said Judgment and order dated 5th August, 1993. The Union of India through Salt Commissioner Filed Special Leave Petition (SLP) No. 8237 of 1994 in the Hon’ble Apex Court.
- H. By Tripartite Agreement for Development dated 14th December, 1993, executed between “Owners” the Janardhan Atmaram Patil and Others as “VENDORS, M/s. Crescent Builders (as “confirming party”) and M/s. Pioneer Housing the Promoter as “DEVELOPERS”, thereby the said owners and The confirming party entrusted the development of the said Larger Property more particularly described in the First Schedule hereunder written on the terms, conditions and consideration mentioned in the said Agreement dated 14th December, 1993. Under the said Agreement, 30% share of development rights in the said property was retained by the Confirming Party M/s Crescent Builders and the Confirming Party and the Owners agreed to grant the remaining 70% development rights in favour of the Developers M/s Pioneer Housing.
- I. The said Owners have executed an irrevocable Power of Attorney dated 14th December, 1993 in favour of 1) Mr. Amritlal Jain, 2) Mr. Laxmichand Vardhan, 3) Mr. Champalal Vardhan and 4) Mr. Umedraj Vardhan, (being the partners of the Promoter / Developers), authorizing them to develop the said Larger Property, which is more particularly described in the First Schedule hereunder written and simultaneously handed over the vacant and peaceful possession of the said Larger Property to the Promoter / Developers’, as and by way of part performance of the Agreement by their possession letter dated 14th December, 1993.

- J. As required then, under section 269 - UC of the Income Tax, Act, 1961, the said Development Agreement was submitted to the Appropriate Authority. On 19th October, 1994, the said Authority granted its no objection to the said Tripartite Agreement dated 14.12.1993 under section 269 – UL(3) of the Income Tax Act, 1961.
- K. On 11.7.1994, the Hon'ble Supreme Court of India dismissed the Special Leave Petition No. 8237 of 1994 filed by the Union of India, Salt Department against the Judgment and Order passed by the Hon'ble Bombay High Court in Letters Patent Appeal No. 103 of 1993. It was accordingly confirmed that Union of India, Salt Commission, Bombay is owner of 1/16 undivided share in the **Larger Property** and the Owners are owner of 15/16 undivided share of the **Larger Property**.
- L. Thus, the said Owners are the joint owners of the Larger Property to the extent of 15/16th undivided share in the said Larger Property and balance 1/16th undivided share in the said Larger Property is entitled by the Union of India, Salt Department.
- M. An Application was filed by the Deputy Salt Commissioner, Union of India, to concerned revenue authorities for partition of the said Larger Property. In response to the said Application filed by Deputy Salt Commissioner, Union of India, the Collector Mumbai Suburban District vide its order dated 28.4.1995, partitioned and demarcated the said 1/16th undivided share in the said Larger Property of Union of India, pursuant to the said decree dated 15th & 23rd March, 1982 in Suit No. 1806 of 1966 passed by Hon'ble City Civil Court at Bombay and thereby carved out and earmarked the portion of the land admeasuring about 5771.25 sq. mtrs. as the 1/16th undivided share in the said Larger Property of Union of India forming part of survey no. 17, 22 and 21 having corresponding CTS Nos. 795/3B, 795/5B and 795/9B respectively admeasuring about 837.00 sq. mtrs., 4147. 25 sq. mtrs. and 787.00 sq. mtrs. (aggregating to 5771.25 sq. mtrs.) and handed over the possession of the said plot of land to the Union of India, Salt department, which is more particularly described **firstly in the Second Schedule hereunder written and** shown and surrounded by **Green colored** boundary line area to the Plan marked and annexed hereto as Annexure "A". An area of 19,923.45 sq. mtrs. were deducted towards Central Railway Acquisition forming part of Survey Nos. 16/2, 30, 17, 29, 22 and 26/B and bearing corresponding CTS Nos. 795, 795/2, 795/3, 795/4, 795/5 and 795/11 respectively admeasuring about 6,709.16 sq. mtrs., 5,469.76 sq. mtrs., 607.05 sq. mtrs., 6,710.15 sq. mtrs., 117.05 sq. mtrs. and

250.28 sq. mtrs. Similarly, DP road area of 11,555.75 sq. mtrs. were deducted from Survey No. 23, 21, 26B, 26A and 24A and bearing corresponding CTS Nos. 795/8, 795/9, 795/11, 795/13 and 795/14 respectively admeasuring about 273.00 sq. mtrs., 2.75 sq. mtrs., 863.00 sq. mtrs., 3,325 sq. mtrs. and 7,092 sq. mtrs. In the circumstances, the said Owners became absolute owners of the remaining portion of the Larger Property admeasuring about 86,570.05 sq. mtrs. forming part of Survey No. 16/2, 30, 17, 29, 22, 23, 21, 26/B, 24/B, 26/A, 24/A and 25 and bearing corresponding CTS Nos. 795, 795/2, 795/3, 795/4, 795/5, 795/8, 795/9, 795/11, 795/12, 795/13, 795/14 and 795/16, respectively admeasuring about 4,218.74 sq. mtrs., 1,791.84 sq. mtrs., 7,579.65 sq. mtrs., 7,611.35 sq. mtrs., 20,419.70 sq. mtrs., 10,374.70 sq. mtrs., 13,278.85 sq. mtrs., 3,439. 72 sq. mtrs., 205.70 sq. mtrs., 6,042.10 sq. mtrs., 6,789.70 sq. mtrs. and 4818.00 sq. mtrs., (hereinafter referred to as **"the said owners' property"**).

- N. One Kundan Mohan Patil has filed a Writ Petition No 1940 of 2015 in the Hon'ble Bombay High Court, against the State of Maharashtra (Commissioner, Assist. Commissioner, Executive Engineers, Collectors etc), wherein, he has falsely impleaded M/s Pioneer Housing as a party Respondent. In the said Writ Petition, the Petitioner has alleged irregularities and unauthorized construction. In response, one of the partners of M/s Pioneer Housing has filed an Affidavit in Reply denying all the allegations and has further placed on record the true and correct facts of the case, including the fact of the regularization of the unauthorized construction. The said Writ Petition was withdrawn by the Petitioner.
- O. In or around, 2008 – 09, one Krishnabai Dashrath Babade claiming to be the co-owner in one (1) acre of land had applied to the Tahasildar for getting her alleged undivided 1/3rd share in the said one (1) acre property bearing survey No. 22 new CTS No. 795A of village Nahur, Taluka Kurla, Dist. Mumbai Suburban, equivalent to 1333 sq.mtrs., claiming her share as per the consent decree dated 8th April, 1969. Further, she had agreed to sell and transfer her 1/3rd share to M/s. Sadguru Enterprises / M/s. Crescent Builders/ the Promoter herein. However, on several representations made by her to the revenue authorities, she succeeded to get her share partitioned without any notice to the other co-owners and /or the Promoter herein. After the said partition of her alleged 1/3rd share in the aforesaid property, by a registered Deed of Conveyance dated 31st December, 2009, the said Krishnabai Dashrath Babade purportedly sold and conveyed property bearing survey No. 22 new CTS No. 795A of village Nahur, Taluka Kurla, Dist. Mumbai Suburban, equivalent to 1333 sq. mtrs., to one M/s. Manisha Developers. After

knowledge of said purported partition and the purported sale by the said registered Deed of Conveyance dated 31st December, 2009, the other co-owners filed an Appeal before the Additional Commissioner Konkan Division for cancellation of the order of partition passed by the collector, M.S.D. dated 5th December, 2009, as also an Appeal under Section 247 of the Maharashtra Land Revenue Code, 1966 before the Sub-Divisional Officer for setting aside the purported partition. However, in order to avoid further litigation affecting the development of the property, the Promoter herein have, by a Deed of Conveyance dated 11th August, 2014, acquired, from M/s. Manisha Developers, (the purported purchaser), the said portion of the land on the terms and conditions set out in the said Deed of Conveyance dated 11th August, 2014 duly registered with the Sub-Registrar of Assurances bearing serial No. 7831 / 2014.

- P. By a Supplementary Agreement dated 29th April, 2002 entered in to between M/s Crescent Builders and the Promoter, whereby M/s Crescent Builders have agreed and allowed the Promoter to develop the said Owners' Property entirely and in lieu thereof M/s. Crescent Builders shall have a right in the net income from the Development and Construction of the said Owners' property. The Promoter is thus exclusively entitled to entire development of the said Owners' property and to deal with and to dispose of all the proposed constructed areas whether commercial / residential and / or other premises therein on Ownership basis.
- Q. By virtue of the Tripartite Agreement dated 14.12.1993, read with Supplementary Agreement dated 29.4.2002, the Promoter is entitled to develop the said Owners' Property which is more particularly described **secondly in the Second Schedule hereunder written** and shown and surrounded by **Green colored** boundary line area to the Plan marked and annexed hereto as Annexure "A".
- R. The said Owners' property was governed by the Provision of Urban Land and Ceiling Act, 1976, (now repealed) and therefore, requisite formalities were initiated. Additional Collector and Competent Authority (ULC), vide its order dated 28th July, 1995 declared that an area of 20,176 sq. mtrs. is Surplus Vacant Land (SVL) and by another order dated 29th July, 1995, the Additional Collector & Competent Authority (ULC), permitted the said Owners to develop the said Surplus Vacant Land upon the terms and conditions recorded therein. The Additional Collector and Competent Authority (ULC) vide its letter dated 30.3.2009, confirmed the reduction of the Surplus Vacant Land to 328.02 sq. mtrs. and permitted the Owners to the

develop the said land on the same terms and conditions contained in the order dated 29th July, 1995.

- S. The Promoter has prepared layout and the plans for development of the Owners' Property which is naturally divided in two parts due to passing of D. P. Road known as Goregaon Mulund Link Road whereby one portion falls in Municipal "S" Ward and another portion falls in Municipal "T" Ward. On 25.3.2010 & latest Layout dt. 15.07.2014, the Municipal Corporation of Greater Mumbai approved the Layout of the Owners' Property and thereby subdivided into various sub plots viz. Sub Plots A to P, as more particularly shown and is demarcated in the Plan marked and annexed hereto as Annexure "A", viz.

AREA STATEMENT OF SUB-PLOTS AS PER APPROVED LAY-OUT PLAN OF
MCGM DATED 15.07.2014.

C.T.S. NO. 795A, 795A/1 TO 795A/15 At Village Nahur.

PLOT	U S E R	AREA in Sq. mtrs.	Remarks
A	PH/HDH	35142.20	
B	PH/HDH	7303.96	
C	RM+WC+PL	6454.20	
D	SECONDARY SCHOOL	68.20	
E	SECONDARY SCHOOL	2805.50	
F	SECONDARY SCHOOL	17.10	
G	MUN. PRIMARY SCHOOL	3786.10	
H	P.G. RESREATION	9312.40	
I	RAILWAY SIDING	21891.50	
J	RAILWAY SIDING	1754.80	
K	18.30M. W. D. P. ROAD	227.70	
L	18.30M. W. D. P. ROAD	447.00	
M	18.30M. W. D. P. ROAD	4386.40	
N	18.30M. W. D. P. ROAD	4820.50	
O	13.40M. W. D. P. ROAD	5113.10	
P	61.00M. W. D. P. ROAD	12635.80	
TOTAL		116166.46	

- T. The Sub Plot A is admeasuring about 35,142.20 sq. mtrs., (*Gross Plot Area including Area under D.P. Road & Reservations is 97953.70 sq.mts., & Net Plot*

Area is 35142.20 sq.mts.) which is more particularly described in the **Third Schedule hereunder written** and shown and surrounded by the **Blue Colored** Boundary Line area to the Plan marked and annexed herewith as Annexure “A” (hereinafter referred to as “**the said property**”). As per sanctioned Development Plan of Greater Mumbai, the said property is reserved for Public Housing (PH)/High Density Housing (HDH), which is buildable reservation, under the provision of prevailing Development Control Regulation, 1991. The Promoter has obtained the permission from the concerned authorities for its development vide its letter no. CHE/1507/DPS dated 6th July, 1995.

- U. On 02/09/2011 the collector Mumbai Suburban District passed an order bearing no. 2D/AMG/SD/S.R.K.1426 for reconstitution and amalgamation of different plots and thereby an area of plot of land bearing CTS No. 795A, 795A/1 to 795A/15 to admeasuring about 1,16,166.46 sq. mtrs. and thereby cancelled other extract of property cards and confirmed the said areas. The office of the city survey opened extract of property card bearing CTS No. 795A/1 to 795A/15, respectively admeasuring about 7367.46 sq. mtrs., 6500.00 sq. mtrs., 68.02 sq. mtrs., 2988.61 sq. mtrs., 19.52 sq. mtrs., 3752.57 sq. mtrs., 9869.74 sq. mtrs., 22116.88 sq. mtrs., 1755.39 sq. mtrs., 227.65 sq. mtrs., 446.68 sq. mtrs., 4113.79 sq. mtrs., 4847.35 sq. mtrs., 4313.85 sq. mtrs. and 12636.30 sq. mtrs., aggregating to 81023.79 sq. mtrs. were deducted from CTS No. 795A and confirmed the balance area of 35142.67 sq. mtrs. is C.T.S. No. 795A. Hereto marked and annexed as **Annexure “B”** are the photocopy of extract of property cards bearing CTS No. 795A, 795A/1 to 795A/15. Area admeasuring about 21,891.50 sq. mtrs. and 1,754.80 sq. mtrs. of CTS No. 795A/8, 795A/9 have been allotted in the name of Railway and Area admeasuring about 12635.80 sq. mtrs. of CTS No. 795A/15 has been allotted towards DP road for Goregaon Mulund Link Road and the remaining area is in the name of said Owners i.e. Janardhan Atamaram Patil and others, which is more particularly described secondly in the Second Schedule hereunder written and shown and surrounded by the Green Coloured Boundary Line area to the Plan marked and annexed herewith as Annexure “A”.
- V. The Promoter has entered into a standard Agreement with an Architect registered with Council of Architect M/s. Bhatnagar Ambre Kothari, as prescribed by Council of Architect. Similarly, the Promoter has appointed a Structural Engineer M/s. JW Consultant for the preparation of structural design and drawing of the said Building/s and the Promoter has accepted the professional supervision of the

Architect and the Structural Engineer till completion of the development of the said property.

- W. M/s. Majumdar & Co., Advocates & Solicitors have issued title certificate dated 31st January, 2003, 26th July, 2017 and Supplemental Certificate of Title dated 30th November, 2017 in respect of the said Owners' Property and the Promoter's entitlement to develop the same. A copy of the same is marked and annexed as **Annexure "C", "C-1" and "C-2"**.
- X. The Promoter has prepared the plan for development of the said property for phase wise construction of the various buildings viz. Building No. A1, A2, B1 and D1, 2 nos Temple and Upashraya and BUA against handing over of D.P. Roads + TDR & further claimed additional FSI permissible under the provision of Regn. No. 30(A), Table.12 and 17(1) of DCPR 2034. The Promoter has proposed to construct building known as D1 comprising of wing A & B, connected by Ground Stilt + 08 podium level and 60 nos of habitable floor. The proposed building D1 is connected to existing building A2 & B1 at 1st and 2nd podium level. Further it is proposed to accommodate the car parking for building A2, B1 and D1 and common amenities as and by way of Temple, Upashraya, Club House, Swimming Pool etc. The Promoter has provided necessary required Big Car Parking/Small car Parking as per requirement of MCGM.
- Y. The Promoter has obtained I.O.D. bearing no. CE/4288/BPES/AT dated 30.08.2018 for proposed Building no. D1, of which plan has been amended from time to time and lastly on 09.05.2019 and also obtained commencement certificate duly endorsed from time to time and lastly on 04.06.2019 for construction of ground/stilt + 8 level of podium (Total 09 Parking Floors) and 29 Upper floors for Wing 'B' & 5 Upper Floors for Wing 'A' of Building No. D1 as per sanctioned plan, Wing A known as Solana and Wing B Known as Senon in Project known as "Senroofs".--Hereto marked and annexed is the photocopy of I.O.D. and commencement certificate as **Annexure "D" and "E"**, respectively.
- Z. By virtue of Development Agreement dated 14.12.1993 read with supplementary Agreement dated 29.4.2002, the Promoter alone has rights to construct and sell the Apartment in the **Proposed building "D1" Wing A known as SOLANA and Wing B known as SENON**, which is under construction, on the portion of the said property, which is more particularly described in the Third Schedule hereunder

written and to enter into an Agreements with the prospective Allottee/s of the Apartment and to receive sale consideration in respect thereof.

- AA. The Allottee/s approached the Promoter herein and showed his/her/their readiness and willingness to acquire and purchase the Apartment in the said Building - D1. The Promoter has given all requisite information to the Allottee/s of all the documents of title relating to the said Larger Property, said property, Development Agreements, as also the plans, designs and specifications prepared by Architect Mr. Sunil G. Ambre and of such other documents which are specified under the provisions of Real Estate (Regulation and Development) Act, 2016 (hereinafter for brevity's sake referred to as the "**said Act**") and the rules and regulation framed thereunder, from time to time.
- BB. The Promoter is in actual and physical possession of the said property. The Promoter has as aforesaid, got approved from the Municipal Corporation of Greater Mumbai (M.C.G.M.) being the concerned Local Authority the plan, specification, design, elevation, sections and the details of said building and while sanctioning the said plans, the M.C.G.M. and/or the Government has laid down certain terms and conditions, stipulations and restrictions, registered undertaking which are to be observed and performed by the Promoter, while developing the said property and the said Building and upon due observation and performance of which only the completion and occupation certificate in respect of said building shall be granted by M.C.G.M.
- CC. The Allottee/s has/have applied to the Promoter for allotment to the Allottee/s Apartment No. _____ admeasuring approximately _____ **sq. mtrs.** in carpet area (equivalent to _____ **sq. ft.** in carpet area) and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, for exclusive use of the Allottee/s, or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Apartment No. _____ on _____ floor i.e. habitable floor (hereinafter called the "**said Apartment**") in the said **Building No. D1** as per the sanctioned plan, **Wing B** known as **SENON** in Project known as "**SENROOFS**". The Location of the said Wing and Building in the project known as Senroofs is shown by Red color is marked and annexed as Annexure A-1, being constructed on the portion of said property which is more particularly described in the **Fourth Schedule hereunder written**

- DD. The Allottee/s demanded from the Promoter and the Promoter has/have given free and full inspection to the Allottee/s of all documents of title relating to the said property and the plans, designs and specifications prepared by the Promoter's Architect, Mr. Sunil G. Ambre and of such other documents that are specified under the Real Estate (Regulation and Development) Act, 2016, (hereinafter referred to as the "**said Act**") and the rules made thereunder. The Promoter has registered the project under the provisions of the said Act with the Real Estate Regulatory Authority at Mumbai bearing **MAHA RERA No.** _____
- EE. Relying upon the said application, the Promoter agreed to sell to the Allottee/s the said Apartment and the promoter has agreed to confirm the sale of the said Apartment, at the price **Rs.** _____ **/- (Rupees** _____ **ONLY)** upon the terms and conditions hereinafter appearing.
- FF. Prior to execution of these presents the Allottee/s has/have paid to the Promoter a sum of **Rs.** _____ **/- (Rupees** _____ **ONLY)** being the part payment of the sale price of the Apartment agreed to be sold by the Promoter to the Allottee/s as advance payment or earnest money (payment and receipt whereof the Promoter doth hereby admit and acknowledge) of the Apartment agreed to be sold to the Allottee/s and the Allottee/s has/have agreed to pay to the Promoter balance of the sale price in the manner hereinafter appearing.
- GG. Under section 13 of the said Act the Promoter is required to execute a written Agreement for Sale of the said Apartment to the Allottee/s being in fact these presents and also to register the said Agreement under the Indian Registration Act.
- HH. Hereinafter for the sake of brevity, the term the Allottee/s shall include investor/s for the purpose of Article 5 (g-a) (ii) of the Schedule – I to the Maharashtra Stamp Act, 1958.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, CONFIRMED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS UNDER: