

Pradeep Thorat
pre-search

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") is executed at Mumbai on this ____ day of _____ in the year of **Two Thousand and Twenty Three, (2023)**

- : BY AND BETWEEN: -

M/S. VINAYAK ASSOCIATE, a registered Partnership Firm registered under the provisions of Indian Partnership Act, 1932, having **PAN AAJFV5797L**, through it's Partner **MR. HIRAL PATEL** Age: **33 years**, Aadhaar No.: **4399-2107-5323**, Email ID: **info.vinayak.mail@gmail.com**, Contact No.: **+91-9892383156** and having their office at **1212, Ghanshyam Enclave, Laljipada, New Link Road, Near Police Beat Chowky, Kandivali (West), Mumbai – 400067**, herein represented by its Partner Mr. Hiral J. Patel (hereinafter called the "**Promoter**" or "**Joint Developer**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include the partners of the said firm for the time being and the heirs, executors, administrators and legal representatives of the surviving partners)

AND

1) **Mr. Mayur Ashok Shinde**, Age: **28 years**, PAN No: **ETJPS5815P**, Aadhaar No.: **2121-4047-1986**, Email ID: **mayurshinde220@gmail.com**, Contact No.: **+91-7208940193**, AND **Mrs. Rajeshri Ashok Shinde**, Age: **51 years**, PAN No: **DIAPS8111P**, Aadhaar No.: **9357-5033-6215**, an Indian Inhabitant(s), presently residing at: **Room No. 54, Kala Killa, Kranti Nagar, Near Reva Fort Colony, Dharavi, Mumbai - 400 017**. (hereinafter collectively referred to as the "**Purchaser**", which expression shall unless it be repugnant to the context or meaning thereof mean and be deemed to include his/her heirs, executors, administrators and permitted assigns) of the **OTHER PART**.

WHEREAS:

- A. The lands bearing CTS No. 194A (part) of Village Ghatkopar admeasuring 2666.40 sq. mtrs. and CTS No. 1(B) (part) of Village Vikhroli admeasuring 273.60 sq. mtrs. aggregating to 2940 sq. mtrs. situated at Savitribai Phule Nagar, Galli No. 1 to 7, Pant Nagar, Ghatkopar (East), Mumbai – 400075, Village Ghatkopar in the registration District and Sub-District of Mumbai City (hereinafter referred to as "the **Property**") encroached by slum dwellers, stands in the name of Government of Maharashtra and has been declared as censused 'Slum' under Section 3 of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971.
- B. The slum dwellers occupying the Property together formed a co-operative housing society under the name "Kranti Jyot No. 1 Co-operative Housing Society (Proposed)" (hereinafter referred to as the "**SRA Society**") for redevelopment of the Property under the Slum Rehabilitation Scheme (hereinafter referred to as "**Scheme**") of the SRA.
- C. Under the Scheme, the SRA Society held a Special General Meeting on 15th August 2004 and the proposed redevelopment of the Property was approved by requisite majority of the members present and voting and pursuant to the said meeting, the Society passed a resolution dated 15th August 2004 in order to record and confirm that the property shall be redeveloped by **M/s. SHREE SAMARTH ERECTORS & DEVELOPERS**, a registered Partnership Firm of Mr. Kishor Baburao Jadhav and Mrs. Kanchan Kishor Jadhav, registered under the provisions of Indian Partnership Act, 1932, having PAN ABPFS7702R and having their office at Group No. 1, 229/3194, Tagore Nagar, Vikhroli (East), Mumbai – 400083 (hereinafter called the "**Developer**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include the partners of the said firm for the time being and the heirs, executors, administrators and legal representatives of the surviving partners);
- D. Pursuant thereto, by and under a Development Agreement dated

Property on which the Project is to be constructed have been annexed hereto and marked as **Annexure "D-1"** and **"D-2"**.

- O. The Purchaser being desirous of purchasing a flat/apartment in the Project, the Purchaser has carried out independent search and satisfied himself/herself regarding the marketable title and rights and authorities of the Promoter herein to develop the Property and being so satisfied, has offered to purchase and the Promoter has agreed to sell to the Purchaser, the Residential Apartment bearing No.1703 , admeasuring 407 square feet **carpet area (as per MahaRera)** on the **Seventeenth Floor of Wing "B"** of the Sale Building named '**Vinayak Heights**', forming part of the Promoter's Area, which is more particularly described in the **Second Schedule** hereunder written, forming part of the Promoter Allocated Area (hereinafter referred to as the **"Apartment"**).
- P. The authenticated copies of the plans of the Layout as approved by the Slum Rehabilitation Authority or any other Local Authority and the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of buildings and open spaces are proposed to be provided for on the Project have been examined by the Purchaser to his/her/their full satisfaction. A copy of the floor plan pertaining to the Apartment is annexed hereto and marked as **Annexure "E"**
- Q. The Purchaser is aware of the fact that the Promoter herein has entered or will enter into similar or separate agreements with several other person/s and party/ies in respect of the other apartments/units in the Project forming part of the Promoter's Area and the Developer has entered into or will also enter into separate agreements with other person/s and party/ies in respect of the apartments/units in the Project forming part of the Developer's Area.
- R. The Purchaser has demanded from the Promoter and the

hereinabove and all other documents, permissions, sanctions and orders issued by various Government Authorities and the amalgamation plan, layout plan, designs and specifications approved by the Slum Rehabilitation Authority (SRA) or such other local authority or other authority and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 read with the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of estate agents, rates of interest and disclosures on website) Rules, 2017 (collectively "RERA") and the rules and regulations made thereunder, as amended, revised or updated from time to time.

s. Under Section 13 (2) of the Real Estate (Regulation and Development) Act, 2016 read with Rule 10 of Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of estate agents, rates of interest and disclosures on website) Rules, 2017, the Promoter is required to execute the written Agreement for sale of the Apartment to the Purchaser being these presents and to present the same for registration under the provisions of Indian Registration Act, 1908.

t. The Promoter has registered the Project under the provisions of RERA with the Maharashtra Real Estate Regulatory Authority (MahaRERA) vide Registration No. **P51800000626** dated 18/07/2017. A copy of the Registration Certificate issued by the Authority is annexed hereto and marked as **Annexure "F"**.

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

1. PROMOTER TO CONSTRUCT THE PROJECT AND PURCHASER TO PURCHASE THE APARTMENT

1.1. The Promoter shall construct the Project pursuant to the development rights relating to the building proposed to be named as "**Vinayak Heights**" consisting of **Wing 'B' and 'C'**" ("**Sale Building**"). or by such other name as the Promoter in its

part of the Project being undertaken by the Promoter on part of the land more particularly described in the **First Schedule** hereunder written, consisting of '0' basement and ground/stilt/'0' podiums and 20 upper floors on the Property in accordance with the plans, designs and specifications as approved by the Slum Rehabilitation Authority or other concerned local authority from time to time:

Provided that the Promoter shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the Apartment agreed to be allotted/sold to the Purchaser except any alteration or addition required by any Government or local authorities/bodies or due to change in law.

- 1.2. (i) The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser Apartment No.1703 admeasuring 407 sq. feets Carpet area (as per MahaRera) on **Seventeenth** floor in **Wing "B"** of the Sale Building named '**Vinayak Heights**' (hereinafter referred to as the "**Apartment**") as shown in the Floor plan thereof hereto annexed and marked **Annexures E**, the total aggregate consideration amount of **Rs. 66,58,520 /-** (**Rupees Sixty Six Lakh Fifty Eight Thousand Five Hundred Twenty Only**) 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 Third Schedule hereunder written.
- 1.3. The Purchaser have agreed to pay **Rs. 66,58,520 /-** (**Rupees Sixty Six Lakh Fifty Eight Thousand Five Hundred Twenty Only**) to pay to the Promoter in the following manner ("**Payment Plan**"):-

(Registration of real estate projects, Registration of estate agents, rates of interest and disclosures on website) Rules, 2017.

**FIRST SCHEDULE ABOVE REFERRED TO
DESCRIPTION OF THE PROPERTY**

ALL THAT PIECE OR PARCEL OF LAND bearing CTS No. 194A (part) of Village Ghatkopar admeasuring 2666.40 sq. mtrs. and CTS No. 1(B) (part) of Village Vikhroli admeasuring 273.60 sq. mtrs. aggregating to 2940 sq. mtrs. situated at Savitribai Phule Nagar, Galli No. 1 to 7, Pant Nagar, Ghatkopar (East), Mumbai – 400 075, Taluka Kurla, in the registration District and Sub-District of Mumbai City and Mumbai Suburban, within the limits of 'N Ward' of the Municipal Corporation of Greater Mumbai.

**SECOND SCHEDULE ABOVE REFERRED TO
DETAILS OF THE APARTMENT**

Residential Apartment being Flat No.1703, having carpet area admeasuring 407 sq. feet. (**MahaRera Carpet area**), (which is inclusive of the area of terrace, balconies and/or decks) situated on **Seventeenth** floor in the Building/**Wing 'B'** in the building complex named "**VINAYAK HEIGHTS**" being constructed on part of the Property more particularly described in the First Schedule written hereinabove.

THIRD SCHEDULE REFERRED TO ABOVE

LIST OF AMENITIES

A. INTERNAL AMENITIES

1. Main door with safety lock & night latch.
2. Internal door finished with paint/suitable finishing material.
3. Vitrified tiles in living room and bedrooms.
4. Superior quality paint for internal walls.
5. Internal wall finished in POP/Gypsum.