

**AGREEMENT FOR SALE**

THIS ARTICLES OF AGREEMENT made and entered into at Mumbai, this  
 16<sup>th</sup> day of Oct. 2023

**BETWEEN**

AMEY REALTY & CONSTRUCTION LLP, a Limited Liability Partnership, registered under the Limited Liability Partnership Act, 2008, under LLP Identification No.AAR-2553 (previously known as "M/s. Amey Construction, registered under the Indian Partnership Act, 1932 and subsequently converted into "Amey Realty & Construction LLP", in pursuance of the Certificate of Registration on Conversion dated 9<sup>th</sup> December, 2019 issued by the Asst. Registrar of Companies), having their Registered Office at GB, Shiv Chhaya CHS, Sir M.V. Road, Andheri (East), Mumbai-400 069, hereinafter referred to as "THE PROMOTER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners for the time being and from time to time of the said firm (to the extent permissible in the law) and last survivor of them and their/his/her heirs, executors, administrators and assigns) of the ONE PART;

**AND**

MR./MRS./M/S.

DARSHAN CHIKHALIKAR AND  
 DARSHANA CHIKHALIKAR

having address at

11/01 - 13 wing Camiben CHS Ltd  
 W. 12, Road, Andheri West - 400058

hereinafter called "**THE PURCHASER**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individuals his/her/their heirs, executors, administrators, and in case of firm, its partners/proprietor for the time being and from time to time and the last survivor of them and in case of Company, its successor-in-title and permitted assigns) of the **OTHER PART**.

The expression "**Purchaser**" hereinafter shall be deemed to mean and include the singular and the plural thereof (male/female).

The Promoter and Purchaser are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

**WHEREAS:**

- A) By a Deed of Conveyance dated 24<sup>th</sup> June 1955, registered with the Sub-Registrar of Assurances at Bandra, Mumbai under No. BND/484/1955, and made between Shri Nagardas Dharsi Bhuta and Smt. Kashibai Nagardas Bhuta, therein called the Vendors of the One Part and Shri Ramdular Bhagwat Narayan Pandey (as he was the nalive and now since deceased), therein called the Purchaser of the Other Part, the said Shri Nagardas Dharsi Bhuta and Smt. Kashibai Nagardas Bhuta sold, conveyed, transferred and assigned unto the said Shri Ramdular Bhagwat Narayan Pandey, all that pieces or parcels of land bearing Survey Nos.45, Hissa No.1 (Part), and Survey No. 46, Hissa No. 8 (Part) of Village Mogra, Taluka-Andheri, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban (hereinafter referred to as "**the said larger land**"), at or for the consideration and on the terms and conditions more particularly stated therein;
- B) Subsequently, in or about the year 1971, the said larger land bearing Survey Nos.45, Hissa No.1 (Part) and Survey No. 46, Hissa No. 8 (Part) were allotted City Survey Nos.182, 182/1 to 5 and the area thereof was fixed as 4972 Square Meters;
- C) Shri Ramdular Bhagwat Narayan Pandey died intestate at Mumbai, on 21<sup>st</sup> December 1981, leaving behind him, his widow Smt. Rajdulari Ramdular Pandey, 5 sons Shri Laxminarayan Ramdular Pandey, Shri Satyanarayan Ramdular Pandey, Shri Seshnarayan Ramdular Pandey, Shri Vijaykumar Ramdular Pandey and Shri Santoshkumar Ramdular Pandey and one daughter Pushpavati Ramdular Pandey, as his only heirs, next-of-kin and legal representatives, under the provisions of the Hindu Succession Act, 1956, by which he was governed at the time of his death;
- D) Upon the death of the said Shri. Ramdular Bhagwat Narayan Pandey, the said larger land devolved upon the said Smt. Rajdulari Ramdular Pandey, Shri Laxminarayan Ramdular Pandey, Shri Satyanarayan Ramdular Pandey, Shri Seshnarayan Ramdular Pandey, Shri Vijaykumar Ramdular Pandey, Shri Santoshkumar Ramdular Pandey and Pushpavati Ramdular Pandey (hereinafter referred to as "**the Original Owners**", for the sake of convenience);
- E) By and under the unregistered Development Agreement dated 15<sup>th</sup> July 1994, made between the Original Owners, therein called the First Owner, Second Owner, Third Owner, Fourth Owner, Fifth Owner, Sixth Owner and Seventh Owner, respectively, and one Bagwe Housing Pvt. Ltd., therein called the Developers, the Original Owners had agreed to grant the development rights in respect of the said larger land unto and in favour of Bagwe Housing Pvt. Ltd., at or for the consideration and on the terms and conditions as more particularly stated therein;
- F) In pursuance of the said Development Agreement dated 15<sup>th</sup> July 1994, the Original Owners also executed two Power of Attorneys dated 26<sup>th</sup> October 1994 and 26<sup>th</sup> April 2002, respectively, and thereby appointed Bagwe Housing Pvt. Ltd. as their constituted attorney to do and carry out certain acts, deeds, matters and things for the development of the said larger land, as more particularly stated therein.

- GG) By a Mortgage Deed dated 28<sup>th</sup> July, 2022, registered with the Jt. Sub-Registrar of Assurances, Andheri-7, Mumbai, under Serial No. BDR-18/13289/2022, the Promoter has created the Simple Mortgage without possession, in favour of State Bank of India, Chembur Branch, Mumbai ("SBI" for short), upon the said Property and the unsold flats in the project (*including the said Premises*), to secure the project specific loan obtained by the Promoter from SBI, as more particularly stated therein;
- HH) The Purchaser has/have inspected the title documents, permissions and sanctions from to time granted by various authorities, sanctioned and proposed Plans, I.O.D., C.C., respective agreements between the Promoter and the respective tenants/occupants, Mortgage Deed, the relevant City Survey and Revenue Records etc. The Purchaser has/have accepted the Title Certificate in respect of the said Property, dated 15<sup>th</sup> November, 2022 issued by M/s. Mehta & Co., Advocates & Solicitors for the Promoter, a copy whereof is annexed and marked as Annexure-"F". The Purchaser has/have fully satisfied himself / herself / themselves about the rights of the Promoter to the said Property and to develop and construct the said new building and to allot/sale the remaining premises therein in the manner herein contained and the Purchaser has/have agreed that he/she/they shall not be entitled to raise any requisition/query/demand upon the Promoter with regard thereto;
- II) The Purchaser/s hereby admit and confirm that he/she/they had demanded from the Promoter and the Promoter has given inspection to the Purchaser/s of all the documents referred to hereinabove viz. of title relating to the said Property, agreements, mortgage deed, permissions, approvals, sanctions, plans, IOD, CC, designs, specifications sanctioned by the M.C.G.M. and other concerned authorities as also the relevant City Survey and Revenue Records in respect of the said Property and all other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 ("RERA" for short) and the Rules and Regulations thereunder and at the specific request made by the Purchaser/s, the Promoter has furnished the Photo Copies of all the said documents prior to the execution of this Agreement and the Purchaser hereby admit, acknowledge and confirm the receipt thereof from the Promoter;
- JJ) The Purchaser has applied to the Promoter for allotment of one residential premises bearing Flat No. 1003, admeasuring ..... **Square Meters** i.e. .... **Square Feet Carpet Area** (as defined under RERA) (with **variation of (+/-) 3% only**), on the ..... **Floor**, in Wing-'A' of the said Building and proposed to be known as "**Amey Apartment**" (hereinafter referred to as "**the said Premises**") and which is under construction on the said Property by the Promoter;
- KK) The carpet area of the said Premises is ..... **Square Meter**, and "carpet area" means the net usable floor area of the Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Premises for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Premises for exclusive use of the purchaser, but includes the area covered by the internal partition walls of the Flat;
- LL) SBI has, by its letter dated ..... 2023, granted its no-objection the permission to the Promoter to sell and transfer the said Premises, on the terms and conditions as stated therein. A copy of the said letter is hereto annexed as **Annexure-'G'**;
- MM) Relying upon the said application, declaration and agreement, the Promoter has agreed to sell to the Purchaser, the said Premises at the price and on the terms and condition hereinafter appearing;
- NN) The Promoter has got some of the approvals from the concerned local authority to the plans, the specifications, elevations, sections of the said Building and shall obtain the balance approvals from various authorities from time to time, so as to

6. As recited hereinabove, the Purchaser has demanded from the Promoter and the Promoter has given inspection to the Purchaser of all the documents of title relating to the said Property, agreements, permissions, approvals, sanctions, plans, designs, specifications sanctioned by the M.C.G.M. and other concerned authorities as also the relevant City Survey and Revenue Records in respect of the said Property and has also been given inspection of all other documents which were required by the Purchaser/s, and/or as required under the RERA and the Rules and Regulations thereunder. The Purchaser hereby confirms having inspected the site of construction and having received the Photo Copies of all the aforesaid documents from the Promoter and that the Purchaser is satisfied about the same and also about the Promoter's right to construct the said Building on the said Property. The Purchaser shall not be entitled to further investigate or question the title to the said Property and no requisition or objection shall be raised at any time hereafter in any manner relating thereto. The Purchaser/s further agrees that he/she/they is/are aware of terms and conditions of the permissions and sanctions for development granted by the M.C.G.M. and that the Purchaser shall be bound by the same.
7. The said Building will be constructed by the Promoter in accordance with the buildings plans prepared by their Architect and sanctioned by the Concerned Authorities, from time to time, as aforesaid.
8. The Purchaser hereby agree to purchase and acquire from the Promoter, and the Promoter agree to sell to the Purchaser a residential premises bearing Flat No. 1003, admeasuring ..... Square Meters i.e. 1017 ..... Square Feet Carpet Area (as defined under RERA) (with variation of (+/-) 3% only), on 10th Floor, in Wing-"A" of the Building proposed to be constructed by the Promoter on the said Plot described in the Second Schedule hereunder written and to be known as "Amey Apartment", as shown on the authenticated copy of the plans of the premises agreed to be purchased by the Purchaser, as sanctioned and approved by the M.C.G.M. annexed and marked as Annexure-'I' (hereinafter referred to as "the said Premises"), for the consideration of ₹ 28535138/- (Rupees ..... only), including the proportionate price of the common areas and facilities and limited common areas and facilities appurtenant to the said Premises (save and except the car parking space allotted hereunder), the nature. The extent and description of the common/limited common areas and facilities which are more particularly described in Annexure-'I' hereto.
9. The Purchaser agree and undertake to pay the aforesaid price and consideration for purchase of the said Premises to the Promoter, in the following manner:-

Sr. No.	Percentage	Instalment Amount (₹)	Payable
1	9%		Earnest money paid on or before the execution of this Agreement.
2	36%		On completion of the Plinth of the said building.
3			On completion of ..... Slab of the said building.
4			On completion of ..... Slab of the said building.
5			On completion of .... Slab of the said building.
6			On completion of ..... Slab of the said building.
7			On completion of ..... Slab of the said building.
8			On completion of ..... Slab of the said building.

Estate Regulatory Authority at Mumbai, as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations, thereunder.

69. 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 at Mumbai will have jurisdiction for this Agreement.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals the day and year first hereinabove written.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**  
**(OF THE SAID PROPERTY)**

ALL THAT pieces or parcels of land bearing Survey No.45, Hissa No.1(part), Survey No.46, Hissa No.8 (Part), Old C.T.S. No.182 (Part), subsequently bearing C.T.S No.182/C, 182/D and 182/E, and now bearing New C.T.S. Nos. 182/C/1, 182/C/2, 182/C/3 and 182/D, all aggregately admeasuring 1693.00 Square Meters or thereabouts of Village Mogra, Taluka Andheri, in the Registration District of Mumbai Suburban, situated at Parsee Panchayat Road, Andheri (east), Mumbai-400 069 and shown delineated in Red Colour boundary line on the plan annexed hereto and bounded as follows, that is to say:

On or towards the East : by land bearing CTS No.183;  
On or towards the West : by land bearing CTS Nos.181 & 185;  
On or towards the South : by 60' D. P. Road;  
On or towards the North : by CTS Nos.183 & 184.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**  
**(OF THE MUNICIPAL MATERNITY HOME PLOT)**

ALL THAT piece or parcel of land bearing New Sub-Divided plot bearing C.T.S. No. 182/C/2, admeasuring 648.92 Square Meters or thereabouts, of Village Mogra, Taluka Andheri, in the Registration District of Mumbai Suburban, forming part of the property described in the First Schedule above written, situated at Parsee Panchayat Road, Andheri (East), Mumbai-400 069.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**  
**(OF THE ROAD SET-BACK LAND)**

ALL THAT piece or parcel of land bearing New Sub-Divided plot bearing C.T.S. No. 182/C/3, admeasuring 4.81 Square Meters or thereabouts, of Village Mogra, Taluka Andheri, in the Registration District of Mumbai Suburban, forming part of the property described in the First Schedule above written, situated at Parsee Panchayat Road, Andheri (East), Mumbai-400 069.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**  
**(OF THE SAID PLOT)**

ALL THAT piece or parcel of land bearing New Sub-Divided plot bearing C.T.S. No. 182/C/1, admeasuring 973.37 Square Meters or thereabouts, of Village Mogra, Taluka Andheri, in the Registration District of Mumbai Suburban, forming part of the property described in the First Schedule above written, situated at Parsee Panchayat Road, Andheri (East), Mumbai-400 069.

**SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED PROMOTER:**

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## Maharashtra Real Estate Regulatory Authority

### REGISTRATION CERTIFICATE OF PROJECT

#### FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number :  
**P51800045221**

Project: **AMEY APARTMENTS** , Plot Bearing / CTS / Survey / Final Plot No.: **182C 182D 182E** at **Andheri, Mumbai Suburban, 400069;**

- Amey Realty And Construction Llp** having its registered office / principal place of business at *Tehsil: Andheri, District: Mumbai Suburban, Pin: 400069.*
- This registration is granted subject to the following conditions, namely:-
  - The promoter shall enter into an agreement for sale with the allottees;
  - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
  - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (l) of sub-section (2) of section 4 read with Rule 5;  
OR  
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
  - The Registration shall be valid for a period commencing from **10/05/2022** and ending with **31/12/2025** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
  - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
  - That the promoter shall take all the pending approvals from the competent authorities
- If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid  
Digitally Signed by  
Dr. Vasant Premanand Prabhu  
(Secretary, MahaRERA)  
Date:10-05-2022 12:12:18

Dated: **10/05/2022**  
Place: **Mumbai**

Signature and seal of the Authorized Officer  
Maharashtra Real Estate Regulatory Authority