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ER: 6,60,11

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at Alibaug, this ____ day of October 2023;

BETWEEN

EXPRESS INTERIORS & CONTRACTORS LLP(PAN: AAEFE2684E), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having LLPIN: AAB-5316 and having its registered office at 105-A, Neelam Centre, Hind Cycle Road, Mumbai- 400 030, 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 its successors and assigns) of the **FIRST PART**;

AND

MR.HARSH AMIT MEHTA (PAN: AFDPM0031M), an adult, Indian Inhabitant, residing at 3102, Artesia, Hind Cycle Road, Worli, Mumbai 400 030, hereinafter referred to as "**the Owner**" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include his legal heirs, executors, administrators and permitted assigns) of the **SECOND PART**;

AND

MRS. TRIPTI ANUP GANDHI(PAN: ALCPB0418L), adult, residing at 5C Monisha, St. Andrews Road, Bandra West, Holy Family Hospital, VTC: Bandra, PO: Bandra West, Mumbai Suburban, Maharashtra, 400050 and, **MR. ANUP POPATLAL GANDHI** (PAN: AFQPG0973H), adult, residing at 5C Monisha, St. Andrews Road, Bandra West, Holy Family Hospital, VTC: Bandra, PO: Bandra West, Mumbai Suburban, Maharashtra, 400050. hereinafter referred to as the "**Purchaser**"/ "**Allottee**" (which

expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its / his / their respective heirs, successors and assigns) of the **THIRD PART**.

WHEREAS:

- A. By diverse means and assignments, Mr. Harsh Amit Mehta i.e. the Owner herein, became the owner of and/or well and sufficiently entitled to (a) All that piece and parcel of vacant land bearing Gat No. 23 admeasuring 1 Hectare 55.6 Acres, Village Dattapada, Taluka Alibaug, District Raigad, (earlier bearing Gat No. 84 of Village Saral Taluka Alibaug, District Raigad) in the Registration District of Raigad and Sub-District of Alibaug within the limits of Zilla Parishad Raigad, hereinafter referred to as "**Land 1**" and more particularly described in the **Second Schedule** hereunder written; and (b) All that piece and parcel of vacant land bearing Gat No. 26 admeasuring 1 Hectare 10.4 Acres, Village Dattapada, Taluka Alibaug, District Raigad, (earlier bearing Gat No. 87 of Village Saral Taluka Alibaug, District Raigad) in the Registration District of Raigad and Sub-District of Alibaug within the limits of Zilla Parishad Raigad hereinafter referred to as "**Land 2**" more particularly described in the **Third Schedule** hereunder written. The copies of the 7/12 extract pertaining to the Land No. 1 and the Land No. 2 reflecting the name of the owner i.e. 'Harsh Amit Mehta' as the owner are annexed hereto and marked as **Annexure "A"** and **Annexure "B"** respectively. The Land 1 and the Land 2 are hereinafter collectively referred to as the "**said Property**").
- B. By its Order dated 7 October 2010 bearing No. MaSha/L.N.A.1/ S.R.97/2010 the Collector, Raigad permitted the Owner to use Land 1 for non-agricultural commercial purpose of Holiday Home / Resort on the terms and conditions more specifically contained therein. However, the Owner could not put the

Entitlement (as defined therein) and to enter into Agreements and receive the sale consideration in respect thereof.

- P. The Promoter has registered Phase I of the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the "Act") with the Real Estate Regulatory Authority (hereinafter referred to as the "Authority") in the name of "Inner Circle Phase 1" bearing registration No. P52000022065. A copy of the registration certificate of the Phase I of the Project is annexed hereto and marked as Annexure "H".
- Q. The Office of Collector and District Magistrate, Raigad, Alibaug issued a Part-Occupancy Certificate to the Owner *i.e.* Mr. Harsh Mehta by and under a letter bearing No. Masha/L.N.A/A-1(A)/ Part: Occupancy Certificate/O.C.12/2022 dated 22 September 2022 ("Part Occupancy Certificate dated 22 September 2022") in respect of 4 buildings / wings being buildings No. A-1, A2, A-3 and B constructed on a portion of Land 1 on the terms and conditions more particularly mentioned therein. A copy of the aforesaid Part Occupancy Certificate dated 22 September 2022 is annexed hereto and marked as Annexure "H-2".
- R. Prior to the execution of this Agreement the Purchaser/s has / have demanded inspection from the Promoter and the Promoter has given inspection to the Purchaser/s of all the documents including originals available with them that have been furnished to the Authority for registration of the said Project which are also available for review on the website of the Authority. In addition to the aforesaid documents, the Promoter has given inspection to the Purchaser/s of all the documents of title relating to the said Property as available with the Promoter and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under provisions of the Act or the Rules and

the Promoter as aforesaid. In the event the Purchaser/s fail and/or neglect to take possession within the specified period, it shall be deemed that the Purchaser/s has/have taken possession from the date of the said writing and all obligations of the Purchaser/s related to taking possession of the said Flat shall be deemed to be effective. The date on which the Purchaser/s take possession of the said Shop or the date of expiry of the aforesaid notice for possession (in case possession is not taken), whichever is earlier is hereinafter referred to as the ("30th October 2023"). The Purchaser/s shall, be bound and liable to pay all outgoings and maintenance charges in respect of the said Flat as stated herein, even if the Purchaser/s does not take possession. In the event, the Promoter fail to fulfil any of the provisions, formalities or documentation, then in such event the provisions of the RERA shall apply.

21. As part of the transaction contemplated herein, the Purchaser/s shall, at the time of taking possession of the said Flat, pay to the Promoter, *inter alia*, the following amounts over and above the Sale Price and all other amount payable by the Purchaser/s under this Agreement or otherwise. The Promoter is entitled to retain and appropriate the same to its own account.

Particulars	Amount (Rs.)
Formation and Registration of the Association	25,000/-
Advance Maintenance Charges (inclusive of GST)	4,43,000/-
Corpus Deposit (inclusive of GST)	2,34,000/-
Water, electricity and other utility service connection charges	1,00,000/-
Total	8,02,000/-

Maharashtra Apartment Ownership Act, 1970 and the respective rules made thereunder.

75. The Purchaser/s and the Promoter undertake to remain present and shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Parties hereby undertake to attend such office of the sub-registrar and admit the execution thereof.
76. This Agreement shall be governed and interpreted by and construed in accordance with the laws of India.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

(said Flat)

First Floor Flat No. B-04 admeasuring 1103.2sq ft of RERA carpet area on the First floor of Wing/Tower Bin Phase I of the Project known as "INNER CIRCLE, ALIBAUG" along with exclusive balcony admeasuring 199.20 sq ft appurtenant to the said apartment for exclusive use of the Purchaser/s.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Land 1)

All that piece and parcel of land bearing Gat No. 23 admeasuring 1 Hectare 55.6 Acres of Village Dattapada Taluka Alibaug, District Raigad (earlier bearing Gat No. 84 of Village Saral, Taluka Alibaug, District Raigad) comprising of 17 (seventeen)

plots being Plot Nos. 1 to 17, in the Registration District of Raigad and Sub-District of Alibaug within the limits of Zilla Parishad Raigad and Panchayat Samittee Alibaug.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Land 2)

All that piece and parcel of land bearing Gat No. 28 admeasuring 1 Hectare 10.4 Acres of Village Dattapada Taluka Alibaug, District Raigad (earlier bearing Gat No. 87 of Village Sarai, Taluka Alibaug, District Raigad) in the Registration District of Raigad and Sub-District of Alibaug within the limits of Zilla Parishad Raigad and Panchayat Samittee Alibaug.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Phase I Land)

All that piece and parcel of land admeasuring about 5201 sq mtrs comprising of Plot Nos. 1 to 5 being a portion out of Land 1 more particularly described in the First Schedule hereinabove written.

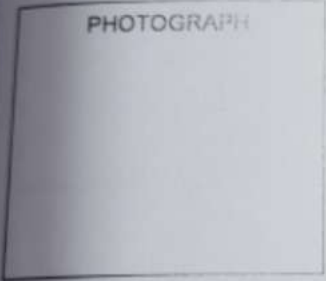
THE FIFTH SCHEDULE ABOVE REFERRED TO

(Phase II Land)

All that piece and parcel of land admeasuring 10,359 sq mtrs comprising of Plot Nos. 6 to 17 being the balance portion out of Land 1 more particularly described in the First Schedule hereinabove written.

SIGNED AND DELIVERED)
by the within named PROMOTER)
EXPRESS INTERIORS AND CONTRACTORS LLP)
PAN: AAEFE2684E)
By the hands of its Designated Partner)
Mr. HARSH AMIT MEHTA)
in the presence of)

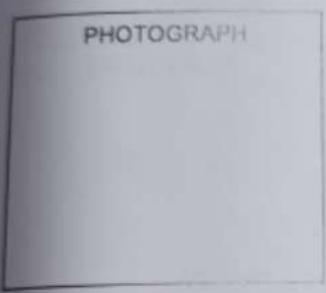
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- 2.



Signature of MR. HARSH AMIT MEHTA, Designated Partner of Express Interiors and Contractors LLP(Developer)

SIGNED AND DELIVERED)
by the within named OWNER)
MR. HARSH AMIT MEHTA)
PAN: AFDPM0031M)
in the presence of)

1. _____
2. _____



Signature of Mr. Harsh Amit Mehta (Owner)

SIGNED AND DELIVERED)
by the within named PURCHASER/S)
MRSTRIPTIANUP GANDHI)
PAN: ALCPB0418L)

in the presence of)

1.

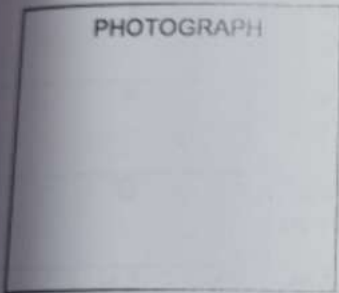


Signature of MRS. TRIPTIANUP GANDHI(Purchaser)

SIGNED AND DELIVERED)
by the within named PURCHASER/S)
MR ANUP POPATLAL GANDHI)
PAN: AFQPG0973H)

in the presence of)

1.



Signature of MR. ANUP POPATLAL GANDHI(Purchaser)