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## AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made at Mumbai this 16th day of October 2023;

## BETWEEN

M/S VL SAVLI DEVELOPERS LLP, a partnership firm duly registered under the provisions of Limited Liability Partnership Act, 2008, having its registered office at Shop No. 2, C wing, Stella Residency, Kannamwar Nagar-I, Vikroli (East), Mumbai- 400083, through its partners viz 1) Dr. Ramdas Maruti Sangle, 2) Mr. Aditya Ramdas Sangle and 3) Mr. Amit Ajit Pangam hereinafter referred to as the "Developer" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its partner or partners for the time being and from time to time, the survivor or survivors of them and their respective legal representatives, executors and administrators) of the One Part;

## AND

Vinod Shankar Tanawade and Vaishnvi Vinod Tanawade, adult, Indian Inhabitants, residing at Bldg no.4 B Room No.106, Swami Samarth So. Kannamwar Nagar 2, Vikhroli (E) Near 307 Last Bus Stop Mumbai - 400083. hereinafter referred to as the "Allottee/s" (which was respective heirs, executors and administrators) of the Other Part.

The Developer and the Allottee/s are hereinaster collectively referred individually as the "Party".

## WHEREAS:

- A. The Maharashtra Housing and Area Development Authority ("MHADA") was constituted with effect from 5 December 1977 under the provisions of the Maharashtra Housing and Area Development Act, 1976 ("MHADA Act") and in view of the provisions of the MHADA Act, the Maharashtra Housing Board stood dissolved and all the property, rights, liabilities and obligations of the Maharashtra Housing Board including those arising under any agreement or contract became the property, rights, liabilities and obligations of MHADA;
- B. The Government of India had formulated a Housing Scheme for the construction and allotment of tenements on rental basis to industrial workers known as Subsidized Industrial Housing Scheme Board;
- C. The MHADA Board had, in pursuance of the scheme, constructed four buildings i.e. (1) Building No. 156 on a piece and parcel of land situated at Survey No. 113 (Pt) bearing City Survey No 356 (Part) and admeasuring approximately 926.92 sq. mtrs alongwith Tit-Bit Land of Village Hariyali, Kannamwar Nagar, Vikhroli East, Mumbai 400083

Marayote

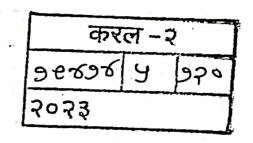
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(hereinaster referred to as "the First Land"), (2) Building No. 161 on a piece and Thereinafter referred to as "the First Land", City Survey No 356 (Part) and parcel of land situated at Survey No. 113 (Pt) bearing City Survey No 356 (Part) and parcel of land situated at Survey No. 113 (17) and admeasuring approximately 984.30 sq. mtrs alongwith Tit-Bit Land of Village Hariyali, admeasuring approximately 984.30 sq. must also described to as "the Kannamwar Nagar, Vikhroli East, Mumbai - 400083 (hereinafter referred to as "the Kannamwar Nagar, Vikhron Eust, Mannamwar Nagar, Mannamwa No. 113 (Pt) bearing City Survey No 356 (Part) and admeasuring approximately 900.81 No. 113 (Pt) bearing City Survey Rose Hariyali, Kannamwar Nagar, Vikhroli East, sq. alongwith Tit-Bit Land of Village Hariyali, Kannamwar Nagar, Vikhroli East, sq. alongwith Tit-Bit Land of Village With Third Land") (4) Building No. 163 on Mumbai 400083 (hereinaster referred to as "the Third Land") (5) bearing City Co. a piece and parcel of land situated at Survey No. 113 (Pt) bearing City Survey No 356 (Part) and admeasuring approximately 1086.33 sq.mtrs alongwith Tit-Bit Land of and admeasuring approximation of the state o SUB RECOVERED to as "the Fourth Land"). (5) All that piece and parcel of land or ground or flusted and lying underneath and appurtenant to Office Building Nos. 13 and 14 situated at Survey No. 113 (Pt) bearing City Survey No 356 (Part) and admeasuring approximately 552.90 sq. mtrs (hereinaster referred to as "the Fifth Land") Each building onsisting of ground plus four upper floors and each having 40 tenements The Building Nos. 156, 161, 162 and 163 are collectively referred to as TEID IN SHAPE OF sting Buildings" and the First Property, Second Property, Third Property ,Fourth

> D. MHADA authority as successor of the Maharashtra Housing Board became the owner of and/or otherwise well and sufficiently entitled to the said Land along with the Existing Buildings standing thereon.

Property and Fifth Property are collectively referred to as "the said Land"

- E. Persistent demands were made by the occupant industrial workers that the tenements constructed for them under the aforesaid Subsidized Industrial Housing Scheme by the housing authorities, be sold to them.
- F. The conference of the Housing Ministers of all the States held at Calcutta in December, 1975 had recommended to the Government of India to consider the transfer of these tenements to the occupants on ownership basis by giving them opportunity to pay for these tenements in suitable installments as it was found that it was practically impossible to dispossess superannuated arrears or workers who have crossed the prescribed income limit and consequently have become ineligible for retention of the tenements in the occupation.
- G. The Government of India after considering the entire problem permitted the State Government to transfer such tenements on certain conditions laid down by the Government of India in this behalf.
- H. On the basis of guidelines laid down by the Government of India, the Government of Maharashtra directed that the buildings built by the Maharashtra Housing Board and other agencies under certain schemes should be offered on "as is and where is condition" to the authorized and unauthorized occupants whose occupation is



regularized on their paying the penalty amounting to 50% (fifty percent) of the cost of the tenements in lump sum for residential purpose on the basis of hire purchase after the occupants of such tenements have formed a co-operative housing society.

- I. Accordingly, the allottees and/or occupants of the Existing Buildings formed themselves into four registered Co-operative Housing Societies namely (i) Kannamwar Nagar Prathamesh Co-operative Housing Society Ltd. bearing Reg No. B.O.M./H.S.G./8075/82 dated 1982; (ii) Kannamwar Nagar Savli Co-operative Housing Society Ltd bearing Reg No. B.O.M./H.S.G./7938/82 dated 1982; (iii) Kannamwar Nagar Nandanvan Co-operative Housing Society bearings Reg No. B.O.M./H.S.G./8108/84 dated 1984 and (iv) Kannamwar Nagar Nandanvan Co-operative Housing Society bearing Reg. No. B.O.M./H.S.G.(O.H)/135//37 dated 1984 (herelungs referred to as "the said Societies").
- J. MHADA at the request of the said Societies decided to convey the Existing Building by way of sale and to grant the said Land underneath and appartenant thereto by the lease subject to the terms, conditions and covenants therein contained Furbandis.
- K. By a Deed of Sale dated 21st March 2016 duly registered at the office of the Sub-Registrar of Assurances at Kurla under Serial No. KRL2/3353/2016, made and executed between MHADA and Kannamwar Nagar Prathamesh Co-operative Housing Society Ltd., MHADA transferred and conveyed unto the society all the property consisting of structure standing thereon being building no. 156 for the terms and conditions mentioned therein.
- L. Simultaneously, by an Indenture of Lease dated 21st March 2016 duly registered at the office of the Sub- Registrar off Assurances at Kurla under Serial No. KRL2/3352/2016, made and executed between MHADA and Kannamwar Nagar Prathamesh Co-operative Housing Society Ltd., MHADA demised the land being First Land unto the society for a period of 90 years commencing from 1st April 1980.
- M. By a Deed of Sale dated 25th July 1997 duly registered at the office of the Sub-Registrar of Assurances under Serial No. PBDR/3/1061/97, made and executed between MHADA and Kannamwar Nagar Savli Co-operative Housing Society Ltd., MHADA transferred and conveyed unto the society all the property consisting of structure standing thereon being building no. 161 for the terms and conditions mentioned therein.
- N. Simultaneously, by an Indenture of Lease dated 25th July 1997 duly registered at the office of the Sub- Registrar of Assurances under Serial No. PBDR/3/1063/97, made and executed between MHADA and Kannamwar Nagar Savli Co-operative Housing Society Ltd., MHADA demised the land being the Second Land unto the society for a period of 99 years commencing from the 1st day of April 1980.

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