

AGREEMENT FOR SALE

THIS INDENTURE is made, executed and entered into at Dahanu this _____ day of **September** in the Christian Year **Two Thousand and Twenty Three (2023)** ;

BETWEEN

NIRVANA LIFESTYLE HOMES LLP, (PAN NO. AAOFN2061N), a Limited Liability Partnership firm registered under the provisions of Limited Liability Partnership Act, having its registered office at - **5th Floor, Nirvana Realty, Opp City Mall, Andheri (West), Mumbai - 400053**, hereinafter referred to as '**THE VENDORS**', through its Partner/Authorised Signatory Mr. Punit Pravinkumar Agarwal (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include its successors and assigns) of the **ONE PART** ;

AND

1. **MR. SUDHIR BATTA** (PAN NO. _____), Age - ____, Occupation - **Service**, adult, Indian Inhabitant, residing at - _____.

2. **MRS. _____** (PAN NO. _____), Age - ____, Occupation - **Service**, adult, Indian Inhabitant, residing - _____, **MAHARASHTRA**.

hereinafter referred to as "**THE PURCHASERS**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her legal heirs, executors, administrators, and assignees) Party of the **OTHER PART**.

The Vendor and The Purchaser herein after referred to as 'The Parties'.



WHEREAS:-

A. The Vendors have given the authority to admit the execution of these presents to **Mr. Sanjay Dubey** through Power of Attorney dated 06th October 2022 executed before the Sub Registrar of Assurances at Andheri registered as per Document No.15409/2022 annexed as **Annexure - A** herewith ;

B. In terms of the Deed of Conveyance dated 28th March, 2022, executed between Prospective Estate and Realty Logical Solutions Pvt. Ltd. therein referred to as the Vendors of the One Part, and Nirvana Lifestyle Homes LLP, the owners therein referred to as the Purchaser of the Other Part, the Vendors therein sold, transferred, assigned and conveyed unto the Purchasers therein become the Owners all those pieces and parcels of land bearing Survey No.156, Hissa Nos.11, 14, 15, 17, 18, collectively admeasuring about 51,976.47 sq. mtr., lying, being and situated at Village Amboli, Taluka Dahanu, District Palghar in the Registration Sub-District Palghar (hereinafter called "**the said Property**") and more particularly set out in the Schedule thereunder written, for the consideration and upon the terms and conditions recorded therein. The aforesaid Deed of Conveyance dated 28th March, 2022 is duly registered with the office of the concerned Registrar Dahanu under Serial No. DHN/652 of 2022.

C. The Vendors have represented to the Purchasers that the said Property is mutated in the records of right, including 7/12 Extracts, on 29th May, 2012 in the name of the Vendors and the Vendors have full power and absolute authority to deal with and/or dispose of the same in the manner



annexed as **Annexure - "B"** hereto;

D. The Vendors have represented to the Purchasers that the said Property has been declared by Tahasildar-Dahanu as Non-Agricultural Property / land in terms of the Order dated 1st June, 2012. A copy of the said Order dated 1st June, 2012 is annexed as **Annexure - "C"** hereto;

E. Consequent upon the aforesaid Order dated 1st June, 2012, the Vendors have got the said Property / Land bifurcated into various plots of land, which includes **Plot No. 161 admeasuring 1250 sq. ft. equivalent to 116.13 sq. mtrs.**, agreed to be sold to the purchasers, upon the terms appearing hereinafter; [Annexure copy of the 7/12 extract of the said plot].

F. The Vendors have further represented to the Purchasers that the particulars set out with regard to the title of the Purchasers in the Title Report dated 9th November, 2012 are true and correct. A copy of the Title Report dated 9th November, 2012 is annexed as **Annexure - "D"** hereto

G. The Vendors are thus, the owners of the property bearing **Plot No. 161 admeasuring 1250 sq. ft. equivalent to 116.13 sq. mtrs.**, or thereabout lying being and situated at Village-Amboli, Taluka-Dahanu, District-Palghar;

H. Consequently, the Vendors have further represented to the Purchasers that the Vendors are entitled to sell the aforesaid **Plot No. _____**

admeasuring

sq. ft. equivalent to

sq. mtrs.



I. The Vendors have represented to the Purchasers that the Vendors have named the said Property and various non-agricultural plots of land duly bifurcated thereon, which includes **Plot No. 161** admeasuring 1250 sq. ft. equivalent to 116.13 sq. mtrs., agreed to be sold to the purchasers in terms hereof, as **"Viroha City"** project. The Vendors have further represented to the Purchasers that the said Project is duly registered under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 with the **Real Estate Regulatory Authority at Maharashtra on 30th December 2024, Under Registration No. P99000022570**. A copy of the Registration Certificate of the said Project is annexed as Annexure - "F" hereto;

J. The vendors are thus, absolutely seized and possessed of or otherwise well and sufficiently entitled to the piece and parcel of vacant **Non-Agricultural Plot No. ___** admeasuring **___** sq. ft. equivalent to **___** sq. mtrs., or thereabout out of sanctioned Lay Out for the aforesaid Survey No.156, Hissa Nos.11, 14, 15, 17, 18 **lying, being and situated, at project - VIROHA CITY, Village - Amboli, Taluka - Dahanu, District - Palghar**, in the Registration Sub-District Palghar, and the Purchasers herein have approached to the Vendors and shown their willingness to purchase the said land bearing **Plot No. 161** admeasuring 1250 sq. ft. equivalent to 116.13 sq. mtrs., and more particularly described in the Schedule hereunder written and intended to be hereby conveyed, transferred and assured to the purchasers and herein after referred to as **'Said Plot'**;

K. The parties hereto have agreed and decided to reduce into writing



NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-

Vendors hereby agree to sell, convey, transfer and assure unto the Purchasers, free from all encumbrances and reasonable doubts the non-agricultural **Plot No. 161** admeasuring **1250** sq. ft. equivalent to **116.13** sq. mtrs., or thereabout out of sanctioned Lay Out for Survey no.- 156/11, 14, 15, 17, 18 collectively admeasuring about **51,976.47** sq.Mtr. lying, being and situated at Village Amboli, Taluka Dahanu, District Palghar within the Registration Sub District-Palghar more particularly described in the Schedule herein under written and delineated in red color boundary line on the Plan annexed hereto as **Annexure - "H"**, herein after for the brevity sake referred to as said plot.

That in pursuance of this Agreement for Sale and the total consideration of **92.0** lacs **Ninety Two lacs.** **92.0** lacs
Rs. ___/- (Rupees ___ Only) out of said consideration a sum of **Rs. ___/- (Rupees ___ Only)** received herein as detailed in the **Annexure - "G"** (the payment and receipt where of the Vendors do hereby admit and acknowledge and of and from the same and every part thereof the Vendor hereby forever acquits, releases and discharges the Purchaser) and the balance consideration of **Rs. ___/- (Rupees ___ Only)** will be paid by the purchaser within a 12 months from the date of the registration after this agreement for sale.

AND the Vendors do hereby for themselves and their successors and assignees agree, declare and confirm that an amount of **Rs. ___/- (Rupees ___ Only)** paid by the Purchasers to **M/S. NIRVANA LIFESTYLE HOMES LLP** has been treated as a part payment made by the Purchasers to the



AND the Vendors do hereby for themselves and their successors and assignees covenant with the Purchaser that they have not committed/omitted any act to the contrary AND the Vendors have exclusive right, full power and absolute authority and requisite permissions from the competent authority to sell, convey and transfer the Said Plot. AND THAT there are no mortgages, liens, charges in respect of said Plot and that said non-agricultural Plot or lay out plots is/are not subject/object matter of any suit/ proceedings at any courts of law or any forum or before any Tribunal.

AND THAT pertaining to Said Plot, no notifications is/are received addressed by any Authority including notices issued by any Government office or any declarations as to any Epidemic Diseases or under Land Acquisition Act or under Maharashtra Regional Town Planning Act or under Maharashtra Revenue Code or by Defense Department of India or under Forest Land Act or under any other law which will affect the peaceful possession and enjoyment of purchaser or right of the Vendors to sell the said Plot in terms of these presents.

AND THAT the Purchaser for themselves and their successors in title do hereby covenant that the Purchasers shall be bound to comply with and fulfill all the terms, conditions, restrictions and obligations, if any, contained and required to be observed and performed by the Purchaser as described in Annexure 1 hereto and which annexure shall be treated and is an integral part and part and parcel of these presents.

AND THAT the Vendors herein shall provide the Amenities for the individual plot after the payment of the balance consideration as per the payment schedule mentioned above subject to grace period of 12 months due to force majeure conditions such as (i) war, civil commotion or act of God ; Natural calamities such as Monsoon Floods, Pandemic, epidemic, earthquake etc (ii) Any notice, order, rule, notification of the government and / or other public or competent authority / court (iii) Shortage of labour and materials :-

Individual Plot Amenities :-

- Demarcated plots.
- Fencing and gate for the plot.

Project Level Amenities :-

- Water line connection, Internal Roads till Plot.
- Garden and play area.
- Clubhouse.
- Electric Connection for residential purpose. (Individual Meter charges extra)
- Tar Road access

AND THAT the amenities set out hereinabove shall be at the costs of the Vendors, save and except individual electric meter charges, which shall be borne and paid by the Purchasers.

AND THAT the total consideration set out above for the purchase of the said Plot includes the costs involved in having the names of the purchasers

AND THAT the recitals and the Annexures form an integral part and parcel of these presents and be read accordingly.

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES
HERETO AS FOLLOWS :-**

1. The Vendors do hereby agree to transfer unto the Purchasers and the Purchasers doth hereby agree to purchase and acquire all the right, title and interest of the Vendors in the said lay out **Plot No. 161 admeasuring 1250 sq. ft. equivalent to 116.13 sq. mtrs.**, or thereabout out of the sanctioned Lay Out for 156/11, 14, 15, 17, 18 collectively admeasuring about **51,976.47 sq.Mtr.** lying, being and situated at Village Amboli, Taluka Dahanu, District Palghar within the Registration Sub District-Palghar more particularly described in the schedule herein written for the consideration of **Rs. 92.0 Lakhs Ninety two Lakhs only** out of which the Purchasers have paid to the Vendors a sum of **Rs. _____/- (Rupees Ten _____ Only)** as an earnest money on the execution of this present (the payment and receipt thereof the Vendors hereby admit and acknowledge the same).

2. The Balance Consideration of **Rs. _____/- (Rupees _____ Only)** will be paid by the purchaser within 12 months from the date of the registration after this Agreement for Sale.

3. It is agreed that in the event of any delay or default by the Purchasers in making payment of the balance consideration on the due date, by default the grace period of seven days from the date of due date will be favored to the Purchasers making time the essence of the contract and if



entitled to forfeit all the amount paid till that day by the Purchasers along with penal interest at the rate of 2% per month on delayed payment and/or on the difference in price prevailing to be paid whichever is higher on the execution hereof.

4. It is agreed that If the Vendor fails to abide by the time schedule for completing the construction and handing over the Plot to the Allottee on the possession date (save and except for the Force majeure conditions stated above) then the Vendor shall pay interest at the prevailing rate of State Bank of India's Highest Marginal cost of lending rate plus 2% thereon for every month of delay from the possession date on the Sale consideration paid by the Allottee.

5. It is agreed between the Vendor and the Purchaser that the expenses for stamp duty on these presents or on final sale deed / transfer deed and registration charges in respect of this transfer shall be borne and paid by the Purchaser alone and the Vendor shall not be liable to pay the same or any part thereof.

6. The Vendors doth hereby undertake to do and to execute all acts, deeds, matters and things as and when it is necessary, proper or expedient for the purpose of fully and effectually transferring the said Plot to and in favor of the Purchasers to enable the Purchasers to have and to hold the said Plot.

IN WITNESS WHEREOF the Vendors have hereunto set and subscribed their respective hands and seals the day and year first hereinabove written;



THE SCHEDULE ABOVE REFERRED TO :-

All that piece and parcel of non-agricultural **Plot No. 161** admeasuring **1250 sq. ft. equivalent to 116.12 sq. mtrs.**, or thereabout out of sanctioned Lay Out for 156/11, 14, 15, 17, 18 collectively admeasuring about **51,976.47 sq. mtr.** lying, being and situated at Village Amboli, TalukaDahanu, District Palghar within the Registration Sub District-Palghar and bounded as under :-

PLOT NO. 112 :-

On and towards East - Plot No. ____

On and towards South - Plot No. ____

On and towards West - 15 mtr Wide Road

On and towards North - 6 mtr Internal Road

Annexure 1

1. A Separate work contract agreement will be duly registered between the Vendor and the purchaser after the execution of this agreement for sale.

2. The PURCHASER shall use the premises for lawful and sanctioned purposes only and shall not at any time do cause or permit any nuisance in or upon the Said Plot and in particular shall not use or permit the Said Plot to be used for any activity which will be construed as being a Public Nuisance , any illegal activity or activity harmful to society in general so as to maintain peaceful, cordial, harmonious, social relations among all plot



3. The PURCHASER shall abide by all laws, rules and regulation of the Government, local bodies and authorities, electric supply company, and shall attend to answer and be responsible for all actions and violations of any condition or rules or laws and shall observe and perform all terms and conditions and covenants contained in this agreement and to be observed and performed on the part of the purchaser. The Vendors agree, declare and confirm that till the date of execution of these presents, the Vendors have not committed any act of commission or omission resulting into violations of any condition or rules or laws or regulations of the Government or local bodies or authorities, electric supply company or otherwise or at all.
4. The PURCHASER, save and except giving first right of purchase of the said Plot to the Vendors and if such right is not exercised and the sale is not concluded in a period of 60 days, have every right to sell the said Plot to third party, at and for the consideration deem fit and proper to the Purchasers, after intimation to the vendors regarding the same.
5. The PURCHASER shall not let, sublet, transfer, assign or part with the possession of the Said Plot without the NOC in writing from the vendors and until all dues payable by purchaser to the vendor are fully paid.
6. The PURCHASER shall not affix or display or permit to be affixed or displayed on the said plot erected thereon any sign boards, sky signs, neon signs or advertisements painted or illuminated or otherwise the consent in writing of the vendor shall have previously been obtained thereto.
7. IT IS AGREED, CONFIRMED AND ACCEPTED by the Purchaser a



be Rs. 1 per sq. ft. of plot area per month and Rs. 3 per sq. ft. of Villa area as and when Villa gets constructed on the Plot inclusive of GST & other applicable taxes if any which shall be applicable from the possession of your plot. The Vendor has nominated the project management agency viz Krish management, a Partnership Firm incorporated under the Indian Partnership Act 1932 having its registered office at Andheri (West), Mumbai - 400053, an independent organization that looks after the said services and the Purchasers shall handover the common area maintenance (CAM) payment with the Vendors, the sum of **Rs. ____/- (Rupees ____ Only) i.e Rs. ____/-** for Plot with GST & **Rs. ____/-** for Villa with GST, favouring "**Krish Management**", as and by way of advance annual estimated maintenance charges for two years by way of postdated single cheque from the date of possession.

(b) The Purchaser is fully aware that the said maintenance charges are calculated on provisional basis only. The assessments of various taxes are not yet done by the concerned authorities. However, it is specifically agreed and understood that upon intimation of possession, the maintenance cost or any taxes or other charges increased, the Purchaser hereby agree and bind himself to pay such increased amount without taking any objection thereof to the Vendor or the project management agency viz Krish management or any other by owner or to the concerned authorities at relevant time, as the case may be.

(c) On the expiry of 24 months from the date of payment of the deposit mentioned in Clause (a) above, thereafter, the Purchaser shall be required to contribute to the project management agency viz Krish management or



management or any other by owner, from time to time as mentioned in Clause (b) above. In case if the Purchaser fails to pay/deposit the said maintenance and other charges/taxes/outgoings and increases thereof as stated above clauses in time, the project management agency viz Krish management or any other by owner shall be entitled to charge interest @2% per month on such outstanding amount from the purchaser from the date of the date it becomes due till the same is paid in full.

8. The details of expenses are towards the Viroha City Project's maintenance and other charges :-

- a) The expenses of maintaining the common amenities / structures with the other occupiers and the main entrance, passages, landings as enjoyed by the purchaser used by him/her/them in common as aforesaid.
- b) The costs of cleaning, lighting and maintaining the passages, the roads, and the common plots of the complex.
- c) The cost of salaries of clerks, gardeners, bill collectors, sweepers, security etc. working for Viroha City project.
- d) Cost of working and maintenance of water pump and common lights and other service charges provided at the Viroha City project.
- e) Insurance of common amenities.
- f) Any other cost, charges and expenses of common nature not specifically provided herein.

SIGNED, SEALED AND DELIVERED

By the within named **"THE VENDORS"**

NIRVANA LIFESTYLE HOMES LLP

Through its Partner

MR. PUNIT PRAVINKUMAR AGARWAL

SIGNED AND DELIVERED BY THE

within named **"THE PURCHASER"**

1. MR. SUDHIR BATTA

2. MRS. _____

in the presence of

Annexure – "G"

RECEIPT

RECEIVED of and from the within named **MR. _____** a part payment of **Rs. _____/- (Rupees _____ Only)**,

Received Payment as listed below :-

Vide Cheque No. Online dated – _____ Amount Rs. _____/-

towards the part consideration for the sale of **Plot No. - 161** admeasuring **1250 sq. ft. equivalent to 116.12 sq. mtrs.**, lying, being and situated at village-Amboli, Tal. – Dahanu, Dist-Palghar.

WE SAY RECEIVED,

**NIRVANA LIFESTYLE HOMES LLP (VENDOR),
Through its Partner
MR. PUNIT PRAVINKUMAR AGARWAL**

Witnesses :-

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