

SALE DEED

THIS SALE DEED is made and executed at _____ on this _____ day of _____ in the year 2022, BY AND BETWEEN

M/S GREENCITY INDIA a Proprietary Firm , (PAN NO AAABG3879R) having its registered Office at , G-4, Dev Corpora, Ground Floor, Cadbury Junction Thane West PIN 400601, through its Proprietor **Ashfaq Chaudhary (THE DEVELOPER)**; for the brevity sake hereinafter referred to as **GREENCITY INDIA or THE DEVELOPER** (which expression shall unless repugnant to the context of meaning whereof shall mean and include their heirs, executors and assign) of the **ONE PART**;

1) **Mr. Raju Jethanand Chhabria alias Parwani** , Age 67 adult Indian inhabitant residing at residing at 203/204, Sunmist CHS Ltd., C-wing, Sherly Rajan Road Off Carter Road, Near Rizvi College, Bandra West, Mumbai-400050 with PAN AADPP8765A.

2) **Mr. Anil Jethanand Chhabria alias Parwani**, Age 60 adult Indian inhabitant residing at Flat No. 702, Stone Arch Building, Sherly Rajan Road, Off Rizvi College, Bandra West, Mumbai-50 , with PAN AAGPP2780E.

3) **Mr. Nirav Thakur Madnani**, Age 44 adult Indian inhabitant , residing at Nishtha, 3, Saurashtra Kala Kendra Society, Kalawad Road, Rajkot-360007, with PAN ACAPM5035F.

4) **Mr. Anil Goverdhan Ballani**, Age 62 adult Indian inhabitant , residing at 101, Heritage, Sherly Rajan Road, Carter Road, Bandra (W), Mumbai-400050, , with PAN AADPB6064C.

5) **Mr. Vijay Bharat Rasal**, Age 70 adult Indian inhabitant , residing at B-3, Sahayog Ratan Nagar, Four Bungalow Road, Andheri (W), Mumbai-400053 , with PAN ACDPR3810N.

6) **Mr. Prakash Chatrabhuj Jaising** , Age 59 adult Indian inhabitant , residing at 201, Parna Kutti, Tilak Mandir Road, Vileparle (E), Mumbai-400057 , with PAN AABPJ3948F.

7) **Mr. Vikas Shravan Agrawal** Age____ adult Indian inhabitant , residing at A/23, Queens Park, Juhu Road, Santacruz (W), Mumbai-400049 , with PAN ANHPA8079K. All of the above collectively hereafter referred to as “The Owners” (which expression shall, unless repugnant to the context or meaning thereof, shall mean and include their heirs, successors, administrators and assigns) of the SECOND PART;

AND

Mr._____ (Pan No. _____) Age._____, Inhabitant, residing at _____. an, hereinafter referred to as “THE PURCHASER” (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and assigns) of the OTHER PART

WHEREAS:

- a) The properties being dealt with in this Agreement for Sale comprise of 170 Non - Agricultural Plots totally admeasuring 36138 sq.mtrs. situated at Survey No. 81, Hissa No. 1B admeasuring H-R-P 3-69-5, Survey No. 81, Hissa No. 1A/2 admeasuring H-R-P 2-40-5 , Survey No.1 Hissa No. 2 admeasuring H-R-P 0-20-0 (out of 1-25-0) and Survey No.2 Hissa No. 1 admeasuring H-R-P 0-05-0 (out of 1-66-0) situated at Village Shingdol, Taluka Karjat, District Raigad (hereinafter referred to as the **said Entire Property**) is/are owned by Owners herein.

- b) By Sale Deed dated 28/01/2011 registered with Sub-Registrar Karjat under Sr. No. 1014/2011 on 31/01/2011, Mr. Raju Jethanand Chhabria alias Parwani , Mr. Anil Jethanand Chhabria alias Parwani and Mr. Nirav Thakur Madnani purchased the land bearing Survey No. 81 Hissa No. 1B admeasuring 2-10-0 HRP out of 3-69-5 HRP, situated at Village: Shingdol, Taluka Karjat, District Raigad from Mr. Santosh Maruti Thakur.
- c) By Sale Deed dated 25/03/2011 registered with Sub-Registrar Karjat under Sr. No. 02904/2011 on 25/03/2011, Mr. Anil Goverdhan Ballani has purchased the properties bearing i) Survey No. 81 Hissa No. 1A/2 of admeasuring 0-80-0 HRP out of 2-40-5 HRP, situated at Village: Shingdol, Taluka Karjat, District Raigad from Mr. Santosh Maruti Thakur.
- d) By Sale Deed dated 24/02/2011 registered with Sub-Registrar Karjat under Sr. No. 01920/2011 on 24/02/2011, Mr. Vijay Bharat Rasal has purchased the properties bearing Survey No. 81 Hissa No. 1A/2 of admeasuring 0-80-0 HRP out of 2-40-5 HRP, situated at Village: Shingdol, Taluka Karjat, District Raigad from Mr. Santosh Maruti Thakur.
- e) By Sale Deed dated 24/02/2011 registered with Sub-Registrar Karjat under Sr. No. 01919/2011 on 24/02/2011, Mr. Prakash Chatrabhuj Jaising has purchased the properties bearing Survey No. 81 Hissa No. 1B of admeasuring 0-40-0 HRP out of 3-69-5 HRP, situated at Village: Shingdol, Taluka Karjat, District Raigad from Mr. Santosh Maruti Thakur.
- f) By an Agreement of Easement Rights (Right to Way) dated 03/08/2011 which was registered with Sub-Registrar Karjat under Sr. No. 06674/2011 on 03/08/2011, i) Mr. Raju Jethanand Chhabria alias Parwani , ii) Mr. Nirav Thakur Madnani, iii) Mr. Prakash Chatrabhuj Jaising and iv) Mr. Vijay Bharat Rasal have

purchased land admeasuring H-R-P 0-20-0 (out of 1-25-0) in Survey No.1 Hissa No. 2 and land admeasuring H-R-P 0-05-0 (out of 1-66-0) in Survey No.2 Hissa No. 1 both pieces of land situated at Village: Shingdol to facilitate access to the said property with a 9 meter wide Road to Survey No. 81 Hissa Nos. 1A/2 and 1/B from Mr. Kisan Amruta Gharat.

- g) By Sale Deed dated 29/12/2011 registered with Sub-Registrar Karjat under Sr. No. 10798/2011 on 29/12/2011, Mr. Nirav Thakur Madanani has purchased the properties bearing i) Survey No. 81 Hissa No. 1B adm 0-80-00 HRP out of 3-69-50 HRP situated at Village: Shingdol, Taluka Karjat, District Raigad from Mr. Vinod Chimanlal Agarwal.
- h) By Sale Deed dated 29/12/2011 registered with Sub-Registrar Karjat under Sr. No. 10800/2011 on 29/12/2011, Mr. Nirav Thakur Madanani has purchased the properties bearing i) Survey No. 81 Hissa No. 1A-2 admeasuring 0-80-50 HRP out of 2-40-50 HRP situated at Village: Shingdol, Taluka Karjat, District Raigad from Mr. Ramesh Kewalram Abhichandani
- i) By Sale Deed dated 29/12/2011 registered with Sub-Registrar Karjat under Sr. No. 10799/2011 on 29/12/2011, Mr. Nirav Thakur Madanani has purchased the properties bearing i) Survey No. 81 Hissa No. 1B adm. 0-39-50 HRP out of 3-69-50 HRP situated at Village: Shingdol, Taluka Karjat, District Raigad from Mr. Pavan Khiyal Parwani.
- j) The land use of the properties bearing i) Survey No. 81 Hissa No. 1B total adm. 3-69-5 HRP and ii) Survey No. 81 Hissa No. 1A/2 total adm. 2-40-50 and iii) Survey No.1 Hissa No. 2 admeasuring H-R-P 0-20-0 (out of 1-25-0) and iv) Survey No.2 Hissa No. 1 admeasuring H-R-P 0-05-0 (out of 1-66-0) was converted into non-agricultural use and the said properties were sub-divided into total 170 sub-plots

bearing Nos. Plot Nos. 1 to 170 total usable admeasuring area 36138 Sq. Mtrs. vide **N.A. Order No. Mhasa/L.N.A.1(B)/S.R.70/20139/10/2013 issued** by District Collector of Raigad. **(hereinafter referred to as the said Project)**. The 170 sub-plots bearing Nos. Plot Nos. 1 to 170 are hereinafter referred to as the **said plots**.

- k) On 20 February 2015 Mr. Nirav Thakur Madnani entered into a sale deed to sell part of his share of N.A. Plots in the said property i.e. 8.5 % out of his 41.50% to Mr. Karan Premkumar Batra and Mr. Bipin Premkumar Batra vide a sale deed which was not registered but notarized on 13 March 2015. Since the sale deed was not registered, the names of Mr. Karan Premkumar Batra and Mr. Bipin Premkumar Batra were not mutated on to the 7/12 extract of the said property. Irrespective of this fact Mr. Karan Premkumar Batra and Mr. Bipin Premkumar Batra will receive their share of the sale proceeds of the said property.
- l) By Sale Deed dated 04/12/2019 registered with Sub-Registrar Karjat under Sr. No. 3868/2019 on 04/12/2019, Mr. Vikas Shravan Agrawal has purchased the land bearing 50% shares in the Sub-Plot Nos. 114 to 128 total adm. 3179 Sq. Mtrs. out of Survey No. 81 Hissa No. 1B situated at Village: Shingdol, Taluka Karjat, District Raigad from Mr. Nirav Thakur Madanani.
- m) By Sale Deed dated 04/12/2019 registered with Sub-Registrar Karjat under Sr. No. 3867/2019 on 04/12/2019, Mr. Vikas Shravan Agrawal has purchased the land bearing 50% shares in the Sub-Plot Nos. 97, 98, 100, 101, 102, 104 to 113 total adm. 2953 Sq. Mtrs. out of Survey No. 81 Hissa No. 1B situated at Village: Shingdol, Taluka Karjat, District Raigad from Mr. Nirav Thakur Madanani.

- n) In the above circumstances, the Owners herein have acquired the said properties in. i) Survey No. 81 Hissa No. 1B total adm. 3-69-5 HRP, ii) Survey No. 81 Hissa No. 1A/2 total adm. 2-40-50 HRP. iii) Survey No.1 Hissa No. 2 admeasuring H-R-P 0-20-0 (out of 1-25-0) and iv) Survey No.2 Hissa No. 1 admeasuring H-R-P 0-05-0 (out of 1-66-0), diluted their stake and converted the land use from Agricultural to Non-Agricultural use to create the said plots in the said project.
- o) On 3rd January 2023 , the Owners herein have entered into an Agreement for Sale registered with the Registrar of Assurances at Karjat vide Registration No. 40/2023 for the sale of 170 plots i.e the Plot Nos. 1 to 170 total usable admeasuring area 36138 Sq. Mtrs in the Said Project located at Village Shinghdol, Taluka Karjat, Dist. Raigad.
- p) Pursuant to the execution of the said Agreement for Sale , the Developer is in possession of the said land for carrying out the development of the same as set out therein. In the circumstances the Developer herein became seized and possessed of and otherwise well and sufficiently entitled to the said Land as the Developer thereof.
- q) The said Project is being developed as a plotting scheme offering plots with internal roads, recreational amenities, electricity & water supply to each plot in the said Project with demarcation (the proposed development on the said Property is more particularly and specifically listed in Annexure B annexed hereto). Each plot in the said Project will have a separate 7/12 extract carrying the name of the Purchaser or Developer in case of unsold plots.
- r) The Developer now stands to have the right to develop the said property, market and sell the said plots and enter into sale deeds or agreements for sale with the purchasers wherein the Owners will be the confirming party to such agreements.

Location of property:-

The said property is situated at Survey No. 81/1/B , Revenue village Shighdol, in the Registration District of Raigad, Sub District and Taluka Karjat,

A. TITLE CERTIFICATE :

Sanjay Mhase Advocates and Solicitors have issued a Title Certificate dated _____, stating that the title of the Owners in respect of the said Property is clear and marketable, and that the Developer herein, as the Developer under the said Agreement for Sale is entitled to develop the said Property / Project as a plotting scheme and sell the said plots carved out of the said Property / Project to prospective Purchasers.

B. EXCLUSIVE RIGHT TO SELL AND DEVELOP:

In the circumstances, the Developer has the exclusive right of plotting of the said land and or to develop the said Land by plotting of the said land into various plots and other permitted structures thereon, as per the approved layout of plots, and to enter into Sale Deeds and Agreements for Sale of such plots etc. with prospective purchasers thereof under the provisions of the Transfer of Property Act. The Developer has applied for, and is granted due registration under the provisions of the Real Estate Regulation and Development Act, 2017, and the same is attached hereto as Annexure ' C'. This project of 142 developed plots is named 'VICTORIA HILLS'

C. PURCHASER AGREES TO ACQUIRE:

The Purchaser, after satisfying himself as regards the title of the Owners to the said property, and after inspection of the entire documents of the as specified in the

above referred Title opinion and the approved layout Of plots, and after inspecting the site and satisfying himself/herself as to the completion of the various phases of work, and has now agreed to purchase the open Plot No..... as specified in Schedule **Annexure "D"** written hereinafter [hereinafter for the sake of brevity referred to as the "said Plot". The Purchaser/s have agreed to acquire Plot No. ...- ..., admeasuring aboutSq.Mtrs., at or for the consideration and on the terms and conditions set out hereinafter: the said Plot No. is hereinafter referred to for the sake of convenience and brevity as' the said Plot 'and is more particularly described in the Annexure 'D' SCHEDULE hereunder written and marked in Red on the Plan Annexure 'D'.

D. INSPECTION OF TITLE DOCUMENTS/PLANS/LAYOUTS :

The Purchaser/s has/ have demanded from the Developer and the Developer have given inspection to the Purchaser/s of all the documents of title relating to the said Land, the approved layouts, in respect of the said Plot, and the common areas, amenities and the specific rights therein, as hereby agreed to be sold.

E. INDEPENDENT VERIFICATION OF TITLE BY PURCHASER

The Purchaser/s has/have, before the execution hereof, had the title of the Developer hereto independently verified through the Legal Counsel/ Advocate of the Purchase/s and the Purchaser/s has/have satisfied himself /herself/themselves that the same is free from all encumbrances, and is clear and marketable.

F. CONSIDERATION:

After being satisfied with the Title as above, the Purchaser herein made an offer to the Developer herein to purchase the said Plot in accordance with the approved layout of plots, and with the said intention deposited a sum of Rs. (Rupees.... Only) as per the following details being the full consideration payment of the lump sum total Sale-price of Rs. [Rupees Only] against and in consideration of the said Plot agreed to be sold by the Developer to the Purchaser, and receipt of which amount the Developer hereby admit and acknowledge.

Installment No.	Date of payment	Amount (Rs.)	Chq/ DD/ UTR	Drawn on Bank & Branch

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

1. PURCHASE AND SALE OF THE PLOT:

1.1 . The Purchaser/s has/have agreed to acquire and Developer has agreed to sell the said Open Plot No. admeasuring sq.mtr, and the right to construct thereon, as per sanctioned plans to the Purchaser, for the lumpsum consideration and on the terms and conditions set out hereinafter, and which Plot is more particularly described in the Annexure "D":

1.2. The said Plot agreed to be acquired by the Purchaser/s herein shall be provided only and only with the common amenities and facilities as per the specifications, which are set out in the Annexure B hereunder written;

2. CONSIDERATION

2.1. LUMP SUM CONSIDERATION AND EXCLUSIONS:

As mentioned above the Developer herein agreed to sell to the Purchaser/s and the Purchaser/s has / have agreed to purchase from the Developer the said open Plot inclusive the specifications mentioned in the Annexure D at or for the mutually agreed lump sum consideration of Rs..... only) and the Purchaser shall make the payment of the same in the name of "GREENCITY INDIA " or such other name as may be specified from time to time by the Developer and the said consideration amount is excluding expenses for stamp duty and registration fees. GST and ALL other taxes, expenses, etc., and also all the other outgoings as mentioned herein below which will be paid by the Purchaser/s separately as agreed and specified.

2.2 TIME PERIOD FOR POSSESSION

The possession of the said Plot agreed to be purchased by the Purchaser/s shall be handed over to the Purchaser by the Developer before 31 March 2025 on receipt of the entire amount of the purchase price of the said Plot and other charges as agreed. The Purchaser/s shall take possession of the said open Plot within fifteen days. U/S 19(10) the Developer shall give a written notice to the Purchaser/s intimating the same and after complying with all necessary legal formalities, and effecting necessary payment as per agreed schedule

2.3 DELAY IN HANDING OVER POSSESSION BY DEVELOPER:

It is agreed between the parties hereto that if the Developer fails to give possession of the said Plot in accordance with the terms of this Agreement within the stipulated period as mentioned in clause

2.2 hereinabove or within further mutually agreed period [and a period of three months thereafter, or if, the Developer and/ his Agents for reasons beyond its control, are unable to give possession of the said Plot by the said date and after a period of two months if those reasons still exist, then in such case, Developer shall, without prejudice to its rights reserved hereunder, be liable on demand of the Purchaser/s to refund the amounts already received by it in respect of the said Plot from the Purchaser/s with simple interest thereon at such rate of interest as prescribed under the provisions of the RERA Act, 2017, and the Rules made thereunder, per annum, from the date it received the same till the date the amounts and interest thereon is refunded to the Purchaser/s.

2.4 DEVELOPERS RIGHTS UPON THE PURCHASER DEFAULTING ON PAYMENTS

Without prejudice to the right of the Developer to charge interest as per the provisions of the Act, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing three defaults of payment of instalments, the Developer shall be entitled at his own option to terminate this Agreement unilaterally. Provided that,

the power of termination hereinbefore contained shall not be exercised by the Developer unless and until the Developer shall have given to the Purchaser/s fifteen days prior notice in writing of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Purchaser/s. That the Purchaser/s shall not be entitled to raise any objection to termination made by the Developer if the conditions as mentioned in this agreement hereinabove are fulfilled and that Developer shall be authorized to unilaterally register the cancellation deed with the registrar without any recourse to the Purchaser/s. In case of termination of this agreement, the Developer will forfeit up to 10% of agreement value from the consideration amount paid by Purchaser/s till the date of termination and shall refund the balance amount to the Purchaser/s. Such refund to the Purchaser/s shall be within forty five days of termination. Further, Purchaser/s shall not be entitled to claim refund from the Developer the amounts paid by the Purchaser/s/s to the government namely GST, stamp duty, registration, MSEB and legal charges. Since the Purchaser/s has defaulted, the Developer shall not be liable to pay to the Purchaser/s any interest on the amount so refunded. Upon termination of this Agreement the Developer, shall be at liberty to dispose of and sell the Plot to such person and at such price as the Developer may in his absolute discretion think fit. However, in case Purchaser/s challenges such termination before any authority, then Developer shall be entitled to hold the refund till conclusion of such dispute.

2.5 The Purchaser/s shall simultaneously on execution of these presents pay to the Developer the aggregate amount of Rs._____-/- (Rupees _____ Only) for meeting the expenses of legal charges, share money, application, entrance fee of the society, formation and registration of the society, deposit for electric meter, water meter and proportionate share of taxes and other charges, proportionate share of Municipal/deposits. It is specifically brought to the notice of the Purchaser/s and the Purchaser/s have noted that all the amounts mentioned hereinabove are an estimate calculated at the time of execution of this agreement and the Purchaser/s shall reimburse to the Developer any difference in the estimate and the actual amounts as and when called upon by the Developer.

3. MAINTENANCE OF THE PLOT/LAYOUT:

Commencing the week after Notice in writing is given by the Developer to the Purchaser/s that the said Plot is ready for use and occupation and intimation of the same is received by the Purchaser/s from the Developer, the Purchaser/s hereby agree/s and bind/s himself/ herself/ themselves to pay to the Developer, charges for common service if any. The Maintenance charges for common amenities will be Rs._____ per sq.ft. of plot area per month payable monthly in advance.

4. FORMATION OF FINAL BODY OF PUBCHASERS

The Developer shall on execution of registered agreement of sale by 51% purchasers form within the period of 3 months from handing over possession of

the last unsold Plot of the concerned Purchaser, in of the said project, shall form a Co-operative Housing Society governed by the provisions of the Maharashtra Co-operative Societies Act, 1960 or such other body as may be deemed fit by the Developer of which all the purchasers of Plots shall be bound to become and be admitted as members.

5. NO RIGHTS TO DEMAND SUB.DIVISION:

The Purchaser/s of the Plots agreed to be sold hereunder and all the other purchasers of Plots in the said Land shall not have any right to make sub-division of the Plot and always subject to the applicable rules, regulations and bye-laws. Purchasers shall not have individual right, title, claim or interest in respect of the amenity spaces, open spaces and the said entire Land and the rights of the Purchaser/s are confined only to the Plot hereby agreed to be sold, it being expressly agreed subject to the applicable rules, regulations and bye-laws.

6. UNSOLD PLOTS:

In case the Conveyance is executed in favour of the Ultimate Body before the disposal by the Developer of all the plots on the said Land, then in such case, the Developer shall join an the Ultimate Body as members holding such unsold plots and as and when such Plots are sold to third party at the discretion of the Developer, the Ultimate Body shall admit as members the Purchasers of such plots without charging any premium, transfer lees, or any other extra payment.

7. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER & OWNER :

The Developer hereby represents and warrants to the Purchaser/s /Purchaser as follows:-

- (a) The Owners have clear and marketable title with respect to the project land/Plot; as declared in the title report and the Developer has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project and has the right to enter into Sale Deeds and Agreements of Sale with the Purchasers. The Owner has also obtained the necessary N.A. permission from competent authority. The Owner will be the confirming party to every Sale Deed and Agreement for sale to ensure smooth transfer of title to the Purchasers.

- (b) The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time complete the development of the project;

- (c) There are no encumbrances upon the project land or the Project

- (d) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report there are no prohibitory order on transfer of the plot.

- (e) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land are valid and subsisting and have been obtained

by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land shall be obtained by following due process of law and the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/s and common areas;

(f) The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;

(g) The Developer & Owner have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Plot which will, in any manner, affect the rights of Purchaser/s under this Agreement;

(h) The Developer confirms that the Developer & Owner are not restricted in any manner whatsoever from selling the said Plot to the Purchaser/s in the manner contemplated in this Agreement;

(i) The Developer has duly paid and shall continue to pay and discharge undisputed government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities.

(j) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Developer in respect of the project land and/or the Project.

(k) The promoter shall obtain all such insurance as may be notified by the Government of Maharashtra for the Title of land as a part of real estate project.

8. REPRESENTATIONS & WARRANTIES OF THE PURCHASER

The Purchaser/s for himself/herself/themselves and with an intention to bring all persons into whomsoever hands the said plot may come into possession, doth hereby covenant and jointly covenant with the Developer as follows:

- (a) To maintain the said Plot at Purchasers' own cost in good tenable repair and condition from the date of taking possession of the said Plot and shall not do or cause to be done anything in the said Plot which may be against the rules, regulations or bye-laws of the concerned local or any other authority.
- (b) Not to bring in or store in the said Plot, any goods which are hazardous, combustible or dangerous in nature or are so heavy as to damage the construction or development of the common areas leading to the said Plot or storing of which goods is objected to by the concerned local or other authority and if in case any damage is caused to the common area developed leading to /appurtenant to the said Plot or neighbouring plots, on account of negligence or default of the purchaser in this behalf, then the Purchasers shall be liable for the consequences of the breach;

- (c) Not to make or cause to be made any construction on the said Plot without obtaining the prior written permission from the Competent Authority and shall keep the portion, sewage, drains pipes in the said Plot and appurtenances thereto in good tenantable repair and condition.
- (d) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Plot in the neighbouring Plots or the Common areas appurtenant to the said Plot;
- (e) To bear and pay, increase in local taxes, water charges, insurance, and such other levies, if any, also for improving infrastructure which are imposed by the concerned local authority and/or Government and/or other public authority, including on account of change of user of the said Plot by the purchasers viz. user for any other purpose;
- (f) To reimburse to the Developer within a period of 15 days of demand, the Purchaser/s share of any amount becoming payable by way of premium to the municipality or to the State Government or any amount becoming payable by way of betterment charges or development taxes or GST or any other payment of a similar nature in respect of the said Plot, in the proportion in which the area of the said Plot shall bear to the total area of the said Land.

- (g) To pay to the Developer within 15 days of demand by the Developer, the Purchaser/s share of Security Deposit demanded by the concerned authority or Government or giving water, electricity or any other service in connection to the said Plot.
- (h) To abide by all the bye-laws, rules and regulations of the government and/or the concerned local authority and/or any other public authority or the said organization as and when formed and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Land including the said Plot and for the observance and performance of the building rules, regulations and bye-laws for the same and of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by such organization as and when formed, regarding the occupation and use of the said plot and shall pay and contribute regularly and punctually from the date of receiving the possession of the said Plot, towards the taxes, expenses or other outgoings in accordance with the terms of this agreement;
- (i) The Purchasers shall use the said plot or any part thereof or permit the same to be used only for residential purpose unless change of user permission changing the use of the said plot is obtained by the purchasers from the Competent Authority.

- (j) Not to let, sub-let, sell, transfer, convey, assign, mortgage, charge or in any manner encumber or deal with or dispose off or part with the Purchaser's interest or his/her/their benefit of this Agreement or any part thereof in respect of the said Plot including parting with the possession of the said plot, until all the dues of whatsoever nature owing to the Developer or which are payable by the Purchaser to the Developer under this Agreement are fully paid up and only if the Purchaser/s has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement.
- (k) To cause the persons, to whom the said Plot is let, sub-let, transferred, assigned or given possession of (after prior written permission of the Developer) to, sign all applications, papers and documents and do all acts, deeds and things as the Developer and/or the Society/Limited Company/ Condominium may require for safeguarding the interest of the Developer and/or other Purchaser/s in the said Plot from time to time.
- (l) The Purchaser/s shall permit the Developer and its surveyors and agents with or without workmen and others at all reasonable times to enter upon the said Plot or any part thereof for the purpose of repairing any part of the cables, water covers, fittings, wires, structures and other conveniences belonging to or serving or used for the said plot or neighboring plots and passing through

the said plot, and also for the purpose of laying down, maintaining, repairing and testing drainage gas and water pipes and electric wires and/or other similar purposes

9. PAYMENT OF STAMP DUTY/REGISTRATION FEES/ EXPENSES:

It is hereby expressly agreed that the Purchaser/s shall bear the Stamp Duty and Registration Charges payable on this Agreement and all documents executed by the Developer pursuant hereto including but not restricted to the proportionate Stamp Duty payable on the Deed of Conveyance of the specified parts of the land and any building within the said Project which may be executed by the Developer in favour of the Association/ condominium/ society of all Plot purchasers in the said project.

10. ENTIRE AGREEMENT :

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said plot.

11. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions. in additions to the instruments and

actions specifically provided for herein' as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

12. ADDRESS FOR SERVICE:

That all notices to be served on the Purchaser/s /Purchaser and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s or the Developer by Registered Post A.D and notified Email id /Under Certificate of Posting at their respective addresses specified below I

Name of Purchaser

(Address)

Notified Email ID :

Developers Name : GREENCITY INDIA

Address : G-4 Dev Corpora , Cadbury Junction, Thane (West) 400601

Notified Email Id :

It shall be the duty of the Purchaser/s and the Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Be registered Post or email failing which all communications and letters posted at the above address shall be deemed to have been received by the Developer or the Purchaser/s, as the case may be.

13. DISPUTE RESOLUTION:

Any dispute between parties shall be settled amicably by following conciliation proceedings. In case of failure to settle the dispute amicably, the same shall be decided as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

14. GOVERNING LAW:

That the rights and obligations of the parties 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 within whose local limits the property is situated will have the jurisdiction for this Agreement.

IN WITNESS WHEREOF PARTIES HEREINABOVE NAMED HAVE SET THEIR RESPECTIVE HANDS AND SIGNED THIS AGREEMENT FOR SALE IN THE PRESENCE OF ATTESTING WITNESS, SIGNING AS SUCH ON THE DAY FIRST ABOVE WRITTEN.

**FIRST SCHEDULE
(Land Schedule)**

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL the piece and parcel of land, bearing All that piece or parcel of land or ground situated at Village shindhool , Taluka Karjat, Dist. Raigad, and in Registration District Raigad and Sub-Registration District Karjat, bearing (1) S. No. 81\1B admeasuring 36138 Sq mtr , corresponding Plot Nos 1 to 170 as per NA order of collector Raigad under No. Mhasa/L.N.A.1(B)/S.R.70/20139/10/2013 dated 09.10.2013

bounded as follows :-

On or towards the East by:

On or towards the West by :

On or towards the North by :

On or towards the South by :

SECOND SCHEDULE
(Description of the Plot)

Plot No. _____ in the project named 'VICTORIA HILLS'situated at Village -
Shingdhol, Tal. - Karjat, Dist. - Raigad. Constructed on land described in
"First Schedule"

bounded as follows :-

On or towards the East by:

On or towards the West by :

On or towards the North by :

On or towards the South by :

SIGNED AND DELIVERED BY THE WITHIN NAMED PURCHASER:

(1) Name: _____

PAN: _____

(2) Name: _____

PAN: _____

At _____ on _____

SIGNED AND DELIVERED BY THE WITHIN NAMED DEVELOPER:

GREENCITY INDIA

PAN: _____

SIGNED AND DELIVERED BY THE WITHIN NAMED OWNERS:

1) Mr. Raju Jethanand Chhabria alias Parwani ,

2) Mr. Anil Jethanand Chhabria alias Parwani,

3) Mr. Nirav Thakur Madnan

4) Mr. Anil Goverdhan Ballani,

4) Mr. Vijay Bharat Rasal,

6) Mr. Prakash Chatrabhuj Jaising ,

7) Mr. Vikas Shravan Agrawal

the withinnamed **"OWNERS"**

in the presence of.....)

1. _____)

2. _____)

ANEEXURE D
(Common Amenities of the said project)

1. Demarcation of Plot.
2. Water Supply.
3. Electric Supply from a Transformer at a centrally located place, from where THE PURCHASER will obtain a separate connection by paying the meter Charges to MSEDCL directly.
4. Club House.
5. Plantation on roadside.
6. Tar road.
7. Street Lights on the road.
8. Security in and around the project.

RECEIPT

RECEIVED with thanks from the PURCHASER Shri/ Smt. _____ adult, and Indian Inhabitant, residing at _____ a sum of Rs. _____/- (Rupees in _____ words only) as part payment on execution hereof as per terms & conditions of this Agreement for Sale of Plot No. “_”, in the project ‘VICTORIA HILLS developed on All that piece and parcel of land as detailed in schedule 1 situate, lying and being at Village-Kavir, Tal.-Alibag, Dist.-Raigad earmarked for Residential purpose.

Cheque No.	Bank Name	Cheque Amount

TOTAL:	
--------	--

The receipt is subject to realization of Cheque.

Date: _____

Place:

For

GREENCITY INDIA

LIST OF ANNEXURES

Annexure "A" - Approved Layout Plan Copy

Annexure "B" - List of Amenities

Annexure "C" - RERA Registration Certificate

Annexure "D" - Schedule of Plot - layout showing the specific plot