

AGREEMENT FOR SALE

Agreement for Sale made at Mumbai this ____day of_____, in the year

Two Thousand and Twenty Four ("**Agreement**");

BETWEEN

DRUSHTI REALTORS PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office address at G-1, Terminal 9, besides Vile Parle Police Station, Nehru Road, Vile Parle (East), Mumbai – 400057, 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 successors and assigns) of the **FIRST PART**;

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AND

1). RAJESH ANANTRAO ADDU aged 52 years AND 2). PUSHPA RAJESH ADDU aged 50 years, Both adults, Indian Inhabitant/s, having his/her/their address at C-401, Neelkanth Nagar CHS Ltd, Sawantwadi, Near Little Star School, Chirag Nagar, Ghatkopar West, Mumbai - 400086; hereinafter referred to as "the Allottee/s" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of Individual, his/her/their/ respective heirs, executors, administrators and permitted assigns, in case of a Company, its successors and assigns, in case of a Partnership Firm or a Limited Liability Partnership, the partners for the time being thereof, the survivors or survivor of them and the heirs, executors, administrators and permitted assigns of the survivor and/or their successors and assigns, in case of Hindu Undivided Family (HUF), the Karta and all coparceners, members of the HUF from time to time, their respective heirs, legal representatives, executors, administrators and permitted assigns, in case of a Public Charitable Trust, all trustees constituting the Trust and the heirs, executors and administrators of the surviving trustee and permitted assigns, in case of a Private Trust/ Settlement, all trustees constituting the Trust, beneficiaries and the heirs, executors and administrators of the surviving trustee or beneficiary and permitted assigns) of the **OTHER PART**;

WHEREAS

- A. The Maharashtra Housing and Area Development Authority (hereinafter to referred to as "**MHADA**") was *inter alia* seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of land admeasuring approximately 2745.37 square meters together with the tit bit area admeasuring approximately 58.45 square meters totally admeasuring approximately 2803.82 square meters or thereabout (hereinafter referred to as the "**Land**") bearing Survey No. 236/A corresponding to City Survey No.192/1 (part) of Village Ghatkopar, being part of MHADA land at Pant Nagar, Ghatkopar Village, Taluka Kurla, District Mumbai Suburban, within the registration district of Mumbai Suburban and more particularly described in the **FIRST SCHEDULE** hereunder written, together with the building known as Building No.185 ("**the Existing Building**") comprising of 171 tenements/occupants ("**the Existing Tenements**") standing thereon (the Land together with the Existing Building standing thereon is hereinafter referred to as the "**Project land**")
- B. The Existing Tenements in the Existing Building were allotted to various allottee/s. The allottee/s of the Existing Tenements, subsequently, with the

consent of MHADA formed a co-operative housing society in the name of 'Pantnagar Trishul Co-operative Housing Society Limited' and registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 under Registration No. BOM (WN) HSG (OH) / 2442 / 86-87 dated 29th December 1986 and having its registered office at Building No.185, Pant Nagar, Ghatkopar (E), Mumbai 400 075 ("**the Society**") and became members thereof. At present, there are 171 (One Hundred and Seventy One) members of the Society ("**Existing Members**");

- C. Since the time of allotment, some of the erstwhile allottee/s have transferred their respective rights to their respective transferees for consideration;
- D. Since the Existing Building required substantial and material repairs, the Society and the Existing Members decided that in the interest of the Existing Members, the Project Land shall be re-developed;
- E. By and under a Development Agreement dated 24th December, 2009 executed by and between the Society i.e. Pantnagar Trishul Co-operative Housing Society Limited, therein referred to as the Society of the One Part and the Promoter i.e. Drushti Realtors Private Limited, therein referred to as the Developer of the Other Part and registered with the office of the Sub-Registrar of Assurances under Serial No. BDR-13/5553 of 2010 ("**Development Agreement**"), the Society, irrevocably and unconditionally, granted development rights in respect of the Project Land to the Promoter at or for the consideration and on the terms and conditions more particularly contained therein;
- F. By and under a Power of Attorney dated 9th June, 2010 and registered with office of the Sub-Registrar of Assurances under Serial No.BDR-13/5554 of 2010 ("**POA**"), the Society nominated, constituted and appointed Director of the Promoter company to do all acts, deeds and things, more particularly contained therein, in respect of the redevelopment of the Project Land;
- G. By and under a Supplementary Development Agreement dated 9th June, 2010 executed by and between the Society, therein referred to as the Society of the One Part and the Promoter, therein referred to as the Developer of the Other Part and registered with the office of the Sub-Registrar of Assurances under Serial No.BDR-13/5555 of 2010 ("**Supplementary Development Agreement**"), certain terms of the Development Agreement came to be revised;

- M. By and under the Offer Letter dated 15th June, 2019 bearing Ref. No. CO/MB/REE/NOC/F-1075/878/2019 read with Revised Offer Letter dated 19th November, 2019 bearing Ref. No. CO/MB/REE/NOC/F-1075/1605/202019 read with No-objection dated 23rd January, 2020 bearing Ref. No. CO/MB/REE/NOC/F-1075/153/2020 read with Offer Letter dated 13th August, 2021 bearing Ref. No. CO/MB/REE/NOC/F-1075/1843/2021 issued by the Mumbai Housing and Area Development Board ("**MHADB**") for the redevelopment of the Existing Building standing therein, MHADB has allowed and sanctioned the development of the Leasehold Land plus tit bit area ("**Tit Bit Land**") admeasuring 58.45 square meters, under Regulation 33(5) of the Development Control and Promotion Regulations - 2034 for Greater Mumbai, 2034 ("**DCPR**") on the terms and conditions therein mentioned;
- N. Prior to the completion of the Project (defined hereinafter), the Society shall approach MHADA and get the lease of the Tit Bit Land in favor of the Society by executing a lease deed.
- O. The Promoter are thus, well and sufficiently entitled to undertake the construction and re-development of the Project Land as per the Development Documents under Regulation 33(5) of the DCPR;
- P. The redevelopment of the Project Land as evolved by the Promoter and contemplated by the Development Agreement inter alia involves (i). Demolition of Existing Building, (ii). Development and construction of the project known as "Drushti Sapphire" over a period of time, (iii). Development and construction of the member's Apartments and the member's /society's parking spaces together for the benefit of society and members, by utilization of society's retained area, (iv). Development and construction of Promoter's Apartments and the promoter's parking space by utilization of promoters' areas, and (v). Allotment and sales, by the promoter of the promoters' apartments and promoters parking spaces as members.
- Q. The Promoter propose to construct a composite building to be known as "**Drushti Sapphire**" comprising of 4 Wings Viz: A, B, C & D Wings and each wing having 3 (three) level basements, ground floor commercial and 17 upper floors (hereinafter referred to as the "**New Buildings**") on the Project Land by demolishing the Existing Building. The Existing Building standing on the Land has already been demolished by the Promoter. The Promoter has registered the construction and development of the **New Buildings** as a real estate project

(hereinafter referred to as the "Project") with the Real Estate Regulatory Authority (hereinafter referred to as the "Authority") under the provisions of Section 5 of Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the "RERA Act") read with the rules framed there under including but not limited to the provisions of the 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 (hereinafter collectively referred to as the "RERA Rules");

- R. The Project is having RERA registration No. **P51800032434** and the Authority has duly issued RERA Registration Certificate ("**RERA Certificate**") in respect of the Project. Hereto annexed and marked as **Annexure "A"** is the RERA Registration Certificate issued by the Authority in respect of the Project;
- S. The Allottee/s has, prior to the date hereof, examined a copy of the RERA Certificate. The Allottee/s has agreed and consented to the development of the Project. The Allottee/s has also examined all documents Viz; NOC, approval, Title Report, title documents and all other documents and information uploaded by the Promoter on the website of the Authority as required by RERA Act and RERA Rules and has understood the documents and information and contents in all respects;
- T. The Promoter has entered into a prescribed agreement with the Architect, registered with the Council of Architects and also appointed Structural Engineer for preparing structural designs and drawings and specifications of the New Buildings to be constructed on the Project Land and the Allottee/s accept/s the professional supervision of the Architect and Structural Engineer appointed by the Promoter till the completion of the New Buildings unless otherwise changed by the Promoter.
- U. MHADA has sanctioned plans for construction of the New Buildings and has issued Intimation of Disapproval bearing No. MH/EE/(B.P)/GM(MHADA-1/511/2020) dated 31st August, 2020 ("**IOD**") and Commencement Certificate bearing No. MH/EE/(B.P)/GM(MHADA-1/511/2021) dated 13th July, 2021 ("**CC**"), to the Promoter for the implementation and construction of the Project. A copy of the IOD is annexed hereto and marked as **Annexure "B"** and CC is annexed hereto and marked as **Annexure "C"** respectively.
- V. The Promoter have accordingly commenced construction of the Project in

accordance with the plans, specifications, designs and elevations as maybe approved by the MHADA / other competent planning authorities from time to time. The Project shall have the common areas, facilities and amenities that may be usable by the Allottee/s and are listed in **Annexure "E"** annexed hereto (hereinafter referred to as "**Common Areas & Amenities**").

- BB. The Allottee/s has/have also independently investigated and are fully satisfied with the title of the Promoter to re-develop the Project Land. The Allottee/s being fully satisfied in respect of title of the Promoter to re-develop the Project Land has/have approached the Promoter and requested the Promoter to sell to them a residential flat being being **Flat No. 901** admeasuring **60.20** meters carpet area (excluding area of balcony/ies) on **the 09th Floor** in **Wing "B"** of the New Building (hereinafter referred to as "**the Apartment**") and more particularly described in the **SECOND SCHEDULE** hereunder written, shown in red color boundary lines on the plan annexed hereto and marked as **Annexure "F"**. to be constructed / being constructed on the Project Land, at and for the lump sum consideration of **Rs. 1,55,01,755/- (Rupees One Crore Fifty Five Lakhs One Thousand Seven Hundred Fifty Five Only)** (hereinafter referred to as "**Purchase Price**") payable by the Allottee/s to the Promoter in the manner detailed in the payment schedule marked as **Annexure "G"** and on the terms and conditions hereinafter appearing. **Along with the Apartment, at the request of the Allottee/s, the Promoter has not allotted any car parking space/s. The Apartment and the Parking Space/s if allotted are hereinafter collectively referred to as the "Premises"**.
- CC. The Promoter have the absolute and unhindered right to sell the Apartment in the New Buildings being constructed by the Promoter, to enter into this Agreement with the Allottee/s in respect of the Apartment and to receive the Purchase Price, in respect thereof;
- DD. Under section 13 of the RERA, the Promoters are required to execute a written Agreement for Sale in respect of the Apartment with the Allottee/s i.e. this Agreement and is also required to register this Agreement under the provisions Indian Registration Act, 1908.
- EE. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this

Agreement on the terms and conditions appearing hereinafter.

- FF. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agree to sell and the Allottee/s hereby agree/s to purchase and acquire, the Apartment.

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

1. **INTERPRETATION**

- 1.1 The recitals contained above, schedules written hereunder and annexures hereto shall form an integral and operative part of this agreement as if the same were set out and incorporated herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of the Act.

2. **ALLOTMENT & SALE**

- 2.1 Subject to and upon the terms, conditions and provisions hereof, including payment by the Allottee/s of the Purchase Price, all amounts, charges, deposits, interest, damages, liabilities, contributions including fund contributions and corpus, etc., paid by the Allottee/s herein and in relation to, and/or in pursuance of, the agreement for allotment and sale herein, the Promoter hereby agrees to allot and sell to the Allottee/s, and the Allottee/s hereby agree/s to purchase and acquire from the Flat No. 901 admeasuring 60.20 square meters carpet area (excluding area of balcony/ies) on the 09th floor in Wing "B" of the New Building known as "DRUSHTI SAPPHIRE" (hereinafter referred to as "the Apartment") and more particularly described in the **SECOND SCHEDULE** hereunder written, shown in red color boundary lines on the plan annexed hereto and marked as **Annexure "F"**, on what is commonly known as "ownership basis" in terms of RERA and MOFA (as applicable), the Apartment, together with the use, as an amenity attached to the Apartment, the Car-Parking Space/s if allotted.

2.2 **Car-parking Space/s:**

- 2.2.1 **The Promoter confirms that the promoter has not allotted any car parking space along with the apartment.**
- 2.2.2 The Allottee/s acknowledge/s and understand/s that the Car-parking Space/s, if allotted, will be provided in the New Buildings shall be in the form of stack or tandem parking or puzzle parking or pit parking or any other form of parking and which shall be designed to minimize the area and/or volume required for parking

The Allottee/s hereby declares that he/she/they has/have gone through this Agreement and all the documents related to the Project and has/have expressly understood the contents, terms and conditions of the same and the Allottee/s after obtaining necessary legal advice and being fully satisfied has/have entered into this Agreement and further agrees not to raise any objection in regard to the same.

40 SURVIVAL

This Clause 40, Clause 25.2, Clause 27, Clause 38 and, Clause 39, and all other rights and obligations of the Parties that are held after, and/or are required to be observed and performed upon and after the termination of this Agreement, shall survive the termination of this Agreement, and the Parties shall continue to respectively hold such rights, and be bound, liable and obliged to comply with their obligations in respect thereof.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the Project Land)

ALL THAT piece and parcel of land admeasuring 2803.82 square meters or thereabout bearing Survey No. 236/A corresponding to City Survey No.192/1 (part) of Village Ghatkopar, being part of MHADA land at Pant Nagar, Ghatkopar Village, Taluka Kurla, District Mumbai Suburban, within the registration district of Mumbai Suburban

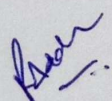
THE SECONDSCHEDULE ABOVE REFERRED TO

(Description of the Premises)

Flat No. 901 admeasuring 60.20 square meters carpet area (excluding area of balcony/ies) on the 09th floor in Wing "B" of the building known / to be known as "Drushti Sapphire" to be constructed / being constructed on the Project Land described in the First Schedule hereinabove written.

IN WITNESS WHEREOF the Parties have set and subscribed their respective hands and seals to these presents the day and year first hereinabove stated.

SIGNED AND DELIVERED by the)
Within named "**Promoter**")
DRUSHTI REALTORS PRIVATE LIMITED)
Through its Director / Authorized Signatory)
Mr. ASHOK HARIDAS JAGDALE)
PAN NO.AACCD2994F)





Atul

STATE BANK OF INDIA

Branch GHATKOPAR

Branch Code 1131

CIF No.1
CIF No.2
CIF No.3
Existing SBI A/C No.

PMAY	YES/NO	LOS Reference No.:
Applicant Name : <u>RAJESH ADDU</u>		
Co-Applicant Name :		
Co-Applicant Name :		
Contract (Resi.) Mobile : <u>9030 933003</u>		
Loan Amount : <u>1,30,00,000/-</u>		Tenure : <u>MAX 210 months</u>
Interest Rate :		EMI :
Loan Type : <u>HOME LOAN</u>		SBI LIFE : YES / NO
Home Loan Type <u>HOME LOAN</u>		
Moratorium <u>yes</u>		

Property Location : <u>GHATKOPAR</u>
Property Cost : <u>2.08</u>
Name of Developer / Vendor : <u>DRUSHTI</u>
SBI BUILDER TIE UP : Y/N
OPAS NO.:-

Name of Branch Manager / BST/HLST/SSL/HLC	<u>SOREPER CONSULTANCY P</u> <u>MATHUWOODIG</u>
Name of Dealing Officer at Branch Along with Mob No.:	

	DATE		DATE
SEARCH - 1		RESIDENCE VERIFICATION	
SEARCH - 2		OFFICE VERIFICATION	
VALUATION - 1	<u>Vasudevala</u>	SITE INSPECTION	
VALUATION - 2	<u>Srinjay Devi</u>		