

Ward No. : 10/43
Village : Kanchangaon
Shop No. : Shop No. 7
Shop area : 20.95 sq. meter carpet
Shop Cost : Rs. 32,00,000/-
Stamp Duty : Rs. 2,24,000/-

क ल न - ४
दस्त क्र. 9300 / 20
U / 08

AGREEMENT FOR SALE

THIS AGREEMENT MADE AT DOMBIVALI

ON THIS th 28 DAY OF JAN. 2020

BETWEEN






क ल न - ४
 दस्त नं. १३६० / २०
 २/१०

M/s. DEIV ENTERPRISES, partnership firm, having its office at 204, Riddhi-Siddhi Apartment, Above Kotak Mahindra Bank, Dombivali (E), District Thane, through its partner **Shri Akash Paresh Parikh** Age 31 hereinafter called and referred to as the **Promoter** (which expression shall unless it be repugnant to the context or meaning thereof mean and include the partners constituting the said firm for the time being, the survivors of them/their/his/her heirs, executors, administrators and assigns) being the party of the First Part.

A N D

1. MR. DARSHAN ARVIND SHAH & 2. MR. ARVIND BHANJI SHAH aged about 32 & 56 years, occupation Business residing at C/203, Thakurdwar Complex, Tilak Chowk, Kalyan (West) 421301 hereinafter called and referred to as the **Purchaser** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his / her / their heirs, executors, administrators and assigns) being the Party of the Second Part.

WHEREAS Shri. Shankar Jayram Choudhary and others are the owners of land lying, being and situate at village Kanchangaon, Taluka Kalyan, District Thane, bearing

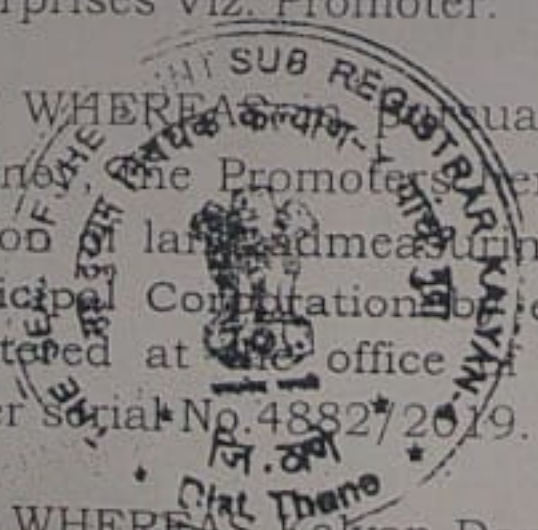
Survey No.	Hissa No.	Area sq.mts.
78	11/2	6000 Sq. Mts. out of 9580 Sq. Mts.

within the limits of the Kalyan Dombivali Municipal Corporation hereinafter called and referred to as Entire Property.

AND WHEREAS by and under the Agreement for sale dated 22/03/2018 registered at the office of Sub-Registrar of Assurances at Kalyan-5 under serial No. 2982/2018 dated 22/03/2018 the said owners have granted the Development rights of the entire property to M/s. Deiv Enterprises Viz. Promoter at and for the price/consideration and on the terms and conditions therein contained and in pursuance thereto said owners have also executed the power of attorney registered under Serial No. 2983/2018 on 22/03/2018 in favour of M/S. Deiv Enterprises Viz. Promoter.

AND WHEREAS in pursuance to the said agreements and power of attorney, the Promoters herein have surrendered and handed over a portion of land measuring 1483.69 sq. metres to Kalyan Dombivali Municipal Corporation by executing Transfer Deed dated 12.04.2019 registered at the office of Sub-Registrar of Assurances at Kalyan-4 under serial No. 4882/2019.

AND WHEREAS Kalyan Dombivali Municipal Corporation have granted the sanction and approval to the said building proposal under its Building Commencement Certificate bearing No. KDMC / NPV / RP





कल्याण डोंबिवली महानगरपालिका, कल्याण

नगररचना विभाग

भाग बांधकाम पूर्णत्वाचा दाखला

(प्लॉट 'B' करीता)

जा.क्र.कडोमपा/नरवि/सीसी/डोंबि/OCC/592/20

दिनांक :- 22/10/2020

प्रति,

श्री. शंकर जयराम चौधरी व इतर

कु.मु.प.धारक- मे. दैव एंटरप्रायजेस तर्फे श्री. परेश पारीख व इतर

वास्तुशिल्पकार :- श्री. शिरीष गजानन नाचणे, डोंबिवली

स्ट्रक्चरल इंजिनियर :- श्री. एस. व्ही. पटेल, डोंबिवली.

वास्तुशिल्पकार श्री. शिरीष गजानन नाचणे, डोंबिवली यांचे अर्ज क्र. OCN/728/20, दि. 29/09/2020 रोजीचे अर्जावरून दाखला देण्यात येतो की, त्यांनी कल्याण डोंबिवली महानगरपालिका हद्दीत मौजे कांचनगाव, स.नं. 198 (जुना), 36 (नविन), 11/2, स.नं. 126 (जुना), 30 (नविन), हि.नं. 1 येथे कल्याण डोंबिवली महानगरपालिका यांचेकडील सुधारीत बांधकाम परवानगी जा.क्र.कडोमपा/नरवि/बां/डोंबि/2016-19/0013/146, दिनांक 03/02/2020 अन्वये 4346.69 चौ.मी. क्षेत्राच्या भूखंडावर 3126.32 चौ.मी. क्षेत्राचे मंजूर केलेल्या नकाशाप्रमाणे प्लॉट 'B' वरील 904.94 चौ.मी. क्षेत्राचे 'रहिवास व वाणिज्य' स्वरूपाचे बांधकाम पूर्ण केलेले आहे.

सबब आपणास सोबतच्या नकाशामध्ये हिरव्या रंगाने दुरुस्ती दाखविल्याप्रमाणे तसेच खालील अटीवर बांधकामाची वापर परवानगी देण्यात येत आहे.

अ.क्र.	मजले	प्लॉट B	बांधीव क्षेत्र (चौ.मी.)
1	तळमजला	03 दुकाने	104.24
2	पहिला मजला	03 ऑफीस	124.94
3	दुसरा मजला	02 सदनिका	114.62
4	तिसरा मजला	02 सदनिका	114.62
5	चौथा मजला	02 सदनिका	114.62
6	पाचवा मजला	02 सदनिका	99.66
7	सहावा मजला	02 सदनिका	114.62
8	सातवा मजला	02 सदनिका	114.62
	एकूण	03 दुकाने, 03 ऑफीस, 12 सदनिका	904.94 चौ.मी.

अटी :-

- 1) भविष्यात रस्ता रुंदीकरणासाठी जागा लागल्यास ती इनारतीच्या सामासिक अंतरातून कडोमपास विनामुल्य हस्तांतरित करावी लागेल.
- 2) पाणी पुरवठा उपलब्ध करून देण्याची जबाबदारी पाणी पुरवठा सुधारणा होईपर्यंत महापालिकेची राहणार नाही.
- 3) जा.क्र.कडोमपा/नरवि/बां/डोंबि/2016-19/0013/146, दिनांक 03/02/2020 या सुधारीत बांधकाम परवानगी मधील अटी व शर्ती आपणावर बंधनकारक राहतील.
- 4) प्रकरणी पुढील बांधकाम पूर्णत्वाचा दाखला घेणेपूर्वी 16.00 मी. व 24.00 रुंद रस्त्याने बांधीत क्षेत्राचा महसूल दफतरो 3/12 उतारा महापालिकेच्या नावे करणे आपणावर बंधनकारक राहिल.
- 5) प्रकरणी अंतिम बांधकाम पूर्णत्वाचा दाखला घेणेपूर्वी मा. जिल्हाधिकारी यांचेकडील सनद सादर करणे आपणावर बंधनकारक राहिल.
- 6) प्रकरणी Covid-19 बाबत शासनाकडील संपूर्णपणे लॉकडाऊन उठविणेबाबत आदेश प्राप्त होत नाही, तोपर्यंत इमारतीमधील सदनिकेचा / दुकानांचा प्रत्यक्ष ताबा देऊ नये, याची नोंद घ्यावी.

सहाय्यक संपन्निक, नगररचना (किरिता)
कल्याण डोंबिवली महानगरपालिका, कल्याण

प्रत :-

- 1) उप आयुक्त ('इ' वर्कनन्स) यांना महानगरपालिका संकेत स्वळावर प्रसिध्द करणेबाबत.
- 2) कर निर्धारक व संकलक, क.डों.म.पा कल्याण
- 3) प्रभाग क्षेत्र अधिकारी 'फ' प्रभाग कार्यालय, क.डों.म.पा कल्याण

56. Dispute Resolution: - Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.
57. **GOVERNING LAW**
That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.
58. The name of the Project shall be "**VIRAT OZONE**" and this name shall not be changed without the written consent of the Promoters. The name of association shall also be decided by the Promoters at their discretion.
59. It is hereby made clear that furniture lay out, colour scheme elevation treatment, trees garden lawns etc. shown on the pamphlet and literature are shown only to give overall idea to the Purchaser and the same are not agreed to be provided by the promoters unless specifically mentioned and agreed in this agreement. The Promoters reserves the right to make changes in Elevations, Designs, and Colures of all the materials to be used at his sole discretion. In all these matters the decision of the Promoters are final and it is binding on the Purchaser/...
60. This agreement shall always be subject to the provisions contained in Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under and any other provisions of Law Applicable thereto.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Description of the Property)

All those pieces and parcels of land known as Plot B having area 500 Sq. Mts. Situated on land bearing S. No. 78, H. No. 11/2 out of total plot area 10290 Sq. Mts. of land bearing S. No. 78, H. No. 11/2 and S. No. 70, H. No. 1, and situated at village Kanchangaon, Taluka Kalyan, District Thane within the limits of the Kalyan Dombivali Municipal Corporation and bounded as follows:

On or towards East : 24.00 Mtr. DP Road
On or towards West : Survey No.69
On or towards North : 18.00 Mtr. DP Road
On or towards South : Survey No.70 Hissa No.
together with all easement rights etc.,



SECOND SCHEDULE ABOVE REFERRED TO

Description of the nature, extent of common areas and facilities.

Open Space as per the Plan

Staircase,

Entrance lobby

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the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2.

AND WHEREAS the authenticated copies of the plans and specifications of the Premises agreed to be purchased by the Purchaser, as sanctioned and approved by the local authority have been annexed and marked as Annexure D.

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building and the said fact of such stage of progress of construction work is also disclosed and brought to the notice and knowledge of the Purchaser herein.

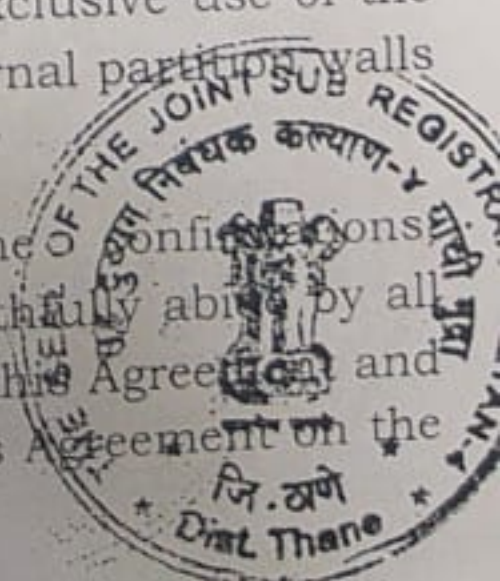
AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Purchaser has applied to the Promoter for allotment of **Shop bearing No. 7 on Ground floor**, admeasuring **20.95 sq.mt. carpet** in the Project known as "**VIRAT OZONE**" being constructed on the said property described in the Schedule hereunder written being the said premises.

AND WHEREAS the carpet area of the said premises is 20.95 square meters and "carpet area" means the net usable floor area of the said premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Premises for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Premises for exclusive use of the Purchaser but includes the area covered by the internal partition walls of the premises.

AND WHEREAS, the parties relying on the 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;



Handwritten signatures and initials at the bottom of the page.