

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT FOR SALE made and entered into at Vashi, Navi Mumbai, on this _____ day of _____ 201____, **BETWEEN M/S. VAASTU BUILDERS AND DEVELOPERS (PAN NO. AAHFT2826L)** a Partnership firm, duly registered under the Indian Partnership Act, 1932, through its Authorized Partners **SHRI. SANGRAM VILASRAO PATIL AND SHRI. _____** having their registered office at 802, 8th floor, Satra Plaza, Plot Nos. 19 & 20, Sector - 19D, Vashi, Navi Mumbai – 400705 hereinafter referred to as “**the Promoter**” (which expression shall unless it be repugnant to the context or the meaning thereof be deemed to mean and include the partner or partners for the time being of the said Firm the survivor or survivors of them and the heirs, executors and administrators of the such survivor(s) and his/ her/ their assigns) of the **ONE PART**

AND

MR. _____ (PAN NO. _____), Age _____ years _____ **AND (PAN NO. _____)** Age _____ years, both Indian inhabitants residing at _____ hereinafter referred to as “**the Allottee/s**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/their/heirs, executors, administrators and permitted assigns) of the **OTHER PART**

WHEREAS by order dated 10th November 1973 passed by the Hon'ble Agricultural Land Tribunal No.4 and Mamalatdar Panvel (hereinafter referred to as "**the said Tribunal**") under Section 32G of the Bombay Tenancy and Agricultural Lands Act, 1948 (hereinafter referred to as "**the said Tenancy Act**") Mr. Vithal Nago alias Nago Patil (hereinafter referred to as "**the said Tenant**") became entitled to purchase all that piece and parcel of agricultural land bearing Survey No.122, Hissa No.0, admeasuring about 0H-57R—40P., with Pot Kharaba admeasuring about 0H-3R-0P in the aggregate admeasuring about 0H-60R-40P, lying being and situate at Village-Vichumbe, Taluka Panvel, District Raigad (hereinafter referred to as "**the said Land**") from the landlord Mr. Mohammed Hussain Khatik (hereinafter referred to as "**the said Landlord**") pursuant to

AND WHEREAS the said Tenant died leaving behind him i) Smt. Alibai Vithal Patil (wife), ii) Mr. Hasha Vithal Patil (son), iii) Mr. Namdev Vithal Patil (son), iv) Mr. Damu Vithal Patil (son), v) Mr. Janardhan Vithal Patil (son), vi) Smt. Budhi Namdev Pardeshi (married daughter), vii) Smt. Phashi Rama Ghate (married daughter), viii) Smt. Jomi Pandu Mhatre (married daughter) and ix) Smt. Krushni Dhaya Pardeshi (married daughter) as his legal heirs however save and except Mr. Janardhan Vithal Patil names of all the remaining of the said Heirs were inter alia recorded in 7/12 extract of the said Land

AND WHEREAS pursuant to the payment of the consideration ordered to be paid by the said Tribunal to the Landlord, Sale Certificate under Section 32M of the said Tenancy Act was issued on 5th June 2006 in the name of the said Tenant by the Additional Tahasildar and accordingly charge of the said Landlord for the said consideration was removed from the other rights column in 7/12 extract of the said Land and Sale Certificate dated 5th June 2006 was issued by Additional Tahsildar in the name of the said Tenant under Section 32M of the said

Tenancy Act and which was duly registered with the Sub-Registrar of Assurances, Panvel-1, under Serial No.PVL-1/4705/2006

AND WHEREAS by his Order dated 25th March 2010, bearing Reference No. Tenancy/VP/SR/1136/2009 (Binsheti), Sub-Divisional Officer, Panvel inter alia allowed the application filed by Mr. Namdev Vithal Patil and seven others to change the tenure of the said Land from agriculture to non-agricultural on the terms and conditions contained therein

AND WHEREAS on account of several deaths of the heirs of the said Tenant and execution of Release Deeds more particularly mentioned in the Title Certificate annexed hereto the said Land devolved upon Mr. Arjun Hasha Patil, Mr. Joma Hasha Patil, Smt. Babi Damu Patil, Smt. Shaila Shaniwar Chimane, Mrs. Chandra Atmaram Govari, Mrs. Nanda Bharat Bhingarkar, Mr. Ganesh Namdev Patil, Mr. Navin Krushna Patil, Mr. Satish Krushna Patil and Smt. Ramibai alias Pramila Chandrakant Pardeshi (hereinafter collectively referred to as “**the said Owners**”)

AND WHEREAS by a Partition Deed dated 10th March 2017 entered between the said Owners, duly registered with the Sub-Registrar of Assurances, Panvel-1, under Serial No.PVL1/1606/2017 (hereinafter referred to as “**the said Partition Deed**”), Mr. Arjun Hasha Patil, Mr. Joma Hasha Patil, Smt. Babi Damu Patil, Smt. Shaila Shaniwar Chimane, Mr. Ganesh Namdev Patil, Smt. Ramibai alias Pramila Chandrakant Pardeshi (hereinafter collectively referred to as “**the Owners No.1**”) and Mr. Navin Krushna Patil, Mrs. Nanda Bharat Bhingarkar, Mr. Satish Krushna Patil and Mrs. Chandra Atmaram Govari the said Land was agreed to be partitioned in such a manner that the Owners No.1 jointly became entitled to own a portion of the said Land, admeasuring about 0H-30R-4P and the balance portion of the said Land admeasuring about 0H-30R-0P was agreed to be jointly

owned by the three of the Owner Nos.1 being Smt. Ramibai (Pramila) Chandrakant Pardeshi, Mr. Arjun Hasha Patil and Mr. Joma Hasha Patil along with Mr. Navin Krushna Patil, Mrs. Nanda Bharat Bhingarkar, Mr. Satish Krushna Patil and Mrs. Chandra Atmaram Govari (hereinafter collectively referred to as **“the Owners No. 2”**).

AND WHEREAS pursuant to an Application bearing No.1794 of 2017 made by Arjun Hasha Patil, measurement of the said Land was carried out on 21st April 2017 by Taluka Land Records office, Panvel and accordingly Aakar Phod Patrak under D.R. No.481 of 2017 (hereinafter referred to as **“the said Aakarphod Patrak”**) was sanctioned by Deputy Superintendent of Land Records, Panvel by sub-dividing the said Land into two parts one as Survey No.122, Hissa No.1, admeasuring about 0H-28R-9P and Pot Kharaba admeasuring about 0H-1R-5P. in the aggregate admeasuring about 0H-30R-4P. and more particularly described in the First Schedule hereunder written (hereinafter referred to as **“the said Plot”**) and other as Survey No.122, Hissa No.2, admeasuring about 0H-28R-5P and Pot Kharaba admeasuring about 0H-1R-5P. in the aggregate admeasuring about 0H-30R-0P (hereinafter referred to as **“the Plot No.2”**)

AND WHEREAS as per the said Aakarphod Patrak and in terms of the said Partition Deed, the said Plot is shown in the occupancy of the Owners No.1 and the Plot No.2 is shown in the occupancy of the Owners No.2

AND WHEREAS by a Development Agreement dated 19th June 2017 entered between the Owners No. 1 of the One Part and the Promoter of the Other Part, duly registered with the Sub-Registrar of Assurances, Panvel-4, under Serial No.PVL4/6391/2017 (hereinafter referred to as **“the Development Agreement”**), the Owners No.1 granted development rights in respect of the said Plot to the Promoter for the consideration and upon terms and conditions contained therein.

