

ALLOTMENT LETTER

To,
Mr. _____,

Date: _____

Sub: Booking of flat in our Project known as "Kannamwar Nagar Shree Krishna CHS LTD" having Reg. No. M.U.M/M.H.A.D.B/H.S.G/(T.C.)12208 dated: 13.02.2004 having address Building no. 82, at Kannamwar Nagar Shree Krishna CHS LTD, at Survey No. 113 [part] (City survey No. 356 [part]), Kannamwar Nagar, Vikhroli (E), Mumbai - 400 083.

We are pleased to confirm the Booking of a Flat in our above project as per details given below:

- a) Proposed Flat No. : _____
 - b) Proposed Floor No. : _____
 - c) Rera Carpet Area of Flat : _____
 - d) Agreement Value : Rs. _____
 - e) Amount paid by you till today : Rs. _____
 - f) Balance Amount to be paid : Rs. _____
 - g) Tentative Date of possession : December 2023 (subject to getting all Required permissions in time from Concerned Authorities,)
 - h) RERA REG. NO. : _____
1. You will have to pay additional charges whatever may be applicable, as and when demanded by us towards various Taxes, such as Cess, Mhada's premium Charges etc., however while signing this booking letter, you have unconditionally agreed to the Builders to raise any number of additional floors in the building and / or to modify /change /amend the sanctioned plan as and when required by the builders.

2. The Stamp duty, Registration charges, legal charges, GST and other incidental charges shall be paid by you or your nominee/s as may be applicable at the time of registering the sale agreement.
3. The balance or due amount if any is not paid according to the above mentioned/ attached schedule then interest will be charged @ 2% per month on the due amount. However if due amount is not paid within 90 days from the due date, then in that case your Flat deal stands cancelled and you will get refund of the money already paid after deducting Rs Five Lakh as cancellation charges within 30 days from the final cancellation notice from us. THIS IS A PRIME AND MANDATORY CONDITION OF THIS BOOKING LETTER.
4. M.C.G.M. & MHADA charges / Deposit and or other Govt. taxes / charges such as water drainage and electrical power connection also shall be paid by you or your nominee/s as may be applicable.
5. You may confirm the above by signing on Duplicate copy of this Booking letter & while registration of sale agreement this original **Allotment Letter** will be treated as part and parcel of the sale agreement.
6. We the UCC Infrastructure Pvt. Ltd. shall enter into sale purchase Agreement in respect of the said Flat No. _____ in Building No.82 of **Kannamwar Nagar Shree Krishna CHS LTD.** booked by you on the basis of this **Allotment Letter** as per our Development agreement's clause. However you will abide by the terms and conditions mentioned in "Possession Cum Undertaking Letter" at the time of actual possession.
7. Any communication, letters, receipts, notices, issued by us and dispatched under certificate of posting or by courier to your address mentioned hereinabove shall be treated as dispatched by us unless you record your new address in writing.

Thanking you,

Yours faithfully

FOR Adityaraj Builders & Promoters

Partner /Authorized signatory



AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at MUMBAI, on this ____ day of _____, in the Christian Year Two Thousand Twenty (2020).

BETWEEN

M/S. Adityaraj Builders and Promoters – PAN NO. ABLFA9725G., a Partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at **101 and 102, Purnima Pride, Building No. 03, Tagore Nagar, Vikhroli (E), Mumbai – 400 083.**, (PAN NO. **ABLFA9725G**) represented by its Authorized Partner **Mr. ROCKY R. KHUSHALANI** (Aadhar No.7443 4877 5708) hereinafter referred to as the “Promoter” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors – in-interest, executors, administrators and permitted assignees, including those of the respective partners),

A N D

Mr. _____ **- Aadhar No.** _____, **Pan No.** _____ wife of _____ aged about ____ years, and **Mr.** _____ **- Aadhar No.** _____ **Pan No.** _____ son of _____ aged about ____ years, residing at _____ hereinafter called “ALLOTTEE/S” (which expression shall unless it be repugnant to the context or meaning there of mean and be deemed to include his/her heirs, executors, administrators successors in interest and permitted assignees). The Promoter and Allottee shall hereinafter collectively be referred to as the “Parties” and individually as Party”.

WHEREAS:

- A. The Maharashtra Housing and Area Development Authority, hereinafter referred to as the said MHADA, a statutory Corporation constituted under Maharashtra Housing and Area Development Act, 1976, Rules and Bye-laws, being the owner of the larger Land at Kannamwar Nagar, Vikhroli (E), hereinafter referred to as the said larger Land, is seized and possessed of and/or otherwise well & sufficiently entitled to piece and parcel of the land adm. 1111.88. Mtrs., (as per MHADA Demarcation) bearing Survey No. 113 [Part] and City Survey No. 356 (Part), Kannamwar Nagar, Vikhroli (E). Mumbai – 400 083, out of the said larger Land, hereinafter referred to as the said Land.

B. The said MHADA in pursuance of the Scheme of the Government of India constructed along with other buildings, **building No.82** on the said Land consisting 32 tenements. All the Purchasers in the **building No.82** have formed & registered a Co-Operative Housing Society Ltd., known as “**Kannamwar Nagar Shree Krishna Co-Op. Housing Society Ltd.**,” a Society duly registered under the Maharashtra Co-Operative Societies Act, 1960 bearing Registration No. **M.U.M / M.H.A.D.B / H.S.G/ (T.C.) 12208. dated 13/02/2004**, and having their registered office at **Building No. 82, at Kannamwar Nagar, Vikhroli (East), Mumbai – 400083**, hereinafter referred to as “the said Society”. The said **building No. 82** is hereinafter referred to as the said Building. The said Land & the said Building is hereinafter collectively referred to as the said Property and more particularly described in the First Schedule hereunder written.

C. The said MHADA in pursuance of the registered Lease Deed dated the **28th Oct. 2013** leased out the said Land in favour of the said Society for a period of 99 years and simultaneously, in terms of Sale Deed dated **28th Oct. 2013** said MHADA conveyed, granted and assured unto the said Society said Building having G + 3 structures standing on the said Land, consisting of Thirty tenements.

AND WHEREAS under the circumstances, the said Society became the lease hold owner of the said Land and absolute owner of the said Building.

AND WHEREAS since the said Building being in the dilapidated condition and outlived its utility, the said Society has decided to demolish the said Building and re-develop/construct a new building by utilizing the entire F.S.I. available& permissible by MHADA and other authorities on the said Land under regulation 33(5) of DCR 1991.

AND WHEREAS the said Society therefore, called for the sealed tenders/quotations from professional builders in this field for the re-development of the said Property. The Promoter has forwarded their proposal for the re-development to the said Property. The said Society in its Special General Body meeting held on **10th July 2011**, from amongst the various proposals received, unanimously approved the proposal of the Promoter and passed a resolution to that effect.

D. AND WHEREAS by the Development Agreement dated **24th July 2018** and registered with the sub registrar of Assurances Kurla, on **24th July 2018** vide

registration no. **KRL 3 - 8737 - 2018**, registered at Kurla - 3 Joint Sub-Registrar Kurla No. 1, at Mumbai on the **24th July 2018**, entered into between the said Society and the Promoter, the said Society granted unto the Promoter the development rights in respect of the said Property whereby the Promoter became entitled to demolish the said Building i.e. **building No. 82** standing on the said Land and constructed a new building comprising of Ground + Stilt + part parking + commercial and 1st Floor Commercial + 21 upper Residential floors, One Building having Two wings by utilizing the entire FSI available on the said Land and also by bringing in TDR from outside or from MHADA in the form of additional FSI/Area subject to the prevailing applicable laws as per regulation 33/(5) of DCR 1991 and DCR 35/4 at the cost of Promoter;

AND WHEREAS pursuant to the said Development Agreement, the said Society has also executed the Power of Attorney in favour of the Promoter registered under No **KRL 3 - 8738 - 2018** Dated **24th July 2018** with Kurla - 3 Joint Sub-Registrar Kurla No. 3 at Mumbai.

The developer on behalf of the said society, have completed all the requisite formalities and obtained 'No Objection' from chief officer, Mumbai Housing and Area Development Board for this redevelopment Project.

AND WHEREAS pursuant to the said Development Agreement, the Promoter obtained the vacant possession of the said Building. All the said **32** members having vacated their respective tenements, the Promoter have demolished the said Building;

AND WHEREAS the said **32** members have arranged the temporary alternate accommodation elsewhere at the cost of the Promoter;

E. AND WHEREAS the Promoter submitted the building plans to the Municipal Corporation of Greater Mumbai / MHADA for its approval and the plans for the new building have been duly sanctioned by **Building Permission Cell, Greater Mumbai / MHADA** vide **I.O.A. No. MH / EE / BP Cell / GM / MHADA - 9 / 400 / 2019** dated **1st Nov. 2019** and

E. i. **Consent Letter of Commencement Certificate** bearing No. **CO / MB / REE / NOC / F - 1080 / 022 / 2019** dated **6th July 2019** upto **Plinth Level**,

- E. ii. **Commencement Certificate** bearing No. **MH / EE / (B.P.) / GM / MHADA – 9 / 400 / 2019** dated **30th Dec. 2019** upto **Plinth Level**.
- E. iii. **Offer Letter** bearing No. **CO / MB / REE / NOC / F – 1080 – 877 / 2019** dated **15th June 2019**.
- E. iv. **Revised Offer Letter** bearing No. **CO / MB / REE / NOC / F – 1080 – 1647 / 2019** dated **22nd Nov. 2019**., Ground + Stilt + part parking + commercial and 1st Floor Commercial + 21 upper Residential floors, One Building having Two wings-

AND WHEREAS the Promoter has got approved from the concerned local authority the plans, specifications, elevations, section and details of the new building upto 19th Upper floors and have accordingly commenced the construction of the new building on the said Land as per the sanctioned plans& specifications.

AND WHEREAS the Promoter has appointed **Mr. Ashish Bhatt of M/s. Ashish Bhatt & Associates as Licenser Surveyor** and **Mr. Vikas Gokhale of M/s Associated Consultants as Structural Engineer** for the preparation of the structural design and drawings of the new building and the Promoter accept the professional supervision of the Architect and the Structural Engineer till the completion of the new building;

AND WHEREAS under the circumstances mentioned above, the Promoter has the sole and exclusive right to develop the said Property and to sell the Apartments and other premises in the new building, save & except the **32** Apartments earmarked for the existing members of the said Society, being constructed on the said Property by the Promoter and to enter into agreement/s with the Allottee/s of the Apartments and other premises and to receive the sale price in respect thereof in the name of **“M/s. Adityaraj Builders and Promoters.”**;

F. AND WHEREAS, the Promoter has registered the said project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at **Maharashtra Real Estate Regulatory Authority** on **02/08/2017** under Registration No. _____ authenticated copy whereof is annexed hereto and marked as **Annexure – F**.

(MCGM Assessment Number / SAC NO - **SX0304660090000**)

AND WHEREAS the Allottee/s demanded from the Promoter and the Promoter has given inspection to the Allottee/s of all the documents of title relating to the said Property and the plans, designs and specifications prepared by the **Mr. Ashish Bhatt** of **M/s. Ashish Bhatt & Associates as Licenser Surveyor** of such other documents as are specified under the Real Estate (Regulation & Redevelopment) Act, 2016 (hereinafter referred to as 'the said Act') with the Maharashtra Rules and Maharashtra Regulations 2017 made there under; After the Allottee/s enquiry, the Promoter has advised the Allottee/s to carry out independent search by appointing their own attorney/advocate and to ask any queries, he/she/they have regarding the marketable title and rights and authorities of the Promoter. The Allottee/s has /have satisfied himself/herself / themselves in respect of marketable title and rights and authorities of the Promoter herein. That the allottee has given his specific confirmation herein that the responsibility of title of the said land be on the Developer up and until the conveyance of the said building/ phase/wing and the said land there under.

G. AND WHEREAS the Allottee has offered to purchase an Apartment bearing number _____ in the **Wing** “_____” on the _____th floor, (herein after referred to as the said "Apartment") in the new Building being constructed on the said Property by the Promoter.

AND WHEREAS the authenticated copy of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property registered Card (since this is a MHADA, Kannamwar Nagar Layout, the mutation in favour of the said Society by demarcating individual plot in its favour has not been completed by the revenue authorities) on which the said Building is constructed/to be constructed have been annexed hereto and marked as **Annexure - 'A' & 'B'** respectively.

AND WHEREAS the authenticated copies of the plans of the Layout of the said Building as approved by the Municipal Corporation of Greater Mumbai (MCGM) / MHADA have been annexed hereto and marked as **Annexure – C.**

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the MCGM/ MHADA have been annexed and marked as **Annexure – D.**

AND WHEREAS the Promoter has obtained some of the sanctions/approvals from the MHADA / MCGM 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 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 said Property and upon the observance and performance of which only the completion or Occupation Certificate in respect of the new building shall be granted by the concerned local authority;

AND WHEREAS the Allottee/s herein have applied to the Promoter for allotment to the Allottee/s Apartment No. _____ in the **Wing “_____”**, adm. _____ Sq. ft. carpet area (as per MAHARERA Norms) on the _____ Floor of new building to be known as **“Kannamwar Nagar Shree Krishna Co-Op. Housing Society Ltd.”**, constructed/to be constructed and pro-rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the said Apartment" and facilities which are more particularly described in Second Schedule hereunder written.

AND WHEREAS the Promoter has accordingly commenced construction of the said Building as per sanctioned plans and specifications by MCGM / MHADA and completed the construction up to _____ Level.

AND WHEREAS the Allottee/s has agreed to purchase the said Apartment based on going through all the conditions stated in the sanctioned plans by respective competent authorities and have further confirmed that all such conditions shall be bound and abided strictly by the Allottee.

AND WHEREAS the Allottee on confirmation of accepting all the conditions of sanctioned plans by MHADA / MCGM, has further stated that if any conditions that have been imposed on the said Building which are contrary to the prevalent laws/ rules/ regulations under which sanctioned plans have been given shall not be binding on the Allottee and that the Allottee shall not hold the Promoter responsible for the such contrary conditions.

AND WHEREAS the Allottee has been shown the conditions of contracts with the vendors/ contractors/ manufacturers and workmanship and quality stands of products/fittings and fixtures as agreed between promoter and the vendors and on

independently verifying the same the Allottee has now agreed to the same as conditions mentioned in these contracts and that the Allottee agrees to abide by the same failure of which shall absolve the promoter to that extent.

AND WHEREAS relying upon the aforesaid application, the Promoter has agreed to allot and sell to the Allottee, the said Apartment at the price and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing.

AND WHEREAS the carpet area of the said **1 / 2 BHK** Apartment is _____ **Sq. Ft.** excluding the area covered by the external walls, but includes the area covered by the internal partition walls of the apartment (as per MAHARERA Norms).

AND WHEREAS, the Allottee/s prior to execution of these presents has paid to the Promoter a sum of **Rs.** _____ **/- (Rupees _____ only)**, being part payment of the sale price of the Apartment agreed to be sold by the Promoter to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s has agreed to pay the balance sale consideration amount of **Rs.** _____ **/- (Rupees _____ Only)** of the Apartment in the manner hereinafter appearing.

Whatever our sales representative has explained to allottee, while finalizing this deal, the same have been covered in this sale agreement and allottee is satisfied with the same.

AND WHEREAS the Promoter in compliance of section 13(1) of the Real Estate (Regulation and Development) Act, 2016 is required to execute a written Agreement for sale of the said Apartment in favour of the Allottee/s, being in fact these presents and also to register said Agreement for sale under the Registration Act, 1908, the parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence this presents.

AND WHEREAS the Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein; The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the said project.

NOW THEREFORE THIS AGREEMENT WITNESSTH AND IT IS HEREBY AGREED MUTUALLY BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

1. The Promoter shall construct New Building (NB) on the said Property. This agreement relates to **Building No. 82**, known as **“Kannamwar Nagar Shree Krishna Co-Op. Housing Society Ltd”** comprising of Ground + Stilt + part parking + commercial and 1st Floor Commercial + 21 upper Residential floors, One Building having Two wings on the said land in accordance with the building plans, designs & specifications as approved & sanctioned by the MHADA / Municipal Corporation of Greater Mumbai with only such variations and modifications as the MCGM / MHADA or the Promoter may deem fit and the Allottee hereby consents to the same. The Promoter shall, however be entitled to make any variations, alterations or amendments in the said plans or specifications of the NB/and /or layout plans if decided by the Promoter or if required to be made for the purpose of meeting any requisition, objection or requirement of the MCGM / MHADA and/or the concerned Authorities. The Allottee shall not object to the aforesaid amendments or alterations and hereby grants irrevocable consent to the same. PROVIDED THAT if such variations or modifications does not adversely affect the area of the Apartment agreed to be purchased by the Allottee, except any alteration or addition required by any Government authorities or due to change in law.
- 1 (a) (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agree to sell to the Allottee Apartment No. _____ in the **Wing “_____”**, on the _____ floor in the Building No. **82**, known as **“Kannamwar Nagar Shree Krishna Co-Op. Housing Society Ltd”**, (hereinafter referred to as ‘the New Building and/or NB’) of having carpet area of _____ sq. ft. (as per MAHARERA Norms) and bounded by red colour boundary line on the floor plan hereto annexed and marked as **Annexure ‘D’** (hereinafter referred to as “the said Apartment) for the consideration of **Rs. _____ /-(Rupees _____ Lakh only)** including the proportionate price of the common areas and facilities appurtenant to the Apartment, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.
- 1 (a) (ii) The purchaser here by confirms and agrees that since he / they have not been allotted or sold any car parking space under stilt area or in open compound area of the building, he / they will not claim any parking slot. Until and unless it is specifically allotted to him / them in writing

- 1 (b) The total aggregate consideration amount for the Apartment Excluding any parking spaces is thus **Rs.** _____/-(**Rupees** _____ **Lakh only**).
- 1(c) The Allottee has paid on or before execution of this agreement a sum of **Rs.** _____/- (**Rupees** _____ **only**), as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of purchase consideration of **Rs.** _____/- (**Rupees** _____ **Only**), following manner :-
- 1.(c)(i) Amount of **Rs.** _____/-(**Rupees** _____ **only**) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.
- 1.(c)(ii) Amount of **Rs.** _____/-(**Rupees** _____ **only**) (not exceeding 45% of the total consideration) to be paid to the Promoter within 7 days on completion of the Plinth of the building or wing in which the said Apartment is located.
- 1.(c)(iii) Amount of **Rs.** _____/-(**Rupees** _____ **only**) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs and stilts of the building or wing in which the said Apartment is located. This amount is to be paid proportionally within 7 days on completion of each slab, till the last slab.
- 1.(c)(vi) Amount of **Rs.** _____/-(**Rupees** _____ **only**) (not exceeding 75% of the total consideration) to be paid to the Promoter within 7 days on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- 1.(c)(v) Amount of **Rs.** _____/-(**Rupees** _____ **only**) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Apartment within 7 days of such demand.
- 1.(c)(vi) Amount of **Rs.** _____/-(**Rupees** _____ **only**) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located within 7 days of such demand.

- 1.(c)(vii) Amount of **Rs.** _____ **/-(Rupees** _____ **only)** (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located within 7 days such demand.
- 1.(c)(viii) Balance Amount of **Rs.** _____ **/-(Rupees** _____ **only)** against and at the time of handing over of the possession of the Apartment to the Allottee.
- 1 (d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess, GST or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment
- 1 (e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority/Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1 (f) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupation certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these

monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a)(i) of this Agreement.

- 1 (g) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in their sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 1 (h) It is expressly agreed and undertaken by the Allottee that in case he desires to obtain / borrow housing loan from any financial institution / Bank / Organization / Employer by offering as security said Apartment allotted to him under these presents, the payment of such loan shall be made directly in the name of the Promoter. The repayment of such loans, interest and other charges on such loan shall be the sole responsibility of the Allottee availing such loan. However, on non-payment of such loan by the Allottee, the recourse available to such creditor would be only to such Apartment allotted.
- 2(i). The Promoter hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupation or completion certificates in respect of the said Building in which the said Apartment is located.
- 2(ii). Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupation certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1(c) herein above ("Payment Plan").
- 2(iii). The Allottee has prior to the execution of this agreement satisfied himself with the title of the said Owners to the said property including the Agreements and other documents referred to hereinabove and the Allottee hereby agrees & confirms that he shall not be entitled to further investigate the title of the said Owners and the Promoter's right of development of the said property and no requisition or objection shall be raised by the Allottee on any matter relating thereto or howsoever in connection therewith. Further, prior to the execution of these presents, the

Promoter had given the Allottee an express notice of the rights reserved and retained by the Promoter for themselves as well as for their nominees and assigns.

- 2(iv). While sanctioning the said plans, concerned local authority has laid down certain terms, conditions stipulations and restrictions which are to be observed and performed by the Promoter while developing the said property and the said building and upon due observance and performance of which only the completion or Occupation Certificates in respect of the said building shall be granted by the concerned local authority.
3. The Promoter hereby declares that the Floor Space Index (FSI) available as on date in respect of the said Property is 3.00 Plot F.S.I. However since the said Property falls under the Kannamwar Nagar MHADA Layout, as per Govt. of Maharashtra's GR /MHADA guidelines dated 3.07.2017 under revised Regulation No. 33 (5), the total FSI available on such Layout will be 3.00 Plot F.S.I. + Pro-rata FSI and Fungible F.S.I. available, which has been sanctioned by the MHADA / MCGM authorities and Promoter has planned to utilize such total Floor Space Index to be made available by MHADA and M.C.G.M. fungible F.S.I. from time to time. The Promoter has disclosed the Floor Space Index as described hereinbefore as proposed to be utilized by him on the said Property in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
- 4(i). If the Promoter fail to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest @10% P.A. as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest@10% P.A. as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.
- 4(ii). Without prejudice to the right of Promoter to charge interest in terms of sub clause 4(i) above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of

installments, the Promoter shall be entitled at his own option, to terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and e-mail at the e-mail address provided by the Allottee, 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. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter, within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5. The list of fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particulars like brand or price range (if unbranded) to be provided by the Promoter in the said Apartment as well as to the entire nature, extent and description of the specifications & amenity facilities are set out in **Annexure - 'E'** hereto. However, the Allottee agrees that the Promoter have the right to change the fixtures, fittings and amenities to be provided in the circumstances wherein there is an uncertainty about the availability of fixtures, fittings or amenities or the materials required to be provided either in terms of quantity and quality and/or delivery and/or for any other reason beyond the control of the Promoter. In such circumstances, the Promoter shall substitute the fixtures, fittings and amenities without any approval of the Allottee in as much similar specification and/or quality as may be available and required during the stage/time of the construction in order to enable the Promoter to offer the possession of the said Apartment on stipulated date and/or for any other reason whatsoever.
6. The Promoter shall give possession of the Apartment to the Allottee on or before 31st December 2023 If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4(i) herein above from the

date the Promoter received the sum till the date the amounts and interest thereon is repaid,

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of the said Building in which the Apartment is located is delayed on account of -

- (i) War, civil commotion or act of God ;
- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority.
- (iii) Non-availability of building materials.

7. **Procedure for taking possession –**

- 7(i). The Promoter, upon obtaining the occupation certificate or completion certificate from the competent authority / Architect and the payment made by the Allottee as per the Agreement, shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Apartment / Plot to the Allottee. The Promoter agree and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottee/s, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the Completion certificate of the Project from appointed Architect. The maintenance charges will start from the 15th day of intimation letter for possession.
- 7(ii). The Allottee shall take possession of the Apartment within 15 days of the Promoter giving written notice to the Allottee intimating that the said Apartments ready for use and occupation. However, it is expressly agreed that the possession of the said Apartment will be handed over by the Promoter to the Allottee, provided the Promoter have received the full purchase price of the said Apartment under these presents strictly as per time Schedule and provided the construction by the Promoter are not delayed on account of non-availability of steel, cement and other building materials, and grant of necessary services such as water, electricity, drainage etc. and any act of god, civil commotion, riots, war, or any notice, order, rule, notification of the government and/or other public body and/or competent Authority has disturbed the construction schedule of the Promoter.

- 7(iii). **Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the Promoter as per clause 7(i) the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7(i) such Allottee shall continue to be liable to pay maintenance charges as applicable.
- 7(iv). If within a period of one year from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.
8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. The Allottee shall use the parking space if it has been allotted to him, only for purpose of keeping or parking a vehicle.
9. The Allottee is aware that, this is a redevelopment Project and therefore, the Co-operative Housing Society by the name **“Kannamwar Nagar Shree Krishna Co-Op. Housing Society Ltd”** has already been formed and registered in the year **13th Feb. 2004** by the existing Members. The Allottee therefore, along with the existing Members and other Allottee/s of Apartments in the building shall join as a Member of the said Society and sign & execute the application for membership and the other papers and documents necessary for his membership and for becoming a member, including the bye-laws of the said Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to complete the procedure regarding the same. The Promoter shall if necessary become member of the said society in respect of their right and benefits conferred /reserved herein in respect of unsold Apartments or otherwise. If the Promoter transfer, assign and dispose-off such rights and benefits at any time to anybody, the assignee, transferee and/or the buyers thereof shall become the members of the said society in respect of the said rights and benefits. The Allottee herein and the said society will not have any objection to admit such assignees or transferees as members of the said society.

- 9(i). The Promoter shall, within **three** months of the obtainment of the Occupation Certificate issued by MHADA / MCGM and/or the completion certificate from appointed Architect of the redevelopment of the said Property whichever is later, cause to be transferred to the society all the right, title and the interest of the Promoter in the said structure of the Building in which the said Apartment is situated and also handover the management of the said Society to the Managing Committee of the said Society.
- 9(ii). Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupation, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the said property and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property and building/s. Until the said structure of the building/s or wings is transferred to the Managing Committee of the said Society, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined, the Allottee shall pay to the Promoter provisional monthly contribution of **Rs. _____/-** per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the Promoter handover the management of the said Society to the Managing Committee of the said Society.
10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:-
- 10(i). Rs. _____/- for share money, application entrance fee of the Society/s. (As applicable according to the society's bylaws)
- 10(ii). Rs. _____/- for formation and registration of the Society/s if applicable. (As applicable according to the society's bylaws)
- 10(iii). **Rs. _____/-** for proportionate share of Property taxes and Development charges/levies / labourcess etc.
- 10(iv). **Rs. _____/-** for deposit/charges towards provisional monthly contribution towards outgoings such as insurance, common lights, repairs and salaries of clerks, chowkidars, sweepers, and all other expenses necessary and incidental to the management and maintenance

of the said property and the said buildings of Society/s for a period of 2 years.

- 10(v). Rs._____-/- For Deposit/charges towards Water, Electric, and other utility and services (solar & rain water harvesting) connection charges & Rs._____-/- for deposits/charges of electrical receiving Sub- Station. (applicable if any)
11. The Allottee shall pay to the Promoter a sum of Rs. ____/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease. (applicable if any)
12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall along with other prospective Allottee/s of Apartments on pro-rata basis pay to the Promoter, all costs, charges, expenses by way of stamp duty and Registration Fee and all other expenses whatsoever in respect thereof, payable, by the said Society on such conveyance or lease or any document or instrument of transfer in respect of the structure of the New Building.
13. The Promoter hereby represents and warrants to the Allottee as follows:
- 13(i). The Promoter has clear and marketable title with respect to the said property; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said property and also has actual, physical and legal possession of the said property for the implementation of the Project;
- 13(ii). The Promoter 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 to complete the development of the project;
- 13(iii). There are no encumbrances upon the said property or the Project except those disclosed in the title report;
- 13(iv). There are no litigation spending before any Court of law with respect to the said property or Project except those disclosed in the title report;
- 13(v). All approvals, licenses and permits issued by the competent authorities with respect to the Project, said property and said building / wing 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, said property and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said property, Building and common areas;

- 13(vi). The Promoter 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 Allottee created herein, may prejudicially be affected;
- 13(vii). The Promoter has 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 said Property, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- 13(viii). The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- 13(ix). At the time of execution of the conveyance deed of the structure to the association of Allottee, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee;
- 13(x). The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other out goings, whatsoever, payable with respect to the said project to the competent Authorities;
- 13(xi). 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 Promoter in respect of the said property and/or the Project except those disclosed in the title report.

14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever is hands the Apartment may come, hereby covenants with the Promoter as follows :-
- 14(i). To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- 14(ii) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- 14(iii). To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- 14(iv). Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and

condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

- 14(v). Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- 14(vi). Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said Property and the building in which the Apartment is situated.
- 14(vii). As per MCGM norms the Dry and Wet Garbage shall be separated and wet garbage generated in the building shall be treated separately on the same plot by the residents, occupants and new flat Purchaser of the building.
- 14(viii). Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit/charges demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- 14(ix). To bear and pay increase in local taxes, Water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee to any purposes other than for purpose for which it is sold.
- 14(x). The Allottee shall use the said Apartment or any part thereof or permit the same to be used only for the purpose for which it is meant and for no other purpose what so ever. Further, the Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- 14(xi). The Allottee shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and

maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the said Society regarding the occupation and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

- 14(xii). Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society or the management of the new building is handed over to the said Society and/or the Management Committee, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- 14(xiii). At no time, demand partition of his interest in the said building and/or said property, it being hereby agreed and declared by the Allottee that his such interest in the said Apartment is impart able.
- 14(xiv). The Allottee hereby expressly agrees and covenants with the Promoter that in the event of all Floors of the said proposed building on the said property being not ready for occupation simultaneously and in the event of the Promoter offering license to enter upon the said Apartment to the Allottee/s earlier than completion of all the floors and wings on the said property then and in that event the Allottee has no objection to the Promoter completing the construction of the balance Floor/s or building on the said property without any interference or objection by the Allottee. The Allottee further confirms that he shall not object to construction of the balance floor/s or building, wing/s or part/s thereof by the Promoter on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Promoter shall be entitled to either by themselves or through their nominee, construct and complete the said floor or floors or wing/s or building/s on the said property as they may desire in their absolute discretion without any interference or objection or dispute by the Allottee.
- 15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or

association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. It is expressly agreed that nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and the Promoter have right to use and enjoy at all times the facilities like all compulsory open spaces, internal common roads, pathways, garden, recreation ground and facilities, playing equipments, open space, storm water drainage, common areas and facility, limited common area and facility, sewerage lines, water courses, electricity-cables, electrical substations, telephone cables, under-ground and overhead water tanks, Water pipe line, pump rooms auxiliary tank, common lighting, dish antenna, common antenna, cable video, meter rooms, servants common toilets, lifts, society office room, stilt in the Compound, Lift Machine Room and all such facilities finally that may be provided by the Promoter until the said structure of the building is transferred to the Society.
17. After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.
18. Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

19. This Agreement, along with its schedules, 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 Apartment /building, as the case maybe.
20. This Agreement may only be amended through written consent of the Parties.
21. It is clearly understood and so agreed by and between the Parties here to that all the provisions contained herein and the obligations arising here under in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.
22. If any provision of this Agreement shall be determined to be void or unenforceable under the said Act or the Rules and Regulations made there under or under any other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Actor the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
23. Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.
24. 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.
25. The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be

registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.

26. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
27. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee :- _____

Residential Address :- _____.

Notified Email ID :- _____

Contact No. of Allottee :- _____

Promoter name :- **M/s. Adityaraj Builders and Promoters**

Office Address :- **101 and 102, Purnima Pride, Building No. 03, Tagore Nagar, Vikhroli (E), Mumbai – 400083.**

Notified Email ID :- adityarajgroup@hotmail.com

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case maybe.

28. That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.
29. The Allottee shall bear the stamp duty and registration charges payable on this agreement. All costs, charges, and expenses in connection with preparing and engrossing the lease &/or conveyance, stamp duty and registration charges thereof and all other agreements, assignment deeds, transfer deeds or any

other document/s including this Agreement, required to be executed by the Promoter as well as the entire professional costs of the attorneys-at-law of the Promoter in preparing and approving all such documents shall be borne and paid by the society or proportionately by all the Apartment Allottees on demand in the said Building. The Allottee shall indemnify the Promoter against any claim from the stamp authorities or others concerned authority in respect of the said stamp duty to the extent of the loss or damage that may be suffered by the Promoter.

30. Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the RERA authority as per the provisions of the Real Estate (Regulation & Development) Act, 2016, Rules & regulations framed there under.
31. 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 and the Mumbai Courts will have the jurisdiction for this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT PIECE AND PARCEL OF LAND admeasuring **1111.88** Sq. Mtrs., or thereabout, lying, being & situate at Survey No. 113 (Pt) and City Survey No. 356 (part) Building No. 82 popularly known as “Kannamwar Nagar Shree Krishna Co-Op. Housing Society Ltd,” at Building No.82, Kannamwar Nagar, Vikhroli (East), Mumbai – 400083, Survey No. 113 (Part), City Survey No. 356 (Part), in the Registration Sub-District of Kurla, Mumbai Suburban District, and bounded as follows:

ON OR TOWARDS THE NORTH	: Existing Wide Road
ON OR TOWARDS THE SOUTH	: Building No.83
ON OR TOWARDS THE EAST	: 12.20 Mt. Wide Road.
ON OR TOWARDS THE WEST	: Building No.107

THE SECOND SCHEDULE ABOVE REFERRED TO:

Nature, extent and description of common areas and facilities

SIGNED AND DELIVERED by the _____ }
 _____ }
 _____ }

Within named **"PROMOTER"** }

M/S. Adityaraj Builders and Promoters }

PAN NO : ABLFA9725G

Through it's Partner }

Mr. ROCKY R. KHUSHALANI }

in the presence of }

1) _____

2) _____

SIGNED AND DELIVERED by the _____ }

Within named the **“ALLOTTEE/S”** }

_____ }
[Pan No. _____]

_____ }
[Pan No. _____]

in the presence of }

1) _____

2) _____

SCHEDULE 'A'

ALL THAT PIECE AND PARCEL of Apartment being **Flat No. ____ in the Wing “__”** admeasuring ____ **Sq. ft.** Carpet area equivalent to ____ **Sq. Mts**, on ____ Floor, Ground + Stilt + part parking + commercial and 1st Floor Commercial + 21 upper Residential floors, One Building having Two wings known as **“Kannamwar Nagar Shree Krishna Co-Op. Housing Society Ltd.”** constructed /to be constructed on the said Land described in the First Schedule hereinabove.

ANNEXURE –	A	Title Report
ANNEXURE –	B	Property Card
ANNEXURE –	C	Layout plan
ANNEXURE –	D	Sanctioned floor plan
ANNEXURE –	E	Specifications & Amenities
ANNEXURE –	F	RERA CERTIFICATE

R E C E I P T

RECEIVED from the within named _____ and _____, a sum of **Rs. _____/- (Rupees _____ only)**, being **the Part consideration amount paid by her/his/them to us till date.**

WITNESSES:

WE SAY RECEIVED.

Rs. _____/-

1] _____

For **M/s. ADITYARAJ REALTY**

2] _____

(Partner)