

## **AGREEMENT FOR SALE**

THIS AGREEMENT FOR SALE ("Agreement") is executed at Mumbai on this  
\_\_\_\_ day of \_\_\_\_\_, 2025

BY AND BETWEEN

**M/S. ADITYARAJ INFINITY DEVELOPERS**, a Partnership firm registered under the Indian Partnership Act, 1932, with the registrar of Firms, Mumbai, having PAN NO. ACCFA1640G., and having its Registered Office Shop no 2, Ground Floor, Purnima Pride, Building No. 03, Tagore Nagar, Vikhroli (E), Mumbai – 400 083,(Maharashtra), herein acting through its partner **Mr. Rocky R Khushalani & Mr. Manish J Doulhani**, hereinafter called the "**Promoter**", (which expression shall, unless it be repugnant to the subject or context thereof, be deemed to mean and include their partner or partners for the time being constituting the said firm, the survivor of survivors of them and the heirs, executors, administrators of the last surviving partner and his or their assigns) of the **ONE PART**;

AND

\_\_\_\_\_, Holder of Income Tax Permanent Account No. \_\_\_\_\_, as well as Holder of Unique Identification Authority of India AADHAR CARD NO. \_\_\_\_\_, Adult, Aged about \_\_\_\_ years, all Indian Inhabitant(s), presently residing at \_\_\_\_\_  
----- hereinafter referred to as the "**Purchaser**", (which expression shall unless it be repugnant to the context or meaning thereof mean and be deemed to include their respective heirs, executors, administrators and permitted assigns) of the **OTHER PART**.

The "Promoter" and "Purchaser" are hereinafter collectively referred to as the "Parties" or individually as a "Party."

**WHEREAS:**

- A. Prior to December 1977, the Maharashtra Housing Board (formerly the Bombay Housing Board [B. H. B.]) a statutory body duly constituted under the Maharashtra Housing Board Act. 1948 (BOM.LXIX of 1948) (hereinafter referred to as "the Board") was the owner of, and or well and sufficiently entitled to a large tract of land situate at Vikhroli (east).
- B. The said Maharashtra Housing Board stood dissolved pursuant to the constitution of the Maharashtra Housing and Area Development Authority a statutory corporation constituted under the Maharashtra Housing and Area Development Act, 1976 (Maharashtra XXVIII of 1977) (hereinafter referred to as "MHADA Act/said Act") having its office at Griha Nirman Bhavan, Kalanagar, Bandra (East), Mumbai – 400 051 (hereinafter referred to "MHADA" or "the said Authority"), duly constituted with effect from the 5th day of December, 1977 under Government Notification No. ARD-1077 (1)/desk - 44, dated 5th December, 1977, of the Public Works and Housing Department, Government of Maharashtra, by operation of Section 15 of the MHADA Act.
- C. Under clauses (a) and (b) of Section 189 of the said Act, all the property rights, liabilities and obligations of the said dissolved Board including those arising under any agreement or contract have become the property, rights, liabilities and obligations of the said Authority.

D. The Board was, inter alia, possessed of or otherwise well and sufficiently entitled to a piece or parcel of land bearing Survey No. 113 (part), City Survey No.356 (part), the plot area of building no. 219 as per lease deed is 1222.96 Sq. Mtrs. and the plot area as per site measurement is 1182.31 Sq. Mtrs. and plot area as per approved layout is about 1109.94 Sq. Mtrs. along with any available tit bit land attached with the Society's building at Kannamwar Nagar-II, Vikhroli (East), Mumbai - 400083 in the Revenue and Registration District of Mumbai Suburban District and more particularly described in the First Schedule hereinafter written (hereinafter referred to as "the said land").

E. The said land became the property of the said Authority and all rights, liabilities and obligations of the Board as aforesaid in relation to the said land have become the rights, liabilities and obligation of the said Authority.

F. The Government of India formulated a Housing Scheme (hereinafter referred to as "the said scheme") for the construction and allotment of tenements on outright purchase basis. The Board had in pursuance of the said scheme built, inter alia, building bearing Nos. 219 on the said land, as provided in the said scheme. The said building is more particularly described in the First Schedule hereunder and are hereinafter collectively referred to as "then Existing Building/Old Building"

G. The said Authority as the successor of the said Board was the owner of and / or otherwise well and sufficiently entitled to the said Old Building and the said Old Building was the absolute property of the said Authority.

H. Previously, four buildings (198 & 219 in Kannamwar Nagar, Vikhroli, and 9 & 10 in Shell Colony, Chembur) were having the name of BAHUJAN SEVA CO-OPERATIVE HOUSING SOCIETY LIMITED. Thereafter particularly on the society's request the MHADA issued separate lease and sale deeds in the year 1977, to each of these four buildings under the name of the " BAHUJAN SEVA CO-OPERATIVE HOUSING SOCIETY LIMITED," including Building No. 219.

I. Further pursuant thereto and as per information and records found by and under instrument titled as Lease deed that the said Authority (therein referred

to as the "Lessor") by an Indenture of Lease dated 24<sup>th</sup> August 1977 registered with the Sub-Registrar under Sr. No. BBJ/1401/1977, having Survey No. 113 (part), City Survey No. 356 (part) (hereinafter referred to as "the said Lease"), granted lease in respect of the said land at Building No.219, Kannamwar Nagar, Village Hariyali Vikhroli (East), Mumbai, in favour of the then old society (therein referred to as "Lessee"), for a term of 99 years, at the yearly Lease rent as mentioned therein on the terms and conditions, more particularly set out in the said Lease and the said Indenture of Lease will be renewed for such further period and on such terms and conditions as the authority may deem fit.

- J. Simultaneously with execution of the aforesaid Indenture of Deed of Sale dated 24<sup>th</sup> August 1977, which was executed between the said Authority (therein referred to as the "vendor") and the then old society (therein referred to as the "Purchaser"), duly registered with the Sub-Registrar, under Serial No. BBJ/1403/1977, whereby the said Authority sold, transferred and conveyed to the Society, then Existing Buildings for consideration and on the terms and conditions set out therein.
- K. In 2006, the four buildings had applied to Deputy Registrar of Co-operative Society, MHADA, to separate from the original "BAHUJAN SEVA CO-OPERATIVE HOUSING SOCIETY LIMITED." and formation of new independent co-operative housing societies. The Deputy Registrar of Co-operative Society, MHADA, issued a primary order on April 13, 2007, cancelling the old society's registration, followed by a final order on August 7, 2009, approving the formation of new, independent societies for each building.
- L. Consequently, on July 22, 2010, the members of Building No. 219 formed and registered their own co-operative housing society, "KANNAMWAR NAGAR MAN. DADASAHEB RUPAVATE CO-OPERATIVE HOUSING SOCIETY LTD.," adhering to the MCS Act and having its registration number MUM/MHADB/HSG/(TC)/12916/year 2010-2011 Dated 22.07.2010 having registered office at Building No. 219, Kannamwar Nagar-II, Vikhroli (East), Mumbai – 400 083 situated at Survey No. 113 (Part), City Survey No. 356 (part)

(hereinafter referred to as “the Society”). A copy of the New Registration certificate of the Society is annexed hereto.

M. In the premises aforesaid the Society became absolute owner of Building No. 219 and a Lessee under the said Lease in respect of the said Land bearing Survey No. 113 (part), City Survey No. 356 (part), admeasuring 1222.96 square meters Lease area along with any available tit bit land attached to the Society’s building at Kannamwar Nagar-II, Village Hariyali, Vikhroli (East), Mumbai – 400 083. The said society comprising of 40 tenements in the said building were allotted to the members of the Society (the said Land together with the said building are hereinafter collectively referred to as the “said Property”).

N. Building no. 219 was about 50 years old and during the passage of time became old, dilapidated and dangerous condition and it is not possible or feasible to carry out any repairing and/or renovation. The building/standing structures was beyond repairs and maintenance and is required to be demolished and in place a new building to be constructed. Thereafter considering all the factors, facts, matters and situation of the said constructed building they have come to the conclusion that it is advisable to reconstruct the said old building and accordingly the said Society with the consent and concurrence of all its members/shareholders were desirous of carrying out redevelopment and reconstruction of the said building through the experience promoters/developers by obtaining all the requisite permission and approvals of MHADA and other authority concerned as per the provisions of the Development Control Regulations 2034 (DCPR Regulations) by utilizing the maximum available F.S.I. in accordance with regulation 33(5) and thereby they have invited offers for redevelopment of the said Property.

O. After negotiations, meetings and discussions held by and between the Society and Promoter, the Society, in pursuance of the resolutions passed at Extra Ordinary General Body Meeting dated 14<sup>th</sup> April 2024, appointed the Promoter **M/S. Adityaraj Infinity Developers**, as developer for redevelopment of the said Property and execution of the said project, by demolition of the said building and construction of new building on the said land upon the agreed terms and conditions contained therein.

P. By and under the Development Agreement dated 09<sup>th</sup> Feb. 2025 made and executed between the Society viz. "Kannamwar Nagar Man. Dadasaheb Rupavate Co-Operative Housing Society Ltd." and M/s. Adityaraj Infinity Developers (Promoter herein) as the Developer along with the 40 members of the said society, which is duly registered with Sub Registrar of assurance at Kurla-2 Under Sr. No. KRL 2 - 2806 - 2025 (hereinafter referred to as "the Development Agreement"), through this deed said Society granted development rights in respect of the said Property to and in favour of the promoter for the consideration and on the terms and conditions mentioned therein the Development Agreement and also have executed Power of Attorney dated 09th Feb. 2025 in favour of the Promoter and its partners which is registered with Sub Registrar, Kurla- 2 under serial No. KRL-2-2807-2025 to enable the Promoter to take necessary steps for redevelopment of the said property (hereinafter referred to as the Power of Attorney").

Q. As set out in the Development Agreement, the Promoter shall allot One flat of 2 BHK having area of 685 square feet Carpet area as per MAHARERA norms, to each 40 members of the said society in the new building to be constructed on the said land and the Promoter is free to sell the remaining Flats with or without parking areas in the said new building (hereinafter referred to as "Promoter Allocated Area") by utilizing maximum permissible floor space index (FSI) including fungible/additional FSI and/or by loading Transferrable Development Rights (TDR) for construction of the new building on the said land.

R. Accordingly, in pursuance of the Development Agreement, the Promoter herein viz. M/S. ADITYARAJ INFINITY DEVELOPERS has development rights in the said Property on the terms and conditions contained in the Development Agreement.

S. The Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

T. The Promoter has proposed to construct on the project land (here specify number of buildings and wings thereof) ..... having \_\_\_\_\_ (here specify number of Basements,/podiums/stilt and upper floors)

U. A copy each of the Title Certificate issued by the Advocate of the Promoter and the Property Card in respect of the said Property is annexed hereto and marked as Annexure “\_\_” and “\_\_” respectively.

V. Pursuant to the Development Agreement, the Promoter has obtained from MHADA the Intimation of Approval (IOA) bearing No. MH / EE / BP Cell / GM / MHADA - 9 / 2176 / 2025 / IOA / 1 / NEW dated 08th April 2025, Commencement Certificate (CC) bearing No. MH / EE / (BP) / GM / MHADA - 9 / 2176 / 2025 / CC / 1 / NEW dated 12th June 2025, for redevelopment of the said building and construction of new building on the said land up to plinth level. A copy each of IOA, CC, is annexed hereto and marked as Annexure “\_\_”, and “\_\_” respectively.

W. The Promoter has entered into standard agreement with Architect viz. Mr. Ankit M. Makani of Ankit Makani Architects (“Architect”), an Architect Firm duly registered with the Council of Architects, for Architectural work concerning development of the Property including preparation of the layout and construction plans of the new building and further entered into standard agreement with Structural Engineer viz. Mr. Vikas Gokhale of M/s Associated Consultants (“Structural Engineer”) for preparation of structural designs and drawings of the new building and the Promoter has accepted the professional supervision of Architect and Structural Engineer till the completion of the new building, subject to the reservation of rights and authority by the Promoter to change the Architect and/or Structural Engineer, as the case may be, and to appoint new Architect or Structural Engineer for completion of the new building.

X. The Promoter has obtained the requisite sanctions/approvals from MHADA for the plans, specifications, elevations and sections of the new building/s to be constructed on the said land and shall obtain the balance approvals from various authorities from time to time.

Y. While sanctioning the said plans MHADA and/or the 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 upon the observance and performance of which only the completion or occupation certificate in respect of the new building shall be granted by MHADA/concerned local authority;

Z. Accordingly, the Developer has commenced construction of the new building on the said land as per plans and specifications sanctioned by MHADA and completed the construction up to \_\_\_\_\_.

AA. AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment No. .... on .....floor in wing situated in the building No. being constructed in the phase of the said Project,

BB. AND WHEREAS the carpet area of the said Apartment is \_\_\_\_\_ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

CC. By virtue of the development agreement/Power of Attorney the Promoter has sole and exclusive rights to sell the Apartments/Flats in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the Purchaser/s of the said Apartments to receive the sale consideration in respect thereof.

DD. The Developer has registered the project under the provisions of the Real Estate Regulatory Authority with the Maharashtra Real Estate Regulatory Authority (Maha RERA) vide registration No. \_\_\_\_\_, authenticated copy is attached in Annexure “\_”.

(MCGM Assessment Number / SAC NO - \_\_\_\_\_)

EE. On demand from the Purchaser/s, the Developer has given inspection to the Purchaser/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Developer's Architects Mr. Ankit M. Makani of Ankit Makani Architects ("Architect"), and of such other documents as are specified under the Real Estate (Regulation and

Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

FF. The authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Purchaser/s, as sanctioned and approved by the local authority have been annexed and marked as Annexure "\_\_\_".

GG. The Purchaser being desirous of purchasing an Residential/Commercial apartment in the new building and accordingly have applied to the Developer for allotment of an Apartment being flat/shop/office No. \_\_\_ on \_\_\_ floor situated in the KANNAMWAR NAGAR MAN. DADASAHEB RUPAVATE CO-OPERATIVE HOUSING SOCIETY LTD., being constructed on the said land. The Purchaser has carried out independent search and satisfied himself/herself/themselves regarding the marketable title and rights and authorities of the Promoter herein to develop the said Property and being so satisfied, has offered to purchase and the Promoter has agreed to sell to the Purchaser, the Residential/commercial Apartment bearing Flat/Shop/Office No. \_\_\_, on the \_\_\_ Floor of the new building called \_\_\_\_\_ (Project name- \_\_\_\_\_), which forms part of the Promoter Allocated Area and is more particularly described in the Second Schedule hereunder written, forming (hereinafter referred to as the "Apartment/Flat/Shop/Unit").

HH. 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;

II. The Purchaser has taken inspection of the approved building plans sanctioned by MHADA for construction of the new building. The floor plan, showing the said Apartment in cross lines, is annexed hereto and marked as Annexure "\_\_\_".

JJ. The Purchaser is aware of the fact that the Promoter herein has entered or will enter into similar or separate agreements with several other purchasers of the other flats/apartment/s forming part of the Promoter Allocated Area in the new building.

KK. Under Section 13 of the Real Estate (Regulation and Development) Act, 2016 read with Rule 10 of Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of estate agents, rates of interest and disclosures on website) Rules, 2017, the Promoter is required to execute the written Agreement for sale of the Apartment to the Purchaser, being these presents and to present the same for registration under the provisions of Indian Registration Act, 1908.

LL. The Purchaser on going through and accepting all the conditions of sanctioned plans and other sanctions/approvals, has agreed to purchase the said Commercial/Residential Apartment being Flat/Shop/Office No. \_\_\_\_ for the consideration and on the terms and conditions herein contained. All such conditions shall be binding on the Purchaser.

MM. Prior to the execution of these presents the Purchaser/s has paid to the Promoter a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), being part payment of the sale consideration of the Commercial/Residential Apartment being Flat/Shop/Office No. \_\_\_\_ agreed to be sold by the Promoter to the Purchaser/s as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Purchaser/s has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

NN. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties herein, the Developer hereby agrees to sell and the Purchaser/s hereby agrees to purchase the Commercial/Residential Apartment being Flat/Shop/Office. \_\_\_\_ and the Stilt/Mechanical/Tower Car parking (if applicable).

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

**1. PROMOTER TO CONSTRUCT THE BUILDING AND PURCHASER TO PURCHASE THE RESIDENTIAL/COMMERCIAL APARTMENT**

1.1 The Promoter shall construct the new building proposed to be named as “ADITYARAJ PAVILION”, Society Formed as “KANNAMWAR NAGAR MAN.

DADASAHEB RUPAVATE CO-OPERATIVE HOUSING SOCIETY LTD.” (hereinafter referred to as the “Building”), or such other name as the Promoter in its sole discretion may decide, on the said land, more particularly described in the First Schedule hereunder written, consisting of ground floor as part Mechanical stack parking or Tower Parking and Part commercial, also 1st floor may be commercial and maximum upper possible residential floors, having one/ two or more possible wings and having any no. of flats per floor / per wing, on the land forming part of the said Property in accordance with the plans, designs and specifications approved/to be approved by MHADA and/or other concerned local authorities from time to time and as amended from time to time as the MCGM / MHADA or the Promoter may deem fit and the Purchaser hereby consents to the same. The Promoter shall, however be entitled to make any variations, alterations or amendments in the said plans or specifications 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 MHADA and/or the concerned local authorities. The Purchaser shall not object to the aforesaid amendments or alterations and hereby grants consent to the same.

Provided that the Developer shall have to obtain prior consent in writing of the Purchaser/s in respect of variations or modifications which may adversely affect the Apartment of the purchaser/s except any alteration or addition required by any government authorities or due to change in law.

- 1.2 I) The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser Commercial/Residential Apartment of \_\_\_BHK bearing Flat/Shop/Office No. .... of RERA carpet area admeasuring ..... sq. meters on ..... floor of the Building and more particularly described in the Second Schedule hereunder written (hereinafter referred to as the “Apartment”) as shown in the Floor plan thereof hereto annexed and marked “Annexures “ \_\_\_ ” and \_\_\_ for the consideration of Rs. -----/- (Rupees ----- only) including Rs. ..... being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the

Second Schedule written hereinunder Out of such consideration amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) has been paid by the purchaser.

II) The Purchaser/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser/s Stilt/Tower parking/part mechanical stack parking spaces bearing Nos. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. ft. having \_\_\_\_\_ ft. length x \_\_\_\_\_ ft. breath x \_\_\_\_\_ ft. vertical clearance and situated at \_\_\_\_\_ being constructed in the layout for the consideration of Rs. \_\_\_\_\_/-. (If Applicable) or

III) The total aggregate consideration amount for the apartment/Flat /Shop/Unit including/Excluding Stilt/Tower Parking/Part Mechanical Stack Car parking spaces is thus Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only).

IV) The Purchaser hereby confirms and agrees that since he/she/they have not been allotted or sold any car parking space under Stilt/Tower Parking/Part Mechanical Stack Car parking spaces of the new building, he/she/they will not claim any parking slot until and unless it is specifically allotted to him /her/ them in writing. (In case car parking not sold)

1.3 The Purchaser/s has paid on or before execution of this agreement a sum of Rs...../- (Rupees.....only) (not exceeding 10% of the total consideration plus GST @ 5%) as advance payment or application fee and hereby agrees to pay to the Developer the balance amount of Rs..... (Rupees.....) and shall be deposited in RERA Designated Collection Bank Account, \_\_\_\_\_ Bank, \_\_\_\_\_ Branch having IFS Code \_\_\_\_\_ situated at \_\_\_\_\_. In addition to the above bank account, I/we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. \_\_\_\_\_ and \_\_\_\_\_ respectively.

Purchaser/s hereby agrees to pay to that Promoter the said balance amount in following manner:-

<b>Particulars</b>	<b>% of Total Price (+ 5% GST)</b>	<b>Amount (Rs.) For Total Price</b>	<b>Amount (Rs.) For GST (5%)</b>	<b>Amount (Rs) Inclusive of GST</b>
On Booking	10 %	-----/-	-----	-----

<b>Particulars</b>	<b>% of Total Price (+ 5% GST)</b>	<b>Amount (Rs.) For Total Price</b>	<b>Amount (Rs.) For GST (5%)</b>	<b>Amount (Rs) Inclusive of GST</b>
			-/-	/-
On or Before Execution of this Agreement	20 %	-----/-	-----/-	-----/-
On Completion of Plinth	15 %	-----/-	-----/-	-----/-
On Completion of 1 <sup>st</sup> Slab	1 %	-----/-	-----/-	-----/-
On Completion of 2 <sup>nd</sup> Slab	1 %	-----/-	-----/-	-----/-
On Completion of 3 <sup>rd</sup> Slab	1 %	-----/-	-----/-	-----/-
On Completion of 4 <sup>th</sup> Slab	1 %	-----/-	-----/-	-----/-
On Completion of 5 <sup>th</sup> Slab	1 %	-----/-	-----/-	-----/-
On Completion of 6 <sup>th</sup> Slab	1 %	-----/-	-----/-	-----/-
On Completion of 7 <sup>th</sup> Slab	1 %	-----/-	-----/-	-----/-
On Completion of 8 <sup>th</sup> Slab	1 %	-----/-	-----/-	-----/-
On Completion of 9 <sup>th</sup> Slab	1 %	-----/-	-----/-	-----/-
On Completion of 10 <sup>th</sup> Slab	1 %	-----/-	-----/-	-----/-
On Completion of 11 <sup>th</sup> Slab	2 %	-----/-	-----/-	-----/-
On Completion of 12 <sup>th</sup> Slab	1 %	-----/-	-----/-	-----/-
On Completion of 13 <sup>th</sup> Slab	1 %	-----/-	-----/-	-----/-
On Completion of 14 <sup>th</sup> Slab	1 %	-----/-	-----/-	-----/-
On Completion of 15 <sup>th</sup> Slab	1 %	-----/-	-----/-	-----/-
On Completion of 16 <sup>th</sup> Slab	1 %	-----/-	-----/-	-----/-
On Completion of 17 <sup>th</sup> Slab	1 %	-----/-	-----/-	-----/-
On Completion of 18 <sup>th</sup> Slab	1 %	-----/-	-----/-	-----/-
On Completion of 19 <sup>th</sup> Slab	1 %	-----/-	-----/-	-----/-
On Completion of 20 <sup>th</sup> Slab	1 %	-----/-	-----/-	-----/-
On Completion of 21 <sup>st</sup>	1 %	-----/-	-----/-	-----/-

<b>Particulars</b>	<b>% of Total Price (+ 5% GST)</b>	<b>Amount (Rs.) For Total Price</b>	<b>Amount (Rs.) For GST (5%)</b>	<b>Amount (Rs) Inclusive of GST</b>
Slab			-/-	/-
On Completion of 22 <sup>nd</sup> Slab	1 %	-----/-	-----/-	-----/-
On Completion of 23 <sup>rd</sup> Slab	2 %	-----/-	-----/-	-----/-
On Completion of Walls, Internal wall Plaster, Flooring, Doors, Windows Work of the Said Apartment	5 %	-----/-	-----/-	-----/-
On Completion Sanitary fittings, Staircases, Lifts Wells, Lobbies of the Said Apartment	5 %	-----/-	-----/-	-----/-
On Commencement of Internal Plumbing and External Plaster, Elevation Work	5 %	-----/-	-----/-	-----/-
On Commencement of Lifts, Electrical Fittings	5 %	-----/-	-----/-	-----/-
On Commencement of Lifts, Water Pumps, Electrical Fittings, Entrance Lobby, Plinth Protection, Paving	5 %	-----/-	-----/-	-----/-
On Possession	5 %	-----/-	-----/-	-----/-
<b>Total</b>	<b>100</b>	<b>-----/-</b>	<b>-----/-</b>	<b>-----/-</b>

1.4 The Purchaser agrees that the amount payable on possession shall be payable by the Purchaser before handover of physical possession of the Apartment or on receipt of Completion Certificate from Architect / Occupation Certificate from Authorities, whichever is earlier.

1.5 The installments referred herein above and payable by the Purchaser shall be paid on the respective due dates strictly as per the aforesaid time schedule without any delay or default as time in respect of payment of installments in respect of all amounts payable under this Agreement, the time being the

essence of the contract. The Promoter shall forward to the Purchaser, at the address given by the Purchaser in this Agreement, intimation recording the Developer having commenced the particular stage of the work. The Purchaser shall be bound to pay the amount of the installments due within 15 days from the date of demand i.e. the Promoter dispatching such intimation by post or through Courier Service at the address of the Purchaser as given in this Agreement.

1.6 Further the purchaser agrees to take over physical possession of his / her/their premises, even in the absence of Occupation Certificate once electricity, water and lifts are installed and completion certificate of Architect is issued.

1.7 The Total Price above excludes all Taxes such as Goods and Services Tax (GST), cess or any other similar taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Building and carrying out the Project payable by the Developer) up to the date of handing over the possession of the [Apartment].

1.8 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 Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall timely disclose the same to effect the said revised increased charges.

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 Purchaser/s, which shall only be applicable on subsequent payments.

1.9 The Developer may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Purchaser/s by discounting such early payments @ \_\_% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to a Purchaser/s by the Developer.

1.10 The Promoter shall confirm the final carpet area that has been allotted to the Purchaser/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the RERA carpet area, subject to a variation cap of 3% (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 RERA carpet area within 3% and/or within the defined limit then Promoter shall refund the excess money paid by Purchaser/s within 45 (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 Purchaser/s. If there is any increase in the RERA carpet area allotted to Purchaser/s, the Promoter shall demand additional amount from the Purchaser/s 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 1.2 (i) of this Agreement.

1.11 The Purchaser/s authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in its sole discretion deem fit and the Purchaser/s undertakes not to object/demand/direct the Developer to adjust his payments in any manner.

## **2. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL AUTHORITY**

2.1 The Promoter hereby agrees 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 of the Building or thereafter and shall, before handing over possession of the Apartment to the Purchaser herein, obtain from the concerned local authority/development controlling authority occupation and/or completion certificate in respect of the Apartment.

2.2 The Purchaser shall accept and observe all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time sanctioning the said plans or thereafter and further observe all development controlling rules applicable to the building in which the apartment is situated.

2.3 Time is essence for the Promoter as well as the Purchaser. The Promoter shall abide by the time schedule for completing the Project and handing over the Apartment to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser shall make timely payments of the instalment and other dues payable by the him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer as provided in clause 1.3 herein above. ("Payment Plan").

### **3. FLOOR SPACE INDEX**

The Promoter hereby declares that the Floor Space Index (FSI) available as on date in respect of the said Property is 3.00 for Plot FSI. 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 FSI + Pro-rata FSI and Fungible FSI available, which has been sanctioned by the MHADA / concerned authorities and the Promoter has planned to utilize such total Floor Space Index to be made available by MHADA / concerned authorities from time to time. The Promoter has disclosed the Floor Space Index as described hereinbefore as proposed to be utilized by them on the said Property in the said project and the Purchaser 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. INTEREST IN CASE OF DELAY**

4.1 If the Promoter fails to abide by the time schedule for completing the Building and handing over the Apartment to the Purchaser, the Promoter agrees to pay to the Purchaser, who does not intend to withdraw from the Building, interest as specified in the Maharashtra Real Estate (Rules and Regulations)

(Registration of real estate projects, Registration of estate agents, rates of interest and disclosures on website) Rules, 2017 (the “**Rules**”), on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession of the Apartment. The Purchaser agrees to pay to the Promoter, interest as specified in the Rules, on all the delayed payments which become due and payable by the Purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Promoter.

- 4.2 Without prejudice to the right of Promoter to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing 3 (three) defaults of payment of installments, the Promoter at its own option, may terminate this Agreement.
- 4.3 Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of their 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 Purchaser fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the promoter shall be entitled to terminate this Agreement and forfeit the advance payment or earnest money deposit or application fee as described in Allotment Letter as the pre-determined liquidated damages.
- 4.4 Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Purchaser (subject to adjustment and recovery of the agreed liquidated damages and any other amount which may be payable to Promoter) within a period of 30 (thirty) days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Purchaser to the Promoter, subject to the Purchaser signing the Cancellation Agreement and admitting execution thereof before the Sub-Registrar concerned. On termination of this Agreement by service of notice by the Promoter, save as aforesaid, the Purchaser shall have no rights whatsoever under this Agreement.

## **5. COMMON AMENITIES ETC.**

The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter in the Building and the Apartment are set out in the **THIRD SCHEDEULE** hereunder written. However, the

Promoter shall be entitled to change such amenities, fixtures and fittings etc. at any time during the construction of the new building.

## **6. POSSESSION**

6.1. The Promoter shall endeavor to give possession of the apartment to the Purchaser on or before \_\_\_\_\_ **2029** (hereinafter referred to as the "**Date of Possession**"). If the Promoter fails or neglects to give possession of the Apartment to the Purchaser herein on account of reasons beyond their control and of their agents, by the aforesaid date, then the Promoter shall be liable on demand to refund to the Purchaser the amounts already received by them in respect of the Apartment with interest as may be mentioned in Clause 4.1 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 the Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of: -

- a. War, civil commotion, epidemic, pandemic or act of God;
- b. Any notice, order, rule, notification of the Government and/or other public or competent authority;

### **6.2. POSSESSION OF THE APARTMENT**

#### **6.2.1 Procedure of taking Possession**

The Promoter, upon obtaining the Completion Certificate from the Project Architect or upon receipt occupancy certificate from the competent authority, whichever is earlier and the payment made by the Purchaser of all the amounts as per this Agreement, shall offer in writing the possession of the Apartment, to the Purchaser in terms of this Agreement to be taken within 1 (One) months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Purchaser. The Promoter agrees and undertakes to indemnify the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser agree(s) to pay all the amounts payable by the Purchaser under this Agreement including the the advance maintenance charges as determined by the Promoter. The Promoter on its behalf shall offer the possession to the Purchaser in writing within 7 (seven) days of receiving the occupancy certificate / completion certificate from the competent authority / Architect.

6.2.2 The Purchaser shall take possession of the Apartment within 1 (One) month of issuance of written notice issued by the Promoter to the

Purchaser intimating that the Apartment/s is/are ready for use and occupancy.

### **6.3. Failure of Purchaser to take Possession of Apartment**

Upon receiving a written intimation from the Promoter as per clause 6.2.1 above, the Purchaser 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 Purchaser. In case the Purchaser fails to take possession within the time provided in clause 6.2.2 above, the Purchaser shall continue to be liable to pay maintenance charges and property tax as applicable with interest for delayed payments.

### **6.4. Defect Liability**

If within a period of five years from the date of handing over the Apartment to the Purchaser/s, the Purchaser/s 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 Purchaser/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act PROVIDED HOWEVER THAT any such defect arising due to unauthorized alterations carried out by the Purchaser or any other Purchaser in the Apartment(s) or building, the Promoter shall not be liable for the same.

PROVIDED FURTHER THAT it is agreed that the defect liability period shall be deemed to have commenced from the date of obtaining the occupation certificate or from the date on which the Promoter has given the necessary intimation in writing under this agreement to the Purchaser to take the possession or the date on which the Purchaser has taken possession of the Apartment for fit-outs or otherwise, whichever is earlier.

PROVIDED HOWEVER THAT the Purchaser shall not carry out any alterations of any nature whatsoever nature in the Apartment or in the fittings therein, in particular it is hereby agreed that the Purchaser shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and

kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Developer, the defect liability of the Promoter shall become void automatically.

The word "Defect" here means only the structural defect/s caused on account of willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear, negligent use of Apartment(s) by the occupant(s), vagaries of nature and defect/s in fittings and fixtures are not included therein.

## **7. USE OF THE APARTMENT**

- 7.1. The Purchaser/s shall use the Apartment/Flat/Unit or any part thereof or permit the same to be used only for purpose of residence/commercial and for no other purpose whatsoever. Provided that, any owner/s or occupier/s of any residential apartment/commercial unit in the building/wing shall not use, the Apartment/s/Flat/Shop/Office for any other purpose/use or for any illegal or immoral purpose.
- 7.2. The Purchaser shall use the Apartment/commercial unit or any part thereof or permit the same to be used only for purpose of residence/commercial as the case may be. The Purchaser shall use the parking space, if it has been allotted to him/her/them, only for purpose of keeping or parking his/her/ their personal light vehicle.
- 7.3. After delivery of possession of the residential/commercial Apartment by the Promoter to the Purchasers in terms of these presents, the Purchaser, for whatsoever reason desires to grant the use of the residential /commercial Apartment to any third party on leave and license basis or otherwise, prior written consent of the Promoter and after handover of the Building to the Society, prior written consent of the Society shall be required to be obtained by the Purchaser and copy of such leave and license agreement/instrument shall be deposited by the Purchaser with the Promoter or the Society, as the case may be, and further the Purchaser herein/owner shall ensure that such licensee(s) obtains requisite permission/clearance from the concerned police station in writing as to the use of the Apartment along with the details of the persons who intend to reside / use the Apartment.

## **8. MEMBERSHIP OF SOCIETY**

- 8.1. The Purchaser is aware that, this is a redevelopment Project and that the Co-operative Housing Society by the name **KANNAMWAR NAGAR MAN. DADASAHEB RUPAVATE CO-OPERATIVE HOUSING SOCIETY LTD.** has already been formed and registered in the year \_\_\_\_\_. The Purchaser therefore, along with the existing Members and other Purchaser/s of Apartments in the building shall join as a Member of the said Society and sign and execute the application for membership and the other papers and documents for becoming a member as may be required by the Society. 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 transfers, assigns and disposes of such rights and benefits at any time to anybody, the purchasers thereof shall become the members of the said society in respect of the said rights and benefits. The Purchaser herein and the said society will not have any objection to admit such purchasers as members of the said society. The Purchaser shall sign and execute all applications, forms, declarations, bye-laws and other documents as may be required by the Society and shall also pay admission / membership fees and any other charges / contribution / corpus as may be directed by the Society.
- 8.2. The Promoter reserves to itself, the unfettered right to full, free and complete right of way and means of access over, along and under all the internal access roads in the said Property and the common right of ways at all times, by day and night, for all purposes, with or without carts, carriages, motor cars, motor cycles, wagons and other vehicles (of all descriptions) laden or unladen, and with or without horses and other animals and also to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use and enjoyment of the said property and if necessary to connect drains, pipes, cables etc. under over or along the land appurtenant to the building provided no hardship/inconvenience occurred to the members of the Society and other flat purchasers while using and enjoying their respective flats with the common amenities as agreed.
- 8.3. The Promoter will have a right to install or have installed their logo in/upon one or more places in the said property and the Promoter reserve to themselves full, free and complete right of way and means of access to such places/s at all times for the purpose of repairing, painting, altering or changing the logo at their own costs.
- 8.4. Within 1(One) month after notice in writing is given by the Promoter to the Purchaser that the Apartment is ready for use and occupancy, the Purchaser 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 Building 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 Property and building/s. Until the Building is handed over to the Society, the Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter. The Purchaser further agrees that till the Purchaser's share is so determined, the Purchaser shall pay to the Promoter provisional monthly contribution of **Rs. \_\_\_\_\_/-** per month towards the outgoings. The amounts so paid by the Purchaser to the Promoter shall not carry any interest and the Promoter shall not be liable to provide any account thereof to the Purchaser and/or the Society.

8.5. The amount so paid by the Purchaser to the Promoter shall not carry any interest and remain with the Promoter till maintenance of the building in which Apartment is situated is handed over to the Society. On handing over the charge of the building to the Society, after deducting therefrom all the expenses including those mentioned above, the surplus, if any, shall be handed over, without interest, by the Promoter to the Society and any deficit amount shall be recovered from the Purchaser without being liable for rendering any account thereof to the purchasers and/or the Society. It is specifically agreed and understood by the Purchaser that if the Purchaser or any of the purchasers in the Building commits default in contributing their respective share towards aforesaid expenses, then and in that case, the Promoter shall be relieved of their obligations of providing such services and shall not be liable or responsible for hardship or inconvenience, if any, caused to the Purchaser and other purchasers and/or the members of the Society.

## **9. OTHER PAYMENTS**

The Purchaser shall on or before delivery of possession of the Apartment, pay/deposit with the Promoter, the following amounts: -

- i. **Rs. \_\_\_\_\_/-** for share money, admission/membership fee of the Society and other share of corpus contribution fixed by the Society;
  
- ii. **Rs. \_\_\_\_\_/-** Plus GST for Development charges, which is to be paid as below: -
  - a. **Rs. \_\_\_\_\_/-** Plus GST on completion of plinth.
  - b. **Rs. \_\_\_\_\_/-** Plus GST on completion of 23<sup>rd</sup> RCC Slab.
  - c. **Rs. \_\_\_\_\_/-** Plus GST on possession of flat.
  
- iii. **Rs. \_\_\_\_\_/-** per month 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 1 Year, Further extended if required.

- iv. Any other charges payable as per society's Rules and Regulations and Resolutions passed in the AGM. /EGM by majority of the member.

## **10. STAMP DUTY AND REGISTRATION**

The Purchaser shall be liable to pay the necessary stamp duty, registration charges payable as per the rules, regulations and notification of the government of Maharashtra and all other applicable taxes etc. on this present.

## **11. PURCHASER'S AGREEMENT TO PAY FURTHER AMOUNTS:**

- 11.1. It is a condition of this Agreement and the Purchaser hereby agrees that at the time of taking possession of the Apartment, the Purchaser shall be required to pay to the Promoter and hereby covenants to pay to the Promoter the Total Price and other charges/deposits as aforesaid and that unless all such amounts are paid by the Purchaser to the Promoter, the Purchaser shall not be entitled to demand or acquire possession of the Apartment and the Promoter shall not be bound or required to hand over to the Purchaser possession of the Apartment and the Purchaser shall not have the right to use or occupy the Apartment or any of the common amenities, areas and facilities appurtenant thereto.

For any amount remaining unpaid by the Purchaser under this Agreement, the Promoter shall have first lien and charge on the Apartment agreed to be allotted/sold to the Purchaser in terms of these presents.

- 11.2. The Purchaser further shall pay municipal and revenue taxes, N.A. taxes, local taxes, cess, duty or such other levies by local authority and/or by Government Departments and other statutory outgoings to the extent of the Purchaser's share due and payable from the date of issuance of Occupation Certificate of concerned building or as and when demand is made by the concerned authorities, whichever is earlier. The Promoter shall not be liable for any consequences for non-payment of municipal and other taxes for any reasons or grounds whatsoever.

11.3. In the event of termination of this Agreement for any reason, the Purchaser herein shall be, solely and absolutely, responsible to repay any housing loan availed by him/her/them from any bank/financial institution/company/lender and shall be entitled to get the refund of amounts paid subject to deductions as aforesaid, only upon receipt of no dues certificate from the bank/financial institution/company/lender. Notwithstanding what is stated hereinabove, it shall always be obligatory on the part of the Purchaser to pay the installments of the Total Price as and when due under the terms of this Agreement and the Purchaser shall promptly and duly pay the same on the respective due dates irrespective of the fact that the Purchaser has applied for loan to any bank/financial institution/company/lender and irrespective of the fact that such loan is under process and/or sanction or awaited/rejected.

#### **11. PAYMENT OF STATUTORY TAXES, CESSES ETC:**

12.1. It is agreed between the parties hereto that, the Purchaser herein shall bear and pay such Taxes on or about execution of these present or as and when such Taxes become payable from time to time for the sale transaction hereunder, to the Promoter herein to enable the Promoter to deposit/pay the same to the Government Authorities.

12.2. If at any time, after execution of this agreement any existing tax is increased under respective statutes by the State and/or Central Government and/or any additional/new taxes/duty/charges/premium /cess/surcharge etc., by whatever name called, is/are levied or recovered or become payable under any statute/rule/regulation, notification or order either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said property or the Apartment or on this agreement or the transaction hereunder, the same shall be exclusively paid/borne by the Purchaser. The Purchaser hereby indemnifies and agrees to keep the Promoter fully indemnified from all such taxes, levies, costs and consequences.

12.3. From the date of the possession or Completion/Occupation Certificate, whichever is earlier, in respect of the Apartment, the Purchaser herein shall be liable to bear and pay all taxes, cesses in respect of the Apartment and proportionate maintenance charges in respect of the building and expenses for common facilities such as common electricity meter, water pump/s expenses for elevator etc. in respect of the Property to the respective authorities and/or to the Society. But it is specifically agreed between the Parties hereto that, the Promoter shall not be responsible/liable to pay or share the aforesaid expenses in respect of unsold premises/apartments situated in the Building to be constructed on the said Property.

## **12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

The Promoter hereby represents and warrants to the Purchaser as follows:

- i. The Promoter has received clear and marketable title with respect to the project land as declared in the title certificate annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. There are Opportunities securing 2-3 designated places in the vicinity of the building where Promoter name boards with lighting or without lighting can be prominently displayed on permanent basis, It will be equipped with separate electricity meter, However any tampering, damage or removal of the name boards/ lighting fixtures. By any society's member or new purchaser, then it will be considered a criminal offence and will lead to appropriate legal action against individuals found responsible for such act.
- iii. That the day on which builder and Promoter handover the charge of completed building to society, then all the other common maintenance charges electricity bill of (Society office, life open areas, gym, etc.) will be transferred on the name of society. And thereafter respective bills shall be paid by the society directly to the concerned authorities.
- iv. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Property and has obtained/shall obtain requisite approvals from time to time to complete the construction of the Building;
- v. There are no encumbrances upon the Property or the Building except those disclosed to the Purchaser;
- vi. There are no litigations pending before any Court of law with respect to the Property or Building, except those disclosed in the title certificate(s);
- vii. All approvals, licenses and permits issued by the competent authorities with respect to the Building to be constructed are valid and subsisting and have been/will be obtained by following due process of law. Further, all approvals, licenses and permits issued/to be issued by the competent authorities with respect to the Building have been/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 Building and common areas;

- viii. 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 Purchaser created herein, may prejudicially be affected;
- ix. The Promoter has not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the Apartment hereunder agreed to be sold, which may, in any manner, affect the rights of the Purchaser under this Agreement;
- x. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Apartment to the Purchaser in the manner contemplated in this Agreement;
- xi. The Society/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 outgoings, whatsoever, payable with respect to the Building to the competent authorities; and
- xii. 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 Property) has been received or served upon the Society/Promoter in respect of the Property and/or the Building to be constructed except as disclosed to the Purchaser.
- xiii. The Promoter hereby declares that the information contained in the Brochure is indicative of the kind of development that is proposed, it does not constitute part of any offer or contract. The Promoter reserved the right to alter the specifications & amenities of the buildings without prior notice or obligation to any purchaser in the project. Further it is clarified that if any change/modification in specifications & amenities then it does not affect the purchasers Flats.

### **13. COVENANTS OF THE PURCHASER**

The Purchaser himself with intention to bring all persons into whosoever hands the Apartment may come, doth hereby covenant with the Promoter as follows for the apartment and also for the building in which the Apartment is situated:

- a) To maintain the Apartment at the Purchaser/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.
- b) Not to store in/outside the Apartment or surrounded area of the building, any goods which are of hazardous, combustible or dangerous nature or are too heavy as to damage the construction or structure of the building or storing of such goods is objected to by the concerned local authority or any other authority or under any law and shall not carry out or caused to be carried out heavy packages up to upper floors, which may damage or likely to damage staircase, common passages, lift / elevator or any other structure of the building including entrances of the building and in case of any damage is caused to the building in which the Apartment is situated on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for all the consequences of the breach.
- c) To carry out at his own cost all internal repairs to the Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter. Provided that for the defect liability period such repairs shall be carried out by the Purchaser with the written consent and under the supervision of the Promoter and shall not do or cause to be done anything contrary to the rules, regulations and bye-laws of the concerned local authority or other public authority. But in the event of the Purchaser committing any act in contravention of the above provisions, the Purchaser shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority.
- d) Not to demolish or cause to be demolished at any time or cause to make any addition and/or alteration of whatsoever nature in or to the Apartment or any part thereof and not to make any addition or alteration in the elevation including doors, windows, railing or to cover the adjacent terraces and sit out to create any roof or canopy or enclosures of any sort in any manner or to open any additional door or windows to any outer wall of the Apartment and outside colour scheme of the building and shall keep the sewers, drains, pipes, and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect other parts of the building and shall not chisel or in any other

manner cause damage to columns, beams, walls, slabs or RCC pards or other structural members in the Apartment.

- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Property and the building or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.
- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Apartment in the compound or any portion of the Property and the building.
- g) 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 purchasers of the apartments in the new building.
- h) Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his share of security deposits and other charges demanded by the Promoter and/or concerned local authority or Government or electric supply company for giving water, electricity or any other service connection to the building in which the Apartment is situated.
- i) 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 Purchaser/s for any purposes other than for purpose for which it is sold.
- j) The Purchaser shall not let, sub-let, sell, transfer, assign or part with the Apartment or Purchaser's rights or interest under this agreement or part with the possession of the Apartment until all the dues payable by the Purchaser to the Promoter under this agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Purchaser has intimated in writing to the Promoter and/or the Society, as the case may be, and obtained written consent for the same.
- k) The Purchaser shall observe and perform all the rules and regulations which the Society has adopted or may adopt in future and the additions, alterations, and/or amendments thereof that may be made from time to time for protection and maintenance of the Property and building which is to be constructed thereon and 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 the Government and other public bodies. The Purchaser shall observe and perform all the stipulations and conditions laid down by Bye-laws of the 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 and conditions of this Agreement.

- l) The Purchaser 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 Apartment and the Property and building or any part thereof to view and examine the state and condition thereof and/or to carry out any works in the Apartment or other parts of the Building.
- m) That only the said Apartment is agreed to be sold hereunder and at no time the Purchaser shall demand partition of his interest in the said building and/or said property, it being hereby agreed and declared by the Purchaser that his such interest in the said Apartment is imitable.
- n) The Purchaser 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 Purchaser earlier than completion of all the floors and wings on the said property then and in that event the Purchaser 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 Purchaser. The Purchaser 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 Purchaser.
- p. 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 Purchaser/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Developer until the said

structure of the building is transferred to the Society as hereinbefore mentioned.

#### **14. SPECIAL COVENANTS AS TO THE ALTERATION AND SCHEME**

- 14.1. The Purchaser shall not make or allow any internal changes, as to shifting of walls, toilets, chiselling walls and R.C.C. by the members in the Apartment and no request for providing or shifting of walls, toilets etc. in the Apartment shall be entertained.
- 14.2. The Promoter herein has specifically informed to the Purchaser and the Purchaser herein is also well aware that, the Promoter herein is developing the scheme with intention to have the homogeneity in the scheme as to landscaping, height and elevation of the building/s, outer colour scheme, terrace, windows and grills etc. and hence the Purchaser or any owner or occupier of the apartment/s in the building shall and will not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any outer expansions by any manner and/or to install or hang any plants or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. The Purchaser shall observe that, outlet of rain water / water of adjacent terraces / sit-outs / roofs shall always have proper flow and shall not obstruct the uninterrupted flow or water in any manner. The Purchaser herein specifically undertakes to abide aforesaid conditions and on relying upon this undertaking, the Promoter herein has agreed to allot and sale the apartment to the Purchaser herein, subject to the terms and condition of this Agreement.
- 14.3. In the Building the Promoter herein are providing amenities / material / plant and equipment in common facilities like elevator, electric room, tower parking etc. and which has to be operated / used by the persons in the Building with adequate knowledge and due diligence and observe all types of safety and considering this aspect, it is specifically agreed between the parties hereto that, the Promoter shall not be responsible after handing over of the Building to the Society and the Society shall set its own norms for use of common amenities in order to avoid damages due to misuse, injuries and causalities / calamities occurred and any damages of whatsoever nature caused to any person or property for that, the Promoter and/or its partners shall and will not be responsible in any manner whatsoever under any circumstances.

## **15. PROMOTER'S EXCLUSIVE RIGHT OF ALLOTMENT OF PARKING SPACES:**

As the available parking spaces in the new building may not be sufficient for allotment to all the purchasers, to avoid the disputes between apartment holders about parking spaces, the Promoter herein shall be entitled to allot the available parking spaces under stilt, tower parking and within open areas and such allotment by the promoter shall be binding on all the purchasers of apartments in the said new building.

15.1 In case the transaction being executed by this agreement between the promoter and the allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as Payable remuneration / fees / charges for services / commission / brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter / allottee / both as the case may be, in accordance with the agreed terms of payment.

## **16. THE PROMOTER'S RIGHT TO DEAL WITH THE TERRACES ETC.**

As per Development Control Rules applicable to the Building to be constructed on the Property, the Promoter herein is required to pay the premium to the sanctioning authority / local authority for obtaining sanction for terraces and other area of the buildings and considering these aspects, the Promoter has paid premium amount and as such, the Promoter shall be entitled to deal with such terraces, etc. and the Purchaser herein by executing this Agreement has given his/her consent for the same and the exclusive right of the Promoter to deal with same. It is hereby agreed that the areas mentioned in the Third Schedule hereunder written under head "Common Amenities" only shall be the common facilities and the Promoter shall be entitled to declare all other common areas in the Building as restricted or reserved areas and facilities or alienate and dispose of such other areas and facilities in such manner as the Promoter thinks fit.

## **17. THE PROMOTER'S RIGHT TO PROVIDE WITH A REFUGE AREA**

The Promoter herein is required to provide with Refuge area as per the directions of the Chief Fire Officer, Mumbai Fire Brigade. The Purchaser has been informed that as per the condition that may be imposed by the Chief Fire Officer B.M.C., the occupants of the Building are required to do the following acts, deeds and things and/or required to observe the following: -

- (i) Entrance door to the Refuge Area shall bear a signboard painted in luminous paint mentioning "REFUGE AREA IN CASE OF EMERGENCY"

- (ii) Adequate drinking water facilities shall be provided in the Refuge Area.
- (iii) Adequate emergency lighting facility connected to the staircase, corridor lighting circuits shall be provided in the Refuge Area.

The Promoter or the Society, as the case may be, shall comply with the above requirements and the other fire safety measures as per the directions and regulations of the Chief Fire Officer, Mumbai Fire Brigade and further modifications made thereto, from time to time.

## **18. SPECIFIC COVENANTS**

The Parties hereto hereby specifically covenant with each other as under:

- a) The relation between Promoter and the Purchaser herein for the transaction in respect of the Apartment is of seller and buyer respectively and the Promoter has agreed to sell the Apartment for the sale consideration on the terms and conditions set forth in this Agreement.
- b) The Purchaser herein admits and agrees to always admit that, after delivery of possession of the Apartment by the Promoter to the Purchaser herein, it will always be presumed that the Promoter has discharged and performed all their obligations including those under RERA.
- c) At the time of taking possession, the Purchaser shall inspect the Apartment and execute such other documents such as Possession Letter, Indemnity, Declaration, Undertaking, etc., as might be required by the Promoter.
- d) The Purchaser is hereby prohibited from raising any objection in the matter of sale of flats, apartments being commercial or otherwise in the buildings which are to be constructed on the Property, as well as in amenity space and allotment of exclusive right to use terrace/s, car parking spaces, tower parking, garden space, spaces for advertisement or any others space/s whether constructed or not and called under whatever name, etc. on the ground of nuisance, annoyance or inconvenience, for any profession, trade or business etc. that has been or will be permitted by law or by local authority in the concerned locality. For the aforesaid purpose, the Purchaser by executing these presents has given his/her consent and for this reason a separate consent for the same is not required.

- e) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law in respect of any right or interest in the Property on which the building is to be constructed or any part thereof except the apartment. The Purchaser shall have no claim save and except in respect of the apartment hereby agreed to be sold and all rights of ownership in all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, garden space etc. will remain the property of the Promoter until the new building is handed over to the Society.
- f) Any delay tolerated or indulgence shown or omission on the part of the Promoter in enforcing the terms and conditions of this Agreement or any forbearance or giving time to the Purchaser by the Promoter shall not be construed as the waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Promoter.
- g) All the power, authorities and rights of the Society and/or buyers of the apartments /units in the buildings, shall always be subject to the Promoter's over all right to sell/dispose of unsold apartments and allotment of exclusive right to use unallotted parking space/s, terrace/s, space/s for garden purpose, space/s for advertisement etc. and all other rights thereto. The Purchaser or any other apartment holder in the building or the Society shall have no right to demand any amount from the Promoter, in respect of the flats / apartments in the building to be constructed on the Property, towards the maintenance charges or proportionate share in the common expenses etc. or any amount under head of donation or transfer charges etc.
- h) Notwithstanding anything contained anywhere in this Agreement, it is specifically agreed between the parties hereto that, the Promoter shall have all the rights under this Agreement and other agreements in respect of the other apartments which shall continue to subsist until all the payments in respect of all the apartments in the building forming part of the Promoted Allocated Area are received by the Promoter.
- j) The Promoter herein has neither undertaken any responsibility nor agreed anything with the Purchaser orally or otherwise and there is no implied agreement or covenant on the part of the Promoter, other than the terms and conditions expressly provided under this agreement and this agreement shall supersede any such prior writings or communications.

- l) Considering the Building to be constructed on the Property is residential building having residential flats/apartments and for that, having internal approach road and to have the security for the human beings, the Purchaser or his/her agents shall not damage the internal road and it is specifically prohibited to bring any heavy vehicle such as Trucks, Bulldozers, Buses, Tractors etc. inside the Building by any purchaser/occupant in the Building or any third party and considering this aspect the Purchaser herein shall observe the aforesaid condition personally as well as by any person occupying or visiting the Apartment.
- m) The Promoter herein by spending huge amount in providing specifications in the Apartment and for the buildings under construction on the Property, hence Purchaser / unauthorised persons / any agency shall not disturb the same under any circumstances the concealed plumbing, concealed wiring etc. and considering this aspect and to have the safety measures in place, the Purchaser shall not make or change all these amenities otherwise guarantee / warranty thereof may lapse as well as durability and stability of the building as to the R.C.C. frame work, concealed wiring load etc. may get damaged/affected and neither the Purchaser nor occupier of the Apartment or any person on behalf of them is entitled to chisel such internal walls in any manner or remove the walls or any part thereof or erect any additional wall or make any structural changes or in any manner increase the electrical load in the Apartment because wires will not take additional load and such an act will be amount to material breach of condition of this Agreement. Similarly after completion of the Building and handover to the society, the society will have absolute authority to expel the member of the Apartment and dispose of such apartment in market by following due process of law. This condition is the essence of contract and the Purchaser herein undertakes to abide the same.
- n) The Promoter herein by spending huge amount has intended to make external elevation for the building under construction on the Property and to have the such external look for long, the Promoter herein has specifically informed the Purchaser that any buyer of any apartment in the building shall and will not be entitled to chisel any external walls and / or have any additional openings in any manner for any purpose and further shall install cooling equipments if required at the places provided for the same inside the duct and any unit shall not been seen on external elevation. The Purchaser herein undertakes to abide by this condition and if any owner or occupier of any apartment in the building commits breach of this condition then, the Promoter as well as the society and its office bearers shall have absolute right and authority to

close such openings, if any, and recover the cost incurred for the same with interest from such purchaser and/or occupier of the apartment.

- o) The Promoter herein has specifically informed the Purchaser that the guarantee for plaster of paris work, water proofing and anti-termite treatment in the Building shall stand automatically extinguished if any purchaser or occupier of apartment in the building/wing chisel or damage the aforesaid works in any manner. Considering this aspect, the Purchaser herein undertakes not to chisel/damage any such work in any manner, which may affect or lead to cancellation of the aforesaid guarantee or warranty.
- p) The parties hereto are well aware that, the Flat Number is three or four digits, first one or two digits denote floor of the building / wing and last digit denote the flat number.
- q) 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 Apartment or any portion of the said land and/or building. The Purchaser 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/use/allot at all times the facilities like all compulsory open spaces, parking spaces, internal common roads, pathways, garden, recreation ground and facilities, playing equipments, storm water drainage, common areas and facilities, 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 amenities/facilities that may be provided by the Promoter until the said structure of the building is handed over to the Society.
- R) Purchaser is aware that due to planning constraints, there are limited parking spaces and he/she/they has/have not been allotted/allotted any parking spaces.

## **19. NAME OF THE SCHEME AND BUILDINGS / WINGS**

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the name of the society will remain the same as "**KANNAMWAR NAGAR MAN. DADASAHEB RUPAVATE CO-OPERATIVE HOUSING SOCIETY LTD.**," and further the Developer herein has decided to have the name

of the Project as "**ADITYARAJ PAVILION**" for the purpose of sale in the open market. The building will be denoted by such letters and further erect or affix Developer's name board at suitable places as decided by the Developer at the entrances of the building and on outer vertical walls and on terraces. The Purchaser or other apartment holders in the building/s or the Society are not entitled to change the aforesaid Building name and/or remove or alter Developer's name board in any circumstances.

## **20. PROMOTER NOT TO CREATE MORTGAGE/CHARGE ON APARTMENT**

The Promoter shall be entitled to raise loan and mortgage the Promoter Allocated Area. However, after the Promoter executes this Agreement, the Promoter 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 Purchaser who has purchased or agreed to purchase such Apartment.

## **21. BINDING EFFECT**

Forwarding this Agreement to the Purchaser/s by the Promoter does not create a binding obligation on the part of the Developer or the Purchaser/s until, firstly, the Purchaser/s 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 Purchaser/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Developer. If the Purchaser/s(s) fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s after deducting appropriate amount prescribed under law.

## **22. ENTIRE AGREEMENT**

This Agreement, along with its schedules and annexures, constitute 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/plot/building, as the case may be.

### **23. RIGHT TO AMEND**

This Agreement may only be amended through written consent of the Parties.

### **24. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations of the Purchaser arising hereunder shall apply not only on the Purchaser but also on any subsequent purchasers of the Apartment (in case of a transfer subject to the provisions hereof) as the said obligations go along with the Apartment for all intents and purposes.

### **25. Seeking NOC from Builder for re-selling your Allotted Flat/ Unit.**

The Purchaser/s Subsequent purchaser/s of flat/shop/office has to seek NOC from the builder/developer while re-selling his/her/their Flat/Shop/Unit/parking space till the O.C is granted and building is handed over to the society.

### **26. SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under 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 Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable.

### **27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other purchaser(s) in the Building, the same shall be in proportion to the RERA carpet area of the Apartment to the total RERA carpet area of all the Apartments in the Building.

### **28. FURTHER ASSURANCES**

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

## **29. REGISTRATION OF THIS AGREEMENT**

The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and registration at the office of the Sub-Registrar by admission of execution by the Parties. The Purchaser/s, after the Agreement is duly executed by the Purchaser/s and the Developer 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. The Purchaser and/or the Developer shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Indian Registration Act.

The Purchaser/s and/or Developer shall present this at the proper registration office of registration within the time limit prescribed by the Registration Act and the Developer will attend such office and admit execution thereof.

## **30 SERVICE OF NOTICES:**

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

**Name of Purchaser :** -----

**Mail ID :** -----,

**Contact Number :** -----,

**Residential Address :** -----  
-----.

**Name of Promoter : M/s. ADITYARAJ INFINITY  
DEVELOPERS**

**Office Address : Shop no 2, Ground Floor, Purnima Pride,  
Building No. 03, Tagore Nagar, Vikhroli (E),  
Mumbai – 400 083.**

**Notified Email ID : adityarajinfinity219@gmail.com**

It shall be the duty of the Purchaser 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 Purchaser, as the case maybe.

### **31. JOINT PURCHASERS**

That in case there are joint purchasers all communications shall be sent by the Promoter to the Purchaser 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 Purchasers.

### **32. TERMINATION OF AGREEMENT**

31.1 Without prejudice to the right of Promoter to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of instalments, taxes and/or other outgoings, the Promoter shall, at their discretion and option, be entitled to terminate this Agreement.

Provided that the Promoter shall give notice of 15 (fifteen) days in writing to the Purchaser at the address and e-mail id provided by the Purchaser, of the Promoter's 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 Purchaser fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Purchaser the instalments of sale consideration of the Apartment which may till then have been paid by the Purchaser to the Promoter, after deducting 10% (ten percent) of the

total sale consideration as predetermined liquidated damages and the loss, if any, the Promoter may suffer on resell of the Apartment to any other Purchaser.

- 31.2. It is specifically agreed between the Parties hereto that, if the transaction in respect of the Apartment between the Promoter and Purchaser herein is terminated as stated in sub-para (a) and (b) hereinabove written, then all the instruments and writings under whatsoever head executed between the parties hereto or between the Promoter and Purchaser herein shall stand automatically cancelled and the Purchaser shall have no right, title, interest or claim against the Promoter.
- 31.4. Notwithstanding any of the above clauses, in the event the Promoter is unable to give possession of the Apartment on the due date, for any reason whatsoever, the Purchaser will be entitled to terminate this Agreement and on such termination by the Purchaser, the Promoter shall within 60 (sixty) days of such termination refund the entire amount received from the Purchaser under this Agreement with interest as specified in the Rules.

### **30. DISPUTE RESOLUTION**

Any dispute between parties shall be settled amicably in case of failure to settle the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

### **31. 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 and the Mumbai courts will have the jurisdiction for this Agreement.

### **32. MEANING OF WORDS IN THE AGREEMENT**

In this Agreement unless context otherwise implies:

- a) The expression defined herein shall have the respective meaning assigned to them.
- b) The singular wherever used shall include plural and vice-versa.

c) The masculine gender used herein shall include feminine and/or neutral gender wherever applicable.

**33. MISCELLANEOUS:**

- a) The titles of the clauses are for ease of reference only and shall not control or affect the meaning or construction or scope of any provision hereof.
- b) Print and electronic media advertisement, the Brochure, layout display plan, model of the Building, perspective and such other sale promotional and publicity literature shall be informative in its nature and subject to change from time to time without notice and shall not constitute part of this contract and shall not be enforceable against the Promoter.

**34. EFFECT OF LAWS:**

This Agreement shall always be subject to the provisions of Real Estate (Regulation and Development) Act, 2016 (RERA) read with Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of estate agents, rates of interest and disclosures on website) Rules, 2017.

**FIRST SCHEDULE ABOVE REFERRED TO  
DESCRIPTION OF THE PROPERTY**

ALL that piece or parcel of leasehold land bearing Survey No. 113 (part), City Survey No. 356 (part) as per lease deed is 1222.96 Sq. Mtrs. and the plot area as per site measurement is 1182.31 sq. mtrs. and plot area as per approved layout is about 1109.94 sq. mtrs. along with any available tit bit area of the land attached to the society's building at Kannamwar Nagar- II, Village Hariyali, Vikhroli (East), Mumbai - 400 083 together with Building No.219 standing thereon comprising of 40 tenements on Ground plus Four floors, Kannamwar Nagar-II, Vikhroli Taluka and Registration District of Mumbai Suburban and bounded as follows:

<b>ON OR TOWARDS THE NORTH</b>	<b>: 40" - 0" wide Road</b>
<b>ON OR TOWARDS THE SOUTH</b>	<b>: Building No. 221/220</b>
<b>ON OR TOWARDS THE EAST</b>	<b>: 40" - 0" wide Circular Road</b>

**SECOND SCHEDULE ABOVE REFERRED TO  
DETAILS OF THE APARTMENT**

Second Schedule Above Referred to Here set out the nature, extent and  
description of common areas and facilities

**A. ) Description of the common areas provided:**

	Type of common areas provided	Proposed Date of Occupancy	Proposed Date of handover for use	Size/area of the common areas provided
I.	Society Office	31.12.2029	31.12.2029	

**B. ) Facilities/ amenities provided/to be provided within the building including in the common area of the building:**

	Type of facilities / amenities provided	Phase / number	Proposed Date of Occupancy	Proposed Date of handing over to the Society/ common organization	Size/area of the facilities / amenities	FSI Utilized or free of FSI
I.	Gym & Fitness	NA	31.12.2029	31.12.2029		

	Centre					
II.	children Play area	NA	31.12.20 29	31.12.2029		

C.) Facilities/ amenities provided/to be provided within the Layout and/or common area of the Layout:

	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy	Proposed Date of handing over to the Society/common organization	Size/area of the facilities / amenities	FSI Utilized or free of FSI
I.	No amenties provided/to be provided within the Layout or common area of the layout					

D.) The size and the location of the facilities / amenities in form of open spaces ( RG / PG etc.) provided / to be provided within the plot and / or within the layout.

	Type of open spaces (RG/PG) to be provided	Phase name/ number	Size open spaces to be provided	Proposed Date of availability for use	Proposed Date of handing over to the common organization
I.	NA				

E.) Details and specifications of the lifts:

	Type (passenger/service/str etcher/goods/fire evacuation/any other	Lift Total no. of Lifts provided	Number of passenger or carrying capacity in weight (kg)	Speed (mtr/sec)
I.	Passenger Lift	1		
II.	Stretcher Lift	1		

Note: Please fill the information in applicable clauses where necessary. If any clause is not applicable to your situation, kindly mention "Not Applicable" in the appropriate section.

**THIRD SCHEDULE ABOVE REFERRED TO  
DETAILS OF THE APARTMENT**

Residential Apartment being **Flat No. -----** having Rera carpet area admeasuring ----- **sq. Mtrs.** Situated on the ----- **Floor** in of the Building to be named as "**ADITYARAJ PAVILION**", **Society Formed as "KANNAMWAR NAGAR MAN. DADASAHEB RUPAVATE CO-OPERATIVE HOUSING SOCIETY LTD.**" under construction on the land more particularly described in the First Schedule hereinabove written.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET  
AND SUBSCRIBED THEIR RESPECTIVE HAND ON THE DAY AND YEAR  
WRITTEN HEREINABOVE.**

SIGNED AND DELIVERED BY THE  
PROMOTER within named  
**M/S. ADITYARAJ INFINITY  
DEVELOPERS**

through its Partner

1. Mr. Rocky R Khushalani

2. Mr. Manish J Doultni

in the presence of:

1.

2.

SIGNED AND DELIVERED by the  
PURCHASER within named:

1.-----

In the presence of

1.

2.

### **RECEIPT**

RECEIVED of and from the within named the Purchaser a sum of **Rs.-----**  
**--/- (Rupees ----- Only)** in total as below

<b>Sr No</b>	<b>Date</b>	<b>Cheque No</b>	<b>Name of Bank</b>	<b>Branch</b>	<b>Amount</b>
1.	-----	----- ----	-----	-----	Rs ----- --/-
2.	-----	----- ----	-----	-----	Rs ----- --/-
<b>Total in Flat Consideration Account (Rupees-----Only)</b>					<b>Rs. ----- /-</b>
1.	-----	----- ----	-----	-----	Rs ----- --/-

2.	-----	-----	-----	-----	Rs -----/-
<b>Total in GST Account (Rupees ----- Only)</b>					Rs.-----/-

For sale/allotment of Residential Apartment being **Flat No.-----** situated on ----- **floor** in the Building to be named as "**ADITYARAJ PAVILION**", **Society Formed as "KANNAMWAR NAGAR MAN. DADASAHEB RUPAVATE CO-OPERATIVE HOUSING SOCIETY LTD."** under construction on the land more particularly described in the First Schedule hereinabove written.

WE SAY RECEIVED **Rs -----/-**

(Subject to realization of cheque)

**for M/s. ADITYARAJ INFINITY DEVELOPERS (Promoter)**

\_\_\_\_\_  
Partner/Authorized Signatory

Witnesses:

1.

2.

### **Declaration**

I/We \_\_\_\_\_ aged about \_\_\_\_ years and \_\_\_\_\_ aged about \_\_\_\_ years and presently residing at **Flat/Shop/Office no.** \_\_\_\_\_ do hereby confirm and submit as follows:-.

1. I/We, have booked a Flat/Shop/Office No. \_\_\_\_ on the \_\_\_\_ floor at **KANNAMWAR NAGAR MAN. DADASAHEB RUPAVATE CO-OPERATIVE HOUSING SOCIETY LTD.**, KANNAMWAR Nagar, Village Hariyali, Vikhroli (East), Mumbai - 400 083.

2. The total consideration amount of the said Flat/Shop/Office is **Rs. \_\_\_\_\_ = 00 (Rupees \_\_\_\_\_ only).**

3. Advance / part payment in respect of the said Flat/Shop/Office so far paid by me / us to the developer is **Rs. \_\_\_\_\_ = 00 (Rupees \_\_\_\_\_ - Only).**

4. Balance payment due is **Rs. \_\_\_\_\_ - (Rupees \_\_\_\_\_ Only),** and the same will be paid as per the clause 1 of the sale agreement (Payment schedule attached herewith), as per payment schedule as shown in the sale agreement, I/we will arrange the funds from our own sources OR Bank Loan, if we fail to arrange the funds within 30 days, then the developer will be at the liberty to cancel the registered sale agreement and subsequently the developer can sell the Flat/Shop/Office to any other buyer, for which I/We will not have any objection and I/we will accept the refund of the amounts whatever till date paid by me/us.

5. I/We are aware that this affidavit will be attached to Sale Agreement before registration.

Solemnly affirmed at Mumbai.

This ..... day of ..... 2025