

## **AGREEMENT FOR SALE**

**THIS AGREEMENT** made at Thane this \_\_\_\_day of \_\_\_\_\_ in the year 2023.

### **BY AND BETWEEN**

**M/S. V-RAJ BUILDCON, PAN AAGFV7651Q**, a Partnership Firm, duly registered under the provisions of Indian Partnership Act, 1932, having office at Plot No: 102, 1<sup>st</sup> floor, Varsha complex, Kalyannaka, bhiwandi, 421302, correspondence address: Viraj Heights, Near Saraswat Bank, Kopri Colony Thane East-400603. hereinafter referred to as **"PROMOTERS"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for the time being of the said firm, survivors or survivor of them and the respective heirs, executors and administrators of such last survivor) **OF THE ONE PART;**

### **AND**

**Mr. Chetan Sham Wadkar**, Age 32 Years, Residing at: 3275, Atharv Plaza, Kudaleshwar Wadi, Kudal, Sindhudurg, Maharashtra - 416520, having Income tax PAN :- **ABXPW9046J**, hereinafter referred to as the **"Purchaser(s)"** (which expression unless excluded by or repugnant to the context or meaning thereof, shall mean and include his/her/their/its heirs, partners, executors, administrators, successors and legal representatives as the case may be) **OF THE OTHER PART.**

### **A DESCRIPTION OF THE SAID PROPERTY:**

The Promoters are well and sufficiently entitled to develop all the pieces and parcels of land bearing Tikka no. 20 (P), City Survey No. 1025-A (P), admeasuring 5850.05 square meters lying, being and situate at Village Chendani, Kopari Taluka and District Thane and within the jurisdiction of registration District & Sub-District of Thane within the limits of Municipal Corporation of Thane (TMC),

Maharashtra State (hereinafter referred to as **“SAID PROPERTY”** and more particularly described in the First Schedule hereunder written);

**B BRIEF HISTORY OF RIGHTS OF PROMOTERS:**

- B1 The property admeasuring 97566.6 square meters (Said Entire Property) was originally owned by Government of Maharashtra.
- B2 As per the order of Commissioner of Mumbai Division bearing order no. LNA/1954 dated May 19, 1962 the Said Entire Property was allotted to the Thane Municipal Council, which was subsequently reconstituted as Thane Municipal Corporation (TMC).
- B3 As per the order given by District Collector of Thane, the portion admeasuring 14100 square meters out of the Said Entire Property was allotted to Government Polytechnic College, Thane.
- B4 As per the letter of Urban Development Department of TMC bearing no. SVV/6475 dated March 07, 2009 and as per the sub-division order bearing no. Mo.Ra.No.222/2008, the Said Entire Property has been sub-divided and the area admeasuring 93,734.1 has been renumbered as City Survey No. 1025-A and area admeasuring 3832.5 square meters has been renumbered as city survey no 1025-B.
- B5 The portion admeasuring 5850.05 square meters from and out of Said Entire Property and particularly City Survey No. 1025-A was encroached by the hutment dwellers and they have formed and registered two co-operative housing societies viz. 1) Samanvay Co-operative Housing Society Limited duly registered under the provisions of Maharashtra Co-operative Societies Act, 1960 having registration no. TNA/HSG/TC/25567/2013 (hereinafter referred to as the **“Samanvay”**) and 2) Mitradham Co-operative Housing Society Limited duly registered under the provisions of Maharashtra

Co-operative Societies Act, 1960 having registration no. TNA/HSG/TC/7962/95-96 (hereinafter referred to as the "**Mitradham**").

- B6 Meanwhile one Mr. Anil Thakurdas Kursija, proprietor of M/s. Balaji Developers (**Erstwhile Developers**) approached Mitradham and expressed his willingness to develop slum and accordingly Mitradham had granted exclusive development rights of First Property in favor of Erstwhile Developers by executing Development Agreement dated April 29, 2014, which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-9/2838/2014 and also executed General Power of Attorney on even date in favor of Erstwhile Developers, which is duly registered with the Sub Registrar of Assurances, Thane at serial no. TNN-9/2840/2014.
- B7 The Erstwhile Developers also approached the adjacent society i.e. Samanvay and after negotiations, the Samanvay has granted exclusive development rights of Second Property in favor of Erstwhile Developers by executing Development Agreement dated April 30, 2014, which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-9/2886/2014 and also executed General Power of Attorney on even date in favor of Erstwhile Developers, which is duly registered with the Sub Registrar of Assurances, Thane at serial no. TNN-9/2887/2014.
- B8 The Erstwhile Developers couldn't develop the Said Property and accordingly Samanvay and Erstwhile Developers have mutually terminated and cancelled the Development Agreement and General Power of Attorney dated April 30, 2014 with respect to portion admeasuring 4225.53 square meters from and out of Said Property by executing Cancellation Deed dated August 03, 2017, which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-12/2264/2017.

- B9 Thereafter Mitradham and Erstwhile Developers have also mutually terminated and cancelled the Development Agreement and General Power of Attorney dated April 29, 2014 with respect to portion admeasuring 1454.89 square meters from and out of Said Property by executing Cancellation Deed dated August 03, 2017, which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-12/2265/2017.
- B10 After cancellation of development agreements with the Erstwhile Developers, the Promotes herein approached the Samanvay and Mitradham and submitted proposal for development of the Said Property and accordingly the Samanvay and Mitradham have granted exclusive development rights of the Said Property in favour of Promoter by executing Development Agreement dated August 03, 2017 and also executed General Power of Attorney in favour of Promoters on even date.
- B11 The Promoters got the plan for development of the Said Property more particularly described in the First Schedule hereunder written sanctioned from the SRA after entering into necessary arrangements/agreements with the Slum Dwellers occupying the Said Property, whereby the complete scheme is sanctioned by the TMC/SRA, in pursuance of which, the eligible beneficiaries under the Slum rehabilitation scheme shall be given permanent alternate accommodation in the rehab component in the proposed construction on the Said Property.
- B12 The Promoters shall be required to construct for and allot permanent alternate accommodation to the eligible slum dwellers, and the Promoters are entitled to develop and/or exploit the remaining FSI by carrying out construction and development on the balance portion and dispose of the residential flats, commercial premises and other units in the said sale component to the prospective buyers thereof.

**C APPROVALS AND PERMISSIONS:**

- i. The Slum Rehabilitation Authority (SRA) granted Letter of Intent bearing No. TMC/TDD 6189 dated February 03, 2018 and thereby approved proposal of development of Said Property in accordance with the provisions of Appendix S and Appendix N of Development Control Regulations. SRA has granted Intimation of Approval/development permission and Commencement Certificates in respect of the Said Property in V.P. No. S01/0035/13 in the following manner:

<b>Permission</b>	<b>Date &amp; Certificate no.</b>
LOI/ Permission For Rehab building	03/ 02/ 2018 TMC/TDD/6189
IOA/ Permission For rehab building	21/ 02/ 2018 SRA/ENG/018/Sec-1/STGL/AP
IOA/ Permission for sale building and parking building	21/ 02/ 2018 SRA/ENG/017/Sec-1/STGL/AP
CC for rehab building	20/08/2018 SRA/ENG/018/Sec-1/ STGL/AP
CC for Sale Building	07/12/2018 SRA/ENG/017/Sec-1/ STGL/AP
Revised LOI	16/12/2019 TMC/TDD/6189
Revised LOI	14/10/2022 TMC/TDD/6189

IOD for rehab building	17/10/2022 SRA/ENG/017/Sec-1/STGL/AP  For Basement + ground (pt) +1 <sup>st</sup> to 30 <sup>th</sup> floor for rehab building  Ground + 12 <sup>th</sup> level mechanical car parking tower no. 2
IOA/ Permission for sale building	17/10/2022SRA/ENG/017/Sec-1/STGL/AP  For Basement + Lower ground + Upper Ground+ 1 <sup>st</sup> to 38 <sup>th</sup> Resi (pt) Recreational (pt) Floor + 40 <sup>th</sup> Fitness Center Upper Floor of Sale building  Ground + 23 <sup>rd</sup> level mechanical car parking tower no. 1

**ii. Environmental clearance certificate:**

The State Level Environment Impact Assessment Authority granted permission to the Developer by permission dated 25<sup>th</sup> March 2020 on the terms and conditions more particularly mentioned therein in respect of total built-up area admeasuring 33615.61 square meters.

**iii. Fire NOC:**

**a) Fire NOC rehab:** The Fire Brigade, Thane has granted no objection certificate dated 20<sup>th</sup> June 2018 bearing NOC no. TMC/C/O/M/39/39.

**b) Fire NOC for sale:** The Fire Brigade, Thane has granted no objection certificate dated 6<sup>th</sup> November 2020 bearing NOC no. TMC/C/O/M/53/53.

**D. BUILDING PLANS / LAYOUT PLANS:**

Promoters shall be utilizing maximum development potential in the Said Property and thereby obtain permission of construction of

buildings in the project to be known as **VIRAJ HEIGHTS**. TMC and slum rehabilitation authority have instructed the Promoters to rehabilitate slum dwellers. The Promoters shall be required to construct for allotting permanent alternate accommodation to the slum dwellers and project affected persons and shall be entitled to proportionate sale component area. The Promoters may change building and layout plans in accordance with any directions and conditions imposed by the concerned local authority/ies at any stage, which shall, then be binding on Purchaser(s) and Purchaser(s) hereby agrees that it shall not be necessary on the part of Promoters to seek consent of Purchaser(s) for the purpose of making any changes in order to comply with such directions, conditions and changes. The building plans/ layout plan of the residential complex as may be amended and approved from time to time shall supersede the presently sanctioned building plans as given in **Annexure "A"** hereto. The Proposed Revised layout and building plan is attached hereto as **"Annexure "B"**;

**E. PROJECT:**

The Promoters have been developing Rehab Building (to be known as Samanvay and Mitradham) and Sale Building known as Sale Building consisting of flats/shops/offices/units and premises together with provisions of parking spaces, garages, open spaces, terraces and other necessary amenities and facilities thereto in accordance with plans approved or to be approved or revised or amended from time to time by Planning Authority, for the purpose of selling, leasing or otherwise transferring the same, to prospective purchasers, lessees, or other transferees, as the case may be, on the terms and conditions as they may deem fit. The Promoters by themselves or through or with their nominees or associates may propose to acquire and/or develop contiguous, adjoining or adjacent lands and properties and enter into such arrangement/s or agreement/s as they may deem fit with the holders thereof and amalgamate such land and properties with the Said Property and/or

sub-divide the same and/or include the same in the scheme of development of the Said Property and/or the said Projection the manner they may deem fit.

The Promoters have allotted/agreed to allot requisite premises in favour of slum dwellers in pursuance of Development Agreement dated August 03, 2017 and after allotting the requisite premises in favour of slum dwellers, the Promoters are entitled to 4 commercial units on the ground floor and 62 residential premises on 9<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup>, 12<sup>nd</sup> and 30<sup>th</sup> floor of Rehab Building (hereinafter referred to as the “Promoter’s Premises”).

The Promoters shall be entitled to develop the said Project and the Said Property by utilizing Floor Space Index (“FSI”) and permissible Development Rights (D.R.), Floor Area Ratio (F.A.R.) thereof.

**F. ARCHITECT AND STRUCTURAL CONSULTANT:**

The Promoters has entered into a standard agreement with an Architect M/s. Nexstep Consultants Architects, registered with the Council of Architects and the Promoters have appointed a Structural Engineer, Mr. Ajay Mahale, for the preparation of the plans, structural, and drawings of the said Project. The Promoters have accepted the professional supervision of the Architect and the Structural Engineer till the completion of the said Building.

**G. TITLE CERTIFICATE:**

Copy of the Certificate of Title of the project land, dated September 25, 2019 issued by Advocate Ganesh More is annexed hereto and marked as **Annexure “D”**.

**H. INSPECTION OF DOCUMENTS BY PURCHASER:**

The Purchaser/s has/have demanded from the Promoters and the Promoters have given inspection to the Purchaser of the documents of title, certificate of title of Advocate, Revenue Record (7/12 Extracts and Property Card), building plans and specifications approved by the TMC/SRA and all the other documents relating to

the Said Property as are specified under Real Estate (Regulations and Development) Act, 2016 (RERA) and the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as the "MOFA") and the rules made there under, which is hereby acknowledged and confirmed;

**I. PREMISES DETAILS:**

The Purchasers are desirous and acquiring from the Promoters Flat No. **1014** admeasuring **27.88** square meters Carpet area (as defined under RERA) Along With **1.03** square meters A.P. area on the **10<sup>th</sup> Floor** in rehab building named as Samanavay And Mitrdham Co-op. Hsg. Soc known as" in the project "**Viraj Heights**" (hereinafter referred to as "the said Premises"). The Said Premises is shown in the floor plan thereof hereto annexed and marked as **Annexure "E"**. Relying upon the aforesaid, the Promoters have agreed to sell and allot to the Purchaser the Said Premises for the consideration and on the other terms and conditions herein contained.

**J. REGISTRATION:**

The Promoters had applied for and obtained registration of project under Real Estate (Regulation and Development) Act, 2016 (RERA) from MAHARERA on October 11, 2018 vide certificate no. P51700018145

**K. GOVERNING ACT:**

The present transaction is governed under the provisions of Real Estate (Regulation and Development) Act, 2016 (RERA) and Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (MOFA) accordingly parties hereto are required to execute the present Agreement for Sale and register the same under the provisions of Registration Act, 1908.

**NOW, THEREFORE, IN CONSIDERATION OF THE RECITALS AND MUTUAL COVENANTS, REPRESENTATIONS AND WARRANTIES THE**

**PARTIES TO THIS AGREEMENT INTENDING TO BE LEGALLY BOUND  
AND AGREE AS UNDER:**

**ARTICLE 1  
INTERPRETATION AND DEFINITIONS**

- 1.1 Agreement' shall mean this Agreement for Sale, which is executed by and between Promoters and Purchaser(s).
- 1.2 All Annexure, Schedule and documents referred in this Agreement and recital referred herein above shall form an integral part of this Agreement and in the interpretation of this Agreement shall be read and construed in its entirety.
- 1.3 Carpet Area' shall mean the carpet area as defined under RERA which is inclusive of area covered by internal walls of the concerned premises. The area of cupboard & enclosed balconies are shown separately. The carpet area is calculated for bare shell unit excluding finishes, skirting, ledge walls, wall tiles, granite & marble frames.
- 1.4 'Date of Possession' shall mean the date of possession as communicated to Purchaser(s) in the offer letter for possession to be issued by Promoters.
- 1.5 'Installments' shall mean the Sale Price to be paid as per the installments detailed out in the Present Agreement.
- 1.6 Maintenance Agency' shall mean the agency appointed by Promoters for carrying out the day-to-day maintenance and upkeep of the common areas of Buildings and Project and/or for the maintenance of the equipment/s installed for the Project.
- 1.7 Maintenance Agreement' shall mean the agreement, which shall be executed between the Promoters and Maintenance Agency for the purposes of providing the Maintenance Services for the common areas of Project.

- 1.8 Singular' shall mean and include plural and masculine gender shall mean and include female gender wherever applicable.
- 1.9 The Said Organization' shall mean the society/condominium of Apartment/company formed of the owners/ Purchaser(s)/unit holders in the buildings of the sale component to be constructed on the Said Property.

## **ARTICLE 2**

### **SALE**

The Promoters hereby agree to sell/convey/transfer in favor of Purchasers and the Purchasers have agreed to purchase from the Promoters Flat No. **1014** admeasuring **27.88** square meters Carpet area (as defined under RERA) Along With **1.03** square meters A.P area on the **10<sup>th</sup> Floor** in the rehab building named as Samanavay And Mitrdham Co-op.Hsg.Soc in the Project known as "**Viraj Heights**" as shown in the floor plan thereof hereto annexed and marked as **Annexure "C"** in the said Project in favor of Purchaser(s) hereinafter referred to as the "**Said Premises**" and more particularly described in the Second Schedule hereunder written. The Promoters shall not be entitled to demand additional proportionate Price of the common areas and facilities appurtenant to the premises. The external amenities to be provided in the said Project are set out in **Annexure**. The Promoters have agreed that, said premises shall include necessary washrooms and toilets as per the sanctioned plan.

The Purchaser had specifically informed the Promoters that, the Said Premises is being purchased for carrying out restaurant and other like activities and pursuant to the application of the Promoters SRA has granted permission of restaurant for the Said Premises while sanctioning the revised plan. It shall be the responsibility of the Promoters to obtain OC for the Said Premises for the purpose of restaurant and the Purchaser shall be responsible to obtain all the permission for carrying out restaurant and other allied activities. However the Promoters hereto shall give all necessary co-operation, assistance, written permissions, NOC, consents as maybe required in these regards.

**ARTICLE 3**  
**PRICE AND PAYMENT TERMS**

**3.1 Sale Price:**

That Purchaser(s) agrees to pay Promoters for the purchase of the said Premises an amount of **Rs. 40,00,000/- (Rupees Forty Lakhs Only)** (hereinafter referred to as the '**Sale Price**') And **Rs. 40,000/- (Rupees Forty Thousand Only)** towards GST on as per the prevailing rate on full consideration amount at 1%. as per the payment schedule The Purchaser(s) further undertakes to pay other dues and charges mentioned in the present Agreement in the following manner:-

- a. Rs. 10,00,000/- (Rupees Ten Lakhs Only)** on or before execution of these presents agreement through RTGS dated 16/02/2021, drawn on Sindhudurg Dist. Central Co.op. Bank.
- b. Rs. 5,00,000/- (Rupees Five Lakhs Only)** on or before execution of these presents agreement through NEFT dated 10/03/2022, drawn on State Bank of India.
- c. Rs. 5,00,000/- (Rupees Five Lakhs Only)** on or before execution of these presents agreement through Cheque No. 188119 dated 16/03/2022, drawn on Sindhudurg Dist. Central Co.op. Bank being part payment, the payment and receipt whereof the Promoter does hereby admit and acknowledge.

**PAYMENT SCHEDULE- ANNEXURE "J"**

<b>SR. NO.</b>	<b>INSTALMENTS</b>	<b>PERCENTAGE</b>
1.	On Booking.	5%
2.	On or before execution of agreement	5%

3.	Within period of 1 month from execution of agreement	20%
4.	On Completion of Plinth.	15 %
5.	On Completion of 1st slab	5%
6.	On Completion of 5 <sup>th</sup> slab	3%
7.	On Completion of 10th slab	3%
8.	On Completion of 15th slab	3%
9.	On Completion of 20 <sup>th</sup> slab	3%
10.	On Completion of 25th slab	3%
11.	On Completion of 30 <sup>th</sup> slab	3%
12.	On Completion of top slab	2%
13.	On Completion of Brickwork, internal and external plaster,	5%
14.	On Completion of flooring and tiling work.	5%
15.	On Completion of staircase, and plumbing work	5%
16.	On completion of electrical work.	5%
17.	On completion of painting	5%
18.	On Completion of lift.	3%
19.	On possession	2%
<b>TOTAL</b>		<b>100%</b>

The Purchaser(s) shall be required to pay applicable GST along with relevant installments. The amount of GST shall vary from time to time as per the future revisions in the rate and rules. Price as mentioned hereinabove is exclusive of any taxes, which may be leviable by any appropriate authorities, would include GST and any other tax, both present and future, as may be applicable from time

to time, shall be separately charged and recovered from Purchaser(s). The Purchaser/s shall be responsible for deduction of TDS for every installment paid and payable to the Promoters as per the applicable rules and shall also be responsible for submission of TDS Certificate issued by the competent Authority within a period of fifteen days from the payment of every concerned installment. In the event of failure on the part of Purchaser/s to pay requisite TDS amount and to deposit the TDS Certificate within a period of 15 days from the payment of concerned installment, the Purchaser/s shall be required to pay penalty of Rs. 50 per day for the period of delay in submission of Certificate.

### **3.2 Amount received:**

The Purchaser/s has/have paid to the Promoters sum of **Rs. 20,00,000/- (Rupees Twenty Lakhs Only)** as earnest money, along with a sum of **Rs. 0/- (Rupees Zero only)** on account of GST on or before execution hereof (the payment and receipt whereof the Promoters hereby admits and acknowledges and of and from the same and each part thereof do hereby acquit, release and discharge the Purchaser/s forever) and hereby agrees to pay to the Promoters the balance amount of purchase price of **Rs. 20,00,000/- (Rupees Twenty Lakhs Only)** and shall also pay GST and concerned taxes and charges in the manner prescribed hereto on or before the possession of the said Premises being offered by the Promoters to the Purchaser/s.

### **3.3 Development Charges, Advance Maintenance etc.:**

The Development Charges for the development in the Project which is to be paid to the Government, Local Authority and service providers shall be collectively referred as Development Charges and the same will be reimbursed by the Purchaser(s) to the Promoters on the basis of the rate charged by the concerned

authorities/departments and in case of any increase in these charges in future due to any reason whatsoever, the same shall be paid by Purchaser(s), as and when demanded by Promoters and the payment shall be made by Purchaser(s) on or before the date mentioned in the intimation/demand letter issued by Promoters. In case of decrease in the charges in future due to any reason, the same shall be refunded to Purchaser(s) without any interest.

The Purchaser, simultaneously with the execution hereof but in any event, before taking possession of the said premises, shall pay the following amounts to the Maintenance Agency/Promoters.

- (i) **Rs. 50,000/- (Rupees Fifty Thousand Only)** towards advance maintenance charges of the premium and common areas for 1 years. & **Rs. 9,000/- (Rupees Nine Thousand Only)** 18% GST on 1 year Advance Maintenance.

The Maintenance Agency/Promoters shall utilize the amount so collected hereinabove for the purposes of meeting all deposits, costs, out of pocket costs, charges and expenses in connection with above stated activities. The Maintenance Agency/Promoters shall be entitled to appropriate the amounts collected under one head for meeting expenses under another head. The Purchaser shall not be entitled to raise grievance in respect of the same.

The Purchaser shall tender the amount of difference in the event of there being any increase in the general charges as on the date of handing over the possession of the said premises. If, however, at any time the amounts paid or deposited by the Purchaser/s shall be found short, the Purchaser/s shall on demand by the Maintenance Agency and/or Promoters shall deposit with them a further reasonable amount as may be demanded by them after adjusting any excess from other heads.

- 3.4** The amounts so collected by the Maintenance Agency and/or the Promoters under the provisions of this agreement or otherwise howsoever shall not carry any interest. The Maintenance

Agency/Promoters shall maintain a consolidated account of all the amounts so collected by them from all the Purchaser(s) of the residential/commercial and other premises in the said Project and of all the amounts spent on expenses chargeable to them, and on transfer of the said Property with the new building constructed thereon to the Said Organization to be formed by the Purchaser(s) of premises in the building/s in the said Project, the said Maintenance Agency shall render a consolidated account to Said Organization and pay over to them the excess, if any, of such collections or recover from them the deficit, if any therein. Rendering of such consolidated account to Said Organization and settlement of account with them shall discharge the Maintenance Agency of their responsibility, to refund excess, if any, out of such collections to the individual Purchaser(s) of premises entitled to refund, and the different Purchaser(s) of premises shall make up and adjust their respective accounts between themselves, as members of Said Organization. **Failure/Delay in Payment:**

- i) Time is the essence of the terms and conditions mentioned herein and with respect to Purchaser(s) obligations to pay the Sale Price as provided in the Payment Plan along with other payments such as, applicable stamp duty, registration fee and other charges on or before the due date or as and when demanded by Developers, as the case may be and also to perform or observe all the other obligations of Purchaser(s) under this Agreement. The Purchasers shall be required to pay entire consideration as per payment plan, failing which the Purchaser shall be required to pay due consideration along with interest @ rate of MCLR + 2% within a period of another 90 days. Failure in payment of consideration within such additional period shall result in termination of present agreement and Developers shall be responsible for refunding the amount paid in pursuance of present agreement after deducting 5% of the consideration amount as cancellation charges.

- ii) Payment of installment, and all other statutory dues shall have to be made within due dates as would be mentioned in the letter(s) of the Promoters to be issued from time to time requesting for such payments. Payment within time would be deemed to be essence of the terms of these presents. The Promoters may, at their sole option and discretion, waive in writing the breach by the Purchaser(s) not making payments as per the schedule of payments mentioned herein, but on condition that the Purchaser(s) are liable to pay interest at such rate shall be prescribed by Real Estate Regulatory Authority from time to time on the amount due which shall be calculated from the date on which the amount was due till the date of payment (both days inclusive).
  
- iii) Upon non-receipt of the installment within due date, Promoters may issue a notice to Purchaser(s) to pay the amounts due within 90 (Ninety) days of due date after which Promoters may issue cancellation letter. Purchaser(s) shall be liable to pay the due amounts with interest accrued thereon as prescribed under Clause 3.4 (b) herein. However, it is agreed between the Parties that Promoters shall adjust the amount due from Purchaser(s) first towards the interest due, if any, applicable taxes and then towards the Sale Price.
  
- iv) However, if the installments/payments are not received within Ninety (90) days from the due date or in the event of breach of any of the terms and conditions of this Agreement for Sale by Purchaser(s), the Promoters shall issue pre-cancellation letter and the Purchaser(s) shall be called upon to pay the requisite amounts within fifteen (15) days failing which the allotment and the Agreement shall be cancelled and terminated at the sole, absolute and unfettered discretion of Promoters. Promoters will issue a cancellation/termination letter without any further notice to Purchaser(s). Upon such cancellation, Promoters shall refund the amount paid by Purchaser(s) without interest subject to forfeiture of

5% (Five percent only) of the Sales Price towards cancellation charges.

- v) Upon such cancellation, Purchaser(s) shall be left with no right or lien on the said Premises except that of receiving refund, if any, as per the terms of the present agreement. The balance amount shall be refundable to Purchaser(s) without any interest, within one (1) month of such cancellation. The dispatch of said cheque by registered post/speed-post to the last available address with Promoters as appearing in the recitals mentioned hereinabove shall be full and final discharge of all the obligation on the part of Promoters or its employees and Purchaser(s) will not raise any objection or claim on Promoters in this regard. Promoters may at their sole discretion condone the breach committed by Purchaser(s) and may revoke cancellation of the allotment provided that the said Premises has not been re-allotted to other person till such time and Purchaser(s) agrees to pay the unearned profits (difference between the booking price and prevailing sales price) in proportion to total amount outstanding on the date of restoration and subject to such additional conditions/undertaking as may be decided by Promoters. Promoters may at its sole discretion waive the breach by Purchaser(s) for not paying the installments as per the Payment Plan but such waiver shall not mean any waiver in the interest amount and Purchaser(s) have to pay the full amount of interest due.
- vi) Upon the cancellation of the booking, Promoters shall be at a liberty to sell or otherwise dispose of the said Premises to any other person/party whomsoever, at such price, in such manner and on such terms and conditions as Promoters may in its sole, absolute and unfettered discretion think fit and proper and Purchaser(s) shall not be entitled to raise any objection or dispute in this regard.
- vii) Purchaser(s) agree/s and undertake/s to execute a Deed, Document, or Writing including the Cancellation Deed to cancel the Agreement, the balance amount, if any shall be paid to Purchaser(s)

only upon the cancellation of the Agreement and/or receipt of the Cancellation Deed, Documents, writings as aforesaid. In the event of cancellation of Agreement as previously mentioned, Promoters shall be entitled to file declaration with respect to termination and cancellation of the Agreement, before the Sub Registrar of Assurances.

### **3.5 Time is the Essence:**

The timely payment of Installments is the essence of this Agreement. It shall be incumbent on Purchaser(s) to comply with the terms of payment and the other terms and conditions of sale. If there is any delay or default in making payment of the Installments on time by Purchaser(s), then Purchaser(s) shall, subject to the consequences as mentioned in Clause No. 3.4 of the present agreement, at the sole discretion of Promoters, is/are liable to pay interest on the amount due as per the interest rate mentioned in clause No. 3.4 (i) from the date on which the amount falls due, to the date of payment, both days inclusive. No payment will be accepted after due date without the payment of the applicable interest. All the payments made by Purchaser(s), shall be first adjusted towards the applicable taxes then towards the interest due, then towards other dues if any and then towards Sale Price along with taxes applicable.

### **3.6 Alteration in the Layout Plans and Design:**

**(a)** Purchaser(s) agrees/s and confirm/s that if in the event of alteration/s modification/s of the building plans resulting in an increase / decrease in the RERA Carpet Area of the said Premises, Parties shall be bound with following terms:

- (I)** In case there is any increase or decrease of RERA Carpet Area up to 2% of the said Premises, then the same shall be acceptable to Purchaser(s) and no charges / refund as the case may be will be made.
- (II)** In case of increase or decrease of RERA Carpet Area beyond 2% of the said Premises up to 7% then the difference of area beyond 2% up

to 5% shall be subject to charges or refund of the proportionate Sale Price, as the case may be. For e.g. if there is increase in area of 4% then Purchaser(s) shall be liable to pay the charges for variation of 2%.

- (b) It is further agreed by the Parties that, in the event there is any change in plans, specifications or location due to change of plans, permission, consent etc. is required by statutory authorities, the same shall be binding on the Purchaser(s). Provided that the Promoters shall have to obtain prior consent in writing of the Purchasers in respect of variations or modifications which may adversely affect the Apartment of the Purchasers except any alteration or addition required by any Government authorities or due to change in law.

### **3.7 Mode of Payment:**

All Demand Drafts/Pay Order/Cheques are to be made in favor of **“V-RAJ BUILDCON”**, account No.100005004509 in ICICI bank limited, Thane branch. If any of the cheques submitted by Purchaser(s) to Promoters are dishonored for any reasons, then Promoters shall intimate Purchaser(s) of the dishonor of the cheque and Purchaser(s) would be required to tender a Demand Draft of the same amount to Promoters within thirty (30) days from the date of dispatch of such intimation by Promoters and the same shall be accepted subject to ‘Dishonor Charges’ of Rs. 2,000/- (Rupees Two Thousand only) excluding GST for each dishonor. Taxes (excluding municipal taxes and charges) shall be paid extra, if applicable. In the event the said Demand Draft is not tendered within the stipulated time limits mentioned herein, then the Agreement and Allotment would be deemed to have been cancelled at the discretion of Promoters.

### **3.8 Payment of Costs:**

- i. All costs, charges and expenses payable on or in respect of this Agreement and on all other expenses incurred in execution of instruments and deeds in pursuant to this Agreement, including stamp duty and registration charges and pro-rata cost and expenses

including stamp duty and registration of Deed of Assignment/Transfer/Lease Deed in favor of the Said Organization shall be borne by Purchaser(s). However, it shall be the obligation and responsibility of Promoters to execute and register a Deed of Assignment in favour of the Said Organization at the cost and expenses of Purchaser(s), which shall be executed within the time as specified by Promoters.

- ii. Further, if there is any additional levy, taxes and charges (excluding municipal taxes and charges) which becomes due after the date of the Agreement, rate or charge of any kind attributable to the Said Property/ the said Premises as a consequence of Government, Statutory or any other order of the Local Government, Authority, the same if applicable, shall also be paid by Purchaser(s), on the pro rata basis.
- iii. All statutory charges, GST and other charges and levies as demanded or imposed by the Authorities shall be payable proportionately by Purchaser(s) from the date of booking/ Application as per demand raised by Promoters.
- iv. All the Purchasers and occupants in the said Project shall be required to park their vehicles (including two wheelers and/or four wheelers) only at the parking space designated for their respective Shop/Flat/other premises. The purchaser shall not be entitled to park their vehicles (including two wheeler/four-wheeler) in the Said Property, at any place other than the earmarked parking space. The Promoters shall be entitled to formulate rules for earmarking and use of car parks. The occupants of concerned Shop/Flat/other premises shall only use the car parking spaces for the authorized purpose and such car parking shall not be enclosed or gated without prior written permission from the Promoters. The Purchaser(s) do hereby state and confirm that, Purchasers shall not be entitled to park their cars/four wheeler vehicles, if the Purchaser is not entitled to any parking as per the parking-earmarking plan.

- v. The Total Price is escalation-free, save and except increases, which the Purchaser hereby agrees to pay, due to increase on account of increase in charges, which may be levied or imposed by the competent authority (excluding municipal corporation) from time to time. The Promoters undertakes and agrees that while raising a demand on the Purchaser for increase in the taxes, cost, charges imposed by the competent authorities, the Promoters shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments. It is however clarified that, the development charges and other allied charges as mentioned herein before have been mutually agreed by and between the parties hereto and any addition in the development charges shall be required to be borne and paid by the Promoters for and on behalf of the Purchaser.

**3.9 FSI disclosure:** The Promoters hereby declare that FSI available in respect of the Said Property is 49056.79 square meters. The Promoters shall also be entitled to avail TDR (Slum) from TMC and SRA and to sell the same to any third party or to utilize the same to any other property.

**3.10 Minor alterations:** The said Project has been sanctioned as redevelopment project for residential and commercial use and specific premises have been identified for utilization of commercial and residential purpose. The Promoters shall have right to change plinth area, specifications, elevations and location of any building other than said building and the Purchaser shall not have any objection for change of building plan and floor plan other buildings and such change shall be minor alteration. The Promoters have proposed to construct buildings of specified floors, however, in the event of refusal by the TMC/SRA to grant permission for such additional floors, the Promoters shall be required to complete the Project as per maximum sanctioned floors.

## **ARTICLE 4 POSSESSION**

**4.1 Possession Time and Compensation:**

- i. The site of the PROJECT may not have few of the infrastructural facilities in place as on the date of booking or at handing over of possession as the same is to be provided by the Government /nominated government agency. Since this is beyond the control and scope of Promoters, therefore, Purchaser(s) shall not claim any compensation for delay/non-provision of infrastructure facilities and/or consequent delay in handing over the possession of the said Premises in the Project. The Promoters shall be required to provide minimum infrastructural facilities, which are mandatory for running business activities at best effort basis.
- ii. The Promoters shall endeavor to give possession of the said Premises to Purchaser(s) on or before **May 30, 2025** subject to moratorium period of 6 months. Handing over the possession of the premises is subject to force majeure circumstances and reasons beyond the control of Promoters.
- iii. Promoters on obtaining the Occupancy Certificate by the competent authorities shall hand over the said Premises to Purchaser(s) for occupation and use and subject to Purchaser(s) having complied with all the terms and conditions of this Agreement.
- iv. If there is delay in giving possession of the said Premises on the date mentioned herein (subject to Clause 4.1(a) and lapse of moratorium period of 6 months, Purchaser shall be entitled to:
- v. Claim for the compensation @ Rs. 5000/- per month for the delay. The adjustment of compensation shall be done at the time of delivery of possession of the said Premises and not earlier.
- vi. However, the compensation shall not be paid if the completion of the said Project in which the said Premises is to be situated is delayed on account of force majeure circumstances mentioned herein after.
- vii. In the event of Purchaser(s) failure to take over and/ or occupy and use the said Premises allotted within the timeline as mentioned in the intimation in writing by Promoters, then the same shall lie at his/ her/ their risk and cost and Purchaser(s) shall be liable to pay

the maintenance charges after fifteen (15) days of intimation by Promoters to take possession of the said Premises. The said maintenance charges shall be applicable irrespective of physical possession being taken over or not by the Purchaser(s).

- viii. It is clarified that Promoters shall send its intimation regarding the handing over of the possession to Purchaser(s) by e-mail on the official e-mail ID of the Purchaser(s) or at his address as mentioned in the recitals hereinabove unless modified/alterd by way of intimation to Promoters regarding the change of address duly sent by registered A.D. letter and/ or personal receipt of letter at the office of Promoters mentioned herein. Purchaser(s) shall not be entitled for compensation if he has defaulted or breached any of the terms and conditions of these presents.
- ix. The Promoters shall offer possession of Said premises to the Purchasers immediately after complying with the conditions precedent. The Promoters shall obtain part occupancy certificate and shall simultaneously offer possession of the completed portion to all the concerned allottees.

#### **4.2 Force Majeure:**

Purchaser(s) agrees that the sale and possession of the said Premises is subject to Force Majeure Conditions, which means any event or combination of events or circumstances beyond the control of a party which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/ or alternative measures, be prevented, or caused to be prevented, and which adversely affects Promoters ability to perform obligations under this Agreement, which shall include but not limited to:

- i. Acts of God. i.e. fire, drought, flood, earthquake, epidemics, natural disasters or calamities;
- ii. Explosions or accidents, air crashes and acts of terrorism;

- iii. Non-availability of cement, steel or other construction material, labour, ban on mining, strikes of manufacturers, suppliers, transporters or other intermediaries;
- iv. War and hostilities of war, riot, bandh or civil commotion, sabotage, plagues blockades, embargoes, insurrection, Governmental directions and intervention of defense Authorities or any other agencies of government, prolonged failure of energy;
- v. Any legislation, order or rule or regulation made or issued by the Governmental Authority or Court, Tribunal and/quasi-judicial authority/ body; if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals, occupation certificate, completion certificate/s for the said Premises/ Project or; if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/writ before a competent court or; for any reason whatsoever;
- vi. The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement;
- vii. In case of Force Majeure event, Promoters shall be entitled to a proportionate extension for delivery of possession of the said Premises, depending upon the contingency/ prevailing circumstances at that time. Promoters as a result of such a contingency arising thereto reserves, its right to alter or vary the terms and conditions of allotment or if the circumstances beyond the control of Promoters so warrant Promoters may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatsoever may be claimed by Purchaser(s) for the period of suspension of scheme.

**4.3 Conditions precedent for Delivery of Possession:**

- i. Purchaser(s) shall before taking possession of the said Premises clear all the dues of Promoters towards the said Premises.
- ii. Purchaser(s) hereby agree/s that they shall be responsible and liable to pay GST as may be applicable on transfer and sale of the said Premises by Promoters to Purchaser(s). Purchaser(s) would also be liable to pay interest/penalty/loss incurred to Promoters on account of Purchaser(s)' failure and/ or delay to GST and/or such other levies, statutory charges etc. within 7(seven) days of being called upon by Promoters. It is further agreed by Purchaser(s) that they shall before obtaining the possession of the said Premises, pay entire balance GST amount along with interest and penalties(if any) or any other taxes and charges levied by statutory authorities by time to time to Promoters, for construction/ sale of the said Premises.
- iii. Purchaser(s) further agree/s that they shall be liable to pay any taxes, levies, statutory charges (excluding municipal charges) imposed by appropriate authorities applicable to transfer and sale of the said Premises with retrospective effect, and if any recovery proceedings in consequence thereof are initiated.
- iv. Maintenance charges, deposits, electrical meter deposits/ connection charges, water and sewer connection charges, documentation/legal charges and any other charges/deposits as may be applicable, shall be separately charged either by Promoters or Maintenance Agency appointed by it and the same shall be paid by Purchaser(s) within the timelines as may be requested by Promoters or Maintenance Agency from time to time.
- v. Monies towards the taxes may be refunded as per the scheme applicable to Promoters on the date of refund. Purchaser(s) do/does hereby agree to comply with all the laws of the land at all times, as may be applicable from time to time in respect of the said Premises. Purchaser(s) shall be liable to pay the maintenance charges, taxes, statutory levies as applicable to the said Premises from the date of possession.

- vi. Before receiving possession of the Said Premises, the Purchaser(s) shall execute all writings and documents as may be reasonably required by the Promoters including Declarations, Applications, Indemnities, Possession receipt, Electric Meters transfer forms and other documents necessary or expedient for formation and registration of the of the Co-operative Society or Condominium of Apartment.

**4.4 DEFECT:** The term Defect shall include only the defects specifically attributable to the defect in construction process or variance from the sanctioned plan by the Promoters.

**4.4.1 DEFECT LIABILITY:**

If at the time of handing over the said Premises to the Purchaser(s) or within period of 5 years from obtaining Occupancy Certificate, if any defect (arising out of deviation from the sanctioned plan, use of substandard material, structural defect or defect arising out workmanship issues) in the said Premises and/or the said Project is found to have existed and the same is communicated by the Purchaser(s) to the Promoters, then wherever possible, such defects shall be rectified by the Promoters at their own cost.

**4.4.2 UNAUTHORIZED ALTERNATIONS:** Promoters shall not be responsible for any alteration, changes, modification carried out by Purchasers or any other person in the said Premises and/or the said Project. In the event of such unauthorized alteration resulting in defect to other premises in the said Project, the Purchaser shall be responsible for curing such defect entirely at their own cost.

**4.4.3 SPECIFIC EXCLUSIONS:**

- i. The Defect arising out of natural calamities, fire, war, or any other force majeure circumstances, normal wear and tear, careless use of premises and amenities therein, abstinence from regular

maintenance, unauthorized use and/or alterations of premises shall not be treated as defect in premises.

- ii. The Purchaser(s) is aware that marbles and granites being natural products/stones contains shade variations and natural cracks, deformities and also tend to develop cracks or color change over the period of time, and such variations or cracks shall not constitute defect.
- iii. The Purchaser(s) is aware that vitrified tiles by its very nature tend to be porous for certain chemicals/liquids and Purchaser(s) shall be required to take abundant precaution while using the Said Premises.
- iv. The appliances, fittings, fixtures carries varied warranty period and the Promoters shall hand over warranty card for such product or copies thereof to the Purchaser(s). The concerned vendors/suppliers/manufactures shall be responsible for rectification of defect of such appliances, fittings and fixtures for the warranty period mentioned in such warranty cards.
- v. The purchasers are aware of natural tendency of gypsum plaster to maintain hair cracks during first few years of constructions. Such minor hair cracks in gypsum plaster will not constitute defect.

## **ARTICLE 5 ALLOTMENT**

### **5.1 Right of Promoters:**

The allotment of the said Premises is entirely at the discretion of Promoters and Promoters reserves their right to cancel the allotment and unilaterally terminate this Agreement in the event of the breach of the terms and conditions of this Agreement by Purchaser(s), after following the due process of law.

### **5.2 Compliance of Rules, Regulations and By-laws:**

- i. Purchaser(s) shall observe all the rules, regulations and bye-laws applicable to the allotment of the said Premises and agree/s that it will be used only as per the regulations and designs concerning to the said Project as approved by Planning Authority.

- ii. The said Premises along with the said Project shall be subject to the provisions of MOFA, RERA or any statutory enactment or modifications thereof and Purchaser(s) agrees and confirms that the Purchaser(s) shall comply with the statutory obligations created there under and any such other enactment applicable governing the transfer of the said Premises.
- iii. The said Premises shall be used for the purpose for which it has been allotted and no obnoxious/unauthorized/illegal use will be carried out by the occupant in the said Premises/the said Project. Promoters have full authority to enter the premises after giving 24 hour notice to ascertain and to take action individually or jointly in case Purchaser(s) or his/her/their nominee / occupant is / are found violating the terms and conditions laid down by Planning Authority, and to recover from Purchaser(s) as first charge upon the said Premises, the cost of doing all or any such act and thing, all cost incurred in connection therewith or in and any way relating there to, for putting the things correctly and in order.

## **ARTICLE 6**

### **MAINTENANCE**

#### **6.1 Payment of Maintenance Charges:**

- i. The Purchaser(s), in respect of the said Premises, shall be liable to bear and pay from the date of the said Project being completed, his share of the outgoings, maintenance charges, property taxes, non-agricultural taxes, rates, taxes, cess, assessments, insurance premium, Parking maintenance charges, costs of painting the said Project, costs, charges and expenses of cleaning and lighting the passages, landings, staircases and common areas, open spaces and other parts of the said Project, operation and maintenance and repairs of lifts, water pumps, lights, costs of water power and utility charges, equipment and other services, salaries of all staff including manager, chowkidars, sweepers liftmen, cost of management and maintenance of common areas, amenities and facilities of the said Project and such other expenses as are necessary or incidental for maintenance and upkeep of the said Project, and other charges and

levies of like nature, payable in respect of the said premises, amenities, common areas, the Said Property and the Said Project, to all government, semi-government local and public and/or private bodies and authorities, including the Corporation, the Collector and the Promoters.

- ii. Purchaser(s) shall pay, as and when demanded, the maintenance charges including security deposit for providing, maintaining and up-keeping the PROJECT and other deposits and charges for the various services therein, as may be determined by Promoters or the Maintenance Agency appointed for this purpose, as the case may be. The appointment of the Maintenance Agency will be at the sole discretion of Promoters and Purchaser(s) shall abide by the decision of Promoters and effect the payment in accordance with this Agreement.

## **6.2 Maintenance:**

- i. Purchaser(s) hereby give their irrevocable consent to become member of said Organization in accordance with the applicable Acts, Rules and bye laws and execute necessary documents as and when required. Purchaser(s) undertake/s to join the said Organization and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by Promoters in its sole discretion for this purpose. Purchaser(s), till completion and handover of the Project, authorizes the Promoters to enter into a Maintenance Agreement with a Maintenance Agency or any other nominee/agency/ association (s) or other body as may be appointed/ nominated by Promoters from time to time at its sole discretion for the maintenance and upkeep of the Project/the said Premises and Purchaser(s) undertake/s to pay the maintenance charges as raised by the Maintenance Agency/Promoters from the date of the Certificate for Occupation and use granted by the competent authority on pro-rata basis irrespective of whether Purchaser(s) is in occupation of the said Premises or not and work is still going on in adjacent tower/buildings and infrastructure facilities are not fully completed.

- ii. In order to secure due performance by Purchaser(s) in prompt payment of the maintenance charges and other charges/deposits raised by the Maintenance Agency/Promoters, Purchaser(s) agrees to deposit, as per the schedule of payment/this Agreement and to always keep deposited with Promoters or the Maintenance Agency, nominated by Promoters, advance quarterly maintenance after completion of 2 years of maintenance by the Maintenance Agency or till the formation of the organization for the said Project.

### **6.3 Rights of Maintenance Agency:**

It is in the interest of Purchaser(s) to help the Maintenance Agency/Promoters in effectively keeping the said Premises and Project secured in all ways. Purchaser(s) hereby agree/s that for the purpose of security, the Maintenance Agency/Promoters shall be free to restrict the entry of visitors, which the security appointed by the Maintenance Agency/Promoters, feel suspicious. Purchaser(s) hereby agrees to abide by all the rules and regulations framed by the Maintenance Agency/Promoters from time to time for the upkeep and maintenance of the Project and the said Project.

### **6.4 Right of entry in the Said Premises:**

After the possession, Purchaser(s) shall permit Promoters and its surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Premises or any part thereof to view and examine the state and conditions thereof and to make good all defects, decays and repairs in this behalf and also for repairing of any part of the Project and for the purpose of repairing, maintaining, rebuilding, cleaning, structural strengthening, lighting and keeping in order all services, drains, pipes, cables, water courses, gutters, wires, parts, structures of other convenience in the Project and also for the purpose of laying, maintaining, repairing and restoring drainage and water pipes and electric wires and cables and for similar purposes. In case Purchaser(s) has/have failed to effect repairs despite dispatch of notice of one week contemplated above and Promoters are

constrained to effect repairs at its cost, in that event such cost shall be recovered from Purchaser(s). However, in case of exigency situations like fire, short circuits, leakages on the floor above or below etc. Purchaser(s) authorize/s Promoters to break opens the doors/windows of the said Premises and enters into the said Premises to prevent any further damage to the other Premises/Project.

**6.5 Delay/ Failure in payment of Maintenance charges:**

Purchaser(s) agree/s and understand/s that Maintenance Agency appointed by Promoters from time to time and Promoters at their sole discretion can disconnect or keeping in suspension any or all the services and connections if maintenance and/or consumption/usage charges are not paid within prescribed time limit. Any delay in payment of maintenance charges beyond due date shall result in penalty at the rate of 18% per annum of the due maintenance amount.

**6.6 Internal Maintenance:**

The maintenance of Common Areas will be carried out by Promoters/Maintenance Agency but those inside the said Premises will be carried out by Purchaser(s) only.

**6.7 Maintenance Accounts:**

The Maintenance Agency shall maintain a consolidated account of the entire amount so collected by it and expenses incurred for the maintenance of said Project. The Maintenance Agency/Promoters shall provide consolidated account of maintenance to the Said Organization and shall simultaneously transfer excess collection or claim deficit, as the case may be.

**6.8 Sub-Letting of the said Premises:**

Purchaser(s) shall take prior permission (intimation) of Promoters in case of leasing or licensing the said Premises and shall also sign an

undertaking to pay the maintenance and any such other charges to be paid pursuant to the terms and conditions of these presents. Purchaser(s) shall submit the copy of the leave and license / lease agreement along with the police verification of the Licensee /Tenant to the Promoters immediately on sub-letting of the said Premises. After formation of Said Organization, the Purchaser shall be required to take prior permission from the Said Organization for Sub-letting the Said Premises. The Promoters shall not withheld the permission without giving valid and just reasons and the permission shall be deemed to have accorded within 15 days from the request in the absence of refusal due to valid and just reasons. The Purchasers shall not be entitled to use or sublet the Said Premises for illegal or immoral activities including but not limited to betting, online lottery, dealing or serving narcotic drugs and substances etc.

#### **6.9 Hoarding:**

The Promoters shall be erecting permanent Hoarding in the Said Property for advertisement of said Project and other projects of the Promoters and affiliated organizations. The Promoters shall be required to pay only the maintenance charges, proportionate property tax, and other dues for the Said Hoarding for the period of use of said Hoarding. The hoarding to be erected by the Promoter shall not affect visibility or facia of the Said Premises.

### **ARTICLE 7**

#### **RIGHTS AND OBLIGATIONS OF PURCHASER(S)**

#### **7.1 Compliance of Laws:**

That Purchaser(s) shall comply with all the legal requirements as required for the purchase of immovable property, as and when applicable. Purchaser(s) has specifically agreed with Promoters that the allotment of the said Premises shall be subject to strict compliance of code of conduct and house rules that may be determined by Promoters for occupation and use of the said

Premises and such other conditions as per the applicable laws and further Purchaser(s) do hereby confirm and agree to abide by all the rules and regulations of the Maintenance Agency as would be formed later on amongst all purchasers. Purchaser(s) shall abide by all the laws of the land, local laws, rules, notifications etc., at all times, as may be applicable to the transfer of the said Premises and shall be solely responsible for the consequences of non-compliance of the rules and laws of the land, penalty imposed in case of the breach of the same, shall be borne by Purchaser(s) alone.

**7.2 Foreign Exchange Management Act (FEMA):**

- i.** If Purchaser(s), is the resident outside India or having Non Resident Indian (NRI) status, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act (FEMA), Reserve Bank of India (RBI) Act and Rules/Guidelines made/ issued there under and all other applicable laws including that of remittance of payments, acquisition/sale, transfer of immovable properties in India. Purchaser(s) shall also furnish the required declaration to the Promoters in the prescribed format, if necessary. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority/Promoters, the amount paid towards Sale Price will be refunded by Promoters as per rules without any interest and the allotment cancelled forthwith and Promoters will not be liable in any manner on such account. All refunds to Non-Resident Indians (NRI) and Persons of Indian Origin (PIO), if any, shall, however, be made in Indian Rupees and Purchaser(s) alone shall be liable to get all the necessary permission for getting the refund of the amount paid towards the Sale Price as mentioned above from the concerned authorities, after deducting earnest money.
- ii.** In case of foreign remittance, the net amount credited to bank shall be taken as amount received and necessary bank charges shall be borne by Purchaser(s).

**7.3 Loans etc.:**

Purchaser(s) may obtain finance from any financial institution/bank or any other source for purchase of the said Premises at their cost and responsibility. Purchaser(s)' obligation to purchase the said Premises pursuant to this Agreement shall not be contingent on Purchaser(s)' ability or competencies to obtain such financing and Purchaser(s) will always abide and fulfill the terms of the present agreement however if due to want of any document as required by the bank or financial institution to be provided by the promoter, the purchaser shall not be held responsible for delay in payments for such reasons but at the same time Purchaser will not object to avail finance from any other bank or financial institutions suggested and referred by the promoter. Promoters shall not be responsible in any manner whatsoever if any bank/financial institution refuses to finance the said Premises on any ground or revokes the loan already granted. Further, if any bank/financial institution refuses/makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then Purchaser(s) shall not make such refusal/delay an excuse for non-payment of any Installments/dues to Promoters within stipulated time as per the payment plan.

**7.4 Putting up Sign Board:**

Purchaser(s) undertakes that he shall not put up any name or sign board, neon-light, publicity or advertisement material, hang clothes etc. at the external facade of the Building/s, inside the glass window or, anywhere on the exterior or Common Areas or at any places other than the place specifically designated by the Promoters for commercial users. The Purchaser shall be entitled to display his nameplate only at the proper place, provided for the said Premises and in the manner approved by Promoters.

**7.5 Hazardous Chemicals / Material etc.:**

Purchaser(s) shall not keep any hazardous, explosive, inflammable chemicals/material etc., which may cause damage to the said

Project. Purchaser(s) shall always keep Promoters harmless and indemnified for any loss and damages in respect thereof.

**7.6 Commitment:**

Purchaser(s) agree/s that Purchaser(s) shall from time to time sign all applications, papers, documents, Maintenance Agreement, electricity agreement and all other relevant papers as required to signed, in pursuance to the transactions and do all the acts, deeds and things as Promoters may require in the interest of Project and for safeguarding the interest of Promoters and/or Purchaser(s) in the Project including in particular, the requirement of the Income Tax Act 1961. In case of Joint Purchaser(s), any document signed/accepted/acknowledged by any one of the Purchaser(s) shall be binding upon the other.

**7.7 Inspection:**

Purchaser(s) undertake/s to permit Promoters or its authorized representative and/or the Maintenance Agency and their authorized representatives at all reasonable hours, to enter the said Premises for the purpose of inspection/maintenance while performing their duty.

**7.8 Transfer:**

- i. The Purchaser shall be entitled to transfer or assign the Said Premises with prior written permission of the Promoters till the the Organization is duly formed. Transfer of booking may be permitted only by prior written confirmation/approval by Promoters, on such terms and conditions and guidelines as it may deem fit by Promoters, subject to clearing all the sums due and payable under the present agreement. However, Purchaser(s) agree/s and undertake/s to execute/register the deed, document, agreement or writing as may be requested by Promoters to record the transfer as mentioned hereinabove. The Promoters shall not be entitled to withhold permission for period exceeding of 15 days from the date of receipt of request.

- ii. The transferor/transferee shall pay stamp duty or other charges as may be applicable on any transfer/addition. Purchaser(s) shall indemnify and keep indemnified Promoters against any action, loss, damage or claim arising against Promoters for non-payment of such stamp duty and requisite charges.
- iii. The transfer shall be allowed only subject to clearing all the sums that shall be due and payable to Promoters on the date of submission of the request application. Purchaser(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations/transfer.

**7.9 Modification in Terms of this Agreement:**

This Agreement shall supersede all previous writing, documents and arrangement between the Parties. The terms and conditions of this Agreement shall not be changed or modified, except by written amendments duly signed by the Parties.

**7.10 Installation of Air Conditioners:**

Purchaser(s) agree/s not to fix or install air conditioners in the said Premises, save and except at the places which have been specified in the said Premises for the installation nor in any way disturb the external facade of the said Premises and the building.

**7.11 Installation of Window Antenna:**

Purchaser(s) agree/s not to fix or install any window antenna on the roof or terrace or external facade of the said Project except by the prior sanction of Promoters/the said Organization and at places earmarked by Promoters.

**7.12 Uses as Per Sanctioned Building Plans:**

It is clearly understood and agreed by Purchaser(s) that the said Premises shall not be used for any purpose other than for sanctioned purpose and shall not be used in any manner that may cause nuisance or annoyance to occupants of other premises. Purchaser(s) hereby agrees to indemnify Promoters and/or their

agents against any action, damages or loss caused on account of any misuse and the same shall be at risk and responsibility of Purchaser(s) and any consequences arising there from shall be borne by Purchaser(s) alone.

**7.13 Applicability of Provisions:**

It is clearly understood and agreed by and between the parties that all the provisions contained herein and the obligation arising hereunder in respect of the Project shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees and/or subsequent purchaser(s)/assignees/nominees of the said Premises as the said obligation go along with the Project for all intents and purposes.

**7.14 Mischief:**

Purchaser(s) shall not create any mischief and shall not do any act or omission which could disturb the peace, serenity, tranquility of the said Premises or of other occupants.

**7.15 Window Grills And Balcony Door Grills:**

The Promoters shall finalize location and design along with color scheme of grills to be erected for windows and balcony door and the purchaser shall not be entitled to erect any such grill in contravention to the standardized designs, location and color scheme finalized by the Promoters.

**ARTICLE 8**

**RIGHTS AND OBLIGATIONS OF PROMOTERS**

**8.1 Formation of Company or Co-operative Society or condominium of Apartment:**

The slum dwellers have already formed 2 co-operative societies viz. 1) Samanvay Co-operative Housing Society Limited and 2) Mitradham Co-operative Housing Society Limited for rehab component. The both the societies shall mutually decide which

society shall offer the membership to the purchasers of the sale component in the rehab building. In the event of failure on the part of both the societies on the consensus to offer the membership to the purchasers of the sale component in the rehab building, the Promoter shall be at liberty to form separate society for the purchasers of the sale component in the rehab building. The purchasers of the said sale component in the rehab building shall be the members of such newly formed society.

## **8.2 Rules, Regulations and By-Laws of Said Organization:**

The Said Organization shall be entitled to frame such rules, regulations and by-laws for the effective maintenance/management of the infrastructure as the governing body and the same shall be binding and shall have full effect and full force against the societies formed of the Purchaser(s) of buildings constructed on the Said Property including its members and others as aforesaid. Any contravention/violation of the said rules, regulations or bye-laws as framed by the Said Organization by their members or others shall be liable to such action as stated in the said rules, regulations and bye-laws or as the Said Organization may determine from time to time. The Said Organization shall unconditionally accept and adopt such guidelines as framed by the Promoters. The Purchaser(s) hereby agrees, confirms and undertakes to pay such monthly charges as may be determined by the Said Organization from time to time for the maintenance, upkeep, repairs and replacements and/or renovation of such infrastructure facilities as mentioned hereinabove. The Purchaser(s) has/have entered into this Agreement after having understood the above arrangement and the Purchaser(s) shall not be permitted to question or in any way dispute the said arrangement as stated hereinabove or with regard to the constitution and formation of the Said Organization and the said arrangement shall be final and binding on the Purchaser(s). It is further agreed, accepted and confirmed by the Purchaser(s) that until the Said Organization is formed and constituted for the maintenance and management of the infrastructure as mentioned

hereinabove the Promoters have granted the Maintenance Agency shall manage and maintain the said infrastructure facilities as mentioned hereinabove in the manner they may deem fit and for that purpose the Maintenance Agency shall be entitled to lay down such terms and conditions as regards payment by the Purchaser(s) of Premises in the Said Project regarding monthly maintenance charges or otherwise to enable the said the Maintenance Agency to effectively maintain the said infrastructure facilities. In the event the Purchaser(s) fail to abide by the terms and conditions as laid down by the Promoters, the same shall be deemed as a breach of the terms of this agreement and thereupon the Promoters shall have the right to avail of the remedies under the law and as per the terms of this Agreement, even though the Purchaser(s) shall not have taken possession of the said Premises and the Purchaser(s) shall not have paid the consideration amount and all other dues under the said Agreement. The cost for formation of the Said Organization will be collected and paid to the Maintenance Agency in advance from each of the said organization of the respective individual building/s.

### **8.3 Lease:**

The portion admeasuring 168.77 square meters out of the Said Property is affected by Nalla, portion admeasuring 433.13 square meters out of the Said Property is reserved under 20meters wide DP road and 6meters wide internal road and portion admeasuring 38.32 square meters out of the Said Property is reserved for Satis Bridge. Hence the Thane Municipal Corporation in confirmation with Commissioner of Thane granted leasehold rights of balance portion admeasuring 5209.83 square meters out the Said Property in favour of Samanvay Co-operative Housing Society Limited and Mitradham Co-operative Housing Society Limited by executing Deed of Lease dated 19<sup>th</sup> November 2020 which is duly registered with the Sub-registrar of Assurances, Thane at serial no. TNN-1/5180/2020.

#### **8.4 Raising of funds:**

Promoters specifically reserves the right to offer and to create charge on Project (except the said Premises) for obtaining development, construction and other finance from credit/financial institution, bank or other person/body that has already or may hereafter advance credit, finance or loans to Promoters and Purchaser(s) shall give his/her/ their/its consent and permission to Promoters for doing the same as and when required. Purchaser(s) whenever asked in support of by Promoters in this regard shall give and grant to Promoters, his/her/their/its specific, full, free and unqualified consent and permission for doing the same.

**8.5 Telecommunication, DTH, cable and Internet Services etc.:** It is agreed between the Parties that to ensure uniformity and minimal interference with structures, ducting, internal cabling etc. in the Project, it is agreed that Promoters shall regulate the entry of telecom DTH, cable and Internet Services agency/services in the Project till formation of Said Organization. After formation of Said Organization for all buildings, such institution shall regulate the entry of telecom agency/services in the Project.

#### **8.6 Others:**

- i. In case during the course of construction and/or after the completion of the Project, further construction on any portion of vacant land or building or terrace becomes possible, Promoters shall have the exclusive right to take up or complete such further construction. In such a situation, the proportionate share of Purchaser(s) in Said Property and/or in the Common Areas and facilities shall stand varied accordingly. The Purchaser(s) has no objection and they have given their consent to such construction by Promoters.
- ii. In the event of paucity or non-availability of any material Promoters may use alternative materials/ article but of similar good quality. Decision of Promoters on such changes shall be final.
- iii. The Promoters shall be entitled to allot any portion of the Said Property or portion of common area or amenities to the utility

supplier for the purpose of setting up electric transformer, communication or data antenna, or for any other utility services.

### **8.7 Part Occupancy Certificate:**

The Promoters shall be at liberty and entitled to complete any part/portion/floor of the said Project and apply for and obtain part occupancy certificate thereof and give possession thereof to the Purchaser(s) of the said Premises therein and the Purchaser(s) herein shall not object to the same. In such event, however, if the Purchaser(s) take/s possession of his premises in such part completed portion of the Project and the remaining work is carried on by the Promoters or their agent or contractors with the Purchaser(s) occupying his premises, the Purchaser(s) shall not obstruct or object to the execution of such work, even if the same shall cause any nuisance or annoyance to him or other occupants of the said Premises. Notwithstanding anything contained in the present agreement, it shall be the responsibility of the Promoters to erect required scaffolding, safety net and all other required safety precaution while carrying out construction of balance construction in such a manner that, the purchaser shall be in a position to run the business of the restaurant in the said premises.

## **ARTICLE 9 USES**

### **9.1 Alteration / Demolition / Destruction of Structure:**

- i. Purchaser(s) undertake/s that he will not alter/demolish/destroy or cause to demolish/destroy any structure of the said Premises or any addition(s) or alteration(s) of any nature in the same or in any part thereof. Purchaser(s) shall not harm or cause to harm any damage to the peripheral walls, front, side and rear elevations of the said Premises in any form. Purchaser(s) shall also not change the colour scheme of the outer walls and painting of exterior side of the door and windows and shall also not carry out any change in the exterior elevation and design and shall not erect any fencing/hedging/grills without the prior permission of Promoters. Purchaser(s) shall not

partly/fully remove any walls of the said Premises including load bearing walls/structure of the same, which shall remain common between Purchaser(s) and the owners of adjacent premises.

- ii. Purchaser(s) shall keep the portion, sewers, drains and pipes in the said Premises and appurtenances thereto in good and tenantable condition, and in particular, so as to support, shelter and protect the other parts of the said Project in which the said Premises is situated, and shall not chisel or in any other manner cause any damage to the columns, beams, walls, slabs or RCC part or other structural changes in the said Premises, without the prior written permission of the Promoters (after conveyance of the Said Property in favour of the Said organization) and wherever necessary, without the prior written permission of the concerned government, local and public bodies and authorities; and licensed structural engineer in case of modifications/alterations to structural members.
- iii. No request for modification or change in the exterior facades and no internal structural changes of the said Premises will be permitted. No reimbursement or deduction in the value of the said Premises shall be considered by Promoters, in case Purchaser(s) desire/s (with prior written approval/consent of Promoters) to do some works/install some different fittings/floorings etc. on their own within the said Premises and request Promoters not to do such work/install fittings/floorings etc. within the said Premises.

## **9.2 Blockade or Hindrance to Common Passages, Veranda or Terraces:**

Purchaser(s) shall not use the said Premises in the manner, so as to cause blockade or hindrance to common passages, lobbies, veranda or terraces. No common parts of the said Project will be used by Purchaser(s) for keeping/Chaining Pets / Animals, Birds or storage of cycles, motorcycles, waste / refuse, Shoe rack; nor the common passages shall be blocked in any manner.

## **9.3 Nuisance:**

Purchaser(s) shall not be allowed to do any activity, which may be objected by the other residents, such as playing of high volume

music, loudspeaker or any activity which spoils the decorum or decency or beauty of the Project including defacing of common walls, lifts or throwing or dumping of refuse/garbage, which could be subject to fine or penalties as per the laws of the land, as applicable from time to time.

**9.4 Possession of Common Areas:**

Purchaser(s) shall have no right to claim partition of the Said Property and/or Common Areas/facilities and the said Premises is not divisible. The possession of Common Areas will always remain with Promoters and/or the Maintenance Agency appointed by Promoters and is not intended to be given to Purchaser(s) except a limited right to user subject to payment of all charges. After formation of Said Organization, the common areas and amenities shall vest in the Said Organization. The Purchaser shall be required to contribute separately for maintenance of common areas for the Said Project.

**ARTICLE 10  
INDEMNITY**

**10.1 Special, Consequential or Indirect Loss:**

Purchaser(s) acknowledges that Promoters shall not be liable to Purchaser(s) for any special, consequential or indirect loss arising out of this Agreement. Purchaser(s) further indemnifies Promoters of any damage caused to the said Premises/the said Project, while performing the alteration by him/her/them or his deputed personnel.

**10.2 Abidance by Terms and Conditions:**

Purchaser(s) hereby agree/s that he shall abide by the terms, conditions of this Agreement and the applicable laws, and should there be any contravention or non-compliance of any of the provisions of this Agreement, Purchaser(s) shall be liable for such act, and if any loss is occasioned to Promoters, Purchaser(s) shall indemnify Promoters for such loss.

**10.3 Furniture and Interior Decoration:**

The Purchaser shall be required to share intimation with the Promoters for pre possession or post possession furniture and interior decoration activities, and such permission request shall contain plan of such furniture and Interior decoration activities and all the concerned technical specifications thereof alongwith name of contractor/s and their contact details. The Purchaser shall not carry out any structural alterations or any other modifications of civil nature in the Said Premises without prior written permission of the Promoters and the promoter shall not withhold the permission without any valid reason beyond period of 15 days. The Purchaser may be required to deposit certain security amount with the Promoters, quantum of which shall be determined by the Project Engineer of the Promoters on the basis of nature of alteration and modifications. After completion of such furniture and Interior decoration activities, the Project Engineer of the Promoters shall verify the furniture and Interior decoration work. Upon satisfaction of having carried out the work strictly in consonance with the plans approved by the Promoters, the purchaser shall be entitled to receive refund of security deposit. After formation of the Said Organization, the Purchaser shall be required to obtain previous permission for furniture activities from the Said Organization. The Purchaser shall be required to pay reimbursement of expenses incurred by the Promoters or Said Organization, as case may be, for rectifying the unauthorized construction/alterations, damage to the structure, other defects arising out of negligence or poor workmanship.

**10.4 Further Covenants:**

Purchaser(s) hereby covenant/s with Promoters to pay from time to time and at all times, the amounts which Purchaser(s) is liable to pay as agreed herein and to observe and perform all the covenants and conditions of booking and sale. Purchaser(s) hereby covenant/s to keep Promoters and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performances of the said covenants and conditions and also against any loss or damages that Promoters may suffer as a

result of non-payment, non-observance or non-performances of the said covenants and conditions by Purchaser(s).

**ARTICLE 11  
INSPECTION**

After handing over possession of the Said Premises by the Promoters in favour of the Purchaser(s), Promoters or its Authorized Representative shall have the right from time to time during the business hours and otherwise on any working day or on a holiday, with prior notice in writing to Purchaser(s), to enter upon the said Premises for the purpose of inspecting the services in the said Premises and for carrying out maintenance work in the said Premises.

**ARTICLE 12  
AGREEMENT FOR SALE**

**12.1 Stamp Duty and Registration Charges:**

The stamp duty, registration fee/charges and other expenses paid on the execution of this Agreement shall be borne by Purchaser(s).

**12.2 Prior Permission:**

Purchaser(s) undertakes that he shall not divide/sub-divide/amalgamate the said Premises without the prior consent of Promoters.

**ARTICLE 13  
SETTLEMENT OF DISPUTES**

**13.1 Mutual Discussion:**

All or any disputes arising out or touching upon or in relation to the terms of the application, this Agreement including the interpretation and validity of the terms thereof and the respective rights and

obligations of the parties shall be settled amicably by mutual discussion.

### **13.2 Arbitration:**

All disputes or differences whatsoever which shall at any time hereafter (whether during the continuance of this Agreement or upon or after its discharge or determination) arise between the parties hereto or their respective heirs, legal representatives, successors-in-title, transferees and assigns (as the case may be), touching or concerning this Agreement or its construction or effect, or as to the rights, duties, obligations, responsibilities or liabilities of the parties hereto or any of them, under or by virtue of these presents or otherwise, or as to any other matter in any way connected with or arising out of or in relation to the subject matter of contained in these presents, shall be referred to arbitration in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force. The reference shall be made to single arbitrator. The award of the arbitrator shall be final and binding on the parties to the reference. The arbitration proceedings shall be held in Thane only. The proceedings shall be conducted in English language.

## **ARTICLE 14**

### **NOTICE**

#### **14.1 No Obligation:**

It is clearly agreed and understood by Purchaser(s) that it shall not be obligatory on the part of Promoters to send reminders regarding the payments to be made by Purchaser(s) as per the Payment Plan or obligations to be performed by Purchaser(s) under the terms and conditions of this Agreement or any further document signed by Purchaser(s) with Promoters.

**14.2 Communication Address:**

Purchaser(s) shall get registered his/her/their communication address and email address with Promoters and it shall be the sole responsibility of Purchaser(s) to inform Promoters about all subsequent changes, if any, in his/her/their e-mail address, postal address, by registered letter and also obtain a formal specific receipt of the same, failing which all communications/letters posted at the first registered address/postal address will be deemed to have been received by Purchaser(s) at the time, when those should ordinarily reach such address and he/she shall be responsible for any default in payment and other consequences that might occur there from. In all communications, the reference of the said Premises must be mentioned clearly.

**14.3 Communication Mode:**

Purchaser(s) may communicate with Promoters using officially notified e-mail id as follows:

[rarg5@rediffmail.com](mailto:rarg5@rediffmail.com)

Promoters will communicate with Purchaser(s) mainly through official e-mail address as follows:

[chetan.wadkar77@gmail.com](mailto:chetan.wadkar77@gmail.com)

Promoters will communicate with Purchaser(s) mainly through official e-mail address. Purchaser(s) may communicate with Promoters using officially notified e-mail id, all Notices/Letters of communication to be served on Purchaser(s) as contemplated by this Agreement shall be deemed to have been duly served, if sent to Purchaser(s) or to the Second Purchaser in case of more than one Purchaser at the postal address or official e-mail address given by Purchaser(s). However, any change in the address of Purchaser(s) shall be communicated to Promoters through registered post within 7 (Seven) days of such change. In case there are joint Purchasers all communication shall be sent by Promoters to Purchaser(s) whose

name appears first, at the postal address/official e-mail address given by him for mailing and which shall for all purpose be considered as served to all Purchaser(s) and no separate communication shall be necessary to the other named Purchaser.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set and subscribed their respective hands and seals the day and year first hereinabove written.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**SAID PROPERTY**

All that pieces and parcels of land bearing Tikka no. 20, City Survey No. 1025-A (P), admeasuring 5850.05 square meters lying, being and situate at Village Chendani, Kopari Taluka and District Thane and within the jurisdiction of registration District & Sub-District of Thane within the limits of Municipal Corporation of Thane, Maharashtra State

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(SAID PREMISES)**

Flat. No. **1014** admeasuring **27.88** square meters Carpet area (as defined under RERA) Along With **1.03** square meters A.P area on the **10<sup>th</sup> floor** in the rehab building named as Samanavay And Mitrdham Co-op.Hsg.Soc in the project known as "**Viraj Heights**".

**SIGNED, SEALED AND DELIVERED** )

By the within names "**PROMOTERS**" )

**M/S. V-RAJ BUILDCON**

THROUGH PARTNER AND AUTHORIZED SIGNATORY

**MR. RAJESH GUPTA**

In the presence of

1.

2.

SIGNED AND DELIVERED by the )  
 Within named **“THE PURCHASER/S”** )  
**Mr. Chetan Sham Wadkar** )

In the presence of

1.

2.

### RECEIPT

Received of and from the within named Purchaser a sum of **Rs. 20,00,000/- (Rupees Twenty Lakhs Only)** Out of agreed consideration Earnest Money within expressed to have been paid by the Purchasers to us on or before execution as follows:-

Sr. No.	Name of party	Cheque Details	Date	Amount
I	Mr. Chetan Sham Wadkar	RTGS	16-02-2021	Rs. 10,00,000/-
II	Mr. Chetan Sham Wadkar	NEFT	10-03-2022	Rs. 5,00,000/-
III	Mr. Chetan Sham Wadkar	188119	16-03-2022	Rs. 5,00,000/-
			<b>Total</b>	<b>Rs. 20,00,000/-</b>

WE SAY RECEIVED

**M/S. V-RAJ BUILDCON**  
THROUGH PARTNER AND AUTHORIZED SIGNATORY  
**MR. RAJESH GUPTA**

In the presence of

Mr. \_\_\_\_\_ )

Mr. \_\_\_\_\_ )