



CHALLAN
MTR Form Number-6



GRN	MH002219347202324E	BARCODE		Date	18/05/2023-15:19:15	Form ID	25.2
Department	Inspector General Of Registration			Payer Details			
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)		PAN No.(If Applicable)	ANPPG9547E		
Office Name	KLN1_KALYAN NO 1 SUB REGISTRAR	Full Name	ASWINI KUMAR GOUDA				
Location	THANE	Flat/Block No.	MAULI ANGAN, B-WING ,FLAT NO-109, 1ST				
Year	2023-2024 One Time	Premises/Building	FLOOR				
Account Head Details		Amount In Rs.					
0030046401	Stamp Duty	175000.00	Road/Street	MANGAON			
0030063301	Registration Fee	25000.00	Area/Locality	DOMBIVALI			
			Town/City/District				
			PIN	4	2	1	2 0 3
			Remarks (If Any)	SecondPartyName=ARVIND LALBAHADUR YADAV~			
			Amount In	Two Lakh Rupees Only			
			Words	2 44			
Total		2,00,000.00					
Payment Details	STATE BANK OF INDIA			FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	00040572023051870543 CNW9541560			
Cheque/DD No.		Bank Date	RBI Date	18/05/2023-15:24:19 Not Verified with RBI			
Name of Bank		Bank-Branch	STATE BANK OF INDIA				
Name of Branch		Scroll No. , Date	Not Verified With Scroll				

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Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलान केवल दुयम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलान लागू नाही.

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 1805202311855	Date 18/05/2023
Received from JOINT SUB REGISTER, Mobile number 9000000000, an amount of Rs.1100/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R.Kalyan 3 of the District Thane.	
Payment Details	
Bank Name SBIN	Date 18/05/2023
Bank CIN 10004152023051810357	REF No. CHM6281669
This is computer generated receipt, hence no signature is required.	

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Ward No. : 43/131
Village : Mangaon
Flat area : 22.96 Sq.Mtr Carpet + 3.00 Sq.Mtr Balcony
Mkt. Value : Rs. 97,95,000/-
Actual Value : Rs. 25,00,000/-

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AGREEMENT FOR SALE

This Agreement made at Kalyan

On this 18th Day of May 2023

BETWEEN

Bhakt

As per

Joint

MR. ARVIND LALBAHADUR YADAV, aged about **47** years, Occupation- Business, PAN NO. **AAMPY2640N**, Residing at- B-2/11, Kapure Estate, Nana Shankar Sheth Road, Opp. Central Bank, Dombivali (W), Dist- Thane- 421202, hereinafter called and referred to as the **Land Owner/Vendor** (which expression shall unless it be repugnant to the context or meaning thereof mean and include the partners constituting the said firm for the time being, the survivors of them/their / his / her heirs executors, administrators and assigns) being the Party of the First Part

AND

MR. ASWINI KUMAR GOUDA aged about **40** years, Occupation- Service, PAN NO. **ANPPG9547E**, Residing at- 1403, Building No. 1, A-Wing, Evoke, Arcade Art, Vinay Nagar, Mira Road (East), Mira-Bhayandar, Thane- 401107, hereinafter called and referred to as the **Purchaser** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his / her / their heirs, executors, administrators and assigns) being the Party of the Second Part.

AND

M/S. MAULI ENTERPRISES, (PAN NO. **ABHFM8214E**) a partnership firm, registered under the Indian Partnership Ac, 1932, having its office at: Mauli Enterprises, Bhagasheth Heights Building, Near Manpada Petrol Pump, Kalyan Shil Road, Dombivali (East), Dist- Thane – 421203 Through its partner **MR. BHANUDAS BALARAM PATIL** hereinafter called and referred to as the **Confirming Party/Developer** (which expression shall unless it be repugnant to the context or meaning thereof mean and include the partners constituting the said firm for the time being, the survivors of them/their / his / her heirs executors, administrators and assigns) being the Party of the First Part

AND WHEREAS Sale Deed dated 07/01/2010, duly registered at the Office of Sub-Registrar Kalyan -4 under serial No. 154/2010, between Harish Babu Mhatre and Lila Harishchandra Patil (As Owners) and 1) Dinesh Ramsundar Vishwakarma, 2) Madhukar Motiram Mhatre 3) Arvind Lalbahadur Yadav and 4) Chatrapati Parshuram Koli (As Purchasers) for land bearing Survey No. 67, Hissa No.1/A, Area Admeasuring 0H-13R-00P, i.e. 1300.00 Sq. Mtrs., Asst. 0Rs.-80Paise, Situated at Village Mangaon, Tal.- Kalyan, Dist.-Thane. The Owner have sold the said land to purchasers for consideration amount of Rs.21,40,000/- (Rupees Twenty One Lakhs Forty Thousand only) and hence according to the said Sale Deed the names of 1) Dinesh Ramsundar Vishwakarma 2) Madhukar Motiram Mhatre 3) Arvind Lalbahadur Yadav and 4) Chatrapati Parshuram Koli were mutated on the 7/12 extract of the said land as owners by Mutation Entry No. 311 certified by Circle Officer Kalyan on 30/09/2010.

AND WHEREAS Sale Deed dated 20/09/2013, duly registered at the Office of Sub-Registrar Kalyan -4 under serial No. 5109/2013, between Madhukar Motiram Mhatre (As Confirming Party) and 1) Dinesh Ramsundar Vishwakarma, 2) Arvind Lalbahadur Yadav and 3) Chatrapati Parshuram Koli (As Owner) and Girish Bankelal Agrawal (As Purchasers) for land bearing Mtrs.Survey No. 67, Hissa No.1/A, Area Admeasuring 0H-13R-00P, i.e. 1300.00 Sq. Mtrs. out of this area admeasuring 0H-03R-25P i.e. 325 Sq. Asst. 0Rs.-80Paise, Situated at Village Mangaon, Tal.- Kalyan, Dist.-Thane. and hence according to the said Sale Deed the names of Girish Bankelal Agrawal (As Purchasers) were mutated on the 7/12 extract of the said land as owners by Mutation Entry No. 454 certified by Circle Officer Kalyan on 12/11/2013.

WHEREAS Mr. Dinesh Shamsundar Vishwakarma and Others is seized and possessed of otherwise well and sufficiently entitled to all that piece and parcel of land bearing Survey No. 67/1/A, admeasuring 0H-13R-00P i.e. 1300 Sq.Mtrs lying, being and situate at Revenue Village Mangaon, Tal. Kalyan, Dist. Thane, within the limits of Kalyan Dombivali Municipal Corporation Kalyan [hereinafter called and referred as Said property].

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AND WHEREAS by and under Development Agreement dated 27th February 2019, registered in the office of Sub-registrar of Assurances, Kalyan -1 at serial no. 1909/2019 on even date, Mr. Dinesh Shamsundar Vishwakarma and Others has granted development rights of the said property unto M/s. Mauli Enterprises, a partnership firm, through its partners 1) Mr. Nilesh Nivrutti Mhatre 2) Mr. Krishna Laxman Bhoir, 3) Mr. Bhanudas Balaram Patil and 4) Mr. Dilip Bhagaji Vaze on terms, conditions and consideration mentioned therein.

AND WHEREAS in pursuant to the aforesaid Development Agreement, Mr. Dinesh Shamsundar Vishwakarma and Others have also executed Power of attorney dated 27th February 2019, registered in the office of Sub-registrar of Assurances, Kalyan -1 at serial no. 1910/2019 on even date in favour of 1) Mr. Nilesh Nivrutti Mhatre 2) Mr. Krishna Laxman Bhoir, 3) Mr. Bhanudas Balaram Patil and 4) Mr. Dilip Bhagaji Vaze, partners of M/s. Mauli Enterprises.

AND WHEREAS it appears that from the mutation entry no. _____ that vide order dated ___/___/___ issued by Tahsildar, the said property has been converted for non agricultural use and accordingly the conversion tax has been paid by the owner.

AND WHEREAS Kalyan Dombivali Municipal Corporation Kalyan was pleased to approve and sanctioned the building plan and issued Commencement certificate bearing outward no. KDMC/NRV/B.P./27 Village /2020-21/11 dated 13/01/2021, consisting of Stilt + Ground + First Floor to Fourth Floor (Residential/ Commercial) to be constructed on a total admeasuring area 1259.00 sq. mtrs. out of this area admeasuring 1195.44 Sq.Mtrs. And thus, the said authority have granted construction permission of Stilt + Ground Floor + First Floor to Fourth Floors for residential & Commercial use.

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the Said Property in accordance with the recitals hereinabove;

AND WHEREAS the Promoters are in possession of the Said Property.

AND WHEREAS the Promoters have propounded a Scheme of Construction on the Said Property by constructing a Building known as "MAULI ANGAN" (Said Project) as per the plans sanctioned by competent authority.

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MAULI ANGAN	(Said Project)
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AND WHEREAS the Promoters have got approved from the concerned local authority the plans, specifications, elevation and details of the Said Buildings (hereinafter referred to as "the Said Plans").

AND WHEREAS the Promoters have appointed Architect T. Shalom (Shalom Consultants) registered with the Council of Architects, and the Promoters have appointed a structural engineer Mr. Manohar V. Patil for preparation of the structural design and drawing of the buildings and the Promoters accept the professional supervision of the Architect and the structural engineers.



AND WHEREAS the Promoters have undertaken to register/ register the project under the provisions of the Act with the Real Estate Regulatory Authority. The registration no. of the Project is P51700033171 annexed at Annexure F.

AND WHEREAS the Promoters have provided to the Purchaser/s the copy of order, sanctioned plans, permissions, approvals, documents of title and have clearly brought to the knowledge of the Purchaser/s and the Purchaser/s is/ are fully aware of the covenants, common rights as appearing on the sanctioned plans and after being fully satisfied about the same has granted his / her express and irrevocable consent for the same.

AND WHEREAS the Purchaser has seen the site of the Said Project and the work of construction of the Said Buildings being in progress and is satisfied with the quality of the work and has approved the same.

[Handwritten signatures]

AND WHEREAS the Promoters have given the clear inspection of the sanctioned plans to the Purchaser/s which also includes the consumption and utilization of the transfer of development rights also the future expansion buildings and have represented and brought to the notice of the Purchaser/s and the Purchaser/s is/are fully aware and having the correct knowledge that the scheme of construction undertaken by the Promoters on the Said Property as aforesaid including the number of buildings etc;

AND WHEREAS the Promoters have brought to the knowledge of the Purchaser/s herein and the Purchaser/s is/are aware that the Promoters during the course of construction and completion of the entire scheme of construction will acquire additional F.S.I., staircase F.S.I. and/or any other incentives and increase in F.S.I. as per the rules and regulations of the Municipal Corporation on the above recited buildings and will further avail, use and consume additional floor space index thereby constructing additional floors, apartments and units in the said scheme of construction and will get the plans, amended, revised, modified as the Promoters may deem fit and proper and the Purchaser/s has/have accorded his / her express and irrevocable consent for the same.

AND WHEREAS by virtue of the Development Agreement/Power of Attorney & other deeds the Promoters have sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoters on the Said Property and to enter into Agreement/s with the Purchaser (s) of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Purchaser/s, the Promoters have given inspection to the Purchaser/s of all the documents of title relating to the Said Property and the plans, designs and specifications prepared by the Promoter's 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 there under;

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AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law & advocates of the Promoters, authenticated copies of Village Forms VI and XII or any other relevant revenue record showing the nature of the title of the Promoters to the Said property on which the Apartments are constructed have been annexed hereto and marked as **Annexure A and B** respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure C**.



AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoters and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure C**.

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

AND WHEREAS the Promoters have got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Buildings.

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

Signature 1 *Signature 2* *Signature 3*

AND WHEREAS the Purchaser/s has/have applied and offered to the Promoters for allotment of an Flat No. 109 on First Floor, B-Wing, in the building known as "MAULI ANGAN".

AND WHEREAS the Promoters have accepted the offer of the Purchaser/s and agreed to allot an Flat bearing number 109 on the First Floor, B-Wing (herein after referred to as the said "Flat") (herein after referred to as the said "Building") being constructed by the Promoters.

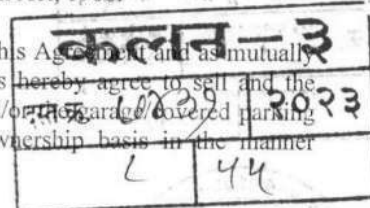
AND WHEREAS the Carpet area of the said Flat is 22.96 Sq.Mtr + 3.00 Sq.Mtr Balcony and "carpet area" means the net usable floor area of an Flat, excluding the area covered by the external walls, areas under services shafts, appurtenant to the said Flat for exclusive use of the Purchaser/s or verandah area to the said Flat for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the Flat.

AND WHEREAS, 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;

AND WHEREAS, prior to the execution of these presents the Purchaser/s has/have paid to the Promoters a sum of Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand Only) being part payment of the sale consideration of the Flat agreed to be sold by the Promoters to the Purchaser/s as advance payment or Application Fee (the payment and receipt whereof the Promoters do hereby admit and acknowledge) and the Purchaser/s has/have agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the said Act the Promoters is required to execute a written Agreement for sale of said Flat with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties the Promoters hereby agree to sell and the Purchaser/s hereby agree/s to purchase the said Flat and/or garage/covered parking (if applicable) at or for the consideration and on ownership basis in the manner appearing hereinafter.



NOW THIS PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The Promoters are entitled to construct building consisting of Stilt, Ground Floor, First Floor to Fourth Floor (Residential/Commercial) on the said property in accordance with the plans, designs and specifications as approved by the Dombivli Municipal Corporation Kalyan from time to time with only such variations and modifications as the Corporation may deem fit. The Purchaser/s hereby consent to the same. The Purchaser/s herein are fully aware and having the full and absolute knowledge of the Scheme of construction, the Number of buildings and the Purchaser/s herein along with the other Purchaser/s will not raise any objection, hindrance or obstruction at the time of formation of society/condominium of apartments/Flat its conveyance, demarcation, grant of right of way, easementary rights and other benefits attached to the said different portions of land as described hereinabove.
2. The Purchaser/s has/have prior to the execution of this agreement satisfied himself/herself/themselves with the title of the said property including the Agreements and other documents referred to hereinabove and the Purchaser/s hereby agrees & confirms that he/she/they shall not be entitled to further investigate the title of the Promoters' right of development of the said property and no requisition or objection shall be raised by the Purchaser on any matter relating thereto or howsoever in connection therewith.



Handwritten signatures of the parties.

3. While sanctioning the said plans, concerned local authority has laid down certain terms, conditions stipulations and restrictions which are to be observed and performed by the Promoters while developing the said property and the said buildings and upon due observance and performance of which only the completion and Occupation Certificates in respect of the said buildings shall be granted by the concerned local authority.

4. 1.(a) The Purchaser/s hereby agree/s to purchase from the Promoters and the Promoters hereby agrees to sell to the Purchaser/s Flat No. **109** of Carpet area admeasuring **22.96 Sq.Mtr + 3.00 Sq.Mtr Balcony** on **First Floor, B-wing** (hereinafter referred to as "the Flat") as described in Schedule "A" written hereunder and as shown in the Floor plan thereof hereto annexed and marked as Annexure(s) C-1 and C-2 for the consideration of **Rs. 25,00,000/- (Rupees Twenty Five Lakhs Only)** including **Rs. 2,50,000/-** 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 annexed herewith.

1(b) The total aggregate consideration amount for the Flat is **Rs. 25,00,000/- (Rupees Twenty Five Lakhs Only)**.

1(c) The Purchaser has paid on or before execution of this agreement a sum of **Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand Only)** (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoters the balance amount of **Rs.22,50,000/- (Rupees Twenty Two Lakhs Fifty Thousand Only)** Total consideration of the said Flat to be paid to the promoter in the following manner :-

i. Amount of **Rs.7,50,000/- (Rupees Seven Lakhs Fifty Thousand Only)** (not exceeding 30% of the total consideration) to be paid to the Promoters after the execution of Agreement

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ii. Amount of **Rs.3,75,000/- (Rupees Three Lakhs Seventy Five Thousand Only)** (not exceeding 45% of the total consideration) to be paid to the Promoters on completion of the Plinth of the building or wing in which the said Flat is located.

iii. Amount of **Rs.6,25,000/- (Rupees Six Lakhs Twenty Five Thousand Only)** (not exceeding 70% of the total consideration) to be paid to the Promoters on completion of the slab including podiums and stilts of the building or wing in which the said Flat is located.

iv. Amount of **Rs.1,25,000/- (Rupees One Lakh Twenty Five Thousand Only)** (not exceeding 75% of the total consideration) to be paid to the Promoters on completion of the walls, internal plaster, floorings doors and windows of the said Flat.

v. Amount of **Rs.1,25,000/- (Rupees One Lakh Twenty Five Thousand Only)** (not exceeding 80% of the total consideration) to be paid to the Promoters on completion of the Sanitary fittings, staircases, lift, wells, lobbies up to the floor level of the said Flat.

vi. Amount of **Rs.1,25,000/- (Rupees One Lakh Twenty Five Thousand Only)** (not exceeding 85% of the total consideration) to be paid to the Promoters on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

vii. Amount of **Rs.2,50,000/- (Rupees Two Lakhs Fifty Thousand Only)** (not exceeding 95% of the total consideration) to be paid to the Promoters on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Flat is located.

[Signature]

[Signature]

[Signature]

viii. Balance Amount of **Rs.1,25,000/- (Rupees One Lakh Twenty Five Thousand Only)** against and at the time of handing over of the possession of the Flat to the Purchaser on or after receipt of occupancy certificate or completion certificate.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters 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 and carrying out the Project payable by the Promoters) up to the date of handing over the possession of the Flat.

The transaction covered by this contract at present attracts GST at the rate of 1%. If however, by reason of any amendment to the constitution or enactment or amendment of any other laws, central or state, this transaction is held to be liable for any tax/es and/or levies or by whatever named called, the Purchaser along with the other Purchasers of the building shall be liable to pay by the Purchaser the same on demand. The Purchaser in addition to the consideration of as mentioned in clause 4. 1.a (i) is liable to pay towards GST.

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoters undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters 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, which shall only be applicable on subsequent payments.

1(f) The Promoters may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser by discounting such early payments @ _____ % per annum for the period by which the respective installment has been proponded. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to a Purchaser by the Promoters.

1(g) The Promoters shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is completed and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation gap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Purchaser within forty-five days with interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to the Purchaser, the Promoters shall demand additional amount from the Purchaser as per the next installment of the Payment Plan. All these monetary adjustments shall be made with the same rate per square meter as agreed in Clause 1(a) of this Agreement.

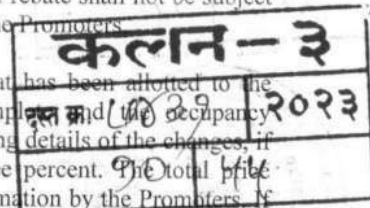
1(h) The Purchaser authorizes the Promoters to adjust/appropriate all payment made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoters may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Promoters to adjust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

2.1 The Promoters 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 or thereafter and shall, before handing over possession of the Flat to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat.

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2.2 Time is essence for the Promoters as well as the Purchaser. The Promoters shall abide by the time schedule for completing the project and handing over the Flat 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 installments and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promoters hereby declares that the Floor Space Index available as on date in respect of the said property is _____ square meters only and Promoters has planned to utilize Floor Space Index of _____ Sq. Mtrs. including, by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoters has disclosed the Floor Space Index of _____ square meters as proposed to be utilized by him on the project land in the said Project and Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of Flats to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

4.1 If the Promoters fails to abide by the time schedule for completing the said Project and handing over the Flat to the Purchaser, the Promoters agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Promoters, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser to the Promoters under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Promoters.

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११ Explanation: Rate of interest payable by promoter to Purchasers or by Purchasers to the promoters shall be State Bank of India highest Marginal Cost of Lending Rate plus



in case State Bank of India highest Marginal Cost of Lending Rate is not in use, it would be replaced by such benchmark lending rates which SBI may fix from time to time for lending to general public.)

4.2 Without prejudice to the right of Promoters 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 Promoters 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 installments, the Promoters shall at his own option, may terminate this Agreement:

Provided that, Promoters shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and / or mail at the e-mail address provided by the Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall, after deducting an amount equal to 10% of the total consideration payable hereunder as liquidated damages, refund to the Purchaser the balance of the sale price which the Purchaser may have till then paid to the Promoters without any interest on the amount so refundable within a period of thirty days of the termination, the installments of sale consideration of the said Flat which may till then have been paid by the Purchaser to the Promoters. And upon termination of this Agreement, pending refund of

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the amount as aforesaid, the Promoters shall be at liberty to dispose off and to sell the said Flat to such person or persons at such price and on such conditions as the Promoters may desire and think fit in their absolute discretion and the Purchaser shall have no objection for the same.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoters in the said building and the Flat as are set out in Annexure E, annexed hereto.
6. The Promoters shall give possession of the Flat to the Purchaser on or before 31st day of December 2023 excluding however any time consumed / delays caused by the concerned statutory authorities in issuing Completion Certificate/Occupancy Certificate, which is beyond the Control of the Promoters. If the Promoters fails or neglects to give possession of the Flat to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the Flat with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of -

(a) Non availability, delay in supply or situation, inflation in rates of steel, cement and other construction and building materials.

(b) War or similar situation, strikes, riots, accident or any Act of God.

(c) Any notice, rules and regulations, order, delayed permission or any other order passed by any competent authority or court of law, tribunal or quasi-Judicial body authority or promoter, the force majeure circumstances or conditions or events beyond the control of unforeseen by the party of the First Part.

(d) Delay in issue of occupation certificate and/or other certificates or permissions, sanctions and approvals by the concerned local authority.

(e) Stay Order or litigation or cases, if any, filed by any person in respect of the said property in any Court.

7. 7.1 **Procedure for taking possession** - The Promoters shall, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the Flat, to the Purchaser in terms of this Agreement to be taken within 5 days (Fifteen days from the date of issue of such notice) and the Promoters shall give possession of the Flat to the Purchaser. The Promoters agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Purchaser agrees/s to pay the maintenance charges as determined by the Promoter or association of Purchaser/s, as the case may be. The Promoters on its behalf shall offer the possession to the Purchaser/s in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Purchaser/s shall take possession of the Flat within 15 days of the written notice from the Promoters to the Purchaser/s intimating that the said Flat is ready for use and occupancy:

7.3 **Failure of Purchaser to take Possession of Flat:** Upon receiving a written intimation from the Promoters as per clause 7.1, the Purchaser shall take possession of the Flat from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and

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the Promoters shall give possession of the Flat to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.1 such Purchaser shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Flat to the Purchaser, the Purchaser brings to the notice of the Promoters any structural defect in the Flat or the building in which the Flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act.

Provided after receiving of the Flats from the Promoters, any damage due to wear and tear of whatsoever nature caused thereto, the Promoters shall not be responsible for the cost of re-instating and repairing such damages caused by the Purchasers and the Purchasers alone shall be liable to rectify and re-instate the same at his own costs. Provided further however, that the Purchasers shall not carry out any alterations of the whatsoever nature in the said Flats and specific the structure of the said unit/wing/phase of the said building which shall include but not limit to column, beams etc., or in the fitting, therein, in particular it is hereby agreed that the Purchaser shall not make any alteration in any of the fittings, pipes, water supply connections or any creation or alterations in the bathroom, toilet and kitchen which may result in seepage of the water. If any such works are carried out without the written consent of the Promoter the defect liability automatically shall become void.

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The Purchaser along with other Purchaser(s) of Flats in the building shall join in forming and registering the Society or Association to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Purchaser, so as to enable the Promoters to register the common organization of Purchaser. No objection shall be taken by the Purchaser if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies, as the case may be, or any other Competent Authority.

- 9.1 The Promoters shall, within three months of registration of the Society or Association, as aforesaid, cause to be transferred to the society or all the right, title and the interest of the Promoters in the said structure of the Building or wing in which the said Flat is situated.
- 9.2 The Promoters shall, within three months of registration of the last Society, as aforesaid, cause to be transferred to the joint ownership of all the Societies of the said property, all the right, title and the interest of the said First Owner and/or the Promoters in the said property on which the building are constructed.
- 9.3 Within 15 days after notice in writing is given by the Promoters to the Purchaser that the Flat 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 Flat)

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of outgoing in respect of the said property and Building/s namely property taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property and building/s. Until the Society is formed and the said structure of the building/s or wings is transferred to it, the Purchaser shall pay to the Promoters provisional monthly contribution of Rs. 2.5/- per sqft on usable carpet area towards the maintenance only. The amounts so paid by the Purchaser to the Promoters shall not carry any interest and remain with the Promoters until a conveyance of the structure of the building or wing is executed in favour of the society as aforesaid. On such conveyance being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Flat) shall be paid over by the Promoters to the Society, as the case may be.

10. At the time of registration of conveyance of the structures of the building constructed in the said project, in the favour of each co-operative housing society or as the case may be, the Purchaser shall pay to the Promoters, the Purchasers' share of stamp duty and registration charges payable, by the said Society on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building. The Promoter shall execute the conveyance deed of the undivided proportionate land and common area in favour of the Association of Purchasers or the competent authority, as the case may be, after completion of the last building in the said project and the Purchaser shall pay to the Promoters, the Purchasers' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

11. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:

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

i. The Promoters has clear and marketable title with respect to the said property; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Promoters has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the said property or the Project;

iv. There are no litigations pending before any Court of law in respect to the said property;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said property and said buildings are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, said property and said buildings shall be obtained by following due process of law and the Promoters has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said property, Building and common areas;

vi. The Promoters 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;

vii. The Promoters has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Flat which will, in any manner, affect the rights of Purchaser under this Agreement;

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viii. The Promoters confirms that the Promoters is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of Purchasers the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchasers;

x. The Promoters have 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 said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoters in respect of the project land and/or the Project except those disclosed in the title report.

(b) The Promoters have informed to the Purchaser and the Purchaser is aware that as per the Scheme of Construction envisaged by the Promoters:

a) a.1) The Promoters intend to and are developing the said property to be known as "MAULI ANGAN".

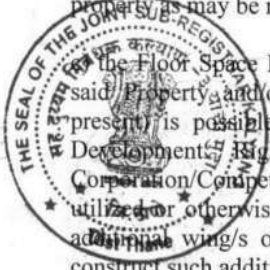
a.2) The Promoters are entitled to construct building consisting of Stilt + Ground + First Floor to Fourth Floor (Residential/ Commercial) on the said property as per the plans sanctioned in respect of the said property. The Said Buildings shall henceforth be collectively referred to as 'the said buildings'. Moreover, as per provisions of the D. C. Regulations, the Promoters intend to acquire either additional TDR in the form of FSI &/or additional FSI by paying premium to the Corporation/Competent Authority and consume and utilize the same on the said buildings.

b) the Promoters shall be at liberty and be entitled to amend the lay-out plan of the said property, as may be required by the Promoters at their sole discretion.

c) the Floor Space Index, by whatever name or form is increased (a) in respect of the said Property and/or additional construction (i.e. more than what is envisaged at present) is possible on the said Property or (b) either on account of Transfer of Development Rights &/or additional FSI by paying premium to the Corporation/Competent Authority (or in any other similar manner) available for being utilized or otherwise and/or if the Sanctioning Authorities permit the construction of additional wing/s or floors, then in such event, the Promoters shall be entitled to construct such additional wings/floors as per the revised building/s plans. The Purchaser expressly consents to the same as long as the total area of the said Flat is not reduced and the structure of the building is not changed.

d) the Promoters are having a scheme of Construction to be implemented on the said property. The commencement of construction, completion/possession etc of the buildings to be constructed on the said property will be spread over more than _____ years. The Purchaser declares and confirms that he is aware that the building in which the said Flat is located is to be developed by the Promoters have nothing to do with the ground area below the building and the FSI utilized in the building in which the said Flat is located and the ground area is not in proportion to each other and the Purchaser shall not be allowed to claim any further or other right to the area other than the said Flat. The Promoters have reserved unto themselves right to consume total FSI available and also further FSI if any that may be granted or available by reason of any increase in FSI and/or any change in the DCR from time to time till the conveyance is executed in favour of the all societies of the project. The Purchaser expressly consents to the same as long as the total area of the said Flat is not reduced and the structure of the building is not changed.

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e) The Promoters proposes to utilize any additional FSI that may be available to them either by way of Transfer of Development Right (TDR) or increase in F.S.I. due to changes in Development Rules or under any Law by constructing additional premises on the ground floor or additional floors on the building/s constructed by them or by constructing one or more separate building/s on the said property. The Promoters proposes to use/consume the aforesaid additional F.S.I. till the registration of the Society or any form of organization and execution of Conveyance in its favour;

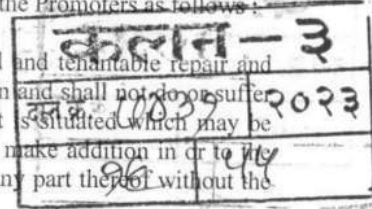
f) The Promoters have the right to display advertisements hoardings and other neon sign and advertisement materials on or over the terrace, parapet wall of the building with the right to grant permission to any person / firm of that choice and the Purchasers herein along with the other Purchaser will not raise any objection for the same.

g) The Promoters has clearly brought to the notice and knowledge of the Purchaser and the Purchaser is aware that the Promoters intend to complete the said buildings as per the sanctioned plans and permissions and the said property will be conveyed to such co-operative housing society/ Apex body as per the discretion of the Promoters and as and when the need arises and the above contents shall always form an integral part of further writings, deeds and documents including the final deed of conveyance and the same is clearly seen, verified and accepted by the Purchaser herein and accordingly the Purchaser has granted his/her express and irrevocable consent for the same and in terms of such contents the final Deed of Conveyance will be executed and registered.

Aforesaid conditions are of the essence of the contract and only upon the Purchaser agreeing to the said conditions, the Promoters have agreed to sell the said Flat to the Purchaser.

12. The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Flat may come, hereby covenants with the Promoters as follows :

i. To maintain the Flat at the Purchaser's own cost in good and tenatable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat 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 Flat is situated and the Flat it self or any part thereof without the consent of the local authorities, if required.



ii. Not to store in the Flat any goods which are of hazardous, combustible or inflammable nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Purchaser in this regard the Purchaser shall be liable for the consequences of the breach.



iii. To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoters to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenatable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in

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which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Flat without the prior written permission of the Promoters and/or the Society.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the project land and the building in which the Flat is situated.

vii. Pay to the Promoters within fifteen days of demand by the Promoters, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.

viii. 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 Flat by the Purchaser for any purposes other than for purpose for which it is sold.

ix. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Purchaser to the Promoters under this Agreement are fully paid up.

x. The Purchaser shall observe and perform all the rules and regulations which the Society or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Apex Body/Federation regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. In a conveyance of the structure of the building in which Flat is situated is executed in favour of Society, the Purchaser shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.

xii. The Purchaser shall not claim any deduction in the cost of his / her Flat on account of deletion of any item of construction as per his / her requirements, of the Purchaser in his / her Flat.

xiii. If Additional amenities are required by the Purchaser, then in that event the Purchaser agrees to pay in advance the cost of such additional amenities as per the estimate prepared by the Promoters or the Architect of the Promoters and his decision shall be final and binding.

xiv. It is also understood and agreed by and between the parties hereto that the open terrace, E.P, balcony, dry balcony, cup-board appurtenant to/or in front of or adjacent to the Flat in the said building, if any, shall be exclusively to the respective Purchasers of the said Flats and the same are intended for the exclusive use of the respective Flats Purchasers as shown in the Floor Plan.

xv. The Purchaser/s shall not keep pet animals like cat, dog, rabbit or any other animal in the said Flat and shall not use the passage and stair case passage area for feeding the pet animals.

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13. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Purchaser as advance or deposit, sums received on account of the share capital for the formation of the Co-operative Society or association or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

14. It is also agreed and understood that the Promoters will only pay the municipal tax for the unsold Flats and will not pay any maintenance charges like water, light etc., and the Promoters can sell the said Flat to any prospective buyers and then such prospective buyers will become the member of the society without paying any transfer premium or any other charges.

15. The Purchaser/s has/have seen the layout of the proposed building complex and has agreed and understood the common amenities like common roads, drainage, sewers, water pipe lines, street lights etc., shall be the common property and shall be available for common use by all the buyers of the premises in the said complex and accordingly the Purchasers of the premises in the said complex and the different common organization will have unrestricted right of way in common spaces, roads and laying of pipelines, telephone and electric cables, sewerage and drainage line etc.

16. It is specifically declared that if the Promoters provides the facility of bore well then the Promoters shall have full right and absolute authority to grant the water connection / supply to any adjoining buildings / societies and the Purchaser herein along with the other Purchasers shall not raise any objection for such grant of facility of bore well water and use of such bore well water by the Promoters for construction of other buildings in the adjoining properties.

17. It is brought to the notice of the Purchaser/s that the electric meters of all the Flat premises as well as the water meters will be in the name of the Promoters herein and the Purchaser/s and / or their society shall get the same transferred in their favour and the Promoters herein will grant the no objection as and when required.

18. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flats or of the said Plot and any part thereof. The Purchaser shall have no claim save and except in the said Flat hereby agreed to be sold to him and all open spaces, parking, balconies, staircases, terraces will remain the property of the Promoters until the structure of the building is transferred to the Society or other body and until the land is transferred to the Apex Body /Federation as hereinbefore mentioned.

19. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE
After the Promoters executes this Agreement he shall not mortgage or create on the said Flat 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 taken or agreed to take such Flat.

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

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booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat/plot/building, as the case may be.

22. RIGHT TO AMEND

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

23. 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 arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchasers of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

24. SEVERABILITY

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

25. 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 Project, the same shall be in proportion to the carpet area of the Flat to the total carpet area of all the Flats in the Project.

26. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

27. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter, through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoters and the Purchaser, in after the Agreement is duly executed by the Purchaser and the Promoters 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 Kalyan.

28. The Purchaser and/or Promoters shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.

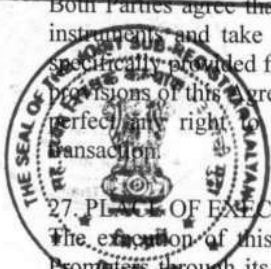
29. That all notices to be served on the Purchaser and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Promoters by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

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Name of Purchaser **MR. ASWINI KUMAR GOUDA**
(Purchaser's Address) 1403, Building No. 1, A-Wing, Evoke, Arcade Art, Vinay Nagar, Mira Road (East), Mira-Bhayandar, Thane-401107
Land Owner name **MR. ARVIND LALBAHADUR YADAV**
(Vendor Address) B-2/11, Kapure Estate, Nana Shankar Sheth Road, Opp. Central Bank, Dombivali (W), Dist- Thane- 421202
M/s confirming party name **M/S. MAULI ENTERPRISES**
(Developer Address) Mauli Enterprises, Bhagasheth heights Building, Near Manpada Petrol Pump, Kalyan Shil Road, Dombivali (East), Dist- Thane – 421203.

It shall be the duty of the Purchaser and the vendor 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 Promoters or the Purchaser, as the case may be.

30. JOINT PURCHASERS:

That in case there are Joint Purchasers all communications shall be sent by the Promoters 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.

31. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser.

32. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Concerned Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

33. 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 in force and the courts will have the jurisdiction for this Agreement.

34. It is hereby made clear that the furniture lay out, colour scheme, elevation trees garden lawns etc. shown on the pamphlet and literature are shown only to give overall idea to the Purchasers and the same are not agreed to be provided by the Promoters unless specifically mentioned and agreed in this agreement. The Promoters reserves the right to make changes in the Elevations, Designs and Colors of all the materials to be used at his sole discretion. In all these matters the decision of the Promoters are final and it is binding on the Purchasers.

35. This agreement shall always be subject to the provisions contained in Real Estate (Regulation and Development) Act, 2016, Rules and Regulations made there under.

FIRST SCHEDULE ABOVE REFERRED TO

All that piece and parcel of land bearing Survey No. 67/1/A, admeasuring 0H-13R-00P i.e. 1300 Sq.Mtrs ,lying, being and situate at Revenue Village Mangaon, Tal. Kalyan, Dist. Thane, within the limits of Kalyan Dombivali Municipal Corporation Kalyan and bounded as follows:

[Handwritten signatures]

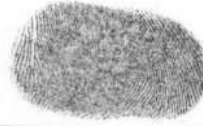
कलन-३	
दि. क्र. १४७	२०२३
२०	४४



On or towards East - Property of Namdeo Bhoir,
 On or towards West - Property of Hari Bhoir,
 On or towards North - Manpada – Umbharni
 On or towards South - Property of Namdeo Bhoir,

IN WITNESS WHEREOF the parties have set and subscribed their respective hands and seals to this writing on the day and the year first hereinabove mentioned.

SIGNED & DELIVERED
 by the within named Land Owner/Vendor
MR. ARVIND LALBAHADUR YADAV



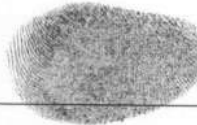
SIGNED & DELIVERED
 by the within named Purchaser
MR. ASWINI KUMAR GOUDA
 IN PRESENCE OF WITNESS:

Arvind
Aswini



SIGNED & DELIVERED
 by the within named Confirming Party/Developer
M/S MAULI ENTERPRISES
 Through its Partner
MR. BHANUDAS BALARAM PATIL

Bhanudas



1. Madhur
 2. *[Signature]*

कलन-३	
दल क्र. ७४३७	२०२३
२९	५५



SCHEDULE A

All that premises of Flat No. **109** of Carpet area admeasuring **22.96** Sq.Mtr on **First Floor, B-Wing** in the Building known as "**MAULI ANGAN**" constructed on property bearing Survey No. **67/1/A**, admeasuring **0H-13R-00P** i.e. **1300 Sq.Mtrs** , lying, being and situate at Revenue Village **Mangaon**, Tal. Kalyan, Dist. Thane, within the limits of Kalyan Dombivali Municipal Corporation Kalyan.

ANNEXURE A
(Title Certificate)

ANNEXURE B
(Authenticated copy of the Property card or 7/12 extracts)

ANNEXURE C-1
(Authenticated copy of the plans of the layout as approved by concerned local authority)

ANNEXURE C-2
(Authenticated copy of the plans of the layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE D
(Authenticated copies of the plans and specifications of the Flat agreed to be purchased by the Purchaser/s, as sanctioned and approved by the local authority)

ANNEXURE E
(Specifications and amenities for the Flat)

ANNEXURE F
(Authenticated copy of Registration certificate of the Project granted by Real Estate Regulatory Authority)

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दस्त क्र. ७४३९	२०२३
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RECEIPT

Received of and from the Purchaser above named the sum of **Rs.2,50,000/- (Rupees Two Lakhs Fifty Thousand Only)** on execution of this agreement towards Earnest Money deposit or application fee.

Serial No.	Dated	Bank Name	IMPS Ref. No.	Amount
1.	24/04/2023	HDFC Bank	311414121966	Rs. 1,24,500/-
2.	24/04/2023	HDFC Bank	311414125734	Rs. 500/-
3.	26/04/2023	HDFC Bank	311610158551	Rs. 75,000/-
4.		-	Cash	Rs. 50,000/-

Total – **Rs. 2,50,000/-**

We say received



Vendor's signature

कलन-३	
दस्ता क्र. ७४३९	२०२३
२३	५५





Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT

FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number :
P51700033171

Project: MAULI ANGAN , Plot Bearing / CTS / Survey / Final Plot No.:S.NO. 44/1 PT. OLD, 67 NEW HISSA NO. 1A
at Mangaon, Kalyan, Thane, 421204:

1. Mauli Enterprises having its registered office / principal place of business at Tehsil: Kalyan, District: Thane, Pin:
421204.

2. This registration is granted subject to the following conditions, namely:-

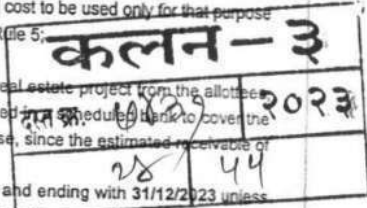
- The promoter shall enter into an agreement for sale with the allottees;
- The promoter shall execute and register a conveyance-deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
- The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;

OR

That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees from time to time, shall be deposited in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

- The Registration shall be valid for a period commencing from 09/02/2022 and ending with 31/12/2023 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under.
- That the promoter shall take all the pending approvals from the competent authorities

3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.



Signature valid
Digitally Signed by,
Dr. Vagan Pramanand Prabhu
(Secretary, MahaRERA)
Date:09-02-2022 15:24:01

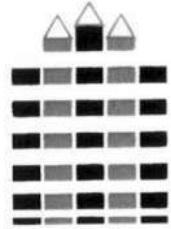
Dated: 09/02/2022
Place: Mumbai

Signature and seal of the Authorized Officer
Maharashtra Real Estate Regulatory Authority

Builders & Developers

Add: Shop No. 1, Bhagashet Heights Bldg.,
Near Manpada Petrol Pump, Manpada Village,
Dombivli (E).

MAULI
ENTERPRISES



ALLOTMENT LETTER

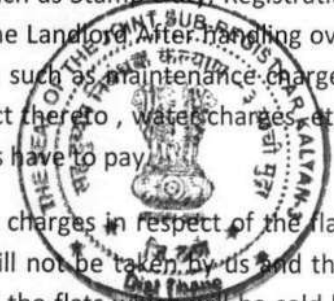
We, the undersigned, the of **M/S. MAULI ENTERPRISES** hereby state that vide a Development Agreement dated **27/02/2019** vide Regd. No. **KLN-1-1909-2019**, We have acquired the property bearing Survey No. **67** Hissa No. **1A** admeasuring **325** Sq.Mtrs., lying, being & situated at Revenue Village **Mangaon**, within the limits of registration office Thane- Sub Registration Office – Kalyan, belonging to **MR. ARVIND LALBAHDUR YADAV**, wherein We have agreed to allot him certain flats being the consideration of assignment of development rights, which are as follows :

Possession of the said Flats will be handed over within Months after obtaining Commencement Certificate from the Competent Authorities. In case the Landlords prefer to sell the Flats allotted to the Third Party, the Tri-Party Agreement will be made in favour of the end-purchaser. The amenities to be provided in the said Flats will be as per Annexure – List of Amenities annexed hereto.

Agreement for Allotment of respective Flats will be executed between **M/S. MAULI ENTERPRISES** and the respective Landlord and registered in the Office of the Sub-Registrar Kalyan and the expenses relating to the said agreements such as Stamp Duty, Registration Fees, VAT, Cess, legal fees, etc. will be borne and paid by the Landlord. After handing over the possession the landlord has to pay to us, the expenses such as maintenance charges, installation of electric connection and electric bills in respect thereto, water charges, etc., being the occupier of the said flats as the general purchasers have to pay.

However installation of electric connection and the society charges in respect of the flats which the landlord prefers to occupy for their residence will not be taken by us and that will be taken from the prospective purchasers in respect of the flats which will be sold by the landlord to the prospective purchasers or will be borne by **M/S. MAULI ENTERPRISES**.

करना - ३	
दस्त क्र. 0839	2023





1. _____
2. _____
3. _____
4. _____
5. _____