

Ward No. : H Ward  
Village : DOMBIVALI  
Office Area : 13.17 sq.mt Carpet Area  
Actual Value : Rs. 13,56,000 /-  
Market Value : Rs.11,56,853/-

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| कलन-३           |      |
| दस्ता क्र. २३३३ | २०१८ |
| ३               | १०४  |

AGREEMENT FOR SALE

THIS AGREEMENT MADE AT DOMBIVLI ON THIS 21<sup>st</sup> DAY OF March 2018.

BY AND BETWEEN

M/s. SUNRISE DEVELOPERS, a partnership firm, having its office at Shop no 1, Matrusmruti Apartment, Karve Road, Dombivli (West), District Thane through its Partner Mr. Mangesh Bhaurao Harne, Age- 49 years, PAN CARD NO.ACJFS2575B hereinafter called and referred to as the **Promoters** (which expression shall unless it be repugnant to the context or meaning thereof mean and include the partners constituting the said firm, their heirs, legal representatives, executors and administrator) being the Party of the First Part.

AND

Mr. Balasaheb Tulshiram Jondhale, Aged 49 Years, occupation- Service, having Pan No. ADSPJ7869E Residing at, 15, Kadambari HSG. SO. Devi Chowk, Near Ideal Academy, Shashtrinagar, Dombivli (West) hereinafter referred to as "**The ALLOTTEE/ PURCHASER/S**" (which expression shall mean and includes his/her/their heirs, successors, executors, administrators, and assigns etc. executors, administrators and assigns) OF THE OTHER PART.

**WHEREAS** all those pieces and parcels of land lying, being and situate at village Dombivali, Taluka Kalyan, District Thane, within the limits of Kalyan Dombivli Municipal Corporation are owned by the persons detailed as under:



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| कलन-३              |                 |
| दस्तावेज क्र. २३३३ | २०१८            |
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Building Commencement Certificate No. KDMC / NRV / BP / DOM / 2013 / 14 / 42/334 dated 05/01/2017.

AND WHEREAS the Promoter have also got the project land existing Non - Agriculture use as per the Property Cards of the said land issued by T.I.L.R, Kalyan, Dist. Thane.

AND WHEREAS in pursuance to the sanctioned and revised sanctioned plans, the Promoters are entitled to commence, carry out the construction work of the above referred buildings on the project land more particularly described in the Schedule hereunder written.

AND WHEREAS the Promoters has further intended to get the said plans and specification revised, change of use, renewed and altered for consumption of remaining floor space index, transfer of development rights, staircase FSI and all other permissible to be used and utilized on the said property as may be granted by the Kalyan Dombivli Municipal Corporation from time to time [ without disturbing the Apartment/shop/office allotted to the Allottee/ Purchaser] and further the Promoters have given the clear inspection of the plans and specifications to the Allottee/Purchasers herein as regards the existing sanctioned buildings and the further proposed buildings along with modifications, revisions and expansions therein to be constructed on the said property and have clearly brought to the notice and knowledge of the Allottee/Purchaser herein that the following buildings will have additional floors by availing permitted increases in floor space index, transferable development rights and other sanctions and approvals from time to time floor space index and for the sake of brevity, good order and record the said buildings with further expansions and extensions are shown on the plan annexed hereto and clearly brought to the notice and knowledge of the Allottee/Purchaser herein.

AND WHEREAS the Promoters have further intended to get the said plans and specification revised, renewed and altered by amalgamating certain adjacent and abutting properties thereto from time to time, [with prior consent of Allottee/Purchaser.

AND WHEREAS the Promoters declare that the above referred agreement, permissions & sanctions are in force and subsisting till date

AND WHEREAS the Promoters in terms of the above agreement, sanctions and approvals is entitled to develop the said property and carry out the construction of the proposed buildings in the scheme of construction in phase wise manner on the above said property by amalgamating the said



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कलन-३

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| CTS NO       | New S. No. | H. No.    | Area Mts. | Name of owners                  |
|--------------|------------|-----------|-----------|---------------------------------|
| 1493 to 1506 | 21         | 1/8/9 (p) | 743.10    | Anusuya Sukhdeo Shinde & Others |
| TOTAL        |            |           | 743.10    |                                 |

AND WHEREAS the Anusuya Sukhdeo Shinde and others being the Owners of CTS No. 1493 to 1506, Survey No. 21, Hissa no 1/8/9(P) admeasuring 743.10 sq meters by and under the (1) Development Agreement dated 02/02/2006, duly registered with the office of Sub-Registrar, Kalyan -III under serial No. 00441/2006 dated 02/02/2006 and Power of Attorney dated 02/02/2006 duly registered with the office of Sub - Registrar, Kalyan - III under serial No. 00442/2006 dated 02/02/2006, from Shakuntala Shantaram Mane & 2 Others (2) Development Agreement dated 25/03/2009, duly registered with the office of Sub-Registrar, Kalyan -III under serial No. 01577/2009 dated 25/03/2009 and Power of Attorney dated 25/03/2009 duly registered with the office of Sub - Registrar, Kalyan - III under serial No. 01578/2009 dated 25/03/2009, from Anusaya Sukhdeo Shinde & 6 Others (3) Development Agreement dated 25/03/2009, duly registered with the office of Sub-Registrar, Kalyan -III under serial No. 01579/2009 dated 25/03/2009 and Power of Attorney dated 25/03/2009 duly registered with the office of Sub - Registrar, Kalyan - III under serial No. 01580/2009 dated 25/03/2009, from Smt. Yamunabai Jagannath Kadam & 1 Other (4) Development Agreement dated 26/12/2011, duly registered with the office of Sub-Registrar, Kalyan -III under serial No. 10941/2011 dated 26/12/2011 and Power of Attorney dated 26/12/2011 duly registered with the office of Sub - Registrar, Kalyan - III under serial No. 10942/2011 dated 26/12/2011, from Kishor Namdeo Katkar & 4 Others (5) Development Agreement dated 04/12/2010, duly registered with the office of Sub-Registrar, Kalyan -III under serial No. 08106/2010 dated 04/12/2010 and Power of Attorney dated 04/12/2010 duly registered with the office of Sub - Registrar, Kalyan - III under serial No. 08107/2010 dated 04/12/2010, from Lata Baban Rawar & Others.

AND WHEREAS all the above portions of land totally admeasuring about 743.10 sq. meters and the Promoters have submitted the plans for sanction and approval by amalgamating the above pieces and parcels of land and accordingly the Kalyan Dombivli Municipal Corporation by & under the

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| and to enter into Agreement/s with the Allottee/s of the office to receive the sale consideration in respect thereof. |           |

AND WHEREAS the Promoters shall/has follow the requisite procedure under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority.

AND WHEREAS on demand from the Allottee/Purchaser, the Promoters has given inspection to the Allottee/Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects M/s. RACHANA ARCH 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.

AND WHEREAS, the Promoters/Developers have also appointed as Structural Engineers M/s. Shanti Consultants for the preparation of the structural design and drawing of the building and the Promoters/Developers accepts the Professional Supervision of the said Architect and the Structural Engineer till the completion of the building.

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoters, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoters to the project land on which the Premises are constructed or are to be 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-1.

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-2.

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



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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 Building and the aforesaid fact of such stage of progress of construction work, building wise, phase wise completion is also disclosed and brought to the notice and knowledge of the Allottee/Purchaser herein.

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 building 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.

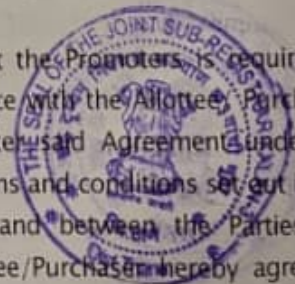
AND WHEREAS the Promoters have accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Allottee/Purchaser has applied to the Promoters for allotment of ~~Apartment / Shop / Office / Unit~~ being No. 106 on 1<sup>st</sup> floor, being constructed on the said property described in the Schedule hereunder written being the said premises.

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 Allottee/Purchaser has paid to the Promoters a sum of Rs. 50,000/- (Rupees. Fifty Thousand Only), being part payment of the sale consideration of the office agreed to be sold by the Promoters to the Allottee/ Purchaser as advance payment or Application Fee (the payment and receipt whereof the Promoters both hereby admit and acknowledge) and the Allottee/Purchaser has 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 office with the Allottee/ 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 agrees to sell and the Allottee/Purchaser hereby agrees to purchase the said office.



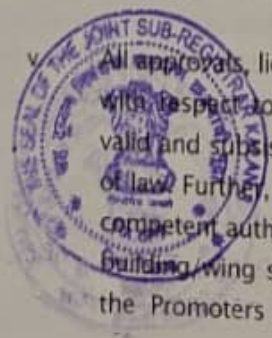
*[Signature]*

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 12. At the time of registration of conveyance or Lease of the structure of the building, the Allottee/Purchaser shall pay to the Promoters, the Allottee/Purchasers' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the project land, the Allottee/Purchaser shall pay to the Promoters, the Allottee/Purchasers' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease 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.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:- The Promoters hereby represents and warrants to the Allottee/Purchaser as follows:

- i. The Promoters has clear and marketable title with respect to the project land; 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 requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report
- iv. There are tenant litigations pending before Court of law with respect to the project land.



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Purchaser shall pay to the Promoters such proportionate share of outgoings as may be determined. The Allottee/Purchaser further agrees that till the Allottee/Purchaser's share is so determined the Allottee/ Purchaser shall pay to the Promoters provisional monthly contribution of Rs.3.00 per sq.ft per month towards the outgoings. The amounts so paid by the Allottee/Purchaser to the Promoters shall not carry any interest and remain with the Promoters until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Society or the Limited Company, as the case may be.

10. The Allottee/Purchaser shall on or before delivery of possession of the said office keep deposited with the Promoters, the following amounts:-

- (i) Rs. 600/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) Rs. 3000/- for formation and registration of the Society or Limited Company/Federation/ Apex body
- (iii) Rs. NIL for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company /Federation/Apex body.
- (iv) Rs.3/- per sq.ft per month for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company /Federation/ Apex body.
- (v) Rs. 5000/- For Deposit towards Water, Electric, and other utility and services connection charges.
- (vi) Rs. NIL for deposits of electrical receiving and Sub Station provided in Layout.

11. The Allottee/Purchaser shall pay to the Promoters a sum of Rs. 15,000/-for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoters in connection with formation of the said Society or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.



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| प्रा. क्र.             | 92         |
| दिनांक                 | 20/02/2022 |
| M/S Sunrise Developers |            |

Pay order to be drawn in favour to

A/C No. : 54801010001766

IFSC CODE : SYNB0005480

Bank: Syndicate Bank.

- 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, 12% GST 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 said office.
- 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 Allottee/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 Allottee/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 Allottee/Purchaser by discounting such early payments @ 3 % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/Purchaser by the Promoters.



1(g) The Promoters shall confirm the final carpet area that has been allotted to the Allottee/Purchaser after the construction of the Building is complete and the Completion certificate/ occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation of 3 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



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1(b) Thus total aggregate consideration amount for the said Apartment /Shop /Office/basement including garages/covered parking spaces is Rs.13,56,000/- (Rupees. Thirteen Lakh Fifty Six Thousand Only).

1(c) The Purchaser/s hereby agree to pay to the Promoters/ Developers the total amount of purchase price of Rs. 13,56,000/- (Rupees. Thirteen Lakh Fifty Six Thousand Only) to be paid to the Promoters/ Developers in the following manner.

| Sr. No. | Particulars   | Amount in Percentage |
|---------|---|----------------------|
| 1       | At the time of booking of said office.  | 10%                  |
| 2       | At the time of execution & registration of agreement  | 10%                  |
| 3       | After completion of Plinth  | 10%                  |
| 4       | After completion of the First, Second, Third & Fourth Slab  | 15%                  |
| 5       | After completion of the Fifth, Sixth, Seventh & Eighth Slab   | 15%                  |
| 6.      | After completion of the walls, internal plaster, Flooring & Windows & fixing and plumbing work  | 15%                  |
| 7.      | After completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level   | 5%                   |
| 8.      | After completion of external plumbing & external plaster, elevation, terraces with waterproofing of the building  | 10%                  |
| 9.      | After completion Lifts, water pumps, electrical fittings, electro, mechanical & environment requirements, entrance lobbies, plinth protection, paving of areas appertain. | 5%                   |
| 10.     | At the time of handing over the possession of the office on or after receipt of building completion certificate.  |                      |
|         | Total   | 100%                 |



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सुधारित बांधकाम परवानगी (भाडेकर व्याप्त क्षेत्र सह)  
(२१६.०० चौ.मी. इ.वि.ड. क्षेत्रासह)

क्र.कडोमस/नरीवि/बां.प/डों.वि/२०१३-१४/४२/३३४

कल्याण डोंबिवली महानगरपालिका, कल्याण

दिनांक - ५/११/२०१६

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| दस्ता. २९३३ | २०१६ |
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प्रति,  
श्रीमती. अनुसया एस्. शिंदे व इतर  
कु.मु.प.धा. श्री.मणेश भाऊराव हरणे  
व्याज-सौ.धनश्री भोसले (वास्तु.), डोंबिवली(पु)  
स्ट्रक्चरल इंजिनियर- श्री अरविंद पटेल (मे.शांती कन्सल्टंट), डोंबिवली.

विषय - सि.स.नं.१४९३ ते १५०३, २५२४, मौजे-डोंबिवली शहर(प) येथे  
सुधारित बांधकाम करण्याच्या मंजूरीबाबत.

- संदर्भ- १) आपला दि.०९/१२/२०१६ रोजीचा सौ.धनश्री भोसले (वास्तु.), डोंबिवली(पु.)  
यांचे मार्फत सादर केलेला अर्ज क्र.३३२२०.  
२) बांधकाम परवानगी क्र.कडोमस/नरीवि/बां.प/डों.वि/२०१३-१४/४२/६,  
दि.०३/०४/२०१४.

महाराष्ट्र प्रादेशिक व नगरपालिका अधिनियम १९६६ चे कलम ४४ तसेच म.प्र. व न.प्र. अधिनियम १९६६ चे  
कलम ४५ नुसार सि.स.नं.१४९३ ते १५०३, २५२४, मौजे-डोंबिवली शहर(प) मध्ये ७४३.१० चौ.मी. क्षेत्रावर  
(भाडेकर व्याप्त क्षेत्र सह) २१६.०० चौ.मी. इ.वि.ड. क्षेत्रासह एकूण १३२६.४३ चौ.मी. क्षेत्राच्या पुढेकार्याचा विकास करण्यास  
नुसई प्रादेशिक महानगरपालिका अधिनियम १९४१चे कलम २५३ अन्वये बांधकाम करण्यासाठी केलेल्या दिनांक ०९/१२/२०१६  
च्या अर्जास अनुसमन पुढील शर्तीस अधिन गृहण तुमच्या मालकीच्या जागेत हिरव्या रंगाने दुरुस्ती दाखवित्वाप्रमाणे  
रहिवास + वाणिज्य इमारतीचा बांधकामाबाबत, 'सुधारित बांधकाम परवानगी' देण्यात येत आहे. इमारतीच्या व जागेच्या मालकी  
हक्कासंदर्भात कुठलाही वाद निर्माण झाल्यास त्यात सर्वस्वी आपण जबाबदार राहल या अटीवर हे सुधारित बांधकाम परवानगी  
देण्यात येत आहे.

इमारत - तळघर + पहिला मजला ते पाचवा मजला + सहावा मजला(पै.) (रहिवास + वाणिज्य)

  
नगररचनाकार, (डों.वि.)

कल्याण डोंबिवली महानगरपालिका, कल्याण

- हे सुधारित बांधकाम परवानगी दिल्याचे तारखेप्रमाणे एक वर्षांपर्यंत वैध असेल, नंतर पुढील वर्षासाठी मंजूरीपत्राचे नूतनीकरण  
मुदत संपण्याआधी करणे आवश्यक आहे. नूतनीकरण करताना किंवा नवीन परवानगी घेताना त्यावेळी अस्तित्वात आलेल्या  
नियमांच्या व निवोजित विकास योजने अनुषंगाने छावनी करण्यात येईल.
- नकाशात हिरव्या रंगाने केलेल्या दुरुस्त्या आपल्यावर बंधनकारक राहतील.
- बांधकाम चालू करण्यापूर्वी सात दिवस आधी महापालिका कार्यालयास लेखी कळविण्यात यावे.
- ही परवानगी आपल्या मालकीच्या कब्जातील जमीनीव्यतिरिक्त अन्य जमीनीवर बांधकाम/विकास करण्यास हक्क देत नाही
- इमारतीचे बांधकाम या सोबतच्या मंजूर केलेल्या नकाशाप्रमाणे आणि चालू दिलेल्या अटीप्रमाणे करावे येईल.
- वाढीस व जोत्याचे बांधकाम झाल्यानंतर वास्तुशिल्पकारांचे, मंजूर नकाशाप्रमाणे वाढीस व जोत्याचे बांधकाम केल्या-  
बाबतचे प्रमाणपत्र महानगरपालिकेस सादर करण्यात यावे, व ते या कार्यालयाकडून तपासून घेऊन "जोला पूर्णत्वाचा दाखल"  
देण्यात यावा व त्यानंतरच पुढील बांधकाम करण्यात यावे.
- सादर अभिन्यासात कोणत्याही प्रकारचा फेरफार पूर्वं परवानगी घेतल्याशिवाय करू नये, तसे केल्याचे आढळून आल्यास सादरचे  
बांधकाम प्रारंभ प्रमाणपत्र रद्द झाले असे समजण्यात येईल.
- इमारतीच्या बांधकामाच्या सुरक्षिततेची (स्ट्रक्चरल सेफ्टी) जबाबदारी सर्वस्वी आपण घ्यावी व त्याबाबत विस्तार  
पाचवेर राहिल.
- नकाशात दाखविलेल्या गाळ्यांच्या संख्येमध्ये व नियोजनामध्ये पुढीलप्रमाणे बदल करू नये व त्यांच्या हददीत  
इमारती भोवती मोकळ्या सोडावयाच्या जागेत बदल करू नये. त्यामध्ये कोणत्याही प्रकारचे बांधकाम करू नये.
- नागरी जमीन कमाळ मर्यादा अधिनियम १९७६ मधील तरतूदी प्रमाणे जागा मर्यादा घेतल्यास इमारत सर्वस्वी जबाबदारी  
आपलेवर राहिल.
- भूखंडाकडे जाण्या-येण्याच्या मार्गाची जबाबदारी संपूर्णपणे आपलेकडे राहिल व कोणत्याही प्रकारचे बांधकाम नियोजित रस्त्याप्रमाणे  
दिले असल्यास त्या रस्त्याचे काम महानगरपालिकेच्या सोयी प्रमाणे व प्राजायत्याप्रमाणे केले जाईल व तसा रस्ता होईपर्यंत  
इमारतीकडे जाणाऱ्या वेगाच्या मार्गाची जबाबदारी सर्वस्वी आपली राहिल.



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| कलन-३           |      |
| दस्ता क्र. २३३३ | २०१८ |
| ३१०             | १००  |

FIRST SCHEDULE  
Description of the property

All those pieces and parcels of land lying, being and situate at village DOMBIVALI, Taluka Kalyan, District Thane, within the limits of the Kalyan Dombivli Municipal Corporation bearing:

| CTS NO. No. | New S. No. | H. No.       | Area Mts. | Name of owners                    |
|-------------|------------|--------------|-----------|-----------------------------------|
| 1493TO1506  | 21         | 1/8/9<br>(p) | 743.10    | Anusuya Sukhdeo Shinde and Others |
| TOTAL       |            |              | 743.10    |                                   |

Deducting there from an area admeasuring 69.50 sq. meters is affected by road widening.

THE SECOND SCHEDULE OF THE PROPERTY:

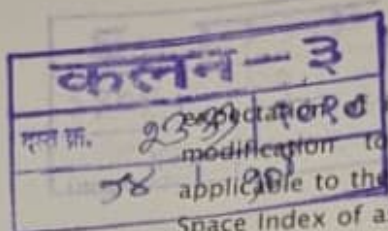
Office No. 106 on 1<sup>st</sup> floor, office area admeasuring 13.17 sq.mt Carpet in Sunrise Galaxy inclusive of balconies, together with the right to use, occupy and possess the area of flower beds, cupboards, dry balconies if any, along with open terrace situate at village Dombivali, Taluka Kalyan, District Thane bearing Survey No. 21, Hissa No 1/8/9(Part), CTS no 1493 to 1506 and as shown on the floor plan thereof hereto annexed.

| Office No | Carpet Area (sq.mt) | Balcony Area (sq.mt) | Total Area (sq.mt) |
|-----------|---------------------|----------------------|--------------------|
| 106       | 10.90               | 2.27                 | 13.17              |

- On or towards East : Sai Paradise Building.  
On or towards West : Rupee Bank  
On or towards North : Asawari Society  
On or towards South : Road



*Signature*



increased FSI which may be available in future on Development Control Regulations, which are applicable to the said Project. The Promoters has disclosed the Floor Space Index of as proposed to be utilized by him on the project land in the said Project and Allottee/Purchaser has agreed to purchase the said office based on the proposed construction and sale of office 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 project and handing over the said office to the Allottee/Purchaser, the Promoters agrees to pay to the Allottee/Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/Purchaser, for every month of delay, till the handing over of the possession. The Allottee/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 Allottee/Purchaser to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee/Purchaser(s) to the Promoters.

4.2 Without prejudice to the right of Promoters to charge interest in terms of sub clause 4.1 above, on the Allottee/Purchaser committing default in payment on due date of any amount due and payable by the Allottee/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 Allottee/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 Allottee/Purchaser, by Registered Post AD at the address provided by the Allottee/Purchaser and mail at the e-mail address provided by the Allottee/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 Allottee/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.



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कलन-३  
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**FLOOR PLAN**  
**FIRST**

BUILDERS & DEVELOPERS  
**SUNRISE DEVELOPERS**  
 DOMBIVLI (M)

\*\* SUNRISE GALAXY \*\*

DESCRIPTION OF PROPOSAL & PROPERTY  
 PROPOSED BUILDING ON PLOT BEARING C.T. NO. 1483 TO 1486 OF MCGHE COMBELL TAL. KANHAN



PREPARED BY  
 SURESH/SMT. BALASARASWATI S. SURESH

PROJECT NO. 106

*Jonchale*

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| कलन-३      |             |
| दस्ता क्र. | २३३३ / २०१८ |
| एय         | १०६         |

**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 :  
P51700007650

Project: **Sunrise Galaxy, Plot Bearing / CTS / Survey / Final Plot No.: 1493 TO 1506 at DOMBIVLI, Kalyan, Thane,**

**421202.**

1. **Sunrise Developers** having its registered office / principal place of business at **Tehsil: Kalyan, District Thane, Pin: 421202.**

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 (l) 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 scheduled 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 17/08/2017 and ending with 31/01/2020 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. Vagant Pramanand Prabhu  
(Secretary, MahaRERA)  
Date: 8/17/2017 6:57:14 PM

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

Dated: 17/08/2017  
Place: Mumbai



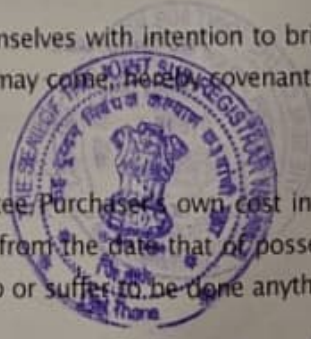
कलन-३  
 दफ्त. क्र. २३३३ २०१८  
 २९ १०/११

compliance with all applicable laws in relation to the Project, project land, Building/wing 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 Allottee/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 office which will, in any manner, affect the rights of Allottee/ Purchaser under this Agreement;
- viii. The Promoters confirms that the Promoters is not restricted in any manner whatsoever from selling the said office to the Allottee/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 Allottee/Purchasers the Promoters shall handover lawful, vacant, peaceful, physical possession of the common area as of the Structure to the Association of the Allottee/Purchasers;
- x. The Promoters has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the 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.

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

- i. To maintain the said office the Allottee/Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the office is taken and shall not do or suffer to be done anything in



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21/03/2018

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. कल्याण 3

दस्त क्रमांक : 2333/2018

नोंदणी :

Regn:63m

## गावाचे नाव : 1) डोंबिवली (जुनी)

| (1)विलेखाचा प्रकार  | करारनामा   |
|---|--|
| (2)मोबदला   | 1356000  |
| (3) बाजारभाव(भाडेपट्टयाच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)   | 1156852.8  |
| (4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)  | 1) पालिकेचे नाव:कल्याण-डोंबिवली इतर वर्णन : इतर माहिती: मीत्रे डोंबिवली विभाग क्र. 3/19 दर रु 73200 स.न. 21,हिस्सा न. 1/8/9,मी टी एम.न. 1493 ते 1506 वरील सन राडव गॅलव्ही मधील कार्यालय क्र. 106,पहिला मजला,क्षेत्र 13.17. चौ मी.कारपेट( ( Survey Number : 21 ; HISSA NUMBER : 1/8/9 ; ) ) |
| (5) क्षेत्रफळ   | 1) 13.17 चौ.मीटर   |
| (6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.   |  |
| (7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता. | 1): नाव:-सनराडव डेव्हलपर्स तर्फे भागीदार मंगेश भा. हरणे -- वय:-49; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: मातृस्मृती अपार्टमेंट, ब्लॉक नं: 1, रोड नं: कर्वे रोड, डोंबिवली प., महाराष्ट्र, THANE. पिन कोड:-421202 फॅन नं:-ACJFS2575B   |
| (8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता                    | 1): नाव:-बाळासाहेब तुळशीराम जोधळे -- वय:-49; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: कादबरी सोसायटी, ब्लॉक नं: 15, रोड नं: देवी चौक, ब्राह्मी नगर, डोंबिवली प., महाराष्ट्र, THANE. पिन कोड:-421202 फॅन नं:-ADSPJ7896E  |
| (9) दस्तऐवज करून दिल्याचा दिनांक  | 21/03/2018   |
| (10)दस्त नोंदणी केल्याचा दिनांक   | 21/03/2018   |
| (11)अनुक्रमांक,खंड व पृष्ठ  | 2333/2018  |
| (12)बाजारभावाप्रमाणे मुद्रांक शुल्क   | 81400  |
| (13)बाजारभावाप्रमाणे नोंदणी शुल्क   | 13600  |
| (14)शेरा  |  |

सह दुय्यम निबंधक वर्ग-२ कल्याण क्रं-३

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

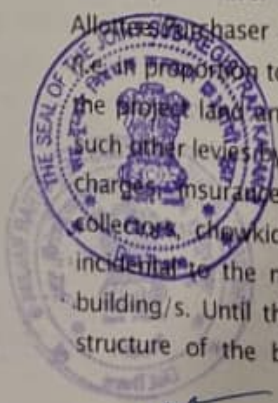
(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



कलन-३  
 दस्ता क्र. २३३३ २०१८  
 १९/१०/१९

assignment shall not prejudice or cause any hardship, obstruction and hindrance to the Promoters in exercising all the right, title, interest, powers and authorities vested in them in respect of the said entire property, the future course of construction, along with increases, incentives in use, utilization, consumption of the floor space index as may be permitted by the municipal and planning authorities in respect of the entire property and every part thereof as well as their absolute right to sell such additional Apartments/shop/office/ units to any intending Allottee/Purchaser, enter into agreement, receive and appropriate the sale proceeds thereof and to nominate such Allottee/Purchaser to the membership of the existing cooperative housing society or association or limited company as the case may be without any recourse and consideration to the Allottee/Purchaser, the cooperative housing society or association of limited company as the case may be. It is clearly agreed and assured by the Allottee/Purchaser that the Allottee/Purchaser is aware of the said contents and fact thereof and in confirmation thereof has granted his express and irrevocable consent for the same.

- 9.2. The Promoters shall within three months of registration of the society or Association or limited Company, as aforesaid, cause to be transfer to the society or Association or limited Company, all the rights, title and the interest of the Vendor/lessor, Original owner/Promoters and/or the owners in the said structure of the building or wing in which the said office is situated.
- 9.3. The Promoter shall, within three months of registration of the Federation/Apex Body of the Societies or limited company, as aforesaid, cause to be transfer to the Federation/Apex Body all the rights, title and the interest of the Vendor/lessor, Original owner/Promoters and/or the owners in the project land on which the building with multiple wings or buildings are constructed.
- 9.4. Within 15 days after notice in writing is given by the Promoters to the Allottee/Purchaser that the office is ready for use and occupancy, the Allottee/Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the office) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee



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| कलन-३      |      |
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and return to the Promoters within seven days of the same being forwarded by the Promoters to the Allottee/Purchaser, so as to enable the Promoters to register the common organization of Allottee /Purchaser. No objection shall be taken by the Allottee /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 Cooperative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The Promoters shall take into consideration the factual aspect as regards the administration, management of day to day affairs of the constructed and completed building and shall form a time frame policy for formation and registration of the cooperative housing society or association or limited and till such time shall call upon the Allottee/Purchasers who have acquired the office to form an ad-hoc committee for carrying out the day to day administration and management of the said building in which the said office is situated and shall render their sincere and utmost co-operation to such ad-hoc committee till the formation and registration of the society or association or limited company.

- 9.1 The Promoters after formation and registration of such ad-hoc committee, its administration and management and with the cooperation and support of the Allottee/Purchasers in the building/s shall form and register the cooperation housing society or association or limited company and within three months of such registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Owners in the said structure of the Building or wing in which the said office is situated and further the Promoters shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Owners in the project land on which the building with multiple wings or buildings are constructed.

It is clearly brought to the notice and knowledge of the Allottee/Purchaser herein that such formation of cooperative housing society or association or limited company and further its transfer of the building and the land underneath it shall always be executed by reserving the overall right, title, interest, possession, increases and incentives in future floor space index and proposed expansion in the scheme of construction as well tangible and intangible benefits, privileges, advantages accrued or to be accrued to the Promoters herein in the entire scheme of construction and such stipulations, covenants, rights and interest shall form an integral part of such transfer and assignment. It is further clearly brought to the notice and knowledge of the Allottee/Purchaser herein that such transfer and



*Jonchaleo*



- documentation on part of the Promoters. The Allottee/Purchaser agrees) to pay the maintenance charges as determined by the Promoters or association of Allottee/Purchasers, as the case may be. The Promoters on its behalf shall offer the possession to the Allottee/Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.
- 7.2 The Allottee/Purchaser shall take possession of the said office within 15 days of the written notice from the Promoters to the Allottee/Purchaser intimating that the said office are ready for use and occupancy.
- 7.3 Failure of Allottee/Purchaser to take Possession of Said office upon receiving a written intimation from the Promoters as per clause 7.1, the Allottee/Purchaser shall take possession of the said office from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the said office to the Allottee/Purchaser. In case the Allottee/Purchaser fails to take possession within the time provided in clause 7.1 such Allottee/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 said office to the Allottee/Purchaser, the Allottee/Purchaser brings to the notice of the Promoters any structural defect in the office or the building in which the office is 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 his own cost and in case it is not possible to rectify such defects, then the Allottee/Purchaser shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act.
8. The Allottee/Purchaser shall use the said office or any part thereof or permit the same to be used only for purpose of which it is sanctioned and approved by the municipal authorities. He shall use the garage or parking space only for purpose of keeping or parking vehicle.
9. The Allottee/Purchaser along with other Allottee/ Purchaser(s) of office in the building shall join in forming and registering the Co-operative Housing Society or Association or a Limited Company 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 or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign



*Sanchari*

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| कलन-३              |      |
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Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee/Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoters) within a period of thirty days of the termination, the installments of sale consideration of the office which may till then have been paid by the Allottee/Purchaser to the Promoters.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular details to be provided by the Promoters in the said building and the office as are set out in Annexure 'E', annexed hereto.
6. The Promoters shall give possession of the said office to the Allottee/Purchaser on or before 31<sup>st</sup> day of January 2020. If the Promoters fails or neglects to give possession of the office to the Allottee/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 Allottee/Purchaser the amounts already received by him in respect of the office 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 if time for giving delivery of said office on the aforesaid date, if the completion of building in which the office is to be situated is delayed on account of

- i) Non-availability of steel, cement, Sand other building materials, or electric supply.;
  - ii) War, civil commotion or Act of God;
  - iii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- 7.1 Procedure for taking possession: - The Promoters, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/Purchaser as per the agreement shall offer in writing the possession of the said office to the Allottee/Purchaser in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoters shall give possession of the said office to the Allottee/Purchaser. The Promoters agrees and undertakes to indemnify the Allottee/ Purchaser in case of failure of fulfillment of any of the provisions,

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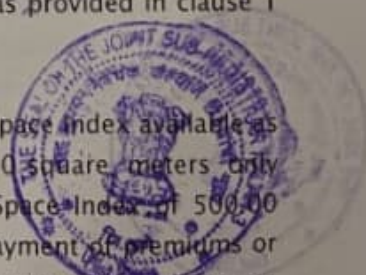
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shall refund the excess money paid by Allottee/Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/Purchaser. If there is any increase in the carpet area allotted to Allottee/Purchaser, the Promoters shall demand additional amount from the Allottee/Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

- 1(h) The Allottee/Purchaser authorizes the Promoters to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoters may in its sole discretion deem fit and the Allottee/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 office to the Allottee/Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the office.
- 2.2 Time is essence for the Promoters as well as the Allottee/Purchaser. The Promoters shall abide by the time schedule for completing the project and handing over the said Apartment to the Allottee/Purchaser and the common areas to the association of the Allottee/Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Allottee/Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the 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 project land is 1329.10 square meters only and Promoters has planned to utilize Floor Space Index of 500.00 sq.mt 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



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

1. The Promoters shall construct the said building consisting of basement, ground floor commercial shops, First floor, Second floor commercial offices and Five upper floors known as **SUNRISE GALAXY** (hereinafter called as the said building), being the First phase on the project land presently as per the sanctioned plans and permissions on the said project land described in the Schedule hereunder written and in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoters shall have to obtain prior consent in writing of the Allottee/Purchaser in respect of variations or modifications which may adversely affect the office of the Allottee/Purchaser except any alteration or addition required by any Government authorities or due to change in law.

1 (a)(i) The Allottee/Purchaser hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee/Purchaser, the office being **Apartment/ shop / office / unit** bearing No. 106, Carpet area admeasuring 13.17 sq.mt, on 1<sup>st</sup> floor, in Building known as **SUNRISE GALAXY** (herein after referred to as the said "Office") being constructed on the said property described in the Second Schedule hereunder written as shown in the Floor plan thereof hereto annexed and marked Annexure C-1 and C-2 for the consideration of Rs. 13,56,000/- (Rupees. Thirteen Lakh Fifty Six Thousand Only) including the proportionate price of the common areas and facilities appurtenant to the office, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

| Office No | Carpet Area (sq.mt) | Balcony Area (sq.mt) | Total Area (sq.mt) |
|-----------|---------------------|----------------------|--------------------|
| 106       | 10.90               | 2.27                 | 13.17              |

ii) The Allottee/purchaser hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee/purchaser stilt No. NIL constructed in the layout for the consideration of Rs. NIL (Rupees. NIL only).

iii) The Allottee/purchaser hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee/purchaser covered parking spaces bearing No. NIL situated at Nil Basement and/or stilt and/or NIL podium being constructed in the layout for the consideration of Rs. NIL (Rupees. NIL only).



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AND WHEREAS relying upon the above recitals and disclosures and the scope of further and future development being understood by the Allottee/Purchaser to which the Allottee/Purchaser has granted his/her consent, the Allottee/Purchaser is offered an Apartment /shop/office/unit bearing No. 106 on first floor, admeasuring 13.17 sq.mt Carpet exclusive of balconies and cupboard areas, in the scheme of construction known as SUNRISE GALAXY (herein after referred to as the said "OFFICE"), being constructed on the said property described in the Second Schedule hereunder written.

| Office No | Carpet Area (sq.mt) | Balcony Area (sq.mt) | Total Area (sq.mt) |
|-----------|---------------------|----------------------|--------------------|
| 106       | 10.90               | 2.27                 | 13.17              |

AND WHEREAS the Allottee/Purchaser after going through the entire disclosures, the future course of expansion and development and also verifying the site of the building and the work of construction and its progress thereof, the site of infrastructural and recreational facilities and amenities and nature and scope thereof and after being satisfied about the same has agreed to enter into this agreement and further expressly and without disturbing the office allotted to the Allottee/purchaser, has irrevocable declare that he shall not raise any objection, claim, demand or action in respect of the additions, modifications, changes and / or further alterations in the scheme of construction as may be permitted the concerned town planning authorities from time to time and accordingly has granted his/her express & irrevocable consent and confirmation for the same.

AND WHEREAS the Promoters have entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoters have appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoters accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS the Promoters have registered the project under the provision of the Act with the Real Estate Regulatory Authority at Mumbai No. P51700007650, authenticated copy is attached in annexure "F"



AND WHEREAS by virtue of the development agreement and power of attorney the promoters have sole and exclusive right to sell the office in the said building to be constructed by the promoters on the said project land,

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property with adjacent pieces and parcels of land seeking, revisions, extensions, expansions, modification from time to time as per the provisions of law and to dispose of the residential Apartments / office/ units constructed in the buildings on ownership basis and to enter into agreements with the Allottee/Purchaser and to receive the sale price in respect thereof and upon such disposal of the Apartments / shops / office /units to convey the said land together with the building constructed thereon in favour of the cooperative housing society of all those several persons acquiring the respective Apartments / shops / office/units.

AND WHEREAS the Promoters have further intended to get the said plans and specification revised, renewed and altered for consumption of remaining floor space index, transfer of development rights, staircase FSI and all other permissible to be used and utilized on the said property as may be granted by the Kalyan Dombivli Municipal Corporation as well as the Promoters have intended to amalgamate the abutting, adjoining and adjacent amalgamated properties thereby forming a single consolidated holding from time to time and further the Promoters have given the clear inspection of the plans and specifications to the Allottee/Purchasers herein as regards the existing sanctioned buildings and the further proposed expansion, amalgamation and extension of the said property.

AND WHEREAS as per the above recited agreements and permissions, the Promoters is entitled to develop the said property and carry out the construction of the proposed building at their own costs and expenses and to dispose of the residential Apartments / office/units constructed in the building on ownership basis and to enter into agreements with the Allottee/Purchaser and to receive the sale price in respect thereof and upon such disposal of the Apartments / shops / office / units to convey the said land together with the building constructed thereon in favour of the cooperative housing society of all those several persons acquiring the respective Apartments / shops /office/ units;

AND WHEREAS the promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals, disclosures, further expansions and future development as mentioned hereinabove which is clearly and elaborately brought to the notice and knowledge of the Allottee/Purchaser herein for which the Allottee/Purchaser has granted his/her express and irrevocable consent and confirmation for the same.

AND WHEREAS the promoters have proposed to construct on the project land building comprising of consisting of basement, ground floor commercial shops, First floor, Second floor commercial offices and Five upper floors known as SUNRISE GALAXY (hereinafter called as the said building), being the First phase on the project land and reserve their right to construct proposed upper floors, being the Second phase on the said project land.



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