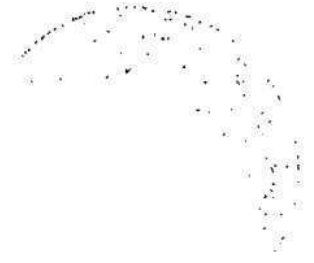




2020		
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2-222		





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2220	2
	960
2020	



**Data of ESBTR for GRN MH0063889632017185**  
**Bank - IDBI BANK**

Bank/Branch : IBKL - 6910820/BANGORA KURLA COMPLEX, MUMBAI  
 Pmt Txn Id : 139508254 Stationary No : 16:11165243224  
 Pmt Dt/Time : 16/10/2017 17:53:56 Print Dt/Time : 17/10/2017 11:34:52  
 ChallanIdNo : 669103332017101651067 GRAS GRN : MH0063889632017185  
 District : 7101 / MUMBAI Office Name : IGR187 / BDR4 JT SUB REGISTRAR ANDHERI 2

StDuty Schm : 0030045501-75/ Stamp Duty(Bank Portal)  
 StDuty Amt : Rs 6,77,500.00/- (Rs Six Lakh Seventy Seven Thousand Five Hundred Rupees Only )

RgnFee Schm : 0030063301-70 / Registration Fee  
 RgnFee Amt : Rs 30,000.00/- (Rs Thirty Thousand Rupees Only )

Article : A25 **Only for verification-not to be printed and used**  
 Prop Mvblty : Immovable  
 Prop Descr : 702 7 FLOORRA WING DINANATHCHSL ITUS825 14 AMBOLLANDP  
 : Maharashtra  
 : 400053  
 Consideration : 99,15,000.00/-

Duty Payer : PAN-ACCP15480H BIJAL D TURAKHIA  
 Other Party : PAN-ABJFS2847P SAGAR DEVELOPERS

Bank Scroll No : 100  
 Bank Scroll Date : 17/10/2017  
 RBI Credit Date : 17/10/2017  
 Mobile Number : 91586786073



**Challan Defaced Details**

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1	(IS)-323-9297	0003606572201718	23/10/2017-16:00:26	IGR187	30000.00
2	(IS)-323-9297	0003606572201718	23/10/2017-16:00:26	IGR187	677500.00
Total Defacement Amount:					7,07,500.00

73717  
 2222  
 2019

R 125	
2220	2
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भारत MAHARASHTRA

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AF 538914



भारत मुद्रांक कार्यालय, मुंबई  
दिनांक 19/09/2017  
जिसेल संश्लेषी

श्रीमती. एम. वि. पसुकर

Bijal D. Turalkhia (purchaser)  
Bijal D. Turalkhia

Sagar, Developer  
(Seller)

दरत-४	
₹ 10,900	
₹ 918	







1007

गोपनीय - ANNEXURE 2  
AGREEMENT

23/01/2017



संस्था का नाम	YES/NO
संस्था का पता	23/01/2017
संस्था का प्रकार	23/01/2017
संस्था का नाम	23/01/2017
संस्था का पता	23/01/2017
संस्था का प्रकार	23/01/2017
संस्था का नाम	23/01/2017
संस्था का पता	23/01/2017
संस्था का प्रकार	23/01/2017
संस्था का नाम	23/01/2017
संस्था का पता	23/01/2017
संस्था का प्रकार	23/01/2017

Signature of the  
Sanjay

Signature of the  
Sanjay

Signature of the  
Sanjay



2222 90 900



**e-SBTRECEIVED BANK & INEASUREMENT RECEIPT (e-SBTR)**

महाराष्ट्र शासन  
**GOVERNMENT OF MAHARASHTRA**  
 ई-सुरक्षित बँक व कोषारार पवती

16111165243224

Bank/Branch: IBKL - 6910820/BANDRA KURLA COMPLEX, MUMBAI  
 Pmt Txn Id : 139508254  
 Stationery No: 16111165243224.  
 Print Dt: 17-OCT-2017 11:34:52  
 Pmt Dt: 16-OCT-2017 09:17:53:56  
 ChallaniNo: 69103332017101651067  
 GRAS GRN : MH0063889632017185.  
 District : 7101-MUMBAI  
 Office Name : IGR187-BDR4 JT SUB REG  
 GRN Date : 13-Oct-2017 013:45:04

Duty Schm: 0030045501-75/STAMP DUTY  
 Duty Amt : R 6,77,500/- (Rs Six, Seven Seven, Five Zero Zero only)  
 Reg Fee Schm: 0030063301-70/Registration Fees  
 Reg Fee Amt : R 30,000/- (Rs Three Zero, Zero Zero Zero only)

Article : A25-Conveyance/Sale/Transfer/Assignment Deed  
 Prop Whlty: Immovable  
 Consideration: R 99,15,000/-  
 Prop Descr : 702 7 FLOOR, A WING DINANATH, CHSL ITUS, 825 1 4,, AMBOLI, ANDHERI, Maha  
 rantra, 400053  
 Duty Payer: PAN-ACCP75480H, SUDAL D TUDAKHIA

Other Party: PAN-ABUFS2847P, SACAR DEVELOPERS

Bank official name & Signature

*[Handwritten Signature]*



Bank official Name & Signature  
 Space for customer/office use - - - Please write below

*Rajal D Tharkhina*



बंदर-४		
२२२५	०१	१५००
		२०१७

e-SBTR IS VALID UPTO SIX MONTHS FROM THE DATE OF PAYMENT.





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22210	93	900
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**AGREEMENT**

ARTICLES OF AGREEMENT is made and entered into at Mumbai this 23<sup>rd</sup> day of Oct 2018.

*Bijal D. Shukla*

**BETWEEN**

**M/S. SAGAR DEVELOPERS (PAN NO. ABJFS2847P)**, a Partnership Firm having its registered address at L-1A, Baikrishna CHS Ltd., J.P. Road, Andheri (W), Mumbai - 400 053, hereinafter called "**the Promoters**" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners for the time being of the said firm and the last surviving partner and the heirs, executors, administrators and assigns) of the **ONE PART**;

*Bijal D. Shukla*

AND

MR./MRS./M/S. BIMAL D. TURAKHIA

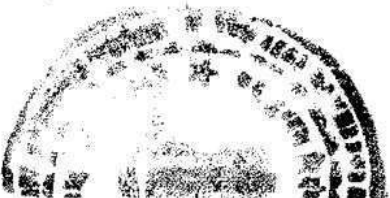
*Resident, Mumbai*

residing/having address at 23 RATNAVALI, 1<sup>st</sup> GAOTIHAN,  
LANE, SANTACEUZ - WEST MUMBAI - 400054

(PAN NO. ACCTS480H ) hereinafter referred to as the "Purchaser" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include his/her/their respective heirs, executors, administrators/successor and permitted assigns) of the **OTHER PART;**

**WHEREAS:**

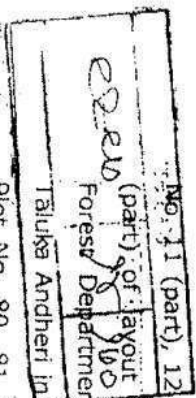
(i) Dinanath Co-operative Housing Society Ltd., (hereinafter called the "said Society") is a Co-operative Housing Society registered under the Maharashtra Co-operative Societies Act, 1960 and bearing Registration No. BOM/HSG/1375 dated 17.04.1967 and having address at 111-D, Ambivalli, Four Bungalows, Andheri (W), Mumbai 400.053;



(ii) The said Society holds Government Land bearing Plot No.14, address Plot No. 14-D and CTS No.825/1-4 at Ambivalli Andheri (W) and area 2314 sq.mtrs. or thereabouts. A more particular description of the said property is given in the First Schedule hereunder written and hereinafter called the said Property;

(iii) The Addl. Collector, Bombay Suburban District by his Order No. CEND/1/SR-47-Ambivalli dated 13.05.1977 ordered that the

Government Land bearing Plot No.14 (as per Maharashtra Housing Board's Plan) admeasuring 4430 sq.yards (comprising Plots No. 11 (part), 12 (part), 13 (part), 14 (part), 15, 16 (part) and 17 (part) of layout approved by the Government in Revenue and Forest Department from Survey No. 111-D of Village Ambivalli, Taluka Andheri in Bombay Suburban District is granted in place of Plot No. 80, 81 and 82 to the said Society for construction of accommodating its members as per the List Appended with the said Order.



*111-D*  
*BD Ambivalli*

(iv) As per Form No.HH1, in the form of an Agreement dated 13.05.1977, the Chairman and Hon. Secretary of the said Society having signed the said Agreement (Form HH1) agreed to occupy the above Plot of Land, more particularly described in the Schedule hereunder written and on the terms and condition recorded therein.

(v) Section Officer, Social Welfare, Cultural Affairs, Sports and Tourism Department, Mantralaya, Mumbai 400032 by his letter dated 30.09.1978 addressed to the said Society informed that the Chief Engineer, Bombay Housing and Area Development Board, Bombay had instructed separately to hand over possession of the buildings of the Society at Ambivali, Andheri immediately and preferably on 02.10.1978 and as such the said Section Officer requested the Society to approach him for taking possession of the said Buildings immediately.

(vi) The said Society vide its Application dated 17.06.1998, seems to have requested for permission for the Sub-Division of Plot No.14, out of Survey No.111-D (P), CTS No.825/1 Ambivali, Andheri, Zilla Office (Collector), Bombay, Suburban District by his Order dated 05.08.1998, in pursuance of the said Application, addressed to the said Society granted the permission of the Sub-Division on the terms and conditions set out in the said Order. Under the said Order, it is certified that CTS/Plot No.825/1, Plot No.14, is in possession of the Society and the land admeasures 3114 sq.mtrs. and the remaining area of CTS No.825/1 admeasures 1,44,908.2 sq.mtrs.

(vii) As per the Search Report, it is informed that Village Form No. 7/12 Extract Record is not found concerning Plot No.14 of Survey No.111-D and the Property Card is issued of CTS No.825/1/4 admeasuring 3114 sq.mtrs. and the same is standing in the name of the said Society.

(viii) There existed three buildings standing on the said property, consisting of ground with four upper floors, having 20 flats in each


Card is issued of CTS No.825/1/4		
222W	20	2000

B.D. Shukla

building and thereby totaling to \_\_\_\_\_ members.  
The said Buildings were constructed about 30 years ago and being in a dilapidated condition required extensive repairs. Considering the costs of repairs and maintenance, the Society considered it desirable to demolish the existing buildings and to reconstruct new building/s by utilizing the FSI of the said property and TDR/FSI permitted to be loaded on the said property and also by exploiting the entire Development Potential of the said property;

(ix) In view of the Transferable Development Rights (TDRs) made available by Regulation No.34 of the Development Control Regulation for Greater Mumbai 1991 r/w Rights (TDRs) to Owners/Developers and conditions for grant of such rights, the Society and its members contemplated to invite prospective builders and developers, who being interested in acquiring and purchasing the same and develop the Society's property using TDR.

(x) The Society nominated the Promoter as the Developer to carry out the work of demolition of the existing three buildings and to put up multi-storied buildings by utilizing the Potential FSI of the Plot of Land and by purchasing TDR/FSI and availing all other benefits as permissible by the Municipal Corporation for Greater Mumbai (called MCGM);

(xi)  The Society's all its members agreed for the grant of the Development Rights to the Promoters subject to the Promoters accepting basic terms of the Society and accordingly by and under an Agreement for Development dated 22.09.2007 the said Society appointed the Promoter as the Developer to carry out the Development of the said Plot of Land by demolishing the said three buildings and putting up two new buildings being Building No.1 for the existing 60 members (called "Society Building") and Building No.2 for sale of Tenements, such as Flats/Shops/Commercial Premises etc. on what is popularly known as on Ownership Basis (called "Free Sale Building") at the entire costs and expenses of the Promoters; and other terms and conditions more particularly recorded in the said Development Agreement dated 22.09.2007.



The said Development Agreement dated 22.09.2007 is duly registered with the Sub-Registrar at Andheri-1 (Bandra) under Sr. No.BDR-1-09828-2007 dated 26.10.2007.

(xii) The Society executed, on 22.06.2009, an Agreement to amend the said Development Agreement dated 22.09.2007 and the same is also registered with the Sub-Registrar at Andheri-1, MSD, (Bandra) under Sr. No.BDR-1-05836-2009 dated 22.06.2009.

(xiii) The Society has also executed a Power of Attorney dated 08.10.2009 for the purposes set out therein, which is also registered with the Sub-Registrar at Andheri-3, MSD (Bandra) under Sr. No.BDR-9-09616-2009 dated 08.10.2009. The Society has informed that the hereinbefore recited Development Agreement as well as Agreement to amend the Development Agreement and the Power of Attorney are all valid, subsisting, binding and in full force. Under the said Development Agreement and under the Agreement to amend the Development Agreement, and resolutions passed by the Society from time to time, the Promoter has agreed to rehabilitate the existing Members of the Society on the terms and conditions recorded therein and to sell the Developers Area, as is set out in the Agreement (what is popularly known as "Ownership Basis" (called "Developer's Premises") in accordance with the terms and conditions set out therein.

(xiv) The Collector, Mumbai Suburban District by his order No.02/111-D/3C/A-1003 dated 21.05.2010 has recorded in favour of the Society is possessed of the Plot of Land Development Survey No.111-D, City Survey No.825/1/4, Plot No.14 admeasuring 3114 sq.mtrs. and entitled to development as per Scheme under PWR 219 as per the Society having executed the Agreement as also the Order of Sub-Division No.SRA-109 dated 05.08.1998. By the said Order the Collector granted permission for redevelopment utilizing 100% of the total area and to make Commercial use of 15% of the total construction and on the terms and conditions recorded therein.

(xv) Thus, the said M/s. Sagar Developers are entitled to carry out the work of construction and/or development of the Society's Plot of

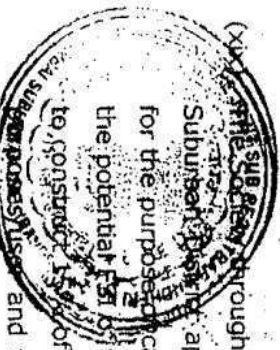
B.D. Thakur

Land in terms of the said Rejected Development Agreement dated 22.09.2007 as well as the Agreement dated 22.06.2009 to amend the said Development Agreement dated 22.09.2007 and as per the various orders/permissions etc. granted by the concerned authorities.

(xvi) Due to various difficulties experienced by the Promoter, the Promoter entered into an Agreement of Project Management Consultant with M/s. Eskay Builders as per the Project Management Consultant Agreement dated 17.06.2008, as per the terms and conditions recorded therein.

(xvii) The partners of the said Promoters substituted and nominated Shri Suresh Kanjibhai Turakhia and Shri Kunal Suresh Turakhia under a Substituted Power of Attorney dated 08.10.2009 to act as the duly constituted Attorney under the said Power of Attorney dated 22.09.2007 concerning the said property.

(xviii) The heretofore rejected Development Agreement dated 22.09.2007, Agreement to Amend dated 22.06.2009, the Power of Attorney dated 22.09.2007 and the Substituted Power of Attorney dated 08.10.2009 are all valid, subsisting, binding and in full force.



(xix) The said application through the Promoter applied to the Collector, Mumbai Suburban District, applied for the No Objection and/or permission for the purpose of carrying out the full development viz. by utilizing the potential FSI of the Plot of Land, utilizing 100% of the TDR and to construct of the total construction for shopping/commercial and the Collector Mumbai Suburban District by his Order bearing No.02/1111D/3C/A-1003 dated 21.05.2010 accorded

the said permission on the terms and conditions set out therein. A copy of the said permission dated 21.05.2010 is annexed hereto and marked as Annexure "A".

(xx)	The effect of the Property Card bearing the name of the Society as the Owner/Holder of the said property is also annexed hereto and marked as Annexure "B".
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1  
/Sgt. D. Turakhia

(xxi) The Promoter has engaged the service of M/s. A. R. Mehta and Associates as architects and M/s. Gokani Consultants as RCC consultants for the preparation of the structural designs and drawings of the two Buildings one for Society viz. for the existing 60 Members of the said Society and the other for free sale component. The Executive Engineer, Building Proposal (WS) (K-East Ward) while sanctioning the building plans on the said property issued Intimation of Disapproval (IOD) under section 346 of the Mumbai Municipal Corporation Act under File No. CE/93359/WS/AK dated 28<sup>th</sup> April, 2011 for the construction of the proposed building

(xxii) The Executive Engineer, Building Proposal (WS) (K-East Ward) in pursuance to the letter dated 26.07.2013 from the said Architect, the said the Executive Engineer, Building Proposal (WS) (K-East Ward) , under File No. CE/93359/WS/AK dated 26<sup>th</sup> December, 2013 addressed to the said Architects informed that there was no objection to the promoters carrying on the said project per the amended plans submitted vide letter dated 26<sup>th</sup> July, 2013 for which the Competent Authority accorded sanctioned subject to various conditions laid down therein. Copies of the said IOD dated 28.04.2011 as well as the Communication dated 26<sup>th</sup> December, 2013 and 16.12.2014 are annexed hereto and marked as Annexure "C", "D" and "E" respectively.

(xxiii) The Asstt. Engineer Building Proposals H & K/West/K-East Ward of the Corporation issued the Commencement Certificate under Even File No. dated 21.06.2014 and subsequently validated on 11.02.2015 as per the approved plans dated 16.12.2014. Copy of the said Commencement Certificate is annexed hereto and marked as Annexure "F".

(xxiv) While sanctioning the plans the Sanctioning Authorities have laid down certain terms, conditions and restrictions which are to be observed and performed by the Promoter while developing the Property.

301-X  
EDBU GR 100

S.D. Ebrahim

(xxv) M/s. Vinod Mistry & Co., Adv. have conducted their due diligence on the Promoter's right to develop the Property and have issued a Report On Title dated 25.03.2015 and a copy of which is annexed and marked as **Annexure "G"**.

(xxvi) The Purchaser has visited and inspected the site of construction on the Property and has seen the said two Buildings being under construction and the Promoter has furnished/given inspection of the documents to the Purchaser and wherever applicable copies of the document to the Purchaser relating to the Property, the approved plans and specifications of the said Building, IOD, Commencement Certificate and the Report on Title and such other documents which are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as the "Act") and the rules made there under. The Parties are aware that the Maharashtra Housing (Regulation & Development) Act, 2012 ("New Act") has already been promulgated and Presidential assent has also been obtained and is awaiting notification for it to become effective. Upon the New Act becoming operative, all the ~~reference~~ to the Act shall be construed as the reference to the <sup>508 RES</sup> ~~New Act~~ and all the rights and obligations of the Parties under this Agreement shall be governed under the New Act, irrespective of whether the New Act was in fact in force at the time of execution of this Agreement. The Purchaser is fully satisfied with the title of the Property in respect of the Property and further in respect of ~~the Premises~~ (defined hereinbelow) and the Promoter's right to construct, allot and sell various premises in the said Building. The Purchaser confirms that the Purchaser waives his/her/their right to further investigate or raise any objection to the title of the Promoter to the Property.

(xxvii) The Promoter has informed the Purchaser that as per the aforesaid Maharashtra Agreements all the existing members of the Society are to be rehoused/rehabilitated in Building B and the Promoter is entitled to sell the 'Developers' area and allot Car Parking spaces to the prospective buyers or purchasers on what is popularly known as

Promoter to the Property.	
₹ 2200	20/9/10

R.D. Shukla  
9/11/19

Ownership Basis or on any other Basis in Building A and accordingly the Promoter has entered into / will be entering into separate agreements with other purchasers for the sale/allotment of Flats/Shop in the said Building being constructed on the Property.

(xxviii) The Purchaser is aware that the Car Parking Space/s is/are an exclusive amenity attached to the Flat/Shop for his / her / their exclusive use and that the Flat/Shop and the Car Parking Space/s shall at all times be held by the Purchaser as one composite unit.

(xxix) The Purchaser hereby expressly confirms that he / she has entered into this Agreement with full knowledge, implication, effect etc. of various terms and conditions contained in the hereinbefore recited Agreements, Power of Attorney, documents, plans, orders, schemes including the rights and entitlements available to and reserved by the Promoter contained in this Agreement.

(xxx) It is clarified by the Promoter that the building plans and the layout plans though approved by the Sanctioning Authorities, are tentative and are liable to be changed / or revised or amended as per the requirements of the Promoter and / or as they may be ultimately approved / sanctioned by the Sanctioning Authorities and other concerned public bodies and authorities.



(xxxi) The rights of the Purchaser under this Agreement, unless otherwise specified, are restricted to the Flat/Shop hereby agreed to be allotted by the Promoter to the Purchaser as stipulated herein.

(xxxii) Under Section 4 of the Act, the Promoter is required to execute a written agreement for allotment of the Flat in favour of the Purchaser, being in fact this Agreement and also to get the same registered under the Registration Act, 1908.

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R.D. Shukla



(f) "FSI" means Floor Space Index (including the fungible and / or premium FSI) as defined under the DCR.


(g) "Project" shall mean the construction and development of the Property to be known as Dinanath Co-Operative Housing Society Ltd. ("TUS").

(h) "said Building" shall mean Building under construction comprising of parking floors and residential upper floors or such further area as may be approved by the Sanctioning Authorities to be constructed on the Property along with other amenities and facilities to be provided therein.

(i) "Sanctioning Authorities" means the Municipal Corporation of Greater Mumbai and/or any other concerned authorities.

*B.D. Shukla*  
10/8

(j) "the Car Parking Space/s" means ~~an~~ <sup>an</sup> ~~exclusive~~ <sup>exclusive</sup> ~~community~~ <sup>community</sup> car parking space/s attached to the Flat/Shop being ~~in~~ <sup>at</sup> the location of the Car Parking Space/s being finalized as stated below and more particularly described in the **THIRD SCHEDULE** ~~hereto~~ <sup>herein</sup>.



*B.D. Shukla*  
10/8

(k) "the Flat/Shop" means Flat/Shop No. ~~702~~ <sup>645</sup> admeasuring ~~702~~ <sup>645</sup> square feet carpet area, equivalent to ~~59.92~~ <sup>77</sup> square meters on the ~~7<sup>th</sup>~~ <sup>7<sup>th</sup></sup> floor of the ~~A~~ <sup>A</sup> wing of the said Building more particularly described in the **THIRD SCHEDULE** hereunder written and ~~stipulated~~ <sup>stipulated</sup> by a ~~pink~~ <sup>pink</sup> coloured boundary line on the floor plan annexed hereto and marked as Annexure "I" ~~below~~ <sup>below</sup>.

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(l) "the Property" means all ~~that piece and parcel or land~~ <sup>that piece and parcel or land</sup> bearing Plot No.14, Survey No.111-D and CTS No.825/1-4 at Village Ambivali, Taluka Andheri admeasuring 3114 sq. mtrs. or thereabouts and more particularly described in the **First Schedule** hereunder written.

(m) "the Premises" means the Flat/Shop and the Car Parking Space/s.

*B.D. Shukla*  
10/8

(n) "the Property" means the property provided in the First Schedule on which the Project is to be constructed by the Promoter and more particularly described in the **SECOND SCHEDULE** hereunder written.

(o) "Organisation" shall mean the said Dinanath CHS Ltd., which is already formed and registered and of which the Purchaser of free sale building will be admitted as its members in the manner contemplated in Clause 11 hereinbelow.

(p) "TDR" means Transferable Development Rights as defined under the DCR.

2. **INTERPRETATION AND CONSTRUCTION:**

Unless the context otherwise requires:

2.1 All references in this Agreement to statutory provisions shall be construed as meaning and including references to:-

- (i) Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
- (ii) All statutory instruments or orders made pursuant to a statutory provision; and
- (iii) Any statutory provision of which these statutory provisions are consolidation, re-enactment or modification.

2.2 Any reference to the singular shall include the plural and any reference to the plural includes the singular, and words imparting the masculine gender shall include the feminine gender and neutral gender and vice versa.

2.3 The expression "month" and "year" shall be to the calendar month and calendar year.

2014

*R.D. Shankar*



2.4 Reference to 'days' or 'dates' which do not fall on a working day, shall be construed as reference to the day or date falling on the immediately subsequent working day.

2.5 References to person(s) shall include body(ies) corporate, unincorporated association(s), partnership(s), trusts, Hindu undivided family(ies), sole proprietorship concern(s) and any organization or entity, whether incorporated or not.

2.6 The headings in this Agreement are for convenience of reference only and shall not be taken into consideration in the interpretation or construction thereof.

2.7 Any reference to a clause, sub-clause or schedule is reference to the clause, sub-clause or schedule hereto.

2.8 References to recitals, clauses, schedules and annexures unless expressly provided shall mean references to the respective clauses, schedules and annexures of this Agreement and the same shall form an integral part of this Agreement.

2.9 Any reference to the words "hereof", "herein" and "hereunder" and words of similar import used in this Agreement shall refer to clauses or schedules or this Agreement as specified therein.

2.10 The words "include" and "including" are to be construed without limitation. Any reference to the masculine, the feminine and the neutral shall include each other.

2.11 In determination of any period of ~~days for the occurrence of an~~ <sup>30 days</sup> event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a working day, then the period shall include the next working day.

22222 29/100

R.P. Sivakumar

2.12 The Promoter and the Purchaser shall, in all the aforesaid respects, be bound by the terms and conditions of the Agreement, and wherever the context so requires, individually referred to as "Party" and collectively referred to as "Parties".

3. **DISCLOSURES AND TITLE:**

3.1 The Purchaser hereby declares and confirms that prior to the execution of this Agreement, the Promoter has made full and complete disclosure of the title to the Property and the Purchaser has taken full, free and complete disclosure of the title of the Promoter to the Property and the Purchaser has taken full, free and complete inspection of all relevant documents and has also satisfied himself / herself / themselves of the particulars and disclosures of the following:-

- (i) Nature of the Promoter's right, title and interest to the Property and the development thereof and the encumbrances thereon, if any;

The drawings, plans and specifications duly approved and sanctioned by Sanctioning Authorities in respect of the said Building;

(ii) Nature and particulars of fixtures, fittings and amenities to be provided in the said Building and the Flat, which are as more particularly mentioned in the Annexure "J" and "K" annexed hereto respectively;

- (iv) All particulars of the designs and materials to be used in the construction of the Premises and the said Building;

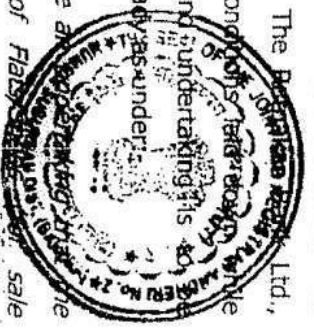
(v) The Society holds Government Land bearing Plot No.14 Survey No.1111-D and CTS No.825/1-4 at Ambivali Andheri (W) measuring 3114 sq.mtrs. and more particularly described in the First Schedule hereunder written.

*R.D. Jundhwa*

(vi) The Approvals obtained and to be obtained in relation to the Property and/or the development thereof; and

(vii) The various amounts and deposits that are to be paid by the Purchaser/s including towards maintenance charges, legal charges, betterment charges, revenue, assessment, municipal and other cess and taxes, including MVAT, service tax, LBT etc. water, electricity and other services connections, stamp duty, registration charges, premium, penalties and other outgoings.

(viii) The Promoter informed the Purchaser that the Promoter has availed financial assistance from The Promoter's Bank Ltd., (RBL) and as per one of the conditions of the said loan the sanctioning of the said Loan and undertaking its disbursement incorporated in this Agreement reads as under:



"Borrower (i.e. Promoter) to give a Blank Cheque in the said Agreement with buyers of Flats/Shops in the effect that the payments for the property would be made/permitted deposited in the designated account opened with RBL as "RBL Bank Ltd-Account Sagar Developers - Account No. 409000207084" and the Borrower (i.e. Promoter) to obtain NOC based on charge release mechanism prior to executing Sale Agreement with a Purchasers for the 51 Flats and 15 Shops offered as Security".

2020	2020	2020
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3.2 The Purchaser further confirms and warrants that the Purchaser has satisfied himself/herself/themselves in respect of the title of the Property as well as encumbrances, if any, including any right, title, interest or claim of any other party to or in respect of the Property and waives his/her/their right to raise any queries or objections in that regard. The Purchaser further confirms that the Purchaser was provided with a draft of this Agreement and had sufficient opportunity to read and understand the terms and

B.D. Thakur

conditions hereof. The Purchaser shall be responsible for the queries raised by him/her/them with regard to the Premises, the said Building the Project and the terms hereof have been responded to by the Promoter. The Purchaser confirms that the Purchaser has been suitably advised by his advisors and well-wishers and that after fully understanding and accepting the terms hereof, the Purchaser has decided and agreed to enter into this Agreement.

4. **PLANS:**

4.1 The Promoter is undertaking the construction of the proposed new building on the Property which is known as Dinanath Co-Operative Housing Society Ltd. ("ITUS") in accordance with the plans, drawings, designs and specifications currently approved by the Sanctioning Authorities under File No. CE/9359/WS/AK.



4.2 The Purchaser hereby gives his express consent to the plans, drawings, designs and specifications for the said Building and to such modification as may be required to be made to the same as the Promoter may consider necessary or as may be required by the Sanctioning Authorities / the Government to be made in them. This shall operate as an irrevocable consent of the Purchaser to the Promoter for carrying out such changes in the building plans, drawings, designs and specifications.

5. **PROMOTER'S AGREEMENT:**  
RERU RC 200

5.1 The Promoter agrees to sell to the Purchaser and the Purchaser agrees to acquire and purchase from the Promoter Flat/Shop bearing No. 702 admeasuring 645 square feet carpet area equivalent to 59.92 square meters ("the Flat/Shop") on the Seventh residential floor i.e. 7<sup>th</sup> floor in A Building more particularly described in the **THIRD SCHEDULE** hereunder written and shown delineated by a Pink colored boundary line on the floor plan annexed hereto and marked as **Annexure "I"**. The Promoter has also agreed to provide the amenities attached to the Flat/Shop being \_\_\_\_\_ car

R.D. Thungabhadra

parking space/s in the A-wing subject to the location of the Car Parking Space/s being finalized as stated below (**the said Car Parking Space/s**) more particularly described in the **THIRD SCHEDULE** hereunder written and shown delineated by a Risks coloured boundary line on the plan hereof annexed and marked as **Annexure "L"**. It is clarified that the car parking spaces have been identified by the Promoter for the ease of systematic parking of vehicles and to avoid any confusion whilst parking their vehicles by the purchasers of the said Building.



5.2 The Purchaser hereby acknowledges that the location of the Car Parking Space/s which has/have been allotted under this Agreement is/are an exclusive amenity ~~reserved to the Flat/Shop,~~ shall be finalized latest by the time possession of the Flat/Shop is handed over to the Purchaser and that the Flat/Shop and the Car Parking Space/s shall at all times be held by the Purchaser as one composite unit.

6. **OBLIGATIONS OF THE PROMOTER:**

30.11.20		30.11.20
22.11.20	28.11.20	30.11.20

6.1 The Promoter shall construct the said Building in accordance with the plans, designs, specifications that are approved by the Sanctioning Authorities and with such variations and modifications as the Promoter may consider necessary and/or convenient and/or as may be required by the Sanctioning Authorities and/or any other concerned authority/s to be made by them. The Promoter shall be entitled to make such changes in the building/s plans as may be required by the Sanctioning Authorities and as the Promoter may from time to time determine and as may be approved by the Sanctioning Authorities and the Purchaser hereby agrees to the same. This shall operate as an irrevocable consent of the Purchaser to the Promoter for carrying out construction as per the proposed plans and such changes in the building/s plans as may be necessary for the effective fulfillment of the same.

R.D. Thungabhadra

6.2 The Promoter agrees to observe, and shall comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by the Sanctioning Authorities at the time of sanctioning the plans or thereafter and shall before handing over possession of the Flat/Shop to the Purchaser, obtain from the concerned authority the occupation certificate in respect of the Flat/Shop.

6.3 The Purchaser is well aware of the Redevelopment Agreement and Supplemental Agreement and under which the Promoter has to rehabilitate the Existing Members by offering possession to them and only thereafter to give possession of the said Flat/Shop to the Purchaser herein. The Purchaser has agreed for the same.



7. **FIXTURE/FITTINGS AND FACILITIES/AMENITIES:**

The Promoter will provide the fixtures, fittings, facilities and amenities in the said Building and the Flat/Shop as more particularly mentioned in Annexure "J" and "K" annexed hereto respectively.

8. **RIGHTS OF PROMOTERS:**



It is expressly agreed that the right of the Purchaser under this Agreement is only restricted to the Premises agreed to be allotted by the Promoter to the Purchaser and all other premises shall be the sole property of the Promoter (save and except the Flats to be given to the Existing Members as per the Redevelopment and Supplemental Agreement) and the Promoter shall be entitled to sell or deal with the same without any reference or recourse or consent or concurrence from the Purchaser in any manner whatsoever.

9. The Purchaser hereby grants his irrevocable authority, permission and consent to the Promoter that the Promoter shall have the sole and absolute right and authority and shall be entitled to deal with, sell or allot or otherwise dispose off any part or portion of the

*R.P. Suresh Kumar*

buildings constructed on the Property including the terraces, basement, open spaces, garden area and to permit the same to be utilized for any purpose by anyone. The Promoter shall have the absolute right to deal with and dispose off any of the areas in the Property and/or the said Building or appurtenant thereto including for any purpose and shall be entitled to obtain change of user thereof at the discretion of the Promoter.

8.5. It is hereby expressly agreed that the Promoter shall always be entitled to sell the premises/flats/shops in the said Building for the purpose of using the same for such purposes as may be permitted by the Sanctioning Authorities and the purchasers thereof shall be entitled to use such premises purchased by them accordingly and similarly the Purchaser shall not object to the use of the said premises for the aforesaid purposes by the respective purchasers thereof.

8.6 Notwithstanding the other provisions of this Agreement, the Promoter shall be entitled at its sole discretion to nominate or appoint any person ("project manager") to manage the operation and maintenance of the said Building, premises and the infrastructure, common amenities and facilities of the Property, after the Property is developed. The Promoter shall have the authority and discretion to provide with such project management agency and to enter into a formal Agreement/s for maintenance and management of infrastructure with it/them. The Promoter may enter into other related agreements with any other company or organisation as may be necessary for effective, full and efficient management of the infrastructure, common amenities and facilities of the Property

8.7 In such event, the Purchaser agrees to abide by all terms, conditions, rules and/or regulations that may be imposed by the Promoter or the project management agency, including without limitation, payment of the Purchaser's share of the service charges that may become payable with respect to the operation and



*R.D. Shukla*

maintenance of the said Building, Common Areas and Facilities more particularly mentioned in **Annexure "H"** annexed hereto.

8.8 The Promoter is entitled to purchase and acquire TDR from the market and consume the same on the Property or any part thereof and construct additional floors, make alterations and deal with the same in the manner the Promoter deems fit and proper and the Purchaser hereby irrevocably consents to the rights of the Promoter mentioned above as well as the rights of the Promoter to revise and modify the said Building/s plans from time to time.

8.9 The Purchaser is fully aware that the terrace above the top floor of the said Building and any other terrace shall exclusively and absolutely belong to the Promoter and/or its nominees or assigns and over which none of the purchasers of the premises in the buildings shall have any right, title, interest or share. The Promoter shall always be entitled to in its own right and absolute discretion to use, occupy, possess, enjoy or otherwise deal with the said terrace as it deem fit and proper. The aforesaid terrace shall always be deemed to be excluded from the Common Areas and Facilities and this restriction shall be specifically incorporated in the transfer ~~of the said Building/s~~ in favour of the Organization.

8.10 There already exist the said Society. However, the power and authority of the Society or that of the Purchaser and the Purchasers of other premises in the said Building, shall be subject to the ~~overall authority~~ and control of the Promoter in respect of any of the matters concerning the said building. The Society shall admit the Purchasers of the tenements in the saleable component in the ~~said building~~ as the Member in the said Society upon the written intimation that may be given by the Promoter to the Society upon ~~receiving the amount of share money and admission fee only and~~ *20 Ru* *2021* *Corpus Fund.*

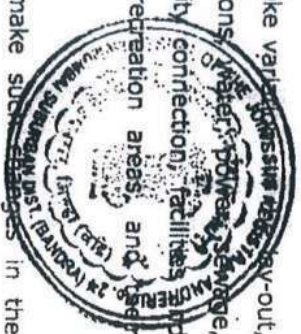
8.11 Till the entire development of the Project is completed, the Purchaser shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full



control, absolute authority and say over the un-allotted areas, car parking spaces, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided in the Property and the Purchaser shall have no right or interest in the enjoyment and control of the Promoter in this regard.

8.12 The Promoter shall be at liberty to sell, assign, transfer, mortgage or otherwise deal with its right, title and interest in the Property as well as Project and/or the said Building, provided that the same does not in any way materially prejudice the right of the Purchaser in respect of the Flat/Shop/Premises.

8.13 The Promoter shall be entitled to make various arrangements for supply-out, amenities and specifications, re-locations, water, power, drainage, telephone and other service and utility connection, facilities and underground water tanks, pumps, recreation areas and dimension as the Promoter deems fit.



8.14 The Promoter shall be entitled to make such changes in the building plans as the Promoter may from time to time determine and as may be approved by the Sanctioning Authorities; and the Purchaser hereby agrees to the same. This shall operate as an irrevocable consent of the Purchaser to the Promoter for carrying out such changes in the building plans. 2201 33 900

9. **CONSIDERATION**

9.1 The total consideration payable by the Purchaser to the Promoter for the purchase of the said Flat/Shop is Rs. 99,15,000/-. On the execution of these presents, the Purchaser has already paid to the promoter a sum of Rs. 99,15,000/- towards earnest money (payment and receipt) whereof the Promoter doth hereby admit and acknowledge of and from the Purchaser.

9.2 With regard to the Balance of Rs.                     /- the same has been agreed to be paid by the Purchaser to the Promoter in the following manner:

*B.D. Anandappa*

- (a) Rs. \_\_\_\_\_/- to be paid by the Purchaser to the Promoter on the casting of each slab, Total 18 Slabs;
- (b) Rs. \_\_\_\_\_/- to be paid by the Purchaser to the Promoter on the completion of the Brick Work.
- (c) Rs. \_\_\_\_\_/- to be paid by the Purchaser to the Promoter on the completion of the Plaster.
- (d) Rs. \_\_\_\_\_/- to be paid by the Purchaser to the Promoter on the completion of the Flooring.
- (e) Balance Rs. \_\_\_\_\_/- the same shall be paid by the Purchaser to the Promoter at the time of handing over possession of the said Flat/Shop by the Promoter to the Purchaser



9.3 It is agreed that time for payment of the aforesaid installment is the essence of the contract;

9.4 All cheques, pay orders, demand draft issued towards sale bookings, allotment receipts and/ or advances for sale/lease of the said Unit by the prospective Purchaser shall be issued in the name of "RBL Bank Ltd.-Account Sagar Developers - Account No. 409000207084",

(A) Payment on time is essence of contract;

(i) The Purchaser shall without demand pay to the Promoter the installments of price mentioned in clause 9.2 of this Agreement of their respective due dates and payments of such installments on time, being the essence of the contract. The Purchaser shall also pay to the Promoter any amounts payable by him/her/them as mentioned in this Agreement on the due dates without demand and payment of any

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amount by Purchaser on time, being the essence of the contract.

(ii) Consequences of breach of any terms and conditions contained in this Agreement by Purchaser.

On breach of this or any of the other terms and conditions of this Agreement, the Promoter shall be entitled to terminate this Agreement and dispose of the Flat/Shop to any other person. In case the Promoter decide not to terminate the Agreement, then the Purchaser shall be liable to pay the interest at the rate of 21% per annum on delayed payments. In case the Promoter decide to terminate the Agreement then, a) 15% of the total purchase price or the amount paid by the Purchaser to the Promoter till date of termination, whichever is less b) Service tax, VAT and all other taxes paid or payable on this Agreement c) The taxes and ~~outstanding~~, if any, due and payable by the Unit Purchaser/Shareholder of the said Unit up to the date of termination of this Agreement shall stand forfeited as liquidated damages. However, the Promoter shall return balance amount within the period of one month along with interest at the rate of ~~one month~~ the date of termination till payment. Such amount may be paid by Promoter in installments. However, in case of termination of agreement, irrespective of whether balance amount has been returned or not by the Promoter to the Purchaser, the Promoter shall be entitled to sell the said Flat/Shop immediately to any other person without any recourse or claim from the said Purchaser.



*Handwritten signature*  
B.O. Advaklia

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