

520/11596

पावती

Original/Duplicate

Thursday, June 09, 2022

नोंदणी क्र.: 39म

8:32 AM

Regn.: 39M

पावती क्र.: 12215 दिनांक: 09/06/2022

गावाचे नाव: हरियाली

दस्तऐवजाचा अनुक्रमांक: करल5-11596-2022

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: यतीश रघुनाथ शेठे

नोंदणी फी

₹ 30000.00

दस्त हाताळणी फी

₹ 2200.00

पृष्ठांची संख्या: 110

DELIVERED

एकूण:

₹ 32200.00

Jyoti S. Kulkarni-5

बाजार मूल्य: ₹.4112790 /-

मोबदला ₹.5000000/-

भरलेले मुद्रांक शुल्क : ₹. 300000/-

सह. दुय्यम निबंधक

कुर्ला-५ (वर्ग-२)

1) देयकाचा प्रकार: DHC रकम: ₹.2000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 0806202215703 दिनांक: 09/06/2022

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रकम: ₹.200/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 0806202215729 दिनांक: 09/06/2022

बँकेचे नाव व पत्ता:

3) देयकाचा प्रकार: eChallan रकम: ₹.30000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH002712453202223E दिनांक: 09/06/2022

बँकेचे नाव व पत्ता:

Yashu

6/9/2022

मूल्यांकन पत्रक, शहरी क्षेत्र - बांधीव													
मूल्यांकन दिनांक	22/04/2023												
मूल्यांकन स्थान	मुंबई उपनगर												
मूल्यांकन प्रकार	पहिली विक्री												
सर्व मालकी अधिकार	सिटी टाऊन मंडळ												
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु	<table border="1"> <tr> <td>करल - 4</td> <td>9</td> <td>770</td> </tr> <tr> <td colspan="3">2023</td> </tr> </table>	करल - 4	9	770	2023								
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2023													
बांधीव क्षेत्राची माहिती	<table border="1"> <tr> <td>बांधीव क्षेत्राचा प्रकार</td> <td>मिळकतीचे क्षेत्र</td> <td>मिळकतीचे क्षेत्र</td> <td>मिळकतीचे क्षेत्र</td> </tr> <tr> <td>बांधीव क्षेत्राचे वर्गीकरण</td> <td>1. अर् सी सी</td> <td>मिळकतीचे क्षेत्र</td> <td>मिळकतीचे क्षेत्र</td> </tr> <tr> <td>उद्देशाने सुविधा</td> <td>आहे</td> <td>मजला</td> <td></td> </tr> </table>	बांधीव क्षेत्राचा प्रकार	मिळकतीचे क्षेत्र	मिळकतीचे क्षेत्र	मिळकतीचे क्षेत्र	बांधीव क्षेत्राचे वर्गीकरण	1. अर् सी सी	मिळकतीचे क्षेत्र	मिळकतीचे क्षेत्र	उद्देशाने सुविधा	आहे	मजला	
बांधीव क्षेत्राचा प्रकार	मिळकतीचे क्षेत्र	मिळकतीचे क्षेत्र	मिळकतीचे क्षेत्र										
बांधीव क्षेत्राचे वर्गीकरण	1. अर् सी सी	मिळकतीचे क्षेत्र	मिळकतीचे क्षेत्र										
उद्देशाने सुविधा	आहे	मजला											
रकम संयुक्त	<p>Sa: Type - First Sale</p> <p>Sa: Re-sale of built up Property constructed after circular dt: 02/01/2014</p>												
मजला निहाय घटवाढ	= 110% apply to rate = 24555												
घसा.यानुसार मिळकतीचा प्रति चौ मीटर मूल्यदर	<p>= (वार्षिक मूल्यदर * खुल्या जमिनीचा दर * घसा.यानुसार टक्केवारी) / खुल्या जमिनीचा दर</p> <p>= ((14955 * 58490) * 1.1) / 58490</p> <p>= Rs 14955/-</p>												
A) मुख्य मिळकतीचे मूल्य	<p>= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र</p> <p>= 14955 * 27.5</p> <p>= Rs 412791/-</p>												
एकत्रित अंतिम मूल्य	<p>मुख्य मिळकतीचे मूल्य + टक्केवारीचे मूल्य + इतर मालकी मूल्य + इतर मालकी मूल्य + इतर मालकी मूल्य</p> <p>= A + B + C + D + E + F + G + H + I + J</p> <p>= 412791 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0</p> <p>= Rs 412791/-</p>												

सह. दुक्यास निबंधक
कुर्ला-4 (वर्ग-2)



करल - ५
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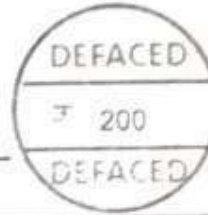
Document **H**andling **C**harges
 Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN 0806202215729

Receipt Date 09/06/2022

Received from SELF, Mobile number 9801009990, an amount of Rs 200/- towards Document Handling Charges for the Document to be registered on Document No. 11596 dated 09/06/2022 at the Sub Registrar office Joint S R Kuria 5 of the District Mumbai Sub-urban District.



Payment Details

Bank Name KKBK

Payment Date 08/06/2022

Bank CIN 10004152022060814575

REF No. 0168027977

Deface No 0806202215729D

Deface Date 09/06/2022

This is computer generated receipt, hence no signature is required.



करल - ५		
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Document **H**andling **C**entre
Inspector General of Registration

Receipt of Document Handling Charges

PRN 0806202215703

Receipt Date 09/06/2022

Received from SELF, Mobile number 9800000000, an amount of Rs 2000/-, towards Document Handling Charges for the Document to be registered on Document No 11596 dated 09/06/2022 at the Sub Registrar office Joint S R Kurla 5 of the District Mumbai Sub-urban District.



Payment Details

Bank Name KKBK

Payment Date 08/06/2022

Bank CIN 10004152022060814559

REF No. 0168027854

Deface No 0806202215703D

Deface Date 09/06/2022

This is computer generated receipt, hence no signature is required.



करल - ५
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Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 0806202215703	Date 08/06/2022
Received from SELF, Mobile number 9800000000, an amount of Rs 2000/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office Joint S.R. Kurta 1 of the District Mumbai Sub-urban District.	
Payment Details	
Bank Name KKBK	Date 08/06/2022
Bank CIN 10004152022060814559	REF No. 0168027854
This is computer generated receipt, hence no signature is required	



करल - ५

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Department of Stamp & Registration, Maharashtra

Receipt of Document Handling Charges

PRN	09/04/202215729	Date	08/06/2022
Received from SELF. Mobile number 9800000000 an amount of Rs. 200/- towards Document Handling Charges for the Document to be registered (SARFAI) in the Sub Registrar office Joint S R Kurla 1 of the District Mumbai Suburban District.			
Payment Details			
Bank Name	KKBK	Date	08/06/2022
Bank CIN	10004152022060814575	REF No	0100021977
This is computer generated receipt hence no signature is required			



CHALLAN
MTR Form Number-6

करल - ५
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GRN: 14002712453202223E BARCODE: [Barcode] Date: 01/06/2022 Form ID: 252

Department: Inspector General Of Registration		Payer Details	
Type of Payment: Registration Fee		TAX ID / TAN (If Any)	
Office Name: KRL1_JT SUB REGISTRAR KURLA NO 1		PAN No (If Applicable)	
Location: MUMBAI		Full Name	ADITYARAJ BUII DERS
Year: 2022-2023 One Time		Flat/Block No.	FLAT NO 1403 ADITYARAJ GOLD BLDG MUMBAI
Account Head Details		Premises/Building	TAGORE NAGAR VIKHROLI EAST
0030045501 Stamp Duty	Amount In Rs. 300000.00	Road/Street	
0030063301 Registration Fee	Amount In Rs. 30000.00	Area/Locality	MUMBAI
		Town/City/District	
		PIN	4 0 0 0 8 3
		Remarks (If Any)	
		SecondPartyName=	FRAGHATHI SHE...
		Amount In	Three Lakh Thirty ... Only
		Words	
Total			3,30,000.00



Payment Details: STATE BANK OF INDIA		FOR USE IN RECEIVING BANK	
Cheque-DD Details		Bank CIN	Ref No
		00040572022060*04880	IK0BSCNQG1
Cheque/DD No.		Bank Date	RBI Date
		01/06/2022-12 25 31	02/06/2022
Name of Bank		STATE BANK OF INDIA	
Name of Branch		Scroll No.	Date
		153	02/06/2022

Department ID: ... Mobile No: 9769445575
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
खदर चरलन कंवर दरयन निवणक कार्यालयात नोटणी करावयाच्या दस्तावाठी लागू आहे. नोटणी व करावयाच्या दस्तावाठी खदर चरलन लागू नाही.

Signature Not Verified
Digitally signed by DS VIRTUAL TREASURY MUMBAI 03 Date: 2022.06.09 08:34:15 IST Reason: GRA Secure Do Remain Location: India

Sr. No.	Defacement No.	Defacement Date	Userid	Defacement Amount
1	0001600874202223	09/06/2022-08 30 05	IGR561	30000.00
2	0001600874202223	09/06/2022-08 30 05	IGR561	30000.00
Total Defacement Amount				3,30,000.00



CHALLAN
MTR Form Number-6



करल - ५
01/06/2022-12:24:26 Form ID 252
2022

GRN	MH002712453202223E	BARCODE			Date	01/06/2022-12:24:26	Form ID	252
Department	Inspector General Of Registration			Payment Details				
Type of Payment	Stamp Duty	Registration Fee		TAX ID / TAN (If Any)				
				PAN No.(If Applicable)				
Office Name	KRL1_JT SUB REGISTRAR KURLA NO 1			Full Name	ADITYARAJ BUILDERS			
Location	MUMBAI			Flat/Block No.	FLAT NO.1403, ADITYARAJ GOLD, BLDG NO 50			
Year	2022-2023 One Time			Premises/Building				
Account Head Details		Amount In Rs.		Road/Street	TAGORE NAGAR,VIKHROLI EAST			
0030045501	Stamp Duty	300000.00		Area/Locality	MUMBAI			
0030063301	Registration Fee	30000.00		Town/City/District				
				PIN	4	0	0	0
				PIN	8	3		
				Remarks (If Any)	SecondPartyName=Yashraj Wagh Wath Shinde			
				Amount In	Three Lakh Three Thousand Rupees Only			
Total	3,30,000.00		Words					
Payment Details	STATE BANK OF INDIA			FOR USE IN RECEIVING BANK				
Cheque-DD Details				Bank CIN	Ref. No.	00040572022060104860	IK0BSDNQG1	
Cheque/DD No.				Bank Date	RBI Date	01/06/2022-12:24:25	Not Verified with RBI	
Name of Bank				Bank-Branch	STATE BANK OF INDIA			
Name of Branch				Scroll No. , Date	Not Verified with Scroll			



Department ID : Mobile No. : 9769445575
 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 सदर चलन केवल दृश्य निबंधक कार्यालयत मोदणी करावयाच्या दस्तासाठी लागू आहे. मोदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

करल - ५		
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AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") is executed at Mumbai on this ^{4th} 9 day of JUN, 2022

BY AND BETWEEN

M/S. ADITYARAJ BUILDERS PAN NO. AATFA0341H., a Partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at **101 and 102, Purnima Pride, Building No. 03, Tagore Nagar, Vikhroli (E), Mumbai - 400 083.**, represented by its Authorized Partner **Mr. RAJKUMAR G. KHUSHALANI** hereinafter referred to as the "Promoter" (which expression shall unless the context or meaning thereof be deemed to mean and include its interest, executors, administrators and permitted assignees, including those of the respective partners),



AND

- 1. Mr. Yatish Raghunath Shetye, Aadhar No - 5603 2735 AZDPS6134K, Age 41 years;**

All Indian Inhabitant(s), presently reside at X-8/5, Godrej colony creek side, **Pirojsha nagar, Near Eastern Express Highway, Vikhroli (East), Mumbai- 400079.** (hereinafter collectively referred to as the "**Purchaser**", which expression shall unless it be repugnant to the context or meaning thereof mean and be deemed to include their respective heirs, executors, administrators and permitted assigns) of the **OTHER PART.**

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

WHEREAS:

A. Prior to December 1977, the Maharashtra Housing Board [formerly the Bombay Housing Board (B.H.B.) a statutory body constituted under the Maharashtra Housing Board Act, 1948 (BOM.LXIX of 1948) (hereinafter referred to as "the Board") was the owner of Land or well and sufficiently entitled to a large tract of lands situate at Vikhroli (East), Mumbai.

B. The Board stood dissolved pursuant to the constitution of the Maharashtra Housing and Area Development Authority, a statutory corporation constituted

(Signature)

Y. Shetye

करम - ५	
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under the Maharashtra Housing and Area Development Act, 1976 (Maharashtra XXVIII of 1977) ("said Act") having its office at **Griha Nirman Bhavan**, Kalanagar, Bandra (East), Mumbai - 400 051 (hereinafter referred to "**MHADA**" or "**Authority**"), duly constituted with effect from the **5th December 1977** under Government Notification No. **ARD-1077 (1)/desk - 44**, dated **5th December 1977**, of the Public Works and Housing Department, Government of



by operation of Section 15 of the said Act.

Under clauses (a) and (b) of Section 189 of the said Act, all the property rights, liabilities and obligations of the said dissolved Board including those arising under any agreement or contract became the property, rights, liabilities and obligations of **MHADA**.

- D. The Board was, inter alia, possessed of or otherwise well and sufficiently entitled to a piece or parcel of land bearing Survey No. **113, [part]**, City Survey No. **347 [part]** admeasuring square **933.16** meters as part of the Board's larger lands at Tagore nagar, Vikhroli (East), Mumbai - 400 083 and more particularly described in the **First Schedule** hereunder written (hereinafter referred to as "**the said land**") and Building No. **50** standing thereon consisting of **32** tenements (hereinafter referred to as "**the said building**").
- E. All the purchasers/Purchasers of tenements in the said building No. **50** formed and got registered a Co-operative Housing Society Ltd. in the name of "**Tagore Nagar Manoranjan C. H. S. Ltd.,**" under the Maharashtra Co-Operative Societies Act, 1960 bearing Registration No. **B.O.M (W) S.H.S.G.O.H. 9057 95 - 96** dated **8th August 1995**, and having their registered office at Building No. **50, Tagore Nagar, Vikhroli (E), Mumbai 400 083**. (Hereinafter referred to as "**the Society**").
- F. By and under the Indenture of Lease dated **4th January 1997**, made between Maharashtra Housing and Area Development Authority (MHADA), as the **Lessor of the One Part** and **Tagore Nagar Manoranjan C. H. S. Ltd., (Society)** as the **Lessee of the Other Part**, registered with the Sub-Registrar, Bandra, Mumbai, under Sr. No. **PBDR - 3 - 106 - 97**, the said land together with right in common was leased by MHADA to the Society for a term of 99 years commencing from **01st April 1980** in consideration of the lease rent payable by the Society as therein mentioned and on the **terms and conditions** set out therein.

Yshetty

Pek

करल - ५		
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- G. By and under the Deed of Sale dated **4th January 1997**, made between Maharashtra Housing and Area Development Authority (MHADA) as the Vendor of the One Part and "**Tagore Nagar Manoranjan C. H. S. Ltd.,**" as the Purchaser of the Other Part, registered with the Sub-Registrar, Bandra, Mumbai, under Sr. No. **PBDR - 3 - 104 - 97**, the said building No. 50 consisting of **32** tenements constructed on the said land was sold and transferred by MHADA to the Society for the consideration and on the terms and conditions set out therein and the names of Purchasers of **32** tenements in the said building being **32** Society members, were listed in Schedule thereto.
- H. Accordingly, **Tagore Nagar Manoranjan C. H. S. Ltd.,** (hereinafter referred to as "**the Society**") became the lessee of the said land bearing **13**, [part], City Survey No. **347** [part] at Tagore Nagar, Vikhroli (E), Mumbai-400 **083**. And the owner of the building No. 50 standing thereon and **32** tenements in the said building were allotted to the then members of the Society (the said Land together with the said building are hereinafter collectively referred to as the "**said Property**").
- I. The said building being old and in dilapidated condition, the Society invited offers for redevelopment of the said Property.
- J. After negotiations, meetings and discussions held by and between the Society and Promoter, the Society, in pursuance of the resolutions passed at the Extra Ordinary General Meeting of the members of the Society held on **8th March 2015**, vide its letter dated **21st March 2015** appointed the Promoter as developer for redevelopment of the said Property and the said Promoter vide its letter dated **21st March 2015**, addressed to the Society, accepted their appointment as developers for carrying out redevelopment of the said Property by demolition of the said building and construction of new building on the said land on the terms and conditions contained therein.
- K. By and under the Development Agreement dated **26th November 2015** made between the Society viz. "**Tagore Nagar Manoranjan C. H. S. Ltd.,**" and M/s. **Adityaraj Builders** (Promoter herein) as the Developer, registered with Sub Registrar, **Kurla - 2** under Sr. No. **KRL 2 - 11077 - 2015** (hereinafter referred to as "**the Development Agreement**"), the Society has granted the development rights for redevelopment of the said Property to the Promoter on the terms and conditions contained therein.



BB

Adityaraj Builders

करल - ५		
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L. Pursuant to the said Development Agreement, the Society has executed a Power of Attorney dated **26th November 2015**, in favour of the Promoter and its partners, registered with the Sub Registrar **Kurla - 2** under sr. no. **KRL 2 - 11078 - 2015** to enable the Promoter to take necessary steps for redevelopment of the said property.



M. According to the Development Agreement, the Promoter shall allot **32 Flats** of **500 Sq. Ft. Carpet Area** in the new building to be constructed on the said land to the members of the Society named in Schedule attached hereto and the Promoter is free to sell the remaining Flats along with parking areas in the said new building (hereinafter referred to as "**Promoter Allocated**") by utilizing maximum permissible floor space index (FSI) including transferable/additional FSI and/or by loading Transferrable Development Rights (TDR) for construction of the new building on the said land.

N. Accordingly, in pursuance of the Development Agreement, the Promoter herein viz. **M/s. Adityaraj Builders** has development rights in the said Property on the terms and conditions contained in the Development Agreement.

O. A copy each of the Title Certificate issued by the Advocate of the Promoter and the Property Card in respect of the said Property is annexed hereto and marked as **Annexure "A"** and **"B"** respectively.

P. Pursuant to the Development Agreement, the Promoter has obtained from MHADA the Intimation of Approval (IOD) bearing No. **CHE/ES/2058/S/337 (NEW)** dated **15th May 2018**, Commencement Certificate (CC) bearing No. **MH / EE / (B.P.) / GM / MHADA - 8 / 297 / 2019** dated **5th October 2020** and Amended Plan (AP) bearing **MH / EE / (B.P.) / GM / MHADA 08/297 / 2020** dated **3rd November 2021** for redevelopment of the said building and construction of new building on the said land upto **22nd Upper Slab**. A copy each of IOA, CC, AP is annexed hereto and marked as **Annexure "C"**, **"D"** and **"E"** respectively.

Q. The Promoter has entered into standard agreement with Architect viz. **Mr. Rajendra Shashikant Karnik** of **M/s. Architects Collaboration ("Architect")**, an Architect Firm duly registered with the Council of Architects, for Architectural work concerning development of the Property including preparation of the layout and construction plans of the new building and further entered into standard agreement with Structural Engineer viz. **Mr.**

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Vikas Gokhale of M/s Associated Consultants ("Structural Engineer") for preparation of structural designs and drawings of the new building and the Promoter has accepted the professional supervision of Architect and Structural Engineer for the completion of the new building, subject to the reservation of rights and authority by the Promoter to change the Architect and Structural Engineer, as the case may be, and to appoint new Architect and Structural Engineer for completion of the new building.



- R. The Promoter has obtained the requisite sanctions/approvals from MHADA/MCGM for the plans, specifications, elevations and building/s to be constructed on the said land and shall obtain all the approvals from various authorities from time to time.
- S. While sanctioning the said plans MHADA and/or the concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said Property and upon the observance and performance of which only the completion or occupation certificate in respect of the new building shall be granted by MHADA/concerned local authority.
- T. Accordingly, the Promoter has commenced construction of the new building on the said land as per plans and specifications sanctioned by MHADA and completed the construction up to **23rd Slab Completed**.
- U. The Purchaser being desirous of purchasing a flat/apartment in the new building, the Purchaser has carried out independent search and satisfied himself/herself regarding the marketable title and rights and authorities of the Promoter herein to develop the said Property and being so satisfied, has offered to purchase and the Promoter has agreed to sell to the Purchaser, the Residential Flat/Apartment bearing No. **1403**, on the **14th Floor** in of the new building, which forms part of the Promoter Allocated Area and is more particularly described in the **Second Schedule** hereunder written, forming (hereinafter referred to as the "**Apartment**").
- V. The Purchaser has taken inspection of the approved building plans sanctioned by MHADA for construction of the new building. The floor plan, showing the said Apartment in Red Cross lines, is annexed hereto and marked as Annexure "**F**".
- W. The Purchaser is aware of the fact that the Promoter herein has entered or will enter into similar or separate agreements with several other purchasers of the

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करल - ५		
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other flats/apartment/s forming part of the Promoter Allocated Area in the new building.

- X. Under Section 13 of the Real Estate (Regulation and Development) Act, 2016 read with Rule 10 of Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of estate agents, rates of interest and disclosures on website) Rules, 2017, the Promoter is required to present the same for registration under the provisions of the Indian Registration Act, 1908.



The Promoter has registered the new building project under the provisions of the Maharashtra Real Estate Regulatory Authority (MAHA RERA) with Registration No. P51800022235. A copy of the Registration Certificate issued by the Authority is annexed hereto and marked as **Annexure "G"**.

(MCGM Assessment Number / SAC NO - SX0300720190000)

- Z. The Purchaser on going through and accepting all the conditions of sanctioned plans and other sanctions/approvals, has agreed to purchase the said Apartment for the consideration and on the terms and conditions herein contained. All such conditions shall be binding on the Purchaser.
- AA. The Purchaser has also been shown the conditions of contracts entered into by the Promoter with the vendors/ contractors/ manufacturers inter alia as to workmanship and quality of products/fittings and fixtures as agreed between promoter and the vendors and on independently verifying the same, the Purchaser has agreed to the same and all such conditions shall be binding on the Purchaser.

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

1. PROMOTER TO CONSTRUCT THE BUILDING AND PURCHASER TO PURCHASE THE APARTMENT

- 1.1 The Promoter shall construct the new building proposed to be named as "Tagore Nagar Manoranjan C. H. S. Ltd.," (hereinafter referred to as the "Building"), or such other name as the Promoter in its sole discretion may decide, on the said land, more particularly described in the **First Schedule** hereunder written, consisting of Ground Floor + Stilt + Mechanical Stack Parking & **Twenty Two upper floors having residential flats/apartments**, on the land forming part of the said Property in accordance with the plans, designs

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and specifications approved/to be approved by MHADA and/or other concerned local authorities from time to time and as amended from time to time as the MCGM / MHADA or the Promoter may deem fit and the Purchaser hereby consents to the same. The Promoter shall, however be entitled to make any variations, alterations or amendments in the said plans or specifications and /or layout plans if decided by the Promoter or if required for the purpose of meeting any requisition, objection or requirement of the concerned local authorities. The Purchaser shall not object to the aforesaid amendments or alterations and hereby grants irrevocable consent to the same.



1.2 (i) The Purchaser hereby agrees to purchase from the Promoter here by agrees to sell to the Purchaser Apartment No. 1403 area 269 sq. ft. carpet area including columns projections as per MHA RERA norms on **14th** floor in of the Building and more particularly described in the **Second Schedule** hereunder written (hereinafter referred to as the "**Apartment**") as shown in the Floor plan thereof hereto annexed and marked "**Annexure F**" for the consideration of **Rs. 50,00,000/- (Rupees Fifty Lakhs Only)** with right to use the common areas and facilities appurtenant thereto, the nature, extent and description of the common areas and facilities are more particularly described in the **Second Schedule** and "**Annexure H**" hereunder written.

(ii) The total aggregate consideration amount excluding Govt. Taxes for the apartment including the right to use the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Second Schedule** and "**Annexure H**" hereunder written as mutually agreed is **Rs. 50,00,000/- (Rupees Fifty Lakhs Only)** ("**Total Price**"), Paid Amount is **Rs. 5,00,000/- (Rupees Five Lakhs Only)**, Balance Amount is **Rs. 45,00,000/- (Rupees Forty Five Lakhs Only)**

(iii) The Purchaser hereby confirms and agrees that since he / they have not been allotted or sold any car parking space under stilt area or in open compound area / Tower Parking of the new building, he / they will not **claim any parking slot until and unless it is specifically allotted to him / them in writing.**

1.3 The Purchaser has paid/agreed to pay to the Promoter the Total Price in the following manner as per payment schedule plus GST @ 5% as per the schedule

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PARTICULARS	schedule	Amount (Rs.) For Total Price	Amount (Rs.) For GST (5%)	Amount (Rs) Inclusive of GST
BASIC COST		Rs.5000000		
On Booking	10%	Rs.500000	Rs.25000	Rs.525000
On Execution of Agreement	20%	Rs.1000000	Rs.50000	Rs.1050000
On Completion of Plinth	15%	Rs.750000	Rs.37500	Rs.787500
On Completion of 1st Slab	2%	Rs.100000	Rs.5000	Rs.105000
On Completion of 2nd Slab	2%	Rs.100000	Rs.5000	Rs.105000
On Completion of 3rd Slab	2%	Rs.100000	Rs.5000	Rs.105000
On Completion of 4th Slab	1%	Rs.50000	Rs.2500	Rs.52500
On Completion of 5th Slab	1%	Rs.50000	Rs.2500	Rs.52500
On Completion of 6th Slab	1%	Rs.50000	Rs.2500	Rs.52500
On Completion of 7th Slab	1%	Rs.50000	Rs.2500	Rs.52500
On Completion of 8th Slab	1%	Rs.50000	Rs.2500	Rs.52500
On Completion of 9th Slab	1%	Rs.50000	Rs.2500	Rs.52500
On Completion of 10th Slab	1%	Rs.50000	Rs.2500	Rs.52500
On Completion of 11th Slab	1%	Rs.50000	Rs.2500	Rs.52500
On Completion of 12th Slab	1%	Rs.50000	Rs.2500	Rs.52500
On Completion of 13th Slab	1%	Rs.50000	Rs.2500	Rs.52500
On Completion of 14th Slab	1%	Rs.50000	Rs.2500	Rs.52500
On Completion of 15th Slab	1%	Rs.50000	Rs.2500	Rs.52500
On Completion of 16th Slab	1%	Rs.50000	Rs.2500	Rs.52500
On Completion of 17th Slab	1%	Rs.50000	Rs.2500	Rs.52500
On Completion of 18th Slab	1%	Rs.50000	Rs.2500	Rs.52500
On Completion of 19th Slab	1%	Rs.50000	Rs.2500	Rs.52500
On Completion of 20th Slab	1%	Rs.50000	Rs.2500	Rs.52500
On Completion of 21st Slab	1%	Rs.50000	Rs.2500	Rs.52500
On Completion of 22nd Slab	1%	Rs.50000	Rs.2500	Rs.52500
On Completion of Walls, Internal wall Plaster, Flooring, Doors, Windows Work	5%	Rs.250000	Rs.12500	Rs.262500
On Completion Sanitary fittings, Staircases, Lifts Wells, Lobbies	5%	Rs.250000	Rs.12500	Rs.262500
On Commencement of Internal Plumbing and External Plaster, Elevation Work	5%	Rs.250000	Rs.12500	Rs.262500
On Commencement of Lifts, Water Pumps, Electrical Fittings	5%	Rs.250000	Rs.12500	Rs.262500
On Commencement Entrance Lobby, Plinth Protection, Paving	5%	Rs.250000	Rs.12500	Rs.262500
On Possession	5%	Rs.250000	Rs.12500	Rs.262500
TOTAL	100%	Rs.5000000	Rs.250000	Rs.5250000

1.4 The Purchaser agrees that the amount payable on possession shall be payable by the Purchaser before handover of Physical possession of the Apartment or on

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करल - ५		
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receipt of Completion Certificate from Architect / Occupation Certificate From Authorities, whichever is earlier.

1.5 Further the Purchaser agrees to take over physical possession of his/her premises, even in the absence of Occupation Certificate once electricity, water and Lifts are installed and completion certificate of Architect

1.6 The Total Price above excludes all Taxes such as Goods and Services Tax or any other similar taxes which may be levied in connection with the construction of the Building up to the date of handing over the possession of the Apartment and all such Taxes shall be payable by the Purchaser in the absence of Occupation Certificate.



1.7 The installments referred herein above and payable by the Purchaser shall be paid on the respective due dates strictly as per the aforesaid time schedule without any delay or default as time in respect of payment of installments in respect of all amounts payable under this Agreement, the time being the essence of the contract. The Promoter shall forward to the Purchaser, at the address given by the Purchaser in this Agreement, intimation recording the Promoter having commenced the particular stage of the work. The Purchaser shall be bound to pay the amount of the installments due within 15 days from the date of demand i.e. the Promoter dispatching such intimation by post or through Courier Service at the address of the Purchaser as given in this Agreement.

1.8 The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

1.9 The Promoter shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total price payable for the carpet area shall be recalculated upon

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confirmation by the Promoter. If there is any reduction in the carpet area beyond 3%, Promoter shall refund the excess money paid by Purchaser within 45 (forty five) days with annual interest at the rate specified in RERA, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Promoter shall demand additional amount from the Purchaser as per the next milestone of the Payment. Monetary adjustments shall be made at the rate calculated per annum based on the Total Price as agreed in Clause 1.2 (i) of this



The Developer (Dityaraj Builders) has availed construction finance from Birla Housing Finance Limited vide sanction dated 24th January 2022 on "Tagore Nagar Manoranjan C. H. S. Ltd." Building No. 50, Village Hariyali, Tagore Nagar, Vikhroli (E), Mumbai-400 083. Survey No. 113 (Part), City Survey No. 347 [part], This construction finance loan is secured against the mortgage of development rights of the project, free sale FSI / units along with present & future receivables in the project "Tagore Nagar Manoranjan C. H. S. Ltd."

1.10 The Purchaser authorizes the Promoter 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 Promoter may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

2. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL AUTHORITY

- 2.1.** The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans of the Building or thereafter and shall, before handing over possession of the Apartment to the Purchaser herein, obtain from the concerned local authority/development controlling authority occupation and/or completion certificate in respect of the Apartment.
- 2.2.** The Purchaser shall accept and observe all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time sanctioning the said plans or thereafter and further observe all development controlling rules applicable to the building in which the apartment is situated.

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2.3. Time is essence for the Promoter as well as the Purchaser. The Promoter shall abide by the time schedule for completing the Building and handing over the Apartment to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser shall make timely payments of the instalment and other dues payable by the Purchaser under the Payment Plan and meeting the other obligations under the Payment Plan to the simultaneous completion of construction by the Promoter.



3. FLOOR SPACE INDEX

The Promoter hereby declares that the Floor Space Index (FSI) on date in respect of the said Property is 3.00 for Plot FSI. However, since the said Property falls under the **Tagore Nagar** MHADA Layout, as per Govt. of Maharashtra's GR /MHADA guidelines dated 3.07.2017 under revised Regulation No. 33 (5), the total FSI available on such Layout will be 3.00 Plot FSI + Pro-rata FSI and Fungible FSI available, which has been sanctioned by the MHADA / concerned authorities and the Promoter has planned to utilize such total Floor Space Index to be made available by MHADA / concerned authorities from time to time. The Promoter has disclosed the Floor Space Index as described hereinbefore as proposed to be utilized by them on the said Property in the said project and the Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4. INTEREST IN CASE OF DELAY

4.1. If the Promoter fails to abide by the time schedule for completing the Building and handing over the Apartment to the Purchaser, the Promoter agrees to pay to the Purchaser, who does not intend to withdraw from the Building, interest as specified in the Maharashtra Real Estate (Rules and Regulations) (Registration of real estate projects, Registration of estate agents, rates of interest and disclosures on website) Rules, 2017 (the "Rules"), on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession of the Apartment. The Purchaser agrees to pay to the Promoter, interest as specified in the Rules, on all the delayed payments which become due and payable by the Purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Promoter.

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4.2. Without prejudice to the right of Promoter to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing 3 (three) defaults in payment of installments, the Promoter at its own option, may terminate this Agreement.



Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and at the same address provided by the Purchaser, of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the promoter shall be entitled to terminate this Agreement and forfeit the advance payment or earnest money deposit or application fee of 10% of the Total Price as the pre-determined liquidated damages.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Purchaser (subject to adjustment and recovery of the agreed liquidated damages and any other amount which may be payable to Promoter) within a period of 30 (thirty) days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Purchaser to the Promoter, subject to the Purchaser signing the Cancellation Agreement and admitting execution thereof before the Sub-Registrar concerned. PROVIDED THAT if the Purchaser fails to execute the Cancellation Agreement and/or to admit execution thereof before the concerned Sub-Registrar. The partners of the Promoter shall be entitled to act as attorney of the Purchaser for signing such Cancellation Agreement and/or to admit execution thereof before the concerned Sub-Registrar. On termination of this Agreement by service of notice by the Promoter, save as aforesaid, the Purchaser shall have no rights whatsoever under this Agreement.

5. COMMON AMENITIES ETC.

The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter in the Building and the Apartment are set out in the Annexure "H". hereunder written. However, the Promoter shall

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करल - ५		
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be entitled to change such amenities, fixtures and fittings etc. at any time during the construction of the new building.

6. POSSESSION

6.1. The Promoter shall endeavor to give possession of the Apartment to the Purchaser on or before **30th June 2023** (hereinafter referred to as the "Date of Possession"). If the Promoter fails or neglects to give possession of the Apartment to the Purchaser herein on account of reasons beyond their control and of their agents, by the aforesaid date, then the Promoter shall be liable on demand to refund to the Purchaser the amounts already received from him in respect of the Apartment with interest as may be mentioned in Clause 4.1 herein above, from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.



PROVIDED THAT the Promoter shall be entitled to reasonable extension of time for giving delivery of the Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of: -

- Nor-availability of steel, cement, other building material, water or electric supply; War, civil commotion, epidemic, pandemic or act of God;
- Any notice, order, rule, notification of the Government and/or other public or competent authority;
- The Purchaser has committed any default in payment of installment and all other amounts payable by the Purchaser to the Promoter in respect of the Apartment; and
- Any extra work / addition required to be carried in the Apartment as per the requirement and at the cost of the Purchaser.
- If any lockdown duration is imposed by Govt. authorities.

6.2. POSSESSION OF THE APARTMENT

6.2.1 Procedure of taking Possession

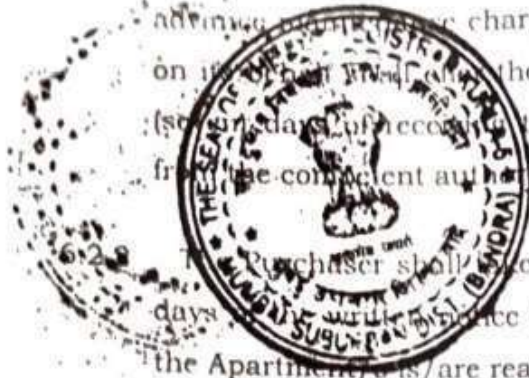
The Promoter, upon obtaining the occupancy certificate / completion certificate from the competent authority / Architect and the payment made by the Purchaser of all the amounts as per this Agreement, shall offer in writing the possession of the Apartment, to the Purchaser in terms of this Agreement to be taken within **3 (Three) months** from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Purchaser. The Promoter agrees and undertakes to indemnify the Purchaser

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करल - ५		
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in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser agree(s) to pay all the amounts payable by the Purchaser under this Agreement including the advance charges as determined by the Promoter. The Promoter shall hand over the possession to the Purchaser in writing within 7 (seven) days of receipt of the occupancy certificate / completion certificate from the competent authority / Architect.



The Purchaser shall take possession of the Apartment within 15 (Fifteen) days of receipt of the possession letter from the Promoter to the Allottee intimating that the Apartment(s) are ready for use and occupancy.

6.3. Failure of Purchaser to take Possession of Apartment

Upon receiving a written intimation from the Promoter as per clause 6.2.1 above, the Purchaser shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 6.2.2 above, the Purchaser shall continue to be liable to pay maintenance charges and property tax as applicable with interest for delayed payments.

6.4. Defect Liability

If within the period of 1 (one) year from the date of handing over the Apartment to the Purchaser herein, the Purchaser herein brings to the notice of the Promoter, any structural defect in the Apartment or in the building in which Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible, such defects shall be rectified by the Promoter at its own cost and expense and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under RERA, PROVIDED HOWEVER THAT any such defect arising due to unauthorized alterations carried out by the Purchaser or any other Purchaser in the Apartment(s) or building, the Promoter shall not be liable for the same.

PROVIDED FURTHER THAT it is agreed that the defect liability period shall be deemed to have commenced from the date of obtaining the occupation certificate or from the date on which the Promoter has given the necessary

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करल - ५		
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intimation in writing under this agreement to the Purchaser to take the possession or the date on which the Purchaser has taken possession of the Apartment for fit-outs or otherwise, whichever is earlier.

PROVIDED HOWEVER THAT the Purchaser shall not carry out any alterations of any nature whatsoever nature in the Apartment or in the fittings therein, in particular it is hereby agreed that the Purchaser shall not carry out any alteration in any of the fittings, pipes, water supply connections or any other part of the alteration in the bathroom, toilet and kitchen, which may result in leakage of the water. If any of such works are carried out without the written consent of the Promoter, the defect liability of the Promoter shall become void automatically.



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

7. USE OF THE APARTMENT

- 7.i. The Purchaser shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence and for no other purpose whatsoever. Provided that, any owner/s or occupier/s of any residential apartment in the building / wing shall not use, the Apartment/s, for classes, massage center, gambling house or any illegal or immoral purpose.
- 7.ii. The Purchaser shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. The Purchaser shall use the parking space, if it has been allotted to him, only for purpose of keeping or parking his personal light vehicle.
- 7.iii. After delivery of possession of the Apartment by the Promoter to the Allottee in terms of these presents, the Purchaser, for whatsoever reason desires to grant the use of the Apartment to any third party on leave and license basis or otherwise, prior written consent of the Promoter and after handover of the Building to the Society, prior written consent of the Society shall be required to be obtained by the Purchaser and copy of such leave and license agreement/instrument shall be deposited by the Purchaser with the Promoter or the Society, as the case may be, and further the Purchaser herein/owner shall ensure that such licensee(s) obtains requisite

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करल - ५		
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permission/clearance from the concerned police station in writing as to the use of the Apartment along with the details of the persons who intend to reside / use the Apartment.

8. MEMBERSHIP OF SOCIETY



The Promoter is aware that, this is a redevelopment Project and that the Co-operative Housing Society by the name "Tagore Nagar Manoranjan C. H. S. Ltd." has already been formed and registered in the year 8th August 1995. The Promoter, therefore, along with the existing Members and other Purchasers of Apartments in the building shall join as a Member of the said Society and sign and execute the application for membership and the other papers and documents for becoming a member as may be required by the Society. The Promoter shall if necessary become member of the said Society in respect of their right and benefits conferred /reserved herein in respect of unsold Apartments or otherwise. If the Promoter transfers, assigns and disposes of such rights and benefits at any time to anybody, the purchasers thereof shall become the members of the said society in respect of the said rights and benefits. The Purchaser herein and the said society will not have any objection to admit such purchasers as members of the said society. The Purchaser shall sign and execute all applications, forms, declarations, bye-laws and other documents as may be required by the Society and shall also pay admission / membership fees and any other charges / contribution / corpus as may be directed by the Society.

- 8.ii. The Promoter reserves to itself, the unfettered right to full, free and complete right of way and means of access over, along and under all the internal access roads in the said Property and the common right of ways at all times, by day and night, for all purposes, with or without carts, carriages, motor cars, motor cycles, wagons and other vehicles (of all descriptions) laden or un laden, and with or without horses and other animals and also to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use and enjoyment of the said property and if necessary to connect drains, pipes, cables etc. under over or along the land appurtenant to the building provided no hardship/inconvenience occurred to the members of the Society and other flat purchasers while using and enjoying their respective flats with the common amenities as agreed.

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8.iii. The Promoter will have a right to install or have installed their logo in/upon one or more places in the said property and the Promoter reserve to themselves full, free and complete right of way and means of access to such places/s at all times for the purpose of repairing, painting, altering or changing the logo at their own costs till the Building is handed over to the Society.

8.iv. Within 15 (fifteen) days after notice in writing is given to the Promoter, the Purchaser shall be liable to bear and pay the proportionate share (in proportion to the carpet area of the Apartment) of outgoings in respect of the Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, electricity bills, lights, repairs and salaries of clerks bill collectors, Watchman, sweepers and all other expenses necessary and incidental to the management and maintenance of the Property and building/s. Until the Building is handed over to the Society, the Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter. The Purchaser further agrees that till the Purchaser's share is so determined, the Purchaser shall pay to the Promoter provisional monthly contribution of **Rs. 1,345/-** per month towards the outgoings. The amounts so paid by the Purchaser to the Promoter shall not carry any interest and the Promoter shall not be liable to provide any account thereof to the Purchaser and/or the Society.



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

9. **OTHER PAYMENTS**

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

- i. Rs. 25,500/- for share money, admission/membership fee of the Society and other share of corpus contribution fixed by the Society;



- ii. Rs. 1,345/- for Development charges. (Including GST) per month for deposit/charges towards provisional monthly contributions towards outgoings such as insurance, common lights, repairs and salaries of clerks, Watchman, sweepers, and all other expenses necessary and incidental to the management and maintenance of the said property and the said buildings of Society/s Rs. 8,070/- for a period of 6 Months, Further extended if required. (monthly contribution will be calculated on carpet area).

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

10. STAMP DUTY AND REGISTRATION

The Developer / Promoter shall be liable to pay the stamp duty, registration charges.

11. PURCHASER'S AGREEMENT TO PAY FURTHER AMOUNTS:

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

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

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11.ii. The Purchaser further shall pay municipal and revenue taxes, N.A taxes, local taxes, cess, duty or such other levies by local authority and/or by Government Departments and other statutory outgoings to the extent of the Purchaser's share due and payable from the date of issue of the Certificate of concerned building or as and when determined by the concerned authorities, whichever is earlier. The Promoter shall be held responsible for any consequences for non-payment of municipal and other taxes for any reasons or grounds whatsoever.



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

12. PAYMENT OF STATUTORY TAXES, CESSSES ETC:

12.i. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Services Tax (GST), and cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Building payable by the Promoter) up to the date of handing over the possession of the Apartment. It is agreed between the parties hereto that, the Purchaser herein shall bear and pay such Taxes on or about execution of these present or as and when such Taxes become payable from time to time for the sale transaction hereunder, to the Promoter herein to enable the Promoter to deposit/pay the same to the Government Authorities

12.ii. If at any time, after execution of this agreement any existing tax is increased under respective statutes by the State and/or Central Government and / or any additional / new taxes / duty / charges / premium / cess /

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surcharge etc., by whatever name called, is/are levied or recovered or become payable under any statute/rule/regulation, notification or order either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said property or the Apartment on this agreement or the transaction hereunder, the same shall be exclusively paid/borne by the Purchaser. The Purchaser hereby agrees to keep the Promoter fully indemnified from all such taxes, cesses, levies, costs and consequences.



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

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- 13(i). The Society has clear and marketable title with respect to the Property and the Promoter has development rights in the Property as declared in the title certificate annexed to this agreement and in pursuance thereof the Promoter has the requisite rights to carry out development upon the Property and also has actual and physical possession of the Property for construction of the Building;
- 13(ii). The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Property and has obtained/shall obtain requisite approvals from time to time to complete the construction of the Building;
- 13(iii). There are no encumbrances upon the Property or the Building except those disclosed to the Purchaser;
- 13(iv). There are no litigations pending before any Court of law with respect to the Property or Building, except those disclosed in the title certificate(s);

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- 13(v). All approvals, licenses and permits issued by the competent authorities with respect to the Building to be constructed are valid and subsisting and have been/will be obtained by following due process of law. Further, all approvals, licenses and permits issued/to be issued by the competent authorities with respect to the Building have been and shall be obtained by following due process of law and the Promoter has been and shall be at all times, remain to be in compliance with all approvals, licenses and permits issued to the Building and common areas.
- 13(vi). The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- 13(vii). The Promoter has not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the Apartment hereunder agreed to be sold, which may, in any manner, affect the rights of the Purchaser under this Agreement;
- 13(viii). The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Apartment to the Purchaser in the manner contemplated in this Agreement;
- 13(ix). The Society/Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and or penalties and other outgoings, whatsoever, payable with respect to the Building to the competent authorities; and
- 13(x). No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Property) has been received or served upon the Society/Promoter in respect of the Property and/or the Building to be constructed except as disclosed to the Purchaser

14. COVENANTS OF THE PURCHASER

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

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14 (ii) To maintain the apartment at the Purchaser's own cost in good tenable repair and condition from the date of possession of the apartment is taken and shall not do or cause to be done anything in or to the Apartment or the building in which the Apartment is situated, staircase, entrance lobbies or any passage which may be situated, the rules, regulations or bye laws of the concerned local or public authority or change/alter or make addition in or to the Apartment and/or to the building in which the Apartment is situated and in or to the Apartment itself or any part thereof.



to store in/outside the Apartment or surrounded area of the building, any goods which are of hazardous, combustible or dangerous nature or are too heavy as to damage the construction or structure of the building or storing of such goods is objected to by the concerned local authority or any other authority or under any law and shall not carry out or caused to be carried out heavy packages upto upper floors, which may damage or likely to damage staircase, common passages, lift / elevator or any other structure of the building including entrances of the building and in case of any damage is caused to the building in which the Apartment is situated on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for all the consequences of the breach.

14 (iii). To carry out at his own cost all internal repairs to the Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter. Provided that for the defect liability period such repairs shall be carried out by the Purchaser with the written consent and under the supervision of the Promoter and shall not do or cause to be done anything contrary to the rules, regulations and bye-laws of the concerned local authority or other public authority. But in the event of the Purchaser committing any act in contravention of the above provisions, the Purchaser shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority.

14 (iv). Not to demolish or cause to be demolished at any time or cause to make any addition and/or alteration of whatsoever nature in or to the Apartment or any part thereof and not to make any addition or alteration in the elevation including doors, windows, railing or to cover the adjacent terraces and sit out to create any roof or canopy or

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