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enclosures of any sort in any manner or to open any additional door or windows to any outer wall of the Apartment and outside colour scheme of the building and shall keep the sewers, drains, pipes, and appurtenances thereto in good tenantable repair and in particular, so as to support shelter and protect the building and shall not chisel or in any other manner cut, damage, columns, beams, walls, slabs or RCC panels or other structural members in the Apartment.



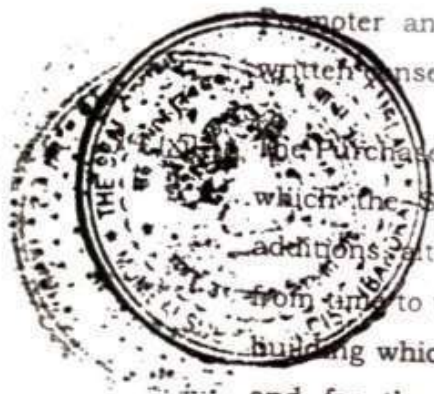
- 14 (v). Not to do or permit to be done any act or thing which is void or voidable any insurance of the Property and the building or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.
- 14 (vi). Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Apartment in the compound or any portion of the Property and the building.
- 14 (vii). As per MCGM norms the dry and wet garbage shall be separated and wet garbage generated in the building shall be treated separately on the same plot by the residents, occupants and new flat purchasers of the apartments in the new building.
- 14 (viii). Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his share of security deposits and other charges demanded by the Promoter and/or concerned local authority or Government or electric supply company for giving water, electricity or any other service connection to the building in which the Apartment is situated.
- 14 (ix). To bear and pay the local taxes, water charges, insurance and such other levies, if any from the date of completion/occupation certificate in respect of the Apartment or from the date of possession, whichever is earlier, and also any additional increased taxes, insurances etc. which are imposed by the concerned local authority and/or the Government and/or other public authority on account of change of user of the Apartment by the Purchaser viz. user for any purposes other than for residential purposes as shown in the sanctioned plan.
- 14 (x). The Purchaser shall not let, sub-let, sell, transfer, assign or part with the Apartment or Purchaser's rights or interest under this agreement or part with the possession of the Apartment until all the dues

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payable by the Purchaser to the Promoter under this agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Purchaser has intimated in writing to the Promoter and/or the Society, as the case may be, and obtained written consent for the same.



The Purchaser shall observe and perform all the rules and regulations which the Society has adopted or may adopt in future and the additions, alterations, and/or amendments thereof that may be made from time to time for protection and maintenance of the Property and building which is to be constructed thereon and apartments therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and the Government and other public bodies. The Purchaser shall observe and perform all the stipulations and conditions laid down by Bye-laws of the Society, regarding the occupation and use of the Apartment in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms and conditions of this Agreement.

- 14 (xii). The Purchaser shall permit the Promoter and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Apartment and the Property and building or any part thereof to view and examine the state and condition thereof and/or to carry out any works in the Apartment or other parts of the Building.
- 14 (xiii). That only the said Apartment is agreed to be sold hereunder and at no time the Purchaser shall demand partition of his interest in the said building and/or said property, it being hereby agreed and declared by the Purchaser that such interest in the said Apartment is importable.
- 14 (xiv). The Purchaser hereby expressly agrees and covenants with the Promoter that in the event of all Floors of the said proposed building on the said property being not ready for occupation simultaneously and in the event of the Promoter offering license to enter upon the said Apartment to the Purchaser earlier than completion of all the

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floors and wings on the said property then and in that event the Purchaser has no objection to the Promoter completing the construction of the balance Floor/s or building on the said property without any interference or objection by the Purchaser. The Purchaser further confirms that he shall not object to the construction of the balance floor/s or building, wing/s or building on the said property by the Promoter on the ground of nuisance, annoyance or reason whatsoever and the Promoter shall be entitled to enter upon the said floor or floors or wing/s or building/s on the said property as they may desire in their absolute discretion without any interference or objection or dispute by the Purchaser.



15. SPECIAL COVENANTS AS TO THE ALTERATION AND SCHEME

- 15.1 The Purchaser shall not make or allow any internal changes, as to shifting of walls, toilets, chiselling walls and R.C.C. by the members in the Apartment and no request for providing or shifting of walls, toilets etc. in the Apartment shall be entertained.
- 15.2 The Promoter herein has specifically informed to the Purchaser and the Purchaser herein is also well aware that, the Promoter herein is developing the scheme with intention to have the homogeneity in the scheme as to landscaping, height and elevation of the building/s, outer colour scheme, terrace, windows and grills etc. and hence the Purchaser or any owner or occupier of the apartment/s in the building shall and will not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any outer expansions by any manner and/or to install or hang any plants or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. The Purchaser shall observe that, outlet of rain water / water of adjacent terraces / sit-outs / roofs shall always have proper flow and shall not obstruct the uninterrupted flow of water in any manner. The Purchaser herein specifically undertakes to abide aforesaid conditions and on relying upon this undertaking, the Promoter herein has agreed to allot and sale the apartment to the Purchaser herein, subject to the terms and condition of this Agreement.
- 15.3 In the Building the Promoter herein are providing amenities / material / plant and equipment in common facilities like elevator, electric room, tower parking etc. and which has to be operated / used by the persons in the Building with

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adequate knowledge and due diligence and observe all types of safety and considering this aspect, it is specifically agreed between the parties hereto that, the Promoter shall not be responsible after handing over of the Building to the Society and the Society shall set its own norms for use of common amenities in order to avoid damages due to misuse, injuries and causalities / calamities or any damages of whatsoever nature caused to any person or the Promoter and/or its partners shall and will not be responsible in any manner whatsoever under any circumstances.



16. PROMOTER'S EXCLUSIVE RIGHT OF ALLOTMENT OF PARKING SPACES:

As the available parking spaces in the new building may not be sufficient for allotment to all the purchasers, to avoid the disputes between apartment holders about parking spaces, the Promoter herein shall be entitled to allot the available parking spaces under stilt, tower parking and within open areas and such allotment by the promoter shall be binding on all the purchasers of apartments in the said new building.

17. THE PROMOTER'S RIGHT TO DEAL WITH THE TERRACES ETC.

As per Development Control Rules applicable to the Building to be constructed on the Property, the Promoter herein is required to pay the premium to the sanctioning authority / local authority for obtaining sanction for terraces and other area of the buildings and considering these aspects, the Promoter has paid premium amount and as such, the Promoter shall be entitled to deal with such terraces, etc. And the Purchaser herein by executing this Agreement has given his/her irrevocable consent for the same and the exclusive right of the Promoter to deal with same. It is hereby agreed that the areas mentioned in the "SECOND SCHEDULE" and only common Amenities mentioned in the "Annexure H" shall be the common facilities and the Promoter shall be entitled to declare all other common areas in the Building as restricted or reserved areas and facilities or alienate and dispose of such other areas and facilities in such manner as the Promoter thinks fit.

18. THE PROMOTER'S RIGHT TO PROVIDE WITH A REFUGE AREA

The Promoter herein is required to provide with Refuge area as per the directions of the Chief Fire Officer, Mumbai Fire Brigade. The Purchaser has been informed that as per the condition that may be imposed by the Chief Fire

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Officer B.M.C., the occupants of the Building are required to do the following acts, deeds and things and/or required to observe the following: -

- (i) Entrance door to the Refuge Area shall bear a signboard painted in luminous paint mentioning "REFUGE AREA IN CASE OF EMERGENCY".
- (ii) Adequate drinking water facilities shall be provided in the Refuge Area.
- (iii) Adequate emergency lighting facility connected to the staircase, corridor lighting circuits shall be provided in the Refuge Area.



The Promoter or the Society, as the case may be, shall comply with the above requirements and the other fire safety measures as per the bye-laws and regulations of the Chief Fire Officer, Mumbai Fire Brigade and further modifications made thereto, from time to time.

19. SPECIFIC COVENANTS

The Parties hereto hereby specifically covenant with each other as under:

- a) The relation between Promoter and the Purchaser herein for the transaction in respect of the Apartment is of seller and buyer respectively and the Promoter has agreed to sell the Apartment for the sale consideration on the terms and conditions set forth in this Agreement.
- b) The Purchaser herein admits and agrees to always admit that, after delivery of possession of the Apartment by the Promoter to the Purchaser herein, it will always be presumed that the Promoter has discharged and performed all their obligations including those under RERA.
- c) At the time of taking possession, the Purchaser shall inspect the Apartment and execute such other documents such as Possession Letter, Indemnity, Declaration, Undertaking, etc., as might be required by the Promoter.
- d) The Purchaser is hereby prohibited from raising any objection in the matter of sale of flats, apartments being commercial or otherwise in the buildings which are to be constructed on the Property, as well as in amenity space and allotment of exclusive right to use terrace/s, car parking spaces, tower parking, garden space, spaces for advertisement or any others space/s whether constructed or not and called under whatever name, etc. on the ground of nuisance, annoyance or inconven-

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ience, for any profession, trade or business etc. that has been or will be permitted by law or by local authority in the concerned locality. For the aforesaid purpose, the Purchaser by executing these presents has given his/her irrevocable consent and for this reason a separate consent for the same is not required.



Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law in respect of any right or interest in the Property on which the building is to be constructed or any part thereof except the apartment. The Purchaser shall have no claim and except in respect of the apartment hereby agreed to be sold, all rights of ownership in all open spaces, parking spaces, balconies, staircases, terraces, recreation spaces, garden space etc. will remain the property of the Promoter until the new building is handed over to the Society.

- f) Any delay tolerated or indulgence shown or omission on the part of the Promoter in enforcing the terms and conditions of this Agreement or any forbearance or giving time to the Purchaser by the Promoter shall not be construed as the waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Promoter.
- g) All the power, authorities and rights of the Society and/or buyers of the apartments /units in the buildings, shall always be subject to the Promoter's over all right to sell/dispose of unsold apartments and allotment of exclusive right to use un allotted parking space/s, terrace/s, space/s for garden purpose, space/s for advertisement etc. and all other rights thereto. The Purchaser or any other apartment holder in the building or the Society shall have no right to demand any amount from the Promoter, in respect of the flats / apartments in the building to be constructed on the Property, towards the maintenance charges or proportionate share in the common expenses etc. or any amount under head of donation or transfer charges etc.
- h) The Promoter and/or their nominees or assigns shall also be entitled to display advertisements or hoardings or sign boards or neon signs on any portion of the said property or building including the terrace wall, parapet walls, dead wall and compound walls and shall be exclusively

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entitled to the income that may be derived by display of the said advertisements or hoardings till the time of handover of the said property along with the building and other amenities to the Society. The Promoters and/or their nominees or assigns shall also be entitled to install V-Sat Antenna and Broadcasting and Communication on the terrace of the Building with all necessary permissions sanctioned from the competent authorities for the same and with proper precautions and care till handover of the said property along with building and other amenities to the Society and to appropriate the entire income of the consideration in respect thereof for themselves.



- i) Notwithstanding anything contained anywhere in this Agreement, it is specifically agreed between the parties hereto that, the Promoter shall have all the rights under this Agreement and other agreements in respect of the other apartments which shall continue to subsist until all the payments in respect of all the apartments in the building forming part of the Promoted Allocated Area are received by the Promoter.
- j) The Promoter herein has neither undertaken any responsibility nor agreed anything with the Purchaser orally or otherwise and there is no implied agreement or covenant on the part of the Promoter, other than the terms and conditions expressly provided under this agreement and this agreement shall supersede any such prior writings or communications.
- k) If any marginal open space adjacent to the building, at ground floor or adjacent terrace or terrace above any apartment, has been allotted by the Promoter to the Purchaser of any apartment in the building, then such respective buyer and occupier of the such apartment shall use the same being open space or terrace etc. and not entitled to erect any type of permanent or temporary structure thereon or to store soil or solid things on any part of the terrace, to use any part of the terrace or parapet wall as the part of the flower bed and if any such buyer or Occupier of apartment holders in the building commit breach of this condition, the Promoter herein shall be entitled to remove such structure/s of any kind at the cost and risk of such respective apartment buyers or occupiers and recover the cost of removal from such buyer or occupiers. In light of this condition, the Purchaser herein undertakes to abide aforesaid condition and undertakes not to erect any type of structure in any premises being allotted as an exclusive right to use the terrace, sit out,

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passages, open space, parking space etc., if any, along with the apartment.



2) Considering the Building to be constructed on the Property is residential building having residential flats/apartments and for that, having internal road and to have the security for the human beings, the Purchaser and his/her agents shall not damage the internal road and it is specifically prohibited to bring any heavy vehicle such as Trucks, Bulldozers, Buses, Tractors etc. inside the Building by any purchaser/occupant in the Building or any third party and considering this aspect the Purchaser herein shall observe the aforesaid condition personally as well as by any person occupying or visiting the Apartment.

m) The Promoter herein by spending huge amount in providing specifications in the Apartment and for the buildings under construction on the Property, hence Purchaser / unauthorised persons / any agency shall not disturb the same under any circumstances the concealed plumbing, concealed wiring etc. and considering this aspect and to have the safety measures in place, the Purchaser shall not make or change all these amenities otherwise guarantee / warranty thereof may lapse as well as durability and stability of the building as to the R.C.C. frame work, concealed wiring load etc. may get damaged/affected and neither the Purchaser nor occupier of the Apartment or any person on behalf of them is entitled to chisel such internal walls in any manner or remove the walls or any part thereof or erect any additional wall or make any structural changes or in any manner increase the electrical load in the Apartment because wires will not take additional load and such an act will be amount to material breach of condition of this Agreement. Similarly, after completion of the Building and handover to the society, the society will have absolute authority to expel the member of the Apartment and dispose of such apartment in market by following due process of law. This condition is the essence of contract and the Purchaser herein undertakes to abide the same.

n) The Promoter herein by spending huge amount has intended to make external elevation for the building under construction on the Property and to have the such external look for long, the Promoter herein has specifically informed the Purchaser that any buyer of any apartment in the building shall and will not be entitled to chisel any external walls and / or have any additional openings in any manner for any purpose and

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further shall install cooling equipment's if required at the places provided for the same inside the duct and any unit shall not been seen on external elevation. The Purchaser herein undertakes to abide by this condition and if any owner or occupier of any apartment in the building commits breach of this condition then, the Promoter as well as the society and its office bearers shall have absolute right and authority to close such openings, if any, and recover the cost incurred for the same with interest from such purchaser and/or occupier of the apartment.



- o) The Promoter herein has specifically informed that the guarantee for plaster of paris work, water proofing and anti-termite treatment in the Building shall stand automatically extinguished if any purchaser or occupier of apartment in the building/wing chisel or damage the aforesaid works in any manner. Considering this aspect, the Purchaser herein undertakes not to chisel/damage any such work in any manner, which may affect or lead to cancellation of the aforesaid guarantee or warranty.
- p) The parties hereto are well aware that, the Flat Number is three or four digits, first one or two digits denote floor of the building / wing and last digit denote the flat number.
- q) It is expressly agreed that nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or any portion of the said land and/or building. The Purchaser shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and the Promoter have right to use and enjoy/use/allot at all times the facilities like all compulsory open spaces, parking spaces, internal common roads, pathways, garden, recreation ground and facilities, playing equipment's, storm water drainage, common areas and facilities, sewerage lines, water courses, electricity-cables, electrical substations, telephone cables, under-ground and overhead water tanks, water pipe line, pump rooms auxiliary tank, common lighting, dish antenna, common antenna, cable video, meter rooms, servants common toilets, lifts, society office room, stilt in the compound, lift machine room and all such amenities/facilities that may be provided by the Promoter until the said structure of the building is handed over to the Society.

20. NAME OF THE SCHEME AND BUILDINGS / WINGS

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Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein has decided to have the name of the Building "Tagore Nagar Manoranjan C. H. S. Ltd.," and the building will be denoted by such letters and further erect or affix Promoter's name board at suitable places as decided by the Promoter at the entrance of the building. The Purchaser or other apartment holders in the Society are not entitled to change the aforesaid Building name and or remove or alter Promoter's name board in any circumstances.



PROMOTER NOT TO CREATE MORTGAGE/CHARGE ON APARTMENT

The Promoter shall be entitled to raise loan and mortgage the Promoter Allocated Area. However, after the Promoter executes this Agreement, the Promoter shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then, notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has purchased or agreed to purchase such Apartment.

22. BINDING EFFECT

Forwarding this Agreement to the Purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Schedule and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchaser(s) fails to execute and deliver to the Promoter this Agreement within 15 (Fifteen) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and the booking amount/EMD shall stand forfeited.

23. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexure, constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter,

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correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

24. RIGHT TO AMEND

This Agreement may only be amended through written

25. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER SUBSEQUENT PURCHASERS



It is clearly understood and so agreed by and between the Parties that all the provisions contained herein and the obligations of the Purchaser arising hereunder shall apply not only on the Purchaser but also on any subsequent purchasers of the Apartment (in case of a transfer subject to the provisions hereof) as the said obligations go along with the Apartment for all intents and purposes.

26. NOC Required for resale

The buyer of flat has to seek NOC from the builder/developer while re-selling his flat/shop/parking space till the O.C is granted.

27. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable.

28. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other purchaser(s) in the Building, the same shall be in proportion to the RERA carpet area of the Apartment to the total RERA carpet area of all the Apartments in the Building.

29. FURTHER ASSURANCES

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



30.1. The execution of this Agreement shall be complete only upon its execution by the Parties and registration at the office of the Sub-Registrar by admission of execution by the Parties.

30.2. The Purchaser and/or the Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Indian Registration Act and the Purchaser and the authorised signatory/attorney of the Promoter will attend such office and admit execution thereof.

31. SERVICE OF NOTICES:

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

Name of Purchaser : **Mr. Yatish Raghunath Shetye**
 Mail ID : yatish_shetye@yahoo.co.in
 Contact Number : **9769445575**
 Residential Address : **X-8/5, Godrej colony creek side, Pirojsha nagar, Near Eastern Express Highway, Vikhroli (East), Mumbai- 400079.**

Name of Promoter :- **M/S. ADITYARAJ BUILDERS**
 Office Address :- **101 and 102, Purnima Pride, Building No. 03, Tagore Nagar, Vikhroli (E), Mumbai - 400083.**
 Notified Email ID : adityarajgroup@hotmail.com

It shall be the duty of the Purchaser and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at

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the above address shall be deemed to have been received by the Promoter or the Purchaser, as the case maybe.

That in case there are joint purchasers all communications shall be sent by the Promoter to the Purchaser whose name appears first and at the address given by him / her which shall for all intents and purposes to be considered as properly served on all the Purchasers.



32. TERMINATION OF AGREEMENT

- 32.1. Without prejudice to the right of Promoter to charge interest under clause 4.1 above, on the Purchaser committing default in payment 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 three defaults of payment of instalments, taxes and/or other outgoings, the Promoter shall, at their discretion and option, be entitled to terminate this Agreement.

Provided that the Promoter shall give notice of 15 (fifteen) days in writing to the Purchaser at the address and e-mail id provided by the Purchaser, of the Promoter's 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. In such an event, the Promoter through any of its partners shall be entitled to act as attorney of the Purchaser for the purpose of execution and registration of the requisite cancellation agreement and the Purchaser shall not be entitled to raise any objection in that regard.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Purchaser the instalments of sale consideration of the Apartment which may till then have been paid by the Purchaser to the Promoter, after deducting 10% (ten percent) of the total sale consideration as predetermined liquidated damages and the loss, if any, the Promoter may be suffer on resell of the Apartment to any other Purchaser.

- 32.2. For the purpose aforesaid, the Purchaser hereby appoints the Promoter and its partners as attorney(s) of the Purchaser to inter alia execute and present for registration the Cancellation Agreement or any other deed, document and writing signifying cancellation and termination of this Agreement in such form

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and manner as the Promoter may deem fit in its sole discretion and thereupon the Purchaser shall have no rights or interest left in the Apartment or any other claim hereunder save and except refund of the amounts paid by the Purchaser after deducting 10% of the total sale consideration and the loss, if any, the Promoter may be suffer on resell of the Apartment to any other Purchaser. PROVIDED HOWEVER THAT the Purchaser shall have no claim in the profit, if earned by the Promoter on reselling the Apartment at higher price..



It is specially agreed between the Parties hereto that, if the transaction in respect of the Apartment between the Promoter and Purchaser herein is as stated in sub-para (a) and (b) hereinabove written, then all the documents and writings under whatsoever head executed between the parties before or between the Promoter and Purchaser herein shall stand automatically cancelled and the Purchaser shall have no right, title, interest or claim against the Promoter.

32.4. Notwithstanding any of the above clauses, in the event the Promoter is unable to give possession of the Apartment on the due date, for any reason whatsoever, the Purchaser will be entitled to terminate this Agreement and on such termination by the Purchaser, the Promoter shall within 60 (sixty) days of such termination refund the entire amount received from the Purchaser under this Agreement with interest as specified in the Rules.

33. DISPUTE RESOLUTION

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, it shall be referred to the Authority under RERA.

34. GOVERNING LAW

The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and subject to clause 34 above, the courts and tribunals at Mumbai will have the jurisdiction.

35. MEANING OF WORDS IN THE AGREEMENT

In this Agreement unless context otherwise implies:

- a) The expression defined herein shall have the respective meaning assigned to them.

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- b) The singular wherever used shall include plural and vice-versa.
- c) The masculine gender used herein shall include feminine and/or neutral gender wherever applicable.

36. MISCELLANEOUS:

- a) The titles of the clauses are for ease of reference and shall not control or affect the meaning or construction or scope of any provision hereof.
- b) Print and electronic media advertisement, the Brochure, floor plan, model of the Building, perspective and such other sale promotional and publicity literature shall be informative in its nature and subject to change from time to time without notice and shall not constitute part of this contract and shall not be enforceable against the Promoter.



37. EFFECT OF LAWS:

This Agreement shall always be subject to the provisions of Real Estate (Regulation and Development) Act, 2016 (RERA) read with Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of estate agents, rates of interest and disclosures on website) Rules, 2017.

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**FIRST SCHEDULE ABOVE REFERRED TO
DESCRIPTION OF THE PROPERTY**

All that piece and parcel of the land bearing Survey No. 113, [part], City Survey No. 347 [part] admeasuring 933.16 sq. mtrs. or thereabouts of Tagore Nagar Manoranjan C. H. S. Ltd., lying, being and situate at "Tagore Nagar Manoranjan C. H. S. Ltd." Bldg. No. 50, Village Hariyali, Tagore Nagar, Vikhroli (E), Mumbai-400 833, in the Registration Sub-



Mumbai Suburban District, and bounded as follows:

On or towards the North	:	Building No. 51.
On or towards the South	:	Building No. 49.
On or towards the East	:	200'.00" wide Eastern Express
On or towards the West	:	50'.00" wide Road.

**SECOND SCHEDULE ABOVE REFERRED TO
DETAILS OF THE APARTMENT**

Residential Apartment Being Flat No. 1403 having Rera carpet area including columns projections as per MHARERA norms admeasuring 269 sq. ft. situated on the 14th floor in of the Building to be named as "Tagore Nagar Manoranjan C. H. S. Ltd." Project Name " Adityaraj Gold" Bldg. No. 50, Village Hariyali, Tagore Nagar, Vikhroli (E), Mumbai- 400 083. Survey No. 113 (Part), City Survey No. 347 [part] under construction on the land more particularly described in the First Schedule hereinabove written.

Yshelga

Pk

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IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HAND ON THE DAY AND YEAR WRITTEN HEREINABOVE.

SIGNED AND DELIVERED BY THE PROMOTER within named **M/s. Adityaraj Builders** through its Partner

1. **Mr. RAJKUMAR G. KHUSHALANI**

RK  

in the presence of:

1. *HPandke*

2. *Ashetye*

SIGNED AND DELIVERED by the PURCHASER within named:

1. **Mr. Yatish Raghunath Shetye**

YShetye 



in the presence of

1. *HPandke*

2. *Ashetye*



करता. र. 4		
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2022		

RECEIPT

RECEIVED from the within named Mr. Yatish Raghunath Shetye a sum of Rs. 5,00,000/- (Rupees Five Lakhs Only), being the Part consideration amount paid by her/his/them to us till date.

WE SAY RECEIVED Rs. 5,00,000/-

for M/s. Adityaraj Builders

Partner/Authorized Signatory

Witnesses:

1.
 2.



करल - ५		
९९५८५	५६	९९०
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Declaration

We Mr. Yatish Raghunath Shetye aged about 41 years presently residing at X-8/5, Godrej colony creek side, Pirojsha nagar, Near Eastern Express Highway, Vikhroli (East), Mumbai- 400079.

Do hereby confirm and submit as follows:-

1. We had booked a Flat No. 1403 on the 14th floor at "Tagore Nagar Manoranjan C. H. S. Ltd." Bldg. No. 50, Village Hariyali, Tagore Nagar, Vikhroli (E), Mumbai-400 083. Survey No. 113 (Part), City Survey No. 347 [part].
2. The total consideration amount of the said Flat is Rs. 50,00,000/- (Rupees Fifty Lakhs Only).
3. Advance / part payment in respect of the said Flat so far paid by me / us to the developer is Rs. 5,00,000/- (Rupees Five Lakhs Only).
4. Balance payment due is Rs. 45,00,000/- (Rupees Forty Five Lakhs Only) and the same will be paid as per the clause 1 of the sale agreement (Payment schedule attached herewith), We will arrange the funds from our own source and if we fail to arrange the funds within 30 days, then the developer shall be at the liberty to cancel the registered sale agreement and subsequently the developer shall sell the flat to any other buyer, for which We will not have any objection and we will accept the refund of the amounts whatever till date paid by us.
5. I am aware that this affidavit will be attached to Sale Agreement before registration.

Solemnly affirmed at Mumbai.

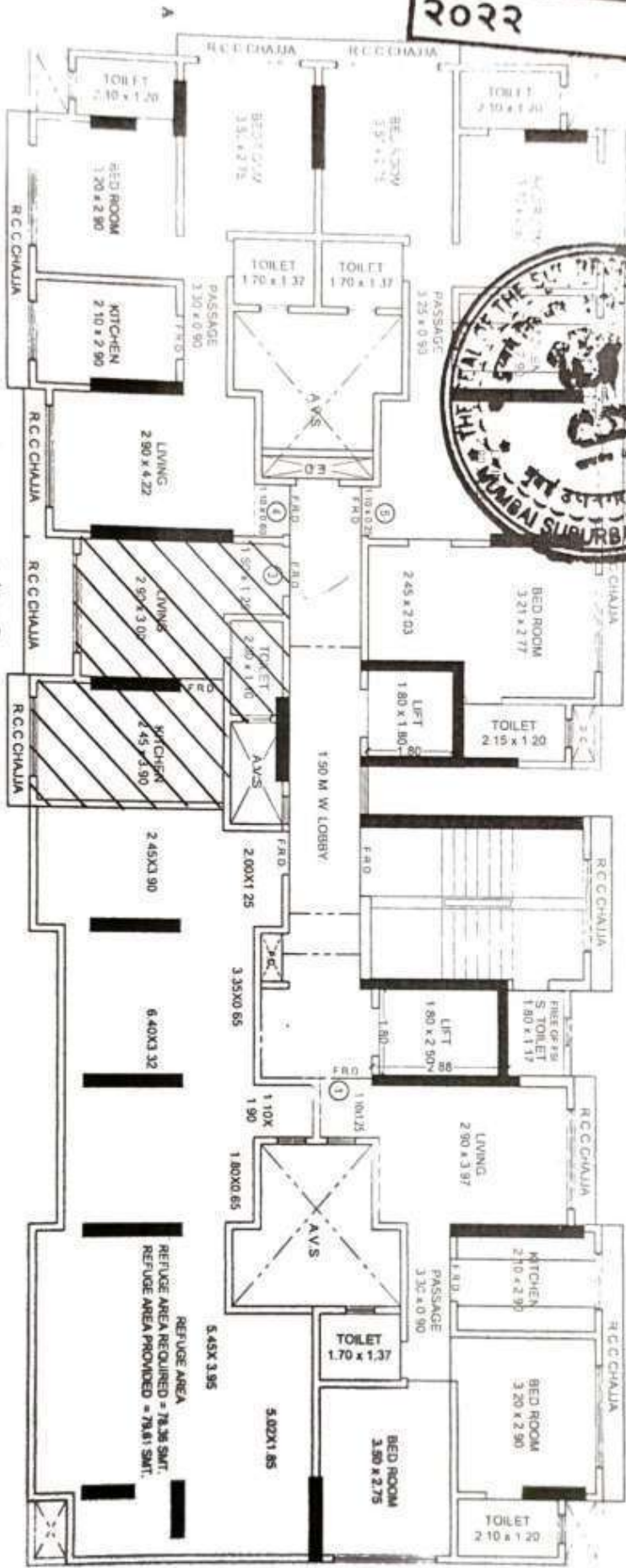
Yatish Shetye

This 9 day of 6 2022

करल - ५
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Pshetya



1403 2699 Square

7TH and 14TH
 FLOOR PLAN

Ch

Tagore Nagar Manoranjan C. H. S. Ltd." Bldg. No.
 50, Village Hariyali, Tagore Nagar, Vikhroli (E),
 Mumbai-400 083. Survey No. 113 (Part), City
 Survey No. 347 [part],

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M/s . ADITYARAJ BUILDERS

AATFA 0341H



NAME:- MR. RAJKUMAR G. KHUSHALANI

AAEPK2658L



Rok

AADHAR NO : 2727 0271 0432




भारत सरकार
Unique Identification Authority of India
विभागाध्यक्ष, भारत सरकार

जं.दि.पिनकोड / Enrolment No.: 120734066/18357

To
 राजकुमार ग्यानचंद खुशालानी
 Rajkumar Gyanchand Khushalani
 S/O Gyanchand Khushalani
 Flat No. 1201, 12th Floor, Kritika Tower Sen Trombay
 Road
 Near R.K.Studio Chembur
 Mumbai
 Chembur
 Mumbai Mumbai
 Maharashtra 400071
 9820091198
 MA571782862PT

आपला आधार क्रमांक / Your Aadhaar No. :
2727 0271 0432
माझे आधार, माझी ओळख



राजकुमार ग्यानचंद खुशालानी
 Rajkumar Gyanchand Khushalani
 जन्म तारीख / DOB : 17/11/1983
 पुरुष / Male

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Advocate High Court
Mukund Rajaram Khanvilkar
 M.A.L.L.B. G.D.C.&A.B. LIB
 9867828338 / 9594964551
 Practitioner co.opp. hsg. society & society Management

Date : 23/07/2026



TITLE CLEARANCE CERTIFICATE

1. This is to certify that I have taken searches in the Sub-Registrar No. 3, Mumbai in respect of Leasehold land of Residential at Building No. 50, Tagore Nagar Manoranjan Co-Op. hsg. Society Ltd., bearing Survey No. 113 (Part), City Survey No. 347 (Part), admeasuring area about 933.16 sq.mtrs., Lease area 754.36 sq. mtrs., part / layout allotted by MHADA at Village Hariyali together with the building structure standing thereon comprising the Ground Plus Three Upper Floors in Bldg. No.50, situated at Tagore Nagar, Village Hariyali, Vikhroli, Taluka Kurla, Mumbai - 400 083, Refistratio Dist. & Sub-District of Mumbai City and Mumbai Suburban (hereinafter called at "The said Land Plot") for last more that 40 years and have found that the title of the MAHARASHTRA HOUSING AND AREA DEVELOPMENT AUTHOURITY, statutory corporation constituted under the Maharashtra Housing and Area Development Act, 1976, (Mah. XXVIII 1977) (hereinafter referred to as " the said MHADA ") having its office at Griha Nirman Bhavan, Kalangar, Bandra (E), Mumbai - 400 051. Are clear and marketable and are free from all encumvrances of whatsoever nature.

The scheduled plot is bounded as under :-

- On or towards North : Bldg. No. 51
- On or towards South : Bldg. No.49
- On or towards East : 200'.00 wide Road
- On or towards West : 50'.00 wide Road

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Advocate High Court
Mukund Rajaram Khanvilkar
 M.A.L.L.B. G.D.C.&A, B.L.
 9867828338 / 95949645
 Practitioner co.op. hsg. society & society Management

...2...

...DA in pursuance of Scheme introduced by Government constructed Bldg No. 50 consisting of 32 tenements, each having carpet area of 20.22 sq. meters. Or thereabouts on the said property for housing purposes as provided in the said Scheme.

3. All the individual allottees of said tenements formed themselves in a co-operative society viz. **TAGORE NAGAR MANORANJAN CO. OP. HOUSING SOCIETY LTD** consisting of said 32 members under registration number **B.O.M.(W-S)/H.S.G.(O.H.) 9057/1995 - 96**.
4. By the Deed of Sale dated 04th Jan., 1997 Registered at Bombay (Bandra) on Registered Under No. **2477/96/8697** and under the Provision of Sec. 53A of the Bombay Stamp (Amendment) Act, 1985 vide document Reg. No. **2477/96/8697** dated 04/01/1997 Before the Collector Stamps of Mumbai under 32 (1) of Bombay Stamp Act, 1976 (MAH. XXVII) transferred, conveyed, sold assigned unto the society herein all the property consisting of Building No.50, standing on the above referred property situated at Village Hariyali, Tagore Nagar, Vikhroli, Mumbai – 400 083 and then **Tagore Nagar Manoranjan Co-Op. hsg. Society Ltd.**, for 32 members for **Rs.1,54,912/-** Exclusive Price and then **Tagore Nagar Manoranjan Co-Op. hsg. Society Ltd.**, has become owner of the said Residential Building.



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Advocate High Court
Mukund Rajaram Khanvilkar

M.A.L.L.B. G.D.C. & A.B.L.B.

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Practitioner co.opp. hsg. society & ...

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5. AND WHEREAS, Tagore Nagar Manoranjan Co-Op. hsg. Society Ltd. is the leasehold owner of the said land and owner of the structure consisting of 32 residential tenements/units having admeasuring plot area 933.16 sq.mtrs., Lease area 754.36 sq. mtrs., In the premises the society became leasehold owner of the said land the owner of the said structure consisting of 32 residential flat and said land excluding tit bit area admeasure 754.36 sq. meters. Without tit bit area and existed balance F. S. I. available with MHADA, that is why society members were desirous of having additions to their existing tenement and hence Resolution passed in Special General Body meeting held in 08/03/2015 decided to Re-development through M/s. Adityaraj Builders, MR. RAJKUMAR G. KHUSHALANI, (Pan No. AAEPK 2658L) and other through its partners.
6. AND WHEREAS Resolution passed in Special General Body Meeting held on 08/03/2015 regarding the work of Demolition and Reconstruction of Society existing Building of Tagore Nagar Manoranjan Co-Op. hsg. Society Ltd., as per the policy of MHADA/MCGM will be undertaken for Reconstruction to M/s. Adityaraj Builders and Authorised Chairman, Secretary and Treasurer to signed the Development Agreement and General Power Of Attorney with the Developer M/s. Adityaraj Builders, as per Resolution passed in Special General Body Meeting.

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Advocate High Court
Mukund Rajaram Khanvilkar

M.A.L.L.B. G.D.C. & A., B.L.
9867828338 / 95949645

Practitioner co.op. hsg. society & society Management



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The said tenements were in quite dilapidated condition unfit for human habitation, after following due legal procedure, the said society granted unto the redevelopment rights to M/s. Adityaraj Builders, having address at : Bldg. No.53, Tagore Nagar, Village Hariyali, Vikhroli (E), Mumbai - 400 083, vide development agreement dated 14/12/2015, and registered with the concerned sub-register of Assurances Under No. KRL2-11077/2015 on the terms and conditions as therein contained. And thereby transferred all Developing rights, title, interest in the said plot to M/s. Adityaraj Builders.

Confirm and verify document as

- Society Registration Certificate No. B.O.M (W)/S. H.S.G. (O. H.) 9057/1995 - 96.
- Property Card / Extract of Land C.S.T. 347 (Part) S. No. 113 (Part), of Village Hariyali Village, Vikhroli on which showing land property on the name of Maharashtra Housing & Area Development Board.
- Copy of minutes and resolution passed by Tagore Nagar Manoranjan Co-Op. hsg. Society Ltd., In favour of M/s. Adityaraj Builders for Development of Building No. 50, Tagore Nagar Manoranjan Co-Op. Hsg. Society Ltd., of Village Hariyali, Tagore Nagar, Vikhroli, Mumbai - 400 083.

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Advocate High Court
Mukund Rajaram Khanvilkar

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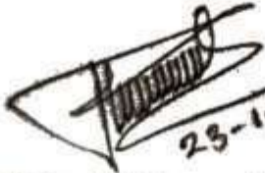
Practitioner co.opp. hsg. society & society Management

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8. In view of the above said records and searches the **Manoranjan Co-Op. hsg. Society Ltd.**, in respect of the abovesaid MHADA allotted residential plot of land are clear and marketable and are free from all encumbrances of whatsoever nature.

9. We have perused all relevant documents and are of the opinion that the title of **Tagore Nagar Manoranjan Co-Op. Hsg. Society Ltd.**, in respect of the Residential Plot Situated at **Building No. 50**, bearing Survey No. 113 (Part), City Survey No. 347 (Part), admeasuring plot area about 933.16 sq.mtrs., Lease area 754.36 sq. mtrs., part / layout allotted by MHADA at Village Hariyali, Vikhroli, together with the building structure standing thereon comprising the Ground Plus Three Upper Floors in Bldg. No.50, situated at Tagore Nagar, Village Vikhroli, Taluka Kurla, Mumbai - 400 083. And Whereas Maharashtra Housing & Development Area Board (Mhada) has surveyed the plot.


23-1-16

Mukund Rajaram Khanvilkar

M.A.L.L.B. G.D.C.&A.B. LIB

Advocate High Court

Dhale Sadan, JM Road,

Gavdevi Sarvodya Nagar, bhandup (W), Mumbai - 400 078.

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In replying please quote No.
and date of this letter.



MUNICIPAL CORPORATION OF GREATER MUMBAI



Intimation of Disapproval under Section 346 of the Mumbai Municipal Corporation Act as amended up to date.

No. CHE/ES/2058/S/337(NEW)

MEMORANDUM

Municipal Office,
Mumbai

To,
M/s Adityaraj Builders Mr. Rajkumar G. Khushlani, Mr. Monty R. Khushlani

7. Vadya Darshan, bldg. no. 53, Tagore Nagar, MHADA colony, Vikhroli (E), Mum-83.

With reference to your Notice 337 (New) , letter No. - dated. 24/11/2017 and the plans, Sections Specifications and description and further particulars and details of your buildings at Proposed Redevelopment of Existing Bldg. no. 50. on land bearing CTS. no.347 (pt), of village-hariyali, situated at Tagore Nagar MHADA colony, Vikhroli (E), Mumbai-400083, CTS NO.347 (pt) furnished to me under your letter, dated 24/11/2017. I have to inform you that, I cannot approve of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Mumbai Municipal Corporation Act as amended up to-date, my disapproval by reasons thereof :-

A: CONDITIONS TO BE COMPILED WITH BEFORE STARTING THE WORK.

- 1 That the Janata Insurance Policy shall not be submitted.
- 2 That the requisitions of clause 45 & 46 of DCR 91 shall not be complied with and records of quality of work, verification report, etc. shall not be maintained on site till completion of the entire work.
- 3 That the bore well shall not be constructed in consultation with H.E.
- 4 That the work shall not be carried out between 6.00 am and 10.00 pm and the provision of notification issued by Ministry of Environment and Forest department dated 14.2.2000 and Rules framed for noise pollution (Regulation & Control) Rules 2000 shall be duly observed.
- 5 That the Board shall not be displayed showing details of proposed work, name of owner, developer, architect, R.C.C. consultant etc.
- 6 That the necessary deposit hording or the flex of required size for the advertisement of proposal shall not be made by you.
- 7 That the all pre-requisite compliances / conditions as per the Ease of Doing Business Manual shall not be complied with.

C: CONDITIONS TO BE COMPILED BEFORE FURTHER C.C

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No. CHE/ES/2058/S/337(NEW)



- The height shall not be got checked by this office staff.
- The NOE, NOC shall not be submitted even though construction area exceeds 20,000 smt.
- All payments, as intimated by various departments of MCGM shall not be paid.
- The amended remarks of concerned authorities/ impaneled consultants for the approved plan, differing from the plans submitted for remarks, shall not be submitted for: a) S.W.D. b) Parking c) Road d) Sewerage e) Water Works f) Fire Fighting Provisions g) Mechanical Ventilation h) Tree authority i) Hydraulic Engineer j) PCO k) MMRDA/MHADA l) MHCC NOC m) Jail NOC n) CRZ NOC o) Railway NOC p) Highway NOC q) High Tension Line r) NOC from Electric Supply Company s) Defense NOC t) Rain water testing.
- 5 That set back land free of compensation and free of any encumbrance shall not be handed over to an possession receipt shall not be submitted from Assistant commissioner of the ward.
 - 6 The reservations affecting land u/r shall not be handed over to MCGM.
 - 7 That in the event setback and /or reservation is not handed over then at FCC , area equivalent to the area of Setback and /or reservations shall not be restricted till such area is handed over or as per circular issued from time to time.
 - 8 That the Material testing report shall not be submitted.
 - 9 That the quarterly progress report of the work will not be submitted by the Architect.
 - 10 Civil Aviation NOC shall not be submitted before exceeding the height of building as mentioned in Table no. of DCR 1991.
 - 11 That the C.C. equivalent to 15% of approved BUA or BUA of entire one floor whichever is higher shall not be restricted as instalment facility for payment is availed.

D: GENERAL CONDITIONS TO BE COMPILED BEFORE O.C.

- 1 That the final N.O.C. from MHADA shall not be submitted and requirements therein shall not be complied with before submission of B.C.C. if applicable.
- 2 That the low lying plot will not be filled up to a reduced level of at least 27.55 M Town Hall Datum or 0.15 m above adjoining road level whichever is higher with murum, earth, boulders etc. and will not be leveled, rolled, consolidated and sloped towards road side.
- 3 That the dust bin will not be provided.
- 4 That 3.00 mt. wide paved pathway upto staircase will not be provided.
- 5 That the open spaces as per approval, parking spaces and terrace will not be kept open.
- 6 That the construction of layout road or access roads/development of setback land will not be done and the access and setback land will not be developed accordingly including providing street lights and S.W.D. only if additional FSI is being claimed.
- 7 That the name plate/board showing Plot No., Name of the Bldg. etc. will not be displayed at a prominent place.
- 8 That carriage entrance shall not be provided as per design of registered structural engineer and carriage entrance fee shall not be paid.
- 9 That terraces, sanitary blocks, nahanis in kitchen will not be made Water proof and same will not be

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No. CHE/ES/2058/S/337(NEW)

provided by method of pounding and all sanitary connections will not be leaky and will not be done in presence of licensed plumber .

- 10 That final N.O.C. from concerned authorities/empanelled consultants for a) S.W.D. b) P.W.D. c) Roads d) Sewerage e) Water Works f) CFO / Fire Fighting Provisions g) Mechanical Ventilation h) Tree authority i) Hydraulic Engineer j) MMRDA/MHADA shall not be submitted before occupation.
- 11 That Structural Engineer's laminated final Stability Certificate along with upto date License copy and R.C.C. design canvas plan shall not be submitted.
- 12 That the construction of D.P. road and development of setback land will not be providing street lights and S.W.D.
- 13 That canvas mounted plans shall not be submitted along with Notice of Completion of work u/sec. 353A of M.M.C. Act for work completed on site.
- 14 That Site Supervisor certificate for quality of work and completion of the work shall not be submitted in prescribed format.
- 15 That the dry and wet garbage shall be separated and the wet garbage generated in the building shall be treated separately on the same plot by residents /occupants of the building in the jurisdiction of MCGM. Necessary condition in sale agreement with prospective buyer shall be incorporated to that effect by the Developer / Owner.

