

338/5767

पावती

Original/Duplicate

Friday, April 05, 2024

नोंदणी क्र.: 39म

10:32 AM

Regn.: 39M

पावती क्र.: 6216 दिनांक: 05/04/2024

गावाचे नाव: चोळे

दस्तऐवजाचा अनुक्रमांक: कलन4-5767-2024

दस्तऐवजाचा प्रकार : विक्री करारनामा

सादर करणाऱ्याचे नाव: रमेश शामराव लोहार

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1560.00

पृष्ठांची संख्या: 78

एकूण:

रु. 31560.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

10:51 AM ह्या वेळेस मिलेल.

Joint Sub Registrar Kalyan 4

बाजार मूल्य: रु. 3466000/-

मोबदला रु. 3943000/-

भरलेले मुद्रांक शुल्क : रु. 276100/-

रु. दुय्यम निबंधक कल्यण - ४

1) देयकाचा प्रकार: DHC रकम: रु. 1560/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 0424047425031 दिनांक: 05/04/2024

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रकम: रु. 30000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH018546187202324E दिनांक: 05/04/2024

बँकेचे नाव व पत्ता:

R. Lohar

मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)					
Valuation ID	20240405174	05 April 2024,09:00:46 AM			
मूल्यांकन वर्ष	2024				
विलस	वार्ड				
मूल्य विभाग	साधुवा - कल्याण				
अप मूल्य विभाग	9/37-विभाग 17अ : पोळे, अकृती तालुके देहेतल्या रॉडमिडवेल उल्हास नदी परतल्या पोळे गावच्या मिल्हकती				
क्षेत्राचे नाव	Kalyan/Dombivli Municipal Corporation	सर्व्हे नंबर /न. भू. क्रमांक :	सर्व्हे नंबर#123		
आर्थिक मूल्य दर तक्रारानुसार मूल्यदर रु.					
कुली जमीन	निवासी सवर्निका	कार्यालय	दुकाने	औद्योगिक	मोबमालकाचे शक्य नो. मीटर
24000	72800	83900	91100	83900	
बांधीव क्षेत्राची माहिती					
बांधवामान क्षेत्र (Built Up)-	43.274 चौ. मीटर	मिल्हकतीचा वापर-	निवासी सवर्निका	मिल्हकतीचा प्रकार-	बांधीव
बांधवामानचे वर्गीकरण-	1-आर सी सी	मिल्हकतीचे नम -	0 TO 2चे	बांधकामाचा दर-	Rs.26620/-
इशारात सूचिया -	अहे	सजला -	21st and Above	कार्ट क्षेत्र-	39.34चौ. मीटर
Sale Type - First Sale Sale/Resale of built up Property constructed after circular dt.02/01/2018					
सजला निवाय पर/विक	= 110 / 100 Apply to Rate= Rs.80080/-				
दरा-वाटपार मिल्हकतीचा प्रति चौ. मीटर मूल्यदर	=(((आर्थिक मूल्यदर - कुली जमीनीचा दर) * सजला-वाटपार टक्केवारी)+ कुलीचा जमिनीचा दर) = ((80080-24000) * (100 / 100)) + 24000) = Rs.80080/-				
A) कुली मिल्हकतीचे मूल्य	= सजला प्रमाणे मूल्य दर * मिल्हकतीचे क्षेत्र = 80080 * 43.274 = Rs.3465381.92/-				
Applicable Rules	= 3, 9, 18, 19				
एकत्रित अंतिम मूल्य	= कुली मिल्हकतीचे मूल्य + बांधवामाने मूल्य + वेळोवेळी यवता: क्षेत्र मूल्य + सजलाचा मूल्यचे मूल्य (कुली वाकनी) + वरील मूल्येचे मूल्य + वरील सजला वक्राचे मूल्य + कुली जमिनीचीही सजला सजलाचे मूल्य + इतराची पोळेचीही कुलीचा सजलाचे मूल्य + वरील सजलाची + परंपरागत सजलाचा = A + B + C + D + E + F + G + H + I + J = 3465381.92 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 = Rs.3465382/- = ₹ चौतीस लाख पचास हजार तीन शे. च्याखेरी /-				

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Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 0424047425031	Date 04/04/2024
Received from JOINT SUB REGISTRAR KALYAN, Mobile number 9000000000, an amount of Rs.1560/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office Joint S.R.Kalyan 4 of the District Thane.	
Payment Details	
Bank Name SBIN	Date 04/04/2024
Bank CIN 10004152024040419919	REF No. 409547872813
This is computer generated receipt, hence no signature is required.	

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CHALLAN
MTR Form Number-6



GRN	MH018546187202324E	BARCODE		Date	30/03/2024-17:24:48	Form ID	25.2
Department	Inspector General Of Registration			Payer Details			
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)		PAN No.(If Applicable)			
Office Name	KLN4_KALYAN 4 JOINT SUB REGISTRAR	Full Name	RAMESH SHAMARAO LOHAR				
Location	THANE	Flat/Block No.	FLAT NO.2201, 22TH FLOOR, BUILDING NO. 1,				
Year	2023-2024 One Time	Premises/Building	AMAR ELEGANCE				

Account Head Details	Amount In Rs.	Road/Street	Area/Locality	Town/City/District	PIN	
0030046401 Stamp Duty	276100.00	CHOLE	DOMBIVLI WEST		4 2 1 2 0 2	
0030063301 Registration Fee	30000.00					
Total		3,06,100.00	Words	Three Lakh Six Thousand One Hundred Rupees Only		

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Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK			
Cheque/DD Details	Bank CIN	Ref. No.	00040572024033065438	IK0CRWRQE0	
Cheque/DD No.	Bank Date	RBI Date	30/03/2024-17:24:26	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 :
NOTE:- This challan is valid for document to be registered in Sub Registrar only. Not valid for unregistered document.
सदर चलान केवल दुरयम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठीच वैध आहे. नोंदणीपत्र कार्यालयाच्या दस्तासाठी सदर चलान लागू नाही.



AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Dombivli on this 05th day of April, 2024.

Ashin Patil

R. S. Lohar

Seemul Chavan

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AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** is made and entered into at Dombivli, District Thane, on this 05th day of ~~March~~ April, 2024.

BETWEEN

M/s. **AMAR REALTY**, a partnership firm, having its office at- B/23, Ground Floor, Anuradha Co-operative Housing Society Ltd., Near Dombivli Railway Station, Vishnu Nagar, Ghanshyam Gupte Road, Dombivli (West) - 421 202, Taluka Kalyan, Dist. Thane through its Partner- **Mr. ASHOK SHAMJI PATEL**, hereinafter called and referred to as **THE PROMOTERS** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners constituting the said firm for the time being, their respective heirs, executors and administrators) being the party of the **FIRST PART**;

AND

1) **Mr. RAMESH SHAMARAO LOHAR**, aged 44 years, holding PAN: **ADWPL3851H**; UID: **xxxx xxxx 9539** and 2) **Mrs. SEEMA RAMESH LOHAR**, aged 35 years, holding PAN: **AQPPL7349L**; UID: **xxxx xxxx 9294**, both are residing at- 4/12, Sunny Mandosa Chawl, Datar Colony, Babi Duri Marg, Near Paranjape Hall, Bhandup (East), Mumbai 400 042, hereinafter called and referred to as **the Purchasers** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his / her heirs, executors, administrators and assigns) being the party of the **SECOND PART**.

WHEREAS:-

- a) In terms of Development Agreement and Power of Attorney dated 27/07/2012 registered both the documents with the office of the Sub-Registrar of Assurances at Kalyan 4 on 30/07/2012 under Document Sr. No. KLN4-5703-2012 and KLN4-5707-2012 respectively made between Shri. Namdev Krishna Joshi, Smt. Banubai Bhagirath Patil, Smt. Mathurabai Sukrya Patil (therein called 'the landowners') of the One Part and M/s. Amar Realty through its Partners- Shri. Sudhir Kantilal Rawal, Shri. Haresh Anandji Patel, Shri. Damji Murji Rawat, Shri. Pradip Mahadu Joshi, Shri. Mukhtar Rasul Khan, Shri. Ashok Shamji Patel (therein called 'the Purchasers') of the Other Part, the said M/s. Amar Realty acquired development rights from said landowners, all that piece and parcel of Non-Agricultural land admeasuring 2400 sq.mtrs. bearing **Survey No.123 Hissa No. 1** [Old **Survey No. 178A1/1, Hissa No.1**] of Revenue Village ~~Chole~~, Taluka Kalyan, District Thane, situate, laying and being ~~Kalyan Nagar~~, Near Vrundavan Complex, Dombivli (West) - 421 202, Taluka Kalyan, Dist. Thane (thereinafter called 'the said Plot of land') which is more particularly described Firstly in the **FIRST SCHEDULE** written herein



Ashok Patel

Ramesh Lohar

Seema Lohar

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under, for the consideration and upon the terms and conditions more particularly stated therein.

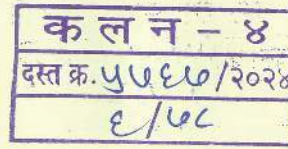
- b) That above referred development agreement and power of attorney are still valid and subsisting and in the premises aforesaid M/s. Amar Realty i.e. the Promoters herein became sized and possessed of or otherwise well and sufficiently entitled to the said plot Land.
- c) The Promoters have also entered into an agreement with Architect registered with the Council of Architect Mr. Bhalchandra Sadashiv Ranade for M/s. R.K. Associates, Dombivli East and such agreement is as per Agreement prescribed by the Council of Architect and the Promoters have appointed a structural designer Mr. Pankaj Kulkarni for M/s. R.K. Associates, Dombivli East and drawings of the building/s and the Promoters have accept the professional Supervision of Architect and the structural Engineer till the completion of the new building/s.
- d) The Promoters have got the new building/s plan approved from the Municipal Corporation of Kalyan Dombivli (hereinafter called "**the KDMC**") under Commencement Certificate dated 02/12/2020 bearing No. KDMC/NRV/BP/PRARAMBH/CC/0038/20; revised CC dated 29/07/2021 bearing No. KDMC/TPD/BP/DOM/2020-21/0038/215 and second revised CC bearing No. KDMC/TPD/BP/DOM/2020-21/0038/118 dated 13/06/2023 in relation to the proposed Building having **Building No. 1- Stilt Part plus Ground Part plus First Floor to Twenty Three Floor (Residential)** and **Building No. 2- Ward Office- Stilt Part, Ground Part plus First floor to Fifth Floor** (hereinafter called "**the said New Building**") as per duly approved and sanctioned Building plans and permissions for the commencement of the construction of the said new building/s on the said Land more particularly described in the First Schedule herein under written. The copies of the said Commencement Certificate annexed and marked as **Annexure**.
- e) That the said plot of land is converted into Non Agriculture by Tehsildar and Executive Magistrate Office, Kalyan vide its Order No. Mahsul/T-2/Jaminbab/Vinischiti Chole/SR-08/16 dated 07/04/2016, copy of the same is attached herewith.
- f) The Promoters have represented to the Purchase/s that they are constructing the new Residential Building/s at present as per sanctioned plan, but the Promoters intent to construct the further floors/wings if permitted with the balance FSI and TDR present or future if any increased in respect of the said Land and will modify or reduce the common amenities like RG, open spaces, open parking spaces etc. on the said Land, as the case may be in accordance with the Development Control Regulations.
- g) As a result of the aforesaid the Promoters are entitled to and enjoyed upon to construct new Residential Building/s to be known as "**AMAR ELEGANCE**" (hereinafter called "**the said New Building**"), and to and dispose of the flat/s being constructed thereto. The



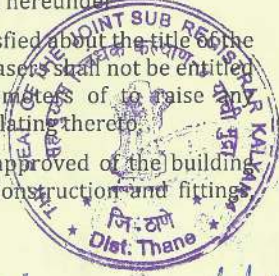
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Seema Lohar



- Promoters have commenced the construction work in accordance with the rules and regulation and/or the terms and conditions incorporated while sanctioning the plan. The said Land and the said Building are hereinafter called "**the said Property**".
- h) While sanctioning the said plan the concerned Local Authority, the KDMC and/or State and Central Government has laid down certain terms and conditions stipulations and restrictions which are to be observed and performed by the Promoters while developing the said Land and the said New Building/s and upon the observance and performance of which only the occupation and completion certificate in respect of the said New Building/s shall be granted by the concerned local Authority; such terms and conditions shall also be fulfilled and/or complied by the Purchaser/s individually and/or jointly by the Society being formed and registered.
- i) The Purchaser/s demanded from the Promoters and the Promoters have given to the Purchaser/s inspection of all the documents of title relating to the said Property and the plans, designs and specifications prepared by the said Architect and of such other documents as are specified under the Real Estate (Real Estate Regulation and Development Act. 2016) (hereinafter referred to as "**the said Act**") and the Rules made there under and the Purchaser/s has/have satisfied with the title of the Promoters in respect of the said Property and shall hereafter not raise any requisition or objection for the same nor the Promoters shall be liable to entertain any such requisitions from the Purchaser/s.
- j) A copy of Certificate of title issued by the Advocate of the Promoters, showing the nature of title of the Promoters to the said Land on which the proposed flat/s are being constructed. The Copies of Certificate of Title and 7/12 extracts are annexed hereto and marked as **Annexure** respectively.
- k) The said New Building/s is/are constructed for the purposed of residential use only and Purchaser/s shall not be entitled to use the same for any other purpose without obtaining the prior written consent from the Promoters.
- l) The Purchaser/s has/have requested the Promoters to sell to the Purchaser/s a **Flat No. 2201** on the **Twenty Second floor**, in **Building No.1**, admeasuring **39.34 sq. metrs.** RERA carpet area, the building known as "**AMAR ELEGANCE**", building and more particularly shown and surrounded by color on the floor plan annexed hereto and marked as **Annexure** (hereinafter for brevity's sake referred to as "**the said Premises**") which is more particularly described in the **SECOND SCHEDULE** written hereunder
- m) That, the Purchaser/s have become fully satisfied about the title of the Promoters to the said Property and the Purchaser/s shall not be entitled to further investigate the title of the Promoters or to raise any objection with regards to any other matter relating thereto.
- n) That, the Purchaser/s have examined and approved of the building and floor plan, the nature and quality of Construction and fittings



Ashu Patel

Rishabh

Seema Lahare

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fixtures, facilities and amenities provided to be provided thereto as per the general specifications stated in the **SCHEDULE** hereunder written agreed to purchase the said Premises and the parties hereto have hereunder recorded in writing the terms and conditions of the Agreement between them as under.

- o) The Promoters has registered the project under the provisions of the Act with Real Estate Regulatory Authority bearing Registration No. **P51700031419** on 23/10/2021, Maharashtra Real Estate Regulatory Authority issued Registration Certificate to the Promoters of Project "**Amar Elegance**" to be implemented on the said Land. The Certificate is valid for a period commencing from 23/10/2021 and ending with 31/12/2025 unless renewed, hereto annexed and marked as Annexure is a copy Registration Certificate.
- p) The Purchaser/s has/have entered into this agreement with full knowledge of all the terms and conditions contained in the documents, papers, plans, orders, schemes, etc., recited and referred to above;
- q) Under section 13 of the said Act, the Promoters is required to execute an Agreement for Sale of the said premises to the Purchaser/s being these presents as hereinafter appearing.

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

- 1) The recitals contained above, the schedules and annexure to this Agreement shall form integral part of this agreement as if the same were set out and incorporated in the operative part.
- 2) The Promoters shall construct the said new Residential Building/s to be known as "**AMAR ELEGANCE**" on the said Land more particularly described in the **FIRST SCHEDULE** hereunder written in accordance with the plan, design, specification, approved by the Kalyan Dombivli Municipal Corporation and which have been inspected and approved by the Purchaser/s with such variations, modifications and alterations as the Promoters may consider or as may be required by the Kalyan Dombivli Municipal Corporation/Government to be made in them or any of them and the Purchaser/s hereby gives in irrevocable consent, power and authority to the Promoters to add, alter, vary or modify from time to time said plan, design, specification, including for present and further construction whether on the same building/s or to construct the further building/s and at present the building/s have been sanctioned but the Promoters intent to construct the further wings if permitted with the balance FSI and TDR present or future if any increased in respect of the said Land and will modify or reduce the common amenities like RG, open spaces, open parking spaces etc., on the said Plot or otherwise and that no further consent of the Purchaser/s is/are required for any modification or amendment of the plan including for additions alteration in the building/s or common amenities to be constructed on the said Land.



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3) The Purchaser/s hereby agrees that he / she / they have satisfied themselves about the title of the Promoters to the said Property and declares that they shall not be entitled to raise any objection in matter relating to the title or otherwise whatsoever.

(a) The Purchaser hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Purchaser, the premises being **Flat No. 2201** on the **Twenty Second floor**, in **Building No. 1**, admeasuring **39.34 sq. metrs. RERA carpet area**, along with the right to use the areas of cupboards as per the sanction plan plus the right to use the balcony Areas (to be enclosed) attached to the flat premises, in the construction known as **AMAR ELEGANCE** (herein after referred to as **the said premises**) being constructed on the said property described in the First Schedule hereunder written as shown in the Floor plan thereof hereto annexed for the consideration of **Rs.39,43,000/- (Rupees Thirty Nine Lakhs Forty Three Thousand only)** including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

(b) The Purchaser hereby agrees to purchase from the Promoters and the Promoters hereby agrees to allot to the Purchaser Lower Stack parking spaces bearing No. **Nil** situated at stilt being constructed in the layout at and for above referred consideration amount.

(c) The total aggregate consideration amount for the said Premises **Rs.39,43,000/- (Rupees Thirty Nine Lakhs Forty Three Thousand only)**

(d) The Purchaser has agreed and assured to pay the total consideration of **Rs.39,43,000/- (Rupees Thirty Nine Lakhs Forty Three Thousand only)** to the Promoters in the following manner:-

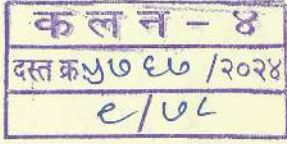
- i) Rs.10% paid as advance payment or application fee at the time of execution of this agreement.
- ii) Rs.35% to be paid to the Promoters on completion of the Plinth of the wing in which the said Premises is situated.
- iii) Rs.25% to be paid to the Promoters on completion of slabs of the wing in which the said Premises is situated.
- iv) Rs.10% to be paid to the Promoters on completion of the walls, internal plaster, floorings doors and windows of the said premises.
- v) Rs.05% to be paid to the Promoters on completion of the Sanitary fittings, staircases, lift, wells, lobbies up to the floor level of the said premises.



Ashra Patel

R. S. Kohar

Seemal Dhanraj



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- vi) Rs.05% to be paid to the Promoters on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said premises is situated.
- vii) Rs.05% to be paid to the Promoters on completion of the lifts, water pumps, electrical fittings, entrance lobby/s, paving of areas appurtenant.
- viii) Rs.05% be paid to the Promoters at the time of handing over of the possession of the said Premises to the Purchaser on receipt of occupancy certificate or completion certificate.

The Cheque / DD / Pay order to be drawn in favour to:

Name : M/s. Amar Realty
A/c. No. : 921020039529228
IFS CODE : UTIB0001364
Bank : Axis Bank Ltd.

TIME BEING ESSENCE OF CONTRACT, the Agreement will stand automatically cancelled if the Purchaser/s fails to make the payment within time.

The Total price of the flat does not include taxes, paid or payable by the Promoters by way of GST and Cess or may other similar taxes which may be levied, in connection with the construction of and carrying out the project payable by the Promoters up to the date of handing over the possession of the Flat. All taxes and GST shall be payable by the Purchaser/s over and above the Consideration and the other charges as mentioned as per what is applicable on the consideration and the other charges. The Purchaser/s undertake to pay the same without any dispute.

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 or local bodies or government from time to time. The Promoters undertakes and while raising a demand on the Purchaser/s for increase in development charges, cost or levies imposed by the Competent Authority etc., the Promoters shall enclose the said notification / order / rule / regulation publishes or received in that behalf to that effect along with demand letter being issued to the purchaser which shall only be applicable on subsequent payments.

The Promoters may allow in his sole discretion a rebate for carry payments of equal installments payable by the purchasers by discounting such early payments at interest rate 5% per annum as per discretion of the promoters for the periods by which the



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respective installments has been proponed. The provision for all owing rebate and such rate of rebate shall not be subject to any revision/withdrawal once granted to the purchaser by the Promoters.

The Promoters shall confirm the final carpet area that has been allotted to the Purchaser/s after the construction of the Building is complete and the occupancy / the Completion Certificate is granted by the Competent Authority by furnishing the details of the charges if any in the carpet area subject to a variation cap three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by the Purchaser/s with the annual interest at the rate specified in the rules from the date when such excess amount was paid by the Purchaser/s. If there is any increase in the carpet area allotted to the Purchaser/s the Promoters shall demand additional amount from the Purchaser/s as per the next milestone of the payment plan all these monetary adjustments shall be made at the same rate per square meter as agreed in the clause above of this agreement.

The Purchaser/s authorize the Promoters to adjust/appropriate all payments made by him under any head/s of dues against outstanding, if any, in his name as the Promoters may in his sole discretion deemed fit and the Purchaser/s undertakes not to object/demand/direct the Promoters to adjust the payment in any manner.

In case the Purchasers fails to make the balance payment, then an interest of 12% per annum shall be charged for the remaining payment, and in continuation of the default.

it is clearly mentioned herein that non-availability of loan from the financial institution shall not be a condition for making default the installment or payment towards the sale price. The above purchase price/consideration does not include the following charges:-

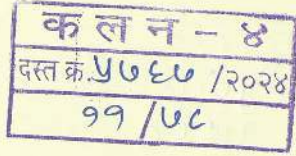
- i. Stamp Duty, Registration and other charges payable to the concerned authorities.
- ii. Legal charges for documentation.
- iii. Transfer fees.
- iv. Water Resources Development charges.
- v. Any other taxes, cesses that shall be levied or become livable by any Government authorities and also such other charges, escalations imposed by any Government Authorities.
- vi. Proportionate share of Property taxes
- vii. Share money, entrance fee of the Society or Resident Company.
- viii. Service Tax and other taxes as applicable.

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- 4) The RERA carpet area of the Flat is **39.34 square meters**. The carpet area means the net usable floor area of the Flat excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the purchasers/verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the flat Purchasers but includes the area covered by the internal partition walls of the apartment as shown in the floor plan annexed hereto.
- 5) The Promoters hereby agree to observe, perform and comply with all the terms, condition, stipulations and restrictions, if any which may have been imposed by the concerned competent authority at the time of sanction in the said plans and thereafter and shall, before handing over possession of the said Premises to the Purchaser/s. obtain Occupation and/or Completion Certificate.
- 6) WITHOUT Prejudice to the Promoters, other rights under this Agreement and/or in law the Purchaser/s shall be liable and shall at the option of the Promoters, pay to the Promoters interest at the rate of 12% per annum on all amount due and payable by the Purchasers under this Agreement.
- 7) The Promoters agrees that the possession of the said Premises shall be delivered to the Purchaser/s after the completion of the project. The Promoters shall give the possession as aforesaid as per the maharera certificate with extension of six months grace period.

If the Promoters fails or neglects to give possession of the said premises to the Purchaser/s on account of reasons beyond his control and of his agents, as stipulated hereinabove. by the aforesaid possession date then the Promoters shall be liable on demand to refund to the Purchaser/s the amounts already received by him in respect of the flat with interest to be calculated at the rate of SIB MCLR plus (One) 1% from the date the Promoters received the sum till the date the amounts and interest thereon is repaid.

The Promoters shall be entitled to reasonable extension of time for giving delivery of flat on the aforesaid date if the completion of the building in which flat is situated is delayed on account of following :-

- i) War, Pandemic, civil commotion, flood, drought, fire, cyclone, earthquake, act of god or any calamity by nature affecting the regular development of the real estate project ("Force Majeure").
- ii) Extension of time for giving possession as may be permitted by the Regulatory Authority under Real Estate (Regulation and Development) Act, 2016 for reason where actual work of said project/building could not be carried by the Promoters as per sanctioned plan due to specific stay or injunction orders relating to the said project from any Court of law, or Tribunal, competent authority, statutory authority, high power



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committee etc. or due to such circumstances as may be decided by the Authority. If however, the completion of the Project is delay due to force majeure conditions then the Purchaser/s agrees that the Promoters shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which makes it impossible for the contract to be implemented. The Purchaser/s agrees and confirms that in the event it becomes impossible for the Promoters shall refund to the Purchaser/s the entire amount received by the Promoters from the Allotment within 30 days from that date. After any refund of the money paid by the Purchaser/s, Purchaser/s agrees that he/she shall not have any rights, claims etc., against the Promoters shall be released and discharged from all its obligations and liabilities under this Agreement.

- 8) The Purchaser/s shall take possession of the said Premises within 7 days of the Promoters giving written notice to the Purchaser/s intimating that the said Premises is ready for use and occupation. PROVIDED that if within a period of THIRTY (30) DAYS from the date of handing over the said Premises to the Purchaser/s the Purchaser/s brings to the notice of the Promoters any defect in the said Premises is the said building, then wherever possible such defects shall be rectified by the Promoters at their own cost.
- 9) Upon possession of the said Premises being delivered to the Purchaser/s, the Purchaser/s shall be entitled to use and occupy the said Premises and shall not claim against the Promoters in respect of any item of work in the said Premises, which may be utilized, not have been carried out or completed.
- 10) Purpose to which it is allotted. The Purchasers agreed not to change use of the said premises or COVER the open space without prior consent in writing of the Promoters.
- 11) The Promoters has No Objection whatever in mortgaging the said premises of the purchaser/s with any Bank and/ or Financial Institution including the Employer of the Purchasers. In case the Purchaser/s are not qualified for the loan facility of fails to pay the said amount on or before their respective due dates, then in that event, this Agreement Shall automatically be cancelled without any further Deed or Document in this behalf, subjected to what is stated in this presents.
- 12) If the Purchaser/s commits default in payment on due date of any amount due and payable by the Purchasers to the Promoters under this Agreement and committing breach of any of the terms and conditions herein contained, the Promoters shall be entitled to their own option to terminate this Agreement.

Ashra Patel

R. Lohar



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- Provided always that the power of termination herein before contained shall not be exercised by the Promoters unless and until the Promoters shall have given to the Purchaser/s TEN days prior notice in writing of their intention or terminate this agreement and of the specific of breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and / or default shall have been made by the Purchaser/s in remedying such breach or breaches, within the period of ten days after giving of such notice.
- 13) It is further understood between the parties that the Purchaser/s would not have any right whatsoever as far as the remaining Apartments are concerned, and the same would be disposed of by the Promoters in a manner as the Promoters would deem fit.
 - 14) The Promoters shall not be liable for any loss, damage, injury or delay due to Maharashtra State Electricity Board causing delay in sanctioning and supplying electricity or due to the Authority causing delay in giving/ Supplying permanent water connection or such other service connection necessary for using/occupying the said premises.
 - 15) The Promoters shall in respect of any amount unpaid by the Purchaser/s under the terms and condition of this Agreement have a first lien and charges on the said premises agreed to be acquired by the Purchaser/s.
 - 16) The Promoters hereby declare that the entire Floor, Space Index (F.S.I) available in respect of the said property has been consumed in this project only and that no part of the Floor, Space Index has been utilized by the Promoters elsewhere for any other purpose whatsoever. In case said Floor, Space Index has been utilized by the Promoters elsewhere, then the Promoters shall furnish to the purchasers all the detailed particulars in respect of such utilization of said Floor, Space Index (F.S.I) by them. In case while developing the said property the Promoters have utilized any floor space index of any other land or property by way of floating floor, space index, then the particulars of such floor, space index shall be disclosed by the Promote to the Purchasers. The residual FAR (F.S.I) in the plot or the layout not consumed will be available to the Promoters alone till said property is conveyed to society or Incorporate Body of the Purchaser/s or till the completion of the project whichever is later. Whereas only after the said conveyance is executed or the project is completed the residual F.A.R (F.S.I) shall be available to the Purchaser/s.
 - 17) All notices to be served on the Purchaser/s as contemplated by this agreement shall be deemed to have been duly served if sent to the Purchaser/s by Registered post or under Certificate of posting at their address specified hereinabove.



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- 18) The Promoters shall have the right to make additions, alteration, raise stories or put additional structures at any time as may be permitted by the competent authorizes, such additional alteration, structures and stories and remaining unused F.S.I will be the sole property of the Promoters who will be entitled to use and dispose if of in any way they choose and the Purchaser/s hereby consents to the same.

Provided that the Promoters do not, in any way affect or prejudice the right hereby granted in favour of the Purchaser/s in respect of the said Premises agreed to be Purchased by the Purchaser/s, the Promoters shall be at liberty to sell, mortgage or otherwise deal with or dispose of their right, title and interest in the said Property, hereditaments and the building Construction/s and hereafter to be constructed thereon commencing a week after the notice in writing is given by the Promoters to the Purchaser/s that the said premises is ready for use and occupation, the Purchaser/s shall pay on or before the 5th day of every month to the Promoters a provisional monthly Contribution @ Rs.5/- (In word rupees Five only) per sq. feet per month and shall be paid for 2 (two) years in advance towards the proportionate share that may be ascertained by the Promoters for the purpose of.

- i. Maintenance of the project i.e. maintenance of internal roads, generators, water pump.
 - ii. The taxes including collector's charges and all other outgoing that may from time to time be levied on or incurred in respect of the said property.
 - iii. The charges for the maintenance and management of the said building including wages and salaries of security and / or watchmen, sweeper bill collector, gardener an accountant.
 - iv. Electricity charges of common lights, meter-pump etc. The said payment shall be on the ad-hoc basis and the purchasers shall be liable to pay actual proportionate taxes and outgoing, The Purchasers undertakes to pay such proportionate share of outstanding regular on the 5th day of each and every month in advance.
- 19) The Purchaser/s of themselves with the intention to bring all persons into whomsoever hand the said premises may come (in accordance with terms of presents) doth hereby covenant with the Promoters as follows:

- i. To maintain the said premises by the Purchaser/s at their own cost in good tenantable repair and condition from the date of taking possession of the said premises is situated, staircase or any passages which may be against the rules, regulation or Bye- Laws of concerned local or any other authority or change, alter or make addition in or to the building in which the said Premises is situated and in the said Premises itself any part thereof.



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- ii. Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which said Premises is situated or storing of which goods is objection to by the concerned local or other authority and shall not carry or cause to be carried heavy packages whose upper floors which may damage or likely to damage the staircase, common passages or any other structures of the building in which the said Premises is situated and in case any damage is caused to the building in which the said Premises is situated or the said Premises on account of negligence or default of the Purchaser/s in this behalf the Purchaser/s shall be liable for the consequences of the breach.
- iii. To carry at their own cost all internal repairs to the said premises and maintain the said premises in the same conditions state and order in which it was delivered by the Promoters to the Purchaser/s and shall not do or suffering to be done anything in or to the building in which the said Premises is situated, the Purchaser/s should follow the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences, thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alternation in the elevation and outside color scheme of the building in which the said Premises is situated and shall keep the portion, sewers, drains, pipes in the said Premises and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Premises is situated and shall not chisel or in any other manner damage to columns, beams, wall, slabs or RCC Pardi or other structural members in the said Premises without the prior written permission of the Promoters.
- v. Not to do or permit to be done any Act or thing which may render void or voidable any insurance of the said Land and the building in which the said Premises is situated or any thereof or whereby any increase premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Land and the building in which the said Premises is situated.
- vii. Pay to the Promoters within 7 days of demand by the Promoters, their share of security deposit demanded by concerned local authority or Government for giving water



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- electricity or any other service connection to the building in which the said Premises is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Premises by the Purchaser/s viz. use for any purpose/other than for residential purpose. The Purchaser/s shall not let, sublet transfer, assign or part with Agreement or part with the possession of the said premise until all the dues payable by the Purchaser/s to the Promoters under this Agreement are duly paid up and only if the Purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s have obtained prior consent in writing of the Promoters.
- ix. The Purchaser/s shall observe and perform all the rules regulation which the Promoters may adopt at its inception and the additions, alterations or amendment thereof that may be made from time to time for protection and maintenance of the said building and the said Premises therein and for the time being the concerned local authority and of Government and other public bodies.
- x. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise, or assignment in law of the said Premises or of the said plot and building or any part thereof, the Purchaser/s shall have no claim save and except in respect of the said Premises here by agreed to be sold to him and all open spaces, lobbies, staircases, terraces, recreation spaces etc., will remain the property of the Promoters.
- 20) The Purchaser/s along with the other Purchaser/s of the building shall join in forming and registering the Society of Association or a limited company to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute such Applications for registration and membership and the other papers and documents necessary for the formation and registration of the society or association or limited company and becoming member including the bye laws of the proposed society and duly filing, sign and written to the Promoters within seven days of the same being forwarded by the Promoters to the Purchaser/s so as to enable the Promoters to register the common organization of the Purchasers, No objection shall be taken by the Purchaser/s if any changes of modification are made in draft bye laws or the memorandum and or articles of the association as may be or any other competent Authority.
- 21) The Promoters shall within three months of registration of the Society or Association or limited Company as aforesaid caused to be transfer to the Society or Association or limited company all the right, title interest of the Vendor/Lesser/Original Owner/Promoters and of the Owners of the said Land with Building.



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- 22) Within 30 days after Notice in writing is given by the Promoters to the Purchaser/s that the Flat is ready for use and occupancy the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoing in respect of the project land and Building namely local taxes, betterment charges or such other levies by the concerned local authority and or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and Building Until the society or Limited company or Association is formed and the Building with land are transfer to it, the Purchaser/s shall pay to the Promoters proportionate share of outgoing as may be determined before taking over possession. The Purchaser/s further Purchaser/s shall pay to the Promoters provisional monthly contribution of Rs.5/- per sq. ft. per month towards the outgoing for 24 months. The amounts so paid by the Purchaser/s to the Promoters shall not carry any interest and remain with Promoters until conveyance or assignment of lease of the land with the Buildings is each executed in favor of the Society or Association or Limited Company. On such conveyance/Lease being executed for the land with Building the aforesaid deposit (less deduction provided for in this agreement) shall be paid over by the Promoters to the Society/Limited company/Association as the case may be other deduction all the charges incurred by the Promoters for the above purpose.
- 23) The Purchaser/s shall on or before delivery of possession pay the Rs.25,000/- (Rupees Twenty Five Thousand only) plus GST to the Promoters for the society and other charges.
- 24) Before taking possession the Purchaser/s shall pay to the Promoters a sum of Rs.20,000/- per meeting all legal costs, charges and expense, including professional costs of the attorney at law/advocates of the Promoters in connection with the formation of the Apex body or federation and for preparing its rules, regulations and Bye Laws and the costs of preparing and engrossing the conveyance or the assignment of the lease. The Promoters is not accountable to these charges collected and it is agreed by the Purchaser/s to not dispute or sack details of the same. The stamp duty, etc. for the conveyance or lease will be payable by the Flat purchaser.
- 25) At the time of registration of conveyance or lease of the land with building the Purchaser/s shall pay to the Promoters the purchasers share of stamp duty and registration charges payable, by the said society or limited company or association on such conveyance or lease or any document or instrument of transfer in respect of the said land with building.

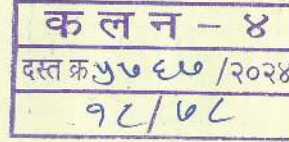
Representations and warranties of the Promoters:- the Promoters hereby represents and warrants to the Purchaser/s as follows :-



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- a. The Promoters has clear and marketable title with respect to the said Land and the building as declared in the Title repost annexed to this Agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the project.
- b. The Promoters has lawful rights and requisites approval from the competent authorities to carry out the development of the project and shall obtain requisite approvals from time to time to complete the development of the project.
- c. There are no encumbrances upon the project land or the project except those disclosed herein and in the title report.
- d. There are no litigation pending before any court of law with respect to the project land or the project except those disclosed herein and in the title report.
- e. All the approval, licenses and permits issued by the Competent Authorities with respect to the project or project land or the said Building are valid and subsisting and have been obtained by following due process of law. Further, all approval, licenses and permits to be issued by the competent authorities with respect to the project shall be obtained by following due process of law and the Promoters has been and shall all times remained to be in compliance with all applicable laws in relation to the project.
- f. The Promoters has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, where by the right, title and interest of the Purchaser/s created here in, may prejudicially be affected ;
- g. The Promoters has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Flat which will, in any manner, affect the rights of Purchaser/s under this Agreement.
- h. The Promoters confirms that the Promoters is not restricted in any manner what so ever from selling the said Flat to the Purchaser/s in the manner contemplated in this Agreement.
- i. At the time of execution of the conveyance deed, the Promoters shall hand over lawful, vacant, peaceful, physical possession of the structure to the association of Purchaser/s the Promoters shall hand over lawful, vacant, peaceful, physical possession of the common area of the Structure to the Association of the Purchaser/s.

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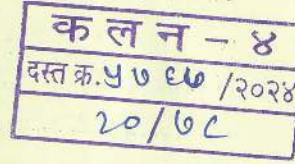
- j. The Promoters has duly paid and shall continue to pay and discharge undisputed government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities.
- k. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoters in respect of the project land and/or the project except those disclosed in the title repost.
- 27) In case of cancellation of the Flat, by the Purchaser/s or due to Non Payment of the Dues by the Purchaser/s, the Promoters will refund the amount paid after forfeiting 10% and brokerage charges. All taxes like GST, Service Tax or Vat will not be refunded.
- 28) The Promoters shall be entitled to designate any spaces/area in the proposed building of the Whole project (including on the terrace and basement level of such towers comprised in the whole project) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage, and purchaser/s in the whole project. Such designation may be undertake by the Promoters on lease, leave and license basis or such other method. For this purpose, The Promoters may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antenna, base sub-stations, towers etc.
- 29) The Flat Purchaser/s agrees, undertakes and confirms that the Promoters can amend plans in full or part and exert accordingly by the Future Development of the project in phase wise manner as they deem as long as the Flat Purchased by the Flat Purchaser/s is not affected. The Flat Purchaser/s has taken their legal and technical advise and used their due diligence and discretion to verify and check the title and the approvals and are fully satisfied with the same and have thereafter made the decision on their own to purchase the Flat. The Flat Purchaser/s has agreed to the promoters using the common areas for the various services needed for the future development and completion of next phase of the Building. The Purchaser/s has been duly informed and made aware about the phase wise development being envisaged herein and the Purchaser/s has clearly agreed and undertake not to object/ obstruct of complain about the phase wise development on any pretext, even after taking possession.
- 30) Prior to execution of this Agreement, the Purchaser/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Unit, made enquiries thereon and is satisfied with respect to (i) the title of the Promoters to develop the real estate project, and the whole



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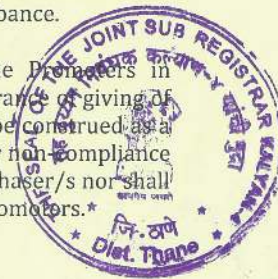
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project, and such title being clear and marketable; (ii) the Promoter's entitlement to develop the real estate project and the whole project and to construct the Real Estate project thereon as mentioned in this Agreement and applicable law and sell the premises therein. The Purchaser/s hereby undertake(s) not to thereafter raise any objection and/or make any requisitions with respect to the title of the Promoters to the Land.

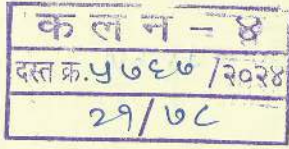
- 31) The Promoters shall at their discretion and as they deem fit allot parking space/s being constructed on the basement/podium/stilt of the whole project, and hereinafter referred to as the "parking spaces". The exact location and dimension of Parking Space will be finalized by the Promoters only upon completion of the Real Estate project in all respect. The Parking Space allotment shall be for the Purchaser/s and the Purchaser/s visitors. The Purchaser/s aware that the Parking Space will be for the exclusive use of the Purchaser/s. similar exclusive usage rights of the respective parking space to the other Purchaser/s shall be granted by the Promoters and the same shall be binding on the Purchaser/s, his nominees. The Details of the allotment of the parking spaces will be handed over to the said new Society to ratify the parking allocation in favour of the Purchaser/s and further that Purchaser/s shall not cause the said new society to change the allocation of parking spaces of the Purchaser/s.
- 32) The Purchaser/s undertake not to make any alteration in the elevation and outside color scheme of paint and glass of the Real Estate Project and not cover/enclose the planters and service slabs or any of the projections from the said unit, not chisel or in any other manner cause damage to the columns, beams, walls, slabs, or RCC partition or wall, pardis, or other structural members in the said unit, nor do/cause to be done any hammering for whatsoever use on the external/dead walls of the Real Estate Project nor do any act to affect the FIS/Development potential of the said Land.
- 33) The Purchaser/s acknowledges and agrees that the Promoters may complete any part, portion, or floor of Real Estate Project and obtain park BCC or Occupation Certificate and offer possession of the said Units to the Purchaser/s and the Purchaser/s shall not be entitled to raise any objection thereto. The Promoters or its agents or Contractors shall carry on the remaining work with the Purchaser/s occupying the said Units. The Purchaser/s shall not object to, protest or obstruct in the execution of such work. The Promoters shall endeavor to minimize the cause of nuisance or disturbance.
- 34) Any delay, tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement of any forbearance or giving of time to the Purchaser/s by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of terms and condition of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Promoters.*



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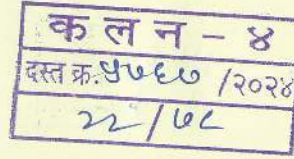
- 35) It is agreed that this Agreement shall be registered with Sub-Registrar of Assurances as required under the RERA, 2016. The Purchasers shall lodge this Agreement for registration with the Sub-Registrar of Assurances and inform the Promoters the serial number of registration under which it has been lodged to enable the Promoters to appear before the Sub-Registrar and admit the execution thereof.
- 36) If there is any increase in F.S.I. or any other benefits then such increased FSI or such benefits shall go to the Promoters and the Purchaser/s or the members of the Society shall not raise any objections to the Promoters utilizing such increased F.S.I. and /or using/appropriating such benefits. The Purchaser/s have agreed that the Purchaser/s shall not claim any right, title and interest in respect of said Property, save and except the said Premises. The Purchaser/s have also agreed that if any further FSI is permitted to be utilized on the said Property in accordance with the applicable law, the same shall inure for the benefit of the Promoters alone. If the FSI in respect of the said Property increased by the Sanctioning Authorities and/or additional construction is possible on the said Property on account of transfer of development rights or otherwise available for being utilized or otherwise and/or if the Sanctioning Authorities permit the construction of additional floors/wing or building/s, then in such event, the Promoters alone shall be entitled to construct such building by adding floors vertically or otherwise as per the revised building/s plans. The Purchaser/s expressly consents to the same as long as the total area of the Premises is not reduced. This consent shall be considered to be the Purchaser/s consent as contemplated by Section 14 (2) (i) and (ii) or the RERA Act, 2016.
- 37) The Purchaser/s will be liable to pay the sale tax under the sales Tax Law, Service Tax, VAT or any other taxes levied by the government or any local authority etc., if, however, by reason of any amendment of the constitution or enactment of amendment of any other law, Central or State, this transaction is held to be liable to tax as a sale or otherwise, either as a whole or in part and any inputs or materials or equipment used or supplied in execution of or in connection with this transaction are liable to tax, the same shall be payable by the Purchaser/s along with other Purchaser/s on demand at any time.
- 38) The Purchaser/s hereby represents and warrants to the Promoters that:-
- he/she/they/it is/ are not prohibited from acquiring the said Premised under any applicable law or otherwise;
 - he/she/they/it has/have not been declared and/or adjudged to be an insolvent, bankrupt etc., and/or ordered to be wound up or dissolved, as the case may be;
 - no receiver and/or liquidator and/or official assignee or any person as appointed in the case of the Purchaser/s or all or any of his/her/their/its assets and/or properties;



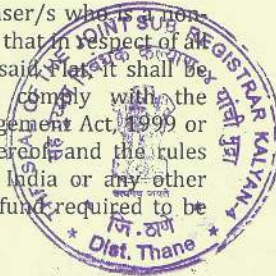
Ashu Patil

R. S. Chak

Seema Chak



- iv. none of his/her/their/its assets/properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute etc.;
- v. no notice is received from the Government of India (either Central, State or Local) and/or from any other Government abroad for his/her/their/its involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her/them;
- vi. no execution or other similar process is issued and/or levied against him/her/them and/or against any of his/her/their/its assets and properties;
- vii. he/she/they has/have not compounded payment with his/her/their/its creditors.
- viii. he/she/it/they is/are not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;
- ix. he/she/it/they is/are not an undesirable element and will not cause nuisance and/or cause hindrances in the completion of the project and/or anytime thereafter and will not default in making payment of the amounts mentioned in this Agreement.
- x. he/she/it/they is/are aware that the carpet area of the said Flat represented to him/her/it/them by the Promoter's representative or by the Promoter's brochures, drawings, plans, advertisements or other marketing materials, is approximate only and he/she/it/they acknowledge that the actual carpet area of the said Flat may vary from the carpet area mentioned herein by up to 3% (three per cent) of the carpet area. It is clarified that in the event, the final area of the Flat is more than the area agreed to be provided in this Agreement by reason of change of law or otherwise, the Purchaser/s agrees and undertake to pay additional consideration to the Promoters for such excess area, based on the Total Consideration and in the event, the final area of the Flat is less than the area agreed to be provided, the Total Consideration shall be reduced accordingly to the extent of such less area.
- xi. The Purchaser/s is/are in a good financial position to pay the total consideration and Installments in the manner as stated in this Agreement without any delay or default and shall as and when called upon by the Promoters provide such security as may be required by the Promoters towards the payment of the Total Consideration and the Installments.
- xii. It is abundantly made clear to the Purchaser/s who is non-resident/foreign national of Indian Origin, that in respect of all remittances, acquisitions/transfer of the said Flat, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be



Ashu Path

R. Lakshmi

Seema Lakshmi

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made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Purchaser/s understands and agrees that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they/it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto. The Promoters accepts no responsibility in this regard and the Purchaser/s agrees to indemnify and keep the Promoters indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

- 39) The Purchaser/s hereby agree and bind themselves to pay the stamp duty, Registration Charges, Advocate's fees and other expenses pertaining this Agreement.
- 40) If the Purchaser/s neglect, omit or fail in any manner whatsoever to pay to the Promoters any of the amount due and payable by the Purchaser/s under the terms and conditions of this agreement (whether before or after the delivery of the possession within the time herein specified or if the Purchaser/s shall in any other way fails to perform or observe any of the covenants and stipulations of his part thereto contained or referred to, the Promoters shall be entitled or re-enter and resume possession of the said Premises/parking space/ stilt and of everything whatsoever therein contained and this agreement shall cease and stand terminated and the Promoters shall refund to the Purchasers the installments of sale price of the said Premises etc. which may till then have been paid by the Purchasers to the Promoters after forfeiting the earnest money and after deducting there from the administrative expenses, out of pocket expenses and service charges etc. as may be determined by the Promoters. The Promoters shall not be liable to pay to Purchasers and interest on the amount so refunded and upon termination of this agreement and promising to refund the aforesaid amount by the Promoters, the Promoters shall be at liberty to dispose of and sell the said Premises/parking space/ still etc., to such person and at such price as the Promoters may be in its absolute discretion think fit. The said amount shall be refunded to the Purchasers only after the said Premises/parking space/stilt etc., is sold/disposed of. And the Purchaser/s shall have no claim for refund or payment of the said earnest money and/or the said other amounts and the Purchaser/s hereby agrees to forfeit all their rights, title and interest in the said Premises all amount already paid and in such event the Purchaser/s shall be liable to be immediately ejected as tress-passer but the right given by this clause to the Promoters shall be without prejudice to the other rights, remedies and claim, whatsoever at law or under this Agreement of the Promoters against the Purchaser/s.



Ashu Patil

R. S. Jha

Seema Jha

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- 41) In the event of the said Premises remaining unsold with the Promoters in Building/s to be constructed on the said Property, the powers and authority of such unsold Premises in the said building shall be subject to the overall control of the Promoters in respect of any of matters covering the said building, the construction and completion thereof and all amenities. The unsold Apartments also mean the said Premises on which the agreement is cancelled at any stage for any reason and the Promoters have the absolute authority regarding the disposal thereof. The Promoters shall have all right to lease out and/or rent out the unsold Apartment to person/s, company/companies, etc.
- 42) The Purchaser/s hereby declare and confirm that he / she have entered into this agreement, after reading and having understood the contents of all the aforesaid exemption order, building permissions, deeds, documents, writings and papers and all disclosures made by the Promoters to the Purchaser/s and with full knowledge and information thereof and subject to the terms, conditions and stipulations imposed or which may hereafter be imposed by the concerned town planning authority and all other concerned government bodies and authorities and also subject to the Promoter's right to make the necessary amendments, variations, modifications and / or changes therein and their right to avail, use, utilise, consume and exploit the entire balance and additional floor space index available on the said property as well as the transferable development rights as may be permissible by law and other benefits in F.S.I. on the said land.
- 43) The Promoters have brought to the clear notice and knowledge of the Purchaser that during the course of development they shall sell, assign, mortgage, charge, encumber or otherwise deal with all or any of their rights, title, benefits and interest in respect of the said property, and / or the said building or any part thereof. The Promoters has brought to the notice and knowledge of the Purchaser that during the course of construction / development, the Promoters will avail and procure financial assistance, construction loan, cash credit facilities and other mode of monetary assistance and borrowing by mortgaging the property and the scheme of construction thereby creating charge, mortgage on the said property and the purchaser is aware of the same and the Purchaser shall not raise any objection or obstruction to such creation of charge, mortgage and raising the finance by the Promoters. However, such charge and mortgage shall be subject to rights of the purchaser under this agreement. The Purchaser further confirm and undertake that he will issue cheques of the installment as specified and in favour in the account banks and financial institutions as nominated and directed by the Promoters. However, such assignment, mortgage, charge, encumbrance and raising of loans for the development of the said property shall always be subject to the rights of the Purchaser/s under this agreement.

Ashu Patel

Rishabh

Sumeet Kohare



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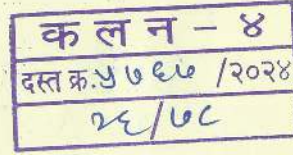
- 44) The Purchaser is aware that, if the net consideration mentioned in hereinabove is Rs.50,00,000/- or above, the Purchaser has to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Promoters, whichever is earlier as per section 194IA of the Income Tax Act, 1961. Further, the Purchaser shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961. The Purchaser further agrees and undertakes that if the Purchaser fails and/or neglects to deduct the tax at source or fails to pay the same after deduction, the Purchaser alone shall be deemed to be an assessee in default in respect of such tax and the Promoters/ Developers shall not be liable for any statutory obligations/liability for non-payment of such TDS.
- 45) The Purchasers declare that they have every intention to sell, transfer the said Premises within a period of three years from the date of execution of this Agreement for sale as the Investor Purchasers and to avail the benefit of the provision of remission of Stamp Duty on terms of the Article 5 of schedule 1, of Bombay stamp Act 1958 The requisite stamp duty on this Agreement for Sale is being paid by the Purchasers with a right of claim remission exemption of Stamp Duty at the time of Sale transfer of the said Premises within a period of three years or within such period as may be prescribed from time to time in this regard.
- 46) All expenses incurred for the preparation of this agreement, exclusively the Purchasers thereon shall pay the stamp duty and registration charges payable. It is for Purchasers to lodge this agreement for registration before the Sub Registrar of Assurance at the concerned registration office within appropriate period by giving prior intimation thereof to the Promoters so that the giving prior intimation thereof to the Promoters so that the Promoters or any authorized person can remain present and sign the same before the Sub Registrar.

Ashu Patil



Rohit

Seema Lokare



THE FIRST SCHEDULE ABOVE REFERRED TO:
(Description of the said Land)

All that piece and parcel of Non-Agricultural land admeasuring 2400 sq. mtrs. bearing **Survey No.123 Hissa No. 1** [Old **Survey No. 178A1/1, Hissa No.1**] of **Revenue Village- Chole**, Taluka Kalyan, District Thane, situate, laying and being Raju Nagar, Near Vrundavan Complex, Dombivli (West) - 421 202, Taluka Kalyan, Dist. Thane, in the Registration District and Sub-District of Thane and within the limit of Municipal Corporation of Kalyan Dombivli. The said Land is bounded as follows:-

On or Towards East : 18M wide DP Road
On or Towards West : Vrundavan Complex
On or Towards North : 15M wide DP Road
On or Towards South : Vrundavan Complex

SECOND SCHEDULE ABOVE REFERRED TO:
(Description of the said Premises)

A Residential **Flat No. 2201** on the **Twenty Second floor**, in **Building No. 1**, admeasuring **39.34 sq. metrs. RERA carpet area**, the building known as "**AMAR ELEGANCE**", standing on ALL that piece and parcel of Non-Agricultural land bearing **Survey No.123 Hissa No. 1** [Old **Survey No. 178A1/1, Hissa No.1**] of **Revenue Village- Chole**, Taluka Kalyan, District Thane, situate, laying and being Raju Nagar, Near Vrundavan Complex, Dombivli (West) - 421 202, Taluka Kalyan, Dist. Thane, in the Registration District and Sub-District of Thane and within the limit of Municipal Corporation of Kalyan Dombivli.

RECEIPT

RECEIVED of and from the within named Purchaser/s 1) **Mr. Ramesh Shamarao Lohar** and 2) **Mrs. Seema Ramesh Lohar** sum of **Rs.50,000/-** (In words **Rupees Fifty Thousand only**) by following details being the EMD booking amount of sale price of the said premises being **Flat No. 2201** on the **Twenty Second floor**, in **Building No. 1**, admeasuring **39.34 sq. metrs. RERA carpet area**, the building known as "**AMAR ELEGANCE**" under construction on the above referred land.

Date	Bank / Branch	Amount
02/02/2024	IMPS From HDFC Bank Under Ref No. 9C6880bf2b57b117	Rs.50,000/-

We Say Received Rs.50,000/-

For M/s. Amar Realty

R. Lohar

Seema Lohar

Ashu Path

Partner



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IN WITNESS WHEREOF the parties hereto have hereunto act and subscribed their respective hands and seal the day and the year first hereinabove written.

SIGNED, SEALED AND DELIVERED }
 by within named the Promoters }
 M/s. AMAR REALTY }
 Through its Partner- }
 Shri. ASHOK SHAMJI PATEL }
 In the presence of..... }
 _____ }
 Vikrama Bham Sutar. }


 Ashok Patel



SIGNED AND DELIVERED }
 by within named the Purchaser/s }
 1) Mr. RAMESH SHAMARAO LOHAR }


 R. Lohar



and

2) Mrs. SEEMA RAMESH LOHAR }
 In the presence of..... }
 _____ }
 Vikram S. Lohar. }


 Seema Lohar



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AMENITIES AND SPECIFICATIONS OF THE FLAT

- 1) Building will be R. C. C. framed structure with ground and upper floors with underground water storage tank with electric pump one R. C. C. overhead water storage tank.
- 2) Bedroom doors will be wooden doors with Solid core flush door, windows will be powder coated aluminum sliding or open able with glass.
- 3) Main door will be wooden doors with inside aldrop of steel metal with chain.
- 4) 2'x2' Vitrified flooring tiles in living, Bed and Kitchen.
- 5) Bathroom will be provided with ceramic flooring and dado of full height glazed tiles, one direct water connection from overhead water storage with shower also is provided.
- 6) One wash basin will be provided.
- 7) All W.Cs. will have glazed tiles flooring and dado of full height.
- 8) Cooking platform in kitchen with granite stone on top, with steel sink. Glaze tiles on top of platform, one direct water connection from overhead water tank.
- 9) The lighting arrangements will be as follow:

LIVING ROOM	:	One light point Oneo bell point One T. V. point	One plug point One fan point
BEDROOM	:	One light point One plug point	One fan point
KITCHEN	:	One light point One fan point	One plug point One domestic point
BATH ROOM	:	One light point One light point	One domestic point
- 10) Building will be painted from outside with Acrylic paint.

Asha P.H.

Rohas



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