

AGREEMENT FOR SALE

**THIS AGREEMENT FOR SALE** is made and entered into at Dombivli, on this -----<sup>th</sup> day of ----- in the **Christian Year Two Thousand Twenty Four (2024)**.

**B E T W E E N**

**M/s. EKVEERA ENTERPRISES, PAN NO. AAFFE4762Q** A Partnership Firm, Through Its Partner Mr. Anil Ganesh Bhagat Age : 42 Years Adult, having its Office at: “Chandrangan Residency Phase II, Bwing Ground Floor, Shop No. 1, 2 & 3, Near G P Parsik Bank, Diva-Shil Road, Diva East, Taluka and District Thane – 400 612, hereinafter for the sake of brevity and convenience called and referred to as the **PROMOTER/ DEVELOPER/S** (which expression unless repugnant to the context or meaning thereof shall mean and include the said partnership firm, its present partner/s, partner/s who may continue/s as the partner of the firm and person/s who may be admitted as the partner of the firm on reconstitution of the firm and on dissolution of the firm, right and obligation under this instrument to whom allotted and partner/s heirs, executors, administrators, but does not include the partner/s who ceases to be the partner of the said firm and his heirs, executors, administrators etc.) **PARTY OF THE ONE PART.**

**A N D**

**1 ) MR. DINESH MANOHAR KADAM, PAN NO. ASWPK0363Q, Age: 49 years,**

Indian Inhabitant/s, having address at **A/3, Someshwar Co. Op. Hsg. Society, Anthony Church, Tembipada Road, Bhandup West Mumbai, Maharashtra - 400078,** hereinafter referred to as the “**PURCHASER/S**” (which expression shall unless it be repugnant to the context or meaning thereof mean and be deemed to include his/her/their heirs, executors, administrators and permitted assigns) of the **OTHER PART.**

WHEREAS originally Shri. Eknath Balaram Patil & Anrs. are the owners, seized and possessed of and/or otherwise well and sufficiently entitled to the land property being Survey No. 74 Hissa No. 1 having total admeasuring area of 0H-48R-60P equivalent to 4860 sq. mtrs., lying and situated at Revenue Village Golavali, Taluka Kalyan, District Thane as per Revenue Records and within the local limit of Kalyan Dombivli Municipal Corporation and Registration District Thane and Sub-Registration Office at Kalyan (hereinafter referred to as the “SAID LARGER PROPERTY”

AND WHEREAS as one Mr. Vinodkumar Babarbhahi Patel was claiming his possession over an extent of an area of 0H-22R-00P equivalent to 2200 sq. mtrs., (which hereinafter referred to as the “**FIRST PROPERTY**” out of the total area of the said larger property and therefore, initially the aforesaid Mr. Vinodkumar Babarbhahi Patel & Shri. Eknath Balaram Patil & Anrs. the landowners have altogether mutually by and under the Development Agreement which is duly registered on 23.04.2019 in the Office of Sub-Registrar of Assurances, Kalyan – 4 at Serial No. 5498/2019 have assigned the development rights in respect of the aforesaid Property to and in favour of M/s. SHIVAM INFRASTRUCTURE PARTNERSHIP FIRM, i.e. Promoter/Developer therein, on the terms and conditions contained therein and simultaneously from that perspective the said Mr. Vinodkumar Babarbhahi Patel & Shri. Eknath Balaram Patil & Anrs. have also executed a registered Power of Attorney on 23.04.2019 which is duly registered in the Office of Sub-Registrar of Assurances, Kalyan – 4 at Serial No. 5499/2019 and thereby which have authorized the Promoter/Developer/s therein to do various acts relating to development of the First Property and sale of flat/shop/premises in the new building/s to be constructed on the First Property;

AND WHEREAS, thereafter, one of the land owner namely Mr. Budhaji Balaram Patil got expired and therefore his heirs namely Mr. Vishal Budhaji Patil & Anrs. towards the due confirmation and acceptance of the aforesaid Development Agreement dated 23.04.2019 have

signed and executed a Deed of Confirmation i.e. Manyatapatra which is duly registered on 28.12.2022 in the Office of Sub-Registrar of Assurances, Kalyan – 3 at Serial No. 16412/2022 in respect of 0H-22R-00P equivalent to 2200 sq. mtrs., to and in favour of M/s. SHIVAM INFRASTRUCTURE PARTNERSHIP FIRM, i.e. Promoter/Developer therein, on the terms and conditions contained therein and simultaneously from that perspective the said Mr. Vishal Budhaji Patil & Anrs. have also executed a registered Power of Attorney on 28.12.2022 which is duly registered in the Office of Sub-Registrar of Assurances, Kalyan – 3 at Serial No. 16415/2022.

AND WHEREAS, thereafter the land owners namely Mr. Eknath Balaram Patil & Anrs. of the aforesaid Said Larger Property by and under the Development Agreement which is duly registered on 22.09.2020 in the Office of Sub-Registrar of Assurances, Kalyan – 4 at Serial No. 6695/2020 have assigned the development rights in respect of the balance area 0H-26R-60P equivalent to 2660 sq. mtrs., (which hereinafter referred to as the **“SECOND PROPERTY”**) out of the total area of the said larger property to and in favour of M/s. EKVEERA ENTERPRISES PARTNERSHIP FIRM, i.e. Promoter/Developer herein, on the terms and conditions contained therein and simultaneously from that perspective the landowners have also executed a registered Power of Attorney on 22.09.2020 which is duly registered in the Office of Sub-Registrar of Assurances, Kalyan – 4 at Serial No. 6696/2020 and thereby which have authorized the Promoter/Developer/s herein to do various acts relating to development of the Second Property and sale of flat/shop/premises in the new building/s to be constructed on the Second Property;

AND WHEREAS during the subsistence of the aforesaid Development agreement/s in respect of the First and Second Property one Mutation Entry bearing No. 2115 was pending to be certified in respect of the Said Larger Property and therefore, thereafter, the Deputy Superintendent of Land record has conducted the survey

of the entire area of land property being Survey (Gat) No. 74 lying and situate at Village - Golavali, Tal-Kalyan, Dist-Thane and accordingly the said Survey (Gat) No. 74 was divided into 4 Parts (Hissa) and the total area of the said Survey (Gat) No. 74 was determined as 1H-03R-0P and accordingly, an area 0H-03R-40P (which hereinafter referred to as the **“THIRD PROPERTY”**) was enhanced into the Said Larger Property and the Mutation Entry bearing No. 2115 was certified and taking the cognizance of the order of the Dy. Superintendent of Land Records Kalyan, the concern Revenue Officer, Kalyan issued new 7/12 extract as per the enhanced area as to be 0H-52R-0P of Survey No. 74 Hissa No. 1 i.e Said Larger Property in the name of the aforesaid land owners.

AND WHEREAS, thereafter the land owners namely Mr. Eknath Balaram Patil & Anrs. of the aforesaid Said Larger Property by and under the Development Agreement which is duly registered on 06.11.2020 in the Office of Sub-Registrar of Assurances, Kalyan – 4 at Serial No. 8906/2020 have assigned the development rights in respect of the enhanced area 0H-03R-40P equivalent to 340 sq. mtrs., i.e. Third Property to and in favour of M/s. EKVEERA ENTERPRISES PARTNERSHIP FIRM, i.e. Promoter/Developer herein, on the terms and conditions contained therein and simultaneously from that perspective the landowners have also executed a registered Power of Attorney on 06.11.2020 which is duly registered in the Office of Sub-Registrar of Assurances, Kalyan – 4 at Serial No. 8908/2020 and thereby which have authorized the Promoter/Developer/s herein to do various acts relating to development of the Third Property and sale of flat/shop/premises in the new building/s to be constructed on the Third Property;

AND WHEREAS, thereafter, one of the land owner namely Mr. Budhaji Balaram Patil got expired and therefore his heirs namely Mr. Vishal Budhaji Patil & Anrs. towards the due confirmation and acceptance of the aforesaid Development Agreement dated 06.11.2020 have signed and executed a Deed of Confirmation i.e. Manyatapatra which is duly registered on 18.10.2022 in

the Office of Sub-Registrar of Assurances, Kalyan – 4 at Serial No. 13958/2022 in respect of an area of 0H-03R-40P equivalent to 340 sq. mtrs., i.e. Third Property to and in favour of M/s. EKVEERA ENTERPRISES PARTNERSHIP FIRM, i.e. Promoter/Developer herein, on the terms and conditions contained therein and simultaneously from that perspective the said Mr. Vishal Budhaji Patil & Anrs. have also executed a registered Power of Attorney on 18.10.2022 which is duly registered in the Office of Sub-Registrar of Assurances, Kalyan – 4 at Serial No. 13959/2022.

AND WHEREAS thereafter, as the aforesaid developers/ Promoters namely M/s. SHIVAM INFRASTRUCTURE PARTNERSHIP FIRM due to pandemic as well personal and financial difficulties could not able to act and fulfill the terms and conditions of the aforesaid registered Development Agreement dated 23.04.2019 accompanied with Power of Attorney therein, as well the subsequent Deed of Confirmation (Manyatapatra) dated 28.12.2022 accompanied with Power of Attorney therein and therefore, the aforesaid developers/ Promoters namely M/s. SHIVAM INFRASTRUCTURE PARTNERSHIP FIRM and the landowners therein altogether mutually by and under the DEED OF ASSIGNMENT which is duly registered on 24.01.2023 in the Office of Sub-Registrar of Assurances, Kalyan – 3 at Serial No. 1158/2023 have assigned the development rights in respect of the FIRST PROPERTY to and in favour of M/s. EKVEERA ENTERPRISES PARTNERSHIP FIRM, i.e. Promoter/Developer herein, on the terms and conditions contained therein and simultaneously from that perspective they have also executed a registered Power of Attorney on 24.01.2023 which is duly registered in the Office of Sub-Registrar of Assurances, Kalyan – 3 at Serial No. 1159/2023 and thereby which have authorized the Promoter/Developer/s herin to do various acts relating to development of the First Property and sale of flat/shop/premises in the new building/s to be constructed on the First Property;

AND WHEREAS, hereinafter the First Property, Second Property & Third Property are hereinafter collectively referred to as the “**SAID PROPERTY**”.

AND WHEREAS the said Property is not falling under the ambit of the now repealed Urban Land (Ceiling & Regulation ) Act,, 1976 since the area of the said property and individual property rights were within the ceiling limits and no orders have been passed thereunder.

AND WHEREAS the land owners have surveyed the said property from the Office of T. I. L. R., Kalyan and accordingly the layout/Map (Gat Book Nakasha) of the said Property was duly sanctioned on 05.01.2021 and which is annexed herewith.

AND WHEREAS the Tahasildar Kalyan by and under Order dated 24.09.2021 had verified Non-Agricultural Tenure of the Said Property and granted permission for Non-Agricultural user of the Said Property and accordingly the Conversion Tax levied thereon is paid accordingly.

AND WHEREAS **Mr. Kavita S. Shah**, an Advocate from Kalyan, conducted the detailed search of the said Property since the year 2014 to 2023 and accordingly she by and under her Title Certificate dated 03/02/2023 has certified the title and an authority of the Promoter/Developer herein to develop the Said Property to be clear and marketable;

AND WHEREAS thereafter the Promoter/Promoters herein initially has obtained from Kalyan Dombivli Municipal Corporation (for short “**KDMC**”), sanction plans for layout and building construction vide Commencement Certificate bearing KMDC/TPD/BP/27 VILLAGE/2022-23/33 dated 21.02.2023 to construct a Residential Cum Commercial Building as follows :

<b>Sr. No.</b>	<b>Building No.</b>	<b>No. of Floors</b>
1	Type A	Stilt ( Part), Ground (Part) + First Floor to Third Floor (Commercial)
2	Type B	Stilt ( Part), Ground (Part) + First Floor (Commercial) + Second Floor to Fifteen Floor ( Residence)

For MHADA Thirteen Floor  
(Part) to Fifteen Floor (Part)

(hereinafter referred to as the “**SAID SANCTIONED PLANS**”) by consuming the available FSI of the Said Property.

AND WHEREAS the Promoter herein being developer of the Said Property alone, has/have the sole and exclusive rights to construct building on the Said Property in accordance with the recitals hereinabove and to sell, mortgage, give on lease and/or to deal therewith in any other manner as the Promoter may deem, fit and proper, the premises in the building/s to be constructed by the Promoter on the Said Property and to enter into Agreements with the Purchasers of the premises and to receive the sale price in respect thereof;

AND WHEREAS the Promoter has proposed to construct the Residential/Commercial Building/s to be known as “**S B TOWER**” having a Residential Cum Commercial Building/s as follows :

<b>Sr. No.</b>	<b>Building No.</b>	<b>No. of Floors</b>
1	Type A	Stilt ( Part), Ground (Part) + First Floor to Third Floor (Commercial)
2	Type B	Stilt ( Part), Ground (Part) + First Floor (Commercial) + Second Floor to Fifteen Floor ( Residence) For MHADA Thirteen Floor (Part) to Fifteen Floor (Part)

(hereinafter referred to as the “**SAID PROJECT**”) having Residential/ Commercial premises, by using maximum potential FSI of the Said Property, as per the D.C. Rules of the Sanctioning Authority;

AND WHEREAS the Promoter has registered the Said Project under the provisions of the Act with the Real Estate Regulatory Authority at Serial No. **P51700051089** and the authenticated copy is attached herein;

AND WHEREAS the Promoter herein has entered into standard agreement with Architect M/s. **M/s. Joshi Deshaware & Associates** (for short "SAID ARCHITECT") - an Architect Firm duly registered with the Council of Architects, for Architectural work concerning development of Said Property including preparation of the layout and construction plan of the buildings and further has entered into standard agreement with RCC Structural Consultant / Engineers **M/s Ajay Mahale & Associates** (for short "SAID STRUCTURAL ENGINEER") for preparation of structural designs and has accepted the professional supervision of the said Architect and said Structural Engineer or such other Architect/Structural Engineer as the Promoter may appoint and/or substitute from time to time, till the completion of the Said Project;

AND WHEREAS the Purchaser/s is/are/has/have offered to purchase the Residential Flat bearing No. **904** on **9th Floor** admeasuring **35.32 sq. mtrs.** carpet area alongwith flower-bed balcony area of **2.46 sq. mtrs.** carpet area, totally admeasuring **37.78** sq. mtrs. carpet area, of the Building No. Type **B** in the complex to be known as "**S B TOWER**" (hereinafter referred to as the "**SAID PREMISES**") being constructed on the Said Property by the Promoter;

AND WHEREAS on demand from the Purchaser/s, the Promoter has given inspection to the Purchaser/s 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 (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by Mrs. Kavita S Shah, Advocate of the Promoter, authenticated copies of 7/12 Extract, showing the nature of the title of the said Shri. Eknath Balram Patil & Anrs. to the Said Property on which the proposed Building/s to be constructed have been annexed hereto.

AND WHEREAS authenticated copies of Commencement Certificate bearing KMDC/TPD/BP/27 VILLAGE/2022-23/33 dated 21.02.2023 to construct a Residential Cum Commercial Building/s as approved by KDMC, sanctioning the proposed Building/s has been annexed hereto.

AND WHEREAS the authenticated copies of the plan of the Layout as approved by KDMC, sanctioning the buildings as above, have been annexed hereto.

AND WHEREAS the authenticated copies of the plans and specifications of the Said Premises agreed to be purchased by the Purchaser/s, as sanctioned and approved by KDMC, have been annexed.

AND WHEREAS the Promoter has got some of the approvals from KDMC to the plans, the specifications, elevations, erections and of the said buildings and shall obtain sanction for additional FSI from sanctioning authority from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said buildings;

AND WHEREAS while sanctioning the said plans KDMC and/or Government has lay down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Said Project and the said Building and upon due observance and performance of which only the Completion or Occupancy Certificate in respect of the said buildings shall be granted by KDMC;

AND WHEREAS the Promoter has accordingly commenced construction of the said buildings in accordance with the Said Sanctioned Plans;

AND WHEREAS the Purchaser/s has/have purchase from the Promoter the Residential Flat bearing No. **904** on **9th Floor** admeasuring **35.32 sq. mtrs.** carpet area alongwith flower-bed balcony area of **2.46 sq. mtrs.** carpet area, totally admeasuring **37.78** sq. mtrs. carpet area, of the Building No. Type **B** in the complex to be known as **S B TOWER**” being constructed on the Said Property;

AND WHEREAS the carpet area of the Said Premises is **35.32 square meters** and "carpet area" means the net usable floor area of an Said Premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the Said Premises for exclusive use of the Purchaser/s or to the Said Premises for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the Said Premises;

And the Purchaser/s has/have demanded from the Promoter/s and the Promoter/s have given inspection to the Purchaser/s all the documents of title, certificates of title of advocate, 7/12 extract, building plans and specification approved by the KDMC and other all requisite documents relating to the said property as are specified under the RERA Act, 2016 and rules made thereunder, which the Purchaser/s doth hereby acknowledged and confirm to have received.

And WHEREAS the Promoters have represented to the Purchaser that the Promoters shall be developing the said Property alongwith other adjoining land properties as per the plans approved by the KDMC as also with such modifications as the Promoters may from time to time propose and approved by the KDMC and the details of such development shall be determined by the Promoters from time to time absolutely at their discretion and furthermore, the Promoters is in the process of acquiring rights in respect of other adjoining land properties and there is the possibility of amalgamating the said property with adjoining land properties and thereby utilizing the FSI in respect of the such adjoining land properties as also loading additional transferable development rights and/or FSI on the said Building/s for construction of additional Floor/s or further construction on the said property, which may available in future due to changes in law, rules and regulations and carrying on phase/building wise development of the properties acquired by the Promoter/s. The Promoter/s shall be entitled to load, use and consume such additional FSI presently available on the said property as also such additional FSI which may become available in future due to change in law, rules and regulations for further construction on the said property or to transfer such FSI on some other property. The Promoters shall be further entitled to purchase TDR from elsewhere and load and utilize

and use the same for further construction on the proposed building /s to be constructed on the said property by way of additional floors, as per the rules, regulations for the time being force and therefore, from that perspective the Purchaser/s shall not be entitled to raise any objection for utilization of such FSI or TDR or for transferring such FSI or TDR from the said property to some other property, such additional structure/s, storey/s shall be property of the Promoters alone and the promoters shall be entitled to sell, transfer and dispose off and/or otherwise deal with the same as me deemed fit and proper by the Promoters, without rendering any account or obtaining any further separate consent from the Purchaser and the reference to the building/s on said property hereinafter shall also mean and include the amalgamated properties and new building/s if any.

AND WHEREAS the Promoter/s shall be entitled to make any variations, alterations, amendments or deletions to or in the proposed building/s, layout, plans and specifications of the flats, Shop/ offices and premises in the aforesaid building/s, relocating/realignment of the water, power, sewerage, telephone, gas and other service and utility connections and lines, overhead/underground tanks, pumps, open spaces, parking spaces, recreation areas, garden spaces and all or any other area, amenities and facilities and/or varying the location of the access to the said Building/s as may be required by the local authorities and/or as the Promoters may deem fit and their sole and unfettered discretion.

AND WHEREAS the Promoters have represented the Purchaser/s that there will always a permanent right of way of from the “ Said Property” to any other adjoining or nearby land property/s which the Promoters will/shall be developing with the “said Property” as per the plans approved by the KDMC as also with such modifications as the Promoters may from time to time propose and approved by the KDMC and therefore, the Promoter/s at its/their sole discretion and without obtaining any consent from the purchaser/s shall be entitled to grant and use such right of way over the “said property” to such other land properties as shall be forming part of the said Building/s or otherwise and Purchaser/s and other purchaser/s of the premises in the building on the “said property” shall always keep the right

of way open to sky and shall never ever enclose and/or create any obstruction on such right of way.

AND WHEREAS, it is expressly agreed that the right to the Purchaser/s under this Agreement restricted only to the said Premises agreed to be sold by the Promoters/ Land Owners and the right of all the prospective Purchaser/s or premises in the said Building/s shall be restricted to the respective premises agreed to be purchased by him/them in the respective building/s and the land below the plinth area and all other premises and/or portions of the said property including layout area, roads, recreation ground and etc. shall be sole property of Promoters and the promoters shall be entitled to deal with and develop the same in any manner as may be deemed fit by them without any reference or recourse or consent or concurrence from the Purchaser/s in any manner whatsoever and the Purchaser/s hereby confirms and consents to the irrevocable right of the Promoter/s to develop the said property in any manner as deemed fit by the Promoter/s without any further or other consent or concurrence from the Purchaser/s and other Purchaser/s in future.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws and are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, prior to the execution of these presents the Purchaser/s has/have paid to the Promoter a sum of **Rs 51,000/- (Rupees Fifty One Thousand only)**, being part payment of the sale consideration of the Said Premises agreed to be sold by the Promoter to the Purchaser/s as advance payment or Application Fee (the payment and receipt whereof the Promoter doth hereby admits and acknowledges) and the Purchaser/s has/have agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing;

AND WHEREAS, under Section 13 Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963, the Promoter is required to execute a written Agreement for Sale of Said Premises with

the Purchaser/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Purchaser/s hereby agree/s to purchase the Said Premises;

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

1. The Promoter shall proposed to construct the Building No. Type **B** in the complex to be known as “ **S B TOWER** consisting of **Stilt** Floor to **Fifteen** Floor on the Said Property in accordance with the plans, designs and specifications as to be approved by KDMC from time to time and the promoter hereinafter shall have the absolute right and authority to make requisite variation and modifications as he/they considered necessary in accordance with the scheme of development of the said property or as may be required by any concern local authority/government authorities or due to change in law.
  - 1(a) The Purchaser/s hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser/s Said Premises i.e. the Residential Flat bearing No. **904** on **9<sup>th</sup> Floor** admeasuring **35.32 sq. mtrs.** carpet area alongwith flower-bed balcony area of **2.46 sq. mtrs.** carpet area, totally admeasuring **37.78** sq. mtrs. carpet area, of the Building No. Type **B** in the complex to be known as **S B TOWER**” being constructed on the Said Property and as shown in the Floor Plan thereof hereto annexed and marked herewith, for the lump-sum consideration of **Rs 40,00,000/- (Rupees Forty Lakh Only)**.
  - 1(b) The total aggregate consideration amount for the Said Premises excluding Parking Spaces is thus **Rs 37,11,107/- (Rupees Thirty Seven Lakh Eleven Thousand One Hundred Seven Only)**.
  - 1(c) The Purchaser/s has/have paid on or before execution of this agreement a sum of **Rs. 51,000/- (Rupees Fifty One Thousand only)**, as advance payment or application fee and hereby agree/s to pay to that Promoter the balance amount of **Rs 36,60,107/-**

**(Rupees Thirty Six Lakh Sixty Thousand One Hundred Seven Only)** in the following manner :

- i. Amount (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.
- ii. Amount ( Not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the Said Premises is located.
- iii. Amount (not exceeding 50% of the total consideration) to be paid to the Promoter on completion of **5<sup>th</sup> Slab**
- iv. Amount (not exceeding 55% of the total consideration) to be paid to the Promoter on completion of **10<sup>th</sup> Slab**
- v. Amount (not exceeding 60% of the total consideration) to be paid to the Promoter on completion of **15<sup>th</sup> Slab**
- vi. Amount (not exceeding 65% of the total consideration) to be paid to the Promoter on completion of **20<sup>th</sup> Slab**
- vii. Amount (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of **29<sup>th</sup> Slab**
- v. Amount (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the Said Premises.
- vi. Amount (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the Said Premises.
- vii. Amount (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the Said Premises is located.
- ix. Amount (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the Said Premises is located.

- x. Balance Amount (100% of the total consideration) against and at the time of handing over of the possession of the Said Premises to the Purchaser/s on or after receipt of occupancy certificate or completion certificate.
- 1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Goods Service Tax (GST) and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Said Project payable by the Promoter) up to the date of handing over the possession of the Said Premises.
- 1(e) The Promoter undertakes and agrees that while raising a demand on the Purchaser/s for increase in Development Charges, Property Tax, cost or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.
- 1(f) The Promoter shall confirm the final carpet area that has been sold to the Purchaser/s after the construction of the said building is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser/s within forty-five (45) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the carpet area sold to Purchaser/s, the Promoter shall demand additional amount from the Purchaser/s as per the next milestone of the Payment Plan.
- 1(g) The Purchaser/s authorize/s the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in its sole discretion deem fit and the Purchaser/s undertake/s not to object/demand/direct the Promoter to adjust his/her/their payments in any manner.

- 2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by KDMC at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Said Premises to the Purchaser/s, obtain from KDMC Occupancy and/or Completion certificates in respect of the Said Premises.
- 2.2 Time is essence for the Promoter as well as the Purchaser/s. The Promoter shall abide by the time schedule for completing the Said Project and handing over the Said Premises to the Purchaser/s and the common areas to the Society/Association of the Purchaser/s after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be. Similarly, the Purchaser/s shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above.
3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the Said Project is **9890.93 sq. mtrs.** only and Promoter has planned to utilize Floor Space Index of **9990.05 sq. mtrs.** by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the Said Project. The Promoter has disclosed the Floor Space Index of **9890.93 sq. mtrs.** as proposed to be utilized by it on the Said Property in the Said Project and Purchaser/s has/have agreed to purchase the Said Premises based on the proposed construction and sale of Said Premises to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
- 4.1 If the Promoter other than the terms and conditions stipulated herein fails to abide by the time schedule for completing the Said Project and handing over the Said Premises to the Purchaser/s, the Promoter agrees to pay to the Purchaser/s, who does not intend to withdraw from the Said Project, interest at the

rate of **18%** per annum., on all the amounts paid by the Purchaser/s, till the handing over of the possession. And similarly the Purchaser/s agrees to pay to the Promoter, interest at the rate of **18%** per annum., on all the delayed payment which become due and payable by the Purchaser/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Promoter.

4.2 Without prejudice to the right of Promoter to charge interest, in terms of sub clause 4.1 above, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Promoter under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing 3 defaults of payment of installments, the Promoter shall at its own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen (15) days in writing to the Purchaser/s, by Registered Post AD or Email at the address provided by the Purchaser/s and mail at e-mail address provided by the Purchaser/s, of its 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/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement and soon after such termination the Promoter/s will be at the liberty and entitle to deal and dispose of the said premises to third party in any manner as he/they deems fit and proper for the time being. Provided further that upon termination of this Agreement as aforesaid, the Promoter subject to deduction of 10% as a penal charges towards willful default on all earnest amount shall refund to the Purchaser/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) the balance earnest amount (excluding GST, Stamp Duty & Registration Charges and any other Government & legal charges) within a period of thirty (120) days of the termination, the installments of sale consideration of the Said Premises which may till then have been paid by the Purchaser/s to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities in the Said Premises and common amenities in the said building are set out in the Annexure annexed hereto.
6. The Promoter shall give possession of the Said Premises to the Purchaser/s on or before **31<sup>st</sup> December, 2026**. If the Promoter fails or neglects to give possession of the Said Premises to the Purchaser/s on account of reasons beyond its control and of its agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Purchaser/s the amounts already received by it in respect of the Said Premises with interest at the same rate as mentioned in point no. 4.1, from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Said Premises on the aforesaid date, if the completion of building in which the Said Premises is to be situated is delayed on account of :

(i) war, civil commotion or act of God ;

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

#### 7.1 **PROCEDURE FOR TAKING POSSESSION :**

The Promoter, upon obtaining the Occupancy Certificate from KDMC and the payment made by the Purchaser/s as per the Agreement, shall offer in writing the possession of the Said Premises, to the Purchaser/s in terms of this Agreement to be taken within **3 (three months)** from the date of issue of such notice and the Promoter shall give possession of the Said Premises to the Purchaser/s. The promoter agrees and undertake to indemnify the Purchaser/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser/s agree/s to pay the maintenance charges as determined by the Promoter or Association of Purchasers, as the case may be. The Promoter on its behalf shall offer the possession to the Purchaser/s in writing within **7 days** of receiving the occupancy certificate of the Project.

- 7.2 The Purchaser/s shall take possession of the Said Premises within 15 days of the written notice from the Promoter to the

Purchaser/s intimating that the Said Premises is ready for use and occupancy.

- 7.3 FAILURE OF PURCHASER/S TO TAKE POSSESSION OF SAID PREMISES :** Upon receiving a written intimation from the Promoter as per clause 7.1, the Purchaser/s shall take possession of the Said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Said Premises to the Purchaser/s. In case the Purchaser/s fails to take possession within the time provided in clause 7.1 such Purchaser/s shall continue to be liable to pay maintenance charges as applicable.
- 7.4 If within a period of 5 years from the date of handing over the Said Premises to the Purchaser/s, the Purchaser/s brings to the notice of the Promoter any structural defect in the Said Premises or the building in which the Said Premises is situated or any defects on account of workmanship, quality or provision of service, accompanied by Certificate from Structural Auditor, then, wherever possible, such defects shall be rectified by the Promoter at its own cost.
8. The Purchaser/s shall use the Said Premises or any part thereof or permit the same to be used only for purpose for which is sold for. He/she/they shall use the Parking space only for purpose of keeping or parking vehicle.
9. The Promoter undertake to form the proposed Co-Operative Housing Society/Association/Apartment of all Purchaser/s on selling of 51 % tenements/units out of the total tenements/units in the proposed building. The Purchaser/s along with other Purchasers in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven (7) days of the same being forwarded by the Promoter to the Purchaser/s, so as to enable the Promoter to register the

common organization of Purchaser/s. No objection shall be taken by the Purchaser/s, if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

- 9.1 The Promoter shall, within three (3) months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the Society or Limited Company all the right, title and the interest of the owners in the Said Property on which the Said Premises is situated.
- 9.2 Within 15 days after notice in writing is given by the Promoter to the Purchaser/s that the Said Premises 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 Said Premises) of outgoings in respect of the Said Property and building's 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 Common Amenities, Said Property and said buildings. Until the Society or Limited Company is to be formed, the Purchaser/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Purchaser/s further agree/s that till the Purchaser/s's share is so determined the Purchaser/s shall pay to the Promoter provisional monthly contribution for **18 months** starting from the date of Occupation Certificate amounting to as per market value/rate (excluding individual Property Tax and Water Tax) towards the outgoings. The amounts so paid by the Purchaser/s to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the Said Property, as explained in Clause No.9.1, is executed in favour of the Society or a Limited Company as aforesaid. After the abovesaid 18 months of Maintenance Pre-paid Period, Promoter shall hand over all the maintenance in respect of the Common Amenities, Said Property and said buildings to existing the Society or a Limited Company on "as is where is" basis. On such conveyance being executed of the Said Property, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by

the Promoter to the Society or the Limited Company, as the case may be.

- 9.3 The Promoter undertake to sign and execute the proposed Deed of Conveyance of the Said Property in favour of the Co-Operative Hsg. Society/Association to be formed as much as within a span of 3 months from the date of obtaining the occupation certificate from the concern corporation of the proposed building /s to be constructed on the said property.
10. The Purchaser/s shall on or before delivery of possession of the Said Premises keep deposited with the Promoter, the following amounts:-
- (i) Rs. -xxx- /- (Rupees \_\_\_\_\_ only) for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
  - (ii) Rs. -xxx- /- (Rupees \_\_\_\_\_ only) for formation and registration of the Society or Limited Company/Federation/ Apex body.
  - (iii) After issuance of Occupation Certificate the Purchaser/s has/have to pay Property Tax and Water Tax in respect of the Said Premises directly to Kalyan Dombivli Municipal Corporation or pay proportionate share as per area of Said Premises to the Society or Limited Company/Federation/ Apex body, Property Tax is to be assessed in the name of the Society or Limited Company/Federation/ Apex body.
  - (iv) Rs. -xxx- /- (Rupees \_\_\_\_\_ only) for Deposit towards Water, Electric, and other utility and services connection charges.
  - (v) Rs. -xxx- /- (Rupees \_\_\_\_\_ only) for deposits of electrical receiving and Sub Station provided in Layout.
11. The Purchaser/s shall pay to the Promoter a sum of Rs. -xxx- /- (Rupees \_\_\_\_\_ only) for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at Law/Advocates of the Promoter in connection with formation of the Society and the cost of preparing deeds and documents.
12. At the time of registration of conveyance of the Said Property, subject to as explained in Clause No.9.1, the Purchaser/s shall pay to the said Society or Limited Company, Purchaser/s' share

of stamp duty and registration charges payable on such conveyance or any document or instrument of transfer in respect of the Said Property.

### **13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :**

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

- i. The Promoter has clear and marketable title with respect to the Said Property and has the requisite rights to carry out development upon the Said Property and also has actual, physical and legal possession of the Said Property for the implementation of the Said Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Said Project and shall obtain requisite approvals from time to time to complete the development of the Said Project;
- iii. There are no encumbrances upon the Said Property or the Said Project;
- iv. There are no litigations pending before any Court of law with respect to the Said Property or Said Project;
- v. All approvals, licenses and permits issued by the competent authorities, with respect to the Said Project, Said Property and said building, are valid and subsisting and have been obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Said Project, Said Property, said building and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;
- vii. The Promoter 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 Said Property, including the Said Project and the Said Premises which will, in any manner, affect the rights of Purchaser/s under this Agreement;

- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Said Premises to the Purchaser/s in the manner contemplated in this Agreement;
  - ix. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Said Project to the competent Authorities;
  - x. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Said Property) has been received or served upon the Promoter in respect of the Said Property and/or the Said Project.
14. The Purchaser/s or himself/herself/themselves with intention to bring all persons into whosoever hands the Said Premises may come, hereby covenant/s with the Promoter as follows :-
- i. To maintain the Said Premises at the Purchaser/s's own cost in good and tenantable repair and condition from the date that of possession of the Said Premises is taken and shall not do or suffer to be done anything in or to the building in which the Said Premises is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said building in which the Said Premises is situated and the Said Premises itself or any part thereof without the consent of the local authorities, if required.
  - 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 the Said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Said Premises is situated, including entrances 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 out at his/her/their own cost all internal repairs to the Said Premises and maintain the Said Premises in the same condition, state and order in which it was delivered by the Promoter to the Purchaser/s and shall not do or suffer to be done anything in or to the building in which the Said Premises is situated or the Said Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. 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 alteration in the elevation and outside color scheme of the building in which the Said Premises is situated and shall keep the portion, sewers, drains and pipes in the Said Premises and the 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 cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Said Premises without the prior written permission of the Promoter and/or the Society or the Firm.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Said Property and the building in which the Said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said Premises in the compound or any portion of the Said Property and the building in which the Said Premises is situated.

- vii. Pay to the Promoter within fifteen (15) days of demand by the Promoter, his/her/their share of security deposit demanded by the concerned local authority or Government or giving water, 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 for any purposes other than for purpose for which it is sold.
- ix. The Purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Said Premises until all the dues payable by the Purchaser/s to the Promoter under this Agreement are fully paid up.
- x. The Purchaser/s shall observe and perform all the rules and regulations which the Society or the Firm/ Limited Company may adopt at its inception and the additions, alterations or amendments 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 observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupancy and use of the Said Premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi. Till a conveyance of the Said Property in which Said Premises is situated is executed in favour of Society/Limited Society, the Purchaser/s shall permit the Promoter and its surveyors and agents, with or without workmen and others, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.
- xii. Before installation of Grill the Purchaser/s shall have to take prior written permission from the Promoter however, no such

permission will be granted which will be in violation of Development Control Rule in respect of the said project.

- xiii) The Purchaser/s shall not affixed any external Dish Antenna apart from the Dish Antenna to be installed by the Promoter attached to the said Premises or Said Building.
  - xiv) Entire Waste material, Disposal, Garbage and etc. from the said premises shall be properly taken away from the said Building.
  - xv) No such internal work in the said premises shall be carried out which will directly or indirectly harmful or cause damages to the premises of other tenement/s in the said building/s or to the electric line, cable, wall or slab, plumbing piping, fire fitting, drainage, gap and etc. and on occurrence of the same the Promoter/s has the right to restrain the Purchaser from carrying such un permissible activity.
  - xvi) All Air Conditioner Outdoor Units shall only have to be kept on the Service Slab or Duct as the same is likely to hit the elevation of the said Building/s.
15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which it has been received.
16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Said Property and said building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Said Premises hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the Said Property alongwith said building is transferred to the Society/Limited Company or other body.

**17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the Said Premises 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/s who has taken or agreed to take such Said Premises.

**18. BINDING EFFECT:**

Forwarding this Agreement to the Purchaser/s by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser/s until, firstly, the Purchaser/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchaser/s(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s 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/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount subject to deduction of 10 % of overall amount to be received by Promoter in addition of retaining the GST, Stamp Duty, Registration, Legal and any other government charges and amount applicable therein and after such deduction the balance earnest amount shall be returned to the Purchaser/s without any interest or compensation whatsoever.

**19. ENTIRE AGREEMENT:**

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all

understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Said Premises, as the case may be.

**20. RIGHT TO AMEND:**

This Agreement may only be amended through written consent of the Parties.

**21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/S/SUBSEQUENT PURCHASER/S:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Said Project shall equally be applicable to and enforceable against any subsequent Purchaser/s of the Said Premises, in case of a transfer, as the said obligations go along with the Said Premises for all intents and purposes.

**22. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder 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 thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Purchaser/s has/have to make any payment, in common with other Purchasers in the Said Project, the same shall be in proportion to the carpet area of the Said Premises to the total carpet area of all the Said Premises in the Said Project.

**24. FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions 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 any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**25. PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Purchaser/s, in after the Agreement is duly executed by the Purchaser/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar within whose jurisdiction the execution of the said Agreement is permissible. Hence this Agreement shall be deemed to have been executed at Kalyan.

26. The Purchaser/s and/or Promoter shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

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

**Promoter :**

**M/s. EKVEERA ENTERPRISES,**

A Partnership Firm,

Through Its Partner Mr. Anil Ganesh Bhagat

having its Office at: “Chandrangan Residency Phase – II B

Wing, Ground Floor, Shop No. 1, 2 & 3, Near G P Parsik

Bank, Diva-Shil Road, Diva (East),

Taluka and District Thane – 400 612,

**Notified Email.Id.** ekveeraenterprises2500@gmail.com

**Purchaser/s**

**1) MR. DINESH MANOHAR KADAM**

Address : A/3, Someshwar Co. Op. Hsg. Society, Anthony Church, Tembipada Road, Bhandup West – 400078.

**Notified Email ID:** dineshkadam411@gmail.com.

It shall be the duty of the Purchaser/s 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 the above address shall be deemed to have been received by the Promoter or the Purchaser/s, as the case may be.

**28. JOINT PURCHASERS:**

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

**29. STAMP DUTY AND REGISTRATION:**

The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser/s however, in case if the said agreement is cancelled under any circumstances then it will be the sole and exclusive duty and liability of the Purchaser/s at his own cost and expenses to bear such loss and/or shall personally to approach and apply for refund before the District Collector of Stamp, Thane and/or shall further

personally approach and apply for reimbursement of GST and/or taxable amount before the concern authority..

**30. DISPUTE RESOLUTION:**

Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder and/or within the Jurisdiction Of Thane Court.

**31. GOVERNING LAW:**

That 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 the Kalyan courts will have the jurisdiction for this Agreement.

**FIRST SCHEDULE ABOVE REFERRED TO :**

**(SAID PROPERTY)**

An immovable land property being Survey No. 74 Hissa No. 1 having total admeasuring area of 0H-52R-00P equivalent to 5200 sq. mtrs., lying and situated at Revenue Village Golavali, Taluka Kalyan, District Thane as per Revenue Records and within the local limit of Kalyan Dombivli Municipal Corporation and Registration District Thane and Sub-Registration Office at Kalyan.

**SECOND SCHEDULE ABOVE REFERRED TO :**

**(SAID PREMISES)**

ALL THAT premises being the Residential Flat bearing No. **904** on **9<sup>th</sup> Floor** admeasuring **35.32 sq. mtrs.** carpet area alongwith flower-bed balcony area of **2.46 sq. mtrs.** carpet area, totally admeasuring **37.78 sq. mtrs.** carpet area, of the Building No. Type **B** in the complex to be known as **S B TOWER**” being constructed on the Said Property more particularly described in the First Schedule written hereinabove.

**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 }  
withinnamed the “**PROMOTER/S**” }  
**M/s. EKVEERA ENTERPRISES** }  
A partnership firm }  
Through its PARTNER }  
**MR. ANIL GANESH BHAGAT** }

SIGNED AND DELIVERED by the }  
withinnamed the “**PURCHASER/S**” }  
**1 ) MR. DINESH MANOHAR KADAM**

In the presence of ... .. }

1)

2)

## **SCHEDULE 'A'**

### **DETAILS OF THE UNIT / FLAT / OFFICE :**

- a) Apartment / Flat : 904**
- b) Building No. /Name: B WING S B TOWER**
- c) Floor : 9<sup>th</sup>**
- d) Name of Project : S B TOWER**
- e) Admeasuring Carpet Area : 35.32 sq. meter**
- f) Enclosed Balcony : 2.46 sq. meter**
- g) Adjacent Terrance Carpet Area : ----**

### **ANNEXURE - A**

Title Report

### **ANNEXURE - B**

Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor/Lessor/Original Owner/Promoter to the project land

### **ANNEXURE C-1**

Authenticated copies of the plans of the Layout as approved by the concerned Local Authority

### **ANNEXURE C-2**

Authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project.

### **ANNEXURE D**

Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority

### **ANNEXURE E**

Specification and Ammenities

### **ANNEXURE F**

Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority

## **R E C E I P T**

RECEIVED of and from the withinnamed the PURCHASER/S a sum of **51,000/- (Rupees Fifty One Thousand only)** being the amount of part consideration to be paid by him/them to us as per these presents by Cheque.

**WE SAY RECEIVED Rs 51,000/-**  
(Subject to realization of instrument)  
**FOR M/s. EKVEERA ENTERPRISES**

(Authorised Signatory)  
**(PROMOTER)**

## **LIST OF AMENITIES**

### **LIVING ROOM:**

- A) French Window & Anodized Aluminium Slidings with Granite frame of marble.
- B) 2 X 2 vitrified tiles in all room all finished with putty & acrylic paints in all flats.
- C) T.V. points, Telephone point & Cable, Net Point in living room & bedroom.
- D) Electrical branded accessories in all rooms.
- E) Designed wooden main door with sunmica finish.
- F) Intercom facility.

### **KITCHEN:**

- A) French window & Anodized Aluminium Slidings.
- B) Kitchen platform with granite & sink with ISI mark.
- C) 15 X 12 full height glazed tiles.
- D) Fridge point, Mixer point.

### **W/C-BATH:**

- A) Granite frame door.
- B) Full tiles (18 X 12).
- C) Concealed plumbing with good quality.
- D) Gezer point, Washing machine point.

### **BED ROOM:**

- A) French Window.
- B) A/c. Point.
- C) Wooden door with sunmica.