# AGREEMENT FOR SALE

# NAVGHAR PURVARANG CO-OP.HSG.SOC.LTD., "PROMOTER"

&

# MR. ROHIT SHIVAJI GURAV MR. SANKET SHIVAJI GURAV "BUYERS"

Flat No. B-101, 1st Floor, B Wing,
Navghar Purvarang CHS Ltd.,
Veer Savarkar Marg, Near Tata Colony,
Mulund (East), Mumbai- 400 081

Document No.KRL-2/21159/2024

Dated: 09/10/2024

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

Sudhakar Shinde: 93235 73721/8097409181

## Sudhakar Associates

- \* Online Registration
- \* All Types of Documentations
- \* Intimation of Mortgage
- \* Deemed Conveyance

- \*Stamp Duty & Registration
- \* Adjudication Consultant
- \* Real Estate Consultant
- が Stamp Duty Refund

24, 1st Floor, Haria Niwas, Sant Tukarami Road, Mulund (East), Mumbai 400 081

70 11:00

पावती

विक्रमा यद्भिन

पावनी क्र. 22676

Wednesday October 09, 2024 11 44 AM

Original/Duplicate

दिनाक 09/10/2024

नोंदणी क्रं 39म

Regn 39M

गावाचे नाव मुल्ंह

दस्तऐवजाचा अनुक्रमांकः करल2-21159-2024

दस्तऐवजाचा प्रकार . करारनामा

सादर करणाऱ्याचे नाव: रोहित शिवाजी गुरव .

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बाजार मुल्य: रु.13863653.4 /-मोबदला रु.24828914.64/-

भरलेले मुद्रांक शुल्क : रु. 1490000/-

सह द.निबंधक कुर्ला 2

- देयकाचा प्रकार: DHC रक्कम: रु.320/-डीडी/धनादेश/पे ऑर्डर क्रमांक: 1024084720598 दिनांक: 09/10/2024 बँकेचे नाव व पत्ता:
- 2) देयकाचा प्रकार: DHC रक्कम: रु.2000/-डीडी/धनादेश/पे ऑर्डर क्रमांक: 1024089220551 दिनांक: 09/10/2024 बंकेचे नाव व पत्ता:
- 3) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-डीडी/धनादेश/पे ऑर्डर क्रमांक: MH009479857202425E दिनांक: 09/10/2024 बँवे.चे नाव व पत्ताः

REGISTERED ORIGINAL DOCUMENT DELIVERED ON. 13. O. OGT. 2024

#### CHALLAN MTR Form Number-6



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Location MUMBAI			Ltd	to charging mig	
Year 2024-2075 One Time		Fint/Block No	FLAT NO B-101, 1ST FL	OOR 3 WIN	
Account Head Details	Amount In R	s. Premises/Buildin	g NAVGHAR PURVARANG CHS L	_סד.	
003004550* Sale of NonJudicial Stamp	1490000	00 Road/Street	VEER SAVARKAR MARG, NEAR	R TATA COLON	
	-	Area/Locality	MULUND EAST, MUMBAI		
	ii.	Town/City/District			
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# CHALLAN MTR Form Number-6



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Office Name   KRL2 JT SUB REGISTR	RAR KURLA NO 2	Full Na	line	Rohit Shivaji Gurav an	id Sanket Sourah Souray
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ear 2024-2075 One Time	-	Flat/Bl	ock No.	FLAT NO B-101,	1ST FLOOR. B WING
Account Head Details	Amoun	t In Rs. Premis	es/Building	NAVGHAR PURVARA	
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NOTE - This challan is valid for document to be registered in **Sub Registrar** office only. Not valid for unregistered document
राहर वानुन कर्कार रहात विवाक कार्याचयात जोदणी करावयाच्या दस्तासाठी ताजु आहे जोदणी व करावयाच्या दस्तासाठी सह र

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करारनामा

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(3) बाजारभाव(भाडेपटटयाच्या िंग का पटटेदार आकारणी देतो की पटटेदार

हे नम्द करावे)

(4) प्-मापन,पोटहिस्सा व घरकमांक (असल्यास)

1) पालिकेचे नाव:Mumbai Ma.na.pa. इतर वर्णन :सदनिका न फ्लॅट न वी-101, माळा नं पहित्य मजल्य वी-र्विंग,, इमारतीचे नाव: नवघर पुर्वरंग को-ऑप हाँ सोसा. लिमिटेड, ब्लॉक न विर मावरकर मार्ग टाटा खंतनी जवळ, रोड . मुलुंड पूर्व, मुंबई 400081, इतर माहिती: एकूण क्षेत्र 916 12 ची फूट रेश कार्पेट व वाल्कनी 100.97 चौ.फुट एकूण क्षेत्र 1017.09 चौ.फुट रेग कार्पेट (( C T.S Number 1287 (parl) ;)

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(5) क्षेत्रफळ

(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पश्चकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्यास,प्रतिवादिचे नाव व पत्ता.

1): नाव:-नवघर पूर्वरंग सीएचएस लिमीटेड तर्फे सोसायटीचे सदस्य अनिल मधुकर हडकर वय -64, पना ज्यांत्र नं: फ्लॅंट नं 53/12, माळा नं: ., इमारतीचे नाव<sup>.</sup> पुर्वरंग सीएचएस लिमिटेड , ब्लॉक व. नववर रोड *टाटा कॉर्जर* रोड नं: मुलंड पूर्व, मुंबई, महाराष्ट्र, MUMBAI. पिन कोड:-400081 पॅन न:-AAAAN4967C

2): नाव:-नवचर पूर्वरंग सीएचएस लिमीटेड तर्फे सोसायटीचे सदस्य संजयकुमार रामचंद्र घाडीगावकर वय -63. पत्ता:-प्लॉट नं: फ्लॅट नं 53/31, माळा नं: ., इमारतीचे नाव: पुर्वरंग सीएचएस लिमिटेड, ब्लॉक न नवधर गेड. टाटा कॉलनी, रोड नं: मुलुंड पूर्व, मुंबई, महाराष्ट्र, MUMBAI. पिन कोड:-400081 पॅन न:-AAAAN4967C

(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी त्यायालयाचा हुकुमनामा र्किवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता

1): नाव:-रोहित शिवाजी गुरव . वय:-38; पत्ता:-प्लॉट नं. फ्लॅट न.16, माळा नं 3 रा मजला , इमारनीचे नाव कोस्टा ब्लांका , ब्लॉक नं: मुरबाड रोड , रोड नः कल्याण पश्चिम , महाराष्ट्र, THANE पिन कोड -421301 पन

2): नाव:-संकेत शिवाजी गुरव . वय:-33; पत्ता:-प्लॉट नं: फ्लॅट न.16, माळा न 3 रा मजना, इमारनीचे नाव कोस्टा ब्लॉका, ब्लॉक नं: मुरबाड रोड , रोड नं: कल्याण पश्चिम , महाराष्ट्र, THANE पिन कोड -42130 र्जन

नं:-BNYPG3451R

09/10/2024

09/10/2024

(9) दस्तऐवज करुन दिल्याचा दिनांक

(10)दस्त नोंदणी केल्याचा दिनांक

(11)अनुक्रमाक,खंड व पृष्ठ

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

(13)वाजारमावाप्रमाणे नोंदणी शुल्क

21159/2024 1490000

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(14)शेरा

मुद्राक शुल्क आकारताना निवडलेला अनुच्छेद :- (ा) within the limits of any Municipal Corporation or any Cantonment बाठेद -सुलम व्यवहारासाठी नागरिकाचे सक्षमीकरण दस्तऐवज नोंदणीनतर मिळकत पत्रिका/ कर नोदबही अद्ययावत करणे गरजेचे आहे

दस्तएवण वादणागार विकास प्रतिकृति । विवास वाह स्वाद्या प्रतिकृति आसेला आहे या व्यवहाराचे विवरण पत्र ई-मेल द्वारे बृहन्मुंबई महानगर्मातिकेस पाठविणेत आसेला आहे व्यवहाराम विषर्भ पत्र वन्याम छार २० अप र १० वन्याम पाणिसी आवश्यकता नाही आता है दस्तऐवज दाखल करण्यासाठी कार्यालयात स्वतः जाणेची आवश्यकता नाही

Integrated Governance enabling 100 to business Easily

It is necessary to update Relevant records of Property/ Property tax after registration of document and the necessary to update Relevant fectors (added 09/10/2024) to Municipal Companies (added 09/10/2024) to Municipal Companie Integrated Governance enabling You to Do Business Easily It is necessary to update Relevant recolus of Property Property tax after registration of document

The second of this transaction have been forwarded by Email (dated 09/10/2024) to Municipal Corporation of Greater Mumbai Details of this transaction have been forwarded by Email (and energy to submit this documents in person the second pour valuable time and energy to submit this documents in person the second pour valuable time and energy to submit this documents in person.

मंजर्व लपनगर जिल्हा

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- 8 "THE STATUTORY CHARGES" Shall mean all kinds of taxes and statutory charges viz. Goods and Service tax (GST), various kinds of cess, registration charges or such other taxes/charges as may be applicable in respect of the said FLAT and to these presents during the tenure of the project te construction of said Building and up to handing over of the said Building to the respective Society that may be formed in future.
- o "PAYMENT PLAN" is payment made/to be made by the buyer which is linked to progress of construction, which PROMOTER proposes as per RERA and buyer agrees. Annexure A
- "Society maintenance charges" Shall mean the proportionate share (i.e.in proportion to the carpet area of the FLAT) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insufficient common lights, repairs and salaries of clerks bill collectors, chowkidors wheepers inch its other expenses necessary and incidental to the management and maintenance of the project land and building, and GST or any other tax as applicable will be collected to far any other tax as applicable will be

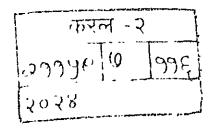
Whereas

- A Trick Intra-forst and Area Development Board (M.H.A.D.A.) is the owner of or otherwise well and sell briently entitled to inter alia the plot of land bearing City Survey No 1287 (Part) admeasuring 1501.81 Sq. Mtrs. at Village Mulund, Mulund (East) District and Sub-District of Mumbai City and Mumbai Suburban District within the limits of the Municipal Corporation of Greater Mumbai and more Particularly described in the First Schedule hereunder written and delineated on the plan thereof hereto annexed and marked as ANNEXURE "B" and thereon shown surrounded by red colour boundary line and hereinafter referred to as the "SAID PROPERTY".
- B. In the year 2000 Maharashtra Housing and Area Development Authority (hereinafter called "MHADA") constructed housing being 56 Tenements on the said Property. All residents of the 56 tenements in total formed and registered a Co-operative Societies being Navghar Purvarang Co-operative Housing Society Limited registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 under No. MUM/MHADB/W-T/HSG/(TC)/11356/2001-2002 (hereinafter referred to as the "SAID SOCIETIY"
- C By Indenture of Lease dated 23/05/2013 duly registered at Sub registrar Kurla, between MHADA and the Navghar Purvarang Co Operative Housing Society Ltd, MHADA granted the lease of the said Property for the period of 30 years, commenced from 01/07/2000 on the terms and conditions mentioned therein in favor of the "said Society".
- D. By Deed of sale dated 23/05/2013 duly registered at sub registrar Kurla; made between MHADA and Navghar Purvarang Co-Operative Housing Society Limited, MHADA sold and conveyed the respective Buildings standing on the said property on the terms and conditions mentioned therein in favor of said Society.
- ${\bf E}$  In the circumstances mentioned above Society is well and sufficiently entitled to and in absolute possession of the said property.
- F. The copies of Property card in respect of the said property are annexed hereto and marked as ANNEXURE "C"; The Titbit area of 116.56 Sq Meter, offered by MHADA vide letter No CO/MB/REE/NOC/F-1013/1641/2018 Dt 5 Oct 2018 will be leased after completion of Conveyance before the Occupation Certificate.

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- to The buildings on the said property were constructed in or about the year 1998-2000 Due to visious reasons which were discussed among the Society members and accordingly it was duly resolved to adopt Self-redevelopment by the Society / PROMOTER for reconstruction on the SAID PROPERTY in the Special General Body meeting held on 11 June 2017
- H. Vide Offer letter (sharing) CO/MB/REE/NOC/F-1013/1041/2018 dated 05/10/2018 and rivised letter (Premium) CO/MB/REE/NOC/F-1013/054/2021 dated 11/May/2021 as annexed in ANNEXURE 10" was issued by MAIIDA to the Society, allotting and confirming additional Built up area and 50% discount in the premium subject to payment as per deadline, as per the terms and conditions laid down by MHADA and also complied or cause to comply such other terms and conditions as laid down by the MIIADA.
- Thereafter by letter dated 12/04/2019 bearing no. CO/MB/REE/NOC/F-1013/571/2019 MHADA granted NOC for self- redevelopment of the said society on the said property as annexed in ANNEXURE "E" subject to terms and conditions mentioned therein.
- The Promoter proposes to construct on the said Property building consisting of Stilt + 2 level Podium Parking & mechanical Parking + Podium Garden + 20 Upper habitable Floors to be known as "Navghar Purvarang CHS LTD. (hereinafter referred to as the "said Bailding" as per IOΛ bearing No. EE/BP Cell/GM/MHADA-12/375/2019, dated 26/09/2019 and Commencement Certificate being No MH/EL/(βP)/GM/MHADA-12/0375/2020/CC/1/NEW dated 28/07/2020

  The Rera Registration number is P51800026043 ANNEXURE "F"
- While sanctioning the said plans for the said building, the concerned local authorities government have laid down/ may lay down certain terms, condition shall the restrictions which are to be observed and performed by the Promoter while concerned he said building and upon due observance and performance of which only, the Occupation and the Completion Certificate in respect of the said building shall be granted by the concerned local authority,
- 1. The Promoter has appointed, (a) Project Management Consultant, (PMC) the (b) Architects, and also appointed (c) Structural Consultant, License holder for preparing structural designs and drawings and specifications of the said building/s, and the BUYER/s accepts/accept of professional supervision of the said PMC, Architect and the said Structural Engineer or any such competent person or entity who may be substituted or replaced in their place by the PROMOTER, till the completion of the said building:
- The BBYER/s hereby agrees that PROMOTER is fully authorized to utilize and consume the potential of the said property (e. F.S.) as may be permissible according to building rules and regulations flowever, it is hereby specifically agreed that the Promoter shall have to obtain prior consent in writing from the BUYER/s in respect of such variations or modifications who may materially and adversely affect the FLAT agreed to be purchased by the BUYER because that no further consent of the BUYER/s is/are required for any modifications, after mons, variations, or amendments of the plans including for additions in the said Building to be constructed on the said property or any alteration or addition required by any forcement authorities or due to change in law.

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On demand from the BHYLR/s, the PROMOTER has given for inspection and made full and complete disclosures to the BHYER/s of all the documents of title relating to the said property the plans designs and specifications, sanctions, permissions, approvals obtained to small immoge concerned authorities and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (heremafter referred to as "RERA Act ) and the Rules and Regulations made there under,

The BDTR/s has/have duly verified the title of the said property and the rights of the Promoters to develop and construct the said buildings and after having satisfied the self and itself about the same have agreed to purchase the said FLAT from the proof the self and itself about the same have agreed to purchase the said FLAT from the proof the self and itself about the same have agreed to purchase the said FLAT from the proof the self and itself about the same have agreed to purchase the said FLAT from the self and itself about the same have agreed to purchase the said FLAT from the self and itself about the same have agreed to purchase the said FLAT from the self and itself about the same have agreed to purchase the said FLAT from the self and itself about the same have agreed to purchase the said FLAT from the self and itself about the same have agreed to purchase the said FLAT from the self and itself about the same have agreed to purchase the said FLAT from the self and itself about the same have agreed to purchase the said FLAT from the self and itself about the same have agreed to purchase the said FLAT from the self and itself about the same have agreed to purchase the said FLAT from the self and itself about the self about the sel

by Editales has prior to the execution of this Agreement, satisfied the Society / MHADA to the said property as its closely herein above and in the First Schedule hereunder written, and has/have agreed that the said y further requisitions or any objections in relation thereto hereafter

R/s has/have hereby agree/s to purchase and the PROMOTER hereby have agreed to the BUYER/s "SAID FLAT" is as defined below :-

Description SQM Flat No Carpet Area as per RERA	B-101 85.11	916.12
Private Balcony Total Area	9.38 94.49	100.97 1017.09

Floor No "1" in Wing B of the said Building.

The floor plan is annexed and marked as ANNEXURE "G" and as more particularly described in the SECOND SCHEDULE hereunder written (hereinafter for the sake of brevity referred to as the "SAID FLAT")

- R. The BDYER/s hereby confirms to have entered into this Agreement with full knowledge of all terms and conditions in the documents, papers, plans, orders, schemes, amenities etc recited and referred to above and those contained hereinabove and those contained herein
- 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, the Promoter have agreed to sell to the BUYER/s and the BUYER/s agrees/agree to purchase the said FLAT at the price/consideration of Rs 2,48,28,914.64/- (Rupees Two Crores Forty Eight Lakhs Twenty Eight Thousand Nine Hundred Fourteen and and conditions hereinalter appearing: "THE STATUTORY CHARGES" separate as applicable

Prior to the execution of this Agreement, the BUYER/s has/have paid to the Promoters a sum as dearnhed below being a Part payment of sale consideration of the said FLAT, as Advance payment/Booking Amount (the payment and receipt whereof the Promoter do hereby admit

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nd a knowledge) towards the part Consideration and GeBUYER7s has/have agreed to pay to the Promoters the balance of the said sale consideration in the manner hereinafter appearing in the operative clauses.

t hq No/NEFT	Date	' Bank	<sup>†</sup> Amount	Remarks
58289	27 Jun 2024	SBI	200,000.00	Booking Amt
38292	<sup>‡</sup> 21 Aug 2024	, SBI	1,000,000 00	Ist Installment
58293	<sub>1</sub> 21 Aug 2024	SBI	1,000,000 00	
58294	21 Aug 2024	SBI	1,000,000.00	
58295	<sup>1</sup> 21 Aug 2024	SBI	1,000,000.00	•
58296	21 Aug 2024	SBI	1,000,000.00	— رحم <del>ایت در بیر</del>
58300	24 Sep 2024	SBI	1,000,000.00	10 2 10 STE STE STE
58297	24 Sep 2024	SBI	1,000,000 00	The same of the sa
58299	24 Sep 2024	SBI	1,000,000.00	
		· <del>-</del>		
Total			8,200,000.00	12 1000
				To Secremon Services

- Under section 13 of the RERA Act the Promoter is required to execute a written Agreement for sale of said FLAT with the BUYER/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- ii. 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 BUYER hereby agrees to purchase the FLAT) on the terms and conditions appearing hereafter

NOW FHEREFORF, THIS AGRELMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

- The recitals contained above and the ANNEXUREs and schedules herein shall form an
  integral part of the operative clauses of these presents.
- 2 The Promoter shall construct or cause to be constructed the "said building" in accordance with the plan sanctioned and which may be sanctioned from time to time and same have been inspected and approved by the BUYER/s.
- The BUYER/s hereby agrees/agree to purchase from the Promoter and the Promoter hereby agrees to sell to the BUYER/s the "SAID FLAT" as defined in clause Q above, in the "SAID BUILDING" as defined in CLAUSE J Above, at or for the lump sum price of Rs 2,48,28,914 64/- Rupees Two Crores Forty Eight Lakhs Twenty Eight Thousand Nine Hundred Fourteen and Paise Sixty Three Only (Govt Levies, and other taxes extra as applicable at the time of agreement registration) and the proportionate price of the common areas and facilities appurtenant to the premises, the nature, except parking, extent and description of the common areas and facilities, which are more particularly set out in ANNEXURE "I" hereto. Parking, if any, may be allotted by the Promoter as per its discretion by separate Allotment Letter as per availability of parking spaces and is not included under this agreement.

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rement schedule covering the amount already paid and to be paid as agreed explicitly between the Parties as as Annesine "A Thereto

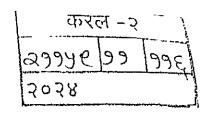
be first instalment at inv mentioned in Payment Plan shall be paid by the MEMBER/s within 15 of the modes from the date of intimation by the Promoter to the MEMBER/s that the said FEAT is  $\epsilon$  (dy for Possession (possession for the purpose of fit- out for furniture,

'se tupe for payment of each instalment being essence of this contract)

11. The BDVLR/s shall deduct TDS, (100% of the consideration value) as applicable under Income Tax Act 1961 from the total consideration amount of this Agreement (i.e. TDS of Rs 248,289.15/ ) The BUYER/s shall deposit the same in the appropriate Bank and produce FDS certificate to the Promoter within period of 15 days from such payment. The said TDS नमञ्जूषा shall form part of the consideration amount of the said Flat.

secure and "statutory charges", cess or taxes and "statutory charges", cess or the RHYER's shall be solely and absolutely liable to the the analysis of said Statutory charges and taxes incidental thereof without holding the moters in any manner responsible during the tenure of the project as aforesaid. It is her agree withat if by reason of any amendment to the Constitution or enactment or any other law, this transaction is held to be liable to any additional taxes the see by the BUYER/s to the Promoters forthwith on demand and the न्हर्तिers shall not be responsible for the same. The BUYER/s shall at all-time hereafter keep the Promoters indemnified and safe and harmless against all penalties or consequences arising on account of breach and violation of any of provision of law by the BUYER/s and further the BUYER/s undertake/s to follow and abide by all rules and regulations of law and make good for any loss and/or damage suffered and/or occasioned on account of any breach and/or violation or omission and commission by the BUYER/s in payment of said Statutory

- 4.3 The Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, Local Bodies/Government from time to time. The Promoters undertakes and agrees that while raising a demand on the BUYER/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters 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 BUYER/s, which shall only be applicable on subsequent payments.
- 4.4. The Promoters shall be entitled to and shall send to the BUYER/s, intimations/ Demand Notes, demanding payments of the relevant amounts under these presents or installments of the consideration from the BUYER/s as and when the same falls due as per Clause S. 3, 4. 4.1 and 4.2 above or under such other clause of these presents. Such installments shall be payable by the BUYER/s strictly within the period mentioned in such intimations/Demand Notes The BUYER/s hereby covenant/s with the Promoters that the BUYER/s shall duly and punctually pay/, cause/allow the Bank, in case of home loan to pay, without any excuse the amounts due and payable within the time and in the manner stipulated in the . intimation/Demand Notes without committing any breach and/or defaults thereof Towards



the parment of each amounts under these presents or installments paid by the BUYFR/s, the Promoters will pass separate receipt. The time for making the payment of each of the aforesaid installments and all other amounts due and payable shall be the essence of the contract. Without prejudice to other rights specified herein Promoters shall be entitled to and the BUYER/s agrees and shall be liable to pay to the Promoters, interest as specified in the Rule re. Highest Marginal cost of Fund of SBI plus 2% P.A or at the rate as may be applicable from time to time, on all the delayed payment which become due and payable by the BUYER/s to the Promoters under the terms of this Agreement from the date the said amount is payable by the BUYER/s to the Promoters.

- 15 The BUYER/s authorizes the Promoters to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoters may in its sole discretion deem fit and the BUYER/s undertakes not to object/demand/direct the Promoters to adjust his payments in any manner
- If the BUYER/s in order to augment the resources in his/her/their hands for the purpose of payment of consideration amount to the Promoters under this Agreement for Sale intends to seek loan from any financial institutions / banks, etc. against the security of the said FLAT then in such a case the BUYER/s shall be required to obtain on the letterhead of the respective financial institutions/bank's, etc. the loan /pre-sanction loan letter and only against which the Promoters will issue the NOC for mortgage of the said FLAT to the BUYER/s. Further when such financial institution/ bank, etc. makes a disbursement, it shall be mandatory that the payment should be made by issuing the Cheque/Pay Order/Demand Draft or NEFT, IN/OS of vary office the cropic form, of the Loan amount or installment/s in the name of the Promoters only that favourion "Navghar Purvarang Co operative Housing Society ltd.,

  Accounts no. 033 111700 000001

IFSC Code - MDCB0680033 Mumbai District Central Co-Operative Bank Ltd Mulund East

and in the event such financial institution/bank, etc. issues Cheque/Pay Order /Demand Draft of Loan amount or installment/s in any other name or account, then such financial institution/bank, etc. shall do so at their own risk and the Promoter shall not be liable for any cost and consequences arising therefrom. Further in the event BUYER/s default in payment due to any fault at Banks/Financial Institution's part then in that case he or she shall not be absolved of payment of purchase consideration and consequences for non-payment/default in payment shall be followed.

6. Without prejudice to the right of Promoter to charge interest in terms of sub clause 4.4 above, on the BUYER/s committing defaults i.e On receipt of demand letter/Email as mentioned above followed by 2 (Two) reminders for payment of amounts under these presents and /or installments including said Statutory charges and taxes, the Promoters shall at his own option, may terminate this Agreement, Provided that, Promoters shall give notice of fifteen days in writing to the BUYER/s, by Registered Post AD/Courier/certificate posting at the address provided by the BUYER/s and/or mail at the e-mail address provided by the BUYER/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 this Agreement. If the BUYER/s fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, this agreement Ipso facto come to an end without any further notice or act to be done on behalf of Promoters. However, upon termination of this Agreement as

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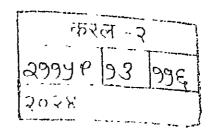
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Torosae and upon completion of cancellation formalities by the BUYER/s including but not functed to execution of such deeds and documents for giving effect to the termination, the Promoter shall refund Basic amount without GST and Stamp duty (if paid by Promotor) to the ativities within a period of "flurty" days, the amount without any interest towards consideration in respect of the said FLAT which may till then have been paid by the BUYER/s to the Promoters subject to forfeiture of 10% of total consideration agreed herein and after providing for adjustment and recovery of Govt taxes paid on behalf of buyer/s, liquidated damages or any other amount which may be payable to Promoters.

- The Promoter upon such lpso-facto termination, shall be entitled to sell, transfer and assign the said LLAT with parking separately allotted if any and all the rights, title and interest allocations in the said LLAT with parking separately allotted if any and all the rights, title and interest allocations in the right of the said proper by the Promoters and conditions as thought fit and proper by the Promoters and promoter exercise its right to terminate a due in the promoter and promoter exercise its right to terminate a due in the promoter and conditions mentioned herein then in that case BUYER/s here also also be a described promoter and conditions mentioned herein then in that case BUYER/s here also be a described promoter and conditions mentioned herein then in that case BUYER/s here also be a described promoter and conditions mentioned herein then in that case BUYER/s here also be a described promoter and the promoter shall directly pay the amount to the banks and interesting institutions etc., from the amount standing to the BUYER/s credit (paid by BUYER/s to the promoter towards the consideration amount) subject to deductions mentioned above.
- 6.2. The BUYER/s hereby authorizes the Promoter only in case of termination under clause 6 wherein the Promoter shall have all the right to execute and register such deeds and documents to effect of termination of these presents including but not limited to cancellation deed for and on behalf of the BUYER/s herein without any reference to the BUYER/s, subject to BUYER/s entitlement of the refund as mentioned in clause 6 and or 6.1 is made good. In such case BUYERS shall at their own efforts, cost and responsibility be entitled to apply for refund of stamp duty and GST, as applicable and as may be permissible by law. The Promoter shall not be held responsible in any manner if said refund is not received by the BUYER.
- The BUYER/s agrees with promoters that he/she/they shall not sell/dispose of the said FLAT till the date of Possession or the date when PROMOTOR has sold all the salable inventory, which ever (ten working days) from the receipt of such request;
- It is agreed that variation cap/tolerance level for increase or decrease in area shall be maximum three percent. If there is any reduction in the carpet area beyond the defined limit then Promoter shall refund the excess money paid by BUYER/s within forty-five days with annual interest at the rate specified in clause 4.4, from the date when such an excess amount was paid by the BUYER/s Promoters shall demand additional amount from the BUYER/s, beyond the defined limit, the forty-five days with annual interest at the rate specified in clause 4.4, from the date such increase in Clause S of this Agreement. If the Flat is within variation cap/tolerance level, no separate certification of area and/or exchange of amount shall be done.
- The Promoters hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over

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possession of the LLAT to the BUYER/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the FLAT. However, Promoter shall be entitled to bandover the Possession of the FLAT for fit out for furniture purpose subject to conditions that same shall not be occupied for residing purpose and no structural changes or material changes shall be affected by the BUYER/s

- Time is essence for the Promoters as well as the BUYER/s. The Promoters shall abide by the time schedule for completing the project and handing over the FLAT to the BUYER/s and the common areas to the association of the BUYER/s after receiving the occupancy certificate of the completion certificate or both, as the case may be. Similarly, the BUYER/s half plake timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction the Promoter's approvided in clause 4.0 herein above. (hereinafter referred to as "Payment Flag")
- 11. The Promoters hereby declares that the FSI/ Built up Area as on dath in hespect of the property is 6665.91 Sq. mtr. Only which includes incentive FSI offered by VP MHAD included his/her authority and Promoters plans to utilize the said entire F.S.I. and additional jungtifier similar FSI as per the prevailing rules. Further the BUYER/s of the FLAT/premises shall be entitled only to F.S.I. consumed in construction of the said FLAT purchased by him/her/them in the said Building/s. The F.S.I. of any nature whatsoever available at present or in future and further and/or additional construction, shall always be the property of the Promoters i.e. the said Society, who shall be at liberty to use, deal with, dispose of, sell, transfer, etc. the same, in any manner the Promoters choose and deem fit. The document vesting the title of the said property, building/s, etc. and transfer of rights and benefits of the Promoters, as hereinafter mentioned, shall be subject inter alia to the aforesaid reservation.
- 12 The profit or loss arising from this project during and/or after the redevelopment shall be the sole liability or asset of the existing original 56 members, who are shareholders of the said Society. The BUYERS shall not claim any benefits/ shareholding in this redevelopment project, even though he/she is admitted as new member of the said Society in due course of time. It is specifically clarified that BUYER's claim shall be restricted to his/her Flat only.
- 13 The fixtures, fittings and amenities to be provided by the Promoters in the said building and the FLAT as are set out in ANNEXURE "I", annexed hereto.
- 14 The Promoters shall give possession of the FLAT to the BUYER/s on or before 31 Dec, 2024 If the Promoters fails or neglects to give possession of the FLAT to the BUYER/s on account of reasons beyond his control and of his agents by the aforesaid date, then the Promoters shall be liable on demand to refund to the BUYER/s the amounts already received by him in respect of the FLAT with \*interest\* at the same rate as may mentioned in the clause 4.4. herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of FLAT on the aforesaid date, if the completion of building in which the FLAT is to be situated is delayed on account of force majoure reasons.
  - 14.1 War, civil commotion or act of God.
  - Any notice, order, rule, notification of the Government and/or other public or competent authority/court.
  - 14.3. Non-availability of steel, cement, other building materials, water, electric supply, etc

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of government authorities to sanction approvals or issue certificates

viz Occupation Certificate

14.5 Lockdown due to Pandemic disease like Corona or otherwise

soft the Promoters tails to abide by the time schedule for completing the said Building and handing wer the Said HAT to the BHYER/s due to any other reason not eligible for grant of extension as mentioned in clause 10 hereinabove, then in that case Promoters agrees to pay to the BUYER/s. who does not intend to withdraw from the project, interest as specified in as specified in the Rule te Highest Marginal cost of Funding of SBI plus 2% P A or such other rates as may be applicable from time to time, on all the amounts paid by the BUYER/s, for every month of delay till the handing over of the possession

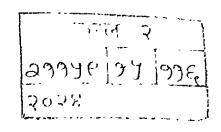
# 16 PROCEDURE FOR TAKING POSSESSION:

The Promotor, upon obtaining the occupancy certificate from the competent and the payment made by the BUYER/s as per the payment plan under this green cuts fall offer in writing the possession of the said FLAT, to the BUYER/s in terms of Agree properties to be taken within maximum 3 (three) months from the date of issue of such nce and ma Promoters shall give possession of the said FLAT to the BUYER/s The notery agrees and undertakes to indemnify the BUYER/s in case of failure of fulfillment novisions, formalities, documentation on part of the Promoters.

The BUYER/s agree(s) to pay the maintenance charges as more specifically mentioned in clause 19.0, THE STATUTORY CHARGES, Taxes as applicable will be collected separately.

- The Promoter on its behalf shall offer the possession to the BUYER/s in writing within 16.3. 7 days of receiving the occupancy certificate of the Project
- The BUYER/s shall take possession of the FLAT within 15 days of the written notice 16.4. from the Promotor to the BUYER/s intimating that the said FLATs are ready for use and occupancy.
- Failure of BUYER/s to take Possession of FLAT: Upon receiving a written intimation 165 from the Promoter as per clause 16.1,, the BUYER/s shall take possession of the FLAT 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 FLAT to the BUYER/s. In case the BUYER/s fails to take possession within the time provided in clause 16.1 such BUYER/s shall continue to be liable to pay maintenance charges as applicable and such other statutory taxes and charges as may be applicable to the said FLAT and building
- If within a period of five years from the date of obtaining the Occupation Certificate. 166. the BUYER/s brings to the notice of the Promoters any structural defect in the FLAT or the building in which the FLAT are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at his/its own cost and in case it is not possible to rectify such defects, then the BUYER/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act

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The aforesaid warranty given by the Promoter is applicable only if after occupying the FLAT the BUYER/s shall maintain the FLAT in the same condition as it was handed over to him/her by the promoter and not applicable, in case the BUYER/s makes any changes of whatsoever nature including Changing floorings, plumbing systems, electrical wiring, sanitary systems, and fittings, fixing falls ceiling or doing any work affecting and damaging the columns and/or beams of the building, or damaging the stability of the structure of the building, intentionally or due to negligence, with or without the permission of the competent authority. In such event, the Promoter SOCIETY, has right at the cost of BUYER/s to appoint accompetent structural engineering consultant and audit the extent of damage and recover the money from the buyer for cost of such repairs and impose appropriate penalty as may be accepted by the General body of the "Promoter Society".

- The Buyer is not allowed to make any changes of whatsoever nature including griffing of the walls, doors, windows and their grills, bedrooms, kitchen with come and out it terrace, enclosing balconies, extending rooms. Changing floorings, plumbing sylvins, electrical wiring, sanitary systems and fittings, fixing falls ceiling or doing and damaging the columns and/or beams of the building, or damaging the stability of the structure of the building, intentionally or due to negligence, with or without the permission of the competent authority "Society" Further, cases including where the BUYER/s
  - 16.7.1. installs air-conditioners on the external walls haphazardly which may destabilize the structure.
  - 16 7.2 BUYER/s and/or its tenants load heavy articles, Furniture or luggage in the lift,
  - 1673. damage any portion of the neighbor's FLAT, or common area by drilling or hammering etc. and
  - 16 7.4. does not follow the conditions mentioned in the maintenance manual, the BUYER/s shall not be entitled to invoke the aforesaid warranty given by the Promoter.
  - 16 7.5. The Promoter shall maintain a separate account in respect of sums received from the BUYER/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received
- 168 On payment of full consideration and other dues mentioned under this Agreement by Buyer/s; within period of Six months of obtaining occupation certificate by the PROMOTER, or the 1st AGM after physical possession, which ever is earlier, the BUYER/S shall be issued Shares Certificate and admitted as member of the Society
- 17 The BUYER/s shall use the FLAT or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking if entitle / allotted by the PROMOTER, only for purpose of keeping or parking vehicle
- 18 Within 15 days after notice in writing is given by the Promoters to the BUYER/s that the FLAT is ready for use and occupancy or ready for fit-out for furniture purpose whichever is earlier, the BUYER/s shall be liable to bear and pay to the PROMOTOR; from time or when demanded monthly / periodically "Society maintenance charges" The BUYER/s agrees to execute necessary indemnities, undertaking and such other documents as prescribed in this Agreement on or before taking possession/possession for fit out for furniture purpose.

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कार कि the nature purpose of the said FLAT pay to the Promoters, the following amounts

	Amount in INR	On account of
. 194	600	for Application, Entrance, Share certificate fee of the Society
19.2	25,000	Legal Charges
193	20,000	Society Registration related charges
194	1.25,000	Infrastructure Development Charges
195	50,000	for Deposit towards Water, Electric, and other utility and services Or at actuals
196	61025	Provisional Property Tax amount
197	73230	Advance Provisional monthly maintenance charges for 12 months
198	20,000	One-time Gym membership

ENTATIONS AND WARRANTIES OF THE PROMOTERS:

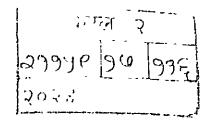
e Prometers have clear and marketable title with respect to the said property and has arequisite, lights to carry out development upon the project land and also has actual, size and legal possession of the project land for the implementation of the Project,

Saurille desproters has lawful rights and requisite approvals from the competent Authorities time to complete the development of the Project and shall obtain requisite approvals from time to

- 20.3. There are no encumbrances upon the project land or the Project except mortgage for self-redevelopment project loan to the Mumbai Bank.
- 20.4 There are no litigations pending before any Court of law with respect to the project land
- 20 5. All approvals, licenses and permits issued by the competent authorities with respect to the said Property and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the Competent authorities with respect to the Said property and said building/wing shall be obtained by following due process of law and the Promoters has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building and common areas;
- 20.6. 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 BUYER/s created herein, may prejudicially be affected;
- 720.7. 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

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the project land, including the  $P_{toject}$  and the said FLAT which will, in any manner, affect the rights of BHYER/s under this Agreement, except society's mortgage to Mumbai District Central Co-operative bank for self-redevelopment project loan as stated in point no 20.3  $\times$  30 hereunder

- 20.8 The Promoters confirms that the PROMOTER with the NOC from Mumbai District Central Co. Operative Bank Ltd. is not restricted from selling the said FLAT to the BUYER/s in the manner contemplated in this Agreement;
- 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, whatsomer payable with respect to the said project to the competent Authorities subject to terms and conditions mentioned herein;
- 20 10. No notice from the Government or any other local body or duthority or appliegislative enactment, government ordinance, order, notification (including any notice for acquisition of the said property) has been received or served upon the PROMOTERAL respect of the project land and/or the Project.
- 21 The BUYER/s or himself/themselves with intention to bring all persons into whosoever hands the FLAT may come, hereby covenants with the PROMOTER as follows:
  - 21 1. To maintain the FLAT at the BUYER's own cost in good and tenantable repair and condition from the date that of possession and/or possession for fit-out for furniture purpose of the FLAT is taken and shall not do or suffer to be done anything in or to the building in which the FLAT is situated which may be against the rules, regulations or byelaws or change/alter or make addition in or to the building in which the FLAT is situated and the FLAT itself or any part thereof without the consent of the local authorities, if required.
  - 21 2. Not to store in the FLAT 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 FLAT 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 FLAT is situated, including entrances of the building in which the FLAT is situated and incase any damage is caused to the building in which the FLAT is situated or the FLAT on account of negligence or default of the BUYER/s in this behalf, the BUYER/s shall be liable for the consequences of the breach.
  - To carry out at his own cost all internal repairs to the said FLAT and maintain the FLAT in the same conditions and state and order in which it was delivered by the PROMOTER to the BUYER/s and shall not do or suffer to be done anything in or to the building in which the FLAT is situated or the FLAT 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 BUYER/s committing any act in contravention of the above provision, the BUYER/s shall be responsible and hable for the consequences thereof to the concerned local authority and/or other public authority.

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Associate to the done and art or thing when may render to done one of the associate the project land and the building in which the FLAT concerns one of the root or whereby any increased premium shall become payon of the concerns of the co

the compound or any portion of the project land and the soulding lated.

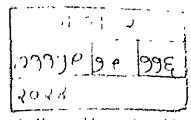
Profy tt within prescribed days of demand by the Promoters of a cross-share of security deposit demanded by the concerned of a content of giving water, electricity or any other service concerned of a chithe FLAT is situated

- 21.6 To bear and pay increase in local taxes, water charges, insurance and such other 1. +1. any, which are imposed by the concerned local authority and/or Government and in other public authority, on account of change of user of the FLAT by the BUYER is finery purposes other than for purpose for which it is sold.
- 21.9 The BUYER/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 FLAT until all the dues payable of the BUYER/s to the Promoters under this Agreement are fully paid up and NOC of the Promoter is obtained
- The BUYER/s shall observe and perform all the rules and regulations which the Society 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 FLAT's 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 BUYER/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the FLAT 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
- 2011 The BUYER/s shall permit the PROMOTER and their surveyors and agents in the state without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

22 It is hereby expressly agreed that with respect to the water supply to the said building/s the responsibility of the PROMOTER shall be restricted only to the extent of providing the water

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of the State of the norm of by the Minne grad Corporation of Greater to the second mile often there are no shortage in water supply for my model is early the Promoters shall not be responsible for the same. No Internal overhead thick is the second in the individual flats.

 $z \mapsto (a^2A) R$  is hereby agrees and confirms that Not to keep anything in the common passage  $z \mapsto (a \otimes A) R$  is the walls of any other common place and not to hang any sign boards, boardings  $(a \otimes B) R$  is etc. in the passage of on the inner of outer wall of the building/s or Wing/s.

15. VER STS are aware that the building plans are sanctioned by the Municipal Corporation to cut it. Mumbar and as such FSI, that may be consumed while constructing building/s or the Orioperty may be in proportion to the FSI consumed thereon, so also some of the common menties like gutter, sewerage electric cables, gardens, roads, open parking spaces of the commonly provided for all buildings constructed or to be constructed on the safety for that the Promoters cannot sub-divide the Said property. The Purchaser is shall account that the Promoters shall be liable and/or responsible to obtain sub-divide respectively.

- Fig. 18. State, declare, agrees, confirm that he/they have taken inspection of said line dropes and accordingly is aware of the fact that parking spaces available in layour is to be shofted and parchasers who requested to which BUYER/s shall not object nor interfere equition of the Promoters shall be at Liberty to allot as they may deem fit and proper or as per the epolicies (for proper management of parking spaces), which BUYER/s is/are aware of and have agreed and consented
- The consideration amount is agreed and accepted by both the parties after considering the current market situation and the benefits available to the Promoters in terms of any credits, set offs, concessions, rebates, incentives available to the Promoters under any direct or indirect tax laws. The buyer agrees that he will not claim any further concession/discount/rebate/incentive in the agreed price under any circumstances.
- 27 The BUYER/s hereby agrees and confirms The stilts and hoarding place anywhere including in the compound walls ,terraces ,open spaces shall always belong to the Promoters and all benefits thereof, will belong to the Promoters till Promotor hands over the property to Buyers and Society and the Promoters or society as the case may be, shall be entitled to deal with, dispose off, let out, g. c. on hire or leave and license or any other basis, as the Promoters may deem fit and the Promoters shall be entitled to appropriate the sale proceeds, income, compensation, royalty etc therefrom
- BHYLR/s hereby expressly agreed that the responsibility of the Promoters shall be restricted to the extent of providing pipeline, overhead water tank, underground water tank and the water connections to the Building/s and/or Wing/s as per the norms set by the Municipal Corporation/or the relevant authority. Thereafter, if there is any shortage in water supply for any reason whitsoever, the Promoters shall not be responsible for the same. Similarly, the Promoters shall get the necessary electric meter installed and obtain the electric connection in respect of the said (LLA). However, if there is insufficient support of the electric power by the electric power ampair, the Promoters shall not be held responsible for the same and complained of deficiency of the service.

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Page 15 of 24

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\*\* PROMOTER has adopted Self-redevelopment availing finance from nodal agency re Mombio District Central Co-operative Bank Etd. Or under the said Banks 'self-redevelopment of policy for the member co-operative housing societies' accordingly mortgage of society's policy for the member co-operative housing societies' accordingly mortgage of society's policy inclusive plot building flats is made however the Bank shall issue NOC to the society of society and such mortgage or charge shall not affect the right and interest of the BUYER/s with a staken or agreed to take such FLAT, subject to repayment of self-redevelopment project according.

the Part of the Gometers of the BUYER/s by the Promoters does not create binding obligation the Part of the Gometers of the BUYER/s until, firstly, the BUYER/s signs and delivers this the schedules along with the payments due as stipulated in the Payment Plan days from the date of receipt by the BUYER/s and secondly, appears for the same before the concerned Sub-Registrar as and when intimated by the BUYER/s fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the BUYER/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the BUYER/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the BUYER/s, application of the BUYER/s shall be treated as cancelled and all sums deposited by the BUYER/s in connection therewith including the booking amount shall be returned to the BUYER/s without any interest or compensation whatsoever

# 31 ENTIRE AGREEMENT.

This Agreement, along with its schedules. ANNEXUREs and such other declarations, deeds & documents that may be executed in writing hereafter 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 FLAT /building, as the case may be subject to clause 32.7 below.

## 31.1 RIGHT TO AMEND:

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

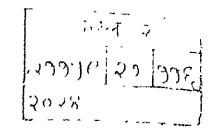
PROVISIONS OF THIS AGREEMENT APPLICABLE TO BUYER / SUBSEQUENT BUYERS. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project in case of a transfer, as the said obligations go along with the FLAT for all intents and purposes.

#### 31 3 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.

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A FEATURED OF CALCULATION OF PROPORTIONALE SHARE WHEREVER REFERRED TO BE THE AGREEMENT

Wherever in this Agreement it is stipulated that the BUYER/s has to make any payment, in common with other BUYER/s in Project, the same shall be in proportion to the carpet area of the  $\pm 1/4/4$  to the total carpet area of all the  $\pm 1.4$  Fs in the Project

#### FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments, deeds & documents 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 become or to confirm or perfect any right to be created or transferred hereunder or personal to any such transaction and same shall be subject to terms and conditions mentioned become

#### \$16 PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter's through its authorized signatory at the Promoter's fiftice or a source only place, which may be mutually agreed between the Promoters and the BOYER/Sand the Agreement is duly executed by the BUYER/s and the Promoters or sumultaneously the execution the said Agreement shall be registered at the office of the Sub-Register.

- 31.7 The BUYER/s and/or Promoters shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof
- 31 & That all notices to be served on the BUYER/s and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the BUYER/s or the Promoters by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below.

	BUYER/s	PROMOTER
Name/s	Robit Shivaji Gurav Sanket Shivaji Gurav	Navghar Purvarang CHS LTD
Correspondence Address	16, Costa Blanca, 3rd floor Poornima talkies., Kalyan West 42130	Chairman/Secretory 53-54 Navghar Purvarnaga CHS Veer Savarkar Marg Nr Tata Colony ,Mulund East Mumbar 400 081
Phone No	191 9970369852	+91 93219 06989
Lmail (D	rolut s gmav@yahoo.com	   Purvarangarde@googleg: oups.com

31.9 It shall be the duty of the BUYER/s and the Promoters to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post / e-mail failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoters or the BUYER/s, as the

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 $\sim$  0 - 101N1-RHYLRS. That in case there are Joint BHYERs all communications shall be sent by the Promoters to the BHYLR/s whose name appears first and at the address given by him her which shall for all intents and purposes to consider as properly served on all the BHYLR  $\sim$ 

. STAMP DELIS AND REGISTRATION. The charges towards stamp duty of this Agreement shall be borne by the PROMOTOR, and Registration to be borne by BUYER/s

# 31/12 DISPUTERESOLUTION

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder

# 31 13. - 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 competent courts of Mumbai jurisdiction for this Agreement.

The Draft of this Agreement is approved in the Special General Body Meeting held on and the principal office bearers/committee members/ members , in the manner as mentioned in the Resolution dated annexed herewith and marked as ANNEXURE are empowered to execute and register this Agreement .

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# DOLL CONTRIBUTO TO A SAID PROP

A 11 At piece or parcel of land bearing Survey No. 82/2 (Part), city survey No. 1287 (part) lying or a 12 At piece or parcel of land bearing Survey No. 82/2 (Part), city survey No. 1287 (part) lying or a 12 At piece are larger to the Building of Navghar Purvariang Co-Operative Housing Society (instead admicastring in aggregate 1501.81.50 Mtrs as per physical survey situated at Village Mulund (Last). Mumbar 100.081. Laluka Kurla, District Mumbar Suburbar within the limits of "I Ward" the Micropol Corporation of Greater Mumbar and bounded as follows that is to say.

On or towards the North by Recreate

rth by 🥏 Recreational Garden

On or towards the South by

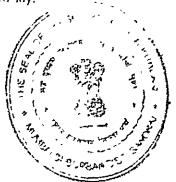
: 6 mtr Road and MSEB Substation

On or towards the East by

· 60 mtr Veer Savarkar Marg

On or towards the west by

: Recreational Garden



### THE SECOND SCHEDULE ABOVE REFERRED TO AS A SAID FLAT

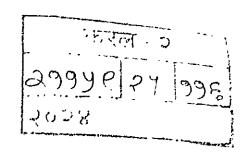
FLAT No. "B-101" in Wing: "B" admeasuring Sq. Ft. 1017.09 (Carpet Area as per RERA) on the "1" Floor of the said building known as "Navghar Purvarang CHS Ltd", constructed on the roperty mentioned in the First Schedule hereunder,

	Name	Adhaar No	PAN No	
	Rohit Shivaji Gurav	8042-8884-5926	AQCPG8288J	
BUYLR/s	Sanket Shivaji Gurav	2148-8745-5300	BNYPG3451R	
PROMOTOR	Navghar Purvarang CHS Ltd		AAAAN4967C	

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Joseph Direct

A WILLIAM III BLOU put ties heremahove named have set their respective hands and signed this v (coment for sale at (Mumbar) in the presence of attesting witness, signing as such on the  $d_{c}y$  first abeve written SIGNLD AND DULIVERUD BY THE Within named "PROMOTER" NAVGHAR PURVARANG CHS I TD Through its secretory or Authorized representative MR ANII. MADHUKAR HADKAR MR. SANJAYKUMAR GHADIGAONKAR SIGNED AND DELIVERED BY THE Witnin named Buyer /s Rohit Shivaji Gurav Sanket Shivajı Gurav TANDAN SUBLIBAN OF In Presence of 1)



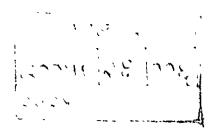
# RECEIPT As received from CA

Receipt No	Chq No/NEFT	Date	Bank	Amount	Remarks
	58289	27 Jun 2024	SBI	200,000.00	Booking Amt
	58292	21 Aug 2024	SBI	1,000,000.00	Ist Installment
•	58293	21 Aug 2024	SBI	1,000,000.00	<u> </u>
	58294	21 Aug 2024	SBI	1,000,000.00	•
	58295	21 Aug 2024	SBI	1,000,000.00	, <del>-</del>
	58296	21 Aug 2024	SBI	1,000,000.00	<b>. —</b> -
	58300	24 Sep 2024	SBI	1,000,000.00	L <u> </u>
	58297	24 Sep 2024	SBI	1,000,000.00	
	58299	24 Sep 2024	SBI	1,000,000.00	
	Total			8,200,000.00	· _ · · · · · · · · · · · · · · · · · ·

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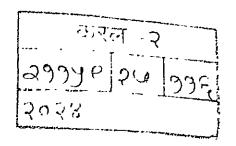
# Test of Annie nes

1	Payment Plan
12	Oliv survey of plot
•	Property Card
, <b>Y</b>	Offer Letters from MHADA
ŧ	NOC by MHADA for self-redevelopment
<del>}</del>	RI RA registration
G	Floor Plan
H	List of Amenities



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#### Annexure A

 $\sim 0.86$  he able ( axes Extra As applicable) Currently 5% on below amount

Event	Basic Amount Rs
Allotment Letter	2,482,891 46
After Agreement 30 days	4,965,782.93
Plinth Completion	3,724,337.20
Residential Slab No 2 of your building	620,722.87
Residential Slab No 4 of your building	620,722.87
Residential Slab No 6 of your building	620,722.87
Residential Slab No 8 of your building	620,722.87
Residential Slab No 10 of your building	620,722.87
Residential Slab No 12 of your building	620,722.87
Residential Slab No 14 of your building	620,722.87
Residential Slab No 16 of your building	620,722.87
Residential Slab No 18 of your building	620,722.87
Residential Slab No 20 of your building	620,722.87
Internal Masonry Work to your floor level	1,241,445.73
External Masonry Work, Plumbing to your floor level	2,482,891.46
Installation of Lift, Pumps and lobby, common areas etc	2,482,891.46
. At Possession after receipt of OC	1,241,445.73

The last instalment mentioned above shall be paid by the Buyer/s within 15 (fifteen) days from the date of intimation by the Promoter to the BUYER/s that the said FLAT is ready for Possession/possession for the purpose of fit- out for furniture,

(The time for payment of each instalment being essence of this contract)

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