

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** ("This Agreement") is made at Asde Golavli, Dombivali (East), Taluka Kalyan, Dist. Thane on this \_\_\_\_ day of \_\_\_\_\_, in the year Two Thousand and Twenty \_\_\_\_\_ ( 202\_\_ )

**BETWEEN**

**M/S. SUNRAJ CONSTRUCTION**

Through its Proprietor

Shri Vashdev Bachomal Khushalani

having Office at - 31, Royal Accord - IV,

Swami Samarth Nagar,

Lokhandwala Complex,

Andheri (W), Mumbai - 400 053.

Pan No. \_\_\_\_\_

Hereinafter referred to as "**PROMOTER**" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean & include his legal heirs, executors, attorneys, legal representatives, successors, survivors, administrators and assigns) **OF THE FIRST PART.**

A N D

**MR.** \_\_\_\_\_

**MRS.** \_\_\_\_\_

**M/S.** \_\_\_\_\_

Indian Inhabitant, Age about \_\_\_\_ years

Pan No.

Aadhar No.

having his/her/their address at

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereinafter referred to as "**the ALLOTTEE**" (which expression unless it be repugnant to the context or meaning thereof be deemed to mean and include (i) in case of an individual his/her/their heirs, executors, legal representatives, administrators and assigns; (ii) in case of a partnership firm, the partners or

partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor; (iii) in case of a company, its successors and assigns (iv) in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the coparcenary and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them (v) in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in -case of a body corporate/company its successors and permitted assigns) of the **SECOND PART**.

WHEREAS, the promoter is doing and carrying business of building construction, selling of flats/shops/commercial units, land development and other allied business in the vicinity of Dombivali (E), Taluka Kalyan, Dist. Thane since last many years. The promoter has acquired good name, fame and reputation through his performance, service and delivery. For doing business of building construction and land development, the promoter has purchased/acquired several acres of land properties at Revenue Village Golavli, Dombivali (E), Taluka Kalyan, Dist. Thane and all those land properties of the promoter popularly known as "SUNRAJ ESTATE".

AND WHEREAS, the promoter undertook construction of multistoried buildings i.e. Phase-I of his Real Estate Project at Revenue Village Golavli, Taluka Kalyan, Dist. Thane with the permission of the Kalyan Dombivali Municipal Corporation (KDMC) and Phase - I Real Estate Project duly registered with MAHARERA in the name of "SUNRAJ SUPREME" on the portion of the land more specifically set out therein. The phase - I Real Estate Project Sunraj Supreme of the promoter is now reaching at completion stage.

AND WHEREAS, now the promoter has undertaken construction of proposed Housing Complex of multistoried buildings in phase - II Real Estate Project named to as "SUNRAJ SOLITAIRE" situated at Revenue Mouje Golavli, Dombivali (E), Taluka Kalyan, Dist. Thane with the permission of the KDMC. The promoter has obtained required orders and permissions from the concerned authorities to commence development of proposed phase - II Real Estate Project "SUNRAJ SOLITAIRE". The details and particulars of the land properties which are included in Phase - II Real Estate Project "SUNRAJ SOLITAIRE" are as below:

Sr. No.	New S.No.	Hissa No.	Area	Future Development Area	Market Reservation Area ( M/8 )	Reservation Area PG-20	Road Set Back Area 24 M/W	Area not in Possession	Area under R Zone
1	25	9	200	-			14.25	8.25	177.5
2	25	10	800			482	238	79.5	0.5
3	28	3	830		105	630	95		
4	28	14	910				93		817
5	28	15	250						250
6	28	16	430						430
7	28	17	100						100
8	28	18	1470	98.5			1.5		1370
9	29	1	200						200
10	29	2	130						130
11	29	3	9540	3821				49	5670
12	29	4	360					70	290
13	29	6	900					845	55
14	29	7	180					7.25	172.75
15	29	14	830						830
16	30	1	900	342				18	540
			<b>18030</b>	4261.5	105	1112	441.75	1077	<b>11032.75</b>

( All Areas shown above in the Chart are in sq.meters )

AND WHEREAS, in the above table, the land properties which are shown under Residential Zone of the KDMC; are the land properties dedicated to propose phase - II Real Estate Project "Sunraj Solitaire". The title documents and other relevant details of the land properties dedicated to phase - II Real Estate Project "Sunraj Solitaire" are as below:

- i. Land bearing survey No. 25 Hissa No. 9 (old survey No. 107/9) admeasuring ground land area 200 sq.mtrs. ( as per Revenue Records) lying, being and situate at Revenue Mouje Golavli, Taluka Kalyan, Dist. Thane purchased through registered Deed of Conveyance dated 25/1/2011 with the office of the Sub-registrar Kalyan at vide document serial No. KLN2-00746-2011. The vendors of the land Mr. Anil Sudam Gaikwad and others received the consideration from the promoter as per the terms and conditions recited in the deed of conveyance and handed over peaceful vacant land to promoter herein. The promoter herein acquired absolute ownership over the peace of land and his name duly brought and recorded in the Revenue Records of Right of Revenue Village Golavli, Taluka Kalyan, Dist. Thane through effective mutation entry No. 1765. The physical status and feasibility of its development under law is particularly shown in the above table at serial No.1.

- ii. Land bearing survey No. 25 Hissa No. 10 (old survey No. 107/10) admeasuring ground land area 800 sq.mtrs. ( as per Revenue Records) lying, being and situate at Revenue Mouje Golavli, Taluka Kalyan, Dist. Thane purchased through registered Deed of Conveyance dated 13/9/2010 with the office of the Sub-registrar Kalyan at vide document serial No. KLN3-06000-2010. The vendors of the land Mrs. Raghubai Ramdas Gaikwad and others received the consideration from the promoter as per the terms and conditions recited in the deed of conveyance and handed over peaceful vacant land to promoter herein. The promoter herein acquired absolute ownership over the peace of land and his name duly brought and recorded in the Revenue Records of Right of Revenue Village Golavli, Taluka Kalyan, Dist. Thane through effective mutation entry No. 1745. The physical status and feasibility of its development under law is particularly shown in the above table at serial No.2.
- iii. Land bearing survey No. 28 Hissa No. 3 (old survey No. 54/3) admeasuring ground land area 830 sq.mtrs. ( as per Revenue Records) lying, being and situate at Revenue Mouje Golavli, Taluka Kalyan, Dist. Thane purchased through registered Deed of Conveyance dated 15/3/2011 with the office of the Sub-registrar Kalyan at vide document serial No. KLN3-02016-2011. The vendors of the land Shri Ghorakhnath Ambo Gaikwad and others received the consideration from the promoter as per the terms and conditions recited in the deed of conveyance and handed over peaceful vacant land to promoter herein. The promoter herein acquired absolute ownership over the peace of land and his name duly brought and recorded in the Revenue Records of Right of Revenue Village Golavli, Taluka Kalyan, Dist. Thane through effective mutation entry No. 1772. The physical status and feasibility of its development under law is particularly shown in the above table at serial No.3.
- iv. Land bearing survey No. 28 Hissa No. 14 (old survey No. 54/14) admeasuring ground land area 910 sq.mtrs. (as per Revenue Records) lying, being and situate at Revenue Mouje Golavli, Taluka Kalyan, Dist. Thane purchased through registered Deed of Conveyance dated 9<sup>th</sup> June, 2023 with the office of the Sub-registrar Kalyan at vide document serial No. KLN5-8069-2023. The vendors of the land Shri Arun Baban Gaikwad received the consideration from the promoter as per the terms and conditions recited in the deed of conveyance and handed over peaceful vacant land to promoter herein. The promoter herein acquired absolute ownership over the peace of land and his name duly brought and recorded in the Revenue Records of Right of Revenue Village Golavli, Taluka Kalyan, Dist. Thane through effective

mutation entry No. 2441. The physical status and feasibility of its development under law is particularly shown in the above table at serial No.4.

- v. Land bearing survey No. 28 Hissa No. 15 (old survey No. 54/15) admeasuring ground land area 250 sq.mtrs. (as per Revenue Records) lying, being and situate at Revenue Mouje Golavli, Taluka Kalyan, Dist. Thane purchased through registered Deed of Conveyance dated 15/11/2022 with the office of the Sub-registrar Kalyan at vide document serial No. KLN5-25895-2022. The vendors of the land Smt. Rajibai Jayram Jadhav received the consideration from the promoter as per the terms and conditions recited in the deed of conveyance and handed over peaceful vacant land to promoter herein. The promoter herein acquired absolute ownership over the peace of land and his name duly brought and recorded in the Revenue Records of Right of Revenue Village Golavli, Taluka Kalyan, Dist. Thane through effective mutation entry No. 2374. The physical status and feasibility of its development under law is particularly shown in the above table at serial No.5.
- vi. Land bearing survey No. 28 Hissa No. 16 (old survey No. 54/16) admeasuring ground land area 430 sq.mtrs. (as per Revenue Records) lying, being and situate at Revenue Mouje Golavli, Taluka Kalyan, Dist. Thane purchased through registered Deed of Conveyance dated 15/11/2022 with the office of the Sub-registrar Kalyan at vide document serial No. KLN2-25907-2022. The vendors of the land Smt. Raghubai Gaikwad and others received the consideration from the promoter as per the terms and conditions recited in the deed of conveyance and handed over peaceful vacant land to promoter herein. The promoter herein acquired absolute ownership over the peace of land and his name duly brought and recorded in the Revenue Records of Right of Revenue Village Golavli, Taluka Kalyan, Dist. Thane through effective mutation entry No. 2373. The physical status and feasibility of its development under law is particularly shown in the above table at serial No.6.
- vii. Land bearing survey No. 28 Hissa No. 17 (old survey No. 54/17) admeasuring ground land area 100 sq.mtrs. (as per Revenue Records) lying, being and situate at Revenue Mouje Golavli, Taluka Kalyan, Dist. Thane purchased through registered Deed of Conveyance dated 15/11/2022 with the office of the Sub-registrar Kalyan at vide document serial No. KLN2-25895-2022. The vendors of the land Smt. Rajibai Jayram Jadhav received the consideration from the promoter as per the terms and conditions recited in the deed of conveyance and handed over peaceful vacant land to promoter herein. The promoter

herein acquired absolute ownership over the piece of land and his name duly brought and recorded in the Revenue Records of Right of Revenue Village Golavli, Taluka Kalyan, Dist. Thane through effective mutation entry No. 2374. The physical status and feasibility of its development under law is particularly shown in the above table at serial No.7.

viii. Land bearing survey No. 28 Hissa No. 18 (old survey No. 54/18) admeasuring ground land area 1470 sq.mtrs. (as per Revenue Records) lying, being and situate at Revenue Mouje Golavli, Taluka Kalyan, Dist. Thane purchased through registered Deed of Conveyance dated 15/11/2022 with the office of the Sub-registrar Kalyan at vide document serial No. KLN2-25901-2022. The vendors of the land Smt. Raghubai Ramdas Gaikwad and others received the consideration from the promoter as per the terms and conditions recited in the deed of conveyance and handed over peaceful vacant land to promoter herein. The promoter herein acquired absolute ownership over the piece of land and his name duly brought and recorded in the Revenue Records of Right of Revenue Village Golavli, Taluka Kalyan, Dist. Thane through effective mutation entry No. 2372. The physical status and feasibility of its development under law is particularly shown in the above table at serial No.8.

ix. Land bearing survey No. 29 Hissa No. 1 (old survey No. 181/1) admeasuring ground land area 200 sq.mtrs. (as per Revenue Records) lying, being and situate at Revenue Mouje Golavli, Taluka Kalyan, Dist. Thane purchased through registered Deed of Conveyance dated 21/1/2011 with the office of the Sub-registrar Kalyan at vide document serial No. KLN2-00746-2011. The vendors of the land Mr. Anil Sudam Gaikwad and others received the consideration from the promoter as per the terms and conditions recited in the deed of conveyance and handed over peaceful vacant land to promoter herein. The promoter herein acquired absolute ownership over the piece of land and his name duly brought and recorded in the Revenue Records of Right of Revenue Village Golavli, Taluka Kalyan, Dist. Thane through effective mutation entry No. 1765. The physical status and feasibility of its development under law is particularly shown in the above table at serial No.9.

x. Land bearing survey No. 29 Hissa No. 2 (old survey No. 181/2) admeasuring ground land area 130 sq.mtrs. (as per Revenue Records) lying, being and situate at Revenue Mouje Golavli, Taluka Kalyan, Dist. Thane purchased through registered Deed of Conveyance dated 3/8/2011 with the office of the Sub-registrar Kalyan at vide

document serial No. KLN4-05146-2011. The vendors of the land Shri Gajanan Chahu Gaikwad and others received the consideration from the promoter as per the terms and conditions recited in the deed of conveyance and handed over peaceful vacant land to promoter herein. The promoter herein acquired absolute ownership over the peace of land and his name duly brought and recorded in the Revenue Records of Right of Revenue Village Golavli, Taluka Kalyan, Dist. Thane through effective mutation entry No. 1820. The physical status and feasibility of its development under law is particularly shown in the above table at serial No.10.

- xi. Land bearing survey No. 29 Hissa No. 3 (old survey No. 181/3) admeasuring ground land area 9540 sq.mtrs. (as per Revenue Records) lying, being and situate at Revenue Mouje Golavli, Taluka Kalyan, Dist. Thane purchased through registered Deed of Conveyance dated 21/1/2011 with the office of the Sub-registrar Kalyan at vide document serial No. KLN2-00745-2011. The vendors of the land Mr. Dattu Pandu Patil and others received the consideration from the promoter as per the terms and conditions recited in the deed of conveyance and handed over peaceful vacant land to promoter herein. The promoter herein acquired absolute ownership over the peace of land and his name duly brought and recorded in the Revenue Records of Right of Revenue Village Golavli, Taluka Kalyan, Dist. Thane through effective mutation entry No. 1770. The physical status and feasibility of its development under law is particularly shown in the above table at serial No.11.
- xii. Land bearing survey No. 29 Hissa No. 4 (old survey No. 181/4) admeasuring ground land area 360 sq.mtrs. (as per Revenue Records) lying, being and situate at Revenue Mouje Golavli, Taluka Kalyan, Dist. Thane purchased through registered Deed of Conveyance dated 15/3/2011 with the office of the Sub-registrar Kalyan at vide document serial No. KLN3-02016-2011. The vendors of the land Mr. Gorakhnath Ambo Gaikwad and others received the consideration from the promoter as per the terms and conditions recited in the deed of conveyance and handed over peaceful vacant land to promoter herein. The promoter herein acquired absolute ownership over the peace of land and his name duly brought and recorded in the Revenue Records of Right of Revenue Village Golavli, Taluka Kalyan, Dist. Thane through effective mutation entry No. 1772. The physical status and feasibility of its development under law is particularly shown in the above table at serial No.12.

- xiii. Land bearing survey No. 29 Hissa No. 6 (old survey No. 181/6) admeasuring ground land area 900 sq.mtrs. (as per Revenue Records) lying, being and situate at Revenue Mouje Golavli, Taluka Kalyan, Dist. Thane purchased through registered Deed of Conveyance dated 13/09/2010 with the office of the Sub-registrar Kalyan at vide document serial No. KLN3-05999-2010. The vendors of the land Shri Eknath Dinkar Gaikar and others received the consideration from the promoter as per the terms and conditions recited in the deed of conveyance and handed over peaceful vacant land to promoter herein. The promoter herein acquired absolute ownership over the peace of land and his name duly brought and recorded in the Revenue Records of Right of Revenue Village Golavli, Taluka Kalyan, Dist. Thane through effective mutation entry No. 1751. The physical status and feasibility of its development under law is particularly shown in the above table at serial No.13.
- xiv. Land bearing survey No. 29 Hissa No. 7 (old survey No. 181/7) admeasuring ground land area 180 sq.mtrs. (as per Revenue Records) lying, being and situate at Revenue Mouje Golavli, Taluka Kalyan, Dist. Thane purchased through registered Deed of Conveyance dated 13/9/2010 with the office of the Sub-registrar Kalyan at vide document serial No. KLN3-06000-2010. The vendors of the land Mrs. Raghbai Ramdas Gaikwad and others received the consideration from the promoter as per the terms and conditions recited in the deed of conveyance and handed over peaceful vacant land to promoter herein. The promoter herein acquired absolute ownership over the peace of land and his name duly brought and recorded in the Revenue Records of Right of Revenue Village Golavli, Taluka Kalyan, Dist. Thane through effective mutation entry No. 1745. The physical status and feasibility of its development under law is particularly shown in the above table at serial No.14.
- xv. Land bearing survey No. 29 Hissa No. 14 (old survey No. 181/14) admeasuring ground land area 830 sq.mtrs. (as per Revenue Records) lying, being and situate at Revenue Mouje Golavli, Taluka Kalyan, Dist. Thane purchased through registered Deed of Conveyance dated 15/11/2022 with the office of the Sub-registrar Kalyan at vide document serial No. KLN2-25907-2022. The vendors of the land Smt. Raghubai Ramdas Gaikwad and others received the consideration from the promoter as per the terms and conditions recited in the deed of conveyance and handed over peaceful vacant land to promoter herein. The promoter herein acquired absolute ownership over the peace of land and his name duly brought and recorded in the Revenue Records of Right of Revenue Village Golavli, Taluka Kalyan, Dist.

Thane through effective mutation entry No. 2373. The physical status and feasibility of its development under law is particularly shown in the above table at serial No.15.

- xvi. Land bearing survey No. 30 Hissa No. 1 (old survey No. 109/1) admeasuring ground land area 900 sq.mtrs. (as per Revenue Records) lying, being and situate at Revenue Mouje Golavli, Taluka Kalyan, Dist. Thane purchased through registered Deed of Conveyance dated 13/9/2010 with the office of the Sub-registrar Kalyan at vide document serial No. KLN3-06000-2010. The vendors of the land Smt. Raghubai Ramdas Gaikwad and others received the consideration from the promoter as per the terms and conditions recited in the deed of conveyance and handed over peaceful vacant land to promoter herein. The promoter herein acquired absolute ownership over the peace of land and his name duly brought and recorded in the Revenue Records of Right of Revenue Village Golavli, Taluka Kalyan, Dist. Thane through effective mutation entry No. 1745. The physical status and feasibility of its development under law is particularly shown in the above table at serial No.16.

AND WHEREAS, as per table shown above, the promoter has taken out only land area admeasuring 11032.75 sq.mtrs. The description of title documents (i to xvi) are clearly showing that the promoter is absolute owner of total land area 18030 sq.mtrs. situated at mouje Golavli, Taluka Kalyan, Dist. Thane. The above table is also clearly depicting that for phase II Real Estate Project "SUNRAJ SOLITAIRE", the land properties shown under Residential Zone are only dedicated to the Real Estate Project "Sunraj Solitaire" and remaining land other than reserve for public utility is shown for future development.

AND WHEREAS, in aforesaid manner, the land area admeasuring 11032.75 sq.mtrs. is taken out for Real Estate Project "SUNRAJ SOLITAIRE" and said portion of land is subject land properties of Phase - II Real Estate Project and the said pieces of land which dedicated to the Phase-II Real Estate Project is referred hereinafter to as the 'SAID PROPERTY' of Real Estate Project "SUNRAJ SOLITAIRE" and is described very clearly in first schedule of this agreement.

AND WHEREAS, for more clarity and identification, under the above table, entire land admeasuring area 18030 sq.mtrs. is shown. The said entire land area herein after referred to as "SAID LARGER PLOT OF LAND".

AND WHEREAS, as per the above table, an area admeasuring 105 sq.mtrs. out of the said larger plot of land is reserved for public utility i.e. market under Reservation Priority No. M-8. Similarly, as per the above table an area admeasuring 1112 sq.mtrs. out of the said larger plot of land is reserved for children playground under Reservation Priority No. PG-20. Further as per the above table, land admeasuring

area 441.75 sq.mtrs. is affected under proposed 24 meter wide D.P. Road to as road set back area out of the said larger plot of land.

AND WHEREAS, the promoter is entitled to obtain all such benefits available in law for the reserved land area as much shown in the table from the Town Planning Authorities i.e. KDMC and the promoter is entitled to use, avail and enjoy all potential FSI including basic plot FSI, premium FSI, TDR, Ancillary FSI, Staircase FSI and all other benefits and FSI available under UDCPR 2020 (by whatever name called) in development of phase - II and or any other phase of development which proposed by the promoter in future with the permission of the Town Planning Authority.

AND WHEREAS, as per the above table, the land area admeasuring 4261.5 sq.mtrs. is shown as kept /retained for future development under phase - III and or with separate other independent phase but not limited on the entire land area referred to as said larger plot of land, by availing all the potential basic FSI, premium FSI, TDR, staircase FSI, ancillary FSI and all other FSI and benefits which may available to the promoter under prevailing Development Control Rules and Regulations i.e. UDCPR 2020.

AND WHEREAS, in aforesaid manner, the promoter is entitled to construct and develop the multi-storeyed building over the land area dedicated to phase - II Real Estate Project "SUNRAJ SOLITAIRE" as per the sanctioned building plan and permission and further promoter is entitled to obtain, avail, use and consume all such FSI and benefits which accrued to the developer from the portion of the reserved land for public utility and road set back area. The promoter has retained/kept 4261.5 sq.mtrs land area in his hands out of the said larger plot of land for future development as per law. The said retained/kept land area with the promoter is herein after referred to as "property of the promoter made for FUTURE DEVELOPMENT either in PHASE-III or in such other number of phases as may be feasible and permissible in law" along with other adjoining piece of land as much promoter deem, fit, just and proper to his future development. At present land area kept /retained with the promoter for future development shall be at his sole discretion and desire. In phase-III or such number of other phases as may be feasible (future development). Hereto annexed and marked Annexure - 1 is Tentative plan showing larger land in thick black colour boundary line. The Real Estate Project land Phase - II "SUNRAJ SOLITAIRE" is delineated on Annexure -1 in Green colour Boundary Line and land area for future development is delineated on Annexure -1 with Red colour Boundary Line.

AND WHEREAS, promoter applied to Collector Thane to seek permission for conversion of the Occupancy right from Class II to Class - I. The Collector Thane pleased to grant permission and order to pay conversion charges of the Occupancy class II to Class I of the land property more particularly described here under in detail and promoter paid entire conversion charges to the Government Treasury and subjected piece of land in the order being converted to Occupancy Class I and necessary mutation in respect thereof caused in the Revenue Records of Right. The

details and particulars of the conversion order of Occupancy Class II to Occupancy Class I are as below:

- i. Additional Collector Thane through their order dated 29/7/2022 bearing prakaran No. Ma.sha/karya-4/te-1/tenancy/ navinsharth/ SR-48/2022 converted Occupancy Class II to Class I of the land bearing:
  - a. Survey No. 28 Hissa No. 15 admeasuring land area 250 sq.mtrs. of revenue mouje Golavli, Taluka Kalyan, Dist. Thane is being converted to as Occupancy Class I and thereafter the conveyance deed of the said piece of land duly registered in the name of the promoter and said piece of land duly transferred and recorded in the Revenue Records of Right in the name of the promoter.
  - b. Survey No. 28 Hissa No. 16 admeasuring land area 430 sq.mtrs. of revenue mouje Golavli, Taluka Kalyan, Dist. Thane is being converted to as Occupancy Class I and thereafter the conveyance deed of the said piece of land duly registered in the name of the promoter and said piece of land duly transferred and recorded in the Revenue Records of Right in the name of the promoter.
  - c. Survey No. 28 Hissa No. 17 admeasuring land area 100 sq.mtrs. of revenue mouje Golavli, Taluka Kalyan, Dist. Thane is being converted to as Occupancy Class I and thereafter the conveyance deed of the said piece of land duly registered in the name of the promoter and said piece of land duly transferred and recorded in the Revenue Records of Right in the name of the promoter.
  - d. Survey No. 28 Hissa No. 18 admeasuring land area 1470 sq.mtrs. of revenue mouje Golavli, Taluka Kalyan, Dist. Thane is being converted to as Occupancy Class I and thereafter the conveyance deed of the said piece of land duly registered in the name of the promoter and said piece of land duly transferred and recorded in the Revenue Records of Right in the name of the promoter.
  - e. Survey No. 29 Hissa No. 14 admeasuring land area 830 sq.mtrs. of revenue mouje Golavli, Taluka Kalyan, Dist. Thane is being converted to as Occupancy Class I and thereafter the conveyance deed of the said piece of land duly registered in the name of the promoter and said piece of land duly transferred and recorded in the Revenue Records of Right in the name of the promoter.
- ii. Additional Collector Thane through their order dated 10/4/2023 bearing prakaran No. Ma.sha/karya-4/te-1/tenancy/ navinsharth/ SR-56/2022 converted Occupancy Class II to Class I of the land bearing Survey No. 28 Hissa No. 14 admeasuring land area 910 sq.mtrs. of revenue mouje Golavli, Taluka Kalyan, Dist. Thane is being converted to

as Occupancy Class I and thereafter the conveyance deed of the said piece of land duly registered in the name of the promoter and said piece of land duly transferred and recorded in the Revenue Records of Right in the name of the promoter.

AND WHEREAS, in aforesaid mode and manner, the promoter acquired absolute ownership over the said larger plot of land including the said property of the Real Estate Project "SUNRAJ SOLITAIRE" and being exclusive owner of the aforesaid land properties, the promoter is competent in law to develop and construct multi-storeyed building as per sanctioned plan, building construction permission and other required permissions and orders. The promoter does hereby disclose that :

- i. By virtue of conversion order of use of land dated 29/12/2022 bearing outward No. Mahasule/Te-2/Jaminbab-1/Rupantarankar/SR-324/2022 Tahsildar, Kalyan pleased to convert use of land from agricultural to Non Agricultural of particularly pieces of land bearing :
  - a. Survey No. 25 Hissa No. 9 admeasuring area 200 sq.mtrs. of mouje Golavli, Taluka Kalyan, Dist. Thane.
  - b. Survey No. 28 Hissa No. 16 admeasuring area 430 sq.mtrs, of mouje Golavli, Taluka Kalyan, Dist. Thane.
  - c. Survey No. 28 Hissa No. 18 admeasuring area 1470 sq.mtrs of mouje Golavli, Taluka Kalyan, Dist. Thane.
  - d. Survey No. 29 Hissa No.1 admeasuring area 200 sq.mtrs. of mouje Golavli, Taluka Kalyan, Dist. Thane.
  - e. Survey No. 29 Hissa No. 2 admeasuring area 130 sq.mtrs, of mouje Golavli, Taluka Kalyan, Dist. Thane. .
  - f. Survey No. 29 Hissa No.3 admeasuring area 9540 sq.mtrs, of mouje Golavli, Taluka Kalyan, Dist. Thane.
  - g. Survey No. 29 Hissa No. 4 admeasuring area 360 sq.mtrs., of mouje Golavli, Taluka Kalyan, Dist. Thane.
  - h. Survey No. 29 Hissa No. 6 admeasuring area 900 sq.mtrs, of mouje Golavli, Taluka Kalyan, Dist. Thane.
  - i. Survey No. 29 Hissa No. 7 admeasuring area 180 sq.mtrs, of mouje Golavli, Taluka Kalyan, Dist. Thane.
  - j. Survey No. 29 Hissa No. 14 admeasuring area 830 sq.mtrs, of mouje Golavli, Taluka Kalyan, Dist. Thane.
  - k. Survey No. 30 Hissa No. 1 admeasuring area 900 sq.mtrs, of mouje Golavli, Taluka Kalyan, Dist. Thane.
- ii. By virtue of conversion order of use of land dated 23/01/2023 bearing outward No. Mahasule/Te-2/Jaminbab-1/Rupantarankar/SR-01/2023 Tahsildar, Kalyan pleased to convert use of land from agricultural to Non Agricultural of particularly pieces of land bearing :

- a. Survey Nos. 28 Hissa No. 15 admeasuring area 250 sq.mtrs, of mouje Golavli, Taluka Kalyan, Dist. Thane.
  - b. Survey No. 28 Hissa No. 17 admeasuring area 100 sq.mtrs. of mouje Golavli, Taluka Kalyan, Dist. Thane.
- iii. By virtue of conversion order of use of land dated 12/05/2023 bearing outward No. Mahasule/Te-2/Jaminbab-1/Rupantarankar/SR-142/2023 Tahsildar, Kalyan pleased to convert use of land from agricultural to Non Agricultural of particularly pieces of land bearing :
- a. Survey Nos. 25 Hissa No 10 admeasuring area 800 sq.mtrs, of mouje Golavli, Taluka Kalyan, Dist. Thane.
  - b. Survey No. 28 Hissa No. 3 admeasuring area 830 sq.mtrs, of mouje Golavli, Taluka Kalyan, Dist. Thane.
  - c. Survey No. 28 Hissa No. 14 admeasuring area 910 sq.mtrs. of mouje Golavli, Taluka Kalyan, Dist. Thane.

AND WHEREAS, with intention to develop the said land property dedicated to Real Estate Project Phase - II "SUNRAJ SOLITAIRE", the promoter obtained building construction permission from Kalyan Dombivali Municipal Corporation ("KDMC") with respect to Real Estate Project Land bearing permission outward No. KDMC / TPD / BP / 27 Village / 2023-24 / 13 dated 27/09/2023. By virtue of the sanctioned building plan and permission dated 27/9/2023, the promoter has been permitted to construct:

Building	Proposed Floors	Area (Sq. Meters)
Building No.1	Stilt + 1 <sup>st</sup> floor (p) (podium) + 2 <sup>nd</sup> floor (p) (podium) + 3 <sup>rd</sup> floor to 23 <sup>rd</sup> floor (residential).  For MHADA-1 <sup>st</sup> floor (p) to 2 <sup>nd</sup> floor (p) =1030.56	16443.69
Building No.2	Stilt + 1 <sup>st</sup> floor (p) (podium) + 2 <sup>nd</sup> floor (p) (podium) + 3 <sup>rd</sup> floor (p) + 4 <sup>th</sup> to 5 <sup>th</sup> floor (residential).  For MHADA-1 <sup>st</sup> floor (p) to 3 <sup>rd</sup> floor (p) =1407.79	2097.44
Building No.3	Stilt (p), Ground (p) (Commercial) + 1 <sup>st</sup> floor (skip + podium) (p) + 2 <sup>nd</sup> floor (commercial) (p) + podium (p) + 3 <sup>rd</sup> floor (residential)	1792.83
Club House	Stilt + 2 floors (podium Parking) + 3 <sup>rd</sup> floor	478.35

Society office	For Building No. 1, 2 & 3 = 34.17 + 34.17 + 33.81	102.15
Servant Toilets	For Building No.1, 2 & 3 = 4.69 + 4.74 + 4.74	14.17
	Total constructed area excluding MHADA area of 2438.35 square meters	20928.63

Hereto annexed and marked **Annexure \_\_\_\_\_** is copy of commencement certificate dated 27/09/2023.

AND WHEREAS, the promoter made application to the Ministry of Environment, Forest and Climate Change of Government of India to seek permission of development to the proposed Residential cum Commercial Housing Project named as Real Estate Project "SUNRAJ SOLITAIRE". The State Level Environment Impact Assessment Authority under reference Application No. SIA/MH/INFRA2/449551/2023 granted their permission and Environment Clearance Certificate after hearing on 8<sup>th</sup> February, 2024 to the Real Estate Project "SUNRAJ SOLITAIRE". The Promoter has also obtained consent to Establish Residential cum Commercial Building Project dated 08/05/2024 from the Maharashtra Pollution Control Board for phase -II Real Estate Project "Sunraj Solitaire" bearing No. Infrastructure/ RED/L.S.I.Format1.0/CC/UAN No.0000194930/CE/ 2405000663.

AND WHEREAS, in aforesaid manner, the promoter obtained requisites permissions from all concerned authorities to commence the development and construction of Real Estate Project "SUNRAJ SOLITAIRE" on the land properties more particularly dedicated to phase - II Real Estate Project "Sunraj Solitaire" and further more clearly described in schedule I of this agreement.

AND WHEREAS, the promoter desires to disclose certain important facts, covenants and conditions to all such persons who intends to buy units in the phase-II Real Estate Project "Sunraj Solitaire" and for their specific knowledge to deal and behave with those important facts, covenants and conditions. In furtherance of the above, the promoter informs that;

- i. That as per the building construction permission dated 27/9/2023, **the portion of said larger plot of land** affected under public utility reservation M-8 for Market and PG-20 for playground. The promoter informs that a portion of **said larger plot of land** is also affected under 24.00 meter wide DP road.
- ii. That under the development plan of the City, KDMC has proposed to build and erect 24 meter wide D.P. road which is abutting /passing

through a portion of said larger plot of land and Real Estate Project “Sunraj Solitaire”. The details of the same is disclosed above.

- iii. That, as on date, the KDMC have not executed and or implemented the proposed 24 meter D.P. road as per development plan of the City. Therefore, promoter needed to build and erect a temporary access and approach way for his Phase II Real Estate Project “Sunraj Solitaire”.
- iv. That pursuant to his requirement, promoter has constructed temporary way and access through his another pieces of land which are not part of this Real Estate Project.
- v. That promoter does hereby reserve and keep intact his right to use and enjoy the land area presently utilized for providing temporary access to the Real Estate Project “Sunraj Solitaire” for future development and project.
- vi. That, upon execution/implementation /charging of the said proposed 24 meter wide D.P. Road by the KDMC, the temporary access and way made available shall be closed and discontinued without any notice to any of the intending purchasers/buyers of the units in the Real Estate Project land of “Sunraj Solitaire”.
- vii. That, it is expressly made clear to entire public at large and also to the persons who intends to buy and or buy houses/ commercial units in the Real Estate Project of “Sunraj Solitaire” that upon making proposed 24 meter D.P. road, the present temporary access exclusively made by the promoter, shall be discontinued and closed and no persons thereafter will have right to create any types of hurdles and obstructions before promoter and or any persons acting on behalf of promoter herein.
- viii. That the KDMC have considered all above and have permitted to use and consume at this stage 20928.63 square meters FSI in the proposed multi-storeyed buildings of phase II Real Estate Project “Sunraj Solitaire”. The specific details of each are elaborately mentioned in the building Construction permission as well as here above in detail.
- ix. That as recited here above the land admeasuring 11032.75 sq. metres shall form an integral part of conveyance to be executed in favour of the federation of cooperative housing society consisting of all the building to be constructed on such property with amenities.

AND WHEREAS in pursuance to the sanction plans as stated above, the promoter is entitled to commence, carry out the construction work of the buildings on the above referred said property to be known as “Sunraj Solitaire” being the entire scheme of construction, comprises in all 3 buildings i.e. Building No. 1, 2 and 3 with 16 shops + 15 offices + 297 Flats [ out of which 30 Flats are reserved for MHADA] in all 328 Units.

Building	Flats	Shops	Office	MHADA Flats	Total
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No.					Units/Flats
1	227	0	0	12	239
2	30	0	0	18	48
3	10	16	15	0	41
<b>Totals</b>	<b>267</b>	<b>16</b>	<b>15</b>	<b>30</b>	<b>328</b>

AND WHEREAS, the Promoter reserves his right to mortgage the Real Estate Project or any part thereof or the underlying land or any part thereof with any bank or financial institution in order to avail project finance. The details pertaining to the title of the Promoter to the Larger Land, the pertinent approvals and permissions issued in respect of the Larger Land, litigation proceedings in respect of the Larger Land, covenants (if any) affecting the Larger Land, impediments (if any) attached to the Larger Land, encroachments (if any) on the Larger Land, permissions to be obtained which affects the Promoter's title to the Larger Land, and mortgages/ charges on the Larger Land (if any), are elucidated in the Report on Title dated \_\_\_\_\_ issued by Shri R. M. Tiwari, Advocate High Court, copy whereof is annexed and marked as **Annexure "2"** hereto ("**Title Certificate**").

AND WHEREAS the Promoter has brought to the notice and knowledge of the Allottee that during the course of construction of the proposed buildings, he will submit proposal to the Town Planning Authorities to modify building plan, design, specification and place of amenities as well as to obtain further permissions and revised building works commencement certificate of additional floors in buildings from time to time by following the due procedure of law as prescribed under RERA Act and rules and regulations made thereunder and same shall form a part of the entire scheme of construction known as 'Sunraj Solitaire' and all the allottee/s acquiring the flats/units in the buildings forming part of the entire scheme of construction shall be entitled to use and utilise recreational and club house facilities and the allottee/s of commercial shops and units will not be entitled to use, utilise the recreational and club house facilities.

AND WHEREAS, the Promoter has clearly brought to the notice, knowledge of the Allottee/s and has disclosed to the Allottee/s that the entire scheme of construction comprising of several buildings has infrastructural and recreational facilities as shown on the sanction plan and such infrastructural and recreational facilities will be for the use, utilization and enjoyment of all the Allottee/s acquiring residential flats/units only in the buildings forming a part of entire scheme of construction and the Allottee/s herein shall be liable and responsible to pay and contribute the proportionate charges, expenses, levies and outgoings thereto from time to time to the promoter and such infrastructural and recreational facilities and amenities will be transferred to the Apex body or Federation of all the societies to be formed in the said scheme of construction

and at the time of execution of the final deed of conveyance in favour of the Apex body or Federation thereof.

AND WHEREAS the Promoter has clearly brought to the notice and knowledge of the Allottee/s herein the above facts, modifications, further expansions, future development of Phase III, amalgamation of the adjacent lands in the scheme of construction and its present and future course of the scheme of development on the said property and / or the adjacent property in the manner herein recited and the Allottee/s has clearly understood the same and in confirmation thereof has granted his / her/ their clear, express, permission for the same by executing this agreement.

AND WHEREAS the Promoter supplied and forwarded the copies of the sanctioned plans and clearly and elaborately brought to the knowledge and notice of the Allottee/s herein the present status of sanction of plans, the bifurcation of the buildings and construction thereof by the Promoter as well as the location of the land on which the recreational facilities and club house will be constructed by the Promoter and it is also further clearly disclosed to the Allottee/s herein that the construction work of the its recreational facilities and club house will not be completed and functional and operational at the time of completion of the buildings in which the Allottee/s herein has intended to acquire the flat / unit and that the same will be completed or will be functional and or operational on completion of the buildings in the entire scheme of construction and then the same will be available to the Allottee/s and such recreational facilities and club house shall be handed over and assigned to the Federation of the Society and / or the Apex Body as the case may be and the Allottee is well aware of the same and shall not raise objection thereto.

AND WHEREAS the Promoter has further intended to get the said plans and specification revised, renewed and altered for consumption of remaining floor space index made available as per rule from time to time, transfer of development rights as and when available, staircase floor space index and all other permissible floor space index to be used and utilized on the said property as may be granted by the concerned town planning authority from time to time and further the Promoter has given the clear inspection of the plans and specifications to the Allottee/s herein as regards the existing sanctioned buildings and the further proposed buildings to be constructed on the said property and the Promoter intended to avail additional floors on the said sanctioned buildings by following the due procedure of law as prescribed under RERA Act and rules and regulations made thereunder.

Details of Proposal for further construction to be done on the balance FSI / TDR available and accordingly sanctions will be obtained from the KDMC for the

Project “Sunraj Solitaire” for the Building No. 2 & 3 only which is tabulated under:

Building No.	Additional Floors	Flats	Shops	Office	MHADA Flats	Total Units/Flats
1	0	0	0	0	0	0
2	6 <sup>th</sup> to 23 <sup>rd</sup>	212	0	0	0	212
3	4 <sup>th</sup> to 23 <sup>rd</sup>	196	0	0	0	196
<b>Totals</b>		<b>408</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>408</b>

The Project “Sunraj Solitaire” hence will be a complete project to be developed under the present entire scheme with the present sanctions and the sanctions to be obtained further is as follows:

Building No.	No. of floors	Flats	Shops	Office	MHADA Flats	Total Units/Flats
1	23 Floors	227	0	0	12	239
2	23 Floors	242	0	0	18	260
3	23 Floors	206	16	15	0	237
<b>Totals</b>		<b>675</b>	<b>16</b>	<b>15</b>	<b>30</b>	<b>736</b>

AND WHEREAS the Promoter has clearly brought to the notice and knowledge of the Allottee/s herein that the said entire larger plot of land comprises of 18030 sq. meters as per actual measurement and from and through such area there are roads, which passes through the entire property and such roads will be used, utilized and availed by the Promoter for development of the adjacent lands situated and abutting to the said entire property and the Promoter shall have the sole and absolute right of ingress, egress, right to lay drainage lines, electric and water connections, pipelines, cables and other overhead and underground connections and to use the said roads either on foot or by vehicular traffic (loaded or unloaded) and to use the said roads for the purpose of transporting the building materials, machineries and other incidental equipment required for construction of the buildings and development of the adjacent and abutting properties as well as the properties in the vicinity of the entire property. The promoter has also made it clear hereinabove that the said temporary access road will be discontinued after construction of 24 meter wide D.P. road and the promoter shall have sole right on the said temporary access road and allottee/s shall not make any claim in respect thereof in future.

AND WHEREAS the Promoter has also brought to the clear notice and knowledge of the Allottee/s that during the course of construction, the Promoter may transfer

and/or assign the development rights in respect of the said property or any part thereof or enter into joint venture understanding, partnership or other business arrangement with any persons, firm or company for development of the said property or any part thereof however, the Promoter shall safeguard and project the right and interest of the flat Allottee/s herein in respect of the flat agreement to be acquired by him.

AND WHEREAS the Promoter is entitled to construct buildings on the project land in accordance with the recitals, disclosures, further expansions and future development of Phase III as mentioned hereinabove which is clearly and elaborately brought to the notice and knowledge of the Allottee/s herein.

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

AND WHEREAS the Promoter has appointed M/s. Shanghvi & Associates Consultants Pvt. Ltd., Mr. Nikhil S. Shanghvi, a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the conveyance deeds and documents recited above, the Promoter has sole and exclusive right to sell the flats/shops/ units in the said Real Estate Project/ Buildings to be constructed by the Promoter on the Real Project Land and to enter into Agreement with the allottee(s) of the flats/shops/ units and to receive the sale consideration and other charges, maintenance and outgoings in respect thereof.

AND WHEREAS on demand from the allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the Real Estate Project Land and the plans, designs and specifications prepared by the Promoter's Architects M/s. Rachana Shilp, Mr. R. C. Modak 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 the Advocate of the Promoter, authenticated copies of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the Real Estate Project Land on which the Real Estate Project is

constructed or are to be constructed have been annexed hereto and marked as Annexure \_\_\_\_ and \_\_\_\_, respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the KDMC has been annexed hereto and marked as Annexure \_\_\_\_\_

AND WHEREAS the 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 Real Estate Project have been annexed hereto and marked as Annexure \_\_\_\_\_.

AND WHEREAS the authenticated copies of the plans and specifications of the Flat/ Shop/ Unit agreed to be purchased by the Allottee/s, as sanctioned and approved by KDMC have been annexed and marked as Annexure \_\_\_\_\_.

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority to the plans, the specifications, elevations, sections and of the said buildings and shall obtain the balance approvals from various authorities 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 concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Real Estate Project Land and the said buildings and upon due observance and performance of which only the completion or occupancy certificate in respect of the said buildings shall be granted by the concerned local authority.

AND WHEREAS the Promoter has accordingly commenced construction of the multi-storeyed buildings on the site/land dedicated to the Real Estate Project Sunraj Solitaire in accordance with the sanctioned and approved building plan and building construction permission as more particularly disclosed above in detail.

AND WHEREAS the Allottee/s after going through the entire disclosures, the future course of expansion and development and also verifying the site of the building and the work of construction and its progress thereof, the site of infrastructural and recreational facilities and amenities and nature and scope thereof and after being satisfied about the same has agreed to enter into this agreement and further declare that he/she/they shall not raise any objection,

claim, demand or action in respect of the additions, modifications, changes and/or further alterations in the scheme of construction as may be permitted by the concerned town planning authorities from time to time.

AND WHEREAS pursuant to negotiations, the Promoter has agreed to sell and the Allottee/s has agreed to purchase Flat/ Shop bearing No. \_\_\_\_\_ admeasuring about \_\_\_\_\_ square feet (RERA Carpet) equivalent to \_\_\_\_\_ square meters on \_\_\_\_\_ floor, in Building No. \_\_\_\_\_ in the Real Estate Project called "**Sunraj Solitaire**" being constructed in the phase -II of the said project, by the Promoter. Accordingly, the Allottee/s has applied to the Promoter for allotment of Flat/ Shop/ Unit No. \_\_\_\_\_ on \_\_\_\_\_ floor in Building No. \_\_\_\_\_ in Project "**Sunraj Solitaire**" being constructed in the phase of the said Real Estate Project.

AND WHEREAS the carpet area of the said Flat/ Shop/ Unit is \_\_\_\_\_ square meters and "carpet area" means the net usable floor area of an Flat/ Shop/ Unit , excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat/ Shop/ Unit for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Flat/ Shop/ Unit for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Flat/ Shop/ Unit.

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, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

AND WHEREAS, the allottee/s undertake/s that he/she/they shall pay to the promoter entire sale consideration in the mode and manner provided in the schedule of the payment of this agreement and allottee/s shall not breach and or commit default in payment of agreed consideration on due dates as per schedule. The allottee/s further undertake/s to deduct and pay TDS under section 194 IA of Income Tax Act, 1961 to the credit of the promoter and shall submit the original TDS Certificate within the prescribed time line as per the provisions of the Income Tax Act. The allottee/s shall be further liable to indemnify the promoter if proper credit of TDS if not reflected in the permanent account Number(Pan) of the promoter's Establishment. The allottee/s declare/s and confirm/s that the moneys paid and payable under these agreement towards consideration and charges will not be involved directly and or indirectly to any proceeds of the scheduled offence/s or not designated for the purpose any contravention of any of the provisions of the preventions of Money Laundering Act, 2002 and Rules, directions and orders enacted pursuant to the same from time to time (collectively Anti Money Laundering Regulations). The allottee/s

authorizes to know by the promoter his/her/their personal information as may be required from time to time. The Allottee/s affirms that the information provided herein to the promoter will be treated true and correct in all respect and nothing can be withheld including any material facts within his/her/their knowledge. The allottee/s unequivocally agrees and confirm that in case the promoter becomes aware and or promoter has been informed by the statutory authority of any instance of violation of any Anti Money Laundering Regulations then in that event, the promoter at his sole discretion will be entitled to cancel / terminate this agreement for sale. Upon such termination, the allottee/s shall not have any right, title, interest in the unit/premise and further will have no claim and demand against promoter. In the event of such cancellation, the money paid by the allottee/s shall be refunded to the allottee/s subject to for feature clauses and further in accordance with the terms of this agreement only after allottee/s furnishes to promoter No Objection and or consent letter from the statutory authorities permitting such refund of amount to allottee/s.

AND WHEREAS prior to the execution of these presents the Allottee/s has paid to the Promoter a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) being part payment of the sale consideration of the said Flat/ Shop/ Unit agreed to be sold by the Promoter to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoter doth hereby admits and acknowledges) and the Allottee/s has agreed to pay to the Promoter the balance of the Sale Consideration in the manner hereinafter appearing.

AND WHEREAS the Promoter has registered the Housing Project under the provisions of the Real Estate (Regulations and Development) Act 2016 with Maharashtra Rules 2017. The Maharashtra Real Estate Regulatory Authority issued Registration Certificate more particularly bearing registration No. \_\_\_\_\_. An authenticated copy of the registration certificate of the Real Estate Project is attached as Annexure \_\_\_\_\_.

AND WHEREAS under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Flat/ Shop/ Unit with the Allottee/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 Allottee/s hereby agrees to purchase the (Flat/ Shop/ Unit /Plot) and the garage/covered parking (if applicable) on the terms and conditions appearing hereinafter.

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

1. The Promoter shall construct the said Buildings/ Real Estate Project consisting of (i) Building No.1 having Stilt + 1<sup>st</sup> floor (p) (podium) + 2<sup>nd</sup> floor (p) (podium) + 3<sup>rd</sup> floor to 23<sup>rd</sup> floor (residential) including for MHADA-1<sup>st</sup> floor (p) to 2<sup>nd</sup> floor (p); (ii) Building No.2 - having Stilt + 1<sup>st</sup> floor (p) (podium) + 2<sup>nd</sup> floor (p) (podium) + 3<sup>rd</sup> floor (p) + 4<sup>th</sup> to 5<sup>th</sup> floor (residential) including for MHADA-1<sup>st</sup> floor (p) to 3<sup>rd</sup> floor (p); (iii) Building No.3 - Stilt (p), Ground (p) (Commercial) +1<sup>st</sup> floor (skip + podium) (p) +2<sup>nd</sup> floor (commercial) (p) + podium (p) + 3<sup>rd</sup> floor (residential); (iv) Club House- Stilt + 2 floors (podium Parking) + 3<sup>rd</sup> floor, and other common amenities and facilities as approved/ may be approved by KDMC, on the Real Estate Project Land in accordance with the plans, designs and specifications as approved by the KDMC from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Flat/ Shop/ Unit of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

- 1a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Flat/ Shop/ Unit No. \_\_\_\_\_ admeasuring about \_\_\_\_\_ sq. meters (RERA Carpet) on \_\_\_\_\_ floor in Building No. \_\_\_\_\_ of the Real Estate Project (hereinafter referred to as "**the Flat/ Shop/ Unit**") as shown in the Floor plan thereof hereto annexed and marked Annexures \_\_\_\_\_ for the consideration of Rs. \_\_\_\_\_/- including Rs. \_\_\_\_\_ being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Second Schedule** hereto (the price of the Flat/ Shop/ Unit including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

- (ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing no. \_\_\_\_\_, admeasuring \_\_\_\_\_ Sq. Ft. having \_\_\_\_\_ ft. length x \_\_\_\_\_ ft. breadth x \_\_\_\_\_ ft. vertical clearance and situated at \_\_\_\_\_ Basement and/or stilt and /or \_\_\_\_\_ podium, being constructed in the layout for the consideration of Rs. \_\_\_\_\_ /-

- (iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing nos. \_\_\_\_\_, admeasuring \_\_\_\_\_ Sq. Ft. having \_\_\_\_\_ ft.

length x \_\_\_\_\_ ft. breadth x \_\_\_\_\_ ft. vertical clearance and situated at \_\_\_\_\_ Basement and/or stilt and /or \_\_\_\_\_ podium, being constructed in the layout for the consideration of Rs. \_\_\_\_\_ /-

OR

(iii) The Allottee has requested to the Promoter for allotment of an open parking space and the Promoter hereby agrees to allot to the Allottee an open parking space bearing no. \_\_\_\_\_, admeasuring \_\_\_\_\_ Sq. Ft., having \_\_\_\_\_ ft. length x \_\_\_\_\_ ft. breadth, without consideration.

1(b) The total aggregate consideration amount for the Flat/ Shop/ Unit including garages/covered parking spaces is thus Rs. \_\_\_\_\_/- (“Sale Consideration”).

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (not exceeding 10% of the total Sale Consideration) as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) and same shall be deposited in RERA Designated Collection Bank Account No. \_\_\_\_\_ Bank \_\_\_\_\_ Branch having IFSC Code \_\_\_\_\_ situated at \_\_\_\_\_. In addition to the above bank account, Promoter has opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account No. \_\_\_\_\_ and No. \_\_\_\_\_ respectively.

It is clarified that Promoter being sole and exclusive owner of the Real Estate Project Land, therefore, there is no area sharing or revenue sharing agreement with any third party.

Allottee hereby agrees to pay to that Promoter the Balance Sale Consideration amount in following manner:

Sr. No.	Particulars	Percent
1.	On booking	10%
2.	To be paid on or before Execution & Registration of Agreement for Sale (including balance portion of the earnest money)	20%
3.	On Completion of the plinth	15%
4.	On Completion of 1 <sup>st</sup> Slab	01%

1(d) The Total Price above excludes Taxes (consisting of tax paid or paya

5.	On Completion of 2 <sup>nd</sup> Slab	01%
6.	On Completion of 3 <sup>rd</sup> Slab	02%
7.	On Completion of 5 <sup>th</sup> Slab	02%
8.	On Completion of 7 <sup>th</sup> Slab	02%
9.	On Completion of 9 <sup>th</sup> Slab	02%
10.	On Completion of 11 <sup>th</sup> Slab	02%
11.	On Completion of 13 <sup>th</sup> Slab	02%
12.	On Completion of 15 <sup>th</sup> Slab	02%
13.	On Completion of 17 <sup>th</sup> Slab	02%
14.	On Completion of 19 <sup>th</sup> Slab	02%
15.	On Completion of 21 <sup>st</sup> Slab	02%
16.	On Completion of 23 <sup>rd</sup> Slab	02%
17.	On Completion of 24 <sup>th</sup> Slab	01%
18.	On Completion of walls, Internal Plaster of the Said Apartment	05%
19.	On Completion of staircases, Lift Wells, Lobbies upto the Floor level of the said Apt.	05%
20.	On Completion of External Plumbing, External Plaster, Elevation, Terraces with Water Proofing of the building or Wing in which the said Apartment is located.	05%
21.	On Completion of Lifts, water Pumps of the said building	05%
22.	On Completion of Electrical fittings, Electro, mechanical & environment requirements, entrance lobby, paving of the areas of the said building.	05%
23.	On receipt of Occupancy certificate or Completion Certificate.	05%
	<b>Total</b>	<b>100%</b>

ble by the Promoter by way of (Value Added Tax, Service Tax,) GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the said Flat/ Shop/ Unit.

- 1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/ order/ rule/ regulation published/ issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments \_\_\_\_\_ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 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 Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- 1(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.

- 2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat/ Shop/ Unit to the Allottee, obtain from the concerned local authority

occupancy and/or completion certificates in respect of the Flat/ Shop/ Unit.

- 2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Flat/ Shop/ Unit to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate. Similarly, the Allottee shall make 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 by the Promoter as provided in clause 1 (c) ("Payment Plan") herein above.
3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the Real Estate Project Land is \_\_\_\_\_ square meters only and Promoter has planned to utilize Floor Space Index \_\_\_\_\_ square meters 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 Unified 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 \_\_\_\_\_ square meters as proposed to be utilized by him on the Real Estate Project Land in the said Real Estate Project and Allottee has agreed to purchase the said Flat/ Shop/ Unit based on the proposed construction and sale of Flat/ Shop/ Unit to be carried out by the Promoter by utilizing the proposed FSI/TDR and on the understanding that the declared proposed FSI/TDR shall belong to Promoter only.
- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Flat/ Shop/ Unit /Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(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 Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post A.D. at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his 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 Allottee 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.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Flat/ Shop/ Unit which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Flat/ Shop/ Unit as are set out in Annexure \_\_\_\_\_, annexed hereto.
6. The Promoter shall give possession of the Flat/ Shop/ Unit to the Allottee on or before **31<sup>st</sup> day of December, 2031**. If the Promoter fails or neglects to give possession of the Flat/ Shop/Unit to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Flat/ Shop/ Unit with interest at the same rate as mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat/ Shop/ Unit on the aforesaid date, if the completion of building in which the Flat/ Shop/ Unit 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 the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Flat/ Shop/ Unit to the Allottee in terms of this Agreement to be taken within 7 (seven days from the date of issue of such notice and the Promoter shall give possession of the Flat/ Shop/ Unit to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate/ part occupation certificate of the Project. The Allottee shall not make any complaint on account of pollution arising out of

ongoing construction if possession is handed over by obtaining part occupation certificate during course of completion of the project.

- 7.2 The Allottee shall take possession of the Flat/ Shop/ Unit within 15 days of the written notice from the Promoter to the Allottee intimating that the said Flat/ Shop/ Unit is ready for use and occupancy:
- 7.3 **Failure of Allottee to take Possession of Flat/ Shop/ Unit:** Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Flat/ Shop/ Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be required by Promoter and the Promoter shall give possession of the Flat/ Shop/ Unit to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable from the date of expiry of the possession notice period.
- 7.4 If within a period of five years from the date of handing over the Flat/ Shop/ Unit to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Flat/ Shop/ Unit or the building in which the Flat/ Shop/ Unit is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.
8. The Allottee shall use the Flat/ Shop/ Unit or any part thereof or permit the same to be used only for purpose as approved by the KDMC. The Allottee shall use the garage or parking space only for purpose of keeping or parking his own vehicle/s.
9. The Allottee along with other allottee(s) of Flats/ Shops/ Units 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 days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the one or more common organization of Allottees in the Real Estate Project. No objection shall be taken by the Allottee 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 or as may be advised by the Advocates for Promoter.

Provided that in the absence of local laws, the association of allottees by whatever name called, shall be formed within a period of

three months of the majority of allottees having booked their plot or apartment or building, as the case may be, in the project.

Where a Co-operative Housing Society or a Company or any other legal entity of Allottees is to be constituted for a single building not being part of a layout; or in case of layout of more than 1 Building or a Wing of 1 Building in the layout, the Promoter shall submit the application in that behalf to the Registrar for registration of the Co-Operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 or a Company or any other legal entity, within three months from the date on which 51 % (Fifty-one percent) of the total number of Allottees in such a Building or a Wing, have booked their Apartment.

Where a Promoter is required to form an Apex Body either as a Federation of separate and independent Co-operative Housing Societies or Companies or any other Legal Entities or as a Holding Company of separate and independent Co-operative Housing Societies or Companies or any other Legal Entities, then the Promoter shall submit an application to the Registrar for registration of the Co-Operative Society or the Company to form and register an Apex Body in the form of Federation or Holding entity consisting of all such entities in the Layout formed. Such application shall be made within a period of three months from the date of the receipt of the Occupancy Certificate of the last of the building which was to be constructed in the Layout.

- 9.1 The Promoter shall, within three 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 Vendor/Lessor/Original Owner/ Promoter and/or the owners in the said structure of the Building or wing in which the said Flat/ Shop/ Unit is situated.
- 9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.
- 9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Flat/ Shop/ Unit is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat/ Shop/ Unit ) of outgoings in respect of the Real Estate Project Land and Buildings namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, managers bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project Land and Real Estate Project. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The

Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. \_\_\_\_\_/- per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing 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.

10. The Allottee shall on or before delivery of possession of the said Flat/Shop/ Unit keep deposited with the Promoter, the following amounts :-
  - (i) Rs. \_\_\_\_\_/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
  - (ii) Rs. \_\_\_\_\_/- for formation and registration of the Society or Limited Company/Federation/ Apex body.
  - (iii) Rs. \_\_\_\_\_/- for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body.
  - (iv) Rs. \_\_\_\_\_/- for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
  - (v) Rs. \_\_\_\_\_/- For Deposit towards Water, Electric, and other utility and services connection charges &
  - (vi) Rs. \_\_\_\_\_/- for deposits of electrical receiving and Sub Station provided in Layout.
11. The Allottee shall pay to the Promoter a sum of Rs. \_\_\_\_\_/- 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 said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.
13. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

- (i) The Promoter has clear and marketable title with respect to the Real Estate Project Land as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the Real Estate Project Land and also has actual, physical and legal possession of the Real Estate Project Land for the implementation of the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- (iii) There are no encumbrances upon the Real Estate Project Land or the Project except those disclosed in the title report;
- (iv) There are no litigations pending before any Court of law with respect to the Real Estate Project Land or Project except those disclosed in the title report;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Real Estate Project Land and said building/wing 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 Project, Real Estate Project Land and said building/wing shall be 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 Project, Real Estate Project Land, Building/wing 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 Allottee 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 Real Estate Project Land, including the Project and the said Flat/ Shop/ Unit which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat/ Shop/ Unit to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottees;

- (x) 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;
  - (xi) 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 Real Estate Project Land) has been received or served upon the Promoter in respect of the Real Estate Project Land and/or the Project except those disclosed in the title report.
14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Flat/ Shop/ Unit may come, hereby covenants with the Promoter as follows:
- (i) To maintain the Flat/ Shop/ Unit at the Allottee's own cost in good and tenantable repair and condition from the date of possession of the Flat/ Shop/ Unit is taken and shall not do or suffer to be done anything in or to the building in which the Flat/ Shop/ Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat/ Shop/ Unit is situated and the Flat/ Shop/ Unit itself or any part thereof without the consent of the local authorities, if required.
  - (ii) Not to store in the Flat/ Shop/ Unit 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/ Shop/ Unit 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/ Shop/ Unit is situated, including entrances of the building in which the Flat/ Shop/ Unit is situated and in case any damage is caused to the building in which the Flat/ Shop/ Unit is situated or the Flat/ Shop/ Unit on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
  - (iii) To carry out at his own cost all internal repairs to the said Flat/ Shop/ Unit and maintain the Flat/ Shop/ Unit in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Flat/ Shop/ Unit is situated or the Flat/ Shop/ Unit 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 Allottee committing any act in contravention of the above provision, the Allottee 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 Flat/ Shop/ Unit 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 Flat/ Shop/ Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/ Shop/ Unit is situated and shall keep the portion, sewers, drains and pipes in the Flat/ Shop/ Unit 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 Flat/ Shop/ Unit 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 Flat/ Shop/ Unit without the prior written permission of the Promoter and/or the Society or the Limited Company.
- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat/ Shop/ Unit 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 Flat/ Shop/ Unit in the compound or any portion of the project land and the building in which the Flat/ Shop/ Unit is situated.
- (vii) Pay to the Promoter within fifteen days of demand by the Promoter, his 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 Flat/ Shop/ Unit 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 Flat/ Shop/ Unit by the Allottee for any purposes other than for purpose for which it is sold.
- (ix) The Allottee 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/ Shop/ Unit until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- (x) The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation 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/ Shop/ Unit 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 Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat/ Shop/ Unit 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 structure of the building in which Flat/ Shop/ Unit is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- (xii) Till a conveyance of the Real Estate Project Land on which the building in which Flat/ Shop/ Unit is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee 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 they have 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 Real Estate Project, Real Estate Project Land or common areas or any part thereof. The Allottee shall have no claim save and except in respect of the Flat/ Shop/ Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

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

After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Flat/ Shop/ Unit 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 Allottee who has taken or agreed to

take such Flat/ Shop/ Unit. Provided that the Promoter shall have right to avail project finance by mortgaging the said Property and underlying land, save and except the said Flat/ shop/ unit.

**18. BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee 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 Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee 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 Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee 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 Flat/ Shop/ Unit /plot/building, 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 ALLOTTEE / SUBSEQUENT ALLOTTEES**

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 shall equally be applicable to and enforceable against any subsequent Allottees of the Flat/ Shop/ Unit in case of a transfer, as the said obligations go along with the Flat/ Shop/ Unit 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 SHAREWHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Flat/ Shop/ Unit to the total carpet area of all the Flat/ Shop/ Unit in the 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 Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Kalyan.

26. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office 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 Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D or through Email ID at their respective addresses specified below:

Name of Allottee \_\_\_\_\_

\_\_\_\_\_

(Allottee's Address)

Email ID: \_\_\_\_\_

Phone No. \_\_\_\_\_

M/s Promoter name \_\_\_\_\_

\_\_\_\_\_

(Promoter Address)

Email ID: \_\_\_\_\_

Phone No. \_\_\_\_\_

It shall be the duty of the Allottee 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 Allottee, as the case may be.

**28. JOINT ALLOTTEES**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee 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 Allottees.

**29. Stamp Duty and Registration:-** The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.

**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.

**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 courts will have the jurisdiction for this Agreement.

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement for sale at Kalyan in the presence of attesting witness, signing as such on the day first above written.

**FIRST SCHEDULE ABOVE REFERRED TO**

[Description of the Real Estate Project Land and all other details]

All that piece and parcel of non-agricultural land area admeasuring 11032.75 sq.mtrs. exclusively dedicated to Phase - II Real Estate Project "Sunraj Solitaire" situated at

Revenue Mouje Golavli, Taluka Kalyan, Dist. Thane out of entire larger plot of land admeasuring ground land area 18030 sq.mtrs. (as much shown in the table annexed in the recital part of this agreement) within the local limits of Kalyan Dombivali Municipal Corporation, Registration Dist. Thane, Sub-registration Dist. Kalyan and more particularly forming part of land bearing Survey Nos. 25/9, 28/16, 28/18, 29/1, 29/2, 29/3, 29/4, 29/6, 29/7, 29/14, 30/1, 28/15, 28/17, 25/10, 28/3, 28/14 and boundaries of the Real Estate Project land more particularly are shown and delineated on the plan Annexure -1 with different colours and also shown on the sanctioned and approved building plan of the Kalyan Dombivali Municipal Corporation bearing their outward No. KDMC/TPD/BP/27 Villages/2023-24/13 dated 27/9/2023.

**SECOND SCHEDULE ABOVE REFERRED TO**

**A.) Description of the common areas provided:**

Sr. no.	Type of common areas provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size/area of the common areas provided
1	MULTIPURPOSE COURT	30/11/2028	31/12/2028	288.20 Sq. Mtrs
2	AMPHITHEATRE	30-11-2028	31-12-2028	67.87SQMT
3	CHILDREN'S PLAY AREA	30-11-2028	31-12-2028	174.71SQMT
4	YOGA DECK	31-12-2029	31-03-2030	106.26SQMT
5	PARTY DECK	31-12-2029	31-03-2030	192.40SQMT
6	SWIMMING POOL	31-12-2029	31-03-2030	108.35 SQMT
7	MULTIPURPOSE HALL	31-12-2029	31-03-2030	169.74SQMT
8	GAME'S ROOM	31-12-2029	31-03-2030	39.55 SQMT
9	GYMNASIUM	31-12-2029	31-03-2030	106.33 SQMT
10	LOBBY-BUILDING 1	31-12-2028	31-03-2029	43.33SQMT
11	LOBBY-BUILDING 2	31-12-2029	31-03-2030	43.33SQMT
12	LOBBY-BUILDING 3	31-12-2030	31-03-2031	43.33SQMT

**B.) Facilities/amenities provided/to be provided within the building including in the common area of the building:**

Sr. no.	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/common organization	Size/area of the facilities/ amenities	FST Utilized or free of FSI
1	LOBBY-BUILDING 1	1	31/12/2028	31/03/2029	43.33 Sq. Mtrs	Utilized FSI
2	LOBBY-BUILDING 2	2	31/12/2029	31/03/2030	43.33 Sq. Mtrs	Utilized FSI
3	LOBBY-BUILDING 3	3	31/12/2030	31/03/2031	43.33 Sq. Mtrs	Utilized FSI

**C.) Facilities/ amenities provided/to be provided within the Layout and/or common area of the Layout:**

Sr. no	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/common organization	Size/area of the facilities/ amenities	FST Utilized or free of FSI
1	MULTIPURPOSE COURT	1	30-11-2028	31-12-2028	288.20 SQ.MT	FREE OF FSI
2	AMPHITHEATRE	1	30-11-2028	31-12-2028	67.87SQ.MT	FREE OF FSI
3	CHILDREN'S PLAY AREA	1	30-11-2028	31-12-2028	174.71SQ.MT	FREE OF FSI
4	YOGA DECK	2	31-12-2029	31-03-2030	106.26 SQ.MT	FREE OF FSI
5	PARTY DECK	2	31-12-2029	31-03-2030	192.40 SQ.MT	FREE OF FSI
6	SWIMMING POOL	2	31-12-2029	31-03-2030	108.35 SQ.MT	FREE OF FSI
7	MULTIPURPOSE HALL	2	31-12-2029	31-03-2030	169.74 SQ.MT	UTILISED FSI
8	GAME'S ROOM	2	31-12-2029	31-03-2030	39.55 SQ.MT	UTILISED FSI
9	GYMNASIUM	2	31-12-2029	31-03-2030	106.73 SQ.MT	UTILISED FSI

**D.) The size and the location of the facilities/ amenities in form of open spaces ( RG / PG etc.) provided/ to be provided within the plot and/ or within the layout.**

Sr. no	Type of open spaces (RG/PG) to be provided	Phase name/ number	Size open spaces to be provided	Proposed Date of availability for use	Proposed Date of handing over to the common organization
1	Recreational Ground	1	1105 Sq. Mtrs.	31/12/2028	31/12/2030

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**E.) Details and specifications of the lifts:**

Sr. no.	Type Lift (passenger/ service /stretcher/goods/fire evacuation/ any other	Total no. of Lifts provided	Number of passenger or carrying capacity in weight (kg)	Speed (mtr/sec)
1	PASSENGER LIFT	3	10 PERSON (680 KG)	2.5 MTR/ SEC
2	SERVICELIFT	1	20 PERSON (1360 KG)	1.75 MTR/ SEC
3	PASSENGER LIFT	3	10 PERSON (680 KG)	2.5 MTR/SEC
4	VICE LIFT	1	20 PERSON (1360 KG)	1.75 MTR/ SEC
5	PASSENGERLIFT	3	10 PERSON (680 KG)	2.5 MTR/ SEC
6	ERVICE LIFT	1	20 PERSON (1360 KG)	1.75 MTR/ SEC
7	PASSENGER LIFT	2	10 PERSON (680 KG)	2.5 MTR/SEC

**THIRD SCHEDULE ABOVE REFERRED TO**

Name / Number of Buildings : Phase II - Sunraj Solitaire  
Building No. \_\_\_\_\_

Floor : \_\_\_\_\_

Flat/Shop/Office/ Commercial Unit No. : \_\_\_\_\_

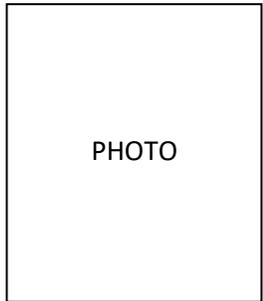
Flat/Shop/Office/ Commercial Unit -Carpet Area : \_\_\_\_\_ Sq. Mtrs.  
(RERA carpet) equivalent to \_\_\_\_\_ square feet

Constructed or have undertaken to construct Real Estate Project Phase - II “Sunraj Solitaire” on portion of the land dedicated to the project and more particularly written in schedule I above and forming part of land bearing Survey Nos. 25/9, 28/16, 28/18, 29/1, 29/2, 29/3, 29/4, 29/6, 29/7, 29/14, 30/1, 28/15, 28/17, 25/10, 28/3, 28/14 of revenue mouje Golavali, Dombivali (E), Taluka Kalyan, District Thane.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Dombivali (East), in the presence of attesting witness, signing as such on the day, month and year mentioned and written here above.

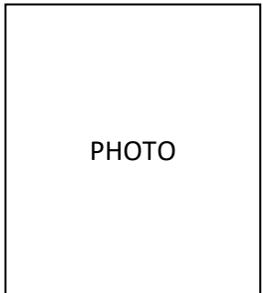
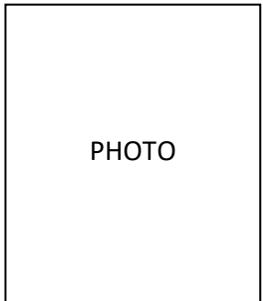
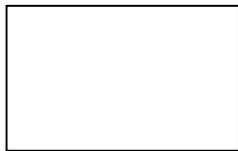
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Signed and delivered )  
by the within named ‘Promoter’ )  
**M/S. SUNRAJ CONSTRUCTION** )  
Through Proprietor )  
Shri Vashdev Bachomal Khushalani )  
PAN : AACPK0099B )  
In presence of ..... )



**PROMOTER**

Signed and delivered )  
by the within named ‘Allottees’ )  
**1) Mr. \_\_\_\_\_** )  
PAN : \_\_\_\_\_ )



Signed and delivered )

by the within named 'Allottees' )

2) Mrs. \_\_\_\_\_ )

PAN : \_\_\_\_\_ )

In presence of ..... )

ALLOTTEES

Witness :

1. Name \_\_\_\_\_ 2. Name \_\_\_\_\_

Signature

Signature

Annexures

1. Layout Plan showing Future Development
2. Title Certificate
3. Commencement Certificate/ Building construction Permission
4. Flat/ shop floor plan
5. RERA certificate
6. 7/12
7. Mutation Entry

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