

## **AGREEMENT FOR SALE**

This **Agreement for Sale** ("Agreement") made at ..... this .....day of \_\_\_\_\_ in the year Two Thousand and Twenty-Five

### **BY AND BETWEEN**

**M/s. ADITYARAJ HOUSING CORPORATION**, PAN No: ABWFA5910E, a Partnership Firm through its authorized partners Mr. Rajkumar Gyanchand Khushalani & Mr. Monty Rajkumar Khushalani, having their registered office at Shop No. 9, Ground Floor, Kambodhi CHS LTD., Building No. 106, Road No. 13, Tilak Nagar, Chembur, Mumbai – 400089, hereinafter referred to as "**the Promoter**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its succession-in-interest and assigns) of the **One Part**

### **AND**

MR./MRS. \_\_\_\_\_, Holder of Income Tax Permanent Account No. \_\_\_\_\_P\_\_\_\_, Adult, Aged about \_\_\_\_ years, Occupation \_\_\_\_\_, Indian \_\_\_\_\_ Inhabitants, \_\_\_\_\_ presently residing \_\_\_\_\_ at \_\_\_\_\_, hereinafter called and referred to as "**the Allottee/s**"/ **Purchaser**" (which expression shall unless to be repugnant to the context or meaning thereof, mean and include his/ her/ their heirs, executors, administrators and assigns) of the **Other Part**.

The "Promoter" and "Allottee's/Purchaser" are hereinafter collectively referred to as the "Parties" or individually as a "Party."

### **WHEREAS:**

- A. Prior to December 1977, the Maharashtra Housing Board (formerly the Bombay Housing Board [B. H. B.]) a statutory body duly constituted under the Maharashtra Housing Board Act, 1948 (BOM.LXIX of 1948) (hereinafter referred to as "the Board") was the owner of, and/or well and sufficiently entitled to a large tract of land situate at Chembur (East), Mumbai-400071.
- B. The said Maharashtra Housing Board stood dissolved pursuant to the constitution of the Maharashtra Housing and Area Development Authority (MHADA) a statutory corporation constituted under the Maharashtra

Housing and Area Development Act, 1976 (Maharashtra XXVIII of 1977) having its office at Griha Nirman Bhavan, Kalanagar, Bandra (East), Mumbai – 400051 (hereinafter referred to “MHADA” or “Authority”), duly constituted with effect from the 5th day of December 1977 under Government Notification No. ARD-1077 (1)/desk - 44, dated 5th December 1977, of the Public Works and Housing Department, Government of Maharashtra, operation of Section 15 of the said Act.

- C. Under clauses (a) and (b) of Section 189 of the said Act, all the property rights, liabilities and obligations of the said dissolved Board including those arising under any agreement or contract have become the property, rights, liabilities and obligations of the said Authority.
- D. The Board was, inter-alia, possessed of or otherwise well and sufficiently entitled to a piece or parcel of land bearing Survey No. 67 to 71 (Part), City Survey No. 833 (Part), as per MHADA approved layout Plot admeasuring is about \_\_\_\_\_ sq. meters. The said area along with any available tit bit land attached with the society’s building at Subhash Nagar, Chembur (East), Mumbai-400071, in the Revenue and Registration District of Mumbai Suburban District (hereinafter referred to as “the said land”).
- E. The said land became the property of the said Authority and all rights, liabilities and obligations of the Board as aforesaid in relation to the said land have become the rights, liabilities and obligation of the said Authority
- F. The Government of India formulated a Housing Scheme viz. “Subsidized Industrial Housing Scheme” (hereinafter referred to as “the said scheme”) for the construction and allotment of tenements on rental basis to industrial workers. The Board had in pursuance of the said scheme built, inter alia, a bearing building No.22 on the said land, for housing industrial workers, as provided in the said scheme. The tenements in the said building were allotted by the Board to industrial workers on rental basis.
- G. The Society members being present holders/allottees of the tenements in the Existing Building.
- H. The allottees of the Rooms in Building No.22 at Subhash Nagar, Chembur (East), Mumbai – 400071, have formed and/or registered themselves as a Co-operative Housing Society named and/or registered as the “**Chembur Shivsmruti Co-operative Housing Society Ltd.**” a Cooperative Housing Society Registered under section 9 (1) of the Maharashtra Co-operative Societies Act, 1960 (Maharashtra Act XXIV of 1961), bearing registration No. BOM/H.S.G/7647 of 1981 dated 30/06/1981 (hereinafter referred to as “the SAID SOCIETY”).

- I. The said Authority by an Indenture registered with the sub-registrar, bearing Sr. No. BDR-3488/1993,(hereinafter referred to as “the said Lease”), granted lease in respect of the said land bearing Survey No. 67 to 71(Part), City Survey No. 833(Part) admeasuring about 1300.65 square meters (as per Lease Deed) at Building No.22, Subhash Nagar, Chembur (East), Mumbai-400071, in favour of the said Society, for a term of 99 years, commencing from the 01/04/1980 for the lease rent of Rs. 432=00 (Rupees Four Hundred Thirty-Two Only) per annum on the terms and conditions, as the authority may deem fit.
- J. The said building being Building No. 22, situated at Subhash Nagar, Chembur (East), Mumbai, consisting of ground + 2 floors with 36 tenements, constructed on the said land (hereinafter referred to as the “Existing Building”) was conveyed, sold and transferred to the Society, by a Deed of Sale dated 05/07/1993, which is registered with sub registrar under registration number BDR-3490-1993 executed between the said Authority and the Society, duly registered with the, for the consideration and on the terms and conditions set out therein and the names of 36 Tenants in the said building.
- K. Accordingly, Chembur Shivsmruti Co-operative Housing Society Ltd, (hereinafter referred to as “the Society”) became the lessee of the said land and the owners of the building No. 22 standing thereon and 36 tenements in the said building were allotted to the then members of the Society (the said Land together with the said building are hereinafter collectively referred to as the “said Property”).
- L. In the year 2007, the society had appointed the developer M/s G.A Builders Pvt. Ltd for redevelopment of the said property. However, the erstwhile developer failed to carry out the redevelopment work of the said property. Resultantly all the members of the society suffered immensely for more than 12 years. The society terminated the appointment of the erstwhile developers through the termination letter dated, 08/08/2019. Thereafter, arbitration proceedings were initiated between the parties and the proceedings was finally culminated in ad interim order dated 04th December 2019 and as resultant the society is at liberty to appoint new developer of their choice or opt for self-redevelopment. The society therefore possesses the said society’s property as per order of court dated 08.03.2022 and the possession was already handed over to the said society on 10.03.2022.
- M. Post termination of the erstwhile developer and upon receipt of the said Court order, the society was at liberty to go for redevelopment by appointing new developer or to adopt self-redevelopment procedure of their choice. Thereupon considering all the factors the society has chosen to go with the redevelopment of the said property through appointing the new developer who can successfully complete the stall project of the society.

- N. Thereon the society has received various offer letters of the different developer, pursuant thereto after negotiations, meetings and discussions held by and between the society and developer, the Society has appointed the developer herein namely **M/s Adityaraj Housing Corporation** (Adityaraj Group), as the Developers for redevelopment of the said Property and execution of the said project, on terms and condition as mutually agreed and specified in the development Agreement.
- O. By and under the Development Agreement dated 03.11.2023 executed between Chembur Shivsmruti Co-operative housing Society Ltd. therein referred to as Society of the one part and M/s. Adityaraj Housing Corporation (Adityaraj Group), therein referred to as “the Developers” of the Second Part and 36 Members of the said society, therein referred to as “the Confirming Party/ Members of Society” of the Third Part” which is duly registered with Sub Registrar of assurances at \_\_\_\_\_ under registration No. \_\_\_\_\_ (hereinafter referred to as “the Development Agreement”) through this deed said Society granted development rights in respect of the said Property to and in favour of the Developer for the consideration and on the terms and conditions mentioned therein (“said Development Agreement”) and also have executed Power of Attorney dated 03.11.2023 in favour of the Developer and its partners which is registered with Sub Registrar , \_\_\_\_\_ under serial No. \_\_\_\_\_ (hereinafter referred to as the Power of Attorney”).
- A. M/s Adityaraj Housing Corporation has undertaken the redevelopment work of the said property by demolishing the standing structure and constructing a new building on the said land and providing to the existing members of the society new flats having agreed RERA carpet area and amenities in the new building free of cost as set out therein the development agreement and further the developer is free to sell the remaining Flats with or without parking areas in the said new building (hereinafter referred to as “Developer Allocated Area”) by utilizing maximum permissible floor space index (FSI) including fungible/additional FSI and/or by loading Transferrable Development Rights (TDR) for construction of the new building on the said land.
- P. Pursuant to the Development Agreement, the Developer has obtained from MHADA the Intimation of Approval (IOA) Bearing No.EE/BP CELL/GM/MHADA-29/1210/2022/IOA/1/New dated 14.1.2022, and Commencement Certificate (CC) Bearing No. MH/EE/(BP)/GM/MHADA-29/1210/2025/CC/1/New dated 23.01.2025 for redevelopment of the said building and construction of new building on the said land upto Plinth

level. A copy each of IOA, CC is annexed hereto and marked as Annexure “\_\_” and “\_\_” respectively

- Q. The Developer has entered into standard agreement with an Architect Registered with the Council of Architect viz. Mr. Chandan Kelekar an Architect Firm duly registered with the Council of Architects, for Architectural work concerning development of the Property including preparation of the layout and construction plans of the new building and such Agreement is as per the Agreement Prescribed by the Council of Architects. Further The Developer has appointed a Structural Engineer viz. Navinderpal Singh for preparation of structural designs and drawings of the new building and the Developer has accepted the professional supervision of Architect and Structural Engineer till the completion of the new building, subject to the reservation of rights and authority by the Developer to change the Architect and/or Structural Engineer, as the case may be, and to appoint new Architect or Structural Engineer for completion of the new building.
- R. By virtue of the development agreement/Power of Attorney the Developer has sole and exclusive rights to sell the residential/commercial Apartments in the said building/s to be constructed by the Developer on the project land and to enter into Agreement/s with the Purchaser/s of the said Apartments to receive the sale consideration in respect thereof.
- B. The Developer has registered the project under the provisions of the Real Estate Regulatory Authority with the Maharashtra Real Estate Regulatory Authority (Maha RERA) vide registration No. \_\_\_\_\_, authenticated copy is attached in Annexure “\_\_”.  
(MCGM Assessment Number / SAC NO - \_\_\_\_\_)
- S. On demand from the Purchaser/s, the Developer has given inspection to the Purchaser/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Developer's Architects Mr. Chandan Kelekar (“Architect”), and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;
- T. The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Developer, authenticated copies of Property card or any other relevant revenue record showing the nature of the title of the Developer to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure ‘\_\_’ and ‘\_\_’, respectively.

- U. The authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Purchaser/s, as sanctioned and approved by the local authority have been annexed and marked as Annexure “\_\_”.
- V. The Developer has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s 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 Building.
- W. 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 Developer while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.
- X. Accordingly, the Developer has commenced construction of the new building on the said land as per plans and specifications sanctioned by MHADA and completed the construction up to \_\_\_\_\_.
- Y. The Purchaser(s) being desirous of purchasing a residential/commercial apartment in the new building and accordingly they have applied to the Developer for allotment of an Apartment being flat/shop/office No. \_\_\_ on \_\_\_ floor situated in the Chembur Shivsmruti Co-op. Housing Society Ltd being constructed in the phase of the said Project. The Purchaser(s) has carried out independent search and satisfied himself/herself/themselves regarding the marketable title and rights and authorities of the Developer herein to develop the said Property and being so satisfied, has offered to purchase and the Developer has agreed to sell to the Purchaser(s), the Residential/commercial Apartment bearing Flat/Shop/Office No. \_\_\_\_, on the \_\_\_ Floor of the new building called \_\_\_\_\_ (Project name – \_\_\_\_\_) (hereinafter referred to as the said “Building”), which forms part of the Developer Allocated Area and is more particularly described in the Second Schedule hereunder written, forming (hereinafter referred to as the “Apartment/Flat/Shop/Unit”).
- Z. The carpet area of the said Commercial/Residential Apartment being Flat/Shop/Office is \_\_\_ square meters and "Rera carpet area" \_\_\_ sq. ft. means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser/s,

but includes the area covered by the internal partition walls of the apartment.

- AA. 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;
- BB. The Purchaser has taken inspection of the approved building plans sanctioned by MHADA for construction of the new building. The floor plan, showing the said Apartment in cross lines, is annexed hereto and marked as Annexur “\_\_”.
- CC. The Purchaser is aware of the fact that the Developer herein has entered or will enter into similar or separate agreements with several other purchaser/s of the other apartment/s forming part of the Developer Allocated Area in the new building.
- DD. Under Section 13 of the Real Estate (Regulation and Development) Act, 2016 read with Rule 10 of Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of estate agents, rates of interest and disclosures on website) Rules, 2017, the Developer is required to execute the written Agreement for sale of the Apartment to the Purchaser, being these presents and to present the same for registration under the provisions of Indian Registration Act, 1908.
- EE. The Purchaser on going through and accepting all the conditions of sanctioned plans and other sanctions/approvals, has agreed to purchase the said Commercial/Residential Apartment being Flat/Shop/Office No. \_\_\_\_ for the consideration and on the terms and conditions herein contained. All such conditions shall be binding on the Purchaser.
- FF. Prior to the execution of these presents the Purchaser/s has paid to the Developer a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), being part payment of the sale consideration of the Commercial/Residential Apartment being Flat/Shop/Office No. \_\_\_\_ agreed to be sold by the Developer to the Purchaser/s as advance payment or Application Fee (the payment and receipt whereof the Developer both hereby admit and acknowledge) and the Purchaser/s has agreed to pay to the Developer the balance of the sale consideration in the manner hereinafter appearing.

GG. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties herein, the Developer hereby agrees to sell and the Purchaser/s hereby agrees to purchase the Commercial/Residential Apartment being Flat/Shop/Office. \_\_\_ and the Stilt/Mechanical/Tower Car parking (if applicable)

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

**1 DEVELOPER TO CONSTRUCT THE BUILDING AND PURCHASER TO PURCHASE THE RESIDENTIAL/COMMERCIAL APARTMENT**

1.1 The Developer shall construct the new building proposed to be named as "Chembur Shivsmruti Co-operative Housing Society Ltd." (hereinafter referred to as the "Building"), or such other name as the Developer in its sole discretion may decide, on the said land, more particularly described in the First Schedule hereunder written, consisting of ground floor as part stilt/Mechanical/ Tower Parking, Part commercial and first floor as residential and maximum 16 floors, having one/two wings and having any no. of flats per floor/per wing, on the project land forming part of the said Property in accordance with the plans, designs and specifications approved..

**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 Apartment/Flat/Shop of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1.2 (i) The Allottee hereby agrees to purchase from the PROMOTER and PROMOTER hereby agree to sell to the Allottee Apartment/Flat /Shop No.\_\_\_\_\_, of the type \_\_\_\_\_, of RERA carpet area admeasuring \_\_\_\_\_ sq. meters, on \_\_\_\_\_ floor, in the Building No.\_\_\_\_, \_\_\_\_\_ wing, (hereinafter referred to as "the said Apartment/Flat /Shop") as shown in the Floor plan thereof hereto annexed and marked Annexure-'\_\_\_' and \_\_\_ for the consideration of Rs.\_\_\_\_\_/ (Rupees\_\_\_\_\_only) 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 annexed herewith. (the price of the Apartment/Flat/Shop 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, covered car parking space at \_\_\_ level/basement/podium/stilt/mechanical car parking unit bearing no. \_\_\_\_\_ admeasuring \_\_Sq.Ft. having \_\_\_Ft. length x\_\_ ft. breadth \_\_\_x ft. vertical clearance.

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

(iii) The total aggregate consideration amount for the apartment/Flat /Shop/Unit including/Excluding Stilt/Tower/Mechanical Stack Car parking spaces is thus Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only). Or

(iv) The Purchaser hereby acknowledges that since he / she/they have not been allotted or sold any car parking space under Stilt/Tower /Mechanical Stack Car parking spaces of the new building, he/she/they will not claim any parking slot until and unless it is specifically allotted to him /her/ them in writing. (In case car parking not sold)

1.3 The Allottee has paid on or before execution of this agreement a sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (not exceeding 10% of the total consideration plus) as advance payment or application fee and hereby agrees to pay to the PROMOTER the balance amount of Rs .....( Rupees .....)

Allottee hereby agrees to pay to that Promoter the Said Balance Amount in the following manner:

- i. Amount of Rs...../- (.....) (not exceeding 30% of the total consideration) to be paid to the PROMOTER after the execution of Agreement
- ii. Amount of Rs...../- (.....) (not exceeding 45% of the total consideration) to be paid to the PROMOTER on completion of the Plinth of the building or wing in which the said Apartment is located.
- iii. Amount of Rs...../- (.....) (not exceeding 70% of the total consideration) to be paid to the PROMOTER on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- iv. Amount of Rs...../- (.....) (not exceeding 75% of the total consideration) to be paid to the PROMOTER on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the PROMOTER on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- vi. Amount of Rs...../- (.....) ( not exceeding 85% of the total consideration) to be paid to the PROMOTER on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located..

vii. Amount of Rs...../- (.....) (not exceeding 95% of the total consideration) to be paid to the PROMOTER on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

viii. Balance Amount of Rs...../- (.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

1.4 The Allottee agrees that the amount payable on possession shall be payable by the Allottee before handover of physical possession of the Apartment or on receipt of Completion Certificate from Architect/Occupation Certificate from Authorities, whichever is earlier.

1.5 The installments referred herein above and payable by the Allottee shall be paid on the respective due dates strictly as per the aforesaid time schedule without any delay or default as time in respect of payment of installments in respect of all amounts payable under this Agreement, the time being the essence of the contract. The Promoter shall forward to the Allottee, at the address given by the Allottee in this Agreement, intimation recording the Promoter having commenced the particular stage of the work. The Allottee shall be bound to pay the amount of the installments due within 15 days from the date of demand i.e. the Promoter dispatching such intimation by post or through Courier Service at the address of the Promoter as given in this Agreement.

1.6 The Total Price above excludes all Taxes such as Goods and Services Tax (GST), cess or any other similar taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Building and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment/Flat/Shop.

1.7 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 agree that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer shall timely disclose the same to effect the said revised increased charges.

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.

1.8 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 instalments has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/Withdrawal, once granted to any allottee by the PROMOTER.

1.10 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 1.2 (j) of this Agreement.

1.11 The Allottee authorizes the PROMOTER to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the PROMOTER may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the PROMOTER to adjust his/her/their payments in any manner.

## **2. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL AUTHORITY**

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 Apartment/Flat/Shop to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment/Flat/Shop.

2.2 The Allottee shall acknowledge the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time sanctioning the said plans or thereafter and further observe all development controlling rules applicable to the building in which the apartment is situated.

2.3 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 Apartment/Flat/Shop to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. 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 1.3 herein above. ("Payment Plan").

### **3. FLOOR SPACE INDEX**

The PROMOTER hereby declare that the Floor Space Index available as on date in respect of the said project land plot is 3.00 and PROMOTER has planned to utilize Floor Space Index of Pro-rata F.S.I, V P Quota F.S.I. Fungible F.S.I. etc. is 3.00 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The PROMOTER has disclosed the Floor Space Index proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the Said Apartment/Flat/Shop based on the proposed construction and sale of Apartment/Flat/Shop to be carried out by the PROMOTER by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to PROMOTER only.

### **4. INTEREST IN CASE OF DELAY**

4.1 If the PROMOTER fails to abide by the time schedule for completing the project and handing over the Apartment/Flat/Shop 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.

### **5. COMMON AMENITIES ETC.**

The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter in the Building and the Apartment are set out in the Annexure “\_\_”. Hereunder written.

### **6. POSSESSION**

The PROMOTER shall give possession of the Apartment/Flat/Shop to the Allottee on or before \_\_\_\_\_. If the PROMOTER fails or neglects to give possession of the Apartment/Flat/Shop to the Allottee on account of reasons beyond their control and of their agents by the aforesaid date then the PROMOTER shall be liable on demand to refund to the Allottee the amounts already received by him/her/them in respect of the Apartment/Flat/Shop with interest at the same rate as may 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 the said premises on the aforesaid date, if the completion of building in which the said premises is to be situated is delayed on account of –  
(i) war, civil commotion or act of God ;  
(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

## **6.2 POSSESSION OF THE APARTMENT**

**6.2.1 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 Apartment/Flat/Shop to the Allottee in terms of this Agreement to be taken within 1 (One) months from the date of issue of such notice and the PROMOTER shall give possession of the Apartment/Flat/Shop 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 of the Project.

**6.2.2** The Allottee shall take possession of the Apartment/Flat/Shop within 1 (One) months of the written notice from the PROMOTER to the Allottee intimating that the Apartment/Flat/Shop is ready for use and occupancy:

**6.3 FAILURE OF ALLOTTEE TO TAKE POSSESSION OF APARTMENT/FLAT/SHOP:** -Upon receiving a written intimation from the PROMOTER as per clause 6.2.1, the Allottee shall take possession of the Apartment/Flat/Shop from the PROMOTER by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the PROMOTER shall give possession of the

Apartment/Flat/Shop to the Allottee. In case the Allottee fails to take possession within the time provided in clause 6.2.2 such Allottee shall continue to be liable to pay maintenance charges and property tax as applicable with interest for delayed payments.

#### **6.4 DEFECT LIABILITY**

If within a period of five years from the date of handing over the Apartment/Flat/Shop to the Allottee, the Allottee brings to the notice of the PROMOTER any structural defect in the Apartment/Flat/Shop or the building in which the Apartment/Flat/Shop 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 their 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,

PROVIDED HOWEVER THAT any such defect arising due to unauthorized alterations carried out by the Allottee or any other Allottee in the Apartment(s) or building, the Promoter shall not be liable for the same.

PROVIDED FURTHER THAT the defect liability period shall be deemed to have commenced from the date of obtaining the occupation certificate or from the date on which the Developer has given the necessary intimation in writing under this agreement to the Purchaser to take the possession or the date on which the Purchaser has taken possession of the Apartment for fit-outs or otherwise, whichever is earlier.

PROVIDED HOWEVER THAT the Purchaser shall not carry out any alterations of any nature whatsoever nature in the Apartment or in the fittings therein, in particular it is hereby agreed that the Purchaser shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Developer, the defect liability of the Developer shall become void automatically.

The word "Defect" here means only the structural defect/s caused on account of willful neglect on the part of the Developer and shall not mean defect/s caused by normal wear and tear, negligent use of Apartment(s) by the occupant(s), vagaries of nature and defect/s in fittings and fixtures are not included therein.

## 7. USE OF THE APARTMENT

- 7.1 The Purchaser/s shall use the Apartment/Flat/Unit or any part thereof or permit the same to be used only for purpose of residence/commercial and for no other purpose whatsoever. Provided that, any owner/s or occupier/s of any residential apartment/commercial unit in the building/wing shall not use, the Apartment/s/Flat/Shop/Office for any other purpose/use or for any illegal or immoral purpose.
- 7.2 The Purchaser shall use the parking space, if it has been allotted to him/her/them, only for purpose of keeping or parking his/her/ their personal light vehicle.
- 7.3 After delivery of possession of the residential/commercial Apartment by the Developer to the Purchasers in terms of these presents, the Purchaser, for whatsoever reason desires to grant the use of the residential /commercial Apartment to any third party on leave and license basis or otherwise, prior written consent of the Developer and after handover of the Building to the Society, prior written consent of the Society shall be required to be obtained by the Purchaser and copy of such leave and license agreement/instrument shall be deposited by the Purchaser with the Developer or the Society, as the case may be, and further the Purchaser herein/owner shall ensure that such licensee(s) obtains requisite permission/clearance from the concerned police station in writing as to the use of the Apartment along with the details of the persons who intend to reside / use the Apartment.

## 8. MEMBERSHIP OF SOCIETY

- 8.1. The Purchaser is aware that, this is a redevelopment Project and that the Co-operative Housing Society by the name "**Chembur Shivsmruti Co-operative Housing Society Ltd.,**" has already been formed and registered in the year \_\_\_\_\_. The Purchaser therefore, along with the existing Members and other Purchaser/s of Apartments in the building shall join as a Member of the said Society and sign and execute the application for membership and the other

papers and documents for becoming a member as may be required by the Society. The Developer shall if necessary become member of the said Society in respect of their right and benefits conferred /reserved herein in respect of unsold Apartments or otherwise. If the Developer transfers, assigns and disposes of such rights and benefits at any time to anybody, the purchasers thereof shall become the members of the said society in respect of the said rights and benefits. The Purchaser herein and the said society will not have any objection to admit such purchasers as members of the said society. The Purchaser shall sign and execute all applications, forms, declarations, bye-laws and other documents as may be required by the Society and shall also pay admission/membership fees and any other charges/contribution/corpus as may be directed by the Society.

8.2 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 Apartment/Flat/Shop is situated.

8.3 The PROMOTER shall within three months of registration of the federation/apex body of the Societies or limited company, aforesaid cause to be transferred to the federation/apex body of all the rights, title and interest of the vendor/lessor/original owner/PROMOTER and/or the owners in the project land on which the building with multiple wing or building are constructed.

8.4 The Developer reserves to itself, the unfettered right to full, free and complete right of way and means of access over, along and under all the internal access roads in the said Property and the common right of ways at all times, by day and night, for all purposes, with or without carts, carriages, motor cars, motor cycles, wagons and other vehicles (of all descriptions) laden or un laden, and with or without horses and other animals and also to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use and enjoyment of the said property and if necessary to connect drains, pipes, cables etc. under over or along the land appurtenant to the building provided no hardship/inconvenience occurred to the members of the Society and other flat/shop/office purchasers while using and enjoying their respective flats/Shop/Office with the common amenities as agreed.

- 8.5. The Developer will have a right to install or have installed their logo in/upon one or more places in the said property and the Developer reserve to themselves full, free and complete right of way and means of access to such places/s at all times even after completion and handing over of the said project, for the purpose of repairing, painting, altering or changing the logo at their own costs.
- 8.6. Within 1 (One month) after notice in writing is given by the Developer to the Purchaser/s that the Apartment is ready for use and occupancy, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Building is handed over to the Society, the Purchaser shall pay to the Developer such proportionate share of outgoings as may be determined by the Developer. The Purchaser/s further agrees that till the Purchaser/s share is so determined the Purchaser/s shall pay to the Developer provisional monthly contribution of Rs. .... per month towards the outgoings. The amounts so paid by the Purchaser to the Developer shall not carry any interest and the Developer shall not be liable to provide any account thereof to the Purchaser and/or the Society.
- 8.7. The amount so paid by the Purchaser to the Developer shall not carry any interest and remain with the Developer till maintenance of the building in which Apartment is situated is handed over to the Society. On handing over the charge of the building to the Society, after deducting therefrom all the expenses including those mentioned above, the surplus, if any, shall be handed over, without interest, by the Developer to the Society and any deficit amount shall be recovered from the Purchaser without being liable for rendering any account thereof to the purchasers and/or the Society. It is specifically agreed and understood by the Purchaser that if the Purchaser or any of the purchasers in the Building commits default in contributing their respective share towards aforesaid expenses, then and in that case, the Developer shall be relieved of their obligations of providing such services and

shall not be liable or responsible for hardship or inconvenience, if any, caused to the Purchaser and other purchasers and/or the members of the Society.

## 9. OTHER PAYMENTS

9.1. The Allottee shall on or before delivery of possession of the Apartment/Flat/Shop keep deposited with the Promoter, the following amounts:

(i) Rs. \_\_\_\_\_/- for share money, other share of corpus contribution fixed by the Society, application entrance fee of the Society.

(ii) Rs. 100/- for formation and registration of the Society.

(iii) Rs. 500/- for proportionate share of taxes and other charges/levies in respect of the Society.

(iv) Rs. \_\_\_\_\_/- as sinking fund/Building Maintenance funds.

(v) Rs. \_\_\_\_\_/- plus GST (as per Applicable) for Development charges (including Deposit towards Water, Electric, other utility, services connection charges & deposits of electrical receiving and Sub Station provided in Layout)

(vi) Rs. ....for deposit towards provisional monthly contribution towards outgoings of Society such as insurance, common lights, repairs and salaries of clerks, watchman, sweepers, and all other expenses necessary and incidental to the management and maintenance of the said property and the said buildings of Society Rs. \_\_\_\_\_/- for a period of 6 Months, Further extended if required. (Monthly contribution will be calculated on Rs. \_\_\_ per carpet area).

(i) Any other charges payable as per society's Rules and Regulations and Resolutions passed in the AGM/EGM by majority of the member.

9.2. In case the transaction being executed by this agreement between the promoter and the allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration / fees /charges for services / commission / brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter / allottee / both, as the case may be, in accordance with the agreed terms of payment.

## 10. STAMP DUTY AND REGISTRATION

The Allottee shall be liable to pay the necessary stamp duty, registration charges payable as per the rules, regulations and notification of the government of Maharashtra and all other applicable taxes etc. on this present.

**11. PURCHASER'S AGREEMENT TO PAY FURTHER AMOUNTS:**

11.1. It is a condition of this Agreement and the Purchaser hereby agrees that at the time of taking possession of the Apartment, the Purchaser shall be required to pay to the Developer and hereby covenants to pay to the Developer the Total Price and other charges/deposits as aforesaid and that unless all such amounts are paid by the Purchaser to the Developer, the Purchaser shall not be entitled to demand or acquire possession of the Apartment and the Developer shall not be bound or required to hand over to the Purchaser possession of the Apartment and the Purchaser shall not have the right to use or occupy the Apartment or any of the common amenities, areas and facilities appurtenant thereto.

For any amount remaining unpaid by the Purchaser under this Agreement, the Developer shall have first lien and charge on the Apartment agreed to be allotted/sold to the Purchaser in terms of these presents.

11.2. In the event of termination of this Agreement for any reason, the Purchaser herein shall be, solely and absolutely, responsible to repay any housing loan availed by him/her/them from any bank/financial institution/company/lender and shall be entitled to get the refund of amounts paid subject to deductions as aforesaid, only upon receipt of no dues certificate from the bank/financial institution/company/lender. Notwithstanding what is stated hereinabove, it shall always be obligatory on the part of the Purchaser to pay the installments of the Total Price as and when due under the terms of this Agreement and the Purchaser shall promptly and duly pay the same on the respective due dates irrespective of the fact that the Purchaser has applied for loan to any bank/financial institution/company/lender and irrespective of the fact that such loan is under process and/or sanction or awaited/rejected.

**12. PAYMENT OF STATUTORY TAXES, CESSSES ETC:**

12.1. It is agreed between the parties hereto that, the Purchaser herein shall bear and pay such Taxes on or about execution of these present or as and when such Taxes become payable from time to time for the sale transaction hereunder, to the Developer herein to enable the Developer to deposit/pay the same to the Government Authorities.

12.2. If at any time, after execution of this agreement any existing tax is increased under respective statutes by the State and/or Central Government and/or any additional/new taxes/duty/charges/premium/cess/surcharge etc., by whatever name called, is/are levied or recovered or become payable under any statute/rule/regulation, notification or order either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said property or the Apartment or on this agreement or the transaction hereunder, the same shall be exclusively paid/borne by the Purchaser. The Purchaser hereby indemnifies and agrees to keep the Developer fully indemnified from all such taxes, levies, costs and consequences.

12.3. From the date of the possession or Occupation Certificate, whichever is earlier, in respect of the Apartment, the Purchaser herein shall be liable to bear and pay all taxes, cesses in respect of the Apartment and proportionate maintenance charges in respect of the building and expenses for common facilities such as common electricity meter, water pump/s expenses for elevator etc. in respect of the Property to the respective authorities and/or to the Society. But it is specifically agreed between the Parties hereto that, the Developer shall not be responsible/liable to pay or share the aforesaid expenses in respect of unsold premises/apartments situated in the Building to be constructed on the said Property.

### **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 project land; as declared in the title report annexed to this agreement and have the requisite rights to carry out development upon the project land and also have actual, physical and legal possession of the project land for the implementation of the Project;
- ii. There are Opportunities securing 2-3 designated places in the vicinity of the building where developer's name boards with lighting or without lighting can be prominently displayed on permanent basis, It will be equipped with separate electricity meter, However any tampering, damage or removal of the name boards/ lighting fixtures. By any society's member or new purchaser,

then it will be considered a criminal offence and will lead to appropriate legal action against individuals found responsible for such act.

- iii. The PROMOTER have 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;
- iv. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- v. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- vi. All approvals, licenses and permits issued by the competent authorities with respect to the Project, 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, project land and said Building/wing shall be obtained by following due process of law and the PROMOTER have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vii. The PROMOTER have the right to enter into this Agreement and have 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;
- viii. The PROMOTER have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment/Flat/Shop which will, in any manner, affect the rights of Allottee under this Agreement;
- ix. The PROMOTER confirm that the PROMOTER is not restricted in any manner whatsoever from selling the Apartment/Flat/Shop to the Allottee in the manner contemplated in this Agreement;

- x. 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;
- xi. 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;
- xii. 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 Project Land) has been received or served upon the PROMOTER in respect of the project land and/or the Project except those disclosed in the title report.

#### **14. COVENANTS OF THE PURCHASER**

The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment/Flat/Shop may come, hereby covenants with the PROMOTER as follows for the apartment and also for the building in which the Apartment is situated:- -

- i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment 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 Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required
- ii. Not to store in the Apartment/Flat/Shop 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 Apartment/Flat/Shop 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 Apartment/Flat/Shop is situated, including entrances of the building in which the Apartment/Flat/Shop is situated and in case any damage is caused to the building in which the Apartment/Flat/Shop is situated

or the Apartment/Flat/Shop 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 Apartment/Flat/Shop and maintain the Apartment/Flat/Shop 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 Apartment/Flat/Shop is situated or the Apartment/Flat/Shop 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 Apartment/Flat/Shop 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 Apartment/Flat/Shop or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Apartment/Flat/Shop is situated and shall keep the portion, sewers, drains and pipes in the Apartment/Flat/Shop 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 Apartment/Flat/Shop is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural work in the Apartment/Flat/Shop without the prior written permission of the PROMOTER and/or the Society.
- 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 Apartment/Flat/Shop 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 berth own from the Apartment/Flat/Shop in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. As per MCGM norms the dry and wet garbage shall be separated and wet garbage generated in the building shall be treated separately on the same plot by the residents, occupants and new flat/Shop/Unit purchasers of the apartments in the new building.
- viii. Pay to the PROMOTER within fifteen days of demand by the OWNERS, his/her 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 Apartment/Flat/Shop is situated.

- ix. 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 Apartment/Flat/Shop by the Allottee for any purposes other than for purpose for which it is sold.
- x. 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 Apartment/Flat/Shop until all the dues payable by the Allottee to the PROMOTER under this Agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Purchaser has intimated in writing to the Developer and/or the Society, as the case may be, and obtained written consent for the same.
- xi. The Purchaser shall observe and perform all the rules and regulations which the Society has adopted or may adopt in future and the additions, alterations, and/or amendments thereof that may be made from time to time for protection and maintenance of the Property and building which is to be constructed thereon and apartments therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and the Government and other public bodies. The Purchaser shall observe and perform all the stipulations and conditions laid down by Bye-laws of the Society, regarding the occupation and use of the Apartment in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms and conditions of this Agreement.
- xii. The Purchaser shall permit the Developer and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Apartment and the Property and building or any part thereof to view and examine the state and condition thereof and/or to carry out any works in the Apartment or other parts of the Building.
- xiii. That only the said Apartment is agreed to be sold hereunder and at no time the Purchaser shall demand partition of his interest in the said building and/or said property, it being hereby agreed and declared by the Purchaser that his such interest in the said Apartment is impartable.
- xiv. The Purchaser hereby expressly agrees and covenants with the Developer that in the event of all Floors of the said proposed building on the said property being not ready for occupation simultaneously and in the event of the Developer offering license to enter upon the said Apartment to the Purchaser earlier than completion of all the floors and wings on the said property then and in that event the Purchaser has no objection to the Developer completing the construction of the balance Floor/s or building on the said property without any interference or objection by the Purchaser. The Purchaser further confirms that he shall not object to construction of the balance floor/s or building, wing/s or part/s thereof by the Developer on the ground of nuisance, annoyance or any

other ground or reason whatsoever and the Developer shall be entitled to either by themselves or through their nominee, construct and complete the said floor or floors or wing/s or building/s on the said property as they may desire in their absolute discretion without any interference or objection or dispute by the Purchaser.

xv. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Developer until the said structure of the building is transferred to the Society as hereinbefore mentioned.

## **15. SPECIAL COVENANTS AS TO THE ALTERATION AND SCHEME**

15.1. The Purchaser shall not make or allow any internal changes, as to shifting of walls, toilets, chiselling walls and R.C.C. by the members in the Apartment and no request for providing or shifting of walls, toilets etc. in the Apartment shall be entertained.

15.2. The Developer herein has specifically informed to the Purchaser and the Purchaser herein is also well aware that, the Developer herein is developing the scheme with intention to have the homogeneity in the scheme as to landscaping, height and elevation of the building/s, outer colour scheme, terrace, windows and grills etc. and hence the Purchaser or any owner or occupier of the apartment/s in the building shall and will not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any outer expansions by any manner and/or to install or hang any plants or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. The Purchaser shall observe that, outlet of rain water/water of adjacent terraces/sit-outs/ roofs shall always have proper flow and shall not obstruct the uninterrupted flow or water in any manner. The Purchaser herein specifically undertakes to abide aforesaid conditions and on relying upon this undertaking, the Developer herein has agreed to allot and sale the apartment to the Purchaser herein, subject to the terms and condition of this Agreement.

15.3 In the Building the Developer herein are providing amenities / material / plant and equipment in common facilities like elevator, electric room, tower parking

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

**16. DEVELOPER'S EXCLUSIVE RIGHT OF ALLOTMENT OF PARKING SPACES:**

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

**17. THE DEVELOPER'S RIGHT TO DEAL WITH THE TERRACES ETC.**

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

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

The Developer herein is required to provide with Refuge area as per the directions of the Chief Fire Officer, Mumbai Fire Brigade. The Purchaser has been informed that as per the condition that may be imposed by the Chief Fire Officer B.M.C., the occupants of the Building are required to do the following acts, deeds and things and/or required to observe the following: -

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

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

## 19. SPECIFIC COVENANTS

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

- a) The relation between Developer and the Purchaser herein for the transaction in respect of the Apartment is of seller and buyer respectively and the Developer has agreed to sell the Apartment for the sale consideration on the terms and conditions set forth in this Agreement.
- b) The Purchaser herein admits and agrees to always admit that, after delivery of possession of the Apartment by the Developer to the Purchaser herein, it will always be presumed that the Developer has discharged and performed all their obligations including those under RERA.
- c) At the time of taking possession, the Purchaser shall inspect the Apartment and execute such other documents such as Possession Letter, Indemnity, Declaration, Undertaking, etc., as might be required by the Developer.
- d) The Purchaser is hereby prohibited from raising any objection in the matter of sale of flats, apartments being commercial or otherwise in the buildings which

are to be constructed on the Property, as well as in amenity space and allotment of exclusive right to use terrace/s, car parking spaces, stilt/mechanical/tower parking, spaces for advertisement or any others space/s whether constructed or not and called under whatever name, etc. on the ground of nuisance, annoyance or inconvenience, for any profession, trade or business etc. that has been or will be permitted by law or by local authority in the concerned locality. For the aforesaid purpose, the Purchaser by executing these presents has given his/her/their irrevocable consent and for this reason a separate consent for the same is not required.

- e) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law in respect of any right or interest in the Property on which the building is to be constructed or any part thereof except the apartment. The Purchaser shall have no claim save and except in respect of the apartment hereby agreed to be sold and all rights of ownership in all open spaces, parking spaces, lobbies, staircases, terraces may be having garden space & recreation spaces etc. will remain the property of the Developer until the new building is handed over to the Society.
- f) Any delay tolerated or indulgence shown or omission on the part of the Developer in enforcing the terms and conditions of this Agreement or any forbearance or giving time to the Purchaser by the Developer shall not be construed as the waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Developer.
- g) All the power, authorities and rights of the Society and/or buyers of the apartments in the buildings, shall always be subject to the Developer's over all right to sell/dispose of unsold apartments and allotment of exclusive right to use un allotted parking space/s, terrace/s, space/s for garden purpose, space/s for advertisement etc. and all other rights thereto. The Purchaser or any other apartment holder in the building or the Society shall have no right to demand any amount from the Developer, in respect of the flats / shop/office /apartments in the building to be constructed on the Property, towards the maintenance charges or proportionate share in the common expenses etc. or any amount under head of donation or transfer charges etc.

- h) Notwithstanding anything contained anywhere in this Agreement, it is specifically agreed between the parties hereto that, the Developer shall have all the rights under this Agreement and other agreements in respect of the other apartments which shall continue to subsist until all the payments in respect of all the apartments in the building forming part of the Promoted Allocated Area are received by the Developer.
- i) The Developer herein has neither undertaken any responsibility nor agreed anything with the Purchaser orally or otherwise and there is no implied agreement or covenant on the part of the Developer, other than the terms and conditions expressly provided under this agreement and this agreement shall supersede any such prior writings or communications.
- j) Considering the Building to be constructed on the Property is Residential/Commercial building having residential flats/commercial premises and for that, having internal approach road and to have the security for the human beings, the Purchaser or his/her agents shall not damage the internal road and it is specifically prohibited to bring any heavy vehicle such as Trucks, Bulldozers, Buses, Tractors etc. inside the Building by any purchaser/occupant in the Building or any third party and considering this aspect the Purchaser herein shall observe the aforesaid condition personally as well as by any person occupying or visiting the Apartment.
- k) The Developer herein by spending huge amount in providing specifications in the Apartment and for the buildings under construction on the Property, hence Purchaser / unauthorised persons / any agency shall not disturb the same under any circumstances the concealed plumbing, concealed wiring etc. and considering this aspect and to have the safety measures in place, the Purchaser shall not make or change all these amenities otherwise guarantee / warranty thereof may lapse as well as durability and stability of the building as to the R.C.C. frame work, concealed wiring load etc. may get damaged/affected and neither the Purchaser nor occupier of the Apartment or any person on behalf of them is entitled to chisel such internal walls in any manner or remove the walls or any part thereof or erect any additional wall or make any structural changes or in any manner increase the electrical load in the Apartment because wires will not take additional load and such an act will be amount to material breach of condition of this Agreement. Similarly after completion of the Building and handover to the society, the society will have absolute authority to expel

the member of the Apartment and dispose of such apartment in market by following due process of law. This condition is the essence of contract and the Purchaser herein undertakes to abide the same.

- l) The Developer herein by spending huge amount has intended to make external elevation for the building under construction on the Property and to have the such external look for long, the Developer herein has specifically informed the Purchaser that any buyer of any apartment in the building shall and will not be entitled to chisel any external walls and / or have any additional openings in any manner for any purpose and further shall install cooling equipment's if required at the places provided for the same inside the duct and any unit shall not been seen on external elevation. The Purchaser herein undertakes to abide by this condition and if any owner or occupier of any apartment in the building commits breach of this condition then, the Developer as well as the society and its office bearers shall have absolute right and authority to close such openings, if any, and recover the cost incurred for the same with interest from such purchaser and/or occupier of the apartment.
- m) The Developer herein has specifically informed the Purchaser that the guarantee for plaster of paris work, water proofing and anti-termite treatment in the Building shall stand automatically extinguished if any purchaser or occupier of apartment in the building/wing chisel or damage the aforesaid works in any manner. Considering this aspect, the Purchaser herein undertakes not to chisel/damage any such work in any manner, which may affect or lead to cancellation of the aforesaid guarantee or warranty.
- n) The parties hereto are well aware that, the Flat /Shop/Office Number is three or four digits, first one or two digits denote floor of the building / wing and last digit denote the flat/Office/Shop number.
- o) It is expressly agreed that nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or any portion of the said land and/or building. The Purchaser shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him/her/them and the Developer have right to use and enjoy/use/allot at all times the facilities like all compulsory open spaces, parking spaces, internal common roads, pathways, garden, recreation ground and facilities, playing equipments, storm water drainage, common areas and facilities, sewerage lines, water courses, electricity-cables, electrical substations,

telephone cables, under-ground and overhead water tanks, water pipe line, pump rooms auxiliary tank, common lighting, dish antenna, common antenna, cable video, meter rooms, servants common toilets, lifts, society office room, stilt in the compound, lift machine room and all such amenities/facilities that may be provided by the Developer until the said structure of the building is handed over to the Society.

- p) Purchaser is aware that due to planning constraints, there are limited parking spaces and he/she/they has/have not been allotted/allotted any parking spaces.

## **20. NAME OF THE SCHEME AND BUILDINGS / WINGS**

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Developer herein has decided to have the name of the Building “Chembur Shivsmruti Co-operative Housing Society Ltd.” and the building will be denoted by such letters and further erect or affix Developer's name board at suitable places as decided by the Developer at the entrances of the building and on outer vertical walls and on terraces. The Purchaser or other apartment holders in the building/s or the Society are not entitled to change the aforesaid Building name and/or remove or alter Developer's name board in any circumstances.

## **21. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

The Developer shall be entitled to raise loan and mortgage the Developer Allocated Area However, After the Developer executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment/Flat/shop.

## **22. BINDING EFFECT**

Forwarding this Agreement to the Purchaser/s by the Developer does not create a binding obligation on the part of the Developer or the Purchaser/s until, firstly, the Purchaser/s signs and delivers this Agreement with all the

schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer. If the Purchaser/s(s) fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s after deducting appropriate amount prescribed under law.

### **23. 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 as the case may be.

### **24. RIGHT TO AMEND**

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

### **25. 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 Apartment/Flat/Shop in case of a transfer, as the said obligations go along with the [Apartment] for all intents and purposes.

### **26. NOC REQUIRED FOR RESALE**

The Purchaser/s Subsequent purchaser/s of flat/shop/office has to seek NOC from the builder/developer while re-selling his/her/their Flat/Shop/Unit/parking space till the O.C is granted and building is handed over to the society.

**27. SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made 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.

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

Wherever in this Agreement it is stipulated that the Purchaser/s has to make any payment, in common with other Purchaser/s in Project, the same shall be in proportion to the carpet area of the [Apartment] to the total carpet area of all the Apartment/Flat/Shop in the Project.

**29. 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.

**30. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and registration at the office of the Sub-Registrar by admission of execution by the Parties. The Purchaser/s, after the Agreement is duly executed by the

Purchaser/s and the Developer 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 Mumbai. The Purchaser and/or the Developer shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Indian Registration Act.

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

### 31. SERVICE OF NOTICES:

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

Name of Purchaser/s :

Email ID :

Contact Number :

Residential Address :

**Promoter Name:** Adityaraj Housing Corporation,

**Promoter Address:** Shop No 09, Building No 106, Kambodhi Chs Ltd, Tilak Nagar, Chembur 400089.

**Notified Email ID:** - adityarajhousing@gmail.com

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.

### 32. JOINT PURCHASER/S

That in case there are Joint Purchaser/s all communications shall be sent by the Developer to the Purchaser/s whose name appears first and at the address

given by him/her/them which shall for all intents and purposes to consider as properly served on all the Purchaser/s.

### **33. TERMINATION OF AGREEMENT**

33.1 Without prejudice to the right of Developer to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Developer under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of instalments, taxes and/or other outgoings, the Developer shall, at their discretion and option, be entitled to terminate this Agreement.

Provided that the Developer shall give notice of 15 (fifteen) days in writing to the Purchaser at the address and e-mail id provided by the Purchaser, of the Developer's intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Developer within the period of notice then at the end of such notice period, the Developer shall be entitled to terminate this Agreement.

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

33.3. It is specifically agreed between the Parties hereto that, if the transaction in respect of the Apartment between the Developer and Purchaser herein is terminated as stated in sub-para hereinabove written, then all the instruments and writings under whatsoever head executed between the parties hereto or between the Developer and Purchaser herein shall stand automatically cancelled

and the Purchaser shall have no right, title, interest or claim against the Developer.

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

#### **34. DISPUTE RESOLUTION**

Any dispute between parties shall be settled amicably in case of failure to settle 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.

#### **35. 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 Mumbai courts will have the jurisdiction for this Agreement.

#### **36. MEANING OF WORDS IN THE AGREEMENT**

In this Agreement unless context otherwise implies:

- a) The expression defined herein shall have the respective meaning assigned to them.
- b) The singular wherever used shall include plural and vice-versa.
- c) The masculine gender used herein shall include feminine and/or neutral gender wherever applicable.

#### **37. MISCELLANEOUS:**

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

### **38. EFFECT OF LAWS:**

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

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

ALL that piece or parcel of leasehold land bearing **Survey No. 67 to 71 (Part), City Survey No. 833 (Part)**, admeasuring Lease area 1300.65 sq. mt. along with tit bit land attached with the society's building at Subhash Nagar, Chembur (East), Mumbai – 400071 together with Building No.22 standing thereon **comprising of 36 tenements** on Ground plus Two upper floors, Subhash Nagar, Chembur (East), Taluka and Registration District of Mumbai Suburban (hereinafter collectively referred to as “the said property”, for the sake of brevity) bounded as follows:

On or towards East by : BUILDING NO. 23  
On or towards West by : BUILDING NO. 21  
On or towards North by : PLAY GROUND  
On or towards South by : 40.00 MTRS. WIDE ROAD

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

Residential/Commercial Apartment being **Flat/Shop/Office No.** \_\_\_\_\_ having Rera carpet area admeasuring \_\_\_\_ sq. ft. Situated on the \_\_\_\_ floor in Wing “\_\_” of the Building to be named as “Chembur Shivsmruti Co-operative Housing Society Ltd.” **Project Name** “\_\_\_\_\_” under construction on the land more particularly described in the First Schedule hereinabove written.

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

the nature, extent and description of common areas and facilities.

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

	Type of common areas provided	Provided Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size/area of the common areas provided
i.	Society Office	31-12-2028	31-12-2028	18.58 Sq. m Approx

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

	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	FSI Utilized or free of FSI
i.	Fitness Centre	N.A	31-12-2028	31-12-2028	52.11 Sq.m Approx.	Free of FSI

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

	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	FSI Utilized or free of FSI
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				organization	/amenities	
i.	NA	NA	NA	NA	NA	NA

**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.**

	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
i.	NA	NA	NA	NA	NA

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

	Type Lift (passenger/service/stretchers/goods/fire evacuation/any other)	Total no. of Lifts provided	Number of passenger or carrying capacity in weight (kg)	Speed (mtr/sec)
i.	PASSENGER LIFTS OF KONE ELEVATORS WITH 08 PERSONS CAPACITY (5 Passenger + 2 Fire Lift)	7	8 Persons	1.75 mtr/sec
ii.	INTERCOM FACILITY	NA	NA	NA
iii.	24X7 CCTV ON PERFECT SPOTS	NA	NA	NA
iv.	MAIN ENTRANCE GATE	NA	NA	NA
v.	DECORATIVE LOBBY	NA	NA	NA

SIGNED AND DELIVERED by  
the within named **"PROMOTER"**  
ADITYARAJ HOUSING CORPORATION  
Through its duly authorised partner

1) Mr. Rajkumar Gyanchand Khushalani

Partner

2) Mr. Monty Rajkumar Khushalani

Partner

in the presence of WITNESSES:

1. Name :  
Signature :

2. Name :  
Signature :

SIGNED, SEALED AND DELIVERED by )

the within named "**ALLOTTEE** )

1) \_\_\_\_\_

2) \_\_\_\_\_

At \_\_\_\_\_, on \_\_\_\_\_

in the presence of Witnesses:

1. Name \_\_\_\_\_  
Signature \_\_\_\_\_

2. Name \_\_\_\_\_  
Signature \_\_\_\_\_

Housiey.com

ANNEXURE -B

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

ANNEXURE -C-1

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

ANNEXURE - C-2

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

ANNEXURE -D

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

ANNEXURE – E

(Specification and amenities for the Apartment),

ANNEXURE –F

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

**RECEIPT**

For sale / allotment of Residential/Commercial Apartment Being Flat/Shop/Office no. \_\_\_\_ situated on \_\_\_\_ Floor of the Chembur Shivsmruti Co-operative Housing Society Ltd., to be named as “**Chembur Shivsmruti Co-operative Housing Society Ltd.**” under construction on the land more particularly described in the First Schedule hereinabove written. RECEIVED OF AND FROM THE within named \_\_\_\_\_ and \_\_\_\_\_, **(the Purchaser(s) herein)** an aggregate sum of **Rs.** \_\_\_\_\_/=00 **(Rupees \_\_\_\_\_ only)**, Comprising as under ;

All remittances IN FAVOUR OF **M/s. ADITYARAJ HOUSING CORPORATION**  
**(Developer)**

**RS. \_\_\_\_ (Rupees \_\_\_\_ Only), being** part payment out of entire agreed consideration, as per following particulars and paid prior to execution of Agreement for sale dated \_\_\_\_ Day of, \_\_\_\_, and as described at receipt clause of the said agreement for sale:

Amount (Rs)	Cheque No	Dated (DD/MM/YY)	Paid By

I/WE SAY RECEIVED **Rs.** \_\_\_\_\_=**00**

(Subject to realization of cheque)

For **M/s. ADITYARAJ HOUSING CORPORATION**  
**(Developer)**

\_\_\_\_\_  
Partner/Authorized Signatory

Witnesses:

1.

2.

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**Declaration**

I/We \_\_\_\_\_ aged about \_\_\_ years and \_\_\_\_\_ aged about \_\_\_  
years and presently residing at **Flat/Shop/Office no.**

\_\_\_\_\_ do hereby confirm and submit as follows:-

1. I/We, have booked a Flat/Shop/Office No. \_\_\_\_ on the \_\_\_\_ floor at **Chembur Shivsmruti Co-operative Housing Society Ltd.**, Subhash Nagar, Chembur (East), Mumbai – 400071.
2. The total consideration amount of the said Flat/Shop/Office is **Rs. \_\_\_\_\_=00 (Rupees \_\_\_\_\_ only).**
3. Advance / part payment in respect of the said Flat/Shop/Office so far paid by me / us to the developer is **Rs. \_\_\_\_\_ = 00 (Rupees \_\_\_\_\_ - Only).**
4. Balance payment due is **Rs. \_\_\_\_\_ - (Rupees \_\_\_\_\_ Only),** and the same will be paid as per the clause 1 of the sale agreement (Payment schedule attached herewith), as per payment schedule as shown in the sale agreement, I/we will arrange the funds from our own sources OR Bank Loan, if we fail to arrange the funds within 30 days, then the developer will be at the liberty to cancel the registered sale agreement and subsequently the developer can sell the Flat/Shop/Office to any other buyer, for which I/We will not have any objection and I/we will accept the refund of the amounts whatever till date paid by me/us.
5. I/We are aware that this affidavit will be attached to Sale Agreement before registration.

Solemnly affirmed at Mumbai.

\_\_\_\_\_

\_\_\_\_\_

This ..... day of .....2025