

## AGREEMENT FOR SALE

**THIS AGREEMENT FOR SALE** is made and entered into at \_\_\_\_\_ on this \_\_\_\_\_ day of **December, 2023**;

### BETWEEN

**M/s. SHRADDHA PLATINUM BUILDERS AND DEVELOPERS**, having office at: A/2005, Station Plaza, Station Road, Bhandup (West), Mumbai-400078 through its Partner/Authorized Signatory, Pan No. AEXFS5144J hereinafter referred to as “ **the PROMOTER / DEVELOPERS** ” (Which expression shall mean and include partners or partner for the time being of the said respective firm, the survivors or survivor of them and the heirs, executors, and assigns of the last surviving partner or their assigns) **OF THE FIRST PART;**

### AND

\_\_\_\_\_ Age: \_\_\_\_\_ years, (Pan No.: \_\_\_\_\_), (Aadhar No. \_\_\_\_\_) having address \_\_\_\_\_, hereinafter referred to as the “**ALLOTTEE/PURCHASER/s**”, (which expression shall unless it repugnant to the context or meaning thereof shall be deem to mean and include her/his/their heirs, executors, administrators and assigns) **OF THE SECOND PART;**

### WHEREAS:

#### **I Building No. 20**

- (a) At the relevant time Maharashtra Housing and Area Development Authority (MHADA) a statutory corporation constituted under the Maharashtra Housing and Area Development Act,1976 was interalia seized and possessed of and otherwise well and sufficiently entitled to land bearing Survey No.113 (pt), corresponding CTS No.356/A/2/1, area admeasuring about 406.25 sq. mtrs. lying, being and situate at Village-Vikhroli (East), Taluka-Kurla, Mumbai Suburban District (herein after referred to as the “**said Land No.1**”)

- (b) MHADA under a scheme had built the Building No.20 of Ground and 3 Upper Floors on the said Land No.1 known as “**Kannamwar Nagar Mangaldeep Co-Operative Housing Society Limited**” (herein after referred to as “**the said Structure No.1**”).
- (c) By virtue of Indenture of Lease dated **13/06/2022**, whereby Maharashtra Housing and Area Development Authority (MHADA) therein referred to as the Lessor/party of the One Part, sold, transferred and assigned all their leasehold rights, title, interests and benefits with respect to the **said Land No.1** in favour of KANNAMWAR NAGAR MANGALDEEP CO-OPERATIVE HOUSING SOCIETY LTD therein referred to as the Society/party of the Other part. The same is duly registered before the Sub Registrar of Assurance at Kurla bearing registration document Serial No.**KRL-2/10858/2022** dated **13/06/2022** (herein after referred to as the “**said Indenture of Lease No.1**”).
- (d) By virtue of Sale Deed dated **13/06/2022**, whereby Maharashtra Housing and Area Development Authority (MHADA) therein referred to as the Vendor/party of One Part sold, assigned and transferred all their rights, title, interest and benefits in respect of the **said Structure No.1** in favor of Kannamwar Nagar Mangaldeep Co-Operative Housing Society Ltd therein referred to as the Society/party of the Other part. The same is duly registered before the Sub Registrar of Assurances at Kurla bearing registration document Serial No.**KRL-2/10851/2022** dated **13/06/2022** (herein after referred to as the “**said Sale Deed No.1**”).

## **II Building No. 22**

- (a) At the relevant time Maharashtra Housing and Area Development Authority (MHADA) a statutory corporation constituted under the Maharashtra Housing and Area Development Act,1976 was interalia seized and possessed of and otherwise well and sufficiently entitled to land bearing Survey No.113 (pt), corresponding CTS No. 356/A/2/1, area admeasuring about 450.50 sq. mtrs.

lying, being and situate at Village- Vikhroli (East), Taluka-Kurla, Mumbai Suburban District (herein after referred to as the “**said Land No.2**”).

- (b) MHADA under a scheme had built the Building No.22 of Ground and Upper 3 Floors on the said Land No.2 known as “**Kannamwar Nagar Aditya Co Operative Housing Society Limited**” (herein after referred to as “**the said Structure No.2**”).
- (c) By virtue of Indenture of Lease dated **13/06/2022**, whereby Maharashtra Housing and Area Development Authority (MHADA) therein referred to as the Lessor/party of the One Part, conveyed and assigned all their leasehold rights, title, interests and benefits with respect to the said Land No.2 in favour of KANNAMWAR NAGAR ADITYA CO OPERATIVE HOUSING SOCIETY LIMITED therein referred to as the Society/party of the Other part. The same is duly registered before the Sub Registrar of Assurance at Kurla vide its Registration Serial No.**KRL-2/10857/2022** dated **13/06/2022** (herein after referred to as the “**said Indenture of Lease No.2**”).
- (d) By virtue of Sale Deed dated **13/06/2022**, whereby Maharashtra Housing and Area Development Authority (MHADA) therein referred to as the Vendor/party of One Part sold, transferred and assigned all their rights, title, interest and benefits in respect of the **said Structure No.2** in favor of Kannamwar Nagar Aditya Co Operative Housing Society Limited therein referred to as the Society/party of the Other part. The same is duly registered before the Sub Registrar of Assurances at Kurla vide its Registration Serial No.**KRL-2/10856/2022** dated **13/06/2022** (herein after referred to as the “**said Sale Deed No.2**”).
- (e) Further, Mangaldeep Co-Operative Housing Society Ltd and Aditya Co-Operative Housing Society Ltd being old and in dilapidated conditions decided to go for redevelopment. That both the societies are situated adjoining one another thus both societies decided to amalgamate their individual plots into one large land parcel for joint redevelopment.

- (f) Vide resolution for amalgamation passed in Special General Meeting dated 17/01/2022 and 13/02/2022 Mangaldeep Co-Operative Housing Society Ltd amalgamated into Aditya Co-operative Housing Society Ltd. Thus, the Aditya Co-operative Housing Society Ltd. shall remain into existence and redevelopment of Kannamwar Nagar Mangaldeep Cooperative Housing Society Ltd. be done under the name of the amalgamated Society i.e. **KANNAMWAR NAGAR ADITYA CO OPERATIVE HOUSING SOCIETY LIMITED.**
- (g) In pursuance of Special General Meeting dated 17/01/2022 and 13/02/2022 and resolution passed therein Mangaldeep Co-Operative Housing Society Ltd and Aditya Co-Operative Housing Society Ltd both Societies have put up proposal for amalgamation of both societies to Dy. Registrar of Co-operative Societies, MHADA dated 10/03/2022. Further, after complying the directions of Dy. Registrar of Co-operative Societies, MHADA, by an order dated 08/02/2023 the Dy. Registrar reconfirmed the order dated 03/11/2022 and cancelled the registration of Mangaldeep Co-Operative Housing Society Ltd as its been amalgamated into **ADITYA COOPERATIVE HOUSING SOCIETY LTD** .(herein after referred to as the “**said Society**”) and further directed the joint redevelopment of land and both societies.
- (h) By virtue of letter issued by Mumbai Housing and Area Development Board bearing No. EE/ DE-III/ KD/ MB/ 01/2023 dated 03/01/2023 to the Secretary/Chairman of Kannamwar Nagar Aditya CHS Ltd. Building No.20 and 22. That vide this letter it has recorded the demarcation of plot boundaries as per site measurement of Building No.20 and 22 as follows:
- i) Plot area as per lease deed executed with Building No,20 dated 13/06/2022 is 406.45 sq. mtrs. and Building No.22 dated 13/06/2022 is 450.50 sq. mtrs. i.e.  $(406.45+450.50) = 856.95$  sq. mtrs.
  - ii) Total Plot area as per site measurement of Building No,20 and Building No.22 is 1172.88 sq. mtrs. (including road set back area)
  - iii) Difference of area as per site measurement and deeds executed with Mhada

(Tit-Bit) area is  $1172.88 - 856.95 = 315.93$  sq. mtrs. (including road set back area)

iv) Total plot area of Building No.20 and Building No.22 as per approved layout with 3.00 F.S.I.  $(584.13 + 587.38) = 1171.51$  sq. mtrs.

v) Area for FS.I. purpose Tit-Bit area  $1171.51 - 856.95 = 314.56$  sq. mtrs.

vi) Road Set Back area for Bldg.no.20 & Bldg.no.22 = 13.37 sq. mtrs.

(i) In pursuance of Order dated 08/02/2023, the said Society namely **KANNAMWAR NAGAR ADITYA CO-OPERATIVE HOUSING SOCIETY LTD**, Kannamwar Nagar No.1, Vikhroli (East), Mumbai - 400083 bearing Registration No. BOM/WS/HSG/(TC)/9780/97-98 of 1997 dated 23.10.1997 is now entitled to seized and possessed of or otherwise well and sufficiently to all that piece or parcel of land admeasuring **1171.51** sq. mtrs bearing Survey No.113(pt.), corresponding CTS No. 356/A/2/1, Village Vikhroli (East), Taluka Kurla, Mumbai Suburban District (herein after referred to as the "**said Plot**").

(j) For the sake of brevity, the said Society and the said Plot collectively referred to as "**the said Property**".

(k) By virtue of Development Agreement dated **24/04/2023**, whereby Kannamwar Nagar Aditya Co-Operative Housing Society Limited through its duly authorized Managing Committee Members 1) Chairman: Shri. Deepak Dnyanu Waghmare, 2) Vice Chairman: Shri. Mahesh Dattatray Divekar, 3) Secretary: Shri. Pavan Rohidas Gaikwad, 4) Treasurer: Shri. Ajay Ramchandra Suryawanshi, therein referred to as the Society/Owners/party of the First Part, Mr. Sachin Rajnikant Zapdekar and Others therein referred to as all members of Kannamwar Nagar Aditya Co-Operative Housing Society Limited/Party of the Second Part sold, transferred and assigned all their rights, title, interest and benefits with respect to **said property** in favour of M/s. Shraddha Platinum Builders and Developers through its partners 1)Mr. Sudhir B. Mehta (being Director of M/s. Shraddha Landmark Pvt. Ltd.) 2) Mr. Jitendra Dattatray

Ghadigaonkar (being partner of M/s. Suji Builders and Developers Pvt. Ltd.)  
3) Mr. Ramchandra Krishna Ralkar (being Director of M/s. Shraddha Landmark Pvt. Ltd.) therein referred to as the Developers/party of the Third Part and M/s. Shraddha Landmark Pvt. Ltd therein referred to as the Corporate Guarantor/party of the Fourth Part. The same is duly registered before the Sub Registrar of Assurances at Kurla bearing Registration document Registration Serial No. **KRL-2/7570/2023** dated **24/04/2023** (herein after referred to as the “**said Development Agreement**”)

- (l) In pursuance of the said Development Agreement 1) Shri. Deepak Dnyanu Waghmare being the Chairman 2) Shri. Mahesh Dattatray Divekar being the Vice-Chairman 3) Shri. Pavan Rohidas Gaikwad, being the Secretary 4) Shri. Ajay Ramchandra Suryawanshi, being the Treasurer elected and Authorized office bearers/ committee members of Kannamwar Nagar Aditya Co-Operative Housing Society Limited executed a separate Power of Attorney dated **03/05/2023**, in favour Mr. Sudhir Ballou Mehta M/s. Shraddha Platinum Builders and Developers. The same is duly registered before the Sub Registrar of Assurances at Kurla bearing Registration document Serial No. **KRL-2/8230/2023**.
- (m) By virtue of the said Development Agreement and the said Power of Attorney, the Promoter is absolutely seized and possessed of and well and sufficiently entitled to develop the said Land in accordance with the recitals hereinabove;
- (n) The Promoter is in possession of the project land;
- (o) The Promoter has proposed to construct on the project land one multi storied building as per the approved plans. The Building comprising two Wings namely Wing - A and Wing -B. Wing A comprising of Basement + Gr. + 1<sup>st</sup> to 22<sup>nd</sup> upper floors and Wing B comprising of Basement + Gr. + 1<sup>st</sup> to 22<sup>nd</sup> upper floors. The Building shall have Multilevel Mechanical Car Parking;
- (p) The Allottee is offered an Apartment/Flat bearing number \_\_\_\_\_,  
\_\_\_\_\_ WING

- (q) \_\_\_\_\_Floor, (herein after referred to as the said “Apartment”) in the \_\_\_-Wing of the Building called “**SUJI PLATINUM**” (herein after referred to as the said “Building”) being constructed in the phase-I of the said project, by the Promoter;
- (r) The Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;
- (s) The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai on 23/10/2023.
- (t) The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.
- (u) By virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said building to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee/s of the Apartments and to receive the sale consideration in respect thereof;
- (v) On demand from the allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects **M/s. Archo Consultants** and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder and the same has been seen and approved by the Allottee at the time of booking and registration of this Agreement. The Allottee prior to the date hereof, examined a copy of all the documents and papers referred to above and has caused the same to be examined in detail by his/ her/ their Advocates and Planning and Architectural consultants and has understood the documents and information in all respects.

The Allottee has also examined all documents and information uploaded by the Promoters on the website of the Authority as required by RERA and the Maharashtra Rules and has understood the documents and information in all respects;

- (w) The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as **Annexure 'A' and 'B'**, respectively;
- (x) The authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure 'C-1'**;
- (y) The authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure 'C-2'**;
- (z) The authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **Annexure 'D'**;
- (aa) The Promoter 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 have been annexed and marked as **Annexure 'E'**;
- (bb) While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the 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.

- (cc) The Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.
- (dd) The Allottee has applied to the Promoter for allotment of an Apartment/Flat No. \_\_\_\_\_ on \_\_\_ floor in \_\_\_\_ - wing situated in the building “**SUJI PLATINUM**” being constructed in the said Project,
- (ee) The carpet area of the said Apartment under RERA is. \_\_\_\_ square meters (equivalent to \_\_\_\_\_ square feet). For the purpose of this Agreement “carpet area” 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 Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.
- (ff) 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;
- (gg) Prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only), being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.
- (hh) The Promoter has registered the Project under the provisions of the Real Estate

(Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority at Maharashtra bearing no. **P51800053230**, authenticated copy is attached in **Annexure 'F'**;

- (ii) Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- (jj) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Said Apartment and the parking at or for the consideration and on ownership basis in the manner appearing (if applicable).

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

1. The Promoter shall construct the said building “**SUJI PLATINUM**” consisting of upto Plinth and thereafter one multi storied building as per the approved plans. The Building comprising two Wings namely Wing - A and Wing -B. Wing A comprising of Basement + Gr. + 1<sup>st</sup> to 22<sup>nd</sup> upper floors and Wing B comprising of Basement + Gr. + 1<sup>st</sup> to 22<sup>nd</sup> upper floors. The Building shall have Multilevel Mechanical Car Parking on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of 2/3<sup>rd</sup> of the Allottees in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1(a) (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment/Flat No. – \_\_\_\_\_ of the RERA carpet area admeasuring \_\_\_\_\_ sq. meters (equivalent to \_\_\_\_ sq. fts) on \_\_\_\_\_ floor in the building Wing-\_\_\_\_\_ (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexure (D) for the consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_ Only) including 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 purchase price of the Apartment as mentioned above, is determined on the basis of above referred carpet area of the apartment which Allottee/s agree/s and confirm/s. Thus, the other appurtenant area such as terrace if any, balcony if any, service shaft if any, exclusive verandah, if any, are neither included in the carpet area nor are considered for determining the purchase price.

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee a mechanical parking (Pit Puzzle) being constructed in the layout for the consideration of Rs. \_\_\_\_\_/-

(iii) The Allottee shall not be allowed to allot/transfer/let-out said car parking to any outsider/visitor. Allottee shall keep the said mechanical car parking (pit puzzle) space as shown in the sanctioned plan of said project and shall not enclose or cover it in any manner. The said mechanical car parking space shall be used only for the purpose of parking motor vehicle and not for any other purpose. The Society shall finally ratify the reservation of such car parking in its Annual General Meeting at the time of handover by the Promoter.

OR

The Allottee has informed the promoter that he/she does not require any car parking space in said project. Accordingly, no reservation of car parking is

made against said Apartment. Allottee undertakes, assures and guarantees not to claim any car parking space in said project in future, nor raise any objection to use of car parking by other Allottees.

**1(b)** The **total aggregate consideration amount** for the apartment/flat including mechanical parking (Pit Puzzle) spaces is thus Rs. \_\_\_\_\_/-

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs. \_\_\_\_\_  
\_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) in the following manner :-

i. Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_ Only) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.

ii. Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_ Only) (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. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_ Only) (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. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_ Only) (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. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_ Only) (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. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_ Only) (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. \_\_\_\_\_/-(Rupees \_\_\_\_\_  
\_\_\_\_\_ Only) (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. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_ Only) 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(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, Swachh Bharat Cess, statutory charges any other Cess or any other similar taxes which may be levied now or any time, hereinafter in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment. All taxes, duties, levies, cess, statutory charges including GST and Other Charges as applicable/payable now or hereafter, on all amounts payable under this Agreement shall be borne and payable by the Allottee/s alone and the Promoters shall never be liable/responsible and/or required to bear and/or pay the same or any part thereof.

- (i) The Allottee is aware that the Allottee has to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual

payment or credit of such sum to the account of the Promoters, whichever is earlier as per section 194IA of the Income Tax Act, 1961. Further, the Allottee shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.

- (ii) The Allottee further agrees and undertakes that if the Allottee fails and/or neglects to deduct the tax at source or fails to pay the same after deduction, the Allottee alone shall be deemed to be assessed in default in respect of such tax and the Promoters shall not be liable for any statutory obligations/liability for non-payment of such TDS.
  - (iii) The consideration mentioned in clause No.1(b) hereinabove is net consideration and Allottee shall be liable to pay all the taxes payable thereupon including but not limited to GST, Cess etc. The said taxes shall be paid by the Allottee immediately on demand.
- 1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @

\_\_\_\_\_ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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

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

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall

abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the Society 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 (c) herein above. (“Payment Plan”).

i) In cases of all cheques or pay orders or demand drafts or wire transfers, the collection charges, if any will be debited to the Allottee account and only the net amount so received from the Allottee after adjusting the collection charges against actual payment demand from the Promoter will be calculated as net credit to the Allottees account.

ii) In case of any cheque being dishonoured, a sum of Rs. \_\_\_\_/- (Rupees \_\_\_\_\_ only) plus taxes as applicable would be debited to the Allottees account and the same shall be forthwith payable by the Allottees. This is without prejudice to the right of the Promoter to charge Interest for delay and/or to terminate this Agreement as breach on the part of the Allottees. Any taxes on the above amounts shall also be borne and paid by the Allottees.

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 1171.51 square meters only and Promoter has planned to utilize Floor Space Index of 4.52 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 4.52 as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed

construction and sale of apartments 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 till handing over the said building to the Society.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post A.D. at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the

Promoter shall either a) deduct an amount equal to \_\_\_\_\_ % of the total consideration payable hereunder plus brokerage fees, plus taxes plus any other outgoings and expenses incurred by the Promoters or (b) the actual loss incurred by the Promoters on the resale and/or disposal of the said Apartment to a third party Allottee; whichever is more and thereupon refund to the Allottee and/or the bank or financial institution if Allottee has availed loan, the balance of the sale price which the Allottee may have till then paid to the Promoters without any interest on the amount so refundable within a period of ninety days of the termination, the instalments of sale consideration of the said Apartment which may till then have been paid by the Allottee to the Promoters. And upon termination of this Agreement, pending refund of the amount as aforesaid, the Promoters shall be at liberty to dispose off and to sell the said Apartment to such person or persons at such price and on such conditions as the Promoters may desire and think fit in their absolute discretion and the Allottee shall have no objection for the same. It is agreed that the Promoters shall refund the aforesaid amounts only upon the Promoters having received the consideration from the resale of the said Apartment and simultaneously with the execution of the necessary deeds, documents and writings, if any required by the Promoters, in respect of such cancellation.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in **Annexure 'G'**, annexed hereto.
6. The Promoter shall give possession of the Apartment to the Allottee on or before 31<sup>st</sup> day of January 2026. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in

respect of the Apartment 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 Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -

- (i) war, civil commotion or act of God, flood, draught, fire, cyclone, earthquake, Pandemic or Epidemic, virus outbreaks, plagues, or any other calamity caused by nature affecting the regular development in the said project;
- (ii) non availability of cement or any other construction material;
- (iii) any notice, order, rule, notification of the Government and/or other public or competent authority/court or changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development of the project;

**7.1 Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 15 (fifteen ) days from the date of issue of such notice and the Promoter shall give possession of the Apartment 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.

**7.2** The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said

Apartments are ready for use and occupancy.

7.3 **Failure of Allottee to take Possession of Apartment/Flat:** Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Apartment 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 to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges and all such other municipal, government, local body etc.as applicable. All taxes and charges as applicable from the 16<sup>th</sup> day of the intimation sent by the Promoter that the said Apartment is ready for use and occupation.

7.4. If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. The aforesaid warranty given by the Promoters is applicable only if after occupying the said Apartment, the Allottee shall maintain the said Apartment in the same condition as it was handed over to him/her/them by the Promoters and in case the Allottee makes any changes like shifting of the walls, doors, windows and grills, bedrooms, kitchen, bathrooms, balconies, terrace, enclosing balconies, flower bed, extending rooms, changing floorings, plumbing systems, electrical wiring, sanitary systems and fittings, fixing falls ceiling or doing any work affecting and damaging the columns and/or beams of the building, or damaging the stability of the structure of the building,

intentionally or due to negligence, with or without the permission of the competent authority and/or society Further, in the following cases where the Allottee (i) installs air-conditioners on the external walls haphazardly which may destabilize the structure, (ii) Allottee loads heavy luggage in the lift, (iii) damage any portion of the neighbour's Apartment or common area by drilling or hammering etc. The Allottee shall not be entitled to invoke the aforesaid warranty given by the Promoters. it shall be necessary to appoint an expert who shall be a nominated surveyor who shall then submit a report to state the defects in materials used, in the structure built of the Apartment/building and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement. After receiving possession from the Promoters, any damage due to wear and tear of whatsoever nature is caused thereto (save and except the defects as mentioned in Clause 7.4 above), the Promoters shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Allottee and the Allottee alone shall be liable to rectify and reinstate the same at his/her/their own costs. The Allottee shall not carry out any structural alterations of whatsoever nature in the said Flat and in particular it is hereby agreed that the Allottee shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erections in the bathroom which may result in seepage of the water. If any of such works are carried out, the defect liability as stated in Clause 7.4 above shall automatically become void. In case such works are carried out without consent and/or affect any other flat, the Allottee shall be liable for damages and costs of repair.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence The Allottee agrees not to change the user of the said Apartment without prior consent in writing of the Promoters and any unauthorised change of user by the Allottee shall render this Agreement voidable at the option of the Promoters and the Allottee in that event shall not

be entitled to any right arising out of this Agreement. He / She shall use parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s) of Apartments in the building shall join the Society Kannamwar Nagar Aditya Cooperative Housing Society Limited as New Member.

9.1 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the 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. The Allottee further agrees that till the Allottee's share is so determined, the Allottee shall pay to the Promoter provisional monthly contribution of Rs. \_\_\_\_\_ /- per month towards the outgoings which shall be paid in advance for \_\_\_\_\_ months on/before possession of the Apartment. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the Promoter handover in favour of the society as aforesaid.

9.2 The Promoters shall, within three months of receiving the Occupation Certificate hand over to the Society all the right, title and the interest of the Promoters in the common areas and facilities provided in the said property on which the said building is constructed subject to the completion of construction of all the building/structures upon the said property and receipt of entire consideration from all the allottees of all the premises constructed upon the said property. (subject to his right to dispose of the remaining apartments, if any) in the said structure of the said Building

(excluding basements and car parking's) in which the said Apartment is situated.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts: -

(i) Rs. \_\_\_\_\_ for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

(ii) Rs \_\_\_\_\_ for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body.

(iii) Rs. \_\_\_\_\_ for deposit towards 1 year advance provisional contribution towards outgoings of Society.

(iv)Rs. \_\_\_\_\_ for Deposit towards Water, Electric, and other utility and services connection charges

(v) Rs. \_\_\_\_\_ for deposits of electrical receiving and Sub Station provided in Layout.

(vi) Rs. \_\_\_\_\_ - for Development charges.

(vii) Rs. \_\_\_\_\_ for Gymnasium Membership.

The Allottee shall also be liable to pay before taking possession, the deposit for the payment of property taxes and water charges for the period of 12 months. The maintenance charges mentioned herein above is excluding the amount of property taxes and water charges.

#### 11. 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 has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent

- Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report, if any;
  - iv. 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, if any;
  - v. 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 has 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;
  - vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
  - vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
  - viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
  - ix. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
  - x. No notice from the Government or any other local body or authority or any

legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

13. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows: -

- i. To maintain the Apartment at the Allottee's own cost in good and tenable 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 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 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 is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment 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 is situated or the Apartment 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 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 or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his

share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Apartment is situated.

- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- x. The Allottee shall observe and perform all the rules and regulations which the Society may adopt and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the 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 of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

14. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital of the Co-operative Society towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

14A. 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.

15. 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 and Building or any part thereof. The Allottee 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 Promoter until the said structure of the building is handed to the Society as hereinbefore mentioned.

16. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter 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/.

17. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee,

application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee, without any interest or compensation whatsoever.

18. 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 apartment/plot/building, as the case may be.

19. RIGHT TO AMEND

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

20. 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, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

21. 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.

22. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER

## REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.

### 23. 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.

### 24. PLACE OF EXECUTION

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

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

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

Name of Allottee/s : \_\_\_\_\_

Allottee/s Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

M/s. SHRADDHA PLATINUM BUILDERS AND DEVELOPERS

A/2005, Station Plaza,

Station Road, Bhandup (West),

Mumbai-400078

Notified Email ID: [admin@sujibuilders.com](mailto:admin@sujibuilders.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.

27. JOINT ALLOTTEES

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

28. Stamp Duty and Registration: - The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee/s.

29. Dispute Resolution: - Any dispute between parties shall be settled amicably. In case

of failure to settled the dispute amicably, which shall be referred to the Maha RERA as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

### 30. 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.

### **SCHEDULE - I**

#### THE SAID PROPERTY ABOVE REFERRED TO:

All that piece and parcels of lands and grounds comprising of land bearing Survey No.113(pt.), corresponding CTS No.356/A/2/1 area admeasuring about 1171.51 sq. metres Village Hariyali, Taluka Kurla, Mumbai Suburban District, Kannamwar Nagar, Vikhroli (East) Mumbai- No – 400 083. Mumbai Suburban District and bounded as under:

On or Towards the East	:	Building No. 18
On or Towards the West	:	Building No. 24
On or Towards North	:	Building No. 21 & 23
On or Towards South	:	Aatmaram Surve Marg

### **THE SECOND SCHEDULE**

#### SAID APARTMENT ABOVE REFERRED TO:

Flat No.\_\_\_\_ on the \_\_\_\_\_ Floor, of the New Building (counting from ground level), \_\_\_\_\_-Wing, named “**SUJI PLATINUM**” which is constructed in or upon the above

referred said Plot admeasuring area \_\_\_\_ square meters (RERA Carpet equivalent to \_\_\_\_ square feet) which apartment is shown on the floor plan thereof as Annexure 'D' known as “Kannamwar Nagar Aditya Cooperative Housing Society Limited” situated at Kannamwar Nagar No.1, Vikhroli (East), Mumbai – 400083.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR HANDS ON THE DAY FIRST ABOVE WRITTEN

**SIGNED & DELIVERED BY THE** )  
**WITHIN NAMED “PROMOTER”** )  
**M/s. SHRADDHA PLATINUM** )  
**BUILDERS AND DEVELOPERS** )  
Through its Partner )  
**MR. JITENDRA DATTATRAY GHADIGAONKAR** )

**SIGNED & DELIVERED BY THE** )  
**WITHIN NAMED “ALLOTTEE/S”** )  
\_\_\_\_\_ )

In the presence of

1)

2)

#### RECEIPT

Received an amount of Rs. \_\_\_\_\_/- from Allottee/s towards part payment of total

consideration as mentioned above in following manner;

Date	Amount (Rs.)	NEFT/ RTGS/ IMPS/ Cheque No.	Name of the Bank

I say received,

**M/s. SHRADDHA PLATINUM BUILDERS AND DEVELOPERS**

Through its Partner

Housiey.com