AGREEMENT FOR SALE

THIS **AGREEMENT FOR SALE** is made at Mumbai this __ day of _____ 202_

BETWEEN

M/s K. Ajmera Developers a firm registered under the provisions of Indian Partnership Act, 1932 having its registered office Address at Room No. 82, 3rd Floor, Shreenathji Building, 134/150, Kika Street, Gulalwadi, Mumbai 400 004, hereinafter referred to as "**THE PROMOTER**" (which expression shall unless it be repugnant to the meaning or context thereof be deemed to mean and include the Partner or the Partners for the time being of the said Limited Liability Partnership, their respective heirs, executors, administrators) of the **One Part;**

AND

_____ residing/having its permanent address at _____, hereinafter called the **"THE ALLOTTEE"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individuals his/her/their respective heirs, executors, administrators and permitted assigns, in case of company its successors and assigns and in case of partnership firm partners from time to time and their respective heirs, executors, administrators and assigns) of the **Other Part**:

WHEREAS:

(a) By and under an Indenture of Conveyance dated 21st July, 1972 executed and entered into between Minerva Dealers Private Limited (therein referred to as 'the Vendor') of the One Part, (1) Gangadhar Shridhar Sukhtankar, (2) Ashok Balwant Aras, (3) Kalyan Janardan Dabholkar, (4) Kishori Ratankar Walawalkar, (5) Lila Shiram Mahajan & (6) Pramod Waman Sukhtankar the then carrying on Partnership business in the name & style of Messrs. Venus Housing Enterprises (therein referred to as 'the First Confirming Parties') of the Second Part; Digamber Bhimrao Kulkarni, the then Chief Promoter of Navyog Apartments Co-operative Housing Society (therein referred to as 'the Second Confirming Party') of the Third Part And Navyog Apartments Co-operative Housing Society Ltd. i.e. the Society herein (therein referred to as 'the Purchaser') of the Fourth Part; whereby the said Vendor with the consent and confirmation of the said Confirming Parties sold, conveyed and transferred unto the Society herein, all that piece and parcel of land or ground bearing Survey No. 109, Hissa No. 3 (part) , Survey No. 134, Hissa Nos. 1 to 7(part), Survey No. 144, Hissa No. 11 (part) and Survey No. 144, Hissa No.2 (part) now designated as Plot No. 14 (as per the sub-division and layout of the property sanctioned/ approved by the then Bombay Municipal Corporation as per letter No. CE/78/BST/L.O.T. dated 2nd April, 1970), now bearing C.T.S. No.551/51 admeasuring 1679.0 sq. mtrs. or thereabout situate, lying and being in Revenue Village Nahur, at Pandit Jawaharlal Road, Mulund (West), Mumbai – 400 080 (hereinafter referred to as 'the said plot of land') at the price and on the terms, conditions as recorded therein. The aforesaid Indenture of Conveyance was lodged for registration under Serial No. BOM/R/4045 of 1972 on 28th July 1972 with the Sub-Registrar of Assurances, at Bombay and duly registered.

(b) In pursuance thereof, the Society herein i.e., **Navyog Apartments Co-operative Housing Society Ltd.** constructed a building known as Navyog Apartments having three Wings viz. 'A' Wing (consisting of ground plus three upper floors, with 11 residential flats), 'B' Wing (consisting of ground plus three upper floors, with 8 residential flats) & 'C' Wing(consisting of ground plus three upper floors, with 8 residential flats) on the said plot of land, in accordance with the necessary approvals/ sanctions granted by Brihanmumbai Municipal Corporation (BMC) and other concerned Authorities with its own resources herein for the sake of brevity referred to as " the said Building" and allotted in all 27 residential flats in the said building to the concerned 27 members of the Society, for their respective occupation and possession thereof;

(c) The Existing Building of the Society is more than 40 years old and hence the Society members have decided to Redevelop the said society property and invited offers from various builders for Redevelopment of the said society property and the Society had appointed M/s. Rite Developers Private Limited (hereinafter referred as "the Earlier Developer") as their Developer and Development Agreement dated 25.11.2013 ("Development Agreement"), executed between the Society herein and the earlier Developer herein, the earlier Developer acquired the development rights in respect of said property being all that piece or parcel of land or ground bearing Survey No. 109, Hissa No.3 (Part), Survey No. 134, Hissa Nos. 1 to 7(Part), Survey No. 144, Hissa No.11(Part) and Survey No.144, Hissa No.2(Part) now designated as Plot No.14 (as per the sub-division and layout of the property sanctioned / approved by the then Bombay Mumbai Municipal Corporation as per Letter No. CE/78/BST/L.O.T. dated 02.04.1970) now bearing CTS No. 551/51, admeasuring 1679 sq. mtrs. or thereabout together with existing building known as "Navyog Apartments Co-operative Housing Society Ltd." standing thereon situated, lying and being in the Revenue Village: Nahur, Taluka :Mulund, Mumbai Suburban District at Pandit Jawaharlal Road, Mulund (West), Mumbai 400 080, in

the Registration District and Sub-District Mumbai City and Mumbai Suburban, The said Development Agreement is duly registered with the Office of the Sub-Registrar of Assurances under Serial No. KRL2-11134-2013 on 27th November 2013;

(d) Simultaneously with the execution of the aforesaid Development Agreement, the Society executed in favour of the earlier Developer a Power of Attorney dated 27th November 2013 under serial no KRL2-11134-2013 duly registered in the office of the Joint Sub-Registrar Kurla - 2, granting inter-alia various powers and authorities to the earlier Developer in respect of the Said Property.

(e) In pursuance of the above scenario and events and due to the re-development of the Said Property being substantially delayed on the part of the earlier Developer, the Society vide its termination Notice dated 03/10/2016; terminated the appointment of earlier Developer and also published the same vide Public Notice dated 28/09/2017 in the Times of India, Maharashtra Times and Janmabhumi.

(f) The said dispute and issues were ultimately settled between the said parties by virtue of the Consent term dated 22nd October 2019 ("Consent Terms") filed in the High Court of Mumbai. The Society complied with the Consent Terms by approving the draft Plan given by the Earlier Developer and also by allotting proposed units to the existing members and the same was conveyed to the Developer and acknowledged by the Developer on 28/10/2019. Post this the Developer approached society stating that the City Survey Department carried physical survey of the plot of the said property area and there was a difference of plot area between the CTS boundary and physical boundary. Physical plot area is working out to approximately admeasuring 1582.75 Sq. Mtr against CTS /PRC area of 1679 sq. Mt. and MR plan was issued vide letter dated 1943 dated 31.03.2020., due to which the said Society property described i.e. all that piece or parcel of land or ground bearing Survey No. 109, Hissa No.3 (Part), Survey No. 134, Hissa Nos. 1 to 7(Part), Survey No. 144, Hissa

No.11(Part) and Survey No.144, Hissa No.2(Part) now designated as Plot No.14 (as per the sub-division and layout of the property sanctioned / approved by the then Bombay Mumbai Municipal Corporation as per Letter No. CE/78/BST/L.O.T. dated 02.04.1970) now bearing CTS No. 551/51, admeasuring 1679 sq. mtrs. as per PRC and 1582.75 sq. mtrs. as per Physical survey or thereabout together with existing building known as "Navyog Apartments" standing thereon situate, lying and being in the Revenue Village: Nahur, Taluka: Mulund, Mumbai Suburban District at Pandit Jawaharlal Road, Mulund (West), Mumbai 400 080, in the Registration District and Sub-District Mumbai City and Mumbai Suburban (hereinafter for the sake of brevity referred to as "**the Said Property**"), more particularly described in the Schedule hereunder written.

(g) In pursuance thereof, there was delay on the part of earlier Developer in execution of terms as agreed in Consent Term and Earlier Developer failed to abide terms of the Consent term and as agreed in the Consent Term the Society in the SGBM dated 22nd March 2021 the resolution was passed unanimously to Terminate the Development Agreement and Power of Attorney of the Earlier Developer. The Society has power to Terminate The Earlier Developer, The Society had sent termination Notice to the earlier Developer and vide Special General Meeting Society dated 16.06.2021 had passed Resolution for Termination of the earlier Developers and earlier Developer has unconditionally withdrawn themselves from the said redevelopment of the said property and registered Deed of Cancellation and Registered vide bearing Sr. No. KRL-4-3855 of 2022 dated 24th February, 2022.

(h) Further society and its members had agreed to conditionally appoint New Developer i.e., K. Ajmera Developers as Developer subject to the earlier Developer executing termination Deed and further Subject to the New Developer accepting the Commercials. Pursuant to General Body Meeting held on 16.06.2021 and the resolutions dated 16.06.2021 passed therein,

conditionally agreed to appoint the Developers for further obtaining balance approvals and completion of new building constructed as per approvals, and obtain necessary Occupation Certificate and to give possession to the existing members as per the terms of this Agreement.

(i) Vide Development Agreement Dated 24th February, 2022 executed between Navyog Apartment Co-operative Housing Society Limited being referred to as Society therein M/s. K. Ajmera Developers being referred to as Developer therein and Developers herein and Members of the Society being referred to as Members of the society registered bearing No. KRL-4-3910of 2022 dated 24th February, 2022 ["the said Development Agreement"] upon terms and conditions mentioned therein;

(j) The Society had also executed the Power of Attorney dated 21st July, 2022 duly registered vide bearing No. KRL-4-3911 of 2022 dated 24th February, 2022 ["the said Power of Attorney"], thereby appointed the Partners of the Developer as their constituted attorneys to do and carry out certain acts, deeds, matters and things in the respect of the said Property as more particularly stated therein;

(k) In the revenue records, such as Property Card being the Bombay City Survey and Land Records, the said property stands in the name of Navyog Apartment Co-operative Housing Society Limited as owner of the said property. Hereto annexed and Marked as Annexure "A" is copy of Property Card.

(l) The Promoter had submitted the plans and proposals, the BMC had sanctioned the plans and issued and issued I.O.D. under reference No. CHE/ES/1655/T/337(NEW)/IOD/1/Amend dated 23rd June, 2023 for the purpose of construction of the proposed Commercial cum residential building consists of Ground Floor Commercial and 1st to 20th Floor Residential. Hereto annexed and marked as **Annexure "B"** is the copy of IOD dated 23rd June, 2023**.** Further the Promoter had obtained Commencement Certificate (CC) issued by BMC Hereto annexed and marked as **Annexure "C"** is the copy of CC dated 5th October, 2023,

(m) In the circumstances, the Promoter herein became entitled to redevelop the said property to the fullest extent possible as also use TDR of other property for construction on the said land to the extent permissible under the building rules and regulations subject to the terms and conditions under the said offer and consent letter;

(n) The said old existing structure that was standing on the said property was occupied by the society. The said old existing structure in course of redevelopment of the said property shall be demolished by the Promoter and a new building shall be constructed in its place and that the members would be rehoused in the new flats meant to be allotted to them and the balance flats would be sold by the Promoter in the open market to the prospective purchasers;

(o) The Promoter will be developing the said property under fit Development Control & Promotion Regulations, for 2034 or further modification thereof in phase wise manner by constructing thereon a multi-storeyed building;

(p) Accordingly, the Promoter have already submitted and will also be submitting amendments thereto with the BMC and other concerned authorities for and in relation to said project;

(q) The Promoter is now redeveloping the said property in the manner contemplated under the prevailing Development Control & Promotion Regulations, for 2034 and reconstructing in its place, new multi-storeyed building in accordance with approved building plans and specifications utilizing the basic FSI of the land, fungible FSI and full TDR that will be permitted to be utilized thereon;

(r) The Promoter had approached the society and requested them to co-operate with the Promoter for redevelopment of the said property to which they agreed to subject to the Promoter providing new flats in lieu of their respective old flats, as and by way of permanent alternate accommodation, in the proposed new building to be constructed on the said property after obtaining Occupation Certificate and subject to other

terms and conditions as mutually agreed by the Promoter with the society. The Promoter have agreed that possession of new flats agreed to be provided and given to the members would be first provided / offered by the Promoter to them and thereafter only, the Promoter can handover possession of surplus flats to any purchasers thereof;

(s) The Promoter presently propose to construct a new multistoried building on the said property consisting of residential building consists of Ground Floor Commercial and 1st to 20th Floor Residential. (Hereinafter referred to as the **"said Building"**);

(t) Advocate Kajal Dedhia have investigated title of the said property and issued title certificate thereof. In the title certificate Kajal Dedhia, Advocates have fully recited the title of the said property and or of the Promoter to the development rights thereof, hereto annexed and marked as "**Annexure "D"** is copy of Title Certificate;

(u) The Promoter propose to construct the said Building on the said property as per the plans approved/sanctioned under the aforesaid permission/ I.O.D. and as per the specifications, elevations, sections and details thereof with certain modifications and or alterations therein that may be approved by BMC;

(v) The Promoter have already appointed Architects Ms. Tanvi Dedhia of T Designs and R.C.C. Consultant Mr. Rupesh Chaudhri of Unistep Consulting Private Limited for the preparation of the structural designs and drawings of the proposed building and accept the professional supervision of the said professionals during the course of the construction of the said new building till the completion of the said Building;

(w) The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai No. _____; authenticated copy is attached in **Annexure "E"**;

(x) By Virtue of Development Agreement, The Promoter have sole and exclusive right to construct the said Building on the said land and

redevelop the said property in accordance with the approved BMC plans and to sell and/ or allot parking slots, /flats/Shop/Office, etc. in the said Building that will be constructed by them and also to enter into agreements with purchaser/s of such flats/ parking slots and to receive the sale proceeds in respect thereof;

(y) Vide sanctioning the plans, the 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 and on the basis of the same the Promoter has given various Undertaking, and the promoters will abide by said undertaking/s, while re-developing the said property and constructing the said Building and upon due observances and performance of which only, Occupation Certificate in respect of the said Building shall be granted by concerned local authority;

(z) The Promoter accordingly have commenced construction of the said Building known as "**ANANTA"**;

(aa)The Allottee/s has/have demanded from the Promoter and the Promoter have given inspection to the satisfaction of the Allottee/s of all the documents of title relating to the said property IOD, CC, plans (both sanctioned as well as tentative plans with amendments proposed to be made therein), designs and specifications of the said project and such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as **"The RERA ACT"**) and further as amended and the Rules and Regulation made there under.

AND WHEREAS the Allottee/s has/have requested Promoter to allot to the Allottee/s a flat/Shop/Office No. _____ and allotted Stilt/Mechanical Parking Space No. _____ is/are hereinafter collectively referred to as the **"said Apartment"** (As mentioned in **Exhibit - 2**) a Flat/Shop/Office admeasuring the area _____ sq. ft. of RERA carpet area plus _____ Sq. Ft. Balcony and Dry Yard (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) of said Building **"ANANTA"** being / to be constructed on the said property in the said project together with attached balcony which flat/Shop/Office along with balcony is shown surrounded by Red colour boundary lines on the tentative floor plan thereof hereto annexed and marked as **Annexure "F"** and the Promoter have also allotted Stilt/Mechanical Parking (As mentioned in **Exhibit - 2**) in the Parking Space as is shown surrounded by Red Colour boundary lines on the Parking plan thereof hereto annexed and marked as **Annexure "F-1**" and more particularly described in the **Second Schedule** hereunder written to which the Allottee have also agreed to at or for the price and upon the terms and conditions contained herein..

AND WHEREAS as required under the provisions of the Maharashtra Co-operative Societies Act, 1960 (Maharashtra Act No. XXIV of 1960) and under the various terms and conditions of sanctioned Development Schemes recited above, the Allottee/s make/s a declaration to the effect that the Allottee/s is/are eligible to apply for the allotment of Apartment in the said Building.

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

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter (as mentioned in **Exhibit -2**), 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

AND WHEREAS, 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.

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 Apartment and Stilt/Mechanical parking (if applicable) together with certain amenities at the price and on the terms and conditions herein contained

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

1. The Allottee/s has/have verified and seen the proposed / sanctioned building plans as also the particulars of the specifications in accordance with which the said Building is to be constructed. The parties hereto admit that it is not practically possible for the Promoters to approve the total building plans and that they need to amend the same from time to time as they may require having regard to the market dynamics and requirements at any given point of time, for better commercial exploitation of the said property. The Promoters shall further be entitled to make such changes in the building plans

(including addition of floors, additional wings, change of users of the area therein) as the Promoters may from time to time determine and as may be approved by BMC and or other concerned authorities and the Promoter shall have to obtain prior approval in writing of the Allottee in respect to the above modification.

2. The Promoter shall construct the multistoried building and Stilt/ Mechanical 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 the Allottee 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.

3.

3.1. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee the Apartment (as mentioned in **Exhibit - 2**) in the said building **Ananta** as shown in the Floor plan thereof hereto annexed and marked **Annexures- "F"** for the consideration (as m entioned in **Exhibit - 2**)

3.2. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Stilt/Mechanical Parking (as mentioned in **Exhibit - 2**) being constructed in the layout as shown in the parking plan thereof hereto annexed and marked **Annexures- "F-1"** for the consideration (as mentioned in **Exhibit - 2**).

3.3. The total aggregate consideration amount for the apartment (Flat/Shop/Office and Parking Space) (as mentioned in **Exhibit - 2**) 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 **Third Schedule** annexed herewith. (The price of the Apartment including the proportionate price of the common areas and facilities should be shown separately).

3.4. The Allottee has paid on or before execution of this agreement as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount (being **Payment Schedule**) (as mentioned in **Exhibit - 2**)

3.5. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST or (as applicable) and Cess or any other similar taxes which may be levied, but include TDS amount 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.

3.6. 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 further payments receivable.

3.7. The Allottee/s shall make all payments the instalments are payable on the completion of various stages of construction, on demand by the promoter on the completion of the construction of each stage in writing. The Allottee shall make payment of the concerned related instalment within a period of 15 (Fifteen) working days from the date of receipt of the aforesaid written intimation. In case if Allottee fail to make payment within the aforesaid period of 15 (Fifteen) working days, then in that event Allottee shall be bound and liable to pay interest as per State Bank of India highest marginal cost of lending Rate plus 2% percent per annum**,** on the outstanding amounts from the date of expiry of the aforesaid period of 15 (Fifteen) working days till the date of actual payment. Allottee are liable to make payment of interest as specified above on all the delayed payment which become due and payable by Allottee to Promoter from the date the said amount is payable by Allottee to Promoter, The Allottee/s shall make all payments, through A/c payee cheque/demand draft or online payment (as applicable) the details of payment as mentioned in **Exhibit - 2**.

3.8. 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 90 days. 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 3 of this Agreement.

3.9. 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.

4. 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.

5. 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 association of the allottee after receiving the occupancy certificate.

Similarly, the Allottee shall make timely payments of the installment 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 “Payment Schedule”- (as mentioned in **Exhibit - 2**).

5.1. (i) If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or any other reason, the promoter shall be liable, on demand of the Allottee/s in case Allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the total amount received by him in respect of the apartment, with the interest as per State Bank of India highest marginal cost of lending Rate plus 2% percent per annum within 90 days including compensation,

Provided further if the Allottee does not intend to withdraw from the project, the promoter shall pay the Allottee interest as per State Bank of India highest marginal cost of lending Rate plus 2% percent per annum within 90 days including compensation, 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 per State Bank of India highest marginal cost of lending Rate plus 2% percent per annum within 90 days including compensation**,** 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.

5.2. Without prejudice to the right of promoter to charge interest in terms of sub clause 5.1 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 installments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of 15 days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

PROVIDED FURTHER that upon termination of this agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to the adjustment and recovery of 10% of Agreement value as administrative expenses and/or any other expenses incurred by Promoters for such unit as requested by the said Allottee/s or any other amount which may be payable to the Promoters, within a period of 90 days of the termination, the installments of sale price of the said apartment which till then have been paid by the Allottee/s to

the Promoter and the promoter herein shall be entitled to deal with the said apartment with any prospective buyer. Delay in issuance of any reminders or notices from the promoter shall not be consider as waiver of promoter absolute right to terminate this agreement.

5.3. For whatsoever reason if the Allottee/s herein, without any default or breach on his/her/their part, desire to terminate this Agreement/transaction in respect of the said apartment then, the Allottee/s herein shall issue a prior written notice to the promoter as to the intention of the Allottee/s and on such receipt of notice the promoter herein shall be entitled to deal with the said apartment with prospective buyer. After receipt of such notice of intention to terminate this agreement, the promoter shall issue a 15 day's notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the Allottee/s shall be entitle to receive the refund of consideration, subject to terms of this agreement.

It is specifically agreed between the parties hereto that, if the transaction in respect of the said apartment between the promoter and allottee/s herein terminated as stated in sub-para 5.2 and 5.3 herein above written then all the instrument under whatsoever head executed between the parties here to or between the promoter and allottee/s herein, in respect of the said apartment, shall stand automatically cancelled and either party have no right , title, interest or claim against each other except as provided hereinafter.

6. 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) or any other amenities to be provided by the Promoter in the said building and the Apartment as more particularly described in the annexure hereto annexed and marked **Annexures "H"**.

7. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 6,200 square meters only and Promoter has planned to utilize Floor Space Index of 3.92 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 3.92 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 apartment 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.

8. The Promoters agrees and understand that timely delivery of possession of the said Apartment is the essence of the Agreement. Subject to receipt of full consideration/total price and dues of the promoter and taxes thereon are paid by the Allottee/s in respect of the said apartment, in terms of these presents, the promoter, based on the approved plans and specification assures to hand over possession of the said Commercial apartment on or before 30th September, 2024 and Residential Apartment on or before 31st August, 2025.

PROVIDED THAT, the Promoter shall be entitled to extension of time for giving delivery of the said premises on the aforesaid date, and same shall not include the period of extension given by the Authority for registration further if the completion of the said Building in which the said apartment 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.

8.1. The promoter, assure to hand over possession of the said common amenities on 31st August, 2025.The Allottee/s herein agrees and convey that he/she/they shall not be entitle to refuse to take the possession of the said apartment on the ground of non-completion of common amenities.

9. 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 3 (three) months 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 fulfillment 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 allottee, 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.

9.1. The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee

intimating that the said Apartment s are ready for use and occupancy:

9.2. Upon receiving a written intimation from the Promoter as per clause 9.1, 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 9.1 such Allottee shall continue to be liable to pay maintenance charges as applicable from the date of occupation certificate.

10. 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.

Provided that, the Allottee/s shall not carry out any alterations of the whatsoever nature in the said apartment of phase/wing and in specific the structure of the said unit/wing/phase of the said building shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alteration in any of the fittings, pipes, water supply connections or any erections 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 promoter the defect liability automatically shall

become void.

11. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of it is intended. He shall use the parking space only for purpose of keeping or parking vehicle.

12. On receipt of Occupation Certificate within 4 months the Promoter will hand over the Entire property to the Society. No Deed of Conveyance/Assignment of Lease is required to be executed for conveying the said Property to the Society, the absolute right, interest and title in respect of the said Property vests with the society. The Allottee along with other allottee(s)s of Apartments in the building shall admitted as new member of the said society and will be issued proportionate share capital of the society as per the Society Bye Laws.

12.1. 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. Until the Promoter handover the entire property to the Society, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional

monthly contribution as per **Exhibit 2** per month towards the outgoings. Once the Promoter handover the entire property to the Society the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society, as the case may be.

13. The Allottee shall on or before delivery of possession of the said Apartment keep deposited with the Promoter, the Development Charges, Society Contribution, membership and Club house charges, maintenance Charges, Legal Charges (i.e. **Other Charges**) (as mentioned in **Exhibit - 2**)

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

    a. The Promoter has clear and marketable title with respect to the project land; a s 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;

    b. 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;

    c. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

    d. There is no litigation pending before any Court of law with respect to the project land or Project;

    e. 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;

f. 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;

g. 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;

h. 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;

i. On issuance of the Occupation Certificate of the said Building the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Society; and title documents, necessary documents and plans to the society;

j. 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;

k. 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.

14.1. The Promoter/s shall be entitled to enter into agreement with other buyers and Purchasers on such terms and conditions as the Promoter/s may deem fit or alter the terms and conditions of the agreements already entered into by the Promoter/s with other buyers and purchasers.

15. 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:

a. 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.

b. 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 the negligence or default of the allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

c. Not to Misuse damage the staircases, common passages, Meter room, Pump Room, Society office, Servants Toilet/room, or any other structure of the building in which the apartment is situated, including entrances of the building in which the Apartment is situated;

d. 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.

e. 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 tenantable 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, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society.

f. 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.

g. 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.

h. Not to object development on open space of the proposed building or adjoining plot on west and east side plot with deficiency in open space if development takes place in

future. Also, the NOC from neighbourhood shall not be insisted by flat/Shop/Office Allottee/s.

i. 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.

j. 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.

k. The Allottee shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartment 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.

l. Till the Promoter hand over the entire Society +the Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.

m. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of the Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

n. The Allottee/s shall observe and perform the terms, conditions and covenants contained in this agreement and shall keep the Promoter indemnified against observance and performance of the said terms, conditions and covenants to be observed and performed by the Allottee/s under this agreement.

o. If the Allottee/s neglects, omits or fails for any reason whatsoever to perform and/or observe any of the terms, conditions, stipulation and covenants herein contained on its/his/her/their part to be observed and performed then this agreement shall at the option of the Promoter stand terminated and except the earnest money / deposit, all other amounts till then paid by the Allottee/s to the Promoter shall be refunded without interest by the Promoter to the Allottee/s and the Allottee/s hereby agree/s to forfeit all

its/his/her/their right, title and interest in the said apartment and if the possession of the said apartment is already handed over to the Allottee/s, then in such an event, the Allottee/s shall also be liable to immediate ejectment as trespasser/s. However, the rights given under this clause to the Promoter shall be without prejudice to any other rights, remedies and claims whatsoever of the Promoter available against the Allottee/s under this Agreement and/or otherwise.

15.1. In addition to above the Allottee/s confirm/s and declare/s that he/she/they are aware and agreed;

a) That the building is deficient in open space and BMC will not be held liable for the same in future.

b) That the Allottee/s Purchaser/s agrees for no objection for the neighbourhood development with deficient open space in future.

c) That the Allottee/s /s will not hold BMC liable for failure of Stilt/mechanical/ Parking system / car lift in future.

d) That the Allottee/s /s will not hold BMC liable for the proposed inadequate / Sub-standard sizes of room in future and complaints of whatsoever nature will not be made in future.

e) That the no complaints of whatsoever nature from the Allottee/s as regards to parking arrangement and inadequate aisle space will be done against BMC and/or any of BMC Staff.

16. Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the promoter herein has decided to have the name of the project as **Ananta** and

building will be denoted and known as **Ananta**. The Allottee/s in the said project/building/s or proposed organisation are not entitled to change the aforesaid project name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this Agreement.

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

    Provided that the Promoter shall be allowed to withdraw the sums received from the Allottee/s and utilise the same as contemplated and permitted under the said act and rules and regulations made thereunder.

18. 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 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 transferred to the Society or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

19. 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.

20. 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 not be refund to the Allottee.

21. 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 building, as the case may be.

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

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

24. 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.

25. 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.

26. 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.

27. The execution of this Agreement shall be complete only upon its

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

28. The Allottee and/or Promoter shall present this Agreement 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.

29. 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 Promoter	M/s. K. Ajmera Developers
Address of Promoter	Room No. 82, 3rd Floor, Shreenathji Building, 134/150, Kika Street, Gulalwadi, Mumbai 400 004
Contact Number of Promoter	kajmeradevelopers@gmail.com
E-Mail ID of Promoters	+91 9821118041

Name of Allottee	

Address of Allottee	
Contact No. of Allottee	
Email ID of Allottee	

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.

30. That in case there are Joint Allottee/s 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 Allottee/s.

31. The stamp duty and registration charges that may become payable on this Agreement and on other deeds to be executed in pursuance hereof shall be borne and paid by the Allottee/s alone. The stamp duty and registration charges that may become payable on Instrument of Transfer or other documents that will be executed for transfer of the said property and said Building or the relevant part or share therein in favour of the Society shall be borne and paid by the Allottee/s and acquirers of various premises in the said Building or the Society, but not by the Promoter/s.

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

thereunder.

33. 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

IN WITNESS WHEREOF parties hereinabove 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.

First Schedule Above Referred to

ALL THAT piece or parcel of land or ground bearing Survey No. 109, Hissa No.3 (Part), Survey No. 134, Hissa Nos. 1 to 7(Part), Survey No. 144, HissaNo.11(Part) and Survey No.144, Hissa No.2(Part) now designated as Plot No.14 (as per the sub-division and layout of the property sanctioned / approved by the then Bombay Mumbai Municipal Corporation as per Letter No. CE/78/BST/L.O.T. dated 02.04.1970) now bearing CTS No. 551/51, admeasuring ,1679 sq. mtrs. as per PRC and 1582.75 as per Physical survey or thereabout together with existing building known as **"Navyog Apartments Co-operative Housing Society Ltd."** standing thereon situate, lying and being in the Revenue Village: Nahur, Taluka: Mulund, Mumbai Suburban District at Pandit Jawaharlal Road, Mulund (West), Mumbai 400 080, in the Registration District and Sub-District Mumbai City and Mumbai Suburban, and bounded as follows, that is to say:

On or towards the North : By CTS Nos. 551/38 & 551/39.

On or towards the South : By CTS No. 551 / 58.

On or towards the East : By existing Road.

On or towards the West : By CTS No. 551 / 22

Second Schedule Above Referred to

ALL THAT being Flat/Shop/Office bearing No. _____ admeasuring _____ sq. ft. of Rera carpet area plus _____ Sq. Ft. Balcony and Dry Yard on the _____ floor of the said Building known as "**Ananta**" alongwith Stilt/Mechanical parking Space No. _____ (Flat/Shop/Office alongwith Parking hereinafter refereed as "Apartment") being constructed on the land more particularly described in the **First Schedule** hereinabove written floor plan of flat/Shop/Office and parking space is annexed hereto and marked as **Annexure "F" and Annexure "F-1"** respectively with Red colour boundary lines thereon

Third Schedule Above Referred to

Common areas and facilities/ limited common area and facilities.

The land on which the building is located, the foundations, columns, girders, beams, main walls, lobbies, stairways, lift, lift room, pump room, suction tank, septic tank, soak pit. It is further clarified that if open stilt portion, terrace, open space, parking space or any other covered areas is allocated to any Allottee or any other person/s and maintained by him/her/them, then the said portion shall not be covered under the definition of 'common areas and facilities'

SIGNED, SEALED & **DELIVERED**)
by the within-named **"The Promoter"**)
M/s. K. Ajmera Developers)
through its Partner)
Mr. Kirti Ajmera)
in the presence of _____)

SIGNED&**DELIVERED**)
by the within-named **"The Allotee "**)

_____)

)

in the presence of _____)

DT. DAY OF 202__

B E T W E E N

M/s. K. Ajmera Developers

.... THE PROMOTER

A N D

SHRI/SMT._____

.... The ALLOTTEE

AGREEMENT FOR SALE

Flat/Shop/Office No. _____on

_____floor to be known as “Ananta”

– EXHIBIT - 1

RECEIPT

RECEIVED of and from the above named Allottee/s on or before the execution hereof the sum of Rs. _____/- (Rupees _____ only) towards earnest amount deposits expressed as follows to have been paid by it/him/her/them to us.

Sr. No.	Amount	Date	Cheque/ RTGS No	Bank Detail
1				
2				
3				
4				

We say Received Rs. _____/-

Exhibit-"2"

Apartment Details and Payment Details

I. Project:

The project known as "**Ananta**" for the existing Society known as Navyog Apartment Co-operative Housing Society Limited being constructing on CTS No. 551/51, of Village Nahur Taluka Mulund admeasuring ,1679 sq. mtrs. as per PRC and 1582.75 sq. mt. as per physical survey, situated at Pandit Jawahar Lal Nehru Road, Mulund (West), Mumbai 400 080.

II. The Details of the Apartment

Sr. No.	Particulars	Description
1.	Type of Apartment	____BHK Flat /Shop
2.	Unit No.	_____
3.	Floor	_____
5.	Area	_____ Sq. Ft. Rera Carpet Area
6.	Parking Space No.	_____

III. Consideration Details of Apartment

1. Total Consideration:

Sr. No.	Particulars	Amount	Amount In Words
1.	Total Consideration a. for the said apartment including Office/shop & Parking	Rs. _____	**Rupees** _____ **Only**
2.	Advance payment before execution of this agreement	Rs. _____	**Rupees** _____ **Only**
3.	Balance Payable Amount	Rs._____	**Rupees** _____ **Only**

2. Payment Schedule

Sr. No.		Amount	Details
1.	10%	Rs._____/-	Advance
2.	20%	Rs. _____/-	Within 15 days of execution of this Agreement
3.	15%	Rs. _____/-	On completion of the Plinth of the building or wing in which the said Apartment is located
4.	25%	Rs. _____/-	On completion of each slab aggregating to Rs. _____/- (Rupees _____ Only) (Total 21 Slabs) including stilt slab of the building in which the said Apartment is located.
5.	3%		On completion of the Internal and External wall of the said Apartment
6.	3%		On completion of the Flooring of the said Apartment
7.	3%		On completion of the Door and Windows of the said Apartment
8.	2%		On completion of the staircases, lift wells, lobbies (Civil Work) of the floor of the said Apartment.
9.	2%		On completion of the internal plaster of said Apartment.
10.	4%		On completion of the External plaster of the said Apartment

11.	3%		On completion of the External plumbing of the said Apartment
12.	5%		On completion of Lift, Water pump, Electrical Fittings etc.
13.	5%		Balance Amount 15 days before handing over of the possession of the Apartment to the Allottee.

3. Details of Bank Account for the Project:

Sr. No.	**Particulars**	**Details**
1.	Bank Account No.	
2.	Bank Name	
3.	Bank Address	
4.	Branch	
5.	IFSC Code	

4. Other Charges to be paid to the Promoter

Sr. No.	**Particulars**	**Details**
1.	**Rs. 1,00,000/-**	Reimbursement of the amount towards electricity meter deposit, water meter deposit and other connected expenses;
2.	**Rs. /-** **(At Actual)**	Towards Development charges paid or required to be paid to MCGM;
3.	**Rs. _____/-**	Towards one-time charges for the membership of Health Club
4.	**Rs. 1,00,000/-**	Legal Charges

5. Payment made to Promoter for Society Advances

Sr. No.	Particulars	Details
1.	**Rs. 1,000/-**	Agreed charges and other expenses for admission and acquiring of Membership Rights in the existing Registered Co-operative Society;
2.	**Rs. /-**	Agreed Advance maintenance Charges to be deposited in Escrow Account being proportionate share of payment of BMC. taxes, water taxes, common electric bills, outgoings including periodical payment to BMC Power and for water Charges, Cleaner/Sweeper, AMC of various Elevators etc. etc.;

For M/s K. Ajmera Developers

Partner **A**

For **M/s. K. Ajmera Developers**

Partner

Witnesses:-

1.

2.