

LETTER OF ALLOTMENT

Date: _____

To,

Mr/Mrs. _____

Add:

Dear Sir/Madam,

We are pleased to confirm the allotment of Flat No.____ on ____ floor admeasuring _____ sq. ft. carpet area [as defined under Section 2(k) of the Real Estate (Regulation and Development) Act 2016], being developed and situated lying and being on plot bearing C.T.S. No.11 (pt.) of village - Chembur at Tilak Nagar MHADA Colony, Chembur, Mumbai for Bldg.no.91 known as 'Tilak Nagar Deepmandir CHSL Ltd.' wing 'C' which is known as '**SOLITAIRE AAWAS**'

The Total Consideration Value of the Flat is **Rs.**_____/ - (**Rupees** _____ **only**)

The Purchaser/s hereby agrees to purchase the stilt/pit/mechanical/Stack parking no: _____ situated at _____ floor being constructed in the said building for the consideration of Rs._____ .

The total aggregate consideration amount for the said Flat including parking is thus Rs._____.

Other Terms and Conditions:

- 1) The Purchaser/s has/have full knowledge of the rules, laws and notifications applicable to this area and in general, which have been explained by the company and understood by him/her/them.
- 2) The Purchaser/s has/have satisfied himself/herself/themselves about the interest and rights of the Company in the land on which the said building is being

developed and understanding all limitations and obligations in respect thereof. Hereafter no complaint/objection on this account shall be entertained.

- 3) The Purchaser/s agree that the company shall have the right to effect suitable change and necessary alterations in the building plan, if and when necessary, which may involve all or any of the changes, namely change in location of the apartment, change in its number, dimensions, height, size, area, layout or change of the entire scheme.
- 4) The Purchaser/s agree that the building plans and layout are subject to changes and approval of the MHADA and other authorities. The company reserves the right to make additions or amendments as may be necessitated or otherwise as they deem fit, from time to time without prior intimation to the Purchaser/s, subject however that any changes to the sanctioned plans adversely affecting the plan of the Flat agreed to be allotted to the Purchaser/s shall not be undertaken without the prior written consent of the Purchaser/s.
- 5) It is clearly understood and confirmed by the Purchaser/s that the “Total Consideration Value” and “Total Additional Charges” are exclusive of any government charges and/or taxes. The same shall be paid by you at actuals based on the applicable law upto the handing over the possession of the said Premise.
- 6) Further, the Purchaser/s agree and confirm that any liabilities arising out of Service Tax, Sales Tax, GST or any other taxes, duties and charges with respect to this transaction, shall be paid by you immediately on demand by the company or the concerned authorities.
- 7) It is clearly understood and confirmed by the Purchaser/s that he/she/they must pay 10% of the Total Consideration Value at the time of entering into an Agreement for Sale.
- 8) It is clearly understood and confirmed by the Purchaser/s that the rights hereunder shall be complete, only on your executing with us an Agreement for Sale based on our standard format. The same will alone be conclusive of your rights and obligations in respect of the above premises.
- 9) It is clearly understood and confirmed by the Purchaser/s that Stamp Duty, Registration charges, VAT, GST and/or any other government taxes, duties and charges applicable on execution of the Agreement for Sale will be borne and paid solely by you.
- 10) It is specifically agreed and confirmed by the Purchaser/s that the timely payment of the aforementioned installments is the essence of this transaction. In case of non-payment of any of the installments or any other amounts, we shall be entitled to cancel this allotment after giving 15 days notice and immediately thereafter we shall be at liberty to dispose off and sell the premises to any other person, without

any further notice and/or intimation to you. The company shall not be held liable for any delay in payments irrespective of whether the Purchaser/s home loan has been sanctioned or not.

- 11) Without prejudice to the aforementioned right to termination, if any payment is delayed, interest at 15% per annum will be charged on all outstanding payments from the due date to the date of full realization. All future payments made by the Purchaser/s will first be adjusted towards interest due on delayed payments, if any, and thereafter the balance, if any, will be adjusted towards the principal and government taxes as applicable.
- 12) If the Purchaser/s wishes to cancel the allotment for any reason, the company will return the amount received from the Purchaser/s after deducting 10% of the total amount plus any expenses directly incurred as a result of the sale after selling of the said premises to other purchaser/s. These include but are not restricted to brokerage, service tax or any other government taxes etc. If the company is able to receive a refund of these amounts, the same shall be passed on to the Purchaser/s once the company receives such refunds.
- 13) The amount stated as “Maintenance Charges” is only indicative. If an increase is noted at the time of Possession, the same will be borne and paid by the Purchaser/s on actuals prevalent at that time. The Purchaser/s agree to pay maintenance charges as applicable to the company or its nominated agency after they have been handed possession and until these services are handed over to a common organization. The Purchaser/s agrees and consents to this arrangement and will not question the same singly or jointly.
- 14) The Purchaser/s agree and confirm that no changes in colour, material or otherwise will be permitted on the external walls, windows and chajjas of the premises. No grills will be allowed to be fixed outside the window. They may be fixed on the internal sill only. No changes will be permitted in the external elevation by changing windows and railings or keeping pots, boards & objects outside the windows or in any other manner whatsoever.
- 15) The company reserves the right for creation of charge, security, encumbrances, securitization or other arrangements, at its sole discretion, in respect of the project, structure and building being developed and/or amount receivable from the Purchaser/s, in relation to the borrowing, credit facility or finance avails by the company. The Purchaser/s hereby accords his/her/their consent for the aforesaid. However, the unit will be free from any mortgages/charge upon execution of the Agreement for Sale.
- 16) If the Purchaser/s is an NRI, non-resident, foreign national or foreign company, then the Purchaser/s shall be solely responsible for complying with the necessary

compliance/permissions as per the Foreign Exchange Management Act, Reserve Bank of India Act and any other rule, regulations guidelines etc.

- 17)The Purchaser/s confirm that he/she/they will not be permitted to sell the apartment in pursuance of these presents, for a period of two years from the date of Registration and in any event, the Purchaser/s shall not be entitled to sell and/or transfer the apartment without the written consent from the Company.
- 18)The Purchaser/s shall not be entitled to get the name of his/her/their nominee substituted in his/her/their place in the agreement for sale, without the prior written approval/consent of the Company.
- 19)The Purchaser/s shall use the premises for residential purposes only. The Purchaser/s shall not use the premises for Commercial or any other purposes.
- 20)The Purchaser/s shall get his/her/their postal address registered with the Company at the time of booking and it shall be his/her responsibility to inform the Company of any change in this registered address along with proof of new address failing which all demand notices and letters posted to the original registered address will be deemed to have been served and the Purchaser/s shall be responsible for default in payment and other consequences that might occur.
- 21) The Purchaser/s agree to make all payments through cheques/demand drafts drawn in favour of “ Sanket Realtors .”

For Sanket Realtors

Partner

I/We have fully read and understood the above-mentioned terms and conditions and agree to abide by the same.

Mr.

Mrs.

AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT is made at Mumbai this____ day of _____, in the Christian Year Two Thousand Twenty/ Twenty One **BETWEEN SANKET REALTORS**, a Partnership Firm registered under the provisions of Indian Partnership Act 1932, having its Office at B-24, Room No.5, BMC Colony, Link Road, Goregaon (West), Mumbai – 400 104, through its Authorized Partners Mr.Pinakin D.Shah And Mr.Arun.S.Karwa, hereinafter referred to as "the **DEVELOPERS**" (which expression shall unless it be repugnant to the context or meaning thereof deemed to mean and include the partner or partners for the time being of the said Firm, the survivors or survivor of them and the heirs, executors and administrators of the last surviving Partner of the said Firm and assigns) of the **ONE PART: AND Mr./Mrs. _____**
_____, of Mumbai, Indian Inhabitants,
residing at _____
_____, hereinafter referred to as “the **PURCHASER/S**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors and administrators and assigns) of the **OTHER PART:**

WHEREAS- I:

- a. By a Lease Deed dated 28th April 1997, registered with the Sub-Registrar of Assurances at Kurla under Serial No. PB DR-3/686/97 Mumbai Housing And Area Development Board (previously known as "Bombay Housing Board") (**MHADA**) demised by way of Lease in favour of “TILAK NAGAR DEEP MANDIR CO-OPERATIVE HOUSING SOCIETY LIMITED” (for short “the **Society**”) all that piece and parcel of land bearing Survey No. 14 (Part), C.T.S. No.11 (Part) admeasuring 1435.50 sq. mtrs. or thereabout at Tilak Nagar,

Revenue Village Chembur, Taluka Kurla, in the Registration District of Mumbai Suburban District (for brevity's sake hereinafter referred to as "the **Original Plot**") for a period of 99 years commencing from 28th April 1997, subject to the covenants contained on the part of the Society as recorded therein;

- b. By the Deed of Conveyance dated 28th April 1997, registered with the Sub-Registrar of Assurances at Kurla/Mumbai/Bandra under Serial No. PBDR-3/684/1997, the said MHADA sold and conveyed unto and in favour of the said Society the then existing building known as "**BUILDING NO. 91**" which was consisted of Ground plus 2 Upper Floors comprising of total 36 (Thirty Six) residential tenements who were the Original Allottees /Tenants; at or for the consideration and subject to the covenants contained therein (for brevity's sake hereinafter referred to as ("**the said Building No.91**"));

The said Plot and the then said Building No.91, unless otherwise specifically described are hereinafter collectively referred to as "**the said Property**" which is more particularly described in the **First Schedule** hereunder written;

- c. Since the then building constructed by MHADA prior to 50 years was in a dilapidated condition and beyond repairable, the members of the Society had decided to carry out re-development on the said Property and after following due process and procedure appointed Mr. Shekhar Sumant Dadarkar, the Sole Proprietor of S. D. Construction (for short "the **Dadarkar**") as the Developers, to undertake the re-development of the said Property;
- d. By a Development Agreement dated 24th December 2004, executed by and between the Society and said Dadarkar, registered with the Sub-Registrar of Assurances at Kurla under Serial No. BDR-3/11664/2004 dated 24-12-2004, the Society after having confirmed the appointment of the said Dadarkar as a Developer had granted the

development rights to carry out re-development by use of all the development potentiality/FSI available from time to time including due to change in development potentiality in respect of the said Plot which consists "Base Land FSI' loaded on the said Plot and additional FSI as may be required to be acquired from and allotted/permitted by MHADA pursuant to its policy including future policy and use, utilize, consume and exploit the same in construction to be carried out on the said Plot as per the permissions, orders, approvals, sanctions, etc. to be then issued by MHADA and the Concerned Authorities, with such amendment, modification, etc. from time to time at or for the consideration (monetary and non-monetary) and upon the terms and conditions recorded therein.

- e. The Society had empowered, authorized, appointed and nominated the said Dadarkar to do and perform certain acts, deed things and matters including to apply for and obtain all requisite NOC, permission, approval, sanction, certificates, etc. and carry out and complete the re-development on the said Original plot as more particularly recorded in the Power of Attorney dated 16th March, 2005.
- f. As contemplated in the said Development Agreement, subject to the requisite permissions, orders, approvals, sanctions being granted, the then proposed development consisted construction of 3 (three) Wings, namely, Wing "A" , Wing "B" and Wing "C" as per the plans sanctioned/to be sanctioned by the MHADA by use, utilization, exploitation and consumption all the development potentiality including all additional FSI in the normal course and further additional FSI that may be available and as may be permitted by MHADA to the Society after getting the sanction of layout plan, and allotment of additional area/plot.
- g. Pursuant to the authority given/granted, the said Dadarkar had submitted the plans and other proposals for initial construction of 2

(two) Wings, namely, Wing "A" and Wing "B" of the floors as then sanctioned. However, in view of the additional FSI area then immediately not permitted, the said proposal did not include the construction of Wing "C" by use of additional/further additional benefit of development potentiality including the additional FSI of said Plot and/or area, as may then be permitted and be granted by MHADA, subject however, to the payment of premium and of the other charges to the Concerned Authorities.

- h. The said Dadarkar, after having obtained from, MHADA sanction of plan and issue of I.O.D. under reference No. CE/5257/BPES/AM dated 3rd March, 2004 which was lastly amended on 26/02/2014 for construction of a building then consists of 2 (two) Wings i.e. Wing "A" and Wing "B" and Commencement Certificate in Form A under Reference No: CE/5257/BPES/AM dated 20th April, 2005 and Full C.C. of Wing A& B as per Approved Amended plan dtd.26/02/2014 on Dtd: 28th January 2015, had commenced and completed the construction work of the building consists of Wing "A" and Wing "B" comprising both of Stilt Plus 14 Upper Floors so as to provide the Permanent Alternate Accommodation to 36 members of the Society (some of them who had desired to acquire additional area for consideration) and availed the remaining premises in Wings "A" and "B" for free sale. The said Dadarkar had also sold and/or allotted the premises available for free sale in the said Wing "A" and Wing "B" in favour of his the then Prospective Purchasers;

WHEREAS – II:

- a. To avail the benefit of additional/further additional development potentiality, the Society by its letter dated 14th November, 2008 requested the MHADA to allot additional area and allotment of additional land in the form of NTBNIB as also allotment of additional buildable area (BUA) considering the area of the then Building No.91 the said Plot and as may be permissible under the

concerned statutes and Policy of MHADA for development/ redevelopment;

- b. By its Offer Letter dated 28th May 2009. the Concerned Authority Being Chief Officer, MHADA was pleased to agree to allot the additional BUA of 3640.87 sq. mtrs. plus development benefit of additional land in the form of NTBNIB admeasuring 442.14 sq. mtrs. Which was already allotted plus additional land in the form of Tit Bit Area admeasuring 45.77 sq. mtrs. (“**Tit Bit Land**”) and the proportionate area of layout R.G. admeasuring 41.09 sq.mts. subject to payment of premium, capitalized lease rent and other charges as set out in the said Offer Letter dated 28th May, 2009.
- c. Since there was likelihood of certain changes/ modification in the development policy particularly by MHADA, subsequently, the Society requested the Concerned Authorities of MHADA to issue a fresh Offer Letter and accordingly on such request being made, by its letter dated 5th May, 2012 the Concerned Authorities of MHADA issued a fresh Letter of Offer to avail the benefit of development potentiality, as per approval from the Appropriate Authority and required the Society to pay the amount of premium towards such additional land, additional buildable area, capitalized lease rent, infrastructure and other charges as set out therein;
- d. The Concerned Authority being Chief Officer MHADA by its Offer Letter dated 2nd January, 2013 granted its permission /NOC for allotment of additional buildable area to be used, utilized, consumed and exploited by sub-dividing the plot on the demarcated plan about 2406.50 sq. mtrs. and then permitted a total built up area of 7507.01 sq. mtrs. subject to the terms and conditions including payment of various charges, premium, fees, etc. as set out therein;
- e. On the compliance of the requisite terms including payment of various amounts as demanded/ claimed, the Chief Officer, MHADA by its N.O.C. dated 12th June, 2013 bearing reference No.

CO/MB/EE-RDC/NOC/F-164/1031/2013 addressed to the Executive Engineer (BP) and Commencement Certificate to the Architect, the Chief Engineer of MHADA granted its NOC for development of Plot No.NDR-03 being C.T.S. No.11 (part) area admeasuring 1105 sq. mtr. subject to the terms and conditions recorded therein;

- f. To avail the development potentiality as per the changed / modified/ amended policy, the Chief Officer, MHADA was, inter alia, requested for allotment of additional buildable area of 1691.43 sq. mtrs. which the said Concerned Authority being CEO of MHADA by its revised Offer Letter being reference No. CO/MB/EE/RDC/NOC/F-168/1475/2013 dated 1st August, 2013 read with Extension Letter dated 24th December, 2013 permitted/ allowed/for use of additional buildable area (BUA), subject to the payment of various charges, premium, etc. and on the terms and conditions recorded therein;
- g. In view of the aforesaid, the Society became entitled to avail benefits, TDR, fungible FSI, advantages of the said Plot (being the leased plot as per Lease Deed) alongwith additional plots viz. (i)area admeasuring 442.14 square meters, (ii)area admeasuring 41.09 square layout RG of MHADA, NDR Plot No.3 as NTBNIB area admeasuring 442 sq. mtrs. and (iii)Tit Bit land area admeasuring 45.77 square meters (herein after referred to as “the **said Additional Plots**”). The Additional Plots are more particularly described in the **Second Schedule** hereunder written;
- h. The said Plot and said Additional Plots (containing area admeasuring 2407 square meters) shall collectively be referred to as “**the Entire Plot**” unless referred to individually;
- i. The MHADA had permitted total 7507.01 Sq.mt built up FSI out of which an area of 5815.58 Sq.mt built up FSI for construction of the A and B wing has already been consumed and remaining 1691.43

sq.mt built up FSI ("Free Sale FSI") excluding Fungible FSI was then available for construction of the additional wing/building i.e. Wing "C";

- j. On necessary Application being made, the Executive Engineer, HSG, Kurla Division of MHADA by its letter dated 10/02/2014 confirmed the demarcation of the Plot boundary along with Plot NDR-3 and confirmed an aggregate area of Entire Plots as 2406.50 sq. mtrs.;
- k. As evident from the Offer Letter dated 2nd January, 2013 read with NOC dated 12th June, 2013 read further with Revised Offer Letter dated 1st August, 2013 issued by the Concerned Authorities of the MHADA, the Society has been allotted the benefit of additional area including BUA (Buildable area) aggregating in all 1691.43 sq. mtrs. pursuant and as per the present policy of the Development Authority/MHADA /Government of Maharashtra;

WHEREAS – III:

- a. For the reasons set out in the Development Agreement dated 20th December 2017, as referred hereafter, the Society by its Notice of Termination dated 4th June, 2017 terminated and cancelled the right of the said Dadarkar for further development/construction of Wing "C". The said letter though duly received, was not responded/replied nor the termination of the Agreement was challenged by the said Dadarkar;

WHEREAS – IV:

- a. By a Development Agreement dated 20th December 2017, executed between the said Society and the Developers herein, registered with the Sub-Registrar of Assurances at Kurla under Serial No.KRL 1-12802-2017, on Dated:21/12/2017 the Society thereby granted to the Developers development right with full authority to avail all the benefits of various permissions, orders, approvals, sanctions, certificates, allotment of additional land, benefits, development

potentiality, etc. so issued, granted, sanctioned with such amendment, modification, etc. as may thereafter be given/granted/issued by the Concerned Authorities including MHADA, etc. and carry out and complete the development by construction of Wing “C” and deal with, dispose of and allot premises, parking space and other benefits available in respect thereof and execute Agreement, Letter of Allotment, etc. in favour of their intending purchasers, free from all encumbrances, claims and demands; at or for the consideration and on the terms and conditions recorded therein;

- b. The said Society has also authorized, appointed and nominated the Developers to do and perform various acts, deeds, things and matters for development as envisaged under the said Development Agreement as recorded in Power of Attorney registered with the Sub-Registrar of Assurances at Kurla under Serial No.KRL 1-12803-2017 on Dated:21/12/2017;
- c. Thereafter on necessary application/proposal being submitted the MHADA by its Communication dated 11th October, 2019 bearing reference No.MH/EE/(B.P.)/GM/MHADA-25/386 considered the proposal and issued amended plan and thereby sanctioned permissible BUA of 10134.46 sq.mtrs. for total development on the entire plot. Considering the FSI/ development potentiality of 3.01 sq.mtrs. used, utilized and consumed in construction of Wing “A” and “B”, the Developers are entitled to and authorized to use, utilize and consume the remaining development potentiality as permitted/hereinafter be permitted for construction of Wing “C”;
- d. Pursuant to the authority given/granted under the said Development Agreement and the Power of Attorney the Developers have already taken further steps to apply for and obtain further and other permissions, approvals, sanctions including I.O.D. under reference no._____, dated _____, Commencement Certificate

dated 2nd December 2020 etc. from the Concerned Authorities including MHADA and thereupon the Developers have commenced development work by construction of Wing “C”.

WHEREAS – V:

a. The Developers have appointed Sachin R. Rakshe, having address at Room No.2, Ground Floor, “A” Wing, Sun View Co-operative Housing Society Limited, Tilak Nagar, Chembur, Mumbai - 400 089 as Architect and Mr. Uday D. Chande, having Office at 101, Umashikhar, 13th road, Khar, Mumbai -400052 as R.C.C. Consultant and the Developers have accepted and approved the supervision of the said Architect till the completion of the Wing “C” of the building unless otherwise agreed upon by the said Architect and/or the Structural Engineer.

b. By their Report on Title dated 14th December 2020 M/s. Pramodkumar & Co. Advocates for the Promoters have certified the right of the Promoters for development as envisaged under the said Agreement.

Hereto annexed and marked **ANNEXURES “ ” TO “ ”** are the copy of the said Report on Title, PR Card, NOC, letter of allotment of additional benefit granted by the MHADA, IOD and the Commencement Certificate for construction of Wing “C”.

c. The construction of Wing “C” of the Building presently consists of Stilt + 16 Upper Floors with provisions of additional floors if so permitted/sanctioned comprising of Sale premises and the Developers are entitled to deal with, dispose of and allot the premises and the parking space therein in the manner they deem fit and proper.

d. The terms, conditions, stipulations and restrictions, if any, laid down or which may be laid down by the Local Authorities including MHADA or any other public bodies in respect of the development

by construction of Wing “C” will be observed and performed by the Developers while constructing the said Wing “C” which are based upon due performance and observance and the Occupation Certificate in respect thereof which is to be granted by the Concerned Local Authorities/MHADA;

e. The Purchaser/s has/have demanded from the Developers and the Developers have given to the Purchaser/s inspection of all the documents relating to the said Wing “C” of the building including sanctioned plans, designs, specifications prepared by the Architect and/or such other documents such as City Survey documents as are prescribed under the concerned/applicable Law including RERA/MahaRERA (hereinafter referred to as the said Act) and the Rules made there under;

f. The Purchaser/s hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the Purchaser/s, a Flat No._____ admeasuring _____sq. feet i.e. _____mtr. carpet area [as defined under Section 2(k) of the Real Estate (Regulation and Development) Act 2016 (for short “**the Act**”) read with circular verification etc. issued from time to time by the competent authority appointed under the Act] and inclusive of Fungible area on the _____floor of the building known as “**SOLITAIRE AAWAS**” as shown by red colour boundary line on the typical floor plan thereof hereto annexed and marked as **Annexure “ _____”**(hereinafter referred to as "the said premises") at and for the lumpsum price of Rs._____/ - (Rupees _____ Only), which is inclusive of the proportionate price of the common areas and facilities appurtenant to the premises. The percentage of the undivided interest of the Purchaser/s in the common areas and facilities limited or otherwise pertaining to the said premises shall be

in proportion of the area of the premises agreed to be sold hereunder to the total area of the buildings. The nature, extent and description of the common areas and facilities are more particularly described in **Second Schedule** hereunder written.

g. The Purchaser/s hereby agrees to acquire and the Developer hereby agreed to allot one stilt/pit/mechanical/Stack parking no._____ situated at_____ floor (Parking Mechanical Tower level) being constructed in the said building for the consideration of Rs._____-/- of the building known as "**SOLITAIRE AAWAS**", hereinafter referred to as "the said Car Parking", from and out of the Developer's Premises.

h. The said consideration of Rs. _____/- in respect of Flat and Rs._____-/- in respect of the said car parking space as above aggregating to Rs. _____/- (exclusive of payment of GST taxes statutory, levies by whatever name called) shall be paid by the Purchaser to the Developers within time and in the manner as provided hereinafter.

The aforesaid price or part thereof may, at the specific instruction of the Developer in that regard, have to be paid by the Flat Purchaser/s by way of pay order/cheque drawn in favour of the Developer. Time as to payment shall be of the essence and the Flat Purchaser/s shall be liable to pay interest @ 15% p.a. on all delayed payments from the due date till the date of payment thereof subject to deduction of necessary TDS as per the provisions of Section 194 (I) (A) of the Income Tax Act (exclusive of payment of various other amounts towards deposits, charges, taxes, advance maintenance, development charges, infrastructure charges, GST, as applicable stamp duty and registration charges, etc.) and on the terms and conditions, as hereinafter appearing;

i. The carpet area of the said Flat as mentioned above means the net usable floor area of the Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said flat for

exclusive use of the Purchasers, but includes the area covered by the internal partition walls of the Flat as defined by the Competent Authority under the RERA/MahaRERA and the Purchaser/s herein hereby confirm the same;

j. The Developers have registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 (for short “the **said Act**”) and the Rules framed thereunder with the Real Estate Regulatory Authority _____ under Registration No. _____, copy of which is annexed hereto and marked as **ANNEXURE “ ”**;

k. Prior to execution of this Agreement the Purchaser/s has/have paid to the Developers a sum of Rs _____/- (Rupees _____ Only) after deducting statutory deduction (TDS) as per the provisions of Section 194 (I) (A) of the Income Tax Act being the earnest money/token/ part - payment of the consideration of the said premises, agreed to be sold and allotted, by the Developers to the Purchaser/s (the payment and receipt whereof the Developers hereby admit and acknowledge) and Purchaser/s has/have agreed to pay to the Developers the balance of the sale price in the manner, hereinafter appearing;

l. 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;

m. Under Section 13 of the said Act, the Developers herein are required to execute a written Agreement for Sale of the said premises with the Purchasers, which is being in fact these presents and also to register such Agreement under the Registration Act, 1908.

n. The parties hereto are now desirous of recording the said terms and conditions as mutually agreed upon into writing as follows;

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

1. The Developers hereby declare and confirm that what is recited hereinabove with regard to the leasehold right, title and interest of the Society in respect of the Plot, and allotment of additional plot/tit bit area and development potential, inter alia, as contemplated by them in the Development Agreement in respect of development by construction of Wing “C” and the right of the Developers for development/redevelopment for construction of Wing “C” thereof under the development Scheme sanctioned/to be sanctioned hereafter with such modification as may be permitted by the Concerned Authorities/MHADA shall be treated as declarations/representations on their part and shall form integral part of this Agreement.

2. The Developers have commenced construction of Wing “C” known as “**SOLITAIRE AAWAS**” presently consists of Ground + 16 Habitable/residential upper floors (which includes refugee area on ____ floor) with provision of additional upper floor/s as per the amended/modified sanctioned Plan so issued, granted/is being granted/modified/amended by the Concerned Authorities including MHADA on portion of the said entire plot more particularly described in the **Second Schedule** hereunder written and the Concerned Authority of MHADA has issued Commencement Certificate dated: 02/12/2020 being Annexure “____” hereto which have been seen and approved by the Purchaser/s, with only such variations and modifications for use of the full development potentiality as available or on being made available in accordance with the policy of the Development Authority and as the Developers may consider necessary or as may be required by the Concerned Local Authority including MHADA to be made in them or any of them.

PROVIDED THAT, if necessary under the provisions of the said Act,, the Developers shall obtain prior consent of the Purchaser/s in respect

of such variations and modifications only if the same adversely affected the Purchaser/s as to the said premises agreed to be allotted, and not in any other case or otherwise whatsoever.

3a. The Purchaser/s hereby agrees to purchase from the Developers and the Developers hereby agreed to sell and allot to the Purchaser/s, on Ownership basis a Premises being Flat No. _____ admeasuring _____ sq.fts. (i.e. _____ sq.mts.) [as defined under Section 2(k) of the Real Estate (Regulation and Development) Act 2016 and read with circulars clarifications issued thereunder] and inclusive of Fungible area on the ____ floor Wing “C” of the building known as “**SOLITAIRE AAWAS**” (for short “the **said Flat**”) as shown in red colour line on the typical floor plan thereof annexed as Annexure “____” hereto and one car parking space Stilt/Pit/Mechanical/Stack to be identified/earmarked by the Developers at the time of handing over possession of the Flat (for short “the **Parking Space**”) and more particularly described in the **Third Schedule** hereunder written (the said Flat and the said Car Parking Space unless otherwise expressly described, are hereinafter collectively referred to as “the **premises**”); at or for the consideration of Rs._____-/- (Rupees_____ Only) (consists of a sum of Rs._____-/- for sale of the flat and Rs. _____/- for allotment of car parking space as above) as lump sum consideration which is inclusive of the proportionate price of the common area and the facilities appurtenant to the said premises but exclusive of all Statutory Levies including of GST as applicable, development charges, infrastructure charges as also various deposits, charges, advance maintenance, fees, etc. as specified hereinafter under these presents. The Purchaser/s shall pay the aforesaid consideration price to the Developers in the manner and as per the Schedule of payment annexed and marked **ANNEXURE “____”** hereto

3b. The Purchaser/s upload/file Form No. GST R-I /Form GST, Annex-1 within due date prescribed in GST Law/Rule to enable the Developers to

accept and avail the input tax credit if so available/permissible. If, the Developers unable to get the input tax credit of GST due to delay for non-filing of the prescribed form or non-payment of such GST amount to the Government within the prescribed period, the Developers shall have right to recover the amount of Laws of such input tax credit from the Purchaser/s. The Developers shall not be responsible for any tax penalty or interest demanded by the authority for delayed payment or non-payment of GST amount, provided if the Purchaser/s having timely paid such payment to the Developers otherwise the Purchaser/s alone shall be liable or responsible for delay in payment and reimburse the same to the Developers. Notwithstanding anything contained herein above and/or termination of these presents, if at any time any Court or authority hold that GST is not applicable for any period then the Developers shall claim refund of GST amount from the Government by submitting appropriate document and shall forthwith upon receipt of such refund of GST or any part thereof, repay to the Purchaser/s such amount so received.

3c. The aforesaid consideration shall be paid subject to statutory deduction (TDS) as applicable to the transaction and as contemplated under the Provisions of Section 194 (I)(A) of the Income Tax Act and on such deduction the Purchaser/s shall issue necessary certificate of deduction to enable the Developers to submit the same before the said Concerned authorities so as to get due adjustment thereof. In the event the Purchaser/s does not issue and submit such certificate of deduction, the Purchaser/s shall be bound and liable to pay to the Developers such amount of statutory deductions in accordance with the Law/Provisions of Income Tax Act as may be applicable.

4a. 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/MCGM/MHADA/Government (State or Central) from time to time.

The Developers undertake and agree that while raising a demand on the Purchaser/s for increase in development charges, costs or levies imposed and/or to be imposed, levied and demanded by the Competent Authorities, etc., the Developers 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 Purchaser/s, which shall only be applicable on subsequent payments.

4b. The Developers may allow, in its sole discretion, a rebate for early payments payable by the Purchaser/s by discounting such early payments @ 9% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to a Purchaser/s by the Developers.

4c. It is expressly agreed and understood that if the Developers carry out and complete the works of construction of brick walls, flooring, etc. as contemplated at Items (____) to (____) set out in the Schedule of payment in respect of the said Flat agreed to be sold/allotted to the Purchaser/s under these presents, while construction of other slabs and other work is being in process, the Purchaser/s immediately on requiring by the Developers, shall pay the amount of installments under Items (____) to (____) or such of them as set out in Schedule of payment depending upon completion of work. Time for making payment of the above amounts shall be the essence of the contract.

5. The parties hereto hereby agree that the final carpet area of the said flat as has been allotted to the Purchaser/s shall be ascertained after the construction of Wing “C” of the building is completed and the Occupancy Certificate on being granted by the Competent Authority by furnishing details of the changes, if any, in the carpet area, subject to variation cap of three percent, and the Total price payable for the carpet area of the flat shall be recalculated. If there is any reduction in the carpet area of the flat within the defined limit then Developers shall refund the excess money paid by

Purchaser/s within 30 days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the carpet area of the flat allotted to Purchaser/s, the Developers shall demand additional amount from the Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet/square meter as agreed in Clause (____) of this Agreement.

6a. The Purchaser/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition sale/transfer of immovable properties in India, etc. and provide the Developers with such permission, approvals which would enable the Developers to fulfill their obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the Provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser/s understand and agree that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

6b. The Developers accept no responsibility in this regard. The Purchaser/s shall keep the Developers fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/s to intimate the same in writing to the Developers immediately and comply with necessary formalities if any under the applicable laws. The Developers shall not be responsible towards any

third party making payment/remittances on behalf of any Purchaser/s and such third party shall not have any right in the application/allotment of the said premises applied for herein in any way and the Developers shall be issuing the payment receipts only in favour of the Purchaser/s only.

6c. The Purchaser/s authorize the Developers 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 Developers may in its sole discretion deem fit and the Purchaser/s undertakes not to object/demand/direct the Developers to adjust his/her/their payments in any manner.

7a. In the event, the Purchaser/s being desirous of obtaining housing loan from any bankers or financial institutions so as to pay the balance consideration for purchase the said premises under these presents, the Purchaser/s shall be entitled to do so only after obtaining previous written consent from the Developers and only after he/she/their having complied with, fulfilled, observed and performed his/ her/their part of the obligations contained under these presents and further undertake to do so. The Developers do not give guarantee to such finance or housing loan and the Purchaser/s shall apply for and obtain such housing finance/loan solely at his/her/their risk as to costs and consequences and shall indemnify and keep the Developers indemnified against any claim, demand or action being claimed, demanded or initiated by the bankers and/or financial institutions whosoever have sanctioned and/or disbursed such housing finance.

7b. It is further agreed and understood that in the event of the Purchaser/s having obtained sanction of housing finance, Purchaser/s shall inform in writing to the Developers of having his/her/their obtained sanction of such finance and confirm that the bankers/ financial institution shall disburse and pay the housing finance/loan as may have been sanctioned and approved directly to and in the name of the Developers alone. Such disbursement/payment shall be made by the bankers/financial institution by Cheque (crossed/Account Payee) /Pay Order/RTGS/NEFT

directly in the name of the Developers and shall be informed to/handed over personally to the Developers. Acknowledgement, if any, by any unauthorized persons and/or the Purchaser/s herein shall not bind the Developers as having received such housing finance on behalf of the Purchaser/s.

7c. It is further agreed and understood that the Purchaser/s, subject to what is stated hereinabove, shall be free to offer his/her/their right under these presents only as and by way of security for repayment of such finance. The Developers shall not be called upon to sign or execute any further or other writings, confirmation, declaration or otherwise nor shall they be called upon to give any security of their right of development as envisaged and contemplated in the development Agreement to any bankers/financial institution. It is further agreed and understood that irrespective of the fact whether the Purchaser/s has/have obtained sanction of housing loan/finance from his/her/their financial institution in respect of the said premises, in the event of any delay in disbursement or failure in payment/disbursement of the balance consideration payable by the Purchaser/s to the Developers under these presents, the Purchaser/s alone shall personally be liable or responsible to pay the amount so payable under these presents and shall not claim any equity or otherwise on the ground of having not obtained disbursement or delay in disbursement of such amount by bankers/financial institution. The Purchaser/s shall pay amount so due and payable to the Developers from his/her/their own source of income.

7d. The transaction under these presents is for allotment of said premises to the Purchaser/s in the said Wing "C" of the building to be constructed by the Developers on the portion of the entire plot pursuant to the Authority given by the said Society under the documents executed in favour of the Developers. The consideration fixed under these presents is exclusive of payment of statutory charges or levies including GST as applicable/levy/search charge/duty, etc. by any authority or authorities of Government or Semi Government. The Purchaser/s alone shall, in addition

to the aforesaid consideration pay and/or reimburse to the Developers all such statutory, levies and charges including, betterment/development/infrastructure charges, as may be payable, etc. as and if so levied by the Concerned Authorities and the Developers shall not be held liable or responsible for the same.

7e. In the event of delay or default in payment of any one or more installments on being payable under these presents, by the Purchaser and/or his/her/their Banker/Financial Institution the Purchaser personally shall be liable to pay such amount of interest as the Developers are entitled to as also subjected to cancellation of the allotment and termination of this agreement as contemplated under these presents. The Banker/Financial Institution shall not claim any equity or otherwise against the Developers. It is expressly agreed and understood by the Purchaser that due to force major events as contemplated hereinafter, in the event if the Developers are unable to hand over possession of the premises within stipulated period, (which is being tentative) the Purchaser/s shall not claim any interest or compensation on the ground that he/she/they being subjected to pay interest to his/her/their Banker/Financial Institution as the Banker/Financial Institution would consider to sanction/disburse the loan/finance only confirming/having notice of the terms of these presents.

8. The Purchaser/s hereby expressly declare and confirm that he/she /they has/have been disclosed by the Developers various terms, conditions, stipulations, etc. under the said Development Agreement entered into with the said Society in respect of the said Wing "C" permissions, orders, approvals, sanctions/NOC granted by various Concerned Authorities as recited hereinabove. The Purchaser/s independently as also jointly with the Purchaser/s of other premises in Wing "C" of the building, on taking possession of their respective Flat, shall comply with, fulfill, observe, perform and abide by all the terms, conditions, stipulations, etc. imposed by the said Society and/or the Concerned Authorities while giving/granting various permissions, orders, approvals, sanctions/NOC as aforesaid. It is

expressly agreed and understood that the Purchaser shall specifically confirm.

- (a) That the Wing “C” of the building under reference is deficient in open space and MHADA will not be held liable for the same in future.
- (b) That he/she/they has/have no objection for the neighbourhood development with deficient open space in future.
- (c) That he/she/they shall not held liable MHADA for failure of mechanical Parking System/Car lift in future.
- (d) That he/she/they shall not held liable MHADA for the proposed inadequate/substandard sizes of rooms in future.
- (e) That he/she/they shall not complaint to MHADA for inadequate maneuvering space of car parkings in future.
- (f) That the relevant terms and conditions set out in the said IOD and other permissions for which the Developers have given/are required to give necessary Indemnity/Undertaking in favour of MHADA shall be binding upon the Purchaser/s after possession of the new premises is handed over.
- (g) The Promoters an entitled to get extension of period under the provisions of RERA/MAHARERA for completion of the Development and the purchaser hereby gives his/her/their irrevocable and unconditional No Objection.

The Purchaser/s shall not object, dispute or challenge to all such terms and conditions as aforesaid.

9. The Developers hereby declare that the floor space index presently available for construction of Wing “C” on the portion of the entire Plot and as evident from the Final Revised Letter of Intent dated _____ is _____ sq.mtrs. which is presently exclusive of use of Fungible FSI/premium FSI which may hereafter be permitted, granted/allowed to be

used by MHADA and are entitled to acquire such balance development potentiality on being granted/issued/permited and hereby reserve their right to consume and avail such benefit in future and as may be permissible and as may be granted to them and the said Society under Development Agreement.

10. The Developers hereby represent and declare and the Purchaser/s hereby confirm subject to what is contemplated in the Development Agreement, that:

- (i) If due to any change in the Development Rules and Regulation or by introduction of any Policy by the Government of Maharashtra or other Concerned Authorities F.S.I. Rules and more F.S.I. becomes available (including on account of staircase, walls, lifts, balcony, passage, etc.) then in such event the Developers shall be entitled to use, utilize, consume and exploit such F.S.I. on the said portion of the entire plot constructing additional floor/s in the said Wing “C” of the building in terms of the said Development Agreement.
- (ii) The Developers shall be entitled to do and perform all such acts, deeds, things and matters and to sign, execute and admit execution of all such documents, deeds, writings, applications, forms, including modifications, changes, alterations, etc. in the said sanctioned plan and other permissions as they may in their absolute discretion so desire;
- (iii) The Purchaser/s hereby agree/s and undertakes that he/she/they shall not obstruct or object or dispute to the right, title and interest of the Developers in respect of such additional F.S.I. and/or T.D.R., premium FSI benefit, if available/permited to the Developers/ Society as above in terms of the Development Agreement and shall do and

perform all such acts, deeds, things and matters and to sign and execute all such requisite confirmations, applications, consent, etc. if so required by the Developers.

- (iv) The Purchaser/s hereby irrevocably agrees and undertakes that he/she/they shall not claim or demand any consideration/ amount or compensation or benefit from the Developers in respect of the such benefit of additional FSI including of Fungible FSI available to the Developers to use, utilize, consume and exploit the same by constructing additional floors on the Wing “C” of the said building.
- (v) The Purchaser/s of premises /flats, etc. from the Developers in respect of the such additional floors which the Developers are entitled in terms of the Development Agreement to construct by use of such extra or additional FSI and/or TDR Premium FSI benefit shall be accepted and admitted as members and shareholders of the said Society and such Purchaser shall have all the privileges and entitled to avail of the common amenities as may be available to the Purchaser/s herein in Wing “C” of the said building and/or the said entire Plot.
- (vi) It is expressly agreed and understood that the right, title and interest of the Developers in terms of the Development Agreement to avail the benefit of additional FSI and/or TDR, premium FSI benefit to use, utilize and consume the same in the said entire plot shall be absolute and permanent.
- (vii) In the event in compliance of the provisions of the said Act (RERA/MAHARERA) and the Rules framed thereunder if any, consent from the Purchaser/s herein along with other Purchaser/s (percentage of which as specified under the said Act/Rules) of premises in Wing “C” of the building being required, the Purchaser/s, on being requested shall give

his/her/their consent and extent necessary co-operation without claiming any monetary or other benefits.

11. The Purchaser/s hereby confirm having granted his/her/their irrevocable power and consent to the Developers and agree:-

- a) that the Developers and/or the Society as contemplated in the said Development Agreement shall be entitled to all FSI in respect of the said entire plot whether available at present or in future including the balance FSI, the additional FSI available under the Rules and Regulations of the Concerned Authorities/MHADA from time to time and/or by any special concession, modification of present Rules and Regulations granting FSI available in lieu of the road widening, set back, reservation or by way of Transfer of Development Rights (TDR) or otherwise howsoever that under no circumstances the Purchaser/s will be entitled to any FSI in respect of the said property nor shall they have any right to consume the same in any manner whatsoever.
- b) that as provided in the said Development Agreement the Developers shall be entitled to sell the Flat and allot car parking space in Wing "C" as Free Sale Component.
- c) that not to raise any objection or interfere with Developers/Society rights reserved hereunder and under the said Development Agreement.
- d) that to execute, if any further or other writing, documents, consents, etc. as required by the Developers and/or the Society for carrying out the terms hereof and intentions of the parties hereto.
- e) that to do all other acts, deeds, things and matters and sign and execute such papers, deeds, documents, writings, forms, applications which the Developers and/or the Society in their

absolute discretion deem fit for putting into complete effect the provisions of this Agreement.

- f) that the aforesaid consent, authority and covenants shall remain valid, continuous, irrevocable, subsisting and in full force even after the possession of the said premises is handed over to the Purchaser/s.

12. The Purchaser/s hereby confirm that the consideration for allotment of the premises to the Purchaser/s is fixed on the express understanding that the Purchaser/s alone shall pay various amounts, deposits, taxes, Government GST as applicable development and other charges, deposits, fees, various charges, etc. as mentioned under these presents and the Developers shall be reimbursed of all such claims, demands, taxes etc. on being claimed/demanded.

13. The Developers, hereby represent and warrant to the Purchaser/s as follows:

- (i) The Developers, by virtue of and under the documents including Development Agreement executed by the Society, have absolute, clear and marketable title and right to carry out development by construction of Wing “C” on the portion of the entire Plot;
- (ii) The Developers have lawful right and requisite approvals so far obtained from the Competent Authorities to carry out development by construction of Wing “C” on the portion of the entire Plot;
- (iii) There are presently no encumbrances upon their right of development under the said Development Agreement including for allotment/sale of flat/premises therein;
- (iv) There are no litigations pending before any Court of Law with respect to the development by construction of Wing “C” as envisaged under the Development Agreement and the premises/flat agreed to be allotted by the Developers to the

Purchaser under these presents is free from all encumbrances;

- (v) All approvals, licenses and permits issued by the Competent Authorities/MHADA with respect to development by construction of Wing “C” on portion of the entire Plot and the Flat so far issued are valid and subsisting and have been obtained by following due process of law. Further, the Developers have been and shall, at all times, remain to be in compliance with all applicable laws in relation to development by construction of Wing “C”;
- (vi) The Developers have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;
- (vii) The Developers have so far not entered into any Agreement for Assignment of Development Agreement or any other Agreement/ arrangement with any person or party with respect to their right to carry out the development as envisaged in the said Development Agreement and the said premises/Flat which will, in any manner, affect the rights of Purchasers under this Agreement;
- (viii) The Developers confirm that the Developers are so far not restricted in any manner whatsoever from selling the said Flat to the Purchaser/s in the manner contemplated in this Agreement;
- (ix) At the time of handing over the complete management and affairs of Wing “C” as contemplated in the Development Agreement, the Developers shall handover lawful, vacant, peaceful, physical possession of the common areas to the said Society;

- (x) The Developers as contemplated in the said Development Agreement have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to construction of Wing “C” to the Competent Authorities.
- (xi) So far no notice from the Government or any other local body, MCGM/MHADA or authority or any legislative enactment, Government, ordinance, order, notification has been received by or served upon the Developers in respect of development by construction of Wing “C”.

14. The Developers shall take insurance of workers under Workmen Compensation Insurance Policy for construction of the Wing “C” of the building. In the event, if the Developers are required to take any Building Insurance under any statute, the Developers will take such insurance of the Wing “C” till completion of the construction and handing over the affairs their to the Society and shall transfer benefit of such insurance in favour of the Society of the remaining period of such insurance. The insurance shall be for the benefit of the Purchaser of the premises and at the time of handing over management of Wing “C” of the building, the Developers shall handover the insurance policy and other related documents to the Society.

15. The Developers hereby agree that they, before handing over possession of the said premises to the Purchaser/s which will be handed over after the Developers having offered make full and true disclosure of the nature of their title as to development as well as encumbrances, if any, including any right, title and interest or claim of any party or persons whosoever in and over the said portion of the entire plot and subject to the rights, entitlement and benefits of the Society and its members in terms of the Development Agreement shall as far as practicable ensure that the said

Wing “C” of the building is free from all encumbrances and that the Developers have absolute clear and marketable title to the said premises.

16. After the Developers hand over management of Wing “C” of the building, the said Society shall preserve and maintain the various documents such as title document, copies of I.O.D., CC, subsequent amendments, O.C., canvas mounted plans, soil investigation reports, RCC details and plans, structural stability reports, details of repairs carried out in Wing “C” of the building, supervision certificates of Licensed site supervisor, various NOCs and completion certificates issued by licensed surveyor/Architect, CFO, etc. The Society and the Purchaser/s shall be responsible to carry out periodical structural audit of the building alongwith fire safety audit from time to time as per requirement of CFO through authorized agency of MCGM/MHADA and shall preserve and maintain the subsequent periodical structural and fire audit reports and repair history of Wing “C” of the said building and shall comply with fulfill and abide by the terms of all the permissions/sanctions certificates, etc., issued/to be issued hereafter by the Concerned Authorities.

17. Time is essence for the Developers as well as the Purchaser/s. The Developers subject to the events of force majeure shall abide by the time schedule for completing the development by construction of Wing “C” and handing over the Flat to the Purchaser/s and the common areas to the Society after receiving Occupancy Certificate. Similarly, the Purchaser/s shall make timely payments of the installments and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the Developers carrying out the construction work as contemplated and as provided in clause (____) hereinabove (i.e. Payment Plan linked with completion of the concerned work).

18. If the Developers fail to abide by the time schedule for completing the project and handing over the Flat to the Purchaser/s, the Developers agree to pay to the Purchaser/s, who does not intend to withdraw from the project as envisaged under the Development agreement, interest as specified

in the Rule, on the amounts of consideration so paid by the Purchaser/s, for every month of delay, till the handing over the possession. The Purchaser/s agree to pay to the Developers, interest as specified in the Rule, on all the delayed payment which become due and payable by him/her/them to the Developers for the period of delayed payment (i.e. from date the payment becomes due and payable till date of actual payment, both dates inclusive subject however to the right and authority of the Developers to cancel and terminate this Agreement).

19. Without prejudice to the right of the Developers to charge interest as contemplated under these presents, on the Purchaser/s committing default in payment on due date of any amount due and payable by him/her/them to the Developers under this Agreement (including his/her proportionate share of taxes levied by Concerned Local Authority and other outgoings) and on the Purchaser/s committing any two defaults of payment of installments, the Developers shall at their own option, may terminate this Agreement:

PROVIDED THAT, Developers shall give notice of fifteen days in writing to the Purchaser/s, by Registered Post A/D at the address provided by the Purchaser/s and mail at e-mail address if so provided by the Purchasers, of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions and default in payment in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches and/or remedy the default mentioned by the Developers within the period of notice then at the end of such notice period, this Agreement shall stands terminated/cancelled without any further communication to the Purchasers.

PROVIDED FURTHER THAT upon termination of this Agreement as aforesaid, the Developers shall refund to the Purchaser/s/his/her/their Bankers/Lenders (subject to adjustment and recovery of any agreed liquidated damages as set out under these presents or any other amount which may be payable to the Developers) within a period of 15 days of the termination, the installments of sale consideration of the flat/premises

which may till then have been paid by the Purchaser/s to the Developers. However, such amount shall be refunded only against the Purchaser/s having executed and got registered the Deed of Cancellation with usual covenants and return of Original of these presents. The Purchaser/s shall not be entitled to claim refund/return of any of the statutory levies such as GST, etc.

In the event the Purchaser/s has/have taken housing finance/loan from his/her/their banks/financial institutions, then in such event the aforesaid amount shall be refunded directly to the banker/financial institution against return of the Original of the Agreement so deposited as security, duly cancelled and on execution and registration of necessary document.

On termination the promoter are free to deal with the premises as they deem fit even without executing necessary deed of cancellation. The Purchaser/s confirms the same and shall no dispute the same or create any false case /claims on the Developers or the premises.

20. The fixtures, fittings and amenities to be provided by the Developers in Wing “C” of the said building and the premises are those that are set out in ANNEXURE “_____” hereto.

21. Subject to what is contemplated in the said Development Agreement, and subject to the events of force majeure the Developers shall offer possession of the said premises/Flat to the Purchaser/s on or before 31/06/2024 provided the Occupation Certificate is being issued by MHADA in respect of the said upper floors i.e. from _____ habitable floor onward. If the Developers cause any delay or avoid to offer possession of the said premises to the Purchaser/s on account of any reason beyond their control and of their agents as per the provisions of the said Act and the Rules framed thereunder, on being made applicable and effective, by the aforesaid time then the Developers shall be liable on demand to return to the Purchaser/s the amount already received by them with interest as contemplated under the said Act and the Rules framed thereunder from the

date the Developers received the sum till the date the amounts and interest thereon are repaid, provided that by mutual consent it is agreed that dispute whether the stipulations specified under the Provisions of the said Statute as applicable have been satisfied or not will be referred to the Competent Authority. Till the entire amount and interest thereon is refunded by the Developers to the Purchaser/s, there shall, subject to prior encumbrances if any, be a charge on the said premises. Such amounts shall be refunded only against execution and registration of necessary documents confirming cancellation of the Agreement. In the event the Purchaser/s has taken housing loan, the aforesaid amount shall be refunded to the bankers of the Purchaser/s against release of their security of this Agreement and confirmation of cancellation and handing over original of these presents to the Developers.

PROVIDED that the Developers shall be entitled to reasonable extension of time for giving possession of said premises/flat on the aforesaid date if the completion of Wing “C” of the building is delayed on account of force-majeure events including: -

- i) Non-availability of steel, cement, other building material water or electric supply;
- ii) War, earthquake, civil commotion or act of God;.
- iii) any notice, Order rule, notification and/or change of policy of the Government and/or for other public or Competent Authority;
- iv) Due to any order, injunction or stay if granted by Court of law or Concerned Authorities;
- v) Due to any act of omission or commission by the Society and/or/its members;
- vi) Any other cause/causes beyond control and not attributed to the willful delay on the part of the Developers;
- vii) Due to any delay in grant/issuance of further and other permissions, Orders, approvals, Certificates, Occupation

Certificate, etc. by the Concerned Authorities including MCGM/MHADA;

viii) Delay in construction due to nuisance caused the Owners/Occupants of neighboring building and/or the said Society/its Members;

ix) Non issuance/delay in issuance of requisite permissions orders/approvals /certificate etc.

22.yy The Developers, upon payment of the balance consideration and other amounts towards various charges, deposits, taxes advances, etc. within the time as contemplated above, shall offer the possession of the Flat to the Purchaser/s in terms of this Agreement and as required by Developers to be taken within 7 days from the date of issue of such notice and the Developers shall give possession of the Flat to the Purchaser/s. The Purchaser/s agree to pay the maintenance charges as determined by the Promoter/Society, as the case may be.

23. Upon receiving a written intimation from the Developers as per preceding clause, the Purchaser/s shall take possession of the Flat from the Developers by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and/or as required by Developers, and the Developers shall give possession of the Flat to the Purchaser/s. In case the Purchaser/s fail to take possession within the time provided in preceding clause, such Purchaser/s shall continue to be liable to pay maintenance charges as applicable.

24. The Purchaser/s shall check up the fixtures and fittings in the said Flat before taking possession of the same. Thereafter, the Purchaser/s shall have no claim against the Developers in respect of any item or work in the said flat or in Wing "C" of the said building which may be alleged not to have been carried out and/or completed and/or being not in accordance with the plans, specifications and/or this agreement and/or otherwise howsoever in relation thereto.

PROVIDED THAT within the statutory period if the Purchaser/s bring to the notice of the Developers any structural material defect in the said premises or the building in which the said premises is situated or the material used therein then, whenever possible such defects shall be rectified by the Developers at their own cost with best possible material, subject however that the Purchaser/s herein and Occupiers/Purchasers of other premises in the building is/are not guilty of any act of omission or commission and has/ have fully performed and complied with his/her/their part of the obligations and covenants contained under these presents in respect of the premises and Wing "C" of the building.

25. The Purchaser/s shall use the said premises and every part thereof or permit the same to be used only for the purposes as may be permissible. The said premises agreed to be allotted under these presents as also other premises in Wing "C" of the building as may be allotted by the Developers to their prospective Purchaser/s shall not be use for Restaurant, Hospital, Club, Wine shop, and such other activity and user not permitted by MCGM/MHADA and a separate undertaking in writing shall be given by the Purchaser/s herein as also the Purchaser/s of other premises in Wing "C" of the building before taking possession of the premises allotted under these presents. He/She/They shall use the car parking, if so allotted, and/or permitted to use in writing only for purpose of keeping or parking the Purchaser's own vehicle. The Developers shall have full right, absolute authority and entitled to allow use and allot car parking space not already allotted/allowed to such of the Purchaser of Developers as the Developers may deem fit and the Purchaser/s herein shall not object or dispute to the same. It is expressly agreed and understood that if the Purchaser/s has/have acquired and purchased car parking space alongwith the flat under these presents from the Developers, the Purchaser/s shall not be entitled to deal with dispose off car parking space so allotted under these presents separately and/or independently in favour of any outsider who have not acquired the flat/premises in Wing "C" of the building and shall also abide

by fulfill and comply with the bye-laws directions, etc. of the Society after the Developers hand over the management and affairs of Wing “C” of the building to the Society.

26a. The Developers hereby represent and the Purchaser/s hereby confirms that the said Society, namely, “Tilak Nagar Deep Mandir Co-Operative Housing Society Limited” being the Lessee of the said Plot and the other area including Tit Bit areas as contemplated in the said Development Agreement, Resolutions, etc. has granted in favour of the Developers the development right for construction of Wing “C” of the building consists of residential premises on portion of the said entire Plot and have undertaken compliance of certain obligations, terms and conditions as recorded in the said Development Agreement. The Purchaser/s hereby confirms having informed about such terms, conditions and obligations on the part of the Developers as also the Purchaser/s of the premises from the Developers, contained under the said Development Agreement/Resolutions. As provided in the said Development Agreement/Resolution, the Developers have been authorized and entitled to deal with and dispose off and allot the flat available for free sale in Wing “C” of the said building in favour of the prospective Purchasers and to enter into Agreement for allotment of such flat without obtaining any permission, confirmation, NOC or otherwise from the said Society/its members and the Developers are entitled to cause the intending Purchasers including the Purchaser/s herein to make sign and submit necessary applications, forms, etc. to become member and shareholder of the said Society and upon receipt of applications along with necessary fees, the said Society has agreed to admit, accept and enroll intending Purchasers including the Purchaser/s herein as its member and shareholder and shall issue requisite shares in its share capital.

26b. The Purchaser/s hereby agree/s to abide by, comply with and fulfill all the said terms, conditions and obligations including payment of certain and specified amounts as contained in the said Development Agreement and

shall become member and shareholder of the said Society and shall pay the requisite amounts including towards admission fees, share money, etc. Upon the Developers offering possession of the said flat/premises allotted under these presents, the Purchaser/s shall bear, pay and discharge all the outgoings, taxes, maintenance charges, etc. as may be demanded by the said Society. The Purchaser/s hereby agrees and undertakes to indemnify and keep the Developers indemnified against all such claims or demands by the said Society.

26c. Upon the Developers handing over possession of the said flat/premises and submit necessary and requisite forms to the said Society, the Purchaser/s shall sign and execute all such further and other documents, writings, applications, forms, undertakings, etc. as may be required by the said Society and shall abide by, comply with, fulfill, observe and perform all the rules, regulations and bye-laws of the said Society.

27. Since the Society is already in existence and being the Lessee of the said plot and other allotted areas, the Developers are not required to form any other association or organization nor to cause transfer of any further right in portion of the said entire plot and/or the Wing “C” of the building on being constructed thereon. On the Purchaser/s being admitted and accepted as member of the Society, the Purchaser/s shall bound and liable to comply with, fulfill, observe and perform all the Rules, Regulations and Bye-Laws of the said Society as also all the statutory stipulations, terms, conditions and covenants for use of such premises. The Purchaser/s along with Purchasers of other premises shall be bound and liable to comply with and fulfill all the terms, conditions and obligations as contemplated in the said Development Agreement.

28. The said Wing “C” of the building to be constructed as aforesaid shall, always be known as **“SOLITAIRE AAWAS”** or by such other name as may be desired by the Developers. This covenant shall at all times be binding upon the successors in title of the Purchaser/s.

29. After having expired period of notice in writing on being given by the Developers to the Purchaser/s that the said premises is ready for use and occupation, the Purchaser/s on being required and called upon by the Developers shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said premises) of outgoings in respect of the said entire plot and Wing "C" of the building namely local taxes, betterment charges or such other levies by the Concerned Local Authority MCGM/MHADA and/or Government Authorities towards water charges, property taxes, insurance, common lights repairs and salaries of clerks, bill collectors, chowkidars, sweepers, maintenance of main water pump, auxiliary water pump, lifts, common area and all other expenses necessary and incidental to the management and maintenance of portion of the entire plot and Wing "C" of the building to the Developers and/or the said Society as the case may be. The amounts so paid by the Purchaser/s to the Developers shall not carry any interest and remain with the Developers. The Purchaser/s shall also be liable to pay to the Developers his/her/their share for payment of development and infrastructure charges/deposits etc. as may be demanded by the Developers.

30. It is expressly agreed and understood that the Developers shall not be held liable or responsible to bear pay and discharge any amount towards taxes, rates, outgoings, maintenance charges, electricity and water charges etc. in respect of the unsold premises/flats/car parking, etc. The Purchaser/s herein shall not, either individually or with other Purchasers, claim for or demand any such amounts from Developers. All the benefits including towards payment of taxes, maintenance and other charges in respect of the unsold premises/parking space, even after possession of other premises are handed over to other purchasers from the Developers shall exclusively belong to the Developers alone.

31. The Terrace space in front of or adjacent to the terrace flats in the said Wing "C" of the building, if any as per the sanction plan shall be permitted to use exclusively to the respective purchaser of the terrace flats

and such terrace spaces are intended for the exclusive use of the respective terrace flat purchaser/s as the use thereof has been permitted to him/her/them. Subject however, to the bye laws and other circulars/ resolutions of the Society and terms imposed/ to be imposed.

32. In respect of the unsold flats/premises and Car parking's if any, after the Developers obtained Occupation Certificate/Part Occupation Certificate from the Municipal Corporation of Greater Mumbai/MHADA, the Promoter/s while reserving right to use, occupy, possess or enjoy by themselves/their Directors or nominees till they actually sale and allot shall reimburse only the property tax, if so, claimed and demanded by the Concerned Authorities of MCGM/MHADA including Assessment and Collection Department in respect of the unsold premises/flats and that the Developers shall not be held liable or responsible to contribute any amount towards sinking fund, repairs, water charges, gardening, security charges, etc. or for any other funds, deposits, etc. which the Society may claim from the Flat/premises Purchasers occupying their respective premises, under its Bye-Laws or Rules and Regulations. The Developers shall also be entitled to offer the unsold premises/Flats as security for any loan/finance either availed/ to be availed.

33a. In the event the Developers decide to provide gymnasium/extra facility for physical fitness/entertainment on stilt/podium or such other place as may be permissible/to be approved by the Concerned Authorities, the Purchaser/s herein and all other purchasers of flat in Wing "C" of the building shall be liable to pay to the Developers such amount of amounts as may be fixed by the Developers towards providing such facility. The amounts so paid shall not be refundable nor the Developers shall be required to render any accounts in respect thereof. On handing over the management and affairs of such extra facility, the Society shall undertake management of such facility and be further entitled to claim, recover, demand and receive such amount or amounts towards maintenance, repairs, replacement, etc. of such facilities. The Purchaser shall not be entitled to

refuse to pay such amount irrespective of fact whether he/ she/they agreed to avail such benefit or not.

33b. The Purchaser/s, on or before taking possession of the said premises, shall pay the Developers the following amounts.

- i) Rs. _____/- for legal charges
- ii) Rs. _____/- towards electric and water meter deposit and charges.
- iii) Rs. _____/- Development charges and infrastructure charges
- iv) Rs. _____/- Expenses towards providing fitness centre/ Gym (if so provided)
- v) Rs. _____/- towards Mahanagar Gas Connection charges

Rs. _____/- Total
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The amount paid or becoming payable to the Developers by the Purchaser/s under this Sub-clause are non refundable and shall not carry any interest. The Developers shall not be liable to render any accounts of such amounts or deposit to such Purchaser/s or Society at any time.

33(c) The Purchaser/s shall also on or before taking possession of the said premises/flat keep deposited with the Developers the following amounts.

- i) Rs. _____/- for share money, membership application, entrance fee of the Society.
- ii) Rs. _____/- per sq.ft. for proportionate share of taxes and other charges as applicable to premises/Flat for a period of 06 months

iii) Rs. _____/- towards deposit payable to the
Society.

Rs. _____/- Total

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34. The Developers shall utilize the amounts paid by the Purchaser/s to the Developers for meeting all legal costs, charges and expenses, outgoings, payment deposit including professional costs of the Attorney at Law/Advocates of the Developers in connection with admission as member of the said Society and the cost of preparing and engrossing this Agreement.

35. The Developers shall maintain a separate account in the books in respect of sums received by the Developers from the Purchasers as advance or deposit, sums received on account of the share money for admitting the Purchaser/s as member of the said Society on or towards the outgoings and shall utilize the amounts only for the purposes for which they have been received.

36. The Purchaser/s shall pay to the Society the requisite amount of entrance fees and ____ months maintenance in advance as may be claimed and demanded by the Society as also a sum of Rs. _____/- towards membership fees and Rs. _____/- being cost of ____ shares of Rs.50/- each and Rs. _____/- towards deposit. Such amount shall be paid directly in the name of Society before taking possession of the premises.

37. On the management and affairs of Wing "C" of the Building are handed over which are to be handed over after all the premises are disposed of and the consideration and other amounts being fully recovered, the said Society being the Lessee shall raise bills periodically on the Purchaser/s in respect of his/her/their proportionate share of payment of outgoing for the said premises in advance for each month from the date of Occupation Certificate and the Purchaser/s shall duly pay and discharge the same regularly within 07 days of the date of the bills and Purchaser/s shall not withhold the same for whatsoever reason.

38. The Developers shall be entitled to enter into Agreements with other Purchaser in respect of the other premises/flats available to them for free sale under the said Development Agreement on such terms and conditions as the Developers may deem fit or alter the terms and conditions of the Agreement already entered into by the Developers with the other Purchaser if any, without effectively prejudicing the rights of the Purchaser/s in the said premises under this Agreement.

39. The Developers shall, if necessary, become the member of the Society in respect of their rights and benefits with regard to unsold Premises/Flats or otherwise. If the Developers deal with or transfer, assign and dispose of such premises or rights and benefits under the said Development Agreement, at anytime to anybody, and realized/ recovered all the amounts/consideration, etc. and after necessary intimation in writing being given by the Developers, then, the respective assignee, transferee and/or the Purchaser/s thereof shall become members of the Society in respect of the said rights and benefits. The Purchaser/s herein will not have any objection to admit such assignee, transferee and/or Purchaser/s as the member of the Society without any charges whatsoever.

40. The Purchaser /s hereby confirms that the premises/Flats agreed to be allotted under these presents by the Developers is one of the premises/Flat being constructed by use of the Additional Development potentiality permitted to be use by the Society and in respect of which requisite permissions, revised/amended/modified, IOD and further Commencement Certificate have been issued by the Concerned Development Authority/ MHADA.

41. The Purchaser/s for himself/herself/themselves with intention to bind all persons (into whosoever hands the premises may come) doth hereby covenants with the Developers as follows:

- i) To maintain the said premises/Flat agreed to be sold/allotted under this Agreement at his/her/their own cost in good tenantable repair and condition from the date the possession

of the said premises is taken and shall not do or suffered to be done anything in or to the building in which the said premises is situated, staircase or any passage which may be against the Rules, Regulations or Bye-Laws of concerned local or any other authority and/or the Bye-Laws of the Society or change alter or make addition in or to the Wing “C” of the building and the said premises/flat itself or any part thereof.

- ii) Not to store in the said premises/flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of Wing “C” of the building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages which may damage or likely to damage the upper floors, staircases, common passage or any other structure of the building in which the premises is situated, including entrances of Wing “C” and in case any damage is caused to Wing “C” of the building on account of negligence or default of the Purchaser/s, in this behalf, the Purchaser/s shall be liable for the consequence of the breach.
- iii) To carry at his/her/their own cost all internal repairs to the said premises/flat and maintain the said premises in the same conditions, state and order in which it was delivered by the Developers to the Purchaser/s and shall not do or cause to be done anything in or Wing “C” to the building in which the said premises/flat is situate or the premises/flat which may violate the Rules and Regulations and Bye-Laws of the Concerned Local Authority including MCGM or other public authority and/or the Society. In the event of the Purchaser/s committing any act in contravention of the above provision

the Purchaser/s 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 said premises/Flat agreed to be allotted under these presents or any part thereof, nor at any time make or cause to made any addition or alteration of whatever nature therein or any part thereof, nor any alteration in the elevation and outside colour scheme of Wing “C” of the building and shall keep the portion, sewers, drains pipes in Wing “C” of the building premises/flat and appurtenances thereto in good, tenable repair and condition and in particular, so as to support shelter and protect the other parts of Wing “C” of the building and shall not chisel or in any other manner damages to columns, beams, walls, slabs or RCC Pardis or other structural members in the said premises/flat without the prior written permission of the Developers and/or the Society.
- v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Wing “C” of the building or any part thereof or whereby any increase premium shall become payable in respect of the insurance if so taken.
- vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises/flat in the compound or any portion of the said entire plot and the Wing “C” building.
- vii) Pay to the Developers/Society within _____ days of demand his/her/their share of security deposit demanded by Concerned Local Authority, MHADA or Government for giving water, electricity or any other services or connections to Wing “C” of the building.

- viii) To bear and pay in proportion increase in local taxes, water charges outgoings, lease rent and such other levies if any, which are imposed or levied by the Concerned Local Authority and/or Government and/or other public authority, on account of change of user of the said premises/flat by the Purchaser/s viz from residential purpose to commercial and/or vice-versa or user for any purposes other than for residential/commercial purpose for which the Premises is allotted under these presents.
- ix) The Purchaser/s shall not let, sub let, transfer, assign or part with possession his/her/their interest or benefit of this Agreement until all the dues payable to the Developers and the said Society under this Agreement are fully paid and only if the Purchaser/s had not been guilty/breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has/have obtain prior consent in writing from the Developers till the affairs and management of Wing “C” of the Building are taken over by the Society.
- x) The Purchaser/s shall observe and perform all the Rules and Regulations which the Society has and the amendments thereof that may be made from time to time for protection and maintenance of Wing “C” of the said building and the premises therein and for the observance and performance of the building Rules, Regulations and Bye-Laws for the time being of the Concerned Local Authority including MHADA and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulation and conditions laid down by the said Society regarding the occupation and use of the premises in the building and shall pay and contribute regularly and punctually towards the

taxes, expenses or other outgoings in accordance with the terms of this Agreement.

- xi) Not to use any parking space i.e. stilt/podium/mechanical slot , if so permitted to use for any other purpose save and except parking of personal vehicle and not to close such space in any manner whatsoever;
- xii) In the event the Developers and/or the Society require the Purchaser to temporary vacate the parking space so as to enable other Purchaser/s of flats in Wing “C” of the building to have temporary use for social or other events/function, the Purchaser shall extend necessary co-operation by temporarily discontinuing such use as parking and facilitate the other Purchasers in Wing “C” of the building;
- xiii) Till the Developers have used/utilized and consumed all the FSI available presently or in future as also of TDR benefits/ Additional Buildable Area the Purchaser shall permit the Developers and their surveyors agents and authorized persons with or without workmen and others, at all reasonable times, to enter into and upon the portion of the said plot and/or Wing “C: of the building or any part thereof as also of the said flat agreed to be allotted under these presents to view and examine the state and condition thereof;
- xiv) To permit the Developers and their surveyors agents and authorized persons with or without workmen and others, at all reasonable times, to enter into and upon the portion of the said entire Plot and/or Wing “C” of the building or any part thereof as also of the said flat agreed to be allotted under these presents to view and examine the state and condition thereof.
- xv) Not to use any open space either in front or rear side of the premises/flat any open space nor to cover the same in any

manner temporarily or otherwise and not to store or display any articles, goods, etc.

- xvi) Not to dry the clothes or hang any clothes on any of the windows of the said flat, but shall use the dry balcony and space for that purpose.
- xvii) Not to do or suffered to be done anything to Wing “C” of the Building, entrance, lobbies, staircase, etc. which may be against the Rules, Regulations and bye laws of the Concerned Local and public bodies and/or which may be consistent with or in breach of the various permissions, sanctions, etc. granted by the Concerned Authorities.
- xviii) Not to encroach upon external and/or internal ducts, voids areas attached to the premises/flat by constructing permanent or temporary work by closing and/or using it. The said duct area is strictly provided for maintenance of service, utility such as plumbing, pipes, cables, etc.
- xix) Not to affix or put any dish antenna, A.C. condenser units outside the premises/flat, due to which likely possibility to spoil the exterior elevation of the premises/Wing “C” of the building. However, common dish antenna can be installed on the terrace of Wing “C” of the building.
- xx) To keep and affix outdoor A/c units only in the location/ space specified by the Developers to the premises/flat.
- xxi) That whenever the washing machine shall being installed, flexible outlet of the same shall be connected to the outlet provided in the wall through on elbow and pipe piece only and such installation must be done as per manufacturers instruction and through professional/ qualified plumbers only to avoid any further maintenance problems in future.
- xxii) Not to affix or put any grills outside the window as well as not to changes material, color, holes, windows, chajjas,

railing, etc. due to which likely possibility to spoil the exterior elevation of the premises/flat and Wing “C” of the building.

xxiii) Not to put or keep plant pots, signboards and/or any object outside the windows.

42. In addition to payment of GST, so payable development charges etc., as contemplated hereinabove, if by reason, of any amendment to the constitution or enactment or amendment of any existing law or on introduction or enforcement of any statute, circular or notification by any Government (Central or State) this transaction is held to be liable to any other levies/tax's as a sale, service General service or otherwise in whatever form either as a whole or in part any inputs or materials or equipments used or supplied in execution of or in connection with this transaction are liable to tax, the same shall be payable by the Purchaser/s along with other Purchaser on demand at any time and the Developers shall not be held liable or responsible.

43. All the deposits payable to the MCGM/MHADA, Electricity Board, Reliance Energy, Adani Energy, Mahanagar Telephone Nigam, Mahanagar Gas Nigam for water connection and electricity charges, drainage, telephone Gas connection or of permanent deposits or any charges to any Concerned Authority, in respect of Wing “C” of the said building which become payable shall be paid or reimbursed to the Developers by the Purchaser/s.

44. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said premises/Flat or portion of the said entire Plot and Wing “C:” of the building or any part thereof which shall belong to the Society. The Purchaser/s subject to timely compliance of the obligations including payment of various amounts and subject to the right of the Developers including of termination under these presents, shall have no claim save and except in respect of the said premises/flat hereby agreed to be allotted and sold to him/her/them and all

open spaces, parking spaces, lobbies, staircases, terraces on the building, recreation spaces etc. will remain the property of the Developers until the affairs of Wing “C” of the building are transferred to the Society as hereinbefore mentioned and till all the FSI available presently or in future and TDR benefits are used utilized and consumed.

45. Any delay tolerated or indulgence shown by the Developers in enforcing the terms of this Agreement or any forbearance of giving of time to the Purchaser/s by the Developers shall not be construed as a waiver on the part of the Developers of any breach or non compliance of any of the terms and conditions of this Agreement by the Purchaser/s or shall the same in any manner prejudice the rights of the Developers.

46. The Developers shall have full right and absolute power and authority and will be absolutely entitled to raise moneys for development by construction of Wing “C” of the Building or otherwise and to keep their right of Development under the said Development Agreement and the premises etc. available to them of free sale as security for repayment thereof and the Purchaser/s hereby confirm the same.

47. The Developers shall in respect of any amount remaining unpaid by the Purchaser/s under this Agreement have first and express lien and charge on the said premises/Flat agreed to be purchased/acquired by the Purchaser/s.

48. It is expressly and specifically agreed understood and confirmed by the Purchaser/s that, under the Development Agreement executed by the said Society, the Developers shall have full right, power and absolute authority to deal with or dispose of the unsold premises and allot/granting/permissions to use car parking spaces, etc. which are in the name of the Developers or their nominee to the person or persons of their choice and to their absolute discretion to which the Purchaser/s herein and other Purchaser shall have no right or authority to object or challenge the same. The Developers shall hold such unsold premises in its name and not as member/s of the said Society but as absolute Developers thereof and it shall

not be subject to or governed by the Bye-Laws, Rules and Regulations of the Society. The Developers shall not pay any maintenance charges, outgoings, Municipal taxes or any other charges in respect of such unsold premises, to the Society. The Developers shall have the unqualified and unrestricted right and authority to sell and dispose of such unsold premises, car parking, etc. to any person of the Developers' choice.

49. It is expressly agreed and confirmed by the Purchaser/s that he/she /they shall be bound and liable to bear and pay and discharge his/her/their proportionate share of taxes, rates, charges, cesses, maintenance charges and all other expenses, penalties, premium duties and outgoings payable in respect of the said premises/flat agreed to be purchased by the Purchaser/s under this Agreement, after expiry of _____ (____) days from the date of Developers/Society intimates to the Purchaser/s to take possession of the said premises agreed to be purchased by the Purchaser/s. Such date of handing over the possession of the said premises will be intimated by the Developers/Society to the Purchaser/s at their address given hereafter by Post under Certificate of posting/Email-ID, if so provided. The intention of the parties hereto being clear that irrespective of the fact whether the Purchaser/s takes possession of the said Flat agreed to be purchased by him/her/them under these presents on the date intimated by the Developers/Society as aforesaid or not, or whether the Developers/Society demand for the same or not, the Purchaser/s shall without any reservation or objection bear pay and discharge his/her/their share of the aforesaid taxes, charges, cesses, rates, maintenance charges expenses, penalties, duties, premium and outgoings, etc. of the said flat and Wing "C" of the said building. The decision of the Developers/and the said Society as regards the time period, proportion of the amount demanded shall be final and binding upon the Purchaser/s.

50. The Purchaser/s shall observe, perform and abide by all the conditions and stipulations contained in the permissions, sanctions and

approvals given/granted by the Concerned Authorities including of Municipal Corporation of Greater Mumbai.

51. Forwarding this Agreement to the Purchaser by the Developers does not create a binding obligation on the part of the Developers or the Purchaser until, firstly, the Purchaser sign and deliver this Agreement with all the schedules along with the payment due as stipulated in the Payment Plan alongwith the amount of statutory levies including GST within ____ (____) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the Concerned Sub-Registrar as and when intimated by the Developers. If the Purchaser fails to execute and deliver to the Developers this Agreement within ____ (____) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Developers, then the Developers shall serve a notice to the Purchaser for rectifying the default, which if not rectified within ____ (____) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

52. This Agreement along with its schedules, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the said Flat, as the case may be.

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

54. 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 Purchaser of the premises, in case of a

transfer, as the said obligations go along with the premises for all intents and purposes.

55. 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.

56. Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchasers in the project, the same shall be the proportion which the carpet area of the premises/flat bears to the total carpet area of all the Flat/premises in Wing "C" of the building.

57. 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.

58. The execution of this Agreement on being stamped under the provisions of Bombay Stamp Act shall be complete only upon its execution by the Developers through their authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developers and the Purchaser and only after the Agreement is duly executed by the Purchaser. On the execution these Agreement, the same shall be registered at the office of the Concerned Sub-Registrar.

59. That in case there are Joint Purchaser all communications shall be sent by the Developers to the Purchaser 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 Purchaser.

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

61. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Courts at Mumbai will have the jurisdiction for this Agreement.

62. The Developers are entitled and have every right to display/fix their brand name and logo on any part of Wing “C” including on terrace /entrance as they may decide and shall pay outgoings and other charges in respect thereof.

63. The Purchaser/s shall alone bear and pay Stamp duty, Registration charges, penalties and other costs, charges and expenses in respect of this Agreement. The Purchaser/s shall present and lodge this Agreement for registration before the Concerned Office of the Sub-Registrar of Assurances including at Kurla/Chembur and within the time limit prescribed under the Registration Act. The Developers shall attend such office and admit execution thereof after the Purchaser/s having informed the Developers the number under which this Agreement is and other documents are lodged for registration.

64. All notices, intimations, letters, communications etc. to be served on or given to the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served by post under certificate of posting/ Courier/Registered A.D./Ordinary Post /Email ID (if so provided) his/her/their address as specified below.

Mobile No._____

Email ID._____

65. This Agreement shall be subject to the provisions of the The Real Estate (Regulation & Development) Act 2016 as applicable and the Rules Framed thereunder. All consents given by the Purchaser/s herein shall continue even if Acts may provide otherwise.

66. The Permanent Account Number of the parties hereto are as follows:-

PAN NO.

Developers/ Developers

Sanket Realtors

Purchaser/s.

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands and seals into this writing on the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Being said Property)

ALL THAT piece and parcel of land bearing Survey No. 14 (Part), CTS No.11 (Part) admeasuring 1435.50 sq. mtrs. or thereabout at Tilak Nagar, Revenue Village Chembur, Taluka Kurla, in the Registration District Mumbai Suburban District and then existing building known as "BUILDING NO. 91" which was consisted of Ground plus 2 Upper Floors comprising of total 36 (Thirty Six) residential tenements.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Being the Additional Plots)

THE THIRD SCHEDULE ABOVE REFERRED TO:

Premises being Flat No. _____ admeasuring _____ sq.fts. (i.e. _____ sq.mts. (Carpet area as defined above) on _____Floor of Wing “C” of the building known as “**SOLITIER AAWAS** ” along with use of one car parking space in stilt/pit/mechanical on the plot described in the Second Schedule hereinabove written.

SIGNED, SEALED AND DELIVERED)

by the withinnamed)

“DEVELOPERS/DEVELOPERS”)

SANKET REALTORS)

through its Authorized Partner)

in the presence of)

SIGNED, SEALED AND DELIVERED)

by the withinnamed "PURCHASER/S")

)

in the presence of)

RECEIVED from the withinnamed)

Purchaser/s a sum of _____/-)

(Rupees _____)

_____)

Only) by a cheque drawn on _____)

_____Bank, _____Branch)

bearing No. _____ Dated. _____)

being the amount of part-purchase)

Price payable by him/her/them to)
us on the day of execution of this)
Agreement.) Rs. _____ /-

WITNESS:

WE SAY RECEIVED.
For SANKET REALTORS

PARTNER
PROMOTEERS/DEVELOPERS.

DATED THIS DAY OF , 2021.

SANKET REALTORS.

..DEVELOPERS/DEVELOPERS

AND

..PURCHASER/S

AGREEMENT FOR SALE