

AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT made at Mumbai this ____ day of _____ in the Christian Year Two Thousand and Twenty Three (2023).

BETWEEN

MR. FARID HUSEIN AHMED SOLANKI, aged 55 years, an adult Indian Inhabitant of Mumbai, residing at 314, Yusuf Manzil, 4th Floor, Flat No. 16, Sir J. J. Road, Byculla, Mumbai – 400 008, and hereinafter called and referred as “**THE DEVELOPER**” (which expression shall unless it be repugnant to the contexts or meaning thereof mean and include his heirs, executors, administrators and assigns) of the **ONE PART**,

AND

Mr. Sohansingh Jhabarsingh Rawat Aged **47** years an adult, Indian Inhabitant of Mumbai Thane, residing at B-103 Nav Shri Chaintamani Chs Rh-230, M I D C Domivali East, Kalyan Thane, Maharashtra – 421203 hereinafter called “**THE FLAT HOLDER/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, administrators and permitted assigns /in case of partnership firm the partners or partner as at present constituting the said firm the survivors or survivor of them and the heirs, executors, administrators and permitted/ assigns of the last survivor or survivors and in case of a limited company/ corporate body its successors and permitted assigns) **OF THE OTHER PART**;

WHEREAS:

- A. By and under the Agreement for Development dated 19th day of January, 2007 made and executed between Mr. Abdul Razak Haji Ismail, therein referred to as Owner of the one part and 1) Mr. Farid

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Husein Ahmed Solanki, and 2) Mr. Abdul Khaliq Basar, the Developers herein, referred as the Developers therein on the other part, whereas the second developer Mr. Abdul Khaliq Basar has released all his rights from the Development Agreement by signing a Deed of Release with all the contents therein mentioned on 11th day of January 2013 and a registered Deed of Release dated 9th day of August 2023 under number BBE-3-15728-2023 in favor of Developer number one Mr. Farid Husein Ahmed Solanki, the second Developer Mr. Abdul Khaliq Basar has also given a Power of Attorney in favor of Developer number one Mr. Farid Husien Ahmed Solanki wide dated 1st day of February 2008, A copy of the Deed of Release and Power of Attorney are enclosed herewith, the owner therein had granted Development rights to the Developers therein and the Developers have acquired the Development rights in respect of all that piece and parcel of land or ground admeasuring 802 Sq. yards equivalent to 670.57 sq. mtrs bearing C.S. No. 1363 of Mahim Division being lying and situated at Mahim Custom Road, Mahim, Mumbai - 400 016, and more particularly described in the Schedule hereunder written at and for the total consideration and on the terms and conditions mentioned in the said Development Agreement dated 19th day of January, 2007 (hereinafter referred to as “**the said First Property**”). The said Development Agreement has been registered with Sub Registrar of Assurances, Mumbai under Serial No. BBE-1/1367/2007 on 10th March, 2007 together with registered Power of Attorney of the Owner dated 22/03/2004. The copy of the Index-2 of the said Development Agreement is annexed at **Annexure-‘A’**.

- B. The Developer solely and absolutely entitled to redevelop the said property under the provisions of Development Regulations 1991 and had applied to the MHADA, MCGM and other concerned authorities for its NOC, approvals, permissions and sanctions (hereinafter the said property shall collectively be referred to as the said property).
- C. Pursuant to the various application by the Developers, the Developers have obtained following NOC, approvals, permission and sanctions for the redevelopment of the said property:
 - i) MHADA NOC bearing no. R/NOC/f-1278/6023/MBRRB of 03 dated 22/10/2003

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- ii) I.O.D. bearing no. EB/260/GN/A of 23/09/2004
 - iii) Commencement Certificate bearing no. EB/260/GN/A of 13/03/2008.
- D. The Developers have appointed an Architect registered with the Council of Architects and have also appointed a Structural Engineer for the preparation of structural designs and drawings of the said building and the Promoters accept the professional supervision of the Architect and Structural Engineer till the completion of the said building.
- E. At the instructions of the Developers, Rajni Devkar Advocates & Solicitors have investigated the title of Developers to the said Property, and the said Advocate by their Title Certificate dated 26-10-2020 interalia certified the title to the said property as clear, marketable and free from all encumbrances and reasonable doubts. A copy of the said Title Certificates are also annexed hereto and marked as **ANNEURE “E”**.
- F. The Developers is entitled to develop and construct building on the said property in accordance with the Recitals hereinabove.
- G. The Developers has proposed to construct building/s known as **“RAHAT CASTLE”** on the said property described in the First Schedule hereunder written.
- H. The said project has been registered as a ‘real estate project’ (“the Project”) with the Real Estate Regulatory Authority (“Authority”), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (“RERA”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (“RERA Rules”). The Authority has duly issued the Certificate of Registration No. **P51900032302** dated **29-12-2021** for the Project and a copy of the RERA Certificate is annexed and marked as Annexure “ ” hereto.

- I. The material aspects of the development of the Real Estate Project as sanctioned under the RERA Certificate, are briefly stated below-
- a) The Owner/Developer is constructing building on the said Property consisting of Ground, Podium + 7 Upper Floors. The buildings/constructed on the said Property is known as Rahat Castle (“the said Building”)
 - b) 7 floors has been sanctioned in the said Building
 - c) The said Wing shall comprise of units/premises consisting of apartments, flat/s, tenement/s.
 - d) The common areas, facilities and amenities in the said Project that may be usable by the Flat Holders are listed in the Third Schedule hereunder written (“Real Estate Project Amenities”).
 - f) A copy of the MHADA NOC bearing No. R/NOC/f-1278/6023/MBRRB of 03 dated 22/10/2003, Intimation of Disapproval No. **EB/260/GN/A** dated 23/09/2004 and Commencement Certificate No. **EB/260/GN/A** dated **13-03-2008** issued by the Municipal Corporation of Greater Mumbai is annexed hereto and marked as Annexure “**B**” “**C**” and “**D**” respectively.
- The above details along with the annexures are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.
- J. The Flat Holder has agreed and consented to the development of the said Project. The Flat Holder has also examined all documents and information uploaded by the Developers on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.
- K. The Flat Holder has demanded inspection from the Developers and the Developers has given inspection to the Flat Holder of all documents of title relating to the said property including all the documents mentioned in the recitals herein above and also the plans, designs and specifications prepared by the Developer’s Architects, the certificate of title, revenue records and all other documents as specified under the RERA and the Rules and Regulations made thereunder.

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- L. The Flat Holder is/are desirous of purchasing residential premises Flat bearing No. **603** on the **6th floor** in the of the said Project (hereinafter referred to as the "said premises").
- M. The Rera carpet area of the said premises is **550sqft** including enclosed balcony, flowerbed and niche area and carpet area means the net usable floor area of an apartment, excluding the area covered by the external walls and includes the area covered by the internal partition walls of the apartment.
- N. The authenticated copy of the plan of the premises, is annexed and marked as Annexure "**F**" hereto.
- O. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developers while developing the said Project and upon due observance and performance of which only, the Occupation Certificate and Building Completion Certificate in respect of the said Project shall be granted by the competent authority.
- P. Further, (i) the requisite approvals and sanctions, for the development of the said Project from the competent authorities are obtained / being obtained, and (ii) approvals and sanctions from other relevant statutory authorities are applied for and/or in process of being obtained and/or obtained by the Developer.
- Q. The Developers has accordingly commenced construction of the said Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.
- R. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- S. The Developers has agreed to sell to the Flat Holder and the Flat Holder has agreed to purchase and acquire from the Developers, the

said premises, at or for the price of. **Rs. 2,47,50,000/- (Rupees. Two Crore Forty Seven Lakhs Fifty Thousand only)** and upon the terms and conditions mentioned in this Agreement ("Sale Consideration"). Prior to the execution of these presents, the Flat Holder has to pay the Developers a sum of. **Rs. 2,47,50,000/- (Rupees. Two Crore Forty-Seven Lakhs Fifty Thousand only)** being FULL AND FINAL payment in favour of the Developers of the Sale Consideration of the Premises agreed to be sold by the Developers to the Flat Holder as advance payment (the payment and receipt whereof the Developers doth hereby admit and acknowledge).

- T. Under Section 13 of the RERA, the Developers is required to execute a written agreement for sale of the said Premises with the Flat Holder i.e. this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.
- U. In accordance with and subject to the terms and conditions set out in this Agreement, the Developers hereby agrees to sell and the Flat Holder hereby agrees to purchase and acquire, the premises and the garage/covered parking (if applicable)].

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

1. The Developers shall, under the normal conditions and subject to the availability of the required building materials construct and complete the said building/s as per the said plans, designs, and specifications seen and approved by the said Flat Holder, with such variations and modifications as the Developers may consider necessary or may be required by any public authority to be made in them. So long as the area of the said premises (agreed to be acquired by the Flat Holder from the Developer) is not altered, the Developers shall be at liberty (and are hereby permitted) to make variations in the layout/elevations of the property and/or of the building/s including relocating the open spaces/all structures/buildings/garden spaces and/or varying the location of the access to the said building as the exigencies of the situation and the circumstances of the case may require. The Flat Holder hereby expressly consents to such variations as if the said variations had

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been incorporated in the approved plans and the consent hereby granted shall be deemed to be granted under the provisions of Section 7 of the Maharashtra Ownership Flats Act, 1963 and the Real Estate (Regulation and Development) Act, 2016 as may have been and may be notified from time to time. The Flat Holder agrees to execute such further consents if and when required by the Developers and/or the Planning Authority for recording the Flat Holder consent to amendments to the approved plans and the layout so long as the area of the premises to be allotted to the Flat Holder remains unchanged save and except to the extent of + or – 3% of the agreed area.

2. The Flat Holder hereby agrees to purchase from the Developers and the Developers hereby agree to sell to the Flat Holder, one premises bearing Flat No. **603** on the **6th** Floor of carpet area admeasuring **51.0967sqmt.** equivalent to **550sqft.** including enclosed balcony, flowerbed and niche area as per approved plans as shown in the plan thereof, copy whereof together with Intimation of Disapproval and the Commencement Certificate issued by Municipal Corporation of Greater Mumbai is hereto annexed and marked respectively as Annexure "C" and "D" of the said Building "**Rahat Castle**" constructed on the property described in the First Schedule hereunder written
3. The Flat Holder has paid to the Developers amount of the purchase price of of **Rs. 2,47,50,000/-** (Rupees. **Two Crore Forty-Seven Lakhs Fifty Thousand only**)
 - a) A written intimation will be sent to the Flat Holders that the said premise is ready for occupation irrespective as to whether the Flat Holder takes possession thereof or not. The time for each of the aforesaid payments as well as other payments to be made by the Flat Holder to the Developers shall be the essence of the contract. The Developers though not bound to forward to the Flat Holder the intimation of the Developers having carried out the aforesaid work at the address given by the Flat Holder under this Agreement and the Flat Holder will be bound to pay the amount of installments within eight days of Developers dispatching such intimation by Courier or Ordinary Post at the address of Flat Holder as given in these presents. The Developers has represented that the installments paid by the Flat Holder shall be deposited in an account specified for the said

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project and shall be utilized in accordance with the guidelines and provisions of the Real Estate (Regulation and Development Act, 2016) and the Rules formed thereunder; The list of specification and amenities to be provided in the premises agreed to be purchased by the Flat Holder is described in the Fourth Schedule hereunder written.

4. The Developers hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the premises to the Flat Holder, obtain from the concerned local authority, Occupation Certificates in respect of the said premises.

5. The Flat Holder confirms that the installments payable by the Flat Holder and all amounts payable under these presents shall be paid on the respective due dates without any delay or default as time in respect of payment of installments and in respect of all amounts payable under these presents by the Flat Holder to the Developers is the essence of the contract. If the Flat Holder delays or defaults in making payment of any of the installments or amounts, the Owners/Developers shall be entitled to interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum on all such amounts and installments from the date of default till payment and/or receipt thereof by the Developers without prejudice, to their other rights in law and under these presents. It is further agreed that on the Flat Holder committing default in payment of either the installments or any other amount or amounts under these presents on the due date (including his/her proportionate share of taxes, rates, cesses, other charges, betterment charges and all other outgoings) the Developers shall be entitled at their option to terminate this Agreement PROVIDED AND ALWAYS that the power to terminate herein contained shall be exercised by the Developers after giving the Flat Holder 15 days prior notice in writing of their intention to terminate this Agreement and specifying the breach or breaches of the terms and conditions on account of which the Developers intend to terminate the Agreement and if the Flat Holder continues the default in remedying such

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breach or breaches after the expiry of the stipulated period of fifteen days from the date of such notice from the Developers the Agreement shall stand ipso facto terminated without any further notice. It is further agreed that upon termination of this Agreement as stated herein the Developers shall refund to the Flat Holder the installments of the said price which the Flat Holder may till then have paid to the Developers less a sum of 20% of the total price of the Flat which amount shall stand forfeited without the Developers being liable to pay to the Flat Holder any interest on the amount so refunded. Upon termination of this Agreement, the Developers shall be at liberty to dispose off and sell the said premises to such person or persons of such price and on such conditions as the Developers may desire and think fit in their absolute discretion and the Flat Holder shall have no right in that behalf. The Flat Holder agrees that the Developers are not bound to give notice for payment of amounts due under these presents on their respective due dates mentioned herein and the failure thereof shall not be pleaded as an excuse for non-payments of any amount or amounts on their respective due dates. The Flat Holder further agrees that the Developers will be liable to refund the amounts as hereinabove stipulated on termination of the Agreement only after Developers sells the said flat/premises and at a price not below the price agreed to be sold to the Flat Holder. In the event of the Premises/Flat being sold at a price below the purchase price agreed with the Flat Holder herein then in such event the shortfall will be made good by the Flat Holder and the Developers will be liable to refund only such balance amounts after taking into account the shortfall and the 20% forfeiture amount and to which the Flat Holder agrees as evident from the execution hereof. The Flat Holder after consulting his legal advisors has agreed to the specific agreed terms relating to termination of this Agreement taking into account the fact that the Developers has granted considerable rebate and discount while agreeing upon the purchase consideration as well as the installment of payment as stipulated under clause 3 above.

6. (a) It is expressly agreed that the possession of the said premises will be handed over by the Developers to the Flat Holder by

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_____ provided the Developers have received the full purchase price of the said premises and other amounts payable by the Flat Holder to the Developers under these presents and provided the construction by the Developers is not delayed on account of non-availability of steel, cement or other building material, water or electric supply and no act of God, Civil Commotion, Riot, War force majeure, strike/ lockout/ layoffs of the labour of the Developers or of the manufacturers/ suppliers of building materials or other natural calamity or any notice, Order, Rule, Notification of the Government and/or any other Public Body and/or Competent Authority has disturbed the construction schedule of the Developers and there is no delay in issue of occupation certificate and/or Building completion Certificate by the Mumbai Municipal Corporation and/or Planning Authority and for such other similar reasons and/or circumstances beyond the control of the Developers . In the event of there being delay in completion of construction and handing over possession on account of reasons beyond the control of the Developers, the Developers will not be held responsible for the same and the Flat Holder shall not make any claim for damages or compensation on account of delayed possession in view of such delay being on account of reasons beyond the control of the Developers.

b) If the Developers is unable to give possession of the said premises by the dates stipulated hereinabove then the Developers agree that they shall be liable on demand by the Flat Holder to refund to the Flat Holder the amounts already received by them in respect of the said premises interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum from the date of Developers having received the sum till the dates the amounts and interest thereon is repaid by the Developers to the Flat Holder. It is agreed that upon demand for refund of the said amount together with interest as stated hereinabove Flat Holder shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against Developers or against the said premises or against the said property in any manner whatsoever and the Developers shall be entitled to deal with and dispose off the said premises to any person or party as the Developers may desire at their absolute discretion;

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- c) The Flat Holder shall pay such escalation as may be levied by the Developers in the event of the cost of construction standing enhanced by 10% or more or any account of any premium, additional premium and/or development charges being levied by the Planning Authority. In the event of the Flat Holder failing to pay such escalation, the same will constitute a breach and result in termination of the Agreement.
7. a) The Flat Holder shall take possession of the premises within 7 days of the Developers giving written notice to the Flat Holder intimating that the said premises are ready for use and occupation. Upon the possession of the said premises being delivered to the Flat Holder, he/she shall be entitled to the use and occupation of the said premises. Upon the Flat Holder taking possession of the said premises he/she shall have no claim against the Developers in respect of any item of work in the said premises which may be alleged not to have been carried out or completed and it is agreed that all such claims of the Flat Holder against the Developers shall be deemed to have been waived and/or given up by the Flat Holder.
- b. The Developers shall confirm the final carpet area that has been allotted to the Flat Holder after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developers in the event of any change in the carpet area. If there is any reduction in the carpet area within the defined limit then Developers shall refund the excess money if paid by Flat Holder within forty-five days. If there is any increase in the carpet area allotted to Flat Holder, the Flat Holder will on demand pay the excess money in respect of the additional area to the Developers.
8. It is also made clear by the Developers that if the Developers has made any tie ups with any financial institutions for the purpose of housing loan and the Flat Holder avails the loan from the said financial institution the Flat Holder shall irrevocably consents to take the disbursement of his/her/their loan according to terms set out as per the said tie-up.

9. Commencing a week after notice is given by the Developers to the Flat Holder that the premises are ready for use and occupation, the Flat Holder shall be liable to bear and pay the proportionate share of outgoings in respect of the said land and building namely local taxes, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary of and incidental to the management and maintenance of the said land and building including the charges payable to the Facility Management Agency [FMC] as is/if proposed to be appointed by the Developers for the maintenance of the Building and Common Areas. Until the Society is formed and the said land and building transferred to it, the Flat Holder shall pay to the Developers such proportionate share of outgoings as may be determined by the Developers. The Flat Holder further agree that till the Flat Holder's share is so determined the Flat Holder shall pay to the Developers provisional monthly contribution of **Rs. _____/-** per month towards the outgoings. The Flat Holder undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reasons whatsoever. At the time of being placed in possession the Flat Holder will deposit with the Developers 12 months advance outgoings on the basis of the tentative outgoings amounts as would be conveyed to the Flat Holder by the Developers. The Flat Holder and/or their proposed Society will not require the Developers to contribute proportionate share of the maintenance charges of the premises with or without garage/parking and other areas attached thereto which are to be constructed or which are not sold and disposed off by the Developers. The Developers will pay only the Municipal Assessments in respect thereof, however if permissible in law will also be entitled to the refund of the Municipal Taxes on account of the vacancy of the unsold premises.
10. The Flat Holder agrees and binds himself on or before the delivery of the possession of the said premises, to pay to the Developers the following amount:
- (a) **Rs.15,000/-** for legal charges;

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- (b) **Rs.6,00/-** for share money, application entrance fees of the society;
 - (c) **Rs.15,000/-** for formation and registration of the society;
 - (d) **Rs._____/-** being approximately 12 months provisional outgoings for the payment of proportionate share of provisional maintenance, charges, outgoings, which will include Municipal and other taxes and charges of water bills, common electric bill and FMC charges etc.;
 - (e) The Flat Holder agree to pay to the Developers , a sum of **Rs.25,000/-** on account and towards the amount of the expenses and deposit payable to the Municipal Corporation as Water Meter Deposit and Electricity supply company for the Electric Meter to be installed on the said Flat/Terrace or covered parking space of the Flat Holder.
11. The Flat Holder shall not use the said premises or any part thereof or permit the same to be used for purpose other than residence/commercial. He shall not use the parking space if allotted to the Flat Holder as an additional amenity for the purposes other than for keeping or parking the Flat Holder's own motor car. The Flat Holder is fully aware that the parking if allotted to the Flat Holder will be subject to the rules and regulations as may be framed by the Co-operative Housing Society or Association of Flat Purchasers and the Flat Holder agrees to abide with the same.
12. The Flat Holder shall not store in the said premises any goods which are hazardous, combustible or dangerous in nature or so heavy as to damage the construction or structure of the Building or are objected to by the concerned local or other authorities, and shall not carry or cause to be carried heavy packages to the upper floors which are likely to damage the staircases, common passages or any other structure of the Building including entrances of the premises and the Flat Holder shall be liable for the consequences of breach of this clause.
13. a. The Developers hereby represents to the Flat Holder as follows:
- i) In terms of and as set out in the title report annexed to this agreement the Developers are well and sufficiently entitled to

carry out development upon the said land and also has actual physical and legal possession of the said property.

- ii) The Developers have lawful rights and requisite approvals from the competent Authorities to carry out development of the said property and shall obtain requisite and further approvals from time to time to complete the development of the said property and to avail of the entire development potential thereof in terms of the Development Control Regulations;
- iii) There are no encumbrances upon the said land save and except those as may be disclosed in the title report;
- iv) There are no litigations pending before any Court of law with respect to the said land which restrain the development of the property or the making of this Agreement save and except those disclosed in the tile report;
- v) All approvals, licenses and permits issued by the competent authorities with respect to the said building/wing under construction are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said land and said building/wing and the further buildings is to be constructed shall be obtained from the Planning Authority in accordance with law;
- vi) The Developers has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Flat Holder created herein, may prejudicially be affected;
- vii) The Developers has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said property and the said premises which will, in any manner, affect the rights of Flat Holder under this Agreement;
- viii) The Developers has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent

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Authorities till the offering of possession of the new premises to the Flat Holder;

- ix) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Developers in respect of the said land except those disclosed in the title report.
 - b. The Flat Holder have prior to the execution of this Agreement satisfied himself/ herself/itself/ themselves about the title of the Developers to the said land described in the First Schedule hereunder written and have absolutely accepted the same.
 - c. The Flat Holder has also prior hereto satisfied themselves of the F.S.I. available and presently consumed on the said land described in the First Schedule hereunder written, having inspected the sanctioned building plans. The Flat Holder are informed and are aware that the Developers will be utilizing further FSI as would be available and sanctioned by the Planning Authority from time to time under various provisions of the Development Control Rules as may be modified and amended from time to time and the Flat Holder aware of the same and as disclosed in the manner herein contained records that he/she/it/they have no grievance in respect thereof of any notice whatsoever.
14. The Flat Holder shall from the date of possession, maintain the said premises at his/her/their/its own costs in good and tenantable repairs and shall not do or suffer to be done anything in or to the said premises the staircases and/or common passages which may be against the rules and/or regulations and/or bye-laws, rules or regulations of the Municipality, or local bodies or any other authority nor shall the Flat Holder change, alter or make additions and/or alterations in or to the buildings or any part thereof or change the user thereof. The Flat Holder shall be responsible for violation or breach of this provision and hereby agrees to save harmless, indemnify and keep indemnified the Developers as well as such Co-operative Society against any action and liability of any nature whatsoever on account of any such breach, defaults, commission or omission on the part of the Flat Holder.

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15. The Developers shall be at liberty to sell, assign, transfer, convey or otherwise deal with their right, title or interest in the said property and/or in the building to be constructed thereon and mortgage the same provided it does not in any way affect or prejudice the area of the Flat Holder in respect of the said premises and provided the mortgage if averted is released to the extent of the Flat Holder's premises at the time of handing over possession thereof. The Developers shall not hereafter mortgage or create any charge on the said premises agreed to be acquired by the Flat Holder.
- 16(a). The Flat Holder shall permit the Developers and their servants and agents with or without workmen and others at all reasonable times to enter into and upon the said premises or any part thereof to view and examine the state and condition thereof and the Flat Holder shall make good within three months, of the giving of a notice, all defects, decays and wants of repairs of which such notice in writing shall be given by the Developers to the Flat Holder. The Flat Holder shall also permit the Developers and their servants and agents with or without workmen and others at all reasonable times to enter into and upon the said premises for the purposes of repairing any part of the building and for the purpose of making repairs, maintaining, rebuilding, clearing, lighting and keeping in order and condition all services, drains, pipes, cables, water courses, gutter, wires, party wall, structures or other conveniences belonging to or serving or used for the said building also for the purpose of laying, maintaining, repairing and reinstating drainage and water pipes and electric wires and cables and for similar purposes.
- 16(b). If within a period of 3 (three) years from the possession date mentioned in the Possession Notice the Allottee/s brings to the notice of the Promoter any structural defect in the said Premises or the Real Estate Project or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect (at actuals) in the manner as provided under the RERA. It is clarified that the Promoter shall not be liable for any such defects if the same

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have been caused by reason of the willful default and/or negligence of the Allottee/s and/or any other allottees in the Real Estate Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee/s and/or any other allottee/person in the Real Estate Project.

17. It is clearly understood and agreed by and between the parties hereto that the Developers shall have the unqualified and unfettered right to allot on Ownership basis or otherwise to any one of their choice the terrace above the top floor of the said building subject to the necessary means of access to be permitted so as to reach the water tanks of the building. The Flat Holder of such terrace shall be entitled to make use of the same for all legitimate purposes whatsoever.

IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the terrace space if any, in front of or adjacent to any of the Flats of the said Building "Fuego" shall belong exclusively to such Flat Holder and such terrace spaces are intended for the exclusive use of the said terrace Flat Holder.

18. The Flat Holder shall permit the Developers and their surveyors and agents, with or without workmen and other, at all reasonable times to enter into and upon the said land and premises or any part thereof to view and examine the state and condition thereof.
19. The Developers shall have first lien and charge on the said premises agreed to be acquired by the Flat Holder in respect of any amount payable by the Flat Holder under the terms and conditions of this Agreement.
20. If at any time after entering into this Agreement the floor space index is increased by the Government or the Municipal Corporation or any other public Body or authority or T.D.R. F.S.I. is permitted to be consumed on the said property and as a result thereof the Developers become entitled to avail of the said increase and construct additional floors, and/or additional structures on the said property or if otherwise the Developers become entitled to construct additional floors, areas, or additional structures on the said property by paying of premium or otherwise howsoever the Developers shall

be entitled to do so and shall be entitled to sell the additional floors, areas or such additional structures to be constructed by them on the said property to the prospective Flat Holders thereof even if the conveyance has in the meantime been executed in favour of such Co-operative Society and that such prospective purchasers of the other premises shall have right to and that they shall also be admitted as the members of such a Co-operative Society that may be formed of all the Developers of other premises in the said building and/or on the said property.

21. (a) The Flat Holder hereby covenant, agree and undertake to sign such consent letters and other papers as may be required by the Developers from time to time for availing of the benefit of construction of the additional floors area and/or structures as per the rules and regulations of the local authority;
 - (b) The Flat Holder shall from time to time sign all applications, papers and documents, and do all such acts, deeds, matters and things as the Developers and/or the society may require for safeguarding the interest of the Developers and/or the Flat Holders and the other purchasers of the said premises in the said building.
22. The BEST, Reliance Energy or TATA Power Limited or any other local body or authority requires a sub- station to be put on the stipulated property, the costs, charges and expenses of the land and structure thereof shall be borne and paid by all the purchasers of the premises in the said building including the Flat Holder herein in proportion with the area of their respective premises.
23. The Flat Holder hereby agree and bind themselves to pay to the Developers or to the said Society when formed, as the case may be, such amounts as may be required to be paid in respect of the Society Office Charges, Garden, Cable Charges, development charges and similar other disbursements as and when demanded by the Developers and the same shall be paid by all the Purchaser of the flats.
24. (a) The Flat Holder hereby agrees and binds himself to pay to the Developers or to the said Society when formed, as the case may be, such amounts as non-interest bearing deposit or otherwise as may be required to be paid in respect of

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Purchaser/s

Electricity meter deposit, water meter charges, Gas Meter deposits and similar other deposits/disbursements as and when demanded by the Developers and the same shall be borne and paid by all the Purchasers of the flats in proportion to the area of respective flats;

- (b) The Flat Holder agrees to pay to the Developers within 7 days on demand the Flat Holder's Share of such deposit;
 - (c) The Development and/or betterment charges or other levy by the concerned local authority, Government and/or any other public authority in respect of the said property and/or buildings along with all the purchasers of flats in the Building in proportion to the floor area of their respective premises.
 - (d) Any default in making payment of the amounts due under (a) to (c) above will be deemed to be a default and breach of this Agreement on the part of the Flat Holder and will result in the termination of this Agreement and forfeiture of the moneys paid under these presents.
25. The Developers or any person or persons nominated by the Developers or the party/s to whom the rights concerned under this clause are assigned shall have an absolute right to make additions, put up additional structures as may be permitted by the Municipal Corporation and other competent Authority and such additions, alterations and structures will be the sole property of the Developers or their nominee or nominees as the case may be who will be entitled to dispose off the same in any way they choose and the Flat Holder hereby consents to the same. The Developers and/or their nominee or assigns shall be entitled to display advertisements or hoardings or sign boards or neon signs on any portion of the compound comprised in the said premises including the terrace walls, parapet walls dead wall and compound walls and shall be exclusively entitled to the income that may be derived by display of the said advertisements or hoardings at all times hereafter. The Developers and/or their nominees or assigns shall also be entitled to install V-Sat Antenna and Broadcasting and Communication Towers on the Terrace of the buildings and to appropriate the entire income or consideration in respect thereof for themselves. The Agreement with the Flat Holder in the said building shall be subject to the aforesaid rights of the Developers or their nominee or

nominees or assignees and the Flat Holder shall not be entitled to raise any objection or to any reduction in the price of the flat/garages agreed to be acquired by him/her/them/itself and/or compensation or damages on the ground of inconvenience or any other ground whatsoever AND IT IS HEREBY AGREED that the Developers shall be entitled to nominate any other person or persons to obtain the benefit of the rights and interest conferred by this clause or to assign such benefits, rights and interest in favour of other persons. Such nominee or assignee shall be admitted as member/s of the said Co-operative Society, to whom the said Building will be transferred in pursuance of the provisions hereinafter contained provided further that neither of the Flat Holders or the Society, shall be entitled to charge the Developers and/or its nominee or assignees any amount by way of maintenance or otherwise in respect of the rights and benefits conferred upon them by this clause.

26. (i) The Developers hereby declare that they are presently constructing the proposed building as per the floor space index available in respect of the said property and if, however, there is any increase in floor space index available in respect of the said property or in the event of the Developers proposing to avail of any additional FSI as may be permitted to be consumed by availing of any other provisions of the Development Control Regulation, the Developers alone shall be entitled to utilize such additional floor space index by constructing additional floor/s on the said building as may be approved by the local authority or Government of Maharashtra or other competent authority. The residual F.S.I. if any, in the said property available but not sanctioned will be available to the Developers even after the registration of the society as well as the transfer of the said property and building and the Developers will be entitled to utilize the same by constructing on the said property. The Purchaser/s agree/s and undertake/s to permit and give the Developers all facilities for making any additions, alterations or to put up any additional structures or floors, on the said property even after the said society or limited company is formed and registered to enable the entire FSI and or other benefit being utilised by the Developers on the said property. The Flat Holders /Purchaser will

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not be entitled to any rebate and/or charge for alteration and additions made in the said Building.

ii) It is hereby expressly clarified, agreed and understood between the parties hereto that:

- a) The Developers are entitled to use the available FSI and T.D.R., for construction of the building/s on the said Entire Property.
- b) The entire unconsumed and residual F.S.I. and T.D.R., if any in respect of the said building to be constructed on the said building on the said Property and the entire increased, additional and extra F.S.I. which may be available at any time hereafter in respect thereof for any reason whatsoever including because of change in the status, D. P. Plan, Rules, Regulations and bye-laws governing the FSI as also the F.S.I. which may be available as aforesaid on any account or due to any reason whatsoever, including on account of handing over to the Government or the Municipality any set back area, and/or due to any change in law, rules or regulations, shall absolutely and exclusively belong to and be available to Developers and neither the Flat Holder herein, nor the Organization of Flat Holders shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity;
- c) The Developers, shall have the full right, absolute authority and unfettered discretion to use, utilize and consume the aforesaid FSI and TDR respectively for constructing any new and additional structures and floors thereon, and/or otherwise howsoever, as the Developers may desire and deem fit and proper and as may be legally permitted, whether now or at any time in future. It is expressly agreed that in case of vertical expansion of the said building by way of additional floor/s, the Developers shall be entitled to shift the water tank/s, dish antenna/s, relay station for cellular and satellite communications etc., either over and above such additional floors and/ or extension or such other place/s as the Developers may deem fit and proper. In the event of separate

Buildings to be constructed in the property the Developers shall be entitled to shift and relocate the compulsory open space, recreation grounds etc. and the Flat Holder does hereby irrevocably authorize the Developers in that regard and agrees not object to any modification and amendments to the layout plans as may be required by Developers to consume the additional FSI/TDR on the said property.

- d) All such new and additional tenements, units, premises buildings and structures shall absolutely and exclusively belong to the Developers , and neither the Flat Holder herein, nor the Common Organization of Flat Holders shall have or claim any rights, title, benefits or interests whatsoever in respect thereof, and the Developers shall be entitled to deal with, sell, let or otherwise dispose of and transfer the same in any manner, to any person/party of its choice, for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, and neither the Flat Holder nor the Common Organization shall raise any dispute or objection thereto and the Flat Holder hereby grants his/her/their irrevocable consent to the same;
 - e) The Common Organization of Flat Holder shall admit as its members all Purchaser/'s of such new and additional units/premises/ tenements whenever constructed on the said building.
 - f) The Developers shall be entitled to grant any Right of Way or license of any right through, over or under the said property to any person or party including occupant, Purchaser/s or person entitled to any area or areas in any building(s) which may be construction by the Developers on the said property or any other adjoining property or properties to the said property or to any other person as the Developers may desire or deem fit.
27. It is further agreed by the Flat Holder that they shall not at any time either at the time of carrying out the interior works or otherwise make any changes in the facade elements or elements supporting facade, that the window above the ledge should be retained to avoid leakage in side of the said Premises and that the gap between the ledge and structural glazing should not be closed and that there

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Purchaser/s

should not be any change in this regard, there should not be any tampering for the existing services like plumbing, electrical, etc in the service duct areas, there should not be any tampering to any R.C.C. members like columns, beams, slabs, etc., there should not be any tampering of the smoke seal, no work is allowed in the Electrical or Plumbing duct under any circumstances and breach of the same will result in termination of this Agreement. The Flat Holder shall only cover the windows with safety grills in the manner, specification and design as suggested by the Developers and as per the sample already placed on the site. The Flat Holder will not make any changes in the common areas of the Building and any such act will constitute a breach of this Agreement.

28. The Flat Holder shall at his own costs carry out all internal repairs of the said premises and maintain it in the same condition, state and order in which it was delivered to the Flat Holder and shall not do or suffer to be done anything in or to the said premises which may be against any rules, regulations and bye-laws of the concerned local authority or other public authorities and the Flat Holder shall be responsible to the concerned Local Authorities and/or the other public authorities for anything so done in connection with the said Building and/or the said premises and shall be liable for the consequences thereof.
29. The Flat Holder shall not do or permit to be done any act, deed, matter or thing which may render void or voidable any insurance of the building in which the said premises are situated or cause any increased premium to be payable in respect thereof. The Flat Holder shall not decorate the exterior of his/her/its/their flat otherwise than in the manner agreed to with the Developers or in the manner as far as may be in which the same was previously decorated.
30. The Flat Holder shall not throw dirt, rubbish, rags or refuse or otherwise permit the same to be thrown in any portion of the Building or the compound in which the said premises are situated.
31. (a) 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 or of the said plot and building or any part thereof.

The Flat Holder shall have no claim save and except in respect of the premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, stair cases, terraces, recreation spaces, etc. will remain the property of the Developers. It is agreed that the Flat Holder will have no objection if the Developers decide to allot any portion under the stilt to the persons not being the Purchasers of the premises in the said building. The Flat Holder and the Proposed Society shall admit the said Purchaser as their nominal members. The Flat Holder will not take any objection if the Prospective purchaser enclose or cover their respective portion under the stilt subject to necessary permission from Municipal Corporation or other concerned authorities;

- (b) Nothing contained in these presents shall be construed to confer upon the Flat Holder any right, title or interest of any kind whatsoever into or over the said buildings or Development land or any part thereof or any part of the said property and such conferment shall take place only on the execution of the Deed of Lease /Conveyance hereinafter mentioned in favor of the co-operative Society of the Flat Holder/Purchaser of different flats/garages/ parking spaces in the building as hereinafter stated;
- (c) The parking space if reserved for the Flat Holder will be subject to the rules and regulations as may be framed by the Co-operative Society of Flat Holder and the Flat Holder will be required to abide with all such rules, regulations and directions as may be imposed by the Co-operative society of Flat Holder.
- (d) The Flat Holder is also aware that the Developers have already allotted to some other Purchaser/s as and by way of an additional amenity the exclusive right to park vehicles / cars in the open space passed for parking vehicles, podium, stilt and parking floor areas shown in the plan hereto. A list of such exclusive rights which has already been given to the Flat Holder and the Flat Holder herein hereby unconditionally accepts and confirms the same and agrees not to oppose the grant of such exclusive rights to park at any time hereafter and specifically agrees to vote in favour of creation of such exclusive rights if at any stage any voting takes place on a resolution passed in this regard at any meeting at the time or after the formation of the society or other body in the meeting of the society or otherwise, whether General Body Meeting or of any Managing

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Purchaser/s

Committee in respect thereof or otherwise in any manner whatsoever including by circular resolution. These exclusive rights to park vehicles / car as aforesaid are both inheritable and transferable and will stand attached to the said premises the same being an amenity and the same shall not be transferred by the Flat Holder otherwise than with the transfer of the said premises or to such other member or holder of premises in the building which thereupon will be treated as an amenity attached to the Transferee's premises. The Flat Holder agrees and undertakes to support any further exclusive rights to park that may be created by the Developers herein in favour of the Purchaser/s of Flats which may be hereinafter made without any objection whatsoever and also agrees and undertakes not to object to and to specifically vote in favour of such exclusive rights in any resolutions that may be put up for passing in the General Body Meetings or Managing Committee Meeting of the society or other body in the meeting of the society or otherwise in any other meeting. The Flat Holder is aware that specifically relying on the aforesaid assurances and undertakings, the Flat Holder is specifically granted exclusive rights to park as and by way of an additional amenity as stated herein. The Agreement shall be treated as an irrevocable consent to the Developers granting such exclusive rights to flat purchasers. Agreed further that the irrevocable consent given herein shall be treated as an affirmative vote of the Flat Holder and the Flat Holder would be deemed to have assented to any resolution put up by the society or Managing Committee or body referred to hereinabove.

32. The Flat Holder agrees not to transfer, assign, or part with his/her interest in the said premises until the payment of the entire purchase consideration hereunder and after obtaining the prior written consent of the Developers.
33. The Flat Holder and person to whom the said premises are let, sub-let, transferred, assigned or given possession of, shall from time to time sign all applications, papers and documents and do all acts, deeds and things as the Developers and/or the Co-operative Society as the case may be, require for safeguarding the interests of the Developers and/or of the other purchasers of the premises in the building, in keeping with the provisions of the Agreements.

34. The Flat Holder and the persons to whom the said premises are sub-let, let, transferred, assigned or given possession of shall duly and faithfully abide by, observe and perform all the rules, bye-laws and regulations which the Co- operative Housing Society at the time of registration may adopt, and the additions, alterations or amendments thereof for the protection and maintenance of the said building the said premises and other portions therein and for the observance and carrying out of the Building rules and regulations and the bye-laws for the time being of the Municipality and to the local authorities and of the Government and other public Bodies. The Flat Holder and the person to whom the said premises are let, transferred, assigned or given possession of, shall duly and faithfully abide by, observe and perform all the stipulations and conditions laid down by such co-operative society regarding the occupation and use of the Building and/or the premises therein and shall pay and contribute regularly and punctually towards the taxes, expenses and the other outgoings under any head and of any nature whatsoever in accordance with the terms of this Agreement.
35. (a) The Flat Holder hereby agree and undertake to become and be a member of the Co- operative Society or Association to be formed in the manner herein appearing and also from time to time to sign and execute the application for registration and for membership and other papers and documents necessary for the formation, and the Registration of the Co-operative Society and for becoming a member including the bye-laws of the proposed Co-operative Society within 4 (four) days of the same being forwarded by the Developers to the Flat Holder and no objection shall be taken by the Flat Holder, if any changes or alterations or amendments or modification are made in the draft bye-laws as may be required by the Registrar of the Co-operative Societies or any other Competent Authority or by the Developers . The Flat Holder shall be bound from time to time to sign all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time for safeguarding the interest of the Developers and/or the other Flat Holders of the said other premises in the said Building or in the said compound;

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Purchaser/s

- (b) No objection shall be taken by the Flat Holder, if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative societies or any other Competent Authority;
 - (c) That the Society shall always be known as "Rahat Castle" CO-OPERATIVE HOUSING SOCIETY" if so approved by Registrar of Co-operative Societies or such other name as may be approved by the Developers and the name of the Co-operative Society or Limited Company or Condominium of Apartments to be formed shall bear the said name and this name shall not be changed without the written permission of the Developers;
36. The Flat Holder hereby covenants that from the date of possession he/she shall keep the said premises the walls and partition walls, sewers, drains, pipes and appurtenances thereto belonging to him/her in good condition and tenantable repair and conditions and protect the parts of the building other than his/her/its/their premises and shall abide by all bye-laws, rules and regulations of the Government, Municipal Corporation, Electric Supply Company and/or any other authorities and local bodies and shall attend, answer and be responsible for all actions for violations of any such conditions or rules or bye-laws.
37. The Flat Holder along with the other Flat Holders who take or have taken the other premises in the said building being constructed by the Developers in the said property shall become member of a Co-operative Society to be incorporated or formed by the Developers as the case may be and on the Deed of Lease or Conveyance or such other Assurance being executed in respect of the said property, the rights of the said Flat Holder will be recognized and regulated, by the provisions of the said Co-operative Society and the rules and regulations formed by the said Society, but subject to the terms of this Agreement. The Flat Holder is aware that once more than 51% of Flat/premises in the buildings are sold and the entire consideration in respect thereof received by the Developers, the Flat Holder will be required to subscribe to the Society and/or such other Association of Flat Holders as may be proposed to be formed and for the said purpose will fully co-operate with the Developers and

execute all forms, declarations, applications and documents as may be required in the matter.

38. On the completion of the said building and other structure and the entire Development of the said property described in the First Schedule hereunder written including with that of any other adjoining properties as may have been amalgamated and merged with the said property and on receipt of by the Developers of the full payment of all the amounts due to them by all the Flat Holders of the said premises in the said Building and other structures (if permitted) and after the receipt of the Occupation Certificate of all the Buildings, the Flat Holders shall co-operate with the Developers in forming and registering a Co-operative Housing Society, (in the event of such Society or Association, not till then having been termed) the rights of members of such Co-operative Society being subject to the rights of the Developers under this Agreement and the Deed of Lease or Conveyance or such other Assurance in respect of the said property and as may be decided by the Developers to be executed in pursuance thereof. When the Co-operative Society is registered and all the amount due and payable to the Developers are paid in full as aforesaid and the development of the said property is completed in all respects including the issue of the Building Completion Certificate, the Developers shall within three months thereafter either execute a Deed of Lease and other necessary assurances of the said building with land appurtenant thereto being the said property described in the First Schedule hereunder written in favor of the Co-operative Society along with a suitable provision for user of the internal roads as a means of access to the Development land it being agreed that such Deed of Lease and the other necessary assurances shall be in keeping with the terms and provisions of this Agreement. The Developers shall alone decide whether Deed of Lease or a Deed of Conveyance in respect of the said property or portion thereof being the building and appurtenant land will be executed in favour of the Co-operative Society and as to how and in what manner the infrastructure including the common utility areas are to be used by the various Flat Purchasers/Flat Holders and members of the Ultimate Body or Organization.

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39. In the event of the Co-operative Society being formed and registered before the sale and disposal by the Developers of all the premises in such building and in the compound, the powers and authority of the Co-operative society so formed or of the Flat Holder and the Flat Holders of the premises shall be subject to the overall authority and control of the Developers in respect of any of the matters concerning the said building, the construction and completion thereof and of all amenities pertaining to the same and in particular the Developers shall have absolute authority and control as regards the unsold premises and the disposal thereof. The Developers of the said unsold premises will also be entitled for membership of the Society on payment of the entrance fee and share subscription fee and the Society shall not be entitled to levy any premium or transfer charge while admitting the said Developers as members. The Society shall also not be entitled to seek any contribution from the Developers towards maintenance charges in respect of the unsold Flat and premises in the event of the Developers handing over management of the Building to the Society prior to sale of all the premises.
40. (a) The Stamp Duty and Registration Charges and all other out of pocket expenses of and incidental to this agreement shall be borne and paid by Flat Holder alone and this Agreement shall be lodged for Registration by the Flat Holder within the time prescribed under law and the Developers will attend the Sub-Registry Office and admit the execution thereof after the Flat Holder informs them the date and Serial Number under which it is lodged for registration. If the Flat Holder fail/s to lodge this Agreement for Registration within the time prescribed by law, the Developers shall not be responsible for the same or for any consequences arising from non- registration of the Agreement for any reason whatsoever. The Flat Holder shall also be liable to bear and pay the proportionate stamp duty and registration charges that may be payable on the said Deed of Lease/Conveyance as the case may be. The Flat Holder will deposit with the Developers the necessary amount for the purpose whenever demanded and in any event before he/she/it/they is/are put in possession of the said premises;
- (b) The Flat Holder hereby agree to pay on demand the Flat Holder's Share of Stamp Duty and Registration Charges, Payable, if any, by the said Society on the Assignment or any other document

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or instrument of transfer in respect of the said Real Estate Project land and buildings to be executed in favor of the Society.

41. In the event of the Society of Flat Holders being formed and registered before the Sale and disposal by the Developers all the flats, garages, parking spaces, shops in the said building, the power and authority of the Society shall be subject to the overall control and authority of the Developers in respect of any of the matter concerning the said property and/or the said building, the construction and completion thereof and all the amenities appertaining to the same and in particular the Developers shall have absolute authority and control as regards the unsold flats, terrace, parking spaces (Open or Covered) and any other premises and the disposal thereof and the consideration for which the same shall be disposed off. It is further agreed that the Developers of the said unsold premises shall be admitted as members of the Society without levy of any premium or transfer fee. The Society in such event will only be entitled to levy share subscription amounts and membership application fee.

42. All letters, receipts and/or notices issued by the Developers dispatched under Certificate of Posting to the address known to them of the Flat Holder shall be sufficient proof of the receipt of the same by the Flat Holder and shall completely and effectually discharge the Developers. In the event of Joint Flat Holder or Purchasers the communication addressed to the Flat Holder/Purchaser whose name appears first shall for all intents and purposes be considered as properly sent to the Flat Holders/Purchasers.

43. The Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act, 1963 and Maharashtra Ownership Flat Rules, 1964 or any modification, amendments or re-enactments thereof for the time being in force or the Maharashtra Apartment Ownership Act, 1971 whichever may be adopted by the Developers and the provisions of the Real Estate (Regulation and Development Act, 2016) or any modification, amendments or re-enactments thereof for the time being in force any other provisions of laws applicable thereto.

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44. Any delay tolerated or indulgence shown by the Developers in enforcing the terms and conditions of this Agreement or any forbearance or of giving of time to the Flat Holder by the Developers shall not be construed as waiver on the part of the Developers of any breach of or non- observance or compliance of any of the terms and conditions of this Agreement by the Flat Holder nor shall the same in any manner prejudice the rights of the Developers .
45. (i) Any tax as a sale or otherwise in whatever form either as a whole or in part or any inputs or labour or material or equipment used or supplied in execution of or in connection with this transaction including tax/charges/G.S.T etc. shall be payable by the Flat Holder alongwith payment of each installment and/or on demand and the Developers shall not be held liable or responsible in respect of nonpayment thereof. In the event of onus and responsibility being cast upon the Developers to pay any such tax or charge or G.S.T including as may be levied on the labour charges it shall be the obligation of the Flat Holder to pay the same to the Developers who shall thereafter pay the same to the Concerned Authority. The Developers, agree to pay such Tax, charges and/or G.S.T. as may be payable and levied by the Concerned Authorities. The Flat Holder shall forthwith on demand pay to the Developers the amounts payable by the Flat Holder in Order to enable the Developers to pay the same to the Concerned Authorities and any other or further amounts payable by the Flat Holder and the Flat Holder shall pay the same without any protest and there shall be a charge on the said premises for such unpaid amounts (without prejudice to any other rights that may be available to the Developers). Failure to pay to the Developers the Tax/charges/GST applicable shall be deemed to be a default in payment of amount due under this Agreement. The Flat Holder hereby indemnifies and agrees to keep the Developers indemnified for all times against any loss or damage or penalty or prosecution that may be occasioned to the Developers on account of the Flat Holder failing to pay to the Developers on demand the amount payable by the Flat Holder towards the said taxes as provided hereinabove.
- (ii) In the event of the Flat Holder being required to deduct any TDS in respect of the payment of the Purchase consideration under

this Agreement under the Income Tax Provisions as may be applicable, the Flat Holder on deduction will promptly pay the same in the Income Tax Treasury and will within 15 days therefrom furnish to the Developers the requisite Tax Deduction Certificate failing which the same will be treated as a breach of this Agreement and result in the consequences thereof.

46. All prevailing costs, charges and expenses including stamp duty and registration Charges of this agreement shall be borne and paid by the Flat Holder alone. The Flat Holder is an Investor as defined under Article-5 (g-a) (ii). In the event of assignment/transfer of the said flat within the stipulated period the Flat Holder as an Investor will be entitled to adjust the stamp duty as provided in the said article.
47. The Flat Holder hereby declare that he/she/it they has/have gone through alongwith his Advocates and/or Legal Advisor the Agreement and all the documents related to the said Premises purchased by him/her/them and has expressly understood the contents, terms and conditions of the same and the Developers after being fully satisfied with the contents has entered into this agreement.
48. All the disputes between the parties hereto shall be adjudicated by the court in Mumbai alone.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO:

(Description of Property)

ALL THAT piece and parcel of land or ground situated lying and being at Mahim Custom Road, Mahim, Mumbai - 400 016, in the registration district and sub-district of Mumbai City containing by admeasuring 802 Sq. yards equivalent to 670.57 sq. mtrs on the plot bearing C.S. No. 1363 of Mahim Division and assessed by the Municipal Corporation of Mumbai under 'G-North' Ward No. 5316 and street No. 56, within the limits of Municipal Corporation of Greater Mumbai;

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THE SECOND SCHEDULE ABOVE REFERRED TO

Flat No. 603, on the **6th Floor**, admeasuring about **550 sq.ft Carpet area** including enclosed balcony, flowerbed and niche area in the Building known as **“RAHAT CASTLE”**, situated at **1D Fort Road, Rahat Castle Opp. Mahim Police Station, Mahim, Mumbai 400016**, on the properties described in the First Schedule written hereinabove.

THE THIRD SCHEDULE ABOVE REFERRED TO:
(Common and Limited Common Areas)

The nature, extent and description of the “Common areas and facilities” and of the “Limited Common Areas and Facilities” shall be as under:

- (a) Common Areas and Facilities:
- (i) Entrance lobby and foyer of the Building to the Purchasers of Flats.
 - (ii) Compound of the Building, i.e., the open space area (out of the said land described in the First Schedule hereunder written) appurtenant to the built-up area of the building; but excluding the car parking space in the compound irrevocably reserved and allotted/ to be allotted to the respective Flat Holder.
 - (iii) Overhead Terrace of the building save and except such Terrace area as may be exclusively allotted and reserved for any Flat Holders.
 - (iv) Stair cases only as a means of ingress and egress to the respective flats.
- (b) Limited Common Area and Facilities:
- (i) Staircase landing and passage on each floor shall be for common user of only Flat Holders on the particular floor.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(Specifications and Amenities)

1. Marble/ Vitrified tiles flooring in entire flat.
2. Kitchen will have a granite platform with stainless steel sink.

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3. Designer bathrooms with counter top wash basin and ceramic dado up to full height.
4. Superior quality sanitary fixtures and concealed plumbing.
5. Heavys Guage aluminium sliding windows.
6. Good quality electrical fittings, concealed copper wiring with adequate light and power points.
7. TV, Telephone and Computer point in every flat.
8. Quality flush doors with elegant fittings.
9. Excellent construction with structural safety against earthquake up to Zone III.
10. Spacious well-decorated lift lobbies on all floors.
11. Impressive entrance hall with security counter and intercom system.
12. Fire protection system with sprinklers and smoke detectors an designed area.

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

SIGNED AND DELIVERED)
 by the withinnamed – **“DEVELOPER”**)

MR. FARID HUSEIN AHMED SOLANKI)
 In the presence of)
 1.

2.
 SIGNED AND DELIVERED)
 by the withinnamed **“FLAT HOLDER’s/
 PURCHASER’s”**)

Mr. Sohansingh Jhabarsingh Rawat)
 in the presence of ...)

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 Sign

Purchaser/s

1.

2.

R E C E I P T

NOT RECEIVED on/or before execution hereof and from the within named PURCHASER/S a sum of of **Rs. 2,47,50,000/-** (Rupees. **Two Crore Forty-Seven Lakhs Fifty Thousand only**) being the Full and Final payment of the Total agreed Sale Consideration as mentioned herein above and paid to me by following ways.: -

Sr. No.	Date	Cheque No.	Ref ID	Branch	Amount
1					
2					
3					
4					
TOTAL Rupees, <u>Two Crore Forty-Seven Lakhs Fifty Thousand only</u>					Rs. 2,47,50,000/-

**Subject to realization of cheques.

WITNESSES:-

1.

2.

This _____ Day of _____, 2023

B E T W E E N

Owners / Developers Sign

Purchaser/s Sign

**MR. FARID HUSEIN AHMED
SOLANKI**

A N D

**Mr. Sohansingh Jhabarsingh
Rawat**

AGREEMENT FOR SALE

**Owners / Developers Sign
Sign**

Purchaser/s