

AGREEMENT FOR SALE

THIS AGREEMENT made at Thane on this ___day of _____, in the year 2024, BETWEEN **M/S. PATIL DEVELOPERS**, having its PAN No. **AAWFP5323K** a partnership firm, having office at **M/S. PATIL DEVELOPERS, sudama Greens, Khardi Pada, Diva-shil Road, Diva (E) ,Thane - 400612**, hereinafter referred to as "**THEPROMOTERS**" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners or partner of the said firm **M/s. PATIL DEVELOPERS**, the survivors or survivor of them and their respective heirs, executors and administrators) of the **ONE PART**

AND

1. MR.DATTATRAY JANARDHAN NIKAM age 52 having

PAN No.: ADSPN3027D and Aadhar no.: 302950085232

2. MRS.SANGEETA DATTATRAY NIKAM age 42 having

PAN No.: CBSPN0916P and Aadhar no.: 885556880831

having address QTR NO.243, NIA SECTOR CISF UNIT BHEL, BHOPAL, PO GOVINDPURA, DIST.BHOPAL (M.P)-462023

hereinafter referred to as `the **ALLOTTEE/S**' (which expression shall unless be repugnant to the context or meaning thereof be deemed to mean and include in the case of an individual/s his/her/their respective heirs, executors, administrators and permitted assigns and in the case of a Partnership Firm the partners for the time being constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and their/his/her permitted assigns and in the case of a body corporate its successors and assigns) of the **OTHER PART**:

In this agreement, unless the context otherwise implies, the expression defined hereunder shall have the respective meaning assigned to them.

- (i) The singular wherever used shall include plural and vice-versa.
- (ii) The masculine gender used herein shall include feminine and/or neutral gender wherever applicable.

The Project **SUDAMA GREENS** is to be constructed on the two properties i.e. land bearing S. No. 167 Hissa No. 2A admeasuring 5800 Sq. Mtrs and land

bearing S. No. 167 Hissa No. 3 admeasuring 1140 Sq. Mtrs. total land of both the properties is admeasuring 6940 Sq. Mtrs.

The History of Land bearing S No. 167 Hissa No. 2A admeasuring 5800 Sq. Mtrs. is as under:-

The said land was purchased by one Sitya Janya Varcholkar vide deed dt. 15.04.1931. Accordingly mutation entry No. 89 it was mutated in revenue record.

The History of Land bearing S No. 167 Hissa No. 3 admeasuring 1140 Sq. Mtrs. is as under:-

One Chendya Jana Varcholkar was the original owner of the said land. Accordingly form No. 6 the name of Shri. Chendya Jana Varcholkar was recorded in the year 13.09.1952.

The said Chendya Janya Varcholkar died around 1950, leaving behind his brother Shri. Sitya Janya Vaarcholkar. Accordingly mutation Entry No. 541 was mutated in revenue record on 16.01.1957.

Thus said Sitya Janya Varcholkar became the owner of the land bearing S. No. 167 Hissa No. 2A and Land bearing S. No. 167 Hissa No. 3.

Common History of the land bearing S. No. 167 Hissa No. 2A and Land bearing S. No. 167 Hissa No. 3.

The said Sitya Janya Varcholkar @ Burud died in or around 1957 leaving behind the following legal heirs.

1. Shiva Sitya Burud - Son.
2. Bhimabai Sitya Burud - Wife.

Accordingly mutation entry No. 905 was mutated in revenue record on 24.10.1977.

The said Shiva Sitya Burud and Smt. Bhimabai Sitya Burud sold and conveyed the land bearing S. No. 167 Hissa No. 3 to Shri. Gajanan Govind Alimkar vide Sale Deed dt. 11.02.1982. However mutation of the sale deed was not effected in the revenue record in the said year.

The said Shri. Shiva Satya Burud died in the year 1985, leaving behind the following heirs.

- a. Smt. Anubai Shiva Burud. - Wife.

- b. Shri. Baliram Shiva Burud - Son.
- c. Shri. Kachru Shiva Burud - Son
- d. Shri. Somya Shiva Burud - Son.
- e. Shri. Khandu Shiva Burud - Son
- f. Smt. Kantabai Shiva Burud - Daughter
- g. Smt. Minabai Shiva Burud - Daughter.

Accordingly mutation Entry No. 1008, dt. 22.01.1987 was mutated in revenue record.

Shri. Kacharu Shiva Burud died in the year 1987 leaving behind the following legal heirs.

- a. Smt. Shakuntala Kachru Burud - Wife.
- b. Shri. Baliram Kachru Burud - Son.

Accordingly mutation entry was recorded on 28.09.1988.

Vide Mutation Entry No. 1086, the name of Mr. Gajanan Govind Alimkar was recorded in revenue record on 21.12.1988, for the land bearing S. No. 167 Hissa No. 3. Vide Sale Deed dt. 12.02.2001, the said 1. Anubai Shiva Burud,

- 3. Baliram Shiva Burud since deceased through its legal heirs 2A. Smt. Baibai Baliram Burud, 2B. Vikas Baliram Burud, 3. Shri. Somya Shiva Burud, 4. Shri. Khandu Shiva Burud, 5. Smt. Kantabai Ganpat Patil, 6. Smt. Minabai Shiva Burud, 7. Smt. Shakuntala Kacharu Burud, 8. Shri. Balaram Kacharu Burud sold the area admeasuring 800 Sq. Mtrs. from the S. No. 167 Hiss No. 2 to Mr. Arumugum Chinnappan Devendran.

Accordingly mutation entry No. 1323 was mutated in revenue record on 15.12.2003. Accordingly the S. No. 167 is divided in two parts i.e. S. No. 167 Hissa No. 2A admeasuring 5800 Sq. Mtrs. and S. No. 167 Hissa No. 2B admeasuring 800 Sq. Mtrs. came to the share of Mr. Arumugum Chinnappan Devendran.

The owner of S. No. 167 Hissa No. 3 Shri. Gajanan Govind Alimkar died on 09.08.2009 leaving behind the following legal heirs.

- a. Smt. Houshabai Gajanan Alimkar - Wife.
- b. Shri. Ananta Gajanan Alimkar - Son

- c. Shri. Baliram Gajanan Alimkar - Son
- d. Shri. Vasudeo Gajanan Alimkar - Son
- e. Shri. Phulaji Gajanan Alimkar - Son
- f. Smt. Shantabai Kisan Patil - Daughter
- g. Smt. Kamalabai Abhimanyu Patil - Daughter
- h. Smt. Kantabai Tukaram Patil - Daughter
- i. Smt. Gita Gajanan Alimkar - Daughter

Accordingly mutation entry No. 1486 was mutated in revenue record on 16.09.2009.

Smt. Bhimabai Satya Barud had died long back ago i.e. in the year 1964, leaving behind following legal heirs.

- 1. Shri. Shiva Sitya Burud - Son (Since died)
- 1/1 Shri. Baliram Shiva Burud - Grandson (Since died)
- 1/2 Shri. Sonya Shiva Burud - Grandson
- 1/3 Shri. Khandu Shiva Burud - Grandson.
- 1/4 Shri. Kachru Shiva Burud - Granson (Since died)
- 1/5 Smt. Kantabai Shiva Burud - Grandaughter.
- 1/6 Smt. Minabai Shiva Burud - Gradaughter
- 1/7 Smt. Anubai Shiva Burud - Daughter-in-Law

Legal heirs of 1/1 Shri. Baliram Shiva Burud

1/1/1 Shri. Vikas Baliram Burud

1/1/2 Shri. Baibai Baliram Burud

Legal heirs of 1/4 Shri. Kachru Shiva Burud

1/4/1 Smt. Shakuntala Kachru Burud.

1/4/2 Smt. Balaram Kachru Burud.

Accordingly mutation entry No. 1534 was mutated in revenue record on 12.08.2010.

M/S. PATIL DEVELOPERS, then a Proprietary firm of Mr. Sachin Sudam Patil entered into Development Agreement dt. 30.04.2008 with Smt. Anubai Shiva Burud & others for the land bearing S. No. 167 Hissa No. 2A admeasuring 5800 Sq. Mtrs. of Village Dawale, Taluka and District Thane and within the limits of Thane Municipal Corporation.

Smt. Hausabai Gajanan Alimkar and others sold and coveyed the land bearing S. No. 167 Hissa No. 3, admeasuring 1140 Sq. Mtrs. to and in favour of Mr. Sachin Sudam Patil vide Sale Deed dt. 06.12.2010 registered under Sr. No. 8271 of 2010. Accordingly mutation entry No. 1559 was mutated in revenue record and the name of Mr. Sachin Sudam Patil was recorded in revenue record. The 7/12 extract of S. No. 167 Hissa No. 3 was transferred in the name of Mr. Sachin Sudam Patil.

Shri. Sachin Sudam Patil had purchased the said property for the construction activities under the name and style as **M/S. PATIL DEVELOPERS** a Proprietary firm of Mr. Sachin Sudam Patil.

M/S. PATIL DEVELOPERS had put the Development Agreement dt. 30.04.2008 for adjudication vide Adjudication Case No. 1558/2011. The Collector of Stamp directed to deposit the stamp duty of Rs. 2,59,460/- and Penalty of Rs. 2,02,380/- upon the Development Agreement dt. 30.04.2008. The same was paid. M/s. Patil Developers and Smt. Anubai Shiva Burud and others entered into Confirmation Deed dt. 23.08.2011, confirming the Development Agreement dt. 30.04.2008. The said Confirmation Deed was duly registered with the Sub-Registrar at Sr. No. TNN-03-6843-2011 on 24.08.2011, vide receipt No. 7046 dt. 24.08.2011.

In consonance of the Development Agreement dt. 30.04.2008 and Confirmation Deed dt. 23.08.2011, the Smt. Anubai Shiva Burud and others has issued Power of Attorney dt. 24.08.2011 in favour of M/s. Patil Developers, through its Proprietor Shri. Sachin Sudam Patil. The Said Power of Attorney duly authenticated before the Sub-Registrar Thane 3, at Sr. No. 341 dt. 24.04.2011.

The land admeasuring 254.13 Sq.Mtrs. was reserved for 60.00 Mtrs. Road widening purpose by Thane Municipal Corporation. The said land was delivered to the Thane Municipal Corporation from the S. No. 167 Hissa No. 2A vide Declaration dt. 17.08.2013, which is duly registered with the Sub-Registrar at Thane under Sr. No. TNN-05-8448-2013 on 17.08.2013 vide Receipt No. 9152. The Collector of Thane vide his order dt. 08.01.2014 in case No. Rev./K-1/T-1/Village Dawale/NAP/SR-167 of 2013 allowed to use the land bearing S. No.

167 Hissa No. 2A and S. No. 167 Hissa No. 3 totally admeasuring 6940 Sq. Mtrs. for construction as per sanction plan by Thane Municipal Corporation.

M/S. PATIL DEVELOPERS, a Proprietary firm put the plan for construction of buildings on S. No. 167 Hissa No. 2A and S. No. 167 Hissa No. 3. The Thane Municipal Corporation sanctioned the plan for construction of various buildings and issued Commencement Certificate under V. P. No. S.11/0051/12/TMC/TDD/1192/2014, dt. 16.07.2014. The said Commencement Certificate is for Buildings No. A-1 consisting of Stilt + 7 upper floor, Building No. B-1 and B-2 consisting of Stilt + 7 upper floor, and Building No. C-1 consisting for Ground + 2 upper floor for Commercial + 3(Part) floor for Residential. In addition to the abovesaid Buildings, the Commencement Certificate was issued for Club House consisting of Ground floor.

The Thane Municipal Corporation issued the Plinth certificate for Building Nos. A-1, B-1 and B-2 under V.P. No. S-11/0051/12/TMC/TDD/PCC/0454/15, dt. 30.06.2015.

M/s. Patil Developers started the construction of the Building under Project name '**SUDAMA GREENS**'.

On introduction of The Real Estate (Regulation and Development) Act, 2016, M/s. Patil Developers registered their project '**SUDAMA GREENS**' with Maharashtra Real Estate Regulatory Authority under Registration No. P51700010295 on 24.08.2017.

The Construction of the Building Nos. A-1, B-1 and B-2 has been completed and Thane Municipal Corporation issued the Occupation Certificate for the Building A-1, B-1 and B-2 consisting of Stilt + 7 Upper floor, under V. P. No. S.11/0051/12/TMC/TDD/OCC/0454/18 dt. 25.01.2018.

The Project '**SUDAMA GREENS**' was completed by M/s. Patil Developers, a Proprietary firm of Mr. Sachin Sudam Patil. However, after completion of the project '**SUDAMA GREENS**' there was some balance FSI is still available by way of existing FSI and TDR. One multistoried Building can be constructed. The Project '**SUDAMA GREENS**' will be known as **FIRST PHASE** Project.

In the **SECOND PHASE** Mr. Sachin Sudam Patil, to exploit the entire FSI of the said property and by way of existing balance FSI (Floor Scale Index) available as per Development Control Rule of the Thane Municipal Corporation and by purchasing or available TDR (Transfer of Development Rights) entered into Partnership Agreement with Mr. Santosh Sudam Patil and Mr. Kunal Harish

Patil and converted **M/s.PATIL DEVELOPERS**, a Proprietary firm into Partnership firm.

By Partnership Deed dt. 04th October 2018, Shri. Sachin Sudam Patil, converted **M/s. PATIL DEVELOPERS**, a proprietary firm, transformed into Partnership firm.

By Partnership Deed dt. 04th October 2018, Mr. Sachin Sudam Patil, a Proprietor of M/s. Patil Developer brought the asset of proprietary firm (Balance FSI and TDR by way of available or by way of purchase) i.e. S. No. 167 Hissa No. 3 admeasuring 0H-11R-4Pt and S. No. 167A Hissa No. 2A admeasuring 0H-49R-7Pt. and Pot-Kharaba 0H-08R-3Pt. of Village Davale, Taluka and Dist. Thane within the registration Sub-District and District Thane and within the limits of Thane Municipal Corporation, and more particularly described in the **SCHEDULE-I** written hereunder into Partnership firm.

Thus **M/s. PATIL DEVELOPERS**, a partnership firm is having a right title and interest in land more particularly mentioned, described and written in **SCHEDULE-I** hereunder to construct the multistoried building/s on the said land.

The Promoters intent to revise the sanction plan/amend/alter the plan to exploit the available FSI and TDR. The Promoters intend to construct building No. C-1, which was originally sanctioned under the Plan dt. 16.07.2014 under V.P. No. S-11/0051/12/TMC/TDD/1192/14.

Mr. Sachin Sudam Patil, put the amended plan for construction of Multistoried Building being C-1 and for Club House on the said plot of land through their Architect M/s. Joshi, Deshaware & Association. The Thane Municipal Corporation sanctioned the plan for Building No. C-1, consisting of Stilt (Part) + Ground (Part) + 1 to 10 upper floors under V.P. No. S.11/0051/12/TMC/TDD-2951/19, dt. 14.01.2019. Under the said amended plan, the plan for construction of Club House is also amended and fresh sanction consisting of Ground + 1(Part) floor is obtained.

The Promoter get the revised sanction from the Thane Municipal Corporation of building No.C-1, consisting of stilt(part)+Ground (Part) + 1 to 15 upper floor under V.P. No. S.11/0051/12/TMC/TDD-3987/22, dt. 04.03.2022.

The Promoter get the revised sanction from the Thane Municipal Corporation of building No.C-1, consisting of stilt(part)+Ground (Part) + 1 to 24th upper floor under V.P. No. S.11/0051/12/TMC/TDD-4368/23, dt. 12.04.2023 .

M/S. PATIL DEVELOPERS , a Partnership firm, named the Building C-1 as '**DIVINE HEIGHTS**'.

The Project of Building C-1, **DIVINE HEIGHTS**, separately registered with the Maharashtra Real Estate Regulatory Authority (RERA) under Registration No. P51700019573, on 08.02.2019.

WHEREAS the Promoters have commenced construction of the building C-1 by name '**DIVINE HEIGHTS**' as per amended sanction plan sanctioned by the Thane Municipal Corporation under Amended V. P. No. S.11/0051/TMC/TDD-2951/19 dt. 14.01.2019.

WHEREAS the Promoters have commenced construction of the building C-1 by name '**DIVINE HEIGHTS**' as per amended sanction plan sanctioned by the Thane Municipal Corporation under Amended V. P. No. S.11/0051/TMC/TDD-3987/22 dt. 04.03.2022. **WHEREAS** the Promoters have commenced construction of the building C-1 by name '**DIVINE HEIGHTS**' as per amended sanction plan sanctioned by the Thane Municipal Corporation under Amended V. P. No. S.11/0051/TMC/TDD-4368/23 dt. 12.04.2023.

AND WHEREAS the Promoters are now desirous of selling the premises including open spaces if any, basement etc. appurtenant to or adjoining or abutting to certain flat/premises, situated in Building C-1, which is subject matter of these presents comprising of Stilt (Part) + Ground (Part) + 1st to 24th upper floors to be known as "**DIVINE HEIGHTS**" which is being constructed on the said Property under the Second Phase of development (hereinafter referred to as 'the said Building'), on Ownership Basis and are entering into separate agreements for sale of such premises with various Allottee/s on similar terms and conditions as herein contained (save and except and/or to such modifications as may be necessary or considered desirable by the Promoters);

PROVIDED The Promoter intent to construct the additional floors in the Building No. **C-1**, as on availability of FSI and or on purchase of TDR for loading the same in the Building No. **C-1**, for which the promoter will revised, amend alter the existing plan and get sanction for additional floors from the local authority i.e. from the Thane Municipal Corporation. The Promoters shall, however be entitled to make any variations, alterations, revisions or amendment in the said plans or specifications of the said building and/or layout plans if desired by the Promoters or if required to be made for the purpose of meeting any requisition, objection or requirement of the concerned Authorities. The Allottee shall not object to the aforesaid and hereby grants irrevocable consent to the same.

AND WHEREAS the Promoters are in possession of the said Property.

AND WHEREAS the Promoters have entered into a Standard Agreement with **M/s. JOSHI, DESHAWARE & Association** Architect and the said Agreement is as per the prescribed format prescribed by the Council of Architect and the Promoters have also appointed RCC specialist and Structural Engineer **M/s. Associated Structural Consultants LLP** for preparation of the structural designs and drawings of the buildings on the Promoters accepting the professional supervision of the Architects and the Structural Engineers till the completion of the buildings.

AND WHEREAS a copy of the Certificate of Title issued by the Advocate of the Promoters, copy of 7/12 Extract showing the nature of the title of the said Property and copies of the floor plans and specifications of the apartment agreed to be purchased by the Allottee/s have been annexed hereto respectively. The Allottee/s hereafter shall not be entitled to make any requisition or call for any further documents of title of the said Property and Promoters' right of development.

AND WHEREAS on demand from the Allottee/s, the Promoters have given inspection to the Allottee/s of all the documents of title relating to the said Property, building plans, designs and specifications prepared by the Architects, M/s. Joshi, Deshaware & Association and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules made thereunder.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the Concerned Local Authority have been annexed hereto.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoters and according to which the construction of the buildings and open spaces are proposed in future development to be provided for on the said project have been annexed hereto.

AND WHEREAS the authenticated copies of plans and specifications of the apartments agreed to be purchased by the Allottee/s as sanctioned and approved by the local authority have been annexed.

AND WHEREAS the Promoters have got some of the approvals from the Concerned Local Authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupation Certificate of the said Building/s.

AND WHEREAS while sanctioning the said plans, concerned local authority and/or Government has laid down certain terms, conditions stipulations and restrictions which are to be observed and performed by the Promoters while developing the said Property and the said Building and upon due observance and performance of which only the completion and Occupation Certificates in respect of the said Building shall be granted by the Concerned Local Authority.

AND WHEREAS the Allottee/s has applied to the Promoters for allotment of a residential apartment bearing **Flat No. 203** on 2ND floor in **Building No. C-1** comprising of Ground (Part) + Stilt (Part) + 1st to 24th upper floors to be known as "**DIVINE HEIGHTS**" (hereinafter referred to as the said Building') being constructed in **PHASE II** (hereinafter referred to as 'the said Apartment ') to be/being constructed on the said Property.

AND WHEREAS The Carpet Area of the said Apartment under RERA is **33.27 Square meters** for the purposes of this Agreement

A. "**Carpet Area**" means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Apartment and

B. All walls which are constructed or provided on an external face of an apartment shall be regarded as "external wall" and

C. All walls or independent columns constructed or provided within an apartment shall be regarded as "internal partition wall".

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

AND WHEREAS prior to the execution of these presents the Allottee/s has paid to the Promoters a sum of **Rs.51,000/- (Rupees Fifty One Thousand Only)** Including G.S.T, being part payment of the sale consideration of the said Apartment agreed to be sold by the Promoters to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoters doth hereby admit and acknowledge) and the Allottee/s has agreed to pay to

the Promoters the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS under Sec.13 of the Act, the Promoters are required to execute a written agreement for sale of the said Apartment to the Allottee/s being in fact these presents and also to register the said agreement for sale under the Registration Act, 1908.

AND WHEREAS in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agree to sell and the Allottee/s hereby agrees to purchase the said Apartment and/or the garage/covered parking (if applicable) at or for the consideration and on ownership basis in the manner appearing hereinafter.

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

The above Recitals, all Schedules and Annexure herein shall form and integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of RERA.

1. The Promoters has constructed Three residential Buildings and flats therein handed over/to be handed over to the respective flat purchasers, who had purchased the flats from the **M/S. PATIL DEVELOPERS** a proprietary firm, in the project **SUDAMA GREENS** as per the terms of the sanction plan on the said property in phase wise manner. In the First Phase, the Promoters have constructed Building Nos. A-1, B-1 and B-2 comprising of Stilt + 7 upper floors on the portion of the said property shown on the plan thereof hereto annexed by crossed lines and also obtained Occupation Certificates in respect of Building Nos. A-1, B-1 and B-2, under V.P's S-11/0051/12/TMC/TDD/OCC/0454/18 dated 25/01/2018 respectively. In the Second Phase, which is present phase of the development of the said Property, the Promoters have started construction of one Buildings being Building No. **C-1** comprising of Ground (Part) + Stilt (Part) + 1 to 24th upper floors to be known as "**DIVINE HEIGHTS**" which has been shown by thick lines on the plan annexed in accordance with the plans sanctioned from time to time with only such variations and modifications as the Corporation or the Promoters may deem fit and the Allottee hereby consents to the same. The Promoter intent to construct the additional floors in the Building No.

C-1, as on availability of FSI and/or on purchase of TDR for loading the same in the Building No. **C-1**, for which the promoter will revised, amend alter the existing plan and get sanctioned for additional floors from the local authority i.e. Thane Municipal Corporation. The Promoters shall, however be entitled to make any variations, alterations, revisions or amendment in the said plans or specifications of the said building and/or layout plans if desired by the Promoters or if required to be made for the purpose of meeting any requisition, objection or requirement of the concerned Authorities. The Allottee shall not object to the aforesaid and hereby grants irrevocable consent to the same.

PROVIDED THAT the Promoters shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the Apartment of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

- A. The Allottee/s hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee/s Residential Apartment bearing **Flat No.203** on 2nd floor of **Building No. C-1** comprising of Ground (Part) + Stilt (Part) + 1st to 24th upper floors to be known as “**DIVINE HEIGHTS**” (hereinafter referred to as `the said Building`) of a project ‘**SUDAMA GREENS**’. having **Carpet Area** of **33.27 square meters** (The Carpet Area, Exclusive Areas, External walls and Internal Partition wall shall have the meaning ascribed to it in Recital above) (hereinafter referred to as `the said Apartment`) as shown on the floor plan hereto annexed and more particularly described in **Schedule `A`** hereunder written) for the consideration of **Rs.40,38,000 /-(Rupees Forty Lakhs Thirty Eight Thousand Only)** being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities. The above Consideration including Stamp Duty, Registration & GST.
- B. The Allottee/s has paid on or before execution of this agreement a sum of **Rs.51,000/-(Rupees Fifty One Thousand Only)Including G.S.T** as advance payment or application fee and hereby agrees to pay to the Promoters, the balance amount of purchase consideration of **Rs.39,87,000/-(Rupees Thirty Nine Lakhs Eighty Seven Thousand Only)** in the following manner
- a. On Initiation within 15 days of booking **Rs.3,63,420/-(Rupees Three Lakhs Sixty Three Thousand Four Hundred & Twenty Only)**

- b. On initiation of plinth **Rs.12,11,400/- (Rupees Twelve Lakhs Eleven Thousand Four Hundred Only)**
- c. On initiation of **1st slab Rs.1,61,520/- (Rupees One Lakhs Sixty One Thousand Five Hundred & Twenty Only)**.
- d. On initiation of **3rd slab Rs.1,61,520/- (Rupees One Lakhs Sixty One Thousand Five Hundred & Twenty Only)**.
- e. On initiation of **5th slab Rs.1,61,520/- (Rupees One Lakhs Sixty One Thousand Five Hundred & Twenty Only)**.
- f. On initiation of **7th slab Rs.1,61,520/- (Rupees One Lakhs Sixty One Thousand Five Hundred & Twenty Only)**.
- g. On initiation of **9th slab Rs.1,61,520/- (Rupees One Lakhs Sixty One Thousand Five Hundred & Twenty Only)**.
- h. On initiation of **11th slab Rs.1,61,520/- (Rupees One Lakhs Sixty One Thousand Five Hundred & Twenty Only)**.
- i. On initiation of **13th slab Rs.1,61,520/- (Rupees One Lakhs Sixty One Thousand Five Hundred & Twenty Only)**.
- j. On initiation of **15th slab Rs.1,61,520/- (Rupees One Lakhs Sixty One Thousand Five Hundred & Twenty Only)**.
- k. On initiation of **17th slab Rs.1,61,520/- (Rupees One Lakhs Sixty One Thousand Five Hundred & Twenty Only)**.
- l. On initiation of **19th slab Rs.1,21,140/- (Rupees One Lakhs Twenty One Thousand One Hundred & Forty Only)**.
- m. On initiation of **21th slab Rs.1,21,140/- (Rupees One Lakhs Twenty One Thousand One Hundred & Forty Only)**.
- n. On initiation of **23rd Slab Rs.1,21,140/- (Rupees One Lakhs Twenty One Thousand One Hundred & Forty Only)**.
- o. On initiating of Block Works , Internal Plaster & External Plaster, **(Rs.2,82,660/- (Rupees Two Lakhs Eighty Two Thousand Six Hundred & Sixty Only)**
- p. On initiating of lifts, Staircases, Lobbies, Fire Fitting of the areas, **(Rs.2,82,660/- (Rupees Two Lakhs Eighty Two Thousand Six Hundred & Sixty Only)**

- q. On intimation of possession **(Rs.80,760/- Rupees Eighty Thousand Seven Hundred & Sixty Only).**

C. The Cheque bounce charges, of an amount of Rs. 10,000/- (Rupees Ten Thousand Only) including the applicable taxes, will be payable by the Allottee/s. if on account of a cheque issued pursuant to this Agreement, is not honored for any reason whatsoever, including for reasons such 'insufficient funds', 'stop payment' or 'account closed'. The said amount will be added in the next demand.

D. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters) up to the date of handing over the possession of the Apartment.

i. The Allottee/s is aware that the Allottee/s has to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Promoters, whichever is earlier as per section 194IA of the Income Tax Act, 1961. Further, the Allottee/s shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.

ii. The Allottee/s further agrees and undertakes that if the Allottee/s fails and/or neglects to deduct the tax at source or fails to pay the same after deduction, the Allottee/s alone shall be deemed to be assessed in default in respect of such tax and the Promoters shall not be liable for any statutory obligations / liability for non-payment of such TDS.

iii. It is further agreed by the Allottee/s that at the time of Possession of the Apartment, if any discrepancy is found in actual form 16B & 26AS, the Allottee/s has to pay equivalent amount as interest free security deposit and resolve the same within 4(four) months from the date of possession. This deposit will be refunded to Allottee/s once the discrepancy is rectified within aforesaid time. Provided further that in case the Allottee/s fails to resolve the discrepancy within the stipulated period of 4 (four) months from such Possession Date then the Promoters shall be entitled to forfeit the said deposit against the amount receivable from the Allottee/s, which amount was deducted by the Allottee/s from the payments to the Promoters on account of TDS but not paid to the credit of the Central Government. The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Promoters.

iv. The consideration mentioned in clause No. 1(C) hereinabove is net consideration and Allottee/s shall be liable to pay all the taxes payable thereupon including but not limited to VAT, Service Tax, GST, cess etc. The said taxes shall be paid by the Allottee/s immediately on demand.

E. The Total Price is **escalation-free**, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoters undertake and agree that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

F. The Promoters may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee/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 the Allottee/s by the Promoters.

G. The Promoters shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Building is complete and the occupation 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 Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to the Allottee/s, the Promoters shall demand the same from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(A) of this Agreement.

I. The Allottee/s authorizes the Promoters 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 Promoters may in their sole discretion deem fit and the

Allottee/s undertakes not to object/demand/direct the Promoters to adjust his payments in any manner.

H. It is clarified that after receipt of Occupancy Certificate from TMC, if there is any change in the carpet area, subject to a variation cap of 3% (three percent), the total Sale Consideration/Agreement Value payable on the basis of the carpet area of the said Premises, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area beyond the defined limit of 3%, then, Promoter shall refund the excess money paid by the Allottee/s within 45 (forty five) working days. If there is any increase in the carpet area allotted to Allottee/s, Promoter shall demand additional amount from the Allottee/s towards the Sale Consideration, which shall be payable by the Allottee/s prior to taking possession of the said Premises. It is clarified that the payment to be made by Promoter/Allottee/s, as the case may be, under this Clause, shall be calculated considering the Sale Consideration/Agreement Value as agreed in Clause 3(i) above.

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

B. Time is of essence for the Promoters as well as the Allottee/s. The Promoters shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s and the common areas to the association of the Allottee/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in clause 1 (D) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the said property is 8197.38square meters only and Promoter has planned to utilize Floor Space Index of by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development

Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed their intention to use any proposed Floor Space Index becoming available on the project land shall be utilized by him on the said property in the said Project and Allottee/s has agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

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

B. Without prejudice to the right of Promoter to charge interest in terms of sub clause 1(C) above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of installments, the Promoters shall be entitled at their own option, to terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the Promoters shall be entitled to terminate this Agreement and in such event the Allottee/s shall be liable to pay 25% of the total

consideration for the purchase. Provided further that upon termination of this Agreement as aforesaid, the Promoters shall, after deducting an amount equal to 25% of the total consideration payable hereunder, refund to the Allottee/s the balance of the sale price which the Allottee/s may have till then paid to the Promoters without any interest on the amount within a period of thirty days of the termination. And upon termination of this Agreement, pending refund of the amount as aforesaid, the Promoters shall be at liberty to dispose off and to sell the said Apartment to such person or persons at such price and on such conditions as the Promoter may desire and think fit in its absolute discretion and the Allottee/s shall have no objection for the same.

C. Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts.

D. Without prejudice to the other rights of the Promoters hereunder, the Promoters shall in respect of any amounts remaining unpaid by the Allottee/s under this Agreement, have a first charge / lien on the Apartment and the Car Parking space and the Allottee/s shall not transfer his/her/their/its rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the Allottee/s under this Agreement, to the Promoters. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of the Promoters.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts to be provided by the Promoters in the said building and the said Apartment are set out in Annexure.
6. The Promoters shall give possession of the said Apartment to the Allottee/s on or before **30/12/2024** Provided that the promoter has received the full purchase price of the said apartment and other amounts payable by the Allottee/s to the Promoters under this presents and provided the construction of said building is not delayed on account of non-availability of steel, cement or other building material, water or electric supply and war, civil commotion or act of God; any notice, order, rule, notification of the Government and/or other public or competent authority/court or changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development of the project and there is no delay in issue of Occupancy certificate by Thane Municipal Corporation and/or Planning Authority and circumstances

beyond the control of the Promoters. If the Promoters for any of the aforesaid reasons beyond the control of the Promoter is/shall are unavailable to give the possession of the said apartments by the date stipulated herein above, the Promoters shall be entitled to proportionate extension of time for handing over possession of the said apartment. It is specifically agreed by the Allottee/s that, during such proportionate extension period, Allottee/s shall not be entitled to and shall not be allowed to cancel this agreement and shall/or claim any interest. If the Promoters fails or neglects to give possession of the Apartment to the Allottee/s even after the period so extended because of any the aforesaid reasons, then the Promoters shall be liable on demand to refund to the Allottee/s amounts already received in respect of the Apartments. It is agreed that upon refund of said amount with interest as aforesaid the Allottee/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the promoters or in respect of the said apartment and shall/or said building or the project land in any manner whatsoever and the Promoters shall be entitled to deal with and dispose of the said apartments to any person or party as the Promoters may desire.

7. A. **Procedure for taking possession** - The Promoters, upon obtaining the occupation certificate from the competent authority and the payment made by the Allottee/s as per the agreement shall offer in writing the possession of the said Apartment to the Allottee/s in terms of this Agreement to be taken within 1 (One) month from the date of issue of such notice and the Promoters shall give possession of the said Apartment to the Allottee/s, provided the Allottee/s had not committed breach of any of the terms and conditions of this agreement. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoters or association of Allottee/s, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the occupation certificate of the Project.

B. The Allottee/s shall take possession of the Said Apartment within 15 days of the written notice from the Promoters to the Allottee/s intimating that the said Apartment is ready for use and occupation:

C. Failure of Allottee/s to take Possession of said Apartment: Upon receiving a written intimation from the Promoters as per clause 7(A), the Allottee/s shall take possession of the said Apartment from the

Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the said Apartment to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in clause 7(A) such Allottee/s shall continue to be liable to pay maintenance charges, electricity charges, municipal taxes and any other taxes levied by any competent authorities, as applicable.

- C. After receiving possession from the Promoters, the Promoters shall not be responsible for the cost of re-instating and/or repairing damage caused by the Allottee/s and the Allottee/s alone shall be liable to rectify and reinstate the same at his own costs.
8. The Allottee/s shall use the said residential Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle. The Allottee/s agrees not to change the user of the said Apartment without prior consent in writing of the Promoters and any unauthorised change of user by the Allottee/s shall render this Agreement voidable at the option of the Promoters and the Allottee/s in that event shall not be entitled to any right arising out of this Agreement.
9. The Allottee/s along with other Allottee/s of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as **'SUDAMA GREENS'** for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register the common organisation of Allottee/s. No objection shall be taken by the Allottee/s if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
- A. The Promoter shall, within three months from the date of issuance of Occupation certificate of the said Building, and the Promoters receiving full and final payment from the Allottee/s due and pending of Fifty one percent of the Total apartments in the said building to the

Promoters, cause to be transferred to the society all the right or Limited Company all the right, title and the interest of the Promoter in the said structure of the Building or wing in which the said Apartment (excluding basements and podiums), subject to the Promoters rights to dispose of the remaining Apartments, if any.

- B. The Promoters shall within three months of registration of the last Society or Limited Company, as aforesaid, proportionately sub-lease/cause to be proportionately subleased to the Societies of the said property i.e. that of the members of the Sanstha and another of the said building.
- C. Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the Said Apartment is ready for use and occupation, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Apartment) of outgoings in respect of the said property and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, watchmen, sweeper and all other expenses necessary and incidental to the management and maintenance of the said property and building/s until the Society or Limited Company is formed and the said structure of the buildings are transferred to it, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee/s further agrees that till the Allottee/s share is so determined. The Allottee/s further agrees to pay to the Promoter provisional monthly contribution of **Rs.1268/-** per month towards the outgoings. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the buildings is executed in favour **of the respective society** or a limited company as aforesaid. On such conveyance/assignment of **lease being** executed for the structure of the buildings the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.
- D. **It is clarified that Whole Project amenities contemplated to be shared by all allottee/s of project**

10. The Allottee/s shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amount.

| Sr. | Particulars | Amount (Rs.) |
|-------|--|--------------------|
| (i) | Water & Electric Connection Charges | Rs.50,000.00 |
| (ii) | 12 MONTHS PROVISIONAL Maintenance | Rs.15,216.00 |
| (iii) | Legal Charges (Agreement) | Rs.82,784.00 |
| (iv) | One Time Club House | Rs.45,000.00 |
| (v) | Infrastructure Charges | Rs.100,000.00 |
| (vi) | Share Money | Rs.600.00 |
| (vii) | Formation and Registration of the organization | Rs.5400.00 |
| | Total : | 2,99,000.00 |

using electric, water, drainage, sewerage connections etc., will be extra and payable at the time of possession. The amount towards provisional outgoings, as contained hereinabove will be transferred by the Promoter to the Society as and when management of the said Building is transferred to such Society, after deducting there from of arrears of taxes and expenses. It is agreed that the Promoter is not liable to pay any interest on the aforesaid amounts towards provisional outgoings. The Allottee/s shall also be liable to pay before taking possession, the deposit for the payment of property taxes and water charges for the period of 12 months. The maintenance charges mentioned herein above is excluding the amount of property taxes and water charges.

11. The Allottee/s shall pay to the Promoters a sum of **Rs. 10,000/-** for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoters in connection with formation of the said Society, or Limited Company and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the assignment of lease/conveyance etc., and further for formation of Federal Society as well as societies of various Buildings.

12. At the time of registration of conveyance or of Lease of land and the structure of the building, the Allottee/s shall pay to the Promoters, the

Allottee/s share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building. At the time of registration of conveyance or Lease of the said building/property, the Allottee/s shall pay to the Promoters, the Allottee/s share of stamp duty and registration charges payable, by the respective societies on such conveyance or lease or any document or instrument of transfer in respect of the common property, amenities and facilities upon the said property to be executed in favour of all the Societies formed/to be formed on the said property.

13. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS**

A. The Promoters hereby represent and warrant to the Allottee/s as follows:

i. The Promoter is having clear and marketable title in respect of the Development of the said property; as declared in the title report annexed to this agreement and the Promoters have the requisite rights to carry out development upon the said property and also has actual, physical and legal possession of the said property for the implementation of the Project;

ii. The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the said Property and shall obtain requisite approvals from time to time to complete the development of the project/said property;

iii. There are no encumbrances upon the said property or the Project.

iv. There are no litigations pending before any Court of law with respect to the said property or Project.

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said property and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, said property and said building shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said property, Building and common areas;

vi. The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing,

whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;

vii. The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said property, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;

viii. The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement;

ix. At the time of execution of the Deed of Conveyance of the land and structure in favour of the association of Allottee/s, the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure jointly and proportionately to all the Association of the Allottee/s;

x. No Notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoters in respect of the said property and/or the Project except those disclosed in the title report.

B. The Promoters have informed to the Allottee/s and the Allottee/s is aware that as per the Scheme envisaged by the Promoters as follows:

i. The Promoters intend to develop the said property to be known as “**DIVINE HEIGHTS**”.

ii. The Promoters intend to construct One or more building/s in phase wise manner to be known as “**DIVINE HEIGHTS**”. In the First Phase, the Promoters have constructed Building Nos. A-1, B-1, B-2 comprising of Stilt + 7 upper floors on the portion of the said property shown on the plan thereof hereto annexed by crossed lines and also obtained Occupation Certificates in respect of Building Nos. A-1, B-1 & B-2 from the Thane Municipal

Corporation vide V.P. No. S11/0051/12/TMC/TDD/OCC/0454/18 dt. 25.01.2018. In the Second Phase, the Promoters have commenced construction of the building **with C1 wings** and have Obtained Commencement Certificate under V. P. No. S 11//0051/12/TMC/TDD-2951/19 dt. 14.01.2019 in respect of Building No. C-1 consisting of Ground/Stilt (Part) + 1 to 10 floors and building of Club House consisting of Ground + 1(Part) floor has been granted by the Thane Municipal Corporation, which has been shown by thick lines on the plan annexed. **and also in revised the building with C1 wings** and have Obtained Commencement Certificate under V. P. No. S 11//0051/12/TMC/TDD-3987/22 dt. 04.03.2022 in respect of Building No. C-1 consisting of Ground/Stilt (Part) + 1 to 15 floors and building of Club House consisting of Ground + 1(Part) floor has been granted by the Thane Municipal Corporation, which has been shown by thick lines on the plan annexed and further revised the building with C1 wing and have obtained Commencement Certificate Under V. P. No. S 11//0051/12/TMC/TDD-4368/23 dt. 12.04.2023 in respect of Building No. C-1 consisting of Ground/Stilt (Part) + 1 to 24th floors and building of Club House consisting of Ground + 1(Part) floor has been granted by the Thane Municipal Corporation, which has been shown by thick lines on the plan annexed

iii. The Allottee/s agree/s, acknowledge/s, confirms and undertake/s, that the promoter are entitled to and have obtained/are in the process of obtaining loan from various banks and/or financial institutions and create such securities with respect to any and al of its right, title, benefits and interest in the Real Estate Project Phase II, Whole Project, or any part thereof, as may be solely decided by the Promoter, and the Allottee/s take/s notice that a no objection certificate may be required from such banks and financial institutions for the creation of any encumbrances on the said Premises. The Allottee/s agree/s and undertake/s to the same and further agree/s that the Allottee/s shall accord necessary no objection/consent to enable the Promoter to obtain such loans as may be require

iv. After the Promoter execute this Agreement, they shall not mortgage or create a charge on the said Premises and if any such

mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has/have taken or agreed to take the said Premises.

iv. The nature of the organization to be formed in respect of the buildings to be constructed on the said property and the type of transfer documents to be executed in favour of the organization to be formed in respect of the buildings to be constructed on the said property shall be determined at the sole discretion of the Promoters;

v. The Promoters have informed the Allottee/s and the Allottee/s is aware that in addition to construction of the buildings in the Project, the Promoters will be entitled to construct common amenities and facilities for the Project such as Club House, pump rooms, meter rooms, underground tanks, septic tank, watchman room, substation for power supply company Parking Space etc. on the Project Property. The Promoters have further informed the Allottee/s that the service lines common to the Building in the Project and other buildings to be /being constructed on the said Property may pass through the portion of the Project Property (including the portion thereof upon which the Building is being constructed).

xiii. the Floor Space Index, by whatever name or form is increased (a) in respect of the said Property and/or additional construction (i.e. more than what is envisaged at present) is possible on the said Property or (b) either on account of Transfer of Development Rights &/or additional FSI by paying premium to the Corporation/Competent Authority (or in any other similar manner) available for being utilised or otherwise and/or if the Sanctioning Authorities permit the construction of additional wing/s or floors, then in such event, the Promoters shall be entitled to construct such additional wings/floors as per the revised building/s plans. The Allottee/s expressly consents to the same as long as the total area of the said Apartment is not reduced and the structure of the building is not changed.

xiv. The Allottee/s has/have been informed and is aware that the buildable area has been sanctioned for the entire Property as a

single land on the basis of the available Floor Space Index (“FSI”) on the entire Property and accordingly the Promoters intend to develop the Project Property in phases. The Promoters declare that as per the existing regulations and Agreements/Deeds, the FSI available to the Promoters in respect of the Project Property is **16285.48** (Whole property FSI) square meters and that no part of the FSI has been utilized by the Promoters elsewhere than in the overall development for any purpose. Further, the Allottee/s has/have been informed and acknowledges that the FSI of the Building may not be proportionate to the area of the portion of the Project Property on which it is being constructed in proportion to the total area of the entire Property taking into account the FSI to be utilized for all buildings to be constructed thereon. The Promoters in its sole discretion, may allocate such buildable FSI for each of the buildings being constructed on the Project Property as it thinks fit and the Allottee/s of the premises in such buildings (including the Allottee/s) are agreeable to this and shall not dispute the same or claim any additional FSI or buildable area in respect of any of the building or the Project Property. The Allottee/s acknowledges that the Promoters alone are entitled to utilize and deal with all the development potential of the Project Property including the existing and future FSI and /or transferable development rights (“TDR”) heretofore sanctioned or as may hereafter be sanctioned and shall be entitled to use any or all of such FSI and/or TDR for construction of buildings and development of facilities and/or amenities on any part of the Project Property or elsewhere as may be permitted and in such manner as the Promoters deem fit. The Allottee/s hereby confirms and declares that he shall not dispute the same or have any right to raise any objection in regard thereto for any reason whatsoever.

xv. It is expressly agreed that the Promoters shall be entitled, without affecting the rights of the Allottee/s to the said Apartment, including the area thereof, to revise amend, modify, resubmit and/or change the approved building plan and layout plan, amalgamation or subdivision in layout plan in respect of the Said Property, pursuant to directions by the competent authorities and in accordance with applicable law.

xvi. The Promoters are entitled to utilise any additional FSI that may be available to them either by way of Transfer of Development

Right (TDR) or increase in F.S.I. due to changes in Development Rules or under any Law by constructing additional premises on the ground floor or additional floors on the building/s constructed by them or by constructing one or more separate building/s on the said property. The Promoters shall be entitled to use/consume the aforesaid additional F.S.I. till the registration of the Society or any form of organization and execution of conveyance in its favour; Aforesaid conditions are of the essence of the contract and only upon the Allottee/s agreeing to the said conditions, the Promoters have agreed to sell the said Apartment to the Allottee /s.

14. The Allottee/s himself, themselves with an intention to bring in and bind all persons in whomsoever hands the said Apartment may come, doth hereby covenant with the Promoters as follows:-

A. To maintain the said Apartment at the Allottee/s own cost in good tenantable repairs and condition from the date the possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the Building in which the said Apartment is situated which may be against the rules, regulations or bye-laws of concerned local authority or change/alter or make addition in or to the Building in which the said Apartment is situated or the said Apartment itself or any part thereof without the consent of the local authorities, if required.

B. Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction of the Building or storing of which goods is objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages whereby lower/upper floors may be damaged or that is likely to damage the staircase, common passage or any other structures of the Building in which the said Apartment is situated including the entrance thereof the building in which the Said Apartment is situated. In case any damage is caused to the Building in which the Said Apartment is situated or the said Apartment on account of the negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

C. To carry out at his own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the

Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the said Apartment is situated which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- D. Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Apartment is situated and shall keep the portion, sewers, drains and pipes in the said Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the said Apartment without the prior written permission of the Promoters and/or the Society or the Limited Company.
- E. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the building in which the said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- F. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said property and the building in which the said Apartment is situated.
- G. Pay to the Promoter within fifteen days of demand made by the Promoter, their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the said Apartment is situated

- H. To bear and pay increase in local taxes, Water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Apartment by the Allottee/s for any purposes other than for purpose for which it is sold.
- I. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Apartment until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up and prior written consent is obtained from the Promoter and/or the Society of the building in which the said Apartment is situated.
- J. The Allottee/s shall observe and perform all the rules and regulations which the Society or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupancy and use of the said Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- K. Till a conveyance of the structure of the building in which said Apartment is situated is executed in favour of Society/Limited company, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- L. Till the Conveyance of the said property on which the building in which said Apartment is situated is executed in favour or Apex/Federal Body that will be formed of all the societies OR jointly and proportionately in favour of all the Societies or any other organisation that shall be formed of the structures that shall

be constructed upon the said property, the Allottee/s shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof. If, the Allottee/s forcibly makes any additions/alterations or society permits any such additions/alterations to be done by Allottee/s, by which, the structural stability is affected or the quality of construction of the building is damaged, and/or the plumbing lines are choked due to poor workmanship of modification or furniture work done by the Allottee/s or their contractors and / or the area is encroached upon by the Allottee/s, such as extension of window, covering drying balcony, breaking the void, converting to usable space, encroaching upon the common passage etc., and due to that, any penalty, delay in occupation certificate, or impact on FSI takes place, whereby its detrimental/affects other development project of the Promoters, due to which any financial loss and/or legal action is initiated against the Promoters then Promoters shall have all the right to claim / recover such financial loss and also to take appropriate legal action against the Allottee/s/Society and the Allottee/s/Society is liable to make good those losses/damages occurred to the Promoters. If any damage is done in the common areas while bringing the material by the Allottee/s for his premises then in that case, the Promoters shall not be responsible or liable to repair or replace any broken material in the premises or rectify any defect in the premises or common areas. The Allottee/s agrees to sign on understanding confirming interalia above along with other indemnities and letters before claiming/ taking possession of the said Apartment being annexed hereto.

- M. The Allottee/s are aware that in order to ensure safety of the workmen and the Allottee/s, the Allottee/s shall not be allowed to visit the site during the time that the Building is under construction. The Promoter shall provide updates of the construction progress to the Allottee/s. The Allottee/s shall be given the opportunity for inspecting the Premises only after written request by the Allottee/s.
- N. The Allottee/s agrees and confirmed that in the event of delay/default in making payment of GST, TDS or any such taxes or

amount under this Agreement as called upon by the Promoter, then without prejudice to any other rights or remedies available with the Promoter shall be entitled to adjust the said unpaid tax amount (alongwith interest payable thereon from the due date till the date of adjustment) against any subsequent amounts received from the Allottee/s and the Allottee/s shall forthwith pay the balance amount due and payable by the Allottee/s to the Promoter.

O. The Allottee/s shall use the said premises or any part thereof or permit the same to be used only for sanctioned purpose for which it is allotted. The Allottee/s shall use the car parking space only for purpose of parking vehicle.

P. Not to affix any fixtures or grills on the exterior of the buildings for the purposes of drying cloths or for any other purpose and undertake/s not to have any laundry drying outside the said Premises and the Allottee/s shall not decorate or alter the exterior of the said Premises either by painting and/or otherwise. The Allottee/s shall fix the grills on the inside of the windows only. The Standard design for the same shall be obtained by the Allottee/s from promoter and the Allottee/s undertake/s not to fix any grill having a design other than the standard design approved by the Promoter. If found that the Allottee/s has/have affixed fixtures or grills on the exterior of the said Premises for drying cloths or for any other purpose or that the Allottee/s has/have affixed a grill having a design other than the standard approved design, the Allottee/s shall immediately rectify/dismantle the same so as to be in compliance with his/her/its/their obligations as mentioned herein

Q. Not to shift or alter the position of the kitchen or the piped gas system or the toilets which would affect the drainage system of the said premises/said building in any manner whatsoever.

R. The Allottee/s is/are aware that the Promoter or its agents or contractors etc., shall carry on the work/balance of the other buildings with the Allottee/s occupying the said Premises. The Allottee/s shall not object to, pretest or obstruct the execution of such work, on account of pollution or nuisance or on any other account, even though the same may cause any nuisance or disturbance to him/her/it/them. The Promoter shall endeavour to minimize the cause of the nuisance or

disturbance. This is one of the principal, material and fundamental terms of this Agreement.

S. The promoter shall have the exclusive right to control the advertising and signage, hoarding and all other forms of signage whatsoever within the 'SUDAMA GREENS' Project.

T. Shall not park at any other place and shall park all vehicles only at the place allotted by the Promoter in the parking wing as may be permissible by Promoter.

U. To make suitable arrangements for the removal of debris arising out of any interior decoration, renovation, and furniture making or any other allied work in the said Premises.

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

15A. The Promoter has informed the Allottee/s that there may be common access, road, street lights, common recreation spaces, passages, electricity and telephone cables, water line, gas pipelines, drainage lines, sewerage lines, and other common amenities and convenience in the layout of the Project land. The promoter has further informed the Allottee/s that all the expenses and charges of the aforesaid amenities and convenience may be common and the Allottee/s alongwith other purchases of the flats/unit/premises, in the project and the Allottee/s shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the purchaser of flats/units/premises of the project including the Allottee/s herein and the proportion to be paid by the Allottee/s shall be determined by the Promoter and the Allottee/s agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee/s nor any of the purchasers of flats/units/premises in the project shall object to the Promoter lying through or under or over the land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, other connections etc., belonging to or meant for any of the other real estate

project/wings/buildings/phases which are to be developed and constructed on the portion of the project land.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the said Plot and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the said structure of the building is transferred to the Society/Limited Company or other body and until the said property is transferred by way of conveyance or sub lease in favour of Apex/Federal Body or jointly and proportionately in favour of all the societies formed thereupon as hereinbefore mentioned.
17. The Allottee/s hereby declares, agrees and confirms that the monies paid/payable by the Allottee/s under this Agreement towards the said Apartment is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any intervention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time. The Allottee/s further agrees and confirms that in case the Promoters become aware and/or in case the Promoters are notified by the statutory authorities of any instance of violation of Money Laundering Regulations, then the Promoters shall, at their sole discretion be entitled to cancel/terminate this Agreement for Sale. Upon such termination the Allottee/s shall not have any right, title or interest in the said Apartment neither have any claim/demand against the Promoters, which the Allottee/s is/are hereby unequivocally agrees and confirms. In the event of such cancellation/termination, the monies paid by the Allottee/s shall be refunded by the Promoters to the Allottee/s in accordance with the terms of this Agreement for Sale only after the Allottee/s furnishing to the Promoters a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee/s.
18. **APPOINTMENT OF FACILITY MANAGEMENT COMPANY:**
 - A. Notwithstanding the other provisions of this Agreement, the Promoter shall be entitled to nominate any person ("project

management agency”) to manage, upkeep and maintain the Building together with other Building(s) and the Project Property, Septic Tank, garbage, disposal system and such other facilities, that the Promoter may require to install, operate and maintain common areas, amenities, common facilities, car parking areas and open spaces. The Facility Management Company shall also be entitled, to collect the outgoings, provisional charges, taxes, levies and other amounts in respect of the Building(s) (including the Allottee/s proportionate share of the outgoings as provided under Clause above). It is hereby clearly clarified, agreed and understood that the Facility Management Company shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein, even after formation of the association/ apex body / apex bodies. The Promoter shall have the authority and discretion to negotiate with such project management agency and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred in appointing and operating the project management agency shall be borne and paid by the occupants of the buildings that may be developed in the said property including the Allottee/s on a pro rata basis as part of the development and common infrastructure charges referred to herein.

- B. In such event, the Allottee/s agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoters or the project management agency, including without limitation, payment of the Allottee/s share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the said property and common areas and facilities within the said property and buildings constructed thereon.
- C. The Allottee/s further agrees and undertakes to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Promoters/ Facility Management Company, for the purpose of framing rules for management of the Building and use of the Premises by the Allottee/s for ensuring safety and safeguarding the interest of the Promoters/Facility Management Company and other Allottee/s of premises in the Building and the Allottee/s also agrees and confirms not to raise any disputes/claims against the

Promoters/Facility Management Company and other Allottee/s of premises in this regard.

19. **PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE**

A. After the Promoters execute this Agreement he shall not mortgage or create a charge on the Said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such Apartment.

B. It is expressly agreed and undertaken by the Allottee/s that in case he desires to obtain/borrow housing loan from any financial institution/Bank/Organization/Employer by offering as security the said Flat allotted to him under these presents, the payment of such loan shall be made directly in the name of the Promoters. The repayment of such loans, interest and other charges on such loan shall be the sole responsibility of the Allottee/s availing such loan. However, on non-payment of such loan by the Allottee/s, the recourse available to the financial institution would be only to such flat/premises allotted to the Allottee/s and not to the land and buildings belonging to the Promoters/the Society, as the case may be. On financial institution agreeing to the above, the Promoters shall be deemed to have granted its NOC to such Allottee/s to raise housing loan only on the aforesaid conditions and not otherwise.

20. **IT IS CLEARLY UNDERSTOOD AND AGREED BY THE PARTIES THAT**

A. The Promoter reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Project Property and any common rights of ways with the authority to grant such rights to the Allottee/s and/or users of apartment(s)/flat(s)/premises/unit in the Building(s) being constructed on the Project Property (present and future) at all times and the right of access to the Project Property for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, septic tank, underground tanks, substation of power supply company etc. situated on the Project Property and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and

overhead) other amenities necessary for the full and proper use and enjoyment of the Project Property and if necessary to connect the drains, pipes, cables etc. under, over or along the Project Property appurtenant to each and every Building(s) to be constructed on the Project Property (including the Building) without any way obstructing or causing nuisance to the ingress and egress of the Allottee/s/other occupants of apartment(s)/premises in Building(s) constructed on the Project Property till such time the Project Property is handed over to the association/society/condominium/limited company.

B. Necessary provisions for the above shall be made in the transfer documents to be deeds of transfer/assignment/declaration/deeds of Apartment to be executed in respect of the sale/transfer of apartment(s)/premises in the Building(s) to be constructed on the Project Property. The Allottee/s hereby expressly consents to the same.

21. **BINDING EFFECT** Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules alongwith the payments due as stipulated in the Payment Plan within 7 (seven) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee/s fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever after deducting therefrom 25% of the consideration amount as compensation/damages

22. **TERMINATION AND CANCELLATION OF THIS AGREEMENT**

a. Upon occurrence of an Event of Default by Allottee/s, the Promoter shall be entitled to at their own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee/s.

Provided that, the Promoter shall give notice of the 15 (fifteen) days in writing to the Allottee/s (Default Notice), by Courier/E-mail, Registered Post A.D., at the address provided by the Allottee/s of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate this Agreement.

- b. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest rate thereon, then at the end of the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s (Promoter Termination Notice) by Courier/E-mail, Registered Post A.D., at the at the address provided by the Allottee/s. On the sending of the Promoter Termination Notice to the Allottee/s this Agreement shall stand terminated and cancelled.
- c. On the termination and cancellation of this Agreement in the matter sated in clause (a) above:-
 - i. The Promoter will be entitled to forfeit the following amounts (forfeiture Amount) as cancellation charges which the Allottee/s agree, confirm and acknowledge, constitute a reasonable genuine and agreed pre-estimate of damages that will be caused to the Promoter, and that the same shall be in the nature of liquidated damages and not penalty.
 - A. An amount equivalent to 10% of the Sale Consideration/ Agreement value together with applicable taxes thereon, paid and accrued interest thereon.
 - B. In case of any brokerage being paid with respect to the booking or allotment of the said Premises, an amount equivalent to the brokerage paid.
 - C. The amount which will be payable and to be incurred towards execution and registration of the Cancellation Deed for cancellation the Agreement for Sale.
 - D. The deducting mentioned in the above sub-Clause (B) and (C) are over and above the forfeiture mentioned in clause (A).

- ii. The Promoter will refund the balance, if any, without interest only after deducting and/or adjusting from the balance amount, GST and/or any other amount due and payable by the Allottee/s. Further the balance amount will be refunded only after the Allottee/s execute and registered the Deed of Cancellation, for cancellation of the Agreement and Promoter subsequently allotting to the premises to new buyer and receipt of sale price thereon.
- iii. It is further clarified, if the Allottee/s is not coming forward for execution and registration of Cancellation within 45 days of such notice of termination, then it will be presumed as deemed execution and registration of Cancellation Deed. Further in the event of such deemed cancellation, after getting new buyer, the Promoter shall refund the amount as stated above and thereafter the Allottee/s will not have any rights, title, claim and/or interest over the such cancelled premises and/or against the Promoter and the Promoter shall have all rights to deal with/sale/create third party right over the cancelled premises.
23. It is agreed that the Allottee/s shall be entitled to avail a loan from a Bank and to mortgage the said Premises by way of security for the repayment of the said loan to such Bank only with the prior written consent of the Promoter. The Promoter will grant its no objection, whereby the Promoter will express their no objection to the Allottee/s availing of such loan from the Bank and mortgaging the said Premises with such Bank (**said No objection Letter**), provided however, that the Promoter shall not incur any liability/obligation for the repayment of the monies so borrowed by the Allottee/s and/or any monies in respect of such borrowings, including the interest and costs, and provided that the mortgage created in favour of such Bank in respect of the said Premises of the Allottee/s shall not in any manner jeopardize the Promoters right to receive the full sale consideration and other charges and to develop the balance of the land or adjoining plot if any and such mortgage in favour of such Bank shall be subject to the Promoter's first lien and charge on the said Premises in respect of the unpaid amount payable by the Allottee/s to the Promoter under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein. The Promoter will issue the said No Objection Letter addressed to the Bank and the Allottee/s undertaking to make the payment of the balance Sale Consideration of the said premises directly to the Promoter as per the schedule of the payment of the Sale Consideration as set out

hereinabove and such confirmation letter shall be mutually acceptable to the Parties hereto and to the said Bank.

24. It is abundantly made clear to the Allottee/s who is/are or may become a non-resident/foreign national of Indian Origin during the subsistence of this Agreement that, in respect of all remittances, acquisitions/transfer of the aid Premises, it shall be his/her/it/their sole responsibility to comply with the provisions of the 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 from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactment or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable laws from time to time. The Allottee/s understand/s and agree/s that in the event of any failure on his/her/its/their part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of Indian he/she/it/they alone shall be liable for any action under the Foreign Exchange Management Act, 1999 or any other statutory modifications or re-enactment thereto. The Promoter accept no responsibility in this regard and the Allottee/s agree/s to indemnify and keep the Promoter indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.
25. **ENTIRE AGREEMENT** This Agreement, along with its schedules and Annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment.
26. **RIGHT TO AMEND** This Agreement may only be amended through written consent of the Parties.
27. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S AND/OR SUBSEQUENT ALLOTTEE/S** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee/s of the said Apartment, in case of a transfer, as the

said obligations go along with the said Apartment for all intents and purposes.

28. **SEVERABILITY** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as it may be 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.
29. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT** Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s in Project, the same shall be in proportion to the carpet area of the said Apartment to the total carpet area of all the said Apartments in the Project/said property.
30. **FURTHER ASSURANCES** Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
31. **PLACE OF EXECUTION** The execution of this Agreement shall be complete only upon its execution by the Promoter through their authorized signatory of the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s, after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Thane, Maharashtra

32. The Allottee/s and/or Promoters shall present this Agreement as well as the Deed of Conveyance at the proper registration office within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.
33. That all notices to be served on the Allottee/s and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoters by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

NAME OF THE ALLOTTEE/S:

1. MR.DATTATRAY JANARDHAN NIKAM PAN No.: ADSPN3027D

Contact No.: 9399697830

2. MRS.SANGEETA DATTATRAY NIKAM PAN No.: CBSPN0916P

Contact No.: 8989969983 Email id.: AKASHRIKAM9086@GMAIL.COM

Having Address at QTR NO.243, NIA SECTOR CISF UNIT BHEL, BHOPAL, PO GOVINDPURA, DIST.BHOPAL (M.P)-462023

NAME AND ADDRESS OF PROMOTERS:

M/S. "PATIL DEVELOPERS."

ADDRESS: Office At M/S. Patil Developers, sudamaGreens, Khardi Pada, Diva-shil Road, Diva (E) ,Thane – 400612.

Notified Email ID: info.sudamagreens@gmail.com

PAN NO: AAWFP5323K

34. It shall be the duty of the Allottee/s and the Promoters to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoters or the Allottee/s, as the case may be
35. The terms and conditions of this Agreement shall be binding on all transferees/assignees, from time to time, of the Premises and shall be enforceable against all such transferees/assignees.
36. The Promoters shall have the right to designate any space in the Plot/said property to third party service providers for the purpose of

facilitating the provision and proper maintenance of utility services to be availed by the occupants of the buildings that may be developed on the Plot/said property. The Promoters shall also be entitled to designate any space in the Plot/said property to such utility provider either on leave and license or leasehold basis for the purpose of installing power substations with a view to service the electricity requirement in the Plot/said property and the buildings constructed thereon.

37. **JOINT ALLOTTEE/S** That in case there are Joint Allottee/s all communications shall be sent by the Promoters to the Allottee/s whose name appears first and at the address given by him/her which shall for all intents and purposes to be consider as properly served on all the Allottee/s.
38. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/s.
39. Dispute Resolution:- Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
40. **GOVERNING LAW** That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Bombay High court will have the jurisdiction for this Agreement.

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

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land bearing Survey No. 167 Hissa No. 2A admeasuring 5800 Sq, Mtrs. and Survey No. 167 Hissa No. 3 admeasuring 1140 Sq. Mtrs. totally admeasuring 6940 Sq. Mtrs. less land handed over to the Thane Municipal Corporation admeasuring for Raod widening i.e. 254.13 Sq. Mtrs. thus the area of land remaining with Promoter for Development is admeasuring 6685.87 Sq. Mtrs., lying, being and situate at Village Davale, Taluka and Dist. Thane, within the limits of Registration District and Sub-District Thane and within the limits of Thane Municipal Corporation and bounded as under:

On or towards East : 19.169253,73.047689

On or towards West : 19.169235,73.046724

On or towards North : 19.169483,73.047225

On or towards South : 19.168814,73.047236

SIGNED, SEALED AND DELIVERED

by the Within named the "**PROMOTERS**")

M/s. PATIL DEVELOPER

Through its Partners & Authorized signatory

1) **Shri. SACHIN SUDAM PATIL**

In the presence of

1.

2.

SIGNED, SEALED AND DELIVERED

by the Within named the "**PURCHASER/S**"

1. MR.DATTATRAY JANARDHAN NIKAM

2. MRS.SANGEETA DATTATRAY NIKAM

In the presence of

1.

2.

RECEIPT

RECEIVED from the Allotee/s within named purchaser a sum of **Rs.51,000/- (Rupees Fifty One Thousand Only) Including G.S.T** by following Cash/Cheque being part payment payable by purchaser to the Promoter

| CHEQUE NO. | DATED | DRAWN ON | AMOUNT |
|-------------------|-------------------|-----------------|-----------------|
| NEFT | 14.12.2023 | SBI Bank | 51,000/- |

WE SAY RECEIVED

For M/S. PATIL DEVELOPERS

Witnesses

1.

2.

UNDERTAKING

I/We **MR.DATTATRAY JANARDHAN NIKAM** / **MRS.SANGEETA DATTATRAY NIKAM** Mumbai Indian Inhabitant residing at having address at QTR NO.243, NIA SECTOR CISF UNIT BHEL, BHOPAL, PO GOVINDPURA, DIST.BHOPAL (M.P)-462023

do hereby affirm and state as under:

- 1.) I/We say that by an Registration No. _____ Agreement dated _____ and entered into between M/S. PATIL DEVELOPERS of the ONE part (hereinafter referred to as “the said Builders”) and myself/ourselves of the OTHER PART. I/We have agreed to purchase a flat/premises bearing **Flat No.202** in the Building No. **C-1** Wing (hereinafter referred to as the said premises) of the building known as “DIVINE HEIGHTS” (hereinafter referred to as the said building) situated at Village Davale, Taluka and Dist. Thane - 400 612.
- 2.) I/We are giving this undertaking not only for myself but also for my family members, visitors etc. If any. It is understood that reference to myself shall whenever the context so admits include such other persons as stated hereinabove.
- 3.) As agreed to in the aforesaid agreement, I/We do hereby covenant and undertake with the said Builders as follows:
 - a. I/We shall not make any addition or any alteration in the architectural elevation of the said building and shall not change the outside colour scheme or coating of the said building.
 - b. I/We shall not make any change in any of the external windows or doors of the premises in the building by way of shifting, altering, changing the colour or any other way whatsoever.
 - c. I/We am fully aware that I/we are not permitted to install any grills outside the windows and hence undertake not to install or affix any grills on the outside the windows / window sills. Any such grills affixed by me, shall be fitted on the internal marble sill only on the inside of the windows.
 - d. I/We shall not keep shoe racks in the lift lobby, plants in pots or any other objects on the outside the windows or on the parapets or chajjas, lift lobby or any other common areas and shall not do anything which may cause discoloration or disfiguration or any damage to the said building.
 - e. I/We shall not affix any collapsible shutters on the outside of “French windows”, in case of flat with canopy balcony. Any such

collapsible shutter shall be fixed only on the inner side of "French Windows".

- f. I/We shall not cover any chajjas/terraces/balconies or construct any structure or poles or pergolas or trellies on the chajjas/terraces/balconies.
- g. I/We not chisel or break or cause any damage to the columns, beams, walls, slabs or R.C.C. Pardis or other structural members in the said building or on the pardis/parapets/railings provided in the said building.
- h. We shall neither enclose parking space in our possession in any manner whatsoever nor shall we park our vehicle at any place other than my /our parking space. If I do so and any damage occurs to my vehicle I will not hold the developer responsible for the same. I will not park my vehicle on internal roads, as I am aware that safe passage needs to be given to emergency vehicle. Incase if I park my car on the internal roads and any mishap occurs the developer will not be held responsible. We shall use parking space allotted to me for purpose of parking my own vehicle only. I/we shall ensure that our car always visibly carries on the wind shield the car pass sticker provided by you. Without which our car shall not be permitted in the premises.
- i. I/We shall not carry out any external alteration in the said premises by way of breaking any walls or beams or chajjas so as to alter the external appearance of the premises, nor shall I/We affix or cause any slabs on voids provided in the said building.
- j. We shall seek your pervious written permission and of concerned statutory authorities prior to carrying out any structural changes including demolition of internal walls in the premises;
- k. We hereby undertake to pay the monthly maintenance charges regularly and if we fail to do so, then you shall be entitled to adjust such outstanding maintenance amount together with interest/penalty thereon, if any from our security deposit provided by us to you without our prior consent. We further undertake to provide you the additional security deposit as and when demanded within 7 days of intimation/demand. We also agree, confirm and provide my/our irrevocable consent that you shall be entitled to revise the maintenance charges as and when found necessary by you without taking our prior consent / intimation.
- l. I/we shall not raise any objection for quantum of such additional maintenance charges levied by you nor raise any objection in respect thereof and shall keep you indemnified in respect thereof. I/we hereby record my/our no objection for the same.
- m. I/We shall not transfer, or assign the said premises or any part thereof to any person whether on rental, lease, leave and license without your prior express written consent and police verification.
- n. I/We are aware that no individual DTH/dish antennae will be allowed on the terrace or on the exterior wall/window of the

building. I/we are aware that the connection has to be taken from the Common DTH/dish antennae only, which is available in the building.

- o. I/We confirm of having agreed and undertaken to follow and abide by the rules and regulations that have been made as also those which may be made hereafter from time to time by the said builders and/or person/s body in charge of maintaining and/or providing common facilities in the complex. I shall maintain proper code of conduct and discipline in the complex and give every possible co-operation to the said builders and/or any other person or body that may have been appointed by the said Builders in that behalf, in maintaining cleanliness and good atmosphere in complex for the better enjoyment of the common facilities by all the persons concerned.
 - p. I/We are aware that we will be required to contribute towards the usage of the water treated by a centralized sewage Treatment Plant and also its operation and maintenance. Such charges will be payable to the Promoters or Society / Organization of the Societies when formed.
 - q. I/We are aware that we will be required to contribute towards the usage, maintenance and management of the Club House. Such charges will be payable to the Promoters or Society/Organization of the Societies when formed.
- 4.) I/We hereby declare, confirm and covenant with the Builders that in the event of my transferring the said premises and/or my/our right, title and interest in respect thereof in favour of any outside person to the extent and as permitted in the said agreement for sale dated _____, I/We shall obtain an Undertaking to the similar effect from any such purchasers and in the event of my failing to do so, the said builders or the Co-operative Society shall be entitled to refuse to transfer the said premises in favour of such prospective purchaser.
- 5.) I / we undertake that we shall not break open any of the ducts as well as shall not cover any of the ducts appearing in our flat premises for our personal use and if any such act is carried out then the Builder will have a right to enter our flat through their Authorized Representative / Contractors to restore the same in original condition in order to maintain the discipline of the sanctioned plan as well as terms and conditions of Municipal Corporation in respect of the said building. I / we unconditionally authorize Builder, their agents, representatives, Engineers to enter our flat premises and inspect the same as well as to stop the work of interior designing if found that the same is against our undertaking till our interior work is completed and our deposits are returned. Also, the Builder has right to stop the interior designing work and to stop allowing to enter our designing and contracting material into the building premises if the deposits mentioned hereinabove is not paid by us. I / we undertake, that no furniture and fixtures shall be installed in the common lobby of concerned lobby as well as the passages of the

staircase without the written permission of Builder and any such placement of furniture and fixtures shall allow the Builder to remove the same through their Authorized representative and agents.

- 6.) I/We hereby undertake that I/We shall bear the entire cost of repairs or rectifications required due to alterations / changes carried out by us in our premises in case of damages caused to RCC / STRUCTURE/ WATERPROOFING/ PLUMBING/ CIVIL/ ELECTRICAL/ INSTALLATION or if the work is not done in a proper manner, even after taking possession. I/We shall bear the entire cost of repairs required in case of any damages to common premises and flats belonging to other members due to the alterations/changes or interior works carried out by us in our flat/premises.
- 7.) I/We are aware and I/we undertake to pay the Maintenance from the date that the building receives the Occupation Certificate or the date of Furniture Possession whichever is earlier. I/We are aware that we are liable to all maintenance and/or property tax becoming payable by me/us in respect of the said Premises, and undertake to pay the same when called upon by the **Sudama Greens** Housing Society. irrespective of receipt of the Occupation Certificate.
- 8.) I/We also undertake, that if I/We wish to give the flat on Lease/Rent, it is our responsibility to inform you and also to obtain the necessary POLICE VERIFICATION of the tenants and submit the copy of the same duly acknowledged and confirmed by the concerned Police Station bearing the necessary stamp to the Maintenance office/ In charge of the building. We are also aware that this is a mandatory requirement from the Police department.
- 9.) I/We are aware whenever natural Indian/Imported marble is used by Theme Infra Project Sudama Greens Housing Society., there are going to be imperfections (cracked texture/ shade variations/ design variations) which someone may view as ' defect' but which are a natural occurrence in the type of the marble. These imperfections are inherent in natural marble and have to be viewed as their natural beauty, as perfect flooring of factory made products like ceramic tiles, mosaic tiles of agglomerated marble etc. does not give the same warmth of feeling. Italian Marble when sourced at the mines occurs in a cracked texture, which is sliced mechanically. The cracks are filled with resin fillers at the sources itself. These marble slabs are then backed with PVC mesh to avoid further development of cracks during long distance travel and handing. Though utmost care is taken, sometimes, these cracks open during cutting and fixing. Such cracks are filled again with the best imported resins as used internationally. The difference in shade/design depends on the natural occurrence in different types of marble. Even though, we have very huge requirements, we try to accommodate one lot in one confined area/room yet, the same may not match with other area/room.
- 10.) I/We are aware that as per instructions from TMC kitchen/household garbage has to be segregated in dry and wet and should be given to the sweepers. I/We are aware that TMC will not pick the garbage, if it is not segregated.

- 11.) I/We also confirm of having agreed and undertaken to follow and abide by the rules and regulations that have been made as also those which may be made hereafter from time to time by you and/or person/s /body in charge of maintaining and/ or providing common facilities in the building. I/We shall maintain proper code of conduct and discipline and give all co-operations to you and/ or any other person or body that may have been appointed by you in that behalf, in maintaining cleanliness and good atmosphere in the building for the better enjoyment of the common facilities by all the persons concerned.

- 12.) I/we are aware that I/we are now liable to all future maintenance and or property tax/service tax/Vat becoming payable by us in respect of the said premises I/we undertake to pay the when called upon by the developers or any Government authority.

- 13.) I/we further undertake that we have received the peaceful possession of our flat and have no further claims, demands etc. from the developers and will neither claim/demand any in the future.

- 14.) I/We am/are giving this writing cum undertaking not only for myself/ourselves but also for my/our family members as well as any person claiming through me/us.

Thanking you,

Yours faithfully,

Signature of Allottee/s

ANNEXURE -A

Amenities to the flat

1. Vitrified Flooring in all Rooms.
2. Concealed Electric and Plumbing Lines.
3. Dado tiles in Bathrooms and WC.
4. Stainless Steel Sink in Kitchen.
5. Granite Platform in Kitchen.
6. Full Height windows in Living room and Bed room.
7. Powder Coated Aluminum Sliding Windows.
8. Modular Switches in All Rooms.
9. Grand Entrance Lobby With Superior Finishes.
10. Generator Backup For Designated Common Areas
11. CCTV Surveillance in Common areas.
12. Lush landscaped Garden And Children's Play Area.
13. State Of Art Clubhouse With Well Equipped Gymnasium
- 14 Rain Water Harvesting.
15. MCB's For Every Flat.
16. Fire System.
17. Good Quality Of Automatic lifts.
18. Good Quality Of Solar Water Heater System